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Return to:
Grigsby Law, P.A.
9240 Bonita Beach Rd., Ste. 1117
Bonita Springs, FL 34135

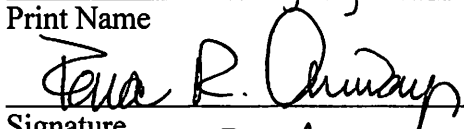
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CERTIFICATE OF AMENDMENT
[Amended and Restated Declaration of Covenants, Restrictions,
Easements, Charges and Liens for Forest Mere Townhouse Community]

THE UNDERSIGNED, being the President of Forest Mere Townhouse Community Association, Inc., a Florida corporation not-for-profit, ("Association") hereby certifies as follows: On March 22, 2017, a meeting of the members where a quorum was present after due notice, where at least seventy-five percent (75%) of the members approved the Amended and Restated Declaration of Covenants, Restrictions, Easements, Charges and Liens to Forest Mere Townhouse Community, as attached hereto.

WITNESSES:


Signature
Chanille L. Grigsby
Print Name


Signature
Rena R. Anway
Print Name

FOREST MERE TOWNHOUSE
COMMUNITY ASSOCIATION, INC.,
a Florida not-for-profit corporation

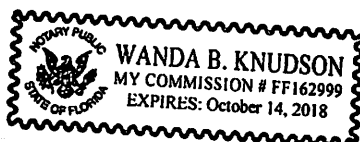
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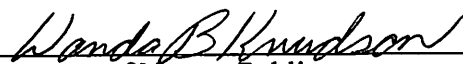
Title: Pres.

Date: 4-4-17

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me this 4th day of April, 2017 by Henrietta Moore, President of FOREST MERE TOWNHOUSE COMMUNITY ASSOCIATION INC., on behalf of the corporation. She is (☒) personally known to me or () has produced _____ as identification.




Signature of Notary Public

Prepared by and Return to:
Chanille L. Grigsby, Esq.
Grigsby Law, P.A.
9240 Bonita Beach Road, Suite 1117
Bonita Springs, Florida 34135

*THIS DOCUMENT CONTAINS SUBSTANTIAL CHANGES FROM THE
ORIGINAL DECLARATION. PLEASE CONSULT THE ORIGINAL
DOCUMENT REGARDING SUCH CHANGES*

**AMENDED AND RESTATED DECLARATION OF
COVENANTS, RESTRICTIONS, EASEMENTS, CHARGES AND LIENS FOR
FOREST MERE TOWNHOUSE COMMUNITY**

THIS AMENDED AND RESTATED DECLARATION of Covenants, Restrictions, Easements, Charges and Liens for Forest Mere Townhouse Community, is made by FOREST MERE TOWNHOUSE COMMUNITY ASSOCIATION, INC. ("Association") as of this 4th day of April, 2017.

WHEREAS, Gulf Construction Partnership ("Developer") was the developer of Forest Mere Townhouse Community, a Planned Unit Development in Lee County, Florida and imposed certain covenants, conditions, and restrictions on the lands in the Forest Mere Townhouse Community subdivision, as set forth in the Declaration of Covenants, Restrictions, Easements, Charges and Liens for Forest Mere Townhouse Community recorded on March 15, 1984 in Official Records Book 1716, Page 3274 in the Public Records of Lee County, Florida ("Original Declaration");

WHEREAS, Developer has assigned to the Association all of its right, title and interest in and to the Original Declaration; and

WHEREAS, the Association wishes to amend and restate the Original Declaration in accordance with the terms and conditions set forth below.

1. DEFINITIONS

1.1. "Assessments" mean the share of funds required for the payment of Common Expenses which from time to time is assessed against the Units and Owners including, but not limited to, General Assessments and Special Assessments as set forth in Section 6 below.

1.2. "Association" means the Forest Mere Townhouse Community Association, Inc., a Florida not-for-profit corporation, its successors and assigns.

1.3. "Board of Directors" or "Board" means the Association Board of Directors which is responsible for the administration of the Association. It shall also refer to a designee of the Board of Directors, such as a committee or the property manager, if and to the extent such delegation is set forth in this Declaration.

1.4. "Committee" means a group of Board Members, Owners, or Board Members and/or Owners and/or other person appointed by the Board to make reports or recommendations to the Board, to take action on behalf of the Board, or to take such actions as the resolution creating the Committee, or the Directors of the Board, may dictate.

1.5. "Common Area" means those areas of land in the Forest Mere Townhouse Community and improvements thereto, or which are otherwise dedicated, conveyed, leased or for which a license is granted to the Association and which are intended to be devoted to the common use and enjoyment of all or a portion of the Members of the Association.

1.6. "Common Expenses" means all expenses properly incurred by the Association in the performance of its duties, including expenses incurred by the Association in connection with its maintenance, operation and other services required or authorized to be performed by the Association, all as may be found to be reasonably necessary by the Board pursuant to the Governing Documents.

1.7. "Common Surplus" means the amounts of all receipts or revenues, including Assessments, rents, and profits, collected by the Association which exceeds the Common Expenses.

1.8. "Governing Documents" means this Declaration and the Articles of Incorporation, Bylaws, Rules and Regulations of the Association and all Board adopted and published policies of the Association as amended from time to time.

1.9. "Guest" means any person who is not the Owner or a Tenant or a member of the Owner's or Tenant's Family, who is physically present in or occupies a Unit on a temporary basis at the expressed or implied invitation of the Owner or other legally permitted Occupant, without the payment of consideration. The Board may adopt rules and regulations pertaining to the number, length of stay and other matters pertaining to Guests.

1.10. "Invitee" or "Licensee" means a person or persons expressly or impliedly allowed entry onto the Property for the purpose of conducting business with an Owner or Occupant, or otherwise entering the Property on a temporary basis at the expressed or implied consent of the Owner or Occupant, including but not limited to contractors, workmen, delivery persons, domestic assistants and health care assistants. A Guest is an Invitee.

1.11. "Lease" means the grant by an Owner of a temporary right of use of the Owner's Unit for rent or other valuable consideration; it also means the document which evidences such grant.

1.12. "Members" means Owners who are entitled to membership in the Association, as such interests are set forth in Sections 3 and 5.

1.13. "Owner" means a record title owner, whether one or more persons or entities, of any Unit in the Association; provided, however, solely for the purpose of interpreting the restrictions on the use and occupancy of Units, in cases where because of the form of Unit ownership, a Primary Occupant has been designated for a Unit, pursuant to Section 10.1 below, the word "Owner" refers to the Primary Occupant and not the record owner.

1.14. "Primary Occupant" shall mean the natural person approved for occupancy when title to the Unit is held in the name of a trustee, corporation, partnership or other entity which is not a natural person as further described in Section 10.1 below.

1.15. "Property" or "Association Property" shall mean and include all that certain real property located in Lee County, Florida, more particularly described in Section 2, below.

1.16. "Unit" means the zero lot line townhouse unit situated on the Properties.

1.17. "Rules and Regulations" means those rules and regulations created and amended from time to time by the Board of Directors.

1.18. "Tenants" means any persons who are granted by an Owner a temporary right for the use of the Owner's Unit for rent or other valuable consideration and all other persons occupying the Unit with the consent of such tenants.

1.19. "Voting Interest" means the arrangement established in the Governing Documents by which the Owners of each Unit collectively are entitled to one vote in Association matters. There are forty (40) Units, so the total number of Voting Interests in this Association is forty (40).

2. PROPERTY SUBJECT TO THIS DECLARATION. The real property which is, and shall be, held, transferred, sold, conveyed, and occupied subject to this Declaration is located in the County of Lee, State of Florida, and is more particularly described in Exhibit A attached hereto, and by reference, made a part hereof.

3. MEMBERSHIP AND VOTING RIGHTS

3.1. Members.

3.1.1. Generally. Every Owner, so long as they are Owners, shall be members of the Association. Membership shall be appurtenant to and may not be separated from ownership of a Unit which is subject to Assessment by the Association. If an Owner of a Unit is not a natural person, the entity shall designate a natural person who shall be the Primary Occupant as defined in 10.1 below, and such natural person shall exercise that Unit's membership rights.

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

3.1.3. Termination of Membership. The termination of membership in the Association does not relieve or release any former Owner from liability or obligation incurred under or in any way connected with the Association during the period of his membership, nor

does it impair any rights or remedies the Association may have against any former Owner arising out of or in any way connected with such ownership and membership and the covenants and obligations incident thereto.

3.2. Voting Rights. The Association shall have one class of voting membership. Members shall be entitled to one (1) vote for each Unit owned by them. The total votes shall not exceed the total number of Units. The vote of a Member shall not be divisible. If a Unit is owned by one natural person, his right to vote shall be established by the record title to the Unit. If a Unit is owned jointly by two or more natural persons, that Unit's vote may be cast by any Member present at the meeting at which the vote is taken. If two or more owners of a Unit are present and cannot agree among themselves how their one vote shall be cast, that vote shall not be counted for any purpose. If a Member is not a natural person, the vote of that Unit shall be cast by the Unit's designated representative. A majority of votes cast in person or by proxy shall be sufficient for action except where provided otherwise in the Governing Documents. No voting interest or consent right allocated to a Unit owned by the Association shall be exercised or considered for any purpose, whether for a quorum, an election, or otherwise.

4. ASSOCIATION'S RIGHTS AND OBLIGATIONS

4.1. General Rights and Obligations. The powers and duties of the Association include those set forth in the Governing Documents and applicable law. The Association may institute, maintain, settle, or appeal actions or hearings in its name on behalf of all Owners concerning matters of common interest to the Owners including, but not limited to, the Common Areas; roof or structural components of a building or other improvements for which the Association is responsible, if any; mechanical, electrical, or plumbing elements serving an improvement or building for which the Association is responsible; and protesting ad valorem taxes on the Common Areas. The Association may defend actions in eminent domain or bring inverse condemnation actions.

4.2. Common Areas.

4.2.1. The Association may, in its sole discretion, set aside, grant a license, or other use right to real property within or without the Association Property for such purposes as may be expressed in the instrument of conveyance, lease or grant of license or use.

4.2.2. The Association has the right to regulate and control the external design and appearance of Common Areas in such a manner as to promote a quality environment which will preserve the value of the Member's Units and to foster the attractiveness and functional utility of the Association Property as a place to live.

4.2.3. Use of the Common Areas shall be subject to the prior written approval of the Association under its Rules and Regulations.

4.2.4. The Association shall have the right to charge reasonable fees for any special use of the Common Areas.

4.2.5. Any real property conveyed, leased or used by any third party to the Association as Common Area is not and shall not be deemed dedicated for use by the general public but is, and shall be, deemed restricted for the common use and enjoyment of Members, their Guests and tenants.

4.3. Enforcement and Inaction.

4.3.1. The Association shall have the right to enforce the covenants, conditions, restrictions and other provisions imposed by this Declaration by any proceeding at law or in equity against any person violating or attempting to violate such provision, to restrain any violation or attempted violation of such provisions, to require performance of such provisions, to recover damages for violations of such provisions, to levy against the land to enforce any lien created by this Declaration, and to delegate or assign either exclusively or nonexclusively any or all of its rights, powers, duties or privileges hereunder to the Association, Owner, or other person. Failure of the Association to enforce any of such provisions of this Declaration shall in no event be deemed a waiver of its right to do so thereafter.

4.3.2. The costs and reasonable attorney's fees, including those resulting from any appellate proceedings, incurred by the Association in any action against an Owner, his family, tenants, Guests or Invitees to enforce any provisions of this Declaration shall be a personal obligation of such Owner which shall be paid by the Owner and any amount which remains due and unpaid shall be a continuing lien upon Owner's Unit collectable in the manner provided in Section 6.

4.4. Maintenance, Repair and Replacement of Common Areas. The Association shall be responsible for maintenance, repair, and replacement of the Common Areas including, without limitation, the following:

4.4.1. Systems and facilities which shall be operated and maintained for the benefit of the Units;

4.4.2. Surface water and storm water management systems; and

4.4.3. Common Areas or other areas conveyed, dedicated, or leased to or used by the Association, including any improvements on such Common Areas.

4.5. Management of Common Areas. The Association shall have the right and obligation to manage the Common Areas, including, without limitation the following:

4.5.1. Establish rules and regulations governing the use of Common Areas;

4.5.2. Charge fees or Assessments for the use of the Common Areas;

4.5.3. Suspend a Member's right to vote and use the Common Areas, for any period during which Assessments against a Unit or any obligation of the Member remains unpaid, and for a reasonable period during or after any infraction of the Association's Governing Documents;

4.5.4. Dedicate or transfer all or any part of the Common Areas to any governmental agency, public authority or utility;

4.5.5. Borrow money for the purpose of improving the Common Areas and in aid thereof to mortgage the same;

4.5.6. Take such steps as are reasonably necessary to protect Association property and Common Areas against foreclosure; and

4.5.7. Enforce the provisions of this Declaration, or any other applicable recorded instrument adopted by the Association, including the Articles of Incorporation and Bylaws of the Association, and any rules and regulations governing use and enjoyment of the Association property and Common Areas adopted by the Association.

