

PREPARED BY:
RICHARD D. DeBOEST II, ESQ.
ATTORNEY AT LAW
2030 McGregor Blvd.
FORT MYERS, FL 33901
Tel: (239) 333-2992

**CERTIFICATE FOR RECORDATION/AFFIDAVIT
FOR**

**BILLY CREEK COMMERCE CENTER, UNIT ONE, PLAT BOOK 33, PAGE
116, PUBLIC RECORDS OF LEE COUNTY, FLORIDA;**

**BILLY CREEK COMMERCE CENTER, UNIT TWO, PLAT BOOK 34, PAGE
68, PUBLIC RECORDS OF LEE COUNTY, FLORIDA;**

**BILLY CREEK COMMERCE CENTER, UNIT THREE, PLAT BOOK 35,
PAGE 52, PUBLIC RECORDS OF LEE COUNTY, FLORIDA;**

**BILLY CREEK COMMERCE CENTER, UNIT FOUR, PLAT BOOK 40,
PAGE 16, PUBLIC RECORDS OF LEE COUNTY, FLORIDA;**

**BILLY CREEK COMMERCE CENTER, UNIT FIVE, PLAT BOOK 64, PAGE
23, PUBLIC RECORDS OF LEE COUNTY, FLORIDA**

1. COMES NOW, the undersigned Affiant, who upon taking an oath affirms as follows:
2. Affiant serves as counsel to Billy Creek Lot Owners' Association, Inc. ("Association"),
3. Association is association which has the right to enforce the Declaration of Covenants and Restrictions of Billy Creek Commerce Center, Unit One recorded at O.R. Book 1456, Pages 618 *et seq.*, of the Lee County Public Records, as subsequently amended. Said Declaration burdens and encumbers all lots in Billy Creek Commerce Center, Unit One, Plat Book 33, Page 116; Billy Creek Commerce Center, Unit Two, Plat Book 34, Page 68; Billy Creek Commerce Center, Unit Three, Plat Book 35, Page 52; Billy Creek Commerce Center, Unit Four, Plat Book 40, Page 16; and Billy Creek Commerce Center, Unit Five, Plat Book 64, Page 23; all in the Public Records of Lee County, Florida The property within the Subdivision is described in the Declaration.

4. Affiant prepared the attached "NOTICE OF PRESERVATION OF USE RESTRICTIONS UNDER MARKETABLE RECORD TITLE ACT" ("Notice"), which has been duly executed by Association.

5. Attached as **Exhibit "C"** to the Notice is the Declaration of Covenants and Restrictions for Billy Creek Commerce Center, Unit One ("Declaration") which is being preserved and extended pursuant to Florida Statute 712.06(1)(d) (2010) 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 Declaration, specifically the following, which are attached hereto:

- A. Articles of Incorporation Billy Creek Lot Owners' Association, Inc.
- B. Bylaws of Billy Creek Lot Owners' Association, Inc.

7. Affiant also records herewith as **Exhibit "D"** to the Notice a list of property owners in the Subdivision as maintained by the Lee County Property Appraiser's Office.

FURTHER AFFIANT sayeth naught.

WITNESSES:

(Sign) [Signature]

(Print) Megan Bryant

(Sign) [Signature]

(Print) Kelly A Germanis

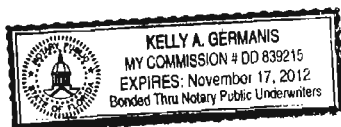
BY: [Signature]
Richard D. DeBoest II, Esq.
FL Bar No. 989940

**STATE OF FLORIDA
COUNTY OF LEE**

The foregoing instrument was acknowledged before me this 30th day of August 2010 by Richard D. DeBoest II. Said person is personally known to me or has produced [Signature] as identification and did take an oath.

NOTARY PUBLIC:

[Signature]
STATE OF FLORIDA (SEAL)
My Commission Expires:



PREPARED BY:
RICHARD D. DeBOEST II, ESQ.
ATTORNEY AT LAW
2030 McGregor Blvd.
FORT MYERS, FL 33901

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

**BILLY CREEK COMMERCE CENTER, UNIT ONE, PLAT BOOK 33, PAGE
116, PUBLIC RECORDS OF LEE COUNTY, FLORIDA;**

**BILLY CREEK COMMERCE CENTER, UNIT TWO, PLAT BOOK 34, PAGE 68,
PUBLIC RECORDS OF LEE COUNTY, FLORIDA;**

**BILLY CREEK COMMERCE CENTER, UNIT THREE, PLAT BOOK 35, PAGE
52, PUBLIC RECORDS OF LEE COUNTY, FLORIDA;**

**BILLY CREEK COMMERCE CENTER, UNIT FOUR, PLAT BOOK 40, PAGE
16, PUBLIC RECORDS OF LEE COUNTY, FLORIDA;**

**BILLY CREEK COMMERCE CENTER, UNIT FIVE, PLAT BOOK 64, PAGE 23,
PUBLIC RECORDS OF LEE COUNTY, FLORIDA**

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 **Billy Creek Lot Owners' Association, Inc.** (the "Association"), a Florida corporation, not-for-profit, 530 Construction Lane, Fort Myers, Florida 33936, the Articles of Incorporation of which were originally filed in the office of the Secretary of State on June 2, 1980 the Association having been organized for the purpose of operating and administering the community known as Billy Creek Commerce Center, pursuant to the recorded covenants pertaining thereto which were originally filed of record on September 29, 1980 in O.R. Book 1456, Pages 618 in the Lee County Public Records.

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 all other Lot Owners in the Commerce Center described below 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 Lot Owners and further attaches the original Statement of Marketable Title Action which was mailed to all members of the Association and lot owners 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 those certain use restrictions Declaration of Covenants and Restrictions for Billy Creek Commerce Center, Unit One recorded on September 29, 1980 at O.R. Book 1456, Pages 618 *et seq.* of the Lee County Public Records as may have been amended in accordance with the terms, provisions and conditions thereof. The property encumbered by said covenants and restrictions is described in Exhibit B and in the Declarations.

WITNESSES:

(Sign) Jeannine Seaman

(Print) Jeannine Seaman

(Sign) Lauren Cefalu

(Print) Lauren Cefalu

**BILLY CREEK LOT OWNERS'
ASSOCIATION, INC.**

BY: Victor J. Hein
President of the Association

ATTEST: [Signature]
Secretary of the Association

**STATE OF FLORIDA
COUNTY OF LEE**

The foregoing instrument was acknowledged before me this 10th day of August, 2010 by Victor Hein, as President and James Vickers as Secretary of BILLY CREEK LOT OWNERS' ASSOCIATION, INC., a Florida non-profit corporation, on behalf of said corporation. Said persons are personally known to me or have produced _____ as identification and did take an oath.

NOTARY PUBLIC:

Divina G. Infantado
STATE OF FLORIDA (SEAL)
My Commission Expires:



**AFFIDAVIT OF MAILING OR HAND DELIVERING OF STATEMENT OF
MARKETABLE TITLE ACTION TO ALL LOT OWNERS**

The undersigned, whose name appears at the bottom of this Affidavit, who after being duly sworn, deposes and says that the Statement of Marketable Title Action approved at the meeting of the Board of Directors of Billy Creek Lot Owners' Association, Inc., for preservation of the Declaration of Covenants and Restrictions for Billy Creek Commerce Center Unit One which burdens Billy Creek Commerce Center Units One, Unit Two, Unit Three, Unit Four and Unit Five held on May 19th, 2010 at the Billy Creek Commerce Center was mailed or hand delivered to all lot owners at the address listed on the attached sheet in accordance with Florida law.

Acknowledged this 10th day of August, 2010.

BILLY CREEK LOT OWNERS' ASSOCIATION, INC.

(SEAL)

By: Victor J. Hein
Print name: VICTOR J. HEIN
Print title: President

STATE OF FLORIDA}

COUNTY OF LEE

The foregoing instrument was acknowledged before me this 10th day of August, 2010, by Victor J. Hein, President of Billy Creek Commerce Lot Owners' Association, Inc. who is personally known to me or who has produced (type of identification) _____, as identification and who did take an oath.

Divina G. Infantado
Notary public
Printed name: Divina G. Infantado
My commission expires: June 1, 2014



STATEMENT OF MARKETABLE TITLE ACTION

**BILLY CREEK COMMERCE CENTER, UNIT ONE, PLAT BOOK 33, PAGE
116, PUBLIC RECORDS OF LEE COUNTY, FLORIDA;**

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**BILLY CREEK COMMERCE CENTER, UNIT THREE, PLAT BOOK 35,
PAGE 52, PUBLIC RECORDS OF LEE COUNTY, FLORIDA;**

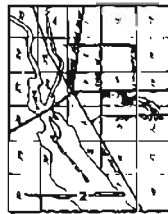
**BILLY CREEK COMMERCE CENTER, UNIT FOUR, PLAT BOOK 40,
PAGE 16, PUBLIC RECORDS OF LEE COUNTY, FLORIDA;**

**BILLY CREEK COMMERCE CENTER, UNIT FIVE, PLAT BOOK 64, PAGE
23, PUBLIC RECORDS OF LEE COUNTY, FLORIDA**

Billy Creek Lot Owners' Association, Inc., ("Association"), has taken action to insure that the Declaration of Covenants and Restrictions for Billy Creek Commerce Center, Unit One, as recorded in O.R. Book 1456, Page 618 of the Public Record of Lee County, Florida, currently burdening the property of each and every member of the Association and all lots in Billy Creek Commerce Center, Unit One, Plat Book 33, Page 116; Billy Creek Commerce Center, Unit Two, Plat Book 34, Page 68; Billy Creek Commerce Center, Unit Three, Plat Book 35, Page 52; Billy Creek Commerce Center, Unit Four, Plat Book 40, Page 16; and Billy Creek Commerce Center, Unit Five, Plat Book 64, Page 23; all in the Public Records of Lee County, Florida and as described in the Declarations of Covenants retain their status as the source of marketable title with regard to the transfer of a member's or lot owner's residence. To this end, the Association shall cause notice required by Chapter 712, Florida Statutes, to be recorded in the Public Records of Lee County, Florida. Copies of this Notice and its attachments are available through the Association pursuant to the Association's governing documents and the law regarding official records of the Association.

BILLY CREEK COMMERCE

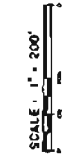
PLAY BOOK 74 PAGE 1
SHEET NO. 1 OF 1
DATE: JUNE 1981
JOB NO. 7910A



CENTER

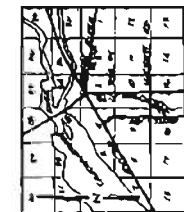
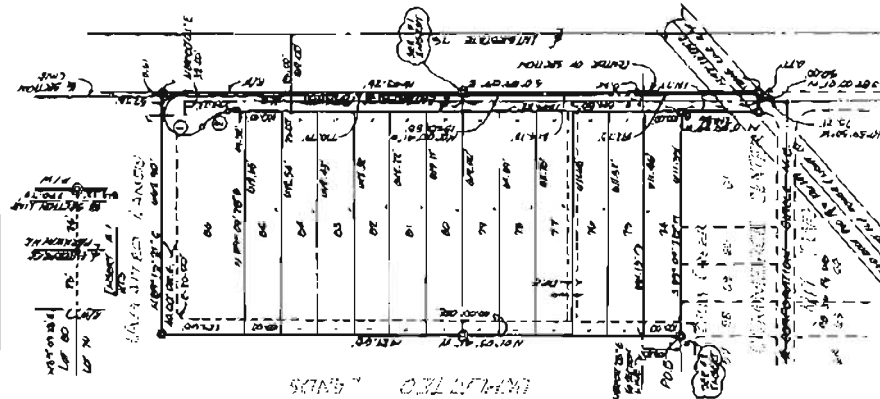
UNIT TWO

A SUBDIVISION IN SECTION 10, TSP. 44 S., RCE 25 E.
LEE COUNTY, FLORIDA



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BILLY CREEK COMMERCE

[illegible][illegible]

- RESERVANT REFERENCE MONUMENT - IN BOS
- DOE
- DARRIDGE MONUMENT
- ADITYA CHAKRABARTY / MONUMENT OF TAMILNADU
- ' ... MONUMENT CONTROL BOARD
- DO ... FOUND MONUMENT REFERENCE MONUMENT - IN BOS

5/20/09

[illegible]

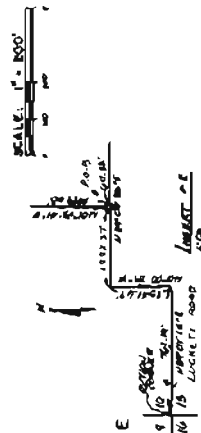
VERIFICATION

I HEREBY CERTIFY THAT THE ABOVE
STATED COMMERCIAL ENTERPRISE, WHICH IS A CORPORATION,
IS A TRUE AND CORRECT REPRESENTATION OF THE
AMERICAN CREDITORS' (AND ACCORDING TO A
RECENT SURVEY MADE AND PLANNED UNDER
MY CUSTODY AND SUPERVISION, AND THAT
THE CURRENCY DATA COMPILED WITH ALL OF THE
REQUIREMENTS OF CHAPTER 17D, FLORIDA
STATUTES.

HOWARD S. BECK

CENTER
UNIT THREE
SION IN SECTION 10, TWP 44 S.,
LEE COUNTY, FLORIDA

A SUBDIVISION IN SECTION 10, TWP 44 S., RGE. 25 E
LEE COUNTY, FLORIDA



THIS MATTER WAS
DISCLOSED THAT 5th DAY OF JANUARY, 1962 TO AN SEN. MEMBER
OF THE BOARD OF COUNTY COMMISSIONERS AS THE COUNTY ATTORNEY
_____ WILLIAM J. HARRIS _____
_____ WILLIAM J. HARRIS _____
_____ WILLIAM J. HARRIS _____
_____ WILLIAM J. HARRIS _____
I HEREBY CERTIFY THAT THE FIRST HAS BEEN EXAMINED BY ME AND FROM MY
EXAMINATION I FIND THAT THIS FIRST CERTIFICATE IS IN ACCORD WITH THE REQUIRE-
MENTS OF CHAPTER 71-359 CONCERNING THE REGISTRATION OF VOTERS. AS OF THE
THIRTIETH DAY OF JANUARY, 1962, I HAVE FOUND NO OTHER SECOND
AT PAGE 3 OF THE 125 COUNTY ELECTION SUPPLY REQUESTS.

