

Prepared by and returned to:

Becker & Poliakoff, P.A.
Joseph E. Adams, Esquire
12140 Carissa Commerce Court, Suite 200
Fort Myers, FL 33966

CERTIFICATE OF RECORDATION/AFFIDAVIT

PARKWOOD VILLAS HOMEOWNERS ASSOCIATION, II, INC.

COMES NOW, the undersigned Affiant, who upon taking an oath affirms as follows:

1. Affiant is Joseph E. Adams, Florida Bar No. 0483117, an attorney duly licensed to practice law in the State of Florida.
2. Affiant serves as counsel to Parkwood Villas Homeowners Association, II, Inc. ("Association").
3. Association is the homeowners association as defined in Chapter 720, Florida Statutes, servicing Parkwood Villas II, as described in the Declaration of Covenants, Conditions and Restrictions, at O.R. Book 1473, Page 353 *et seq.*, of the Lee County Public Records, as amended from time to time.
4. The attached "NOTICE OF PRESERVATION OF USE RESTRICTIONS UNDER MARKETABLE RECORD TITLE ACT" ("Notice"), has been duly executed by Association.
5. Attached as **Exhibit "C"** is the original Declaration of Covenants, Conditions and Restrictions. The Declaration of Covenants, Conditions and Restrictions, as amended from time to time, is being preserved and extended pursuant to Section 712.06(1)(d), Florida Statutes, for a period of thirty (30) years from the date of this filing.
6. Affiant, on behalf of Association, also places record notice that other documentation pertaining to the property encumbered by the Notice should be examined in connection with the preservation of the aforementioned covenants, specifically the following, which are incorporated herein by reference:
 - (a) Articles of Incorporation of Parkwood Villas Homeowners Association, II, Inc. recorded at O.R. Book 1473, Page 340 *et seq.*, of the Public Records of Lee County, Florida.
 - (b) Bylaws of Parkwood Villas Homeowners Association, II, Inc. recorded at O.R. Book 1475, Page 2119 *et seq.*, of the Public Records of Lee County, Florida.
 - (c) Amendment to the Articles of Incorporation and Bylaws of Parkwood Villas Homeowners Association, II, Inc. recorded at O.R. Book 3883, Page 4395 *et seq.*, of the Public Records of Lee County, Florida.

Page 1 of 2

THIS INSTRUMENT PREPARED BY (RETURN TO):

Yeline Goin, Esq.
BECKER & POLIAKOFF, P.A.
12140 Carissa Commerce Court, Suite 200
Fort Myers, Florida 33966

**NOTICE OF PRESERVATION OF USE RESTRICTIONS
UNDER MARKETABLE RECORD TITLE ACT**

Pursuant to Chapter 712, Florida Statutes, the undersigned Claimant files this Notice and in support thereof states:

1. The name and address of the entity filing this Notice is **Parkwood Villas Homeowners Association, II, Inc.** (the "Association"), a Florida corporation, not-for-profit, whose mailing address is **c/o Management Professionals, Post Office Box 1058, Lehigh Acres, Florida 33970**, the Articles of Incorporation of which were originally filed in the office of the Secretary of State on the 1st day of December, 1980, the Association having been organized for the purpose of operating and administering the community known as Parkwood Villas II, pursuant to the Declaration of Covenants, Conditions and Restrictions which were filed of record on December 9, 1980, at O.R. Book 1473, Page 353 *et seq.*, of the Lee County Public Records, as amended from time to time.

2. The Association has sent a Statement of Marketable Title Action in the form set forth in Section 712.06(1)(b), Florida Statutes, to all members of the Association and attaches hereto an Affidavit executed by a member of the Board of Directors of the Association affirming that the Board of Directors caused the Statement of Marketable Title Action to be mailed to all members of the Association and further attaches the original Statement of Marketable Title Action which was mailed to all members of the Association as **composite Exhibit A**.

3. The lands affected by this Notice are depicted and legally described as follows:

See **Exhibit B**.

4. The real property interest claimed under this Notice is the right to preserve for thirty (30) years from the date of this filing those certain use restrictions, covenants, and agreements described below:

(a) Declaration of Covenants, Conditions and Restrictions for Parkwood Villas II recorded on December 9, 1980, at O.R. Book 1473, Page 353 *et seq.*, of the Lee County Public Records, as amended from time to time in accordance with the terms, provisions and conditions thereof.

Dated this 5 day of November, 2009.

**PARKWOOD VILLAS HOMEOWNERS
ASSOCIATION, II, INC.**

Paul Kirk Sr
Witness Signature

BY: Robert Slycord
Robert Slycord, President

DAVID L. KIRK SR
Printed Name

Cary T Cefalu
Witness Signature

CARY T CEFALU
Printed Name



Lydia M. DeVincolis
COMMISSION # DD919724
EXPIRES: AUG. 25, 2013
WWW.AARONNOTARY.com

(CORPORATE SEAL)

STATE OF Florida :

COUNTY OF Lee :

Sworn to (or affirmed) and subscribed before me this 5 day of November, 2009, by **Robert Slycord**, as President of **Parkwood Villas Homeowners Association, II, Inc.**, a Florida Corporation. He is personally known to me or who has produced (type of identification) _____ as identification.

Lydia M. DeVincolis
Notary Public

Printed Name: Lydia M. DeVincolis

My commission expires: Aug. 5, 2013

ACTIVE: 2677742_1



Lydia M. DeVincolis
COMMISSION # DD919724
EXPIRES: AUG. 25, 2013
WWW.AARONNOTARY.com

AFFIDAVIT OF MAILING AND POSTING OF NOTICE TO LOT OWNERS AND MAILING OF STATEMENT OF MARKETABLE TITLE ACTION TO LOT OWNERS

I, the undersigned, President for Parkwood Villas Homeowners Association, II, Inc. ("Association") whose name appears at the bottom of this affidavit do hereby swear and affirm that the Notice of Special Meeting of Board of Directors For Preservation of Use Restrictions Under Marketable Record Title Act held November 5, 2009, at 6:30 P.M., at LEHIGH ACRES, Florida, a copy of which is **attached** hereto, was mailed to each lot owner on OCTOBER 28, 2009 at the address last furnished to the Association, as such address appears on the books of the Association. The notice was also posted on OCTOBER 28, 2009 in the location designated by Board Rule, as required by law. The Statement of Marketable Title Action, which was considered and approved at the Special Meeting of the Board of Directors, was included in the above-referenced Notice.

Sworn to this 5 day of November, 2009.

PARKWOOD VILLAS HOMEOWNERS ASSOCIATION, II, INC.

BY: Robert Slycord
Robert Slycord, President

STATE OF FLORIDA :

COUNTY OF LEE :

Sworn to (or affirmed) and subscribed before me this 5 day of November, 2009, by **Robert Slycord**, as President of **Parkwood Villas Homeowners Association, II, Inc.**, a Florida Corporation. He is personally known to me or who has produced (type of identification) _____ as identification.

Lydia M DeVincolis
Notary Public

Printed Name: Lydia M. DeVincolis

My commission expires: Aug. 25, 2013

ACTIVE: 2677742_1



**NOTICE OF SPECIAL MEETING OF BOARD OF DIRECTORS
FOR PRESERVATION OF USE RESTRICTIONS UNDER
MARKETABLE RECORD TITLE ACT**

TO ALL ASSOCIATION MEMBERS:

The Board of Directors of **Parkwood Villas Homeowners Association, II, Inc.** will hold a special meeting on **November 5, 2009** at **6:30 p.m.** at the office of **Management Professionals, Inc. 530 Construction Lane, Lehigh Acres, Florida.** The sole agenda item at the Special Meeting of the Board of Directors will be a vote on preservation of recorded use restrictions in accordance with the Marketable Record Title Act. The following is the Statement of Marketable Title Action that will be considered by the Board.

**STATEMENT OF
MARKETABLE TITLE ACTION**

Parkwood Villas Homeowners Association, II, Inc. (the "Association") has taken action to insure that the Declaration of Covenants, Conditions and Restrictions for Parkwood Villas II recorded on December 9, 1980, at O.R. Book 1473, Page 353 *et seq.*, of the Lee County Public Records, as amended from time to time, currently burdening the property of each and every member of the Association, retains its status as the source of marketable title with regard to transfer of a member's residence. To this end, the Association shall cause the notice required by Chapter 712, Florida Statutes, to be recorded in the Public Records of Lee County, Florida. Copies of this notice are available through the Association pursuant to the Association's governing documents regarding official records of the Association and the applicable Statute.

**PARKWOOD VILLAS HOMEOWNERS
ASSOCIATION, II, INC.**

By: Lydia DeVincolis
Lydia Devincolis, Secretary

1373527

DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS

REF. REC. 1473 PG 353

for
PARKWOOD VILLAS II
LEHIGH BUILDING CORPORATION ("Developer") hereinafter

called Declarant and Developer, is the owner in fee simple of certain real property situate in Lee County, Florida, as more particularly described in Exhibit "A" as attached hereto and made a part hereof.

It is the intent of the aforesaid Declarant to develop the real property as herein above described (Exhibit "A") in a planned development consisting of 44 residential dwelling units. For the purpose of enhancing and protecting the value, attractiveness and desirability of the residences or units constituting such development, Declarant hereby declares that all of the real property described above and each part thereof shall be developed as a planned development and shall be held, sold and conveyed only subject to the following easements, covenants, conditions and restrictions which shall constitute covenants running with the land and shall be binding on all parties having any right, title or interest in the above described property, or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE I: DEFINITIONS

SECTION 1 "ASSOCIATION" - shall mean and refer to PARKWOOD VILLAS HOMEOWNERS ASSOCIATION, II, INC., its successors and assigns.

SECTION 2 "COMMON ELEMENTS" - includes within its meaning the following: (a) all real property owned by the Association for the common use and enjoyment of the residential unit owners; which is not included in the legal descriptions conveyed by the Declarant to such individual unit owners, (as per Exhibit B-1 through Exhibit B-13 inclusive and Exhibit C-1 and Exhibit C-2, attached hereto and made a part hereof), (b) the property and installations required for the furnishing of utilities and other services to more than one residential

RECORDED WITH THE CLERK OF THE COUNTY OF LEE, FLORIDA
BY G. W. [unclear]
GOLDBERG, RUBINSTEIN & BUCKLEY, P. A. P. O. BOX 2366 FORT MYERS FLORIDA 33902

unit owner or to the common elements, (c) limited common elements, as hereinafter defined which shall be conveyed to the Association by separate and individual deed by the Declarant prior to or upon the sale by Declarant of each of the 44 planned residential dwelling units, (d) tangible personal property required for the maintenance and operation of the Association even though owned by the Association.

SECTION 3 "LIMITED COMMON ELEMENTS" - shall mean those common elements which are reserved for the use and enjoyment of individual unit owners to the exclusion of other unit owners.

SECTION 4 "DECLARANT" - shall mean ^{FILE} 1473 ^{PG} 354 ^{REC.} LEHIGH BUILDING CORPORATION, its successors and assigns, provided such successors or assigns acquire more than one undeveloped unit from Declarant for the purpose of development.

SECTION 5 "UNIT" - shall mean the legal metes and bounds description of a residential unit and appurtenances thereto including driveway and patio.

SECTION 6 "MAINTENANCE" - shall mean the exercise of reasonable care to keep bath houses, roads, landscaping, swimming pool, water retention areas, lighting and other related improvements and fixtures in a condition comparable to their original conditions, normal wear and tear excepted. Maintenance of landscaping shall further mean the exercise of generally accepted garden management practices necessary to promote a healthy environment for optimum plant growth.

SECTION 7 "MEMBER" - shall mean every person or entity who holds membership in the Association.

SECTION 8 "MORTGAGE" - shall mean a mortgage or a deed of trust.

SECTION 9 "MORTGAGEE" - shall mean a holder of a mortgage or a beneficiary, under or holder of a deed of trust.

SECTION 10 "OWNER" - shall mean the record owner whether one or more persons or entities of a fee simple title

to any unit which is a part of the planned development but shall not include those holding title merely as security for performance of an obligation.

SECTION 11 "PLANNED DEVELOPMENT" - shall mean the real property herein before described in Exhibit "A" as attached and made a part hereof and the development of the said property for residential use under a homeowners association for the purpose of enhancing and protecting the value, attractiveness and desirability of the units comprising such development.

ARTICLE II: MEMBERSHIP AND ASSOCIATION; VOTING RIGHTS

SECTION 1 - Every owner of a unit shall be a member of the Association; membership shall be appurtenant to and of a unit.

OFF REC. 1473 PG 355

SECTION 2 - The affairs of the Association shall be managed by a Board of Directors. The first Board of Directors shall consist of three (3) Directors, and thereafter, the membership of the Board shall consist of not more than five (5) Directors. The Developer shall have the right to designate the membership of the initial Board of Directors. Unit owners other than the Developer will be allowed to elect the majority of the members of the Board of Directors, and thus control the Association at whichever of the following shall first occur:

- (a) Six months after the Developer has sold and conveyed ninety (90%) percent of the units;
- (b) When the Developer has sold some of the units and none of the other units are held by the Developer for sale in the ordinary course of business.

SECTION 3 - The Association shall have two classes of voting members as follows:

Class A. Class A members shall be all owners with the exception of Declarant, and shall be entitled to one vote for each unit owned. When more than one person holds an interest in any unit, all such persons shall be members. The vote for such unit shall be exercised as such members may

determine among themselves, but in no event shall more than one vote be cast with respect to any unit owned by Class A members.

Class B. The Class B member shall be the Declarant, who shall be entitled to three (3) votes for each unit owned. The Class B membership shall cease and be converted to Class A membership at whichever shall first occur in Section 2 (a) and (b) above.

REF. REC. 1473 Pg 356

ARTICLE III: ASSESSMENTS

SECTION 1 - Lien and personal obligations of assessments. Declarant hereby covenants for each unit within the planned development and each owner of a unit is hereby deemed to covenant by acceptance of his deed for such unit, whether or not it shall be so expressed in his deed, to pay to the Association (1) annual assessments and (2) special assessments for capital improvements. Such assessments will be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorneys' fees, shall be a charge on the land and a continuing lien on each unit against which such an assessment is made. Each such assessment, together with interest, costs, and reasonable attorneys' fees shall also be the personal obligation of the person or persons who owned the unit at the time the assessment fell due and shall be an obligation of the successor in title in the event such assessments are not paid upon transfer of title; subject to the exception of a mortgagee through foreclosure proceedings.

SECTION 2 - Purpose of annual assessments. The annual assessments levied by the Association shall be used exclusively to promote the health, safety, welfare, and recreation of the residents in the planned development, and for the improvement and maintenance of the common elements situated within the planned development. Annual assessments shall include, and the Association shall acquire and pay for out of the funds derived from annual assessments, the following:

(a) Maintenance and repair of the common elements, excluding, however, capital improvements upon limited common elements;

OFF. REC. 1473 PG 357

(b) Water, sewer, garbage, electrical, lighting, telephone, gas, and other necessary utility service for the common elements, excluding, however, capital improvements upon limited common elements;

(c) Acquisition of furnishings and equipment for the common elements as may be determined by the Association, including without limitation all equipment, furnishings, and personalty necessary or proper for use of the recreational facilities, excluding, however, capital improvements upon limited common elements;

(d) Maintenance and repair of swimming pool, roadways, storm drains and retention systems and the water lines of the planned development.

(e) Fire insurance covering the full insurable replacement value of the common elements with extended coverage, excluding, however, capital improvements upon limited common elements.

(f) Liability insurance insuring the Association against any and all liability to the public, to any owner, or to the invitees or tenants of any owner arising out of their occupation and/or use of the common elements.

(g) Worker's compensation insurance to the extent necessary to comply with Section 440.38 of the Florida Statutes, and any other insurance deemed necessary by the Board of Directors of the Association;

(h) Any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations, insurance, taxes, or assessments which the Association is required to secure or pay pursuant to the terms of this Declaration or by law, or which shall be necessary or proper in the opinion of the Board of Directors of the Association for the operation of the common elements, for the benefit of unit owners, or for the enforcement of these restrictions.

SECTION 3 - Maximum annual assessment.

(a) Until December 31, 1981, the maximum annual assessment shall be Seven Hundred Sixty Eight Dollars (\$768.00) per unit, or Sixty Four Dollars (\$64.00) per month per unit.

See Exhibit E for estimated budget.

REF. 1473 PG 358

(b) From and after January 1, 1982, the maximum annual assessment may be increased each year by not more than fifteen (15%) percent over and above the previous year without a vote of the members.

(c) Increases in annual assessments in excess of fifteen (15%) percent in any year shall require a majority vote of the members of the Association that constitute a quorum at a meeting.

(d) Notwithstanding anything to the contrary herein, so long as Declarant maintains title to a residential unit, held in the ordinary course of sale, then Declarant's responsibility shall be to pay fifty (50%) percent of the annual assessment due to the Association per unit, excepting therefrom a model residential unit held by Declarant upon which a full assessment would be paid.

SECTION 4 - Special Assessments for Capital Improvements - In addition to the annual assessments authorized above, the Association may levy in an assessment year a special assessment for the purpose of defraying in whole or in part the cost of any construction, re-construction, repair or replacement of a capital improvement on the common elements, including fixtures and personal property related thereto. Any such assessment must be approved by a majority vote of the members constituting a quorum at the meeting.

SECTION 5 - Notice and Quorum for Action Authorized Under Sections 3 & 4 - Written notice of any meeting called for the purpose of taking any action authorized by Sections 3(c) and 4 shall be sent to all members not less than fifteen (15) nor more than thirty (30) days in advance of such meeting.

A quorum for the transaction of business at any Association meeting shall constitute the number of members representing a majority of the then outstanding voting shares, and the Association members present at any meeting with less than a quorum may adjourn the meeting to a future time.

SECTION 6 - Uniform Rate of Assessment - Both annual and special assessments must be fixed at a uniform rate for all units. REC. 1473 16 359

SECTION 7 - Commencement and Collection of Annual Assessments - The annual assessments provided for herein shall commence as to all units on the first day of the month following the conveyance of the common element. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each unit at least thirty (30) days in advance of the due date thereof and shall fix the dates such amounts become due. Assessments shall be made payable monthly in equal installments and are due on the first day of each assessment month. Notice of the annual assessments shall be sent to every owner subject thereto. The Association shall, on demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments against the specific unit have been paid, and may in their discretion cause to be recorded in the Public Records of Lee County, Florida, a list of delinquent assessments as of that date.

SECTION 8 - Effect of Nonpayment of Assessments; Remedies of the Association - Any assessment not paid within thirty (30) days after the due date shall be deemed in default and shall bear interest from the due date at the rate of fifteen (15%) percent. The Association may bring action at law against the owner personally obligated to pay the same, or may foreclose the lien against the property. No owner may waive or otherwise escape liability of the assessments provided for herein by nonuse of the common elements or abandonment of his unit.

SECTION 9 - Subordination of Assessment Lien to Mortgages - The assessment lien provided for herein shall be subordinate to the lien of any first mortgage. A sale or transfer of any unit shall not affect the assessment lien, however, the sale or transfer of any unit pursuant to a mortgage foreclosure or any proceeding in lieu thereof shall extinguish the assessment lien as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such a unit from liability for any assessment thereafter becoming due or from the lien thereon. ^{OFF. REC. 1473 PG 360}

ARTICLE IV: PROPERTY RIGHTS

SECTION 1 - Owner's Easements of Enjoyment - Every owner of a unit shall have a right and easement of enjoyment in and to the common elements which shall be appurtenant to and shall pass with the title to such unit, subject to the following rights of the Association:

(a) The right to suspend the right of use of recreational facilities and the voting rights of any owner for periods during which assessments against his unit remain unpaid, and the right, after hearing by the Board of Directors to suspend such rights for a period until such time as assessments are paid in full.

