

**RESTATED DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS¹
FOR
HERITAGE POINTE**

For the purpose of preserving, protecting and enhancing the values of the property and amenities in the Heritage Pointe Community and the general health, safety and welfare of the members, the Developer of Heritage Pointe recorded a Declaration of Covenants, Conditions and Restrictions for Heritage Pointe on November 20, 2003, in Official Records Book 4126, Pages 4281, *et seq.*, Lee County, Florida Public Records. Amendments to the Declaration have subsequently been recorded. The legal descriptions of the real property in the Community are attached as **Exhibit “A”**.

All real property in the Community shall be held, owned, sold, transferred, conveyed and occupied subject to the covenants, conditions and restrictions hereinafter set forth, which shall be binding upon persons having any right, title or interest in or to the subject real property, and their heirs, successors and assigns and shall constitute covenants running with the land.

1. DEFINITIONS. The following definitions shall apply to the terms used in this Declaration and its recorded exhibits, or if not defined below unless the context clearly requires another meaning.

1.1 “Architectural Review Committee” (“ARC”) means the Architectural Review Committee as established and empowered in Section 6 of this Declaration.

1.2 “Assessment” or “Assessments” means a share of the funds required for the payment of the expenses of the Master Association which from time to time is assessed against the members, including without limitation annual assessments and special assessments, as authorized by Section 9 of this Declaration and does not mean a non-ad valorem special assessment (by any name) which may be levied and imposed on the property by a general purpose or special purpose local government.

1.3 “Master Association” or “Association” means Heritage Pointe Master Association, Inc., a Florida corporation not for profit, which has its principal place of business in Lee County, Florida, as successor by merger to Terrace I at Heritage Pointe Association, Inc., Terrace II at Heritage Pointe Association, Inc., Terrace III at Heritage Pointe Association, Inc., Terrace IV at Heritage Pointe Association, Inc., Terrace V at Heritage Pointe Association, Inc., Terrace VI at Heritage Pointe Association, Inc. and Heritage Pointe Master Association, Inc.

¹ Editor’s Note: This document restates the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Heritage Pointe recorded at Instrument No. 2012000120166, Public Records of Lee County, Florida. This document includes the amendments recorded on April 3, 2014 at Instrument No. 2014000067726, Public Records of Lee County, Florida.

1.4 “Board” means the Board of Directors of Heritage Pointe Master Association, Inc.

1.5 “Builder” means any or all of the following: the Declarant, or any of their successors, assigns or designees, and any other person or entity that acquires land in Heritage Pointe for the purpose of development or to whom the Declarant sells land within Heritage Pointe and specifically assigns, in writing, any development rights it may have under this Declaration. The owner of a Parcel shall not, solely by virtue of having purchased a Parcel, be deemed a builder or a successor or assignee of the development rights of a builder, or of the Declarant for the purposes of this paragraph, unless an instrument of assignment or conveyance expressly so states.

1.6 “Community” means the Common Areas owned and operated by Heritage Pointe Master Association, Inc., the improvements thereon, and the Condominiums operated by the Association.

1.7 “Common Area” means all property, real or personal, dedicated to or owned, administered or operated as property for the use and enjoyment of all the members.

1.8 “County” or “the County” means Lee County, Florida.

1.9 “Declarant” means U.S. Home Corporation, a Delaware corporation authorized to do business in the State of Florida, its successors or assigns.

1.10 “Developer” means U.S. Home Corporation, a Delaware corporation authorized to do business in the state of Florida, its successors or assigns, or any other developer to which the Declarant may have assigned all rights it may have had under this Declaration to develop part or all of Heritage Pointe.

1.11 “Governing Documents” means this Declaration, and the Articles of Incorporation, Bylaws, and the Rules and Regulations of the Master Association. In the event of a conflict in the interpretation of the Governing Documents, they shall be applied in the order of priority as listed herein.

1.12 “Institutional Mortgagee” means:

(A) a lending institution having a first mortgage lien upon a Parcel, including any of the following institutions: a Federal or State savings and loan or building and loan association, a bank chartered by a state or federal government, a real estate investment trust, a pension and profit sharing trust, a mortgage company doing business in the State of Florida, or a life insurance company; or

(B) a governmental, quasi-governmental or private agency that is engaged in the business of holding, guaranteeing or insuring residential mortgage loan (including without limitation the Federal National Mortgage Association), Governmental National Mortgage Association, Federal Home Loan Mortgage Corporation,

Federal Housing Administration and Veterans Administration and which holds, guarantees or insures a first mortgage upon a Living Unit; or

(C) the Developer, and any and all investors or lenders, or the successors and assigns of such investors or lenders which have loaned money to Developer to acquire, develop, or construct improvements upon, the Community and who have a mortgage lien on all or a portion of the Community securing such loan. An Institutional Mortgage” is a mortgage held by an Institutional Mortgagee encumbering a Living Unit.

1.13 “Lands” means the land described in **Exhibit “A”** to this Declaration, as it may be amended from time to time.

1.14 “Living Unit” or “**Unit**” means any residential structure, including a single family detached or attached dwelling unit(s), condominium unit(s) or apartment unit(s), located within the Community and intended for occupancy by one family or household.

1.15 “Member” means any or all of those persons who are entitled to membership in the Master Association, as provided in the Governing Documents.

1.16 “Heritage Pointe” is the name of the Community.

1.17 “Neighborhood” means a condominium where all the Living Units are subject to a single common recorded declaration of condominium.

1.18 “Neighborhood Common Area” means that real property, including any improvements and fixtures thereon, which is owned or leased by, or dedicated to, the Owners in a Neighborhood for their common use and enjoyment.

1.19 “Neighborhood Covenants” means any and all covenants, conditions, restrictions, and other provisions imposed by recorded declaration or other instrument, applicable to one or more specific Neighborhoods, including the recorded Articles of Incorporation and Bylaws.

1.20 “Owner” means the record owner of legal title to any Living Unit or Parcel.

1.21 “Parcel” means any and all unplatted portions of the Community.

1.22 “RPD” means and refers to residential planned development project, created by Lee County Resolution #2-01-042 as adopted by the Board of County Commissioners of Lee County, Florida, on December 17, 2001, and as amended from time to time.

1.23 “Rules and Regulations” means the administrative regulations governing use of the Common Areas and procedures for administering the Master Association, as adopted, and amended from time to time by resolution of the Board of Directors.

1.24 “SFWMD” means South Florida Water Management District.

1.25 “SFWMD Permit” refers to the SFWMD Permit as it may be amended from time to time.

1.26 “Service Assessment” means a charge against one or more Living Units for any service, material or combination thereof which may be provided by the Master Association for the use and benefit of the owner(s) on a voluntary basis, such as contracting in bulk for repairs, services, materials or maintenance. The amount paid or incurred by the Master Association on behalf of the owners accepting or receiving such material or service shall be a service assessment against the Living Units so benefitted. An owner is deemed to have agreed to such assessment by the act of subscribing to, requesting, or accepting the material or service.

1.27 “Stormwater Management System” means that system approved by the SFWMD permit.

1.28 “Structure” means something 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 a 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.” The term includes, without limitation, all Living Units, swimming pools, spas, fences, flagpoles, antennas, basketball backboards, skateboard ramps, swing sets or other play equipment, and storage sheds.

1.29 “Voting Interests” means the arrangement established in Section 2 of the Bylaws of the Master Association by which certain classes of members are entitled to vote in the affairs of the Master Association.

1.30 “Guest” means any person who is physically present in, or occupies a unit on a temporary basis [thirty (30) days or less during any twelve (12) month period] at the invitation of the owner or legally permitted occupant, without the payment of consideration.

2. GENERAL DEVELOPMENT PLAN. The Community is a Residential Planned Development (“RPD”), comprising of land described in **Exhibit “A”** including eleven (11) building structures in six (6) separate condominiums.

The entry feature, gated entry and interior roads, streets and road right-of-ways within the community have been dedicated to the Master Association as Common Area. Additional recreational amenities, including a Community Center and swimming pool and spa, are Common Areas.

3. THE ASSOCIATION’S PURPOSES AND POWERS. The primary purposes of the Association are to hold title to, operate and maintain the Common Areas of Heritage Pointe; to manage and operate the six (6) Terrace at Heritage Pointe Condominiums; to enforce restrictive covenants applicable to the Community; to provide architectural and aesthetic control; and to take such other action as the Association is authorized or required to take with regard to the Community pursuant to the Governing Documents and the Condominium Documents. The Association shall operate, insure, maintain and repair Common Areas, regardless of whether legal right to that property has been formally conveyed to the Master Association and the various Condominium Properties, as set forth in the Declarations of Condominium.

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3.1 Community Common Areas. The Master Association shall operate, maintain and hold record title to the Community Common Areas. Community Common Areas may include the Community Center, vehicle parking area, perimeter road, surface water management system, and swimming pool, as depicted on the site plan. The Board of Directors may promulgate reasonable rules and regulations regarding use of the Community Common Areas consistent with the Governing Documents. Use of Community Common Areas shall be available to all members and their invitees, guests, family members and tenants, subject to the rules and the Governing Documents. The costs of operating, maintaining, repairing, insuring and protecting the Community Common Areas and the facilities located thereon or connected therewith shall be assessed equally against all Living Units.

3.2 Manager. The Master Association may contract, employ and pay for the services of an entity or person to assist in managing its affairs and carrying out its responsibilities, and may employ other personnel as the Master Association shall determine to be necessary or desirable.

3.3 Personal Property. The Master Association may acquire and hold tangible and intangible personal property and may dispose of the same by sale or otherwise.

3.4 Insurance. The Master Association at all times shall procure and maintain adequate policies of public liability and other insurance as it deems advisable or necessary and as required in Section 12 below. The Master Association additionally shall cause all persons with access to Master Association funds to be insured or bonded with adequate fidelity insurance or bonds.

3.5 Express and Implied Powers. The Master Association may exercise any rights, power or privilege given to it expressly by the Governing Documents or by the law in effect at the time this Declaration is recorded, and every other right, power or privilege reasonably inferable therefrom.

3.6 Acts of the Master Association. Unless the approval or affirmative vote of the members is specifically made necessary by some provision of applicable law or the Governing Documents, all approvals or actions permitted or required to be given or taken by the Master Association may be given or taken by its Board of Directors, without a vote of the members. The officers and Directors of the Master Association have a fiduciary relationship to the members. A member does not have the authority to act for the Master Association by reason of being a member.

3.7 Articles of Incorporation. The Articles of Incorporation of the Master Association are recorded at O.R. Book 4126, Pages 4281, *et. seq.*, Public Records of Lee County, Florida, as amended from time to time.

3.8 Bylaws. The Bylaws of the Master Association are recorded at Instrument # 2010000216254, Public Records of Lee County, Florida, as amended from time to time.

3.9 Official Records. The official records of the Master Association shall be maintained within the State of Florida 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 Master 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 Community. The Master Association may adopt reasonable written rules governing the frequency, time, location, notice, and manner of inspection, and may impose fees to cover the costs of providing copies of the official records, including, without limitation, the costs of copying. The Master 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 its actual costs for reproducing and furnishing these documents to those persons who are entitled to receive them.

3.10 Polling Places. Accommodation may be made for the future use of building space within the Common Areas for the purposes of accommodating the function of an electoral polling place.

3.11 Treated Effluent. The Association may negotiate an agreement with any effluent supplier for the use of treated sewage of effluent within the project for irrigation purposes throughout the subdivision, including all common areas, neighborhood common areas and units. The Association would be responsible for providing all on-site piping and pumping facilities from the point of delivery to the project, and negotiate with the effluent supplier to provide full or partial on-site storage facilities, as required by the Florida Department of Environmental Protection consistent with the volume of treated wastewater to be utilized. All owners within Heritage Pointe by the act of purchasing, are deemed to have irrevocably consented to the irrigation of the Common Areas and Neighborhood Common Areas with treated effluent, provided that the effluent emanates from an approved treatment plant with a current operating permit from the State of Florida, Department of Environmental Protection, or other such agency with jurisdiction. The cost of such treated effluent and all administrative, operational, maintenance and support costs related to it, are anticipated to be expenses of the Master Association.

