

Prepared by and Return to:  
Hallin Family LLC  
7298 Villa D'Este Drive  
Sarasota, FL 34238

**DECLARATION  
OF COVENANTS, CONDITIONS AND RESTRICTIONS  
OF LITTLETON CENTER, A COMMERCIAL SUBDIVISION**

This Declaration of Covenants, Conditions, and Restrictions of Littleton Center, a Commercial Subdivision, is made this \_\_\_ day of \_\_\_\_\_, 20\_\_\_, by Hallin Family LLC, a Florida limited liability company, hereinafter referred to as "Declarant" or "Developer".

**WITNESSETH:**

**WHEREAS**, Declarant is the owner of the real property described in Exhibit "A" attached hereto and incorporated herein by reference (the "Property"); and

**WHEREAS**, The property described in Exhibit "B" which is part of, and is included within, the property described in Exhibit "A", is hereinafter referred to as "Development Area #1". Development Area #1 is also subject to that certain Declaration of Covenants, Conditions, and Restrictions recorded in Official Records Book 2871, Page 909, Public Records of Lee County, Florida (the "Development Area #1 Additional Restrictions"), which are intended to be in addition to this Declaration and not superceded by this Declaration; and

**WHEREAS**, Declarant intends by this Declaration to impose upon the Property mutually beneficial restrictions under a general plan of improvement for the benefit of all owners of parcels of property within the Property made subject to this Declaration and amendments thereto by the recording of this Declaration; and

**WHEREAS**, Declarant desires to provide a flexible and reasonable procedure for the overall development of the Property and to establish a method for the administration, maintenance, preservation, use, and enjoyment of such Property;

**WHEREAS**, Declarant has incorporated \_\_\_\_\_ Association, Inc. under the laws of the State of Florida as a non-profit corporation, for the purposes of exercising the functions stated within this Declaration, which Association is not intended to be a "Condominium Association" as such term is defined and described in the Florida Condominium Act (Chapter 718 of the Florida Statutes).

**NOW, THEREFORE**, Declarant hereby declares that all the Property described in Exhibit "A" shall be held, sold, and conveyed subject to the following easements, restrictions, covenants, and conditions which are for the purpose of protecting the value and desirability of and which shall run with the real property

subjected to this Declaration and which shall be binding on all parties having any right, title, or interest in the described Property or any part thereof, their heirs, successors, successors-in-title, and assigns, and shall inure to the benefit of each owner thereof.

## ARTICLE I

### DEFINITIONS

Section 1. "Additional Land" means land added to this Declaration in accordance with Article IX.

Section 2. "Area of Common Responsibility" means the Common Area, together with such other areas, such as, but not limited to easements granted to Association, for which the Association has or assumes responsibility to maintain pursuant to the terms of this Declaration, any Supplemental Declaration, any Covenant to Share Costs, any Easement, or other applicable covenants, contracts, or agreements.

Section 3. "Area of Common Use" means those areas, such as, but not limited to easements granted to Association, which are available for use by all Owners but which must be maintained by the underlying fee title Owner pursuant to the terms of this Declaration, any Supplemental Declaration, any Covenant to Share Costs, any Easement, or other applicable covenants, contracts, or agreements.

Section 4. "Annual Assessment" means the Assessment which is required for the payment of regular Association expenses and which is assessed annually against certain Owners as provided herein.

Section 5. "Articles" means the Articles of Incorporation for \_\_\_\_\_ Association, Inc., as filed with the Secretary of State for the State of Florida, a copy of which is attached hereto as Exhibit "C", as may be amended from time to time.

Section 6. "Assessment" means the share of funds which are required for the payment of Common Expenses, which is assessed against the Owners and may include Annual Assessments, Special Assessments, and Specific Assessments.

Section 7. "Association" means \_\_\_\_\_ Association, Inc., a Florida not for profit corporation, its successors and assigns.

Section 8. "Association Documents" means this Declaration, the Articles of Incorporation, Bylaws, Design Guidelines, and Rules and Regulations, as they may be amended from time to time. In the event of a conflict in the interpretation of the Association Documents, they shall be applied in the order of priority stated above.

Section 9. "Bylaws" means the Bylaws of \_\_\_\_\_ Association, Inc. A copy of the initial Bylaws are attached hereto as Exhibit "D".

Section 10. "Common Area" means all real and personal property now or hereafter owned by the Association for the common use and enjoyment of the Owners.

Section 11. "Common Expenses" means the actual and estimated expenses of operating the Association, including any reasonable reserves, all as may be found to be necessary and appropriate by the Board pursuant to this Declaration, and the Articles and Bylaws of the Association.

Section 12. "Cross Easements" means easements granted to the Association over a Tract for the common use of all Owners and may include, without limitation roadways, driveways, parking lots, landscape buffers, entranceways, medians, walkways, preserve areas, drainage areas, and other similarly related improvements for the common benefit of all Owners, whether or not the Association is obligated to maintain such areas.

Section 13. "Declarant" or "Developer" means Hallin Family LLC, a Florida limited liability company, its successors and assigns.

Section 14. "Declaration" shall mean this Declaration of Covenants, Conditions, and Restrictions of Littleton Center, a Commercial Subdivision.

Section 15. "Zoning Resolution" means the Littleton Center CPD Zoning Resolution Number Z-08-007 issued by the Board of County Commissioners of Lee County on February 2, 2009, including all Exhibits thereto, any other documents on file with the Lee County Community Development Department referenced in the Zoning Resolution, and any amendments to the Zoning Resolution, whether such amendments are in effect when this Declaration is recorded or subsequently issued.

Section 16. "Directors" or "Board" or "Board of Directors" shall be the elected body responsible for the administration of the Association.

Section 17. "Majority" means those eligible votes, Owners, or other groups as the context may indicate, totaling more than fifty (50%) percent of the total eligible number of votes.

Section 18. "Member" means a person or entity entitled to membership in the Association as provided herein.

Section 19. "Mortgage" means any mortgage, deed to secure debt, and any and all other similar instruments used for the purpose of conveying or encumbering real property as security for the payment or satisfaction of an obligation.

Section 20. "Mortgagee" means a Mortgage holder and/or a beneficiary or holder of a deed of trust.

Section 21. "Mortgagor" means a Mortgage debtor as well as the trustor of a deed of trust.

Section 22. "Owner" or "Tract Owner" means the record owner, whether one or more persons or entities, of any Tract which is a part of the Property, but excluding any party holding the fee simple title merely as security for the performance of an obligation. Owner shall include the Declarant so long as the Declarant owns any Tract.

Section 23. "Plat" means any plat recorded which includes all or any portion of the Property, whether such plat is recorded as of the date that this Declaration is recorded or subsequently recorded, and any replat of Tracts made from time to time.

