

Prepared by and Return to:
David A. Holmes, Esquire
Farr, Farr, Emerich, Hackett,
Carr & Holmes, P.A.
99 Nesbit Street
Punta Gorda, FL 33950

**NOTICE OF PRESERVATION OF RESTRICTIONS
FOR EAGLE PRESERVE COMMUNITY ASSOCIATION, INC.**

WHEREAS, LEMON BAY GOLF AND COUNTRY CLUB ESTATES JOINT VENTURE ("Developer") recorded that certain Declaration of Covenants, Restrictions, Easements and Agreements dated May 1, 1989, and recorded on May 2, 1989, in the Official Records of Charlotte County, Florida, at O.R. Book 1036, Page 448, a copy of which is attached hereto as Exhibit "A," which governs and binds the real property described therein, including, inter alia, the community commonly known as Eagle Preserve Estates in Charlotte County, Florida, more particularly described as follows:

EAGLE PRESERVE ESTATES, a subdivision according to the plat thereof, recorded in Plat Book 16, Pages 57-A through 57-C, of the Public Records of Charlotte County, Florida.

WHEREAS, EAGLE PRESERVE COMMUNITY ASSOCIATION, INC., as successor-in-interest to the Developer, records this Notice of Preservation with respect to the following:

Declaration of Covenants, Restrictions, Easements and Agreements, recorded in the Official Records of Charlotte County, Florida, on May 2, 1989, at OR Book 1036, Page 448; as subsequently modified, amended, or restated from time to time by certain instruments of record, including without limitation by the Declaration of Covenants and Restrictions recorded in the Official Records of Charlotte County, Florida, on September 6, 1989, at O.R. Book 1058 Page 1195; that certain Adoption of Declaration of Covenants and Restrictions recorded in the Official Records of Charlotte County, Florida, on September 28, 1990, at OR Book 1123, Page 812; that certain First Amendment to Declaration of Covenants and Restrictions recorded in the Official Records of Charlotte County, Florida, on December 31, 1991, at OR Book 1192, Page 2048; and that certain Certificate and Amended and Restated Declaration of Covenants and Restrictions recorded in the Official Records of Charlotte County, Florida, on March 19, 2004, at OR Book 2424, Page 380

(collectively hereafter, the "Declaration").

The purpose of this Notice of Preservation of Restrictions ("Notice of Preservation") is to preserve and protect all of the provisions of the Declaration from the operation of the Florida Marketable Record Title Act as provided in Fla. Stat. § 712.05, *et. seq.*, pursuant to which the Association states as follows:

1. This Notice of Preservation is recorded by EAGLE PRESERVE COMMUNITY ASSOCIATION, INC. (the "Association"), whose post office address is 9690 Eagle Preserve Drive, Englewood, FL 34224.

2. The recording of this Notice of Preservation was approved by at least two-thirds of the members of the board of directors of the Association at a duly conducted meeting of the board of directors of the Association. A notice, stating the time and place of the meeting and containing the Statement of Marketable Title Action described in Fla. Stat. §712.06(1)(b) (the "Meeting Notice"), was mailed or hand delivered to all members of the Association not less than seven (7) days prior to the aforesaid meeting.

3. Attached hereto as Exhibit "B" is an Affidavit executed by a member of the board of directors of the Association affirming that the board of directors caused the Meeting Notice containing the Statement of Marketable Title Action described in Fla. Stat. §712.06(1)(b) to be delivered to all members of the Association.

4. The lands affected by this Notice of Preservation are depicted and legally described as all property located within:

EAGLE PRESERVE ESTATES, a subdivision according to the plat thereof, recorded in Plat Book 16, Pages 57-A through 57-C, of the Public Records of Charlotte County, Florida.

5. The real property interest claimed under this Notice is the continued effectiveness of all of the covenants and provisions of the Declaration, as amended over time in accordance with the provisions thereof.

Brenda Wright
Witness
Print Name: Brenda Wright

EAGLE PRESERVE COMMUNITY ASSOCIATION, INC., a Florida corporation not for profit

John Brandenburg
Witness
Print Name: John Brandenburg

John Stanwick
By: JOHN STANWICK
Its: PRESIDENT
Dated: 2/13/16

Attachment: Exhibit A – Declaration of Covenants, Restrictions, Easements and Agreements
Exhibit B – Affidavit of Director

Acknowledged before me this 13th day of February, 2016 by John Stanwick as President of EAGLE PRESERVE COMMUNITY ASSOCIATION, INC., a Florida corporation not for profit, who (check one): is personally known to me has produced _____ as identification.



BRENDA D. HIMMELHAVER
MY COMMISSION # FF 922117
EXPIRES: January 24, 2020
Bonded Thru Budget Notary Services

Brenda D. Himmelhaver
Notary Public
State of Florida

1/26/2016

Landmark Web Official Records Search

EXHIBIT "A"

**DECLARATION OF COVENANTS, RESTRICTIONS,
EASEMENTS AND AGREEMENTS**

THIS DECLARATION OF COVENANTS, RESTRICTIONS, EASEMENTS AND AGREEMENTS made and entered into on May 1, 1989 by and among LEMON BAY GOLF AND COUNTRY CLUB ESTATES JOINT VENTURE, hereinafter "LBGCC", LEMON BAY GOLF AND COUNTRY CLUB JOINT VENTURE II, hereinafter "LBGCC II", both of which are hereinafter collectively referred to as the "Joint Ventures", BARNETT BANK OF SOUTHWEST FLORIDA, hereinafter "BARNETT", LEMON BAY GOLF CLUB, INC., a Florida corporation, hereinafter the "Golf Club" and NCNB NATIONAL BANK OF FLORIDA, hereinafter "NCNB".

RECITALS:

LBGCC is the owner of the lands described as Phase I, hereinafter "Phase I", on Exhibit "A" attached hereto and made a part hereof; LBGCC II is the owner of Phase II, hereinafter "Phase II", and Parcel B, hereinafter the "Villa, Walkway and Canal Amenity Tract", described on Exhibit "A" and the Joint Ventures together own the lands described on Exhibit "A" as Parcel "A", hereinafter the "Commercial Tract" and Barnett is the owner and holder of a Mortgage, Assignment of Rents and Leases, Security Agreement and UCC-1, all of which encumber the Commercial Tract, Phases I and II, and the Villa, Walkway and Canal Amenity Tract.

