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08/08/97 at 08:44AM DWIGHT H. BROCK, CLERK

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Re: HERITAGE GREENS DEVELOPMENT
277 N COLLIER BVD
MARCO ISLAND FL 34145

**DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS
FOR
HERITAGE GREENS**

THIS DECLARATION is made this 1st day of August, 1997, by Heritage Greens Development Limited Partnership, a Delaware limited partnership, hereinafter called the "Declarant," for itself and its successors, grantees, and assigns.

P R E M I S E S:

WHEREAS Declarant owns certain real property located in Collier County, Florida, and intends to create thereon a residential planned development of single-family homes, multi-family structures and related recreational and other common facilities and amenities, to be known as "Heritage Greens."

WHEREAS the real property intended to be developed as Heritage Greens (the "Lands") is described in Exhibit "A" to this Declaration, as it may be amended from time to time; and

WHEREAS to preserve, protect and enhance the values of the property and amenities in the Community, and the general health, safety and welfare of the residents, Declarant deems it desirable to subject the Community to certain protective covenants, conditions, and restrictions; and

WHEREAS to provide a means for achieving the goals and objectives expressed above, Heritage Greens Community Association, Inc., a Florida corporation not for profit (the "Community Association") has been incorporated; and

WHEREAS pursuant to Chapter 190, Florida Statutes, Heritage Greens Community Development District (the "CDD"), has been created to own, operate, administer and maintain certain parts of the infrastructure of the Community as further described in Section 2 of this Declaration;

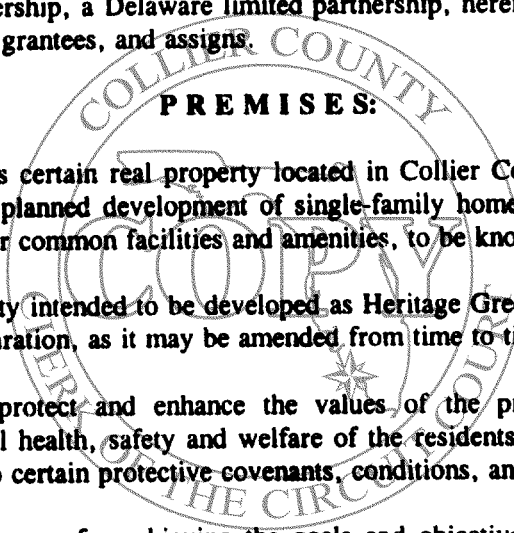
WHEREAS Declarant will, in its sole discretion, from time to time, convey, lease or grant a license or other possessory or use rights to lands within or without the Community by deed, easement, or otherwise to the Community Association, or the CDD, or both, to be maintained, operated, and used by the members of the Community Association, and their families, tenants guests and invitees; and

NOW THEREFORE the Declarant, and any other person who owns an interest in the subject property who consents to or joins in the making of this Declaration, hereby declares that the Lands

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Return to:
Swalm & Murrell, P.A.
2375 Tamiami Trail N., Suite 308
Naples, FL 34103



described in Exhibit "A," hereto, as amended from time to time, are and shall be owned, used, sold, conveyed, encumbered, demised and occupied subject to the provisions of this Declaration, which shall run with the Lands and bind all parties having any right, title or interest in the Lands or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof. Additional real property may be added to the Lands by the Declarant by amending Exhibit "A," with consent of all persons having a record ownership interest in the property being added. Nothing herein, and no violation of these covenants, conditions and restrictions shall invalidate or impair the lien of any mortgage or deed of trust given in good faith and for value. Further, it is the express intent of Declarant is that all substantive contract rights created hereunder shall not be retroactively affected by laws enacted subsequent to the recording of this Declaration.

1. DEFINITIONS. The certain words and phrases used in this Declaration and its recorded exhibits, are used with the meanings set forth in this Section, unless the context clearly requires another meaning.

1.1 "Architectural Review Board" or "ARB" means the Architectural Review Board as established and empowered in Section 6 of this Declaration.

1.2 "Assessment" or "Assessments" means a share of the funds required for the payment of the expenses of the Community Association which from time to time is assessed against its members, including without limitation annual assessments and special assessments, as authorized in Section 9 of this Declaration.

1.3 "Board" means the Board of Directors of Heritage Greens Community Association, Inc.

1.4 "Builder" means any or all of the following: the Declarant, Heritage Greens Construction Limited Partnership, a Delaware limited partnership, U.S. Home Corporation, a Delaware corporation, or any of their successors or assigns, and any other person or entity that acquires land in Heritage Greens for the purpose of development, or to whom the Declarant sells land within Heritage Greens and specifically assigns in writing any development rights it may have under this Declaration. The owner of a Lot shall not, solely by virtue of having purchased a Lot, be deemed to be a Builder or a successor or assignee of the development rights of a Builder, or of the Declarant for purposes of this paragraph, unless the instrument of assignment or conveyance expressly so states.

1.5 "CDD" means the Heritage Greens Community Development District, created pursuant to Chapter 190, Florida Statutes, to administer and operate all or portions of the Community to the extent permitted by Florida law.

1.6 "CDD Property" means all real and personal property which the CDD now or hereafter either owns, controls, operates or any combination of the foregoing, or otherwise administers pursuant to its responsibilities under Chapter 190, Florida Statutes, and the documents establishing the CDD.

1.7 "Common Areas" means Tract CC of the Plat and all improvements thereon, and any other real property, ownership, possessory or use rights which are intended for the use and enjoyment of the Members generally.

1.8 "Community" means all real property comprising Heritage Greens, and the improvements thereon.

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1.9 "Community Association" means Heritage Greens Community Association, Inc., a Florida corporation not for profit, and its successors and assigns.

1.10 "Conservation Areas" means Tracts P-1 and P-2 as shown on the Plat for Heritage Greens.

1.11 "County" or "the County" means Collier County, Florida.

1.12 "Declarant" means Heritage Greens Development Limited Partnership, a Delaware limited partnership, and its successors or assigns. The owner of a Lot shall not, solely by virtue of having purchased a Lot, be deemed to be a Declarant or a successor or assignee of the development rights of the Declarant, for purposes of this paragraph, unless the instrument of assignment or conveyance expressly so states.

1.13 "Declaration" means this Declaration of Covenants, Conditions and Restrictions for Heritage Greens, and all recorded exhibits to it, as it and they may be amended from time to time.

1.14 "Golf Course" means the land described as such in Exhibit "B" to this Declaration, and all improvements thereon, which is separately owned and operated as a golf course open to the public, and is not subject to this Declaration, notwithstanding anything to the contrary in the Governing Documents.

1.15 "Governing Documents" means this Declaration and all recorded exhibits to it, as it and they may be amended from time to time. In the event of a conflict in the interpretation of two or more of the Governing Documents, the Declaration supersedes all other documents, and the Articles of Incorporation of the Community Association supersede the Bylaws.

1.16 "Heritage Greens" is the name of the Community.

1.17 "Institutional Mortgage" means:

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

(B) a governmental, quasi-governmental or private agency that is engaged in the business of holding, guaranteeing or insuring residential mortgage loans (including without limitation the Federal National Mortgage Association), Government National Mortgage Association, Federal Home Loan Mortgage Corporation, Federal Housing Administration and Veterans Administration and which holds, guarantees or insures a first mortgage upon a Lot, Living Unit, Parcel or Tract; or

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

(D) any Builder who takes back purchase money financing.

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1.18 "**Living Unit**" or "**Unit**" means a residential structure or part of a residential structure located within the Community and intended to be occupied by one family or household as its residence. Units may be single family detached or attached residences, villas or townhouse type units sharing common walls, cluster housing units, or condominium units in multi-story buildings. If a Living Unit is a free-standing or attached single family home or villa located on a Lot owned by the owner of the Unit, the use of "Living Unit" or "Unit" shall be interpreted as if followed immediately by the words "and the Lot on which it is located."

1.19 "**Lot**" means one or more of the platted portions of land into which the Community has been or may be subdivided, upon each of which a single Living Unit has been or is intended to be constructed. Unless the context clearly requires a different interpretation, the term "Lot" shall be interpreted as if it were followed by the words "and the Living Unit constructed thereon." In the case of multi-story condominium buildings, there are no separate Lots, so in the context of such a condominium the word "Lot" shall be synonymous with "Living Unit" or "unit."

1.20 "**Member**" means a person who owns record legal title to a Lot or Living Unit.

1.21 "**Neighborhood**" means a residential condominium, or a group of single family homes or villas, or any other residential sub-area development within the Community, where all the Lots and Living Units are subject to a single common recorded declaration of neighborhood covenants.

1.22 "**Neighborhood Association**" means a condominium association, an incorporated homeowners association as defined in Section 617.301, Florida Statutes (1997), or any other incorporated mandatory membership property owners association operating a Neighborhood, or operating facilities or property serving two or more Neighborhoods.

1.23 "**Neighborhood Common Areas**" means any and all real property, including any improvements and fixtures thereon, or leased by, or dedicated to, a Neighborhood Association for the common use and enjoyment of its members. If the Neighborhood is a condominium, the term includes both the common elements of the condominium and any real property owned by the condominium association.

1.24 "**Neighborhood Covenants**" are any and all covenants, conditions, restrictions, and other provisions imposed by recorded declaration of covenants or other similar instrument, that are applicable to one or more specific Neighborhoods to the exclusion of all others. The term also includes the recorded Articles of Incorporation and Bylaws of the Neighborhood Association as amended from time to time.

1.25 "**Occupy**" when used in connection with a Living Unit, describes the act of being physically present in the Unit and using it as one's residence for at least two or more consecutive days. An "**Occupant**" is one who occupies a Living Unit.

1.26 "**Owner**" means the record owner of legal title to any Lot, Living Unit, Tract or Parcel.

1.27 "**Parcel**" or "**Tract**" means any and all portions of the Community which are not Lots.

1.28 "**Plat**" means the plat of Heritage Greens as recorded in Collier County, Florida.

1.29 "**PUD**" means Planned Unit Development 86-9(3), created by Collier County Ordinance 96-55, as adopted by the Board of County Commissioners of Collier County, Florida, on September 24, 1996, as amended from time to time.

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1.30 "Rules and Regulations" are the administrative rules, regulations and resolutions as adopted, and amended from time to time by the Board of Directors of the Community Association, governing use of the Common Areas and the procedures and policies for operating the Association.

1.31 "SFWMD" means the South Florida Water Management District.

1.32 "Service Charge" means a charge against one or more Lots or Living Units for any service, material or combination thereof which is provided by the Community Association for the use and benefit of the owner(s) of those Lots or Living Units, such as repairs, personal services, materials or maintenance. The amount paid or debt incurred by the Community Association shall be a Service Charge against the Lots or Living Units so benefitted. An owner is deemed to have agreed to the charge by the act of subscribing to, requesting, or accepting the material or service. No agreement by the owner is necessary in case of work performed, or costs incurred, in enforcing any covenants or rules related to maintenance of the Lot or Living Unit.

1.33 "Structure" means something built or constructed, or any piece of work artificially built up or composed of parts joined together in some definite manner, the use of which requires a more or less permanent location on the ground, or which is attached to something having a permanent location on the ground. The term shall be construed as if followed by the words "or part thereof." The term includes, without limitation, all Living Units, swimming pools, spas, fences, flagpoles, antennas, basketball backboards, skateboard ramps, swing sets or other play equipment, and storage sheds.

1.34 "Voting Group" means a group of members who are entitled to vote in the election of one (1) or more Directors of the Community Association, as more particularly described in Section 11.7 of this Declaration, and in a Supplemental Declaration to be recorded before turnover of control of the Community Association, as provided in Section 11.7 below.

1.35 "Voting Interests" means the arrangement established in Section 2 of the Bylaws of the Community Association by which the members are entitled to vote in the affairs of the Community Association.

1.36 "Voting Representative" means the representative selected by the owners of each Neighborhood to be responsible for casting votes of Units in the Neighborhood in Community Association matters other than the election of Directors.

2. GENERAL DEVELOPMENT PLAN. The Community is part of a Planned Unit Development ("PUD"), comprising approximately 252 acres of land, which includes recreation facilities open to the public as described in Section 2.1 below. The primary development objective is the creation of up to approximately 530 single and multiple family dwelling units, and recreation facilities, but the final number of dwelling units may be more or less than 530. Declarant has the right, but not the obligation, in its sole discretion, to further expand the Community by adding additional land, units, lots, amenities or facilities that are compatible with the overall Community.

2.1 Public Recreation Facilities. The Community will be developed around, and in conjunction with, an 18-hole golf course and related facilities open to the public. The course will be encircled by the Community, as further set forth herein. One of the effects of establishing a recreational facility open to the public within a residential community may be to increase the number of persons using the roads and parking facilities. Declarant reserves the right to unilaterally grant over, across and through, the

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Community any easements which may be required for the use and enjoyment of these facilities. THE OWNERSHIP OF A LOT OR LIVING UNIT AND ITS APPURTENANT MEMBERSHIP IN THE COMMUNITY ASSOCIATION, DOES NOT CONFER ANY OWNERSHIP INTEREST IN, OR RIGHT TO USE, THE GOLF COURSE OR ANY OF THE RELATED FACILITIES, EXCEPT AS EXPRESSLY STATED IN SECTION 4.5 BELOW.

2.2 Community Development District; Establishment. Declarant has established the Heritage Greens Community Development District pursuant to Chapter 190, Florida Statutes (the "CDD"). The CDD includes all of Heritage Greens, and may also be expanded to include property outside of Heritage Greens. The CDD will provide and operate certain urban infrastructure facilities and services, and will have the authority to levy and collect fees, rates, charges, taxes and assessments, including without limitation ad valorem taxes, to finance and operate such facilities and services.

2.3 Scope of CDD Responsibility. the CDD is empowered to plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, and maintain systems and facilities, including without limitation, roads, water and sewer, irrigation, water management; street lighting; parks and facilities for indoor and outdoor recreational, cultural and educational uses; fire prevention and control; limited access assurance services; and mosquito control services.

2.4 Taxes and Assessments. THE CDD IS A SPECIAL TAXING DISTRICT WITH AUTHORITY TO FUND ITS OPERATIONS BY IMPOSING TAXES OR ASSESSMENTS, OR BOTH, ON THE PROPERTY WITHIN THE CDD. THE TAXES AND ASSESSMENTS PAY FOR THE CONSTRUCTION, OPERATION, AND MAINTENANCE COSTS OF CERTAIN PUBLIC FACILITIES OF THE CDD, AND ARE SET ANNUALLY BY THE GOVERNING BOARD OF SUPERVISORS OF THE CDD. THESE TAXES AND ASSESSMENTS ARE IN ADDITION TO COUNTY AND OTHER TAXES AND ASSESSMENTS PROVIDED FOR BY LAW. THESE TAXES AND ASSESSMENTS MAY APPEAR ON THE ANNUAL REAL ESTATE TAX BILL FOR EACH OWNER AS A SEPARATE TAX OR ASSESSMENT AND MAY BE PAYABLE DIRECTLY TO THE COLLIER COUNTY TAX COLLECTOR. THE TAXES AND ASSESSMENTS OF THE CDD MAY CONSTITUTE A LIEN UPON PROPERTY THAT IS WITHIN THE CDD. "Assessments" as used in this paragraph refers to "assessments" as defined in Chapter 190, Florida Statutes, and not as defined in Section 1 of this Declaration.

2.5 Issuance of Revenue Bonds. The CDD has the power to issue general obligation bonds, revenue bonds, refunding bonds, and any other type of bond permitted by Chapter 190, Florida Statutes. Repayment of any such bonds will be funded by ad valorem taxes on all non-exempt property within the CDD, or by the imposition of rates, user fees, special assessments, or other charges. The CDD is empowered to pledge its full faith and credit for the purpose of securing the repayment of bonds it issues. In addition, the CDD may secure reserve bonds by pledging the rates, fees or charges collected or to be collected by any revenue-producing project. Bonds have been issued for the purpose of financing or refinancing capital improvements, to pay off existing bonds, or any other permitted use.

2.6 CDD Property Becoming Common Areas. If Declarant determines that it is in the best interests of Heritage Greens for any CDD property to become Common Areas, the CDD shall convey to the Association fee simple title, easements, use rights, and/or maintenance obligations to those portions of the CDD property which are to become Common Areas. The Community Association and the members are obligated to accept title to the CDD property, subject to taxes for the year of conveyance, and to restrictions, limitations, conditions, obligations, reservations, duties and easements of record.

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2.7 Common Areas becoming CDD property. If Declarant determines, subject to any governmental requirements, that it is in the best interests of Heritage Greens for any portion(s) of the Common Areas to be owned and/or administered by the CDD rather than by the Association, such portion(s) of the Common Areas shall cease to be Common Areas, even if they have already been conveyed to the Association, and shall thereafter be considered CDD property, even if legal title has not been formally transferred to the CDD. When a part of the Community becomes CDD property, the expenses of administration and maintenance shall be Common Expenses, unless the expenses are the responsibility of the CDD. If required by law, or if deemed by Declarant to be in the best interests of Heritage Greens, the Association shall convey to the CDD the legal title to any Common Area which becomes CDD property. The surface water management system of the Community may be an area of common responsibility.

2.8 Board of Supervisors. The functions, duties and powers of the CDD shall be managed and exercised by a Board of Supervisors consisting of at least five (5) Supervisors.

2.9 Declarant's Options. Declarant shall have the right in its sole discretion to convey property it owns to the CDD with the joinder of no other person being required, subject to the approval of the CDD and any applicable governmental requirements.

2.10 Long Term Development. Some areas of Heritage Greens may be under development for an extended time. Incident to the development process, the quiet enjoyment of the Community may be unavoidably interfered with to some extent by construction operations. From time to time, Declarant, Builders, and others may present to the public certain renderings, plans, and models showing possible future development of Heritage Greens. Declarant does not warrant in any way the schemes in these renderings, plans or models or how the future improvements in Heritage Greens will actually be developed. Any such renderings, plans or models are primarily thematic and in no way represent a guaranteed final development plan for Heritage Greens.

3. THE COMMUNITY ASSOCIATION; PURPOSES AND POWERS. The primary functions of the Community Association are to own, operate and maintain certain Common Areas of Heritage Greens; to provide community-wide services such as cable television for the use and benefit of unit owners and residents; to enforce restrictive covenants applicable to the Community; to provide architectural and aesthetic control; and to take such other action as the Community Association is authorized or required to take with regard to the Community pursuant to the Governing Documents. The Community Association shall operate, insure, maintain and repair all property and related improvements assigned to it by Declarant, regardless of whether legal title has been formally conveyed to the Community Association.

3.1 Community Center. The Community Association will operate, maintain and, when deeded by the Declarant, hold record legal title to the Community Center. The Board of Directors may promulgate, amend and rescind reasonable rules and regulations regarding use of the Center consistent with the Governing Documents. Use of Community Center shall be available to all members in good standing and their invitees, guests, family members and tenants, subject to the rules and the Governing Documents. The Community Association has, without limitation, the following powers:

- (A) To exercise the rights more particularly described in Section 4.2 below.

(B) To allow public use of Community Center until control of the Community Association has been transferred to owners other than the Declarant. Thereafter, the Board of Directors may determine whether and to what extent public use of the Community Association facilities will be allowed.

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

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

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

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

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

3.7 Member Approval of Certain Litigation. Notwithstanding any other provisions of the Governing Documents, the Board of Directors must obtain the prior approval of at least a two-thirds (2/3rds) of all then existing classes of voting interests of the Community Association prior to paying, or obligating the Community Association to pay, legal fees to any person engaged by the Community Association for the purpose of commencing any lawsuit, other than for the following purposes:

- (A) the collection of assessments;
- (B) the collection of other charges which members are obligated to pay;
- (C) the enforcement of the Governing Documents;
- (D) the enforcement of the rules and regulations of the Community Association;
- (E) in an emergency, when waiting to obtain the approval of the members creates a substantial risk of irreparable injury to the Community Association or its members (the imminent expiration of a statute of limitations shall not be considered an emergency); or
- (F) the filing of a compulsory counterclaim.

3.8 Articles of Incorporation. The Articles of Incorporation of the Community Association are attached as Exhibit "C."

3.9 Bylaws. The Bylaws of the Community Association shall be the Bylaws attached as Exhibit "D," as they may be amended from time to time.

3.10 Official Records. The official records of the Community Association shall be maintained within the State of Florida and must be open to inspection and available for photocopying by members or their authorized agents at reasonable times and places within ten (10) business days after receipt by the Association of a written request for access. This requirement may be complied with by having a copy of the official records available for inspection or copying within the Community. The Community Association may adopt reasonable written rules governing the frequency, time, location, notice, and manner of inspections, and may impose fees to cover the costs of providing copies of the official records, including, without limitation, the costs of copying. The Community Association shall maintain an adequate number of copies of the recorded governing documents, to ensure their availability to members and prospective members, and may charge its actual costs for reproducing and furnishing these documents to those persons who are entitled to receive them.

3.11 Polling Places. Pursuant to Article 3, Division 3.2, Section 3.2.8.3.14, of the Collier County Land Development Code, accommodation shall be made for the future use of building space within the Common Areas for the purposes of accommodating the function of an electoral polling place. An agreement between the Supervisor of Elections and the Declarant may be recorded in the Official Records of the Clerk of the Circuit Court of Collier County, and will be binding upon any and all successors in interest to the Declarant that acquire ownership or control of such Common Areas, including homeowners' associations or tenants' associations. This Agreement will provide for the community recreation/public building/public room or similar common facility to be used for a polling place if determined to be necessary by the Supervisor of Elections.

3.12 Treated Effluent. The Declarant or the Community Association may negotiate an agreement with the Collier County Water Sewer District for the use of treated sewage or effluent within the Community for the purpose of irrigation. All owners within Heritage Greens, by the act of purchasing, are deemed to have irrevocably consented to irrigation of Common Areas and Lots with treated effluent emanating from an approved treatment plant with a current operating permit from the State of Florida, Department of Environmental Protection, or other such agency with jurisdiction. The cost of treated effluent and all administrative, operational, maintenance and support costs related to it, are common expenses of the Community Association.

3.13 Non-Applicability of Condominium Act. The Community Association is not a condominium association and therefore is not governed by, nor subject to, Chapter 718, Florida Statutes, except where specific portions of Chapter 718 are incorporated by reference in the Governing Documents with the idea that the Community Association should follow the Condominium Act procedures. This Declaration is not a declaration of condominium. No portion of the Community is submitted, by the recording of this declaration, to the condominium form of ownership. Declarant does not intend that any portion of the Community be submitted to the condominium form of ownership, unless that property is a Neighborhood legally described in a declaration of condominium specifically prepared in accordance with Chapter 718, Florida Statutes, executed by or with the consent of Declarant or a Builder. Further, the express intent of this Declaration is that all substantive rights created hereunder shall not be affected retroactively by legislation subsequent to the date of recording this Declaration.

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

4.1 Classes of Membership. The Community Association will initially have two (2) classes of voting membership as follows:

(A) Regular Members: Regular members of the Association are all owners of Lots or Living Units, other than the Declarant and any Builder. Except for temporary delegations as provided in Section 4.3 below, a membership is not assignable and/or transferable other than through the conveyance of record legal title to the Lot or Living Unit to which it is appurtenant. Upon sale or other transfer of ownership of a Lot or Living Unit, the transferor is deemed to have automatically assigned and transferred the membership. A member's rights to use the Common Areas and recreation facilities is limited as set forth in this Declaration and in the Bylaws. Each Lot or Living Unit owned by a regular member has one (1) indivisible vote in all matters (except for the election of Directors) where a vote of the regular members is required or permitted.

(B) Declarant Members: The Declarant and every Builder that offers Lots, Parcels, Tracts, or Living Units for sale in the ordinary course of business are Declarant Members. Builders, other than the Declarant, shall have one (1) indivisible vote in all matters (except for the election of Directors) for each Lot or Living Unit owned by the Builder, where a vote of the regular members is required or permitted. The Declarant shall have a number of votes equal to twice the total number of votes of the regular members and any other Builder. Declarant membership and voting rights shall cease to exist at the Turnover Meeting described in Section 8 of the Bylaws, but all of the other rights and privileges of Declarant, and all of the other rights and privileges of any Builder, as set forth elsewhere in the Governing Documents, shall continue as long as the Declarant or any Builder is offering any Lots, Living Units, Tracts or Parcels within Heritage Greens for sale in the ordinary course of business. After the Declarant relinquishes control of the Community Association, the Declarant and any Builder may exercise the right to vote any of their owned interests in the same manner as any other member, except for purposes of reacquiring control of the Community Association, or selecting a majority of the Directors. If the Declarant conveys undeveloped property within the Community to a Builder, the Declarant may assign its Declarant membership and/or some or all of its voting rights and privileges or obligations to that Builder.

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

(A) The right of the Board to adopt the annual budget and to determine the annual assessments to be paid by members;

(B) The right of the Community Association to charge any admission, use, or other fees for any Common Areas as the Board may deem appropriate;

(C) The right of the Community Association to suspend a member's right to use Common Areas for the period during which any assessment or charge against the member's Lot or Living Unit

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remains unpaid and past due, and for a reasonable period during or after any infraction of the Community Association's rules and regulations;

(D) The right of the Community Association to dedicate or transfer all or any part of the Common Areas to any governmental agency, public authority, or utility;

(E) The right of the Community Association to grant easements over, across or through the Common Areas;

(F) The right of the Community Association to open the Common Areas under its control for use by non-members of the Community Association, or non-owners, or to conduct special events, including those intended primarily to benefit the Declarant or a Builder, or their sales efforts;

(G) The right of the Community Association to regulate parking and traffic on the roads within the Community.

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

(I) The right of the CDD to exercise and enforce any and all powers now or hereafter authorized by Chapter 190, Florida Statutes; and

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

So long as there is a Declarant member, any and all rights of members, and any and all restrictions, limitations, conditions and rules and regulations that a member shall be subject to, shall not be amended without the consent of the Declarant.

4.3 Delegation of rights to use Common Areas. A member may temporarily delegate his right to use the Common Areas to his non-resident guests (if the guests are accompanied by the member) or to guests or tenants while they are residing in the member's Living Unit. Each member shall be financially and legally responsible to the Community Association for the actions and debts to the Community Association of any person to whom the member has delegated his right to use the Common Areas. The member may not delegate the obligation to pay Community Association assessments. Upon the lease of a Lot or Living unit to which a membership is appurtenant, the lessor may retain the right to use the membership, in which case the tenant shall have no such rights. If a member delegates his privileges to a tenant residing in his Living Unit, the member shall not be entitled to use of the facilities, except as a guest of another member, during the period of the delegation. The Community Association may make other rules to prevent double usage of facilities by members and lessees.

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

4.5 Members' Rights to Preferred Tee Times and Use of Golf Course. All owners of Lots and Living Units have the non-exclusive right to use the golf course on a space available basis, subject to payment of the same charges and fees, and subject to special events (i.e. tournaments); except they will have the exclusive right to reserve tee times, when available, at least twenty-four (24) hours earlier than any other users of the course without exception or reservation, as further described in that certain Agreement between Heritage Greens Golf Enterprises and Heritage Greens Community Association, Inc., recorded in Official Record Book 2325, Page 2444 *et seq.*, of the Public Records of Collier County, Florida (the "Golf Course Agreement").

5. GENERAL COVENANTS AND USE RESTRICTIONS. Property within the Community may be used for those purposes provided in the PUD. Declarant reserves the right and the power to assign and reassign various land uses within the Community in accordance with the PUD, or any amendments thereto, and to inaugurate and implement variations from, modifications to, or amendments of the PUD and any other governmental plans, land development regulations applicable to the Community.