3.12 Hurricane Preparedness. It shall be the responsibility of the Master Association to establish and maintain an educational program for hurricane preparedness. The program must, at a minimum, consist of annually describing to the residents the risks of hurricane hazards and actions to mitigate the dangers that these hazards present.

4. MASTER ASSOCIATION MEMBERSHIP VOTING RIGHTS. Every owner of record legal title to a Living Unit within the Community shall be a member of the Master Association as further defined in Section 4.1 below. Membership is appurtenant to, and may not be separated from, ownership of a Living Unit. The rights, powers, duties and privileges of members shall be as set forth in this Declaration, and in the Articles of Incorporation and Bylaws of the Master Association.

4.1 Classes of Membership. The Master Association will have one (1) class of voting membership, as follows:

(A) Regular Members. Regular Members shall be the Owners of Units within the Community.

4.2 Master Association Rights and Easements. Members in good standing have the non-exclusive right to use the Common Areas subject to:

(A) The right of the Master Association, by and through its Board of Directors, to adopt the annual budget and to determine the annual assessments to be paid by members;

(B) The right of the Master Association, by and through its Board of Directors, to charge any admission, use, or other fees for any Common Areas as the Board may deem appropriate. The fees may be higher for non-owners than for owners;

(C) The right of the Master Association, by and through its Board of Directors, to suspend a member's right to use Common Areas for the period during which any assessment or charge against the member's Living Unit remains unpaid and past due, and for a reasonable period during or after any infraction of the Master Association's rules and regulations;

(D) The right of the Master Association, by and through its Board of Directors, to dedicate or transfer all or any part of the Common Areas to any governmental agency, public authority, or utility.

(E) The right of the Master Association, by and through its Board of Directors, to grant easements over, across or through the Common Areas;

(F) The right of the Master Association, by and through its Board of Directors, to open the Common Areas for use by non-members of the Master Association, or non-owners.

(G) The right of the Master Association, by and through its Board of Directors, with the prior assent of a two-thirds (2/3rds) of the voting interests, to borrow money for the purpose of improving the Common Areas, and in aid thereof, to mortgage Common Areas;

(H) The right of the Master Association, by and through its Board of Directors, to take such steps as are reasonably necessary to protect the Common Areas;

(I) The right of the Master Association, by and through its Board of Directors, to close or restrict access to the Common Areas for limited periods of time to conduct special events;

(J) The right of the Master Association, by and through its Board of Directors, to regulate parking and traffic on the private roads within the Community, including without limitation the use of access gates or speed bumps;

(K) The provisions of this Declaration, the Articles of Incorporation and Bylaws of the Master Association; and any rules and regulations governing use and enjoyment of the Common Areas adopted by the Master Association;

(L) The right of the Master Association to dedicate or transfer ownership or control of all or any part of the Common Areas to any other governmental agency, public authority, or utility.

4.3 Delegation of Use Rights In Common Areas. Guests accompanied by a member shall have the right to use the Common Areas, but only to the extent provided in the Master Association's rules and regulations, and subject to the conditions, limitations and restrictions as may be stated therein. If the Master Association permits a member to delegate his/her use rights in Common Areas to his/her guests, then a fee may be imposed, which fee may be charged in an amount which is not necessarily limited by or related to the cost of processing the delegation. Each member shall be financially and legally responsible to the Master Association for the actions and debts to the Master Association of any person to whom the member has delegated his right to use the Common Areas. The member may not delegate the obligation to pay Master Association assessments. Upon the lease of a Living Unit to which a membership is appurtenant, the lessor may retain the right to use the membership, in which case the tenant shall have no such rights. If a member delegates his privileges to a tenant residing in his Living Unit, the member shall not be entitled to use of the facilities, except as a guest of another member, during the period of the delegation.

4.4 Separation of Ownership. The ownership of the Living Unit constructed thereon, may not be separated or separately conveyed from membership in the Master Association, nor may any person who does not own record legal title to at least one Living Unit or Parcel hold membership in the Master Association.

5. GENERAL COVENANTS AND USE RESTRICTIONS. The Community may be used for those purposes provided in the RPD.

5.1 Subdivision and Regulation of Land. No Living Unit may be divided or subdivided without the express written consent of the Association. No owner or Neighborhood Master Association shall initiate, undertake or attempt to inaugurate or implement any variation from, modification to, or amendment of the RPD or any other governmental plans, land development regulation, development orders or development permits applicable to the Community, or to any Parcel, without the prior written approval of Association, which approval may be denied at the sole discretion of Association. Nothing herein is intended to prohibit judicial partition of a Living Unit owned by two or more persons.

5.2 Surface Water Management Systems, Lakes, and Wet Retention Ponds. The Master Association shall be responsible for maintenance of all surface water management systems, ditches, canals, lakes, and water retention ponds in the Community. All surface water management systems within Heritage Pointe which are accepted by or constructed by the Master Association, excluding those areas (if any) normally maintained by the county, will be the ultimate responsibility of the Master Association, which may enter any Neighborhood Common Area and make whatever alterations, improvements or repairs that are deemed necessary to provide or restore property water management. The cost shall be an expense of the Master Association. Nothing in this Section shall be construed to allow any person to construct any new

water management facility, or to alter any storm management systems or conservation areas, without first obtaining the necessary permits from all governmental agencies having jurisdiction.

(A) No structure of any kind (including docks) shall be constructed or erected in or on, nor shall an owner in any way change, alter, impede, revise or otherwise interfere with the flow or volume of water in, any portion of any water management area including, but not limited to lakes, ponds, swales, drainage ways, or wet retention ponds or areas intended for the accumulation of runoff waters, without the specific written permission of the Master Association.

(B) No owner, or other person shall unreasonably deny or prevent access to water management areas for maintenance, repair, or landscaping purposes by the Master Association, or any appropriate governmental agency that may reasonably require access. Nonexclusive easements therefor are hereby specifically reserved and created.

(C) No 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 Master Association. No person other than 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.

(D) All Stormwater Management Systems, excluding those areas (if any) maintained by the County, will be the ultimate responsibility of the Master Association. The Master Association may enter any Parcel or Neighborhood Common Area and make whatever alterations, improvements or repairs are deemed necessary to provide, maintain, or restore proper surface water management. The cost shall be an expense of the Master Association.

NO PERSON MAY REMOVE NATIVE VEGETATION THAT MAY BECOME ESTABLISHED WITHIN THE CONSERVATION AREAS. "REMOVAL" INCLUDES DREDGING, APPLICATION OF HERBICIDE, PULLING AND CUTTING.

(E) Nothing in this Section shall be construed to allow any person to construct any new water management facility, or to alter any Stormwater Management Systems without first obtaining the necessary permits from all governmental agencies having jurisdiction, including South Florida Water Management District.

(F) Lake Maintenance and Management. The Association shall maintain the lake in such a fashion so that the lake management techniques of the Association, including operation of the destratification system specified in the Deep Lake Management Plan, will be maintained for the life of the lake.

PARCELS MAY CONTAIN OR ABUT CONSERVATION AREAS, WHICH ARE PROTECTED UNDER RECORDED CONSERVATION EASEMENTS. THESE AREAS
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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.

5.3 Exotic Species. Exotic species vegetation, including but not limited to Melaleuca, Brazilian Pepper, Australian Pine, Japanese Climbing Fern, Cattails, Primrose Willow or Grape Vine are hereby declared to be a nuisance. All lands within the Community shall be forever maintained free of exotic species vegetation in accordance with the exotic vegetation removal plan submitted to Lee County in conjunction with Development Order Number DOS2002-00227.

5.4 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 Master Association, the Master Association shall preserve and maintain such land. No development may occur on such land except structures or improvements which promote the use and enjoyment of the land for open space purposes.

5.5 Lawns, Landscaping; Irrigation Systems. Except for designated Conservation Areas, buffer zones, open space or other similar areas, all areas not covered by structures, walkways or paved parking facilities shall be maintained by their owners as lawn or landscaped areas to the pavement edge of any abutting streets and to the waterline of any abutting lakes, canals or water management areas regardless of ownership of the underlying lands. Stone, gravel, or paving may not be used as a substitute for grass in a lawn. Certain areas as determined by the Master Association or the RPD shall remain in a natural or unimproved state. Lawns must be regularly cut and mulched areas regularly re-mulched. Maintenance, repair and replacement of the main irrigation line shall be the responsibility of the Master Association. The components of the irrigation system serving each individual Neighborhood Common Area, including but not limited to the tap into the main line, timers and switching devices shall be the responsibility of the Master Association. The maintenance, repair and replacement of irrigation heads shall be the responsibility of the Association. The Master Association shall have the right, at its sole discretion to adopt a schedule of irrigation times and duration of irrigation, subject to intervention by the SFWMD. The Master Association may have an agreement with Aquaterra, Inc. for the use of treated sewage or effluent within the community for the purposes of irrigation. Aquaterra, Inc., its successors or assigns, shall be deemed the exclusive provider of irrigated waters within Heritage Pointe and, by act of purchasing, all owners within Heritage Pointe are deemed to have irrevocably consented to irrigation of common areas with treated effluent

emanating from an approved treatment plant with a current operating permit from the State of Florida, Department of Environmental Protection or such other agency with jurisdiction.

5.6 Maintenance of Premises. No high weeds, underbrush, high grass or other unsightly vegetation shall be permitted to grow or remain upon any Neighborhood Common Area, and no refuse or waste shall be allowed to be placed or suffered to remain upon any Neighborhood Common Area. If an owner permits such weeds, high grass, underbrush or other unsightly growths, and fails to correct same after five (5) days notice by the Master Association, the Master Association shall have the right to enter upon the premises and make such corrections and shall charge the owner or Master Association for the cost of the corrections. Said charge, until paid, shall be a lien against the offending Neighborhood Common Area. All lawns, landscaping and sprinkler systems and all structures, improvements and appurtenances shall at all times be kept in safe, and attractive condition, and all structures shall be maintained in a finished, painted and attractive condition. Provisions under section are intended to obligate the Master Association to maintain all streets, roads and thoroughfares and other open areas within the subdivision.

5.7 Sidewalks. The Master Association may construct sidewalks in various locations within the Community.

5.8 Walking Path. The Master Association may construct a walking path within the Community.

5.9 Litter. In order to preserve the beauty of the Community, no garbage, trash, refuse or rubbish shall be deposited, dumped or kept within the Community except in closed containers, dumpsters or other garbage collection facilities deemed suitable by the Board, or in proper-sized, closed plastic bags for curbside pickup as required. All containers, dumpsters and other garbage collection facilities shall be screened from view, kept in a clean condition, and without noxious or offensive odors emanating.

5.10 Walls, Fences, Hedges, etc. Unless approved in writing by the Master Association, no wall, fence, hedge, or other divider shall be constructed or maintained on any Neighborhood Common Area, it being the express intent that no fences, walls or dividers shall be permitted on any Neighborhood Common Area which abuts lakes, preserve areas, streets or roads unless the Master Association so approves. Any dispute as to height, length, type, design, composition or material shall be resolved by the Master Association's Board of Directors, whose decision shall be final. Approval may not be given for the construction of any wall, fence or hedge which materially interferes with the water view or preserve view of any Living Unit.

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

5.12 Color. No exterior colors on any structure shall be permitted that, in the judgment of the Architectural Review Committee, would be inharmonious, discordant or incongruous with the Community or a particular Neighborhood. The initial exterior color and design of structures shall be as approved by the Master Association, and any later changes must be approved by the Architectural Review Committee.

5.13 Underground Utilities. No lines or wires for communication or the transmission of current shall be constructed, or placed, or permitted to be placed within the Common Areas unless the same shall be protected cables; all such lines or wires which are not located in buildings shall be constructed or placed and maintained underground, unless otherwise approved in writing by the Master Association. No water pipe, gas pipe, sewer pipe, drainage pipe or storage tank shall be installed or maintained above the surface of the ground, except hoses and movable pipes used for irrigation purposes.

5.14 Water Supply; Wells; Water Rights. The Master Association shall have the exclusive right to develop and utilize the ground and surface water resources of the Lands for any legal purpose, including the transport and use of such waters beyond the Lands, and the conveyance of any Living Unit does not include the right to develop or utilize any ground water or sub-surface water resources within such Living Unit.