4.6. Roof Maintenance, Repair and Replacement. Notwithstanding the Owner obligations set forth in Section 5 below, the Association has the authority, in the sole discretion of the Board, to maintain, repair or replace the roofs on the Units, if such becomes necessary, in which case the cost thereof shall constitute a Common Expense.

4.7. Painting. The Association shall be responsible for painting the exterior of the Units, the cost of which shall be a Common Expense. No Owner shall in any way deface or change the color of the exterior of the Units. Notwithstanding the foregoing, normal maintenance and repair of the exterior of the Units shall be the responsibility of the Owner.

4.8. Insurance. The Board of Directors shall obtain and keep in force the insurance coverage which it is required to carry as described below and as required by law from time to time, and may obtain and keep in force any or all additional insurance coverage as it deems necessary or appropriate. The insurance may be subject to reasonable and customary deductibles. To the extent permitted by law, the Association may self-insure.

4.8.1. General Coverage. The Association shall maintain adequate insurance covering the buildings and other improvements on the Common Areas and all other property that the Association is required by law to insure, in such amounts and with such deductibles as determined from time-to-time by the Board of Directors in the exercise of its good business judgment. Such insurance shall afford at least the following protection:

4.8.1.1. Property. Loss or damage caused by fire, extended coverage (including windstorm), vandalism and malicious mischief, and other hazards covered by what is commonly known as an "All Risk" property contract.

4.8.1.2. Liability. Premises and operations liability for bodily injury and property damage in such limits and protection and with such coverage as are determined by the Board of Directors, with cross liability endorsement to cover liabilities of the Owners as a group to an Owner.

4.8.1.3. Automobile. Automobile liability for bodily injury and property damage for all owned and non-owned motor vehicles, in such limits of protection and with such coverage as may be determined by the Board of Directors.

4.8.1.4. Officers and Directors Liability Insurance. Officers' and directors' liability insurance in such limits of protection and with such coverage as may be determined by the Board of Directors.

4.8.2. Optional Coverage. The Association may purchase and carry other insurance coverage as the Board of Directors may determine to be in the best interest of the Association and Owners. Some of the more common options include:

4.8.2.1. Worker's Compensation insurance (if required by law); and

4.8.2.2. Broad Form Comprehensive General Liability Endorsement;

5. MEMBERS' RIGHTS AND OBLIGATIONS

5.1. Right to Use Common Areas. All Members shall have the right to enjoy and use easement to the Common Areas intended for their use and enjoyment, which right shall be appurtenant to and pass with the title to every Unit, subject to the rights of the Association under its Governing Documents, including but not limited to the rights contained in Section 4.2 above.

5.2. Delegation of Right.

5.2.1. Unless prohibited or suspended under the Governing Documents, a Member may delegate his right of use and easement to Common Areas to his family, tenants who reside at the Member's Unit, Guests, and Invitees.

5.2.2. Each Member shall be responsible for the actions of any person to whom the Member has delegated his right of use to the Common Areas. Any unpaid charge against such person shall be charged against such Member personally and be assessed against such Member's Unit. Any infraction of the Association's Governing Documents by such person shall be deemed to be an infraction by such Member.

5.3. Waiver of Use. No Owner may exempt himself or herself from personal liability for Assessments duly levied by the Association, or release the Unit owned by him or her from any liens or charges thereof, by waiver of the use and enjoyment of the Common Areas.

5.4. Easements. The following easements are hereby granted and/or reserved over, across and through the Association Property:

5.4.1. Easements for installation and maintenance of utilities;

5.4.2. An easement to each mortgagee for the purpose of access to the Unit subject to its mortgage;

5.4.3. Easements are hereby reserved throughout the Common Areas including, without limitation, the streets, by the Association for its use and the use of its agents, employees, licensees and invitees.

5.5. Restriction on Owner Easements. No Owner shall grant an easement upon any portion of the Association Property to any person or entity, without the prior written consent of the Association.

5.6. Party Walls. Each wall which is built as a part of the original construction of the Units, and placed on the dividing line between Units shall constitute a party wall, and to the extent not inconsistent with the provisions herein, the general rules of law regarding party walls and liability for property damage due to negligence or willful acts or omissions shall apply thereto, and the Association is in no way obligated to maintain, repair, or replace any portion of a party wall that is damaged for any reason.

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

5.6.2. If a party wall is destroyed or damaged by fire or other casualty, any Owner who has use of the wall may restore it, and the adjoining Owners making use of the wall shall be obligated to contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such Owners to call for larger contributions from the other under any cause of action regarding liability for negligence or willful acts or omissions.

5.6.3. Notwithstanding any other provision contained in this Declaration, an Owner who, by his negligent or willful act causes the party wall to be exposed to the elements shall bear the entire cost of furnishing the necessary protection against the elements.

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

5.6.5. In the event of any dispute arising concerning a party wall, or under the provisions of this Section, the Association has no obligation to commence repair of the wall. The parties shall be obligated to settle the dispute amongst themselves.

5.7. Roof Maintenance, Repair and Replacement. Roof maintenance, repair and replacement is the responsibility of the Unit Owner. Normal maintenance of the roofs of the Units such as cleaning, recoating or repainting, shall be done uniformly and at the same time for the entire

roof of the building upon agreement of the Owners. The expense of such maintenance shall be borne proportionately by the Owners. The proration shall be determined by the ratio of square footage of each Unit's roof of the total of the entire roof area of the building. In the event of damage or destruction which is confined to the roof area wholly within the dimensions of one Unit, the repair or replacement shall be at the expense of the said Unit Owner. If the damage or destruction of adjacent roof area is caused by the negligence or willful misconduct of any Owner, such negligent Owner shall bear the entire cost of repair or replacement. If any Owner shall neglect or refuse to pay his share, or all of such cost in case of negligence or willful misconduct, the Association or any other affected Owner may have such roof repaired or replaced and shall be entitled to a lien on the Unit for the amount of such defaulting owner's share of the repair or replacement cost.

5.8. Alterations to Exterior of Units. No Owner or resident shall alter, modify or change the exterior of any Unit. In addition, no improvements may be made or placed upon the exterior of any Unit or on any of the Common Areas without prior Board approval pursuant to Section 8 below. Consent of the Board may be denied on purely aesthetic grounds.

5.9. Insurance. Owners are responsible for insuring the contents of his or her Unit including all fixtures and personal property contained therein and all alterations, additions and improvements made thereto. Each Owner is expected to carry adequate homeowner's insurance, with endorsements for flood, leakage, seepage and wind-driven rain, additions and alterations, and loss assessment protection, and recognizes that he or she bears financial responsibility for any damage to his or her property, or liability to others, that might otherwise be covered by insurance. The Association may, without obligation, request any or all Owners for proof of insurance from time to time.

6. ASSESSMENTS AND OTHER CHARGES

6.1. Assessments Established. Each Owner of a Unit, by acceptance of a deed to such Unit, whether or not it is so expressed in such deed, is deemed to covenant to pay to the Association (as may be applicable):

6.1.1. General Assessments, as defined in 6.2 below;

6.1.2. Special Assessments, as defined in 6.3 below;

6.1.3. Specific Assessments against any particular Unit that are established pursuant to any provision of this Declaration as provided in 6.4 below;

All of the assessments and charges described above ("collectively "Assessments"), together with interest at the maximum rate permitted by law, late fees, and all costs and expenses of collection, including reasonable attorneys' fees, are a continuing charge on the land secured by lien upon the Unit against which each Assessment is made. Each Assessment, together with interest, late fees, and all costs and expenses of collection, including reasonable attorneys' fees, also is the personal obligation of the person or persons who was or were the Owner(s) of such Unit when such Assessment fell due. Subject to the provisions of the Governing Documents or Florida law protecting first mortgagees, the personal obligation for delinquent Assessments shall pass to the successors-in-title of such Owner.

6.2. General Assessment. The general assessments levied by the Association must be used exclusively to promote the common good and welfare of the Owners and residents of the Association Property, to operate and manage the Association Property, and to perform such duties as may be required by the Governing Documents. The Association may levy an annual general assessment ("General Assessment") to provide and be used for the operation, management and all other general activities and expenses of the Association. General Assessments based upon each Member's share of the budget shall be paid in quarterly installments, due in advance on the first day of January, April, July and October of each year. Written notice of each quarterly installment shall be given to all Members at least fifteen (15) days prior to the due date. Failure to give or receive the notice does not excuse the obligation to make timely payment. If an annual budget has not been adopted at the time a quarterly installment is due it shall be presumed that the amount of such installment is the same as the quarterly installment for the preceding year and quarterly payments shall be continued at such rate until a budget is adopted and pro rata assessments are calculated, at which time any overage or shortage shall be added or subtracted from each Unit's next due quarterly installment.

6.3. Special Assessments. In addition to Annual Assessment, to the fullest extent permitted by law, as amended from time-to-time, the Association may levy in any fiscal year a special assessment ("Special Assessment") applicable to that year only for the purpose of defraying, in whole or in part, known expenses which exceeded, or when mature will exceed, the budget prepared and on which the General Assessment was based.

6.4. Specific Assessments. In addition to the General Assessments and Special Assessments, to the fullest extent permitted by law, as amended from time-to-time, the Association may levy a specific assessment as to any and all accrued liquidated indebtedness of any Owner to the Association arising under any provision of the Governing Documents and also may be assessed by the Association against such Owner's Unit after such Owner has failed to pay the indebtedness when due and such non-payment continues for 30 days after written notice.

6.5. Commencement of Assessments. The obligation of each Owner for Assessments shall commence upon the Owner's acquisition of a title interest in and to a Unit.

6.6. Uniformity of Assessments. Except as otherwise expressly provided in the Governing Documents, any General Assessment, or Special Assessment must be uniform for each Unit throughout the Association Property.

6.7. Lien for Assessment. All General, Special and Specific Assessments assessed against any Unit, together with interest at the maximum rate allowed by law and all costs and expenses of collection, including reasonable attorneys' fees, are secured by a lien on such Unit in favor of the Association. The Association from time to time may record a Claim of Lien for the purpose of further evidencing the lien established by this Section, but neither the recording of, nor failure to record, any such notice of lien will affect the existence or priority of the Association's lien.

6.8. Remedies for Delinquency. Any Assessment not paid within thirty (30) days after its due date bears interest at the highest rate permitted by law or such other rate as may be from time to time determined by the Board; provided, however, that such rate shall not exceed the maximum rate

allowed by law not constituting usury. The Association, through its Board, shall have, but not be limited to, the following remedies:

6.8.1. Acceleration. To accelerate the entire amount of any Assessments or charges for the remainder of the calendar year, notwithstanding any provisions for the payment thereof in installments.

6.8.2. Advance Funds. To advance on behalf of said Owner funds to accomplish the needs of the Association. The amount or amounts of money so advanced, including attorney's fees and expenses which have been reasonably incurred because of or in connection with such advance, including costs and expenses of the Association if it must borrow to pay expenses because of said Owner, together with interest at the highest rate allowable by law, may thereupon be collected or enforced by the Association and such advance or loan by the Association shall not waive the default.

6.8.3. Foreclosure. To file an action in equity to foreclose its lien at any time after the effective date thereof. The lien may be foreclosed by an action in the name of the Association in a like manner as the foreclosure of a mortgage on real property or as otherwise provided by law. In any such foreclosure, the Owner is required to pay all interest, costs and expenses of collection and foreclosure, including reasonable attorneys' fees. All such interest, costs and expenses are secured by the lien foreclosed. The Owner also is required to pay to the Association any Assessments against the Unit that become due during the period of foreclosure, which Assessments also are secured by the lien foreclosed and accounted on a pro rata basis and paid as of the date the Owner's title is divested by foreclosure. The Association has the right and power to bid at the foreclosure or other legal sale to acquire the Unit foreclosed, or to acquire such Unit by deed or other proceeding in lieu of foreclosure, and thereafter to hold, convey, lease, rent, encumber, use, and otherwise deal with such Unit as its Owner for purposes of resale only. If any foreclosure sale results in a deficiency, the court having jurisdiction over the foreclosure may enter a personal judgment against the Owner(s) for such deficiency.