The Golf Club owns the land designated as the "Golf Course" on Exhibit "A" and NCNB owns and holds a Mortgage, Security Agreement, Assignment of Rents and Leases and UCC-1, all of which encumber the Golf Course.

The parties desire to declare certain covenants, restrictions, easements and agreements which shall hereafter apply to the Exhibit "A" lands or portions of them. Now, therefore, in consideration of the sum of Ten Dollars (\$10.00), the receipt and sufficiency of which is acknowledged, and the mutual covenants contained herein, the parties agree as follows:

1. **RECITALS:** The foregoing recitals are true and correct and the parties shall be bound thereby.

2. **VILLA, WALKWAY AND CANAL AMENITY TRACT.** No buildings or other structures or improvements, including but not limited to single or multiple family dwelling units and accessory structures, shall be constructed within twenty five (25) feet of the front, side and rear property lines of the Villa, Walkway and Canal Amenity Tract except that a pedestrian walkway may be constructed within 10' of the common boundary line between the Villa, Walkway and Canal Amenity Tract and the Golf Course.

The Walkway and Canal Amenity Tract shall be common areas for the exclusive use of the owner or owners of the Villa Tract. There shall be no other structures and/or improvements on the Walkway Tract except the aforementioned walkway.

Except as otherwise restricted herein, the land use and structures on the Villa Tract shall be only those permitted by Charlotte County zoning regulations in a Residential Multi-Family (RMF) zoning district and the land use and structures on the Canal Amenity Tract shall be limited to docks, walkways, patios and a recreation building/clubhouse. There shall be no residential or commercial structures or uses on the Canal Amenity Tract except as permitted herein.

The owner of the Villa, Walkway and Canal Amenity Tract shall, within twenty five (25) feet of the common boundary line between the Villa, Walkway and Canal Amenity Tract and the Golf Course, preserve the existing native vegetation or, prior to issuance of a certificate of occupancy for any structures on the Villa Tract, construct a landscaped buffer composed of native Florida vegetation having 100% opacity six (6) feet high, which buffer shall be

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RECORD VERIFIED - BARBARA T. SCOTT, CLERK
TAMMIE WHISENANT
BY: *[Signature]* DE

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perpetually maintained. Such maintenance to include a self-operating irrigation system.

3. ROADWAY AND UTILITY EASEMENTS. The Golf Club shall and does hereby grant unto the Joint Ventures the following easements:

A. A perpetual, non-exclusive pedestrian and vehicular access easement over and across the Northerly Entrance Roadway described on Exhibit "B" attached hereto and made a part hereof (hereinafter the "Northerly Entrance Roadway"); and

B. A perpetual, non-exclusive easement for the construction, maintenance, repair and reconstruction of roadway and drainage improvements, a water distribution system, underground electric transmission line, underground telephone system, underground cable TV system, and other underground public and/or private utility systems under and across the Northerly Entrance Roadway, which roadway and drainage, water distribution and electric transmission systems shall be constructed according to the construction plans and specifications prepared by Smally, Wellford & Nalven, Inc., engineers, Project No. 2142-11, Index No. G2142-11008, 11011 & 11012, dated _____, 1989 (hereinafter the "SWN Plans"); and

C. A temporary 20' wide easement for construction and a permanent 10' wide easement for maintenance, repair and reconstruction of a sewage collection system, the former lying 10' on either side of the center line described on Exhibit "B" attached hereto and made a part hereof and the latter lying 5' on either side of the center line described on Exhibit "B" (hereinafter the "Sewage System Easement"); and

D. An easement for pedestrian and vehicular access over and across the Southerly Entrance Roadway described on Exhibit "B" attached hereto and made a part hereof (hereinafter the "Southerly Entrance Roadway"), and an easement across the Southerly Entrance Roadway for the construction, maintenance, repair and reconstruction of roadway, drainage and water distribution systems thereon, to be built according to the SWN Plans.

All of the Northerly and Southerly Entrance Roadway and Sewage System Easements are collectively referred to herein as the "Easement Lands". The foregoing easements, A-D inclusive, are subject, however, to the following conditions:

(1) The easements granted hereby are for the benefit of, appurtenant to, and shall run with the record ownership of Phase I and Phase II, which shall be the dominant tenement, and they shall not be assignable or be for the benefit of any person except the Joint Ventures and their successor record owners of Phases I and II, including purchasers of subdivided lots within Phase I and Phase II.

(2) Except for the uses and improvements expressly permitted by this Declaration, there shall be no other improvements constructed by the Joint Ventures on the easement lands.

(3) As to the sewage system easement, the Joint Ventures (and/or any public or private utility which shall construct or cause to be constructed the sewage collection system) shall repair and restore the easement lands in the same condition as before such construction, maintenance, repair and reconstruction, including but not limited to the restoration of present or future golf course improvements.

(4) The Joint Ventures and their successors shall not violate any local, state or federal laws and/or regulations on the easement lands, and the Joint Ventures, their successors and assigns shall

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indemnify and hold harmless the Golf Club from any liability, including trial and appellate attorney's fees and costs, for any such violation.

(5) The parties agree that, as part of the consideration for the foregoing easements, the Joint Ventures, their successors and assigns, including but not limited to purchasers of lots in Phase I and Phase II, shall pay all the costs of construction (less \$75,000.00) and for one-half (1/2) the cost of maintaining, repairing, reconstructing, repermitting, and/or redesigning the roadway and drainage improvements within the Northerly Entrance Roadway and all the costs for maintenance, repair and reconstruction of the other improvements to be constructed within the Northerly Entrance Roadway, and for all of the costs of constructing, maintaining, reconstructing, repairing, repermitting, and/or redesigning the sewage force main improvements within the sewage system easement and the improvements within the Southerly Entrance Roadway. If the Joint Ventures, their successors and assigns, shall fail to pay or reimburse such costs within thirty (30) days after receipt of written notice therefore, such costs shall accrue interest at the maximum rate allowed by law, and such costs shall be enforceable by the Golf Club, its successors and assigns, as a lien against the Phase I and Phase II lands, the Villa, Walkway and Canal Amenity Tract, and the Commercial Tract. The record evidence for such lien shall be the form of a claim of lien as prescribed by Chapter 713, Florida Statutes, as amended from time to time. Conversely, the Golf Club shall be liable for one-half (1/2) the costs of maintaining, repairing, reconstructing, repermitting, and/or redesigning only the said Northerly Entrance Roadway and drainage improvements (not to exceed \$75,000.00), and the Golf Club's liability for one-half (1/2) such costs shall be enforceable by the Joint Ventures, their successors and assigns as a lien against the golf course lands.