Section 24. "Property" means the real property described in Exhibit "A" of this Declaration.

Section 25. "Rules and Regulations" means any rules and regulations duly adopted by the Board, as the same may be adopted or amended from time to time.

Section 26. "Special Assessment" means any assessment levied against the Owners other than the Annual Assessment.

Section 27. "Specific Assessment" means Assessments levied against Owners and their Tracts benefiting from a special service or amenity for the cost incurred for providing such service or amenity or levied in accordance with this Declaration against an Owner for failing to maintain their Tract or an Area of Common Use which the Owner is obligated to maintain, which may include, without limitation, remedial maintenance, repair or replacement and insurance.

Section 28. "Tract" means a portion of the Property other than the Common Area intended for any type of independent ownership. Typically, a Tract will be separately platted as a separate parcel of property but if any platted Tract is further subdivided into multiple ownerships by conveying portions of a Tract to multiple Owners without further platting, then each separately conveyed portion shall be a Tract for the purposes of this Declaration. Where the context indicates or requires, the term Tract includes any structure on the Tract.

Section 29. "Tract Association" means any condominium or property owners' association that may be formed within a particular Tract to govern the business affairs and any property within that Tract.

Section 30. "Tract Declaration" means the condominium declaration or declaration of covenants, conditions and restrictions and the articles of incorporation and bylaws of a Tract Association and any other documents governing a Tract, all changes to such documents or agreements, and any and all budgets of such Tract Associations as adopted from time to time.

Section 31. "Tract Supplement" means a supplement to this Declaration adding or deleting covenants, conditions, restrictions and easements for a Tract.

Section 32. "Turnover" or "Turnover Meeting" means the point at which the Tract Owners are entitled to elect the Board of Directors.

Section 33. "Undeveloped Tract" means a Tract upon which no structure has been constructed, or, a Tract upon which a structure has been constructed, but no certificate of occupancy has been issued by the local governmental authority.

Section 34. "Unit" means a condominium unit or parcel of land, together with any improvements thereon, located within the Property, intended for any type of independent ownership and use and shall, unless otherwise specified herein, include condominium units, independently owned buildings on separately platted Tracts, as well as vacant land intended for development as such.

Section 35. "Zoning Resolution" means the Littleton Center CPD Zoning Resolution number Z-08-007 issued by the Board of County Commissioners of Lee County on February 2, 2009, including all Exhibits thereto, any other documents on file with the Lee County Community Development Department referenced in the Zoning Resolution, and any amendments to the Zoning Resolution, whether such amendments are in effect when this Declaration is recorded or subsequently issued.

## ARTICLE II

### PROPERTY RIGHTS AND EASEMENTS

Section 1. Owners' Easement of Enjoyment. Every Owner of a Tract shall have a right and easement of ingress and egress, use and enjoyment in and to any property designated as Common Area, Area of Common Responsibility, or Area of Common Use on any plat or plats of the Property or any portion thereof, or designated as such on an instrument of conveyance such as a Deed or Easement, which right and easement shall be appurtenant to and shall pass with the title to such Tract, subject to the following rights:

a. The right of the Association to suspend the voting rights of any Owner for any period during which any Assessment of the Association against that Owners' Tract remains unpaid for more than thirty (30) days after notice.

b. The right of the Association (or Declarant prior to Turnover) to dedicate or transfer all or any part of the Common Areas to any municipality, public agency, authority, or utility for such purposes and subject to such conditions as may be agreed upon by the Members (or Declarant prior to Turnover). No such dedication or transfer shall be effective unless an instrument executed by two-thirds (2/3rds) of the Members agreeing to such dedication, or transfer, has been duly recorded. Notwithstanding the foregoing, the Declarant prior to Turnover shall have the unilateral right to dedicate or transfer all or any part of the Common Areas or grant easements to any municipality, public agency, authority, or utility for access or utilities over Common Areas for the benefit of the Property without the additional agreement of the Members.

c. The right of the Association, in accordance with its Articles and Bylaws, to borrow money for the purpose of improving the Common Areas and facilities, and in aid thereof to mortgage said Common Areas; the rights of such Mortgagee in said properties shall be subordinate to the rights of the Owners hereunder and all Mortgagees holding mortgages on any Tracts.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the Bylaws of the Association and subject to reasonable rules, regulations, and limitations as may be adopted in accordance therewith, his or her right of enjoyment to the Common Area, Area of Common Responsibility, and Area of Common Use, and facilities thereon, to his or her tenants, employees, officers, directors, business invitees or social invitees.

Section 3. Use of Common Area. No fences, walls, structures, or landscaping shall be erected or maintained upon the Common Area, except in accordance with the initial construction of the improvements located thereon or as approved by the Association's Board of Directors.

Section 4. Rules and Regulations. The Board of Directors may establish reasonable rules and regulations concerning the use of the Common Area and the facilities located thereon. Copies of such

regulations and amendments thereto shall be furnished by the Association to all Owners prior to the rule's effective date. Such regulations shall be binding upon the Owners, their families, tenants, guests, invitees, and agents until and unless such regulation, rule, or requirement shall be specifically overruled, canceled, or modified by the Board or by the Association in a regular or special meeting by the vote of the Members holding a Majority of the total votes in the Association. The Board shall have the authority to impose reasonable monetary fines and other sanctions, including the suspension of the right to use the Common Area. Monetary fines may be collected by lien and foreclosure, as provided in this Declaration.

Section 5. Declarant's Reserved Easement. Notwithstanding any provisions contained in the Declaration to the contrary, Declarant hereby expressly reserves unto itself and its successors and assigns a nonexclusive, perpetual right, privilege, and easement with respect to the Tracts for the benefit of Declarant, its successors, and assigns over, under, in, and/or on the portions of the Tracts which are not planned for the construction of buildings or other structures, without obligation and without charge to Declarant, for the purposes of construction, installation, relocation, development, sale, maintenance, repair, replacement, use, and enjoyment, and/or otherwise dealing with the Property. Declarant will use its reasonable best efforts to minimize any interference with the ongoing business being lawfully conducted on any of the affected Tracts. The reserved easement shall constitute a burden on the title to the Tract and specifically includes, but is not limited to:

a. The non-exclusive right of access, ingress, and egress for vehicular and pedestrian traffic over, under, on, or in any portions of the Tracts which are, from time to time, utilized for driveways and parking; and the right to tie into any such portions of the Tracts with driveways and walkways; and the right to tie into and/or otherwise connect and use (without a tap-on or any other fee for so doing), replace, relocate (to areas not occupied by buildings or structures), maintain, and repair any device which provides utility or similar services, including, without limitation, electrical, telephone, cable television, natural gas, water and sewer lines and facilities and drainage lines and facilities constructed or installed in, on, under and/or over the Property.