5.1 Surface Water:

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

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

(C) No Lot, Tract, Parcel or Neighborhood Common Area shall be increased in size by filling in any lake, pond or other water retention or drainage areas which it abuts, nor shall any person fill, dike, rip-rap, block, divert or change the established water retention and drainage areas that have been or may be created without the prior written consent of the CDD and SFWMD. No person may draw water for irrigation or other purposes from any lake, pond or other water management area without the permission of the CDD. No boating, swimming, or wading in such areas allowed.

5.2 Surface water maintenance. All surface water management systems within Heritage Greens which are accepted by or constructed by the CDD, excluding those areas (if any) normally maintained by the County, will be the ultimate responsibility of the CDD, which may enter any Lot, Tract or Neighborhood Common Area and make whatever alterations, improvements or repairs are deemed necessary to provide or restore proper water management. The cost shall be an expense of the CDD. Nothing in this Section 5.2 shall be construed to allow any person to construct any new water management facility, or to alter any Stormwater Management Systems or Conservation Areas, without first obtaining the necessary permits from all governmental agencies having jurisdiction, including SFWMD.

5.3 Conservation Areas. The Community Association shall be responsible for the maintenance and regulatory compliance of all Conservation Areas (if any) placed under the Community Association's jurisdiction by the CDD, regardless of where located, in accordance with rules, regulations and permitting requirements set forth by the County and other permitting agencies, including the SFWMD. No person shall undertake or perform any activity in Conservation Areas described in the approved permits and Plats of the Community, or remove native vegetation that becomes established within the Conservation Areas. Prohibited activities within Conservation Areas include the removal of native vegetation, excavation, placement or dumping of soil, trash or land clearing debris, and construction or maintenance of any building, Unit or other structure. "Removal of native vegetation" includes dredging, application of herbicides, and cutting. Nothing in this Section shall be construed to prohibit the CDD from exercising its park, recreational, cultural or educational powers in conservation or preservation areas or easements subject to other applicable governmental approvals.

5.4 Open Space. Any land subjected to this Declaration and designated as open space, landscape buffer, preservation or conservation area or with words of similar import on any plat, declaration of covenants and restrictions, site plan, permit or other document shall be preserved and maintained by the owner of such land as open space. No development may occur on such land except structures or improvements which promote the use and enjoyment of the land for open space purposes.

5.5 Lawns, Landscaping; Irrigation Systems. Except for Conservation Areas, buffer zones, open space or other similar areas, all areas not covered by structures, walkways or paved parking facilities shall be maintained by their owners or Neighborhood Associations as lawn or landscaped areas to the pavement edge of any abutting streets and to the waterline of any abutting lakes, canals or water management areas. Stone, gravel, or paving may not be used as a substitute for grass in a lawn. Lawns and landscaping shall be completed at the time of completion of the structure as evidenced by the issuance of a Certificate of Occupancy by the appropriate governmental agency, and shall thereafter be kept in good condition by the owner or Neighborhood Association.

5.6 Maintenance of Premises. Except for Conservation Areas and other areas designated by the Declarant or the PUD to remain in a natural state, no high weeds, underbrush, high grass or other unsightly vegetation shall be permitted to grow or remain upon any Lot or Neighborhood Common Area, and no refuse or waste shall be allowed to be placed or suffered to remain upon any Lot or Neighborhood Common Area. If an owner or Neighborhood Association permits such weeds, high grass, underbrush or other unsightly growths, and fails to correct same after five (5) days notice by the Community Association, the Community Association shall have the right to enter upon the premises and make the corrections, and may charge the responsible owner or Neighborhood Association for the costs. All lawns, landscaping and sprinkler systems and all structures, improvements and appurtenances shall at all times be kept in safe, neat and attractive condition, and all structures shall be maintained in a finished, painted and attractive condition.

5.7 Sidewalks. Declarant or a Builder may construct sidewalks in various locations within the Community. Curb cuts and the construction of the driveways must be done in accordance with plans and specifications approved by the ARB.

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

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5.9 Walls, Fences, Hedges, etc. Unless approved in writing by the ARB, no wall, fence, hedge, or other divider shall be constructed or maintained at a height of more than six feet above the ground level of any adjoining Lot or Neighborhood Common Area. No wall, fence, or a hedge shall be constructed on any Lot or Neighborhood Common Area unless its height, length, type, design, composition, material and location shall have first been approved in writing by the ARB. Height shall be measured from the finished grade of adjoining developed property. Any dispute as to height, length, type, design, composition or material shall be resolved by the Community Association, whose decision shall be final. Approval shall not be given for the construction of any wall, fence or hedge which materially interferes with the water view or golf course view of any Lot or Living Unit.

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

5.11 Colors. The initial exterior color and design of structures shall be as approved by Declarant, and any later changes must be approved by the ARB. Changes in the exterior color of structures shall not be permitted if, in the judgment of the ARB, they would be inharmonious, discordant or incongruous with the Community or a particular Neighborhood.

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

5.13 Temporary Factory-Built or Existing Structures. No structure of any kind of what is commonly known as "factory-built", "modular", or "mobile home" type construction shall be erected. No tent, trailer or temporary structure other than those used by Declarant or a Builder for construction and sales activities, shall be permitted unless its size, appearance and temporary location have first been approved by the ARB.

5.14 Antennas and Flagpoles. No outside television, radio, or other electronic towers, aerials, antennae, satellite dishes or device of any type for the reception or transmission of radio or television broadcasts or other means of communication shall hereafter be erected, constructed, placed or permitted to remain on any Lot or upon any improvements thereon, unless expressly approved in writing by the ARB, except that this prohibition shall not apply to those satellite dishes that are 18" in diameter or less, and specifically covered by 47 C.F.R. Part 1, Subpart S, Section 1.4000, as amended, promulgated under the Telecommunications Act of 1996, as amended from time to time. The Community Association is empowered to adopt rules governing the types of antennae, restrictions relating to safety, location and maintenance of antennae. The ARB may adopt and enforce reasonable rules limiting installation of permissible dishes or antennae to side or rear yard locations, not visible from the street or neighboring properties, and integrated with the Residence and surrounding landscape, to the extent that reception of an acceptable signal would not be unlawfully impaired by such rules. Antennae shall be installed in compliance with all federal, state and local laws and regulations, including zoning, land-use and building regulations. A flagpole, for display of the American Flag only, may be permitted if its design and location are first approved by the Community Association. An approved flagpole shall not be used to mount an antenna. This provision is intended to protect residents from unreasonable interference with

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television reception, electronic devices, and the operation of home appliances, which is sometimes caused by the operation of ham radios, CB base stations or other high-powered broadcasting equipment. This Section 5.14 shall not apply to the Declarant.

5.15 Outdoor Equipment. All garbage and trash containers, oil tanks, bottled gas tanks, swimming pool and spa equipment and housing and sprinkler pumps and other such outdoor equipment must be underground, or placed in areas not readily visible from adjacent streets, or adequate landscaping must be used as screening around these facilities and maintained by the owner or neighborhood association.

5.16 Clothes Drying Area. Outdoor clothes drying areas are allowed only in locations approved in writing by the ARB.

5.17 Outdoor Lighting. Exterior illumination of structures or landscaping at night shall be accomplished in accordance with plans approved in writing by the ARB. Except as may be initially installed or approved by Declarant, no spotlights, floodlights or similar high intensity lighting shall be placed or utilized upon any Lot, Living Unit, Tract or Parcel, which in any way will allow light to be reflected on any other Lot or the improvements thereon, or upon any Common Areas or any part thereof, without the approval of the ARB. Other types of low intensity lighting, including normal and customary Christmas or other holiday decorations, which do not unreasonably disturb other owners or occupants of the Community, shall be allowed.

5.18 Air Conditioners. Wall or window air conditioning or heating units are not permitted.

5.19 Solar Collectors; Roof Vents. Solar collectors, roof vents and other installations on the roofs of structures, shall be permitted only at locations approved in writing by Declarant or the ARB, and may be required to be screened from view by landscaping or other suitable visual barrier.

5.20 Signs. No signs, banners, billboards or advertisements of any kind, including without limitation, those of Realtors, politicians, contractors or subcontractors, shall be erected or displayed anywhere within the Community, including in windows and on motor vehicles. The Board of Directors of the Community Association, the CDD, and Declarant shall have the right to erect signs as they, in their discretion, deem appropriate. If any sign is erected in violation of this provision, the Declarant, the Community Association, or any Neighborhood Association shall have the right to enter the property on which the sign is located and remove it. The foregoing shall not apply to signs, banners, flags, billboards or advertisements used or erected by Declarant or a Builder, nor to entry and directional signs installed by Declarant, or a Builder, and signs required by law, or standard signs on an official police vehicle.

5.21 Trucks, Commercial Vehicles, Recreational Vehicles, Motor Homes, Boats, Campers, Trailers and Other Vehicles.

(A) Commercial vehicles other than construction or service vehicles temporarily present on business may not be parked in the Community unless parked inside a garage.

(B) No boat, trailer, semitrailer, or house trailer of any kind, camper, motor home, bus, truck camper, or disabled, inoperative or unlicensed motor vehicle of any kind may be parked or kept in the Community unless it is kept fully enclosed inside a structure. For purposes of this paragraph only, an open carport is not deemed a structure. Buses, motor homes, campers, and the like are permitted to be parked in the Community temporarily for loading and unloading purposes only, and then for a maximum of 12 hours. Parking for longer periods of time may be permitted only

with the prior written approval of the Board of Directors.

(C) Motor vehicles may not be parked anywhere other than on paved areas designated for that purpose, or in garages. Parking on lawns or landscaped areas is prohibited.

(D) No motor vehicle may be used as a domicile or residence, either permanent or temporary while in the Community.

(E) Paragraphs (A) through (D) do not prohibit any temporary facility permitted by Section 5.13 above.

(F) Any vehicles parked in violation of this Section 5.21 are subject to being towed away at the owner's expense.

(G) A police vehicle may be parked outside of a garage, if it is a type of vehicle which would normally be permitted to be parked in the Community outside of a garage.

5.22 Living Units: Residential Use. Each Living Unit shall be occupied by only one family at any time, as a residence and for no other purpose. No business, commercial activity or profession may be conducted from any unit, nor may the name of the Community or the address of any Living Unit be publicly advertised as the location of any business. The use of a Living Unit as a public lodging establishment shall be deemed a business or commercial use. This restriction shall not be construed to prohibit any owner from maintaining a personal or professional library, from keeping his personal, business or professional records in his unit, or from handling his personal, business or professional telephone calls or written correspondence in and from his unit. Such uses are expressly declared customarily incident to residential use. This Section 5.22 is, however, intended to prohibit commercial or business activity by an owner which would unreasonably disrupt the residential ambiance of the Community, or make it obvious that a business is being conducted, such as by regular or frequent traffic in and out of the Condominium by persons making deliveries or pick-ups, by employees or other business associates, or by customers and clients.

5.23 Leasing of Living Units. No Living Unit may be leased or rented for a period of less than thirty (30) consecutive days, except that a lease for the entire month of February shall be deemed a lease for thirty (30) days. Neighborhood Covenants may establish stricter standards for particular Neighborhoods.

5.24 Pets and animals. All animals shall be leashed (if outdoors), or kept within the Living Unit and shall not be permitted to roam free. The Community Association may restrict the walking of pets to certain areas. Owners who walk their pets must clean up after their pets. Commercial activities involving pets, including without limitation, boarding, breeding, grooming or training, are not allowed. The ability to keep a pet is a privilege, not a right. If in the opinion of the Board, any pet becomes the source of unreasonable annoyance to others, or the owner of the pet fails or refuses to comply with these restrictions, the owner, upon written notice, may be required to remove the pet from the Community. Pets may not be left unattended or leashed in yards or garages or on porches or lanais. No reptiles, rodents, poultry, amphibians, swine or livestock may be kept in the Community, but tropical fish, turtles, iguanas, hamsters, gerbils or caged birds in reasonable numbers are permitted.

5.25 Nuisances. Nothing may or shall be done which is, or may become, a source of unreasonable annoyance or nuisance to residents of any Neighborhood. Any question with regard to the interpretation

5.25 Nuisances. Nothing may or shall be done which is, or may become, a source of unreasonable annoyance or nuisance to residents of any Neighborhood. Any question with regard to the interpretation of this Section shall be decided by the Declarant so long as it owns any property in the Community and thereafter by the Community Association whose decision shall be final.

5.26 Correction of health and safety hazards. Any conditions of the physical property which are reasonably deemed by the Board of Directors to be an immediate hazard to the public health or safety may be corrected as an emergency matter by the Community Association, and the cost thereof shall be charged to the responsible owner or Association.

5.27 Assignment of approval rights. At such time as Declarant and any Builder no longer hold any Lots or Living Units, Parcels or Tracts in the Community for sale in the ordinary course of business, or at such earlier time as Declarant may determine, all rights of Declarant to approve or disapprove any construction, alteration or other aspect of the appearance of the physical property in the Community shall automatically devolve upon and be deemed assigned to the ARB. At that same time all other approval powers of the Declarant shall automatically devolve upon and be assigned to the Board of Directors of the Community Association.

5.28 Declarant's exculpation. The Declarant or any Builder may grant, withhold or deny its permission or approval in any instance where its permission or approval is permitted or required, without any liability of any nature or kind to any owner or Association or any other person for any reason whatsoever, and any permission or approval granted shall be binding upon all persons. The use restrictions of this Section 5 shall not apply to any property or improvements owned by Declarant or a Builder prior to its conveyance to an owner other than a Builder.

6. ARCHITECTURAL AND AESTHETIC CONTROL.

6.1 General. Except for the initial construction of Living Units, Neighborhood Common Area facilities, Common Area facilities, and related improvements by the Declarant or a Builder, no building, structure or other improvement shall be erected or altered, nor shall any grading, excavation, landscaping, change of exterior color, or other work which in any way materially alters the exterior appearance of any structure, Lot, Living Unit, Parcel, Tract, or Neighborhood Common Area be performed without the prior written approval of the ARB. In obtaining said written approval, an owner or any other person applying shall comply with all applicable requirements and procedures.

6.2 Architectural Review Board. The architectural and aesthetic review and control functions of the Community Association shall be administered and performed by the ARB. The ARB shall consist of not less than three (3) individuals, who need not be members of the Community Association. The term of office, composition, compensation (if any), qualifications and meeting procedures of the ARB shall be as provided in Section 6 of the Bylaws.

6.3 Powers. Subject to and limited by the guidelines of the approved regulatory permits of South Florida Water Management District (Permit no. 11-01101-S), the County, the U.S. Army Corps of Engineers and the PUD, the ARB shall have the power to:

- (A) Propose the adoption, modification or amendment by the Board of Directors, of written Design Review Guidelines which shall set forth such things as design requirements, landscape materials, construction standards and colors and materials which the ARB finds acceptable. Said

Guidelines shall be consistent with provisions of this Declaration, and shall not be effective until adopted by at least a majority of the whole Board of Directors at a meeting duly called and noticed. Notice of any adoption, modification or amendment of Design Review Guidelines, including a verbatim copy of the proposed modification or amendment thereof, shall be mailed to each Neighborhood Association at least thirty (30) days prior to the Board meeting at which such action is to occur;

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

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

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

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

6.4 Enforcement. All decisions of the ARB shall be enforced by the Neighborhood Association involved, as well as by the Community Association.

6.5 Declarant's Rights. Notwithstanding the foregoing, the Declarant shall have the right, so long as any Declarant or Builder is offering any property in Heritage Greens for sale in the ordinary course of business, to appoint all of the members of the ARB, or such lesser number as it may choose. During this time, the Declarant shall also have the power, in its sole discretion, to establish, amend, or revoke any and all Design Review Guidelines.

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

7.1 Utilities, Services and Support. Each Lot, Unit, Tract, Parcel and the Common Areas are subject to easements for public services and utilities purposes including, but not limited to, fire, police protection, and emergency services, garbage and trash removal, water, irrigation, sewage, electric and gas service, lake maintenance, drainage, and cable television, as well as for CDD purposes. The utilities and governmental agencies having jurisdiction, and their employees and agents, shall have the right of access

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to any Lot, Unit, Tract, or the Common Areas in furtherance of such easements. The easement areas on any Lot, whether or not shown on any plat, shall at all times be properly maintained by the owner, whether or not the utility or service company properly maintains the easement area.

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

(B) Declarant hereby reserves the right, and the power, for ten (10) years from the date of recording this Declaration, to declare, grant and record easements for drainage facilities, sanitary sewer lines, potable and irrigation water lines, storm sewers, gas and electric lines, telephone and other telecommunication lines, cable television lines, and such other service facilities as Declarant may deem necessary or desirable, along the various utility service routes, through, in, over and under all Lots, Tracts, Parcels, Common Areas and Neighborhood Common Areas. The purpose, duration and scope of any such easement shall be set forth in an instrument of public record. Said easements and the rights granted shall not be inconsistent with the then existing improvements on the applicable portions of the Lot, Parcel, Tract or Common Area, or materially change the rights of the owners. If any agreement is entered into by the Community Association for the exclusive provision of System Services or other services to the Community, as described in Section 7.3 below, it shall be the affirmative obligation of the Community Association to grant all appropriate and reasonably necessary easements for the furnishing of those services; and upon the expiration or termination of any such agreement, to provide subsequent or alternate easements so as to ensure the continuous accessibility and availability to the Community, of those services.

(C) Each Lot and Living Unit is subject to a permanent easement in favor of adjoining or adjacent Lots and Living Units for lateral and subjacent support.

7.2 Cable TV and Telecommunications Systems. The Declarant hereby reserves for itself and its successors, assignees and licensees the right, without obligation, to construct or install over, through, under, across and upon any portion of the Community for the use and benefit of the owners and their permitted or authorized guests, invitees, tenants and family members, one or more cable and/or telecommunications receiving and distribution systems and electronic surveillance systems, emergency, medical or surveillance monitoring or alarm systems (all or any part of which shall be referred to herein collectively as the "System"), the exact description, location and nature of which may have not yet been fixed nor determined. Declarant shall have and hereby reserves to itself and its designees, successors, assignees and licensees a perpetual and exclusive right, privilege, easement and right-of-way for the installation, construction and maintenance of the System (the scope, extent, size and location of which over, across, upon and through the Community shall be determined solely by Declarant) together with a perpetual and exclusive right and privilege of:

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

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(B) Transmitting, the facilities and equipment of which, shall be owned and exclusively controlled by Declarant, or its designees.

7.3 Contracts with service providers. Declarant, or the Community Association, or both, shall have the right to enter contracts for the exclusive provision of the System, as Declarant and the Community Association shall deem, in their sole respective discretion, to be in the best interests of the Community. Either the Declarant or the Community Association may receive valuable consideration from a Contractual Designee for the grant of exclusive right to provide System Services. As used herein, the term "Contractual Designee" means the service provider with which Declarant or the Community Association contracts for the furnishing of System Services. Should the Declarant enter into a contract or contracts pursuant to this Section 7.3, the Community Association shall, to the extent the Declarant assigns its rights and obligations under any such contract or contracts, accept such assignment, and is bound by all of the terms and provisions of the contract or contracts. Any such contract for cable television or other similar services shall provide, and if it does not shall be deemed to provide, that during any period of occupancy of a Living Unit by a hearing impaired or legally blind unit owner who does not occupy the Living Unit with a non-hearing impaired or sighted person, said owner may refuse or discontinue the service without incurring disconnect fees, penalties, or subsequent Service Charges, and as to such Living Units, the owners shall not be required to pay any charge related to such service.

7.4 Collection of "System" Assessments by Community Association. Every Lot or Living Unit to which System service is available from any Contractual Designee(s) will be subject to a System service assessment, payable per Lot or Living Unit for System Services, including without limitation cable television services. The Community Association shall bill the appropriate System service assessment to each Lot or Living Unit, along with other assessments for common expenses which may be due and payable at the same time, and shall collect same and remit payment to the Contractual Designee(s) providing the System Services.

7.5 Easements for Golf. Non-specific, non-exclusive easements are hereby created for the benefit of users of the golf course over all Lots, Living Units, Neighborhood Common Areas, and Common Areas adjacent to the golf course, to permit every act necessary, incidental, or appropriate to the playing of golf. These acts include, without limitation, the recovery by golfers of errant golf balls, the flight of golf balls over and across such Lots, Living Units or Common Areas, the landing of errant golf balls upon the Lots, Living Units or Common Areas, the use of necessary and usual golf carts and maintenance equipment upon the golf course (and this golf course easement over as herein set out), the usual and common noises and other disturbances created by maintenance of the course and the playing of the game of golf, including occasional tournaments, together with all other common and usual occurrences normally associated with the existence and operation of a golf course. No golf carts are permitted on Lots, or Neighborhood Common Areas for the purposes of retrieving golf balls. The Community Association shall not be liable for damage to individual lot or unit owners property from errant golf balls.

7.6 Construction and Maintenance. Declarant (including its designees and contractors) shall have the right to enter any part of the Community and take any action reasonably necessary or convenient for the purpose of completing the construction or sales thereof, and for maintenance purposes and the completion of warranty work, provided such activity does not prevent or unreasonably interfere with the use or enjoyment of the Living Units or Lots by owners.

8. COMMON AREAS; CONVEYANCE, USE AND MAINTENANCE.

8.1 Designation. Except for the Conservation Areas, and the Stormwater Management System, Declarant shall have the right, and the power, in its sole discretion, to determine which parts of the Community shall be Common Areas, and to convey, lease or grant a license or other right to use real property within Heritage Greens, to the CDD or to the Community Association as Common Areas.

(A) Any such conveyance, lease or grant of license or use right to the Community Association may be exclusive or non-exclusive, so that persons or entities other than the Community Association may or may not have a right, power, duty, or privilege with respect to all or any part of any real property so conveyed, leased, licensed or the use of which has been granted. The Community Association must accept from Declarant and/or the CDD, any such conveyance, lease, grant of license or grant of use right. The Community Association shall not accept, from any person other than Declarant and/or the CDD, a conveyance, lease, grant or license or grant of use right except upon the prior written approval of the Declarant.

(B) Prior to the conveyance of Common Areas by Declarant to the Community Association, the Community Association shall have the right to charge reasonable fees, rents, or other charges for the use of the property; however, rents, fees and other charges required to be paid to Declarant under leases, grants, licenses or contracts creating use rights to third parties shall continue to be paid.

The foregoing notwithstanding, the CDD shall always retain maintenance responsibility for all parts of the surface water management system of Heritage Greens which have been constructed by or accepted by the CDD, unless those duties and obligations are transferred to the Community Association.

8.2 Conservation Areas. Activities prohibited within the Conservation Areas include, but are not limited to, construction or placing of buildings on or above the ground; dumping or placing soil or other substances such as trash; removal or destruction of trees, shrubs, or other vegetation, except removal of exotic/nuisance vegetation; excavation, dredging or removal of soil material; diking or fencing; any other activities detrimental to drainage, flood control, water conservation, erosion control, or fish and wildlife habitat conservation or preservation.

8.3 Conveyance and Use. Declarant will initially retain legal title to the Common Areas. Not later than sixty (60) days after the date when owners other than the Declarant first elect a majority of the Board, the Declarant shall convey the Common Areas to the CDD or the Community Association by special warranty deed.

(A) Any real property in the Community conveyed, leased, or the use of which is granted by Declarant or any third party to the Community Association as Common Areas, is not and shall not be deemed dedicated for use by the general public but is, and shall be, deemed restricted for the common use and enjoyment of members and their guests, tenants and invitees.

(B) Declarant or the CDD may convey property to the Community Association in either an improved or an unimproved condition, with or without any specific restrictions on its use, and the Community Association must accept the property. The Community Association shall not accept conveyance of real property from a third party other than the CDD, in either an improved or unimproved condition, without the prior written consent of Declarant, so long as Declarant owns any property in Heritage Greens.

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RECOGNIZED THAT THE COMMON AREAS AND IMPROVEMENTS WILL NOT BE IN LIKE-NEW CONDITION, IN PART BECAUSE THEY WILL HAVE BEEN IN USE FOR A PERIOD OF YEARS BY THE SAME PERSONS TO WHOM THEY ARE BEING GIVEN.

THE DECLARANT, AND ALL OTHER BUILDERS (IF ANY), INCLUDING U.S. HOME CORPORATION, MAKE NO REPRESENTATIONS OR WARRANTIES TO ANYONE THAT THE COMMON AREAS AND IMPROVEMENTS THEREON ARE FIT FOR ANY PARTICULAR PURPOSE OR ARE MERCHANTABLE.

THE DECLARANT, AND ALL OTHER BUILDERS (IF ANY), INCLUDING U.S. HOME CORPORATION, MAKE NO REPRESENTATIONS OR WARRANTIES REGARDING THE CONSTRUCTION, DESIGN, ADEQUACY OF SIZE, OR CAPACITY OF ANY FACILITIES IN RELATION TO THE UTILIZATION, DATE OF COMPLETION OR THE FUTURE ECONOMIC PERFORMANCE OR OPERATION OF, OR THE MATERIALS, FURNITURE OR EQUIPMENT USED IN, THE COMMON AREAS AND FACILITIES.

TO THE FULLEST EXTENT PERMITTED BY LAW, THE DECLARANT, U.S. HOME CORPORATION, AND ALL OTHER BUILDERS (IF ANY) DISCLAIM ALL SUCH WARRANTIES EXPRESS OR IMPLIED, IN LAW OR IN FACT, WITH RESPECT TO THE COMMON AREAS AND IMPROVEMENTS THEREON

AT THE TIME OF CONVEYANCE, DECLARANT SHALL TRANSFER OR ASSIGN TO THE COMMUNITY ASSOCIATION, WITHOUT RECOURSE, ALL EXISTING WARRANTIES IT RECEIVED FROM MANUFACTURERS, CONTRACTORS AND SUPPLIERS RELATING TO ANY OF THE FACILITIES WHICH ARE ASSIGNABLE.

8.4 Maintenance and Alterations. The Community Association is responsible for the maintenance, repair, replacement, insurance, protection and control of all Common Areas except those the CDD is responsible for, in accordance with all applicable laws, and the Community Association shall keep the same in good, safe, clean, attractive and sanitary condition, and in good working order at all times. After control of the Community Association has been turned over to the members, there shall be no material alterations of or substantial additions to the Common Areas costing more than \$100,000, in the aggregate during any fiscal year unless first approved by a majority of the voting interests of the members of the Community Association. However, if work that is reasonably necessary to comply with law or meet the Community Association's obligations under the first sentence of this Section 8.4 also happens to constitute a material alteration or substantial addition, no prior membership approval is required.

8.5 Partition, Subdivision and Encumbrance. Except as hereinafter provided, after legal title to the Common Areas, or any portion thereof, becomes vested in the CDD or the Community Association, those Common Areas shall not be abandoned, partitioned, subdivided, alienated, released, transferred, hypothecated, or otherwise encumbered, without first obtaining the approval of not less than a majority of the voting interests. The foregoing shall not be construed to limit the authority of the Declarant or the Community Association through its Board of Directors to grant easements over, across and through the Common Areas, as may be necessary for the effective and efficient operation of the facilities or for the general benefit of the members; nor is it intended to interfere with transfer of title to Common Areas to the CDD as contemplated and authorized in Section 8.6 below. Nothing herein shall be construed to prohibit judicial partition of a single Lot, Unit, Tract or Parcel owned by two or more persons.

