

Address: James M. Jerrel, Esquire
11691 Gateway Boulevard
Fort Myers, Florida 33913
This instrument Prepared by:
James M. Jerrel, Esquire
11691 Gateway Boulevard
Fort Myers, Florida 33913

2741887

Property Appraisers Parcel Identification (Folio) Number(s):

Grantee(s) S.S. #s):

SPACE ABOVE THIS LINE FOR PROCESSING DATA

SPACE ABOVE THIS LINE FOR RECORDING DATA

12300
8,800.00

This Warranty Deed

Made and executed the 3rd day of November A.D. 1989 by

WESTINGHOUSE GATEWAY COMMUNITIES, INC.

a corporation existing under the laws of Florida, and having its principal place of business at 11691 Gateway Boulevard, Fort Myers, Florida 33913 hereinafter called the grantor, to

FIRST TEE DEVELOPERS, LTD., A Florida Limited Partnership

whose postoffice address is 4708 Villa Mare Lane, Naples, Florida 33940

hereinafter called the grantee:

(Wherever used herein, the terms "grantor" and "grantee" include all the parties to this instrument and the heirs, legal representatives and assigns of individuals, and the successors and assigns of corporations.)

Witnesseth: That the grantor, for an in consideration of the sum of \$10,000----- and other valuable considerations, receipt whereof is hereby acknowledged, by these presents does grant, bargain, sell, alien, remise, release, convey and confirm unto the grantee, all that certain land situate in Lee County, Florida, viz: Parcel 20, Unit 4, Area One, Gateway, as specifically described in Exhibit "A" attached hereto. SUBJECT TO: (1) Declaration of Protective Covenants and Restrictions attached hereto as Exhibit "B" and made a part hereof by reference and particularly Sections 2.26 and 4.3 of said Declaration, and (2) The Gateway Planned Unit Development Ordinance No. 85-15, Lee County and Development Order for Gateway, a Development of Regional Impact No. 1-8384-36, adopted May 31, 1985, as they may be amended or modified from time to time.

Deed Book 8,800.00
J. Berwood
Notary Public

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that it is lawfully seized of said land in fee simple; that it has good right and lawful authority to sell and convey said land; that it hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons whomsoever; and that said land is free of all encumbrances, except for taxes and assessments for 1989 and subsequent years; and easements, restrictions, covenants, limitations and conditions of record, if any.

(CORPORATE SEAL)

In Witness Whereof the grantor has caused these presents to be executed in its name, and its corporate seal to be hereunto affixed, by its proper officers thereunto duly authorized, the day and year first above written.

ATTEST
James M. Jerrel, Asst. Secretary

Westinghouse Gateway Communities, Inc.

Signed, sealed and delivered in the presence of:

Ellena Moxworth
Joan Finn

By: Steven C. Vartan, Sr. Vice President

STATE OF FLORIDA
COUNTY OF LEE

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared Steven C. Vartan and James M. Jerrel

well known to me to be the Sr. VicePresident and Asst. Secretary respectively of the corporation named as grantor in the foregoing deed, and that they severally acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in them by said corporation and that the seal affixed thereto is the true corporate seal of said corporation

WITNESS my hand and official seal in the County and State last aforesaid this 3rd day of November, A.D. 1989.

Joan Finn
Notary Public
My Commission expires
Notary Public, State of Florida at 13128
My Commission Expires July 31, 1991
Bonded thru Huckleberry & Associates

OR2107 PG117

JOHNSON ENGINEERING, INC.

2156 JOHNSON STREET
TELEPHONE 813-334-0046
TELECOPIER 813-334-3661
POST OFFICE BOX 1550
FORT MYERS, FLORIDA
33902-1550

CARLE JOHNSON
1911-1968

CIVIL ENGINEERS AND LAND SURVEYORS

October 25, 1989

REVISED DESCRIPTION

PARCEL 20

SECTION 7, T. 45 S., R. 26 E.
LEE COUNTY, FLORIDA

0R2107 PG1118

A tract or parcel of land lying in the west half (W-1/2) of Section 7, Township 45 South, Range 26 East, Lee County, Florida which tract or parcel is more particularly described as follows:

From the northwest corner of the southwest quarter (SW-1/4) of said Section 7 run S 00° 57' 26" E along the westerly line of said fraction for 280.38 feet; thence run N 89° 02' 34" E perpendicular to said west line for 70.00 feet to the Point of Beginning.

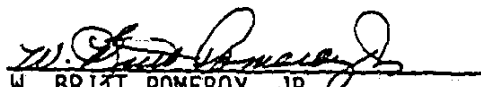
From said Point of Beginning run N 04° 43' 19" E along the westerly line of a drainage and utility easement (being 10.00 feet wide for 130.03 feet and 6.00 feet wide for 72.08 feet) for 202.11 feet; thence run along the westerly and northerly line of a drainage and utility easement (6.00 feet wide) the following courses: N 00° 57' 26" W for 57.42 feet to a point of curvature; thence run northerly, northeasterly and easterly along the arc of a curve to the right of radius 30.00 feet (chord bearing N 44° 28' 53" E) (chord 42.75 feet) (delta 90° 52' 38") for 47.58 feet to a point of tangency; thence run N 89° 55' 12" E for 42.82 feet to a point of curvature; thence run easterly along the arc of a curve to the right of radius 965.00 feet (chord bearing S 87° 44' 57" E) (chord 78.49 feet) (delta 04° 39' 42") for 78.51 feet to a point of tangency; thence run S 85° 25' 06" E for 269.55 feet; thence run along the northeasterly, easterly and southeasterly line of a drainage and utility easement (20.00 feet wide) the following courses: S 35° 45' 00" E for 94.00 feet; thence run S 05° 41' 00" E for 103.00 feet; thence run S 09° 39' 00" W for 96.00 feet; thence run S 35° 00' 00" W for 75.71 feet; thence run along the easterly, southerly, easterly, southerly and westerly line of a drainage and utility easement (10.00 feet wide) the following courses: S 00° 57' 26" E for 999.90 feet; thence run S 89° 02' 34" W for 275.09 feet; thence run S 00° 57' 26" E for 94.33 feet; thence run S 89° 02' 34" W for 164.85 feet; thence run N 00° 57' 26" W for 1172.24 feet to the Point of Beginning.

Containing 14.28 acres more or less.

SUBJECT TO the hereinabove described drainage and utility easements.

Bearings hereinabove mentioned are Plane Coordinate for the Florida West Zone (1979 Adjustment).

