

PREPARED BY AND TO BE RETURNED TO:
Steven I. Winer, Esquire
Annis, Mitchell, Cockey, Edwards & Roehn, P.A.
12800 University Drive, Suite 600
Fort Myers, Florida 33906

INSTR # 4753781
OR BK 03188 PG 1996

RECORDED 11/16/99 09:24 AM
CHARLIE GREEN CLERK OF COURT
LEE COUNTY
RECORDING FEE 37.50
DEPUTY CLERK J Miller

37.50

**DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS**

This Declaration is made this 29th day of OCTOBER, 1999, by CHAMPIONS GREEN, LTD., a Florida limited partnership ("Champions Green"), whose address is 9240 Bonita Beach Road, Suite 117, Bonita Springs, Florida 34135, and CHAMPIONS GREEN CONDOMINIUM ASSOCIATION, INC., a Florida nonprofit corporation (the "Association"), whose address is 9240 Bonita Beach Road, Suite 117, Bonita Springs, Florida 34135, in favor of all present and future owners of parcels located within the land described on Exhibit "A" attached hereto (the "Land").

WHEREAS, Champions Green is the developer of Phase 1 of Champions Green, a Condominium (the "Condominium"), created pursuant to the Declaration of Condominium recorded at O.R. Book 2285, Page 3348, Public Records of Lee County, Florida (the "Declaration of Condominium"), which Condominium is located on the real property described on Exhibit "B" attached hereto; and

WHEREAS, the Association is the entity responsible for the maintenance and operation of the Condominium and Condominium property; and

WHEREAS, the Declaration of Condominium provides that a total of up to eleven (11) Phases, for a total of up to eighty-eight (88) Units, may be submitted to the Condominium; however, the time within which such additional Phases may be submitted to the Condominium has passed by law; and

WHEREAS, the Land described on Exhibit "A" encompasses the real property described as proposed Phases 2 through 11, inclusive, of the Condominium; and

WHEREAS, Champions Green owns the fee title to the Land described on Exhibit "A" attached hereto; and

WHEREAS, a clubhouse, pool and other recreational facilities (collectively the "Recreational Facilities") are common elements on Phase 1 of the Condominium; and

WHEREAS, pursuant to Section 6.3 of the Declaration of Condominium, certain easements and use rights are granted to the Developer and all future owners of the land

described on Exhibit "A" attached hereto, to use and enjoy the Recreational Facilities in common with the unit owners in Phase 1 of the Condominium; and

WHEREAS, the Association and Champions Green desire to enter into this Agreement reaffirming the right of the current and future owners of the Land described on Exhibit "A" attached hereto to use and enjoy the Recreational Facilities, subject to the terms and conditions contained in the Declaration of Condominium and herein; and

WHEREAS, in connection therewith, the Association desires to grant certain easements to the current and future owners of the Land described on Exhibit "A" attached hereto.

NOW, THEREFORE, in consideration of the above premises, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree and declare as follows:

Section 1: Submission; Right to Use and Enjoy Recreational Facilities

1.1 Recitals. The above recitals are true and correct and are incorporated herein by reference and made a part hereof.

1.2 Submission. Champions Green hereby submits the Land described on Exhibit "A" attached hereto to all of the terms, conditions, covenants and restrictions contained herein.

1.3 Right to Use and Enjoy Recreational Facilities. All present and future owners of parcels or units within the Land described on Exhibit "A" attached hereto, and their tenants, guests, family members and invitees, shall have the non-exclusive right to use and enjoy the Recreational Facilities, including, but not limited to, the clubhouse, pool, pool area and related facilities. Such use shall be at all times in compliance with the rules and regulations established by the Association from time to time in accordance with the Declaration of Condominium.

1.4 Residential Use; Maximum Number of Units. So long as this Declaration remains in effect, the Land described on Exhibit "A" attached hereto shall only be used and developed for residential purposes; provided, however, that Champions Green, its successors and assigns, may use portions of the Land for temporary offices, sales offices, model homes or units, and related sales activities. No more than sixty-four (64) residential dwelling units shall be constructed on the Land.