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8.6 Expansion or Contraction of Common Areas. Additions to or modifications of the Common Areas may be made in conformity with the PUD and any amendments thereto. The Declarant shall not be obligated, however, to make any additions or modifications. The Declarant further reserves the right to change the configuration or legal description of the Common Areas due to changes in development plans. If the Declarant determines, subject to any governmental requirements, that it is in the best interests of the development for any Common Areas to be owned by the CDD rather than the Association, then such Common Areas shall cease to be Common Areas, even if such Common Areas have been conveyed to the Association pursuant to Sections 8.1 and 8.2 hereof, and shall thereafter be CDD Property, and the Community Association shall make such conveyance to the CDD.

9. ASSESSMENTS.

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

(A) Annual Assessments.

(B) Special Assessments.

(C) Service Charges, and all other fees or charges (including fines) imposed against one or more Lots, Living Units, or Tracts, as provided for elsewhere in this Declaration, and in the Bylaws of the Community Association.

(D) System Service Assessments.

(D) To provide community-wide services of general benefit to the Owners and residents not provided through the CDD, including without limitation, transportation, security or other services.

(E) Except as otherwise provided in Section 15.2 below as to certain mortgagees, and except as provided in Section 9.2 below as to the Declarant and Builders, no owner may avoid or escape liability for the assessments or charges provided for herein by non-use or abandonment of his Lot or Living Unit, or the Common Areas, or otherwise.

(F) Assessments shall be fixed, levied, established and collected as provided herein, and in Section 7 of the Bylaws.

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

(H) No land shall be subject to assessment by the Community Association if it is a Neighborhood Common Area, or a Common Area, or it is owned by or dedicated to the County, the County Water-Sewer District, or any other governmental or quasi-governmental authority and used for a public purpose. Only Lots and Living Units shall be subject to assessment.

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9.2 Declarant's Assessments for Lots and Living Units owned by it. The assessment and lien provisions of this Section 9 shall not apply to any Lot or Living Unit owned by Declarant or by any Builder succeeding to all or a portion of Declarant's rights herein, whether by assignment, in reorganization, or by other arrangement. *Exception:* the obligation and covenant to pay assessments as provided in this Section 9 shall apply to a Living Unit or Lot owned by the Declarant or a Builder upon the occurrence of any one of the following events:

- (A) Conveyance of the Lot or Living Unit to an owner other than the Declarant or a Builder; or
- (B) Construction of a Living Unit has been completed, a certificate of occupancy or the equivalent approval by an appropriate local governmental agency has been issued, and the Living Unit is occupied; or
- (C) Declarant or a Builder executes and records a written instrument subjecting a Lot, Living Unit owned by it to the assessment and lien provisions of this Section 9.

During the period that Declarant membership exists, the Declarant covenants to subsidize the operating expenses of the Community Association, by contributing the difference, if any, between net operating expenses (gross operating expenses, less all other Community Association revenues) and assessment income receivable from members other than the Declarant. Declarant shall not be obligated to contribute to or pay for funding any reserves for capital expenditures or deferred maintenance, capital improvement fund, or special assessment for any purpose. Declarant's rights and obligations hereunder may be assigned in whole or in part to any Builder.

9.3 Builder's Assessments for Lots and Living Units owned by it. The assessment provisions of this Section 9 shall not apply to any Lot or Living Unit owned by any Builder other than Declarant. *Exception:* the obligation and covenant to pay assessments as provided in this Section 9 shall apply to a Living Unit or Lot owned by a Builder, other than the Declarant, upon the occurrence of any one of the following events:

- (A) Upon the conveyance of each Lot or Living Unit to a Builder, other than the Declarant, the Builder shall pay to the Community Association ten percent (10%) of that Lot or Living Unit's share of the annual assessment prorated to the date of conveyance.
- (B) Upon the issuance of a building permit for each Lot or Living Unit to a Builder other than the Declarant, the Builder shall pay to the Community Association an additional forty percent (40%) of that Lot or Living Unit's share of the annual assessment prorated to the date of the issuance of the building permit.
- (C) Upon the issuance of a certificate of occupancy by the County for each Lot or Living Unit to a Builder, other than the Declarant, the Builder shall pay to the Community Association an additional fifty percent (50%) of that Lot or Living Unit's share of the annual assessment prorated to the date of the issuance of the certificate of occupancy by the County.
- (D) Conveyance of the Lot or Living Unit to an owner other than the Declarant or a Builder; or
- (E) Declarant or a Builder executes and records a written instrument subjecting a Lot, Living Unit owned by it to the assessment and lien provisions of this Section 9.

9.4 Common Expenses. Common expenses include:

- (A) The cost of the promotion of the recreation, health, safety, and welfare of the owners and residents of the Community;
- (B) The costs of improvement, maintenance, protection and operation of all property the Community Association is responsible to maintain;
- (C) To provide utility, cable television, and other systems of telecommunication services by bulk contract with third parties.
- (D) Where deemed desirable by the Board of Directors, the cost of providing services of general benefit to the owners and residents either on a community-wide basis or otherwise, including without limitation, cable television, transportation, security or other services;
- (E) The operating expenses of the Community Association; and
- (F) The costs for such other purposes and uses as are authorized by the Governing Documents as amended from time to time.
- (G) The cost of performing duties of the CDD or maintaining the CDD property, the responsibility for which has been assigned to the Community Association.
- (H) The costs of performance under the Golf Course Agreement.

9.5 Imposition of Annual Assessments. Except as provided in Section 9.3 above, upon the closing of the first sale of each Lot or Living Unit to a purchaser other than Declarant, and on the first day of each fiscal year thereafter, an annual assessment shall be assessed against each Lot or Living Unit. The annual assessment for the year in which the first sale occurred shall be prorated to the actual date of closing.

9.6 Amount of Annual Assessments. Except as provided in Section 9.3 above, the amount of the annual assessment based on the annual budget shall be the same for each Lot or Living Unit subject to assessment.

9.7 Special Assessments. Any special assessments levied by the Community Association shall be assessed equally against all Lots and Living Units, unless the assessment or portion thereof is intended specifically for the direct benefit of one or more classes of members, in which case it shall be assessed against only the classes of members directly benefited, in accordance with the apportionment described in Section 9.6 above for the apportionment of annual assessments. Under no circumstances will the Declarant or any Builder have any obligation to pay any special assessment for units owned by it.

9.8 Service Charges. Any other charge by the Community Association authorized by law or by the Governing Documents, including without limitation the charges described in Section 1.32 above, shall not be deemed an assessment. Payment may be enforced as provided in Sections 9.10 through 9.12 below.

9.9 System Service Assessments. Assessments for System Services as described in Section 7.2 through 7.4 above, may be levied by the Board of Directors. Given their nature and purpose, such assessments

may be levied on a non-uniform basis, notwithstanding the provisions of Section 9.6 above, and shall still be deemed "assessments." For example, if the Community Association enters into a community-wide bulk contract for cable television services to be provided to all Living Units, but one or more Living Units is owned or occupied by a vision-impaired person who by law cannot be required to pay for such cable television services, the cost of the cable television service shall be shared equally by all other Living Units, and the amount each Living Unit pays shall still be deemed an "assessment" for all purposes hereunder.

9.10 Lien. The Community Association has a lien on each Lot and Living Unit to secure payment of any unpaid past due assessments and charges, together with interest, late payment penalties and reasonable attorney's fees incurred by the Community Association in enforcing this lien. Subject to the provisions of Section 9.12 below, the lien relates back to the date of recording this Declaration in the Public Records of Collier County, Florida; and is perfected by recording a Claim of Lien in the public records of the County, which Claim of Lien shall state the legal description of the property encumbered thereby, the name of the record owner, the amounts then due and the dates when due. The Claim of Lien must be signed and acknowledged by an officer or agent of the Community Association. The lien shall continue in effect until all sums secured by said lien have been fully paid, and the lien satisfied or discharged. The Claim of Lien shall secure all unpaid assessments and charges, interest, costs and attorneys fees which are due and which may accrue or come due after the recording of the Claim of Lien and up to the issuance of a clerk's deed. Upon full payment, the person making payment is entitled to a satisfaction of the lien.

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

9.12 Priority of Lien. Unless otherwise provided by Florida law as amended from time to time, the Community Association's lien for unpaid assessments and charges shall be subordinate and inferior to that of any recorded Institutional First Mortgage, unless the Community Association's Claim of Lien was recorded prior to the mortgage. The Community Association's lien shall be superior to, and take priority over, all other mortgages regardless of when recorded. Any lease of a Living Unit shall be subordinate and inferior to any Claim of Lien of the Community Association, regardless of when the lease was executed. The relative priority of the Community Association's lien to that of a Neighborhood Association shall be determined by the order of their recording.

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

10. COVENANT AND RULE ENFORCEMENT: DISPUTE RESOLUTION. The Community Association has the power to enforce all covenants, conditions, restrictions, rules and

agreements applicable to any real property within Heritage Greens, and is further empowered to promulgate and enforce administrative rules and regulations governing the use of the Common Areas.

10.1 Owner and Member Compliance. The protective covenants, conditions, restrictions and other provisions of the Governing Documents and the rules promulgated by the Community Association, shall apply to all owners, as well as to any other person occupying any Living Unit. Failure of an owner to notify any person of the existence of the rules, or the covenants, conditions, restrictions, and other provisions of the Governing Documents shall not in any way act to limit or divest the Declarant, a Builder, or the Community Association of the power to enforce these provisions. Each owner shall be responsible for any and all violations by his tenants, licensees, invitees or guests, and by the guests, licensees and invitees of his tenants, at any time.

10.2 Litigation. Subject to Section 3.7 above, each member and the member's tenants, guests, and invitees, and the Community Association, are governed by and must comply with Chapter 617, Florida Statutes, the Governing Documents and the rules of the Community Association. Enforcement actions for damages, or for injunctive relief, or both, on account of any alleged violation of the Governing Documents and Community Association rules may be brought by the Declarant or a Builder, any owner, or the Community Association against:

- (A) the Community Association;
- (B) a member;
- (C) any occupant of a Living Unit;
- (D) any Director or officer of the Association who willfully and knowingly fails to comply with these provisions; and
- (E) Any tenants, guests, or invitees occupying a Living Unit or using the Common Areas.
- (F) any Neighborhood Association which fails to make a prompt and reasonable effort to enforce any restrictive covenants or affirmative obligations under provisions of this Declaration or the Neighborhood Covenants, where such failure has or threatens to have a material adverse impact on the appearance of the Community, or the operation of the Community Association.

The prevailing party in any such litigation is entitled to recover reasonable attorney's fees and costs. This Section 10.2 is not intended to deprive any person of any other available right or remedy.

The enforcement of covenants, conditions, restrictions and agreements applicable to the various subdivisions and developments within the Community is primarily the function and duty of the respective Neighborhood Associations. It is the intent of this provision that the Community Association exercise its covenant enforcement powers with respect to Neighborhood Covenants only after the Neighborhood Association primarily responsible for enforcement has notice of the violation and has, after a reasonable time, been unable or unwilling to resolve the problem in a satisfactory manner.

10.3 Damages and Attorney's Fees. Damages shall not be conclusively deemed adequate relief for any breach or violation of the Governing Documents or the rules. Any person or entity entitled to enforce any provision thereof shall be entitled to relief by way of injunction, as well as any other available relief either at law or in equity. The prevailing party in a proceeding to enforce any provision of the

Governing Documents or rules, or to enjoin violation or breach of any provision hereof, or recover damages on account of such breach, against any person shall be entitled to recover reasonable attorney's fees and court costs (including those resulting from appellate proceedings).

10.4 Non-Liability of Declarant and Builders. Neither the Declarant nor any Builder shall be liable or responsible for any violation of the Governing Documents or the rules by any person other than itself, and its officers, agents and employees.

10.5 Suspension of use rights; fines. To the extent lawful, the Board of Directors may suspend the right of any owner, or his guests, tenants, or family members, to use Common Areas during any period of time the owner fails or refuses to pay any fine levied under Section 14.1 below, or for a reasonable time as punishment for one or more infractions of Association rules by the owner, his family, guests or tenants. No such suspension shall affect the owner's right to have access to his Living Unit. If allowed by law, the member's right to vote may be suspended for failure to pay assessments

(A) A suspension or fine or both may not be imposed without actual notice of at least fourteen (14) days to the person sought to be suspended and an opportunity for a hearing before a committee of at least three (3) members appointed by the Board who are not officers, Directors, or employees of the Association, or the spouse, parent, child, brother, or sister of an officer, Director, or employee. If the committee, by majority vote, which may be by secret ballot, does not approve a proposed suspension or fine, it may not be imposed.

(B) The requirements of the previous paragraph do not apply to the imposition of suspensions or fines upon any member because of the failure of the member to pay assessments or other charges when due if such action is authorized by the Governing Documents.

(C) Suspension of Common Area use rights shall not impair the right of an owner or tenant of a Lot or Living Unit to have vehicular and pedestrian ingress to and egress from the Lot or Living Unit, including, but not limited to, the right to park.

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

11. NEIGHBORHOOD ASSOCIATIONS.

11.1 Enforcement of Covenants by Declarant. As long as there is a Declarant member, if any Neighborhood Association fails to enforce any provisions of its Neighborhood Covenants, or to perform any of its duties and responsibilities thereunder, Declarant may, in its sole discretion, enforce such Neighborhood Covenants, and perform such duties and responsibilities, including any and all maintenance provisions, and shall be entitled to recover the costs and expenses (including attorney's fees) of such enforcement or maintenance pursuant to the provisions of Sections 9 and 10.

11.2 Entry Rights. Each Neighborhood Association and each owner shall permit Declarant, or any authorized agent or employee of Declarant, to enter upon a Neighborhood Common Area or the owner's Lot at reasonable times, to carry out the provisions of this Declaration, and the entry shall not constitute a trespass. This provision shall not be construed as authorizing entry by Declarant into any Living Unit that is owned by a person other than Declarant, except in emergency.

11.3 Maintenance of Neighborhood Common Areas. The Community Association may contract with any Neighborhood Association to provide for the maintenance and management of its Neighborhood Common Areas.

11.4 Neighborhood Covenants. Declarant reserves the right, and the power, without the consent of any other person being required:

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

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

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

11.6 Neighborhood Association Voting. The Bylaws of each Neighborhood Association shall provide a procedure by which its members who are entitled to cast votes as members of the Community Association may cast their votes on Community Association matters with the Neighborhood Association. Except as otherwise provided in the Bylaws, each Neighborhood Association shall poll its owners or collect and tabulate its members' votes, and shall designate a voting representative to attend Community Association meetings and cast the votes of its members at such meeting. The procedure, subject to any restrictions, limitations or conditions which may be imposed by the Neighborhood Covenants or by other recorded instrument, may provide for all votes of the Neighborhood to be cast in a block in favor of the point of view preferred by the majority of the members of the Neighborhood Association, or in the same manner as originally cast by the Neighborhood Association's members, or in any other manner that is fair, equitable, uniformly and consistently applied within that Neighborhood Association, and does not result in the casting of fractional votes. Nothing herein shall be construed to make it mandatory for a Neighborhood Association to poll its members on every matter or any particular matter which may be voted upon by the members of the Community Association.

11.7 Voting Groups. In order to provide for relatively equal representation on the Board of Directors of various Neighborhoods of dissimilar size, having potentially dissimilar interests, and to avoid a situation in which the Voting Representatives representing similar Neighborhoods are able, due to the number of Units in such Neighborhoods, to elect a disproportionate number of Directors, or exclude representation of others, the Declarant shall establish Voting Groups for the election of Directors to the Board. Voting Groups shall be established by Declarant in its sole discretion at least ninety (90) days before the turnover of control of the Community Association, and shall be evidenced by the recording of a Supplemental Declaration in the Public Records of the County establishing the Voting Groups. Voting Groups will generally be composed of one or more Neighborhood(s) of similar housing types, but the designation of such groups is in the discretion of the Declarant. Each Voting Group shall be entitled to elect the number of Directors specified in the Supplemental Declaration. This Section 11.7 may not be amended without the written consent of Declarant as long as Declarant membership exists.

12. INSURANCE: RECONSTRUCTION AFTER CASUALTY.

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

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

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

12.2 Failure to Comply. If any owner or Neighborhood Association fails to comply with Section 12.1 above within the time periods provided, the Community Association shall be deemed to have been granted the right by the owner or Neighborhood Association as his or its agent and attorney-in-fact, to either commence and complete the repairs sufficient to substantially restore the improvements to their original condition, according to the plans and specifications of the original improvements; or to remove the damaged improvements completely. If the Community Association exercises the rights afforded to it by this Section, the owner or Neighborhood Association shall be deemed to have assigned to the Community Association any right he or it may have to insurance proceeds that may be available because of the damage or destruction. The Community Association shall have the right to recover from the owner or Neighborhood Association any costs not paid by insurance, and shall have a lien on the Lot or Living Unit to secure payment.

12.3 Flood Insurance. The Community Association may, in the discretion of the Board, maintain flood insurance to cover buildings and any other property owned by the Community Association, or which are part of the Common Areas, in designated hazard areas, if any, up to the full insurable value or maximum coverage available.

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

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

12.6 Directors and Officers Liability Insurance. The Community Association may purchase liability insurance coverage for its Directors and officers.

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

12.8 Community Association's Right of Entry. For the purpose of performing the duties authorized by this Section 12, the Community Association, through its duly authorized agents and employees, shall

have the right to enter upon any Living Unit or Lot, with prior notice to the owner except in an emergency, at reasonable hours and perform such duties.

13. RIGHTS OF DECLARANT AND BUILDERS. In addition to those provided elsewhere in the Governing Documents, the Declarant and each Builder shall have the following rights and privileges:

13.1 Sales Activity. While one or more Lots or Living Units are for sale in the ordinary course of business, the Declarant and each Builder shall have the right to use those Lots or Living Units and the Common Areas or Neighborhood Common Areas (including, but not limited to, all recreational facilities) to establish, modify, maintain and utilize, as it and they deem appropriate, model Living Units, sales offices, or other offices for use in selling or providing warranty services to any part of the Community. No owner or Neighborhood Association may interfere with, or do anything detrimental to, the Declarant's sales efforts. Without limiting the generality of the foregoing, the Declarant and its designees may show model Living Units or the Common Areas to prospective purchasers or tenants, advertise, erect signs, conduct promotional activities and special events, and take all other action helpful for sales, leases and promotion of Heritage Greens.

13.2 Assignment of Rights to Successor. Except as otherwise specifically provided herein, Declarant reserves the right and the power to delegate or assign, either exclusively or non-exclusively, partially or completely, to any person or entity, any or all of its development rights, powers, duties, privileges created in or provided for by this Declaration. Such assignment shall not in any way lessen the Declarant's rights with respect to property not subject to such assignment.

13.3 Use of Common Areas. Each Builder has the right and authority, as long as that Builder owns and holds for sale in the normal course of business, any Lot or Living Unit, to use the Common Areas without charge for promotional activities, tournaments and other special events whether private or open to the public, to promote the Community and to assist in its overall marketing effort.

13.4 Security; Non-Liability of Declarant and Community Association. The Declarant reserves the right as long as it owns any Lot or Living Unit within the Community for sale in the ordinary course of business, to determine the level (if any) of security services to be provided, or to engage or discontinue any such services. The Declarant, the CDD and the Community Association shall be absolved from any liability if security services are not provided.

NEITHER THE COMMUNITY ASSOCIATION, NOR THE CDD, NOR THE DECLARANT, NOR THE BUILDERS, ARE INSURERS OR GUARANTORS OF SECURITY FOR PERSONS OR PROPERTY WITHIN HERITAGE GREENS.

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

NEITHER THE COMMUNITY ASSOCIATION, NOR THE CDD, NOR THE DECLARANT, NOR ANY BUILDER, SHALL BE LIABLE IN ANY WAY ON ACCOUNT OF LOSS, DAMAGE OR INJURY RESULTING FROM LACK OF SECURITY, OR THE INEFFECTIVENESS OF ANY SECURITY MEASURES UNDERTAKEN.

THE DECLARANT AND BUILDERS MAKE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, RELATIVE TO ANY FIRE AND/OR BURGLAR ALARM SYSTEMS, OR OTHER SECURITY SYSTEMS RECOMMENDED OR INSTALLED, OR ANY SECURITY MEASURES UNDERTAKEN WITHIN HERITAGE GREENS.

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

NEITHER THE COMMUNITY ASSOCIATION, THE DECLARANT NOR A BUILDER ARE INSURERS OR GUARANTORS OF SECURITY FOR PERSONS OR PROPERTY WITHIN THE COMMUNITY.

NEITHER THE COMMUNITY ASSOCIATION, THE DECLARANT, NOR A BUILDER SHALL BE LIABLE IN ANY WAY ON ACCOUNT OF LOSS, DAMAGE OR INJURY RESULTING FROM LACK OF SECURITY, OR THE LACK OF EFFECTIVENESS OF ANY SECURITY MEASURES UNDERTAKEN. THE DECLARANT AND ANY BUILDER MAKE NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, RELATIVE TO ANY FIRE PROTECTION SYSTEM AND/OR BURGLAR ALARM SYSTEMS, OR OTHER SECURITY SYSTEMS RECOMMENDED OR INSTALLED, OR ANY SECURITY MEASURES UNDERTAKEN WITHIN THE COMMUNITY.

13.5 Miscellaneous.

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

- (1) Promote a quality environment which will preserve the value of the Lots and Living Units; and**
- (2) Foster the attractiveness and functional utility of the Community as a place to live and play, including a harmonious relationship among structure, vegetation and topography.**

(B) Any use of Common Areas other than the uses intended pursuant to this Declaration shall be subject to the prior written approval of the Declarant so long as the Declarant or any Builder owns any land in Heritage Greens which it or they hold for the purpose of development.

(C) The Declarant has the right to replat unsold portions of the Community without the joinder or consent of any owner.

(D) The Declarant has the right to receive a refund of any and all deposits or other payments made to utility companies or governmental authorities which are refunded in the course of development, even if such refunds occur after the sale of the last Lot or Living Unit in Heritage Greens to an owner other than the Declarant.

13.6 Additions or Withdrawals of Property. Declarant has the right and the power, but neither the duty nor the obligation, to record instruments bringing additional lands into the Community and

subjecting those lands to the protective covenants, conditions, restrictions or provisions provided for in this Declaration. The Declarant also reserves the right in its sole discretion to withdraw property from submission to this Declaration by amending said Declaration, except that the Declarant shall not be permitted to withdraw any property after it has been conveyed to an owner other than the Declarant, without the joinder of the owner.

13.7 Management Contracts. Declarant has the right and the power to enter into professional management contracts on behalf of the Community Association before turnover of control of the Community Association as described in Section 8 of the Bylaws. Such contracts may bind the Community Association for a period of not longer than one (1) year after the date of turnover of control, but the contract must include a right of termination for just cause, exercisable at any time.

13.8 Appointment of Directors. As further provided in the Bylaws, the Declarant shall have the right to appoint all of the Directors of the Community Association until the Turnover Meeting, and shall have the right to appoint at least one Director until the time specified in Section 4.2 of the Bylaws.

13.9 Declarant's Inaction. Neither the execution and recording of this Declaration, nor the creation of any Association or other entity, nor the recording of any other instrument subjecting any land in Heritage Greens to protective covenants, conditions or restrictions, shall have the effect of imposing a legal obligation on Declarant to:

(A) grant any right, power, duty or privilege of any nature or kind to the Community Association or to any other entity; or

(B) perform any act that is permitted by this Declaration or by any of its exhibits, or to enforce any covenant, condition, restriction or other provision hereof, or to do anything which it does not, in its sole discretion, elect to do.

14. RIGHTS OF MORTGAGEES.

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

14.2 Mortgage Foreclosure. Except as otherwise provided by Florida law as amended from time to time, if an Institutional Mortgagee acquires title to a Lot, Living Unit, Parcel or Tract as a result of foreclosure of the mortgage, or as the result of a deed given in lieu of foreclosure, such mortgagee shall not be liable for the Community Association assessments or charges attributable to the Lot, Living Unit, Tract or Parcel, or chargeable to the former owner, which came due prior to the mortgagee's acquisition of title. Any unpaid assessment or charges the acquirer is exempt from paying becomes an expense collectible from all owners, including such acquirer and his successors and assigns. No owner or acquirer of title to a Lot, Living Unit, Parcel or Tract by foreclosure (or by a deed in lieu of foreclosure) may, during the period of his ownership, be excused from the payment of any assessments or charges coming due during the period of such ownership.

14.3 Right to Inspect Documents and Books. The Community Association shall make available upon request to Institutional Mortgagees, a copy of the current Governing Documents and Rules and

Regulations of the Community Association and financial statements of the Association. "Available" shall mean ready for inspection, upon written request, during normal business hours, or under other reasonable circumstances. Photocopies shall be at the expense of the mortgagee requesting same.

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

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

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

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

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

15. DURATION OF COVENANTS; AMENDMENT.

15.1 Duration of Covenants. The covenants, conditions, easements and restrictions in this Declaration shall run with and bind the property within the Community, and shall inure to the benefit of and be enforceable by the County, the Community Association, the Declarant and any owner, their respective legal representatives, heirs, successors, and assigns, for an initial period to expire on the thirtieth (30th) anniversary of the date of recording this Declaration in the Public Records of Collier County, Florida. Upon the expiration of said initial period, this Declaration shall be automatically renewed and extended for an unlimited number of successive ten (10) year periods, this Declaration as it may be amended being automatically renewed and extended upon the expiration of each ten (10) year renewal period for an additional ten (10) year period, until terminated as provided below.

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

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

HERITAGE GREENS - MASTER DECLARATION

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

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

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

15.7 Proviso. Regardless of any other provision in this Declaration, no amendment of the governing documents by any person, and no termination or amendment of this Declaration, can be effective to change the Community Association's responsibilities for the Stormwater Management System, the Conservation Areas, unless the amendment has been consented to in writing by the SFWMD. Any proposed amendment which would affect the Stormwater Management System, or the Conservation Areas, must be submitted to the SFWMD for a determination of whether the amendment necessitates a modification of the surface water management permit. If the surface water management system is administered by the CDD, any such amendment shall likewise require the consent of the CDD.

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

15.9 Amendment of Provision Relating to Declarant or Builder. As long as a Builder holds any Lot or Living Unit for sale in the ordinary course of business, no amendment shall have the effect of changing any provision relating specifically to the Declarant or a Builder without their written consent.

15.10 Amendment by Declarant. In addition to any other right of amendment or modification provided for in this Declaration, in which case those provisions shall apply, Declarant, may, in its sole discretion, by an instrument filed of record, unilaterally modify, enlarge, amend, waive or add to the covenants, conditions, restrictions and other provisions of this Declaration, and any recorded exhibit hereto. This right shall expire at such time as Declarant or any Builder no longer hold any property for sale in the ordinary course of business within the Community.

15.11 Limitations. No amendment to any of the Governing Documents shall be effective to change any member's voting rights as set forth in Section 2.1 of the Bylaws, or the provisions of Sections 9.5 or 9.6 above, unless all members affected first consent in writing to said amendment.

16. GENERAL AND PROCEDURAL PROVISIONS.

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

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

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

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

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

16.6 Notices.

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

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

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

(D) **To CDD.** Notice to the CDD as may be required herein shall be in writing and shall be delivered or mailed to the CDD at its principal place of business as shown by the records of the State of Florida Department of Community Affairs.