(b) The right to dedicate or transfer all or any part of the common elements to any municipality, public agency, authority or utility for such purposes and subject to such conditions as may be agreed upon by the members. No such dedication or transfer shall be effective unless an instrument executed by two-thirds (2/3) of the members agreeing to such dedication, or transfer, has been duly recorded.

SECTION 2 - Delegation of Use - Subject to such limitations as may be imposed by the Bylaws each owner may delegate his right of enjoyment in and to the common elements (other than limited common elements) and facilities to the members of his family, his guests, tenants and invitees.

SECTION 3 - Other Easements

REF 1473 PG 381

(a) Easements for installation and maintenance of utilities and drainage facilities as are required for the planned development shall be granted by Declarant and joined in if required by the Association. Within these easements no structure, planting or other materials shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may damage, interfere with, or change the direction of flow of drainage facilities in the easements. The easement area of each unit including the limited common elements and all improvements therein shall be continuously maintained by the owner of such unit, except for improvements for maintenance of which a public authority or utility company is responsible.

(b) No dwelling unit or other structure of any kind shall be built, erected or maintained on any such easement, reservation or right of way, and such easements, reservations and rights of way shall, at all times, be open and accessible to public and quasi public utility corporations, their employees and contractors, and shall also be open and accessible to Declarant, its successors and assigns, all of whom shall have the right and privilege of doing whatever may be necessary in, on, under and above such locations to carry out any of the purposes for which such easements, reservations and rights of way are reserved.

SECTION 4 - Right of Entry - The Association through its duly authorized employees and contractors, will have the right after reasonable notice to the owners thereof, to enter any unit at any reasonable hour on any day to perform such maintenance as may be authorized herein.

SECTION 5 - No partition - There shall be no judicial partition of the common elements, nor shall Declarant or any owner or any other person acquiring any interest in the planned development or any part thereof, seek judicial partition thereof.

However, nothing contained herein shall be construed to prevent judicial partition of any unit owned in co-tenancy.

REF. 1473 PG 332

SECTION 6 - Easements - There is hereby reserved an easement for utility and drainage purposes over the tracts of land in Exhibit B-1 through Exhibit B-13 inclusive. There is hereby reserved as an easement for utility and drainage purposes a six (6) foot track of land on both sides, front and back of Parcel B as recorded in Plat Book 26, pages 56-68 of the Public Records of Lee County. There is hereby reserved as easements for utility and drainage purposes a twenty (20) foot tract of land along the westerly boundary and a six (6) foot tract of land on both sides, front and back of Parcel C as recorded in Plat Book 26, pages 56-58 of the Public Records of Lee County. There is hereby reserved as an easement for utility purposes that tract of land in Exhibit D. The easement rights reserved pursuant to this section, shall not impose any obligation on Declarant to maintain such easement areas or to install or maintain the drainage areas, water retention areas and courses, utilities or improvements that may be located on, in or under such easements, or which may be served by them. Within easement areas reserved pursuant to this section, no structure, planting or other material, except driveways, shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities, the maintenance of drainage or water retention areas and courses, access or which may change the direction of flow or obstruct or retard the flow of water through drainage channels in such easement areas. The easement areas of each unit, limited common element and all improvements in such easement areas, shall be maintained continuously by the owner of the unit, except for those improvements for which a public authority or utility company is responsible. With regard to specific easements for drainage, the Developer shall have the right, but without any obligation imposed thereby, to alter or maintain drainage facilities in such easement areas,

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including slough control areas. A residential unit owner may plant shrubbery in easement areas, subject however, to limitations that the utility company and Declarant, and the Association, shall assume no risk therefore, in the conduct of its work in an easement area.

ARTICLE V: USE RESTRICTIONS

OFF 1473 PG 363

The planned development shall be occupied and used only as follows:

SECTION 1 - Each unit shall be used as a residence for a single family, and for no other purposes.

SECTION 2 - No business of any kind shall be conducted in any residence with the exception of the business of Declarant and the transferees of Declarant in developing all of the units as provided in Section 11 below.

SECTION 3 - No noxious or offensive activity shall be carried on in any unit with the exception of the business of the Declarant and the transferees of Declarant in developing all of the units as provided in Section 11 below.

SECTION 4 - No sign of any kind shall be displayed for public view on a unit or the common elements, without the prior written consent of the Association. This provision shall not be applicable to Declarant who may maintain signs for promotional purposes.

SECTION 5 - Nothing shall be done or kept on a unit or on a common element which would increase the rate of insurance relating thereto without the prior written consent of the Association, and no owner shall permit anything to be done or kept on his unit or the common elements which would result in the cancellation of insurance on any residence or any part of the common elements, or which would be in violation of any law.

SECTION 6 - No animals, livestock or poultry of any kind shall be raised, bred or kept on any unit, or on the common elements, however, dogs, cats and other household pets may be kept in a unit subject to such rules and regulations

as may be adopted by the Association so long as they are not kept, bred or maintained for commercial purposes.

SECTION 7 - No rubbish, trash, garbage, or other waste material shall be kept or permitted on any unit, limited common element, or on the common elements, except in sanitary containers located in appropriate areas and concealed from public view.

UFFE 1473 PG 304

SECTION 8 - No hedge over six (6) feet in height, measured from the ground on which it stands shall be constructed or maintained on any unit except that the Declarant and the transferees of Declarant may vary or exceed such height in constructing fences in accordance with existing architectural plans.

SECTION 9 - No outbuilding, basement, tent, shack, garage, trailer, shed or temporary building of any kind shall be allowed.

SECTION 10 - Nothing shall be altered in, constructed on, or removed from the common elements, except on the written consent of the Association.

SECTION 11 - Declarant or the transferees of Declarant shall undertake the work of developing all units included within the planned development, the completion of that work, and the sale, rental or other disposition of residential units as is essential to the establishment and welfare of the planned development as an ongoing residential community. In order that such work may be completed and the planned development established as a fully occupied residential community as soon as possible, nothing in this Declaration shall be understood or construed to:

(a) Prevent Declarant, Declarant's transferees, or the employees, contractors, or subcontractors of Declarant from doing on any part or parts of the planned development or controlled by Declarant or Declarant's transferees or their representatives, whatever they determine may be reasonably necessary or advisable in connection with the completion of such work.

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(b) Prevent Declarant, Declarant's transferees, or the employees, contractors, or subcontractors of Declarant from constructing and maintaining on any part or parts of the planned development's property owned or controlled by Declarant, Declarant's transferees or their representatives, such structures as may be reasonably necessary for the completion of such work, the establishment of the planned development as a residential community and the disposition of units by sale, lease or otherwise. ^{REF} 1473 Pg 305

(c) Prevent Declarant, Declarant's transferees, or the employees, contractors or subcontractors of the Declarant, or Declarant's transferees from conducting on any part or parts of the planned development's property owned or controlled by Declarant or Declarant's transferees or their representatives, the business of completing such work, of establishing the planned development as a residential community and of disposing of units by sale, lease or otherwise.

(d) Prevent Declarant, Declarant's transferees, or the employees, contractors or subcontractors of the Declarant, or Declarant's transferees from maintaining such sign or signs on any of the units owned or controlled by any of them, as may be necessary in connection with the sale, lease or other disposition of the planned development's units. As used in this section, the words "its transferees" specifically exclude purchasers of units improved with completed residences.

SECTION 12 - No commercial vehicles, other than a private passenger vehicle and/or camper or motor home which does not extend off a private driveway, may be parked on a driveway. No owner shall park a vehicle on his driveway in such a manner that the vehicle extends into the street.

SECTION 13 - No exterior antennas shall be installed by any residential unit owner.

SECTION 14 - Clothes hanging devices exterior to a residence shall not be permitted.

ARTICLE VI: OWNER'S OBLIGATION TO REPAIR

Each owner shall, at his sole cost and expense, repair his residence, including his driveway, keeping the same in a condition comparable to the condition of such residence and driveway at the time of its initial construction, excepting only normal wear and tear.

REF. 1473 FC 306

ARTICLE VII: OWNER'S OBLIGATION TO REBUILD

If all or any part of a residence is damaged or destroyed by fire or other casualty, it shall be the duty of the owner thereof with all due diligence to rebuild or repair and reconstruct such residence in a manner which will substantially restore it to its appearance and condition immediately prior to the casualty. Reconstruction shall be undertaken within three (3) months after the damage occurs and shall be completed within six (6) months after the damage occurs unless prevented by causes beyond the control of the owner or owners.

ARTICLE VIII: ANNEXATION OF ADDITIONAL PROPERTY

Additional residential property and common elements may be annexed to the planned development with the consent of two-thirds (2/3) of the members.

ARTICLE IX: GENERAL PROVISIONS

SECTION 1 - Enforcement - Declarant, the Association or any owner shall have the right to enforce, by proceedings at law or in equity, all restrictions, conditions, covenants, easements, reservations, liens and charges now, or hereafter imposed by the provisions of this Declaration. Failure by the Declarant, the Association, or by any owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

SECTION 2 - Severability - Invalidation of any of these covenants or restrictions by judgment or court order shall in no way effect any other provision, which shall remain in full force and effect.

SECTION 3 - Amendments - Covenants and restrictions of this Declaration may be amended by duly recording an

instrument executed and acknowledged by two-thirds (2/3) of the voting members. Notwithstanding the above, however, the Declarant may have the unrestricted right to amend the covenants and restrictions until such time as seventy-five (75%) percent of the units in the development are sold, and provided further, that no amendments shall be adopted thereafter without the consent and approval of the Developer so long as it shall own three (3) or more units in the development.

OFF. REC. 1473 PG 307

SECTION 4 - Subordination - No breach of any of the conditions herein contained or reentry by reason of such breach, shall defeat or render invalid the lien of any mortgage made in good faith and for value as to the planned development or any unit therein, provided however, that such conditions shall be binding upon any owner whose title is acquired by foreclosure, trustee's sale or otherwise.

SECTION 5 - Easements for Encroachments - All the property as heretofore described in the attached Exhibit "A" and all the units and the common elements and the limited common elements shall be and are singly and collectively subject to easements for encroachments which now or hereafter exist or come into being, caused by settlement or movement of the building or other improvements upon the property, or caused by minor inaccuracies in construction or reconstruction of the building or such improvements upon the property, which encroachments shall be permitted to remain undisturbed and such easements shall and do exist and shall continue as valid easements so long as such encroachments exist. A valid easement for the maintenance of such encroachments is herein created so long as such encroachments stand.

SECTION 6 - Architectural Control - All plans for the landscaping of side yards and rear yards, that abut public streets, and all plans or agreements relating to the color to be used on the exterior of the structure and proposed structural changes, and for the enclosing of any patio, shall

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GOLDBERG, RUBINSYIN & BUCKLEY, P. A. P. O. BOX 2366 FORT MYERS FLORIDA 33902

OFF 1473 PG 308

be approved in writing by the Declarant (Developer), until unit owners other than the Developer assume control of the Association. Thereafter, the Board of Directors of the Association shall appoint an Architectural Control Committee which shall have the right of approval or disapproval. Declarant and the committee shall have the absolute right to approve or disapprove said plans for any reason, including aesthetic considerations. Failure to disapprove the plans within thirty (30) days will constitute automatic approval.

SECTION 7 - Amendment and Modifications by Declarant - Notwithstanding any provisions of these restrictions to the contrary, Developer, its successors and designated assigns, reserves the right and authority at its sole discretion for a period of five (5) years from the date of recording of these restrictions or until all units are sold to amend, modify or grant exceptions or variances for any use of the restrictions set forth herein without any liability therefore to owners or other units in the development, or any other person or entity, whether private or governmental. Any assignment of right hereunder by Developer may be total or partial, exclusive or nonexclusive.

SECTION 8 - Duration - The Covenants and Restrictions of this Declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by the Association or any member thereof for a period of twenty (20) years from the date hereof. Thereafter they shall be automatically extended for additional periods of twenty (20) years unless otherwise agreed to in writing by the then owners of at least two-thirds (2/3) of the planned development's units.

SECTION 9 - Private Roadway Reservation and Easement - Both tracts as attached hereto and made a part hereof, as Exhibit "C", described as "Legal Description - Tract "I" - Common Element - Roadway - Parkwood Villas II, and Tract "J" respectively are hereby reserved and dedicated as easements

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GOLDBERG, RUBINSTEIN & BUCKLEY, P. A. P. O. BOX 2366 FORT MYERS FLORIDA 33902

for ingress and egress purposes for the benefit of all unit owners, their invitees, guests and tenants. The aforesaid private drives described in Exhibit "C" shall be subject to an easement for drainage and utility purposes provided, however, that the primary use thereof shall be as a private drive or roadway.

REC 1473 PG 509

IN WITNESS WHEREOF, this Declaration has been executed by the Developer herein at Fort Myers, Lee County, Florida, on this 2nd day of December, 1980.

Witnesses:

LEHIGH BUILDING CORPORATION

[Signature]
[Signature]

BY: [Signature]
Title: V.P.
Vice President

STATE OF FLORIDA
COUNTY OF LEE.

BEFORE ME, the undersigned authority, duly authorized to administer oaths and take acknowledgements, personally appeared JOHN E. MORGAN as Vice President of LEHIGH BUILDING CORPORATION, who after being duly cautioned and sworn under oath, deposed and said that he has read and executed on behalf of said Corporation, the foregoing Declaration of Covenants, Conditions and Restrictions, for the purposes therein expressed having full authority to do so.

IN WITNESS WHEREOF, I have set my hand and official seal at the County and State named above, this 2nd day of December, 1980.

[Signature]
Notary Public

My Commission Expires:
July 7, 1984

(SEAL)

OFF. REC. 1475 PG 2132

LEGAL DESCRIPTION

PARKWOOD VILLAS II

ALL OF PARCELS "B" AND "C", PARKWOOD, SECTION 31, TOWNSHIP 44 SOUTH, RANGE 27 EAST, AS RECORDED IN PLAT BOOK 26, PAGES 56 — 58, PUBLIC RECORDS OF LEE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM THE NORTHWEST CORNER OF SECTION 31, TOWNSHIP 44 SOUTH, RANGE 27 EAST, LEE COUNTY, FLORIDA, PROCEED SOUTH 00°-25'-25" EAST ALONG THE WEST SECTION LINE OF SECTION 31 FOR 1,274.03 FEET, THENCE CONTINUE NORTH 88°-44'-13" EAST FOR 2,106.16 FEET, THENCE NORTH 88°-44'-13" EAST ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF THE WEDGEWOOD DRAINAGEWAY FOR 558.53 FEET TO A CONCRETE MONUMENT, THENCE IN A SOUTHWESTERLY DIRECTION ALONG THE WESTERLY RIGHT-OF-WAY LINE OF BLTH STACLY BOULEVARD ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1,104.40 FEET, A CENTRAL ANGLE OF 22°-31'-10".

EXHIBIT "A"
Page 1 of 4

REC. 1475 PG2133

A CHORD BEARING OF SOUTH 15°-25'-08" WEST, AND A CHORD DISTANCE OF 433.49 FEET, FOR 436.32 FEET TO A POINT OF TANGENCY, THENCE SOUTH 26°-44'-13" WEST ALONG THE WESTERLY RIGHT-OF-WAY LINE OF BETH STACY BOULEVARD 145.00 FEET TO THE POINT OF BEGINNING OF PARCEL "B". FROM SAID POINT OF BEGINNING CONTINUE SOUTH 26°-44'-13" WEST 114.28 FEET TO A POINT OF CURVATURE, THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 630.00 FEET AND A CENTRAL ANGLE OF 26°-23'-45", 290.24 FEET TO A POINT OF TANGENCY, THENCE SOUTH 66°-20'-28" WEST 62.98 FEET TO A POINT OF CURVATURE ALSO BEING REFERENCE POINT "A", THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 75.00 FEET AND A CENTRAL ANGLE OF 88°-53'-09", 38.78 FEET TO A POINT OF TANGENCY, THENCE SOUTH 89°-13'-37" WEST 29.26 FEET TO A POINT OF CURVATURE, THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 670.00 FEET AND A CENTRAL ANGLE OF 17°-44'-36", 207.69 FEET TO A POINT OF TANGENCY, THENCE SOUTH 71°-29'-01" WEST 100.13 FEET TO A POINT OF CURVATURE, THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 108°-51'-27", 47.50 FEET TO

EXHIBIT "A"
Page 2 of 4

SEE 1475 Pg 2134

A POINT OF TANGENCY, THENCE NORTH $00^{\circ}-20'-28''$ EAST 133.14 FEET TO A POINT OF CURVATURE, THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 1,015.38 FEET AND A CENTRAL ANGLE OF $26^{\circ}-23'-45''$, 467.78 FEET TO A POINT OF TANGENCY, THENCE NORTH $26^{\circ}-44'-13''$ EAST 114.27 FEET TO A POINT OF CURVATURE, THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 1,015.38 FEET AND A CENTRAL ANGLE OF $26^{\circ}-23'-45''$, 467.78 FEET TO A POINT OF TANGENCY, THENCE NORTH $26^{\circ}-44'-13''$ EAST 114.27 FEET TO A POINT OF CURVATURE, THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF $90^{\circ}-00'-00''$, 39.27 FEET TO A POINT OF TANGENCY, THENCE SOUTH $63^{\circ}-15'-47''$ EAST 335.38 FEET TO A POINT OF CURVATURE, THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF $90^{\circ}-00'-00''$, 39.27 FEET TO THE POINT OF BEGINNING; TOGETHER WITH THE FOLLOWING DESCRIBED PARCEL "C", COMMENCING AT THE AFOREMENTIONED REFERENCE POINT "A"

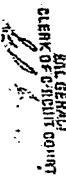
EXHIBIT "A"
Page 3 of 4

DEF. REC. 1475 to 2135

PROCEED SOUTH 00°-20'-28" WEST 110.02 FEET TO THE POINT OF BEGINNING. FROM SAID POINT OF BEGINNING CONTINUE SOUTH 00°-20'-28" WEST 178.66 FEET, THENCE SOUTH 89°-13'-37" WEST 542.76 FEET, THENCE NORTH 00°-46'-23" WEST 110.00 FEET TO A POINT ON A CURVE, THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 670.66 FEET, A CHORD BEARING OF NORTH 80°-21'-19" LAST, CHORD DISTANCE OF 206.86 FEET, AND A CENTRAL ANGLE OF 17°-44'-36", 207.69 FEET TO A POINT OF TANGENCY, THENCE NORTH 71°-29'-01" EAST 106.81 FEET TO A POINT OF CURVATURE, THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 610.66 FEET AND A CENTRAL ANGLE OF 17°-44'-36", 189.17 FEET TO A POINT OF TANGENCY, THENCE NORTH 89°-13'-37" EAST 27.12 FEET TO A POINT OF CURVATURE, THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET, AND A CENTRAL ANGLE OF 88°-53'-09", 39.76 FEET TO THE POINT OF BEGINNING. SUCH DESCRIBED PARCEL "B" CONTAINING 5.58 ACRES MORE OR LESS AND SUCH DESCRIBED PARCEL "C" CONTAINING 2.01 ACRES MORE OR LESS.