6.8.4. Money Damages. To file an action at law to collect said Assessments or charges, plus late fees, interest at the highest rate allowable by law plus all expenses and costs of collection without waiving any lien rights and/or rights of foreclosure by the Association.

6.8.5. Suspension. To suspend Common Area use rights, voting rights and the right to serve on the Board as provided by law.

6.9. Attachment of Rental Income When Unit is Delinquent. Notwithstanding any other remedy available to the Association under the Governing Documents, or applicable law, the Association shall have the following options when payment of Assessments or other charges are more than 30 days in arrears. The Association may, without order of the Court, direct rental income (by written notice to the Tenant with a copy to the Owner) from a Unit in default to be paid directly to the Association until all outstanding Assessments, charges, interest, late fees, costs, collection expenses, attorney's fees and receiver's fees, if applicable, are satisfied. As an alternative, the Association may

apply to a Court of competent jurisdiction, either in connection with a foreclosure suit, a money damage suit, or otherwise, to have rental proceeds paid on account of a Unit in default paid directly to the Association, the court registry, or a receiver, as the Court may direct. The Association may choose any of these course of action as the Board deems appropriate without the same constituting a waiver or election of remedies.

6.10. Application of Payments. Payments received after the due date established by the Board shall be applied first to interest, late fees, costs and attorney fees and then to the principal owed regardless of any restrictive endorsement included with the payment.

6.11. No Waiver. No Owner may waive or otherwise escape liability for the payments provided for herein by nonuse or abandonment of a Unit.

6.12. Priority of Lien and Extinguishment of the Lien. The lien herein created is effective from and shall relate back to the date on which the original declaration was recorded. However, as to first mortgagees of record, the lien is effective from and after recording of a claim of lien in the Public Records of Lee County and is limited by the rights of a first mortgagee as set forth in Section 6.13 below

6.13. Mortgage Foreclosure. If the mortgagee of a first mortgage of record acquires title to a Unit as a result of foreclosure of the mortgage, or by a deed given in lieu of foreclosure, the liability of the mortgagee for the share of Common Expenses or Assessments attributable to the Unit, or chargeable to the former owner of the Unit, which came due prior to the mortgagee's acquisition of title shall be governed by Chapter 720, Florida Statutes, as amended from time to time. Any unpaid share of Common Expenses for which such acquirer is exempt from liability becomes a common expense collectible from all Owners, including the acquirer and his successors and assigns. Any such sale or transfer pursuant to a foreclosure shall not relieve the acquirer or transferee of a Unit from liability for, nor the Unit from the lien of, any Assessments arising thereafter.

6.14. Certificate of Unpaid Assessments or Charges. Any Owner has the right to require from the Association a certificate showing the amount of unpaid Assessments or charges against the Unit. The Association, its agents, and counsel shall be entitled to charge a fee for preparing such information, in amounts established by the Board, or in a management agreement between the Association and its management firm, or based on reasonable and customary fees charged by legal counsel.

7. USE RESTRICTIONS. The following use restrictions shall apply to all of the Units within the Association Property. In addition to the following Use Restrictions, property and Unit usage shall conform to all County Ordinances, State Statutes and Federal Laws that may be amended from time to time. Furthermore, Owners must comply with any and all Rules and Regulations adopted by the Board of Directors.

7.1. Residential Single-Family Use. Each Unit shall be occupied by only one family and its Guests at any time, as a residence and for no other purpose. No time-sharing, business or commercial activity shall be conducted in or from any Unit. No person may publicly advertise the address of a Unit

as the address of any business. The use of a Unit as a public lodging establishment shall be deemed a business or commercial use. This section shall not be construed to prohibit any occupant of a Unit from maintaining a personal or professional library, from keeping his personal, business or professional records in his Unit, or from handling his personal, business or professional telephone calls, written correspondence, or other communications in and from his Unit. Such uses are expressly declared customarily incident to residential use. This section is, however, intended to prohibit commercial or business activity by a Unit which would noticeably change the residential ambiance of the community, or make it obvious that a business is being conducted such as by regular or frequent traffic in and out of the community by persons making deliveries or pick-ups, or by employees and business associates, customers, or clients.

7.2. Guests. Overnight Guests may occupy a Unit when the Owner or Primary Occupant is present. However, in the absence of the Primary Occupant, the occupancy of any overnight Guests in a Unit may be subject to Rules and Regulations.

7.3. Nuisances. Nothing shall be done which may be or may become an annoyance or nuisance to any person. No obnoxious, unpleasant or offensive activity shall be carried on, nor shall anything be done, which can be reasonably construed to constitute a nuisance, public or private in nature. Any question with regard to the interpretation of this section shall be decided by the Association whose decision shall be final. The use of each Unit and the Common Areas shall be consistent with existing laws and the Governing Documents, and residents shall at all time conduct themselves in a peaceful and orderly manner. No unlawful, disorderly or offensive activity shall be carried on upon any Unit, nor shall any Owner permit or condone any activity that is, or may reasonably become, a source of annoyance or nuisance to other residents.

7.4. Use of Common Areas. Common Areas shall not be obstructed, littered, defaced or misused in any manner. No articles belonging to Owners shall be kept thereon.

7.5. Signs. No person may post or display any signs anywhere on the Association Property, including without limitation "For Sale", "For Rent", "Open House" or other similar signs. The Association may adopt additional Rules and Regulations pertaining to this section.

7.6. Appearance; Refuse Disposal. Each Owner shall keep his Unit free of trash, debris and other unsightly objects, and shall maintain his Unit in neat, clean and attractive condition at all times. Personal property shall not be left on the lawns or landscaped areas outside the Unit without the prior written consent of the Board of Directors which consent may be withheld, at its discretion, on the basis of aesthetics or other reasons. Trash, garbage or other waste must be kept in appropriate containers suitably screened from view from the street and adjacent Units. Containers left at the curbside for more than twenty-four (24) hours prior to or after pickup shall be in direct violation of this rule. After completion of any project, all building materials must be removed from the Unit.

7.7. Maintenance of Units. The Owner of any Unit is obligated to maintain such Unit in a first class manner at all times. In the event any Owner fails to do so, the Association may, in its sole discretion and without legal obligation, enter upon and maintain such Unit. The maintenance shall include, without limitation, the cutting and removal of tall grass, undergrowth, weeds and rubbish

therefrom. It may also do any other things necessary to keep the Unit in reasonable order. The Association shall give the Owner not less than seven (7) days prior written notice of its intent to take any such action not taken by the Owner. The notice shall reasonably specify the proposed action. The Association shall charge the expense of such maintenance to the Owner of the Unit as a Specific Assessment. The charge shall include the Association's attorney fees and other costs in connection with the collection, lien and foreclosure.

7.8. Exterior Maintenance. Owners shall provide exterior maintenance upon each of their Units which is subject to Assessment under Section 6, as follows: repair, replacement and care of roofs, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks, and other exterior improvements. Household appliances, fixtures, and furniture manufactured and intended for interior use are not appropriate lawn ornaments and are prohibited from placement or storage on any part of the lawn or the Unit's exterior. Patio or other outdoor furniture, which is manufactured and intended for outdoor use, shall be permitted. In the event an Owner fails to provide exterior maintenance to their Unit after notice to the Owner specifying such failure, the Association may enter upon the Unit and perform such maintenance at the cost and expense of the Owner and such entry upon the Unit shall not be considered a trespass. The cost of the Association's maintenance in this regard shall be considered a continuing lien upon the Unit that may be foreclosed upon in the same manner as delinquent assessments.

7.9. Antennas, Radio Equipment and Flagpoles. No outside television, radio, or other electronic towers, aerials, antennae, satellite dishes or devise of any type for the reception or transmission of radio or television broadcasts or other means of communication shall hereafter be erected, constructed, placed or permitted to remain on any Unit or upon any improvements thereon, unless expressly approved in writing by the Board, except that this prohibition shall not apply to those antennae specifically covered by 47 C.F.R., Part 1, subpart S, Section 1.4000, as amended and promulgated under the Federal Telecommunications Act of 1996, as amended from time to time. The Association shall be empowered to adopt rules governing the types of antennae, restrictions relating to safety, location and maintenance of antennae. The Association may adopt and enforce reasonable rules limiting installation of permissible dishes or antennae to locations, not visible from the outside or neighboring Units, and integrated with the Units and surrounding landscape, to the extent that reception of an acceptable signal would not be unlawfully impaired by such rules. Antennas shall be installed in compliance with all federal, state and local laws and regulations, including zoning, land-use and building regulations. A flagpole, for display of the American Flag only, may be permitted if its design and location are first approved by the Board. An approved flagpole shall not be used to mount antennae. It is the intent of this Section to protect residents from unreasonable interference with television reception, electronic devices, and the operation of home appliances which is sometimes caused by ham radios, CB base stations or other high-powered broadcasting equipment. Nothing in this Section shall prevent the use of a television or radio on the lanai of a Unit subject to any noise or nuisance covenants or Rules of the Association.

7.10. Parking. No vehicle shall be parked within the Association Property except in a designated parking area. Unless approved in writing by the Board or as otherwise permitted in the rules and regulations, no parking of any vehicle is permitted on the streets, sidewalks, grass or other Common Areas of the Association Property. Boats, trailers of any kind, campers, mobile homes, motor

homes, buses, truck campers, recreational vehicles, and the like, and any vehicle without current registration or not in operable condition, may not be parked, stored or kept within the Association Property. For purposes of this paragraph, "kept" shall mean present for any period of twelve (12) consecutive hours or overnight, whichever is shorter. Commercial vehicles of all kind (other than those temporarily present on service business), may not be parked on the Common Areas for more than four (4) hours per day, unless such vehicle is necessary in the actual construction or repair of a structure or for grounds maintenance or maintenance of public utilities. The parking of 2-axle, non-commercial pickup trucks and vans is permitted for vehicles that meet all of the following requirements:

- A. The vehicle bears no exterior signage.
- B. The vehicle, if a van, must have windows on all side panels and seating capacity throughout.
- C. No tools, ladders, pipes, equipment, merchandise, racks, material or supplies are regularly kept or stored in the vehicle where visible to others.
- D. The vehicle may not be used as a domicile or residence, either permanent or temporary, while on the Association Property.

7.11. Pets. An occupant of a Unit may keep up to two (2) domesticated pets. However, no animals, wildlife, livestock, reptiles or poultry of any kind shall be raised, harbored, bred or kept on any portion of the Association Property. Any owner who keeps a pet, or permits a pet to be kept in his Unit is fully liable for all damage or injury to persons or property caused by the pet. The ability to keep pets is a privilege, and not a right. The Board of Directors is empowered to order and enforce the removal of any pet which becomes a source of unreasonable annoyance to other residents, such as frequent noise or aggressive behavior. Pets must be leashed or carried under the Owner's arm at all times. The pet owner shall immediately remove any animal droppings left by the pet on the Common Areas. The Association may establish and enforce fines for violations of this provision.

7.12. Portable Air Conditioning Units. No Owner or other occupant shall install any type of portable air conditioning unit in a window of any Unit.

7.13. Grandfathering. The Board of Directors may, for good cause, in its sole and absolute discretion, but with no obligation to do so, grandfather and/or waive, in whole or in part, any violation of the use restrictions in this Section. Any such grandfathering or waiver shall not be deemed a precedent waiver or estoppel for other violations by the same person or other persons.

7.14. Rules and Regulations. The Board of Directors may adopt Rules and Regulations pertaining specifically to the use restrictions contained in this Section.

8. ARCHITECTURAL CONTROL; ARCHITECTURAL REVIEW AND DESIGN GUIDELINES.

8.1. General Approval. No alteration, addition or deletion of any structure shall be made upon the Common Area or to the exterior of any Unit unless and until the plans and specifications are

reviewed and approved by the Board of Directors. All plans and specifications shall be evaluated as to harmony of external design and location in relation to surrounding structures, topography and architectural design for the Association.

8.2. Procedure. Each Owner shall, prior to the commencement of any construction, submit to the Association documents such as design proposals and construction plans and specifications which are sufficient and definitive in detail so that there can be determined the character, exterior appearance, material and colors proposed. The Association shall, within thirty (30) days after receipt of such complete submittal, respond in writing to either approve, reject or approve subject to condition, such plans, proposals and specifications as submitted. The failure of the Association to respond within the thirty (30) day period shall be deemed an approval of the plans and specifications submitted. The failure of an Owner to obtain written approval of the Association of all such plans, proposals and specifications prior to the commencement of any construction shall be deemed a material breach hereof, and the Association shall then have the right, in addition to any other right permitted by law or in equity, to proceed in the courts to obtain a mandatory injunction requiring any construction done without said written approval to be torn down or removed forthwith.

