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**TOWN CENTER DECLARATION
FOR
SUN CITY CENTER FT. MYERS**

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NOTICE: As provided in Section 9.16 of this Declaration, each Owner, by virtue of taking title to a Home, hereby agrees that the deed of conveyance of the Home to a third party shall specifically state that the Home is subject to the terms of this instrument and shall state the recording book and page information for this instrument as recorded in the public records of the County. The intent of this provision is to defeat any potential argument or claim that Chapter 712, Florida Statutes, has extinguished the application of this instrument to each of the Homes.

THIS TOWN CENTER DECLARATION FOR SUN CITY CENTER FT. MYERS (the "Declaration" or "Town Center Covenants") is made by **BAY COLONY-GATEWAY, INC.**, a Delaware corporation ("Declarant" as hereinafter defined).

WITNESSETH:

WHEREAS, Declarant is the developer of a master planned residential community in Lee County, Florida, known as Sun City Center Ft. Myers ("Community") and within which Declarant has developed or plans to develop recreational amenities facilities known as the Town Center (as defined below) for use by the owners of the Community who upon the acceptance of ownership of a residential property therein will automatically become a User of the Town Center; and

WHEREAS, it is the belief of Declarant that the residents of the Community will benefit from having such facilities available for their use. The purpose of these Town Center Covenants is to create restrictive covenants which run with the land of the property to be used and of the residential property of the Community to provide for the payment of fees and charges and the regulation of use by the Users. Declarant shall be the owner of the Town Center unless and until the Town Center is sold as provided more fully hereinafter. There will not be a members or other form of association associated with the Town Center, except as may be otherwise provided hereinafter;

NOW, THEREFORE, Declarant hereby declares that the Town Center Property and the Residential Property (defined below) and such additions as may, in the future, be made subject to the terms of these Town Center Covenants, shall be held, transferred, sold, conveyed, leased, mortgaged, occupied, used and otherwise dealt with subject to the terms and conditions of these Town Center Covenants, and which will run with the Residential Property and shall be binding upon all persons having and/or acquiring any right, title or interest in the Town Center Property and the Residential Property or any portion thereof, and shall inure to the benefit of each and every person, from time to time, owning or holding an interest in the Town Center Property and the Residential Property, or any portion thereof.

ARTICLE 1: DEFINITIONS

The terms used in these Town Center Covenants shall have the following meanings, unless the context otherwise requires:

1.1 "Community" or "Development" or "Sun City Center Ft. Myers" or "Sun City Center Ft. Myers Development" means the master planned community development project known as Sun City Center Ft. Myers. As the Community is progressively developed, the Residential Property to which these Town Center Covenants apply shall also progressively increase in land area. The Development is presently contemplated to contain approximately 2,500 residential Homes, more or less. Each Owner, by virtue of taking title to a portion of the Residential Property, consents and understands that the foregoing estimate of the number of Homes within the Community is only an estimate, and Declarant shall have the right, authority and power to create more or less Homes in the Community than as estimated above.

1.2 "Community Association" means the Sun City Center Ft. Myers Community Association, Inc., a Florida not-for-profit corporation, which is the entity created to administer certain common functions for Sun City Center Ft. Myers pursuant to the Community Declaration.

1.3 "Community Declaration" means and refers to the Community Declaration of Covenants, Conditions and Restrictions for Sun City Center Ft. Myers, as recorded in the public records of the County, and as may be amended from time to time.

1.4 "County" means Lee County, Florida.

1.5 "Declarant" means and refers to Bay Colony-Gateway, Inc., a Delaware corporation, its successors, the grantee of all lands it owns in the Community, or such of its assigns as to which the rights of Declarant hereunder are specifically assigned. Declarant is the developer of the Community.

1.6 "Declaration" or "Town Center Covenants" means this instrument, as may be amended or supplemented from time to time.

1.7 "Home" means any subdivided parcel of the Residential Property on which a residential dwelling has been completed and a certificate of occupancy has been issued, and which has been conveyed to a Person other than the Declarant, including, but not limited to, a declared condominium unit or subdivision lot or any other parcel of the Residential Property designed for single family use.

1.8 "Lender" means (i) the "Institutional Holder" of a first mortgage encumbering a Home or other portion of the Residential Property, or (ii) the Declarant and its affiliates, to the extent the Declarant or its affiliates finances the purchase of a Home initially or by assignment of an existing mortgage. The term "Institutional Holder" shall mean any federally or state chartered bank, insurance company, a FHLMC, FNMA, GNMA, HUD, VA or FHA approved mortgage lending institution, a recognized pension fund investing in mortgages, or any federally or state chartered savings and loan association or savings bank.

1.9 "Non-Resident User" means those Persons who are entitled to use privileges in the Town Center Facilities in accordance with arrangements to be determined by the Town Center Owner in its sole discretion. Non-Resident Users may include, but not be limited to, Persons owning commercial property such as hospitals and assisted living facilities who have entered into arrangements with Town Center Owner for the use of the Town Center Facilities.

1.10 "Owner" means and refers to the Person or Persons other than the Declarant holding fee simple interest of record to a Home within the Residential Property. Owners shall not include any mortgagee unless and until such mortgagee has acquired title to a Home pursuant to an action for foreclosure or any procedure in lieu of foreclosure.

1.11 "Person" means a natural individual or any other entity with the legal right to hold title to real property.

1.12 "Resident User" means (a) the Owner of a Home in the Residential Property subjected to these Town Center Covenants, (b) the spouse of the Owner, and (c) all unmarried children 22 years of age or younger of either the Owner or the Owner's spouse. If an Owner is unmarried, the Owner may designate one other person who is living with such Owner in the Home in addition to children of the Owner as an additional adult Resident User. Children of such additional adult Resident User shall also be deemed Resident Users. No unmarried child or other person shall qualify as a Resident User unless such person is living with the Owner within the Home. Notwithstanding the foregoing, in no event shall a Home have more than 5 Resident Users, but only 3 Resident Users shall be permitted pursuant to payment of the Town Center Fees (meaning that additional fees would be required to be paid for the additional 2 Resident Users), all as further provided hereinafter.

1.13 "Residential Property" means the lands described in Exhibit B attached hereto and made a part hereof, and any other lands made subject to these Town Center Covenants by annexation, and less any lands withdrawn, pursuant to Sections 2.2 and 2.3 hereof.

1.14 "Rules and Regulations" means those rules and regulations for the use of the Town Center Facilities and the Town Center Property as promulgated from time to time by the Town Center Owner.

1.15 "Special Charges" means collectively the Special Town Center Charges and the Special Use Charges.

1.16 "Special Town Center Charges" means those charges levied against an Owner pursuant to Article 5 hereof.

1.17 "Special Use Charges" means those charges levied against an Owner pursuant to Article 5 hereof.

1.18 "Supplemental Declaration" means any instrument which may be recorded by Declarant for the purpose of supplementing these Town Center Covenants or for the purpose of withdrawing portions of the Residential Property or Town Center Property or annexing additional property, all in accordance with the terms and provisions hereof.

1.19 "Town Center" means the Town Center Property together with the Town Center Facilities (and the services provided) owned initially by the Declarant or a related entity. The Town Center shall be within the Community. The Town Center may be unilaterally renamed by the Town Center Owner at any time.

1.20 "Town Center Facilities" means the facilities, improvements and personal property which the Town Center Owner shall actually have constructed and/or made available to Users for purposes of these Town Center Covenants. The Town Center Facilities are contemplated to consist of certain recreational amenities plus related facilities such as parking and operational support, together with such other buildings, amenities, facilities, furnishings, fixtures, equipment and personalty as Town Center Owner determines in its sole discretion to include for use by the Users from time to time. The Town Center Facilities are subject to change at any time and from time to time.

1.21 "Town Center Expenses Fee" means the regular periodic charge levied against each Owner of a Home with regard to such Home to pay for all costs and expenses of owning, operating, managing, maintaining and insuring the Town Center and the Town Center Facilities. Town Center Expenses Fees are to be paid to the Town Center Owner as more particularly described in Section 5.2.2 hereof.

1.22 "Town Center Fee" means collectively the Town Center Expenses Fee and the Town Center Membership Fee.

1.23 "Town Center Membership Fee" means the annual membership fee to be paid by each Owner of a Home with regard to such Home, as more specifically described in Section 5.2.1 hereof.

1.24 "Town Center Fees and Charges" means collectively the Town Center Fee and the Special Charges, which are levied against a Resident User pursuant to these Town Center Covenants. The Town Center Owner may also charge user fees and charges to Non-Resident Users.

1.25 "Town Center Owner" means the owner of the Town Center Property from time to time whether the Declarant or a related party or a successor, designee or grantee thereof. Accordingly, the Town Center Owner may change from time to time (e.g., an existing Town Center Owner may sell the Town Center or transfer ownership of the Town Center Property and Town Center Facilities to another Person, an entity of local government, a not-for-profit corporation, the Community Association, a community development district, some other special district or otherwise). Notwithstanding that the Town Center Owner and the Declarant may be the same party, affiliates or related parties from time to time, each Owner acknowledges that the Town Center Owner and the Declarant may be different and shall not be considered being one and the same party, and neither of them shall be considered the agent or partner of the other. At all times, the Town Center Owner and the Declarant shall be considered separate and viewed in their separate capacities. No act or failure to act by the Declarant shall at any time be considered an act of the Town Center Owner and shall not serve as the basis for any excuse, justification, waiver or indulgence to the Owners with regard to their prompt, full, complete and continuous performance of their obligations and covenants hereunder or vice versa.

1.26 "Town Center Property" means the real property designated in Exhibit A attached hereto and made a part hereof, which may be increased or decreased in accordance with Section 2.4 hereof, upon which the Town Center Facilities shall exist. Unless specifically provided otherwise or the context requires the meaning of Town Center Property to mean only the unimproved land, the Town Center Property shall be deemed to include all Town Center Facilities constructed thereon which constitute the Town Center.

1.27 "User" means a Resident User or a Non-Resident User entitled to use privileges in the Town Center Facilities.

ARTICLE 2: PROPERTY SUBJECT TO THESE TOWN CENTER COVENANTS

2.1 Legal Description. The initial real property which is and shall be held, transferred, sold, conveyed and occupied subject to these Town Center Covenants, is described in Exhibit A and Exhibit B attached hereto and made a part hereof.

2.2 Withdrawal of Land from Residential Property. The Declarant shall have the absolute right, but shall have no obligation, to withdraw at any time or from time to time from the effect of these Town Center Covenants any or all of that portion of the Residential Property which are owned by the Declarant. The withdrawal of lands as aforesaid shall be made and evidenced by the recording in the public records of the County of a Supplemental Declaration unilaterally executed by the Declarant, describing the lands to be withdrawn. The Declarant reserves the right to so amend and supplement these Town Center Covenants without the consent or joinder of any User or Owner. Upon the filing of such a Supplemental Declaration, all such land described therein shall be relieved from the effect of these Town Center Covenants and any restrictions, obligations or lien rights hereunder.

2.3 Annexation of Property to Become Residential Property. Additional real property owned by the Declarant may be subjected by the Declarant to these Town Center Covenants. Such annexations subjecting the additional real property to the terms and conditions of these Town Center Covenants shall be made and evidenced by the recording in the public records of the County of a Supplemental Declaration unilaterally executed by the Declarant, describing the lands to be annexed. The Declarant reserves the right to so amend and supplement these Town Center Covenants without the consent or joinder of any User or Owner. Upon the filing of such a Supplemental Declaration, all such land described therein shall be subjected to the provisions of these Town Center Covenants and all restrictions, obligations and lien rights hereunder.

2.4 Annexation and Withdrawal of Town Center Property. Declarant reserves the right from time to time in its sole discretion to subject additional lands to become Town Center Property. Declarant also reserves the right from time to time in its sole discretion to withdraw portions of the Town Center Property from the scope of these Town Center Covenants. Any addition to or withdrawal of lands under this Section shall be accomplished by recording a Supplemental Declaration in the public records of the County executed by the Declarant, describing the lands to be withdrawn. The land substituted by the Declarant for land withdrawn from the scope of these Town Center Covenants shall contain recreational facilities but not necessarily the same type or extent of facilities that were located on the withdrawn land.

2.5 Private Property. The Town Center property is, and shall remain, private property of the Town Center Owner, and nothing contained in this Declaration shall be deemed to grant any User a right to use the Town Center Property as a place of public assembly.

ARTICLE 3: TOWN CENTER FACILITIES

3.1 Town Center Facilities. The Town Center Owner intends, but is not obligated, to construct the Town Center Facilities on the Town Center Property which will be and shall remain the property of the Town Center Owner, subject only to the provisions hereof. The Town Center Owner has the right to unilaterally, and without the joinder of any party whatsoever, add to, alter, modify and amend the Town Center Facilities at any time. If the Town Center Owner does not provide any recreational or commonly used facilities available to the Users, there will be no Town Center Fees and Charges charged pursuant to these Town Center Covenants.

The Town Center Owner presently contemplates that the Town Center Facilities will consist of (a) a theatre, social hall with banquet facilities, restaurant, hobby center, library, and business center, and (b) a fitness and aerobics center, including an indoor pool and lockers, a walking track, an outdoor pool, tennis courts, a softball field, an amphitheater and volleyball and lawn bowling areas. The size and actual design of the Town Center Facilities are being chosen by the Town Center Owner and are subject to change in its sole discretion. No commitment, representation or warranty is made concerning the timing of construction, design or capacity of the Town Center Facilities, and in no manner shall the Town Center Owner be deemed to be obligated to provide any or all of the above-referenced contemplated amenities.

The Town Center Facilities may be completed in phases. The timing of completion of the Town Center Facilities is dependent upon the sale of Homes within the Community, completion of design and obtaining required approvals and permits.

3.2 Construction of the Town Center Facilities. The Town Center Owner will construct the Town Center Facilities at its sole cost and expense. The Town Center Owner shall be the sole judge as to the plans, size, design, location, completion schedule, materials, equipment, size, and contents of the Town Center Facilities. The Town Center Owner shall have the unequivocal right to:

3.2.1 develop, construct and reconstruct, in whole or in part, the Town Center Facilities within the Sun City Center Ft. Myers Development, and make any additions, alterations, improvements, or changes thereto;

3.2.2 maintain leasing and/or sales offices (for sales and resales of residential properties within the Sun City Center Ft. Myers Development or other properties being developed by the Declarant or Town Center Owner), general offices, and construction operations on the Town Center Property, including, without limitation, displays, counters, meeting rooms, and facilities for the sales and re-sales of residential properties;

3.2.3 place, erect, and/or construct portable, temporary, or accessory buildings or structures upon the Town Center Property for sales, construction, storage, or other purposes including interim recreational facilities for tennis, swimming and fitness until permanent Town Center Facilities are completed;

3.2.4 temporarily deposit, dump or accumulate materials, trash, refuse and rubbish on the Town Center Property in connection with the development or construction of any of the Town Center Facilities or any improvements located within the Sun City Center Ft. Myers Development;

3.2.5 post, display, inscribe or affix to the exterior of the Town Center Facilities and on the Town Center Property, signs and other materials used in developing, constructing, selling, or promoting the sale of portions of the Sun City Center Ft. Myers Development and other properties being developed by the Declarant;

3.2.6 conduct whatever commercial activities within the Town Center Facilities and on the Town Center Property deemed necessary and/or appropriate by the Town Center Owner;

3.2.7 develop, operate and maintain the Town Center Facilities when and to the extent deemed appropriate, in the sole and absolute discretion of the Town Center Owner;

3.2.8 excavate fill from any lakes or waterways within and/or contiguous to the Town Center Property by dredge or dragline, store fill upon the Town Center Property, and remove and/or sell excess fill; and grow or store plants and trees within, or contiguous to, the Town Center Property and use and/or sell excess plants and trees;

3.2.9 do all other activities which, in the sole opinion of the Town Center Owner, are necessary for the development and use of the Town Center Property and Town Center Facilities; and

3.2.10 not construct or otherwise develop any Town Center Facilities or otherwise constitute the Town Center on the Town Center Properties or when constructed, developed and constituted, to not continuously operate the Town Center or make the Town Center Facilities available to Owners or others who would constitute Users of the Town Center.