5.15 Temporary Factory-Built or Existing Structures. No structure of any kind of what is commonly known as “factory-built”, “modular”, or “mobile home” type construction shall be erected without the prior written permission of the Master Association. No tent, trailer or temporary structure (except as provided in Section 5.17(B) – PODS) shall be permitted unless its size, appearance and temporary location have first been approved by the Architectural Review Committee.

5.16 Antennas 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 Tract or upon any improvements thereon, unless expressly approved in writing by the Architectural Review Committee, 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 Master Association. An approved flagpole shall not be used to mount an antenna. This provision is intended to protect residents from unreasonable interference with television reception, electronic devices, and the operation of home appliances,

which is sometimes caused by the operation of ham radios, CB base stations or other high-powered broadcasting equipment. This Section 5.16 shall not apply to the Master Association.

5.17 Trucks, Commercial Vehicles, Recreational Vehicles, Motor Homes, Mobile Homes, PODS, Boats, Campers, Trailers and Other Vehicles.

(A) No commercial vehicle of any kind shall be parked in the Community except for construction or service vehicles temporarily present on business. The term “commercial vehicle”, as restricted under this subsection, is defined as meaning all vehicles of every kind whatsoever which, from the viewing the exterior of the vehicles or any portion thereof, shows or tends to show any commercial markings, signs, displays, equipment, or otherwise indicates a commercial use.

(B) No boat, trailer, semi-tractor trailers, or house trailer of any kind, camper, mobile home, motor home, PODS, bus, truck camper, travel trailers, recreational vehicles, or disabled, inoperative or unlicensed motor vehicle of any kind may be parked or kept in the Community. Boats, house trailers, semi-tractor trailers, campers, buses, motor homes, mobile homes, PODS, truck campers, and the like are permitted to be parked in the Community for loading (once per calendar year) and unloading (once per calendar year) purposes only for a total of two times per calendar year, and then for a maximum of 24 hours each time. Parking for longer periods of time, or for additional loading/unloading occurrences may be permitted, only with the prior written approval of the Board of Directors.

(C) No motor vehicle shall be parked anywhere other than on paved or other areas designated for that purpose. Parking on lawns or landscaped areas is prohibited.

(D) No motor vehicle shall be used as a domicile or residence, either permanent or temporary.

(E) Passenger automobiles, vans and light pick-up trucks with single rear wheels of no more than one (1) ton designation, in a presentable condition, shall be permitted. The term “vans and light pick-up trucks” is defined to mean vehicles with no more than one (1) ton, rear single wheels or less rated weight carrying capacity.

(F) Paragraphs (A) through (E) shall not be deemed to prohibit any temporary facility permitted by Section 5.15 above.

(G) Any vehicles parked in violation of this Section 5.17 shall be subject to being towed away at the owner’s expense.

5.18 Lighting. All exterior lighting of structures or landscaping shall be accomplished in accordance with plans approved in writing by the Master Association. Except as may have been initially installed or approved by Declarant or Master Association, no spotlights, floodlights or similar high intensity lighting shall be placed or utilized upon any Living Unit which in any way will allow light to be reflected on any other Living Unit the improvements thereon, or upon any

Common Areas or any part thereof, without the approval of the Master Association. Other types of low intensity lighting, including normal and customary Christmas or other holiday decorations, which do not unreasonably disturb other owners or occupants of the Community, shall be allowed.

5.19 Signs. No signs, banners, billboards or advertisements of any kind, including without limitation, those of Realtors, politicians, contractors or subcontractors, shall be erected or displayed anywhere within the Community, including in windows and on motor vehicles. The Board of Directors shall have the right to erect signs as they, in their discretion, deem appropriate. If any sign is erected in violation of this provision, the Master Association shall have the right to enter the property on which the sign is located and remove it, as well as levy a fine of \$100.00/day for each day's violation and suspend the violator's use privileges of the community common areas. Said action to enter one's property and remove the sign, if necessary, shall be deemed expressly permitted by the property owner. The foregoing shall not apply to signs, banners, flags, billboards or advertisements used or erected by the Master Association, nor to entry and directional signs installed by the Master Association, and signs required by law.

5.20 Living Units; Residential Use. Each Living Unit shall be used as a single family residence and for no other purpose. No business or commercial activity shall be conducted in or from any Living Unit, nor may the address or location of the Unit be publicly advertised as the location of any business or commercial activity. Notwithstanding however, neither the listing on any occupational license or the listing within any telephone directory of the Living Unit serving as a business address shall be dispositive of the property being used as for commercial or business purposes. Any owner may use his/her residence for incidental commercial purposes, so long as (1) property is not used for manufacturing, construction or installation of materials sold or advertised to be sold, whether retail or wholesale customers; (2) the nature of the business activity does not invite or permit suppliers, customers or vendors to visit or frequent the Living Unit, even on isolated occasions; (3) the business activity within the Living Unit is limited to telephone calls and written correspondence in and from the Living Unit; and (4) no employees or contractors, other than those who regularly reside within the Living Unit may perform any work or other services to the business at the Living Unit. This restriction shall further not be construed to prohibit any owner from maintaining a personal or professional library, from keeping personal, business or professional records in his Living Unit, or from handling personal, business or professional telephone calls and written correspondence in and from his Living Unit. Such uses are expressly declared customarily incident to residential use.

5.21 Leasing of Living Units. No Living Unit may be leased or rented for a period of less than thirty (30) consecutive days. Neighborhood Covenants may establish stricter standards for particular Neighborhoods. The Board of Directors shall have the authority to approve all leases and renewals or extensions thereof, which authority may be delegated to a committee or agent. Additional lease provisions are included in the Neighborhood Covenants.

THE ASSOCIATION MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE FINANCIAL FEASIBILITY OF RENTING UNITS OR THE INCOME TO BE DERIVED THEREFROM. ANY OWNER WHO DESIRES OR

INTENDS TO RENT A LIVING UNIT 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.

5.22 Pets and Animals. Not more than two (2) commonly accepted household pets such as a dog or cat, may be kept by owners in a Living Unit, subject to other reasonable regulation by the Master Association. In addition, the owner may keep tropical fish in a tank no larger than 50 gallons and no more than two (2) caged birds. All animals shall be leashed (if outdoors), or kept within the Living Unit and shall not be permitted to roam free. The Master Association may restrict the walking of pets to certain areas. Owners who walk their pets on Master Association or Neighborhood Common Areas must clean up after their pets. Commercial activities involving pets, including without limitation, boarding, breeding, grooming or training, are not allowed. The ability to keep a pet is a privilege, not a right. If in the opinion of the Board, any pet becomes the source of unreasonable annoyance to others, or the owner of the pet fails or refuses to comply with these restrictions, the owner, upon written notice, may be required to remove the pet from the Community. Pets may not be left unattended or leashed in or on porches or lanais. No reptiles, rodents, poultry, amphibians, swine or livestock may be kept in the Community. Tenants shall not be permitted to have pets.

5.23 Nuisances. Nothing may or shall be done which is, or may become, a source of unreasonable annoyance or nuisance to residents of any Neighborhood. Any question with regard to the interpretation of this Section shall be decided by the Master Association whose decision shall be final.

5.24 Correction of Health and Safety Hazards. Any Conditions of the physical property which are reasonably deemed by the Board of Directors to be an immediate hazard to the public health or safety may be corrected as an emergency matter by the Master Association, and the cost thereof shall be charged to the responsible owner or Master Association.

5.25 Waterfront Property. As to all portions of The Lands which have a boundary contiguous to any lake, canal, river or other body of water, the following additional restrictions and requirements shall be applicable:

(A) No boathouse, dock, wharf or other structure of any kind shall be erected, placed, altered or maintained on the shores of the lake unless erected by the Master Association.

(B) No solid or liquid waste, litter or other materials may be discharged into/onto or thrown into/onto any lake or other body of water or the banks thereof.

(C) No landscaping (other than that initially installed or approved by Declarant or Developer or the Master Association), fences, structures or other improvements (regardless of whether or not same are permanently attached to the land or to other improvements) shall be placed within any lake maintenance or similar easements around lakes or other bodies of water.

(D) Any boats, canoes or kayaks operated on lakes or other water bodies or other recreational use of the lakes, including fishing on the lakes or other water bodies owned by, or dedicated to, the Master Association or any other public authority shall be subject to any regulations of the Master Association or such authority.

5.26 Storm Shutters. Any storm or other protective devices visible from the outside of a home or unit shall be of a type as approved by the ARC, and in accordance with the specifications as promulgated by the ARC. No such devices shall be installed without the prior written approval of the ARC. Each owner is individually responsible for the full operation of their storm shutters. If any owner fails to comply with terms of this Section, such owner shall be subject to the imposition of fines as detailed in this Declaration.

(A) **Metal Storm Shutters.** Except as otherwise provided in this Section, an owner's accordion, roll-up, panel, or other metal style storm shutters must be left in an open position at all times. Whether they consist of accordion, roll-up, panel, or any other style metal shutter, the owner may only install, operate, or have in a closed or down position, metal storm shutters if and when the National Weather Service has issued a hurricane watch for the County or Municipality where the owner's dwelling is located. All metal storm shutters must be returned to the open or up position within seventy-two (72) hours after such hurricane watch expires or is otherwise no longer in effect.

(B) **Fabric Storm Shutters.** As determined by the Board of Directors, ARC approved fabric storm shutters (also described as storm screens) may remain in a closed or down position during non-hurricane periods since they may also function as a barrier to rain, dust, debris, and sun.

5.27 Exculpation. The Master Association 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 any owner or any other person for any reason whatsoever, and any permission or approval granted shall be binding upon all persons.

5.28 Guests. Any person who is not an immediate family member and who resides at the property for more than thirty (30) days without the owner present will be deemed an unapproved tenant/occupant and is subject to the leasing provisions of this Declaration, the Neighborhoods' Covenants as defined in Section 1.19 herein, and the Associations' Rules. Said occupant(s) will be subject to eviction at the owner's expense should they fail to comply with the same. The Association may restrict or prohibit guest visitation by convicted felons, including but not limited to, registered sex offenders and person who have been convicted of drug offenses. Immediate family means related (by blood, marriage, or adoption) to the following degree: Parent, grandparent, child, grandchild, sibling, spouse.

6. ARCHITECTURAL AND AESTHETIC CONTROL.

6.1 General. Except for the initial construction of Living Units, Neighborhood Common Area facilities, Common Area facilities, and related improvements, no building, structure or other improvement shall be erected or altered, nor shall any grading, excavation, landscaping, change

of exterior color, or other work which in any way materially alters the exterior appearance of any structure, Living Unit, or Neighborhood Common Area be performed without the prior written approval of the ARC. In obtaining said written approval, an owner or any other person applying shall comply with all applicable requirements and procedures.

6.2 Architectural Review Committee. The architectural and aesthetic review and control functions of the Master Association shall be administered and performed by the ARC. The ARC shall consist of not less than three (3) individuals, who need not be members of the Master Association. The term of office, composition, compensation (if any), qualifications and meeting procedures of the ARC shall be as provided in the Bylaws.

6.3 Powers. The ARC shall have the power, subject to and limited by the guidelines of the approved regulatory permits of South Florida Water Management District, the County and the RPD to:

(A) Propose the adoption, modification or amendment by the Board of Directors, of written Design Review Guidelines which shall set forth such things as design requirements, landscape materials, construction standards and colors and materials which the ARC finds acceptable. Said Guidelines shall be consistent with provisions of this Declaration, and shall not be effective until adopted by at least a majority of the whole Board of Directors at a meeting duly called and noticed;

(B) Require submission to the ARC of complete plans and specifications for any building, structure, or other improvement proposed to be erected or altered, or any proposed grading, excavation, tree or other landscape material removal or installation, change of exterior color or other work which materially alters the exterior appearance of any structure, Unit or Neighborhood Common Area. The ARC may also require submission of samples of building materials or colors proposed for use on any Unit, and may require such additional information as may reasonably be necessary for the ARC to fully evaluate the proposed work;

(C) Approve or disapprove the erection or alteration of any building, structure or other improvement; or any grading, excavation, landscaping, change of exterior color, or other work which in any way materially alters the exterior appearance of any structure, Unit or Neighborhood Common Area. All decisions of the ARC shall be forwarded in writing to the Board. Any person aggrieved by a decision of the ARC shall have the right to make a written appeal to the Board within thirty (30) days after notification of the decision. The determination by the Board, upon prompt review of any such decision, shall, in all events, be final, and shall not be unreasonably delayed;

(D) Adopt procedures and a schedule of reasonable fees for processing requests for ARC review. Fees, if any, shall be payable to the Master Association, in cash or check, at the time the request is submitted to the ARC; or

(E) Adopt procedures for inspecting approved changes during and after construction, to ensure conformity with approved plans.