HERITAGE GREENS - MASTER DECLARATION

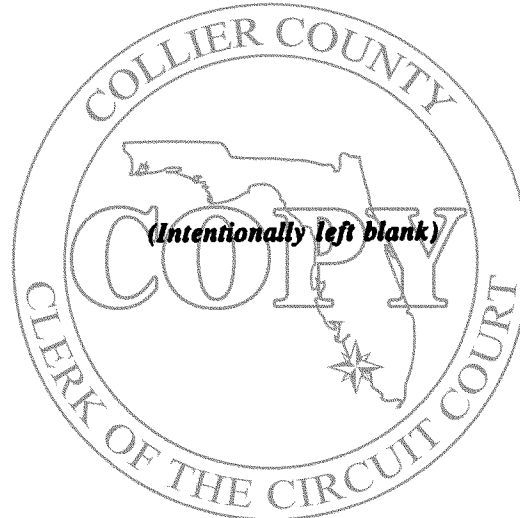
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16.7 Construction. The provisions of this Declaration shall be liberally interpreted and construed to provide maximum flexibility consistent with the general development plan and the purposes set forth herein, including the Premises.

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

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

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



IN WITNESS WHEREOF, Heritage Greens Development Limited Partnership, a Delaware limited partnership hereby executes this Declaration.

HERITAGE GREENS DEVELOPMENT LIMITED PARTNERSHIP, a Delaware limited partnership

Witnesses:

By: RONTO DEVELOPMENTS NAPLES, INC., a Florida corporation, its sole general partner

[Signature]
Print name: Raymond G. Harris

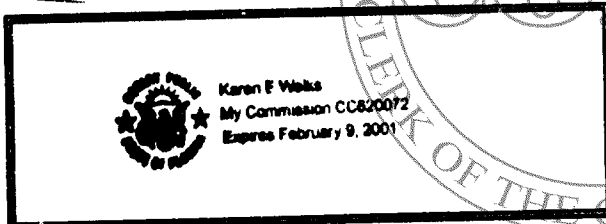
By: [Signature]
Print name: A. Jack Solomon
Title: PRESIDENT
Address: 2776 Collier Blvd
MIAMI ISLAND, FL 34145

[Signature]
Print name: MARIE S. TAYLOR

(CORPORATE SEAL)

STATE OF FLORIDA
COUNTY OF Collier

The foregoing instrument was executed before me this 1 day of August 1997, by A. Jack Solomon, President of Ronto Developments Naples, Inc., general partner of Heritage Greens Development Limited Partnership, on behalf of the corporation and partnership. He is personally known to me or did produce _____ as identification.



[Signature]
Signature of Notary Public
Karen E. Welks
Print name

Print, Type, or Stamp Commissioned Name of Notary Public (Affix Notarial Seal)

JOINDER AND CONSENT

This Joinder and Consent is given this 7th day of August, 1997, by U.S. Home Corporation, a Delaware corporation authorized to do business in the State of Florida. The undersigned hereby consents to and joins in the making of the foregoing Declaration of Covenants, Conditions and Restrictions for Heritage Greens (the "Declaration") made by Heritage Greens Development Limited Partnership, a Delaware limited partnership; and hereby consents that its interest in the land legally described in Exhibit "A" to said Declaration, under that certain warranty deed, dated December 21, 1993, and recorded at Book 1899, Page 300, of the Official Records of Collier County, Florida, be subjected to the covenants, conditions and restrictions contained in the Declaration.

Witnesses:

U.S. HOME CORPORATION, a Delaware corporation

Suzanne M. Young
Print name: Suzanne M. Young

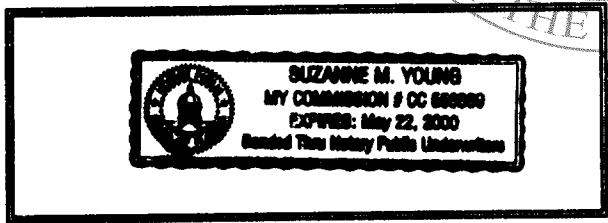
By: Peter R. Comeau
Peter R. Comeau, Division Vice President - Land Division
10491 Six Mile Cypress Pky., Suite 101
Ft. Myers, FL 33912

Karen K. Kennedy
Print name: KAREN K. KENNEDY

(CORPORATE SEAL)

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was executed before me this 7th day of August 1997, by Peter R. Comeau, Division Vice President - Land Division, of U.S. Home Corporation, a Delaware corporation, on behalf of the corporation. He is personally known to me or did produce _____ as identification.



Suzanne M. Young
Signature of Notary Public

Print name

Print, Type, or Stamp Commissioned Name of Notary Public) (Affix Notarial Seal)

JOINDER AND CONSENT

This Joinder and Consent is given this 14 day of August, 1997, on behalf of Heritage Greens Community Association, a Florida corporation not for profit. The undersigned officer hereby consents to and joins in the foregoing Declaration of Covenants, Conditions and Restrictions for Heritage Greens, made by Heritage Greens Development Limited Partnership.

HERITAGE GREENS COMMUNITY ASSOCIATION, INC., a Florida corporation

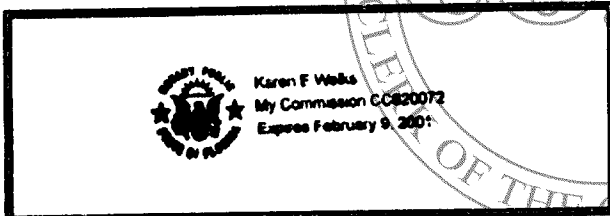
Witnesses:

[Signature]
Print name: [Signature]
[Signature]
Print name: MARK S. TAYLOR

By: [Signature], President
277 N. Collier Blvd.
Marco Island, Florida 34145 A. Jack Solomon
(CORPORATE SEAL)

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was executed before me this 1 day of August 1997, by A. Jack Solomon, as President, of Heritage Greens Community Association, Inc., a Florida corporation, on behalf of the corporation. He is personally known to me or did produce as identification.



[Signature]
Signature of Notary Public
Karen E. Welks
Print name

Print, Type, or Stamp Commissioned Name of Notary Public (Affix Notarial Seal)

EXHIBIT "A"

LAND DESCRIPTION OF HERITAGE GREENS RESIDENTIAL AREA

LAND DESCRIPTION OF HERITAGE GREENS PLAT

A PARCEL OF LAND LYING IN SECTION 28, TOWNSHIP 48 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 28; THENCE SOUTH 03°05'15" EAST ALONG THE EASTERLY LINE OF THE NORTHEAST QUARTER (NE1/4) OF SAID SECTION 28 FOR A DISTANCE OF 100.08 FEET TO AN INTERSECTION WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF IMMOKALEE ROAD (C.R. 846); THENCE SOUTH 89°10'00" WEST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE FOR A DISTANCE OF 1981.39 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL OF LAND;

THENCE LEAVING SAID SOUTHERLY RIGHT-OF-WAY LINE SOUTH 03°05'27" EAST ALONG LANDS AS DESCRIBED IN OFFICIAL RECORD BOOK 1669, PAGE 538, PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA FOR A DISTANCE OF 1576.33 FEET;

THENCE NORTH 89°09'36" EAST CONTINUING ALONG SAID LANDS FOR A DISTANCE OF 1981.29 FEET TO AN INTERSECTION WITH THE SAID EASTERLY LINE OF THE NORTHEAST QUARTER (NE1/4) OF SECTION 28;

THENCE SOUTH 03°05'15" EAST ALONG SAID EASTERLY LINE AND ALONG LANDS AS DESCRIBED IN OFFICIAL RECORD BOOK 1345, PAGE 521 OF SAID PUBLIC RECORDS FOR A DISTANCE OF 998.50 FEET TO THE SOUTHEAST CORNER OF THE SAID NORTHEAST QUARTER (NE1/4) OF SECTION 28;

THENCE SOUTH 03°05'44" EAST ALONG THE EASTERLY LINE OF THE SOUTHEAST QUARTER (SE1/4) OF SAID SECTION 28 AND ALONG LANDS AS DESCRIBED IN OFFICIAL RECORD BOOK 1151, PAGE 1634, OFFICIAL RECORD BOOK 1335, PAGE 217, OFFICIAL RECORD BOOK 1696, PAGE 293 AND OFFICIAL RECORD BOOK 897, PAGE 166, ALL OF SAID PUBLIC RECORDS FOR A DISTANCE OF 2674.78 FEET TO THE SOUTHEAST CORNER OF SAID SECTION 28;

THENCE SOUTH 89°11'04" WEST ALONG THE SOUTHERLY LINE OF THE SAID SOUTHEAST QUARTER (SE1/4) OF SECTION 28 AND ALONG LANDS AS DESCRIBED IN OFFICIAL RECORD BOOK 605, PAGE 323 OF SAID PUBLIC RECORDS FOR A DISTANCE OF 2641.98 FEET TO THE SOUTHWEST CORNER OF THE SAID SOUTHEAST QUARTER (SE1/4) OF SECTION 28;

THENCE NORTH 03°05'09" WEST ALONG THE WESTERLY LINE OF THE EAST HALF

(E1/2) OF SAID SECTION 28 AND ALONG LANDS AS DESCRIBED IN OFFICIAL RECORD BOOK 1630, PAGE 1548, OFFICIAL RECORD BOOK 1171, PAGE 1065, OFFICIAL RECORD BOOK 1232, PAGE 1690, OFFICIAL RECORD BOOK 1238, PAGE 1002 AND OFFICIAL RECORD BOOK 1424, PAGE 694, ALL OF SAID PUBLIC RECORDS FOR A DISTANCE OF 3342.84 FEET TO THE SOUTHEAST CORNER OF THE EAST HALF (E1/2) OF THE NORTHEAST QUARTER (NE1/4) OF THE SOUTHEAST QUARTER (SE1/4) OF THE NORTHWEST QUARTER (NW1/4) OF SAID SECTION 28; THENCE SOUTH 89°10'03" WEST ALONG THE SOUTHERLY LINE OF SAID FRACTION AND ALONG SAID LANDS DESCRIBED IN OFFICIAL RECORD BOOK 1424, PAGE 694 FOR A DISTANCE OF 330.29 FEET TO AN INTERSECTION WITH THE WESTERLY LINE OF SAID FRACTION; THENCE NORTH 03°04'58" WEST ALONG SAID WESTERLY LINE AND ALONG LANDS AS DESCRIBED IN OFFICIAL BOOK 1502, PAGE 1928 OF SAID PUBLIC RECORDS FOR A DISTANCE OF 668.55 FEET TO AN INTERSECTION WITH THE NORTHERLY LINE OF SAID FRACTION; THENCE NORTH 89°09'42" EAST ALONG SAID NORTHERLY LINE AND ALONG LANDS AS DESCRIBED IN OFFICIAL RECORD BOOK 1297, PAGE 793 OF SAID PUBLIC RECORDS FOR A DISTANCE OF 330.25 FEET TO AN INTERSECTION WITH THE SAID WESTERLY LINE OF THE EAST HALF (E1/2) OF SECTION 28; THENCE NORTH 03°05'09" WEST ALONG SAID WESTERLY LINE AND ALONG SAID LANDS AS DESCRIBED IN OFFICIAL BOOK 1297, PAGE 793 AND ALONG LANDS AS DESCRIBED IN OFFICIAL RECORD BOOK 1303, PAGE 1979 OF SAID PUBLIC RECORDS FOR A DISTANCE OF 1237.10 FEET TO AN INTERSECTION WITH THE AFORESAID SOUTHERLY RIGHT-OF-WAY LINE OF IMMOKALEE ROAD (C.R. 846); THENCE NORTH 89°10'00" EAST ALONG SAID SOUTHERLY LINE FOR A DISTANCE OF 660.04 FEET TO THE POINT OF BEGINNING;

CONTAINING 251.490 ACRES OF LAND, MORE OR LESS.
SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

LESS AND EXCEPT THE FOLLOWING DESCRIBED TRACTS OF LAND;

LAND DESCRIPTION OF HERITAGE GREENS GOLF COURSE

ALL OF THE FOLLOWING DESCRIBED FOUR(4) TRACTS OF LAND SITUATED IN THE EAST HALF (E1/2) OF SECTION 28, TOWNSHIP 48 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA:

LAND DESCRIPTION OF GOLF COURSE TRACT NO. 1

A PARCEL OF LAND LYING IN SECTION 28, TOWNSHIP 48 SOUTH, RANGE 26 EAST,

COLLIER COUNTY, FLORIDA, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 28; THENCE SOUTH $03^{\circ}05'15''$ EAST ALONG THE EASTERLY LINE OF THE NORTHEAST QUARTER (NE1/4) OF SAID SECTION 28 FOR A DISTANCE OF 1676.17 FEET; THENCE SOUTH $89^{\circ}09'36''$ WEST FOR A DISTANCE OF 75.06 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED GOLF COURSE TRACT NO. 1;

THENCE SOUTH $03^{\circ}05'15''$ EAST FOR A DISTANCE OF 1001.45 FEET; THENCE SOUTH $03^{\circ}05'44''$ EAST FOR A DISTANCE OF 2671.80 FEET TO AN INTERSECTION WITH THE SOUTHERLY LINE OF THE SOUTHEAST QUARTER (SE1/4) OF SAID SECTION 28; THENCE SOUTH $89^{\circ}11'04''$ WEST ALONG SAID SOUTHERLY LINE FOR A DISTANCE OF 703.19 FEET; THENCE LEAVING SAID SOUTHERLY LINE NORTH $41^{\circ}48'36''$ WEST FOR A DISTANCE OF 256.28 FEET TO A POINT OF CURVATURE; THENCE WESTERLY ALONG SAID CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 225.00 FEET, A CENTRAL ANGLE OF $69^{\circ}27'48''$ FOR AN ARC DISTANCE OF 272.78 TO A POINT OF COMPOUND CURVATURE; THENCE SOUTHWESTERLY ALONG SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 776.76 FEET, A CENTRAL ANGLE OF $22^{\circ}49'19''$ FOR AN ARC DISTANCE OF 309.40 FEET TO A POINT OF REVERSE CURVATURE; THENCE SOUTHWESTERLY ALONG SAID CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 200.00 FEET, A CENTRAL ANGLE OF $43^{\circ}16'42''$ FOR AN ARC DISTANCE OF 151.07 FEET TO A POINT OF TANGENCY; THENCE SOUTH $89^{\circ}11'00''$ WEST FOR A DISTANCE OF 244.46 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY ALONG SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 100.00 FEET, A CENTRAL ANGLE OF $44^{\circ}28'26''$ FOR AN ARC DISTANCE OF 77.62 TO A POINT OF COMPOUND CURVATURE; THENCE SOUTHWESTERLY ALONG SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 56.67 FEET, A CENTRAL ANGLE OF $14^{\circ}36'34''$ FOR AN ARC DISTANCE OF 14.45 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE, SAID INTERSECTION BEING WITH THE AFOREMENTIONED SOUTHERLY LINE OF THE SOUTHEAST QUARTER (SE1/4) OF SECTION 28; THENCE SOUTH $89^{\circ}11'04''$ WEST ALONG SAID SOUTHERLY LINE FOR A DISTANCE OF 725.58 FEET TO THE SOUTHWESTERLY CORNER OF SAID SOUTHEAST QUARTER (SE1/4); THENCE NORTH $03^{\circ}05'09''$ WEST ALONG THE WESTERLY LINE OF SAID SOUTHEAST QUARTER (SE1/4) FOR A DISTANCE OF 1942.64 FEET;

THENCE LEAVING SAID WESTERLY LINE NORTH $86^{\circ}14'13''$ EAST FOR A DISTANCE OF 256.58 FEET TO AN INTERSECTION WITH A NON-TANGENT CURVE FROM WHICH THE RADIUS POINT BEARS NORTH $65^{\circ}23'54''$ EAST;
 THENCE SOUTHEASTERLY ALONG SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 100.00 FEET, A CENTRAL ANGLE OF $61^{\circ}32'14''$ FOR AN ARC DISTANCE OF 107.40 FEET TO A POINT OF TANGENCY;
 THENCE SOUTH $86^{\circ}08'20''$ EAST FOR A DISTANCE OF 204.39 FEET TO A POINT OF CURVATURE;
 THENCE NORTHEASTERLY ALONG SAID CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 100.00 FEET, A CENTRAL ANGLE OF $95^{\circ}43'47''$ FOR AN ARC DISTANCE OF 167.08 FEET TO A POINT OF TANGENCY;
 THENCE NORTH $01^{\circ}52'07''$ WEST FOR A DISTANCE OF 361.29 FEET;
 THENCE NORTH $03^{\circ}45'47''$ WEST FOR A DISTANCE OF 388.86 FEET TO A POINT OF CURVATURE;
 THENCE NORTHERLY ALONG SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 780.00 FEET, A CENTRAL ANGLE OF $10^{\circ}06'52''$ FOR AN ARC DISTANCE OF 137.69 FEET TO A POINT OF REVERSE CURVATURE;
 THENCE NORTHERLY ALONG SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 100.00 FEET, A CENTRAL ANGLE OF $10^{\circ}47'44''$ FOR AN ARC DISTANCE OF 18.84 FEET TO A POINT OF TANGENCY;
 THENCE NORTH $03^{\circ}04'55''$ WEST FOR A DISTANCE OF 103.76 FEET TO A POINT OF CURVATURE;
 THENCE NORTHEASTERLY ALONG SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF $76^{\circ}48'41''$ FOR AN ARC DISTANCE OF 67.03 FEET TO A POINT OF TANGENCY;
 THENCE NORTH $73^{\circ}43'46''$ EAST FOR A DISTANCE OF 136.26 FEET TO A POINT OF CURVATURE;
 THENCE EASTERLY ALONG SAID CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 360.00 FEET, A CENTRAL ANGLE OF $32^{\circ}53'47''$ FOR AN ARC DISTANCE OF 206.69 FEET TO A POINT OF TANGENCY;
 THENCE SOUTH $73^{\circ}22'27''$ EAST FOR A DISTANCE OF 96.68 FEET TO A POINT OF CURVATURE;
 THENCE EASTERLY ALONG SAID CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 640.00 FEET, A CENTRAL ANGLE OF $19^{\circ}12'04''$ FOR AN ARC DISTANCE OF 214.48 FEET TO A POINT OF TANGENCY;
 THENCE NORTH $87^{\circ}25'29''$ EAST FOR A DISTANCE OF 277.40 FEET;
 THENCE SOUTH $2^{\circ}34'31''$ EAST FOR A DISTANCE OF 15.00 FEET;
 THENCE SOUTH $87^{\circ}25'29''$ WEST FOR A DISTANCE OF 130.00 FEET TO A POINT OF CURVATURE;
 THENCE SOUTHWESTERLY ALONG SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 10.00 FEET, A CENTRAL ANGLE OF $90^{\circ}00'00''$ FOR AN ARC

DISTANCE OF 15.71 FEET TO A POINT OF TANGENCY;
 THENCE SOUTH $02^{\circ}34'31''$ EAST FOR A DISTANCE OF 157.21 FEET TO A POINT OF CURVATURE;
 THENCE SOUTHWESTERLY ALONG SAID CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 100.00 FEET, A CENTRAL ANGLE OF $59^{\circ}05'03''$ FOR AN ARC DISTANCE OF 103.12 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE;
 THENCE NORTH $47^{\circ}02'24''$ WEST FOR A DISTANCE OF 20.72 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE FROM WHICH THE RADIUS POINT BEARS NORTH $30^{\circ}00'41''$ WEST;
 THENCE WESTERLY ALONG SAID CURVE HAVING A RADIUS OF 80.00 FEET, A CENTRAL ANGLE OF $22^{\circ}00'49''$ FOR AN ARC DISTANCE OF 30.74 FEET TO A POINT OF TANGENCY;
 THENCE SOUTH $82^{\circ}00'07''$ WEST FOR A DISTANCE OF 98.11 FEET;
 THENCE SOUTH $07^{\circ}59'53''$ EAST FOR A DISTANCE OF 20.00 FEET;
 THENCE SOUTH $82^{\circ}00'07''$ WEST FOR A DISTANCE OF 34.02 FEET TO A POINT OF CURVATURE;
 THENCE SOUTHWESTERLY ALONG SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 350.00 FEET, A CENTRAL ANGLE OF $69^{\circ}51'29''$ FOR AN ARC DISTANCE OF 426.74 FEET TO A POINT OF COMPOUND CURVATURE;
 THENCE SOUTHERLY ALONG SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 1870.00 FEET, A CENTRAL ANGLE OF $41^{\circ}07'32''$ FOR AN ARC DISTANCE OF 1342.24 FEET TO A POINT OF TANGENCY;
 THENCE SOUTH $28^{\circ}58'54''$ EAST FOR A DISTANCE OF 126.75 FEET TO A POINT OF CURVATURE;
 THENCE SOUTHEASTERLY ALONG SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 420.00 FEET, A CENTRAL ANGLE OF $45^{\circ}37'38''$ FOR AN ARC DISTANCE OF 334.46 FEET TO A POINT OF TANGENCY;
 THENCE SOUTH $74^{\circ}36'31''$ EAST FOR A DISTANCE OF 237.58 FEET;
 THENCE NORTH $31^{\circ}38'23''$ EAST FOR A DISTANCE OF 120.19 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE FROM WHICH THE RADIUS POINT BEARS SOUTH $58^{\circ}47'29''$ WEST;
 THENCE SOUTHERLY ALONG SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 90.00 FEET, A CENTRAL ANGLE OF $28^{\circ}05'59''$ FOR AN ARC DISTANCE OF 44.14 FEET TO A POINT OF TANGENCY;
 THENCE SOUTH $03^{\circ}06'32''$ EAST FOR A DISTANCE OF 157.92 FEET;
 THENCE SOUTH $86^{\circ}53'28''$ WEST FOR A DISTANCE OF 851.74 FEET TO A POINT OF CURVATURE;
 THENCE WESTERLY ALONG SAID CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 2170.00 FEET, A CENTRAL ANGLE OF $01^{\circ}42'41''$ FOR AN ARC DISTANCE OF 64.81 FEET TO A POINT OF REVERSE CURVATURE;

THENCE WESTERLY ALONG SAID CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 300.00 FEET, A CENTRAL ANGLE OF $23^{\circ}34'13''$ FOR AN ARC DISTANCE OF 123.41 FEET TO A POINT OF REVERSE CURVATURE;
 THENCE WESTERLY ALONG SAID CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 220.00 FEET, A CENTRAL ANGLE OF $52^{\circ}31'54''$ FOR AN ARC DISTANCE OF 201.71 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE;
 THENCE SOUTH $03^{\circ}06'32''$ EAST FOR A DISTANCE OF 124.97 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE FROM WHICH THE RADIUS POINT BEARS SOUTH $29^{\circ}30'36''$ WEST;
 THENCE NORTHWESTERLY, WESTERLY, SOUTHWESTERLY, SOUTHERLY, SOUTHEASTERLY, EASTERLY AND NORTHEASTERLY ALONG SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 60.00 FEET, A CENTRAL ANGLE OF $233^{\circ}56'37''$ FOR AN ARC DISTANCE OF 244.99 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE;
 THENCE SOUTH $03^{\circ}06'32''$ EAST FOR A DISTANCE OF 140.39 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE FROM WHICH THE RADIUS POINT BEARS NORTH $30^{\circ}48'24''$ EAST;
 THENCE EASTERLY ALONG SAID CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 220.00 FEET, A CENTRAL ANGLE OF $62^{\circ}33'07''$ FOR AN ARC DISTANCE OF 240.18 FEET TO A POINT OF REVERSE CURVATURE;
 THENCE EASTERLY ALONG SAID CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 300.00 FEET, A CENTRAL ANGLE OF $27^{\circ}57'24''$ FOR AN ARC DISTANCE OF 146.38 FEET TO A POINT OF COMPOUND CURVATURE;
 THENCE EASTERLY ALONG SAID CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 1830.00 FEET, A CENTRAL ANGLE OF $00^{\circ}40'48''$ FOR AN ARC DISTANCE OF 21.72 FEET TO A POINT OF TANGENCY;
 THENCE NORTH $86^{\circ}53'28''$ EAST FOR A DISTANCE OF 999.47 FEET TO A POINT OF CURVATURE;
 THENCE NORTHEASTERLY ALONG SAID CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 470.00 FEET, A CENTRAL ANGLE OF $90^{\circ}10'05''$ FOR AN ARC DISTANCE OF 739.65 FEET TO A POINT OF TANGENCY;
 THENCE NORTH $03^{\circ}16'37''$ WEST FOR A DISTANCE OF 431.73 FEET TO A POINT OF CURVATURE;
 THENCE NORTHERLY ALONG SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 1947.57 FEET, A CENTRAL ANGLE OF $10^{\circ}43'20''$ FOR AN ARC DISTANCE OF 364.46 FEET TO A POINT OF REVERSE CURVATURE;
 THENCE NORTHERLY ALONG SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 1438.18 FEET, A CENTRAL ANGLE OF $21^{\circ}23'26''$ FOR AN ARC DISTANCE OF 536.92 FEET TO A POINT OF TANGENCY;
 THENCE NORTH $13^{\circ}56'43''$ WEST FOR A DISTANCE OF 230.77 FEET TO A POINT OF CURVATURE;

THENCE NORTHERLY ALONG SAID CURVE, CONCAVE EASTERLY, HAVING A
 RADIUS OF 330.00 FEET, A CENTRAL ANGLE OF 12°55'13" FOR AN ARC DISTANCE
 OF 74.42 FEET TO A POINT OF TANGENCY;
 THENCE NORTH 01°01'30" WEST FOR A DISTANCE OF 504.18 FEET TO A POINT OF
 CURVATURE;
 THENCE NORTHWESTERLY ALONG SAID CURVE, CONCAVE SOUTHWESTERLY,
 HAVING A RADIUS OF 420.00 FEET, A CENTRAL ANGLE OF 91°33'01" FOR AN ARC
 DISTANCE OF 671.10 FEET TO A POINT OF TANGENCY;
 THENCE SOUTH 87°25'29" WEST FOR A DISTANCE OF 529.08 FEET TO A POINT OF
 CURVATURE;
 THENCE WESTERLY ALONG SAID CURVE, CONCAVE NORTHERLY, HAVING A
 RADIUS OF 300.00 FEET, A CENTRAL ANGLE OF 19°12'04" FOR AN ARC DISTANCE
 OF 100.54 FEET TO A POINT OF TANGENCY;
 THENCE NORTH 73°22'27" WEST FOR A DISTANCE OF 96.68 FEET TO A POINT OF
 CURVATURE;
 THENCE WESTERLY ALONG SAID CURVE, CONCAVE SOUTHERLY, HAVING A
 RADIUS OF 700.00 FEET, A CENTRAL ANGLE OF 32°53'47" FOR AN ARC DISTANCE
 OF 401.91 FEET TO A POINT OF TANGENCY;
 THENCE SOUTH 73°43'46" WEST FOR A DISTANCE OF 146.90 FEET TO A POINT OF
 CURVATURE;
 THENCE NORTHWESTERLY ALONG SAID CURVE, CONCAVE NORTHEASTERLY,
 HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 80°32'26" FOR AN ARC
 DISTANCE OF 70.29 FEET TO A POINT OF TANGENCY;
 THENCE NORTH 25°43'47" WEST FOR A DISTANCE OF 127.08 FEET TO A POINT OF
 CURVATURE;
 THENCE NORTHERLY ALONG SAID CURVE, CONCAVE EASTERLY, HAVING A
 RADIUS OF 100.00 FEET, A CENTRAL ANGLE OF 18°47'54" FOR AN ARC DISTANCE
 OF 32.81 FEET TO A POINT OF COMPOUND CURVATURE;
 THENCE NORTHERLY ALONG SAID CURVE, CONCAVE EASTERLY, HAVING A
 RADIUS OF 1000.00 FEET, A CENTRAL ANGLE OF 02°57'12" FOR AN ARC DISTANCE
 OF 51.55 FEET TO A POINT OF REVERSE CURVATURE;
 THENCE NORTHWESTERLY ALONG SAID CURVE, CONCAVE SOUTHWESTERLY,
 HAVING A RADIUS OF 10.00 FEET, A CENTRAL ANGLE OF 61°42'43" FOR AN ARC
 DISTANCE OF 10.77 FEET TO A POINT OF TANGENCY;
 THENCE NORTH 65°41'24" WEST FOR A DISTANCE OF 142.53 FEET TO A POINT OF
 INTERSECTION WITH A NON-TANGENT CURVE FROM WHICH THE RADIUS POINT
 BEARS SOUTH 70°01'11" EAST;
 THENCE NORTHERLY ALONG SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING
 A RADIUS OF 100.00 FEET, A CENTRAL ANGLE OF 08°36'09" FOR AN ARC DISTANCE
 OF 15.01 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE;
 THENCE SOUTH 65°41'24" EAST FOR A DISTANCE OF 152.09 FEET TO A POINT OF

CURVATURE;

THENCE EASTERLY ALONG SAID CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 10.00 FEET, A CENTRAL ANGLE OF 46°14'04" FOR AN ARC DISTANCE OF 8.07 FEET TO A POINT OF TANGENCY;

THENCE NORTH 68°04'32" EAST FOR A DISTANCE OF 176.68 FEET;

THENCE NORTH 89°09'36" EAST FOR A DISTANCE OF 1906.23 FEET TO THE POINT OF BEGINNING;

CONTAINING 96.045 ACRES OF LAND, MORE OR LESS.

SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

LAND DESCRIPTION OF GOLF COURSE TRACT NO. 2

A PARCEL OF LAND LYING IN SECTION 28, TOWNSHIP 48 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 28; THENCE SOUTH 03°05'15" EAST ALONG THE EASTERLY LINE OF THE NORTHEAST QUARTER (NE1/4) OF SAID SECTION 28 FOR A DISTANCE OF 1676.17 FEET; THENCE LEAVING SAID EASTERLY LINE SOUTH 89°09'36" WEST FOR A DISTANCE OF 961.42 FEET; THENCE SOUTH 00°50'24" EAST FOR A DISTANCE OF 646.88 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED GOLF COURSE TRACT NO. 2;

THENCE NORTH 87°25'29" EAST FOR A DISTANCE OF 191.69 FEET TO A POINT OF CURVATURE;

THENCE SOUTHEASTERLY ALONG SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 80.00 FEET, A CENTRAL ANGLE OF 91°33'01" FOR AN ARC DISTANCE OF 127.83 FEET TO A POINT OF TANGENCY;

THENCE SOUTH 01°01'30" EAST FOR A DISTANCE OF 504.18 FEET TO A POINT OF CURVATURE;

THENCE SOUTHERLY ALONG SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 670.00 FEET, A CENTRAL ANGLE OF 12°55'13" FOR AN ARC DISTANCE OF 151.09 FEET TO A POINT OF TANGENCY;

THENCE SOUTH 13°56'43" EAST FOR A DISTANCE OF 230.77 FEET TO A POINT OF CURVATURE;

THENCE SOUTHERLY ALONG SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 1098.18 FEET, A CENTRAL ANGLE OF 21°23'26" FOR AN ARC DISTANCE OF 409.99 FEET TO A POINT OF REVERSE CURVATURE;

THENCE SOUTHERLY ALONG SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 2287.57 FEET, A CENTRAL ANGLE OF 10°43'20" FOR AN ARC DISTANCE

OF 428.09 FEET TO A POINT OF TANGENCY;
 THENCE SOUTH $03^{\circ}16'37''$ EAST FOR A DISTANCE OF 420.55 FEET TO A POINT OF
 CURVATURE;
 THENCE SOUTHWESTERLY ALONG SAID CURVE, CONCAVE NORTHWESTERLY,
 HAVING A RADIUS OF 140.00 FEET, A CENTRAL ANGLE OF $90^{\circ}10'05''$ FOR AN ARC
 DISTANCE OF 220.32 FEET TO A POINT OF TANGENCY;
 THENCE SOUTH $86^{\circ}53'28''$ WEST FOR A DISTANCE OF 77.70 FEET;
 THENCE NORTH $03^{\circ}06'32''$ WEST FOR A DISTANCE OF 156.77 FEET TO A POINT OF
 CURVATURE;
 THENCE NORTHWESTERLY ALONG SAID CURVE, CONCAVE SOUTHWESTERLY,
 HAVING A RADIUS OF 150.00 FEET, A CENTRAL ANGLE OF $43^{\circ}29'56''$ FOR AN ARC
 DISTANCE OF 113.88 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT
 LINE;
 THENCE NORTH $15^{\circ}23'29''$ EAST FOR A DISTANCE OF 152.56 FEET TO A POINT OF
 CURVATURE;
 THENCE NORTHWESTERLY ALONG SAID CURVE, CONCAVE SOUTHWESTERLY,
 HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF $90^{\circ}00'00''$ FOR AN ARC
 DISTANCE OF 39.27 FEET TO A POINT OF TANGENCY;
 THENCE NORTH $74^{\circ}36'31''$ WEST FOR A DISTANCE OF 254.80 FEET TO A POINT OF
 CURVATURE;
 THENCE NORTHWESTERLY ALONG SAID CURVE, CONCAVE NORTHEASTERLY,
 HAVING A RADIUS OF 60.00 FEET, A CENTRAL ANGLE OF $45^{\circ}37'38''$ FOR AN ARC
 DISTANCE OF 47.78 FEET TO A POINT OF TANGENCY;
 THENCE NORTH $28^{\circ}58'54''$ WEST FOR A DISTANCE OF 126.75 FEET TO A POINT OF
 CURVATURE;
 THENCE NORTHWESTERLY ALONG SAID CURVE, CONCAVE NORTHEASTERLY,
 HAVING A RADIUS OF 1510.00 FEET, A CENTRAL ANGLE OF $10^{\circ}24'23''$ FOR AN ARC
 DISTANCE OF 274.25 FEET TO A POINT OF COMPOUND CURVATURE;
 THENCE NORTHERLY ALONG SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING
 A RADIUS OF 10.00 FEET, A CENTRAL ANGLE OF $108^{\circ}21'44''$ FOR AN ARC DISTANCE
 OF 18.91 FEET TO A POINT OF COMPOUND CURVATURE;
 THENCE EASTERLY ALONG SAID CURVE, CONCAVE SOUTHERLY, HAVING A
 RADIUS OF 1310.00 FEET, A CENTRAL ANGLE OF $04^{\circ}10'09''$ FOR AN ARC DISTANCE
 OF 95.32 FEET TO A POINT OF COMPOUND CURVATURE;
 THENCE EASTERLY ALONG SAID CURVE, CONCAVE SOUTHERLY, HAVING A
 RADIUS OF 180.00 FEET, A CENTRAL ANGLE OF $31^{\circ}57'13''$ FOR AN ARC DISTANCE
 OF 100.39 FEET TO A POINT OF REVERSE CURVATURE;
 THENCE SOUTHEASTERLY, EASTERLY, NORTHEASTERLY, NORTHERLY,
 NORTHWESTERLY, WESTERLY AND SOUTHWESTERLY ALONG SAID CURVE,
 CONCAVE WESTERLY, HAVING A RADIUS OF 240.00 FEET, A CENTRAL ANGLE OF
 $236^{\circ}11'31''$ FOR AN ARC DISTANCE OF 989.36 FEET TO A POINT OF REVERSE

CURVATURE;

THENCE WESTERLY ALONG SAID CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 180.00 FEET, A CENTRAL ANGLE OF 25°45'58" FOR AN ARC DISTANCE OF 80.95 FEET TO A POINT OF REVERSE CURVATURE;
 THENCE WESTERLY ALONG SAID CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 1690.00 FEET, A CENTRAL ANGLE OF 08°12'35" FOR AN ARC DISTANCE OF 242.16 FEET TO A POINT OF REVERSE CURVATURE;
 THENCE NORTHWESTERLY ALONG SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 10.00 FEET, A CENTRAL ANGLE OF 89°40'44" FOR AN ARC DISTANCE OF 15.65 FEET TO A POINT OF COMPOUND CURVATURE;
 THENCE NORTHERLY ALONG SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 1510.00 FEET, A CENTRAL ANGLE OF 14°06'49" FOR AN ARC DISTANCE OF 371.95 FEET TO A POINT OF COMPOUND CURVATURE;
 THENCE NORTHEASTERLY ALONG SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 30.00 FEET, A CENTRAL ANGLE OF 70°56'09" FOR AN ARC DISTANCE OF 37.14 FEET TO A POINT OF TANGENCY;
 THENCE NORTH 82°00'07" EAST FOR A DISTANCE OF 172.13 FEET TO A POINT OF CURVATURE;
 THENCE NORTHEASTERLY ALONG SAID CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 385.00 FEET, A CENTRAL ANGLE OF 84°34'38" FOR AN ARC DISTANCE OF 568.32 FEET TO A POINT OF TANGENCY;
 THENCE NORTH 02°34'31" WEST FOR A DISTANCE OF 235.43 FEET;
 THENCE SOUTH 87°25'29" WEST FOR A DISTANCE OF 160.00 FEET;
 THENCE NORTH 02°34'31" WEST FOR A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING;

CONTAINING 18.098 ACRES OF LAND, MORE OR LESS.
 SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

LAND DESCRIPTION OF GOLF COURSE TRACT NO. 3

A PARCEL OF LAND LYING IN SECTION 28, TOWNSHIP 48 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEASTERLY CORNER OF THE NORTHEAST QUARTER (NE1/4) OF SAID SECTION 28; THENCE SOUTH 03°05'15" EAST FOR A DISTANCE OF 100.08 FEET TO AN INTERSECTION WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF IMMOKALEE ROAD(C.R. 846); THENCE SOUTH 89°10'00" WEST ALONG SAID SOUTHERLY LINE FOR A DISTANCE OF 1981.39 FEET; THENCE LEAVING SAID SOUTHERLY LINE SOUTH 03°05'27" EAST FOR A DISTANCE OF 50.04 FEET; THENCE

SOUTH 89°10'00" WEST FOR A DISTANCE OF 130.90 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED GOLF COURSE TRACT NO. 3;

THENCE SOUTH 03°04'06" EAST FOR A DISTANCE OF 130.36 FEET TO A POINT OF CURVATURE;

THENCE SOUTHERLY ALONG SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 243.95 FEET, A CENTRAL ANGLE OF 18°24'27" FOR AN ARC DISTANCE OF 78.38 FEET TO A POINT OF REVERSE CURVATURE;

THENCE SOUTHERLY ALONG SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 482.00 FEET, A CENTRAL ANGLE OF 02°57'19" FOR AN ARC DISTANCE OF 24.86 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE;

THENCE SOUTH 79°22'51" WEST FOR A DISTANCE OF 129.95 FEET TO A POINT OF CURVATURE;

THENCE SOUTHWESTERLY ALONG SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 10.00 FEET, A CENTRAL ANGLE OF 99°11'49" FOR AN ARC DISTANCE OF 17.31 FEET TO A POINT OF REVERSE CURVATURE;

THENCE SOUTHERLY ALONG SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 342.00 FEET, A CENTRAL ANGLE OF 09°11'49" FOR AN ARC DISTANCE OF 54.90 FEET TO A POINT OF TANGENCY;

THENCE SOUTH 10°37'09" EAST FOR A DISTANCE OF 227.22 FEET TO A POINT OF CURVATURE;

THENCE SOUTHERLY ALONG SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 342.00 FEET, A CENTRAL ANGLE OF 07°33'03" FOR AN ARC DISTANCE OF 45.07 FEET TO A POINT OF TANGENCY;

THENCE SOUTH 03°04'06" EAST FOR A DISTANCE OF 391.88 FEET TO A POINT OF CURVATURE;

THENCE SOUTHERLY ALONG SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 160.00 FEET, A CENTRAL ANGLE OF 37°46'42" FOR AN ARC DISTANCE OF 105.50 FEET TO A POINT OF REVERSE CURVATURE;

THENCE SOUTHWESTERLY ALONG SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 550.00 FEET, A CENTRAL ANGLE OF 14°58'30" FOR AN ARC DISTANCE OF 143.75 FEET TO A POINT OF REVERSE CURVATURE;

THENCE SOUTHERLY ALONG SAID CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 360.00 FEET, A CENTRAL ANGLE OF 27°59'45" FOR AN ARC DISTANCE OF 175.90 FEET TO A POINT OF REVERSE CURVATURE;

THENCE SOUTHWESTERLY ALONG SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 300.00 FEET, A CENTRAL ANGLE OF 19°58'59" FOR AN ARC DISTANCE OF 104.63 FEET TO A POINT OF COMPOUND CURVATURE;

THENCE SOUTHERLY ALONG SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 10.00 FEET, A CENTRAL ANGLE OF 93°27'35" FOR AN ARC DISTANCE OF 16.31 FEET TO A POINT OF TANGENCY;

THENCE SOUTH 65°42'43" EAST FOR A DISTANCE OF 129.65 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE FROM WHICH THE RADIUS POINT BEARS SOUTH 63°01'31" EAST;

THENCE SOUTHWESTERLY ALONG SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 160.00 FEET, A CENTRAL ANGLE OF 05°22'25" FOR AN ARC DISTANCE OF 15.01 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE;

THENCE NORTH 65°42'43" WEST FOR A DISTANCE OF 129.65 FEET TO A POINT OF CURVATURE;

THENCE NORTHWESTERLY ALONG SAID CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 10.00 FEET, A CENTRAL ANGLE OF 93°27'35" FOR AN ARC DISTANCE OF 16.31 FEET TO A POINT OF COMPOUND CURVATURE;

THENCE SOUTHERLY ALONG SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 300.00 FEET, A CENTRAL ANGLE OF 22°50'13" FOR AN ARC DISTANCE OF 119.58 FEET TO A POINT OF COMPOUND CURVATURE;

THENCE SOUTHERLY ALONG SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 1340.00 FEET, A CENTRAL ANGLE OF 07°43'34" FOR AN ARC DISTANCE OF 180.69 FEET TO A POINT OF COMPOUND CURVATURE;

THENCE SOUTHERLY ALONG SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 100.00 FEET, A CENTRAL ANGLE OF 15°59'43" FOR AN ARC DISTANCE OF 27.92 FEET TO A POINT OF TANGENCY;

THENCE SOUTH 25°43'47" EAST FOR A DISTANCE OF 368.23 FEET TO A POINT OF CURVATURE;

THENCE SOUTHERLY ALONG SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 100.00 FEET, A CENTRAL ANGLE OF 22°38'52" FOR AN ARC DISTANCE OF 39.53 FEET TO A POINT OF TANGENCY;

THENCE SOUTH 03°04'55" EAST FOR A DISTANCE OF 292.00 FEET TO A POINT OF CURVATURE;

THENCE SOUTHERLY ALONG SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 100.00 FEET, A CENTRAL ANGLE OF 13°07'47" FOR AN ARC DISTANCE OF 22.92 FEET TO A POINT OF TANGENCY;

THENCE SOUTH 16°12'42" EAST FOR A DISTANCE OF 35.99 FEET TO A POINT OF CURVATURE;

THENCE SOUTHERLY ALONG SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 100.00 FEET, A CENTRAL ANGLE OF 23°19'23" FOR AN ARC DISTANCE OF 40.71 FEET TO A POINT OF REVERSE CURVATURE;

THENCE SOUTHERLY ALONG SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 650.00 FEET, A CENTRAL ANGLE OF 18°09'40" FOR AN ARC DISTANCE OF 206.03 FEET TO A POINT OF REVERSE CURVATURE;

THENCE SOUTHERLY ALONG SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 100.00 FEET, A CENTRAL ANGLE OF 11°42'18" FOR AN ARC DISTANCE

OF 20.43 FEET TO A POINT OF TANGENCY;
 THENCE SOUTH 00°39'18" WEST FOR A DISTANCE OF 127.28 FEET;
 THENCE SOUTH 86°14'13" WEST FOR A DISTANCE OF 300.31 FEET TO AN
 INTERSECTION WITH THE WESTERLY LINE OF THE EAST HALF (E1/2) OF SAID
 SECTION 28;
 THENCE NORTH 03°05'09" WEST ALONG SAID WESTERLY LINE FOR A DISTANCE
 OF 2917.44 FEET;
 THENCE NORTH 89°10'00" EAST FOR A DISTANCE OF 529.14 FEET TO THE POINT OF
 BEGINNING;

CONTAINING 22.432 ACRES OF LAND, MORE OR LESS.
 SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

LAND DESCRIPTION OF GOLF COURSE TRACT NO. 4

A PARCEL OF LAND LYING IN SECTION 28, TOWNSHIP 48 SOUTH, RANGE 26 EAST,
 COLLIER COUNTY, FLORIDA, SAID PARCEL OF LAND BEING MORE
 PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWESTERLY CORNER OF THE EAST HALF (E1/2) OF
 SAID SECTION 28; THENCE NORTH 03°05'09" WEST ALONG THE WESTERLY LINE OF
 SAID EAST HALF (E1/2) FOR A DISTANCE OF 1942.64 FEET TO THE POINT OF
 BEGINNING OF THE HEREIN DESCRIBED GOLF COURSE TRACT NO. 4;

THENCE CONTINUING ALONG SAID WESTERLY LINE NORTH 03°05'09" WEST FOR A
 DISTANCE OF 278.41 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT
 CURVE FROM WHICH THE RADIUS POINT BEARS NORTH 86°14'06" EAST;
 THENCE SOUTHERLY, SOUTHEASTERLY, EASTERLY AND NORTHEASTERLY
 ALONG SAID CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 60.00 FEET, A
 CENTRAL ANGLE OF 162°53'31" FOR AN ARC DISTANCE OF 170.58 FEET TO A POINT
 OF REVERSE CURVATURE;

THENCE NORTHEASTERLY ALONG SAID CURVE, CONCAVE SOUTHEASTERLY,
 HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 72°53'38" FOR AN ARC
 DISTANCE OF 31.81 FEET TO A POINT OF TANGENCY;

THENCE NORTH 86°14'13" EAST FOR A DISTANCE OF 272.28 FEET TO A POINT OF
 CURVATURE;

THENCE EASTERLY ALONG SAID CURVE, CONCAVE NORTHERLY, HAVING A
 RADIUS OF 107.70 FEET, A CENTRAL ANGLE OF 17°18'07" FOR AN ARC DISTANCE
 OF 32.52 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE;

THENCE SOUTH 03°05'09" EAST FOR A DISTANCE OF 75.21 FEET;
 THENCE NORTH 86°54'51" EAST FOR A DISTANCE OF 117.93 FEET;

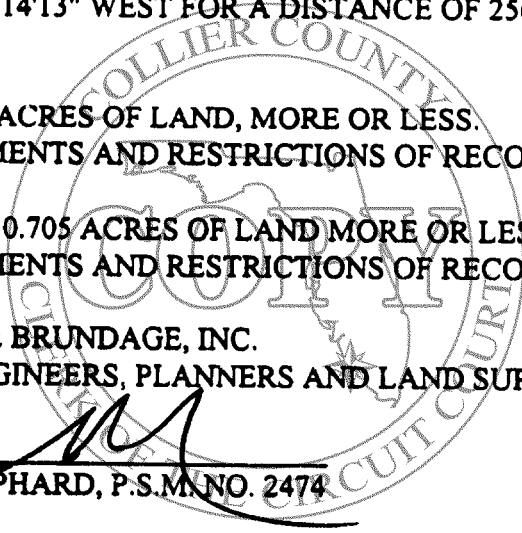
THENCE SOUTH 03°05'09" EAST FOR A DISTANCE OF 59.65 FEET;
 THENCE NORTH 86°54'51" EAST FOR A DISTANCE OF 92.05 FEET;
 THENCE SOUTH 01°52'07" EAST FOR A DISTANCE OF 140.86 FEET TO A POINT OF CURVATURE;
 THENCE SOUTHWESTERLY ALONG SAID CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 100.00 FEET, A CENTRAL ANGLE OF 95°43'47" FOR AN ARC DISTANCE OF 167.08 FEET TO A POINT OF TANGENCY;
 THENCE NORTH 86°08'20" WEST FOR A DISTANCE OF 204.39 FEET TO A POINT OF CURVATURE;
 THENCE NORTHWESTERLY ALONG SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 100.00 FEET, A CENTRAL ANGLE OF 61°32'14" FOR AN ARC DISTANCE OF 107.40 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE;
 THENCE SOUTH 86°14'13" WEST FOR A DISTANCE OF 256.58 FEET TO THE POINT OF BEGINNING;

CONTAINING 4.211 ACRES OF LAND, MORE OR LESS.
 SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

NET ACREAGE IS 110.705 ACRES OF LAND MORE OR LESS;
 SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

AGNOLI, BARBER & BRUNDAGE, INC.
 PROFESSIONAL ENGINEERS, PLANNERS AND LAND SURVEYORS

BY 
 RICHARD L. SHEPHARD, P.S.M. NO. 2474



REF: ABB DWG. FILE NO. 5942

RLS/kl
 WP-12-491K6.DES

EXHIBIT "B"

LAND DESCRIPTION OF HERITAGE GREENS GOLF COURSE

ALL OF THE FOLLOWING DESCRIBED FOUR(4) TRACTS OF LAND SITUATED IN THE EAST HALF (E1/2) OF SECTION 28, TOWNSHIP 48 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA:

LAND DESCRIPTION OF GOLF COURSE TRACT NO. 1

A PARCEL OF LAND LYING IN SECTION 28, TOWNSHIP 48 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 28; THENCE SOUTH $03^{\circ}05'15''$ EAST ALONG THE EASTERLY LINE OF THE NORTHEAST QUARTER (NE1/4) OF SAID SECTION 28 FOR A DISTANCE OF 1676.17 FEET;
THENCE SOUTH $89^{\circ}09'36''$ WEST FOR A DISTANCE OF 75.06 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED GOLF COURSE TRACT NO. 1;

THENCE SOUTH $03^{\circ}05'15''$ EAST FOR A DISTANCE OF 1001.45 FEET;
THENCE SOUTH $03^{\circ}05'44''$ EAST FOR A DISTANCE OF 2671.80 FEET TO AN INTERSECTION WITH THE SOUTHERLY LINE OF THE SOUTHEAST QUARTER (SE1/4) OF SAID SECTION 28;
THENCE SOUTH $89^{\circ}11'04''$ WEST ALONG SAID SOUTHERLY LINE FOR A DISTANCE OF 703.19 FEET;
THENCE LEAVING SAID SOUTHERLY LINE NORTH $41^{\circ}48'36''$ WEST FOR A DISTANCE OF 256.28 FEET TO A POINT OF CURVATURE;
THENCE WESTERLY ALONG SAID CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 225.00 FEET, A CENTRAL ANGLE OF $69^{\circ}27'48''$ FOR AN ARC DISTANCE OF 272.78 TO A POINT OF COMPOUND CURVATURE;
THENCE SOUTHWESTERLY ALONG SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 776.76 FEET, A CENTRAL ANGLE OF $22^{\circ}49'19''$ FOR AN ARC DISTANCE OF 309.40 FEET TO A POINT OF REVERSE CURVATURE;
THENCE SOUTHWESTERLY ALONG SAID CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 200.00 FEET, A CENTRAL ANGLE OF $43^{\circ}16'42''$ FOR AN ARC DISTANCE OF 151.07 FEET TO A POINT OF TANGENCY;
THENCE SOUTH $89^{\circ}11'00''$ WEST FOR A DISTANCE OF 244.46 FEET TO A POINT OF CURVATURE;
THENCE SOUTHWESTERLY ALONG SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 100.00 FEET, A CENTRAL ANGLE OF $44^{\circ}28'26''$ FOR AN ARC DISTANCE OF 77.62 TO A POINT OF COMPOUND CURVATURE;
THENCE SOUTHWESTERLY ALONG SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 56.67 FEET, A CENTRAL ANGLE OF $14^{\circ}36'34''$ FOR AN ARC DISTANCE OF 14.45 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE, SAID INTERSECTION BEING WITH THE AFOREMENTIONED SOUTHERLY LINE OF THE SOUTHEAST QUARTER (SE1/4) OF SECTION 28;
THENCE SOUTH $89^{\circ}11'04''$ WEST ALONG SAID SOUTHERLY LINE FOR A DISTANCE OF 725.58 FEET TO THE SOUTHWESTERLY CORNER OF SAID SOUTHEAST QUARTER (SE1/4);
THENCE NORTH $03^{\circ}05'09''$ WEST ALONG THE WESTERLY LINE OF SAID SOUTHEAST QUARTER (SE1/4) FOR A DISTANCE OF 1942.64 FEET;

THENCE LEAVING SAID WESTERLY LINE NORTH $86^{\circ}14'13''$ EAST FOR A DISTANCE OF 256.58 FEET TO AN INTERSECTION WITH A NON-TANGENT CURVE FROM WHICH THE RADIUS POINT BEARS NORTH $65^{\circ}23'54''$ EAST;
 THENCE SOUTHEASTERLY ALONG SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 100.00 FEET, A CENTRAL ANGLE OF $61^{\circ}32'14''$ FOR AN ARC DISTANCE OF 107.40 FEET TO A POINT OF TANGENCY;
 THENCE SOUTH $86^{\circ}08'20''$ EAST FOR A DISTANCE OF 204.39 FEET TO A POINT OF CURVATURE;
 THENCE NORTHEASTERLY ALONG SAID CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 100.00 FEET, A CENTRAL ANGLE OF $95^{\circ}43'47''$ FOR AN ARC DISTANCE OF 167.08 FEET TO A POINT OF TANGENCY;
 THENCE NORTH $01^{\circ}52'07''$ WEST FOR A DISTANCE OF 361.29 FEET;
 THENCE NORTH $03^{\circ}45'47''$ WEST FOR A DISTANCE OF 388.86 FEET TO A POINT OF CURVATURE;
 THENCE NORTHERLY ALONG SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 780.00 FEET, A CENTRAL ANGLE OF $10^{\circ}06'52''$ FOR AN ARC DISTANCE OF 137.69 FEET TO A POINT OF REVERSE CURVATURE;
 THENCE NORTHERLY ALONG SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 100.00 FEET, A CENTRAL ANGLE OF $10^{\circ}47'44''$ FOR AN ARC DISTANCE OF 18.84 FEET TO A POINT OF TANGENCY;
 THENCE NORTH $03^{\circ}04'55''$ WEST FOR A DISTANCE OF 103.76 FEET TO A POINT OF CURVATURE;
 THENCE NORTHEASTERLY ALONG SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF $76^{\circ}48'41''$ FOR AN ARC DISTANCE OF 67.03 FEET TO A POINT OF TANGENCY;
 THENCE NORTH $73^{\circ}43'46''$ EAST FOR A DISTANCE OF 136.26 FEET TO A POINT OF CURVATURE;
 THENCE EASTERLY ALONG SAID CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 360.00 FEET, A CENTRAL ANGLE OF $32^{\circ}53'47''$ FOR AN ARC DISTANCE OF 206.69 FEET TO A POINT OF TANGENCY;
 THENCE SOUTH $73^{\circ}22'27''$ EAST FOR A DISTANCE OF 96.68 FEET TO A POINT OF CURVATURE;
 THENCE EASTERLY ALONG SAID CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 640.00 FEET, A CENTRAL ANGLE OF $19^{\circ}12'04''$ FOR AN ARC DISTANCE OF 214.48 FEET TO A POINT OF TANGENCY;
 THENCE NORTH $87^{\circ}25'29''$ EAST FOR A DISTANCE OF 277.40 FEET;
 THENCE SOUTH $2^{\circ}34'31''$ EAST FOR A DISTANCE OF 15.00 FEET;
 THENCE SOUTH $87^{\circ}25'29''$ WEST FOR A DISTANCE OF 130.00 FEET TO A POINT OF CURVATURE;
 THENCE SOUTHWESTERLY ALONG SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 10.00 FEET, A CENTRAL ANGLE OF $90^{\circ}00'00''$ FOR AN ARC DISTANCE OF 15.71 FEET TO A POINT OF TANGENCY;
 THENCE SOUTH $02^{\circ}34'31''$ EAST FOR A DISTANCE OF 157.21 FEET TO A POINT OF CURVATURE;
 THENCE SOUTHWESTERLY ALONG SAID CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 100.00 FEET, A CENTRAL ANGLE OF $59^{\circ}05'03''$ FOR AN ARC DISTANCE OF 103.12 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE;
 THENCE NORTH $47^{\circ}02'24''$ WEST FOR A DISTANCE OF 20.72 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE FROM WHICH THE RADIUS POINT BEARS

