

INSTR # 4734015
OR BK 03177 PG 2077

PREPARED BY AND TO BE RETURNED TO:
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LEE COUNTY
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DECLARATION OF COVENANTS AND RESTRICTIONS

THIS DECLARATION OF COVENANTS AND RESTRICTIONS ("Declaration") is made by WCI COMMUNITIES, INC., a Delaware corporation formerly known as Florida Design Communities, Inc., ("**Declarant**") and PUNTA GORDA ISLES SECTION 22 HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation ("**Co-Declarant**").

WITNESSETH:

WHEREAS, Declarant is the developer of a condominium project known as Courtside Landings Condominium ("**Condominium**"), which has been created pursuant to the Declaration of Condominium therefore recorded in Official Records Book 3093, Page 3733, public records of Lee County, Florida, as has been or may be amended from time to time ("**Declaration of Condominium**"); and

WHEREAS, pursuant to the recording of the Declaration of Condominium, which served to submit the therein-defined phase I property to condominium ownership, 52 residential Condominium units were created ("**Phase I Units**"); and

WHEREAS, Declarant is and remains the owner of certain of the Phase I Units, as same are legally described in **Exhibit A** attached hereto and made a part hereof ("**Declarant Units**"); and

WHEREAS, certain of the Phase I Units have been conveyed by Declarant to third parties, as same are legally described in **Exhibit B** attached hereto and made a part hereof ("**Conveyed Units**"); and

WHEREAS, Declarant is the owner of certain undeveloped lands lying and situate in Lee County, Florida, and legally described in **Exhibit C** attached hereto and made a part hereof ("**Proposed Phase II Property**"), upon which Declarant presently intends to create additional residential Units of the Condominium (provided, however, that Declarant has no and in no manner shall be deemed to have any duty or obligation to submit the Proposed Phase II Property to condominium ownership property under the Declaration of Condominium); and

WHEREAS, the Declarant Units, the Conveyed Units and the Proposed Phase II Property shall be collectively referred to hereinafter as the "**Property**"; and

WHEREAS, the Property is contained in an overall development commonly known as Burnt Store Marina Yacht and Country Club ("**Burnt Store Development**"), as is being developed by Declarant; and

WHEREAS, Declarant desires that the Property shall be hereinafter held, transferred, sold, conveyed and occupied subject to the covenants and restrictions of this Declaration; and

WHEREAS, Co-Declarant is the entity charged with the maintenance and operation of the common properties of the Burnt Store Development, including, but not limited to, all roadways not contained within individual condominium or subdivision developments, all landscaping and other improvements on the common properties, and general security services and matters in and of the Burnt Store Development, including all matters pertaining to an entrance guardhouse (but specifically excluding any security matters for an individual condominium or subdivision project within the Burnt Store Development) (collectively, "**Common Properties**"); and

WHEREAS, access to the Property is over, across and through the roadways of the Burnt Store Development; and

WHEREAS, Declarant and Co-Declarant agree that the Units and the owners thereof should be required to pay an allocated share of the costs of the maintenance of the Common Properties and thus desire to create a legal mechanism to require such payment by the owners of such Units; and

WHEREAS, Declarant and Co-Declarant desire and agree that the owners of the Units shall not be members of and shall have no voting rights in Co-Declarant, notwithstanding the obligation to pay monies as described hereinafter; and

WHEREAS, Declarant and Co-Declarant desire that the agreements created pursuant to this Declaration be perpetual and unalterable except as otherwise provided hereinafter; and

WHEREAS, the joinder and consent of all of some of the owners of the Conveyed Units is attached hereto and made a part hereof;

NOW, THEREFORE, in consideration of the covenants and restrictions contained hereinafter and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Declarant and Co-Declarant, for themselves and their respective successors, assigns and designees, hereby state as follows:

1. **Recitals**. The foregoing recitals are true and correct and are hereby incorporated by reference.