[illegible][illegible]

WATKIN'S CASE DEVELOPMENT COMPANY, INC.

NOTES WITH SOURCE, INK

[illegible][illegible]

B-79
DATE: 6/10/83 BY: [illegible]
AT COMMISSION EXHIBIT D-53

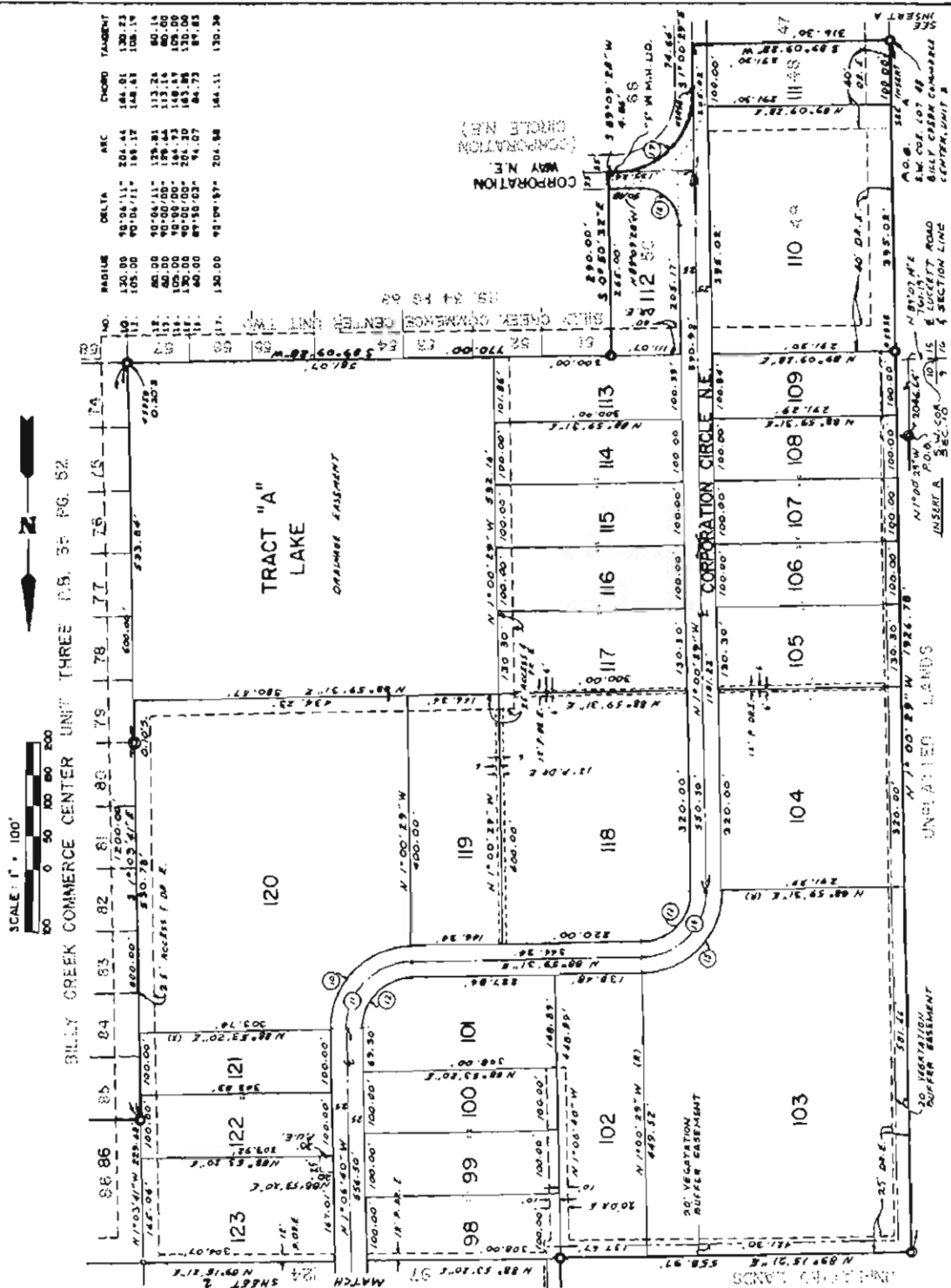
BILLY CREEK COMMERCE CENTER

INK ENGINEERING, INC.
6320 BEAU DRIVE
N. Ft. MYERS, FLORIDA
(813) 995-8500

UNIT FOUR, A SUBDIVISION

REPLAT OF PART OF BILLY CREEK COMMERCE CENTER UNIT TWO, P.B. 34, PG. 68
 REPLAT OF PART OF BILLY CREEK COMMERCE CENTER UNIT THREE, P.B. 35, PG. 52
 AND PART OF SECTION 10, TOWNSHIP 44 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA

SHEET 3 OF 3
DATE: MARCH 15, 1987
JOB NO. 8506



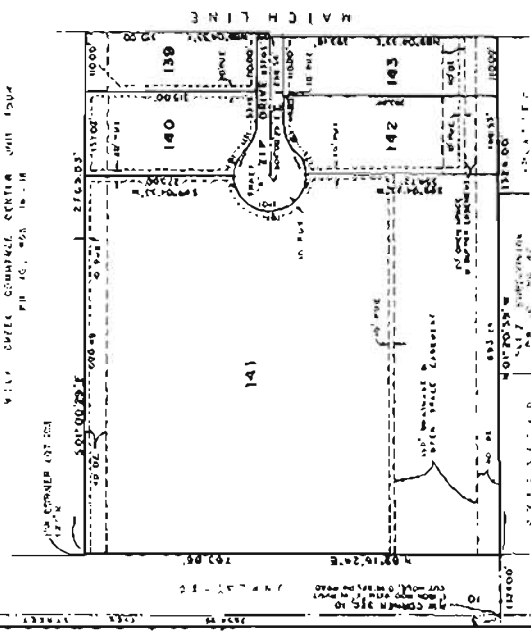
PLAN BOOK 64 PAGE 34
SHEET 2 OF 2

BILLY CREEK COMMERCE CENTER UNIT FIVE

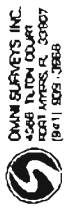
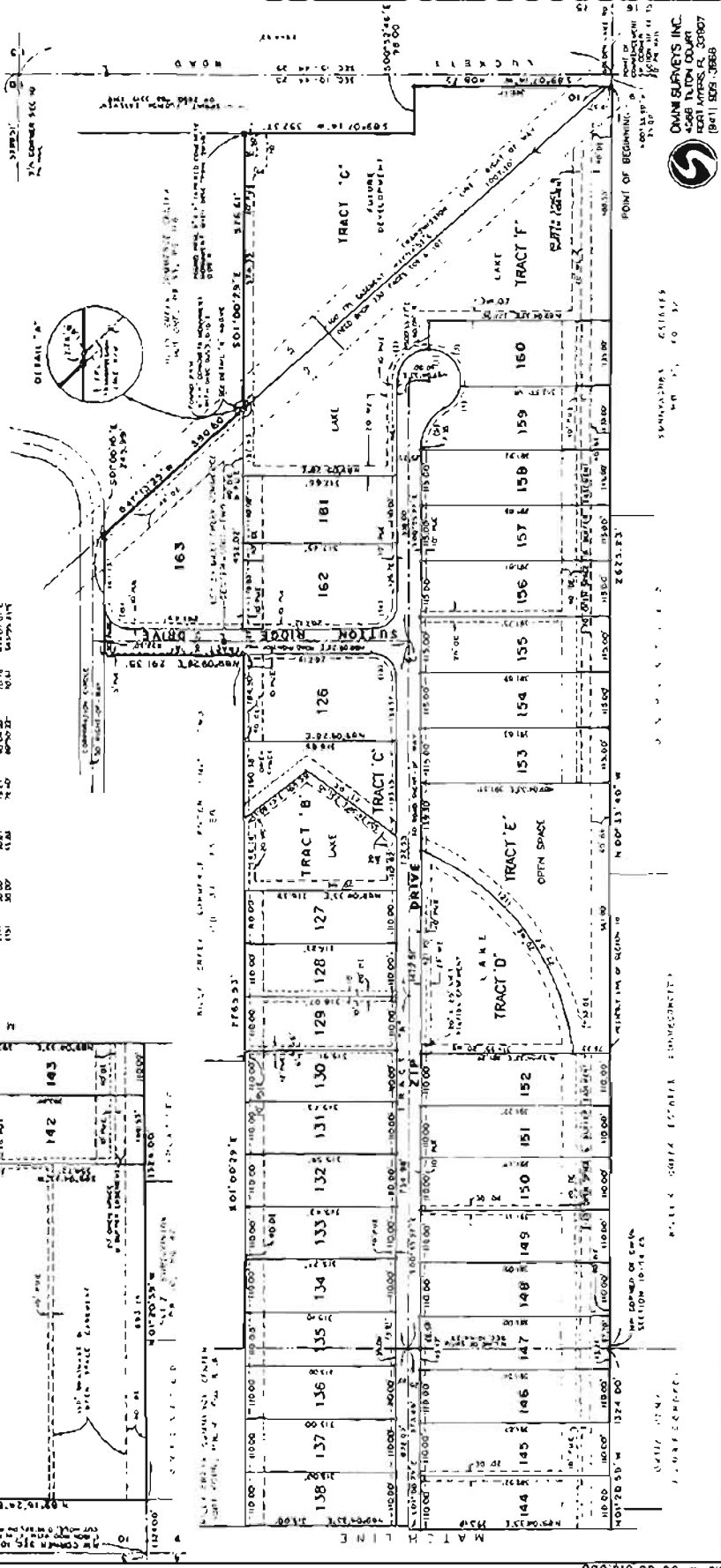
AND A REPLAT OF LOT 39, BILLY
CREEK COMMERCE CENTER UNIT
TWO, RECORDED IN PLAT

BOOK 34, PAGE 68

SECTION 10, TOWNSHIP 44 SOUTH,
RANGE 25 EAST, LEE COUNTY, FLORIDA



LOT	AREA	LENGTH	BIRTH	DEATH	DATE
138	10.00	100.00	11/18/00	11/18/00	11/18/00
139	10.00	100.00	11/18/00	11/18/00	11/18/00
140	10.00	100.00	11/18/00	11/18/00	11/18/00
141	10.00	100.00	11/18/00	11/18/00	11/18/00
142	10.00	100.00	11/18/00	11/18/00	11/18/00
143	10.00	100.00	11/18/00	11/18/00	11/18/00
144	10.00	100.00	11/18/00	11/18/00	11/18/00
145	10.00	100.00	11/18/00	11/18/00	11/18/00
146	10.00	100.00	11/18/00	11/18/00	11/18/00
147	10.00	100.00	11/18/00	11/18/00	11/18/00
148	10.00	100.00	11/18/00	11/18/00	11/18/00
149	10.00	100.00	11/18/00	11/18/00	11/18/00



DAVIS SURVEYORS, INC.
4048 RUDY COURT
FORT MYERS, FL 33907
(813) 809-3868

67.00
This Instrument prepared by:
James C. Johnston
Smoot, Johnston & Johnson
2207 First Street
Fort Myers, Florida 33901
Telephone: 813-332-5050

1351038

DECLARATION OF COVENANTS AND RESTRICTIONS FOR

BILLY CREEK COMMERCE CENTER, UNIT ONE

THIS DECLARATION, made this 25th day of September, 1980, by GATOR UTILITIES SERVICES, INC. and CAPTAIN'S COVE DEVELOPMENT COMPANY, INC., who declare that the real property which is owned by the Developer and which is the same now duly platted as BILLY CREEK COMMERCE CENTER, UNIT ONE ("SUBDIVISION") as the same is now recorded in Plat Book 33 at Page 116 of the Public Records of Lee County, Florida ("Plat"), is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes hereinafter called "Declaration" or "Covenants and Restrictions") hereinafter set forth. The purpose of these Covenants and Restrictions is to establish uniform Standards of development quality for light industrial, research and office park known as Billy Creek Commerce Center.

I. DEFINITIONS.

The following words, when used in this Declaration shall have the following meaning:

A. "Association" shall mean and refer to Billy Creek Lot Owners' Association, Inc., a Florida corporation not for profit. This Declaration of Covenants and Restrictions to which the Articles of Incorporation (the "Articles") and By-Laws (the "By-Laws") of the Association make reference. Copies of the Articles and By-Laws are attached hereto and made a part hereof as Schedule "A" and "B" respectively.

B. "Developer" shall mean and refer to GATOR UTILITIES SERVICES, INC. and CAPTAIN'S COVE DEVELOPMENT COMPANY, INC., or its successors and assigns.

C. "Subdivision" or "Property" shall mean and refer to all properties which are subject to this Declaration, more specifically described in Schedule "A" and the Plat.

D. "Lot" shall mean and refer to any parcel of the Property in the Subdivision, together with any and all improvements thereon, and identified as such on the Plat, on which an industrial, office or other structure according to the terms of this Declaration could be constructed whether or not one has been constructed, and shall include any "combina-

RECORD VERIFIED - SAL CERACI CLERK •
• SA LINDA EDWARDS D.C. •

EXHIBIT

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OFF REC. 1456 PG 619

tion lot" described in paragraph VII(B) hereof.

E. "Owner" or "Lot Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to a lot or any other portion of the Property, including contract sellers (but not contract purchasers).

F. "Common Area" shall mean and refer to all real and/or personal property which the Association for the common use and enjoyment of the members of the Association, and all real and/or personal property within or in the vicinity of the Subdivision in which the Association has an interest for the common use and enjoyment of the members of the Association, including, without limitation, a right of use (such as but not limited to, easements for surface water collection and retention). The use of the Common Area shall be restricted to park landscape, entry features, directional graphic system, drainage, landscape medians, security, safety, bicycle paths, roads, project lighting and recreational purposes or any other use to which a majority of the membership of the Association may accede.

G. "Center" shall mean BILLY CREEK COMMERCE CENTER. The Center shall initially consist of the Subdivision. The Center may be expanded by the addition of one or more similar subdivisions of lands ("Additions") which may be developed by the Developer, as more particularly provided in this section.

(1) Each Addition shall be contiguous to either Subdivision or a prior Addition to the Center. As used herein, the term "contiguous" shall be used to describe two properties which have a common boundary line or which are separated by one or a combination of streets, roads, highways, sidewalks, paths, alleyways or other thoroughfares, together with medians and other dividers.