EXHIBIT "A"
Page 4 of 4

DEC 18 4 54 PM '80
 THE OFFICE OF THE CLERK OF THE
 LEE COUNTY, FLORIDA
 RECORD VERIFIED



OFF. REC. 1473 PG 370

LEGAL DESCRIPTION

PARKWOOD VILLAS II

ALL OF PARCELS "B" AND "C", PARKWOOD, SECTION 31, TOWNSHIP 44 SOUTH, RANGE 27 EAST, AS RECORDED IN PLAT BOOK 26, PAGES 56 - 58, PUBLIC RECORDS OF LEE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM THE NORTHWEST CORNER OF SECTION 31, TOWNSHIP 44 SOUTH, RANGE 27 EAST, LEE COUNTY, FLORIDA, PROCEED SOUTH 00°-25'-25" EAST ALONG THE WEST SECTION LINE OF SECTION 31 FOR 1,274.01 FEET, THENCE CONTINUE NORTH 88°-44'-13" EAST FOR 2,106.15 FEET, THENCE NORTH 88°-44'-13" EAST ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF THE WEDGEWOOD DRAINAGEWAY FOR 558.53 FEET TO A CONCRETE MONUMENT, THENCE IN A SOUTHWESTERLY DIRECTION ALONG THE WESTERLY RIGHT-OF-WAY LINE OF BETH STACEY BOULEVARD ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1,106.40 FEET, A CENTRAL ANGLE OF 22°-38'-10",

EXHIBIT "A"
Page 1 of 4

REF
REC 1473 PG 371

A CHORD BEARING OF SOUTH 15°-25'-08" WEST, AND A CHORD DISTANCE OF 433.49 FEET, FOR 436.32 FEET TO A POINT OF TANGENCY, THENCE SOUTH 26°-44'-13" WEST ALONG THE WESTERLY RIGHT-OF-WAY LINE OF BETH STACY BOULEVARD 145.00 FEET TO THE POINT OF BEGINNING OF PARCEL "B". FROM SAID POINT OF BEGINNING CONTINUE SOUTH 26°-44'-13" WEST 114.28 FEET TO A POINT OF CURVATURE, THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 630.00 FEET AND A CENTRAL ANGLE OF 26°-23'-45", 290.24 FEET TO A POINT OF TANGENCY, THENCE SOUTH 00°-20'-28" WEST 62.98 FEET TO A POINT OF CURVATURE ALSO BEING REFERENCE POINT "A", THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 88°-53'-09", 38.78 FEET TO A POINT OF TANGENCY, THENCE SOUTH 89°-13'-37" WEST 29.26 FEET TO A POINT OF CURVATURE, THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 670.66 FEET AND A CENTRAL ANGLE OF 17°-44'-36", 207.69 FEET TO A POINT OF TANGENCY, THENCE SOUTH 71°-29'-01" WEST 100.13 FEET TO A POINT OF CURVATURE, THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF 108°-51'-27", 47.50 FEET TO

EXHIBIT "A"
Page 2 of 4

DEF.
REC. 1473 PG 372

A POINT OF TANGENCY, THENCE NORTH $00^{\circ}-20'-28''$ EAST 133.14 FEET TO A POINT OF CURVATURE, THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 1,015.38 FEET AND A CENTRAL ANGLE OF $26^{\circ}-23'-45''$, 467.78 FEET TO A POINT OF TANGENCY, THENCE NORTH $26^{\circ}-44'-13''$ EAST 114.27 FEET TO A POINT OF CURVATURE, THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 1,015.38 FEET AND A CENTRAL ANGLE OF $26^{\circ}-23'-45''$, 467.78 FEET TO A POINT OF TANGENCY, THENCE NORTH $26^{\circ}-44'-13''$ EAST 114.27 FEET TO A POINT OF CURVATURE, THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF $90^{\circ}-00'-00''$, 39.27 FEET TO A POINT OF TANGENCY, THENCE SOUTH $63^{\circ}-15'-47''$ EAST 335.38 FEET TO A POINT OF CURVATURE, THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF $90^{\circ}-00'-00''$, 39.27 FEET TO THE POINT OF BEGINNING; TOGETHER WITH THE FOLLOWING DESCRIBED PARCEL "C", COMMENCING AT THE AFOREMENTIONED REFERENCE POINT "A"

EXHIBIT "A"
Page 3 of 4

DEF REC 1473 PG 373

PROCEED SOUTH 00°-20'-28" WEST 110.02 FEET TO THE POINT OF BEGINNING. FROM SAID POINT OF BEGINNING CONTINUE SOUTH 00°-20'-28" WEST 178.66 FEET, THENCE SOUTH 89°-13'-37" WEST 542.76 FEET, THENCE NORTH 00°-46'-23" WEST 110.00 FEET TO A POINT ON A CURVE, THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 670.66 FEET, A CHORD BEARING OF NORTH 60°-21'-19" EAST, CHORD DISTANCE OF 206.86 FEET, AND A CENTRAL ANGLE OF 17°-44'-36", 207.69 FEET TO A POINT OF TANGENCY, THENCE NORTH 71°-29'-01" EAST 108.81 FEET TO A POINT OF CURVATURE, THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 610.66 FEET AND A CENTRAL ANGLE OF 17°-44'-36", 189.11 FEET TO A POINT OF TANGENCY, THENCE NORTH 89°-13'-37" EAST 27.12 FEET TO A POINT OF CURVATURE, THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET, AND A CENTRAL ANGLE OF 88°-53'-09", 39.76 FEET TO THE POINT OF BEGINNING. SUCH DESCRIBED PARCEL "B" CONTAINING 5.58 ACRES MORE OR LESS AND SUCH DESCRIBED PARCEL "C" CONTAINING 2.01 ACRES MORE OR LESS.

EXHIBIT "A"
Page 4 of 4

DEF REC 1473 pg 374

LEGAL DESCRIPTION
TRACT "A"
COMMON ELEMENT
PARKWOOD VILLAS II

A PARCEL OF LAND LYING IN SECTION 31, TOWNSHIP 44 SOUTH,
RANGE 27 EAST, LEE COUNTY, FLORIDA MORE PARTICULARLY DES-
CRIBED AS FOLLOWS:

FROM THE NORTHWEST CORNER OF SECTION 31 PROCEED SOUTH 00°-
25'-25" EAST ALONG THE WEST SECTION LINE OF SECTION 31 FOR
1,274.01 FEET, THENCE CONTINUE NORTH 88°-44'-13" EAST FOR
2,106.15 FEET, THENCE NORTH 88°-44'-13" EAST ALONG THE
SOUTHERLY RIGHT-OF-WAY LINE OF THE WEDGEWOOD DRAINAGEWAY FOR
558.53 FEET TO A CONCRETE MONUMENT, THENCE IN A SOUTHWESTERLY
DIRECTION ALONG THE WESTERLY RIGHT-OF-WAY LINE OF BETH STACEY
BOULEVARD ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS
OF 1,104.40 FEET, A CENTRAL ANGLE OF 22°-38'-10", A CHORD
BEARING OF SOUTH 15°-25'-08" WEST, AND A CHORD DISTANCE OF
433.49 FEET, FOR 436.32 FEET TO A POINT OF TANGENCY, THENCE
SOUTH 26°-44'-13" WEST ALONG THE WESTERLY RIGHT-OF-WAY LINE
OF BETH STACEY BOULEVARD A DISTANCE OF 259.28 FEET TO A
POINT OF CURVATURE, THENCE ALONG THE ARC OF A CURVE TO THE
LEFT, HAVING A RADIUS OF 630.00 FEET, A CENTRAL ANGLE OF
26°-23'-45", AND A CHORD DISTANCE OF 287.68 FEET, A DISTANCE
OF 290.24 FEET, THENCE SOUTH 00°-20'-28" WEST A DISTANCE
OF 22.97 FEET TO A POINT OF BEGINNING. FROM SAID POINT

EXHIBIT "B-1"

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OFF.
REC. 1473 PG 375

OF BEGINNING CONTINUE SOUTH 00°-20'-28" WEST ALONG THE WESTERLY RIGHT-OF-WAY LINE OF BETH STACEY BOULEVARD A DISTANCE OF 40.01 FEET TO A POINT OF CURVATURE, THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET, CENTRAL ANGLE OF 88°-53'-09", AND A CHORD DISTANCE OF 35.01 FEET FOR A DISTANCE OF 38.78 FEET TO A POINT OF TANGENCY, THENCE SOUTH 89°-13'-37" WEST ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF A DISTANCE OF 29.26 FEET TO A POINT OF CURVATURE, THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 670.66 FEET, CENTRAL ANGLE OF 02°-43'-14" AND CHORD DISTANCE OF 31.84 FEET FOR A DISTANCE OF 31.85 FEET, THENCE NORTH 07°-40'-59" WEST A DISTANCE OF 63.99 FEET, THENCE NORTH 36°-24'-27" WEST A DISTANCE OF 22.74 FEET, THENCE SOUTH 82°-18'-55" WEST A DISTANCE OF 91.18 FEET, THENCE SOUTH 74°-15'-35" WEST A DISTANCE OF 88.13 FEET, THENCE SOUTH 08°-27'-08" WEST A DISTANCE OF 34.13 FEET, THENCE SOUTH 15°-44'-25" EAST A DISTANCE OF 52.62 FEET, THENCE SOUTH 71°-29'-01" WEST ALONG THE NORTHERLY RIGHT-OF-WAY LINE OF RIDGECREST STREET A DISTANCE OF 83.46 FEET TO A POINT OF CURVATURE, THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET, CENTRAL ANGLE OF 108°-51'-27" AND CHORD DISTANCE OF 40.67 FEET, FOR A DISTANCE OF 47.50 TO A POINT OF TANGENCY, THENCE NORTH 00°-20'-28" EAST ALONG THE EASTERLY RIGHT-OF-WAY LINE OF OAKMONT PARKWAY A DISTANCE OF 38.56 FEET, THENCE NORTH 82°-21'-28" EAST A DISTANCE OF 87.79 FEET, THENCE

EXHIBIT "B-1"
2 of 4

REF. 1473 PG 376

NORTH 08°-27'-08" EAST A DISTANCE OF 34.21 FEET, THENCE
NORTH 07°-38'-32" WEST A DISTANCE OF 49.13 FEET, THENCE
NORTH 01°-46'-30" WEST A DISTANCE OF 17.93 FEET, THENCE
NORTH 04°-05'-42" EAST A DISTANCE OF 61.77 FEET, THENCE
NORTH 86°-21'-31" EAST A DISTANCE OF 90.72 FEET, THENCE
NORTH 03°-38'-29" WEST A DISTANCE OF 68.34 FEET, THENCE
NORTH 25°-54'-10" EAST A DISTANCE OF 68.35 FEET, THENCE
NORTH 64°-05'-50" WEST A DISTANCE OF 93.00 FEET, THENCE
NORTH 17°-25'-29" EAST A DISTANCE OF 67.48 FEET, THENCE
NORTH 72°-34'-31" WEST A DISTANCE OF 82.82 FEET TO A
POINT ON A CURVE TO THE RIGHT, THENCE ALONG THE ARC OF
SAID CURVE, HAVING A RADIUS OF 1,015.38 FEET, CENTRAL
ANGLE OF 00°-55'-50", CHORD BEARING OF NORTH 20°-39'-27"
EAST, AND CHORD DISTANCE OF 16.49 FEET, THENCE SOUTH
66°-40'-38" EAST A DISTANCE OF 82.89 FEET, THENCE NORTH
23°-19'-22" EAST A DISTANCE OF 99.47 FEET, THENCE NORTH
55°-02'-10" EAST A DISTANCE OF 58.05 FEET, THENCE SOUTH
63°-15'-47" EAST A DISTANCE OF 177.94 FEET, THENCE SOUTH
26°-44'-13" WEST A DISTANCE OF 62.34 FEET, THENCE NORTH
80°-24'-17" WEST A DISTANCE OF 92.00 FEET, THENCE SOUTH
09°-56'-27" WEST A DISTANCE OF 63.26 FEET, THENCE SOUTH
32°-36'-59" WEST A DISTANCE OF 69.45 FEET, THENCE SOUTH
57°-23'-01" EAST A DISTANCE OF 83.51 FEET, THENCE SOUTH
05°-44'-56" WEST A DISTANCE OF 93.03 FEET, THENCE SOUTH
00°-21'-58" WEST A DISTANCE OF 28.93 FEET, THENCE SOUTH
05°-00'-56" EAST A DISTANCE OF 52.60 FEET, THENCE SOUTH
36°-24'-27" EAST A DISTANCE OF 29.51 FEET, THENCE NORTH

EXHIBIT "B-1"
3 of 4

84°-59'-04" EAST A DISTANCE OF 79.52 FEET TO THE POINT
OF BEGINNING.

REF: 1473 PG 377

EXHIBIT "B-1"
4 of 4

LEGAL DESCRIPTION

TRACT "B"

OFF REC 1473 PG 378

COMMON ELEMENT

PARKWOOD VILLAS II

A PARCEL OF LAND LYING IN SECTION 31, TOWNSHIP 44 SOUTH, RANGE 27 EAST, LEE COUNTY, FLORIDA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM THE NORTHWEST CORNER OF SECTION 31 PROCEED SOUTH 00°-25'-25" EAST ALONG THE WEST SECTION LINE OF SECTION 31 FOR 1,274.07 FEET, THENCE NORTH 88°-44'-13" EAST FOR 2,106.15 FEET, THENCE NORTH 88°-44'-13" EAST ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF THE WEDGEWOOD DRAINAGEWAY FOR 558.53 FEET TO A CONCRETE MONUMENT, THENCE IN A SOUTHWESTERLY DIRECTION ALONG THE WESTERLY RIGHT-OF-WAY LINE OF BETH STACEY BOULEVARD ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1,104.40 FEET, (CENTRAL ANGLE 22°-38'-10" - CHORD BEARING SOUTH 15°-25'-08" WEST - CHORD DISTANCE 433.49 FEET) FOR 436.32 FEET TO A POINT OF TANGENCY, THENCE SOUTH 26°-44'-13" WEST ALONG THE WESTERLY RIGHT-OF-WAY LINE OF BETH STACEY BOULEVARD A DISTANCE OF 189.17 FEET TO THE POINT OF BEGINNING. FROM SAID POINT OF BEGINNING PROCEED NORTH 63°-15'-47" WEST A DISTANCE OF 80.17 FEET, THENCE NORTH 26°-44'-13" EAST A DISTANCE OF 69.17 FEET, THENCE SOUTH 63°-15'-47" EAST ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF MARGATE BOULEVARD A DISTANCE OF 55.17 FEET TO A POINT OF

EXHIBIT "B-2"
1 of 2

CURVATURE, THENCE ALONG THE ARC OF A CURVE TO THE RIGHT
HAVING A RADIUS OF 25.00 FEET, CENTRAL ANGLE OF 90°-00'-00"
AND CHORD DISTANCE OF 35.36 FEET A DISTANCE OF 39.27 FEET
TO A POINT OF TANGENCY, THENCE SOUTH 26°-44'-13" WEST
ALONG THE WESTERLY RIGHT-OF-WAY LINE OF BETH STACEY
BOULEVARD A DISTANCE OF 44.17 FEET TO THE POINT OF
BEGINNING.

OFF REC. 1473 PG 379

EXHIBIT "B-2"
2 of 2

LEGAL DESCRIPTION

TRACT "C"

COMMON ELEMENT

PARKWOOD VILLAS II

REF REC 1473 PG 380

A PARCEL OF LAND LYING IN SECTION 31, TOWNSHIP 44 SOUTH,
RANGE 27 EAST, LEE COUNTY, FLORIDA MORE PARTICULARLY
DESCRIBED AS FOLLOWS:

FROM THE NORTHWEST CORNER OF SECTION 31 PROCEED SOUTH 0°-
25'-25" EAST ALONG THE WEST SECTION LINE OF SECTION 31 FOR
1,274.01 FEET, THENCE NORTH 88°-44'-13" EAST FOR 2,106.15
FEET, THENCE NORTH 88°-44'-13" EAST ALONG THE SOUTHERLY
SIDE OF THE WEDGEWOOD DRAINAGEWAY FOR 558.53 FEET TO A CONCRETE
MONUMENT, THENCE IN A SOUTHWESTERLY DIRECTION ALONG THE
WESTERLY SIDE OF BETH STACEY BOULEVARD ALONG THE ARC OF A
CURVE TO THE RIGHT HAVING A RADIUS OF 1,104.40 FEET, (CENTRAL
ANGLE 22°-38'-10" - CHORD BEARING SOUTH 15°-25'-08" WEST -
CHORD DISTANCE 433.49 FEET) FOR 436.32 FEET TO A POINT
OF TANGENCY, THENCE SOUTH 26°-44'-13" WEST ALONG THE
WESTERLY RIGHT-OF-WAY LINE OF BETH STACEY BOULEVARD A
DISTANCE OF 120.00 FEET TO A POINT OF INTERSECTION WITH THE
SOUTHERLY RIGHT-OF-WAY LINE OF MARGATE BOULEVARD, THENCE
NORTH 63°-15'-47" WEST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE
A DISTANCE OF 276.17 FEET TO THE POINT OF BEGINNING. FROM

EXHIBIT "B-3"
1 of 2

REF. 1473 PG 381

SAID POINT OF BEGINNING PROCEED SOUTH 26°-44'-13" WEST A
DISTANCE OF 52.82 FEET, THENCE NORTH 34°-24'-52" WEST A
DISTANCE OF 47.63 FEET, THENCE NORTH 63°-15'-47" WEST A
DISTANCE OF 67.49 FEET, THENCE NORTH 26°-42'-33" EAST ALONG
THE EASTERLY RIGHT-OF-WAY LINE OF OAKMONT PARKWAY A
DISTANCE OF 4.84 FEET TO A POINT OF CURVATURE, THENCE ALONG
THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00
FEET, CENTRAL ANGLE OF 90°-00'-00", AND A CHORD DISTANCE OF
35.36 FEET A DISTANCE OF 39.27 FEET TO A POINT OF
TANGENCY, THENCE SOUTH 63°-15'-47" EAST ALONG THE SOUTHERLY
RIGHT-OF-WAY LINE OF MARGATE BOULEVARD A DISTANCE OF 84.21
FEET TO THE POINT OF BEGINNING.