8.3. Reliance. The approval, rejection or withholding of any approval by the Association of such plans, proposals and specifications and the location of structures shall not be interpreted as a representation or determination by the Association that any building, plumbing, electrical code or other application governmental regulations have or have not been properly met by the Owner. Each Owner shall be responsible for obtaining all necessary technical data and to make application to and obtain the approval of Lee County and any other appropriate governmental agencies prior to commencement of any work or construction.

8.4. Exercise of Authority. Except as otherwise provided by law, the Association shall have no duty, responsibility or liability to any Owner or to any other person whomsoever in respect to the exercise of its rights or the failure to exercise its rights. The Association may reject plans, proposals and specifications based on any grounds or reason whatsoever, including purely aesthetic grounds, in its sole and absolute discretion. The Association's decision to approve, reject or withhold its approval of such work may, in the sole exercise of its discretion, be based upon: (i) the harmony of its exterior design, color and location in relation to, and its effects upon, surrounding structures, vegetation, topography, and overall community design; (ii) the character of the exterior materials; (iii) the planned quality of the exterior workmanship; (iv) the Association's design and construction standards; or (v) any other material and relevant factors.

8.5. Architectural Review and Design Guidelines. The Board of Directors or its designee may adopt architectural review and design guidelines for such purpose.

9. ENFORCEMENT OF COVENANTS AND ABATEMENT OF VIOLATIONS.

9.1. Compliance. Every Owner and all, Guests, Tenants, and Occupants of Units, shall at all times be governed by and comply with Chapter 720, Florida Statutes, and the Governing Documents of the Association. The protective covenants, conditions and restrictions and other provisions of the Governing Documents promulgated by the Association shall apply to all Owners, as well as to any

other person occupying any Unit as an Owner or Tenant, and to the members of their family and all other occupants, Guests and Invitees. Failure of an Owner to notify any person of the existence of the rules or the covenants, conditions, restrictions, and other provisions of the Governing Documents shall not in any way act to limit or divest the Association of the power to enforce these provisions. Each Owner shall be jointly and severally responsible for any and all violations by his or her Tenants, residents, occupants, Guests, Invitees and family members, and by any other persons with his or her express or implied permission, at any time. Before undertaking any remedial, disciplinary or enforcement action against a person alleged to be in violation, the Association shall give the alleged violator reasonable written notice of the alleged violation, except in emergencies. Disagreements concerning violations including, without limitation, disagreements regarding the proper interpretation and effect of the Governing Documents, shall be presented to and determined by the Board of Directors or other designated committee of the Association, whose interpretation of the Governing Documents and/or whose remedial action shall control. Actions at law or in equity, or both, to redress alleged failure or refusal to comply with these provisions may be brought by the Association or by any Owner against (i) the Association; (ii) an Owner; (iii) any director or officer of the Association who willfully and knowingly fails to comply with these provisions; and (iv) any tenants, Guests, or Invitees occupying a Unit or using the Common Areas. The Association, if the prevailing party in any enforcement action, whether or not it involves mediation and/or litigation, is entitled to recover reasonable attorney's fees and costs.

9.2. Enforcement Action. Enforcement of these covenants and restrictions may be by a proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain such violation or to recover damages.

9.3. Self-Help Remedies. Violation of any conditions or restrictions or breach of any covenant of the Governing Documents shall also give the Association, in addition to all other remedies, the right to enter upon the land where such violation exists, after not less than seven (7) days prior written notice (except in the case of an emergency), and summarily abate, remove any construction, landscaping, and debris and repair or otherwise cure any violations of the Governing Documents, at the expense of the Owner. The Association and its authorized agents shall not thereby become liable in any manner for trespass, abatement or removal. If any expense, including attorney's fees, is created by the Association under this provision, the Association shall send a statement of such expense to the offending Owner or Owners. If the statement is not paid in full within thirty (30) days of the delivery of such statement, the Association may deem such expense to be a Specific Assessment and may file a claim of lien and enforce such lien pursuant to this Declaration and Florida law.

9.4. Suspension of Common Area Use Rights and Fines. The Association may suspend, for a reasonable period of time, the rights of an Owner or an Owner's family, Guests, tenants or Invitees, or any combination, to use Common Areas and facilities, and may levy fines, not to exceed the amount allowed by law, against such persons. The fines shall be in a reasonable amount deemed necessary by the Board to deter future violations, but in no event shall exceed \$100.00 per violation. Each day of continuing violation may be treated as a separate offense, except that no fines shall exceed \$10,000.00 in the aggregate. A fine of \$1,000 or more may become a lien against a Unit. For non-payment of fines, the Association shall have all of the remedies allowed by law. In any action to

recover a fine, including pre-litigation collection efforts, the prevailing party is entitled to collect its reasonable attorney's fees and costs for the non-prevailing party as determined by the court.

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

9.6. Notice. A fine or suspension may not be imposed without written notice of at least fourteen (14) days to the person sought to be fined or suspended with an opportunity for a hearing before a committee of at least three (3) Owners appointed by the Board who are not officers, directors, or employees of the Association, or the spouse, parent, child, brother, or sister of an officer, director, or employee. If the committee, by majority vote, does not approve a proposed fine or suspension, it may not be imposed. The requirements of this section do not apply to the imposition of fines upon any Owner because of the failure of the Owner to pay Assessments. A fine shall be treated as a special charge due to the Association ten (10) days after written notice from the Association to the Owner of the imposition of the fine. If not paid by the due date, the fine shall accrue interest at the highest rate allowed by law, and may be the subject of a late payment fee. Fines shall not be construed to be an exclusive remedy, and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled; however, any fine paid by the offending Owner shall be deducted from or offset against any damages that the Association may otherwise be entitled to recover at law from such Owner.

9.7. Suspension of Common Area Rights. Suspension of Common Area use rights shall not impair the right of an Owner, tenant, Guest, or invitee to have vehicular and pedestrian ingress to and egress from such Owner's Unit including, but not limited to, the right to park.

9.8. Non-Exclusive Remedy. The fines and suspension of use rights provided for herein shall not be construed to be exclusive remedies of the Association, and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled.

10. APPROVAL OF SALE AND LEASING OF UNITS

10.1. Forms of Ownership.

10.1.1. One Owner. A Unit may be owned by one natural person who has been approved as provided herein.

10.1.2. Co-Ownership. Co-Ownership of a Unit is permitted, but if the proposed co-Owners are other than husband and wife, the Board shall condition its approval upon designation of one of the approved co-Owners as "Primary Occupant(s)", and the use of the Unit by other persons shall be as though the Primary Occupant(s) were the only actual Owner(s). Any change in the Primary Occupant(s) shall be treated as a transfer of ownership by sale or gift, subject to all the provisions of the Governing Documents.

10.1.3. Ownership by Corporations or Trusts. A Unit may be owned in trust, or by a corporation, partnership or other entity which is not a natural person, if approved in the manner provided for other transfers or title. However, the intent of this provision is to allow flexibility in estate, financial or tax planning, and not to create circumstances in which the Unit may be used as short term transient accommodations for several individuals or families. The approval of a corporation, trust or other entity as an Owner shall be conditioned upon designation of one natural person to be the "Primary Occupant(s)", and the use of the Unit by other persons shall be as though the Primary Occupant were the only actual Owner. Any change in the Primary Occupant(s) shall be treated as a transfer of ownership by sale or gift, subject to all the provisions of this section.

10.1.4. Life Estate. A Unit may be subject to a life estate, either by operation of law or by approved voluntary conveyance. In that event, the life tenant shall be the only Owner from such Unit, and occupancy of the Unit shall be as if the life tenant was the only Owner. Upon termination of the life estate, the holders of the remainder interest shall have no occupancy right unless separately approved by the Association. The life tenant and holders of the remainder interest shall be jointly and severally liable for all Assessments and charges against the Unit. The life tenant may, by signed agreement, transfer the right to vote in all Association matters to any one remainderman, subject to approval by the Association of such arrangement. Except in the case where such a transfer has been made, if the consent or approval of the Owner is required for any purpose, that consent or approval of the holders of the remainder interest shall not be required.

10.2. Approval of Sale and Leasing of Units. In order to foster a community of congenial, financially responsible Residents with the objectives of inhibiting transiency, protecting the value of the Units and facilitating the development of a stable, quiet community and peace of mind for all Residents, the sale, gift, devise, inheritance or other transfer and leasing of a Unit by an Owner shall be subject to the following restrictions:

10.2.1. Notice to Association.

10.2.1.1. Sale or Gift. An Owner intending to make a sale or gift of his Unit or any interest therein shall give to the Board of Directors or its designee written notice of such intention at least fifteen (15) days prior to the date of the proposed transfer, together with a copy of the sales contract or proposed sales contract (if a sale) or written explanation of the gift (if a gift) and such other information as the Board may reasonably require. The Board or its management may adopt a form of application for approval.

10.2.1.2. Devise, Inheritance, or Other Transfers. The transferee must notify the Association of his ownership and submit to the Association a certified copy of the instrument evidencing his ownership and such other information as the Board may reasonably require. The transferee shall have no occupancy right unless approved by the Board, but may sell or lease the Unit following the procedures provided in this

Declaration. Notwithstanding the foregoing, a devise, inheritance or other transfer of ownership to spouses, grandparents, parents or adult children shall require the stated notification to the Association but shall not require the prior approval of the Board.

10.2.1.3. Lease. The minimum lease term is one (1) year. An Owner intending to lease his Unit or any interest therein shall give to the Board or its designee written notice of such intention at least fifteen (15) days prior to the date of the proposed lease, together with a copy of the lease or proposed lease and such other information as the Board may reasonably require. The Board or its management may adopt a form of application for approval.

10.2.2. Board Action; Approval. Within fifteen (15) days of receipt of the required notice and all information requested, the Board must approve, approve with conditions, or disapprove the transfer or lease. If a transfer or lease is approved or approved with conditions, the approval shall be stated in a certificate of approval executed by the president or vice-president of the Association or property manager and, if requested, be in recordable form. If the Board neither approves or disapproves within the 15-day period, such failure to act shall be deemed the equivalent of approval, and, on demand, the Board shall issue a certificate of approval.

10.2.3. Board Action; Disapproval. The Board may disapprove a transfer or lease only for good cause by a majority of the Board voting at a meeting at which a quorum is present. The following shall be deemed to constitute good cause:

10.2.3.1. The application for approval on its face indicates that the person seeking approval intends to conduct himself in a manner inconsistent with the covenants and restrictions applicable to the Forest Mere Townhouse Community.

10.2.3.2. The person seeking approval has a history of disruptive behavior or an attitude of disregard for the rights and property of others, as evidenced by his conduct in other social organizations or Associations, or by his conduct as a tenant, Owner or occupant of a Unit.

10.2.3.3. The person seeking approval failed to provide the information and appearance required to process the application in a timely manner or concluded the transaction without obtaining approval.

10.2.3.4. The person seeking approval (which shall include all proposed occupants) has been convicted of a crime involving violence to persons, a crime demonstrating dishonesty or moral turpitude, or any felony. The Association shall adopt rules and regulations pertaining to the scope and implementation of this provision. The Association may, in its discretion, make an exception to any matter contained in this subpart (4). Such exception, if based on reasonable cause, shall not be construed as selective enforcement.

10.2.3.5. The person seeking approval has a record of financial irresponsibility, including without limitation prior bankruptcies, foreclosures, or bad debts.

10.2.3.6. The person seeking approval failed to provide the information, fees or appearance required to process the application in a timely manner.

10.2.3.7. The Owner requesting the transfer has had fines assessed against him or her which have not been paid.

10.2.3.8. All assessments and other charges against a Unit have not been paid in full.

10.2.3.9. Such other matters as may be set forth in the rules and regulations of the Forest Mere Townhouse Community.

10.3. Failure to give Notice or Obtain Approval. Any sale or transfer which is not approved pursuant to the terms of this Declaration shall be void or voidable unless subsequently approved by the Board. No person or persons seeking approval under this Section shall take occupancy of a Unit until approval is granted. Failure to give notice or obtain approval subjects the Owner to fining from the date the lessee moves in. If proper notice is not given, the Board at its election may approve or disapprove the lease without prior notice. If it disapproves, the Association shall proceed as if it received notice on the date of such disapproval; however, the proposed lessee may provide the Board with the required notice and request reconsideration. Any lease entered into without approval may, at the option of the Board, be treated as a nullity.

10.4. Screening. The Association shall have the right in its sole and reasonable discretion, but not the legal obligation, to conduct criminal and other background checks upon any prospective transferee, of the nature and to the extent it deems necessary and appropriate, the costs of which shall be borne by the prospective transferor or transferee. The failure of the Association to conduct criminal and other background checks on any prospective transferee shall not waive or restrict any right to do so as to any other applicant, nor shall such failure result in any liability to the Association, its Board members, officers, employees or agents.