(6) If mechanic's or other liens are filed against the Golf Course and/or the easement lands as a result of labor, materials and/or services for construction of improvements within the easement lands, the Joint Ventures shall, within twenty (20) days thereafter, cause any such lien to be removed from the land. In addition, the Joint Ventures shall and do hereby indemnify and hold harmless the Golf Club for any liability for such lien, including trial and appellate costs and attorney's fees for collection thereof.

The Joint Ventures shall and do hereby grant unto the Golf Club the following easements:

(1) A perpetual, non-exclusive pedestrian, golf cart and vehicular access easement and an easement for the construction, maintenance, repair, reconstruction, permitting, and repermitting for signage, water, sewage, underground electric transmission, underground cable TV, underground telephone and other utilities and roadway and drainage facilities, including the right of pedestrian, vehicular, and golf cart access to members, guests and public users of the Golf Club over and across the portion of the Northerly Entrance Roadway located on the Commercial Tract.

(2) A perpetual, nonexclusive easement for the use of sewage capacity and service within the sewage collection system which will pass through Phase I and Phase II and the right but not the obligation to maintain, repair, and reconstruct same.

With regard to any and all utility easements hereby granted by the Golf Club to the Joint Ventures or by the Joint Ventures to the Golf Club, there shall be no overhead or above ground utility systems or other improvements, including but not limited to electric transmission lines, telephone lines and the like.

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4. CONSTRUCTION OF ROADWAY AND UTILITY IMPROVEMENTS. The Joint Ventures has caused to be prepared the SWN Plans and specifications for the Northerly Entrance Roadway and drainage improvements, water distribution system, the sewer force main, electric transmission lines, and intersection improvements, (collectively "Improvements"), which plans and specifications have been approved by the Golf Club. The Joint Ventures shall diligently pursue and complete construction of the Improvements. If mechanic's or other liens are filed against the Golf Club as a result of labor, materials and/or services toward construction of the said Improvements, Joint Ventures shall, within twenty (20) days thereafter, cause any such lien to be removed from the Golf Club lands. Joint Ventures shall indemnify and hold harmless the Golf Club from any liability therefore, including trial and appellate costs and attorney's fees for collection thereof. Joint Ventures shall complete construction of the improvements on or before September 1, 1989. Golf Club shall contribute one-half (1/2) the cost of construction of only the Northerly Roadway, and drainage improvements, and the northerly intersection improvements, but in no event more than \$75,000.00. Joint Ventures shall pay all other costs of design, permitting and construction of roadway and related drainage and intersection improvements. Both parties agree to pay one-half (1/2) of invoices received in connection with the Northerly Roadway drainage and intersection improvements approved by Smally, Wellford & Nalven within ten (10) days after receipt thereof.

On or before June 15, 1989, Joint Ventures shall obtain and pay for all permits and approvals necessary to extend the Sandlehaven Utilities, Inc. wastewater collection system from an existing terminus point to County Road 775 right-of-way adjacent to the Golf Club, under and across the Golf Club, to and through Phase I and Phase II to the common boundary line with the Golf Club designated on the SWN Plans. On or before September 1, 1989, the Joint Ventures shall complete and pay for construction of such improvements so that the sewage collection system is available for use by the Golf Club at the terminus point.

In addition, on or before June 15, 1989, Joint Ventures shall obtain and pay for all permits and approvals necessary to extend the Fivelands Investment Utilities, Inc. potable water distribution system from an existing terminus point to the Southerly and Northerly Entrance Roadways under and across, to and through Phase I and Phase II, and complete and pay for the construction of such improvements, so that the water distribution system is available to the Golf Club within the length of both roadways. Golf Club shall pay for all costs of construction of extending the sewage collection system from the manhole at the designated terminus point in Phase I on the SWN Plans to its improvements on the Golf Course lands and for extending the potable water distribution system from the trunk line running within the Southerly and Northerly Entrance Roadways to any improvements on the Golf Course lands.

Golf Club is negotiating with Sandlehaven Utilities, Inc., to obtain all its sewage treatment plant effluent for irrigation of the Golf Club land. If Golf Club is successful in negotiating its contract for use of all the utility's sewage treatment effluent, Golf Club shall pay for the cost of transmission lines for the effluent from the Sandlehaven Utilities, Inc. sewage treatment plant to the Golf Course land and, if required by the utility, costs associated with storage of the effluent on the Golf Course land; provided, however, that if the sewage collection line to be constructed by Joint Ventures and the effluent transmission line to be constructed by Golf Club shall be located along a common route at any location at which it is feasible to place the sewage collection line and the effluent line in the same location, including County Road 775 crossings, Joint Ventures shall pay the

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cost of excavating the right-of-way and restoring the rights-of-way to the condition required in the governmental permits, and Golf Club will pay only the cost of designing and installing its effluent lines within the same excavation. If Golf Club is successful in negotiating its contract for use of all the utility sewage treatment plant effluent, Joint Ventures shall be permitted to draw 250 gallons per dwelling unit for which a certificate of occupancy is issued four (4) times weekly for Phase I and Phase II from the existing stormwater retention system on the Golf Course land and Phase I and Phase II lands. Such use shall be limited to such times between 6:00 p.m. and 8:00 a.m. as are agreed upon by the parties. The pump for withdrawal of water from the stormwater retention system shall be located on the Golf Course land and its use regulated by the Golf Club; there shall be no pump or other device for withdrawal of water from the stormwater retention system on the Phase I and Phase II lands.

If Golf Club is unable to negotiate an effluent contract with Sandhaven Utilities, Inc. and Joint Ventures elect to utilize such effluent, Joint Ventures shall pay all costs associated with transmitting the effluent from the utility sewage treatment plant to Phase I and Phase II.

If neither party is successful in negotiating an agreement with Sandhaven Utilities, Inc. for use of its effluent, Joint Ventures shall only be permitted to withdraw 250 gallons per dwelling unit for which a certificate of occupancy has been issued in Phase I and Phase II four (4) times weekly from the existing stormwater retention system for irrigation of its land. All the remaining water within the stormwater retention system shall be reserved for the exclusive use of the Golf Club.

With regard to the stormwater discharge and retention system located on the Golf Club lands and Phase I and Phase II, both parties and their successors in interest in the Golf Course land and Phase I and Phase II shall be entitled to discharge their stormwater into the system.