NORTH 30°00'41" WEST;
 THENCE WESTERLY ALONG SAID CURVE HAVING A RADIUS OF 80.00 FEET, A CENTRAL ANGLE OF 22°00'49" FOR AN ARC DISTANCE OF 30.74 FEET TO A POINT OF TANGENCY;
 THENCE SOUTH 82°00'07" WEST FOR A DISTANCE OF 98.11 FEET;
 THENCE SOUTH 07°59'53" EAST FOR A DISTANCE OF 20.00 FEET;
 THENCE SOUTH 82°00'07" WEST FOR A DISTANCE OF 34.02 FEET TO A POINT OF CURVATURE;
 THENCE SOUTHWESTERLY ALONG SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 350.00 FEET, A CENTRAL ANGLE OF 69°51'29" FOR AN ARC DISTANCE OF 426.74 FEET TO A POINT OF COMPOUND CURVATURE;
 THENCE SOUTHERLY ALONG SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 1870.00 FEET, A CENTRAL ANGLE OF 41°07'32" FOR AN ARC DISTANCE OF 1342.24 FEET TO A POINT OF TANGENCY;
 THENCE SOUTH 28°58'54" EAST FOR A DISTANCE OF 126.75 FEET TO A POINT OF CURVATURE;
 THENCE SOUTHEASTERLY ALONG SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 420.00 FEET, A CENTRAL ANGLE OF 45°37'38" FOR AN ARC DISTANCE OF 334.46 FEET TO A POINT OF TANGENCY;
 THENCE SOUTH 74°36'31" EAST FOR A DISTANCE OF 237.58 FEET;
 THENCE NORTH 31°38'23" EAST FOR A DISTANCE OF 120.19 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE FROM WHICH THE RADIUS POINT BEARS SOUTH 58°47'29" WEST;
 THENCE SOUTHERLY ALONG SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 90.00 FEET, A CENTRAL ANGLE OF 28°05'59" FOR AN ARC DISTANCE OF 44.14 FEET TO A POINT OF TANGENCY;
 THENCE SOUTH 03°06'32" EAST FOR A DISTANCE OF 157.92 FEET;
 THENCE SOUTH 86°53'28" WEST FOR A DISTANCE OF 851.74 FEET TO A POINT OF CURVATURE;
 THENCE WESTERLY ALONG SAID CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 2170.00 FEET, A CENTRAL ANGLE OF 01°42'41" FOR AN ARC DISTANCE OF 64.81 FEET TO A POINT OF REVERSE CURVATURE;
 THENCE WESTERLY ALONG SAID CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 300.00 FEET, A CENTRAL ANGLE OF 23°34'13" FOR AN ARC DISTANCE OF 123.41 FEET TO A POINT OF REVERSE CURVATURE;
 THENCE WESTERLY ALONG SAID CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 220.00 FEET, A CENTRAL ANGLE OF 52°31'54" FOR AN ARC DISTANCE OF 201.71 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE;
 THENCE SOUTH 03°06'32" EAST FOR A DISTANCE OF 124.97 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE FROM WHICH THE RADIUS POINT BEARS SOUTH 29°30'36" WEST;
 THENCE NORTHWESTERLY, WESTERLY, SOUTHWESTERLY, SOUTHERLY, SOUTHEASTERLY, EASTERLY AND NORTHEASTERLY ALONG SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 60.00 FEET, A CENTRAL ANGLE OF 233°56'37" FOR AN ARC DISTANCE OF 244.99 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE;
 THENCE SOUTH 03°06'32" EAST FOR A DISTANCE OF 140.39 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE FROM WHICH THE RADIUS POINT BEARS NORTH 30°48'24" EAST;
 THENCE EASTERLY ALONG SAID CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 220.00 FEET, A CENTRAL ANGLE OF 62°33'07" FOR AN ARC DISTANCE OF 240.18 FEET TO A

POINT OF REVERSE CURVATURE;

THENCE EASTERLY ALONG SAID CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 300.00 FEET, A CENTRAL ANGLE OF 27°57'24" FOR AN ARC DISTANCE OF 146.38 FEET TO A POINT OF COMPOUND CURVATURE;

THENCE EASTERLY ALONG SAID CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 1830.00 FEET, A CENTRAL ANGLE OF 00°40'48" FOR AN ARC DISTANCE OF 21.72 FEET TO A POINT OF TANGENCY;

THENCE NORTH 86°53'28" EAST FOR A DISTANCE OF 999.47 FEET TO A POINT OF CURVATURE;

THENCE NORTHEASTERLY ALONG SAID CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 470.00 FEET, A CENTRAL ANGLE OF 90°10'05" FOR AN ARC DISTANCE OF 739.65 FEET TO A POINT OF TANGENCY;

THENCE NORTH 03°16'37" WEST FOR A DISTANCE OF 431.73 FEET TO A POINT OF CURVATURE;

THENCE NORTHERLY ALONG SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 1947.57 FEET, A CENTRAL ANGLE OF 10°43'20" FOR AN ARC DISTANCE OF 364.46 FEET TO A POINT OF REVERSE CURVATURE;

THENCE NORTHERLY ALONG SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 1438.18 FEET, A CENTRAL ANGLE OF 21°23'26" FOR AN ARC DISTANCE OF 536.92 FEET TO A POINT OF TANGENCY;

THENCE NORTH 13°56'43" WEST FOR A DISTANCE OF 230.77 FEET TO A POINT OF CURVATURE;

THENCE NORTHERLY ALONG SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 330.00 FEET, A CENTRAL ANGLE OF 12°55'13" FOR AN ARC DISTANCE OF 74.42 FEET TO A POINT OF TANGENCY;

THENCE NORTH 01°01'30" WEST FOR A DISTANCE OF 504.18 FEET TO A POINT OF CURVATURE;

THENCE NORTHWESTERLY ALONG SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 420.00 FEET, A CENTRAL ANGLE OF 91°33'01" FOR AN ARC DISTANCE OF 671.10 FEET TO A POINT OF TANGENCY;

THENCE SOUTH 87°25'29" WEST FOR A DISTANCE OF 529.08 FEET TO A POINT OF CURVATURE;

THENCE WESTERLY ALONG SAID CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 300.00 FEET, A CENTRAL ANGLE OF 19°12'04" FOR AN ARC DISTANCE OF 100.54 FEET TO A POINT OF TANGENCY;

THENCE NORTH 73°22'27" WEST FOR A DISTANCE OF 96.68 FEET TO A POINT OF CURVATURE;

THENCE WESTERLY ALONG SAID CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 700.00 FEET, A CENTRAL ANGLE OF 32°53'47" FOR AN ARC DISTANCE OF 401.91 FEET TO A POINT OF TANGENCY;

THENCE SOUTH 73°43'46" WEST FOR A DISTANCE OF 146.90 FEET TO A POINT OF CURVATURE;

THENCE NORTHWESTERLY ALONG SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 80°32'26" FOR AN ARC DISTANCE OF 70.29 FEET TO A POINT OF TANGENCY;

THENCE NORTH 25°43'47" WEST FOR A DISTANCE OF 127.08 FEET TO A POINT OF CURVATURE;

THENCE NORTHERLY ALONG SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 100.00 FEET, A CENTRAL ANGLE OF 18°47'54" FOR AN ARC DISTANCE OF 32.81 FEET TO A

POINT OF COMPOUND CURVATURE;
 THENCE NORTHERLY ALONG SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 1000.00 FEET, A CENTRAL ANGLE OF 02°57'12" FOR AN ARC DISTANCE OF 51.55 FEET TO A POINT OF REVERSE CURVATURE;
 THENCE NORTHWESTERLY ALONG SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 10.00 FEET, A CENTRAL ANGLE OF 61°42'43" FOR AN ARC DISTANCE OF 10.77 FEET TO A POINT OF TANGENCY;
 THENCE NORTH 65°41'24" WEST FOR A DISTANCE OF 142.53 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE FROM WHICH THE RADIUS POINT BEARS SOUTH 70°01'11" EAST;
 THENCE NORTHERLY ALONG SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 100.00 FEET, A CENTRAL ANGLE OF 08°36'09" FOR AN ARC DISTANCE OF 15.01 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE;
 THENCE SOUTH 65°41'24" EAST FOR A DISTANCE OF 152.09 FEET TO A POINT OF CURVATURE;
 THENCE EASTERLY ALONG SAID CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 10.00 FEET, A CENTRAL ANGLE OF 46°14'04" FOR AN ARC DISTANCE OF 8.07 FEET TO A POINT OF TANGENCY;
 THENCE NORTH 68°04'32" EAST FOR A DISTANCE OF 176.68 FEET;
 THENCE NORTH 89°09'36" EAST FOR A DISTANCE OF 1906.23 FEET TO THE POINT OF BEGINNING;

CONTAINING 96.045 ACRES OF LAND, MORE OR LESS.
 SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

LAND DESCRIPTION OF GOLF COURSE TRACT NO. 2

A PARCEL OF LAND LYING IN SECTION 28, TOWNSHIP 48 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 28; THENCE SOUTH 03°05'15" EAST ALONG THE EASTERLY LINE OF THE NORTHEAST QUARTER (NE 1/4) OF SAID SECTION 28 FOR A DISTANCE OF 1676.17 FEET; THENCE LEAVING SAID EASTERLY LINE SOUTH 89°09'36" WEST FOR A DISTANCE OF 961.42 FEET; THENCE SOUTH 00°50'24" EAST FOR A DISTANCE OF 646.88 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED GOLF COURSE TRACT NO. 2;

THENCE NORTH 87°25'29" EAST FOR A DISTANCE OF 191.69 FEET TO A POINT OF CURVATURE;
 THENCE SOUTHEASTERLY ALONG SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 80.00 FEET, A CENTRAL ANGLE OF 91°33'01" FOR AN ARC DISTANCE OF 127.83 FEET TO A POINT OF TANGENCY;
 THENCE SOUTH 01°01'30" EAST FOR A DISTANCE OF 504.18 FEET TO A POINT OF CURVATURE;
 THENCE SOUTHERLY ALONG SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 670.00 FEET, A CENTRAL ANGLE OF 12°55'13" FOR AN ARC DISTANCE OF 151.09 FEET TO A POINT OF TANGENCY;
 THENCE SOUTH 13°56'43" EAST FOR A DISTANCE OF 230.77 FEET TO A POINT OF

CURVATURE;

THENCE SOUTHERLY ALONG SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 1098.18 FEET, A CENTRAL ANGLE OF 21°23'26" FOR AN ARC DISTANCE OF 409.99 FEET TO A POINT OF REVERSE CURVATURE;

THENCE SOUTHERLY ALONG SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 2287.57 FEET, A CENTRAL ANGLE OF 10°43'20" FOR AN ARC DISTANCE OF 428.09 FEET TO A POINT OF TANGENCY;

THENCE SOUTH 03°16'37" EAST FOR A DISTANCE OF 420.55 FEET TO A POINT OF CURVATURE;

THENCE SOUTHWESTERLY ALONG SAID CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 140.00 FEET, A CENTRAL ANGLE OF 90°10'05" FOR AN ARC DISTANCE OF 220.32 FEET TO A POINT OF TANGENCY;

THENCE SOUTH 86°53'28" WEST FOR A DISTANCE OF 77.70 FEET;

THENCE NORTH 03°06'32" WEST FOR A DISTANCE OF 156.77 FEET TO A POINT OF CURVATURE;

THENCE NORTHWESTERLY ALONG SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 150.00 FEET, A CENTRAL ANGLE OF 43°29'56" FOR AN ARC DISTANCE OF 113.88 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE;

THENCE NORTH 15°23'29" EAST FOR A DISTANCE OF 152.56 FEET TO A POINT OF CURVATURE;

THENCE NORTHWESTERLY ALONG SAID CURVE, CONCAVE SOUTHWESTERLY, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 90°00'00" FOR AN ARC DISTANCE OF 39.27 FEET TO A POINT OF TANGENCY;

THENCE NORTH 74°36'31" WEST FOR A DISTANCE OF 254.80 FEET TO A POINT OF CURVATURE;

THENCE NORTHWESTERLY ALONG SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 60.00 FEET, A CENTRAL ANGLE OF 45°37'38" FOR AN ARC DISTANCE OF 47.78 FEET TO A POINT OF TANGENCY;

THENCE NORTH 28°58'54" WEST FOR A DISTANCE OF 126.75 FEET TO A POINT OF CURVATURE;

THENCE NORTHWESTERLY ALONG SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 1510.00 FEET, A CENTRAL ANGLE OF 10°24'23" FOR AN ARC DISTANCE OF 274.25 FEET TO A POINT OF COMPOUND CURVATURE;

THENCE NORTHERLY ALONG SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 10.00 FEET, A CENTRAL ANGLE OF 108°21'44" FOR AN ARC DISTANCE OF 18.91 FEET TO A POINT OF COMPOUND CURVATURE;

THENCE EASTERLY ALONG SAID CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 1310.00 FEET, A CENTRAL ANGLE OF 04°10'09" FOR AN ARC DISTANCE OF 95.32 FEET TO A POINT OF COMPOUND CURVATURE;

THENCE EASTERLY ALONG SAID CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 180.00 FEET, A CENTRAL ANGLE OF 31°57'13" FOR AN ARC DISTANCE OF 100.39 FEET TO A POINT OF REVERSE CURVATURE;

THENCE SOUTHEASTERLY, EASTERLY, NORTHEASTERLY, NORTHERLY, NORTHWESTERLY, WESTERLY AND SOUTHWESTERLY ALONG SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 240.00 FEET, A CENTRAL ANGLE OF 236°11'31" FOR AN ARC DISTANCE OF 989.36 FEET TO A POINT OF REVERSE CURVATURE;

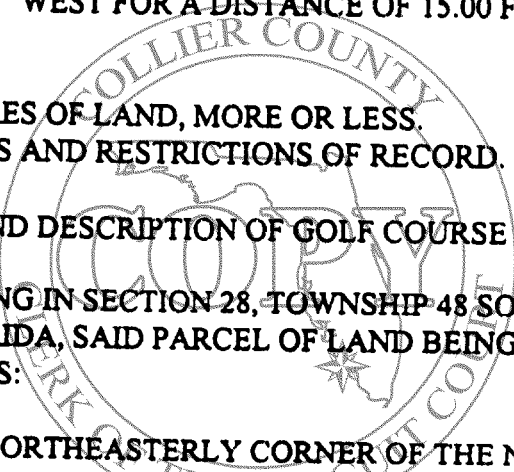
THENCE WESTERLY ALONG SAID CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 180.00 FEET, A CENTRAL ANGLE OF 25°45'58" FOR AN ARC DISTANCE OF 80.95 FEET TO A POINT OF REVERSE CURVATURE;

THENCE WESTERLY ALONG SAID CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 1690.00 FEET, A CENTRAL ANGLE OF 08°12'35" FOR AN ARC DISTANCE OF 242.16 FEET TO A POINT OF REVERSE CURVATURE;
 THENCE NORTHWESTERLY ALONG SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 10.00 FEET, A CENTRAL ANGLE OF 89°40'44" FOR AN ARC DISTANCE OF 15.65 FEET TO A POINT OF COMPOUND CURVATURE;
 THENCE NORTHERLY ALONG SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 1510.00 FEET, A CENTRAL ANGLE OF 14°06'49" FOR AN ARC DISTANCE OF 371.95 FEET TO A POINT OF COMPOUND CURVATURE;
 THENCE NORTHEASTERLY ALONG SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 30.00 FEET, A CENTRAL ANGLE OF 70°56'09" FOR AN ARC DISTANCE OF 37.14 FEET TO A POINT OF TANGENCY;
 THENCE NORTH 82°00'07" EAST FOR A DISTANCE OF 172.13 FEET TO A POINT OF CURVATURE;
 THENCE NORTHEASTERLY ALONG SAID CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 385.00 FEET, A CENTRAL ANGLE OF 84°34'38" FOR AN ARC DISTANCE OF 568.32 FEET TO A POINT OF TANGENCY;
 THENCE NORTH 02°34'31" WEST FOR A DISTANCE OF 235.43 FEET;
 THENCE SOUTH 87°25'29" WEST FOR A DISTANCE OF 160.00 FEET;
 THENCE NORTH 02°34'31" WEST FOR A DISTANCE OF 15.00 FEET TO THE POINT OF BEGINNING;

CONTAINING 18.098 ACRES OF LAND, MORE OR LESS.
 SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

LAND DESCRIPTION OF GOLF COURSE TRACT NO. 3

A PARCEL OF LAND LYING IN SECTION 28, TOWNSHIP 48 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:



COMMENCING AT THE NORTHEASTERLY CORNER OF THE NORTHEAST QUARTER (NE1/4) OF SAID SECTION 28; THENCE SOUTH 03°05'15" EAST FOR A DISTANCE OF 100.08 FEET TO AN INTERSECTION WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF IMMOKALEE ROAD(C.R. 846); THENCE SOUTH 89°10'00" WEST ALONG SAID SOUTHERLY LINE FOR A DISTANCE OF 1981.39 FEET; THENCE LEAVING SAID SOUTHERLY LINE SOUTH 03°05'27" EAST FOR A DISTANCE OF 50.04 FEET; THENCE SOUTH 89°10'00" WEST FOR A DISTANCE OF 130.90 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED GOLF COURSE TRACT NO. 3;

THENCE SOUTH 03°04'06" EAST FOR A DISTANCE OF 130.36 FEET TO A POINT OF CURVATURE;
 THENCE SOUTHERLY ALONG SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 243.95 FEET, A CENTRAL ANGLE OF 18°24'27" FOR AN ARC DISTANCE OF 78.38 FEET TO A POINT OF REVERSE CURVATURE;
 THENCE SOUTHERLY ALONG SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 482.00 FEET, A CENTRAL ANGLE OF 02°57'19" FOR AN ARC DISTANCE OF 24.86 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE;
 THENCE SOUTH 79°22'51" WEST FOR A DISTANCE OF 129.95 FEET TO A POINT OF CURVATURE;

THENCE SOUTHWESTERLY ALONG SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 10.00 FEET, A CENTRAL ANGLE OF 99°11'49" FOR AN ARC DISTANCE OF 17.31 FEET TO A POINT OF REVERSE CURVATURE;

THENCE SOUTHERLY ALONG SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 342.00 FEET, A CENTRAL ANGLE OF 09°11'49" FOR AN ARC DISTANCE OF 54.90 FEET TO A POINT OF TANGENCY;

THENCE SOUTH 10°37'09" EAST FOR A DISTANCE OF 227.22 FEET TO A POINT OF CURVATURE;

THENCE SOUTHERLY ALONG SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 342.00 FEET, A CENTRAL ANGLE OF 07°33'03" FOR AN ARC DISTANCE OF 45.07 FEET TO A POINT OF TANGENCY;

THENCE SOUTH 03°04'06" EAST FOR A DISTANCE OF 391.88 FEET TO A POINT OF CURVATURE;

THENCE SOUTHERLY ALONG SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 160.00 FEET, A CENTRAL ANGLE OF 37°46'42" FOR AN ARC DISTANCE OF 105.50 FEET TO A POINT OF REVERSE CURVATURE;

THENCE SOUTHWESTERLY ALONG SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 550.00 FEET, A CENTRAL ANGLE OF 14°58'30" FOR AN ARC DISTANCE OF 143.75 FEET TO A POINT OF REVERSE CURVATURE;

THENCE SOUTHERLY ALONG SAID CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 360.00 FEET, A CENTRAL ANGLE OF 27°59'45" FOR AN ARC DISTANCE OF 175.90 FEET TO A POINT OF REVERSE CURVATURE;

THENCE SOUTHWESTERLY ALONG SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 300.00 FEET, A CENTRAL ANGLE OF 19°58'59" FOR AN ARC DISTANCE OF 104.63 FEET TO A POINT OF COMPOUND CURVATURE;

THENCE SOUTHERLY ALONG SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 10.00 FEET, A CENTRAL ANGLE OF 93°27'35" FOR AN ARC DISTANCE OF 16.31 FEET TO A POINT OF TANGENCY;

THENCE SOUTH 65°42'43" EAST FOR A DISTANCE OF 129.65 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE FROM WHICH THE RADIUS POINT BEARS SOUTH 63°01'31" EAST;

THENCE SOUTHWESTERLY ALONG SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 160.00 FEET, A CENTRAL ANGLE OF 05°22'25" FOR AN ARC DISTANCE OF 15.01 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE;

THENCE NORTH 65°42'43" WEST FOR A DISTANCE OF 129.65 FEET TO A POINT OF CURVATURE;

THENCE NORTHWESTERLY ALONG SAID CURVE, CONCAVE SOUTHERLY, HAVING A RADIUS OF 10.00 FEET, A CENTRAL ANGLE OF 93°27'35" FOR AN ARC DISTANCE OF 16.31 FEET TO A POINT OF COMPOUND CURVATURE;

THENCE SOUTHERLY ALONG SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 300.00 FEET, A CENTRAL ANGLE OF 22°50'13" FOR AN ARC DISTANCE OF 119.58 FEET TO A POINT OF COMPOUND CURVATURE;

THENCE SOUTHERLY ALONG SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 1340.00 FEET, A CENTRAL ANGLE OF 07°43'34" FOR AN ARC DISTANCE OF 180.69 FEET TO A POINT OF COMPOUND CURVATURE;

THENCE SOUTHERLY ALONG SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 100.00 FEET, A CENTRAL ANGLE OF 15°59'43" FOR AN ARC DISTANCE OF 27.92 FEET TO A POINT OF TANGENCY;

THENCE SOUTH 25°43'47" EAST FOR A DISTANCE OF 368.23 FEET TO A POINT OF

CURVATURE;

THENCE SOUTHERLY ALONG SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 100.00 FEET, A CENTRAL ANGLE OF 22°38'52" FOR AN ARC DISTANCE OF 39.53 FEET TO A POINT OF TANGENCY;

THENCE SOUTH 03°04'55" EAST FOR A DISTANCE OF 292.00 FEET TO A POINT OF CURVATURE;

THENCE SOUTHERLY ALONG SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 100.00 FEET, A CENTRAL ANGLE OF 13°07'47" FOR AN ARC DISTANCE OF 22.92 FEET TO A POINT OF TANGENCY;

THENCE SOUTH 16°12'42" EAST FOR A DISTANCE OF 35.99 FEET TO A POINT OF CURVATURE;

THENCE SOUTHERLY ALONG SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 100.00 FEET, A CENTRAL ANGLE OF 23°19'23" FOR AN ARC DISTANCE OF 40.71 FEET TO A POINT OF REVERSE CURVATURE;

THENCE SOUTHERLY ALONG SAID CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 650.00 FEET, A CENTRAL ANGLE OF 18°09'40" FOR AN ARC DISTANCE OF 206.03 FEET TO A POINT OF REVERSE CURVATURE;

THENCE SOUTHERLY ALONG SAID CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 100.00 FEET, A CENTRAL ANGLE OF 11°42'18" FOR AN ARC DISTANCE OF 20.43 FEET TO A POINT OF TANGENCY;

THENCE SOUTH 00°39'18" WEST FOR A DISTANCE OF 127.28 FEET;

THENCE SOUTH 86°14'13" WEST FOR A DISTANCE OF 300.31 FEET TO AN

INTERSECTION WITH THE WESTERLY LINE OF THE EAST HALF (E1/2) OF SAID SECTION 28;

THENCE NORTH 03°05'09" WEST ALONG SAID WESTERLY LINE FOR A DISTANCE OF 2917.44 FEET;

THENCE NORTH 89°10'00" EAST FOR A DISTANCE OF 529.14 FEET TO THE POINT OF BEGINNING;

CONTAINING 22.432 ACRES OF LAND, MORE OR LESS.

SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

LAND DESCRIPTION OF GOLF COURSE TRACT NO. 4

A PARCEL OF LAND LYING IN SECTION 28, TOWNSHIP 48 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA, SAID PARCEL OF LAND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWESTERLY CORNER OF THE EAST HALF (E1/2) OF SAID SECTION 28; THENCE NORTH 03°05'09" WEST ALONG THE WESTERLY LINE OF SAID EAST HALF (E1/2) FOR A DISTANCE OF 1942.64 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED GOLF COURSE TRACT NO. 4;

THENCE CONTINUING ALONG SAID WESTERLY LINE NORTH 03°05'09" WEST FOR A DISTANCE OF 278.41 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT CURVE FROM WHICH THE RADIUS POINT BEARS NORTH 86°14'06" EAST;
THENCE SOUTHERLY, SOUTHEASTERLY, EASTERLY AND NORTHEASTERLY ALONG SAID CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 60.00 FEET, A CENTRAL ANGLE OF 162°53'31" FOR AN ARC DISTANCE OF 170.58 FEET TO A POINT OF REVERSE CURVATURE;

THENCE NORTHEASTERLY ALONG SAID CURVE, CONCAVE SOUTHEASTERLY, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 72°53'38" FOR AN ARC DISTANCE OF 31.81 FEET TO A POINT OF TANGENCY;
 THENCE NORTH 86°14'13" EAST FOR A DISTANCE OF 272.28 FEET TO A POINT OF CURVATURE;
 THENCE EASTERLY ALONG SAID CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 107.70 FEET, A CENTRAL ANGLE OF 17°18'07" FOR AN ARC DISTANCE OF 32.52 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE;
 THENCE SOUTH 03°05'09" EAST FOR A DISTANCE OF 75.21 FEET;
 THENCE NORTH 86°54'51" EAST FOR A DISTANCE OF 117.93 FEET;
 THENCE SOUTH 03°05'09" EAST FOR A DISTANCE OF 59.65 FEET;
 THENCE NORTH 86°54'51" EAST FOR A DISTANCE OF 92.05 FEET;
 THENCE SOUTH 01°52'07" EAST FOR A DISTANCE OF 140.86 FEET TO A POINT OF CURVATURE;
 THENCE SOUTHWESTERLY ALONG SAID CURVE, CONCAVE NORTHWESTERLY, HAVING A RADIUS OF 100.00 FEET, A CENTRAL ANGLE OF 95°43'47" FOR AN ARC DISTANCE OF 167.08 FEET TO A POINT OF TANGENCY;
 THENCE NORTH 86°08'20" WEST FOR A DISTANCE OF 204.39 FEET TO A POINT OF CURVATURE;
 THENCE NORTHWESTERLY ALONG SAID CURVE, CONCAVE NORTHEASTERLY, HAVING A RADIUS OF 100.00 FEET, A CENTRAL ANGLE OF 61°32'14" FOR AN ARC DISTANCE OF 107.40 FEET TO A POINT OF INTERSECTION WITH A NON-TANGENT LINE;
 THENCE SOUTH 86°14'13" WEST FOR A DISTANCE OF 256.58 FEET TO THE POINT OF BEGINNING;

CONTAINING 4.211 ACRES OF LAND, MORE OR LESS.
 SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

TOTAL ACREAGE IS 140.785 ACRES OF LAND, MORE OR LESS.
 SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

AGNOLI, BARBER & BRUNDAGE, INC.
 PROFESSIONAL ENGINEERS, PLANNERS AND LAND SURVEYORS

BY 
 RICHARD L. SHEPHARD, P.S.M. NO. 2474

REF: ABB DWG. FILE NO. 5942

RLS/rl

WP-12-490K6.DES

OR: 2337 PG: 0683

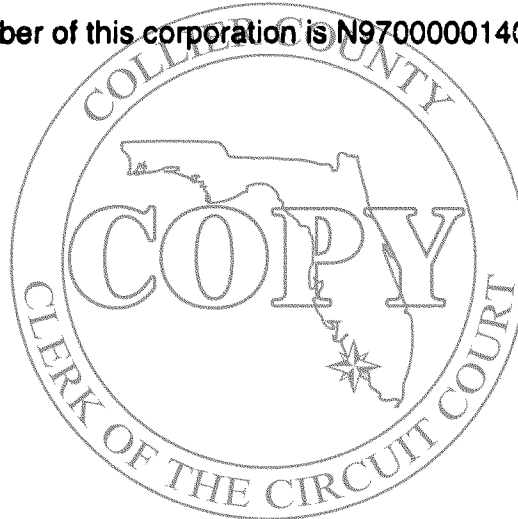
State of Florida



Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of HERITAGE GREENS COMMUNITY ASSOCIATION, INC., a Florida corporation, filed on March 13, 1997, as shown by the records of this office.