(2) Each Addition shall have a name which includes the name "BILLY CREEK COMMERCE CENTER", and additional words which distinguish the Addition to the Center from the Subdivision and the other Additions to the Center, such as "Unit Two" or "First Addition."

(3) The Declaration of Covenants and Restrictions with respect to the Addition shall be in substance substantially the same as the Declaration with respect to the Subdivision, unless approved by the Directors. As used in this Declaration the terms "Plat" and "Declaration" shall include not only the original of a Plat or Declaration, but also any and all amendments thereto.

(4) Such subdivision shall become an Addition to the Center upon the recordation of the Plat and Declaration, if the Declaration indicates a clear intention that such subdivision is to become an Addition to the Center.

II. PROPERTY RIGHTS

Every Lot Owner shall be a member of the Association (as provided

OFF REC. 1456 PG 620

in Article III of this Declaration), as shall be each lot owner with respect to each Addition to the Center. Every Member of the Association shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title of portions of the Property, subject to the following:

A. The right of the Association to take such steps as are reasonably necessary to protect the Common Area against foreclosure;

B. All provisions of this Declaration, and plat of all or any part of parts of the Property, and the Articles and By-Laws of the Association;

C. Rules and regulations governing use and enjoyment of the Common Area adopted by the Association; and

D. Restrictions contained on any and all plats of all or any part of the Common Area or filed separately with respect to all or any part of parts of the Property.

III. MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

A. "Membership".

Every person or entity who is a record fee simple Owner of a portion of the Property, including the Developer at all times as long as it owns all or any part of the Property subject to the Declaration, shall be a member of the Association provided that any such person or entity who holds such interest only as security for the performance of an obligation shall not be a member. Membership shall be appurtenant to, and may not be separated from ownership of any Property.

B. "Voting".

Voting rights in the Association shall be as are set forth in Article VII(D) of the Articles of the Association attached hereto and made a part hereof.

IV. COVENANTS FOR MAINTAINING ASSESSMENTS

A. Creation of the Lien and Personal Obligation of Assessments.

Each Owner of any portion of the Property from time to time constituting a Lot, as said term is hereinabove defined (by acceptance of a deed for such portion of the Property, whether or not it shall be so expressed in any such deed or other conveyance) including any purchaser at a judicial sale, shall be deemed to covenant and agree to pay to the Association any annual assessments or other charges, and any special assessments to be fixed, established and collected from time to time as hereinafter provided. All such assessments, together with interest thereon from the due date at the maximum rate allowable by law and costs of collection thereof (including reasonable attorney's fees), shall be a charge on the Lot and shall be a continuing lien upon the Lot(s) against which each such assessment is made, and shall also be the personal obligation

of the Owner. No Owner of a Lot may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or by abandonment. No portion of any Property which does not constitute a Lot as that term is defined herein will be liable for any annual or special assessment under this section.

B. "Purpose of Assessments".

DEF 1456 PG 621

The annual and special assessments levied by the Association shall be used exclusively for the purpose of promoting the health, safety, security and welfare of the Owners of Lots included in the Center (the Subdivision and the Additions) and in particular for the improvements and maintenance of the Common Areas of the Center and of any easement in favor of the Association, including, but not limited to, the cost of taxes, insurance, labor, equipment, materials, management, maintenance and supervision thereof, for the purpose of maintaining or improving the entrance-way to the park, for planting trees and shrubbery in the care thereof within a public right-of-way, for improving and maintaining the entrance sign and landscaping, for improving and maintaining the I-75 sign and landscaping, for improving and maintaining the drainage system, for caring for vacant property, or otherwise acting in accordance with its Articles of Incorporation and By-Laws as they may exist from time to time amended, as well as for such other purposes as are permissible activities of, and undertaken by, the Association.

C. "Annual Assessment".

The Board of Directors of the Association (the "Board") shall fix the assessments, which shall be in amounts determined in accordance with the projected financial needs of the Association, as to which the decision of the Board of Directors of the Association shall be dispositive. By the vote of two-thirds (2/3) of the members of the Board the maximum amounts of the assessments may be varied from the amounts hereinafter set forth, however, the maximum assessments may not be increased at any time without the written consent of two-thirds (2/3) of the Lot Owners (excluding the Developer). The Association shall annually adopt a budget upon regular notice to all shareholders in the corporation at its annual meeting. Immediately after said meeting of the Association, at which assessments are levied, bills for the assessments should be mailed "Certified Mail, Return Receipt Requested". On the bill, in capital letters, the following should be stated:

THIS ASSESSMENT MUST BE PAID TO THE BILLY CREEK
LOTOWNERS' ASSOCIATION, INC., WITHIN 50
DAYS FROM THE DATE OF THIS BILLING. IF PAYMENT
IS NOT RECEIVED WITHIN 50 DAYS, A CLAIM OF LIEN FOR
THE AMOUNT OF THIS ASSESSMENT WILL BE RECORDED IN
THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, WITHIN
90 DAYS OF THE DATE OF THIS BILLING, AS PROVIDED BY
THE BY-LAWS OF THE BILLY CREEK LOTOWNERS' ASSOCIATION,
INC. IF IT IS NECESSARY TO FILE SUCH A CLAIM OF LIEN,
YOU WILL BE RESPONSIBLE FOR ALL COSTS THEREOF, INCLUDING
ATTORNEYS FEES AND RECORDING COSTS.

D. "Uniform Rate and Maximum Amount of Assessment."

All regular and special assessments shall be at a uniform rate for each one-tenth (1/10th) acre, or fractional part thereof, included in each Lot within the Center as provided in Article VIII of the Articles of Incorporation of the Association. Subject to the exceptions set forth herein, the annual assessment, excluding any special assessment for capital improvements or major repairs, shall not exceed the following applicable amount:

(1) During Developer Control.

Until such time as the Developer shall have lost or relinquished the right to elect the Board of Directors of the Association as provided in Article VII(B) of the Articles of Incorporation of the Association, the maximum amount of the regular assessment for any calendar year shall be fifteen (\$15.00) dollars per one-tenth (1/10th) acre, or fractional part thereof, included in each lot within the Center.

(2) Subsequent to Developer Control.OFF 1456 PG 622
REC.

After the Developer shall have lost or relinquished said right to elect the Board of Directors of the Association, as provided in Article VII(B) of the Articles of Incorporation of the Association, the maximum amount of the regular assessment for any calendar year shall be twenty-five (\$25.00) dollars per one-tenth (1/10th) acre, or fractional part thereof, included in each lot within the Center.

(3) Cost-of-living Increases in Maximums.

Said maximum amounts shall be increased by the amount necessary to maintain the "purchasing power" of said amounts on January 1, 1980, as measured by the national average set forth in the most recent Consumer Price Index for all items published by the Bureau of Labor Statistics of the United States Department of Labor for the base month ending December 31, 1979.

E. "Special Assessments for Capital Improvements and Major Repairs."

In addition to any annual assessments, the Association may levy in any assessment year a special assessment, applicable to that year only, for the purpose of defraying in whole or in part, the cost of any construction, reconstruction, unexpected repair or replacement of a capital improvement as approved by the Board of Directors of the Association, including the necessary fixtures and personal property related thereto, provided that any such assessment shall have the assent of two-thirds (2/3rds) of the Lot Owners who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Lot Owners at least thirty (30) days in advance and shall set forth the purpose of the meeting. Each Lot Owner shall be entitled to one (1) vote for each lot (without regard to the

area thereof) included in the Center (including lots within Additions to the Center) in which he holds an interest. When one or more persons hold such interest or interests in any such lot, all such persons shall be members and the vote for such lot shall be exercised as they determine among themselves, but, in no event shall more than one vote be cast with respect to any one lot. The vote for any lot cannot be divided for any issue and must be voted as a whole. If more than one person holds such interest in any such lot, those persons present at any meeting (even though less than all of the persons holding such interest in the lot, including those represented by proxy) shall be entitled to cast the vote as they among themselves determine.

F. "Date of Commencement of Annual Assessments Due Date".

The assessments for which provision is herein made shall commence on the date or dates (which shall be the first day of a month) fixed by the Board of Directors of the Association to be the date of commencement. The due date of any assessment shall be fixed in the resolution authorizing such assessments, and any such assessment shall be payable in advance in monthly, quarterly, semi-annual, or annual installments, as determined by the Board.

G. "Duties of the Board of Directors".

REF. 1456 PG 623
REC.

The Board of Directors of the Association shall fix the date of commencement, and the amount of the assessment against each Lot for each assessment period at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of the Lots and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspection by any Owner. Written notice of the assessment shall be sent to every Owner subject thereto not later than seven (7) days after fixing the date of commencement thereof.

The Association shall, upon demand at any time, furnish to any Lot Owner liable for said assessment a certificate in writing signed by an officer of the Association, setting forth whether said assessment has been paid.

H. "Effect of Non-Payment of Assessment: the Lien, the Personal Obligation, Remedies of Association".

The lien of the Association upon a Lot shall be effective from and after recording, in the Public Records of Lee County, Florida, a claim of lien stating the description of the Lot encumbered thereby, the name of the Owner, the amount and the date when due. Such claim of lien shall include only assessments which are due and payable when the claim of lien is recorded, plus interest, costs, attorney's fees, advances to pay taxes and prior encumbrances and interest thereon, all as above provided. Such claims of lien shall be signed and verified by an officer or agent of the Association. Upon full payment of all sums secured by such claim of lien, the same shall be satisfied of record.

If the assessment is not paid within thirty (30) days after the

delinquency date, which shall be set by the Board of Directors of the Association, the assessment shall bear interest from the date due at the maximum rate allowable by law per annum, and the Association may at any time thereafter bring an action to foreclose the lien against the Lot(s) in like manner as a foreclosure of a mortgage on real property, and/or a suit on the personal obligation against the Owner(s), and there shall be added to the amount of such assessment the cost of preparing and filing the complaint in such action including a reasonable attorney's fee, and in the event a judgment is obtained, such judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be fixed by the Court, together with the cost of the action.

I. "Subordination to Lien of Mortgages".

OFF REC. 1456 PG 624

The lien of the assessments for which provision is herein made, as well as in any other Article of this Declaration, shall be subordinate to the lien of any first mortgage to a federal or state chartered bank, life insurance company or federal or state savings and loan association. Such subordination shall apply only to the assessments which have become due and payable prior to a sale or transfer of such Lot pursuant to a decree of foreclosure of such mortgage. No sale or other transfer shall relieve any Lot from liability for any assessment thereafter becoming due, nor from the lien of any such subsequent assessment. The written opinion of either the Developer or the Association that the lien is subordinate to a mortgage shall be dispositive of any questions of subordination.

J. "Exempt Property".

The Board of Directors shall have the right to exempt any Lot subject to this Declaration from the assessments, charge or lien created herein provided that such part of the Property exempted is used (and as long as it is used) for any of the following purposes:

1. As an easement or other interest therein dedicated and accepted by the local public authority and devoted to public use;
2. As Common Area as defined in Article I hereof;
3. As Property exempted from ad valorem taxation by the laws of the State of Florida, to the extent agreed to by the Association.

Notwithstanding any provisions herein, no Lot devoted to light industrial, research, office park or related use of commercial use shall be exempt from said assessment, charges or lien.

V. EXTERIOR MAINTENANCE ASSESSMENT

A. "Exterior Maintenance".

In addition to maintenance upon the Common Area, the Association

may provide upon any Property requiring same, when necessary in the opinion of the Board of Directors of the Association to avoid blight and to preserve the beauty, quality and value of the Property, maintenance, including paint, repair, roof repair and replacement, gutters, downspouts, exterior building surfaces, and yard cleanup landscaping and/or maintenance.

B. "Assessment of Costs".

OFF. REC. 1456 PG 625

The cost of such maintenance shall be assessed against the Property upon which such maintenance is performed or, in the opinion of the Board of Directors of the Association, benefitting from same. The assessment shall be apportioned among the Property involved in the manner determined to be appropriate by the Board of Directors of the Association. If no allocation is made, the assessment shall be uniformly assessed against all of the Property in the affected area. The exterior maintenance assessments shall not be considered a part of the annual or special assessments. Any exterior maintenance assessment shall be a lien on the Property and the personal obligation of the Owner and shall become due and payable in all respects, together with interest and fees for the cost of collection, as provided for the other assessments of the Association, and shall be subordinate to mortgage liens to the extent provided by Section 9 of Article IV hereinabove.

C. "Access at Reasonable Hours".

For the purpose of performing the maintenance authorized by this Article, the Association, through its duly authorized agents or employees, shall have the right, after reasonable notice to the Owner, to enter upon any Lot, Property or the exterior of any improvements thereon at reasonable hours on any day except Saturday or Sunday.

VI. ARCHITECTURAL CONTROL

A. "Necessity of Architectural Review and Approval."

No improvement or structure of any kind, including without limitation, any building, fence, wall, sign, site paving, grading, parking and building additions, alteration, screen enclosures, sewer, drain, disposal system, decorative building, landscaping, landscape device or object, or other improvement shall be commenced, erected, placed or maintained upon any Lot or the Property, nor shall any addition, change or alteration therein or thereof be made, nor any subdivision platting or replatting of any Lot or Lots, or the Property be made unless and until the plans, specifications and location of the same shall have been submitted to and approved in writing by, the Association. All plans and specifications shall be evaluated as to harmony of external design and location in relation to surrounding structures and topography and as to conformance with the Architectural Planning Criteria of the Association, a copy of which may be obtained at the office of the Association.

OFF REC. 1456 PG 626

B. "Architectural Review Board".

The architectural review and control functions of the Association shall be administered and performed by the Architectural Review Board (the "ARB"), which shall consist of three (3) members who need not be members of the Association. The Developer shall have the right to appoint all of the members of the ARB, or such lesser number as it may choose, as long as it owns at least one Lot or other Property in Center. Members of the ARB as to whom Developer may relinquish the right to appoint, and all members of the ARB after the Developer no longer owns at least one Lot or other Property in Center, shall be appointed by, and shall serve at the pleasure of, the Board of Directors of the Association. At any time that the Board of Directors has the right to appoint one or more members of the ARB, the Board shall appoint at least one (1) architect or building contractor thereto. A majority of the ARB shall constitute a quorum to transact business at any meeting of the ARB, and the action of a majority present at a meeting at which a quorum is present shall constitute the action of the ARB. Any vacancy occurring on the ARB because of death, resignation, or other termination of service of any member thereof shall be filled by the Board of Directors; except that Developer, to the exclusion of the Board, shall fill any vacancy created by the death, resignation, removal or other termination of services of any member of the ARB appointed by Developer.