1.5 Maintenance and Operation of Recreational Facilities. The Association shall be responsible for maintenance and operation of the Recreational Facilities. The cost of such maintenance and operation shall be borne equally among the owners of units in the Condominium and the owners of residential units constructed on the Land. Each owner's proportionate share of the cost and expense of maintenance and operation of the Recreational Facilities shall be equal to a fraction, the numerator of which shall be the total number of units in the Condominium or on the Land owned by such owner, and the denominator of which shall be the total number of units sharing in the use and enjoyment of the Recreational Facilities. Notwithstanding anything herein to the contrary, the obligation of owners of units on the Land described on Exhibit "A" attached hereto to share in the expense of maintenance and operation of the Recreational Facilities shall not commence until such time as a Certificate of Occupancy has been issued by the appropriate governmental authority for such owner's dwelling unit. All owners of dwelling units on the Land shall be responsible for their share of the cost and

expense of operation and maintenance of the Recreational Facilities; and no owner of any dwelling unit on the Land may avoid his share of the cost and expense of maintenance and operation of the Recreational Facilities by waiver of the use and enjoyment of the Recreational Facilities or otherwise.

1.6 Property Owners' Association: Lien Rights. In connection with any development of the Land, a mandatory property owners' association shall be formed which shall be responsible for collection of the amounts owing from owners of dwelling units on the Land for their share of the cost and expense of operation and maintenance of the Recreational Facilities. Said property owners' association to be formed shall have a lien right against the dwelling unit of an owner who refuses or fails to pay his share of the cost and expense of operation and maintenance of the Recreational Facilities, which shall be enforced in accordance with such association's governing documents.

1.7 Construction. In the event of any conflict between the terms and conditions contained herein and the terms and conditions of Section 6.3 of the Declaration of Condominium, the terms and conditions of Section 6.3 of the Declaration of Condominium shall control.

Section 2: Easements

2.1 Grant of Easement. The Association hereby confirms and ratifies the easements set forth in Sections 6.3 A., B., C. and D. of the Declaration of Condominium. The Association, for itself and all owners of units in the Condominium, hereby grants to Champions Green and all future owners of all or any part of the Land, and their tenants, guests, family members and invitees, a non-exclusive easement for pedestrian and vehicular access to and ingress from the Land and Recreational Facilities, and for parking of vehicles in designated parking spaces from time to time, over and across the common elements of the Condominium that may be designed for such purposes from time to time.

2.2 Easement Runs With Land. The Easement granted above shall run with the land, and shall be binding on the Association and all owners of units in the Condominium, and their successors, personal representatives, heirs and assigns.

Section 3: Miscellaneous Provisions

3.1 Waiver. No provisions contained in this Declaration shall be deemed to have been waived by reason of any failure to enforce the same, without regard to the number of violations or breaches which may occur.

3.2 Gender: Plurality. As used herein, all such references shall be deemed to include the singular or plural person and the masculine, feminine or neuter gender, as required by the context.

3.3 Captions. The captions herein are inserted only as a matter of convenience and for ease of reference and in no way define or limit the scope of the particular document or any provision hereof.

3.4 Governing Law and Venue. This Declaration shall be governed and construed in accordance with the laws of Florida; and any action brought hereon shall only be brought in a court of competent jurisdiction in Lee County, Florida.

3.5 Term. This Declaration shall remain in force for an initial term of twenty-five (25) years, and shall thereafter automatically renew for successive ten (10) year periods unless terminated by mutual agreement of the Association and all owners of any interest in the Land.

IN WITNESS WHEREOF, the parties have executed this Declaration the day and year first above written.

WITNESSES:

Kelly E. Pokorny
Sign Name
Kelly E. Pokorny
Print Name

John P. Flanagan
Sign Name
JOHN P. FLANAGAN
Print Name

CHAMPIONS GREEN, LTD., a Florida limited partnership

By: Champions Green Development Company, Its General Partner

By: Kirt A. Reinert
Kirt A. Reinert, Vice President

Kelly E. Pokorny
Sign Name
Kelly E. Pokorny
Print Name

John P. Flanagan
Sign Name
JOHN P. FLANAGAN
Print Name

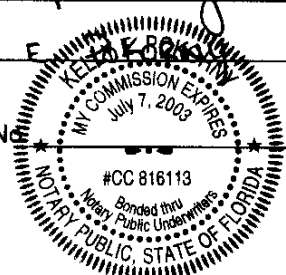
CHAMPIONS GREEN CONDOMINIUM ASSOCIATION, INC., a Florida nonprofit corporation

By: [Signature]
Its: Secretary

STATE OF FLORIDA)
COUNTY OF LEE)

The foregoing instrument was acknowledged before me this 29th day of October, 1999, by KIRT A. REINERT, Vice President of CHAMPIONS GREEN DEVELOPMENT COMPANY, General Partner of CHAMPIONS GREEN, LTD., a Florida limited partnership, who is personally known to me, who did take an oath, and who acknowledged before me that he executed the same as his free and voluntary act for the uses and purposes therein set forth.