3.3 Changes. The Town Center Owner reserves the absolute right, from time to time, to alter or change the amenities of the Town Center, including, but not limited to, construction of additional portions of the Town Center Facilities and/or the removal or modification thereof, at any time.

3.4 Commercial Space. The Town Center Owner anticipates that portions of the Town Center Facilities may include a sales office, retail space and/or other commercial space as the Town

Center Owner may deem appropriate in the Town Center Owner's sole and absolute discretion. The Town Center Owner may permit the Users to access any such commercial facilities and areas at the Town Center Owner's sole and absolute discretion. The Town Center Owner may grant leases, franchises, licenses or concessions to commercial concerns on all or part of the Town Center Property. Such lease, franchise, license or concession or similar agreement may permit use of the Town Center Facilities by Persons other than the Town Center Owner or the Users. The Town Center Owner shall have no duty to account for any rents, fees or payments from third parties for the right to occupy and/or lease such commercial space; all of such rents, fees and payments, if any, shall be the sole property of the Town Center Owner and shall not offset or reduce the Town Center Fees payable by the Owners.

ARTICLE 4: USE RIGHTS

4.1 Users in General. The Town Center Facilities will be available to Users and their guests as well as others permitted to use the Town Center Facilities by the Town Center Owner from time to time. Use privileges will also be available to the tenants of Resident Users in accordance with provisions set forth below in this Article. At the sole discretion of Town Center Owners, the Town Center Facilities will be available by invitation to Persons who are not residents of the Community.

4.2 Categories of Users.

4.2.1 Resident Users.

4.2.1.1 Being a Resident User is appurtenant to ownership of a Home in the Community. Upon the resale or transfer of a Home, the new owner, will, upon submission of an information statement, be entitled to Resident User privileges. The resident user privileges of the selling or transferring owner shall terminate upon the closing of the sale or transfer of the Home.

4.2.1.2 Resident Users are permitted to have houseguests and other guests use the Town Center Facilities upon payment of the applicable guest fees and charges and in compliance with the procedure set forth in the Rules and Regulations. "Houseguests" shall mean visitors of an Owner occupying such Owner's Home for a temporary period not to exceed 21 consecutive days and in any event not more than 42 days within any 12 month period. All the Resident Users in a Home may also temporarily transfer their use privileges to a lessee who occupies the entire Home as long as the Resident Users no longer living in the Home relinquish any use privileges during period of the lessees occupancy. Town Center Owner shall provide for a procedure regarding lessee use privileges in the Rules and Regulations.

4.2.1.3 If a Home is owned by an entity, such as by way of example and not limitation, corporation, partnership or trust, privileges to use the Town Center Facilities shall be available to the individuals designated by the Owner. The individuals must complete an information statement (in the form and containing such information as provided and required by the Town Center Owner from time to time) and be in residence. No more than 3 individuals may be named by the corporation, partnership, trust or as the designated Resident Users for the Home at any one time. An Owner under this subsection may change the designated Resident User once per year upon application to the Town Center Owner, which application shall include the submission of an information statement by the new designee as may be required by the Town Center Owner, payment of any redesignation fee imposed by the Town Center Owner from time to time, and any other information deemed necessary and reasonable by the Town Center Owner in such regard.

4.2.1.4 In all circumstances, there shall not be more than 3 Resident Users permitted with regard to a Home which will be permitted to use the Town Center Facilities as a result of payment of the Town Center Fees. 1 or 2 additional Resident Users shall be permitted per Home upon payment of additional fees as provided in Section 5.2 hereof. The spouse of an Owner shall automatically be deemed to be a Resident User, and there shall be no right or ability of a spouse to "opt out" of being a Resident User so as to permit another individual to be substituted as a Resident User in their place. For purposes of this subsection, the term "spouse" shall include a man or woman who lives in a Home with the Owner without being married.

4.2.2 Non-Resident Users. The Town Center Owner may offer non-residents a right to use the Town Center Facilities on terms and conditions established by the Town Center Owner in its sole discretion. Non-Resident User privileges may be daily, seasonal, annual or for a specified term of years. The Town Center Owner may establish the fees to be paid by any Non-Resident User using the Town Center Facilities and the Town Center Property. The granting of such rights shall not invalidate these Town Center Covenants, reduce or abate any Owner's obligations to pay the Town Center Fees and Charges pursuant to these Town Center Covenants, or give any Owner the right to avoid any of these Town Center Covenants. The extent of the use privileges of Non-Resident Users will be set forth in the application for such Non-Resident User.

4.3 Use Privileges of a Resident User. Each Resident User shall have such nonexclusive rights and privileges as shall from time to time be granted by Town Center Owner, in its sole discretion, but these rights and privileges shall include, without limitation, the following:

4.3.1 access to and use of any room or facility constituting part of the Town Center Facilities in exchange for the payment of the Town Center Fees and any other established Special Use Charge as applicable, subject to available capacity, other provisions of this Section and these Town Center Covenants, and the Rules and Regulations;

4.3.2 the right to participate in and attend social events for the Users (unless an event is limited to a specific limited group or organization authorized by the Town Center Owner) upon the payment of the Town Center Fees and any other established Special Use Charges as applicable, and subject to the available capacity of the event and the Rules and Regulations; and

The Resident Users shall have no right to access any commercial spaces contained within the Town Center Facilities, or portions of the Town Center Property leased or licensed to third parties or the Users, except as and when permitted by the Town Center Owner.

4.4 Promotional Access and Use of Town Center Facilities.

4.4.1 The Declarant is entitled to designate temporary users with privileges to use the Town Center Facilities on terms and conditions established by Town Center Owner from time to time. Neither the Declarant nor the temporary users designated to use the Town Center Facilities shall be obligated to pay any fees or charges except as the Town Center Owner may require. The Town Center may (without being obligated to) establish separate accounts for each person designated to use the Town Center Facilities pursuant to this Section, and shall bill such individual directly for the accounts owed. The designees of the Declarant that use the Town Center Facilities shall pay their personal food, beverage and merchandise purchases.

4.4.2 The Declarant and its affiliates further have the right to schedule and hold marketing, promotional and other events (whether in season or out of season) at the Town Center Facilities, including, without limitation, tournaments or exhibitions, so long as such events do not preempt scheduled functions of the Town Center.

4.4.3 The Declarant and its affiliates further have the right to promote the Town Center in advertisements, promotional materials and other promotional media by making reference to the Town Center Facilities.

4.4.4 The Town Center Owner shall permit the Declarant to designate individuals to use all Town Center Facilities for the purpose of entertaining prospective retail purchasers of Homes including resales.

4.5 Subordination. These Town Center Covenants and the rights of Users to use the Town Center are and shall be subject and subordinate to (a) any ground lease, mortgage, deed of trust or other encumbrance and any renewals, modifications and extensions thereof, now or hereafter placed on the Town Center Property by the Town Center Owner; and (b) any easements, restrictions, limitations, condition of record and other conditions of governmental authorities. This provision shall be self-operative.

4.6 Ownership and Transfer of the Town Center. The Town Center Owner may sell, encumber or convey the Town Center and any or all of the Town Center Facilities and/or Town Center Property to any Person in its sole and absolute discretion at any time. Among others, such Person may be the Gateway Services Community Development District or the Community Association (as more specifically provided in Section 9.20 hereof).

ARTICLE 5: PAYMENTS TO BE MADE TO THE TOWN CENTER OWNER BY THE USERS AND LIEN RIGHTS

5.1 Town Center Fees and Charges. In consideration of the rights for Resident Users established in this Declaration for use of the Town Center Facilities, the Owner(s) of a Home is obligated to pay all Town Center Fees and Charges which are set forth herein, and also is obligated to abide by any applicable Rules and Regulations. If a Home is owned by more than one Owner, then the obligation to pay Town Center Fees and Charges shall be joint and several.

5.2 Town Center Fees. Each Owner agrees to pay, in a timely fashion when due, the Town Center Fees in the amount established from time to time by the Town Center Owner. As of the date this Declaration is recorded, the Town Center Owner intends to collect the Town Center Fees in advance on a quarterly basis, but reserves the right to change the payment period to a monthly or annual basis or some other time period. The Town Center Fee covers a maximum of 3 Resident Users for such Home (as more specifically provided in Sections 1.12 and 4.2.1.4 hereof). In the event a Home contains more than 3 Resident Users, the Owner of such Home shall be charged a fee, based upon a formula to be determined from time to time by the Town Center Owner in its sole discretion, in addition to the Town Center Fees, for the additional 1 or 2 Resident Users (as per Section 1.12, there shall be a maximum of 5 Resident Users per Home) in the Home. Any such additional fees shall be deemed to constitute a portion of the Town Center Fees for the particular Home, and shall be subject to the lien provisions and rights contained herein.

5.2.1 Town Center Membership Fee. The Owner of a Home shall pay in advance, without setoff or reduction, to the Town Center Owner, or its designee, the Town Center Membership Fee, based upon the following:

- \$500 for the period December 1, 2001 – November 30, 2002
- \$540 for the period December 1, 2002 – November 30, 2003
- \$583 for the period December 1, 2003 – November 30, 2004
- \$630 for the period December 1, 2004 – November 30, 2005
- \$681 for the period December 1, 2005 – November 30, 2006
- \$735 for the period December 1, 2006 – November 30, 2007
- \$794 for the period December 1, 2007 – November 30, 2008
- \$857 for the period December 1, 2008 – November 30, 2009
- \$926 for the period December 1, 2009 – November 30, 2010
- \$1,000 for the period December 1, 2010 – November 30, 2011

On December 1 of each subsequent year thereafter, the Town Center Membership Fee may be increased by the Town Center Owner in an amount not to exceed 10% over and above the prior year's Town Center Membership Fee. The Town Center Owner may, but shall not be obligated to, decrease the Town Center Fees in its sole discretion at any time. If the Town Center Owner elects to decrease or increase the Town Center Fees from time to time, the Town Center Owner shall notify each Owner of such decrease or increase by sending written notice of the same to the street address of such Owner's Home. Notwithstanding the foregoing, the Town Center Owner, in its sole discretion, may require the Owner of a Home to pay the Town Center Membership Fee on an annual or other basis in advance, based on prior poor payment history or other financial concerns.

5.2.2 Town Center Expenses Fee. Separate and apart from the Town Center Membership Fee, each Owner agrees to pay, without setoff or reduction, to the Town Center Owner, or its designees, the Town Center Expenses Fee, which shall be equal to a pro rata portion of the costs and expenses necessary and required for the costs and expenses of owning, operating, managing, maintaining and insuring the Town Center and the Town Center Facilities. The Town Center Owner, in

its sole discretion, may require the Owner of a Home to pay the Town Center Expenses Fee on an annual or other basis in advance, based on prior poor payment history or other financial concerns.

5.3 Special Charges.

5.3.1 Special Use Charges. The Town Center Owner shall have the right to establish from time to time, by the Rules and Regulations or otherwise, specific charges or special charges ("Special Use Charges"), which will be charged as applicable for costs of goods, special services or facilities provided to a User relating to the special use of the Town Center or tickets for shows, special events or performances held in the Town Center Facilities. Special Use Charges shall be payable at such time as determined by the Town Center Owner.

5.3.2 Special Town Center Charges. If an Owner, other Resident Users having access and use rights through regular residency in the same Home, or the Houseguests, guests or lessees of such Resident Users do anything which increases the cost of maintaining or operating the Town Center, or cause damage to any part of the Town Center Facilities or the Town Center Property, the Town Center Owner may levy an additional and special charge against such Owner in the amount necessary to pay such increased cost or repair such damage.

5.4 Statement of Account Status. Upon demand, the Town Center Owner, or its manager or agent, shall furnish to an Owner a certificate in writing setting forth whether their respective Town Center Fees and Charges have been paid and/or the amount which is due as of any date. As to parties (other than Owners) who, without knowledge of error, rely on the certificate, the certificate shall be conclusive evidence of the amount of any charges therein stated.

5.5 Taxes. The Town Center Fees shall include any and all sales, use and other governmental taxes due and owing in connection with the use rights provided to Owners hereunder. If a Special Town Center Charge or a Special Use Charge is levied upon an Owner, such Owner shall be required to pay any and all sales, use and other governmental taxes due and owing in connection therewith, and shall be required to remit such tax payments to the Town Center Owner at the time of payment of the Special Town Center Charge or a Special Use Charge. When levying a Special Town Center Charge or a Special Use Charge, the Town Center Owner shall be required to notify the Owner of the amount of taxes that are due and owing in such regard.

5.6 Builders. Builders shall have no rights whatsoever relative to the Town Center (regardless of a builder's ownership of property within the Community from time to time) and shall not be required to pay Town Center Fees and Charges. Upon conveyance of a Home from a builder to an Owner, the Owner shall then commence to pay the Town Center Fees and Charges based upon such Owner's ownership of a Home.

5.7 Continuing Obligations. Each Owner's obligations to pay the Town Center Fees and Charges shall be perpetual regardless of whether such Owner's Home is only seasonally occupied, destroyed, renovated, replaced, rebuilt or leased.

5.8 Payment Per Home. The Owner of a Home shall pay the Town Center Fees charged by Town Center Owner for such Home. If an Owner owns more than one Home, the Town Center Fees are payable for each and every Home owned by such Owner. If a Home is leased, the Owner shall remain responsible for the payment of the Town Center Fees, although the Owner may collect same from the lessee through the lease payments.

5.9 Excuse or Postponement. The Town Center Owner may excuse or postpone the Town Center Fees and Charges in its sole and absolute discretion.

5.10 Exemption for Town Center Owner and Declarant. Under no circumstances shall the Town Center Owner or the Declarant be required to pay any Town Center Fees and Charges.

5.11 Commencement of Charges. The obligation to pay the Town Center Fees and other Town Center Fees and Charges shall commence as to each Owner on the day of the conveyance of title

of a Home to such Owner from the Declarant or another developer or builder within the Residential Property.

5.12 Collection of Town Center Fees and Charges. The Town Center Owner shall collect the Town Center Fees and other Town Center Fees and Charges directly, by and through the manager of the Town Center Facilities, or by other means chosen in the sole discretion of Town Center Owner.

5.12.1 Community Association as Collection Agent. Pursuant to a separate agreement or arrangement between Town Center Owner and the Community Association, the Town Center Owner shall have the power to contract with the Community Association to collect the Town Center Fees and other Town Center Fees and Charges due to the Town Center Owner pursuant to these Town Center Covenants at the same time the Community Association collects assessments from the Owners pursuant to the Community Declaration. As more particularly provided in the arrangement with the Community Association, the Community Association shall hold the collected funds in trust for the Town Center Owner and shall forward all amounts due to the Town Center Owner, together with a record of which Owners did and did not pay.

5.12.2 Record Keeping. If the Town Center arranges with the Community Association to collect Town Center Fees and Charges and if directed in writing by the Town Center Owner, the Community Association shall use computer software or accounting practices acceptable to Town Center Owner in connection with the Community Association's record keeping responsibilities respecting the Town Center Fees and Charges due to the Town Center Owner pursuant to these Town Center Covenants.

5.12.3 Diligence. If the Town Center Owner arranges with the Community Association to collect Town Center Fees and Charges due to the Town Center Owner pursuant to these Town Center Covenants, the Community Association shall diligently enforce collection of all delinquencies including enforcement of all liens in the name of the Town Center Owner.