C. "Powers and Duties of the ARB". The ARB shall have the following powers and duties:

1. To recommend, from time to time, to the Board of Directors of the Association modifications and/or amendments to the Architectural Planning Criteria. Any modification or amendment to the Architectural Planning Criteria shall be consistent with the provisions of this Declaration, and shall not be effective until adopted by a majority of the members of the Board of Directors of the Association at a meeting duly called and noticed and at which a quorum is present and voting and are present and voting and are approved in writing by the Developer. Notice of any modification or amendment to the Architectural Planning Criteria, including a verbatim copy of such change or modification, shall be delivered to each member of the Association; provided that, the delivery to each member of the Association of notice and a copy of any modification or amendment to the Architectural Planning Criteria shall not constitute a condition precedent to the effectiveness or validity of such change or modification.
2. To require submission to the ARB of one (1) complete set of all plans and specifications for any improvement or structure of any kind, including, without limitation, any building, fence, wall, sign, site paving, grading, parking and building additions, alteration, screen enclosure, sewer, drain, disposal system, decorative building, landscaping, landscape device or object, or other improvement, the

OFF REC. 1456 PG 627

construction of placement of which is proposed upon any Lot or Property in Subdivision, together with a copy of any required governmental Permits. The ARB may also require submission of samples of building materials and colors proposed for use on any Lot or the Property, and may require such additional information as reasonably may be necessary for the Board to completely evaluate the proposed structure or improvement in accordance with this Declaration and the Architectural Planning Criteria. Reviews shall be coordinated with required governmental approvals.

3. To approve or disapprove any improvement or structure of any kind, including, without limitation, any building, fence, wall, sign, site paving, grading, parking and building additions, alterations, screen enclosure, sewer, drain, disposal system, decorative building, landscaping, landscape device or object, or other improvement or change or modification thereto, the construction, erection, performance or placement of which is proposed upon any Lot or the Property in Subdivision and to approve or disapprove any exterior additions, changes, modifications, or alterations therein or thereon. All decisions of the ARB shall be submitted in writing to the Board of Directors of the Association, and evidence thereof may, but need not, be made by a certificate, in recordable form, executed under seal by the President or any Vice President of the Association. Any party aggrieved by a decision of the ARB shall have the right to make a written request to the Board of Directors of the Association, within thirty (30) days of such decision, for a review thereof. The determination of the Board upon reviewing any such decision shall in all events be dispositive.
4. To approve or disapprove any change, modification or alteration to any improvement or structure as hereinabove described, and the plans and specifications if any, upon which such change modification or alteration is based, prior to commencement of construction of such change, modification or alteration. If any improvement or structure as aforesaid shall be changed, modified or altered without prior approval of the ARB of such change, modification or alteration, and the plans and specifications therefore, if any, then the Owner shall upon demand cause the improvement or structure to be restored to comply with the plans and specifications, originally approved by the ARB, and shall bear all costs and expenses of such restoration, including costs and reasonable attorney's fees of the ARB.
5. To adopt a schedule of reasonable fees for processing requests for ARB approval or proposed improvements. Such fees, if any, shall be payable to the Association, in cash, at the time that plans and specifications are submitted to the ARB. In the event such fees, as well as any other costs or expenses of the ARB pursuant to any other provisions of this Article are not paid by the Owner, they shall become a lien of the Association on the Property, pursuant

to Article IV, H. I. and J.

VII. RESTRICTIONS

A. "Use Regulations".

REF REC. 1456 PG 628

Permitted uses for Lots included in the Subdivision shall be limited to those established and permitted under applicable "Light Industrial," zoning regulations promulgated with respect to Lee County, Florida or the appropriate governmental agency, as the same now exist or as the same may hereafter be amended, except as otherwise limited herein. No noxious or offensive use may be made of any lot or activity carried on on any lot, nor shall anything be done thereon which may be a nuisance by reason of unsightliness or excessive emission of noise, odors, liquid gases, dust, vibration, fumes or smoke. The following uses of the lots are specifically, but without limitation, prohibited:

1. Auto wrecking, salvage yards, used material yards or junk yards.
2. Residential uses except where incidental to industrial uses, such as night watchmen's quarters.
3. Acid Manufacture.
4. Cement and/or lime manufacture or processing.
5. Manufacture or storage of explosives.
6. Packing plants, canning plants or slaughter yards.
7. Petroleum storage, refining or transfer.
8. Stock yards, or any livestock or poultry.
9. Rendering plants or glue works.
10. Pulp or paper mills.
11. Parking of automobile house trailers and use of such trailers as living quarters.
12. Outside storage, except as specifically approved by the ARB.

B. "Plot Size".

Each plot of Land shall contain a minimum of one Lot. Two or more lots may be combined into a single building site or lot, and one or more lots may be combined with a divided portion of a lot, to form a single

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building site ("COMBINATION LOT"), and a lot or Combination Lot may be subdivided, as more particularly provided in this paragraph and not otherwise.

1) Combinations of Whole Lots. Two or more contiguous lots may be combined into a single building site ("Combination Lot") if each of the lots included in the Combination Lot have a side or rear lot line which is also a side or rear lot line of at least one other lot in the combination.

2) Combinations with Fractional Lots. A lot (or Combination Lot) and a contiguous divided portion of a contiguous lot having a common side or rear lot line may be combined into a single building site ("Combination Lot") if the remainder of the subdivided lot is, in like manner, combined with another lot (or Combination Lot) into a single building site ("Combination Lot").

3) Subdivision of Lots. A lot may be subdivided into two separate portions, which need not be equal, if each of the two separate portions are included in separate Combination Lots. A Combination Lot may be subdivided into its original component lots and portions of lots. In no event, however, may a Building be constructed upon a subdivided lot, unless such subdivided lot is part of a Combination Lot, or unless approved by the ARB.

4) Application of Provisions to Combination Lots. As used in this Declaration, the term "lot" shall include a Combination Lot, except as the context in which the term is used may require otherwise.

(a) Side-Lot Lines. For the purposes of paragraph numbered VII(Q)(1), the side lot lines of a Combination Lot shall be the outside side lines of the outside lots included in the Combination Lot, and if the fractional portion of a subdivided lot is the outside lot in a Combination Lot, the side lot line of the Combination Lot, which involves the subdivided lot, shall be the imaginary line which dissects the subdivided lot.

(b) Utility Easements. Utility easements described in paragraph numbered VI(R)(2) hereof which exist along side or rear lot lines of lots included in the Combination Lot which are not the side lot lines of the Combination Lot, shall be extinguished, until such time as such Combination Lot shall be subdivided as herein provided and such side lot line becomes a side lot line of a subdivided lot. Such easement shall exist along the side lot line of a Combination Lot which is the imaginary line which subdivides a lot which is included within such Combination Lot. The consolidation of lots into a Combination Lot shall not, however, alter in any way easements shown on the Plat.

REF 1456 R 630

C. "Plan Approval".

To achieve an overall compatibility and continuity of architectural design, lot layout and landscaping, copies of all site plans, building plans, construction plans, landscaping plans and other development plans, together with all specifications shall be submitted to the Architectural Review Board prior to the commencement of the improvement, together with renderings and elevations if requested by the Board. Approval shall not be unreasonably withheld and shall be either granted or denied as soon as practicable, but in any event, within thirty (30) days of submission of request. The issuance of a building permit or license, which may be in contravention of these restrictions, shall not prevent the Developer or the Association from enforcing these provisions.

D. "Buildings."

Buildings constructed on any Lot included in the subdivision shall be a modern design and constructed of modern materials. Exterior walls of each building shall be finished with color-coated steel panels, built-up concrete or equivalent material such as concrete block with plaster or stucco finish, or brick. All exterior walls fronting on any street shall be aesthetically pleasing and if concrete block, shall be given a veneer of either stucco, plaster, wood or similar covering. The gross area of any buildings located upon any lot shall not exceed forty (40%) of the total area of the lot. All buildings are to be set back at least twenty-five (25') feet from the front property line, twenty (20') feet from the side property lines and fifteen (15') feet from the rear property lines. When the construction of any building, is once begun, work thereon must be prosecuted diligently and completed within a reasonable time. If for any reason work is discontinued and there is not substantial progress towards completion for a continuous 3 month period, the Developer, or its heirs and successors, shall have the right to notify the owner of record of its intention herein, invade the premises and take such steps as might be required to correct an undesirable appearance; the reason for such correction shall be solely in the discretion of the Developer. The owner of the property shall be liable for all cost incurred in such action, and the total cost thereof shall be a lien on the said lot.

E. "Loading, Storage & Outside Storage".

Each parcel of the Land devoted to site development shall provide sufficient on site loading facilities to accommodate site activities, and all loading movement, including turn-arounds, shall be made off of the public right-of-way. Loading docks shall be located and screened so as to minimize their visibility from any street or other right-of-way. Screening of service areas, loading docks and so forth may consist of any approved combination of earth mounding, landscaping, walls and/or fencing. No materials, supplies or equipment shall be permitted to remain outside of any building, unless approved by the ARB, in writing

in advance. However, tanks, motors, and special industrial equipment will be permitted to remain outside of any building as long as they are screened from the street and surrounding property, or in designated areas approved by the ARB. Rubbish and garbage facilities shall be screened so as not to be visible from any street or right-of-way.

The maneuvering of trucks and trailers shall be confined to the extent practicable, to the lot included in the Subdivision where the trucks and trailers have business. To the extent possible, all loading and unloading of trucks and trailers shall be done on the premises of the lot and not within the streets, and regular loading areas and facilities shall be located other than on the street side of the buildings and not be visible from the street to the extent practicable. Bulk storage of liquids, including gasoline, fuel oil, other petroleum products and other liquids, shall be stored inside buildings or in underground containers located at a depth and area approved by the Developer. All storage shall be in compliance with applicable governmental laws and regulations.

F. "Site Furniture".

DEF. 1456 PG 631

Site furniture and mechanical equipment visible from a street shall be considered as landscape elements, and all site furniture, including exterior lighting fixtures, shall be subject to the approval of the Association as elsewhere herein provided.

G. "Curb Cuts".

It is intended that curb cuts on boundary streets be minimized. Curb cuts on boundary streets shall be at least one hundred (100) feet apart (center spacing), at least fifty (50) feet from any street intersection, and a maximum of twenty-four (24) feet in width, unless approved by the ARB in writing in advance. Joint curb cuts may be developed to serve abutting parcels and are favorably encouraged. Boundary streets as used herein shall mean Lockett Road and Enterprise Parkway.

H. "Building/Mechanical Equipment".

All mechanical equipment, servicing buildings, including roof mounted equipment, shall be enclosed or screened so as to be an integral part of the architectural design.

I. "Site Grading".

Site Grading shall be subject to the approval of the Architectural Planning Criteria of the Association.

J. "Parking".

Parking on the streets in the subdivision is strictly prohibited. All parking within the subdivision shall only be in designated parking areas.

K. "Streets".

All streets and roads, if any, which are not dedicated to public use, will be private.

L. "Signs and Graphics".

REC-1456 PG 632

Signs and sign location within the project shall be subject to the review of the Architectural Review Board and shall conform to the Architectural Planning Criteria. To minimize any detractive effects upon building appearance and landscaping which may result from the erection of signs within the subdivision, signs shall not be located on building exterior walls, standing out from the wall surface; lettering may not be larger than four (4) feet high; Flashing signs of any kind are not permitted; and all signs shall conform to the applicable sign regulation of Lee County, Florida as the same now exists or as the same has been or may hereafter be amended. Provided, however, that this paragraph shall not apply to signs erected by Developer relating to the entire park, and variances may be granted by the ARB, in advance and in writing.

M. "Exterior Lighting".

Exterior lighting is subject to the review of the Architectural Review Board and should be in conformance with the Architectural Planning Criteria.

N. "Landscaping".

All landscaping is subject to the review of the Architectural Review Board and should conform to the Architectural Planning Criteria.

O. "Utilities".

All electrical and telecommunication transmission lines within the Subdivision other than those existing on the date of this Declaration and those hereafter installed by the Developer shall be installed and maintained underground.

P. "Maintenance".

Buildings, landscaping and other improvements shall be continuously maintained so as to preserve as well kept appearance especially along the perimeters of any Lot or other property. The Association shall from time to time observe site and landscape maintenance and if not satisfied with the level of maintenance on a site shall notify the owner in writing. If within fifteen (15) days from notification, in the Association's opinion maintenance has not been brought to acceptable standards in conformance with the following maintenance standards the Association may order the work done at the site Owner's expense and may treat the charges as an assessment pursuant to Article V hereof. The Association shall appoint a maintenance committee which shall have the responsibility to amend and enforce the following maintenance standards:

1. TRASH

All trash and garbage shall be placed in designated containers, or within the owner's contained service area and all trash areas shall be screened and properly landscaped. The size of containers shall be set by the decision of the Maintenance Committee and such schedule will reflect the capacity of the local agencies for trash removal. Yards and landscape areas will be kept free of trash, leaves and dead landscaping materials.

2. LANDSCAPING

OFF REC. 1456 PG 633

All landscaping areas including sodden areas, shall be regularly irrigated as required and shall receive regular maintenance including trimming, fertilization, mowing and replacement of diseased plant materials, as required. All irrigation systems shall be underground, automatic, kept in good repair, and shall not discolor any wall, sign surface or other structure. Perimeter landscaping shall be maintained so as to avoid blight and preserve the beauty, quality and value of the subdivision and to maintain a uniform and sightly appearance. The area between the building and the street shall be used for open landscaping and green areas to the greatest extent possible, taking into account necessary parking. All landscaping shall be completed within ninety (90) days of the issuance of a certificate of occupancy with respect to the building constructed or erected on any lot and shall be subject to the approval of the Developer.

3. PARKING LOT AND SIDEWALK

All parking lot, sidewalks, and other hard surface areas shall be swept and cleaned regularly and cracks and damaged areas of sidewalks shall be repaired or replaced as required. Damaged or eroding areas of the asphalt parking surface shall be replaced as required and an overall resurfacing of the parking area will be done as necessary. Broken bumper stops and/or curbing shall be replaced as required and drainage inlets, storm sewers and any surface drainage facilities shall be maintained in good repair and shall remain clear of debris so as to enable the proper flow of water. Each Lot Owner shall provide adequate off-street motor vehicle and trailer storage for the Lot Owner's needs, but, in any event, no less than that required by governmental regulations and requirements. All driveways and parking areas shall be constructed or asphalt or concrete products.

