

Coach Homes I at Treviso Bay Condominium Association, Inc.

***This will be a phased condominium with 29 phases
comprising the condominium. Building 4 through
Building 32.***

This condominium has been submitted to the State of Florida for approval. These are the original filing documents. Any changes that are made to these documents will be provided to you.

Upon approval by the State, all declarations will be recorded and a revised disc will be sent to you with all of the updated information.

Date of this printing: February 2, 2012

COACH HOMES I AT TREVISO BAY, A PHASE CONDOMINIUM

PROSPECTUS

**THIS PROSPECTUS CONTAINS IMPORTANT MATTERS TO BE CONSIDERED IN
ACQUIRING A CONDOMINIUM UNIT.**

**THE STATEMENTS CONTAINED HEREIN ARE ONLY SUMMARY IN NATURE. A
PROSPECTIVE PURCHASER SHOULD REFER TO ALL REFERENCES, ALL
EXHIBITS HERETO, THE CONTRACT DOCUMENTS, AND SALES MATERIALS.**

**ORAL REPRESENTATIONS CANNOT BE RELIED UPON AS CORRECTLY
STATING THE REPRESENTATIONS OF DEVELOPER. REFER TO THIS
PROSPECTUS AND ITS EXHIBITS FOR CORRECT REPRESENTATIONS.**

SUMMARY

- 1. THIS IS A PHASE CONDOMINIUM. ADDITIONAL LAND OR UNITS MAY BE ADDED TO THIS CONDOMINIUM.**
- 2. BUILDINGS AND UNITS WHICH ARE ADDED TO THE CONDOMINIUM MAY BE SUBSTANTIALLY DIFFERENT FROM THE OTHER BUILDINGS IN THE CONDOMINIUM.**
- 3. THE CONDOMINIUM IS CREATED AND UNITS ARE BEING SOLD AS FEE SIMPLE INTERESTS.**
- 4. THERE IS A GOLF CLUB MEMBERSHIP ASSOCIATED WITH THIS CONDOMINIUM. MEMBERSHIP IN THE GOLF CLUB, WHICH MAINTAINS COMMONLY USED FACILITIES FOR THE GOLF CLUB, IS MANDATORY FOR UNIT OWNERS.**
- 5. UNIT OWNERS ARE REQUIRED TO PAY THEIR SHARE OF THE COSTS AND EXPENSES OF MAINTENANCE, MANAGEMENT, UPKEEP, AND REPLACEMENT OF THE COMMONLY USED FACILITIES MAINTAINED BY THE GOLF CLUB PURSUANT TO THE GOLF CLUB DECLARATION.**
- 6. THERE IS A LIEN OR LIEN RIGHT AGAINST EACH UNIT TO SECURE THE PAYMENT OF ASSESSMENTS OR OTHER EXACTIONS COMING DUE FOR THE USE, MAINTENANCE, UPKEEP OR REPAIR OF THE RECREATIONAL OR COMMONLY USED FACILITIES WITHIN THE GOLF CLUB. THE UNIT OWNER'S FAILURE TO MAKE THESE PAYMENTS MAY RESULT IN FORECLOSURE OF THE LIEN.**
- 7. THERE IS A MASTER ASSOCIATION MEMBERSHIP ASSOCIATED WITH THIS CONDOMINIUM. MEMBERSHIP IN THE MASTER ASSOCIATION, WHICH MAINTAINS RECREATIONAL, IF ANY, AND OTHER COMMONLY USED FACILITIES FOR THE MASTER COMMUNITY PURSUANT TO THE MASTER DECLARATION, IS MANDATORY FOR ALL UNIT OWNERS.**
- 8. UNIT OWNERS ARE REQUIRED TO PAY THEIR SHARE OF THE COSTS AND EXPENSES OF MAINTENANCE, MANAGEMENT, UPKEEP, AND REPLACEMENT OF THE COMMONLY USED FACILITIES MAINTAINED BY THE MASTER ASSOCIATION PURSUANT TO THE MASTER DECLARATION.**
- 9. THERE IS A LIEN OR LIEN RIGHT AGAINST EACH UNIT TO SECURE THE PAYMENT OF ASSESSMENTS OR OTHER EXACTIONS COMING DUE FOR THE USE, MAINTENANCE, UPKEEP, OR REPAIR OF THE RECREATIONAL, IF ANY, AND OTHER COMMONLY USED FACILITIES. THE UNIT**

OWNER'S FAILURE TO MAKE THESE PAYMENTS MAY RESULT IN FORECLOSURE OF THE LIEN.

- 10. RECREATIONAL FACILITIES MAY BE EXPANDED OR ADDED WITHOUT CONSENT OF UNIT OWNERS OR THE ASSOCIATION.**
- 11. THERE IS TO BE A CONTRACT FOR THE MANAGEMENT OF THE CONDOMINIUM PROPERTY. A MANAGEMENT COMPANY HAS NOT BEEN SELECTED FOR THE CONDOMINIUM PROPERTY AT THIS TIME.**
- 12. THE SALE, LEASE, OR TRANSFER OF UNITS IS RESTRICTED OR CONTROLLED.**
- 13. FIGURES CONTAINED IN ANY BUDGET DELIVERED TO THE BUYER PREPARED IN ACCORDANCE WITH THE CONDOMINIUM ACT ARE ESTIMATES ONLY AND REPRESENT AN APPROXIMATION OF FUTURE EXPENSES BASED ON FACTS AND CIRCUMSTANCES EXISTING AT THE TIME OF THE PREPARATION OF THE BUDGET BY THE DEVELOPER. ACTUAL COSTS OF SUCH ITEMS MAY EXCEED THE ESTIMATED COSTS. SUCH CHANGES IN COST DO NOT CONSTITUTE A MATERIAL ADVERSE CHANGE IN THE OFFERING.**
- 14. DEVELOPER HAS THE RIGHT TO RETAIN CONTROL OF THE CONDOMINIUM ASSOCIATION AFTER A MAJORITY OF THE UNITS HAVE BEEN SOLD.**
- 15. THE UNITS MAY BE TRANSFERRED SUBJECT TO A LEASE.**

PROSPECTUS

COACH HOMES I AT TREVISO BAY, A PHASE CONDOMINIUM

INDEX OF CONTENTS AND EXHIBITS

1.	Name and Location	1
2.	Description of Condominium Property.....	1
2.1.	Units.....	1
2.2.	Unit Types.....	1
2.3.	Copy of Plot Plan and Survey.....	2
2.4.	Phase Condominium.	2
2.5.	Description of Phases.....	2
2.6.	Recreational and Other Commonly Used Facilities.....	5
2.7.	Reciprocal Use and Cost Sharing Agreement for Pool and Recreational Facilities.	5
2.8.	Parking Spaces	5
2.9.	Other Improvements	5
2.10.	Completion Date	6
2.11.	Maximum Number of Units.....	6
2.12.	Personal Property	6
3.	Fee Simple Units.....	6
4.	Trevi Bay Golf Club.....	6
4.1.	Golf Club Commonly Used Facilities.....	6
4.2.	Use and Maintenance of Golf Club Facilities.....	6
4.3.	Completion Dates.....	7
4.4.	No Recreation Lease.	7
4.5.	Right to Alter.	7
4.6.	Golf Club.	7
5.	Trevi Bay Master Community.	8
5.1.	Generally	8
5.2.	Master Community Features.....	8
5.3.	Right to Expand	9
5.4.	Master Community Commonly Used Facilities	9
5.5.	Use and Maintenance of Association Facilities.....	10
5.6.	Completion Dates.....	10
5.7.	No Recreation Lease	10
5.8.	Right to Alter	10
6.	Management Agreements.	11
6.1.	Association.....	11
6.2.	Golf Club	11
6.3.	Master Association.....	11