Neither Joint Ventures, future owners of platted lots in Phase I and Phase II, or the property owner's association of Phase I and/or Phase II shall be permitted to withdraw water directly from the stormwater retention ponds to their lots or common areas. Rather, withdrawal, if any, shall be regulated by a pump or other device located on the Golf Course land and controlled by the Golf Club.

5. COMMON BOUNDARY SETBACK. As to all common boundaries between the Golf Club and all the lands now owned by the Joint Ventures, including the Villa, Walkway and Canal Amenity Tract, the Commercial Tract and Phase I and Phase II, no building, structure or other improvement shall be constructed within twenty five (25) feet of the common boundary line except for road improvements, and a fence along the west boundary line of the commercial tract common boundary.

6. NO CHANGE OF PLAT OR SITE PLAN. Joint Ventures shall not change, modify or in any way alter the Phase I and Phase II plats and/or site plans or the location of the Northerly Entrance Roadway, Southerly Entrance Roadway, and/or sewage system easement without the prior written consent of the Golf Club, which consent shall not be unreasonably withheld.

7. SUCCESSORS. The rights and obligations created by this Declaration of Covenants, Restrictions, Easements and Agreements shall bind and inure to the successors and assigns of the parties hereto. If litigation shall ensue over the breach, enforcement and/or interpretation of this Declaration, the prevailing party

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shall be entitled to recover reasonable attorney's fees and court costs, including appellate fees and costs.

8. INTERPRETATION. This Agreement shall be interpreted under the laws of the State of Florida. Any lien provided for or created under the terms of this Declaration shall take effect and have priority from the date of recordation of such lien among the Public Records of Charlotte County, Florida.

9. ENTIRE AGREEMENT. This Agreement represents the entire understanding of the parties. Any amendment hereof shall be in writing and signed by the parties.

10. NOTICE. All notices given to parties pursuant to this Declaration or otherwise will be made by hand delivery or by U.S. Mail, postage prepaid, to the following addresses:

Joint Ventures: c/o William C. Strode, Esq.
Dykema, Gossett
720 S. Orange Avenue
P. O. Box 3798
Sarasota, Florida 34230

Golf Club: c/o C. Guy Batsel, Esq.
Batsel, McKinley & Ittersagen, P.A.
1861 Placida Road, Suite 104
Englewood, Florida 34223

NCNB: c/o Douglas Mrstik, Vice President
1605 Main Street
Sarasota, Florida 34236

Barnett: c/o 1390 Main Street
Sarasota, Florida 34236

The parties hereto have executed this Agreement on the day and year first above written.

Witnesses:

LEMON BAY GOLF AND COUNTRY CLUB
ESTATES JOINT VENTURE
a Florida joint venture

William C. Strode
Joyce W. Stewart

By: DOS DEVELOPMENT, INC.,
a Florida corporation

Lawrence L. Odson
As President
Joint Venture Partner

William C. Strode
Joyce W. Stewart

By: L. ALLEN GREER

L. Allen Greer
Joint Venture Partner

LEMON BAY GOLF AND COUNTRY CLUB
ESTATES JOINT VENTURE, II
a Florida joint venture

William C. Strode
Joyce W. Stewart

By: DOS DEVELOPMENT II, INC.,
a Florida corporation

Lawrence L. Odson
As President
Joint Venture Partner

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Wm L. Strick
Joyce W. Stewart

By: GREER ENTERPRISES, II, INC.,
a Florida corporation

L. Allen Greer
As President
Joint Venture Partner

Wm L. Strick
Joyce W. Stewart

LEMON BAY GOLF CLUB, INC.,
a Florida corporation

By: C. Guy Batsel, President
C. GUY BATSEL
President

JOINDER AND CONSENT

Barnett and NCNB, the Mortgagees described in the Recitals to the foregoing Declaration, whose mortgages and other loan documents will be recorded after this Declaration, shall and do hereby join in and consent to the foregoing Declaration.

Wm L. Strick
Joyce W. Stewart

BARNETT BANK OF SOUTHWEST FLORIDA

By: K. Jerry Jackson
SVP.

NCNB NATIONAL BANK OF FLORIDA

Wm L. Strick
Joyce W. Stewart

By: Douglas M. Mast
S.V.P.

STATE OF FLORIDA
COUNTY OF SARASOTA

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgements, LAWRENCE L. DODSON, President of DOS DEVELOPMENT, INC., a Florida corporation, Joint Venture Partner of LEMON BAY GOLF AND COUNTRY CLUB ESTATES JOINT VENTURE, a Florida joint venture, to me well known to be the person described in and who executed the foregoing document, and acknowledged before me that he executed the same freely and voluntarily for the purpose therein expressed.

WITNESS my hand and official seal in the County and State aforesaid this 1st day of May, 1989.

Joyce W. Stewart
Notary Public
My Commission Expires:

Notary Public State of Florida at Large
My Commission Expires May 8 1990
Commission No AA-352638

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STATE OF FLORIDA
COUNTY OF SARASOTA

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgements, L. ALLEN GREER, Joint Venture Partner of LEMON BAY GOLF AND COUNTRY CLUB ESTATES JOINT VENTURE, a Florida joint venture, to me well known to be the person described in and who executed the foregoing document, and acknowledged before me that he executed the same freely and voluntarily for the purpose therein expressed.

WITNESS my hand and official seal in the County and State aforesaid this 1st day of May, 1989.

James W. Stewart
Notary Public
My Commission Expires

Notary Public State of Florida at Large
My Commission Expires May 8 1990
Commission No AA 352638

STATE OF FLORIDA
COUNTY OF SARASOTA

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgements, LAWRENCE L. DODSON, President of DOS DEVELOPMENT II, INC., a Florida corporation, Joint Venture Partner of LEMON BAY GOLF AND COUNTRY CLUB ESTATES JOINT VENTURE, II, a Florida joint venture, to me well known to be the person described in and who executed the foregoing document, and acknowledged before me that he executed the same freely and voluntarily for the purpose therein expressed.

WITNESS my hand and official seal in the County and State aforesaid this 1st day of May, 1989.

James W. Stewart
Notary Public
My Commission Expires

Notary Public State of Florida at Large
My Commission Expires May 8 1990
Commission No AA-352638

STATE OF FLORIDA
COUNTY OF SARASOTA

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgements, L. ALLEN GREER, President of GREER ENTERPRISES, II, INC., a Florida corporation, Joint Venture Partner of LEMON BAY GOLF AND COUNTRY CLUB ESTATES JOINT VENTURE, II, a Florida joint venture, to me well known to be the person described in and who executed the foregoing document, and acknowledged before me that he executed the same freely and voluntarily for the purpose therein expressed.