4. LIGHTING

Levels of light intensity in the parking areas of all exterior walkways shall be maintained at safe levels and bulbs shall be replaced expeditiously as failure occurs. Light standards shall be maintained in good repair and shall be kept functional at all times.

5. PAINTING

All painted surfaces shall be repainted on a regular schedule as required to maintain exterior appearance in a clean, neat and orderly manner.

6. SIGNS

OFF 1456 PG 634

All signs shall be maintained in good repair so as to be clear and legible.

Q. "Easements"

The use and occupancy of any lot shall be subject to the easements graphically depicted on the recorded plat of the Subdivision.

1) Utility Easements.

In addition an easement for the installation and maintenance of utilities (including, without limitation, water, sewer, telephone, electric power, etc) and drainage facilities is reserved over, across and under the portion of each lot which is within six (6) feet of any lot line, and within six (6) feet of the side lines of any drainage easement shown on the recorded plat, to the extent included within the Subdivision.

2) Use and Maintenance of Easement Areas

Except as provided in paragraph VII(B)(4)(b) hereof, no structure, planting or other material shall be placed or permitted to remain that may damage or interfere with the installation and maintenance of the utilities, change the direction or flow of drainage channels in the easements or obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority, utility company, or lotowners' association is responsible.

VIII. TRANSFER OF UNIMPROVED LOTS

A. "Developer's Right of First Refusal".

No Lot, or other Property and no interest therein, upon which a building has not been constructed (and certificate of occupancy issued therefore) shall be sold or transferred unless and until the Owner of such Lot or Property shall have first offered to sell such Lot or Property to Developer and Developer has waived, in writing, its right to purchase said Lot or Property.

1. "Notice to Developer".

Any Owner(s) intending to make a bona fide sale of his Lot or

other Property or any interest therein shall give to Developer notice of such intention, together with a fully executed copy of the proposed contract of sale (the "Proposed Contract"). Within ten (10) days of receipt of such notice and information, Developer shall either exercise, or waive exercise of, its right of first refusal. If Developer elects to exercise its right of first refusal, it shall, within fifteen (15) days after receipt of such notice and information, deliver to the Owner an agreement to purchase the Lot or Property upon the following terms:

- a.) The price to be paid, and the terms of payment, shall be that stated in the Proposed Contract;
- b.) The sale shall be closed within sixty (60) days after the delivery or making of said agreement to purchase.

If the Developer shall fail to exercise or waive exercise of its right of first refusal within the said ten (10) days of receipt of the Proposed Contract, Developer's right of first refusal shall be deemed to have been waived and Developer shall furnish a certificate of waiver as hereinafter provided.

2. "Certificate of Waiver".

OFF. REC. 1456 PG 635

If Developer shall elect to waive its right of first refusal, or shall fail to exercise said right within ten (10) days of receipt of the Proposed Contract, Developer's waiver shall be evidenced by a certificate executed by Developer in recordable form which shall be delivered to the Proposed Contract purchaser and shall be recorded in the Public Records of Lee County, Florida.

3. "Unauthorized Transactions".

Any sale of a Lot, or other Property or any interest therein, upon which a building has not been constructed (and a certificate of occupancy issued therefore), without notice to Developer and waiver of Developer's right of first refusal as aforesaid, shall be void.

4. "Exceptions".

This Article VIII shall not apply to transfer to or sale by any bank, life insurance company, federal or state savings and loan association, or real estate investment trust which acquires its title as a result of owning a mortgage upon the Lot concerned, and this shall be so whether the title is acquired by deed from the mortgagor or its successors in title or through foreclosure proceedings; nor shall this Article VIII apply to a sale by any such institution which so acquires title. Neither shall this Article VIII require the waiver by Developer as to any transfer of title to a Lot or other Property at a duly advertised public sale with open bidding which is provided by law, such as but not limited to execution

sale, foreclosure sale, judicial sale or tax sale or any Lot upon which a building has been constructed and for which certificate of occupancy has been issued therefore.

IX. GENERAL PROVISIONS

REC. 1456 PG 636

A. "Duration and Remedies for Violation".

The Covenants and Restrictions of this Declaration shall run with and bind the Property, and shall inure to the benefit of and be enforceable by the Developer, the Association or the Owner of any Lot included in the Center, their respective legal representatives, heirs, successors, and assigns, for a term ending December 31, 2030, after which time said Covenants and Restrictions shall automatically be extended for successive periods of ten (10) years unless an instrument signed by the then Owners of two-thirds (2/3) of the Lots (as identified on the Plats) included in the Center has been recorded, agreeing to change or terminate said Covenants and Restrictions in whole or in part. Violation or breach of any condition, covenant, or restriction herein contained shall give the Developer and/or Association and/or Owner(s) of Lots included in the Center (the Subdivision and Additions) in addition to all other remedies, the right to proceed at law or in equity to compel a compliance with the terms of said conditions, covenants or restrictions, and to prevent the violation or breach of any of them, and the expense of such litigation shall be borne by the then Owner or Owners of the subject property, provided such proceeding results in a finding that such Owner was in violation of said Covenants or Restrictions. Expenses of litigation shall include reasonable attorney's fees incurred by Developer and/or the Association in seeking such enforcement.

B. "Notices".

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

C. "Severability".

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

D. "Amendment".

This Declaration may be amended at any time and from time to time upon the execution and recordation of an instrument executed by the Board of Directors of the Association, provided that so long as Developer is the owner of any Lot included in the Center, or any Property affected by this Declaration, no amendment hereto, will be effective without Developer's express written joinder and consent, provided further,

that Article IV hereof may not be amended without the consent of the Owners of two-thirds (2/3rds) of the Lots included on the recorded Plats of the Subdivision included in the Center (excluding the Developer); and, provided further, that no amendment which would affect the surface water management system, including the water management portions of the common areas, may be made without prior approval of the South Florida Water Management District, or the successor governmental agency having jurisdiction over such matters.

E. "Usage".

REF 1456 PG 637

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

F. "Effective Date".

This Declaration shall become effective upon its recordation in the Public Records of Lee County, Florida.

G. "Developers Rights and Responsibilities."

The rights of the Developer as herein set forth shall be freely alienable by the Developer and may be assigned, transferred, hypothecated or otherwise disposed of. Such rights, together with the responsibilities of the Developer hereunder may be assigned to the association. The Developer shall have the right at any time to approve in writing insubstantial variances from the restrictions and requirements set forth herein, as the Developer shall, in the Developer's sole discretion, deem appropriate.

H. "Interpretation."

The acceptance of title to any lot included in the Subdivision shall constitute agreement by the Lot Owner to abide by the terms hereof. In the event of any dispute as to the precise meaning of any term contained herein, the interpretation given the same by the Developer (until the Developer loses or relinquishes the right to elect the Board of Directors of the Association and thereafter, the Board of Directors of the Association) unless wholly unreasonable, shall be final, and the principals of construction and interpretation that written documents be construed against the party preparing the same shall not be applicable.

I. "Notice."

Any written notice on demand shall be deemed to have been delivered to any Owner or Owners of Lots in the Subdivision upon depositing the same in the United States mail, certified with return receipt requested, directed to the address of the Owner or Owners last given to the Association, if any, or, if none, to that shown on the last recorded instrument conveying title in and to such property to such Owner or Owners or their subsequent lessee or assigns.

J. "Developers Liability".

The Developer, its successors or assigns, shall not be liable in

damages to anyone submitting plans for approval or to any Owners of land covered by this instrument by reason of mistake in judgment, negligence or nonfeasance of the Developer, the Association, their agents or employees, arising out of or in connection with the approval or disapproval, or failure to approve any such plans. Likewise, anyone submitting plans to the Developer for approval by submitting of such plans and any Owner by so acquiring title by foreclosure to any of the property covered hereby, agrees that he or it will not bring any action or suit to recover for any such damages against the Developer.

K. "Future Additions".

OFF REC. 1456 PG 638

The Developer hereby notifies all present and future lot owners within the Subdivision, that the Subdivision is part of an overall plan to develop other property in the immediate neighborhood and sometimes adjacent to the Subdivision into the Center. However, the Developer does not commit itself to so develop said property in any specific manner and Grantor hereby further serves notice that in the event that other light industrial property is developed that the Developer reserves the right to include such other property in the Center and in the Association, but need not do so. The Developer further serves notice on all present and future owners within the Subdivision that the Developer may add other light industrial lots to the present water, sewer, power, telephone, drainage and road systems, and also reserves the right to allow future lot owners within such other developments to use said facilities, and Developer hereby saves and reserves unto themselves any and all interest in said facilities in order to insure that lot owners within any contiguous development of said subdivision may have the use and benefit of said properties and facilities, whether such other developments are made Additions to the Center.

IN WITNESS WHEREOF, the Developer has caused these presents to be executed as required by law on this, the day and year first above written.

Brant Donalson
Brant Donalson

State of Florida)

)

County of Lee)

The foregoing Declaration of Covenants and Restrictions for BILLY CREEK COMMERCE CENTER, Unit One, was acknowledged before me this 25th day of September, 1980 by Charles C. Bundsohu, III and Brant Donalson.

Charles C. Bundsohu, III and Brant Donalson.

Donny J. Hernandez
Donny J. Hernandez
 Notary Public
 State of Florida at Large.

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
 MY COMMISSION EXPIRES DEC 9 1983
 BOUND THRU GENERAL INS UNDERWRITERS

CHARLES C. BUNDSCHU, JR., Trustee and HENRY VETTRAINO, Trustee,
and the holder of a certain mortgage encumbering the lands embraced
by these Covenants and Restrictions do acknowledge receipt of
consideration for and do hereby join in this Declaration of Covenants
and Restrictions for Billy Creek Commerce Center, Unit One.

Alice K. Bauer

Dorothy Kennedy

Alice K. Bauer

Dorothy Kennedy

Charles C. Bundschu, Jr.
Charles C. Bundschu, Jr., Trustee

Henry Vettraino
Henry Vettraino, Trustee

STATE OF FLORIDA)
COUNTY OF LEE)

The foregoing Declaration of Covenants and Restrictions for
Billy Creek Commerce Center, Unit One, was acknowledged before me this
25th day of September, 1980, by CHARLES C. BUNDSCHU, JR., Trustee.

Dorothy Kennedy
Notary Public

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES DEC 9 1983
BONDED THRU GENERAL INS UNDERWRITERS

STATE OF FLORIDA)
COUNTY OF LEE)

The foregoing Declaration of Covenants and Restrictions for
Billy Creek Commerce Center, Unit One, was acknowledged before me this
25th day of September, 1980, by HENRY VETTRAINO, Trustee.

Dorothy Kennedy
Notary Public

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES DEC 9 1983
BONDED THRU GENERAL INS UNDERWRITERS

CLERK OF COURT
SEP 29 8 45 AM '80
RECORDED
LEE COUNTY, FLORIDA
RECORD VERIFIED

AMENDMENT TO DECLARATION
OF
COVENANTS AND RESTRICTIONS

FOR

BILLY CREEK COMMERCE CENTER

Units One, Two, and Three

OR Book 1746
PGS-734,735,736

THIS AMENDMENT is effective when recorded in the Public Records of Lee County, Florida.

Recital:

1. Billy Creek Commerce Center, Units One, Two, and Three is operated as a single integrated subdivision. Unit One is platted in Plat Book 33, at Page 115 of the Public Records of Lee County, Florida; Unit Two at Plat Book 34, Page 66; and Unit Three at Plat Book 35, Page 52. All Units are subject to the Declaration of Covenants and Restrictions recorded in OR Book 1456, Page 618 (incorporated by reference for Unit Two at OR Book 1573, Page 1976; for Unit Three at OR Book 1654, Page 1658).

2. Article IX D of the Declaration provides that the Declaration may be amended by the Board of Directors of the Billy Creek Lot Owner's Association, Inc., with Developer consent, with certain exceptions not applicable to this amendment.

3. Article VII D originally provided for building set backs from side lot lines of twenty (20) feet. At the time, the zoning requirement was the same. The zoning requirement for side setbacks in the subdivision has been changed to fifteen (15) feet.

4. The undersigned individuals constitute all of the current members of the Board of Directors of Billy Creek Lot Owner's Association, Inc. The Board, acting pursuant to the Association articles has resolved to amend the Declaration as set out below.

Amendment:

5. Article VII D of the Declaration is hereby amended to provide side lot line building setbacks of fifteen (15) feet on all lots, in all units, provided that this amendment shall not effect any other article, particularly including, but not limited to, Article VII B.

6. Article VII D, is further amended by adding the following sentence at the end of the previously existing language: "Site furniture, mechanical equipment, and landscaping may be located within the setbacks, provided that ARB approval is obtained as set out in Article VI.

IN WITNESS WHEREOF, we, the Board of Directors of Billy Creek Lot Owner's Association, have executed this amendment the 11th day of September, 1964.

Attest:

By

Secretary

Chris Bundschu, Director

Gayle Bundschu, Director

Robert Doragh, Director

Corporate Seal

STATE OF FLORIDA)
COUNTY OF LEE)

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, Chris Bundschu, Gayle Bundschu, and Robert Doragh, to me well known to be the persons described in and who executed the foregoing instrument and they acknowledged before me that they executed the same freely and voluntarily for the purposes therein expressed.

WITNESS my hand and official seal at Fort Myers, County of Lee and State of Florida, this 11th day of September, 1964.

Notary Public

My Commission Expires:
NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES MAY 1, 1966
BONDED THREE GENERAL INSURANCE COMPANIES

2583609

SECOND AMENDMENT TO
DECLARATION OF COVENANTS AND RESTRICTIONS FOR
BILLY CREEK COMMERCE CENTER,
UNITS ONE, TWO, THREE, AND FOUR

THIS AMENDMENT is effective when recorded in the Public Records of Lee County, Florida.

PREMISES

A. The Declaration of Covenants and Restrictions for Billy Creek Commerce Center, Unit One, is recorded at O.R. Book 1456, Page 618, of the Public Records of Lee County, Florida, and has been incorporated by reference for Unit Two at O.R. Book 1573, Page 1978, and for Unit Three at O.R. Book 1654, Page 1658, and for Unit Four at O.R. Book 1986, Page 1846, and Amendment to Declaration of Covenants and Restrictions for Billy Creek Commerce Center, Unit One, Two and Three, at O.R. Book 1746, Page 734.

