PHEASANT HOLLOW AT HUNTERS RIDGE A CONDOMINIUM REVISED 3.05

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PHEASANT HOLLOW AT HUNTERS RIDGE,
A CONDOMINIUM

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PROSPECTUS

FOR

PHEASANT HOLLOW AT HUNTERS RIDGE, A CONDOMINIUM

1. **THIS PROSPECTUS (OFFERING CIRCULAR) CONTAINS IMPORTANT MATTERS TO BE CONSIDERED IN ACQUIRING A CONDOMINIUM UNIT.**

2. **THE STATEMENTS CONTAINED HEREIN ARE ONLY SUMMARY IN NATURE. A PROSPECTIVE PURCHASER SHOULD REFER TO ALL REFERENCES, ALL EXHIBITS HERETO, THE CONTRACT DOCUMENTS AND SALES MATERIALS.**

3. **ORAL REPRESENTATIONS CANNOT BE RELIED UPON AS CORRECTLY STATING THE REPRESENTATIONS OF THE DEVELOPER. REFER TO THIS PROSPECTUS (OFFERING CIRCULAR) AND ITS EXHIBITS FOR CORRECT REPRESENTATIONS.**

SUMMARY

Parker Hunters Ridge, LLC, a Florida limited liability company (the "Developer"), has caused this Prospectus to be prepared pursuant to Chapter 718 of the Florida Statutes. Developer urges each prospective Purchaser of a Condominium Unit in Pheasant Hollow at Hunters Ridge, a Condominium (the "Condominium"), to review this Prospectus and the exhibits hereto carefully and to seek legal advice regarding any portion of the Prospectus that is not completely understood. Developer directs your attention to the following statements, all of which are important matters to be considered in acquiring a unit in the Condominium:

1. **PHEASANT HOLLOW AT HUNTERS RIDGE IS BEING CREATED AND SOLD IN FEE SIMPLE INTERESTS.**

2. **UNIT OWNERS ARE REQUIRED, AS A CONDITION OF UNIT OWNERSHIP, TO BE MEMBERS OF THE HUNTERS RIDGE COMMUNITY ASSOCIATION, INC., A NOT-FOR-PROFIT CORPORATION (HEREINAFTER "MASTER ASSOCIATION"). ASSOCIATED WITH MEMBERSHIP IN PHEASANT HOLLOW CONDOMINIUM ASSOCIATION, INC., AND OWNERSHIP OF A UNIT IN THE PHEASANT HOLLOW AT HUNTER'S RIDGE COMMUNITY, IS MANDATORY MEMBERSHIP IN THE MASTER ASSOCIATION CREATED FOR THE PURPOSE OF ENFORCING THE PROVISIONS OF THE MASTER DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR HUNTERS RIDGE (HEREINAFTER "MASTER DECLARATION"). UNIT OWNERS ARE REQUIRED TO PAY THEIR SHARE OF THE COSTS AND EXPENSES OF MAINTENANCE, MANAGEMENT, UPKEEP, REPLACEMENT, RENT AND FEES AS PROVIDED IN THE MASTER DECLARATION.**

3. **THERE IS A LIEN OR LIEN RIGHT AGAINST EACH UNIT TO SECURE THE PAYMENT OF ASSESSMENTS OR OTHER EXACTIONS COMING DUE FOR THE USE, MAINTENANCE, UPKEEP OR REPAIR OF THE RECREATIONAL OR COMMONLY USED FACILITIES. THE UNIT OWNER'S FAILURE TO MAKE THESE PAYMENTS MAY RESULT IN FORECLOSURE OF THE LIEN.**

4. **THE FACILITIES OWNED, OPERATED AND MAINTAINED BY THE MASTER ASSOCIATION MAY BE EXPANDED OR ADDED TO WITHOUT THE CONSENT OF THE UNIT OWNERS OR OF THE MASTER ASSOCIATION.**

5. **THE UNITS MAY BE TRANSFERRED SUBJECT TO A LEASE.**

6. **THE DEVELOPER HAS THE RIGHT TO RETAIN CONTROL OF THE PHEASANT HOLLOW CONDOMINIUM ASSOCIATION, INC., AFTER A MAJORITY OF THE UNITS HAVE BEEN SOLD.**

7. **THE SALE, LEASE OR TRANSFER OF UNITS IS RESTRICTED OR CONTROLLED.**

8. **THERE IS A CONTRACT FOR THE MANAGEMENT OF THE CONDOMINIUM PROPERTY.**

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LIST OF EXHIBITS

1. Declaration of Condominium of Pheasant Hollow at Hunters Ridge, a Condominium, and its exhibits:

   A. Legal Description for Declaration

   B. Plot Plan and Survey Exhibits for Declaration

   C. Articles of Incorporation of Pheasant Hollow Condominium Association, Inc.

   D. By-Laws of Pheasant Hollow Condominium Association, Inc.

2. Master Declaration of Covenants, Conditions, Restrictions and Easements for Hunters Ridge Community Association, Inc., and its exhibits

3. Estimated Operating Budget for Pheasant Hollow Condominium Association, Inc.

4. Estimated Operating Budget for Hunters Ridge Community Association, Inc.

5. Agreement for Purchase and Sale of Condominium Unit

6. Escrow Agreement

7. Question and Answer Sheet

8. Evidence of Developer's Interest in Land

9. Receipt for Condominium Documents

10. Management Agreement

11. Brochure

PROSPECTUS TEXT

Section 1. Description of Pheasant Hollow at Hunters Ridge, a Condominium.

1.1 The name of the Condominium is Pheasant Hollow at Hunters Ridge, a Condominium (the "Condominium"). The Condominium is located on Hunters Ridge Drive in Lee County, Florida.

1.2 The Developer presently intends to develop the Condominium.

1.3 The number of units in each building are as shown on Exhibit "B" to the Declaration of Condominium of Pheasant Hollow at Hunters Ridge, a Condominium (the "Declaration"), which is attached hereto as Exhibit "1." The number of residential buildings contained within the Condominium shall be ten (10). There shall be four (4) units in each building. Twenty (20) units shall be two (2) bedrooms, with a den, and two (2) bathrooms or three (3) bedrooms and two (2) bathrooms. Twenty (20) units shall be three (3) bedrooms, with a den, and two (2) bathrooms or four (4) bedrooms and two (2) bathrooms. The minimum and maximum air conditioned square footages of the units are 1,647 square feet and 2,150 square feet, respectively. The number of units that will use the Common Elements and facilities in the Condominium shall be forty (40). A copy of the Plot Plan and Survey of the Condominium is attached to the Declaration as Exhibit "B."

1.4 The estimated date of the completion of the Condominium is November 1, 2009.

Section 2. The Condominium is Created and Being Sold as Fee Simple Interest.

Section 3. Recreational Facilities.

3.1 There shall be an unheated pool, one men's and one women's handicapped accessible restroom housed in a cabana building, and five (5) parking spaces and one (1) handicapped parking space in the area of the pool ("Recreational Facilities") designated for use by Owners, Guests, tenants, and the family members of an Owners. The copy of the Plot Plan and Survey of the Condominium attached to the Declaration as Exhibit "B" shows the location of the Recreational Facilities.

3.2 The estimated date of the completion of the Recreational Facilities is November 1, 2009.

Section 4. Membership in the Master Association.

4.1 **UNIT OWNERS ARE REQUIRED, AS A CONDITION OF UNIT OWNERSHIP, TO BE MEMBERS OF THE HUNTERS RIDGE COMMUNITY ASSOCIATION, INC., A NOT-FOR-PROFIT CORPORATION (HEREINAFTER "MASTER ASSOCIATION"). ASSOCIATED WITH MEMBERSHIP IN PHEASANT HOLLOW CONDOMINIUM ASSOCIATION, INC., AND OWNERSHIP OF A UNIT IN THE PHEASANT HOLLOW AT HUNTER'S RIDGE COMMUNITY, IS MANDATORY MEMBERSHIP IN THE MASTER ASSOCIATION CREATED FOR THE PURPOSE OF ENFORCING THE PROVISIONS OF THE MASTER DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR HUNTERS RIDGE (HEREINAFTER "MASTER DECLARATION"). UNIT OWNERS ARE REQUIRED**

TO PAY THEIR SHARE OF THE COSTS AND EXPENSES OF MAINTENANCE, MANAGEMENT, UPKEEP, REPLACEMENT, RENT AND FEES AS PROVIDED IN THE MASTER DECLARATION.

For further information, see Section 10 of the Declaration and Article III of the Master Declaration.

4.2 **THERE IS A LIEN OR LIEN RIGHT AGAINST EACH UNIT TO SECURE THE PAYMENT OF ASSESSMENTS OR OTHER EXACTIONS COMING DUE FOR THE USE, MAINTENANCE, UPKEEP OR REPAIR OF THE RECREATIONAL OR COMMONLY USED FACILITIES AND COMMON AREAS. THE UNIT OWNER'S FAILURE TO MAKE THESE PAYMENTS MAY RESULT IN FORECLOSURE OF THE LIEN.**

For further information, see Section 10 of the Declaration, and Article VII of the Master Declaration.

4.3 **THE FACILITIES OWNED, OPERATED AND MAINTAINED BY THE MASTER ASSOCIATION AY BE EXPANDED OR ADDED TO WITHOUT THE CONSENT OF THE UNIT OWNERS, THE PHEASANT HOLLOW CONDOMINIUM ASSOCIATION, INC., OR THE MASTER ASSOCIATION.**

4.4 Pursuant to Section 718.103(2), Florida Statutes, should the Master Association's residential membership be composed exclusively of condominium Unit Owners or their elected representatives, the Pheasant Hollow Condominium Association, Inc., would be subject to the jurisdiction of Chapter 718, Florida Statutes and the rules promulgated thereunder, notwithstanding language to the contrary contained herein. These requirements include, but are not limited to, provisions regarding assessments, access to association records, financial reporting, voting, membership, meetings and turnover of control of the Pheasant Hollow Condominium Association, Inc., to Unit Owners other than the Developer.

4.5 The roadway passing through the Condominium, named H.A.S. Street, is owned and maintained by the Master Association. Unit Owners right to use H.A.S. Street is provided pursuant to the Master Declaration.

Section 5. Developer Leasing.

The Developer does not presently plan to lease any units in the Condominium, rather than sell them; however, Developer expressly reserves the right to lease any units it owns, if it so determines.

THE UNITS MAY BE TRANSFERRED SUBJECT TO A LEASE.

Section 6. Management of Condominium and Other Commonly used Facilities.

THERE IS A CONTRACT FOR THE MANAGEMENT OF THE CONDOMINIUM PROPERTY WITH BBA DEVELOPMENT CORP.

An executed copy of the Management Contract is attached to the Prospectus as Exhibit "10." Pheasant Hollow Condominium Association, Inc., has entered into a contract for professional management with BBA Development Corp. The contract will terminate upon thirty (30) days notice after Developer turns over control of Pheasant Hollow Condominium

Association, Inc., Management fees are $1.00 per month per Unit, for the Condominium. The nature of the services provided are detailed in Exhibit 10 and shall be the complete management of Pheasant Hollow Condominium Association, Inc., matters, including maintenance and fiscal matters.

Section 7. Control of the Condominium Association.

7.1 **THE DEVELOPER HAS THE RIGHT TO RETAIN CONTROL OF THE PHEASANT HOLLOW CONDOMINIUM ASSOCIATION, INC., AFTER A MAJORITY OF THE UNITS HAVE BEEN SOLD.**

See Article XII of the By-Laws of Pheasant Hollow Condominium Association, Inc. (the "By-Laws").

7.2 The Directors of Pheasant Hollow Condominium Association, Inc., designated by the Developer shall be replaced by Directors elected by Unit Owners other than the Developer in accordance with the applicable provisions of Chapter 718 of the Florida Statutes and Article XII of the By-Laws.

Section 8. Restrictions on Use of Units and Common Elements and on the Sale and Leasing of Units.

8.1 The Sale, Lease or Transfer of Units Is Restricted or Controlled.

Please refer to Sections 13 and 14 of the Declaration.

8.2 Each unit at the Condominium shall be used only as a single-family residence, except that the Developer has reserved the right to use any of the units owned or leased by the Developer for a sales model or sales office.

8.3 Pursuant to Section 12 of the Declaration, there is no restriction on occupancy by children; however, children must be closely supervised at all times by an adult.

8.4 Pursuant to Section 12.20 of the Declaration, the Owners of each unit may keep two (2) pets of a domesticated household type in the unit. The pets must be leashed at all times while on the Condominium property outside of the Unit. The Board of Directors is empowered to order and enforce the removal of any pet which becomes a reasonable source of annoyance to the residents of the Condominium. No reptiles, amphibians or livestock may be kept in the unit.

Section 9. Utilities and Other Services.

At the Condominium water services will be supplied by Bonita Springs Utilities. Sanitary sewer service will be supplied by Hunters Ridge Utilities. Electric service will be supplied by Florida Power and Light Company. Telephone service may be supplied by Sprint and cable television may be supplied by Comcast. Storm water drainage will be accomplished by surface runoff into a collection system drainage. Trash and garbage collection service will be supplied by Lee County. The utilities and other services set forth in this Section 9 are provided to the Owner at the Owner's expense.

Section 10. Apportionment of Common Expenses and Ownership of Common Elements.

The Owner of each Unit will own an undivided interest in the Common Elements and common surplus of the Condominium (expressed as a fractional share) and shall be obligated for an identical fractional share of the common expenses. Each Unit's fractional interest in the Common Elements and fractional share of the common expenses is equal. The Unit Owner's individual share in the Common Elements, expenses and surplus shall be 1/40.

Section 11. Operating Budgets.

Attached hereto as Exhibits "3" and "4" are the estimated operating budgets for Pheasant Hollow Condominium Association, Inc., and the Master Association, respectively. The Budgets are subject to change at any time. Under the terms and conditions set forth in Section 21.5 of the Declaration, the Developer is obligated to pay the difference between Common Expenses for Pheasant Hollow Condominium Association, Inc., and sums collected from Unit Owners other than Developer.

Section 12. Sales Commission.

The Developer will pay the sales commission, if any, of the on-premises sales agents employed by the Developer in connection with the sale of the units. The Purchaser will be responsible for the commission of any other broker or salesman with whom Purchaser may have dealt unless Developer otherwise agrees in writing.

Section 13. Background of Developer.

The Developer of the Condominium is Parker Hunters Ridge, LLC, a Florida limited liability company. John Reisman, Manager of the limited liability company, is primarily responsible for directing the construction of the Condominium and sale of the Units. The Developer has developed a portion of Fox Run (including 20 twin villas), a portion of Arbor Cover, Blue Heron Pass and Silverthorn (including 70 single family homes), and Grand Pines II at Hunters Ridge, a Condominium (including 16 condominiums). Mr. Reisman, or companies in which he was an officer, have developed a number of condominium projects, including Cypress Cove at Pelican Strand, a Condominium, Feather Sound at Pelican Strand, a Condominium, Clubside I at Pelican Strand, a Condominium, Clubside II at Pelican Strand, a Condominium, Wedge Wood I at Pelican Strand, a Condominium, Wedge Wood II at Pelican Strand, a Condominium, and Pinnacle I at The Strand, a Condominium, all located in Collier County, Florida; and Oakwood I at Grandezza, a Condominium, Oakwood II at Grandezza, a Condominium, Sabal Palm I at Grandezza, a Condominium, Sabal Palm II at Grandezza, a Condominium, Sabal Palm III at Grandezza, a Condominium, Mastique I, a Condominium and Mastique II, a Condominium, all located in Lee County, Florida.

Section 14. Closing Expenses.

The following is a partial schedule of the estimated closing expenses, if applicable, to be paid by a Purchaser of a Unit at the Condominium (in addition to the purchase price of the unit itself):

- Attorney's fees - Lender and Purchaser

- Closing Fee of 1 ½ % of gross Purchase Price
- Premium for Insurance, i.e., hazard, liability, flood
- Real Property taxes prorated at and due after closing
- Working capital contributions to the Pheasant Hollow Condominium Association, Inc.
- Working capital contributions to Hunters Ridge Community Association, Inc.
- Pro rata share of quarterly assessments to Pheasant Hollow Condominium Association, Inc.
- Pro rata share of quarterly assessments to Master Association
- Service fee (or Origination Fee) on any new mortgage
- Documentary Stamps on new Promissory Note ($.35 per $100.00, subject to change)
- Recording charge for Mortgage
- Intangible Tax on new mortgage ($2.00 per $1,000.00, subject to change)
- Credit Report
- Mortgagee Title Insurance
- Mortgage Insurance
- Loan charges including discount points or loan points
- Appraisal fee
- Escrows (pre-payment of real property taxes and insurance)
- Survey charges
- Pro-rated interest
- Miscellaneous closing services costs, including, but not limited to, water/sewer hook-up fee, utility deposits, Florida Power & Light start-up installation, telephone, photocopy and express mail charges.

The Developer will provide to the Purchaser, at Developer's expense, an Owner's policy of title insurance. The Developer is not obligated to provide Purchaser with an abstract of title or a mortgagee title insurance policy.

Section 15. Easements.

Other than as described in the Declaration of Condominium, the Master Declaration, and the Access and Utility easement, no additional easements will be located on the condominium property without action by the Pheasant Hollow Condominium Association, Inc.

Section 16. General.

The Developer emphasizes that it does not intend by this Prospectus to limit in any way (nor shall anything in this Prospectus be construed or operate to so limit in any way) Developer's right to seek such amendments to or modifications of any approved plan for the development of the Condominium. The Developer specifically reserves the right to assign, sell, transfer, give, grant, convey, or develop (at any time and from time to time as Developer shall determine) any portion of the Condominium, which Developer owns, or Developer's entire interest in the Condominium.

The foregoing is not intended to present a complete summary of all of the provisions of the various documents referred to herein, but does contain a fair summary of certain provisions of said documents. Statements made as to provisions of such documents are qualified in all respects by the content of such document.

EXHIBIT 1

DECLARATION OF CONDOMINIUM

This Instrument Prepared By
and Return To:
Stephen J. Mitchell, Esquire
Squire Sanders & Dempsey, LLP
One Tampa City Center, Suite 2100
Tampa, Florida 33601
Telephone (813) 202-1300

DECLARATION OF CONDOMINIUM OF PHEASANT HOLLOW AT HUNTERS RIDGE, A CONDOMINIUM

This Declaration of Condominium of Pheasant Hollow at Hunters Ridge, a Condominium (the "Declaration"), is made this 21st day of October, 2004, by, Parker Hunters Ridge, LLC, a Florida limited liability company, hereinafter called the "Developer," for itself and its successors, grantees and assigns.

WHEREIN the Developer makes the following declarations:

PLAN OF DEVELOPMENT. Pheasant Hollow at Hunters Ridge, a Condominium, is located within a development project known as Hunters Ridge. All of the property located in Hunters Ridge is subject to certain restrictions and regulations as provided in the Master Declaration of Covenants, Conditions and Restrictions for Hunters Ridge recorded at O.R. Book 2003, Page 4209 in the Public Records of Lee County, Florida, on July 18, 1988; as assigned pursuant to the Assignment and Acceptance recorded at O.R. Book 2224, Page 3605 in the Public Records of Lee County, Florida, on May 31, 1991; as amended by that Certain First Amendment to Master Declaration of Covenants, Conditions and Restrictions recorded at O.R. Book 2262, Page 2292 in the Public Records of Lee County, Florida, on December 5, 1991; as amended by that certain Second Amendment to Master Declaration of Covenants, Conditions and Restrictions recorded at O.R. Book 3540, Page 2998 in the Public Records of Lee County, Florida, on December 14, 2001; as amended by that certain Third Amendment to Master Declaration of Covenants, Conditions and Restrictions recorded at O.R. Book 2943, Page 2282 in the Public Records of Lee County, Florida, on April 7, 1998; as supplemented by that certain Supplemental Declaration recorded at O.R. Box 2983, Page 465 in the Public Records of Lee County, Florida, or July 8, 1998; and as supplemented by that certain Supplemental Declaration recorded at O.R. Book 3047, Page 1139 in the Public Records of Lee County, Florida, on December 18, 1998, herein collectively referred to as the "Master Declaration."

The Master Declaration provides that each Owner or owner of a single family home, town home, villa or condominium located in Hunters Ridge shall assess and collect assessments established by the Hunters Ridge Community Association, Inc., herein referred to as the "Master Association," which is a Florida not-for-profit corporation formed for the purpose of enforcing the provisions of the Master Declaration. The assessments established by the Master Association are used for the improvement, maintenance, enhancement and operation of the Master

Association property, which property includes the roadway running through the Condominium named H.A.S. Street, and to provide services which the Master Association is authorized or required to provide, including, but not limited to, the payment of taxes and insurance on the Master Association property, construction of improvements, repair or replacement of Master Association property, and for such other purpose reasonably related to the carrying out of the authorized functions and purposes of the Master Association. The amount of the assessments is set by the Board of Directors of the Master Association and the assessments are allocated among each Owner or owner of a single family home, town home, villa or condominium located in Hunters Ridge.

1. **THE LAND**. The Developer owns title in fee simple to certain real property located in Lee County, Florida, as more particularly described in Exhibit "A" attached hereto (the "Land"). Developer acquired title by Warranty Deeds recorded in O.R. Book _____ page _____; of the Public Records of Lee County, Florida.

2. **SUBMISSION STATEMENT**. The Developer hereby submits the land as described on Exhibit "A" and all improvements erected thereon, all easements, rights and appurtenances belonging thereto, and all other property, real, personal or mixed, located thereon and intended for use in connection therewith, to the condominium form of ownership and use in the manner provided by Chapter 718, Florida Statutes (the "Condominium Act"), as it exists on the date hereof, excluding therefrom all public utility installations, cable television lines, water and sewer lines and other similar equipment owned by the utility or entity furnishing services to the Condominium.

This Condominium and this Declaration shall be subject to the Master Declaration, the Articles and the By-Laws of the Hunters Ridge Community Association, Inc., as may be amended from time to time.

3. **NAME**. The name by which this Condominium shall be identified is Pheasant Hollow at Hunters Ridge, a Condominium (the "Condominium").

3.1 Applicability of Declaration of Condominium. The covenants and restrictions contained in this Declaration shall run with the land and be binding upon and inure to the benefit of all present and future owners of Condominium Units. The acquisition of title to a Unit or any interest in the Condominium Property, or the lease, occupancy, or use of any portion of the Condominium Property, shall constitute an acceptance and ratification of all provisions of this Declaration and an agreement to be bound by its terms.

3.2 Construction. The provisions of this Declaration shall be liberally construed to effectuate the purposes of creating a uniform plan of condominium ownership.

4. **DEFINITIONS**. The terms used in this Declaration and its exhibits shall have the meanings stated below and in Chapter 718, Florida Statutes, unless the context otherwise requires. Whenever the singular is used, it shall include the plural, use of the plural shall include the singular, and the use of any gender shall include all genders.

4.1 "Assessment" means a share of the funds required for the payment of Common Expenses, which from time to time is assessed against a Unit or the Owner of a Unit.

4.2 "Association Property" means all real or personal property owned by the Association or leased by the Association and not part of the Common Elements. Association Property excludes the roadway passing through the Condominium, named H.A.S. Street, as such roadway is owned by the Master Association.

4.3 "Association" means the Pheasant Hollow Condominium Association, Inc., a Florida Corporation, not-for-profit, which is the entity responsible for the operation of the Condominium.

4.4 "Board of Directors" or "Board" means the representative body that is responsible for the administration of the Association, and is the same body referred to in the Condominium Act as the "Board of Administration."

4.5 "By-Laws" means the By-Laws of the Association, as they are amended from time to time.

4.6 "Common Elements" means the portions of the Condominium Property not included in the Units as defined in Florida Statute 718.108, including the land, all parts of the improvements which are not included within the Units, all easements, and installments for the furnishing of services to more than one Unit or to the Common Elements, an easement for support in every portion of a Unit which contributes to the support of a building and any other parts of the Condominium Property designated as Common Elements in the Declaration or any recorded exhibits thereto, which shall include, but not be limited to: (i) all improvements and equipment located within the Common Elements, including, without limitation, signage, swales and berms, structures, lighting, landscaping, and pedestrian paths; (ii) any lakes, retention areas or other water bodies within the Common Elements, including subsurface drainage systems; and (iii) any pool, restroom, parking facilities, or other recreational facility designated Common Elements in this Declaration. The Declarant hereby dedicates as Common Elements the property shown on Exhibit "B" attached hereto and incorporated herein by reference and the property shall be maintained by the Association as set forth herein.

4.7 "Common Expenses" means all expenses properly incurred by the Association in the performance of its duties, as set forth further in Section 10.1 of this Declaration.

4.8 "Common Surplus" means the amount of all receipts or revenues, including Assessments, rents or profits collected by the Association that exceeds Common Expenses.

4.9 "Condominium Documents" means and includes this Declaration of Condominium for Pheasant Hollow at Hunters Ridge, a Condominium, and all recorded exhibits thereto, as amended from time to time.

4.10 "Condominium Parcel" means a Unit, together with the undivided share in the Common Elements that is appurtenant to the Unit.

4.11 "Condominium Property" or "Property" means the lands and personal property subject to the condominium form of ownership, whether or not contiguous and all improvements thereon and all easements and rights appurtenant thereto.

4.12 "Declarant" or "Developer" shall mean and refer to Parker Hunters Ridge, LLC, a Florida limited liability company, its successors and assigns. It shall not include any person or entity who purchases a Condominium Unit from Parker Hunters Ridge, LLC, unless such purchaser is specifically assigned some or all rights of Parker Hunters Ridge, LLC, by a separately recorded instrument.

4.13 "Family" means two or more persons, each of whom is related to each of the others by blood, marriage, or adoption, or not more than two persons not so related who reside together as a single housekeeping unit.

4.14 "Fixtures" mean those items of tangible personal property which by being physically annexed or constructively affixed to the Unit have become accessory to it and are part and parcel of it, including, but not limited to, interior partitions, walls, appliances which have been built in or permanently affixed, and plumbing fixtures. Fixtures do not include wall, floor or ceiling coverings.

4.15 "Guest" means any person who is physically present in, or occupies a Unit at the invitation of the Owner or Occupant without the payment of consideration or rent.

4.16 "Institutional First Mortgagee" shall mean and refer to the holder of a first mortgage against a Unit which holder is a bank, savings and loan association, real estate or mortgage investment trust, pension or profit sharing trust, the Federal Housing Administration, the Veterans Administration, any agency of the United States of America; or any entity recognized in the community as an institutional lender. The mortgage may be placed through and closed in the name of a mortgage broker.

4.17 "Lease" means the grant by a Unit Owner of a temporary right of use of the Owner's Unit for a valuable consideration.

4.18 "Limited Common Elements" means those portions of the Common Elements that are reserved for the use of a particular Unit or Units to the exclusion of all other Units.

4.19 "Master Association" shall mean and refer to the Hunters Ridge Community Association, Inc.

4.20 "Master Community" shall mean and refer to the real property encumbered by the Master Declaration.

4.21 "Master Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions for Hunters Ridge, as amended, as described in the "Plan of Development" section at the beginning of this Declaration.

4.22 "Member" shall mean and refer to all those Owners who are members of the Association.

4.23 "Occupant" when used in connection with a Unit, means any person who is physically present in a Unit on two or more consecutive days, including staying overnight.

4.24 "Official Records" shall mean those records that the Association maintains as is required by applicable law, including, but not limited to Section 718.111(12), Florida Statutes.

4.25 "Primary Occupant" shall mean the natural person approved for occupancy when title to the Unit is held in the name of a trustee, a corporation, or other entity which is not a natural person.

4.26 "Survey and Architectural Exhibits" means the Surveyor's Certificate, the legal descriptions of and survey of the Land, including the Common Elements; graphic descriptions of improvements and plot plans thereof; and floor plans of each type of Unit on the Land, all of which are attached as a part of Exhibit "B" attached hereto and incorporated herein by reference, including, without limitation, any amendments thereof.

4.27 "Unit Owner" or "Owner" means the record owner of a fee simple interest in a Condominium Parcel.

4.28 "Unit" or "Condominium Unit" shall mean and refer to a part of the Condominium Property which is subject to exclusive ownership. The Developer reserves the right to combine two or more Units into one Unit by modifying or eliminating the walls between Units. However, any Units which have been combined shall continue to be treated as separate Units for purposes of allocating assessments and votes of Unit Owners.

5. SURVEY, PLOT PLAN, GRAPHIC DESCRIPTION AND IDENTITY OF UNITS.

5.1 Survey and Architectural Exhibits. The Survey Exhibits attached hereto and made a part of this Declaration include the following in Exhibit "B": plot plan, survey, graphic description, unit floor plans, parking plans and legal description of the Condominium.

All of the above are hereinafter referred to as the "Survey and Architectural Exhibits."

Exhibit "B" is in sufficient detail to identify the location, dimensions and size of each Unit and the location of the Common Elements and Limited Common Elements. Accordingly, the Condominium, as represented in the Survey and Architectural Exhibits, has been certified by a Florida Registered Land Surveyor indicating statutory compliance with Section 718.104(4)(e), Florida Statutes.

5.2 Unit Identification. The Condominium Property consists of the land described in Exhibit "A" attached hereto together with the buildings and other improvements constructed thereon, which includes the Units, Common Elements and Limited Common Elements. Exhibit "B" to this Declaration sets forth the building floor plans for the different types of Units in the Condominium. The Condominium contains forty (40) Units, each one of which is declared to be a Unit, and each Unit is designated by a one digit number identifying the building, together with a one digit number identifying first or second floor, together with a two digit number identifying the Unit, as shown on Exhibit "B."

The aforesaid numbers of each building, together with the two-digit identifying number, shall legally identify that Unit. Each Unit, together with all appurtenances thereto, shall, for all purposes, constitute a separate parcel of real property which may be owned in fee simple and which may be conveyed, transferred or encumbered in the same manner as any other parcel of real property, subject only to the provisions of the Condominium Documents and easements, restrictions, reservations and limitations of record.

5.3 Unit Boundaries. Each Unit shall include that part of the building that lies within the following boundaries:

(a) Upper and Lower Boundaries. The upper and lower boundaries of the Unit shall be the following boundaries extended to their planar intersections with the perimetrical boundaries.

(i) Upper Boundaries. The upper boundary shall be the unfinished lower surface of the ceiling.

(ii) Lower Boundaries. The horizontal plane of the unfinished upper surface of the concrete floor of the Unit.

(b) Perimetrical Boundaries. The perimeter boundaries of the Unit shall be the vertical planes of the unfinished exterior surface of the plasterboard walls bounding the Unit, as shown on the Condominium plot plan, extended to their planar intersections with each other and with the upper and lower boundaries.

(c) Apertures. Where there are apertures in any boundary, including, but not limited to, windows and doors, the Unit boundaries shall extend to and include such window or door, including all frameworks thereof. Owners may not change the appearance of any item visible from outside the Unit without Association approval.

(d) Screened Balconies or Open Terraces. Any screened balcony or open terrace, attached to and serving exclusively one Unit, shall be a part of that Unit. The Unit Owner shall be responsible for cleaning and care of the screened balcony or open terrace. No screened balcony or open terrace may be carpeted, covered or enclosed in any way without the approval of the Association. The maintenance, repair or replacement and insurance of any floor coverings permitted by the Association shall be the responsibility of the Unit Owner. The Unit Owner may not change the original color of the screened balcony or open terrace, nor change the screened balcony or open terrace in any way which is visible from the Common Elements or other Units without the prior written consent of the Association. The Association shall have the right to require Unit Owners to remove or screen from view any items placed on a screened balcony or open terrace, at the Association's discretion. Additionally, Unit Owners are prohibited from storing or temporarily placing any propane tanks or gas grills within any screened balconies or open terraces.

(e) Additional Items Included with Units. All of the following items are included with each Unit (some of which may not necessarily be provided to Owners by the Developer), if such items are wholly or partially located within a Unit and designed and installed to serve only such Unit:

(i) All non-load bearing walls and partitions, doors, door frames, door hardware, and window panes;

(ii) All kitchen equipment and fixtures, including without limitation, ovens, refrigerators, freezers, sinks, ranges, cabinets, dishwashers, exhaust fans and waste disposal units;

(iii) All bathroom, lavatory and plumbing fixtures and equipment, including, without limitation, sinks, tubs, showers, toilets, vanities, exhaust fans, and medicine cabinets;

(iv) All electrical and lighting fixtures, including, without limitation, outlets, switches, lamps, bulbs, outlet boxes, switch boxes, telephone outlets, circuit breakers, and circuit breaker panels;

(v) All clothes washers, clothes dryers, water heaters, heating equipment, and air conditioning equipment, which serve each Unit;

(vi) All floor and wall covering, including, without limitation, carpeting, tiling, wallpaper and paint;

(vii) All piping, ducts, wiring, cables and conduits of any kind or type serving only the particular Unit.

(viii) All windows, including window frames and window glass, screens, or other transparent or translucent material, and all doors, including all hardware, casings and framings therefore, shall be a part of the Unit.

(f) Exceptions. In any case of conflict or ambiguity, the survey and plot plans set forth on Exhibit "B" hereto shall control in determining the boundaries of a Unit. Provided, however, the definition of Unit and Unit boundaries are to be interpreted as broadly as possible to include items and areas within the Unit. In the case of any ambiguity in these documents or the survey and plot plans set forth in Exhibit "B", the intent is to include such ambiguities within the Unit.

6. CONDOMINIUM UNITS; APPURTENANCES AND USE; RECREATION FACILITIES.

6.1 Ownership of Unit. Each Unit, together with space within it, and together with all appurtenances thereto, for all purposes, constitutes a separate parcel of real property, which may be owned in fee simple and which may be conveyed, transferred and encumbered only as provided in and subject to the provisions of this Declaration and applicable laws.

6.2 Appurtenances to Unit. The ownership of each Unit shall include, and there shall pass as appurtenances thereto, whether or not separately described, all of the right, title and interest of a Unit Owner in the Condominium property which shall include but not be limited to the following:

(a) An undivided share of ownership of the Common Elements as defined in Chapter 718.108 of the Florida Statutes and an undivided share in the Common Surplus. The Owner of each Unit will own an undivided interest in the Common Elements and Common Surplus of the condominium, expressed as the fractional share below, and shall be obligated for an identical fractional share of the Common Expenses. Each Unit's fractional interest in the Common Expenses and fractional share of the Common Expenses is equal. The Unit Owner's individual share of the Common Elements, Expenses and Surplus shall be 1/40.

(b) Membership and voting rights in the Association, which shall be acquired and exercised pursuant to the Articles of Incorporation and By-Laws of the Association, attached hereto as Exhibits "C" and "D," respectively.

(c) The exclusive right to use the Common Elements and Limited Common Elements as provided for in this Declaration, including the right to transfer such right to other Units or Owners to the extent authorized by this Declaration as originally recorded.

(d) Other appurtenances as may be provided in this Declaration and its exhibits.

6.3 Use and Possession. An Owner is entitled to exclusive use and possession of his Unit subject only to the Association's right of access provided in the Condominium Act. He shall be entitled to use the Common Elements in accordance with the purposes for which they are intended, but such use may not hinder or encroach upon the lawful rights of other Owners or other persons having rights to use the Condominium Property. No Unit may be divided or any fractional portion sold or otherwise transferred. The use of the Units, Common Elements and Limited Common Elements shall be governed by the Condominium Documents and by the rules and regulations adopted by the Association, through its Board of Directors, in the manner set forth in the By-Laws.

7. EASEMENTS.

7.1 Easements. Each of the following easements and easement rights are reserved through the Condominium Property and is a covenant running with the land of the Condominium, and notwithstanding any of the other provisions of this Declaration, may not be revoked and shall survive the exclusion of any of the lands of the Condominium from the Condominium.

(a) Utilities. The Association, on its behalf and on behalf of all Owners, shall have the right to grant such electric, gas, or other utility or service or other easements, or relocate any existing easements, or drainage facilities, in any portion of the Condominium Property, and to grant access easements or relocate any existing access easements in any portion of the Condominium Property, as the Association shall deem necessary or desirable for the proper operation and maintenance of the Common Elements or condominium buildings, or any portion

thereof, or for the general health or welfare of the Owners, or for the purpose of carrying out any provisions of this Declaration or otherwise. Such easements or the relocation of existing easements may not prevent or unreasonably interfere with the reasonable use of the Units for their intended purposes. The Association, on behalf of itself and all Owners, shall also have the right to transfer title to utility-related equipment, facilities or material to any public utility company or governmental agency which is assuming the obligation to maintain such equipment, facilities or material. In connection with the foregoing, bills of sale may be granted for items of personal property owned or governed by the Association. Furthermore, the Association shall have the authority to take any other action, on behalf of itself and all Owners, to satisfy the requirements of any public utility company or governmental agency to which any such utility-related equipment, facilities or material are to be so transferred.

The Association, on behalf of itself and on behalf of all Owners, for all lands now in, or hereinafter added to the Condominium, grants to Master Association an easement for water and sewer lines across the Association Property, as such may exist from time to time, for the purpose of providing water and sewer service to Master Association and all other condominium associations contained within Master Community and to the owners of all condominium and non-condominium units contained within the Master Community. This easement shall include the right of access for the purpose of installation, maintenance and repair of such water and sewer lines.

The Association, on behalf of itself and on behalf of all Owners and as provided for in the Master Declaration, for all lands now in, or hereinafter added to the Condominium, grants to Master Association a non-exclusive easement over any Association Property, Condominium Property, and Common Elements for construction, development, repair and maintenance of utilities, systems and facilities (including, but not limited to, fire and police protection, garbage and trash removal, water and sewage system, electric and gas service, drainage and telephone, driveways, and H.A.S. Street) and the utilities and applicable governmental agencies having jurisdiction thereover and their employees and agents shall have the right to access to any Association Property, Condominium Property, and Common Elements in furtherance of such easements.

(b) Encroachments. In the event that any Unit shall encroach upon any of the Common Elements or upon any other Unit for any reason other than the intentional act of the Owner, or in the event any Common Element shall encroach upon any Unit, then an easement shall exist to the extent of that encroachment for so long as the encroachment shall exist.

(c) Ingress and Egress. A non-exclusive easement in favor of each Owner and Occupant, their respective Guests and invitees, shall exist for pedestrian traffic over, through, and across sidewalks, streets, paths, walks, and other portions of the Common Elements as from time to time may be intended and designated for such purpose and use; and for vehicular and pedestrian traffic over, through, and across such portions of the Common Elements as from time to time may be paved and intended for such purposes, and for purposes of ingress and egress to the public or private ways. None of the easements specified in this subparagraph shall be encumbered by any leasehold or lien other than those on the Condominium Units. Any lien encumbering such easements shall automatically be subordinate to the rights of Owners with respect to such easements. The right of each Owner and Occupant, their respective Guests and

invitees, to vehicular and pedestrian ingress and egress over H.A.S. Street is provided pursuant to the Master Declaration as H.A.S. Street is owned and maintained by the Master Association.

(d) Structural Supports. Each Unit shall have an easement for structural support over every other Unit and portion of the Common Elements supporting such Unit, and each portion of the Common Elements shall have an easement for support over all Units and all portions of the Common Elements supporting such portion of the Common Elements.

(e) Master Community Items. A non-exclusive easement in favor of the Master Association for entry features, hardscape and walls which may encroach onto the Common Elements. In addition, the Declarant and Master Association shall have a non-exclusive and perpetual easement to enter upon, across, above, and under the Property within the Master Community, including the Common Elements, at reasonable hours to perform its responsibilities of maintenance, inspection, and repair, including, without limitation, the right to enter upon any Common Elements for the purpose of maintenance of the roadways passing through the Condominium. This easement shall not entitle the holders to construct or install any drainage systems, facilities or utilities over, under, or through any existing residential dwelling Unit, and any damage to a Unit resulting from the exercise of this easement shall promptly be repaired by and at the expense of the person exercising this easement. The exercise of this easement shall not unreasonably interfere with the use of any Unit. The Board shall, upon written request, grant a specific license or easement to a party furnishing any such maintenance or service.

(f) Access for Maintenance. The Association has the irrevocable right of access to each Unit during reasonable hours, when necessary for the maintenance, repair, or replacement of any Common Elements or of any portion of a Unit to be maintained by the Association pursuant to the Declaration or as necessary to prevent damage to the Common Elements or to a Unit or Units.

The Association, on behalf of itself and on behalf of all Owners and as provided for in the Master Declaration, for all lands now in, or hereinafter added to the Condominium, grants to Master Association a non-exclusive easement for the ingress and egress over any Association Property, Condominium Property, and Common Elements in order to gain access to the Common Areas (as that term is defined in the Master Declaration) for the Master Association to discharge its duties of construction, maintain and repair the Common Areas and for the purpose of maintaining the Properties (as that term is defined in the Master Declaration) by the Master Association in a manner consistent with the Master Association's maintenance obligations of the Common Areas or rights provided in the Master Declaration.

7.2 Restraint Upon Separation and Partition.

(a) The undivided share in the Common Elements appurtenant to a Unit shall not be separated from the Unit and shall pass with the title to the Unit, whether or not separately described. No legal action for partition of the Common Elements shall be permitted.

(b) The shares in the funds and assets of the Association cannot be assigned, pledged or transferred in any manner except as an appurtenance to the Units.

8. LIMITED COMMON ELEMENTS.

8.1 Description of Limited Common Elements. Certain Common Elements have been designated as Limited Common Elements, reserved for the use of a particular Unit or Units, to the exclusion of other Units. The Limited Common Elements and the Units to which their use has been designated are as described herein and as further identified on the attached Survey and Architectural Exhibits. The right of exclusive use of each Limited Common Element passes with the Unit to which it is assigned, whether or not separately described. The following Common Elements are hereby designated as Limited Common Elements:

(a) Air Conditioning and Heating Equipment. All equipment, fixtures and installations located outside of a Unit, which furnish air conditioning or heating exclusively to that Unit, shall be Limited Common Elements, and shall be maintained, repaired and replaced solely at the expense of the owner of the Unit.

(b) Driveway. The driveways shown on the Survey and Architectural Exhibits are Limited Common Elements. The repair and/or maintenance of the driveways shall be at the expense of the Association.

(c) Others. Any part of the Common Elements that is connected to or exclusively serves a single Unit, and is specifically required in Section 11 of this Declaration to be maintained, repaired or replaced by or at the expense of the Unit Owner, shall be deemed a Limited Common Element appurtenant to that Unit, whether specifically described above or not.

8.2 Exclusive Use. The exclusive use of a Limited Common Element is appurtenant to the Unit or Units to which it is designated or assigned. The right to such use shall pass with the Unit on transfer, whether or not separately described.

9. ASSOCIATION. The operation of the Condominium shall be by Pheasant Hollow Condominium Association, Inc., a Florida Corporation, not-for-profit, which shall perform its function pursuant to the following:

9.1 Articles of Incorporation. A copy of the Articles of Incorporation of the Association is attached as Exhibit "C."

9.2 By-Laws. The By-Laws of the Association shall be the By-Laws attached as Exhibit "D."

9.3 Delegation of Management. The Association may contract for the management and maintenance of the Condominium Property and authorize a management agent to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Assessments, preparation of records, enforcement of rules and maintenance, repair and replacement of the Common Elements with funds made available by the Association for such purposes. The Association and its officers shall, however, retain at all times the powers and duties provided in the Condominium Act. Any management contract entered into by the Association shall be in compliance with the provisions of the Condominium Act.

9.4 Membership and Voting Rights. The membership of the Association shall be comprised of Owners, as further provided herein and in the By-Laws. The Members' voting rights shall be provided for in the By-Laws.

9.5 Acts of the Association. Unless the approval or affirmative vote of the Owners is specifically made necessary by some provision of the Condominium Act or the Condominium Documents, all approvals or actions permitted or required to be given or taken by the Association may be given or taken by its Board of Directors or its designee, without a vote of the Owners. The Officers and Directors of the Association have a fiduciary relationship to the Owners. An Owner does not have the authority to act for the Association by reason of being an Owner.

9.6 Powers and Duties. The powers and duties of the Association include those set forth in the Condominium Act and the Condominium Documents. The Association may contract, sue, or be sued with respect to the exercise or non-exercise of its powers. For these purposes, the powers of the Association include, but are not limited to, the maintenance, management, and operation of the condominium property.

9.7 Official Records. The Association shall maintain its Official Records as required by law. The Official Records shall be open to inspection by Owners or their authorized representatives at reasonable times, and copies shall be available at reasonable cost to the owner requesting copies. The records shall include, but are not limited to the following:

(a) A record of all receipts and expenditures.

(b) All financial source documents.

(c) An account for each Unit designating the name and current mailing address of the Unit Owner, the amount of each Assessment, the dates and amounts in which Assessments come due, the amounts paid on account, and the balance due.

(d) Declaration of Condominium, Articles of Incorporation, By-Laws and Amendments.

(e) Rules.

(f) Question and Answer Sheet.

9.8 Purchase of Units. The Association has the power to purchase Units in the condominium and to acquire and hold, lease, mortgage, and convey them, subject to the approval of a majority of the Board of Directors.

9.9 Roster. The Association shall maintain a current roster of names and mailing addresses of Unit Owners. A copy of the up-to-date roster shall be made available to each Unit Owner upon request.

9.10 Limitation on Liability. Notwithstanding its duty to maintain and repair the Common Elements and the Association Property, the Association shall not be liable to Unit Owners for injury or damage, other than the cost of maintenance and repair, caused by any latent

condition of the property to be maintained and repaired by the Association, or caused by the elements or Unit Owners or other persons.

10. ASSESSMENTS AND LIENS. The Association has the power to make and collect Assessments against each Condominium Parcel, as defined in the Condominium Act, and Owner in order to provide the necessary funds for proper operation and management of the condominium and for the operation of the Association. The Association has the power to levy and collect Assessments based on the annual budget; to levy special Assessments for non-recurring or unbudgeted Common Expenses; and to impose special charges against any individual Condominium Parcel for any amounts, other than for Common Expenses, which are properly chargeable against such Condominium Parcel under this Declaration or the Association's By-Laws. Assessments will be paid quarterly, in advance, by the Unit Owners. The Association shall collect all assessments and other sums due the Master Association if required of it by the Master Association. The Association shall remit the assessments to the Master Association pursuant to such procedures as may be adopted by the Master Association. Assessments shall be levied and payment enforced as provided by law and as follows:

10.1 Common Expenses. Common expenses include all expenses for the operation, maintenance, repair or replacement of the Common Elements and Association Property, the expenses of operating the Association and any other expenses properly incurred by the Association for the Condominium, including any amounts budgeted for the purpose of funding reserve accounts. The cost of providing basic cable television under a bulk service contract and the cost of water, sewer service and trash removal shall also be a Common Expense, or a Master Association expense, unless separately charged to each Unit by the service provider. If so required by the Master Association, assessments due the Master Association by the Association shall be a Common Expense of the Association.

10.2 Share of Common Expense. Each Unit Owner shall be liable for its proportional share of the Common Expenses as provided herein, and shall share in the Common Surplus in the same proportion. Said share is equal to the Owner's share in the Common Elements. Such right shall not vest or create in any Owner the right to withdraw or receive distribution of his share of the Common Surplus, except as otherwise provided herein.

10.3 Ownership. Assessments collected by or on behalf of the Association become the property of the Association. No Owner has the right to claim, assign or transfer any interest therein except as an appurtenance to his Unit.

10.4 Liability for Assessments. The owner of each Unit, regardless of how title was acquired, is liable for all Assessments or installments thereon coming due while he is the Owner. Multiple Owners are jointly and severally liable. Except as provided in Section 10.11 below, whenever title to a Unit is transferred for any reason, the grantee is jointly and severally liable with the grantor for all unpaid Assessments against the grantor without prejudice to any right the grantee may have to recover from the grantor any amounts paid by the grantee. Any Lease of a Unit shall be subordinate to any Claim of Lien filed by the Association against the Unit, regardless of whether the Lease was executed before or after the Claim of Lien was recorded.

10.5 No Waiver. The liability for Assessments may not be avoided by waiver of the use or enjoyment of any Common Elements or by abandonment of the Unit for which the Assessments are made, or by interruption in the availability of the Unit or the Common Elements for any reason whatsoever. No Owner may be excused from payment of his share of the Common Expenses unless all Owners are likewise proportionately excused from payment, except as provided below as to first mortgagees and the Developer.

10.6 Failure to Pay; Interest. All sums for Assessments and installments thereon not so paid within thirty (30) days from the date said installment is due shall bear interest at the highest rate allowed by law until paid. In addition, the Association may charge an administrative late fee, not to exceed the greater of Fifty Dollars ($50.00) or five percent (5%) of each delinquent Assessment installment thereon. All payments on account shall be applied as provided in the By-Laws. Assessments and installments thereon shall become due, and the Owner shall become liable for said assessments and installments, on the date set by the Association for payment.

10.7 Liens. The Association has a lien on each Condominium Parcel securing payment of any unpaid Assessments, including interest and reasonable attorney's fees and costs incurred by the Association incident to the collection of the Assessment or enforcement of the lien. The lien is perfected upon recording a Claim of Lien in the Public Records of Lee County, Florida, stating the legal description of the Condominium Unit, the name of the record Owner, the name and address of the Association, the amount due and due dates. The lien shall be in effect for one year after the claim of lien has been recorded, unless within the one-year period, the lien is released, or an action to enforce the lien is commenced in a court of competent jurisdiction. The Claim of Lien secures payment of all Assessments which are due until the entry of a judgment of foreclosure. A Claim of Lien must be signed and acknowledged by an officer, agent or attorney of the Association. Upon full payment, the person making the payment is entitled to a satisfaction of the lien as provided in Chapter 718, Florida Statutes.

10.8 Priority of Lien. The Association's Claim of Lien for unpaid Assessments shall be effective as of the date of recording of the Declaration of Condominium. The Association's Claim of Lien for unpaid Assessments is limited by the rights of a first mortgagee as set forth in Section 10.11 of this Declaration. Any lease of a Unit shall be subordinate and inferior to any Claim of Lien of the Association, regardless of when the lease was executed.

10.9 Foreclosure. The Association may bring an action in its name to foreclose a lien for unpaid Assessments in the manner provided in the Condominium Act and may also bring an action to recover a money judgment for the unpaid Assessments without waiving any claim of lien. The Association is entitled to recover its reasonable attorney's fees incurred in either a lien foreclosure action or an action to recover a money judgment for unpaid Assessments. If a Unit is rented during the pendency of a foreclosure proceeding by the Association, the Association may apply to the court to have a receiver appointed to collect the rent and the expenses of the receiver will be paid by the party which does not prevail in the foreclosure action.

10.10 Transfer of Ownership of Foreclosed Unit. If a foreclosure action is brought against the Owner of a Condominium Unit and the interest of the Owner in the Condominium Unit is sold, the Condominium Owner's Membership shall be canceled, and Membership shall be issued to the purchaser at the foreclosure sale.

10.11 Mortgage Foreclosure. Except as otherwise provided by law, a first mortgagee who acquires title to the Unit by foreclosure or by deed in lieu of foreclosure is liable for the unpaid Assessments that became due prior to the mortgagee's receipt of the deed. However, in no event shall the mortgagee be liable for more than six (6) months of the Unit's unpaid Common Expenses or Assessments accrued before the acquisition of the title to the Unit by the mortgagee or one percent (1%) of the original mortgage debt, whichever amount is less. The unpaid share of Common Expenses or Assessments is a Common Expense collectible from all of the Owners, including such acquirer and his successors and assigns. No Owner may be excused from the payment of any Assessments coming due during the period of such ownership, whether or not such Owner's Unit is occupied or such Owner fails to use any portion of the Common Elements.

10.12 Certificate as to Assessments. Within fifteen (15) days after request by an Owner or Unit mortgagee, the Association shall provide a certificate stating all Assessments and other monies owed to the Association by the Owner with respect to the Condominium Parcel. Any person other than the owner who relies upon such certificate shall be protected thereby.

11. MAINTENANCE; LIMITATION UPON ALTERATION AND IMPROVEMENT. Responsibility for the maintenance of the Condominium Property and restrictions on its alteration and improvements shall be as follows:

11.1 Units.

(a) By the Association. The Association shall maintain, repair and replace at the Association's expense the portions of any Unit that contribute to the support of the buildings, including but not limited to perimeter walls, columns, roofs, floors, wiring, piping, duct work and other mechanical or electrical or other installations or equipment serving the Common Elements or more than one Unit. However, if any such maintenance, repair or replacement shall be made necessary because of a negligent act or omission of an Owner, his Family, lessees, invitees or Guests, then the work shall be done by the Association at the expense of the Owner. All incidental damage caused to a Unit by work done or ordered by the Association shall be promptly repaired by and at the expense of the Association, which shall restore the Unit as nearly as practical to its condition before the damage.

(b) By the Owner. The responsibilities of an Owner shall be as follows:

(i) Each Unit Owner shall be responsible, at his own expense, for all maintenance, repairs, and replacements of and within his own Unit, including, but not limited to, such portions of the heating and air-conditioning equipment and other facilities or fixtures as are located or contained entirely within his own Unit; screens, windows and window glass; screened balconies and open terraces; the main entrance door to the Unit and its interior surfaces; all other doors within or affording access to the Unit; the electrical, mechanical and plumbing lines, pipes, fixtures, switches, valves, drains and outlets located partially or entirely within the Unit, or serving only the Unit; the circuit breaker panel and all electrical wiring going into the Unit from the panel; appliances, water heaters, smoke alarms and vent fans; carpeting and other floor coverings; door and window hardware and locks; shower pans; and the main water supply shutoff valve for the Unit. Provided, however, that any insurance proceeds payable to the

Association with respect to loss or damage to the fixtures within the Unit that are covered by the Association's insurance provided for in this Declaration, and which loss would otherwise be borne by the Unit Owner, shall be paid to such Unit Owner, less any deductible required by the insurance policy. Each Unit Owner shall be responsible for all maintenance and decorating within his own Unit, including painting, wallpapering, paneling, floor covering, draperies, window shades, curtains, lamps and other light fixtures, and other furnishings and interior decorating, including the inside surface of the Unit entrance door. No Unit Owner may make any additions to the Common Elements or Limited Common Elements or do anything which would adversely affect the safety or soundness of the Common Elements or Limited Common Elements, or any portion of the Condominium which is to be maintained by the Association. Any emergency maintenance, repairs and/or replacements for which the Unit Owners are responsible and obligated to perform, which, if not performed or omitted, would affect other Units or Common Elements, shall be performed promptly as the need arises. If Unit Owners fail to promptly perform these, the Association shall have the right to perform these obligations. The Association shall have the right of access to all Units to perform such emergency maintenance or repair.

(ii) No Owner shall paint, decorate or change the appearance of any exterior portion of the building, the Limited Common Elements or the Common Elements, unless the prior written consent of the Association is first obtained.

(iii) No Owner shall change the appearance of any portion of their Unit which is visible from the Common Elements or from other Units without the prior written consent of the Association.

(iv) An Owner may not make any alterations to his Unit which would add to or remove any portion of the Common Elements or Limited Common Elements without prior approval of the Association, nor do anything which would adversely affect the safety or soundness of any portion of the Condominium Property.

(v) The Board of Directors may adopt a uniform plan for enclosing screened porches and terraces; and Owners may, at their own expense, enclose their porches or terraces in conformity with such plan after submitting plans and specifications to the Association and obtaining its written approval.

11.2 Common Elements. The maintenance, repair and replacement of the Common Elements is the responsibility of the Association and is a common expense. Except as otherwise provided herein, there shall be no material alteration of, nor substantial additions to, the Common Elements without prior approval by the owners of not less than two-thirds (2/3) of the Units. Neither the Association, nor individual Unit Owners, may interfere with the activities and use of the Common Elements by such telecommunication companies. If work required to be done by the Association in order to perform its duties to repair or replace the Common Elements also constitutes a material alteration of, or substantial addition to, the Common Elements, no Unit Owner consent or vote is required. The Association's responsibilities include the following:

(a) Electrical wiring up to the circuit breaker panel in each Unit;

(b) Water pipes up to the individual Unit cut-off valve within the Unit;

(c) Cable television lines up to the wall outlets in the Unit;

(d) Air conditioning condensation drain lines, up to the point where they enter each Unit;

(e) Sewer lines, up to the point where they enter the Unit;

(f) All exterior building walls, including painting, waterproofing and caulking.

The Association's responsibility does not include interior wall switches or receptacles, plumbing fixtures or other electrical, plumbing or mechanical installations located within a Unit and serving only that Unit.

The Unit Owner shall maintain the interior of any enclosed Limited Common Element assigned to them. They shall also pay for any extraordinary maintenance to a Limited Common Elements caused by their act/or omission.

11.3 Alterations and Additions to Common Elements and Association Property By Association. The protection, maintenance, repair and replacement of the Common Elements and Association property is the responsibility of the Association and the cost is a Common Expense. Beyond this function, the Association shall make no material alteration of, nor substantial additions to, the Common Elements or Association Property without prior approval of at least two-thirds (2/3) of the voting interests. However, no prior Owner approval is required for work reasonably necessary to protect, insure, maintain, repair or replace the Common Elements, even if such work constitutes a material alteration or substantial addition to the Common Elements.

11.4 Enforcement of Maintenance. If an Owner fails to maintain his Unit or its appurtenant Limited Common Elements as required above, the Association shall have the right to institute legal proceedings to enforce compliance, or may take any and all other steps necessary to remedy such violation. The Association has the irrevocable right of access to each Unit during reasonable hours, when necessary for making emergency repairs which are necessary to prevent damage to the Common Elements or to another Unit. Any expenses so incurred by the Association shall be charged against the Owner, together with a ten percent (10%) administration fee for the work performed and reasonable attorneys' fees and other expenses of enforcement.

11.5 Negligence; Damage Caused by Condition Within Unit. Each Owner shall be personally liable for the expenses of any maintenance, repair or replacement made necessary by his negligence or by that of any member of his Family or his Guests, employees, agents, or lessees, but, unless the negligence is of such character as to evidence gross recklessness or willful or wanton disregard for life or property, the Owner shall be liable only to the extent that such expense is not met by the proceeds of insurance carried by the Association. If any condition, defect or malfunction existing within a Unit, whether caused by the Owner's negligence or otherwise, shall cause damage to the Common Elements or to other Units, the Owner of the offending Unit shall be liable to the persons or entity responsible for repairing the damaged areas for all costs of repair or replacement not paid by insurance.

11.6 Maintenance and Appearance. Each Member shall maintain his Unit and all fixtures and appliances located therein in good condition and repair at all times. No glass, screen, curtain, blind, shutters or awning may be installed on any porch or terrace without prior written approval by the Board of Directors. Each Owner is prohibited from painting or otherwise decorating or changing the appearance of any portion of the exterior of his Unit or the building except with prior written approval of the Board of Directors. All curtains, blinds, shades or other window coverings in the Unit shall be of such material, construction and installation that the only color visible from outside the Unit is white or a nearly white neutral color.

11.7 Floor Covering. Unless another type of floor covering is installed in a Unit by the Developer, all Units above the ground floor shall always have the floors covered with wall-to-wall carpeting, installed over high quality padding, except carpet is not required in kitchens, bathrooms and foyers where other types of non-resilient floor coverings installed with acoustically acceptable underlayment material of such kind and quality equivalent or superior to 1/4 inch of cork, and perimeter sound isolation material, as approved in writing by the Board, may be substituted. If the installation of any non-resilient floor covering is made without prior Board approval, the Board may require the Unit Owner to cover all such hard surface flooring with carpeting, or require the removal of such hard surface flooring at the expense of the Unit Owner. The structural integrity of balconies and terraces constructed of steel reinforced concrete is adversely affected by water intrusion and rusting aggravated by the water retention qualities of indoor/outdoor carpet, river rock and unglazed ceramic tile and its grout. For this reason, no indoor/outdoor carpet or river rock may be used on balconies or terraces, and all tile and its bedding and grout must be of such materials and so applied as to be waterproof. Any flooring installed on the balconies or terraces of a Unit shall be installed so as to ensure proper drainage. Non-resilient floor coverings may be installed in bathrooms without acoustical underlayment material. Notwithstanding the above, the Developer shall have the right to install any floor covering, in any manner, at its sole discretion.

11.8 Association Access to Units. The Association has the irrevocable right of access to the Units during reasonable hours, when necessary, for the maintenance, repair or replacement of any Common Element or for making emergency repairs which are necessary to prevent damage to the Common Elements or to another Unit. Further, the Association has the irrevocable right of access to the Units for maintenance, repair or replacement of any part of the Unit which is to be maintained by the Association under this Declaration. The Association's right of access includes, without limitation, entry for purposes of pest control, in the event the Association decides to provide pest control service, and preventative maintenance of safety equipment such as smoke alarms. The exercise of the Association's access rights shall be accomplished with due respect for the Owner's rights to privacy and freedom from unreasonable annoyance, as well as with appropriate precautions to protect the Owner's property.

12. USE RESTRICTIONS. In addition to other obligations and duties heretofore set out in this Declaration or the Master Declaration, every Owner or Occupant of a Unit shall abide by the following use restrictions and any rules and regulations adopted by the Association which are not inconsistent with the provisions set forth herein.

THERE ARE NO RESTRICTIONS ON CHILDREN RESIDING IN THE CONDOMINIUM.

12.1 Each Unit shall be used only for the purpose of a residence in which there shall not be more than six (6) persons continuously residing, excluding visitors and guests. No commercial activity or professional business shall be permitted in any Unit without the prior consent of the Association. Provided, however, the Developer may utilize any Unit and the Condominium Property for commercial activity as permitted elsewhere in this Declaration.

12.2 Except as set forth below, only conventional passenger automobiles and motorcycles may be parked in any parking area and only if the vehicle has a current license tag affixed to it. A "conventional passenger automobile" shall be limited to those vehicles which are primarily used as passenger motor vehicles, and which have a body style consisting of two doors, four doors, hatchback, convertible, station wagon, pick-up truck, mini-van or sport utility vehicle, provided they are in a condition substantially similar to that which existed when they were sold by the manufacturer, and specifically excluding vehicles that have been modified by increasing their height, off-road tires, roll bars and the like. Motor vehicles designed or used principally for the carriage of goods, including a motor vehicle to which has been added a cabinet box, platform, rack or other equipment for the purpose of carrying goods other than the personal effects of the passenger, and specifically including all boats, campers, recreational vehicles (vehicles having either kitchen or bathroom facilities), trailers, motor homes, mobile homes, any and all other vehicles other than the aforedescribed conventional passenger automobiles, shall be prohibited from parking on the Condominium Property.

12.3 Notwithstanding the foregoing parking limitations, service vehicles may be temporarily parked in parking areas during the time they are actually servicing a Unit, but in no event overnight, and boats, trailers, trucks, commercial and recreational vehicles, and other prohibited vehicles may be temporarily parked in a parking area when they are being actively loaded or unloaded. No vehicle belonging to any Owner or to a member of the family of an Owner, or Guest, tenant or employee of an Owner shall be parked in such manner as to impede or prevent access to another Owner's parking space. The Owner, their employees, servants, agents, visitors, licensees and the Owner's families will obey parking regulations posted at the private streets, parking areas and drives and any other traffic regulations which may be promulgated in the future for safety, comfort and convenience of the Owners. No vehicle which cannot operate on its own power shall remain within the Properties for more than twenty-four (24) hours, and no repair of vehicles shall be made within the Properties.

12.4 Guests only are allowed to park in visitors' spaces. No parking is permissible on the grass, common ground or streets at any time, other than service vehicles, and then only if necessary to service a Unit within the Properties. Any and all vehicles parked or stored on the Property which do not comply with the foregoing parking regulations shall be deemed "improperly parked vehicles" and are subject to towing by the Association at the vehicle owner's expense, at anytime after two (2) hours have elapsed from when the owner of the vehicle has been notified of the improper parking. Each Owner agrees to notify all Guests of the regulations regarding parking and to require Guests to abide by such parking regulations.

12.5 All vehicles shall be parked only in the parking spaces so designated for that purpose. No parking of commercial trucks of any nature or similar commercial vehicles shall be permitted for a period of more than four (4) hours, except temporarily during periods for purposes of actual construction or repair of a structure, moving in and out, and for moving or

transferring furniture, or for grounds maintenance. No commercial truck, commercial van, or other commercial vehicle, and no recreation vehicle, shall be permitted to be parked overnight. Notwithstanding the foregoing, vans equipped for personal passenger use shall be permitted, even if such vans are not kept fully enclosed inside a structure.

12.6 Any vehicle prohibited under this section may be removed by the Association at the expense of the Unit Owner owning and/or responsible for the same, for storage or public or private sale, at the election of the Association, and the Unit Owner owning and/or responsible for the same shall have no right of recourse against the Association therefor.

12.7 Each Owner shall maintain his Unit in good condition and repair, including all internal surfaces within or surrounding his Unit, and each Unit Owner shall maintain and repair the fixtures therein and shall promptly pay for any utilities which are metered separately to his Unit. Landscaped and grassed areas shall be used only for the purposes intended. No articles belonging to Unit Owners or residents shall be kept in such areas, temporarily or otherwise.

12.8 Each Unit Owner shall maintain his Unit in a clean and sanitary manner.

12.9 No Owner or resident of a Unit may make or permit any disturbing noises, as determined by the Board of Directors, in the building or on the Condominium Property, whether made by himself, his or her family, friends, guests, pets or employees, nor may he do or permit to be done anything by such persons that would interfere with the rights, comforts or other conveniences of other residents. No person may play or suffer to be played any musical instrument, stereo, phonograph, radio or television set in his Unit, or on or about the Condominium Property, if the same shall in any manner disturb or annoy the other residents or Owners of the Condominium Property.

12.10 Each Owner may identify his Unit by a nameplate of a type and size approved by the Association and mounted in a place and manner so approved.

12.11 No signs, advertising or notices of any kind or type whatsoever, including, but not limited to, "For Rent" or "For Sale" signs, shall be permitted or displayed on any Unit, Common Element or Limited Common Element, nor shall the same be posted or displayed in such a manner as to be visible from the exterior of any Unit, without the prior written approval of the Developer and Board of Directors, except that the Developer can post such signs until all of the Units owned by it are sold.

12.12 All damage to the Condominium Property caused by the moving and/or carrying of articles therein shall be paid by the Owner or person in charge of such articles. The Association may require the Owner to deposit funds with the Association as security for any damages caused by moving and/or carrying articles therein.

12.13 Soliciting is strictly forbidden. Owners should notify the Association if a solicitor appears, and appropriate action will be taken.

12.14 No Owner or resident of a Unit shall permit or suffer anything to be done or kept in his Unit which will increase the insurance rates on his Unit, the Limited Common Elements, if any, or the Common Elements, or which will obstruct the rights or interfere with the right of

other Owners or residents, or annoy them by unreasonable noises or otherwise, nor shall an Owner of a Unit commit or permit any nuisances, immoral or illegal act in a Unit, the Limited Common Elements, if any, or on the Common Elements. No screened lanai, terrace or entry porch may be carpeted, covered or enclosed in any way without the approval of the Association.

12.15 Each Owner or resident shall conform to and abide by the By-Laws and uniform rules and regulations in regard to the use of the Unit, Limited Common Elements and Common Elements, which may be adopted in writing from time to time by the Board of Directors of the Association, and to see that all persons using the Unit Owner's property by, through or under him do likewise.

12.16 Each Owner or resident shall allow the Association or its authorized agent to enter any Unit and the improvements thereon during reasonable hours when necessary for the maintenance, repair and/or replacement of any Common Elements, which include Limited Common Elements, or for making emergency repairs which are necessary to prevent damage to the Common Elements, which include the Limited Common Elements, or to another Unit or Units.

12.17 Owners or residents shall make no repairs to any plumbing or electrical wiring within a Unit, except by a licensed plumber or electrician.

12.18 Owners shall not alter, modify nor change the Condominium Units without the prior written approval of the Board of Directors. No Owner shall cause anything to be affixed or attached to, hung, displayed or placed on the exterior walls, doors, balconies or windows of the buildings (including, but not limited to, awnings, signs, storm shutters, screens, furniture, fixtures and equipment), nor plant or grow any type of shrubbery, flower, tree, vine, grass or other plant life outside his Unit, without the prior written consent of the Association. No screened lanai, terrace or entry porch may be carpeted, covered or enclosed in any way without the approval of the Association. Notwithstanding the foregoing, no provision of this Declaration shall prevent an Owner from respectfully displaying a United States flag in accordance with Florida Statutes §718.113(4).

12.19 Any change to the exterior lighting of a Unit must be approved in writing by the Board of Directors.

12.20 Pets and Animals.

(a) In order to keep a pet on the premises, prior approval of the Board of Directors must be obtained. Pets of Owners or Occupants shall be limited to no more than two (2) dogs and cats in the aggregate, small birds to be kept in a bird cage and tropical fish to be kept in an aquarium.

(b) All dogs and cats shall be contained in the Owner's Unit and, when not within the Unit, must be kept on a leash and not allowed to run free. Further, all pet owners are responsible for cleaning up and removing any waste made by their pets on the Condominium Property. The Board of Directors can withdraw the written approval as to pets referred to above at any time, in its sole discretion, when the pet becomes a nuisance, or the Owner does not abide

by the Rules and Regulations established by the Board of Directors of the Association pertaining to pets. All such animals shall be licensed by the appropriate state or local authorities.

(c) No horses, cows, goats, chickens, pigs, pigeons or any other such animals, fowl, reptiles or amphibians shall be kept on any of the Properties.

(d) Commercial activities involving pets are not allowed.

12.21 No ceramic tiles or wood floors which are not installed by the Developer may be installed in a Unit unless the Board of Directors has approved the plan for providing adequate noise insulation.

12.22 No Owner shall change, modify or alter any floor coverings without the prior written approval of the Board, including, but not limited to, the placement of any soft or water absorbing materials on the lanais.

12.23 Personal property of Unit Owners, including bicycles and similar items, shall be kept in the Units or storage areas for the Unit, or other areas specifically designated for such purpose, except when in use.

12.24 No Owner shall cook or barbecue on his or her lanai or terrace area, except for the use of Developer-installed cooking equipment which is properly vented. All other cooking and barbecuing may only be done in designated areas determined by the Association.

12.25 All window coverings shall be lined with white or off-white lining on the side exposed to the public, unless otherwise approved by the Board of Directors.

12.26 All garage doors shall remain closed at all times, unless vehicles or people are entering or exiting the garage.

12.27 Rules for Decorators, Contractors and Subcontractors.

(a) The Owner must preregister all Unit improvements with the property manager, giving the name, address, telephone number and fax number of the Unit Owner's representative who will be overseeing all work being done in a Unit, whether it be the interior decorator, the general contractor or the Unit Owner.

(b) Prior to commencing any work, the Unit Owner's representative must submit to the property manager a list of names, addresses and telephone numbers of all contractors and subcontractors who will be working in the Unit, together with a schedule of their work.

(c) The contractor and all subcontractors must have Type "B" licenses in Lee County or Collier County, and submit proof of same for the property manager's file.

(d) Prior to authorization for access, the contractor and all subcontractors must produce a certificate of insurance of general liability of not less than Five Hundred Thousand Dollars ($500,000.00) per occurrence and not less than One Million Dollars

($1,000,000.00) in the aggregate, and provide proof of worker's compensation coverage for the property manager's file.

(e) Work hours are between 8:00 a.m. and 5:00 p.m., Monday through Saturday.

(f) All workers must park their vehicles in designated parking areas.

(g) All trash and debris shall be hauled away by workers on a daily basis, unless a dumpster is specifically designated for the construction debris.

(h) Grout, paint, wall mud or any other material may not be poured down building drains, sinks, toilets, bathtubs, storm drains or gutters.

(i) All breaks and lunches, if taken on site, shall be confined to the Owner's Unit. No radios or construction noise which is audible beyond the Owner's Unit is allowed.

(j) Access to a Condominium Unit must be coordinated through the Unit Owner.

(k) Unit smoke alarms must be left in place. They are to be properly protected during any interior finish work which generates heavy airborne particles, including sanding and painting.

(l) Workers are not permitted to wander around other areas of the condominium property other than the specific area or Unit on which they are working.

The Association has the right to establish additional rules and regulations governing the conduct of all residents and also the use of the Units, Limited Common Elements and Common Elements, as long as such additional rules and regulations are not inconsistent with the terms and conditions of this Declaration. The Association shall have the power (but not the obligation) to grant relief in particular circumstances from the provisions of specific restrictions contained in this Section 12 for good cause shown.

13. TRANSFER OF OWNERSHIP OF UNITS. There are no restrictions on the transfer of ownership of Units. However, the new Owner shall provide the Association with the name, address and telephone number of the new Owner within ten (10) days after taking title to the Unit.

14. LEASING OF UNITS. No Condominium Unit shall be leased for a period of less than thirty (30) days, nor shall any Condominium Unit be leased without the prior written approval of the Board, which approval is subject to the Board's sole and absolute discretion, nor shall any Condominium Unit be used or sold on a "time-share basis." There may be a Fifty Dollars ($50.00) review fee paid to the Association for review of each proposed lease at the discretion of the Board. The Board may, by regulation, impose further restrictions upon the number of guests, frequency of visits and length of leases in the case of leased Units.

15. INSURANCE. In order to adequately protect the Association and the Common Elements, insurance shall be carried and kept in force at all times in accordance with the following provisions:

15.1 Duty and Authority to Obtain. The Board of Directors shall obtain and keep in force at all times the insurance coverage which it is required to carry, and may obtain and keep in force any or all of such other or additional insurance coverage as it is authorized to carry. The name of the insured shall be the Association or, in the discretion of the Board an insurance trustee, individually and as agent for the Association and for the Owners without naming them, and their mortgagees.

15.2 Required Coverage. The Association shall maintain property and liability insurance covering all of the buildings and other insurable improvements within the Condominium Property and the Association Property, including Common and Limited Common Elements, such insurance to afford the following protection:

(a) Property Damage. Loss or damage by fire, extended coverage (including Windstorm), vandalism and malicious mischief, and other hazards covered by the standard "All Risk" property contract.

(b) Flood Insurance. If required by law, the maximum amount available from time to time as underwritten and insured by the federal, state or local government.

(c) Liability. Premises and operations liability for bodily injury and property damage in such limits of protection and with such coverage as shall be required by the Board with cross liability endorsement to cover liabilities of the Owners as a group to an Owner.

(d) Automobile. Automobile liability for bodily injury and property damage for all owned and/or non-owned motor vehicles in such limits of protection and with such coverage as shall be required by the Board.

(e) Worker's Compensation. If required by law, the Association shall maintain Worker's Compensation insurance on at least a minimum premium basis.

(f) Fidelity Bond. The Association shall obtain and maintain adequate fidelity bonding of all persons who control or disburse funds of the Association. The amount of the bond shall be based upon the maximum funds that will be in the custody of the Association or its management agent at any one time, pursuant to Section 718.111(11)(d), *Florida Statutes*. "Persons who control or disburse funds of the Association" include, but is not limited to, those individuals authorized to sign checks and the president, secretary, and treasurer of the Association. The Association shall bear the cost of the bonding.

15.3 Premiums. Premiums upon insurance policies purchased by the Association shall be paid by the Association and charged to the Owners as Common Expenses.

15.4 Optional Coverage. The Association may purchase and carry other such insurance coverage as the Board of Directors may determine from time to time to be in the best interest of the Association and Owners. Owners are encouraged to procure insurance on their own Units, however, any insurance obtained by Owners must contain waivers of subrogation and may not affect the coverage under Association policies.

15.5 Description of Coverage. A detailed summary of the coverage included in the master policies shall be available for each Owner. The master policies shall be available for inspection by Owners upon request.

15.6 Waiver of Subrogation. If available and where applicable, the Board shall endeavor to obtain insurance policies which provide that the insurer waives its right to subrogation as to any claim against Owners, the Association, or their respective servants, agents or guests, except for any claim based upon gross negligence evidencing reckless, willful or wanton disregard for life or property.

15.7 Insurance Proceeds. All insurance policies purchased by the Association shall be for the benefit of the Association, the Owners and their mortgagees as their interests may appear, and all proceeds shall be payable to the Association. The duty of the Association shall be to receive such proceeds as are paid and hold and disburse the same in trust for the purposes stated herein and for the benefit of the Owners and their respective mortgagees in the following shares:

(a) Common Elements. Proceeds on account of damage to Common Elements shall be held in as many undivided shares as there are Units, the shares of each Owner being the same as his share in the Common Elements.

(b) Units. Proceeds on account of Units or contents of Units shall be held in the following undivided shares:

(i) Partial Destruction, When the Buildings are to be Restored. For the Owners of damaged Units, in proportion to the cost of repairing the damage suffered by each Owner less the deductible.

(ii) Total Destruction of the Buildings, or When the Buildings are not to be Restored. For owners of all Units, each Owner's share being in proportion to his share in the Common Elements.

(iii) Mortgagee. If a mortgagee endorsement has been issued as to a Unit, the shares of the mortgagee and the Owner shall be as their interests appear. In no event shall any mortgagee have the right to demand application of insurance proceeds to any mortgage or mortgages which it may hold against Units, except to the extent that insurance proceeds exceed the actual cost of repair or restoration of improvements or if the Condominium is being terminated. No mortgagee shall have any right to participate in determining whether improvements will be restored after casualty.

15.8 Distribution of Proceeds. Proceeds of insurance policies received by the Association shall be distributed to or for the benefit of the Owners in the following manner:

(a) Cost of Reconstruction or Repair. If the damage for which the proceeds are paid is to be repaired or reconstructed, the proceeds shall be paid to defray the costs thereof. Any proceeds remaining after defraying costs shall be distributed to the beneficial Owners, remittances to an Owner and his mortgagees being paid jointly to them. This is a covenant for the benefit of mortgagees and may be enforced by them.

(b) Failure to Reconstruct or Repair. If it is determined in the manner elsewhere provided that the damage for which the proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be distributed to the Owners (remittances to Owners and their mortgagees being payable jointly to them). This is a covenant for the benefit of mortgagees and may be enforced by such mortgagees.

(c) Certificate. In making distributions to Owners and their mortgagees, the Association may rely upon a certificate of an abstract attorney or title company as to the names of the Owners and mortgagees.

15.9 Association as Agent. The Association is hereby irrevocably appointed agent for each Owner to adjust all claims arising under insurance policies purchased by the Association for damage or loss to the Condominium Property.

16. RECONSTRUCTION OR REPAIR AFTER CASUALTY. If any part of the Condominium Property is damaged by casualty, whether it shall be reconstructed or repaired shall be determined in the following manner:

16.1 Damage to Units Only, Not Common Elements. Where loss or damage occurs to a Unit without damage to the Common Elements, the insurance proceeds, less the deductible (which shall be paid by the Owner) shall be distributed to the Owner (remittances to Owners and their mortgagees being payable jointly to them). This is a covenant for the benefit of mortgagees and may be enforced by such mortgagees.

16.2 Damage to Common Elements - Less than "Very Substantial." Where loss or damage occurs to the Common Elements, or to any Unit and the Common Elements, but the loss is less than "very substantial," as hereinafter defined, it shall be mandatory for the Association and the Owners to repair, restore, and rebuild the damage caused by the loss, and the following procedures shall apply:

(a) The Board shall promptly obtain at least three (3) reliable and detailed estimates of the cost of repair and restoration.

(b) The Board shall have the obligation to promptly negotiate and contract for the repair and restoration of the premises.

(c) If the net proceeds of insurance appear to be, or are, insufficient to pay for the cost of restoration and repair, the Association shall promptly levy a special Assessment against all Owners in proportion to their shares in the Common Elements for any deficiency. Such special Assessments need not be approved by the Owners. The special Assessments shall be added to the proceeds available for repair and restoration of the property.

16.3 "Very Substantial" Damage. As used in this Declaration, the term "very substantial" damage shall mean loss or damage whereby three fourths (3/4) or more of the total Units are rendered uninhabitable. Should such "very substantial" damage occur, then:

(a) The Board shall promptly obtain at least three (3) reliable and detailed estimates of the cost of repair and restoration.

(b) A membership meeting shall be called by the Board to be held not later than sixty (60) days after the casualty, to determine the wishes of the membership with reference to rebuilding or abandonment of the Condominium Project, subject to the following:

(i) If the net insurance proceeds available for restoration and repair are sufficient to cover at least 90% of the estimated cost thereof, then the Condominium Property shall be restored or repaired unless two-thirds (2/3) of the Owners vote for abandonment, or unless the then applicable zoning or other regulatory laws will not allow reconstruction of the same number and general type of Units, in which case the Condominium shall be terminated.

(ii) If the net insurance proceeds available for restoration and repair are not sufficient to cover 90% of the estimated cost thereof, and a substantial special Assessment will be required, then unless two-thirds (2/3) of the Owners vote in favor of such special Assessment and against termination of the Condominium, it shall be terminated and the property removed from the provisions of the Condominium Act. If two-thirds (2/3) of the Owners vote in favor of the special Assessment, the Association, through its Board, shall levy the Assessment and shall proceed to negotiate and contract for such repairs and restoration.

(c) If any dispute shall arise as to whether "very substantial" damage has occurred, a determination by the Board shall be binding upon all Owners.

16.4 Application of Insurance Proceeds. It shall be presumed that the first monies disbursed for repair and restoration shall be from the insurance proceeds; if there is a balance in the reconstruction funds after the payment of all costs of repair and restoration, such balance shall be distributed to the Owners, except as otherwise provided herein.

16.5 Equitable Relief. In the event of substantial damage to the Condominium Property, and if the Property is not repaired, reconstructed, or rebuilt within a reasonable period of time, any Owner may petition a court for equitable relief, which may include a termination of the Condominium and a subsequent partition of the Property. For the purposes of this provision, it shall be presumed that repair, reconstruction or rebuilding has occurred within a "reasonable period of time" if substantial work is commenced within four (4) months and completed within nine (9) months following the damage or destruction. The fact that a Unit is untenantable does not excuse the Owner from paying Assessments for Common Expenses. In the event of a termination of the Condominium and subsequent partition of the Property as a result of substantial damage to the Condominium, the net proceeds or the salvage value shall be divided among Owners and their mortgagees in accordance with their undivided interest in the Common Elements.

16.6 Plans and Specifications. Any reconstruction or repairs must be substantially in accordance with the plans and specifications for the original buildings, or in lieu thereof, according to plans and specifications approved by the Board and by the Owners of three-fourths (3/4) of the Units.

17. CONDEMNATION.

17.1 Deposit of Awards with Association. The taking of all or any part of the Condominium Property by condemnation or eminent domain shall be deemed to be a casualty as

to the portion taken, and the awards for that taking shall be deemed to be proceeds from insurance on account of the casualty. Even though the awards may be payable to Owners, the Owners shall deposit the awards with the Association; and if any fail to do so, a charge shall be made against a defaulting Owner in the amount of his award.

17.2 Determination Whether to Continue Condominium. Whether the Condominium will be continued after a condemnation affecting all or part of the Condominium Property will be determined in the manner provided for determining whether damaged property will be reconstructed and repaired after a casualty.

17.3 Disbursement of Funds. If the Condominium is terminated after condemnation, the proceeds of all awards and special Assessments will be owned and distributed in the manner provided for insurance proceeds when the Condominium is terminated after a casualty. If the Condominium is not terminated after condemnation, but the size of the Condominium will be reduced, the Owners of condemned Units, if any, will be made whole, and any property damaged by the taking will be made usable in the manner provided below. Proceeds of awards and special Assessments shall be used for these purposes and shall be disbursed in the manner provided for disbursement of funds after a casualty.

17.4 Association as Agent. The Association is hereby irrevocably appointed as each Owner's agent for purposes of negotiating or litigating with the condemning authority for the purposes of realizing just compensation for the taking.

17.5 Units Reduced, But Tenantable. If the taking reduces the size of a Unit and the remaining portion of the Unit can be made tenantable, the awards for the taking of a portion of that Unit shall be used for the following purposes in the order stated, and the following changes shall be effected in the Condominium:

(a) Restoration of Unit. The Unit shall be made tenantable. If the cost of restoration exceeds the amount of the award, the additional funds required shall be charged against the owner of the Unit.

(b) Distribution of Surplus. The balance of the award, if any, shall be distributed to the owner of the Unit and to each mortgagee of the Unit, the remittance being made payable jointly to the owner and mortgagees.

(c) Adjustment of Shares in Common Elements. The reduction (caused by a taking) in the floor area of Unit shall not cause the share in the Common Elements, Common Expenses and/or Common Surplus appurtenant to the Unit to be reduced nor shall such reduction in the floor area cause an increase in the share of the Common Elements, Common Expenses and/or Common Surplus appurtenant to any other Unit without a proper vote of the Association as required by Florida Statutes.

17.6 Unit Made Untenantable. If the taking is of any entire Unit or so reduces the size of a Unit that it cannot be made tenantable, the award for the taking of the Unit shall be used for the following purposes in the order stated, and the following changes shall be effected in the Condominium.

(a) Payment of Award. The fair market value of the Unit immediately prior to the taking shall be paid to the Owner of the Unit and to each mortgagee of the Unit (the remittance being made payable jointly to the Owner and mortgagee[s]).

(b) Addition to Common Elements. If possible and practical, the remaining portion of the Unit shall become a part of the Common Elements and shall be placed in condition for use by all Owners in the manner approved by the Board.

(c) Adjustment of Shares in Common Elements. The shares in the Common Elements appurtenant to the Units that continue as part of the Condominium shall be adjusted to distribute the ownership of the Common Elements among the reduced number of Owners. This shall be done by restating the shares of continuing Owners in the Common Elements as percentages of the total of the numbers representing the shares of these as they existed prior to the adjustment.

(d) Assessments. If the amount of the award for the taking is not sufficient to pay the fair market value of the condemned Unit to the Owner and to condition the remaining portion of the Unit for use as a part of the Common Elements, the additional funds required for those purposes shall be raised by special Assessment against all Owners who will continue as Owners of Units after the changes in the Condominium affected by the taking. The Assessments shall be made in proportion to the shares of those owners in the Common Elements after the changes effected by the taking.

(e) Arbitration. If the fair market value of a Unit prior to the taking cannot be determined by agreement between the Owner and the Association within thirty (30) days after notice by either party, the value shall be determined by appraisal in accordance with the following. The Owner, the first mortgagee, if any, and the Association shall each appoint one M.A.I. appraiser, who shall appraise the Unit and shall determine the fair market value by computing the arithmetic average of their appraisals of the Unit; and a judgment of specific performance upon the value arrived at by the appraisers may be entered in any court of competent jurisdiction. The cost of appraisal shall be paid by the party selecting the appraiser.

17.7 Taking of Common Elements. Awards for the taking of Common Elements shall be used to make the remaining portion of the Common Elements usable in the manner approved by the Board of Directors. The balance of such awards, if any, shall be distributed to the Owners in the shares in which they own the Common Elements after adjustment of these shares on account of the condemnation. If a Unit is mortgaged, the remittance shall be paid jointly to the Owner and mortgagee(s) of the Unit.

17.8 Amendment of Declaration. The changes in Units, in the Common Elements and in the ownership of the Common Elements and liability for Common Expenses that are necessitated by condemnation shall be evidenced by an amendment of the Declaration of Condominium that need be approved only by a majority of all Directors of the Association, nor shall the consent or joinder of any Unit Owner or mortgagee be required for any such amendment.

18. **TERMINATION**. The Condominium may be terminated in the following manner:

18.1 Agreement. The Condominium may be terminated at any time by approval, in writing, of the Owners of ninety percent (90%) of the Units and all Institutional First Mortgagees of record.

18.2 Very Substantial Damage. If the Condominium, as a result of common casualty, be damaged to the extent defined in Section 16.3, and it not be decided as therein provided that it will be reconstructed or repaired, the condominium form of ownership will thereby terminate without agreement.

18.3 Notification of Division. Upon recordation of the instrument evidencing termination, the Association shall, within thirty (30) business days, notify the Division of Florida Land Sales, Bureau of Condominiums, of the termination, the date and county where the document was recorded, the O.R. Book and page number, and shall provide the Division with a copy of the recorded termination notice certified by the clerk of courts.

18.4 General Provisions. Upon termination, the Unit Owners shall be the owners as tenants in common of the Condominium Property and the assets of the Association. The shares of such tenants in common shall be the same as were their shares of the Common Elements. The mortgagee or lienor of an Owner shall have a mortgage or lien solely and exclusively upon the undivided share of such tenant in common in and to the lands and other properties and rights which he may receive by reason of such termination. The termination of the Condominium shall be evidenced by a certificate of the Association executed by its President and Secretary certifying as to facts effecting the termination. Termination shall become effective when the certificate is recorded in the Public Records of Lee County, Florida.

18.5 New Condominium. The termination of a Condominium does not bar creation of another Condominium affecting all or any portion of the same property.

18.6 Partition; Sale. Following termination, the Condominium Property may be partitioned and sold upon the application of any Owner. If following a termination, the owners of seventy-five percent (75%) of the Units determine to accept an offer for the sale of the Condominium Property, each Owner shall be bound to execute deeds and other documents reasonably required to effect the sale. In such event, any action for partition of the former Condominium Property shall be held in abeyance pending the sale, and upon the consummation of the sale shall be discontinued by all parties thereto.

18.7 Last Board. The members of the last Board of Directors shall continue to have the powers granted in this Declaration and in Chapter 718 for the purpose of winding up the affairs of the Association, notwithstanding the fact that the Association itself may be dissolved upon a termination.

18.8 Provisions Survive Termination. The provisions contained in this Section 18 shall be deemed covenants running with the land, and shall survive the termination of the Condominium for a period long enough to accomplish all the purposes stated herein.

19. OBLIGATION OF OWNERS.

19.1 Actions for Damages. Each Owner, his tenants, Guests and invitees, and the Association shall be governed by and shall comply with the provisions of the Condominium Act, this Declaration, the documents creating the Association, the By-Laws, any Rules and Regulations promulgated by the Association and the Master Declaration, its Articles and By-Laws. Actions for damages or for injunctive relief, or both, for failure to comply with these provisions may be brought by the Association or by a Unit Owner against:

(a) The Association;

(b) An Owner;

(c) Anyone who occupies a Unit, including but not limited to any tenant leasing a Unit or other invitee occupying a Unit (such action in this instance may also include eviction proceedings); or

(d) Any member of the Board who willfully and knowingly fails to comply with these provisions.

(e) Any member of the Board appointed by the Developer, for actions taken by them prior to the time control of the Association is assumed by owners other than the Developer.

19.2 Waiver. A provision of the Condominium Act may not be waived by an Owner if the waiver would adversely affect the rights of the Owner or defeat the purpose of the provision, except that Owners or members of the Board may waive notice of specific meetings in writing as provided by the By-Laws. Any instrument given in writing by an Owner or prospective purchaser of a Unit to an escrow agent may be relied upon by an escrow agent, whether or not such instruction and the payment of funds thereunder might constitute a waiver of any provision of the Condominium Act.

19.3 Attorney's Fees. In any legal proceeding arising out of an alleged failure of a tenant, Owner or the Association to comply with the requirements of the Condominium Act or the Condominium Documents, as they may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorney's fees as may be awarded by the court.

19.4 No Waiver. The failure of the Association or of a member to enforce any right, provision, covenant or condition which may be granted by the Condominium Documents shall not constitute a waiver of the right of the Association or member to enforce such right, provision, covenant or condition in the future.

19.5 No Election of Remedies. All rights, remedies and privileges granted to the Association or Owner, pursuant to any terms, provisions, covenants or conditions of the Condominium Documents shall be deemed to be cumulative, and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party from

exercising such other additional rights, remedies, or privileges as may be granted by the Condominium Documents, or at law or in equity.

19.6 Notice of Lien or Suit.

(a) Notice of Lien. An Owner shall give to the Association written notice of every lien upon his Unit other than for permitted mortgages, taxes and special assessments, within five (5) days after the Owner receives actual notice of the attachment thereof.

(b) Notice of Suit. An Owner shall give notice, in writing, to the Association of every suit or other proceeding which may affect the title to his Unit, such notice to be given five (5) days after the Owner receives actual knowledge thereof.

(c) Failure to Comply. Failure to comply with this Section will not affect the validity of any judicial suit, however, if such failure is a substantial contributing cause of damage or harm to the Association or other Owners, the Owner shall be liable to the injured party.

20. RIGHTS OF MORTGAGEES.

20.1 Approvals. Prior written approval of the record holder of a first mortgage lien on a Unit in the Condominium shall be required for any amendment to the Declaration which would decrease the percentage interests of the Unit in the ownership of the Common Elements, except as provided in Section 17.

20.2 Notice of Condemnation. In the event of condemnation, eminent domain proceedings, or very substantial damage to, or destruction of, any Unit or any part of the Common Elements, the record holder of any first mortgage on the Unit shall be entitled to notice of any termination of the Condominium.

20.3 Lender's Notices. Upon written request to the Association, any institutional mortgagee shall be entitled to timely written notice of any 60-day or longer delinquency in the payment of Assessments or charges owed by the Owner of any Unit on which it holds a mortgage.

21. DEVELOPER'S RIGHTS AND DUTIES. As long as the Developer or any successor developer holds any Units in the Condominium for sale in the ordinary course of business, the following shall apply:

21.1 Developer's Use. Until the Developer has completed all of the contemplated improvements and has sold all of the Units in the Condominium and control of the Association has been turned over to Owners other than the Developer, neither the Owners nor the Association, nor their use of the Condominium Property shall unreasonably interfere with the completion of the contemplated improvements or sale of Units. The Developer may make such use of the unsold Units and of the Common Elements as may reasonably facilitate completion and sale, including, but not limited to, maintenance of a sales office, display of signs, and showing the Units for sale to prospective purchasers. No "For Sale" or "Lease" sign may be displayed upon the Condominium Property, other than the Developer's signage, during this period.

21.2 Assignment. All or any portion of the right, privileges, powers and immunities granted or reserved to the Developer in the Condominium Documents may be assigned by the Developer to any person or entity, without the consent of any other Owner or any holder of a mortgage secured by any Unit (other than the holder of a first mortgage secured by an interest of the Developer), but only if the assignee agrees without qualification to assume all of the duties and obligations of the Developer under this Declaration, and the Articles of Incorporation and By-Laws of the Association from and after the date of such assignment.

21.3 Amendment of Plans and Alterations of Boundaries and Apartment Dimensions. The Developer may modify the plot plan as to Units or building types in its sole discretion, to the full extent possible under law.

21.4 Turnover. Prior to, or not more than seventy-five (75) days after, the time that Owners other than the Developer are entitled to elect a majority of the Directors of the Association, the Developer shall relinquish control of the Association, and the Owners shall accept control. Simultaneously, the Developer shall deliver to the Association all property of the Owners and of the Association held or controlled by the Developer and all items and documents that the Developer is required to deliver or turn over to the Association under Florida law. The Developer may turn over control of the Association to Owners other than the Developer prior to the above mentioned dates, in its sole discretion, by causing all of its appointed Directors to resign, whereupon it shall be the affirmative obligation of Owners other than the Developer to elect Directors and assume control of the Association. Provided at least sixty (60) days' notice of Developer's decision to cause its appointees to resign is given to Unit Owners, neither the Developer, nor such appointees, shall be liable in any manner in connection with such resignations even if Owners other than the Developer refuse or fail to assume control.

21.5 Assessments. The Developer shall be excused from payment of its share of the Common Expenses as to the Units owned by the Developer during the "Guaranty Period" which is a period commencing upon the recording of this Declaration until twenty-four (24) months from the date of recording, or the date the Developer turns over the control of the Association to Owners other than the Developer. During the period of time when the Developer is excused from paying its share of the Common Expense, the Developer shall be obligated to pay the difference between the Association's Common Expenses and the sums collected as the annual Assessment for Common Expenses from Owners other than the Developer. During the Guaranty Period, the annual Assessment (inclusive of assessments due to the Master Association) for each Unit, including reserves, shall not exceed $3,407.68 for the fiscal year ending December 31, 2005, and $3,918.83 for the fiscal year ending December 31, 2006. The Developer may extend the Guaranty Period for one or more additional one-year periods at its sole option; provided, however, that the guaranteed level of Assessment set forth herein shall not be increased.

Upon the conclusion of the Guaranty Period, any working capital funds collected by the Association from Owners upon their purchase of the Unit shall be available to the Association.

21.6 Condominium Name. Nothing herein contained shall be construed as giving this Condominium or the Association the exclusive right to use the name Pheasant Hollow at Hunters Ridge, a Condominium, or any derivation thereof, and the Developer reserves the right to use

said name in future projects. Further, nothing herein contained shall be construed as allowing this Association to manage future condominium projects.

21.7 Assignment of Rights. All rights in favor of Developer reserved in this Declaration of Condominium and the exhibits attached hereto are freely assignable in whole or in part by Developer and may be exercised by the nominee of Developer and/or exercised by the successor or successors in interest of Developer.

21.8 Amendments by Developer. As long as the Developer owns Units for sale in the ordinary course of business, the Developer reserves the right to amend this Declaration and its exhibits, to the full extent possible under law, for one or any combination of the following purposes:

(a) To depict all of the improvements existing on the Condominium Property; to depict all Common Elements and Limited Common Elements on the Condominium Property; to comply with the requirements of any federal, state or local law, government, quasi-government, agency or government-related corporation, including, without limitation, the requirements of the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association or the provisions of the Fair Housing Act of 1968 as amended by the Fair Housing Amendments Act of 1988, 42 U.S.C. Section 3601-3631 (the "FHAA").

(b) To conform to the requirements of any Institutional First Mortgagee or government agency willing to make, purchase or insure mortgage loans secured by Units or any portion of the Properties. Notwithstanding anything to the contrary contained in this Declaration, until the satisfaction of record of any mortgage placed upon the Condominium Property to finance the construction of the improvements for the Condominium Property (hereinafter referred to as the "Mortgage"), the following provisions shall be a part of this Declaration and shall supersede any inconsistent provisions contained elsewhere in this Declaration.

(i) Whenever the consent of Developer is required under this Declaration, the written consent of the holder of the Mortgage (hereinafter referred to as "Mortgagee") shall also be required for all amendments materially affecting the rights or interests of the Mortgagees, or as otherwise required by the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation, and such consent will not be unreasonably withheld. It shall be presumed that except as to those matters described in Sections 718.110(4) and (8) of the Florida Statutes, amendments to the Declaration do not materially affect the rights or interests of Mortgagees.

(c) No amendment shall be made to this Declaration which would alter the procedure for repairing or restoring the commonly insured real property or alter the rights of Mortgagee, or, in the opinion of Mortgagee, in any other way affect the security of Mortgagee, without Mortgagee's joinder and written consent to such amendment for all amendments materially affecting the rights or interests of the Mortgagees, or as otherwise required by the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation, and such consent will not be unreasonably withheld. It shall be presumed that except as to those matters described in Sections 718.110(4) and (8) of the Florida Statutes, amendments to the Declaration do not materially affect the rights or interests of Mortgagees.

(d) If Mortgagee either assumes possession of any portion of the Condominium Property upon which said Mortgage is a lien or acquires title to unsold Units upon foreclosure of the Mortgage, by purchase of the unsold Units upon foreclosure of the Mortgage, by purchase of the unsold Units at foreclosure sale, or by deed in lieu of foreclosure, Mortgagee and its successors and assigns shall have and enjoy all of the rights and privileges granted to the Developer by this Declaration of Condominium, including the right to guarantee the deficiency, for Assessments during the Guaranty Period as defined in Section 21.5.

Said Amendments may be made and executed solely by the Developer and recorded in the Public Records of Lee County, Florida, and without any requirement of securing the consent of any Owner, the Association, the Members thereof or the owner and holder of any lien encumbering a condominium parcel. No amendment shall unlawfully discriminate against any Owner or any class of Owners; and no amendment shall change any Unit's share in the Common Elements and other appurtenances, nor increase the Owner's proportionate share of the Common Expenses, unless the Owners of the Units concerned and their institutional mortgagees shall consent in writing to the amendment, and a majority of the voting interests approve the amendment.

21.9 Sales of Units. The Developer shall have the right to sell or transfer any Unit owned by it on such terms and conditions as it deems in its own best interest. No purchaser from the Developer shall be required to obtain Association approval for the said purchase.

21.10 Access to Unit Under Construction. The Developer may prohibit access to any uncompleted building to any of the Owners or contract purchasers, while such uncompleted building is under construction and development. No Owner, or his Guests or invitees, shall in any way interfere or hamper with the Developer, its employees, contractors, successors or assigns, in connection with such construction. Thereafter, during such time as the Developer, its successors or assigns, owns any Units within the buildings and is carrying on any business in connection therewith, including the selling, renting or leasing of such Units, the Owners, their Guests and invitees, shall in no way interfere with such activities or prevent access to such Units by the Developer, its successors, assigns or agents.

21.11 Easements. Prior to turnover of control of the Association to Members other than the Developer, the Developer may, in its sole discretion, set aside, lease, grant an easement, license or other use right to the Common Elements to any person or entity for such purposes as may be expressed in the instrument leasing or granting the easement, license or other use right.

22. AMENDMENT OF DECLARATION. Amendments to this Declaration shall be proposed and adopted in the following manner:

22.1 Proposal. In addition to the provisions contained in Section 22.8 herein, amendments to this Declaration may be proposed by the Board of Directors or by written petition signed by the Owners of one-fourth (1/4) of the Units.

22.2 Procedure. Upon any amendment or amendments to this Declaration being proposed as provided above, the proposed amendment or amendments shall be transmitted to the President of the Association, who shall thereupon determine which of the methods shown in 22.3

below shall be used for voting. The appropriate notices and copies of the proposed amendments shall be mailed to the members not later than ninety (90) days after transmittal to the President.

22.3 Vote Required. Except as otherwise provided by law, or by specific provision of the Condominium Documents this Declaration may be amended by concurrence of two-thirds (2/3) of the voting interests present in person or by proxy and voting at any annual or special meeting for which notice has been given to the Members in accordance with law. Alternatively, amendments may be adopted without a meeting following the procedure set forth in the By-Laws.

22.4 Certificate; Recording. A copy of each amendment shall be attached to a certificate that the amendment was duly adopted as an amendment to the Declaration, which certificate shall be in the form required by law and 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 Lee County, Florida.

22.5 Proviso. Except as to provisions contained in the Plan of Development Section and Sections 22.3 and 22.8 of this Declaration, any amendment which changes the configuration or size of any Condominium Unit in any material fashion, materially alters or modifies the appurtenances to the Unit, or changes the proportion or percentage by which the owner of the Unit shares the common expenses and owns the common surplus, must be approved by two-thirds of the voting interests, the record Owner of the Unit and his institutional mortgagee, if any, in writing. This proviso does not apply to changes caused by condemnation or a taking by eminent domain as provided in Section 17 of this Declaration. No amendment shall unlawfully discriminate against any Owner nor against any Unit or class or group of Unit Owners or Units.

22.6 Correction of Errors. Notwithstanding any provision herein to the contrary, if there is any omission or scrivener's error in this Declaration of Condominium or in any document required to establish the Condominium, then the Association may correct the error or omission, without a vote of the Members, by the recording of a properly executed amendment that has been approved by a majority of the Board of Directors of the Association.

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

22.8 Amendment of Provision Relating to Developer. As long as the Developer holds any Units for sale in the ordinary course of business, no amendment may make any change in any provision relating specifically to the Developer without the Developer's written consent. No amendment may be made which in the Developer's sole judgment may impair or prejudice the rights or privileges of the Developer reserved in the Declaration without the Developer's prior written approval.

22.9 Amendment Relating to Easements. No amendment may make any change in any provisions relating specifically to the holders of telecommunication easements, licenses, leases and the like without the written consent of the affected party. No amendment may adversely

affect or impair the rights of such telecommunication providers without there express written consent.

22.10 Amendment to Conform to Federal Fair Housing Act. This Condominium shall be in compliance with the provisions of the Fair Housing Act of 1968 as amended by the Fair Housing Amendments Act of 1988, 42 U.S.C., Section 3601-3631 (the "FHAA"). To the extent that the Declaration of Condominium must be amended to comply with the FHAA, the Board of Directors shall amend the Declaration without the necessity of obtaining the approval of Unit Owners as may otherwise be required hereunder or under the Bylaws.

23. FINES.

23.1 Compliance. Every Owner and his tenants, Guests, invitees and agents shall comply with any and all rules and regulations as same exist and as may be adopted in the future by the Board of Directors.

23.2 Enforcement. Failure to comply with such rules and regulations shall be grounds for immediate action which may include, without limitation, an action to recover sums for damages, an action for injunctive relief, or any combination thereof.

23.3 Procedure. In addition to all other remedies, in the sole discretion of the Board, a fine or fines may be levied upon an Owner for failure of an Owner, his tenants, Family, Guests, invitees, or employees to comply herewith or with any rules or regulations, provided the following procedures are followed:

(a) Notice. The party against whom the fine is sought to be levied shall be afforded an opportunity for hearing before a committee of Owners after reasonable notice of not less than fourteen (14) days, and the notice shall include:

(i) A statement of the date, time and place of the hearing;

(ii) A statement of the provisions of the Declaration, By-Laws or rules which have allegedly been violated; and

(iii) A short and plain statement of the matters asserted by the Association.

(b) Hearing. The party against whom the fine may be levied shall have a reasonable opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved, and shall have an opportunity at the hearing to review, challenge, and respond to any material considered by the Association. If the hearing committee does not agree with the fine, the fine may not be levied.

(c) Penalties. The Board of Directors may levy a fine against a Unit not to exceed One Hundred Dollars ($100.00) per violation. However, a fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing, provided that no such fine shall in the aggregate exceed One Thousand Dollars ($1,000.00).

(d) Payment of Penalties. Fines shall be paid not later than five (5) days after notice of the imposition of same.

(e) Remedy. For non-payment of fines the Association shall have all of the remedies applied by law.

(f) Non-Exclusive Remedy. The fines provided for herein shall not be construed to be an exclusive remedy of the Association, and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled; however, any penalty paid by the offending Owner shall be deducted from or offset against any damage which the Association may otherwise be entitled to recover by law.

24. HURRICANE SHUTTERS. Owners may install hurricane or storm shutters only in accordance with the specifications adopted by the Board of Directors, which shall include specifications including color, style and other factors deemed relevant by the Board. All specifications adopted by the Board shall comply with the applicable building code. The Board reserves the right (but is not obligated), subject to the provisions of Chapter 718, Florida Statutes, and the approval of a majority of voting interests of the Condominium, to install hurricane shutters and may maintain, repair or replace such approved hurricane shutters, whether on or within Common Elements, Limited Common Elements, Units or the Association Property. However, where laminated glass architecturally designed to function as hurricane protection which complies with the applicable building codes, the Board may not install hurricane shutters. The Board may operate shutters installed pursuant to this paragraph without permission of the Unit Owners only where such operation is necessary to preserve and protect the Condominium Property and Association Property. The expenses of installing and repairing hurricane shutters by the Board shall not constitute a Common Expenses, although an Owner who has previously installed hurricane shutters or laminated glass architecturally designed to function as hurricane protection which complies with the applicable building code shall receive a credit equal to the pro-rata portion of the assessed installation costs assigned to each Unit.

25. SECURITY. Notwithstanding anything contained herein or in the Articles of Incorporation, By-Laws, any Rules or Regulations of the Association, or any other document governing or binding the Association, the Association shall not be liable or responsible for, or in any manner a guarantor or insurer of, the health, safety or welfare of any Owner, Occupant, Guest or user of any portion of the Condominium Property, including without limitation, residents and their families, guests, invitees, agents, servants, contractors, or subcontractors or for any property of such persons. Without limiting the generality of the foregoing:

(a) It is the express intent of the Association documents that the various provisions thereof which are enforceable by the Association and which govern or regulate the uses of the Condominium Property have been written, and are to be interpreted and enforced, for the sole purpose of enhancing and maintaining the enjoyment of the Condominium Property and the value thereof;

(b) The Association is not empowered, and has not been created, to act as an entity which enforces or ensures the compliance with the laws of the United States, State of Florida, Lee County, and/or any other jurisdiction or the prevention of tortuous activities; and

(c) Any provisions of the Condominium documents setting forth the uses of assessments which relate to health, safety or welfare shall be interpreted and applied only as limitations on the uses of assessment funds and not as creating a duty of the Association to protect or further the health, safety or welfare of any person or persons, even if assessment funds are chosen to be used for any such purpose.

Each Owner, by virtue of his acceptance of title to his Unit, and each other person having an interest in or lien upon, or making any use of any portion of the Condominium Property by virtue of accepting such interest or lien or making such uses, shall be bound by this provision and shall be deemed to have automatically waived any and all rights, claims, demands and causes of action against the Association arising from or connected with any matter for which the liability of the Association has been disclaimed in this provision.

As used in this section, "Association" shall include within its meaning all of the Association's directors, officers, committee and board members, employees, agents, managers, contractors, subcontractors, successors and assigns and shall also include the Developer, which shall be fully protected hereby.

26. **ARBITRATION OF CLAIMS**. Pursuant to the provisions of the Condominium Act, in the event that there are any warranty, negligence or other claims against the Developer or any party having a right of contribution from, or being jointly and severally liable with, the Developer, which claim is in excess of One Thousand Dollars ($1,000.00) (the "Claims") relating to the design, construction, furnishing or equipping of the Condominium Property, same shall be adjudicated pursuant to binding arbitration, rather than civil litigation, as permitted by the Florida Arbitration Code (the "Code"), Chapter 682, Florida Statutes, in the following manner:

(a) The party making the Claims, which shall include the Association as well as any Unit Owner (the "Claimant") shall notify the Developer in writing of the Claims, specifying with particularity the nature of each component thereof and providing a true and complete copy of each and every report, study, survey or other document supporting or forming the basis of the Claims.

(b) Within thirty (30) days of receipt of the notice of the Claims, the Developer will engage, at its own expense, a duly licensed engineer or architect, as appropriate (the "Arbitrator") to serve as the arbitrator of the Claims pursuant to the Code. Such engineer or architect shall be independent of the Developer and the Claimant, not having any then current business relationship with the Developer or Claimant, other than by virtue of being the Arbitrator. Upon selecting the Arbitrator, the Developer shall notify the Claimant of the name and address of the Arbitrator.

(c) Within thirty (30) days after the Developer notifies the Claimant of the name and address of the Arbitrator, the Claimant and the Developer shall be permitted to provide the Arbitrator with any pertinent materials to assist the Arbitrator in rendering his findings.

(d) Within sixty (60) days from the date of his appointment, the Arbitrator shall review the Claims and supporting materials, inspect the Condominium Property and all

appropriate plans, specifications and other documents relating thereto, and render a report (the "Final Report") to the Developer and the Claimant setting forth, on an item- by-item basis, his findings with respect to the Claims and the method of correction of those he finds to be valid. If the Developer so requests by written notice to the Arbitrator, the Arbitrator will specify the estimated cost of the correction of each of those Claims he finds to be valid and shall offset therefrom costs reasonably attributable to any Association failure to maintain or mitigate or to any contributory negligence, in all cases whether chargeable to the Claimant or others. At the request of the Claimant or Developer that a conference be held to discuss the Claims, such a conference shall be held, and the Arbitrator shall establish procedures, guidelines and ground rules for the holding of the conference. The Claimant and the Developer shall be entitled to representation by its attorney and any other expert at the conference. In the event such a conference is held, the sixty (60)-day time period referenced in this Section shall be extended as the Arbitrator deems warranted. At the conference, the Arbitrator shall notify the Developer and Claimant as to when the Final Report shall be issued.

(e) The Developer shall have one hundred eighty (180) days after receipt of the Final Report in which to (i) correct the Claims found to be valid, or (ii) pay to the Claimant the amount estimated by the Arbitrator to be the cost to correct same after the offset referred to in Section 26.D above.

(f) As to those matters the Developer elects to correct, upon completion of all corrective work, the Developer will so notify the Arbitrator (with a copy of such notice to the Claimant), and the Arbitrator shall then inspect the corrected items and render a report (the "Remedial Report") to the Developer and the Claimant on whether those items have been corrected. Such procedure shall be repeated as often as necessary until all items have been corrected.

(g) For all purposes, the Final Report and the Remedial Report of the Arbitrator will constitute binding and enforceable arbitration awards as defined in Florida Statutes, Section 682.09 of the Arbitration Code, and any party affected by such reports will have the right to seek the enforcement of same in a court of competent jurisdiction. Moreover, no party will have the right to seek separate judicial relief with respect to warranty disputes as defined above, or to seek to vacate the aforementioned arbitration awards, except in accordance with the Arbitration Code, and then only upon the specific grounds and in the specified manner for the vacation of such awards as established by Florida Statutes, Section 682.13, of the Arbitration Code.

(h) The Arbitrator shall not be liable to the Association, the Claimant or the Developer by virtue of the performance of his or her services hereunder, fraud and corruption excepted.

(i) The procedures set forth above shall also be the sole means by which disputes as to Association finances (including, without limitation, the Developer's payment of assessments, deficit funding obligations, if any, the handling of reserves and the keeping of accounting records), except that the Arbitrator shall be a Certified Public Accountant who (i) is a member of Community Associations Institute, and (ii) meets the independence test set forth above.

(j) In the event that there is any dispute as to the legal effect or validity of any of the Claims (e.g., as to standing, privity of contract, statute of limitations or laches, failure to maintain or mitigate, existence of duty, foreseeability, comparative negligence, the effect of disclaimers or the interpretation of this Declaration as it applies to the Claims), such dispute shall be submitted to arbitration, as herein provided, by a member in good standing of The Florida Bar chosen by the Developer, which arbitrator shall be independent of the Developer and the Claimant as set forth above. In such event, all time deadlines which cannot be met without the resolution of such disputed matters shall be suspended for such time as the arbitration provided for in this subsection continues until final resolution.

27. MISCELLANEOUS.

27.1 Severability. The invalidity in whole or in part of any covenant or restriction or any section, subsection, sentence, clause, phrase or word or other provision of this Declaration, the By-Laws, any Rules and Regulations of the Association, and any exhibit attached hereto, shall not affect the remaining portions thereof.

27.2 Applicable Statutes. The validity, application, and construction of this Declaration and its exhibits shall be governed by the Laws of Florida, particularly the Condominium Act.

27.3 Conflicts. If there is a conflict between any provision of this Declaration and the Condominium Act, the Condominium Act shall control. If there is a conflict between this Declaration and the Association's By-Laws or Articles of Incorporation, the Declaration shall control.

27.4 Interpretation. The Board shall be responsible for interpreting the provisions of this Declaration and of any of the exhibits attached hereto. Such interpretation shall be binding upon all parties unless wholly unreasonable. A written opinion rendered by legal counsel that an interpretation adopted by the Board is not unreasonable shall conclusively establish the validity of such interpretation.

27.5 Exhibits. There is hereby incorporated within this Declaration any materials contained in the exhibits attached hereto which under Condominium Act are required to be part of, or provided for in, the Declaration.

27.6 Notices. All notices required to be given under the provisions of this Declaration shall be addressed to the Developer at 9001 Daniels Parkway, Suite #200 Ft. Myers, FL 33912, or wherever the Developer may so designate, and to the Association at 9001 Daniels Parkway, Suite #200, Ft. Myers, Florida 33912, and to the Owners at the address of the Unit or the address of the Unit Owner that appears on the current roster of Owners.

IN WITNESS WHEREOF, the Developer has executed this Declaration the day and year first above written.

WITNESSES:

PARKER HUNTERS RIDGE, LLC, a Florida limited liability company

Kerry Trowbridge
Printed Name: Kerry Trowbridge

By: _____
John Reisman, Manager

_____
Printed Name: DAVID KNIEVEL

(Corporate Seal)

STATE OF FLORIDA

COUNTY OF LEE

The foregoing instrument was acknowledged before me this 21ST day of OCTOBER, 2004, by John Reisman, as Manager of Parker Hunters Ridge, LLC, a Florida limited liability company, on behalf of the company, who is personally known to me or produced _____ as identification.

(Seal)

Elaine C. Sparling
Commission # DD 055965
Expires Sep. 10, 2005
Bonded Thru
Atlantic Bonding Co., Inc.

Elaine C. Sparling
Notary Public
Printed Name: ELAINE C. SPARLING
My Commission Expires: 9-10-05

EXHIBIT A

LEGAL DESCRIPTION

BBLS
SURVEYORS & MAPPERS INC.
1502-A RAILHEAD BLVD.
NAPLES, FLORIDA 34110
TELEPHONE: 239-597-1315
FAX: 239-597-5207

LEGAL DESCRIPTION
PHEASANT HOLLOW,
A CONDOMINIUM

BLOCK C, HUNTERS RIDGE NORTH, UNIT FIVE, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 75 AT PAGES 1 THROUGH 10 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEASTERLY CORNER OF SAID BLOCK C; THENCE S.15°57'22"W., ALONG THE EASTERLY LINE OF SAID BLOCK C, A DISTANCE OF 244.28 FEET; THENCE S.12°42'21"W., ALONG SAID EASTERLY LINE, A DISTANCE OF 64.03 FEET; THENCE S.06°50'18"E., ALONG SAID EASTERLY LINE, A DISTANCE OF 235.78 FEET TO THE EASTERLY LINE OF TRACT K OF SAID HUNTERS RIDGE, UNIT FIVE; THENCE S.83°09'42"W., ALONG SAID EASTERLY LINE, A DISTANCE OF 92.50 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 27.50 FEET, A CENTRAL ANGLE OF 90°00'00", A CHORD BEARING OF N.51°50'18"W., AND A CHORD LENGTH OF 38.89 FEET; THENCE ALONG SAID EASTERLY LINE AND THE ARC OF SAID CURVE AN ARC LENGTH OF 43.20 FEET TO THE END OF SAID CURVE; THENCE N.06°50'18"W., ALONG SAID EASTERLY LINE, A DISTANCE OF 223.60 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, HAVING: A RADIUS OF 122.50 FEET, A CENTRAL ANGLE OF 22°47'40", A CHORD BEARING OF N.04°33'32"E., AND A CHORD LENGTH OF 48.41 FEET; THENCE ALONG SAID EASTERLY LINE AND THE ARC OF SAID CURVE AN ARC LENGTH OF 48.74 FEET TO THE END OF SAID CURVE; THENCE N.15°57'22"E., ALONG SAID EASTERLY LINE, A DISTANCE OF 243.26 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 30.00 FEET, A CENTRAL ANGLE OF 74°05'10", A CHORD BEARING OF N.52°59'57"E., AND A CHORD LENGTH OF 36.14 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 38.79 FEET TO THE END OF SAID CURVE, THE SAME BEING A POINT ON THE SOUTHERLY LINE OF SAID TRACT K; THENCE S.89°57'28"E., ALONG SAID SOUTHERLY LINE, A DISTANCE OF 44.32 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, HAVING: A RADIUS OF 232.50 FEET, A CENTRAL ANGLE OF 14°31'22", A CHORD BEARING OF S.82°41'47"E., AND A CHORD LENGTH OF

58.77 FEET; THENCE ALONG SAID SOUTHERLY LINE AND THE ARC OF SAID CURVE AN ARC LENGTH OF 58.93 FEET TO THE END OF SAID CURVE AND THE **POINT OF BEGINNING**. PARCEL CONTAINS 1.55 ACRES, MORE OR LESS.

AND

BEGINNING AT THE SOUTHEASTERLY CORNER OF SAID BLOCK C; THENCE S.83°09'42"W., ALONG THE SOUTHERLY LINE OF SAID BLOCK C, A DISTANCE OF 246.00 FEET TO THE SOUTHWESTERLY CORNER OF SAID BLOCK C; THENCE N.06°50'18"W., ALONG THE WESTERLY LINE OF SAID BLOCK C, A DISTANCE OF 120.00 FEET TO THE SOUTHERLY LINE OF SAID TRACT K; THENCE N.83°09'42"E., ALONG SAID SOUTHERLY LINE, A DISTANCE OF 246.00 FEET TO THE EASTERLY LINE OF SAID BLOCK C; THENCE S.06°50'18"E., ALONG SAID EASTERLY LINE, A DISTANCE OF 120.00 FEET TO THE **POINT OF BEGINNING**. PARCEL CONTAINS 0.68 ACRES, MORE OR LESS.

AND

BEGINNING AT THE NORTHWESTERLY CORNER OF SAID BLOCK C, THE SAME BEING A POINT ON THE SOUTHERLY LINE OF SAID TRACT K AND A POINT ON A CURVE TO THE RIGHT, HAVING: A RADIUS OF 482.50 FEET, A CENTRAL ANGLE OF 05°47'46", A CHORD BEARING OF N.87°08'40"E, AND A CHORD LENGTH OF 48.79 FEET; THENCE ALONG SAID SOUTHERLY LINE AND THE ARC OF SAID CURVE AN ARC LENGTH OF 48.81 FEET TO THE END OF SAID CURVE; THENCE S.89°57'28"E., ALONG SAID SOUTHERLY LINE, A DISTANCE OF 37.01 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 30.00 FEET, A CENTRAL ANGLE OF 105°54'50", A CHORD BEARING OF S.37°00'03"E., AND A CHORD LENGTH OF 47.89 FEET; THENCE ALONG SAID SOUTHERLY LINE AND THE ARC OF SAID CURVE AN ARC LENGTH OF 55.46 FEET TO THE END OF SAID CURVE, THE SAME BEING A POINT ON THE WESTERLY LINE OF SAID TRACT K; THENCE S.15°57'22"W., ALONG SAID WESTERLY LINE, A DISTANCE OF 217.60 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, HAVING: A RADIUS OF 152.50 FEET, A CENTRAL ANGLE OF 22°47'40", A CHORD BEARING OF S.04°33'32"W., AND A CHORD LENGTH OF 60.27 FEET; THENCE ALONG SAID WESTERLY LINE AND THE ARC OF SAID CURVE AN ARC LENGTH OF 60.67 FEET TO THE END OF SAID CURVE; THENCE S.06°50'18"E., ALONG SAID WESTERLY LINE, A DISTANCE OF 223.60 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 27.50 FEET, A CENTRAL ANGLE OF 90°00'00", A CHORD BEARING OF S.38°09'42"W., AND A CHORD LENGTH OF 38.89 FEET;

THENCE ALONG SAID WESTERLY LINE AND THE ARC OF SAID CURVE AN ARC LENGTH OF 43.20 FEET TO THE END OF SAID CURVE; THENCE S.83°09'42"W., ALONG SAID WESTERLY LINE AND THE WESTERLY LINE OF SAID BLOCK C, A DISTANCE OF 92.50 FEET; THENCE N.06°50'18"W., ALONG THE WESTERLY LINE OF SAID BLOCK C, A DISTANCE OF 251.10 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 272.50 FEET, A CENTRAL ANGLE OF 22°47'40", A CHORD BEARING OF N.04°33'32"E., AND A CHORD LENGTH OF 107.70 FEET; THENCE ALONG SAID WESTERLY LINE AND THE ARC OF SAID CURVE AN ARC LENGTH OF 108.41 FEET TO THE END OF SAID CURVE; THENCE N.15°57'22"E., ALONG SAID WESTERLY LINE, A DISTANCE OF 220.57 FEET TO THE **POINT OF BEGINNING.**
PARCEL CONTAINS 1.57 ACRES, MORE OR LESS.

TOTAL AREA OF PARCELS DESCRIBED IS 3.80 ACRES, MORE OR LESS.

BEARINGS REFER TO HUNTERS RIDGE NORTH, UNIT FIVE, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 75 AT PAGE 1 THROUGH 10 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

THIS PROPERTY IS SUBJECT TO EASEMENTS, RESTRICTIONS AND RESERVATIONS OF RECORD.

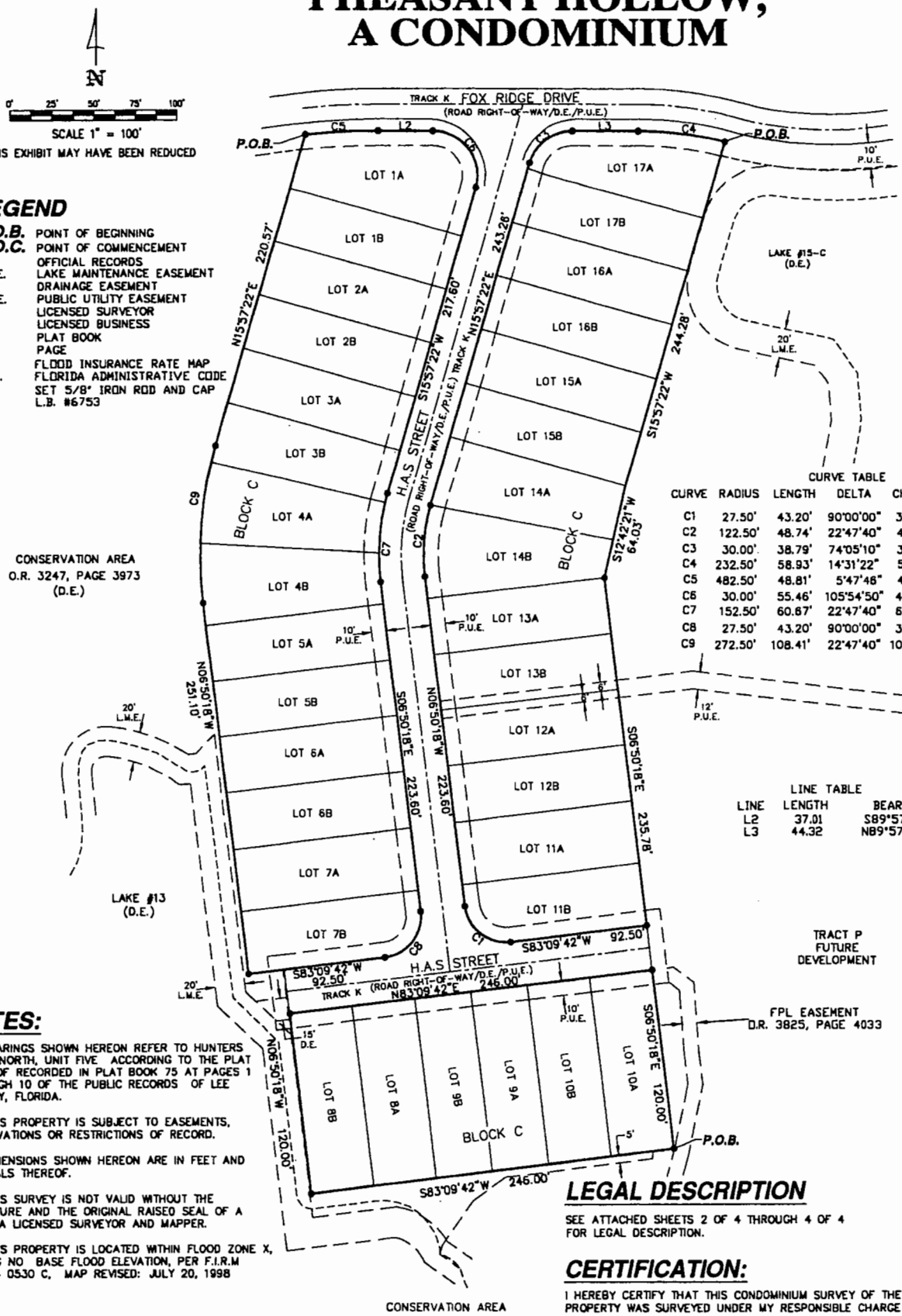
_____11/10/04
STEPHEN E. BERRY, STATE OF FLORIDA, (L.S. #5296)
BBLS SURVEYORS & MAPPERS INC., (L.B. #6753)
Z:\PROJECTS/2004/0476 HUNTERS RIDGE/PHEASANT HOLLOW.DOC
PROOFED BY ___

(SEE ATTACHED SKETCH – 0476 L&S TRACT C.DWG)

EXHIBIT B

PLOT PLAN & SURVEY EXHIBIT

PHEASANT HOLLOW, A CONDOMINIUM



LEGEND

P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
O.R.	OFFICIAL RECORDS
L.M.E.	LAKE MAINTENANCE EASEMENT
D.E.	DRAINAGE EASEMENT
P.U.E.	PUBLIC UTILITY EASEMENT
L.S.	LICENSED SURVEYOR
L.B.	LICENSED BUSINESS
P.B.	PLAT BOOK
PG.	PAGE
FIRM	FLOOD INSURANCE RATE MAP
F.A.C.	FLORIDA ADMINISTRATIVE CODE
•	SET 5/8" IRON ROD AND CAP L.B. #6753

CURVE TABLE

CURVE	RADIUS	LENGTH	DELTA	CHORD	CHORD BEARING
C1	27.50'	43.20'	90°00'00"	38.89'	N51°50'18"W
C2	122.50'	48.74'	22°47'40"	48.41'	N04°33'32"E
C3	30.00'	38.79'	74°05'10"	36.14'	N52°59'57"E
C4	232.50'	58.93'	14°31'22"	58.77'	S82°41'47"E
C5	482.50'	48.81'	5°47'48"	48.79'	N87°08'40"E
C6	30.00'	55.46'	105°54'50"	47.89'	S37°00'03"E
C7	152.50'	60.67'	22°47'40"	60.27'	S04°33'32"W
C8	27.50'	43.20'	90°00'00"	38.89'	S38°09'42"W
C9	272.50'	108.41'	22°47'40"	107.70'	N04°33'32"E

LINE TABLE

LINE	LENGTH	BEARING
L2	37.01	S89°57'28"E
L3	44.32	N89°57'28"W

NOTES:

1.) BEARINGS SHOWN HEREON REFER TO HUNTERS RIDGE NORTH, UNIT FIVE ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 75 AT PAGES 1 THROUGH 10 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

2.) THIS PROPERTY IS SUBJECT TO EASEMENTS, RESERVATIONS OR RESTRICTIONS OF RECORD.

3.) DIMENSIONS SHOWN HEREON ARE IN FEET AND DECIMALS THEREOF.

4.) THIS SURVEY IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

5.) THIS PROPERTY IS LOCATED WITHIN FLOOD ZONE X, HAVING NO BASE FLOOD ELEVATION, PER F.I.R.M 125124 0530 C, MAP REVISED: JULY 20, 1998

LEGAL DESCRIPTION

SEE ATTACHED SHEETS 2 OF 4 THROUGH 4 OF 4 FOR LEGAL DESCRIPTION.

CERTIFICATION:

I HEREBY CERTIFY THAT THIS CONDOMINIUM SURVEY OF THE HEREON DESCRIBED PROPERTY WAS SURVEYED UNDER MY RESPONSIBLE CHARGE ON XX/XX/XX. THIS SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 61G17-6, F.A.C. PURSUANT TO SECTION 472.027 FLORIDA STATUTES.

STEPHEN E. BERRY, STATE OF FLORIDA, (L.S. #5296)
BBLS SURVEYORS & MAPPERS INC., (L.B. #6753)

THIS INSTRUMENT PREPARED BY:
STEPHEN E. BERRY, L.S.#5296
BBLS SURVEYORS & MAPPERS INC.
1502-A RAIL HEAD BLVD.
NAPLES, FLORIDA 34110 (239) 597-1315

08/31/04
REVISED 01/15/05

CONDOMINIUM SURVEY

Z:\PROJECTS\2004\0476 HUNTERS RIDGE\dwg\CONDO DOCS\0476CS TRACK C.dwg 09/03/2004 09:08:27 AM EDT

EXHIBIT C

ARTICLES OF INCORPORATION OF PHEASANT HOLLOW CONDOMINIUM ASSOCIATION, INC.

ARTICLES OF INCORPORATION FOR
PHEASANT HOLLOW CONDOMINIUM ASSOCIATION, INC.

In compliance with the requirements of Chapter 617, *Florida Statutes*, the undersigned, all of whom are of full age, have this day voluntarily associated themselves together for the purpose of forming a corporation not-for-profit and do hereby certify:

ARTICLE I

The name of the corporation, herein called the "Association" is Pheasant Hollow Condominium Association, Inc., and the corporate office address is 9001 Daniels Parkway, Suite 200, Fort Myers, Florida 33912.

Section 1. PURPOSE AND POWERS: The purpose for which the Association is organized is to provide an entity pursuant to the Florida Condominium Act for the operation of Pheasant Hollow at Hunters Ridge, a Condominium (the "Condominium"), located in Lee County, Florida.

ARTICLE II

The Association is organized and shall exist upon a non-stock basis as a not-for-profit corporation under the laws of the State of Florida, and no portion of any earnings of the Association shall be distributed or inure to the private benefit of any Member (as defined below), director or officer of the Association. For the accomplishment of its purposes, the Association shall have all of the common law and statutory powers and duties of a corporation not-for-profit under the laws of the State of Florida, and as provided in these Articles, the Declaration of Condominium for Pheasant Hollow at Hunters Ridge, a Condominium (the "Declaration"), the By-Laws for Pheasant Hollow at Hunters Ridge, a Condominium (the "By-Laws") or the Florida Condominium Act; and it shall have all the powers and duties reasonably necessary to operate the Condominium pursuant to the Declaration and as it may hereafter be amended from time to time, including, but not limited to the following:

(a) To make and collect assessments against the Members (as defined in the Declaration) of the Association to defray the costs, expenses and losses of the Condominium, and to use the proceeds of assessments in the exercise of its powers and duties.

(b) To maintain, repair, replace and operate the Condominium Property and Association Property.

(c) To purchase insurance upon the Condominium Property and Association Property for the protection of the Association, its Members, and their mortgagees.

(d) To reconstruct improvements after casualty and to make further improvements of the property.

(e) To make, amend and enforce reasonable rules and regulations governing the use of the Common Elements.

(f) To approve or disapprove the transfer, mortgage, ownership and occupancy of units, as provided by the Declaration and the By-Laws.

(g) To enforce the provisions of the Florida Condominium Act, the Declaration, these Articles, and the By-Laws of the Association.

(h) To contract for the management and maintenance of the Condominium and to delegate any powers and duties of the Association in connection therewith except such as are specifically required by the Declaration to be exercised by the Board of Directors or the membership of the Association.

(i) To employ accountants, attorneys, architects, and other personnel necessary to perform the services required for proper operation of the Condominium.

(j) To acquire real and personal property in the name of the Association.

(k) To collect assessments due from Unit Owners to the Master Association.

All funds and the title to all property acquired by the Association shall be held for the benefit of the Members in accordance with the provisions of the Declaration, these Articles of Incorporation and the By-Laws.

ARTICLE III

Section 2. **MEMBERSHIP:**

(a) The Members of the Association shall consist of all record owners of a fee simple interest in one or more Units in the Condominium, and as further provided in the By-Laws; after termination of the Condominium, the Members shall consist of those who are Members at the time of such termination.

(b) After receiving approval of the Association as required by the Declaration, change of membership shall be established by recording in the Public Records of Lee County, Florida, a deed or other instrument and by the delivery to the Association of a copy of such instrument.

(c) The share of a Member in the funds and assets of the Association cannot be assigned or transferred in any manner, except as an appurtenance to his Unit.

(d) The Owners of each Unit, collectively, shall be entitled to one vote in Association matters as set forth in the Declaration and By-Laws. The manner of exercising voting rights shall be as set forth in the By-Laws.

(e) The manner in which the meetings of the Members shall be held, including, but not limited to, actions by Members without a meeting, shall be as set forth in the By-Laws. Any action required or permitted to be taken at a meeting of the Members (except the annual meeting and a meeting at which a vote is taken to waive or fund reserves and any other meeting of the Members at which their presence is required by the Florida Condominium Act) may be taken without a meeting as set forth in the By-Laws.

ARTICLE IV

Section 3. **TERM**: The term of the Association shall be perpetual.

ARTICLE V

Section 4. **BY-LAWS**: The By-Laws of the Association may be altered, amended, or rescinded in the manner provided therein.

ARTICLE VI

Section 5. **AMENDMENTS**: Except as otherwise provided by Florida law, these Articles of Incorporation may be amended by vote of a majority of the voting interest at any annual or special meeting, or by approval in writing of the owners of a majority of the units without a meeting, provided that notice of any proposed amendment has been given to the Members of the Association, and that the notice contains a copy of the proposed Amendment.

An amendment shall become effective upon filing with the Secretary of State and recording a copy in the Public Records of Lee County, Florida.

ARTICLE VII

Section 6. **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 By-Laws, but not less than three (3) Directors, initially appointed by the Developer, and in the absence of such determination shall consist of three (3) Directors. Except for Directors appointed by the Developer, all Directors must be Members of the Association.

(b) Directors of the Association shall be elected by the Members in the manner determined by the By-Laws. Directors may be removed, and vacancies on the Board of Directors shall be filled in the manner provided by the By-Laws.

(c) The business of the Association shall be conducted by the Officers designated in the By-Laws. 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 VIII

Section 7. **INCORPORATOR**: The name and address of the Incorporator is:

Stephen J. Mitchell — 201 N. Franklin Street, Suite 2100, Tampa, Florida 33602

ARTICLE IX

Section 8. INITIAL DIRECTORS: The initial Directors of the Association and their addresses shall be:

Kerry Trowbridge	9001 Daniels Parkway, Suite 200 Fort Myers, Florida 33912
Vince Gullo	9001 Daniels Parkway, Suite 200 Fort Myers, Florida 33912
David Knizner	9001 Daniels Parkway, Suite 200 Fort Myers, Florida 33912

ARTICLE X

Section 9. INITIAL REGISTERED AGENT: The initial registered office of the Association shall be at:

201 N. Franklin Street, Suite 2100
Tampa, Florida 33602

The Initial Registered Agent at said address shall be:

Andrew Service Corporation of Florida

ARTICLE XI

Section 10. INDEMNIFICATION: The Association shall indemnify every Director and every Officer of the Association who may serve or who has served against all expenses and liabilities, including attorney's 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 be a party because of his being or having been a Director or Officer of the Association. The foregoing right of indemnification shall not apply to:

(a) A violation of the criminal law, unless the Director or Officer had reasonable cause to believe his or her conduct was lawful or had no reasonable cause to believe his or her conduct was unlawful;

(b) A transaction from which the Director or Officer derived an improper personal benefit;

(c) 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 judgment in its favor or in a proceeding by or in the right of a Director or Officer.

To the extent that a Director or Officer has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to in Subsection (a), Subsection (b) or

Subsection (c), or in defense of any claim, issue, or matter therein, he shall be indemnified against expenses (including attorney's fees) actually and reasonably incurred by him in connection therewith.

The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or Officer may be entitled.

The Association may purchase and maintain insurance on behalf of all Directors and Officers against any liability asserted against them or incurred by them in their capacity as Directors or Officers or arising out of their status as such.

WHEREFORE, the Incorporator has caused these presents to be executed this 22 day of July, 2004.

STEPHEN J. MITCHELL

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 22 day of July, 2004, by **Stephen J. Mitchell**, as Incorporator, who is personally known to me.

Notary Public
Printed Name: _____

(Seal)

My Commission Expires: _____

ANGELA DRAGO
MY COMMISSION # DD 050053
EXPIRES: September 19, 2005
Bonded Thru Notary Public Underwriters

ACCEPTANCE OF REGISTERED AGENT

Having been named to accept service of process for Pheasant Hollow Condominium Association, Inc., at the place designated in these Articles of Incorporation, Andrew Service Corporation of Florida hereby accepts the appointment to act in this capacity and agrees to comply with the laws of the State of Florida in keeping open said office.

ANDREW SERVICE CORPORATION OF FLORIDA, a Florida corporation

By: _____
Joseph D. Edwards, Vice President

Dated: July 22, 2004

EXHIBIT D

BY-LAWS OF PHEASANT HOLLOW CONDOMINIUM ASSOCIATION, INC.

BY-LAWS OF
PHEASANT HOLLOW
CONDOMINIUM ASSOCIATION, INC.,
A NOT-FOR-PROFIT CORPORATION

ARTICLE I
NAME, LOCATION AND DEFINITIONS

The name of the corporation is Pheasant Hollow Condominium Association, Inc., a Florida corporation, not-for-profit, hereafter referred to as the "Association." The principal office of the corporation shall be located at 9001 Daniels Parkway, Suite 200, Fort Myers, Florida 33912; but, meetings of Members and directors may be held at such places within the State of Florida as may be designated by the Board of Directors.

The terms used in these By-Laws shall have the meanings as provided in the Declaration of Condominium of Pheasant Hollow at Hunters Ridge, a Condominium.

ARTICLE II
MEMBERS AND MEETINGS OF MEMBERS

Section 1. **Qualification**. Every person or entity who is a record fee simple Owner of a Condominium Unit, including Declarant, at all times as long as it owns all or any part of the property subject to this Declaration, shall be a Member of the Association provided, however, that any such person or entity who holds such interest only as security for the performance of an obligation shall not be a Member. If an Owner is not a natural person, then the Owner shall designate a natural person who shall be the "Primary Occupant," and such natural person shall exercise that Unit's membership rights. Membership shall be appurtenant to, and may not be separated from, ownership of any Unit that is subject to Assessment. When any Unit is owned of record by more than one person or other legal entity, all such persons or entities shall be Members.

Section 2. **Voting Rights**. The Members shall be entitled to one (1) vote for each Unit owned by them. The total votes shall not exceed the total number of Units. The vote of a Unit shall not be divisible. The right to vote may not be denied because of delinquent Assessments. If a Condominium Unit is owned by one natural person, his right to vote shall be established by the record title to the Unit. If a Unit is owned jointly by two (2) or more natural persons, that Unit's vote may be cast by any Owner present at the meeting at which the vote is taken. If two (2) or more Owners are present and cannot agree among themselves how their one vote shall be cast, that vote shall not be counted for any purpose. If the Owner is not a natural person, the vote of that Unit shall be cast by the Unit's Primary Occupant, designated as set forth in Section 1 above.

A majority of votes cast in person or by proxy by members present at a meeting at which a quorum is present shall be sufficient for corporate action, except where provided otherwise in these By-Laws, the Articles, or the Declaration.

Section 3. **Change in Membership**. A change in membership in the Association shall be established by the recording in the Public Records of Lee County, Florida, a deed or other instrument establishing a record title to a Unit. Thereupon, the grantee in such instrument will become a Member of the Association, and the membership of the prior Owner shall thereby be automatically terminated. Upon such transfer of title, the transferee shall notify the Association of such transfer and provide to the Association an address to which all notices and correspondence should be sent. If the transferee fails to provide such an address, the Association shall mail or deliver all notices and correspondence to the transferee at the address of the Unit.

Section 4. **Termination of Membership**. The termination of membership in the Association does not relieve or release any former Member from liability or obligation incurred under or in any way connected with the Association during the period of his membership, nor does it impair any rights or remedies which the Association may have against any former Owner or Member arising out of or in any way connected with such ownership and membership and the covenants and obligations incident thereto.

Section 5. **Annual Meetings**. The first annual meeting of the Members shall be held within one (1) year from the date of incorporation of the Association, and each subsequent regular annual meeting of the Members shall be held at a date and time as may be determined by the Board each year thereafter, between October 1st and December 1st.

Section 6. **Special Meetings**. Special meetings of the Members may be called at any time by the President or by the Board of Directors, or upon written request of ten percent (10%) of the Members who are entitled to vote.