2. **Definitions**. The following definitions shall apply for purposes of this Section:

a. **General Charges** shall mean those charges levied by Co-Declarant on an annual basis for the anticipated and expected maintenance expenses of Co-Declarant in connection with its maintenance and operation of the Common Properties, as same are contemplated pursuant to subparagraph a. of Section 3 hereof.

b. **Additional Charges** shall mean those charges as defined in subparagraph d. of Section 3 hereof.

c. **Special Roadway Charges** shall mean those charges as defined in subparagraph e. of Section 3 hereof.

d. **Charges** shall mean collectively the General Charges, the Additional Charges and the Special Roadway Charges.

e. **Mortgage** means any valid instrument transferring any interest in real property as security for the performance of an obligation.

f. **Lienholder** means the holder of a recorded lien encumbering a Unit, if any.

g. **First Mortgage** means a valid Mortgage having priority over all other mortgages on the same property.

h. **First Mortgagee** means the holder of a recorded Mortgage encumbering a Unit, if any.

i. **Unit** shall mean a unit in the Condominium as created and defined pursuant to the Declaration of Condominium, whether or not legal existing as of the effective date hereof or which may come into existence in the future.

3. **Agreement to Pay Charges of Co-Declarant.** Declarant and Co-Declarant hereby agree and Declarant hereby declares that the (1) Declarant Units and (2) the Units which may be created upon the Proposed Development Property and submitted to Condominium ownership under the Declaration of Condominium pursuant to an amendment thereto ("Phase II Units"), are and shall be subject to the following restrictive covenants:

a. **Establishment of Charges.** Each owner of a Unit, by acceptance of a deed to such Unit, whether or not it is so expressed in such deed, is deemed to covenant to pay to Co-Declarant any and all Charges levied by Co-Declarant for the purpose of maintaining and operating the Common Properties, including, but not limited to, all roadways not contained within individual condominium or subdivision developments, all landscaping and other improvements on the Common Properties, and general security services and matters in and of the Burnt Store Development, including all matters pertaining to an entrance guardhouse (but specifically excluding any security matters for an individual condominium or subdivision project within the Burnt Store Development). Such Charges, together with interest and all costs and expenses of collection, including reasonable attorneys' fees, are a valid and continuing charge on the land secured by a continuing lien upon the Unit against which each charge is made as provided in subparagraph h. of this Section. Each such Charge, together with interest and all costs and expenses of collection, including reasonable attorneys' fees, also is the personal obligation of the person or persons who was or were the owner(s) of such Unit when such Charge fell due.

Declarant and Co-Declarant hereby declare and agree that in no event shall the Charges levied against a Unit in a given fiscal year exceed the assessments levied by Co-Declarant against a constituent member of Co-Declarant for the same fiscal year pursuant to and in accordance with other restrictive covenants which govern portions of the Burnt Store Development (and which do not govern the Property).

b. **Initial General Charge.** The initial General Charge shall be Two Hundred Seventy Five and No/100 Dollars (\$275.00) per Unit for calendar year 1999 ("Initial General Charge"), and the amount of the Initial General Charge shall remain in effect until a different General Charge may be determined as provided in subparagraph c. of this Section.

c. **Determination of General Charges.** Except with regard to the Initial General Charge, the amount of the General Charge shall be fixed by Co-Declarant at least 30 days in advance of each General Charge period, and shall be based upon an adopted budget. The General Charge period shall coincide with the fiscal year of Co-Declarant. Except for the Initial General Charge, written notice of the amount of the General Charge should be given to the owner of a Unit (provided, however, that only one notice need be sent for a Unit, regardless of the number of owners of a Unit, unless the owners thereof request otherwise in writing), but the failure to give or receive such notice, or both, shall not invalidate any otherwise valid General Charge. The General Charge shall be paid on an annual basis and shall be due prior to commencement of the applicable General Charge period. At the discretion of Co-Declarant, the General Charge may be collected on a monthly, quarterly or semi-annual basis rather than collected annually.