WITNESS my hand and official seal in the County and State aforesaid this 1st day of May, 1989.

James W. Stewart
Notary Public
My Commission Expires

Notary Public State of Florida at Large
My Commission Expires May 8 1990
Commission No AA-352638

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STATE OF FLORIDA
COUNTY OF SARASOTA

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgements, H. TERRY JACKSON, of BARNETT BANK OF SOUTHWEST FLORIDA, to me well known to be the person described in and who executed the foregoing document, and acknowledged before me that he executed the same freely and voluntarily for the purpose therein expressed.

WITNESS my hand and official seal in the County and State aforesaid this 1st day of May, 1989.

Jayce W. Stewart
Notary Public
My Commission Expires:
Notary Public State of Florida at Large
My Commission Expires May 8 1990
Commission No AA-352638

STATE OF FLORIDA
COUNTY OF SARASOTA

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgements, Douglas M. Mrstik, of NCNB NATIONAL BANK OF FLORIDA, to me well known to be the person described in and who executed the foregoing document, and acknowledged before me that he executed the same freely and voluntarily for the purpose therein expressed.

WITNESS my hand and official seal in the County and State aforesaid this 1st day of May, 1989.

Wm. I. R. Rode
Notary Public
My Commission Expires:
Notary Public, State of Florida
My Commission Expires July 26, 1991
Bonded to the State of Florida

STATE OF FLORIDA
COUNTY OF SARASOTA

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgements, C. GUY BATSEL, as President of LEMON BAY GOLF CLUB, INC., a Florida corporation, to me well known to be the person described in and who executed the foregoing document, and acknowledged before me that he executed the same freely and voluntarily for the purpose therein expressed.

WITNESS my hand and official seal in the County and State aforesaid this 1st day of May, 1989.

Jayce W. Stewart
Notary Public
My Commission Expires:
Notary Public State of Florida at Large
My Commission Expires May 8 1990
Commission No AA-352638

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A parcel of land lying within Sections 21 and 28, Township 41 South, Range 20 East, Charlotte County, Florida, being a portion of Lots 40 and 41 and all of Lot 42, Grove City Company's Subdivision of Section 20 and 21, Township 41 South, Range 20 East, recorded in Plat Book 1, Page 18 and a portion of Lot 1, Ten Acre Farms of the Grove City Land Company's Subdivision of Section 28, Township 41 South, Range 20 East, recorded in Plat Book 1, Page 19 being more particularly described as follows:

Commence at the Northeast corner of said Section 28 (also being the Southeast corner of said Section 21); thence N-89°-33'-55"-W along the Northerly line of said Section 28, a distance of 1369.65 feet to the intersection thereof with the Westerly line of County Road 775 (100' wide); thence continue N-89°-33'-55"-W along said Northerly line, a distance of 1270.50 feet to the Northeast corner of Lot 1 of the aforementioned Ten Acre Farms; thence continue N-89°-33'-55"-W along said Northerly line, a distance of 117.50 feet; thence leaving said Northerly line S-00°-52'-09"-E a distance of 650.00 feet; thence N-89°-33'-55"-W parallel with the said Northerly line, a distance of 230.89 feet to the POINT OF BEGINNING; thence continue N-89°-33'-55"-W parallel with said North line, a distance of 506 feet +/- to the intersection thereof with the mean high water line of Lemon Bay; thence Northerly and Northeasterly along said mean high water line, a distance of 2022 feet +/- to POINT A; thence returning to the aforesaid POINT OF BEGINNING, thence N-16°-24'-05"-W a distance of 164.41 feet; thence N-16°-07'-34"-W a distance of 79.98 feet; thence N-00°-43'-17"-E a distance of 683.57 feet; thence N-16°-06'-01"-E a distance of 444.34 feet; thence N-01°-15'-44"-E a distance of 189.39 feet; thence N-82°-32'-43"-E a distance of 16.00 feet to the PC of a curve to the left having a central angle of 26°-23'-02" and a radius of 78.00 feet; thence along the arc in a Northeasterly direction a distance of 35.92 feet to the PRC of a curve to the right having a central angle of 26°-23'-02" and a radius of 82.00 feet; thence along the arc in a Northeasterly direction a distance of 37.76 feet; thence N-07°-27'-17"-W a distance of 50.00 feet; thence N-08°-59'-00"-W a distance of 175 feet +/- to the aforementioned Point A, thus closing the description. Containing 18 +/- acres.

PHASE I
EXHIBIT "A"

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A parcel of land lying within Section 28, Township 41 South, Range 20 East, Charlotte County, Florida, being a portion of Lots 1, 6, 7, 8, 15 and 16 of Ten Acre Farms of the Grove City Land Company Subdivision of Section 28, Township 41 South, Range 20 East recorded in Plat Book 1, Page 19 of the Public Records of Charlotte County, Florida being more particularly described as follows:

Commence at the Northeast corner of said Section 28; thence N-89°d-33'-55"-W along the Northerly line of said Section 28, a distance of 1369.65 feet to the intersection thereof with the westerly right-of-way line of County Road 775 (100 feet wide); thence continue N-89°d-33'-55"-W along said Northerly line a distance of 1270.50 feet to the Northeast corner of Lot 1 of said Ten Acre Farms; thence continue N-89°d-33'-55"-W along said Northerly line a distance of 117.50 feet; thence S-00°d-52'-09"-E a distance of 650.00 feet; thence N-89°d-33'-55"-W a distance of 230.89 feet to the POINT OF BEGINNING; thence continue N-89°-33'-55"-W a distance of 506 feet +/- to a point hereafter referred to as Point B, said Point B being a point on the mean high water line elevation 0.91 as established on Smally, Wellford & Nalven, Inc. Drawing Index No. G-2142-5002 dated September 10, 1980; thence returning to said POINT OF BEGINNING; thence S-16°-24'-05"-E a distance of 160.92 feet; thence S-04°-37'-39"-W a distance of 264.82 feet; thence S-26°-17'-46"-W a distance of 375.64 feet; thence S-02°-24'-25"-E a distance of 399.21 feet; thence S-30°-32'-43"-E a distance of 188.60 feet; thence S-84°-06'-12"-E a distance of 259.80 feet; thence S-57°-01'-27"-E a distance of 400.38 feet; thence S-34°-18'-46"-E a distance of 200.49 feet; thence S-14°-22'-36"-E a distance of 255.71 feet; thence N-86°-20'-12"-E a distance of 17.92 feet to the PC of a curve to the left having a central angle of 18°-30'-00" and a radius of 375.00 feet; thence along the arc in a Northeasterly direction a distance of 121.08 feet; thence S-02°-07'-01"-W a distance of 202 feet +/- to the aforementioned mean high water line; thence along said mean high water line in a Southwesterly, Northwesterly and Northerly direction a distance of 3570 feet +/- to the aforementioned Point B, thus closing the description. Containing 30 +/- acres.