b. The right, but not the obligation, to enter into cross easement agreements with owners of adjoining properties. Such rights may include, but not be limited to, the right to grant easements with owners of adjoining properties to provide such owners access over Common Areas, Areas of Common Responsibility, and Areas of Common Use.

c. The right of Declarant, on Declarant's Tracts, to construct, install, replace, relocate, maintain, repair, use, and enjoy signs, sales offices, construction offices and business offices as, in the sole opinion of Declarant, may be required, convenient, or incidental to the construction and sale by Declarant of Tracts in the Property.

d. No rights, privileges, and easements granted or reserved herein shall be merged into the title of any property, but shall be held independent of such title, and no such right, privilege, or easement shall be surrendered, conveyed, or released unless and until and except by delivery of a Quit Claim deed from Declarant releasing such right, privilege, or easement by express reference thereto.

e. The right to alter, replace, relocate and arrange all or any part of the shoreline or waterline of any water body on Declarant's Tracts, or in the Common Areas, Areas of Common Responsibility, and

Areas of Common Use, as in the sole opinion of Declarant may be required, either for its own reasons or because of the requirements of any governmental agency.

**Section 6.**      **Easements for Utilities.** There are hereby reserved to the Association non-exclusive blanket easements upon, across, above, and under that portion of all Tracts within the Property which is not planned or used for the construction of buildings or other structures for access, ingress, egress, installation, repairing, replacing, and maintaining (i) all utilities serving the Property or any portion thereof, including, but not limited to, gas, water, sanitary, sewer, telephone, and electricity; and (ii) the surface water management system. It shall be expressly permissible for the Association or its designee, as the case may be, to install, repair, replace, and maintain or to authorize the installation, repairing, replacing, and maintaining of such wires, conduits, cables, structures, systems, facilities and other equipment related to the providing of any such utility or service. Each Tract Owner shall have the right, at its expense, to relocate such facilities to another area of its Tract if such facilities interfere with the Owners' planned improvements. The party responsible for the installation of any such utilities shall also be responsible to repair any damage to the underlying property and to return such property to the same condition, as practically as possible, that it was in prior to the installation of such utilities. Should any party furnishing any such utility or service request a specific license or easement by separate recordable document, the Board shall have the right to grant such license or easement.

**Section 7.**      **Ownership of Common Areas.** Declarant may retain the legal title to all Common Areas or portion thereof until the earlier of (i) sixty (60) days after all Tracts have been sold; or (ii) at such earlier time as Declarant may in its discretion determine. Notwithstanding any provision hereof, the Declarant hereby covenants that it shall convey said land and portions thereof to the Association, free and clear of all liens and financial encumbrances (except Declarant's reserved easements), not later than sixty (60) days after all Tracts have been sold. This Section may not be amended without the express written consent of the Declarant; provided, however, the rights contained in this Section shall terminate upon the earlier of (i) twenty-five (25) years from the date this Declaration is recorded or (ii) upon the Declarant's recording a written statement that all sales activity has ceased.

### **ARTICLE III**

#### **MEMBERSHIP AND VOTING RIGHTS**

**Section 1.**      **Membership.** Every person or entity who is the record owner of a fee or undivided fee interest in any Tract or portion of a Tract that is subject to this Declaration shall be deemed to have a membership in the Association, and shall be governed and controlled by the Articles and the Bylaws. Membership shall be appurtenant to and may not be separated from such ownership. The foregoing is not intended to include persons who hold an interest merely as security for the performance of an obligation, and the giving of a security interest shall not terminate the Owner's membership.

**Section 2.**      **Initial Control.** The affairs of the Association shall be managed by a Board of Directors. The initial Board of Directors shall consist of three (3) Directors, all of whom shall be appointed by the Declarant. The Declarant shall have the right to designate and appoint the Directors until: (i) sixty (60) days after all Tracts have been sold; or (ii) at such earlier time as Declarant may in its discretion determine.

**Section 3.**      **Voting.** Upon Turnover of the Association to the Members, the Owner of each Tract shall have a percentage vote in Association matters based on the proportion of the buildable square footage allocated to each Tract divided by the total buildable square footage allowed for all Tracts pursuant to the Zoning Resolution, as amended. Solely for the purpose of allocating votes, any Tract on which a hotel is allowed shall be allocated 400 square feet for each hotel room permitted on such Tract, regardless of the actual size of each hotel room or the actual total square footage of the building. In the event the ownership of a Tract is fractionalized into two or more parcels and there is no Tract Declaration for the Tract which establishes that a Tract Association will have the right to cast the votes for all owners within the Tract, each Owner within the Tract shall be entitled to vote its percentage share of ownership of the Tract based on the buildable square footage or hotel rooms allowed on the fractional portion of the Tract divided by the total buildable square footage or hotel rooms allowed on the entire fractionalized Tract. The percentage vote set forth in this Declaration may increase if any portion of the Property is removed from this Declaration pursuant to Article IX, or decrease if Additional Land is added to this Declaration pursuant to Article IX, in which case each Tract's percentage vote shall be reallocated based on the new buildable square footage of all the Tracts subject to this Declaration. All disputes as to the percentage vote to be allocated to a fractional parcel within any Tract shall be determined solely by the Board of Directors. The membership interest appurtenant to each Tract or part thereof shall automatically pass upon recordation in the public records of each instrument effectuating a sale, conveyance or transfer of said Tract or part thereof. The percentage vote set forth in this Declaration may increase if any portion of the Property is removed from this Declaration pursuant to Article IX or decrease if Additional Land is added to this Declaration pursuant to Article IX, in which case each Tract's percentage vote shall be reallocated based on the new buildable square footage of all of the Tracts subject to this Declaration.

The vote for each Tract shall be exercised as the Members may determine among themselves, but in no event shall more than one vote be cast with respect to any Tract. When more than one (1) person or entity holds an interest in any Tract, all such persons or entities shall determine the person authorized to cast the vote on behalf of the Tract.

## **ARTICLE IV**

### **MAINTENANCE; RIGHTS AND OBLIGATIONS OF THE ASSOCIATION**

**Section 1.**      **Common Area.** The Association, subject to the rights of the Owners set forth in this Declaration, shall be responsible for the exclusive management and control of the Common Area and all improvements thereon including facilities and equipment related thereto, if any, and shall be responsible for the maintenance of the Areas of Common Responsibility, and all improvements thereon including facilities and equipment related thereto, if any. The Association shall keep the Common Area and Areas of Common Responsibility in good, clean, attractive, and sanitary condition, order, and repair, pursuant to the terms and conditions of this Declaration and the Bylaws.