6.4.	Restrictions	11
6.5.	Minors.....	11
6.6.	Pets.....	11
6.7.	Use Restrictions	12
6.8.	Leasing.....	12
7.	Utilities and Services.	12
7.1.	Water and Sewer.....	12
7.2.	Storm Drainage.....	12
7.3.	Electricity.....	12
7.4.	Hot Water.....	12
7.5.	Telephone Service.....	12
7.6.	Waste Disposal.....	12
7.7.	Cable Service	13
8.	Apportionment of Common Expenses and Ownership of Common Elements.	13
8.1.	Association Expenses.....	13
8.2.	Golf Club Expenses	13
8.3.	Master Association Expenses	13
9.	Budgets	13
10.	Payment of Assessments.....	13
11.	Control of Association by Developer.	14
12.	Leasing of Developer Owned Units.....	14
13.	Mortgage Financing Expenses.....	14
13.1.	Mortgagee Title Insurance	14
13.2.	Real Estate Taxes.....	14
13.3.	Loan Fees.....	14
13.4.	Title Insurance, Mortgage Loan and Closing Costs.....	15
13.5.	Reimbursement	16
14.	Developer and Evidence of Ownership	16
15.	Builder's Fee and Initial Contributions.....	16
16.	Rookery Bay National Estuary..	16
17.	Contracts to be Assigned by Developer.....	16
18.	Maintenance Agreements.....	17
19.	Escrow Agent.....	17
20.	Plans and Specifications	17

21.	Architectural Control	18
22.	General	18

Section 2 Declaration of Condominium for Coach Homes I at Treviso Bay

- Exhibit 1- Legal Description
- Exhibit 2- Plot Plan, Floor Plan, Building Plan and Surveyor's Certificate
- Exhibit 3- Articles of Incorporation of Coach Homes I at Treviso Bay
Condominium Association, Inc.
- Exhibit 4- By-Laws of Coach Homes I at Treviso Bay Condominium
Association, Inc. and Rules and Regulations

Section 3 Declaration of Covenants, Conditions and Restrictions for Treviso Bay
Golf Club

Section 4 Amended and Restated Declaration of Covenants, Conditions and
Restrictions for Treviso Bay

Section 5 Estimated Operating Budget for Coach Homes I at Treviso Bay
Condominium Association, Inc.

Section 6 Estimated Operating Budget for Treviso Bay Golf Club, Inc.

Section 7 Estimated Operating Budget for Treviso Bay Property Owners Master
Association, Inc.

Section 8 Receipt for Condominium Documents

Section 9 Form of Purchase and Sale Agreement

Section 10 Ownership Affidavit of Lennar Homes, LLC

Section 11 Executed Escrow Agreement

Section 12 CDD Brochure

Section 13 Frequently Asked Questions and Answers Sheet

PROSPECTUS FOR
COACH HOMES I AT TREVISO BAY, A PHASE CONDOMINIUM

1. **Name and Location.** The name of the Condominium is Coach Homes I at Treviso Bay, a Phase Condominium (the “**Condominium**”). The Condominium is located at Napoli Court, Napoli Lane and Prima Way in Naples, Collier County, Florida within Treviso Bay (the “**Master Community**”). Coach Homes I at Treviso Bay Condominium Association, Inc., a Florida corporation not-for-profit (“**Association**”), is responsible for the operation and management of the Condominium. Lennar Homes, LLC a Florida limited liability company (“**Developer**”) is or will be the owner of the unsold units in the Condominium which are being offered for sale pursuant to this Prospectus. Except as otherwise provided in this Prospectus, any initially capitalized terms not defined herein shall have the meanings set forth in the Declaration of Condominium for Coach Homes I at Treviso Bay, A Phase Condominium (the “**Declaration of Condominium**”).

2. **Description of Condominium Property.**

2.1. **Units.** The Condominium is being developed in twenty-nine (29) phases (individually a “Phase”) pursuant to Section 718.403 of the Florida Condominium Act, Chapter 718 of the Florida Statutes (the “Act”). If all twenty-nine (29) Phases are submitted, the total number of residential units in the Condominium Buildings will be One Hundred Sixteen (116) units; Phases 1 through 29 shall each consist of one (1) building with each building containing four (4) units. The Developer does not commit to adding any additional phases. The floor plans and unit sizes are depicted and shown on attached Exhibit 2 to the Condominium Declaration.

2.2. **Unit Types.** The following table provides a breakdown of the type and number of residential units in the Condominium Buildings.

PLAN A LEFT HAND / A RIGHT HAND – 3 Bedroom/2 Bath unit consisting of approximately 1869 square feet of living space, approximately 376 square feet in the garage, as well as a lanai consisting of approximately 227 square feet, for a total of 2472 square feet.

PLAN B LEFT HAND/ B RIGHT HAND - 3 Bedroom/2 Bath unit consisting of approximately 2193 square feet of living space on the second floor, approximately 547 square feet of space on the first floor including entry and garage, as well as a lanai consisting of approximately 227 square feet, for a total of 2961 square feet.

Building #	Plan	Unit Numbers
4 to 32	A LEFT HAND	4101, 5101, 6101, 7101, 8101, 9101, 10101, 11101, 12101, 13101, 14101, 15101, 16101, 17101, 18101, 19101, 20101, 21101, 22101, 23101, 24101, 25101, 26101, 27101, 28101, 29101, 30101, 31101, 32101
4 to 32	A RIGHT HAND	4102, 5102, 6102, 7102, 8102, 9102, 10102, 11102, 12102, 13102, 14102, 15102, 16102,

		17102, 18102, 19102, 20102, 21102, 22102, 23102, 24102, 25102, 26102, 27102, 28102, 29102, 30102, 31102, 32102
4 to 32	B LEFT HAND	4202, 5202, 6202, 7202, 8202, 9202, 10202, 11202, 12202, 13202, 14202, 15202, 1622, 17202, 18202, 19202, 20202, 21202, 22202, 23202, 24202, 25202, 26202, 27202, 28202, 29202, 30202, 31202, 32202
4 to 32	B RIGHT HAND	4202, 5202, 6202, 7202, 8202, 9202, 10202, 11202, 12202, 13202, 14202, 15202, 16202, 17202, 18202, 19202, 20202, 21202, 22202, 23202, 24202, 25202, 26202, 27202, 28202, 29202, 30202, 31202, 32202

2.3. **Copy of Plot Plan and Survey.** The Condominium plot plans, floor plans, building plans, unit floor plans and surveyor's certificate are attached as Exhibit 2 to the Declaration of Condominium, which is attached as Section 2 to this Prospectus.