B. Billy Creek Commerce Center Units One, Two, Three, and Four are collectively referred to in this amendment as the "Subdivision".

C. Article IX.C of the Declaration states:

"This Declaration may be amended at any time and from time to time upon the execution and recordation of an instrument executed by the Board of Directors of the Association, provided that so long as Developer is the owner of any Lot included in the Center, or any Property affected by this Declaration, no amendment hereto, will be effective without Developer's express written joinder and consent; provided further, that Article IV hereof may not be amended without the consent of the Owners of two-thirds (2/3rds) of the Lots included on the recorded Plats of the Subdivision included in the Center (excluding the Developer); and, provided further, that no amendment which would affect the surface water management system, including the water management portions of the common areas, may be made without prior approval of the South Florida Water Management District, or the successor governmental agency having jurisdiction over such matters."

D. The Board of Directors of Billy Creek Lot Owners' Association (the "Board") have determined that the Declaration should be amended to clarify the operation of the Declaration with respect to certain categories of use which may be undertaken within the Subdivision. The contemplated amendment does not deal with matters requiring lot owner approval.

E. The undersigned are all of the Directors of the Board.

F. The Developers of the Subdivision have consented to the contemplated amendment.

G. The Board has determined that the Declaration shall be amended as follows:

AMENDMENT

Article VII.A is hereby amended to add a new, unnumbered paragraph, after the twelve enumerated prohibited uses, to read as follows:

"The foregoing prohibited uses shall not be construed to prohibit any of the following:

- (i) clinical research, including the testing of subjects who remain overnight for an undefined and unlimited duration of time;
- (ii) pre-clinical research operations; and
- (iii) manufacturing, packaging, and repackaging of drugs and cosmetics."

IN WITNESS WHEREOF, we, the Board of Directors of Billy Creek Lot Owners' Association have executed this amendment the ____ day of _____, 1989.

OR2043

[Signature]
Chris Bundschu, as director

[Signature]
Gayle Bundschu, as director

[Signature]
Robert Doragh, as director

ATTEST:
[Signature]
By: Gayle Bundschu, as secretary
(corp seal)

PG0132

STATE OF FLORIDA)
COUNTY OF LEE)

THE FOREGOING instrument was acknowledged before me this 6th day of JANUARY, 1989 by Chris Bundschu and Gayle Bundschu, as directors of Billy Creek Lot Owners' Association, Inc.

[Signature]
Notary Public (seal)

Commission expires:
Notary Public, State of Florida
My Commission Expires Oct. 21, 1989
Bonded by Western Surety Company

STATE OF FLORIDA)
COUNTY OF LEE)

THE FOREGOING instrument was acknowledged before me this 16th day of JANUARY, 1989 by Robert Doragh, as director of Billy Creek Lot Owners' Association, Inc.

[Signature]
Notary Public (seal)

Commission expires:
Notary Public, State of Florida
My Commission Expires Oct. 21, 1989
Bonded by Western Surety Company

CONSENT AND JOINDER TO AMENDMENT

Captain's Cove Development Company, Inc., and Gator Utilities Services, Inc., the Developers of Billy Creek Commerce Center, Units One, Two, and Three, and Billy Creek Development Company, Inc., the Developers of Billy Creek Commerce Center, Unit Four, hereby consent to and join in the foregoing Second Amendment to Declaration of Covenants and Restrictions for Billy Creek Commerce Center, Units One, Two, Three, and Four.

Witnesses to Captain's Cove:

[Signature]
[Signature]

CAPTAIN'S COVE DEVELOPMENT COMPANY, INC.

By: [Signature]
Chris Bundschu, as president

Witnesses to Gator:

W. D. N. [Signature]
[Signature]

GATOR UTILITIES SERVICE, INC.

By: [Signature]
 Robert Doragh, as president

DR2043

Witnesses to Billy Creek:

[Signature]
[Signature]

BILLY CREEK DEVELOPMENT COMPANY, INC.

By: [Signature]
 Chris Budschu, as president

PG0183

STATE OF FLORIDA)
)
 COUNTY OF LEE)

THE FOREGOING consent and joinder was acknowledged before me this 6th day of January, 1989, by Chris Budschu, as president of Captain's Cove Development Company, Inc., on behalf of the corporation.

[Signature]
 Notary Public

(seal)

Commission expires: Florida
 My Commission Expires Oct. 21, 1992
 Bonded by Western Surety Company

STATE OF FLORIDA)
)
 COUNTY OF LEE)

THE FOREGOING consent and joinder was acknowledged before me this 16th day of January, 1989, by Robert Doragh, as president of Gator Utilities Service, Inc., on behalf of the corporation.

[Signature]
 Notary Public

(seal)

Commission expires:
 Notary Public, State of Florida
 My Commission Expires Oct. 21, 1992
 Bonded by Western Surety Company

STATE OF FLORIDA)
)
 COUNTY OF LEE)

THE FOREGOING consent and joinder was acknowledged before me this 6th day of January, 1989, by Chris Budschu, as president of Billy Creek Development Company, Inc., on on behalf of the corporation.

[Signature]
 Notary Public

(seal)

Commission expires:

Notary Public, State of Florida
 My Commission Expires Oct. 21, 1992
 Bonded by Western Surety Company

2-19-50

261-133

THIRD AMENDMENT TO
DECLARATION OF COVENANTS AND RESTRICTIONS FOR
BILLY CREEK COMMERCE CENTER,
UNITS ONE, TWO, THREE, AND FOUR

THIS AMENDMENT is effective when recorded in the Public Records of Lee County, Florida.

PREMISES

A. The Declaration of Covenants and Restrictions for Billy Creek Commerce Center, Unit One, is recorded at O.R. Book 1456, Page 618, of the Public Records of Lee County, Florida, and has been incorporated by reference for Unit Two at O.R. Book 1573, Page 1978, and for Unit Three at O.R. Book 1654, Page 1658, and for Unit Four at O.R. Book 1986, Page 1846. The Declaration has been amended by Amendment recorded, at O.R. Book 1746, Page 734, and by Second Amendment recorded at O.R. Book 2043, Page 481.

B. Billy Creek Commerce Center Units One, Two, Three, and Four are collectively referred to in this amendment as the "Subdivision".

C. Article IX.D of the Declaration states:

"This Declaration may be amended at any time and from time to time upon the execution and recordation of an instrument executed by the Board of Directors of the Association, provided that so long as Developer is the owner of any Lot included in the Center, or any Property affected by this Declaration, no amendment hereto, will be effective without Developer's express written joinder and consent; provided further, that Article IV hereof may not be amended without the consent of the Owners of two-thirds (2/3rds) of the Lots included on the recorded Plats of the Subdivision included in the Center (excluding the Developer); and, provided further, that no amendment which would affect the surface water management system, including the water management portions of the common areas, may be made without prior approval of the South Florida Water Management District, or the successor governmental agency having jurisdiction over such matters."

D. The Board of Directors of Billy Creek Lot Owners Association (the "Board") have determined that the Declaration should be amended to clarify the operation of the Declaration with respect to certain categories of use which may be undertaken within the Subdivision. The contemplated amendment does not deal with matters requiring lot owner approval.

E. The undersigned are all of the Directors of the Board.

F. The Developers of the Subdivision have consented to the contemplated amendment.

G. The Board has determined that the Declaration shall be amended as follows:

AMENDMENT

Article VII.Q is hereby amended to add a new sub part (3), as follows:

(3) Use of Drainage Easements

The Association Board shall have the authority, to be exercised in its discretion, to record a consent to the construction of a parking lot or landscaping within a drainage easement. Any Owner requesting such consent shall submit a written request for consent to the Board, accompanied by the following items:

(a) Copies of engineering plans and specifications for the parking lot; or, if applicable, landscaping plans;

(b) Copies of engineering plans and specifications for a proposed drainage pipe system under the parking lot or landscaping and which, together with swales in the easement, provides adequate drainage through the drainage easement sufficient to meet all applicable requirements of local government or any drainage or water management authority;

(c) Copies of all governmental permits required to construct the proposed parking lot and drainage pipe;

(d) Such fee as the Board may require from time to time to offset costs and fees which may be incurred by the Board to hire consultants to review the materials submitted by the Owner.

If the Board determines that the proposed parking lot and accompanying drainage pipe will not adversely affect the function of the drainage easement, the Board may give a written consent to the construction of the parking lot and/or landscaping and drainage pipe within the easement. If a drainage pipe is constructed within the easement pursuant to plans approved by the Association, the Association shall be responsible for routine maintenance of the pipe. However, the Owner shall be responsible for any damage or obstruction to the drainage facilities on the Owner's lot caused by Owner's activities in the easement. The Association shall not be responsible for damage to the surface of the easement in connection with maintenance of the pipe. The Owner shall be responsible for any costs of repair to any improvements within the easement for any damages incurred in connection with maintenance of the pipe, regardless of who is responsible for the cost of maintenance.

After installation of any improvements in a drainage easement, and upon request of any Owner or Contract vendee, the Board shall provide a letter stating whether the Owner's use of the drainage easement is approved by the Board.

IN WITNESS WHEREOF, we, the Board of Directors of Billy Creek Lot Owners' Association have executed this amendment the 11 day of APRIL, 1989.

Chris Bundschu, as director

Gayle Bundschu, as director

Robert Doragh, as director

ATTEST:

By Gayle Bundschu, as secretary

(corp seal)

STATE OF FLORIDA }

COUNTY OF LEE }

THE FOREGOING instrument was acknowledged before me this 5th day of APRIL, 1989 by Chris Bundschu and Gayle Bundschu, as directors of Billy Creek Lot Owners' Association, Inc.

Notary Public

Commission expires:
Notary Public, State of Florida
My Commission Expires Oct. 21, 1989
Bonded by Western Surety Company

STATE OF FLORIDA)

COUNTY OF LEE)

THE FOREGOING instrument was acknowledged before me this 11th day of April, 1989 by Robert Doragh, as director of Billy Creek Lot Owners' Association, Inc.

Narcis D. Muller
Notary Public

Commission expires:

(seal)

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES JUNE 30, 1990

CONSENT AND JOINDER TO AMENDMENT

Captain's Cove Development Company, Inc., and Gator Utilities Services, Inc., the Developers of Billy Creek Commerce Center, Units One, Two, and Three, and Billy Creek Development Company, Inc., the Developers of Billy Creek Commerce Center, Unit Four, hereby consent to and join in the foregoing Second Amendment to Declaration of Covenants and Restrictions for Billy Creek Commerce Center, Units One, Two, Three, and Four.

Witnesses to Captain's Cove:

Chris E. Bundschu
John S. Langsdorf

CAPTAIN'S COVE DEVELOPMENT COMPANY, INC.

By: Chris Bundschu
Chris Bundschu, as president

Witnesses to Gator:

Mary A. Anderson
Narcis D. Muller

GATOR UTILITIES SERVICE, INC.

By: Robert Doragh
Robert Doragh, as president

Witnesses to Billy Creek:

Chris E. Bundschu
John S. Langsdorf

BILLY CREEK DEVELOPMENT COMPANY, INC.

By: Chris Bundschu
Chris Bundschu, as president

STATE OF FLORIDA)

COUNTY OF LEE)

THE FOREGOING consent and joinder was acknowledged before me this 2nd day of April, 1989, by Chris Bundschu, as president of Captain's Cove Development Company, Inc., on behalf of the corporation.

Chris E. Bundschu
Notary Public

Commission expires:

(seal)

Notary Public, State of Florida
My Commission Expires Oct. 21, 1989
Bonded by Western Surety Company

STATE OF FLORIDA)
COUNTY OF LEE)

THE FOREGOING consent and joinder was acknowledged before me this 14 day of April, 1989, by Robert Doragh, as president of Gator Utilities Service, Inc., on behalf of the corporation.

April D. Miller
Notary Public

Commission expires:

(seal)

NOTARY PUBLIC, STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES JUNE 30, 1990

STATE OF FLORIDA)
COUNTY OF LEE)

THE FOREGOING consent and joinder was acknowledged before me this 30 day of April, 1989, by Chris Bundschu, as president of Billy Creek Development Company, Inc., on behalf of the corporation.

Chris E. Bundschu
Notary Public

Commission expires:

(seal)

Notary Public, State of Florida
My Commission Expires Oct. 21, 1989
Bonded by Western Surety Company

THIS INSTRUMENT PREPARED BY:

TERRY V. BROUGHTON, ESQ.
PO BOX 2306
FORT MYERS, FL 33902

CHARLIE GREEN LEE
89 APR 13 AM 10:24

Jul 20 99 02:50p

Terry V. Broughton

941-275-9514

p. 2

FILE No. 363 07/16 '99 10:37 10:ATTOREYS

1 941 278 4292

PAGE

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**DECLARATION OF COVENANTS AND RESTRICTIONS
FOR
BILLY CREEK COMMERCE CENTER, UNIT FIVE**

THIS DECLARATION ("Unit Five Declaration") is made this 9th day of July, 1999, by SDC PARTNERS, INC, a Florida corporation ("Developer"), who declares that the real property which is owned by the Developer and duly platted as BILLY CREEK COMMERCE CENTER, UNIT FIVE ("Unit Five"), as the same is now recorded in Plat Book 44, Pages 23 through 27, of the Public Records of Lee County, Florida ("Unit Five Plat") is to be hereafter held, transferred, sold, conveyed and occupied subject to covenants, restrictions, easements, charges and liens hereinafter set forth:

**1. STATEMENT OF INTENTION AND INCORPORATION BY REFERENCE OF
DECLARATION OF COVENANTS AND RESTRICTIONS FOR BILLY CREEK
COMMERCE CENTER, UNITS ONE, TWO AND THREE.**

Unit Five is intended as an Addition to Billy Creek Commerce Center. Billy Creek Commerce Center is presently composed of: Unit One, as shown in Plat Book 33, Page 116; Unit Two as shown in Plat Book 34, at Page 68; Unit Three as shown in Plat Book 35, at Page 92; and Billy Creek Commerce Center Unit Four, as shown in Plat Book 42, Page 26; all in the Public Records of Lee County, Florida. Unit Five consists in part of a parcel of real property which is contiguous to the real property which is platted as Billy Creek Commerce Center, Units Two, Three and Four. Unit Five also contains a replatted lot from Unit Two. Units One, Two, Three and Four are held, transferred, sold, conveyed and occupied subject to covenants, restrictions, easements, charges and liens which are set forth in that certain declaration entitled "DECLARATION OF COVENANTS AND RESTRICTIONS FOR BILLY CREEK COMMERCE CENTER, UNIT ONE ("Unit One Declaration"), as the same is now recorded in Official Records Book 1456, beginning at Page 618, of the Public Records of Lee County, Florida. The Unit One Declaration has been incorporated by reference with respect to the Declaration of Covenants and Restrictions for Units Two, Three and Four, as shown in O.R. Book 1573, Page 1978 (Unit Two); O.R. Book 1654, Page 1638 (Unit Three); and O.R. Book 1986, Page 1846 (Unit Four). It is the intention of the Developer that Unit Five shall hereafter be held, transferred, sold, conveyed and occupied subject to covenants, restrictions, easements, charges and liens which are substantially identical to those of Units One, Two, Three and Four for the purpose of establishing uniform standards for the development quality of the light industrial, research and office park known as BILLY CREEK COMMERCE CENTER.