Section 7. **Notice of Meetings**. Written notice of each meeting of the Members shall be given by, or at the direction of the Secretary or person authorized to call the meeting, by mailing or hand delivering a copy of such notice, postage prepaid, at least fourteen (14) days before such meeting to each Member entitled to vote thereat, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting and shall include an agenda. The notice shall also be posted in a conspicuous place on the Condominium Property or Association Property at least fourteen (14) continuous days preceding the meeting, unless there is no Condominium Property or Association Property upon which to post a notice.

Section 8. **Quorum**. The presence at the meeting of at least one-half of the Members entitled to vote in person or by proxy shall constitute a quorum for any action, except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, until a quorum as aforesaid shall be present or be represented.

Section 9. **Proxies**. At all meetings of Members, each Member may vote in person or by limited proxy, except in the election of the Board of Directors. All proxies shall be in writing and filed with the Secretary. Any proxy given shall be effective only for the specific meeting for which it was originally given and any lawfully adjourned meetings thereof. Every

proxy shall be revocable and shall automatically cease upon conveyance by the Member of his Unit. In no event shall a proxy be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given.

Section 10. Adjourned Meetings. If a quorum is not present at any duly called meeting of the Members, the majority of the voting interests present shall adjourn the meeting to a later date when a quorum may be obtained. When a meeting is adjourned, notice of the time and place of its continuance shall be given, as provided in Section 7 therein.

Section 11. Order of Business. The order of business at Members' meetings shall be substantially as follows:

(a) Collection of ballots not yet cast.

(b) Call of the roll and certification of quorum and proxies.

(c) Proof of notice of meeting or waiver of notice.

(d) Reading and disposal of any unapproved minutes.

(e) Reports of Officers.

(f) Reports of Committees.

(g) Election of Directors.

(h) Unfinished Business.

(i) New Business.

(j) Adjournment.

Section 12. Minutes. Minutes of all meetings of Members and of the Board of Directors shall be kept in a businesslike manner and available for inspection by Members, or their authorized representatives, and Board members at all reasonable times and for a period of seven (7) years after the meeting.

Section 13. Parliamentary Rules. Roberts' Rules of Order (latest edition) shall govern the conduct of the Association meetings when not in conflict with the law or with the Declaration of Condominium or these By-Laws.

Section 14. Action by Members Without Meeting. Any action required or permitted to be taken at a meeting of the Members (except the annual meeting and a meeting at which a vote is taken to waive or fund reserves and any other meeting of the Members at which their presence is required by the Condominium Act) may be taken without a meeting if written consents, setting forth the action to be taken, are signed by the Members having not less than the minimum number of votes that would be necessary to take such action at a meeting, or a majority of the total votes of the entire membership, whichever is greater. Upon receiving the requisite

number of written consents, the Board of Directors may take the authorized action upon adopting a resolution to that effect. Within ten (10) days after adopting the resolution, the Board shall send written notice of the action taken to all Members who have not consented in writing. Nothing in this paragraph shall be construed in derogation of Members' rights to call a special meeting of the membership, as elsewhere provided in these By-Laws nor shall it limit any Unit Owner meeting permitted by Florida law.

ARTICLE III
BOARD OF DIRECTORS: TERM OF OFFICE

Section 1. **Number**. The affairs of this Association shall be managed by a Board of at least three (3) directors initially appointed by the Developer. The number of Board members may be amended by a resolution of the Board of Directors.

Section 2. **Term of Office**. Each director elected by the Members shall hold office for a term of one (1) year.

Section 3. **Removal**.

(a) Directors elected or appointed by Owners other than the Developer may be removed from the Board, with or without cause, by a majority vote of the Owners other than the Developer, in person or by limited proxy. For the purposes of establishing percentages of voting interests, and establishing a quorum, only Units owned by Owners other than the Developer shall be counted.

(b) Directors elected or appointed by the Developer may be removed from the Board, with or without cause, only by the Developer.

Section 4. **Replacement**.

(a) If a vacancy occurs on the Board of Directors as a result of a recall by Owners and less than a majority of the Members are removed, the vacancy may be filled by the affirmative vote of a majority of the remaining Directors. If vacancies occur on the Board of Directors as a result of a recall by Owners and a majority or more of the Members are removed, the vacancies shall be filled pursuant to Chapter 718 of the *Florida Statutes*.

(b) Subject to the provisions of Article III of these By-Laws, a vacancy in the Board previously occupied by an appointee of the Developer shall be filled as follows: The Developer shall appoint a replacement who shall act as a Developer-appointed Board member until the next annual meeting. Announcement of such replacement shall be made by the Developer in writing to the Board of Directors. A vacancy, other than as a result of a recall, on the Board previously occupied by a Board member elected or appointed by Owners other than the Developer shall be filled as follows: Only the Owners other than the Developer may vote to fill said vacancy. In which case, at least twenty percent (20%) of the Unit Owners other than the Developer must cast a ballot in order to have a valid election. Elections shall be decided by a plurality of those ballots cast.

Section 5. **Compensation**. No Director shall receive compensation for any service he may render to the Association. However, any Director may be reimbursed for his actual expenses incurred in the performance of his duties.

ARTICLE IV
ELECTION OF DIRECTORS

Section 1. **Notice and Election**. The Board of Directors shall be elected by written ballot or voting machine. Proxies shall in no event be used in electing the Board of Directors in general elections. However, limited proxies may be used to fill vacancies caused by recall. Not less than sixty (60) days before a scheduled election, the Association shall mail or deliver, whether by separate Association mailing, or included in another Association mailing or delivery including regularly published newsletters, to each Owner entitled to vote, a first notice of the date of the election. Any Owner or other eligible person desiring to be a candidate for the Board of Directors must give written notice to the Association not less than forty (40) days before a scheduled election. Together with the written notice and agenda as set forth in Article II(7), the Association shall mail or deliver a second notice of the election to all Owners entitled to vote therein, together with a ballot which shall list all candidates. Upon request of a candidate, the Association shall include an information sheet, not larger than 8½ inches by 11 inches, which must be furnished by the candidate not less than thirty-five (35) days before the election, to be included with the mailing of the ballot, with the costs of mailing or delivery and copying to be borne by the Association. Elections shall be decided by a plurality of those ballots cast. There shall be no quorum requirement; however, at least twenty percent (20%) of the eligible voters must cast a ballot in order to have a valid election of members of the Board of Directors. No Owner shall permit any other person to vote his ballot, and any such ballots improperly cast shall be deemed invalid. Any Owner violating this provision may be fined by the Association in accordance with Chapter 718 of the *Florida Statutes*. The regular election shall occur on the date of the annual meeting and shall be by secret ballot. Notwithstanding the provisions of this paragraph, an election and balloting are not required, unless more candidates file notices of intent to run or are nominated than vacancies exist on the Board.

ARTICLE V
MEETINGS OF DIRECTORS AND COMMITTEES

Section 1. **Meetings**. Meetings of the Board of Directors, and any committee thereof, at which a quorum of the members of that committee are present shall be open to all Unit Owners. Any Owner may tape record or videotape meetings of the Board of Directors. The right to attend such meetings includes the right to speak at such meetings with reference to all designated agenda items. The Association shall adopt reasonable rules governing the tape recording and videotaping of the meeting and the frequency, duration, and manner of Owner statements.

Section 2. **Notice**. Adequate notice of all meetings, which notice shall specifically incorporate an identification of agenda items, shall be posted conspicuously on the Condominium Property at least forty-eight (48) continuous hours preceding the meeting, except in an emergency. Any item not included on the notice may be taken up on an emergency basis by at least a majority, plus one of the members of the Board. Such emergency action shall be

noticed and ratified at the next regular meeting of the Board. However, written notice of any meeting at which non-emergency special Assessments, or at which amendment to rules regarding Unit use will be considered, shall be mailed or delivered to the Owners and posted conspicuously on the Condominium Property not less than fourteen (14) days prior to the meeting. Evidence of compliance with this fourteen (14)-day notice shall be made by an affidavit executed by the person providing the notice and filed among the official records of the Association. Upon notice to the Owners, the Board shall by duly adopted rule designate a specific location on the Condominium Property or Association Property upon which all notices of Board meetings shall be posted. If there is no Condominium Property or Association Property upon which notices can be posted, notices of Board meetings shall be mailed or delivered at least fourteen (14) days before the meeting to the Owner of each Unit. Notice of any meeting in which regular Assessments against Owners are to be considered for any reason shall specifically contain a statement that Assessments will be considered and the nature of any such Assessments.

Section 3. **Quorum**. A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE VI
POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. **Power**. The Board of Directors shall have power to:

(a) Adopt and publish rules and regulations governing the use of the Common Elements and facilities, and the personal conduct of the Members, tenants and their Guests thereon, and to establish penalties and fines for the infraction thereof;

(b) Exercise for the Association all powers, duties and authorities vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation or the Declaration of Condominium;

(c) Employ a manager, an independent contractor, or such employees as they may deem necessary, and to prescribe their duties; and

(d) Appoint from time to time such standing or temporary committees as the Board may deem necessary and convenient for the efficient and effective operation of the Association, and as proscribed by these By-Laws and the Declaration.

Section 2. **Duties**. It shall be the duty of the Board of Directors to:

(a) Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members, or at any special meeting when such statement is requested in writing by one-tenth (1/10) of the Members who are entitled to vote.

(b) Supervise all officers, agents and employees of this Association and to see that their duties are properly performed.

(c) As more fully provided in the Declaration to: (1) fix the amount of the annual Assessment against each Unit at least thirty (30) days in advance of each annual Assessment period; (2) send written notice of each Assessment to every Owner subject thereto at least fifteen (15) days in advance of each annual Assessment period; and (3) after filing a claim of lien in the public records, foreclose the lien against any property for which Assessments are not paid (but not earlier than thirty (30) days after the Association has furnished written notice to such Unit Owner of its intention to foreclose its lien), or to bring an action at law against the Owner personally obligated to pay the same.

(d) Issue, or to cause an appropriate officer to issue, upon demand by a person, a certificate setting forth whether or not any Assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an Assessment has been paid, such certificate shall be conclusive evidence of such payment.

(e) Procure and maintain adequate liability, hazard, and other types of insurance on property owned or maintained by the Association.

(f) Cause the Common Elements to be maintained.

(g) Prepare the annual budget.

(h) Respond to an Owner's written inquiry that has been delivered by certified mail, within thirty (30) days of the inquiry. The Board of Directors shall give a substantive response to the inquirer, notify the inquirer that a legal opinion has been requested, or notify the inquirer that advice has been requested from the Division.

(i) Perform or act upon anything else required by law.

ARTICLE VII
OFFICERS AND THEIR DUTIES

Section 1. **Enumeration of Officers**. The officers of this Association shall be a President and Vice President, who shall at all times be members of the Board of Directors, a Secretary and a Treasurer, and such other officers as the Board may, from time to time, by resolution create.

Section 2. **Election of Officers**. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Members.

Section 3. **Term**. The officers of this Association shall be elected annually by the Board and shall hold office for one (1) year, unless he shall sooner resign, or shall be removed or otherwise disqualified to serve.

Section 4. **Special Appointments**. The Board may elect such other officers, as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. **Resignation and Removal**. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice, or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. **Vacancies**. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. **Multiple Offices**. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices, except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. **Duties**. The duties of the officers are as follows:

(a) **PRESIDENT** The President shall preside at all meetings of the Board of Directors, shall see that orders and resolutions of the Board are carried out, and shall sign all leases, mortgages, deeds and other written instruments, promissory notes and checks.

(b) **VICE-PRESIDENT** The Vice President shall act in the place and stead of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

(c) **SECRETARY** The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members, keep the corporate seal of the Association and affix it on all papers requiring said seal, serve notice of meetings of the Board and of Members, keep appropriate current records showing the Members of the Association, together with their addresses, and shall perform such other duties as required by the Board.

(d) **TREASURER** The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors, shall sign all promissory notes of the Association, keep proper books of account, and shall prepare an annual budget and a statement of income and expenditures to be presented to the Board and deliver a copy of each to the Members.

ARTICLE VIII
BOOKS AND RECORDS

Section 1. **Inspection by Members**. The Official Records of the Association are open to inspection by any Member, or the authorized representative of such Member, at all reasonable times. The right to inspect the Official Records includes the right to make or obtain copies, at the reasonable expense, if any, of the Member. The Association may adopt reasonable

rules regarding the frequency, time, location, notice and manner of record inspections and copying. The Association shall maintain an adequate number of copies of the Declaration, Articles of Incorporation, By-Laws and Rules, and all amendments to each of the foregoing, as well as the Question and Answer Sheet and year-end financial information required by Chapter 718 of the *Florida Statutes*, on the Condominium Property to ensure their availability to Owners and prospective purchasers, and may charge its actual costs for preparing and furnishing these documents to those requesting the same.

ARTICLE IX
FISCAL MATTERS AND ASSESSMENTS

Section 1. **Assessments**. As more fully provided in the Declaration, each Member is obligated to pay to the Association Assessments which are secured by a continuing lien upon the property against which the Assessment is made. Assessments shall be paid not less frequently than quarterly in the discretion of the Board. Assessments shall be collected against Owners in the proportions as provided in the Declaration. Any Assessments that are not paid when due shall be delinquent. If the Assessment is not paid within thirty (30) days after the due date, the Assessment shall bear interest from the date of delinquency at the highest rate as allowed by law. In addition, the Association may charge an administrative late fee, not to exceed the greater of $50.00 or five percent (5%) of each delinquent installment. Payments on account of delinquent Assessments shall first be applied to interest, then to late fees, then to costs and attorneys' fees, and then to the delinquent payment. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the Unit, and interest, costs and reasonable attorneys' fees of any such action shall be added to the amount of such Assessment. No Owner may waive or otherwise escape liability for the Assessments provided for herein by non-use of the Common Elements or abandonment of his Condominium Unit.

Section 2. **Bank Accounts**. The Association shall maintain its accounts in such financial institutions in the State of Florida as shall be designated from time to time by the Board. Withdrawal of monies from such accounts shall be only by such persons as are authorized by the Board. The Board may invest Association funds in interest-bearing accounts, money market funds, certificates of deposit, U.S. Government securities, and other similar investment vehicles.

Section 3. **Budget**. The Board of Directors shall, prior to the end of the fiscal year, adopt an annual budget for Common Expenses for the next fiscal year. At least fourteen (14) days prior to such a meeting, the Board shall mail or hand deliver to each Owner, at the address last furnished to the Association by the Owner, a notice of such meeting and a copy of the proposed annual budget. An officer or manager of the Association, or other person providing notice of such meeting, shall execute an affidavit evidencing compliance with such notice requirement, and such affidavit shall be filed among the official records of the Association.

Section 4. **Reserves for Capital Expenditures and Maintenance**. In addition to annual operating expenses, the proposed budget must include reserve accounts for capital expenditures and deferred maintenance. These accounts shall include, but not be limited to, roof replacement, building painting and pavement resurfacing, and for any other item for which the deferred maintenance expense or replacement cost exceeds $10,000. The amount to be reserved

shall be computed by a formula based upon estimated remaining useful life and estimated replacement cost of each item, and such formula shall be set forth in the proposed budget. These reserves shall be funded, unless the Members subsequently determine by majority at a duly called meeting to fund no reserves or less than adequate reserves for a fiscal year. The vote to waive or reduce reserves, if any is taken, may be taken only after the proposed budget has been mailed to the Owners, as required above. However, prior to turnover of control of the Association by the Developer to Owners other than a Developer, the Developer may vote to waive the reserves or reduce the funding of reserves for the first two (2) fiscal years of the operation of the Association, beginning with the year in which the Declaration is recorded, after which time reserves may only be waived or reduced for each fiscal year upon the vote of a majority of non-developer voting interests present in person or by limited proxy at a duly called meeting of the Association. Reserve funds and any interest accruing thereon shall remain in the reserve account or accounts, and shall be used only for authorized reserve expenditures, unless their use for other purposes is approved in advance by a majority vote at a duly called meeting of the Association. Prior to turnover of control of the Association to Owners other than the Developer, the Association shall not vote to use reserves for purposes other than that for which they were intended without the approval of a majority of all non-developer voting interests, voting in person or by proxy at a duly called meeting of the Association.

Section 5. **General Maintenance Reserves**. In addition to the statutory reserves provided above, or in place of them if the Members so vote, the Board may establish one or more additional reserve accounts for general operating expenses, repairs, minor improvements or deferred maintenance. The purpose of the reserves is to provide financial stability and to avoid the need for special Assessments on a frequent basis. The amounts proposed to be so reserved shall be shown in the proposed annual operating budget each year. These funds may be spent for any purpose approved by the Board.

Section 6. **Fidelity Bonds**. The Association shall obtain and maintain adequate fidelity bonding of all persons who control or disburse funds of the Association. As used in this section, the term "persons who control or disburse funds of the Association" includes, but is not limited to, those individuals authorized to sign checks, and the President, Secretary and Treasurer of the Association. The insurance policy or fidelity bond must cover the maximum funds that will be in the custody of the Association or its management agent at any one time. The Association shall bear the cost of bonding.

Section 7. **Financial Information**. Within ninety (90) days following the end of the fiscal or calendar year the Board of Directors shall complete the financial report of actual receipts and expenditures for the previous twelve (12) months, or a complete set of financial statements for the preceding fiscal year prepared in accordance with generally accepted accounting principles, and as required by Chapter 718 of the *Florida Statutes*. Within twenty one (21) days after the financial report is completed or received by the Association from a third party, the Association shall furnish the Unit Owners with copies of the report, or a notice that a copy of the report will be mailed or hand delivered to the Unit Owners, without charge upon a written request from the Owner (s).

Section 8. **Commingling**. All funds shall be maintained separately in the Association's name. Reserve and operating funds of the Association shall not be commingled, except for investment purposes. No manager or business entity required to be licensed or registered under Chapter 468.432 of the *Florida Statutes*, and no agent, employee, officer, or director of the Association shall commingle any Association funds with his funds or with the funds of any other condominium association or community association as defined in Chapter 468.431 of the *Florida Statutes*.

Section 9. **Application of Payments**. All payments on account by a Owner shall be applied first to interest, then to any administrative late fee, then to costs and attorneys' fees incurred in collection and then to the delinquent Assessment.

Section 10. **Fines**. In addition to all other remedies, in the sole discretion of the Board of Directors of the Association, a fine or fines may be levied upon an Owner for failure of an Owner, his tenants, Family, Guests, invitees, or employees to comply herewith or with any rules or regulations provided the following procedures are followed:

(a) The party against whom the fine is sought to be levied shall be afforded an opportunity for hearing before a committee of Owners after reasonable notice of not less than fourteen (14) days, and the notice shall include:

(1) A statement of the date, time and place of the hearing;

(2) A statement of the provisions of the Declaration, By-Laws or Rules which have allegedly been violated; and

(3) A short and plain statement of the matters asserted by the Association.

(b) The party against whom the fine may be levied shall have a reasonable opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved, and shall have an opportunity at the hearing to review, challenge, and respond to any material considered by the Association. If the committee does not agree with the fine, the fine may not be levied.

(c) **Penalties**. The Board of Directors may levy a fine against a Unit not to exceed $100.00 per violation. However, a fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing, provided that no such fine shall in the aggregate exceed $1,000.00.

(d) **Payment of Penalties**. Fines shall be paid not later than five (5) days after notice of the imposition of same.

(e) **Remedy**. For non-payment of fines, the Association shall have all of the remedies allowed by Law.

(f) **Non-Exclusive Remedy**. The fines provided for herein shall not be construed to be an exclusive remedy of the Association, and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled; however, any penalty paid by the offending Owner shall be deducted from or offset against any damage which the Association may otherwise be entitled to recover by law.

ARTICLE X
CORPORATE SEAL

Section 1. Form. The Association shall have a seal in circular form, having within its circumference the words, "Pheasant Hollow Condominium Association, Inc., a Florida corporation, not-for-profit."

ARTICLE XI
AMENDMENTS

Section 1. Vote. These By-Laws may be amended at a regular or special meeting of the Members, by a vote of a majority of a quorum of Members present in person or by proxy.

Section 2. Resolution of Conflict. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control, and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

ARTICLE XII
TRANSFER OF ASSOCIATION CONTROL; DEVELOPER'S RIGHT

Section 1. Members' Rights to Elect Board of Directors. When Owners other than the Developer own fifteen percent (15%) or more of the Units, the Owners other than the Developer shall be entitled to elect one-third (1/3) of the members of the Board of Directors. Unit Owners other than the Developer are entitled to elect not less than a majority of the members of the Board:

(a) Three (3) years after fifty percent (50%) or more of the Units have been conveyed to purchasers;

(b) Three (3) months after ninety percent (90%) or more of the Units have been conveyed to purchasers;

(c) When all of the Units have been completed, some of the Units conveyed to purchasers, and none of the others are being offered for sale by the Developer in the ordinary course of business;

(d) When some of the Units have been conveyed to purchasers, and none of the others are being constructed or offered for sale by the Developer in the ordinary course of business; or

(e) Seven years after recordation of the Declaration of Condominium.

whichever occurs first. The Developer shall be entitled to elect at least one (1) member of the Board, as long as it holds for sale in the ordinary course of business at least five percent (5%) of the Units.

Section 2. **Developer's Rights**. As long as the Developer holds Units for sale in the ordinary course of business, none of the following actions may be taken without approval in writing by the Developer:

(a) Any amendment to the Condominium Documents which would adversely affect the Developer's rights.

(b) Any action by the Association that would be detrimental to the sale of Units by the Developer. However, an increase in Assessments for common expenses shall not be deemed to be detrimental to the sale of Units.

Section 3. **Transfer of Association Control**. Prior to, or not more than seventy-five (75) days after, the time that Owners other than the Developer are entitled to elect a majority of the Directors of the Association, the Developer shall relinquish control of the Association, and the Owners shall accept control. Simultaneously, the Developer shall deliver to the Association all property of the Owners and of the Association held or controlled by the Developer and all items and documents that the Developer is required to deliver or turn over to the Association under Florida law. The Developer shall not be required to turn over financial records until sixty (60) days after the date of turnover of control of the Association. The Developer may turn over control of the Association to Owners other than the Developer prior to the above-mentioned dates, in its sole discretion, by causing all of its appointed Directors to resign, whereupon it shall be the affirmative obligation of Owners other than the Developer to elect Directors and assume control of the Association. Provided at least sixty (60) days' notice of Developer's decision to cause its appointees to resign is given to Owners, neither the Developer, nor such appointees, shall be liable in any manner in connection with such resignations, even if Owners other than the Developer refuse or fail to assume control.

ARTICLE XIII
MISCELLANEOUS

Section 1. **Fiscal Year**. The fiscal year of the Association shall begin on the first (1st) day of January and end on the thirty first (31st) day of December of every year, or as determined from time to time by the Board.

Section 2. **Arbitration**. Internal disputes arising from the operation of the Condominium among Owners, the Association, their agents and assigns, shall be resolved by mandatory non-binding arbitration under the provisions of Chapter 718 of the *Florida Statutes*.

Section 3. **Certificate of Compliance**. The Board of Directors may accept a certificate of compliance from a licensed electrical contractor or electrician as evidence of compliance of condominium units to the Condominium Fire and Life Safety Code.

IN WITNESS WHEREOF, we, being all of the Directors of Pheasant Hollow Condominium Association, Inc., a Florida corporation, not-for-profit, have hereunto set our hands this 21st day of October, 2004.

KERRY TROWBRIDGE

VINCE GULLO

DAVID KNIZNER

CERTIFICATION

I, THE UNDERSIGNED, DO HEREBY CERTIFY:

THAT I am the duly elected and acting Secretary of Pheasant Hollow Condominium at Hunters Ridge Condominium Association, Inc., a Florida corporation, not-for-profit; and

THAT the foregoing By-Laws constitute the original By-Laws of said Association, as duly adopted at a meeting of the Board of Directors thereof, held on the 21st day of October, 2004.

DAVID KNIZNER

EXHIBIT 2

MASTER DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR HUNTERS RIDGE COMMUNITY ASSOCIATION, INC.

HOMEOWNERS ASSOCIATION DOCUMENTS

132.00

OR2003 PG4209

2489574

MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

HUNTERS RIDGE

THIS DECLARATION, is made this 18th day of July, 1988, by Beau Kastle Developers, Inc., a Florida Corporation, hereinafter referred to as "Declarant", or "Developer".

W I T N E S S E T H:

WHEREAS, Declarant is the Owner of certain real property located in Lee County, Florida, herein referred to as "the Properties" and desires to create a residential community which shall contain single family residences on platted lots, common areas and recreation areas, known as HUNTERS RIDGE, and

WHEREAS, Declarant wishes to provide for the preservation and maintenance of the appearance, values and amenities of HUNTERS RIDGE and, for the preservation and protection of wetlands, uplands and lakes in the Properties. To this end, Declarant desires to subject the real property described in Exhibit "A" to the terms, conditions, rights and obligations of this Master Declaration of Covenants, Conditions and Restrictions for HUNTERS RIDGE, herein called the "Declaration" and desires to create a not-for profit membership corporation, herein called the "Association" to be given the power and duty of maintaining and administering the Common Areas, Limited Common Areas and facilities and enforcing this Master Declaration of Covenants, Conditions and Restrictions for HUNTERS RIDGE.

NOW, THEREFORE, Declarant hereby declares that all of the properties in Exhibit "A" shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of such Owner thereof.

ARTICLE I
DEFINITIONS

1.01 "Association" shall mean and refer to HUNTERS RIDGE COMMUNITY ASSOCIATION, INC., its successors and assigns.

ORD VERIFIED - CHARLIE GREEN, CLERK
BY: M. J. ROBINSON, D.C.

1.02 "Board of Directors" or "Board" shall mean and refer to the representative body which is responsible for the Administration of the Association.

1.03 "Common Areas" shall mean all real property to be owned by the Association for the common use and enjoyment of the Owners, their agents, assigns, employees and invitees, including certain wetlands and uplands preservation areas. The Common Areas include all land which is subject to this Declaration less and excepting the Sites which have been reserved by Declarant for sale to Owners. The Common Areas do not include a golf course, clubhouse, or any ancilliary golf/recreational areas. Common Areas that benefit the residents of a particular neighborhood and are intended to be limited to the use of a particular neighborhood shall be called Neighborhood Common Areas. All of the said Common Areas shall be deeded by Declarant to the Association as hereafter provided.

1.04 "Declarant" or "Developer" shall mean and refer to Beau Kastle Developers, Inc., a Florida Corporation. It shall not include any person or entity who purchases a Site from Beau Kastle Developers, Inc., unless such purchaser is specifically assigned some or all rights of Beau Kastle Developers, Inc.

1.05 "Institutional Mortgagee" shall mean and refer to the holder of a first mortgage against a Site which holder is a bank, savings and loan association, real estate or mortgage investment trust, pension or profit sharing trust, the Federal Housing Administration, the Veterans Administration, any agency of the United States of America, or by any other public or private corporation engaged in the business of guaranteeing or insuring residential first mortgage loans, and their successors and assigns, or any entity recognized in the community as an institutional lender. The mortgage may be placed through and closed in the name of a mortgage broker.

1.06 "Lot" or "Site" shall mean and refer to any parcel of land including a platted lot, villa/townhome site, or condominium apartment containing one residential dwelling unit. In the Properties detached, attached or condominium apartments may be constructed.

1.07 "Member" shall mean and refer to all those Owners who are members of the Association.

1.08 "Neighborhood" shall mean and refer to each separately developed and designated residential area comprised of one (1) or more housing types subject to this Declaration, whether or not governed by an additional owners association, in which owners may have common interests other than those common to all Association members, such as a common theme, entry features, development name, and/or Common Areas for use by all Association members. For example, and by way of illustration and not limitation, each condominium, townhome

development, cluster home development, and single-family detached housing development shall constitute a separate Neighborhood. In addition, each parcel of land intended for development as any of the above shall constitute a Neighborhood, subject to division into more than one (1) Neighborhood upon development. Where the context permits or requires, the term Neighborhood shall also refer to any unincorporated Neighborhood Committee or not-for-profit corporation in the form of a Neighborhood Association having jurisdiction over property within a Neighborhood.

1.09 "Neighborhood Assessments" shall mean assessments for common expenses provided for herein or by any subsequent amendment which shall be used for the purposes of promoting the recreation, common benefit, and enjoyment of the Owners and occupants of a particular Neighboorhood and of maintaining the properties or Neighborhood Common Areas within a particular Neighborhood, all as may be specifically authorized from time to time by the Board of Directors and as more particularly authorized herein.

Any Neighborhood Assessment shall be levied equally against all Sites in the Neighborhood benefiting from the services supported thereby, provided that in the event of assessments for exterior maintenance of structures, or insurance on structures, or replacement reserves which pertain to particular structures or improvements (pursuant to a subsequent amendment or supplement to this Declaration), or other expenses incurred for the benefit of particular Sites, such assessments may be levied on a pro rata basis among the benefited Sites.

1.10 "Neighborhood Committee" shall mean the Owners residing within the duly elected representatives of a Neighborhood who shall represent the Neighborhood at Neighborhood meetings and provide input to the Voting Representative regarding operations and maintenance of the Neighborhood, as more fully provided for herein and the By-Laws of the Association.

1.11 "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of the fee simple title to any Site situated upon the Properties but shall not mean or refer to any mortgagee unless
and until any such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

1.12 "Properties" or "Property" shall mean and refer to that certain real property described in "Exhibit A", and such additions thereto as may hereafter be brought within the jurisdiction of the Association and submitted to this Declaration.

1.13 "Single Family" shall mean a family unit comprised of the owner, spouse, children, parents, brothers, sisters, grandchildren and

other persons permanently cohabiting with the Owner as or together with the Owner as a primary occupant.

1.14. "Voting Representative" shall mean and refer to the representative selected by the Members of each Neighborhood to be the president of a Neighborhood Association or the chairperson of a Neighborhood Committee. The Voting Representative shall be responsible for casting all votes attributable to Sites within the Neighborhood for election of directors, amending this Declaration or the By-Laws, and all other matters to come before the Association as provided for in this Declaration and in the By-Laws.

ARTICLE II
PROPERTY RIGHTS

2.01 Every Owner shall have a right and easement of enjoyment in and to the Common Areas together with a nonexclusive easement of ingress and egress over the private roadways which right and easement of enjoyment shall be appurtenant to and shall pass with title to every Site subject to the following provisions:

A. The right of the Association to charge all Owners reasonable fees for the upkeep, maintenance and repair of the Common Areas, equipment or structures situated upon the Common Areas.

B. The right of the Declarant or the Association to dedicate, or transfer or grant an easement or property rights to all or any part of the Common Areas to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members.

C. The right of the Board to promulgate, modify, amend and enforce reasonable rules and regulations relating to the use and enjoyment of the Common Areas, and use of the Sites.

D. Ownership of each Site shall entitle the Owner or Owners thereof to an easement over any portion of their driveway located beyond their Site line.

E. Utility easements are hereby reserved throughout the properties as may be required to adequately serve the properties.

F. Easements for ingress and egress and rights-of-way are reserved for pedestrian traffic over, through, on and across all Common Areas and upon all sidewalks, paths, walkways, lanes and avenues, as the same from time to time exist upon the Common Areas; and for vehicular traffic over, through and across such

portions of the Common Areas as from time to time may be installed for such purposes.

2.02 Any Owner may delegate, in accordance with and subject to the By-Laws and this Declaration, his right of enjoyment to the Common Areas and facilities to the members of his family, his tenants, invitees or contract purchasers who reside on a Site.

2.03 The Declarant shall not be required to convey the legal and equitable title and ownership to the Common Areas or any part thereof until the time the Declarant shall relinquish control of the Association to Site Owners other than the Declarant. Declarant may convey title, and the Association shall accept title at any time prior to the Declarants conveyance of the last Site owned by the Declarant, at Declarant's sole option.

2.04 There shall be no judicial partition of the Common Areas, nor shall Declarant, or any Owner or any other person acquiring any interest in the Properties, or any part thereof seek judicial partition thereof. However, nothing contained herein shall be construed to prevent judicial partition of any Site owned in Co-tenancy.

2.05 Within the easements for installation and maintenance of utilities and any drainage facilities, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may damage, interfere with, or change the direction of flow of drainage facilities in the easements.

2.06 Except as provided in Article IV Section 9.07 as relating to the Declarant, no Owner of any Site may take any action or use any Site which would violate that certain Resolution Number ZAB-85-273 of the Board of County Commissioners of Lee County, Florida, dated December 16, 1985, creating the zoning for the Properties.

ARTICLE III
MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION; TURNOVER

3.01 Every person or entity who is a record fee simple Owner of a Site, including Declarant at all times so long as it owns all or any part of the property subject to this Declaration, shall be a member of the Association provided that any such person or entity who holds such interest only as security for the performance of an obligation shall not be a member. If any such Owner is not a natural person, the subject entity shall designate a natural person who shall be the "primary occupant" and such natural person shall exercise the Site's membership rights. Membership shall be appurtenant to, and may not be separated from ownership of any Site which is subject to assessment.

When any Site is owned of record by two or more persons or other legal entity, all such persons or entities shall be members. The Declarant shall also be a member so long as it owns any portion of the Properties.

3.02 The members of the Association shall be entitled to one (1) vote for each Site owned by them which vote shall be exercised by the duly elected Voting Representative of the Neighborhood Association as set forth below and in the By-Laws. The total votes shall not exceed the total number of Sites. The vote of a Site shall not be divisible. If a Site is owned by one natural person, his right to vote shall be established by the record title to the Site. If a Site is owned jointly by two or more natural persons and they cannot agree among themselves how their one vote shall be cast, that vote shall not be counted for any purpose. If the Owner of a Site is not a natural person, the vote of that Site shall be cast by the Site's primary occupant designated as set forth above.

3.03 Every Site shall be located within a Neighborhood as defined in Section 1.08 herein. Upon the formation of a Neighborhood a Supplemental Declaration to this Declaration will be recorded in the Public Records of Lee County, Florida describing said Neighborhood and establishing particular neighborhood restrictions, common areas, and assessments. So long as the Declarant owns any portion of the Properties, the Declarant shall be entitled to prepare and file any such Supplemental Declaration in its sole discretion as Declarant feels necessary and so long as Declarant owns any portion of the Properties, any such Supplemental Declaration filed by the Association shall require consent of the Declarant. Each Neighborhood shall elect a Neighborhood Committee or Association to be comprised of no less than three nor more than five members to represent the interests of Owners of Sites in such Neighborhood. Each Neighborhood Committee or Association may, upon the affirmative vote, written consent, or a combination thereof of a majority of Owners within the Neighborhood, request that the Association provide a higher level of service or special services for the benefit of Sites in the Neighborhood, the cost of which shall be assessed against the benefited Sites. The Voting Representative of the Neighborhood Committee or Association shall serve as the Voting Representative for such Neighborhood at Association meetings and shall cast all votes attributable to Sites in the Neighborhood on all Association matters requiring membership vote, unless otherwise specified in this Declaration or the By-Laws.

3.04 Whenever the Community Association delegates any duty to a Neighborhood Association, the Neighborhood Association shall be deemed to have automatically accepted same and to have agreed to indemnify, defend and hold harmless the Community Association from all liabilities, losses, damages and expenses (including attorney's fees actually incurred and court costs, through all appellate levels,

arising from or connected with the Neighborhood Associations performance, non-performance or negligent performance thereof).

3.05 Prior to, or not more than sixty (60) days after Lot Owners other than the Developer own seventy-five (75%) percent of the Lots planned in the Properties, the Developer shall relinquish control of the Association, and the Lot Owners shall accept control. Simultaneously, the Developer shall deliver to the Association all property of the Lot Owners and of the Association held or controlled by the Developer. The Developer may turn over control of the Association to Lot Owners other than the Developer prior to the above time period, in its sole discretion, by causing all of its appointed Directors to resign, whereupon it shall be the affirmative obligation of the Lot Owners other than the Developer to elect Directors and assume control of the Association. Provided at least thirty (30) days' notice of Developer's decision to cause it's appointees to resign is given to Lot Owners, neither the Developer, nor such appointees shall be liable in any manner in connection with such resignations even if Lot Owners other than the Developer refuse or fail to assume control.

ARTICLE IV
COVENANTS FOR MAINTENANCE ASSESSMENT

4.01 Subject to the provisions of Article IV, Section 4.10 herein, each Owner of any Site (by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance) including any purchaser at a judicial sale, shall hereafter be deemed to covenant and agree to pay to the Association maintenance assessments or charges, and any special assessments to be fixed, established and collected from time to time as hereinafter provided. All such assessments, together with interest thereon from 30 days after the due date at the highest rate as allowed by law, costs and a reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the Site(s) against which each such assessment is made, and shall also be the personal obligation of the Owner. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas or by abandonment, or otherwise.

4.02 The annual and special assessments as determined by the Board shall be levied by the Community Association and shall be collected as provided for herein to be used exclusively for the purpose of promoting the betterment of the Properties including but not limited to the following:

A. Improvements, maintenance, management and repair of the Common Areas, including but not limited to the cost of maintaining golf course, clubhouse and attendant facilities:

1. all streets, parking areas and sidewalks, to the extent that such improvements are a part of the Common Areas, golf course, clubhouse and attendant facilities;

2. all landscaped areas including lawns, shrubs, trees and other plantings located on Common Areas, golf course, clubhouse and attendant facilities;

3. all equipment and facilities owned by or acquired by the Association located on the Common Areas, golf course, clubhouse and attendant facilities;

4. all designated Neighborhood Common Areas (subject to Neighborhood assessments);

5. all wetlands, lakes and upland vegetation areas designated as Common Areas and golf course areas.

6. Nonpotable water, electrical lighting, directional signage and other necessary utility services for the Common Areas, golf course, clubhouse and attendant facilities;

7. Maintenance and repair of all storm drains, drainage courses, drainage easements, sprinkler systems in the Common Areas, utility easements, golf course, clubhouse and attendant facilities;

8. The control of exotic vegetation and annual removal thereof.

9. Maintenance of fences, signs and entry gates and related facilities that are part of or appurtenant to improvements constructed on the Common Areas, golf course, clubhouse and attendant facilities;

B. Hiring management companies and payment of management fees and charges and hiring of personnel and operation and maintenance of any limited access facility located at the entries, if any;

C. Fire insurance covering the full insurable replacement value of the Common Areas with extended coverage, if reasonably available;

D. Liability insurance if reasonably available insuring the Association against any and all liability to the public, to any Owner, or to the invitees, or tenants of any Owner arising out of their occupation and/or use of the Common Areas, golf course, clubhouse and attendant facilities. The policy limits shall be

set by the Association, and shall be reviewed at least annually and increased or decreased in the discretion of the Association;

E. Workmen's compensation insurance to the extent necessary to comply with the Florida Statutes, and any other insurance deemed necessary by the Board;

F. Acquisition of equipment for the Common Areas, golf course, clubhouse and attendant facilities as may be determined by the Community Association, including without limitation, all equipment and personnel necessary or proper for use or maintenance of the Common Areas, golf course, clubhouse and attendant facilities;

G. Any other materials, supplies, equipment, labor, management, supervision, services, personnel, repairs, structural alterations, insurance, taxes or assessments which the Community Association is required to secure or pay pursuant to the terms of this Declaration or by law, or which shall be necessary or proper in the opinion of the Board for the operation of the Common Areas, golf course, clubhouse and attendant facilities, for the benefit of the Owners and for the betterment of the Properties, or for the enforcement of these restrictions;

H. Establishment of reserve accounts as needed for capital expenditures and deferred maintenance for the Common Areas, golf course, clubhouse and attendant facilities;

4.03 All regular and special assessments for items pertaining to the Common Areas shall be at a uniform rate for each Site in the Properties.

4.04 Each Neighborhood Association shall, if applicable, initially collect all assessments and other sums due Hunter's Ridge Community Association, Inc. and any Neighborhood Association assessments from the members residing in that neighborhood. Each Neighborhood Association shall remit the assessment so collected to the Community Association pursuant to such procedures as may be adopted by the Community Association. The sum so collected shall be applied first to the assessments of the Community Association and then to those of the collecting Neighborhood Association. No sums collected by a Neighborhood Association on behalf of the Community Association shall be deemed a common expense of the collecting Neighborhood Association.

Notwithstanding the priority of disbursements of collected lump sums as provided above, all capital improvement assessments, special assessments, personal assessments, interests, late charges, recovered costs of collection and other extraordinary impositions shall be remitted to the entity imposing same separate and apart from the priorities established above.

Each Neighborhood Association shall not be required to record liens or take any other actions with regard to deliquencies in assessments payable to the Community Association unless the Community Association gives written notice of its election to have the Neighborhood Associations do so. In the event that the Community Association does make such an election, then all of the Community Association's rights of enforcements provided in this Declaration shall be deemed to have automatically vested in the applicable Neighborhood Association, but all costs and expenses of exercising such rights shall nevertheless be paid by the Community Association (which shall be entitled to receive payment of any such costs and expenses which are ultimately recovered). The Community Association shall have the right to delegate to a Neighborhood Association, on an exclusive or non-exclusive basis any duties of the Community Association as the Community Association shall deem appropriate. Such delegation shall be made by written notice to the Neighborhood Associations which shall be effective no earlier than thirty (30) days from the date it is given. Any delegation made pursuant hereto may be modified or revoked by the Community Association at any time.

4.05 In addition to the annual assessments, the Community Association may levy in any assessment year a special assessment applicable to that year only, for reconstruction, unexpected repair or replacement of a capital improvement as approved by the Board, including the necessary fixtures and personal property related thereto.

4.06 The assessments for which provision is herein made shall be paid quarterly, in advance, or as fixed by the Board to be the date of commencement. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year.

4.07 The Board shall fix the date of commencement, and the amount of the assessments against each Site for each assessment at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of the Site Owners and assessments applicable thereto which shall be kept in the office of the Community Association and shall be open to inspection by any Member. Not later than fourteen (14) days after fixing the date of commencement and amount of assessments, the Community Association shall notify Site Owners by sending written notice of such commencement date and amount to said Site Owners at the address as shown on the current roster of members, which notice shall be conclusive as to delivery to Site Owners, or the Community Association may send such notice to the Neighborhood Associations as more fully provided herein, directing each Association to forward said Notice to the Site Owners in that Neighborhood. The Community Association shall, on demand, and for a reasonable charge, furnish to any Owner liable for said assessment a certificate in writing signed by an officer of the Community Association, setting forth whether said assessment has been paid. Such certificate shall be

conclusive evidence of payment of any assessment therein stated to have been paid.

The Community Association may, by written Notice given to the effected Neighborhood Association, at least thirty (30) days prior to the end of the Neighborhood Associations fiscal year and allocate to the the Neighborhood Association a share of the expenses incurred by the Community Association which are reasonably allocable to the Neighborhood Association and/or the portion of Hunter's Ridge within its jurisdiction. In such event, the expenses so allocated shall thereafter be deemed common expenses of the Neighborhood Association payable by it (with assessments collected from its members) to the Community Association. In the event of a failure of a Neighborhood Association to budget or assess it members for expenses allocated as aforesaid, the Community Association shall be entitled to pursue all available legal and equitable remedies against the Neighborhood Association or, without waiving its right to the foregoing, specially assess the members of the Neighborhood Association and their Sites for the sums due (such special assessments, as all others, to be secured by the lien provided for in this Declaration).

4.08 If any assessment is not paid within thirty (30) days from its due date as determined by the Board pursuant to this Declaration, the Community Association may, at any time thereafter, record a lien against said Site in the Public Records of Lee County, Florida, and bring an action to foreclose the lien in a like manner as a foreclosure of a mortgage on real property and/or a suit on the personal obligation against the Owner(s), and there shall be added to the amount of such assessment the cost of any such action (including a reasonable attorney's fee), and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorneys' fee to be fixed by the Court, together with costs of the action.

4.09 The lien of the assessment for which provision is herein made as well as in any other Article of this Declaration shall be subordinate to the lien of any first mortgage to an institutional lender unless the Claim of Lien is recorded prior to the mortgage. Such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such Site(s) pursuant to a decree of foreclosure, and in any other proceeding in lieu of foreclosure and shall relieve any Site(s) neither from liability for any assessments thereafter becoming due, nor from the lien of any subsequent assessment.

4.10 The following property subject to this Declaration shall be exempted from the assessments charges and liens created herein:

A. All properties to the extent of any easement or other

interest therein dedicated and accepted by Lee County and devoted to public use.

B. All Common Areas as defined in Article I, Section 1.03.

C. The golf course, clubhouse and attendant facilities.

D. All property that has not been platted or improved for development.

4.11 Notwithstanding any provision of this Declaration or the Association's Articles or By-Laws to the contrary, the Declarant shall not be obligated for, nor subject to, any annual or special assessment for any Site which it may own, provided the Declarant shall be responsible for paying the difference between the Association's expenses of operation otherwise to be funded by annual assessments and the amount received from Owners, other than the Declarant, in payment of the annual assessments levied against their respective Sites. Such difference, herein called the "deficiency", shall not include any reserve for replacements, operating reserves, depreciation reserves, capital expenditures or special assessments. However, Declarant shall not be responsible for any reserve for replacements, operating reserves, depreciation reserves, capital expenditures or special assessments.

The Declarant may at any time give sixty days written notice to the Association terminating its responsibility for the deficiency, and waiving its right to exclusion from annual assessments. Upon giving such notice, each Site owned by the Declarant and subject to assessments shall thereafter be assessed at twenty-five percent (25%) of the annual assessment established for Sites owned by members other than the Declarant. Declarant shall be assessed only for Sites that are subject to this Declaration. Upon transfer of title of a Site owned by the Declarant, the Site shall be assessed in the amount established for Sites owned by Owners other than the Declarant, prorated as of and commencing with the date of transfer of title.

4.12 Site Owners shall be responsible for the interior and exterior maintenance of their residence and lawn and landscaping maintenance unless the exterior maintenance is being performed by the Community Association or a Neighborhood Association. In the event a Site Owner shall fail to maintain the residence or lawn and landscaping on that Owner's Site, in accordance with the standards established by the Board of Directors of the Association, the Association shall provide upon any Site requiring same when necessary in the opinion of the Board of Directors to preserve the beauty, quality and value of the properties, said maintenance, including painting and repair of roof, gutter, downspouts, exterior building surfaces (including walls, doors and fences), roof replacement, restoration or repair of destroyed or damaged improvements on any Site, restoration or repair of any party

walls as hereinafter defined when such replacement, restoration or repair is the duty of the Site Owner as hereinafter provided, lawn fertilization, replacement and mowing, shrubbery trimming and replacement. Except in the case of an emergency, the Association shall give to the Site Owner thirty (30) days written notice of the need of such replacement, restoration, repair or maintenance and if the Site Owner fails to replace, restore, repair or perform the required the maintenance after such notice, the Association may perform said replacement, restoration, repair or maintenance. In the case of an emergency, the Association may immediately perform said replacement, restoration, repair or maintenance.

The cost of said maintenance shall be assessed against the Site upon which such maintenance is performed, or, at the option of the Board of Directors, against the Site or Sites benefiting from the maintenance. The said assessment shall be a lien on the Site so assessed and the personal obligation of the Site Owner and shall become due and payable in all respects, together with interest, reasonable attorney's fees and costs of collection in the same manner and under the same conditions as provided for the other assessments of the Association.

ARTICLE V
PARTY WALLS

5.01 Each wall which is built as part of the original construction of any residence upon any Site and placed on the dividing boundary line between residences shall constitute a party wall, and to the extent not inconsistent with this Section, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

The cost or reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the other under any rule of law regarding liability for negligent or willful acts or omissions. This paragraph shall be deemed to be in addition to, and not in lieu or to the exclusion of the rights afforded the Association above.

Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed

to the elements, shall bear the whole cost of furnishing the necessary protection against such elements.

The right of any Owner to contribution from any other Owner under this Section shall be appurtenant to the land and shall pass to such Owner's successors in title.

ARTICLE VI
ARCHITECTURAL CONTROL, LANDSCAPING AND RECONSTRUCTION REQUIREMENTS

6.01 In the event that any of the improvements located on any Site are destroyed or damaged as a result of any cause, including, but not limited to fire, windstorm, flood or tornado, the Owner of such improvements shall cause repair or replacement of such improvements to be commenced within thirty (30) days from the date that such damage or destruction occurred, and to complete the repair or replacement within six (6) months thereafter.

All such repairs or replacement must be in conformance with this Declaration and criteria of the Architectural Review Board and shall be structurally compatible with any adjoining improvements which share a party wall as the phrase is defined herein.

In the event that the Owner of any Site fails to commence or complete construction to repair or replace any damaged or destroyed improvements within the time periods provided for herein, then in that event, the Association shall be deemed to have been granted the right by the Owner to commence and or complete the repairs sufficient to substantially restore the improvements to their original condition, according to the plans and specification of the original improvements.

Any and all costs incurred by the Association in effectuating the repair or replacement of damaged or destroyed improvements shall become due and payable in all respects, together with interest, reasonable attorneys' fees and costs of collection, as provided for in connection with and under the same terms and conditions as other assessments of the Association.

6.02 No improvement, addition or deletion of structure of any kind, including without limitation, any building, fence, wall, screen enclosure, awning, drain, disposal system, or other improvement shall be commenced, erected, placed or maintained upon any Site, nor shall any addition, change, alteration, repair or replacement therein or thereof be made, unless and until the plans, specifications and location of the same shall have been submitted to, and approved in writing by the Association. All plans and specifications shall be evaluated as to harmony of external design and location in relation to surrounding structures and topography.

6.03 All exotic vegetation on any Site shall be removed at least annually. No Site Owner shall plant any of the following nuisance vegetation: Melaleuca, Austrailian Pine, Brazilian Pepper, Cuban Laurel, Downy Rose Myrtle. No native trees or shrubs shall be cleared from the Properties unless diseased or dying or necessary for the construction of residences on the Sites, roads, drainage or utilities. Any fill placed on any Site shall not exceed minimum county requirements for site drainage. All landscaping on the Sites shall include no less then fifty percent (50%) of naturally occurring plant species on each Site. All landscaping on the Common Areas shall include no less than ninety percent (90%) of naturally occurring plant species.

6.04 The architectural review and control functions of the Association shall be administered and performed by the Architectural Review Board (the ARB), which shall consist of at least three (3) members, who need not be members of the Association. The Declarant shall have the right to appoint all of the members of the ARB as long as it owns at least one Site in the Properties. Members of the ARB as to whom Declarant may relinquish the right to appoint and all members of the ARB after Declarant no longer owns at least one Site in the Properties shall be appointed by and shall serve at the pleasure of the Board of Directors of the Association. At any time that the Board of Directors has the right to appoint one or more members of the ARB, the Board shall in good faith attempt to appoint at least one (1) architect or building contractor thereto. A majority of the ARB shall constitute a quorum to transact business at any meeting of the ARB, and the action of a majority present at a meeting at which a quorum is present shall constitute the action of the ARB.

Any vacancy occurring on the ARB because of death, resignation, or other termination of service of any member thereof, shall be filled by the Board of Directors; except that Declarant, to the exclusion of the Board, shall fill any vacancy created by the death, resignation, removal or other termination of services of any member of the ARB appointed by Declarant, so long as the Declarant retains title to at least one Site in the Properties.

6.05 The ARB shall have the following powers and duties:

(a) To recommend, from time to time, to the Board of Directors of the Association the creation of or modification and/or amendment of any architectural planning criteria promulgated by the Board. Any architectural planning criteria or modifications or amendment thereto shall be consistent with the provisions of this Declaration, and shall not be effective until adopted by a majority of the members of the Board of Directors of the Association at a meeting duly called and noticed and at which a quorum is present. Notice of the adoption, modification or amendment to the architectural planning

criteria, including a verbatim copy of such adoption, change or modification, shall be delivered to each member of the Association; provided that, the delivery to each member of the Association of notice and a copy of any adoption of or modification or amendment to the architectural planning criteria shall not constitute a condition precedent to the effectiveness or validity of such change or modification;

(b) To require submission to the ARB of two (2) complete sets of all plans and specifications for any improvement or structure of any kind, including without limitation, any building, fence, wall, swimming pool, tennis court, enclosure, sewer, drain, disposal system, decorative building, landscape device, object or other improvement, the construction or placement of which is proposed upon any Site in the Properties. The ARB may also require submission of samples of building materials proposed for use on any Site, and may require such additional information as may reasonably be necessary for the Board to completely evaluate the proposed structure or improvement in accordance with this Declaration and the architectural planning criteria;

(c) To approve or disapprove any improvement or structure of any kind, including without limitation, any building, fence, wall, screen enclosure, drain or disposal system or other improvement or change or modification thereto, the construction, erection, performance or placement of which is proposed upon any Site in the Properties, and which is visible from the outside of any Site. All decisions of the ARB shall be submitted in writing to the Board of Directors of the Association and evidence thereof may be made by a certificate, executed by the Chairman of the ARB. Any party aggrieved by a decision of the ARB shall have the right to make a written request to the Board of Directors of the Association within thirty (30) days of such decision for a review thereof. The determination of the Board upon reviewing any such decision shall in all events be dispositive;

(d) To adopt a vegetation list of approved shrubbery, lawn materials, trees or plants which may be planted on any Site;

(e) To adopt a schedule of reasonable fees for processing requests for the ARB approval of proposed improvements. Such fees, if any, shall be payable to the Association at the time that plans and specifications are submitted to the ARB;

(f) The ARB may authorize variances from compliance with any of the architectural control provisions of this Declaration when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental considerations require, but only in accordance with its duly adopted rules and regulations. Such variances may only be granted, however, when unique circumstances dictate and no variance shall (i) be effective unless in writing, (ii) be contrary to

the restrictions set forth in this Declaration, or (iii) estop the Committee from denying a variance in other circumstances; and

(g) Neither the Association, the Board of Directors, the ARB nor any member thereof, nor any duly authorized representative of any of the foregoing, shall be liable to any Neighborhood Association or to any Owner or any other person or entity for any loss, damage or injury arising out of or in any way connected with the performance or non-performance of the ARB's duties hereunder. The ARB shall review and approve or disapprove all plans submitted to it for any proposed improvement, alteration or addition solely on the basis of aesthetic considerations and the benefit or detriment which would result to the immediate vicinity and to Properties generally. The ARB shall take into consideration the aesthetic aspects of the architectural designs, placement of buildings, landscaping, color schemes, exterior finishes and materials and similar features, but shall not be responsible for reviewing, nor shall its approval of any plan or design be deemed approval of, or warranty as to, any plan or design from the standpoint of structural safety or conformance with building or other codes.

ARTICLE VII
USE RESTRICTIONS

7.01 The property subject to these covenants and restrictions may be used for single-family residential living and for no other purpose. No trade, business, profession or other type of commercial activity may be conducted on any part thereof.

7.02 No tents, trailers, shacks or similar structures, tanks or temporary or accessory buildings or structures shall be erected or permitted to remain on any Site, the Common Areas without the written consent of the Declarant or of the Association after Declarant has conveyed the last Site which Declarant owns in the Properties.

7.03 No aerial antenna, or satellite dish shall be placed or erected upon any Site, or affixed in any manner to the exterior of any building in the Properties.

7.04 No boats, trucks, recreational vehicles or other motor vehicles, except four-wheel passenger automobiles or vans, as determined by the Board, shall be placed, parked or stored upon any Site or in the Common Areas, nor shall any maintenance or repair be performed upon any boat or motor vehicle not owned or controlled by the Association or the Declarant in the properties, except within a building where totally isolated from public view.

7.05 No portion of any Site or the Common Areas shall be used as a drying or hanging area for laundry of any kind, unless the laundry cannot be seen by public view.

7.06 No animals, livestock or poultry of any kind shall be raised, bred or kept on any Site, the Common Areas. However, a reasonable number of dogs, cats and other common household pets may be kept on Sites subject to such rules and regulations as may be adopted by the Association. No animals shall be allowed to run loose at any time or become a nuisance.

7.07 Nothing shall be done or maintained on any Site, the Common Areas which may be or become unsightly or a nuisance to the neighborhood. In the event of a dispute or question as to what may be or become unsightly or a nuisance, such dispute or question shall be submitted in writing to the Board whose decision shall be dispositive of such dispute or question.

7.08 No sign larger than 6 inches by 12 inches of any kind shall be displayed to public view on any Site or Common Area, except a sign identifying the properties, Sites, street or traffic control signs, or except as placed by the Declarant.

7.09 The sale, rental or other disposition of Sites in the properties is essential to the establishment and welfare of the properties as an on-going residential community. In order that the development of the properties be completed and the properties established as a fully occupied residential community as soon as possible, nothing in this Declaration shall be understood or construed to prevent the Declarant, Declarant's transferees or employees, agents and assigns, contractor or subcontractors of Declarant, or of Declarant's transferees, from doing whatever they may determine to be reasonable, necessary or advisable for the completion of the work and the sale and establishment of the properties as a residential community. As used in this Section, the words "its transferees" specifically exclude purchasers of Sites.

7.10 No automobile garage shall be permanently enclosed or converted to other use without the written permission of the Board of Directors.

7.11 No rubbish, trash, garbage or other waste materials shall be kept or permitted at the driveway area of any Site. Sanitary containers may not be placed outside the driveway area of any Site except for a reasonable period for refuse pickup to be accomplished.

7.12 No lawn or garden cuttings or residue shall be disposed in any of the wetlands, lakes or upland preservation areas.

7.13 No upland or wetland preservation areas may be altered or modified without appropriate governmental permits and approvals, nor may any toxins, oils or lubricants be used in these areas.

7.14 Chemicals shall not be used as a littoral zone vegetation control.

7.15 Any revegetation in the Properties shall utilize naturally occurring plant species.

7.16 No fences of any kind shall be permitted to be placed on property lines adjacent to the golf course.

ARTICLE VIII
EASEMENTS FOR MAINTENANCE, CONSTRUCTION AND REPAIR

8.01 The Declarant hereby reserves unto itself, its agents, employees, invitees and assigns, and for the benefit of the Association, and the Association's agents, employees, invitees and assigns, a non-exclusive easement for ingress and egress over any Site located in the Properties in order to gain access to the Common Areas for the Association to discharge its duties to construct, maintain and repair the Common Areas and for the purpose of maintaining the Properties by the Association in a manner consistent with the Association's maintenance obligations of the Common Areas or rights provided herein.

8.02 Each Site and the Common Areas shall be and hereby are made subject to easements for construction, development, repair and maintenance of utilities, systems and facilities (including, but not limited to, fire and police protection, garbage and trash removal, water and sewage system, electric and gas service, drainage and telephone, and roadways and driveways) and the utilities and applicable governmental agencies having jurisdiction thereover and their employees and agents shall have the right of access to any Site or the Common Areas in furtherance of such easements.

8.03 Notwithstanding the provisions of Article II, 2.01 B, the Declarant reserves the right, for itself and its designee (so long as Declarant or said designee owns a Site in the Properties) joinder or consent of any person or entity whatsoever, to create and/or grant such additional easements of construction, maintenance, repair and use of, as an illustration, but not limited to, irrigation, wells and pumps, cable television, television antennas, electric, gas, water drainage or other utility easement, or to relocate any easement in any portion of the property as the Declarant, shall deem necessary or desirable for the proper development, operation and maintenance of the Properties, or any portion thereof, provided that such additional utilities or the relocation of existing utilities will not prevent or unreasonably interfere with the use of any Site for permitted purposes.

ARTICLE IX
GOLF COURSE AND CLUBHOUSE

9.01 Declarant will construct in Hunter's Ridge an eighteen (18) hole golf course and clubhouse with dining, recreational and related facilities. The golf course will be constructed on two parcels of land. The first parcel ("Parcel One") consists of approximately 126 acres of land, is owned by the Declarant, and is described in Exhibit "B" attached hereto. The second parcel ("Parcel Two") consists of approximately 144 acres of land and is leased by Declarant under a twenty (20) year long term lease originally entered into between F.H. Peterson as Lessor and Beaudry Management Co. and Ronald Beaudry, as Co-Lessees, as of September 1, 1986. The Lease, as extended, terminates August 31, 2007. Said Lease grants to Declarant a right of first refusal to purchase the leased land if same becomes available for purchase. This Lease was recorded in O.R. Book 1932, Page 4447, of the Public Records of Lee County, Florida, amended by Addendum recorded in O.R. Book 1932, Page 4452, of the Public Records of Lee County, Florida, and assigned to the Declarant by assignment recorded in O.R. Book 1947, Page 0001, of the Public Records of Lee County, Florida. The Lease, Addendum, and Assignment are hereinafter referred to as the "Lease Documents".

9.02 The Association shall operate and maintain the golf course, clubhouse and attendant facilities on Parcel One and Parcel Two. The clubhouse and five (5) of the holes of the golf course will be constructed on Parcel One owned by the Declarant and the remaining thirteen (13) holes will be constructed on Parcel Two leased by the Declarant.

9.03 Declarant shall not be required to convey the legal and equitable title and ownership of the golf course areas constructed on Parcel One, or Parcel Two if subsequently acquired, or any part thereof until such time as the Declarant shall no longer own any portion of the properties. Declarant may convey, and the Association shall accept, title to the golf course areas constructed on Parcel One, and Parcel Two if acquired by Declarant, free of cost to the Association, at any time prior to the Declarant's conveyance of the last Site owned by the Declarant, at Declarant's sole option.

Parcel Two is not presently available for purchase by Declarant. When Parcel Two is offered for sale, it is the intention of Declarant to purchase such parcel at a price and upon terms and conditions to be determined at such time such property is offered for sale in accordance with the terms of the Lease Documents. The Addendum to Lease provides for a method of appraisal to determine the purchase price for such property and to establish the terms and conditions of purchase, and extends these rights to the Declarant and its assigns. Declarant is not legally obligated to exercise its right of first refusal or its right to purchase Parcel Two when it becomes available

for sale at the price then determined by appraisal, but Declarant is desirous of acquiring such property and will use a good faith effort and its best business judgment in evaluating the practical and economic considerations of such purchase, and will take into consideration the interests of the Association, as well as of the Declarant. In the event Declarant elects not to make such purchase, then Declarant shall assign all of its rights under the Lease Documents to the Association, and the Association may elect to exercise such rights as Declarant may then have under the Leased Documents.

In the event Declarant does not purchase Parcel Two, and further, if the Association does not elect to exercise a right of first refusal or to purchase Parcel Two under the terms contained in the Lease Documents assigned to it by the Declarant, then Declarant agrees that upon the termination of said Lease or the expiration of the right of first refusal or purchase by the Declarant or upon written notice to the Declarant of the Association's election not to exercise the right of first refusal or purchase assigned to it by Declarant, all as contained in the Lease Documents, whichever first occurs, Declarant shall, upon written request of the Association, and at Declarant's sole cost and expense, redesign and reconstruct the golf course on Parcel One presently owned by it (even if same has been previously conveyed to the Association) as a nine (9) hole executive golf course. If Parcel One has been previously conveyed to the Association then, upon making such written request, the Association shall grant to Declarant a license to come upon its lands to redesign and reconstruct such executive course.

9.04 Membership in the Hunter's Ridge Community Association, Inc. shall entitle the member to membership in the golf club facility. There shall be a total of 800 club memberships which shall be assigned as appurtenant to a Site. Each Site is entitled to one membership as the term is defined herein. The said memberships shall not be assignable or transferable other than through the sale or conveyance of the Site to which they are appurtenant.

Membership for the purposes of this Article shall mean one person and spouse and children under the age of twenty-one (21) years who reside on the Site and/or individual who will be considered the member for that particular Site.

Membership shall not include two or more families or individuals occupying a Site by way of joint ownership of one Site. Such Site owned by more than one family or individual shall be required to select one family or individual for membership. Likewise, a Site owned by a corporation or other entity shall designate in writing to the Association one family or individual that may use the membership.

9.05 There shall be two types of memberships in the golf club; social membership or golf membership. Site owners purchasing from the

Declarant shall be entitled to choose the type membership they wish to hold and shall so notify Declarant in writing at the time of purchase of the Site.

Social membership shall include the use of the clubhouse and attendant facilites but shall not include golf course privileges. Golf membership shall include the use of the clubhouse, attendant facilites and the golf course. Owners with golf memberships shall be assessed annually, in addition to the regular Association assessments, an additional fee for the right to use the golf course. This annual fee shall be collected in the manner provided in Article IV of this Declaration.

Site owners holding a social membership may convert said membership to a golf membership by giving 30 days written notice to the Board of Directors of the Association.

9.06 Without limiting the powers of the Declarant and the Association, the Declarant and the Association shall have the following powers:

A. To promulgate reasonable rules and regulations governing use of the golf course, clubhouse and attendant facilites.

B. To charge and collect a reasonable greens fee for playing golf.

C. To allow public use of the golf course and clubhouse and to allow temporary golf memberships or social memberships to non-Site owners until such time as the entire membership is filled by Site owners, at which time non-Site owners' memberships will be terminated on the basis of last in, first out.

9.07 Notwithstanding any other provisions of this Declaration to the contrary, Declarant reserves the absolute right to deny the use rights in the golf course, golf clubhouse and attendant facilities to future Sites that may be added within the jurisdiction and control of the Association, pursuant to the provisions of this Declaration. The Declarant also shall have the right, pursuant to the provisions of this Declaration to grant the right to additional property submitted to this Declaration to use the golf course, clubhouse and attendant facilites.

9.08 Easements to permit the doing of every act necessary, proper and convenient to the playing of golf on the golf course adjacent to the Sites which are subject to this Declaration are hereby granted and established. These acts shall include, but not be limited to, the recovery of golf balls from any area of such Sites, the flights of golf balls over and upon Sites, the use of necessary and usual equipment upon such golf course (and golf course easement as set forth herein), the usual and common noise level created by the playing the game of

golf, together with all of the other common and usual activity associated with the operation of a golf course. For any Site which shall abut a pond or lake in Hunter's Ridge and which as a result thereof, shall not have direct access to the golf course, there is created hereby a walkway easement over and across any Site or Sites which shall constitute the nearest and most practicable route to the golf course for said owner. In the event of disputes among owners regarding the location of any such walkway easement, the Declarant shall establish the location of said walkway, which decision shall be binding upon all Site owners involved.

9.09 Declarant hereby reserves the right and authority until such time as Declarant conveys title to the Association, the right to use the golf course for promotions and other events to promote Hunter's Ridge and assist in the overall marketing effort.

9.10 All purchasers of Sites in Hunter's Ridge hereby consent to the irrigation of the golf course located within Hunter's Ridge with treated effluent, provided said effluent is eminated from an approved treatment plant with a current operating permit from the State of Florida Department of Environmental Regulation.

ARTICLE X
GENERAL PROVISIONS

10.01 The Association shall maintain a littoral zone area of between ten percent (10%) to twenty percent (20%) between lakes and wetland preserves, and shall maintain a hydrological regime through the water management system on the Properties for the purpose of enhancing the water quantity, quality and hydroperiod of the lakes and wetlands located on the Properties.

10.02 Any awards for the taking of all or any part of the Common Areas by condemnation or eminent domain shall be used to make the remaining portion of the Common Areas usable in the manner approved by Board of Directors. The balance of such awards, if any, shall be distributed to the Lot Owners equally.

10.03 The covenants and restrictions of this Declaration shall run with and bind the properties, and shall inure to the benefit of and be enforceable by the Declarant, the Association or the Owner of any property subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of fifty (50) years from the date this Declaration is recorded, after which time said covenants and restrictions shall automatically be extended for successive periods of ten (10) years unless an instrument signed by the then Owners of two-thirds (2/3) of the Sites has been recorded, agreeing to change or terminate said covenants and restrictions in whole or in part. Violation or breach of any conditions, covenants or

restrictions herein contained shall give the Declarant and/or Association and/or Owner(s), in addition to all other remedies, the right to proceed at law or in equity to compel a compliance with the terms of said conditions, covenants or restrictions and to prevent the violation or breach of any of them, and the expense of such litigation shall be borne by the then Owner or Owners of the subject property, provided such proceeding results in a finding that such Owner was in violation of said covenants or restrictions. Expenses of litigation shall include reasonable attorneys' fees incurred by Declarant and/or the Association in seeking such enforcement.

10.04 Any notices required to be sent to any member or Owner under the provision of this Declaration shall be deemed to have been properly sent when mailed, post paid, to the last known address of the person who appears as a member or Owner on the records of the Association at the time of such mailing.

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

10.06 Declarant reserves the right unilaterally to amend this Declaration and to do so at any time or times upon such conditions, in such form and for such purposes as it shall in its sole discretion deem appropriate by preparing and recording amendments hereto, provided however, that this right of unilateral amendment shall expire after all of the Sites covered by this Declaration have been sold.

After the last Site has been sold, this Declaration may be amended at any time upon the execution and recordation of an instrument executed by Owners holding not less than two-thirds (2/3) of the voting interest of the membership.

Notwithstanding any of the provisions contained in this Declaration, Declarant, its successors or assigns, shall not be obligated to develop all of the properties submitted to this Declaration, and as described in Exhibit "A", and Declarant may, in its sole discretion, release or remove any of the properties submitted in this Declaration from the terms and conditions hereof, except any properties conveyed to the Association or Owners. Such deletions shall be made by the Declarant filing in the Public Records of Lee County, an amendment to this Declaration providing for the release of the property from this Declaration. Such amendment need only to be executed by the Declarant and shall not require the joinder or the consent of the Association or its members.

Any amendment to this Declaration which would affect the surface water management system including the water management of the Common Areas or golf course, must have the prior approval of the South Florida Water Management District.

10.07 So long as the Declarant owns any portion of the Properties, Declarant shall have the exclusive right to maintain a sales center, model homes or apartments or signs on the Properties to identify Sites Declarant may have for sale in the Properties. Declarant shall also have the right for so long as Declarant owns any portion of the Properties to maintain a sales center erected by the Declarant on the Common Areas without payment of compensation to the Association for any such use.

10.08 Declarant may from time to time bring other land in and outside Hunters Ridge under the provisions of this Declaration by recorded supplemental declaration (which shall not require the consent of then existing Owners, the Association or their mortgagees) and thereby add to The Properties. Nothing in this Declaration shall, however, obligate Declarant to add to the initial portion of The Properties or to develop future portions of Hunters Ridge under a common scheme, nor to prohibit Declarant from rezoning and changing the development plans with respect to such future portions. All Owners, by acceptance of a deed to or other conveyance of their Sites, thereby automatically consent to any such rezoning, change, addition or deletion thereafter made by the Declarant and shall evidence such consent in writing if requested to do so by the Declarant at any time (provided, however, that the refusal to give such written consent shall not obviate the general effect of this provision). With respect to property not owned by the Declarant and its affiliates, the Declarant shall have the right to impose (and retain for its own account) fees for the privilege of allowing such other property to be made subject to this Declaration as aforesaid.

Declarant reserves the right to amend this Declaration unilaterally at any time, without prior notice and without the consent of any person or entity, for the purpose of removing certain portions of The Properties then owned by the Declarant or its affiliates or the Association from the provisions of this Declaration to the extent included originally in error or as a result of any changes whatsoever in the plans for Hunters Ridge desired to be effected by the Declarant.

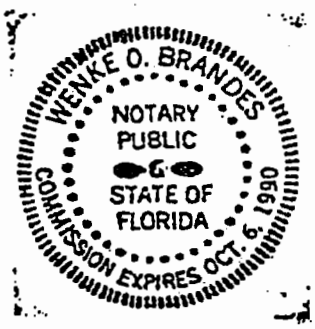
10.09 No judicial or administrative proceeding shall be commenced or prosecuted by the Association unless same is approved by a vote of seventy-five percent (75%) of the Members through their respective Voting Representatives. In the case of such a vote, and notwithstanding anything contained in this Declaration or the Articles of Incorporation or By-Laws of the Association to the contrary, the Voting Representatives shall not vote in favor of bringing or prosecuting any such proceeding unless authorized to do so by a vote of seventy-five percent (75%) of all members of the Neighborhood Association represented by the Voting Representative. This Section shall not apply, however, to (i) actions brought by the Association to enforce the provisions of this Declaration (including, without

WITNESS my hand and official seal in the County and State last aforesaid this 18 day of July, 1988.

Wenke O. Brandes

Notary Public

My Commission Expires:



THIS INSTRUMENT PREPARED BY:
KATHLEEN C. PASSIDOMO, ESQ.
HARTER, SECREST & EMERY
800 Laurel Oak Drive
Suite 400
Naples, Florida 33963
(813) 598-4444

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limitation, the foreclosure of liens), (ii) the imposition of personal assessments as provided in Article VII hereof, (iii) proceedings involving challenges to ad valorem taxation or (iv) counterclaims brought by the Association in proceedings instituted against it. This Section shall not be amended unless such amendment is made by the Declarant or is approved by the percentage votes, and pursuant to the same procedures, necessary to institute proceedings as provided above.

10.10 Whenever the singular is used it shall include the plural and the singular, and the use of any gender shall include all genders.

10.11 This Declaration shall become effective upon its recording in the Public Records of Lee County, Florida. The Declarant reserves the right to amend this instrument at any time prior to the conveyance of the last Site in the Properties in order to correct any errors or omissions, or the dimensions of any Sites, or Common Areas not previously conveyed. Any amendment(s) shall relate back to and become effective as of the date of recording of this Declaration.

IN WITNESS WHEREOF, the Declarant has caused these presents to be executed as of this 12 day of July, 1988.

Witnesses:

BEAU KASTLE DEVELOPERS, INC.

BY: V.P.

(SEAL)

STATE OF FLORIDA
COUNTY OF COLLIER

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Allen J Richards, as Vice President of Beau Kastle Developers, Inc., and he acknowledged before me that he executed the foregoing instrument on behalf of said corporation, with full authority to do so.

EXHIBIT "A"
LEGAL DESCRIPTION

All of plat known as HUNTERS RIDGE, according to plat thereof recorded in Plat Book 41 Pages 1 through 13 inclusive, Public Records of Lee County, Florida.

JOINDER OF MORTGAGEE

STATE OF FLORIDA

COUNTY OF COLLIER

The undersigned Mortgagees, ALFRED P. MOORE, F. BOYD FOWLER AND LUTHER B. FLETCHER, as holders of that certain Mortgage and Security Agreement by and between BEAU KASTLE DEVELOPERS, INC., as Mortgagor and ALFRED P. MOORE, F. BOYD FOWLER AND LUTHER B. FLETCHER, as Mortgagee, Mortgage dated October 8, 1987 as recorded in O.R. Book 1947, Page 3 of the Public Records of Lee County, Florida, hereby join in and consent to the making of the foregoing Master Declaration of Covenants, Conditions and Restrictions for HUNTERS RIDGE.

Dated this 20th day of MAY, 1988.

Signed, sealed and delivered
in the presence of:

WITNESS #1

WITNESS #2

ALFRED P. MOORE

F. BOYD FOWLER, By Alfred P. Moore, Attorney in Fact

LUTHER B. FLETCHER, By Alfred P. Moore, Attorney in Fact

RECORDED & RECORD VERIFIED
CLERK CIRCUIT COURT
LEE COUNTY, FLA.

Jul 16 4 47 PM '88

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State of Florida

Department of State

I certify that the attached is a true and correct copy of the Articles of Incorporation of HUNTERS RIDGE COMMUNITY ASSOCIATION, INC., a corporation organized under the Laws of the State of Florida, filed on May 20, 1988, as shown by the records of this office.

The document number of this corporation is N26528.

Given under my hand and the Great Seal of the State of Florida, at Tallahassee, the Capital, this the 20th day of May, 1988.

Jim Smith

Jim Smith
Secretary of State

CR2E072 (8-87)

RECORD VERIFIED - CHARLIE GREEN, CLERK
BY: M. J. JOHNSON, D.C.

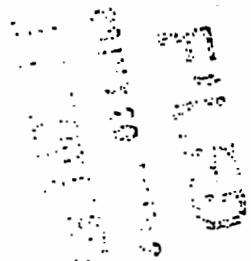
OR2003 PG1238

ARTICLES OF INCORPORATION

FOR

HUNTERS RIDGE COMMUNITY ASSOCIATION, INC.

In compliance with the requirements of Chapter 617, Florida Statutes, the undersigned all of whom are of full age, have this day voluntarily associated themselves together for the purpose of forming a corporation not-for-profit and do hereby certify:



ARTICLE I

The name of the corporation is:

HUNTERS RIDGE COMMUNITY ASSOCIATION, INC.

The office of the association is located at 3000 A Immokalee Road, Naples, Florida 33942.

The name and address of the Registered Agent is Thomas B. Garlick, 800 Laurel Oak Drive, Suite 400, Naples, Florida 33963.

ARTICLE II
PURPOSE AND POWERS OF THE ASSOCIATION

This Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for maintenance and preservation of the Common Areas and Limited Common Areas within that certain tract of property located in Lee County, Florida, known as "Hunters Ridge", and to promote the betterment of the above described property and any additions thereto as may hereafter be brought within the jurisdiction of this Association and in furtherance of those purposes to:

(a) Exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Master Declaration of Covenants, Conditions and Restrictions for Hunters Ridge, hereinafter called the "Declaration", applicable to the property, to be recorded in the Public Records of Lee County, Florida, and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein by reference as if set forth as length;

(b) Fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses in connection therewith and other expenses incident to the conduct of the business of the Association, including all licenses,

taxes or governmental charges levied or imposed against the property of the Association;

(c) Acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;

(d) Borrow money, and with the consent of two-thirds (2/3) of the members, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(e) Dedicate, sell or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members;

(f) Have and to exercise any and all powers, rights and privileges which a corporation organized under the not-for-profit Corporation Law of the State of Florida by law may now or hereafter have or exercise.

ARTICLE III
MEMBERSHIP

Every person or entity who is a record owner of a Lot, (as defined by the Declaration) in Hunters Ridge which Lot, pursuant to the Declaration is subject to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of Lot which is subject to assessment by the Association.

ARTICLE IV
VOTING RIGHTS

Members, including the Declarant (as defined in the Declaration) shall be entitled to voting rights as provided in the By-Laws of the Association.

ARTICLE V
BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board of at least three (3), but no more than seven (7), Directors, who must be members of the Association, except those Directors appointed by the Developer. The names and addresses of the persons who are to act in the capacity of Directors until the selection of their successors are:

ALLEN J. RICHARDS	3000 A Immokalee Road Naples, Florida 33942
JOHN A. STEINWAND	3000 A Immokalee Road Naples, Florida 33942
TIMOTHY S. MARKS	3000 A Immokalee Road Naples, Florida 33942

ARTICLE VI
INDEMNIFICATION

The Association shall indemnify every Director, every officer of the Association and every member of the Architectural Review Board against all expenses and liabilities including attorney's fees, actually and resonably incurred by or imposed on him in connection with any legal proceeding (or settlement or appeal of such proceeding) to which he may be a party because of his being or having been a Director or officer of the Association. The foregoing right of indemnification shall not apply to:

(a) Gross negligence or willful misconduct in office by any Director or officer.

(b) Any criminal action, unless the Director or officer acted in good faith and in a manner he reasonably believed was in, not opposed to, the best interest of the Association, and had no reasonable cause to believe his action was unlawful.

To the extent that a Director or officer has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to in subsection (1) or subsection (2), or in defense of any claim, issue, or matter therein, he shall be indemnified against expenses (including attorney's fees) actually and reasonably incurred by him in connection therewith.

The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or officer may be entitled.

ARTICLE VII
DURATION

The corporation shall exist perpetually. If this corporation shall ever be dissolved, the property owned by the corporation consisting of the surface water management sustem shall be conveyed to an appropriate agency of local government. If it is not accepted, then the surface water management system shall be dedicated to a similar non-profit corporation.

ARTICLE VIII
AMENDMENTS

Subject to the rights of the Developer as provided in the By-Laws of the Corporation, amendments of these Articles shall require the consent of two-thirds (2/3) of the voting representatives, but no amendment shall be effective which is in contravention of the duties, responsibilities or obligations of the Association or the members as provided in the Declaration. Amendments to the By-Laws may be made at a regular or special meeting of the members or by a vote of a majority of a quorum of the voting representatives present in person.

ARTICLE IX
NOT FOR PROFIT STATUS

In conformance with the requirements of Chapter 617, the corporation shall issue no stock, and no dividends shall be paid and no part of the income of the corporation shall be distributed to the members, directors or officers.

ARTICLE X
OFFICERS

There shall be a President, Vice-President, Secretary and Treasurer of the Corporation. The initial officers of the corporation are as follows:

PRESIDENT	ALLEN J. RICHARDS
VICE-PRESIDENT	TIMOTHY S. MARKS
SECRETARY/TREASURER	JOHN A. STEINWAND

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Florida, we, the undersigned, constituting the incorporators of this Association, have executed these Articles of Incorporation this 4th day of MAY, 1988.

ALLEN J. RICHARDS

TIMOTHY S. MARKS

JOHN A. STEINWAND

STATE OF FLORIDA
COUNTY OF Collier

BEFORE ME, the undersigned authority, personally appeared Allen J Richards, Timothy S. Marks, and John A. Steinwand, who acknowledged before me that they executed the foregoing Articles of Incorporation.

WITNESS my hand and seal this 16th day of May, 1988.

Notary Public

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXPIRES
BONDED THRU

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OR2003 PG 4244

CERTIFICATE DESIGNATING PLACE OF BUSINESS
FOR THE SERVICE OF PROCESS WITHIN THIS STATE,
NAMING AGENT UPON WHOM PROCESS MAY BE SERVED.

In pursuance of Chapter 48.091, Florida Statutes, the following is submitted, in compliance with said Act:

That HUNTERS RIDGE COMMUNITY ASSOCIATION, INC., desiring to organize under the laws of the State of Florida with its principal office, as indicated in the Articles of Incorporation at City of Naples, County of Lee, State of Florida, has named THOMAS B. GARLICK, ESQUIRE, Harter, Secrest & Emery, 800 Laurel Oak Drive, Suite 400, Naples, Florida 33963, State of Florida, as its agent to accept service of process within this State.

ACCEPTANCE

Having been named to accept service of process for the above corporation, at place designated in this certificate, I hereby accept to act in this capacity, and agree to comply with the provision of said Act relative to keeping open said office.

Thomas B. Garlick

Thomas B. Garlick, Esquire

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RECORDED & RECORD VERIFIED
CLERK CIRCUIT COURT
LEE COUNTY

Jul 12 4 47 PM '88

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BY-LAWS
OF
HUNTERS RIDGE COMMUNITY ASSOCIATION, INC.
A NOT-FOR-PROFIT CORPORATION

ARTICLE I
NAME, LOCATION AND DEFINITIONS

The name of the corporation is HUNTERS RIDGE COMMUNITY ASSOCIATION, INC., a Florida Corporation, not for profit, hereafter referred to as the "Association". The principal office of the corporation shall be located at 3000 A David C. Brown Highway, Naples, Florida 33942, or such other place as established by the Association but meetings of members and directors may be held at such places within the State of Florida, as may be designated by the Board of Directors.

The terms used in these By-Laws shall have the meanings as provided in Article I of the Master Declaration of Covenants, Conditions and Restrictions for Hunters Ridge.

RECORD VERIFIED: CHARLIE GREEN, CLERK
BY M. J. ROBINSON, D.C.

ARTICLE II
MEMBERS, MEETINGS OF MEMBERS AND TRANSFER OF ASSOCIATION CONTROL

Section 1. Qualification. Every person or entity who is a record fee simple Owner of a Lot including Declarant, at all times so long as it owns all or any part of the property subject to this Declaration, shall be a member of the Association provided that any such person or entity who holds such interest only as security for the performance of an obligation shall not be a member. Membership shall be appurtenant to, and may not be separated from ownership of any Lot which is subject to assessment. When any Lot is owned of record by two or more persons or other legal entity, all such persons or entities shall be members. The Declarant shall also be a member so long as it owns any portion of the Properties.

Section 2. Voting Rights and Voting Representatives. The members of the Association shall be entitled to one (1) vote for each Lot owned by them. The total votes shall not exceed the total number of Lots. The vote of a Lot shall not be divisible. If a Lot is owned by one natural person, his/her right to vote shall be established by the record title to the Lot. If a Lot is owned jointly by two or more natural persons and they cannot agree among themselves how their one vote shall be cast, that vote shall not be counted for any purpose. If the Owner of a Lot is not a natural person, the vote of that Lot shall be cast by the Lot's primary occupant designated as set forth above.

The members residing in each Neighborhood shall select a Voting Representative and an alternate in the manner and under the provisions contained herein for the election of Directors. Such Voting Representative shall represent the Neighborhood at all Association

meetings and shall cast the votes of the Lot Owners residing in the Neighborhood from whence that Voting Representative was selected as directed by each Lot Owner.

Section 3. Change in Membership. A change in membership in the Association shall be established by the recording in the Public Records of Lee County, Florida, a deed or other instrument establishing a record title to a Lot and forwarding a copy of same to the Association. Thereupon the grantee in such instrument will become a member of the Association and the membership of the prior Owner shall thereby be automatically terminated. Upon such transfer of title, the transferee shall notify the Association of such transfer and provide to the Association an address to which all notices and correspondence should be sent. If the said transferee fails to notify the Association of such transfer of title, the Association shall not be responsible to mail or deliver notices and correspondence to the said Owner and until said notice of the transfer is given to the Association, the prior Owner shall remain liable for assessments.

Section 4. Termination of Membership. The termination of membership in the Association does not relieve or release any former member from liability or obligation incurred under or in any way connected with the Association during the period of his membership, nor does it impair any rights or remedies which the Association may have against any former Owner or member arising out of or in any way connected with such ownership and membership and the covenants and obligations incident thereto.

Section 5. Annual Meetings. The first annual meeting of the members shall be held within one (1) year from the date of incorporation of the Association at a time as may be determined by the Board, and each subsequent regular annual meeting of the members shall be held yearly thereafter, at the hour and date to be determined by the Board. The Voting Representative from each Neighborhood shall represent their Neighborhood at such meetings and shall cast Lot Owners' votes thereat.

Section 6. Special Meetings. Special meetings of the members may be called at any time by the President or by a majority of the Board of Directors, or upon written request of one-fourth (1/4) of all members entitled to vote.

Section 7. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of the Secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least thirty (30) days before such meeting to each Voting Representative entitled to vote thereat. Such notice shall specify the place, day and hour of the meeting and in the case of a special meeting the purpose of the meeting. The Voting Representative shall then notify each Lot Owner of the meeting and obtain a proxy or direction to the Voting Representative for voting purposes. All proxies or directions shall be in writing.

Section 8. Quorum. The presence at the meeting of one-third (1/3) of the Voting Representatives entitled to vote, in person or by the elected alternate shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws.

Section 9. No Proxies. At all meetings of the Association, each Voting Representative must vote in person. If a Voting Representative is unable to attend a meeting, the alternate elected by the members in the Neighborhood shall attend.

Section 10. Adjourned Meetings. If a quorum is not present at any duly called meeting of the members, the majority of the voting interests present may adjourn the meeting to a later date when a quorum may be obtained. When a meeting is adjourned it shall not be necessary to give notice of the time and place of its continuance if such are announced at the meeting being adjourned.

Section 11. Order of Business. The order of business at members' meetings shall be substantially as follows:

(a) Call of the roll and certification of quorum and proxies.

(b) Proof of notice of meeting or waiver of notice.

(c) Reading and disposal of any unapproved minutes.

(d) Reports of Officers.

(e) Reports of Committees.

(f) Election of Directors.

(g) Unfinished Business.

(h) New Business.

(i) Adjournment.

Section 12. Minutes. Minutes of all meetings of the Association and of the Board of Directors shall be kept in a businesslike manner and available for inspection by members or their authorized representatives and Board members at all reasonable times and for a period of seven years after the meeting.

Section 13. Parliamentary Rules. Roberts' Rules of Order (latest edition) shall govern the conduct of the Association meetings when not in conflict with the law, or with the Declaration or these By-Laws.

Section 14. Action by Members Without Meeting. Any action required or permitted to be taken at a meeting of the Association may be taken without a meeting if written consents, setting forth the action to be taken, are signed by the members having not less than the minimum number of votes that would be necessary to take such action at a meeting, or a majority of the total votes of the entire membership, whichever is greater. Upon receiving the requisite number of written consents, the Board of Directors may take the authorized action upon adopting a resolution to that effect. Within ten (10) days after adopting the resolution, the Board shall send written notice of the action taken to all members who have not consented in writing. Nothing in this paragraph shall be construed in derogation of members' rights to call a special meeting of the membership as elsewhere provided in these By-Laws.

Section 15. Attendance, Voting. Although members shall be represented by Voting Representatives at all Association Meetings, members shall be entitled to attend such meetings but may only vote through their Voting Representative.

Section 16. Turnover. Prior to, or not more than sixty (60) days after Lot Owners other than the Developer own seventy-five (75%) percent of the Lots planned in the Properties, the Developer shall relinquish control of the Association, and the Lot Owners shall accept control. Simultaneously, the Developer shall deliver to the Association all property of the Lot Owners and of the Association held or controlled by the Developer. The Developer may turn over control of the Association to Lot Owners other than the Developer prior to the above time period, in its sole discretion, by causing all of its appointed Directors to resign, whereupon it shall be the affirmative obligation of the Lot Owners other than the Developer to elect Directors and assume control of the Association. Provided at least thirty (30) days' notice of Developer's decision to cause it's appointees to resign is given to Lot Owners, neither the Developer, nor such appointees shall be liable in any manner in connection with such resignations even if Lot Owners other than the Developer refuse or fail to assume control. The Developer has the right to appoint one (1) member of the Board of Directors until he conveys all Sites in the Properties.

Section 17. Developer's Rights. So long as the Developer holds Lots for sale in the ordinary course of business, none of the following actions may be taken without approval in writing by the Developer.

(a) Any amendment to the Declaration or other documents which would adversely affect the Developer's rights; and

(b) Any action by the Association that would be detrimental to the sales of Lots by the Developer.

ARTICLE III
BOARD OF DIRECTORS: TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of at least three (3) directors, but no more than seven (7). The initial Board of Directors shall be appointed by the Developer. When Owners other than Developer own twenty-five percent (25%) of the Lots, they shall be entitled to elect one (1) member to the Board. When Owners other than Developer own fifty percent (50%) of the Lots, they shall be entitled to elect two (2) members to the Board, and the Board shall be increased to five (5) members.

Section 2. Term of Office. Each director elected by the Voting Representatives shall hold office for a term of one year.

Section 3. Removal. Any director except a director appointed by the Developer may be removed from the Board, with or without cause, by a majority vote of the Voting Representatives of the Association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5. Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE IV
NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors and for Voting Representatives shall be made by a Nominating Committee. Nominations to the Board of Directors may also be made from the floor at the annual meeting. The Nominating Committee for the Board of Directors shall consist of a Chairman, who shall be a member of the Board of Directors, and two (2) or more members of the Association. The Nominating Committee for Voting Representatives shall consist of a chairman, who is a duly elected Voting Representative and two (2) or more members of each Neighborhood. The Nominating Committee shall be appointed by the Board of Directors prior to the annual meeting of the Association, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many

nominations for election to the Board of Directors as it shall in its discretion determine, but not less that the number of vacancies that are to be filled.

Section 2. Election. Subject to the provisions contained in Article III, Section 7 herein, election to the Board of Directors shall be by secret written ballot. The persons receiving the largest number of votes shall be elected, except that a run-off shall be held to break a tie vote. Cumulative voting is not permitted.

ARTICLE V
MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held as determined by the Board, but not less than quarterly, without notice, at such place and hour as may be fixed from time to time by resolution of the Board.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association, or by a majority of the directors, after not less than three (3) days notice, unless waived, to each director.

Section 3. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

Section 4. Open Meetings. Meetings of the Board of Directors shall be open to all.

ARTICLE VI
POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Power. In addition to powers granted by law, the Board of Directors shall have power to:

(a) Adopt and publish rules and regulations governing the use of the Common Areas, Neighborhood Common Areas and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;

(b) Suspend the right to use the Recreational Facilities, if any, of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. The right to use the Recreational Facilities may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations;

(c) Exercise for the Association all powers, duties and authorities vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration;

(d) Declare the office of member of the Board of Directors to be vacant in the event such member shall be absent for three (3) consecutive regular meetings of the Board of Directors;

(e) Employ a manager, an independent contractor, or such employees as they may deem necessary and to prescribe their duties; and

(f) Appoint from time to time such standing or temporary committees as the Board may deem necessary and convenient for the efficient and effective operation of the Assocaition and as proscribed by these By-Laws and the Declaration.

Section 2. Duties. It shall be the duty of the Board of Directors to:

(a) Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Voting Representatives who are entitled to vote;

(b) Supervise all officers, agents and employees of this Association and to see that their duties are properly performed;

(c) As more fully provided in the Declaration to: (1) fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period; (2) send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and (3) foreclose the lien against any property for which assessments are not paid or to bring an action at law against the Owner personally obligated to pay the same;

(d) Issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) Procure and maintain adequate Directors and officers liability, hazard and other types of insurance on property owned or maintained by the Association;

(f) Cause all officers or employees having fiscal responsibilities to be bonded, as and if they may deem appropriate; and

(g) Cause the Common Areas and Neighborhood Common Areas to be maintained.

ARTICLE VII
OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Officers. The officers of this Association shall be a President and Vice President, who shall at all times be members of the Board of Directors, a Secretary and a Treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

Section 3. Term. The officers of this Association shall be elected annually by the Board and shall hold office for one (1) year unless he shall sooner resign, or shall be removed or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filed by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article, however, no person shall simultaneously hold the office of President and Secretary.

Section 8. Duties. The duties of the officers are as follows:

PRESIDENT

(a) The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

VICE-PRESIDENT

(b) The Vice President shall act in the place and stead of the President in the event of his absence, inability or refusal to act; and shall exercise and discharge such other duties as may be required of him by the Board.

SECRETARY

(c) The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members, keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of members; keep appropriate current records showing the members of the Association together with their addresses and shall perform such other duties as required by the Board.

TREASURER

(d) The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account, cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting; and deliver a copy of each to the members.

ARTICLE VIII
BOOKS AND RECORDS

The books, records and papers of the Association shall at all times during reasonable hours, be subject to inspection by any member. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE IX
FISCAL MATTERS AND ASSESSMENTS

Section 1. Assessments. As more fully provided in the Declaration, each member is obligated to pay to the Association assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the highest rate as allowed by law. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs and reasonable attorneys' fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Areas, Neighborhood Common Areas or abandonment of his Lot.

Section 2. Bank Accounts. The Association shall maintain its accounts in such financial institutions in the State of Florida as shall be designated from time to time by the Board. Withdrawal of monies from such accounts shall be only by such persons as are authorized by the Board. The Board may invest Association funds in interest-bearing accounts, money market funds, certificates of deposit, U.S. Government securites, and other similar investment vehicles.

Section 3. Budget. The Board of Directors shall, prior to the end of the fiscal year, adopt an annual budget for common expenses for the next fiscal year for the Association and for each Neighborhood. A copy of the budget shall be mailed to or served on all the Lot Owners not less than thirty (30) days prior to commencement of that budget. The budget shall be detailed and shall show the amounts budgeted by accounts and expense classifications.

Section 4. Reserves for Capital Expenditures and Maintenance. In addition to annual operating expenses, the budget may include reserve accounts for capital expenditures and deferred maintenance. These accounts shall include, but not be limited to, common area, landscaping replacement and pavement resurfacing. The amount to be reserved shall be computed by a formula based upon estimated life and replacement cost of each item, and such formula shall be set forth on the proposed budget. These reserves shall be funded unless the voting representatives subsequently determine by majority vote of those present in person or a duly elected alternate at a duly called meeting to fund no reserves or less than adequate reserves for a fiscal year. The vote to waive or reduce reserves, if any is taken, may be taken only after the proposed budget has been mailed to the Lot Owners as required above.

Section 5. General Maintenance Reserves. In addition to the reserves provided above, or in place of them if the voting representatives so vote, the Board may establish one or more additional

reserve accounts for general operating expenses, repairs, minor improvements or deferred maintenance. The purpose of the reserves is to provide financial stability and to avoid the need for special assessments on a frequent basis. The amounts proposed to be so reserved shall be shown in the proposed annual budget each year. These funds may be spent for any purpose approved by the Board.

Section 6. Fidelity Bonds. The Treasurer, and all other officers who are authorized to sign checks, and all Directors and employees of the Association handling or responsible for Association funds, shall be bonded in such amounts as may be required by law or otherwise determined by the Board of Directors. The premiums on such bonds shall be paid by the Association.

Section 7. Fiscal Year. The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

Section 8. Financial Information. Not later than sixty (60) days after the close of each fiscal year, the Board shall cause to be prepared a financial statement showing in reasonable detail the financial condition of the Association as of the close of its fiscal year and an income and expense statement for the year, detailed by accounts. Copies of these statements shall be furnished to each member. If called for by a majority of the voting representatives present at any meeting, the Board shall present a full and clear statement of the business and condition of the Association.

Section 9. Application of Payments and Co-Mingling of Funds. All sums collected by the Association may be co-mingled in a single fund or divided into two or more funds, as determined by the Board of Directors. All payments on account by a Lot Owner shall be applied as to interest, delinquencies, costs and attorney's fees, other charges, and general or special assessments, in such manner and amounts as the Board of Directors may determine, subject, however, to the Declaration.

ARTICLE X
CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words HUNTERS RIDGE COMMUNITY ASSOCIATION, INC., a Florida corporation not for profit.

ARTICLE XI
AMENDMENTS

Section 1. These By-Laws may be amended at a regular or special

meeting of the members, by a vote of a majority of a quorum of voting representatives present in person or by a duly elected alternate.

Section 2. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

ARTICLE XII
TRANSFER OF ASSOCIATION CONTROL; DEVELOPER'S RIGHT

Section 1. Members' Rights to Elect Board of Directors. When Owners other than the Developer own twenty percent (20%) of the Lots, the Owners other than the Developer shall be entitled to elect one member of the Board of Directors. When Owners other than the Developer own forty percent (40%) of the Lots, the Owners other than the Developer shall be entitled to elect two members of the Board of Directors. When Owners other than the Developer own seventy-five percent (75%) or more of the Lots, the Owners other than the Developer shall be entitled to elect a majority of the members of the Board of Directors.

Section 2. Developer's Rights So long as the Developer holds Lots for sale in the ordinary course of business, none of the following actions may be taken without approval in writing by the Developer.

A. Any amendment to the documents which would adversely affect the Developer's rights; and

B. Any action by the Association that would be detrimental to the sales of Lots by the Developer. However, an increase in assessments for common expenses shall not be deemed to be detrimental to the sales of Lots.

Section 3. Transfer of Association Control. Prior to, or not more than sixty (60) days after, the time that Lot Owners other than the Developer elect a majority of the Directors of the Association, the Developer shall relinquish control of the Association, and the Lot Owners shall accept control. Simultaneously, the Developer shall deliver to the Association all property of the Lot Owners and of the Association held or controlled by the Developer. The Developer may turn over control of the Association to Lot Owners other than the Developer prior to the above mentioned dates, in its sole discretion, by causing all of its appointed Directors to resign, whereupon it shall be the affirmative obligation of Lot Owners other than the Developer to elect Directors and assume control of the Association. Provided at least thirty (30) days' notice of Developer's decision to cause its appointees to resign is given to Lot Owners, neither the Developer, nor such appointees, shall be liable in any manner in connection with such resignations even if Lot Owners other than the Developer refuse or fail to assume control.

IN WITNESS WHEREOF, we, being all of the directors of HUNTERS RIDGE COMMUNITY ASSOCIATION, INC., a Florida corporation not for profit have hereunto set our hands this 18 day of July, 1985.

ALLEN J. RICHARDS

JOHN A. STEINWAND

TIMOTHY S. MARKS

0003h

CERTIFICATION

I, THE UNDERSIGNED, DO HEREBY CERTIFY:

THAT I am the duly elected and acting Secretary of HUNTERS RIDGE COMMUNITY ASSOCIATION, INC., a corporation not for profit, and

THAT the foregoing By-Laws constitute the original By-Laws of said Association, as duly adopted at a meeting of the Board of Directors thereof, held on the 11 day of July, 1980.

JOHN A. STEINWAND

0003h

RECORDED & RECORD VERIFIED
CLERK CIRCUIT COURT
LEE COUNTY, FLA.
JUL 18 4 49 PM '80

This Instrument Prepared by:
GARY R. PERDUE, SR., ESQ.
Stubbs, Perdue, Chesnutt, Wheeler & Clemmons, PA
P.O. Drawer 1654
New Bern, NC 28563

Please Record and Return to:
Diane L Jensen
Courthouse Box #18

532.50

ASSIGNMENT AND ACCEPTANCE OF RIGHTS AND DUTIES AS THE SUCCESSOR DECLARANT UNDER THE MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HUNTERS RIDGE

3031754

OR2224 PG3605

RECORD VERIFIED - CHARLIE GREEN, CLERK
BY: Kay Tanner, D.C.

THIS ASSIGNMENT AND ACCEPTANCE (herein called the "Assignment") is made this 8th day of April, 1991, by and between BEAU KASTLE DEVELOPERS, INC., a Florida corporation (herein called "Beau Kastle") and BBA DEVELOPMENT CORP., a Florida corporation (herein called "BBA") and HUNTERS RIDGE COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation (herein called the "Association").

R E C I T A L S :

WHEREAS, Beau Kastle is the Declarant under the Master Declaration of Covenants, Conditions and Restrictions for Hunters Ridge (herein called the "Master Declaration") as the same is recorded in Book OR 2003 at Page 4209 in the Public Records of Lee County, Florida; and

WHEREAS, Beau Kastle is no longer financially capable of performing any of the obligations of the Declarant under the Master Declaration; and

WHEREAS, BBA is the holder of the first and second priority mortgages on the property owned by Beau Kastle which is subject to the Master Declaration, said mortgages being in default and being the subject of a pending foreclosure action in Lee County, Florida under Case No. 90-2090 CA-JHS; and

WHEREAS, BBA has agreed to accept the rights and assume the duties of the Declarant under the Master Declaration upon the terms and conditions set forth herein;

NOW, THEREFORE, the parties hereto agree as follows:

1. Assignment. Beau Kastle hereby assigns to BBA all of its rights as the Declarant under the Master Declaration, and BBA hereby agrees to assume the duties of the Declarant under the Master Declaration as of the Effective Date specified herein and subject to the terms and provisions set forth herein.

2. Effective Date. The Effective Date of this Assignment shall be May 1, 1991, subject, however, to the satisfaction of the conditions precedent set forth in paragraph 3 below on or before the Effective Date.

3. Conditions Precedent. This Assignment, the terms and provisions thereof, and the duties, rights and obligations of the parties hereunder are expressly conditioned upon the following:

(a) The ratification and approval of the terms and provisions hereof by at least seventy five (75%) percent of the current Lot or Site owners in the Hunters Ridge Development as those terms are defined in the Master Declaration. The ratification and approval of this Assignment by the requisite number of Lot and Site owners shall be certified by the Board of Directors of the Association, a copy of which shall be attached hereto as Exhibit A, whereupon this condition precedent shall be deemed satisfied.

(b) The filing of the Stipulation For Final Judgment of Foreclosure in the pending foreclosure action, a copy of which is attached hereto as Exhibit B.

4. Release by Association. Subject to the satisfaction of the conditions precedent in paragraph 3 above, the Association does hereby release BBA from any and all claims or liability for acts committed or omitted prior to the Effective Date which would otherwise have been required of the Declarant, including, without limitation, the payment of any deficiencies required of the Declarant under the Master Declaration. The Association further releases any rights under the alleged lease described in Article IX of the Master Declaration, any rights of first refusal with respect to parcel Two as described in Article IX of the Master Declaration, and the right to operate and maintain the golf course clubhouse and attendant facilities under Article IX of the Master Declaration.

5. Operation of Golf Course Facility. Subject to the satisfaction of the conditions precedent in paragraph 3 above, BBA shall as of the Effective Date operate and maintain the golf course, clubhouse and attendant facilities until such time as the golf course, clubhouse and attendant facilities are turned over to the Association as provided by the Master Declaration.

6. Unity of Golf Course. Upon completion of the pending foreclosure sale, BBA shall cause the portion of the golf course and attendant facilities which are located on the real property (commonly known as the "North Parcel" of Hunters Ridge) as described in the deed recorded in Book OR 2163 at Page 2469 in the Public Records of Lee County, Florida to be subjected to terms and provisions of the Master Declaration.

OR2224 PG3606

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed in their respective corporate names by their duly authorized officers and their respective corporate seals to be affixed hereto, all by order of their respective Boards of Directors as of the day and year first above written.

BEAU KASTLE DEVELOPERS, INC.

BY: _____
President

ATTEST: _____
Secretary

(Corporate Seal)

BBA DEVELOPMENT CORP.

BY: _____
President

ATTEST: _____
Secretary

(Corporate Seal)

HUNTERS RIDGE COMMUNITY ASSOCIATION, INC.

BY: _____
President

ATTEST: _____
Secretary

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF COLLIER

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Ronald Beaudry as President of Beau Kastle Developers, Inc., the corporation described in the foregoing instrument and that he acknowledged executing the same under authority vested in him by said corporation and that the seal affixed thereto is the seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 8th day of April, 1991.

Thomas B. Barlett
Notary Public

My Commission Expires:
NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP JUNE 12,1992
BONDED THRU GENERAL INS. UND.

STATE OF NORTH CAROLINA
COUNTY OF CRAVEN

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Alfred P. Moore as President of BBA Development Corp., the corporation described in the foregoing instrument and that he acknowledged executing the same under authority vested in him by said corporation and that the seal affixed thereto is the seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 8TH day of APRIL, 1991.

Gary W. Pendergraft
Notary Public

My Commission Expires: 2-21-1992

OR2224 PG3608

OR2224 PG3609

STATE OF NORTH CAROLINA
COUNTY OF CRAVEN.

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared JAMES F. BEST as President of Hunters Ridge Community Association, Inc., the corporation described in the foregoing instrument and that he acknowledged executing the same under authority vested in him by said corporation and that the seal affixed thereto is the seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 8TH day of APRIL, 1991.

Gary N Perdue Jr.
Notary Public

My Commission Expires: 2-21-1992

ASSIGNMENT AND ACCEPTANCE OF RIGHTS AND DUTIES

EXHIBIT "A"

CERTIFICATION OF RATIFICATION AND APPROVAL

The undersigned, being the Board of Directors of HUNTERS RIDGE COMMUNITY ASSOCIATION, INC., a Florida non-for-profit corporation, hereby certifies that more than seventy five (75%) percent of the current Lot or Site owners in the Hunters Ridge Development have ratified and approved the terms and provisions of the Assignment and Acceptance of Rights and Duties as the Successor Declarant under the Master Declaration of Covenants, Conditions and Restrictions for Hunters Ridge dated the 8th day of April, 1991, as evidenced by the Ratifications and Approvals of such Lot or Site owners, the originals of which are attached hereto.

This the 23rd day of April, 1991.

Director

Director

Director

Director

Director

f1/061101Snjg

OR2224 PG3610

IN THE CIRCUIT COURT OF THE TWENTIETH JUDICIAL CIRCUIT
IN AND FOR LEE COUNTY, STATE OF FLORIDA

CIVIL ACTION

BBA DEVELOPMENT CORP., A Florida corporation Plaintiff, vs. BEAU KASTLE DEVELOPERS, INC., ET AL., Defendants.	CASE NO. 90-2090 CA-JHS

OR2224 PG3611

STIPULATION FOR FINAL JUDGMENT OF FORECLOSURE

COME NOW the parties who agree and stipulate as follows:

Defendant, BEAU KASTLE DEVELOPERS, INC., hereby consents to the entry of a Final Judgment of Foreclosure against it pursuant to the Motion for Summary Judgment filed by Plaintiff herein as supplemented by affidavits filed by Plaintiff. Said Final Judgment shall permit Plaintiff to conduct a foreclosure sale of the property described in the Complaint as amended, shall dismiss the affirmative defenses filed by BEAU KASTLE DEVELOPERS, INC. and shall release any claims which BEAU KASTLE DEVELOPERS, INC. purports to claim against Plaintiff, its shareholders, directors and the officers as well as any affiliate corporations and the respective shareholders, directors and the officers of same and

shall release the original mortgagees who were the original Plaintiffs in this cause of action.

Dated this ____ day of _____, 1991.

HARTER, SECREST & EMERY
Attorneys for
Beau Kastle Developers, Inc.
800 Laurel Oak Drive,
Suite 400
Naples, FL 33963
(813) 598-4444

BY:_____
Thomas B. Garlick
Florida Bar No.324760

PAVESE, GARNER, HAVERFIELD,
DALTON, HARRISON & JENSEN
Attorneys for Plaintiff
Post Office Drawer 1507
1833 Hendry Street
Ft. Myers, FL 33902
(813) 334-2195

BY:_____
William T. Haverfield
Florida Bar No._____

OR2224 PG0612

RATIFICATION AND APPROVAL OF ASSIGNMENT AND ACCEPTANCE OF RIGHTS AND DUTIES AS THE SUCCESSOR DECLARANT UNDER THE MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HUNTERS RIDGE DATED APRIL 8, 1991

The undersigned Lot or Site owner hereby certifies and agrees as follows:

1. That the undersigned is/are the sole owner of the following described Lot or Site in the Hunters Ridge Development.

Lot/Site # 1 Block/Tract # A

2. That each of the undersigned has received a copy of the written document entitled "Assignment and Acceptance of Rights and Duties as the Successor Declarant under the Master Declaration of Covenants, Conditions and Restrictions for Hunters Ridge" which is dated the 8th day of April, 1991 (herein called the "Assignment").

3. That each of the undersigned hereby ratifies and approves the terms and provisions of said Assignment.

Dated the 8 day of April, 1991.

Richard L Smith
Signature

RICHARD L SMITH
Printed Name

Betty Lou Smith
Signature

BETTY Lou SMITH
Printed Name

Signature

Printed Name

Signature

Printed Name

OR2224 PG3613

f1/0610956njg

RATIFICATION AND APPROVAL OF ASSIGNMENT AND ACCEPTANCE OF RIGHTS AND DUTIES AS THE SUCCESSOR DECLARANT UNDER THE MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HUNTERS RIDGE DATED APRIL 8, 1991

The undersigned Lot or Site owner hereby certifies and agrees as follows:

1. That the undersigned is/are the sole owner of the following described Lot or Site in the Hunters Ridge Development.

Lot/Site # 2 Block/Tract # A

2. That each of the undersigned has received a copy of the written document entitled "Assignment and Acceptance of Rights and Duties as the Successor Declarant under the Master Declaration of Covenants, Conditions and Restrictions for Hunters Ridge" which is dated the 8th day of April, 1991 (herein called the "Assignment").

3. That each of the undersigned hereby ratifies and approves the terms and provisions of said Assignment.

Dated the 8th day of April, 1991.

Wesley J. Soerens
Signature

Wesley J. Soerens
Printed Name

Karen C. Soerens
Signature

Karen E. Soerens
Printed Name

_____
Signature

_____
Printed Name

_____
Signature

_____
Printed Name

fl/0610956njg

OR2224 PG3614

RATIFICATION AND APPROVAL OF ASSIGNMENT AND ACCEPTANCE OF RIGHTS AND DUTIES AS THE SUCCESSOR DECLARANT UNDER THE MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HUNTERS RIDGE DATED APRIL 8, 1991

The undersigned Lot or Site owner hereby certifies and agrees as follows:

1. That the undersigned is/are the sole owner of the following described Lot or Site in the Hunters Ridge Development.

Lot/Site # 4 Block/Tract # A

2. That each of the undersigned has received a copy of the written document entitled "Assignment and Acceptance of Rights and Duties as the Successor Declarant under the Master Declaration of Covenants, Conditions and Restrictions for Hunters Ridge" which is dated the 8th day of April, 1991 (herein called the "Assignment").

3. That each of the undersigned hereby ratifies and approves the terms and provisions of said Assignment.

Dated the 15th day of April, 1991.

Gary F. Consorto
Signature

GARY F. CONSORTO
Printed Name

Marilyn A. Consorto
Signature

MARILYN A. CONSORTO
Printed Name

_____
Signature

_____
Printed Name

_____
Signature

_____
Printed Name

OR2224 PG3615

fl/0610956njg

RATIFICATION AND APPROVAL OF ASSIGNMENT AND ACCEPTANCE OF RIGHTS AND DUTIES AS THE SUCCESSOR DECLARANT UNDER THE MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HUNTERS RIDGE DATED APRIL 8, 1991

The undersigned Lot or Site owner hereby certifies and agrees as follows:

1. That the undersigned is/are the sole owner of the following described Lot or Site in the Hunters Ridge Development.

Lot/Site # 5 Block/Tract # A

2. That each of the undersigned has received a copy of the written document entitled "Assignment and Acceptance of Rights and Duties as the Successor Declarant under the Master Declaration of Covenants, Conditions and Restrictions for Hunters Ridge" which is dated the 8th day of April, 1991 (herein called the "Assignment").

3. That each of the undersigned hereby ratifies and approves the terms and provisions of said Assignment.

Dated the 15TH day of April, 1991.

Robert F Dowling Jr.
Signature

Robert F Dowling Jr.
Printed Name

Joshua E. Dowling
Signature

JOSHUA E. DOWLING
Printed Name

Signature

Printed Name

Signature

Printed Name

OR2224 PG3616

f1/0610956njg

RATIFICATION AND APPROVAL OF ASSIGNMENT AND ACCEPTANCE OF RIGHTS AND DUTIES AS THE SUCCESSOR DECLARANT UNDER THE MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HUNTERS RIDGE DATED APRIL 8, 1991

The undersigned Lot or Site owner hereby certifies and agrees as follows:

1. That the undersigned is/are the sole owner of the following described Lot or Site in the Hunters Ridge Development.

Lot/Site # 6 Block/Tract # A

2. That each of the undersigned has received a copy of the written document entitled "Assignment and Acceptance of Rights and Duties as the Successor Declarant under the Master Declaration of Covenants, Conditions and Restrictions for Hunters Ridge" which is dated the 8th day of April, 1991 (herein called the "Assignment").

3. That each of the undersigned hereby ratifies and approves the terms and provisions of said Assignment.

Dated the 9th day of APRIL, 1991.

James F. Best
Signature

JAMES F. BEST
Printed Name

Edythe L. Best
Signature

EDYTHE L. BEST
Printed Name

Signature

Printed Name

Signature

Printed Name

OR2224 PG3617

f1/0610956njg

RATIFICATION AND APPROVAL OF ASSIGNMENT AND ACCEPTANCE OF RIGHTS AND DUTIES AS THE SUCCESSOR DECLARANT UNDER THE MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HUNTERS RIDGE DATED APRIL 8, 1991

The undersigned Lot or Site owner hereby certifies and agrees as follows:

1. That the undersigned is/are the sole owner of the following described Lot or Site in the Hunters Ridge Development.

Lot/~~Site~~ # 7 Block/~~Tract~~ # A

2. That each of the undersigned has received a copy of the written document entitled "Assignment and Acceptance of Rights and Duties as the Successor Declarant under the Master Declaration of Covenants, Conditions and Restrictions for Hunters Ridge" which is dated the 8th day of April, 1991 (herein called the "Assignment").

3. That each of the undersigned hereby ratifies and approves the terms and provisions of said Assignment.

Dated the 9 day of April, 1991.

Charles E Calvert
Signature

CHARLES E CALVERT
Printed Name

Charlotte B Calvert
Signature

Charlotte B CALVERT
Printed Name

_____
Signature

_____
Printed Name

_____
Signature

_____
Printed Name

OR2224 PG3618

f1/0610956njg

RATIFICATION AND APPROVAL OF ASSIGNMENT AND ACCEPTANCE OF RIGHTS AND DUTIES AS THE SUCCESSOR DECLARANT UNDER THE MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HUNTERS RIDGE DATED APRIL 8, 1991

The undersigned Lot or Site owner hereby certifies and agrees as follows:

1. That the undersigned is/are the sole owner of the following described Lot or Site in the Hunters Ridge Development.

Lot/Site # 8 Block/Tract # A

2. That each of the undersigned has received a copy of the written document entitled "Assignment and Acceptance of Rights and Duties as the Successor Declarant under the Master Declaration of Covenants, Conditions and Restrictions for Hunters Ridge" which is dated the 8th day of April, 1991 (herein called the "Assignment").

3. That each of the undersigned hereby ratifies and approves the terms and provisions of said Assignment.

Dated the 19th day of April, 1991.

Ronal W Souder
Signature

RONAL W SOUDER
Printed Name

Even A. Souder
Signature

EVEN A SOUDER
Printed Name

Signature

Printed Name

Signature

Printed Name

OR2224 PG3619

f1/0610956njg

RATIFICATION AND APPROVAL OF ASSIGNMENT AND ACCEPTANCE OF RIGHTS AND DUTIES AS THE SUCCESSOR DECLARANT UNDER THE MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HUNTERS RIDGE DATED APRIL 8, 1991

The undersigned Lot or Site owner hereby certifies and agrees as follows:

1. That the undersigned is/are the sole owner of the following described Lot or Site in the Hunters Ridge Development.

Lot/Site # 10 Block/Tract # A

2. That each of the undersigned has received a copy of the written document entitled "Assignment and Acceptance of Rights and Duties as the Successor Declarant under the Master Declaration of Covenants, Conditions and Restrictions for Hunters Ridge" which is dated the 8th day of April, 1991 (herein called the "Assignment").

3. That each of the undersigned hereby ratifies and approves the terms and provisions of said Assignment.

Dated the 12 day of April, 1991.

Neal C. Gould
Signature

Neal C. Gould
Printed Name

Ruth A. Gould
Signature

Ruth A. Gould
Printed Name

_____
Signature

_____
Printed Name

_____
Signature

_____
Printed Name

OR2224 PG3620

f1/0610956njg

RATIFICATION AND APPROVAL OF ASSIGNMENT AND ACCEPTANCE OF RIGHTS AND DUTIES AS THE SUCCESSOR DECLARANT UNDER THE MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HUNTERS RIDGE DATED APRIL 8, 1991

The undersigned Lot or Site owner hereby certifies and agrees as follows:

1. That the undersigned is/are the sole owner of the following described Lot or Site in the Hunters Ridge Development.

Lot/Site # 11 Block/Tract # A

2. That each of the undersigned has received a copy of the written document entitled "Assignment and Acceptance of Rights and Duties as the Successor Declarant under the Master Declaration of Covenants, Conditions and Restrictions for Hunters Ridge" which is dated the 8th day of April, 1991 (herein called the "Assignment").

3. That each of the undersigned hereby ratifies and approves the terms and provisions of said Assignment.

Dated the 16 day of April, 1991.

William A. Morgan
Signature

WILLIAM A. MORGAN
Printed Name

_____
Signature

_____
Printed Name

_____
Signature

_____
Printed Name

_____
Signature

_____
Printed Name

OR2224 PG3621

fl/0610956njg

RATIFICATION AND APPROVAL OF ASSIGNMENT AND ACCEPTANCE OF RIGHTS AND DUTIES AS THE SUCCESSOR DECLARANT UNDER THE MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HUNTERS RIDGE DATED APRIL 8, 1991

The undersigned Lot or Site owner hereby certifies and agrees as follows:

1. That the undersigned is/are the sole owner of the following described Lot or Site in the Hunters Ridge Development.

Lot/Site # 4 Block/Tract # B

2. That each of the undersigned has received a copy of the written document entitled "Assignment and Acceptance of Rights and Duties as the Successor Declarant under the Master Declaration of Covenants, Conditions and Restrictions for Hunters Ridge" which is dated the 8th day of April, 1991 (herein called the "Assignment").

3. That each of the undersigned hereby ratifies and approves the terms and provisions of said Assignment.

Dated the 10TH day of APRIL, 1991.

Signature

JAMES A. ZILLIGEN
Printed Name

Signature

Printed Name

Signature

Printed Name

Signature

Printed Name

OR2224 PG3622

f1/0610956njg

RATIFICATION AND APPROVAL OF ASSIGNMENT AND ACCEPTANCE OF RIGHTS AND DUTIES AS THE SUCCESSOR DECLARANT UNDER THE MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HUNTERS RIDGE DATED APRIL 8, 1991

The undersigned Lot or Site owner hereby certifies and agrees as follows:

1. That the undersigned is/are the sole owner of the following described Lot or Site in the Hunters Ridge Development.

Lot/Site # 6 Block/Tract # B

2. That each of the undersigned has received a copy of the written document entitled "Assignment and Acceptance of Rights and Duties as the Successor Declarant under the Master Declaration of Covenants, Conditions and Restrictions for Hunters Ridge" which is dated the 8th day of April, 1991 (herein called the "Assignment").

3. That each of the undersigned hereby ratifies and approves the terms and provisions of said Assignment.

Dated the 11th day of April, 1991.

Joseph B Gennaro
Signature

Joseph B. Gennaro
Printed Name

J'Lene A. Gennaro
Signature

J'Lene A Gennaro
Printed Name

Signature

Printed Name

Signature

Printed Name

OR2224 PG3623

f1/0610956njg

RATIFICATION AND APPROVAL OF ASSIGNMENT AND ACCEPTANCE OF RIGHTS AND DUTIES AS THE SUCCESSOR DECLARANT UNDER THE MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HUNTERS RIDGE DATED APRIL 8, 1991

The undersigned Lot or Site owner hereby certifies and agrees as follows:

1. That the undersigned is/are the sole owner of the following described Lot or Site in the Hunters Ridge Development.

Lot/Site # 7 Block/Tract # B

2. That each of the undersigned has received a copy of the written document entitled "Assignment and Acceptance of Rights and Duties as the Successor Declarant under the Master Declaration of Covenants, Conditions and Restrictions for Hunters Ridge" which is dated the 8th day of April, 1991 (herein called the "Assignment").

3. That each of the undersigned hereby ratifies and approves the terms and provisions of said Assignment.

Dated the ____ day of _____, 1991.

Patrick W Quirk
Signature

PATRICK W. QUIRK
Printed Name

Dorothy A Quirk
Signature

DOROTHY A. QUIRK
Printed Name

_____
Signature

_____
Printed Name

_____
Signature

_____
Printed Name

OR2224 PG3624

f1/0610956njq

RATIFICATION AND APPROVAL OF ASSIGNMENT AND ACCEPTANCE OF RIGHTS AND DUTIES AS THE SUCCESSOR DECLARANT UNDER THE MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HUNTERS RIDGE DATED APRIL 8, 1991

The undersigned Lot or Site owner hereby certifies and agrees as follows:

1. That the undersigned is/are the sole owner of the following described Lot or Site in the Hunters Ridge Development.

Lot/Site # 8 Block/Tract # B

2. That each of the undersigned has received a copy of the written document entitled "Assignment and Acceptance of Rights and Duties as the Successor Declarant under the Master Declaration of Covenants, Conditions and Restrictions for Hunters Ridge" which is dated the 8th day of April, 1991 (herein called the "Assignment").

3. That each of the undersigned hereby ratifies and approves the terms and provisions of said Assignment.

Dated the 9th day of April, 1991.

William J. Quinlan Trust
Signature

WILLIAM J QUINLAN TRUST
Printed Name

Janice M. Quinlan, trust
Signature

Janice M. Quinlan, trust
Printed Name

_____
Signature

_____
Printed Name

_____
Signature

_____
Printed Name

OR2224 PG3625

f1/0610956nj9

RATIFICATION AND APPROVAL OF ASSIGNMENT AND ACCEPTANCE OF RIGHTS AND DUTIES AS THE SUCCESSOR DECLARANT UNDER THE MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HUNTERS RIDGE DATED APRIL 8, 1991

The undersigned Lot or Site owner hereby certifies and agrees as follows:

1. That the undersigned is/are the sole owner of the following described Lot or Site in the Hunters Ridge Development.

Lot/Site # 11 Block/Tract # B

2. That each of the undersigned has received a copy of the written document entitled "Assignment and Acceptance of Rights and Duties as the Successor Declarant under the Master Declaration of Covenants, Conditions and Restrictions for Hunters Ridge" which is dated the 8th day of April, 1991 (herein called the "Assignment").

3. That each of the undersigned hereby ratifies and approves the terms and provisions of said Assignment.

Dated the 8 day of APRIL, 1991.

John A Bonnema
Signature

JOHN A. BONNEMA
Printed Name

Penny P. Bonnema
Signature

Penny P. Bonnema
Printed Name

Signature

Printed Name

Signature

Printed Name

OR2224 PG3626

f1/0610956njg

RATIFICATION AND APPROVAL OF ASSIGNMENT AND ACCEPTANCE OF RIGHTS AND DUTIES AS THE SUCCESSOR DECLARANT UNDER THE MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HUNTERS RIDGE DATED APRIL 8, 1991

The undersigned Lot or Site owner hereby certifies and agrees as follows:

1. That the undersigned is/are the sole owner of the following described Lot or Site in the Hunters Ridge Development.

Lot/Site # 14 Block/Tract # B

2. That each of the undersigned has received a copy of the written document entitled "Assignment and Acceptance of Rights and Duties as the Successor Declarant under the Master Declaration of Covenants, Conditions and Restrictions for Hunters Ridge" which is dated the 8th day of April, 1991 (herein called the "Assignment").

3. That each of the undersigned hereby ratifies and approves the terms and provisions of said Assignment.

Dated the 17 day of APRIL, 1991.

Kim A. Ayers
Signature

KIM A. AYERS
Printed Name

Ruth E. Ayers
Signature

Ruth E. Ayers
Printed Name

Signature

Printed Name

Signature

Printed Name

f1/0610956njg

OR2224 PG3627

RATIFICATION AND APPROVAL OF ASSIGNMENT AND ACCEPTANCE OF RIGHTS AND DUTIES AS THE SUCCESSOR DECLARANT UNDER THE MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HUNTERS RIDGE DATED APRIL 8, 1991

The undersigned Lot or Site owner hereby certifies and agrees as follows:

1. That the undersigned is/are the sole owner of the following described Lot or Site in the Hunters Ridge Development.

Lot/Site # 16 Block/Tract # B

2. That each of the undersigned has received a copy of the written document entitled "Assignment and Acceptance of Rights and Duties as the Successor Declarant under the Master Declaration of Covenants, Conditions and Restrictions for Hunters Ridge" which is dated the 8th day of April, 1991 (herein called the "Assignment").

3. That each of the undersigned hereby ratifies and approves the terms and provisions of said Assignment.

Dated the 9th day of April, 1991.

William Sr. Siedlecki
Signature

William Donald Siedlecki
Printed Name

Marceille Siedlecki
Signature

MARCEILLE SIEDLECKI
Printed Name

_____
Signature

_____
Printed Name

_____
Signature

_____
Printed Name

OR2224 PG628

f1/0610956njg

RATIFICATION AND APPROVAL OF ASSIGNMENT AND ACCEPTANCE OF RIGHTS AND DUTIES AS THE SUCCESSOR DECLARANT UNDER THE MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HUNTERS RIDGE DATED APRIL 8, 1991

The undersigned Lot or Site owner hereby certifies and agrees as follows:

1. That the undersigned is/are the sole owner of the following described Lot or Site in the Hunters Ridge Development.

Lot/Site # 18 Block/Tract # B

2. That each of the undersigned has received a copy of the written document entitled "Assignment and Acceptance of Rights and Duties as the Successor Declarant under the Master Declaration of Covenants, Conditions and Restrictions for Hunters Ridge" which is dated the 8th day of April, 1991 (herein called the "Assignment").

3. That each of the undersigned hereby ratifies and approves the terms and provisions of said Assignment.

Dated the 8th day of APRIL, 1991.

Signature

JOHN R. FOX
Printed Name

Signature

MARGARET F. FOX
Printed Name

Signature

Printed Name

Signature

Printed Name

OR2224 PG3629

f1/0610956njg

RATIFICATION AND APPROVAL OF ASSIGNMENT AND ACCEPTANCE OF RIGHTS AND DUTIES AS THE SUCCESSOR DECLARANT UNDER THE MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HUNTERS RIDGE DATED APRIL 8, 1991

The undersigned Lot or Site owner hereby certifies and agrees as follows:

1. That the undersigned is/are the sole owner of the following described Lot or Site in the Hunters Ridge Development.

Lot/~~Site~~ # 2 Block/~~Tract~~ # C

2. That each of the undersigned has received a copy of the written document entitled "Assignment and Acceptance of Rights and Duties as the Successor Declarant under the Master Declaration of Covenants, Conditions and Restrictions for Hunters Ridge" which is dated the 8th day of April, 1991 (herein called the "Assignment").

3. That each of the undersigned hereby ratifies and approves the terms and provisions of said Assignment.

Dated the 8 day of APRIL, 1991.

John A. Horner
Signature

John A. HORNER
Printed Name

Betty L Horner
Signature

BETTY L. HORNER
Printed Name

Signature

Printed Name

Signature

Printed Name

OR2224 PG3630

f1/0610956njg

RATIFICATION AND APPROVAL OF ASSIGNMENT AND ACCEPTANCE OF RIGHTS AND DUTIES AS THE SUCCESSOR DECLARANT UNDER THE MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HUNTERS RIDGE DATED APRIL 8, 1991

The undersigned Lot or Site owner hereby certifies and agrees as follows:

1. That the undersigned is/are the sole owner of the following described Lot or Site in the Hunters Ridge Development.

Lot/~~Site~~ # 3 Block/~~Tract~~ # C

2. That each of the undersigned has received a copy of the written document entitled "Assignment and Acceptance of Rights and Duties as the Successor Declarant under the Master Declaration of Covenants, Conditions and Restrictions for Hunters Ridge" which is dated the 8th day of April, 1991 (herein called the "Assignment").

3. That each of the undersigned hereby ratifies and approves the terms and provisions of said Assignment.

Dated the 9th day of April, 1991.

Lee A Mitchell
Signature

Lee A. Mitchell
Printed Name

Marion B. Mitchell
Signature

Marion B. Mitchell
Printed Name

Signature

Printed Name

Signature

Printed Name

OR2224 PG3631

f1/0610956njg

RATIFICATION AND APPROVAL OF ASSIGNMENT AND ACCEPTANCE OF RIGHTS AND DUTIES AS THE SUCCESSOR DECLARANT UNDER THE MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HUNTERS RIDGE DATED APRIL 8, 1991

The undersigned Lot or Site owner hereby certifies and agrees as follows:

1. That the undersigned is/are the sole owner of the following described Lot or Site in the Hunters Ridge Development.

12609 Hunters Ridge Dr. Lot/~~Site~~ # 4 Block/~~Tract~~ # C

2. That each of the undersigned has received a copy of the written document entitled "Assignment and Acceptance of Rights and Duties as the Successor Declarant under the Master Declaration of Covenants, Conditions and Restrictions for Hunters Ridge" which is dated the 8th day of April, 1991 (herein called the "Assignment").

3. That each of the undersigned hereby ratifies and approves the terms and provisions of said Assignment.

Dated the 9 day of APRIL, 1991.

Horace W. Smith
Signature

HORACE W. SMITH
Printed Name

Laura P. Smith
Signature

LAURA P. SMITH
Printed Name

_____
Signature

_____
Printed Name

_____
Signature

_____
Printed Name

OR2224 PG3632

fl/0610956njg

RATIFICATION AND APPROVAL OF ASSIGNMENT AND ACCEPTANCE OF RIGHTS AND DUTIES AS THE SUCCESSOR DECLARANT UNDER THE MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HUNTERS RIDGE DATED APRIL 8, 1991

The undersigned Lot or Site owner hereby certifies and agrees as follows:

1. That the undersigned is/are the sole owner of the following described Lot or Site in the Hunters Ridge Development.

Lot/Site # 5 Block/Tract # C

2. That each of the undersigned has received a copy of the written document entitled "Assignment and Acceptance of Rights and Duties as the Successor Declarant under the Master Declaration of Covenants, Conditions and Restrictions for Hunters Ridge" which is dated the 8th day of April, 1991 (herein called the "Assignment").

3. That each of the undersigned hereby ratifies and approves the terms and provisions of said Assignment.

Dated the 10th day of April, 1991.

William W. Keethler
Signature

WILLIAM W. KEETHLER
Printed Name

Shirley M. Keethler
Signature

SHIRLEY M. KEETHLER
Printed Name

Signature

Printed Name

Signature

Printed Name

OR2224 PG3633

f1/0610956njg

RATIFICATION AND APPROVAL OF ASSIGNMENT AND ACCEPTANCE OF RIGHTS AND DUTIES AS THE SUCCESSOR DECLARANT UNDER THE MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HUNTERS RIDGE DATED APRIL 8, 1991

The undersigned Lot or Site owner hereby certifies and agrees as follows:

1. That the undersigned is/are the sole owner of the following described Lot or Site in the Hunters Ridge Development.

Lot/Site # 6 Block/Tract # C

2. That each of the undersigned has received a copy of the written document entitled "Assignment and Acceptance of Rights and Duties as the Successor Declarant under the Master Declaration of Covenants, Conditions and Restrictions for Hunters Ridge" which is dated the 8th day of April, 1991 (herein called the "Assignment").

3. That each of the undersigned hereby ratifies and approves the terms and provisions of said Assignment.

Dated the 8th day of April, 1991.

Charles A Weller
Signature

CHARLES A. WELLER
Printed Name

Claire C Weller
Signature

CLAIRE C. WELLER
Printed Name

_____
Signature

_____
Printed Name

_____
Signature

_____
Printed Name

OR2224 PG3634

f1/0610956njg

RATIFICATION AND APPROVAL OF ASSIGNMENT AND ACCEPTANCE OF RIGHTS AND DUTIES AS THE SUCCESSOR DECLARANT UNDER THE MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HUNTERS RIDGE DATED APRIL 8, 1991

The undersigned Lot or Site owner hereby certifies and agrees as follows:

1. That the undersigned is/are the sole owner of the following described Lot or Site in the Hunters Ridge Development.

Lot/Site # 7 Block/Tract # C

2. That each of the undersigned has received a copy of the written document entitled "Assignment and Acceptance of Rights and Duties as the Successor Declarant under the Master Declaration of Covenants, Conditions and Restrictions for Hunters Ridge" which is dated the 8th day of April, 1991 (herein called the "Assignment").

3. That each of the undersigned hereby ratifies and approves the terms and provisions of said Assignment.

Dated the 9 day of APRIL, 1991.

Donald K Fordham
Signature

DONALD K. FORDHAM
Printed Name

Joanne Fordham
Signature

JOANNE FORDHAM
Printed Name

Signature

Printed Name

Signature

Printed Name

OR2224 PG3635

f1/0610956njg

RATIFICATION AND APPROVAL OF ASSIGNMENT AND ACCEPTANCE OF RIGHTS AND DUTIES AS THE SUCCESSOR DECLARANT UNDER THE MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HUNTERS RIDGE DATED APRIL 8, 1991

The undersigned Lot or Site owner hereby certifies and agrees as follows:

1. That the undersigned is/are the sole owner of the following described Lot or Site in the Hunters Ridge Development.

Lot/Site # 8 Block/Tract # C

2. That each of the undersigned has received a copy of the written document entitled "Assignment and Acceptance of Rights and Duties as the Successor Declarant under the Master Declaration of Covenants, Conditions and Restrictions for Hunters Ridge" which is dated the 8th day of April, 1991 (herein called the "Assignment").

3. That each of the undersigned hereby ratifies and approves the terms and provisions of said Assignment.

Dated the 9 day of APRIL, 1991.

James F. Pichiotino
Signature

JAMES F. PICHIOTINO
Printed Name

Lelah J. Pichiotino
Signature

LELAH J. PICHIOTINO
Printed Name

Signature

Printed Name

Signature

Printed Name

OR2224 PG3636

f1/0610956njg

RATIFICATION AND APPROVAL OF ASSIGNMENT AND ACCEPTANCE OF RIGHTS AND DUTIES AS THE SUCCESSOR DECLARANT UNDER THE MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HUNTERS RIDGE DATED APRIL 8, 1991

The undersigned Lot or Site owner hereby certifies and agrees as follows:

1. That the undersigned is/are the sole owner of the following described Lot or Site in the Hunters Ridge Development.

Lot/Site # 9 Block/Tract # C

2. That each of the undersigned has received a copy of the written document entitled "Assignment and Acceptance of Rights and Duties as the Successor Declarant under the Master Declaration of Covenants, Conditions and Restrictions for Hunters Ridge" which is dated the 8th day of April, 1991 (herein called the "Assignment").

3. That each of the undersigned hereby ratifies and approves the terms and provisions of said Assignment.

Dated the 8 day of April, 1991.

Frank X. Meier
Signature

FRANK X. MEIER
Printed Name

Suzanne Meier
Signature

SUZANNE MEIER
Printed Name

_____
Signature

_____
Printed Name

_____
Signature

_____
Printed Name

OR2224 PG3637

fl/0610956njg

RATIFICATION AND APPROVAL OF ASSIGNMENT AND ACCEPTANCE OF RIGHTS AND DUTIES AS THE SUCCESSOR DECLARANT UNDER THE MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HUNTERS RIDGE DATED APRIL 8, 1991

The undersigned Lot or Site owner hereby certifies and agrees as follows:

1. That the undersigned is/are the sole owner of the following described Lot or Site in the Hunters Ridge Development.

Lot/~~SXXXX~~ # 13 Block/~~XXXXX~~ # C

2. That each of the undersigned has received a copy of the written document entitled "Assignment and Acceptance of Rights and Duties as the Successor Declarant under the Master Declaration of Covenants, Conditions and Restrictions for Hunters Ridge" which is dated the 8th day of April, 1991 (herein called the "Assignment").

3. That each of the undersigned hereby ratifies and approves the terms and provisions of said Assignment.

Dated the ____ day of _____, 1991.

For Thomas Galt, Inc.

By: _____
Signature

Thomas J. Poelker
Vice President/Secretary/Treasurer
Printed Name

_____
Signature

_____
Printed Name

_____
Signature

_____
Printed Name

_____
Signature

_____
Printed Name

f1/0610956njg

OR2224 PG3638

RATIFICATION AND APPROVAL OF ASSIGNMENT AND ACCEPTANCE OF RIGHTS AND DUTIES AS THE SUCCESSOR DECLARANT UNDER THE MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HUNTERS RIDGE DATED APRIL 8, 1991

The undersigned Lot or Site owner hereby certifies and agrees as follows:

1. That the undersigned is/are the sole owner of the following described Lot or Site in the Hunters Ridge Development.

Lot/~~Site~~ # 14 Block/~~Tract~~ # C

2. That each of the undersigned has received a copy of the written document entitled "Assignment and Acceptance of Rights and Duties as the Successor Declarant under the Master Declaration of Covenants, Conditions and Restrictions for Hunters Ridge" which is dated the 8th day of April, 1991 (herein called the "Assignment").

3. That each of the undersigned hereby ratifies and approves the terms and provisions of said Assignment.

Dated the ____ day of _____, 1991.

For Thomas Galt, Inc.

By: _____
Signature

Thomas J. Poelker
Printed Name

Vice President/Secretary/Treasurer

_____
Signature

_____
Printed Name

_____
Signature

_____
Printed Name

_____
Signature

_____
Printed Name

OR2224 PG3639

fl/0610956njg

RATIFICATION AND APPROVAL OF ASSIGNMENT AND ACCEPTANCE OF RIGHTS AND DUTIES AS THE SUCCESSOR DECLARANT UNDER THE MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HUNTERS RIDGE DATED APRIL 8, 1991

The undersigned Lot or Site owner hereby certifies and agrees as follows:

1. That the undersigned is/are the sole owner of the following described Lot or Site in the Hunters Ridge Development.

~~Lot~~/Site # 1 ~~Block~~/Tract # C

2. That each of the undersigned has received a copy of the written document entitled "Assignment and Acceptance of Rights and Duties as the Successor Declarant under the Master Declaration of Covenants, Conditions and Restrictions for Hunters Ridge" which is dated the 8th day of April, 1991 (herein called the "Assignment").

3. That each of the undersigned hereby ratifies and approves the terms and provisions of said Assignment.

Dated the 22 day of APRIL, 1991.

Mary Fiore
Signature

MARY FIORE
Printed Name

Signature

Printed Name

Signature

Printed Name

Signature

Printed Name

OR2224 PG3640

f1/0610956njg

RATIFICATION AND APPROVAL OF ASSIGNMENT AND ACCEPTANCE OF RIGHTS AND DUTIES AS THE SUCCESSOR DECLARANT UNDER THE MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HUNTERS RIDGE DATED APRIL 8, 1991

The undersigned Lot or Site owner hereby certifies and agrees as follows:

1. That the undersigned is/are the sole owner of the following described Lot or Site in the Hunters Ridge Development.

~~Lot~~/Site # 3 ~~Block~~/Tract # C

2. That each of the undersigned has received a copy of the written document entitled "Assignment and Acceptance of Rights and Duties as the Successor Declarant under the Master Declaration of Covenants, Conditions and Restrictions for Hunters Ridge" which is dated the 8th day of April, 1991 (herein called the "Assignment").

3. That each of the undersigned hereby ratifies and approves the terms and provisions of said Assignment.

Dated the 9 day of April, 1991.

Robert E Richardson Jr
Signature

Robert E Richardson Jr
Printed Name

_____
Signature

_____
Printed Name

_____
Signature

_____
Printed Name

_____
Signature

_____
Printed Name

OR2224 PG3641

f1/0610956njg

RATIFICATION AND APPROVAL OF ASSIGNMENT AND ACCEPTANCE OF RIGHTS AND DUTIES AS THE SUCCESSOR DECLARANT UNDER THE MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HUNTERS RIDGE DATED APRIL 8, 1991

The undersigned Lot or Site owner hereby certifies and agrees as follows:

1. That the undersigned is/are the sole owner of the following described Lot or Site in the Hunters Ridge Development.

~~Lot~~/Site # 4 ~~Block~~/Tract # C

2. That each of the undersigned has received a copy of the written document entitled "Assignment and Acceptance of Rights and Duties as the Successor Declarant under the Master Declaration of Covenants, Conditions and Restrictions for Hunters Ridge" which is dated the 8th day of April, 1991 (herein called the "Assignment").

3. That each of the undersigned hereby ratifies and approves the terms and provisions of said Assignment.

Dated the 8th day of April, 1991.

John S Skemp MD
Signature

John T. Skemp
Printed Name

Ethel H. Skemp
Signature

Ethel H. Skemp
Printed Name

Signature

Printed Name

Signature

Printed Name

f1/0610956njg

OR2224 PG3642

RATIFICATION AND APPROVAL OF ASSIGNMENT AND ACCEPTANCE OF RIGHTS AND DUTIES AS THE SUCCESSOR DECLARANT UNDER THE MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HUNTERS RIDGE DATED APRIL 8, 1991

The undersigned Lot or Site owner hereby certifies and agrees as follows:

1. That the undersigned is/are the sole owner of the following described Lot or Site in the Hunters Ridge Development.

Lot/Site # 5 Block/Tract # C

2. That each of the undersigned has received a copy of the written document entitled "Assignment and Acceptance of Rights and Duties as the Successor Declarant under the Master Declaration of Covenants, Conditions and Restrictions for Hunters Ridge" which is dated the 8th day of April, 1991 (herein called the "Assignment").