d. **Additional Charges.** In addition to the General Charges and the Special Roadway Charges, Co-Declarant may levy in any fiscal year one or more additional charges ("Additional Charges") applicable to that year only for the purpose of defraying, in whole or in part, known expenses which exceeded, or when mature will exceed, the budget prepared and on which the General Charge was based. Notwithstanding the foregoing, no Additional Charge against the owner of a Unit shall exceed 1/12th of the total of the General Charges against the owners of the Units for that calendar year without the prior approval of 75% of the total number of votes of the Units subject to this Declaration.

e. **Special Roadway Charges.** In addition to the General Charges and the Additional Charges, Co-Declarant shall be paid, at the closing of the initial sale of a Unit which is either a Declarant Unit or which is created on the Proposed Phase II Property, an amount equal to \$31.00 the current fiscal year of Co-Declarant and continuing through the fiscal year 2001, which amount shall constitute the Special Roadway Charge to be used by Co-Declarant for repaving of the roadways which constitute a portion of the Common Properties. By way of example, an individual who purchases a Unit during the year 1999 shall pay to Co-Declarant \$93.00, an individual who purchases a Unit during the

year 2000 shall pay to Co-Declarant \$62.00, and an individual who purchases a Unit during the year 2001 shall pay to Co-Declarant \$31.00. Such payment shall not be prorated for the year of closing. Declarant hereby gives notice that the purchaser of a Unit shall be required at closing to reimburse Declarant for the \$31.00 per year charge made against the Unit as contemplated by Co-Declarant and already paid by Declarant for the benefit of the Unit commencing in 1997 and continuing up to the year prior to the year of closing. Notwithstanding any provision to the contrary, if Declarant has already paid the Special Roadway Charge for the year of closing, the purchaser shall not be required to pay such amount to Co-Declarant but rather shall be required to reimburse Declarant for such payment). No payment of a Special Roadway Charge shall be considered to be payments to offset the amount of the General Charges pertaining to a Unit.

f. **Uniformity of Charges.** The General Charges and any Additional Charges must be uniform for each owner and each Unit subject to this Declaration.

g. **Commencement of Charges.** With regard to the Declarant Units, no Charges (except for Special Roadway Charges) shall be required to be paid by Declarant; rather, General Charges and any Additional Charges shall commence against a Declarant Unit on the date of closing of the first conveyance of a Declarant Unit by Declarant to a third party, and shall be prorated for the remainder of the then-applicable calendar year. Thereafter, General Charges and Additional Charges shall be levied in a manner as determined from time to time by Co-Declarant in accordance with this Declaration.

With regard to any Phase II Units, no Charges (except for Special Roadway Charges) shall be required to be paid by Declarant in connection therewith; rather, General Charges and any Additional Charges shall commence against a Phase II Unit on the date of closing of the first conveyance of such Phase II Unit by Declarant to a third party, and shall be prorated for the remainder of the then-applicable calendar year. Thereafter, General Charges and Additional Charges shall be levied in a manner as determined from time to time by Co-Declarant in accordance with this Declaration.

With regard to a Conveyed Unit, no Charges shall be required to be paid by the owner(s) thereof unless and until such time as the Conveyed Unit is made subject to the provisions of this Declaration pursuant to Section 4 hereof.

h. **Lien for Charges.** All sums levied against any Unit, together with interest and all costs and expenses of collection, including reasonable attorneys' fees, are secured by a lien on such Unit in favor of Co-Declarant. Such lien is subject and inferior to the lien for all sums validly secured by any First Mortgage encumbering such Unit. Except for liens for all sums validly secured by any such First Mortgage, all other lienors acquiring liens on any Unit after this Declaration is recorded are deemed to consent that such liens are inferior to the lien established by this Section, whether or not such consent is specifically set forth in the instrument creating such lien. The recordation of this Declaration constitutes constructive notice to all subsequent purchasers and/or creditors of the existence of Co-Declarant's lien and its priority. Co-Declarant from time to time may record a Notice of Lien for the purpose of further evidencing the lien established by this Section, but neither the recording of, nor failure to record, any such notice of lien will affect the existence or priority of Co-Declarant's lien.