2. EFFECT OF THIS DECLARATION

By operation of Paragraph 1(G) (4) of the Declaration in Official Records Book 1456, Page 618, of the Public Records of Lee County, and by operation of Article III of the Articles of Incorporation of Billy Creek Lot Owners' Association, Inc., Unit Five shall become an addition to the Billy Creek Commerce Center and the Developers and owners of Unit Five shall have the same rights and obligations as the Developers and Owners of Units One, Two, Three and Four. Accordingly, to the extent that Unit Five is not already encompassed by the terms of the Unit One Declaration, Unit Five shall hereafter be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens, and other terms and provisions, identical to those recorded in Official Records Book 1456, Page 618, of the Public Records of Lee County, Florida except as expressly provided in paragraph 3, below.

083145 P60766

RECORDED IN
BOOK 1456 PAGE 766

JUL 20 99 02:51p

Terry V. Broughton

941-275-9514

P. 3

FILE No. 363 07/16 '99 10:37 10:ATTORNE

TITLE

1 941 278 4292

PAGE 2

J. With respect to Unit Five only, the application of the Unit One Declaration, Articles VII.A.7 and VII.E will not prohibit the installation and use of above ground storage tanks for the exclusive benefit of the respective lot owner. Any tank stored on the lot must not be offered for resale. Any owner who causes (not to be brought onto a lot will indemnify the Association and its members for any damage directly resulting from the owner's negligence relating to the transport or storage of fuel in the subdivision.

K. The application of Article VII.B of the Unit One Declaration, with respect to outdoor storage is Unit Five, will not impose a greater burden on the owner than is required under Sec. 34-3001 et seq. of the Lee County Land Development Code, as the Code takes effect November 1, 1999.

IN WITNESS WHEREOF, the Developer has caused these presents to be executed as required by law this, the day and year first above written.

Witness

BDC PARTNERS, a Florida corporation

Joseph George
Printed Name: CAROLE ANGEL

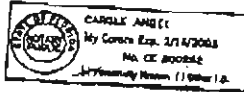
By: *[Signature]*
Kenneth R. Sullivan, as President

Printed Name: JEFF J. HENNING

STATE OF FLORIDA
COUNTY OF DEWATER

THIS FOREGOING instrument was acknowledged before me this 8 day of July, 1999, by Kenneth R. Sullivan, as President of BDC PARTNERS, a Florida corporation, on behalf of the corporation. He is personally known to me or has produced AIA as identification.

(Not)



Joseph George
Notary Public
Print Name: CAROLE ANGEL
Commission Expires: 2/14/2003

OR3145 1950767

CHARLIE GREEN, CLERK
LEE COUNTY, FL
1999 JUL 14 AM 10:59

Page 1 of 2

RECORDED 05/16/01 12:51 PM
CHARLIE GREEN CLERK OF COURT
LEE COUNTY
RECORDING FEE 10.50
DEPUTY CLERK X Cartwright

Names above the line for recording data

THIS AMENDMENT is effective when recorded in the Public Records of Lee County, Florida.

May 16, 2003

Date: 07/23/01 Time: 10:26 AM To: FL-018-2001-02217102-07231022-1 2759514

Page: 004-005

IMAGR01 : FL-01-22171-2 07/23/2001 10:22:44am

Page 2 of 2

IN WITNESS WHEREOF, we, the Board of Directors of Billy Creek Lot Owners' Association, Inc., have executed this amendment this 14th day of May, 2001.

ATTEST:

By: Cheryl Burdick
As Secretary

By: [Signature]
Cheryl Burdick, as Director

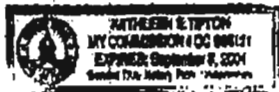
By: [Signature]
Gayle Burdick, as Director

By: Victor J. Hein
VICTOR J. HEIN, as Director

STATE OF FLORIDA)
COUNTY OF LEE)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 14th DAY OF May BY
Cheryl Burdick WHO IS PERSONALLY KNOWN TO ME OR WHO HAS PRODUCED
AS IDENTIFICATION.

[SEAL]



Kathleen E. Tipton
NOTARY PUBLIC
PRINT NAME: Kathleen E. Tipton
COMMISSION EXPIRES Sept. 8, 2004

STATE OF FLORIDA)
COUNTY OF LEE)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 14th DAY OF May BY
Gayle Burdick WHO IS PERSONALLY KNOWN TO ME OR WHO HAS PRODUCED
AS IDENTIFICATION.

[SEAL]



Kathleen E. Tipton
NOTARY PUBLIC
PRINT NAME: Kathleen E. Tipton
COMMISSION EXPIRES Sept. 8, 2004

STATE OF FLORIDA)
COUNTY OF LEE)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 15th DAY OF May BY
Victor J. Hein WHO IS PERSONALLY KNOWN TO ME OR WHO HAS PRODUCED
AS IDENTIFICATION.

[SEAL]

Kathleen E. Tipton
NOTARY PUBLIC
PRINT NAME: Kathleen E. Tipton
COMMISSION EXPIRES Sept. 8, 2004



Sunbelt Rentals
Accounts Payable
P.O. Box 410928
Charlotte, NC 28241

Reliance Bank FSB
David Mathis
14241 Metro Parkway
Fort Myers, FL 33912

Dale Mars
801 Romano Key Circle
Punta Gorda, FL 33955

Real Basil, Inc.
4348 Lost Forest Lane
Sarasota, FL 34235

The McMahon Group
c/o Grubb Ellis VIP
13131 University Drive
Ft. Myers, FL 33907

Normark PLaza Commercial Condo
1491 Oakes Blvd.
Naples, FL 34119

Teco Peoples Gas System
Attn Charles Byrd
5901 Enterprise Parkway
Fort Myers, FL 33905

Butch Ritter
Ritter Investment, LLC
5812 Enterprise Parkway
Ft. Myers, FL 33905

Allied Testing Facilities, LLC
c/o Paula McQueen
5850 Corporation Circle
Ft. Myers, FL 33905

Zehetner Imports
Peter Zehetner
1398 Tredegar Drive
Ft. Myers, FL 33919

Butch Ritter
Ritter Investment, LLC
5812 Enterprise Parkway
Fort Myers, FL 33905

Randy M. Acres
Acres & Son Plumbing, Inc.
5701 Houchin Street, Suite #1
Naples, FL 34109

Micro Control Systems, Inc.
5877 Enterprise Road
Ft. Myers, FL 33905

Ritter Investments, LLC
5812 Enterprise Parkway
Ft. Myers, FL 33905

Associated Group, LLC.
8380 Glenfinnan Circle
Ft. Myers, FL 33912

John William Gardner Trust
Karen & John Gardner
2100 NW 33rd Street
Pompano Beach, FL 33069

Sox-1-5828 Inc.
Stan Graczyński
14565 Eagle Ridge Drive
Ft. Myers, FL 33912

Sorrento Partnership, LLP
3401 Philips Highway
Jacksonville, FL 32207

John William Gardner Trust
Karen & John Gardner
2100 NW 33rd Street
Pompano Beach, FL 33069

Florida Gas Connection
Ken & Teresa Stevens
5836 Enterprise Parkway
Fort Myers, FL 33905

Currier Roofing Co, Inc.
5802 Corporation Circle
Ft. Myers, FL 33905

FRS Fabrications
Fred Schuman
5845 Enterprise Parkway
Ft. Myers, FL 33905

Sensible Closet Company
Susanne Woods
5844 Enterprise Parkway
Fort Myers, FL 33905

Clif Betts'
Heating & Cooling, Inc.
5758 Corporation Circle
Ft. Myers, FL 33905

Jack Lyons Family Limited Partnership
Patrick Lyons
8482 NW 96 Street
Medley, FL 33166

S.A. Feather Company
Ron Isserman
5852 Enterprise Parkway
Ft. Myers, FL 33905

McMahon Group, The
12424 Brantley Commons Court
Fort Myers, FL 33907

Reliance Bank FSB
David Mathis
14241 Metro Parkway
Fort Myers, FL 33912

Alexander Trust LLC
Dale H. Alexander, Trustee
1332 Homestead Road N
Lehigh Acres, FL 33933

Dennis Wolfson
Commercial Net Leased Properties
8818 Goodbys Executive Drive
Jacksonville, FL 32217-4692



Brie Consulting Group, Inc.
c/o Adrienne Rolla
441 Sawmill River Road
Yonkers, NY 10701

Jay Wade
15751 Triple Crown Court
Ft. Myers, FL 33912

Safronics
David Van der Were
5580 Enterprise Parkway
Ft. Myers, FL 33905

Mermaid Spice Company
Mike Assad
5702 Corporation Circle
Fort Myers, FL 33905

Activar, Inc.
General Manager
5765 Corporation Circle
Ft. Myers, FL 33905

Fox Electronics
Attn: Accounts Payable
5570 Enterprise Parkway
Ft. Myers, FL 33905

William Vernay Sr
4991 Higginbotham Road
Ft. Myers, FL 33905-6002

Kamal & Adonis Shehadeh
5005 Kensington High Street
Naples, FL 34105

State of Florida Department of Transporta
P.O. Box 1249
Bartow, FL 33831-1249

William Vernay
4991 Higginbotham Road
Ft. Myers, FL 33905-6002

Karon Enterprises, Inc.
Thomas Gibson
5827 Corporation Circle
Ft. Myers, FL 33905

Trustees of the Briccilosa Family Revocab
Salvatore & Sonia Circelli
11900 Fairway Lakes Drive
Fort Myers, FL 33913

William & Gloria Vernay
4991 Higginbotham Road
Ft. Myers, FL 33905-6002

Karon Enterprises, Inc.
Thomas Gibson
5827 Corporation Circle
Ft. Myers, FL 33905

Albert J. Erp TR
5500 Enterprise Parkway
Ft. Myers, FL 33905

Darius Cochran
2326 Del Prado Blvd
Cape Coral, FL 33990

Tomar Investment Trust
Joseph A. Kafka
2773 Olde Cypress Drive
Naples, FL 34119

Erp TR, Albert J.
5500 Enterprise Parkway
Fort Myers, FL 33905

Cole & Sons, J.W.
James W. Cole Jr. Trust
6500 Mt Elliott Avenue
Detroit, MI 48211

Lee County Finance 5650 Enterprise Pkwy
P.O. Box 2238
Ft. Myers, FL 33902

McMahon Group, The
12424 Brantley Commons Court
Fort Myers, FL 33907

Cole, J.W. & Sons
James W. Cole Jr.
6500 Mt Elliott Avenue
Detroit, MI 48211

Lee County 5642 Enterprise Parkway
P.O. Box 348
Fort Myers, FL 33902

Vic's Painting
Victor Heins
5420 Division Drive
Ft. Myers, FL 33905

Rogan Amalgamation
Mike & Debra Rogan
2325 Gordon Drive
Naples, FL 34102

Auto Pride Collision
J & J of Fort Myers, LLC
5626 Enterprise Parkway
Ft., Myers, FL 33905

Vic's Painting
Victor Hein
5420 Division Drive
Fort Myers, FL 33905

Cadillac Vending
Thomas DiLoreto
5739 Corporation Circle
Ft. Myers, FL 33905

BRT Holdings, LLC
Bernie Turner
210 Mooringside Drive
Naples, FL 34102

Linden Properties LLP
5450 Division Drive
Ft. Myers, FL 33905

Earl Tanner
5470-1 Division Dr.
Fort Myers, FL 33905

Robert & Mary Ann Walters
3431 Brantley Oaks Drive
Fort Myers, FL 33905

HJ Heinz Company
Real Estate Department
1 PPG PL 3100
Pittsburgh, PA 15222

McMahon Group, The
12424 Brantley Commons Court
Fort Myers, FL 33907

Fortin-Wallace-Wilkes LTD Co
5701 Division Dr.
Ft. Myers, FL 33905

Sox Development
Bob Mosher
14770 Soaring Eagle Ct
Ft. Myers, FL 33912

Division Associates
Modern Air Conditioning
Jim Glennon
5520 Division Dr.
Ft. Myers, FL 33905

Fortin Wallace Wilkes
5701 Division Drive
Fort Myers, FL 33905

LoBianco Properties
Kenneth LoBianco
12200 32nd Ct. North
St. Petersburg, FL 33716

Division Associates
Jim Glennon
5520 Division Dr.
Fort Myers, FL 33905

Casablanca 46, Inc.
5681 Division Drive
Fort Myers, FL 33905

Dale & Dianna Conway
c/o William Thompson
4620 City Center Dr.
Pt. Orange, FL 32119

Patnode Roofing
Daniel Patnode
192 Lake Club Drive
Nebo, NC 28761-7684

Larry Davis
2107 Lotus Road
Ft. Myers, FL 33905

Calvin Wible
Randall Mercer & C.B. Richard Ellis
13350 Metro Parkway, Suite 102
Ft. Myers, FL 33966