5.12.4 Application of Funds. If the Community Association agrees to collect Town Center Fees and/or other Town Center Fees and Charges due to the Town Center Owner pursuant to these Town Center Covenants, and the Community Association collects such monies and Community Association assessments from a particular Owner for any period (whether or not those funds are designated as payment of Town Center Fees and Charges or Community Association assessments), those funds shall be first allocated to the payment of Town Center Fees and Charges and then to the payment of Community Association assessments.

5.13 Creation of the Lien and Personal Obligation for Payment of Town Center Fees and Charges.

5.13.1 Claim of Lien. Each Owner, by acceptance of title to a Home, shall be deemed to have covenanted and agreed that the Town Center Fees and Charges, together with interest, late fees, costs and reasonable attorneys' and paraprofessional fees at all levels of proceedings including appeals, collection and bankruptcy for the nonpayment thereof in whole or in part, shall be secured by a lien in favor of the Town Center Owner encumbering each such portion of the Residential Property owned by the Owner. Such lien shall be active and payable upon recording a claim of lien in the public records of the County stating the description of the real property, the name of the Owner, and the amounts due as of that date, however, the priority of the lien shall relate back to the date these Town Center Covenants are recorded. The claim of lien shall also cover any additional amounts which accrue thereafter until satisfied. All unpaid Town Center Fees and Charges, if any, together with interest, late fees, costs and reasonable attorneys' and paraprofessional fees at all levels including appeals, collections and bankruptcy, and other costs and expenses provided for herein, shall be the personal obligation of the person who was the Owner at the time such Town Center Fees and Charges became due and owing, as well as the Owner's heirs, devisees, personal representatives, successors or assigns and grantees. If a Home is leased, the Owner shall be liable hereunder notwithstanding any provision in his lease to the contrary or for reimbursement.

5.13.2 Subordination of the Lien to First Mortgagees. Notwithstanding the priority established in Section 5.13.1, the lien for Town Center Fees and Charges shall be subordinate to a bona fide first mortgage held by a Lender on any Home, if the mortgage is recorded in the public records of the County prior to the recording of the claim of lien. The claim of lien shall not be affected by any sale or transfer of a Home, except in the event of a sale or transfer of a Home pursuant to a foreclosure (or deed in lieu of foreclosure) of a bona fide first mortgage held by a Lender, in which event, the acquirer of title, its successors and assigns, shall not be liable for such sums secured by a claim of lien encumbering the Home or chargeable to the former Owner of the Home which became due prior to such sale or transfer. However, any sale or transfer pursuant to a foreclosure (or deed in lieu of foreclosure) by a Lender shall not relieve the Owner from liability for failure to pay Town Center Fees and Charges. The Town Center Owner shall have the right, but not the obligation, to cure any default under a mortgage held by such Lender within the time periods applicable to Owner. In the event the Town Center Owner makes such payment on behalf of an Owner, the Town Center Owner shall, in addition to all other rights reserved herein, be subrogated to all of the rights of the Lender. All amounts advanced on behalf of an Owner pursuant to this Section shall be a Special Town Center Charge payable by such Owner with appropriate interest.

5.14 No Set-Offs. No Owner shall have the right to set-off or reduce any Town Center Fees and Charges by any claims that such Owner may have or may claim to have against the Town Center Owner or against the Declarant.

5.15 Certificate. Upon demand, and for a reasonable charge, the Town Center Owner will furnish to any interested person a certificate signed by an officer of the Town Center Owner setting forth whether there exists any unpaid Town Center Fees and Charges against a specific Home, and, if so, the unpaid balances(s).

5.16 Remedies of the Town Center Owner for Non-Payment. If any Town Center Fees and Charges are not paid within 10 days after the due date, a late fee (to compensate the Town Center Owner for administrative expenses due to late payment) of \$25.00 per month, or such greater amount established by the Town Center Owner pursuant to the Rules and Regulations, together with interest on all amounts payable to Town Center Owner in an amount equal to 18% per annum or such other rate as may be from time to time determined by the Town Center Owner (provided, however, that such rate of interest shall not exceed the maximum rate not constituting usury under Florida law), beginning from the due date until paid in full, shall be levied (and in no manner shall the total amount of penalties and interest to be charged against an Owner exceed the usury rate as applicable in the State of Florida). The Town Center Owner may, at any time thereafter, bring an action at law against the Owner personally obligated to pay the delinquent Town Center Fees and Charges and/or foreclose the lien against the Home. No notice of default shall be required prior to foreclosure or institution of a suit to collect sums due hereunder. The Town Center Owner shall not be required to bring such an action if it believes that the best interests of the Town Center would not be served by doing so. There shall be added to the claim of lien all costs expended in preserving the priority of the lien and all costs and expenses of collection, including attorneys' fees and paraprofessional fees, at all levels of proceedings, including appeals, collection and bankruptcy. The Town Center Owner shall have all of the remedies provided herein and any others provided by law and such remedies shall be collective. The bringing of action shall not constitute an election or exclude the bringing of any other action (meaning that a suit to recover a money judgment for unpaid Town Center Fees and Charges may be maintained without foreclosing, waiving, or otherwise impairing the security of the Town Center Owner's lien or its priority).

5.17 Foreclosure. The lien for sums levied and charged pursuant to this Article may be enforced by foreclosure in the same manner in which mortgages on real property from time to time may be foreclosed in the State of Florida. In any such foreclosure, the defendant shall be required to pay all costs and expenses of foreclosure incurred by the Town Center Owner, including, but not limited to, reasonable attorneys' and paralegals' fees (whether or not incurred in or out of litigation, or in any mediation, arbitration or bankruptcy proceeding, or any appeal therefrom). All such costs and expenses are secured by the lien foreclosed. The Owner also is required to pay to the Town Center Owner any Town Center Fees and Charges against the Home that become due during the pendency of the foreclosure, which Town Center Fees and Charges also are secured by the lien foreclosed. The Town Center Owner has the right and power to bid at the foreclosure or other legal sale to acquire the Home

foreclosed, or to acquire such Home by deed or other proceeding in lieu of foreclosure, and thereafter to hold, convey, lease, rent, encumber, use and otherwise deal with such Home or other property as its owner for purposes of resale only. If any foreclosure sale results in a deficiency, the court having jurisdiction of the foreclosure may enter a personal judgment against the Owner for such deficiency.

5.18 Reimbursement of Fee for Worthless Check. In the event the Town Center Owner incurs any bank service charge or fee as a result of depositing a worthless or otherwise uncollectible check issued to the Town Center Owner for the payment of any Town Center Fees and Charges due to the Town Center Owner, the issuer of such worthless or otherwise uncollectible check shall reimburse the Town Center Owner for such bank service charge or fee incurred.

5.19 Acceleration. In the event of a default in the payment of any Town Center Fees and Charges, the Town Center Owner may accelerate the Town Center Fees and Charges (as may be applicable) for the next ensuing 12 month period, and for 12 months from each subsequent delinquency.

5.20 Non-Use. No Owner may waive or otherwise escape liability for fees and charges provided for herein by non-use of, or the waiver of the right to use, the Town Center or abandonment of a Home.

5.21 Suspension. Should an Owner not pay sums required hereunder, or otherwise default, for a period of 30 days, the Town Center Owner may, without reducing or terminating an Owner's obligations hereunder, suspend the Owner's (or in the event the Home is leased, the lessee's) rights to use the Town Center (and the rights of all other Resident Users and guests associated with such Owner) until all fees and charges are paid current and/or the default is cured. Suspension is provided for in Article 8 hereof.

ARTICLE 6: MAINTENANCE AND REPAIR OBLIGATIONS

The Town Center Owner shall maintain, or provide for the maintenance of, all of the Town Center Facilities and the Town Center Property so that such Town Center Facilities and Town Center Property shall be in reasonable good working order and condition.

ARTICLE 7: USE RESTRICTIONS

7.1 General Restrictions. The Town Center Owner has adopted the following general restrictions governing the use of the Town Center. Each User and any other person entitled to use the Town Center shall comply with following general restrictions:

7.1.1 Minors. Minors 16 years and older are permitted to use the Town Center Facilities (other than the fitness center) without adult supervision. Minors 16 years of age and older may use the fitness center either with adult supervision or without adult supervision if such minor's parent or legal guardian releases the Town Center Owner from liability for such use pursuant to consent form(s) provided by the Town Center Owner from time to time; provided, however, parents are responsible for the actions and safety of such minors and any damages to the equipment in the fitness center caused by such minors. Minors under 16 years of age are not permitted to use the fitness center. Minors under 16 years of age are not permitted to use the swimming pool without adult supervision. Parents are responsible for the actions and safety of such minors and any damages to the pool(s) caused by such minors. Notwithstanding the foregoing, if minors use the Town Center Facilities without the proper execution of a consent form or without adult supervision, the Town Center Owner is and shall not be liable for the actions of such minors. By virtue of using the Town Center Facilities, each parent of a minor using the Town Center Facilities does thereby unconditionally, fully and completely release Declarant and Town Center Owner and their respective shareholders, members, partners, officers, directors, attorneys, agents and employees and any persons or entities related to the foregoing (collectively, the "Released Parties") from all and every manner of causes of action, claims, suits, controversies, liabilities, trespasses, damages, judgments, executions and demands whatsoever, whether in law or in equity, which the minor or the parent has, can, shall, or may have in the future, both known and unknown, against any person or entity comprising the Released Parties for, upon, or by reason of any matter, cause, or thing whatsoever respecting or resulting from the use of the Town Center Facilities by the minor, including, but not limited

to, the negligent or more culpable acts or omissions of any of the Released Parties or any other person using the Town Center Facilities and specifically including, but not being limited to, claims or liabilities arising from the death of or personal injury to the minor, all of which are waived. This release and waiver is intended to be as broad and inclusive as permitted from time to time by the laws of the State of Florida.

7.1.2 Responsibility for Personal Property and Persons. Each User assumes sole responsibility for the health, safety and welfare of such User, guests, and the personal property of all of the foregoing, and each User shall not allow any of the foregoing to damage the Town Center Facilities or the Town Center Property or interfere with the rights of other Users hereunder. Each Owner shall remain liable for all actions of an Owner's tenants, even if there is language to contrary contained in the lease agreement.

7.1.3 Personal Property, Cars and Private Golf Carts. The Town Center Owner is not responsible for any loss or damage to any private property used, placed or stored on the Town Center Facilities or the Town Center Property. Without limiting the foregoing, any person parking a car or a private golf cart within any parking areas located on the Town Center Property assumes all risk of loss with respect to his or her car or private golf cart in the parking areas. Further, any person entering the Town Center Facilities assumes all risk of loss with respect to his or her equipment, jewelry or other possessions stored in the fitness center lockers, on bicycles, or within cars or golf carts, and wallets, books, clothing or any other item of personal property left in the pool areas.

7.1.4 Activities. Any User, guest or other person who, in any manner, makes use of, or accepts the use of, any apparatus, appliance, facility, privilege or service whatsoever owned, leased or operated by the Town Center, or who engages in any contest, game, function, exercise, competition or other activity operated, organized, arranged or sponsored by the Town Center, either on or off the Town Center Facilities, shall do so at their own risk. Every User shall be liable for any property damage and/or personal injury at the Town Center, or at any activity or function operated, organized, arranged or sponsored by the Town Center, caused by any User or guest. No User may use the Town Center Facilities for any Town Center, society, party, religious, political, charitable, fraternal, civil, fundraising or other purposes without the prior written consent of the Town Center Owner, which consent may be withheld for any reason.

7.1.5 Nuisances. No nuisance shall be permitted within the Town Center Facilities or upon the Town Center Property, and no use or practice which is an unreasonable source of annoyance to any User or other user of the Town Center or which shall interfere with the peaceful and proper use of the Town Center by any other person shall be permitted. No unreasonably offensive or unlawful action shall be permitted and all laws, zoning ordinances and regulations of all controlling governmental authorities shall be complied with at all times by the Users.

7.1.6 Property Belonging to the Town Center. No Person other than the Town Center Owner shall be entitled to remove any property or furniture belonging to the Town Center from the room in which it is placed or from the Town Center Facilities.

7.2 Release of the Town Center Owner. In addition, each Owner by virtue of accepting title to a Home and each other User by virtue of its use of the Town Center Facilities, does unconditionally, fully and completely release the Released Parties from all and every manner of causes of action, claims, suits, controversies, liabilities, trespasses, damages, judgments, executions and demands whatsoever, whether in law or in equity, which such Owner or User has, can, shall, or may have in the future, both known and unknown, against any person or entity comprising the Released Parties for, upon, or by reason of any matter, cause, or thing whatsoever respecting or resulting from the use of the Town Center Facilities, including, but not limited to, the negligent or more culpable acts or omissions of any of the Released Parties or any other person using the Town Center Facilities, and specifically including, but not being limited to, claims or liabilities arising from death of or personal injury, all of which are waived. This release and waiver is intended to be as broad and inclusive as is permitted from time to time by the laws of the State of Florida.

7.3 Attorneys' Fees. Should any User or Owner bring suit against the Town Center Owner or any of the Indemnified Parties (as defined hereinafter) for any claim or matter and fail to obtain judgment

therein against such Indemnified Parties, the User or Owner shall be liable to such parties for all Losses, costs and expenses incurred by the Indemnified Parties in the defense of such suit, including attorney's fees and paraprofessional fees incurred before trial, upon appeal or in any bankruptcy or administrative proceeding.

7.4 Rules and Regulations.

7.4.1 Initial Rules and Regulations. In addition to the terms of this Article, the Town Center Owner may establish Rules and Regulations for the governance of use privileges of the Users of the Town Center Facilities.

7.4.2 Additions or Changes to the Rules and Regulations. The Town Center Owner may promulgate additional Rules and Regulations or change the existing Rules and Regulations in its sole discretion. Such Rules and Regulations shall be specifically binding upon each User and their guests. Copies of such Rules and Regulations as amended from time to time shall be posted in the Town Center Facilities. Copies will also be furnished to any User or guest upon request. Town Center Owner shall not be required to record the Rules and Regulations or any additions or changes to the Rules and Regulations, however, Town Center Owner may do so in its sole discretion. The Rules and Regulations as well as the use restrictions from Article 7 hereof shall apply to all Users whether they are Resident Users or Non-Resident Users and to all guests and lessees of Resident Users. Since the Town Center Owner may modify the Rules and Regulations at any time and does not need to record same in the records of the County, no User should assume that the Rules and Regulations previously provided to an Owner or any recorded additions or changes thereto are complete and up to date at a later time. Users should always check with the representatives of the Town Center Owner at the Town Center Facilities for the latest Rules and Regulations.

7.5 Waiver of Rules and Regulations. The Town Center Owner may waive the application of any Rules and Regulations to one or more Owners, Users, lessees and guests in the Town Center Owner's sole and absolute discretion. A waiver may be revoked at any time upon prior written notice.

ARTICLE 8: SUSPENSION OR TERMINATION OF USE PRIVILEGES.

8.1 Basis For Suspension. The use privileges of a User may be suspended by Town Center Owner if, in the sole judgment of the Town Center Owner:

8.1.1 such person is not a User or a lessee or guest of same;

8.1.2 the User or tenant or guest thereof, violates one or more of the provisions of these Town Center Covenants or the Rules and Regulations;

8.1.3 an Owner fails to pay Town Center Fees and Charges in a proper and timely manner; or

8.1.4 a User and/or guest has injured, harmed or threatened to injure or harm any person within the Town Center Facilities or on the Town Center Property, or harmed, destroyed or stolen any personal property within the Town Center Facilities, whether belonging to a third party or to the Town Center Owner.