The maintenance of the Common Area and Areas of Common Responsibility shall be deemed to include, but not be limited to, maintenance, repair, and replacement, at the Association's sole cost and expense, of all trees, fences, shrubs, grass, swales, drainage pipes, retention areas, walks, signs, entrance



features, lighting and other improvements situated upon the Common Areas and Areas of Common Responsibility.

Section 2. Parking Lot/Roadway Lighting. The Association requires the parking lot and roadway lighting that illuminates the Areas of Common Responsibility to be designed and constructed with electrical circuits separate from lighting that does not illuminate the Areas of Common Responsibility. The Association may operate and maintain the aforementioned lighting should the Tract Owner fail to ensure the Areas of Common Responsibility within his Tract are illuminated. All costs of operation and maintenance of the lighting, including reasonable attorney's fees actually incurred, shall be assessed against the violating Tract Owner and shall be collected as provided for herein for the collection of Assessments.

Section 3. Services. The Association may obtain and pay for the services of any person or entity to manage its affairs or any part thereof, to the extent it deems advisable, as well as such other personnel as the Association shall determine to be necessary or desirable for the proper operation of the Property, whether such personnel are furnished or employed directly by the Association or by any person or entity with whom or with which it contracts. The Association may obtain and pay for legal and accounting services necessary or desirable in connection with the operation of the Property or the enforcement of this Declaration. The Association may, but shall not be required to, arrange as an Association expense with third parties to furnish water, trash collection, sewer service, and other common services to each Tract.

Section 4. Personal Property and Property for Common Use. The Association, through action of its Board of Directors, may acquire, hold, and dispose of tangible and intangible personal property and real property. The Board, acting on behalf of the Association, shall accept any real property or personal property, leasehold, or other property interests conveyed to it by the Declarant which are located within the Property subject to this Declaration or within any Additional Land which may be annexed in accordance with this Declaration.

Section 5. Implied Rights. The Association may exercise any other right or privilege given to it expressly by this Declaration or the Bylaws, and every other right or privilege reasonably to be implied from the existence of any right or privilege given to it herein or reasonably necessary to effectuate any such right or privilege.

Section 6. Enforcement. In addition to any other remedies provided for herein, the Association or its duly authorized agent shall have the power to enter upon a Tract, the Common Area, the Areas of Common Responsibility, and the Areas of Common Use, to abate or remove, using such force as may be reasonably necessary, any structure or condition which violates this Declaration, the Bylaws, the Rules and Regulations, or the use restrictions. Unless an emergency situation exists, the Board shall give the violating Tract Owner fifteen (15) days written notice of its intent to take such actions. All costs of such abatement or removal including reasonable attorney's fees actually incurred shall be assessed against the violating Tract Owner and shall be collected as provided for herein for the collection of Assessments.

Section 7. Right of Entry. The Association shall have the right, in addition to and not in limitation of all of the other rights it may have, to enter onto Tracts for emergency, security, or safety purposes, which right may be exercised by the Association's Board of Directors, officers, agents, employees, managers, and all police officers, firefighters, ambulance personnel, and similar emergency personnel in the

performance of their respective duties and, except in an emergency situation, entry shall only be during reasonable hours and after reasonable notice to the Owner or occupant.

**Section 8.**     Rights upon Owners' Failure to Maintain. In the event that the Board of Directors of the Association, by a two-thirds (2/3rds) vote, determines that (i) any Owner has failed or refused to discharge properly his or her obligations with regard to the maintenance, repair, or replacement of items for which he or she is responsible hereunder; or (ii) that the need for maintenance, repair, or replacement, which is the responsibility of the Association hereunder, is caused through the willful or negligent act of an Owner, such Owners' employees, officers, directors, agents, contractors, business invitees, guests or lessees, and is not covered or paid for by insurance, in whole or in part, then, in that event, the Association, except in the event of an emergency situation, shall give the Owner written notice of the Association's intent to provide such necessary maintenance, repair, or replacement, at the Owners' sole cost and expense; the notice shall set forth with reasonable particularity the maintenance, repair, or replacement, deemed necessary. The Owner shall have fifteen (15) days within which to complete the maintenance, repair, or replacement or in the event that such maintenance, repair, or replacement is not capable of completion within the fifteen (15) day period, to commence such work which shall be completed within a reasonable time. If any Owner does not comply with the provisions hereof, the Association may provide any such maintenance, repair, or replacement at Owners' sole cost and expense, and the cost shall be levied against the Owner as a Specific Assessment and shall become a part of the Assessment to which such Owner is subject and shall become a lien against the Tract and collected as provided herein for the collection of Assessments. The foregoing notwithstanding this provision shall be expressly subject to the subordination provisions of Article VI, Section 7 set forth below.

## **ARTICLE V**

### **MAINTENANCE; OBLIGATIONS OF OWNERS**

All maintenance of the Tract and all structures, landscaping, and other improvements thereon unless specifically identified as being the responsibility of the Association shall be the responsibility of the Owner. All Owners shall maintain their Tract and all such improvements in a manner consistent with this Declaration.

## **ARTICLE VI**

### **ASSESSMENTS**

**Section 1.**     Purpose of Assessments. The Assessments levied by the Association shall be used for the general purposes of promoting the health, safety and welfare of the Members of the Association, common benefit and enjoyment of the Owners, and, in particular for the improvement and maintenance of Common Areas and Areas of Common Responsibility, which may include, but not be limited to, performance of the following duties and the payment of:

a.     Improvements, maintenance, and repair of the Common Areas and Areas of Common Responsibility;

b. Water, electrical lighting, and other necessary utility services, if any, for the Common Areas and Areas of Common Responsibility;

c. Fire and other hazard insurance covering the full insurable replacement value of the Common Areas with extended coverage;

d. Taxes levied on real property constituting the Common Areas and on personal property of the Association;

e. Liability insurance insuring the Association against any and all liability to the public, to any Owner, or to the invitees, or tenants of any Owner arising out of their occupation and/or use of the Common Areas and Areas of Common Responsibility. The policy limits shall be set by the Association, and shall be reviewed at least annually and increased or decreased in the discretion of the Association;

f. Workman's compensation insurance to the extent necessary to comply with the Florida Statutes, and any other insurance deemed necessary by the Board of Directors of the Association.

g. Acquisition of equipment for the Common Areas and Areas of Common Responsibility as may be determined by this Association, including without limitation, all equipment and personnel necessary or proper for use of the Common Areas and Areas of Common Responsibility;

h. Any other materials, supplies, equipment, labor, management, supervision, services, personnel, repairs, structural alterations, insurance, taxes, or assessments which the Association is required to secure or pay pursuant to the terms of this Declaration or Bylaws, or which shall be necessary or proper in the opinion of the Board of Directors of the Association for the operation of the Property, for the benefit of the Owners or for the enforcement of these restrictions.