6.4 Enforcement. Any decisions of the ARC shall be enforced by the Master Association.

7. EASEMENTS. In addition to the easements created elsewhere herein, and those already of public record at the time this Declaration is recorded, easements are hereby provided for:

7.1 Utilities, Services and Support. Each Unit and Parcel and the Common Areas and Neighborhood Common Areas is and are hereby subjected to easements for public services, communications and telecommunications, and utilities purposes including, but not limited to, fire, police protection, and emergency services, garbage and trash removal, potable and non-potable water, sewage, telephone, electric and irrigation, lake maintenance, and cable television.

The utilities and governmental agencies having jurisdiction, and their employees and agents, shall have the right of access to any Unit, Parcel or the Common Areas in furtherance of such easements. The easement areas on any Parcel, whether or not shown on any plat, shall at all times be properly maintained by the owner, whether or not the utility or service company property maintains the easement area.

(A) There is hereby reserved, for the purpose of installing, operating and maintaining governmental, public or private utility facilities, and for other purposes incidental to the development of the Community, those easements described herein and those shown upon the recorded plat of the Community, and there are also reserved such easements and rights-of-way for any other purposes as the Master Association in its sole discretion may in the future grant.

(B) The Master Association has the right, and the power, during a period of twenty (20) years from the date of recording the original Declaration, to declare, grant, modify, vacate and record easements for drainage facilities, sanitary sewer lines, potable and irrigation water lines, storm sewers, gas and electric lines, telephone and other telecommunication lines, cable television lines, and such other service facilities as the Master Association may deem necessary or desirable, along the various utility service routes, through, in, over and under all Parcels and Common Areas, and Neighborhood Common Areas. The purpose, duration and scope of any such easement shall be set forth in an instrument of public record. Said easements and the rights granted shall not be inconsistent with the then existing improvements on the applicable portions of the Parcel or Common Area, or materially change the rights of the owners. If any agreement is entered into by the Master Association for the exclusive provision of System services or other services to the Community, as described in either Section 7.2, 7.3 or both below, it shall be the affirmative obligation of the Master Association to grant all appropriate and reasonably necessary easements for the furnishing of those services; and upon the expiration or termination of such agreement, to provide subsequent or alternate easements so as to insure the continuous accessibility and availability to the Community, of those services.

7.2 Cable T.V. and Broadband Telecommunications and Utilities Services System. The Master Association has the right, without obligation, to construct or install over, through, under, across and upon any portion of the Community for the use and benefit of the Owner and that committed or authorized guests, invitees, tenants and family Members, one (1) or more cable and/or internet access telecommunications receiving and distribution systems and electronic surveillance systems, internet access, emergency, medical and surveillance monitoring, or alarm systems; (2) utility services for supplying irrigation, lake maintenance, natural gas, potable and non-potable water and sewage (all or any part of which shall be referred herein collectively as the “System”), the exact description, location and nature of which may have not yet been fixed or determined.

The Master Association has the perpetual and exclusive right, privilege, easement and right-of-way for the installation, construction and maintenance of the System (the scope, extent, size and location of which over, across, upon and through the Community shall be determined solely by the Master Association, its successors, designees and assigns) together with a perpetual and exclusive right and privilege of:

(A) Unlimited ingress and egress thereto for installing, constructing, inspecting, maintaining, altering, moving, improving and replacing the facilities and equipment constituting the System including, without limitation, any towers, antennas, conduits, wires, cables, lines, panels, boxes, housings, connections, insulators and amplifiers necessary or desirable to receive and distribute services of the System including, without limitation, television and radio signals, electronic banking, surveillance, fire, police and emergency medical protection.

(B) Transmitting the facilities and equipment of which, shall be owned and exclusively controlled by the Master Association.

7.3 Right to Contract with Service Providers. The Master Association shall have the right, but not the obligation, to enter into one or more contracts for the provision of one or more System Services for all or any part of Heritage Pointe. Any such contract for cable television or other similar services shall provide, and if it does not, shall be deemed to provide, that during any period of occupancy of a Living Unit by a hearing impaired or legally blind Unit Owner who does not occupy the Living Unit with a non-hearing impaired or sighted person, said Owner may refuse or discontinue the service without incurring disconnect fees, penalties, or subsequent service charges, and as to such Living Units, the Owners shall not be required to pay any charge related to such service.

7.4 Collection of “System” Assessments by Master Association. Every Living Unit to which the service System is available for many contractual designee(s) shall be subject to a System service assessment, payable per Living Unit for System services, including, without limitation, cable television services and utility services. The Master Association shall bill the appropriate System service assessment to each Living Unit along with other assessments for common expenses, which may be due and payable at the same time, and shall collect same and remit payment to the contractual designee(s) providing the System services.

8. COMMON AREAS; USE AND MAINTENANCE.

8.1 Maintenance and Alteration. The Master Association is responsible for the maintenance, repair, replacement, insurance, protection and control of all Common Areas in accordance with all applicable laws, and shall keep the same in good, safe, clean, attractive and sanitary condition, and in good working order at all times. There shall be no material alterations of or substantial additions to the Community Common Areas costing more than \$100,000 in the aggregate during any fiscal year unless first approved by a majority of the voting interests of the members of the Master Association; and there shall be no material alteration of or substantial additions to the Common Areas costing more than \$300,000 in the aggregate during any fiscal year unless first approved by a majority of the voting interests of the members. However, if work that is reasonably necessary to meet the Master Association's obligations under the first sentence of this Section 8.1 also constitutes a material alteration or substantial addition, no prior membership approval is required.

8.2 Partition, Subdivision and Encumbrance. Except as hereinafter provided, after legal title to the Common Areas, or any portion thereof, becomes vested in the Master Association, the Common Areas shall not be abandoned, partitioned, subdivided, alienated, released, transferred, hypothecated, or otherwise encumbered, without first obtaining the approval of not less than two-thirds (2/3rds) of the voting interests. The foregoing shall not be construed to limit the authority of the Master Association through its Board of Directors to grant such easements over, across and through the Common Areas, as may be necessary for the effective and efficient operation of the facilities or for the general benefit of the members. Nothing herein shall be construed to prohibit judicial partition of any Unit or Parcel owned in cotenancy.

8.3 Master Association's Rights and Powers. No Common Areas shall be used in violation of any rule or regulation or other requirement of the Master Association established pursuant to the provisions of this Declaration or the Bylaws.

8.4 Expansion or Modification of Common Areas. Additions or modifications to the Common Area as may be made if not inconsistent with the RPD and any amendments thereto.

9. ASSESSMENTS.

9.1 Creation of Lien. Each owner, by acceptance of a deed to a Living Unit, covenants and agrees to pay to the Master Association:

(A) Annual Assessments.

(B) Special Assessments.

(C) Service Assessments and other fees or charges (including fines) imposed against one or more Living Units or Parcels, as provided for elsewhere in this Declaration, and in the Bylaws of the Master Association.

(D) System Assessments (e.g. Broadband Telecommunications, internet access, security, Bulk Service Cable Television).

(E) Irrigation and water utility assessments.

(F) To provide community wide services for the benefit of the owners and the members including without limitation, transportation and security.

(G) Except as otherwise provided in Section 15.2 below as to certain mortgagees, no owner may avoid or escape liability for the assessments or charges provided for herein by non-use or abandonment of his Living Unit, Parcel, or the Common Areas, or otherwise.

(H) Assessments shall be fixed, levied, established and collected as provided herein, and in the Bylaws

(I) The owner of each Living Unit regardless of how title was acquired, is liable for all assessments coming due while he is the owner. Multiple owners are jointly and severally liable. Except as provided in Section 15.2 below, whenever title to a Living Unit is transferred for any reason, the new owner is jointly and severally liable with the previous owner for all assessments unpaid at the time of the transfer, regardless of when incurred, without prejudice to any right the new owner may have to recover from the previous owner any amounts paid by the new owner.

(J) No land shall be subject to assessment by the Master Association if it is a Neighborhood Common Area, or a Common Area, or it is owned by or dedicated to the County or other governmental agency, and used for a public purpose. Only Living Units shall be subject to assessment.

9.2 Purposes of Assessments:

(A) To promote the recreation, health, safety, and welfare of the owners and residents of the Community;

(B) For the improvement, maintenance, protection and operation of the Master Association and Community Common Areas, the Conservation Areas, the Master Association equipment and facilities, and the Stormwater Management System; and to establish and maintain adequate repair and replacement reserves;

(C) To provide utility, cable television, and other systems of telecommunications services by bulk contract with third parties;

(D) Where deemed desirable by the Board of Directors, to provide services of general benefit to the owners and residents either on a community-wide basis or otherwise, including without limitation, cable television, transportation, security or other services;

(E) To pay the operating expenses of the Master Association; and

(F) For such other purposes and uses as are authorized by the Governing Documents as amended from time to time.

9.3 Imposition of Assessments. Upon the closing of the initial sale of each Living Unit to a purchaser, and on the first day of each fiscal year thereafter, the assessment shall be assessed against each Living Unit. The assessment for the year (which may be payable annually or in quarterly installments at the discretion of the Board) in which the initial sale occurred shall be prorated to the actual date of closing.

9.4 Amount of Assessments. The amount of the assessment based on the annual budget shall be the same for each Living Unit subject to assessment.

9.5 Special Assessments. Any special assessments levied by the Master Association's Board of Directors shall be assessed equally against all Living Units, unless the assessment or portion thereof is intended specifically for the direct benefit of one or more classes of members, in which case it shall be assessed against only the classes of members directly benefitted, in accordance with the apportionment described in Section 9.4 above for the apportionment of annual assessments.

9.6 Charges. Any charge by the Master Association authorized by law or by the Governing Documents to be imposed on less than all of the Living Units shall not be deemed an assessment. Payment may be enforced as provided in Section 9.8 and 9.9 below.

9.7 System Service Assessment. Assessment for System services, as described under Section 7.3 and 7.4 above, may be levied by the Board of Directors. Given their nature and purpose, such assessments may be levied on a non-uniform basis, notwithstanding the provisions of Section 9.4 above, and shall still be deemed "assessments". For example, if the Master Association enters into a Community wide bulk contract for cable television services to be provided to all living units, but one (1) or more living units is owned or occupied by a vision impaired person who, by law, cannot be required to pay for such cable television services, the cost of the cable television service shall be shared equally by all other living units, and the amount each living unit pays shall be deemed an "assessment" for all purposes hereunder.

9.8 Lien. The Master Association has a lien on each Living Unit for any unpaid past due assessments and charges, together with interest, late payment penalties and reasonable attorney's fees incurred by the Master Association in enforcing this lien. The lien relates back to the date of recording this Declaration in the Public Records of Lee, Florida; and is perfected by recording a Claim of Lien in the public records of the County, which Claim of Lien shall state the legal description of the property encumbered thereby, the name of the record owner, the amounts then due and the dates when due. The Claim of Lien must be signed and acknowledged by an officer or agent of the Master Association. The lien shall continue in effect until all sums secured by said lien have been fully paid, and the lien satisfied or discharged. The Claim of Lien shall secure all unpaid assessments and charges, interest, costs and attorneys fees which are due and which may accrue or come due after the recording of the Claim of Lien and up to the issuance of

a clerk's deed. Upon full payment, the person making payment is entitled to a satisfaction of the lien.