3. That each of the undersigned hereby ratifies and approves the terms and provisions of said Assignment.

Dated the 8 day of April, 1991.

Norman J. Peteluk
Signature

Norman J. Peteluk
Printed Name

Mary M. Peteluk
Signature

Mary M. Peteluk
Printed Name

Signature

Printed Name

Signature

Printed Name

OR2224 PG3643

f1/0610956njg

RATIFICATION AND APPROVAL OF ASSIGNMENT AND ACCEPTANCE OF RIGHTS AND DUTIES AS THE SUCCESSOR DECLARANT UNDER THE MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HUNTERS RIDGE DATED APRIL 8, 1991

The undersigned Lot or Site owner hereby certifies and agrees as follows:

1. That the undersigned is/are the sole owner of the following described Lot or Site in the Hunters Ridge Development.

~~Lot~~/Site # 6 ~~Block~~/Tract # C

2. That each of the undersigned has received a copy of the written document entitled "Assignment and Acceptance of Rights and Duties as the Successor Declarant under the Master Declaration of Covenants, Conditions and Restrictions for Hunters Ridge" which is dated the 8th day of April, 1991 (herein called the "Assignment").

3. That each of the undersigned hereby ratifies and approves the terms and provisions of said Assignment.

Dated the 15th day of April, 1991.

/ Harold E. King
Signature

Harold E. King
Printed Name

Ann F. King
Signature

Ann F. King
Printed Name

Signature

Printed Name

Signature

Printed Name

f1/0610956njg

OR2224 PG3644

RATIFICATION AND APPROVAL OF ASSIGNMENT AND ACCEPTANCE OF RIGHTS AND DUTIES AS THE SUCCESSOR DECLARANT UNDER THE MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HUNTERS RIDGE DATED APRIL 8, 1991

The undersigned Lot or Site owner hereby certifies and agrees as follows:

1. That the undersigned is/are the sole owner of the following described Lot or Site in the Hunters Ridge Development.

~~Lot~~/Site # 7 ~~Block~~/Tract # C

2. That each of the undersigned has received a copy of the written document entitled "Assignment and Acceptance of Rights and Duties as the Successor Declarant under the Master Declaration of Covenants, Conditions and Restrictions for Hunters Ridge" which is dated the 8th day of April, 1991 (herein called the "Assignment").

3. That each of the undersigned hereby ratifies and approves the terms and provisions of said Assignment.

Dated the April day of 9, 1991.

John G. Blose
Signature

John G. Blose
Printed Name

Catherine D. Blose
Signature

Catherine D Blose
Printed Name

Signature

Printed Name

Signature

Printed Name

f1/0610956njg

OR2224 PG3645

RATIFICATION AND APPROVAL OF ASSIGNMENT AND ACCEPTANCE OF RIGHTS AND DUTIES AS THE SUCCESSOR DECLARANT UNDER THE MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HUNTERS RIDGE DATED APRIL 8, 1991

The undersigned Lot or Site owner hereby certifies and agrees as follows:

1. That the undersigned is/are the sole owner of the following described Lot or Site in the Hunters Ridge Development.

~~Lot~~/Site # 8 B~~lock~~/Tract # C

2. That each of the undersigned has received a copy of the written document entitled "Assignment and Acceptance of Rights and Duties as the Successor Declarant under the Master Declaration of Covenants, Conditions and Restrictions for Hunters Ridge" which is dated the 8th day of April, 1991 (herein called the "Assignment").

3. That each of the undersigned hereby ratifies and approves the terms and provisions of said Assignment.

Dated the 10th day of April, 1991.

James J. McHugh
Signature

James J. McHugh
Printed Name

Eileen M. McHugh
Signature

Eileen M. McHugh
Printed Name

Signature

Printed Name

Signature

Printed Name

OR2224 PG3646

f1/0610956njg

RATIFICATION AND APPROVAL OF ASSIGNMENT AND ACCEPTANCE OF RIGHTS AND DUTIES AS THE SUCCESSOR DECLARANT UNDER THE MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HUNTERS RIDGE DATED APRIL 8, 1991

The undersigned Lot or Site owner hereby certifies and agrees as follows:

1. That the undersigned is/are the sole owner of the following described Lot or Site in the Hunters Ridge Development.

~~Lot~~/Site # 9 ~~Block~~/Tract # C

2. That each of the undersigned has received a copy of the written document entitled "Assignment and Acceptance of Rights and Duties as the Successor Declarant under the Master Declaration of Covenants, Conditions and Restrictions for Hunters Ridge" which is dated the 8th day of April, 1991 (herein called the "Assignment").

3. That each of the undersigned hereby ratifies and approves the terms and provisions of said Assignment.

Dated the ____ day of _____, 1991.

Harry A. McGill
Signature

HARRY A. MCGILL
Printed Name

Dorothy A. McGill
Signature

DOROTHY A. MCGILL
Printed Name

_____
Signature

_____
Printed Name

_____
Signature

_____
Printed Name

OR2224 PG3647

f1/0610956njg

RATIFICATION AND APPROVAL OF ASSIGNMENT AND ACCEPTANCE OF RIGHTS AND DUTIES AS THE SUCCESSOR DECLARANT UNDER THE MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HUNTERS RIDGE DATED APRIL 8, 1991

The undersigned Lot or Site owner hereby certifies and agrees as follows:

1. That the undersigned is/are the sole owner of the following described Lot or Site in the Hunters Ridge Development.

Lot/Site # VILLA 2 Block/Tract # D

2. That each of the undersigned has received a copy of the written document entitled "Assignment and Acceptance of Rights and Duties as the Successor Declarant under the Master Declaration of Covenants, Conditions and Restrictions for Hunters Ridge" which is dated the 8th day of April, 1991 (herein called the "Assignment").

3. That each of the undersigned hereby ratifies and approves the terms and provisions of said Assignment.

Dated the 16th day of April, 1991.

Chris Rigsby
Signature

CHRIS RIGSBY
Printed Name

Janet Rigsby
Signature

Janet Rigsby
Printed Name

Signature

Printed Name

Signature

Printed Name

OR2224 PG3648

f1/0610956njg

RATIFICATION AND APPROVAL OF ASSIGNMENT AND ACCEPTANCE OF RIGHTS AND DUTIES AS THE SUCCESSOR DECLARANT UNDER THE MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HUNTERS RIDGE DATED APRIL 8, 1991

The undersigned Lot or Site owner hereby certifies and agrees as follows:

1. That the undersigned is/are the sole owner of the following described Lot or Site in the Hunters Ridge Development.

~~Lot~~/Site # 3 ~~Block~~/Tract # D

2. That each of the undersigned has received a copy of the written document entitled "Assignment and Acceptance of Rights and Duties as the Successor Declarant under the Master Declaration of Covenants, Conditions and Restrictions for Hunters Ridge" which is dated the 8th day of April, 1991 (herein called the "Assignment").

3. That each of the undersigned hereby ratifies and approves the terms and provisions of said Assignment.

Dated the 9th day of APRIL, 1991.

Frank P Lawrence
Signature

FRANK C. LAWRENCE
Printed Name

Jeanne C. Lawrence
Signature

Jeanne C. Lawrence
Printed Name

_____
Signature

_____
Printed Name

_____
Signature

_____
Printed Name

f1/0610956njg

OR2224 PG3649

RATIFICATION AND APPROVAL OF ASSIGNMENT AND ACCEPTANCE OF RIGHTS AND DUTIES AS THE SUCCESSOR DECLARANT UNDER THE MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HUNTERS RIDGE DATED APRIL 8, 1991

The undersigned Lot or Site owner hereby certifies and agrees as follows:

1. That the undersigned is/are the sole owner of the following described Lot or Site in the Hunters Ridge Development.

~~Lot~~/Site # 4 ~~Block~~/Tract # D

2. That each of the undersigned has received a copy of the written document entitled "Assignment and Acceptance of Rights and Duties as the Successor Declarant under the Master Declaration of Covenants, Conditions and Restrictions for Hunters Ridge" which is dated the 8th day of April, 1991 (herein called the "Assignment").

3. That each of the undersigned hereby ratifies and approves the terms and provisions of said Assignment.

Dated the 14TH day of April, 1991.

Gaylerd F. Wineriter
Signature

Gaylerd F. Wineriter
Printed Name

Virginia J. Wineriter
Signature

Virginia Wineriter
Printed Name

_____
Signature

_____
Printed Name

_____
Signature

_____
Printed Name

OR2224 PG3650

f1/0610956njg

RATIFICATION AND APPROVAL OF ASSIGNMENT AND ACCEPTANCE OF RIGHTS AND DUTIES AS THE SUCCESSOR DECLARANT UNDER THE MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HUNTERS RIDGE DATED APRIL 8, 1991

The undersigned Lot or Site owner hereby certifies and agrees as follows:

1. That the undersigned is/are the sole owner of the following described Lot or Site in the Hunters Ridge Development.

~~Lot~~/Site # 6 ~~Block~~/Tract # D

2. That each of the undersigned has received a copy of the written document entitled "Assignment and Acceptance of Rights and Duties as the Successor Declarant under the Master Declaration of Covenants, Conditions and Restrictions for Hunters Ridge" which is dated the 8th day of April, 1991 (herein called the "Assignment").

3. That each of the undersigned hereby ratifies and approves the terms and provisions of said Assignment.

Dated the 16 day of April, 1991.

Henry T. Phelan
Signature

HENRY T. PHELAN
Printed Name

Carolyn J. Phelan
Signature

CAROLYN J. PHELAN
Printed Name

Signature

Printed Name

Signature

Printed Name

OR2224 PG3651

f1/0610956njg

RATIFICATION AND APPROVAL OF ASSIGNMENT AND ACCEPTANCE OF RIGHTS AND DUTIES AS THE SUCCESSOR DECLARANT UNDER THE MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HUNTERS RIDGE DATED APRIL 8, 1991

The undersigned Lot or Site owner hereby certifies and agrees as follows:

1. That the undersigned is/are the sole owner of the following described Lot or Site in the Hunters Ridge Development.

~~Lot~~/Site # 7 ~~Block~~/Tract # D

2. That each of the undersigned has received a copy of the written document entitled "Assignment and Acceptance of Rights and Duties as the Successor Declarant under the Master Declaration of Covenants, Conditions and Restrictions for Hunters Ridge" which is dated the 8th day of April, 1991 (herein called the "Assignment").

3. That each of the undersigned hereby ratifies and approves the terms and provisions of said Assignment.

Dated the 11 day of APRIL, 1991.

Robert P. Kelling
Signature

ROBERT P. KELLING
Printed Name

Betty J. Kelling
Signature

Betty J. Kelling
Printed Name

Signature

Printed Name

Signature

Printed Name

f1/0610956njg

OR2224 PG3652

RATIFICATION AND APPROVAL OF ASSIGNMENT AND ACCEPTANCE OF RIGHTS AND DUTIES AS THE SUCCESSOR DECLARANT UNDER THE MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HUNTERS RIDGE DATED APRIL 8, 1991

The undersigned Lot or Site owner hereby certifies and agrees as follows:

1. That the undersigned is/are the sole owner of the following described Lot or Site in the Hunters Ridge Development.

~~Lot~~/Site # 8 ~~Block~~/Tract # D

2. That each of the undersigned has received a copy of the written document entitled "Assignment and Acceptance of Rights and Duties as the Successor Declarant under the Master Declaration of Covenants, Conditions and Restrictions for Hunters Ridge" which is dated the 8th day of April, 1991 (herein called the "Assignment").

3. That each of the undersigned hereby ratifies and approves the terms and provisions of said Assignment.

Dated the 9 day of April, 1991.

Robert R. Bernard
Signature

Robert R. Bernard
Printed Name

Frances H. Bernard
Signature

Frances H. Bernard
Printed Name

_____
Signature

_____
Printed Name

_____
Signature

_____
Printed Name

f1/0610956njg

OR2224 PG3653

RATIFICATION AND APPROVAL OF ASSIGNMENT AND ACCEPTANCE OF RIGHTS AND DUTIES AS THE SUCCESSOR DECLARANT UNDER THE MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HUNTERS RIDGE DATED APRIL 8, 1991

The undersigned Lot or Site owner hereby certifies and agrees as follows:

1. That the undersigned is/are the sole owner of the following described Lot or Site in the Hunters Ridge Development.

~~Lot~~/Site # 10 ~~Block~~/Tract # D

2. That each of the undersigned has received a copy of the written document entitled "Assignment and Acceptance of Rights and Duties as the Successor Declarant under the Master Declaration of Covenants, Conditions and Restrictions for Hunters Ridge" which is dated the 8th day of April, 1991 (herein called the "Assignment").

3. That each of the undersigned hereby ratifies and approves the terms and provisions of said Assignment.

Dated the 17th day of April, 1991.

Donald L Volkert
Signature

DONALD L. VOLKERT
Printed Name

Helen B. Volkert
Signature

HELEN B. VOLKERT
Printed Name

Signature

Printed Name

Signature

Printed Name

f1/0610956njg

OR2224 PG3654

RATIFICATION AND APPROVAL OF ASSIGNMENT AND ACCEPTANCE OF RIGHTS AND DUTIES AS THE SUCCESSOR DECLARANT UNDER THE MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HUNTERS RIDGE DATED APRIL 8, 1991

The undersigned Lot or Site owner hereby certifies and agrees as follows:

1. That the undersigned is/are the sole owner of the following described Lot or Site in the Hunters Ridge Development.

~~Lot~~/Site # 11 ~~Block~~/Tract # D

2. That each of the undersigned has received a copy of the written document entitled "Assignment and Acceptance of Rights and Duties as the Successor Declarant under the Master Declaration of Covenants, Conditions and Restrictions for Hunters Ridge" which is dated the 8th day of April, 1991 (herein called the "Assignment").

3. That each of the undersigned hereby ratifies and approves the terms and provisions of said Assignment.

Dated the 15 day of APRIL, 1991.

Andrew C. Cascarano
Signature

ANDREW C. CASCARANO
Printed Name

Laurann G. Cascarano
Signature

LAURANN G. CASCARANO
Printed Name

_____
Signature

_____
Printed Name

_____
Signature

_____
Printed Name

f1/0610956njg

OR2224 PG3655

RATIFICATION AND APPROVAL OF ASSIGNMENT AND ACCEPTANCE OF RIGHTS AND DUTIES AS THE SUCCESSOR DECLARANT UNDER THE MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HUNTERS RIDGE DATED APRIL 8, 1991

The undersigned Lot or Site owner hereby certifies and agrees as follows:

1. That the undersigned is/are the sole owner of the following described Lot or Site in the Hunters Ridge Development.

~~Lot~~/Site # 12 ~~Block~~/Tract # D

2. That each of the undersigned has received a copy of the written document entitled "Assignment and Acceptance of Rights and Duties as the Successor Declarant under the Master Declaration of Covenants, Conditions and Restrictions for Hunters Ridge" which is dated the 8th day of April, 1991 (herein called the "Assignment").

3. That each of the undersigned hereby ratifies and approves the terms and provisions of said Assignment.

Dated the ____ day of _____, 1991.

Joseph Mari
Signature

JOSEPH MARI
Printed Name

_____
Signature

_____
Printed Name

_____
Signature

_____
Printed Name

_____
Signature

_____
Printed Name

f1/0610956njg

OR2224 PG3656

RATIFICATION AND APPROVAL OF ASSIGNMENT AND ACCEPTANCE OF RIGHTS AND DUTIES AS THE SUCCESSOR DECLARANT UNDER THE MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HUNTERS RIDGE DATED APRIL 8, 1991

The undersigned Lot or Site owner hereby certifies and agrees as follows:

1. That the undersigned is/~~are~~ the sole owner of the following described Lot or Site in the Hunters Ridge Development.

~~Lot~~/~~Site~~ UNIT # 14 ~~Block~~/Tract # D

2. That each of the undersigned has received a copy of the written document entitled "Assignment and Acceptance of Rights and Duties as the Successor Declarant under the Master Declaration of Covenants, Conditions and Restrictions for Hunters Ridge" which is dated the 8th day of April, 1991 (herein called the "Assignment").

3. That each of the undersigned hereby ratifies and approves the terms and provisions of said Assignment.

Dated the 17 day of April, 1991.

Janet C. Davis
Signature

JANET C. DAVIS As Trustee under Trust
Printed Name
Agreement dated 12/23/87

Signature

Printed Name

Signature

Printed Name

Signature

Printed Name

f1/0610956njg

OR2224 PG3657

RATIFICATION AND APPROVAL OF ASSIGNMENT AND ACCEPTANCE OF RIGHTS AND DUTIES AS THE SUCCESSOR DECLARANT UNDER THE MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HUNTERS RIDGE DATED APRIL 8, 1991

The undersigned Lot or Site owner hereby certifies and agrees as follows:

1. That the undersigned is/are the sole owner of the following described Lot or Site in the Hunters Ridge Development.

~~Lot~~/Site # 15 ~~Block~~/Tract # D

2. That each of the undersigned has received a copy of the written document entitled "Assignment and Acceptance of Rights and Duties as the Successor Declarant under the Master Declaration of Covenants, Conditions and Restrictions for Hunters Ridge" which is dated the 8th day of April, 1991 (herein called the "Assignment").

3. That each of the undersigned hereby ratifies and approves the terms and provisions of said Assignment.

Dated the 15th day of April, 1991.

Jerry F. Naples
Signature

JERRY F. NAPLES
Printed Name

Marie M. Naples
Signature

MARIE M. NAPLES
Printed Name

Signature

Printed Name

Signature

Printed Name

f1/0610956njg

OR2224 PG3658

RATIFICATION AND APPROVAL OF ASSIGNMENT AND ACCEPTANCE OF RIGHTS AND DUTIES AS THE SUCCESSOR DECLARANT UNDER THE MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HUNTERS RIDGE DATED APRIL 8, 1991

The undersigned Lot or Site owner hereby certifies and agrees as follows:

1. That the undersigned is/are the sole owner of the following described Lot or Site in the Hunters Ridge Development.

~~Lot~~/Site # 16 ~~Block~~/Tract # D

2. That each of the undersigned has received a copy of the written document entitled "Assignment and Acceptance of Rights and Duties as the Successor Declarant under the Master Declaration of Covenants, Conditions and Restrictions for Hunters Ridge" which is dated the 8th day of April, 1991 (herein called the "Assignment").

3. That each of the undersigned hereby ratifies and approves the terms and provisions of said Assignment.

Dated the 12 day of April, 1991.

Signature

ROBERT F. NAPLES
Printed Name

Signature

FRANCES L. NAPLES
Printed Name

Signature

Printed Name

Signature

Printed Name

OR2224 PG3659

f1/0610956njg

RATIFICATION AND APPROVAL OF ASSIGNMENT AND ACCEPTANCE OF RIGHTS AND DUTIES AS THE SUCCESSOR DECLARANT UNDER THE MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HUNTERS RIDGE DATED APRIL 8, 1991

The undersigned Lot or Site owner hereby certifies and agrees as follows:

1. That the undersigned is/are the sole owner of the following described Lot or Site in the Hunters Ridge Development.

Lot/Site # 17 Block/Tract # D

2. That each of the undersigned has received a copy of the written document entitled "Assignment and Acceptance of Rights and Duties as the Successor Declarant under the Master Declaration of Covenants, Conditions and Restrictions for Hunters Ridge" which is dated the 8th day of April, 1991 (herein called the "Assignment").

3. That each of the undersigned hereby ratifies and approves the terms and provisions of said Assignment.

Dated the ____ day of _____, 1991.

David Smith
Signature

David Smith
Printed Name

Martha Smith
Signature

Martha Smith
Printed Name

_____
Signature

_____
Printed Name

_____
Signature

_____
Printed Name

OR2224 PG3660

t1/0610956njg

RATIFICATION AND APPROVAL OF ASSIGNMENT AND ACCEPTANCE OF RIGHTS AND DUTIES AS THE SUCCESSOR DECLARANT UNDER THE MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HUNTERS RIDGE DATED APRIL 8, 1991

The undersigned Lot or Site owner hereby certifies and agrees as follows:

1. That the undersigned is/are the sole owner of the following described Lot or Site in the Hunters Ridge Development.

~~Lot~~/Site # 18 ~~Block~~/Tract # D

2. That each of the undersigned has received a copy of the written document entitled "Assignment and Acceptance of Rights and Duties as the Successor Declarant under the Master Declaration of Covenants, Conditions and Restrictions for Hunters Ridge" which is dated the 8th day of April, 1991 (herein called the "Assignment").

3. That each of the undersigned hereby ratifies and approves the terms and provisions of said Assignment.

Dated the 9 day of APRIL, 1991.

Signature

JACK W. FAUL
Printed Name

Signature

RUTH M. FAUL
Printed Name

Signature

Printed Name

Signature

Printed Name

OR2224 PG3661

f1/0610956njg

RATIFICATION AND APPROVAL OF ASSIGNMENT AND ACCEPTANCE OF RIGHTS AND DUTIES AS THE SUCCESSOR DECLARANT UNDER THE MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HUNTERS RIDGE DATED APRIL 8, 1991

The undersigned Lot or Site owner hereby certifies and agrees as follows:

1. That the undersigned is/are the sole owner of the following described Lot or Site in the Hunters Ridge Development.

~~Lot~~/Site # 19D ~~Block~~/Tract # D

2. That each of the undersigned has received a copy of the written document entitled "Assignment and Acceptance of Rights and Duties as the Successor Declarant under the Master Declaration of Covenants, Conditions and Restrictions for Hunters Ridge" which is dated the 8th day of April, 1991 (herein called the "Assignment").

3. That each of the undersigned hereby ratifies and approves the terms and provisions of said Assignment.

Dated the 11th day of April, 1991.

Robert D. Stubbs
Signature

Robert D. Stubbs
Printed Name

Daniel J. Stubbs
Signature

Daniel J. Stubbs
Printed Name

Signature

Printed Name

Signature

Printed Name

f1/0610956njg

OR2224 PG3662

RATIFICATION AND APPROVAL OF ASSIGNMENT AND ACCEPTANCE OF RIGHTS AND DUTIES AS THE SUCCESSOR DECLARANT UNDER THE MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HUNTERS RIDGE DATED APRIL 8, 1991

The undersigned Lot or Site owner hereby certifies and agrees as follows:

1. That the undersigned is/are the sole owner of the following described Lot or Site in the Hunters Ridge Development.

~~Lot~~/Site # 20 ~~Block~~/Tract # D

2. That each of the undersigned has received a copy of the written document entitled "Assignment and Acceptance of Rights and Duties as the Successor Declarant under the Master Declaration of Covenants, Conditions and Restrictions for Hunters Ridge" which is dated the 8th day of April, 1991 (herein called the "Assignment").

3. That each of the undersigned hereby ratifies and approves the terms and provisions of said Assignment.

Dated the ____ day of _____, 1991.

Richard E Robinson
Signature

Richard E Robinson
Printed Name

Annabelle Robinson
Signature

ANNABELLE ROBINSON
Printed Name

_____
Signature

_____
Printed Name

_____
Signature

_____
Printed Name

f1/0610956njg

OR2224 PG3663

RATIFICATION AND APPROVAL OF ASSIGNMENT AND ACCEPTANCE OF RIGHTS AND DUTIES AS THE SUCCESSOR DECLARANT UNDER THE MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HUNTERS RIDGE DATED APRIL 8, 1991

The undersigned Lot or Site owner hereby certifies and agrees as follows:

1. That the undersigned is/are the sole owner of the following described Lot or Site in the Hunters Ridge Development.

~~Lot~~/Site # 21 ~~Block~~/Tract # D

2. That each of the undersigned has received a copy of the written document entitled "Assignment and Acceptance of Rights and Duties as the Successor Declarant under the Master Declaration of Covenants, Conditions and Restrictions for Hunters Ridge" which is dated the 8th day of April, 1991 (herein called the "Assignment").

3. That each of the undersigned hereby ratifies and approves the terms and provisions of said Assignment.

Dated the 15th day of APRIL, 1991.

Larry L Long
Signature

LARRY L. LONG
Printed Name

Peggy M. Long
Signature

PEGGY M. LONG
Printed Name

Signature

Printed Name

Signature

Printed Name

OR2224 PG3664

f1/0610956njg

RATIFICATION AND APPROVAL OF ASSIGNMENT AND ACCEPTANCE OF RIGHTS AND DUTIES AS THE SUCCESSOR DECLARANT UNDER THE MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HUNTERS RIDGE DATED APRIL 8, 1991

The undersigned Lot or Site owner hereby certifies and agrees as follows:

1. That the undersigned is/are the sole owner of the following described Lot or Site in the Hunters Ridge Development.

~~Lot~~/Site # 22 ~~Block~~/Tract # D

2. That each of the undersigned has received a copy of the written document entitled "Assignment and Acceptance of Rights and Duties as the Successor Declarant under the Master Declaration of Covenants, Conditions and Restrictions for Hunters Ridge" which is dated the 8th day of April, 1991 (herein called the "Assignment").

3. That each of the undersigned hereby ratifies and approves the terms and provisions of said Assignment.

Dated the 15 day of April, 1991.

James W. Dunham
Signature

JAMES W. DUNHAM
Printed Name

Margaret M. Dunham
Signature

MARGARET M. DUNHAM
Printed Name

_____
Signature

_____
Printed Name

_____
Signature

_____
Printed Name

f1/0610956njg

OR2224 PG3665

RATIFICATION AND APPROVAL OF ASSIGNMENT AND ACCEPTANCE OF RIGHTS AND DUTIES AS THE SUCCESSOR DECLARANT UNDER THE MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HUNTERS RIDGE DATED APRIL 8, 1991

The undersigned Lot or Site owner hereby certifies and agrees as follows:

1. That the undersigned is/are the sole owner of the following described Lot or Site in the Hunters Ridge Development.

~~Lot~~/Site # 23 ~~Block~~/Tract # D

2. That each of the undersigned has received a copy of the written document entitled "Assignment and Acceptance of Rights and Duties as the Successor Declarant under the Master Declaration of Covenants, Conditions and Restrictions for Hunters Ridge" which is dated the 8th day of April, 1991 (herein called the "Assignment").

3. That each of the undersigned hereby ratifies and approves the terms and provisions of said Assignment.

Dated the 8 day of APRIL, 1991

Signature

JOHN H. JORDE

Printed Name

Elizabeth B Jorde

Signature

ELISABETH B. JORDE

Printed Name

Signature

Printed Name

Signature

Printed Name

OR2224 PG3666

fl/0610956njg

RATIFICATION AND APPROVAL OF ASSIGNMENT AND ACCEPTANCE OF RIGHTS AND DUTIES AS THE SUCCESSOR DECLARANT UNDER THE MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HUNTERS RIDGE DATED APRIL 8, 1991

The undersigned Lot or Site owner hereby certifies and agrees as follows:

1. That the undersigned is/are the sole owner of the following described Lot or Site in the Hunters Ridge Development.

Lot/Site # 34 Block/Tract # D

2. That each of the undersigned has received a copy of the written document entitled "Assignment and Acceptance of Rights and Duties as the Successor Declarant under the Master Declaration of Covenants, Conditions and Restrictions for Hunters Ridge" which is dated the 8th day of April, 1991 (herein called the "Assignment").

3. That each of the undersigned hereby ratifies and approves the terms and provisions of said Assignment.

Dated the 8 day of April, 1991.

Marvis A. Ricci
Signature

Marvis A. Ricci
Printed Name

Signature

Ann B. Ricci
Printed Name

Ann B. Ricci
Signature

Printed Name

Signature

Printed Name

OR2224 PG3667

f1/0610956njg

RATIFICATION AND APPROVAL OF ASSIGNMENT AND ACCEPTANCE OF RIGHTS AND DUTIES AS THE SUCCESSOR DECLARANT UNDER THE MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HUNTERS RIDGE DATED APRIL 8, 1991

The undersigned Lot or Site owner hereby certifies and agrees as follows:

1. That the undersigned is/are the sole owner of the following described Lot or Site in the Hunters Ridge Development.

Lot/Site # 25 Block/Tract # D

2. That each of the undersigned has received a copy of the written document entitled "Assignment and Acceptance of Rights and Duties as the Successor Declarant under the Master Declaration of Covenants, Conditions and Restrictions for Hunters Ridge" which is dated the 8th day of April, 1991 (herein called the "Assignment").

3. That each of the undersigned hereby ratifies and approves the terms and provisions of said Assignment.

Dated the 8 day of APRIL, 1991.

Theresa M. Iannucci
Signature

THERESA M. IANNUCCI
Printed Name

Humbert V. Iannucci
Signature

HUMBERT V IANNUCCI
Printed Name

_____
Signature

_____
Printed Name

_____
Signature

_____
Printed Name

f1/0610956njg

OR2224 PG3668

RATIFICATION AND APPROVAL OF ASSIGNMENT AND ACCEPTANCE OF RIGHTS AND DUTIES AS THE SUCCESSOR DECLARANT UNDER THE MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HUNTERS RIDGE DATED APRIL 8, 1991

The undersigned Lot or Site owner hereby certifies and agrees as follows:

1. That the undersigned is/are the sole owner of the following described Lot or Site in the Hunters Ridge Development.

Lot/Site # 26 Block/Tract # D

2. That each of the undersigned has received a copy of the written document entitled "Assignment and Acceptance of Rights and Duties as the Successor Declarant under the Master Declaration of Covenants, Conditions and Restrictions for Hunters Ridge" which is dated the 8th day of April, 1991 (herein called the "Assignment").

3. That each of the undersigned hereby ratifies and approves the terms and provisions of said Assignment.

Dated the 8 day of APRIL, 1991.

Louis P. Poremba
Signature

LOUIS P. POREMBA
Printed Name

Estella L. Poremba
Signature

ESTELLA L. POREMBA
Printed Name

Signature

Printed Name

Signature

Printed Name

f1/0610956njg

OR2224 PG3669

RATIFICATION AND APPROVAL OF ASSIGNMENT AND ACCEPTANCE OF RIGHTS AND DUTIES AS THE SUCCESSOR DECLARANT UNDER THE MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HUNTERS RIDGE DATED APRIL 8, 1991

The undersigned Lot or Site owner hereby certifies and agrees as follows:

1. That the undersigned is/are the sole owner of the following described Lot or Site in the Hunters Ridge Development.

~~Lot~~/Site # 27 ~~Block~~/Tract # D

2. That each of the undersigned has received a copy of the written document entitled "Assignment and Acceptance of Rights and Duties as the Successor Declarant under the Master Declaration of Covenants, Conditions and Restrictions for Hunters Ridge" which is dated the 8th day of April, 1991 (herein called the "Assignment").

3. That each of the undersigned hereby ratifies and approves the terms and provisions of said Assignment.

Dated the 9th day of April, 1991.

Signature

Ronald Beaudry
Printed Name

Signature

Printed Name

Signature

Printed Name

Signature

Printed Name

OR2224 PG3670

fl/0610956njg

RATIFICATION AND APPROVAL OF ASSIGNMENT AND ACCEPTANCE OF RIGHTS AND DUTIES AS THE SUCCESSOR DECLARANT UNDER THE MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HUNTERS RIDGE DATED APRIL 8, 1991

The undersigned Lot or Site owner hereby certifies and agrees as follows:

1. That the undersigned is/are the sole owner of the following described Lot or Site in the Hunters Ridge Development.

~~Lot~~/Site # 28 ~~Block~~/Tract # D

2. That each of the undersigned has received a copy of the written document entitled "Assignment and Acceptance of Rights and Duties as the Successor Declarant under the Master Declaration of Covenants, Conditions and Restrictions for Hunters Ridge" which is dated the 8th day of April, 1991 (herein called the "Assignment").

3. That each of the undersigned hereby ratifies and approves the terms and provisions of said Assignment.

Dated the 8th day of April, 1991.

Signature

Steven D Stalker
Printed Name

Karen L. Stalker
Signature

KAREN L. STALKER
Printed Name

Signature

Printed Name

Signature

Printed Name

OR2224 PG3671

f1/0610956njg

RATIFICATION AND APPROVAL OF ASSIGNMENT AND ACCEPTANCE OF RIGHTS AND DUTIES AS THE SUCCESSOR DECLARANT UNDER THE MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HUNTERS RIDGE DATED APRIL 8, 1991

The undersigned Lot or Site owner hereby certifies and agrees as follows:

1. That the undersigned is/are the sole owner of the following described Lot or Site in the Hunters Ridge Development.

~~Lot~~/Site # 29 ~~Block~~/Tract # D

2. That each of the undersigned has received a copy of the written document entitled "Assignment and Acceptance of Rights and Duties as the Successor Declarant under the Master Declaration of Covenants, Conditions and Restrictions for Hunters Ridge" which is dated the 8th day of April, 1991 (herein called the "Assignment").

3. That each of the undersigned hereby ratifies and approves the terms and provisions of said Assignment.

Dated the 8th day of April, 1991.

Signature

ALLEN J. RICHARDS
Printed Name

Signature

KAY L. RICHARDS
Printed Name

Signature

Printed Name

Signature

Printed Name

OR2224 PG3672

t1/0610956njg

RATIFICATION AND APPROVAL OF ASSIGNMENT AND ACCEPTANCE OF RIGHTS AND DUTIES AS THE SUCCESSOR DECLARANT UNDER THE MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HUNTERS RIDGE DATED APRIL 8, 1991

The undersigned Lot or Site owner hereby certifies and agrees as follows:

1. That the undersigned is/are the sole owner of the following described Lot or Site in the Hunters Ridge Development.

~~Lot~~/Site # 30 ~~Block~~/Tract # D

2. That each of the undersigned has received a copy of the written document entitled "Assignment and Acceptance of Rights and Duties as the Successor Declarant under the Master Declaration of Covenants, Conditions and Restrictions for Hunters Ridge" which is dated the 8th day of April, 1991 (herein called the "Assignment").

3. That each of the undersigned hereby ratifies and approves the terms and provisions of said Assignment.

Dated the 16 day of APRIL, 1991.

Salvatore Regina
Signature

SALVATORE REGINA
Printed Name

Signature

Printed Name

Signature

Printed Name

Signature

Printed Name

f1/0610956njg

RATIFICATION AND APPROVAL OF ASSIGNMENT AND ACCEPTANCE OF RIGHTS AND DUTIES AS THE SUCCESSOR DECLARANT UNDER THE MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HUNTERS RIDGE DATED APRIL 8, 1991

The undersigned Lot or Site owner hereby certifies and agrees as follows:

1. That the undersigned is/are the sole owner of the following described Lot or Site in the Hunters Ridge Development.

Lot/Site # 31 Block/Tract # D

2. That each of the undersigned has received a copy of the written document entitled "Assignment and Acceptance of Rights and Duties as the Successor Declarant under the Master Declaration of Covenants, Conditions and Restrictions for Hunters Ridge" which is dated the 8th day of April, 1991 (herein called the "Assignment").

3. That each of the undersigned hereby ratifies and approves the terms and provisions of said Assignment.

Dated the 15 day of April, 1991.

Richard Radcliffe
Signature

RICHARD RADCLIFFE
Printed Name

Dorothy Radcliffe
Signature

DOROTHY RADCLIFFE
Printed Name

Signature

Printed Name

Signature

Printed Name

fl/0610956njg

OR2224 PG3674

RATIFICATION AND APPROVAL OF ASSIGNMENT AND ACCEPTANCE OF RIGHTS AND DUTIES AS THE SUCCESSOR DECLARANT UNDER THE MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HUNTERS RIDGE DATED APRIL 8, 1991

The undersigned Lot or Site owner hereby certifies and agrees as follows:

1. That the undersigned is/are the sole owner of the following described Lot or Site in the Hunters Ridge Development.

Lot/Site # 33 Block/Tract # D

2. That each of the undersigned has received a copy of the written document entitled "Assignment and Acceptance of Rights and Duties as the Successor Declarant under the Master Declaration of Covenants, Conditions and Restrictions for Hunters Ridge" which is dated the 8th day of April, 1991 (herein called the "Assignment").

3. That each of the undersigned hereby ratifies and approves the terms and provisions of said Assignment.

Dated the 15th day of April, 1991.

Carl F. Koenig
Signature

Carl F. Koenig
Printed Name

M Louise Koenig
Signature

M. LOUISE KOENIG
Printed Name

Signature

Printed Name

Signature

Printed Name

f1/0610956njg

UR2224 PG3675

RATIFICATION AND APPROVAL OF ASSIGNMENT AND ACCEPTANCE OF RIGHTS AND DUTIES AS THE SUCCESSOR DECLARANT UNDER THE MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HUNTERS RIDGE DATED APRIL 8, 1991

The undersigned Lot or Site owner hereby certifies and agrees as follows:

1. That the undersigned is/are the sole owner of the following described Lot or Site in the Hunters Ridge Development.

Lot/Site # 34 Block/Tract # D

2. That each of the undersigned has received a copy of the written document entitled "Assignment and Acceptance of Rights and Duties as the Successor Declarant under the Master Declaration of Covenants, Conditions and Restrictions for Hunters Ridge" which is dated the 8th day of April, 1991 (herein called the "Assignment").

3. That each of the undersigned hereby ratifies and approves the terms and provisions of said Assignment.

Dated the 15 day of April, 1991.

Signature

CHARLES R. PORTER
Printed Name

Signature

MARY B. PORTER
Printed Name

Signature

Printed Name

Signature

Printed Name

OR2224 PG3676

f1/0610956njg

RATIFICATION AND APPROVAL OF ASSIGNMENT AND ACCEPTANCE OF RIGHTS AND DUTIES AS THE SUCCESSOR DECLARANT UNDER THE MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HUNTERS RIDGE DATED APRIL 8, 1991

The undersigned Lot or Site owner hereby certifies and agrees as follows:

1. That the undersigned is/are the sole owner of the following described Lot or Site in the Hunters Ridge Development.

Lot/Site # 35 Block/Tract # D

12701 GLEN HOLLOW DRIVE

2. That each of the undersigned has received a copy of the written document entitled "Assignment and Acceptance of Rights and Duties as the Successor Declarant under the Master Declaration of Covenants, Conditions and Restrictions for Hunters Ridge" which is dated the 8th day of April, 1991 (herein called the "Assignment").

3. That each of the undersigned hereby ratifies and approves the terms and provisions of said Assignment.

Dated the 15 day of APRIL, 1991.

Signature

LARRY JEAN JOHNSON
Printed Name

Signature

SHARON ANN JOHNSON
Printed Name

Signature

Printed Name

Signature

Printed Name

OR2224 PG3677

f1/0610956njg

RATIFICATION AND APPROVAL OF ASSIGNMENT AND ACCEPTANCE OF RIGHTS AND DUTIES AS THE SUCCESSOR DECLARANT UNDER THE MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HUNTERS RIDGE DATED APRIL 8, 1991

OR2224 PG3678

The undersigned Lot or Site owner hereby certifies and agrees as follows:

1. That the undersigned is/are the sole owner of the following described Lot or Site in the Hunters Ridge Development.

Lot/Site # 36 Block/Tract # D

2. That each of the undersigned has received a copy of the written document entitled "Assignment and Acceptance of Rights and Duties as the Successor Declarant under the Master Declaration of Covenants, Conditions and Restrictions for Hunters Ridge" which is dated the 8th day of April, 1991 (herein called the "Assignment").

3. That each of the undersigned hereby ratifies and approves the terms and provisions of said Assignment.

Dated the 11th day of April, 1991.

Signature

Donna P. McDermitt

Printed Name

RATIFICATION AND APPROVAL OF ASSIGNMENT AND ACCEPTANCE OF RIGHTS AND DUTIES AS THE SUCCESSOR DECLARANT UNDER THE MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HUNTERS RIDGE DATED APRIL 8, 1991

The undersigned Lot or Site owner hereby certifies and agrees as follows:

1. That the undersigned is/are the sole owner of the following described Lot or Site in the Hunters Ridge Development.

Lot/Site #37 Block/Tract #D
28792 WILD COFFEE COURT

2. That each of the undersigned has received a copy of the written document entitled "Assignment and Acceptance of Rights and Duties as the Successor Declarant under the Master Declaration of Covenants, Conditions and Restrictions for Hunters Ridge" which is dated the 8th day of April, 1991 (herein called the "Assignment").

3. That each of the undersigned hereby ratifies and approves the terms and provisions of said Assignment.

Dated the 15 day of April, 1991.

William W. Keethler
Signature

WILLIAM W. KEETHLER
Printed Name

Signature

Printed Name

Signature

Printed Name

Signature

Printed Name

f1/0610956njg

OR2224 PG3679

RATIFICATION AND APPROVAL OF ASSIGNMENT AND ACCEPTANCE OF RIGHTS AND DUTIES AS THE SUCCESSOR DECLARANT UNDER THE MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HUNTERS RIDGE DATED APRIL 8, 1991

The undersigned Lot or Site owner hereby certifies and agrees as follows:

1. That the undersigned is/are the sole owner of the following described Lot or Site in the Hunters Ridge Development.

Lot/Site # 38 Block/Tract # D

2. That each of the undersigned has received a copy of the written document entitled "Assignment and Acceptance of Rights and Duties as the Successor Declarant under the Master Declaration of Covenants, Conditions and Restrictions for Hunters Ridge" which is dated the 8th day of April, 1991 (herein called the "Assignment").

3. That each of the undersigned hereby ratifies and approves the terms and provisions of said Assignment.

Dated the 15 day of April, 1991.

Signature

Gildo J. Guzzo
Printed Name

Signature

Judy K. Guzzo
Printed Name

Signature

Printed Name

Signature

Printed Name

OR2224 PG3680

f1/0610956njg

RATIFICATION AND APPROVAL OF ASSIGNMENT AND ACCEPTANCE OF RIGHTS AND DUTIES AS THE SUCCESSOR DECLARANT UNDER THE MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HUNTERS RIDGE DATED APRIL 8, 1991

The undersigned Lot or Site owner hereby certifies and agrees as follows:

1. That the undersigned is/are the sole owner of the following described Lot or Site in the Hunters Ridge Development.

~~Lot~~/Site # 39 ~~Block~~/Tract # D

2. That each of the undersigned has received a copy of the written document entitled "Assignment and Acceptance of Rights and Duties as the Successor Declarant under the Master Declaration of Covenants, Conditions and Restrictions for Hunters Ridge" which is dated the 8th day of April, 1991 (herein called the "Assignment").

3. That each of the undersigned hereby ratifies and approves the terms and provisions of said Assignment.

Dated the 19 day of April, 1991.

Virgil D. Brumbaugh
Signature

VIRGIL I. BRUMBAUGH
Printed Name

Alfred G. Brumbaugh
Signature

Alfred G. Brumbaugh
Printed Name

_____
Signature

_____
Printed Name

_____
Signature

_____
Printed Name

f1/0610956njg

OR2224 PG3681

RATIFICATION AND APPROVAL OF ASSIGNMENT AND ACCEPTANCE OF RIGHTS AND DUTIES AS THE SUCCESSOR DECLARANT UNDER THE MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HUNTERS RIDGE DATED APRIL 8, 1991

The undersigned Lot or Site owner hereby certifies and agrees as follows:

1. That the undersigned is/are the sole owner of the following described Lot or Site in the Hunters Ridge Development.

~~Lot~~/Site # 40 ~~Block~~/Tract # D

2. That each of the undersigned has received a copy of the written document entitled "Assignment and Acceptance of Rights and Duties as the Successor Declarant under the Master Declaration of Covenants, Conditions and Restrictions for Hunters Ridge" which is dated the 8th day of April, 1991 (herein called the "Assignment").

3. That each of the undersigned hereby ratifies and approves the terms and provisions of said Assignment.

Dated the 8 day of April, 1991.

Signature

Janet LeTourneau
Printed Name

Signature

Leo LeTourneau
Printed Name

Signature

Printed Name

Signature

Printed Name

OR2224 PG3682

f1/0610956njg

RATIFICATION AND APPROVAL OF ASSIGNMENT AND ACCEPTANCE OF RIGHTS AND DUTIES AS THE SUCCESSOR DECLARANT UNDER THE MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HUNTERS RIDGE DATED APRIL 8, 1991

The undersigned Lot or Site owner hereby certifies and agrees as follows:

1. That the undersigned is/are the sole owner of the following described Lot or Site in the Hunters Ridge Development.

Lot/Site # 41 Block/Tract # D

2. That each of the undersigned has received a copy of the written document entitled "Assignment and Acceptance of Rights and Duties as the Successor Declarant under the Master Declaration of Covenants, Conditions and Restrictions for Hunters Ridge" which is dated the 8th day of April, 1991 (herein called the "Assignment").

3. That each of the undersigned hereby ratifies and approves the terms and provisions of said Assignment.

Dated the 16 day of April, 1991.

Edith L Staller
Signature

Edith L Staller
Printed Name

Jim Staller
Signature

Jim Staller
Printed Name

Signature

Printed Name

Signature

Printed Name

OR2224 PG3683

f1/0610956njg

RATIFICATION AND APPROVAL OF ASSIGNMENT AND ACCEPTANCE OF RIGHTS AND DUTIES AS THE SUCCESSOR DECLARANT UNDER THE MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HUNTERS RIDGE DATED APRIL 8, 1991

The undersigned Lot or Site owner hereby certifies and agrees as follows:

1. That the undersigned is/are the sole owner of the following described Lot or Site in the Hunters Ridge Development.

~~Lot~~/Site # 42 ~~Block~~/Tract # D

2. That each of the undersigned has received a copy of the written document entitled "Assignment and Acceptance of Rights and Duties as the Successor Declarant under the Master Declaration of Covenants, Conditions and Restrictions for Hunters Ridge" which is dated the 8th day of April, 1991 (herein called the "Assignment").

3. That each of the undersigned hereby ratifies and approves the terms and provisions of said Assignment.

Dated the 8 day of April, 1991.

Robert Muller
Signature

Robert D. MULLER
Printed Name

Martha E Muller
Signature

Martha E Muller
Printed Name

Signature

Printed Name

Signature

Printed Name

OR2224 PG3684

f1/0610956njg

RATIFICATION AND APPROVAL OF ASSIGNMENT AND ACCEPTANCE OF RIGHTS AND DUTIES AS THE SUCCESSOR DECLARANT UNDER THE MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HUNTERS RIDGE DATED APRIL 8, 1991

The undersigned Lot or Site owner hereby certifies and agrees as follows:

1. That the undersigned is/are the sole owner of the following described Lot or Site in the Hunters Ridge Development.

Lot/Site # 43 Block/Tract # D

2. That each of the undersigned has received a copy of the written document entitled "Assignment and Acceptance of Rights and Duties as the Successor Declarant under the Master Declaration of Covenants, Conditions and Restrictions for Hunters Ridge" which is dated the 8th day of April, 1991 (herein called the "Assignment").

3. That each of the undersigned hereby ratifies and approves the terms and provisions of said Assignment.

Dated the 9th day of April, 1991.

Philip R Cochran
Signature

Philip R. Cochran
Printed Name

Doris B Cochran (Deceased)
Philip R Cochran, Rep.
Signature

Doris B Cochran
Printed Name

Signature

Printed Name

Signature

Printed Name

OR2224 PG3685

f1/0610956njg

RATIFICATION AND APPROVAL OF ASSIGNMENT AND ACCEPTANCE OF RIGHTS AND DUTIES AS THE SUCCESSOR DECLARANT UNDER THE MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HUNTERS RIDGE DATED APRIL 8, 1991

The undersigned Lot or Site owner hereby certifies and agrees as follows:

1. That the undersigned is/are the sole owner of the following described Lot or Site in the Hunters Ridge Development.

Lot/Site # 44 Block/Tract # D

2. That each of the undersigned has received a copy of the written document entitled "Assignment and Acceptance of Rights and Duties as the Successor Declarant under the Master Declaration of Covenants, Conditions and Restrictions for Hunters Ridge" which is dated the 8th day of April, 1991 (herein called the "Assignment").

3. That each of the undersigned hereby ratifies and approves the terms and provisions of said Assignment.

Dated the 12 day of April, 1991.

Larry A. Donlin
Signature

Larry A. Donlin
Printed Name

Rita M. Donlin
Signature

RITA M. DONLIN
Printed Name

Signature

Printed Name

Signature

Printed Name

OR2224 PG3686

f1/0610956njg

RATIFICATION AND APPROVAL OF ASSIGNMENT AND ACCEPTANCE OF RIGHTS AND DUTIES AS THE SUCCESSOR DECLARANT UNDER THE MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HUNTERS RIDGE DATED APRIL 8, 1991

The undersigned Lot or Site owner hereby certifies and agrees as follows:

1. That the undersigned is/are the sole owner of the following described Lot or Site in the Hunters Ridge Development.

Lot/Site # 45 Block/Tract # D

2. That each of the undersigned has received a copy of the written document entitled "Assignment and Acceptance of Rights and Duties as the Successor Declarant under the Master Declaration of Covenants, Conditions and Restrictions for Hunters Ridge" which is dated the 8th day of April, 1991 (herein called the "Assignment").

3. That each of the undersigned hereby ratifies and approves the terms and provisions of said Assignment.

Dated the 17 day of April, 1991.

George W. Lever
Signature

GEORGE W. LEVER
Printed Name

Alice R. Lever
Signature

Alice R. Lever
Printed Name

_____
Signature

_____
Printed Name

_____
Signature

_____
Printed Name

OR2224 PG3687

f1/0610956njg

RATIFICATION AND APPROVAL OF ASSIGNMENT AND ACCEPTANCE OF RIGHTS AND DUTIES AS THE SUCCESSOR DECLARANT UNDER THE MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HUNTERS RIDGE DATED APRIL 8, 1991

The undersigned Lot or Site owner hereby certifies and agrees as follows:

1. That the undersigned is/are the sole owner of the following described Lot or Site in the Hunters Ridge Development.

Lot/Site # 46 Block/Tract # D

2. That each of the undersigned has received a copy of the written document entitled "Assignment and Acceptance of Rights and Duties as the Successor Declarant under the Master Declaration of Covenants, Conditions and Restrictions for Hunters Ridge" which is dated the 8th day of April, 1991 (herein called the "Assignment").

3. That each of the undersigned hereby ratifies and approves the terms and provisions of said Assignment.

Dated the 13 day of APRIL, 1991.

William W. Myers
Signature

WILLIAM W. MYERS
Printed Name

Lorraine Lindow Myers
Signature

Lorraine Lindow Myers
Printed Name

Signature

Printed Name

Signature

Printed Name

OR2224 PG3688

f1/0610956njg

RATIFICATION AND APPROVAL OF ASSIGNMENT AND ACCEPTANCE OF RIGHTS AND DUTIES AS THE SUCCESSOR DECLARANT UNDER THE MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HUNTERS RIDGE DATED APRIL 8, 1991

The undersigned Lot or Site owner hereby certifies and agrees as follows:

1. That the undersigned is/are the sole owner of the following described Lot or Site in the Hunters Ridge Development.

Lot/Site # 47 Block/Tract # D

2. That each of the undersigned has received a copy of the written document entitled "Assignment and Acceptance of Rights and Duties as the Successor Declarant under the Master Declaration of Covenants, Conditions and Restrictions for Hunters Ridge" which is dated the 8th day of April, 1991 (herein called the "Assignment").

3. That each of the undersigned hereby ratifies and approves the terms and provisions of said Assignment.

Dated the ___ day of _____, 1991.

Signature

David M. Bremseth
Printed Name

Signature

Grace M. Kynoch
Printed Name

Signature

Robert L. Kynoch
Printed Name

Signature

Printed Name

OR2224 PG3689

f1/0610956njg

RATIFICATION AND APPROVAL OF ASSIGNMENT AND ACCEPTANCE OF RIGHTS AND DUTIES AS THE SUCCESSOR DECLARANT UNDER THE MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HUNTERS RIDGE DATED APRIL 8, 1991

The undersigned Lot or Site owner hereby certifies and agrees as follows:

1. That the undersigned is/are the sole owner of the following described Lot or Site in the Hunters Ridge Development.

Lot/Site # 48 Block/Tract # D

2. That each of the undersigned has received a copy of the written document entitled "Assignment and Acceptance of Rights and Duties as the Successor Declarant under the Master Declaration of Covenants, Conditions and Restrictions for Hunters Ridge" which is dated the 8th day of April, 1991 (herein called the "Assignment").

3. That each of the undersigned hereby ratifies and approves the terms and provisions of said Assignment.

Dated the 9TH day of April, 1991.

Gerald F. Huff
Signature

GERALD F. HUFF
Printed Name

Marguerite T. Huff
Signature

MARGUERITE T. HUFF
Printed Name

_____
Signature

_____
Printed Name

_____
Signature

_____
Printed Name

OR2224 PG3690

f1/0610956njg

RATIFICATION AND APPROVAL OF ASSIGNMENT AND ACCEPTANCE OF RIGHTS AND DUTIES AS THE SUCCESSOR DECLARANT UNDER THE MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HUNTERS RIDGE DATED APRIL 8, 1991

The undersigned Lot or Site owner hereby certifies and agrees as follows:

1. That the undersigned is/are the sole owner of the following described Lot or Site in the Hunters Ridge Development.

Lot/Site # 49 Block/Tract # D

2. That each of the undersigned has received a copy of the written document entitled "Assignment and Acceptance of Rights and Duties as the Successor Declarant under the Master Declaration of Covenants, Conditions and Restrictions for Hunters Ridge" which is dated the 8th day of April, 1991 (herein called the "Assignment").

3. That each of the undersigned hereby ratifies and approves the terms and provisions of said Assignment.

Dated the 15th day of APRIL, 1991.

Charles J. Zullig
Signature

CHARLES J. ZULLIG
Printed Name

Alice M. Zullig
Signature

ALICE M. ZULLIG
Printed Name

Signature

Printed Name

Signature

Printed Name

f1/0610956njg

OR2224 PG3691

RATIFICATION AND APPROVAL OF ASSIGNMENT AND ACCEPTANCE OF RIGHTS AND DUTIES AS THE SUCCESSOR DECLARANT UNDER THE MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HUNTERS RIDGE DATED APRIL 8, 1991

The undersigned Lot or Site owner hereby certifies and agrees as follows:

1. That the undersigned is/are the sole owner of the following described Lot or Site in the Hunters Ridge Development.

Lot/Site # 50 Block/Tract # D

2. That each of the undersigned has received a copy of the written document entitled "Assignment and Acceptance of Rights and Duties as the Successor Declarant under the Master Declaration of Covenants, Conditions and Restrictions for Hunters Ridge" which is dated the 8th day of April, 1991 (herein called the "Assignment").

3. That each of the undersigned hereby ratifies and approves the terms and provisions of said Assignment.

Dated the 12 day of April, 1991.

Edman N. Lee
Signature

Edman H. Lee
Printed Name

Barbara A. Lee
Signature

Barbara A. Lee
Printed Name

Signature

Printed Name

Signature

Printed Name

OR2224 PG3692

f1/0610956njg

RATIFICATION AND APPROVAL OF ASSIGNMENT AND ACCEPTANCE OF RIGHTS AND DUTIES AS THE SUCCESSOR DECLARANT UNDER THE MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HUNTERS RIDGE DATED APRIL 8, 1991

The undersigned Lot or Site owner hereby certifies and agrees as follows:

1. That the undersigned is/are the sole owner of the following described Lot or Site in the Hunters Ridge Development. 28791- WILD COFFEE Ct

Lot/Site # 51 Block/Tract # D

2. That each of the undersigned has received a copy of the written document entitled "Assignment and Acceptance of Rights and Duties as the Successor Declarant under the Master Declaration of Covenants, Conditions and Restrictions for Hunters Ridge" which is dated the 8th day of April, 1991 (herein called the "Assignment").

3. That each of the undersigned hereby ratifies and approves the terms and provisions of said Assignment.

Dated the 20th day of APRIL, 1991.

Arthur P. Floyd
Signature

ARTHUR P. FLOYD
Printed Name

Annette C. Floyd
Signature

Annette C. Floyd
Printed Name

Signature

Printed Name

Signature

Printed Name

OR2224 PG3693

fl/0610956njg

RATIFICATION AND APPROVAL OF ASSIGNMENT AND ACCEPTANCE OF RIGHTS AND DUTIES AS THE SUCCESSOR DECLARANT UNDER THE MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HUNTERS RIDGE DATED APRIL 8, 1991

The undersigned Lot or Site owner hereby certifies and agrees as follows:

1. That the undersigned is/are the sole owner of the following described Lot or Site in the Hunters Ridge Development.

Lot/Site # 20 Block/Tract # H

2. That each of the undersigned has received a copy of the written document entitled "Assignment and Acceptance of Rights and Duties as the Successor Declarant under the Master Declaration of Covenants, Conditions and Restrictions for Hunters Ridge" which is dated the 8th day of April, 1991 (herein called the "Assignment").

3. That each of the undersigned hereby ratifies and approves the terms and provisions of said Assignment.

Dated the 10th day of April, 1991.

Walter T. Woronick
Signature

WALTER T. WORONICK
Printed Name

Helen T. Woronick
Signature

HELEN T. WORONICK
Printed Name

Signature

Printed Name

Signature

Printed Name

f1/061095Gnjg

OR2224 PG3694

RATIFICATION AND APPROVAL OF ASSIGNMENT AND ACCEPTANCE OF RIGHTS AND DUTIES AS THE SUCCESSOR DECLARANT UNDER THE MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HUNTERS RIDGE DATED APRIL 8, 1991

The undersigned Lot or Site owner hereby certifies and agrees as follows:

1. That the undersigned ~~is~~/are the sole owners of the following described Lot or Site in the Hunters Ridge Development.

Lot/Site # 21 Block/Tract # H

2. That each of the undersigned has received a copy of the written document entitled "Assignment and Acceptance of Rights and Duties as the Successor Declarant under the Master Declaration of Covenants, Conditions and Restrictions for Hunters Ridge" which is dated the 8th day of April, 1991 (herein called the "Assignment").

3. That each of the undersigned hereby ratifies and approves the terms and provisions of said Assignment.

Dated the 12 day of April, 1991.

Richard H Wettach
Signature

RICHARD H. WETTACH
Printed Name

Elli A Wettach
Signature

ELLI A. WETTACH
Printed Name

Signature

Printed Name

Signature

Printed Name

f1/0610956njg

OR2224 PG3695

RATIFICATION AND APPROVAL OF ASSIGNMENT AND ACCEPTANCE OF RIGHTS AND DUTIES AS THE SUCCESSOR DECLARANT UNDER THE MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HUNTERS RIDGE DATED APRIL 8, 1991

The undersigned Lot or Site owner hereby certifies and agrees as follows:

1. That the undersigned is/are the sole owner of the following described Lot or Site in the Hunters Ridge Development.

Lot/Site # 22 Block/Tract # H

2. That each of the undersigned has received a copy of the written document entitled "Assignment and Acceptance of Rights and Duties as the Successor Declarant under the Master Declaration of Covenants, Conditions and Restrictions for Hunters Ridge" which is dated the 8th day of April, 1991 (herein called the "Assignment").

3. That each of the undersigned hereby ratifies and approves the terms and provisions of said Assignment.

Dated the 10TH day of APRIL, 1991.

L. Frank Barron
Signature

L. FRANK BARRON
Printed Name

Sherry L. Barron
Signature

SHERRY L. BARRON
Printed Name

Signature

Printed Name

Signature

Printed Name

OR2224 PG3696

f1/0610956njg

RATIFICATION AND APPROVAL OF ASSIGNMENT AND ACCEPTANCE OF RIGHTS AND DUTIES AS THE SUCCESSOR DECLARANT UNDER THE MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HUNTERS RIDGE DATED APRIL 8, 1991

The undersigned Lot or Site owner hereby certifies and agrees as follows:

1. That the undersigned is/are the sole owner of the following described Lot or Site in the Hunters Ridge Development.

Lot/Site # 23 Block/Tract # H

2. That each of the undersigned has received a copy of the written document entitled "Assignment and Acceptance of Rights and Duties as the Successor Declarant under the Master Declaration of Covenants, Conditions and Restrictions for Hunters Ridge" which is dated the 8th day of April, 1991 (herein called the "Assignment").

3. That each of the undersigned hereby ratifies and approves the terms and provisions of said Assignment.

Dated the 16 day of APRIL, 1991.

Daniel A. Ghareeb
Signature

DANIEL A. GHAREEB
Printed Name

Elizabeth A. Ghareeb
Signature

ELIZABETH A. GHAREEB
Printed Name

_____
Signature

_____
Printed Name

_____
Signature

_____
Printed Name

OR2224 PG3697

fl/0610956njg

RATIFICATION AND APPROVAL OF ASSIGNMENT AND ACCEPTANCE OF RIGHTS AND DUTIES AS THE SUCCESSOR DECLARANT UNDER THE MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HUNTERS RIDGE DATED APRIL 8, 1991

The undersigned Lot or Site owner hereby certifies and agrees as follows:

1. That the undersigned is/are the sole owner of the following described Lot or Site in the Hunters Ridge Development. 13835 MAIDEN CANE LN

~~Lot~~/Site # 5 ~~Block~~/Tract # K

2. That each of the undersigned has received a copy of the written document entitled "Assignment and Acceptance of Rights and Duties as the Successor Declarant under the Master Declaration of Covenants, Conditions and Restrictions for Hunters Ridge" which is dated the 8th day of April, 1991 (herein called the "Assignment").

3. That each of the undersigned hereby ratifies and approves the terms and provisions of said Assignment.

Dated the 9th day of April, 1991.

Signature

ANTONE R. CASE
Printed Name

Signature

SHEILA CASE
Printed Name

Signature

Printed Name

Signature

Printed Name

OR2224 PG3698

f1/0610956njg

RATIFICATION AND APPROVAL OF ASSIGNMENT AND ACCEPTANCE OF RIGHTS AND DUTIES AS THE SUCCESSOR DECLARANT UNDER THE MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HUNTERS RIDGE DATED APRIL 8, 1991

The undersigned Lot or Site owner hereby certifies and agrees as follows:

1. That the undersigned is/are the sole owner of the following described Lot or Site in the Hunters Ridge Development.

Lot/Site # 6 Block/Tract # K

2. That each of the undersigned has received a copy of the written document entitled "Assignment and Acceptance of Rights and Duties as the Successor Declarant under the Master Declaration of Covenants, Conditions and Restrictions for Hunters Ridge" which is dated the 8th day of April, 1991 (herein called the "Assignment").

3. That each of the undersigned hereby ratifies and approves the terms and provisions of said Assignment.

Dated the 8th day of April, 1991.

Eugene J. Kremmayer
Signature

Eugene J. Kremmayer
Printed Name

Theresa E. Kremmayer
Signature

Theresa E. Kremmayer
Printed Name

_____
Signature

_____
Printed Name

_____
Signature

_____
Printed Name

f1/0610956njg

OR2224 PG3699

RATIFICATION AND APPROVAL OF ASSIGNMENT AND ACCEPTANCE OF RIGHTS AND DUTIES AS THE SUCCESSOR DECLARANT UNDER THE MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HUNTERS RIDGE DATED APRIL 8, 1991

The undersigned Lot or Site owner hereby certifies and agrees as follows:

1. That the undersigned is/are the sole owner of the following described Lot or Site in the Hunters Ridge Development.

Lot/Site # 7 Block/Tract # K

2. That each of the undersigned has received a copy of the written document entitled "Assignment and Acceptance of Rights and Duties as the Successor Declarant under the Master Declaration of Covenants, Conditions and Restrictions for Hunters Ridge" which is dated the 8th day of April, 1991 (herein called the "Assignment").

3. That each of the undersigned hereby ratifies and approves the terms and provisions of said Assignment.

Dated the 9th day of April, 1991.

John MacD. Barb
Signature

John MacD. BARB, M.D.
Printed Name

Martha S. Barb
Signature

Martha S. Barb
Printed Name

Signature

Printed Name

Signature

Printed Name

OR2224 PG3700

f1/0610956njg

RATIFICATION AND APPROVAL OF ASSIGNMENT AND ACCEPTANCE OF RIGHTS AND DUTIES AS THE SUCCESSOR DECLARANT UNDER THE MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HUNTERS RIDGE DATED APRIL 8, 1991

The undersigned Lot or Site owner hereby certifies and agrees as follows:

1. That the undersigned is/are the sole owner of the following described Lot or Site in the Hunters Ridge Development.

12815 Maiden Cane Lane

Lot/Site # 9 Block/Tract # K

2. That each of the undersigned has received a copy of the written document entitled "Assignment and Acceptance of Rights and Duties as the Successor Declarant under the Master Declaration of Covenants, Conditions and Restrictions for Hunters Ridge" which is dated the 8th day of April, 1991 (herein called the "Assignment").

3. That each of the undersigned hereby ratifies and approves the terms and provisions of said Assignment.

Dated the 15 day of April, 1991.

L Fehrm
Signature

Larry Fehrm
Printed Name

Tracie Fehrm
Signature

Tracie Fehrm
Printed Name

Signature

Printed Name

Signature

Printed Name

OR2224 PG3701

f1/0610956njg

RATIFICATION AND APPROVAL OF ASSIGNMENT AND ACCEPTANCE OF RIGHTS AND DUTIES AS THE SUCCESSOR DECLARANT UNDER THE MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HUNTERS RIDGE DATED APRIL 8, 1991

The undersigned Lot or Site owner hereby certifies and agrees as follows:

1. That the undersigned is/are the sole owner of the following described Lot or Site in the Hunters Ridge Development.

Lot/Site # 11 Block/Tract # K

2. That each of the undersigned has received a copy of the written document entitled "Assignment and Acceptance of Rights and Duties as the Successor Declarant under the Master Declaration of Covenants, Conditions and Restrictions for Hunters Ridge" which is dated the 8th day of April, 1991 (herein called the "Assignment").

3. That each of the undersigned hereby ratifies and approves the terms and provisions of said Assignment.

Dated the 12th day of April, 1991.

Edward J. Cantillon Jr.
Signature

Edward J. Cantillon Jr.
Printed Name

Kathryn L. Cantillon
Signature

KATHRYN L. CANTILLON
Printed Name

_____
Signature

_____
Printed Name

_____
Signature

_____
Printed Name

OR2224 PG3702

f1/0610956njg

RATIFICATION AND APPROVAL OF ASSIGNMENT AND ACCEPTANCE OF RIGHTS AND DUTIES AS THE SUCCESSOR DECLARANT UNDER THE MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HUNTERS RIDGE DATED APRIL 8, 1991

The undersigned Lot or Site owner hereby certifies and agrees as follows:

1. That the undersigned is/are the sole owner of the following described Lot or Site in the Hunters Ridge Development.

(Lot)/Site # 16 Block/Tract # K

2. That each of the undersigned has received a copy of the written document entitled "Assignment and Acceptance of Rights and Duties as the Successor Declarant under the Master Declaration of Covenants, Conditions and Restrictions for Hunters Ridge" which is dated the 8th day of April, 1991 (herein called the "Assignment").

3. That each of the undersigned hereby ratifies and approves the terms and provisions of said Assignment.

Dated the 16 day of April, 1991.

Richard T Cascarano
Signature

RICHARD T CASCARANO
Printed Name

Linda K Cascarano
Signature

LINDA K CASCARANO
Printed Name

_____
Signature

_____
Printed Name

_____
Signature

_____
Printed Name

OR2224 PG3703

f1/0610956njg

RATIFICATION AND APPROVAL OF ASSIGNMENT AND ACCEPTANCE OF RIGHTS AND DUTIES AS THE SUCCESSOR DECLARANT UNDER THE MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HUNTERS RIDGE DATED APRIL 8, 1991

The undersigned Lot or Site owner hereby certifies and agrees as follows:

1. That the undersigned is/are the sole owner of the following described Lot or Site in the Hunters Ridge Development.

Lot/Site # 17 Block/Tract # K

2. That each of the undersigned has received a copy of the written document entitled "Assignment and Acceptance of Rights and Duties as the Successor Declarant under the Master Declaration of Covenants, Conditions and Restrictions for Hunters Ridge" which is dated the 8th day of April, 1991 (herein called the "Assignment").

3. That each of the undersigned hereby ratifies and approves the terms and provisions of said Assignment.

Dated the 12TH day of APRIL, 1991.

Signature

Richard L. Spalding
Printed Name

Signature

Janis L. Spalding
Printed Name

Signature

Larry L. Fountain
Printed Name

Signature

Jeanne A. Fountain
Printed Name

OR2224 PG3704

f1/0610956njg

RATIFICATION AND APPROVAL OF ASSIGNMENT AND ACCEPTANCE OF RIGHTS AND DUTIES AS THE SUCCESSOR DECLARANT UNDER THE MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HUNTERS RIDGE DATED APRIL 8, 1991

The undersigned Lot or Site owner hereby certifies and agrees as follows:

1. That the undersigned is/are the sole owner of the following described Lot or Site in the Hunters Ridge Development.

Lot/Site # 18 Block/Tract # K

2. That each of the undersigned has received a copy of the written document entitled "Assignment and Acceptance of Rights and Duties as the Successor Declarant under the Master Declaration of Covenants, Conditions and Restrictions for Hunters Ridge" which is dated the 8th day of April, 1991 (herein called the "Assignment").

3. That each of the undersigned hereby ratifies and approves the terms and provisions of said Assignment.

Dated the 10 day of April, 1991.

12791 Marden Cane Ln. Scott Diepenhorst

Signature

Scott Diepenhorst

Printed Name

_____

Signature

_____

Printed Name

_____

Signature

_____

Printed Name

_____

Signature

_____

Printed Name

f1/0610956njg

OR2224 PG3705

RATIFICATION AND APPROVAL OF ASSIGNMENT AND ACCEPTANCE OF RIGHTS AND DUTIES AS THE SUCCESSOR DECLARANT UNDER THE MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HUNTERS RIDGE DATED APRIL 8, 1991

The undersigned Lot or Site owner hereby certifies and agrees as follows:

1. That the undersigned is/are the sole owner of the following described Lot or Site in the Hunters Ridge Development.

Lot/Site # 19 Block/Tract # K

2. That each of the undersigned has received a copy of the written document entitled "Assignment and Acceptance of Rights and Duties as the Successor Declarant under the Master Declaration of Covenants, Conditions and Restrictions for Hunters Ridge" which is dated the 8th day of April, 1991 (herein called the "Assignment").

3. That each of the undersigned hereby ratifies and approves the terms and provisions of said Assignment.

Dated the 9th day of April, 1991.

Wilbur L. Steinhauser
Signature

Wilbur L. Steinhauser
Printed Name

Evelyn A. Steinhauser
Signature

Evelyn A. Steinhauser
Printed Name

_____
Signature

_____
Printed Name

_____
Signature

_____
Printed Name

OR2224 PG3706

f1/0610956njg

RATIFICATION AND APPROVAL OF ASSIGNMENT AND ACCEPTANCE OF RIGHTS AND DUTIES AS THE SUCCESSOR DECLARANT UNDER THE MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HUNTERS RIDGE DATED APRIL 8, 1991

The undersigned Lot or Site owner hereby certifies and agrees as follows:

1. That the undersigned is/are the sole owner of the following described Lot or Site in the Hunters Ridge Development.

Lot/Site # UNIT 20 Block/Tract # K

2. That each of the undersigned has received a copy of the written document entitled "Assignment and Acceptance of Rights and Duties as the Successor Declarant under the Master Declaration of Covenants, Conditions and Restrictions for Hunters Ridge" which is dated the 8th day of April, 1991 (herein called the "Assignment").

3. That each of the undersigned hereby ratifies and approves the terms and provisions of said Assignment.

Dated the 13 day of APRIL, 1991.

Tom Reilly
Signature

TOM REILLY
Printed Name

Martha Reilly
Signature

MARTHA REILLY
Printed Name

Signature

Printed Name

Signature

Printed Name

OR2224 PG3707

f1/0610956njg

RATIFICATION AND APPROVAL OF ASSIGNMENT AND ACCEPTANCE OF RIGHTS AND DUTIES AS THE SUCCESSOR DECLARANT UNDER THE MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HUNTERS RIDGE DATED APRIL 8, 1991

The undersigned Lot or Site owner hereby certifies and agrees as follows:

1. That the undersigned is/are the sole owner of the following described Lot or Site in the Hunters Ridge Development.

Lot/Site # 21 Block/Tract # K

2. That each of the undersigned has received a copy of the written document entitled "Assignment and Acceptance of Rights and Duties as the Successor Declarant under the Master Declaration of Covenants, Conditions and Restrictions for Hunters Ridge" which is dated the 8th day of April, 1991 (herein called the "Assignment").

3. That each of the undersigned hereby ratifies and approves the terms and provisions of said Assignment.

Dated the 16 day of April, 1991.

Signature

Philip Picard

Printed Name

Signature

Edith L. Picard

Printed Name

Signature

Stanley F. Abramson

Printed Name

Signature

Shirley F. Abramson

Printed Name

OR2224 PG3708

f1/0610956njg

RATIFICATION AND APPROVAL OF ASSIGNMENT AND ACCEPTANCE OF RIGHTS AND DUTIES AS THE SUCCESSOR DECLARANT UNDER THE MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HUNTERS RIDGE DATED APRIL 8, 1991

The undersigned Lot or Site owner hereby certifies and agrees as follows:

1. That the undersigned ~~is~~ are the sole owner of the following described Lot or Site in the Hunters Ridge Development.

Lot/Site # 23 Block/Tract # K

2. That each of the undersigned has received a copy of the written document entitled "Assignment and Acceptance of Rights and Duties as the Successor Declarant under the Master Declaration of Covenants, Conditions and Restrictions for Hunters Ridge" which is dated the 8th day of April, 1991 (herein called the "Assignment").

3. That each of the undersigned hereby ratifies and approves the terms and provisions of said Assignment.

Dated the 16th day of April, 1991.

Warren F. Pelton
Signature

WARREN F. PELTON
Printed Name

Patricia W. Pelton
Signature

PATRICIA W. PELTON
Printed Name

Signature

Printed Name

Signature

Printed Name

OR2224 PG3709

f1/0610956njg

RATIFICATION AND APPROVAL OF ASSIGNMENT AND ACCEPTANCE OF RIGHTS AND DUTIES AS THE SUCCESSOR DECLARANT UNDER THE MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HUNTERS RIDGE DATED APRIL 8, 1991

The undersigned Lot or Site owner hereby certifies and agrees as follows:

1. That the undersigned is/are the sole owner of the following described Lot or Site in the Hunters Ridge Development.

~~Lot/Site~~ VILLA #24 Block/Tract # K.

2. That each of the undersigned has received a copy of the written document entitled "Assignment and Acceptance of Rights and Duties as the Successor Declarant under the Master Declaration of Covenants, Conditions and Restrictions for Hunters Ridge" which is dated the 8th day of April, 1991 (herein called the "Assignment").

3. That each of the undersigned hereby ratifies and approves the terms and provisions of said Assignment.

Dated the 17TH day of APRIL, 1991.

(865459 ONTARIO LIMITED)
SITE OWNER

[redacted]

Signature

R. B. BAILEY
Printed Name

Signature

M. K. BAILEY
Printed Name

Signature

Printed Name

Signature

Printed Name

f1/0610956njg

OR2224 PG3710

RATIFICATION AND APPROVAL OF ASSIGNMENT AND ACCEPTANCE OF RIGHTS AND DUTIES AS THE SUCCESSOR DECLARANT UNDER THE MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HUNTERS RIDGE DATED APRIL 8, 1991

The undersigned Lot or Site owner hereby certifies and agrees as follows:

1. That the undersigned is/are the sole owner of the following described Lot or Site in the Hunters Ridge Development.

Lot/Site # 25 Block/Tract # K

2. That each of the undersigned has received a copy of the written document entitled "Assignment and Acceptance of Rights and Duties as the Successor Declarant under the Master Declaration of Covenants, Conditions and Restrictions for Hunters Ridge" which is dated the 8th day of April, 1991 (herein called the "Assignment").

3. That each of the undersigned hereby ratifies and approves the terms and provisions of said Assignment.

Dated the 9th day of April, 1991.

Milton B Oren
Signature

MILTON B OREN
Printed Name

Marion J. Topalian
Signature

MARION J. TOPALIAN
Printed Name

Signature

Printed Name

Signature

Printed Name

OR2224 PG3711

f1/0610956njg

RATIFICATION AND APPROVAL OF ASSIGNMENT AND ACCEPTANCE OF RIGHTS AND DUTIES AS THE SUCCESSOR DECLARANT UNDER THE MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HUNTERS RIDGE DATED APRIL 8, 1991

The undersigned Lot or Site owner hereby certifies and agrees as follows:

1. That the undersigned is/are the sole owner of the following described Lot or Site in the Hunters Ridge Development.

Lot/Site # 26 Block/Tract # K

2. That each of the undersigned has received a copy of the written document entitled "Assignment and Acceptance of Rights and Duties as the Successor Declarant under the Master Declaration of Covenants, Conditions and Restrictions for Hunters Ridge" which is dated the 8th day of April, 1991 (herein called the "Assignment").

3. That each of the undersigned hereby ratifies and approves the terms and provisions of said Assignment.

Dated the 11th day of April, 1991.

W. D. Heeley
Signature

W. D. Heeley
Printed Name

A. L. Heeley.
Signature

A. L. HEELEY
Printed Name

Signature

Printed Name

Signature

Printed Name

OR2224 PG3712

f1/0610956njg

RATIFICATION AND APPROVAL OF ASSIGNMENT AND ACCEPTANCE OF RIGHTS AND DUTIES AS THE SUCCESSOR DECLARANT UNDER THE MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HUNTERS RIDGE DATED APRIL 8, 1991

The undersigned Lot or Site owner hereby certifies and agrees as follows:

1. That the undersigned is/are the sole owner of the following described Lot or Site in the Hunters Ridge Development.

Lot/Site # 27 Block/Tract # K

2. That each of the undersigned has received a copy of the written document entitled "Assignment and Acceptance of Rights and Duties as the Successor Declarant under the Master Declaration of Covenants, Conditions and Restrictions for Hunters Ridge" which is dated the 8th day of April, 1991 (herein called the "Assignment").

3. That each of the undersigned hereby ratifies and approves the terms and provisions of said Assignment.

Dated the 9th day of April, 1991.

GIEG Investment Company

By: Steven D. Rowe general partner
Signature

Steven D. Rowe
Printed Name

OR 2224 PG 713

RATIFICATION AND APPROVAL OF ASSIGNMENT AND ACCEPTANCE OF RIGHTS AND DUTIES AS THE SUCCESSOR DECLARANT UNDER THE MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HUNTERS RIDGE DATED APRIL 8, 1991

The undersigned Lot or Site owner hereby certifies and agrees as follows:

1. That the undersigned is/are the sole owner of the following described Lot or Site in the Hunters Ridge Development.

Lot/Site # 28 Block/Tract # K

2. That each of the undersigned has received a copy of the written document entitled "Assignment and Acceptance of Rights and Duties as the Successor Declarant under the Master Declaration of Covenants, Conditions and Restrictions for Hunters Ridge" which is dated the 8th day of April, 1991 (herein called the "Assignment").

3. That each of the undersigned hereby ratifies and approves the terms and provisions of said Assignment.

Dated the 12th day of April, 1991.

Signature

Douglas A. Henrickson
Printed Name

Signature

Bonnie J. Henrickson
Printed Name

Signature

Printed Name

Signature

Printed Name

OR2224 PG3714

f1/0610956njg

RATIFICATION AND APPROVAL OF ASSIGNMENT AND ACCEPTANCE OF RIGHTS AND DUTIES AS THE SUCCESSOR DECLARANT UNDER THE MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HUNTERS RIDGE DATED APRIL 8, 1991

The undersigned Lot or Site owner hereby certifies and agrees as follows:

1. That the undersigned is/are the sole owner of the following described Lot or Site in the Hunters Ridge Development.

Lot/Site # 29 Block/Tract # K

2. That each of the undersigned has received a copy of the written document entitled "Assignment and Acceptance of Rights and Duties as the Successor Declarant under the Master Declaration of Covenants, Conditions and Restrictions for Hunters Ridge" which is dated the 8th day of April, 1991 (herein called the "Assignment").

3. That each of the undersigned hereby ratifies and approves the terms and provisions of said Assignment.

Dated the 17 day of APRIL, 1991.

Signature

WALTER G. CHAPMAN
Printed Name

Signature

BETTY JANE BREAKER
Printed Name

Signature

Printed Name

Signature

Printed Name

OR2224 PG3715

f1/0610956njg

RATIFICATION AND APPROVAL OF ASSIGNMENT AND ACCEPTANCE OF RIGHTS AND DUTIES AS THE SUCCESSOR DECLARANT UNDER THE MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HUNTERS RIDGE DATED APRIL 8, 1991

The undersigned Lot or Site owner hereby certifies and agrees as follows:

1. That the undersigned is/are the sole owner of the following described Lot or Site in the Hunters Ridge Development.

Lot/Site # 34 Block/Tract # K.

2. That each of the undersigned has received a copy of the written document entitled "Assignment and Acceptance of Rights and Duties as the Successor Declarant under the Master Declaration of Covenants, Conditions and Restrictions for Hunters Ridge" which is dated the 8th day of April, 1991 (herein called the "Assignment").

3. That each of the undersigned hereby ratifies and approves the terms and provisions of said Assignment.

Dated the 8th day of April, 1991.

D. E. Alsop
Signature

Don Alsop
Printed Name

Norma E. Alsop
Signature

Norma E. Alsop
Printed Name

_____
Signature

_____
Printed Name

_____
Signature

_____
Printed Name

OR2224 PG3716

f1/0610956njg

RATIFICATION AND APPROVAL OF ASSIGNMENT AND ACCEPTANCE OF RIGHTS AND DUTIES AS THE SUCCESSOR DECLARANT UNDER THE MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HUNTERS RIDGE DATED APRIL 8, 1991

The undersigned Lot or Site owner hereby certifies and agrees as follows:

1. That the undersigned is/are the sole owner of the following described Lot or Site in the Hunters Ridge Development.

Lot/Site # 36 Block/Tract # K

2. That each of the undersigned has received a copy of the written document entitled "Assignment and Acceptance of Rights and Duties as the Successor Declarant under the Master Declaration of Covenants, Conditions and Restrictions for Hunters Ridge" which is dated the 8th day of April, 1991 (herein called the "Assignment").

3. That each of the undersigned hereby ratifies and approves the terms and provisions of said Assignment.

Dated the 18 day of April, 1991.

Leroy McCully
Signature

LEROY McCULLY
Printed Name

Ruth McCully
Signature

RUTH McCULLY
Printed Name

Signature

Printed Name

Signature

Printed Name

OR2224 PG717

fl/0610956njg

RATIFICATION AND APPROVAL OF ASSIGNMENT AND ACCEPTANCE OF RIGHTS AND DUTIES AS THE SUCCESSOR DECLARANT UNDER THE MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HUNTERS RIDGE DATED APRIL 8, 1991

The undersigned Lot or Site owner hereby certifies and agrees as follows:

1. That the undersigned is/are the sole owner of the following described Lot or Site in the Hunters Ridge Development.

Lot/Site # 38 Block/Tract # K

2. That each of the undersigned has received a copy of the written document entitled "Assignment and Acceptance of Rights and Duties as the Successor Declarant under the Master Declaration of Covenants, Conditions and Restrictions for Hunters Ridge" which is dated the 8th day of April, 1991 (herein called the "Assignment").

3. That each of the undersigned hereby ratifies and approves the terms and provisions of said Assignment.

Dated the 10 day of April, 1991.

12737 Maiden Cane

Scott Diepenhorst
Signature

Scott DIEPENHORST
Printed Name

Signature

Printed Name

Signature

Printed Name

Signature

Printed Name

OR2224 PG3718

f1/0610956njg

RATIFICATION AND APPROVAL OF ASSIGNMENT AND ACCEPTANCE OF RIGHTS AND DUTIES AS THE SUCCESSOR DECLARANT UNDER THE MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HUNTERS RIDGE DATED APRIL 8, 1991

The undersigned Lot or Site owner hereby certifies and agrees as follows:

1. That the undersigned is/are the sole owner of the following described Lot or Site in the Hunters Ridge Development.

Lot/Site # 39 — VILLA — Block/Tract # K

2. That each of the undersigned has received a copy of the written document entitled "Assignment and Acceptance of Rights and Duties as the Successor Declarant under the Master Declaration of Covenants, Conditions and Restrictions for Hunters Ridge" which is dated the 8th day of April, 1991 (herein called the "Assignment").

3. That each of the undersigned hereby ratifies and approves the terms and provisions of said Assignment.

Dated the 15th day of APRIL, 1991.

John Fiore Jr.
Signature

JOHN FIORE JR
Printed Name

Elaine Fiore
Signature

ELAINE FIORE
Printed Name

Signature

Printed Name

Signature

Printed Name

OR2224 PG3719

f1/0610956njg

RATIFICATION AND APPROVAL OF ASSIGNMENT AND ACCEPTANCE OF RIGHTS AND DUTIES AS THE SUCCESSOR DECLARANT UNDER THE MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HUNTERS RIDGE DATED APRIL 8, 1991

The undersigned Lot or Site owner hereby certifies and agrees as follows:

1. That the undersigned is/are the sole owner of the following described Lot or Site in the Hunters Ridge Development.

Lot/Site #41 Block/Tract # K

2. That each of the undersigned has received a copy of the written document entitled "Assignment and Acceptance of Rights and Duties as the Successor Declarant under the Master Declaration of Covenants, Conditions and Restrictions for Hunters Ridge" which is dated the 8th day of April, 1991 (herein called the "Assignment").

3. That each of the undersigned hereby ratifies and approves the terms and provisions of said Assignment.

Dated the 15th day of April, 1991.

Carl F. Koenig
Signature

Carl F. Koenig
Printed Name

M. Louise Koenig
Signature

M. LOUISE KOENIG
Printed Name

_____
Signature

_____
Printed Name

_____
Signature

_____
Printed Name

OR2224 PG3720

f1/0610956njg

RATIFICATION AND APPROVAL OF ASSIGNMENT AND ACCEPTANCE OF RIGHTS AND DUTIES AS THE SUCCESSOR DECLARANT UNDER THE MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HUNTERS RIDGE DATED APRIL 8, 1991

The undersigned Lot owner hereby certifies and agrees as follows:

1. That the undersigned is/are the sole owner of the following described Lot in the Hunters Ridge Development.

Lot # 9	Block A
Lots 13 and 17	Block B
Lots 10 thru 12 and 15 thru 20	Block C
Lots 1 thru 21	Block D
Lots 1 thru 5 and 8 thru 22	Block F
Lots 1 thru 6	Block H

Total 59 Lots

2. That the undersigned has received a copy of the written document entitled "Assignment and Acceptance of Rights and Duties as the Successor Declarant under the Master Declaration of Covenants, Conditions and Restrictions for Hunters Ridge" which is dated the 8th day of April, 1991 (herein called the "Assignment").

3. That the undersigned hereby ratifies and approves the terms and provisions of said Assignment.

Dated the 8th day of April, 1991.

BEAU KASTLE DEVELOPERS, INC.

BY: _____ V.P.

OR2224 PG3721

f1/0011050njg

RATIFICATION AND APPROVAL OF ASSIGNMENT AND ACCEPTANCE OF RIGHTS AND DUTIES AS THE SUCCESSOR DECLARANT UNDER THE MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HUNTERS RIDGE DATED APRIL 8, 1991

The undersigned Site owner hereby certifies and agrees as follows:

1. That the undersigned is the sole owner of the following described Sites in the Hunters Ridge Development:

Site # 10	Tract C
Site # 1	Tract H
Site # 2	Tract H
Site # 3	Tract H
Site # 4	Tract H
Site # 10	Tract K
Site # 30	Tract K
Site # 31	Tract K
Site # 32	Tract K
Site # 33	Tract K
Site # 42	Tract K
Site # 43	Tract K
Site # 44	Tract K
Site # 45	Tract K

2. That the undersigned has received a copy of the written document entitled "Assignment and Acceptance of Rights and Duties under the Master Declaration for Hunters Ridge" which is dated the 8th day of April, 1991 (herein called the "Assignment").

3. That the undersigned hereby ratifies and approves the terms and provisions of said Assignment.

Dated the 29th day of April, 1991.

GLENDALE FEDERAL BANK, F.S.B.

BY: Glenn R. Hall

Title: VICE President

ATTEST: Dorothy M. Brown

Title: ASS't. Secretary

(Corporate Seal)

OR2224 PG3722

91 MAY 31 PM 3:59

CHARLIE GREEN LEE CTY FL

69.00

3121503

FIRST AMENDMENT TO MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HUNTERS RIDGE

OR2262 PG2992

THIS FIRST AMENDMENT (the "First Amendment") is made this 22nd day of November, 1991, by BBA DEVELOPMENT CORP., a Florida corporation (herein sometimes called the "Declarant") which has succeeded to the rights of the Declarant under the Master Declaration of Covenants, Conditions and Restrictions for Hunters Ridge (the "Master Declaration") as the same is recorded in Book OR 2003 at Page 4209 pursuant to the Assignment and Acceptance of Rights and Duties as the Successor Declarant under the Master Declaration of Covenants, Conditions and Restrictions for Hunters Ridge (the "Assignment") as the same is recorded in Book OR 2224 at Page 3605 and the Certificate of Title issued by the Clerk of Court of Lee County, Florida (the "Certificate") as the same is recorded in Book OR 2237 at Page 1589, all such documents being recorded in the Public Records of Lee County, Florida.

R E C I T A L S:

WHEREAS, BBA DEVELOPMENT CORP. is now the owner of the the parcel of land commonly known as the South Parcel of the Hunters Ridge Development, less and except however those Lots and Sites which have heretofore been conveyed to third parties by the Declarant's predecessor in title, as evidenced by the Certificate of Title recorded in Book OR 2237 at Page 1589 in the Public Records of Lee County, Florida;

AND WHEREAS, BBA DEVELOPMENT CORP. is also now the Declarant under the Master Declaration having succeeded to such rights,

RECORD VERIFIED - CHARLIE GREEN, CLERK
BY M.J. [illegible] D.C.

duties and obligations pursuant to the Assignment and the Certificate;

AND WHEREAS, BBA DEVELOPMENT CORP. is also the owner of the parcel of land commonly known as the North Parcel of the Hunters Ridge Development having acquired title to the same by the deed recorded in Book OR 2163 at Page 2469 in the Public Records of Lee County, Florida, said North Parcel being more particularly described as follows:

> That part of the South 1/2 of the North 1/2 of Section 6, Township 48 South, Range 26 East and that portion of the North 1/4 of the South 1/2 of Section 6, Township 48 South, Range 26 East all of Lee County, Florida, lying East of Interstate 75 (Florida State Road 93) as the same is shown on the State of Florida D.O.T. Right-of-Way maps of State Road No. 93, Section 12075-2401, Sheets 1 and 5; less the Right-of-Way of the 60.0 foot access Road No. 10 as the same is shown on the State of Florida D.O.T. maps of State Road No. 93, Section 12075-2401, Sheets 1 and 5.

AND WHEREAS, BBA DEVELOPMENT CORP. now desires to submit the North Parcel of the Hunters Ridge Development as the same is described herein and any remaining portions of the South Parcel which have not heretofore been submitted to the provisions of the Master Declaration, exclusive, however, of the property and easements heretofore conveyed to Hunter's Ridge Utility Co. of Lee County (herein called the "Sewer Treatment Facility") to the provisions of the Master Declaration as herein amended in order to unify the Hunters Ridge Development into a single development consisting of all of the property commonly known as the South and North Parcels of the Hunters Ridge Development, excluding, however, the Sewer Treatment Facility;

OR2262 PG2993

NOW, THEREFORE, BBA DEVELOPMENT CORP. hereby declares that all Lots, Sites or other residential dwelling units (which for purposes of this First Amendment and the Master Declaration shall be deemed to include condominium units and other types of single family residential dwelling units included within a building or other structure designed for multiple residential dwelling units) which are now located or which are to be hereafter located within the properties described as the South and North Parcels of the Hunters Ridge Development, excluding, however, the Sewer Treatment Facility (herein called the "Hunters Ridge Development") shall be sold, held, owned and conveyed subject to the provisions of the Master Declaration as herein amended. This First Amendment is made pursuant to the authority of the Declarant to amend the aforesaid Master Declaration as set forth in Section 10.06 of Article X of the Master Declaration and the agreements set forth in the Assignment. The intent and purpose of this First Amendment is to clarify the rights and duties of the Declarant and the rights and duties of the Association and its members, to unify the North and South Parcels as a single development, and to reduce the number of Charter and Golf memberships that may be issued to a maximum of 550 in number without affecting the rights and duties of the existing members.

To accomplish this objective, the Declarant hereby revokes Article IX of the Master Declaration in its entirety and substitutes the following new Article IX in place thereof. The Declarant hereby submits all present and future Lots, Sites or

OR2262 PG2994

other residential dwelling units that may now or may hereafter be constructed within the Hunters Ridge Development to the terms, provisions and conditions of the Master Declaration as herein amended.

ARTICLE IX
GOLF COURSE AND CLUBHOUSE

9.01 The Declarant is the owner of the eighteen (18) hole golf course, driving range, practice putting green, cart storage building, maintenance building, clubhouse, swimming pool, tennis courts, and other attendant facilities (herein called the "Country Club Facility") which is located on both the South and North Parcels of the Hunters Ridge Development, the location and property lines to be substantially as shown on the Master Concept Plan filed with the Lee County authorities, but the exact location of the property lines of the Country Club Facility and any easements that are necessary for the beneficial use and enjoyment thereof shall be determined by the Declarant in its sole discretion.

9.02 The Declarant shall operate and maintain the Country Club Facility at such times and in such manner as it deems appropriate until such time as the Declarant conveys the Country Club Facility to the Association as herein provided in accordance with subparagraph 9.03. This right to operate the Country Club Facility shall include the right to allow non member use of the Country Club Facility upon terms and conditions that are acceptable to the Declarant until such time as there are 550 active Golf Memberships issued, at which time the Declarant's right to allow non member use of the Country Club Facility shall terminate; provided, however, any interim Golf Memberships issued by the Declarant prior to issuing 550 active Golf Memberships shall continue until their expiration date at which time they shall terminate. Interim Golf Memberships issued by the Declarant shall not exceed 12 months in term. The right to operate and maintain the Country Club Facility may also be delegated or assigned to a third party by the Declarant, or any successor or assignee of the Declarant who shall become a successor Declarant, until such time as the Declarant, or such successor Declarant, becomes obligated to convey the Country Club Facility to the Association as herein provided. For purposes of this Article IX, the term "active Golf Memberships" shall include Charter Members that have elected to be Golf Members as well as regular Golf Memberships.

9.03 The Declarant shall not be required to convey the legal or equitable title and ownership of the Country Club Facility to

the Association until such time as the Declarant, or any successor or assignee who becomes a successor Declarant, shall no longer own any property located within the North and South Parcels of the Hunters Ridge Development which is suitable for development into Lots, Sites or other residential dwellings units. The Declarant, or any successor Declarant, may convey, and the Association shall accept, title to the Country Club Facility free of any cost to the Association at any time prior to the conveyance of the last Site, Lot or other residential dwelling unit owned by the Declarant, or any successor Declarant, at the Declarant's, or such successor Declarant's, sole option. The conveyance of the Country Club Facility to the Association shall be by quitclaim deed which shall convey all of the Declarant's right, title and interest in the Country Club Facility free and clear of any financial liens or other financial encumbrances. The Declarant shall not be required to provide any title insurance coverage, abstract of title or survey with respect to the Country Club Facility, and any such title insurance coverage, abstract of title or survey requested by the Association shall be at the sole cost and expense of the Association.

9.04 Membership in the Association shall be mandatory and shall require the member to maintain either a Charter Membership, a Golf Membership or a Social Membership in the Country Club Facility. Charter Memberships shall be issued to all existing third parties who own Lots or Sites in the Hunters Ridge Development as of the date of this First Amendment without the payment of any initiation fee. No further Charter Memberships shall be issued, but all such Charter Memberships may be transferred to the purchaser of the Lot or Site to which it applies as hereinafter provided. All future memberships shall be either Golf Memberships or Social Memberships and shall be issued to each owner of a Lot, Site or other residential dwelling unit upon the closing of the purchase of a Lot, Site or other residential dwelling unit and upon the payment of the initiation fee from time to time established by the Declarant for such membership, unless otherwise waived by the Declarant, a successor Declarant, or the Association after the Country Club Facility has been conveyed to the Association, as the case may be.

9.05 The total number of memberships shall not exceed a total of 800 or the total number of Lots, Sites and other residential dwelling units constructed within the Hunters Ridge Development, whichever is less. Charter and Golf memberships shall not exceed an aggregate of 550 in number. Owners of Lots, Sites or residential dwelling units who do not maintain a Charter or Golf Membership shall maintain a Social Membership, unless otherwise waived by the Declarant, a successor Declarant, or the Association after the Country Club Facility has been conveyed to the Association as herein provided. The Declarant, or any successor or assignee of the Declarant, shall have the right, but shall not be obligated, to sell interim annual, seasonal or other

OR2262 PG2996

temporary types of memberships to non members of the Association until such time as a total of 550 active Golf memberships have been issued to members of the Association, whereupon no further interim annual or other temporary memberships shall be issued in the Country Club Facility to such non members of the Association.

9.06 The appropriate Membership Certificate shall be issued to each owner of a Lot, Site or other residential dwelling unit in a form which is substantially in the format of the Certificates which are attached hereto and the owners of each Lot, Site or other residential dwelling unit shall designate the individual in whose name the membership shall be issued. Until such time as the owner designates the member as herein required and files a copy of the Membership Certificate with the Association which designates the individual who is to be the member, such member or the person or persons authorized to use the Country Club Facility through such member shall not be authorized to use the Country Club Facility without the prior consent of the Declarant. There shall be a ninety (90) day grace period from the date of the filing of the First Amendment within which all current owners must file a copy of the Charter Membership Certificate with the Association which shall designate the individual who is to be the Charter Member.

9.07 Upon the transfer and conveyance of a Lot, Site or other residential dwelling unit to a third party, the member selling said Lot, Site or other residential dwelling unit shall surrender his or her membership Certificate to the Association and a new Certificate shall be issued to the new owner of the Lot, Site or other residential dwelling unit who shall thereupon designate on such Certificate the individual who shall be the member and shall cause a copy of such new membership Certificate to be filed with the Association.

9.08 Membership and the right to use the Country Club Facilities associated with such membership for purposes of this Article IX shall mean the person designated on the membership Certificate as the member, his or her spouse, or one other adult person who is unmarried and has the same permanent address as that of the member under whom he or she is claiming if the member is also unmarried, and all children of such member who are under the age of twenty one (21) years and whose permanent address is the same as that of the member under whom they are claiming membership. Membership shall not include two or more families or individuals (except as herein otherwise provided) owning or occupying a Lot, Site or residential dwelling unit within the Hunters Ridge Development by way of joint ownership of such property and in such instance the joint owners must designate the individual who is to be the member in the Country Club Facility. Likewise, a Lot, Site or residential dwelling unit owned by a corporation or other entity shall also designate in writing to the Declarant, or to the Association if the Country Club Facility has

OR2262 PG2991

been conveyed to the Association, one individual who shall be designated as the member of the Country Club Facility.

9.09 The memberships herein provided shall be appurtenant to and run with the title of the Lot, Site or other residential dwelling unit which entitled the owner thereof to membership in the Country Club Facility. The type of membership which was elected and maintained by such owner shall automatically transfer to the purchaser of such Lot, Site or other residential unit. Charter or Golf memberships may be surrendered to the Declarant, or to the Association after the Country Club Facility has been conveyed to the Association, and a Social Membership shall thereafter be issued to the member in lieu thereof upon terms and conditions from time to time adopted by the Declarant, or by the Association after the Country Club Facility has been conveyed to the Association. In the event a Golf Membership is surrendered to the Association, the member may not thereafter elect to change back to a Golf Membership except upon such terms and conditions as are then in effect and as established by the Declarant, or by the Association after the Country Club Facility has been conveyed to the Association. If a member surrenders a Golf Membership so that the number of existing Golf and Charter Memberships is less than 550, members of the Association who are Social Members may elect to become Golf Members in accordance with the rules, procedures and priorities among such Social Members, and upon the payment of such initiation fee as may be established by the Declarant or by the Association after the Country Club Facility has been conveyed to the Association.

9.10 In the event a member fails to pay the required annual dues levied by the Declarant, or by the Association after the Country Club Facility has been conveyed to the Association, within sixty (60) days of the due date of such dues, the Declarant, or the Association after the Country Club Facility has been conveyed to the Association, shall have the right and option of terminating the membership of such delinquent member. The Declarant, or the Association, as the case may be, shall not be obligated to exercise this right and option and the failure to exercise this right and option shall in no way eliminate or alter the liability of the delinquent member from the payment of any dues, penalties or interest that may be due and payable with respect to such membership. In the event the Declarant, or the Association after the Country Club Facility has been conveyed to the Association, as the case may be, elects to terminate a Charter or a Golf Membership, the terminated Charter or Golf Member shall thereafter become a Social Member with all of the rights, duties and privileges associated therewith.

9.11 A Charter Member may elect to be either a Golf Member or a Social Member and may change the type of membership from year to year by paying the annual dues associated with the type of membership desired. In the event a Charter Member elects to be a

OR 2262 PG 2998

Social Member, such membership shall not be counted as an active Golf Membership for purposes of this Article IX. The election between being a Golf Member or a Social Member must be made on a annual basis and cannot be changed during any calendar year once an election has been made for such year without the consent of the Declarant or the Association after the Country Club Facility has been conveyed to the Association. A Charter Member who elects to be a Golf Member shall have all of the rights and privileges herein given to a Golf Member so long as he or she maintains a Golf Membership. After the Country Club Facility has been conveyed to the Association, a Charter Member, even if such Charter Member elects to be a Social Member during any particular calendar year or years, shall be entitled to vote on all issues brought before the Association which require a vote of the membership and such Charter Membership shall entitle the Charter Member to a 1/550ths ownership interest in the assets owned by the Association.

9.12 A Golf Membership shall entitle the persons as herein stated to the use of all of the Country Club Facilities, including, without limitation, the golf course, driving range, practice putting green and other related golf course facilities upon payment of the annual dues without further charge for green fees or practice range balls. A Golf Membership shall entitle the persons as stated herein to the use of a privately owned golf cart by paying the required trail fee from time to time established by the Declarant or the Association after the Country Club Facility has been conveyed to the Association so long as the privately owned golf cart meets the criteria of the Declarant or the Association after the Country Club Facility has been conveyed to the Association as to appearance. When not in use, a privately owned golf cart must be stored in a garage where it is not visible from the street or the golf course. Any violation of this provision may allow the Declarant, or the Association after the Country Club Facility has been conveyed to the Association, to suspend the member's use of such privately owned golf cart until such time as the member has taken action satisfactory to the Declarant or the Association, as the case may be, to correct such violation. A Golf Membership does not include the cost of renting a golf cart owned or provided by the Declarant or the Association. A Golf Membership shall entitle the member to priority on tee times in accordance with rules established from time to time by the Declarant or by the Association after the Country Club Facility has been conveyed to the Association. After the Country Club Facility has been conveyed to the Association, a Golf Member shall be entitled to vote on all issues brought before the Association which require a vote of the membership and such Golf Membership shall entitle the Golf Member to a 1/550ths ownership interest in the assets owned by the Association.

9.13 A Social Membership shall entitle the persons as herein stated to the use of the clubhouse, tennis courts and swimming

OR2262 PG2999

pool, but shall specifically exclude the use of the golf course, driving range, practice putting green and other golf course related facilities. A person holding a Social Membership may be entitled to use the golf course facilities upon such terms and at such times and upon payment of such fees as from time to time may be established by the Declarant, or by the Association after the Country Club Facility has been conveyed to the Association, but this right to allow the use of the golf course facilities by a Social Member shall not be allowed or permitted without the consent of the Charter and Golf Members so long as there are 550 active Golf Memberships paying annual dues A Social Member shall only be entitled to vote on issues relating to the maintenance of the common areas, the establishment of the annual dues and special assessments relating to the maintenance of the common areas, and the operation of the dining room facility, tennis courts and swimming pool. A Social Member shall have no ownership interest in the assets owned by the Association.

9.14 There are currently 147 existing third party owners of Lots or Sites in the Hunters Ridge Development that will be entitled to Charter Memberships. It is the intent of the Declarant to issue 403 Golf Memberships which will result in 550 memberships that have equity ownership in the assets owned by the Association. These assets will include the Country Club Facility once it is conveyed to the Association as herein provided. If a Charter or Golf Membership is surrendered to the Declarant or to the Association as provided herein, then an additional Golf Membership may be issued in its place in order to maintain a total of 550 equity memberships. At any time there does not exist 550 active Golf Memberships, the Declarant or the Association after the Country Club Facility has been conveyed to the Association may issue interim annual or other temporary Golf Memberships in a number equal to the difference between 550 and the number of active Golf Memberships so that the Country Club Facility may maintain a level of 550 active Golf Memberships even if one or more Charter Members elect to become Social Members during any calendar year after a total of 550 Charter and Golf Memberships have been issued. After the Country Club Facility has been conveyed to the Association, the Association may elect not to issue a new Golf Membership upon the surrender of a Charter or Golf Membership to the Association, in which event the percentage ownership interest in the assets owned by the Association of the then existing equity members shall be increased proportionately until such time as there are again 550 equity memberships issued.

9.15 Without limiting the powers of the Declarant, or a successor or assignee of the Declarant that becomes a successor Declarant, and of the Association after the Country Club Facility has been conveyed to the Association, the Declarant, a successor Declarant, or the Association, as the case may be, shall have the following powers in addition to those otherwise enumerated herein:

OR2262 PG3000

A. To promulgate reasonable rules and regulations governing the use of the Country Club Facility.

B. To charge and collect a reasonable greens fee for non member play on the golf course and use of the Country Club Facility during any time that there are less than 550 active Golf Memberships.

C. To allow public use of the golf course and Country Club Facility and to issue interim annual or other temporary Golf and/or Social memberships to non members of the Association during any time that there are less than 550 active Golf Memberships.

9.16 Notwithstanding any other provisions of the Master Declaration as amended hereby to the contrary, the Declarant and the Association after the Country Club Facility has been conveyed to the Association reserves the absolute right to deny the use rights in the Country Club Facility to members as a result of the nonpayment of dues, whether Charter, Golf or Social Members, and such denial of use shall in no way affect the duty and obligation of such members to pay the required dues, plus any interest, penalties or other costs of collection, including reasonable attorney fees, that may be associated therewith. The Declarant, any successor Declarant, or the Association after the Country Club Facility has been conveyed to the Association, may waive the requirement that a member of the Association maintain a membership in the Country Club Facility; provided, however, such waivers shall be issued solely in the discretion of the Declarant, a successor Declarant, or by the Association after the Country Club Facility has been conveyed to the Association, as the case may be, and shall be limited to cases in which maintaining a membership in the Country Club Facility would create a substantial hardship on the owner of the Lot, Site or other residential dwelling unit. A member must in all events maintain membership in the Association and pay the dues and assessments associated with the common area maintenance of the Hunter's Ridge Development.

9.17 Easements to permit the doing of every act necessary, proper and convenient to the playing of golf on the golf course adjacent to the Lots, Sites or other residential dwelling units which are subject to the Master Declaration are hereby granted and established. These acts shall include, but are not limited to, the recovery of golf balls from any area of such Lots, Sites or other residential dwelling units, the flights of golf balls over and upon such Lots, Sites, or other residential dwelling units, the use of necessary and usual equipment upon such golf course (and golf course easements as set forth herein), the usual and common noise level created by the playing of the game of golf, together with all of the other common and usual activities associated with the operation of a golf course. For any Lot, Site or other residential dwelling unit which shall abut a pond or lake

OR2262 PG3001

in the Hunter's Ridge Development and which as a result thereof, shall not have direct access to the golf course, there is created hereby a walkway easement over and across any Lot, Site or other area upon which a residential dwelling unit is located which shall constitute the nearest and most practicable route to the golf course for said owner. In the event of disputes among owners regarding the location of any such walkway easement, the Declarant or the Association after the Country Club Facility has been conveyed to the Association shall establish the location of said walkway, which decision shall be binding upon all Lot, Site or other residential dwelling unit owners involved.

9.18 The Declarant hereby reserves the right and authority, until such time as the Declarant conveys the Country Club Facility to the Association, to use the Country Club Facility, including the golf course facilities, for promotions and other events to promote the Hunter's Ridge Development and to assist in the overall marketing effort of the Hunter's Ridge Development.

9.19 All purchasers of Lots, Sites or other residential dwellings units in the Hunter's Ridge Development hereby consent to the irrigation of the golf course located within the Hunter's Ridge Development with treated effluent, provided said effluent is eminated from an approved treatment plant with a current operating permit from the State of Florida, Department of Environmental Regulation.

9.20 The voting rights and procedures which are set forth in the Bylaws of the Association which are attached to the Master Declaration and recorded in the Public Records of Lee County, Florida, are hereby amended to the extent necessary to allow and implement the distinction of voting rights herein established between the Charter and Golf Members and the Social Members and the Charter and Golf Members are hereby expressly authorized to call meetings which relate solely to the operation and maintenance of the golf course without notice to the Social Members and the Social Members shall not be included in establishing whether or not a quorum is present for such meeting.

IN WITNESS WHEREOF, the undersigned Declarant has caused this instrument to be executed in its corporate name as of the day and year first above written.

WITNESSES:

Norma S. Wygand

Jean C. Chester

BBA DEVELOPMENT CORP.

BY: William R. Perdue Jr.
Gary R. Perdue, Sr.
Vice President

(Corporate Seal)

OR 2262 PG3002

STATE OF North Carolina
COUNTY OF Craven

I hereby certify that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, personally appeared Gary R. Perdue, Sr. as the Vice President of BBA Development Corp. and he acknowledged before me that he executed the foregoing instrument on behalf of said corporation, with full authority to do so.

WITNESS my hand and official stamp or seal this 22nd day of November, 1991.

Sandra M Merchant
Notary Public

My Commission Expires:
11-5-94

SANDRA M. MERCHANT NOTARY PUBLIC CRAVEN COUNTY, N.C.

THIS INSTRUMENT WAS PREPARED BY:
Gary R. Perdue, Sr., Vice President
BBA Development Corp.
12500 Hunters Ridge Drive
Bonita Springs, FL 33923
1 (818) 992-6061

OR2262 PG3003

CHARTER MEMBERSHIP
IN
HUNTERS RIDGE COMMUNITY ASSOCIATION, INC.

This Certificates represents a Charter Membership in the Hunters Ridge Community Association, Inc. (herein called the "Association") which shall be appurtenant to, and shall run with the title of, the Lot or Site designated herein and the following individual is hereby designated as the Member for all purposes stated in the Master Declaration of Covenants, Conditions and Restrictions for Hunters Ridge, as amended (herein called the "Master Declaration").

_____
Name of Member

This Charter Membership shall be appurtenant to the following Lot or Site in the Hunters Ridge Development, to wit:

Lot No. _____ in Block _____
or
Site No. _____ in Tract _____

The Charter Member may elect to maintain either a Golf or a Social Membership by paying the required annual dues associated with such membership as from time to time established. The Charter Member shall have the voting rights as provided in the Master Declaration, as amended, and the Bylaws of the Association on all issues brought before the Association. The Charter Members and the Golf Members as a group shall not exceed a total of 550 in number and each Charter and Golf Membership shall represent a 1/550ths ownership in the assets of the Association, unless said interest is proportionately increased by the Association reducing the number of equity memberships as provided in the Master Declaration, as amended.

Issued this _____ day of _____, 19___.

ACCEPTED BY:

OWNER:

_____(SEAL)

_____(SEAL)

ISSUED BY:

BBA DEVELOPMENT CORP.

BY:_____

Title: _____ President

(Corporate Seal)

OR2262 PG3004

GOLF MEMBERSHIP
IN
HUNTERS RIDGE COMMUNITY ASSOCIATION, INC.

This Certificates represents a Golf Membership in the Hunters Ridge Community Association, Inc. (herein called the "Association") which shall be appurtenant to, and shall run with the title of, the Lot, Site or other residential dwelling unit designated herein and the following individual is hereby designated as the Member for all purposes stated in the Master Declaration of Covenants, Conditions and Restrictions for Hunters Ridge, as amended (herein called the "Master Declaration").

_____
Name of Member

This Golf Membership shall be appurtenant to the following Lot, Site or other residential dwelling unit in the Hunters Ridge Development, to wit:

Lot No. _____ in Block _____
or
Site No. _____ in Tract _____
or
Unit No. _____ in _____

The Golf Member shall be required to pay the annual dues associated with such membership as from time to time established. The Golf Member shall have the voting rights as provided in the Master Declaration, as amended, and the Bylaws of the Association on all issues brought before the Association. The Golf Members and the Charter Members as a group shall not exceed a total of 550 in number and each Golf and Charter Membership shall represent a 1/550ths ownership in the assets of the Association, unless said interest is proporationately increased by the Association reducing the number of equity memberships as provided in the Master Declaration, as amended.

Issued this _____ day of _____, 19_____.

ACCEPTED BY:

OWNER:

_____(SEAL)

_____(SEAL)

ISSUED BY:

BBA DEVELOPMENT CORP.

BY:_____

Title: _____ President

(Corporate Seal)

OR2262 PG3005

CHARLIE GREEN CLK CT FL
91 DEC -5 AM 10:02

OR2262 PG3006

SOCIAL MEMBERSHIP
IN
HUNTERS RIDGE COMMUNITY ASSOCIATION, INC.

This Certificates represents a Social Membership in the Hunters Ridge Community Association, Inc. (herein called the "Association") which shall be appurtenant to, and shall run with the title of, the Lot, Site or other residential dwelling unit designated herein and the following individual is hereby designated as the Member for all purposes stated in the Master Declaration of Covenants, Conditions and Restrictions for Hunters Ridge, as amended (herein called the "Master Declaration").

_____
Name of Member

This Social Membership shall be appurtenant to the following Lot, Site or other residential dwelling unit in the Hunters Ridge Development, to wit:

Lot No. _____ in Block _____
or
Site No. _____ in Tract _____
or
Unit No. _____ in _____

The Social Member shall be required to pay the annual dues associated with such membership as from time to time established. The Social Member shall only have voting rights as provided in the Master Declaration, as amended, on issues that relate to common area maintainance, the establishment of the dues and assessments for the common area maintenance and the operation of the Clubhouse dining room, tennis courts and swimming pool, but shall not have any voting rights with respect to matters relating to the operation or maintenance of the golf course and related golf course facilities. Furthermore, the Social Member shall not have any ownership interest or other rights in the assets owned by the Association.

Issued this _____ day of _____, 19_____.

ACCEPTED BY:

OWNER:

_____(SEAL)

_____(SEAL)

ISSUED BY:

BBA DEVELOPMENT CORP.

BY:_____

Title: _____ President

(Corporate Seal)

INSTR # 5308857 OR BK 3540 PG 2998 RECD 12/14/01 02:38 PM
CHARLIE GREEN, CLERK OF COURT, LEE COUNTY
DEPUTY CLERK L Parent

SECOND AMENDMENT TO MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESRICTIONS FOR HUNTERS RIDGE

THIS SECOND AMENDMENT (the "Second Amendment") is made this 14th day of December, 2001, by BBA DEVELOPMENT CORPORATION, a Florida corporation (herein sometimes called the "Declarant") which has succeeded to the rights of the Declarant under the Master Declaration of Covenants, Conditions and Restrictions for Hunters Ridge (the "Master Declaration") as the same is recorded in Book OR 2003 at Page 4209 pursuant to the Assignment and Acceptance of Rights and Duties as the Successor Declarant under the Master Declaration of Covenants, Conditions and Restrictions for Hunters Ridge (the "Assignment") as the same is recorded in Book OR 2224 at Page 3605 and the Certificate of Title issued by the Clerk of Court of Lee County, Florida (the "Certificate") as the same is recorded in Book OR 2237 at Page 1589, all such documents being recorded in the Public Records of Lee County, Florida.

R E C I T A L S:

WHEREAS, BBA DEVELOPMENT CORPORATION is the Declarant under the Master Declaration having succeeded to such rights, duties and obligations pursuant to the Assignment and the Certificate;

AND WHEREAS, BBA DEVELOPMENT CORPORATION now desires to eliminate the formation of Neighborhoods within the Hunters Ridge Development, the requirement of recording supplemental declarations for each Neighborhood to be formed, and any related matters pertaining to Neighborhoods (i.e. "Neighborhood",

"Neighborhood Assessments", "Neighborhood Committee", "Neighborhood Association", "Neighborhood Common Areas", "Voting Representative");

NOW, THEREFORE, BBA DEVELOPMENT CORPORATION hereby declares that all Lots, Sites or other residential dwelling units (which for purposes of this Second Amendment and the First Amendment and the Master Declaration shall be deemed to include condominium units and other types of single family residential dwelling units included within a building or other structure designed for multiple residential dwelling units) which are now located or which are to be hereafter located within the properties of the Hunters Ridge Development, excluding, however, the Sewer Treatment Facility (herein called the "Hunters Ridge Development") shall be sold, held, owned and conveyed subject to the provisions of the Master Declaration as herein amended. This Second Amendment is made pursuant to the authority of the Declarant to amend the aforesaid Master Declaration as set forth in Section 10.06 of Article X of the Master Declaration and the agreements set forth in the Assignment. The intent and purpose of this Second Amendment is to eliminate Neighborhood Associations, Supplemental Declarations for Neighborhood Associations, and all matters pertaining to Neighborhood Associations; and have the Community Association manage every Lot, Site or other residential dwelling units, as defined above, in the Hunters Ridge development, excluding, however, the Sewer Treatment Facility.

To accomplish this objective, the Declarant hereby revokes Article I, Sections 1.08, 1.09, 1.10 and 1.14 in its entirety; Article III, Sections 3.03 and 3.04 in its entirety; Article IV, Sections 4.02(A)(4) and 4.04 in its entirety; and also revokes in part Article I, Section 1.03 pertaining to "Neighborhood Common Areas"; Article III, Section 3.02 pertaining to "Voting Representative" and 3.05 pertaining to "appointed Directors to resign"; Article IV, Section 4.07 and 4.12 pertaining to "Neighborhood Associations"; Article X, Section 10.09 pertaining to "Voting Representatives". At this same time the Declarant hereby includes in Article IV, Section 4.11 that "deficiency" shall not include any bad debt and that the Declarant shall not be responsible for any bad debt; Article VII, Section 7.03 that no satellite dish over twenty four inches (24") in diameter shall be placed or erected upon any site; Article VII, Section 7.10 that automobile and golf cart garage doors must be kept closed at all times except when actively being used by the occupant of the dwelling.

The Declarant hereby submits all present and future lots, sites or other residential dwelling units that may now or may hereafter be constructed within the Hunters Ridge Development to the terms, provisions and conditions of the Master Declaration as herein amended.

IN WITNESS WHEREOF, the undersigned Declarant has caused

this instrument to be executed in its corporate name as of the day and year first above written.

WITNESSES:

BBA DEVELOPMENT CORPORATION

BY: Donald G. Huprich
Donald G. Huprich
Vice President

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF LEE

I hereby certify that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, personally appeared Donald G. Huprich as the Vice President of BBA Development Corporation and he acknowledged before me that he executed the foregoing instrument on behalf of said corporation, with full authority to do so.

WITNESS my hand and official stamp or seal this 14th day of December, 2001.

Gloria Wolner
Notary Public

My Commission Expires:

10/26/03

Gloria Wolner
MY COMMISSION # CC883171 EXPIRES
October 26, 2003
BONDED THRU TROY FAIN INSURANCE, INC.

THIS INSTRUMENT WAS PREPARED BY:
Donald G. Huprich, Vice President
BBA Development Corporation
12500 Hunters Ridge Drive
Bonita Springs, FL 34135
(941) 992-4900

RECORD VERIFIED - CHARLIE GREEN, CLERK
BY: HELEN CARROLL, D.C.

This Instrument Prepared By:
George L. Consoer, Jr.
Humphrey & Knott, P.A.
1625 Hendry Street
Fort Myers, Florida 33901
(941) 334-2722

3386820

OR2662 PG0809

SATISFACTION AND RELEASE OF DECLARATION TO MAKE CONTRIBUTIONS IN AID OF CONSTRUCTION

Agreement made this 15th day of December 1995 by Hunters Ridge Utility Company of Lee County, a Florida corporation, and BBA Development Corp., a Florida corporation.

BACKGROUND

The parties entered into a certain "Declaration of Covenant to Make Contributions in Aid of Construction and Agreement to Provide Sewer Service". Said instrument was recorded at O.R. Book 2161, Page 1197, of the Public Records of Lee County, Florida. Among other things, that Agreement provided that the named Declarant, which is BBA Development Corp., was to pay to the Utility Company, which is Hunters Ridge Utility Company of Lee County, the sum of $3,000.00 for each residential dwelling (to include condominium units) constructed within the indicated property. Said funds to be considered as a contribution in aid of construction for the benefit of the Utility Company.

It is the purpose of this Agreement to acknowledge the release by the Utility Company of said obligation and release the developer and all residential dwellings, as said term is defined in said Agreement from the obligation and burden of said aforementioned Declaration.

OPERATIVE PROVISIONS

THEREFORE, for good and valuable consideration, the undersigned does hereby satisfy, testify and release all defined residential dwellings from the burden and obligation of the contribution in aid of construction of $3,000.00 as provided for in that certain instrument recorded at O.R. Book 2161, Page 1197 of the Lee County Public Records.

However, in no event, shall this instrument be considered to void the obligation of the Utility Company to provide sewer service to all residential dwellings within the property burdened by the aforementioned Declaration.

Gloria Wolner
1st Witness
Gloria Wolner
Printed Name
Mary Lee Holland
2nd Witness
Mary Lee Holland
Printed Name

HUNTERS RIDGE UTILITY COMPANY OF LEE COUNTY, a Florida Corporation

By: Alfred Moore

Title: President

Printed Name: Alfred Moore

Gloria Wolner
1st Witness
Gloria Wolner
Printed Name
Mary Lee Holland
2nd Witness
Mary Lee Holland
Printed Name

BBA DEVELOPMENT CORP.,
a Florida Corporation

By: Donald G. Huprich
Donald Huprich
Vice President

OR 2662 PG 0810

CHARLIE GREEN LEE CTY FL.
95 DEC 22 AM 8:18

STATE OF FLORIDA

COUNTY OF LEE

The foregoing instrument was acknowledged before me this 15th day of December, 1995, by Alfred Moore as President, on behalf of Hunters Ridge Utility Company of Lee County, a Florida corporation, who is personally known to me or who has produced _____ as identification.

My Commission Expires:

LISA DAWN OXTON
My Commission CC498293
Expires Oct. 01, 1999

Lisa Dawn Oxton
Notary Public
LISA DAWN OXTON
Printed Name

STATE OF FLORIDA

COUNTY OF LEE

The foregoing instrument was acknowledged before me this 15th day of December, 1995, by Donald Huprich, as Vice President, on behalf of BBA Development Corp., a Florida corporation, who is personally known to me or who has produced _____ as identification.

My Commission Expires:

LISA DAWN OXTON
My Commission CC498293
Expires Oct. 01, 1999

Lisa Dawn Oxton
Notary Public
LISA DAWN OXTON
Printed Name

hunters\satisfaction

15.00

This Instrument Prepared By:
George L. Consoer, Jr.
Humphrey & Knott, P.A.
1625 Hendry Street
Fort Myers, Florida 33901
(813) 334-2722

436367

OR2943 PG2284

THIRD AMENDMENT TO MASTER DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR HUNTERS RIDGE

RECORDED BY JO THOMPSON, D.C.

This Third Amendment is made this 27th day of February, 1998 by BBA Development Corp., a Florida Corporation, hereinafter referred to as the Declarant.

RECITALS

A. WHEREAS, the Master Declaration of Covenants, Conditions, and Restrictions for Hunters Ridge was recorded at O.R. Book 2003, Page 4209, of the Public Records of Lee County, Florida; and

B. WHEREAS, the Master Declaration of Covenants, Conditions, and Restrictions for Hunters Ridge was amended by the First Amendment and Second Amendment to said Declaration as recorded respectively at O.R. Book 2262, Page 2992, and O.R. Book 2733, Page 1903, of the Public Records of Lee County, Florida; and

C. WHEREAS, the Declaration, allows the Declarant to amend said Master Declaration of Covenants, Conditions, and Restrictions for Hunters Ridge.

NOW, THEREFORE, Declarant does hereby amend the Master Declaration of Covenants, Conditions, and Restrictions for Hunters Ridge as follows:

1. Section 1.03 (Common Area) is amended to provide that the Common Area shall further mean and include the Storm Water Management System (also sometimes referred to as the Surface Water Management System) and all lakes, retention areas, landscaping, buffering, conservation easement and areas, culverts, and all related appurtenances, which may be required or otherwise created from time to time within the Property.

2. Paragraph 4.02(A) of Article IV (Covenants for Maintenance Assessment) is amended by the addition of the following additional Paragraph 10: 10. Operation and maintenance of the

Storm Water Management System and related appurtenances.

3. The following additional Article is added to the Master Declaration of Covenants, Conditions, and Restrictions for Hunters Ridge:

Article XI
Buffer Areas, Open Space, and Storm Water Management System

Buffer areas and open spaces as required pursuant to the Lee County Development Standards Ordinance, all of which shall be considered as part of the Common Area, shall be preserved and maintained by the Association so that their use and enjoyment as a buffer area and open space area will not be diminished or destroyed. Open space area shall not be developed except for open space purposes pursuant to the Lee County Development Standards Ordinance. Assessments of common expenses shall include assessments for maintenance of buffer and open space areas. Any conveyance of areas designated as buffer areas and open space areas shall be subject to the continued maintenance and protection thereof as buffer areas and open space areas as set forth herein.

The Storm Water Management System as permitted by the South Florida Water Management District and Lee County Development Standards Ordinance shall be preserved and maintained by the Association.

IN WITNESS WHEREOF, This instrument was executed as of the day and year first above written.

BBA Development Corp., a Florida Corporation

By: Donald G. Huprich, V.P.
Donald G. Huprich,
Vice President

Sarah A Sprock
1st Witness
Sarah A Sprock
Printed Name
Gloria Wolner
2nd Witness
Gloria Wolner
Printed Name

02294 3 PG 2285

STATE OF FLORIDA

COUNTY OF LEE

The foregoing instrument was acknowledged before me this 27th day of February, 1998, by Donald G. Huprich, as VicePresident, on behalf of BBA Development Corp., who is (personally known to me) or who has produced as identification _____.

My Commission Expires:

Lisa Dawn Oxton
Notary Public
Lisa Dawn Oxton
Printed Name

LISA DAWN OXTON
My Commission CC498293
Expires Oct. 01, 1999

G:\GLC\HUNTERS\third amendment.wpd

OR2943 PG2286

CHARLIE GREEN, CLERK
LEE COUNTY, FL
98 APR -7 PM 5:05

THIS DOCUMENT WAS PREPARED BY
AND SHOULD BE RETURNED TO:
Treiser, Kobza & Volpe, Chartered
4001 North Tamiami Trail, Suite 330
Naples, Florida 34103

Return to:
Treiser, Kobz
4001 Tamiami Tr
Naples, FL 34103

4426302

OR2983 PG0465

19.50

RECORDED BY
JOANNE MILLER, D.C.

SUPPLEMENTAL DECLARATION

BLOCK E, HUNTERS RIDGE NORTH, UNIT TWO

This Supplemental Declaration is made this 11th day of June, 1998 by BBA Development Corporation, a Florida Corporation and JAK Development, LLC, a Florida Limited Liability Company.

STATEMENT OF BACKGROUND INFORMATION

A. The terms used as defined terms herein without definition shall have the meanings ascribed to them in the Master Declaration of Covenants, Conditions and Restrictions for Hunters Ridge recorded in Official Records Book 2003, Page 4209 et seq. of the Public Records of Lee County, Florida, as the same may be amended from time to time (the "Declaration").

B. The Declaration permits the Developer to amend the Declaration.

C. Developer has designated the real property legally described as Block E, Hunters Ridge North, Unit Two according to the unrecorded plat thereof recorded in Plat Book 61, Pages 44 to 49, inclusive, Public Records of Lee County, Florida (hereinafter the "Block E"), as a Neighborhood of attached villa units and seeks to provide additional use restrictions for Block E.

D. BBA Development Corporation (hereinafter the "Developer"), the developer of Hunters Ridge, and JAK Development, LLC, the owner of Lots 16, 17, 18, 35 and 36, Block E, Hunters Ridge North, Unit Two, according to the plat thereof, recorded in Plat Book 61, Page 44 to 49, inclusive, Public Records of Lee County, Florida, have declared that Block E shall be held, sold, conveyed and encumbered by the Declaration and this Supplemental Declaration.

STATEMENT OF DECLARATION

Developer hereby declares that Block E shall be held, sold, conveyed, encumbered, leased, occupied and improved subject to the covenants, conditions, restrictions, easements and provisions of the Declaration and this Supplemental Declaration.

1. Lawn Maintenance. The Hunters Ridge Community Association, Inc. (hereinafter the "Association") shall provide mandatory lawn maintenance for all Lots within Block E. Such maintenance will include periodic mowing and edging and other services determined, from time to time, by the Board of Directors of the Association. Such services may include, but shall not be limited to, fertilization, pesticide application, mulching, tree pruning and shrubbery trimming.

All costs of mandatory lawn maintenance shall be assessed against Lots upon which habitable improvements are complete as an Association assessment. In the event other services are not provided on a mandatory basis, the Association may, but shall not be obligated to, offer such services on an optional basis. It is anticipated the Association will contract with independent third party landscape maintenance companies to provide service in accordance with this Section.

OR2983 PG0466

2. Lot Irrigation. Each Lot within the Block E must be equipped with an underground sprinkler system designed to irrigate all sodded and landscaped portions of the Lot. The underground sprinkler system for each Lot within Block E shall be constructed by the builder of the improvements on the Lot. Each Owner in Block E is responsible for the irrigation of his Lot and all costs associated with said irrigation. Each Owner shall provide adequate irrigation to his Lot to maintain it in a neat and attractive condition consist with all other Lots in Hunters Ridge.

3. Exterior Maintenance. The exteriors of Lots and habitable improvements within Block E shall be maintained in a neat and attractive condition, which maintenance shall include, but not be limited to, periodic painting. The Association, in accordance with policies adopted by the Board of Directors, shall provide exterior painting and roof replacement for all Lots within Block E on a mandatory basis. Maintenance or repairs caused by an Owner's negligence or willful misconduct may be assessed against the Owner and his Lot as an Association assessment. Owners of Lots shall promptly report to the Association the need for roof repairs on their Lot. The Association shall not be liable for personal injury or property damage occurring or arising in any way from the Association's repair or failure to repair roofing, and each Owner, by accepting his Lot, expressly assumes any risk of personal injury or property damage.

4. Mailbox. All Lots in Block E shall be equipped with a mailbox in a style and location approved in accordance with the architectural review and approval procedure of the Declaration. Any replacements to the mailbox shall be of the same style and character as the original mailbox. Mailboxes shall be maintained in a neat and attractive condition by the Owner.

5. Roofing. Roofing materials on residential structures constructed on Lots in Block E shall be concrete tile. Any replacements to original roofing materials shall be of like kind, character and color. Any replacements to roofing materials or change in color to roofing materials shall be uniformly applied to all Lots in Block E and is subject to architectural approval in accordance with the Declaration. In the event some other, attractive materials for roofing surfaces is proposed which is consistent with the character and architecture within Block E, the Architectural Review Board may, in its sole discretion, permit the use of such roofing material.

6. Party Wall. Habitable structures constructed within Block E are intended to be duplex units sharing a common party wall constructed of concrete on or in proximity to the boundary line. Each Owner within Block E shall maintain the portion of the party wall facing his Lot, including any drywall, studs, insulation, electrical, plumbing and other installations affixed thereto. To the extent of any structural damage to a party wall is caused by an Owner, the Owner shall notify the Association and promptly repair the damage to a condition equal to or superior to that existing before said damage. No Owner shall take any action which would modify the party

wall from its original construction. The Association, in addition to the Owners of the Lots sharing the party wall, shall have standing and the right to enforce maintenance and repairs to the party wall. To the extent not inconsistent with this Section, the general rules of party walls in Article V of the Declaration shall apply.

7. Reserves. The Board of Directors of the Association reserves the right, but not the obligation, to assess each Lot within Tract E an amount established by the Association for reserves, including reserves for exterior painting and roof replacement. Reserves collected shall be placed in segregated account of the Association and may be utilized only for the purpose collected. The Association's failure to collect reserves during any period shall not be deemed a waiver of the right to collect reserves in the future.

8. Supplement to Declaration. All provisions of the Declaration shall apply to Tract E, except as the same may be changed or supplemented by this Supplemental Declaration.

IN WITNESS WHEREOF, this Supplemental Declaration has been executed as of the date first above written.

Witnesses:

BBA DEVELOPMENT CORPORATION,
a Florida Corporation

By: Donald G. Huprich
Its: Vice President

Witnesses:

JAK DEVELOPMENT LLC,
a Florida Limited Liability Company

By: John F. Soave
Its: Managing Member

STATE OF FLORIDA)
COUNTY OF)

The foregoing instrument was acknowledged before me on this ____ day of May, 1998 by Donald G. Huprich, as Vice President of BBA Development Corporation, a Florida Corporation, on behalf of the corporation, who is personally known to me and who did not take an oath.

KIMBERLY ANNE GRATTON
MY COMMISSION # CC 651868
EXPIRES: November 16, 2001
Bonded Thru Notary Public Underwriters

Notary Public

My Commission Expires:

Printed Name of Notary

OR2983 PG0467

CHARLIE GREEN, CLERK
LEE COUNTY, FL

98 JUL -8 PM 12:18

STATE OF FLORIDA)
COUNTY OF COLLIER)

The foregoing instrument was acknowledged before me on this 16 day of June, 1998 by John F. Soave, as managing member of JAK Development LLC, a Florida Limited Liability Company, on behalf of the company, who is personally known to me and who did not take an oath.

CATHERINE E. KIDON
MY COMMISSION # CC 563341
EXPIRES: July 14, 2001
Bonded Thru Notary Public Underwriters

Notary Public

My Commission Expires:

Printed Name of Notary

OR2983 PG0468

19.50R

4523974

THIS DOCUMENT WAS PREPARED BY
AND SHOULD BE RETURNED TO:
Treiser, Kobza & Volpe, Chartered
4001 North Tamiami Trail, Suite 330
Naples, Florida 34103

OR3047 PG1139

RECORDED BY
PAUL CHANDLER, D.C.

SUPPLEMENTAL DECLARATION

BLOCKS E1 AND F, HUNTERS RIDGE NORTH, UNIT TWO

This Supplemental Declaration is made this 4 day of December, 1998 by BBA Development Corporation, a Florida Corporation and JAK Development, LLC, a Florida Limited Liability Company.

STATEMENT OF BACKGROUND INFORMATION

A. The terms used as defined terms herein without definition shall have the meanings ascribed to them in the Master Declaration of Covenants, Conditions and Restrictions for Hunters Ridge recorded in Official Records Book 2003, Page 4209 et seq. of the Public Records of Lee County, Florida, as the same may be amended from time to time (the "Declaration").

B. The Declaration permits the Developer to amend the Declaration.

C. BBA Development Corporation (hereinafter the "Developer"), the developer of Hunters Ridge, and JAK Development, LLC, the owner of Lots 16, 17, 18, Block E, Hunters Ridge North, Unit Two, according to the plat thereof, recorded in Plat Book 61, Page 44 to 49, inclusive, Public Records of Lee County, Florida, declared that Block E shall be held, sold, conveyed and encumbered by the Declaration and the Supplemental Declaration for Block E, Hunters Ridge North, Unit Two as recorded in Official Records Book 2983, Page 465, Public Records of Lee County, Florida.

D. Developer has designated the real property legally described as Block E1 and Block F, Hunters Ridge North, Unit Two according to the unrecorded plat thereof recorded in Plat Book 61, Pages 44 to 49, inclusive, Public Records of Lee County, Florida (hereinafter the "Blocks E1 and F"), as a Neighborhood of attached villa units and seeks to provide use restrictions for Blocks E1 and F which match those restrictions provided for Block E, Hunters Ridge North, Unit Two according to the unrecorded plat thereof recorded in Plat Book 61, Pages 44 to 49, inclusive, Public Records of Lee County, Florida.

E. BBA Development, Corporation, the developer of Hunters Ridge, and JAK Development, LLC, the owner of Lots 35 and 36, Block E1, Hunters Ridge North, Unit Two, according to the plat thereof, recorded in Plat Book 61, Page 44 to 49, inclusive, Public Records of Lee County, Florida, have declared that Blocks E1 and F shall be held, sold, conveyed and encumbered by the Declaration and this Supplemental Declaration.

STATEMENT OF DECLARATION

Developer hereby declares that Blocks E1 and F shall be held, sold, conveyed, encumbered, leased, occupied and improved subject to the covenants, conditions, restrictions, easements and provisions of the Declaration and this Supplemental Declaration.

1. Lawn Maintenance. The Hunters Ridge Community Association, Inc. (hereinafter the "Association") shall provide mandatory lawn maintenance for all Lots within Blocks E1 and F. Such maintenance will include periodic mowing and edging and other services determined, from time to time, by the Board of Directors of the Association. Such services may include, but shall not be limited to, fertilization, pesticide application, mulching, tree pruning and shrubbery trimming. All costs of mandatory lawn maintenance shall be assessed against Lots upon which habitable improvements are complete as an Association assessment. In the event other services are not provided on a mandatory basis, the Association may, but shall not be obligated to, offer such services on an optional basis. It is anticipated the Association will contract with independent third party landscape maintenance companies to provide service in accordance with this Section.

2. Lot Irrigation. Each Lot within the Blocks E1 and F must be equipped with an underground sprinkler system designed to irrigate all sodded and landscaped portions of the Lot. The underground sprinkler system for each Lot within Blocks E1 and F shall be constructed by the builder of the improvements on the Lot. Each Owner in Blocks E1 and F is responsible for the irrigation of his Lot and all costs associated with said irrigation. Each Owner shall provide adequate irrigation to his Lot to maintain it in a neat and attractive condition consist with all other Lots in Hunters Ridge.

3. Exterior Maintenance. The exteriors of Lots and habitable improvements within Blocks E1 and F shall be maintained in a neat and attractive condition, which maintenance shall include, but not be limited to, periodic painting. The Association, in accordance with policies adopted by the Board of Directors, shall provide exterior painting and roof replacement for all Lots within Blocks E1 and F on a mandatory basis. Maintenance or repairs caused by an Owner's negligence or willful misconduct may be assessed against the Owner and his Lot as an Association assessment. Owners of Lots shall promptly report to the Association the need for roof repairs on their Lot. The Association shall not be liable for personal injury or property damage occurring or arising in any way from the Association's repair or failure to repair roofing, and each Owner, by accepting his Lot, expressly assumes any risk of personal injury or property damage.

OR3047 PG1140

4. Mailbox. All Lots in Blocks E1 and F shall be equipped with a mailbox in a style and location approved in accordance with the architectural review and approval procedure of the Declaration. Any replacements to the mailbox shall be of the same style and character as the original mailbox. Mailboxes shall be maintained in a neat and attractive condition by the Owner.

5. Roofing. Roofing materials on residential structures constructed on Lots in Blocks E1 and F shall be concrete tile. Any replacements to original roofing materials shall be of like kind, character and color. Any replacements to roofing materials or change in color to roofing materials shall be uniformly applied to all Lots in Blocks E1 and F and is subject to architectural approval in accordance with the Declaration. In the event some other, attractive materials for roofing surfaces is proposed which is consistent with the character and architecture within Blocks E1 and F, the Architectural Review Board may, in its sole discretion, permit the use of such roofing material.

6. Party Wall. Habitable structures constructed within Blocks E1 and F are intended to be duplex units sharing a common party wall constructed of concrete on or in proximity to the boundary line. Each Owner within Blocks E1 and F shall maintain the portion of the party wall facing his Lot, including any drywall, studs, insulation, electrical, plumbing and other installations affixed thereto. To the extent of any structural damage to a party wall is caused by an Owner, the Owner shall notify the Association and promptly repair the damage to a condition equal to or superior to that existing before said damage. No Owner shall take any action which would modify the party wall from its original construction. The Association, in addition to the Owners of the Lots sharing the party wall, shall have standing and the right to enforce maintenance and repairs to the party wall. To the extent not inconsistent with this Section, the general rules of party walls in Article V of the Declaration shall apply.

7. Reserves. The Board of Directors of the Association reserves the right, but not the obligation, to assess each Lot within Blocks E1 and F an amount established by the Association for reserves, including reserves for exterior painting and roof replacement. Reserves collected shall be placed in segregated account of the Association and may be utilized only for the purpose collected. The Association's failure to collect reserves during any period shall not be deemed a waiver of the right to collect reserves in the future.

8. Supplement to Declaration. All provisions of the Declaration shall apply to Blocks E1 and F, except as the same may be changed or supplemented by this Supplemental Declaration.

jk3047 pg1141

IN WITNESS WHEREOF, this Supplemental Declaration has been executed as of the date first above written.

Witnesses:

BBA DEVELOPMENT CORPORATION,
a Florida Corporation

By: Donald G. Huprich
Its: Vice President

Witnesses:

JAK DEVELOPMENT LLC,
a Florida Limited Liability Company

By: John F. Soave
Its: Managing Member

STATE OF FLORIDA)
COUNTY OF)

The foregoing instrument was acknowledged before me on this 4 day of December, 1998 by Donald G. Huprich, as Vice President of BBA Development Corporation, a Florida Corporation, on behalf of the corporation, who is personally known to me.

Notary Public

My Commission Expires:

STANLEY LIEBERFARB
MY COMMISSION # CC 768318
EXPIRES August 29, 2002
Bonded Thru Notary Public Underwriters

Printed Name of Notary

STATE OF FLORIDA)
COUNTY OF COLLIER)

The foregoing instrument was acknowledged before me on this 4 day of December, 1998 by John F. Soave, as managing member of JAK Development LLC, a Florida Limited Liability Company, on behalf of the company, who is personally known to me.

Notary Public

My Commission Expires:

STANLEY LIEBERFARB
MY COMMISSION # CC 768318
EXPIRES: August 29, 2002
Bonded Thru Notary Public Underwriters

Printed Name of Notary

OR3047 PG1142
98 DEC -8 PM 4:26
CHARLIE GREEN, CLERK
LEE COUNTY, FL

HUNTERS RIDGE COMMUNITY ASSOCIATION, INC.