8.1.5 submits false information on the User Application or any information statement as described herein;

8.1.6 permits his or her User card to be used by anyone other than the designated holder; or

8.1.7 exhibits unsatisfactory behavior, conduct or appearance;

8.2 Types of Suspension. The Town Center Owner may restrict or suspend, for cause or causes described in the preceding Section, use privileges regarding any or all of the Town Center

Facilities or the Town Center Property. By way of example, and not as a limitation, the Town Center Owner may suspend the use privileges of a lessee if such lessee's Owner fails to pay Town Center Fees and Charges due in connection with a leased Home. No User whose privileges have been fully or partially suspended shall, on account of any such restriction or suspension, be entitled to any refund or abatement of Town Center Fees and Charges or any other fees. During the restriction or suspension, Town Center Fees and Charges, as may be applicable, shall continue to accrue and be payable. Under no circumstance will a User be reinstated until all Town Center Fees and Charges and other amounts due to the Town Center Owner are paid in full.

8.3 Termination/Suspension of Non-Resident Users. The Town Center Owner may restrict, suspend or terminate the use privileges of a Non-Resident User in accordance with the terms and provisions of the separate agreement between Town Center Owner and such Non-Resident User.

ARTICLE 9: MISCELLANEOUS PROVISIONS

9.1 Easement for Public Service Use and Public Utilities and Construction. Declarant hereby reserves and covenants for itself and its successors and assigns easements of ingress and egress over and across the Town Center Property for public services (including, without limitation, the right of the police and fire department to enter upon any part of the Town Center Property for the purpose of rendering their respective services) and for agents and employees of utility companies servicing the Sun City Center Ft. Myers Development.

9.2 Non-Exclusive License. The provisions of these Town Center Covenants do not grant any ownership rights in the Town Center in favor of the Users, but rather grant a non-exclusive license to use the Town Center subject to full compliance with all obligations imposed by these Town Center Covenants and the Rules and Regulations.

9.3 Destruction. In the event of the damage by partial or total destruction by fire, windstorm, or any other casualty for which insurance shall be payable, any insurance proceeds shall be paid to the Town Center Owner. If the Town Center Owner elects, in the Town Center Owner's sole and absolute discretion, to reconstruct the Town Center Facilities, the insurance proceeds shall be available for the purpose of reconstruction or repair of the Town Center Facilities; provided, however, the Town Center Owner shall have the right to change the design or facilities comprising the Town Center in its sole and absolute discretion. There shall be no abatement in payments of Town Center Charges or Town Center Fees during casualty or reconstruction. The reconstruction or repair, when completed, shall, to the extent legally possible, restore the Town Center Facilities substantially to the condition in which they existed before the damage or destruction took place. After all reconstruction or repairs have been made, if there are any insurance proceeds left over, then and in that event, the excess shall be the sole property of the Town Center Owner. If the Town Center Owner elects not to reconstruct the Town Center Facilities, the Town Center Owner may unilaterally terminate these Town Center Covenants by instrument recorded in the public records of the County.

9.4 Risk of Loss. The Town Center Owner shall not be liable for, and the Users assume, all risks that may occur by reason of, any condition or occurrence, including, but not limited to, damage to the Town Center on account of casualty, water or the bursting or leaking of any pipes or wastewater about the Town Center, or from any act of negligence of any other person, or fire, or hurricane, or other act of God, or from any cause whatsoever, occurring after the date of the recording of these Town Center Covenants. No Owner shall be entitled to cancel these Town Center Covenants or any abatement in Town Center Fees and Charges on account of any such occurrence.

9.5 Eminent Domain. If, during the operation of these Town Center Covenants, an eminent domain proceeding is commenced affecting the Town Center Property and/or the Town Center Facilities, then in that event, the following conditions shall apply:

9.5.1 Complete Taking. If the whole or any material part of the Town Center Property and/or the Town Center Facilities is taken under the power of eminent domain, the Town Center Owner may unilaterally terminate these Town Center Covenants by written instrument recorded in the public

records of the County. All damages awarded in relation to the taking shall be the sole property of the Town Center Owner.

9.5.2 Partial Taking. Should a portion of the Town Center Property and/or the Town Center Facilities be taken in an eminent domain proceeding which requires the partial demolition of any of the improvements located on the Town Center Property so that the Town Center Owner determines the taking is in effect a complete taking, then, in such event, the Town Center Owner shall have the option, to the extent legally possible, utilize, a portion of the proceeds of such taking for the restoration, repair, or remodeling of the remaining improvements to the Town Center, or to terminate these Town Center Covenants as provided in Section 9.5.1 above. All damages awarded in relation to the taking shall be the sole property of the Town Center Owner, and the Town Center Owner shall determine what portion of such damages, if any, shall be applied to restoration, repair, or remodeling.

9.6 Indemnification of the Town Center Owner and Declarant. Each Owner and User covenants and agrees to indemnify, defend and hold harmless the Declarant and the Town Center Owner and their respective shareholders, members, partners, officers, directors, attorneys, agents and employees and any persons or entities related to the foregoing (collectively, the "Indemnified Parties") from and against any and all claims, suits, actions, causes of action, losses, liabilities, damages, including without limitation, any personal injury, loss of life, or damage to property, whether direct, indirect, or consequential, as a result of or in any way related to the use of the Town Center Property or the Town Center Facilities by such Owner or User (or the use of the Town Center Facilities or Town Center Property by any minor, houseguest, licensee, lessee or other guest or invitee of such Owner or User or the use of the Town Center Facilities or Town Center Property by any Resident User sharing a Home with such Owner) or otherwise resulting from or arising out of the activities or operations of such Owner or User. The terms and provisions of this Section 9.6 shall include an obligation to indemnify the Indemnified Parties from and against all costs, expenses, court costs, counsel fees, paraprofessional fees (including, but not limited to, all trial and appellate levels and whether or not suit be instituted), expenses and liabilities incurred or arising from any such claim, the investigation thereof, or the defense of any action or proceedings brought thereon, and from and against any orders judgments or decrees which may be entered relating thereto. The indemnifications provided in this Section shall survive termination of these Town Center Covenants.

9.7 No Waiver. The failure of the Town Center Owner in one or more instances to insist upon strict performance or observance of one or more of these Town Center Covenants or conditions hereof or to exercise any remedy, privilege or option herein conferred upon or reserved to the Town Center Owner, shall not operate or be construed as a relinquishment or waiver of such covenant or condition or of the right to enforce the same or to exercise such privilege, option or remedy, but the same shall continue in full force and effect. The receipt by the Town Center Owner of any payment required to be made by any Owner, or any part thereof, shall not be a waiver of any other payment then due, nor shall such receipt, though with knowledge of the breach of any covenant or condition hereof, operate as, or be deemed to be a waiver of such breach. No waiver of the Town Center Owner with respect to a User shall be effective unless made by the Town Center Owner in writing. This indemnification is intended to be as broad and as inclusive as is permitted from time to time by the laws of the State of Florida.

9.8 Franchises and Concessions. The Town Center Owner shall have the power and may grant franchises or concessions to commercial concerns on all or part of the Town Center Property or within the Town Center Facilities and shall be entitled to all income derived therefrom.

9.9 Resolution of Disputes. By acceptance of title to a Home, each Owner agrees that these Town Center Covenants comprise a very complex document. Accordingly, each Owner agrees that justice will best be served if all disputes respecting these Town Center Covenants are heard by a judge and not a jury. Any claim, demand, action, or cause of action, with respect to any action, proceeding, claim, counterclaim, or cross claim, whether in contract and/or in tort (regardless if the tort action is or is not presently recognized under Florida law), based on, arising out of, in connection with or in any way related to these Town Center Covenants, including any course of conduct, course of dealing, verbal or written statement, validation, protection, enforcement action or omission of any party, shall be heard in a court proceeding by a judge and not a jury.

9.10 Venue. Each Owner acknowledges regardless of where such Owner (i) executed a purchase and sale agreement, (ii) resides, (iii) obtains financing or (iv) closed on a Home, these Town Center Covenants legally and factually were executed in the County. The Town Center Owner has an office in the County, and the Residential Property is located in the County. Accordingly, an irrefutable presumption exists that the only appropriate venue for the resolution of any dispute lies in the County. In addition to the foregoing, each Owner, builder and the Town Center Owner agree that the venue for resolution of any dispute lies in the County.

9.11 Release. Before accepting title to a Home or any portion of the Residential Property, each Owner has an obligation to retain an attorney in order to confirm the validity of these Town Center Covenants. By acceptance of a Deed to a Home or any portion of the Residential Property, each Owner acknowledges that he or she has sought (or had the option to seek) and received (or declined to obtain) such an opinion or has made an affirmative decision not to seek such an opinion. The Town Center Owner is relying on each Owner confirming in advance of acquiring a Home that these Town Center Covenants are valid, fair and enforceable. Such reliance is detrimental to the Town Center Owner. Accordingly, an estoppel and waiver exists prohibiting each Owner from taking the position that any provision of these Town Center Covenants are invalid in any respect. As a further material inducement for the Town Center Owner to subject the Town Center Property to these Town Center Covenants, each Owner does hereby release, waive, discharge, covenant not to sue, acquit, satisfy and forever discharge each of the Released Parties from any and all liability, claims, counterclaims, defenses, actions, causes of action, suits, controversies, agreements, promises and demands whatsoever in law or in equity which an Owner may have in the future, or which any personal representative, successor, heir or assign of an Owner hereafter can, shall or may have against the Town Center Owner, its officers, directors, employees, and agents, and its affiliates and assigns, for, upon or by reason of any matter, cause or thing whatsoever respecting these Town Center Covenants, or the exhibits hereto. This release and waiver is intended to be as broad and inclusive as permitted by the laws of the State of Florida.

9.12 Amendment. The Town Center Owner shall have the right to amend these Town Center Covenants as it deems appropriate, without the joinder or consent of any person or entity whatsoever, provided, however, that no amendment shall alter the provisions of these Town Center Covenants benefiting Lenders without the prior approval of the Lender(s) enjoying the benefit of such provisions. No amendment shall be effective until it is recorded in the public records of the County. The Town Center Owner's right to amend under this provision is to be construed as broadly as possible. Without limiting the generality of the foregoing, the Town Center Owner, without the joinder or consent of any person or entity whatsoever, may amend and restate this Declaration in its entirety in order to consolidate this Declaration and any supplements or amendments thereto into one document. Notwithstanding any provision to the contrary, if the Community Association purchases the Town Center pursuant to the provisions of Section 9.20 hereof, this Declaration shall thereafter be amended only upon (a) the approval of a majority of the members of the Community Association's board of directors, and (b) an affirmative vote of at least 66⅔ % of the total voting interests in the Community Association.

9.13 Headings. The headings within these Town Center Covenants are for convenience only and shall not be used to limit or interpret the terms hereof.

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

9.15 Term. The covenants and restrictions of these Town Center Covenants shall run with and bind the Residential Property and the Town Center Property covered thereby, and shall inure to the benefit of and be enforceable by the Declarant and the Town Center Owner and to the benefit and burden of the Owners and Users and their respective legal representatives, successors, heirs and assigns, for a term of 30 years from the date this Declaration is recorded in the public records of the County, after which time said covenants, conditions, reservation of easements, equitable servitudes and restrictions shall be automatically extended for successive periods of 10 years, unless an instrument, approved by Town Center Owner, has been recorded in the public records of the County agreeing to terminate such covenants in whole or in part, prior to the end of the initial 30 year period or any subsequent 10 year period (provided, however, that if the Community Association becomes the owner of the Town Center pursuant to Section 9.20 hereof and owes monies to the prior Town Center Owner pursuant to a

mortgage or other written financial obligation, this Declaration may not be terminated or be permitted to not be renewed without the joinder and consent of such prior Town Center Owner for so long as such monies are due and owing in whole or in part).

9.16 Future Deeds of Conveyance. Each Owner, by virtue of taking title to a Home, hereby agrees that the deed of conveyance of the Home to a third party shall specifically state that the Home is subject to the terms of this instrument and shall state the recording book and page information for this instrument as recorded in the public records of the County. The intent of this provision is to defeat any potential argument or claim that Chapter 712, Florida Statutes, has extinguished the application of this instrument to each of the Homes.

9.17 Costs and Attorneys' Fees. In any proceeding arising out of these Town Center Covenants either directly or indirectly or with regard to any alleged violation of the Rules and Regulations, as the same may be respectively amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees (including appellate attorneys' fees).

9.18 Interpretation. The provisions of these Town Center Covenants shall be liberally construed to effectuate its purpose of creating a uniform plan for the maintenance of community recreational facilities and other commonly used facilities. The article and section headings have been inserted for convenience only, and shall not be considered or referred to in resolving questions of interpretation or construction. Unless the context requires a contrary construction, the singular shall include the plural and the plural, the singular; and the masculine, feminine and neuter shall each include the masculine, feminine and neuter. In the event that there is any ambiguity or question regarding the provisions of this Declaration, Declarant's reasonable determination and interpretation of such matter shall be conclusive and binding.

9.19 Notices. Any notice permitted or required to be delivered as provided herein shall be in writing and may be delivered either personally or by mail. If delivery is made by mail, it shall be sent postage prepaid via the U.S. Mail and addressed to the intended recipient at the address given in writing by such person to the Declarant or the Town Center Owner for the purpose of service of such notice, or to the Home address of such Person if no other address has been given to the Declarant or the Town Center Owner. Such address may be changed from time to time by notice in writing to the Declarant or the Town Center Owner. Such notice shall be deemed received as of the time personally received and signed for if by personal delivery, or 5 days after the time the notice was postmarked.

9.20 Transfer of the Town Center to the Community Association.

9.20.1 Community Association's Option to Purchase. Commencing on the later of completion and sale of all Homes in the Development or December 1, 2011 ("Option Date"), the Community Association shall have the option to purchase the Town Center from the Town Center Owner ("Purchase Option"). This Purchase Option may be exercised by a decision of a majority of the members of the Community Association's board of directors, without approval or joinder of any owner or any other person. Such Purchase Option shall be exercised by written notice ("Option Notice") to Declarant signed by the approving members of the Community Association's board of directors, which Option Notice shall be delivered to the Town Center Owner at the following address (or such other address or such other person as may be designated by the Town Center Owner from time to time pursuant to written notice provided to the Community Association):

Bay Colony-Gateway, Inc.
24301 Walden Center Drive
Bonita Springs, Florida 34134
Attention: David Fry

The Option Notice shall be irrevocable once executed by a majority of the members of the Community Association's board of directors.

9.20.2 Terms of Purchase. Prior to or upon transfer of the Town Center to the Community Association pursuant to Section 9.20.3 hereof, the Community Association shall comply with the following:

9.20.2.1 Purchase Price. The purchase price for the Town Center ("Purchase Price") shall be the sum of:

9.20.2.1.1 the amount of application of a capitalization rate of 8.5% applied to the total Town Center Membership Fees to be paid by all Owners for a particular fee period; and

9.20.2.1.2 all of the costs and expenses necessary to effect transfer of the Town Center, including, but not limited to, the cost of the owner's policy of title insurance, any mortgagee title insurance policy, survey costs, all documentary stamp taxes and recording fees due and owing in connection with the transfer, the Town Center Owner's attorney's fees, and the cost of preparing all closing and transfer documents.

9.20.2.2 Third Party Financing. The Community Association shall be permitted to obtain third party financing in connection with the purchase of the Town Center.

9.20.2.3 Possible Financing through Town Center Owner. The Town Center Owner may, but shall not be required to, provide financing to the Community Association to purchase the Town Center, such financing to be based upon the Purchase Price and other terms mutually agreed upon by the Town Center Owner and the Community Association.