9.9 Foreclosure of Lien. Unless a different method is required by Florida law, as amended from time to time, the Master Association's lien may be foreclosed by the procedures and in the manner provided in Section 718.116 of the Florida Condominium Act, as it may be amended from time to time, for the foreclosure of a lien upon a condominium parcel for unpaid assessments. The Master Association may also bring an action at law against any owner liable for unpaid charges or assessments. If final judgment is obtained, it shall include interest on the assessments as above provided and a reasonable attorneys fee to be fixed by the Court, together with the costs of the action, and the prevailing party shall be entitled to recover reasonable attorneys fees in connection with any appeal of such action.

9.10 Priority of Lien. Unless otherwise provided by Section 718.116, Florida Statutes, as amended from time to time, the Master Association's lien for unpaid assessments and charges shall have the same priority with respect to first mortgagees holding mortgages on Living Units as the lien of a condominium association for unpaid assessments under Section 718.116, Florida Statutes, as amended from time to time, has with respect to first mortgagees or other acquirers of title through the first mortgage. The Master Association's lien shall be superior to, and take priority over, all other mortgages regardless of when recorded. Any lease of a Living Unit shall be subordinate and inferior to any Claim of Lien of the Master Association, regardless of when the lease was executed. It is the intention of this provision that any first mortgagee which takes title to a Unit shall be liable for unpaid assessments as provided in Section 718.116(1)(b), Florida Statutes (2010), as amended from time to time. It is further the intention of this provision that this liability shall be a liability appurtenant to the Unit's Common Areas benefit, and shall be in addition to obligations accruing under the Declarations of Condominium, which are a separate obligation of a foreclosing mortgagee, and both obligations are due and payable.

9.11 Ownership. Assessments and charges collected by or on behalf of the Master Association become Master Association property; no owner has the right to claim, assign or transfer any interest therein except as an appurtenance to his Living Unit. No owner has the right to withdraw or receive distribution of his share of the common surplus (including reserves), except as otherwise provided by law.

10. COVENANT AND RULE ENFORCEMENT: DISPUTE RESOLUTION. The Master Association has the power to enforce all covenants, conditions, restrictions, rules and agreements applicable to any real property within Heritage Pointe, and is further empowered to promulgate and enforce administrative rules and regulations governing the use of the Common Areas.

10.1 Owner and Member Compliance. The protective covenants, conditions, restrictions and other provisions of the Governing Documents and the rules promulgated by the Master Association, shall apply to all owners, as well as to any other person occupying any Living Unit. Failure of an owner to notify any person of the existence of the rules, or the covenants, conditions, restrictions, and other provisions of the Governing Documents shall not in any way act to limit or divest the Master Association of the power to enforce these provisions. Each

owner shall be responsible for any and all violations by his tenants, licensees, invitees or guests, and by the guests, licensees and invitees of his tenants, at any time.

10.2 Litigation. Each member and the member's tenants, guests, and invitees, and the Master Association, are governed by and must comply with Chapter 720, Florida Statutes, the Governing Documents and rules of the Master Association. Enforcement actions for damages, or for injunctive relief, or both, on account of any alleged violation of the Governing Documents and Master Association rules may be brought by any owner, or the Master Association against:

- (A) the Master Association;
- (B) a member;
- (C) any occupant of a Living Unit;
- (D) any Director or officer of the Master Association who willfully and knowingly fails to comply with these provisions;
- (E) any tenants, guests, or invitees occupying a parcel or using the common areas.

10.3 Damages and Attorney's Fees. Damages shall not be conclusively deemed adequate relief for any breach or violation of the Governing Documents or the rules. Any person or entity entitled to enforce any provision thereof shall be entitled to relief by way of injunction, as well as any other available relief either at law or in equity. The prevailing party in a proceeding to enforce any provision of the Governing Documents or rules, or to enjoin violation or breach of any provision hereof, or recover damages on account of such breach, against any person shall be entitled to recover reasonable attorney's fees and court costs (including those resulting from appellate proceedings).

10.4 Fines.

- (A) In addition to the means of enforcement provided elsewhere herein, the Master Association shall have the right to assess fines against a unit, a unit owner, or his guests, relatives or lessees in the event of a violation of the provisions of the Declaration, the Articles of Incorporation, these Bylaws, and Rules and Regulations of the Master Association regarding the use of units, common elements, or Master Association property. Each such violator and the unit owner shall be given written notice of the alleged violation and the opportunity for a hearing before the Board of Directors with at least fourteen (14) days notice. Said notice shall include a statement of the date, time and place of the hearing; a statement of the provisions of the Declaration, Articles, Bylaws or Rules which have been allegedly violated; and a short and plain statement of the matters asserted by the Master Association. The party against whom the fine may be levied shall have an opportunity to respond, to present evidence, and provide written and oral argument on all issues involved and shall have an opportunity at the hearing to review, challenge, and respond to any material considered by the Master Association. The amount of such fine shall not exceed One Hundred Dollars (\$100.00) per occurrence, or

the maximum permissible by law, and each reoccurrence of the alleged violation for each day during which such violation continues shall be deemed a separate offense and may result in additional fines, without the requirement of a separate hearing, such not to exceed the maximum permissible by law. The payment of fines shall be the ultimate responsibility of the unit owner, even when the violations for which fines have been levied arise out of the conduct of family members, guests or tenants. Any action to collect a duly levied fine shall entitle the prevailing party to an award of all costs and reasonable attorney's fees.

(B) Collection of fines. A fine shall be treated as a special charge due to the Community Association ten (10) days after written notice from the Master 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 itself be the subject of a late payment fee. Unless prohibited by law, if not paid within 30 days of due date, the Association may record a Claim of Lien to secure the payment of the fine, together with interest at the maximum rate allowed by law, together with attorney's fees and costs incurred with the collection of same and sue to foreclose in the manner as all other assessments are treated in Article 9 herein.

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

(D) 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 Master 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 Master Association may otherwise be entitled to recover at law from such owner.

10.5 Suspension of Use Rights. To the extent lawful, the Board of Directors may suspend the right of any unit owner, or his guests, tenants, or family members, to use Common Areas during any period of time the owner shall have failed to pay any fine levied, or for a reasonable time as punishment for one or more infractions of Master Association rules and regulations by the owner, his family, guests or tenants. No such suspension shall affect the unit owner's right of access to his unit.

(A) A suspension may not be imposed without notice of at least fourteen (14) days to the person sought to be 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 Master Association, or the spouse, parent, child, brother, or sister of an officer, Director, or employee. If the committee, by majority vote, which may be by secret ballot, does not approve a proposed suspension, it may not be imposed.

(B) The requirements of the previous paragraph 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 parcel to have vehicular and pedestrian ingress to and egress from the parcel, including, but not limited to, the right to park.

10.6 Stormwater Management System. The beneficiaries of the Stormwater Management System shall have the right to enforce the provisions of the Governing Documents that the drainage system, easements and rights-of-way will be continuously maintained.

11. COVENANT AND RULE ENFORCEMENT: DISPUTE RESOLUTION. The Master Association has the power to enforce all covenants, conditions, restrictions, rules and agreements applicable to any real property within Heritage Pointe, and is further empowered to promulgate and enforce administrative rules and regulations governing the use of the Common Areas.

11.1 Dispute Resolution.

(1) Consensus for Master Association Action.

(a) Except as provided in this Section, the Master Association may not commence a legal proceeding or an action under this Article without the approval of at least two-thirds of the Members. A Member representing Units owned by persons other than the Member shall not vote in favor of bringing or prosecuting any such proceeding unless authorized to do so by a vote of Owners of two-thirds of the total number of Units represented by the Voting Member. This Section shall not apply, however, to (i) actions brought by the Master Association to enforce Governing Documents (including, without limitation, the foreclosure of liens); (ii) the imposition and collection of assessments; (iii) proceedings involving challenges to ad valorem taxation; or (iv) counterclaims brought by the Master Association in proceedings instituted against it.

(b) Prior to the Master Association or any Member commencing any proceeding to which Declarant or Developer is a party, including but not limited to an alleged defect of any improvement, Declarant shall have the right to be heard by the Members, or the particular Member, and to access, inspect, correct the condition of, or redesign any portion of any improvement as to which a defect is alleged or otherwise correct the alleged dispute.

(2) Alternative Method for Resolving Disputes.

Declarant, Developer, its Officers, Directors, Employees or Agents; the Master Association, its Officers, Directors and Committee Members; all persons subject to this Declaration; any Builder, its Officers, Directors, Employees and Agents; and any person not otherwise subject to this Declaration who agrees to submit to this Article (each such entity being referred to as a "Bound Party") agree to

encourage the amicable resolution of disputes, without the emotional and financial costs of litigation. Accordingly, each Bound Party covenants and agrees to submit those claims, grievances or disputes described in Section 11.1(3) herein (collectively, "Claims") to the mandatory procedures set forth in Section 11.1(4) herein.

(3) Claims.

Unless specifically exempted below, all Claims between any of the Bound Parties regardless of how the same might have arisen or on what it might be based including, but not limited to Claims (a) arising out of or relating to the interpretation, application or enforcement of the Governing Documents or the rights, obligations and duties of any Bound Party under the Governing Documents, (b) relating to the design or construction of improvements; or (c) based upon any statements, representations, promises, warranties, or other communications made by or on behalf of any Bound Party shall be subject to the provisions of Section 11.1(4) herein.

Notwithstanding the above, unless all parties thereto otherwise agree, the following shall not be Claims and shall not be subject to the provisions of Section 11.1(4) herein.

(a) Any suit by the Master Association against any Bound Party to enforce the provisions of Article 9 (Assessments);

(b) Any suit by the Master Association or Declarant or Developer to obtain a temporary restraining order or injunction (or equivalent emergency equitable relief) and such other ancillary relief as the court may deem necessary in order to maintain the status quo and preserve the Master Association's ability to act under and enforce the provisions of Article 5 (Use and Restrictions) or Article 6 (Architecture and Aesthetic Control);

(c) Any suit between or among Owners, which does not include Declarant, a Builder or the Master Association as a party, if such suit asserts a Claim which would constitute a cause of action independent of the Governing Documents; and

(d) Any suit in which any indispensable party is not a Bound Party.

With the consent of all parties hereto, any of the above may be submitted to the alternative dispute resolution procedures set forth in Section 11.1(4) herein.

(4) Mandatory Procedures.

(a) Notice. Any Bound Party having a Claim ("Claimant") against any other Bound Party ("Respondent") (the Claimant and the Respondent referred to herein

being individually, as a “Party”, or collectively, as the “Parties”) shall notify each Respondent in writing (the “Notice”), stating plainly and concisely:

(i) The nature of the Claim, including the persons involved and Respondent’s role in the Claim;

(ii) The legal basis of the Claim (i.e., the specific authority out of which the Claim arises);

(iii) The proposed remedy; and

(iv) The fact that Claimant will meet with Respondent to discuss in good faith ways to resolve the Claim.

(b) Negotiation and Mediation.

(i) The parties shall make every reasonable effort to meet in person and confer for the purpose of resolving the Claim by good faith negotiation. If requested in writing, accompanied by a copy of the Notice, the Board may appoint a representative to assist the Parties in negotiation.

(ii) If the Parties do not resolve the Claim within 30 days after the date of the Notice (or within such other period as may be agreed upon by the Parties) (“Termination of Negotiations”), Claimant shall have 30 days to submit the Claim to mediation under the auspices of the American Arbitration Association (“AAA”) in accordance with the AAA’s Commercial or Construction Industry Mediation Rules, as appropriate.

(iii) If Claimant does not submit the Claim to mediation within such time, or does not appear for the mediation, Claimant shall be deemed to have waived the Claim, and Respondent shall be released and discharged from any and all liability to Claimant on account of such Claim; provided, nothing herein shall release or discharge Respondent from any liability to any person other than the Claimant.

(iv) Any settlement of the Claim through mediation shall be documented in writing by the mediator and signed by the Parties. If the Parties do not settle the Claim within 30 days after submission of the matter to the mediation, or within such other time as determined by the mediator or agreed to by the Parties, the mediator shall issue a notice of termination of the mediation proceedings (“Termination of Mediation”). The Termination of Mediation notice shall set forth that the Parties are at an impasse and the date that mediation was terminated.