PHASE II
EXHIBIT "A"

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A portion of Lot 20, Ten Acre Farms of Grove City Land Company's Subdivision of Section 28, Township 41 South, Range 20 East, recorded in Plat Book 4, Page 19 of the Public Records of Charlotte County, Florida described as follows:

Commence at the intersection of the Northerly right-of-way of Esther Street and the Easterly right-of-way of Raymond Street as shown on a Replat of Palm Point recorded in Plat Book 4, Page 33 of said Public Records of Charlotte County, Florida; thence N-00°-50'-27"-E along said Easterly right-of-way of Raymond Street a distance of 25.00 feet to the POINT OF BEGINNING; thence continue N-00°-50'-27"-E along said Easterly line a distance of 1018.60 feet to a point hereafter referred to as Control Point 4; thence continue N-00°-50'-27"-E a distance of 9 feet +/- to the Mean High Water Line as shown on Smally, Wellford & Nalven, Inc. survey dated October 7, 1980 under Project No. 2142, thence along said Mean High Water Line in a Northeasterly direction a distance of 210 feet +/-; thence S-15°-17'-38"-W a distance of 39 feet +/- to a control point, lying N-89°-19'-32"-E a distance of 195.39 feet from said Control Point 4; thence continue S-15°-17'-38"-W a distance of 39.57 feet; thence S-65°-59'-12"-W a distance of 21.97 feet; thence S-88°-13'-15"-W a distance of 76.26 feet; thence S-59°-03'-28"-W a distance of 49.55 feet; thence S-14°-36'-49"-W a distance of 63.99 feet; thence S-01°-10'-09"-W a distance of 362.42 feet; thence S-21°-03'-52"-E a distance of 327.31 feet; thence S-36°-43'-10"-E a distance of 193.59 feet; thence S-00°-00'-50"-E a distance of 85.89 feet to the intersection of the Northerly right-of-way of Esther Street; thence S-89°-59'-10"-W along said Northerly line a distance of 189.52 feet to the PC of a curve to the right having a central angle of 33°-33'-47" and a radius of 50.00 feet; thence Northeasterly along the arc a distance of 29.29 feet to the PRC of a curve to the left having a central angle of 32°-42'-30" and a radius of 100.00 feet; thence Westerly along the arc a distance of 57.09 feet to the POINT OF BEGINNING. Containing 2.6 +/- acres.

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PARCEL B
VILLA, WALKWAY & CANAL AMENITY TRACT
EXHIBIT "A"

A portion of Lots 28 and 29 of Grove City Land Company Subdivision of Section 20 and 21, Township 41 South, Range 20 East recorded in Plat Book 1, Page 18 of the Public Records of Charlotte County, Florida described as follows:

Commence at the Southeast corner of Section 21, Township 41 South, Range 20 East; thence N-89°-33'-55"-W along the Southerly line of said Section 21 a distance of 1369.55 feet to the Westerly right-of-way line of County Road 775, (100 feet wide); thence N-00°-49'-24"-E along said Westerly right-of-way line a distance of 135.34 feet to the POINT OF BEGINNING; thence N-89°-10'-36"-W a distance of 300.00 feet; thence N-00°-49'-24"-E a distance of 880.00 feet to a point hereafter referred to as Control Point 5; thence continue N-00°-49'-24"-E a distance of 5 feet +/- to the Mean High Water Line, elevation 0.91 as shown on Smally, Wellford & Nalven, Inc., Drawing Index No. 2142-5002 dated September 10, 1980; thence in a Northeasterly direction along said Mean High Water Line a distance of 250 feet +/- to the Westerly line of premises taken by Division of Administrations, State of Florida, Department of Transportation and Charlotte County under Case No. 76-23 recorded in O.R. Book 820, Page 532 and O.R. Book 615, Page 31 of the Public Records of Charlotte County, Florida; (the following four courses are along said Westerly line): thence S-00°-49'-24"-W a distance of 35 feet +/- to a control point, said point lying S-88°-22'-01"-E a distance of 250.03 feet from the aforementioned Control point 5; thence continue S-00°-49'-24"-W a distance of 125.00 feet; thence S-06°-18'-06"-E a distance of 403.11 feet; thence S-00°-49'-24"-W a distance of 351.48 feet to the POINT OF BEGINNING. Containing 5.6 +/- acres.

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PARCEL A
COMMERCIAL TRACT
EXHIBIT "A"

GOLF COURSE DESCRIPTION

A tract of land lying in Sections 21 and 28, Township 41 South, Range 20 East, Charlotte County, Florida consisting of Lots 30 and 31 and a portion of Lots 28, 29, 40 and 41 of Grove City Land Company's Subdivision of Section 20 and 21, Township 41 South, Range 20 East recorded in Plat Book 1, Page 11 of the Public Records of Charlotte County, Florida and Lots 2, 3, 9, 12 and a portion of Lots 1, 6, 7, 8, 15, 16 and 20 of Ten Acre Farms of the Grove City Land Company's Subdivision of Section 28, Township 41 South, Range 20 East, recorded in Plat Book 1, Page 19 of said Public Records being more particularly described as follows:

Commence at the Northeast corner of said Section 28; thence N 89°33'55" W along the Northerly line of said Section 28 a distance of 1369.65 feet to a point on the Westerly right-of-way line of County Road 775, (100 feet wide) for the POINT OF BEGINNING; thence S 00°49'18" W along said Westerly right-of-way line a distance of 2758.77 feet to a point hereafter referred to as Control Point 1; thence continue S 00°49'18" W a distance of 200.00 feet to a point hereafter referred to as Control Point 2; thence continue S 00°49'18" W a distance of 1050.00 feet to the Northerly line of premises conveyed by Reba Dunwody to Charlotte County, Florida by Right-of-Way Deed dated June 7, 1957 recorded in O.R. Book 25, Page 446 of the Public Records of Charlotte County, Florida; thence S 89°59'10" W along said Northerly right-of-way a distance of 284.02 feet; thence N 00°00'50" W a distance of 85.89 feet; thence N 36°43'10" W a distance of 193.59 feet; thence N 21°03'52" W a distance of 327.31 feet; thence N 01°10'09" E a distance of 362.42 feet; thence N 14°36'49" E a distance of 63.99 feet; thence N 59°03'28" E a distance of 49.55 feet; thence N 88°13'15" E a distance of 76.26 feet; thence N 65°59'12" E a distance of 21.97 feet; thence N 15°17'38" E a distance of 79 feet +/- to the Mean High Water Line elevation 0.91 as shown on Smally, Wellford & Nalven, Inc. Survey dated September 10, 1980, Drawing Index No. G-2142-5002 and crossing a control point located 39.57 feet from the beginning of this course, said control point lying S 89°19'32" W a distance of 359.74 feet from the aforementioned Control Point 2; thence in an Easterly direction along said Mean High Water Line a distance of 360 +/- feet to the aforementioned Westerly Right-of-Way line of County Road 775; thence N 00°49'18" E along said Westerly right-of-way line a distance of 31.00 feet +/- to its intersection with the aforementioned mean high water line; thence in a Westerly direction along said Mean High Water Line a distance of 350 feet +/-; thence N 02°07'01" E a distance of 12 feet +/- to a control point, said point lying S 87°37'22" W a distance of 367.45 feet from the aforementioned Control Point 1; thence continue N 02°07'01" E a distance of 190.00 feet to a point on a curve to the right of which the radius point lies N 22°09'48" W a radial distance of 375.00 feet; thence along the arc in a Southwesterly direction passing through a central angle of 18°30'00" a distance of 121.08 feet; thence S 86°20'12" W a distance of 17.92 feet; thence N 14°22'36" W a distance of 255.71 feet; thence N 34°18'46" W a distance of 200.49 feet; thence N 57°01'27" W a distance of 400.38 feet; thence N 84°06'12" W a distance of 259.80 feet; thence N 30°32'43" W a distance of 188.60 feet; thence N 02°24'25" W a distance of 399.21 feet; thence N 26°17'46" W a distance of 375.64 feet; thence N 04°37'39" E a distance of 264.82 feet; thence N 16°24'05" W a distance of 325.33 feet; thence N 16°24'05" W a distance of 325.33 feet; thence N 16°07'34" W a distance of 79.98 feet; thence N 00°43'17" E a distance of 683.57 feet; thence N 16°06'01" E a distance of 444.34 feet; thence N 91°16'44" E a distance of 189.39 feet; thence N 82°32'43" E a distance of 16.00 feet to the PC of a curve to the left having a central angle of 26°23'02" and a radius of 78.00 feet; thence along the arc in a Northeasterly direction a distance of 35.92 feet to the PRC of a curve to the right having a central angle of 26°23'02" and a radius of 82.00 feet; thence along the arc in a Northeasterly direction a distance of 37.76 feet; thence N 07°27'17" W a distance of 50.00 feet; thence N 08°59'00" W a distance of 150.00 feet to a point hereafter referred to as Control Point 3; thence continue

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EXHIBIT "A"

N 08°59'00" W a distance of 25 feet +/- to the aforementioned Mean High Water Line; thence in an Easterly direction along said Mean High Water Line a distance of 1580 feet +/-; thence S 00°49'24" W a distance of 15 feet +/- to a Control Point, said point lying S 85°07'01" E a distance of 1206.27 feet from the aforementioned Control Point 3; thence continue S 00°49'24" W a distance of 880.00 feet; thence S 89°10'36" E a distance of 300.00 feet to the aforementioned Westerly right-of-way line of County Road 775; thence S 00°49'24" W along said Westerly right-of-way line a distance of 135.34 feet to the POINT OF BEGINNING. Containing 121.6 +/- acres.

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1115909/April 26, 1989 9:54am

A tract of land passing through Lots 29, 30, 31 and 40 of the Grove City Land Company's Subdivision of Section 20 and 21, Township 41 South, Range 20 East recorded in Plat Book 1, Page 11 of the Public Records of Charlotte County, Florida located in Section 21, Township 41 South, Range 20 East described as follows:

Commence at the Southeast corner of said Section 21; thence N-89°-33'-55"-W along the Southerly line of said Section 21 a distance of 1359.65 feet to its intersection with the Westerly line of County Road 775 (100' wide); thence N-00°-49'-24"-E along said Westerly line a distance of 125.34 feet to the POINT OF BEGINNING; thence N-89°-10'-36"-W a distance of 287.41 feet to the PC of a curve to the right having a central angle of 58°-38'-22" and a radius of 195.00 feet; thence along the arc in a Northwesterly direction a distance of 199.57 feet; thence N-30°-32'-14"-W a distance of 131.94 feet to the PC of a curve to the left having a central angle of 18°-06'-12" and a radius of 200.00 feet; thence along the arc in a Northwesterly direction a distance of 63.19 feet; thence N-48°-38'-26"-W a distance of 60.42 feet to the PC of a curve to the left having a central angle of 62°-48'-54" and a radius of 210.00 feet; thence along the arc in a Westerly direction a distance of 230.23 feet to the PRC of a curve to the right having a central angle of 24°-18'-22" and a radius of 210.00 feet; thence along the arc in a Southwesterly direction a distance of 89.09 feet; thence N-87°-08'-58"-W a distance of 60.00 feet to the PC of a curve to the right having a central angle of 105°-07'-17" and a radius of 105.00 feet; thence along the arc in a Northwesterly and Northeasterly direction a distance of 192.65 feet; thence N-17°-58'-20"-E a distance of 32.27 feet to the PC of a curve to the left having a central angle of 75°-13'-07" and a radius of 125.00 feet; thence along the arc in a Northeasterly and Northwesterly direction a distance of 164.10 feet; thence N-57°-14'-47"-W a distance of 269.74 feet to the PC of a curve to the left having a central angle of 40°-12'-29" and a radius of 125.00 feet; thence along the arc in a Northwesterly and Southwesterly direction a distance of 87.72 feet; thence S-82°-32'-43"-W a distance of 45.09 feet; thence N-07°-27'-17"-W a distance of 50.00 feet; thence N-82°-32'-43"-E a distance of 45.09 feet to the PC of a curve to the right having a central angle of 40°-12'-29" and a radius of 175.00 feet; thence along the arc in a Southeasterly direction a distance of 122.81 feet; thence S-57°-14'-47"-E a distance of 269.74 feet to the PC of a curve to the right having a central angle of 75°-13'-07" and a radius of 175.00 feet; thence along the arc in a Southeasterly and Southwesterly direction a distance of 229.74 feet; thence S-17°-58'-20"-W a distance of 32.27 feet to the PC of a curve to the left having a central angle of 105°-07'-17" and a radius of 55.00 feet; thence along the arc in a Southwesterly and Southeasterly direction a distance of 100.91 feet; thence S-87°-08'-58"-E a distance of 60.00 feet to the PC of a curve to the left having a central angle of 24°-18'-22" and a radius of 160.00 feet; thence along the arc in a Northeasterly direction a distance of 67.88 feet to the PRC of a curve to the right having a central angle of 62°-48'-54" and a radius of 260.00 feet; thence along the arc in a Northeasterly and Southeasterly direction a distance of 285.05 feet; thence S-48°-38'-26"-E a distance of 60.42 feet to the PC of a curve to the right having a central angle of 18°-16'-12" and a radius of 250.00 feet; thence along the arc in a Southeasterly direction a distance of 78.99 feet; thence S-30°-32'-14"-E a distance of 91.19 feet to the PC of a curve to the left having a central angle of 58°-38'-22" and a radius of 155.00 feet; thence along the arc in a Southeasterly direction a distance of 158.64 feet; thence S-89°-10'-36"-E a distance of 300.08 feet to the aforementioned Westerly right-of-way line of County Road 775; thence S-00°-49'-24"-W along said Westerly line a distance of 80.00 feet to the POINT OF BEGINNING. Containing 2.464 acres.