9.20.2.4 Nature of Transfer. The conveyance of the Town Center Property shall be subject to all easements, restrictions, reservations, conditions, limitations and declarations of record as of the date of transfer (including, without limitation, this Declaration), real estate taxes for the year of transfer, zoning and land use regulations, and matters of survey. The Community Association shall be deemed to have assumed and agreed to pay all continuing obligations and service and similar contracts relating to the ownership, operation, maintenance and administration of the Town Center. The Community Association shall, and does hereby, indemnify and hold the Town Center Owner harmless on account thereof. The Community Association shall be obligated to accept such conveyance without setoff, condition or qualification of any nature. The Town Center Property and the Town Center Facilities shall be conveyed in an "as is, where is" condition WITHOUT ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, IN FACT OR BY LAW, AS TO THE CONDITION, FITNESS OR MERCHANTABILITY OF THE PROPERTY BEING CONVEYED.

9.20.3 Documentation of Transfer. At the time that the Town Center is transferred to the Community Association, the Town Center Owner shall be obligated to deliver the following:

9.20.3.1 a special warranty deed for the Town Center Property;

9.20.3.2 a quit claim bill of sale for all items of personal property contained within, about or pertaining to the Town Center;

9.20.3.3 an owner's policy of title insurance; and

9.20.3.4 all affidavits and other documents necessary to effect the transfer of the Town Center.

9.20.4 Payments by Owners. At the time of transfer of the Town Center to the Community Association, the Owner will no longer be obligated to pay any monies to the Town Center Owner under these Town Center Covenants, but shall be required to pay its pro rata portion of principal and interest under any financing obtained by the Community Association in connection with the acquisition of the Town Center and the costs of maintenance and operation of the Town Center, as well as any other charges levied by the Community Association pursuant to these Town Center Covenants or the Community Declaration.

9.20.5 Early Offer to Purchase by the Community Association. If the Community Association desires to exercise the Purchase Option prior to the Option Date, based upon a decision of a majority of the members of the Community Association's board of directors, notice shall be given to the Town Center Owner in the same manner as provided in Section 9.20.1, and within 30 days of receipt, the Town Center Owner shall provide the Community Association with written notice of the price as determined by the Town Center Owner as of the date of such notice, which price shall be determined by the Town Center Owner in its sole discretion and without requirement for application of the provisions of Section 9.20.2.1 hereof. If such price is acceptable to the Community Association's board of directors, or if the Community Association and the Town Center Owner negotiate a mutually acceptable price, the transfer of the Town Center and the payment therefore shall proceed in accordance with the provisions of this Section, and there shall be no requirement for joinder or approval of any Owner of any other person.

9.20.6 Acknowledgement and Agreement of the Community Association. The Community Association, by virtue of execution of a joinder and consent instrument, acknowledges and agrees to the terms and provisions of this Declaration, most specifically those contained in Section 9.20 hereof.

9.21 Acknowledgements and Agreements by Owners. Each Owner, by virtue of taking title to a Home subject to this Declaration, agrees and shall be deemed to agree with the following:

9.21.1 the provisions and enforceability of this Declaration were a material consideration in the initial conveyance by Declarant of such Home to the Owner (or his predecessor in title), and that Declarant would not have made such conveyance had this Declaration not been included and enforceable as provided herein;

9.21.2 it is in the best interest of each Owner, for the Development as a whole and for property values therein to provide that the Town Center be contained within the Development;

9.21.3 there were significant other housing opportunities available to each Owner in the general location of the Development, and that the Home and the rights to use the Town Center pursuant to this Declaration were material in each Owner's decision to purchase a Home in the Development and were considered to be a "single product;"

9.21.4 the Town Center is an integral part of the Development;

9.21.5 full disclosure of the nature of the Town Center and the obligations and rights associated therewith was made to each Owner prior to that Owner purchasing a Home;

9.21.6 each Owner had the opportunity to consult with an attorney concerning the provisions of this Declaration; and

9.21.7 the terms of this Declaration do not grant any ownership rights in the Town Center (save and except for indirect ownership rights resulting from the Community Association coming into ownership of the Town Center pursuant to Section 9.20 hereof), but rather grant a non-exclusive right to use the Town Center subject to compliance with the terms and provisions hereof.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Declarant has caused these presents to be duly executed and its corporate seal affixed this 4th day of December, 2001.

WITNESSES:

Bay Colony-Gateway, Inc., a Delaware corporation

Name: Denise L. Lavery
Print Name: Denise L. Lavery

By: [Signature]
Tim Oak, Vice President

Name: Caroline Smith
Print Name: Caroline Smith

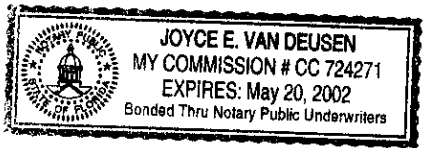
(Corporate Seal)

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me this 4th day of December, 2001, by Tim Oak, as Vice President of Bay Colony-Gateway, Inc., a Delaware corporation, on behalf of the corporation. He is personally known to me.

My Commission Expires:

(AFFIX NOTARY SEAL)



Joyce E. Van Deusen
(Signature)

Name: Joyce E. Van Deusen
(Legibly Printed or Typed)
Notary Public, State of Florida

CC 724271
(Commission Number, if any)

JOINDER AND CONSENT

Sun City Center Ft. Myers Community Association, Inc., a Florida not-for-profit corporation, hereby joins in and consents to the terms and provisions of the Town Center Declaration for Sun City Center Ft. Myers (most specifically the provisions of Section 9.20 thereof) to which this instrument is attached.

Dated this 4th day of December, 2001.

WITNESSES:

Sun City Center Ft. Myers Community Association, Inc., a Florida not-for-profit corporation

Name: Denise L. Lavery
Print Name: Denise L. Lavery

By: [Signature]
Tim Oak, President

Name: Andrew Smith
Print Name: Andrew Smith

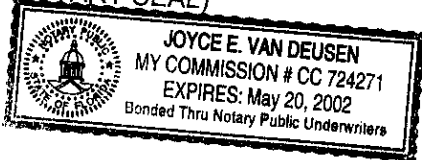
(Corporate Seal)

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me this 4th day of December, 2001, by Tim Oak, as President of Sun City Center Ft. Myers Community Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation. He is personally known to me.

My Commission Expires:

(AFFIX NOTARY SEAL)



Joyce E. Van Deusen
(Signature)

Name: Joyce E. Van Deusen
(Legibly Printed or Typed)
Notary Public, State of Florida

CC 724271
(Commission Number, if any)

**CONSENT OF MORTGAGEE REGARDING
TOWN CENTER DECLARATION FOR SUN CITY CENTER FT. MYERS**

Fleet National Bank, f/k/a BankBoston, N.A., a national banking association, as Agent for the Banks (the "Mortgagee"), the holder of that certain Second Consolidated, Amended and Restated Mortgage and Security Agreement and Notice of Future Advance, dated April 26, 2000 and recorded in Official Records Book 3248, Page 3065, of the Public Records of Lee County, Florida (the "Mortgage"), which Mortgage constitutes a lien upon the real property described in the Town Center Declaration for Sun City Center Ft. Myers dated December 4, 2001, to which this Consent is attached (the "Declaration"), hereby consents to Bay Colony-Gateway, Inc., a Delaware corporation (the "Declarant"), recording the Declaration and subjecting the real property described in the Declaration to the terms and provisions of such Declaration.

Notwithstanding the execution of this consent, nothing herein shall be construed to render the Mortgagee responsible or liable for the performance of any of the covenants or undertakings of the Declarant under the Declaration nor shall this consent affect the priority of the Mortgage lien and interest of the Mortgagee.

Dated this 3 day of December, 2001.

WITNESSES:

[Signature]
Name: DANIEL P. STEGEMOETTER

[Signature]
Name: OLIVIA A. NARR

Fleet National Bank, f/k/a BankBoston, N.A., a national banking association

By: [Signature]
Steven P. Selbo, Director

(SEAL)

STATE OF GEORGIA
COUNTY OF DEKALB Cobb

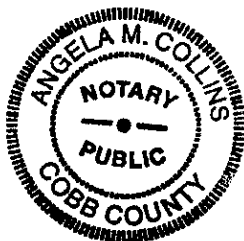
The foregoing instrument was acknowledged before me this 3 day of December, 2001, by Steven P. Selbo, as Director of Fleet National Bank, f/k/a/ BankBoston, N.A., who either is personally known to me or has produced _____ as identification.

My Commission Expires: 1/19/02

(AFFIX NOTARY SEAL)

[Signature]
(Signature)
Name: Angela M. Collins
(Legibly Printed)
Notary Public, State of Georgia

(Commission Number, if any)



My Commission Expires
January 19, 2002.

Exhibit A

Description of the Town Center Property

As of the date of recording of the Declaration, there are no properties which have been committed as part of the Town Center Property because the Town Center Facilities have not been completed. Declarant contemplates completion of the initial portions of the Town Center Facilities in the coming months, and upon such completion Declarant shall amend this Declaration and this exhibit, pursuant to Section 2.4 of the Declaration, to provide a specific legal description of such property.

Exhibit B**Legal Description of the Residential Property**Avila at Sun City Center Ft. Myers, A CondominiumPhase I

PART OF TRACT "I", SUN CITY CENTER FT. MYERS, PHASE ONE, AS RECORDED IN PLAT BOOK 69, PAGES 76-81, PUBLIC RECORDS LEE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A TRACT OR PARCEL OF LAND SITUATED IN THE STATE OF FLORIDA, COUNTY OF LEE, LYING IN SECTION 2, TOWNSHIP 45 SOUTH, RANGE 25 EAST, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 2, TOWNSHIP 45 SOUTH, RANGE 25 EAST; THENCE S.89°03'49"W., ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER (SE1/4) OF SAID SECTION FOR 1933.43 FEET; THENCE N.00°56'11"W., FOR 1,938.70 FEET TO THE POINT OF BEGINNING; THENCE N.19°00'00"E., FOR 377.22 FEET TO A POINT OF CURVATURE; THENCE NORTHERLY 119.37 FEET ALONG THE ARC OF A TANGENTIAL CIRCULAR CURVE TO THE RIGHT HAVING A RADIUS OF 1,700.00 FEET THROUGH A CENTRAL ANGLE OF 04°01'23" AND BEING SUBTENDED BY A CHORD WHICH BEARS N.21°00'42"E. FOR 119.34 FEET TO A POINT OF COMPOUND CURVATURE; THENCE EASTERLY 48.17 FEET ALONG THE ARC OF A TANGENTIAL CIRCULAR CURVE TO THE RIGHT HAVING A RADIUS OF 30.00 FEET THROUGH A CENTRAL ANGLE OF 91°59'25" AND BEING SUBTENDED BY A CHORD WHICH BEARS N.69°01'05"E. FOR 43.16 FEET; THENCE S.64°59'12"E., FOR 15.79 FEET; THENCE S.72°20'21"E., FOR 62.51 FEET; THENCE S.64°59'12"E., FOR 208.44 FEET TO A POINT OF CURVATURE; THENCE SOUTHERLY 45.95 FEET ALONG THE ARC OF A TANGENTIAL CIRCULAR CURVE TO THE RIGHT HAVING A RADIUS OF 30.00 FEET THROUGH A CENTRAL ANGLE OF 87°45'11" AND BEING SUBTENDED BY A CHORD WHICH BEARS S.21°06'36"E. FOR 41.59 FEET; THENCE S.22°45'59"W., FOR 221.73 FEET TO A POINT OF CURVATURE; THENCE WESTERLY 49.23 FEET ALONG THE ARC OF A TANGENTIAL CIRCULAR CURVE TO THE RIGHT HAVING A RADIUS OF 30.00 FEET THROUGH A CENTRAL ANGLE OF 94°01'51" AND BEING SUBTENDED BY A CHORD WHICH BEARS S.69°46'54"W. FOR 43.89 FEET TO A POINT OF COMPOUND CURVATURE; THENCE NORTHWESTERLY 48.89 FEET ALONG THE ARC OF A TANGENTIAL CIRCULAR CURVE TO THE RIGHT HAVING A RADIUS OF 90.00 FEET THROUGH A CENTRAL ANGLE OF 31°07'33" AND BEING SUBTENDED BY A CHORD WHICH BEARS N.47°38'24"W. FOR 48.29 FEET TO A POINT OF REVERSE CURVATURE; THENCE SOUTHERLY 250.84 FEET ALONG THE ARC OF A TANGENTIAL CIRCULAR CURVE TO THE LEFT HAVING A RADIUS OF 55.00 FEET THROUGH A CENTRAL ANGLE OF 261°18'52" AND BEING SUBTENDED BY A CHORD WHICH BEARS S.17°15'57"W. FOR 83.45 FEET TO A POINT OF REVERSE CURVATURE; THENCE EASTERLY 63.86 FEET ALONG THE ARC OF A TANGENTIAL CIRCULAR CURVE TO THE RIGHT HAVING A RADIUS OF 90.00 FEET THROUGH A CENTRAL ANGLE OF 40°39'26" AND BEING SUBTENDED BY A CHORD WHICH BEARS N.86°56'13"E. FOR 62.53 FEET; THENCE S.72°44'04"E., FOR 8.15 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY 73.74 FEET ALONG THE ARC OF A TANGENTIAL CIRCULAR CURVE TO THE LEFT HAVING A RADIUS OF 50.00 FEET THROUGH A CENTRAL ANGLE OF 84°29'58" AND BEING SUBTENDED BY A CHORD WHICH BEARS N.65°00'57"E. FOR 67.24 FEET; THENCE N.22°45'59"E., FOR 70.36 FEET TO A POINT OF CURVATURE; THENCE EASTERLY 52.65 FEET ALONG THE ARC OF A TANGENTIAL CIRCULAR CURVE TO THE RIGHT HAVING A RADIUS OF 30.00 FEET THROUGH A CENTRAL ANGLE OF 100°32'55" AND BEING SUBTENDED BY A CHORD WHICH BEARS N.73°02'26"E. FOR 46.15 FEET TO A POINT OF COMPOUND CURVATURE; THENCE SOUTHEASTERLY 40.06 FEET ALONG THE ARC OF A TANGENTIAL CIRCULAR CURVE TO THE RIGHT HAVING A RADIUS OF 90.00 FEET THROUGH A CENTRAL ANGLE OF 25°30'10" AND BEING SUBTENDED BY A CHORD WHICH BEARS S.43°56'01"E. FOR 39.73 FEET TO A POINT OF REVERSE CURVATURE; THENCE NORTHERLY