EXHIBIT "B-3"
2 of 2

LEGAL DESCRIPTION

OFF. REC. 1473 PG 382

TRACT "D"

COMMON ELEMENT

PARKWOOD VILLAS II

A PARCEL OF LAND LYING IN SECTION 31, TOWNSHIP 44 SOUTH, RANGE 27 EAST, EAST COUNTY, FLORIDA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM THE NORTHWEST CORNER OF SECTION 31 PROCEED SOUTH 0°-25'-25" EAST ALONG THE WEST SECTION LINE OF SECTION 31 FOR 1,274.01 FEET, THENCE NORTH 88°-44'-13" EAST FOR 2,106.15 FEET, THENCE NORTH 88°-44'-13" EAST ALONG THE SOUTHERLY SIDE OF THE WEDGEWOOD DRAINAGEWAY FOR 558.53 FEET TO A CONCRETE MONUMENT, THENCE IN A SOUTH-WESTERLY DIRECTION ALONG THE WESTERLY SIDE OF BETH STACEY BOULEVARD ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1,104.40 FEET, (CENTRAL ANGLE 22°-38'-10" - CHORD BEARING SOUTH 15°-25'-08" WEST - CHORD DISTANCE 433.49 FEET) FOR 436.32 FEET TO A POINT OF TANGENCY, THENCE SOUTH 26°-44'-13" WEST ALONG THE WESTERLY RIGHT-OF-WAY LINE OF BETH STACEY BOULEVARD A DISTANCE OF 120.00 FEET TO A POINT OF INTERSECTION WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF MARGATE BOULEVARD, THENCE NORTH 63°-15'-47" WEST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 385.38 FEET TO A POINT OF

EXHIBIT "B-4"
1 of 2

INTERSECTION WITH THE EASTERLY RIGHT-OF-WAY LINE OF OAKMONT
PARKWAY, THENCE SOUTH 26°-44'-13" WEST ALONG SAID EASTERLY
RIGHT-OF-WAY LINE A DISTANCE OF 104.56 FEET TO THE POINT
OF BEGINNING. FROM SAID POINT OF BEGINNING PROCEED
SOUTH 34°-24'-52" EAST A DISTANCE OF 64.93 FEET, THENCE
NORTH 66°-40'-38" WEST A DISTANCE OF 56.98 FEET, THENCE
NORTH 26°-44'-27" EAST ALONG THE EASTERLY RIGHT-OF-WAY
LINE OF OAKMONT PARKWAY A DISTANCE OF 34.72 FEET TO THE
POINT OF BEGINNING.

REF. REC. 1473 PG 383

EXHIBIT "B-4"
2 of 2

LEGAL DESCRIPTION

TRACT "E"

COMMON ELEMENT

PARKWOOD VILLAS II

A PARCEL OF LAND LYING IN SECTION 31, TOWNSHIP 44 SOUTH,
RANGE 27 EAST, LEE COUNTY, FLORIDA MORE PARTICULARLY DES-
CRIBED AS FOLLOWS:

REF. REC. 1473 PG 384

FROM THE NORTHWEST CORNER OF SECTION 31 PROCEED SOUTH 0°-
25'-25" EAST ALONG THE WEST SECTION LINE OF SECTION 31 FOR
1,274.01 FEET, THENCE NORTH 88°-44'-13" EAST FOR 2,106.15
FEET, THENCE NORTH 88°-44'-13" EAST ALONG THE SOUTHERLY
SIDE OF THE WEDGEWOOD DRAINAGEWAY FOR 558.53 FEET TO A
CONCRETE MONUMENT, THENCE IN A SOUTHWESTERLY DIRECTION
ALONG THE WESTERLY SIDE OF BETH STACEY BOULEVARD ALONG THE
ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1,104.40
FEET, (CENTRAL ANGLE 22°-38'-10" - CHORD BEARING SOUTH 15°-
25'-08" WEST - CHORD DISTANCE 433.49 FEET) FOR 436.32
FEET TO A POINT OF TANGENCY, THENCE SOUTH 26°-44'-13"
WEST ALONG THE WESTERLY RIGHT-OF-WAY LINE OF BETH STACEY
BOULEVARD A DISTANCE OF 120.00 FEET TO A POINT OF
INTERSECTION WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF
MARGATE BOULEVARD, THENCE NORTH 63°-15'-47" WEST ALONG
SAID SOUTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 385.38 FEET
TO A POINT OF INTERSECTION WITH THE EASTERLY RIGHT-OF-WAY

EXHIBIT "B-5"
1 of 2

LINE OF OAKMONT PARKWAY, THENCE SOUTH 26°-44'-13" WEST
ALONG SAID EASTERLY RIGHT-OF-WAY LINE A DISTANCE OF
139.28 FEET TO A POINT OF CURVATURE, THENCE ALONG THE
ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 1,015.38
FEET, CENTRAL ANGLE OF 12°-04'-42", AND A CHORD DISTANCE
OF 213.65 FEET, A DISTANCE OF 214.05 FEET TO THE POINT
OF BEGINNING. FROM SAID POINT OF BEGINNING PROCEED
SOUTH 72°-34'-31" EAST A DISTANCE OF 73.21 FEET, THENCE
SOUTH 25°-54'-10" WEST A DISTANCE OF 52.58 FEET, THENCE
NORTH 79°-15'-10" WEST A DISTANCE OF 61.29 FEET TO A
POINT ON A CURVE TO THE RIGHT, ALSO BEING THE EASTERLY
RIGHT-OF-WAY LINE OF OAKMONT PARKWAY, THENCE ALONG
SAID CURVE, HAVING A RADIUS OF 1,015.38 FEET, CENTRAL
ANGLE OF 03°-20'-50", CHORD BEARING A NORTH 12°-59'-06"
EAST AND CHORD DISTANCE OF 59.31 FEET, A DISTANCE OF
59.32 FEET TO THE POINT OF BEGINNING.

REF. REC. 1473 pg 385

EXHIBIT "B-5"
2 of 2

LEGAL DESCRIPTION

TRACT "F"

OFF. REC. 1473 PG 386

COMMON ELEMENT

PARKWOOD VILLAS II

A PARCEL OF LAND LYING IN SECTION 31, TOWNSHIP 44 SOUTH, RANGE 27 EAST, LEE COUNTY, FLORIDA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM THE NORTHWEST CORNER OF SECTION 31 PROCEED SOUTH 0°-25'-25" EAST ALONG THE WEST SECTION LINE OF SECTION 31 FOR 1,274.01 FEET, THENCE NORTH 88°-44'-13" EAST FOR 2,106.15 FEET, THENCE NORTH 88°-44'-13" EAST ALONG THE SOUTHERLY SIDE OF THE WEDGEWOOD DRAINAGEWAY FOR 558.53 FEET TO A CONCRETE MONUMENT, THENCE IN A SOUTHWESTERLY DIRECTION ALONG THE WESTERLY SIDE OF BETH STACEY BOULEVARD ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1,104.40 FEET, (CENTRAL ANGLE 22°-38'-10" - CHORD BEARING SOUTH 15°-25'-08" WEST - CHORD DISTANCE 433.49 FEET) FOR 436.32 FEET TO A POINT OF TANGENCY, THENCE SOUTH 26°-44'-13" WEST ALONG THE WESTERLY RIGHT-OF-WAY LINE OF BETH STACEY BOULEVARD A DISTANCE OF 120.00 FEET TO A POINT OF INTERSECTION WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF MARGATE BOULEVARD, THENCE NORTH 63°-15'-47" WEST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 385.38 FEET TO A POINT OF INTERSECTION WITH THE EASTERLY RIGHT-OF-WAY LINE

EXHIBIT "B-6"
1 of 2

REF 1473 PG 387

OF OAKMONT PARKWAY, THENCE SOUTH 26°-44'-13" WEST ALONG SAID EASTERLY RIGHT-OF-WAY LINE A DISTANCE OF 139.28 FEET TO A POINT OF CURVATURE, THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 1,1015.38 FEET, CENTRAL ANGLE OF 16°-33'-15", AND A CHORD DISTANCE OF 292.35 FEET, A DISTANCE OF 293.37 FEET TO THE POINT OF BEGINNING. FROM SAID POINT OF BEGINNING PROCEED SOUTH 79°-15'-10" EAST A DISTANCE OF 61.32 FEET, THENCE SOUTH 03°-38'-29" EAST A DISTANCE OF 52.06 FEET, THENCE NORTH 85°-54'-18" WEST A DISTANCE OF 72.46 FEET TO A POINT ON A CURVE TO THE RIGHT, ALSO BEING THE EASTERLY RIGHT-OF-WAY LINE OF OAKMONT PARKWAY, THENCE ALONG SAID CURVE, HAVING A RADIUS OF 1,015.38 FEET, CENTRAL ANGLE OF 03°-19'-19", CHORD BEARING OF NORTH 08°-31'-19" EAST, AND CHORD DISTANCE OF 58.86 FEET, A DISTANCE OF 58.87 FEET TO THE POINT OF BEGINNING.

EXHIBIT "B-6"
2 of 2

REF: 1473 PG 388

LEGAL DESCRIPTION
TRACT "G"
COMMON ELEMENT
PARKWOOD VILLAS II

A PARCEL OF LAND LYING IN SECTION 31, TOWNSHIP 44 SOUTH,
RANGE 27 EAST, LEE COUNTY, FLORIDA MORE PARTICULARLY DES-
CRIBED AS FOLLOWS:

FROM THE NORTHWEST CORNER OF SECTION 31 PROCEED SOUTH 00°-
25'-25" EAST ALONG THE WEST SECTION LINE OF SECTION 31 FOR
1,274.01 FEET, THENCE NORTH 88°-44'-13" EAST FOR 2,106.15
FEET, THENCE NORTH 88°-44'-13" EAST ALONG THE SOUTHERLY
SIDE OF THE WEDGEWOOD DRAINAGEWAY FOR 558.53 FEET TO A
CONCRETE MONUMENT, THENCE IN A SOUTHWESTERLY DIRECTION
ALONG THE WESTERLY SIDE OF BETH STACEY BOULEVARD ALONG
THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1,104.40
FEET, (CENTRAL ANGLE 22°-38'-10" - CHORD BEARING SOUTH
15°-25'-08" WEST - CHORD DISTANCE 433.49 FEET) FOR 436.32
FEET TO A POINT OF TANGENCY, THENCE SOUTH 26°-44'-13" WEST
ALONG THE WESTERLY RIGHT-OF-WAY LINE OF BETH STACEY
BOULEVARD A DISTANCE OF 284.87 FEET TO A POINT OF
CURVATURE, THENCE ALONG THE ARC OF A CURVE TO THE LEFT,
HAVING A RADIUS OF 630.00 FEET, A CENTRAL ANGLE OF 07°-48'-
20", AND A CHORD DISTANCE OF 85.76 FEET, FOR A DISTANCE OF
85.83 FEET TO THE POINT OF BEGINNING. FROM SAID POINT

EXHIBIT "B-7"
1 of 2

OFF. REC. 1473 PG 389

OF BEGINNING CONTINUE ALONG SAID CURVE, HAVING A RADIUS OF 630.00 FEET, A CENTRAL ANGLE OF 18°-18'-14", AND A CHORD DISTANCE OF 200.41 FEET, FOR A DISTANCE OF 201.26 FEET, THENCE SOUTH 84°-59'-04" WEST A DISTANCE OF 7.41 FEET, THENCE NORTH 05°-44'-56" EAST A DISTANCE OF 176.56 FEET TO A POINT OF CURVATURE, THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 81°-37'-47", AND A CHORD OF 32.68 FEET, FOR A DISTANCE OF 35.62 FEET TO THE POINT OF BEGINNING.

EXHIBIT "B-7"
2 of 2

REF. 1473 PG 390
REC.

LEGAL DESCRIPTION

TRACT "H"

COMMON ELEMENT

PARKWOOD VILLAS II

A PARCEL OF LAND LYING IN SECTION 31, TOWNSHIP 44 SOUTH,
RANGE 27 EAST, LEE COUNTY, FLORIDA MORE PARTICULARLY DES-
CRIBED AS FOLLOWS:

FROM THE NORTHWEST CORNER OF SECTION 31 PROCEED SOUTH 00°-
25'-25" EAST ALONG THE WEST SECTION LINE OF SECTION 31 FOR
1,274.01 FEET, THENCE NORTH 88°-44'-13" EAST FOR 2,106.15
FEET, THENCE NORTH 88°-44'-13" EAST ALONG THE SOUTHERLY
SIDE OF THE WEDGEWOOD DRAINAGEWAY FOR 558.53 FEET TO A
CONCRETE MONUMENT, THENCE IN A SOUTHWESTERLY DIRECTION
ALONG THE WESTERLY SIDE OF BETH STACEY BOULEVARD ALONG THE
ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1,104.40
FEET, (CENTRAL ANGLE 22°-38'-10" - CHORD BEARING SOUTH
15°-25'-08" WEST - CHORD DISTANCE 433.49 FEET) FOR 436.32
FEET TO A POINT OF TANGENCY, THENCE SOUTH 26°-44'-13" WEST
ALONG THE WESTERLY RIGHT-OF-WAY LINE OF BETH STACEY
BOULEVARD A DISTANCE OF 275.17 FEET TO THE POINT OF BEGINNING.
THENCE FROM SAID POINT OF BEGINNING CONTINUE SOUTH 26°-
44'-13" WEST A DISTANCE OF 44.11 FEET TO A POINT OF
CURVATURE, THENCE ALONG A CURVE TO THE RIGHT, HAVING A RADIUS
OF 630.00 FEET, A CENTRAL ANGLE OF 04°-49'-47", AND A

EXHIBIT "B-8"
1 of 2

OFF. REC. 1473 PG 391

CHORD DISTANCE OF 53.09 FEET , FOR A DISTANCE OF 53.11 FEET TO A POINT ON A CURVE, THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 41°-21'-29", A CHORD BEARING A NORTH 06°-03'-28" EAST AND A CHORD DISTANCE OF 17.66 FEET, FOR A DISTANCE OF 18.05 FEET TO A POINT OF TANGENCY, THENCE NORTH 26°-44'-13" EAST A DISTANCE OF 80.63 FEET, THENCE SOUTH 63°-15'-47" EAST A DISTANCE OF 4.00 FEET TO THE POINT OF BEGINNING.

EXHIBIT "B-8"
2 of 2

LEGAL DESCRIPTION

OFF. REC. 1473 PG 392

TRACT "K"

COMMON ELEMENT

PARKWOOD VILLAS II

A PARCEL OF LAND LYING IN SECTION 31, TOWNSHIP 44 SOUTH,
RANGE 27 EAST, LEE COUNTY, FLORIDA MORE PARTICULARLY DES-
CRIBED AS FOLLOWS:

FROM THE NORTHWEST CORNER OF SECTION 31, TOWNSHIP 44 SOUTH,
RANGE 27 EAST, LEE COUNTY, FLORIDA, PROCEED SOUTH 00°- 25'-
25" EAST ALONG THE WEST SECTION LINE OF SECTION 31 FOR 1,274.01
FEET, THENCE CONTINUE NORTH 88°-44'-13" EAST FOR 2,106.15
FEET, THENCE NORTH 88°-44'-13" EAST ALONG THE SOUTHERLY RIGHT-
OF-WAY LINE OF THE WEDGEWOOD DRAINAGEWAY FOR 558.53 FEET TO
A CONCRETE MONUMENT, THENCE IN A SOUTHWESTERLY DIRECTION ALONG
THE WESTERLY RIGHT-OF-WAY LINE OF BETH STACEY BOULEVARD ALONG
THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1,104.40
FEET, A CENTRAL ANGLE OF 22°-38'-10", A CHORD BEARING OF SOUTH
15°-25'-08" WEST, AND A CHORD DISTANCE OF 433.49 FEET, FOR
436.32 FEET TO A POINT OF TANGENCY, THENCE SOUTH 26°-44'-13"
WEST ALONG THE WESTERLY RIGHT-OF-WAY LINE OF BETH STACEY
BOULEVARD 259.28 FEET TO A POINT OF CURVATURE, THENCE ALONG
THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 630.00
FEET AND A CENTRAL ANGLE OF 26°-23'-45", 290.24 FEET TO A
POINT OF TANGENCY, THENCE SOUTH 00°-20'-28" WEST 351.66 FEET,
THENCE SOUTH 89°-13'-37" WEST 83.25 FEET TO THE POINT OF
BEGINNING. FROM SAID POINT OF BEGINNING CONTINUE SOUTH 89°-
13'-37" WEST 459.51 FEET, THENCE NORTH 00°-46'-23" WEST 110.00
FEET, TO A POINT ON A CURVE, THENCE ALONG THE ARC OF A CURVE
TO THE LEFT, HAVING A RADIUS OF 670.66 FEET, A CHORD BEARING
OF NORTH 88°-24'-24" EAST, A CHORD OF 19.20 FEET, AND A
CENTRAL ANGLE OF 01°-38'-25", 19.20 FEET, THENCE SOUTH 06°-
36'-13" EAST 83.93 FEET, THENCE NORTH 83°-23'-47" EAST 100.90
FEET, THENCE NORTH 75°-30'-37" EAST 51.89 FEET, THENCE NORTH
74°-52'-00", 49.97 FEET, THENCE NORTH 71°-29'-01" EAST 97.35
FEET, THENCE NORTH 74°-23'-48" EAST 47.36 FEET, THENCE NORTH

EXHIBIT "B-9"

1 OF 2

75°-04'-51" EAST 49.77 FEET, THENCE SOUTH 60°-34'-47" EAST
55.02 FEET, THENCE SOUTH 00°-20'-28" WEST 88.02 FEET TO THE
POINT OF BEGINNING.

REF. 1473 PG 393

EXHIBIT "B-9"
2 of 2

LEGAL DESCRIPTION

TRACT "L"

OFF. REC. 1473 PG 394

COMMON ELEMENT

PARKWOOD VILLAS II

A PARCEL OF LAND LYING IN SECTION 31, TOWNSHIP 44 SOUTH, RANGE 27 EAST, LEE COUNTY, FLORIDA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM THE NORTHWEST CORNER OF SECTION 31 PROCEED SOUTH 00°-25'-25" EAST ALONG THE WEST SECTION LINE OF SECTION 31 FOR 1,274.01 FEET, THENCE NORTH 88°-44'-13" EAST FOR 2,106.15 FEET, THENCE NORTH 88°-44'-13" EAST ALONG THE SOUTHERLY SIDE OF THE WEDGEWOOD DRAINAGEWAY FOR 558.53 FEET TO A CONCRETE MONUMENT, THENCE IN A SOUTHWESTERLY DIRECTION ALONG THE WESTERLY SIDE OF BETH STACEY BOULEVARD ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1,104.40 FEET, (CENTRAL ANGLE 22°-38'-10" - CHORD BEARING SOUTH 15°-25'-08" WEST - CHORD DISTANCE 433.49 FEET) FOR 436.32 FEET TO A POINT OF TANGENCY, THENCE SOUTH 26°-44'-13" WEST ALONG THE WESTERLY RIGHT-OF-WAY LINE OF BETH STACEY BOULEVARD A DISTANCE OF 259.28 FEET TO A POINT OF CURVATURE, THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 630.00 FEET, CENTRAL ANGLE OF 26°-23'-45" AND CHORD DISTANCE OF 287.68 FEET, A DISTANCE OF 290.24 FEET TO A POINT OF TANGENCY, THENCE SOUTH 00°-20'-28" WEST A DISTANCE OF 173.00 FEET TO A POINT OF BEGINNING. FROM SAID POINT

EXHIBIT "B-10"
1 of 2

REF 1473 FD 395

OF BEGINNING CONTINUE SOUTH 00°-20'-28" WEST A DISTANCE OF 84.66 FEET, THENCE NORTH 89°-39'-32" WEST A DISTANCE OF 51.28 FEET, THENCE NORTH 24°-50'-16" EAST A DISTANCE OF 50.24 FEET, THENCE NORTH 00°-20'-28" EAST A DISTANCE OF 63.84 FEET TO THE SOUTHERLY RIGHT-OF-WAY LINE OF RIDGECREST STREET, THENCE NORTH 89°-14'-04" EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE OF RIDGECREST STREET A DISTANCE OF 4.96 FEET TO A POINT OF CURVATURE, THENCE ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 25.00 FEET, CENTRAL ANGLE OF 91°-06'-50" AND CHORD DISTANCE OF 35.70 FEET A DISTANCE OF 39.76 FEET TO THE POINT OF BEGINNING.