EXHIBIT A


W. BRITT POMEROY, JR.
Professional Land Surveyor
Florida Certificate No. 4448

WBP/pd
17920

CHAIRMAN
ARCHIE T. GRANT, JR.

PRESIDENT
FORREST H. BANKS

JOSEPH W. EBNER
STEVEN K. MORRISON
ANDREW D. TILTON
JEFFREY C. COONER

DAN W. DICKEY
KENTON R. KEILING
GEORGE J. KALAL
MICHAEL L. HARMON
THOMAS L. FENDLEY
W. DAVID KEY, JR.
W. BRITT POMEROY
CARL A. BARRACO

CONSULTANTS
LEIF E. JOHNSON
LESTER L. BULSON
ROBERT S. OBRIEN

DECLARATION OF PROTECTIVE COVENANTS AND RESTRICTIONS

FOR

PARCEL 20, UNIT 4, AREA ONE

GATEWAY

THIS DECLARATION, made this 3rd day of November, 1989, by WESTINGHOUSE GATEWAY COMMUNITIES, INC., a Florida corporation, hereinafter called DECLARANT.

W I T N E S S E T H:

WHEREAS, DECLARANT, is the developer of a new community known as GATEWAY, near the City of Fort Myers, in Lee County, Florida; and,

WHEREAS, DECLARANT, the owner of the real property described herein, desires to create a quality development with restrictions, covenants, servitudes, impositions, easements, charges and liens as hereinafter set forth for the preservation of the property values, amenities and opportunities in GATEWAY;

NOW THEREFORE, WESTINGHOUSE GATEWAY COMMUNITIES, INC., declares that the real property, described in Exhibit 'A' attached hereto, hereinafter called PROPERTY, is and shall be held, transferred, sold, conveyed and occupied subject to the conditions, covenants, restrictions, reservations, servitudes, impositions, charges and liens hereinafter set forth:

ARTICLE 1 - DEFINITIONS

1.1 DECLARANT shall mean and refer to WESTINGHOUSE GATEWAY COMMUNITIES, INC., a Florida corporation, presently having its principal place of business in Lee County, Florida, and its successors or assigns of any or all of its rights under this Declaration.

1.2 DECLARATION shall mean and refer to this document, entitled Declaration of Protective Covenants and Restrictions, as the same may be amended from time to time.

1.3 DWELLING UNIT shall mean and refer to any residential unit intended for occupancy by one family or household, as provided in the General Development Plan.

1.4 GSD shall mean and refer to the Gateway Services District, a special taxing district established by the State of Florida in accordance with Florida Statutes, Chapter 190.

1.5 GATEWAY shall mean and refer to those certain lands located in Lee County, Florida with the general boundary of Interstate 75 to the west, Colonial Boulevard Extension to the north, State Road 82 to the east, and Daniels Road to the south, and certain land located to the west of Interstate 75, and such other lands as may, from time to time, be added to or subtracted from said lands pursuant to Article 2.

1.6 GATEWAY DEVELOPMENT ORDER shall mean and refer to the Development Order of Gateway a Development of Regional Impact #1-8384-36 adopted by the Lee County Board of County Commissioners May 31, 1985, including any modifications or amendments thereto which may be adopted from time to time.

1.7 GENERAL DEVELOPMENT PLAN shall mean and refer to the DECLARANT'S plan of GATEWAY as it may be amended from time to time by DECLARANT, showing the land uses and the PROPERTY Units assigned by DECLARANT to the various portions of the PROPERTY.

1.8 NEIGHBORHOOD shall mean and refer to any single family development, condominium project, cluster development, business development or other sub-area development.

1.9 NEIGHBORHOOD ASSOCIATION shall mean and refer to any property owners association, homeowners association, condominium association, or any other such entity, their successors and assigns, for any particular Neighborhood.

1.10 NEIGHBORHOOD COMMON AREA shall mean and refer to all real property including any improvements and fixtures thereon, owned, leased or the use of which has been granted to a Neighborhood Association for the common use and enjoyment of its members.

1.11 NEIGHBORHOOD COVENANTS shall mean and refer to any and all covenants, conditions, restrictions, and other provisions imposed by recorded instrument applicable to one or more specific Neighborhoods but not to all Neighborhoods.

1.12 OWNER shall mean and refer to a record owner of a fee simple title to any Plot located within the PROPERTY, but excluding those having an interest in a Plot merely as security for the performance of an obligation.

1.13 PERSON shall mean and include an individual, corporation, governmental agency, business trust, estate, trust, partnership, association, two or more persons having a joint or common interest, or any other legal entity.

1.14 PLOT shall mean and refer to a lot, a parcel, a condominium unit together with the undivided share of the common elements which is appurtenant to the unit, or any quantity of land, including any fixtures and improvements thereon, capable of being described with such definiteness that its location and boundaries may be established, which is designated by the DECLARANT to be used, developed and conveyed as a unit.

1.15 PROPERTY shall mean and refer to those certain lands located within GATEWAY AREA ONE as described in Exhibit "A" attached hereto and such additional lands located within GATEWAY as may hereafter be subjected to this Declaration pursuant to Article 2.

1.16 PUD shall mean and refer to the document titled "Lee County Ordinance No. 85-15", an ordinance creating the Gateway Planned Unit Development (PUD), adopted by the Board of County Commissioners of Lee County, Florida, on May 31, 1985, as it may from time to time be modified or amended.

1.17 SPWMD shall mean and refer to the South Florida Water Management District, a division of the State of Florida.

1.18 STRUCTURE shall mean that which is built or constructed, or any piece of work artificially built up or composed of parts joined together in some definite manner, the use of which requires more or less permanent location on the ground, or which is attached to something having a permanent location on the ground. The term shall be construed as if followed by the words "or part thereof".

ARTICLE 2 - CONDITIONS, RESERVATIONS, RESTRICTIONS

2.1 Use Restrictions.

(a) The PROPERTY may be used only for a Golf Course Villa subdivision, except that DECLARANT, at its sole discretion, may approve other uses that may be compatible with the said primary use or neighboring uses. The PROPERTY may only be resold, transferred or conveyed with buildings and structures thereon, that have been erected in accordance with the provisions of this DECLARATION, and shall not be resold, transferred or conveyed as vacant land unless approved by DECLARANT in writing.

(b) All service and deliveries for any building on the PROPERTY shall be contained to the rear of the buildings where physically possible, or to designated delivery areas as approved by DECLARANT.

(c) Except as may be otherwise permitted herein during construction periods, there shall be no outside sale, display or storage of materials, products or goods, and there shall be no advertising flags, pennants, streamers or the like displayed on any parcel or building on the PROPERTY.