250.84 FEET ALONG THE ARC OF A TANGENTIAL CIRCULAR CURVE TO THE LEFT HAVING A RADIUS OF 55.00 FEET THROUGH A CENTRAL ANGLE OF 261°18'52" AND BEING SUBTENDED BY A CHORD WHICH BEARS N.18°09'38"E. FOR 83.45 FEET TO A POINT OF REVERSE CURVATURE; THENCE WESTERLY 26.30 FEET ALONG THE ARC OF A TANGENTIAL CIRCULAR CURVE TO THE RIGHT HAVING A RADIUS OF 90.00 FEET THROUGH A CENTRAL ANGLE OF 16°44'27" AND BEING SUBTENDED BY A CHORD WHICH BEARS S.75°52'27"W. FOR 26.20 FEET TO A POINT OF COMPOUND CURVATURE; THENCE NORTHWESTERLY 62.06 FEET ALONG THE ARC OF A TANGENTIAL CIRCULAR CURVE TO THE RIGHT HAVING A RADIUS OF 30.00 FEET THROUGH A CENTRAL ANGLE OF 118°31'20" AND BEING SUBTENDED BY A CHORD WHICH BEARS N.36°29'41"W. FOR 51.57 FEET; THENCE N.22°45'59"E., FOR 294.95 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY 146.77 FEET ALONG THE ARC OF A TANGENTIAL CIRCULAR CURVE TO THE RIGHT HAVING A RADIUS OF 980.00 FEET THROUGH A CENTRAL ANGLE OF 08°34'51" AND BEING SUBTENDED BY A CHORD WHICH BEARS N.27°03'25"E. FOR 146.63 FEET; THENCE N.31°20'49"E., FOR 136.51 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY 143.57 FEET ALONG THE ARC OF A TANGENTIAL CIRCULAR CURVE TO THE LEFT HAVING A RADIUS OF 1,020.00 FEET THROUGH A CENTRAL ANGLE OF 08°03'52" AND BEING SUBTENDED BY A CHORD WHICH BEARS N.27°18'53"E. FOR 143.45 FEET; THENCE S.66°43'03"E., FOR 148.39 FEET TO A POINT ON A CURVE; THENCE SOUTHWESTERLY 117.78 FEET ALONG THE ARC OF A NON-TANGENTIAL CIRCULAR CURVE TO THE RIGHT HAVING A RADIUS OF 755.00 FEET THROUGH A CENTRAL ANGLE OF 08°56'18" AND BEING SUBTENDED BY A CHORD WHICH BEARS S.26°52'40"W. FOR 117.66 FEET; THENCE S.31°20'49"W., FOR 183.11 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY 124.90 FEET ALONG THE ARC OF A TANGENTIAL CIRCULAR CURVE TO THE LEFT HAVING A RADIUS OF 834.00 FEET THROUGH A CENTRAL ANGLE OF 08°34'51" AND BEING SUBTENDED BY A CHORD WHICH BEARS S.27°03'24"W. FOR 124.79 FEET; THENCE S.22°45'59"W., FOR 224.74 FEET TO A POINT OF CURVATURE; THENCE SOUTHERLY 52.33 FEET ALONG THE ARC OF A TANGENTIAL CIRCULAR CURVE TO THE LEFT HAVING A RADIUS OF 35.00 FEET THROUGH A CENTRAL ANGLE OF 85°40'09" AND BEING SUBTENDED BY A CHORD WHICH BEARS S.20°04'06"E. FOR 47.59 FEET; THENCE S.62°54'10"E., FOR 102.44 FEET TO A POINT OF CURVATURE; THENCE SOUTHERLY 30.08 FEET ALONG THE ARC OF A TANGENTIAL CIRCULAR CURVE TO THE RIGHT HAVING A RADIUS OF 20.00 FEET THROUGH A CENTRAL ANGLE OF 86°11'05" AND BEING SUBTENDED BY A CHORD WHICH BEARS S.19°48'38"E. FOR 27.33 FEET; THENCE S.23°16'55"W., FOR 350.91 FEET; THENCE N.62°54'10"W., FOR 118.16 FEET TO A POINT OF CURVATURE; THENCE WESTERLY 203.51 FEET ALONG THE ARC OF A TANGENTIAL CIRCULAR CURVE TO THE LEFT HAVING A RADIUS OF 330.00 FEET THROUGH A CENTRAL ANGLE OF 35°20'05" AND BEING SUBTENDED BY A CHORD WHICH BEARS N.80°34'13"W. FOR 200.30 FEET; THENCE S.81°45'45"W., FOR 64.08 FEET; THENCE N.70°23'54"W., FOR 286.52 FEET TO THE POINT OF BEGINNING.

CONTAINING 366,777 SQUARE FEET OR 8.42 ACRES, MORE OR LESS.

SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

BEARINGS ARE BASED ON THE SOUTH LINE OF THE SOUTHEAST QUARTER (SE1/4) OF SECTION 2, TOWNSHIP 45 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA AS BEING S.89°03'49"W.

Proposed Phase II

BEING TRACT "I1", SUN CITY CENTER FT. MYERS, PHASE ONE, AS RECORDED IN PLAT BOOK 69, PAGES 76-81, PUBLIC RECORDS LEE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A TRACT OR PARCEL OF LAND SITUATED IN THE STATE OF FLORIDA, COUNTY OF LEE, LYING IN SECTION 2, TOWNSHIP 45 SOUTH, RANGE 25 EAST, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 2, TOWNSHIP 45 SOUTH, RANGE 25

EAST; THENCE S.89°03'49"W., ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER (SE1/4) OF SAID SECTION FOR 1933.43 FEET; THENCE N.00°56'11"W., FOR 1938.70 FEET; THENCE N.19°00'00"E., FOR 377.22 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY 237.47 FEET ALONG THE ARC OF A TANGENTIAL CIRCULAR CURVE TO THE RIGHT HAVING A RADIUS OF 1,700.00 FEET THROUGH A CENTRAL ANGLE OF 08°00'13" AND BEING SUBTENDED BY A CHORD WHICH BEARS N.23°00'07"E. FOR 237.28 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTHEASTERLY 207.59 FEET ALONG THE ARC OF A TANGENTIAL CIRCULAR CURVE TO THE RIGHT HAVING A RADIUS OF 1,700.00 FEET THROUGH A CENTRAL ANGLE OF 06°59'47" AND BEING SUBTENDED BY A CHORD WHICH BEARS N.30°30'07"E. FOR 207.46 FEET; THENCE N.34°00'00"E., FOR 450.56 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY 56.65 FEET ALONG THE ARC OF A TANGENTIAL CIRCULAR CURVE TO THE LEFT HAVING A RADIUS OF 950.00 FEET THROUGH A CENTRAL ANGLE OF 03°24'59" AND BEING SUBTENDED BY A CHORD WHICH BEARS N.32°17'31"E. FOR 56.64 FEET; THENCE CONTINUE NORTHEASTERLY 96.69 FEET ALONG SAID CURVE TO THE LEFT HAVING A RADIUS OF 950.00 FEET THROUGH A CENTRAL ANGLE OF 05°49'53" AND BEING SUBTENDED BY A CHORD WHICH BEARS N.27°40'05"E. FOR 96.65 FEET TO A POINT OF REVERSE CURVATURE; THENCE EASTERLY 47.50 FEET ALONG THE ARC OF A TANGENTIAL CIRCULAR CURVE TO THE RIGHT HAVING A RADIUS OF 30.00 FEET THROUGH A CENTRAL ANGLE OF 90°43'16" AND BEING SUBTENDED BY A CHORD WHICH BEARS N.70°06'46"E. FOR 42.69 FEET; THENCE S.64°31'36"E., FOR 3.56 FEET TO A POINT OF CURVATURE; THENCE EASTERLY 26.86 FEET ALONG THE ARC OF A TANGENTIAL CIRCULAR CURVE TO THE LEFT HAVING A RADIUS OF 100.00 FEET THROUGH A CENTRAL ANGLE OF 15°23'16" AND BEING SUBTENDED BY A CHORD WHICH BEARS S.72°13'14"E. FOR 26.78 FEET TO A POINT OF REVERSE CURVATURE; THENCE EASTERLY 30.69 FEET ALONG THE ARC OF A TANGENTIAL CIRCULAR CURVE TO THE RIGHT HAVING A RADIUS OF 150.00 FEET THROUGH A CENTRAL ANGLE OF 11°43'17" AND BEING SUBTENDED BY A CHORD WHICH BEARS S.74°03'14"E. FOR 30.63 FEET TO A POINT OF REVERSE CURVATURE; THENCE EASTERLY 23.87 FEET ALONG THE ARC OF A TANGENTIAL CIRCULAR CURVE TO THE LEFT HAVING A RADIUS OF 320.00 FEET THROUGH A CENTRAL ANGLE OF 04°16'28" AND BEING SUBTENDED BY A CHORD WHICH BEARS S.70°19'50"E. FOR 23.87 FEET; THENCE S.72°28'03"E., FOR 81.92 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY 47.08 FEET ALONG THE ARC OF A TANGENTIAL CIRCULAR CURVE TO THE RIGHT HAVING A RADIUS OF 30.00 FEET THROUGH A CENTRAL ANGLE OF 89°55'04" AND BEING SUBTENDED BY A CHORD WHICH BEARS S.27°30'31"E. FOR 42.40 FEET; THENCE S.17°27'01"W., FOR 181.82 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY 237.69 FEET ALONG THE ARC OF A TANGENTIAL CIRCULAR CURVE TO THE RIGHT HAVING A RADIUS OF 980.00 FEET THROUGH A CENTRAL ANGLE OF 13°53'48" AND BEING SUBTENDED BY A CHORD WHICH BEARS S.24°23'55"W. FOR 237.11 FEET; THENCE S.31°20'49"W., FOR 136.51 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY 152.76 FEET ALONG THE ARC OF A TANGENTIAL CIRCULAR CURVE TO THE LEFT HAVING A RADIUS OF 1,020.00 FEET THROUGH A CENTRAL ANGLE OF 08°34'51" AND BEING SUBTENDED BY A CHORD WHICH BEARS S.27°03'24"W. FOR 152.61 FEET; THENCE S.22°45'59"W., FOR 132.10 FEET TO A POINT OF CURVATURE; THENCE WESTERLY 48.30 FEET ALONG THE ARC OF A TANGENTIAL CIRCULAR CURVE TO THE RIGHT HAVING A RADIUS OF 30.00 FEET THROUGH A CENTRAL ANGLE OF 92°14'49" AND BEING SUBTENDED BY A CHORD WHICH BEARS S.68°53'23"W. FOR 43.25 FEET; THENCE N.64°59'12"W., FOR 204.51 FEET; THENCE N.57°38'04"W., FOR 62.51 FEET; THENCE N.64°59'12"W., FOR 15.79 FEET TO A POINT OF CURVATURE; THENCE NORTHERLY 48.17 FEET ALONG THE ARC OF A TANGENTIAL CIRCULAR CURVE TO THE RIGHT HAVING A RADIUS OF 30.00 FEET THROUGH A CENTRAL ANGLE OF 91°59'25" AND BEING SUBTENDED BY A CHORD WHICH BEARS N.18°59'30"W. FOR 43.16 FEET TO THE POINT OF BEGINNING.

CONTAINING 260,461 SQUARE FEET OR 5.98 ACRES, MORE OR LESS.

SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

BEARINGS ARE BASED ON THE SOUTH LINE OF THE SOUTHEAST QUARTER (SE1/4) OF SECTION 2, TOWNSHIP 45 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA AS BEING S.89°03'49" W.

Proposed Phase III

PART OF TRACT "I", SUN CITY CENTER FT. MYERS, PHASE ONE, AS RECORDED IN PLAT BOOK 69, PAGES 76-81, PUBLIC RECORDS LEE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A TRACT OR PARCEL OF LAND SITUATED IN THE STATE OF FLORIDA, COUNTY OF LEE, LYING IN SECTION 2, TOWNSHIP 45 SOUTH, RANGE 25 EAST, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 2, TOWNSHIP 45 SOUTH, RANGE 25 EAST; THENCE S.89°03'49"W., ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER (SE1/4) OF SAID SECTION FOR 969.53 FEET; THENCE N.00°56'11"W., FOR 2,768.59 FEET TO THE POINT OF BEGINNING; THENCE N.66°43'03"W., FOR 148.39 FEET TO A POINT ON A CURVE; THENCE NORTHERLY 103.83 FEET ALONG THE ARC OF A NON-TANGENTIAL CIRCULAR CURVE TO THE LEFT HAVING A RADIUS OF 1,020.00 FEET THROUGH A CENTRAL ANGLE OF 05°49'56" AND BEING SUBTENDED BY A CHORD WHICH BEARS N.20°21'59"E. FOR 103.78 FEET; THENCE N.17°27'01"E., FOR 356.87 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY 63.86 FEET ALONG THE ARC OF A TANGENTIAL CIRCULAR CURVE TO THE RIGHT HAVING A RADIUS OF 90.00 FEET THROUGH A CENTRAL ANGLE OF 40°39'26" AND BEING SUBTENDED BY A CHORD WHICH BEARS N.37°46'44"E. FOR 62.53 FEET TO A POINT OF REVERSE CURVATURE; THENCE WESTERLY 250.84 FEET ALONG THE ARC OF A TANGENTIAL CIRCULAR CURVE TO THE LEFT HAVING A RADIUS OF 55.00 FEET THROUGH A CENTRAL ANGLE OF 261°18'52" AND BEING SUBTENDED BY A CHORD WHICH BEARS N.72°32'59"W. FOR 83.45 FEET TO A POINT OF REVERSE CURVATURE; THENCE SOUTHERLY 63.86 FEET ALONG THE ARC OF A TANGENTIAL CIRCULAR CURVE TO THE RIGHT HAVING A RADIUS OF 90.00 FEET THROUGH A CENTRAL ANGLE OF 40°39'26" AND BEING SUBTENDED BY A CHORD WHICH BEARS S.02°52'42"E. FOR 62.53 FEET; THENCE S.17°27'01"W., FOR 75.05 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY 47.17 FEET ALONG THE ARC OF A TANGENTIAL CIRCULAR CURVE TO THE RIGHT HAVING A RADIUS OF 30.00 FEET THROUGH A CENTRAL ANGLE OF 90°04'56" AND BEING SUBTENDED BY A CHORD WHICH BEARS S.62°29'29"W. FOR 42.46 FEET; THENCE N.72°28'03"W., FOR 78.48 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY 54.53 FEET ALONG THE ARC OF A TANGENTIAL CIRCULAR CURVE TO THE RIGHT HAVING A RADIUS OF 150.00 FEET THROUGH A CENTRAL ANGLE OF 20°49'46" AND BEING SUBTENDED BY A CHORD WHICH BEARS N.62°03'10"W. FOR 54.23 FEET TO A POINT OF REVERSE CURVATURE; THENCE NORTHWESTERLY 22.50 FEET ALONG THE ARC OF A TANGENTIAL CIRCULAR CURVE TO THE LEFT HAVING A RADIUS OF 100.00 FEET THROUGH A CENTRAL ANGLE OF 12°53'19" AND BEING SUBTENDED BY A CHORD WHICH BEARS N.58°04'57"W. FOR 22.45 FEET; THENCE N.64°31'36"W., FOR 13.65 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY 43.18 FEET ALONG THE ARC OF A TANGENTIAL CIRCULAR CURVE TO THE RIGHT HAVING A RADIUS OF 30.00 FEET THROUGH A CENTRAL ANGLE OF 82°28'31" AND BEING SUBTENDED BY A CHORD WHICH BEARS N.23°17'21"W. FOR 39.55 FEET TO A POINT OF REVERSE CURVATURE; THENCE NORTHERLY 214.70 FEET ALONG THE ARC OF A TANGENTIAL CIRCULAR CURVE TO THE LEFT HAVING A RADIUS OF 950.00 FEET THROUGH A CENTRAL ANGLE OF 12°56'55" AND BEING SUBTENDED BY A CHORD WHICH BEARS N.11°28'27"E. FOR 214.24 FEET; THENCE N.05°00'00"E., FOR 100.00 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY 70.69 FEET ALONG THE ARC OF A TANGENTIAL CIRCULAR CURVE TO THE RIGHT HAVING A RADIUS OF 45.00 FEET THROUGH A CENTRAL ANGLE OF 90°00'00" AND BEING SUBTENDED BY A CHORD WHICH BEARS N.50°00'00"E. FOR 63.64 FEET; THENCE S.85°00'00"E., FOR 136.83 FEET TO A POINT ON A CURVE; THENCE SOUTHEASTERLY 290.04 FEET ALONG THE ARC OF A NON-TANGENTIAL CIRCULAR CURVE TO THE RIGHT HAVING A RADIUS OF 370.41 FEET THROUGH A CENTRAL ANGLE OF 44°51'49" AND BEING SUBTENDED BY A CHORD WHICH BEARS S.62°33'08"E. FOR 282.69 FEET; THENCE S.06°11'35"W., FOR 159.59 FEET; THENCE S.17°12'43"W., FOR 80.13 FEET; THENCE S.35°22'00"W., FOR 46.01 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY 75.05 FEET ALONG THE ARC OF A TANGENTIAL CIRCULAR CURVE TO THE LEFT HAVING A RADIUS OF 240.00 FEET THROUGH A CENTRAL ANGLE OF 17°54'59" AND BEING SUBTENDED BY A CHORD WHICH BEARS S.26°24'30"W. FOR 74.74 FEET; THENCE S.17°27'01"W., FOR 343.30 FEET TO A POINT OF CURVATURE; THENCE SOUTHERLY 65.34 FEET ALONG THE

ARC OF A TANGENTIAL CIRCULAR CURVE TO THE RIGHT HAVING A RADIUS OF 755.00 FEET THROUGH A CENTRAL ANGLE OF 04°57'31" AND BEING SUBTENDED BY A CHORD WHICH BEARS S.19°55'47"W. FOR 65.32 FEET TO THE POINT OF BEGINNING.