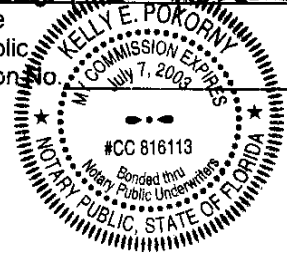
Kelly E. Pokorny
Sign Name
Kelly E. Pokorny
Print Name
Notary Public
Commission No. _____



STATE OF FLORIDA)
COUNTY OF LEE)

The foregoing instrument was acknowledged before me this 29th day of October, 1999, by PATRICK B. REINERT, as Secretary of CHAMPIONS GREEN CONDOMINIUM ASSOCIATION, INC., a Florida nonprofit corporation, who is personally known to me, who did take an oath, and who acknowledged before me that he executed the same as his free and voluntary act for the uses and purposes therein set forth.

Kelly Pokorny
Sign Name
Kelly E. Pokorny
Print Name
Notary Public
Commission No. KELLY E. POKORNY
My Commission Expires July 7, 2003



Bean, Whitaker, Lutz & Barnes, Inc.

CONSULTING ENGINEERS AND SURVEYORS

13141-B MCGREGOR BOULEVARD
FORT MYERS, FLORIDA 33919
(813) 481-1331

1325-D DEL PRADO BOULEVARD
CAPE CORAL, FLORIDA 33990
(813) 772-1331

PLEASE REPLY TO:
FORT MYERS OFFICE
FAX (813) 481-1073

Description of a Parcel of Land
Lying in
Section 12, T-45-S, R-25-E
and
Section 7, T-45-S, R-26-E
Lee County, Florida
(Champions Green at Gateway - Overall Parcel)

A parcel of land situated in the State of Florida, County of Lee, being a part of the northeast one quarter (NE 1/4) of Section 12, Township 45 South, Range 25 East, and being a part of the northwest one quarter (NW 1/4) of Section 7, Township 45 South, Range 26 East, and further bounded and described as follows:

Starting at the southwest corner of the northwest quarter (NW 1/4) of said Section 7; thence N01°05'33"W along the westerly line of said fraction for 80.01 feet to the northerly line of Gateway Greens Drive (70 feet wide) and the Point of Beginning; thence S89°55'12"W along said northerly line for 221.14 feet; thence run S86°34'53"W for 200.31 feet; thence run N00°00'00"W for 152.44 feet; thence N90°00'00"W for 90.00 feet; thence N00°00'00"W for 114.14 feet; thence N45°00'00"W for 22.43 feet; thence N90°00'00"W for 92.93 feet; thence N31°55'01"E for 26.52 feet; thence N27°55'17"E for 21.43 feet; thence N08°30'00"E for 108.07 feet; thence N64°00'46"E for 46.10 feet; thence S60°28'27"E for 134.98 feet; thence S77°20'09"E for 216.89 feet; thence S87°58'15"E for 145.53 feet; thence N81°21'17"E for 117.17 feet; thence N84°58'00"E for 209.26 feet; thence S88°22'42"E for 228.33 feet; thence S18°30'52"E for 56.39 feet; thence S01°46'01"E for 42.75 feet; thence S01°33'09"W for 55.07 feet; thence S13°27'40"E for 28.00 feet; thence S21°34'17"E for 67.07 feet; thence S10°54'46"E for 28.34 feet; thence S11°39'46"W for 66.26 feet; thence S06°20'08"W for 40.90 feet to the northerly line of the aforesaid Gateway Greens Drive; thence N85°25'06"W along said northerly line for 277.19 feet to the beginning of a curve concave to the south having a radius of 1035.00 feet; thence westerly along said curve and along said northerly line through a central angle of 04°39'42" for 84.21 feet; thence S89°55'12"W for 164.56 feet to the Point of Beginning.