Section 2. Creation of the Lien and Personal Obligation of Assessments. Except as hereinafter more fully provided, the Declarant hereby covenants for each Tract within the Property and each Owner of a Tract is hereby deemed to covenant by acceptance of his deed for such Tract, whether or not it shall be so expressed in his deed, to pay to the Association: (i) Annual Assessments, (ii) Special Assessments for capital improvements and other expenditures that the Association deems appropriate in connection with the maintenance, development and upkeep of the Common Areas and Areas of Common Responsibility, such Assessments to be fixed, established, and collected from time to time as hereinafter provided, and (iii) Specific Assessments against any particular Tract which are established pursuant to this Declaration including but not limited to fines as may be imposed in accordance with other provisions of this Declaration and the costs associated with the maintenance and replacement of the sign panel attributable to a particular Tract located on the monument sign.

All such Assessments, together with interest at the highest rate allowable under the laws of the State of Florida, costs, and reasonable attorney fees, shall be a continuing lien upon the Tract against which each Assessment is made. Each such Assessment, together with interest, costs, and reasonable attorneys' fees, shall also be the joint and several personal obligation of each person who is the Owner of such Tract at the time of the Assessment fell due. Each Owner shall be liable for any Assessment coming due while he or she is the Owner of the Tract and his or her Grantee shall be jointly and severally liable for such portion thereof as may be due and payable at the time of conveyance. Assessments shall be paid in such manner and on such

dates as may be fixed by the Board of Directors which may include without limitation acceleration of the Annual Assessments for delinquents.

Section 3. Annual Assessments. The Annual Assessments provided for herein shall commence as to all Tracts on the first day of the month following completion of the subdivision improvements for the Property ("Commencement Date"). For the year in which a Tract is purchased from Declarant, the Annual Assessment shall be prorated and paid in advance; thereafter, it shall be paid annually, except that the Assessment period or schedule may be changed from time to time at the discretion of the Board of Directors. Until such time as Declarant relinquishes control of the Association as provided in this Declaration, the initial and subsequent Annual Assessments shall be established by the Declarant. Following Turnover, the Annual Assessments shall be computed based on the annual budget prepared by the Board of Directors. Each Tract's share of Annual and Special Assessments shall be fixed at a uniform rate for all Tracts, based upon the percentage of votes allocated to each Tract pursuant to Article III, Section 3. In the event of an increase in the actual cost of the operating the Association, the Declarant may, at its discretion, increase the Annual Assessments prior to its relinquishment of control of the Association. Notwithstanding anything herein to the contrary, until Turnover, for the Tracts owned by Declarant, Declarant may elect to pay the Assessments levied against the Tracts owned by the Declarant, or the difference between the actual expenses of the Association less all revenues received by the Association from Assessments against all other Tracts and revenues from any other sources. Such difference is hereinafter referred to as the "deficit".

Section 4. Special/Specific Assessments. In addition to the Annual Assessments authorized by Section 3 hereof, the Board may levy in any fiscal year a Special Assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the Common Areas and Areas of Common Responsibility, including the necessary fixtures and personal property related thereto, or for any other purpose deemed appropriate by the Association. The Board may also levy a Specific Assessment against any Owner to reimburse the Association for costs incurred in bringing the Owner and his or her Tract into compliance with the provisions of the Declaration, the Amendments thereto, the Articles, the Bylaws, the Design Guidelines, and the Rules and Regulations, or for services provided specifically to a particular Tract. The due date of any Assessment under this Article shall be fixed in a resolution authorizing such Assessment.

Section 5. Annual Assessment/Computation by Board of Directors. After Turnover, it shall be the duty of the Board to prepare a budget of Common Expenses for each fiscal year. At least fourteen (14) days prior to the meeting at which the budget will be considered, the Board shall cause the budget and the Assessments to be levied against each Tract for the following year to be delivered to each Member. The budget and the Assessment shall become effective unless disapproved at a meeting by a Majority of the total Association Members. Notwithstanding the foregoing, however, in the event the membership disapproves the proposed budget or the Board fails for any reason to so determine the budget for the succeeding year, then and until such time as a budget shall have been determined, as provided herein, the budget in effect for the then current year shall continue for the succeeding year.

The Board, shall prepare a roster of the Tracts and Assessments applicable thereto which shall be kept in the office of the Association and which shall be open for inspection for any Owner within ten (10) business days upon written request by an Owner. The Association shall, upon demand at any time, furnish to any Owner liable for any Assessment, a certificate in writing signed by an officer of the Association setting

forth whether any such Assessment has been paid. Said certificate duly acknowledged by an officer of the Association shall be conclusive evidence of payment of any Assessment therein stated to have been paid.

**Section 6.**     Effect of Non-Payment of Assessment, Remedies of Association. Any Assessments which are not paid when due shall be delinquent. Any Assessment delinquent for more than ten (10) days shall incur a late charge in an amount as the Board may determine from time to time. The Association shall cause a notice of delinquency to be given to any Member who has not paid an Assessment within ten (10) days following the due date. If the Assessment has not been paid within thirty (30) days, a lien as herein provided for shall attach and in addition the lien shall include the late charge, interest on the principal amount due plus the late charge at the maximum allowable rate by law from the date first due and payable, all costs of collection, reasonable attorney's fees actually incurred, and any other amounts provided or permitted by law. In the event the Assessment remains unpaid after sixty (60) days, the Association may, as the Board shall determine, institute suit to collect such amounts or to foreclose its Lien. Each Owner, by his or her acceptance of deed to a Tract, vests in the Association or its agents, the right and power to bring all actions against him or her personally for the collection of such charges as a debt or to foreclose the aforesaid lien in the same manner as other liens for the improvement of real property. The lien provided for in this Article shall be in favor of the Association and shall be for the benefit of all other Owners. The power to bid on the Tract at any foreclosure sale or to acquire, hold, lease, mortgage and convey the same, shall be held by the Association acting on behalf of the Owners. No Owner may waive or otherwise escape liability for the Assessments provided for herein, including by way of illustration but not limitation, the abandonment of his or her Tract.

**Section 7.**     Subordination of the Lien to First Mortgages. Subject to any law or regulation to the contrary, the lien of the Assessments provided for in this Declaration shall be subordinate to the lien of any mortgage on a Tract held by a mortgage lender for assessments which came due after the recording of such mortgage. Any Assessments which were due before the recording of such mortgage, whether or not a lien has been filed by the Association, shall not be subordinate to such mortgage.

**Section 8.**     Property Exempt from Assessments. All property conveyed or transferred (by deed, dedication, grant of easement, or otherwise) to and accepted by a local, state, or federal public or regulatory authority for a public purpose are fully exempt from the Assessments created herein. This exemption is intended to apply only to public dedications of easements, roads, and similar facilities and shall not apply to Tracts conveyed or transferred to a federal, state or local governmental body for the construction buildings or other facilities.