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NORTHERLY ENTRANCE ROADWAY
EXHIBIT "B"

The center line of which is described as follows:

Commence at the Northeast corner of said Section 28; thence N-89°-33'-55"-W along the Northerly line of said Section 28 a distance of 1369.65 feet to a point on the Westerly right-of-way of County Road 775 (100 feet wide); thence S-00°-49'-18"-W along said Westerly line a distance of 1739.66 feet to the POINT OF BEGINNING; thence N-81°-37'-35"-W a distance of 213.52 feet; thence N-63°-39'-49"-W a distance of 47.26 feet; thence N-51°-42'-02"-W a distance of 49.93 feet; thence N-42°-00'-32"-W a distance of 58.88 feet; thence N-60°-18'-41"-W a distance of 53.80 feet; thence N-71°-53'-45"-W a distance of 147.88 feet; thence N-81°-50'-30"-W a distance of 45.27 feet; thence N-72°-08'-12"-W a distance of 87.10 feet; thence N-50°-06'-14"-W a distance of 81.26 feet; thence N-45°-13'-19"-W a distance of 116.11 feet; thence N-55°-40'-11"-W a distance of 177.94 feet; thence N-37°-37'-18"-W a distance of 163.64 feet; thence N-27°-01'-27"-W a distance of 26.16 feet; thence N-46°-13'-05"-W a distance of 33.71 feet; thence N-60°-26'-35"-W a distance of 79.67 feet; thence N-56°-53'-12"-W a distance of 146.23 feet; thence N-31°-30'-49"-W a distance of 64.28 feet; thence N-48°-07'-02"-W a distance of 156.27 feet; thence N-03°-07'-02"-W a distance of 95.00 feet; thence N-62°-07'-54"-W a distance of 175.76 feet; thence S-76°-41'-36"-W a distance of 5.48 feet to the POINT OF TERMINATION.

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CENTERLINE OF SEWAGE SYSTEM EASEMENT

EXHIBIT "B"

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A 50 foot wide strip of land located in Section 28, Township 41 South, Range 20 East, Charlotte County, Florida, the center line of which is described as follows:

Commence at the Northeast corner of said Section 28; thence N-89°-33'-55"-W along the Northerly line of said Section 28, a distance of 1369.65 feet to a point on the Westerly right-of-way of County Road 775 (100 feet wide); thence S-00°-49'-18"-W along said westerly line a distance of 2206.28 feet to the POINT OF BEGINNING; thence S-76°-49'-18"-W a distance of 90.57 feet to the P.C. of a curve to the left having a central angle of 76°-34'-06" and a radius of 130.00 feet; thence along the arc in a southwesterly direction a distance of 160.11 feet; thence S-06°-15'-12"-W a distance of 146.24 feet to the P.C. of a curve to the right having a central angle of 51°-35'-00" and a radius of 105.00 feet; thence along the arc in a southwesterly direction a distance of 112.86 feet; thence S-67°-50'-12"-W a distance of 108.60 feet to the POINT OF TERMINATION.

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SOUTHERLY ENTRANCE ROADWAY
EXHIBIT "B"

EXHIBIT "B"

AFFIDAVIT OF DIRECTOR

STATE OF FLORIDA
COUNTY OF CHARLOTTE

BEFORE ME, the undersigned authority, personally appeared the undersigned, who after being duly sworn, deposes and says:

That I am a member of the Board of Directors (the "Board") of Eagle Preserve Community Association, Inc., a Florida non-profit corporation (the "Association") and that the Board did cause the following documents:

1. Notice of Special Meeting of Board of Directors to Consider Preservation of Covenants for Eagle Preserve Estates
2. Statement of Marketable Title Action pursuant to Fla. Stat. § 712.06

to be mailed or hand-delivered in accordance Fla. Stat. §§712.05, 712.06 to the members of the Association in connection with the preservation of restrictions affecting the lands comprising the subdivision known as Eagle Preserve Estates; and that the recording of a Notice of Preservation of the Declaration of Restrictions for Eagle Preserve Estates was approved by at least two-thirds of the members of the Board of directors of the Association in accordance Fla. Stat. §712.05.

WITNESSES:

[Signature]
Print: J. H. CATUM

[Signature]
Print: LARENE DICKWORTH

AFFIANT:

[Signature]
Print Name: JOHN STAWWIX
Director

The foregoing instrument w sworn to and subscribed before me this 13TH day of February 2016 by John Stawwix, a member of the board of directors of Eagle Preserve Community Association, Inc. He/she is personally known to me or has produced _____ as identification:



BRENDA D. HIMMELHAVER
MY COMMISSION # FF 922117
EXPIRES: January 24, 2020
Bonded Thru Budget Notary Services

[Signature]
BRENDA D. HIMMELHAVER Printed Name
Notary Public, State of Florida