2.4. **Phase Condominium.** Phase 1 shall consist only of the real property described as Phase 1 in Exhibit 1 to the Declaration of Condominium for Coach Homes I at Treviso Bay (the "Declaration of Condominium") and as graphically described in Exhibit 2 to the Declaration of Condominium. Additional Phases may be added to the Condominium. Such Phases, if constructed, will be located within the real property described in Exhibits 1 & 2 of the Declaration of Condominium which are as graphically depicted on Exhibit 2 to the Declaration of Condominium. Exhibits 1 & 2 together contain legal descriptions of the land upon which each Phase may be constructed. Developer may make nonmaterial changes in the legal description of each Phase. Exhibit 2 of the Condominium Declaration are plot plans which show the approximate locations of all proposed Condominium Buildings and improvements that may ultimately be included within the Condominium. The plot plans may be modified by Developer as to Unit or Condominium Building types as set forth in Section 2 of this Prospectus. The Declaration of Condominium shall only affect the Land described in Phase 1 on Exhibit 1 hereof and shall have no effect on any portion of the real property described in Exhibits 1 and 2 hereof until such real property is made subject to the Declaration of Condominium by an amendment adding a Phase.

THIS IS A PHASE CONDOMINIUM. ADDITIONAL LAND OR UNITS MAY BE ADDED TO THIS CONDOMINIUM.

BUILDINGS AND UNITS WHICH ARE ADDED TO THE CONDOMINIUM MAY BE SUBSTANTIALLY DIFFERENT FROM THE OTHER BUILDINGS IN THE CONDOMINIUM.

See the proposed Declaration of Condominium attached to this Prospectus.

2.5. **Description of Phases.** Each Phase which is added to the Condominium shall contain the following:

Phase Number	Minimum/Maximum Number of Buildings	Minimum/Maximum Number of Units	Minimum/Maximum Number of Units in Square Feet
Phase 1	1/1	4/4	2,472/2,961 - See Section 2.2 above
Phase 2	1/1	4/4	2,472/2,961 - See Section 2.2 above
Phase 3	1/1	4/4	2,472/2,961 - See Section 2.2 above
Phase 4	1/1	4/4	2,472/2,961 - See Section 2.2 above
Phase 5	1/1	4/4	2,472/2,961 - See Section 2.2 above
Phase 6	1/1	4/4	2,472/2,961 - See Section 2.2 above
Phase 7	1/1	4/4	2,472/2,961 - See Section 2.2 above
Phase 8	1/1	4/4	2,471/2,961 - See Section 2.2 above
Phase 9	1/1	4/4	2,471/2,961 - See Section 2.2 above
Phase 10	1/1	4/4	2,471/2,961 - See Section 2.2 above
Phase 11	1/1	4/4	2,471/2,961 - See Section 2.2 above
Phase 12	1/1	4/4	2,471/2,961 - See Section 2.2 above
Phase 13	1/1	4/4	2,471/2,961 - See Section 2.2 above
Phase 14	1/1	4/4	2,471/2,961 - See Section 2.2 above
Phase 15	1/1	4/4	2,471/2,961 - See

			Section 2.2 above
Phase 16	1/1	4/4	2,471/2,961 - See Section 2.2 above
Phase 17	1/1	4/4	2,471/2,961 - See Section 2.2 above
Phase 18	1/1	4/4	2,471/2,961 - See Section 2.2 above
Phase 19	1/1	4/4	2,471/2,961 - See Section 2.2 above
Phase 20	1/1	4/4	2,471/2,961 - See Section 2.2 above
Phase 21	1/1	4/4	2,471/2,961 - See Section 2.2 above
Phase 22	1/1	4/4	2,471/2,961 - See Section 2.2 above
Phase 23	1/1	4/4	2,471/2,961 - See Section 2.2 above
Phase 24	1/1	4/4	2,471/2,961 - See Section 2.2 above
Phase 25	1/1	4/4	2,471/2,961 - See Section 2.2 above
Phase 26	1/1	4/4	2,471/2,961 - See Section 2.2 above
Phase 27	1/1	4/4	2,471/2,961 - See Section 2.2 above
Phase 28	1/1	4/4	2,471/2,961 - See Section 2.2 above
Phase 29	1/1	4/4	2,471/2,961 - See Section 2.2 above
Phase 30	1/1	4/4	2,471/2,961 - See Section 2.2 above

Phase 31	1/1	4/4	2,471/2,961 - See Section 2.2 above
Phase 32	1/1	4/4	2,471/2,961 - See Section 2.2 above

2.6. **Recreational and Other Commonly Used Facilities.** There are no recreational facilities proposed to be located within the Condominium Property.

2.7. **Reciprocal Use and Cost Sharing Agreement for Pool and Recreational Facilities.** The lands set forth in Exhibit 1 which are designated as and intended to be created as Phases 1 through 29 of this Condominium, were previously designated by Taylor Morrison of Florida, Inc., and intended to be created as part of Di Napoli, a Condominium, according to the Declaration of Condominium recorded in Official Records Book 4334, Page 2484 et seq., in the Public Records of Collier County, Florida. Section 6.3 of the Declaration of Condominium of Di Napoli contemplated that the pool and related recreational facilities described as Phase 32 of Di Napoli were intended to either be submitted as Phase 32 or conveyed to the Di Napoli Condominium Association, Inc. The Di Napoli Condominium Association, Inc. may desire to enter into a Reciprocal Use and Cost Sharing Agreement with Coach Homes I at Treviso Bay Condominium Association, Inc. ("Association") and/or the Treviso Bay Property Owners Master Association, Inc. ("Master Association") for the purpose of sharing the use and the expenses associated with the pool and related recreational facilities. Lennar Homes, LLC ("Developer") is desirous of providing to its Unit Owners coequal use and access to this pool and these related recreational facilities. Lennar Homes, LLC, Coach Homes I at Treviso Bay Condominium Association, Inc., Di Napoli Condominium Association, Inc., and/or Treviso Bay Property Owners Master Association, Inc. have not finalized the terms of any Reciprocal Use and Cost Sharing Agreement but may enter into such an agreement prior to the recording of this Declaration. Developer and Association, on their behalf and on behalf of all Unit Owners (each of whom hereby consents to appoint the Developer and Association as their attorney-in-fact to enter into such agreements) and understanding that, each shall have the right to enter into a Reciprocal Use and Cost Sharing Agreement with the Di Napoli Condominium Association, Inc. and/or the Master Association to share expenses and access for the use of the pool and other recreational facilities which are located on and described as Phase 32 of Di Napoli.

2.8. **Parking Spaces.** Each unit is provided with a two-car garage, which garage is a limited common element assigned to each unit.

2.9. **Other Improvements.** The balance of the Condominium consists of the ground supporting the Condominium Buildings, the entryways to the Condominium Buildings, walkways, parking areas and landscaped areas. The Condominium includes the land and the personal property that are subject to condominium ownership under the Declaration of Condominium, all improvements on the land, and all easements and rights appurtenant thereto intended for use in connection with the Condominium. The entire site of the Condominium is graphically represented by the plot plans, floor plans, building plans and surveyor's certificate attached as Exhibit 2 to the Declaration of Condominium, which is Section 2 to this Prospectus,

which shows the related locations and dimensions of the various improvements in the Condominium. The roadways that serve the Condominium are not Common Elements of the Condominium and are maintained by the Master Association, as defined and described in Section 5 of this Prospectus text.