EXHIBIT "B-10"
2 of 2

LEGAL DESCRIPTION

TRACT "M"

REF. REC. 1473 PG 396

COMMON ELEMENT

PARKWOOD VILLAS II

A PARCEL OF LAND LYING IN SECTION 31, TOWNSHIP 44 SOUTH,
RANGE 27 EAST, LEE COUNTY, FLORIDA MORE PARTICULARLY DES-
CRIBED AS FOLLOWS:

FROM THE NORTHWEST CORNER OF SECTION 31 PROCEED SOUTH 00°-
25'-25" EAST ALONG THE WEST SECTION LINE OF SECTION 31 FOR
1,274.01 FEET, THENCE NORTH 88°-44'-13" EAST FOR 2,106.75
FEET, THENCE NORTH 88°-44'-13" EAST ALONG THE SOUTHERLY
SIDE OF THE WEDGEWOOD DRAINAGEWAY FOR 558.53 FEET TO A
CONCRETE MONUMENT, THENCE IN A SOUTHWESTERLY DIRECTION
ALONG THE WESTERLY SIDE OF BETH STACEY BOULEVARD ALONG THE
ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1,104.40
FEET, (CENTRAL ANGLE 22°-38'-10" - CHORD BEARING SOUTH
15°-25'-08" WEST - CHORD DISTANCE 433.49 FEET) FOR 436.32
FEET TO A POINT OF TANGENCY, THENCE SOUTH 26°-44'-13" WEST
ALONG THE WESTERLY RIGHT-OF-WAY LINE OF BETH STACEY
BOULEVARD A DISTANCE OF 259.28 FEET TO A POINT OF CURVATURE.
THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS
OF 630.00 FEET, CENTRAL ANGLE OF 26°-23'-45" AND CHORD
DISTANCE OF 287.68 FEET, A DISTANCE OF 290.24 FEET TO A
POINT OF TANGENCY, THENCE SOUTH 00°-20'-28" WEST A DISTANCE
OF 147.51 FEET TO THE SOUTHERLY RIGHT-OF-WAY OF RIDGECREST
STREET, THENCE SOUTH 89°-13'-35" WEST ALONG SAID RIGHT-OF-

EXHIBIT "B-11"
1 of 2

REF. 1473 PG 397
REF.

WAY OF RIDGECREST STREET A DISTANCE OF 52.61 FEET TO A POINT OF CURVATURE, THENCE ALONG THE ARC OF A CURVE TO THE LEFT HAVING A RADIUS OF 610.66 FEET, CENTRAL ANGLE OF 05°-29'-55" AND CHORD DISTANCE OF 58.60 FEET, A DISTANCE OF 58.60 FEET TO THE POINT OF BEGINNING, THENCE SOUTH 24°-50'-16" WEST A DISTANCE OF 67.18 FEET, THENCE NORTH 14°-55'-09" WEST A DISTANCE OF 56.63 FEET TO A POINT OF INTERSECTION WITH THE SOUTHERLY RIGHT-OF-WAY OF RIDGECREST STREET AND BEING A POINT ON A CURVE TO THE RIGHT, THENCE ALONG SAID CURVE HAVING A RADIUS OF 610.66 FEET, CENTRAL ANGLE OF 04°-03'-38", CHORD BEARING NORTH 81°-41'-56" EAST, CHORD DISTANCE 43.25 FEET, A DISTANCE OF 43.26 FEET TO THE POINT OF BEGINNING.

EXHIBIT "B-11"
2 of 2

OFF. REC. 1473 PG 398

LEGAL DESCRIPTION

TRACT "N"

COMMON ELEMENT

PARKWOOD VILLAS II

A PARCEL OF LAND LYING IN SECTION 31, TOWNSHIP 44 SOUTH, RANGE 27 EAST, LEE COUNTY, FLORIDA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM THE NORTHWEST CORNER OF SECTION 31, TOWNSHIP 44 SOUTH, RANGE 27 EAST, LEE COUNTY, FLORIDA, PROCEED SOUTH 00 - 25' - 25" EAST ALONG THE WEST SECTION LINE OF SECTION 31 FOR 1,274.01 FEET, THENCE CONTINUE NORTH 88°-44'-13" EAST FOR 2,106.15 FEET, THENCE NORTH 88°-44'13" EAST ALONG THE SOUTHERLY RIGHT-OF-WAY LINE OF THE WEDGEWOOD DRAINAGEWAY FOR 558.53 FEET TO A CONCRETE MONUMENT, THENCE IN A SOUTHWESTERLY DIRECTION ALONG THE WESTERLY RIGHT-OF-WAY LINE OF BETH STACEY BOULEVARD ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1,104.40 FEET, A CENTRAL ANGLE OF 22°-38'-10", A CHORD BEARING OF SOUTH 15°-25'-08" WEST, AND A CHORD DISTANCE OF 433.49 FEET, FOR 436.32 FEET TO A POINT OF TANGENCY, THENCE SOUTH 26 -44'-13" WEST ALONG THE WESTERLY RIGHT-OF-WAY LINE OF BETH STACEY BOULEVARD 259.28 FEET TO A POINT OF CURVATURE, THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 630.00 FEET AND A CENTRAL ANGLE OF 06°-43'-15", 73.90 FEET, THENCE NORTH 69°-59'-04" WEST 72.96 FEET, THENCE SOUTH 32°-36'-59" WEST 10.25 FEET TO THE POINT OF BEGINNING. FROM SAID POINT

EXHIBIT "B-12"
PAGE 1 OF 2

OF BEGINNING PROCEED SOUTH $69^{\circ}-59'-04''$ EAST 12.71 FEET
TO A POINT OF CURVATURE, THENCE ALONG THE ARC OF A CURVE TO
THE RIGHT, HAVING A RADIUS OF 25.00 FEET AND A CENTRAL ANGLE
OF $75^{\circ}-44'-01''$ TO A POINT OF TANGENCY, THENCE SOUTH $05^{\circ}-44'-$
 $56''$ WEST 31.39 FEET, THENCE NORTH $84^{\circ}-15'-04''$ WEST 60.91
FEET, THENCE NORTH $32^{\circ}-36'-59''$ EAST 65.85 FEET TO THE
POINT OF BEGINNING.

OFF
REC 1473 pg 399

EXHIBIT "B-12"
2 of 2

LEGAL DESCRIPTION

REF. 1473 pg 400
REF.

TRACT "O"

COMMON ELEMENT

PARKWOOD VILLAS II

A PARCEL OF LAND LYING IN SECTION 31, TOWNSHIP 44 SOUTH,
RANGE 27 EAST, LEE COUNTY, FLORIDA MORE PARTICULARLY DES-
CRIBED AS FOLLOWS:

FROM THE NORTHWEST CORNER OF SECTION 31, TOWNSHIP 44 SOUTH,
RANGE 27 EAST, LEE COUNTY, FLORIDA , PROCEED SOUTH 00 -25'-
25" EAST ALONG THE WEST SECTION LINE OF SECTION 31 FOR 1,274.01
FEET, THENCE CONTINUE NORTH 88°-44'-13" EAST FOR 2,106.15
FEET, THENCE NORTH 86°-44'-13" EAST ALONG THE SOUTHERLY RIGHT-
OF-WAY LINE OF THE WEDGEWOOD DRAINAGEWAY FOR 558.53 FEET TO
A CONCRETE MONUMENT, THENCE IN A SOUTHWESTERLY DIRECTION ALONG
THE WESTERLY RIGHT-OF-WAY LINE OF BETH STACEY BOULEVARD ALONG
THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1,104.40
FEET, A CENTRAL ANGLE OF 22°-38'-10", A CHORD BEARING OF SOUTH
15 -25'-08" WEST, AND A CHORD DISTANCE OF 433.49 FEET, FOR
436.32 FEET TO A POINT OF TANGENCY, THENCE SOUTH 26°-44'-13"
WEST ALONG THE WESTERLY RIGHT-OF-WAY LINE OF BETH STACEY
BOULEVARD 259.28 FEET TO A POINT OF CURVATURE, THENCE ALONG
THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 630.00
FEET AND A CENTRAL ANGLE OF 06°-43'-15", 73.90 FEET, THENCE
NORTH 69°-59'-04" WEST 72.96 FEET, THENCE NORTH 07°-27'-44"
EAST 10.25 FEET TO THE POINT OF BEGINNING. FROM SAID POINT
OF BEGINNING PROCEED NORTH 09°-35'-43" EAST 46.79 FEET,

EXHIBIT "B-13"
PAGE 1 OF 2

THENCE SOUTH $63^{\circ}-15'-47''$ EAST 63.30 FEET, THENCE SOUTH
26 $^{\circ}-44'-13''$ WEST 16.65 FEET TO A POINT OF CURVATURE,
THENCE ALONG THE ARC OF A CURVE TO THE RIGHT, HAVING A
RADIUS OF 25.00 FEET AND A CENTRAL ANGLE OF $83^{\circ}-16'-43''$,
36.35 FEET TO A POINT OF TANGENCY, THENCE NORTH $69^{\circ}-59'-$
04" WEST 27.63 FEET TO THE POINT OF BEGINNING.

REF. REC. 1473 PG 401

EXHIBIT "B-13"
2 of 2

OCT 29 1980

LEGAL DESCRIPTION

TRACT "I"

COMMON ELEMENT

ROADWAY

REF. REC. 1473 PG 402

PARKWOOD VILLAS II

A PARCEL OF LAND LYING IN SECTION 31 TOWNSHIP 44 SOUTH,
RANGE 27 EAST, LEE COUNTY, FLORIDA MORE PARTICULARLY DES-
CRIBED AS FOLLOWS:

FROM THE NORTHWEST CORNER OF SECTION 31 PROCEED SOUTH 00°-
25'-25" EAST ALONG THE WEST SECTION LINE OF SECTION 31 FOR
1,274.01 FEET, THENCE NORTH 88°-44'-13" EAST FOR 2,106.15
FEET, THENCE NORTH 88°-44'-13" EAST ALONG THE SOUTHERLY
SIDE OF THE WEDGEWOOD DRAINAGEWAY FOR 558.53 FEET TO A
CONCRETE MONUMENT, THENCE IN A SOUTHWESTERLY DIRECTION
ALONG THE WESTERLY SIDE OF BETH STACEY BOULEVARD ALONG
THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1,104.40
FEET, (CENTRAL ANGLE 22°-38'-10" - CHORD BEARING SOUTH
15°-25'-08" WEST - CHORD DISTANCE 433.49 FEET) FOR 436.32
FEET TO A POINT OF TANGENCY, THENCE SOUTH 26°-44'-13" WEST
ALONG THE WESTERLY RIGHT-OF-WAY LINE OF BETH STACEY
BOULEVARD A DISTANCE OF 259.28 FEET TO A POINT OF CURVATURE,
THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS
OF 630.00 FEET, A CENTRAL ANGLE OF 07°-48'-20", AND A
CHORD DISTANCE OF 85.76 FEET, FOR A DISTANCE OF 85.83 FEET
TO A POINT OF INTERSECTION WITH A CURVE AND THE POINT OF

EXHIBIT "C-1"
1 of 3

UFF
SEC. 1473 PG 403

BEGINNING. FROM SAID POINT OF BEGINNING PROCEED ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 25.00 FEET A CENTRAL ANGLE OF 81°-37'-47", A CHORD BEARING OF SOUTH 46°-33'-50" WEST, AND A CHORD DISTANCE OF 32.68 FEET, A DISTANCE OF 35.62 FEET TO A POINT OF TANGENCY, THENCE SOUTH 05°-44'-56" WEST A DISTANCE OF 176.56 FEET, THENCE SOUTH 84°-59'-04" WEST A DISTANCE OF 13.89 FEET, THENCE NORTH 05°-00'-56" WEST A DISTANCE OF 23.00 FEET, THENCE NORTH 00°-23'-44" WEST A DISTANCE OF 19.20 FEET, THENCE NORTH 05°-44'-56" EAST A DISTANCE OF 155.28 FEET TO A POINT OF CURVATURE, THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF 75°-44'-01", AND A CHORD DISTANCE OF 30.69 FEET, A DISTANCE OF 33.05 FEET TO A POINT OF TANGENCY, THENCE NORTH 69°-59'-04" WEST A DISTANCE OF 43.63 FEET TO A POINT OF CURVATURE, THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 10.00 FEET, A CENTRAL ANGLE OF 77°-23'-57", AND A CHORD DISTANCE OF 12.51 FEET, A DISTANCE OF 13.51 FEET TO A POINT OF TANGENCY, THENCE SOUTH 32°-36'-59" WEST A DISTANCE OF 6.37 FEET, THENCE NORTH 57°-23'-01" WEST A DISTANCE OF 22.00 FEET, THENCE NORTH 33°-23'-02" EAST A DISTANCE OF 19.78 FEET, THENCE NORTH 08°-44'-15" EAST A DISTANCE OF 12.12 FEET, THENCE SOUTH 80°-24'-17" EAST A DISTANCE OF 22.00 FEET, THENCE SOUTH 09°-35'-43" WEST A DISTANCE OF 0.13 FEET TO A POINT OF CURVATURE, THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 7.00

EXHIBIT "C-1"
2 of 3

OFF.
REC. 1473 PG 404

FEET, A CENTRAL ANGLE OF $79^{\circ}-34'-48''$, AND A CHORD DISTANCE OF 8.96 FEET, A DISTANCE OF 9.72 FEET TO A POINT OF TANGENCY, THENCE SOUTH $69^{\circ}-59'-04''$ EAST A DISTANCE OF 60.44 FEET TO A POINT OF CURVATURE, THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF $83^{\circ}-16'-43''$, AND A CHORD DISTANCE OF 33.22 FEET, A DISTANCE OF 36.34 FEET TO A POINT OF TANGENCY, THENCE NORTH $26^{\circ}-44'-13''$ EAST A DISTANCE OF 88.65 FEET, THENCE SOUTH $63^{\circ}-15'-47''$ EAST A DISTANCE OF 18.00 FEET, THENCE SOUTH $26^{\circ}-44'-13''$ WEST A DISTANCE OF 80.63 FEET TO A POINT OF CURVATURE, THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 25.00 FEET, A CENTRAL ANGLE OF $41^{\circ}-21'-29''$, AND A CHORD DISTANCE OF 17.66 FEET, A DISTANCE OF 18.05 FEET TO A POINT OF INTERSECTION WITH A CURVE ALSO BEING THE WESTERLY RIGHT-OF-WAY LINE OF BETH STACEY BOULEVARD, THENCE ALONG SAID CURVE AND RIGHT-OF-WAY LINE, HAVING A RADIUS OF 630.00 FEET, CENTRAL ANGLE OF $02^{\circ}-58'-33''$, A CHORD BEARING OF SOUTH $20^{\circ}-25'-07''$ WEST AND A CHORD DISTANCE OF 32.72 FEET, A DISTANCE OF 32.72 FEET TO THE POINT OF BEGINNING.

EXHIBIT "C-1"
3 of 3

REF. 1473 PG 405

LEGAL DESCRIPTION
TRACT "J"
COMMON ELEMENT
(ROADWAY AND UTILITY EASEMENT)
PARKWOOD VILLAS II

A PARCEL OF LAND LYING IN SECTION 31, TOWNSHIP 44 SOUTH,
RANGE 27 EAST, LEE COUNTY, FLORIDA MORE PARTICULARLY DES-
CRIBED AS FOLLOWS:

FROM THE NORTHWEST CORNER OF SECTION 31 PROCEED SOUTH 0°-
25'-25" EAST ALONG THE WEST SECTION LINE OF SECTION 31 FOR
1,274.01 FEET, THENCE NORTH 88°-44'-13" EAST FOR 2,106.15
FEET, THENCE NORTH 88°-44'-13" EAST ALONG THE SOUTHERLY
SIDE OF THE WEDGEWOOD DRAINAGEWAY FOR 558.53 FEET TO A
CONCRETE MONUMENT, THENCE IN A SOUTHWESTERLY DIRECTION
ALONG THE WESTERLY SIDE OF BETH STACEY BOULEVARD ALONG THE
ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1,104.40
FEET, (CENTRAL ANGLE 22°-38'-10" - CHORD BEARING SOUTH 15°-
25'-08" WEST - CHORD DISTANCE 433.49 FEET) FOR 436.32
FEET TO A POINT OF TANGENCY, THENCE SOUTH 26°-44'-13"
WEST ALONG THE WESTERLY RIGHT-OF-WAY LINE OF BETH STACEY
BOULEVARD A DISTANCE OF 120.00 FEET TO A POINT OF
INTERSECTION WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF
MARGATE BOULEVARD, THENCE NORTH 63°-15'-47" WEST ALONG
SAID SOUTHERLY RIGHT-OF-WAY LINE OF DISTANCE OF 385.38 FEET
TO A POINT OF INTERSECTION WITH THE EASTERLY RIGHT-OF-WAY

EXHIBIT "C-2"
- 1 of 3

REF. REC. 1473 PG 406

LINE OF OAKMONT PARKWAY, THENCE SOUTH 26°-44'-13" WEST
ALONG SAID EASTERLY RIGHT-OF-WAY LINE A DISTANCE OF
139.28 FEET TO A POINT OF CURVATURE, THENCE ALONG THE ARC
OF A CURVE TO THE LEFT, HAVING A RADIUS OF 1,015.38 FEET,
CENTRAL ANGLE OF 15°-25'-32" AND A CHORD DISTANCE OF
272.54 FEET, A DISTANCE OF 273.37 FEET TO THE POINT OF
BEGINNING. FROM SAID POINT OF BEGINNING PROCEED SOUTH
79°-15'-10" EAST A DISTANCE OF 93.00 FEET TO A POINT OF
CURVATURE, THENCE ALONG THE ARC OF A CURVE TO THE LEFT,
HAVING A RADIUS OF 10.00 FEET, A CENTRAL ANGLE OF 74°-50'-40"
AND A CHORD DISTANCE OF 12.15 FEET, A DISTANCE OF 13.06
FEET TO A POINT OF TANGENCY, THENCE NORTH 25°-54'-10"
EAST A DISTANCE OF 8.01 FEET, THENCE SOUTH 64°-05'-50"
EAST A DISTANCE OF 22.00 FEET, THENCE SOUTH 25°-31'-35"
WEST A DISTANCE OF 20.38 FEET, THENCE SOUTH 03°-38'-29"
EAST A DISTANCE OF 19.86 FEET, THENCE SOUTH 86°-21'-31"
WEST A DISTANCE OF 22.00 FEET, THENCE NORTH 03°-38'-29"
WEST A DISTANCE OF 7.77 FEET TO A POINT OF CURVATURE,
THENCE ALONG THE ARC OF A CURVE TO THE LEFT, HAVING A
RADIUS OF 10.00 FEET, A CENTRAL ANGLE OF 75°-36'-41",
AND A CHORD DISTANCE OF 12.26 FEET, A DISTANCE OF 13.20
FEET TO A POINT OF TANGENCY, THENCE NORTH 79°-15'-10"
WEST A DISTANCE OF 92.80 FEET TO A POINT OF INTERSECTION
WITH A CURVE, BEING THE EASTERLY RIGHT-OF-WAY LINE OF
OAKMONT PARKWAY, THENCE ALONG SAID CURVE TO THE RIGHT,
HAVING A RADIUS OF 1,015.38 FEET, A CENTRAL ANGLE OF

EXHIBIT "C-2"
2 of 3

DEF. REC. 1473 PG 407

OF 01°-07'-42", A CHORD BEARING OF NORTH 10°-44'-50" EAST,
AND A CHORD DISTANCE OF 20.00 FEET A DISTANCE OF 20.00 FEET
TO THE POINT OF BEGINNING.