2003 PROPOSED BUDGET

	2002 BUDGET	2002 ACTUAL @ 12/31/02	2003 ~~PROPOSED~~ Approve
OPERATING INCOME			
Single Family Maintenance Fee	101,317	101,523	106,807
Villa Maintenance Fee	323,395	325,649	334,152
Less: Exterior Maint. Reserves	-51,300	-51,696	-52,500
Late Fee Income	600	888	600
Interest Income - Checking Acct.	200	296	200
Other Income	13,016	13,016	14,371
TOTAL OPERATING INCOME	387,228	389,676	403,630

Income Per Unit Per Month:
(165 S.F. in 2002 @ $51.17/month; 171 Villas in 2002 @ $157.60/month)
(171 S.F. in 2003 @ $52.05/month; 175 Villas in 2003 @ $159.12/month)

Reserves - Capital Improvements - $ 116,565.71
Reserves - Villa Exterior South - $ 158,878.97
Reserves - Villa Exterior North - $ 28,128.78

COMMON AREA EXPENSES			
Accounting & Tax Preparation	3,400	3,000	3,300
Annuals	10,000	10,136	10,366
Bad Debt	0	0	0
Checking Account	100	0	100
Chemicals, Fertilizer, Mulch	15,000	14,329	15,000
Comcast Cable	89,500	86,647	97,945
Corporate Filing Fee	65	61	65
Fire Safety Protection	3,000	3,493	2,900
Income Taxes	500	0	250
Insurance	1,200	737	1,200
Landscaping Debris Disposal	4,000	5,053	5,000
Legal	300	159	200
Maintenance Fee	52,000	52,000	52,800
Management Fee	8,400	8,400	8,400
Miscellaneous Expenses	2,700	2,217	2,300
Postage	800	800	800
Printing	700	755	800
Repair & Replace Landscaping	9,000	8,860	9,000
Repair & Replace Sprinklers	7,500	7,603	8,000
Utilities - Electric	3,500	2,679	3,000
Utilities - Water	135	115	130
TOTAL COMMON AREA	211,800	207,044	221,556
Cost per Unit per month	49.30		49.90

HUNTER. RIDGE COMMUNITY ASSOC..ATION, INC.

2003 PROPOSED BUDGET

	2002 BUDGET	2002 ACTUAL @ 12/31/02	2002 ~~PROPOSED~~ Approx
SINGLE FAMILY EXPENSES			
Repair & Replace Mailboxes, Posts	2,950	2,960	3,500
Repair & Replace Lights, Photocells	750	797	912
TOTAL SINGLE FAMILY EXPENSES	3,700	3,757	4,412
Cost per Single Family Unit per month	1.87		2.15
(165 Single Family Units in 2002; 171 Single Family Units in 2003)			
VILLA EXPENSES			
Chemicals, Fertilizer, Mulch	28,728	32,996	29,400
Insurance - Buildings	12,000	13,412	13,970
Villa Common Area Maintenance	112,860	115,060	115,500
Landscaping Debris Disposal	3,000	3,262	4,000
Repair & Replace Landscaping	5,000	5,169	5,100
Repair & Replace Mailboxes, Posts	2,950	2,869	2,500
Repair & Replace Sprinklers	5,000	4,969	5,000
Replace Light Bulbs Photocells	1,000	1,010	1,000
Miscellaneous	400	265	400
TOTAL VILLA EXPENSES	170,938	179,012	176,870
Cost per Villa Unit per month	83.30		84.22
(171 Villa Units in 2002; 175 Villa Units in 2003)			

VILLA RESERVES EXPENSES

A monthly Reserve Payment was established for Roof Repair & Replacement and Exterior Painting for Villas at $10.00 per villa unit beginning in June 1991. This payment continued until the Villa Unit owners voted in March, 1992 to fund these items at "Less Than Full Funding". Beginning in April, 1992 the monthly Reserve Payment for these items was increased to $22.50 per unit or $67.50 per villa unit per quarter. In April, 1994 the Monthly Reserve Payment for these items was increased to $25.00 per unit per month or $75.00 per Villa unit per quarter.

MONTHLY MAINTENANCE COSTS

	2002 BUDGET	2003 PROPOSED
Single Family Units:		
Common Area Expenses	49.30	49.90
Single Family Expenses	1.87	2.15
Total	51.17	52.05
Quarterly Fee	153.51	156.15
Villa Units:		
Common Area Expenses	49.30	49.90
Villa Expenses	83.30	84.22
Villa Reserve Funds	25.00	25.00
Total	157.60	159.12
Quarterly Fee	472.80	477.36

HUNTERS RIDGE COMMUNITY ASSOCIATION, INC.

2004 APPROVED BUDGET

	2003 BUDGET	2003 ACTUAL @ 12/17/03	2004 APPROVED
OPERATING INCOME			
Single Family Maintenance Fee	106,807	106,519	109,820
Villa Maintenance Fee	334,152	336,997	378,435
Less: Exterior Maint. Reserves	-52,500	-52,725	-71,193
Late Fee Income	600	878	600
Interest Income - Checking Acct.	200	332	200
Other Income	14,371	14,371	16,944
TOTAL OPERATING INCOME	403,630	406,372	434,806
Income Per Unit Per Month:			
(171 S.F. in 2003 @ $52.05/month; 175 Villas in 2003 @ $159.12/month)			
(173 S.F. in 2004 @ $52.90/month; 178 Villas in 2004 @ $177.17/month)			
Reserves - Capital Improvements - $ 109,777.50			
Reserves - Villa Exterior South - $ 14,119.16			
Reserves - Villa Exterior North - $ 33,798.20			
COMMON AREA EXPENSES			
Accounting & Tax Preparation	3,300	3,500	3,500
Annuals	10,366	10,219	10,300
Bad Debt	0	0	0
Checking Account	100	0	50
Chemicals, Fertilizer, Mulch	15,000	13,505	15,000
Comcast Cable	97,945	96,230	103,700
Corporate Filing Fee	65	61	65
Fire Safety Protection	2,900	3,930	4,000
Income Taxes	250	0	200
Insurance	1,200	869	1,200
Landscaping Debris Disposal	5,000	4,731	5,000
Legal	200	0	100
Maintenance Fee	52,800	52,800	52,800
Management Fee	8,400	8,400	8,400
Miscellaneous Expenses	2,300	2,264	2,300
Postage	800	931	1,000
Printing	800	668	800
Repair & Replace Landscaping	9,000	8,948	9,000
Repair & Replace Sprinklers	8,000	8,289	8,500
Utilities - Electric	3,000	3,223	3,300
Utilities - Water	130	126	130
TOTAL COMMON AREA	221,556	223,426	229,345
Cost per Unit per month	49.90		50.43

HU 'RS RIDGE COMMUNITY ASSOCIATI' 'NC.

2004 APPROVED BUDGET

	2003 BUDGET	2003 ACTUAL @ 12/17/03	2004 APPROVED
SINGLE FAMILY EXPENSES			
Repair & Replace Mailboxes, Posts	3,500	3,647	4,000
Repair & Replace Lights, Photocells	912	1,088	1,128
TOTAL SINGLE FAMILY EXPENSES	4,412	4,735	5,128
Cost per Single Family Unit per month	2.15		2.47
(171 Single Family Units in 2003; 173 Single Family Units in 2004)			
VILLA EXPENSES			
Chemicals, Fertilizer, Mulch	29,400	28,486	29,900
Insurance - Buildings	13,970	18,104	32,725
Villa Common Area Maintenance	115,500	115,500	117,500
Landscaping Debris Disposal	4,000	3,355	4,000
Repair & Replace Landscaping	5,100	5,105	5,100
Repair & Replace Mailboxes, Posts	2,500	2,500	2,500
Repair & Replace Sprinklers	5,000	5,330	5,400
Replace Light Bulbs Photocells	1,000	2,157	2,000
Miscellaneous	400	401	400
TOTAL VILLA EXPENSES	176,870	180,938	199,525
Cost per Villa Unit per month	84.22		93.41
(175 Villa Units in 2003; 178 Villa Units in 2004)			

VILLA RESERVES EXPENSES

A monthly Reserve Payment was established for Roof Repair & Replacement and Exterior Painting for Villas at $10.00 per villa unit beginning in June 1991. This payment continued until the Villa Unit owners voted in March, 1992 to fund these items at "Less Than Full Funding". Beginning in April, 1992 the monthly Reserve Payment for these items was increased to $22.50 per unit or $67.50 per villa unit per quarter. In April, 1994 the Monthly Reserve Payment for these items was increased to $25.00 per unit per month or $75.00 per Villa unit per quarter. For the year 2004, the Board is recommending $33.33 per Villa unit per month, but this must be approved by the majority of Villa owners at the annualmeeting.

MONTHLY MAINTENANCE COSTS

	2003 BUDGET	2004 APPROVED
Single Family Units:		
Common Area Expenses	49.90	50.43
Single Family Expenses	2.15	2.47
Total	52.05	52.90
Quarterly Fee	156.15	158.70
Villa Units:		
Common Area Expenses	49.90	50.43
Villa Expenses	84.22	93.41
Villa Reserve Funds	25.00	33.33
Total	159.12	177.17
Quarterly Fee	477.36	531.51

EXHIBIT 3

ESTIMATED OPERATING BUDGET FOR PHEASANT HOLLOW CONDOMINIUM ASSOCIATION, INC.

OPERATING BUDGET FOR PHEASANT HOLLOW CONDOMINIUM ASSOCIATION, INC.
FROM JANUARY 1, 2005 TO DECEMBER 31, 2005

	Monthly Per Unit	Quarterly Per Unit	# of Units Annually Per Unit	40 Total Monthly	Total Quarterly	Total Annually
I EXPENSES FOR THE ASSOCIATION AND CONDOMINIUM						
A Administration of the Association:						
Office Supplies/Expense	2.08	6.24	24.96	83.20	249.60	998.40
Legal & Accounting	1.04	3.12	12.48	41.60	124.80	499.20
Fees and Licenses	0.14	0.42	1.68	5.60	16.80	67.20
B Management Fee	1.00	3.00	12.00	40.00	120.00	480.00
C Maintenance:						
Cabana and Pool	50.00	150.00	600.00	2,000.00	6,000.00	24,000.00
D Rent for recreational and other commonly used facilities:	N/A	N/A	N/A	N/A	N/A	N/A
E Taxes - Association Property	N/A	N/A	N/A	N/A	N/A	N/A
F Taxes - Leased Property	N/A	N/A	N/A	N/A	N/A	N/A
G Security Provisions:	N/A	N/A	N/A	N/A	N/A	N/A
H Fees to Bureau of Standards And Registration	0.33	1.00	4.00	13.33	40.00	160.00
I Water and Sewer	80.00	240.00	960.00	3,200.00	9,600.00	38,400.00
J Electricity for Common Elements	35.00	105.00	420.00	1,400.00	4,200.00	16,800.00
K Insurance	62.50	187.50	750.00	2,500.00	7,500.00	30,000.00
L Contingency	1.88	5.64	22.56	75.20	225.60	902.40
M Operating Capital	N/A	N/A	N/A	N/A	N/A	N/A
N Reserves for Repair and Replacement						
(I) Pavement Resurface (Included in Master)	N/A	N/A	N/A	N/A	N/A	N/A

OPERATING BUDGET FOR PHEASANT HOLLOW CONDOMINIUM ASSOCIATION, INC.
FROM JANUARY 1, 2005 TO DECEMBER 31, 2005

			# of Units	40		
	Monthly Per Unit	Quarterly Per Unit	Annually Per Unit	Total Monthly	Total Quarterly	Total Annually
(II) Roof Replacement	10.00	30.00	120.00	400.00	1,200.00	4,800.00
(III) Exterior Painting	14.17	42.51	170.04	566.80	1,700.40	6,801.60
O Other Expenses	0.00	0.00	0.00	0.00	0.00	0.00
II Expenses for a Unit						
A Rent for the unit if subject to a lease	N/A	N/A	N/A	N/A	N/A	N/A
B Rent for recreational facilities	N/A	N/A	N/A	N/A	N/A	N/A
III UNIT OWNER CONDOMINIUM ASSESSMENT						
(I) With Reserves	258.14	774.43	3,097.72	10,325.73	30,977.20	123,908.80
(II) Without Reserves	233.97	701.92	2,807.68	9,358.93	28,076.80	112,307.20
IV Master Association Dues	50.00	150.00	600.00	4,160.00	12,480.00	49,920.00
V Total Dues By Unit Owner						
(I) With Reserves	308.14	924.43	3,697.72	14,485.73	43,457.20	173,828.80
(II) Without Reserves	283.97	851.92	3,407.68	13,518.93	40,556.80	162,227.20

OPERATING BUDGET FOR PHEASANT HOLLOW CONDOMINIUM ASSOCIATION, INC.
FROM JANUARY 1, 2005 TO DECEMBER 31, 2005
SCHEDULE OF CAPITAL EXPENDITURE RESERVES Units: 40

Reserves for Repair and Replacement	Estimated Useful Life (Years)	Estimated Remaining Useful Life (Years)	Estimated Replacement Costs	Estimated Fund Balance As of 1/1/00	Monthly Per Unit	Quarterly Per Unit	Annually Per Unit	Total Monthly	Total Quarterly	Total Annually
Pavement Resurfacing (Included in Neighborhood)			N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Roof	25	25	120,000.00	0	10.00	30.00	120.00	400.00	1,200.00	4,800.00
Exterior Painting	5	5	34,000.00	0	14.17	42.51	170.04	566.80	1,700.40	6,801.60
Total Reserves:			154,000.00	0	24.17	72.51	290.04	966.80	2,900.40	11,601.60

EXHIBIT 4

ESTIMATED OPERATING BUDGET FOR HUNTERS RIDGE COMMUNITY ASSOCIATION, INC.

HUNTERS RIDGE COMMUNITY ASSOCIATION, INC.

2003 PROPOSED BUDGET

	2002 BUDGET	2002 ACTUAL @ 12/31/02	2003 ~~PROPOSED~~ Approve
OPERATING INCOME			
Single Family Maintenance Fee	101,317	101,523	106,807
Villa Maintenance Fee	323,395	325,649	334,152
Less: Exterior Maint. Reserves	-51,300	-51,696	-52,500
Late Fee Income	600	888	600
Interest Income - Checking Acct.	200	296	200
Other Income	13,016	13,016	14,371
TOTAL OPERATING INCOME	387,228	389,676	403,630

Income Per Unit Per Month:
(165 S.F. in 2002 @ $51.17/month; 171 Villas in 2002 @ $157.60/month)
(171 S.F. in 2003 @ $52.05/month; 175 Villas in 2003 @ $159.12/month)

Reserves - Capital Improvements - $ 116,565.71
Reserves - Villa Exterior South - $ 158,878.97
Reserves - Villa Exterior North - $ 28,128.78

COMMON AREA EXPENSES			
Accounting & Tax Preparation	3,400	3,000	3,300
Annuals	10,000	10,136	10,366
Bad Debt	0	0	0
Checking Account	100	0	100
Chemicals, Fertilizer, Mulch	15,000	14,329	15,000
Comcast Cable	89,500	86,647	97,945
Corporate Filing Fee	65	61	65
Fire Safety Protection	3,000	3,493	2,900
Income Taxes	500	0	250
Insurance	1,200	737	1,200
Landscaping Debris Disposal	4,000	5,053	5,000
Legal	300	159	200
Maintenance Fee	52,000	52,000	52,800
Management Fee	8,400	8,400	8,400
Miscellaneous Expenses	2,700	2,217	2,300
Postage	800	800	800
Printing	700	755	800
Repair & Replace Landscaping	9,000	8,860	9,000
Repair & Replace Sprinklers	7,500	7,603	8,000
Utilities - Electric	3,500	2,679	3,000
Utilities - Water	135	115	130
TOTAL COMMON AREA	211,800	207,044	221,556
Cost per Unit per month	49.30		49.90

HUNTERS RIDGE COMMUNITY ASSOCIATION, INC.

2003 PROPOSED BUDGET

	2002 BUDGET	2002 ACTUAL @ 12/31/02	2002 ~~PROPOSED~~ Approx
SINGLE FAMILY EXPENSES			
Repair & Replace Mailboxes, Posts	2,950	2,960	3,500
Repair & Replace Lights, Photocells	750	797	912
TOTAL SINGLE FAMILY EXPENSES	3,700	3,757	4,412
Cost per Single Family Unit per month	1.87		2.15
(165 Single Family Units in 2002; 171 Single Family Units in 2003)			
VILLA EXPENSES			
Chemicals, Fertilizer, Mulch	28,728	32,996	29,400
Insurance - Buildings	12,000	13,412	13,970
Villa Common Area Maintenance	112,860	115,060	115,500
Landscaping Debris Disposal	3,000	3,262	4,000
Repair & Replace Landscaping	5,000	5,169	5,100
Repair & Replace Mailboxes, Posts	2,950	2,869	2,500
Repair & Replace Sprinklers	5,000	4,969	5,000
Replace Light Bulbs Photocells	1,000	1,010	1,000
Miscellaneous	400	265	400
TOTAL VILLA EXPENSES	170,938	179,012	176,870
Cost per Villa Unit per month	83.30		84.22
(171 Villa Units in 2002; 175 Villa Units in 2003)			

VILLA RESERVES EXPENSES

A monthly Reserve Payment was established for Roof Repair & Replacement and Exterior Painting for Villas at $10.00 per villa unit beginning in June 1991. This payment continued until the Villa Unit owners voted in March, 1992 to fund these items at "Less Than Full Funding". Beginning in April, 1992 the monthly Reserve Payment for these items was increased to $22.50 per unit or $67.50 per villa unit per quarter. In April, 1994 the Monthly Reserve Payment for these items was increased to $25.00 per unit per month or $75.00 per Villa unit per quarter.

MONTHLY MAINTENANCE COSTS

	2002 BUDGET	2003 PROPOSED
Single Family Units:		
Common Area Expenses	49.30	49.90
Single Family Expenses	1.87	2.15
Total	51.17	52.05
Quarterly Fee	153.51	156.15
Villa Units:		
Common Area Expenses	49.30	49.90
Villa Expenses	83.30	84.22
Villa Reserve Funds	25.00	25.00
Total	157.60	159.12
Quarterly Fee	472.80	477.36

HUNTERS RIDGE COMMUNITY ASSOCIATION, INC.

2004 APPROVED BUDGET

	2003 BUDGET	2003 ACTUAL @ 12/17/03	2004 APPROVED
OPERATING INCOME			
Single Family Maintenance Fee	106,807	106,519	109,820
Villa Maintenance Fee	334,152	336,997	378,435
Less: Exterior Maint. Reserves	-52,500	-52,725	-71,193
Late Fee Income	600	878	600
Interest Income - Checking Acct.	200	332	200
Other Income	14,371	14,371	16,944
TOTAL OPERATING INCOME	403,630	406,372	434,806
Income Per Unit Per Month:			
(171 S.F. in 2003 @ $52.05/month; 175 Villas in 2003 @ $159.12/month)			
(173 S.F. in 2004 @ $52.90/month; 178 Villas in 2004 @ $177.17/month)			
Reserves - Capital Improvements - $ 109,777.50			
Reserves - Villa Exterior South - $ 14,119.16			
Reserves - Villa Exterior North - $ 33,798.20			
COMMON AREA EXPENSES			
Accounting & Tax Preparation	3,300	3,500	3,500
Annuals	10,366	10,219	10,300
Bad Debt	0	0	0
Checking Account	100	0	50
Chemicals, Fertilizer, Mulch	15,000	13,505	15,000
Comcast Cable	97,945	96,230	103,700
Corporate Filing Fee	65	61	65
Fire Safety Protection	2,900	3,930	4,000
Income Taxes	250	0	200
Insurance	1,200	869	1,200
Landscaping Debris Disposal	5,000	4,731	5,000
Legal	200	0	100
Maintenance Fee	52,800	52,800	52,800
Management Fee	8,400	8,400	8,400
Miscellaneous Expenses	2,300	2,264	2,300
Postage	800	931	1,000
Printing	800	668	800
Repair & Replace Landscaping	9,000	8,948	9,000
Repair & Replace Sprinklers	8,000	8,289	8,500
Utilities - Electric	3,000	3,223	3,300
Utilities - Water	130	126	130
TOTAL COMMON AREA	221,556	223,426	229,345
Cost per Unit per month	49.90		50.43

HUNTERS RIDGE COMMUNITY ASSOCIATION, INC.

2004 APPROVED BUDGET

	2003 BUDGET	2003 ACTUAL @ 12/17/03	2004 APPROVED
SINGLE FAMILY EXPENSES			
Repair & Replace Mailboxes, Posts	3,500	3,647	4,000
Repair & Replace Lights, Photocells	912	1,088	1,128
TOTAL SINGLE FAMILY EXPENSES	4,412	4,735	5,128
Cost per Single Family Unit per month	2.15		2.47
(171 Single Family Units in 2003; 173 Single Family Units in 2004)			
VILLA EXPENSES			
Chemicals, Fertilizer, Mulch	29,400	28,486	29,900
Insurance - Buildings	13,970	18,104	32,725
Villa Common Area Maintenance	115,500	115,500	117,500
Landscaping Debris Disposal	4,000	3,355	4,000
Repair & Replace Landscaping	5,100	5,105	5,100
Repair & Replace Mailboxes, Posts	2,500	2,500	2,500
Repair & Replace Sprinklers	5,000	5,330	5,400
Replace Light Bulbs Photocells	1,000	2,157	2,000
Miscellaneous	400	401	400
TOTAL VILLA EXPENSES	176,870	180,938	199,525
Cost per Villa Unit per month	84.22		93.41
(175 Villa Units in 2003; 178 Villa Units in 2004)			

VILLA RESERVES EXPENSES

A monthly Reserve Payment was established for Roof Repair & Replacement and Exterior Painting for Villas at $10.00 per villa unit beginning in June 1991. This payment continued until the Villa Unit owners voted in March, 1992 to fund these items at "Less Than Full Funding". Beginning in April, 1992 the monthly Reserve Payment for these items was increased to $22.50 per unit or $67.50 per villa unit per quarter. In April, 1994 the Monthly Reserve Payment for these items was increased to $25.00 per unit per month or $75.00 per Villa unit per quarter. For the year 2004, the Board is recommending $33.33 per Villa unit per month, but this must be approved by the majority of Villa owners at the annualmeeting.

MONTHLY MAINTENANCE COSTS

	2003 BUDGET	2004 APPROVED
Single Family Units:		
Common Area Expenses	49.90	50.43
Single Family Expenses	2.15	2.47
Total	52.05	52.90
Quarterly Fee	156.15	158.70
Villa Units:		
Common Area Expenses	49.90	50.43
Villa Expenses	84.22	93.41
Villa Reserve Funds	25.00	33.33
Total	159.12	177.17
Quarterly Fee	477.36	531.51

EXHIBIT 5

AGREEMENT FOR PURCHASE AND SALE OF CONDOMINIUM UNIT

ORAL REPRESENTATIONS CANNOT BE RELIED UPON AS CORRECTLY STATING THE REPRESENTATIONS OF THE DEVELOPER. FOR CORRECT REPRESENTATIONS, REFERENCE SHOULD BE MADE TO THIS AGREEMENT AND THE DOCUMENTS REQUIRED BY SECTION 718.503, *FLORIDA STATUTES*, TO BE FURNISHED BY A DEVELOPER TO A BUYER OR LESSEE.

ANY PAYMENT IN EXCESS OF TEN PERCENT (10%) OF THE PURCHASE PRICE MADE TO THE DEVELOPER PRIOR TO CLOSING PURSUANT TO THIS AGREEMENT MAY BE USED FOR CONSTRUCTION PURPOSES BY THE DEVELOPER.

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (the "Agreement") is made this ____ day of _____, _____, by and between PARKER HUNTERS RIDGE, LLC a Florida limited liability company, whose address is 9001 Daniels Parkway, Suite 200, Fort Myers, Florida 33912 ("Seller") and _____ ("Buyer"), whose address is _____, and whose home telephone number is (____)_____-_____, and whose business telephone number is (____)_____-_____, and whose social security number is _____-_____-_____, and whose e-mail address is _____.

WITNESSETH:

WHEREAS, Seller is the developer of PHEASANT HOLLOW AT HUNTERS RIDGE, A CONDOMINIUM (the "Condominium"), and Buyer desires to purchase Unit _____, with all appurtenances thereto, according and subject to the Declaration of Condominium for Pheasant Hollow at Hunters Ridge, a Condominium, recorded or to be recorded in the Public Records of Lee County, Florida, and Seller is agreeable to the purchase.

1. PURCHASE OBLIGATION. Seller shall sell and Buyer shall purchase Unit _____ in accordance with the terms of this Agreement. Buyer acknowledges that no representation has been made by Seller or any of its agents of any income, income tax or economic benefit to be derived by virtue of the purchase or ownership of the Unit.

2. PURCHASE PRICE AND MANNER OF PAYMENT. The purchase price to be paid by Buyer to Seller for the Unit shall be the sum of $_____, which shall be payable as follows:

(i)	Earnest Money Deposit either transferred from Reservation Agreement or paid in cash to be held by Escrow Agent in accordance herewith	$_____
(ii)	Balance of initial Earnest Money Deposit in an amount equal to 10% of the purchase price to be paid to Escrow Agent within 15 days of the date set forth in the initial paragraph above of this Agreement	$_____
(iii)	Balance of purchase price (including any additional charges or extras that have not been paid for prior to closing) which shall be due at closing in cash or by wired funds to Seller's Closing Agent's account or by cashier's check drawn on a bank with offices in Lee County, Florida	$_____
	TOTAL PURCHASE PRICE:	$_____

3. CONSTRUCTION. If Buyer's Unit has not been completed as of the date of full execution of this Agreement, it is understood that the Unit and the Condominium will be constructed in substantial accordance with the plans and specifications therefore kept in Seller's construction office, as such plans and specifications are amended from time to time. Seller may make any changes in the plans and specifications of the Unit and/or common areas that it deems appropriate at any time, as long as those changes do not, in Seller's opinion, seriously and adversely affect the market value of the Unit, and Buyer hereby waives any and all express or implied warranties that construction will be accomplished in compliance with such plans and specifications, as long as such non-compliance does not, in Seller's opinion, seriously and adversely affect the market value of the Unit. In furtherance of the understanding stated above, Buyer acknowledges and agrees that it is a widely observed construction industry practice for pre-construction plans and specifications for any unit or building to be changed and adjusted from time to time. These changes and adjustments are essential in order to permit all components of the Unit and the Building to be integrated into a well-functioning and aesthetically-pleasing product. Buyer further acknowledges and agrees that, (i) the plans and specifications for the Unit and the Condominium on file with the applicable governmental authorities may not, initially, be identical in detail to Seller's Plans and Specifications, and (ii) because of the day-to-day nature of the changes described in this paragraph 3, the plans and specifications on file with applicable governmental authorities may not include some or any of these changes (there being no legal requirement to file all changes with such authorities). In the event of any discrepancy between various plans and specifications, the final "as-built" plans and specifications, which are modified to include all changes during the construction process, shall control. Buyer understands that dimensions shown in Seller's plans, and in any sales brochure, are approximate and may change due to field conditions. Buyer understands any existing model may contain items or special features which are not included in Buyer's purchase, such as furnishings and decorations, accessories, special window treatments, upgraded carpeting and flooring, special wall treatments, upgraded fixtures and special lighting effects, and extra appliances. Buyer understands the total purchase price only includes the construction of Buyer's Unit pursuant to Seller's plans and specifications, standard items specified in Buyer's sales brochure, and those items or extras in a list attached to this Agreement, if any. Seller will have complete discretion in "finishing details", including, but not limited to the exterior of the buildings, landscaping, amenities, and beautification of the Condominium.

In addition, Seller reserves the right to substitute appliances, materials and equipment, in the Unit and/or common areas, for others of similar quality, utility or color, and Seller reserves the right to make changes in the plans and specifications of the unit and/or common areas as may be found necessary during the construction period, provided such changes shall not materially affect the size or location of the Unit. Seller reserves the right to make architectural, structural, or design modifications or changes in the Unit, or improvements constituting the Common Elements, and the recreational facilities, as Seller deems necessary or desirable. Purchaser agrees to close title notwithstanding any such modifications, changes, or substitutions, provided that no such modification or change shall materially alter the dimensions, size or value thereof, and any substitution of material, equipment, or appliances shall be of equivalent or better quality, and no such change, modification, or substitution results in the purchase price of the Unit being increased. If Buyer does not object in writing, prior to Closing, to any changes to Buyer's Unit or the common elements, then Buyer shall be deemed to have waived Buyer's right to claim that such changes were material in the future. Buyer agrees that closing and acceptance of the deed by Buyer shall be acceptance of the Unit and Common Elements by Buyer as they exist at the time of Closing, subject only to agreed upon punchlist items as outlined in Paragraph 26 of this Agreement.

Any selection made available to Buyer must be made by Buyer within ten (10) days of execution of this Agreement, and Seller is authorized to make such selection on behalf of Buyer if Buyer fails to do so within said ten (10) day period. All change orders for extras which Buyer may want must be agreed to by Seller in writing under separate agreement (or addendum to this Agreement). If Seller omits any changes or extras, Seller will only have to refund to Buyer the amount Buyer paid to Seller for each item omitted. Except for such omissions, Buyer's payment for any construction change orders or extras is not refundable.

4. DEPOSITS HELD IN ESCROW. All deposits toward the Purchase Price paid by Buyer under this Agreement shall be delivered to and held in escrow by Squire, Sanders & Dempsey L.L.P., an Ohio limited liability partnership, or any other Escrow Agent designated by Seller, Escrow Agent, whose address 201 N. Franklin Street, Suite 2100, Tampa, Florida 33602, pursuant to Chapter 718.202, *Florida Statutes*. Escrow Agent shall give Buyer a receipt for the deposit upon request, and the deposit shall be disbursed in accordance with the Agreement. The

Escrow Agent is empowered, but not obligated, to invest the escrowed funds. Any payment made to Seller under this Agreement in excess of ten percent (10%) of the purchase price shall be disbursed by the Escrow Agent to Seller upon commencement of construction of improvements to be used for construction purposes. All funds and accrued interest, if any, held by the Escrow Agent shall be disbursed in accordance with the terms of the Escrow Agreement set forth as an exhibit to the Prospectus. It is expressly understood and agreed to between the parties that the Buyer is entitled to all interest earned, if any, on the deposits paid by Buyer under this Agreement if Buyer timely closes under this Agreement.

5. CLOSING.

(i) The closing of this transaction shall take place at a location specified by Seller, and on the date specified by Seller, which shall not be less than five (5) days and no more than thirty (30) days from the date on which Seller delivers notice to Buyer that Buyer's Unit is substantially complete, provided, however, that if such day is not a normal business day, then closing shall occur on the next business day. A Certificate of Occupancy for the Unit shall be conclusive evidence of completion of construction. The notice shall specify the time, date and place of closing (the "Closing Date"). Completion of punch list items shall not serve as a basis for delaying the closing of this transaction. Seller shall be obligated to close this transaction within two (2) years from the date of this Agreement, and Buyer shall have all rights and remedies permitted under Florida law, including, but not limited to, the right of specific performance if Seller fails to close this transaction on or before two (2) years from the date of the execution of this Agreement.

(ii) In the event Buyer is unable to close on the Closing Date provided for herein, Seller may, at its sole discretion, extend the Closing Date, and Buyer shall be obligated to pay interest on the purchase price to Seller at the rate of eighteen percent (18%) per annum from the originally scheduled Closing Date to the actual closing date as consideration for the extension.

(iii) At the closing, Seller shall convey the Unit to Buyer by a special warranty deed, subject only to the Declaration of Condominium and the exhibits to it (including the Articles of Incorporation of Pheasant Hollow at Hunters Ridge Condominium Association, Inc., the By-Laws of Pheasant Hollow at Hunters Ridge Condominium Association, Inc., and the condominium plat), taxes, sewer charges and assessments for the year of closing and subsequent years, zoning laws, regulations and ordinances and any easements, declarations, restrictions, covenants, reservations and grants of record.

(iv) Florida real estate taxes and all assessments, including condominium assessments to the Association, and assessments to the Master Association (as defined in the Prospectus), shall be prorated at closing. In the event real estate taxes and/or assessments shall have not been separately assessed to the subject Condominium Unit at the time of closing, the taxes and/or assessments applicable to said Unit shall be determined by Seller estimating the net anticipated taxes and/or assessments for the year, which estimation shall be prorated and paid by Buyer at the time of closing. Using the maximum discount allowed, Seller and Buyer agree to re-prorate taxes and/or assessments once the final tax bill is issued.

(v) Buyer shall pay to Seller a closing fee equal to one and one-half percent (1½%) of the total purchase price, together with a search, examination and settlement fee. Seller shall pay at closing the documentary stamps due on the deed, the premium cost of the owner's title insurance policy to be delivered by Seller to Buyer pursuant to paragraph 6 below, and the cost of preparation and recording of the deed. Buyer shall also pay the premium cost of the Buyer's mortgagee title insurance policy and all other costs, including closing costs, if any, incurred relative to financing the purchase of the Unit by Buyer.

(vi) In addition to the foregoing, Buyer acknowledges that he or she is aware that each Unit Owner is required to pay an initial working fund contribution of $250.00 to the Association and may be required to pay an initial working fund contribution to the Master Association (as defined in the Prospectus). These funds are not a prepayment of the regular quarterly assessment for the Master Association; rather, these funds may be used by the Master Association for any purpose including, but not limited to, paying operating deficits, either before or after turnover of control of the Master Association.

6. TITLE INSURANCE. Seller shall deliver to Buyer before closing an owner's commitment of title insurance issued by a title insurance company acceptable to Seller, agreeing

to insure title to Buyer's Unit, subject only to the standard printed exceptions, those items mentioned in paragraph 5 of this Agreement, any item which does not materially affect Buyer's use of the Unit as a residence, and any item that may be cured by an application of the purchase price. The commitment shall be conclusive of compliance by the Seller relative to the title requirements of this Agreement. The cost of the title insurance shall be borne by Seller, except as otherwise provided in Paragraph five (5) of this Agreement. Buyer shall have seven (7) days from the date of receiving the owner's commitment of title insurance to examine it. If title is found to be defective, Buyer shall within said seven (7) day period notify Seller in writing specifying the defect. If Seller fails or refuses to correct any defects of title, which will materially affect Buyer's use or occupancy of Buyer's Unit, revealed by the title commitment within ninety (90) days of notice by Buyer and provided Buyer timely objected, Buyer shall have the right to cancel this Agreement and receive a return of all money paid under it, or to proceed to a closing with no abatement of the purchase price, taking title in its then condition. The foregoing shall be the exclusive rights and remedies of Buyer for defects in title.

7. COMPLETION OF CONSTRUCTION. Delays in completion of construction shall not give rise to any right of Buyer to cancel or rescind this Agreement, unless Seller fails to complete Buyer's Unit within two (2) years from the date of execution of this Agreement, and in that event, Buyer shall have all rights and remedies permitted under Florida law, including, but not limited to, the right of specific performance. Buyer acknowledges that Buyer has had an opportunity to review the construction plans and specifications relating to the Buyer's Unit and the condominium improvements at the construction site.

8. WARRANTY. Seller shall honor all governing valid statutory warranties relative to construction existing as of the time of commencement of construction.

9. DISCLAIMER OF WARRANTIES. BUYER AGREES THAT WARRANTIES AS TO APPLIANCES AND AIR CONDITIONING SYSTEMS FURNISHED WITH THE UNIT ARE MANUFACTURERS' WARRANTIES ONLY, AND BUYER AGREES TO LOOK ONLY TO THE MANUFACTURER FOR ANY RELIEF PERTAINING THERETO AS TO BREACH OF EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO EXPRESSED OR IMPLIED WARRANTIES ARE EXTENDED, EXCEPT AS SET FORTH IN SECTION 718.203(1), FLORIDA STATUTES.

CONSUMER PRODUCTS, AS THAT TERM IS USED IN THE MAGNUSON-MOSS WARRANTY ACT, INCLUDING BUT NOT LIMITED TO, SUCH MAJOR APPLIANCES AS HOT WATER HEATER, AIR-CONDITIONER, REFRIGERATOR, RANGE, OVEN, DISHWASHER, GARBAGE DISPOSAL, AND LIKE ITEMS, IF ANY, ARE NOT WARRANTED AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IN ANY REGARD EXCEPT AS REQUIRED UNDER SECTION 718.203(1), *FLORIDA STATUTES.*

BUYER ACKNOWLEDGES AND AGREES THAT THERE ARE NO WARRANTIES OR GUARANTIES OF ANY NATURE WHATSOEVER, EXPRESS OR IMPLIED, GIVEN BY THE SELLER WITH THE SUBJECT UNIT, EXCEPT FOR THE WARRANTY GRANTED UNDER SECTION 718.203(1), *FLORIDA STATUTES.*

SELLER DISCLAIMS ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND HABITABILITY AS TO THE UNIT AND THE PERSONAL PROPERTY AND OTHER PROPERTY, WHETHER ARISING FROM CUSTOM, USAGE, COURSE OR TRADE, STATUTORY OR CASE LAW, OR OTHERWISE.

In the event that a competent court of law decides that the foregoing disclaimer is ineffective, the parties agree that any action for implied warranty, except as permitted under Section 718.203(1), *Florida Statutes*, must be brought within one (1) year from the date of Closing. In addition, in the event a competent court of law decides that the foregoing disclaimer is ineffective, the parties agree that the maximum exposure of the Seller is the cost of the (i) replacement or repair of the defective item, or (ii) the purchase price paid for the Unit, whichever is less. These clauses shall survive Closing and delivery of the deed of conveyance.

10. DEFAULT. In the event Buyer defaults under this Agreement, Seller, as its exclusive remedy, shall have the right to retain all money paid by Buyer under this Agreement, together with all interest that Buyer would otherwise be entitled to receive under paragraph 4

above, as agreed upon liquidated damages as consideration for Seller's execution of this Agreement and in full settlement of any claim against Buyer, because both parties recognize that the precise loss to Seller due to Buyer's default is impossible to ascertain, and then Seller shall have no further obligations to Buyer. Subject to paragraph 7 above, in the event of default by Seller other than the Seller's willful non-performance under this Agreement, Buyer shall have the right to receive an immediate return of all deposit money paid to Seller under this Agreement, which shall be the exclusive remedy of Buyer. In the event of Seller's willful non-performance under this Agreement, Buyer shall have all rights and remedies permitted under Florida law. "Default" shall include not only the failure to make prompt payment of any sums due under this Agreement, but also the failure to perform any other acts required of Buyer under this Agreement.

11. ACCEPTANCE OF DEED. Except for completion by Seller of the agreed upon "punch list" items, the closing of this transaction and acceptance of the deed mentioned in paragraph 5 above shall be conclusive of the compliance by Seller of Seller's obligations under this Agreement.

12. RIGHT OF ASSIGNMENT. Buyer shall not have the right to assign this Agreement, except with the written consent of Seller, which consent can be withheld at Seller's sole discretion, and Seller may require Buyer to remain liable for all obligations under this Agreement. Buyer acknowledges and agrees that Seller's ability to sell other Units owned by Seller within the Condominium, and the value of such Units owned by Seller will be diminished and harmed by Buyer attempting to resell the Unit, or advertising the Unit for sale, prior to Buyer receiving fee simple title to the Unit, and that Seller shall be irreparably harmed by such actions. Therefore, Buyer covenants and agrees not to enter into a listing agreement for the sale of the Unit, or to advertise or cause the Unit to be advertised for sale in any newspaper, trade magazine or other publication, prior to obtaining fee simple title to the Unit. A breach of the provisions of this paragraph shall be a default hereunder by Buyer and entitle Seller to exercise its remedies under this Agreement. Seller shall have the right to charge an assignment fee in consideration for agreeing to the assignment.

13. OFFER. This Agreement shall constitute an irrevocable offer by Buyer to Seller to purchase the Unit referred to above pursuant to the terms and conditions contained in this Agreement. This offer is to be accepted, if at all, by Seller affixing Seller's signature below or depositing a copy of this Agreement so executed in the United States mail, addressed to Buyer, postage prepaid. Buyer understands that Seller needs to check the creditworthiness of Buyer before it can accept the offer. Buyer agrees that Seller shall have the right to contact Buyer's banking relationships to ascertain the creditworthiness of Buyer. By executing a copy of this Agreement, Buyer agrees to execute any and all documents reasonably requested by Seller in order to obtain financial information on Buyer and to allow Buyer's bankers to discuss Buyer's creditworthiness with Seller.

14. NOTICES. Any notices permitted or required under this Agreement shall be deemed delivered when they are deposited in the United States mail, addressed to the appropriate party at the address first shown above, postage prepaid, registered or certified mail, return receipt requested.

15. EXPENSES OF ENFORCEMENT. If it becomes necessary for Seller to employ the services of an attorney to enforce Seller's rights under the Agreement, Buyer shall be responsible for all reasonable attorneys' fees incurred by Seller as well as all court costs and fees incurred by Seller in the event of litigation being instituted by Seller relative to enforcement of this Agreement.

16. BROKER. Buyer represents that Buyer has only dealt with _____ _____ as Seller's Agent relative to this transaction and _____ as Broker, and shall save and hold Seller harmless relative to any brokerage commission claimed by virtue of breach of this representation. This provision shall survive the closing.

17. COMPLETE AGREEMENT. This Agreement constitutes the complete Agreement between the parties, and no modification of this Agreement shall be binding unless in writing and executed by the parties. It is agreed by the parties hereto that all prior understandings and agreements are superceded and merged into this Agreement. No representations, claims, statements, inducements, promotional activities, maps or otherwise, made by Seller or Seller's agents or representatives shall be of any force and effect unless

expressly set forth in this Agreement. The provisions of this paragraph shall survive closing. Upon closing, acceptance of a deed by Buyer is deemed acknowledgment of full performance and discharge of every agreement, obligation, and representation made by Seller, in accordance with the terms and provisions hereof, and no agreement or representation shall survive the delivery and acceptance of said deed, except as may be set forth in writing in this Agreement.

18. RADON GAS. Radon is a naturally occurring radioactive gas that, when it is accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

The foregoing disclosure is required pursuant to Section 404.056(8), Florida Statutes, for all contracts for sale and purchase of buildings located in Florida. If radon is detected in the Unit, at any time, at unacceptable levels, mitigation shall be the responsibility of the Buyer.

19. MOLD and MILDEW. Buyer acknowledges that a) the growth of mold and mildew may occur in buildings located in Florida due to the tropical climatic nature of the region, b) Buyer will have exclusive control of the climatic conditions inside Buyer's Unit, and c) Buyer's decisions with respect to maintenance, upkeep and climatic conditions inside the Unit will effect the occurrence, if any, of mold and mildew inside the Unit. The construction of a condominium unit is not, and can not be designed to exclude mold and mold spores. By minimizing moisture, a unit owner can reduce mold growth. Good housekeeping and home maintenance practices are essential in the effort to prevent mold growth. Buyer agrees that the Seller shall not be responsible for the occurrence of mold or mildew in Buyer's Unit at any time after the date of closing, and that the failure of Buyer to note the presence of any mold or mildew in the Unit at Buyer's walk-through prior to closing shall be deemed a waiver by Buyer of any claim against the Seller for the presence of mold or mildew in the Unit prior to or as of the date of closing. Buyer understands that in order to minimize the occurrence of mold and mildew, a) the Unit must be adequately air conditioned at all times (even when Buyer is not occupying the Unit for extended periods of time), b) all portions of the Unit should receive proper ventilation, and c) all portions of the Unit should be exposed regularly to light. Every new condominium unit contains products that have water, powders, solids and industrial chemicals that are used in constructing the unit or building. The water, powders, solids and industrial chemicals will and do contain mold, mildew, fungus, spores and chemicals which may cause allergic or other bodily reactions in certain individuals. You should consult your physician to determine the molds, mildews, fungus, spores or chemicals that may adversely affect you or members of your family. If you are not comfortable with the fact that these substances or chemicals exist in some amount in the unit that you are purchasing, you should not purchase the unit. Buyer's waiver of rights contained in this provision is a material inducement for Seller entering into this Agreement. The provisions of this paragraph shall survive closing.

20. GOVERNING LAW. Buyer certifies that Buyer is executing this Agreement while in the State of Florida of Buyer's own volition, and that this purchase was not solicited either by telephone or mail in another state. The obligations under this Agreement shall be performed in the State of Florida and governed by Florida law.

21. RECORDING. Buyer shall not directly or indirectly record this Agreement in the public records.

22. INSULATION SPECIFICATIONS. The type, thickness and R-Value of the insulation installed as part of the Unit are as follows:

The upper ceilings in the Units are insulated with batt type of insulation to a minimum thickness of 10 inches, which thickness, according to the manufacturer, results in an R-Value of 30. The exterior perimeter walls to the Unit will be insulated with F1-Foil type of insulation, between the wood furring strips, which, according to the manufacturer, will result in an R-Value of 4.0.

23. ENERGY PERFORMANCE AND ENERGY-EFFICIENCY RATING DISCLOSURE. In accordance with Section 553.996, Florida Statutes, a Buyer of real property with a building for occupancy located thereon shall be provided with written notification that the Buyer may have the building's energy-efficiency rating determined upon request of the prospective Buyer, in writing, at the time of, or prior to, the Buyer's execution of the contract for sale and purchase. The Buyer shall be provided with a copy of an information brochure prepared

and provided at no cost by the Department of Community Affairs Codes and Standards Office. Any cost associated with determining the building's energy-efficiency rating will be at Buyer's expense. The undersigned Buyer hereby acknowledges that they have received a copy of the above-referenced information brochures and voluntarily waive the request for an energy-efficiency rating.

24. INTERFERENCE. Buyer agrees not to interfere with the workmen on the construction site where the Unit is located. Any questions regarding construction shall be directed to Seller's Sales Department. Buyer will not hire or employ any contractors, subcontractors or other persons, firms or corporations to do work in or on the Unit until after the Closing, unless Buyer obtains Seller's prior written consent, which consent can be withheld in Seller's sole discretion. Buyer and all agents of Buyer are prohibited from entering the construction site or the Unit, all of which are restricted areas, prior to closing without the prior written consent of Seller which consent can be withheld in Seller's sole discretion. A breach of this provision shall be deemed a default under this Agreement, and Seller shall have all rights and remedies permitted under paragraph 10 of this Agreement.

25. SELLER'S AUTHORIZATION. Buyer hereby authorizes Seller, as Seller deems necessary, to record among the Public Records of Lee County, Florida, such documents and instruments as are required to be filed under the laws of the State of Florida in order to create and maintain the Condominium. Seller reserves the right to make changes in any such Condominium Documents as Seller, governmental authorities having jurisdiction over the property, title insurance companies, or Seller's construction and mortgage lenders require or deem necessary, provided the changes do not materially alter the boundaries of the Unit, change the size of the Common Elements to the prejudice of Buyer, decrease Buyer's share in the Common Surplus or increase Buyer's share in the Common Expenses, or otherwise materially affect the right of Buyer or the value of the Unit. Seller will provide to Buyer copies of any amendments made to the Condominium Documents, and Buyer will have all rights contained in Chapter 718 of the Florida Statutes to cancel this Agreement (by delivering written notice to Seller of such cancellation) and receive a refund of its deposits, thereby relieving Seller of all obligations under this Agreement. Notwithstanding the foregoing sentence, Seller is specifically authorized to substitute final as-built surveys for the plot plans contained in the Condominium Documents, and such substitution shall not be deemed to be either material or adverse.

26. INSPECTION PRIOR TO CLOSING. At a date and time selected by Seller prior to Closing, Buyer shall have the duty to inspect the Unit in Seller's presence to determine whether Buyer objects to any materials or workmanship on the grounds that they are not in accordance with prevailing construction standards. Buyer and Seller shall execute a "punchlist" of uncompleted items or defects in workmanship or materials which Seller agrees were not performed in accordance with prevailing construction standards, and Seller agrees to correct these items within a reasonable period of time after Closing. Any objections as to materials or workmanship or failure by Buyer to inspect the Unit prior to Closing shall not be grounds for any escrows or holdbacks of closing funds, nor for delaying or imposing any conditions upon Closing. At such time as the agreed punch list work has been performed, it shall be deemed conclusive that Seller's obligations have been fulfilled and any additional items shall be the responsibility of the Buyer. Failure of the Buyer to conduct the inspection and complete and sign the punch list of inspection items by the date established herein shall be deemed to be conclusive evidence of Buyer's acceptance of the Unit "AS IS" and a complete waiver of all objections to defects in workmanship or materials. This shall not be deemed to be a waiver of any warranties provided to the Buyer by law.

27. WAIVER OF JURY TRIAL. SELLER AND BUYER HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT ANY OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT AND ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HEREWITH OR UNDER THE DECLARATION OF CONDOMINIUM OR ANY EXHIBITS THERETO, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY. THIS PROVISION IS A MATERIAL INDUCEMENT FOR SELLER ENTERING INTO THIS AGREEMENT.

_____ _____

Seller's Initials Buyer's Initials

28. DISCLOSURE. FLORIDA LAW CONTAINS IMPORTANT REQUIREMENTS YOU MUST FOLLOW BEFORE YOU MAY FILE A LAWSUIT FOR DEFECTIVE CONSTRUCTION AGAINST A CONTRACTOR, SUBCONTRACTOR, SUPPLIER, OR DESIGN PROFESSIONAL FOR AN ALLEGED CONSTRUCTION DEFECT IN YOUR HOME. SIXTY DAYS BEFORE YOU FILE YOUR LAWSUIT, YOU MUST DELIVER TO THE CONTRACTOR, SUBCONTRACTOR, SUPPLIER, OR DESIGN PROFESSIONAL A WRITTEN NOTICE OF ANY CONSTRUCTION CONDITIONS YOU ALLEGE ARE DEFECTIVE AND PROVIDE YOUR CONTRACTOR AND ANY SUBCONTRACTORS, SUPPLIERS, OR DESIGN PROFESSIONALS THE OPPORTUNITY TO INSPECT THE ALLEGED CONSTRUCTION DEFFECTS AND MAKE AN OFFER TO REPAIR OR PAY FOR THE ALLEGED CONSTRUCTION DEFECTS. YOU ARE NOT OBLIGATED TO ACCEPT ANY OFFER MADE BY THE CONTRACTOR OR ANY SUBCONTRACTORS, SUPPLIERS, OR DESIGN PROFESSIONALS. THERE ARE STRICT DEADLINES AND PROCEDURES UNDER FLORIDA LAW.

29. **STATUTORY CANCELLATION. THIS AGREEMENT IS VOIDABLE BY BUYER BY DELIVERING WRITTEN NOTICE OF THE BUYER'S INTENTION TO CANCEL WITHIN FIFTEEN (15) DAYS AFTER THE DATE OF EXECUTION OF THIS AGREEMENT BY THE BUYER, AND RECEIPT BY BUYER OF ALL OF THE ITEMS REQUIRED TO BE DELIVERED TO HIM BY THE DEVELOPER UNDER SECTION 718.503, *FLORIDA STATUTES*. THIS AGREEMENT IS ALSO VOIDABLE BY BUYER BY DELIVERING WRITTEN NOTICE OF THE BUYER'S INTENTION TO CANCEL WITHIN FIFTEEN (15) DAYS AFTER THE DATE OF RECEIPT FROM THE DEVELOPER OF ANY AMENDMENT WHICH MATERIALLY ALTERS OR MODIFIES THE OFFERING IN A MANNER THAT IS ADVERSE TO THE BUYER. ANY PURPORTED WAIVER OF THESE VOIDABILITY RIGHTS SHALL BE OF NO EFFECT. BUYER MAY EXTEND THE TIME FOR CLOSING FOR A PERIOD OF NOT MORE THAN FIFTEEN (15) DAYS AFTER THE BUYER HAS RECEIVED ALL OF THE ITEMS REQUIRED. BUYER'S RIGHT TO VOID THIS AGREEMENT SHALL TERMINATE AT CLOSING.**

IN WITNESS WHEREOF, the Buyer and Seller have each affixed their signatures as of the day and year first above written.

ANY PAYMENT IN EXCESS OF TEN PERCENT (10%) OF THE PURCHASE PRICE MADE TO DEVELOPER PRIOR TO CLOSING PURSUANT TO THIS AGREEMENT MAY BE USED FOR CONSTRUCTION PURPOSES BY THE DEVELOPER.

WITNESSES:

_____
Name:_____

_____
Name:_____

_____
Name:_____

_____
Name:_____

_____
Name:_____

_____
Name:_____

BUYER:

_____
Name:_____

_____
Name:_____

SELLER:

PARKER HUNTERS RIDGE, LLC, a Florida limited liability company

By:_____
Name:_____
Title:_____

(Corporate Seal)

EXHIBIT 6

ESCROW AGREEMENT

PHEASANT HOLLOW AT HUNTERS RIDGE, A CONDOMINIUM

ESCROW AGREEMENT

THIS AGREEMENT is entered into this 25th day of February, 2005, by and between PARKER HUNTERS RIDGE, LLC, a Florida limited liability company, hereafter referred to as Developer, and SQUIRE, SANDERS & DEMPSEY L.L.P., an Ohio limited liability partnership, hereafter referred to as Escrow Agent.

WITNESSETH:

WHEREAS, the Developer intends to develop a certain condominium project known as Pheasant Hollow at Hunters Ridge, a Condominium ("Pheasant Hollow"), located in Lee County, Florida; and

WHEREAS, the Developer intends to enter into Agreements for Purchase and Sale ("Contracts") or ("Purchase Agreements") with prospective purchasers of units in Pheasant Hollow, with payments on account of the purchase price to be made to the Escrow Agent to be held and disbursed according to the provisions of this Agreement; and

WHEREAS, Escrow Agent is agreeable to the above; and

WHEREAS, the parties wish to define their respective rights and obligations.

NOW, THEREFORE, it is agreed as follows:

1. To the extent required by the Contracts, Developer shall deliver to the Escrow Agent all deposit funds received from various purchasers along with true copies (showing execution) of all contracts under which those funds have been paid. The Escrow Agent's address is 201 N. Franklin Street, Suite 2100, Tampa, Florida 33602.

2. The Escrow Agent shall acknowledge to the purchaser, in writing, receipt of the deposit.

3. The Escrow Agent shall receive the funds and hold them in accordance with the contracts, depositing them, when permitted by law or by agreement, in savings or time deposits in institutions insured by an agent of the United States or investing them in securities of the United States or any of its agencies, with the interest to be credited to the party entitled to receive the deposited funds. The Escrow Agent shall not be deemed to have received funds paid by check until final clearance of the check.

4. The escrowed funds shall be held by the Escrow Agent in accordance with the Purchase Contracts and in accordance with the applicable Florida Statutes and Rules and shall be released to the Developer upon the following events:

(a) Upon closing of title to the unit to which the deposit relates, the deposit shall be paid to the Developer upon receipt by the Escrow Agent of a closing statement or other verification signed by the purchaser or his attorney or authorized agent. No disbursement shall be made under this paragraph if prior to the disbursement, the Escrow Agent receives from purchaser written notice of a dispute between the purchaser and the Developer.

(b) A default by the purchaser under the terms of the Purchase Contract may entitle the Developer to any funds deposited under the Purchase Contract upon the happening of the following events:

(i) Developer certifies in writing that a purchaser whose funds are being held hereunder has defaulted under the terms of the Purchase Contract; and

(ii) Specifies and describes the nature of the default; and

(iii) Certifies that the purchaser is not any longer legally entitled to rescind the Purchase Contract; and

(iv) Notifies the purchaser in writing of purchaser's default; and

(v) Furnishes Escrow Agent with evidence of such notice; then

the Escrow Agent shall thereafter treat all funds of said purchaser then held by the Escrow Agent on account of the Purchase Contract in default as funds of the Developer and shall forthwith pay such funds to the Developer and deliver the interest credited thereon to the Developer.

5. A purchaser shall be entitled to a return of the deposit and Escrow Agent shall pay said funds to the purchaser in accordance with the terms hereof upon receipt of a written demand from the purchaser and receipt of written notice from the Developer that the purchaser has lawfully terminated the Purchase Contract and is entitled to a return of the deposit.

6. At the time of the closing of the purchase upon which any deposit has been made, the interest earned on said deposit shall be paid to the purchaser as long as purchaser is not in default under the Purchase Contract.

7. Pursuant to the provisions of the Purchase Contract, any funds in excess of ten percent (10%) of the purchase price received by the Escrow Agent shall held in a special escrow account and shall be released to the Developer, upon written request from the Developer, to be used in the actual construction and development of the property. However, no portion of the funds may be used for salaries, commissions, or expense of salesmen or for advertising purposes.

8. The Escrow Agent may justifiably rely upon any writing or instrument or signature which it, in good faith, believes to be genuine; may assume the validity and accuracy of any statement or assertion contained in such writing or instrument; and may assume that any

person purporting to give any writing, notice, advice or instruction in connection with the provisions hereof, has been duly authorized to do so. The Escrow Agent shall not be liable in any manner for the sufficiency or correctness as to form, manner of execution, or validity of any written instructions delivered to it; nor as to the identity, authority, or rights of any person executing the same. The Escrow Agent undertakes to perform only such duties as are expressly set forth herein, and no implied duties or obligations shall be read into this Escrow Agreement against the Escrow Agent. Upon the Escrow Agent's disbursing the deposit of a purchaser in accordance with the provision hereof, the Escrow Agreement shall terminate with regard to that purchaser's deposit and Escrow Agent shall thereafter be released of all liability in connection therewith.

9. The Escrow Agent shall have full and complete authorization and protection for any action taken or suffered by it hereunder in good faith and shall otherwise not be liable for any mistake of fact or error of judgment, or for any acts or omissions of any kind unless caused by its willful misconduct or gross negligence. Developer agrees to indemnify and hold the Escrow Agent harmless from any claims, demands, causes of action, liability, damages or judgments, including the cost of defending any action against it, together with any reasonable attorneys fees incurred therewith in connection with Escrow Agent's undertaking pursuant to the terms and conditions of this Escrow Agreement, unless the same is the result of the willful misconduct or gross negligence of the Escrow Agent.

10. In the event of a disagreement about the interpretation of this Agreement, or about the rights and obligations or the propriety of any action contemplated by the Escrow Agent hereunder, Escrow Agent may, in its sole discretion, file an action in interpleader to resolve the said disagreement. Escrow Agent shall be indemnified and held harmless by Developer for all costs, including reasonable attorneys' fees, in connection with the aforesaid interpleader action.

11. The Escrow Agent shall have the right to resign by giving written notice of its intent to resign to the Developer and to all parties for whom Escrow Agent is holding funds. Within seven (7) days after receipt of such notice, Developer shall appoint a Successor Escrow Agent and notify Escrow Agent of that appointment. Developer shall also notify all parties for whom Escrow Agent is holding funds of the name and address of the Successor Escrow Agent. Upon receipt of the notice of the appointment of a Successor Escrow Agent, Escrow Agent shall deliver all escrowed funds together with copies of all Purchase Agreements or other documentation under which the funds are held to the Successor Escrow Agent and upon delivery shall be relieved of all responsibility relating to them, except for acts or omissions of Escrow Agent occurring prior to such delivery.

12. This Agreement shall be expressly incorporated by reference into all purchase agreements between Developer and prospective purchasers.

13. This Escrow Agreement represents the entire understanding between the parties with respect to the subject matter hereof and shall be binding upon the parties, their respective successors and assigns.

14. This Escrow Agreement may be executed in counterparts and facsimile signatures shall be deemed binding and as originals.

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

Witnesses:

Carol L. Wirebaugh

PARKER HUNTERS RIDGE, LLC, a Florida limited liability company

By: _____

Its: VICE PRESIDENT

"DEVELOPER"

Witnesses:

Megan Prouty

SQUIRE, SANDERS & DEMPSEY L.L.P., an Ohio limited liability partnership

By: _____

Its: Partner

"ESCROW AGENT"

EXHIBIT 7

QUESTION AND ANSWER SHEET

FREQUENTLY ASKED QUESTIONS AND ANSWERS SHEET

PHEASANT HOLLOW
CONDOMINIUM ASSOCIATION INC.
As of October 22, 2004

Q: 1. What are my voting rights in the condominium association?

A: Association members are entitled to one (1) vote for each Unit owned by them. Please refer to Article II, Section 2, of the By-Laws.

Q: 2. What restrictions exist on my right to use my unit?

A: Use restrictions include residential use, minors, pets, nuisance, parking, antennas and signs, access, stairs and halls, common elements, garbage, fire hazards, leasing and association. Please refer to Section 12 of the Declaration of Condominium.

Q: 3. What restrictions exist on the leasing of my unit?

A: All leases of Units must be approved by the Board of Directors, and a review fee may be charged. No Unit may be leased for a period less than thirty (30) days. For additional information, please refer to Section 14 of the Declaration of Condominium.

Q: 4. How much are my assessments to the Condominium Association for my unit type, and when are they due?

A: For January 1, 2005, through December 31, 2005: annual assessments are $2,807.68 per Unit, without reserves; and annual assessments are $3,097.72 per Unit, with reserves. Assessments are due quarterly. For January 1, 2005, through December 31, 2005: quarterly assessments are $701.92 per Unit, without reserves; and quarterly assessments are $774.43 per Unit, with reserves. Reserves are waived for 2005 and 2006.

Q: 5. Do I have to be a member in any other association? If so, what is the name of the association, and what are my voting rights in this association? Also, how much are my assessments?

A. All Unit Owners in Pheasant Hollow at Hunters Ridge, a Condominium, must also be members of Hunters Ridge Community Association, Inc. ("Master Association"). Each Unit Owner in, Pheasant Hollow at Hunters Ridge, a Condominium, is entitled to one (1) vote in the Master Association. Master Association annual assessments are $600.00 for the year 2005, without reserves.

Q: 6. Am I required to pay rent or land use fees for recreational or other commonly used facilities? If so, how much am I obligated to pay annually?

A: No.

Q: 7. Is the Condominium Association or other mandatory membership association involved in any court cases in which it may face liability in excess of $100,000? If so, identify each such case.

A: No.

NOTE: THE STATEMENTS CONTAINED HEREIN ARE ONLY SUMMARY IN NATURE. A PROSPECTIVE PURCHASER SHOULD REFER TO ALL REFERENCES, EXHIBITS HERETO, THE SALES CONTRACT AND THE CONDOMINIUM DOCUMENTS.

EXHIBIT "7" TO THE PROSPECTUS

EXHIBIT 8

EVIDENCE OF DEVELOPER'S INTEREST IN LAND

Purchase Agreement
(Hunters Ridge)

This Purchase Agreement is entered into this 3rd day of ~~August~~ September, 2003, by and between **BBA Development Corp.**, a Florida corporation (referred to herein as "Seller") and **Parker Hunters Ridge, LLC**, a Florida limited liability company (referred to herein as "Purchaser").

Preliminary Statement:

Seller is the developer of a residential community known as Hunters Ridge, in Lee County, Florida. Seller desires to sell and convey ~~all remaining~~ one hundred forty five (145) residential lots, villa lots and condominium building sites within Hunters Ridge to Purchaser. Purchaser is willing to purchase ~~all remaining~~ one hundred forty five (145) residential lots, villa lots and condominium building sites within Hunters Ridge from Seller, for the price and in accordance with the terms and conditions set forth below.

Now therefore, for and in consideration of the mutual covenants and promises hereinafter contained, the parties have agreed, as follows:

1. **Definitions.** In addition to the terms defined in the Preliminary Statement, the following terms shall be defined, as follows:

   (a) "Agreement" shall mean this Purchase Agreement between Seller and Purchaser.

   (b) "Closing" shall mean the conveyance of title to a Lot, Villa Lot or Condominium Building Site from Seller to Purchaser pursuant to the terms of this Agreement.

   (c) "Closing Date" shall mean the date designated for each Closing, as set forth in Section 8 of this Agreement.

   (d) "Condominium Building Site" shall mean each of the condominium building sites within Hunters Ridge to be acquired by Purchaser pursuant to the terms of this Agreement.

   (e) "Condominium Unit" shall mean an individual condominium unit within the building to be constructed by Purchaser on the Condominium Building Site.

   (f) "Deposit" shall mean the money placed by Purchaser in escrow pursuant to the provisions of Section 4(a) of this Agreement, together with any interest earned thereon.

(g) "Escrow Agent" shall mean the law firm of Bolaños Truxton, P.A., whose address is 12800 University Drive, Suite 350, Ft. Myers, Florida 33907.

(h) "Effective Date" shall mean the date that this Agreement has been fully executed by Seller and Purchaser.

(i) "Governmental Approvals" shall mean all licenses, permits, zoning resolutions, development orders and other approvals issued or to be issued by Governmental Authority with respect to the Property.

(j) "Governmental Authority" shall mean any federal, state or local governmental agency or department having jurisdiction over the Property, and whose approval is necessary for the development of the Project.

(k) "Governmental Requirements" shall mean all statutes, ordinances, regulations, permits, approvals or other requirements of Governmental Authorities.

(l) "Hunters Ridge" shall mean the residential community situated in a portion of Section 6, Township 48 South, Range 26 East, Lee County, Florida.

(m) "Lot" shall mean each of the residential single-family lots within Hunters Ridge to be acquired by Purchaser pursuant to the terms of this Agreement.

(n) "Master Association" shall mean Hunters Ridge Community Association, Inc.

(o) "Master Declaration" shall mean the Master Declaration of Covenants, Conditions and Restrictions for Hunters Ridge, as recorded in Official Records Book 2003 at Page 4209 of the Public Records of Lee County, Florida.

(p) "Neighborhoods" shall mean the real property within a Tract of Hunters Ridge that is governed by a Neighborhood Association.

(q) "Neighborhood Association" shall mean a homeowners association, other than the Master Association, formed to operate the common areas within a Neighborhood.

(r) "Neighborhood Covenants" shall mean any and all covenants, conditions, restrictions, and other provisions imposed by recorded instrument applicable to the Neighborhood only including but not limited to the Master Declaration of Covenants, Conditions and Restrictions for Hunters Ridge, dated and recorded July 18, 1988 in Official Records Book 2003, at

Page 4209, of the Public Records of Lee County, Florida. Seller shall provide Purchaser with a copy of any additional Neighborhood Covenants within fifteen (15) days after the Effective Date of this Agreement for Purchaser's review and approval. (***Informational Note:*** On request of Purchaser, Seller shall allow Purchaser to form a separate Neighborhood Association and file separate Neighborhood covenants governing the use and maintenance of the Property from time to time Purchased by Purchaser, provided, however, no maintenance fees for any particular Lot shall be payable to either the Master Association or any Neighborhood Association until such time as the Purchaser sells the Property to Purchaser's Customer.

(s) "Permitted Exceptions" shall mean: (i) real estate taxes and assessments for the year of Closing and subsequent years; (ii) Governmental Requirements provided that they do not prohibit Purchaser's intended use of the Property as contemplated by this Agreement; (iii) those specific exceptions to title set forth on Exhibit "C" hereto; and (iv) such other exceptions to title as Purchaser may, in its sole discretion, agree to accept.

(t) "Project" shall mean Hunters Ridge.

(u) "Property" shall mean the Lots, the Villa Lots and the Condominium Building Sites, together with all right, title and interest in any easements or other appurtenances thereto.

(v) "Purchase Price" shall mean the purchase price for each Lot, Villa Lot and Condominium Building Site as stated in Section 3 of this Agreement.

(w) "Purchaser's Customer" shall mean a third-party customer who is purchasing a Residence constructed by Purchaser on a Lot, Villa Lot or Condominium Unit within Hunters Ridge.

(x) "Residence" shall mean a single-family residence or condominium unit to be constructed by Purchaser on a Lot, Villa Lot or Condominium Building Site within Hunters Ridge.

(y) "Title Commitment" shall mean a commitment for an owner's title insurance policy to be issued to Purchaser by the Title Company.

(z) "Title Company" shall mean Heritage Title or other title insurance company acceptable to Purchaser.

(aa) "Title Defect" shall mean an exception to title disclosed by the Title Commitment, other than a Permitted Exception.

(bb) "Villa Lot" shall mean each of the single-family villa lots within Hunters Ridge to be acquired by Purchaser pursuant to the terms of this Agreement.

DH 9/3/03

2. **Purchase and Sale.** Seller agrees to sell, and Purchaser agrees to purchase ~~all~~ one hundred forty five (145) available inventory of Lots, Villas Lots and Condominium Building Sites within Hunters Ridges, in one or more Closings during the term of this Agreement, as follows:

(a) Seventeen (17) Lots in Tract A (Arbor Cove);

(b) Thirty-five (35) Lots in Tract B (Blue Heron Pass);

(c) Forty-three (43) Villa Lots in Tracts C and D;

(d) Twenty (20) Villa Lots in Tract F (Fox Run);

(e) Three (3) Condominium Building Sites, which will accommodate a total of sixteen (16) Condominium Units, in Tract G (Grand Pines Condominium at Hunters Ridge); and

(f) Fourteen (14) Lots in the South Tract;

All as shown on the Site Plan attached as Exhibit "A" hereto, and as enumerated on the Schedule attached as Exhibit "B" hereto. In the event that any additional Lots, Villa Lots or Condominium Building Sites should become available, then Seller shall notify Purchaser, and this Agreement shall be amended to include such additional Property.

3. **Purchase Price.** The Purchase Price for the Property shall be, as follows:

(a) For the Lots in Tracts A and B, an amount equal to twenty (20%) percent of the Base Purchase Price (as hereinafter defined) of the Residence to be constructed by Purchaser on the Lot, but in no event less than Sixty Five Thousand and No/100 ($65,000.00) Dollars. The Base Purchase Price shall be the total purchase price payable by Purchaser's Customer for a Residence, including the cost of the Lot, but not including the value of any pool or spa package, or any extras, options or upgrades. In the event of a spec or model home, the Base Purchase Price shall be the base list price in effect as of the date that construction begins for the spec or model home to be constructed by Purchaser, but shall be subject to post-closing adjustment based upon the actual Base Purchase Price upon a subsequent sale of the spec home or model to Purchaser's Customer.

(b) For the Villa Lots in Tracts C and D:

(1) Thirty-Six Thousand Five Hundred and No/100 ($36,500.00) Dollars for the first twenty-three (23) Villa Lots; and

(2) Forty-Three Thousand One Hundred and No/100 ($43,100.00) Dollars for all remaining Villa Lots. (twenty) (20) DH 9/3/03

(c) For the Villa Lots in Tract F (Fox Run):

(1) Thirty Two Thousand Five Hundred and No/100 ($32,500.00) Dollars for the first ten (10) Villa Lots; and

(2) Thirty Five Thousand Five Hundred and No/100 ($35,500.00) Dollars for all remaining Villa Lots. (ten) (10) DH 9/3/03

(d) For the Condominium Building Sites, an amount equal to Nineteen Thousand and No/100 ($19,000.00) Dollars per Condominium Unit to be constructed thereon.

(e) For the Lots in the South Tract, an amount equal to Fifty Thousand and No/100 ($50,000.00) Dollars per Lot.

4. **Payment of Purchase Price.** The Purchase Price for the Property shall be payable, as follows:

(a) Within three (3) business days after the Effective Date of this Agreement, Purchaser shall deposit One Thousand and No/100 ($1,000.00) Dollars with the Escrow Agent to serve as the Deposit and to secure Purchaser's obligation to purchase the Property. The Deposit shall be held by Escrow Agent in a non-interest bearing account with a commercial bank doing business in the State of Florida. The Deposit shall be applied against the Purchase Price of the final Lot, Villa Lot or Condominium Building Site to be acquired by Purchaser hereunder.

(b) Purchaser shall, at each Closing, execute and deliver to Seller a Promissory Note, secured by a Purchase Money Mortgage, for the entire Purchase Price of the Lot(s), Villa Lot(s) or Condominium Building Site(s), subject to prorations and adjustments as set forth herein. The Promissory Note shall be due and payable, in full, on the earlier of: (i) the conveyance of title to the Lot, Villa Lot or Condominium Unit to Purchaser's Customer; or (ii) one (1) year after the issuance of the certificate of occupancy for the Residence to be constructed thereon. The Promissory Note shall be interest-free. The Mortgage shall be non-recourse, but shall be personal to Purchaser and shall contain a provision for a due-on-sale clause. Purchaser shall be entitled to a partial release of individual Lots, Villa Lots or Condominium Units upon payment to Seller of the Purchase Price attributable to each Lot, Villa Lot or Condominium Unit. The Promissory Note and Purchase

Money Mortgage shall otherwise contain terms and provisions consistent with commercial mortgages in Lee County, Florida.

(c) Seller agrees to subordinate each Purchase Money Mortgage to a First Mortgage in favor of a third-party lender for construction purposes. Although this provision shall be self-operative, Seller shall, at Purchaser's request, execute and deliver a Subordination Agreement in the form and content required by Purchaser's lender. Any default in the First Mortgage shall also constitute a default in the Purchase Money Mortgage.

5. **Inspection Period.** Purchaser acknowledges that it has made a personal inspection of the Property prior to signing this Agreement. Subject only to the specific requirements imposed on Seller by the terms of this Agreement, and to the representations and warranties set forth below, Purchaser shall purchase the Property in its current "as is" condition.

6. **Title.**

(a) Seller agrees to convey good and marketable fee simple title to the Property to Purchaser, at each Closing, free and clear of all mortgages, liens, claims and other encumbrances, subject only to the Permitted Exceptions. Within fifteen (15) days after the Effective Date of this Agreement, Seller shall obtain and deliver to Purchaser a Title Commitment covering all of the Property, together with copies of any exceptions to title referenced therein. Purchaser shall then have a period of fifteen (15) days within which to examine the Title Commitment and to advise Seller of the existence of any Title Defects. In the event that Purchaser does not timely notify Seller of the existence of any Title Defects, then Purchaser shall be deemed to have accepted the condition of title as set forth in the Title Commitment.

(b) Upon receipt from Purchaser of a notice of Title Defects, Seller shall use commercially reasonable efforts to remove any Title Defects set forth in the notice. If Seller is unsuccessful in removing the Title Defect within thirty (30) days, then Purchaser shall have the option of either: (i) accepting the title in its then existing condition; (ii) terminating this Agreement in which event Purchaser shall be entitled to an immediate and unqualified refund of the Deposit; or (iii) extending the cure period for such additional time as the parties may mutually agree may be required to remove the Title Defect.

(c) Seller shall provide Purchaser with an endorsement to the Title Commitment at least ten (10) days in advance of each Closing for the purpose of updating the status of title to the Lot, Villa Lot or Condominium Building to be acquired by Purchaser at that Closing. In the event that the endorsement reflects the existence of any additional exceptions to title that would constitute Title Defects, then Purchaser shall so notify Seller within five (5) days after receipt of the endorsement. Seller shall then have thirty

(30) days to remove any additional Title Defects, and if Seller is unsuccessful in removing them within said time, then Purchaser shall have the options set forth in subsection (b) above.

7. **Survey.** Purchaser shall have the right, in advance of each Closing, to obtain a current survey of the Property, prepared by a licensed surveyor. Any encroachment of any improvements upon the land, any boundary disputes or violation of any easements, setback requirements or other covenants revealed by the survey shall be treated as a Title Defect as provided in Section 6 of this Agreement.

8. **Closing.** Closing shall occur in one or more transactions prior to the commencement by Purchaser of construction upon each Lot, Villa Lot or Condominium Building Site. Each Closing shall occur within ten (10) days after delivery by Purchaser to Seller of a notice of Closing identifying the specific Lot(s), Villa Lot(s) or Condominium Building Site(s) to be acquired by Purchaser at that Closing; provided that: (i) Seller's representations and warranties as set forth in this Agreement are true and correct; and (ii) title to the Property is in the condition it is required to be in as of the Closing Date. Closing shall be held at such location as may be designated by Purchaser in Lee or Collier County, Florida. The exact date and time of Closing shall be mutually agreed upon between the parties. Risk of loss and possession shall be transferred at completion of the Closing.

9. **Closing Documents.**

(a) At each Closing, Seller shall execute and/or deliver to Purchaser the following documents:

(1) A Special Warranty Deed conveying title to the Lot(s), Villa Lots or Condominium Building Site(s) to Purchaser free and clear of all mortgages, liens, claims and other encumbrances and subject only to the Permitted Exceptions;

(2) An Affidavit, in form and content acceptable to the Title Company, reciting that there are no contractor's, materialmen's or laborer's liens against the Property; that there have been no improvements, alterations or repairs to the Property within the past ninety (90) days for which the costs thereof remain unpaid; that the Property is free and clear of all liens, taxes, encumbrances and claims whatsoever, with the exception of real estate taxes for the year of Closing; that affiant has received no notice of any violations of county or municipal ordinances pertaining to the Property and that there are no other parties in possession;

(3) A standard FIRPTA affidavit in the form required by the Title Company;

(4) A standard "gap" affidavit in the form required by the Title Company;

(5) A Subordination Agreement, as contemplated by Section 4(c) of this Agreement;

(6) A Closing Statement setting forth the prorations, adjustments and closing expenses;

(7) Such other and further documents as may be required by the Title Company or which may reasonably be requested by Purchaser to consummate the transaction in accordance with the provisions of this Agreement.

(b) At the Closing, Purchaser shall execute and/or deliver to Seller the following documents:

(1) The Promissory Note and Purchase Money Mortgage, as contemplated by Section 4(b) of this Agreement;

(2) A Closing Statement setting forth the prorations, adjustments and closing expenses;

(3) Such other and further documents as may be required by the Title Company or which may reasonably be requested by Purchaser to consummate the transaction in accordance with the provisions of this Agreement.

10. Closing Expenses.

(a) At Closing, the parties shall share equally in the following expenses: documentary stamps, including any surtax, applicable to the Deed; and the title insurance premium for an owners policy of title insurance calculated at the minimum promulgated rate;

(b) At Closing, Seller shall pay the following expenses: the cost of recording any mortgage releases and corrective instruments.

(c) At Closing, Purchaser shall pay the following expenses: the cost of recording the Deed; documentary stamps and intangible taxes on and the costs of recording of the Purchase Money Mortgage and any costs associated with Purchaser's financing.

11. **Real Estate Taxes, Assessments and Other Prorations.**

(a) Real property taxes and assessments for the Property shall be prorated as of the date that Purchaser conveys title to Purchaser's Customer based upon the current year's tax with due allowance made for the maximum allowable discount and exemptions if allowed for said year. If the current year's assessment is not available, then taxes will be prorated based upon the tax assessment for the immediately preceding year, with due allowance made for the maximum allowable discount and exemptions if allowed for said year. The tax proration shall be subsequently readjusted upon receipt of the actual tax bill within thirty (30) days after written request of either party hereto.

(b) Certified governmental liens or special assessment liens, if any, in effect as of the date that Purchaser conveys title to Purchaser's Customer will be paid by Seller. Pending governmental liens, if any, will be assumed by Purchaser's Customer, unless the improvement for which the lien has been levied has been substantially completed as of the date that Purchaser conveys title to Purchaser's Customer, in which event Seller shall pay for such pending liens.

(c) Assessments payable to the Neighborhood Association and the Master Association shall be prorated as of the date that Purchaser conveys title to Purchaser's Customer.

(d) The provisions of this Section 11 shall survive the Closing and delivery of the Deed.

12. **Term.** This Agreement shall continue for a term of one (1) year and shall automatically renew each year thereafter so long as Purchaser has maintained a construction volume of at least forty-five (45) Residences completed or under construction in the previous twelve (12) months.

13. **Exclusive Builder.** Provided that Purchaser complies with its obligations under this Agreement, and so long as this Agreement remains in effect, Purchaser shall be the exclusive builder within Hunters Ridge.

14. **Sales and Marketing.** Purchaser shall be responsible for its own sales and marketing, and for payment of any commissions due to Purchaser's sales representatives. Seller and Purchaser shall cooperate with each other to develop a marketing program for the community; provided, however, that Seller shall be responsible for community advertising and related costs. Seller shall provide Purchaser with suitable space to display Purchaser's product within the existing sales center, at no charge to Purchaser. Seller will also provide office space for sales and use of (some) office equipment to run a sales center at no charge. Seller agrees to market the community and golf course and to continue to pay for all billboard

9/3/03

that are currently in existence during the term of this Agreement. Seller agrees to participate in any marketing by Purchaser that benefits the Golf Club, but such participation must be approved in advance by Seller.

15. **Community Facilities**. The Seller and/or the Master Association owns or has an obligation to maintain the gate house, primary roads and certain common areas and water management areas within Hunters Ridge. The roads, common areas and certain water management facilities are available for use by the Purchaser after closing on the Property, in accordance with and subject to the Master Declaration and Neighborhood Covenants. There are other facilities or recreational facilities which are available for use by Purchasers upon payment of additional membership fees, in connection with the purchase of dwelling units.

16. **Association Budgets**. As a condition of ownership of residential units on the Property, membership in the Master Association is mandatory. There are currently two classes of Membership, Social Membership and Golf Membership. Purchaser shall not resell any completed dwelling units without requiring the payment by the end purchaser of the then applicable membership fee. In addition, there are regular assessments due and payable by Members to the Master Association. Currently, the monthly assessment for the Master Association is $__ _____ per unit. ~~Social membership is included as part of the membership in the Master Association.~~ Purchaser shall have the right to establish an additional Neighborhood Association and implement additional Neighborhood Covenants, provided the same shall be subject to Seller's review and approval. AH 9/3/03

17. **Design Review Process**.

(a) Purchaser acknowledges that construction of any improvements on the Property must be done in accordance with the Master Declaration and Neighborhood Covenants and must be approved by the Architectural Review Board of the Master Association. Seller has created a quality community within Hunters Ridge and that Seller will maintain high standards for aesthetic values when considering any plans, specifications or applications, whether or not defined herein, submitted by Purchaser for approval. Further, once construction is commenced, work must progress in a diligent manner until completed.

(b) Purchaser shall not procure a Lee County building permit for construction of improvements on a Lot, a Villa Lot or a Condominium Building Site until the Architectural Review Board has reviewed and approved the Construction Plans and Specifications for such improvements.

(c) Purchaser understands that the approval of any plans (regardless of type and whether deemed hereunder) is to assure satisfaction of Seller's aesthetic design purposes and compliance with the Master Declaration and Neighborhood Covenants. Further, the approval by the Architectural

Review Board does not address or constitute a guarantee of the engineering or technical merits of the plans, nor does it certify compliance with applicable building codes, fire safety requirements or other governmental regulations, but is intended solely for Seller's purposes.

(d) Purchaser shall be entitled to at least one (1) seat on the Architectural Review Board of the Master Association and any Architectural Review Board of the Neighborhood Associations.

(e) Purchaser agrees to contract directly with the utility companies, including without limitation, Florida Power & Light, ~~Media One Cable~~ Comcast, and ~~United~~ Sprint Telephone for individual home site connection services and to pay directly to the utility companies any and all charges and fees, including connection charges and tap fees. DH 9/3/03

(f) Purchaser acknowledges and agrees to the following with respect to landscaping for the Project:

(1) Seller has landscape plans which among other things are used for the landscaping of streets and roads within Hunters Ridge;

(2) Purchaser shall be responsible for installation of all landscaping on the Property and from the edge of the Property to the edge of paving of abutting roads. Seller discloses that the existing Neighborhood Association is responsible for landscaping maintenance on the Lots; subject to Seller's reasonable approval, the foregoing landscaping maintenance responsibilities may be assigned by Purchaser to a separate Neighborhood Association to be formed by Purchaser.

18. **Construction Activities**.

(a) Purchaser shall be responsible for the repair and/or replacement of any existing landscaping and/or bike paths that Purchaser may damage and/or remove from the Property and/or right-of-way to the Property during construction of any improvements to the Property.

(b) Purchaser agrees that, during the construction of any improvements to the Property, Purchaser shall limit its construction traffic to the route(s) designated by Seller. Parking and storage of construction equipment and vehicles and the equipment and vehicles of construction personnel shall be in areas approved in writing by Seller. Seller agrees not to unreasonably impair Purchaser's development of the Project.

(c) Purchaser shall maintain the construction activities on Property in a reasonably attractive state, all sites shall be cleaned free of debris daily, with all construction waste deposited in appropriate containers,

particularly on weekends or holidays when active construction work is not ongoing, and, if necessary, shall provide screening and/or fencing acceptable to Seller.

(d) In the event Purchaser fails to commence construction within forty five (45) days of a lot purchase, subject to delay beyond Purchaser's reasonable control, Seller shall have the right, but not the obligation, to declare upon reasonable notice to the Purchaser, the balance of this Agreement null and void.

19. Signage.

(a) No temporary Project identification signage shall be installed or placed on the Property during the construction period by anyone without consent of the Seller, other than the Seller. Purchaser shall ensure that Purchaser's subcontractors and/or agents comply with the provisions of this section. Temporary Project identification signage during construction shall be limited to one sign, and such sign shall be subject to Seller's reasonable approval and all relevant Lee County sign ordinances, all as set forth in the attached signage policy. Signage shall contain only that information as approved by Seller in writing prior to being installed. Seller reserves the right to install permanent neighborhood signage, and/or entry statements to the different neighborhoods.

(b) In addition to any other right of enforcement, Seller through its designated employees and agents shall have the absolute right, (without any other process or procedure) to peaceably enter upon the Property, following ten (10) days notice to Purchaser, and remove any and all non-conforming signage.

(c) Purchaser acknowledges that Seller is the developer of Hunters Ridge and agrees not to use the words Hunters Ridge in any document, Agreement, or literature without the prior express written consent of the Seller. Purchaser further agrees that Seller has the right to review and approve all promotional material for the Purchaser's development prior to the distribution and use by Purchaser and no such material or advertisement shall be distributed or made without the prior written approval by Seller.

20. General Covenants, Neighborhood Covenants, Neighbor Covenants and Associations.

(a) The Property will be conveyed by Seller subject to the Master Declaration and the existing Neighborhood Covenants. Any additional Neighborhood Covenants shall be subject to Purchaser's approval and shall be recorded prior to the Deed to Purchaser. Seller shall deliver a copy of any proposed additional Neighborhood Covenants in substantially final form to

Purchaser for its review and approval not later than ten (10) days prior to the Closing date. Seller represents to Purchaser that a true, correct and complete copy of the Master Declaration and any amendments has been previously delivered to Purchaser.

(b) If Purchaser desires to submit any portion of the Property to a separate Neighborhood Association, Purchaser shall, prior to recordation of any Neighborhood Association documents, submit all documents relating thereto to Seller for its written approval. Purchaser shall not record protective covenants or restrictions or submit the Property to a Neighborhood Association unless and until Seller has given its written approval of the documents. Purchaser agrees that any covenants and restrictions imposed on the Property by Purchaser shall not be in conflict with or be intended to supersede the Master Declaration and/or any existing Neighborhood Covenants.

(c) Seller shall not adopt or consent to any further amendments to the Master Declaration or to any Neighborhood Covenants without the prior written consent of Purchaser.

21. **Special Provisions.**

(a) **Property Purchase Only – No rights in the Country Club:** The purchase of the Property does not include membership in Hunters Ridge Golf & Country Club (the "Country Club") or any right to use the Country Club Facility. The Country Club is a separate entity from Seller and from any homeowner-type associations within Hunters Ridge. Membership in the Country Club is by separate application and approval of such application by the Country Club in accordance with applicable club documents, together with payment of all applicable application and membership fees as the same may from time to time be adjusted. Seller agrees to make resident equity golf memberships available for purchase by end-users closing on the purchase of completed duplex units available for purchase hereunder.

(b) **Disclosure to End-Users:** Purchaser agrees to include the disclosure set forth above in all sales contracts to end-users and further represents and warrants that it shall not make any statements or representations regarding the availability of Country Club Memberships or use of Country Club Facilities unless the written approval of Seller has first been obtained.

(c) **Unit Sizes:** The parties agree that the Villas to be constructed will have a minimum gross area of not less than 1,300 square feet of air conditioned space. This provision shall survive the closing hereunder and shall be construed as a covenant running with the land. This provision may only be amended with the express written consent of the Seller.

(d) **Promotional Use of Golfing Facilities:** Seller agrees to allow the limited use of the Golf Course for marketing purposes, at a reduced fee to be mutually agreed upon.

22. **Representations and Warranties.**

(a) Seller hereby represents and warrants to Purchaser, that the following statements are true and correct:

(1) Seller is a limited liability company, duly authorized and validly existing under the laws of the State of Florida, with full power and authority to enter into this Agreement and to perform its obligations hereunder without the necessity of obtaining the joinder or consent of any third parties.

(2) The execution of this Agreement and the fulfillment of Seller's obligations hereunder shall not constitute or result in a breach of any term or provision of any existing mortgage, lease or other agreement affecting the Property or by which Seller may be bound;

(3) There are no lawsuits presently pending nor have any lawsuits been threatened concerning the Property, or any portion thereof, including Seller's performance of any of its obligations relating to the Property, or Seller's title or right to convey the Property or any portion thereof hereunder, nor has Seller any knowledge of any claims or liens existing or threatened against the Property or any portion thereof;

(4) Seller shall is in sole and undisputed possession of the Property and no other person or entity is entitled to possession of all or any portion of the Property;

(5) There are no leases, contracts, agreements, understandings or other obligations existing with respect to the Property, or any portion thereof, and no person, firm, corporation, or other entity has any right or option to acquire the Property, or any portion thereof;

(6) All Lots, Villa Lots and Condominium Building Sites have been platted and all subdivision improvements required by Lee County, Florida have been completed such that there is no impediment to Purchaser's ability to obtain a building permit for the construction of a Residence on each Lot, Villa Lot and Condominium Building. Without limitation of the foregoing, all utilities are available to each Lot, Villa Lot and Condominium Building Site, and have been accepted by the applicable utility company.

(7) All impact fees have been paid in full, with the exception of any standard impact fees payable upon the issuance of an individual building permit for the construction of a Residence upon each Lot, Villa Lot or Condominium Building Site.

(8) All hook-up or utility connection fees have been paid in full, except that Purchaser shall be responsible for payment of: (i) a sewer connection fee in the amount of $1,900 for each Residence to be paid to Hunter's Ridge Utility Company at the closing with Purchaser's Customer; and (ii) a water connection fee in the amount of $1,800 for each Residence to be paid to Bonita Springs Utility Company.

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(9) Seller knows of no conditions of the Property that would impede or interfere with Purchaser's intended construction upon the Property.

(10) All improvements on the Property have been constructed in accordance with all applicable Governmental Requirements;

(11) Seller knows of no subsurface condition that would affect or impair Purchaser's ability to construct a Residence upon each Lot, Villa Lot or Condominium Building Site.

(12) Seller has received no notice (either official or unofficial, written or verbal) and has no actual or constructive knowledge of any of the following:

(B) Any contemplated condemnation proceedings against the Property, or any portion thereof;

(C) Any current violations of any building, zoning or other Governmental Requirements affecting the Property, or any improvements thereon;

(D) Any fact or condition that would result in the termination or reduction of the current access from the Property to existing public streets or of any proposed road widening or other road construction activity within the vicinity of the Property, or that would result in the termination or reduction of any utility service to the Property;

(E) Any pending liens, increased assessments or tax rates, or any special assessments to be made against the Property by Governmental Authority, other than the notice of proposed or actual real estate taxes for the current year;

(F) Any use, storage or disposal on or about the Property of any hazardous or toxic substance or waste, or the presence of radon, asbestos and other hazardous or toxic substances on or about the Property.

(13) Seller is neither a "foreign person" nor "foreign corporation" as those terms are defined in the United States Internal Revenue Code, as amended, and Seller shall ratify this warranty by affidavit at the time of Closing.

(b) All of Seller's representations and warranties shall be true and correct as of the Closing Date, shall survive Closing, and shall be deemed ratified by Seller's act of Closing. From and after the Effective Date of this Agreement, and until Closing, Seller shall not take any action or make any admission, which would have the effect of violating any of the representations or warranties of Seller contained in this Agreement.

23. **Indemnification.** Seller shall indemnify Purchaser and hold and save Purchaser harmless of and from any and all loss, cost, damage, injury or expense (including attorney's fees and costs) arising out of or in any way related to: (i) any breach by Seller of the representations and warranties set forth in this Agreement; and (ii) any claims for injury to or death of persons, damage to property, contract liabilities, taxes, expenses or claims of any kind, whether direct or contingent, associated with the ownership, development or control of the Project or any portion thereof, excluding only any acts or omissions of Purchaser, its employees, agents and contractors. The provisions of this Section shall survive Closing and delivery of the Deed.

24. **Eminent Domain.** If all or any portion of the Property shall be taken through the exercise of the power of eminent domain prior to the Closing, then in such event, Purchaser shall have the option either to: (a) take title at the Closing without any abatement or adjustment in the Purchase Price, in which event Seller shall assign its rights in any condemnation award to Purchaser, or Purchaser shall receive the condemnation award from Seller if it is paid prior to the Closing Date by means of a credit against the cash to close and any excess shall be paid in cash to Purchaser at Closing; or (b) terminate this Agreement, in which event Purchaser shall be entitled to an immediate and unqualified refund of the Deposit, whereupon each party shall be released from any and all further obligations hereunder.

25. **Default by Purchaser.** If Purchaser fails to perform any of the covenants of this Agreement and/or fails to close as provided herein, then Seller may, as its sole and exclusive remedy, terminate this Agreement in which event Seller shall be entitled to retain the Deposit as agreed and liquidated damages in full settlement of any claims, whereupon the parties shall be relieved and released from all

further obligations under this Agreement. The parties agree that this provision for liquidated damages is a bona fide attempt by the parties to resolve the amount of the damages which would be sustained by Seller in the event of the breach of this Agreement by Purchaser, and the parties recognize that the actual amount of such damages, if any, would be speculative and extremely difficult of ascertainment.

26. **Default by Seller.** If Seller fails to perform any of the covenants of this Agreement and/or fails to close as provided herein, then Purchaser may, as its sole and exclusive remedies, either: (a) terminate this Agreement in which event, Purchaser shall be entitled to an immediate and unqualified refund of the Deposit, without thereby waiving any claim for actual damages suffered or incurred by Purchaser for expenditures made in connection with the performance of its inspections of the Property; or (b) obtain specific performance of Seller's obligations hereunder.

27. **Brokerage.** Each party represents and warrants to the other party that no real estate agent or broker is entitled to any commission or other compensation in connection with this transaction. Each party shall indemnify and hold the other party harmless from any claim for commissions or other compensation in contravention of the representations and warranties contained in this paragraph.

28. **Notices.** All notices authorized or required herein shall be in writing and shall be considered delivered when hand delivered or when sent by registered or certified mail, return receipt requested, addressed as follows:

If to Purchaser:
Parker Hunters Ridge, LLC
9400 Gladiolus Drive, Suite 250
Ft. Myers, Florida 33908
Attention: John P. Reisman

with a copy to:
Bolanos Truxton, P.A.
12800 University Drive, Suite 350
Ft. Myers, Florida 33907
Attention: Gregg S. Truxton, Esq.

If to Seller:
BBA Development Corp.
12500 Hunters Ridge Drive
Bonita Springs, Florida 34135
Attention: Don Huprich

with a copy to:
BBA Development Corp.
Marsha Lynn
12500 Hunters Ridge Dr.
Bonita Springs, FL 34135

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Each party reserves the right to give notice to the other party of a change of its address for the purposes of giving notice under this Agreement.

29. **Escrow Agent.** Escrow Agent shall be responsible for holding and disbursing the Deposit in accordance with the terms of this Agreement, and the duties and responsibilities of the Escrow Agent shall be determined solely by the express terms and provisions of this Agreement. In the event that Escrow Agent receives a written demand from either Seller or Purchaser for the disbursement of the Deposit (which demand shall include an explanation setting forth the factual basis for such party's demand for the Deposit), then Escrow Agent shall give written notice to the other party of such demand and of Escrow Agent's intention to remit the Deposit to the party making the demand, unless Escrow Agent receives a written objection from the other party within ten (10) days. If Escrow Agent does not receive a written objection from the other party within the stated date, then Escrow Agent is hereby authorized to remit the Deposit to the party making the demand for the Deposit. If, however, within ten (10) days after such notice, Escrow Agent receives either written objection from the other party or a conflicting demand for the disbursement of the Deposit, then Escrow Agent shall continue to hold the Deposit in escrow until otherwise directed by joint written instructions from Seller and Purchaser or until receipt of a final judgment of a court with appropriate jurisdiction. As an alternative thereto, Escrow Agent may tender the Deposit into a court of appropriate jurisdiction and interplead both parties hereto and thereafter be free from any further obligation to the parties or hereunder. Escrow Agent may decline to act and shall not be liable for failure to act if in doubt as to its duties and responsibilities hereunder. Escrow Agent shall have the right to consult with counsel of its own choosing in the performance of its duties and responsibilities hereunder, and shall not be liable for any action taken in good faith in reliance upon the advice of counsel. Escrow Agent may act upon any instrument or signature reasonably believed by Escrow Agent to be genuine and may assume that any person purporting to give any notice or instruction hereunder, reasonably believed by Escrow Agent to be authorized, has been duly authorized to do so. Escrow Agent is not charged with any knowledge of or any duties or responsibilities, except as set forth in this Agreement. Except for willful misconduct, the Escrow Agent shall be excused from all responsibility, including insolvency of any depository, absolutely. The parties acknowledge that the Escrow Agent is the law firm which represents Purchaser in connection with this transaction and that in the event of any dispute or litigation hereunder, it may continue to do so and to serve as Escrow Agent hereunder.

30. **Attorney's Fees.** In the event of any litigation arising under this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees, court costs and all expenses (including without limitation, all such fees, costs and expenses incident to pre-trial, trial, appellate, bankruptcy, post-judgment and alternative dispute resolution proceedings), incurred in that suit, action or proceeding, in addition to any other relief to which such party is entitled. Attorneys' fees shall include, without limitation, paralegal fees, investigative fees, expert witness fees, administrative costs and all other charges billed by the attorney to the prevailing party.

31. **Miscellaneous.**

(a) Entire Agreement. This Agreement constitutes the entire agreement by and between parties hereto with respect to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, both written and oral, by and between the parties hereto with respect to such subject matter. No representations, warranties or agreements have been made or, if made, have been relied upon by either party, except as specifically set forth herein. This Agreement may not be amended or modified in any way except by a written instrument executed by each party hereto.

(b) Binding Effect. All terms and provisions of this Agreement shall be binding upon, inure for the benefit of and be enforceable by and against the parties hereto and their respective personal or other legal representatives, heirs, successors and assigns.

(c) Assignment. Purchaser reserves the right to assign this Agreement, in whole or in part, to a corporation, limited liability company or other entity to be owned by or under common ownership with Purchaser. Any other assignment of this Agreement shall require the prior written consent of Seller.

(d) No Waivers. The waiver by either party of the prompt and complete performance, or breach or violation, of any provision of this Agreement shall not operate as, nor be construed to be, a waiver of any subsequent breach or violation, and the waiver by either party of the exercise of any right or remedy that it may possess shall not operate as, nor be construed to be, the waiver of such right or remedy by any other party or parties or a bar to the exercise of such right or remedy by such party or parties upon the occurrence of any subsequent breach or violation.

(e) Headings. The article headings in this Agreement are for convenient reference only and shall not have the effect of modifying or amending the expressed terms and provisions of this Agreement, nor shall they be used in connection with the interpretation hereof.

(f) Pronouns; Gender. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural as the context may require.

(g) Time. Time shall be of the essence. Any reference herein to time periods of less than six (6) days shall in the computation thereof exclude Saturdays, Sundays and legal holidays, and any time period provided for

herein which shall end on a Saturday, Sunday or legal holiday shall extend to 5:00 p.m. of the next full business day.

(h) Severability. The invalidity of any provision of this Agreement shall not affect the enforceability of the remaining provisions of this Agreement or any part hereof. In the event that any provision of this Agreement shall be declared invalid by a court of competent jurisdiction, the parties agree that such provision shall be construed, to the extent possible, in a manner which would render the provision valid and enforceable or, if the provision cannot reasonably be construed in a manner which would render the provision valid and enforceable, then this Agreement shall be construed as if such provision had not been inserted.

(i) Counterparts. This Agreement may be executed in any number of counterparts and by the separate parties hereto in separate counterparts, all of which shall be deemed to be an original and one and the same instrument.

(j) Governing Law. This Agreement shall be governed by, and construed and interpreted in accordance with the laws of the State of Florida without regard to principles of conflicts or choice of laws.

(k) Jurisdiction and Venue. Each of the parties irrevocably and unconditionally: (i) agrees that any suit, action or legal proceeding arising out of or relating to this Agreement shall be brought in the courts of record of the State of Florida in Lee County; (ii) consents to the jurisdiction of each such court in any suit, action or proceeding; and (iii) waives any objection which it may have to the laying of venue of any such suit, action or proceeding in any of such courts.

(l) Trial by Jury. The parties hereby waive any right they may have under any applicable law to a trial by jury with respect to any suit or legal action which may be commenced by or against the other concerning the interpretation, construction, validity, enforcement or performance of this Agreement or any other agreement or instrument executed in connection with this Agreement.

(m) Time for Acceptance. Purchaser reserves the right to revoke this offer unless an original counterpart, executed by Seller, is delivered to Purchaser on or before 5 PM EST on September ___, 2003.

IN WITNESS WHEREOF, the parties hereto have set their hand on the day and date first above written.

Witnesses:

_____

_____

_____

_____

Purchaser:
Parker Hunters Ridge, LLC,
a Florida limited liability company

By: _____
John P. Reisman

Date: 9/2, 2003

Seller:
BBA Development Corp.

By: Donald G. Huprich, V.P.
Print name: Donald G. Huprich
Title: Vice-President
Date: 9/3, 2003

Index of Exhibits

A. Site Plan of Hunters Ridge
B. Schedule of Lots, Villa Lots and Condominium Building Sites
C. Permitted Exceptions

Exhibit "A"
Site Plan of Hunters Ridge

Exhibit "B"
Schedule of Lots, Villa Lots and Condominium Building Sites

Exhibit "C"
Permitted Exceptions

1. Matters shown on the Plat of Hunters Ridge, as recorded in Plat Book 41, Page 1 through 13, inclusive, of the Public Records of Lee County, Florida; and/or any subsequent replat thereof;

2. The Master Declaration and any amendments thereto;

3. The Neighborhood Covenants and any amendments thereto;

4. The Purchase Money Mortgage to be executed by Purchaser in favor of Seller;

5. Reservation of oil, gas and mineral rights by prior owners.

Amendment to Purchase Agreement
(Hunters Ridge, Lee County, Florida)

This Amendment to Purchase Agreement is made and entered into this 27th day of September, 2004, by and between **BBA Development Corp.**, a Florida corporation ("Seller"), and **Parker Hunters Ridge, LLC**, a Florida limited liability company ("Purchaser").

Preliminary Statement

Seller and Purchaser entered into a Purchase Agreement dated September 3, 2003 (referred to herein as the "Purchase Agreement"), pursuant to which Seller has agreed to sell, and Purchaser has agreed to purchase, certain residential lots, villa lots and condominium building sites within Hunters Ridge, in Lee County, Florida, as more specifically set forth therein.

The parties desire to amend the Purchase Agreement and have agreed as follows:

1. Preliminary Statement. The Preliminary Statement is true and correct and, by this reference, is incorporated into and made a part of this Amendment. Unless otherwise defined herein, all capitalized terms shall have the meanings ascribed to them in the Purchase Agreement.

2. Purchase and Sale. Section 2(c) of the Purchase Agreement is hereby amended and restated to read as follows:

   Ten (10) Condominium Building Sites, which will accommodate a total of forty (40) Condominium Units, in Tract C; and three (3) Condominium Building Sites, which will accommodate a total of twenty-four (24) Condominium Units, in Tract D, together with all roads, parking areas, recreational facilities, and other common areas within the boundaries of Tracts C and D, as shown on Exhibit "A" attached hereto.

3. Purchase Price.

   (a) Section 3(b) of the Purchase Agreement is hereby amended and restated to read as follows:

   For the Condominium Building Sites in Tracts C and D, an amount equal to Twenty-Six Thousand Five Hundred Eighty-Five and 94/100 ($26,585.94) Dollars per Condominium Unit to be constructed thereon.

(b) Section 3(d) of the Purchase Agreement is hereby amended and restated to read as follows:

For the Condominium Building Sites in Tract G, an amount equal to Nineteen Thousand and No/100 ($19,000.00) Dollars per Condominium Unit to be constructed thereon.

4. Payment of Purchase Price. The following provision is hereby added to the Purchase Agreement as Section 4(d):

Seller, as holder of a Purchase Money Mortgage from Purchaser on Tracts C and D, shall consent to the submission of Tracts C and D to condominium ownership by Purchaser and shall join in and consent to the execution by Purchaser of the appropriate Declarations of Condominium and other necessary documents to create a condominium on each Tract.

5. Ratification. All other terms and provisions of the Purchase Agreement are hereby ratified and confirmed and shall remain in full force and effect, except to the extent amended hereby. In the event of any inconsistency between the terms of this Amendment and the terms of the Purchase Agreement, the terms of this Amendment shall control.

Signed, sealed and delivered
in the presence of:

Martha Ryan

Barbara Hamilton

SELLER:
BBA Development Corporation, a Florida corporation

By: Donald G. Hupprich V.P.
Print Name: Donald G. Hupprich
Title: Vice President

Dated: September 27, 2004

Elaine C. Sparling

Carol L. Wirebaugh

BUYER:
Parker Hunters Ridge, LLC, a Florida limited liability company

By: _____
Print Name: DAVID KNIGHT
Title: VICE PRESIDENT

Dated: 9/20, 2004

L:\Jack Parker Corporation (003)\Hunters Ridge (02)\Amendment of Purchase Agreement 09-22-04.doc

EXHIBIT 9

RECEIPT OF CONDOMINIUM DOCUMENTS

PHEASANT HOLLOW AT HUNTERS RIDGE,
A CONDOMINIUM
RECEIPT FOR CONDOMINIUM DOCUMENTS

The undersigned acknowledges that the documents checked below have been received or, as to plans and specifications, made available for inspection.

Name of Condominium: Pheasant Hollow at Hunters Ridge, a Condominium

Address of Condominium: 9001 Daniels Parkway, Suite 200
Ft. Myers, Florida 33912

Place a check in the column by each document received or, for the plans and specifications, made available for inspection. If an item does not apply, place "N/A" in the column.

DOCUMENT	RECEIVED
Prospectus Text	
Declaration of Condominium	
Articles of Incorporation	
By-Laws	
Estimated Operating Budget	
Form of Agreement for Sale or Lease	
Rules and Regulations	
Covenants and Restrictions	
Ground Lease	N/A
Management and Maintenance Contracts for More Than One Year	
Renewal Management Contracts	
Lease of Recreational and Other Facilities to Be Used Exclusively by Unit Owners of Subject Condominiums [See §718.503(1)(b)7, *Florida Statutes* and §718.504, *Florida Statutes*]	N/A
Form of Unit Lease, If a Leasehold	N/A
Declaration of Servitude	N/A
Sales Brochures	
Phase Development Description [See §718.503(1)(b)11, *Florida Statutes* and §718.504, *Florida Statutes*]	N/A

DOCUMENT	RECEIVED
Lease of Recreational and Other Facilities to Be Used by Unit Owners with Other Condos (Share Use Agreement) [See §718.503(1)(b)11, *Florida Statutes* and §718.504, *Florida Statutes*]	N/A
Description of Management for Single Management of Multiple Condominiums [See §718.503 (1)(b)5, *Florida Statutes* and §718.504 *Florida Statutes*]	N/A
Conversion Inspection Report	N/A
Conversion Termite Inspection Report	N/A
Plot Plan	
Floor Plan	
Survey of Land and Graphic Description of Improvements	
Executed Escrow Agreement	
Plans and Specifications	MADE AVAILABLE
Alternative Media Disclosure Statement [See Rule 61B-17.011, F.A.C.]	N/A
Frequently Asked Questions and Answer sheet	

THE PURCHASE AGREEMENT IS VOIDABLE BY BUYER BY DELIVERING WRITTEN NOTICE OF THE BUYER'S INTENTION TO CANCEL WITHIN FIFTEEN (15) DAYS AFTER THE DATE OF EXECUTION OF THE PURCHASE AGREEMENT BY THE BUYER AND RECEIPT BY THE BUYER OF ALL OF THE DOCUMENTS REQUIRED TO BE DELIVERED TO HIM BY THE DEVELOPER. THE AGREEMENT IS ALSO VOIDABLE BY THE BUYER BY DELIVERING WRITTEN NOTICE OF THE BUYER'S INTENTION TO CANCEL WITHIN FIFTEEN (15) DAYS AFTER THE DATE OF RECEIPT FROM THE DEVELOPER OF ANY AMENDMENT WHICH MATERIALLY ALTERS OR MODIFIES THE OFFERING IN A MANNER THAT IS ADVERSE TO THE BUYER. ANY PURPORTED WAIVER OF THESE VOIDABILITY RIGHTS SHALL BE OF NO EFFECT. BUYER MAY EXTEND THE TIME FOR CLOSING FOR A PERIOD OF NOT MORE THAN FIFTEEN (15) DAYS AFTER THE BUYER HAS RECEIVED ALL OF THE DOCUMENTS REQUIRED. BUYER'S RIGHT TO VOID THE PURCHASE AGREEMENT SHALL TERMINATE AT CLOSING.

Executed this _____ day of _____, 200____.

_____
Purchaser

_____
Purchaser

EXHIBIT 10

MANAGEMENT AGREEMENT

MANAGEMENT CONTRACT

THIS AGREEMENT, made and entered on July 20, 2004 and between Parker Hunters Ridge, LLC 9001 Daniels Parkway, Suite 200, Fort Myers, FL 33912 (Developer) and BBA Development Corp., 12500 Hunters Ridge Drive, Bonita Springs, FL 34135, a Florida corporation (the Manager).

WITNESSETH

WHEREAS, Developer is building certain real property submitted to condominium ownership, in accordance with the Condominium Act of the State of Florida, to be known as Pheasant Hollow at Hunters Ridge, a Condominium, (the "Condominium Property"); and

WHEREAS, under the provision of the Bylaws of the Pheasant Hollow Condominium Association, Inc., and the Declaration of Condominium with regard to such property, and the membership of the Association consists of all of the unit owners of the property; and

WHEREAS, the Association has been formed to act on behalf of its members collectively as their governing body; and

WHEREAS, Developer desires to employ the Manager and the Manager desires to become employed by the Developer to manage the Condominium Property upon the terms hereinafter set forth;

NOW THEREFORE, in consideration of the covenants herein contained it is agreed as follows:

1. MANAGER. The Developer hereby hires the Manager as manager to manage and operate the Condominium Property upon the terms hereinafter set forth.

2. TERM. The initial term of this Agreement shall be for a period commencing on the date of certificate of occupancy of the first condominium building and continue until the Developer shall transfer control of the Association to the members other than the Developer, subject to termination without cause by either party at any time upon the written notice delivered at least thirty (30) days prior to the effective date of the termination, and to termination for good cause, such as willful neglect of refusal to perform, by either party at any time upon written notice twenty-four (24) hours prior to the effective time of termination.

3. FEES & EXPENSES. The Developer shall pay to the Manager each month in advance, as compensation for managers services, a Management fee in the amount of $1.00 per completed unit per month, plus all applicable taxes. All acts performed by the Manager pursuant to the provisions of the Agreement shall be performed as Manager on behalf of the Developer and all obligations or expenses shall be on behalf of and at the expense of the Developer. The manager shall not be obligated to make any advance to or for the account of the Association, or to pay any sum except out of funds of the Association held or provided as

aforesaid, nor shall the Manager be obligated to incur any liability or obligation on behalf of the Association unless the necessary funds for the discharge of the same is provided.

4. SERVICES. Acting in the name and behalf of the Developer, the Manager shall render services and perform duties as follows:

a. Accounts Receivable.

(1) Service. Collect all monthly assessments and other charges due to Association from its members, and other accounts receivable. The Developer hereby authorizes the Manager to request, demand, collect, and receive any and all assessments and charges which may at any time be or become due to the Association and take such action as directed by the Board of Directors of the Association (the "board of Directors") as authorized under the Declaration of Condominium. The Manager shall furnish to the Board of Directors between the tenth (10th) and twentieth (20th) day of each month for the preceding month an itemized list of all delinquent accounts and a monthly statement of receipts and expenditures.

(2) Time. These services shall be rendered monthly on a time-required basis.

b. Maintenance and Repairs.

(1) Services. Enter into such agreements as are necessary to cause the condominium buildings, appurtenance and other common elements of the property which the Association is responsible to maintain, to be maintained according to standards acceptable to the Board of Directors, including cleaning, landscaping, pest control, and such maintenance and repair work as may be necessary, subject to any limitation imposed by the Board of Directors and to those contained herein. The Manager shall not incur any expense for any single item of repair or replacement which is not provided for in the Budget and exceeds the sum of $500.00 unless specifically authorized by the Board of Directors, except however for such emergency repairs as may involve a danger to life or property or immediately necessary for the preservation and safety of the members and occupants, or that may be required to avoid the suspension of any necessary service to the property. Except for such emergency repairs, the Manager may not incur any expense not provided for in the Association budget or by prior special assessment unless approved or authorized by the Board of Directors.

(2) Time. These services will be rendered monthly on a time-required basis.

c. Utilities and Similar Services.

(1) Services. Enter into agreements on behalf of the Association as authorized by the Board of Directors for water, electricity, sewerage, telephone, drainage, rubbish removal, fire safety protection, and other utility services as may be necessary or as the Board of Directors may determine advisable. The Manager shall also purchase on behalf of the Association such materials and supplies as are necessary for the proper maintenance of the property as provided for by the budget, or such greater amount as may be approved by the Board of Directors. All such purchases and contracts shall be in the same name of the Association.

(2) Time. These services will be rendered monthly on a time-required basis.

d. Accounts Payable.

(1) Services. From the funds of the Association, where applicable, cause to be paid regularly and punctually: all taxes required to be paid by the Association; such sums which become due and payable for expenses or other obligations incurred by the Manager on the behalf of the Association; and such other amounts or charges as may be authorized by the Board of Directors.

(2) Time. These services will be rendered monthly on a time-required basis.

e. Governmental Reports.

(1) Services. Prepare, assemble and deliver to the Association's bookkeeper the information required for execution and filing by the Association of all forms, reports and returns required by law in connection with annual corporate reporting requirements, federal and state income tax, unemployment insurance, workmen's compensation insurance, disability benefits, social security withholding taxes and other similar taxes now in effect or hereafter imposed; and such other requirements as may relate to the Association, the operation of the property and the employment of personnel.

(2) Time. These services will be rendered monthly on a time-required basis.

f. Records.

(1) Services. Maintain a system of office records, books and accounts in accordance with acceptable accounting principles and practices. Such records will be subject to examination when requested by the Board of Directors and any members of the Association during normal business hours.

(2) Time. These services will be rendered continuously on a time-required basis.

g. Personnel.

(1) Services. By and with the approval of the Board of Directors, investigate, hire, supervise and discharge the personnel necessary in order to properly maintain and operate the property in accordance with a work schedule, jointly approved by the Board of Directors and the Manger. Such personnel shall in every instance be deemed employees of the Manager, but all expenses directly associated with and accountable to the Condominium shall be considered an operating expense of the Association and reimbursable to the Manager.

(2) Time. These services will be rendered monthly on a timely required basis.

h. Compliance.

(1) Services. The Manager shall endeavor to secure full compliance by the members of other occupants with the Declaration of Condominium, Articles of Incorporation

and Bylaws of the Association and such rules and regulations as may be established by the Association, and on behalf of the Board of Directors shall employ the services of an attorney, at the discretion of and with the approval of the Board, to assist in securing compliance of same, when needed.

(2) Time. These services will be rendered monthly on a time-required basis.

i. Miscellaneous.

(1) Services. In addition to the foregoing responsibilities, the Manager shall: Serve as the Association's representative in obtaining satisfactory corrective work and repairs with respect to property which the Association is responsible to maintain; maintain bank accounts as directed by the Board of Directors in and with banking institutions acceptable to the Board of Directors and maintain such bank accounts in accordance with accepted accounting practices; attend, upon request, meetings of the Board of Directors and Members; assist the Board of Directors in preparing annually a proposed budget; undertake regular inspection of all facilities and grounds for which the Association is responsible for maintenance; and provide twenty four (24) hour emergency service, and provide a local phone number.

(2) Time. These services will be rendered monthly on a time-required basis.

5. PERSONNEL. The minimum number of personnel to be employed by the Manager to provide these services to the Association is one (1) part time manager and one (1) part time clerk.

6. COMPETITIVE BIDS. When required by the Condominium Act, the Bylaws of the Association, or the Board of Directors, the Manager will secure competitive bids for goods and services procured for the Association.

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

PARKER HUNTERS RIDGE, LLC

BY:_____
David Knizner
Vice President

BBA DEVELOPMENT CORP.,
a Florida Corporation

BY:_____
Donald Huprich
Vice President

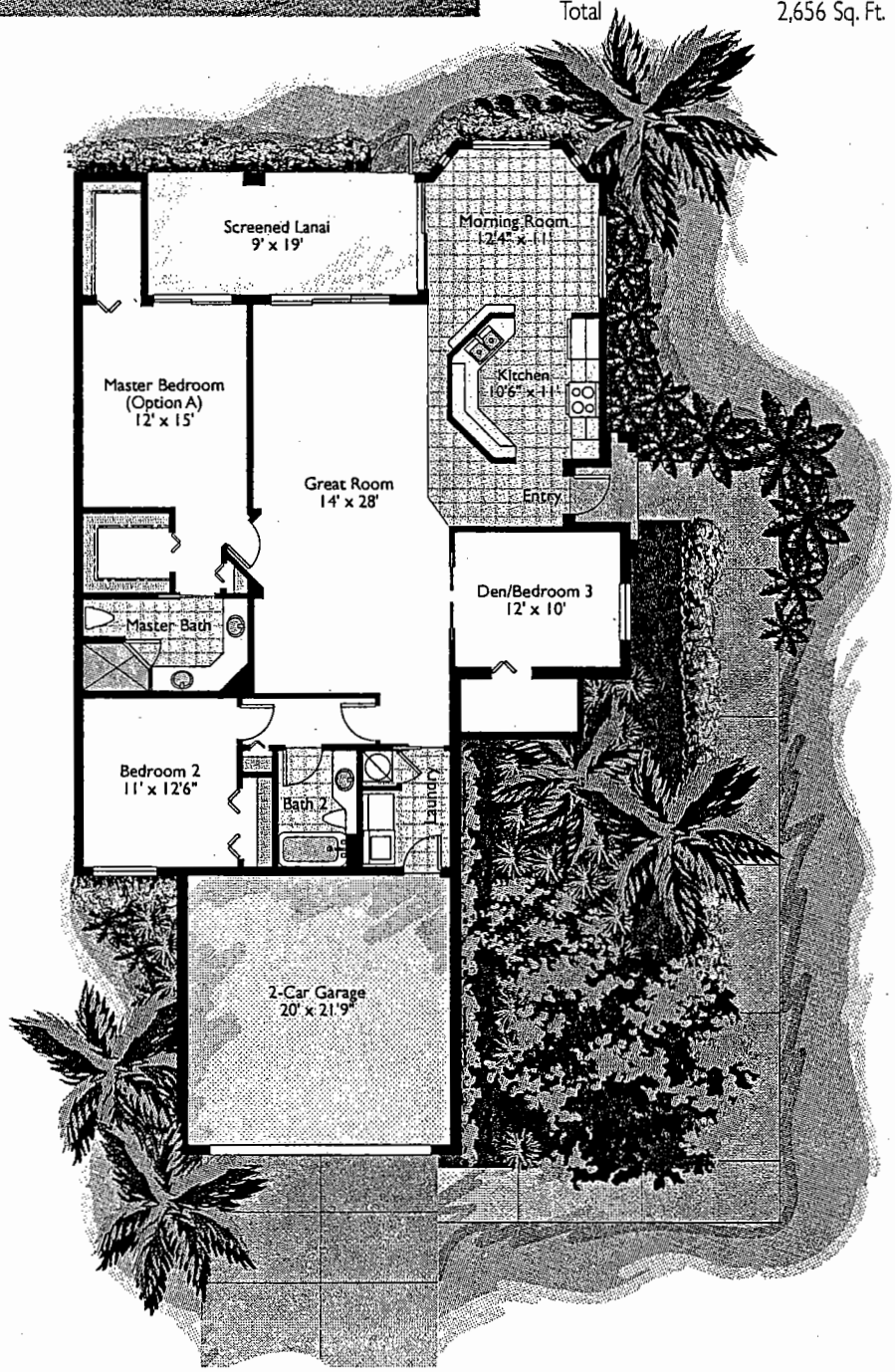
EXHIBIT 11

BROCHURE

Laurel I

2 Bedroom, 2 Bath, Den or
3 Bedroom, 2 Bath
First Floor

A/C Living	1,647 Sq. Ft.
Lanai	438 Sq. Ft.
2-Car Garage	171 Sq. Ft.
Total	2,656 Sq. Ft.

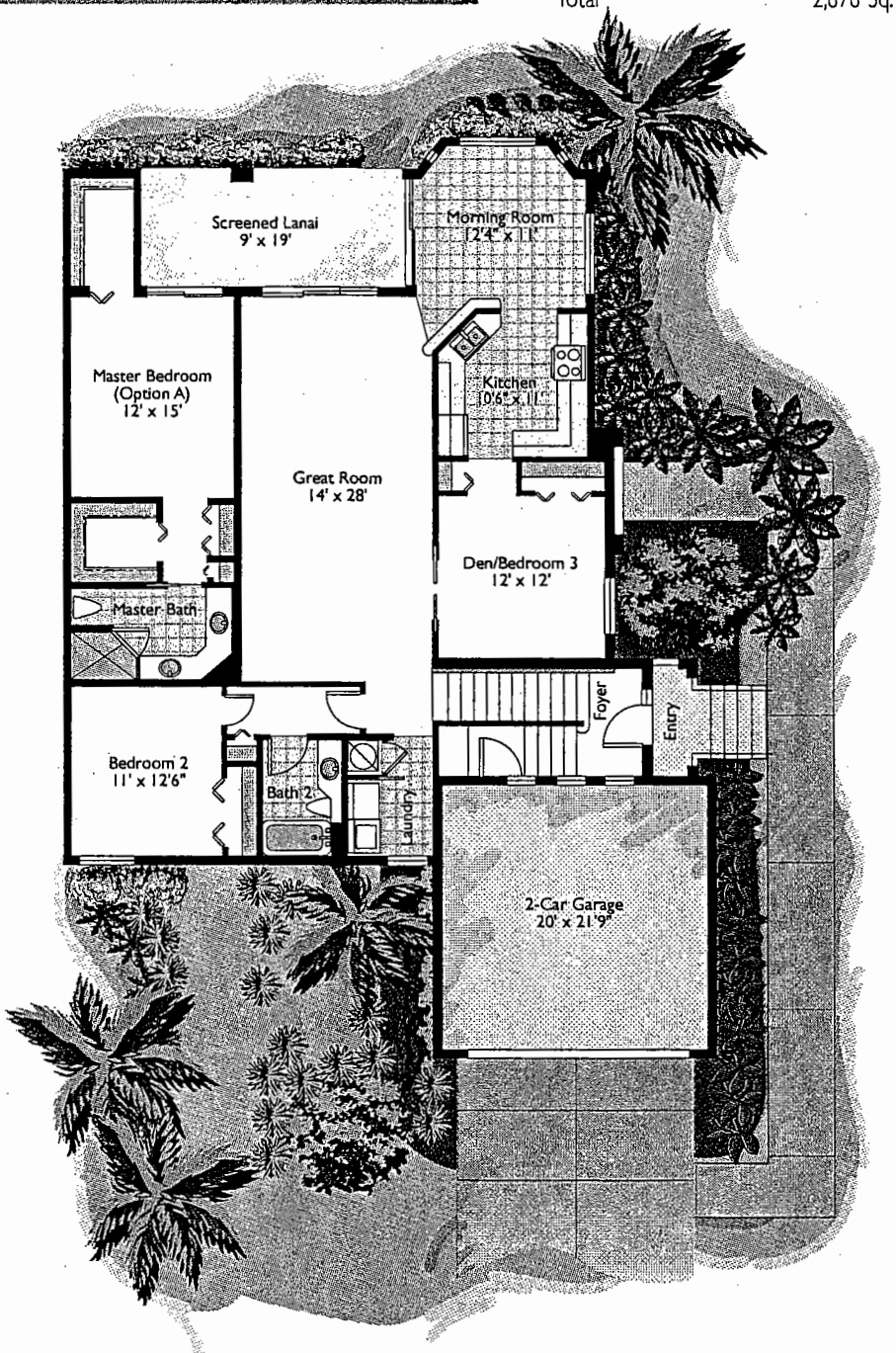


ORAL REPRESENTATIONS CANNOT BE RELIED UPON AS CORRECTLY STATINGREPRESENTATIONS OF THE DEVELOPER. FOR CORRECT REPRESENTATIONS, MAKE REFERENCE TO THIS BROCHURE AND TO THE DOCUMENTS REQUIRED BY SECTION 718.503, FLORIDA STATUTES, TO BE FURNISHED BY A DEVELOPER TO A BUYER OR LESSEE.
All dimensions and specifications are approximate and subject to change without notice.

Laurel II

2 Bedroom, 2 Bath, Den or
3 Bedroom, 2 Bath
Second Floor

A/C Living	1,667 Sq. Ft.
Lanai	438 Sq. Ft.
2-Car Garage	171 Sq. Ft.
Total	2,676 Sq. Ft.



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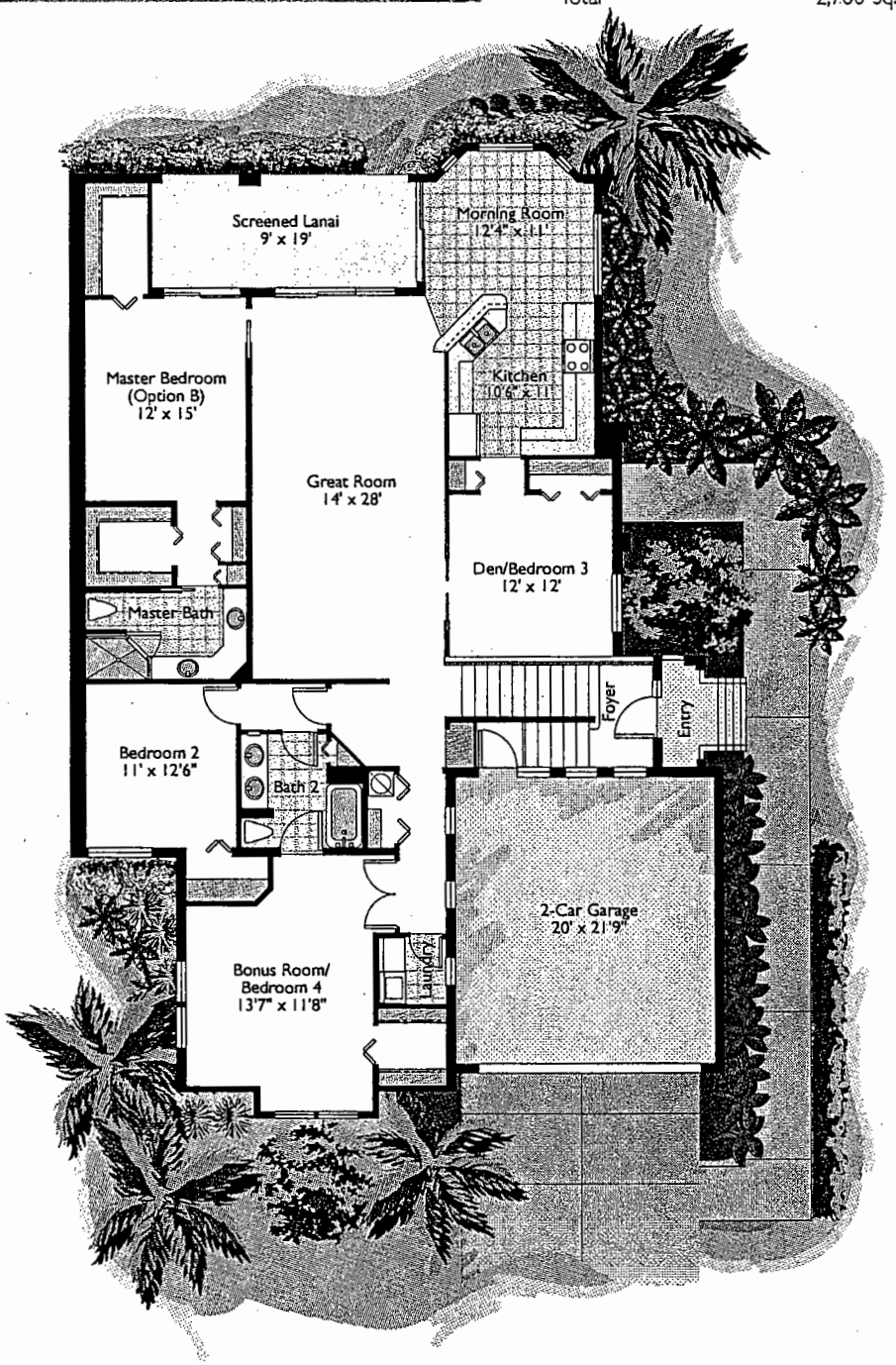
All dimensions and specifications are approximate and subject to change without notice.

Laurel III

3 Bedroom, 2 Bath, Den or
4 Bedroom, 2 Bath
Second Floor, Bonus Room Over Garage

A/C Living	2,150 Sq. Ft.
Lanai	438 Sq. Ft.
2-Car Garage	198 Sq. Ft.
Total	2,786 Sq. Ft.

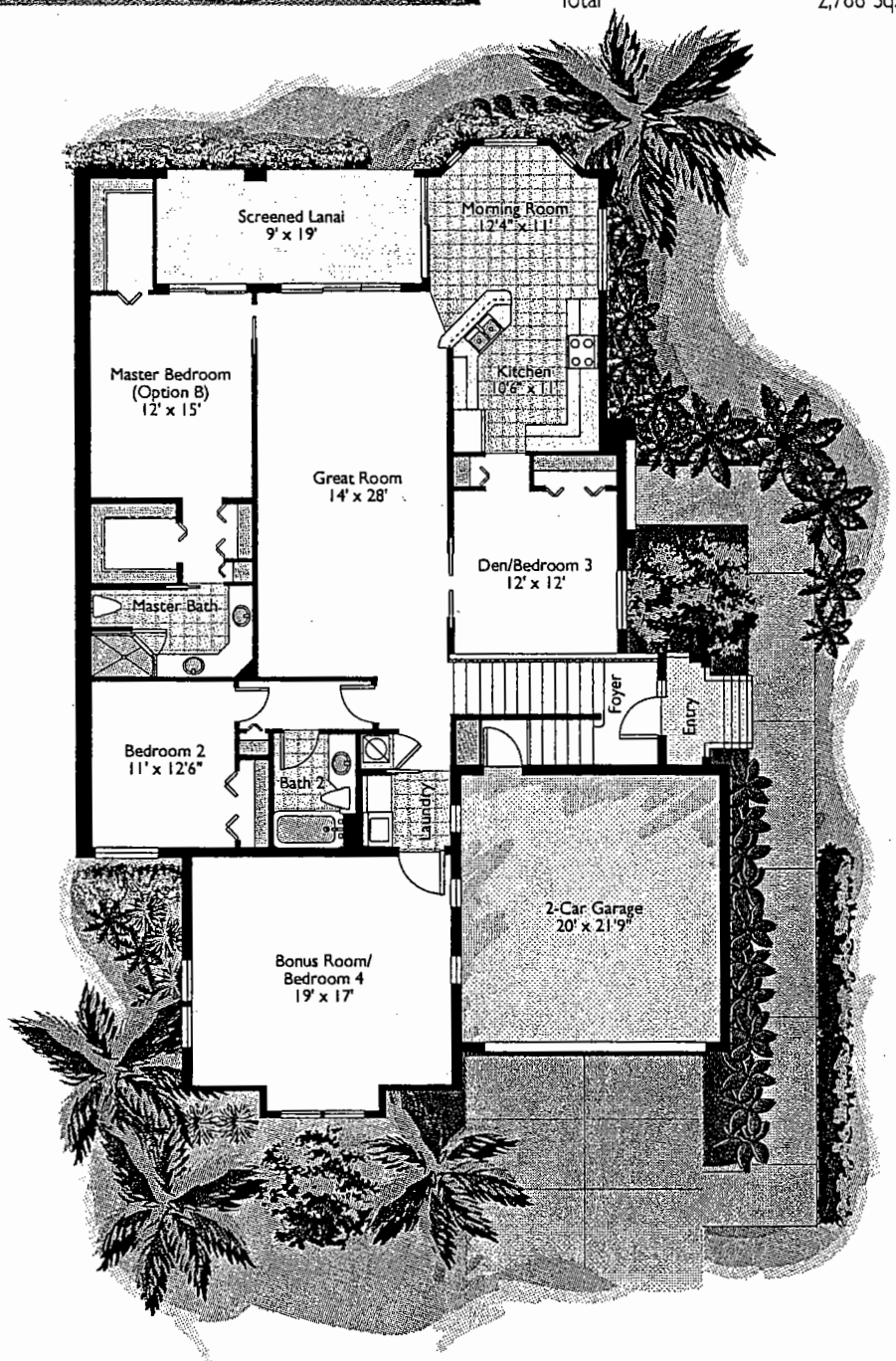


ORAL REPRESENTATIONS CANNOT BE RELIED UPON AS CORRECTLY STATINGREPRESENTATIONS OF THE DEVELOPER. FOR CORRECT REPRESENTATIONS, MAKE REFERENCE TO THIS BROCHURE AND TO THE DOCUMENTS REQUIRED BY SECTION 718.503, FLORIDA STATUTES, TO BE FURNISHED BY A DEVELOPER TO A BUYER OR LESSEE.
All dimensions and specifications are approximate and subject to change without notice.

Laurel III - Option

3 Bedroom, 2 Bath, Den or
4 Bedroom, 2 Bath
Second Floor, Bonus Room Over Garage

A/C Living	2,150 Sq. Ft.
Lanai	438 Sq. Ft.
2-Car Garage	198 Sq. Ft.
Total	2,786 Sq. Ft.



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All dimensions and specifications are approximate and subject to change without notice.

Standard Features - Pheasant Hollow - Coach Homes

EXTERIOR
Screen enclosed lanai
Private, attached 2 car garage with interior access with automatic door openers
Concrete roof tiles
White aluminum tinted glass windows & fiberglass screens
Clear glass sliding doors

INTERIOR
Six panel interior doors throughout
Door hardware by Schlage
Textured walls and ceilings (kitchen & bath walls are smooth)
3 1/4" base molding
2 1/4" casing
Vinyl-coated, ventilated closet shelving
Decora switches
Ceramic tile flooring (13x13) in selected areas
All carpet over 5 lb. pad
CAT 5 structured wiring
4 telephone pre-wires
4 Cable TV pre-wires
Security system pre-wire
Pre-wired for ceiling fans in all bedrooms, lanai, great room, & breakfast areas
1 paint color throughout (semi-gloss on trim)
Marble window sills

CONSTRUCTION
Reinforced concrete block walls with textured finish
Vapor barrier and termite treatment under slab
Engineered roof truss system
12 SEER central air conditioning system
40-gallon quick recovery water heater
Insulation: R30-ceilings
R4-exterior walls
Digital thermostat

KITCHEN
G.E. – white on white
- Refrigerator – 22 cubic ft. side by side with ice/water dispenser in door
- Range – Radiant top, self-cleaning range
- Microwave
- Dishwasher – 5 cycle
- Garbage Disposal – 1/2 hp

European style upper cabinets with white or antique white satin finished, raised panel doors
Corian® countertop with standard edge
Kohler Cast Iron double bowl white sink
Kohler One Touch white faucet
Ceramic tile flooring (13x13)

LAUNDRY
G.E. – Washer & Dryer - white on white
Ceramic tile flooring (13x13)

BATHS
European style cabinets with white or antique white satin finish, raised panel doors
Cultured marble vanity tops
Ceramic tile showers and tub surrounds (6x6)
White shower enclosure
36" tall vanities in all baths
Vanity mirrors
Kohler white elongated water closets
Kohler chrome lavatory faucets
Ceramic towel bar and toilet paper holders
Ceramic tile flooring (13x13)

Features & specifications are subject to change without notice.

This Instrument Prepared By
and Return To:
Stephen J. Mitchell, Esquire
Squire Sanders & Dempsey, LLP
One Tampa City Center, Suite 2100
Tampa, Florida 33601
Telephone (813) 202-1300

DECLARATION OF CONDOMINIUM OF PHEASANT HOLLOW AT HUNTERS RIDGE, A CONDOMINIUM

This Declaration of Condominium of Pheasant Hollow at Hunters Ridge, a Condominium (the "Declaration"), is made this 21st day of October, 2004, by, Parker Hunters Ridge, LLC, a Florida limited liability company, hereinafter called the "Developer," for itself and its successors, grantees and assigns.

WHEREIN the Developer makes the following declarations:

PLAN OF DEVELOPMENT. Pheasant Hollow at Hunters Ridge, a Condominium, is located within a development project known as Hunters Ridge. All of the property located in Hunters Ridge is subject to certain restrictions and regulations as provided in the Master Declaration of Covenants, Conditions and Restrictions for Hunters Ridge recorded at O.R. Book 2003, Page 4209 in the Public Records of Lee County, Florida, on July 18, 1988; as assigned pursuant to the Assignment and Acceptance recorded at O.R. Book 2224, Page 3605 in the Public Records of Lee County, Florida, on May 31, 1991; as amended by that Certain First Amendment to Master Declaration of Covenants, Conditions and Restrictions recorded at O.R. Book 2262, Page 2292 in the Public Records of Lee County, Florida, on December 5, 1991; as amended by that certain Second Amendment to Master Declaration of Covenants, Conditions and Restrictions recorded at O.R. Book 3540, Page 2998 in the Public Records of Lee County, Florida, on December 14, 2001; as amended by that certain Third Amendment to Master Declaration of Covenants, Conditions and Restrictions recorded at O.R. Book 2943, Page 2282 in the Public Records of Lee County, Florida, on April 7, 1998; as supplemented by that certain Supplemental Declaration recorded at O.R. Box 2983, Page 465 in the Public Records of Lee County, Florida, or July 8, 1998; and as supplemented by that certain Supplemental Declaration recorded at O.R. Book 3047, Page 1139 in the Public Records of Lee County, Florida, on December 18, 1998, herein collectively referred to as the "Master Declaration."

The Master Declaration provides that each Owner or owner of a single family home, town home, villa or condominium located in Hunters Ridge shall assess and collect assessments established by the Hunters Ridge Community Association, Inc., herein referred to as the "Master Association," which is a Florida not-for-profit corporation formed for the purpose of enforcing the provisions of the Master Declaration. The assessments established by the Master Association are used for the improvement, maintenance, enhancement and operation of the Master

Association property, which property includes the roadway running through the Condominium named H.A.S. Street, and to provide services which the Master Association is authorized or required to provide, including, but not limited to, the payment of taxes and insurance on the Master Association property, construction of improvements, repair or replacement of Master Association property, and for such other purpose reasonably related to the carrying out of the authorized functions and purposes of the Master Association. The amount of the assessments is set by the Board of Directors of the Master Association and the assessments are allocated among each Owner or owner of a single family home, town home, villa or condominium located in Hunters Ridge.

1. **THE LAND**. The Developer owns title in fee simple to certain real property located in Lee County, Florida, as more particularly described in Exhibit "A" attached hereto (the "Land"). Developer acquired title by Warranty Deeds recorded in O.R. Book _____ page _____; of the Public Records of Lee County, Florida.

2. **SUBMISSION STATEMENT**. The Developer hereby submits the land as described on Exhibit "A" and all improvements erected thereon, all easements, rights and appurtenances belonging thereto, and all other property, real, personal or mixed, located thereon and intended for use in connection therewith, to the condominium form of ownership and use in the manner provided by Chapter 718, Florida Statutes (the "Condominium Act"), as it exists on the date hereof, excluding therefrom all public utility installations, cable television lines, water and sewer lines and other similar equipment owned by the utility or entity furnishing services to the Condominium.

This Condominium and this Declaration shall be subject to the Master Declaration, the Articles and the By-Laws of the Hunters Ridge Community Association, Inc., as may be amended from time to time.

3. **NAME**. The name by which this Condominium shall be identified is Pheasant Hollow at Hunters Ridge, a Condominium (the "Condominium").

3.1 Applicability of Declaration of Condominium. The covenants and restrictions contained in this Declaration shall run with the land and be binding upon and inure to the benefit of all present and future owners of Condominium Units. The acquisition of title to a Unit or any interest in the Condominium Property, or the lease, occupancy, or use of any portion of the Condominium Property, shall constitute an acceptance and ratification of all provisions of this Declaration and an agreement to be bound by its terms.

3.2 Construction. The provisions of this Declaration shall be liberally construed to effectuate the purposes of creating a uniform plan of condominium ownership.

4. **DEFINITIONS**. The terms used in this Declaration and its exhibits shall have the meanings stated below and in Chapter 718, Florida Statutes, unless the context otherwise requires. Whenever the singular is used, it shall include the plural, use of the plural shall include the singular, and the use of any gender shall include all genders.

4.1 "Assessment" means a share of the funds required for the payment of Common Expenses, which from time to time is assessed against a Unit or the Owner of a Unit.

4.2 "Association Property" means all real or personal property owned by the Association or leased by the Association and not part of the Common Elements. Association Property excludes the roadway passing through the Condominium, named H.A.S. Street, as such roadway is owned by the Master Association.

4.3 "Association" means the Pheasant Hollow Condominium Association, Inc., a Florida Corporation, not-for-profit, which is the entity responsible for the operation of the Condominium.

4.4 "Board of Directors" or "Board" means the representative body that is responsible for the administration of the Association, and is the same body referred to in the Condominium Act as the "Board of Administration."

4.5 "By-Laws" means the By-Laws of the Association, as they are amended from time to time.

4.6 "Common Elements" means the portions of the Condominium Property not included in the Units as defined in Florida Statute 718.108, including the land, all parts of the improvements which are not included within the Units, all easements, and installments for the furnishing of services to more than one Unit or to the Common Elements, an easement for support in every portion of a Unit which contributes to the support of a building and any other parts of the Condominium Property designated as Common Elements in the Declaration or any recorded exhibits thereto, which shall include, but not be limited to: (i) all improvements and equipment located within the Common Elements, including, without limitation, signage, swales and berms, structures, lighting, landscaping, and pedestrian paths; (ii) any lakes, retention areas or other water bodies within the Common Elements, including subsurface drainage systems; and (iii) any pool, restroom, parking facilities, or other recreational facility designated Common Elements in this Declaration. The Declarant hereby dedicates as Common Elements the property shown on Exhibit "B" attached hereto and incorporated herein by reference and the property shall be maintained by the Association as set forth herein.

4.7 "Common Expenses" means all expenses properly incurred by the Association in the performance of its duties, as set forth further in Section 10.1 of this Declaration.