i. **Certificate.** Upon demand, and for a reasonable charge, Co-Declarant will furnish to any interested person a certificate signed by an officer of Co-Declarant setting forth whether the General Charges and any Additional Charges have been paid and, if not, the unpaid balance(s).

j. **Remedies of Co-Declarant.** Any Charge not paid within 30 days after its due date bears interest at the rate of 18% per annum or such other rate as may be from time to time determined by Co-Declarant; provided, however, that such rate shall not exceed the maximum rate allowed by law not constituting usury. Co-Declarant may bring an action at law against the owner personally obligated to pay such Charge, or foreclose its lien against such owner's Unit. No owner may waive or otherwise escape liability for the Charges contemplated under this Declaration. A suit to recover a money judgment for unpaid Charges may be maintained without foreclosing, waiving, or otherwise impairing the security of Co-Declarant's lien or its priority.

k. **Foreclosure.** The lien for sums levied pursuant to this Section may be enforced by judicial foreclosure in the same manner in which mortgages on real property from time to time may be foreclosed in the State of Florida. In any such foreclosure, the owner is required to pay all costs and expenses of foreclosure, including reasonable attorneys' fees. All such costs and expenses are secured by the lien foreclosed. The owner also is required to pay to Co-Declarant any Charges against the Unit that become due during the period of foreclosure, which Charges also are secured by the lien foreclosed and accounted on a pro rata basis and paid as of the date the owner's title is divested by foreclosure. Co-Declarant has the right and power to bid at the foreclosure or other legal sale to acquire the Unit foreclosed, or to acquire such Unit by deed or other proceeding in lieu of foreclosure, and thereafter to hold, convey, lease, rent, encumber, use, and otherwise deal with such Unit as its owner for purposes of resale only. If any foreclosure sale results in a deficiency, the court having jurisdiction over the foreclosure may enter a personal judgment against the owner for such deficiency.

l. **Subordination of Lien.** Except where a notice of lien has been filed in the public records prior to the recording of a valid First Mortgage, the lien for the Charges provided in this Section is subordinate to the lien of any such First Mortgage. Sale or transfer of any Unit does not affect the Charge lien. Co-Declarant may give any encumbrancer of record 30 days' notice within which to cure such delinquency before instituting foreclosure proceedings against the Unit. Any encumbrancer holding a lien on a Unit may pay, but is not required to pay, any amounts secured by the lien established by this Section; upon such payment, such encumbrancer will be subrogated to all rights of Co-Declarant with respect to such lien, including priority.

4. **Applicability to the Conveyed Units.** A Conveyed Unit shall not be subject to the provisions of this Declaration unless (1) either (a) the owner of the Conveyed Unit executes a joinder and consent instrument, which is either attached to this Declaration at the time of recording in the public records of Lee County, Florida, or is subsequently recorded in the public records of Lee County, Florida, which declares that the Conveyed Unit is and shall be considered to be subject to the provisions of this Declaration, most specifically the obligation to pay the Charges, or (b) the owner of the Conveyed Unit executes a joinder and consent instrument, which is either attached to this Declaration at the time of recording in the public records of Lee County, Florida, or is subsequently recorded in the public records of Lee County, Florida, which declares that the Conveyed Unit shall automatically become subject to the provisions of this Declaration at the time of transfer of title of the Conveyed Unit to a third party (but specifically excluding transfers between and/or to family members or pursuant to testamentary proceedings), and (2) any and all Lienholders of the Conveyed Unit execute a joinder and consent instrument, which is either attached to this Declaration at the time of recording in the public records of Lee County, Florida, or is subsequently recorded in the public records of Lee County, Florida, which declares that the Lienholder consents to the recording of this Declaration against the Conveyed Unit and its applicability to the Conveyed Unit in the manner described by the joinder and consent instrument executed by the owner of the Conveyed Unit.

5. **Non-Membership in Co-Declarant.** Declarant and Co-Declarant hereby agree and declare that the Units and the owners thereof shall in no manner be considered to be members of Co-Declarant for purposes of exercising membership and voting rights in Co-Declarant (as other owners of units and lots in the Burnt Store Development may have the right to exercise pursuant to other restrictive covenants to which such other property may be subject).