EXHIBIT "C-2"
3 of 3

OCT 29 1980

LEGAL DESCRIPTION

OFF. REC. 1473 PG 408

UTILITY EASEMENT

PARKWOOD VILLAS II

A PARCEL OF LAND LYING IN SECTION 31, TOWNSHIP 44 SOUTH, RANGE 27 EAST, LEE COUNTY, FLORIDA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

FROM THE NORTHWEST CORNER OF SECTION 31 PROCEED SOUTH 00°-25'-25" EAST ALONG THE WEST SECTION LINE OF SECTION 31 FOR 1,274.01 FEET, THENCE NORTH 88°-44'-13" EAST FOR 2,106.15 FEET, THENCE NORTH 88°-44'-13" EAST ALONG THE SOUTHERLY SIDE OF THE WEDGEWOOD DRAINAGEWAY FOR 558.53 FEET TO A CONCRETE MONUMENT, THENCE IN A SOUTHWESTERLY DIRECTION ALONG THE WESTERLY SIDE OF BETH STACEY BOULEVARD ALONG THE ARC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 1,104.40 FEET, (CENTRAL ANGLE 22°-38'-10" - CHORD BEARING SOUTH 15°-25'-08" WEST - CHORD DISTANCE 433.49 FEET) FOR 436.32 FEET TO A POINT OF TANGENCY, THENCE SOUTH 26°-44'-13" WEST ALONG THE WESTERLY RIGHT-OF-WAY LINE OF BETH STACEY BOULEVARD A DISTANCE OF 215.17 FEET, THENCE NORTH 63°-15'-47" WEST A DISTANCE OF 22.00 FEET TO THE POINT OF BEGINNING.

FROM SAID POINT OF BEGINNING PROCEED SOUTH 26°-44'-13" WEST A DISTANCE OF 88.65 FEET, THENCE SOUTH 34°-19'-17" WEST A DISTANCE OF 62.86 FEET, THENCE SOUTH 05°-44'-56" WEST A DISTANCE OF 115.28 FEET, THENCE SOUTH 00°-23'-44" EAST A DISTANCE OF 19.20 FEET, THENCE SOUTH 05°-00'-56" EAST A DISTANCE OF 23.00 FEET,

EXHIBIT "D"
1 of 2

OFF. REC. 1473 PG 409

THENCE SOUTH 84°-59'-04" WEST A DISTANCE OF 6.00 FEET,
THENCE NORTH 02°-49'-44" WEST A DISTANCE OF 43.28 FEET,
THENCE NORTH 05°-44'-56" EAST A DISTANCE OF 171.52 FEET,
THENCE NORTH 21°-14'-16" EAST A DISTANCE OF 24.58 FEET,
THENCE NORTH 20°-00'-56" EAST A DISTANCE OF 6.00 FEET TO
THE POINT OF CURVATURE, THENCE ALONG A CURVE TO THE LEFT,
HAVING RADIUS OF 19.00 FEET, A CENTRAL ANGLE OF 83°-16'-
43" A CHORD DISTANCE OF 25.25 FEET, A DISTANCE OF 27.62
FEET TO A POINT OF TANGENCY, THENCE NORTH 26°-44'-13" EAST
A DISTANCE OF 88.65 FEET, THENCE SOUTH 63°-15'-47" EAST
A DISTANCE OF 6.00 FEET TO THE POINT OF BEGINNING.

EXHIBIT "D"
2 of 2

REF. 1473 PG 410

OPERATING BUDGET

PARKWOOD VILLAS II HOMEOWNERS ASSOCIATION, INC. (44 UNITS)

ITEM	PER UNIT	MONTHLY	ANNUALLY
<u>MANAGEMENT FEE</u>	\$. 2.00	\$ 88.00	\$ 1056.00
<u>MAINTENANCE & REPAIRS</u>			
Grounds Labor	22.73	1000.00	12000.00
Small Repairs & Purchases	4.55	200.00	2400.00
Pest Control	1.14	50.00	600.00
Pool Service & Supplies	4.55	200.00	2400.00
Refurbishing & Replacement of Pool Furniture	1.14	50.00	600.00
<u>INSURANCE</u>			
Multi-Peril & Liability	4.55	200.00	2400.00
<u>UTILITIES</u>			
Trash Collection	2.27	100.00	1200.00
Electric	9.09	400.00	4800.00
Water & Sewer	1.36	60.00	720.00
<u>OFFICE CHARGES</u>			
Bank Charges, Postage, & Tax Service	2.27	100.00	1200.00
<u>CONTINGENCIES</u>			
For Miscellaneous Maintenance Expenses (road maintenance) & Contingencies	8.00	352.00	4224.00
	\$ 63.65	\$2800.00	\$ 33600.00
SUGGESTED FEE	\$ 64.00		
ANNUAL PER UNIT COST	\$768.00		

EXHIBIT "E"

Dec 9 3 12 PM '80
 CLERK OF CIRCUIT COURT
 LEE COUNTY, FLORIDA
 RECORDS DIVISION

CERTIFICATE OF AMENDMENT

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

PARKWOOD VILLAS II

I HEREBY CERTIFY that the following amendment to the Declaration of Covenants, Conditions and Restrictions of Parkwood Villas II was duly adopted by the Association membership at the duly noticed special members' meeting of the Association on the 4th day of May, 2005. Said amendment was approved by a proper percentage of voting interests of the Association. The Declaration of Covenants, Conditions and Restrictions is recorded at O.R. Book 1473, Pages 353 et seq., of the Public Records of Lee County, Florida.

Additions indicated by underlining.
Deletions indicated by ~~striking through~~.

Amendment No. 1: Article V, Section 15, Declaration of Covenants, Conditions and Restrictions (NEW)

ARTICLE V: USE RESTRICTIONS

(Sections 1 through 14 Remain Unchanged)

SECTION 15 - Maximum Number of Units Owned - No natural person, or artificial entity (including, but not limited to, corporations, limited liability companies, partnerships, or trusts), or any officer, director, member, shareholder, general partner, limited partner, beneficiary, trustee, or principal thereof, may hold a legal, equitable or contractual interest in more than two (2) units within the Community at the same time. Neither shall any artificial entity which has officers, directors, shareholders, members, beneficiaries, trustees, etc., in common with any other artificial entity, or individual unit owner hold an interest in more than two (2) units within the Community at the same time. Further, no person who is related to a unit owner (by blood, marriage, or adoption) or who has contractual relationships with another unit owner involving unit ownership issues, shall be permitted to own a unit, unless said person acquires and actually uses said unit as a bone fide residence for said person. It is the intention of this clause that owners shall only own a maximum of two (2) units and that groups of units shall not be owned by individuals, families, or artificial entities for investment/rental purposes. Any unit owner who owns more than two (2) units as of the effective date of this provision (recordation in the public records of Lee County, Florida, after approval by the membership of the Association) are "grandfathered," as to those units owned on said date.

INSTR # 6872588

OR BK 04779 Pgs 0384 - 385; (2pgs)

RECORDED 06/30/2005 12:59:38 PM

CHARLIE GREEN, CLERK OF COURT

LEE COUNTY, FLORIDA

RECORDING FEE 10.50

DEPUTY CLERK M Killeen

Page 1 of 2

LAW OFFICES

BECKER & POLIAKOFF, P.A. • 14241 METROPOLIS AVENUE, SUITE 100 • FT. MYERS, FLORIDA 33912

TELEPHONE (239) 433-7707

WWW.BECKER-POLIAKOFF.COM

WITNESSES:
(TWO)

PARKWOOD VILLAS HOMEOWNERS
ASSOCIATION, II, INC.

Liz Nacuk
Signature
LIZ NACUK
Printed Name

BY: Wilma Lochner
Wilma Lochner, President

Date: 6-7-05

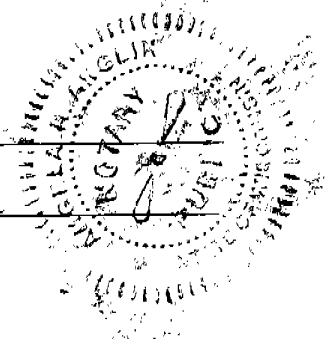
(CORPORATE SEAL)

Lauri Swafford
Signature
Lauri Swafford
Printed Name

Wisconsin
STATE OF ~~FLORIDA~~)
Milwaukee) SS:
COUNTY OF ~~LEE~~)

The foregoing instrument was acknowledged before me this 7 day of June 2005, 2005 by Wilma Lochner as President of Parkwood Villas Homeowners Association, II, Inc., a Florida Corporation, on behalf of the corporation. She is personally known to me or has produced (type of identification) Dr. Lic as identification and did take an oath.

Angela R Anglin
Notary Public
Angela R Anglin
Printed Name



My commission expires: April 15, 2007
278456_1.DOC

RECEIVED
R 13 03 D

CERTIFICATE OF AMENDMENT

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

PARKWOOD VILLAS II

I HEREBY CERTIFY that the following amendment to the Declaration of Covenants, Conditions and Restrictions of Parkwood Villas II was duly adopted by the consent of two-thirds (2/3) of the voting members. Said amendment was approved by a proper percentage of voting interests of the Association. The Declaration of Covenants, Conditions and Restrictions is recorded at O.R. Book 1473, Pages 353 et seq., of the Public Records of Lee County, Florida. The consents of two-thirds (2/3) of the voting members are attached hereto.

Additions indicated by underlining.
Deletions indicated by ~~striking through~~.

Amendment No. 1: Article IX, Section 3, Declaration of Covenants, Conditions and Restrictions

ARTICLE IX: GENERAL PROVISIONS

(Sections 1 and 2 Unchanged)

SECTION 3 - Amendments - Covenants and restrictions of this Declaration may be amended by duly recording an instrument executed ~~and acknowledged by~~ by an officer of the Association, attesting that two-thirds (2/3) of the voting ~~members~~ interests of the Association (one voting interest per unit) present (in person or by proxy) and voting at a duly noticed meeting at which a quorum is present have approved said amendment. Notwithstanding the above, however, ~~the Declarant may have the unrestricted right to amend the covenants and restrictions until such time as seventy five (75%) percent of the units in the development are sold, and provided further, that no amendments shall be adopted thereafter without the consent and approval of the Developer so long as it shall own three (3) or more units in the development.~~

INSTR # 5960035
Official Records BK 04052 PG 3387
RECORDED 09/10/2003 08:10:34 AM
CHARLIE GREEN, CLERK OF COURT
LEE COUNTY
RECORDING FEE 159.00
DEPUTY CLERK P Johnston



CONSENT TO AMENDMENTS OF COVENANTS

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
PARKWOOD VILLAS II

I (We) the undersigned Owner(s) of Unit No. 30 in Parkwood Villas II, said property having a street address of 1604 MARGATE BLVD., Lehigh Acres, Florida 33936, hereby grant written consent to and join in the execution of the attached amendment to the Declaration of Covenants, Conditions and Restrictions of Parkwood Villas II, as recorded in O.R. Book 1473, Pages 353, et seq, of the Lee County Public Records.

WITNESSES:
(TWO)

OWNER #1

Christina English
Signature
Christina English
Printed Name:

BY: David L. Kirk Sr
Printed Name: DAVID L. KIRK SR

Date: 4/1/03

Jennifer Thompkins
Signature
Jennifer Thompkins
Printed Name

STATE OF)
COUNTY OF) SS:

The foregoing instrument was acknowledged before me this 1 day of APRIL, 2003, by DAVID L. KIRK SR He/She is personally known to me or has produced (type of identification) as identification and did take an oath.



Tracy L. Fykes
Commission # CC 938201
Expires May 18, 2004
Bonded Thru
Atlantic Bonding Co., Inc

Tracy L. Fykes
Notary Public
TRACY L. FYKES
Printed Name

My commission expires: 05/18/04

WITNESSES:
(TWO)

OWNER #2

Christina English
Signature
Christina English
Printed Name:

BY: Lorraine A. Kirk
Printed Name: LORRAINE A. KIRK

Date: 4/1/03

Jennifer Thompkins
Signature
Jennifer Thompkins
Printed Name

STATE OF)
COUNTY OF) SS:

The foregoing instrument was acknowledged before me this 1 day of APRIL, 2003, by LORRAINE KIRK He/She is personally known to me or has produced (type of identification) as identification and did take an oath.



Tracy L. Fykes
Commission # CC 938201
Expires May 18, 2004
Bonded Thru
Atlantic Bonding Co., Inc

Tracy L. Fykes
Notary Public
TRACY L. FYKES
Printed Name

My commission expires: 05/18/04

3/31/03 D

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
PARKWOOD VILLAS II

I (~~we~~) the undersigned Owner(s) of Unit No. 32 in Parkwood Villas II, said property having a street address of 1600 MARGATE BLVD., Lehigh Acres, Florida 33936, hereby grant written consent to and join in the execution of the attached amendment to the Declaration of Covenants, Conditions and Restrictions of Parkwood Villas II, as recorded in O.R. Book 1473, Pages 353, et seq. of the Lee County Public Records.

WITNESSES:

OWNER #1

(TWO)

Patricia A. Shanks
Signature

PATRICIA A. SHANKS
Printed Name:

BY: LESTER E. WAIDE
Printed Name: [Signature]

Date: 3/25/03

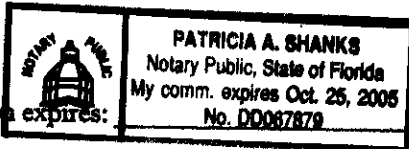
Walter R. Dodson
Signature

Diane L. Dodson
Printed Name

STATE OF Florida)

COUNTY OF Lee) SS:

The foregoing instrument was acknowledged before me this 25 day of MAR, 2003 by Lester WAIDE (He/She is personally known to me or has produced (type of identification) FL DL W 300 52543 2810 as identification and did take an oath.



Patricia A. Shanks
Notary Public
PATRICIA A. SHANKS
Printed Name

My commission expires:

WITNESSES:

OWNER #2

(TWO)

Signature

BY: _____
Printed Name: _____

Printed Name: _____

Date: _____

Signature

Printed Name

STATE OF _____)

COUNTY OF _____) SS:

The foregoing instrument was acknowledged before me this _____ day of _____, 20__ by _____ He/She is personally known to me or has produced (type of identification) _____ as identification and did take an oath.

Notary Public
Printed Name

My commission expires: _____

Official Records BK 04052 PG 3362

Official Records BK 04052 PG 3383

CONSENT TO AMENDMENTS OF COVENANTS

RECEIVED R3/3/03

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS PARKWOOD VILLAS II

I (We) the undersigned Owner(s) of Unit No. 13 in Parkwood Villas II, said property having a street address of 1607 Ridgecrest St, Lehigh Acres, Florida 33936, hereby grant written consent to and join in the execution of the attached amendment to the Declaration of Covenants, Conditions and Restrictions of Parkwood Villas II, as recorded in O.R. Book 1473, Pages 353, et seq, of the Lee County Public Records.

WITNESSES: (TWO)

OWNER #1

Signature: Debora J. Swenson
Printed Name: Debora J. Swenson

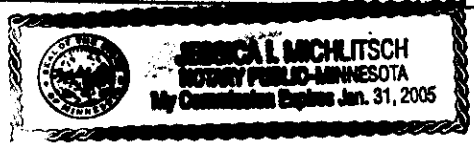
BY: Patricia A. Swenson
Printed Name: PATRICIA A. SWENSON

Date: 3/23/03

Signature: Donald P. Swenson
Printed Name: Donald P. Swenson

STATE OF Minnesota)
COUNTY OF Ramsey) SS:

The foregoing instrument was acknowledged before me this 23 day of March, 2003 by He/She is personally known to me or has produced (type of identification) as identification and did take an oath.



Signature: Jessica Mchitsch
Notary Public
Printed Name: Jessica Mchitsch

My commission expires:

WITNESSES: (TWO)

OWNER #2

Signature
Printed Name:

BY:
Printed Name:

Date:

Signature
Printed Name

STATE OF)
COUNTY OF) SS:

The foregoing instrument was acknowledged before me this day of 20 by He/She is personally known to me or has produced (type of identification) as identification and did take an oath.

Notary Public
Printed Name

My commission expires:

052 PG 3384

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
PARKWOOD VILLAS II

I (We) the undersigned Owner(s) of Unit No. 26 in Parkwood Villas II, said property having a street address of 234 Oakmont Park, Lehigh Acres, Florida 33936, hereby grant written consent to and join in the execution of the attached amendment to the Declaration of Covenants, Conditions and Restrictions of Parkwood Villas II, as recorded in O.R. Book 1473, Pages 353, et seq. of the Lee County Public Records.

WITNESSES:
(TWO)

OWNER #1

Dorette R. Hoxsie
Signature

BY: Linda K. Detillion
Printed Name: Linda K. Detillion

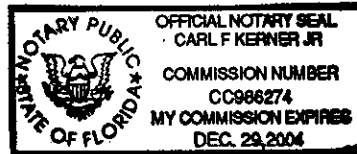
Dorette R. Hoxsie
Printed Name:

Date: Mar. 26, 2003

Harry J. Hoxsie
Signature

Harry J. Hoxsie
Printed Name

STATE OF FLORIDA)
COUNTY OF LEE) SS:



The foregoing instrument was acknowledged before me this 26 day of March, 2003 by Linda K. Detillion. He/She is personally known to me or has produced (type of identification) _____ as identification and did take an oath.

Carl F. Kerner, Jr.
Notary Public
Printed Name: CARL F. KERNER, JR.

My commission expires: Dec 29, 2004

WITNESSES:
(TWO)

OWNER #2

Signature

BY: _____
Printed Name: _____

Printed Name:

Date: _____

Signature

Printed Name

STATE OF _____)
COUNTY OF _____) SS:

The foregoing instrument was acknowledged before me this _____ day of _____, 20____ by _____ He/She is personally known to me or has produced (type of identification) _____ as identification and did take an oath.

Notary Public
Printed Name

My commission expires: _____

CONSENT TO AMENDMENTS OF COVENANTS

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
PARKWOOD VILLAS II

I (We) the undersigned Owner(s) of Unit No. 5 in Parkwood Villas II, said property having a street address of 245 Beth Stacey Blvd, Lehigh Acres, Florida 33936, hereby grant written consent to and join in the execution of the attached amendment to the Declaration of Covenants, Conditions and Restrictions of Parkwood Villas II, as recorded in O.R. Book 1473, Pages 353, et seq, of the Lee County Public Records.

WITNESSES:
(TWO)

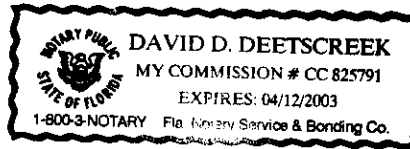
OWNER #1

Signature
Theresa Nevaas
Printed Name:

BY: John Zelinski
Printed Name: John Zelinski

Date: 3/26/03

Signature
Thomas W. Pfeufer
Printed Name



STATE OF Florida)
COUNTY OF Lee) SS:

The foregoing instrument was acknowledged before me this 26th day of March, 2003 by John Zelinski. He/She is personally known to me or has produced (type of identification) Personally Known as identification and did take an oath.