Patnode Roofing
Daniel Patnode
192 Lake Club Drive
Nebo, NC 28761-7684

Hobart Sales & Service
James Vickers
5661 Division Dr.
Ft. Myers, FL 33905

Allied Testing Facilities, LLC
5850 Corporation Circle
Ft. Myers, FL 33905

K.A. Wallace, Trustee
Ken Wallace
5610 Division Dr.
Ft. Myers, FL 33905

Castillo Properties, LLC
c/o Mark Perkins
79 Meeker Road
Basking Ridge, NJ 07920

Nevitt Holdings LLC
6454 Stonehurst Circle
Lake Worth, FL 33467

K.A. Wallace, Trustee
Ken Wallace
5610 Division Dr.
Fort Myers, FL 33905

Regions Bank
302 Knights Run Avenue Ste 1100
Tampa, FL 33602-5987

TMC Enterprises, LLC
4581 7th Avenue SW
Naples, FL 34119

Sox Properties, Inc.
Bob Mosher
14770 Soaring Eagle
Ft. Myers, FL 33912

Central Park Office Complex
4911 Linkside Drive
Punta Gorda, FL 33955

TMC Enterprises, LLC
4581 7th Avenue SW
Naples, FL 34119

Realty Development & Investment, LTD
6401 NW 74 Ave.
Miami, FL 33166

H.J. Heinz Company, LP
Real Estate Department
1 PPG PL 3100
Pittsburgh, PA 15222

Peetsa, LLC.
5010 Dockside Drive #201
Ft. Myers, FL 33919

Florida Crackers, LLC
5671 Zipp Drive
Ft. Myers, FL 33905

K&K Enterprises, Inc.
P.O. Box 6925
Ft. Myers, FL 33911-6925

Dallas National Insurance Company
14160 Dallas Parkway, Suite 500
Dallas, TX 75254

Ed Zengel
19595 N. River Rd.
Alva, FL 33920

Little Leasing Incorporated
9970 Ford Valley Lane
Zionsville, IN 46077

William M. Cousins, Jr.
6075 Pelican Bay Blvd #1403
Naples, FL 34108

Billy Creek 5641, LLC.
c/o Darol Carr
P.O. Box 511238
Punta Gorda, FL 33951-1238

MZDR, LLC
18091 Park Ridge Court
Fort Myers, FL 33908

Bc Safe International Cor
11019 Mill Creek Way #906
Fort Myers, FL 33913

Golden Eagle Properties, LLC
7 Franklin McKay Road
Attleboro, Mass 02703

S.A.M Drywall, Inc.
Larry Burns
5600 Zip Drive
Ft. Myers, FL 33905

Donald & Kathleen Chisum
17521 Frank Road
Alva, FL 33920

Eagle Ventures, LLC
19330 Durrance Road
Ft. Myers, FL 33917-5120

Dale Mars
801 Romano Key Circle
Punta Gorda, FL 33955

Moorea Group, LLC
5750 Zip Drive
Fort Myers, FL 33905

Betty J. McLaughlin, as Trustee
4454 19 St Ct E
Bradenton, FL 34203

James D. Crawford, Trustee
c/o Jennifer Winter-Stevens
26565 Miles Road, Suite 200
Cleveland, OH 44128

Kathleen & Keith Olson
370 Bayland Road
Ft. Myers Beach, FL 33931

Charles & Gladys Fields
1385 Brandywine Circle
Ft. Myers, FL 33919

James D. Crawford, Trustee
c/o Jennifer Winter-Stevens
26565 Miles Road, Suite 200
Cleveland, OH 44128

John Emerson et al
3837 Northdale Blvd.
PMB 180
Tampa, FL 33624

Central Line Properties, LLC
980 East Gulf Drive
Sanibel, FL 33957

C.E. Safes & Security Products, Inc
4100 N. Powerline Road A-1
Pompano Beach, FL 33073

Billy Creek Suncoast Prop Group, LLC
John Emerson
3837 Northdale Blvd.
PMB 180
Tampa, FL 33624

Sox Development
14565 Eagle Ridge Drive
Ft. Myers, FL 33912

Prinsbank
Michael David Randolph, Esq
P.O Box 38
Prinsburg, MN 56281

J&E Parks, Inc.
c/o James Parks
5751 Zip Drive
Ft. Myers, FL 33905

Lee County Finance 5560 Zip Dr
P.O. Box 2238
Ft. Myers, FL 33902

Cooner & Associates, Inc.
Jeff Cooner
5670 Zip Drive
Ft. Myers, FL 33905

Sean & Susan Hassett
17121 Prima Viera Circle
Cape Coral, FL 33909

ASC Real Estate Partnership
P.O. Box 3768
Lakeland, FL 33802



GOEDE / ADAMCZYK / DEBOEST / CROSS
ATTORNEYS AND PROFESSIONAL COUNSEL
INFO@GADCLAW.COM / WWW.GADCLAW.COM

February 14, 2017

Board of Directors
BILLY CREEK LOT OWNERS'
ASSOCIATION, INC.
c/o Allison Cefalu, CAM
Management Professionals, Inc.
Post Office Box 1058
Lehigh Acres, FL 33970

Re: Original Recorded Document for Bill Creek Lot Owners' Association, Inc.

Dear Board Members:

Enclosed is the original, recorded Partial Release of Access and Drainage Easement for Bill Creek Lot Owners' Association, Inc. This was recorded in the Lee County Public Records on February 14, 2017, as Instrument #2017000032065. As this is the original recorded instrument, please take care to store it with the Association's official records in a safe place.

If you have any questions, please do not hesitate to contact me.

Very truly,
GOEDE, ADAMCZYK, DEBOEST & CROSS, PLLC

Jean M. Morningstar-Drysch
Paralegal to Attorney
Richard D. DeBoest

/jmd

Enclosure as stated

This Instrument Prepared by:

Richard DeBoest II, Esq.
Goede, Adamczyk, DeBoest & Cross, PLLC
2030 McGregor Blvd.
Fort Myers, FL 33901

INSTR # 2017000032065, Pages 4
Doc Type PR, Recorded 02/14/2017 at 10:06 AM.
Linda Doggett, Lee County Clerk of Circuit Court
Rec. Fee \$35.50
Deputy Clerk J MILLER
#1

STRAP Number: 10-44-25-05-00000.1200

This Space

PARTIAL RELEASE OF ACCESS AND DRAINAGE EASEMENT

KNOW ALL MEN BY THESE PRESENTS that this Partial Release of Access and Drainage Easement ("*Partial Release*") is given this 14th day of February 2017, by Billy Creek Lot Owners' Association, Inc., a Florida Non Profit Corporation, whose mailing address is: c/o Management Professionals, Inc., P.O. Box 1058, Lehigh Acres, FL 33907 ("*Association*" or "*Grantor*" herein), to Kraft Heinz Foods Company whose mailing address is: 801 Waukegan Road, Glenview, IL 60025 ("*Grantee*" herein).

RECITALS

WHEREAS, by that certain recorded plat of Billy Creek Commerce Center Unit Four recorded Plat Book 40, Page 18, in the Public Records of Lee County, Florida, (the "*Plat/Declaration*"), a twenty five-foot (25') wide Access and Drainage Easement (the "*Easement*") was created on Lot "120" in favor of the Association and the Grantor herein; and

WHEREAS, the Association desires hereby to partially release the Easement, but only as to only the real property described in Exhibit "A" ("*Released Easement Portion*"), attached hereto and incorporated herein.

NOW THEREFORE, in consideration of the sum of One and xx/100 Dollar (\$1.00), and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Grantor and Grantee herein hereby as follows:

1. The above recitals are acknowledged by the parties to be true and correct and are incorporated herein by reference.
2. The Grantor hereby grants and conveys to the Grantee, all right, title and interest in the portion of the Easement, described as the Released Easement Portion in attached Exhibit "A."
3. The portion of the Easement described in attached Exhibit "A" is hereby released and is of no further force or effect only as to the Released Easement Portion, but as to all other property subject to the Easement pursuant to the Plat/Declaration, the Easement shall continue and remain in full force and effect and this Partial Release shall have no impact thereon.
4. This Partial Release is binding on, and will inure to the benefit of the successors and assigns of the Grantor and Grantee herein, and is intended to run with the land and, as such, will be recorded in the Public Records of Lee County, Florida.
5. The Grantor hereby covenants to and with Grantee that the Grantor is lawfully seized and possessed of said above-described Property, and the Grantor has good and lawful title thereof with the right to sell or convey interests therein.

[The remainder of this page is intentionally left blank, with the signature page to follow.]

IN WITNESS WHEREOF, the Grantor herein has caused these presents to be executed the day and year first written above.

Billy Creek Lot
Owners' Association, Inc.

Allison Cefalu
[1st witness signature]
Allison Cefalu
[Type or Print Name]

BY:

Leland Ritter
President

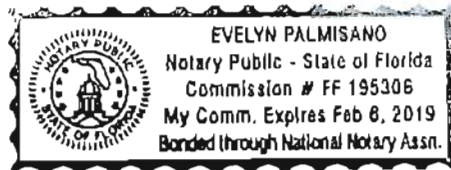
Childs Roberts
[2nd witness signature]
Childs Roberts
[Type or Print Name]

STATE OF FLORIDA
COUNTY OF Lee

The foregoing instrument was acknowledged before me this 17 day of February 2017, by Leland Ritter, President of the Billy Creek Lot Owners' Association, Inc., on behalf of the corporation. He is personally known to me or he has produced _____ as identification.

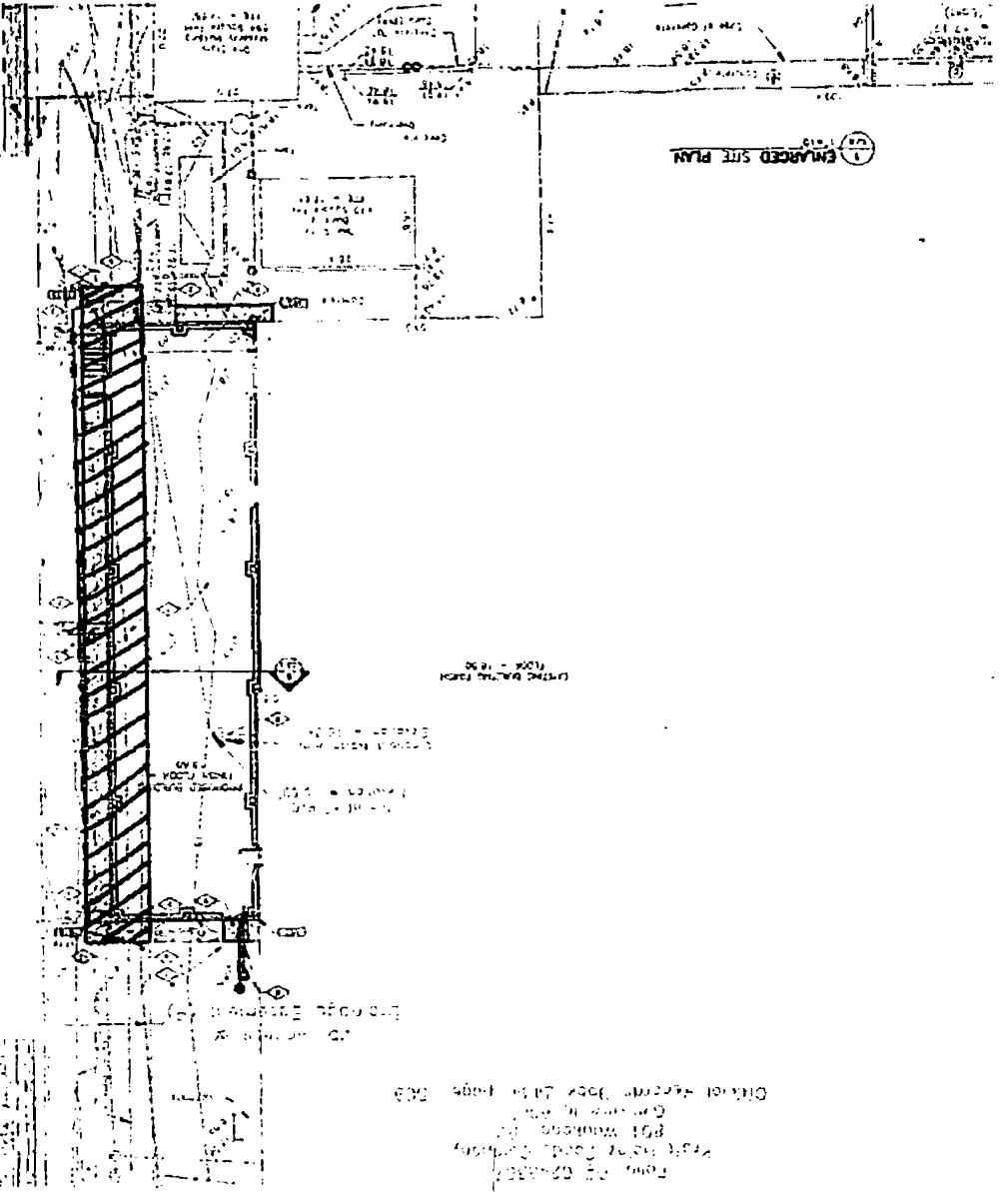
Evelyn Palmisano
Notary Public

[Affix stamp or seal]

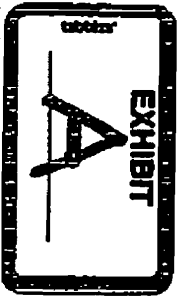
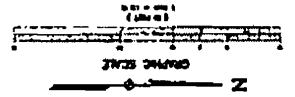


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1 ENLARGED SITE PLAN
Scale: 1" = 100'



Point of Beginning (P.O.B.)
N 28°55'15" W
6.28'



- KEY NOTES**
- 1. EXISTING LOT AREA IS 1.25 ACRES (108,900 SQ. FT.).
 - 2. EXISTING LOT AREA IS 1.25 ACRES (108,900 SQ. FT.).
 - 3. EXISTING LOT AREA IS 1.25 ACRES (108,900 SQ. FT.).
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 - 16. EXISTING LOT AREA IS 1.25 ACRES (108,900 SQ. FT.).
 - 17. EXISTING LOT AREA IS 1.25 ACRES (108,900 SQ. FT.).
 - 18. EXISTING LOT AREA IS 1.25 ACRES (108,900 SQ. FT.).
 - 19. EXISTING LOT AREA IS 1.25 ACRES (108,900 SQ. FT.).
 - 20. EXISTING LOT AREA IS 1.25 ACRES (108,900 SQ. FT.).

C21



DESIGN BY: KRAFT HEINZ
LIVE & FREEDOM RELOCATION
ENLARGED SITE PLAN

KraftHeinz

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