## **ARTICLE VII**

### **DESIGN GUIDELINES**

**Section 1.**     Design Guidelines. The Declarant has adopted and may, from time to time until Turnover, amend, Design Guidelines. The Design Guidelines may only be amended by the Association after Declarant no longer owns any Tract within the Property and Declarant can no longer annex Additional Land pursuant to Article IX.

**Section 2.**     Variance. The Board of Directors may authorize variances from compliance with any of the architectural provisions of the Design Guidelines when circumstances such as topography, natural obstructions, or environmental considerations require. Such variance must be evidenced in writing. If such

variances are granted, no violation of this Declaration or the Design Guidelines shall be deemed to have occurred with respect to the matters for which the variances were granted. The granting of such a variance shall not, however, operate to waive any of the terms and provisions of this Declaration or the Design Guidelines for any purpose except as to the particular Tract and particular provisions hereof covered by the variance, nor shall it affect in any way the Owners' obligation to comply with all governmental laws and regulations affecting his use of the Tract, including, but not limited to, the Zoning Resolution and setback lines or requirements imposed by any governmental or municipal authority.

**Section 3.**     **Attorney's Fees.** For all purposes necessary to enforce this Article, the Association shall be entitled to collect reasonable attorneys' fees, court costs and other expenses against the Owner of a Tract, whether or not litigation is instituted, and the Board may assess such amounts in the form of a Special Assessment for noncompliance.

**Section 4.**     **Use Restrictions.** In order to maintain the standards of community design and environmental protection which Declarant has set for the Property and to ensure a degree of uniformity and compatibility for the mutual benefit of the Owners therein, the following Use Restrictions are hereby adopted for the achievement of the stated goals. In particular, the philosophy of development includes the ability to maintain an aesthetically pleasing atmosphere throughout the Property and the preservation of aesthetic qualities alone shall be sufficient to trigger the enforcement provisions set forth herein.

a.     **Use.** All Tracts shall be used, improved and devoted exclusively to commercial and accessory uses permitted by the Zoning Resolution, as may be amended from time to time, and the uses and limitations, if any, imposed by Declarant in the Deed conveying a Tract to an Owner ("Deed Restrictions"), or a Tract Supplement recorded by Declarant prior to or in connection with conveyance of a Tract.

b.     **Visibility of Street Intersection.** No obstruction to visibility at street intersections shall be permitted.

c.     **Compliance.** It shall be the responsibility of each Owner, and their authorized employees, invitees, guests and tenants, to conform and abide by this Declaration, the Tract Supplement applicable to a Tract (if any), Deed Restrictions (if any), and the Zoning Resolution, with regard to the use of the Tract, and to see that all persons using an Owners' Tract by, through and under him to do likewise.

d.     **Compliance Inspections.** Owners shall allow the Board of Directors or the agents and employees of the Association to enter the exterior portion of any Tract for the purpose of maintenance, inspection and repair, or in the case of emergency, for any purpose, or to determine compliance with this Declaration.

e.     **Violation.** Upon violation of any the provisions of this Declaration, the Tract Supplement applicable to a Tract (if any), Deed Restrictions (if any), or the Zoning Resolution, by an Owner or his authorized employees, invitees, tenants, or guests, the Association or any Owner may bring an action for specific performance, declaratory decree or injunction. The successful party may recover costs and attorneys' fees in such suit.

f.     **Nuisances.** No business shall be allowed upon a Tract or portion thereof nor shall any use or practice be permitted which is the source of annoyance to other Owners or which interferes with the

peaceful possession and proper use of the Common Areas, Areas of Common Responsibility, and Areas of Common Use, by Owners or their representatives. All parts of a Tract shall be kept in clean and sanitary condition, and no rubbish, refuse or garbage shall be allowed to accumulate nor shall any fire hazard be allowed to exist.

g. Offensive Activities. Offensive or unlawful activities or any activity constituting an unreasonable source of annoyance shall not be conducted in or upon any Tract or any part thereof, and the Association shall have standing to initiate legal proceedings to abate such activity. Each Owner shall refrain from any act or use of his or her Tract which could reasonably cause embarrassment, discomfort, or annoyance to other Owners, and the Board of Directors shall have the power to make and to enforce reasonable rules and regulations in furtherance of this provision.

## **ARTICLE VIII**

### **LANDSCAPING REQUIREMENTS**

Section 1. Landscape Plan. Prior to occupancy, a Tract must be landscaped according to a plan submitted and approved by Lee County. All landscaping shall be installed according to accepted commercial planting procedures. Adequately sized planting beds with fertile soil (free of limerock, pebbles or other construction debris) shall be used. Tract Owners shall be responsible for the maintenance of the landscaping of their own Tracts. Plants shall be maintained in a healthy and growing condition or replaced with equal size and species material. Owners are also responsible for the removal of all exotic vegetation on their Tract including such species as Brazilian Pepper, Melaleuca, and Australian Pines.

Section 2. Irrigation. A complete, underground automatic landscape irrigation system for landscape areas of all Tracts shall be provided by each Owner as part of the overall landscape plan. Each irrigation system shall be designed to provide full ground coverage and to meet the peak moisture demand of all landscape material. All irrigation systems shall also be designed and operated to prevent or minimize run-off and discharge of irrigation water onto roadways, driveways, native plant stands, adjacent Tracts and Common Areas, and any area not under control of the Owner. Each irrigation system shall be maintained so as to be in optimum proper working order. All irrigation systems shall provide protection to native planting stands and irrigation water shall be directed away from such areas to avoid plant stress and decline.

## **ARTICLE IX**

### **ANNEXATION AND REMOVAL**

Section 1. Annexation Without Approval of Membership. Until Turnover, the Declarant shall have the right, privilege, and option to annex, from time to time, Additional Land to the provisions of this Declaration and the jurisdiction of the Association. Such right of Declarant shall be unilateral and subject solely to the consent of the owner of the real property to be annexed. Such annexation shall be accomplished by filing in the Public Records an amendment to this Declaration annexing such property executed solely by Declarant. Such amendment shall not require the consent of any person other than Declarant. Any such annexation shall be effective upon the filing for record such amendment, unless

otherwise provided therein. Said amendment may also impose additional restrictions, or remove or limit restrictions contained herein.