Signature
David D. Deetscreek
Notary Public
Printed Name

My commission expires: April 12, 2003

WITNESSES:
(TWO)

OWNER #2

Signature
Printed Name:

BY: _____
Printed Name: _____

Date: _____

Signature
Printed Name

STATE OF _____)
COUNTY OF _____) SS:

The foregoing instrument was acknowledged before me this _____ day of _____, 20__ by _____. He/She is personally known to me or has produced (type of identification) _____ as identification and did take an oath.

Notary Public
Printed Name

My commission expires: _____

4/25/03

CONSENT TO AMENDMENTS OF COVENANTS

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
PARKWOOD VILLAS II

I (We) the undersigned Owner(s) of Unit No. 10 in Parkwood Villas II, said property having a street address of 225 Beth Stacy Blvd, Lehigh Acres, Florida 33936, hereby grant written consent to and join in the execution of the attached amendment to the Declaration of Covenants, Conditions and Restrictions of Parkwood Villas II, as recorded in O.R. Book 1473, Pages 353, et seq. of the Lee County Public Records.

WITNESSES:
(TWO)

OWNER #1

Peggy Tucker
Signature Peggy Tucker

BY: Thomas Laskowski
Printed Name: Thomas Laskowski

Printed Name:
Todd Albee
Signature Todd Albee

Date: 3-21-03

Printed Name

Peggy Tucker
Notary Public, Bay County, Michigan
My Commission Expires April 02, 2005

STATE OF MI)
COUNTY OF BAY) SS:

The foregoing instrument was acknowledged before me this 21 day of March, 2003 by Thomas Laskowski. He/She is personally known to me or has produced (type of identification) Personally Known as identification and did take an oath.

Notary Public
Printed Name

My commission expires: 4-2-05

WITNESSES:
(TWO)

OWNER #2

Signature

BY: Deceased
Printed Name: _____

Printed Name:

Date: _____

Signature

Printed Name

STATE OF _____)
COUNTY OF _____) SS:

The foregoing instrument was acknowledged before me this _____ day of _____, 20____ by _____ He/She is personally known to me or has produced (type of identification) _____ as identification and did take an oath.

Notary Public
Printed Name

My commission expires: _____

CONSENT TO AMENDMENTS OF COVENANTS

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
PARKWOOD VILLAS II

I (We) the undersigned Owner(s) of Unit No. 27 in Parkwood Villas II, said property having a street address of 236 OAKMONT PKWY, Lehigh Acres, Florida 33936, hereby grant written consent to and join in the execution of the attached amendment to the Declaration of Covenants, Conditions and Restrictions of Parkwood Villas II, as recorded in O.R. Book 1473, Pages 353, et seq. of the Lee County Public Records.

WITNESSES:

OWNER #1

(TWO)

[Signature]
Signature
SHERRI E. MORRIS
Printed Name:

BY: [Signature]
Printed Name: MARY T VAIL

Date: 3 25 03

[Signature]
Signature
Cheryl Williams
Printed Name

STATE OF Florida)
COUNTY OF Lee) SS:

The foregoing instrument was acknowledged before me this 25th day of March, 2003 by Mary T. Vail personally known He/She is personally known to me or has produced (type of identification) as identification and did take an oath.



Darlene Ann Eschenbrenner
My Commission CC914358
Expires February 28, 2004

[Signature]
Notary Public
Darlene Ann Eschenbrenner
Printed Name

My commission expires: _____

WITNESSES:
(TWO)

OWNER #2

Signature

Printed Name:

BY: _____
Printed Name: _____

Date: _____

Signature

Printed Name

STATE OF _____)
COUNTY OF _____) SS:

The foregoing instrument was acknowledged before me this _____ day of _____, 20__ by _____ He/She is personally known to me or has produced (type of identification) _____ as identification and did take an oath.

Notary Public

Printed Name

My commission expires: _____

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
PARKWOOD VILLAS II

I (We) the undersigned Owner(s) of Unit No. 12 in Parkwood Villas II, said property having a street address of 1605 RIDGECREST ST., Lehigh Acres, Florida 33936, hereby grant written consent to and join in the execution of the attached amendment to the Declaration of Covenants, Conditions and Restrictions of Parkwood Villas II, as recorded in O.R. Book 1473, Pages 353, et seq. of the Lee County Public Records.

WITNESSES:
(TWO)

OWNER #1

Shevay N Vick
Signature
Shevay N Vick
Printed Name:

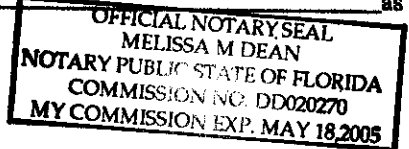
BY: Desdemona De Capita
Printed Name: Desdemona De Capita

Date: 3/18/03

Melissa M. Dean
Signature
Printed Name

STATE OF FLORIDA)
COUNTY OF LEE) SS:

The foregoing instrument was acknowledged before me this 18 day of March, 2003 by Desdemona De Capita. He/She is personally known to me or has produced (type of identification) _____ as identification and did take an oath.



Melissa M. Dean
Notary Public
Printed Name: MELISSA M. DEAN

My commission expires: _____

WITNESSES:
(TWO)

OWNER #2

Signature _____
Printed Name: _____

BY: _____
Printed Name: _____

Date: _____

Signature _____
Printed Name _____

STATE OF _____)
COUNTY OF _____) SS:

The foregoing instrument was acknowledged before me this _____ day of _____, 20__ by _____ He/She is personally known to me or has produced (type of identification) _____ as identification and did take an oath.

Notary Public
Printed Name _____

My commission expires: _____

CONSENT TO AMENDMENTS OF COVENANTS

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
PARKWOOD VILLAS II

I (We) the undersigned Owner(s) of Unit No. 11 in Parkwood Villas II, said property having a street address of 1603 RIDGECREST ST, Lehigh Acres, Florida 33936, hereby grant written consent to and join in the execution of the attached amendment to the Declaration of Covenants, Conditions and Restrictions of Parkwood Villas II, as recorded in O.R. Book 1473, Pages 353, et seq, of the Lee County Public Records.

WITNESSES:
(TWO)

OWNER #1

Lillian Sterling
Signature
LILLIAN STERLING
Printed Name:

BY:

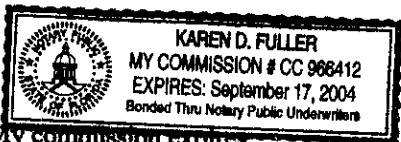
John T Powers
Printed Name: JOHN T POWERS

Date: 3-17-03

Beverly D Talbot
Signature
Beverly D Talbot
Printed Name:

STATE OF Florida)
COUNTY OF Lee) SS:

The foregoing instrument was acknowledged before me this 17 day of MARCH, 2003 by John + Geraldine Powers (He/She is personally known to me or has produced (type of identification) drivers licenses as identification and did take an oath.



Karen Fuller
Notary Public
KAREN FULLER
Printed Name

My commission expires: _____

WITNESSES:
(TWO)

OWNER #2

Lillian Sterling
Signature
LILLIAN STERLING
Printed Name:

BY:

Geraldine Powers
Printed Name: GERALDINE POWERS

Date: 3-17-03

Beverly D Talbot
Signature
Beverly D Talbot
Printed Name:

STATE OF Florida)
COUNTY OF Lee) SS:

The foregoing instrument was acknowledged before me this 17 day of MARCH, 2003 by John + Geraldine Powers (He/She is personally known to me or has produced (type of identification) drivers licenses as identification and did take an oath.



Karen Fuller
Notary Public
KAREN FULLER
Printed Name

CONSENT TO AMENDMENTS OF COVENANTS

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
PARKWOOD VILLAS II

I (We) the undersigned Owner(s) of Unit No. 17 in Parkwood Villas II, said property having a street address of DARLINGTON PKWY, Lehigh Acres, Florida 33936, hereby grant written consent to and join in the execution of the attached amendment to the Declaration of Covenants, Conditions and Restrictions of Parkwood Villas II, as recorded in O.R. Book 1473, Pages 353, et seq. of the Lee County Public Records.

WITNESSES:
(TWO)

OWNER #1

Kimberly Severance
Signature
Kimberly Severance
Printed Name:

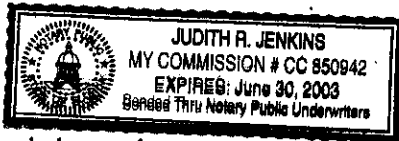
BY: Alan Patrick
Printed Name: ALAN PATRICK

Date: 3.14.03

Diana Armstrong
Signature
DIANA ARMSTRONG
Printed Name

STATE OF _____)
COUNTY OF _____) SS:

The foregoing instrument was acknowledged before me this 14 day of March, 2003 by ALAN PATRICK. He/She is personally known to me or has produced (type of identification) _____ as identification and did take an oath.



Judith R. Jenkins
Notary Public
Printed Name _____

My commission expires: _____

WITNESSES:
(TWO)

OWNER #2

Signature

Printed Name:

BY: _____
Printed Name: _____

Date: _____

Signature

Printed Name

STATE OF _____)
COUNTY OF _____) SS:

The foregoing instrument was acknowledged before me this _____ day of _____, 20__ by _____ He/She is personally known to me or has produced (type of identification) _____ as identification and did take an oath.

Notary Public

Printed Name

My commission expires: _____

CONSENT TO AMENDMENTS OF COVENANTS

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
PARKWOOD VILLAS II

I (We) the undersigned Owner(s) of Unit No. 4 in Parkwood Villas II, said property having a street address of 251 Beth Stacy Blvd, Lehigh Acres, Florida 33936, hereby grant written consent to and join in the execution of the attached amendment to the Declaration of Covenants, Conditions and Restrictions of Parkwood Villas II, as recorded in O.R. Book 1473, Pages 353, et seq, of the Lee County Public Records.

WITNESSES:
(TWO)

OWNER #1

Esther L. Percifield
Signature
Esther L. Percifield
Printed Name:

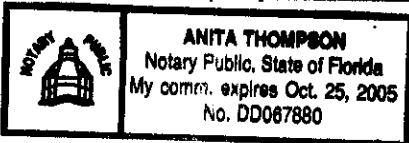
BY: Clara Temple
Printed Name: _____

Date: ET Feb Mar 14 - 2003

Janet Redondo
Signature
JANET REDONDO
Printed Name

STATE OF Florida)
COUNTY OF Lee) SS:

The foregoing instrument was acknowledged before me this 14 day of March, 2003 by Clara Temple. He/She is personally known to me or has produced (type of identification) DL FI TS46 151 14 792-0 as identification and did take an oath.



Anita Thompson
Notary Public
Anita Thompson
Printed Name

My commission expires: 10/25/2005

WITNESSES:
(TWO)

OWNER #2

Signature _____
Printed Name: _____

BY: _____
Printed Name: _____

Date: _____

Signature _____
Printed Name _____

STATE OF _____)
COUNTY OF _____) SS:

The foregoing instrument was acknowledged before me this _____ day of _____, 20____ by _____ He/She is personally known to me or has produced (type of identification) _____ as identification and did take an oath.

Notary Public
Printed Name

My commission expires: _____

3/19/03 D

CONSENT TO AMENDMENTS OF COVENANTS

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
D VILLAS II

M M BUTLER
BETH TURK S
1606 RIDGECREST ST
LEHIGH ACRES FL 33936-581306

I (We) th #39 in Parkwood Villas II, said property having a street address of _____, Lehigh Acres, Florida 33936, hereby grant written consent to and join in the execution of the attached amendment to the Declaration of Covenants, Conditions and Restrictions of Parkwood Villas II, as recorded in O.R. Book 1473, Pages 353, et seq, of the Lee County Public Records.

WITNESSES:
(TWO)

OWNER #1

Beth Turk
Signature

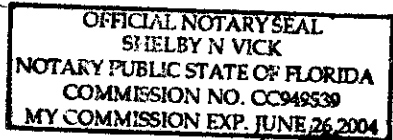
BY: Beth Turk
Printed Name: BETH TURK

Printed Name:
Shelby N Vick
Signature
Shelby N Vick
Printed Name

Date: 3-13-03

STATE OF FL)
COUNTY OF Lee) SS:

The foregoing instrument was acknowledged before me this 13 day of Mar, 2003 by Beth Turk. He/She is personally known to me or has produced (type of identification) FDL as identification and did take an oath.



Shelby N Vick
Notary Public
Shelby N Vick
Printed Name

My commission expires: 6/26/04

WITNESSES:
(TWO)

OWNER #2

Shelby N Vick
Signature
Shelby N Vick
Printed Name

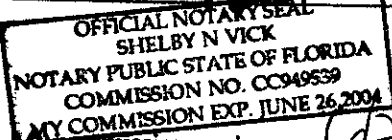
BY: Mary M. Butler
Printed Name: Mary M. Butler

Date: 3-13-03

Signature
Printed Name

STATE OF FL)
COUNTY OF Lee) SS:

The foregoing instrument was acknowledged before me this 13 day of Mar, 2003 by Mary M. Butler. He/She is personally known to me or has produced (type of identification) _____ as identification and did take an oath.



Shelby N Vick
Notary Public
Shelby N Vick
Printed Name

My commission expires: 6/26/04

CONSENT TO AMENDMENTS OF COVENANTS

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
PARKWOOD VILLAS II

I (We) the undersigned Owner(s) of Unit No. 14 in Parkwood Villas II, said property having a street address of 1609 RIDGECREST ST., Lehigh Acres, Florida 33936, hereby grant written consent to and join in the execution of the attached amendment to the Declaration of Covenants, Conditions and Restrictions of Parkwood Villas II, as recorded in O.R. Book 1473, Pages 353, et seq. of the Lee County Public Records.

WITNESSES:
(TWO)

OWNER #1

Cindy Valenteno
Signature

BY: Robert N Davenport
Printed Name: ROBERT N DAVENPORT

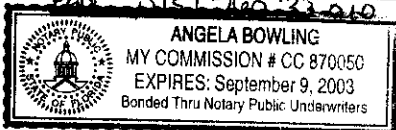
Cindy Valenteno
Printed Name

Date: MARCH 19 2003

Marybeth G. Ramos
Signature
Marybeth G. Ramos
Printed Name

STATE OF Florida)
COUNTY OF Lee) SS:

The foregoing instrument was acknowledged before me this 19 day of March, 2003 by Robert Davenport. He/She is personally known to me or has produced (type of identification) FD, DIS 760 33 260 0 as identification and did take an oath.



Angela Bowling
Notary Public
Angela Bowling
Printed Name

My commission expires: 9/9/2003

WITNESSES:
(TWO)

OWNER #2

Signature _____

BY: _____
Printed Name: _____

Printed Name: _____

Date: _____

Signature _____

Printed Name _____

STATE OF _____)
COUNTY OF _____) SS:

The foregoing instrument was acknowledged before me this _____ day of _____, 20__ by _____ He/She is personally known to me or has produced (type of identification) _____ as identification and did take an oath.

Notary Public

Printed Name

My commission expires: _____

CONSENT TO AMENDMENTS OF COVENANTS

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
PARKWOOD VILLAS II

I (We) the undersigned Owner(s) of Unit No. 22 in Parkwood Villas II, said property having a street address of 222 Oakmont Pkwy, Lehigh Acres, Florida 33936, hereby grant written consent to and join in the execution of the attached amendment to the Declaration of Covenants, Conditions and Restrictions of Parkwood Villas II, as recorded in O.R. Book 1473, Pages 353, et seq, of the Lee County Public Records.

WITNESSES
(TWO)

OWNER #1

Suzanne Burley
Signature
Suzanne Burley
Printed Name:

BY: Robert W Schmacker
Printed Name: ROBERT W SCHMACKER

Debbie Kwok
Signature
DEBBIE KWOK
Printed Name

Date: 3/19/03

STATE OF Florida)
COUNTY OF Lee) SS:

The foregoing instrument was acknowledged before me this 19 day of Mar, 2003 by Robert Schmacker He/She is personally known to me or has produced (type of identification) DL S526-79-36-1840 as identification and did take an oath.



Nancy E Cox
My Commission DD16361
Expires August 26, 2005

Nancy E Cox
Notary Public
Nancy Cox
Printed Name

My commission expires: 8/26/05

WITNESSES
(TWO)

OWNER #2

Suzanne Burley
Signature
Suzanne Burley
Printed Name:

BY: Carola Schmacker
Printed Name: CAROLA SCHMACKER

Debbie Kwok
Signature
DEBBIE KWOK
Printed Name

Date: 3/19/03

STATE OF Florida)
COUNTY OF Lee) SS:

The foregoing instrument was acknowledged before me this 19 day of Mar, 2003 by Carola Schmacker He/She is personally known to me or has produced (type of identification) DL S526-79-36-1840 as identification and did take an oath.



Nancy E Cox
My Commission DD16361
Expires August 26, 2005

Nancy E Cox
Notary Public
Nancy Cox
Printed Name

My commission expires: 8/26/05

Official Records BK 04052 PG 3396

Official Records BK 04052 PG 3397

CONSENT TO AMENDMENTS OF COVENANTS

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
PARKWOOD VILLAS II

I (We) the undersigned Owner(s) of Unit No. 28 in Parkwood Villas II, said property having a street address of 238 OAKMONT PKWY, Lehigh Acres, Florida 33936, hereby grant written consent to and join in the execution of the attached amendment to the Declaration of Covenants, Conditions and Restrictions of Parkwood Villas II, as recorded in O.R. Book 1473, Pages 353, et seq. of the Lee County Public Records.

WITNESSES:
(TWO)

OWNER #1

Sherry Parmeley
Signature
Sherry Parmeley
Printed Name:

BY: Elizabeth Crowe
Printed Name: ELIZABETH CROWE

Date: 3-17-03

Thomas Kahl
Signature
Thomas Kahl
Printed Name

STATE OF FLORIDA)
COUNTY OF Lee) SS:

The foregoing instrument was acknowledged before me this 17 day of March, 2003 by Elizabeth Crowe. He/She is personally known to me or has produced (type of identification) FL DL 6600-230-38700 as identification and did take an oath.



Sherry Parmeley
Notary Public
Sherry Parmeley
Printed Name

WITNESSES:
(TWO)

OWNER #2

Sherry Parmeley
Signature
Sherry Parmeley
Printed Name:

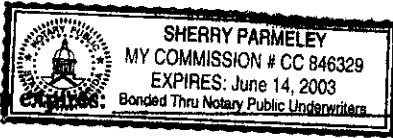
BY: Robert E. McKenna
Printed Name: ROBERT E. MCKENNA

Date: 03/17/2003

Thomas Kahl
Signature
Thomas Kahl
Printed Name

STATE OF FLORIDA)
COUNTY OF Lee) SS:

The foregoing instrument was acknowledged before me this 17 day of March, 2003 by Robert McKenna. He/She is personally known to me or has produced (type of identification) FL DL 2250-705-24-0870 as identification and did take an oath.



Sherry Parmeley
Notary Public
Sherry Parmeley
Printed Name

CONSENT TO AMENDMENTS OF COVENANTS

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
PARKWOOD VILLAS II

I (We) the undersigned Owner(s) of Unit No. 41 in Parkwood Villas II, said property having a street address of 1602 Ridgecrest St, Lehigh Acres, Florida 33936, hereby grant written consent to and join in the execution of the attached amendment to the Declaration of Covenants, Conditions and Restrictions of Parkwood Villas II, as recorded in O.R. Book 1473, Pages 353, et seq, of the Lee County Public Records.