2.10. **Completion Date.** It is estimated that the improvements of the Condominium will be substantially completed, finished, equipped and completed by December of 2016. The foregoing time limit is subject, however, to extensions for any construction delays caused by any factors beyond the reasonable control of the Developer, including, but not limited to, the inability to obtain materials at reasonable prices and governmental delays in providing required permits. The Developer, provided the Developer is the owner of all of the Units in the Condominium, will have the right, without the vote or consent of the Condominium Association or Unit Owners, to change all or any part of the front, rear or side elevations of the Condominium Buildings, and in connection with any change, Developer will comply with all laws, ordinances and regulations of all governmental authorities having jurisdiction.

2.11. **Maximum Number of Units.** If all phases are submitted, the maximum number of Units within the Condominium is one hundred sixteen (116) units.

2.12. **Personal Property.** Developer intends to expend a minimum of \$1,000.00 to provide certain personal property in and around the Condominium (to be selected in the sole discretion of Developer).

3. **Fee Simple Units**

THE CONDOMINIUM IS CREATED AND UNITS ARE BEING SOLD AS FEE SIMPLE INTERESTS.

4. **Treviso Bay Golf Club.** All initially capitalized terms in this Article 4 (or elsewhere in this Prospectus when issues pertaining to the Golf club are addressed) which are not defined in this Prospectus shall have the meanings set forth in the Declaration for Treviso Bay Club (“Golf Club **Declaration**”), attached to this Prospectus as Section 3.

4.1. **Golf Club Commonly Used Facilities.** The Golf Club will contain a variety of amenities including an 18-hole golf course; a golf pro shop and golf cart facilities.

Description of Amenity	Location of Amenity	Approximate area, capacity, number, volume or size of the amenity
18 hole golf course	Treviso Bay Boulevard	130 acres
Temporary Golf Pro Shop	Treviso Bay Boulevard	1,440 square feet

4.2. **Use and Maintenance of Golf Club Facilities.** Such golf club facilities are intended for the non-exclusive use of the Golf Club Members and will be maintained by the Golf

Club as more particularly described in the Golf Club Declaration, which is attached as Exhibit 3 to this Prospectus.

4.3. **Completion Dates.** The 18 hole golf course, the temporary golf pro shop and the temporary golf cart facilities are fully operational. Upon completion of the Master Association Clubhouse, the golf pro shop and golf cart facilities will be located within the Clubhouse area and the temporary golf pro shop and temporary golf cart facilities will be removed. The estimated completion date of the Clubhouse is late 2015.

4.4. **No Recreation Lease.** There is no recreation lease associated with the Golf Club or Condominium.

4.5. **Right to Alter.** Developer has the right, without the consent of the Members of the Golf Club or the Owners within the Association, to expand, add, alter or change the facilities included in the construction of additional facilities and/or removal or modification thereof. See the Golf Club Declaration, attached to this Prospectus as Exhibit 3.

**RECREATIONAL FACILITIES MAY BE EXPANDED OR
ADDED WITHOUT CONSENT OF UNITS OWNERS OR
THE ASSOCIATION.**

4.6. **Golf Club.** Each Unit Owner in this Condominium automatically becomes a member of the Treviso Bay Golf Club, Inc., a Florida not-for-profit corporation (the "Golf Club"), which was created to be responsible for the maintenance and operation of the Golf Club Common Areas that include, but are not limited to the golf course, golf pro shop and golf cart storage facilities within the entire Treviso Bay development. Each Golf Club member has the rights, privileges and obligations of membership set forth in the Golf Club Declaration and in the Articles of Incorporation and Bylaws of the Golf Club. The Golf Club Declaration is attached as Exhibit 3 to this Prospectus.

**THERE IS A GOLF CLUB MEMBERSHIP ASSOCIATED WITH THIS
CONDOMINIUM. MEMBERSHIP IN THE GOLF CLUB, WHICH
MAINTAINS COMMONLY USED FACILITIES FOR THE GOLF CLUB,
IS MANDATORY FOR UNIT OWNERS.**

See the Golf Club Declaration, which is attached as Exhibit 3 to this Prospectus.

**UNIT OWNERS ARE REQUIRED TO PAY THEIR SHARE OF THE
COSTS AND EXPENSES OF MAINTENANCE, MANAGEMENT,
UPKEEP, AND REPLACEMENT OF THE COMMONLY USED
FACILITIES MAINTAINED BY THE GOLF CLUB PURSUANT TO THE
GOLF CLUB DECLARATION.**

See the Golf Club Declaration, which is attached as Exhibit 3 to this Prospectus.

**THERE IS A LIEN OR LIEN RIGHT AGAINST EACH UNIT TO
SECURE THE PAYMENT OF ASSESSMENTS OR OTHER EXACTIONS**

**COMING DUE FOR THE USE, MAINTENANCE, UPKEEP OR REPAIR
OF THE RECREATIONAL OR COMMONLY USED FACILITIES
WITHIN THE GOLF CLUB. THE UNIT OWNER'S FAILURE TO MAKE
THESE PAYMENTS MAY RESULT IN FORECLOSURE OF THE LIEN.**

See the Golf Club Declaration, which is attached as Exhibit 3 to this Prospectus.

5. **Treviso Bay Master Community.** All initially capitalized terms in this Article 5 (or elsewhere in this Prospectus when issues pertaining to the Master or Community are addressed) which are not defined in this Prospectus shall have the meanings set forth in the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Treviso Bay (the "Master Declaration") attached to this Prospectus as Exhibit 3 and recorded in Official Records Book _____, at Page _____, et seq., of the Public Records of Collier County, Florida.

5.1. **Generally.** The Treviso Bay Community is expected or anticipated to consist of approximately 1,400 residential units. The Condominium is situated within the Treviso Bay Community which also encompasses other condominiums. Developer has not commenced the development of all of the parcels within the Treviso Bay Community. Developer reserves the unilateral right to increase the number of units within Treviso Bay and to change the type and number of improvements to be built in the balance of the Treviso Bay Community. It is also possible that Developer will elect not to build any more condominium units in the Treviso Bay Community. Subject to the applicable zoning ordinances and the Master Declaration, Developer will have the right to develop the Treviso Bay Community with any type of improvement, structure and use. Developer is not required to and may not build all improvements which are authorized by site plan attached to the Master Declaration and Developer reserves the right to decrease the total number of Units in the Treviso Bay Community.

5.2. **Master Community Features.** The Treviso Bay Community may contain landscaping, private roadways, entry features, swales and berms, pedestrian paths, irrigation systems, recreation areas, various items of personal property, and other commonly used facilities which are (i) owned or to be owned by Treviso Bay Property Owners Master Association, Inc. (The "Master Association"), or (ii) to be maintained by the Master Association whether or not title thereto is vested in the Master Association. The Master Association manages, maintains, and/or owns or will own, the Common Areas. The cost of maintaining shared Common Areas and facilities described in this Prospectus and the Master Declaration is shared by owners of all Units within the Treviso Bay Community. Owners of all Units in the Treviso Bay Community and/or their tenants are entitled to share the use of the Common Areas with owners of Units in this Condominium; provided, however, some Common Areas are restricted to the use of a single unit or to units from a particular condominium.