Section 2.     Annexation With Approval of Membership. After Turnover, subject to the consent of the owner thereof, upon the written consent or affirmative vote of Members representing a majority of the votes represented by the Members of the Association present at a meeting duly called for such purpose, the Association may annex real property to the provisions of this Declaration and the jurisdiction of the Association by filing of record in the Public Records an amendment to this Declaration describing the property to be annexed. Any such amendment shall be signed by the President and the Secretary of the Association, and by the owner of the property being annexed, and any such annexation shall be effective upon filing, unless otherwise provided therein. The relevant provisions of the Bylaws dealing with regular or special meetings, as the case may be, shall apply to determine the time required for, and the proper form or notice of, any meeting called for the purpose of considering annexation of property pursuant to this Section 2 and to ascertain the presence of a quorum at such meeting.

Section 3.     Acquisition of Additional Common Area. Declarant may convey to the Association additional real estate, improved or unimproved, located within the Property which, upon conveyance or dedication to the Association, shall be accepted by the Association without further action and thereafter shall be maintained by the Association, at its expense, for the benefit of its Members.

Section 4.     Removal of Property. Declarant reserves the right to amend this Declaration from time to time prior to Turnover, in its sole discretion, without the prior notice or consent of any Person to remove any portions of the Property then owned by the Declarant (or any affiliate of Declarant) or by the Association from the provisions of this Declaration if, and to the extent, such property was originally subjected to this Declaration in error, or if Declarant changes the development plan for the Property; provided, however, that Declarant, concurrently with such removal, shall grant and/or confirm such easements as are necessary or requisite relative to the construction on those Tracts theretofore conveyed by Declarant.

Section 5.     Amendment. This Article shall not be amended without the prior written consent of Declarant.

## **ARTICLE X**

### **GENERAL PROVISIONS**

Section 1.     Duration. The covenants and restrictions of this Declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by the Association or any Member thereof for a period of twenty-five (25) years from the date hereof. Thereafter they shall be automatically extended for additional periods of ten (10) years unless an instrument in writing, signed by the Owners holding at least two-thirds of the voting interests, has been recorded within the year preceding the beginning of each successive period of ten (10) years, agreeing to change said covenants and restrictions, in whole or in part, or to terminate the same.

Section 2.     Covenants Run with the Land. All restrictions, reservations, covenants, conditions, and easements contained in this Declaration shall constitute covenants running with the land; and all grantees, devisees, or mortgagees, their heirs, personal representatives, successors and assigns, and all



parties claiming by, through, or under such persons agree to be bound by the provisions of (a) this Declaration of Covenants, Conditions, and Restrictions, (b) the Articles of Incorporation, (c) the ByLaws, (d) the Design Guidelines, and (e) the Rules and Regulations.

Section 3.     Enforcement. Declarant, the Association, or any Owner, shall have the right to enforce, by proceedings at law or in equity, all restrictions, conditions, covenants, easements, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration, and shall be entitled to recover all expenses, costs and attorney's fees related thereto. Failure by the Declarant, the Association, or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 4.     Severability. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

Section 5.     Amendments. The Declarant shall have the right to amend this Declaration until Turnover. All such amendments shall be in keeping with the general scheme of development for Littleton Center and no such amendment shall change or interfere with a Tract development plan which has been approved by Declarant or the Board of Directors. Thereafter this Declaration may be amended by duly recording an instrument executed and acknowledged by two thirds of the voting interests of the Owners; provided, however that no amendments shall be adopted without the consent and approval of the Declarant so long as it shall own one or more Tracts in the Property.

Section 6.     Subordination. No breach of any of the conditions herein contained shall defeat or render invalid the lien of any institutional first Mortgage made in good faith and for value as to the Property or any Tract.

Section 7.     Indemnification. The Association shall indemnify every officer and director against any and all expenses, including counsel fees, reasonably incurred by or imposed upon any officer or director in connection with any action, suit, or other proceeding (including settlement of any suit or proceeding, if approved by the then Board of Directors) to which he or she may be a party by reason of being or having been an officer or director. The officers and directors shall not be liable for any mistake of judgment, negligent or otherwise, except for their own individual willful misfeasance, malfeasance, misconduct, or bad faith. The officers and directors shall have no personal liability with respect to any contract or other commitment made by them, in good faith, on behalf of the Association (except to the extent that such officers or directors may also be Members of the Association), and the Association shall indemnify and forever hold each such officer and director free and harmless against any and all liability to others on account of any such contract or commitment. Any right to indemnification provided for herein shall not be exclusive of any other rights to which any officer or director, or former officer or director, may be entitled.

Section 8.     Gender and Grammar. The singular, wherever used herein, shall be construed to mean the plural, when applicable, and the use of the masculine pronoun shall include the neuter and feminine.

**IN WITNESS WHEREOF**, the undersigned Declarant has executed this Declaration this \_\_\_\_ day of \_\_\_\_\_, 2012.

**Signed, sealed and delivered**

**in the presence of:**

**Hallin Family LLC, a Florida limited liability company**

\_\_\_\_\_

**By:** \_\_\_\_\_

**Witness**

**Printed Name:** \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

**Its:** \_\_\_\_\_

\_\_\_\_\_

**Witness**

**Printed Name:** \_\_\_\_\_

**STATE OF FLORIDA  
COUNTY OF SARASOTA**

The foregoing instrument was acknowledged to before me by \_\_\_\_\_, as \_\_\_\_\_ of **Hallin Family LLC**, a Florida limited liability company on behalf of said limited liability company, who is personally known to me or has produced \_\_\_\_\_ as identification.