Each party shall bear its own costs of the mediation, including attorney’s fees, and each Party shall share equally all charges rendered by the mediator. If the Parties agree to a

resolution of any Claim through negotiation or mediation in accordance with Section 11.1(4) and any Party thereafter fails to abide by the terms of such agreement, then any other Party may file suit or initiate arbitration proceedings to enforce such agreement without the need to again comply with the procedures set forth in Section 11.1(4). In such event, the Party taking action to enforce the agreement shall be entitled to recover from the non-complying Party (or if more than one non-complying Party, from all such Parties pro rata) all costs incurred in enforcing such agreement, including without limitation, attorney's fees and court costs.

(c) Binding Arbitration.

(i) Upon Termination of Mediation, Claimant shall thereafter be entitled to initiate final, binding arbitration of the Claim under the auspices of the AAA in accordance with the AAA's Commercial or Construction Industry Arbitration Rules, as appropriate. Such claims shall not be decided by or in a court of law. Any judgment upon the award rendered by the arbitrator may be entered and enforced by any court having jurisdiction over such Claim. If the claimed amount exceeds \$250,000, the dispute shall be heard and determined by three (3) arbitrators. Otherwise, unless mutual agreed to by the parties, there shall be one (1) arbitrator. Arbitrators shall have expertise in the area(s) of dispute, which may include legal expertise if legal issues are involved.

(ii) Each party shall bear its own costs and expenses and an equal share of the arbitrator's and administrative fees of arbitration. Notwithstanding the foregoing, if a party unsuccessfully contests the validity or scope of arbitration in a court of law, the non-contesting party shall be awarded reasonable attorney's fees and expenses incurred in defending such contest. All decisions respecting the arbitrability of any Claim shall be decided by the arbitrator(s).

(iii) The award of the arbitrator(s) shall be accompanied by detailed written findings of fact and conclusions of law. Except as may be required by law or for confirmation of an award, neither a party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties.

(5) Amendment of Article.

Without the express prior written consent of Declarant, this Article may not be amended for a period of thirty (30) years from the effective date of the original Declaration.

12. NEIGHBORHOOD COVENANTS.

12.1 Entry Rights. Each owner shall permit the Master Association to enter upon a Neighborhood Common Area or the owner's Living Unit at reasonable times, to carry out the

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provisions of this Declaration, and the entry shall not constitute a trespass. This provision shall not be construed as authorizing entry by the Master Association into the interior of any Living Unit that is owned by a person other than the Master Association, except in emergency.

12.2 Priority of Neighborhood Covenants. The documents establishing or governing a Neighborhood shall not be inconsistent with this Declaration or its recorded exhibits, except they may establish restrictions on subjects related to the use and occupancy of the property within the Neighborhood, such as pets, parking, architectural controls, leasing and guest occupancy, that are more restrictive than those set forth in the Governing Documents.

13. INSURANCE: RECONSTRUCTION AFTER CASUALTY.

13.1 Duty to Insure, and to Reconstruct or Clean Up. Each owner or the Master Association, as applicable, shall at all times maintain adequate property insurance on the Living Units and structures containing Living Units, and all other insurable improvements, in amounts equal to the replacement cost thereof. If any Living Unit or other improvements located on any Neighborhood Common Area or Parcel are destroyed or damaged as a result of fire, windstorm, flood, tornado, hurricane or other casualty, the owner or Master Association, as applicable, shall:

(A) Cause repair or replacement to be commenced within six (6) months after the date such damage or destruction occurred, and complete the repair or replacement within six (6) months thereafter. All such repairs or replacements must be approved in writing by the Architectural Review Committee. Unless changes are approved by the Architectural Review Committee, the owner or Master Association, as applicable, must restore the damaged property to substantially the same configuration as existed before the casualty, and structurally and architecturally compatible with any adjoining improvements which share a party wall; or

(B) Promptly cause all debris, damaged improvements, and other unsightly materials to be removed from the site.

13.2 Failure to Comply. If any owner fails to comply with Section 13.1 above within the time periods provided, the Master Association shall be deemed to have been granted the right by the owner as his or its attorney-in-fact, to either commence and complete the repairs sufficient to substantially restore the improvements to their original condition, according to the plans and specifications of the original improvements; or to remove the damaged improvements completely. If the Master Association exercises the rights afforded to it by this Section, the owner shall be deemed to have assigned to the Master Association any right he or it may have to insurance proceeds that may be available because of the damage or destruction. The Master Association shall have the right to recover from the owner any costs not paid by insurance, and shall have a lien on the Living Unit to secure payment.

13.3 Flood Insurance. The Master Association may, in the discretion of the Board, maintain flood insurance to cover buildings and any other property in designated hazard areas, if any, up to the full insurable value or maximum coverage available.

13.4 Property Insurance. The Master Association shall maintain replacement cost property insurance coverage on all structures, improvements, and fixtures which are part of the Common Areas.

13.5 Liability Insurance. The Master Association shall maintain adequate public liability insurance coverage for all Common Areas.

13.6 Bonding. The Master Association shall maintain adequate fidelity bond coverage for all individuals having control of or access to Master Association funds.

13.7 Master Association's Right of Entry. For the purpose of performing the duties authorized by this Section 13, the Master Association, through its duly authorized agents and employees, shall have the right to enter upon any Living Unit at reasonable hours and perform such duties.

14. RIGHTS OF MASTER ASSOCIATION. In addition to those provided elsewhere in the Governing Documents, the Master Association shall have the following rights and privileges:

14.1 Security; Non-Liability of Master Association. The Master Association reserves the right to determine the level (if any) of security services to be provided, or to engage or discontinue any such services. The Master Association shall not be liable if security services are not provided.

ALL PERSONS USING OR OCCUPYING ANY PORTION OF THE COMMUNITY ARE RESPONSIBLE FOR THEIR OWN SECURITY AND THE SECURITY OF THEIR OWN PROPERTY.

THE MASTER ASSOCIATION IS NOT AN INSURER OR GUARANTOR OF SECURITY FOR PERSONS OR PROPERTY WITHIN THE COMMUNITY.

THE MASTER ASSOCIATION SHALL NOT BE LIABLE IN ANY WAY ON ACCOUNT OF LOSS, DAMAGE OR INJURY RESULTING FROM LACK OF SECURITY, OR THE LACK OF EFFECTIVENESS OF ANY SECURITY MEASURES UNDERTAKEN. THE MASTER ASSOCIATION MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLY, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, RELATIVE TO ANY FIRE PROTECTION SYSTEM AND/OR BURGLAR ALARM SYSTEMS, OR OTHER SECURITY SYSTEMS RECOMMENDED OR INSTALLED, OR ANY SECURITY MEASURES UNDERTAKEN WITHIN THE COMMUNITY.

14.2 Disclaimer of Liability of Master Association. NOTWITHSTANDING ANYTHING CONTAINED HEREIN OR IN THE ARTICLES OF INCORPORATION, BYLAWS, ANY RULES OR REGULATIONS OF THE MASTER ASSOCIATION OR ANY OTHER DOCUMENT GOVERNING, BINDING ON OR ADMINISTERED BY THE MASTER

ASSOCIATION (COLLECTIVELY, THE "ASSOCIATION DOCUMENTS"), THE MASTER ASSOCIATION SHALL NOT BE LIABLE OR RESPONSIBLE FOR, OR IN ANY MANNER A GUARANTOR OR INSURER OF, THE HEALTH, SAFETY OR WELFARE OF ANY OWNER, OCCUPANT OR USER OF ANY PORTION OF THE LANDS INCLUDING, WITHOUT LIMITATION, RESIDENTS AND THEIR FAMILIES, GUESTS, INVITEES, AGENTS, SERVANTS, CONTRACTORS OR SUBCONTRACTORS OR FOR ANY PROPERTY OF ANY SUCH PERSONS, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING:

(A) IT IS THE EXPRESS INTENT OF THE ASSOCIATION DOCUMENTS THAT THE VARIOUS PROVISIONS THEREOF WHICH ARE ENFORCEABLE BY THE MASTER ASSOCIATION AND WHICH GOVERN OR REGULATE THE USES OF THE LANDS HAVE BEEN WRITTEN, AND ARE TO BE INTERPRETED AND ENFORCED, FOR THE SOLE PURPOSE OF ENHANCING AND MAINTAINING THE ENJOYMENT OF THE LANDS AND THE VALUE THEREOF.

(B) THE MASTER ASSOCIATION IS NOT EMPOWERED, AND HAS NOT BEEN CREATED, TO ACT AS AN ENTITY WHICH ENFORCES OR ENSURES THE COMPLIANCE WITH THE LAWS OF THE UNITED STATES, STATE OF FLORIDA, THE COUNTY AND/OR ANY OTHER JURISDICTION OR THE PREVENTION OF TORTUOUS ACTIVITIES.

(C) ANY PROVISIONS OF THE ASSOCIATION DOCUMENTS SETTING FORTH THE USES OF ASSESSMENTS WHICH RELATE TO HEALTH, SAFETY AND/OR WELFARE SHALL BE INTERPRETED AND APPLIED ONLY AS LIMITATIONS ON THE USES OF ASSESSMENT FUNDS AND NOT AS CREATING A DUTY OF THE MASTER ASSOCIATION TO PROTECT OR FURTHER THE HEALTH, SAFETY OR WELFARE OF ANY PERSON(S), EVEN IF ASSESSMENT FUNDS ARE CHOSEN TO BE USED FOR ANY SUCH REASON.

EACH OWNER (BY VIRTUE OF HIS ACCEPTANCE OF TITLE TO HIS LIVING UNIT) AND EACH OTHER PERSON HAVING AN INTEREST IN OR LIEN UPON, OR MAKING ANY USE OF, ANY PORTION OF THE LANDS (BY VIRTUE OF ACCEPTING SUCH INTEREST OR LIEN OR MAKING SUCH USES) SHALL BE BOUND BY THIS ARTICLE AND SHALL BE DEEMED TO HAVE AUTOMATICALLY WAIVED ANY AND ALL RIGHTS, CLAIMS, DEMANDS AND CAUSES OF ACTION AGAINST THE MASTER ASSOCIATION ARISING FROM OR CONNECTED WITH ANY MATTER FOR WHICH THE LIABILITY OF THE MASTER ASSOCIATION HAS BEEN DISCLAIMED IN THIS ARTICLE.

AS USED IN THIS ARTICLE "ASSOCIATION" SHALL INCLUDE WITHIN ITS MEANING, ALL OF THE MASTER ASSOCIATION'S DIRECTORS, OFFICERS, COMMITTEE AND BOARD MEMBERS, EMPLOYEES, AGENTS, CONTRACTORS

(INCLUDING MANAGEMENT COMPANIES), SUBCONTRACTORS, SUCCESSORS AND ASSIGNS.

14.3 Miscellaneous.

(A) The Master Association shall have the right and the power to regulate and control the external design and appearance of all Common Areas in such a manner as to:

(1) Promote a quality environment which will preserve the value of the Living Units; and

(2) Foster the attractiveness and functional utility of the Community as a place to live and play, including a harmonious relationship among structure, vegetation and topography.

(B) Any use of Common Areas other than the uses intended pursuant to this Declaration shall be subject to the prior written approval of the Master Association.

14.4 Management Contract. The Master Association shall have the right and the power to enter into professional management contracts under the terms and conditions deemed reasonably acceptable to the Board in the Board's sole and unbridled discretion.

15. RIGHTS OF MORTGAGEES.

15.1 Notice of Casualty or Condemnation. In the event of condemnation, eminent domain proceedings, or very substantial damage to, or destruction of any significant portion of the Common Areas, the record holder of any first mortgage on the Common Areas who has requested such notice in writing, shall be entitled to written notice.

15.2 Mortgage Foreclosure. If the mortgagee of a first mortgage of record acquires title to a condominium parcel as a result of foreclosure of the mortgage, or by a deed given in lieu of foreclosure, the liability of the mortgagee for the share of common expenses or assessments attributable to the condominium parcel, or chargeable to the former owner of the parcel, which came due prior to the mortgagee's acquisition of title shall be governed by Section 718.116(1)(b), Florida Statutes (2010), as it may be amended from time to time. Any unpaid assessment or charges for which such acquirer is exempt from liability becomes an expense collectible from all owners, including such acquirer and his successors and assigns. No owner or acquirer of title to a Living Unit, or Parcel by foreclosure (or by a deed in lieu of foreclosure) may, during the period of his ownership, be excused from the payment of any assessments or charges coming due during the period of such ownership.