4.8 "Common Surplus" means the amount of all receipts or revenues, including Assessments, rents or profits collected by the Association that exceeds Common Expenses.

4.9 "Condominium Documents" means and includes this Declaration of Condominium for Pheasant Hollow at Hunters Ridge, a Condominium, and all recorded exhibits thereto, as amended from time to time.

4.10 "Condominium Parcel" means a Unit, together with the undivided share in the Common Elements that is appurtenant to the Unit.

4.11 "Condominium Property" or "Property" means the lands and personal property subject to the condominium form of ownership, whether or not contiguous and all improvements thereon and all easements and rights appurtenant thereto.

4.12 "Declarant" or "Developer" shall mean and refer to Parker Hunters Ridge, LLC, a Florida limited liability company, its successors and assigns. It shall not include any person or entity who purchases a Condominium Unit from Parker Hunters Ridge, LLC, unless such purchaser is specifically assigned some or all rights of Parker Hunters Ridge, LLC, by a separately recorded instrument.

4.13 "Family" means two or more persons, each of whom is related to each of the others by blood, marriage, or adoption, or not more than two persons not so related who reside together as a single housekeeping unit.

4.14 "Fixtures" mean those items of tangible personal property which by being physically annexed or constructively affixed to the Unit have become accessory to it and are part and parcel of it, including, but not limited to, interior partitions, walls, appliances which have been built in or permanently affixed, and plumbing fixtures. Fixtures do not include wall, floor or ceiling coverings.

4.15 "Guest" means any person who is physically present in, or occupies a Unit at the invitation of the Owner or Occupant without the payment of consideration or rent.

4.16 "Institutional First Mortgagee" shall mean and refer to the holder of a first mortgage against a Unit which holder is a bank, savings and loan association, real estate or mortgage investment trust, pension or profit sharing trust, the Federal Housing Administration, the Veterans Administration, any agency of the United States of America; or any entity recognized in the community as an institutional lender. The mortgage may be placed through and closed in the name of a mortgage broker.

4.17 "Lease" means the grant by a Unit Owner of a temporary right of use of the Owner's Unit for a valuable consideration.

4.18 "Limited Common Elements" means those portions of the Common Elements that are reserved for the use of a particular Unit or Units to the exclusion of all other Units.

4.19 "Master Association" shall mean and refer to the Hunters Ridge Community Association, Inc.

4.20 "Master Community" shall mean and refer to the real property encumbered by the Master Declaration.

4.21 "Master Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions for Hunters Ridge, as amended, as described in the "Plan of Development" section at the beginning of this Declaration.

4.22 "Member" shall mean and refer to all those Owners who are members of the Association.

4.23 "Occupant" when used in connection with a Unit, means any person who is physically present in a Unit on two or more consecutive days, including staying overnight.

4.24 "Official Records" shall mean those records that the Association maintains as is required by applicable law, including, but not limited to Section 718.111(12), Florida Statutes.

4.25 "Primary Occupant" shall mean the natural person approved for occupancy when title to the Unit is held in the name of a trustee, a corporation, or other entity which is not a natural person.

4.26 "Survey and Architectural Exhibits" means the Surveyor's Certificate, the legal descriptions of and survey of the Land, including the Common Elements; graphic descriptions of improvements and plot plans thereof; and floor plans of each type of Unit on the Land, all of which are attached as a part of Exhibit "B" attached hereto and incorporated herein by reference, including, without limitation, any amendments thereof.

4.27 "Unit Owner" or "Owner" means the record owner of a fee simple interest in a Condominium Parcel.

4.28 "Unit" or "Condominium Unit" shall mean and refer to a part of the Condominium Property which is subject to exclusive ownership. The Developer reserves the right to combine two or more Units into one Unit by modifying or eliminating the walls between Units. However, any Units which have been combined shall continue to be treated as separate Units for purposes of allocating assessments and votes of Unit Owners.

5. SURVEY, PLOT PLAN, GRAPHIC DESCRIPTION AND IDENTITY OF UNITS.

5.1 Survey and Architectural Exhibits. The Survey Exhibits attached hereto and made a part of this Declaration include the following in Exhibit "B": plot plan, survey, graphic description, unit floor plans, parking plans and legal description of the Condominium.

All of the above are hereinafter referred to as the "Survey and Architectural Exhibits."

Exhibit "B" is in sufficient detail to identify the location, dimensions and size of each Unit and the location of the Common Elements and Limited Common Elements. Accordingly, the Condominium, as represented in the Survey and Architectural Exhibits, has been certified by a Florida Registered Land Surveyor indicating statutory compliance with Section 718.104(4)(e), Florida Statutes.

5.2 Unit Identification. The Condominium Property consists of the land described in Exhibit "A" attached hereto together with the buildings and other improvements constructed thereon, which includes the Units, Common Elements and Limited Common Elements. Exhibit "B" to this Declaration sets forth the building floor plans for the different types of Units in the Condominium. The Condominium contains forty (40) Units, each one of which is declared to be a Unit, and each Unit is designated by a one digit number identifying the building, together with a one digit number identifying first or second floor, together with a two digit number identifying the Unit, as shown on Exhibit "B."

The aforesaid numbers of each building, together with the two-digit identifying number, shall legally identify that Unit. Each Unit, together with all appurtenances thereto, shall, for all purposes, constitute a separate parcel of real property which may be owned in fee simple and which may be conveyed, transferred or encumbered in the same manner as any other parcel of real property, subject only to the provisions of the Condominium Documents and easements, restrictions, reservations and limitations of record.

5.3 Unit Boundaries. Each Unit shall include that part of the building that lies within the following boundaries:

(a) Upper and Lower Boundaries. The upper and lower boundaries of the Unit shall be the following boundaries extended to their planar intersections with the perimetrical boundaries.

(i) Upper Boundaries. The upper boundary shall be the unfinished lower surface of the ceiling.

(ii) Lower Boundaries. The horizontal plane of the unfinished upper surface of the concrete floor of the Unit.

(b) Perimetrical Boundaries. The perimeter boundaries of the Unit shall be the vertical planes of the unfinished exterior surface of the plasterboard walls bounding the Unit, as shown on the Condominium plot plan, extended to their planar intersections with each other and with the upper and lower boundaries.

(c) Apertures. Where there are apertures in any boundary, including, but not limited to, windows and doors, the Unit boundaries shall extend to and include such window or door, including all frameworks thereof. Owners may not change the appearance of any item visible from outside the Unit without Association approval.

(d) Screened Balconies or Open Terraces. Any screened balcony or open terrace, attached to and serving exclusively one Unit, shall be a part of that Unit. The Unit Owner shall be responsible for cleaning and care of the screened balcony or open terrace. No screened balcony or open terrace may be carpeted, covered or enclosed in any way without the approval of the Association. The maintenance, repair or replacement and insurance of any floor coverings permitted by the Association shall be the responsibility of the Unit Owner. The Unit Owner may not change the original color of the screened balcony or open terrace, nor change the screened balcony or open terrace in any way which is visible from the Common Elements or other Units without the prior written consent of the Association. The Association shall have the right to require Unit Owners to remove or screen from view any items placed on a screened balcony or open terrace, at the Association's discretion. Additionally, Unit Owners are prohibited from storing or temporarily placing any propane tanks or gas grills within any screened balconies or open terraces.

(e) Additional Items Included with Units. All of the following items are included with each Unit (some of which may not necessarily be provided to Owners by the Developer), if such items are wholly or partially located within a Unit and designed and installed to serve only such Unit:

(i) All non-load bearing walls and partitions, doors, door frames, door hardware, and window panes;

(ii) All kitchen equipment and fixtures, including without limitation, ovens, refrigerators, freezers, sinks, ranges, cabinets, dishwashers, exhaust fans and waste disposal units;

(iii) All bathroom, lavatory and plumbing fixtures and equipment, including, without limitation, sinks, tubs, showers, toilets, vanities, exhaust fans, and medicine cabinets;

(iv) All electrical and lighting fixtures, including, without limitation, outlets, switches, lamps, bulbs, outlet boxes, switch boxes, telephone outlets, circuit breakers, and circuit breaker panels;

(v) All clothes washers, clothes dryers, water heaters, heating equipment, and air conditioning equipment, which serve each Unit;

(vi) All floor and wall covering, including, without limitation, carpeting, tiling, wallpaper and paint;

(vii) All piping, ducts, wiring, cables and conduits of any kind or type serving only the particular Unit.

(viii) All windows, including window frames and window glass, screens, or other transparent or translucent material, and all doors, including all hardware, casings and framings therefore, shall be a part of the Unit.

(f) Exceptions. In any case of conflict or ambiguity, the survey and plot plans set forth on Exhibit "B" hereto shall control in determining the boundaries of a Unit. Provided, however, the definition of Unit and Unit boundaries are to be interpreted as broadly as possible to include items and areas within the Unit. In the case of any ambiguity in these documents or the survey and plot plans set forth in Exhibit "B", the intent is to include such ambiguities within the Unit.

6. CONDOMINIUM UNITS; APPURTENANCES AND USE; RECREATION FACILITIES.

6.1 Ownership of Unit. Each Unit, together with space within it, and together with all appurtenances thereto, for all purposes, constitutes a separate parcel of real property, which may be owned in fee simple and which may be conveyed, transferred and encumbered only as provided in and subject to the provisions of this Declaration and applicable laws.

6.2 Appurtenances to Unit. The ownership of each Unit shall include, and there shall pass as appurtenances thereto, whether or not separately described, all of the right, title and interest of a Unit Owner in the Condominium property which shall include but not be limited to the following:

(a) An undivided share of ownership of the Common Elements as defined in Chapter 718.108 of the Florida Statutes and an undivided share in the Common Surplus. The Owner of each Unit will own an undivided interest in the Common Elements and Common Surplus of the condominium, expressed as the fractional share below, and shall be obligated for an identical fractional share of the Common Expenses. Each Unit's fractional interest in the Common Expenses and fractional share of the Common Expenses is equal. The Unit Owner's individual share of the Common Elements, Expenses and Surplus shall be 1/40.

(b) Membership and voting rights in the Association, which shall be acquired and exercised pursuant to the Articles of Incorporation and By-Laws of the Association, attached hereto as Exhibits "C" and "D," respectively.

(c) The exclusive right to use the Common Elements and Limited Common Elements as provided for in this Declaration, including the right to transfer such right to other Units or Owners to the extent authorized by this Declaration as originally recorded.

(d) Other appurtenances as may be provided in this Declaration and its exhibits.

6.3 Use and Possession. An Owner is entitled to exclusive use and possession of his Unit subject only to the Association's right of access provided in the Condominium Act. He shall be entitled to use the Common Elements in accordance with the purposes for which they are intended, but such use may not hinder or encroach upon the lawful rights of other Owners or other persons having rights to use the Condominium Property. No Unit may be divided or any fractional portion sold or otherwise transferred. The use of the Units, Common Elements and Limited Common Elements shall be governed by the Condominium Documents and by the rules and regulations adopted by the Association, through its Board of Directors, in the manner set forth in the By-Laws.

7. EASEMENTS.

7.1 Easements. Each of the following easements and easement rights are reserved through the Condominium Property and is a covenant running with the land of the Condominium, and notwithstanding any of the other provisions of this Declaration, may not be revoked and shall survive the exclusion of any of the lands of the Condominium from the Condominium.

(a) Utilities. The Association, on its behalf and on behalf of all Owners, shall have the right to grant such electric, gas, or other utility or service or other easements, or relocate any existing easements, or drainage facilities, in any portion of the Condominium Property, and to grant access easements or relocate any existing access easements in any portion of the Condominium Property, as the Association shall deem necessary or desirable for the proper operation and maintenance of the Common Elements or condominium buildings, or any portion

thereof, or for the general health or welfare of the Owners, or for the purpose of carrying out any provisions of this Declaration or otherwise. Such easements or the relocation of existing easements may not prevent or unreasonably interfere with the reasonable use of the Units for their intended purposes. The Association, on behalf of itself and all Owners, shall also have the right to transfer title to utility-related equipment, facilities or material to any public utility company or governmental agency which is assuming the obligation to maintain such equipment, facilities or material. In connection with the foregoing, bills of sale may be granted for items of personal property owned or governed by the Association. Furthermore, the Association shall have the authority to take any other action, on behalf of itself and all Owners, to satisfy the requirements of any public utility company or governmental agency to which any such utility-related equipment, facilities or material are to be so transferred.

The Association, on behalf of itself and on behalf of all Owners, for all lands now in, or hereinafter added to the Condominium, grants to Master Association an easement for water and sewer lines across the Association Property, as such may exist from time to time, for the purpose of providing water and sewer service to Master Association and all other condominium associations contained within Master Community and to the owners of all condominium and non-condominium units contained within the Master Community. This easement shall include the right of access for the purpose of installation, maintenance and repair of such water and sewer lines.

The Association, on behalf of itself and on behalf of all Owners and as provided for in the Master Declaration, for all lands now in, or hereinafter added to the Condominium, grants to Master Association a non-exclusive easement over any Association Property, Condominium Property, and Common Elements for construction, development, repair and maintenance of utilities, systems and facilities (including, but not limited to, fire and police protection, garbage and trash removal, water and sewage system, electric and gas service, drainage and telephone, driveways, and H.A.S. Street) and the utilities and applicable governmental agencies having jurisdiction thereover and their employees and agents shall have the right to access to any Association Property, Condominium Property, and Common Elements in furtherance of such easements.

(b) Encroachments. In the event that any Unit shall encroach upon any of the Common Elements or upon any other Unit for any reason other than the intentional act of the Owner, or in the event any Common Element shall encroach upon any Unit, then an easement shall exist to the extent of that encroachment for so long as the encroachment shall exist.

(c) Ingress and Egress. A non-exclusive easement in favor of each Owner and Occupant, their respective Guests and invitees, shall exist for pedestrian traffic over, through, and across sidewalks, streets, paths, walks, and other portions of the Common Elements as from time to time may be intended and designated for such purpose and use; and for vehicular and pedestrian traffic over, through, and across such portions of the Common Elements as from time to time may be paved and intended for such purposes, and for purposes of ingress and egress to the public or private ways. None of the easements specified in this subparagraph shall be encumbered by any leasehold or lien other than those on the Condominium Units. Any lien encumbering such easements shall automatically be subordinate to the rights of Owners with respect to such easements. The right of each Owner and Occupant, their respective Guests and

invitees, to vehicular and pedestrian ingress and egress over H.A.S. Street is provided pursuant to the Master Declaration as H.A.S. Street is owned and maintained by the Master Association.

(d) Structural Supports. Each Unit shall have an easement for structural support over every other Unit and portion of the Common Elements supporting such Unit, and each portion of the Common Elements shall have an easement for support over all Units and all portions of the Common Elements supporting such portion of the Common Elements.

(e) Master Community Items. A non-exclusive easement in favor of the Master Association for entry features, hardscape and walls which may encroach onto the Common Elements. In addition, the Declarant and Master Association shall have a non-exclusive and perpetual easement to enter upon, across, above, and under the Property within the Master Community, including the Common Elements, at reasonable hours to perform its responsibilities of maintenance, inspection, and repair, including, without limitation, the right to enter upon any Common Elements for the purpose of maintenance of the roadways passing through the Condominium. This easement shall not entitle the holders to construct or install any drainage systems, facilities or utilities over, under, or through any existing residential dwelling Unit, and any damage to a Unit resulting from the exercise of this easement shall promptly be repaired by and at the expense of the person exercising this easement. The exercise of this easement shall not unreasonably interfere with the use of any Unit. The Board shall, upon written request, grant a specific license or easement to a party furnishing any such maintenance or service.

(f) Access for Maintenance. The Association has the irrevocable right of access to each Unit during reasonable hours, when necessary for the maintenance, repair, or replacement of any Common Elements or of any portion of a Unit to be maintained by the Association pursuant to the Declaration or as necessary to prevent damage to the Common Elements or to a Unit or Units.

The Association, on behalf of itself and on behalf of all Owners and as provided for in the Master Declaration, for all lands now in, or hereinafter added to the Condominium, grants to Master Association a non-exclusive easement for the ingress and egress over any Association Property, Condominium Property, and Common Elements in order to gain access to the Common Areas (as that term is defined in the Master Declaration) for the Master Association to discharge its duties of construction, maintain and repair the Common Areas and for the purpose of maintaining the Properties (as that term is defined in the Master Declaration) by the Master Association in a manner consistent with the Master Association's maintenance obligations of the Common Areas or rights provided in the Master Declaration.

7.2 Restraint Upon Separation and Partition.

(a) The undivided share in the Common Elements appurtenant to a Unit shall not be separated from the Unit and shall pass with the title to the Unit, whether or not separately described. No legal action for partition of the Common Elements shall be permitted.

(b) The shares in the funds and assets of the Association cannot be assigned, pledged or transferred in any manner except as an appurtenance to the Units.

8. LIMITED COMMON ELEMENTS.

8.1 Description of Limited Common Elements. Certain Common Elements have been designated as Limited Common Elements, reserved for the use of a particular Unit or Units, to the exclusion of other Units. The Limited Common Elements and the Units to which their use has been designated are as described herein and as further identified on the attached Survey and Architectural Exhibits. The right of exclusive use of each Limited Common Element passes with the Unit to which it is assigned, whether or not separately described. The following Common Elements are hereby designated as Limited Common Elements:

(a) Air Conditioning and Heating Equipment. All equipment, fixtures and installations located outside of a Unit, which furnish air conditioning or heating exclusively to that Unit, shall be Limited Common Elements, and shall be maintained, repaired and replaced solely at the expense of the owner of the Unit.

(b) Driveway. The driveways shown on the Survey and Architectural Exhibits are Limited Common Elements. The repair and/or maintenance of the driveways shall be at the expense of the Association.

(c) Others. Any part of the Common Elements that is connected to or exclusively serves a single Unit, and is specifically required in Section 11 of this Declaration to be maintained, repaired or replaced by or at the expense of the Unit Owner, shall be deemed a Limited Common Element appurtenant to that Unit, whether specifically described above or not.

8.2 Exclusive Use. The exclusive use of a Limited Common Element is appurtenant to the Unit or Units to which it is designated or assigned. The right to such use shall pass with the Unit on transfer, whether or not separately described.

9. ASSOCIATION. The operation of the Condominium shall be by Pheasant Hollow Condominium Association, Inc., a Florida Corporation, not-for-profit, which shall perform its function pursuant to the following:

9.1 Articles of Incorporation. A copy of the Articles of Incorporation of the Association is attached as Exhibit "C."

9.2 By-Laws. The By-Laws of the Association shall be the By-Laws attached as Exhibit "D."

9.3 Delegation of Management. The Association may contract for the management and maintenance of the Condominium Property and authorize a management agent to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Assessments, preparation of records, enforcement of rules and maintenance, repair and replacement of the Common Elements with funds made available by the Association for such purposes. The Association and its officers shall, however, retain at all times the powers and duties provided in the Condominium Act. Any management contract entered into by the Association shall be in compliance with the provisions of the Condominium Act.

9.4 Membership and Voting Rights. The membership of the Association shall be comprised of Owners, as further provided herein and in the By-Laws. The Members' voting rights shall be provided for in the By-Laws.

9.5 Acts of the Association. Unless the approval or affirmative vote of the Owners is specifically made necessary by some provision of the Condominium Act or the Condominium Documents, all approvals or actions permitted or required to be given or taken by the Association may be given or taken by its Board of Directors or its designee, without a vote of the Owners. The Officers and Directors of the Association have a fiduciary relationship to the Owners. An Owner does not have the authority to act for the Association by reason of being an Owner.

9.6 Powers and Duties. The powers and duties of the Association include those set forth in the Condominium Act and the Condominium Documents. The Association may contract, sue, or be sued with respect to the exercise or non-exercise of its powers. For these purposes, the powers of the Association include, but are not limited to, the maintenance, management, and operation of the condominium property.

9.7 Official Records. The Association shall maintain its Official Records as required by law. The Official Records shall be open to inspection by Owners or their authorized representatives at reasonable times, and copies shall be available at reasonable cost to the owner requesting copies. The records shall include, but are not limited to the following:

(a) A record of all receipts and expenditures.

(b) All financial source documents.

(c) An account for each Unit designating the name and current mailing address of the Unit Owner, the amount of each Assessment, the dates and amounts in which Assessments come due, the amounts paid on account, and the balance due.

(d) Declaration of Condominium, Articles of Incorporation, By-Laws and Amendments.

(e) Rules.

(f) Question and Answer Sheet.

9.8 Purchase of Units. The Association has the power to purchase Units in the condominium and to acquire and hold, lease, mortgage, and convey them, subject to the approval of a majority of the Board of Directors.

9.9 Roster. The Association shall maintain a current roster of names and mailing addresses of Unit Owners. A copy of the up-to-date roster shall be made available to each Unit Owner upon request.

9.10 Limitation on Liability. Notwithstanding its duty to maintain and repair the Common Elements and the Association Property, the Association shall not be liable to Unit Owners for injury or damage, other than the cost of maintenance and repair, caused by any latent

condition of the property to be maintained and repaired by the Association, or caused by the elements or Unit Owners or other persons.

10. ASSESSMENTS AND LIENS. The Association has the power to make and collect Assessments against each Condominium Parcel, as defined in the Condominium Act, and Owner in order to provide the necessary funds for proper operation and management of the condominium and for the operation of the Association. The Association has the power to levy and collect Assessments based on the annual budget; to levy special Assessments for non-recurring or unbudgeted Common Expenses; and to impose special charges against any individual Condominium Parcel for any amounts, other than for Common Expenses, which are properly chargeable against such Condominium Parcel under this Declaration or the Association's By-Laws. Assessments will be paid quarterly, in advance, by the Unit Owners. The Association shall collect all assessments and other sums due the Master Association if required of it by the Master Association. The Association shall remit the assessments to the Master Association pursuant to such procedures as may be adopted by the Master Association. Assessments shall be levied and payment enforced as provided by law and as follows:

10.1 Common Expenses. Common expenses include all expenses for the operation, maintenance, repair or replacement of the Common Elements and Association Property, the expenses of operating the Association and any other expenses properly incurred by the Association for the Condominium, including any amounts budgeted for the purpose of funding reserve accounts. The cost of providing basic cable television under a bulk service contract and the cost of water, sewer service and trash removal shall also be a Common Expense, or a Master Association expense, unless separately charged to each Unit by the service provider. If so required by the Master Association, assessments due the Master Association by the Association shall be a Common Expense of the Association.

10.2 Share of Common Expense. Each Unit Owner shall be liable for its proportional share of the Common Expenses as provided herein, and shall share in the Common Surplus in the same proportion. Said share is equal to the Owner's share in the Common Elements. Such right shall not vest or create in any Owner the right to withdraw or receive distribution of his share of the Common Surplus, except as otherwise provided herein.

10.3 Ownership. Assessments collected by or on behalf of the Association become the property of the Association. No Owner has the right to claim, assign or transfer any interest therein except as an appurtenance to his Unit.

10.4 Liability for Assessments. The owner of each Unit, regardless of how title was acquired, is liable for all Assessments or installments thereon coming due while he is the Owner. Multiple Owners are jointly and severally liable. Except as provided in Section 10.11 below, whenever title to a Unit is transferred for any reason, the grantee is jointly and severally liable with the grantor for all unpaid Assessments against the grantor without prejudice to any right the grantee may have to recover from the grantor any amounts paid by the grantee. Any Lease of a Unit shall be subordinate to any Claim of Lien filed by the Association against the Unit, regardless of whether the Lease was executed before or after the Claim of Lien was recorded.

10.5 No Waiver. The liability for Assessments may not be avoided by waiver of the use or enjoyment of any Common Elements or by abandonment of the Unit for which the Assessments are made, or by interruption in the availability of the Unit or the Common Elements for any reason whatsoever. No Owner may be excused from payment of his share of the Common Expenses unless all Owners are likewise proportionately excused from payment, except as provided below as to first mortgagees and the Developer.

10.6 Failure to Pay; Interest. All sums for Assessments and installments thereon not so paid within thirty (30) days from the date said installment is due shall bear interest at the highest rate allowed by law until paid. In addition, the Association may charge an administrative late fee, not to exceed the greater of Fifty Dollars ($50.00) or five percent (5%) of each delinquent Assessment installment thereon. All payments on account shall be applied as provided in the By-Laws. Assessments and installments thereon shall become due, and the Owner shall become liable for said assessments and installments, on the date set by the Association for payment.

10.7 Liens. The Association has a lien on each Condominium Parcel securing payment of any unpaid Assessments, including interest and reasonable attorney's fees and costs incurred by the Association incident to the collection of the Assessment or enforcement of the lien. The lien is perfected upon recording a Claim of Lien in the Public Records of Lee County, Florida, stating the legal description of the Condominium Unit, the name of the record Owner, the name and address of the Association, the amount due and due dates. The lien shall be in effect for one year after the claim of lien has been recorded, unless within the one-year period, the lien is released, or an action to enforce the lien is commenced in a court of competent jurisdiction. The Claim of Lien secures payment of all Assessments which are due until the entry of a judgment of foreclosure. A Claim of Lien must be signed and acknowledged by an officer, agent or attorney of the Association. Upon full payment, the person making the payment is entitled to a satisfaction of the lien as provided in Chapter 718, Florida Statutes.

10.8 Priority of Lien. The Association's Claim of Lien for unpaid Assessments shall be effective as of the date of recording of the Declaration of Condominium. The Association's Claim of Lien for unpaid Assessments is limited by the rights of a first mortgagee as set forth in Section 10.11 of this Declaration. Any lease of a Unit shall be subordinate and inferior to any Claim of Lien of the Association, regardless of when the lease was executed.

10.9 Foreclosure. The Association may bring an action in its name to foreclose a lien for unpaid Assessments in the manner provided in the Condominium Act and may also bring an action to recover a money judgment for the unpaid Assessments without waiving any claim of lien. The Association is entitled to recover its reasonable attorney's fees incurred in either a lien foreclosure action or an action to recover a money judgment for unpaid Assessments. If a Unit is rented during the pendency of a foreclosure proceeding by the Association, the Association may apply to the court to have a receiver appointed to collect the rent and the expenses of the receiver will be paid by the party which does not prevail in the foreclosure action.

10.10 Transfer of Ownership of Foreclosed Unit. If a foreclosure action is brought against the Owner of a Condominium Unit and the interest of the Owner in the Condominium Unit is sold, the Condominium Owner's Membership shall be canceled, and Membership shall be issued to the purchaser at the foreclosure sale.

10.11 Mortgage Foreclosure. Except as otherwise provided by law, a first mortgagee who acquires title to the Unit by foreclosure or by deed in lieu of foreclosure is liable for the unpaid Assessments that became due prior to the mortgagee's receipt of the deed. However, in no event shall the mortgagee be liable for more than six (6) months of the Unit's unpaid Common Expenses or Assessments accrued before the acquisition of the title to the Unit by the mortgagee or one percent (1%) of the original mortgage debt, whichever amount is less. The unpaid share of Common Expenses or Assessments is a Common Expense collectible from all of the Owners, including such acquirer and his successors and assigns. No Owner may be excused from the payment of any Assessments coming due during the period of such ownership, whether or not such Owner's Unit is occupied or such Owner fails to use any portion of the Common Elements.

10.12 Certificate as to Assessments. Within fifteen (15) days after request by an Owner or Unit mortgagee, the Association shall provide a certificate stating all Assessments and other monies owed to the Association by the Owner with respect to the Condominium Parcel. Any person other than the owner who relies upon such certificate shall be protected thereby.

11. MAINTENANCE; LIMITATION UPON ALTERATION AND IMPROVEMENT. Responsibility for the maintenance of the Condominium Property and restrictions on its alteration and improvements shall be as follows:

11.1 Units.

(a) By the Association. The Association shall maintain, repair and replace at the Association's expense the portions of any Unit that contribute to the support of the buildings, including but not limited to perimeter walls, columns, roofs, floors, wiring, piping, duct work and other mechanical or electrical or other installations or equipment serving the Common Elements or more than one Unit. However, if any such maintenance, repair or replacement shall be made necessary because of a negligent act or omission of an Owner, his Family, lessees, invitees or Guests, then the work shall be done by the Association at the expense of the Owner. All incidental damage caused to a Unit by work done or ordered by the Association shall be promptly repaired by and at the expense of the Association, which shall restore the Unit as nearly as practical to its condition before the damage.

(b) By the Owner. The responsibilities of an Owner shall be as follows:

(i) Each Unit Owner shall be responsible, at his own expense, for all maintenance, repairs, and replacements of and within his own Unit, including, but not limited to, such portions of the heating and air-conditioning equipment and other facilities or fixtures as are located or contained entirely within his own Unit; screens, windows and window glass; screened balconies and open terraces; the main entrance door to the Unit and its interior surfaces; all other doors within or affording access to the Unit; the electrical, mechanical and plumbing lines, pipes, fixtures, switches, valves, drains and outlets located partially or entirely within the Unit, or serving only the Unit; the circuit breaker panel and all electrical wiring going into the Unit from the panel; appliances, water heaters, smoke alarms and vent fans; carpeting and other floor coverings; door and window hardware and locks; shower pans; and the main water supply shutoff valve for the Unit. Provided, however, that any insurance proceeds payable to the

Association with respect to loss or damage to the fixtures within the Unit that are covered by the Association's insurance provided for in this Declaration, and which loss would otherwise be borne by the Unit Owner, shall be paid to such Unit Owner, less any deductible required by the insurance policy. Each Unit Owner shall be responsible for all maintenance and decorating within his own Unit, including painting, wallpapering, paneling, floor covering, draperies, window shades, curtains, lamps and other light fixtures, and other furnishings and interior decorating, including the inside surface of the Unit entrance door. No Unit Owner may make any additions to the Common Elements or Limited Common Elements or do anything which would adversely affect the safety or soundness of the Common Elements or Limited Common Elements, or any portion of the Condominium which is to be maintained by the Association. Any emergency maintenance, repairs and/or replacements for which the Unit Owners are responsible and obligated to perform, which, if not performed or omitted, would affect other Units or Common Elements, shall be performed promptly as the need arises. If Unit Owners fail to promptly perform these, the Association shall have the right to perform these obligations. The Association shall have the right of access to all Units to perform such emergency maintenance or repair.

(ii) No Owner shall paint, decorate or change the appearance of any exterior portion of the building, the Limited Common Elements or the Common Elements, unless the prior written consent of the Association is first obtained.

(iii) No Owner shall change the appearance of any portion of their Unit which is visible from the Common Elements or from other Units without the prior written consent of the Association.

(iv) An Owner may not make any alterations to his Unit which would add to or remove any portion of the Common Elements or Limited Common Elements without prior approval of the Association, nor do anything which would adversely affect the safety or soundness of any portion of the Condominium Property.

(v) The Board of Directors may adopt a uniform plan for enclosing screened porches and terraces; and Owners may, at their own expense, enclose their porches or terraces in conformity with such plan after submitting plans and specifications to the Association and obtaining its written approval.

11.2 Common Elements. The maintenance, repair and replacement of the Common Elements is the responsibility of the Association and is a common expense. Except as otherwise provided herein, there shall be no material alteration of, nor substantial additions to, the Common Elements without prior approval by the owners of not less than two-thirds (2/3) of the Units. Neither the Association, nor individual Unit Owners, may interfere with the activities and use of the Common Elements by such telecommunication companies. If work required to be done by the Association in order to perform its duties to repair or replace the Common Elements also constitutes a material alteration of, or substantial addition to, the Common Elements, no Unit Owner consent or vote is required. The Association's responsibilities include the following:

(a) Electrical wiring up to the circuit breaker panel in each Unit;

(b) Water pipes up to the individual Unit cut-off valve within the Unit;

(c) Cable television lines up to the wall outlets in the Unit;

(d) Air conditioning condensation drain lines, up to the point where they enter each Unit;

(e) Sewer lines, up to the point where they enter the Unit;

(f) All exterior building walls, including painting, waterproofing and caulking.

The Association's responsibility does not include interior wall switches or receptacles, plumbing fixtures or other electrical, plumbing or mechanical installations located within a Unit and serving only that Unit.

The Unit Owner shall maintain the interior of any enclosed Limited Common Element assigned to them. They shall also pay for any extraordinary maintenance to a Limited Common Elements caused by their act/or omission.

11.3 Alterations and Additions to Common Elements and Association Property By Association. The protection, maintenance, repair and replacement of the Common Elements and Association property is the responsibility of the Association and the cost is a Common Expense. Beyond this function, the Association shall make no material alteration of, nor substantial additions to, the Common Elements or Association Property without prior approval of at least two-thirds (2/3) of the voting interests. However, no prior Owner approval is required for work reasonably necessary to protect, insure, maintain, repair or replace the Common Elements, even if such work constitutes a material alteration or substantial addition to the Common Elements.

11.4 Enforcement of Maintenance. If an Owner fails to maintain his Unit or its appurtenant Limited Common Elements as required above, the Association shall have the right to institute legal proceedings to enforce compliance, or may take any and all other steps necessary to remedy such violation. The Association has the irrevocable right of access to each Unit during reasonable hours, when necessary for making emergency repairs which are necessary to prevent damage to the Common Elements or to another Unit. Any expenses so incurred by the Association shall be charged against the Owner, together with a ten percent (10%) administration fee for the work performed and reasonable attorneys' fees and other expenses of enforcement.

11.5 Negligence; Damage Caused by Condition Within Unit. Each Owner shall be personally liable for the expenses of any maintenance, repair or replacement made necessary by his negligence or by that of any member of his Family or his Guests, employees, agents, or lessees, but, unless the negligence is of such character as to evidence gross recklessness or willful or wanton disregard for life or property, the Owner shall be liable only to the extent that such expense is not met by the proceeds of insurance carried by the Association. If any condition, defect or malfunction existing within a Unit, whether caused by the Owner's negligence or otherwise, shall cause damage to the Common Elements or to other Units, the Owner of the offending Unit shall be liable to the persons or entity responsible for repairing the damaged areas for all costs of repair or replacement not paid by insurance.

11.6 Maintenance and Appearance. Each Member shall maintain his Unit and all fixtures and appliances located therein in good condition and repair at all times. No glass, screen, curtain, blind, shutters or awning may be installed on any porch or terrace without prior written approval by the Board of Directors. Each Owner is prohibited from painting or otherwise decorating or changing the appearance of any portion of the exterior of his Unit or the building except with prior written approval of the Board of Directors. All curtains, blinds, shades or other window coverings in the Unit shall be of such material, construction and installation that the only color visible from outside the Unit is white or a nearly white neutral color.

11.7 Floor Covering. Unless another type of floor covering is installed in a Unit by the Developer, all Units above the ground floor shall always have the floors covered with wall-to-wall carpeting, installed over high quality padding, except carpet is not required in kitchens, bathrooms and foyers where other types of non-resilient floor coverings installed with acoustically acceptable underlayment material of such kind and quality equivalent or superior to 1/4 inch of cork, and perimeter sound isolation material, as approved in writing by the Board, may be substituted. If the installation of any non-resilient floor covering is made without prior Board approval, the Board may require the Unit Owner to cover all such hard surface flooring with carpeting, or require the removal of such hard surface flooring at the expense of the Unit Owner. The structural integrity of balconies and terraces constructed of steel reinforced concrete is adversely affected by water intrusion and rusting aggravated by the water retention qualities of indoor/outdoor carpet, river rock and unglazed ceramic tile and its grout. For this reason, no indoor/outdoor carpet or river rock may be used on balconies or terraces, and all tile and its bedding and grout must be of such materials and so applied as to be waterproof. Any flooring installed on the balconies or terraces of a Unit shall be installed so as to ensure proper drainage. Non-resilient floor coverings may be installed in bathrooms without acoustical underlayment material. Notwithstanding the above, the Developer shall have the right to install any floor covering, in any manner, at its sole discretion.

11.8 Association Access to Units. The Association has the irrevocable right of access to the Units during reasonable hours, when necessary, for the maintenance, repair or replacement of any Common Element or for making emergency repairs which are necessary to prevent damage to the Common Elements or to another Unit. Further, the Association has the irrevocable right of access to the Units for maintenance, repair or replacement of any part of the Unit which is to be maintained by the Association under this Declaration. The Association's right of access includes, without limitation, entry for purposes of pest control, in the event the Association decides to provide pest control service, and preventative maintenance of safety equipment such as smoke alarms. The exercise of the Association's access rights shall be accomplished with due respect for the Owner's rights to privacy and freedom from unreasonable annoyance, as well as with appropriate precautions to protect the Owner's property.

12. USE RESTRICTIONS. In addition to other obligations and duties heretofore set out in this Declaration or the Master Declaration, every Owner or Occupant of a Unit shall abide by the following use restrictions and any rules and regulations adopted by the Association which are not inconsistent with the provisions set forth herein.

THERE ARE NO RESTRICTIONS ON CHILDREN RESIDING IN THE CONDOMINIUM.

12.1 Each Unit shall be used only for the purpose of a residence in which there shall not be more than six (6) persons continuously residing, excluding visitors and guests. No commercial activity or professional business shall be permitted in any Unit without the prior consent of the Association. Provided, however, the Developer may utilize any Unit and the Condominium Property for commercial activity as permitted elsewhere in this Declaration.

12.2 Except as set forth below, only conventional passenger automobiles and motorcycles may be parked in any parking area and only if the vehicle has a current license tag affixed to it. A "conventional passenger automobile" shall be limited to those vehicles which are primarily used as passenger motor vehicles, and which have a body style consisting of two doors, four doors, hatchback, convertible, station wagon, pick-up truck, mini-van or sport utility vehicle, provided they are in a condition substantially similar to that which existed when they were sold by the manufacturer, and specifically excluding vehicles that have been modified by increasing their height, off-road tires, roll bars and the like. Motor vehicles designed or used principally for the carriage of goods, including a motor vehicle to which has been added a cabinet box, platform, rack or other equipment for the purpose of carrying goods other than the personal effects of the passenger, and specifically including all boats, campers, recreational vehicles (vehicles having either kitchen or bathroom facilities), trailers, motor homes, mobile homes, any and all other vehicles other than the aforedescribed conventional passenger automobiles, shall be prohibited from parking on the Condominium Property.

12.3 Notwithstanding the foregoing parking limitations, service vehicles may be temporarily parked in parking areas during the time they are actually servicing a Unit, but in no event overnight, and boats, trailers, trucks, commercial and recreational vehicles, and other prohibited vehicles may be temporarily parked in a parking area when they are being actively loaded or unloaded. No vehicle belonging to any Owner or to a member of the family of an Owner, or Guest, tenant or employee of an Owner shall be parked in such manner as to impede or prevent access to another Owner's parking space. The Owner, their employees, servants, agents, visitors, licensees and the Owner's families will obey parking regulations posted at the private streets, parking areas and drives and any other traffic regulations which may be promulgated in the future for safety, comfort and convenience of the Owners. No vehicle which cannot operate on its own power shall remain within the Properties for more than twenty-four (24) hours, and no repair of vehicles shall be made within the Properties.

12.4 Guests only are allowed to park in visitors' spaces. No parking is permissible on the grass, common ground or streets at any time, other than service vehicles, and then only if necessary to service a Unit within the Properties. Any and all vehicles parked or stored on the Property which do not comply with the foregoing parking regulations shall be deemed "improperly parked vehicles" and are subject to towing by the Association at the vehicle owner's expense, at anytime after two (2) hours have elapsed from when the owner of the vehicle has been notified of the improper parking. Each Owner agrees to notify all Guests of the regulations regarding parking and to require Guests to abide by such parking regulations.

12.5 All vehicles shall be parked only in the parking spaces so designated for that purpose. No parking of commercial trucks of any nature or similar commercial vehicles shall be permitted for a period of more than four (4) hours, except temporarily during periods for purposes of actual construction or repair of a structure, moving in and out, and for moving or

transferring furniture, or for grounds maintenance. No commercial truck, commercial van, or other commercial vehicle, and no recreation vehicle, shall be permitted to be parked overnight. Notwithstanding the foregoing, vans equipped for personal passenger use shall be permitted, even if such vans are not kept fully enclosed inside a structure.

12.6 Any vehicle prohibited under this section may be removed by the Association at the expense of the Unit Owner owning and/or responsible for the same, for storage or public or private sale, at the election of the Association, and the Unit Owner owning and/or responsible for the same shall have no right of recourse against the Association therefor.

12.7 Each Owner shall maintain his Unit in good condition and repair, including all internal surfaces within or surrounding his Unit, and each Unit Owner shall maintain and repair the fixtures therein and shall promptly pay for any utilities which are metered separately to his Unit. Landscaped and grassed areas shall be used only for the purposes intended. No articles belonging to Unit Owners or residents shall be kept in such areas, temporarily or otherwise.

12.8 Each Unit Owner shall maintain his Unit in a clean and sanitary manner.

12.9 No Owner or resident of a Unit may make or permit any disturbing noises, as determined by the Board of Directors, in the building or on the Condominium Property, whether made by himself, his or her family, friends, guests, pets or employees, nor may he do or permit to be done anything by such persons that would interfere with the rights, comforts or other conveniences of other residents. No person may play or suffer to be played any musical instrument, stereo, phonograph, radio or television set in his Unit, or on or about the Condominium Property, if the same shall in any manner disturb or annoy the other residents or Owners of the Condominium Property.

12.10 Each Owner may identify his Unit by a nameplate of a type and size approved by the Association and mounted in a place and manner so approved.

12.11 No signs, advertising or notices of any kind or type whatsoever, including, but not limited to, "For Rent" or "For Sale" signs, shall be permitted or displayed on any Unit, Common Element or Limited Common Element, nor shall the same be posted or displayed in such a manner as to be visible from the exterior of any Unit, without the prior written approval of the Developer and Board of Directors, except that the Developer can post such signs until all of the Units owned by it are sold.

12.12 All damage to the Condominium Property caused by the moving and/or carrying of articles therein shall be paid by the Owner or person in charge of such articles. The Association may require the Owner to deposit funds with the Association as security for any damages caused by moving and/or carrying articles therein.

12.13 Soliciting is strictly forbidden. Owners should notify the Association if a solicitor appears, and appropriate action will be taken.

12.14 No Owner or resident of a Unit shall permit or suffer anything to be done or kept in his Unit which will increase the insurance rates on his Unit, the Limited Common Elements, if any, or the Common Elements, or which will obstruct the rights or interfere with the right of

other Owners or residents, or annoy them by unreasonable noises or otherwise, nor shall an Owner of a Unit commit or permit any nuisances, immoral or illegal act in a Unit, the Limited Common Elements, if any, or on the Common Elements. No screened lanai, terrace or entry porch may be carpeted, covered or enclosed in any way without the approval of the Association.

12.15 Each Owner or resident shall conform to and abide by the By-Laws and uniform rules and regulations in regard to the use of the Unit, Limited Common Elements and Common Elements, which may be adopted in writing from time to time by the Board of Directors of the Association, and to see that all persons using the Unit Owner's property by, through or under him do likewise.

12.16 Each Owner or resident shall allow the Association or its authorized agent to enter any Unit and the improvements thereon during reasonable hours when necessary for the maintenance, repair and/or replacement of any Common Elements, which include Limited Common Elements, or for making emergency repairs which are necessary to prevent damage to the Common Elements, which include the Limited Common Elements, or to another Unit or Units.

12.17 Owners or residents shall make no repairs to any plumbing or electrical wiring within a Unit, except by a licensed plumber or electrician.

12.18 Owners shall not alter, modify nor change the Condominium Units without the prior written approval of the Board of Directors. No Owner shall cause anything to be affixed or attached to, hung, displayed or placed on the exterior walls, doors, balconies or windows of the buildings (including, but not limited to, awnings, signs, storm shutters, screens, furniture, fixtures and equipment), nor plant or grow any type of shrubbery, flower, tree, vine, grass or other plant life outside his Unit, without the prior written consent of the Association. No screened lanai, terrace or entry porch may be carpeted, covered or enclosed in any way without the approval of the Association. Notwithstanding the foregoing, no provision of this Declaration shall prevent an Owner from respectfully displaying a United States flag in accordance with Florida Statutes §718.113(4).

12.19 Any change to the exterior lighting of a Unit must be approved in writing by the Board of Directors.

12.20 Pets and Animals.

(a) In order to keep a pet on the premises, prior approval of the Board of Directors must be obtained. Pets of Owners or Occupants shall be limited to no more than two (2) dogs and cats in the aggregate, small birds to be kept in a bird cage and tropical fish to be kept in an aquarium.

(b) All dogs and cats shall be contained in the Owner's Unit and, when not within the Unit, must be kept on a leash and not allowed to run free. Further, all pet owners are responsible for cleaning up and removing any waste made by their pets on the Condominium Property. The Board of Directors can withdraw the written approval as to pets referred to above at any time, in its sole discretion, when the pet becomes a nuisance, or the Owner does not abide

by the Rules and Regulations established by the Board of Directors of the Association pertaining to pets. All such animals shall be licensed by the appropriate state or local authorities.

(c) No horses, cows, goats, chickens, pigs, pigeons or any other such animals, fowl, reptiles or amphibians shall be kept on any of the Properties.

(d) Commercial activities involving pets are not allowed.

12.21 No ceramic tiles or wood floors which are not installed by the Developer may be installed in a Unit unless the Board of Directors has approved the plan for providing adequate noise insulation.

12.22 No Owner shall change, modify or alter any floor coverings without the prior written approval of the Board, including, but not limited to, the placement of any soft or water absorbing materials on the lanais.

12.23 Personal property of Unit Owners, including bicycles and similar items, shall be kept in the Units or storage areas for the Unit, or other areas specifically designated for such purpose, except when in use.

12.24 No Owner shall cook or barbecue on his or her lanai or terrace area, except for the use of Developer-installed cooking equipment which is properly vented. All other cooking and barbecuing may only be done in designated areas determined by the Association.

12.25 All window coverings shall be lined with white or off-white lining on the side exposed to the public, unless otherwise approved by the Board of Directors.

12.26 All garage doors shall remain closed at all times, unless vehicles or people are entering or exiting the garage.

12.27 Rules for Decorators, Contractors and Subcontractors.

(a) The Owner must preregister all Unit improvements with the property manager, giving the name, address, telephone number and fax number of the Unit Owner's representative who will be overseeing all work being done in a Unit, whether it be the interior decorator, the general contractor or the Unit Owner.

(b) Prior to commencing any work, the Unit Owner's representative must submit to the property manager a list of names, addresses and telephone numbers of all contractors and subcontractors who will be working in the Unit, together with a schedule of their work.

(c) The contractor and all subcontractors must have Type "B" licenses in Lee County or Collier County, and submit proof of same for the property manager's file.

(d) Prior to authorization for access, the contractor and all subcontractors must produce a certificate of insurance of general liability of not less than Five Hundred Thousand Dollars ($500,000.00) per occurrence and not less than One Million Dollars

($1,000,000.00) in the aggregate, and provide proof of worker's compensation coverage for the property manager's file.

(e) Work hours are between 8:00 a.m. and 5:00 p.m., Monday through Saturday.

(f) All workers must park their vehicles in designated parking areas.

(g) All trash and debris shall be hauled away by workers on a daily basis, unless a dumpster is specifically designated for the construction debris.

(h) Grout, paint, wall mud or any other material may not be poured down building drains, sinks, toilets, bathtubs, storm drains or gutters.

(i) All breaks and lunches, if taken on site, shall be confined to the Owner's Unit. No radios or construction noise which is audible beyond the Owner's Unit is allowed.

(j) Access to a Condominium Unit must be coordinated through the Unit Owner.

(k) Unit smoke alarms must be left in place. They are to be properly protected during any interior finish work which generates heavy airborne particles, including sanding and painting.

(l) Workers are not permitted to wander around other areas of the condominium property other than the specific area or Unit on which they are working.

The Association has the right to establish additional rules and regulations governing the conduct of all residents and also the use of the Units, Limited Common Elements and Common Elements, as long as such additional rules and regulations are not inconsistent with the terms and conditions of this Declaration. The Association shall have the power (but not the obligation) to grant relief in particular circumstances from the provisions of specific restrictions contained in this Section 12 for good cause shown.

13. TRANSFER OF OWNERSHIP OF UNITS. There are no restrictions on the transfer of ownership of Units. However, the new Owner shall provide the Association with the name, address and telephone number of the new Owner within ten (10) days after taking title to the Unit.

14. LEASING OF UNITS. No Condominium Unit shall be leased for a period of less than thirty (30) days, nor shall any Condominium Unit be leased without the prior written approval of the Board, which approval is subject to the Board's sole and absolute discretion, nor shall any Condominium Unit be used or sold on a "time-share basis." There may be a Fifty Dollars ($50.00) review fee paid to the Association for review of each proposed lease at the discretion of the Board. The Board may, by regulation, impose further restrictions upon the number of guests, frequency of visits and length of leases in the case of leased Units.

15. INSURANCE. In order to adequately protect the Association and the Common Elements, insurance shall be carried and kept in force at all times in accordance with the following provisions:

15.1 Duty and Authority to Obtain. The Board of Directors shall obtain and keep in force at all times the insurance coverage which it is required to carry, and may obtain and keep in force any or all of such other or additional insurance coverage as it is authorized to carry. The name of the insured shall be the Association or, in the discretion of the Board an insurance trustee, individually and as agent for the Association and for the Owners without naming them, and their mortgagees.

15.2 Required Coverage. The Association shall maintain property and liability insurance covering all of the buildings and other insurable improvements within the Condominium Property and the Association Property, including Common and Limited Common Elements, such insurance to afford the following protection:

(a) Property Damage. Loss or damage by fire, extended coverage (including Windstorm), vandalism and malicious mischief, and other hazards covered by the standard "All Risk" property contract.

(b) Flood Insurance. If required by law, the maximum amount available from time to time as underwritten and insured by the federal, state or local government.

(c) Liability. Premises and operations liability for bodily injury and property damage in such limits of protection and with such coverage as shall be required by the Board with cross liability endorsement to cover liabilities of the Owners as a group to an Owner.

(d) Automobile. Automobile liability for bodily injury and property damage for all owned and/or non-owned motor vehicles in such limits of protection and with such coverage as shall be required by the Board.

(e) Worker's Compensation. If required by law, the Association shall maintain Worker's Compensation insurance on at least a minimum premium basis.

(f) Fidelity Bond. The Association shall obtain and maintain adequate fidelity bonding of all persons who control or disburse funds of the Association. The amount of the bond shall be based upon the maximum funds that will be in the custody of the Association or its management agent at any one time, pursuant to Section 718.111(11)(d), *Florida Statutes*. "Persons who control or disburse funds of the Association" include, but is not limited to, those individuals authorized to sign checks and the president, secretary, and treasurer of the Association. The Association shall bear the cost of the bonding.

15.3 Premiums. Premiums upon insurance policies purchased by the Association shall be paid by the Association and charged to the Owners as Common Expenses.

15.4 Optional Coverage. The Association may purchase and carry other such insurance coverage as the Board of Directors may determine from time to time to be in the best interest of the Association and Owners. Owners are encouraged to procure insurance on their own Units, however, any insurance obtained by Owners must contain waivers of subrogation and may not affect the coverage under Association policies.

15. INSURANCE. In order to adequately protect the Association and the Common Elements, insurance shall be carried and kept in force at all times in accordance with the following provisions:

15.1 Duty and Authority to Obtain. The Board of Directors shall obtain and keep in force at all times the insurance coverage which it is required to carry, and may obtain and keep in force any or all of such other or additional insurance coverage as it is authorized to carry. The name of the insured shall be the Association or, in the discretion of the Board an insurance trustee, individually and as agent for the Association and for the Owners without naming them, and their mortgagees.

15.2 Required Coverage. The Association shall maintain property and liability insurance covering all of the buildings and other insurable improvements within the Condominium Property and the Association Property, including Common and Limited Common Elements, such insurance to afford the following protection:

(a) Property Damage. Loss or damage by fire, extended coverage (including Windstorm), vandalism and malicious mischief, and other hazards covered by the standard "All Risk" property contract.

(b) Flood Insurance. If required by law, the maximum amount available from time to time as underwritten and insured by the federal, state or local government.

(c) Liability. Premises and operations liability for bodily injury and property damage in such limits of protection and with such coverage as shall be required by the Board with cross liability endorsement to cover liabilities of the Owners as a group to an Owner.

(d) Automobile. Automobile liability for bodily injury and property damage for all owned and/or non-owned motor vehicles in such limits of protection and with such coverage as shall be required by the Board.

(e) Worker's Compensation. If required by law, the Association shall maintain Worker's Compensation insurance on at least a minimum premium basis.

(f) Fidelity Bond. The Association shall obtain and maintain adequate fidelity bonding of all persons who control or disburse funds of the Association. The amount of the bond shall be based upon the maximum funds that will be in the custody of the Association or its management agent at any one time, pursuant to Section 718.111(11)(d), Florida Statutes.

15.3 Premiums. Premiums upon insurance policies purchased by the Association shall be paid by the Association and charged to the Owners as Common Expenses.

15.4 Optional Coverage. The Association may purchase and carry other such insurance coverage as the Board of Directors may determine from time to time to be in the best interest of the Association and Owners. Owners are encouraged to procure insurance on their own Units, however, any insurance obtained by Owners must contain waivers of subrogation and may not affect the coverage under Association policies.

15.5 Description of Coverage. A detailed summary of the coverage included in the master policies shall be available for each Owner. The master policies shall be available for inspection by Owners upon request.

15.6 Waiver of Subrogation. If available and where applicable, the Board shall endeavor to obtain insurance policies which provide that the insurer waives its right to subrogation as to any claim against Owners, the Association, or their respective servants, agents or guests, except for any claim based upon gross negligence evidencing reckless, willful or wanton disregard for life or property.

15.7 Insurance Proceeds. All insurance policies purchased by the Association shall be for the benefit of the Association, the Owners and their mortgagees as their interests may appear, and all proceeds shall be payable to the Association. The duty of the Association shall be to receive such proceeds as are paid and hold and disburse the same in trust for the purposes stated herein and for the benefit of the Owners and their respective mortgagees in the following shares:

(a) Common Elements. Proceeds on account of damage to Common Elements shall be held in as many undivided shares as there are Units, the shares of each Owner being the same as his share in the Common Elements.

(b) Units. Proceeds on account of Units or contents of Units shall be held in the following undivided shares:

(i) Partial Destruction, When the Buildings are to be Restored. For the Owners of damaged Units, in proportion to the cost of repairing the damage suffered by each Owner less the deductible.

(ii) Total Destruction of the Buildings, or When the Buildings are not to be Restored. For owners of all Units, each Owner's share being in proportion to his share in the Common Elements.

(iii) Mortgagee. If a mortgagee endorsement has been issued as to a Unit, the shares of the mortgagee and the Owner shall be as their interests appear. In no event shall any mortgagee have the right to demand application of insurance proceeds to any mortgage or mortgages which it may hold against Units, except to the extent that insurance proceeds exceed the actual cost of repair or restoration of improvements or if the Condominium is being terminated. No mortgagee shall have any right to participate in determining whether improvements will be restored after casualty.

15.8 Distribution of Proceeds. Proceeds of insurance policies received by the Association shall be distributed to or for the benefit of the Owners in the following manner:

(a) Cost of Reconstruction or Repair. If the damage for which the proceeds are paid is to be repaired or reconstructed, the proceeds shall be paid to defray the costs thereof. Any proceeds remaining after defraying costs shall be distributed to the beneficial Owners, remittances to an Owner and his mortgagees being paid jointly to them. This is a covenant for the benefit of mortgagees and may be enforced by them.

(b) Failure to Reconstruct or Repair. If it is determined in the manner elsewhere provided that the damage for which the proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be distributed to the Owners (remittances to Owners and their mortgagees being payable jointly to them). This is a covenant for the benefit of mortgagees and may be enforced by such mortgagees.

(c) Certificate. In making distributions to Owners and their mortgagees, the Association may rely upon a certificate of an abstract attorney or title company as to the names of the Owners and mortgagees.

15.9 Association as Agent. The Association is hereby irrevocably appointed agent for each Owner to adjust all claims arising under insurance policies purchased by the Association for damage or loss to the Condominium Property.

16. RECONSTRUCTION OR REPAIR AFTER CASUALTY. If any part of the Condominium Property is damaged by casualty, whether it shall be reconstructed or repaired shall be determined in the following manner:

16.1 Damage to Units Only, Not Common Elements. Where loss or damage occurs to a Unit without damage to the Common Elements, the insurance proceeds, less the deductible (which shall be paid by the Owner) shall be distributed to the Owner (remittances to Owners and their mortgagees being payable jointly to them). This is a covenant for the benefit of mortgagees and may be enforced by such mortgagees.

16.2 Damage to Common Elements - Less than "Very Substantial." Where loss or damage occurs to the Common Elements, or to any Unit and the Common Elements, but the loss is less than "very substantial," as hereinafter defined, it shall be mandatory for the Association and the Owners to repair, restore, and rebuild the damage caused by the loss, and the following procedures shall apply:

(a) The Board shall promptly obtain at least three (3) reliable and detailed estimates of the cost of repair and restoration.

(b) The Board shall have the obligation to promptly negotiate and contract for the repair and restoration of the premises.

(c) If the net proceeds of insurance appear to be, or are, insufficient to pay for the cost of restoration and repair, the Association shall promptly levy a special Assessment against all Owners in proportion to their shares in the Common Elements for any deficiency. Such special Assessments need not be approved by the Owners. The special Assessments shall be added to the proceeds available for repair and restoration of the property.

16.3 "Very Substantial" Damage. As used in this Declaration, the term "very substantial" damage shall mean loss or damage whereby three fourths (3/4) or more of the total Units are rendered uninhabitable. Should such "very substantial" damage occur, then:

(a) The Board shall promptly obtain at least three (3) reliable and detailed estimates of the cost of repair and restoration.

(b) A membership meeting shall be called by the Board to be held not later than sixty (60) days after the casualty, to determine the wishes of the membership with reference to rebuilding or abandonment of the Condominium Project, subject to the following:

(i) If the net insurance proceeds available for restoration and repair are sufficient to cover at least 90% of the estimated cost thereof, then the Condominium Property shall be restored or repaired unless two-thirds (2/3) of the Owners vote for abandonment, or unless the then applicable zoning or other regulatory laws will not allow reconstruction of the same number and general type of Units, in which case the Condominium shall be terminated.

(ii) If the net insurance proceeds available for restoration and repair are not sufficient to cover 90% of the estimated cost thereof, and a substantial special Assessment will be required, then unless two-thirds (2/3) of the Owners vote in favor of such special Assessment and against termination of the Condominium, it shall be terminated and the property removed from the provisions of the Condominium Act. If two-thirds (2/3) of the Owners vote in favor of the special Assessment, the Association, through its Board, shall levy the Assessment and shall proceed to negotiate and contract for such repairs and restoration.

(c) If any dispute shall arise as to whether "very substantial" damage has occurred, a determination by the Board shall be binding upon all Owners.

16.4 Application of Insurance Proceeds. It shall be presumed that the first monies disbursed for repair and restoration shall be from the insurance proceeds; if there is a balance in the reconstruction funds after the payment of all costs of repair and restoration, such balance shall be distributed to the Owners, except as otherwise provided herein.

16.5 Equitable Relief. In the event of substantial damage to the Condominium Property, and if the Property is not repaired, reconstructed, or rebuilt within a reasonable period of time, any Owner may petition a court for equitable relief, which may include a termination of the Condominium and a subsequent partition of the Property. For the purposes of this provision, it shall be presumed that repair, reconstruction or rebuilding has occurred within a "reasonable period of time" if substantial work is commenced within four (4) months and completed within nine (9) months following the damage or destruction. The fact that a Unit is untenantable does not excuse the Owner from paying Assessments for Common Expenses. In the event of a termination of the Condominium and subsequent partition of the Property as a result of substantial damage to the Condominium, the net proceeds or the salvage value shall be divided among Owners and their mortgagees in accordance with their undivided interest in the Common Elements.

16.6 Plans and Specifications. Any reconstruction or repairs must be substantially in accordance with the plans and specifications for the original buildings, or in lieu thereof, according to plans and specifications approved by the Board and by the Owners of three-fourths (3/4) of the Units.

17. CONDEMNATION.

17.1 Deposit of Awards with Association. The taking of all or any part of the Condominium Property by condemnation or eminent domain shall be deemed to be a casualty as

to the portion taken, and the awards for that taking shall be deemed to be proceeds from insurance on account of the casualty. Even though the awards may be payable to Owners, the Owners shall deposit the awards with the Association; and if any fail to do so, a charge shall be made against a defaulting Owner in the amount of his award.

17.2 Determination Whether to Continue Condominium. Whether the Condominium will be continued after a condemnation affecting all or part of the Condominium Property will be determined in the manner provided for determining whether damaged property will be reconstructed and repaired after a casualty.

17.3 Disbursement of Funds. If the Condominium is terminated after condemnation, the proceeds of all awards and special Assessments will be owned and distributed in the manner provided for insurance proceeds when the Condominium is terminated after a casualty. If the Condominium is not terminated after condemnation, but the size of the Condominium will be reduced, the Owners of condemned Units, if any, will be made whole, and any property damaged by the taking will be made usable in the manner provided below. Proceeds of awards and special Assessments shall be used for these purposes and shall be disbursed in the manner provided for disbursement of funds after a casualty.

17.4 Association as Agent. The Association is hereby irrevocably appointed as each Owner's agent for purposes of negotiating or litigating with the condemning authority for the purposes of realizing just compensation for the taking.

17.5 Units Reduced, But Tenantable. If the taking reduces the size of a Unit and the remaining portion of the Unit can be made tenantable, the awards for the taking of a portion of that Unit shall be used for the following purposes in the order stated, and the following changes shall be effected in the Condominium:

(a) Restoration of Unit. The Unit shall be made tenantable. If the cost of restoration exceeds the amount of the award, the additional funds required shall be charged against the owner of the Unit.

(b) Distribution of Surplus. The balance of the award, if any, shall be distributed to the owner of the Unit and to each mortgagee of the Unit, the remittance being made payable jointly to the owner and mortgagees.

(c) Adjustment of Shares in Common Elements. The reduction (caused by a taking) in the floor area of Unit shall not cause the share in the Common Elements, Common Expenses and/or Common Surplus appurtenant to the Unit to be reduced nor shall such reduction in the floor area cause an increase in the share of the Common Elements, Common Expenses and/or Common Surplus appurtenant to any other Unit without a proper vote of the Association as required by Florida Statutes.

17.6 Unit Made Untenantable. If the taking is of any entire Unit or so reduces the size of a Unit that it cannot be made tenantable, the award for the taking of the Unit shall be used for the following purposes in the order stated, and the following changes shall be effected in the Condominium.

(a) Payment of Award. The fair market value of the Unit immediately prior to the taking shall be paid to the Owner of the Unit and to each mortgagee of the Unit (the remittance being made payable jointly to the Owner and mortgagee[s]).

(b) Addition to Common Elements. If possible and practical, the remaining portion of the Unit shall become a part of the Common Elements and shall be placed in condition for use by all Owners in the manner approved by the Board.

(c) Adjustment of Shares in Common Elements. The shares in the Common Elements appurtenant to the Units that continue as part of the Condominium shall be adjusted to distribute the ownership of the Common Elements among the reduced number of Owners. This shall be done by restating the shares of continuing Owners in the Common Elements as percentages of the total of the numbers representing the shares of these as they existed prior to the adjustment.

(d) Assessments. If the amount of the award for the taking is not sufficient to pay the fair market value of the condemned Unit to the Owner and to condition the remaining portion of the Unit for use as a part of the Common Elements, the additional funds required for those purposes shall be raised by special Assessment against all Owners who will continue as Owners of Units after the changes in the Condominium affected by the taking. The Assessments shall be made in proportion to the shares of those owners in the Common Elements after the changes effected by the taking.

(e) Arbitration. If the fair market value of a Unit prior to the taking cannot be determined by agreement between the Owner and the Association within thirty (30) days after notice by either party, the value shall be determined by appraisal in accordance with the following. The Owner, the first mortgagee, if any, and the Association shall each appoint one M.A.I. appraiser, who shall appraise the Unit and shall determine the fair market value by computing the arithmetic average of their appraisals of the Unit; and a judgment of specific performance upon the value arrived at by the appraisers may be entered in any court of competent jurisdiction. The cost of appraisal shall be paid by the party selecting the appraiser.

17.7 Taking of Common Elements. Awards for the taking of Common Elements shall be used to make the remaining portion of the Common Elements usable in the manner approved by the Board of Directors. The balance of such awards, if any, shall be distributed to the Owners in the shares in which they own the Common Elements after adjustment of these shares on account of the condemnation. If a Unit is mortgaged, the remittance shall be paid jointly to the Owner and mortgagee(s) of the Unit.

17.8 Amendment of Declaration. The changes in Units, in the Common Elements and in the ownership of the Common Elements and liability for Common Expenses that are necessitated by condemnation shall be evidenced by an amendment of the Declaration of Condominium that need be approved only by a majority of all Directors of the Association, nor shall the consent or joinder of any Unit Owner or mortgagee be required for any such amendment.

18. TERMINATION. The Condominium may be terminated in the following manner:

18.1 Agreement. The Condominium may be terminated at any time by approval, in writing, of the Owners of ninety percent (90%) of the Units and all Institutional First Mortgagees of record.

18.2 Very Substantial Damage. If the Condominium, as a result of common casualty, be damaged to the extent defined in Section 16.3, and it not be decided as therein provided that it will be reconstructed or repaired, the condominium form of ownership will thereby terminate without agreement.

18.3 Notification of Division. Upon recordation of the instrument evidencing termination, the Association shall, within thirty (30) business days, notify the Division of Florida Land Sales, Bureau of Condominiums, of the termination, the date and county where the document was recorded, the O.R. Book and page number, and shall provide the Division with a copy of the recorded termination notice certified by the clerk of courts.

18.4 General Provisions. Upon termination, the Unit Owners shall be the owners as tenants in common of the Condominium Property and the assets of the Association. The shares of such tenants in common shall be the same as were their shares of the Common Elements. The mortgagee or lienor of an Owner shall have a mortgage or lien solely and exclusively upon the undivided share of such tenant in common in and to the lands and other properties and rights which he may receive by reason of such termination. The termination of the Condominium shall be evidenced by a certificate of the Association executed by its President and Secretary certifying as to facts effecting the termination. Termination shall become effective when the certificate is recorded in the Public Records of Lee County, Florida.

18.5 New Condominium. The termination of a Condominium does not bar creation of another Condominium affecting all or any portion of the same property.

18.6 Partition; Sale. Following termination, the Condominium Property may be partitioned and sold upon the application of any Owner. If following a termination, the owners of seventy-five percent (75%) of the Units determine to accept an offer for the sale of the Condominium Property, each Owner shall be bound to execute deeds and other documents reasonably required to effect the sale. In such event, any action for partition of the former Condominium Property shall be held in abeyance pending the sale, and upon the consummation of the sale shall be discontinued by all parties thereto.

18.7 Last Board. The members of the last Board of Directors shall continue to have the powers granted in this Declaration and in Chapter 718 for the purpose of winding up the affairs of the Association, notwithstanding the fact that the Association itself may be dissolved upon a termination.

18.8 Provisions Survive Termination. The provisions contained in this Section 18 shall be deemed covenants running with the land, and shall survive the termination of the Condominium for a period long enough to accomplish all the purposes stated herein.

19. OBLIGATION OF OWNERS.

19.1 Actions for Damages. Each Owner, his tenants, Guests and invitees, and the Association shall be governed by and shall comply with the provisions of the Condominium Act, this Declaration, the documents creating the Association, the By-Laws, any Rules and Regulations promulgated by the Association and the Master Declaration, its Articles and By-Laws. Actions for damages or for injunctive relief, or both, for failure to comply with these provisions may be brought by the Association or by a Unit Owner against:

(a) The Association;

(b) An Owner;

(c) Anyone who occupies a Unit, including but not limited to any tenant leasing a Unit or other invitee occupying a Unit (such action in this instance may also include eviction proceedings); or

(d) Any member of the Board who willfully and knowingly fails to comply with these provisions.

(e) Any member of the Board appointed by the Developer, for actions taken by them prior to the time control of the Association is assumed by owners other than the Developer.

19.2 Waiver. A provision of the Condominium Act may not be waived by an Owner if the waiver would adversely affect the rights of the Owner or defeat the purpose of the provision, except that Owners or members of the Board may waive notice of specific meetings in writing as provided by the By-Laws. Any instrument given in writing by an Owner or prospective purchaser of a Unit to an escrow agent may be relied upon by an escrow agent, whether or not such instruction and the payment of funds thereunder might constitute a waiver of any provision of the Condominium Act.

19.3 Attorney's Fees. In any legal proceeding arising out of an alleged failure of a tenant, Owner or the Association to comply with the requirements of the Condominium Act or the Condominium Documents, as they may be amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorney's fees as may be awarded by the court.

19.4 No Waiver. The failure of the Association or of a member to enforce any right, provision, covenant or condition which may be granted by the Condominium Documents shall not constitute a waiver of the right of the Association or member to enforce such right, provision, covenant or condition in the future.

19.5 No Election of Remedies. All rights, remedies and privileges granted to the Association or Owner, pursuant to any terms, provisions, covenants or conditions of the Condominium Documents shall be deemed to be cumulative, and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party from

exercising such other additional rights, remedies, or privileges as may be granted by the Condominium Documents, or at law or in equity.

19.6 Notice of Lien or Suit.

(a) Notice of Lien. An Owner shall give to the Association written notice of every lien upon his Unit other than for permitted mortgages, taxes and special assessments, within five (5) days after the Owner receives actual notice of the attachment thereof.

(b) Notice of Suit. An Owner shall give notice, in writing, to the Association of every suit or other proceeding which may affect the title to his Unit, such notice to be given five (5) days after the Owner receives actual knowledge thereof.

(c) Failure to Comply. Failure to comply with this Section will not affect the validity of any judicial suit, however, if such failure is a substantial contributing cause of damage or harm to the Association or other Owners, the Owner shall be liable to the injured party.

20. RIGHTS OF MORTGAGEES.

20.1 Approvals. Prior written approval of the record holder of a first mortgage lien on a Unit in the Condominium shall be required for any amendment to the Declaration which would decrease the percentage interests of the Unit in the ownership of the Common Elements, except as provided in Section 17.

20.2 Notice of Condemnation. In the event of condemnation, eminent domain proceedings, or very substantial damage to, or destruction of, any Unit or any part of the Common Elements, the record holder of any first mortgage on the Unit shall be entitled to notice of any termination of the Condominium.

20.3 Lender's Notices. Upon written request to the Association, any institutional mortgagee shall be entitled to timely written notice of any 60-day or longer delinquency in the payment of Assessments or charges owed by the Owner of any Unit on which it holds a mortgage.

21. DEVELOPER'S RIGHTS AND DUTIES. As long as the Developer or any successor developer holds any Units in the Condominium for sale in the ordinary course of business, the following shall apply:

21.1 Developer's Use. Until the Developer has completed all of the contemplated improvements and has sold all of the Units in the Condominium and control of the Association has been turned over to Owners other than the Developer, neither the Owners nor the Association, nor their use of the Condominium Property shall unreasonably interfere with the completion of the contemplated improvements or sale of Units. The Developer may make such use of the unsold Units and of the Common Elements as may reasonably facilitate completion and sale, including, but not limited to, maintenance of a sales office, display of signs, and showing the Units for sale to prospective purchasers. No "For Sale" or "Lease" sign may be displayed upon the Condominium Property, other than the Developer's signage, during this period.

21.2 Assignment. All or any portion of the right, privileges, powers and immunities granted or reserved to the Developer in the Condominium Documents may be assigned by the Developer to any person or entity, without the consent of any other Owner or any holder of a mortgage secured by any Unit (other than the holder of a first mortgage secured by an interest of the Developer), but only if the assignee agrees without qualification to assume all of the duties and obligations of the Developer under this Declaration, and the Articles of Incorporation and By-Laws of the Association from and after the date of such assignment.

21.3 Amendment of Plans and Alterations of Boundaries and Apartment Dimensions. The Developer may modify the plot plan as to Units or building types in its sole discretion, to the full extent possible under law.

21.4 Turnover. Prior to, or not more than seventy-five (75) days after, the time that Owners other than the Developer are entitled to elect a majority of the Directors of the Association, the Developer shall relinquish control of the Association, and the Owners shall accept control. Simultaneously, the Developer shall deliver to the Association all property of the Owners and of the Association held or controlled by the Developer and all items and documents that the Developer is required to deliver or turn over to the Association under Florida law. The Developer may turn over control of the Association to Owners other than the Developer prior to the above mentioned dates, in its sole discretion, by causing all of its appointed Directors to resign, whereupon it shall be the affirmative obligation of Owners other than the Developer to elect Directors and assume control of the Association. Provided at least sixty (60) days' notice of Developer's decision to cause its appointees to resign is given to Unit Owners, neither the Developer, nor such appointees, shall be liable in any manner in connection with such resignations even if Owners other than the Developer refuse or fail to assume control.

21.5 Assessments. The Developer shall be excused from payment of its share of the Common Expenses as to the Units owned by the Developer during the "Guaranty Period" which is a period commencing upon the recording of this Declaration until twenty-four (24) months from the date of recording, or the date the Developer turns over the control of the Association to Owners other than the Developer. During the period of time when the Developer is excused from paying its share of the Common Expense, the Developer shall be obligated to pay the difference between the Association's Common Expenses and the sums collected as the annual Assessment for Common Expenses from Owners other than the Developer. During the Guaranty Period, the annual Assessment (inclusive of assessments due to the Master Association) for each Unit, including reserves, shall not exceed $3,407.68 for the fiscal year ending December 31, 2005, and $3,918.83 for the fiscal year ending December 31, 2006. The Developer may extend the Guaranty Period for one or more additional one-year periods at its sole option; provided, however, that the guaranteed level of Assessment set forth herein shall not be increased.

Upon the conclusion of the Guaranty Period, any working capital funds collected by the Association from Owners upon their purchase of the Unit shall be available to the Association.

21.6 Condominium Name. Nothing herein contained shall be construed as giving this Condominium or the Association the exclusive right to use the name Pheasant Hollow at Hunters Ridge, a Condominium, or any derivation thereof, and the Developer reserves the right to use

said name in future projects. Further, nothing herein contained shall be construed as allowing this Association to manage future condominium projects.

21.7 Assignment of Rights. All rights in favor of Developer reserved in this Declaration of Condominium and the exhibits attached hereto are freely assignable in whole or in part by Developer and may be exercised by the nominee of Developer and/or exercised by the successor or successors in interest of Developer.

21.8 Amendments by Developer. As long as the Developer owns Units for sale in the ordinary course of business, the Developer reserves the right to amend this Declaration and its exhibits, to the full extent possible under law, for one or any combination of the following purposes:

(a) To depict all of the improvements existing on the Condominium Property; to depict all Common Elements and Limited Common Elements on the Condominium Property; to comply with the requirements of any federal, state or local law, government, quasi-government, agency or government-related corporation, including, without limitation, the requirements of the Federal Home Loan Mortgage Corporation, the Federal National Mortgage Association or the provisions of the Fair Housing Act of 1968 as amended by the Fair Housing Amendments Act of 1988, 42 U.S.C. Section 3601-3631 (the "FHAA").

(b) To conform to the requirements of any Institutional First Mortgagee or government agency willing to make, purchase or insure mortgage loans secured by Units or any portion of the Properties. Notwithstanding anything to the contrary contained in this Declaration, until the satisfaction of record of any mortgage placed upon the Condominium Property to finance the construction of the improvements for the Condominium Property (hereinafter referred to as the "Mortgage"), the following provisions shall be a part of this Declaration and shall supersede any inconsistent provisions contained elsewhere in this Declaration.

(i) Whenever the consent of Developer is required under this Declaration, the written consent of the holder of the Mortgage (hereinafter referred to as "Mortgagee") shall also be required for all amendments materially affecting the rights or interests of the Mortgagees, or as otherwise required by the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation, and such consent will not be unreasonably withheld. It shall be presumed that except as to those matters described in Sections 718.110(4) and (8) of the Florida Statutes, amendments to the Declaration do not materially affect the rights or interests of Mortgagees.

(c) No amendment shall be made to this Declaration which would alter the procedure for repairing or restoring the commonly insured real property or alter the rights of Mortgagee, or, in the opinion of Mortgagee, in any other way affect the security of Mortgagee, without Mortgagee's joinder and written consent to such amendment for all amendments materially affecting the rights or interests of the Mortgagees, or as otherwise required by the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation, and such consent will not be unreasonably withheld. It shall be presumed that except as to those matters described in Sections 718.110(4) and (8) of the Florida Statutes, amendments to the Declaration do not materially affect the rights or interests of Mortgagees.

(d) If Mortgagee either assumes possession of any portion of the Condominium Property upon which said Mortgage is a lien or acquires title to unsold Units upon foreclosure of the Mortgage, by purchase of the unsold Units upon foreclosure of the Mortgage, by purchase of the unsold Units at foreclosure sale, or by deed in lieu of foreclosure, Mortgagee and its successors and assigns shall have and enjoy all of the rights and privileges granted to the Developer by this Declaration of Condominium, including the right to guarantee the deficiency, for Assessments during the Guaranty Period as defined in Section 21.5.

Said Amendments may be made and executed solely by the Developer and recorded in the Public Records of Lee County, Florida, and without any requirement of securing the consent of any Owner, the Association, the Members thereof or the owner and holder of any lien encumbering a condominium parcel. No amendment shall unlawfully discriminate against any Owner or any class of Owners; and no amendment shall change any Unit's share in the Common Elements and other appurtenances, nor increase the Owner's proportionate share of the Common Expenses, unless the Owners of the Units concerned and their institutional mortgagees shall consent in writing to the amendment, and a majority of the voting interests approve the amendment.

21.9 Sales of Units. The Developer shall have the right to sell or transfer any Unit owned by it on such terms and conditions as it deems in its own best interest. No purchaser from the Developer shall be required to obtain Association approval for the said purchase.

21.10 Access to Unit Under Construction. The Developer may prohibit access to any uncompleted building to any of the Owners or contract purchasers, while such uncompleted building is under construction and development. No Owner, or his Guests or invitees, shall in any way interfere or hamper with the Developer, its employees, contractors, successors or assigns, in connection with such construction. Thereafter, during such time as the Developer, its successors or assigns, owns any Units within the buildings and is carrying on any business in connection therewith, including the selling, renting or leasing of such Units, the Owners, their Guests and invitees, shall in no way interfere with such activities or prevent access to such Units by the Developer, its successors, assigns or agents.

21.11 Easements. Prior to turnover of control of the Association to Members other than the Developer, the Developer may, in its sole discretion, set aside, lease, grant an easement, license or other use right to the Common Elements to any person or entity for such purposes as may be expressed in the instrument leasing or granting the easement, license or other use right.

22. AMENDMENT OF DECLARATION. Amendments to this Declaration shall be proposed and adopted in the following manner:

22.1 Proposal. In addition to the provisions contained in Section 22.8 herein, amendments to this Declaration may be proposed by the Board of Directors or by written petition signed by the Owners of one-fourth (1/4) of the Units.

22.2 Procedure. Upon any amendment or amendments to this Declaration being proposed as provided above, the proposed amendment or amendments shall be transmitted to the President of the Association, who shall thereupon determine which of the methods shown in 22.3

below shall be used for voting. The appropriate notices and copies of the proposed amendments shall be mailed to the members not later than ninety (90) days after transmittal to the President.

22.3 Vote Required. Except as otherwise provided by law, or by specific provision of the Condominium Documents this Declaration may be amended by concurrence of two-thirds (2/3) of the voting interests present in person or by proxy and voting at any annual or special meeting for which notice has been given to the Members in accordance with law. Alternatively, amendments may be adopted without a meeting following the procedure set forth in the By-Laws.

22.4 Certificate; Recording. A copy of each amendment shall be attached to a certificate that the amendment was duly adopted as an amendment to the Declaration, which certificate shall be in the form required by law and 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 Lee County, Florida.

22.5 Proviso. Except as to provisions contained in the Plan of Development Section and Sections 22.3 and 22.8 of this Declaration, any amendment which changes the configuration or size of any Condominium Unit in any material fashion, materially alters or modifies the appurtenances to the Unit, or changes the proportion or percentage by which the owner of the Unit shares the common expenses and owns the common surplus, must be approved by two-thirds of the voting interests, the record Owner of the Unit and his institutional mortgagee, if any, in writing. This proviso does not apply to changes caused by condemnation or a taking by eminent domain as provided in Section 17 of this Declaration. No amendment shall unlawfully discriminate against any Owner nor against any Unit or class or group of Unit Owners or Units.

22.6 Correction of Errors. Notwithstanding any provision herein to the contrary, if there is any omission or scrivener's error in this Declaration of Condominium or in any document required to establish the Condominium, then the Association may correct the error or omission, without a vote of the Members, by the recording of a properly executed amendment that has been approved by a majority of the Board of Directors of the Association.

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

22.8 Amendment of Provision Relating to Developer. As long as the Developer holds any Units for sale in the ordinary course of business, no amendment may make any change in any provision relating specifically to the Developer without the Developer's written consent. No amendment may be made which in the Developer's sole judgment may impair or prejudice the rights or privileges of the Developer reserved in the Declaration without the Developer's prior written approval.

22.9 Amendment Relating to Easements. No amendment may make any change in any provisions relating specifically to the holders of telecommunication easements, licenses, leases and the like without the written consent of the affected party. No amendment may adversely

affect or impair the rights of such telecommunication providers without there express written consent.

22.10 Amendment to Conform to Federal Fair Housing Act. This Condominium shall be in compliance with the provisions of the Fair Housing Act of 1968 as amended by the Fair Housing Amendments Act of 1988, 42 U.S.C., Section 3601-3631 (the "FHAA"). To the extent that the Declaration of Condominium must be amended to comply with the FHAA, the Board of Directors shall amend the Declaration without the necessity of obtaining the approval of Unit Owners as may otherwise be required hereunder or under the Bylaws.

23. FINES.

23.1 Compliance. Every Owner and his tenants, Guests, invitees and agents shall comply with any and all rules and regulations as same exist and as may be adopted in the future by the Board of Directors.

23.2 Enforcement. Failure to comply with such rules and regulations shall be grounds for immediate action which may include, without limitation, an action to recover sums for damages, an action for injunctive relief, or any combination thereof.

23.3 Procedure. In addition to all other remedies, in the sole discretion of the Board, a fine or fines may be levied upon an Owner for failure of an Owner, his tenants, Family, Guests, invitees, or employees to comply herewith or with any rules or regulations, provided the following procedures are followed:

(a) Notice. The party against whom the fine is sought to be levied shall be afforded an opportunity for hearing before a committee of Owners after reasonable notice of not less than fourteen (14) days, and the notice shall include:

(i) A statement of the date, time and place of the hearing;

(ii) A statement of the provisions of the Declaration, By-Laws or rules which have allegedly been violated; and

(iii) A short and plain statement of the matters asserted by the Association.

(b) Hearing. The party against whom the fine may be levied shall have a reasonable opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved, and shall have an opportunity at the hearing to review, challenge, and respond to any material considered by the Association. If the hearing committee does not agree with the fine, the fine may not be levied.

(c) Penalties. The Board of Directors may levy a fine against a Unit not to exceed One Hundred Dollars ($100.00) per violation. However, a fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing, provided that no such fine shall in the aggregate exceed One Thousand Dollars ($1,000.00).

(d) Payment of Penalties. Fines shall be paid not later than five (5) days after notice of the imposition of same.

(e) Remedy. For non-payment of fines the Association shall have all of the remedies applied by law.

(f) Non-Exclusive Remedy. The fines provided for herein shall not be construed to be an exclusive remedy of the Association, and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled; however, any penalty paid by the offending Owner shall be deducted from or offset against any damage which the Association may otherwise be entitled to recover by law.

24. HURRICANE SHUTTERS. Owners may install hurricane or storm shutters only in accordance with the specifications adopted by the Board of Directors, which shall include specifications including color, style and other factors deemed relevant by the Board. All specifications adopted by the Board shall comply with the applicable building code. The Board reserves the right (but is not obligated), subject to the provisions of Chapter 718, Florida Statutes, and the approval of a majority of voting interests of the Condominium, to install hurricane shutters and may maintain, repair or replace such approved hurricane shutters, whether on or within Common Elements, Limited Common Elements, Units or the Association Property. However, where laminated glass architecturally designed to function as hurricane protection which complies with the applicable building codes, the Board may not install hurricane shutters. The Board may operate shutters installed pursuant to this paragraph without permission of the Unit Owners only where such operation is necessary to preserve and protect the Condominium Property and Association Property. The expenses of installing and repairing hurricane shutters by the Board shall not constitute a Common Expenses, although an Owner who has previously installed hurricane shutters or laminated glass architecturally designed to function as hurricane protection which complies with the applicable building code shall receive a credit equal to the pro-rata portion of the assessed installation costs assigned to each Unit.

25. SECURITY. Notwithstanding anything contained herein or in the Articles of Incorporation, By-Laws, any Rules or Regulations of the Association, or any other document governing or binding the Association, the Association shall not be liable or responsible for, or in any manner a guarantor or insurer of, the health, safety or welfare of any Owner, Occupant, Guest or user of any portion of the Condominium Property, including without limitation, residents and their families, guests, invitees, agents, servants, contractors, or subcontractors or for any property of such persons. Without limiting the generality of the foregoing:

(a) It is the express intent of the Association documents that the various provisions thereof which are enforceable by the Association and which govern or regulate the uses of the Condominium Property have been written, and are to be interpreted and enforced, for the sole purpose of enhancing and maintaining the enjoyment of the Condominium Property and the value thereof;

(b) The Association is not empowered, and has not been created, to act as an entity which enforces or ensures the compliance with the laws of the United States, State of Florida, Lee County, and/or any other jurisdiction or the prevention of tortuous activities; and

(c) Any provisions of the Condominium documents setting forth the uses of assessments which relate to health, safety or welfare shall be interpreted and applied only as limitations on the uses of assessment funds and not as creating a duty of the Association to protect or further the health, safety or welfare of any person or persons, even if assessment funds are chosen to be used for any such purpose.

Each Owner, by virtue of his acceptance of title to his Unit, and each other person having an interest in or lien upon, or making any use of any portion of the Condominium Property by virtue of accepting such interest or lien or making such uses, shall be bound by this provision and shall be deemed to have automatically waived any and all rights, claims, demands and causes of action against the Association arising from or connected with any matter for which the liability of the Association has been disclaimed in this provision.

As used in this section, "Association" shall include within its meaning all of the Association's directors, officers, committee and board members, employees, agents, managers, contractors, subcontractors, successors and assigns and shall also include the Developer, which shall be fully protected hereby.

26. ARBITRATION OF CLAIMS. Pursuant to the provisions of the Condominium Act, in the event that there are any warranty, negligence or other claims against the Developer or any party having a right of contribution from, or being jointly and severally liable with, the Developer, which claim is in excess of One Thousand Dollars ($1,000.00) (the "Claims") relating to the design, construction, furnishing or equipping of the Condominium Property, same shall be adjudicated pursuant to binding arbitration, rather than civil litigation, as permitted by the Florida Arbitration Code (the "Code"), Chapter 682, Florida Statutes, in the following manner:

(a) The party making the Claims, which shall include the Association as well as any Unit Owner (the "Claimant") shall notify the Developer in writing of the Claims, specifying with particularity the nature of each component thereof and providing a true and complete copy of each and every report, study, survey or other document supporting or forming the basis of the Claims.

(b) Within thirty (30) days of receipt of the notice of the Claims, the Developer will engage, at its own expense, a duly licensed engineer or architect, as appropriate (the "Arbitrator") to serve as the arbitrator of the Claims pursuant to the Code. Such engineer or architect shall be independent of the Developer and the Claimant, not having any then current business relationship with the Developer or Claimant, other than by virtue of being the Arbitrator. Upon selecting the Arbitrator, the Developer shall notify the Claimant of the name and address of the Arbitrator.

(c) Within thirty (30) days after the Developer notifies the Claimant of the name and address of the Arbitrator, the Claimant and the Developer shall be permitted to provide the Arbitrator with any pertinent materials to assist the Arbitrator in rendering his findings.

(d) Within sixty (60) days from the date of his appointment, the Arbitrator shall review the Claims and supporting materials, inspect the Condominium Property and all

appropriate plans, specifications and other documents relating thereto, and render a report (the "Final Report") to the Developer and the Claimant setting forth, on an item- by-item basis, his findings with respect to the Claims and the method of correction of those he finds to be valid. If the Developer so requests by written notice to the Arbitrator, the Arbitrator will specify the estimated cost of the correction of each of those Claims he finds to be valid and shall offset therefrom costs reasonably attributable to any Association failure to maintain or mitigate or to any contributory negligence, in all cases whether chargeable to the Claimant or others. At the request of the Claimant or Developer that a conference be held to discuss the Claims, such a conference shall be held, and the Arbitrator shall establish procedures, guidelines and ground rules for the holding of the conference. The Claimant and the Developer shall be entitled to representation by its attorney and any other expert at the conference. In the event such a conference is held, the sixty (60)-day time period referenced in this Section shall be extended as the Arbitrator deems warranted. At the conference, the Arbitrator shall notify the Developer and Claimant as to when the Final Report shall be issued.

(e) The Developer shall have one hundred eighty (180) days after receipt of the Final Report in which to (i) correct the Claims found to be valid, or (ii) pay to the Claimant the amount estimated by the Arbitrator to be the cost to correct same after the offset referred to in Section 26.D above.

(f) As to those matters the Developer elects to correct, upon completion of all corrective work, the Developer will so notify the Arbitrator (with a copy of such notice to the Claimant), and the Arbitrator shall then inspect the corrected items and render a report (the "Remedial Report") to the Developer and the Claimant on whether those items have been corrected. Such procedure shall be repeated as often as necessary until all items have been corrected.

(g) For all purposes, the Final Report and the Remedial Report of the Arbitrator will constitute binding and enforceable arbitration awards as defined in Florida Statutes, Section 682.09 of the Arbitration Code, and any party affected by such reports will have the right to seek the enforcement of same in a court of competent jurisdiction. Moreover, no party will have the right to seek separate judicial relief with respect to warranty disputes as defined above, or to seek to vacate the aforementioned arbitration awards, except in accordance with the Arbitration Code, and then only upon the specific grounds and in the specified manner for the vacation of such awards as established by Florida Statutes, Section 682.13, of the Arbitration Code.

(h) The Arbitrator shall not be liable to the Association, the Claimant or the Developer by virtue of the performance of his or her services hereunder, fraud and corruption excepted.

(i) The procedures set forth above shall also be the sole means by which disputes as to Association finances (including, without limitation, the Developer's payment of assessments, deficit funding obligations, if any, the handling of reserves and the keeping of accounting records), except that the Arbitrator shall be a Certified Public Accountant who (i) is a member of Community Associations Institute, and (ii) meets the independence test set forth above.

(j) In the event that there is any dispute as to the legal effect or validity of any of the Claims (e.g., as to standing, privity of contract, statute of limitations or laches, failure to maintain or mitigate, existence of duty, foreseeability, comparative negligence, the effect of disclaimers or the interpretation of this Declaration as it applies to the Claims), such dispute shall be submitted to arbitration, as herein provided, by a member in good standing of The Florida Bar chosen by the Developer, which arbitrator shall be independent of the Developer and the Claimant as set forth above. In such event, all time deadlines which cannot be met without the resolution of such disputed matters shall be suspended for such time as the arbitration provided for in this subsection continues until final resolution.

27. MISCELLANEOUS.

27.1 Severability. The invalidity in whole or in part of any covenant or restriction or any section, subsection, sentence, clause, phrase or word or other provision of this Declaration, the By-Laws, any Rules and Regulations of the Association, and any exhibit attached hereto, shall not affect the remaining portions thereof.

27.2 Applicable Statutes. The validity, application, and construction of this Declaration and its exhibits shall be governed by the Laws of Florida, particularly the Condominium Act.

27.3 Conflicts. If there is a conflict between any provision of this Declaration and the Condominium Act, the Condominium Act shall control. If there is a conflict between this Declaration and the Association's By-Laws or Articles of Incorporation, the Declaration shall control.

27.4 Interpretation. The Board shall be responsible for interpreting the provisions of this Declaration and of any of the exhibits attached hereto. Such interpretation shall be binding upon all parties unless wholly unreasonable. A written opinion rendered by legal counsel that an interpretation adopted by the Board is not unreasonable shall conclusively establish the validity of such interpretation.

27.5 Exhibits. There is hereby incorporated within this Declaration any materials contained in the exhibits attached hereto which under Condominium Act are required to be part of, or provided for in, the Declaration.

27.6 Notices. All notices required to be given under the provisions of this Declaration shall be addressed to the Developer at 9001 Daniels Parkway, Suite #200 Ft. Myers, FL 33912, or wherever the Developer may so designate, and to the Association at 9001 Daniels Parkway, Suite #200, Ft. Myers, Florida 33912, and to the Owners at the address of the Unit or the address of the Unit Owner that appears on the current roster of Owners.

IN WITNESS WHEREOF, the Developer has executed this Declaration the day and year first above written.

WITNESSES:

PARKER HUNTERS RIDGE, LLC, a Florida limited liability company

Kerry Trowbridge
Printed Name: Kerry Trowbridge

By: _____
John Reisman, Manager

Printed Name: DAVID KNIERIM

(Corporate Seal)

STATE OF FLORIDA

COUNTY OF LEE

The foregoing instrument was acknowledged before me this 21ST day of OCTOBER, 2004, by John Reisman, as Manager of Parker Hunters Ridge, LLC, a Florida limited liability company, on behalf of the company, who is personally known to me or produced _____ as identification.

(Seal)

Elaine C. Sparling
Commission # DD 055965
Expires Sep. 10, 2005
Bonded Thru
Atlantic Bonding Co., Inc.

Elaine C. Sparling
Notary Public
Printed Name: ELAINE C. SPARLING
My Commission Expires: 9-10-05

BBLS
SURVEYORS & MAPPERS INC.
1502-A RAILHEAD BLVD.
NAPLES, FLORIDA 34110
TELEPHONE: 239-597-1315
FAX: 239-597-5207

LEGAL DESCRIPTION
PHEASANT HOLLOW,
A CONDOMINIUM

BLOCK C, HUNTERS RIDGE NORTH, UNIT FIVE, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 75 AT PAGES 1 THROUGH 10 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEASTERLY CORNER OF SAID BLOCK C; THENCE S.15°57'22"W., ALONG THE EASTERLY LINE OF SAID BLOCK C, A DISTANCE OF 244.28 FEET; THENCE S.12°42'21"W., ALONG SAID EASTERLY LINE, A DISTANCE OF 64.03 FEET; THENCE S.06°50'18"E., ALONG SAID EASTERLY LINE, A DISTANCE OF 235.78 FEET TO THE EASTERLY LINE OF TRACT K OF SAID HUNTERS RIDGE, UNIT FIVE; THENCE S.83°09'42"W., ALONG SAID EASTERLY LINE, A DISTANCE OF 92.50 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 27.50 FEET, A CENTRAL ANGLE OF 90°00'00", A CHORD BEARING OF N.51°50'18"W., AND A CHORD LENGTH OF 38.89 FEET; THENCE ALONG SAID EASTERLY LINE AND THE ARC OF SAID CURVE AN ARC LENGTH OF 43.20 FEET TO THE END OF SAID CURVE; THENCE N.06°50'18"W., ALONG SAID EASTERLY LINE, A DISTANCE OF 223.60 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, HAVING: A RADIUS OF 122.50 FEET, A CENTRAL ANGLE OF 22°47'40", A CHORD BEARING OF N.04°33'32"E., AND A CHORD LENGTH OF 48.41 FEET; THENCE ALONG SAID EASTERLY LINE AND THE ARC OF SAID CURVE AN ARC LENGTH OF 48.74 FEET TO THE END OF SAID CURVE; THENCE N.15°57'22"E., ALONG SAID EASTERLY LINE, A DISTANCE OF 243.26 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 30.00 FEET, A CENTRAL ANGLE OF 74°05'10", A CHORD BEARING OF N.52°59'57"E., AND A CHORD LENGTH OF 36.14 FEET; THENCE ALONG THE ARC OF SAID CURVE AN ARC LENGTH OF 38.79 FEET TO THE END OF SAID CURVE, THE SAME BEING A POINT ON THE SOUTHERLY LINE OF SAID TRACT K; THENCE S.89°57'28"E., ALONG SAID SOUTHERLY LINE, A DISTANCE OF 44.32 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT, HAVING: A RADIUS OF 232.50 FEET, A CENTRAL ANGLE OF 14°31'22", A CHORD BEARING OF S.82°41'47"E., AND A CHORD LENGTH OF

58.77 FEET; THENCE ALONG SAID SOUTHERLY LINE AND THE ARC OF SAID CURVE AN ARC LENGTH OF 58.93 FEET TO THE END OF SAID CURVE AND THE **POINT OF BEGINNING**. PARCEL CONTAINS 1.55 ACRES, MORE OR LESS.

AND

BEGINNING AT THE SOUTHEASTERLY CORNER OF SAID BLOCK C; THENCE S.83°09'42"W., ALONG THE SOUTHERLY LINE OF SAID BLOCK C, A DISTANCE OF 246.00 FEET TO THE SOUTHWESTERLY CORNER OF SAID BLOCK C; THENCE N.06°50'18"W., ALONG THE WESTERLY LINE OF SAID BLOCK C, A DISTANCE OF 120.00 FEET TO THE SOUTHERLY LINE OF SAID TRACT K; THENCE N.83°09'42"E., ALONG SAID SOUTHERLY LINE, A DISTANCE OF 246.00 FEET TO THE EASTERLY LINE OF SAID BLOCK C; THENCE S.06°50'18"E., ALONG SAID EASTERLY LINE, A DISTANCE OF 120.00 FEET TO THE **POINT OF BEGINNING**. PARCEL CONTAINS 0.68 ACRES, MORE OR LESS.

AND

BEGINNING AT THE NORTHWESTERLY CORNER OF SAID BLOCK C, THE SAME BEING A POINT ON THE SOUTHERLY LINE OF SAID TRACT K AND A POINT ON A CURVE TO THE RIGHT, HAVING: A RADIUS OF 482.50 FEET, A CENTRAL ANGLE OF 05°47'46", A CHORD BEARING OF N.87°08'40"E, AND A CHORD LENGTH OF 48.79 FEET; THENCE ALONG SAID SOUTHERLY LINE AND THE ARC OF SAID CURVE AN ARC LENGTH OF 48.81 FEET TO THE END OF SAID CURVE; THENCE S.89°57'28"E., ALONG SAID SOUTHERLY LINE, A DISTANCE OF 37.01 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 30.00 FEET, A CENTRAL ANGLE OF 105°54'50", A CHORD BEARING OF S.37°00'03"E., AND A CHORD LENGTH OF 47.89 FEET; THENCE ALONG SAID SOUTHERLY LINE AND THE ARC OF SAID CURVE AN ARC LENGTH OF 55.46 FEET TO THE END OF SAID CURVE, THE SAME BEING A POINT ON THE WESTERLY LINE OF SAID TRACT K; THENCE S.15°57'22"W., ALONG SAID WESTERLY LINE, A DISTANCE OF 217.60 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE LEFT, HAVING: A RADIUS OF 152.50 FEET, A CENTRAL ANGLE OF 22°47'40", A CHORD BEARING OF S.04°33'32"W., AND A CHORD LENGTH OF 60.27 FEET; THENCE ALONG SAID WESTERLY LINE AND THE ARC OF SAID CURVE AN ARC LENGTH OF 60.67 FEET TO THE END OF SAID CURVE; THENCE S.06°50'18"E., ALONG SAID WESTERLY LINE, A DISTANCE OF 223.60 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 27.50 FEET, A CENTRAL ANGLE OF 90°00'00", A CHORD BEARING OF S.38°09'42"W., AND A CHORD LENGTH OF 38.89 FEET;

THENCE ALONG SAID WESTERLY LINE AND THE ARC OF SAID CURVE AN ARC LENGTH OF 43.20 FEET TO THE END OF SAID CURVE; THENCE S.83°09'42"W., ALONG SAID WESTERLY LINE AND THE WESTERLY LINE OF SAID BLOCK C, A DISTANCE OF 92.50 FEET; THENCE N.06°50'18"W., ALONG THE WESTERLY LINE OF SAID BLOCK C, A DISTANCE OF 251.10 FEET TO THE POINT OF CURVATURE OF A CURVE TO THE RIGHT HAVING A RADIUS OF 272.50 FEET, A CENTRAL ANGLE OF 22°47'40", A CHORD BEARING OF N.04°33'32"E., AND A CHORD LENGTH OF 107.70 FEET; THENCE ALONG SAID WESTERLY LINE AND THE ARC OF SAID CURVE AN ARC LENGTH OF 108.41 FEET TO THE END OF SAID CURVE; THENCE N.15°57'22"E., ALONG SAID WESTERLY LINE, A DISTANCE OF 220.57 FEET TO THE **POINT OF BEGINNING.**
PARCEL CONTAINS 1.57 ACRES, MORE OR LESS.

TOTAL AREA OF PARCELS DESCRIBED IS 3.80 ACRES, MORE OR LESS.

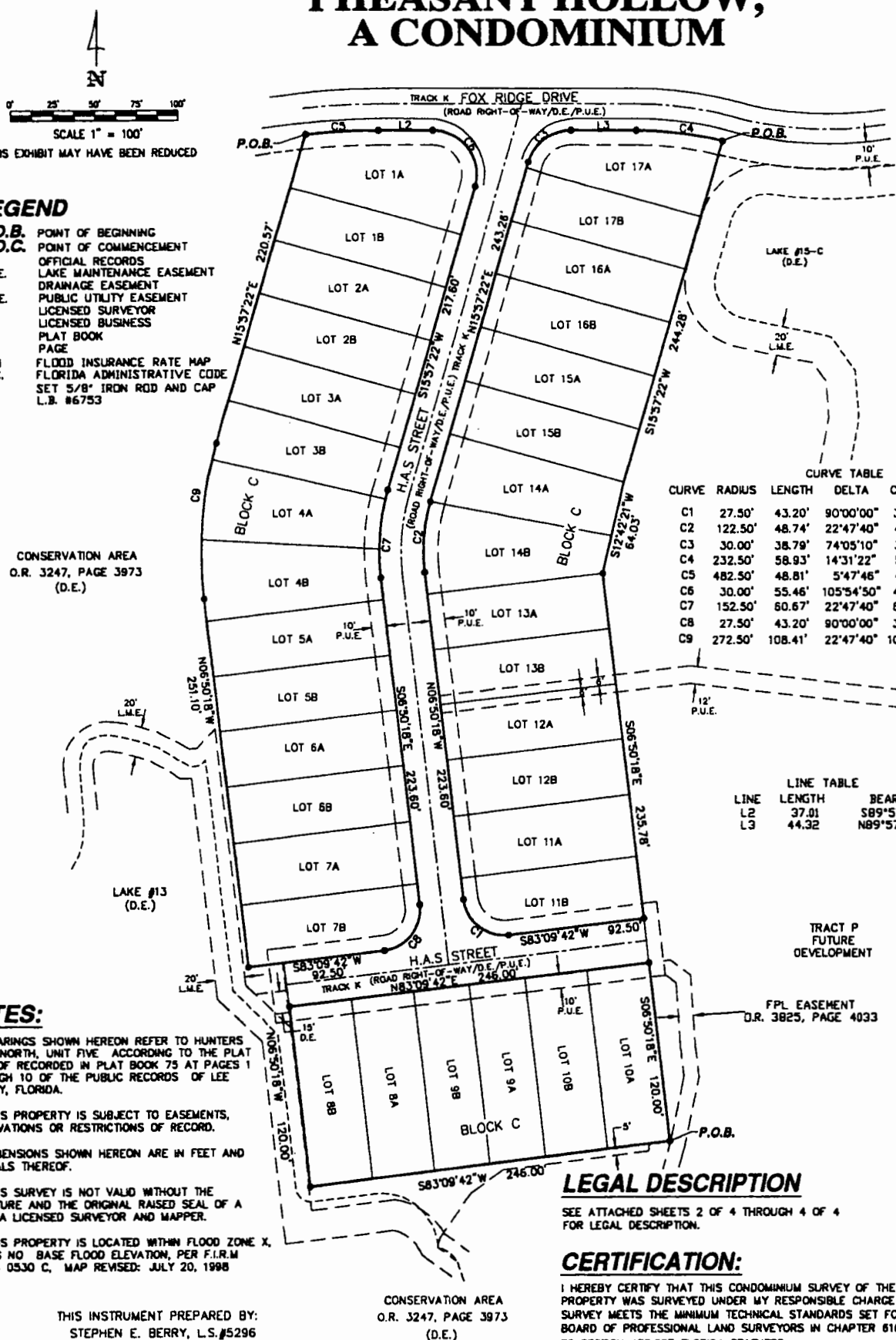
BEARINGS REFER TO HUNTERS RIDGE NORTH, UNIT FIVE, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 75 AT PAGE 1 THROUGH 10 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

THIS PROPERTY IS SUBJECT TO EASEMENTS, RESTRICTIONS AND RESERVATIONS OF RECORD.

_____11/10/04
STEPHEN E. BERRY, STATE OF FLORIDA, (L.S. #5296)
BBLS SURVEYORS & MAPPERS INC., (L.B. #6753)
Z:\PROJECTS/2004/0476 HUNTERS RIDGE/PHEASANT HOLLOW.DOC
PROOFED BY ____

(SEE ATTACHED SKETCH – 0476 L&S TRACT C.DWG)

PHEASANT HOLLOW, A CONDOMINIUM



LEGEND

P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
O.R.	OFFICIAL RECORDS
L.M.E.	LAKE MAINTENANCE EASEMENT
D.E.	DRAINAGE EASEMENT
P.U.E.	PUBLIC UTILITY EASEMENT
L.S.	LICENSED SURVEYOR
L.B.	LICENSED BUSINESS
P.B.	PLAT BOOK
PG.	PAGE
FIRM	FLOOD INSURANCE RATE MAP
F.A.C.	FLORIDA ADMINISTRATIVE CODE
•	SET 5/8" IRON ROD AND CAP L.B. #6753

CURVE TABLE

CURVE	RADIUS	LENGTH	DELTA	CHORD	CHORD BEARING
C1	27.50'	43.20'	90°00'00"	38.89'	N51°50'18"W
C2	122.50'	48.74'	22°47'40"	48.41'	N04°33'32"E
C3	30.00'	38.79'	74°05'10"	36.14'	N52°39'57"E
C4	232.50'	58.93'	14°31'22"	58.77'	S82°41'47"E
C5	482.50'	48.81'	5°47'46"	48.79'	N87°08'40"E
C6	30.00'	55.46'	105°54'50"	47.89'	S37°00'03"E
C7	152.50'	60.67'	22°47'40"	60.27'	S04°33'32"W
C8	27.50'	43.20'	90°00'00"	38.89'	S38°09'42"W
C9	272.50'	108.41'	22°47'40"	107.70'	N04°33'32"E

LINE TABLE

LINE	LENGTH	BEARING
L2	37.01	S89°57'28"E
L3	44.32	N89°57'28"W

NOTES:

1.) BEARINGS SHOWN HEREON REFER TO HUNTERS RIDGE NORTH, UNIT FIVE ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 75 AT PAGES 1 THROUGH 10 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

2.) THIS PROPERTY IS SUBJECT TO EASEMENTS, RESERVATIONS OR RESTRICTIONS OF RECORD.

3.) DIMENSIONS SHOWN HEREON ARE IN FEET AND DECIMALS THEREOF.

4.) THIS SURVEY IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

5.) THIS PROPERTY IS LOCATED WITHIN FLOOD ZONE X, HAVING NO BASE FLOOD ELEVATION, PER F.I.R.M 125124 0530 C, MAP REVISED: JULY 20, 1998

LEGAL DESCRIPTION

SEE ATTACHED SHEETS 2 OF 4 THROUGH 4 OF 4 FOR LEGAL DESCRIPTION.

CERTIFICATION:

I HEREBY CERTIFY THAT THIS CONDOMINIUM SURVEY OF THE HEREON DESCRIBED PROPERTY WAS SURVEYED UNDER MY RESPONSIBLE CHARGE ON XX/XX/XX. THIS SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 61G17-6, F.A.C. PURSUANT TO SECTION 472.027 FLORIDA STATUTES.

STEPHEN E. BERRY, STATE OF FLORIDA, (L.S. #5296)
BBLS SURVEYORS & MAPPERS INC., (L.B. #6753)

THIS INSTRUMENT PREPARED BY:
STEPHEN E. BERRY, L.S.#5296
BBLS SURVEYORS & MAPPERS INC.
1502-A RAIL HEAD BLVD.
NAPLES, FLORIDA 34110 (239) 597-1315

08/31/04
REVISED 01/15/05

CONDOMINIUM SURVEY

Z:\PROJECTS\2004\0476 HUNTERS RIDGE\dwg\CONDO DOCS\0476CS TRACK C.dwg 09/03/2004 09:08:27 AM EDT

State of Florida

Department of State

I certify from the records of this office that PHEASANT HOLLOW CONDOMINIUM ASSOCIATION, INC. is a corporation organized under the laws of the State of Florida, filed on July 23, 2004.

The document number of this corporation is N04000007252.

I further certify that said corporation has paid all fees due this office through December 31, 2004, and its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capitol, this the Twenty-third day of July, 2004

Glenda E. Hood

Glenda E. Hood
Secretary of State

CR2EO22 (2-03)

FILED

ARTICLES OF INCORPORATION FOR PHEASANT HOLLOW CONDOMINIUM ASSOCIATION, INC.

04 JUL 23 PM 12:22

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

In compliance with the requirements of Chapter 617, *Florida Statutes*, the undersigned, all of whom are of full age, have this day voluntarily associated themselves together for the purpose of forming a corporation not-for-profit and do hereby certify:

ARTICLE I

The name of the corporation, herein called the "Association" is Pheasant Hollow Condominium Association, Inc., and the corporate office address is 9001 Daniels Parkway, Suite 200, Fort Myers, Florida 33912.

Section 1. PURPOSE AND POWERS: The purpose for which the Association is organized is to provide an entity pursuant to the Florida Condominium Act for the operation of Pheasant Hollow at Hunters Ridge, a Condominium (the "Condominium"), located in Lee County, Florida.

ARTICLE II

The Association is organized and shall exist upon a non-stock basis as a not-for-profit corporation under the laws of the State of Florida, and no portion of any earnings of the Association shall be distributed or inure to the private benefit of any Member (as defined below), director or officer of the Association. For the accomplishment of its purposes, the Association shall have all of the common law and statutory powers and duties of a corporation not-for-profit under the laws of the State of Florida, and as provided in these Articles, the Declaration of Condominium for Pheasant Hollow at Hunters Ridge, a Condominium (the "Declaration"), the By-Laws for Pheasant Hollow at Hunters Ridge, a Condominium (the "By-Laws") or the Florida Condominium Act; and it shall have all the powers and duties reasonably necessary to operate the Condominium pursuant to the Declaration and as it may hereafter be amended from time to time, including, but not limited to the following:

(a) To make and collect assessments against the Members (as defined in the Declaration) of the Association to defray the costs, expenses and losses of the Condominium, and to use the proceeds of assessments in the exercise of its powers and duties.

(b) To maintain, repair, replace and operate the Condominium Property and Association Property.

(c) To purchase insurance upon the Condominium Property and Association Property for the protection of the Association, its Members, and their mortgagees.

(d) To reconstruct improvements after casualty and to make further improvements of the property.

(e) To make, amend and enforce reasonable rules and regulations governing the use of the Common Elements.

(f) To approve or disapprove the transfer, mortgage, ownership and occupancy of units, as provided by the Declaration and the By-Laws.

(g) To enforce the provisions of the Florida Condominium Act, the Declaration, these Articles, and the By-Laws of the Association.

(h) To contract for the management and maintenance of the Condominium and to delegate any powers and duties of the Association in connection therewith except such as are specifically required by the Declaration to be exercised by the Board of Directors or the membership of the Association.

(i) To employ accountants, attorneys, architects, and other personnel necessary to perform the services required for proper operation of the Condominium.

(j) To acquire real and personal property in the name of the Association.

(k) To collect assessments due from Unit Owners to the Master Association.

All funds and the title to all property acquired by the Association shall be held for the benefit of the Members in accordance with the provisions of the Declaration, these Articles of Incorporation and the By-Laws.

ARTICLE III

Section 2. **MEMBERSHIP**:

(a) The Members of the Association shall consist of all record owners of a fee simple interest in one or more Units in the Condominium, and as further provided in the By-Laws; after termination of the Condominium, the Members shall consist of those who are Members at the time of such termination.

(b) After receiving approval of the Association as required by the Declaration, change of membership shall be established by recording in the Public Records of Lee County, Florida, a deed or other instrument and by the delivery to the Association of a copy of such instrument.

(c) The share of a Member in the funds and assets of the Association cannot be assigned or transferred in any manner, except as an appurtenance to his Unit.

(d) The Owners of each Unit, collectively, shall be entitled to one vote in Association matters as set forth in the Declaration and By-Laws. The manner of exercising voting rights shall be as set forth in the By-Laws.

(e) The manner in which the meetings of the Members shall be held, including, but not limited to, actions by Members without a meeting, shall be as set forth in the By-Laws. Any action required or permitted to be taken at a meeting of the Members (except the annual meeting and a meeting at which a vote is taken to waive or fund reserves and any other meeting of the Members at which their presence is required by the Florida Condominium Act) may be taken without a meeting as set forth in the By-Laws.

ARTICLE IV

Section 3. **TERM**: The term of the Association shall be perpetual.

ARTICLE V

Section 4. **BY-LAWS**: The By-Laws of the Association may be altered, amended, or rescinded in the manner provided therein.

ARTICLE VI

Section 5. **AMENDMENTS**: Except as otherwise provided by Florida law, these Articles of Incorporation may be amended by vote of a majority of the voting interest at any annual or special meeting, or by approval in writing of the owners of a majority of the units without a meeting, provided that notice of any proposed amendment has been given to the Members of the Association, and that the notice contains a copy of the proposed Amendment.

An amendment shall become effective upon filing with the Secretary of State and recording a copy in the Public Records of Lee County, Florida.

ARTICLE VII

Section 6. **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 By-Laws, but not less than three (3) Directors, initially appointed by the Developer, and in the absence of such determination shall consist of three (3) Directors. Except for Directors appointed by the Developer, all Directors must be Members of the Association.

(b) Directors of the Association shall be elected by the Members in the manner determined by the By-Laws. Directors may be removed, and vacancies on the Board of Directors shall be filled in the manner provided by the By-Laws.

(c) The business of the Association shall be conducted by the Officers designated in the By-Laws. 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 VIII

Section 7. **INCORPORATOR**: The name and address of the Incorporator is:

Stephen J. Mitchell — 201 N. Franklin Street, Suite 2100, Tampa, Florida 33602

ARTICLE IX

Section 8. **INITIAL DIRECTORS**: The initial Directors of the Association and their addresses shall be:

Kerry Trowbridge	9001 Daniels Parkway, Suite 200 Fort Myers, Florida 33912
Vince Gullo	9001 Daniels Parkway, Suite 200 Fort Myers, Florida 33912
David Knizner	9001 Daniels Parkway, Suite 200 Fort Myers, Florida 33912

ARTICLE X

Section 9. **INITIAL REGISTERED AGENT**: The initial registered office of the Association shall be at:

201 N. Franklin Street, Suite 2100
Tampa, Florida 33602

The Initial Registered Agent at said address shall be:

Andrew Service Corporation of Florida

ARTICLE XI

Section 10. **INDEMNIFICATION**: The Association shall indemnify every Director and every Officer of the Association who may serve or who has served against all expenses and liabilities, including attorney's 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 be a party because of his being or having been a Director or Officer of the Association. The foregoing right of indemnification shall not apply to:

(a) A violation of the criminal law, unless the Director or Officer had reasonable cause to believe his or her conduct was lawful or had no reasonable cause to believe his or her conduct was unlawful;

(b) A transaction from which the Director or Officer derived an improper personal benefit;

(c) 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 judgment in its favor or in a proceeding by or in the right of a Director or Officer.

To the extent that a Director or Officer has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to in Subsection (a), Subsection (b) or

Subsection (c), or in defense of any claim, issue, or matter therein, he shall be indemnified against expenses (including attorney's fees) actually and reasonably incurred by him in connection therewith.

The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or Officer may be entitled.

The Association may purchase and maintain insurance on behalf of all Directors and Officers against any liability asserted against them or incurred by them in their capacity as Directors or Officers or arising out of their status as such.

WHEREFORE, the Incorporator has caused these presents to be executed this 22 day of July, 2004.

STEPHEN J. MITCHELL

STATE OF FLORIDA
COUNTY OF HILLSBOROUGH

The foregoing instrument was acknowledged before me this 22 day of July, 2004, by **Stephen J. Mitchell**, as Incorporator, who is personally known to me.

Notary Public
Printed Name: _____

(Seal)

My Commission Expires: _____

ANGELA DRAGO
MY COMMISSION # DD 050053
EXPIRES: September 19, 2005
Bonded Thru Notary Public Underwriters

ACCEPTANCE OF REGISTERED AGENT

Having been named to accept service of process for Pheasant Hollow Condominium Association, Inc., at the place designated in these Articles of Incorporation, Andrew Service Corporation of Florida hereby accepts the appointment to act in this capacity and agrees to comply with the laws of the State of Florida in keeping open said office.

ANDREW SERVICE CORPORATION OF FLORIDA, a Florida corporation

By: _____
Joseph D. Edwards, Vice President

Dated: July 22, 2004

BY-LAWS OF
PHEASANT HOLLOW
CONDOMINIUM ASSOCIATION, INC.,
A NOT-FOR-PROFIT CORPORATION

ARTICLE I
NAME, LOCATION AND DEFINITIONS

The name of the corporation is Pheasant Hollow Condominium Association, Inc., a Florida corporation, not-for-profit, hereafter referred to as the "Association." The principal office of the corporation shall be located at 9001 Daniels Parkway, Suite 200, Fort Myers, Florida 33912; but, meetings of Members and directors may be held at such places within the State of Florida as may be designated by the Board of Directors.

The terms used in these By-Laws shall have the meanings as provided in the Declaration of Condominium of Pheasant Hollow at Hunters Ridge, a Condominium.

ARTICLE II
MEMBERS AND MEETINGS OF MEMBERS

Section 1. **Qualification**. Every person or entity who is a record fee simple Owner of a Condominium Unit, including Declarant, at all times as long as it owns all or any part of the property subject to this Declaration, shall be a Member of the Association provided, however, that any such person or entity who holds such interest only as security for the performance of an obligation shall not be a Member. If an Owner is not a natural person, then the Owner shall designate a natural person who shall be the "Primary Occupant," and such natural person shall exercise that Unit's membership rights. Membership shall be appurtenant to, and may not be separated from, ownership of any Unit that is subject to Assessment. When any Unit is owned of record by more than one person or other legal entity, all such persons or entities shall be Members.

Section 2. **Voting Rights**. The Members shall be entitled to one (1) vote for each Unit owned by them. The total votes shall not exceed the total number of Units. The vote of a Unit shall not be divisible. The right to vote may not be denied because of delinquent Assessments. If a Condominium Unit is owned by one natural person, his right to vote shall be established by the record title to the Unit. If a Unit is owned jointly by two (2) or more natural persons, that Unit's vote may be cast by any Owner present at the meeting at which the vote is taken. If two (2) or more Owners are present and cannot agree among themselves how their one vote shall be cast, that vote shall not be counted for any purpose. If the Owner is not a natural person, the vote of that Unit shall be cast by the Unit's Primary Occupant, designated as set forth in Section 1 above.

A majority of votes cast in person or by proxy by members present at a meeting at which a quorum is present shall be sufficient for corporate action, except where provided otherwise in these By-Laws, the Articles, or the Declaration.

Section 3. **Change in Membership**. A change in membership in the Association shall be established by the recording in the Public Records of Lee County, Florida, a deed or other instrument establishing a record title to a Unit. Thereupon, the grantee in such instrument will become a Member of the Association, and the membership of the prior Owner shall thereby be automatically terminated. Upon such transfer of title, the transferee shall notify the Association of such transfer and provide to the Association an address to which all notices and correspondence should be sent. If the transferee fails to provide such an address, the Association shall mail or deliver all notices and correspondence to the transferee at the address of the Unit.

Section 4. **Termination of Membership**. The termination of membership in the Association does not relieve or release any former Member from liability or obligation incurred under or in any way connected with the Association during the period of his membership, nor does it impair any rights or remedies which the Association may have against any former Owner or Member arising out of or in any way connected with such ownership and membership and the covenants and obligations incident thereto.

Section 5. **Annual Meetings**. The first annual meeting of the Members shall be held within one (1) year from the date of incorporation of the Association, and each subsequent regular annual meeting of the Members shall be held at a date and time as may be determined by the Board each year thereafter, between October 1st and December 1st.

Section 6. **Special Meetings**. Special meetings of the Members may be called at any time by the President or by the Board of Directors, or upon written request of ten percent (10%) of the Members who are entitled to vote.

Section 7. **Notice of Meetings**. Written notice of each meeting of the Members shall be given by, or at the direction of the Secretary or person authorized to call the meeting, by mailing or hand delivering a copy of such notice, postage prepaid, at least fourteen (14) days before such meeting to each Member entitled to vote thereat, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting and shall include an agenda. The notice shall also be posted in a conspicuous place on the Condominium Property or Association Property at least fourteen (14) continuous days preceding the meeting, unless there is no Condominium Property or Association Property upon which to post a notice.

Section 8. **Quorum**. The presence at the meeting of at least one-half of the Members entitled to vote in person or by proxy shall constitute a quorum for any action, except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, until a quorum as aforesaid shall be present or be represented.

Section 9. **Proxies**. At all meetings of Members, each Member may vote in person or by limited proxy, except in the election of the Board of Directors. All proxies shall be in writing and filed with the Secretary. Any proxy given shall be effective only for the specific meeting for which it was originally given and any lawfully adjourned meetings thereof. Every

proxy shall be revocable and shall automatically cease upon conveyance by the Member of his Unit. In no event shall a proxy be valid for a period longer than ninety (90) days after the date of the first meeting for which it was given.

Section 10. **Adjourned Meetings**. If a quorum is not present at any duly called meeting of the Members, the majority of the voting interests present shall adjourn the meeting to a later date when a quorum may be obtained. When a meeting is adjourned, notice of the time and place of its continuance shall be given, as provided in Section 7 therein.

Section 11. **Order of Business**. The order of business at Members' meetings shall be substantially as follows:

(a) Collection of ballots not yet cast.

(b) Call of the roll and certification of quorum and proxies.

(c) Proof of notice of meeting or waiver of notice.

(d) Reading and disposal of any unapproved minutes.

(e) Reports of Officers.

(f) Reports of Committees.

(g) Election of Directors.

(h) Unfinished Business.

(i) New Business.

(j) Adjournment.

Section 12. **Minutes**. Minutes of all meetings of Members and of the Board of Directors shall be kept in a businesslike manner and available for inspection by Members, or their authorized representatives, and Board members at all reasonable times and for a period of seven (7) years after the meeting.

Section 13. **Parliamentary Rules**. Roberts' Rules of Order (latest edition) shall govern the conduct of the Association meetings when not in conflict with the law or with the Declaration of Condominium or these By-Laws.

Section 14. **Action by Members Without Meeting**. Any action required or permitted to be taken at a meeting of the Members (except the annual meeting and a meeting at which a vote is taken to waive or fund reserves and any other meeting of the Members at which their presence is required by the Condominium Act) may be taken without a meeting if written consents, setting forth the action to be taken, are signed by the Members having not less than the minimum number of votes that would be necessary to take such action at a meeting, or a majority of the total votes of the entire membership, whichever is greater. Upon receiving the requisite

number of written consents, the Board of Directors may take the authorized action upon adopting a resolution to that effect. Within ten (10) days after adopting the resolution, the Board shall send written notice of the action taken to all Members who have not consented in writing. Nothing in this paragraph shall be construed in derogation of Members' rights to call a special meeting of the membership, as elsewhere provided in these By-Laws nor shall it limit any Unit Owner meeting permitted by Florida law.

ARTICLE III
BOARD OF DIRECTORS: TERM OF OFFICE

Section 1. **Number**. The affairs of this Association shall be managed by a Board of at least three (3) directors initially appointed by the Developer. The number of Board members may be amended by a resolution of the Board of Directors.

Section 2. **Term of Office**. Each director elected by the Members shall hold office for a term of one (1) year.

Section 3. **Removal**.

(a) Directors elected or appointed by Owners other than the Developer may be removed from the Board, with or without cause, by a majority vote of the Owners other than the Developer, in person or by limited proxy. For the purposes of establishing percentages of voting interests, and establishing a quorum, only Units owned by Owners other than the Developer shall be counted.

(b) Directors elected or appointed by the Developer may be removed from the Board, with or without cause, only by the Developer.

Section 4. **Replacement**.

(a) If a vacancy occurs on the Board of Directors as a result of a recall by Owners and less than a majority of the Members are removed, the vacancy may be filled by the affirmative vote of a majority of the remaining Directors. If vacancies occur on the Board of Directors as a result of a recall by Owners and a majority or more of the Members are removed, the vacancies shall be filled pursuant to Chapter 718 of the *Florida Statutes*.

(b) Subject to the provisions of Article III of these By-Laws, a vacancy in the Board previously occupied by an appointee of the Developer shall be filled as follows: The Developer shall appoint a replacement who shall act as a Developer-appointed Board member until the next annual meeting. Announcement of such replacement shall be made by the Developer in writing to the Board of Directors. A vacancy, other than as a result of a recall, on the Board previously occupied by a Board member elected or appointed by Owners other than the Developer shall be filled as follows: Only the Owners other than the Developer may vote to fill said vacancy. In which case, at least twenty percent (20%) of the Unit Owners other than the Developer must cast a ballot in order to have a valid election. Elections shall be decided by a plurality of those ballots cast.

Section 5. **Compensation**. No Director shall receive compensation for any service he may render to the Association. However, any Director may be reimbursed for his actual expenses incurred in the performance of his duties.

ARTICLE IV
ELECTION OF DIRECTORS

Section 1. **Notice and Election**. The Board of Directors shall be elected by written ballot or voting machine. Proxies shall in no event be used in electing the Board of Directors in general elections. However, limited proxies may be used to fill vacancies caused by recall. Not less than sixty (60) days before a scheduled election, the Association shall mail or deliver, whether by separate Association mailing, or included in another Association mailing or delivery including regularly published newsletters, to each Owner entitled to vote, a first notice of the date of the election. Any Owner or other eligible person desiring to be a candidate for the Board of Directors must give written notice to the Association not less than forty (40) days before a scheduled election. Together with the written notice and agenda as set forth in Article II(7), the Association shall mail or deliver a second notice of the election to all Owners entitled to vote therein, together with a ballot which shall list all candidates. Upon request of a candidate, the Association shall include an information sheet, not larger than 8½ inches by 11 inches, which must be furnished by the candidate not less than thirty-five (35) days before the election, to be included with the mailing of the ballot, with the costs of mailing or delivery and copying to be borne by the Association. Elections shall be decided by a plurality of those ballots cast. There shall be no quorum requirement; however, at least twenty percent (20%) of the eligible voters must cast a ballot in order to have a valid election of members of the Board of Directors. No Owner shall permit any other person to vote his ballot, and any such ballots improperly cast shall be deemed invalid. Any Owner violating this provision may be fined by the Association in accordance with Chapter 718 of the *Florida Statutes*. The regular election shall occur on the date of the annual meeting and shall be by secret ballot. Notwithstanding the provisions of this paragraph, an election and balloting are not required, unless more candidates file notices of intent to run or are nominated than vacancies exist on the Board.

ARTICLE V
MEETINGS OF DIRECTORS AND COMMITTEES

Section 1. **Meetings**. Meetings of the Board of Directors, and any committee thereof, at which a quorum of the members of that committee are present shall be open to all Unit Owners. Any Owner may tape record or videotape meetings of the Board of Directors. The right to attend such meetings includes the right to speak at such meetings with reference to all designated agenda items. The Association shall adopt reasonable rules governing the tape recording and videotaping of the meeting and the frequency, duration, and manner of Owner statements.

Section 2. **Notice**. Adequate notice of all meetings, which notice shall specifically incorporate an identification of agenda items, shall be posted conspicuously on the Condominium Property at least forty-eight (48) continuous hours preceding the meeting, except in an emergency. Any item not included on the notice may be taken up on an emergency basis by at least a majority, plus one of the members of the Board. Such emergency action shall be

noticed and ratified at the next regular meeting of the Board. However, written notice of any meeting at which non-emergency special Assessments, or at which amendment to rules regarding Unit use will be considered, shall be mailed or delivered to the Owners and posted conspicuously on the Condominium Property not less than fourteen (14) days prior to the meeting. Evidence of compliance with this fourteen (14)-day notice shall be made by an affidavit executed by the person providing the notice and filed among the official records of the Association. Upon notice to the Owners, the Board shall by duly adopted rule designate a specific location on the Condominium Property or Association Property upon which all notices of Board meetings shall be posted. If there is no Condominium Property or Association Property upon which notices can be posted, notices of Board meetings shall be mailed or delivered at least fourteen (14) days before the meeting to the Owner of each Unit. Notice of any meeting in which regular Assessments against Owners are to be considered for any reason shall specifically contain a statement that Assessments will be considered and the nature of any such Assessments.

Section 3. **Quorum**. A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE VI
POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. **Power**. The Board of Directors shall have power to:

(a) Adopt and publish rules and regulations governing the use of the Common Elements and facilities, and the personal conduct of the Members, tenants and their Guests thereon, and to establish penalties and fines for the infraction thereof;

(b) Exercise for the Association all powers, duties and authorities vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation or the Declaration of Condominium;

(c) Employ a manager, an independent contractor, or such employees as they may deem necessary, and to prescribe their duties; and

(d) Appoint from time to time such standing or temporary committees as the Board may deem necessary and convenient for the efficient and effective operation of the Association, and as proscribed by these By-Laws and the Declaration.

Section 2. **Duties**. It shall be the duty of the Board of Directors to:

(a) Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members, or at any special meeting when such statement is requested in writing by one-tenth (1/10) of the Members who are entitled to vote.

(b) Supervise all officers, agents and employees of this Association and to see that their duties are properly performed.

(c) As more fully provided in the Declaration to: (1) fix the amount of the annual Assessment against each Unit at least thirty (30) days in advance of each annual Assessment period; (2) send written notice of each Assessment to every Owner subject thereto at least fifteen (15) days in advance of each annual Assessment period; and (3) after filing a claim of lien in the public records, foreclose the lien against any property for which Assessments are not paid (but not earlier than thirty (30) days after the Association has furnished written notice to such Unit Owner of its intention to foreclose its lien), or to bring an action at law against the Owner personally obligated to pay the same.

(d) Issue, or to cause an appropriate officer to issue, upon demand by a person, a certificate setting forth whether or not any Assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an Assessment has been paid, such certificate shall be conclusive evidence of such payment.

(e) Procure and maintain adequate liability, hazard, and other types of insurance on property owned or maintained by the Association.

(f) Cause the Common Elements to be maintained.

(g) Prepare the annual budget.

(h) Respond to an Owner's written inquiry that has been delivered by certified mail, within thirty (30) days of the inquiry. The Board of Directors shall give a substantive response to the inquirer, notify the inquirer that a legal opinion has been requested, or notify the inquirer that advice has been requested from the Division.

(i) Perform or act upon anything else required by law.

ARTICLE VII
OFFICERS AND THEIR DUTIES

Section 1. **Enumeration of Officers**. The officers of this Association shall be a President and Vice President, who shall at all times be members of the Board of Directors, a Secretary and a Treasurer, and such other officers as the Board may, from time to time, by resolution create.

Section 2. **Election of Officers**. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Members.

Section 3. **Term**. The officers of this Association shall be elected annually by the Board and shall hold office for one (1) year, unless he shall sooner resign, or shall be removed or otherwise disqualified to serve.

Section 4. **Special Appointments**. The Board may elect such other officers, as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. **Resignation and Removal**. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice, or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. **Vacancies**. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. **Multiple Offices**. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices, except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. **Duties**. The duties of the officers are as follows:

(a) **PRESIDENT** The President shall preside at all meetings of the Board of Directors, shall see that orders and resolutions of the Board are carried out, and shall sign all leases, mortgages, deeds and other written instruments, promissory notes and checks.

(b) **VICE-PRESIDENT** The Vice President shall act in the place and stead of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

(c) **SECRETARY** The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members, keep the corporate seal of the Association and affix it on all papers requiring said seal, serve notice of meetings of the Board and of Members, keep appropriate current records showing the Members of the Association, together with their addresses, and shall perform such other duties as required by the Board.

(d) **TREASURER** The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors, shall sign all promissory notes of the Association, keep proper books of account, and shall prepare an annual budget and a statement of income and expenditures to be presented to the Board and deliver a copy of each to the Members.

ARTICLE VIII
BOOKS AND RECORDS

Section 1. **Inspection by Members**. The Official Records of the Association are open to inspection by any Member, or the authorized representative of such Member, at all reasonable times. The right to inspect the Official Records includes the right to make or obtain copies, at the reasonable expense, if any, of the Member. The Association may adopt reasonable

rules regarding the frequency, time, location, notice and manner of record inspections and copying. The Association shall maintain an adequate number of copies of the Declaration, Articles of Incorporation, By-Laws and Rules, and all amendments to each of the foregoing, as well as the Question and Answer Sheet and year-end financial information required by Chapter 718 of the *Florida Statutes*, on the Condominium Property to ensure their availability to Owners and prospective purchasers, and may charge its actual costs for preparing and furnishing these documents to those requesting the same.

ARTICLE IX
FISCAL MATTERS AND ASSESSMENTS

Section 1. **Assessments**. As more fully provided in the Declaration, each Member is obligated to pay to the Association Assessments which are secured by a continuing lien upon the property against which the Assessment is made. Assessments shall be paid not less frequently than quarterly in the discretion of the Board. Assessments shall be collected against Owners in the proportions as provided in the Declaration. Any Assessments that are not paid when due shall be delinquent. If the Assessment is not paid within thirty (30) days after the due date, the Assessment shall bear interest from the date of delinquency at the highest rate as allowed by law. In addition, the Association may charge an administrative late fee, not to exceed the greater of $50.00 or five percent (5%) of each delinquent installment. Payments on account of delinquent Assessments shall first be applied to interest, then to late fees, then to costs and attorneys' fees, and then to the delinquent payment. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the Unit, and interest, costs and reasonable attorneys' fees of any such action shall be added to the amount of such Assessment. No Owner may waive or otherwise escape liability for the Assessments provided for herein by non-use of the Common Elements or abandonment of his Condominium Unit.

Section 2. **Bank Accounts**. The Association shall maintain its accounts in such financial institutions in the State of Florida as shall be designated from time to time by the Board. Withdrawal of monies from such accounts shall be only by such persons as are authorized by the Board. The Board may invest Association funds in interest-bearing accounts, money market funds, certificates of deposit, U.S. Government securities, and other similar investment vehicles.

Section 3. **Budget**. The Board of Directors shall, prior to the end of the fiscal year, adopt an annual budget for Common Expenses for the next fiscal year. At least fourteen (14) days prior to such a meeting, the Board shall mail or hand deliver to each Owner, at the address last furnished to the Association by the Owner, a notice of such meeting and a copy of the proposed annual budget. An officer or manager of the Association, or other person providing notice of such meeting, shall execute an affidavit evidencing compliance with such notice requirement, and such affidavit shall be filed among the official records of the Association.

Section 4. **Reserves for Capital Expenditures and Maintenance**. In addition to annual operating expenses, the proposed budget must include reserve accounts for capital expenditures and deferred maintenance. These accounts shall include, but not be limited to, roof replacement, building painting and pavement resurfacing, and for any other item for which the deferred maintenance expense or replacement cost exceeds $10,000. The amount to be reserved

shall be computed by a formula based upon estimated remaining useful life and estimated replacement cost of each item, and such formula shall be set forth in the proposed budget. These reserves shall be funded, unless the Members subsequently determine by majority at a duly called meeting to fund no reserves or less than adequate reserves for a fiscal year. The vote to waive or reduce reserves, if any is taken, may be taken only after the proposed budget has been mailed to the Owners, as required above. However, prior to turnover of control of the Association by the Developer to Owners other than a Developer, the Developer may vote to waive the reserves or reduce the funding of reserves for the first two (2) fiscal years of the operation of the Association, beginning with the year in which the Declaration is recorded, after which time reserves may only be waived or reduced for each fiscal year upon the vote of a majority of non-developer voting interests present in person or by limited proxy at a duly called meeting of the Association. Reserve funds and any interest accruing thereon shall remain in the reserve account or accounts, and shall be used only for authorized reserve expenditures, unless their use for other purposes is approved in advance by a majority vote at a duly called meeting of the Association. Prior to turnover of control of the Association to Owners other than the Developer, the Association shall not vote to use reserves for purposes other than that for which they were intended without the approval of a majority of all non-developer voting interests, voting in person or by proxy at a duly called meeting of the Association.

Section 5. **General Maintenance Reserves**. In addition to the statutory reserves provided above, or in place of them if the Members so vote, the Board may establish one or more additional reserve accounts for general operating expenses, repairs, minor improvements or deferred maintenance. The purpose of the reserves is to provide financial stability and to avoid the need for special Assessments on a frequent basis. The amounts proposed to be so reserved shall be shown in the proposed annual operating budget each year. These funds may be spent for any purpose approved by the Board.

Section 6. **Fidelity Bonds**. The Association shall obtain and maintain adequate fidelity bonding of all persons who control or disburse funds of the Association. As used in this section, the term "persons who control or disburse funds of the Association" includes, but is not limited to, those individuals authorized to sign checks, and the President, Secretary and Treasurer of the Association. The insurance policy or fidelity bond must cover the maximum funds that will be in the custody of the Association or its management agent at any one time. The Association shall bear the cost of bonding.

Section 7. **Financial Information**. Within ninety (90) days following the end of the fiscal or calendar year the Board of Directors shall complete the financial report of actual receipts and expenditures for the previous twelve (12) months, or a complete set of financial statements for the preceding fiscal year prepared in accordance with generally accepted accounting principles, and as required by Chapter 718 of the *Florida Statutes*. Within twenty one (21) days after the financial report is completed or received by the Association from a third party, the Association shall furnish the Unit Owners with copies of the report, or a notice that a copy of the report will be mailed or hand delivered to the Unit Owners, without charge upon a written request from the Owner (s).

Section 8. **Commingling**. All funds shall be maintained separately in the Association's name. Reserve and operating funds of the Association shall not be commingled, except for investment purposes. No manager or business entity required to be licensed or registered under Chapter 468.432 of the *Florida Statutes*, and no agent, employee, officer, or director of the Association shall commingle any Association funds with his funds or with the funds of any other condominium association or community association as defined in Chapter 468.431 of the *Florida Statutes*.

Section 9. **Application of Payments**. All payments on account by a Owner shall be applied first to interest, then to any administrative late fee, then to costs and attorneys' fees incurred in collection and then to the delinquent Assessment.

Section 10. **Fines**. In addition to all other remedies, in the sole discretion of the Board of Directors of the Association, a fine or fines may be levied upon an Owner for failure of an Owner, his tenants, Family, Guests, invitees, or employees to comply herewith or with any rules or regulations provided the following procedures are followed:

(a) The party against whom the fine is sought to be levied shall be afforded an opportunity for hearing before a committee of Owners after reasonable notice of not less than fourteen (14) days, and the notice shall include:

(1) A statement of the date, time and place of the hearing;

(2) A statement of the provisions of the Declaration, By-Laws or Rules which have allegedly been violated; and

(3) A short and plain statement of the matters asserted by the Association.

(b) The party against whom the fine may be levied shall have a reasonable opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved, and shall have an opportunity at the hearing to review, challenge, and respond to any material considered by the Association. If the committee does not agree with the fine, the fine may not be levied.

(c) **Penalties**. The Board of Directors may levy a fine against a Unit not to exceed $100.00 per violation. However, a fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing, provided that no such fine shall in the aggregate exceed $1,000.00.

(d) **Payment of Penalties**. Fines shall be paid not later than five (5) days after notice of the imposition of same.

(e) **Remedy**. For non-payment of fines, the Association shall have all of the remedies allowed by Law.

(f) **Non-Exclusive Remedy**. The fines provided for herein shall not be construed to be an exclusive remedy of the Association, and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled; however, any penalty paid by the offending Owner shall be deducted from or offset against any damage which the Association may otherwise be entitled to recover by law.

ARTICLE X
CORPORATE SEAL

Section 1. Form. The Association shall have a seal in circular form, having within its circumference the words, "Pheasant Hollow Condominium Association, Inc., a Florida corporation, not-for-profit."

ARTICLE XI
AMENDMENTS

Section 1. Vote. These By-Laws may be amended at a regular or special meeting of the Members, by a vote of a majority of a quorum of Members present in person or by proxy.

Section 2. Resolution of Conflict. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control, and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

ARTICLE XII
TRANSFER OF ASSOCIATION CONTROL; DEVELOPER'S RIGHT

Section 1. Members' Rights to Elect Board of Directors. When Owners other than the Developer own fifteen percent (15%) or more of the Units, the Owners other than the Developer shall be entitled to elect one-third (1/3) of the members of the Board of Directors. Unit Owners other than the Developer are entitled to elect not less than a majority of the members of the Board:

(a) Three (3) years after fifty percent (50%) or more of the Units have been conveyed to purchasers;

(b) Three (3) months after ninety percent (90%) or more of the Units have been conveyed to purchasers;

(c) When all of the Units have been completed, some of the Units conveyed to purchasers, and none of the others are being offered for sale by the Developer in the ordinary course of business;

(d) When some of the Units have been conveyed to purchasers, and none of the others are being constructed or offered for sale by the Developer in the ordinary course of business; or

(e) Seven years after recordation of the Declaration of Condominium.

whichever occurs first. The Developer shall be entitled to elect at least one (1) member of the Board, as long as it holds for sale in the ordinary course of business at least five percent (5%) of the Units.

Section 2. **Developer's Rights**. As long as the Developer holds Units for sale in the ordinary course of business, none of the following actions may be taken without approval in writing by the Developer:

(a) Any amendment to the Condominium Documents which would adversely affect the Developer's rights.

(b) Any action by the Association that would be detrimental to the sale of Units by the Developer. However, an increase in Assessments for common expenses shall not be deemed to be detrimental to the sale of Units.