**SWORN AND SUBSCRIBED TO** before me, this \_\_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_

**Notary Public**

\_\_\_\_\_

**Printed Name**

**My Commission expires** \_\_\_\_\_

**EXHIBIT "A"**

**LEGAL DESCRIPTION OF THE PROPERTY**

A PARCEL OF LAND LYING IN THE WEST ONE-HALF OF SECTION 34, TOWNSHIP 43 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING IN THE NORTHWEST CORNER OF SECTION 34, TOWNSHIP 43 SOUTH, RANGE 24 EAST, PROCEED SOUTH 89°54'50" EAST ALONG THE NORTH LINE OF SAID SECTION 34, WHICH IS ALSO THE CENTERLINE OF LITTLETON ROAD (50 FEET WIDE) FOR 2268.21 FEET TO AN INTERSECTION WITH THE CENTERLINE OF U.S.41 (STATE ROAD 45); THENCE CONTINUE SOUTH 89°54'50" EAST FOR 397.85 FEET TO THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 34; THENCE SOUTH 03°24'53" WEST FOR 25 FEET MORE OR LESS TO A CONCRETE POST ON THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID LITTLETON ROAD AND THE POINT OF BEGINNING; FROM SAID POINT OF BEGINNING, CONTINUE SOUTH 03°24'53" WEST 5261.34 FEET TO A CONCRETE MONUMENT ON THE NORTHERLY RIGHT-OF-WAY LINE OF PINE ISLAND ROAD; THENCE PROCEED NORTH 89°55'35" WEST ALONG SAID NORTHERLY RIGHT-OF-WAY LINE 270.57 FEET MORE OR LESS TO A CONCRETE MONUMENT ON THE EASTERLY RIGHT-OF-WAY LINE OF U.S. 41 (STATE ROAD 45); THENCE NORTH 00°47'10" WEST ALONG THE ARC OF A CURVE (RADIUS 2764.79', CHORD 406.57') 406.94 FEET MORE OR LESS TO A POINT OF TANGENCY AND A STATE ROAD RIGHT-OF-WAY MONUMENT; THENCE PROCEED NORTH 03°25'50" EAST 4748.50 FEET ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID U.S. 41 TO A POINT OF TANGENCY AND A CONCRETE MONUMENT; THENCE NORTH 30°58'09" EAST ALONG THE ARC OF A CURVE (RADIUS 5629.58', CORD 105.83') 105.85' TO A POINT OF INTERSECTION OF THE EASTERLY RIGHT-OF-WAY LINE OF U.S. 41 WITH THE SOUTH RIGHT-OF-WAY LINE OF LITTLETON ROAD AND A CONCRETE MONUMENT; THENCE PROCEED SOUTH 89°54'50" EAST 298.05 FEET MORE OR LESS TO THE POINT OF BEGINNING.

LESS AND EXCEPT THE LANDS CONVEYED TO THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION, BY WARRANTY DEED RECORDED IN O.R. BOOK 2629, PAGE 1367, PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

LESS AND EXCEPT THE LANDS CONVEYED TO LEE COUNTY BY WARRANTY DEED RECORDED IN O.R. BOOK 2674, PAGE 2506, PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

LESS AND EXCEPT THE LANDS CONVEYED TO PARK 41 COMMONS, INC., A FLORIDA CORPORATION, BY SPECIAL WARRANTY DEED RECORDED IN O.R. BOOK 4181, PAGE 2619, PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

LESS AND EXCEPT THE LANDS CONVEYED TO CALVIN GAETA DEVELOPMENT, INC., A FLORIDA CORPORATION, BY WARRANTY DEED RECORDED IN O.R. BOOK 2871, PAGE 919, PUBLIC RECORDS OF LEE COUNTY, FLORIDA. (CVS PARCEL)

LESS AND EXCEPT THE LANDS CONVEYED TO COLONIAL BANK, N.A., A NATIONAL BANKING ASSOCIATION, BY WARRANTY DEED RECORDED UNDER INSTRUMENT NUMBER 2007000107769, PUBLIC RECORDS OF LEE COUNTY, FLORIDA. (BB&T PARCEL)

ALSO TOGETHER WITH:

BROWN ROAD VACATED RIGHTS OF WAY

COMMENCE AT THE NORTHEAST CORNER OF THE NORTHWEST ¼ OF SECTION 34, TOWNSHIP 43 SOUTH, RANGE 24 EAST, THENCE RUN S03°24'53"W ALONG THE EAST LINE OF SAID NORTHWEST ¼, ALSO BEING THE WEST LINE OF PALMONA PARK UNIT 1 RECORDED IN PLAT BOOK 7, PAGES 54 AND 55, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, A DISTANCE OF 25.04 FEET TO THE INTERSECTION OF SAID EAST LINE WITH THE SOUTHERLY RIGHT OF WAY LINE OF LITTLETON ROAD AND THE POINT OF BEGINNING; THENCE CONTINUE ALONG SAID EAST LINE S03°24'53"W, A DISTANCE OF 1392.46 FEET TO THE NORTH LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4181, PAGES 2619-2626, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE RUN N86°35'07"W ALONG SAID NORTH LINE, A DISTANCE OF 27.00 FEET TO THE WESTERLY RIGHT OF WAY LINE OF BROWN ROAD; THENCE RUN N03°24'53"E ALONG SAID WESTERLY LINE, A DISTANCE OF 1390.89 FEET TO THE AFOREMENTIONED SOUTH RIGHT OF WAY LINE OF LITTLETON ROAD; THENCE RUN S89°54'50"E ALONG SAID SOUTH LINE, A DISTANCE OF 27.05 FEET TO THE POINT OF BEGINNING.

COMMENCE AT THE NORTHEAST CORNER OF THE NORTHWEST ¼ OF SECTION 34, TOWNSHIP 43 SOUTH, RANGE 24 EAST, THENCE RUN S03°24'53"W ALONG THE EAST LINE OF SAID NORTHWEST ¼, ALSO BEING THE WEST LINE OF PALMONA PARK UNIT 1 RECORDED IN PLAT BOOK 7, PAGES 54 AND 55, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, A DISTANCE OF 1599.50 FEET TO THE SOUTH LINE OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4181, PAGES 2619-2626, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, AND THE POINT OF BEGINNING; THENCE CONTINUE S03°24'53"W ALONG SAID EAST LINE, A DISTANCE OF 431.45 FEET TO A POINT OF INTERSECTION WITH THE WESTERLY EXTENSION OF THE NORTH RIGHT OF WAY LINE OF SAN JOSE STREET; THENCE N89°55'26"W ALONG SAID WESTERLY EXTENSION, A DISTANCE OF 27.05 FEET TO THE WESTERLY RIGHT OF WAY LINE OF BROWN ROAD; THENCE RUN N03°24'53"E ALONG SAID WESTERLY RIGHT OF WAY LINE, A DISTANCE OF 433.03 FEET TO THE AFOREMENTIONED SOUTH LINE; THENCE S86°35'07"E ALONG AFOREMENTIONED SOUTH LINE, A DISTANCE OF 27.00 FEET TO THE POINT OF BEGINNING.

**EXHIBIT "B"**

**LEGAL DESCRIPTION OF DEVELOPMENT AREA #1**

THOSE CERTAIN LANDS SITUATED IN SECTION 34, TOWNSHIP 43 SOUTH, RANGE 24 EAST, LEE COUNTY, FLORIDA, LYING EAST OF THAT CERTAIN HIGHWAY KNOWN AS U.S. 41, NORTH OF STATE ROAD 78 (ALSO KNOWN AS PINE ISLAND ROAD), WEST OF BROWN ROAD, AND SOUTH OF STOCKTON ROAD, AS EXTENDED BETWEEN U.S. 41 AND BROWN ROAD (STOCKTON ROAD EXTENSION) BEING DESCRIBED AND DEPICTED IN DEED TO LEE COUNTY RECORDED IN OFFICIAL RECORDS BOOK 2674, AT PAGE 2506, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

**EXHIBIT "C"**

**ARTICLES OF INCORPORATION**

**EXHIBIT "D"**

**BY-LAWS**