15.3 Right to Inspect Documents and Books. The Master Association shall make available to Institutional Mortgagees requesting same the current Governing Documents and Rules and Regulations of the Master Association and financial statements of the Master Association. "Available" shall mean ready for inspection, upon written request, during normal business hours,

or under other reasonable circumstances. Photocopies shall be at the expense of the mortgagee requesting same.

15.4 Financial Statement. Any Institutional Mortgagee is entitled, upon written request, to a copy of the financial statements of the Master Association for the immediately preceding fiscal year.

15.5 Lender's Notices. Upon written request to the Master Association, any Institutional Mortgagee shall be entitled to timely written notice of:

(A) Any delinquency of more than sixty (60) days in the payment of assessments or charges owed by the owner of any Living Unit or Parcel on which it holds a mortgage.

(B) A lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Master Association. An increase in coverage, or a change of insurer does not require notice under this Paragraph.

(C) Any proposed action that requires the consent of a specified percentage of mortgage holders.

16. DURATION OF COVENANTS; AMENDMENT.

16.1 Duration of Covenants. The covenants, conditions, easements and restrictions in this Declaration shall run with and bind the property within the Community, and shall inure to the benefit of and be enforceable by the County, the Master Association, 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 recording this Declaration in the Public Records of Lee County, Florida. Upon the expiration of said initial period, this Declaration shall be automatically renewed and extended for an unlimited number of successive ten (10) year periods, this Declaration as it may be amended being automatically renewed and extended upon the expiration of each ten (10) year renewal period for an additional ten (10) year period, until terminated as provided below.

16.2 Termination. This Declaration may be terminated at any time after the initial period if not less than eighty percent (80 %) of the voting interests of all classes of the members of the Master Association vote in favor of terminating this Declaration. Written notice of any meeting at which a proposal to terminate this Declaration is to be considered, setting forth the fact that such a proposal will be considered, shall be given at least forty-five (45) days in advance of said meeting. If the members vote to terminate this Declaration, the President and Secretary of the Master Association shall execute a certificate which shall set forth the resolution of termination so adopted, the date of the meeting of the Master Association at which the resolution was adopted, the date that notice of the meeting was given, the total number of votes cast in favor of the resolution, and the total number of votes cast against the resolution. The certificate shall be recorded in the public records of the County, and may be relied upon for the correctness of the facts contained therein as they relate to the termination of this Declaration. The termination shall be effective on the date the Certificate is recorded in the public records.

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16.3 Amendments. This Declaration may be amended at any time. Except as otherwise specifically provided, amendments to this Declaration may be proposed by the Board of Directors or by written petition of at least one-fourth (1/4th) of the voting interests.

16.4 Procedure. Upon any amendment or amendments to this Declaration being proposed as provided above, the proposed amendment or amendments shall be submitted to a vote of the members not later than the next annual meeting for which proper notice can be given.

16.5 Vote Required. Except as otherwise provided by law, or by specific provision of this Declaration, a proposed amendment to this Declaration shall be adopted if it is approved at an annual or special meeting called for the purpose by at least sixty-six and two-thirds (66-2/3rds) of the voting members present, in person or by proxy and voting, provided that notice of the text of each proposed amendment was sent to the members with notice of the meeting.

16.6 Certificate; Recording. A copy of each adopted amendment shall be attached to a certificate that the amendment was duly adopted as an amendment to the Declaration, which certificate shall be executed by officers of the Master Association with the formalities of a deed. The amendment shall be effective when the certificate and copy of the amendment are recorded in the public records of the County. The certificate must set forth the location in the public records of the County where this Declaration was originally recorded.

16.7 Proviso. Regardless of any other provision in this Declaration, no amendment of the governing documents by any person, and no termination or amendment of this Declaration, can be effective to change the Master Association's responsibilities for the Stormwater Management System and the Conservation Areas, unless the amendment has been consented to in writing by the SFWMD. Any proposed amendment which would affect the Stormwater Management System, or the Conservation Areas, must be submitted to the SFWMD for a determination of whether the amendment necessitates a modification of the SFWMD Permit.

16.8 Exceptions. Wherever in this Declaration the consent, approval, or affirmative vote of two-thirds (2/3rds) or more of the voting interests of the members is required to authorize or take a particular action, the language requiring the particular number of consents, approvals, or votes may not be amended except by the same vote required to authorize or take the action.

16.9 Limitations. No amendment to any of the Governing Documents shall be effective to change any member's voting rights as set forth in Section 2.6 of the Bylaws, or the provisions of Sections 9.4 or 9.5 above, unless all members affected first consent in writing to said amendment.

17. GENERAL AND PROCEDURAL PROVISIONS.

17.1 Other Documents. The Master Association shall have such rights, powers, duties, and privileges as are set forth in the Governing Documents and Neighborhood Covenants; this Declaration and its provisions shall prevail in all events of conflict.

17.2 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, the 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.

17.3 Merger or Consolidation of Master Associations. Upon a merger or consolidation of the Master Association with another corporation as provided by law, the Master Association's rights, obligations and property may, by operation of law, be transferred to another surviving or consolidated association, alternatively, remain the rights, obligations and property of the Master Association as the surviving corporation. The surviving or consolidated corporation may administer this Declaration within the existing property together with the covenants and restrictions established upon any other property, as one common scheme.

17.4 Dissolution. If the Master Association is dissolved other than by a merger or consolidation as provided for above, each Living Unit and Parcel shall continue to be subject to the assessments provided for in Section 9, and each owner shall continue to be personally obligated to the successor or assigns of the Master Association (as the case may be) for such assessment to the extent that such assessments are required to enable any such successors or assigns acquiring any real property previously owned by the Master Association to properly maintain, operate and preserve it.

17.5 Gender; Number. 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.

17.6 Notices.

(A) To the Master Association. Notices to the Master Association shall be in writing and delivered or mailed to the Master Association at its principal place of business as shown by the records of the Secretary of the State of Florida, or at any other location designated by the Master Association.

(B) To Owners. Notices to any owner as may be required herein shall be in writing and shall be delivered or mailed to the owner at his last known address, or at the address shown on the deed recorded in the public records of the County.

17.7 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 premises.

17.8 Captions, Headings and Titles. Captions, headings, capitalization of certain words, and titles inserted throughout the Governing Documents are for convenience only, and in no way shall such captions, headings or titles define, limit, or in any way affect the subject matter, content or interpretation of the terms and provisions of the Governing Documents.

17.9 Interpretation. The Board of Directors of the Master Association shall be responsible for interpreting the provisions of the Governing Documents. Their interpretation shall be binding upon all parties unless wholly unreasonable. A written opinion rendered by Master Association legal counsel that an interpretation adopted by the Board is not wholly unreasonable shall conclusively establish the validity of such interpretation.

17.10 Applicable Statutes. The validity, application, and construction of this Declaration and its exhibits shall be governed by the Laws of Florida, as they exist on the date of recording this Declaration.

Rights Limited to Express Terms of Governing Documents. Every member of the Master Association acknowledges that his or her rights, duties or obligations are limited to the express terms of the Declaration, Articles of Incorporation, Bylaws and the Rules and Regulations (Governing Documents). Every prospective member should make his decision to purchase within Heritage Pointe based upon these representations as set out in the Governing Documents which contain the entire understanding at the parties and no prior or present agreements or representation shall be binding upon the Master Association unless included in the Governing Documents.

Oral representations cannot be relied upon as correctly stating the representations of the Master Association. For correct representations, reference should be made to Governing Documents.

ACTIVE: H13034/123748:3628943_9_YGOIN

Banks Engineering, Inc.Professional Engineers, Planners & Land Surveyors
FORT MYERS ♦ NAPLES ♦ SARASOTADESCRIPTION
OF A
PARCEL OF LAND
LYING IN
SECTION 5, TOWNSHIP 46 SOUTH, RANGE 24 EAST
LEE COUNTY, FLORIDA**(HERITAGE POINTE LAKE PARCEL)**

A TRACT OR PARCEL OF LAND SITUATED IN THE STATE OF FLORIDA, COUNTY OF LEE, LYING IN SECTION 5, TOWNSHIP 46 SOUTH, RANGE 24 EAST, BEING A PORTION OF LOTS 10 THROUGH 13, BLOCK 3, E.P. BATES PINE RIDGE TRUCK FARMS, AS RECORDED IN PLAT BOOK 3, AT PAGE 68 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, BEING FURTHER DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 5; THENCE S.01°44'17"E. ALONG THE WEST LINE OF SAID FRACTION FOR 340.02 FEET TO THE NORTHWEST CORNER OF LOT 10, BLOCK 3 OF SAID E.P. BATES PINE RIDGE TRUCK FARMS; THENCE CONTINUE S 01°44'17"E ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER AND THE WEST LINE OF LOTS 10 THROUGH 13, BLOCK 3 OF SAID E.P. BATES PINE RIDGE TRUCK FARMS FOR 709.66 FEET; THENCE N.88°15'43"E. FOR 414.33 FEET TO THE POINT OF BEGINNING AND AN INTERSECTION WITH A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 150.00 FEET AND TO WHICH POINT A RADIAL LINE BEARS N.63°28'44"W.; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 05°36'03" FOR 14.66 FEET TO A POINT OF COMPOUND CURVE HAVING A RADIUS OF 22.00 FEET; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 146°51'12" FOR 56.39 FEET; THENCE S.01°01'29"E. FOR 0.03 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 31°05'19" FOR 13.56 FEET TO A POINT OF COMPOUND CURVE HAVING A RADIUS OF 83.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 42°56'39" FOR 62.21 FEET TO A POINT OF REVERSE CURVE HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 61°03'46" FOR 26.64 FEET TO A POINT OF REVERSE CURVE HAVING A RADIUS OF 50.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 77°01'47" FOR 67.22 FEET; THENCE N.88°58'31"E. FOR 106.99 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 100.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00" FOR 157.08 FEET; THENCE N.01°01'29"W. FOR 108.00 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 100.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°00'00" FOR 157.08 FEET; THENCE S.88°58'31"W. FOR 106.99 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 50.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 77°01'47" FOR 67.22 FEET TO A POINT OF REVERSE CURVE HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 61°03'46" FOR 26.64 FEET TO A POINT OF REVERSE CURVE HAVING A RADIUS OF 83.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 42°56'39" FOR 62.21 FEET TO A POINT OF COMPOUND CURVE HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 31°05'19" FOR 13.56 FEET; THENCE S 01°01'29"E. FOR 3.96 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 17.50 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 104°26'48" FOR 31.90 FEET; THENCE N.61°19'01"W. FOR 23.22 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 45.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 61°49'41" FOR 48.56 FEET TO A POINT OF COMPOUND CURVE HAVING A RADIUS OF 300.00 FEET; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 16°31'28" FOR 86.52 FEET TO A POINT OF REVERSE CURVE HAVING A RADIUS OF 300.00 FEET; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 25°55'51" FOR 135.77 FEET TO A POINT OF REVERSE CURVE HAVING A RADIUS OF 45.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 82°40'38" FOR 64.93 FEET; THENCE N.73°46'56"E. FOR 6.77 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 300.00 FEET; THENCE NORTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 13°43'51" FOR 71.89 FEET TO A POINT OF REVERSE CURVE HAVING A RADIUS OF 50.00 FEET; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 23°15'24" FOR 20.30 FEET; THENCE N.83°18'29"E. FOR 42.54 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 500.00 FEET; THENCE