The document number of this corporation is N97000001407.



Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
Thirteenth day of March, 1997



CR2EO22 (2-95)

A handwritten signature in cursive script, reading "Sandra B. Northam".

Sandra B. Northam
Secretary of State

FILED
97 MAR 13 PM 3:51
CLERK OF DISTRICT COURT
COLLIER COUNTY FLORIDA

**ARTICLES OF INCORPORATION
OF
HERITAGE GREENS COMMUNITY ASSOCIATION, INC.**

Pursuant to Section 617.01201, Florida Statutes, these Articles of Incorporation are created by A. Jack Solomon, as sole incorporator, for the purposes set forth below.

ARTICLE I

NAME: The name of the corporation is Heritage Greens Community Association, Inc. (the "Community Association").

ARTICLE II

PRINCIPAL OFFICE: The principal office of the corporation shall initially be located at 277 N. Collier Blvd., Marco Island, FL 34145, and subsequently at such other location in Collier County, Florida, as shall be determined by the Board of Directors.

ARTICLE III

PURPOSE AND POWERS: The purpose for which the Community Association is organized is to provide an entity for the operation of Heritage Greens, a Planned Unit Development, located in Collier County, Florida.

The Community Association is organized and shall exist upon a non-stock basis as a non-profit corporation under the laws of the State of Florida, and no portion of any earnings of the Community Association shall be distributed or inure to the private benefit of any member, Director or officer of the Community Association. For the accomplishment of its purposes, the Community Association shall have all of the common law and statutory powers and duties of a corporation not for profit under Florida law, except as limited or modified by these Articles, the Declaration of Covenants, Conditions and Restrictions for Heritage Greens (the "Community Declaration"), or the Bylaws of this Association, and it shall have all of the powers and duties reasonably necessary to operate Heritage Greens pursuant to the Declaration as it may hereafter be amended, including but not limited to the following:

- (A) To levy and collect assessments against members of the Community Association to defray the costs, expenses and losses of the Community Association, and to use the proceeds of assessments in the exercise of its powers and duties.
- (B) To own, lease, maintain, repair, replace or operate any portions of the Common Areas not operated or maintained by Heritage Greens Community Development District.
- (C) To purchase insurance for the protection of the Community Association and its members.

(D) To reconstruct improvements after casualty and to make further improvements of the Properties.

(E) To make, amend and enforce reasonable rules and regulations governing the use of the Common Areas and the operation of the Community Association.

(F) To sue and be sued, and to enforce the covenants and restrictions in the Declaration, these Articles, and the Bylaws of the Community Association.

(G) To employ accountants, attorneys, architects, or other professional personnel to perform the services required for proper operation of the Properties.

(H) To acquire, own and convey real property, and to enter into agreements, or acquire leaseholds, easements memberships, and other possessory or use interests in lands or facilities such as country clubs, golf courses, marinas, and other recreational facilities. It has this power whether or not the lands or facilities are contiguous to the lands of Heritage Greens, if they are intended to provide enjoyment, recreation, or other use or benefit to the members.

(I) To borrow or raise money for any purposes of the Community Association; to draw, make, accept, endorse execute and issue promissory notes, drafts, bills of exchange, warrants, bonds, debentures and other negotiable or non-negotiable instruments and evidences of indebtedness; and to secure the payment of any thereof, and of the interest therein, by mortgage pledge, conveyance or assignment in trust, of the whole or any part of the rights or property of the Community Association.

All funds and the title to all property acquired by the Community Association shall be held for the benefit of the members in accordance with the provisions of the Declaration, these Articles of Incorporation and the Bylaws.

ARTICLE IV

MEMBERSHIP AND VOTING RIGHTS: Membership and voting rights shall be as set forth in Section 4 of the Declaration of Covenants, Conditions and Restrictions for Heritage Greens to which these Articles shall be attached as an Exhibit, and in the Bylaws of the Community Association.

ARTICLE V

TERM: The term of the Association shall be perpetual.

ARTICLE VI

BYLAWS: The Bylaws of the Association may be altered, amended or rescinded in the manner provided therein.

ARTICLE VII

AMENDMENTS: Amendments to these Articles shall be proposed and adopted in the following manner:

(A) **Proposal.** Amendments to these Articles may be proposed by a majority of the Directors or by written petition of at least ten percent (10%) of the voting interests, and shall be submitted to a vote of the members not later than the next annual meeting for which proper notice can be given.

(B) **Vote Required.** Except as otherwise required by Florida law, a proposed amendment to these Articles of Incorporation shall be adopted if it is approved by at least a majority of the voting interests at any annual or special meeting called for the purpose, provided that the notice of the meeting includes the text of the proposed amendment. Before turnover of control of the Community Association to members other than the Declarant as described in Section 8 of the Bylaws of the Community Association, these Articles may be amended by vote of a majority of the Directors without need for a vote of the members.

(C) **Effective Date.** An amendment shall become effective upon filing with the Secretary of State and recording a certified copy in the Public Records of the County. The amendment must be recorded with the same formalities as required in Section 9.4 of the Bylaws for an amendment to the Bylaws.

ARTICLE VIII

DIRECTORS AND OFFICERS:

(A) The affairs of the Association will be administered by a Board of Directors consisting of the number of Directors determined by the Bylaws, but not less than three (3) Directors, and in the absence of such determination shall consist of three (3) Directors.

(B) Directors of the Association shall be elected by the Members in the manner described in the Bylaws. Directors may be removed and vacancies on the Board of Directors shall be filled in the manner provided in the Bylaws.

(C) The business of the Association shall be conducted by the officers designated in the Bylaws. The officers shall be elected by the Board of Directors at its first meeting following the annual meeting of the Members of the Association and shall serve at the pleasure of the Board.

ARTICLE IX

INITIAL DIRECTORS:

The initial Directors of the Association shall be:

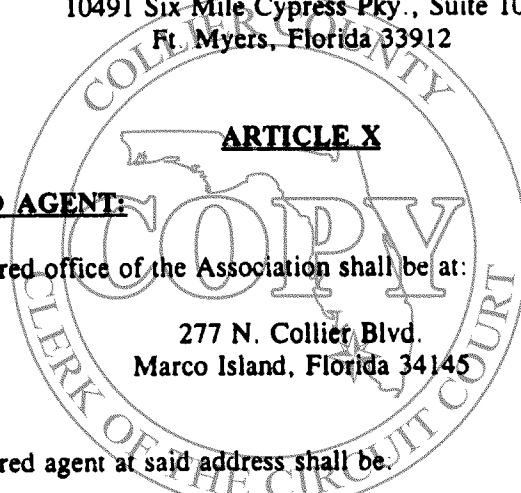
A. Jack Solomon
277 N. Collier Blvd.
Marco Island, Florida 34145

Raymond G. Haris
277 N. Collier Blvd.
Marco Island, Florida 34145

Karen Welks
277 N. Collier Blvd.
Marco Island, Florida 34145

Anthony Persichilli
10491 Six Mile Cypress Pky., Suite 101
Ft. Myers, Florida 33912

Darin McMurray
10491 Six Mile Cypress Pky., Suite 101
Ft. Myers, Florida 33912



ARTICLE X

INITIAL REGISTERED AGENT:

The initial registered office of the Association shall be at:

277 N. Collier Blvd.
Marco Island, Florida 34145

The initial registered agent at said address shall be:

A. Jack Solomon

ARTICLE XI

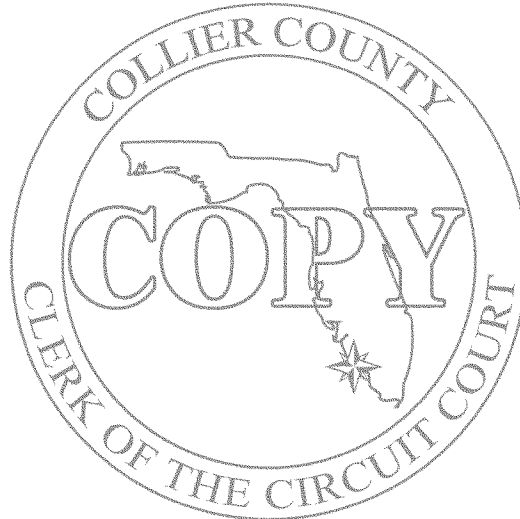
INDEMNIFICATION:

To the fullest extent permitted by Florida law, the Association shall indemnify and hold harmless every Director and every officer of the Association against all expenses and liabilities, including attorneys fees, actually and reasonably incurred by or imposed on him in connection with any legal proceeding (or settlement or appeal of such proceeding) to which he may a party because of his being or having been a Director or officer of the Association. The foregoing right of indemnification shall not be available if a judgement or other final adjudication establishes that his actions or omissions to act were

material to the cause adjudicated and involved:

- (A) Willful misconduct or a conscious disregard for the best interests of the Association, in a proceeding by or in the right of the Association to procure a judgement in its favor.
- (B) A violation of criminal law, unless the director or officer had no reasonable cause to believe his action was unlawful or had reasonable cause to believe his action was lawful.
- (C) A transaction from which the Director or officer derived an improper personal benefit.
- (D) Wrongful conduct by Directors or officers appointed by the Declarant, in a proceeding brought by or on behalf of the Association.

In the event of an out-of-court settlement of litigation, the right to indemnification shall not apply unless the Board of Directors approves the settlement and indemnification as being in the best interest of the Association. The foregoing rights of indemnification shall be in addition to and not exclusive of all other rights to which a Director or officer may be entitled.

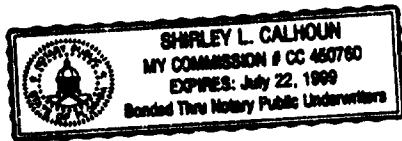


WHEREFORE the incorporator has caused these presents to be executed this 18th day of Feb
1997.

By [Signature]
A. Jack Solomon

STATE OF FLORIDA
COUNTY OF COLLIER

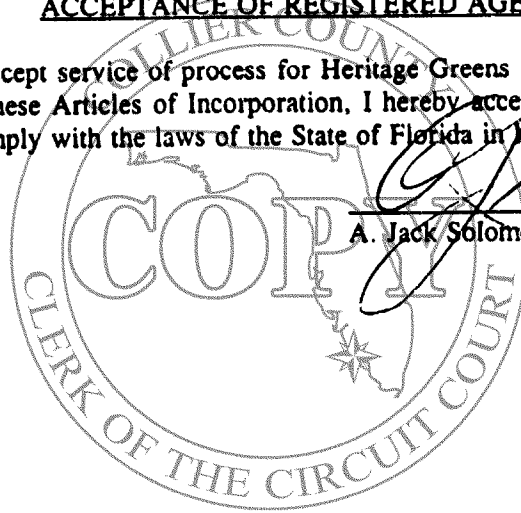
The foregoing instrument was executed before me this 18th day of Feb, 1997, by A. Jack Solomon.
He is personally known to me or did produce [Signature] as identification.



[Signature]
Notary Public (SEAL)
Printname: Shirley L. Calhoun

ACCEPTANCE OF REGISTERED AGENT

Having been named to accept service of process for Heritage Greens Community Association, Inc., at the place designated in these Articles of Incorporation, I hereby accept the appointment to act in this capacity and agree to comply with the laws of the State of Florida in keeping open said office.



[Signature]
A. Jack Solomon

FILED
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SEAL
TALLAHASSEE, FLORIDA

HERITAGE GREENS - MASTER ARTICLES

EXHIBIT "C"

**BYLAWS
OF
HERITAGE GREENS COMMUNITY ASSOCIATION, INC.**

1. GENERAL. These are the Bylaws of Heritage Greens Community Association, Inc., (the "Association" or the "Community Association"), a Florida corporation not for profit organized for the purposes set forth in the Articles of Incorporation.

1.1 Principal Office. The Association's principal office shall initially be located at 277 N. Collier Blvd., Marco Island, Florida 34145, and subsequently at such other place as may be established by resolution of the Board of Directors.

1.2 Definitions. All words and phrases defined in the Declaration of Covenants, Conditions and Restrictions for Heritage Greens (the "Community Declaration") to which these Bylaws were attached as an exhibit when the Community Declaration was originally recorded, shall be used with the same meanings as defined therein, unless the context clearly requires a different interpretation.

1.3 Seal. The seal of the Association shall bear its name, the year of its organization, and the words "Florida" and "corporation not for profit". It may be used by causing it, or a facsimile, to be impressed, affixed, reproduced or otherwise placed on any document where a seal may be required.

2. MEMBERSHIP AND VOTING RIGHTS. The classes of membership shall be as more fully set forth in Section 4.1 of the Community Declaration.

2.1 Voting Rights; Voting Interests. The voting rights appurtenant to each class of membership shall be as follows:

(A) **Regular Members:** Regular members of the Association are all owners of Lots or Living Units, other than the Declarant and any Builder. Except for temporary delegations as provided in Section 4.3 of the Declaration, a membership is not assignable and/or transferable other than through the conveyance of record legal title to the Lot or Living Unit to which it is appurtenant. Upon sale or other transfer of ownership of a Lot or Living Unit, the transferor is deemed to have automatically assigned and transferred the membership. A member's rights to use the Common Areas and recreation facilities is limited as set forth in the Declaration and in these Bylaws. Each Lot or Living Unit owned by a regular member has one (1) indivisible vote in all matters (except for the election of Directors) where a vote of the regular members is required or permitted.

(B) **Declarant Members:** The Declarant, and every Builder that offers Lots, Parcels, Tracts, or Living Units for sale in the ordinary course of business are Declarant Members. Builders, other than the Declarant, shall have one (1) indivisible vote in all matters (except for the election of Directors) for each Lot or Living Unit owned by the Builder, where a vote of the regular members is required or permitted. The Declarant shall have a number of votes equal to twice the total number of votes of the regular members and any other Builder. Declarant membership and voting rights shall cease to exist at the Turnover Meeting described in Section 8 of these Bylaws, but all of the other rights and privileges of Declarant, and all of the other rights and privileges of any Builder, as set forth elsewhere in the Governing Documents, shall continue as long as the Declarant or any Builder is offering any Lots, Living Units, Tracts or Parcels within

Heritage Greens for sale in the ordinary course of business. If the Declarant conveys undeveloped property within the Community to a Builder, the Declarant may assign its Declarant membership and/or some or all of its voting rights and privileges or obligations to that Builder. After the Declarant relinquishes control of the Community Association, the Declarant and any Builder may exercise the right to vote any of their owned interests in the same manner as any other member, except for purposes of reacquiring control of the Community Association, or selecting a majority of the Directors.

2.2 Voting Groups. In order to ensure relatively proportional and fair representation on the Board of Directors of the Community Association for various Neighborhoods that are likely to have dissimilar sizes and interests, and to avoid a situation in which Voting Representatives representing some Neighborhoods are able, due to the number of Lots or Living Units in such Neighborhoods, to elect all or most of the Directors, or exclude representation of other Neighborhoods, the Declarant shall establish Voting Groups for use by the regular members in electing Directors to the Board of the Community Association after turnover of control. The Voting Groups will be established by Declarant at least ninety (90) days before the turnover of control of the Community Association, by the recording of a Supplemental Declaration in the Official Records of the County, identifying each Voting Group, and stating the procedures governing the process of voting by Voting Groups. Each Voting Group will generally be composed of one or more Neighborhood(s) of similar housing types. The members of each Voting Group shall be entitled to elect the number of Directors specified in the Supplemental Declaration. The Supplemental Declaration may also provide for the election of one or more Directors at large, in the discretion of the Declarant. This Section 2.2 may not be amended without the written consent of Declarant.

2.3 Method of Voting. Except for the election of Directors, all votes of the members pertaining to the Community Association shall be cast by the Voting Representatives of the Neighborhood Associations designated as provided in Section 3.6. Subject to any restrictions, limitations or conditions which may be imposed by any Neighborhood Covenants or by other recorded instrument, this procedure may provide for votes to be cast in a block, or in the same manner as originally cast by its members, or in any other manner that is equitable and uniformly applied within the Neighborhood Association, and does not result in the casting of fractional votes. The failure of a voting representative to cast votes in the manner instructed by the Neighborhood Association which he represents, or by its members, shall not invalidate the votes as cast. Nothing herein shall require the use of secret ballots unless such use is required by law. Votes of each Declarant Member shall be cast by its designated representative.

2.4 Membership records. Records shall be maintained by the Community Association showing the names of the members, their addresses, the number of Lots or Living Units owned by each member, the class of membership and such other information as the Board shall require. Members may be issued a certificate or other evidence of membership, which may be a wallet-size membership card. The certificate or card may bear a photograph of the member, identify the Lots or Living Units owned by the member, and include such other information as may be determined by the Board. Admission to any Common Area, facility, meeting or affair of the Community Association may be conditioned upon production of a current certificate of membership by the member.

2.5 Transfer of membership. Except as provided in Section 2.7 below, no member may transfer his Community Association membership, except as an appurtenance to his Lot or Living Unit. When a member ceases to be an owner, his membership terminates, but termination does not relieve or release any former member from any liability or obligation incurred under, or in any way connected with, the Community Association during the period of his membership, nor does it impair any rights or remedies the Community Association may have against the former member arising out of, or in any way connected with, such membership and the covenants and obligations incident thereto.

2.6 Member's rights and privileges; association rights.

(A) Every member and his tenants, guests and family members has a right to make such uses of the community center as the community center and its facilities are intended and reasonably well-suited for, subject however, to the following:

- (1) The right of the Community Association to assess the members for the costs of operating the community center and all other Common Areas.
- (2) The right of the CDD to exercise and enforce any and all powers authorized by Chapter 190, Florida Statutes;
- (3) The right of the Community Association to charge any admission, use, or other fees for any facility, activity or event as it may deem appropriate;
- (4) The right of the Community Association to dedicate or transfer ownership or control of all or any part of the Common Areas to the CDD or any other governmental or quasi-governmental agency, public authority, or utility;
- (5) The right of the Community Association to grant easements over, across or through the Common Areas;
- (6) The provisions of this Declaration, or any other applicable recorded instrument, the Articles of Incorporation and Bylaws of the Community Association; and any rules and regulations governing use and enjoyment of the Common Areas adopted by the Community Association.

(B) So long as there is a Declarant Member, any and all rights of Members, and any and all restrictions, limitations, conditions and rules and regulations that a Member shall be subject to, shall not be amended without the consent of the Declarant.

2.7 Rights and Privileges of Members.

(A) Every member shall have the right to:

- (1) Have his vote cast by his voting representative at meetings of the members;
- (2) Serve on the Board if elected;
- (3) Serve on committees;
- (4) Attend membership meetings; and
- (5) Vote in the election of at least one (1) Director of the Community Association.

Each member is encouraged to take an active interest in Community Association affairs.

(B) Every member in good standing has a right of using and enjoying the Common Areas, subject to the rules of the Community Association and the right of the Community Association to charge admission and other fees for the use of any facilities.

(C) A member is in good standing if he is current in the payment of all assessments and other financial obligations to the Community Association, and his membership is not suspended.

2.8 Delegation of Rights to use Common Areas.

(A) In accordance with Section 4.3 of the Community Declaration, a member may delegate his rights to use the Common Areas to:

- (1) A reasonable number of guests if accompanied by the member; or
- (2) Residential tenants who reside in the member's Living Unit.

(B) In the case of residential tenants of the member's Living Unit, the delegating member must give prior written notice to the Community Association of such delegation. The written notification shall state the name, age, permanent address, intended length of time the delegation will be effective, and such other information about each residential tenant as the Board shall require.

(C) A member who has delegated his use privileges and is not in residence in Heritage Greens may not use Common Areas during the period of the delegation, except as a guest of another member. A member may not be the guest of his tenant.

(D) Members shall be responsible for keeping the Community Association informed as to the identity and relationship of any persons who normally reside with the member and intend to utilize the Community Association Common Areas.

(E) The Board of Directors may limit the number of guests or the frequency or duration of any member's delegation of use rights, and may impose fees for the delegation of such rights of use of the facilities by renters or guests, which fees may be different from fees charged to members for their use.

2.9 Suspension of Membership. As further provided in Section 10 of the Declaration, the Board may suspend a member's membership in the Community Association:

(A) For the period of time during which an assessment against the member remains unpaid more than thirty (30) days after the date it was due and payable; or

(B) For a reasonable period during or after any infraction of the Community Association's rules and regulations by a member or by any person to whom the member has expressly or impliedly delegated his use privileges; or

(C) For misuse, abuse, or intentional destruction of Community Association property, real or personal.

Membership shall not be suspended until the member has been given actual notice of the intended suspension and offered a reasonable opportunity for a hearing. Unless otherwise permitted by law, the

right of a member to vote may not be suspended. Suspension of a member's membership temporarily revokes that member's rights and privileges to use and enjoy Common Areas and facilities and to participate in Community Association affairs. A suspension does not impair the enforceability of any assessment or lien therefor, or the authority of the Community Association to assess and collect any future assessment and lien, nor shall it impair the member's right of access to, and use of, his own property in a manner consistent with the Governing Documents.

3. MEMBERS' MEETINGS.

3.1 Annual Meeting. The annual meeting shall be held in the County during either March or April of each year, at a day, place and time designated by the Board of Directors, for the purpose of electing Directors (after such time as the regular members become entitled to do so) and transacting any other business duly authorized to be transacted by the members. The annual meeting is a general meeting, and unless the law or the governing documents require otherwise, notice of an annual meeting need not include a description of the purpose or purposes for which the meeting is called, and business conducted at the meeting does not have to be limited to the items stated in the notice of the meeting.

3.2 Special Members' Meetings. Special members' meetings must be held whenever called for by the President or by a majority of the Directors, and must be promptly called by the Board upon receipt of a written request signed by voting representatives of members entitled to cast at least ten percent (10%) of the regular members. Such requests shall be in writing and shall state the purpose or purposes of the meeting. Business at any special meeting shall be limited to the items specified in the request or contained in the notice of meeting.

3.3 Quorum. A quorum shall be attained at a members meeting by the presence in person of voting representatives for at least thirty percent (30%) of the total voting interests of each class of voting members.

3.4 Vote Required to Transact Business. The acts or resolutions approved by at least a majority of the votes cast at a duly called meeting at which a quorum has been attained shall be the act of the Members, unless a higher vote is specifically required by law or by the Governing Documents.

3.5 Notice of Meetings. Written notice of meetings shall be mailed or hand-delivered to the individual designated by each Neighborhood Association to receive Community Association notices, and to the Declarant Member, if any. Thereafter, it shall be the responsibility of the Neighborhood Association to notify the owners of all Lots and Living Units. The notices must be mailed or delivered by the Community Association not less than thirty (30) days prior to the date of the meeting.

3.6 Voting Representatives. Each Neighborhood Association shall appoint and designate in writing to the Secretary of the Community Association, at least annually by January 1st of each year, the name and address of one person who will serve as its Voting Representative for that year. That person will:

- (A) Receive Community Association notices;
- (B) Represent the Members of that particular Neighborhood Association or Committee at Community Association meetings;
- (C) Cast the votes for the Units within the Neighborhood; and

(D) Keep the Secretary of the Community Association informed of changes in the ownership of Units as they occur, and the names and addresses of the new Members.

An Alternate Voting Representative may be designated to serve in the absence or disability of the Voting Representative. The Voting Representative and the Alternate Voting Representative (if any) serve at the pleasure of the entity which appointed them.

3.7 Adjourned Meetings. Any duly called meeting of the members may be adjourned to be reconvened at a later time by vote of the majority of the voting interests present, regardless of whether a quorum has been attained. Unless the Bylaws require otherwise, adjournment of annual or special meeting to a different date, time or place must be announced at that meeting before an adjournment is taken, or notice must be given of the new date, time, or place pursuant to Section 617.303(2), Florida Statutes (1997) as amended. Any business that might have been transacted on the original date of the meeting may be transacted at the adjourned meeting. If a new record date for the adjourned meeting is or must be fixed under Section 617.0707, Florida Statutes (1995), as amended, notice of the adjourned meeting must be given to persons who are entitled to vote and are members as of the new record date but were not members as of the previous record date.

3.8 Order of Business. The order of business at Members' meetings shall be substantially as follows:

- (A) Determination that a quorum has been attained.
- (B) Reading or waiver of reading of minutes of last Members' meeting.
- (C) Reports of Officers
- (D) Reports of Committees
- (E) Election of Directors (when appropriate)
- (F) Unfinished Business
- (G) New Business
- (H) Adjournment

3.9 Minutes. Minutes of all meetings of the members must be maintained in written form, or in another form that can be converted into written form within a reasonable time.

3.10 Parliamentary rules. Roberts' Rules of Order (latest edition) shall govern the conduct of the Community Association meetings when not in conflict with the law, with the Community Declaration, or with these Bylaws. The presiding officer may appoint a Parliamentarian, but the decision of the presiding officer on questions of parliamentary procedure shall be final. Any question or point of order not raised at the meeting to which it relates shall be deemed waived.

3.11 Action by members without a meeting. Except the holding of the annual meeting and annual election of Directors, any action required or permitted to be taken at a meeting of the Members may be taken by mail without a meeting if written instruments expressing approval of the action proposed to be taken are signed and returned by Members having not less than the minimum number of votes that would be necessary to take such action at a meeting at which all of the voting interests were present and voting. If the requisite number of written consents are received by the Secretary within sixty (60) days after the earliest date which appears on any of the consent forms received, the proposed action so authorized shall be of full force and effect as if the action had been approved at a meeting of the Members held on the sixtieth (60th) day. Within ten (10) days thereafter, the Board shall send written notice of the action taken to all Members who have not consented in writing. Nothing in this paragraph affects the rights of members to call a special meeting of the membership, as provided for by Section 3.2 above, or by law.