Section 3. **Transfer of Association Control**. Prior to, or not more than seventy-five (75) days after, the time that Owners other than the Developer are entitled to elect a majority of the Directors of the Association, the Developer shall relinquish control of the Association, and the Owners shall accept control. Simultaneously, the Developer shall deliver to the Association all property of the Owners and of the Association held or controlled by the Developer and all items and documents that the Developer is required to deliver or turn over to the Association under Florida law. The Developer shall not be required to turn over financial records until sixty (60) days after the date of turnover of control of the Association. The Developer may turn over control of the Association to Owners other than the Developer prior to the above-mentioned dates, in its sole discretion, by causing all of its appointed Directors to resign, whereupon it shall be the affirmative obligation of Owners other than the Developer to elect Directors and assume control of the Association. Provided at least sixty (60) days' notice of Developer's decision to cause its appointees to resign is given to Owners, neither the Developer, nor such appointees, shall be liable in any manner in connection with such resignations, even if Owners other than the Developer refuse or fail to assume control.

ARTICLE XIII
MISCELLANEOUS

Section 1. **Fiscal Year**. The fiscal year of the Association shall begin on the first (1st) day of January and end on the thirty first (31st) day of December of every year, or as determined from time to time by the Board.

Section 2. **Arbitration**. Internal disputes arising from the operation of the Condominium among Owners, the Association, their agents and assigns, shall be resolved by mandatory non-binding arbitration under the provisions of Chapter 718 of the *Florida Statutes*.

Section 3. **Certificate of Compliance**. The Board of Directors may accept a certificate of compliance from a licensed electrical contractor or electrician as evidence of compliance of condominium units to the Condominium Fire and Life Safety Code.

IN WITNESS WHEREOF, we, being all of the Directors of Pheasant Hollow Condominium Association, Inc., a Florida corporation, not-for-profit, have hereunto set our hands this 21st day of October, 2004.

KERRY TROWBRIDGE

VINCE GULLO

DAVID KNIZNER

CERTIFICATION

I, THE UNDERSIGNED, DO HEREBY CERTIFY:

THAT I am the duly elected and acting Secretary of Pheasant Hollow Condominium at Hunters Ridge Condominium Association, Inc., a Florida corporation, not-for-profit; and

THAT the foregoing By-Laws constitute the original By-Laws of said Association, as duly adopted at a meeting of the Board of Directors thereof, held on the 21st day of October, 2004.

DAVID KNIZNER

State of Florida

Department of State

I certify from the records of this office that PHEASANT HOLLOW CONDOMINIUM ASSOCIATION, INC. is a corporation organized under the laws of the State of Florida, filed on July 23, 2004.

The document number of this corporation is N04000007252.

I further certify that said corporation has paid all fees due this office through December 31, 2004, and its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

Given under my hand and the Great Seal of Florida, at Tallahassee, the Capital, this the Twenty First day of October, 2004

Glenda E. Hood

Secretary of State

Authentication ID: **100042087311-102104-N04000007252**

To authenticate this certificate, visit the following site, enter this ID, and then follow the instructions displayed.
www.sunbiz.org/auth.html

HOMEOWNERS ASSOCIATION DOCUMENTS

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MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

FOR

HUNTERS RIDGE

THIS DECLARATION, is made this 18th day of July, 1988, by Beau Kastle Developers, Inc., a Florida Corporation, hereinafter referred to as "Declarant", or "Developer".

W I T N E S S E T H:

WHEREAS, Declarant is the Owner of certain real property located in Lee County, Florida, herein referred to as "the Properties" and desires to create a residential community which shall contain single family residences on platted lots, common areas and recreation areas, known as HUNTERS RIDGE, and

WHEREAS, Declarant wishes to provide for the preservation and maintenance of the appearance, values and amenities of HUNTERS RIDGE and, for the preservation and protection of wetlands, uplands and lakes in the Properties. To this end, Declarant desires to subject the real property described in Exhibit "A" to the terms, conditions, rights and obligations of this Master Declaration of Covenants, Conditions and Restrictions for HUNTERS RIDGE, herein called the "Declaration" and desires to create a not-for profit membership corporation, herein called the "Association" to be given the power and duty of maintaining and administering the Common Areas, Limited Common Areas and facilities and enforcing this Master Declaration of Covenants, Conditions and Restrictions for HUNTERS RIDGE.

NOW, THEREFORE, Declarant hereby declares that all of the properties in Exhibit "A" shall be held, sold and conveyed subject to the following easements, restrictions, covenants and conditions, which are for the purpose of protecting the value and desirability of, and which shall run with, the real property and be binding on all parties having any right, title or interest in the properties or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of such Owner thereof.

ARTICLE I
DEFINITIONS

1.01 "Association" shall mean and refer to HUNTERS RIDGE COMMUNITY ASSOCIATION, INC., its successors and assigns.

ORD VERIFIED - CHARLIE GREEN, CLERK
BY: M. J. ROBINSON, D.C.

1.02 "Board of Directors" or "Board" shall mean and refer to the representative body which is responsible for the Administration of the Association.

1.03 "Common Areas" shall mean all real property to be owned by the Association for the common use and enjoyment of the Owners, their agents, assigns, employees and invitees, including certain wetlands and uplands preservation areas. The Common Areas include all land which is subject to this Declaration less and excepting the Sites which have been reserved by Declarant for sale to Owners. The Common Areas do not include a golf course, clubhouse, or any ancilliary golf/recreational areas. Common Areas that benefit the residents of a particular neighborhood and are intended to be limited to the use of a particular neighborhood shall be called Neighborhood Common Areas. All of the said Common Areas shall be deeded by Declarant to the Association as hereafter provided.

1.04 "Declarant" or "Developer" shall mean and refer to Beau Kastle Developers, Inc., a Florida Corporation. It shall not include any person or entity who purchases a Site from Beau Kastle Developers, Inc., unless such purchaser is specifically assigned some or all rights of Beau Kastle Developers, Inc.

1.05 "Institutional Mortgagee" shall mean and refer to the holder of a first mortgage against a Site which holder is a bank, savings and loan association, real estate or mortgage investment trust, pension or profit sharing trust, the Federal Housing Administration, the Veterans Administration, any agency of the United States of America, or by any other public or private corporation engaged in the business of guaranteeing or insuring residential first mortgage loans, and their successors and assigns, or any entity recognized in the community as an institutional lender. The mortgage may be placed through and closed in the name of a mortgage broker.

1.06 "Lot" or "Site" shall mean and refer to any parcel of land including a platted lot, villa/townhome site, or condominium apartment containing one residential dwelling unit. In the Properties detached, attached or condominium apartments may be constructed.

1.07 "Member" shall mean and refer to all those Owners who are members of the Association.

1.08 "Neighborhood" shall mean and refer to each separately developed and designated residential area comprised of one (1) or more housing types subject to this Declaration, whether or not governed by an additional owners association, in which owners may have common interests other than those common to all Association members, such as a common theme, entry features, development name, and/or Common Areas for use by all Association members. For example, and by way of illustration and not limitation, each condominium, townhome

development, cluster home development, and single-family detached housing development shall constitute a separate Neighborhood. In addition, each parcel of land intended for development as any of the above shall constitute a Neighborhood, subject to division into more than one (1) Neighborhood upon development. Where the context permits or requires, the term Neighborhood shall also refer to any unincorporated Neighborhood Committee or not-for-profit corporation in the form of a Neighborhood Association having jurisdiction over property within a Neighborhood.

1.09 "Neighborhood Assessments" shall mean assessments for common expenses provided for herein or by any subsequent amendment which shall be used for the purposes of promoting the recreation, common benefit, and enjoyment of the Owners and occupants of a particular Neighboorhood and of maintaining the properties or Neighborhood Common Areas within a particular Neighborhood, all as may be specifically authorized from time to time by the Board of Directors and as more particularly authorized herein.

Any Neighborhood Assessment shall be levied equally against all Sites in the Neighborhood benefiting from the services supported thereby, provided that in the event of assessments for exterior maintenance of structures, or insurance on structures, or replacement reserves which pertain to particular structures or improvements (pursuant to a subsequent amendment or supplement to this Declaration), or other expenses incurred for the benefit of particular Sites, such assessments may be levied on a pro rata basis among the benefited Sites.

1.10 "Neighborhood Committee" shall mean the Owners residing within the duly elected representatives of a Neighborhood who shall represent the Neighborhood at Neighborhood meetings and provide input to the Voting Representative regarding operations and maintenance of the Neighborhood, as more fully provided for herein and the By-Laws of the Association.

1.11 "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of the fee simple title to any Site situated upon the Properties but shall not mean or refer to any mortgagee unless
and until any such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

1.12 "Properties" or "Property" shall mean and refer to that certain real property described in "Exhibit A", and such additions thereto as may hereafter be brought within the jurisdiction of the Association and submitted to this Declaration.

1.13 "Single Family" shall mean a family unit comprised of the owner, spouse, children, parents, brothers, sisters, grandchildren and

other persons permanently cohabiting with the Owner as or together with the Owner as a primary occupant.

1.14. "Voting Representative" shall mean and refer to the representative selected by the Members of each Neighborhood to be the president of a Neighborhood Association or the chairperson of a Neighborhood Committee. The Voting Representative shall be responsible for casting all votes attributable to Sites within the Neighborhood for election of directors, amending this Declaration or the By-Laws, and all other matters to come before the Association as provided for in this Declaration and in the By-Laws.

ARTICLE II
PROPERTY RIGHTS

2.01 Every Owner shall have a right and easement of enjoyment in and to the Common Areas together with a nonexclusive easement of ingress and egress over the private roadways which right and easement of enjoyment shall be appurtenant to and shall pass with title to every Site subject to the following provisions:

A. The right of the Association to charge all Owners reasonable fees for the upkeep, maintenance and repair of the Common Areas, equipment or structures situated upon the Common Areas.

B. The right of the Declarant or the Association to dedicate, or transfer or grant an easement or property rights to all or any part of the Common Areas to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members.

C. The right of the Board to promulgate, modify, amend and enforce reasonable rules and regulations relating to the use and enjoyment of the Common Areas, and use of the Sites.

D. Ownership of each Site shall entitle the Owner or Owners thereof to an easement over any portion of their driveway located beyond their Site line.

E. Utility easements are hereby reserved throughout the properties as may be required to adequately serve the properties.

F. Easements for ingress and egress and rights-of-way are reserved for pedestrian traffic over, through, on and across all Common Areas and upon all sidewalks, paths, walkways, lanes and avenues, as the same from time to time exist upon the Common Areas; and for vehicular traffic over, through and across such

portions of the Common Areas as from time to time may be installed for such purposes.

2.02 Any Owner may delegate, in accordance with and subject to the By-Laws and this Declaration, his right of enjoyment to the Common Areas and facilities to the members of his family, his tenants, invitees or contract purchasers who reside on a Site.

2.03 The Declarant shall not be required to convey the legal and equitable title and ownership to the Common Areas or any part thereof until the time the Declarant shall relinquish control of the Association to Site Owners other than the Declarant. Declarant may convey title, and the Association shall accept title at any time prior to the Declarants conveyance of the last Site owned by the Declarant, at Declarant's sole option.

2.04 There shall be no judicial partition of the Common Areas, nor shall Declarant, or any Owner or any other person acquiring any interest in the Properties, or any part thereof seek judicial partition thereof. However, nothing contained herein shall be construed to prevent judicial partition of any Site owned in Co-tenancy.

2.05 Within the easements for installation and maintenance of utilities and any drainage facilities, no structure, planting or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may damage, interfere with, or change the direction of flow of drainage facilities in the easements.

2.06 Except as provided in Article IV Section 9.07 as relating to the Declarant, no Owner of any Site may take any action or use any Site which would violate that certain Resolution Number ZAB-85-273 of the Board of County Commissioners of Lee County, Florida, dated December 16, 1985, creating the zoning for the Properties.

ARTICLE III
MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION; TURNOVER

3.01 Every person or entity who is a record fee simple Owner of a Site, including Declarant at all times so long as it owns all or any part of the property subject to this Declaration, shall be a member of the Association provided that any such person or entity who holds such interest only as security for the performance of an obligation shall not be a member. If any such Owner is not a natural person, the subject entity shall designate a natural person who shall be the "primary occupant" and such natural person shall exercise the Site's membership rights. Membership shall be appurtenant to, and may not be separated from ownership of any Site which is subject to assessment.

When any Site is owned of record by two or more persons or other legal entity, all such persons or entities shall be members. The Declarant shall also be a member so long as it owns any portion of the Properties.

3.02 The members of the Association shall be entitled to one (1) vote for each Site owned by them which vote shall be exercised by the duly elected Voting Representative of the Neighborhood Association as set forth below and in the By-Laws. The total votes shall not exceed the total number of Sites. The vote of a Site shall not be divisible. If a Site is owned by one natural person, his right to vote shall be established by the record title to the Site. If a Site is owned jointly by two or more natural persons and they cannot agree among themselves how their one vote shall be cast, that vote shall not be counted for any purpose. If the Owner of a Site is not a natural person, the vote of that Site shall be cast by the Site's primary occupant designated as set forth above.

3.03 Every Site shall be located within a Neighborhood as defined in Section 1.08 herein. Upon the formation of a Neighborhood a Supplemental Declaration to this Declaration will be recorded in the Public Records of Lee County, Florida describing said Neighborhood and establishing particular neighborhood restrictions, common areas, and assessments. So long as the Declarant owns any portion of the Properties, the Declarant shall be entitled to prepare and file any such Supplemental Declaration in its sole discretion as Declarant feels necessary and so long as Declarant owns any portion of the Properties, any such Supplemental Declaration filed by the Association shall require consent of the Declarant. Each Neighborhood shall elect a Neighborhood Committee or Association to be comprised of no less than three nor more than five members to represent the interests of Owners of Sites in such Neighborhood. Each Neighborhood Committee or Association may, upon the affirmative vote, written consent, or a combination thereof of a majority of Owners within the Neighborhood, request that the Association provide a higher level of service or special services for the benefit of Sites in the Neighborhood, the cost of which shall be assessed against the benefited Sites. The Voting Representative of the Neighborhood Committee or Association shall serve as the Voting Representative for such Neighborhood at Association meetings and shall cast all votes attributable to Sites in the Neighborhood on all Association matters requiring membership vote, unless otherwise specified in this Declaration or the By-Laws.

3.04 Whenever the Community Association delegates any duty to a Neighborhood Association, the Neighborhood Association shall be deemed to have automatically accepted same and to have agreed to indemnify, defend and hold harmless the Community Association from all liabilities, losses, damages and expenses (including attorney's fees actually incurred and court costs, through all appellate levels,

arising from or connected with the Neighborhood Associations performance, non-performance or negligent performance thereof).

3.05 Prior to, or not more than sixty (60) days after Lot Owners other than the Developer own seventy-five (75%) percent of the Lots planned in the Properties, the Developer shall relinquish control of the Association, and the Lot Owners shall accept control. Simultaneously, the Developer shall deliver to the Association all property of the Lot Owners and of the Association held or controlled by the Developer. The Developer may turn over control of the Association to Lot Owners other than the Developer prior to the above time period, in its sole discretion, by causing all of its appointed Directors to resign, whereupon it shall be the affirmative obligation of the Lot Owners other than the Developer to elect Directors and assume control of the Association. Provided at least thirty (30) days' notice of Developer's decision to cause it's appointees to resign is given to Lot Owners, neither the Developer, nor such appointees shall be liable in any manner in connection with such resignations even if Lot Owners other than the Developer refuse or fail to assume control.

ARTICLE IV
COVENANTS FOR MAINTENANCE ASSESSMENT

4.01 Subject to the provisions of Article IV, Section 4.10 herein, each Owner of any Site (by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance) including any purchaser at a judicial sale, shall hereafter be deemed to covenant and agree to pay to the Association maintenance assessments or charges, and any special assessments to be fixed, established and collected from time to time as hereinafter provided. All such assessments, together with interest thereon from 30 days after the due date at the highest rate as allowed by law, costs and a reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the Site(s) against which each such assessment is made, and shall also be the personal obligation of the Owner. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas or by abandonment, or otherwise.

4.02 The annual and special assessments as determined by the Board shall be levied by the Community Association and shall be collected as provided for herein to be used exclusively for the purpose of promoting the betterment of the Properties including but not limited to the following:

A. Improvements, maintenance, management and repair of the Common Areas, including but not limited to the cost of maintaining golf course, clubhouse and attendant facilities:

1. all streets, parking areas and sidewalks, to the extent that such improvements are a part of the Common Areas, golf course, clubhouse and attendant facilities;

2. all landscaped areas including lawns, shrubs, trees and other plantings located on Common Areas, golf course, clubhouse and attendant facilities;

3. all equipment and facilities owned by or acquired by the Association located on the Common Areas, golf course, clubhouse and attendant facilities;

4. all designated Neighborhood Common Areas (subject to Neighborhood assessments);

5. all wetlands, lakes and upland vegetation areas designated as Common Areas and golf course areas.

6. Nonpotable water, electrical lighting, directional signage and other necessary utility services for the Common Areas, golf course, clubhouse and attendant facilities;

7. Maintenance and repair of all storm drains, drainage courses, drainage easements, sprinkler systems in the Common Areas, utility easements, golf course, clubhouse and attendant facilities;

8. The control of exotic vegetation and annual removal thereof.

9. Maintenance of fences, signs and entry gates and related facilities that are part of or appurtenant to improvements constructed on the Common Areas, golf course, clubhouse and attendant facilities;

B. Hiring management companies and payment of management fees and charges and hiring of personnel and operation and maintenance of any limited access facility located at the entries, if any;

C. Fire insurance covering the full insurable replacement value of the Common Areas with extended coverage, if reasonably available;

D. Liability insurance if reasonably available insuring the Association against any and all liability to the public, to any Owner, or to the invitees, or tenants of any Owner arising out of their occupation and/or use of the Common Areas, golf course, clubhouse and attendant facilities. The policy limits shall be

set by the Association, and shall be reviewed at least annually and increased or decreased in the discretion of the Association;

E. Workmen's compensation insurance to the extent necessary to comply with the Florida Statutes, and any other insurance deemed necessary by the Board;

F. Acquisition of equipment for the Common Areas, golf course, clubhouse and attendant facilities as may be determined by the Community Association, including without limitation, all equipment and personnel necessary or proper for use or maintenance of the Common Areas, golf course, clubhouse and attendant facilities;

G. Any other materials, supplies, equipment, labor, management, supervision, services, personnel, repairs, structural alterations, insurance, taxes or assessments which the Community Association is required to secure or pay pursuant to the terms of this Declaration or by law, or which shall be necessary or proper in the opinion of the Board for the operation of the Common Areas, golf course, clubhouse and attendant facilities, for the benefit of the Owners and for the betterment of the Properties, or for the enforcement of these restrictions;

H. Establishment of reserve accounts as needed for capital expenditures and deferred maintenance for the Common Areas, golf course, clubhouse and attendant facilities;

4.03 All regular and special assessments for items pertaining to the Common Areas shall be at a uniform rate for each Site in the Properties.

4.04 Each Neighborhood Association shall, if applicable, initially collect all assessments and other sums due Hunter's Ridge Community Association, Inc. and any Neighborhood Association assessments from the members residing in that neighborhood. Each Neighborhood Association shall remit the assessment so collected to the Community Association pursuant to such procedures as may be adopted by the Community Association. The sum so collected shall be applied first to the assessments of the Community Association and then to those of the collecting Neighborhood Association. No sums collected by a Neighborhood Association on behalf of the Community Association shall be deemed a common expense of the collecting Neighborhood Association.

Notwithstanding the priority of disbursements of collected lump sums as provided above, all capital improvement assessments, special assessments, personal assessments, interests, late charges, recovered costs of collection and other extraordinary impositions shall be remitted to the entity imposing same separate and apart from the priorities established above.

Each Neighborhood Association shall not be required to record liens or take any other actions with regard to deliquencies in assessments payable to the Community Association unless the Community Association gives written notice of its election to have the Neighborhood Associations do so. In the event that the Community Association does make such an election, then all of the Community Association's rights of enforcements provided in this Declaration shall be deemed to have automatically vested in the applicable Neighborhood Association, but all costs and expenses of exercising such rights shall nevertheless be paid by the Community Association (which shall be entitled to receive payment of any such costs and expenses which are ultimately recovered). The Community Association shall have the right to delegate to a Neighborhood Association, on an exclusive or non-exclusive basis any duties of the Community Association as the Community Association shall deem appropriate. Such delegation shall be made by written notice to the Neighborhood Associations which shall be effective no earlier than thirty (30) days from the date it is given. Any delegation made pursuant hereto may be modified or revoked by the Community Association at any time.

4.05 In addition to the annual assessments, the Community Association may levy in any assessment year a special assessment applicable to that year only, for reconstruction, unexpected repair or replacement of a capital improvement as approved by the Board, including the necessary fixtures and personal property related thereto.

4.06 The assessments for which provision is herein made shall be paid quarterly, in advance, or as fixed by the Board to be the date of commencement. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year.

4.07 The Board shall fix the date of commencement, and the amount of the assessments against each Site for each assessment at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of the Site Owners and assessments applicable thereto which shall be kept in the office of the Community Association and shall be open to inspection by any Member. Not later than fourteen (14) days after fixing the date of commencement and amount of assessments, the Community Association shall notify Site Owners by sending written notice of such commencement date and amount to said Site Owners at the address as shown on the current roster of members, which notice shall be conclusive as to delivery to Site Owners, or the Community Association may send such notice to the Neighborhood Associations as more fully provided herein, directing each Association to forward said Notice to the Site Owners in that Neighborhood. The Community Association shall, on demand, and for a reasonable charge, furnish to any Owner liable for said assessment a certificate in writing signed by an officer of the Community Association, setting forth whether said assessment has been paid. Such certificate shall be

conclusive evidence of payment of any assessment therein stated to have been paid.

The Community Association may, by written Notice given to the effected Neighborhood Association, at least thirty (30) days prior to the end of the Neighborhood Associations fiscal year and allocate to the the Neighborhood Association a share of the expenses incurred by the Community Association which are reasonably allocable to the Neighborhood Association and/or the portion of Hunter's Ridge within its jurisdiction. In such event, the expenses so allocated shall thereafter be deemed common expenses of the Neighborhood Association payable by it (with assessments collected from its members) to the Community Association. In the event of a failure of a Neighborhood Association to budget or assess it members for expenses allocated as aforesaid, the Community Association shall be entitled to pursue all available legal and equitable remedies against the Neighborhood Association or, without waiving its right to the foregoing, specially assess the members of the Neighborhood Association and their Sites for the sums due (such special assessments, as all others, to be secured by the lien provided for in this Declaration).

4.08 If any assessment is not paid within thirty (30) days from its due date as determined by the Board pursuant to this Declaration, the Community Association may, at any time thereafter, record a lien against said Site in the Public Records of Lee County, Florida, and bring an action to foreclose the lien in a like manner as a foreclosure of a mortgage on real property and/or a suit on the personal obligation against the Owner(s), and there shall be added to the amount of such assessment the cost of any such action (including a reasonable attorney's fee), and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorneys' fee to be fixed by the Court, together with costs of the action.

4.09 The lien of the assessment for which provision is herein made as well as in any other Article of this Declaration shall be subordinate to the lien of any first mortgage to an institutional lender unless the Claim of Lien is recorded prior to the mortgage. Such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such Site(s) pursuant to a decree of foreclosure, and in any other proceeding in lieu of foreclosure and shall relieve any Site(s) neither from liability for any assessments thereafter becoming due, nor from the lien of any subsequent assessment.

4.10 The following property subject to this Declaration shall be exempted from the assessments charges and liens created herein:

A. All properties to the extent of any easement or other

interest therein dedicated and accepted by Lee County and devoted to public use.

B. All Common Areas as defined in Article I, Section 1.03.

C. The golf course, clubhouse and attendant facilities.

D. All property that has not been platted or improved for development.

4.11 Notwithstanding any provision of this Declaration or the Association's Articles or By-Laws to the contrary, the Declarant shall not be obligated for, nor subject to, any annual or special assessment for any Site which it may own, provided the Declarant shall be responsible for paying the difference between the Association's expenses of operation otherwise to be funded by annual assessments and the amount received from Owners, other than the Declarant, in payment of the annual assessments levied against their respective Sites. Such difference, herein called the "deficiency", shall not include any reserve for replacements, operating reserves, depreciation reserves, capital expenditures or special assessments. However, Declarant shall not be responsible for any reserve for replacements, operating reserves, depreciation reserves, capital expenditures or special assessments.

The Declarant may at any time give sixty days written notice to the Association terminating its responsibility for the deficiency, and waiving its right to exclusion from annual assessments. Upon giving such notice, each Site owned by the Declarant and subject to assessments shall thereafter be assessed at twenty-five percent (25%) of the annual assessment established for Sites owned by members other than the Declarant. Declarant shall be assessed only for Sites that are subject to this Declaration. Upon transfer of title of a Site owned by the Declarant, the Site shall be assessed in the amount established for Sites owned by Owners other than the Declarant, prorated as of and commencing with the date of transfer of title.

4.12 Site Owners shall be responsible for the interior and exterior maintenance of their residence and lawn and landscaping maintenance unless the exterior maintenance is being performed by the Community Association or a Neighborhood Association. In the event a Site Owner shall fail to maintain the residence or lawn and landscaping on that Owner's Site, in accordance with the standards established by the Board of Directors of the Association, the Association shall provide upon any Site requiring same when necessary in the opinion of the Board of Directors to preserve the beauty, quality and value of the properties, said maintenance, including painting and repair of roof, gutter, downspouts, exterior building surfaces (including walls, doors and fences), roof replacement, restoration or repair of destroyed or damaged improvements on any Site, restoration or repair of any party

walls as hereinafter defined when such replacement, restoration or repair is the duty of the Site Owner as hereinafter provided, lawn fertilization, replacement and mowing, shrubbery trimming and replacement. Except in the case of an emergency, the Association shall give to the Site Owner thirty (30) days written notice of the need of such replacement, restoration, repair or maintenance and if the Site Owner fails to replace, restore, repair or perform the required the maintenance after such notice, the Association may perform said replacement, restoration, repair or maintenance. In the case of an emergency, the Association may immediately perform said replacement, restoration, repair or maintenance.

The cost of said maintenance shall be assessed against the Site upon which such maintenance is performed, or, at the option of the Board of Directors, against the Site or Sites benefiting from the maintenance. The said assessment shall be a lien on the Site so assessed and the personal obligation of the Site Owner and shall become due and payable in all respects, together with interest, reasonable attorney's fees and costs of collection in the same manner and under the same conditions as provided for the other assessments of the Association.

ARTICLE V
PARTY WALLS

5.01 Each wall which is built as part of the original construction of any residence upon any Site and placed on the dividing boundary line between residences shall constitute a party wall, and to the extent not inconsistent with this Section, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto.

The cost or reasonable repair and maintenance of a party wall shall be shared by the Owners who make use of the wall in proportion to such use.

If a party wall is destroyed or damaged by fire or other casualty, any Owner who has used the wall may restore it, and if the other Owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for a larger contribution from the other under any rule of law regarding liability for negligent or willful acts or omissions. This paragraph shall be deemed to be in addition to, and not in lieu or to the exclusion of the rights afforded the Association above.

Notwithstanding any other provision of this Article, an Owner who by his negligent or willful act causes the party wall to be exposed

to the elements, shall bear the whole cost of furnishing the necessary protection against such elements.

The right of any Owner to contribution from any other Owner under this Section shall be appurtenant to the land and shall pass to such Owner's successors in title.

ARTICLE VI
ARCHITECTURAL CONTROL, LANDSCAPING AND RECONSTRUCTION REQUIREMENTS

6.01 In the event that any of the improvements located on any Site are destroyed or damaged as a result of any cause, including, but not limited to fire, windstorm, flood or tornado, the Owner of such improvements shall cause repair or replacement of such improvements to be commenced within thirty (30) days from the date that such damage or destruction occurred, and to complete the repair or replacement within six (6) months thereafter.

All such repairs or replacement must be in conformance with this Declaration and criteria of the Architectural Review Board and shall be structurally compatible with any adjoining improvements which share a party wall as the phrase is defined herein.

In the event that the Owner of any Site fails to commence or complete construction to repair or replace any damaged or destroyed improvements within the time periods provided for herein, then in that event, the Association shall be deemed to have been granted the right by the Owner to commence and or complete the repairs sufficient to substantially restore the improvements to their original condition, according to the plans and specification of the original improvements.

Any and all costs incurred by the Association in effectuating the repair or replacement of damaged or destroyed improvements shall become due and payable in all respects, together with interest, reasonable attorneys' fees and costs of collection, as provided for in connection with and under the same terms and conditions as other assessments of the Association.

6.02 No improvement, addition or deletion of structure of any kind, including without limitation, any building, fence, wall, screen enclosure, awning, drain, disposal system, or other improvement shall be commenced, erected, placed or maintained upon any Site, nor shall any addition, change, alteration, repair or replacement therein or thereof be made, unless and until the plans, specifications and location of the same shall have been submitted to, and approved in writing by the Association. All plans and specifications shall be evaluated as to harmony of external design and location in relation to surrounding structures and topography.

6.03 All exotic vegetation on any Site shall be removed at least annually. No Site Owner shall plant any of the following nuisance vegetation: Melaleuca, Austrailian Pine, Brazilian Pepper, Cuban Laurel, Downy Rose Myrtle. No native trees or shrubs shall be cleared from the Properties unless diseased or dying or necessary for the construction of residences on the Sites, roads, drainage or utilities. Any fill placed on any Site shall not exceed minimum county requirements for site drainage. All landscaping on the Sites shall include no less then fifty percent (50%) of naturally occurring plant species on each Site. All landscaping on the Common Areas shall include no less than ninety percent (90%) of naturally occurring plant species.

6.04 The architectural review and control functions of the Association shall be administered and performed by the Architectural Review Board (the ARB), which shall consist of at least three (3) members, who need not be members of the Association. The Declarant shall have the right to appoint all of the members of the ARB as long as it owns at least one Site in the Properties. Members of the ARB as to whom Declarant may relinquish the right to appoint and all members of the ARB after Declarant no longer owns at least one Site in the Properties shall be appointed by and shall serve at the pleasure of the Board of Directors of the Association. At any time that the Board of Directors has the right to appoint one or more members of the ARB, the Board shall in good faith attempt to appoint at least one (1) architect or building contractor thereto. A majority of the ARB shall constitute a quorum to transact business at any meeting of the ARB, and the action of a majority present at a meeting at which a quorum is present shall constitute the action of the ARB.

Any vacancy occurring on the ARB because of death, resignation, or other termination of service of any member thereof, shall be filled by the Board of Directors; except that Declarant, to the exclusion of the Board, shall fill any vacancy created by the death, resignation, removal or other termination of services of any member of the ARB appointed by Declarant, so long as the Declarant retains title to at least one Site in the Properties.

6.05 The ARB shall have the following powers and duties:

(a) To recommend, from time to time, to the Board of Directors of the Association the creation of or modification and/or amendment of any architectural planning criteria promulgated by the Board. Any architectural planning criteria or modifications or amendment thereto shall be consistent with the provisions of this Declaration, and shall not be effective until adopted by a majority of the members of the Board of Directors of the Association at a meeting duly called and noticed and at which a quorum is present. Notice of the adoption, modification or amendment to the architectural planning

criteria, including a verbatim copy of such adoption, change or modification, shall be delivered to each member of the Association; provided that, the delivery to each member of the Association of notice and a copy of any adoption of or modification or amendment to the architectural planning criteria shall not constitute a condition precedent to the effectiveness or validity of such change or modification;

(b) To require submission to the ARB of two (2) complete sets of all plans and specifications for any improvement or structure of any kind, including without limitation, any building, fence, wall, swimming pool, tennis court, enclosure, sewer, drain, disposal system, decorative building, landscape device, object or other improvement, the construction or placement of which is proposed upon any Site in the Properties. The ARB may also require submission of samples of building materials proposed for use on any Site, and may require such additional information as may reasonably be necessary for the Board to completely evaluate the proposed structure or improvement in accordance with this Declaration and the architectural planning criteria;

(c) To approve or disapprove any improvement or structure of any kind, including without limitation, any building, fence, wall, screen enclosure, drain or disposal system or other improvement or change or modification thereto, the construction, erection, performance or placement of which is proposed upon any Site in the Properties, and which is visible from the outside of any Site. All decisions of the ARB shall be submitted in writing to the Board of Directors of the Association and evidence thereof may be made by a certificate, executed by the Chairman of the ARB. Any party aggrieved by a decision of the ARB shall have the right to make a written request to the Board of Directors of the Association within thirty (30) days of such decision for a review thereof. The determination of the Board upon reviewing any such decision shall in all events be dispositive;

(d) To adopt a vegetation list of approved shrubbery, lawn materials, trees or plants which may be planted on any Site;

(e) To adopt a schedule of reasonable fees for processing requests for the ARB approval of proposed improvements. Such fees, if any, shall be payable to the Association at the time that plans and specifications are submitted to the ARB;

(f) The ARB may authorize variances from compliance with any of the architectural control provisions of this Declaration when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental considerations require, but only in accordance with its duly adopted rules and regulations. Such variances may only be granted, however, when unique circumstances dictate and no variance shall (i) be effective unless in writing, (ii) be contrary to

the restrictions set forth in this Declaration, or (iii) estop the Committee from denying a variance in other circumstances; and

(g) Neither the Association, the Board of Directors, the ARB nor any member thereof, nor any duly authorized representative of any of the foregoing, shall be liable to any Neighborhood Association or to any Owner or any other person or entity for any loss, damage or injury arising out of or in any way connected with the performance or non-performance of the ARB's duties hereunder. The ARB shall review and approve or disapprove all plans submitted to it for any proposed improvement, alteration or addition solely on the basis of aesthetic considerations and the benefit or detriment which would result to the immediate vicinity and to Properties generally. The ARB shall take into consideration the aesthetic aspects of the architectural designs, placement of buildings, landscaping, color schemes, exterior finishes and materials and similar features, but shall not be responsible for reviewing, nor shall its approval of any plan or design be deemed approval of, or warranty as to, any plan or design from the standpoint of structural safety or conformance with building or other codes.

ARTICLE VII
USE RESTRICTIONS

7.01 The property subject to these covenants and restrictions may be used for single-family residential living and for no other purpose. No trade, business, profession or other type of commercial activity may be conducted on any part thereof.

7.02 No tents, trailers, shacks or similar structures, tanks or temporary or accessory buildings or structures shall be erected or permitted to remain on any Site, the Common Areas without the written consent of the Declarant or of the Association after Declarant has conveyed the last Site which Declarant owns in the Properties.

7.03 No aerial antenna, or satellite dish shall be placed or erected upon any Site, or affixed in any manner to the exterior of any building in the Properties.

7.04 No boats, trucks, recreational vehicles or other motor vehicles, except four-wheel passenger automobiles or vans, as determined by the Board, shall be placed, parked or stored upon any Site or in the Common Areas, nor shall any maintenance or repair be performed upon any boat or motor vehicle not owned or controlled by the Association or the Declarant in the properties, except within a building where totally isolated from public view.

7.05 No portion of any Site or the Common Areas shall be used as a drying or hanging area for laundry of any kind, unless the laundry cannot be seen by public view.

7.06 No animals, livestock or poultry of any kind shall be raised, bred or kept on any Site, the Common Areas. However, a reasonable number of dogs, cats and other common household pets may be kept on Sites subject to such rules and regulations as may be adopted by the Association. No animals shall be allowed to run loose at any time or become a nuisance.

7.07 Nothing shall be done or maintained on any Site, the Common Areas which may be or become unsightly or a nuisance to the neighborhood. In the event of a dispute or question as to what may be or become unsightly or a nuisance, such dispute or question shall be submitted in writing to the Board whose decision shall be dispositive of such dispute or question.

7.08 No sign larger than 6 inches by 12 inches of any kind shall be displayed to public view on any Site or Common Area, except a sign identifying the properties, Sites, street or traffic control signs, or except as placed by the Declarant.

7.09 The sale, rental or other disposition of Sites in the properties is essential to the establishment and welfare of the properties as an on-going residential community. In order that the development of the properties be completed and the properties established as a fully occupied residential community as soon as possible, nothing in this Declaration shall be understood or construed to prevent the Declarant, Declarant's transferees or employees, agents and assigns, contractor or subcontractors of Declarant, or of Declarant's transferees, from doing whatever they may determine to be reasonable, necessary or advisable for the completion of the work and the sale and establishment of the properties as a residential community. As used in this Section, the words "its transferees" specifically exclude purchasers of Sites.

7.10 No automobile garage shall be permanently enclosed or converted to other use without the written permission of the Board of Directors.

7.11 No rubbish, trash, garbage or other waste materials shall be kept or permitted at the driveway area of any Site. Sanitary containers may not be placed outside the driveway area of any Site except for a reasonable period for refuse pickup to be accomplished.

7.12 No lawn or garden cuttings or residue shall be disposed in any of the wetlands, lakes or upland preservation areas.

7.13 No upland or wetland preservation areas may be altered or modified without appropriate governmental permits and approvals, nor may any toxins, oils or lubricants be used in these areas.

7.14 Chemicals shall not be used as a littoral zone vegetation control.

7.15 Any revegetation in the Properties shall utilize naturally occurring plant species.

7.16 No fences of any kind shall be permitted to be placed on property lines adjacent to the golf course.

ARTICLE VIII
EASEMENTS FOR MAINTENANCE, CONSTRUCTION AND REPAIR

8.01 The Declarant hereby reserves unto itself, its agents, employees, invitees and assigns, and for the benefit of the Association, and the Association's agents, employees, invitees and assigns, a non-exclusive easement for ingress and egress over any Site located in the Properties in order to gain access to the Common Areas for the Association to discharge its duties to construct, maintain and repair the Common Areas and for the purpose of maintaining the Properties by the Association in a manner consistent with the Association's maintenance obligations of the Common Areas or rights provided herein.

8.02 Each Site and the Common Areas shall be and hereby are made subject to easements for construction, development, repair and maintenance of utilities, systems and facilities (including, but not limited to, fire and police protection, garbage and trash removal, water and sewage system, electric and gas service, drainage and telephone, and roadways and driveways) and the utilities and applicable governmental agencies having jurisdiction thereover and their employees and agents shall have the right of access to any Site or the Common Areas in furtherance of such easements.

8.03 Notwithstanding the provisions of Article II, 2.01 B, the Declarant reserves the right, for itself and its designee (so long as Declarant or said designee owns a Site in the Properties) joinder or consent of any person or entity whatsoever, to create and/or grant such additional easements of construction, maintenance, repair and use of, as an illustration, but not limited to, irrigation, wells and pumps, cable television, television antennas, electric, gas, water drainage or other utility easement, or to relocate any easement in any portion of the property as the Declarant, shall deem necessary or desirable for the proper development, operation and maintenance of the Properties, or any portion thereof, provided that such additional utilities or the relocation of existing utilities will not prevent or unreasonably interfere with the use of any Site for permitted purposes.

ARTICLE IX
GOLF COURSE AND CLUBHOUSE

9.01 Declarant will construct in Hunter's Ridge an eighteen (18) hole golf course and clubhouse with dining, recreational and related facilities. The golf course will be constructed on two parcels of land. The first parcel ("Parcel One") consists of approximately 126 acres of land, is owned by the Declarant, and is described in Exhibit "B" attached hereto. The second parcel ("Parcel Two") consists of approximately 144 acres of land and is leased by Declarant under a twenty (20) year long term lease originally entered into between F.H. Peterson as Lessor and Beaudry Management Co. and Ronald Beaudry, as Co-Lessees, as of September 1, 1986. The Lease, as extended, terminates August 31, 2007. Said Lease grants to Declarant a right of first refusal to purchase the leased land if same becomes available for purchase. This Lease was recorded in O.R. Book 1932, Page 4447, of the Public Records of Lee County, Florida, amended by Addendum recorded in O.R. Book 1932, Page 4452, of the Public Records of Lee County, Florida, and assigned to the Declarant by assignment recorded in O.R. Book 1947, Page 0001, of the Public Records of Lee County, Florida. The Lease, Addendum, and Assignment are hereinafter referred to as the "Lease Documents".

9.02 The Association shall operate and maintain the golf course, clubhouse and attendant facilities on Parcel One and Parcel Two. The clubhouse and five (5) of the holes of the golf course will be constructed on Parcel One owned by the Declarant and the remaining thirteen (13) holes will be constructed on Parcel Two leased by the Declarant.

9.03 Declarant shall not be required to convey the legal and equitable title and ownership of the golf course areas constructed on Parcel One, or Parcel Two if subsequently acquired, or any part thereof until such time as the Declarant shall no longer own any portion of the properties. Declarant may convey, and the Association shall accept, title to the golf course areas constructed on Parcel One, and Parcel Two if acquired by Declarant, free of cost to the Association, at any time prior to the Declarant's conveyance of the last Site owned by the Declarant, at Declarant's sole option.

Parcel Two is not presently available for purchase by Declarant. When Parcel Two is offered for sale, it is the intention of Declarant to purchase such parcel at a price and upon terms and conditions to be determined at such time such property is offered for sale in accordance with the terms of the Lease Documents. The Addendum to Lease provides for a method of appraisal to determine the purchase price for such property and to establish the terms and conditions of purchase, and extends these rights to the Declarant and its assigns. Declarant is not legally obligated to exercise its right of first refusal or its right to purchase Parcel Two when it becomes available

for sale at the price then determined by appraisal, but Declarant is desirous of acquiring such property and will use a good faith effort and its best business judgment in evaluating the practical and economic considerations of such purchase, and will take into consideration the interests of the Association, as well as of the Declarant. In the event Declarant elects not to make such purchase, then Declarant shall assign all of its rights under the Lease Documents to the Association, and the Association may elect to exercise such rights as Declarant may then have under the Leased Documents.

In the event Declarant does not purchase Parcel Two, and further, if the Association does not elect to exercise a right of first refusal or to purchase Parcel Two under the terms contained in the Lease Documents assigned to it by the Declarant, then Declarant agrees that upon the termination of said Lease or the expiration of the right of first refusal or purchase by the Declarant or upon written notice to the Declarant of the Association's election not to exercise the right of first refusal or purchase assigned to it by Declarant, all as contained in the Lease Documents, whichever first occurs, Declarant shall, upon written request of the Association, and at Declarant's sole cost and expense, redesign and reconstruct the golf course on Parcel One presently owned by it (even if same has been previously conveyed to the Association) as a nine (9) hole executive golf course. If Parcel One has been previously conveyed to the Association then, upon making such written request, the Association shall grant to Declarant a license to come upon its lands to redesign and reconstruct such executive course.

9.04 Membership in the Hunter's Ridge Community Association, Inc. shall entitle the member to membership in the golf club facility. There shall be a total of 800 club memberships which shall be assigned as appurtenant to a Site. Each Site is entitled to one membership as the term is defined herein. The said memberships shall not be assignable or transferable other than through the sale or conveyance of the Site to which they are appurtenant.

Membership for the purposes of this Article shall mean one person and spouse and children under the age of twenty-one (21) years who reside on the Site and/or individual who will be considered the member for that particular Site.

Membership shall not include two or more families or individuals occupying a Site by way of joint ownership of one Site. Such Site owned by more than one family or individual shall be required to select one family or individual for membership. Likewise, a Site owned by a corporation or other entity shall designate in writing to the Association one family or individual that may use the membership.

9.05 There shall be two types of memberships in the golf club; social membership or golf membership. Site owners purchasing from the

Declarant shall be entitled to choose the type membership they wish to hold and shall so notify Declarant in writing at the time of purchase of the Site.

Social membership shall include the use of the clubhouse and attendant facilites but shall not include golf course privileges. Golf membership shall include the use of the clubhouse, attendant facilites and the golf course. Owners with golf memberships shall be assessed annually, in addition to the regular Association assessments, an additional fee for the right to use the golf course. This annual fee shall be collected in the manner provided in Article IV of this Declaration.

Site owners holding a social membership may convert said membership to a golf membership by giving 30 days written notice to the Board of Directors of the Association.

9.06 Without limiting the powers of the Declarant and the Association, the Declarant and the Association shall have the following powers:

A. To promulgate reasonable rules and regulations governing use of the golf course, clubhouse and attendant facilites.

B. To charge and collect a reasonable greens fee for playing golf.

C. To allow public use of the golf course and clubhouse and to allow temporary golf memberships or social memberships to non-Site owners until such time as the entire membership is filled by Site owners, at which time non-Site owners' memberships will be terminated on the basis of last in, first out.

9.07 Notwithstanding any other provisions of this Declaration to the contrary, Declarant reserves the absolute right to deny the use rights in the golf course, golf clubhouse and attendant facilities to future Sites that may be added within the jurisdiction and control of the Association, pursuant to the provisions of this Declaration. The Declarant also shall have the right, pursuant to the provisions of this Declaration to grant the right to additional property submitted to this Declaration to use the golf course, clubhouse and attendant facilites.

9.08 Easements to permit the doing of every act necessary, proper and convenient to the playing of golf on the golf course adjacent to the Sites which are subject to this Declaration are hereby granted and established. These acts shall include, but not be limited to, the recovery of golf balls from any area of such Sites, the flights of golf balls over and upon Sites, the use of necessary and usual equipment upon such golf course (and golf course easement as set forth herein), the usual and common noise level created by the playing the game of

golf, together with all of the other common and usual activity associated with the operation of a golf course. For any Site which shall abut a pond or lake in Hunter's Ridge and which as a result thereof, shall not have direct access to the golf course, there is created hereby a walkway easement over and across any Site or Sites which shall constitute the nearest and most practicable route to the golf course for said owner. In the event of disputes among owners regarding the location of any such walkway easement, the Declarant shall establish the location of said walkway, which decision shall be binding upon all Site owners involved.

9.09 Declarant hereby reserves the right and authority until such time as Declarant conveys title to the Association, the right to use the golf course for promotions and other events to promote Hunter's Ridge and assist in the overall marketing effort.

9.10 All purchasers of Sites in Hunter's Ridge hereby consent to the irrigation of the golf course located within Hunter's Ridge with treated effluent, provided said effluent is eminated from an approved treatment plant with a current operating permit from the State of Florida Department of Environmental Regulation.

ARTICLE X
GENERAL PROVISIONS

10.01 The Association shall maintain a littoral zone area of between ten percent (10%) to twenty percent (20%) between lakes and wetland preserves, and shall maintain a hydrological regime through the water management system on the Properties for the purpose of enhancing the water quantity, quality and hydroperiod of the lakes and wetlands located on the Properties.

10.02 Any awards for the taking of all or any part of the Common Areas by condemnation or eminent domain shall be used to make the remaining portion of the Common Areas usable in the manner approved by Board of Directors. The balance of such awards, if any, shall be distributed to the Lot Owners equally.

10.03 The covenants and restrictions of this Declaration shall run with and bind the properties, and shall inure to the benefit of and be enforceable by the Declarant, the Association or the Owner of any property subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of fifty (50) years from the date this Declaration is recorded, after which time said covenants and restrictions shall automatically be extended for successive periods of ten (10) years unless an instrument signed by the then Owners of two-thirds (2/3) of the Sites has been recorded, agreeing to change or terminate said covenants and restrictions in whole or in part. Violation or breach of any conditions, covenants or

restrictions herein contained shall give the Declarant and/or Association and/or Owner(s), in addition to all other remedies, the right to proceed at law or in equity to compel a compliance with the terms of said conditions, covenants or restrictions and to prevent the violation or breach of any of them, and the expense of such litigation shall be borne by the then Owner or Owners of the subject property, provided such proceeding results in a finding that such Owner was in violation of said covenants or restrictions. Expenses of litigation shall include reasonable attorneys' fees incurred by Declarant and/or the Association in seeking such enforcement.

10.04 Any notices required to be sent to any member or Owner under the provision of this Declaration shall be deemed to have been properly sent when mailed, post paid, to the last known address of the person who appears as a member or Owner on the records of the Association at the time of such mailing.

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

10.06 Declarant reserves the right unilaterally to amend this Declaration and to do so at any time or times upon such conditions, in such form and for such purposes as it shall in its sole discretion deem appropriate by preparing and recording amendments hereto, provided however, that this right of unilateral amendment shall expire after all of the Sites covered by this Declaration have been sold.

After the last Site has been sold, this Declaration may be amended at any time upon the execution and recordation of an instrument executed by Owners holding not less than two-thirds (2/3) of the voting interest of the membership.

Notwithstanding any of the provisions contained in this Declaration, Declarant, its successors or assigns, shall not be obligated to develop all of the properties submitted to this Declaration, and as described in Exhibit "A", and Declarant may, in its sole discretion, release or remove any of the properties submitted in this Declaration from the terms and conditions hereof, except any properties conveyed to the Association or Owners. Such deletions shall be made by the Declarant filing in the Public Records of Lee County, an amendment to this Declaration providing for the release of the property from this Declaration. Such amendment need only to be executed by the Declarant and shall not require the joinder or the consent of the Association or its members.

Any amendment to this Declaration which would affect the surface water management system including the water management of the Common Areas or golf course, must have the prior approval of the South Florida Water Management District.

10.07 So long as the Declarant owns any portion of the Properties, Declarant shall have the exclusive right to maintain a sales center, model homes or apartments or signs on the Properties to identify Sites Declarant may have for sale in the Properties. Declarant shall also have the right for so long as Declarant owns any portion of the Properties to maintain a sales center erected by the Declarant on the Common Areas without payment of compensation to the Association for any such use.

10.08 Declarant may from time to time bring other land in and outside Hunters Ridge under the provisions of this Declaration by recorded supplemental declaration (which shall not require the consent of then existing Owners, the Association or their mortgagees) and thereby add to The Properties. Nothing in this Declaration shall, however, obligate Declarant to add to the initial portion of The Properties or to develop future portions of Hunters Ridge under a common scheme, nor to prohibit Declarant from rezoning and changing the development plans with respect to such future portions. All Owners, by acceptance of a deed to or other conveyance of their Sites, thereby automatically consent to any such rezoning, change, addition or deletion thereafter made by the Declarant and shall evidence such consent in writing if requested to do so by the Declarant at any time (provided, however, that the refusal to give such written consent shall not obviate the general effect of this provision). With respect to property not owned by the Declarant and its affiliates, the Declarant shall have the right to impose (and retain for its own account) fees for the privilege of allowing such other property to be made subject to this Declaration as aforesaid.

Declarant reserves the right to amend this Declaration unilaterally at any time, without prior notice and without the consent of any person or entity, for the purpose of removing certain portions of The Properties then owned by the Declarant or its affiliates or the Association from the provisions of this Declaration to the extent included originally in error or as a result of any changes whatsoever in the plans for Hunters Ridge desired to be effected by the Declarant.

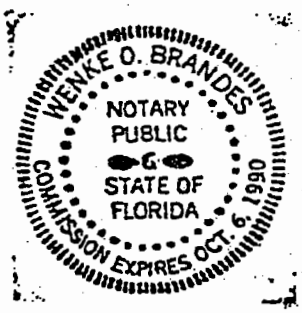
10.09 No judicial or administrative proceeding shall be commenced or prosecuted by the Association unless same is approved by a vote of seventy-five percent (75%) of the Members through their respective Voting Representatives. In the case of such a vote, and notwithstanding anything contained in this Declaration or the Articles of Incorporation or By-Laws of the Association to the contrary, the Voting Representatives shall not vote in favor of bringing or prosecuting any such proceeding unless authorized to do so by a vote of seventy-five percent (75%) of all members of the Neighborhood Association represented by the Voting Representative. This Section shall not apply, however, to (i) actions brought by the Association to enforce the provisions of this Declaration (including, without

WITNESS my hand and official seal in the County and State last aforesaid this 18 day of July, 1988.

Wenke O. Brandes

Notary Public

My Commission Expires:



THIS INSTRUMENT PREPARED BY:
KATHLEEN C. PASSIDOMO, ESQ.
HARTER, SECREST & EMERY
800 Laurel Oak Drive
Suite 400
Naples, Florida 33963
(813) 598-4444

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limitation, the foreclosure of liens), (ii) the imposition of personal assessments as provided in Article VII hereof, (iii) proceedings involving challenges to ad valorem taxation or (iv) counterclaims brought by the Association in proceedings instituted against it. This Section shall not be amended unless such amendment is made by the Declarant or is approved by the percentage votes, and pursuant to the same procedures, necessary to institute proceedings as provided above.

10.10 Whenever the singular is used it shall include the plural and the singular, and the use of any gender shall include all genders.

10.11 This Declaration shall become effective upon its recording in the Public Records of Lee County, Florida. The Declarant reserves the right to amend this instrument at any time prior to the conveyance of the last Site in the Properties in order to correct any errors or omissions, or the dimensions of any Sites, or Common Areas not previously conveyed. Any amendment(s) shall relate back to and become effective as of the date of recording of this Declaration.

IN WITNESS WHEREOF, the Declarant has caused these presents to be executed as of this 12 day of July, 1988.

Witnesses:

BEAU KASTLE DEVELOPERS, INC.

BY: V.P.

(SEAL)

STATE OF FLORIDA
COUNTY OF COLLIER

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Allen J Richards, as Vice President of Beau Kastle Developers, Inc., and he acknowledged before me that he executed the foregoing instrument on behalf of said corporation, with full authority to do so.

EXHIBIT "A"
LEGAL DESCRIPTION

All of plat known as HUNTERS RIDGE, according to plat thereof recorded in Plat Book 41 Pages 1 through 13 inclusive, Public Records of Lee County, Florida.

OR2003 PG4237

JOINDER OF MORTGAGEE

STATE OF FLORIDA

COUNTY OF COLLIER

The undersigned Mortgagees, ALFRED P. MOORE, F. BOYD FOWLER AND LUTHER B. FLETCHER, as holders of that certain Mortgage and Security Agreement by and between BEAU KASTLE DEVELOPERS, INC., as Mortgagor and ALFRED P. MOORE, F. BOYD FOWLER AND LUTHER B. FLETCHER, as Mortgagee, Mortgage dated October 8, 1987 as recorded in O.R. Book 1947, Page 3 of the Public Records of Lee County, Florida, hereby join in and consent to the making of the foregoing Master Declaration of Covenants, Conditions and Restrictions for HUNTERS RIDGE.

Dated this 20th day of May, 1988.

Signed, sealed and delivered in the presence of:

WITNESS #1

WITNESS #2

ALFRED P. MOORE

By Alfred P. Moore, Attorney in Fact

F. BOYD FOWLER, By Alfred P. Moore, Attorney in Fact

By Alfred P. Moore, Attorney in Fact

LUTHER B. FLETCHER, By Alfred P. Moore, Attorney in Fact

RECORDED & RECORD VERIFIED
CLERK CIRCUIT COURT
LEE COUNTY, FL

Jul 12 4 47 PM '88

33,00

2489575

State of Florida

Department of State

I certify that the attached is a true and correct copy of the Articles of Incorporation of HUNTERS RIDGE COMMUNITY ASSOCIATION, INC., a corporation organized under the Laws of the State of Florida, filed on May 20, 1988, as shown by the records of this office.

The document number of this corporation is N26528.

Given under my hand and the Great Seal of the State of Florida, at Tallahassee, the Capital, this the 20th day of May, 1988.

Jim Smith

Jim Smith
Secretary of State

CR2E022 (8-87)

RECORD VERIFIED - CHARLIE GREEN, CLERK
BY: M. J. BOWDEN, D.C.

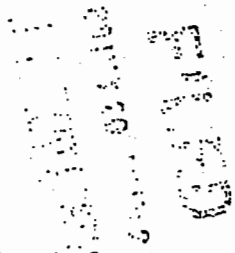
OR2003 PG1238

ARTICLES OF INCORPORATION

FOR

HUNTERS RIDGE COMMUNITY ASSOCIATION, INC.

In compliance with the requirements of Chapter 617, Florida Statutes, the undersigned all of whom are of full age, have this day voluntarily associated themselves together for the purpose of forming a corporation not-for-profit and do hereby certify:



ARTICLE I

The name of the corporation is:

HUNTERS RIDGE COMMUNITY ASSOCIATION, INC.

The office of the association is located at 3000 A Immokalee Road, Naples, Florida 33942.

The name and address of the Registered Agent is Thomas B. Garlick, 800 Laurel Oak Drive, Suite 400, Naples, Florida 33963.

ARTICLE II
PURPOSE AND POWERS OF THE ASSOCIATION

This Association does not contemplate pecuniary gain or profit to the members thereof, and the specific purposes for which it is formed are to provide for maintenance and preservation of the Common Areas and Limited Common Areas within that certain tract of property located in Lee County, Florida, known as "Hunters Ridge", and to promote the betterment of the above described property and any additions thereto as may hereafter be brought within the jurisdiction of this Association and in furtherance of those purposes to:

(a) Exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in that certain Master Declaration of Covenants, Conditions and Restrictions for Hunters Ridge, hereinafter called the "Declaration", applicable to the property, to be recorded in the Public Records of Lee County, Florida, and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein by reference as if set forth as length;

(b) Fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration; to pay all expenses in connection therewith and all office and other expenses in connection therewith and other expenses incident to the conduct of the business of the Association, including all licenses,

taxes or governmental charges levied or imposed against the property of the Association;

(c) Acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;

(d) Borrow money, and with the consent of two-thirds (2/3) of the members, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(e) Dedicate, sell or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members;

(f) Have and to exercise any and all powers, rights and privileges which a corporation organized under the not-for-profit Corporation Law of the State of Florida by law may now or hereafter have or exercise.

ARTICLE III
MEMBERSHIP

Every person or entity who is a record owner of a Lot, (as defined by the Declaration) in Hunters Ridge which Lot, pursuant to the Declaration is subject to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of Lot which is subject to assessment by the Association.

ARTICLE IV
VOTING RIGHTS

Members, including the Declarant (as defined in the Declaration) shall be entitled to voting rights as provided in the By-Laws of the Association.

ARTICLE V
BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board of at least three (3), but no more than seven (7), Directors, who must be members of the Association, except those Directors appointed by the Developer. The names and addresses of the persons who are to act in the capacity of Directors until the selection of their successors are:

ALLEN J. RICHARDS	3000 A Immokalee Road Naples, Florida 33942
JOHN A. STEINWAND	3000 A Immokalee Road Naples, Florida 33942
TIMOTHY S. MARKS	3000 A Immokalee Road Naples, Florida 33942

ARTICLE VI
INDEMNIFICATION

The Association shall indemnify every Director, every officer of the Association and every member of the Architectural Review Board against all expenses and liabilities including attorney's fees, actually and resonably incurred by or imposed on him in connection with any legal proceeding (or settlement or appeal of such proceeding) to which he may be a party because of his being or having been a Director or officer of the Association. The foregoing right of indemnification shall not apply to:

(a) Gross negligence or willful misconduct in office by any Director or officer.

(b) Any criminal action, unless the Director or officer acted in good faith and in a manner he reasonably believed was in, not opposed to, the best interest of the Association, and had no reasonable cause to believe his action was unlawful.

To the extent that a Director or officer has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to in subsection (1) or subsection (2), or in defense of any claim, issue, or matter therein, he shall be indemnified against expenses (including attorney's fees) actually and reasonably incurred by him in connection therewith.

The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such Director or officer may be entitled.

ARTICLE VII
DURATION

The corporation shall exist perpetually. If this corporation shall ever be dissolved, the property owned by the corporation consisting of the surface water management sustem shall be conveyed to an appropriate agency of local government. If it is not accepted, then the surface water management system shall be dedicated to a similar non-profit corporation.

ARTICLE VIII
AMENDMENTS

Subject to the rights of the Developer as provided in the By-Laws of the Corporation, amendments of these Articles shall require the consent of two-thirds (2/3) of the voting representatives, but no amendment shall be effective which is in contravention of the duties, responsibilities or obligations of the Association or the members as provided in the Declaration. Amendments to the By-Laws may be made at a regular or special meeting of the members or by a vote of a majority of a quorum of the voting representatives present in person.

ARTICLE IX
NOT FOR PROFIT STATUS

In conformance with the requirements of Chapter 617, the corporation shall issue no stock, and no dividends shall be paid and no part of the income of the corporation shall be distributed to the members, directors or officers.

ARTICLE X
OFFICERS

There shall be a President, Vice-President, Secretary and Treasurer of the Corporation. The initial officers of the corporation are as follows:

PRESIDENT	ALLEN J. RICHARDS
VICE-PRESIDENT	TIMOTHY S. MARKS
SECRETARY/TREASURER	JOHN A. STEINWAND

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Florida, we, the undersigned, constituting the incorporators of this Association, have executed these Articles of Incorporation this 4th day of MAY, 1988.

ALLEN J. RICHARDS

TIMOTHY S. MARKS

JOHN A. STEINWAND

STATE OF FLORIDA
COUNTY OF Collier

BEFORE ME, the undersigned authority, personally appeared Allen J Richards, Timothy S. Mares, and John A. Steinwand, who acknowledged before me that they executed the foregoing Articles of Incorporation.

WITNESS my hand and seal this 16th day of May, 1988.

Notary Public

My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXPIRES
BONDED THRU

0002h

OR2003 PG4244

CERTIFICATE DESIGNATING PLACE OF BUSINESS
FOR THE SERVICE OF PROCESS WITHIN THIS STATE,
NAMING AGENT UPON WHOM PROCESS MAY BE SERVED.

In pursuance of Chapter 48.091, Florida Statutes, the following is submitted, in compliance with said Act:

That HUNTERS RIDGE COMMUNITY ASSOCIATION, INC., desiring to organize under the laws of the State of Florida with its principal office, as indicated in the Articles of Incorporation at City of Naples, County of Lee, State of Florida, has named THOMAS B. GARLICK, ESQUIRE, Harter, Secrest & Emery, 800 Laurel Oak Drive, Suite 400, Naples, Florida 33963, State of Florida, as its agent to accept service of process within this State.

ACCEPTANCE

Having been named to accept service of process for the above corporation, at place designated in this certificate, I hereby accept to act in this capacity, and agree to comply with the provision of said Act relative to keeping open said office.

Thomas B. Garlick

Thomas B. Garlick, Esquire

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RECORDED & RECORD VERIFIED
CLERK CIRCUIT COURT
Jul 15 4 47 PM '88

2489576

BY-LAWS
OF
HUNTERS RIDGE COMMUNITY ASSOCIATION, INC.
A NOT-FOR-PROFIT CORPORATION

ARTICLE I
NAME, LOCATION AND DEFINITIONS

The name of the corporation is HUNTERS RIDGE COMMUNITY ASSOCIATION, INC., a Florida Corporation, not for profit, hereafter referred to as the "Association". The principal office of the corporation shall be located at 3000 A David C. Brown Highway, Naples, Florida 33942, or such other place as established by the Association but meetings of members and directors may be held at such places within the State of Florida, as may be designated by the Board of Directors.

The terms used in these By-Laws shall have the meanings as provided in Article I of the Master Declaration of Covenants, Conditions and Restrictions for Hunters Ridge.

RECORD VERIFIED: CHARLIE GREEN, CLERK
BY M. J. ROBINSON, D.C.

ARTICLE II
MEMBERS, MEETINGS OF MEMBERS AND TRANSFER OF ASSOCIATION CONTROL

Section 1. Qualification. Every person or entity who is a record fee simple Owner of a Lot including Declarant, at all times so long as it owns all or any part of the property subject to this Declaration, shall be a member of the Association provided that any such person or entity who holds such interest only as security for the performance of an obligation shall not be a member. Membership shall be appurtenant to, and may not be separated from ownership of any Lot which is subject to assessment. When any Lot is owned of record by two or more persons or other legal entity, all such persons or entities shall be members. The Declarant shall also be a member so long as it owns any portion of the Properties.

Section 2. Voting Rights and Voting Representatives. The members of the Association shall be entitled to one (1) vote for each Lot owned by them. The total votes shall not exceed the total number of Lots. The vote of a Lot shall not be divisible. If a Lot is owned by one natural person, his/her right to vote shall be established by the record title to the Lot. If a Lot is owned jointly by two or more natural persons and they cannot agree among themselves how their one vote shall be cast, that vote shall not be counted for any purpose. If the Owner of a Lot is not a natural person, the vote of that Lot shall be cast by the Lot's primary occupant designated as set forth above.

The members residing in each Neighborhood shall select a Voting Representative and an alternate in the manner and under the provisions contained herein for the election of Directors. Such Voting Representative shall represent the Neighborhood at all Association

meetings and shall cast the votes of the Lot Owners residing in the Neighborhood from whence that Voting Representative was selected as directed by each Lot Owner.

Section 3. Change in Membership. A change in membership in the Association shall be established by the recording in the Public Records of Lee County, Florida, a deed or other instrument establishing a record title to a Lot and forwarding a copy of same to the Association. Thereupon the grantee in such instrument will become a member of the Association and the membership of the prior Owner shall thereby be automatically terminated. Upon such transfer of title, the transferee shall notify the Association of such transfer and provide to the Association an address to which all notices and correspondence should be sent. If the said transferee fails to notify the Association of such transfer of title, the Association shall not be responsible to mail or deliver notices and correspondence to the said Owner and until said notice of the transfer is given to the Association, the prior Owner shall remain liable for assessments.

Section 4. Termination of Membership. The termination of membership in the Association does not relieve or release any former member from liability or obligation incurred under or in any way connected with the Association during the period of his membership, nor does it impair any rights or remedies which the Association may have against any former Owner or member arising out of or in any way connected with such ownership and membership and the covenants and obligations incident thereto.

Section 5. Annual Meetings. The first annual meeting of the members shall be held within one (1) year from the date of incorporation of the Association at a time as may be determined by the Board, and each subsequent regular annual meeting of the members shall be held yearly thereafter, at the hour and date to be determined by the Board. The Voting Representative from each Neighborhood shall represent their Neighborhood at such meetings and shall cast Lot Owners' votes thereat.

Section 6. Special Meetings. Special meetings of the members may be called at any time by the President or by a majority of the Board of Directors, or upon written request of one-fourth (1/4) of all members entitled to vote.

Section 7. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of the Secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least thirty (30) days before such meeting to each Voting Representative entitled to vote thereat. Such notice shall specify the place, day and hour of the meeting and in the case of a special meeting the purpose of the meeting. The Voting Representative shall then notify each Lot Owner of the meeting and obtain a proxy or direction to the Voting Representative for voting purposes. All proxies or directions shall be in writing.

Section 8. Quorum. The presence at the meeting of one-third (1/3) of the Voting Representatives entitled to vote, in person or by the elected alternate shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws.

Section 9. No Proxies. At all meetings of the Association, each Voting Representative must vote in person. If a Voting Representative is unable to attend a meeting, the alternate elected by the members in the Neighborhood shall attend.

Section 10. Adjourned Meetings. If a quorum is not present at any duly called meeting of the members, the majority of the voting interests present may adjourn the meeting to a later date when a quorum may be obtained. When a meeting is adjourned it shall not be necessary to give notice of the time and place of its continuance if such are announced at the meeting being adjourned.

Section 11. Order of Business. The order of business at members' meetings shall be substantially as follows:

(a) Call of the roll and certification of quorum and proxies.

(b) Proof of notice of meeting or waiver of notice.

(c) Reading and disposal of any unapproved minutes.

(d) Reports of Officers.

(e) Reports of Committees.

(f) Election of Directors.

(g) Unfinished Business.

(h) New Business.

(i) Adjournment.

Section 12. Minutes. Minutes of all meetings of the Association and of the Board of Directors shall be kept in a businesslike manner and available for inspection by members or their authorized representatives and Board members at all reasonable times and for a period of seven years after the meeting.

Section 13. Parliamentary Rules. Roberts' Rules of Order (latest edition) shall govern the conduct of the Association meetings when not in conflict with the law, or with the Declaration or these By-Laws.

Section 14. Action by Members Without Meeting. Any action required or permitted to be taken at a meeting of the Association may be taken without a meeting if written consents, setting forth the action to be taken, are signed by the members having not less than the minimum number of votes that would be necessary to take such action at a meeting, or a majority of the total votes of the entire membership, whichever is greater. Upon receiving the requisite number of written consents, the Board of Directors may take the authorized action upon adopting a resolution to that effect. Within ten (10) days after adopting the resolution, the Board shall send written notice of the action taken to all members who have not consented in writing. Nothing in this paragraph shall be construed in derogation of members' rights to call a special meeting of the membership as elsewhere provided in these By-Laws.

Section 15. Attendance, Voting. Although members shall be represented by Voting Representatives at all Association Meetings, members shall be entitled to attend such meetings but may only vote through their Voting Representative.

Section 16. Turnover. Prior to, or not more than sixty (60) days after Lot Owners other than the Developer own seventy-five (75%) percent of the Lots planned in the Properties, the Developer shall relinquish control of the Association, and the Lot Owners shall accept control. Simultaneously, the Developer shall deliver to the Association all property of the Lot Owners and of the Association held or controlled by the Developer. The Developer may turn over control of the Association to Lot Owners other than the Developer prior to the above time period, in its sole discretion, by causing all of its appointed Directors to resign, whereupon it shall be the affirmative obligation of the Lot Owners other than the Developer to elect Directors and assume control of the Association. Provided at least thirty (30) days' notice of Developer's decision to cause it's appointees to resign is given to Lot Owners, neither the Developer, nor such appointees shall be liable in any manner in connection with such resignations even if Lot Owners other than the Developer refuse or fail to assume control. The Developer has the right to appoint one (1) member of the Board of Directors until he conveys all Sites in the Properties.

Section 17. Developer's Rights. So long as the Developer holds Lots for sale in the ordinary course of business, none of the following actions may be taken without approval in writing by the Developer.

(a) Any amendment to the Declaration or other documents which would adversely affect the Developer's rights; and

(b) Any action by the Association that would be detrimental to the sales of Lots by the Developer.

ARTICLE III
BOARD OF DIRECTORS: TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of at least three (3) directors, but no more than seven (7). The initial Board of Directors shall be appointed by the Developer. When Owners other than Developer own twenty-five percent (25%) of the Lots, they shall be entitled to elect one (1) member to the Board. When Owners other than Developer own fifty percent (50%) of the Lots, they shall be entitled to elect two (2) members to the Board, and the Board shall be increased to five (5) members.

Section 2. Term of Office. Each director elected by the Voting Representatives shall hold office for a term of one year.

Section 3. Removal. Any director except a director appointed by the Developer may be removed from the Board, with or without cause, by a majority vote of the Voting Representatives of the Association. In the event of death, resignation or removal of a director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No director shall receive compensation for any service he may render to the Association. However, any director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5. Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

ARTICLE IV
NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors and for Voting Representatives shall be made by a Nominating Committee. Nominations to the Board of Directors may also be made from the floor at the annual meeting. The Nominating Committee for the Board of Directors shall consist of a Chairman, who shall be a member of the Board of Directors, and two (2) or more members of the Association. The Nominating Committee for Voting Representatives shall consist of a chairman, who is a duly elected Voting Representative and two (2) or more members of each Neighborhood. The Nominating Committee shall be appointed by the Board of Directors prior to the annual meeting of the Association, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many

nominations for election to the Board of Directors as it shall in its discretion determine, but not less that the number of vacancies that are to be filled.

Section 2. Election. Subject to the provisions contained in Article III, Section 7 herein, election to the Board of Directors shall be by secret written ballot. The persons receiving the largest number of votes shall be elected, except that a run-off shall be held to break a tie vote. Cumulative voting is not permitted.

ARTICLE V
MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held as determined by the Board, but not less than quarterly, without notice, at such place and hour as may be fixed from time to time by resolution of the Board.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the President of the Association, or by a majority of the directors, after not less than three (3) days notice, unless waived, to each director.

Section 3. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

Section 4. Open Meetings. Meetings of the Board of Directors shall be open to all.

ARTICLE VI
POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Power. In addition to powers granted by law, the Board of Directors shall have power to:

(a) Adopt and publish rules and regulations governing the use of the Common Areas, Neighborhood Common Areas and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;

(b) Suspend the right to use the Recreational Facilities, if any, of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. The right to use the Recreational Facilities may also be suspended after notice and hearing, for a period not to exceed sixty (60) days for infraction of published rules and regulations;

(c) Exercise for the Association all powers, duties and authorities vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration;

(d) Declare the office of member of the Board of Directors to be vacant in the event such member shall be absent for three (3) consecutive regular meetings of the Board of Directors;

(e) Employ a manager, an independent contractor, or such employees as they may deem necessary and to prescribe their duties; and

(f) Appoint from time to time such standing or temporary committees as the Board may deem necessary and convenient for the efficient and effective operation of the Assocaition and as proscribed by these By-Laws and the Declaration.

Section 2. Duties. It shall be the duty of the Board of Directors to:

(a) Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Voting Representatives who are entitled to vote;

(b) Supervise all officers, agents and employees of this Association and to see that their duties are properly performed;

(c) As more fully provided in the Declaration to: (1) fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period; (2) send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and (3) foreclose the lien against any property for which assessments are not paid or to bring an action at law against the Owner personally obligated to pay the same;

(d) Issue, or to cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) Procure and maintain adequate Directors and officers liability, hazard and other types of insurance on property owned or maintained by the Association;

(f) Cause all officers or employees having fiscal responsibilities to be bonded, as and if they may deem appropriate; and

(g) Cause the Common Areas and Neighborhood Common Areas to be maintained.

ARTICLE VII
OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Officers. The officers of this Association shall be a President and Vice President, who shall at all times be members of the Board of Directors, a Secretary and a Treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

Section 3. Term. The officers of this Association shall be elected annually by the Board and shall hold office for one (1) year unless he shall sooner resign, or shall be removed or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filed by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one of any of the other offices except in the case of special offices created pursuant to Section 4 of this Article, however, no person shall simultaneously hold the office of President and Secretary.

Section 8. Duties. The duties of the officers are as follows:

PRESIDENT

(a) The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

VICE-PRESIDENT

(b) The Vice President shall act in the place and stead of the President in the event of his absence, inability or refusal to act; and shall exercise and discharge such other duties as may be required of him by the Board.

SECRETARY

(c) The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members, keep the corporate seal of the Association and affix it on all papers requiring said seal; serve notice of meetings of the Board and of members; keep appropriate current records showing the members of the Association together with their addresses and shall perform such other duties as required by the Board.

TREASURER

(d) The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account, cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting; and deliver a copy of each to the members.

ARTICLE VIII
BOOKS AND RECORDS

The books, records and papers of the Association shall at all times during reasonable hours, be subject to inspection by any member. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at reasonable cost.

ARTICLE IX
FISCAL MATTERS AND ASSESSMENTS

Section 1. Assessments. As more fully provided in the Declaration, each member is obligated to pay to the Association assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the highest rate as allowed by law. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs and reasonable attorneys' fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Areas, Neighborhood Common Areas or abandonment of his Lot.

Section 2. Bank Accounts. The Association shall maintain its accounts in such financial institutions in the State of Florida as shall be designated from time to time by the Board. Withdrawal of monies from such accounts shall be only by such persons as are authorized by the Board. The Board may invest Association funds in interest-bearing accounts, money market funds, certificates of deposit, U.S. Government securites, and other similar investment vehicles.

Section 3. Budget. The Board of Directors shall, prior to the end of the fiscal year, adopt an annual budget for common expenses for the next fiscal year for the Association and for each Neighborhood. A copy of the budget shall be mailed to or served on all the Lot Owners not less than thirty (30) days prior to commencement of that budget. The budget shall be detailed and shall show the amounts budgeted by accounts and expense classifications.

Section 4. Reserves for Capital Expenditures and Maintenance. In addition to annual operating expenses, the budget may include reserve accounts for capital expenditures and deferred maintenance. These accounts shall include, but not be limited to, common area, landscaping replacement and pavement resurfacing. The amount to be reserved shall be computed by a formula based upon estimated life and replacement cost of each item, and such formula shall be set forth on the proposed budget. These reserves shall be funded unless the voting representatives subsequently determine by majority vote of those present in person or a duly elected alternate at a duly called meeting to fund no reserves or less than adequate reserves for a fiscal year. The vote to waive or reduce reserves, if any is taken, may be taken only after the proposed budget has been mailed to the Lot Owners as required above.

Section 5. General Maintenance Reserves. In addition to the reserves provided above, or in place of them if the voting representatives so vote, the Board may establish one or more additional

reserve accounts for general operating expenses, repairs, minor improvements or deferred maintenance. The purpose of the reserves is to provide financial stability and to avoid the need for special assessments on a frequent basis. The amounts proposed to be so reserved shall be shown in the proposed annual budget each year. These funds may be spent for any purpose approved by the Board.

Section 6. Fidelity Bonds. The Treasurer, and all other officers who are authorized to sign checks, and all Directors and employees of the Association handling or responsible for Association funds, shall be bonded in such amounts as may be required by law or otherwise determined by the Board of Directors. The premiums on such bonds shall be paid by the Association.

Section 7. Fiscal Year. The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year, except that the first fiscal year shall begin on the date of incorporation.

Section 8. Financial Information. Not later than sixty (60) days after the close of each fiscal year, the Board shall cause to be prepared a financial statement showing in reasonable detail the financial condition of the Association as of the close of its fiscal year and an income and expense statement for the year, detailed by accounts. Copies of these statements shall be furnished to each member. If called for by a majority of the voting representatives present at any meeting, the Board shall present a full and clear statement of the business and condition of the Association.

Section 9. Application of Payments and Co-Mingling of Funds. All sums collected by the Association may be co-mingled in a single fund or divided into two or more funds, as determined by the Board of Directors. All payments on account by a Lot Owner shall be applied as to interest, delinquencies, costs and attorney's fees, other charges, and general or special assessments, in such manner and amounts as the Board of Directors may determine, subject, however, to the Declaration.

ARTICLE X
CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words HUNTERS RIDGE COMMUNITY ASSOCIATION, INC., a Florida corporation not for profit.

ARTICLE XI
AMENDMENTS

Section 1. These By-Laws may be amended at a regular or special

meeting of the members, by a vote of a majority of a quorum of voting representatives present in person or by a duly elected alternate.

Section 2. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

ARTICLE XII
TRANSFER OF ASSOCIATION CONTROL; DEVELOPER'S RIGHT

Section 1. Members' Rights to Elect Board of Directors. When Owners other than the Developer own twenty percent (20%) of the Lots, the Owners other than the Developer shall be entitled to elect one member of the Board of Directors. When Owners other than the Developer own forty percent (40%) of the Lots, the Owners other than the Developer shall be entitled to elect two members of the Board of Directors. When Owners other than the Developer own seventy-five percent (75%) or more of the Lots, the Owners other than the Developer shall be entitled to elect a majority of the members of the Board of Directors.

Section 2. Developer's Rights So long as the Developer holds Lots for sale in the ordinary course of business, none of the following actions may be taken without approval in writing by the Developer.

A. Any amendment to the documents which would adversely affect the Developer's rights; and

B. Any action by the Association that would be detrimental to the sales of Lots by the Developer. However, an increase in assessments for common expenses shall not be deemed to be detrimental to the sales of Lots.

Section 3. Transfer of Association Control. Prior to, or not more than sixty (60) days after, the time that Lot Owners other than the Developer elect a majority of the Directors of the Association, the Developer shall relinquish control of the Association, and the Lot Owners shall accept control. Simultaneously, the Developer shall deliver to the Association all property of the Lot Owners and of the Association held or controlled by the Developer. The Developer may turn over control of the Association to Lot Owners other than the Developer prior to the above mentioned dates, in its sole discretion, by causing all of its appointed Directors to resign, whereupon it shall be the affirmative obligation of Lot Owners other than the Developer to elect Directors and assume control of the Association. Provided at least thirty (30) days' notice of Developer's decision to cause its appointees to resign is given to Lot Owners, neither the Developer, nor such appointees, shall be liable in any manner in connection with such resignations even if Lot Owners other than the Developer refuse or fail to assume control.

IN WITNESS WHEREOF, we, being all of the directors of HUNTERS RIDGE COMMUNITY ASSOCIATION, INC., a Florida corporation not for profit have hereunto set our hands this 12 day of July, 1985.

ALLEN J. RICHARDS

JOHN A. STEINWAND

TIMOTHY S. MARKS

0003h

CERTIFICATION

I, THE UNDERSIGNED, DO HEREBY CERTIFY:

THAT I am the duly elected and acting Secretary of HUNTERS RIDGE COMMUNITY ASSOCIATION, INC., a corporation not for profit, and

THAT the foregoing By-Laws constitute the original By-Laws of said Association, as duly adopted at a meeting of the Board of Directors thereof, held on the 11 day of July, 1988.

JOHN A. STEINWAND

0003h

RECORDED & RECORD VERIFIED
CLERK CIRCUIT COURT
JUL 18 4 49 PM '88

This Instrument Prepared by:
GARY R. PERDUE, SR., ESQ.
Stubbs, Perdue, Chesnutt, Wheeler & Clemmons, PA
P.O. Drawer 1654
New Bern, NC 28563

Please Record and Return to:
Diane L Jensen
Courthouse Box #18

532.50

ASSIGNMENT AND ACCEPTANCE OF RIGHTS AND DUTIES AS THE SUCCESSOR DECLARANT UNDER THE MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HUNTERS RIDGE

3031754

OR2224 PG3605

THIS ASSIGNMENT AND ACCEPTANCE (herein called the "Assignment") is made this 8th day of April, 1991, by and between BEAU KASTLE DEVELOPERS, INC., a Florida corporation (herein called "Beau Kastle") and BBA DEVELOPMENT CORP., a Florida corporation (herein called "BBA") and HUNTERS RIDGE COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation (herein called the "Association").

RECITALS:

WHEREAS, Beau Kastle is the Declarant under the Master Declaration of Covenants, Conditions and Restrictions for Hunters Ridge (herein called the "Master Declaration") as the same is recorded in Book OR 2003 at Page 4209 in the Public Records of Lee County, Florida; and

WHEREAS, Beau Kastle is no longer financially capable of performing any of the obligations of the Declarant under the Master Declaration; and

WHEREAS, BBA is the holder of the first and second priority mortgages on the property owned by Beau Kastle which is subject to the Master Declaration, said mortgages being in default and being the subject of a pending foreclosure action in Lee County, Florida under Case No. 90-2090 CA-JHS; and

WHEREAS, BBA has agreed to accept the rights and assume the duties of the Declarant under the Master Declaration upon the terms and conditions set forth herein;

NOW, THEREFORE, the parties hereto agree as follows:

1. Assignment. Beau Kastle hereby assigns to BBA all of its rights as the Declarant under the Master Declaration, and BBA hereby agrees to assume the duties of the Declarant under the Master Declaration as of the Effective Date specified herein and subject to the terms and provisions set forth herein.

2. Effective Date. The Effective Date of this Assignment shall be May 1, 1991, subject, however, to the satisfaction of the conditions precedent set forth in paragraph 3 below on or before the Effective Date.

RECORD VERIFIED - CHARLIE GREEN, CLERK
By: Kay Tanner, D.C.

3. Conditions Precedent. This Assignment, the terms and provisions thereof, and the duties, rights and obligations of the parties hereunder are expressly conditioned upon the following:

(a) The ratification and approval of the terms and provisions hereof by at least seventy five (75%) percent of the current Lot or Site owners in the Hunters Ridge Development as those terms are defined in the Master Declaration. The ratification and approval of this Assignment by the requisite number of Lot and Site owners shall be certified by the Board of Directors of the Association, a copy of which shall be attached hereto as Exhibit A, whereupon this condition precedent shall be deemed satisfied.

(b) The filing of the Stipulation For Final Judgment of Foreclosure in the pending foreclosure action, a copy of which is attached hereto as Exhibit B.

4. Release by Association. Subject to the satisfaction of the conditions precedent in paragraph 3 above, the Association does hereby release BBA from any and all claims or liability for acts committed or omitted prior to the Effective Date which would otherwise have been required of the Declarant, including, without limitation, the payment of any deficiencies required of the Declarant under the Master Declaration. The Association further releases any rights under the alleged lease described in Article IX of the Master Declaration, any rights of first refusal with respect to parcel Two as described in Article IX of the Master Declaration, and the right to operate and maintain the golf course clubhouse and attendant facilities under Article IX of the Master Declaration.

5. Operation of Golf Course Facility. Subject to the satisfaction of the conditions precedent in paragraph 3 above, BBA shall as of the Effective Date operate and maintain the golf course, clubhouse and attendant facilities until such time as the golf course, clubhouse and attendant facilities are turned over to the Association as provided by the Master Declaration.

6. Unity of Golf Course. Upon completion of the pending foreclosure sale, BBA shall cause the portion of the golf course and attendant facilities which are located on the real property (commonly known as the "North Parcel" of Hunters Ridge) as described in the deed recorded in Book OR 2163 at Page 2469 in the Public Records of Lee County, Florida to be subjected to terms and provisions of the Master Declaration.

OR2224 PG3606

IN WITNESS WHEREOF, the parties hereto have caused this Assignment to be executed in their respective corporate names by their duly authorized officers and their respective corporate seals to be affixed hereto, all by order of their respective Boards of Directors as of the day and year first above written.

BEAU KASTLE DEVELOPERS, INC.

BY: _____
President

ATTEST: _____
Secretary

(Corporate Seal)

BBA DEVELOPMENT CORP.

BY: _____
President

ATTEST: _____
Secretary

(Corporate Seal)

HUNTERS RIDGE COMMUNITY ASSOCIATION, INC.

BY: _____
President

ATTEST: _____
Secretary

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF COLLIER

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Ronald Beaudry as President of Beau Kastle Developers, Inc., the corporation described in the foregoing instrument and that he acknowledged executing the same under authority vested in him by said corporation and that the seal affixed thereto is the seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 8th day of April, 1991.

Thomas B. Hallock
Notary Public

My Commission Expires:
NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP JUNE 12,1992
BONDED THRU GENERAL INS. UND.

STATE OF NORTH CAROLINA
COUNTY OF CRAVEN

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared Alfred P. Moore as President of BBA Development Corp., the corporation described in the foregoing instrument and that he acknowledged executing the same under authority vested in him by said corporation and that the seal affixed thereto is the seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 8TH day of APRIL, 1991.

Gary W. Pendergraft
Notary Public

My Commission Expires: 2-24-1992

OR2224 PG3608

f1/0511552njg

OR2224 PG3609

STATE OF NORTH CAROLINA
COUNTY OF CRAVEN.

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared JAMES F. BEST as President of Hunters Ridge Community Association, Inc., the corporation described in the foregoing instrument and that he acknowledged executing the same under authority vested in him by said corporation and that the seal affixed thereto is the seal of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 8TH day of APRIL, 1991.

Gary N Perdue Jr.
Notary Public

My Commission Expires: 2-21-1992

f1/0511552njg

ASSIGNMENT AND ACCEPTANCE OF RIGHTS AND DUTIES

EXHIBIT "A"

CERTIFICATION OF RATIFICATION AND APPROVAL

The undersigned, being the Board of Directors of HUNTERS RIDGE COMMUNITY ASSOCIATION, INC., a Florida non-for-profit corporation, hereby certifies that more than seventy five (75%) percent of the current Lot or Site owners in the Hunters Ridge Development have ratified and approved the terms and provisions of the Assignment and Acceptance of Rights and Duties as the Successor Declarant under the Master Declaration of Covenants, Conditions and Restrictions for Hunters Ridge dated the 8th day of April, 1991, as evidenced by the Ratifications and Approvals of such Lot or Site owners, the originals of which are attached hereto.

This the 23rd day of April, 1991.

Director

Director

Director

Director

Director

f1/0611015njg

OR2224 PG3610

ASSIGNMENT AND ACCEPTANCE OF RIGHTS AND DUTIES
EXHIBIT "B"

IN THE CIRCUIT COURT OF THE TWENTIETH JUDICIAL CIRCUIT
IN AND FOR LEE COUNTY, STATE OF FLORIDA

CIVIL ACTION

BBA DEVELOPMENT CORP., A Florida corporation Plaintiff, vs. BEAU KASTLE DEVELOPERS, INC., ET AL., Defendants.	CASE NO. 90-2090 CA-JHS

OR2224 PG3611

STIPULATION FOR FINAL JUDGMENT OF FORECLOSURE

COME NOW the parties who agree and stipulate as follows:

Defendant, BEAU KASTLE DEVELOPERS, INC., hereby consents to the entry of a Final Judgment of Foreclosure against it pursuant to the Motion for Summary Judgment filed by Plaintiff herein as supplemented by affidavits filed by Plaintiff. Said Final Judgment shall permit Plaintiff to conduct a foreclosure sale of the property described in the Complaint as amended, shall dismiss the affirmative defenses filed by BEAU KASTLE DEVELOPERS, INC. and shall release any claims which BEAU KASTLE DEVELOPERS, INC. purports to claim against Plaintiff, its shareholders, directors and the officers as well as any affiliate corporations and the respective shareholders, directors and the officers of same and

shall release the original mortgagees who were the original Plaintiffs in this cause of action.

Dated this ____ day of _____, 1991.

HARTER, SECREST & EMERY
Attorneys for
Beau Kastle Developers, Inc.
800 Laurel Oak Drive,
Suite 400
Naples, FL 33963
(813) 598-4444

BY:_____
Thomas B. Garlick
Florida Bar No.324760

PAVESE, GARNER, HAVERFIELD,
DALTON, HARRISON & JENSEN
Attorneys for Plaintiff
Post Office Drawer 1507
1833 Hendry Street
Ft. Myers, FL 33902
(813) 334-2195

BY:_____
William T. Haverfield
Florida Bar No._____

OR2224 PG3612

RATIFICATION AND APPROVAL OF ASSIGNMENT AND ACCEPTANCE OF RIGHTS AND DUTIES AS THE SUCCESSOR DECLARANT UNDER THE MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HUNTERS RIDGE DATED APRIL 8, 1991

The undersigned Lot or Site owner hereby certifies and agrees as follows:

1. That the undersigned is/are the sole owner of the following described Lot or Site in the Hunters Ridge Development.

Lot/Site # 1 Block/Tract # A

2. That each of the undersigned has received a copy of the written document entitled "Assignment and Acceptance of Rights and Duties as the Successor Declarant under the Master Declaration of Covenants, Conditions and Restrictions for Hunters Ridge" which is dated the 8th day of April, 1991 (herein called the "Assignment").

3. That each of the undersigned hereby ratifies and approves the terms and provisions of said Assignment.

Dated the 8 day of April, 1991.

Richard L Smith
Signature

RICHARD L SMITH
Printed Name

Betty Lou Smith
Signature

BETTY Lou SMITH
Printed Name

Signature

Printed Name

Signature

Printed Name

f1/0610956njg

OR2224 PG3613

RATIFICATION AND APPROVAL OF ASSIGNMENT AND ACCEPTANCE OF RIGHTS AND DUTIES AS THE SUCCESSOR DECLARANT UNDER THE MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HUNTERS RIDGE DATED APRIL 8, 1991

The undersigned Lot or Site owner hereby certifies and agrees as follows:

1. That the undersigned is/are the sole owner of the following described Lot or Site in the Hunters Ridge Development.

Lot/Site # 2 Block/Tract # A

2. That each of the undersigned has received a copy of the written document entitled "Assignment and Acceptance of Rights and Duties as the Successor Declarant under the Master Declaration of Covenants, Conditions and Restrictions for Hunters Ridge" which is dated the 8th day of April, 1991 (herein called the "Assignment").

3. That each of the undersigned hereby ratifies and approves the terms and provisions of said Assignment.

Dated the 8th day of April, 1991.

Wesley J. Soerens
Signature

Wesley J. Soerens
Printed Name

Karen C. Soerens
Signature

Karen E. Soerens
Printed Name

_____
Signature

_____
Printed Name

_____
Signature

_____
Printed Name

f1/0610956njg

OR2224 PG3614

RATIFICATION AND APPROVAL OF ASSIGNMENT AND ACCEPTANCE OF RIGHTS AND DUTIES AS THE SUCCESSOR DECLARANT UNDER THE MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HUNTERS RIDGE DATED APRIL 8, 1991

The undersigned Lot or Site owner hereby certifies and agrees as follows:

1. That the undersigned is/are the sole owner of the following described Lot or Site in the Hunters Ridge Development.

Lot/Site # 4 Block/Tract # A

2. That each of the undersigned has received a copy of the written document entitled "Assignment and Acceptance of Rights and Duties as the Successor Declarant under the Master Declaration of Covenants, Conditions and Restrictions for Hunters Ridge" which is dated the 8th day of April, 1991 (herein called the "Assignment").

3. That each of the undersigned hereby ratifies and approves the terms and provisions of said Assignment.

Dated the 15th day of April, 1991.

Gary F. Consorto
Signature

GARY F. CONSORTO
Printed Name

Marilyn A. Consorto
Signature

MARILYN A. CONSORTO
Printed Name

Signature

Printed Name

Signature

Printed Name

OR2224 PG3615

fl/0610956njg

RATIFICATION AND APPROVAL OF ASSIGNMENT AND ACCEPTANCE OF RIGHTS AND DUTIES AS THE SUCCESSOR DECLARANT UNDER THE MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HUNTERS RIDGE DATED APRIL 8, 1991

The undersigned Lot or Site owner hereby certifies and agrees as follows:

1. That the undersigned is/are the sole owner of the following described Lot or Site in the Hunters Ridge Development.

Lot/Site # 5 Block/Tract # A

2. That each of the undersigned has received a copy of the written document entitled "Assignment and Acceptance of Rights and Duties as the Successor Declarant under the Master Declaration of Covenants, Conditions and Restrictions for Hunters Ridge" which is dated the 8th day of April, 1991 (herein called the "Assignment").

3. That each of the undersigned hereby ratifies and approves the terms and provisions of said Assignment.

Dated the 15TH day of April, 1991.

Robert F Dowling Jr.
Signature

Robert F Dowling Jr.
Printed Name

Joahn E. Dowling
Signature

JOAHN E. DOWLING
Printed Name

Signature

Printed Name

Signature

Printed Name

OR2224 PG3616

f1/0610956njg

RATIFICATION AND APPROVAL OF ASSIGNMENT AND ACCEPTANCE OF RIGHTS AND DUTIES AS THE SUCCESSOR DECLARANT UNDER THE MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HUNTERS RIDGE DATED APRIL 8, 1991

The undersigned Lot or Site owner hereby certifies and agrees as follows:

1. That the undersigned is/are the sole owner of the following described Lot or Site in the Hunters Ridge Development.

Lot/Site # 6 Block/Tract # A

2. That each of the undersigned has received a copy of the written document entitled "Assignment and Acceptance of Rights and Duties as the Successor Declarant under the Master Declaration of Covenants, Conditions and Restrictions for Hunters Ridge" which is dated the 8th day of April, 1991 (herein called the "Assignment").

3. That each of the undersigned hereby ratifies and approves the terms and provisions of said Assignment.

Dated the 9TH day of APRIL, 1991.

James F. Best
Signature

JAMES F. BEST
Printed Name

Edythe L. Best
Signature

EDYTHE L. BEST
Printed Name

Signature

Printed Name

Signature

Printed Name

OR2224 PG3617

f1/0610956njg

RATIFICATION AND APPROVAL OF ASSIGNMENT AND ACCEPTANCE OF RIGHTS AND DUTIES AS THE SUCCESSOR DECLARANT UNDER THE MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HUNTERS RIDGE DATED APRIL 8, 1991

The undersigned Lot or Site owner hereby certifies and agrees as follows:

1. That the undersigned is/are the sole owner of the following described Lot or Site in the Hunters Ridge Development.

Lot/~~Site~~ # 7 Block/~~Tract~~ # A

2. That each of the undersigned has received a copy of the written document entitled "Assignment and Acceptance of Rights and Duties as the Successor Declarant under the Master Declaration of Covenants, Conditions and Restrictions for Hunters Ridge" which is dated the 8th day of April, 1991 (herein called the "Assignment").

3. That each of the undersigned hereby ratifies and approves the terms and provisions of said Assignment.

Dated the 9 day of April, 1991.

Charles E Calvert
Signature

CHARLES E. CALVERT
Printed Name

Charlotte B Calvert
Signature

CHARLOTTE B. CALVERT
Printed Name

_____
Signature

_____
Printed Name

_____
Signature

_____
Printed Name

OR2224 PG3618

f1/0610956njg

RATIFICATION AND APPROVAL OF ASSIGNMENT AND ACCEPTANCE OF RIGHTS AND DUTIES AS THE SUCCESSOR DECLARANT UNDER THE MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HUNTERS RIDGE DATED APRIL 8, 1991

The undersigned Lot or Site owner hereby certifies and agrees as follows:

1. That the undersigned is/are the sole owner of the following described Lot or Site in the Hunters Ridge Development.

Lot/Site # 8 Block/Tract # A

2. That each of the undersigned has received a copy of the written document entitled "Assignment and Acceptance of Rights and Duties as the Successor Declarant under the Master Declaration of Covenants, Conditions and Restrictions for Hunters Ridge" which is dated the 8th day of April, 1991 (herein called the "Assignment").

3. That each of the undersigned hereby ratifies and approves the terms and provisions of said Assignment.

Dated the 19th day of April, 1991.

Ronal W Souder
Signature

RONAL W SOUDER
Printed Name

Even A. Souder
Signature

EVEN A SOUDER
Printed Name

Signature

Printed Name

Signature

Printed Name

OR2224 PG3619

f1/0610956njg

RATIFICATION AND APPROVAL OF ASSIGNMENT AND ACCEPTANCE OF RIGHTS AND DUTIES AS THE SUCCESSOR DECLARANT UNDER THE MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HUNTERS RIDGE DATED APRIL 8, 1991

The undersigned Lot or Site owner hereby certifies and agrees as follows:

1. That the undersigned is/are the sole owner of the following described Lot or Site in the Hunters Ridge Development.

Lot/Site # 10 Block/Tract # A

2. That each of the undersigned has received a copy of the written document entitled "Assignment and Acceptance of Rights and Duties as the Successor Declarant under the Master Declaration of Covenants, Conditions and Restrictions for Hunters Ridge" which is dated the 8th day of April, 1991 (herein called the "Assignment").

3. That each of the undersigned hereby ratifies and approves the terms and provisions of said Assignment.

Dated the 12 day of April, 1991.

Neal C. Gould
Signature

Neal C. Gould
Printed Name

Ruth A. Gould
Signature

Ruth A. Gould
Printed Name

Signature

Printed Name

Signature

Printed Name

OR2224 PG3620

f1/0610956njg

RATIFICATION AND APPROVAL OF ASSIGNMENT AND ACCEPTANCE OF RIGHTS AND DUTIES AS THE SUCCESSOR DECLARANT UNDER THE MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HUNTERS RIDGE DATED APRIL 8, 1991

The undersigned Lot or Site owner hereby certifies and agrees as follows:

1. That the undersigned is/are the sole owner of the following described Lot or Site in the Hunters Ridge Development.

Lot/Site # 11 Block/Tract # A

2. That each of the undersigned has received a copy of the written document entitled "Assignment and Acceptance of Rights and Duties as the Successor Declarant under the Master Declaration of Covenants, Conditions and Restrictions for Hunters Ridge" which is dated the 8th day of April, 1991 (herein called the "Assignment").

3. That each of the undersigned hereby ratifies and approves the terms and provisions of said Assignment.

Dated the 16 day of April, 1991.

William A. Morgan
Signature

WILLIAM A. MORGAN
Printed Name

_____
Signature

_____
Printed Name

_____
Signature

_____
Printed Name

_____
Signature

_____
Printed Name

OR2224 PG3621

fl/0610956njg

RATIFICATION AND APPROVAL OF ASSIGNMENT AND ACCEPTANCE OF RIGHTS AND DUTIES AS THE SUCCESSOR DECLARANT UNDER THE MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HUNTERS RIDGE DATED APRIL 8, 1991

The undersigned Lot or Site owner hereby certifies and agrees as follows:

1. That the undersigned is/are the sole owner of the following described Lot or Site in the Hunters Ridge Development.

Lot/Site # 4 Block/Tract # B

2. That each of the undersigned has received a copy of the written document entitled "Assignment and Acceptance of Rights and Duties as the Successor Declarant under the Master Declaration of Covenants, Conditions and Restrictions for Hunters Ridge" which is dated the 8th day of April, 1991 (herein called the "Assignment").

3. That each of the undersigned hereby ratifies and approves the terms and provisions of said Assignment.

Dated the 10TH day of APRIL, 1991.

Signature

JAMES A. ZILLIGEN
Printed Name

Signature

Printed Name

Signature

Printed Name

Signature

Printed Name

f1/0610956njg

OR2224 PG3622

RATIFICATION AND APPROVAL OF ASSIGNMENT AND ACCEPTANCE OF RIGHTS AND DUTIES AS THE SUCCESSOR DECLARANT UNDER THE MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HUNTERS RIDGE DATED APRIL 8, 1991

The undersigned Lot or Site owner hereby certifies and agrees as follows:

1. That the undersigned is/are the sole owner of the following described Lot or Site in the Hunters Ridge Development.

Lot/Site # 6 Block/Tract # B

2. That each of the undersigned has received a copy of the written document entitled "Assignment and Acceptance of Rights and Duties as the Successor Declarant under the Master Declaration of Covenants, Conditions and Restrictions for Hunters Ridge" which is dated the 8th day of April, 1991 (herein called the "Assignment").

3. That each of the undersigned hereby ratifies and approves the terms and provisions of said Assignment.

Dated the 11th day of April, 1991.

Joseph B Gennaro
Signature

JOSEPH B. GENNARO
Printed Name

J'Lene G. Gennaro
Signature

J'Lene A Gennard
Printed Name

_____
Signature

_____
Printed Name

_____
Signature

_____
Printed Name

f1/0610956njg

OR2224 PG3623

RATIFICATION AND APPROVAL OF ASSIGNMENT AND ACCEPTANCE OF RIGHTS AND DUTIES AS THE SUCCESSOR DECLARANT UNDER THE MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HUNTERS RIDGE DATED APRIL 8, 1991

The undersigned Lot or Site owner hereby certifies and agrees as follows:

1. That the undersigned is/are the sole owner of the following described Lot or Site in the Hunters Ridge Development.

Lot/Site # 7 Block/Tract # B

2. That each of the undersigned has received a copy of the written document entitled "Assignment and Acceptance of Rights and Duties as the Successor Declarant under the Master Declaration of Covenants, Conditions and Restrictions for Hunters Ridge" which is dated the 8th day of April, 1991 (herein called the "Assignment").

3. That each of the undersigned hereby ratifies and approves the terms and provisions of said Assignment.

Dated the ____ day of _____, 1991.

Patrick W Quirk
Signature

PATRICK W. QUIRK
Printed Name

Dorothy A Quirk
Signature

DOROTHY A. QUIRK
Printed Name

_____
Signature

_____
Printed Name

_____
Signature

_____
Printed Name

OR2224 PG3624

f1/0610956njg

RATIFICATION AND APPROVAL OF ASSIGNMENT AND ACCEPTANCE OF RIGHTS AND DUTIES AS THE SUCCESSOR DECLARANT UNDER THE MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HUNTERS RIDGE DATED APRIL 8, 1991

The undersigned Lot or Site owner hereby certifies and agrees as follows:

1. That the undersigned is/are the sole owner of the following described Lot or Site in the Hunters Ridge Development.

Lot/Site # 8 Block/Tract # B

2. That each of the undersigned has received a copy of the written document entitled "Assignment and Acceptance of Rights and Duties as the Successor Declarant under the Master Declaration of Covenants, Conditions and Restrictions for Hunters Ridge" which is dated the 8th day of April, 1991 (herein called the "Assignment").

3. That each of the undersigned hereby ratifies and approves the terms and provisions of said Assignment.

Dated the 9th day of April, 1991.

William J. Quinlan Trust
Signature

WILLIAM J QUINLAN TRUST
Printed Name

Janice M. Quinlan, trust
Signature

Janice M. Quinlan, trust
Printed Name

_____
Signature

_____
Printed Name

_____
Signature

_____
Printed Name

OR2224 PG3625

f1/0610956njg

RATIFICATION AND APPROVAL OF ASSIGNMENT AND ACCEPTANCE OF RIGHTS AND DUTIES AS THE SUCCESSOR DECLARANT UNDER THE MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HUNTERS RIDGE DATED APRIL 8, 1991

The undersigned Lot or Site owner hereby certifies and agrees as follows:

1. That the undersigned is/are the sole owner of the following described Lot or Site in the Hunters Ridge Development.

Lot/Site # 11 Block/Tract # B

2. That each of the undersigned has received a copy of the written document entitled "Assignment and Acceptance of Rights and Duties as the Successor Declarant under the Master Declaration of Covenants, Conditions and Restrictions for Hunters Ridge" which is dated the 8th day of April, 1991 (herein called the "Assignment").

3. That each of the undersigned hereby ratifies and approves the terms and provisions of said Assignment.

Dated the 8 day of APRIL, 1991.

John A Bonnema
Signature

JOHN A. BONNEMA
Printed Name

Penny P Bonnema
Signature

Penny P. Bonnema
Printed Name

Signature

Printed Name

Signature

Printed Name

OR2224 PG3626

f1/0610956njg

RATIFICATION AND APPROVAL OF ASSIGNMENT AND ACCEPTANCE OF RIGHTS AND DUTIES AS THE SUCCESSOR DECLARANT UNDER THE MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HUNTERS RIDGE DATED APRIL 8, 1991

The undersigned Lot or Site owner hereby certifies and agrees as follows:

1. That the undersigned is/are the sole owner of the following described Lot or Site in the Hunters Ridge Development.

Lot/Site # 14 Block/Tract # B

2. That each of the undersigned has received a copy of the written document entitled "Assignment and Acceptance of Rights and Duties as the Successor Declarant under the Master Declaration of Covenants, Conditions and Restrictions for Hunters Ridge" which is dated the 8th day of April, 1991 (herein called the "Assignment").

3. That each of the undersigned hereby ratifies and approves the terms and provisions of said Assignment.

Dated the 17 day of APRIL, 1991.

Kim A. Ayers
Signature

KIM A. AYERS
Printed Name

Ruth E. Ayers
Signature

Ruth E. Ayers
Printed Name

Signature

Printed Name

Signature

Printed Name

OR2224 PG3627

f1/0610956njg

RATIFICATION AND APPROVAL OF ASSIGNMENT AND ACCEPTANCE OF RIGHTS AND DUTIES AS THE SUCCESSOR DECLARANT UNDER THE MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HUNTERS RIDGE DATED APRIL 8, 1991

The undersigned Lot or Site owner hereby certifies and agrees as follows:

1. That the undersigned is/are the sole owner of the following described Lot or Site in the Hunters Ridge Development.

Lot/Site # 16 Block/Tract # B

2. That each of the undersigned has received a copy of the written document entitled "Assignment and Acceptance of Rights and Duties as the Successor Declarant under the Master Declaration of Covenants, Conditions and Restrictions for Hunters Ridge" which is dated the 8th day of April, 1991 (herein called the "Assignment").

3. That each of the undersigned hereby ratifies and approves the terms and provisions of said Assignment.

Dated the 9th day of April, 1991.

William Donald Siedlecki
Signature

William Donald Siedlecki
Printed Name

Marceille Siedlecki
Signature

Marceille Siedlecki
Printed Name

_____
Signature

_____
Printed Name

_____
Signature

_____
Printed Name

f1/0610956njg

OR2224 PG3628

RATIFICATION AND APPROVAL OF ASSIGNMENT AND ACCEPTANCE OF RIGHTS AND DUTIES AS THE SUCCESSOR DECLARANT UNDER THE MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HUNTERS RIDGE DATED APRIL 8, 1991

The undersigned Lot or Site owner hereby certifies and agrees as follows:

1. That the undersigned is/are the sole owner of the following described Lot or Site in the Hunters Ridge Development.

Lot/Site # 18 Block/Tract # B

2. That each of the undersigned has received a copy of the written document entitled "Assignment and Acceptance of Rights and Duties as the Successor Declarant under the Master Declaration of Covenants, Conditions and Restrictions for Hunters Ridge" which is dated the 8th day of April, 1991 (herein called the "Assignment").

3. That each of the undersigned hereby ratifies and approves the terms and provisions of said Assignment.

Dated the 8th day of APRIL, 1991.

Signature

JOHN R. FOX
Printed Name

Signature

MARGARET F. FOX
Printed Name

Signature

Printed Name

Signature

Printed Name

OR2224 PG3629

f1/0610956njg

RATIFICATION AND APPROVAL OF ASSIGNMENT AND ACCEPTANCE OF RIGHTS AND DUTIES AS THE SUCCESSOR DECLARANT UNDER THE MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HUNTERS RIDGE DATED APRIL 8, 1991

The undersigned Lot or Site owner hereby certifies and agrees as follows:

1. That the undersigned is/are the sole owner of the following described Lot or Site in the Hunters Ridge Development.

Lot/~~Site~~ # 2 Block/~~Tract~~ # C

2. That each of the undersigned has received a copy of the written document entitled "Assignment and Acceptance of Rights and Duties as the Successor Declarant under the Master Declaration of Covenants, Conditions and Restrictions for Hunters Ridge" which is dated the 8th day of April, 1991 (herein called the "Assignment").

3. That each of the undersigned hereby ratifies and approves the terms and provisions of said Assignment.

Dated the 8 day of APRIL, 1991.

John A. Horner
Signature

John A. HORNER
Printed Name

Betty L Horner
Signature

Betty L. HORNER
Printed Name

Signature

Printed Name

Signature

Printed Name

OR2224 PG3630

fl/0610956njg

RATIFICATION AND APPROVAL OF ASSIGNMENT AND ACCEPTANCE OF RIGHTS AND DUTIES AS THE SUCCESSOR DECLARANT UNDER THE MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HUNTERS RIDGE DATED APRIL 8, 1991

The undersigned Lot or Site owner hereby certifies and agrees as follows:

1. That the undersigned is/are the sole owner of the following described Lot or Site in the Hunters Ridge Development.

Lot/~~Site~~ # 3 Block/~~Tract~~ # C

2. That each of the undersigned has received a copy of the written document entitled "Assignment and Acceptance of Rights and Duties as the Successor Declarant under the Master Declaration of Covenants, Conditions and Restrictions for Hunters Ridge" which is dated the 8th day of April, 1991 (herein called the "Assignment").

3. That each of the undersigned hereby ratifies and approves the terms and provisions of said Assignment.

Dated the 9th day of April, 1991.

Lee A Mitchell
Signature

Lee A. Mitchell
Printed Name

Marion B. Mitchell
Signature

Marion B. Mitchell
Printed Name

Signature

Printed Name

Signature

Printed Name

OR2224 PG3631

f1/0610956njg

RATIFICATION AND APPROVAL OF ASSIGNMENT AND ACCEPTANCE OF RIGHTS AND DUTIES AS THE SUCCESSOR DECLARANT UNDER THE MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HUNTERS RIDGE DATED APRIL 8, 1991

The undersigned Lot or Site owner hereby certifies and agrees as follows:

1. That the undersigned is/are the sole owner of the following described Lot or Site in the Hunters Ridge Development.

12609 Hunters Ridge Dr Lot/~~Site~~ # 4 Block/~~Tract~~ # C

2. That each of the undersigned has received a copy of the written document entitled "Assignment and Acceptance of Rights and Duties as the Successor Declarant under the Master Declaration of Covenants, Conditions and Restrictions for Hunters Ridge" which is dated the 8th day of April, 1991 (herein called the "Assignment").

3. That each of the undersigned hereby ratifies and approves the terms and provisions of said Assignment.

Dated the 9 day of APRIL, 1991.

Horace W. Smith
Signature

HORACE W. SMITH
Printed Name

Laura P. Smith
Signature

LAURA P. SMITH
Printed Name

_____
Signature

_____
Printed Name

_____
Signature

_____
Printed Name

OR2224 PG3632

fl/0610956njg

RATIFICATION AND APPROVAL OF ASSIGNMENT AND ACCEPTANCE OF RIGHTS AND DUTIES AS THE SUCCESSOR DECLARANT UNDER THE MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HUNTERS RIDGE DATED APRIL 8, 1991

The undersigned Lot or Site owner hereby certifies and agrees as follows:

1. That the undersigned is/are the sole owner of the following described Lot or Site in the Hunters Ridge Development.

Lot/Site # 5 Block/Tract # C

2. That each of the undersigned has received a copy of the written document entitled "Assignment and Acceptance of Rights and Duties as the Successor Declarant under the Master Declaration of Covenants, Conditions and Restrictions for Hunters Ridge" which is dated the 8th day of April, 1991 (herein called the "Assignment").

3. That each of the undersigned hereby ratifies and approves the terms and provisions of said Assignment.

Dated the 10th day of April, 1991.

William W. Keethler
Signature

WILLIAM W. KEETHLER
Printed Name

Shirley M. Keethler
Signature

SHIRLEY M. KEETHLER
Printed Name

Signature

Printed Name

Signature

Printed Name

OR2224 PG3633

f1/0610956njg

RATIFICATION AND APPROVAL OF ASSIGNMENT AND ACCEPTANCE OF RIGHTS AND DUTIES AS THE SUCCESSOR DECLARANT UNDER THE MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HUNTERS RIDGE DATED APRIL 8, 1991

The undersigned Lot or Site owner hereby certifies and agrees as follows:

1. That the undersigned is/are the sole owner of the following described Lot or Site in the Hunters Ridge Development.

Lot/Site # 6 Block/Tract # C

2. That each of the undersigned has received a copy of the written document entitled "Assignment and Acceptance of Rights and Duties as the Successor Declarant under the Master Declaration of Covenants, Conditions and Restrictions for Hunters Ridge" which is dated the 8th day of April, 1991 (herein called the "Assignment").

3. That each of the undersigned hereby ratifies and approves the terms and provisions of said Assignment.

Dated the 8th day of April, 1991.

Charles A Weller
Signature

CHARLES A. WELLER
Printed Name

Claire C Weller
Signature

CLAIRE C. WELLER
Printed Name

Signature

Printed Name

Signature

Printed Name

OR2224 PG3634

f1/0610956njg

RATIFICATION AND APPROVAL OF ASSIGNMENT AND ACCEPTANCE OF RIGHTS AND DUTIES AS THE SUCCESSOR DECLARANT UNDER THE MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HUNTERS RIDGE DATED APRIL 8, 1991

The undersigned Lot or Site owner hereby certifies and agrees as follows:

1. That the undersigned is/are the sole owner of the following described Lot or Site in the Hunters Ridge Development.

Lot/Site # 7 Block/Tract # C

2. That each of the undersigned has received a copy of the written document entitled "Assignment and Acceptance of Rights and Duties as the Successor Declarant under the Master Declaration of Covenants, Conditions and Restrictions for Hunters Ridge" which is dated the 8th day of April, 1991 (herein called the "Assignment").

3. That each of the undersigned hereby ratifies and approves the terms and provisions of said Assignment.

Dated the 9 day of APRIL, 1991.

Donald K Fordham
Signature

DONALD K. FORDHAM
Printed Name

Joanne Fordham
Signature

JOANNE FORDHAM
Printed Name

Signature

Printed Name

Signature

Printed Name

OR2224 PG3635

f1/06 10956njg

RATIFICATION AND APPROVAL OF ASSIGNMENT AND ACCEPTANCE OF RIGHTS AND DUTIES AS THE SUCCESSOR DECLARANT UNDER THE MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HUNTERS RIDGE DATED APRIL 8, 1991

The undersigned Lot or Site owner hereby certifies and agrees as follows:

1. That the undersigned is/are the sole owner of the following described Lot or Site in the Hunters Ridge Development.

Lot/Site # 8 Block/Tract # C

2. That each of the undersigned has received a copy of the written document entitled "Assignment and Acceptance of Rights and Duties as the Successor Declarant under the Master Declaration of Covenants, Conditions and Restrictions for Hunters Ridge" which is dated the 8th day of April, 1991 (herein called the "Assignment").

3. That each of the undersigned hereby ratifies and approves the terms and provisions of said Assignment.

Dated the 9 day of APRIL, 1991.

James F. Pichiotino
Signature

JAMES F. PICHIOTINO
Printed Name

Lelah J. Pichiotino
Signature

LELAH J. PICHIOTINO
Printed Name

Signature

Printed Name

Signature

Printed Name

OR2224 PG3636

f1/0610956njg

RATIFICATION AND APPROVAL OF ASSIGNMENT AND ACCEPTANCE OF RIGHTS AND DUTIES AS THE SUCCESSOR DECLARANT UNDER THE MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HUNTERS RIDGE DATED APRIL 8, 1991

The undersigned Lot or Site owner hereby certifies and agrees as follows:

1. That the undersigned is/are the sole owner of the following described Lot or Site in the Hunters Ridge Development.

Lot/Site # 9 Block/Tract # C

2. That each of the undersigned has received a copy of the written document entitled "Assignment and Acceptance of Rights and Duties as the Successor Declarant under the Master Declaration of Covenants, Conditions and Restrictions for Hunters Ridge" which is dated the 8th day of April, 1991 (herein called the "Assignment").

3. That each of the undersigned hereby ratifies and approves the terms and provisions of said Assignment.

Dated the 8 day of April, 1991.

Frank X. Meier
Signature

FRANK X. MEIER
Printed Name

Suzanne Meier
Signature

SUZANNE MEIER
Printed Name

Signature

Printed Name

Signature

Printed Name

OR2224 PG3637

f1/0610956njg

RATIFICATION AND APPROVAL OF ASSIGNMENT AND ACCEPTANCE OF RIGHTS AND DUTIES AS THE SUCCESSOR DECLARANT UNDER THE MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HUNTERS RIDGE DATED APRIL 8, 1991

The undersigned Lot or Site owner hereby certifies and agrees as follows:

1. That the undersigned is/are the sole owner of the following described Lot or Site in the Hunters Ridge Development.

Lot/~~SXXXX~~ # 13 Block/~~XXXXX~~ # C

2. That each of the undersigned has received a copy of the written document entitled "Assignment and Acceptance of Rights and Duties as the Successor Declarant under the Master Declaration of Covenants, Conditions and Restrictions for Hunters Ridge" which is dated the 8th day of April, 1991 (herein called the "Assignment").

3. That each of the undersigned hereby ratifies and approves the terms and provisions of said Assignment.

Dated the ____ day of _____, 1991.

For Thomas Galt, Inc.

By: _____
Signature

Thomas J. Poelker
Vice President/Secretary/Treasurer
Printed Name

_____
Signature

_____
Printed Name

_____
Signature

_____
Printed Name

_____
Signature

_____
Printed Name

f1/0610956njg

OR2224 PG3638

RATIFICATION AND APPROVAL OF ASSIGNMENT AND ACCEPTANCE OF RIGHTS AND DUTIES AS THE SUCCESSOR DECLARANT UNDER THE MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HUNTERS RIDGE DATED APRIL 8, 1991

The undersigned Lot or Site owner hereby certifies and agrees as follows:

1. That the undersigned is/are the sole owner of the following described Lot or Site in the Hunters Ridge Development.

Lot/~~Site~~ # 14 Block/~~Tract~~ # C

2. That each of the undersigned has received a copy of the written document entitled "Assignment and Acceptance of Rights and Duties as the Successor Declarant under the Master Declaration of Covenants, Conditions and Restrictions for Hunters Ridge" which is dated the 8th day of April, 1991 (herein called the "Assignment").

3. That each of the undersigned hereby ratifies and approves the terms and provisions of said Assignment.

Dated the ____ day of _____, 1991.

For Thomas Galt, Inc.

By: _____
Signature

Thomas J. Poelker
Printed Name

Vice President/Secretary/Treasurer

_____
Signature

_____
Printed Name

_____
Signature

_____
Printed Name

_____
Signature

_____
Printed Name

OR2224 PG3639

fl/0610956njg

RATIFICATION AND APPROVAL OF ASSIGNMENT AND ACCEPTANCE OF RIGHTS AND DUTIES AS THE SUCCESSOR DECLARANT UNDER THE MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HUNTERS RIDGE DATED APRIL 8, 1991

The undersigned Lot or Site owner hereby certifies and agrees as follows:

1. That the undersigned is/are the sole owner of the following described Lot or Site in the Hunters Ridge Development.

~~Lot~~/Site # 1 ~~Block~~/Tract # C

2. That each of the undersigned has received a copy of the written document entitled "Assignment and Acceptance of Rights and Duties as the Successor Declarant under the Master Declaration of Covenants, Conditions and Restrictions for Hunters Ridge" which is dated the 8th day of April, 1991 (herein called the "Assignment").

3. That each of the undersigned hereby ratifies and approves the terms and provisions of said Assignment.

Dated the 22 day of APRIL, 1991.

Mary Fiore
Signature

MARY FIORE
Printed Name

Signature

Printed Name

Signature

Printed Name

Signature

Printed Name

OR2224 PG3640

f1/0610956njg

RATIFICATION AND APPROVAL OF ASSIGNMENT AND ACCEPTANCE OF RIGHTS AND DUTIES AS THE SUCCESSOR DECLARANT UNDER THE MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HUNTERS RIDGE DATED APRIL 8, 1991

The undersigned Lot or Site owner hereby certifies and agrees as follows:

1. That the undersigned is/are the sole owner of the following described Lot or Site in the Hunters Ridge Development.

~~Lot~~/Site # 3 ~~Block~~/Tract # C

2. That each of the undersigned has received a copy of the written document entitled "Assignment and Acceptance of Rights and Duties as the Successor Declarant under the Master Declaration of Covenants, Conditions and Restrictions for Hunters Ridge" which is dated the 8th day of April, 1991 (herein called the "Assignment").

3. That each of the undersigned hereby ratifies and approves the terms and provisions of said Assignment.

Dated the 9 day of April, 1991.

Robert E Richardson Jr
Signature

Robert E Richardson Jr
Printed Name

Signature

Printed Name

Signature

Printed Name

Signature

Printed Name

OR2224 PG3641

f1/0610956njg

RATIFICATION AND APPROVAL OF ASSIGNMENT AND ACCEPTANCE OF RIGHTS AND DUTIES AS THE SUCCESSOR DECLARANT UNDER THE MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HUNTERS RIDGE DATED APRIL 8, 1991

The undersigned Lot or Site owner hereby certifies and agrees as follows:

1. That the undersigned is/are the sole owner of the following described Lot or Site in the Hunters Ridge Development.

~~Lot~~/Site # 4 ~~Block~~/Tract # C

2. That each of the undersigned has received a copy of the written document entitled "Assignment and Acceptance of Rights and Duties as the Successor Declarant under the Master Declaration of Covenants, Conditions and Restrictions for Hunters Ridge" which is dated the 8th day of April, 1991 (herein called the "Assignment").

3. That each of the undersigned hereby ratifies and approves the terms and provisions of said Assignment.

Dated the 8th day of April, 1991.

John S Skemp MD
Signature

John T. Skemp
Printed Name

Ethel H. Skemp
Signature

Ethel H. Skemp
Printed Name

Signature

Printed Name

Signature

Printed Name

OR2224 PG3642

f1/0610956njg

RATIFICATION AND APPROVAL OF ASSIGNMENT AND ACCEPTANCE OF RIGHTS AND DUTIES AS THE SUCCESSOR DECLARANT UNDER THE MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HUNTERS RIDGE DATED APRIL 8, 1991

The undersigned Lot or Site owner hereby certifies and agrees as follows:

1. That the undersigned is/are the sole owner of the following described Lot or Site in the Hunters Ridge Development.

Lot/Site # 5 Block/Tract # C

2. That each of the undersigned has received a copy of the written document entitled "Assignment and Acceptance of Rights and Duties as the Successor Declarant under the Master Declaration of Covenants, Conditions and Restrictions for Hunters Ridge" which is dated the 8th day of April, 1991 (herein called the "Assignment").

3. That each of the undersigned hereby ratifies and approves the terms and provisions of said Assignment.

Dated the 8 day of April 1991.

Norman J. Petelik
Signature

NORMAN J. PETELIK
Printed Name

Mary M. Petelik
Signature

Mary M. Petelik
Printed Name

Signature

Printed Name

Signature

Printed Name

OR2224 PG3643

f1/0610956njg

RATIFICATION AND APPROVAL OF ASSIGNMENT AND ACCEPTANCE OF RIGHTS AND DUTIES AS THE SUCCESSOR DECLARANT UNDER THE MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HUNTERS RIDGE DATED APRIL 8, 1991

The undersigned Lot or Site owner hereby certifies and agrees as follows:

1. That the undersigned is/are the sole owner of the following described Lot or Site in the Hunters Ridge Development.

~~Lot~~/Site # 6 ~~Block~~/Tract # C

2. That each of the undersigned has received a copy of the written document entitled "Assignment and Acceptance of Rights and Duties as the Successor Declarant under the Master Declaration of Covenants, Conditions and Restrictions for Hunters Ridge" which is dated the 8th day of April, 1991 (herein called the "Assignment").

3. That each of the undersigned hereby ratifies and approves the terms and provisions of said Assignment.

Dated the 15th day of April, 1991.

/s/ Harold E. King
Signature

HAROLD E. KING
Printed Name

Ann F. King
Signature

ANN F. KING
Printed Name

Signature

Printed Name

Signature

Printed Name

f1/0610956njg

OR2224 PG3644

RATIFICATION AND APPROVAL OF ASSIGNMENT AND ACCEPTANCE OF RIGHTS AND DUTIES AS THE SUCCESSOR DECLARANT UNDER THE MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HUNTERS RIDGE DATED APRIL 8, 1991

The undersigned Lot or Site owner hereby certifies and agrees as follows:

1. That the undersigned is/are the sole owner of the following described Lot or Site in the Hunters Ridge Development.

~~Lot~~/Site # 7 ~~Block~~/Tract # C

2. That each of the undersigned has received a copy of the written document entitled "Assignment and Acceptance of Rights and Duties as the Successor Declarant under the Master Declaration of Covenants, Conditions and Restrictions for Hunters Ridge" which is dated the 8th day of April, 1991 (herein called the "Assignment").

3. That each of the undersigned hereby ratifies and approves the terms and provisions of said Assignment.

Dated the 11th day of April, 1991.

John G. Blose
Signature

JOHN G. BLOSE
Printed Name

Catherine D. Blose
Signature

CATHERINE BLOSE
Printed Name

Signature

Printed Name

Signature

Printed Name

OR2224 PG3645

f1/0610956njg

RATIFICATION AND APPROVAL OF ASSIGNMENT AND ACCEPTANCE OF RIGHTS AND DUTIES AS THE SUCCESSOR DECLARANT UNDER THE MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HUNTERS RIDGE DATED APRIL 8, 1991

The undersigned Lot or Site owner hereby certifies and agrees as follows:

1. That the undersigned is/are the sole owner of the following described Lot or Site in the Hunters Ridge Development.

~~Lot~~/Site # 8 ~~Block~~/Tract # C

2. That each of the undersigned has received a copy of the written document entitled "Assignment and Acceptance of Rights and Duties as the Successor Declarant under the Master Declaration of Covenants, Conditions and Restrictions for Hunters Ridge" which is dated the 8th day of April, 1991 (herein called the "Assignment").

3. That each of the undersigned hereby ratifies and approves the terms and provisions of said Assignment.

Dated the 10th day of April, 1991.

James J. McHugh
Signature

James J. McHugh
Printed Name

Eileen M. McHugh
Signature

Eileen M. McHugh
Printed Name

Signature

Printed Name

Signature

Printed Name

OR2224 PG3646

f1/0610956njg

RATIFICATION AND APPROVAL OF ASSIGNMENT AND ACCEPTANCE OF RIGHTS AND DUTIES AS THE SUCCESSOR DECLARANT UNDER THE MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HUNTERS RIDGE DATED APRIL 8, 1991

The undersigned Lot or Site owner hereby certifies and agrees as follows:

1. That the undersigned is/are the sole owner of the following described Lot or Site in the Hunters Ridge Development.

~~Lot~~/Site # 9 ~~Block~~/Tract # C

2. That each of the undersigned has received a copy of the written document entitled "Assignment and Acceptance of Rights and Duties as the Successor Declarant under the Master Declaration of Covenants, Conditions and Restrictions for Hunters Ridge" which is dated the 8th day of April, 1991 (herein called the "Assignment").

3. That each of the undersigned hereby ratifies and approves the terms and provisions of said Assignment.

Dated the ____ day of _____, 1991.

Harry A McGill
Signature

HARRY A. MCGILL
Printed Name

Dorothy A McGill
Signature

DOROTHY A. MCGILL
Printed Name

_____
Signature

_____
Printed Name

_____
Signature

_____
Printed Name

f1/0610956njg

OR2224 PG3647

RATIFICATION AND APPROVAL OF ASSIGNMENT AND ACCEPTANCE OF RIGHTS AND DUTIES AS THE SUCCESSOR DECLARANT UNDER THE MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HUNTERS RIDGE DATED APRIL 8, 1991

The undersigned Lot or Site owner hereby certifies and agrees as follows:

1. That the undersigned is/are the sole owner of the following described Lot or Site in the Hunters Ridge Development.

Lot/Site # VILLA 2 Block/Tract # D

2. That each of the undersigned has received a copy of the written document entitled "Assignment and Acceptance of Rights and Duties as the Successor Declarant under the Master Declaration of Covenants, Conditions and Restrictions for Hunters Ridge" which is dated the 8th day of April, 1991 (herein called the "Assignment").

3. That each of the undersigned hereby ratifies and approves the terms and provisions of said Assignment.

Dated the 16th day of April, 1991.

Chris Rigsby
Signature

CHRIS RIGSBY
Printed Name

Janet Rigsby
Signature

Janet Rigsby
Printed Name

Signature

Printed Name

Signature

Printed Name

OR2224 PG3648

f1/0610956njg

RATIFICATION AND APPROVAL OF ASSIGNMENT AND ACCEPTANCE OF RIGHTS AND DUTIES AS THE SUCCESSOR DECLARANT UNDER THE MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HUNTERS RIDGE DATED APRIL 8, 1991

The undersigned Lot or Site owner hereby certifies and agrees as follows:

1. That the undersigned is/are the sole owner of the following described Lot or Site in the Hunters Ridge Development.

~~Lot~~/Site # 3 ~~Block~~/Tract # D

2. That each of the undersigned has received a copy of the written document entitled "Assignment and Acceptance of Rights and Duties as the Successor Declarant under the Master Declaration of Covenants, Conditions and Restrictions for Hunters Ridge" which is dated the 8th day of April, 1991 (herein called the "Assignment").

3. That each of the undersigned hereby ratifies and approves the terms and provisions of said Assignment.

Dated the 9th day of APRIL, 1991.

Frank P Lawrence
Signature

FRANK C. LAWRENCE
Printed Name

Jeanne C. Lawrence
Signature

Jeanne C. Lawrence
Printed Name

_____
Signature

_____
Printed Name

_____
Signature

_____
Printed Name

f1/0610956njg

OR2224 PG3649

RATIFICATION AND APPROVAL OF ASSIGNMENT AND ACCEPTANCE OF RIGHTS AND DUTIES AS THE SUCCESSOR DECLARANT UNDER THE MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HUNTERS RIDGE DATED APRIL 8, 1991

The undersigned Lot or Site owner hereby certifies and agrees as follows:

1. That the undersigned is/are the sole owner of the following described Lot or Site in the Hunters Ridge Development.

~~Lot~~/Site # 4 ~~Block~~/Tract # D

2. That each of the undersigned has received a copy of the written document entitled "Assignment and Acceptance of Rights and Duties as the Successor Declarant under the Master Declaration of Covenants, Conditions and Restrictions for Hunters Ridge" which is dated the 8th day of April, 1991 (herein called the "Assignment").

3. That each of the undersigned hereby ratifies and approves the terms and provisions of said Assignment.

Dated the 14TH day of April, 1991.

Gaylerd F. Wineriter
Signature

Gaylerd F. Wineriter
Printed Name

Virginia J. Wineriter
Signature

Virginia Wineriter
Printed Name

_____
Signature

_____
Printed Name

_____
Signature

_____
Printed Name

OR2224 PG3650

f1/0610956njg

RATIFICATION AND APPROVAL OF ASSIGNMENT AND ACCEPTANCE OF RIGHTS AND DUTIES AS THE SUCCESSOR DECLARANT UNDER THE MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HUNTERS RIDGE DATED APRIL 8, 1991

The undersigned Lot or Site owner hereby certifies and agrees as follows:

1. That the undersigned is/are the sole owner of the following described Lot or Site in the Hunters Ridge Development.

~~Lot~~/Site # 6 ~~Block~~/Tract # D

2. That each of the undersigned has received a copy of the written document entitled "Assignment and Acceptance of Rights and Duties as the Successor Declarant under the Master Declaration of Covenants, Conditions and Restrictions for Hunters Ridge" which is dated the 8th day of April, 1991 (herein called the "Assignment").

3. That each of the undersigned hereby ratifies and approves the terms and provisions of said Assignment.

Dated the 16 day of April, 1991.

Henry T. Phelan
Signature

HENRY T. PHELAN
Printed Name

Carolyn J. Phelan
Signature

CAROLYN J. PHELAN
Printed Name

Signature

Printed Name

Signature

Printed Name

OR2224 PG365

f1/0610956njg

RATIFICATION AND APPROVAL OF ASSIGNMENT AND ACCEPTANCE OF RIGHTS AND DUTIES AS THE SUCCESSOR DECLARANT UNDER THE MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HUNTERS RIDGE DATED APRIL 8, 1991

The undersigned Lot or Site owner hereby certifies and agrees as follows:

1. That the undersigned is/are the sole owner of the following described Lot or Site in the Hunters Ridge Development.

~~Lot~~/Site # 7 ~~Block~~/Tract # D

2. That each of the undersigned has received a copy of the written document entitled "Assignment and Acceptance of Rights and Duties as the Successor Declarant under the Master Declaration of Covenants, Conditions and Restrictions for Hunters Ridge" which is dated the 8th day of April, 1991 (herein called the "Assignment").

3. That each of the undersigned hereby ratifies and approves the terms and provisions of said Assignment.

Dated the 11 day of APRIL, 1991.

Robert P. Kelling
Signature

ROBERT P. KELLING
Printed Name

Betty J. Kelling
Signature

Betty J. Kelling
Printed Name

Signature

Printed Name

Signature

Printed Name

OR2224 PG3652

f1/0610956njg

RATIFICATION AND APPROVAL OF ASSIGNMENT AND ACCEPTANCE OF RIGHTS AND DUTIES AS THE SUCCESSOR DECLARANT UNDER THE MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HUNTERS RIDGE DATED APRIL 8, 1991

The undersigned Lot or Site owner hereby certifies and agrees as follows:

1. That the undersigned is/are the sole owner of the following described Lot or Site in the Hunters Ridge Development.

~~Lot~~/Site # 8 ~~Block~~/Tract # D

2. That each of the undersigned has received a copy of the written document entitled "Assignment and Acceptance of Rights and Duties as the Successor Declarant under the Master Declaration of Covenants, Conditions and Restrictions for Hunters Ridge" which is dated the 8th day of April, 1991 (herein called the "Assignment").

3. That each of the undersigned hereby ratifies and approves the terms and provisions of said Assignment.

Dated the 9 day of April, 1991.

Robert R. Bernard
Signature

Robert R. Bernard
Printed Name

Frances H. Bernard
Signature

Frances H. Bernard
Printed Name

_____
Signature

_____
Printed Name

_____
Signature

_____
Printed Name

f1/0610956njg

OR2224 PG3653

RATIFICATION AND APPROVAL OF ASSIGNMENT AND ACCEPTANCE OF RIGHTS AND DUTIES AS THE SUCCESSOR DECLARANT UNDER THE MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HUNTERS RIDGE DATED APRIL 8, 1991

The undersigned Lot or Site owner hereby certifies and agrees as follows:

1. That the undersigned is/are the sole owner of the following described Lot or Site in the Hunters Ridge Development.

~~Lot~~/Site # 10 ~~Block~~/Tract # D

2. That each of the undersigned has received a copy of the written document entitled "Assignment and Acceptance of Rights and Duties as the Successor Declarant under the Master Declaration of Covenants, Conditions and Restrictions for Hunters Ridge" which is dated the 8th day of April, 1991 (herein called the "Assignment").

3. That each of the undersigned hereby ratifies and approves the terms and provisions of said Assignment.

Dated the 17th day of April, 1991.

Donald L Volkert
Signature

DONALD L. VOLKERT
Printed Name

Helen B. Volkert
Signature

HELEN B. VOLKERT
Printed Name

Signature

Printed Name

Signature

Printed Name

OR2224 PG3654

f1/0610956njg

RATIFICATION AND APPROVAL OF ASSIGNMENT AND ACCEPTANCE OF RIGHTS AND DUTIES AS THE SUCCESSOR DECLARANT UNDER THE MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HUNTERS RIDGE DATED APRIL 8, 1991

The undersigned Lot or Site owner hereby certifies and agrees as follows:

1. That the undersigned is/are the sole owner of the following described Lot or Site in the Hunters Ridge Development.

~~Lot~~/Site # 11 ~~Block~~/Tract # D

2. That each of the undersigned has received a copy of the written document entitled "Assignment and Acceptance of Rights and Duties as the Successor Declarant under the Master Declaration of Covenants, Conditions and Restrictions for Hunters Ridge" which is dated the 8th day of April, 1991 (herein called the "Assignment").

3. That each of the undersigned hereby ratifies and approves the terms and provisions of said Assignment.

Dated the 15 day of APRIL, 1991.

Andrew C. Cascarano
Signature

ANDREW C. CASCARANO
Printed Name

Laurann G. Cascarano
Signature

LAURANN G. CASCARANO
Printed Name

_____
Signature

_____
Printed Name

_____
Signature

_____
Printed Name

f1/0610956njg

OR2224 PG3655

RATIFICATION AND APPROVAL OF ASSIGNMENT AND ACCEPTANCE OF RIGHTS AND DUTIES AS THE SUCCESSOR DECLARANT UNDER THE MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HUNTERS RIDGE DATED APRIL 8, 1991

The undersigned Lot or Site owner hereby certifies and agrees as follows:

1. That the undersigned is/are the sole owner of the following described Lot or Site in the Hunters Ridge Development.

~~Lot~~/Site # 12 ~~Block~~/Tract # D

2. That each of the undersigned has received a copy of the written document entitled "Assignment and Acceptance of Rights and Duties as the Successor Declarant under the Master Declaration of Covenants, Conditions and Restrictions for Hunters Ridge" which is dated the 8th day of April, 1991 (herein called the "Assignment").

3. That each of the undersigned hereby ratifies and approves the terms and provisions of said Assignment.

Dated the ____ day of _____, 1991.

Joseph Mari
Signature

JOSEPH MARI
Printed Name

_____
Signature

_____
Printed Name

_____
Signature

_____
Printed Name

_____
Signature

_____
Printed Name

f1/0610956njg

OR2224 PG3656

RATIFICATION AND APPROVAL OF ASSIGNMENT AND ACCEPTANCE OF RIGHTS AND DUTIES AS THE SUCCESSOR DECLARANT UNDER THE MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HUNTERS RIDGE DATED APRIL 8, 1991

The undersigned Lot or Site owner hereby certifies and agrees as follows:

1. That the undersigned is/~~are~~ the sole owner of the following described Lot or Site in the Hunters Ridge Development.

UNIT
~~Lot~~/~~Site~~ # 14 ~~Block~~/Tract # D

2. That each of the undersigned has received a copy of the written document entitled "Assignment and Acceptance of Rights and Duties as the Successor Declarant under the Master Declaration of Covenants, Conditions and Restrictions for Hunters Ridge" which is dated the 8th day of April, 1991 (herein called the "Assignment").

3. That each of the undersigned hereby ratifies and approves the terms and provisions of said Assignment.

Dated the 17 day of April, 1991.

Janet C. Davis
Signature

JANET C. DAVIS As Trustee under Trust
Printed Name
Agreement dated 12/13/87

Signature

Printed Name

Signature

Printed Name

Signature

Printed Name

OR2224 PG3657

f1/D610956njg

RATIFICATION AND APPROVAL OF ASSIGNMENT AND ACCEPTANCE OF RIGHTS AND DUTIES AS THE SUCCESSOR DECLARANT UNDER THE MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HUNTERS RIDGE DATED APRIL 8, 1991

The undersigned Lot or Site owner hereby certifies and agrees as follows:

1. That the undersigned is/are the sole owner of the following described Lot or Site in the Hunters Ridge Development.

~~Lot~~/Site # 15 ~~Block~~/Tract # D

2. That each of the undersigned has received a copy of the written document entitled "Assignment and Acceptance of Rights and Duties as the Successor Declarant under the Master Declaration of Covenants, Conditions and Restrictions for Hunters Ridge" which is dated the 8th day of April, 1991 (herein called the "Assignment").

3. That each of the undersigned hereby ratifies and approves the terms and provisions of said Assignment.

Dated the 15th day of April, 1991.

Jerry F. Naples
Signature

JERRY F. NAPLES
Printed Name

Marie M. Naples
Signature

MARIE M. NAPLES
Printed Name

Signature

Printed Name

Signature

Printed Name

OR2224 PG3658

f1/0610956njg

RATIFICATION AND APPROVAL OF ASSIGNMENT AND ACCEPTANCE OF RIGHTS AND DUTIES AS THE SUCCESSOR DECLARANT UNDER THE MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HUNTERS RIDGE DATED APRIL 8, 1991

The undersigned Lot or Site owner hereby certifies and agrees as follows:

1. That the undersigned is/are the sole owner of the following described Lot or Site in the Hunters Ridge Development.

~~Lot~~/Site # 16 ~~Block~~/Tract # D

2. That each of the undersigned has received a copy of the written document entitled "Assignment and Acceptance of Rights and Duties as the Successor Declarant under the Master Declaration of Covenants, Conditions and Restrictions for Hunters Ridge" which is dated the 8th day of April, 1991 (herein called the "Assignment").

3. That each of the undersigned hereby ratifies and approves the terms and provisions of said Assignment.

Dated the 12 day of April, 1991.

Signature

ROBERT F. NAPLES
Printed Name

Signature

FRANCES L. NAPLES
Printed Name

Signature

Printed Name

Signature

Printed Name

OR2224 PG3659

f1/0610956njg

RATIFICATION AND APPROVAL OF ASSIGNMENT AND ACCEPTANCE OF RIGHTS AND DUTIES AS THE SUCCESSOR DECLARANT UNDER THE MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HUNTERS RIDGE DATED APRIL 8, 1991

The undersigned Lot or Site owner hereby certifies and agrees as follows:

1. That the undersigned is/are the sole owner of the following described Lot or Site in the Hunters Ridge Development.

~~Lot~~/Site # 17 ~~Block~~/Tract # D

2. That each of the undersigned has received a copy of the written document entitled "Assignment and Acceptance of Rights and Duties as the Successor Declarant under the Master Declaration of Covenants, Conditions and Restrictions for Hunters Ridge" which is dated the 8th day of April, 1991 (herein called the "Assignment").

3. That each of the undersigned hereby ratifies and approves the terms and provisions of said Assignment.

Dated the ____ day of _____, 1991.