Containing 8.33 acres, more or less.

Subject to a 10 foot utility easement recorded in Official Records Book 2112 at Page 3027.

Continued. . .

B
W
L
B
Z

OR 2285 PG 394

OR BK 03188 PG 2801

EXHIBIT "A" - Continued -

Bean, Whitaker, Lutz & Barnes, Inc.

Description of a Parcel of Land
Lying in
Section 12, T-45-S, R-25-E
and
Section 7, T-45-S, R-26-E
Lee County, Florida
(Champions Green at Gateway - Overall Parcel)
- Continued -

Subject to a 10 foot golf course irrigation easement recorded in Official Records Book 2025 at Page 2542.

Subject to utility easements as recorded in Official Records Book 2058 at Pages 607-627.

Subject to easements, restrictions, reservations and rights-of-way (written and unwritten, recorded and unrecorded).

Bearings based on the west line of the northwest one quarter (NW 1/4) of Section 7 as bearing N01°05'33"W.

CS/AT
30-OVERALL1

August 1, 1990

25128

LESS AND EXCEPT THE REAL PROPERTY DESCRIBED ON EXHIBIT "B" ATTACHED HERETO.

OR2285 PG395

OR BK 03188 PG 2002

Bean, Whitaker, Lutz & Barnes, Inc.

CONSULTING ENGINEERS AND SURVEYORS

13141-B MCGREGOR BOULEVARD
FORT MYERS, FLORIDA 33919
(813) 481-1331

1325-D DEL PRADO BOULEVARD
CAPE CORAL, FLORIDA 33990
(813) 772-1331

PLEASE REPLY TO:
FORT MYERS OFFICE

Description of a Parcel of Land
Lying in
Section 7, T-45-S, R-26-E .
and
Section 12, T-45-S, R-25-E
Lee County, Florida
(Champions Green at Gateway - Phase 1)

A parcel of land situated in the State of Florida, County of Lee, being a part of the northwest one quarter (NW 1/4) of Section 7, Township 45 South, Range 26 East, and being a part of the northeast one quarter (NE 1/4) of Section 12, Township 45 South, Range 25 East, and further bounded and described as follows:

Starting at the southwest corner of the northwest one quarter (NW 1/4) of Section 7; thence N01°05'33"W along the west line of said fraction and along the east line of the northeast one quarter (NE 1/4) of Section 12 a distance of 80.01 feet to the northerly right-of-way line of Gateway Greens Drive (70 feet wide); thence S89°55'12"W along said right-of-way line for 43.75 feet to the Point of Beginning; thence N12°43'49"W for 104.15 feet; thence N19°27'57"W for 104.74 feet; thence N82°22'03"E for 123.69 feet; thence S77°44'35"E for 32.07 feet; thence N89°29'27"E for 39.66 feet; thence S68°09'06"E for 83.19 feet; thence S88°35'59"E for 185.89 feet; thence N10°34'48"W for 40.89 feet; thence N88°22'42"W for 15.00 feet; thence N01°37'18"E for 138.00 feet; thence S88°22'42"E for 152.23 feet; thence S18°30'52"E for 56.39 feet; thence S01°46'01"E for 42.75 feet; thence S01°33'09"W for 55.07 feet; thence S13°27'40"E for 28.00 feet; thence S21°34'17"E for 67.07 feet; thence S10°54'46"E for 28.34 feet; thence S84°29'23"W for 120.00 feet; thence S69°50'31"W for 85.09 feet; thence S04°34'54"W for 50.00 feet to the aforesaid northerly right-of-way line; thence N85°25'06"W along said right-of-way line for 91.19 feet to the beginning of a curve concave to the south having a radius of 1035.00 feet; thence westerly along said curve and right-of-way line through a central angle of 04°39'42" for 84.21 feet; thence S89°55'12"W along said right-of-way line for 208.31 feet to the Point of Beginning.

Parcel contains 2.99 acres, more or less.

Bearings based on the west line of the northwest one quarter (NW 1/4) of Section 7 as bearing N01°05'33"W.

Subject to easements, restrictions, reservations and rights-of-way (written and unwritten, recorded and unrecorded).

RN/AT
41-1

February 28, 1991

25128

OR2285 PG393

OR BK 03188 PG 2003

BWL
N