CONTAINING 223,690 SQUARE FEET OR 5.14 ACRES, MORE OR LESS.

SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

BEARINGS ARE BASED ON THE SOUTH LINE OF THE SOUTHEAST QUARTER (SE1/4) OF SECTION 2, TOWNSHIP 45 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA AS BEING S.89°03'49" W.

LESS AND EXCEPT:

BEING TRACT "L27A", SUN CITY CENTER FT. MYERS, PHASE ONE, AS RECORDED IN PLAT BOOK 69, PAGES 76-81, PUBLIC RECORDS LEE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A TRACT OR PARCEL OF LAND SITUATED IN THE STATE OF FLORIDA, COUNTY OF LEE, LYING IN SECTION 2, TOWNSHIP 45 SOUTH, RANGE 25 EAST, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SECTION 2, TOWNSHIP 45 SOUTH, RANGE 25 EAST; THENCE S.89°03'49"W., ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER (SE1/4) OF SAID SECTION FOR 1933.43 FEET; THENCE N.00°56'11"W., FOR 1938.70 FEET; THENCE N.19°00'00"E., FOR 377.22 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY 356.91 FEET ALONG THE ARC OF A TANGENTIAL CIRCULAR CURVE TO THE RIGHT HAVING A RADIUS OF 1,700.00 FEET THROUGH A CENTRAL ANGLE OF 12°01'45" AND BEING SUBTENDED BY A CHORD WHICH BEARS N.25°00'53"E. FOR 356.26 FEET; THENCE S.58°58'15"E., FOR 32.00 FEET TO THE POINT OF BEGINNING AND A POINT ON A CURVE; THENCE NORTHEASTERLY 86.49 FEET ALONG THE ARC OF A NON-TANGENTIAL CIRCULAR CURVE TO THE RIGHT HAVING A RADIUS OF 1,668.00 FEET THROUGH A CENTRAL ANGLE OF 02°58'15" AND BEING SUBTENDED BY A CHORD WHICH BEARS N.32°30'53"E. FOR 86.48 FEET; THENCE N.34°00'00"E., FOR 450.56 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY 43.60 FEET ALONG THE ARC OF A TANGENTIAL CIRCULAR CURVE TO THE LEFT HAVING A RADIUS OF 982.00 FEET THROUGH A CENTRAL ANGLE OF 02°32'38" AND BEING SUBTENDED BY A CHORD WHICH BEARS N.32°43'41"E. FOR 43.60 FEET; THENCE S.60°00'10"E., FOR 49.21 FEET TO A POINT OF CURVATURE; THENCE SOUTHERLY 39.43 FEET ALONG THE ARC OF A TANGENTIAL CIRCULAR CURVE TO THE RIGHT HAVING A RADIUS OF 30.00 FEET THROUGH A CENTRAL ANGLE OF 75°18'54" AND BEING SUBTENDED BY A CHORD WHICH BEARS S.22°20'43"E. FOR 36.66 FEET TO A POINT OF COMPOUND CURVATURE; THENCE SOUTHWESTERLY 232.84 FEET ALONG THE ARC OF A TANGENTIAL CIRCULAR CURVE TO THE RIGHT HAVING A RADIUS OF 832.00 FEET THROUGH A CENTRAL ANGLE OF 16°02'05" AND BEING SUBTENDED BY A CHORD WHICH BEARS S.23°19'47"W. FOR 232.08 FEET; THENCE S.31°20'49"W., FOR 133.80 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY 146.89 FEET ALONG THE ARC OF A TANGENTIAL CIRCULAR CURVE TO THE LEFT HAVING A RADIUS OF 1,168.00 FEET THROUGH A CENTRAL ANGLE OF 07°12'20" AND BEING SUBTENDED BY A CHORD WHICH BEARS S.27°44'39"W. FOR 146.79 FEET TO A POINT OF REVERSE CURVATURE; THENCE WESTERLY 62.10 FEET ALONG THE ARC OF A TANGENTIAL CIRCULAR CURVE TO THE RIGHT HAVING A RADIUS OF 38.00 FEET THROUGH A CENTRAL ANGLE OF 93°38'21" AND BEING SUBTENDED BY A CHORD WHICH BEARS S.70°57'40"W. FOR 55.42 FEET; THENCE N.62°13'10"W., FOR 108.87 FEET TO THE POINT OF BEGINNING.

CONTAINING 68,417 SQUARE FEET OR 1.57 ACRES, MORE OR LESS.

SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

BEARINGS ARE BASED ON THE SOUTH LINE OF THE SOUTHEAST QUARTER (SE1/4) OF SECTION 2, TOWNSHIP 45 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA AS BEING S.89°03'49" W.

TOTAL AREA OF PARCEL 192,038 SQUARE FEET OR 4.41 ACRES, MORE OR LESS

Sevilla at Sun City Center Ft. Myers, A Condominium

PART OF TRACT "H", SUN CITY CENTER FT. MYERS, PHASE ONE, AS RECORDED IN PLAT BOOK 69, PAGES 76-81, PUBLIC RECORDS LEE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A TRACT OR PARCEL OF LAND SITUATED IN THE STATE OF FLORIDA, COUNTY OF LEE, LYING IN SECTION 2, TOWNSHIP 45 SOUTH, RANGE 25 EAST, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A SOUTHEAST CORNER OF SECTION 2, TOWNSHIP 45 SOUTH, RANGE 25 EAST; THENCE S.89°03'49"W., ALONG THE SOUTHEAST QUARTER (SE1/4) THE SOUTH LINE OF SAID SECTION FOR 2,061.65 FEET; THENCE N.00°56'11"W., FOR 2,433.93 FEET TO THE POINT OF BEGINNING; THENCE N.71°00'00"W., FOR 101.27 FEET; THENCE N.72°30'59"W., FOR 69.89 FEET; THENCE N.80°02'44"W., FOR 128.98 FEET TO A POINT OF CURVATURE; THENCE WESTERLY 52.84 FEET ALONG THE ARC OF A TANGENTIAL CIRCULAR CURVE TO THE LEFT HAVING A RADIUS OF 100.00 FEET THROUGH A CENTRAL ANGLE OF 30°16'22" AND BEING SUBTENDED BY A CHORD WHICH BEARS S.84°49'05"W. FOR 52.22 FEET TO A POINT OF REVERSE CURVATURE; THENCE NORTHERLY 866.39 FEET ALONG THE ARC OF A TANGENTIAL CIRCULAR CURVE TO THE RIGHT HAVING A RADIUS OF 208.00 FEET THROUGH A CENTRAL ANGLE OF 238°39'25" AND BEING SUBTENDED BY A CHORD WHICH BEARS N.09°00'37"E. FOR 362.68 FEET TO A POINT OF REVERSE CURVATURE; THENCE SOUTHEASTERLY 38.84 FEET ALONG THE ARC OF A TANGENTIAL CIRCULAR CURVE TO THE LEFT HAVING A RADIUS OF 100.00 FEET THROUGH A CENTRAL ANGLE OF 22°15'21" AND BEING SUBTENDED BY A CHORD WHICH BEARS S.62°47'21"E. FOR 38.60 FEET; THENCE S.73°55'01"E., FOR 25.16 FEET TO A POINT OF CURVATURE; THENCE EASTERLY 53.48 FEET ALONG THE ARC OF A TANGENTIAL CIRCULAR CURVE TO THE LEFT HAVING A RADIUS OF 500.00 FEET THROUGH A CENTRAL ANGLE OF 06°07'43" AND BEING SUBTENDED BY A CHORD WHICH BEARS S.76°58'53"E. FOR 53.46 FEET; THENCE S.80°02'44"E., FOR 142.03 FEET TO A POINT OF CURVATURE; THENCE EASTERLY 131.41 FEET ALONG THE ARC OF A TANGENTIAL CIRCULAR CURVE TO THE RIGHT HAVING A RADIUS OF 500.00 FEET THROUGH A CENTRAL ANGLE OF 15°03'32" AND BEING SUBTENDED BY A CHORD WHICH BEARS S.72°30'58"E. FOR 131.04 FEET; THENCE S.64°59'12"E., FOR 248.32 FEET TO A POINT ON A CURVE; THENCE SOUTHWESTERLY 115.97 FEET ALONG THE ARC OF A NON-TANGENTIAL CIRCULAR CURVE TO THE LEFT HAVING A RADIUS OF 1,800.00 FEET THROUGH A CENTRAL ANGLE OF 03°41'29" AND BEING SUBTENDED BY A CHORD WHICH BEARS S.28°40'19"W. FOR 115.95 FEET TO A POINT OF REVERSE CURVATURE; THENCE WESTERLY 46.48 FEET ALONG THE ARC OF A TANGENTIAL CIRCULAR CURVE TO THE RIGHT HAVING A RADIUS OF 30.00 FEET THROUGH A CENTRAL ANGLE OF 88°46'44" AND BEING SUBTENDED BY A CHORD WHICH BEARS S.71°12'56"W. FOR 41.97 FEET; THENCE N.64°23'42"W., FOR 7.46 FEET TO A POINT OF CURVATURE; THENCE WESTERLY 16.37 FEET ALONG THE ARC OF A TANGENTIAL CIRCULAR CURVE TO THE LEFT HAVING A RADIUS OF 109.00 FEET THROUGH A CENTRAL ANGLE OF 08°36'10" AND BEING SUBTENDED BY A CHORD WHICH BEARS N.68°41'47"W. FOR 16.35 FEET; THENCE N.72°59'52"W., FOR 43.24 FEET TO A POINT OF CURVATURE; THENCE WESTERLY 12.72 FEET ALONG THE ARC OF A TANGENTIAL CIRCULAR CURVE TO THE RIGHT HAVING A RADIUS OF 91.00 FEET THROUGH A CENTRAL ANGLE OF 08°00'39" AND BEING SUBTENDED BY A CHORD WHICH BEARS N.68°59'32"W. FOR 12.71 FEET; THENCE N.64°59'12"W., FOR 134.15 FEET TO A POINT OF CURVATURE; THENCE WESTERLY 136.67 FEET ALONG THE ARC OF A TANGENTIAL CIRCULAR CURVE TO THE LEFT HAVING A RADIUS OF 520.00 FEET THROUGH A CENTRAL ANGLE OF 15°03'32" AND BEING SUBTENDED BY A CHORD WHICH BEARS N.72°30'58"W. FOR 136.28 FEET; THENCE N.80°02'44"W., FOR 210.51 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY 68.54 FEET ALONG THE ARC OF A TANGENTIAL CIRCULAR CURVE TO THE RIGHT HAVING A RADIUS OF 100.00 FEET THROUGH

A CENTRAL ANGLE OF 39°16'05" AND BEING SUBTENDED BY A CHORD WHICH BEARS N.60°24'41"W. FOR 67.20 FEET TO A POINT OF REVERSE CURVATURE; THENCE SOUTHERLY 248.18 FEET ALONG THE ARC OF A TANGENTIAL CIRCULAR CURVE TO THE LEFT HAVING A RADIUS OF 55.00 FEET THROUGH A CENTRAL ANGLE OF 258°32'10" AND BEING SUBTENDED BY A CHORD WHICH BEARS S.09°57'16"W. FOR 85.16 FEET TO A POINT OF REVERSE CURVATURE; THENCE EASTERLY 68.54 FEET ALONG THE ARC OF A TANGENTIAL CIRCULAR CURVE TO THE RIGHT HAVING A RADIUS OF 100.00 FEET THROUGH A CENTRAL ANGLE OF 39°16'05" AND BEING SUBTENDED BY A CHORD WHICH BEARS N.80°19'14"E. FOR 67.20 FEET; THENCE S.80°02'44"E., FOR 210.51 FEET TO A POINT OF CURVATURE; THENCE EASTERLY 137.70 FEET ALONG THE ARC OF A TANGENTIAL CIRCULAR CURVE TO THE RIGHT HAVING A RADIUS OF 480.00 FEET THROUGH A CENTRAL ANGLE OF 16°26'10" AND BEING SUBTENDED BY A CHORD WHICH BEARS S.71°49'39"E. FOR 137.22 FEET TO A POINT OF COMPOUND CURVATURE; THENCE SOUTHERLY 46.40 FEET ALONG THE ARC OF A TANGENTIAL CIRCULAR CURVE TO THE RIGHT HAVING A RADIUS OF 30.00 FEET THROUGH A CENTRAL ANGLE OF 88°37'21" AND BEING SUBTENDED BY A CHORD WHICH BEARS S.19°17'53"E. FOR 41.91 FEET; THENCE S.25°00'48"W., FOR 2.27 FEET TO A POINT OF CURVATURE; THENCE SOUTHERLY 64.42 FEET ALONG THE ARC OF A TANGENTIAL CIRCULAR CURVE TO THE LEFT HAVING A RADIUS OF 259.00 FEET THROUGH A CENTRAL ANGLE OF 14°15'06" AND BEING SUBTENDED BY A CHORD WHICH BEARS S.17°53'15"W. FOR 64.26 FEET TO A POINT OF REVERSE CURVATURE; THENCE SOUTHERLY 49.10 FEET ALONG THE ARC OF A TANGENTIAL CIRCULAR CURVE TO THE RIGHT HAVING A RADIUS OF 991.00 FEET THROUGH A CENTRAL ANGLE OF 02°50'20" AND BEING SUBTENDED BY A CHORD WHICH BEARS S.12°10'52"W. FOR 49.10 FEET TO THE POINT OF BEGINNING.

CONTAINING 240,786 SQUARE FEET OR 5.53 ACRES, MORE OR LESS.

SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

BEARINGS ARE BASED ON THE SOUTH LINE OF THE SOUTHEAST QUARTER (SE1/4) OF SECTION 2, TOWNSHIP 45 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA AS BEING S.89°03'49"W.