David Smith
Signature

David Smith
Printed Name

Martha Smith
Signature

Martha Smith
Printed Name

_____
Signature

_____
Printed Name

_____
Signature

_____
Printed Name

OR2224 PG3660

t1/0610956njg

RATIFICATION AND APPROVAL OF ASSIGNMENT AND ACCEPTANCE OF RIGHTS AND DUTIES AS THE SUCCESSOR DECLARANT UNDER THE MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HUNTERS RIDGE DATED APRIL 8, 1991

The undersigned Lot or Site owner hereby certifies and agrees as follows:

1. That the undersigned is/are the sole owner of the following described Lot or Site in the Hunters Ridge Development.

~~Lot~~/Site # 18 ~~Block~~/Tract # D

2. That each of the undersigned has received a copy of the written document entitled "Assignment and Acceptance of Rights and Duties as the Successor Declarant under the Master Declaration of Covenants, Conditions and Restrictions for Hunters Ridge" which is dated the 8th day of April, 1991 (herein called the "Assignment").

3. That each of the undersigned hereby ratifies and approves the terms and provisions of said Assignment.

Dated the 9 day of APRIL, 1991.

Signature

JACK W. FAUL
Printed Name

Signature

RUTH M. FAUL
Printed Name

Signature

Printed Name

Signature

Printed Name

OR2224 PG3661

f1/0610956njg

RATIFICATION AND APPROVAL OF ASSIGNMENT AND ACCEPTANCE OF RIGHTS AND DUTIES AS THE SUCCESSOR DECLARANT UNDER THE MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HUNTERS RIDGE DATED APRIL 8, 1991

The undersigned Lot or Site owner hereby certifies and agrees as follows:

1. That the undersigned is/are the sole owner of the following described Lot or Site in the Hunters Ridge Development.

~~Lot~~/Site # 19D ~~Block~~/Tract # D

2. That each of the undersigned has received a copy of the written document entitled "Assignment and Acceptance of Rights and Duties as the Successor Declarant under the Master Declaration of Covenants, Conditions and Restrictions for Hunters Ridge" which is dated the 8th day of April, 1991 (herein called the "Assignment").

3. That each of the undersigned hereby ratifies and approves the terms and provisions of said Assignment.

Dated the 11th day of April, 1991.

Robert D. Stubbs
Signature

Robert D. Stubbs
Printed Name

Daniel J. Stubbs
Signature

Daniel J. Stubbs
Printed Name

Signature

Printed Name

Signature

Printed Name

OR2224 PG3662

f1/0610956njg

RATIFICATION AND APPROVAL OF ASSIGNMENT AND ACCEPTANCE OF RIGHTS AND DUTIES AS THE SUCCESSOR DECLARANT UNDER THE MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HUNTERS RIDGE DATED APRIL 8, 1991

The undersigned Lot or Site owner hereby certifies and agrees as follows:

1. That the undersigned is/are the sole owner of the following described Lot or Site in the Hunters Ridge Development.

~~Lot~~/Site # 20 ~~Block~~/Tract # D

2. That each of the undersigned has received a copy of the written document entitled "Assignment and Acceptance of Rights and Duties as the Successor Declarant under the Master Declaration of Covenants, Conditions and Restrictions for Hunters Ridge" which is dated the 8th day of April, 1991 (herein called the "Assignment").

3. That each of the undersigned hereby ratifies and approves the terms and provisions of said Assignment.

Dated the ____ day of _____, 1991.

Richard E Robinson
Signature

Richard E Robinson
Printed Name

Annabelle Robinson
Signature

ANNABELLE ROBINSON
Printed Name

_____
Signature

_____
Printed Name

_____
Signature

_____
Printed Name

f1/0610956njg

OR2224 PG3663

RATIFICATION AND APPROVAL OF ASSIGNMENT AND ACCEPTANCE OF RIGHTS AND DUTIES AS THE SUCCESSOR DECLARANT UNDER THE MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HUNTERS RIDGE DATED APRIL 8, 1991

The undersigned Lot or Site owner hereby certifies and agrees as follows:

1. That the undersigned is/are the sole owner of the following described Lot or Site in the Hunters Ridge Development.

~~Lot~~/Site # 21 ~~Block~~/Tract # D

2. That each of the undersigned has received a copy of the written document entitled "Assignment and Acceptance of Rights and Duties as the Successor Declarant under the Master Declaration of Covenants, Conditions and Restrictions for Hunters Ridge" which is dated the 8th day of April, 1991 (herein called the "Assignment").

3. That each of the undersigned hereby ratifies and approves the terms and provisions of said Assignment.

Dated the 15th day of APRIL, 1991.

Larry L Long
Signature

LARRY L. LONG
Printed Name

Peggy M. Long
Signature

PEGGY M. LONG
Printed Name

Signature

Printed Name

Signature

Printed Name

f1/0610956njg

OR2224 PG3664

RATIFICATION AND APPROVAL OF ASSIGNMENT AND ACCEPTANCE OF RIGHTS AND DUTIES AS THE SUCCESSOR DECLARANT UNDER THE MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HUNTERS RIDGE DATED APRIL 8, 1991

The undersigned Lot or Site owner hereby certifies and agrees as follows:

1. That the undersigned is/are the sole owner of the following described Lot or Site in the Hunters Ridge Development.

~~Lot~~/Site # 22 ~~Block~~/Tract # D

2. That each of the undersigned has received a copy of the written document entitled "Assignment and Acceptance of Rights and Duties as the Successor Declarant under the Master Declaration of Covenants, Conditions and Restrictions for Hunters Ridge" which is dated the 8th day of April, 1991 (herein called the "Assignment").

3. That each of the undersigned hereby ratifies and approves the terms and provisions of said Assignment.

Dated the 15 day of April, 1991.

James W. Dunham
Signature

JAMES W. DUNHAM
Printed Name

Margaret M. Dunham
Signature

MARGARET M. DUNHAM
Printed Name

_____
Signature

_____
Printed Name

_____
Signature

_____
Printed Name

f1/0610956njg

OR2224 PG3665

RATIFICATION AND APPROVAL OF ASSIGNMENT AND ACCEPTANCE OF RIGHTS AND DUTIES AS THE SUCCESSOR DECLARANT UNDER THE MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HUNTERS RIDGE DATED APRIL 8, 1991

The undersigned Lot or Site owner hereby certifies and agrees as follows:

1. That the undersigned is/are the sole owner of the following described Lot or Site in the Hunters Ridge Development.

~~Lot~~/Site # 23 ~~Block~~/Tract # D

2. That each of the undersigned has received a copy of the written document entitled "Assignment and Acceptance of Rights and Duties as the Successor Declarant under the Master Declaration of Covenants, Conditions and Restrictions for Hunters Ridge" which is dated the 8th day of April, 1991 (herein called the "Assignment").

3. That each of the undersigned hereby ratifies and approves the terms and provisions of said Assignment.

Dated the 8 day of APRIL, 1991

Signature

JOHN H. JORDE

Printed Name

Elisabeth B Jorde

Signature

ELISABETH B. JORDE

Printed Name

Signature

Printed Name

Signature

Printed Name

OR2224 PG3666

f1/0610956njg

RATIFICATION AND APPROVAL OF ASSIGNMENT AND ACCEPTANCE OF RIGHTS AND DUTIES AS THE SUCCESSOR DECLARANT UNDER THE MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HUNTERS RIDGE DATED APRIL 8, 1991

The undersigned Lot or Site owner hereby certifies and agrees as follows:

1. That the undersigned is/are the sole owner of the following described Lot or Site in the Hunters Ridge Development.

Lot/Site # 34 Block/Tract # D

2. That each of the undersigned has received a copy of the written document entitled "Assignment and Acceptance of Rights and Duties as the Successor Declarant under the Master Declaration of Covenants, Conditions and Restrictions for Hunters Ridge" which is dated the 8th day of April, 1991 (herein called the "Assignment").

3. That each of the undersigned hereby ratifies and approves the terms and provisions of said Assignment.

Dated the 8 day of April, 1991.

Morris A. Ricci
Signature

Morris A. Ricci
Printed Name

Signature

Ann B. Ricci
Printed Name

Ann B. Ricci
Signature

Printed Name

Signature

Printed Name

OR2224 PG3667

f1/0610956njg

RATIFICATION AND APPROVAL OF ASSIGNMENT AND ACCEPTANCE OF RIGHTS AND DUTIES AS THE SUCCESSOR DECLARANT UNDER THE MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HUNTERS RIDGE DATED APRIL 8, 1991

The undersigned Lot or Site owner hereby certifies and agrees as follows:

1. That the undersigned is/are the sole owner of the following described Lot or Site in the Hunters Ridge Development.

Lot/Site # 25 Block/Tract # D

2. That each of the undersigned has received a copy of the written document entitled "Assignment and Acceptance of Rights and Duties as the Successor Declarant under the Master Declaration of Covenants, Conditions and Restrictions for Hunters Ridge" which is dated the 8th day of April, 1991 (herein called the "Assignment").

3. That each of the undersigned hereby ratifies and approves the terms and provisions of said Assignment.

Dated the 8 day of APRIL, 1991.

Theresa M. Iannucci
Signature

THERESA M. IANNUCCI
Printed Name

Humbert V. Iannucci
Signature

HUMBERT V IANNUCCI
Printed Name

_____
Signature

_____
Printed Name

_____
Signature

_____
Printed Name

f1/0610956njg

OR2224 PG3668

RATIFICATION AND APPROVAL OF ASSIGNMENT AND ACCEPTANCE OF RIGHTS AND DUTIES AS THE SUCCESSOR DECLARANT UNDER THE MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HUNTERS RIDGE DATED APRIL 8, 1991

The undersigned Lot or Site owner hereby certifies and agrees as follows:

1. That the undersigned is/are the sole owner of the following described Lot or Site in the Hunters Ridge Development.

Lot/Site # 26 Block/Tract # D

2. That each of the undersigned has received a copy of the written document entitled "Assignment and Acceptance of Rights and Duties as the Successor Declarant under the Master Declaration of Covenants, Conditions and Restrictions for Hunters Ridge" which is dated the 8th day of April, 1991 (herein called the "Assignment").

3. That each of the undersigned hereby ratifies and approves the terms and provisions of said Assignment.

Dated the 8 day of APRIL, 1991.

Louis P. Poremba
Signature

LOUIS P. POREMBA
Printed Name

Estella L. Poremba
Signature

ESTELLA L. POREMBA
Printed Name

Signature

Printed Name

Signature

Printed Name

fl/0610956njg

OR2224 PG3669

RATIFICATION AND APPROVAL OF ASSIGNMENT AND ACCEPTANCE OF RIGHTS AND DUTIES AS THE SUCCESSOR DECLARANT UNDER THE MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HUNTERS RIDGE DATED APRIL 8, 1991

The undersigned Lot or Site owner hereby certifies and agrees as follows:

1. That the undersigned is/are the sole owner of the following described Lot or Site in the Hunters Ridge Development.

~~Lot~~/Site # 27 ~~Block~~/Tract # D

2. That each of the undersigned has received a copy of the written document entitled "Assignment and Acceptance of Rights and Duties as the Successor Declarant under the Master Declaration of Covenants, Conditions and Restrictions for Hunters Ridge" which is dated the 8th day of April, 1991 (herein called the "Assignment").

3. That each of the undersigned hereby ratifies and approves the terms and provisions of said Assignment.

Dated the 9th day of April, 1991.

Signature

Ronald Bender
Printed Name

Signature

Printed Name

Signature

Printed Name

Signature

Printed Name

OR2224 PG3670

fl/0610956njg

RATIFICATION AND APPROVAL OF ASSIGNMENT AND ACCEPTANCE OF RIGHTS AND DUTIES AS THE SUCCESSOR DECLARANT UNDER THE MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HUNTERS RIDGE DATED APRIL 8, 1991

The undersigned Lot or Site owner hereby certifies and agrees as follows:

1. That the undersigned is/are the sole owner of the following described Lot or Site in the Hunters Ridge Development.

~~Lot~~/Site # 28 ~~Block~~/Tract # D

2. That each of the undersigned has received a copy of the written document entitled "Assignment and Acceptance of Rights and Duties as the Successor Declarant under the Master Declaration of Covenants, Conditions and Restrictions for Hunters Ridge" which is dated the 8th day of April, 1991 (herein called the "Assignment").

3. That each of the undersigned hereby ratifies and approves the terms and provisions of said Assignment.

Dated the 8th day of April, 1991.

Signature

Steven D Stalker
Printed Name

Karen L. Stalker
Signature

KAREN L. STALKER
Printed Name

Signature

Printed Name

Signature

Printed Name

f1/0610956njg

OR2224 PG3671

RATIFICATION AND APPROVAL OF ASSIGNMENT AND ACCEPTANCE OF RIGHTS AND DUTIES AS THE SUCCESSOR DECLARANT UNDER THE MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HUNTERS RIDGE DATED APRIL 8, 1991

The undersigned Lot or Site owner hereby certifies and agrees as follows:

1. That the undersigned is/are the sole owner of the following described Lot or Site in the Hunters Ridge Development.

~~Lot~~/Site # 29 ~~Block~~/Tract # D

2. That each of the undersigned has received a copy of the written document entitled "Assignment and Acceptance of Rights and Duties as the Successor Declarant under the Master Declaration of Covenants, Conditions and Restrictions for Hunters Ridge" which is dated the 8th day of April, 1991 (herein called the "Assignment").

3. That each of the undersigned hereby ratifies and approves the terms and provisions of said Assignment.

Dated the 8th day of April, 1991.

Signature

ALLEN J. RICHARDS
Printed Name

Signature

KAY L. RICHARDS
Printed Name

Signature

Printed Name

Signature

Printed Name

OR2224 PG3672

f1/0610956njg

RATIFICATION AND APPROVAL OF ASSIGNMENT AND ACCEPTANCE OF RIGHTS AND DUTIES AS THE SUCCESSOR DECLARANT UNDER THE MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HUNTERS RIDGE DATED APRIL 8, 1991

The undersigned Lot or Site owner hereby certifies and agrees as follows:

1. That the undersigned is/are the sole owner of the following described Lot or Site in the Hunters Ridge Development.

~~Lot~~/Site # 30 ~~Block~~/Tract # D

2. That each of the undersigned has received a copy of the written document entitled "Assignment and Acceptance of Rights and Duties as the Successor Declarant under the Master Declaration of Covenants, Conditions and Restrictions for Hunters Ridge" which is dated the 8th day of April, 1991 (herein called the "Assignment").

3. That each of the undersigned hereby ratifies and approves the terms and provisions of said Assignment.

Dated the 16 day of APRIL, 1991.

Salvatore Regina
Signature

SALVATORE REGINA
Printed Name

_____
Signature

_____
Printed Name

_____
Signature

_____
Printed Name

_____
Signature

_____
Printed Name

rl/0610956njg

RATIFICATION AND APPROVAL OF ASSIGNMENT AND ACCEPTANCE OF RIGHTS AND DUTIES AS THE SUCCESSOR DECLARANT UNDER THE MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HUNTERS RIDGE DATED APRIL 8, 1991

The undersigned Lot or Site owner hereby certifies and agrees as follows:

1. That the undersigned is/are the sole owner of the following described Lot or Site in the Hunters Ridge Development.

Lot/Site # 31 Block/Tract # D

2. That each of the undersigned has received a copy of the written document entitled "Assignment and Acceptance of Rights and Duties as the Successor Declarant under the Master Declaration of Covenants, Conditions and Restrictions for Hunters Ridge" which is dated the 8th day of April, 1991 (herein called the "Assignment").

3. That each of the undersigned hereby ratifies and approves the terms and provisions of said Assignment.

Dated the 15 day of April, 1991.

Richard Radcliffe
Signature

RICHARD RADCLIFFE
Printed Name

Dorothy Radcliffe
Signature

DOROTHY RADCLIFFE
Printed Name

Signature

Printed Name

Signature

Printed Name

f1/0610956njg

OR2224 PG3674

RATIFICATION AND APPROVAL OF ASSIGNMENT AND ACCEPTANCE OF RIGHTS AND DUTIES AS THE SUCCESSOR DECLARANT UNDER THE MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HUNTERS RIDGE DATED APRIL 8, 1991

The undersigned Lot or Site owner hereby certifies and agrees as follows:

1. That the undersigned is/are the sole owner of the following described Lot or Site in the Hunters Ridge Development.

Lot/Site # 33 Block/Tract # D

2. That each of the undersigned has received a copy of the written document entitled "Assignment and Acceptance of Rights and Duties as the Successor Declarant under the Master Declaration of Covenants, Conditions and Restrictions for Hunters Ridge" which is dated the 8th day of April, 1991 (herein called the "Assignment").

3. That each of the undersigned hereby ratifies and approves the terms and provisions of said Assignment.

Dated the 15th day of April, 1991.

Carl F. Koenig
Signature

Carl F. Koenig
Printed Name

M Louise Koenig
Signature

M. LOUISE KOENIG
Printed Name

Signature

Printed Name

Signature

Printed Name

f1/0610956njg

UR2224 PG3675

RATIFICATION AND APPROVAL OF ASSIGNMENT AND ACCEPTANCE OF RIGHTS AND DUTIES AS THE SUCCESSOR DECLARANT UNDER THE MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HUNTERS RIDGE DATED APRIL 8, 1991

The undersigned Lot or Site owner hereby certifies and agrees as follows:

1. That the undersigned is/are the sole owner of the following described Lot or Site in the Hunters Ridge Development.

Lot/Site # 34 Block/Tract # D

2. That each of the undersigned has received a copy of the written document entitled "Assignment and Acceptance of Rights and Duties as the Successor Declarant under the Master Declaration of Covenants, Conditions and Restrictions for Hunters Ridge" which is dated the 8th day of April, 1991 (herein called the "Assignment").

3. That each of the undersigned hereby ratifies and approves the terms and provisions of said Assignment.

Dated the 15 day of April, 1991.

Signature

CHARLES R. PORTER
Printed Name

Signature

MARY B. PORTER
Printed Name

Signature

Printed Name

Signature

Printed Name

f1/0610956njg

OR2224 PG3676

RATIFICATION AND APPROVAL OF ASSIGNMENT AND ACCEPTANCE OF RIGHTS AND DUTIES AS THE SUCCESSOR DECLARANT UNDER THE MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HUNTERS RIDGE DATED APRIL 8, 1991

The undersigned Lot or Site owner hereby certifies and agrees as follows:

1. That the undersigned is/are the sole owner of the following described Lot or Site in the Hunters Ridge Development.

Lot/Site # 35 Block/Tract # D
12701 GLEN HOLLOW DRIVE

2. That each of the undersigned has received a copy of the written document entitled "Assignment and Acceptance of Rights and Duties as the Successor Declarant under the Master Declaration of Covenants, Conditions and Restrictions for Hunters Ridge" which is dated the 8th day of April, 1991 (herein called the "Assignment").

3. That each of the undersigned hereby ratifies and approves the terms and provisions of said Assignment.

Dated the 15 day of APRIL, 1991.

Signature

LARRY DEAN JOHNSON
Printed Name

Signature

SHARON ANN JOHNSON
Printed Name

Signature

Printed Name

Signature

Printed Name

OR2224 PG3677

f1/0610956njg

RATIFICATION AND APPROVAL OF ASSIGNMENT AND ACCEPTANCE OF RIGHTS AND DUTIES AS THE SUCCESSOR DECLARANT UNDER THE MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HUNTERS RIDGE DATED APRIL 8, 1991

OR2224 PG3678

The undersigned Lot or Site owner hereby certifies and agrees as follows:

1. That the undersigned is/are the sole owner of the following described Lot or Site in the Hunters Ridge Development.

Lot/Site # 36 Block/Tract # D

2. That each of the undersigned has received a copy of the written document entitled "Assignment and Acceptance of Rights and Duties as the Successor Declarant under the Master Declaration of Covenants, Conditions and Restrictions for Hunters Ridge" which is dated the 8th day of April, 1991 (herein called the "Assignment").

3. That each of the undersigned hereby ratifies and approves the terms and provisions of said Assignment.

Dated the 11th day of April, 1991.

Signature

Donna P. McDermitt

Printed Name

RATIFICATION AND APPROVAL OF ASSIGNMENT AND ACCEPTANCE OF RIGHTS AND DUTIES AS THE SUCCESSOR DECLARANT UNDER THE MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HUNTERS RIDGE DATED APRIL 8, 1991

The undersigned Lot or Site owner hereby certifies and agrees as follows:

1. That the undersigned is/are the sole owner of the following described Lot or Site in the Hunters Ridge Development.

Lot/Site #37 Block/Tract #D
28792 WILD COFFEE COURT

2. That each of the undersigned has received a copy of the written document entitled "Assignment and Acceptance of Rights and Duties as the Successor Declarant under the Master Declaration of Covenants, Conditions and Restrictions for Hunters Ridge" which is dated the 8th day of April, 1991 (herein called the "Assignment").

3. That each of the undersigned hereby ratifies and approves the terms and provisions of said Assignment.

Dated the 15 day of April, 1991.

William W. Keethler
Signature

WILLIAM W. KEETHLER
Printed Name

Signature

Printed Name

Signature

Printed Name

Signature

Printed Name

f1/0610956njg

OR2224 PG3679

RATIFICATION AND APPROVAL OF ASSIGNMENT AND ACCEPTANCE OF RIGHTS AND DUTIES AS THE SUCCESSOR DECLARANT UNDER THE MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HUNTERS RIDGE DATED APRIL 8, 1991

The undersigned Lot or Site owner hereby certifies and agrees as follows:

1. That the undersigned is/are the sole owner of the following described Lot or Site in the Hunters Ridge Development.

Lot/Site # 38 Block/Tract # D

2. That each of the undersigned has received a copy of the written document entitled "Assignment and Acceptance of Rights and Duties as the Successor Declarant under the Master Declaration of Covenants, Conditions and Restrictions for Hunters Ridge" which is dated the 8th day of April, 1991 (herein called the "Assignment").

3. That each of the undersigned hereby ratifies and approves the terms and provisions of said Assignment.

Dated the 15 day of April, 1991.

Gildo J. Guzzo
Signature

Gildo J. Guzzo
Printed Name

Judy K. Guzzo
Signature

Judy K. Guzzo
Printed Name

Signature

Printed Name

Signature

Printed Name

OR2224 PG3680

f1/0610956njg

RATIFICATION AND APPROVAL OF ASSIGNMENT AND ACCEPTANCE OF RIGHTS AND DUTIES AS THE SUCCESSOR DECLARANT UNDER THE MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HUNTERS RIDGE DATED APRIL 8, 1991

The undersigned Lot or Site owner hereby certifies and agrees as follows:

1. That the undersigned is/are the sole owner of the following described Lot or Site in the Hunters Ridge Development.

~~Lot~~/Site # 39 ~~Block~~/Tract # D

2. That each of the undersigned has received a copy of the written document entitled "Assignment and Acceptance of Rights and Duties as the Successor Declarant under the Master Declaration of Covenants, Conditions and Restrictions for Hunters Ridge" which is dated the 8th day of April, 1991 (herein called the "Assignment").

3. That each of the undersigned hereby ratifies and approves the terms and provisions of said Assignment.

Dated the 19 day of April, 1991.

Virgil I. Brumbaugh
Signature

VIRGIL I. BRUMBAUGH
Printed Name

Alfreda G. Brumbaugh
Signature

Alfreda G. Brumbaugh
Printed Name

_____
Signature

_____
Printed Name

_____
Signature

_____
Printed Name

f1/0610956njg

OR2224 PG3681

RATIFICATION AND APPROVAL OF ASSIGNMENT AND ACCEPTANCE OF RIGHTS AND DUTIES AS THE SUCCESSOR DECLARANT UNDER THE MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HUNTERS RIDGE DATED APRIL 8, 1991

The undersigned Lot or Site owner hereby certifies and agrees as follows:

1. That the undersigned is/are the sole owner of the following described Lot or Site in the Hunters Ridge Development.

~~Lot~~/Site # 40 ~~Block~~/Tract # D

2. That each of the undersigned has received a copy of the written document entitled "Assignment and Acceptance of Rights and Duties as the Successor Declarant under the Master Declaration of Covenants, Conditions and Restrictions for Hunters Ridge" which is dated the 8th day of April, 1991 (herein called the "Assignment").

3. That each of the undersigned hereby ratifies and approves the terms and provisions of said Assignment.

Dated the 8 day of April, 1991.

Signature

Janet LeTourneau
Printed Name

Signature

Leo LeTourneau
Printed Name

Signature

Printed Name

Signature

Printed Name

OR2224 PG3682

f1/0610956njg

RATIFICATION AND APPROVAL OF ASSIGNMENT AND ACCEPTANCE OF RIGHTS AND DUTIES AS THE SUCCESSOR DECLARANT UNDER THE MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HUNTERS RIDGE DATED APRIL 8, 1991

The undersigned Lot or Site owner hereby certifies and agrees as follows:

1. That the undersigned is/are the sole owner of the following described Lot or Site in the Hunters Ridge Development.

Lot/Site # 41 Block/Tract # D

2. That each of the undersigned has received a copy of the written document entitled "Assignment and Acceptance of Rights and Duties as the Successor Declarant under the Master Declaration of Covenants, Conditions and Restrictions for Hunters Ridge" which is dated the 8th day of April, 1991 (herein called the "Assignment").

3. That each of the undersigned hereby ratifies and approves the terms and provisions of said Assignment.

Dated the 16 day of April, 1991.

Edith L Staller
Signature

Edith L Staller
Printed Name

Jim Staller
Signature

Jim Staller
Printed Name

Signature

Printed Name

Signature

Printed Name

OR2224 PG3683

f1/0610956njg

RATIFICATION AND APPROVAL OF ASSIGNMENT AND ACCEPTANCE OF RIGHTS AND DUTIES AS THE SUCCESSOR DECLARANT UNDER THE MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HUNTERS RIDGE DATED APRIL 8, 1991

The undersigned Lot or Site owner hereby certifies and agrees as follows:

1. That the undersigned is/are the sole owner of the following described Lot or Site in the Hunters Ridge Development.

~~Lot~~/Site # 42 ~~Block~~/Tract # D

2. That each of the undersigned has received a copy of the written document entitled "Assignment and Acceptance of Rights and Duties as the Successor Declarant under the Master Declaration of Covenants, Conditions and Restrictions for Hunters Ridge" which is dated the 8th day of April, 1991 (herein called the "Assignment").

3. That each of the undersigned hereby ratifies and approves the terms and provisions of said Assignment.

Dated the 8 day of April, 1991.

Robert Muller
Signature

Robert D Muller
Printed Name

Martha E Muller
Signature

Martha E Muller
Printed Name

Signature

Printed Name

Signature

Printed Name

OR2224 PG3684

f1/0610956njg

RATIFICATION AND APPROVAL OF ASSIGNMENT AND ACCEPTANCE OF RIGHTS AND DUTIES AS THE SUCCESSOR DECLARANT UNDER THE MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HUNTERS RIDGE DATED APRIL 8, 1991

The undersigned Lot or Site owner hereby certifies and agrees as follows:

1. That the undersigned is/are the sole owner of the following described Lot or Site in the Hunters Ridge Development.

Lot/Site # 43 Block/Tract # D

2. That each of the undersigned has received a copy of the written document entitled "Assignment and Acceptance of Rights and Duties as the Successor Declarant under the Master Declaration of Covenants, Conditions and Restrictions for Hunters Ridge" which is dated the 8th day of April, 1991 (herein called the "Assignment").

3. That each of the undersigned hereby ratifies and approves the terms and provisions of said Assignment.

Dated the 9th day of April, 1991.

Philip R Cochran
Signature

Philip R Cochran
Printed Name

Doris B Cochran (Deceased)
Philip R Cochran, P.R. Exp.
Signature

Doris B Cochran
Printed Name

Signature

Printed Name

Signature

Printed Name

OR2224 PG3685

f1/0610956njg

RATIFICATION AND APPROVAL OF ASSIGNMENT AND ACCEPTANCE OF RIGHTS AND DUTIES AS THE SUCCESSOR DECLARANT UNDER THE MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HUNTERS RIDGE DATED APRIL 8, 1991

The undersigned Lot or Site owner hereby certifies and agrees as follows:

1. That the undersigned is/are the sole owner of the following described Lot or Site in the Hunters Ridge Development.

Lot/Site # 44 Block/Tract # D

2. That each of the undersigned has received a copy of the written document entitled "Assignment and Acceptance of Rights and Duties as the Successor Declarant under the Master Declaration of Covenants, Conditions and Restrictions for Hunters Ridge" which is dated the 8th day of April, 1991 (herein called the "Assignment").

3. That each of the undersigned hereby ratifies and approves the terms and provisions of said Assignment.

Dated the 12 day of April, 1991.

Larry A. Donlin
Signature

Larry A. Donlin
Printed Name

Rita M. Donlin
Signature

RITA M. DONLIN
Printed Name

Signature

Printed Name

Signature

Printed Name

OR2224 PG3686

fl/0610956njg

RATIFICATION AND APPROVAL OF ASSIGNMENT AND ACCEPTANCE OF RIGHTS AND DUTIES AS THE SUCCESSOR DECLARANT UNDER THE MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HUNTERS RIDGE DATED APRIL 8, 1991

The undersigned Lot or Site owner hereby certifies and agrees as follows:

1. That the undersigned is/are the sole owner of the following described Lot or Site in the Hunters Ridge Development.

Lot/Site # 45 Block/Tract # D

2. That each of the undersigned has received a copy of the written document entitled "Assignment and Acceptance of Rights and Duties as the Successor Declarant under the Master Declaration of Covenants, Conditions and Restrictions for Hunters Ridge" which is dated the 8th day of April, 1991 (herein called the "Assignment").

3. That each of the undersigned hereby ratifies and approves the terms and provisions of said Assignment.

Dated the 17 day of April, 1991.

George W. Lever
Signature

GEORGE W. LEVER
Printed Name

Alice R. Lever
Signature

Alice R. Lever
Printed Name

Signature

Printed Name

Signature

Printed Name

OR2224 PG3687

f1/0610956njg

RATIFICATION AND APPROVAL OF ASSIGNMENT AND ACCEPTANCE OF RIGHTS AND DUTIES AS THE SUCCESSOR DECLARANT UNDER THE MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HUNTERS RIDGE DATED APRIL 8, 1991

The undersigned Lot or Site owner hereby certifies and agrees as follows:

1. That the undersigned is/are the sole owner of the following described Lot or Site in the Hunters Ridge Development.

Lot/Site # 46 Block/Tract # D

2. That each of the undersigned has received a copy of the written document entitled "Assignment and Acceptance of Rights and Duties as the Successor Declarant under the Master Declaration of Covenants, Conditions and Restrictions for Hunters Ridge" which is dated the 8th day of April, 1991 (herein called the "Assignment").

3. That each of the undersigned hereby ratifies and approves the terms and provisions of said Assignment.

Dated the 13 day of APRIL, 1991.

William W. Myers
Signature

WILLIAM W. MYERS
Printed Name

Lorraine Lindow Myers
Signature

Lorraine Lindow Myers
Printed Name

Signature

Printed Name

Signature

Printed Name

f1/0610956njg

OR2224 PG3688

RATIFICATION AND APPROVAL OF ASSIGNMENT AND ACCEPTANCE OF RIGHTS AND DUTIES AS THE SUCCESSOR DECLARANT UNDER THE MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HUNTERS RIDGE DATED APRIL 8, 1991

The undersigned Lot or Site owner hereby certifies and agrees as follows:

1. That the undersigned is/are the sole owner of the following described Lot or Site in the Hunters Ridge Development.

Lot/Site # 47 Block/Tract # D

2. That each of the undersigned has received a copy of the written document entitled "Assignment and Acceptance of Rights and Duties as the Successor Declarant under the Master Declaration of Covenants, Conditions and Restrictions for Hunters Ridge" which is dated the 8th day of April, 1991 (herein called the "Assignment").

3. That each of the undersigned hereby ratifies and approves the terms and provisions of said Assignment.

Dated the ___ day of _____, 1991.

Signature

David M. Bremseth
Printed Name

Signature

Grace M. Kynoch
Printed Name

Signature

Robert L. Kynoch
Printed Name

Signature

Printed Name

OR2224 PG3689

f1/0610956njg

RATIFICATION AND APPROVAL OF ASSIGNMENT AND ACCEPTANCE OF RIGHTS AND DUTIES AS THE SUCCESSOR DECLARANT UNDER THE MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HUNTERS RIDGE DATED APRIL 8, 1991

The undersigned Lot or Site owner hereby certifies and agrees as follows:

1. That the undersigned is/are the sole owner of the following described Lot or Site in the Hunters Ridge Development.

Lot/Site # 48 Block/Tract # D

2. That each of the undersigned has received a copy of the written document entitled "Assignment and Acceptance of Rights and Duties as the Successor Declarant under the Master Declaration of Covenants, Conditions and Restrictions for Hunters Ridge" which is dated the 8th day of April, 1991 (herein called the "Assignment").

3. That each of the undersigned hereby ratifies and approves the terms and provisions of said Assignment.

Dated the 9th day of April, 1991.

Gerald F. Huff
Signature

GERALD F. HUFF
Printed Name

Marguerite T. Huff
Signature

MARGUERITE T. HUFF
Printed Name

_____
Signature

_____
Printed Name

_____
Signature

_____
Printed Name

OR2224 PG3690

f1/0610956njg

RATIFICATION AND APPROVAL OF ASSIGNMENT AND ACCEPTANCE OF RIGHTS AND DUTIES AS THE SUCCESSOR DECLARANT UNDER THE MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HUNTERS RIDGE DATED APRIL 8, 1991

The undersigned Lot or Site owner hereby certifies and agrees as follows:

1. That the undersigned is/are the sole owner of the following described Lot or Site in the Hunters Ridge Development.

Lot/Site # 49 Block/Tract # D

2. That each of the undersigned has received a copy of the written document entitled "Assignment and Acceptance of Rights and Duties as the Successor Declarant under the Master Declaration of Covenants, Conditions and Restrictions for Hunters Ridge" which is dated the 8th day of April, 1991 (herein called the "Assignment").

3. That each of the undersigned hereby ratifies and approves the terms and provisions of said Assignment.

Dated the 15th day of APRIL, 1991.

Charles J. Zullig
Signature

CHARLES J. ZULLIG
Printed Name

Alice M. Zullig
Signature

ALICE M. ZULLIG
Printed Name

Signature

Printed Name

Signature

Printed Name

f1/0610956njg

OR2224 PG3691

RATIFICATION AND APPROVAL OF ASSIGNMENT AND ACCEPTANCE OF RIGHTS AND DUTIES AS THE SUCCESSOR DECLARANT UNDER THE MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HUNTERS RIDGE DATED APRIL 8, 1991

The undersigned Lot or Site owner hereby certifies and agrees as follows:

1. That the undersigned is/are the sole owner of the following described Lot or Site in the Hunters Ridge Development.

Lot/Site # 50 Block/Tract # D

2. That each of the undersigned has received a copy of the written document entitled "Assignment and Acceptance of Rights and Duties as the Successor Declarant under the Master Declaration of Covenants, Conditions and Restrictions for Hunters Ridge" which is dated the 8th day of April, 1991 (herein called the "Assignment").

3. That each of the undersigned hereby ratifies and approves the terms and provisions of said Assignment.

Dated the 12 day of April, 1991.

Edman H. Lee
Signature

Edman H. Lee
Printed Name

Barbara A. Lee
Signature

Barbara A. Lee
Printed Name

Signature

Printed Name

Signature

Printed Name

OR2224 PG3692

f1/0610956njg

RATIFICATION AND APPROVAL OF ASSIGNMENT AND ACCEPTANCE OF RIGHTS AND DUTIES AS THE SUCCESSOR DECLARANT UNDER THE MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HUNTERS RIDGE DATED APRIL 8, 1991

The undersigned Lot or Site owner hereby certifies and agrees as follows:

1. That the undersigned is/are the sole owner of the following described Lot or Site in the Hunters Ridge Development. 28791- WILD COFFEE Ct

Lot/Site # 51 Block/Tract # D

2. That each of the undersigned has received a copy of the written document entitled "Assignment and Acceptance of Rights and Duties as the Successor Declarant under the Master Declaration of Covenants, Conditions and Restrictions for Hunters Ridge" which is dated the 8th day of April, 1991 (herein called the "Assignment").

3. That each of the undersigned hereby ratifies and approves the terms and provisions of said Assignment.

Dated the 20th day of APRIL, 1991.

Arthur P. Floyd
Signature

ARTHUR P. FLOYD
Printed Name

Annette C. Floyd
Signature

Annette C. Floyd
Printed Name

Signature

Printed Name

Signature

Printed Name

OR2224 PG3693

f1/0610956njg

RATIFICATION AND APPROVAL OF ASSIGNMENT AND ACCEPTANCE OF RIGHTS AND DUTIES AS THE SUCCESSOR DECLARANT UNDER THE MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HUNTERS RIDGE DATED APRIL 8, 1991

The undersigned Lot or Site owner hereby certifies and agrees as follows:

1. That the undersigned is/are the sole owner of the following described Lot or Site in the Hunters Ridge Development.

Lot/Site # 20 Block/Tract # H

2. That each of the undersigned has received a copy of the written document entitled "Assignment and Acceptance of Rights and Duties as the Successor Declarant under the Master Declaration of Covenants, Conditions and Restrictions for Hunters Ridge" which is dated the 8th day of April, 1991 (herein called the "Assignment").

3. That each of the undersigned hereby ratifies and approves the terms and provisions of said Assignment.

Dated the 10th day of April, 1991.

Walter T. Woronick
Signature

WALTER T. WORONICK
Printed Name

Helen T. Woronick
Signature

HELEN T. WORONICK
Printed Name

Signature

Printed Name

Signature

Printed Name

f1/0610956njg

OR2224 PG3694

RATIFICATION AND APPROVAL OF ASSIGNMENT AND ACCEPTANCE OF RIGHTS AND DUTIES AS THE SUCCESSOR DECLARANT UNDER THE MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HUNTERS RIDGE DATED APRIL 8, 1991

The undersigned Lot or Site owner hereby certifies and agrees as follows:

1. That the undersigned ~~is~~/are the sole owners of the following described Lot or Site in the Hunters Ridge Development.

Lot/Site # 21 Block/Tract # H

2. That each of the undersigned has received a copy of the written document entitled "Assignment and Acceptance of Rights and Duties as the Successor Declarant under the Master Declaration of Covenants, Conditions and Restrictions for Hunters Ridge" which is dated the 8th day of April, 1991 (herein called the "Assignment").

3. That each of the undersigned hereby ratifies and approves the terms and provisions of said Assignment.

Dated the 12 day of April, 1991.

Richard H Wettach
Signature

RICHARD H. WETTACH
Printed Name

Elli J. Wettach
Signature

ELLI A. WETTACH
Printed Name

Signature

Printed Name

Signature

Printed Name

OR2224 PG3695

f1/0610956njg

RATIFICATION AND APPROVAL OF ASSIGNMENT AND ACCEPTANCE OF RIGHTS AND DUTIES AS THE SUCCESSOR DECLARANT UNDER THE MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HUNTERS RIDGE DATED APRIL 8, 1991

The undersigned Lot or Site owner hereby certifies and agrees as follows:

1. That the undersigned is/are the sole owner of the following described Lot or Site in the Hunters Ridge Development.

Lot/Site # 22 Block/Tract # H

2. That each of the undersigned has received a copy of the written document entitled "Assignment and Acceptance of Rights and Duties as the Successor Declarant under the Master Declaration of Covenants, Conditions and Restrictions for Hunters Ridge" which is dated the 8th day of April, 1991 (herein called the "Assignment").

3. That each of the undersigned hereby ratifies and approves the terms and provisions of said Assignment.

Dated the 10TH day of APRIL, 1991.

L. Frank Barron
Signature

L. FRANK BARRON
Printed Name

Sherry L. Barron
Signature

SHERRY L. BARRON
Printed Name

Signature

Printed Name

Signature

Printed Name

OR2224 PG3696

f1/061095&njg

RATIFICATION AND APPROVAL OF ASSIGNMENT AND ACCEPTANCE OF RIGHTS AND DUTIES AS THE SUCCESSOR DECLARANT UNDER THE MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HUNTERS RIDGE DATED APRIL 8, 1991

The undersigned Lot or Site owner hereby certifies and agrees as follows:

1. That the undersigned is/are the sole owner of the following described Lot or Site in the Hunters Ridge Development.

Lot/Site # 23 Block/Tract # H

2. That each of the undersigned has received a copy of the written document entitled "Assignment and Acceptance of Rights and Duties as the Successor Declarant under the Master Declaration of Covenants, Conditions and Restrictions for Hunters Ridge" which is dated the 8th day of April, 1991 (herein called the "Assignment").

3. That each of the undersigned hereby ratifies and approves the terms and provisions of said Assignment.

Dated the 16 day of APRIL, 1991.

Daniel A. Ghareeb
Signature

DANIEL A. GHAREEB
Printed Name

Elizabeth A. Ghareeb
Signature

ELIZABETH A. GHAREEB
Printed Name

Signature

Printed Name

Signature

Printed Name

f1/0610956njg

OR2224 PG3697

RATIFICATION AND APPROVAL OF ASSIGNMENT AND ACCEPTANCE OF RIGHTS AND DUTIES AS THE SUCCESSOR DECLARANT UNDER THE MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HUNTERS RIDGE DATED APRIL 8, 1991

The undersigned Lot or Site owner hereby certifies and agrees as follows:

1. That the undersigned is/are the sole owner of the following described Lot or Site in the Hunters Ridge Development. 13835 MAIDEN CANE LN

~~Lot~~/Site # 5 ~~Block~~/Tract # K

2. That each of the undersigned has received a copy of the written document entitled "Assignment and Acceptance of Rights and Duties as the Successor Declarant under the Master Declaration of Covenants, Conditions and Restrictions for Hunters Ridge" which is dated the 8th day of April, 1991 (herein called the "Assignment").

3. That each of the undersigned hereby ratifies and approves the terms and provisions of said Assignment.

Dated the 9th day of April, 1991.

Signature

ANTOINE K. CASE
Printed Name

Signature

SHEILA CASE
Printed Name

Signature

Printed Name

Signature

Printed Name

OR2224 PG3698

f1/0610956njg

RATIFICATION AND APPROVAL OF ASSIGNMENT AND ACCEPTANCE OF RIGHTS AND DUTIES AS THE SUCCESSOR DECLARANT UNDER THE MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HUNTERS RIDGE DATED APRIL 8, 1991

The undersigned Lot or Site owner hereby certifies and agrees as follows:

1. That the undersigned is/are the sole owner of the following described Lot or Site in the Hunters Ridge Development.

Lot/Site # 6 Block/Tract # K

2. That each of the undersigned has received a copy of the written document entitled "Assignment and Acceptance of Rights and Duties as the Successor Declarant under the Master Declaration of Covenants, Conditions and Restrictions for Hunters Ridge" which is dated the 8th day of April, 1991 (herein called the "Assignment").

3. That each of the undersigned hereby ratifies and approves the terms and provisions of said Assignment.

Dated the 8th day of April, 1991.

Eugene J. Kremmayer
Signature

Eugene J. Kremmayer
Printed Name

Sharon E. Kremmayer
Signature

Sharon E. Kremmayer
Printed Name

Signature

Printed Name

Signature

Printed Name

OR2224 PG3699

f1/06109S6njg

RATIFICATION AND APPROVAL OF ASSIGNMENT AND ACCEPTANCE OF RIGHTS AND DUTIES AS THE SUCCESSOR DECLARANT UNDER THE MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HUNTERS RIDGE DATED APRIL 8, 1991

The undersigned Lot or Site owner hereby certifies and agrees as follows:

1. That the undersigned is/are the sole owner of the following described Lot or Site in the Hunters Ridge Development.

Lot/Site # 7 Block/Tract # K

2. That each of the undersigned has received a copy of the written document entitled "Assignment and Acceptance of Rights and Duties as the Successor Declarant under the Master Declaration of Covenants, Conditions and Restrictions for Hunters Ridge" which is dated the 8th day of April, 1991 (herein called the "Assignment").

3. That each of the undersigned hereby ratifies and approves the terms and provisions of said Assignment.

Dated the 9th day of April, 1991.

John MacD. Barb

Signature

John MacD. BARB, M.D.

Printed Name

Martha S. Barb

Signature

Martha S. Barb

Printed Name

Signature

Printed Name

Signature

Printed Name

OR2224 PG3700

f1/0610956njg

RATIFICATION AND APPROVAL OF ASSIGNMENT AND ACCEPTANCE OF RIGHTS AND DUTIES AS THE SUCCESSOR DECLARANT UNDER THE MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HUNTERS RIDGE DATED APRIL 8, 1991

The undersigned Lot or Site owner hereby certifies and agrees as follows:

1. That the undersigned is/are the sole owner of the following described Lot or Site in the Hunters Ridge Development.

12815 Maiden Cane Lane

Lot/Site # 9 Block/Tract # K

2. That each of the undersigned has received a copy of the written document entitled "Assignment and Acceptance of Rights and Duties as the Successor Declarant under the Master Declaration of Covenants, Conditions and Restrictions for Hunters Ridge" which is dated the 8th day of April, 1991 (herein called the "Assignment").

3. That each of the undersigned hereby ratifies and approves the terms and provisions of said Assignment.

Dated the 15 day of April, 1991.

L J Fehrm
Signature

Larry Fehrm
Printed Name

Tracie Fehrm
Signature

Tracie Fehrm
Printed Name

Signature

Printed Name

Signature

Printed Name

OR2224 PG3701

f1/0610956njg

RATIFICATION AND APPROVAL OF ASSIGNMENT AND ACCEPTANCE OF RIGHTS AND DUTIES AS THE SUCCESSOR DECLARANT UNDER THE MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HUNTERS RIDGE DATED APRIL 8, 1991

The undersigned Lot or Site owner hereby certifies and agrees as follows:

1. That the undersigned is/are the sole owner of the following described Lot or Site in the Hunters Ridge Development.

Lot/Site # 11 Block/Tract # K

2. That each of the undersigned has received a copy of the written document entitled "Assignment and Acceptance of Rights and Duties as the Successor Declarant under the Master Declaration of Covenants, Conditions and Restrictions for Hunters Ridge" which is dated the 8th day of April, 1991 (herein called the "Assignment").

3. That each of the undersigned hereby ratifies and approves the terms and provisions of said Assignment.

Dated the 12th day of April, 1991.

Edward J. Cantillon Jr.
Signature

Edward J. Cantillon Jr.
Printed Name

Kathryn L. Cantillon
Signature

KATHRYN L. CANTILLON
Printed Name

_____
Signature

_____
Printed Name

_____
Signature

_____
Printed Name

OR2224 PG3702

f1/0610956njg

RATIFICATION AND APPROVAL OF ASSIGNMENT AND ACCEPTANCE OF RIGHTS AND DUTIES AS THE SUCCESSOR DECLARANT UNDER THE MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HUNTERS RIDGE DATED APRIL 8, 1991

The undersigned Lot or Site owner hereby certifies and agrees as follows:

1. That the undersigned is/are the sole owner of the following described Lot or Site in the Hunters Ridge Development.

(Lot)/Site # 16 Block/Tract # K

2. That each of the undersigned has received a copy of the written document entitled "Assignment and Acceptance of Rights and Duties as the Successor Declarant under the Master Declaration of Covenants, Conditions and Restrictions for Hunters Ridge" which is dated the 8th day of April, 1991 (herein called the "Assignment").

3. That each of the undersigned hereby ratifies and approves the terms and provisions of said Assignment.

Dated the 16 day of April, 1991.

Richard T Cascarano
Signature

RICHARD T CASCARANO
Printed Name

Linda K Cascarano
Signature

LINDA K CASCARANO
Printed Name

_____
Signature

_____
Printed Name

_____
Signature

_____
Printed Name

OR2224 PG3703

f1/0610956njg

RATIFICATION AND APPROVAL OF ASSIGNMENT AND ACCEPTANCE OF RIGHTS AND DUTIES AS THE SUCCESSOR DECLARANT UNDER THE MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HUNTERS RIDGE DATED APRIL 8, 1991

The undersigned Lot or Site owner hereby certifies and agrees as follows:

1. That the undersigned is/are the sole owner of the following described Lot or Site in the Hunters Ridge Development.

Lot/Site # 17 Block/Tract # K

2. That each of the undersigned has received a copy of the written document entitled "Assignment and Acceptance of Rights and Duties as the Successor Declarant under the Master Declaration of Covenants, Conditions and Restrictions for Hunters Ridge" which is dated the 8th day of April, 1991 (herein called the "Assignment").

3. That each of the undersigned hereby ratifies and approves the terms and provisions of said Assignment.

Dated the 12TH day of APRIL, 1991.

Signature

Richard L. Spalding
Printed Name

Signature

Janis L. Spalding
Printed Name

Signature

Larry L. Fountain
Printed Name

Signature

Jeanne A. Fountain
Printed Name

f1/0610956njg

OR2224 PG3704

RATIFICATION AND APPROVAL OF ASSIGNMENT AND ACCEPTANCE OF RIGHTS AND DUTIES AS THE SUCCESSOR DECLARANT UNDER THE MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HUNTERS RIDGE DATED APRIL 8, 1991

The undersigned Lot or Site owner hereby certifies and agrees as follows:

1. That the undersigned is/are the sole owner of the following described Lot or Site in the Hunters Ridge Development.

Lot/Site # 18 Block/Tract # K

2. That each of the undersigned has received a copy of the written document entitled "Assignment and Acceptance of Rights and Duties as the Successor Declarant under the Master Declaration of Covenants, Conditions and Restrictions for Hunters Ridge" which is dated the 8th day of April, 1991 (herein called the "Assignment").

3. That each of the undersigned hereby ratifies and approves the terms and provisions of said Assignment.

Dated the 10 day of April, 1991.

12791 Marden Cove Ln. Scott Diepenhorst
Signature

Scott DIEPENHORST
Printed Name

Signature

Printed Name

Signature

Printed Name

Signature

Printed Name

OR2224 PG3705

f1/0610956njg

RATIFICATION AND APPROVAL OF ASSIGNMENT AND ACCEPTANCE OF RIGHTS AND DUTIES AS THE SUCCESSOR DECLARANT UNDER THE MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HUNTERS RIDGE DATED APRIL 8, 1991

The undersigned Lot or Site owner hereby certifies and agrees as follows:

1. That the undersigned is/are the sole owner of the following described Lot or Site in the Hunters Ridge Development.

Lot/Site # 19 Block/Tract # K

2. That each of the undersigned has received a copy of the written document entitled "Assignment and Acceptance of Rights and Duties as the Successor Declarant under the Master Declaration of Covenants, Conditions and Restrictions for Hunters Ridge" which is dated the 8th day of April, 1991 (herein called the "Assignment").

3. That each of the undersigned hereby ratifies and approves the terms and provisions of said Assignment.

Dated the 9th day of April, 1991.

W. Stein Hauser
Signature

WILBUR H. STEINHAUSER
Printed Name

Evelyn A. Steinhauser
Signature

EVELYN A. STEINHAUSER
Printed Name

Signature

Printed Name

Signature

Printed Name

OR2224 PG3706

f1/0610956njg

RATIFICATION AND APPROVAL OF ASSIGNMENT AND ACCEPTANCE OF RIGHTS AND DUTIES AS THE SUCCESSOR DECLARANT UNDER THE MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HUNTERS RIDGE DATED APRIL 8, 1991

The undersigned Lot or Site owner hereby certifies and agrees as follows:

1. That the undersigned is/are the sole owner of the following described Lot or Site in the Hunters Ridge Development.

Lot/Site # UNIT 20 Block/Tract # K

2. That each of the undersigned has received a copy of the written document entitled "Assignment and Acceptance of Rights and Duties as the Successor Declarant under the Master Declaration of Covenants, Conditions and Restrictions for Hunters Ridge" which is dated the 8th day of April, 1991 (herein called the "Assignment").

3. That each of the undersigned hereby ratifies and approves the terms and provisions of said Assignment.

Dated the 13 day of APRIL, 1991.

Tom Reilly
Signature

TOM REILLY
Printed Name

Martha Reilly
Signature

MARTHA REILLY
Printed Name

Signature

Printed Name

Signature

Printed Name

OR2224 PG3707

f1/0610956njg

RATIFICATION AND APPROVAL OF ASSIGNMENT AND ACCEPTANCE OF RIGHTS AND DUTIES AS THE SUCCESSOR DECLARANT UNDER THE MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HUNTERS RIDGE DATED APRIL 8, 1991

The undersigned Lot or Site owner hereby certifies and agrees as follows:

1. That the undersigned is/are the sole owner of the following described Lot or Site in the Hunters Ridge Development.

Lot/Site # 21 Block/Tract # K

2. That each of the undersigned has received a copy of the written document entitled "Assignment and Acceptance of Rights and Duties as the Successor Declarant under the Master Declaration of Covenants, Conditions and Restrictions for Hunters Ridge" which is dated the 8th day of April, 1991 (herein called the "Assignment").

3. That each of the undersigned hereby ratifies and approves the terms and provisions of said Assignment.

Dated the 16 day of April, 1991.

Signature

Philip Picard
Printed Name

Signature

Edith L. Picard
Printed Name

Signature

Stanley F. Abjornson
Printed Name

Signature

Shirley F. Abjornson
Printed Name

OR2224 PG3708

f1/0610956njg

RATIFICATION AND APPROVAL OF ASSIGNMENT AND ACCEPTANCE OF RIGHTS AND DUTIES AS THE SUCCESSOR DECLARANT UNDER THE MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HUNTERS RIDGE DATED APRIL 8, 1991

The undersigned Lot or Site owner hereby certifies and agrees as follows:

1. That the undersigned ~~is~~ are the sole owner of the following described Lot or Site in the Hunters Ridge Development.

Lot/Site # 23 Block/Tract # K

2. That each of the undersigned has received a copy of the written document entitled "Assignment and Acceptance of Rights and Duties as the Successor Declarant under the Master Declaration of Covenants, Conditions and Restrictions for Hunters Ridge" which is dated the 8th day of April, 1991 (herein called the "Assignment").

3. That each of the undersigned hereby ratifies and approves the terms and provisions of said Assignment.

Dated the 16th day of April, 1991.

Warren F. Pelton
Signature

WARREN F. PELTON
Printed Name

Patricia W. Pelton
Signature

PATRICIA W. PELTON
Printed Name

_____
Signature

_____
Printed Name

_____
Signature

_____
Printed Name

f1/0610956njg

OR2224 PG3709

RATIFICATION AND APPROVAL OF ASSIGNMENT AND ACCEPTANCE OF RIGHTS AND DUTIES AS THE SUCCESSOR DECLARANT UNDER THE MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HUNTERS RIDGE DATED APRIL 8, 1991

The undersigned Lot or Site owner hereby certifies and agrees as follows:

1. That the undersigned is/are the sole owner of the following described Lot or Site in the Hunters Ridge Development.

~~Lot/Site~~ VILLA #24 Block/Tract # K.

2. That each of the undersigned has received a copy of the written document entitled "Assignment and Acceptance of Rights and Duties as the Successor Declarant under the Master Declaration of Covenants, Conditions and Restrictions for Hunters Ridge" which is dated the 8th day of April, 1991 (herein called the "Assignment").

3. That each of the undersigned hereby ratifies and approves the terms and provisions of said Assignment.

Dated the 17TH day of APRIL, 1991.

(865459 ONTARIO LIMITED)
SITE OWNER

[redacted]

Signature

R. B. BAILEY
Printed Name

Signature

M. K. BAILEY
Printed Name

Signature

Printed Name

Signature

Printed Name

£1/0610956njg

OR2224 PG3710

RATIFICATION AND APPROVAL OF ASSIGNMENT AND ACCEPTANCE OF RIGHTS AND DUTIES AS THE SUCCESSOR DECLARANT UNDER THE MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HUNTERS RIDGE DATED APRIL 8, 1991

The undersigned Lot or Site owner hereby certifies and agrees as follows:

1. That the undersigned is/are the sole owner of the following described Lot or Site in the Hunters Ridge Development.

Lot/Site # 25 Block/Tract # K

2. That each of the undersigned has received a copy of the written document entitled "Assignment and Acceptance of Rights and Duties as the Successor Declarant under the Master Declaration of Covenants, Conditions and Restrictions for Hunters Ridge" which is dated the 8th day of April, 1991 (herein called the "Assignment").

3. That each of the undersigned hereby ratifies and approves the terms and provisions of said Assignment.

Dated the 9th day of April, 1991.

Milton B Oren
Signature

MILTON B OREN
Printed Name

Marion J. Topalian
Signature

MARION J. TOPALIAN
Printed Name

Signature

Printed Name

Signature

Printed Name

OR2224 PG3711

f1/0610956njg

RATIFICATION AND APPROVAL OF ASSIGNMENT AND ACCEPTANCE OF RIGHTS AND DUTIES AS THE SUCCESSOR DECLARANT UNDER THE MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HUNTERS RIDGE DATED APRIL 8, 1991

The undersigned Lot or Site owner hereby certifies and agrees as follows:

1. That the undersigned is/are the sole owner of the following described Lot or Site in the Hunters Ridge Development.

Lot/Site # 26 Block/Tract # K

2. That each of the undersigned has received a copy of the written document entitled "Assignment and Acceptance of Rights and Duties as the Successor Declarant under the Master Declaration of Covenants, Conditions and Restrictions for Hunters Ridge" which is dated the 8th day of April, 1991 (herein called the "Assignment").

3. That each of the undersigned hereby ratifies and approves the terms and provisions of said Assignment.

Dated the 11th day of April, 1991.

W. D. Heeley
Signature

W. D. Heeley
Printed Name

R. L. Heeley.
Signature

R. L. HEELEY
Printed Name

Signature

Printed Name

Signature

Printed Name

OR2224 PG3712

fl/0610956njg

RATIFICATION AND APPROVAL OF ASSIGNMENT AND ACCEPTANCE OF RIGHTS AND DUTIES AS THE SUCCESSOR DECLARANT UNDER THE MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HUNTERS RIDGE DATED APRIL 8, 1991

The undersigned Lot or Site owner hereby certifies and agrees as follows:

1. That the undersigned is/are the sole owner of the following described Lot or Site in the Hunters Ridge Development.

Lot/Site # 27 Block/Tract # K

2. That each of the undersigned has received a copy of the written document entitled "Assignment and Acceptance of Rights and Duties as the Successor Declarant under the Master Declaration of Covenants, Conditions and Restrictions for Hunters Ridge" which is dated the 8th day of April, 1991 (herein called the "Assignment").

3. That each of the undersigned hereby ratifies and approves the terms and provisions of said Assignment.

Dated the 9th day of April, 1991.

GIEG Investment Company

By: Steven D. Rowe general partner
Signature

Steven D. Rowe
Printed Name

OR 2224 PG 713

RATIFICATION AND APPROVAL OF ASSIGNMENT AND ACCEPTANCE OF RIGHTS AND DUTIES AS THE SUCCESSOR DECLARANT UNDER THE MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HUNTERS RIDGE DATED APRIL 8, 1991

The undersigned Lot or Site owner hereby certifies and agrees as follows:

1. That the undersigned is/are the sole owner of the following described Lot or Site in the Hunters Ridge Development.

Lot/Site # 28 Block/Tract # K

2. That each of the undersigned has received a copy of the written document entitled "Assignment and Acceptance of Rights and Duties as the Successor Declarant under the Master Declaration of Covenants, Conditions and Restrictions for Hunters Ridge" which is dated the 8th day of April, 1991 (herein called the "Assignment").

3. That each of the undersigned hereby ratifies and approves the terms and provisions of said Assignment.

Dated the 12th day of April, 1991.

Signature

Douglas A. Henrickson
Printed Name

Signature

Bonnie J. Henrickson
Printed Name

Signature

Printed Name

Signature

Printed Name

OR2224 PG3714

f1/0610956njg

RATIFICATION AND APPROVAL OF ASSIGNMENT AND ACCEPTANCE OF RIGHTS AND DUTIES AS THE SUCCESSOR DECLARANT UNDER THE MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HUNTERS RIDGE DATED APRIL 8, 1991

The undersigned Lot or Site owner hereby certifies and agrees as follows:

1. That the undersigned is/are the sole owner of the following described Lot or Site in the Hunters Ridge Development.

Lot/Site # 29 Block/Tract # K

2. That each of the undersigned has received a copy of the written document entitled "Assignment and Acceptance of Rights and Duties as the Successor Declarant under the Master Declaration of Covenants, Conditions and Restrictions for Hunters Ridge" which is dated the 8th day of April, 1991 (herein called the "Assignment").

3. That each of the undersigned hereby ratifies and approves the terms and provisions of said Assignment.

Dated the 17 day of APRIL, 1991.

Signature

WALTER G. CHAPMAN
Printed Name

Signature

BETTY JANE BREBNER
Printed Name

Signature

Printed Name

Signature

Printed Name

OR2224 PG3715

f1/0610956njg

RATIFICATION AND APPROVAL OF ASSIGNMENT AND ACCEPTANCE OF RIGHTS AND DUTIES AS THE SUCCESSOR DECLARANT UNDER THE MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HUNTERS RIDGE DATED APRIL 8, 1991

The undersigned Lot or Site owner hereby certifies and agrees as follows:

1. That the undersigned is/are the sole owner of the following described Lot or Site in the Hunters Ridge Development.

Lot/Site # 34 Block/Tract # K.

2. That each of the undersigned has received a copy of the written document entitled "Assignment and Acceptance of Rights and Duties as the Successor Declarant under the Master Declaration of Covenants, Conditions and Restrictions for Hunters Ridge" which is dated the 8th day of April, 1991 (herein called the "Assignment").

3. That each of the undersigned hereby ratifies and approves the terms and provisions of said Assignment.

Dated the 8th day of April, 1991.

D. R. Alsop
Signature

Don Alsop
Printed Name

Norma E. Alsop
Signature

Norma E. Alsop
Printed Name

Signature

Printed Name

Signature

Printed Name

OR2224 PG3716

f1/0610956njg

RATIFICATION AND APPROVAL OF ASSIGNMENT AND ACCEPTANCE OF RIGHTS AND DUTIES AS THE SUCCESSOR DECLARANT UNDER THE MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HUNTERS RIDGE DATED APRIL 8, 1991

The undersigned Lot or Site owner hereby certifies and agrees as follows:

1. That the undersigned is/are the sole owner of the following described Lot or Site in the Hunters Ridge Development.

Lot/Site # 36 Block/Tract # K

2. That each of the undersigned has received a copy of the written document entitled "Assignment and Acceptance of Rights and Duties as the Successor Declarant under the Master Declaration of Covenants, Conditions and Restrictions for Hunters Ridge" which is dated the 8th day of April, 1991 (herein called the "Assignment").

3. That each of the undersigned hereby ratifies and approves the terms and provisions of said Assignment.

Dated the 18 day of April, 1991.

Leroy McCully
Signature

LEROY McCULLY
Printed Name

Ruth McCully
Signature

RUTH McCULLY
Printed Name

Signature

Printed Name

Signature

Printed Name

OR2224 PG3717

f1/0610956njg

RATIFICATION AND APPROVAL OF ASSIGNMENT AND ACCEPTANCE OF RIGHTS AND DUTIES AS THE SUCCESSOR DECLARANT UNDER THE MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HUNTERS RIDGE DATED APRIL 8, 1991

The undersigned Lot or Site owner hereby certifies and agrees as follows:

1. That the undersigned is/are the sole owner of the following described Lot or Site in the Hunters Ridge Development.

Lot/Site # 38 Block/Tract # K

2. That each of the undersigned has received a copy of the written document entitled "Assignment and Acceptance of Rights and Duties as the Successor Declarant under the Master Declaration of Covenants, Conditions and Restrictions for Hunters Ridge" which is dated the 8th day of April, 1991 (herein called the "Assignment").

3. That each of the undersigned hereby ratifies and approves the terms and provisions of said Assignment.

Dated the 10 day of April, 1991.

12737 Marden Cove

Signature

Scott Diedenhorst

Printed Name

Signature

Printed Name

Signature

Printed Name

Signature

Printed Name

OR2224 PG3718

f1/0610956njg

RATIFICATION AND APPROVAL OF ASSIGNMENT AND ACCEPTANCE OF RIGHTS AND DUTIES AS THE SUCCESSOR DECLARANT UNDER THE MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HUNTERS RIDGE DATED APRIL 8, 1991

The undersigned Lot or Site owner hereby certifies and agrees as follows:

1. That the undersigned is/are the sole owner of the following described Lot or Site in the Hunters Ridge Development.

Lot/Site # 39 — VILLA — Block/Tract # K

2. That each of the undersigned has received a copy of the written document entitled "Assignment and Acceptance of Rights and Duties as the Successor Declarant under the Master Declaration of Covenants, Conditions and Restrictions for Hunters Ridge" which is dated the 8th day of April, 1991 (herein called the "Assignment").

3. That each of the undersigned hereby ratifies and approves the terms and provisions of said Assignment.

Dated the 15th day of APRIL, 1991.

John Fiore Jr.
Signature

JOHN FIORE JR
Printed Name

Elaine Fiore
Signature

ELAINE FIORE
Printed Name

Signature

Printed Name

Signature

Printed Name

OR2224 PG3719

f1/0610956njg

RATIFICATION AND APPROVAL OF ASSIGNMENT AND ACCEPTANCE OF RIGHTS AND DUTIES AS THE SUCCESSOR DECLARANT UNDER THE MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HUNTERS RIDGE DATED APRIL 8, 1991

The undersigned Lot or Site owner hereby certifies and agrees as follows:

1. That the undersigned is/are the sole owner of the following described Lot or Site in the Hunters Ridge Development.

Lot/Site #41 Block/Tract # K

2. That each of the undersigned has received a copy of the written document entitled "Assignment and Acceptance of Rights and Duties as the Successor Declarant under the Master Declaration of Covenants, Conditions and Restrictions for Hunters Ridge" which is dated the 8th day of April, 1991 (herein called the "Assignment").

3. That each of the undersigned hereby ratifies and approves the terms and provisions of said Assignment.

Dated the 15th day of April, 1991.

Carl F. Koenig
Signature

Carl F. Koenig
Printed Name

M. Louise Koenig
Signature

M. Louise Koenig
Printed Name

_____
Signature

_____
Printed Name

_____
Signature

_____
Printed Name

OR2224 PG3720

fl/0610956njg

RATIFICATION AND APPROVAL OF ASSIGNMENT AND ACCEPTANCE OF RIGHTS AND DUTIES AS THE SUCCESSOR DECLARANT UNDER THE MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HUNTERS RIDGE DATED APRIL 8, 1991

The undersigned Lot owner hereby certifies and agrees as follows:

1. That the undersigned is/are the sole owner of the following described Lot in the Hunters Ridge Development.

Lot # 9	Block A
Lots 13 and 17	Block B
Lots 10 thru 12 and 15 thru 20	Block C
Lots 1 thru 21	Block D
Lots 1 thru 5 and 8 thru 22	Block F
Lots 1 thru 6	Block H

Total 59 Lots

2. That the undersigned has received a copy of the written document entitled "Assignment and Acceptance of Rights and Duties as the Successor Declarant under the Master Declaration of Covenants, Conditions and Restrictions for Hunters Ridge" which is dated the 8th day of April, 1991 (herein called the "Assignment").

3. That the undersigned hereby ratifies and approves the terms and provisions of said Assignment.

Dated the 8th day of April, 1991.

BEAU KASTLE DEVELOPERS, INC.

BY: _____

OR2224 PG3721

f1/081105Dnjg

RATIFICATION AND APPROVAL OF ASSIGNMENT AND ACCEPTANCE OF RIGHTS AND DUTIES AS THE SUCCESSOR DECLARANT UNDER THE MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HUNTERS RIDGE DATED APRIL 8, 1991

The undersigned Site owner hereby certifies and agrees as follows:

1. That the undersigned is the sole owner of the following described Sites in the Hunters Ridge Development:

Site # 10	Tract C
Site # 1	Tract H
Site # 2	Tract H
Site # 3	Tract H
Site # 4	Tract H
Site # 10	Tract K
Site # 30	Tract K
Site # 31	Tract K
Site # 32	Tract K
Site # 33	Tract K
Site # 42	Tract K
Site # 43	Tract K
Site # 44	Tract K
Site # 45	Tract K

2. That the undersigned has received a copy of the written document entitled "Assignment and Acceptance of Rights and Duties under the Master Declaration for Hunters Ridge" which is dated the 8th day of April, 1991 (herein called the "Assignment").

3. That the undersigned hereby ratifies and approves the terms and provisions of said Assignment.

Dated the 29th day of April, 1991.

GLENDALE FEDERAL BANK, F.S.B.

BY: Glenn R. Hall

Title: Vice President

ATTEST: Dorothy M. Brown

Title: Asst. Secretary

(Corporate Seal)

OR2224 PG3722

91 MAY 31 PM 3:59 CHARLIE GREEN LEE CTY FL

69.00

1589

3121503

FIRST AMENDMENT TO MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR HUNTERS RIDGE

OR2262 PG2992

THIS FIRST AMENDMENT (the "First Amendment") is made this 22nd day of November, 1991, by BBA DEVELOPMENT CORP., a Florida corporation (herein sometimes called the "Declarant") which has succeeded to the rights of the Declarant under the Master Declaration of Covenants, Conditions and Restrictions for Hunters Ridge (the "Master Declaration") as the same is recorded in Book OR 2003 at Page 4209 pursuant to the Assignment and Acceptance of Rights and Duties as the Successor Declarant under the Master Declaration of Covenants, Conditions and Restrictions for Hunters Ridge (the "Assignment") as the same is recorded in Book OR 2224 at Page 3605 and the Certificate of Title issued by the Clerk of Court of Lee County, Florida (the "Certificate") as the same is recorded in Book OR 2237 at Page 1589, all such documents being recorded in the Public Records of Lee County, Florida.

R E C I T A L S:

WHEREAS, BBA DEVELOPMENT CORP. is now the owner of the the parcel of land commonly known as the South Parcel of the Hunters Ridge Development, less and except however those Lots and Sites which have heretofore been conveyed to third parties by the Declarant's predecessor in title, as evidenced by the Certificate of Title recorded in Book OR 2237 at Page 1589 in the Public Records of Lee County, Florida;

AND WHEREAS, BBA DEVELOPMENT CORP. is also now the Declarant under the Master Declaration having succeeded to such rights,

RECORD VERIFIED - CHARLIE GREEN, CLERK

duties and obligations pursuant to the Assignment and the Certificate;

AND WHEREAS, BBA DEVELOPMENT CORP. is also the owner of the parcel of land commonly known as the North Parcel of the Hunters Ridge Development having acquired title to the same by the deed recorded in Book OR 2163 at Page 2469 in the Public Records of Lee County, Florida, said North Parcel being more particularly described as follows:

> That part of the South 1/2 of the North 1/2 of Section 6, Township 48 South, Range 26 East and that portion of the North 1/4 of the South 1/2 of Section 6, Township 48 South, Range 26 East all of Lee County, Florida, lying East of Interstate 75 (Florida State Road 93) as the same is shown on the State of Florida D.O.T. Right-of-Way maps of State Road No. 93, Section 12075-2401, Sheets 1 and 5; less the Right-of-Way of the 60.0 foot access Road No. 10 as the same is shown on the State of Florida D.O.T. maps of State Road No. 93, Section 12075-2401, Sheets 1 and 5.

AND WHEREAS, BBA DEVELOPMENT CORP. now desires to submit the North Parcel of the Hunters Ridge Development as the same is described herein and any remaining portions of the South Parcel which have not heretofore been submitted to the provisions of the Master Declaration, exclusive, however, of the property and easements heretofore conveyed to Hunter's Ridge Utility Co. of Lee County (herein called the "Sewer Treatment Facility") to the provisions of the Master Declaration as herein amended in order to unify the Hunters Ridge Development into a single development consisting of all of the property commonly known as the South and North Parcels of the Hunters Ridge Development, excluding, however, the Sewer Treatment Facility;

OR 2262 PG 2993

NOW, THEREFORE, BBA DEVELOPMENT CORP. hereby declares that all Lots, Sites or other residential dwelling units (which for purposes of this First Amendment and the Master Declaration shall be deemed to include condominium units and other types of single family residential dwelling units included within a building or other structure designed for multiple residential dwelling units) which are now located or which are to be hereafter located within the properties described as the South and North Parcels of the Hunters Ridge Development, excluding, however, the Sewer Treatment Facility (herein called the "Hunters Ridge Development") shall be sold, held, owned and conveyed subject to the provisions of the Master Declaration as herein amended. This First Amendment is made pursuant to the authority of the Declarant to amend the aforesaid Master Declaration as set forth in Section 10.06 of Article X of the Master Declaration and the agreements set forth in the Assignment. The intent and purpose of this First Amendment is to clarify the rights and duties of the Declarant and the rights and duties of the Association and its members, to unify the North and South Parcels as a single development, and to reduce the number of Charter and Golf memberships that may be issued to a maximum of 550 in number without affecting the rights and duties of the existing members.

To accomplish this objective, the Declarant hereby revokes Article IX of the Master Declaration in its entirety and substitutes the following new Article IX in place thereof. The Declarant hereby submits all present and future Lots, Sites or

OR2262 PG2994

other residential dwelling units that may now or may hereafter be constructed within the Hunters Ridge Development to the terms, provisions and conditions of the Master Declaration as herein amended.

ARTICLE IX
GOLF COURSE AND CLUBHOUSE

9.01 The Declarant is the owner of the eighteen (18) hole golf course, driving range, practice putting green, cart storage building, maintenance building, clubhouse, swimming pool, tennis courts, and other attendant facilities (herein called the "Country Club Facility") which is located on both the South and North Parcels of the Hunters Ridge Development, the location and property lines to be substantially as shown on the Master Concept Plan filed with the Lee County authorities, but the exact location of the property lines of the Country Club Facility and any easements that are necessary for the beneficial use and enjoyment thereof shall be determined by the Declarant in its sole discretion.

9.02 The Declarant shall operate and maintain the Country Club Facility at such times and in such manner as it deems appropriate until such time as the Declarant conveys the Country Club Facility to the Association as herein provided in accordance with subparagraph 9.03. This right to operate the Country Club Facility shall include the right to allow non member use of the Country Club Facility upon terms and conditions that are acceptable to the Declarant until such time as there are 550 active Golf Memberships issued, at which time the Declarant's right to allow non member use of the Country Club Facility shall terminate; provided, however, any interim Golf Memberships issued by the Declarant prior to issuing 550 active Golf Memberships shall continue until their expiration date at which time they shall terminate. Interim Golf Memberships issued by the Declarant shall not exceed 12 months in term. The right to operate and maintain the Country Club Facility may also be delegated or assigned to a third party by the Declarant, or any successor or assignee of the Declarant who shall become a successor Declarant, until such time as the Declarant, or such successor Declarant, becomes obligated to convey the Country Club Facility to the Association as herein provided. For purposes of this Article IX, the term "active Golf Memberships" shall include Charter Members that have elected to be Golf Members as well as regular Golf Memberships.

9.03 The Declarant shall not be required to convey the legal or equitable title and ownership of the Country Club Facility to

the Association until such time as the Declarant, or any successor or assignee who becomes a successor Declarant, shall no longer own any property located within the North and South Parcels of the Hunters Ridge Development which is suitable for development into Lots, Sites or other residential dwellings units. The Declarant, or any successor Declarant, may convey, and the Association shall accept, title to the Country Club Facility free of any cost to the Association at any time prior to the conveyance of the last Site, Lot or other residential dwelling unit owned by the Declarant, or any successor Declarant, at the Declarant's, or such successor Declarant's, sole option. The conveyance of the Country Club Facility to the Association shall be by quitclaim deed which shall convey all of the Declarant's right, title and interest in the Country Club Facility free and clear of any financial liens or other financial encumbrances. The Declarant shall not be required to provide any title insurance coverage, abstract of title or survey with respect to the Country Club Facility, and any such title insurance coverage, abstract of title or survey requested by the Association shall be at the sole cost and expense of the Association.

9.04 Membership in the Association shall be mandatory and shall require the member to maintain either a Charter Membership, a Golf Membership or a Social Membership in the Country Club Facility. Charter Memberships shall be issued to all existing third parties who own Lots or Sites in the Hunters Ridge Development as of the date of this First Amendment without the payment of any initiation fee. No further Charter Memberships shall be issued, but all such Charter Memberships may be transferred to the purchaser of the Lot or Site to which it applies as hereinafter provided. All future memberships shall be either Golf Memberships or Social Memberships and shall be issued to each owner of a Lot, Site or other residential dwelling unit upon the closing of the purchase of a Lot, Site or other residential dwelling unit and upon the payment of the initiation fee from time to time established by the Declarant for such membership, unless otherwise waived by the Declarant, a successor Declarant, or the Association after the Country Club Facility has been conveyed to the Association, as the case may be.

9.05 The total number of memberships shall not exceed a total of 800 or the total number of Lots, Sites and other residential dwelling units constructed within the Hunters Ridge Development, whichever is less. Charter and Golf memberships shall not exceed an aggregate of 550 in number. Owners of Lots, Sites or residential dwelling units who do not maintain a Charter or Golf Membership shall maintain a Social Membership, unless otherwise waived by the Declarant, a successor Declarant, or the Association after the Country Club Facility has been conveyed to the Association as herein provided. The Declarant, or any successor or assignee of the Declarant, shall have the right, but shall not be obligated, to sell interim annual, seasonal or other

OR2262 PG2996

temporary types of memberships to non members of the Association until such time as a total of 550 active Golf memberships have been issued to members of the Association, whereupon no further interim annual or other temporary memberships shall be issued in the Country Club Facility to such non members of the Association.

9.06 The appropriate Membership Certificate shall be issued to each owner of a Lot, Site or other residential dwelling unit in a form which is substantially in the format of the Certificates which are attached hereto and the owners of each Lot, Site or other residential dwelling unit shall designate the individual in whose name the membership shall be issued. Until such time as the owner designates the member as herein required and files a copy of the Membership Certificate with the Association which designates the individual who is to be the member, such member or the person or persons authorized to use the Country Club Facility through such member shall not be authorized to use the Country Club Facility without the prior consent of the Declarant. There shall be a ninety (90) day grace period from the date of the filing of the First Amendment within which all current owners must file a copy of the Charter Membership Certificate with the Association which shall designate the individual who is to be the Charter Member.

9.07 Upon the transfer and conveyance of a Lot, Site or other residential dwelling unit to a third party, the member selling said Lot, Site or other residential dwelling unit shall surrender his or her membership Certificate to the Association and a new Certificate shall be issued to the new owner of the Lot, Site or other residential dwelling unit who shall thereupon designate on such Certificate the individual who shall be the member and shall cause a copy of such new membership Certificate to be filed with the Association.

9.08 Membership and the right to use the Country Club Facilities associated with such membership for purposes of this Article IX shall mean the person designated on the membership Certificate as the member, his or her spouse, or one other adult person who is unmarried and has the same permanent address as that of the member under whom he or she is claiming if the member is also unmarried, and all children of such member who are under the age of twenty one (21) years and whose permanent address is the same as that of the member under whom they are claiming membership. Membership shall not include two or more families or individuals (except as herein otherwise provided) owning or occupying a Lot, Site or residential dwelling unit within the Hunters Ridge Development by way of joint ownership of such property and in such instance the joint owners must designate the individual who is to be the member in the Country Club Facility. Likewise, a Lot, Site or residential dwelling unit owned by a corporation or other entity shall also designate in writing to the Declarant, or to the Association if the Country Club Facility has

OR2262 PG2997

been conveyed to the Association, one individual who shall be designated as the member of the Country Club Facility.

9.09 The memberships herein provided shall be appurtenant to and run with the title of the Lot, Site or other residential dwelling unit which entitled the owner thereof to membership in the Country Club Facility. The type of membership which was elected and maintained by such owner shall automatically transfer to the purchaser of such Lot, Site or other residential unit. Charter or Golf memberships may be surrendered to the Declarant, or to the Association after the Country Club Facility has been conveyed to the Association, and a Social Membership shall thereafter be issued to the member in lieu thereof upon terms and conditions from time to time adopted by the Declarant, or by the Association after the Country Club Facility has been conveyed to the Association. In the event a Golf Membership is surrendered to the Association, the member may not thereafter elect to change back to a Golf Membership except upon such terms and conditions as are then in effect and as established by the Declarant, or by the Association after the Country Club Facility has been conveyed to the Association. If a member surrenders a Golf Membership so that the number of existing Golf and Charter Memberships is less than 550, members of the Association who are Social Members may elect to become Golf Members in accordance with the rules, procedures and priorities among such Social Members, and upon the payment of such initiation fee as may be established by the Declarant or by the Association after the Country Club Facility has been conveyed to the Association.

9.10 In the event a member fails to pay the required annual dues levied by the Declarant, or by the Association after the Country Club Facility has been conveyed to the Association, within sixty (60) days of the due date of such dues, the Declarant, or the Association after the Country Club Facility has been conveyed to the Association, shall have the right and option of terminating the membership of such delinquent member. The Declarant, or the Association, as the case may be, shall not be obligated to exercise this right and option and the failure to exercise this right and option shall in no way eliminate or alter the liability of the delinquent member from the payment of any dues, penalties or interest that may be due and payable with respect to such membership. In the event the Declarant, or the Association after the Country Club Facility has been conveyed to the Association, as the case may be, elects to terminate a Charter or a Golf Membership, the terminated Charter or Golf Member shall thereafter become a Social Member with all of the rights, duties and privileges associated therewith.

9.11 A Charter Member may elect to be either a Golf Member or a Social Member and may change the type of membership from year to year by paying the annual dues associated with the type of membership desired. In the event a Charter Member elects to be a

OR 2262 PG 2998

Social Member, such membership shall not be counted as an active Golf Membership for purposes of this Article IX. The election between being a Golf Member or a Social Member must be made on a annual basis and cannot be changed during any calendar year once an election has been made for such year without the consent of the Declarant or the Association after the Country Club Facility has been conveyed to the Association. A Charter Member who elects to be a Golf Member shall have all of the rights and privileges herein given to a Golf Member so long as he or she maintains a Golf Membership. After the Country Club Facility has been conveyed to the Association, a Charter Member, even if such Charter Member elects to be a Social Member during any particular calendar year or years, shall be entitled to vote on all issues brought before the Association which require a vote of the membership and such Charter Membership shall entitle the Charter Member to a 1/550ths ownership interest in the assets owned by the Association.

9.12 A Golf Membership shall entitle the persons as herein stated to the use of all of the Country Club Facilities, including, without limitation, the golf course, driving range, practice putting green and other related golf course facilities upon payment of the annual dues without further charge for green fees or practice range balls. A Golf Membership shall entitle the persons as stated herein to the use of a privately owned golf cart by paying the required trail fee from time to time established by the Declarant or the Association after the Country Club Facility has been conveyed to the Association so long as the privately owned golf cart meets the criteria of the Declarant or the Association after the Country Club Facility has been conveyed to the Association as to appearance. When not in use, a privately owned golf cart must be stored in a garage where it is not visible from the street or the golf course. Any violation of this provision may allow the Declarant, or the Association after the Country Club Facility has been conveyed to the Association, to suspend the member's use of such privately owned golf cart until such time as the member has taken action satisfactory to the Declarant or the Association, as the case may be, to correct such violation. A Golf Membership does not include the cost of renting a golf cart owned or provided by the Declarant or the Association. A Golf Membership shall entitle the member to priority on tee times in accordance with rules established from time to time by the Declarant or by the Association after the Country Club Facility has been conveyed to the Association. After the Country Club Facility has been conveyed to the Association, a Golf Member shall be entitled to vote on all issues brought before the Association which require a vote of the membership and such Golf Membership shall entitle the Golf Member to a 1/550ths ownership interest in the assets owned by the Association.

9.13 A Social Membership shall entitle the persons as herein stated to the use of the clubhouse, tennis courts and swimming

OR2262 PG2999

pool, but shall specifically exclude the use of the golf course, driving range, practice putting green and other golf course related facilities. A person holding a Social Membership may be entitled to use the golf course facilities upon such terms and at such times and upon payment of such fees as from time to time may be established by the Declarant, or by the Association after the Country Club Facility has been conveyed to the Association, but this right to allow the use of the golf course facilities by a Social Member shall not be allowed or permitted without the consent of the Charter and Golf Members so long as there are 550 active Golf Memberships paying annual dues A Social Member shall only be entitled to vote on issues relating to the maintenance of the common areas, the establishment of the annual dues and special assessments relating to the maintenance of the common areas, and the operation of the dining room facility, tennis courts and swimming pool. A Social Member shall have no ownership interest in the assets owned by the Association.

9.14 There are currently 147 existing third party owners of Lots or Sites in the Hunters Ridge Development that will be entitled to Charter Memberships. It is the intent of the Declarant to issue 403 Golf Memberships which will result in 550 memberships that have equity ownership in the assets owned by the Association. These assets will include the Country Club Facility once it is conveyed to the Association as herein provided. If a Charter or Golf Membership is surrendered to the Declarant or to the Association as provided herein, then an additional Golf Membership may be issued in its place in order to maintain a total of 550 equity memberships. At any time there does not exist 550 active Golf Memberships, the Declarant or the Association after the Country Club Facility has been conveyed to the Association may issue interim annual or other temporary Golf Memberships in a number equal to the difference between 550 and the number of active Golf Memberships so that the Country Club Facility may maintain a level of 550 active Golf Memberships even if one or more Charter Members elect to become Social Members during any calendar year after a total of 550 Charter and Golf Memberships have been issued. After the Country Club Facility has been conveyed to the Association, the Association may elect not to issue a new Golf Membership upon the surrender of a Charter or Golf Membership to the Association, in which event the percentage ownership interest in the assets owned by the Association of the then existing equity members shall be increased proportionately until such time as there are again 550 equity memberships issued.

9.15 Without limiting the powers of the Declarant, or a successor or assignee of the Declarant that becomes a successor Declarant, and of the Association after the Country Club Facility has been conveyed to the Association, the Declarant, a successor Declarant, or the Association, as the case may be, shall have the following powers in addition to those otherwise enumerated herein:

OR2262 PG3000

A. To promulgate reasonable rules and regulations governing the use of the Country Club Facility.

B. To charge and collect a reasonable greens fee for non member play on the golf course and use of the Country Club Facility during any time that there are less than 550 active Golf Memberships.

C. To allow public use of the golf course and Country Club Facility and to issue interim annual or other temporary Golf and/or Social memberships to non members of the Association during any time that there are less than 550 active Golf Memberships.

9.16 Notwithstanding any other provisions of the Master Declaration as amended hereby to the contrary, the Declarant and the Association after the Country Club Facility has been conveyed to the Association reserves the absolute right to deny the use rights in the Country Club Facility to members as a result of the nonpayment of dues, whether Charter, Golf or Social Members, and such denial of use shall in no way affect the duty and obligation of such members to pay the required dues, plus any interest, penalties or other costs of collection, including reasonable attorney fees, that may be associated therewith. The Declarant, any successor Declarant, or the Association after the Country Club Facility has been conveyed to the Association, may waive the requirement that a member of the Association maintain a membership in the Country Club Facility; provided, however, such waivers shall be issued solely in the discretion of the Declarant, a successor Declarant, or by the Association after the Country Club Facility has been conveyed to the Association, as the case may be, and shall be limited to cases in which maintaining a membership in the Country Club Facility would create a substantial hardship on the owner of the Lot, Site or other residential dwelling unit. A member must in all events maintain membership in the Association and pay the dues and assessments associated with the common area maintenance of the Hunter's Ridge Development.

9.17 Easements to permit the doing of every act necessary, proper and convenient to the playing of golf on the golf course adjacent to the Lots, Sites or other residential dwelling units which are subject to the Master Declaration are hereby granted and established. These acts shall include, but are not limited to, the recovery of golf balls from any area of such Lots, Sites or other residential dwelling units, the flights of golf balls over and upon such Lots, Sites, or other residential dwelling units, the use of necessary and usual equipment upon such golf course (and golf course easements as set forth herein), the usual and common noise level created by the playing of the game of golf, together with all of the other common and usual activities associated with the operation of a golf course. For any Lot, Site or other residential dwelling unit which shall abut a pond or lake

OR2262 PG3001

in the Hunter's Ridge Development and which as a result thereof, shall not have direct access to the golf course, there is created hereby a walkway easement over and across any Lot, Site or other area upon which a residential dwelling unit is located which shall constitute the nearest and most practicable route to the golf course for said owner. In the event of disputes among owners regarding the location of any such walkway easement, the Declarant or the Association after the Country Club Facility has been conveyed to the Association shall establish the location of said walkway, which decision shall be binding upon all Lot, Site or other residential dwelling unit owners involved.

9.18 The Declarant hereby reserves the right and authority, until such time as the Declarant conveys the Country Club Facility to the Association, to use the Country Club Facility, including the golf course facilities, for promotions and other events to promote the Hunter's Ridge Development and to assist in the overall marketing effort of the Hunter's Ridge Development.

9.19 All purchasers of Lots, Sites or other residential dwellings units in the Hunter's Ridge Development hereby consent to the irrigation of the golf course located within the Hunter's Ridge Development with treated effluent, provided said effluent is eminated from an approved treatment plant with a current operating permit from the State of Florida, Department of Environmental Regulation.

9.20 The voting rights and procedures which are set forth in the Bylaws of the Association which are attached to the Master Declaration and recorded in the Public Records of Lee County, Florida, are hereby amended to the extent necessary to allow and implement the distinction of voting rights herein established between the Charter and Golf Members and the Social Members and the Charter and Golf Members are hereby expressly authorized to call meetings which relate solely to the operation and maintenance of the golf course without notice to the Social Members and the Social Members shall not be included in establishing whether or not a quorum is present for such meeting.

IN WITNESS WHEREOF, the undersigned Declarant has caused this instrument to be executed in its corporate name as of the day and year first above written.

WITNESSES:

Norma S. Wygand

Joan C. Foster

BBA DEVELOPMENT CORP.

BY: Gary R. Perdue, Sr.

Gary R. Perdue, Sr.
Vice President

(Corporate Seal)

OR 2262 PG 3002

STATE OF North Carolina
COUNTY OF Craven

I hereby certify that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, personally appeared Gary R. Perdue, Sr. as the Vice President of BBA Development Corp. and he acknowledged before me that he executed the foregoing instrument on behalf of said corporation, with full authority to do so.

WITNESS my hand and official stamp or seal this 22nd day of November, 1991.

Sandra M Merchant
Notary Public

My Commission Expires:
11-5-94

SANDRA M. MERCHANT NOTARY PUBLIC CRAVEN COUNTY, N.C.

THIS INSTRUMENT WAS PREPARED BY:
Gary R. Perdue, Sr., Vice President
BBA Development Corp.
12500 Hunters Ridge Drive
Bonita Springs, FL 33923
1 (818) 992-6061

OR2262 PG3003

CHARTER MEMBERSHIP
IN
HUNTERS RIDGE COMMUNITY ASSOCIATION, INC.

This Certificates represents a Charter Membership in the Hunters Ridge Community Association, Inc. (herein called the "Association") which shall be appurtenant to, and shall run with the title of, the Lot or Site designated herein and the following individual is hereby designated as the Member for all purposes stated in the Master Declaration of Covenants, Conditions and Restrictions for Hunters Ridge, as amended (herein called the "Master Declaration").

_____
Name of Member

This Charter Membership shall be appurtenant to the following Lot or Site in the Hunters Ridge Development, to wit:

Lot No. _____ in Block _____
or
Site No. _____ in Tract _____

The Charter Member may elect to maintain either a Golf or a Social Membership by paying the required annual dues associated with such membership as from time to time established. The Charter Member shall have the voting rights as provided in the Master Declaration, as amended, and the Bylaws of the Association on all issues brought before the Association. The Charter Members and the Golf Members as a group shall not exceed a total of 550 in number and each Charter and Golf Membership shall represent a 1/550ths ownership in the assets of the Association, unless said interest is proportionately increased by the Association reducing the number of equity memberships as provided in the Master Declaration, as amended.

Issued this _____ day of _____, 19___.

ACCEPTED BY:

OWNER:

_____(SEAL)

_____(SEAL)

ISSUED BY:

BBA DEVELOPMENT CORP.

BY:_____

Title: _____ President

(Corporate Seal)

OR2262 PG3004

GOLF MEMBERSHIP
IN
HUNTERS RIDGE COMMUNITY ASSOCIATION, INC.

This Certificates represents a Golf Membership in the Hunters Ridge Community Association, Inc. (herein called the "Association") which shall be appurtenant to, and shall run with the title of, the Lot, Site or other residential dwelling unit designated herein and the following individual is hereby designated as the Member for all purposes stated in the Master Declaration of Covenants, Conditions and Restrictions for Hunters Ridge, as amended (herein called the "Master Declaration").

_____
Name of Member

This Golf Membership shall be appurtenant to the following Lot, Site or other residential dwelling unit in the Hunters Ridge Development, to wit:

Lot No. _____ in Block _____
or
Site No. _____ in Tract _____
or
Unit No. _____ in _____

The Golf Member shall be required to pay the annual dues associated with such membership as from time to time established. The Golf Member shall have the voting rights as provided in the Master Declaration, as amended, and the Bylaws of the Association on all issues brought before the Association. The Golf Members and the Charter Members as a group shall not exceed a total of 550 in number and each Golf and Charter Membership shall represent a 1/550ths ownership in the assets of the Association, unless said interest is proporationately increased by the Association reducing the number of equity memberships as provided in the Master Declaration, as amended.

Issued this _____ day of _____, 19_____.

ACCEPTED BY:

OWNER:

_____(SEAL)

_____(SEAL)

ISSUED BY:

BBA DEVELOPMENT CORP.

BY:_____

Title: _____ President

(Corporate Seal)

OR2262 PG3005

CHARLIE GREEN CLK CTY FL
91 DEC -5 AM 10:02

OR2262 PG3006

SOCIAL MEMBERSHIP
IN
HUNTERS RIDGE COMMUNITY ASSOCIATION, INC.

This Certificates represents a Social Membership in the Hunters Ridge Community Association, Inc. (herein called the "Association") which shall be appurtenant to, and shall run with the title of, the Lot, Site or other residential dwelling unit designated herein and the following individual is hereby designated as the Member for all purposes stated in the Master Declaration of Covenants, Conditions and Restrictions for Hunters Ridge, as amended (herein called the "Master Declaration").

_____
Name of Member

This Social Membership shall be appurtenant to the following Lot, Site or other residential dwelling unit in the Hunters Ridge Development, to wit:

Lot No. _____ in Block _____
or
Site No. _____ in Tract _____
or
Unit No. _____ in _____

The Social Member shall be required to pay the annual dues associated with such membership as from time to time established. The Social Member shall only have voting rights as provided in the Master Declaration, as amended, on issues that relate to common area maintainance, the establishment of the dues and assessments for the common area maintenance and the operation of the Clubhouse dining room, tennis courts and swimming pool, but shall not have any voting rights with respect to matters relating to the operation or maintenance of the golf course and related golf course facilities. Furthermore, the Social Member shall not have any ownership interest or other rights in the assets owned by the Association.

Issued this _____ day of _____, 19_____.

ACCEPTED BY:

OWNER:

_____(SEAL)

_____(SEAL)

ISSUED BY:

BBA DEVELOPMENT CORP.

BY:_____

Title: _____ President

(Corporate Seal)

INSTR # 5308857 OR BK 3540 PG 2998 RECD 12/14/01 02:38 PM
CHARLIE GREEN, CLERK OF COURT, LEE COUNTY
DEPUTY CLERK L Parent

SECOND AMENDMENT TO MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESRICTIONS FOR HUNTERS RIDGE

THIS SECOND AMENDMENT (the "Second Amendment") is made this 14th day of December, 2001, by BBA DEVELOPMENT CORPORATION, a Florida corporation (herein sometimes called the "Declarant") which has succeeded to the rights of the Declarant under the Master Declaration of Covenants, Conditions and Restrictions for Hunters Ridge (the "Master Declaration") as the same is recorded in Book OR 2003 at Page 4209 pursuant to the Assignment and Acceptance of Rights and Duties as the Successor Declarant under the Master Declaration of Covenants, Conditions and Restrictions for Hunters Ridge (the "Assignment") as the same is recorded in Book OR 2224 at Page 3605 and the Certificate of Title issued by the Clerk of Court of Lee County, Florida (the "Certificate") as the same is recorded in Book OR 2237 at Page 1589, all such documents being recorded in the Public Records of Lee County, Florida.

R E C I T A L S:

WHEREAS, BBA DEVELOPMENT CORPORATION is the Declarant under the Master Declaration having succeeded to such rights, duties and obligations pursuant to the Assignment and the Certificate;

AND WHEREAS, BBA DEVELOPMENT CORPORATION now desires to eliminate the formation of Neighborhoods within the Hunters Ridge Development, the requirement of recording supplemental declarations for each Neighborhood to be formed, and any related matters pertaining to Neighborhoods (i.e. "Neighborhood",

"Neighborhood Assessments", "Neighborhood Committee", "Neighborhood Association", "Neighborhood Common Areas", "Voting Representative");

NOW, THEREFORE, BBA DEVELOPMENT CORPORATION hereby declares that all Lots, Sites or other residential dwelling units (which for purposes of this Second Amendment and the First Amendment and the Master Declaration shall be deemed to include condominium units and other types of single family residential dwelling units included within a building or other structure designed for multiple residential dwelling units) which are now located or which are to be hereafter located within the properties of the Hunters Ridge Development, excluding, however, the Sewer Treatment Facility (herein called the "Hunters Ridge Development") shall be sold, held, owned and conveyed subject to the provisions of the Master Declaration as herein amended. This Second Amendment is made pursuant to the authority of the Declarant to amend the aforesaid Master Declaration as set forth in Section 10.06 of Article X of the Master Declaration and the agreements set forth in the Assignment. The intent and purpose of this Second Amendment is to eliminate Neighborhood Associations, Supplemental Declarations for Neighborhood Associations, and all matters pertaining to Neighborhood Associations; and have the Community Association manage every Lot, Site or other residential dwelling units, as defined above, in the Hunters Ridge development, excluding, however, the Sewer Treatment Facility.

To accomplish this objective, the Declarant hereby revokes Article I, Sections 1.08, 1.09, 1.10 and 1.14 in its entirety; Article III, Sections 3.03 and 3.04 in its entirety; Article IV, Sections 4.02(A)(4) and 4.04 in its entirety; and also revokes in part Article I, Section 1.03 pertaining to "Neighborhood Common Areas"; Article III, Section 3.02 pertaining to "Voting Representative" and 3.05 pertaining to "appointed Directors to resign"; Article IV, Section 4.07 and 4.12 pertaining to "Neighborhood Associations"; Article X, Section 10.09 pertaining to "Voting Representatives". At this same time the Declarant hereby includes in Article IV, Section 4.11 that "deficiency" shall not include any bad debt and that the Declarant shall not be responsible for any bad debt; Article VII, Section 7.03 that no satellite dish over twenty four inches (24") in diameter shall be placed or erected upon any site; Article VII, Section 7.10 that automobile and golf cart garage doors must be kept closed at all times except when actively being used by the occupant of the dwelling.

The Declarant hereby submits all present and future lots, sites or other residential dwelling units that may now or may hereafter be constructed within the Hunters Ridge Development to the terms, provisions and conditions of the Master Declaration as herein amended.

IN WITNESS WHEREOF, the undersigned Declarant has caused

this instrument to be executed in its corporate name as of the day and year first above written.

WITNESSES:

BBA DEVELOPMENT CORPORATION

BY: Donald G. Huprich
Donald G. Huprich
Vice President

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF LEE

I hereby certify that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, personally appeared Donald G. Huprich as the Vice President of BBA Development Corporation and he acknowledged before me that he executed the foregoing instrument on behalf of said corporation, with full authority to do so.

WITNESS my hand and official stamp or seal this 14th day of December, 2001.

Gloria Wolner
Notary Public

My Commission Expires:

10/26/03

Gloria Wolner
MY COMMISSION # CC883171 EXPIRES
October 26, 2003
BONDED THRU TROY FAIN INSURANCE, INC.

THIS INSTRUMENT WAS PREPARED BY:
Donald G. Huprich, Vice President
BBA Development Corporation
12500 Hunters Ridge Drive
Bonita Springs, FL 34135
(941) 992-4900

This Instrument Prepared By:
George L. Consoer, Jr.
Humphrey & Knott, P.A.
1625 Hendry Street
Fort Myers, Florida 33901
(941) 334-2722

3386820

OR2662 PG0809

• RECORD VERIFIED - CHARLIE GREEN, CLERK •
• BY: HELEN CARROLL, D.C. •

SATISFACTION AND RELEASE OF DECLARATION TO MAKE CONTRIBUTIONS IN AID OF CONSTRUCTION

Agreement made this 15th day of December 1995 by Hunters Ridge Utility Company of Lee County, a Florida corporation, and BBA Development Corp., a Florida corporation.

BACKGROUND

The parties entered into a certain "Declaration of Covenant to Make Contributions in Aid of Construction and Agreement to Provide Sewer Service". Said instrument was recorded at O.R. Book 2161, Page 1197, of the Public Records of Lee County, Florida. Among other things, that Agreement provided that the named Declarant, which is BBA Development Corp., was to pay to the Utility Company, which is Hunters Ridge Utility Company of Lee County, the sum of $3,000.00 for each residential dwelling (to include condominium units) constructed within the indicated property. Said funds to be considered as a contribution in aid of construction for the benefit of the Utility Company.

It is the purpose of this Agreement to acknowledge the release by the Utility Company of said obligation and release the developer and all residential dwellings, as said term is defined in said Agreement from the obligation and burden of said aforementioned Declaration.

OPERATIVE PROVISIONS

THEREFORE, for good and valuable consideration, the undersigned does hereby satisfy, testify and release all defined residential dwellings from the burden and obligation of the contribution in aid of construction of $3,000.00 as provided for in that certain instrument recorded at O.R. Book 2161, Page 1197 of the Lee County Public Records.

However, in no event, shall this instrument be considered to void the obligation of the Utility Company to provide sewer service to all residential dwellings within the property burdened by the aforementioned Declaration.

Gloria Wolner
1st Witness
Gloria Wolner
Printed Name
Mary Lee Holland
2nd Witness
Mary Lee Holland
Printed Name

HUNTERS RIDGE UTILITY COMPANY OF LEE COUNTY, a Florida Corporation

By: Alfred Moore

Title: President

Printed Name: Alfred Moore

Gloria Wolner
1st Witness
Gloria Wolner
Printed Name
MaryLee Holland
2nd Witness
MaryLee Holland
Printed Name

BBA DEVELOPMENT CORP.,
a Florida Corporation

By: Donald G. Huprich
Donald Huprich
Vice President

OR 2662 PG 0810

STATE OF FLORIDA

COUNTY OF LEE

The foregoing instrument was acknowledged before me this 15th day of December, 1995, by Alfred Moore as President, on behalf of Hunters Ridge Utility Company of Lee County, a Florida corporation, who is personally known to me or who has produced _____ as identification.

My Commission Expires:

LISA DAWN OXTON
My Commission CC498293
Expires Oct. 01, 1999

Lisa Dawn Oxton
Notary Public
LISA DAWN OXTON
Printed Name

STATE OF FLORIDA

COUNTY OF LEE

The foregoing instrument was acknowledged before me this 15th day of December, 1995, by Donald Huprich, as Vice President, on behalf of BBA Development Corp., a Florida corporation, who is personally known to me or who has produced _____ as identification.

My Commission Expires:

LISA DAWN OXTON
My Commission CC498293
Expires Oct. 01, 1999

Lisa Dawn Oxton
Notary Public
LISA DAWN OXTON
Printed Name

hunters\satisfaction

CHARLIE GREEN LEE CTY FL.
95 DEC 22 AM 8:18

15.50

This Instrument Prepared By:
George L. Consoer, Jr.
Humphrey & Knott, P.A.
1625 Hendry Street
Fort Myers, Florida 33901
(813) 334-2722

436667

OR2943 PG2284

THIRD AMENDMENT TO MASTER DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS FOR HUNTERS RIDGE

RECORDED BY JO THOMPSON, D.C.

This Third Amendment is made this 27th day of February, 1998 by BBA Development Corp., a Florida Corporation, hereinafter referred to as the Declarant.

RECITALS

A. WHEREAS, the Master Declaration of Covenants, Conditions, and Restrictions for Hunters Ridge was recorded at O.R. Book 2003, Page 4209, of the Public Records of Lee County, Florida; and

B. WHEREAS, the Master Declaration of Covenants, Conditions, and Restrictions for Hunters Ridge was amended by the First Amendment and Second Amendment to said Declaration as recorded respectively at O.R. Book 2262, Page 2992, and O.R. Book 2733, Page 1903, of the Public Records of Lee County, Florida; and

C. WHEREAS, the Declaration, allows the Declarant to amend said Master Declaration of Covenants, Conditions, and Restrictions for Hunters Ridge.

NOW, THEREFORE, Declarant does hereby amend the Master Declaration of Covenants, Conditions, and Restrictions for Hunters Ridge as follows:

1. Section 1.03 (Common Area) is amended to provide that the Common Area shall further mean and include the Storm Water Management System (also sometimes referred to as the Surface Water Management System) and all lakes, retention areas, landscaping, buffering, conservation easement and areas, culverts, and all related appurtenances, which may be required or otherwise created from time to time within the Property.

2. Paragraph 4.02(A) of Article IV (Covenants for Maintenance Assessment) is amended by the addition of the following additional Paragraph 10: 10. Operation and maintenance of the

Storm Water Management System and related appurtenances.

3. The following additional Article is added to the Master Declaration of Covenants, Conditions, and Restrictions for Hunters Ridge:

Article XI
Buffer Areas, Open Space, and Storm Water Management System

Buffer areas and open spaces as required pursuant to the Lee County Development Standards Ordinance, all of which shall be considered as part of the Common Area, shall be preserved and maintained by the Association so that their use and enjoyment as a buffer area and open space area will not be diminished or destroyed. Open space area shall not be developed except for open space purposes pursuant to the Lee County Development Standards Ordinance. Assessments of common expenses shall include assessments for maintenance of buffer and open space areas. Any conveyance of areas designated as buffer areas and open space areas shall be subject to the continued maintenance and protection thereof as buffer areas and open space areas as set forth herein.

The Storm Water Management System as permitted by the South Florida Water Management District and Lee County Development Standards Ordinance shall be preserved and maintained by the Association.

IN WITNESS WHEREOF, This instrument was executed as of the day and year first above written.

BBA Development Corp., a Florida Corporation

By: Donald G. Huprich, V.P.
Donald G. Huprich,
Vice President

Sarah M Speck
1st Witness
Sarah M Speck
Printed Name
Gloria Wolner
2nd Witness
Gloria Wolner
Printed Name

OR2943 PG2285

STATE OF FLORIDA

COUNTY OF LEE

The foregoing instrument was acknowledged before me this 27th day of February, 1998, by Donald G. Huprich, as VicePresident, on behalf of BBA Development Corp., who is (personally known to me) or who has produced as identification _____.

My Commission Expires:

Lisa Dawn Oxton
Notary Public
Lisa Dawn Oxton
Printed Name

LISA DAWN OXTON
My Commission CC498293
Expires Oct. 01, 1999

G:\GLC\HUNTERS\third amendment.wpd

OR2943 PG2286

CHARLIE GREEN, CLERK
LEE COUNTY, FL
98 APR -7 PM 5:05

THIS DOCUMENT WAS PREPARED BY
AND SHOULD BE RETURNED TO:
Treiser, Kobza & Volpe, Chartered
4001 North Tamiami Trail, Suite 330
Naples, Florida 34103

Return to:
Treiser, Kobza
4001 Tamiami Tr.
Naples, FL 34103

4426302

OR2983 PG0165

14.50

RECORDED BY
JOANNE MILLER, D.C.

SUPPLEMENTAL DECLARATION

BLOCK E, HUNTERS RIDGE NORTH, UNIT TWO

This Supplemental Declaration is made this 11th day of June, 1998 by BBA Development Corporation, a Florida Corporation and JAK Development, LLC, a Florida Limited Liability Company.

STATEMENT OF BACKGROUND INFORMATION

A. The terms used as defined terms herein without definition shall have the meanings ascribed to them in the Master Declaration of Covenants, Conditions and Restrictions for Hunters Ridge recorded in Official Records Book 2003, Page 4209 et seq. of the Public Records of Lee County, Florida, as the same may be amended from time to time (the "Declaration").

B. The Declaration permits the Developer to amend the Declaration.

C. Developer has designated the real property legally described as Block E, Hunters Ridge North, Unit Two according to the unrecorded plat thereof recorded in Plat Book 61, Pages 44 to 49, inclusive, Public Records of Lee County, Florida (hereinafter the "Block E"), as a Neighborhood of attached villa units and seeks to provide additional use restrictions for Block E.

D. BBA Development Corporation (hereinafter the "Developer"), the developer of Hunters Ridge, and JAK Development, LLC, the owner of Lots 16, 17, 18, 35 and 36, Block E, Hunters Ridge North, Unit Two, according to the plat thereof, recorded in Plat Book 61, Page 44 to 49, inclusive, Public Records of Lee County, Florida, have declared that Block E shall be held, sold, conveyed and encumbered by the Declaration and this Supplemental Declaration.

STATEMENT OF DECLARATION

Developer hereby declares that Block E shall be held, sold, conveyed, encumbered, leased, occupied and improved subject to the covenants, conditions, restrictions, easements and provisions of the Declaration and this Supplemental Declaration.

1. Lawn Maintenance. The Hunters Ridge Community Association, Inc. (hereinafter the "Association") shall provide mandatory lawn maintenance for all Lots within Block E. Such maintenance will include periodic mowing and edging and other services determined, from time to time, by the Board of Directors of the Association. Such services may include, but shall not be limited to, fertilization, pesticide application, mulching, tree pruning and shrubbery trimming.

All costs of mandatory lawn maintenance shall be assessed against Lots upon which habitable improvements are complete as an Association assessment. In the event other services are not provided on a mandatory basis, the Association may, but shall not be obligated to, offer such services on an optional basis. It is anticipated the Association will contract with independent third party landscape maintenance companies to provide service in accordance with this Section.

OR2983 PG0466

2. Lot Irrigation. Each Lot within the Block E must be equipped with an underground sprinkler system designed to irrigate all sodded and landscaped portions of the Lot. The underground sprinkler system for each Lot within Block E shall be constructed by the builder of the improvements on the Lot. Each Owner in Block E is responsible for the irrigation of his Lot and all costs associated with said irrigation. Each Owner shall provide adequate irrigation to his Lot to maintain it in a neat and attractive condition consist with all other Lots in Hunters Ridge.

3. Exterior Maintenance. The exteriors of Lots and habitable improvements within Block E shall be maintained in a neat and attractive condition, which maintenance shall include, but not be limited to, periodic painting. The Association, in accordance with policies adopted by the Board of Directors, shall provide exterior painting and roof replacement for all Lots within Block E on a mandatory basis. Maintenance or repairs caused by an Owner's negligence or willful misconduct may be assessed against the Owner and his Lot as an Association assessment. Owners of Lots shall promptly report to the Association the need for roof repairs on their Lot. The Association shall not be liable for personal injury or property damage occurring or arising in any way from the Association's repair or failure to repair roofing, and each Owner, by accepting his Lot, expressly assumes any risk of personal injury or property damage.

4. Mailbox. All Lots in Block E shall be equipped with a mailbox in a style and location approved in accordance with the architectural review and approval procedure of the Declaration. Any replacements to the mailbox shall be of the same style and character as the original mailbox. Mailboxes shall be maintained in a neat and attractive condition by the Owner.

5. Roofing. Roofing materials on residential structures constructed on Lots in Block E shall be concrete tile. Any replacements to original roofing materials shall be of like kind, character and color. Any replacements to roofing materials or change in color to roofing materials shall be uniformly applied to all Lots in Block E and is subject to architectural approval in accordance with the Declaration. In the event some other, attractive materials for roofing surfaces is proposed which is consistent with the character and architecture within Block E, the Architectural Review Board may, in its sole discretion, permit the use of such roofing material.

6. Party Wall. Habitable structures constructed within Block E are intended to be duplex units sharing a common party wall constructed of concrete on or in proximity to the boundary line. Each Owner within Block E shall maintain the portion of the party wall facing his Lot, including any drywall, studs, insulation, electrical, plumbing and other installations affixed thereto. To the extent of any structural damage to a party wall is caused by an Owner, the Owner shall notify the Association and promptly repair the damage to a condition equal to or superior to that existing before said damage. No Owner shall take any action which would modify the party

wall from its original construction. The Association, in addition to the Owners of the Lots sharing the party wall, shall have standing and the right to enforce maintenance and repairs to the party wall. To the extent not inconsistent with this Section, the general rules of party walls in Article V of the Declaration shall apply.

7. Reserves. The Board of Directors of the Association reserves the right, but not the obligation, to assess each Lot within Tract E an amount established by the Association for reserves, including reserves for exterior painting and roof replacement. Reserves collected shall be placed in segregated account of the Association and may be utilized only for the purpose collected. The Association's failure to collect reserves during any period shall not be deemed a waiver of the right to collect reserves in the future.

8. Supplement to Declaration. All provisions of the Declaration shall apply to Tract E, except as the same may be changed or supplemented by this Supplemental Declaration.

IN WITNESS WHEREOF, this Supplemental Declaration has been executed as of the date first above written.

Witnesses:

BBA DEVELOPMENT CORPORATION,
a Florida Corporation

By: Donald G. Huprich
Its: Vice President

Witnesses:

JAK DEVELOPMENT LLC,
a Florida Limited Liability Company

By: John F. Soave
Its: Managing Member

STATE OF FLORIDA)
COUNTY OF)

The foregoing instrument was acknowledged before me on this ____ day of May, 1998 by Donald G. Huprich, as Vice President of BBA Development Corporation, a Florida Corporation, on behalf of the corporation, who is personally known to me and who did not take an oath.

KIMBERLY ANNE GRATTON
MY COMMISSION # CC 651868
EXPIRES: November 16, 2001
Bonded Thru Notary Public Underwriters

Notary Public

My Commission Expires:

Printed Name of Notary

OR2983 PG0467

CHARLIE GREEN, CLERK
LEE COUNTY, FL

98 JUL -8 PM 12:18

STATE OF FLORIDA)
COUNTY OF COLLIER)

The foregoing instrument was acknowledged before me on this 1st day of June, 1998 by John F. Soave, as managing member of JAK Development LLC, a Florida Limited Liability Company, on behalf of the company, who is personally known to me and who did not take an oath.

CATHERINE E. KIDON
MY COMMISSION # CC 663341
EXPIRES: July 14, 2001
Bonded Thru Notary Public Underwriters

Notary Public

My Commission Expires:

Printed Name of Notary

OR2983 PG0468

19.50R

4523974

THIS DOCUMENT WAS PREPARED BY
AND SHOULD BE RETURNED TO:
Treiser, Kobza & Volpe, Chartered
4001 North Tamiami Trail, Suite 330
Naples, Florida 34103

OR3047 PG1139

RECORDED BY
PAUL CHANDLER, D.C.

SUPPLEMENTAL DECLARATION

BLOCKS E1 AND F, HUNTERS RIDGE NORTH, UNIT TWO

This Supplemental Declaration is made this 4 day of December, 1998 by BBA Development Corporation, a Florida Corporation and JAK Development, LLC, a Florida Limited Liability Company.

STATEMENT OF BACKGROUND INFORMATION

A. The terms used as defined terms herein without definition shall have the meanings ascribed to them in the Master Declaration of Covenants, Conditions and Restrictions for Hunters Ridge recorded in Official Records Book 2003, Page 4209 et seq. of the Public Records of Lee County, Florida, as the same may be amended from time to time (the "Declaration").

B. The Declaration permits the Developer to amend the Declaration.

C. BBA Development Corporation (hereinafter the "Developer"), the developer of Hunters Ridge, and JAK Development, LLC, the owner of Lots 16, 17, 18, Block E, Hunters Ridge North, Unit Two, according to the plat thereof, recorded in Plat Book 61, Page 44 to 49, inclusive, Public Records of Lee County, Florida, declared that Block E shall be held, sold, conveyed and encumbered by the Declaration and the Supplemental Declaration for Block E, Hunters Ridge North, Unit Two as recorded in Official Records Book 2983, Page 465, Public Records of Lee County, Florida.

D. Developer has designated the real property legally described as Block E1 and Block F, Hunters Ridge North, Unit Two according to the unrecorded plat thereof recorded in Plat Book 61, Pages 44 to 49, inclusive, Public Records of Lee County, Florida (hereinafter the "Blocks E1 and F"), as a Neighborhood of attached villa units and seeks to provide use restrictions for Blocks E1 and F which match those restrictions provided for Block E, Hunters Ridge North, Unit Two according to the unrecorded plat thereof recorded in Plat Book 61, Pages 44 to 49, inclusive, Public Records of Lee County, Florida.

E. BBA Development, Corporation, the developer of Hunters Ridge, and JAK Development, LLC, the owner of Lots 35 and 36, Block E1, Hunters Ridge North, Unit Two, according to the plat thereof, recorded in Plat Book 61, Page 44 to 49, inclusive, Public Records of Lee County, Florida, have declared that Blocks E1 and F shall be held, sold, conveyed and encumbered by the Declaration and this Supplemental Declaration.

STATEMENT OF DECLARATION

Developer hereby declares that Blocks E1 and F shall be held, sold, conveyed, encumbered, leased, occupied and improved subject to the covenants, conditions, restrictions, easements and provisions of the Declaration and this Supplemental Declaration.

1. Lawn Maintenance. The Hunters Ridge Community Association, Inc. (hereinafter the "Association") shall provide mandatory lawn maintenance for all Lots within Blocks E1 and F. Such maintenance will include periodic mowing and edging and other services determined, from time to time, by the Board of Directors of the Association. Such services may include, but shall not be limited to, fertilization, pesticide application, mulching, tree pruning and shrubbery trimming. All costs of mandatory lawn maintenance shall be assessed against Lots upon which habitable improvements are complete as an Association assessment. In the event other services are not provided on a mandatory basis, the Association may, but shall not be obligated to, offer such services on an optional basis. It is anticipated the Association will contract with independent third party landscape maintenance companies to provide service in accordance with this Section.

2. Lot Irrigation. Each Lot within the Blocks E1 and F must be equipped with an underground sprinkler system designed to irrigate all sodded and landscaped portions of the Lot. The underground sprinkler system for each Lot within Blocks E1 and F shall be constructed by the builder of the improvements on the Lot. Each Owner in Blocks E1 and F is responsible for the irrigation of his Lot and all costs associated with said irrigation. Each Owner shall provide adequate irrigation to his Lot to maintain it in a neat and attractive condition consist with all other Lots in Hunters Ridge.

3. Exterior Maintenance. The exteriors of Lots and habitable improvements within Blocks E1 and F shall be maintained in a neat and attractive condition, which maintenance shall include, but not be limited to, periodic painting. The Association, in accordance with policies adopted by the Board of Directors, shall provide exterior painting and roof replacement for all Lots within Blocks E1 and F on a mandatory basis. Maintenance or repairs caused by an Owner's negligence or willful misconduct may be assessed against the Owner and his Lot as an Association assessment. Owners of Lots shall promptly report to the Association the need for roof repairs on their Lot. The Association shall not be liable for personal injury or property damage occurring or arising in any way from the Association's repair or failure to repair roofing, and each Owner, by accepting his Lot, expressly assumes any risk of personal injury or property damage.

063047 Pg 1140

4. Mailbox. All Lots in Blocks E1 and F shall be equipped with a mailbox in a style and location approved in accordance with the architectural review and approval procedure of the Declaration. Any replacements to the mailbox shall be of the same style and character as the original mailbox. Mailboxes shall be maintained in a neat and attractive condition by the Owner.

5. Roofing. Roofing materials on residential structures constructed on Lots in Blocks E1 and F shall be concrete tile. Any replacements to original roofing materials shall be of like kind, character and color. Any replacements to roofing materials or change in color to roofing materials shall be uniformly applied to all Lots in Blocks E1 and F and is subject to architectural approval in accordance with the Declaration. In the event some other, attractive materials for roofing surfaces is proposed which is consistent with the character and architecture within Blocks E1 and F, the Architectural Review Board may, in its sole discretion, permit the use of such roofing material.

6. Party Wall. Habitable structures constructed within Blocks E1 and F are intended to be duplex units sharing a common party wall constructed of concrete on or in proximity to the boundary line. Each Owner within Blocks E1 and F shall maintain the portion of the party wall facing his Lot, including any drywall, studs, insulation, electrical, plumbing and other installations affixed thereto. To the extent of any structural damage to a party wall is caused by an Owner, the Owner shall notify the Association and promptly repair the damage to a condition equal to or superior to that existing before said damage. No Owner shall take any action which would modify the party wall from its original construction. The Association, in addition to the Owners of the Lots sharing the party wall, shall have standing and the right to enforce maintenance and repairs to the party wall. To the extent not inconsistent with this Section, the general rules of party walls in Article V of the Declaration shall apply.

7. Reserves. The Board of Directors of the Association reserves the right, but not the obligation, to assess each Lot within Blocks E1 and F an amount established by the Association for reserves, including reserves for exterior painting and roof replacement. Reserves collected shall be placed in segregated account of the Association and may be utilized only for the purpose collected. The Association's failure to collect reserves during any period shall not be deemed a waiver of the right to collect reserves in the future.

8. Supplement to Declaration. All provisions of the Declaration shall apply to Blocks E1 and F, except as the same may be changed or supplemented by this Supplemental Declaration.

JK3047 PG1141

IN WITNESS WHEREOF, this Supplemental Declaration has been executed as of the date first above written.

Witnesses:

BBA DEVELOPMENT CORPORATION,
a Florida Corporation

By: Donald G. Huprich
Its: Vice President

Witnesses:

JAK DEVELOPMENT LLC,
a Florida Limited Liability Company

By: John F. Soave
Its: Managing Member

STATE OF FLORIDA)
COUNTY OF)

The foregoing instrument was acknowledged before me on this 4 day of December, 1998 by Donald G. Huprich, as Vice President of BBA Development Corporation, a Florida Corporation, on behalf of the corporation, who is personally known to me.

Notary Public

My Commission Expires: STANLEY LIEBERFARB MY COMMISSION # CC 765318 EXPIRES August 29, 2002 Bonded Thru Notary Public Underwriters

Printed Name of Notary

STATE OF FLORIDA)
COUNTY OF COLLIER)

The foregoing instrument was acknowledged before me on this 4 day of December, 1998 by John F. Soave, as managing member of JAK Development LLC, a Florida Limited Liability Company, on behalf of the company, who is personally known to me.

Notary Public

My Commission Expires: STANLEY LIEBERFARB MY COMMISSION # CC 765318 EXPIRES: August 29, 2002 Bonded Thru Notary Public Underwriters

Printed Name of Notary

98 DEC -8 PM 4:26
CHARLIE GREEN, CLERK
LEE COUNTY, FL
OR3047 PG1142

HUNTERS RIDGE COMMUNITY ASSOCIATION, INC.

2003 PROPOSED BUDGET

	2002 BUDGET	2002 ACTUAL @ 12/31/02	2003 ~~PROPOSED~~ Approve
OPERATING INCOME			
Single Family Maintenance Fee	101,317	101,523	106,807
Villa Maintenance Fee	323,395	325,649	334,152
Less: Exterior Maint. Reserves	-51,300	-51,696	-52,500
Late Fee Income	600	888	600
Interest Income - Checking Acct.	200	296	200
Other Income	13,016	13,016	14,371
TOTAL OPERATING INCOME	387,228	389,676	403,630

Income Per Unit Per Month:
(165 S.F. in 2002 @ $51.17/month; 171 Villas in 2002 @ $157.60/month)
(171 S.F. in 2003 @ $52.05/month; 175 Villas in 2003 @ $159.12/month)

Reserves - Capital Improvements - $ 116,565.71
Reserves - Villa Exterior South - $ 158,878.97
Reserves - Villa Exterior North - $ 28,128.78

COMMON AREA EXPENSES			
Accounting & Tax Preparation	3,400	3,000	3,300
Annuals	10,000	10,136	10,366
Bad Debt	0	0	0
Checking Account	100	0	100
Chemicals, Fertilizer, Mulch	15,000	14,329	15,000
Comcast Cable	89,500	86,647	97,945
Corporate Filing Fee	65	61	65
Fire Safety Protection	3,000	3,493	2,900
Income Taxes	500	0	250
Insurance	1,200	737	1,200
Landscaping Debris Disposal	4,000	5,053	5,000
Legal	300	159	200
Maintenance Fee	52,000	52,000	52,800
Management Fee	8,400	8,400	8,400
Miscellaneous Expenses	2,700	2,217	2,300
Postage	800	800	800
Printing	700	755	800
Repair & Replace Landscaping	9,000	8,860	9,000
Repair & Replace Sprinklers	7,500	7,603	8,000
Utilities - Electric	3,500	2,679	3,000
Utilities - Water	135	115	130
TOTAL COMMON AREA	211,800	207,044	221,556
Cost per Unit per month	49.30		49.90

HUNTERS RIDGE COMMUNITY ASSOCIATION, INC.

2003 PROPOSED BUDGET

	2002 BUDGET	2002 ACTUAL @ 12/31/02	2002 ~~PROPOSED~~ Approx
SINGLE FAMILY EXPENSES			
Repair & Replace Mailboxes, Posts	2,950	2,960	3,500
Repair & Replace Lights, Photocells	750	.797	912
TOTAL SINGLE FAMILY EXPENSES	3,700	3,757	4,412
Cost per Single Family Unit per month	1.87		2.15
(165 Single Family Units in 2002; 171 Single Family Units in 2003)			
VILLA EXPENSES			
Chemicals, Fertilizer, Mulch	28,728	32,996	29,400
Insurance - Buildings	12,000	13,412	13,970
Villa Common Area Maintenance	112,860	115,060	115,500
Landscaping Debris Disposal	3,000	3,262	4,000
Repair & Replace Landscaping	5,000	5,169	5,100
Repair & Replace Mailboxes, Posts	2,950	2,869	2,500
Repair & Replace Sprinklers	5,000	4,969	5,000
Replace Light Bulbs Photocells	1,000	1,010	1,000
Miscellaneous	400	265	400
TOTAL VILLA EXPENSES	170,938	179,012	176,870
Cost per Villa Unit per month	83.30		84.22
(171 Villa Units in 2002; 175 Villa Units in 2003)			

VILLA RESERVES EXPENSES

A monthly Reserve Payment was established for Roof Repair & Replacement and Exterior Painting for Villas at $10.00 per villa unit beginning in June 1991. This payment continued until the Villa Unit owners voted in March, 1992 to fund these items at "Less Than Full Funding". Beginning in April, 1992 the monthly Reserve Payment for these items was increased to $22.50 per unit or $67.50 per villa unit per quarter. In April, 1994 the Monthly Reserve Payment for these items was increased to $25.00 per unit per month or $75.00 per Villa unit per quarter.

MONTHLY MAINTENANCE COSTS

	2002 BUDGET	2003 PROPOSED
Single Family Units:		
Common Area Expenses	49.30	49.90
Single Family Expenses	1.87	2.15
Total	51.17	52.05
Quarterly Fee	153.51	156.15
Villa Units:		
Common Area Expenses	49.30	49.90
Villa Expenses	83.30	84.22
Villa Reserve Funds	25.00	25.00
Total	157.60	159.12
Quarterly Fee	472.80	477.36

HUNTERS RIDGE COMMUNITY ASSOCIATION, INC.

2004 APPROVED BUDGET

	2003 BUDGET	2003 ACTUAL @ 12/17/03	2004 APPROVED
OPERATING INCOME			
Single Family Maintenance Fee	106,807	106,519	109,820
Villa Maintenance Fee	334,152	336,997	378,435
Less: Exterior Maint. Reserves	-52,500	-52,725	-71,193
Late Fee Income	600	878	600
Interest Income - Checking Acct.	200	332	200
Other Income	14,371	14,371	16,944
TOTAL OPERATING INCOME	403,630	406,372	434,806
Income Per Unit Per Month:			
(171 S.F. in 2003 @ $52.05/month; 175 Villas in 2003 @ $159.12/month)			
(173 S.F. in 2004 @ $52.90/month; 178 Villas in 2004 @ $177.17/month)			
Reserves - Capital Improvements - $ 109,777.50			
Reserves - Villa Exterior South - $ 14,119.16			
Reserves - Villa Exterior North - $ 33,798.20			
COMMON AREA EXPENSES			
Accounting & Tax Preparation	3,300	3,500	3,500
Annuals	10,366	10,219	10,300
Bad Debt	0	0	0
Checking Account	100	0	50
Chemicals, Fertilizer, Mulch	15,000	13,505	15,000
Comcast Cable	97,945	96,230	103,700
Corporate Filing Fee	65	61	65
Fire Safety Protection	2,900	3,930	4,000
Income Taxes	250	0	200
Insurance	1,200	869	1,200
Landscaping Debris Disposal	5,000	4,731	5,000
Legal	200	0	100
Maintenance Fee	52,800	52,800	52,800
Management Fee	8,400	8,400	8,400
Miscellaneous Expenses	2,300	2,264	2,300
Postage	800	931	1,000
Printing	800	668	800
Repair & Replace Landscaping	9,000	8,948	9,000
Repair & Replace Sprinklers	8,000	8,289	8,500
Utilities - Electric	3,000	3,223	3,300
Utilities - Water	130	126	130
TOTAL COMMON AREA	221,556	223,426	229,345
Cost per Unit per month	49.90		50.43

HUNTERS RIDGE COMMUNITY ASSOCIATION, INC.

2004 APPROVED BUDGET

	2003 BUDGET	2003 ACTUAL @ 12/17/03	2004 APPROVED
SINGLE FAMILY EXPENSES			
Repair & Replace Mailboxes, Posts	3,500	3,647	4,000
Repair & Replace Lights, Photocells	912	1,088	1,128
TOTAL SINGLE FAMILY EXPENSES	4,412	4,735	5,128
Cost per Single Family Unit per month	2.15		2.47
(171 Single Family Units in 2003; 173 Single Family Units in 2004)			
VILLA EXPENSES			
Chemicals, Fertilizer, Mulch	29,400	28,486	29,900
Insurance - Buildings	13,970	18,104	32,725
Villa Common Area Maintenance	115,500	115,500	117,500
Landscaping Debris Disposal	4,000	3,355	4,000
Repair & Replace Landscaping	5,100	5,105	5,100
Repair & Replace Mailboxes, Posts	2,500	2,500	2,500
Repair & Replace Sprinklers	5,000	5,330	5,400
Replace Light Bulbs Photocells	1,000	2,157	2,000
Miscellaneous	400	401	400
TOTAL VILLA EXPENSES	176,870	180,938	199,525
Cost per Villa Unit per month	84.22		93.41
(175 Villa Units in 2003; 178 Villa Units in 2004)			

VILLA RESERVES EXPENSES

A monthly Reserve Payment was established for Roof Repair & Replacement and Exterior Painting for Villas at $10.00 per villa unit beginning in June 1991. This payment continued until the Villa Unit owners voted in March, 1992 to fund these items at "Less Than Full Funding". Beginning in April, 1992 the monthly Reserve Payment for these items was increased to $22.50 per unit or $67.50 per villa unit per quarter. In April, 1994 the Monthly Reserve Payment for these items was increased to $25.00 per unit per month or $75.00 per Villa unit per quarter. For the year 2004, the Board is recommending $33.33 per Villa unit per month, but this must be approved by the majority of Villa owners at the annualmeeting.

MONTHLY MAINTENANCE COSTS

	2003 BUDGET	2004 APPROVED
Single Family Units:		
Common Area Expenses	49.90	50.43
Single Family Expenses	2.15	2.47
Total	52.05	52.90
Quarterly Fee	156.15	158.70
Villa Units:		
Common Area Expenses	49.90	50.43
Villa Expenses	84.22	93.41
Villa Reserve Funds	25.00	33.33
Total	159.12	177.17
Quarterly Fee	477.36	531.51

OPERATING BUDGET FOR PHEASANT HOLLOW CONDOMINIUM ASSOCIATION, INC.
FROM JANUARY 1, 2005 TO DECEMBER 31, 2005

	Monthly Per Unit	Quarterly Per Unit	# of Units Annually Per Unit	40 Total Monthly	Total Quarterly	Total Annually
I EXPENSES FOR THE ASSOCIATION AND CONDOMINIUM						
A Administration of the Association:						
Office Supplies/Expense	2.08	6.24	24.96	83.20	249.60	998.40
Legal & Accounting	1.04	3.12	12.48	41.60	124.80	499.20
Fees and Licenses	0.14	0.42	1.68	5.60	16.80	67.20
B Management Fee	1.00	3.00	12.00	40.00	120.00	480.00
C Maintenance:						
Cabana and Pool	50.00	150.00	600.00	2,000.00	6,000.00	24,000.00
D Rent for recreational and other commonly used facilities:	N/A	N/A	N/A	N/A	N/A	N/A
E Taxes - Association Property	N/A	N/A	N/A	N/A	N/A	N/A
F Taxes - Leased Property	N/A	N/A	N/A	N/A	N/A	N/A
G Security Provisions:	N/A	N/A	N/A	N/A	N/A	N/A
H Fees to Bureau of Standards And Registration	0.33	1.00	4.00	13.33	40.00	160.00
I Water and Sewer	80.00	240.00	960.00	3,200.00	9,600.00	38,400.00
J Electricity for Common Elements	35.00	105.00	420.00	1,400.00	4,200.00	16,800.00
K Insurance	62.50	187.50	750.00	2,500.00	7,500.00	30,000.00
L Contingency	1.88	5.64	22.56	75.20	225.60	902.40
M Operating Capital	N/A	N/A	N/A	N/A	N/A	N/A
N Reserves for Repair and Replacement						
(I) Pavement Resurface (Included in Master)	N/A	N/A	N/A	N/A	N/A	N/A

OPERATING BUDGET FOR PHEASANT HOLLOW CONDOMINIUM ASSOCIATION, INC.
FROM JANUARY 1, 2005 TO DECEMBER 31, 2005

# of Units 40

	Monthly Per Unit	Quarterly Per Unit	Annually Per Unit	Total Monthly	Total Quarterly	Total Annually
(II) Roof Replacement	10.00	30.00	120.00	400.00	1,200.00	4,800.00
(III) Exterior Painting	14.17	42.51	170.04	566.80	1,700.40	6,801.60
O Other Expenses	0.00	0.00	0.00	0.00	0.00	0.00
II Expenses for a Unit						
A Rent for the unit if subject to a lease	N/A	N/A	N/A	N/A	N/A	N/A
B Rent for recreational facilities	N/A	N/A	N/A	N/A	N/A	N/A
III UNIT OWNER CONDOMINIUM ASSESSMENT						
(I) With Reserves	258.14	774.43	3,097.72	10,325.73	30,977.20	123,908.80
(II) Without Reserves	233.97	701.92	2,807.68	9,358.93	28,076.80	112,307.20
IV Master Association Dues	50.00	150.00	600.00	4,160.00	12,480.00	49,920.00
V Total Dues By Unit Owner						
(I) With Reserves	308.14	924.43	3,697.72	14,485.73	43,457.20	173,828.80
(II) Without Reserves	283.97	851.92	3,407.68	13,518.93	40,556.80	162,227.20

OPERATING BUDGET FOR PHEASANT HOLLOW CONDOMINIUM ASSOCIATION, INC.
FROM JANUARY 1, 2005 TO DECEMBER 31, 2005
SCHEDULE OF CAPITAL EXPENDITURE RESERVES Units: 40

Reserves for Repair and Replacement	Estimated Useful Life (Years)	Estimated Remaining Useful Life (Years)	Estimated Replacement Costs	Estimated Fund Balance As of 1/1/00	Monthly Per Unit	Quarterly Per Unit	Annually Per Unit	Total Monthly	Total Quarterly	Total Annually
Pavement Resurfacing (Included in Neighborhood)			N/A	N/A	N/A	N/A	N/A	N/A	N/A	N/A
Roof	25	25	120,000.00	0	10.00	30.00	120.00	400.00	1,200.00	4,800.00
Exterior Painting	5	5	34,000.00	0	14.17	42.51	170.04	566.80	1,700.40	6,801.60
Total Reserves:			154,000.00	0	24.17	72.51	290.04	966.80	2,900.40	11,601.60

HUNTERS RIDGE COMMUNITY ASSOCIATION, INC.

2003 PROPOSED BUDGET

	2002 BUDGET	2002 ACTUAL @ 12/31/02	2003 ~~PROPOSED~~ Approve
OPERATING INCOME			
Single Family Maintenance Fee	101,317	101,523	106,807
Villa Maintenance Fee	323,395	325,649	334,152
Less: Exterior Maint. Reserves	-51,300	-51,696	-52,500
Late Fee Income	600	888	600
Interest Income - Checking Acct.	200	296	200
Other Income	13,016	13,016	14,371
TOTAL OPERATING INCOME	387,228	389,676	403,630

Income Per Unit Per Month:
(165 S.F. in 2002 @ $51.17/month; 171 Villas in 2002 @ $157.60/month)
(171 S.F. in 2003 @ $52.05/month; 175 Villas in 2003 @ $159.12/month)

Reserves - Capital Improvements - $ 116,565.71
Reserves - Villa Exterior South - $ 158,878.97
Reserves - Villa Exterior North - $ 28,128.78

COMMON AREA EXPENSES			
Accounting & Tax Preparation	3,400	3,000	3,300
Annuals	10,000	10,136	10,366
Bad Debt	0	0	0
Checking Account	100	0	100
Chemicals, Fertilizer, Mulch	15,000	14,329	15,000
Comcast Cable	89,500	86,647	97,945
Corporate Filing Fee	65	61	65
Fire Safety Protection	3,000	3,493	2,900
Income Taxes	500	0	250
Insurance	1,200	737	1,200
Landscaping Debris Disposal	4,000	5,053	5,000
Legal	300	159	200
Maintenance Fee	52,000	52,000	52,800
Management Fee	8,400	8,400	8,400
Miscellaneous Expenses	2,700	2,217	2,300
Postage	800	800	800
Printing	700	755	800
Repair & Replace Landscaping	9,000	8,860	9,000
Repair & Replace Sprinklers	7,500	7,603	8,000
Utilities - Electric	3,500	2,679	3,000
Utilities - Water	135	115	130
TOTAL COMMON AREA	211,800	207,044	221,556
Cost per Unit per month	49.30		49.90

HUNTERS RIDGE COMMUNITY ASSOCIATION, INC.

2003 PROPOSED BUDGET

	2002 BUDGET	2002 ACTUAL @ 12/31/02	2002 ~~PROPOSED~~ Approx
SINGLE FAMILY EXPENSES			
Repair & Replace Mailboxes, Posts	2,950	2,960	3,500
Repair & Replace Lights, Photocells	750	797	912
TOTAL SINGLE FAMILY EXPENSES	3,700	3,757	4,412
Cost per Single Family Unit per month	1.87		2.15
(165 Single Family Units in 2002; 171 Single Family Units in 2003)			
VILLA EXPENSES			
Chemicals, Fertilizer, Mulch	28,728	32,996	29,400
Insurance - Buildings	12,000	13,412	13,970
Villa Common Area Maintenance	112,860	115,060	115,500
Landscaping Debris Disposal	3,000	3,262	4,000
Repair & Replace Landscaping	5,000	5,169	5,100
Repair & Replace Mailboxes, Posts	2,950	2,869	2,500
Repair & Replace Sprinklers	5,000	4,969	5,000
Replace Light Bulbs Photocells	1,000	1,010	1,000
Miscellaneous	400	265	400
TOTAL VILLA EXPENSES	170,938	179,012	176,870
Cost per Villa Unit per month	83.30		84.22
(171 Villa Units in 2002; 175 Villa Units in 2003)			

VILLA RESERVES EXPENSES

A monthly Reserve Payment was established for Roof Repair & Replacement and Exterior Painting for Villas at $10.00 per villa unit beginning in June 1991. This payment continued until the Villa Unit owners voted in March, 1992 to fund these items at "Less Than Full Funding". Beginning in April, 1992 the monthly Reserve Payment for these items was increased to $22.50 per unit or $67.50 per villa unit per quarter. In April, 1994 the Monthly Reserve Payment for these items was increased to $25.00 per unit per month or $75.00 per Villa unit per quarter.

MONTHLY MAINTENANCE COSTS

	2002 BUDGET	2003 PROPOSED
Single Family Units:		
Common Area Expenses	49.30	49.90
Single Family Expenses	1.87	2.15
Total	51.17	52.05
Quarterly Fee	153.51	156.15
Villa Units:		
Common Area Expenses	49.30	49.90
Villa Expenses	83.30	84.22
Villa Reserve Funds	25.00	25.00
Total	157.60	159.12
Quarterly Fee	472.80	477.36

HUNTERS RIDGE COMMUNITY ASSOCIATION, INC.

2004 APPROVED BUDGET

	2003 BUDGET	2003 ACTUAL @ 12/17/03	2004 APPROVED
OPERATING INCOME			
Single Family Maintenance Fee	106,807	106,519	109,820
Villa Maintenance Fee	334,152	336,997	378,435
Less: Exterior Maint. Reserves	-52,500	-52,725	-71,193
Late Fee Income	600	878	600
Interest Income - Checking Acct.	200	332	200
Other Income	14,371	14,371	16,944
TOTAL OPERATING INCOME	403,630	406,372	434,806
Income Per Unit Per Month:			
(171 S.F. in 2003 @ $52.05/month; 175 Villas in 2003 @ $159.12/month)			
(173 S.F. in 2004 @ $52.90/month; 178 Villas in 2004 @ $177.17/month)			
Reserves - Capital Improvements - $ 109,777.50			
Reserves - Villa Exterior South - $ 14,119.16			
Reserves - Villa Exterior North - $ 33,798.20			
COMMON AREA EXPENSES			
Accounting & Tax Preparation	3,300	3,500	3,500
Annuals	10,366	10,219	10,300
Bad Debt	0	0	0
Checking Account	100	0	50
Chemicals, Fertilizer, Mulch	15,000	13,505	15,000
Comcast Cable	97,945	96,230	103,700
Corporate Filing Fee	65	61	65
Fire Safety Protection	2,900	3,930	4,000
Income Taxes	250	0	200
Insurance	1,200	869	1,200
Landscaping Debris Disposal	5,000	4,731	5,000
Legal	200	0	100
Maintenance Fee	52,800	52,800	52,800
Management Fee	8,400	8,400	8,400
Miscellaneous Expenses	2,300	2,264	2,300
Postage	800	931	1,000
Printing	800	668	800
Repair & Replace Landscaping	9,000	8,948	9,000
Repair & Replace Sprinklers	8,000	8,289	8,500
Utilities - Electric	3,000	3,223	3,300
Utilities - Water	130	126	130
TOTAL COMMON AREA	221,556	223,426	229,345
Cost per Unit per month	49.90		50.43

HUNTERS RIDGE COMMUNITY ASSOCIATION, INC.