6. **Enforcement; Attorney's Fees.** Unless expressly provided otherwise, Co-Declarant or any owner of a Unit has the right to enforce, by any appropriate proceeding at law or in equity, all covenants and restrictions, liens and charges now or hereafter imposed by, or pursuant to, the provisions of this Declaration. In the event any action or proceeding is taken to enforce the provisions of this Declaration, the prevailing party shall be entitled to an award of court costs and attorney's fees (which shall include any and all attorney and paralegal fees incurred in the course of trial or appellate litigation or related services by an out-of-court attorney and paralegal associated with or regarding the dispute in question, and any and all such fees incurred in connection with any administrative proceeding associated with or regarding the dispute in question) necessitated by non-compliance with the terms of this Declaration.

7. **Rights of First Mortgagees.** Upon request in writing to Co-Declarant identifying the name and address of the First Mortgagee or the insurer or guarantor of a recorded first mortgage on a Unit (collectively, "First Mortgagee, Insurer or Guarantor") and the Unit designation or number, Co-Declarant shall furnish each First Mortgagee, Insurer or Guarantor a written notice of such Unit owner's obligations under this Declaration which is not cured within 60 days. Any First Mortgagee, Insurer or Guarantor of a Unit who comes into possession of a Unit pursuant to the remedies provided in the mortgage, foreclosure or a deed in lieu of foreclosure shall, to the extent permitted by law, take such property free of any claims for unpaid Charges in favor of Co-Declarant against the mortgaged Unit which become due prior to (i) the date of the transfer of title, or (ii) the date on which the holder comes into possession of the Unit, whichever occurs first.

8. **Amendment.** Except as otherwise provided herein, this Declaration may only be amended by an instrument executed by Co-Declarant and 100% of the owners of the Units which may be subject to the provisions of this Declaration from time to time. Such an amendment must be executed with the formalities of the deed and recorded in the public records of Lee County, Florida. No amendment to this Declaration shall be effective until recorded.

9. **Additions to the Property.** Declarant and Co-Declarant hereby agree and declare that Declarant, in its sole discretion and from time to time, shall be permitted to make additional real property subject to the covenants and restrictions of this Declaration, as follows:

a. Additional land may be made subject to all the terms hereof in the manner specified in this Section, provided such is done within 40 years from the date this Declaration is recorded. Notwithstanding the foregoing, however, under no circumstances shall Declarant be required to make such additions, and until such time as such additions are made to the Property in the manner hereinafter set forth, no other real property owned by Declarant or any other person or party whomsoever, other than within the Property, shall in any way be affected by or become subject to this Declaration. All additional land which, pursuant to this Section, is made subject to the Declaration shall thereupon and thereafter be included within the term "Property" as used in this Declaration. Notwithstanding anything contained in this Section, Declarant neither commits to, nor warrants or represents, that any such additional land will be made subject to the covenants and restrictions of this Declaration.

b. Additions to the Property may be made by the following procedure:

(1) Declarant shall have the right from time to time, in its discretion and without need for consent or approval by either Co-Declarant, any owner of a Unit or other person to make additional land owned by Declarant subject to the covenants and restrictions of this Declaration; provided, however, in the event any portion of such additional land is encumbered by one or more mortgages, Declarant must obtain the consent and approval of each holder of such mortgage(s).