10.5. Approval Application Fee. The Association may charge a reasonable processing fee for the review of any application in connection with this Section.

10.6. First Mortgagees. The approval provisions of this Section are not applicable to the acquisition of title by a first mortgagee who acquires title through foreclosure or deed-in-lieu of foreclosure. However, such provision shall apply to any assignment of right or the subsequent resale of a Unit by such first mortgagee. The provision shall also apply to acquisition of title by persons or entities other than first mortgagees through foreclosure and any other involuntary conveyance. However, all occupants of the lot during the time that first mortgage holder holds title to the lot and the subsequent transfer of ownership from the first mortgage holder, shall be subject to the prior written approval of the Board

11. AMENDMENT OF DECLARATION

11.1. Amendment. Proposal. Amendments to this Declaration may be proposed at any time by the Board of Directors or by written petition to the Board signed by at least one-fourth (1/4th) of the Voting Interests of the Owners. An amendment may not materially and adversely alter the proportionate voting interest appurtenant to a Unit or increase the proportion or percentage by which a Unit shares in the common expenses of the Association unless the record Owner and all record owners of liens on the Units join in the execution of the amendment. For purposes of this subsection, a change in quorum requirements is not an alteration of voting interests.

11.2. Amendment. Vote Required. Except as otherwise provided by law or by specific provision of the Governing Documents, this Declaration may be amended at any time if a duly proposed amendment is approved by at least a majority of the Voting Interests of the Association present, in person or by proxy, and voting at any annual or special meeting of Owners called for the purpose, provided that the text of each proposed amendment has been given to the Owners with notice of the meeting.

11.3. Amendment. Certificate. Recording. A certificate shall be attached to this Amendment certifying that it was duly adopted and shall identify the instrument number in the Public Records of Lee County where recorded. The Certificate shall be executed by the president or vice-president of the Association. The Amendment shall be effective upon recordation.

12. GENERAL PROVISIONS

12.1. Declaration of General Protective Covenants Run with the Land. The covenants, reservations, restrictions and other provisions of this Declaration shall run with and bind the Association Property subject hereto and shall inure to the benefit of the Association or any Owner subject to this Declaration, their respective legal representatives, heirs, successors and assigns for a term of thirty (30) years from the date this Declaration is recorded. These covenants, conditions, restrictions and other provisions shall automatically be extended for successive periods of ten (10) years, unless an instrument signed by the then Owners of sixty percent (60%) of the Units has been recorded agreeing to change or terminate these covenants, conditions, restrictions or provisions in whole or in part.

12.2. Nonliability of the Association. The Association shall not in any way or manner be held liable or responsible for any violation of these covenants, conditions, restrictions or other provision by any person other than itself or for failure to enforce these covenants, conditions, and restrictions, in whole or in part.

12.3. Attorneys' Fees. In any legal proceeding arising out of an alleged failure of an Owner, tenant, family member, Guest or Invitee to comply with the requirements of the Governing Documents or applicable law, as amended from time to time, the prevailing party shall be entitled to recover the costs of the proceeding and such attorneys' fees as may be awarded by the court. The term "legal proceeding" shall be construed in its broadest sense and include, without limitation, the review of documents and records, meetings and correspondence with clients, written notifications, filing of liens,

and preparation for and participation in legal, quasi-legal and equitable proceedings, both at the trial and appellate levels.

12.4. Other Documents. The Association, or other entity provided for herein or in any applicable recorded instrument shall have such rights, powers, duties, and privileges as set forth herein or in the Articles of Incorporation, Bylaws and other constituent documents of such entity; however, no such entity may have rights, duties, powers or privileges that are in conflict with the provision of this Declaration which shall prevail in all events of conflict.

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

12.6. Dissolution. In the event of dissolution of the Association, in accordance with the terms of its Articles of Incorporation, each Unit shall continue to be subject to the General Assessment specified in Section 6 and each Owner shall continue to be personally obligated to the Association or the successor or assigns of the Association as the case may be, for such assessment to the extent that such assessments are required to enable the Association or any such successor or assign acquiring any real property previously owned by the Association to properly maintain, operate and preserve it. The provisions of this section shall only apply with regard to maintenance, operation and preservation of property which has been Common Area and continues to be so used, as otherwise provided for in Section 4 for the common use, enjoyment and benefit of the Owners.

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

12.8. Notices.

12.8.1. To the Association. Notice to the Association as may be required herein shall be in writing and delivered or mailed to the Association at its principal place of business as shown by the records of the Secretary of the State of Florida, or at any other location designated by the Association.

12.8.2. To an Owner. Notice to any Owner of a violation of any of these restrictions or any other notice as may be required herein shall be in writing and shall be delivered or mailed to the Owner at the address shown on the tax rolls of Lee County, Florida, or if not shown thereon, to the address of the Owner as shown on the deed recorded in the Public Records of Lee County, Florida.

12.9. Construction. The provision of this Declaration shall be liberally interpreted and construed to provide maximum flexibility consistent with the Association Property planned unit development and the purposes set forth herein.

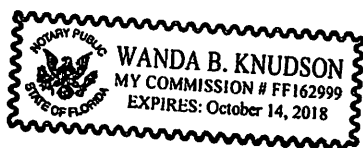
IN WITNESS WHEREOF, FOREST MERE TOWNHOUSE COMMUNITY Homeowners Association, Inc. does hereby execute this Amended and Restated Declaration by its undersigned authorized officers the date and year written above.

FOREST MERE TOWNHOUSE COMMUNITY
ASSOCIATION, INC.,
a Florida not-for-profit corporation

By: Henrietta Moore, Pres.
Henrietta Moore, President

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me this 4th day of April, 2017 by Henrietta Moore, as President of FOREST MERE TOWNHOUSE COMMUNITY ASSOCIATION, Inc. on behalf of the corporation. She is (☒) personally known to me or () has produced _____ as identification.



Wanda B Knudson
Notary Public
Wanda B Knudson
Print Name of Notary Public
My Commission Expires: 10-14-18

LEGAL DESCRIPTION OF BUILDING "A" SITE

That portion of land lying in the North 1/2 of the Southeast 1/4 of Section 25, Township 47 South, Range 25 East, Lee County, Florida, more particularly described as follows: Commencing at the East 1/4 corner of said Section 25; thence run S 89°14'12" W along the E-W 1/4 line a distance of 581.82 feet to a point on the Westerly right-of-way line of Southern Pines Drive; thence along said right-of-way S 10°52'26" E a distance of 162.52 feet, thence S 89°14'12" W a distance of 479.21 feet, thence S 10°52'26" E a distance of 587.12 feet to the point of beginning of the lands herein described; thence continue S 10°52'26" E a distance of 119.00 feet, thence run N 79°07'34" E a distance of 240.46 feet, thence run N 10°21'52" W a distance of 119.00 feet, thence run S 79°07'34" W a distance of 241.52 feet to the point of beginning. Containing 0.66 acres more or less.

EXHIBIT A

C6/09

BUILDING "A"

UNIT 101

Commencing at the Northwest corner of Building Site A; thence run S 10°52'26" E a distance of 9.165 feet, thence run N 79°07'34" E a distance of 69.00 feet to the point of beginning of lands herein described; thence continue N 79°07'34" E a distance of 41.67 feet, thence run S 10°52'26" E a distance of 18.33 feet, thence run S 79°07'34" W a distance of 41.67 feet, thence run N 10°52'26" W a distance of 18.33 feet to the point of beginning.

UNIT 102

Commencing at the Northwest corner of Building Site A; thence run S 10°52'26" E a distance of 27.495 feet, thence run N 79°07'34" E a distance of 69.00 feet to the point of beginning of lands herein described; thence continue N 79°07'34" E a distance of 41.67 feet, thence run S 10°52'26" E a distance of 16.00 feet, thence run S 79°07'34" W a distance of 45.67 feet, thence run N 10°52'26" W a distance of 2.33 feet, thence run N 79°07'34" E a distance of 4.00 feet, thence run N 10°52'26" W a distance of 13.67 feet to the point of beginning.

UNIT 103

Commencing at the Northwest corner of Building Site A; thence run S 10°52'26" E a distance of 43.495 feet, thence run N 79°07'34" E a distance of 65.00 feet to the point of beginning of the lands herein described; thence continue N 79°07'34" E a distance of 45.67 feet, thence run S 10°52'26" E a distance of 2.33 feet, thence run S 79°07'34" W a distance of 4.00 feet, thence run S 10°52'26" E a distance of 13.67 feet, thence run S 79°07'34" W a distance of 41.67 feet, thence run N 10°52'26" W a distance of 16.00 feet to the point of beginning.

UNIT 104

Commencing at the Northwest corner of Building Site A; thence run S 10°52'26" E a distance of 59.495 feet, thence run N 79°07'34" E a distance of 65.00 feet to the point of beginning of lands herein described; thence continue N 79°07'34" E a distance of 41.67 feet, thence run S 10°52'26" E a distance of 13.67 feet, thence run N 79°07'34" E a distance of 6.00 feet, thence run S 10°52'26" E a distance of 2.33 feet, thence run S 79°07'34" W a distance of 47.67 feet, thence run N 10°52'26" W a distance of 16.00 feet to the point of beginning.

UNIT 105

Commencing at the Northwest corner of Building Site A; thence run S 10°52'26" E a distance of 75.495 feet, thence run N 79°07'34" E a distance of 65.00 feet to the point of beginning of lands herein described; thence continue N 79°07'34" E a distance of 47.67 feet, thence run S 10°52'26" E a distance of 16.00 feet, thence run S 79°07'34" W a distance of 41.67 feet, thence run N 10°52'26" W a distance of 13.67 feet, thence run S 79°07'34" W a distance of 6.00 feet, thence run N 10°52'26" W a distance of 2.33 feet to the point of beginning.

UNIT 106

Commencing at the Northwest corner of Building Site A; thence run S 10°52'26" E a distance of 91.495 feet, thence run N 79°07'34" E a distance of 71.00 feet to the point of beginning of lands herein described; thence continue N 79°07'34" E a distance of 41.67 feet, thence run S 10°52'26" E a distance of 18.33 feet, thence run N 79°07'34" W a distance of 41.67 feet, thence run N 10°52'26" W a distance of 18.33 feet to the point of beginning.

LEGAL DESCRIPTION OF BUILDING SITE "F"

THAT PORTION OF LAND LYING IN THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 25, TOWNSHIP 47 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE EAST 1/4 CORNER OF SAID SECTION 25; THENCE RUN S 89°14'12" W ALONG THE E-W 1/4 LINE A DISTANCE OF 581.82 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF SOUTHERN PINES DRIVE, THENCE RUN S 10°52'26" E ALONG SAID RIGHT-OF-WAY A DISTANCE OF 1032.52 FEET TO THE POINT OF BEGINNING OF LANDS HEREIN DESCRIBED; THENCE CONTINUE ALONG SAID RIGHT-OF-WAY S 10°52'26" E A DISTANCE OF 123.00 FEET, THENCE RUN N 80°24'00" W A DISTANCE OF 249.60 FEET, THENCE RUN N 10°21'52" W A DISTANCE OF 35.70 FEET, THENCE RUN N 79°07'34" E A DISTANCE OF 233.51 FEET TO THE POINT OF BEGINNING, CONTAINING 0.43 ACRES MORE OR LESS.

RECORDED
Legality of Building, if proper to Building Use
Library in This Document

BUILDING "F"

UNIT 101

COMMENCING AT THE NORTHEAST CORNER OF BUILDING SITE "F": THENCE RUN S 10°52'26" E A DISTANCE OF 78.78 FEET, THENCE RUN S 79°07'34" W A DISTANCE OF 66.45 FEET TO THE POINT OF BEGINNING OF LANDS HEREIN DESCRIBED; THENCE RUN S 83°39'57" W A DISTANCE OF 63.17 FEET, THENCE RUN N 6°20'03" W A DISTANCE OF 18.33 FEET, THENCE RUN S 83°39'57" E A DISTANCE OF 63.17 FEET, THENCE RUN S 6°20'03" E A DISTANCE OF 18.33 FEET TO THE POINT OF BEGINNING.