**THERE IS A MASTER ASSOCIATION MEMBERSHIP ASSOCIATED
WITH THIS CONDOMINIUM. MEMBERSHIP IN THE MASTER
ASSOCIATION, WHICH MAINTAINS RECREATIONAL, IF ANY, AND
OTHER COMMONLY USED FACILITIES FOR THE MASTER
COMMUNITY PURSUANT TO THE MASTER DECLARATION IS
MANDATORY FOR UNIT OWNERS.**

See the Master Declaration, which is attached as Section 4 to this Prospectus.

UNIT OWNERS ARE REQUIRED TO PAY THEIR SHARE OF THE COSTS AND EXPENSES OF MAINTENANCE, MANAGEMENT, UPKEEP, AND REPLACEMENT OF THE COMMONLY USED FACILITIES MAINTAINED BY THE MASTER ASSOCIATION PURSUANT TO THE MASTER DECLARATION.

See the Master Declaration, which is attached as Section 4 to this Prospectus.

THERE IS A LIEN OR LIEN RIGHT AGAINST EACH UNIT TO SECURE THE PAYMENT OF ASSESSMENTS OR OTHER EXACTIONS COMING DUE FOR THE USE, MAINTENANCE, UPKEEP OR REPAIR OF THE RECREATIONAL, IF ANY AND OTHER COMMONLY USED FACILITIES. THE UNIT OWNER'S FAILURE TO MAKE THESE PAYMENTS MAY RESULT IN FORECLOSURE OF THE LIEN.

See the Master Declaration, which is attached as Section 4 to this Prospectus.

5.3. **Right to Expand.** The Developer under the Master Declaration has the right, without the consent of the Master Association or the Owners within the Master Community, to add or withdraw property subject to the Master Declaration. Further, the Developer under the Master Declaration may, but is not obligated to, offer recreational facilities and other facilities within the Master Community.

RECREATIONAL FACILITIES MAY BE EXPANDED OR ADDED WITHOUT CONSENT OF UNIT OWNERS OR THE ASSOCIATION.

See the Master Declaration, which is attached as Section 4 to this Prospectus.

5.4. **Master Community Commonly Used Facilities.** The Master Association will contain a variety of amenities including a clubhouse building and related improvements anticipated to contain approximately 30,000 square feet which will include a space for a golf pro shop, golf cart facilities, a restaurant, lounge, kitchen, men's and women's locker rooms, offices and restrooms. There will also be a Sports Center, which will contain a fitness center, salon and spa, offices, aerobics room, men's and women's rest rooms, a utility room and a tennis pro shop. There will also be six swimming pools consisting of one heated swimming pool located at the sports center, having an approximate size of 2,000 square feet, and an approximate depth of 3' at the shallow end and 5' at the deepest point, and a capacity of approximately 54 people with a surrounding perimeter deck with an estimated capacity of 40 people and five additional heated pools in various locations throughout the Treviso Bay Community, each approximately 900 square feet and a capacity of approximately 30 people surrounded by a deck which will accommodate approximately 20 people at any one time; a spa located at the sports center having an approximate size of 80 square feet with an estimated capacity of 7 people; and five clay-surface tennis courts, fenced and lighted.

Description of Amenity	Location of Amenity	Approximate area, capacity, number, volume of size of the amenity
Clubhouse	Treviso Bay Boulevard	Not yet designed, but will contain approximately 30,000 square feet
Sports Center Women's Restroom Men's Restroom Utility Room Tennis Pro Shop Fitness Center Salon & Spa Offices Aerobics Room	Treviso Bay Boulevard	300 square feet 300 square feet 200 square feet 850 square feet 2500 square feet 1500 square feet 350 square feet 2000 square feet
Pool at Sports Center	Treviso Bay Boulevard	2000 square feet; capacity 54
Spa at Sports Center	Treviso Bay Boulevard	80 square feet; capacity 7
5 lighted tennis courts	Treviso Bay Boulevard	3,450 square feet; capacity 4
Satellite Pool #1	to be determined	900 square feet; capacity 30
Satellite Pool #2	to be determined	900 square feet; capacity 30
Satellite Pool #3	to be determined	900 square feet; capacity 30
Satellite Pool #4	to be determined	900 square feet; capacity 30
Satellite Pool #5	to be determined	900 square feet; capacity 30

5.5. **Use and Maintenance of Association Facilities.** Such recreational and other commonly used facilities are intended for the non-exclusive use of the Owners, their tenants and guests and will be maintained by the Master Association as more particularly described in the Master Declaration, which is attached as Exhibit 4 to this Prospectus.

5.6. **Completion Dates.** The above described amenities are expected to be complete and available for use by the end of December, 2020.

5.7. **No Recreation Lease.** There is no recreation lease associated with the Master Community.

5.8. **Right to Alter.** Developer under the Master Declaration has the right, without the consent of the Master Association or the owners within the Master Community, to alter or

change the facilities including the construction of additional facilities and/or removal or modification thereof. See the Master Declaration, attached to this Prospectus as Exhibit 4.

6. **Management Agreements.**

6.1. **Association.** Management services are to be provided to the Condominium under a management agreement between a management company and the Condominium Association (the “**Condominium Association Management Agreement**”). No Condominium Association Management Agreement has been entered into at this time. The cost of providing services under the Condominium Association Management Agreement will be an expense of the Condominium Association.

6.2. **Golf Club.** Management services are to be provided to the Golf Club under a management agreement between a management company and the Golf Club Association (the “**Golf Club Management Agreement**”). A Golf Club Management Agreement has been entered into at this time. The cost of providing services under the Golf Club Management Agreement will be an expense of the Golf Club.

6.3. **Master Association.** Management services are to be provided to the Master Community under a management agreement between a management company and the Master Association (the “**Master Association Management Agreement**”). A Master Association Management Agreement has been entered into at this time. The cost of providing services under the Master Association Management Agreement will be an expense of the Master Association.

**THERE IS TO BE A CONTRACT FOR THE MANAGEMENT OF THE
CONDOMINIUM PROPERTY. THE MANAGEMENT COMPANY FOR
THE CONDOMINIUM PROPERTY HAS NOT YET BEEN
DETERMINED.**

6.4. **Restrictions.** The following restrictions, among others, are found in the Declaration of Condominium, the Golf Club Declaration and the Master Declaration. Please see the Declaration of Condominium, which is attached as Section 2 to this Prospectus, the Golf Club Declaration, which is attached as Section 3 to this Prospectus and the Master Declaration, which is attached as Section 4 to this Prospectus, for a list of the restrictions imposed on the Unit Owners and/or the Units.

6.5. **Minors.** There is no restriction on minors residing in the Condominium. Use by minors of recreational facilities requires the supervision of a parent or other responsible adult. Parents shall be responsible for all actions of their minor children at all times in and about the Neighborhood.

6.6. **Pets.** There are restrictions on pets. Each Unit may house no more than two (2) animals in the aggregate, common domestic dogs or cats, with a weight not to exceed twenty five (25) pounds per animal. If, however, such animals are of a breed prohibited by the County, City or any other ordinance, these animals are strictly prohibited. Additionally, Unit Owners may house fish and/or two (2) domestic (household type) birds, as long as the birds are kept indoors and do not become a source of annoyance to other Unit Owners. Additional restrictions on the maintaining of pets by Unit Owners can be found in the Declaration of Condominium which is

attached as Section 2 of this Prospectus, and in of the Master Declaration which is attached as Section 4 of this Prospectus.