SHEET 1 OF 3

10511 Six Mile Cypress Pkwy, Suite 101, Ft Myers, Florida 333912 • (239) 939-5490 • Fax (239) 939-2923


EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 11°26'47" FOR 99.89 FEET TO A POINT OF REVERSE CURVE HAVING A RADIUS OF 500.00 FEET; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 10°51'15" FOR 94.72 FEET TO A POINT OF REVERSE CURVE HAVING A RADIUS OF 500.00 FEET; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 12°30'36" FOR 109.17 FEET TO A POINT OF REVERSE CURVE HAVING A RADIUS OF 500.00 FEET; THENCE EASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 12°13'24" FOR 106.67 FEET TO A POINT OF REVERSE CURVE HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHEASTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 101°54'19" FOR 44.46 FEET TO A POINT OF REVERSE CURVE HAVING A RADIUS OF 500.00 FEET; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 13°40'13" FOR 119.30 FEET TO A POINT OF REVERSE CURVE HAVING A RADIUS OF 500.00 FEET; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 13°06'18" FOR 114.36 FEET TO A POINT OF REVERSE CURVE HAVING A RADIUS OF 500.00 FEET; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 13°05'30" FOR 114.25 FEET TO A POINT OF REVERSE CURVE HAVING A RADIUS OF 500.00 FEET; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 12°59'20" FOR 113.35 FEET TO A POINT OF REVERSE CURVE HAVING A RADIUS OF 500.00 FEET; THENCE SOUTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 11°27'23" FOR 99.98 FEET; THENCE S.06°01'55"E. FOR 94.71 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET; THENCE SOUTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 98°04'13" FOR 42.79 FEET; THENCE N.87°57'42"W. FOR 29.25 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 500.00 FEET; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 10°42'31" FOR 93.45 FEET TO A POINT OF REVERSE CURVE HAVING A RADIUS OF 500.00 FEET; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 12°10'13" FOR 106.21 FEET TO A POINT OF REVERSE CURVE HAVING A RADIUS OF 500.00 FEET; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 10°05'52" FOR 88.12 FEET TO A POINT OF REVERSE CURVE HAVING A RADIUS OF 500.00 FEET; THENCE WESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 28°03'07" FOR 244.80 FEET TO A POINT OF COMPOUND CURVE HAVING A RADIUS OF 45.00 FEET; THENCE NORTHWESTERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 65°22'26" FOR 51.34 FEET TO A POINT OF REVERSE CURVE HAVING A RADIUS OF 300.00 FEET; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 17°53'34" FOR 93.69 FEET TO A POINT OF REVERSE CURVE HAVING A RADIUS OF 150.00 FEET; THENCE NORTHERLY ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 47°35'08" FOR 124.58 FEET TO THE **POINT OF BEGINNING.**

PARCELS CONTAIN 7.91 ACRES, MORE OR LESS.

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS-OF-WAY OF RECORD.

ASSUMED NORTH BASED ON THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 46 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA AS BEARING S.01°44'17"E.

DESCRIPTION PREPARED JANUARY 5, 2005.


 ROBERT TAD SIMPSON
 REGISTERED LAND SURVEYOR
 FLORIDA CERTIFICATION NO. 5559

S:\JOB FILES\12750 SURVEYING\DESCRIPTIONS\1997 LAKE DESA\SET.DWG
 S:\JOB FILES\12750 SURVEYING\DESCRIPTIONS\1997 LAKE DESA\SET.DWG

SHEET 2 OF 3

Banks Engineering, Inc.

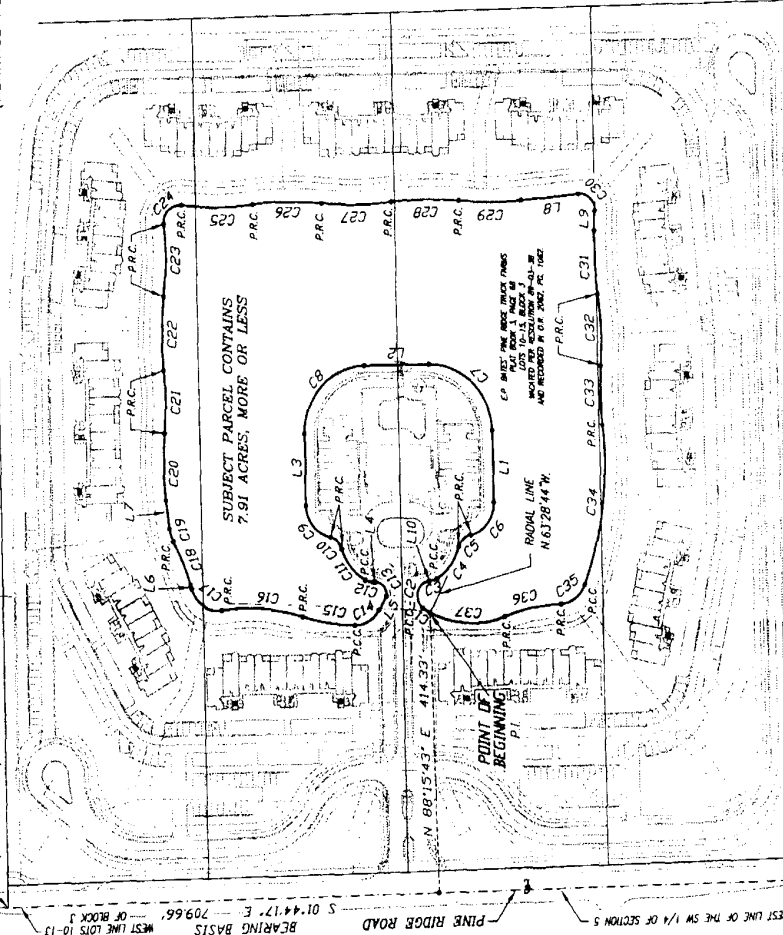
PROFESSIONAL ENGINEERS, LAND SURVEYORS & PLANNERS
 FLORIDA BUSINESS CERTIFICATION NUMBER LP 6660
 10611 SIX MILK CYPRESS PARKWAY - SUITE 101
 POST WYERS, FLORIDA 33612
 (209) 639-5400



1" = 200'

SKETCH OF DESCRIPTION

OF A TRACT OR PARCEL OF LAND LYING IN SECTION 5, TOWNSHIP 46 SOUTH, RANGE 24 EAST LEE COUNTY, FLORIDA (HERITAGE POINTE LAKE PARCEL)



CURVE	RADIUS	DELTA	ARC	CHORD	BEARING
C1	150.00'	02°58'03"	14.66'	14.66'	N 29°19'17" E
C2	22.00'	146°51'12"	56.39'	42.17'	S 74°27'05" E
C3	25.00'	91°05'19"	13.56'	13.40'	S 16°34'09" E
C4	25.00'	45°08'39"	6.78'	6.70'	S 08°17'09" E
C5	50.00'	77°01'47"	62.22'	62.20'	S 52°30'35" E
C6	100.00'	90°00'00"	157.08'	141.42'	N 43°58'31" E
C7	100.00'	90°00'00"	157.08'	141.42'	N 46°01'29" V
C8	50.00'	77°01'47"	62.22'	62.20'	S 50°27'37" V
C9	25.00'	61°07'46"	26.64'	25.40'	S 42°29'38" V
C10	25.00'	46°38'39"	16.62'	16.10'	S 31°36'10" V
C11	25.00'	46°38'39"	16.62'	16.10'	S 31°36'10" V
C12	12.50'	104°56'48"	31.90'	27.65'	S 51°11'55" V
C13	45.00'	61°43'41"	48.58'	46.24'	N 30°24'11" V
C14	500.00'	16°31'28"	86.52'	86.22'	N 08°46'24" E
C15	500.00'	23°55'31"	135.77'	134.62'	N 04°04'13" E
C16	45.00'	68°40'38"	64.93'	59.45'	N 32°56'37" E
C17	500.00'	13°42'37"	24.89'	24.72'	N 06°35'09" E
C18	500.00'	11°52'47"	21.89'	21.72'	N 09°01'32" E
C19	500.00'	10°51'15"	19.72'	19.58'	N 09°19'39" E
C20	500.00'	12°30'36"	109.17'	108.95'	S 09°50'41" E
C21	500.00'	12°13'24"	106.67'	106.47'	S 09°42'05" E
C22	25.00'	101°54'19"	44.46'	38.83'	S 44°31'28" E
C23	500.00'	13°40'13"	119.30'	119.01'	S 00°44'25" E
C24	500.00'	13°40'13"	119.30'	119.01'	S 01°01'08" E
C25	500.00'	13°40'13"	119.30'	119.01'	S 01°01'08" E
C26	500.00'	12°59'20"	113.35'	113.11'	S 00°18'14" E
C27	25.00'	98°04'13"	42.79'	37.76'	S 43°00'11" E
C28	500.00'	12°10'13"	106.21'	106.01'	S 06°41'02" V
C29	500.00'	12°10'13"	106.21'	106.01'	S 07°24'52" V
C30	500.00'	16°05'07"	88.12'	88.03'	N 08°54'19" V
C31	45.00'	65°12'26"	51.34'	48.60'	N 35°51'38" V
C32	300.00'	17°53'34"	93.69'	93.91'	N 12°07'06" V
C33	150.00'	47°35'08"	124.36'	121.03'	N 02°43'41" E

LEGEND:
 & INDICATES CENTERLINE
 C1 INDICATES CURVE 1 OF CURVE
 TABLE
 L1 INDICATES LINE 1 OF LINE TABLE
 P.B INDICATES PLAT BOOK
 P.C INDICATES PAGE
 P.I INDICATES POINT OF INTERSECTION
 P.C.C INDICATES POINT OF COMPOUND CURVATURE
 P.R.C INDICATES POINT OF REVERSE CURVATURE

LINE	BEARING	DISTANCE
L1	N 88°58'31" E	106.99'
L2	N 01°01'29" V	109.00'
L3	S 88°58'31" V	106.99'
L4	S 01°01'29" V	109.00'
L5	N 73°46'56" E	42.37'
L6	N 62°18'29" E	42.54'
L7	S 06°01'55" E	94.71'
L8	N 07°57'42" V	29.25'
L9	S 01°01'29" V	0.03'

NOTES:

- SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS-OF-WAY OF RECORD
- ASSUMED NORTH BASED ON THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 46 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA AS BEARING S 01°44'17"E.

SEE SHEET 1 AND 2 OF 3 FOR COMPLETE METES AND BOUNDS DESCRIPTION.
THIS SKETCH OF DESCRIPTION IS NOT A BOUNDARY SURVEY

Robert Tad Simpson
 ROBERT TAD SIMPSON
 REGISTERED LAND SURVEYOR
 FLORIDA CERTIFICATION NO. 55863

THIS SKETCH OF DESCRIPTION IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

POINT OF COMMENCEMENT
 NORTHWEST CORNER
 OF THE SW QUARTER OF
 SECTION 5-46-24
 NORTHWEST CORNER
 LOT 10, BLOCK 3
 (P.B. 3, P.C. 68)
 340.02'
 S 01°44'17" E

WEST LINE LOTS 10-13
 OF BLOCK 3
 709.66'
 BEARING BASIS
 S 01°44'17" E

PINE RIDGE ROAD
 S 01°44'17" E

WEST LINE OF THE SW 1/4 OF SECTION 5

POINT OF BEGINNING
 N 88°15'43" E 114.33'
 P.C.C. C27
 P.R.C. C27
 N 63°28'44" W
 RADIAL LINE
 N 63°28'44" W

CP SHOOT THE BOUNDARY POINTS
 OF THIS PARCEL IN ACCORDANCE WITH
 THE SURVEY RECORD IN P.B. 2002, P.C. 11007

SUBJECT PARCEL CONTAINS
 7.91 ACRES, MORE OR LESS

C18 C19 C20 C21 C22 C23 P.A.C.

C24 C25 C26 C27 C28 C29 P.A.C.

C30 C31 C32 C33 C34 P.A.C.

C35 C36 C37 C38 C39 P.A.C.

C40 C41 C42 C43 C44 P.A.C.

C45 C46 C47 C48 C49 P.A.C.

C50 C51 C52 C53 C54 P.A.C.

C55 C56 C57 C58 C59 P.A.C.

C60 C61 C62 C63 C64 P.A.C.

C65 C66 C67 C68 C69 P.A.C.

C70 C71 C72 C73 C74 P.A.C.

C75 C76 C77 C78 C79 P.A.C.

C80 C81 C82 C83 C84 P.A.C.

C85 C86 C87 C88 C89 P.A.C.

C90 C91 C92 C93 C94 P.A.C.

C95 C96 C97 C98 C99 P.A.C.

C100 C101 C102 C103 C104 P.A.C.

C105 C106 C107 C108 C109 P.A.C.

C110 C111 C112 C113 C114 P.A.C.