WITNESSES:
(TWO)

OWNER #1

J.M. Dobson
Signature
J.M. Dobson
Printed Name:

BY: James D Winn
Printed Name: JAMES D. WINN

Jennifer L Russell
Signature
Jennifer L Russell
Printed Name

Date: 3-17-03

STATE OF Florida)
COUNTY OF Lee) SS:

The foregoing instrument was acknowledged before me this 17 day of Mar, 2003 by JM
James D Winn (He/She is personally known to me or has produced (type of identification) FDL
W500444313500 as identification and did take an oath:

OFFICIAL NOTARY SEAL
SHELBY N VICK
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. CC949539
MY COMMISSION EXPIRES: JUNE 25, 2004

Shelby N Vick
Notary Public
Shelby N Vick
Printed Name

WITNESSES:
(TWO)

OWNER #2

J.M. Dobson
Signature
J.M. Dobson
Printed Name:

BY: Donna Winn
Printed Name: Donna Winn

Jennifer L Russell
Signature
Jennifer L Russell
Printed Name

Date: March 17-03

STATE OF Florida)
COUNTY OF Lee) SS:

The foregoing instrument was acknowledged before me this 17 day of Mar, 2003 by JM
Donna Winn (He/She is personally known to me or has produced (type of identification) FDL
W500170-33-9150 as identification and did take an oath.

OFFICIAL NOTARY SEAL
SHELBY N VICK
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. CC949539
MY COMMISSION EXPIRES: JUNE 25, 2004

Shelby N Vick
Notary Public
Shelby N Vick
Printed Name

My commission expires: June 25, 2004

CONSENT TO AMENDMENTS OF COVENANTS

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
PARKWOOD VILLAS II

I (We) the undersigned Owner(s) of Unit No. 15 in Parkwood Villas II, said property having a street address of 204 Oakmont Parkway, Lehigh Acres, Florida 33936, hereby grant written consent to and join in the execution of the attached amendment to the Declaration of Covenants, Conditions and Restrictions of Parkwood Villas II, as recorded in O.R. Book 1473, Pages 353, et seq, of the Lee County Public Records.

WITNESSES:
(TWO)

OWNER #1

Mary L Mazzotti
Signature
Mary L Mazzotti
Printed Name:

BY: Wm. R. Sutton
Printed Name: WM. R. SUTTON
3350 936401480
Date: 3-14-03

Kath Allison Rutherford
Signature
Kath Allison Rutherford
Printed Name

STATE OF FL)
COUNTY OF Lee) SS:

The foregoing instrument was acknowledged before me this 14 day of March, 2003 by William R Sutton. He/She is personally known to me or has produced (type of identification) FL DL as identification and did take an oath.



Mary L Mazzotti
MY COMMISSION # CC969243 EXPIRES
December 16, 2004
BONDED THRU TROY FAIN INSURANCE, INC.

My commission expires: 12/16/04

Mary L Mazzotti
Notary Public
Mary L Mazzotti
Printed Name

WITNESSES:
(TWO)

OWNER #2

Mary L Mazzotti
Signature
Mary L Mazzotti
Printed Name:

BY: Donna L. Sutton
Printed Name: DONNA L. SUTTON
3350 17233 5840
Date: 3-14-03

Kath Allison Rutherford
Signature
Kath Allison Rutherford
Printed Name

STATE OF FL)
COUNTY OF Lee) SS:

The foregoing instrument was acknowledged before me this 14 day of March, 2003 by Donna Lora Sutton. He/She is personally known to me or has produced (type of identification) FL DL as identification and did take an oath.



Mary L Mazzotti
MY COMMISSION # CC969243 EXPIRES
December 16, 2004
BONDED THRU TROY FAIN INSURANCE, INC.

My commission expires: 12/16/04

Mary L Mazzotti
Notary Public
Mary L Mazzotti
Printed Name

Official Records BK 04052 PG 3401

CONSENT TO AMENDMENTS OF COVENANTS

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
PARKWOOD VILLAS II

I (We) the undersigned Owner(s) of Unit No. 40 in Parkwood Villas II, said property having a street address of 1604 Ridgeway Street, Lehigh Acres, Florida 33936, hereby grant written consent to and join in the execution of the attached amendment to the Declaration of Covenants, Conditions and Restrictions of Parkwood Villas II, as recorded in O.R. Book 1473, Pages 353, et seq, of the Lee County Public Records.

WITNESSES:
(TWO)

OWNER #1

Tabatha Jordan
Signature
Tabatha Jordan
Printed Name:

BY: Michael Chesny
Printed Name: MICHAEL CHESNY

Date: 03-18-03

Laurie A. Jerriex
Signature
Laurie A. Jerriex
Printed Name



STATE OF FL)
COUNTY OF Lee) SS:

The foregoing instrument was acknowledged before me this 18th day of March, 2003 by Michael Chesny. He/She is personally known to me or has produced (type of identification) _____ as identification and did take an oath.

Laurie A. Jerriex
Notary Public
Laurie A. Jerriex
Printed Name

My commission expires: 02-27-06

WITNESSES:
(TWO)

OWNER #2

Signature

Printed Name:

BY: _____
Printed Name: _____

Date: _____

Signature

Printed Name

STATE OF _____)
COUNTY OF _____) SS:

The foregoing instrument was acknowledged before me this _____ day of _____, 20____ by _____. He/She is personally known to me or has produced (type of identification) _____ as identification and did take an oath.

Notary Public

Printed Name

My commission expires: _____

Official Records BK 04052 PG 3403

CONSENT TO AMENDMENTS OF COVENANTS

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
PARKWOOD VILLAS II

I (We) the undersigned Owner(s) of Unit No. 38 in Parkwood Villas II, said property having a street address of 1608 RIDGECREST ST, Lehigh Acres, Florida 33936, hereby grant written consent to and join in the execution of the attached amendment to the Declaration of Covenants, Conditions and Restrictions of Parkwood Villas II, as recorded in O.R. Book 1473, Pages 353, et seq, of the Lee County Public Records.

WITNESSES:
(TWO)

OWNER #1

Frances T. Cava
Signature
FRANCES T. CAVA
Printed Name:

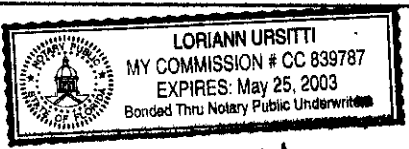
BY: Edgar L. Lochner
Printed Name: EDGAR L. LOCHNER

Date: 3/17/03

Lori Ursitti
Signature
Lori Ursitti
Printed Name

STATE OF Florida)
COUNTY OF Lee) SS:

The foregoing instrument was acknowledged before me this 17th day of March, 2003 by Edgar L. Lochner. He/She is personally known to me or has produced (type of identification) _____ as identification and did take an oath.



Lori Ann Ursitti
Notary Public
Lori Ann Ursitti
Printed Name

My commission expires: May 25, 2003

WITNESSES:
(TWO)

OWNER #2

Frances T. Cava
Signature
FRANCES T. CAVA
Printed Name:

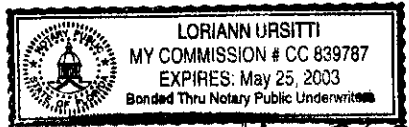
BY: Wilma E. Lochner
Printed Name: WILMA E. LOCHNER

Date: 3/17/03

Lori Ursitti
Signature
Lori Ursitti
Printed Name

STATE OF Florida)
COUNTY OF Lee) SS:

The foregoing instrument was acknowledged before me this 17th day of March, 2003 by Wilma E. Lochner. He/She is personally known to me or has produced (type of identification) _____ as identification and did take an oath.



Lori Ann Ursitti
Notary Public
Lori Ann Ursitti
Printed Name

My commission expires: May 25, 2003

CONSENT TO AMENDMENTS OF COVENANTS

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
PARKWOOD VILLAS II

I (We) the undersigned Owner(s) of Unit No. 16 in Parkwood Villas II, said property having a street address of 206 Oakmont Parkway, Lehigh Acres, Florida 33936, hereby grant written consent to and join in the execution of the attached amendment to the Declaration of Covenants, Conditions and Restrictions of Parkwood Villas II, as recorded in O.R. Book 1473, Pages 353, et seq, of the Lee County Public Records.

WITNESSES:
(TWO)

OWNER #1

Kelli Dempsey
Signature

BY:

Ronald Flynn
Printed Name: RONALD FLYNN

Kelli Dempsey
Printed Name:

Date: 3-17-03

KATHARON
Signature

KATHARON
Printed Name

STATE OF Florida)
COUNTY OF Lee) SS:

The foregoing instrument was acknowledged before me this 17 day of MARCH, 2003 by RONALD FLYNN CECILIA FLYNN. He/She is personally known to me or has produced (type of identification) KNOWN as identification and did take an oath.



Kelli Dempsey
My Commission DD032202
Expires June 07 2006

Kelli Dempsey
Notary Public

Printed Name

My commission expires: _____

WITNESSES:
(TWO)

OWNER #2

Kelli Dempsey
Signature

BY:

Cecilia Flynn
Printed Name: CECILIA FLYNN

Kelli Dempsey
Printed Name:

Date: 3-17-03

KATHARON
Signature

KATHARON
Printed Name

STATE OF Florida)
COUNTY OF Lee) SS:

The foregoing instrument was acknowledged before me this 17th day of March, 2003 by Cecilia Flynn. He/She is personally known to me or has produced (type of identification) KNOWN as identification and did take an oath.

Kelli Dempsey
Notary Public

Printed Name

My commission expires: _____



Kelli Dempsey
My Commission DD032202
Expires June 07 2006

CONSENT TO AMENDMENTS OF COVENANTS

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
PARKWOOD VILLAS II

I (We) the undersigned Owner(s) of Unit No. 9 in Parkwood Villas II, said property having a street address of 257 Beth Stacey Blvd, Lehigh Acres, Florida 33936, hereby grant written consent to and join in the execution of the attached amendment to the Declaration of Covenants, Conditions and Restrictions of Parkwood Villas II, as recorded in O.R. Book 1473, Pages 353, et seq, of the Lee County Public Records.

WITNESSES:
(TWO)

OWNER #1

Christine E Dixon
Signature
Christine E Dixon
Printed Name:

BY:

Howard M Stevens
Printed Name: HOWARD M STEVENS

Date: 3-17-03

Deek Moreau
Signature
Deek Moreau
Printed Name

STATE OF Florida)
COUNTY OF Lee) SS:

The foregoing instrument was acknowledged before me this 17 day of March 2003 by Howard M Stevens. He/She is personally known to me or has produced (type of identification) Florida Drivers License as identification and did take an oath.



Christine E Dixon
Notary Public
Christine E Dixon
Printed Name

My commission expires: August 22, 2006

WITNESSES:
(TWO)

OWNER #2

Christine E Dixon
Signature
Christine E Dixon
Printed Name:

BY:

Virginia M Stevens
Printed Name: Virginia M. Stevens

Date: 3-17-03

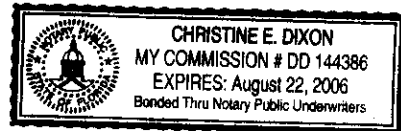
Deek Moreau
Signature
Deek Moreau
Printed Name

STATE OF Florida)
COUNTY OF Lee) SS:

The foregoing instrument was acknowledged before me this 17th day of March 2003 by Virginia M Stevens. He/She is personally known to me or has produced (type of identification) Florida Drivers License as identification and did take an oath.

Christine E Dixon
Notary Public
Christine E Dixon
Printed Name

My commission expires: August 22, 2006



CONSENT TO AMENDMENTS OF COVENANTS

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
PARKWOOD VILLAS II

I (We) the undersigned Owner(s) of Unit No. 3 in Parkwood Villas II, said property having a street address of 253 Beth Stacey, Lehigh Acres, Florida 33936, hereby grant written consent to and join in the execution of the attached amendment to the Declaration of Covenants, Conditions and Restrictions of Parkwood Villas II, as recorded in O.R. Book 1473, Pages 353, et seq. of the Lee County Public Records.

WITNESSES:

OWNER #1

(TWO)

Darlene Ann Eschenbrenner
Signature
Darlene Ann Eschenbrenner
Printed Name:

BY: Walter L Courtney
Printed Name: WALTER COURTNEY

Date: 3-14-03

Heather C. Sharp
Signature
Heather C. Sharp
Printed Name:

STATE OF Florida)
COUNTY OF Lee) SS:

02 The foregoing instrument was acknowledged before me this 14th day of March, 2003 by Walter Courtney She is personally known to me or has produced (type of identification) FLIDL as identification and did take an oath.

 Darlene Ann Eschenbrenner
My Commission CC914358
Expires February 28, 2004

Darlene Ann Eschenbrenner
Notary Public
Darlene Ann Eschenbrenner
Printed Name

My commission expires: Feb 28 2004

WITNESSES:

OWNER #2

(TWO)

Darlene Ann Eschenbrenner
Signature
Darlene Ann Eschenbrenner
Printed Name:

BY: Delores Courtney
Printed Name: DELORES COURTNEY

Date: 3-14-03


Heather C. Sharp
Signature
Heather C. Sharp
Printed Name

STATE OF Florida)
COUNTY OF Lee) SS:

The foregoing instrument was acknowledged before me this 14th day of March, 2003 by Delores Courtney He/She is personally known to me or has produced (type of identification) FLIDL as identification and did take an oath.

182572_1.DOC

My commission expires: Feb 28, 2004

 Darlene Ann Eschenbrenner
My Commission CC914358
Expires February 28, 2004

Darlene Ann Eschenbrenner
Notary Public
Darlene Ann Eschenbrenner
Printed Name

Official Records BK 04052 PG 3408

3/14/03

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
PARKWOOD VILLAS II

I (We) the undersigned Owner(s) of Unit No. 7 in Parkwood Villas II, said property having a street address of 235 Beth Stacey, Lehigh Acres, Florida 33936, hereby grant written consent to and join in the execution of the attached amendment to the Declaration of Covenants, Conditions and Restrictions of Parkwood Villas II, as recorded in O.R. Book 1473, Pages 353, et seq. of the Lee County Public Records.

WITNESSES:
(TWO)

OWNER #1

Lynn Dahl
Signature
Lynn Dahl
Printed Name:

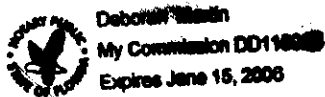
BY: Fred Anderson TEE
Printed Name: FRED J. ANDERSON

Date: 3/13/03

[Signature]
Signature
Deborah Martin-Kemp
Printed Name

STATE OF Florida)
COUNTY OF Lee) SS:

The foregoing instrument was acknowledged before me this 13 day of March 2003 by Fred Anderson. He is personally known to me or has produced (type of identification) as identification and did take an oath.



Deborah Martin
Notary Public
Deborah Martin
Printed Name

My commission expires: 6/15/06

WITNESSES:
(TWO)

OWNER #2

Lynn Dahl
Signature
Lynn Dahl
Printed Name:

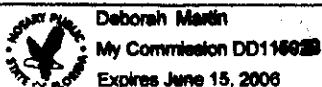
BY: Emme Anderson
Printed Name: EMME ANDERSON

Date: 3/13/03

[Signature]
Signature
Deborah Martin-Kemp
Printed Name

STATE OF Florida)
COUNTY OF Lee) SS:

The foregoing instrument was acknowledged before me this 13 day of March 2003 by Emme Anderson. She is personally known to me or has produced (type of identification) as identification and did take an oath.



Deborah Martin
Notary Public
Deborah Martin
Printed Name

My commission expires: 6/15/06

Official Records BK 04052 PG 3409

CONSENT TO AMENDMENTS OF COVENANTS

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
PARKWOOD VILLAS II

I (We) the undersigned Owner(s), of Unit No. 42 in Parkwood Villas II, said property having a street address of 1600 RIDGECREST ST Lehigh Acres, Florida 33936, hereby grant written consent to and join in the execution of the attached amendment to the Declaration of Covenants, Conditions and Restrictions of Parkwood Villas II, as recorded in O.R. Book 1473, Pages 353, et seq, of the Lee County Public Records.

WITNESSES:
(TWO)

OWNER #1

Angela Bowley
Signature
Angela Bowley
Printed Name:

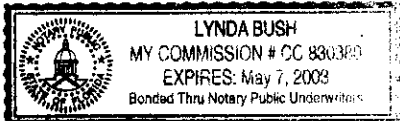
BY: Albert T. Parmeter
Printed Name: ALBERT T. PARMETER

Date: 3-14-03

Lynda Bush
Signature
Lynda Bush
Printed Name

STATE OF Florida)
COUNTY OF Lee) SS:

The foregoing instrument was acknowledged before me this 14 day of March, 2003 by Albert Parmeter. He/She is personally known to me or has produced (type of identification) FL ID as identification and did take an oath.



Lynda Bush
Notary Public
Printed Name

My commission expires: _____

WITNESSES:
(TWO)

OWNER #2

Angela Bowley
Signature
Angela Bowley
Printed Name:

BY: Shirley Parmeter
Printed Name: SHIRLEY PARMETER

Date: 3-14-03

Lynda Bush
Signature
Lynda Bush
Printed Name

STATE OF _____)
COUNTY OF _____) SS:

The foregoing instrument was acknowledged before me this 14 day of March, 2003 by Shirley Parmeter. He/She is personally known to me or has produced (type of identification) FL ID as identification and did take an oath.



Lynda Bush
Notary Public
Printed Name

My commission expires: _____

Official Records BK 04052 PG 3411

CONSENT TO AMENDMENTS OF COVENANTS

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
PARKWOOD VILLAS II

I (We) the undersigned Owner(s) of Unit No. 6 in Parkwood Villas II, said property having a street address of 243 Beth Steacy Blvd, Lehigh Acres, Florida 33936, hereby grant written consent to and join in the execution of the attached amendment to the Declaration of Covenants, Conditions and Restrictions of Parkwood Villas II, as recorded in O.R. Book 1473, Pages 353, et seq, of the Lee County Public Records.

WITNESSES:
(TWO)

OWNER #1

Clara Timler
Signature
Clara Timler
Printed Name:

BY: Esther L. Percifield
Printed Name: ESTHER L. PERCIFIELD

Date: 3-13-03

Shirley Parmeter
Signature
SHIRLEY PARMETER
Printed Name

STATE OF Florida)
COUNTY OF Lee) SS:

The foregoing instrument was acknowledged before me this 13 day of Mar, 2003 by Esther L. Percifield. He/She is personally known to me or has produced (type of identification) FDL DL 21234567 as identification and did take an oath.

OFFICIAL NOTARY SEAL
SHELBY N VICK
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. CC949539
MY COMMISSION EXP. JUNE 16, 2004

Shelby N Vick
Notary Public
Shelby N Vick
Printed Name

My commission expires: June 16, 2004

WITNESSES:
(TWO)

OWNER #2

Signature

Printed Name:

BY: _____
Printed Name: _____

Date: _____

Signature

Printed Name

STATE OF _____)
COUNTY OF _____) SS:

The foregoing instrument was acknowledged before me this _____ day of _____, 20____ by _____ He/She is personally known to me or has produced (type of identification) _____ as identification and did take an oath.

Notary Public

Printed Name

My commission expires: _____