UNIT 102

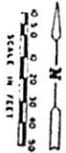
COMMENCING AT THE NORTHEAST CORNER OF BUILDING SITE "F": THENCE RUN S 10°52'26" E A DISTANCE OF 60.50 FEET, THENCE RUN S 79°07'34" W A DISTANCE OF 65.00 FEET TO THE POINT OF BEGINNING OF LANDS HEREIN DESCRIBED; THENCE RUN S 83°39'57" W A DISTANCE OF 63.17 FEET, THENCE RUN N 6°20'03" W A DISTANCE OF 2.33 FEET, THENCE RUN N 83°39'57" E A DISTANCE OF 12.00 FEET, THENCE RUN N 6°20'03" W A DISTANCE OF 13.67 FEET, THENCE RUN N 83°39'57" E A DISTANCE OF 43.17 FEET, THENCE RUN S 6°20'03" E A DISTANCE OF 13.67 FEET, THENCE RUN N 83°39'57" E A DISTANCE OF 8.00 FEET, THENCE RUN S 6°20'03" E A DISTANCE OF 2.33 FEET TO THE POINT OF BEGINNING.

UNIT 103

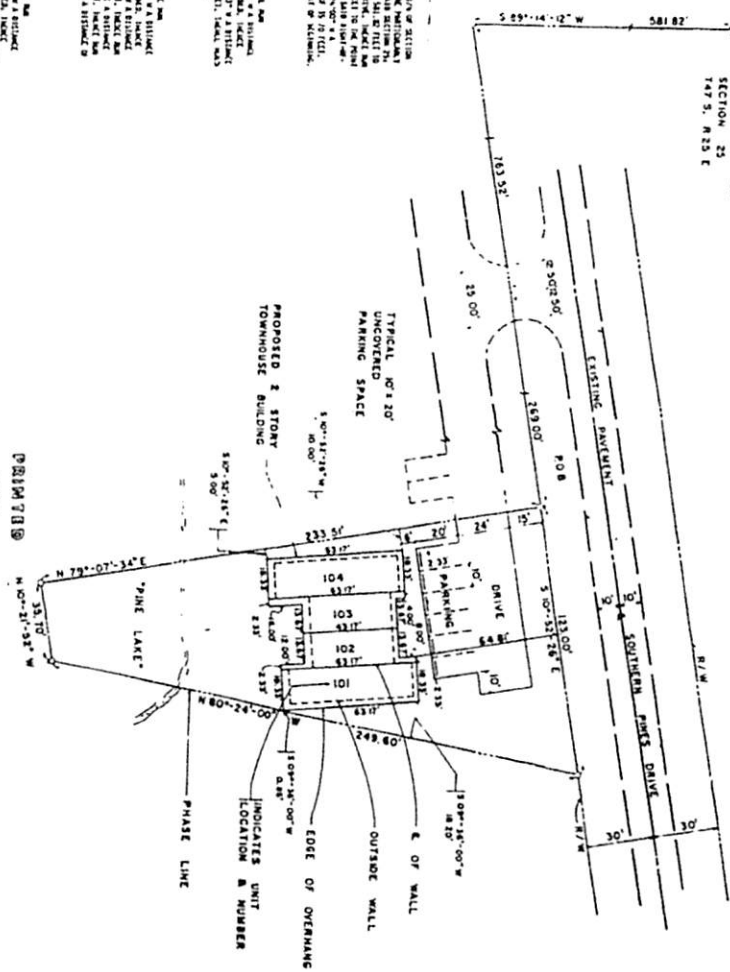
COMMENCING AT THE NORTHEAST CORNER OF BUILDING SITE "F": THENCE RUN S 10°52'26" E A DISTANCE OF 43.91 FEET, THENCE RUN S 79°07'34" W A DISTANCE OF 71.70 FEET TO THE POINT OF BEGINNING OF LANDS HEREIN DESCRIBED; THENCE RUN S 83°39'57" W A DISTANCE OF 43.17 FEET, THENCE RUN N 6°20'03" W A DISTANCE OF 13.67 FEET, THENCE RUN S 83°39'57" W A DISTANCE OF 16.00 FEET, THENCE RUN N 6°20'03" W A DISTANCE OF 2.33 FEET, THENCE RUN N 83°39'57" E A DISTANCE OF 63.17 FEET, THENCE RUN S 6°20'03" E A DISTANCE OF 2.33 FEET, THENCE RUN S 83°39'57" W A DISTANCE OF 4.00 FEET, THENCE RUN S 6°20'03" E A DISTANCE OF 13.67 FEET TO THE POINT OF BEGINNING.

UNIT 104

COMMENCING AT THE NORTHEAST CORNER OF BUILDING SITE "F": THENCE RUN S 10°52'26" E A DISTANCE OF 28.28 FEET, THENCE RUN S 79°07'34" W A DISTANCE OF 66.45 FEET TO THE POINT OF BEGINNING OF LANDS HEREIN DESCRIBED; THENCE RUN S 83°39'57" W A DISTANCE OF 63.17 FEET, THENCE RUN N 6°20'03" W A DISTANCE OF 18.33 FEET, THENCE RUN N 83°39'57" E A DISTANCE OF 63.17 FEET, THENCE RUN S 6°20'03" E A DISTANCE OF 18.33 FEET TO THE POINT OF BEGINNING.



EAST 1/4 CORNER
SECTION 25
T47 S, R23 E



PROPOSED 2 STORY
TOWNHOUSE BUILDING

INDICATES UNIT
LOCATION & NUMBERS

| FOREST MIRE TOWNHOUSES | |
|------------------------|---------------------|
| BUILDING "A" | |
| SITE PLAN | |
| OWNER | LEE COUNTY, FLORIDA |
| DESIGNER | LEE COUNTY, FLORIDA |
| DATE | 1985 |
| PROJECT NO. | 1000 |
| SCALE | 1" = 40' |
| BY | LEE COUNTY, FLORIDA |
| CHECKED BY | LEE COUNTY, FLORIDA |
| APPROVED BY | LEE COUNTY, FLORIDA |

RECORDERS BOOK
Legality of Writing, Typing or Printing Unaffected
In Any Manner by This Document Being Recorded

JUL 12 8 50 AM '85
RECORD & OFFICIAL
LEE COUNTY, FLORIDA
RECORD VERIFIED

LEGAL DESCRIPTION OF BUILDING "G" SITE

That portion of land lying in the North 1/2 of the Southeast 1/4 of Section 25, Township 47 South, Range 25 East, Lee County, Florida, more particularly described as follows: Commencing at the East 1/4 corner of said Section 25; thence run S 89°14'12" W along the E-W 1/4 line a distance of 581.82 feet to a point on the Westerly right-of-way line of Southern Pines Drive; thence along said right-of-way S 10°52'26" E a distance of 882.52 feet to the point of beginning of lands herein described; thence continue along said right-of-way S 10°52'26" E a distance of 150.00 feet, thence run S 79°07'34" W a distance of 233.51 feet, thence run N 10°21'52" W a distance of 150.01 feet, thence run N 79°07'34" E a distance of 232.18 feet to the point of beginning containing 0.80 acres more or less.

BUILDING "G"

UNIT 101

Commencing at the Northeast corner of Building Site G; thence run S 10°52'26" E a distance of 123.00 feet, thence run S 79°07'34" W a distance of 65.00 feet to the point of beginning of lands herein described; thence run S 10°52'26" E a distance of 18.33 feet, thence run S 79°07'34" W a distance of 63.17 feet, thence run N 10°52'26" W a distance of 18.33 feet, thence run N 79°07'34" E a distance of 63.17 feet to the point of beginning.

UNIT 102

Commencing at the Northeast corner of Building Site G; thence run S 10°52'26" E a distance of 107.00 feet, thence run S 79°07'34" W a distance of 72.00 feet to the point of beginning of lands herein described; thence run S 10°52'26" E a distance of 13.67 feet, thence run N 79°07'34" E a distance of 7.00 feet, thence run S 10°52'26" E a distance of 2.33 feet, thence run S 79°07'34" W a distance of 63.17 feet, thence run N 10°52'26" W a distance of 2.33 feet, thence run N 79°07'34" E a distance of 13.00 feet, thence run N 10°52'26" W a distance of 13.67 feet, thence run N 79°07'34" E a distance of 43.17 feet, to the point of beginning.

UNIT 103

Commencing at the Northeast corner of Building Site G; thence run S 10°52'26" E a distance of 91.00 feet, thence run S 79°07'34" W a distance of 68.00 feet to the point of beginning of lands herein described; thence run S 10°52'26" E a distance of 2.33 feet, thence run S 79°07'34" W a distance of 4.00 feet, thence run S 10°52'26" E a distance of 13.67 feet, thence run S 79°07'34" W a distance of 43.17 feet, thence run N 10°52'26" W a distance of 16.00 feet, thence run N 79°07'34" E a distance of 47.17 feet, to the point of beginning.

UNIT 104

Commencing at the Northeast corner of Building Site G; thence run S 10°52'26" E a distance of 75.00 feet, thence run S 79°07'34" W a distance of 68.00 feet to the point of beginning of lands herein described; thence run S 10°52'26" E a distance of 16.00 feet, thence run S 79°07'34" W a distance of 47.17 feet, thence run N 10°52'26" W a distance of 2.33 feet, thence run N 79°07'34" E a distance of 4.00 feet, thence run N 10°52'26" W a distance of 13.67 feet, thence run N 79°07'34" E a distance of 43.17 feet, to the point of beginning.

UNIT 105

Commencing at the Northeast corner of Building Site G; thence run S 10°52'26" E a distance of 59.00 feet, thence run S 79°07'34" W a distance of 68.00 feet to the point of beginning of lands herein described; thence run S 10°52'26" E a distance of 16.00 feet, thence run S 79°07'34" W a distance of 43.17 feet, thence run N 10°52'26" W a distance of 16.00 feet, thence run N 79°07'34" E a distance of 43.17 feet, to the point of beginning.

UNIT 106

Commencing at the Northeast corner of Building Site G; thence run S 10°52'26" E a distance of 43.00 feet, thence run S 79°07'34" W a distance of 68.00 feet to the point of beginning of lands herein described; thence run S 10°52'26" E a distance of 16.00 feet, thence run S 79°07'34" W a distance of 43.17 feet, thence run N 10°52'26" W a distance of 13.67 feet, thence run S 79°07'34" W a distance of 6.00 feet, thence run N 10°52'26" W a distance of 2.33 feet, thence run N 79°07'34" E a distance of 49.17 feet, to the point of beginning.

BUILDING "G"

UNIT 107

Commencing at the Northeast corner of Building Site G; thence run S 10°52'26" E a distance of 27.00 feet, thence run S 79°07'34" W a distance of 74.00 feet to the point of beginning of lands herein described; thence run S 10°52'26" E a distance of 13.67 feet, thence run N 79°07'34" E a distance of 6.00 feet, thence run S 10°52'26" E a distance of 2.33 feet, thence run S 79°07'34" W a distance of 49.17 feet, thence run N 10°52'26" W a distance of 16.00 feet, thence run N 79°07'34" E a distance of 43.17 feet, to the point of beginning.

UNIT 108

Commencing at the Northeast corner of Building Site G; thence run S 10°52'26" E a distance of 8.67 feet, thence run S 79°07'34" W a distance of 74.00 feet to the point of beginning of lands herein described; thence run S 10°52'26" E a distance of 18.33 feet, thence run S 79°07'34" W a distance of 43.17 feet, thence run N 10°52'26" W a distance of 18.33 feet, thence run N 79°07'34" W a distance of 43.17 feet, to the point of beginning.



LEGAL DESCRIPTION OF BUILDING H SITE

THAT PORTION OF LAND LYING IN THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 25, TOWNSHIP 47 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE EAST 1/4 CORNER OF SAID SECTION 25; THENCE RUN S 89°14'12" W ALONG THE E-W 1/4 LINE A DISTANCE OF 581.82 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF SOUTHERN PINES DRIVE; THENCE ALONG SAID RIGHT-OF-WAY S 10°52'26" E A DISTANCE OF 763.52 FEET TO THE POINT OF BEGINNING OF THE LAND HEREIN DESCRIBED; THENCE CONTINUE ALONG SAID RIGHT-OF-WAY S 10°52'26" E A DISTANCE OF 119.00 FEET; THENCE S 79°07'34" W A DISTANCE OF 232.18 FEET; THENCE N 10°21'52" W A DISTANCE OF 119.00 FEET; THENCE N 79°07'34" E A DISTANCE OF 231.12 FEET TO THE POINT OF BEGINNING. CONTAINING 0.63 ACRES MORE OR LESS.

RECORDED
Legality of this document is hereby
certified in this document.