Verona at Sun City Center Ft. Myers, A Condominium

PART OF TRACT "H", SUN CITY CENTER FT. MYERS, PHASE ONE, AS RECORDED IN PLAT BOOK 69, PAGES 76-81, PUBLIC RECORDS LEE COUNTY, FLORIDA, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A TRACT OR PARCEL OF LAND SITUATED IN THE STATE OF FLORIDA, COUNTY OF LEE, LYING IN SECTION 2, TOWNSHIP 45 SOUTH, RANGE 25 EAST, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A SOUTHEAST CORNER OF SECTION 2, TOWNSHIP 45 SOUTH, RANGE 25 EAST; THENCE S.89°03'49"W., ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER (SE1/4) OF SAID SECTION FOR 2,031.19 FEET; THENCE N.00°56'11"W., FOR 1,962.45 FEET TO THE POINT OF BEGINNING; THENCE N.83°14'56"W., FOR 243.14 FEET; THENCE S.84°40'47"W., FOR 84.00 FEET; THENCE S.80°27'48"W., FOR 256.21 FEET TO A POINT OF CURVATURE; THENCE NORTHERLY 641.14 FEET ALONG THE ARC OF A TANGENTIAL CIRCULAR CURVE TO THE RIGHT HAVING A RADIUS OF 184.00 FEET THROUGH A CENTRAL ANGLE OF 199°38'36" AND BEING SUBTENDED BY A CHORD WHICH BEARS N.00°17'06"E. FOR 362.61 FEET TO A POINT OF REVERSE CURVATURE; THENCE EASTERLY 275.79 FEET ALONG THE ARC OF A TANGENTIAL CIRCULAR CURVE TO THE LEFT HAVING A RADIUS OF 1,275.00 FEET THROUGH A CENTRAL ANGLE OF 12°23'37" AND BEING SUBTENDED BY A CHORD WHICH BEARS S.86°05'25"E. FOR 275.26 FEET; THENCE N.87°42'48"E., FOR 49.37 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY 59.96 FEET ALONG THE ARC OF A TANGENTIAL CIRCULAR CURVE TO THE LEFT HAVING A RADIUS OF 50.00 FEET THROUGH A CENTRAL ANGLE OF 68°42'48" AND BEING SUBTENDED BY A CHORD WHICH BEARS N.53°21'24"E. FOR 56.43 FEET; THENCE N.19°00'00"E., FOR 109.11 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY 86.43 FEET ALONG

THE ARC OF A TANGENTIAL CIRCULAR CURVE TO THE LEFT HAVING A RADIUS OF 50.00 FEET THROUGH A CENTRAL ANGLE OF 99°02'44" AND BEING SUBTENDED BY A CHORD WHICH BEARS N.30°31'22"W. FOR 76.07 FEET; THENCE S.80°02'44"E., FOR 9.41 FEET; THENCE S.72°30'59"E., FOR 69.89 FEET; THENCE S.71°00'00"E., FOR 101.27 FEET TO A POINT OF CURVATURE; THENCE SOUTHERLY 93.39 FEET ALONG THE ARC OF A NON-TANGENTIAL CIRCULAR CURVE TO THE RIGHT HAVING A RADIUS OF 991.00 FEET THROUGH A CENTRAL ANGLE OF 05°23'58" AND BEING SUBTENDED BY A CHORD WHICH BEARS S.16°18'01"W. FOR 93.36 FEET; THENCE S.19°00'00"W., FOR 103.93 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY 155.91 FEET ALONG THE ARC OF A TANGENTIAL CIRCULAR CURVE TO THE RIGHT HAVING A RADIUS OF 130.00 FEET THROUGH A CENTRAL ANGLE OF 68°42'48" AND BEING SUBTENDED BY A CHORD WHICH BEARS S.53°21'24"W. FOR 146.73 FEET; THENCE S.87°42'48"W., FOR 295.32 FEET TO A POINT OF CURVATURE; THENCE WESTERLY 68.54 FEET ALONG THE ARC OF A TANGENTIAL CIRCULAR CURVE TO THE RIGHT HAVING A RADIUS OF 100.00 FEET THROUGH A CENTRAL ANGLE OF 39°16'05" AND BEING SUBTENDED BY A CHORD WHICH BEARS N.72°39'10"W. FOR 67.20 FEET TO A POINT OF REVERSE CURVATURE; THENCE SOUTHERLY 248.18 FEET ALONG THE ARC OF A TANGENTIAL CIRCULAR CURVE TO THE LEFT HAVING A RADIUS OF 55.00 FEET THROUGH A CENTRAL ANGLE OF 258°32'10" AND BEING SUBTENDED BY A CHORD WHICH BEARS S.02°17'12"E. FOR 85.16 FEET TO A POINT OF REVERSE CURVATURE; THENCE EASTERLY 68.54 FEET ALONG THE ARC OF A TANGENTIAL CIRCULAR CURVE TO THE RIGHT HAVING A RADIUS OF 100.00 FEET THROUGH A CENTRAL ANGLE OF 39°16'05" AND BEING SUBTENDED BY A CHORD WHICH BEARS N.68°04'45"E. FOR 67.20 FEET; THENCE N.87°42'48"E., FOR 295.32 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY 203.88 FEET ALONG THE ARC OF A TANGENTIAL CIRCULAR CURVE TO THE LEFT HAVING A RADIUS OF 170.00 FEET THROUGH A CENTRAL ANGLE OF 68°42'48" AND BEING SUBTENDED BY A CHORD WHICH BEARS N.53°21'24"E. FOR 191.88 FEET; THENCE N.19°00'00"E., FOR 103.93 FEET TO A POINT OF CURVATURE; THENCE NORTHERLY 89.81 FEET ALONG THE ARC OF A TANGENTIAL CIRCULAR CURVE TO THE LEFT HAVING A RADIUS OF 1,031.00 FEET THROUGH A CENTRAL ANGLE OF 04°59'28" AND BEING SUBTENDED BY A CHORD WHICH BEARS N.16°30'16"E. FOR 89.78 FEET TO A POINT OF REVERSE CURVATURE; THENCE NORTHERLY 36.68 FEET ALONG THE ARC OF A TANGENTIAL CIRCULAR CURVE TO THE RIGHT HAVING A RADIUS OF 191.00 FEET THROUGH A CENTRAL ANGLE OF 11°00'16" AND BEING SUBTENDED BY A CHORD WHICH BEARS N.19°30'40"E. FOR 36.63 FEET; THENCE N.25°00'48"E., FOR 76.87 FEET TO A POINT OF CURVATURE; THENCE EASTERLY 47.12 FEET ALONG THE ARC OF A TANGENTIAL CIRCULAR CURVE TO THE RIGHT HAVING A RADIUS OF 30.00 FEET THROUGH A CENTRAL ANGLE OF 90°00'00" AND BEING SUBTENDED BY A CHORD WHICH BEARS N.70°00'48"E. FOR 42.43 FEET; THENCE S.64°59'12"E., FOR 7.32 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY 12.73 FEET ALONG THE ARC OF A TANGENTIAL CIRCULAR CURVE TO THE RIGHT HAVING A RADIUS OF 91.00 FEET THROUGH A CENTRAL ANGLE OF 08°01'00" AND BEING SUBTENDED BY A CHORD WHICH BEARS S.60°58'42"E. FOR 12.72 FEET; THENCE S.56°58'13"E., FOR 43.35 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY 15.25 FEET ALONG THE ARC OF A TANGENTIAL CIRCULAR CURVE TO THE LEFT HAVING A RADIUS OF 109.00 FEET THROUGH A CENTRAL ANGLE OF 08°01'00" AND BEING SUBTENDED BY A CHORD WHICH BEARS S.60°58'43"E. FOR 15.24 FEET; THENCE S.64°59'12"E., FOR 8.78 FEET TO A POINT OF CURVATURE; THENCE SOUTHERLY 46.17 FEET ALONG THE ARC OF A TANGENTIAL CIRCULAR CURVE TO THE RIGHT HAVING A RADIUS OF 30.00 FEET THROUGH A CENTRAL ANGLE OF 88°11'02" AND BEING SUBTENDED BY A CHORD WHICH BEARS S.20°53'41"E. FOR 41.75 FEET TO A POINT OF REVERSE CURVATURE; THENCE SOUTHERLY 131.85 FEET ALONG THE ARC OF A TANGENTIAL CIRCULAR CURVE TO THE LEFT HAVING A RADIUS OF 1,800.00 FEET THROUGH A CENTRAL ANGLE OF 04°11'49" AND BEING SUBTENDED BY A CHORD WHICH BEARS S.21°05'56"W. FOR 131.82 FEET; THENCE S.19°00'00"W., FOR 388.23 FEET TO THE POINT OF BEGINNING.

CONTAINING 290,616 SQUARE FEET OR 6.67 ACRES, MORE OR LESS.

SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

BEARINGS ARE BASED ON THE SOUTH LINE OF THE SOUTHEAST QUARTER (SE1/4) OF SECTION 2, TOWNSHIP 45 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA AS BEING S.89°03'49" W.

Portofino at Sun City Center Ft. Myers

PORTOFINO AT SUN CITY CENTER FT. MYERS, ACCORDING TO MAP OR PLAT THEREOF RECORDED IN PLAT BOOK 69, PAGES 84 & 85, PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

ALSO DESCRIBED AS FOLLOWS:

A PARCEL OF LAND LYING IN SECTION 2, TOWNSHIP 45 SOUTH, RANGE 25 EAST, CITY OF FT. MYERS, LEE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 2; RUN THENCE S.89°20'53"W., ALONG THE NORTH LINE OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 2, 1276.63 FEET; THENCE S.00°39'07"E., PERPENDICULAR TO SAID NORTH LINE, 1805.62 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF SUN CITY CENTER BOULEVARD (100' WIDE RIGHT-OF-WAY) AND TO THE POINT OF BEGINNING; SAID POINT LYING ON THE ARC OF A CURVE (A RADIAL LINE THROUGH SAID POINT BEARS S.82°31'27"E.); THENCE SOUTHWESTERLY, 382.14 FEET ALONG THE ARC OF SAID CURVE TO THE RIGHT HAVING A RADIUS OF 850.00 FEET AND A CENTRAL ANGLE OF 25°45'33" (CHORD BEARING S.20°21'19"W., 378.93 FEET); THENCE N.71°37'31"W., 79.82 FEET; THENCE N.87°09'22"W., 128.91 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY, 475.84 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 920.00 FEET AND A CENTRAL ANGLE OF 29°38'05" (CHORD BEARING N.72°20'20"W., 470.56 FEET) TO A POINT OF TANGENCY; THENCE N.57°31'18"W., 157.51 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY, 241.24 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 580.00 FEET AND A CENTRAL ANGLE OF 23°49'52" (CHORD BEARING N.69°26'13"W., 239.50 FEET) TO A POINT OF COMPOUND CURVATURE; THENCE WESTERLY, 99.10 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 250.00 FEET AND A CENTRAL ANGLE OF 22°42'47" (CHORD BEARING S.87°17'27"W., 98.46 FEET) TO A POINT OF REVERSE CURVATURE; THENCE WESTERLY, NORTHERLY AND EASTERLY, 759.74 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 204.00 FEET AND A CENTRAL ANGLE OF 213°22'50" (CHORD BEARING N.02°37'29"E., 390.81 FEET) TO A POINT OF TANGENCY; THENCE S.70°41'06"E., 121.97 FEET; THENCE S.86°10'28"E., 33.86 FEET TO A POINT ON A CURVE; THENCE NORTHERLY, EASTERLY AND SOUTHERLY, 777.67 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 204.00 FEET AND A CENTRAL ANGLE OF 218°25'01" (CHORD BEARING S.66°57'58"E., 385.29 FEET); THENCE S.57°31'18"E., 138.32 FEET TO A POINT OF CURVATURE; THENCE EASTERLY, 299.99 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 580.00 FEET AND A CENTRAL ANGLE OF 29°38'05" (CHORD BEARING S.72°20'20"E., 296.66 FEET) TO A POINT OF TANGENCY; THENCE S.87°09'22"E., 319.84 FEET TO THE POINT OF BEGINNING.

CONTAINING 13.977 ACRES, MORE OR LESS.

Bellagio at Sun City Center Ft. Myers

BELLAGIO AT SUN CITY CENTER FT. MYERS, ACCORDING TO MAP OR PLAT THEREOF RECORDED IN PLAT BOOK 69, PAGES 82 & 83, PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

ALSO DESCRIBED AS FOLLOWS:

A PARCEL OF LAND LYING IN SECTION 2, TOWNSHIP 45 SOUTH, RANGE 25 EAST, CITY OF FT. MYERS, LEE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 2; RUN THENCE S.89°20'53"W., ALONG THE NORTH LINE OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 2, 1180.31 FEET; THENCE S.00°39'07"E., PERPENDICULAR TO SAID NORTH LINE, 548.30 FEET TO A POINT ON THE WEST RIGHT-OF-WAY LINE OF SUN CITY CENTER BOULEVARD (100' WIDE RIGHT-OF-WAY) AND TO THE POINT OF BEGINNING; SAID POINT LYING ON THE ARC OF A CURVE (A RADIAL LINE THROUGH SAID POINT BEARS N.86°59'30"E.); THENCE SOUTHWESTERLY, 370.93 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 2950.00 FEET AND A CENTRAL ANGLE OF 07°12'16" (CHORD BEARING S.00°35'38"W., 370.69 FEET); THENCE N.87°26'48"W., 294.69 FEET TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY, 142.19 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 70.00 FEET AND A CENTRAL ANGLE OF 116°23'16" (CHORD BEARING S.34°21'34"W., 118.98 FEET) TO A POINT OF TANGENCY; THENCE S.23°50'04"E., 58.20 FEET TO A POINT OF CURVATURE; THENCE SOUTHEASTERLY, 101.29 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 250.00 FEET AND A CENTRAL ANGLE OF 23°12'51" (CHORD BEARING S.35°26'29"E., 100.60 FEET) TO A POINT OF REVERSE CURVATURE; THENCE SOUTHEASTERLY, SOUTHWESTERLY AND NORTHWESTERLY, 818.05 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 207.00 FEET AND A CENTRAL ANGLE OF 226°25'43" (CHORD BEARING S.66°09'56"W., 380.48 FEET) TO A POINT OF REVERSE CURVATURE; THENCE NORTHERLY, 101.29 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 250.00 FEET AND A CENTRAL ANGLE OF 23°12'51" (CHORD BEARING N.12°13'38"W., 100.60 FEET) TO A POINT OF TANGENCY; THENCE N.23°50'04"W., 80.14 FEET TO A POINT OF CURVATURE; THENCE NORTHWESTERLY, 78.54 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 90°00'00" (CHORD BEARING N.68°50'04"W., 70.71 FEET) TO A POINT OF TANGENCY; THENCE S.66°09'56"W., 59.20 FEET TO A POINT OF CURVATURE; THENCE WESTERLY, 164.78 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 470.00 FEET AND A CENTRAL ANGLE OF 20°05'14" (CHORD BEARING S.76°12'33"W., 163.93 FEET) TO A POINT OF TANGENCY; THENCE S.86°15'10"W., 86.97 FEET; THENCE S.68°06'32"W., 136.80 FEET; THENCE N.89°02'37"W., 76.81 FEET TO A POINT OF CURVATURE; THENCE WESTERLY, NORTHERLY AND EASTERLY, 717.19 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 207.00 FEET AND A CENTRAL ANGLE OF 198°30'39" (CHORD BEARING N.10°12'42"E., 408.61 FEET) TO A POINT OF REVERSE CURVATURE; THENCE EASTERLY, 101.29 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 250.00 FEET AND A CENTRAL ANGLE OF 23°12'51" (CHORD BEARING S.82°08'24"E., 100.60 FEET) TO A POINT OF TANGENCY; THENCE N.86°15'10"E., 96.41 FEET TO A POINT OF CURVATURE; THENCE EASTERLY, 45.58 FEET ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 130.00 FEET AND A CENTRAL ANGLE OF 20°05'14" (CHORD BEARING N.76°12'33"E., 45.34 FEET) TO A POINT OF TANGENCY; THENCE N.66°09'56"E., 513.37 FEET TO A POINT OF CURVATURE; THENCE EASTERLY, 174.82 FEET ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 470.00 FEET AND A CENTRAL ANGLE OF 21°18'40" (CHORD BEARING N.76°49'16"E., 173.81 FEET) TO A POINT OF TANGENCY; THENCE N.87°28'36"E., 304.22 FEET TO THE POINT OF BEGINNING.

CONTAINING 16.200 ACRES, MORE OR LESS.