(d) There shall be no free-standing "kiosk" type building or small light or movable structures permitted in the parking area, service area or building setback area unless approved by DECLARANT in writing.

2.2 Building and Parcel Restrictions.

No building or structure shall exceed two (2) stories in height or thirty-five (35) feet as measured from the minimum finished grade to the mean height level between eaves and ridge of gable, hip gambrel roofs and to the deck line of a mansard roof. The minimum floor area of any building shall be 1,300 square feet of air conditioned living area. All structures shall be developed with a common architectural theme and shall be subject to review and approval by DECLARANT as further described herein.

2.3 Plans, Specifications and Locations of Structures.

(a) No structure shall be commenced, erected, improved or altered, nor shall any grading, excavation, tree removal or change of exterior color or other work which in any way alters the exterior appearance of any structure or Plot or of any Neighborhood Common Area be done, nor shall the OWNER apply for a permit for any such activity or submit any plat thereof to Lee County, without the prior written approval of the DECLARANT.

(b) Each OWNER shall, prior to the commencement of any construction, submit to DECLARANT the following materials:

(1) a "preliminary concept" plan which shall include schematic site plans, floor plans and exterior elevations;

(2) "design proposals" which shall include more detailed building and site design documents sufficient and definitive in detail so that there can be determined the character, exterior appearance, exterior materials and colors, and the quality and kind of building and landscape materials proposed; and,

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(3) "construction plans and specifications" which shall be a true extension of the preliminary concept plans and design proposals.

(c) Failure to obtain written approval of DECLARANT of all such plats, plans, proposals and specifications prior to the commencement of any construction or application for a permit therefor shall be deemed a material breach hereof and DECLARANT shall then have the right, in addition to any other right permitted by law or in equity, to proceed in the courts to obtain a mandatory injunction requiring any construction done without said written approval to be torn down or removed forthwith.

(d) The approval, rejection or withholding of any approval by DECLARANT of the plats, plans, proposals and specifications and the location of all structures, and every alteration of any structure shall not be construed or interpreted as a representation or determination by DECLARANT that any building, plumbing, electrical code or other applicable governmental regulations or requirements have or have not been properly met by the OWNER. Each OWNER shall be responsible for obtaining all necessary technical data and to make application to and obtain the approval of Lee County, GSD, and any other appropriate governmental agencies prior to commencement of any work or construction.

(e) DECLARANT shall have no duty, responsibility nor liability to any OWNER or to any other Person whomsoever in respect to the exercise of its rights or the failure to exercise its rights. DECLARANT may reject plans, proposals and specifications based on any grounds or reason whatsoever, including purely aesthetic grounds, in its sole and absolute discretion.

2.4 Factory Built Structures.

No structure of any kind of what is commonly known as "factory built", "manufactured", "modular", or "mobile home" type construction shall be erected without the prior written permission of DECLARANT.

2.5 Landscaping.

All landscaping shall be accomplished in accordance with a plan submitted to and approved by DECLARANT. All areas not covered by structures, walkways or paved parking facilities shall be maintained as lawn or landscape areas, with underground sprinkler systems, to the pavement edge of any

abutting streets and to the waterline of any abutting lakes, canals, flowways or water management areas not to exceed thirty-five feet beyond the boundary line of a Plot. No stone, gravel, or paving of any type shall be used as a lawn unless approved as part of the final landscape plan. All required lawns and landscaping shall be completed at the time of completion of the principal structure on the PROPERTY as evidenced by the issuance of a Certificate of Occupancy by the appropriate governmental agency, and shall be kept in good and living condition by OWNER to the satisfaction of DECLARANT.

2.6 Parking and Outdoor Lighting.

(a) The design and layout of all service roads and parking areas must be submitted to DECLARANT for approval. No parking shall be permitted on any street or service road, and adequate permanent paved parking and service roads shall be constructed and maintained in accordance with standards acceptable to DECLARANT for such use.

(b) No outdoor lighting shall be permitted unless the plans and specifications are submitted to and approved by DECLARANT in writing prior to installation thereof.

2.7 Underground Utility Lines.

All electric, telephone, cable television, gas and other utility lines must be installed underground.

2.8 Antennas and Flagpoles.

No outside antennas, satellite receiving dish, antenna poles, antenna masts, electronic devices, antenna towers or citizen band (CB) or amateur band (ham) antennas shall be permitted except as approved by DECLARANT in writing. An approved flagpole shall not be used as an antenna or antenna support of any kind unless first approved in writing by DECLARANT.

2.9 Temporary and Accessory Structures.

No tents or temporary structures shall be permitted unless their size, appearance, purpose, duration, temporary location on the Plot and plans for restoration of the Plot upon removal of the tent or temporary structure have first been approved by DECLARANT in writing. Any signs to be used in conjunction with any tent or temporary structure must also be approved by DECLARANT in writing. No accessory structure shall be permitted except with the prior written approval of DECLARANT.

2.10 Outdoor Equipment.

All garbage and trash containers, oil tanks, bottled gas tanks, swimming pool equipment and housing and sprinkler pumps and other such outdoor equipment must be underground or placed in walled-in or sight-screened fenced-in areas so that they shall not be readily visible from any adjacent streets and properties, or adequate landscaping shall be installed around these facilities and maintained by the OWNER to the satisfaction of DECLARANT.

2.11 Air Conditioners.

All air conditioning units shall be shielded and hidden so that they shall not be readily visible from any adjacent streets and properties. Wall air conditioning units may be permitted only upon the prior written approval of DECLARANT. Window air conditioning units shall not be permitted.

2.12 Solar Collectors.

Solar collectors shall only be permitted at locations and on structures as are first approved in writing by DECLARANT.

2.13 Signs.

No signs, freestanding or otherwise installed, shall be erected or displayed in or on any Plot or structure, unless the placement, character, form, size, lighting and time of placement of such sign be first approved in writing by DECLARANT. DECLARANT may at any time enter a Plot without notice to OWNER and remove and destroy all unauthorized signs and same shall not be deemed a trespass. Notwithstanding anything contained herein, DECLARANT shall be under no obligation to approve any signs on a Plot.

2.14 Walls, Fences and Shutters.

No wall, fence, hedge or shrubbery shall be constructed or placed on any Plot until its height, length, type, design, composition, material and location shall have first been approved in writing by DECLARANT. The height of any wall or fence shall be measured from the existing property elevations. Any dispute as to height, length, type, design, composition or material shall be resolved by DECLARANT, whose decision shall be final. Hurricane or storm shutters shall not be stored on the exterior of the residence without the prior approval of DECLARANT in writing. No awnings or shutters shall be used without the prior approval of DECLARANT in writing.