6.7. **Use Restrictions.** No nuisances shall be allowed upon the Master Community, Golf Club or the Condominium Property. No immoral, improper, offensive, unlawful or obnoxious use shall be made upon the Master Community, the Golf Club or the Condominium Property. See the Declaration of Condominium that is attached as Section 2 of this Prospectus, the Golf Club Declaration which is attached as Section 3 of this Prospectus, and the Master Declaration which is attached as Section 4 of this Prospectus.

6.8. **Leasing.** No portion of a Unit, other than the entire Unit, may be rented. No Unit may be leased more than four (4) times per year. Each lease must be for a minimum period of thirty (30) days. Further, the lease must be in compliance with the Declaration of Condominium, which is attached as Section 2 of this Prospectus, and the Master Declaration which is attached as Section 4 of this Prospectus.

THE SALE, LEASE OR TRANSFER OF UNITS IS RESTRICTED OR CONTROLLED.

7. Utilities and Services.

7.1. **Water and Sewer.** Potable water and sanitary and storm sewer utility service will be supplied to Units by Collier County Utilities with individual water meters for each Unit. Each Unit Owner will pay separately and directly all water and sewer charges incurred by the respective Unit.

7.2. **Storm Drainage.** Drainage will be on-site storm water drainage. The type of on-site and storm drainage is not known at this time. Costs associated with on-site stormwater drainage will be an operating cost of Master Association and paid by each Unit Owner through Assessments as explained in Section 9.3 below.

7.3. **Electricity.** Electric power lines and electricity will be supplied to Units by Florida Power & Light Company with individual meters for each Unit. Each Unit Owner will pay separately and directly all electric charges incurred by the respective Unit including the operating of air handling equipment used for generating air conditioning and/or heating for that Unit.

7.4. **Hot Water.** Hot water will be supplied to Units by means of a separate electrically operated hot water heater located within each Unit. Each Unit Owner will pay separately and directly all charges incurred by the respective Unit for the operation of the hot water heater.

7.5. **Telephone Service.** Telephone lines and telephone service will be provided to Units by Comcast or another local provider. Each Unit Owner will be billed directly for such service by such provider.

7.6. **Waste Disposal.** Waste disposal services are to be provided to the Unit Owners through Collier County Waste Management. The cost of this service is a common expense.

7.7. **Cable Service.** Cable television is expected to be available to Unit Owners through an existing agreement between Comcast Cable and the Master Association. The cost of providing basic cable television service is paid by each Unit Owner through Assessments to the Master Association as explained in Section 9.3 below.

8. **Apportionment of Common Expenses and Ownership of Common Elements.**

8.1. **Association Expenses.** The common expenses of the Condominium include only the assessments levied by the Association for maintenance of the Condominium. The basis for apportionment of Common Expenses and the percentage of ownership of the Common Elements for each Unit, is calculated as set forth in Section 13.1 of the Declaration of Condominium attached as Section 2 to this Prospectus, and is based upon a fraction the numerator which is one (1) and the denominator of which is the number of Units in the Condominium which, if all phases are submitted, will be one hundred sixteen (116).

8.2. **Golf Club Expenses.** The operating costs for the maintenance of the Common Areas of the Golf Club are shared equally by all Members in the Golf Club. See the Golf Club Declaration attached as Section 3 of this Prospectus.

8.3. **Master Association Expenses.** The Master Association imposes assessments on all Lots or Living Units (as defined in the Master Declaration) within the Master Community for the purpose of paying the costs and expenses of operating the Master Association and operating, administering and maintaining the Master Community Common Areas (as defined in the Master Declaration) of the Master Association. All Lots or Living Units pay an equal share of such expenses. See the Master Declaration attached as Section 4 of this Prospectus.

9. **Budgets.** The current estimated operating budget for Condominium is included in this Prospectus at Section 5. The current estimated operating budget for the Golf Club is included in this Prospectus at Section 6. The current estimated operating budget for the Master Association is included in this Prospectus at Section 7.

FIGURES CONTAINED IN ANY BUDGET DELIVERED TO THE BUYER PREPARED IN ACCORDANCE WITH THE CONDOMINIUM ACT ARE ESTIMATES ONLY AND REPRESENT AN APPROXIMATION OF FUTURE EXPENSES BASED ON FACTS AND CIRCUMSTANCES EXISTING AT THE TIME OF THE PREPARATION OF THE BUDGET BY THE DEVELOPER. ACTUAL COSTS OF SUCH ITEMS MAY EXCEED THE ESTIMATED COSTS. SUCH CHANGES IN COST DO NOT CONSTITUTE MATERIAL ADVERSE CHANGES IN THE OFFERING.

10. **Payment of Assessments.** Each Unit Owner will be responsible for the payment of annual assessments to the Condominium Association, Golf Club Association and the Master Association. At this time, based on the 2012 fiscal and calendar year end only, Assessments payable to the Condominium Association are estimated to be \$790.01 per quarter, Assessments payable to the Golf Club are estimated to be \$2,554.00 per year. Assessments of \$1,446.00 per year are due to the Master Association, together with a cable fee of \$505.32 per year, and when

food service becomes available an annual restaurant minimum of \$500.00. The District Debt Service Assessment for the CDD will be approximately \$1,380.00 per year. The District Maintenance Assessment will be approximately \$210.25 per year. These assessments are more fully described in the Master Disclosure Addendum to the Purchase Agreement attached as Exhibit 7 of this Prospectus.

11. **Control of Association by Developer.**

DEVELOPER HAS THE RIGHT TO RETAIN CONTROL OF THE ASSOCIATION AFTER A MAJORITY OF THE UNITS HAVE BEEN SOLD.

See Section 4.2 of the By-Laws for Association attached as Exhibit 4 to the Declaration of Condominium, which is attached as Section 2 to this Prospectus.

12. **Leasing of Developer Owned Units.** Developer has no present intention of engaging in a program of renting or leasing unsold Units but Developer reserves the right to do so, depending upon market conditions, upon such terms as Developer approves. In the event that any Unit is sold prior to the expiration of the term of a lease, title to such Unit or Units will be conveyed subject to the lease or leases and purchasers will succeed to the interest of the applicable lessor. If any Unit is sold subject to a lease, a copy of the executed lease will be attached to the Purchase and Sale Agreement in accordance with the terms of Section 718.503(1)(a)4 of the Florida Statutes. If a Unit has been previously occupied, Developer will so advise a prospective purchaser in writing, prior to the time the purchaser is requested to execute a Purchase and Sale Agreement.

THE UNITS MAY BE TRANSFERRED SUBJECT TO A LEASE.

13. **Mortgage Financing Expenses.** The obligation to purchase a Unit once the Purchase and Sale Agreement is signed is contingent upon purchaser obtaining a loan to finance the purchase of the Unit. If purchaser does finance the purchase of the Unit, purchasers can reasonably anticipate paying or incurring the following types of costs or expenses in connection with financing the purchase of a Unit in the Condominium, assuming the purchaser obtains mortgage financing through institutional sources exclusive of VA/FHA financing:

13.1. **Mortgagee Title Insurance.** A mortgagee title insurance policy is available to a purchaser's lender at the purchaser's expense. If a mortgagee policy is issued, the mortgagee policy may be issued simultaneously with the owner's policy at a minimum charge of \$25 to \$750.