2004 APPROVED BUDGET

	2003 BUDGET	2003 ACTUAL @ 12/17/03	2004 APPROVED
SINGLE FAMILY EXPENSES			
Repair & Replace Mailboxes, Posts	3,500	3,647	4,000
Repair & Replace Lights, Photocells	912	1,088	1,128
TOTAL SINGLE FAMILY EXPENSES	4,412	4,735	5,128
Cost per Single Family Unit per month	2.15		2.47
(171 Single Family Units in 2003; 173 Single Family Units in 2004)			
VILLA EXPENSES			
Chemicals, Fertilizer, Mulch	29,400	28,486	29,900
Insurance - Buildings	13,970	18,104	32,725
Villa Common Area Maintenance	115,500	115,500	117,500
Landscaping Debris Disposal	4,000	3,355	4,000
Repair & Replace Landscaping	5,100	5,105	5,100
Repair & Replace Mailboxes, Posts	2,500	2,500	2,500
Repair & Replace Sprinklers	5,000	5,330	5,400
Replace Light Bulbs Photocells	1,000	2,157	2,000
Miscellaneous	400	401	400
TOTAL VILLA EXPENSES	176,870	180,938	199,525
Cost per Villa Unit per month	84.22		93.41
(175 Villa Units in 2003; 178 Villa Units in 2004)			

VILLA RESERVES EXPENSES

A monthly Reserve Payment was established for Roof Repair & Replacement and Exterior Painting for Villas at $10.00 per villa unit beginning in June 1991. This payment continued until the Villa Unit owners voted in March, 1992 to fund these items at "Less Than Full Funding". Beginning in April, 1992 the monthly Reserve Payment for these items was increased to $22.50 per unit or $67.50 per villa unit per quarter. In April, 1994 the Monthly Reserve Payment for these items was increased to $25.00 per unit per month or $75.00 per Villa unit per quarter. For the year 2004, the Board is recommending $33.33 per Villa unit per month, but this must be approved by the majority of Villa owners at the annualmeeting.

MONTHLY MAINTENANCE COSTS

	2003 BUDGET	2004 APPROVED
Single Family Units:		
Common Area Expenses	49.90	50.43
Single Family Expenses	2.15	2.47
Total	52.05	52.90
Quarterly Fee	156.15	158.70
Villa Units:		
Common Area Expenses	49.90	50.43
Villa Expenses	84.22	93.41
Villa Reserve Funds	25.00	33.33
Total	159.12	177.17
Quarterly Fee	477.36	531.51

ORAL REPRESENTATIONS CANNOT BE RELIED UPON AS CORRECTLY STATING THE REPRESENTATIONS OF THE DEVELOPER. FOR CORRECT REPRESENTATIONS, REFERENCE SHOULD BE MADE TO THIS AGREEMENT AND THE DOCUMENTS REQUIRED BY SECTION 718.503, *FLORIDA STATUTES*, TO BE FURNISHED BY A DEVELOPER TO A BUYER OR LESSEE.

ANY PAYMENT IN EXCESS OF TEN PERCENT (10%) OF THE PURCHASE PRICE MADE TO THE DEVELOPER PRIOR TO CLOSING PURSUANT TO THIS AGREEMENT MAY BE USED FOR CONSTRUCTION PURPOSES BY THE DEVELOPER.

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT (the "Agreement") is made this ____ day of _____, _____, by and between PARKER HUNTERS RIDGE, LLC a Florida limited liability company, whose address is 9001 Daniels Parkway, Suite 200, Fort Myers, Florida 33912 ("Seller") and _____ ("Buyer"), whose address is _____, and whose home telephone number is (____)_____-_____, and whose business telephone number is (____)_____-_____, and whose social security number is _____-_____-_____, and whose e-mail address is _____.

WITNESSETH:

WHEREAS, Seller is the developer of PHEASANT HOLLOW AT HUNTERS RIDGE, A CONDOMINIUM (the "Condominium"), and Buyer desires to purchase Unit _____, with all appurtenances thereto, according and subject to the Declaration of Condominium for Pheasant Hollow at Hunters Ridge, a Condominium, recorded or to be recorded in the Public Records of Lee County, Florida, and Seller is agreeable to the purchase.

1. PURCHASE OBLIGATION. Seller shall sell and Buyer shall purchase Unit _____ in accordance with the terms of this Agreement. Buyer acknowledges that no representation has been made by Seller or any of its agents of any income, income tax or economic benefit to be derived by virtue of the purchase or ownership of the Unit.

2. PURCHASE PRICE AND MANNER OF PAYMENT. The purchase price to be paid by Buyer to Seller for the Unit shall be the sum of $_____, which shall be payable as follows:

(i)	Earnest Money Deposit either transferred from Reservation Agreement or paid in cash to be held by Escrow Agent in accordance herewith	$_____
(ii)	Balance of initial Earnest Money Deposit in an amount equal to 10% of the purchase price to be paid to Escrow Agent within 15 days of the date set forth in the initial paragraph above of this Agreement	$_____
(iii)	Balance of purchase price (including any additional charges or extras that have not been paid for prior to closing) which shall be due at closing in cash or by wired funds to Seller's Closing Agent's account or by cashier's check drawn on a bank with offices in Lee County, Florida	$_____
	TOTAL PURCHASE PRICE:	$_____

3. CONSTRUCTION. If Buyer's Unit has not been completed as of the date of full execution of this Agreement, it is understood that the Unit and the Condominium will be constructed in substantial accordance with the plans and specifications therefore kept in Seller's construction office, as such plans and specifications are amended from time to time. Seller may make any changes in the plans and specifications of the Unit and/or common areas that it deems appropriate at any time, as long as those changes do not, in Seller's opinion, seriously and adversely affect the market value of the Unit, and Buyer hereby waives any and all express or implied warranties that construction will be accomplished in compliance with such plans and specifications, as long as such non-compliance does not, in Seller's opinion, seriously and adversely affect the market value of the Unit. In furtherance of the understanding stated above, Buyer acknowledges and agrees that it is a widely observed construction industry practice for pre-construction plans and specifications for any unit or building to be changed and adjusted from time to time. These changes and adjustments are essential in order to permit all components of the Unit and the Building to be integrated into a well-functioning and aesthetically-pleasing product. Buyer further acknowledges and agrees that, (i) the plans and specifications for the Unit and the Condominium on file with the applicable governmental authorities may not, initially, be identical in detail to Seller's Plans and Specifications, and (ii) because of the day-to-day nature of the changes described in this paragraph 3, the plans and specifications on file with applicable governmental authorities may not include some or any of these changes (there being no legal requirement to file all changes with such authorities). In the event of any discrepancy between various plans and specifications, the final "as-built" plans and specifications, which are modified to include all changes during the construction process, shall control. Buyer understands that dimensions shown in Seller's plans, and in any sales brochure, are approximate and may change due to field conditions. Buyer understands any existing model may contain items or special features which are not included in Buyer's purchase, such as furnishings and decorations, accessories, special window treatments, upgraded carpeting and flooring, special wall treatments, upgraded fixtures and special lighting effects, and extra appliances. Buyer understands the total purchase price only includes the construction of Buyer's Unit pursuant to Seller's plans and specifications, standard items specified in Buyer's sales brochure, and those items or extras in a list attached to this Agreement, if any. Seller will have complete discretion in "finishing details", including, but not limited to the exterior of the buildings, landscaping, amenities, and beautification of the Condominium.

In addition, Seller reserves the right to substitute appliances, materials and equipment, in the Unit and/or common areas, for others of similar quality, utility or color, and Seller reserves the right to make changes in the plans and specifications of the unit and/or common areas as may be found necessary during the construction period, provided such changes shall not materially affect the size or location of the Unit. Seller reserves the right to make architectural, structural, or design modifications or changes in the Unit, or improvements constituting the Common Elements, and the recreational facilities, as Seller deems necessary or desirable. Purchaser agrees to close title notwithstanding any such modifications, changes, or substitutions, provided that no such modification or change shall materially alter the dimensions, size or value thereof, and any substitution of material, equipment, or appliances shall be of equivalent or better quality, and no such change, modification, or substitution results in the purchase price of the Unit being increased. If Buyer does not object in writing, prior to Closing, to any changes to Buyer's Unit or the common elements, then Buyer shall be deemed to have waived Buyer's right to claim that such changes were material in the future. Buyer agrees that closing and acceptance of the deed by Buyer shall be acceptance of the Unit and Common Elements by Buyer as they exist at the time of Closing, subject only to agreed upon punchlist items as outlined in Paragraph 26 of this Agreement.

Any selection made available to Buyer must be made by Buyer within ten (10) days of execution of this Agreement, and Seller is authorized to make such selection on behalf of Buyer if Buyer fails to do so within said ten (10) day period. All change orders for extras which Buyer may want must be agreed to by Seller in writing under separate agreement (or addendum to this Agreement). If Seller omits any changes or extras, Seller will only have to refund to Buyer the amount Buyer paid to Seller for each item omitted. Except for such omissions, Buyer's payment for any construction change orders or extras is not refundable.

4. DEPOSITS HELD IN ESCROW. All deposits toward the Purchase Price paid by Buyer under this Agreement shall be delivered to and held in escrow by Squire, Sanders & Dempsey L.L.P., an Ohio limited liability partnership, or any other Escrow Agent designated by Seller, Escrow Agent, whose address 201 N. Franklin Street, Suite 2100, Tampa, Florida 33602, pursuant to Chapter 718.202, *Florida Statutes*. Escrow Agent shall give Buyer a receipt for the deposit upon request, and the deposit shall be disbursed in accordance with the Agreement. The

Escrow Agent is empowered, but not obligated, to invest the escrowed funds. Any payment made to Seller under this Agreement in excess of ten percent (10%) of the purchase price shall be disbursed by the Escrow Agent to Seller upon commencement of construction of improvements to be used for construction purposes. All funds and accrued interest, if any, held by the Escrow Agent shall be disbursed in accordance with the terms of the Escrow Agreement set forth as an exhibit to the Prospectus. It is expressly understood and agreed to between the parties that the Buyer is entitled to all interest earned, if any, on the deposits paid by Buyer under this Agreement if Buyer timely closes under this Agreement.

5. CLOSING.

(i) The closing of this transaction shall take place at a location specified by Seller, and on the date specified by Seller, which shall not be less than five (5) days and no more than thirty (30) days from the date on which Seller delivers notice to Buyer that Buyer's Unit is substantially complete, provided, however, that if such day is not a normal business day, then closing shall occur on the next business day. A Certificate of Occupancy for the Unit shall be conclusive evidence of completion of construction. The notice shall specify the time, date and place of closing (the "Closing Date"). Completion of punch list items shall not serve as a basis for delaying the closing of this transaction. Seller shall be obligated to close this transaction within two (2) years from the date of this Agreement, and Buyer shall have all rights and remedies permitted under Florida law, including, but not limited to, the right of specific performance if Seller fails to close this transaction on or before two (2) years from the date of the execution of this Agreement.

(ii) In the event Buyer is unable to close on the Closing Date provided for herein, Seller may, at its sole discretion, extend the Closing Date, and Buyer shall be obligated to pay interest on the purchase price to Seller at the rate of eighteen percent (18%) per annum from the originally scheduled Closing Date to the actual closing date as consideration for the extension.

(iii) At the closing, Seller shall convey the Unit to Buyer by a special warranty deed, subject only to the Declaration of Condominium and the exhibits to it (including the Articles of Incorporation of Pheasant Hollow at Hunters Ridge Condominium Association, Inc., the By-Laws of Pheasant Hollow at Hunters Ridge Condominium Association, Inc., and the condominium plat), taxes, sewer charges and assessments for the year of closing and subsequent years, zoning laws, regulations and ordinances and any easements, declarations, restrictions, covenants, reservations and grants of record.

(iv) Florida real estate taxes and all assessments, including condominium assessments to the Association, and assessments to the Master Association (as defined in the Prospectus), shall be prorated at closing. In the event real estate taxes and/or assessments shall have not been separately assessed to the subject Condominium Unit at the time of closing, the taxes and/or assessments applicable to said Unit shall be determined by Seller estimating the net anticipated taxes and/or assessments for the year, which estimation shall be prorated and paid by Buyer at the time of closing. Using the maximum discount allowed, Seller and Buyer agree to re-prorate taxes and/or assessments once the final tax bill is issued.

(v) Buyer shall pay to Seller a closing fee equal to one and one-half percent (1½%) of the total purchase price, together with a search, examination and settlement fee. Seller shall pay at closing the documentary stamps due on the deed, the premium cost of the owner's title insurance policy to be delivered by Seller to Buyer pursuant to paragraph 6 below, and the cost of preparation and recording of the deed. Buyer shall also pay the premium cost of the Buyer's mortgagee title insurance policy and all other costs, including closing costs, if any, incurred relative to financing the purchase of the Unit by Buyer.

(vi) In addition to the foregoing, Buyer acknowledges that he or she is aware that each Unit Owner is required to pay an initial working fund contribution of $250.00 to the Association and may be required to pay an initial working fund contribution to the Master Association (as defined in the Prospectus). These funds are not a prepayment of the regular quarterly assessment for the Master Association; rather, these funds may be used by the Master Association for any purpose including, but not limited to, paying operating deficits, either before or after turnover of control of the Master Association.

6. TITLE INSURANCE. Seller shall deliver to Buyer before closing an owner's commitment of title insurance issued by a title insurance company acceptable to Seller, agreeing

to insure title to Buyer's Unit, subject only to the standard printed exceptions, those items mentioned in paragraph 5 of this Agreement, any item which does not materially affect Buyer's use of the Unit as a residence, and any item that may be cured by an application of the purchase price. The commitment shall be conclusive of compliance by the Seller relative to the title requirements of this Agreement. The cost of the title insurance shall be borne by Seller, except as otherwise provided in Paragraph five (5) of this Agreement. Buyer shall have seven (7) days from the date of receiving the owner's commitment of title insurance to examine it. If title is found to be defective, Buyer shall within said seven (7) day period notify Seller in writing specifying the defect. If Seller fails or refuses to correct any defects of title, which will materially affect Buyer's use or occupancy of Buyer's Unit, revealed by the title commitment within ninety (90) days of notice by Buyer and provided Buyer timely objected, Buyer shall have the right to cancel this Agreement and receive a return of all money paid under it, or to proceed to a closing with no abatement of the purchase price, taking title in its then condition. The foregoing shall be the exclusive rights and remedies of Buyer for defects in title.

7. COMPLETION OF CONSTRUCTION. Delays in completion of construction shall not give rise to any right of Buyer to cancel or rescind this Agreement, unless Seller fails to complete Buyer's Unit within two (2) years from the date of execution of this Agreement, and in that event, Buyer shall have all rights and remedies permitted under Florida law, including, but not limited to, the right of specific performance. Buyer acknowledges that Buyer has had an opportunity to review the construction plans and specifications relating to the Buyer's Unit and the condominium improvements at the construction site.

8. WARRANTY. Seller shall honor all governing valid statutory warranties relative to construction existing as of the time of commencement of construction.

9. DISCLAIMER OF WARRANTIES. BUYER AGREES THAT WARRANTIES AS TO APPLIANCES AND AIR CONDITIONING SYSTEMS FURNISHED WITH THE UNIT ARE MANUFACTURERS' WARRANTIES ONLY, AND BUYER AGREES TO LOOK ONLY TO THE MANUFACTURER FOR ANY RELIEF PERTAINING THERETO AS TO BREACH OF EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. NO EXPRESSED OR IMPLIED WARRANTIES ARE EXTENDED, EXCEPT AS SET FORTH IN SECTION 718.203(1), FLORIDA STATUTES.

CONSUMER PRODUCTS, AS THAT TERM IS USED IN THE MAGNUSON-MOSS WARRANTY ACT, INCLUDING BUT NOT LIMITED TO, SUCH MAJOR APPLIANCES AS HOT WATER HEATER, AIR-CONDITIONER, REFRIGERATOR, RANGE, OVEN, DISHWASHER, GARBAGE DISPOSAL, AND LIKE ITEMS, IF ANY, ARE NOT WARRANTED AS TO MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE IN ANY REGARD EXCEPT AS REQUIRED UNDER SECTION 718.203(1), *FLORIDA STATUTES.*

BUYER ACKNOWLEDGES AND AGREES THAT THERE ARE NO WARRANTIES OR GUARANTIES OF ANY NATURE WHATSOEVER, EXPRESS OR IMPLIED, GIVEN BY THE SELLER WITH THE SUBJECT UNIT, EXCEPT FOR THE WARRANTY GRANTED UNDER SECTION 718.203(1), *FLORIDA STATUTES.*

SELLER DISCLAIMS ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE AND HABITABILITY AS TO THE UNIT AND THE PERSONAL PROPERTY AND OTHER PROPERTY, WHETHER ARISING FROM CUSTOM, USAGE, COURSE OR TRADE, STATUTORY OR CASE LAW, OR OTHERWISE.

In the event that a competent court of law decides that the foregoing disclaimer is ineffective, the parties agree that any action for implied warranty, except as permitted under Section 718.203(1), *Florida Statutes*, must be brought within one (1) year from the date of Closing. In addition, in the event a competent court of law decides that the foregoing disclaimer is ineffective, the parties agree that the maximum exposure of the Seller is the cost of the (i) replacement or repair of the defective item, or (ii) the purchase price paid for the Unit, whichever is less. These clauses shall survive Closing and delivery of the deed of conveyance.

10. DEFAULT. In the event Buyer defaults under this Agreement, Seller, as its exclusive remedy, shall have the right to retain all money paid by Buyer under this Agreement, together with all interest that Buyer would otherwise be entitled to receive under paragraph 4

above, as agreed upon liquidated damages as consideration for Seller's execution of this Agreement and in full settlement of any claim against Buyer, because both parties recognize that the precise loss to Seller due to Buyer's default is impossible to ascertain, and then Seller shall have no further obligations to Buyer. Subject to paragraph 7 above, in the event of default by Seller other than the Seller's willful non-performance under this Agreement, Buyer shall have the right to receive an immediate return of all deposit money paid to Seller under this Agreement, which shall be the exclusive remedy of Buyer. In the event of Seller's willful non-performance under this Agreement, Buyer shall have all rights and remedies permitted under Florida law. "Default" shall include not only the failure to make prompt payment of any sums due under this Agreement, but also the failure to perform any other acts required of Buyer under this Agreement.

11. ACCEPTANCE OF DEED. Except for completion by Seller of the agreed upon "punch list" items, the closing of this transaction and acceptance of the deed mentioned in paragraph 5 above shall be conclusive of the compliance by Seller of Seller's obligations under this Agreement.

12. RIGHT OF ASSIGNMENT. Buyer shall not have the right to assign this Agreement, except with the written consent of Seller, which consent can be withheld at Seller's sole discretion, and Seller may require Buyer to remain liable for all obligations under this Agreement. Buyer acknowledges and agrees that Seller's ability to sell other Units owned by Seller within the Condominium, and the value of such Units owned by Seller will be diminished and harmed by Buyer attempting to resell the Unit, or advertising the Unit for sale, prior to Buyer receiving fee simple title to the Unit, and that Seller shall be irreparably harmed by such actions. Therefore, Buyer covenants and agrees not to enter into a listing agreement for the sale of the Unit, or to advertise or cause the Unit to be advertised for sale in any newspaper, trade magazine or other publication, prior to obtaining fee simple title to the Unit. A breach of the provisions of this paragraph shall be a default hereunder by Buyer and entitle Seller to exercise its remedies under this Agreement. Seller shall have the right to charge an assignment fee in consideration for agreeing to the assignment.

13. OFFER. This Agreement shall constitute an irrevocable offer by Buyer to Seller to purchase the Unit referred to above pursuant to the terms and conditions contained in this Agreement. This offer is to be accepted, if at all, by Seller affixing Seller's signature below or depositing a copy of this Agreement so executed in the United States mail, addressed to Buyer, postage prepaid. Buyer understands that Seller needs to check the creditworthiness of Buyer before it can accept the offer. Buyer agrees that Seller shall have the right to contact Buyer's banking relationships to ascertain the creditworthiness of Buyer. By executing a copy of this Agreement, Buyer agrees to execute any and all documents reasonably requested by Seller in order to obtain financial information on Buyer and to allow Buyer's bankers to discuss Buyer's creditworthiness with Seller.

14. NOTICES. Any notices permitted or required under this Agreement shall be deemed delivered when they are deposited in the United States mail, addressed to the appropriate party at the address first shown above, postage prepaid, registered or certified mail, return receipt requested.

15. EXPENSES OF ENFORCEMENT. If it becomes necessary for Seller to employ the services of an attorney to enforce Seller's rights under the Agreement, Buyer shall be responsible for all reasonable attorneys' fees incurred by Seller as well as all court costs and fees incurred by Seller in the event of litigation being instituted by Seller relative to enforcement of this Agreement.

16. BROKER. Buyer represents that Buyer has only dealt with _____ _____ as Seller's Agent relative to this transaction and _____ as Broker, and shall save and hold Seller harmless relative to any brokerage commission claimed by virtue of breach of this representation. This provision shall survive the closing.

17. COMPLETE AGREEMENT. This Agreement constitutes the complete Agreement between the parties, and no modification of this Agreement shall be binding unless in writing and executed by the parties. It is agreed by the parties hereto that all prior understandings and agreements are superceded and merged into this Agreement. No representations, claims, statements, inducements, promotional activities, maps or otherwise, made by Seller or Seller's agents or representatives shall be of any force and effect unless

expressly set forth in this Agreement. The provisions of this paragraph shall survive closing. Upon closing, acceptance of a deed by Buyer is deemed acknowledgment of full performance and discharge of every agreement, obligation, and representation made by Seller, in accordance with the terms and provisions hereof, and no agreement or representation shall survive the delivery and acceptance of said deed, except as may be set forth in writing in this Agreement.

18. RADON GAS. Radon is a naturally occurring radioactive gas that, when it is accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

The foregoing disclosure is required pursuant to Section 404.056(8), Florida Statutes, for all contracts for sale and purchase of buildings located in Florida. If radon is detected in the Unit, at any time, at unacceptable levels, mitigation shall be the responsibility of the Buyer.

19. MOLD and MILDEW. Buyer acknowledges that a) the growth of mold and mildew may occur in buildings located in Florida due to the tropical climatic nature of the region, b) Buyer will have exclusive control of the climatic conditions inside Buyer's Unit, and c) Buyer's decisions with respect to maintenance, upkeep and climatic conditions inside the Unit will effect the occurrence, if any, of mold and mildew inside the Unit. The construction of a condominium unit is not, and can not be designed to exclude mold and mold spores. By minimizing moisture, a unit owner can reduce mold growth. Good housekeeping and home maintenance practices are essential in the effort to prevent mold growth. Buyer agrees that the Seller shall not be responsible for the occurrence of mold or mildew in Buyer's Unit at any time after the date of closing, and that the failure of Buyer to note the presence of any mold or mildew in the Unit at Buyer's walk-through prior to closing shall be deemed a waiver by Buyer of any claim against the Seller for the presence of mold or mildew in the Unit prior to or as of the date of closing. Buyer understands that in order to minimize the occurrence of mold and mildew, a) the Unit must be adequately air conditioned at all times (even when Buyer is not occupying the Unit for extended periods of time), b) all portions of the Unit should receive proper ventilation, and c) all portions of the Unit should be exposed regularly to light. Every new condominium unit contains products that have water, powders, solids and industrial chemicals that are used in constructing the unit or building. The water, powders, solids and industrial chemicals will and do contain mold, mildew, fungus, spores and chemicals which may cause allergic or other bodily reactions in certain individuals. You should consult your physician to determine the molds, mildews, fungus, spores or chemicals that may adversely affect you or members of your family. If you are not comfortable with the fact that these substances or chemicals exist in some amount in the unit that you are purchasing, you should not purchase the unit. Buyer's waiver of rights contained in this provision is a material inducement for Seller entering into this Agreement. The provisions of this paragraph shall survive closing.

20. GOVERNING LAW. Buyer certifies that Buyer is executing this Agreement while in the State of Florida of Buyer's own volition, and that this purchase was not solicited either by telephone or mail in another state. The obligations under this Agreement shall be performed in the State of Florida and governed by Florida law.

21. RECORDING. Buyer shall not directly or indirectly record this Agreement in the public records.

22. INSULATION SPECIFICATIONS. The type, thickness and R-Value of the insulation installed as part of the Unit are as follows:

The upper ceilings in the Units are insulated with batt type of insulation to a minimum thickness of 10 inches, which thickness, according to the manufacturer, results in an R-Value of 30. The exterior perimeter walls to the Unit will be insulated with F1-Foil type of insulation, between the wood furring strips, which, according to the manufacturer, will result in an R-Value of 4.0.

23. ENERGY PERFORMANCE AND ENERGY-EFFICIENCY RATING DISCLOSURE. In accordance with Section 553.996, Florida Statutes, a Buyer of real property with a building for occupancy located thereon shall be provided with written notification that the Buyer may have the building's energy-efficiency rating determined upon request of the prospective Buyer, in writing, at the time of, or prior to, the Buyer's execution of the contract for sale and purchase. The Buyer shall be provided with a copy of an information brochure prepared

and provided at no cost by the Department of Community Affairs Codes and Standards Office. Any cost associated with determining the building's energy-efficiency rating will be at Buyer's expense. The undersigned Buyer hereby acknowledges that they have received a copy of the above-referenced information brochures and voluntarily waive the request for an energy-efficiency rating.

24. INTERFERENCE. Buyer agrees not to interfere with the workmen on the construction site where the Unit is located. Any questions regarding construction shall be directed to Seller's Sales Department. Buyer will not hire or employ any contractors, subcontractors or other persons, firms or corporations to do work in or on the Unit until after the Closing, unless Buyer obtains Seller's prior written consent, which consent can be withheld in Seller's sole discretion. Buyer and all agents of Buyer are prohibited from entering the construction site or the Unit, all of which are restricted areas, prior to closing without the prior written consent of Seller which consent can be withheld in Seller's sole discretion. A breach of this provision shall be deemed a default under this Agreement, and Seller shall have all rights and remedies permitted under paragraph 10 of this Agreement.

25. SELLER'S AUTHORIZATION. Buyer hereby authorizes Seller, as Seller deems necessary, to record among the Public Records of Lee County, Florida, such documents and instruments as are required to be filed under the laws of the State of Florida in order to create and maintain the Condominium. Seller reserves the right to make changes in any such Condominium Documents as Seller, governmental authorities having jurisdiction over the property, title insurance companies, or Seller's construction and mortgage lenders require or deem necessary, provided the changes do not materially alter the boundaries of the Unit, change the size of the Common Elements to the prejudice of Buyer, decrease Buyer's share in the Common Surplus or increase Buyer's share in the Common Expenses, or otherwise materially affect the right of Buyer or the value of the Unit. Seller will provide to Buyer copies of any amendments made to the Condominium Documents, and Buyer will have all rights contained in Chapter 718 of the Florida Statutes to cancel this Agreement (by delivering written notice to Seller of such cancellation) and receive a refund of its deposits, thereby relieving Seller of all obligations under this Agreement. Notwithstanding the foregoing sentence, Seller is specifically authorized to substitute final as-built surveys for the plot plans contained in the Condominium Documents, and such substitution shall not be deemed to be either material or adverse.

26. INSPECTION PRIOR TO CLOSING. At a date and time selected by Seller prior to Closing, Buyer shall have the duty to inspect the Unit in Seller's presence to determine whether Buyer objects to any materials or workmanship on the grounds that they are not in accordance with prevailing construction standards. Buyer and Seller shall execute a "punchlist" of uncompleted items or defects in workmanship or materials which Seller agrees were not performed in accordance with prevailing construction standards, and Seller agrees to correct these items within a reasonable period of time after Closing. Any objections as to materials or workmanship or failure by Buyer to inspect the Unit prior to Closing shall not be grounds for any escrows or holdbacks of closing funds, nor for delaying or imposing any conditions upon Closing. At such time as the agreed punch list work has been performed, it shall be deemed conclusive that Seller's obligations have been fulfilled and any additional items shall be the responsibility of the Buyer. Failure of the Buyer to conduct the inspection and complete and sign the punch list of inspection items by the date established herein shall be deemed to be conclusive evidence of Buyer's acceptance of the Unit "AS IS" and a complete waiver of all objections to defects in workmanship or materials. This shall not be deemed to be a waiver of any warranties provided to the Buyer by law.

27. WAIVER OF JURY TRIAL. SELLER AND BUYER HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVE THE RIGHT ANY OF THEM MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION BASED HEREON OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT AND ANY AGREEMENT CONTEMPLATED TO BE EXECUTED IN CONJUNCTION HEREWITH OR UNDER THE DECLARATION OF CONDOMINIUM OR ANY EXHIBITS THERETO, OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY. THIS PROVISION IS A MATERIAL INDUCEMENT FOR SELLER ENTERING INTO THIS AGREEMENT.

_____ _____

Seller's Initials Buyer's Initials

28. DISCLOSURE. FLORIDA LAW CONTAINS IMPORTANT REQUIREMENTS YOU MUST FOLLOW BEFORE YOU MAY FILE A LAWSUIT FOR DEFECTIVE CONSTRUCTION AGAINST A CONTRACTOR, SUBCONTRACTOR, SUPPLIER, OR DESIGN PROFESSIONAL FOR AN ALLEGED CONSTRUCTION DEFECT IN YOUR HOME. SIXTY DAYS BEFORE YOU FILE YOUR LAWSUIT, YOU MUST DELIVER TO THE CONTRACTOR, SUBCONTRACTOR, SUPPLIER, OR DESIGN PROFESSIONAL A WRITTEN NOTICE OF ANY CONSTRUCTION CONDITIONS YOU ALLEGE ARE DEFECTIVE AND PROVIDE YOUR CONTRACTOR AND ANY SUBCONTRACTORS, SUPPLIERS, OR DESIGN PROFESSIONALS THE OPPORTUNITY TO INSPECT THE ALLEGED CONSTRUCTION DEFFECTS AND MAKE AN OFFER TO REPAIR OR PAY FOR THE ALLEGED CONSTRUCTION DEFECTS. YOU ARE NOT OBLIGATED TO ACCEPT ANY OFFER MADE BY THE CONTRACTOR OR ANY SUBCONTRACTORS, SUPPLIERS, OR DESIGN PROFESSIONALS. THERE ARE STRICT DEADLINES AND PROCEDURES UNDER FLORIDA LAW.

29. **STATUTORY CANCELLATION. THIS AGREEMENT IS VOIDABLE BY BUYER BY DELIVERING WRITTEN NOTICE OF THE BUYER'S INTENTION TO CANCEL WITHIN FIFTEEN (15) DAYS AFTER THE DATE OF EXECUTION OF THIS AGREEMENT BY THE BUYER, AND RECEIPT BY BUYER OF ALL OF THE ITEMS REQUIRED TO BE DELIVERED TO HIM BY THE DEVELOPER UNDER SECTION 718.503, *FLORIDA STATUTES*. THIS AGREEMENT IS ALSO VOIDABLE BY BUYER BY DELIVERING WRITTEN NOTICE OF THE BUYER'S INTENTION TO CANCEL WITHIN FIFTEEN (15) DAYS AFTER THE DATE OF RECEIPT FROM THE DEVELOPER OF ANY AMENDMENT WHICH MATERIALLY ALTERS OR MODIFIES THE OFFERING IN A MANNER THAT IS ADVERSE TO THE BUYER. ANY PURPORTED WAIVER OF THESE VOIDABILITY RIGHTS SHALL BE OF NO EFFECT. BUYER MAY EXTEND THE TIME FOR CLOSING FOR A PERIOD OF NOT MORE THAN FIFTEEN (15) DAYS AFTER THE BUYER HAS RECEIVED ALL OF THE ITEMS REQUIRED. BUYER'S RIGHT TO VOID THIS AGREEMENT SHALL TERMINATE AT CLOSING.**

IN WITNESS WHEREOF, the Buyer and Seller have each affixed their signatures as of the day and year first above written.

ANY PAYMENT IN EXCESS OF TEN PERCENT (10%) OF THE PURCHASE PRICE MADE TO DEVELOPER PRIOR TO CLOSING PURSUANT TO THIS AGREEMENT MAY BE USED FOR CONSTRUCTION PURPOSES BY THE DEVELOPER.

WITNESSES:

_____
Name:_____

_____
Name:_____

_____
Name:_____

_____
Name:_____

_____
Name:_____

_____
Name:_____

BUYER:

_____
Name:_____

_____
Name:_____

SELLER:

PARKER HUNTERS RIDGE, LLC, a Florida limited liability company

By:_____
Name:_____
Title:_____

(Corporate Seal)

PHEASANT HOLLOW AT HUNTERS RIDGE, A CONDOMINIUM

ESCROW AGREEMENT

THIS AGREEMENT is entered into this 25th day of February, 2005, by and between PARKER HUNTERS RIDGE, LLC, a Florida limited liability company, hereafter referred to as Developer, and SQUIRE, SANDERS & DEMPSEY L.L.P., an Ohio limited liability partnership, hereafter referred to as Escrow Agent.

WITNESSETH:

WHEREAS, the Developer intends to develop a certain condominium project known as Pheasant Hollow at Hunters Ridge, a Condominium ("Pheasant Hollow"), located in Lee County, Florida; and

WHEREAS, the Developer intends to enter into Agreements for Purchase and Sale ("Contracts") or ("Purchase Agreements") with prospective purchasers of units in Pheasant Hollow, with payments on account of the purchase price to be made to the Escrow Agent to be held and disbursed according to the provisions of this Agreement; and

WHEREAS, Escrow Agent is agreeable to the above; and

WHEREAS, the parties wish to define their respective rights and obligations.

NOW, THEREFORE, it is agreed as follows:

1. To the extent required by the Contracts, Developer shall deliver to the Escrow Agent all deposit funds received from various purchasers along with true copies (showing execution) of all contracts under which those funds have been paid. The Escrow Agent's address is 201 N. Franklin Street, Suite 2100, Tampa, Florida 33602.

2. The Escrow Agent shall acknowledge to the purchaser, in writing, receipt of the deposit.

3. The Escrow Agent shall receive the funds and hold them in accordance with the contracts, depositing them, when permitted by law or by agreement, in savings or time deposits in institutions insured by an agent of the United States or investing them in securities of the United States or any of its agencies, with the interest to be credited to the party entitled to receive the deposited funds. The Escrow Agent shall not be deemed to have received funds paid by check until final clearance of the check.

4. The escrowed funds shall be held by the Escrow Agent in accordance with the Purchase Contracts and in accordance with the applicable Florida Statutes and Rules and shall be released to the Developer upon the following events:

(a) Upon closing of title to the unit to which the deposit relates, the deposit shall be paid to the Developer upon receipt by the Escrow Agent of a closing statement or other verification signed by the purchaser or his attorney or authorized agent. No disbursement shall be made under this paragraph if prior to the disbursement, the Escrow Agent receives from purchaser written notice of a dispute between the purchaser and the Developer.

(b) A default by the purchaser under the terms of the Purchase Contract may entitle the Developer to any funds deposited under the Purchase Contract upon the happening of the following events:

(i) Developer certifies in writing that a purchaser whose funds are being held hereunder has defaulted under the terms of the Purchase Contract; and

(ii) Specifies and describes the nature of the default; and

(iii) Certifies that the purchaser is not any longer legally entitled to rescind the Purchase Contract; and

(iv) Notifies the purchaser in writing of purchaser's default; and

(v) Furnishes Escrow Agent with evidence of such notice; then

the Escrow Agent shall thereafter treat all funds of said purchaser then held by the Escrow Agent on account of the Purchase Contract in default as funds of the Developer and shall forthwith pay such funds to the Developer and deliver the interest credited thereon to the Developer.

5. A purchaser shall be entitled to a return of the deposit and Escrow Agent shall pay said funds to the purchaser in accordance with the terms hereof upon receipt of a written demand from the purchaser and receipt of written notice from the Developer that the purchaser has lawfully terminated the Purchase Contract and is entitled to a return of the deposit.

6. At the time of the closing of the purchase upon which any deposit has been made, the interest earned on said deposit shall be paid to the purchaser as long as purchaser is not in default under the Purchase Contract.

7. Pursuant to the provisions of the Purchase Contract, any funds in excess of ten percent (10%) of the purchase price received by the Escrow Agent shall held in a special escrow account and shall be released to the Developer, upon written request from the Developer, to be used in the actual construction and development of the property. However, no portion of the funds may be used for salaries, commissions, or expense of salesmen or for advertising purposes.

8. The Escrow Agent may justifiably rely upon any writing or instrument or signature which it, in good faith, believes to be genuine; may assume the validity and accuracy of any statement or assertion contained in such writing or instrument; and may assume that any

person purporting to give any writing, notice, advice or instruction in connection with the provisions hereof, has been duly authorized to do so. The Escrow Agent shall not be liable in any manner for the sufficiency or correctness as to form, manner of execution, or validity of any written instructions delivered to it; nor as to the identity, authority, or rights of any person executing the same. The Escrow Agent undertakes to perform only such duties as are expressly set forth herein, and no implied duties or obligations shall be read into this Escrow Agreement against the Escrow Agent. Upon the Escrow Agent's disbursing the deposit of a purchaser in accordance with the provision hereof, the Escrow Agreement shall terminate with regard to that purchaser's deposit and Escrow Agent shall thereafter be released of all liability in connection therewith.

9. The Escrow Agent shall have full and complete authorization and protection for any action taken or suffered by it hereunder in good faith and shall otherwise not be liable for any mistake of fact or error of judgment, or for any acts or omissions of any kind unless caused by its willful misconduct or gross negligence. Developer agrees to indemnify and hold the Escrow Agent harmless from any claims, demands, causes of action, liability, damages or judgments, including the cost of defending any action against it, together with any reasonable attorneys fees incurred therewith in connection with Escrow Agent's undertaking pursuant to the terms and conditions of this Escrow Agreement, unless the same is the result of the willful misconduct or gross negligence of the Escrow Agent.

10. In the event of a disagreement about the interpretation of this Agreement, or about the rights and obligations or the propriety of any action contemplated by the Escrow Agent hereunder, Escrow Agent may, in its sole discretion, file an action in interpleader to resolve the said disagreement. Escrow Agent shall be indemnified and held harmless by Developer for all costs, including reasonable attorneys' fees, in connection with the aforesaid interpleader action.

11. The Escrow Agent shall have the right to resign by giving written notice of its intent to resign to the Developer and to all parties for whom Escrow Agent is holding funds. Within seven (7) days after receipt of such notice, Developer shall appoint a Successor Escrow Agent and notify Escrow Agent of that appointment. Developer shall also notify all parties for whom Escrow Agent is holding funds of the name and address of the Successor Escrow Agent. Upon receipt of the notice of the appointment of a Successor Escrow Agent, Escrow Agent shall deliver all escrowed funds together with copies of all Purchase Agreements or other documentation under which the funds are held to the Successor Escrow Agent and upon delivery shall be relieved of all responsibility relating to them, except for acts or omissions of Escrow Agent occurring prior to such delivery.

12. This Agreement shall be expressly incorporated by reference into all purchase agreements between Developer and prospective purchasers.

13. This Escrow Agreement represents the entire understanding between the parties with respect to the subject matter hereof and shall be binding upon the parties, their respective successors and assigns.

14. This Escrow Agreement may be executed in counterparts and facsimile signatures shall be deemed binding and as originals.

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

Witnesses:

Carol L. Workaugh

PARKER HUNTERS RIDGE, LLC, a Florida limited liability company

By: _____

Its: VICE PRESIDENT

"DEVELOPER"

Witnesses:

Megan Prouty

SQUIRE, SANDERS & DEMPSEY L.L.P., an Ohio limited liability partnership

By: _____

Its: Partner

"ESCROW AGENT"

FREQUENTLY ASKED QUESTIONS AND ANSWERS SHEET

PHEASANT HOLLOW
CONDOMINIUM ASSOCIATION INC.
As of October 22, 2004

Q: 1. What are my voting rights in the condominium association?

A: Association members are entitled to one (1) vote for each Unit owned by them. Please refer to Article II, Section 2, of the By-Laws.

Q: 2. What restrictions exist on my right to use my unit?

A: Use restrictions include residential use, minors, pets, nuisance, parking, antennas and signs, access, stairs and halls, common elements, garbage, fire hazards, leasing and association. Please refer to Section 12 of the Declaration of Condominium.

Q: 3. What restrictions exist on the leasing of my unit?

A: All leases of Units must be approved by the Board of Directors, and a review fee may be charged. No Unit may be leased for a period less than thirty (30) days. For additional information, please refer to Section 14 of the Declaration of Condominium.

Q: 4. How much are my assessments to the Condominium Association for my unit type, and when are they due?

A: For January 1, 2005, through December 31, 2005: annual assessments are $2,807.68 per Unit, without reserves; and annual assessments are $3,097.72 per Unit, with reserves. Assessments are due quarterly. For January 1, 2005, through December 31, 2005: quarterly assessments are $701.92 per Unit, without reserves; and quarterly assessments are $774.43 per Unit, with reserves. Reserves are waived for 2005 and 2006.

Q: 5. Do I have to be a member in any other association? If so, what is the name of the association, and what are my voting rights in this association? Also, how much are my assessments?

A. All Unit Owners in Pheasant Hollow at Hunters Ridge, a Condominium, must also be members of Hunters Ridge Community Association, Inc. ("Master Association"). Each Unit Owner in, Pheasant Hollow at Hunters Ridge, a Condominium, is entitled to one (1) vote in the Master Association. Master Association annual assessments are $600.00 for the year 2005, without reserves.

Q: 6. Am I required to pay rent or land use fees for recreational or other commonly used facilities? If so, how much am I obligated to pay annually?

A: No.

Q: 7. Is the Condominium Association or other mandatory membership association involved in any court cases in which it may face liability in excess of $100,000? If so, identify each such case.

A: No.

NOTE: THE STATEMENTS CONTAINED HEREIN ARE ONLY SUMMARY IN NATURE. A PROSPECTIVE PURCHASER SHOULD REFER TO ALL REFERENCES, EXHIBITS HERETO, THE SALES CONTRACT AND THE CONDOMINIUM DOCUMENTS.

EXHIBIT "7" TO THE PROSPECTUS

Purchase Agreement
(Hunters Ridge)

This Purchase Agreement is entered into this 3rd day of ~~August~~ September, 2003, by and between **BBA Development Corp.**, a Florida corporation (referred to herein as "Seller") and **Parker Hunters Ridge, LLC**, a Florida limited liability company (referred to herein as "Purchaser").

Preliminary Statement:

Seller is the developer of a residential community known as Hunters Ridge, in Lee County, Florida. Seller desires to sell and convey ~~all remaining~~ one hundred forty five (145) residential lots, villa lots and condominium building sites within Hunters Ridge to Purchaser. Purchaser is willing to purchase ~~all remaining~~ one hundred forty five (145) residential lots, villa lots and condominium building sites within Hunters Ridge from Seller, for the price and in accordance with the terms and conditions set forth below.

Now therefore, for and in consideration of the mutual covenants and promises hereinafter contained, the parties have agreed, as follows:

1. **Definitions.** In addition to the terms defined in the Preliminary Statement, the following terms shall be defined, as follows:

   (a) "Agreement" shall mean this Purchase Agreement between Seller and Purchaser.

   (b) "Closing" shall mean the conveyance of title to a Lot, Villa Lot or Condominium Building Site from Seller to Purchaser pursuant to the terms of this Agreement.

   (c) "Closing Date" shall mean the date designated for each Closing, as set forth in Section 8 of this Agreement.

   (d) "Condominium Building Site" shall mean each of the condominium building sites within Hunters Ridge to be acquired by Purchaser pursuant to the terms of this Agreement.

   (e) "Condominium Unit" shall mean an individual condominium unit within the building to be constructed by Purchaser on the Condominium Building Site.

   (f) "Deposit" shall mean the money placed by Purchaser in escrow pursuant to the provisions of Section 4(a) of this Agreement, together with any interest earned thereon.

(g) "Escrow Agent" shall mean the law firm of Bolaños Truxton, P.A., whose address is 12800 University Drive, Suite 350, Ft. Myers, Florida 33907.

(h) "Effective Date" shall mean the date that this Agreement has been fully executed by Seller and Purchaser.

(i) "Governmental Approvals" shall mean all licenses, permits, zoning resolutions, development orders and other approvals issued or to be issued by Governmental Authority with respect to the Property.

(j) "Governmental Authority" shall mean any federal, state or local governmental agency or department having jurisdiction over the Property, and whose approval is necessary for the development of the Project.

(k) "Governmental Requirements" shall mean all statutes, ordinances, regulations, permits, approvals or other requirements of Governmental Authorities.

(l) "Hunters Ridge" shall mean the residential community situated in a portion of Section 6, Township 48 South, Range 26 East, Lee County, Florida.

(m) "Lot" shall mean each of the residential single-family lots within Hunters Ridge to be acquired by Purchaser pursuant to the terms of this Agreement.

(n) "Master Association" shall mean Hunters Ridge Community Association, Inc.

(o) "Master Declaration" shall mean the Master Declaration of Covenants, Conditions and Restrictions for Hunters Ridge, as recorded in Official Records Book 2003 at Page 4201 of the Public Records of Lee County, Florida.

(p) "Neighborhoods" shall mean the real property within a Tract of Hunters Ridge that is governed by a Neighborhood Association.

(q) "Neighborhood Association" shall mean a homeowners association, other than the Master Association, formed to operate the common areas within a Neighborhood.

(r) "Neighborhood Covenants" shall mean any and all covenants, conditions, restrictions, and other provisions imposed by recorded instrument applicable to the Neighborhood only including but not limited to the Master Declaration of Covenants, Conditions and Restrictions for Hunters Ridge, dated and recorded July 18, 1988 in Official Records Book 2003, at

Page 4209, of the Public Records of Lee County, Florida. Seller shall provide Purchaser with a copy of any additional Neighborhood Covenants within fifteen (15) days after the Effective Date of this Agreement for Purchaser's review and approval. (***Informational Note:*** On request of Purchaser, Seller shall allow Purchaser to form a separate Neighborhood Association and file separate Neighborhood covenants governing the use and maintenance of the Property from time to time Purchased by Purchaser, provided, however, no maintenance fees for any particular Lot shall be payable to either the Master Association or any Neighborhood Association until such time as the Purchaser sells the Property to Purchaser's Customer.

(s) "Permitted Exceptions" shall mean: (i) real estate taxes and assessments for the year of Closing and subsequent years; (ii) Governmental Requirements provided that they do not prohibit Purchaser's intended use of the Property as contemplated by this Agreement; (iii) those specific exceptions to title set forth on Exhibit "C" hereto; and (iv) such other exceptions to title as Purchaser may, in its sole discretion, agree to accept.

(t) "Project" shall mean Hunters Ridge.

(u) "Property" shall mean the Lots, the Villa Lots and the Condominium Building Sites, together with all right, title and interest in any easements or other appurtenances thereto.

(v) "Purchase Price" shall mean the purchase price for each Lot, Villa Lot and Condominium Building Site as stated in Section 3 of this Agreement.

(w) "Purchaser's Customer" shall mean a third-party customer who is purchasing a Residence constructed by Purchaser on a Lot, Villa Lot or Condominium Unit within Hunters Ridge.

(x) "Residence" shall mean a single-family residence or condominium unit to be constructed by Purchaser on a Lot, Villa Lot or Condominium Building Site within Hunters Ridge.

(y) "Title Commitment" shall mean a commitment for an owner's title insurance policy to be issued to Purchaser by the Title Company.

(z) "Title Company" shall mean Heritage Title or other title insurance company acceptable to Purchaser.

(aa) "Title Defect" shall mean an exception to title disclosed by the Title Commitment, other than a Permitted Exception.

(bb) "Villa Lot" shall mean each of the single-family villa lots within Hunters Ridge to be acquired by Purchaser pursuant to the terms of this Agreement.

DH 9/3/03

2. **Purchase and Sale.** Seller agrees to sell, and Purchaser agrees to purchase ~~all~~ one hundred forty five (145) available inventory of Lots, Villas Lots and Condominium Building Sites within Hunters Ridges, in one or more Closings during the term of this Agreement, as follows:

(a) Seventeen (17) Lots in Tract A (Arbor Cove);

(b) Thirty-five (35) Lots in Tract B (Blue Heron Pass);

(c) Forty-three (43) Villa Lots in Tracts C and D;

(d) Twenty (20) Villa Lots in Tract F (Fox Run);

(e) Three (3) Condominium Building Sites, which will accommodate a total of sixteen (16) Condominium Units, in Tract G (Grand Pines Condominium at Hunters Ridge); and

(f) Fourteen (14) Lots in the South Tract;

All as shown on the Site Plan attached as Exhibit "A" hereto, and as enumerated on the Schedule attached as Exhibit "B" hereto. In the event that any additional Lots, Villa Lots or Condominium Building Sites should become available, then Seller shall notify Purchaser, and this Agreement shall be amended to include such additional Property.

3. **Purchase Price.** The Purchase Price for the Property shall be, as follows:

(a) For the Lots in Tracts A and B, an amount equal to twenty (20%) percent of the Base Purchase Price (as hereinafter defined) of the Residence to be constructed by Purchaser on the Lot, but in no event less than Sixty Five Thousand and No/100 ($65,000.00) Dollars. The Base Purchase Price shall be the total purchase price payable by Purchaser's Customer for a Residence, including the cost of the Lot, but not including the value of any pool or spa package, or any extras, options or upgrades. In the event of a spec or model home, the Base Purchase Price shall be the base list price in effect as of the date that construction begins for the spec or model home to be constructed by Purchaser, but shall be subject to post-closing adjustment based upon the actual Base Purchase Price upon a subsequent sale of the spec home or model to Purchaser's Customer.

(b) For the Villa Lots in Tracts C and D:

(1) Thirty-Six Thousand Five Hundred and No/100 ($36,500.00) Dollars for the first twenty-three (23) Villa Lots; and

(2) Forty-Three Thousand One Hundred and No/100 ($43,100.00) Dollars for all remaining (twenty) Villa Lots. (20) DH 9/3/03

(c) For the Villa Lots in Tract F (Fox Run):

(1) Thirty Two Thousand Five Hundred and No/100 ($32,500.00) Dollars for the first ten (10) Villa Lots; and

(2) Thirty Five Thousand Five Hundred and No/100 ($35,500.00) Dollars for all remaining (ten) Villa Lots. (10) JH 9/3/03

(d) For the Condominium Building Sites, an amount equal to Nineteen Thousand and No/100 ($19,000.00) Dollars per Condominium Unit to be constructed thereon.

(e) For the Lots in the South Tract, an amount equal to Fifty Thousand and No/100 ($50,000.00) Dollars per Lot.

4. **Payment of Purchase Price.** The Purchase Price for the Property shall be payable, as follows:

(a) Within three (3) business days after the Effective Date of this Agreement, Purchaser shall deposit One Thousand and No/100 ($1,000.00) Dollars with the Escrow Agent to serve as the Deposit and to secure Purchaser's obligation to purchase the Property. The Deposit shall be held by Escrow Agent in a non-interest bearing account with a commercial bank doing business in the State of Florida. The Deposit shall be applied against the Purchase Price of the final Lot, Villa Lot or Condominium Building Site to be acquired by Purchaser hereunder.

(b) Purchaser shall, at each Closing, execute and deliver to Seller a Promissory Note, secured by a Purchase Money Mortgage, for the entire Purchase Price of the Lot(s), Villa Lot(s) or Condominium Building Site(s), subject to prorations and adjustments as set forth herein. The Promissory Note shall be due and payable, in full, on the earlier of: (i) the conveyance of title to the Lot, Villa Lot or Condominium Unit to Purchaser's Customer; or (ii) one (1) year after the issuance of the certificate of occupancy for the Residence to be constructed thereon. The Promissory Note shall be interest-free. The Mortgage shall be non-recourse, but shall be personal to Purchaser and shall contain a provision for a due-on-sale clause. Purchaser shall be entitled to a partial release of individual Lots, Villa Lots or Condominium Units upon payment to Seller of the Purchase Price attributable to each Lot, Villa Lot or Condominium Unit. The Promissory Note and Purchase

Money Mortgage shall otherwise contain terms and provisions consistent with commercial mortgages in Lee County, Florida.

(c) Seller agrees to subordinate each Purchase Money Mortgage to a First Mortgage in favor of a third-party lender for construction purposes. Although this provision shall be self-operative, Seller shall, at Purchaser's request, execute and deliver a Subordination Agreement in the form and content required by Purchaser's lender. Any default in the First Mortgage shall also constitute a default in the Purchase Money Mortgage.

5. **Inspection Period.** Purchaser acknowledges that it has made a personal inspection of the Property prior to signing this Agreement. Subject only to the specific requirements imposed on Seller by the terms of this Agreement, and to the representations and warranties set forth below, Purchaser shall purchase the Property in its current "as is" condition.

6. **Title.**

(a) Seller agrees to convey good and marketable fee simple title to the Property to Purchaser, at each Closing, free and clear of all mortgages, liens, claims and other encumbrances, subject only to the Permitted Exceptions. Within fifteen (15) days after the Effective Date of this Agreement, Seller shall obtain and deliver to Purchaser a Title Commitment covering all of the Property, together with copies of any exceptions to title referenced therein. Purchaser shall then have a period of fifteen (15) days within which to examine the Title Commitment and to advise Seller of the existence of any Title Defects. In the event that Purchaser does not timely notify Seller of the existence of any Title Defects, then Purchaser shall be deemed to have accepted the condition of title as set forth in the Title Commitment.

(b) Upon receipt from Purchaser of a notice of Title Defects, Seller shall use commercially reasonable efforts to remove any Title Defects set forth in the notice. If Seller is unsuccessful in removing the Title Defect within thirty (30) days, then Purchaser shall have the option of either: (i) accepting the title in its then existing condition; (ii) terminating this Agreement in which event Purchaser shall be entitled to an immediate and unqualified refund of the Deposit; or (iii) extending the cure period for such additional time as the parties may mutually agree may be required to remove the Title Defect.

(c) Seller shall provide Purchaser with an endorsement to the Title Commitment at least ten (10) days in advance of each Closing for the purpose of updating the status of title to the Lot, Villa Lot or Condominium Building to be acquired by Purchaser at that Closing. In the event that the endorsement reflects the existence of any additional exceptions to title that would constitute Title Defects, then Purchaser shall so notify Seller within five (5) days after receipt of the endorsement. Seller shall then have thirty

(30) days to remove any additional Title Defects, and if Seller is unsuccessful in removing them within said time, then Purchaser shall have the options set forth in subsection (b) above.

7. **Survey.** Purchaser shall have the right, in advance of each Closing, to obtain a current survey of the Property, prepared by a licensed surveyor. Any encroachment of any improvements upon the land, any boundary disputes or violation of any easements, setback requirements or other covenants revealed by the survey shall be treated as a Title Defect as provided in Section 6 of this Agreement.

8. **Closing.** Closing shall occur in one or more transactions prior to the commencement by Purchaser of construction upon each Lot, Villa Lot or Condominium Building Site. Each Closing shall occur within ten (10) days after delivery by Purchaser to Seller of a notice of Closing identifying the specific Lot(s), Villa Lot(s) or Condominium Building Site(s) to be acquired by Purchaser at that Closing; provided that: (i) Seller's representations and warranties as set forth in this Agreement are true and correct; and (ii) title to the Property is in the condition it is required to be in as of the Closing Date. Closing shall be held at such location as may be designated by Purchaser in Lee or Collier County, Florida. The exact date and time of Closing shall be mutually agreed upon between the parties. Risk of loss and possession shall be transferred at completion of the Closing.

9. **Closing Documents.**

(a) At each Closing, Seller shall execute and/or deliver to Purchaser the following documents:

(1) A Special Warranty Deed conveying title to the Lot(s), Villa Lots or Condominium Building Site(s) to Purchaser free and clear of all mortgages, liens, claims and other encumbrances and subject only to the Permitted Exceptions;

(2) An Affidavit, in form and content acceptable to the Title Company, reciting that there are no contractor's, materialmen's or laborer's liens against the Property; that there have been no improvements, alterations or repairs to the Property within the past ninety (90) days for which the costs thereof remain unpaid; that the Property is free and clear of all liens, taxes, encumbrances and claims whatsoever, with the exception of real estate taxes for the year of Closing; that affiant has received no notice of any violations of county or municipal ordinances pertaining to the Property and that there are no other parties in possession;

(3) A standard FIRPTA affidavit in the form required by the Title Company;

(4) A standard "gap" affidavit in the form required by the Title Company;

(5) A Subordination Agreement, as contemplated by Section 4(c) of this Agreement;

(6) A Closing Statement setting forth the prorations, adjustments and closing expenses;

(7) Such other and further documents as may be required by the Title Company or which may reasonably be requested by Purchaser to consummate the transaction in accordance with the provisions of this Agreement.

(b) At the Closing, Purchaser shall execute and/or deliver to Seller the following documents:

(1) The Promissory Note and Purchase Money Mortgage, as contemplated by Section 4(b) of this Agreement;

(2) A Closing Statement setting forth the prorations, adjustments and closing expenses;

(3) Such other and further documents as may be required by the Title Company or which may reasonably be requested by Purchaser to consummate the transaction in accordance with the provisions of this Agreement.

10. Closing Expenses.

(a) At Closing, the parties shall share equally in the following expenses: documentary stamps, including any surtax, applicable to the Deed; and the title insurance premium for an owners policy of title insurance calculated at the minimum promulgated rate;

(b) At Closing, Seller shall pay the following expenses: the cost of recording any mortgage releases and corrective instruments.

(c) At Closing, Purchaser shall pay the following expenses: the cost of recording the Deed; documentary stamps and intangible taxes on and the costs of recording of the Purchase Money Mortgage and any costs associated with Purchaser's financing.

11. **Real Estate Taxes, Assessments and Other Prorations.**

(a) Real property taxes and assessments for the Property shall be prorated as of the date that Purchaser conveys title to Purchaser's Customer based upon the current year's tax with due allowance made for the maximum allowable discount and exemptions if allowed for said year. If the current year's assessment is not available, then taxes will be prorated based upon the tax assessment for the immediately preceding year, with due allowance made for the maximum allowable discount and exemptions if allowed for said year. The tax proration shall be subsequently readjusted upon receipt of the actual tax bill within thirty (30) days after written request of either party hereto.

(b) Certified governmental liens or special assessment liens, if any, in effect as of the date that Purchaser conveys title to Purchaser's Customer will be paid by Seller. Pending governmental liens, if any, will be assumed by Purchaser's Customer, unless the improvement for which the lien has been levied has been substantially completed as of the date that Purchaser conveys title to Purchaser's Customer, in which event Seller shall pay for such pending liens.

(c) Assessments payable to the Neighborhood Association and the Master Association shall be prorated as of the date that Purchaser conveys title to Purchaser's Customer.

(d) The provisions of this Section 11 shall survive the Closing and delivery of the Deed.

12. **Term.** This Agreement shall continue for a term of one (1) year and shall automatically renew each year thereafter so long as Purchaser has maintained a construction volume of at least forty-five (45) Residences completed or under construction in the previous twelve (12) months.

13. **Exclusive Builder.** Provided that Purchaser complies with its obligations under this Agreement, and so long as this Agreement remains in effect, Purchaser shall be the exclusive builder within Hunters Ridge.

14. **Sales and Marketing.** Purchaser shall be responsible for its own sales and marketing, and for payment of any commissions due to Purchaser's sales representatives. Seller and Purchaser shall cooperate with each other to develop a marketing program for the community; provided, however, that Seller shall be responsible for community advertising and related costs. Seller shall provide Purchaser with suitable space to display Purchaser's product within the existing sales center, at no charge to Purchaser. Seller will also provide office space for sales and use of office equipment to run a sales center at no charge. Seller agrees to market the community and golf course and to continue to pay for all billboard

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that are currently in existence during the term of this Agreement. Seller agrees to participate in any marketing by Purchaser that benefits the Golf Club, but such participation must be approved in advance by Seller.

15. **Community Facilities**. The Seller and/or the Master Association owns or has an obligation to maintain the gate house, primary roads and certain common areas and water management areas within Hunters Ridge. The roads, common areas and certain water management facilities are available for use by the Purchaser after closing on the Property, in accordance with and subject to the Master Declaration and Neighborhood Covenants. There are other facilities or recreational facilities which are available for use by Purchasers upon payment of additional membership fees, in connection with the purchase of dwelling units.

16. **Association Budgets**. As a condition of ownership of residential units on the Property, membership in the Master Association is mandatory. There are currently two classes of Membership, Social Membership and Golf Membership. Purchaser shall not resell any completed dwelling units without requiring the payment by the end purchaser of the then applicable membership fee. In addition, there are regular assessments due and payable by Members to the Master Association. Currently, the monthly assessment for the Master Association is $__ _____ per unit. ~~Social membership is included as part of the membership in the Master Association.~~ Purchaser shall have the right to establish an additional Neighborhood Association and implement additional Neighborhood Covenants, provided the same shall be subject to Seller's review and approval. AH 9/3/03

17. **Design Review Process**.

(a) Purchaser acknowledges that construction of any improvements on the Property must be done in accordance with the Master Declaration and Neighborhood Covenants and must be approved by the Architectural Review Board of the Master Association. Seller has created a quality community within Hunters Ridge and that Seller will maintain high standards for aesthetic values when considering any plans, specifications or applications, whether or not defined herein, submitted by Purchaser for approval. Further, once construction is commenced, work must progress in a diligent manner until completed.

(b) Purchaser shall not procure a Lee County building permit for construction of improvements on a Lot, a Villa Lot or a Condominium Building Site until the Architectural Review Board has reviewed and approved the Construction Plans and Specifications for such improvements.

(c) Purchaser understands that the approval of any plans (regardless of type and whether deemed hereunder) is to assure satisfaction of Seller's aesthetic design purposes and compliance with the Master Declaration and Neighborhood Covenants. Further, the approval by the Architectural

Review Board does not address or constitute a guarantee of the engineering or technical merits of the plans, nor does it certify compliance with applicable building codes, fire safety requirements or other governmental regulations, but is intended solely for Seller's purposes.

(d) Purchaser shall be entitled to at least one (1) seat on the Architectural Review Board of the Master Association and any Architectural Review Board of the Neighborhood Associations.

(e) Purchaser agrees to contract directly with the utility companies, including without limitation, Florida Power & Light, ~~Media One Cable~~ Comcast, and ~~United~~ Sprint Telephone for individual home site connection services and to pay directly to the utility companies any and all charges and fees, including connection charges and tap fees. DH 9/3/03

(f) Purchaser acknowledges and agrees to the following with respect to landscaping for the Project:

(1) Seller has landscape plans which among other things are used for the landscaping of streets and roads within Hunters Ridge;

(2) Purchaser shall be responsible for installation of all landscaping on the Property and from the edge of the Property to the edge of paving of abutting roads. Seller discloses that the existing Neighborhood Association is responsible for landscaping maintenance on the Lots; subject to Seller's reasonable approval, the foregoing landscaping maintenance responsibilities may be assigned by Purchaser to a separate Neighborhood Association to be formed by Purchaser.

18. **Construction Activities**.

(a) Purchaser shall be responsible for the repair and/or replacement of any existing landscaping and/or bike paths that Purchaser may damage and/or remove from the Property and/or right-of-way to the Property during construction of any improvements to the Property.

(b) Purchaser agrees that, during the construction of any improvements to the Property, Purchaser shall limit its construction traffic to the route(s) designated by Seller. Parking and storage of construction equipment and vehicles and the equipment and vehicles of construction personnel shall be in areas approved in writing by Seller. Seller agrees not to unreasonably impair Purchaser's development of the Project.

(c) Purchaser shall maintain the construction activities on Property in a reasonably attractive state, all sites shall be cleaned free of debris daily, with all construction waste deposited in appropriate containers,

particularly on weekends or holidays when active construction work is not ongoing, and, if necessary, shall provide screening and/or fencing acceptable to Seller.

(d) In the event Purchaser fails to commence construction within forty five (45) days of a lot purchase, subject to delay beyond Purchaser's reasonable control, Seller shall have the right, but not the obligation, to declare upon reasonable notice to the Purchaser, the balance of this Agreement null and void.

19. Signage.

(a) No temporary Project identification signage shall be installed or placed on the Property during the construction period by anyone without consent of the Seller, other than the Seller. Purchaser shall ensure that Purchaser's subcontractors and/or agents comply with the provisions of this section. Temporary Project identification signage during construction shall be limited to one sign, and such sign shall be subject to Seller's reasonable approval and all relevant Lee County sign ordinances, all as set forth in the attached signage policy. Signage shall contain only that information as approved by Seller in writing prior to being installed. Seller reserves the right to install permanent neighborhood signage, and/or entry statements to the different neighborhoods.

(b) In addition to any other right of enforcement, Seller through its designated employees and agents shall have the absolute right, (without any other process or procedure) to peaceably enter upon the Property, following ten (10) days notice to Purchaser, and remove any and all non-conforming signage.

(c) Purchaser acknowledges that Seller is the developer of Hunters Ridge and agrees not to use the words Hunters Ridge in any document, Agreement, or literature without the prior express written consent of the Seller. Purchaser further agrees that Seller has the right to review and approve all promotional material for the Purchaser's development prior to the distribution and use by Purchaser and no such material or advertisement shall be distributed or made without the prior written approval by Seller.

20. General Covenants, Neighborhood Covenants, Neighbor Covenants and Associations.

(a) The Property will be conveyed by Seller subject to the Master Declaration and the existing Neighborhood Covenants. Any additional Neighborhood Covenants shall be subject to Purchaser's approval and shall be recorded prior to the Deed to Purchaser. Seller shall deliver a copy of any proposed additional Neighborhood Covenants in substantially final form to

Purchaser for its review and approval not later than ten (10) days prior to the Closing date. Seller represents to Purchaser that a true, correct and complete copy of the Master Declaration and any amendments has been previously delivered to Purchaser.

(b) If Purchaser desires to submit any portion of the Property to a separate Neighborhood Association, Purchaser shall, prior to recordation of any Neighborhood Association documents, submit all documents relating thereto to Seller for its written approval. Purchaser shall not record protective covenants or restrictions or submit the Property to a Neighborhood Association unless and until Seller has given its written approval of the documents. Purchaser agrees that any covenants and restrictions imposed on the Property by Purchaser shall not be in conflict with or be intended to supersede the Master Declaration and/or any existing Neighborhood Covenants.

(c) Seller shall not adopt or consent to any further amendments to the Master Declaration or to any Neighborhood Covenants without the prior written consent of Purchaser.

21. Special Provisions.

(a) **Property Purchase Only – No rights in the Country Club:** The purchase of the Property does not include membership in Hunters Ridge Golf & Country Club (the "Country Club") or any right to use the Country Club Facility. The Country Club is a separate entity from Seller and from any homeowner-type associations within Hunters Ridge. Membership in the Country Club is by separate application and approval of such application by the Country Club in accordance with applicable club documents, together with payment of all applicable application and membership fees as the same may from time to time be adjusted. Seller agrees to make resident equity golf memberships available for purchase by end-users closing on the purchase of completed duplex units available for purchase hereunder.

(b) **Disclosure to End-Users:** Purchaser agrees to include the disclosure set forth above in all sales contracts to end-users and further represents and warrants that it shall not make any statements or representations regarding the availability of Country Club Memberships or use of Country Club Facilities unless the written approval of Seller has first been obtained.

(c) **Unit Sizes:** The parties agree that the Villas to be constructed will have a minimum gross area of not less than 1,300 square feet of air conditioned space. This provision shall survive the closing hereunder and shall be construed as a covenant running with the land. This provision may only be amended with the express written consent of the Seller.

(d) **Promotional Use of Golfing Facilities:** Seller agrees to allow the limited use of the Golf Course for marketing purposes, at a reduced fee to be mutually agreed upon.

22. **Representations and Warranties.**

(a) Seller hereby represents and warrants to Purchaser, that the following statements are true and correct:

(1) Seller is a limited liability company, duly authorized and validly existing under the laws of the State of Florida, with full power and authority to enter into this Agreement and to perform its obligations hereunder without the necessity of obtaining the joinder or consent of any third parties.

(2) The execution of this Agreement and the fulfillment of Seller's obligations hereunder shall not constitute or result in a breach of any term or provision of any existing mortgage, lease or other agreement affecting the Property or by which Seller may be bound;

(3) There are no lawsuits presently pending nor have any lawsuits been threatened concerning the Property, or any portion thereof, including Seller's performance of any of its obligations relating to the Property, or Seller's title or right to convey the Property or any portion thereof hereunder, nor has Seller any knowledge of any claims or liens existing or threatened against the Property or any portion thereof;

(4) Seller shall is in sole and undisputed possession of the Property and no other person or entity is entitled to possession of all or any portion of the Property;

(5) There are no leases, contracts, agreements, understandings or other obligations existing with respect to the Property, or any portion thereof, and no person, firm, corporation, or other entity has any right or option to acquire the Property, or any portion thereof;

(6) All Lots, Villa Lots and Condominium Building Sites have been platted and all subdivision improvements required by Lee County, Florida have been completed such that there is no impediment to Purchaser's ability to obtain a building permit for the construction of a Residence on each Lot, Villa Lot and Condominium Building. Without limitation of the foregoing, all utilities are available to each Lot, Villa Lot and Condominium Building Site, and have been accepted by the applicable utility company.

(7) All impact fees have been paid in full, with the exception of any standard impact fees payable upon the issuance of an individual building permit for the construction of a Residence upon each Lot, Villa Lot or Condominium Building Site.

(8) All hook-up or utility connection fees have been paid in full, except that Purchaser shall be responsible for payment of: (i) a sewer connection fee in the amount of $1,900 for each Residence to be paid to Hunter's Ridge Utility Company at the closing with Purchaser's Customer; and (ii) a water connection fee in the amount of $1,800 for each Residence to be paid to Bonita Springs Utility Company.

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(9) Seller knows of no conditions of the Property that would impede or interfere with Purchaser's intended construction upon the Property.

(10) All improvements on the Property have been constructed in accordance with all applicable Governmental Requirements;

(11) Seller knows of no subsurface condition that would affect or impair Purchaser's ability to construct a Residence upon each Lot, Villa Lot or Condominium Building Site.

(12) Seller has received no notice (either official or unofficial, written or verbal) and has no actual or constructive knowledge of any of the following:

(B) Any contemplated condemnation proceedings against the Property, or any portion thereof;

(C) Any current violations of any building, zoning or other Governmental Requirements affecting the Property, or any improvements thereon;

(D) Any fact or condition that would result in the termination or reduction of the current access from the Property to existing public streets or of any proposed road widening or other road construction activity within the vicinity of the Property, or that would result in the termination or reduction of any utility service to the Property;

(E) Any pending liens, increased assessments or tax rates, or any special assessments to be made against the Property by Governmental Authority, other than the notice of proposed or actual real estate taxes for the current year;

(F) Any use, storage or disposal on or about the Property of any hazardous or toxic substance or waste, or the presence of radon, asbestos and other hazardous or toxic substances on or about the Property.

(13) Seller is neither a "foreign person" nor "foreign corporation" as those terms are defined in the United States Internal Revenue Code, as amended, and Seller shall ratify this warranty by affidavit at the time of Closing.

(b) All of Seller's representations and warranties shall be true and correct as of the Closing Date, shall survive Closing, and shall be deemed ratified by Seller's act of Closing. From and after the Effective Date of this Agreement, and until Closing, Seller shall not take any action or make any admission, which would have the effect of violating any of the representations or warranties of Seller contained in this Agreement.

23. **Indemnification.** Seller shall indemnify Purchaser and hold and save Purchaser harmless of and from any and all loss, cost, damage, injury or expense (including attorney's fees and costs) arising out of or in any way related to: (i) any breach by Seller of the representations and warranties set forth in this Agreement; and (ii) any claims for injury to or death of persons, damage to property, contract liabilities, taxes, expenses or claims of any kind, whether direct or contingent, associated with the ownership, development or control of the Project or any portion thereof, excluding only any acts or omissions of Purchaser, its employees, agents and contractors. The provisions of this Section shall survive Closing and delivery of the Deed.

24. **Eminent Domain.** If all or any portion of the Property shall be taken through the exercise of the power of eminent domain prior to the Closing, then in such event, Purchaser shall have the option either to: (a) take title at the Closing without any abatement or adjustment in the Purchase Price, in which event Seller shall assign its rights in any condemnation award to Purchaser, or Purchaser shall receive the condemnation award from Seller if it is paid prior to the Closing Date by means of a credit against the cash to close and any excess shall be paid in cash to Purchaser at Closing; or (b) terminate this Agreement, in which event Purchaser shall be entitled to an immediate and unqualified refund of the Deposit, whereupon each party shall be released from any and all further obligations hereunder.

25. **Default by Purchaser.** If Purchaser fails to perform any of the covenants of this Agreement and/or fails to close as provided herein, then Seller may, as its sole and exclusive remedy, terminate this Agreement in which event Seller shall be entitled to retain the Deposit as agreed and liquidated damages in full settlement of any claims, whereupon the parties shall be relieved and released from all

further obligations under this Agreement. The parties agree that this provision for liquidated damages is a bona fide attempt by the parties to resolve the amount of the damages which would be sustained by Seller in the event of the breach of this Agreement by Purchaser, and the parties recognize that the actual amount of such damages, if any, would be speculative and extremely difficult of ascertainment.

26. **Default by Seller.** If Seller fails to perform any of the covenants of this Agreement and/or fails to close as provided herein, then Purchaser may, as its sole and exclusive remedies, either: (a) terminate this Agreement in which event, Purchaser shall be entitled to an immediate and unqualified refund of the Deposit, without thereby waiving any claim for actual damages suffered or incurred by Purchaser for expenditures made in connection with the performance of its inspections of the Property; or (b) obtain specific performance of Seller's obligations hereunder.

27. **Brokerage.** Each party represents and warrants to the other party that no real estate agent or broker is entitled to any commission or other compensation in connection with this transaction. Each party shall indemnify and hold the other party harmless from any claim for commissions or other compensation in contravention of the representations and warranties contained in this paragraph.

28. **Notices.** All notices authorized or required herein shall be in writing and shall be considered delivered when hand delivered or when sent by registered or certified mail, return receipt requested, addressed as follows:

If to Purchaser:
Parker Hunters Ridge, LLC
9400 Gladiolus Drive, Suite 250
Ft. Myers, Florida 33908
Attention: John P. Reisman

with a copy to:
Bolanos Truxton, P.A.
12800 University Drive, Suite 350
Ft. Myers, Florida 33907
Attention: Gregg S. Truxton, Esq.

If to Seller:
BBA Development Corp.
12500 Hunters Ridge Drive
Bonita Springs, Florida 34135
Attention: Don Huprich

with a copy to:
BBA Development Corp.
Marsha Lynn
12500 Hunters Ridge Dr.
Bonita Springs, FL 34135

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Each party reserves the right to give notice to the other party of a change of its address for the purposes of giving notice under this Agreement.

29. **Escrow Agent.** Escrow Agent shall be responsible for holding and disbursing the Deposit in accordance with the terms of this Agreement, and the duties and responsibilities of the Escrow Agent shall be determined solely by the express terms and provisions of this Agreement. In the event that Escrow Agent receives a written demand from either Seller or Purchaser for the disbursement of the Deposit (which demand shall include an explanation setting forth the factual basis for such party's demand for the Deposit), then Escrow Agent shall give written notice to the other party of such demand and of Escrow Agent's intention to remit the Deposit to the party making the demand, unless Escrow Agent receives a written objection from the other party within ten (10) days. If Escrow Agent does not receive a written objection from the other party within the stated date, then Escrow Agent is hereby authorized to remit the Deposit to the party making the demand for the Deposit. If, however, within ten (10) days after such notice, Escrow Agent receives either written objection from the other party or a conflicting demand for the disbursement of the Deposit, then Escrow Agent shall continue to hold the Deposit in escrow until otherwise directed by joint written instructions from Seller and Purchaser or until receipt of a final judgment of a court with appropriate jurisdiction. As an alternative thereto, Escrow Agent may tender the Deposit into a court of appropriate jurisdiction and interplead both parties hereto and thereafter be free from any further obligation to the parties or hereunder. Escrow Agent may decline to act and shall not be liable for failure to act if in doubt as to its duties and responsibilities hereunder. Escrow Agent shall have the right to consult with counsel of its own choosing in the performance of its duties and responsibilities hereunder, and shall not be liable for any action taken in good faith in reliance upon the advice of counsel. Escrow Agent may act upon any instrument or signature reasonably believed by Escrow Agent to be genuine and may assume that any person purporting to give any notice or instruction hereunder, reasonably believed by Escrow Agent to be authorized, has been duly authorized to do so. Escrow Agent is not charged with any knowledge of or any duties or responsibilities, except as set forth in this Agreement. Except for willful misconduct, the Escrow Agent shall be excused from all responsibility, including insolvency of any depository, absolutely. The parties acknowledge that the Escrow Agent is the law firm which represents Purchaser in connection with this transaction and that in the event of any dispute or litigation hereunder, it may continue to do so and to serve as Escrow Agent hereunder.

30. **Attorney's Fees.** In the event of any litigation arising under this Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees, court costs and all expenses (including without limitation, all such fees, costs and expenses incident to pre-trial, trial, appellate, bankruptcy, post-judgment and alternative dispute resolution proceedings), incurred in that suit, action or proceeding, in addition to any other relief to which such party is entitled. Attorneys' fees shall include, without limitation, paralegal fees, investigative fees, expert witness fees, administrative costs and all other charges billed by the attorney to the prevailing party.

31. **Miscellaneous.**

(a) Entire Agreement. This Agreement constitutes the entire agreement by and between parties hereto with respect to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, both written and oral, by and between the parties hereto with respect to such subject matter. No representations, warranties or agreements have been made or, if made, have been relied upon by either party, except as specifically set forth herein. This Agreement may not be amended or modified in any way except by a written instrument executed by each party hereto.

(b) Binding Effect. All terms and provisions of this Agreement shall be binding upon, inure for the benefit of and be enforceable by and against the parties hereto and their respective personal or other legal representatives, heirs, successors and assigns.

(c) Assignment. Purchaser reserves the right to assign this Agreement, in whole or in part, to a corporation, limited liability company or other entity to be owned by or under common ownership with Purchaser. Any other assignment of this Agreement shall require the prior written consent of Seller.

(d) No Waivers. The waiver by either party of the prompt and complete performance, or breach or violation, of any provision of this Agreement shall not operate as, nor be construed to be, a waiver of any subsequent breach or violation, and the waiver by either party of the exercise of any right or remedy that it may possess shall not operate as, nor be construed to be, the waiver of such right or remedy by any other party or parties or a bar to the exercise of such right or remedy by such party or parties upon the occurrence of any subsequent breach or violation.

(e) Headings. The article headings in this Agreement are for convenient reference only and shall not have the effect of modifying or amending the expressed terms and provisions of this Agreement, nor shall they be used in connection with the interpretation hereof.

(f) Pronouns; Gender. All pronouns and any variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural as the context may require.

(g) Time. Time shall be of the essence. Any reference herein to time periods of less than six (6) days shall in the computation thereof exclude Saturdays, Sundays and legal holidays, and any time period provided for

herein which shall end on a Saturday, Sunday or legal holiday shall extend to 5:00 p.m. of the next full business day.

(h) Severability. The invalidity of any provision of this Agreement shall not affect the enforceability of the remaining provisions of this Agreement or any part hereof. In the event that any provision of this Agreement shall be declared invalid by a court of competent jurisdiction, the parties agree that such provision shall be construed, to the extent possible, in a manner which would render the provision valid and enforceable or, if the provision cannot reasonably be construed in a manner which would render the provision valid and enforceable, then this Agreement shall be construed as if such provision had not been inserted.

(i) Counterparts. This Agreement may be executed in any number of counterparts and by the separate parties hereto in separate counterparts, all of which shall be deemed to be an original and one and the same instrument.

(j) Governing Law. This Agreement shall be governed by, and construed and interpreted in accordance with the laws of the State of Florida without regard to principles of conflicts or choice of laws.

(k) Jurisdiction and Venue. Each of the parties irrevocably and unconditionally: (i) agrees that any suit, action or legal proceeding arising out of or relating to this Agreement shall be brought in the courts of record of the State of Florida in Lee County; (ii) consents to the jurisdiction of each such court in any suit, action or proceeding; and (iii) waives any objection which it may have to the laying of venue of any such suit, action or proceeding in any of such courts.

(l) Trial by Jury. The parties hereby waive any right they may have under any applicable law to a trial by jury with respect to any suit or legal action which may be commenced by or against the other concerning the interpretation, construction, validity, enforcement or performance of this Agreement or any other agreement or instrument executed in connection with this Agreement.

(m) Time for Acceptance. Purchaser reserves the right to revoke this offer unless an original counterpart, executed by Seller, is delivered to Purchaser on or before 5 PM EST on September ___, 2003.

IN WITNESS WHEREOF, the parties hereto have set their hand on the day and date first above written.

Witnesses:

_____

_____

_____

_____

Purchaser:
Parker Hunters Ridge, LLC,
a Florida limited liability company

By: _____
John P. Reisman

Date: 9/2, 2003

Seller:
BBA Development Corp.

By: Donald G. Huprich, V.P.
Print name: Donald G. Huprich
Title: Vice-President
Date: 9/3, 2003

Index of Exhibits

A. Site Plan of Hunters Ridge
B. Schedule of Lots, Villa Lots and Condominium Building Sites
C. Permitted Exceptions

Exhibit "A"
Site Plan of Hunters Ridge

Exhibit "B"
Schedule of Lots, Villa Lots and Condominium Building Sites

Exhibit "C"
Permitted Exceptions

1. Matters shown on the Plat of Hunters Ridge, as recorded in Plat Book 41, Page 1 through 13, inclusive, of the Public Records of Lee County, Florida; and/or any subsequent replat thereof;

2. The Master Declaration and any amendments thereto;

3. The Neighborhood Covenants and any amendments thereto;

4. The Purchase Money Mortgage to be executed by Purchaser in favor of Seller;

5. Reservation of oil, gas and mineral rights by prior owners.

Amendment to Purchase Agreement
(Hunters Ridge, Lee County, Florida)

This Amendment to Purchase Agreement is made and entered into this 27th day of September, 2004, by and between **BBA Development Corp.**, a Florida corporation ("Seller"), and **Parker Hunters Ridge, LLC**, a Florida limited liability company ("Purchaser").

Preliminary Statement

Seller and Purchaser entered into a Purchase Agreement dated September 3, 2003 (referred to herein as the "Purchase Agreement"), pursuant to which Seller has agreed to sell, and Purchaser has agreed to purchase, certain residential lots, villa lots and condominium building sites within Hunters Ridge, in Lee County, Florida, as more specifically set forth therein.

The parties desire to amend the Purchase Agreement and have agreed as follows:

1. Preliminary Statement. The Preliminary Statement is true and correct and, by this reference, is incorporated into and made a part of this Amendment. Unless otherwise defined herein, all capitalized terms shall have the meanings ascribed to them in the Purchase Agreement.

2. Purchase and Sale. Section 2(c) of the Purchase Agreement is hereby amended and restated to read as follows:

   Ten (10) Condominium Building Sites, which will accommodate a total of forty (40) Condominium Units, in Tract C; and three (3) Condominium Building Sites, which will accommodate a total of twenty-four (24) Condominium Units, in Tract D, together with all roads, parking areas, recreational facilities, and other common areas within the boundaries of Tracts C and D, as shown on Exhibit "A" attached hereto.

3. Purchase Price.

   (a) Section 3(b) of the Purchase Agreement is hereby amended and restated to read as follows:

   For the Condominium Building Sites in Tracts C and D, an amount equal to Twenty-Six Thousand Five Hundred Eighty-Five and 94/100 ($26,585.94) Dollars per Condominium Unit to be constructed thereon.

(b) Section 3(d) of the Purchase Agreement is hereby amended and restated to read as follows:

For the Condominium Building Sites in Tract G, an amount equal to Nineteen Thousand and No/100 ($19,000.00) Dollars per Condominium Unit to be constructed thereon.

4. Payment of Purchase Price. The following provision is hereby added to the Purchase Agreement as Section 4(d):

Seller, as holder of a Purchase Money Mortgage from Purchaser on Tracts C and D, shall consent to the submission of Tracts C and D to condominium ownership by Purchaser and shall join in and consent to the execution by Purchaser of the appropriate Declarations of Condominium and other necessary documents to create a condominium on each Tract.

5. Ratification. All other terms and provisions of the Purchase Agreement are hereby ratified and confirmed and shall remain in full force and effect, except to the extent amended hereby. In the event of any inconsistency between the terms of this Amendment and the terms of the Purchase Agreement, the terms of this Amendment shall control.

Signed, sealed and delivered
in the presence of:

Martha Ryan

Brenda Hamilton

SELLER:
BBA Development Corporation, a Florida corporation

By: Donald G. Huprich, V.P.
Print Name: Donald G. Huprich
Title: Vice President

Dated: September 27, 2004

Elaine C. Sparling

Carol L. Wirebaugh

BUYER:
Parker Hunters Ridge, LLC, a Florida limited liability company

By: _____
Print Name: DAVID KNIGHT
Title: VICE PRESIDENT

Dated: 9/20, 2004

PHEASANT HOLLOW AT HUNTERS RIDGE,
A CONDOMINIUM
RECEIPT FOR CONDOMINIUM DOCUMENTS

The undersigned acknowledges that the documents checked below have been received or, as to plans and specifications, made available for inspection.

Name of Condominium: Pheasant Hollow at Hunters Ridge, a Condominium

Address of Condominium: 9001 Daniels Parkway, Suite 200
Ft. Myers, Florida 33912

Place a check in the column by each document received or, for the plans and specifications, made available for inspection. If an item does not apply, place "N/A" in the column.

DOCUMENT	RECEIVED
Prospectus Text	
Declaration of Condominium	
Articles of Incorporation	
By-Laws	
Estimated Operating Budget	
Form of Agreement for Sale or Lease	
Rules and Regulations	
Covenants and Restrictions	
Ground Lease	N/A
Management and Maintenance Contracts for More Than One Year	
Renewal Management Contracts	
Lease of Recreational and Other Facilities to Be Used Exclusively by Unit Owners of Subject Condominiums [See §718.503(1)(b)7, *Florida Statutes* and §718.504, *Florida Statutes*]	N/A
Form of Unit Lease, If a Leasehold	N/A
Declaration of Servitude	N/A
Sales Brochures	
Phase Development Description [See §718.503(1)(b)11, *Florida Statutes* and §718.504, *Florida Statutes*]	N/A

DOCUMENT	RECEIVED
Lease of Recreational and Other Facilities to Be Used by Unit Owners with Other Condos (Share Use Agreement) [See §718.503(1)(b)11, *Florida Statutes* and §718.504, *Florida Statutes*]	N/A
Description of Management for Single Management of Multiple Condominiums [See §718.503 (1)(b)5, *Florida Statutes* and §718.504 *Florida Statutes*]	N/A
Conversion Inspection Report	N/A
Conversion Termite Inspection Report	N/A
Plot Plan	
Floor Plan	
Survey of Land and Graphic Description of Improvements	
Executed Escrow Agreement	
Plans and Specifications	MADE AVAILABLE
Alternative Media Disclosure Statement [See Rule 61B-17.011, F.A.C.]	N/A
Frequently Asked Questions and Answer sheet	

THE PURCHASE AGREEMENT IS VOIDABLE BY BUYER BY DELIVERING WRITTEN NOTICE OF THE BUYER'S INTENTION TO CANCEL WITHIN FIFTEEN (15) DAYS AFTER THE DATE OF EXECUTION OF THE PURCHASE AGREEMENT BY THE BUYER AND RECEIPT BY THE BUYER OF ALL OF THE DOCUMENTS REQUIRED TO BE DELIVERED TO HIM BY THE DEVELOPER. THE AGREEMENT IS ALSO VOIDABLE BY THE BUYER BY DELIVERING WRITTEN NOTICE OF THE BUYER'S INTENTION TO CANCEL WITHIN FIFTEEN (15) DAYS AFTER THE DATE OF RECEIPT FROM THE DEVELOPER OF ANY AMENDMENT WHICH MATERIALLY ALTERS OR MODIFIES THE OFFERING IN A MANNER THAT IS ADVERSE TO THE BUYER. ANY PURPORTED WAIVER OF THESE VOIDABILITY RIGHTS SHALL BE OF NO EFFECT. BUYER MAY EXTEND THE TIME FOR CLOSING FOR A PERIOD OF NOT MORE THAN FIFTEEN (15) DAYS AFTER THE BUYER HAS RECEIVED ALL OF THE DOCUMENTS REQUIRED. BUYER'S RIGHT TO VOID THE PURCHASE AGREEMENT SHALL TERMINATE AT CLOSING.

Executed this _____ day of _____, 200____.

_____
Purchaser

_____
Purchaser

MANAGEMENT CONTRACT

THIS AGREEMENT, made and entered on July 20, 2004 and between Parker Hunters Ridge, LLC 9001 Daniels Parkway, Suite 200, Fort Myers, FL 33912 (Developer) and BBA Development Corp., 12500 Hunters Ridge Drive, Bonita Springs, FL 34135, a Florida corporation (the Manager).

WITNESSETH

WHEREAS, Developer is building certain real property submitted to condominium ownership, in accordance with the Condominium Act of the State of Florida, to be known as Pheasant Hollow at Hunters Ridge, a Condominium, (the "Condominium Property"); and

WHEREAS, under the provision of the Bylaws of the Pheasant Hollow Condominium Association, Inc., and the Declaration of Condominium with regard to such property, and the membership of the Association consists of all of the unit owners of the property; and

WHEREAS, the Association has been formed to act on behalf of its members collectively as their governing body; and

WHEREAS, Developer desires to employ the Manager and the Manager desires to become employed by the Developer to manage the Condominium Property upon the terms hereinafter set forth;

NOW THEREFORE, in consideration of the covenants herein contained it is agreed as follows:

1. MANAGER. The Developer hereby hires the Manager as manager to manage and operate the Condominium Property upon the terms hereinafter set forth.

2. TERM. The initial term of this Agreement shall be for a period commencing on the date of certificate of occupancy of the first condominium building and continue until the Developer shall transfer control of the Association to the members other than the Developer, subject to termination without cause by either party at any time upon the written notice delivered at least thirty (30) days prior to the effective date of the termination, and to termination for good cause, such as willful neglect of refusal to perform, by either party at any time upon written notice twenty-four (24) hours prior to the effective time of termination.

3. FEES & EXPENSES. The Developer shall pay to the Manager each month in advance, as compensation for managers services, a Management fee in the amount of $1.00 per completed unit per month, plus all applicable taxes. All acts performed by the Manager pursuant to the provisions of the Agreement shall be performed as Manager on behalf of the Developer and all obligations or expenses shall be on behalf of and at the expense of the Developer. The manager shall not be obligated to make any advance to or for the account of the Association, or to pay any sum except out of funds of the Association held or provided as

aforesaid, nor shall the Manager be obligated to incur any liability or obligation on behalf of the Association unless the necessary funds for the discharge of the same is provided.

4. SERVICES. Acting in the name and behalf of the Developer, the Manager shall render services and perform duties as follows:

a. Accounts Receivable.

(1) Service. Collect all monthly assessments and other charges due to Association from its members, and other accounts receivable. The Developer hereby authorizes the Manager to request, demand, collect, and receive any and all assessments and charges which may at any time be or become due to the Association and take such action as directed by the Board of Directors of the Association (the "board of Directors") as authorized under the Declaration of Condominium. The Manager shall furnish to the Board of Directors between the tenth (10th) and twentieth (20th) day of each month for the preceding month an itemized list of all delinquent accounts and a monthly statement of receipts and expenditures.

(2) Time. These services shall be rendered monthly on a time-required basis.

b. Maintenance and Repairs.

(1) Services. Enter into such agreements as are necessary to cause the condominium buildings, appurtenance and other common elements of the property which the Association is responsible to maintain, to be maintained according to standards acceptable to the Board of Directors, including cleaning, landscaping, pest control, and such maintenance and repair work as may be necessary, subject to any limitation imposed by the Board of Directors and to those contained herein. The Manager shall not incur any expense for any single item of repair or replacement which is not provided for in the Budget and exceeds the sum of $500.00 unless specifically authorized by the Board of Directors, except however for such emergency repairs as may involve a danger to life or property or immediately necessary for the preservation and safety of the members and occupants, or that may be required to avoid the suspension of any necessary service to the property. Except for such emergency repairs, the Manager may not incur any expense not provided for in the Association budget or by prior special assessment unless approved or authorized by the Board of Directors.

(2) Time. These services will be rendered monthly on a time-required basis.

c. Utilities and Similar Services.

(1) Services. Enter into agreements on behalf of the Association as authorized by the Board of Directors for water, electricity, sewerage, telephone, drainage, rubbish removal, fire safety protection, and other utility services as may be necessary or as the Board of Directors may determine advisable. The Manager shall also purchase on behalf of the Association such materials and supplies as are necessary for the proper maintenance of the property as provided for by the budget, or such greater amount as may be approved by the Board of Directors. All such purchases and contracts shall be in the same name of the Association.

(2) Time. These services will be rendered monthly on a time-required basis.

d. Accounts Payable.

(1) Services. From the funds of the Association, where applicable, cause to be paid regularly and punctually: all taxes required to be paid by the Association; such sums which become due and payable for expenses or other obligations incurred by the Manager on the behalf of the Association; and such other amounts or charges as may be authorized by the Board of Directors.

(2) Time. These services will be rendered monthly on a time-required basis.

e. Governmental Reports.

(1) Services. Prepare, assemble and deliver to the Association's bookkeeper the information required for execution and filing by the Association of all forms, reports and returns required by law in connection with annual corporate reporting requirements, federal and state income tax, unemployment insurance, workmen's compensation insurance, disability benefits, social security withholding taxes and other similar taxes now in effect or hereafter imposed; and such other requirements as may relate to the Association, the operation of the property and the employment of personnel.

(2) Time. These services will be rendered monthly on a time-required basis.

f. Records.

(1) Services. Maintain a system of office records, books and accounts in accordance with acceptable accounting principles and practices. Such records will be subject to examination when requested by the Board of Directors and any members of the Association during normal business hours.

(2) Time. These services will be rendered continuously on a time-required basis.

g. Personnel.

(1) Services. By and with the approval of the Board of Directors, investigate, hire, supervise and discharge the personnel necessary in order to properly maintain and operate the property in accordance with a work schedule, jointly approved by the Board of Directors and the Manger. Such personnel shall in every instance be deemed employees of the Manager, but all expenses directly associated with and accountable to the Condominium shall be considered an operating expense of the Association and reimbursable to the Manager.

(2) Time. These services will be rendered monthly on a timely required basis.

h. Compliance.

(1) Services. The Manager shall endeavor to secure full compliance by the members of other occupants with the Declaration of Condominium, Articles of Incorporation

and Bylaws of the Association and such rules and regulations as may be established by the Association, and on behalf of the Board of Directors shall employ the services of an attorney, at the discretion of and with the approval of the Board, to assist in securing compliance of same, when needed.

(2) Time. These services will be rendered monthly on a time-required basis.

i. Miscellaneous.

(1) Services. In addition to the foregoing responsibilities, the Manager shall: Serve as the Association's representative in obtaining satisfactory corrective work and repairs with respect to property which the Association is responsible to maintain; maintain bank accounts as directed by the Board of Directors in and with banking institutions acceptable to the Board of Directors and maintain such bank accounts in accordance with accepted accounting practices; attend, upon request, meetings of the Board of Directors and Members; assist the Board of Directors in preparing annually a proposed budget; undertake regular inspection of all facilities and grounds for which the Association is responsible for maintenance; and provide twenty four (24) hour emergency service, and provide a local phone number.

(2) Time. These services will be rendered monthly on a time-required basis.

5. PERSONNEL. The minimum number of personnel to be employed by the Manager to provide these services to the Association is one (1) part time manager and one (1) part time clerk.

6. COMPETITIVE BIDS. When required by the Condominium Act, the Bylaws of the Association, or the Board of Directors, the Manager will secure competitive bids for goods and services procured for the Association.

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

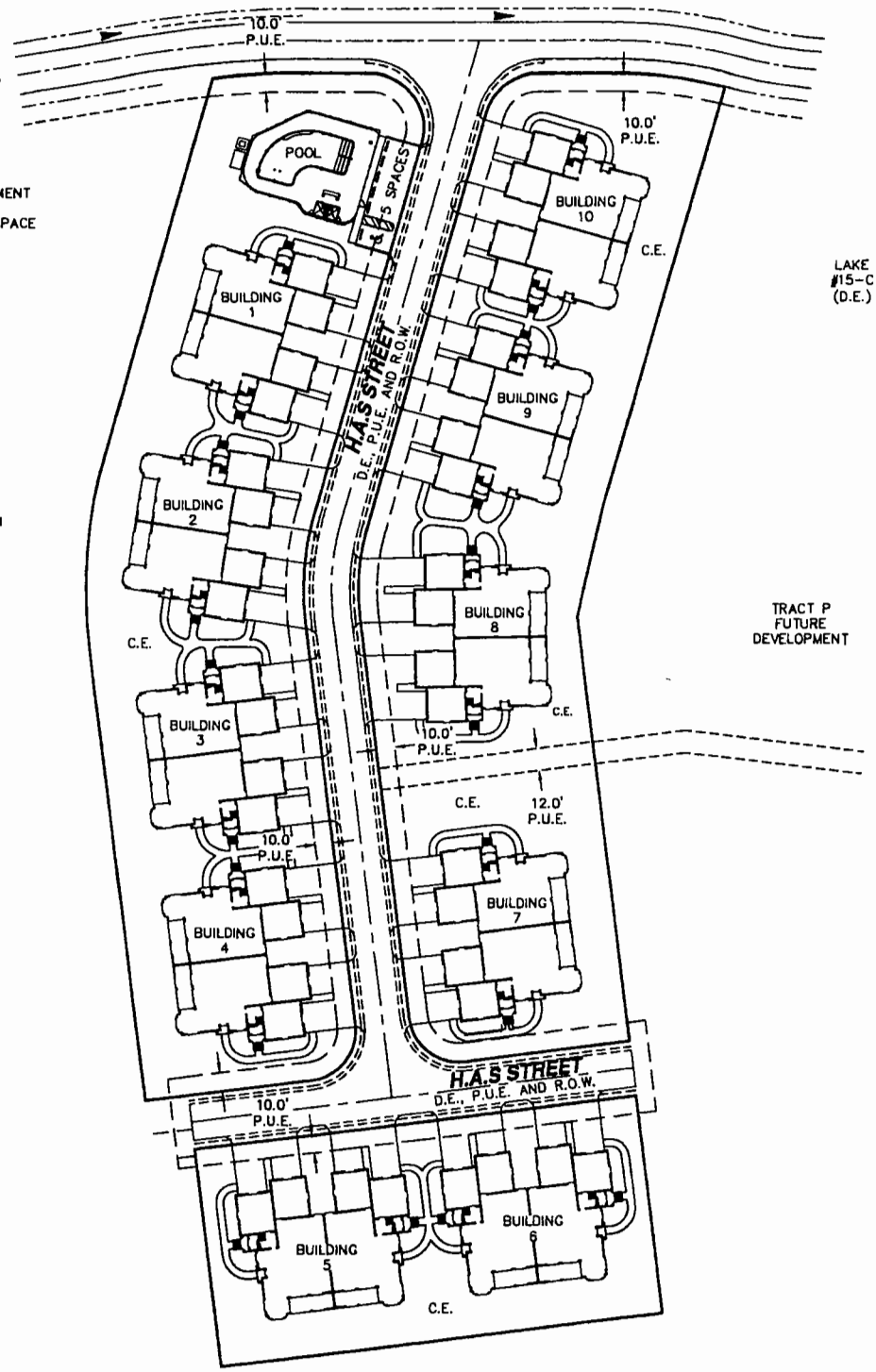
PARKER HUNTERS RIDGE, LLC

BY:_____
David Knizner
Vice President

BBA DEVELOPMENT CORP.,
a Florida Corporation

BY:_____
Donald Huprich
Vice President

PHEASANT HOLLOW, A CONDOMINIUM



NOTES:

1.) ALL IMPROVEMENTS SHOWN HEREON ARE PROPOSED AS OF THE DATE OF THIS DRAWING.
2.) PROPOSED IMPROVEMENTS ARE SUBJECT TO NORMAL CONSTRUCTION TOLERANCES.
3.) DRIVEWAYS ARE LIMITED COMMON ELEMENT.
4.) PROPOSED BUILDING HEIGHT IS 29.6'.
5.) PROPOSED CABANA HEIGHT IS 11.0'.

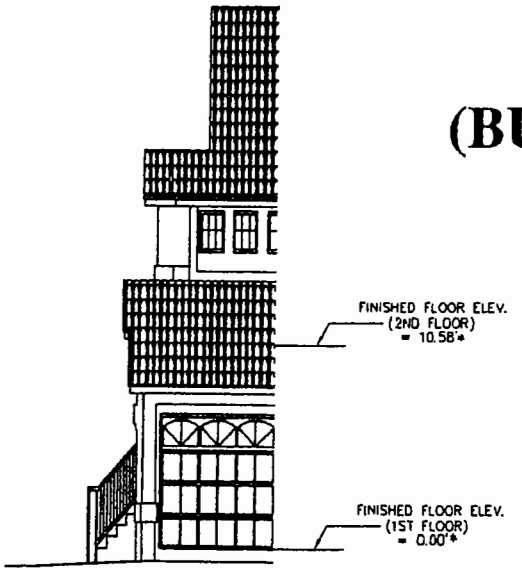
THIS INSTRUMENT PREPARED BY:
BRETT A. BISHOP, L.S.#4760
BBLS SURVEYORS & MAPPERS INC.
1502-A RAIL HEAD BLVD.
NAPLES, FLORIDA 34110 (239) 597-1315

08/31/04
REVISED 03/15/05

PLOT PLAN

Z:\PROJECTS\2004\0476 HUNTERS RIDGE\dwg\CONDO DOCS\PP TRACT C.dwg 12/27/2004 07:46:15 AM EST

PHEASANT HILLOW, A CONDOMINIUM (BUILDING 1 THROUGH 10 TYPICAL)



DETAIL

NOT TO SCALE

0 15 30

SCALE IN FEET

THIS EXHIBIT MAY HAVE BEEN REDUCED OR ENLARGED

LEGEND:

L.S. = LICENSED SURVEYOR
L.B. = LICENSED BUSINESS
ELEV. = ELEVATION
N.G.V.D. = NATIONAL GEODETIC VERTICAL DATUM

ELEVATIONS SHOWN HEREON ARE NATIONAL GEODETIC VERTICAL DATUM OF 1929

NOTES:

ARCHITECTURAL DESIGN PROVIDED BY: FUGLEBERG KOCH ARCHITECTS

DIMENSIONS MAY BE DETERMINED USING THE BAR SCALE.

* DIMENSION PROVIDED BY ARCHITECTURAL PLANS.

DROP CEILINGS & CATHEDRAL CEILINGS HAVE NOT BEEN SHOWN. REFER TO DECLARATION OF CONDOMINIUM FOR A DESCRIPTION OF VERTICAL UNIT BOUNDARIES.

ALL IMPROVEMENTS ARE PROPOSED AS OF THE DATE OF THIS DRAWING, UNLESS OTHERWISE SHOWN.

PROPOSED IMPROVEMENTS ARE SUBJECT TO NORMAL CONSTRUCTION TOLERANCES.

FRONT ELEVATION

THIS INSTRUMENT PREPARED BY:
BRETT A. BISHOP L.S.#4760, L.B. #6753
BBLS SURVEYORS & MAPPERS INC.
1502-A RAIL HEAD BLVD.
NAPLES, FLORIDA 34110 (239) 597-1315

09/02 04

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PHEASANT HOLLOW, A CONDOMINIUM
(BUILDINGS 1 THROUGH 10 TYPICAL)
UNIT IDENTIFICATION PLAN
FIRST & SECOND FLOOR & GARAGE

N

0' 5' 10' 15' 20'

SCALE 1" = 20'

THIS EXHIBIT MAY HAVE BEEN REDUCED

LEGEND

L.S. LICENSED SURVEYOR
BLDG. BUILDING

BLDG. 1 UNIT "101" DOWN STAIRS
BLDG. 1 UNIT "103" UP STAIRS
BLDG. 2 UNIT "201" DOWN STAIRS
BLDG. 2 UNIT "203" UP STAIRS
BLDG. 3 UNIT "301" DOWN STAIRS
BLDG. 3 UNIT "303" UP STAIRS
BLDG. 4 UNIT "401" DOWN STAIRS
BLDG. 4 UNIT "403" UP STAIRS
BLDG. 5 UNIT "501" DOWN STAIRS
BLDG. 5 UNIT "503" UP STAIRS
BLDG. 6 UNIT "601" DOWN STAIRS
BLDG. 6 UNIT "603" UP STAIRS
BLDG. 7 UNIT "701" DOWN STAIRS
BLDG. 7 UNIT "703" UP STAIRS
BLDG. 8 UNIT "801" DOWN STAIRS
BLDG. 8 UNIT "803" UP STAIRS
BLDG. 9 UNIT "901" DOWN STAIRS
BLDG. 9 UNIT "903" UP STAIRS
BLDG. 10 UNIT "1001" DOWN STAIRS
BLDG. 10 UNIT "1003" UP STAIRS

BLDG. 1 UNIT "102" DOWN STAIRS
BLDG. 1 UNIT "104" UP STAIRS
BLDG. 2 UNIT "202" DOWN STAIRS
BLDG. 2 UNIT "204" UP STAIRS
BLDG. 3 UNIT "302" DOWN STAIRS
BLDG. 3 UNIT "304" UP STAIRS
BLDG. 4 UNIT "402" DOWN STAIRS
BLDG. 4 UNIT "404" UP STAIRS
BLDG. 5 UNIT "502" DOWN STAIRS
BLDG. 5 UNIT "504" UP STAIRS
BLDG. 6 UNIT "602" DOWN STAIRS
BLDG. 6 UNIT "604" UP STAIRS
BLDG. 7 UNIT "702" DOWN STAIRS
BLDG. 7 UNIT "704" UP STAIRS
BLDG. 8 UNIT "802" DOWN STAIRS
BLDG. 8 UNIT "804" UP STAIRS
BLDG. 9 UNIT "902" DOWN STAIRS
BLDG. 9 UNIT "904" UP STAIRS
BLDG. 10 UNIT "1002" DOWN STAIRS
BLDG. 10 UNIT "1004" UP STAIRS

GARAGE-L.C.E.-UNIT 101
GARAGE-L.C.E.-UNIT 201
GARAGE-L.C.E.-UNIT 301
GARAGE-L.C.E.-UNIT 401
GARAGE-L.C.E.-UNIT 501
GARAGE-L.C.E.-UNIT 601
GARAGE-L.C.E.-UNIT 701
GARAGE-L.C.E.-UNIT 801
GARAGE-L.C.E.-UNIT 901
GARAGE-L.C.E.-UNIT 1001

GARAGE-L.C.E.-UNIT 103
GARAGE-L.C.E.-UNIT 203
GARAGE-L.C.E.-UNIT 303
GARAGE-L.C.E.-UNIT 403
GARAGE-L.C.E.-UNIT 503
GARAGE-L.C.E.-UNIT 603
GARAGE-L.C.E.-UNIT 703
GARAGE-L.C.E.-UNIT 803
GARAGE-L.C.E.-UNIT 903
GARAGE-L.C.E.-UNIT 1003

GARAGE-L.C.E.-UNIT 102
GARAGE-L.C.E.-UNIT 202
GARAGE-L.C.E.-UNIT 302
GARAGE-L.C.E.-UNIT 402
GARAGE-L.C.E.-UNIT 502
GARAGE-L.C.E.-UNIT 602
GARAGE-L.C.E.-UNIT 702
GARAGE-L.C.E.-UNIT 802
GARAGE-L.C.E.-UNIT 902
GARAGE-L.C.E.-UNIT 1002

GARAGE-L.C.E.-UNIT 104
GARAGE-L.C.E.-UNIT 204
GARAGE-L.C.E.-UNIT 304
GARAGE-L.C.E.-UNIT 404
GARAGE-L.C.E.-UNIT 504
GARAGE-L.C.E.-UNIT 604
GARAGE-L.C.E.-UNIT 704
GARAGE-L.C.E.-UNIT 804
GARAGE-L.C.E.-UNIT 904
GARAGE-L.C.E.-UNIT 1004

NOTES:

REFER TO THE PLOT PLAN FORBUILDING LOCATION.

ALL IMPROVEMENTS ARE PROPOSED AS OF THE DATE OF THIS DRAWING

THIS INSTRUMENT PREPARED BY:
BBLS SURVEYORS & MAPPERS INC.
1502-A RAIL HEAD BLVD.
NAPLES, FLORIDA 34110 (239) 597-1315
09/01/04

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PHEASANT HOLLOW,
A CONDOMINIUM
(BUILDINGS 1 THROUGH 10 TYPICAL)

N

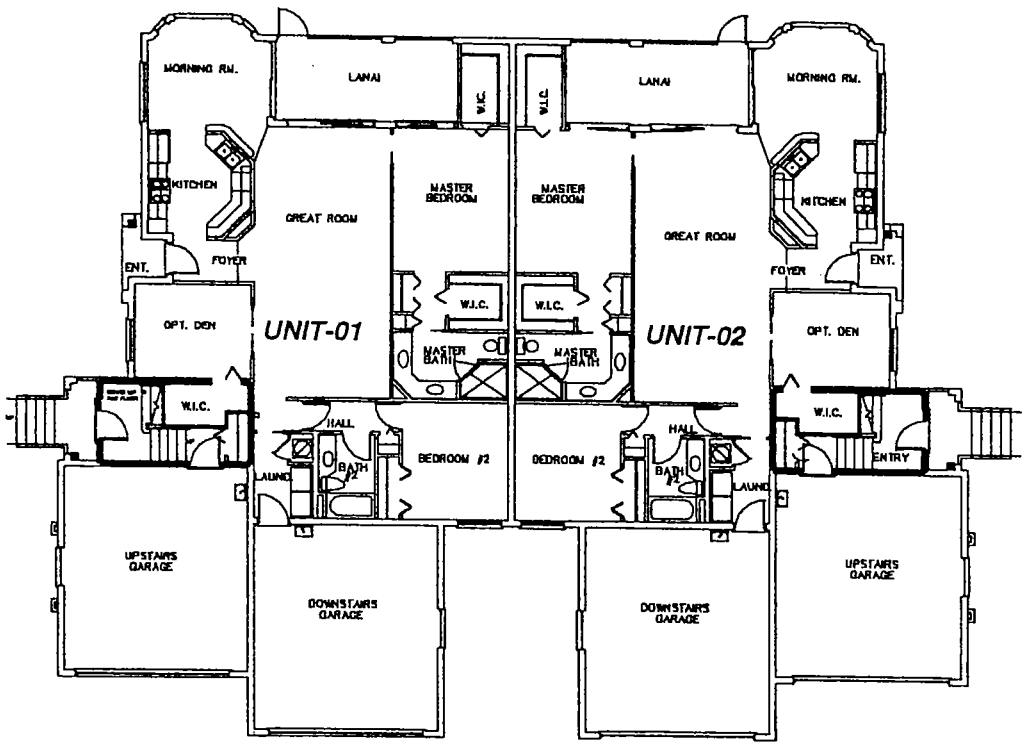
0' 5' 10' 15' 20'

SCALE 1" = 20'

THIS EXHIBIT MAY HAVE BEEN REDUCED

LEGEND

L.S.	LICENSED SURVEYOR
ENT.	ENTRY
RM.	ROOM
OPT.	OPTIONAL
W.I.C.	WALK IN CLOSET
	STAIRS



FIRST FLOOR PLAN

NOTES:

DRIVEWAYS, AIR CONDITIONING AND HEATING EQUIPMENT, ENTRY PORCHES AND SERVING ONE OR MORE PARTICULAR UNITS ARE LIMITED COMMON ELEMENTS.

REFER TO THE PLOT PLAN FOR ADDITIONAL PROPOSED IMPROVEMENTS.

ARCHITECTURAL DESIGN PROVIDED BY: FUGLEBERG KOCH ARCHITECTS

ALL IMPROVEMENTS ARE PROPOSED AS OF THE DATE OF THIS DRAWING

PROPOSED IMPROVEMENTS ARE SUBJECT TO NORMAL CONSTRUCTION TOLERANCES

THIS INSTRUMENT PREPARED BY:
BBLS SURVEYORS & MAPPERS INC.
1502-A RAIL HEAD BLVD.
NAPLES, FLORIDA 34110 (239) 597-1315
09/01/04

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PHEASANT HOLLOW, A CONDOMINIUM (BUILDINGS 1 THROUGH 10 TYPICAL)

N

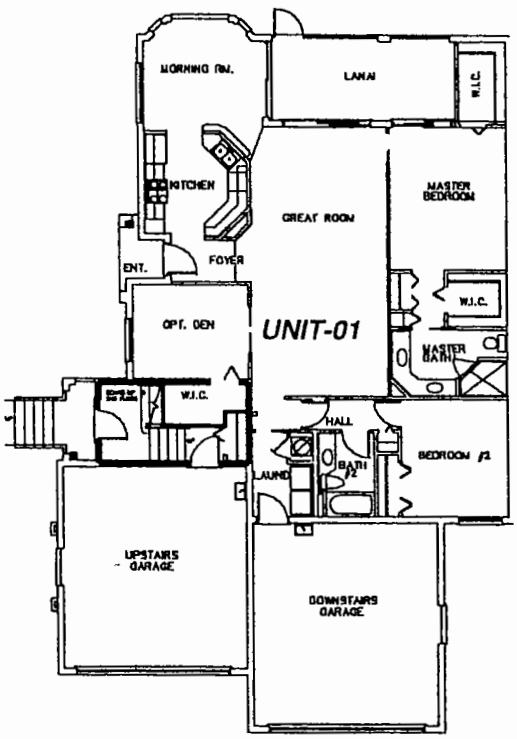
0' 5' 10' 15' 20'

SCALE 1" = 20'

THIS EXHIBIT MAY HAVE BEEN REDUCED

LEGEND

L.S. LICENSED SURVEYOR
W.I.C. WALK IN CLOSET
STAIRS



FIRST FLOOR UNIT (TYPICAL)

NOTES:

DRIVEWAYS, AIR CONDITIONING AND HEATING EQUIPMENT, ENTRY PORCHES AND SERVING ONE OR MORE PARTICULAR UNITS ARE LIMITED COMMON ELEMENTS.

REFER TO THE PLOT PLAN FOR ADDITIONAL PROPOSED IMPROVEMENTS.

ARCHITECTURAL DESIGN PROVIDED BY: FUGLEBERG KOCH ARCHITECTS

ALL IMPROVEMENTS ARE PROPOSED AS OF THE DATE OF THIS DRAWING

PROPOSED IMPROVEMENTS ARE SUBJECT TO NORMAL CONSTRUCTION TOLERANCES

THIS INSTRUMENT PREPARED BY:
BBLS SURVEYORS & MAPPERS INC.
1502-A RAIL HEAD BLVD.
NAPLES, FLORIDA 34110 (239) 597-1315
09/01/04

Z:\PROJECTS\2004\0476 HUNTERS RIDGE\dwg\CONDO DOCS\4 PLEX 1ST FLOOR UNIT.dwg 09/17/2004 12:34:22 PM EDT

HEASANT HOLLOW,
A CONDOMINIUM
(BUILDINGS 1 THROUGH 10 TYPICAL)

N

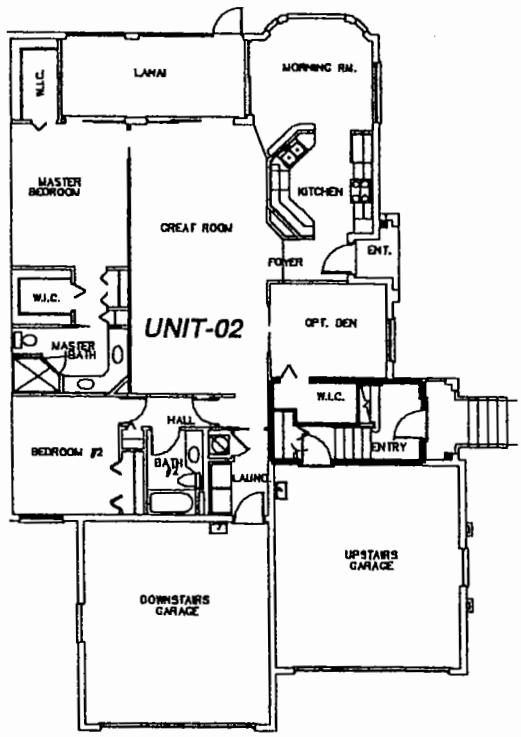
0' 5' 10' 15' 20'

SCALE 1" = 20'

THIS EXHIBIT MAY HAVE BEEN REDUCED

LEGEND

L.S.	LICENSED SURVEYOR
W.I.C.	WALK IN CLOSET
	STAIRS



FIRST FLOOR UNIT REVERSED
(TYPICAL)

NOTES:

DRIVEWAYS, AIR CONDITIONING AND HEATING EQUIPMENT, ENTRY PORCHES AND SERVING ONE OR MORE PARTICULAR UNITS ARE LIMITED COMMON ELEMENTS.

REFER TO THE PLOT PLAN FOR ADDITIONAL PROPOSED IMPROVEMENTS.

ARCHITECTURAL DESIGN PROVIDED BY: FUGLEBERG KOCH ARCHITECTS

ALL IMPROVEMENTS ARE PROPOSED AS OF THE DATE OF THIS DRAWING

PROPOSED IMPROVEMENTS ARE SUBJECT TO NORMAL CONSTRUCTION TOLERANCES

THIS INSTRUMENT PREPARED BY:
BBLS SURVEYORS & MAPPERS INC.
1502-A RAIL HEAD BLVD.
NAPLES, FLORIDA 34110 (239) 597-1315
09/01/04

Z:\PROJECTS\2004\0476 HUNTERS RIDGE\dwg\CONDO DOCS\4 PLEX 1ST FLOOR UNIT.dwg 09/17/2004 12:34:22 PM EDT

PHEASANT HOLLOW,
A CONDOMINIUM
(BUILDINGS 1 THROUGH 10 TYPICAL)

N

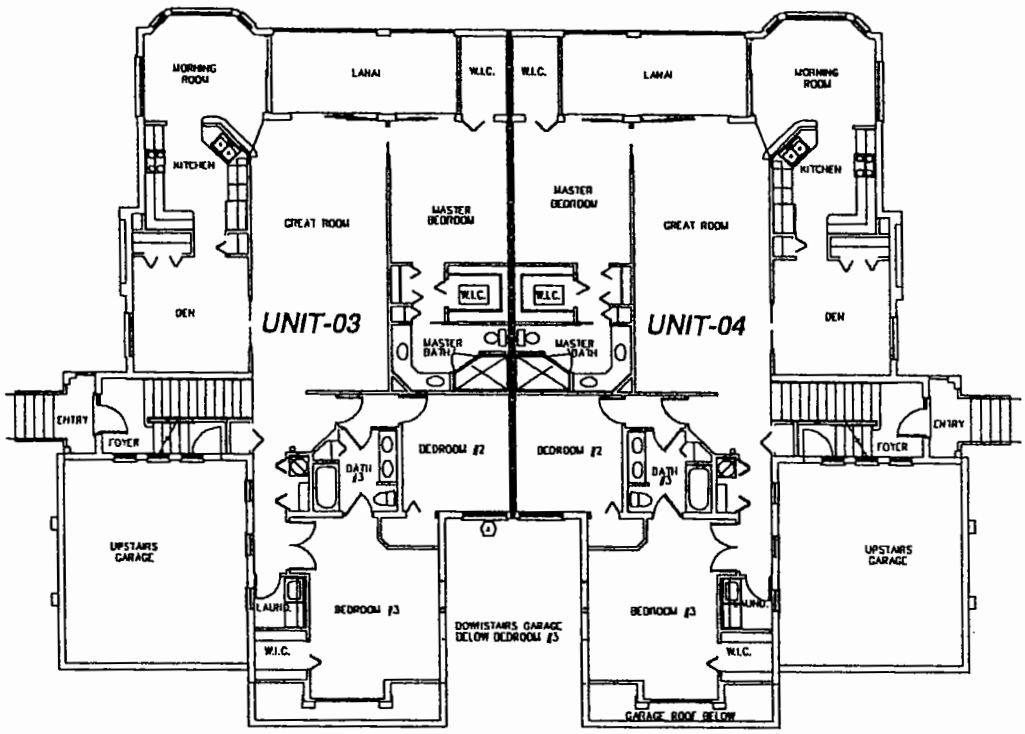
0' 5' 10' 15' 20'

SCALE 1" = 20'

THIS EXHIBIT MAY HAVE BEEN REDUCED

LEGEND

L.S.	LICENSED SURVEYOR
ENT.	ENTRY
RM.	ROOM
OPT.	OPTIONAL
W.I.C.	WALK IN CLOSET
	STAIRS



SECOND FLOOR PLAN

NOTES:

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PHEASANT HOLLOW, A CONDOMINIUM (BUILDINGS 1 THROUGH 10 TYPICAL)

N

0' 5' 10' 15' 20'

SCALE 1" = 20'

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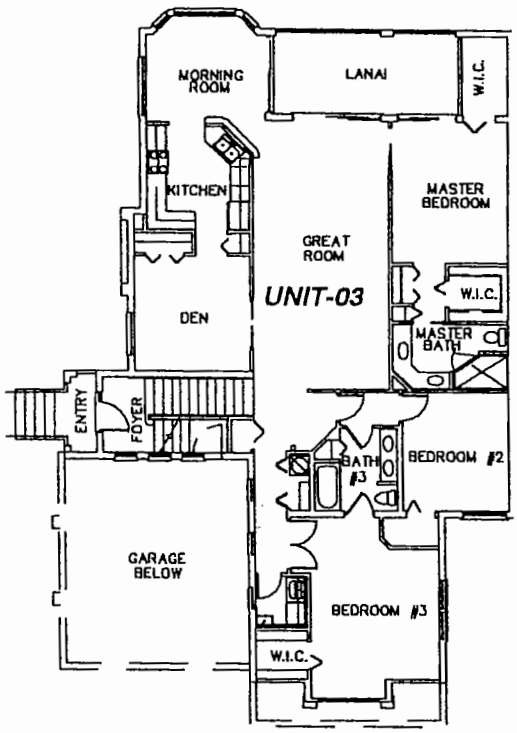
LEGEND

L.S.	LICENSED SURVEYOR
W.I.C.	WALK IN CLOSET
	STAIRS



SECOND FLOOR UNIT (TYPICAL)

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PHEASANT HOLLOW,
A CONDOMINIUM
(BUILDINGS 1 THROUGH 10 TYPICAL)

N

0' 5' 10' 15' 20'

SCALE 1" = 20'

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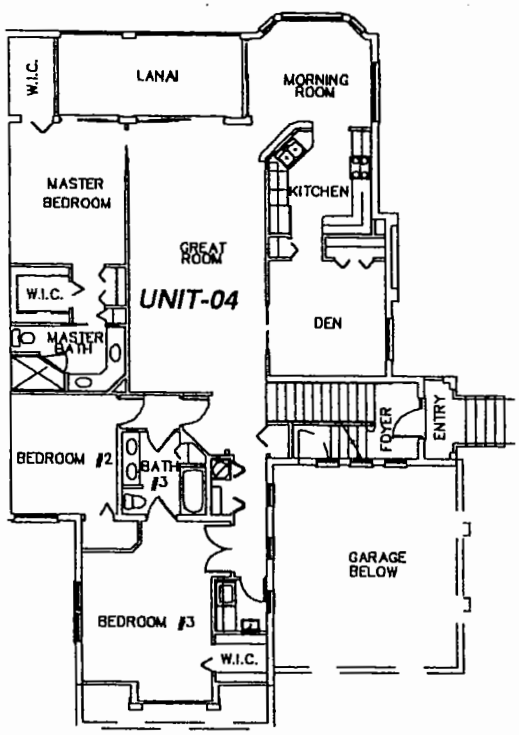
LEGEND

L.S. LICENSED SURVEYOR
W.I.C. WALK IN CLOSET
STAIRS



SECOND FLOOR UNIT REVERSED
(TYPICAL)

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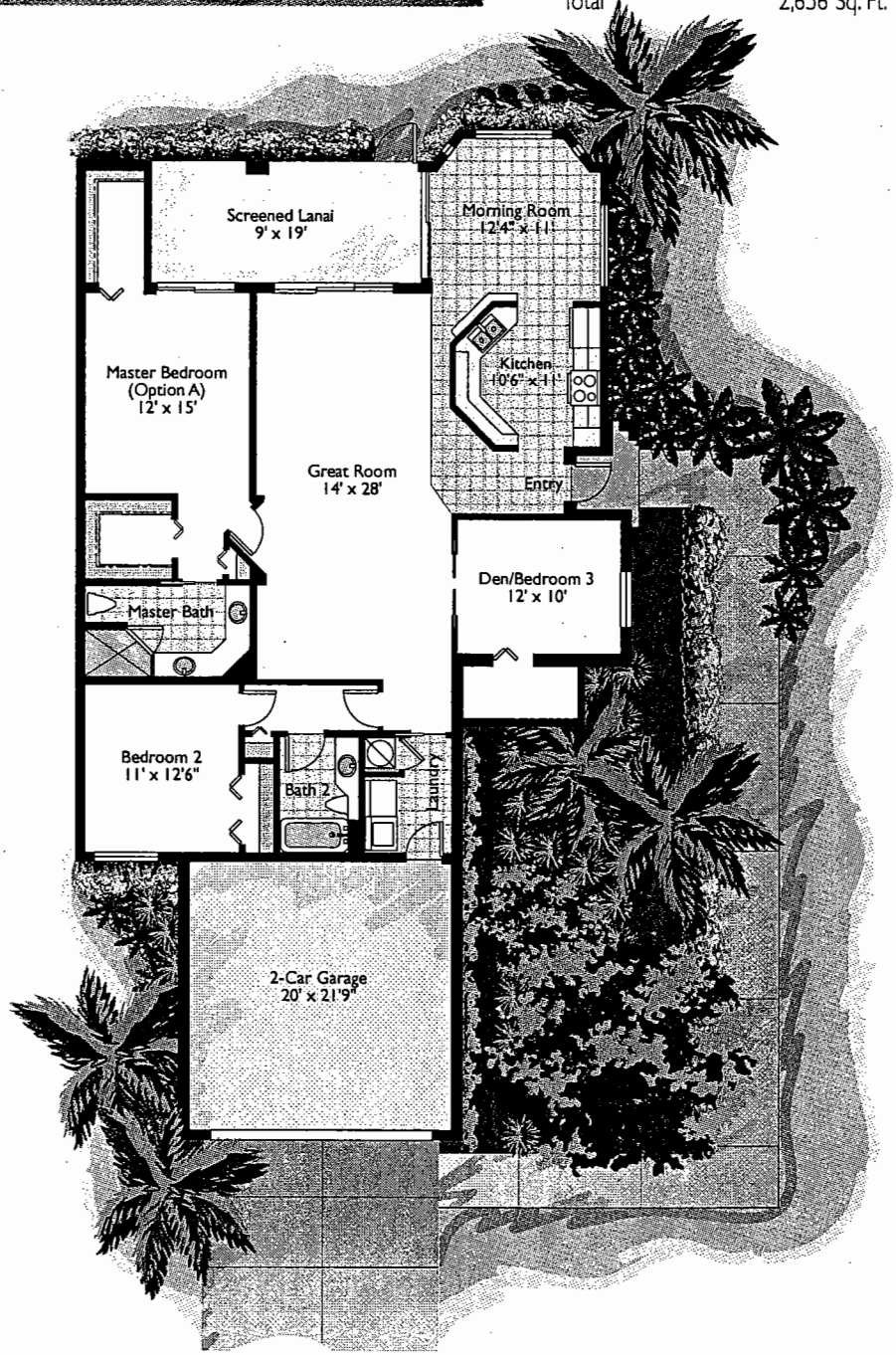
Laurel I

2 Bedroom, 2 Bath, Den or
3 Bedroom, 2 Bath
First Floor

A/C Living	1,647 Sq. Ft.
Lanai	438 Sq. Ft.
2-Car Garage	171 Sq. Ft.
Total	2,656 Sq. Ft.

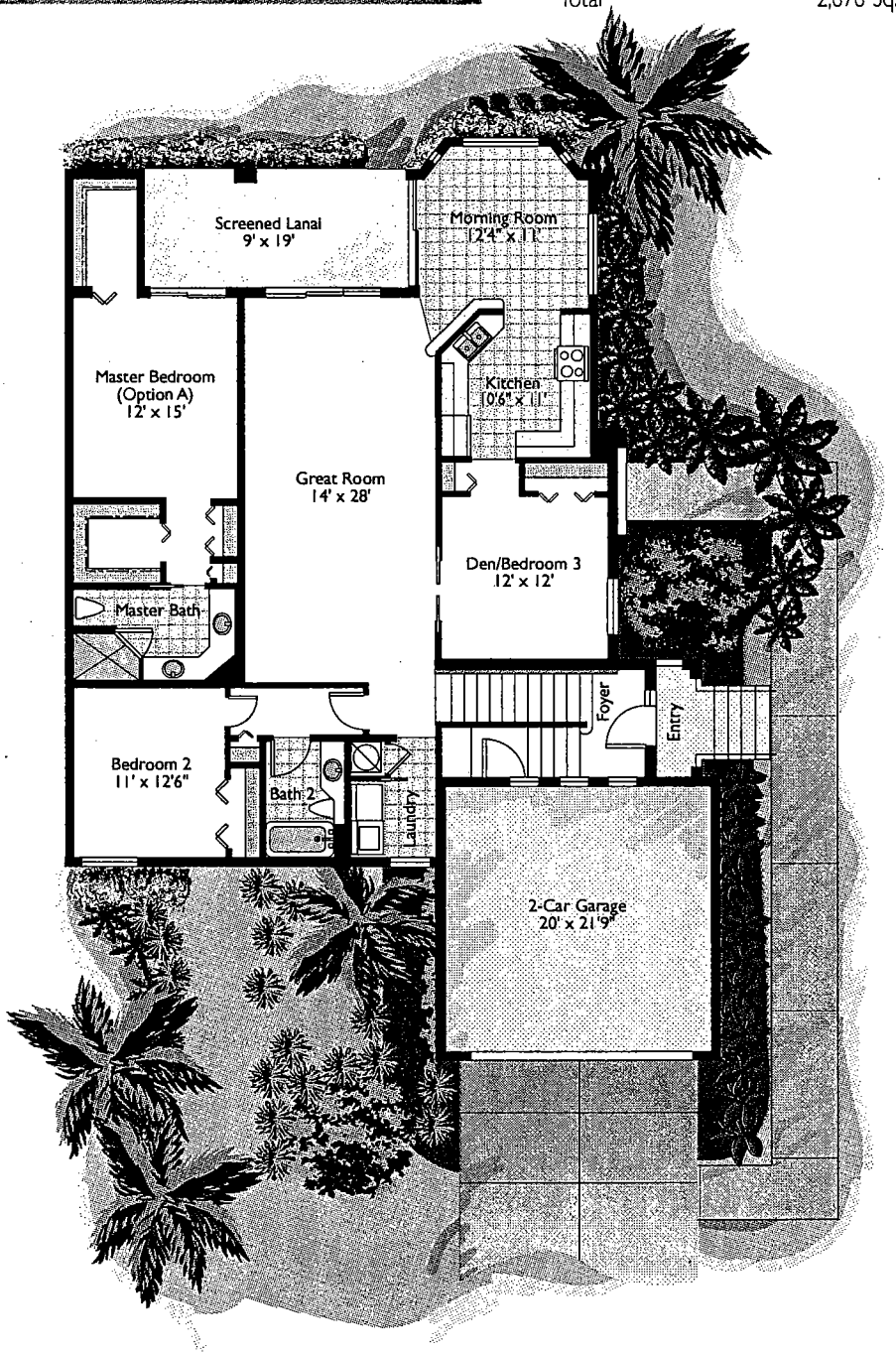


ORAL REPRESENTATIONS CANNOT BE RELIED UPON AS CORRECTLY STATINGREPRESENTATIONS OF THE DEVELOPER. FOR CORRECT REPRESENTATIONS, MAKE REFERENCE TO THIS BROCHURE AND TO THE DOCUMENTS REQUIRED BY SECTION 718.503, FLORIDA STATUTES, TO BE FURNISHED BY A DEVELOPER TO A BUYER OR LESSEE.
All dimensions and specifications are approximate and subject to change without notice.

Laurel II

2 Bedroom, 2 Bath, Den or
3 Bedroom, 2 Bath
Second Floor

A/C Living	1,667 Sq. Ft.
Lanai	438 Sq. Ft.
2-Car Garage	171 Sq. Ft.
Total	2,676 Sq. Ft.



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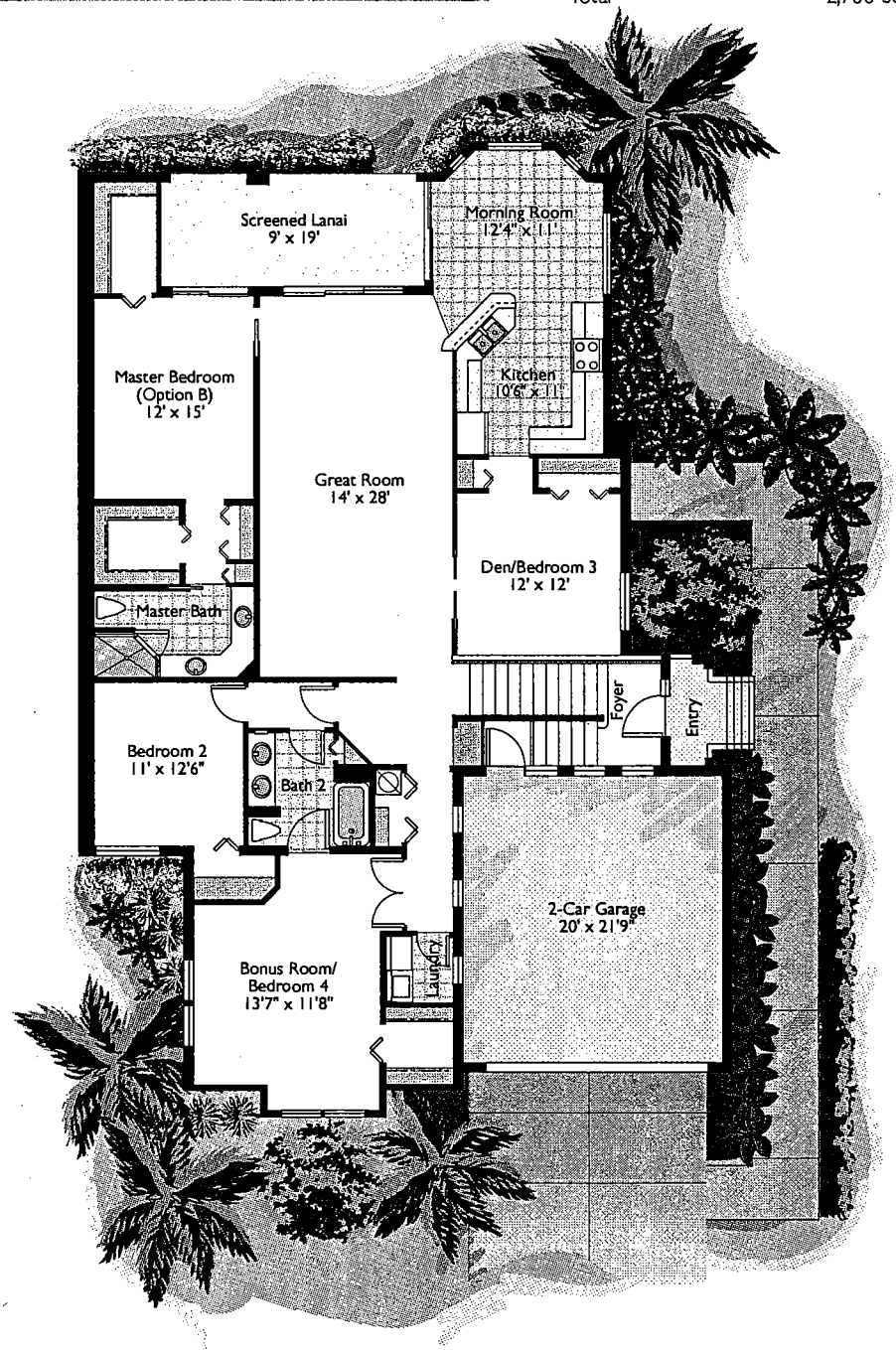
Laurel III

3 Bedroom, 2 Bath, Den or
4 Bedroom, 2 Bath
Second Floor, Bonus Room Over Garage

A/C Living	2,150 Sq. Ft.
Lanai	438 Sq. Ft.
2-Car Garage	198 Sq. Ft.
Total	2,786 Sq. Ft.



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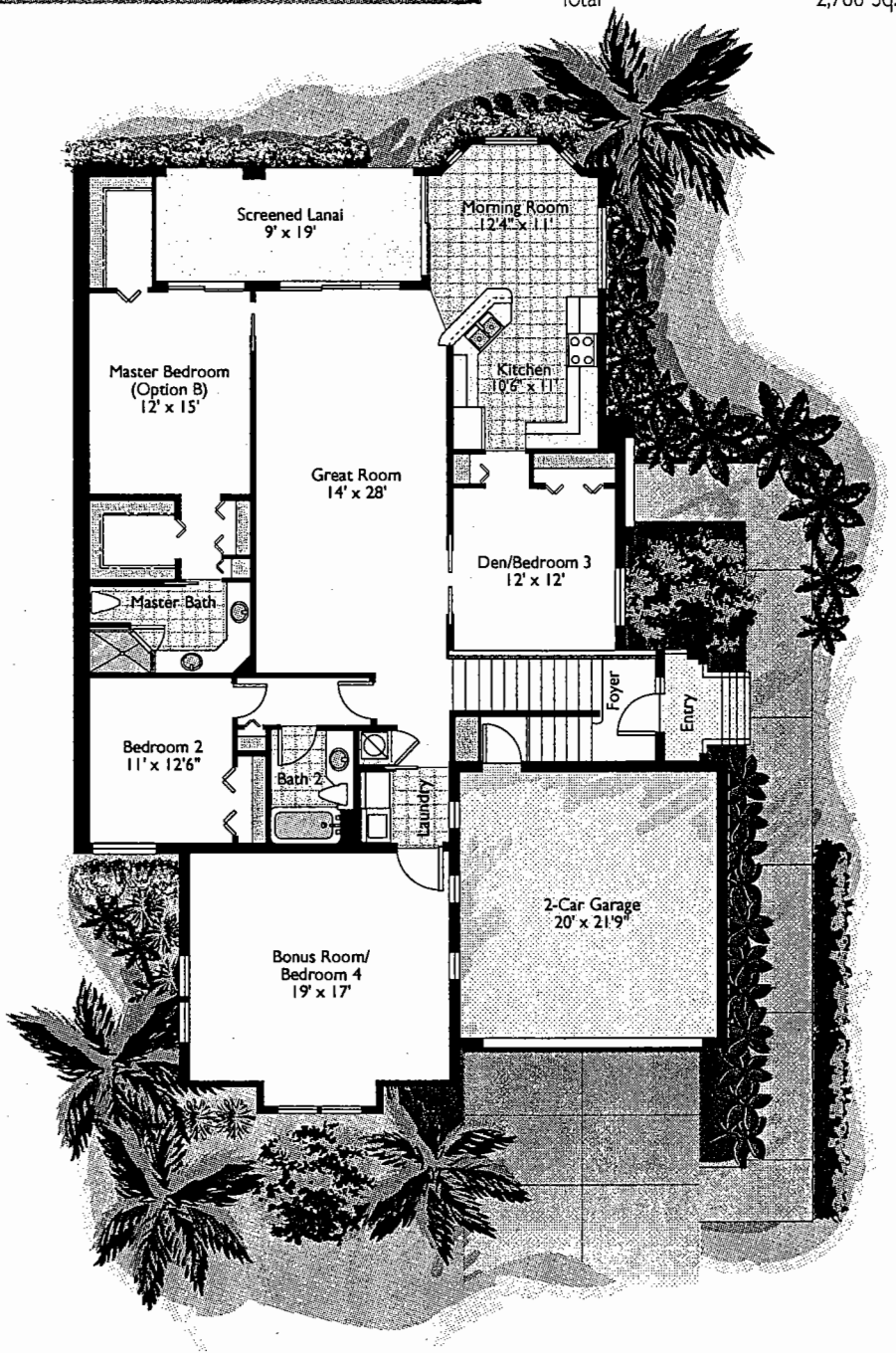
Laurel III - Option

3 Bedroom, 2 Bath, Den or
4 Bedroom, 2 Bath
Second Floor, Bonus Room Over Garage

A/C Living	2,150 Sq. Ft.
Lanai	438 Sq. Ft.
2-Car Garage	198 Sq. Ft.
Total	2,786 Sq. Ft.



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Standard Features - Pheasant Hollow - Coach Homes

EXTERIOR
Screen enclosed lanai
Private, attached 2 car garage with interior access with automatic door openers
Concrete roof tiles
White aluminum tinted glass windows & fiberglass screens
Clear glass sliding doors

INTERIOR
Six panel interior doors throughout
Door hardware by Schlage
Textured walls and ceilings (kitchen & bath walls are smooth)
3 1/4" base molding
2 1/4" casing
Vinyl-coated, ventilated closet shelving
Decora switches
Ceramic tile flooring (13x13) in selected areas
All carpet over 5 lb. pad
CAT 5 structured wiring
4 telephone pre-wires
4 Cable TV pre-wires
Security system pre-wire
Pre-wired for ceiling fans in all bedrooms, lanai, great room, & breakfast areas
1 paint color throughout (semi-gloss on trim)
Marble window sills

CONSTRUCTION
Reinforced concrete block walls with textured finish
Vapor barrier and termite treatment under slab
Engineered roof truss system
12 SEER central air conditioning system
40-gallon quick recovery water heater
Insulation: R30-ceilings
R4-exterior walls
Digital thermostat

KITCHEN
G.E. – white on white
- Refrigerator – 22 cubic ft. side by side with ice/water dispenser in door
- Range – Radiant top, self-cleaning range
- Microwave
- Dishwasher – 5 cycle
- Garbage Disposal – 1/2 hp

European style upper cabinets with white or antique white satin finished, raised panel doors
Corian® countertop with standard edge
Kohler Cast Iron double bowl white sink
Kohler One Touch white faucet
Ceramic tile flooring (13x13)

LAUNDRY
G.E. – Washer & Dryer - white on white
Ceramic tile flooring (13x13)

BATHS
European style cabinets with white or antique white satin finish, raised panel doors
Cultured marble vanity tops
Ceramic tile showers and tub surrounds (6x6)
White shower enclosure
36" tall vanities in all baths
Vanity mirrors
Kohler white elongated water closets
Kohler chrome lavatory faucets
Ceramic towel bar and toilet paper holders
Ceramic tile flooring (13x13)

Features & specifications are subject to change without notice.