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2.15 Trucks, Commercial Vehicles, Buses, Motor Homes, Recreation Vehicles, Mobile Homes, Boats, Campers and Trailers.

(a) No truck, bus or commercial vehicle or trailer of any kind shall be permitted to be parked on the PROPERTY or any Plot for a period of more than four (4) hours unless such vehicle is necessary in the actual construction or repair of a structure or for ground maintenance, or unless kept fully enclosed inside a structure so that it is not visible from outside of the structure. No truck, bus or commercial vehicle or trailer of any kind shall be parked overnight on the PROPERTY or any Plot except in accordance with a plan approved by DECLARANT restricting such parking to specified areas on the PROPERTY.

(b) No boat, boat trailer or other trailer of any kind, camper, motor home, recreation vehicle, mobile home or disabled vehicle shall be permitted to be parked or stored on the PROPERTY or any Plot unless kept fully enclosed inside a structure so that it is not visible from outside of the structure.

(c) All vehicles, motor homes, campers, boats, or trailers described herein may be parked or stored in areas which may be specifically designated for such purpose by DECLARANT from time to time.

(d) None of the aforementioned vehicles, boats, motor homes, campers, vans or trailers shall be used as a domicile or residence, either permanent or temporary.

(e) This Section shall not be deemed to prohibit any temporary facility permitted pursuant to other provisions of this Declaration.

2.16 Pets and Animals.

(a) Commercial activities involving animals shall not be allowed except that reasonable commercial activities may be permitted on a Business or Commercial Plot upon the written approval of DECLARANT. DECLARANT may establish limits on the number and kind of pets that may be kept or permitted to be kept on any Plot.

(b) No hogs, pigs, swine, goats, chickens, pigeons, fowl, reptiles or any other obnoxious animals, as shall be determined in the sole discretion of DECLARANT, shall be kept or permitted to be kept anywhere on the PROPERTY.

2.17 Maintenance of Premises.

No weeds, underbrush, or other unsightly growth shall be permitted to grow or remain upon any Plot and no refuse or unsightly objects shall be allowed to be placed or suffered to remain upon any Plot. All lawns, landscaping and sprinkler systems and any property, structure, improvement and appurtenance shall be kept in good, safe, clean, neat and attractive condition, and all structures shall be maintained in a finished, painted and attractive condition. Upon the failure to maintain the premises as aforesaid to the satisfaction of DECLARANT and upon the Neighborhood Association or OWNER's failure to make such correction within fifteen (15) days of giving of written notice by DECLARANT (which written notice does not have to be given by DECLARANT in the case of emergency, in which event, DECLARANT may without any prior notice directly remedy the problem), DECLARANT may enter upon such premises and make such improvements or correction as may be necessary, the costs of which shall be paid by the Neighborhood Association or OWNER, as the case may be, or DECLARANT may bring an action at law or in equity. Such entry by DECLARANT or its agents shall not be a trespass and by acceptance of a deed for a Plot or Dwelling Unit in the PROPERTY, such party has expressly given the DECLARANT the continuing permission to do so which permission may not be revoked. If any OWNER or Neighborhood Association fails to make payment within fifteen (15) days after request to do so by DECLARANT the payment requested shall be a lien in accordance with provisions of Article 4 hereof.

2.18 Water Management and Conservation Areas.

(a) No structure of any kind shall be constructed or erected, nor shall OWNER in any way change, alter, impede, revise or otherwise interfere with the flow and the volume of water, in any portion of any water management area reserved for, or intended by DECLARANT and GSD to be reserved for, flow ways, drainage ways, sluiceways or for the accumulation of runoff waters, without the specific written permission of DECLARANT, GSD, and SFWMD.

(b) OWNER shall in no way deny or prevent ingress and egress to such water management areas for maintenance or landscape purposes by DECLARANT, GSD, or any appropriate governmental agency that may reasonably require any right of ingress and egress, and easements therefore are hereby specifically reserved and created.

(c) No Plot shall be increased in size by filling in any water or retention and drainage areas on which it abuts. OWNER shall not fill, dike, rip-rap, block, divert or change the established water or retention and drainage areas that have been or may be created by easement or otherwise without the prior written consent of DECLARANT, GSD, and SFWMD.

(d) The use of any lakes, flowways, and other water bodies are intended for water management purposes only and not for recreational use. Improvements that may be made on or about any water body or area shall be for aesthetic purposes only unless otherwise delineated by DECLARANT. OWNER shall in no way use any lake, flowway or other water body or any improvement on or about same, for any recreational purpose and DECLARANT shall be held harmless by OWNER for any unauthorized use and damages or injury that results, whether foreseen or not.

(e) All of the provisions of this section shall also apply to conservation areas designated as such by DECLARANT and OWNER shall not alter or affect said conservation areas or the vegetation or wildlife thereon without the specific prior written permission of DECLARANT and SFWMD.

2.19 Nuisances.

Nothing may or shall be done which may be or may become an annoyance or nuisance to a Neighborhood. No obnoxious, unpleasant or offensive activity shall be carried on, nor may anything be done, which can be reasonably construed to constitute a nuisance, public or private in nature. Any questions with regard to the interpretation of this Section shall be decided by DECLARANT whose decision shall be final.

2.20 Subdivision and Regulation of Land.

(a) No Plot shall be divided or subdivided without the express written consent of DECLARANT, who may impose certain requirements on OWNER to comply with the provisions of the PUD.

(b) No covenant, condition, restriction or other provision of this Declaration shall be construed as in any manner limiting or preventing any Plot, and the improvements thereon, from being submitted to a plan of condominium ownership, and particularly a condominium shall not be construed as constituting a subdivision of any Plot.

(c) An OWNER shall not inaugurate or implement any variation from, modification to, or amendment of the PUD or any other governmental plans, land development regulations, development orders or development permits applicable to GATEWAY, to the PROPERTY, or to any Plot, without the prior written approval of DECLARANT, which approval may be denied at the sole discretion of DECLARANT.

2.21 OWNER Compliance.

(a) The protective covenants, conditions, restrictions and other provisions of this Declaration shall apply not only to OWNERS but also to licensees, invitees or guests or any other Person occupying an OWNER'S Plot under lease from the OWNER or by permission or invitation, expressed or implied, of the OWNER or his tenants.

(b) Failure of an OWNER to notify any Person of the existence of the covenants, conditions, restrictions, and other provisions of this Declaration shall not in any way act to limit or divest the right of DECLARANT of enforcement of these provisions and, in addition, the OWNER shall be responsible for any and all violations of these provisions by his tenants, delegates, licensees, invitees or guests, and by guests, licensees and invitees of his tenants at any time.