4. BOARD OF DIRECTORS. The administration of the affairs of the Community Association shall be by a Board of Directors. All powers and duties granted to the Community Association by law, as modified and explained in the Community Declaration, Articles of Incorporation, and these Bylaws, shall be exercised by the Board, subject to the approval or consent of the members only when such is expressly required.

4.1 Powers. The Board shall have the authority to:

- (A) Manage and control the affairs of the Community Association.
- (B) Appoint and remove at its pleasure all officers, agents and employees of the Community Association, prescribe their duties, fix their compensation and require of them such security or fidelity bond as it may deem expedient. Nothing in these Bylaws shall be construed to prohibit the employment of any member, officer or Director of the Community Association in any capacity whatsoever.
- (C) Establish, levy assess, and collect any assessment or charge provided for in the Governing Documents.
- (D) Designate one or more financial institution(s) as depository for Community Association funds, and the officer(s) authorized to make withdrawals therefrom.
- (E) With the prior consent of at least a majority of the voting interests, borrow money for Community Association purposes, and assign, pledge, mortgage or encumber any Community Association Common Areas or future revenues of the Community Association as security therefor;
- (F) Adopt, amend or revoke rules and regulations relating to the use of Common Areas, and such sanctions for noncompliance therewith, as it may deem necessary for the best interest of the Community Association and its Members. The Board may also establish and levy fees for the use of Common Areas or Community Association property;
- (G) Cause the Community Association to employ sufficient personnel to adequately perform the responsibilities of the Community Association;
- (H) Negotiate and enter into contracts for the maintenance and operation of the Common Areas;
- (I) Make improvements to the Common Areas.
- (J) Establish committees of the Community Association and appoint the members thereof. It may assign to such committees responsibilities and duties not inconsistent with the provisions of these Bylaws as it may deem appropriate;
- (K) Acquire property, real or personal, and enter into agreements with any persons, including Declarant, the CDD, the Golf Course, and relating to the orderly transfer of property from said person to the Community Association and such other matters as the Board may deem appropriate.

(L) Perform all other acts not inconsistent with law or the governing documents and necessary for the proper functioning of the Community Association.

4.2 Number; Qualifications. Initially the Board of Directors shall consist of five (5) Directors appointed by the Declarant, who may be removed or replaced at Declarant's sole discretion, who are not subject to removal by the regular members, and who need not be members of the Community Association. Each Director elected by the regular members must be a member, or the spouse of a member. Each Director elected by the members to represent a single Voting Group must be an Owner or the spouse of an Owner of a Lot or Living Unit in the Neighborhood(s) comprising that Group. At the Turnover Meeting, all Directors then serving shall resign, and the size of the Board shall increase to seven (7) Directors elected by the regular members, with at least one (1) Director to be elected by each Voting Group, as specified by the Declarant in a Supplemental Community Declaration creating the Voting Groups, to be recorded before the Turnover Meeting as stated in Section 11.7 of the Community Declaration. If there are fewer than seven (7) Voting Groups, each of the remaining seats will be filled at large by the vote of all non-Declarant Members. As long as at least five percent (5%) of the Lots and Living Units remain unsold to owners other than a Builder, the Declarant shall be entitled to appoint one (1) additional Director, bringing the total number of Directors to eight (8).

4.3 Terms of Office. In order to provide for a continuity of experience by establishing a system of staggered terms of office, at the Turnover Meeting four (4) Directors shall each be elected for a term that ends at the next annual meeting of the Community Association, and three (3) Directors shall be elected for a term which expires at the annual meeting after the next annual meeting. Thereafter, each Director shall be elected for a term of two (2) years, which will end upon final adjournment of the annual meeting in conjunction with which the Director's successor is to be elected. There is no limit on the number of consecutive terms to which a Director may be elected. A resignation must be in writing to be effective, and may not be revoked once received by the Community Association.

4.4 Nominations and Elections. The non-Declarant Members in each Voting Group are entitled to vote in the election of the Director that represents their Voting Group, as well as in the election of any Directors-at-large.

(A) **Candidates.** The Board shall adopt and utilize procedures whereby any person eligible to serve as a Director may qualify as a candidate and have his name on the ballot, by notifying the Community Association in writing, at least forty-five (45) days in advance of the election, of his desire to be a candidate for any vacancy which he is eligible to fill. All eligible persons giving timely written notice of desire to be a candidate shall be listed alphabetically by surname on any ballots distributed or used by the Community Association. Candidates may also be nominated in any other way permitted by law.

(B) **Election and Voting Materials.** Candidates shall have a reasonable opportunity to communicate their qualifications to the Voting Members and to solicit votes at their own expense. Any written materials distributed to the Members by the Community Association regarding an election shall be non-partisan, and Community Association funds shall not be used in any way to promote the election of any candidate over another. No ballot or other election materials used by the Community Association shall endorse, disparage, or comment on any Candidate or indicate whether a candidate is an incumbent, however the Community Association shall duplicate and distribute without editing brief resumes of background and qualifications provided by any candidates who would like it distributed. The ballots and all other election and voting materials shall be distributed by the Community Association with the notice of the annual meeting described in Section 3.5 above.

(C) **Balloting.** Elections shall be by written ballot. The candidate within each Voting Group who receives a plurality of the votes cast shall be elected. The balloting for at-large seats (if any) shall be separate. Each member may cast as many votes as there are Directors to be elected by his Group, but not more than one vote for any candidate. Each member may also cast one vote for each Director to be elected at-large, if any, it being the intent hereof that cumulative voting is prohibited. A member may waive the right of secrecy of his ballot. Election ballots shall be cast by the Members directly with their Neighborhood Association, which shall count the ballots at a Neighborhood Association Board meeting which is properly noticed and open to all owners in the Neighborhood, and deliver the certified results and the ballots to the Secretary of the Community Association in a sealed envelope, no later than 5:00 p.m. on the day before the election. Any ballots received after the first vote is counted at the Neighborhood Association Board meeting shall be invalid. The sealed envelopes shall not be opened by the Community Association except as provided below.

(D) **Vote Counting.** On the day of the annual meeting, before the meeting begins, at a place and time which was stated in the notice of the meeting, the Board (or its designees) shall open the sealed envelopes and count the votes in such manner as it (or they) deem advisable. Any member shall be entitled to attend and observe. The results of the election shall be announced at the beginning of the annual meeting, and the new Directors shall take office at the final adjournment of the meeting. A tie vote shall be broken by agreement between the tied candidates, or, in the absence of agreement, by lot. Any dispute as to the validity of any ballots shall be resolved by the incumbent Board.

4.5 Vacancies on the Board. If the office of any Director or Directors, except those appointed by Declarant, becomes vacant for any reason, a majority of the remaining Directors, though less than a quorum, shall promptly choose a successor or successors, who shall hold office for the entire remaining term. Any Director appointed by the Board shall be selected from the Class of Members or Voting Group who elected the Director who vacated the position. If for any reason there should arise circumstances in which no Directors are serving and the entire Board is vacant, the Members shall elect successors at a special meeting by the same method as is provided for at the Turnover Meeting in Sections 4.2 through 4.4 above.

4.6 Removal. Any Director, except those appointed by the Declarant, may be removed from the Board with or without cause by vote of a majority of the voting interests of the Voting Group which elected that Director. Directors may also be removed as provided in Section 4.8 below.

4.7 Organizational Meeting. An organizational meeting of a new Board of Directors shall be held within ten (10) days after the election of new Directors at such place and time as may be fixed by the new Directors at the meeting when they were elected.

4.8 Regular Meetings. After turnover of control, regular meetings of the Board shall be held at such time and place in Collier County, Florida, as shall be determined from time to time by the Directors. A regular meeting of the Board of Directors is any meeting held according to a regular weekly, monthly or other periodic schedule adopted from time to time by the Board. Notice of regular meetings shall be given to each Director, personally or by mail, telephone or telegram, at least ten (10) days before the day named for such meeting. At regular meetings any business of the Community Association may be transacted. If any Director elected by the Members shall be absent for any reason from three (3) consecutive regular meetings of the Board, the Board may, by vote of at least a majority of the whole Board taken at the next meeting, declare the office of said Director to be vacant, and may appoint a successor.

4.9 Special Meetings. Special meetings of the Board are all meetings other than the annual organizational meeting and regular meetings. Special meetings may be called by the President, the Secretary, or by a majority of the Directors. Not less than two (2) days notice of a special meeting shall be given to each Director, personally or by mail, facsimile, telephone or telegram, which notice shall state the time, place and purposes of the meeting. Business conducted at a special meeting shall be limited to the items specified in the notice of the meeting.

4.10 Waiver of Notice by Directors. Any Director may waive notice of a Board meeting before or after the meeting, and such waiver shall be deemed equivalent to the receipt of notice. Attendance at a meeting by any Director constitutes waiver of notice, unless that Director objects to the lack of notice at the beginning of the meeting.

4.11 Board Meetings; Notice to Members. A meeting of the Board of Directors occurs whenever a quorum of the Board gathers and conducts Community Association business. All meetings of the Board shall be open to all members, except as otherwise provided by law. Notice of all Board meetings shall be posted in a conspicuous place on the Community Association Common Areas at least seventy-two (72) hours in advance of a meeting, except in an emergency. An assessment may not be levied at a Board meeting unless the notice of the meeting includes a statement that assessments will be considered and the nature of such assessments. Any owner may tape-record or videotape meetings of the Board and meetings of the members. The Board may adopt reasonable rules governing the taping of meetings of the Board and the membership.

4.12 Quorum of Directors. A quorum at a Board meeting shall exist only when a majority of all Directors are present in person. Directors may not vote by proxy or secret ballots at Board meetings, except that secret ballots may be used in electing officers. Any Director has a right to participate in any meeting of the Board, or meeting of an executive or other committee, by means of a conference telephone call or similar communicative arrangement whereby all persons present can hear and speak to all other persons. Participation by such means shall be deemed equivalent to presence in person.

4.13 Vote Required. Except as otherwise required by law or the governing documents, the acts approved by a majority of the Directors present and voting at a duly called Board meeting at which a quorum exists shall constitute the acts of the Board of Directors.

4.14 Presumption of Assent. A Director who is present at a meeting of the Board shall be deemed to have voted in favor of the point of view that prevails on any question, unless he voted against such action or abstained from voting because of an asserted conflict of interest. The vote of each Director on each matter considered, including abstention because of an asserted conflict of interest, must be recorded in the minutes of the meeting.

4.15 Adjourned Meetings. The majority of the Directors present at any meeting of the Board, regardless of whether a quorum exists, may adjourn the meeting to be reconvened at a later time. When the meeting is reconvened, provided a quorum exists, any business that might have been transacted at the meeting originally called may be transacted without further notice.

4.16 The Presiding Officer. The President of the Community Association, or in his absence, the Vice-President, shall be the presiding officer at all meetings of the Board of Directors. If neither is present, the presiding officer shall be selected by majority vote of those present.

4.17 Compensation of Directors and Officers. Neither Directors nor officers shall receive compensation for their services as such. Directors and officers may be compensated for all actual and proper out-of-pocket expenses relating to the proper discharge of their respective duties.

4.18 Emergency Powers. In the event of an "emergency" as defined in Paragraph 4.18(G) below, the Board of Directors of the Community Association may exercise the emergency powers described in this Section, and any other emergency powers authorized by Sections 617.0207, and 617.0303, Florida Statutes (1997), as amended from time to time.

(A) The Board may name as assistant officers persons who are not Directors, which assistant officers shall have the same authority as the executive officers to whom they are assistant during the period of the emergency, to accommodate the incapacity of any officer of the Community Association.

(B) The Board may relocate the principal office or designate alternative principal offices or authorize the officers to do so.

(C) During any emergency the Board may hold meetings with notice given only to those Directors with whom it is practicable to communicate, and the notice may be given in any practical manner, including publication or radio. The Director or Directors in attendance at such a meeting shall constitute a quorum.

(D) Corporate action taken in good faith during an emergency under this Section to further the ordinary affairs of the Community Association shall bind the Community Association; and shall have the rebuttable presumption of being reasonable and necessary.

(E) An officer, Director or employee of the Community Association who acts in accordance with these emergency Bylaws with a reasonable belief that his actions are lawful shall incur no liability for doing so, except in the case of willful misconduct.

(F) The provisions of these emergency Bylaws shall supersede any inconsistent or contrary provisions of the Bylaws during the period of the emergency.

(G) For purposes of this Section, an "emergency" exists only during a period of time that the Community, or any larger geographic area in which the Community is located, is subjected to:

- (1) a state of emergency declared by law enforcement authorities;
- (2) a hurricane warning;
- (3) a partial or complete evacuation order;
- (4) designation by federal or state government as a "disaster area;" or
- (5) a catastrophic occurrence, whether natural or man-made, which seriously damages or threatens serious damage to the Community, such as an earthquake, tidal wave, fire, hurricane, tornado, war, civil unrest, or acts of terrorism.

4.19 Committee Meetings. The provisions of this Section 4 governing the calling and holding of Board meetings shall also apply to the meetings of committees, the ARB, and other similar bodies specified in

the Governing Documents, and to any committee or similar body appointed by the Board or any member thereof, or elected by the members, but only to the least extent required or permitted by law. This Section also applies to the meetings of any committee or other similar body when a final decision will be made regarding the expenditure of Community Association funds, and to any body vested with the power to approve or disapprove architectural decisions with respect to a specific parcel of residential property owned by a member of the Community.

5. OFFICERS.

5.1 Officers and Elections. The executive officers of the Community Association shall be a President, and one or more Vice-Presidents, who must be Directors of the Community Association, as well as a Treasurer and a Secretary, all of whom shall be elected annually by majority vote of the Board of Directors. Any officer may be removed, with or without cause, by vote of a majority of all Directors at any meeting. Any person except the President may hold two or more offices. The Board of Directors shall, from time to time, appoint such other officers, and designate their powers and duties, as the Board shall find to be required to manage the affairs of the Community Association. If the Board so determines, there may be more than one Vice-President.

5.2 President. The President shall be the chief executive officer of the Community Association; he shall preside at all meetings of the Members and Directors, shall be ex-officio a member of all standing committees, shall have general and active management of the business of the Community Association, and shall see that all orders and resolutions of the Board are carried into effect. He shall execute bonds, mortgages and other contracts or documents requiring the seal of the Community Association, except where such are permitted by law to be otherwise executed, and the power to execute is delegated by the Board of Directors to another officer or agent of the Community Association.

5.3 Vice-Presidents. The Vice-Presidents in the order of their seniority shall, in the absence or disability of the President, perform the duties and exercise the powers of the President; and they shall perform such other duties as the Board of Directors shall prescribe.

5.4 Secretary. The Secretary shall attend the meetings of the Board and meetings of the members, and shall record all votes and the minutes of all proceedings in a book or books to be kept for the purpose, and shall perform like duties for the standing committees when required. He shall give, or cause to be given, notice of all meetings of the members and of the Board of Directors, and shall perform such other duties as may be prescribed by the Board or the President. He shall keep in safe custody the seal of the Community Association and, when authorized by the Board, affix the same to any instrument requiring it. The Secretary shall be responsible for the proper recording of all duly adopted amendments to the Governing Documents. Any of the foregoing duties may be performed by an Assistant Secretary, if any has been designated.

5.5 Treasurer. The Treasurer shall have responsibility for the collection, safe-keeping, and disbursement of funds and securities of the Community Association, shall keep full and accurate accounts of receipts and disbursements in books belonging to the Community Association, and shall deposit all monies and other valuable effects in the name and to the credit of the Community Association in such depositories as may be designated by the Board of Directors, and prepare the budget for the Association. He shall disburse the funds of the Community Association, making proper vouchers for such disbursements, and shall render to the President and Directors, at the regular meetings of the Board, or whenever they may require it, an account of all transactions and of the financial condition of the

Community Association. Any of the foregoing duties may be performed by an Assistant Treasurer, if any has been designated.

6. ARCHITECTURAL REVIEW BOARD. The ARB provided for in Section 6 of the Community Declaration shall be selected, and conduct its affairs as provided in this Section.

6.1 Members; qualifications. Prior to the Turnover Meeting, the Architectural Review Board shall initially be composed of three (3) persons, all appointed and re-appointed, by the Declarant, who may replace these persons in the Declarant's sole discretion. These members may also be Directors of the Community Association. After the Turnover Meeting the Declarant-appointed persons shall resign, and the size of the ARB shall be increased to five (5) persons, who shall be selected as provided in Section 6.2 below. Except for those persons appointed by the Declarant, and except as otherwise provided in Section 6.5 below, no member of the ARB shall be a Director or an officer of the Community Association. Whenever possible and practical, one of the members should be, or have experience as, an architect, engineer, general contractor, or have professional expertise in building, landscaping, or architectural design.

6.2 Selection; Terms. Subsequent to the Turnover Meeting, the members of the ARB shall be appointed during December each year by the President of the Community Association, to serve terms of one year beginning on the next January 1. If a mid-term vacancy occurs for any reason, the President shall promptly appoint a successor to fill the unexpired term. Once appointed, members of the ARB may be removed only by vote of a majority of the voting interests, and not by the officers or Directors. There is no limit on the number of terms a person can be appointed to serve.

6.3 Compensation. The members of the ARB are entitled to reimbursement of all reasonable expenses incurred by them in the discharge of their duties. If approved by a majority of the whole Board of Directors, any or all members of the ARB may be compensated for their services.

6.4 Meetings. The ARB shall meet at least once during each calendar quarter, and otherwise at the call of the Chairman as necessary, to carry out its duties and functions. Written notice of meetings shall be provided to each Neighborhood Association at least one week in advance, and any owner wishing to appear before the ARB may do so. Special meetings may be called as needed by the Chairman.

6.5 Procedures, voting. A majority of the members of the ARB present in person at any duly called meeting shall constitute a quorum. All questions shall be decided by a majority of the entire Board. Where a question involves proposed changes to a Lot or Living Unit owned by a member of the ARB, that member shall be disqualified from participation in the proceedings, and his place shall be taken by the then President of the Community Association. If a proposed change is not approved, the reason(s) for disapproval shall be stated in writing. Minutes of all meetings of the ARB shall be kept in a business-like manner, and shall be available at reasonable times for inspection or photocopying by any owner. Copies of the plans and specifications for all approved changes and construction shall be kept for at least seven (7) years.

7. FISCAL MATTERS. The provisions for assessments and fiscal management of the Community Association set forth in the Community Declaration shall be supplemented by the following:

7.1 Depository. The Community Association shall maintain its funds in federally insured accounts at financial institutions doing business in the State of Florida designated from time to time by the Board.

Withdrawal of monies from such accounts shall be only by persons authorized by the Board. The Board may invest Community Association funds in interest-bearing accounts, money market funds, certificates of deposit, U.S. Government securities, and other similar investment vehicles, provided they are federally insured, are or backed by the full faith and credit of the United States.

7.2 Budget. The Board of Directors shall, at a November meeting each year, adopt an operating budget of general expenses for the next fiscal year. The budget must reflect the estimated revenues and expenses for that year and include provisions for the estimated surplus or deficit as of the end of the current year. The Association shall provide to each member a copy of the annual budget or a written notice that a copy of the budget is available upon request at no charge to the member. The proposed budget shall be detailed and shall show the amounts budgeted by accounts and expense classifications.

7.3 Reserves. The Board may establish in the annual budget one or more reserve accounts for contingencies, operating expenses, repairs, improvements, capital expenditures or deferred maintenance. The purpose of the reserves is to provide financial stability and to avoid the need for special assessments. The amounts proposed to be so reserved shall be shown in the proposed annual budgets each year. These funds may be spent only for purposes for which they were reserved, unless another use is approved by unanimous consent of the entire Board.

7.4 Fidelity bonds. The Treasurer, all other officers who are authorized to sign checks, and all other persons who handle, have access to, or custody of Community Association funds, shall be bonded in such amounts as determined by the Board of Directors, subject to any statutory requirements or limitations. The premiums on such bonds shall be paid by the Community Association.

7.5 Accounts and accounting procedures. The financial and accounting records of the Association, must be kept according to good accounting practices. All financial and accounting records must be maintained for a period of at least seven (7) years, and must, at a minimum, include:

- (A) Accurate, itemized, and detailed records of all receipts and expenditures.
- (B) A current account and a period statement of the account for each Lot and Living Unit, designating the name and current address of the record owner of legal title, the due date and amount of each assessment or other charge against the member, the date and amount of each payment on the account, and the balance due, if any.
- (C) All tax returns, financial statements, and financial reports of the Association.
- (D) Any other records of the Association that identify, measure, record or communicate financial information.

7.6 Financial reporting to members. Within ninety (90) days after the close of each fiscal year the Association shall cause to be prepared, by an independent certified accountant, annual financial statements which must be in the form of a review or an audit as determined by the Board. Within ten (10) business days after the financial statements are prepared, the Association shall provide each member either a copy, or a written notice that a copy is available upon request at no charge to the member.

7.7 Commingling of funds. All monies collected by the Community Association may be commingled, for investment purposes only, in a single fund, or divided into two or more funds, as determined by the Board of Directors. The books and records of the Community Association shall be kept in conformity to generally accepted accounting principles, and the audit and accounting guide for Common Interest

Realty Associations of the American Institute of Certified Public Accountants.

7.8 Fiscal year. The fiscal year of the Community Association shall coincide with the calendar year.

7.9 Payment of assessments. Annual assessments based on a adopted budget shall be payable annually in advance (due on January 1 of each year). Written notice of the annual assessment shall be sent to all owners at least thirty (20) days prior to the due date, but failure to send or receive such notice does not excuse the member from his obligation to make timely payment. By resolution, the Board may establish the place for payment, the method of payment, and a late payment fee. The Board may, in its discretion, decide to collect the annual assessment in two (2) equal semi-annual installments, due on January and July 1 of each year.

7.10 Special assessments. Special assessments may be levied by vote of a majority of the whole Board of Directors whenever deemed necessary by the Board to meet unbudgeted, emergency, non-recurring expenses, or cash flow shortfalls, or for any other purposes authorized by the Community Declaration or these Bylaws. A special assessment is due on the date specified in the resolution of the Board approving the assessment. The notice to the members that a special assessment has been levied must contain a statement of the purpose(s) of the assessment, and the funds collected must be spent for the stated purpose(s) or returned to the members in a manner consistent with law. The total of all non-emergency special assessments coming due in any fiscal year shall not exceed \$200 per Lot or Living Unit, unless approved in advance by at least a majority of the voting interests.

7.11 Estoppel information. Within fifteen (15) days after receiving a written request therefor from an owner, mortgage lender, closing agent, or purchaser of a Lot or Living Unit, the Community Association shall furnish a written statement signed by an officer or authorized agent of the Community Association certifying that all assessments and other charges then due from a Lot or Living Unit have been paid, or indicating the amounts then due or past due. Anyone other than the owner who relies upon this written statement shall be protected thereby.

8. TURNOVER OF CONTROL OF COMMUNITY ASSOCIATION.

8.1 Time of Turnover. Turnover of control of the Community Association occurs when the regular members first elect a majority of the Directors of the Community Association. Members other than the Declarant shall be entitled to assume control of the Association by electing at least a majority of the entire Board of Directors not later than ninety (90) days after the conveyance of title to at least ninety percent (90%) of the Lots and Living Units within Heritage Greens to owners other than a Builder. At that time the Directors appointed by the Declarant shall resign. The election shall occur at or in conjunction with a meeting of the members (the "Turnover Meeting").

8.2 Procedure for Calling Turnover Meeting. No less than sixty (60) days prior to the Turnover Meeting, the Community Association shall notify in writing all members of the date, time and place of the Turnover Meeting. At the Turnover Meeting the Directors elected by the members as further provided in Section 4.4 above, and all of the Directors previously appointed by the Declarant shall resign.

8.3 Early Turnover. The Declarant may turn over control of the Community Association to the members prior to the time for turnover set forth above, by causing all but one of its appointed Directors to resign, whereupon it shall be the affirmative obligation of the members to elect the other Directors and assume control of the Community Association. If at least sixty (60) days notice of Declarant's decision to cause its appointees to resign is given as described in Section 8.2 above, neither the Declarant, nor

such appointees shall be liable in any manner in connection with such resignations if the members refuse or fail to assume control.

8.4 Declarant Representative. The Declarant has a right, but not an obligation, to elect at least one member of the Board of Directors as long as the Declarant or any Builder is offering for sale in the ordinary course of business at least five percent (5%) of the Lots and Living Units in the Community. After the Declarant relinquishes control of the Association, their Declarant membership and voting rights shall cease to exist, but all of the other rights and privileges of Declarant, and all of the other rights and privileges of any Builder, as set forth elsewhere in the Governing Documents, shall continue as long as the Declarant or any Builder is offering any Lots or Living Units within Heritage Greens for sale in the ordinary course of business.

9. AMENDMENT OF BYLAWS. Amendments to these Bylaws shall be proposed and adopted in the following manner:

9.1 Proposal. Amendments to these Bylaws may be proposed either by resolution of the Board of Directors, or by a petition to the Board signed by the voting representatives of at least twenty-five percent (25%) of the voting interests of the regular members of the Community Association. Once so proposed, the amendments shall be submitted to a vote of the members no later than the next annual meeting for which notice can still properly be given.

9.2 Vote Required. Except as otherwise provided by law, or by specific provision of the Governing Documents, a proposed amendment to these Bylaws shall be adopted if it is approved by at least two-thirds (2/3rds) of the voting interests of each class of members present and voting in person or by proxy at any meeting of the members called for the purpose. In the alternative, a proposed amendment may be adopted by the procedure set forth in Section 3.11 above dealing with actions by the members without a meeting.

9.3 Amendment by Board. Until the turnover of control as described in Section 8.1 above, the Board of Directors, by majority vote, may unilaterally amend these Bylaws in any manner it deems advisable, including, but not limited to, amendments to correct errors or conform the Bylaws to any applicable statute or local ordinance. Such amendments shall not require consent of the members.

9.4 Certificate; recording; effective date. A copy of each approved amendment shall be attached to a certificate reciting that the amendment was duly adopted, which certificate shall be duly executed by the President or Vice-President of the Community Association. The certificate must identify the book and page of the Official Records of the County where the Community Declaration was originally recorded. The amendment becomes effective when the certificate and the copy of the amendment are so recorded.

10. MISCELLANEOUS.

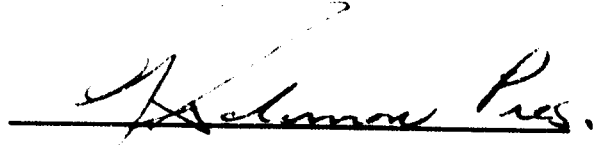
10.1 Gender; number. Whenever a masculine or singular pronoun is used in these Bylaws, it shall be construed to include the masculine, feminine or neuter; singular or plural, as the context requires.

10.2 Severability. Should any portion hereof be void or become unenforceable, the remaining provisions of the instrument shall remain in full force and effect.

10.3 Conflict. If any irreconcilable conflict should exist, or hereafter arise, with respect to the interpretation of these Bylaws and the Community Declaration or the Articles of Incorporation of the Community Association, the provisions of the Community Declaration or Articles of Incorporation shall prevail over the provisions of these Bylaws.

The foregoing constitute the first Bylaws of Heritage Greens Community Association, Inc., and are duly adopted by the Board of Directors.

Date: Aug 1, 1997


(CORPORATE SEAL)