(2) The addition shall be accomplished by Declarant in one of the following manners:

(a) A supplement to this Declaration shall be filed in the public records of Lee County, Florida, with respect to the additional land extending the terms of the covenants and restrictions of this Declaration to such land as specifically and legally described. Such supplement need only be executed by Declarant and shall be accompanied by the consent(s) and joinder(s) of any holder(s) of mortgage(s) on such additional land. No joinder or consent of Co-Declarant, any owner of a Unit or other person shall be required. Such supplement may contain such additional provisions and/or modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added land. In no event, however, shall such additional provisions and/or modifications revoke, modify, or add to the covenants and restrictions established by this Declaration as such affect the Declarant Units, any Phase II Units and any of the Conveyed Units which have been made subject to the provisions of this Declaration; or

(b) At the time of conveyance of a subdivided lot or condominium unit by Declarant to a third party, the deed of conveyance of the subject property shall contain a specific

statement declaring that the subject property shall thereafter be subject to the covenants and restrictions of this Declaration. No joinder or consent of Co-Declarant, any owner of a Unit or other person shall be required, and such third party shall be deemed to be subject to the covenants and restrictions of this Declaration upon taking title to the subject property. Such deed of conveyance may contain such additional provisions and/or modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added land. In no event, however, shall such additional provisions and/or modifications revoke, modify, or add to the covenants and restrictions established by this Declaration as such affect the Declarant Units, any Phase II Units and any of the Conveyed Units which have been made subject to the provisions of this Declaration.

(3) Nothing contained in this Section shall obligate Declarant to make additions to the Property.

10. **Severability.** Invalidation of any particular provision of this Declaration by judgment or court order will not affect any other provision, all of which shall remain in full force and effect; provided, however, any court of competent jurisdiction is hereby empowered, to the extent practicable, to reform any otherwise invalid provision contained in this Declaration when necessary to avoid a finding of invalidity while effectuating Declarant's and Co-Declarant's intent of providing easement rights and restrictive covenants for the betterment of the Property.

11. **Operation.** The provisions of this Declaration are self-executing and will run with the land and be binding upon all persons having any right, title, or interest therein, or any part, their respective heirs, successors, and assigns.

12. **Covenant Running with the Property.** Except as otherwise provided herein and to the extent applicable as described herein, the covenants and restrictions of this Declaration shall run with and be binding upon the Property, and shall remain in force and be enforced by the owners of the Units and Co-Declarant and their respective heirs, successors and assigns, for a term of 30 years after the date this Declaration is recorded in the public records of Lee County, Florida, and shall be automatically renewed for successive periods of 10 years thereafter unless Co-Declarant and 100% of the owners of the Units decide within 6 months of a renewal date not to renew these covenants and restrictions, and an instrument executed by Co-Declarant and 100% of the owners of the Units certifying to such decision not to renew the covenants and restrictions of this Declaration is recorded in the public records of Lee County, Florida.

13. **Agreement as to the Condominium Commercial Unit.** Declarant and Co-Declarant hereby agree and covenant that the commercial unit which is a part of the Condominium shall in no manner be considered subject to the provisions of this Declaration.

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IN WITNESS WHEREOF, Declarant, by and through its duly-authorized officers, has executed this Declaration on this 7th day of October, 1999.

WITNESSES:

Name: Ms. Maureen DiSanto
Print Name: MAUREEN DI SANTO

Name: Jan Cline
Print Name: Jan Cline

DECLARANT:

WCI COMMUNITIES, INC., a Delaware corporation formerly known as Florida Design Communities, Inc.

By: [Signature]
R.C. Beyer, Jr., Vice President



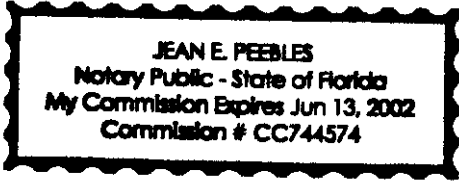
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STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 7th day of October, 1999, by R.C. Beyer, Jr., as Vice President of WCI COMMUNITIES, INC., a Delaware corporation formerly known as Florida Design Communities, Inc., on behalf of the corporation, as Declarant hereunder. He/She is personally known to me or has produced _____ as identification.

My Commission Expires: 6-13-99
(AFFIX NOTARY SEAL)

[Signature]
(Signature)
Name: JEAN E. PEEBLES
(Legibly Printed)
Notary Public, State of Florida
CC 744574
(Commission Number, if any)



IN WITNESS WHEREOF, Co-Declarant, by and through its duly authorized officer, has executed this Declaration on this 7th day of October, 1999.