2.22 Wells.

No wells shall be applied for, drilled, or installed without the prior written approval of DECLARANT.

2.23 Casualty Destruction to Improvements.

In the event that a Structure or other improvement is damaged or destroyed by casualty loss or other loss then within a reasonable period of time after such incident, as determined by DECLARANT, the OWNER thereof shall either commence to rebuild or repair the damaged Structure or improvement and diligently continue such rebuilding or repairing until completion or properly clear the damaged Structure or improvement and restore or repair the Plot in a manner aesthetically satisfactory to DECLARANT. As to any such reconstruction of a destroyed Structure or improvement, the same shall only be replaced with Structures or improvements as are approved by DECLARANT as provided herein.

2.24 No Implied Waiver.

The failure of DECLARANT to object to an OWNER or another person's failure to comply with the covenants and restrictions contained herein shall in no event be deemed a waiver by DECLARANT, or any other Person having an interest herein, of its rights to object to the same and to seek compliance therewith in accordance with the provisions of this Declaration.

2.25 Cable TV.

DECLARANT hereby reserves the exclusive right to install, operate, and maintain cables, equipment and other facilities for cable television on, over and under the PROPERTY.

2.26 Easements

(a) In the event water management lakes are constructed within the PROPERTY, either by OWNER or DECLARANT, their successors or assigns, and said water management lakes be subsequently conveyed to GSD, then there shall be reserved twenty (20) feet abutting said lakes for purposes of maintenance thereto.

2.27 Golf Course Access.

DECLARANT, its successors and assigns, hereby reserves a right of permanent access for golf course users over and across the PROPERTY to retrieve and play balls inadvertently landing on the PROPERTY.

2.28 Garages, Carports, Trash Areas and Mailboxes.

(a) Each dwelling unit shall have a garage which shall accommodate not less than two (2), nor more than three (3) automobiles unless DECLARANT approves in writing a garage which shall accommodate more than three (3) automobiles. All garage

doors must be equipped with automatic door openers and closers so that when ingress and egress to the garage is not desired, the garage doors shall remain closed. Repair of vehicles shall be permitted only inside the garage. No garage shall be erected or constructed which is detached from the dwelling unit on the lot.

(b) Carports shall not be permitted.

(c) Storage facilities for garbage and trash containers shall be required for each dwelling unit, and shall be shielded from street view.

(d) All mailboxes shall be maintained in good, clean and attractive condition as required by DECLARANT.

2.29 Roofs.

(a) Roofs shall have a minimum pitch of 5:12, except that deviation from the minimum pitch may be approved by DECLARANT for gambrel and similar type roofs. Notwithstanding the above, a mansard roof or flat roof over porches, Florida rooms and utility rooms may be permitted only if approved in writing by DECLARANT, and such approval may be withheld.

(b) Pitched roofs shall be constructed of flat or barrel cement tile, sawn or split cedar shakes, slate or copper all as defined by common usage in Lee County, Florida. Metal roofs may be approved at the discretion of the DECLARANT. In the event some new and attractive material for roofing surfaces is discovered or invented, DECLARANT may in its sole discretion, approve the use of such new material.

ARTICLE 3 - DECLARANT'S RIGHTS AND POWERS

3.1 Additions to the PROPERTY.

The execution and recordation of this Declaration shall not be construed to require DECLARANT to subject any lands within GATEWAY, to the covenants, conditions, restrictions or other provisions of this Declaration or any other recorded instrument.

3.2 Property Additions to GATEWAY.

(a) DECLARANT shall have the right, and the power but neither the duty nor the obligation, in its sole discretion, to add lands to GATEWAY, without the consent of OWNERS of the PROPERTY, mortgagees or other lien holders.

(b) Such additions shall not create nor impose any duty or any obligation on the DECLARANT to subject such additional lands to any covenant, condition, restriction or other provision of this Declaration, or of any other recorded instrument, but in the event DECLARANT so elects it may subject such additional lands to the provisions of this Declaration.

3.3 Enforcement.

(a) DECLARANT reserves unto itself and its successors and assigns the right, and the power, (i) to enforce the covenants, conditions, restrictions, and other provisions of this Declaration, and (ii) to delegate or assign, either exclusively or non-exclusively, any or all of its rights, powers, duties or privileges hereunder to a Property Owners' Association, or to a Neighborhood Association, or to an OWNER, or to any other person, corporation, or organization.

(b) The DECLARANT and its successors and assigns shall have the right and the power to enforce the covenants, conditions, restrictions and other provisions imposed by this Declaration by any proceeding at law or in equity against any person violating or attempting to violate any such provisions, to restrain any violation or attempted violation of such provisions, to require specific performance of such provisions, to recover damages for violations of such provisions, and against the land to enforce any lien created by this Declaration. Failure by DECLARANT, or an Association, or any OWNER, or any other Person, to enforce any of such provisions shall in no event be deemed a waiver of their right to do so thereafter.

(c) The costs and reasonable attorneys fees, including those resulting from any appellate proceedings, incurred by DECLARANT or its successors or assigns in any action against an OWNER to enforce any provision of this Declaration shall be a personal obligation of such OWNER which shall be paid by such OWNER and any amount thereof which remains due and unpaid shall be a continuing lien upon such OWNER'S Plot, collectible in the manner provided in Article 4.

3.4 DECLARANT'S Inaction.

Neither the execution and recordation of this Declaration nor the creation of any Neighborhood Association, Gateway Property Owners' Association or other similar entity, nor the recordation of any other instrument subjecting any land in GATEWAY to protective covenants, conditions or restrictions or other provisions shall obligate or require DECLARANT to grant any right, power, duty or privilege of any nature or kind to the Neighborhood Association or other entity; nor shall DECLARANT be obligated or required to perform any act permitted by this Declaration or by any other recorded instrument, or to enforce any covenant, condition, restriction or other provision hereof or thereof, or to do anything which it does not, in its sole discretion, elect to do.

3.5 Assignment.

DECLARANT reserves the right, and the power, to delegate or assign, either exclusively or non-exclusively, to any person or entity, any or all of its rights, powers, duties or privileges created or provided for by this Declaration or by any other recorded instrument. DECLARANT SHALL BE UNDER NO OBLIGATION TO DELEGATE OR ASSIGN ANY OF ITS RIGHTS, POWERS, DUTIES AND PRIVILEGES CONTAINED IN THIS DECLARATION TO ANY PERSON OR ENTITY.