11110

BUILDING "H"

UNIT 101

COMMENCING AT THE NORTHEAST CORNER OF BUILDING SITE "H": THENCE RUN S $10^{\circ}52'26''$ E A DISTANCE OF 91.50 FEET; THENCE RUN S $79^{\circ}07'34''$ W A DISTANCE OF 65.00 FEET TO THE POINT OF BEGINNING OF LANDS HEREIN DESCRIBED; THENCE RUN S $10^{\circ}52'26''$ E A DISTANCE OF 2.33 FEET; THENCE RUN S $79^{\circ}07'34''$ W A DISTANCE OF 19.00 FEET; THENCE RUN S $10^{\circ}52'26''$ E A DISTANCE OF 16.00 FEET; THENCE RUN S $79^{\circ}07'34''$ W A DISTANCE OF 56.50 FEET; THENCE RUN N $10^{\circ}52'26''$ W A DISTANCE OF 18.33 FEET; THENCE RUN N $79^{\circ}07'34''$ E A DISTANCE OF 75.50 FEET TO THE POINT OF BEGINNING.

UNIT 102

COMMENCING AT THE NORTHEAST CORNER OF BUILDING SITE "H": THENCE RUN S $10^{\circ}52'26''$ E A DISTANCE OF 75.50 FEET; THENCE RUN S $79^{\circ}07'34''$ W A DISTANCE OF 65.00 FEET TO THE POINT OF BEGINNING OF LANDS HEREIN DESCRIBED; THENCE RUN S $10^{\circ}52'26''$ E A DISTANCE OF 16.00 FEET; THENCE RUN S $79^{\circ}07'34''$ W A DISTANCE OF 75.50 FEET; THENCE RUN N $10^{\circ}52'26''$ W A DISTANCE OF 2.33 FEET; THENCE RUN N $79^{\circ}07'34''$ E A DISTANCE OF 19.00 FEET; THENCE RUN N $10^{\circ}52'26''$ W A DISTANCE OF 13.67 FEET; THENCE RUN N $79^{\circ}07'34''$ E A DISTANCE OF 56.50 FEET TO THE POINT OF BEGINNING.

UNIT 103

COMMENCING AT THE NORTHEAST CORNER OF BUILDING SITE "H": THENCE RUN S $10^{\circ}52'26''$ E A DISTANCE OF 59.50 FEET; THENCE RUN S $79^{\circ}07'34''$ W A DISTANCE OF 65.00 FEET TO THE POINT OF BEGINNING OF LANDS HEREIN DESCRIBED; THENCE RUN S $10^{\circ}52'26''$ E A DISTANCE OF 16.00 FEET; THENCE RUN S $79^{\circ}07'34''$ W A DISTANCE OF 56.50 FEET; THENCE RUN N $10^{\circ}52'26''$ W A DISTANCE OF 13.67 FEET; THENCE RUN S $79^{\circ}07'34''$ W A DISTANCE OF 19.00 FEET; THENCE RUN N $10^{\circ}52'26''$ W A DISTANCE OF 2.33 FEET; THENCE RUN N $79^{\circ}07'34''$ E A DISTANCE OF 75.50 FEET TO THE POINT OF BEGINNING.

UNIT 104

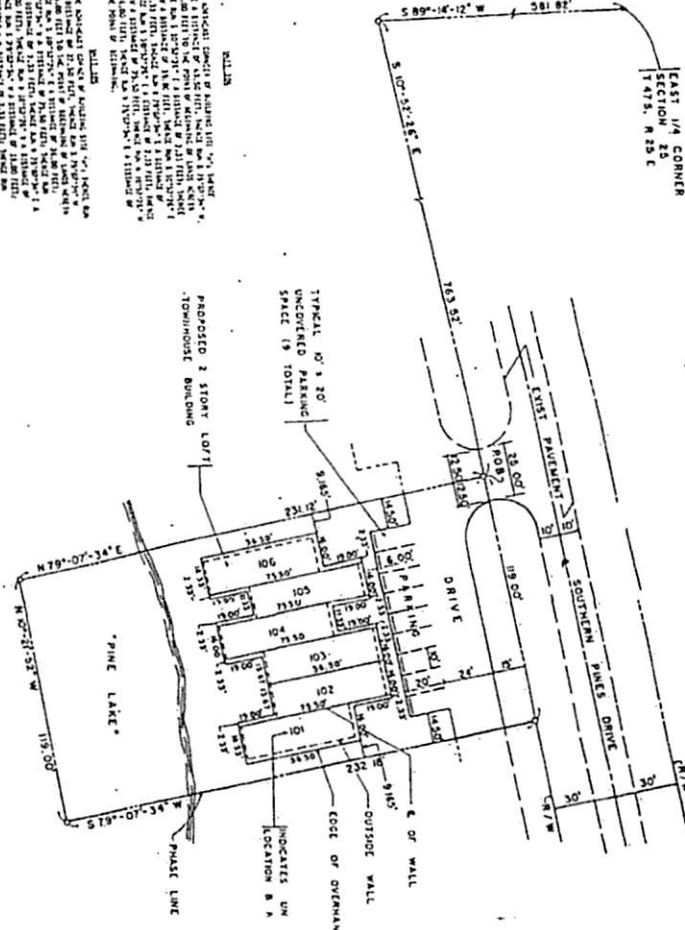
COMMENCING AT THE NORTHEAST CORNER OF BUILDING SITE "H": THENCE RUN S 10°52'26" E A DISTANCE OF 43.50 FEET, THENCE RUN S 79°07'34" W A DISTANCE OF 65.00 FEET TO THE POINT OF BEGINNING OF LANDS HEREIN DESCRIBED; THENCE RUN S 10°52'26" E A DISTANCE OF 2.33 FEET; THENCE RUN S 79°07'34" W A DISTANCE OF 19.00 FEET; THENCE RUN S 10°52'26" E A DISTANCE OF 11.33 FEET; THENCE RUN N 79°07'34" E A DISTANCE OF 19.00 FEET; THENCE RUN S 10°52'26" E A DISTANCE OF 2.33 FEET; THENCE RUN S 79°07'34" W A DISTANCE OF 75.50 FEET; THENCE RUN N 10°52'26" W A DISTANCE OF 16.00 FEET; THENCE RUN N 79°07'34" E A DISTANCE OF 75.50 FEET TO THE POINT OF BEGINNING.

UNIT 105

COMMENCING AT THE NORTHEAST CORNER OF BUILDING SITE "H": THENCE RUN S 10°52'26" E A DISTANCE OF 27.50 FEET; THENCE RUN S 79°07'34" W A DISTANCE OF 65.00 FEET TO THE POINT OF BEGINNING OF LANDS HEREIN DESCRIBED; THENCE RUN S 10°52'26" E A DISTANCE OF 16.00 FEET; THENCE RUN S 79°07'34" W A DISTANCE OF 75.50 FEET; THENCE RUN N 10°52'26" W A DISTANCE OF 2.33 FEET; THENCE RUN N 79°07'34" E A DISTANCE OF 19.00 FEET; THENCE RUN N 10°52'26" W A DISTANCE OF 11.33 FEET; THENCE RUN S 79°07'34" W A DISTANCE OF 19.00 FEET; THENCE RUN N 10°52'26" W A DISTANCE OF 2.33 FEET; THENCE RUN N 79°07'34" E A DISTANCE OF 75.50 FEET TO THE POINT OF BEGINNING.

UNIT 106

COMMENCING AT THE NORTHEAST CORNER OF BUILDING SITE "H": THENCE RUN S 10°52'26" E A DISTANCE OF 9.165 FEET; THENCE RUN S 79°07'34" W A DISTANCE OF 84.00 FEET TO THE POINT OF BEGINNING OF LANDS HEREIN DESCRIBED; THENCE RUN S 10°52'26" E A DISTANCE OF 16.00 FEET; THENCE RUN N 79°07'34" E A DISTANCE OF 19.00 FEET; THENCE RUN S 10°52'26" E A DISTANCE OF 2.33 FEET; THENCE RUN S 79°07'34" W A DISTANCE OF 75.50 FEET; THENCE RUN N 10°52'26" W A DISTANCE OF 18.33 FEET; THENCE RUN N 79°07'34" E A DISTANCE OF 56.50 FEET TO THE POINT OF BEGINNING.

[illegible]

APR 7 8 34 AM '06
CLERK CIRCUIT COURT
LEE COUNTY FLA
Cheliza
RECORDED AND RECORDED

PAID
D. GRAY LAMOR
Sole Proprietor

| Year | Population | Area |
|------|------------|---------|
| 1950 | 1,000,000 | 100,000 |
| 1960 | 1,500,000 | 150,000 |
| 1970 | 2,000,000 | 200,000 |
| 1980 | 2,500,000 | 250,000 |
| 1990 | 3,000,000 | 300,000 |
| 2000 | 3,500,000 | 350,000 |
| 2010 | 4,000,000 | 400,000 |
| 2020 | 4,500,000 | 450,000 |
| 2030 | 5,000,000 | 500,000 |
| 2040 | 5,500,000 | 550,000 |
| 2050 | 6,000,000 | 600,000 |
| 2060 | 6,500,000 | 650,000 |
| 2070 | 7,000,000 | 700,000 |
| 2080 | 7,500,000 | 750,000 |
| 2090 | 8,000,000 | 800,000 |
| 2100 | 8,500,000 | 850,000 |

[illegible][illegible][illegible][illegible]

RECORDS
Legality of Mining, Trading and Details
factory in This District



LEGAL DESCRIPTION OF BUILDING "I" SITE

That portion of land lying in the North 1/2 of the Southeast 1/4 of Section 25, Township 47 South, Range 25 East, Lee County, Florida, more particularly described as follows: Commencing at the East 1/4 corner of said Section 25; thence run S 89°14'12" W along the E-W 1/4 line a distance of 581.82 feet to a point on the Westerly right-of-way line of Southern Pines Drive; thence along said right-of-way S 10°52'26" E a distance of 647.52 feet to the point of beginning of the land herein described; thence continue along said right-of-way S 10°52'26" E a distance of 116.00 feet; thence S 79°07'34" W a distance of 231.12 feet; thence N 10°21'52" W a distance of 116.00 feet; thence N 79°07'34" E a distance of 230.09 feet to the point of beginning. Containing 0.61 acres more or less.

BUILDING "I"

UNIT 101

Commencing at the Northeast corner of Building Site I; thence continue along the westerly right-of-way of Southern Pines Drive S 10°52'26" E a distance of 90.00 feet; thence S 79°07'34" W a distance of 69.00 feet to the point of beginning of the lands herein described; thence S 10°52'26" E a distance of 18.33 feet; thence S 79°07'34" W a distance of 41.67 feet; thence N 10°52'26" W a distance of 18.33 feet; thence N 79°07'34" E a distance of 41.67 feet to the point of beginning.

UNIT 102

Commencing at the Northeast corner of Building Site I; thence continue along the westerly right-of-way of Southern Pines Drive S 10°52'26" E a distance of 74.00 feet; thence S 79°07'34" W a distance of 65.00 feet to the point of beginning of the lands herein described; thence S 10°52'26" E a distance of 2.33 feet; thence S 79°07'34" W a distance of 4.00 feet; thence S 10°52'26" E a distance of 13.67 feet; thence S 79°07'34" W a distance of 41.67 feet; thence N 10°52'26" W a distance of 16.00 feet; thence N 79°07'34" E a distance of 45.67 feet to the point of beginning.

UNIT 103

Commencing at the Northeast corner of Building Site I; thence continue along the westerly right-of-way of Southern Pines Drive S 10°52'26" E a distance of 58.00 feet; thence S 79°07'34" W a distance of 65.00 feet to the point of beginning of the lands herein described; thence S 10°52'26" E a distance of 16.00 feet; thence S 79°07'34" W a distance of 45.67 feet; thence N 10°52'26" W a distance of 2.33 feet; thence N 79°07'34" E a distance of 4.00 feet; thence N 10°52'26" W a distance of 13.67 feet; thence N 79°07'34" E a distance of 41.67 feet to the point of beginning.

UNIT 104

Commencing at the Northeast corner of Building Site I; thence continue along the westerly right-of-way of Southern Pines Drive S 10°52'26" E a distance of 42.00 feet; thence S 79°07'34" W a distance of 65.00 feet to the point of beginning of the lands herein described; thence S 10°52'26" E a distance of 16.00 feet; thence S 79°07'34" W a distance of 41.67 feet; thence N 10°52'26" W a distance of 13.67 feet; thence S 79°07'34" W a distance of 6.00 feet; thence N 10°52'26" W a distance of 2.33 feet; thence N 79°07'34" E a distance of 47.67 feet to the point of beginning.

UNIT 105

Commencing at the Northeast corner of Building Site I; thence continue along the westerly right-of-way of Southern Pines Drive S 10°52'26" E a distance of 26.00 feet; thence S 79°07'34" W a distance of 71.00 feet to the point of beginning of the lands herein described; thence S 10°52'26" E a distance of 13.67 feet; thence N 79°07'34" E a distance of 6.00 feet; thence S 10°52'26" E a distance of 2.33 feet; thence S 79°07'34" W a distance of 47.67 feet; thence N 10°52'26" W a distance of 16.00 feet; thence N 79°07'34" E a distance of 41.67 feet to the point of beginning.