WITNESSES:

CO-DECLARANT:
PUNTA GORDA ISLES SECTION 22
HOMEOWNERS ASSOCIATION, INC.,
A Florida not-for-profit corporation

Name: Mariann T. O'Reilly
Print Name: MARIANN T. O'REILLY

By: R. Stephen Pate
R. Stephen Pate, President

Name: Jennifer A. Frank
Print Name: Jennifer A. Frank

(SEAL)

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me this 7th day of October, 1999, by R. Stephen Pate, as President of PUNTA GORDA ISLES SECTION 22 HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, on behalf of the corporation, as Co-Declarant hereunder. He/She either is personally known to me or has produced _____ as identification.

My Commission Expires: MARCH 8, 2002

(AFFIX NOTARY SEAL)

Mariann T. O'Reilly
(Signature)
Name: MARIANN T. O'REILLY
(Legibly Printed)
Notary Public, State of Florida
CC 722347
(Commission Number, if any)

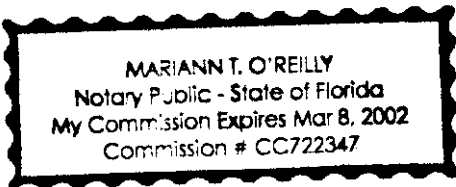


Exhibit A

Legal Description of the Declarant Units

Units 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 15, 17, 18, 19, 20, 22, 23, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 51 and 52, COURTSIDE LANDINGS CONDOMINIUM, being further described in that certain Declaration of Condominium recorded in Official Records Book according to map or plat thereof recorded in Official Records Book 3093, Page 3733, public records of Lee County, Florida, and according to map or plat thereof recorded in Condominium Plat Book 26, Pages 57 and 58, public records of Lee County, Florida.

Exhibit B

Legal Description of the Conveyed Units

Units 1, 12, 13, 14, 16, 21, 24 and 50, COURTSIDE LANDINGS CONDOMINIUM, being further described in that certain Declaration of Condominium recorded in Official Records Book according to map or plat thereof recorded in Official Records Book 3093, Page 3733, public records of Lee County, Florida, and according to map or plat thereof recorded in Condominium Plat Book 26, Pages 57 and 58, public records of Lee County, Florida.

Exhibit C**Legal Description of the Proposed Phase II Property**

COMMENCING at the Southwest corner of Section 6, Township 43 South, Range 23 East, thence run along the West line of aforesaid Section 6, N 00°33'37" E a distance of 830.60 feet to the Southwest corner of the aforementioned Parcel L; thence continue along the West line of aforesaid Section 6, N 00°33'37" E a distance of 830.60 feet also being the West line of Parcel L to the North line of the South 1660 feet of the aforesaid Section 6; thence run N 88°22'02" E a distance of 627.24 feet along the North line of the South 1660 feet of the aforesaid Section 6, also being the North line of the aforementioned Parcels L, A-2 and A-3 to the POINT OF BEGINNING; Thence continue along the North line of the South 1660 feet of the aforesaid Section 6, N 88°22'02" E a distance of 317.21 feet; thence run South a distance of 131.31 feet; thence run West a distance of 161.71 feet; thence run S 77°54'46" W a distance of 73.44 feet; thence run S 50°43'42" W a distance of 72.88 feet; thence run S 41°24'34" W a distance of 134.41 feet; thence run S 67°48'33" W a distance of 180.96 feet; thence run S 50°39'58" W a distance of 110.52 feet; thence run S 68°08'52" W a distance of 232.71 feet; thence run N 21°49'07" W a distance of 122.65 feet; thence run N 67°12'25" E a distance of 159.74 feet; thence run N 45°00'58" E a distance of 93.83 feet; thence run N 69°00'21" E a distance of 230.78 feet; thence run N 46°03'28" E a distance of 106.06 feet; thence run N 28°37'27" E a distance of 22.77 feet; thence run N 47°12'21" E a distance of 81.89 feet; thence run N 00°00'56" W a distance of 35.64 feet to the POINT OF BEGINNING.