3.6 Gateway Property Owners' Association.

DECLARANT shall have the right and power in its sole discretion to incorporate under the laws of the State of Florida a not-for-profit corporation, hereinafter called CORPORATION, as a means for meeting any or all of the purposes and intents herein set forth, or as a means for meeting any other lawful purpose or intent in the development of GATEWAY. DECLARANT shall have the right and power to specify: a name for the CORPORATION; the powers and duties of the CORPORATION; classes, duties and rights (including voting rights) of membership in the CORPORATION, which rights and duties may be greater or lesser and differentiated based on membership classes; the manner of apportionment and payment of assessments and fees charged by the CORPORATION.

The CORPORATION shall have at least the following rights and powers: to own, lease, license for use, use, operate and maintain personal and real property within or without GATEWAY, exclusively or non-exclusively; to charge reasonable admission and other fees for the use, operation and maintenance of any CORPORATION Common Area or other CORPORATION property; to

develop, promulgate and enforce rules and regulations for the use and enjoyment of CORPORATION Common Area or other CORPORATION property; establish, levy and collect assessments against the PROPERTY and OWNERS thereof including annual, special and capital assessments for any valid purpose of the CORPORATION, including without limitation the acquisition, operation and maintenance of any CORPORATION Common Area or other CORPORATION property; the creation, enforcement and foreclosure of liens against the PROPERTY for the payment of any valid assessment or other charges, fees, collection costs and attorney fees due to the CORPORATION.

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3.7 Use of Property.

DECLARANT hereby reserves for itself and its heirs and assigns the following rights: the right to construct, maintain and repair any type of structure or improvement on any property or Plot owned or controlled by DECLARANT in GATEWAY as DECLARANT deems necessary or appropriate for the development of GATEWAY; and, the right to enter into and transact on any such property or Plot in GATEWAY any business necessary or desirable to consummate the development, sale, lease, improvement, repair, maintenance or encumbrance of Plots or other real property in GATEWAY.

3.8 DECLARANT'S Exculpation.

DECLARANT may grant, withhold or deny its permission or approval in any instance where its permission or approval is permitted or required without any liability of any nature or kind to OWNER or any other Person for any reason whatsoever, and any permission or approval granted shall be binding upon all Persons.

ARTICLE 4 - LIENS

4.1 Creation of the Lien and Personal Obligation.

(a) Each OWNER, by acceptance of a deed for a Plot, whether or not it shall be so expressed in such deed, thereby covenants and agrees to promptly pay all costs incurred by DECLARANT for enforcement of this Declaration due to any breach of the OWNER's obligations or responsibilities set forth herein. Each OWNER also thereby grants to DECLARANT a lien on all Plots or PROPERTY of the OWNER as security for the payment of such costs.

(b) Costs recoverable by DECLARANT shall include all expenses incurred in the correction or removal of any violation of this Declaration together with interest thereon at the highest legal rate, costs of collection of such expenses and reasonable attorneys' fees including those resulting from any appellate proceedings.

(c) All such costs, shall be the personal obligation of the Person who was the OWNER of the Plot at the time such costs fell due, and any due and unpaid costs shall also be the personal obligation of each Person who becomes an OWNER of the Plot thereafter. Each OWNER, by acceptance of a deed for a Plot, is personally covenanting and agreeing to pay any such obligation falling due prior to or during the time of his ownership and such personal obligation shall survive any conveyance.

4.2 Lien.

(a) If any OWNER fails to pay any costs or make any other payment herein required to be paid to the DECLARANT within thirty (30) days after written request by the DECLARANT, then the DECLARANT is hereby granted a lien on such OWNER'S Plot, which lien shall secure the payment then due and all sums coming due thereafter up to the date of the satisfaction or other discharge of the claim of lien hereinafter mentioned, together with interest at the highest permitted legal rate under the laws of the State of Florida from date of delinquency, and all costs of collection, including reasonable attorneys' fees, which includes those resulting from appellate proceedings, which may be incurred by the DECLARANT in enforcing this lien and the costs of performing any other work required to enforce compliance with this Article 4.

(b) The lien herein granted shall be effective from and after the date of recording of a Claim of Lien in the Public Records of Lee County, Florida, stating the description of the property encumbered thereby, the name of the OWNER, the amount then due and the date when due. The lien shall continue in effect for a period of twenty (20) years or until all sums secured by said lien shall have been fully paid and the lien satisfied or discharged, whichever occurs first.

(c) The DECLARANT may bring an action of law or equity against an OWNER to pay his personal obligations to the DECLARANT, or it may foreclose the lien against his Plot, or pursue both remedies at the same time. An OWNER against whom any such proceeding is successfully brought shall pay all costs of collection, including reasonable attorneys' fees, which includes those resulting from appellate proceedings.

(d) No OWNER may waive or otherwise escape liability for the payments provided for herein by non-use or abandonment of his Plot.

4.3 Reservation of Lien upon the Property

(a) DECLARANT hereby reserves a lien against the PROPERTY for the purpose of securing payment from the initial OWNER of the PROPERTY, as grantee under the terms of the Contract For Sale and Purchase with DECLARANT as grantor of said property, executed by DECLARANT on October 4, 1989, of sums due and owing to DECLARANT. Said sums shall be due and payable to DECLARANT at the time of initial resale closing of each and every unit planned and platted for said PROPERTY. Said lien shall only be effective against the initial resale closing of each and every unit by the initial OWNER/developer of the PROPERTY and shall not have any force or effect upon any future sales by subsequent owners. At the time of each initial resale closing, said sums due DECLARANT shall be calculated and paid to DECLARANT, or held in escrow as approved by DECLARANT, at which time DECLARANT shall execute and deliver to the closing agent a satisfaction and discharge of lien for the specific unit being sold, but said lien shall continue to remain in full force and effect against any remaining, unsold units.

(b) The lien herein reserved shall be effective from and after the date of recording of this DECLARATION in the Public Records of Lee County, Florida. The lien shall continue in effect for a period of twenty (20) years or until all sums secured by said lien shall have been fully paid and the lien satisfied or discharged, whichever occurs first.

(c) The DECLARANT may bring an action of law or equity against the initial OWNER to pay his obligation to the DECLARANT, or it may foreclose the lien against the unit so affected, or pursue both remedies at the same time. In the event such proceeding is successfully bought, the DECLARANT shall also receive all costs of collection, including reasonable attorney's fees, which includes those resulting from appellate proceedings.