13.2. **Real Estate Taxes.** An amount equal to the estimated accrued real estate taxes for the current year to the date of each closing plus an amount equivalent to three (3) to twelve (12) additional months accrued real estate taxes for a reserve, payable to the lending institution for future real estate taxes on the Unit.

13.3. **Loan Fees.** Loan fees of the following categories and range in costs:

<u>Description of Fee</u>	<u>Amount or Range</u>
Loan Origination Fee (Points)	0% to 1%
Loan Discount Fee (Points for Interest Rate Chosen)	0% to 4%
Application Fee (Loan Origination Fee).....	\$0 - \$1,565
Appraisal Fee Paid to Appraiser	\$200 - \$600
Credit Report Fee Paid to Outside Agency	\$ 12 - \$200
Underwriting Fees.....	\$250 - \$595
Document Preparation Fee.....	\$250 - \$350
Survey Fee Paid to Outside Agency	\$300 - \$400

The actual fees charged may vary within or without the above estimated ranges based on the size of purchaser's lender, purchaser's loan, the loan program and the interest rate purchaser chooses.

13.4. Title Insurance, Mortgage Loan and Closing Costs. To the extent that the Buyer's obligation to purchase the Unit once the Purchase and Sale Agreement has been signed is contingent upon Buyer obtaining a loan to finance the purchase of the Unit, Buyer has a right to use a title company and a lender chosen by Buyer in connection with the purchase of the Unit. Developer has business relationships with Universal American Mortgage Company, LLC ("UAMC") and North American Title Company and its affiliate, North American Title Insurance Corporation (collectively "North American"). Buyer is encouraged to find out about the services offered by UAMC and North American. Buyer is not obligated to use an affiliated business of Seller as a condition to the purchase of the Unit. If Developer provides a sales incentive to Buyer towards Buyer's Closing costs, then Buyer's Closing costs shall be paid at Closing to UAMC and/or North American, or any other Lender and/or title agent of Buyer's selection, in accordance with applicable law. In connection with Developer's sales incentive, Buyer's "Closing costs" shall mean those fees and expenses (i) imposed by Lender or by law in connection with Purchaser's loan or (ii) charged by the title agent in connection with an owner's and/or mortgagee's title insurance policy for the Property. If North American is issuing the owner's title insurance policy, the owner's title insurance policy provided by North American shall show that the recorded Deed from Developer to Buyer has vested title in Buyer, subject to the matters set forth in Section 14 and Section 14.1 of the Purchase and Sale Agreement which is attached hereto as Section 9 of this Prospectus, and a binder or commitment for the policy of title insurance will be furnished to Buyer upon request. Said policy will not insure title to or any interest in personal property or riparian rights. Should Buyer use the proceeds of a mortgage loan for any portion of the purchase price and if Buyer's lender requires a mortgagee title insurance policy, subject to the same exceptions as the owner's title insurance policy prepared by North American, upon Buyer's request, Developer will cause to be delivered to Buyer's lender said mortgagee title insurance policy and any standard endorsements at Buyer's sole cost and expense (see Section 14.1 above). Refer to Section 3 of the Rider 1 Form which forms a part of the Purchase and Sale Agreement attached hereto as Section 9 for a detailed list of Closing costs.

13.5. **Reimbursement.** In addition to the closing expenses, purchaser will, to the extent applicable, reimburse Developer for any payment made by Developer to Condominium Association, Golf Club, Master Association, and for the applicable share of the Reserves for deferred maintenance and/or capital improvements.

14. **Developer and Evidence of Ownership.** The Condominium is developed by Lennar Homes, LLC, a Florida limited liability company. The President of Lennar Homes, LLC is Stuart Miller. Lennar Homes, Inc. has been in the business of developing condominium property for over thirty-five (35) years and for many years has been one of the largest home builders in Sarasota and Manatee County. Mr. Miller has been the president of Lennar Homes, LLC for several years and has considerable experience in developing condominiums. A copy of the Ownership Affidavit describing the Developer's interest in the land, upon which the Condominium is being developed, is attached to this Prospectus as Section 10. The information provided above as to Mr. Miller is solely for the purpose of complying with Section 718.504, Florida Statutes, and is not intended to create or suggest any personal liability on his part.

15. **Builder's Fee and Initial Contributions.** Buyer shall pay to Seller a builder's fee in the amount of \$2,000.00 (the "Builder's Fee"). The Builder's Fee is imposed in connection with all Unit sales in the Condominium, regardless of whether Buyer finances the purchase of the Property. The Builder's Fee represents additional compensation to Seller and principally is intended to cover various out-of-pocket and internal costs and expenses associated with the development of the Condominium. This fee is due at Closing. The Builder's Fee is separate from any and all Closing Costs (defined herein below). While the Builder's Fee is payable, along with various other fees, costs and amounts at Closing, the Builder's Fee is not a settlement fee associated with any loan that you may obtain to finance the purchase of the Property. Buyer shall pay to Association an initial capital contribution of Two Hundred Dollars (\$200.00) at closing. Buyer shall pay to the Master Association an initial capital contribution of One Thousand Five Hundred Dollars (\$1,500.00) at closing. Buyer shall pay to the Golf Club an initial capital contribution of One Thousand Dollars (\$1,000.00) at closing.

16. **Rookery Bay National Estuary.** Buyer shall pay to VK/Treviso Bay Fund a Grant Fee of Two Hundred Fifty Dollars (\$250.00) at closing. Treviso Bay Development, LLC, established the V.K./Treviso Bay Fund to be utilized for the resource management of lands within Rookery Bay National Estuaries Research Reserve (RBN ESTUARINE RR) and environmental education. The Grant Fee shall be utilized for the resource management of the RBN ESTUARINE RR lands which may include, but not be limited to, prescribed burning, exotic vegetation removal, hydrological enhancement, establishment of educational programs for the general public and the Members of the Master Association. The Grant will be managed by the National Fish and Wildlife Foundation (NFWF).

17. **Contracts to be Assigned by Developer.** At or before closing of title to the first Unit, Developer will assign to the Condominium Association, Golf Club, or Master Association, where applicable, all of Developer's right, title and interest in and to all contracts relating to the provisions of utilities, insurance and other services to the Condominium and the Common Elements, where applicable, and from and after such date, all benefits and burdens thereunder will accrue and apply to Association. A purchaser at closing will reimburse Developer for the

Unit's pro rata share of all utility deposits or other applicable costs under the contracts to be assigned which have been prepaid by Developer.

18. **Maintenance Agreements.** Other than the management agreements referred to in Paragraph 6 hereof, there are currently no maintenance or other contracts with Association having a non-cancelable term in excess of one year. Association and its manager are empowered, however, at any time from time to time, to enter into such maintenance and/or service contracts for valuable consideration and upon such terms and conditions as the Board of Directors of Association shall approve without the consent of the Unit Owners. Such maintenance and/or service contracts may be subject to cancellation by Association and by the unit owners directly in accordance with Section 718.302 of the Florida Statutes.