UNIT 106

Commencing at the Northeast corner of Building Site I; thence continue along the westerly right-of-way of Southern Pines Drive S 10°52'26" E a distance of 7.67 feet; thence S 79°07'34" W a distance of 71.00 feet to the point of beginning of the lands herein described; thence S 10°26'52" E a distance of 18.33 feet; thence S 79°07'34" W a distance of 41.67 feet; thence N 10°26'52" W a distance of 18.33 feet; thence N 79°07'34" E a distance of 41.67 feet to the point of beginning.

700 7 12 10 40
DEALS IN 1917

WEEKLY MEETINGS, 8 p.m.

[illegible][illegible][illegible][illegible]

RESEARCH

and H_2O were 100% and 100%, respectively. The average H_2O content of the reaction products was 10.9 wt % and the average H_2 content was 10.8 wt %. The H_2 content of the reaction products was 10.9 wt % and the average H_2 content was 10.8 wt %.

[illegible]

附 1. 2500

[illegible]

LEGAL DESCRIPTION OF BUILDING J SITE

THAT PORTION OF LAND LYING IN THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF SECTION 25, TOWNSHIP 47 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT THE EAST 1/4 CORNER OF SAID SECTION 25; THENCE RUN S 89°14'12" W ALONG THE E-W 1/4 LINE A DISTANCE OF 581.82 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF SOUTHERN PINES DRIVE; THENCE ALONG SAID RIGHT-OF-WAY S 10°52'26" E A DISTANCE OF 528.52 FEET TO THE POINT OF BEGINNING OF THE LAND HEREIN DESCRIBED; THENCE CONTINUE ALONG SAID RIGHT-OF-WAY S 10°52'26" E A DISTANCE OF 119.00 FEET; THENCE S 79°07'34" W A DISTANCE OF 230.09 FEET; THENCE N 10°21'52" W A DISTANCE OF 119.00 FEET; THENCE N 79°07'34" E A DISTANCE OF 229.03 FEET TO THE POINT OF BEGINNING. CONTAINING 0.63 ACRES MORE OR LESS.

BUILDING "J"

UNIT 101

COMMENCING AT THE NORTHEAST CORNER OF BUILDING SITE "J"; THENCE RUN S 10°52'26" E A DISTANCE OF 91.495 FEET, THENCE RUN S 79°07'34" W A DISTANCE OF 65.00 FEET TO THE POINT OF BEGINNING OF LANDS HEREIN DESCRIBED: THENCE RUN S 10°52'26" E A DISTANCE OF 18.33 FEET, THENCE RUN S 79°07'34" W A DISTANCE OF 63.17 FEET, THENCE RUN N 10°52'26" W A DISTANCE OF 18.33 FEET, THENCE RUN N 79°07'34" E A DISTANCE OF 63.17 FEET TO THE POINT OF BEGINNING.

UNIT 102

COMMENCING AT THE NORTHEAST CORNER OF BUILDING SITE "J"; THENCE RUN S 10°52'26" E A DISTANCE OF 75.495 FEET, THENCE RUN S 79°07'34" W A DISTANCE OF 73.00 FEET TO THE POINT OF BEGINNING OF LANDS HEREIN DESCRIBED: THENCE RUN S 10°52'26" E A DISTANCE OF 13.67 FEET, THENCE RUN N 79°07'34" E A DISTANCE OF 8.00 FEET, THENCE RUN S 10°52'26" E A DISTANCE OF 2.33 FEET, THENCE RUN S 79°07'34" W A DISTANCE OF 63.17 FEET, THENCE RUN N 10°52'26" W A DISTANCE OF 2.33 FEET, THENCE RUN N 79°07'34" E A DISTANCE OF 8.50 FEET, THENCE RUN N 10°52'26" W A DISTANCE OF 13.67 FEET, THENCE RUN N 79°07'34" E A DISTANCE OF 46.67 FEET TO THE POINT OF BEGINNING.

UNIT 103

COMMENCING AT THE NORTHEAST CORNER OF BUILDING SITE "J"; THENCE RUN S 10°52'26" E A DISTANCE OF 59.495 FEET, THENCE RUN S 79°07'34" W A DISTANCE OF 73.00 FEET TO THE POINT OF BEGINNING OF LANDS HEREIN DESCRIBED: THENCE RUN S 10°52'26" E A DISTANCE OF 16.00 FEET, THENCE RUN S 79°07'34" W A DISTANCE OF 46.67 FEET, THENCE RUN N 10°52'26" W A DISTANCE OF 13.67 FEET, THENCE RUN S 79°07'34" W A DISTANCE OF 6.00 FEET, THENCE RUN N 10°52'26" W A DISTANCE OF 2.33 FEET, THENCE RUN N 79°07'34" E A DISTANCE OF 52.67 FEET TO THE POINT OF BEGINNING.

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unless in This Document When Received.

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by this Document When Received.



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UNIT 104

COMMENCING AT THE NORTHEAST CORNER OF BUILDING SITE "J"; THENCE RUN S 10°52'26" E A DISTANCE OF 43.495 FEET, THENCE RUN S 79°07'34" W A DISTANCE OF 79.00 FEET TO THE POINT OF BEGINNING OF LANDS HEREIN DESCRIBED: THENCE RUN S 10°52'26" E A DISTANCE OF 13.67 FEET, THENCE RUN N 79°07'34" E A DISTANCE OF 6.00 FEET, THENCE RUN S 10°52'26" E A DISTANCE OF 2.33 FEET, THENCE RUN S 79°07'34" W A DISTANCE OF 52.67 FEET, THENCE RUN N 10°52'26" W A DISTANCE OF 16.00 FEET, THENCE RUN N 79°07'34" E A DISTANCE OF 46.67 FEET TO THE POINT OF BEGINNING.

UNIT 105

COMMENCING AT THE NORTHEAST CORNER OF BUILDING SITE "J"; THENCE RUN S 10°52'26" E A DISTANCE OF 27.495 FEET, THENCE RUN S 79°07'34" W A DISTANCE OF 69.00 FEET TO THE POINT OF BEGINNING OF LANDS HEREIN DESCRIBED: THENCE RUN S 10°52'26" E A DISTANCE OF 2.33 FEET, THENCE RUN S 79°07'34" W A DISTANCE OF 10.00 FEET, THENCE RUN S 10°52'26" E A DISTANCE OF 13.67 FEET, THENCE RUN S 79°07'34" W A DISTANCE OF 46.67 FEET, THENCE RUN N 10°52'26" W A DISTANCE OF 13.67 FEET, THENCE RUN S 79°07'34" W A DISTANCE OF 6.50 FEET, THENCE RUN N 10°52'26" W A DISTANCE OF 2.33 FEET, THENCE RUN N 79°07'34" E A DISTANCE OF 63.17 FEET TO THE POINT OF BEGINNING.

UNIT 106

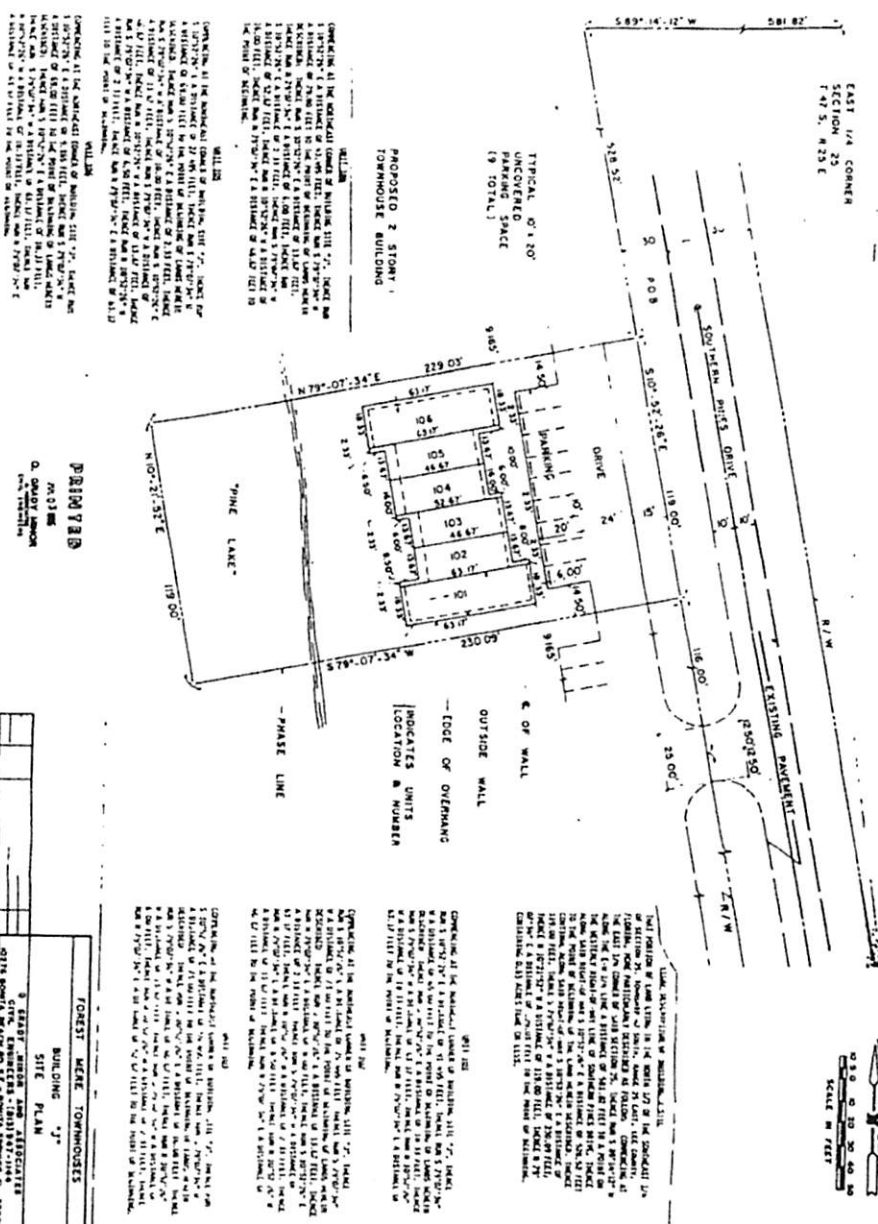
COMMENCING AT THE NORTHEAST CORNER OF BUILDING SITE "J"; THENCE RUN S 10°52'26" E A DISTANCE OF 9.165 FEET, THENCE RUN S 79°07'34" W A DISTANCE OF 69.00 FEET TO THE POINT OF BEGINNING OF LANDS HEREIN DESCRIBED: THENCE RUN S 10°52'26" E A DISTANCE OF 18.33 FEET, THENCE RUN S 79°07'34" W A DISTANCE OF 63.17 FEET, THENCE RUN N 10°52'26" W A DISTANCE OF 18.33 FEET, THENCE RUN N 79°07'34" E A DISTANCE OF 63.17 FEET TO THE POINT OF BEGINNING.

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JUL 12 8 48 AM '85
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LEE COUNTY, FLORIDA
RECORD VERIFIED

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 Accuracy in This Document When Received.

| FOREST WERE TOWNHOUSES | |
|--------------------------------|--|
| BUILDING "J" | |
| SITE PLAN | |
| 3. TOWNHOUSE PLAN ASSOCIATES | |
| 2015 N. W. 10th Ave. Suite 100 | |
| Fort Lauderdale, FL 33304 | |
| DATE: 07/12/95 | |
| BY: [Signature] | |
| FOR: [Signature] | |
| PROJECT NUMBER: 101 | |

RECORDED
 JUL 12 8 49 AM '95
 RECORDED
 LEE COUNTY, FLORIDA
 RECORD VERIFIED



EAST 1/4 CORNER
 SECTION 23
 T4N 30.423 E

PROPOSED 2 STORY
 TOWNHOUSE BUILDING

TYPICAL OF 20'
 PARKING SPACE
 (9 TOTAL)

EXISTING DRIVE

EXISTING PAVEMENT

SCALE: 1" = 20' 0"

0 10 20 30 40
 FEET

LEGEND:
 - EDGE OF OVERHANG
 - LOCATES UNITS
 - LOCATION & NUMBER

PHASE LINE

PHASE 1

PHASE 2

PHASE 3

PHASE 4

PHASE 5

PHASE 6

PHASE 7

PHASE 8

PHASE 9

PHASE 10

PHASE 11

PHASE 12

PHASE 13

PHASE 14

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