4.4 Subordination of Liens

All liens herein created under this Article are specifically declared to be subordinate and inferior to the lien and operation of any first mortgage encumbering the Plot or Property in question given by the OWNER to an institutional mortgagee. For the purpose of this Section an institutional

mortgagee shall be a bank, savings and loan association, insurance company, union pension fund or any agency of the United States government, or any Person giving a mortgage insured by the Federal Housing Administration, the Veterans Administration, Federal National Mortgage Association, or any branch or agency of the United States government or the government of the State of Florida, and, furthermore, the term "institutional mortgagee" shall be deemed to include any mortgagee that DECLARANT shall declare by instrument in writing and place of record among the Public Records of Lee County, Florida, to be an institutional mortgagee.

ARTICLE 5 - NEIGHBORHOOD ASSOCIATIONS

5.1 Neighborhood Covenants.

In the event that any Neighborhood Association or similar entity which has been granted a right of enforcement by DECLARANT, does not enforce any or all provisions of its Neighborhood Covenants or perform any of its duties and responsibilities pursuant to its Articles of Incorporation, By-Laws or rules and regulations, DECLARANT may, in its sole discretion, enforce such Neighborhood Covenants, and perform such duties and responsibilities, including any and all maintenance provisions, and obtain the payment of the cost of such enforcement and maintenance pursuant to the provisions of Article 4 of this Declaration.

5.2 Entry Rights.

(a) Each Neighborhood Association, or similar entity, and each OWNER shall permit DECLARANT or its agents or employees to enter upon Neighborhood Common Area and upon the OWNER'S Plot at reasonable times, to carry out the provisions of this Declaration and the same shall not constitute a trespass.

(b) Such entry shall include, but not be limited to, the right to use of the Neighborhood Association's or OWNER'S water supply in reasonable amounts, without compensation to the Neighborhood Association or the OWNER if used for maintenance on the Common Area or on the OWNER'S Plot, as the case may be. This provision shall not be construed as authorizing the entry into any structure located on any Plot.

5.3 Amendments/Supplements to Declaration.

DECLARANT reserves the right, and the power, without the consent of any other Person being required:

(a) To amend the specific provisions of this Declaration insofar as they apply to one or more Neighborhoods without amending those provisions with respect to all Neighborhoods, and

(b) To supplement this Declaration by recording separate covenants, conditions, restrictions and other provisions applying to any specific Neighborhood.

ARTICLE 6 - GENERAL AND PROCEDURAL PROVISIONS

6.1 Declaration Runs With the Land.

The covenants, reservations, restrictions and other provisions of this Declaration shall run with and bind the PROPERTY subject hereto and shall inure to the benefit of the DECLARANT or any OWNER subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of forty (40) years from the date this Declaration is recorded, after which time these covenants, conditions, restrictions, and other provisions shall automatically be extended for successive periods of ten (10) years, unless an instrument signed by the then OWNERS of Plots assigned at least two-thirds (2/3) of the Property Units has been recorded agreeing to change or terminate these covenants, conditions, restrictions or provisions in whole or in part.

6.2 Completion of Construction - Remedy.

When the construction of any structure is once begun, work thereon must be prosecuted diligently and completed within a reasonable time. If for any reason work is discontinued or there is no substantial progress toward completion for a continuous sixty day period, then DECLARANT shall have the right to notify the OWNER of its intentions herein, enter the Plot and take such steps as might be required to correct the undesirable appearance. The reason for such correction shall be solely in the discretion of DECLARANT and may include but not be limited to aesthetic grounds. The OWNER shall be liable for all costs incurred in such action as provided in Article 4 hereof.

6.3 Non-Liability of DECLARANT.

The DECLARANT shall not in any way or manner be held liable or responsible for any violation of these covenants, conditions, restrictions or other provisions by any Person other than itself.

6.4 Amendment of Declaration.

In addition to any other right of amendment or modification provided for in this Declaration, in which case those provisions shall apply, DECLARANT may in its sole discretion, by an instrument filed of record, modify, enlarge, amend, waive or add to the covenants, conditions, restrictions and other provisions of this Declaration so long as the same do not substantially impair the General Development Plan.

6.5 Other Documents.

DECLARANT, any Neighborhood Association, or other entity provided for herein or in any applicable recorded instrument shall have such rights, powers, duties, and privileges as set forth herein or in the Articles of Incorporation, By-Laws and other constituent documents of such entity; however, no such entity may have rights, duties, powers or privileges that are in conflict with the provisions of this Declaration. The provisions of this Declaration shall prevail in all events of conflict.

6.6 Severability.

If any covenant, condition, restriction or other provision of this Declaration is held to be invalid in whole or in part by any Court of competent jurisdiction, then such holding shall in no way affect the validity of the remaining provisions of this Declaration, all of which shall remain in full force and effect.

6.7 Gender.

Wherever in this Declaration the context so requires the singular number shall include the plural, and the converse; and the use of any gender shall be deemed to include all genders.

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6.8 Notices.

(a) To DECLARANT. Notice to DECLARANT as may be required herein shall be in writing and delivered or mailed to DECLARANT at its principal place of business as shown by the records of the Secretary of State of the State of Florida, or at any other location designated by DECLARANT.

(b) To OWNER. Notice to any OWNER of a violation of any of these restrictions, or any other notice as may be required herein shall be in writing and shall be delivered or mailed to the OWNER at the address shown on the tax rolls of Lee County, Florida, or if not shown thereon, to the address of the OWNER, as shown on the deed granting title of a Plot or Plots to OWNER recorded in the Public Records of Lee County, Florida.

6.9 Construction.

The provisions of this DECLARATION shall be liberally interpreted and construed to provide maximum flexibility consistent with the General Development Plan and the purposes set forth herein, including the Preamble.

6.10 Assignment of Land Use

The PUD contains certain provisions which allow flexibility in assigning and reassigning various land uses to the real property within GATEWAY. DECLARANT reserves solely unto itself the right and the power to assign and reassign various land uses to real property owned or controlled by DECLARANT within GATEWAY as provided by the PUD, and to inaugurate and implement variations from, modifications to, or amendments of the PUD and any other governmental plans, land development regulations, development orders and development permits applicable to GATEWAY.

6.11 COMPULSORY CONSTRUCTION AND OPTION TO REPURCHASE.

(a) OWNER understands that DECLARANT requires construction to commence and be completed expeditiously. Once commenced, construction shall continue without interruption, except for reasons outside the control of OWNER due to war, strike, civil unrest, acts of God, or unusually severe weather.

(b) OWNER shall commence construction of a Golf Course Villa subdivision on the PROPERTY on or before March 1, 1990. Commencement of construction shall mean the completion of installation of the foundation for the principal building in OWNER'S project for the particular use being constructed.

(c) If OWNER fails to commence or complete construction in good faith as required herein, DECLARANT shall have the right, but not the obligation, to repurchase all or part of the PROPERTY at ninety percent (90%) of the Purchase Price paid by OWNER for the PROPERTY less the principal amount of any Mortgage to DECLARANT then outstanding, and less any attorney's fees, credits to DECLARANT, transfer fees and recording charges or other charges incurred by DECLARANT in conjunction with said repurchase. Prorations shall be made as of the date of closing. If DECLARANT shall elect to exercise said option to repurchase the PROPERTY, such option shall be exercised by DECLARANT within one hundred twenty (120) days of the date that OWNER shall have failed to commence construction as aforesaid. If said option is exercised, DECLARANT shall pay the repurchase amount in cash and OWNER shall deliver to DECLARANT a special warranty deed to the PROPERTY. OWNER shall pay and satisfy all liens and mortgages encumbering the PROPERTY imposed during the period of OWNER'S ownership.

(d) If the PROPERTY is encumbered by a Mortgage to someone other than DECLARANT, then DECLARANT shall not initiate any repurchase efforts until such time as a copy of written notice of the default has been provided to said Mortgagee, and the Mortgagee has been given thirty (30) days to attempt to remedy such default. If OWNER conveys PROPERTY to its prime acquisition or construction lender under a loan foreclosure situation either through the giving of a deed in lieu of foreclosure or acquisition after foreclosure, the time period for commencement or re-commencement of construction will be lengthened to one (1) year from the date of the acquisition by such lender. If during said one (1) year time period such lender finds a ready, willing and able buyer for the PROPERTY who agrees to improve the PROPERTY under the Declaration of Protective Covenants and Restrictions, Neighborhood Covenants and any documents ancillary and related thereto, then such lender shall notify DECLARANT in writing of said offer and the terms and conditions thereof, and DECLARANT shall have the opportunity, within thirty (30) days of receipt of said notification to acquire the PROPERTY from such lender at the same purchase price offered by the proposed buyer. If DECLARANT does not exercise its right to acquire the PROPERTY from the lender then the lender may sell the PROPERTY to said

buyer, provided that said buyer will be bound by and obligated to comply with: the requirement to commence and/or complete construction within a period of time acceptable to DECLARANT; and, the Declaration of Protective Covenants and Restrictions; and, Neighborhood Covenants; and, any documents ancillary and related thereto; and, DECLARANT'S design review procedures.

IN WITNESS WHEREOF, Westinghouse Gateway Communities, Inc., a corporation organized and existing under the laws of the State of Florida does hereby execute this Declaration.

Witnesses:

Elena Martin

Joann Finn

WESTINGHOUSE GATEWAY COMMUNITIES, INC.

BY:

Steven C. Vartan
Steven C. Vartan
Senior Vice President

ATTEST:

James M. Jerrel
James M. Jerrel,
Assistant Secretary

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me this 3rd day of November, 1989 by STEVEN C. VARTAN, Senior Vice President, of WESTINGHOUSE GATEWAY COMMUNITIES, INC., a Florida corporation, on behalf of the corporation.

Joann Finn
Notary Public

(seal)

My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires July 31, 1991
Bonded thru Huckleberry & Associates

JOHNSON ENGINEERING, INC.

2156 JOHNSON STREET
TELEPHONE (813) 334-0046
TELECOMMER (813) 334-3661
POST OFFICE BOX 1550
FORT MYERS, FLORIDA
33902-1550

CARLE JOHNSON
1911-1968

CIVIL ENGINEERS AND LAND SURVEYORS

October 25, 1989

REVISED DESCRIPTION

PARCEL 20

SECTION 7, T. 45 S., R. 26 E.
LEE COUNTY, FLORIDA

A tract or parcel of land lying in the west half (W-1/2) of Section 7, Township 45 South, Range 26 East, Lee County, Florida which tract or parcel is more particularly described as follows:

From the northwest corner of the southwest quarter (SW-1/4) of said Section 7 run S 00° 57' 26" E along the westerly line of said fraction for 280.38 feet; thence run N 89° 02' 34" E perpendicular to said west line for 70.00 feet to the Point of Beginning.

From said Point of Beginning run N 04° 43' 19" E along the westerly line of a drainage and utility easement (being 10.00 feet wide for 130.03 feet and 6.00 feet wide for 72.08 feet) for 202.11 feet; thence run along the westerly and northerly line of a drainage and utility easement (6.00 feet wide) the following courses: N 00° 57' 26" W for 57.42 feet to a point of curvature; thence run northerly, northeasterly and easterly along the arc of a curve to the right of radius 30.00 feet (chord bearing N 44° 28' 53" E) (chord 42.75 feet) (delta 90° 52' 38") for 47.58 feet to a point of tangency; thence run N 89° 55' 12" E for 42.82 feet to a point of curvature; thence run easterly along the arc of a curve to the right of radius 965.00 feet (chord bearing S 87° 44' 57" E) (chord 78.49 feet) (delta 04° 39' 42") for 78.51 feet to a point of tangency; thence run S 85° 25' 06" E for 269.55 feet; thence run along the northeasterly, easterly and southeasterly line of a drainage and utility easement (20.00 feet wide) the following courses: S 35° 45' 00" E for 94.00 feet; thence run S 05° 41' 00" E for 103.00 feet; thence run S 09° 39' 00" W for 96.00 feet; thence run S 35° 00' 00" W for 75.71 feet; thence run along the easterly, southerly, easterly, southerly and westerly line of a drainage and utility easement (10.00 feet wide) the following courses: S 00° 57' 26" E for 999.90 feet; thence run S 89° 02' 34" W for 275.09 feet; thence run S 00° 57' 26" E for 94.33 feet; thence run S 89° 02' 34" W for 164.85 feet; thence run N 00° 57' 26" W for 1172.24 feet to the Point of Beginning.


Containing 14.28 acres more or less.

SUBJECT TO the hereinabove described drainage and utility easements.

Bearings hereinabove mentioned are Plane Coordinate for the Florida West Zone (1979 Adjustment).

EXHIBIT A

WBP/pd
17920


W. BRITT POMEROY, JR.
Professional Land Surveyor
Florida Certificate No. 4448

OR2107 Pg1143

CHARLIE GREEN LEE CITY FL
89 NOV -6 AM 10:28

CHAIRMAN
ARCHIET GRANT, JR.

PRESIDENT
FORREST H. BANKS

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STEVEN K. MORRISON
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W. DAVID KEY, JR.
W. BRITT POMEROY
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CONSULTANTS
LEIF E. JOHNSON
LESTER L. BULSON
ROBERT S. O'BRIEN