19. **Escrow Agent.** Section 718.202 of the Florida Statutes ("**Section 718.202**") provides that all payments up to ten percent (10%) of the purchase price received by a developer from a purchaser pursuant to a contract for sale are to be held in escrow, if the construction, furnishing and landscaping of the property submitted to condominium ownership have not been substantially completed. Section 718.202 further provides, in lieu of the foregoing, the Director of the Division of Florida Condominiums, Timeshares and Mobile Homes has discretion to accept other assurances, including but not limited to a surety bond or an irrevocable letter of credit in an amount equal to the escrow requirements of Section 718.202. Developer has the right to submit an application to the Division Director for the use of a surety bond or an irrevocable letter of credit as an alternative assurance. Purchaser acknowledges and agrees that upon (i) the issuance of any such surety bond or letter or letter of credit, and (ii) the Developer's receipt of a letter from the Division Director approving same, the Escrow Agent shall disburse to Developer all deposits held or thereafter paid to Escrow Agent up to but not more than the principal amount of the surety bond or letter(s) of credit obtained by Developer as an alternative assurance. For further information, see a copy of the Escrow Agreement, attached to this Prospectus as Section 11.

20. **Plans and Specifications.** Developer, in the construction of the Condominium, will duly file the building plans and specifications with the Building Department for Collier County (the "**Building Department**"). Developer discloses to prospective purchasers that building plans and specifications as filed with the Building Department may not conform to the Condominium Buildings as built. Accordingly, upon the Condominium Buildings being completed, there may be building deviations from the building plans and specifications as filed with the Building Department. The building plans and modifications as filed with the Building Department may be amended or modified from time to time, which amendments or modifications may or may not be filed with the Building Department. Therefore, prospective purchasers should rely only upon those building plans and specifications as are on display in Developer's Sales Office located at the sales center for Master Community located at Treviso Bay Boulevard, Naples, Florida 34113, which plans and specifications are open to review by prospective purchasers at any reasonable time. It should be further understood that said building plans and specifications may be amended or modified from time to time without notice to any party whatsoever. Developer reserves the right to make changes in the plans and specifications for the Condominium Buildings with regard to accessibility in order to meet the disability requirements set forth in the Fair Housing Amendments Act enacted by the United States Congress in 1988. As such, in accordance with

Florida Statutes, the building plans that will be turned over to the Association will contain any changes made to meet the disability accessibility requirements.

21. **Architectural Control.** An Architectural Review Committee consisting of members designated by and under the control of Developer will be established pursuant to the relevant provisions in the Declaration of Condominium, Golf Club Declaration, and Master Declaration. See the Declaration of Condominium, which is Section 2 of this Prospectus, the Golf Club Declaration, which is Section 3 of this Prospectus, and the Master Declaration, which is Section 4 of this Prospectus.

22. **General.** The foregoing is not intended to present a complete summary of all of the provisions of the various documents referred to herein, but does contain a fair summary of certain provisions of said documents. Statements made as to the provisions of such documents are qualified in all respects to the content of such documents. All statements and representations contained in the sales literature and brochures, including but not limited to a visual presentation, are subject to the terms and provisions of this Prospectus and exhibits hereto.

**SECTION 2 - DECLARATION OF CONDOMINIUM FOR
COACH HOMES I AT TREVISO BAY CONDOMINIUM**

PREPARED BY:
CHRISTOPHER J. SHIELDS, ESQUIRE
PAVESE LAW FIRM
1833 HENDRY STREET
FORT MYERS, FL 33901
239-334-2195
239-332-2243 (FAX)

**DECLARATION OF CONDOMINIUM
FOR
COACH HOMES I AT TREVISO BAY, A PHASE CONDOMINIUM**

TABLE OF CONTENTS

	Page
1. Introduction and Submission.....	6
1.1. The Land.....	6
1.2. Submission Statement.....	6
1.3. Name.....	6
2. Definitions.....	6
3. Phase Condominium.....	9
3.1. Description of Phase Condominium.....	9
3.2. Percentage of Ownership in Common Elements.....	10
3.3. Voting.....	10
3.4. Method for Adding Phases.....	10
3.5. No Timeshares.....	11
3.6. Time Period.....	11
3.7. Impact of Subsequent Phases.....	11
3.8. Reservation of Rights.....	11
3.9. Recreation Areas and Facilities.....	11
3.10. Reciprocal Use and Cost Sharing Agreement for Pool and Recreational Facilities.....	11
3.11. Phase 1.....	12
3.12. Survey and Graphic Description.....	12
3.13. Units.....	12
3.13.1. Upper and Lower Boundaries.....	12
3.13.1.1. Upper Boundaries.....	12
3.13.1.2. Lower Boundaries.....	12
3.13.2. Perimetrical Boundaries.....	12
3.13.3. Covered Screened Lanais.....	12
3.13.4. Certain Items Exclusively Serving a Unit.....	12
3.13.5. Interior Stairways, Hallways and Foyer.....	12
3.13.6. Exceptions.....	12
3.13.7. General.....	12
3.14. Common Elements.....	12
3.15. Limited Common Elements.....	13
3.15.1. Covered Screened Lanais.....	13
3.15.2. Garages and Driveways.....	13
3.15.3. Air Space and Land Area for Air Handling Equipment.....	13
3.15.4. Mailboxes.....	13
3.15.5. Other.....	13
3.16. Easements.....	13
3.16.1. Support.....	13
3.16.2. Utilities and Drainage.....	13
3.16.3. Encroachments.....	13
3.16.4. Ingress and Egress.....	13
3.16.5. Construction; Maintenance.....	14
3.16.6. Use of the Condominium.....	14
3.16.7. Additional Easements.....	14
3.16.8. Paved Driveways and Roads.....	14
3.16.9. Water Transmission and Distribution Facilities Easement and Repair.....	14
3.16.10. Blanket Easement in Favor of District.....	14
3.16.11. Easement in Favor of Golf Club Association and Master Association.....	14

3.16.12. Public Easements	14
3.16.13. Reservation of Right for Developer to Grant Additional Easements	14
4. Restraint Upon Separation and Partition of Common Elements	14
5. Ownership of Common Elements and Common Surplus and Share of Common Expenses; Voting Rights.	15
5.1. Percentage Ownership and Shares	15
5.2. Voting	15
6. Wentworth Estates Community Development District.....	15
6.1. Generally.....	15
6.2. Creation of the District.....	15
6.3. District Assessments	15
6.4. Common Areas and Facilities Part of District.....	15
6.5. Facilities Owned by District.....	16
7. Amendments.....	16
7.1. Amendment by Association.	16
7.1.1. Proposal.	16
7.1.2. Notice.	16
7.1.3. Adoption.	16
7.1.4. Not Present.	16
7.2. By Developer	16
7.3. Execution and Recording	16
7.4. Procedure	17
7.5. Restrictions on Amendments.	17
8. Maintenance and Repairs	17
8.1. Units.....	17
8.2. Air Conditioning Air Handling Equipment.....	17
8.3. Limited Common Elements.	17
8.3.1. General Maintenance Requirements	17
8.3.2. Balconies, Patios, Terraces and Garages.....	18
8.3.3. Mailboxes, and other Limited Common Elements.....	18
8.3.4. Failure to Perform Responsibilities.....	18
8.4. Areas Outside Buildings.....	18
8.5. Common Elements.....	18
8.6. Association's Right of Access to Units.....	18
8.7. Light Fixtures.....	18
8.8. Requirements	19
8.9. Affirmative Obligation of Association.....	19
9. Architectural Control Provisions of Master Declaration	19
10. Provisions of Golf Club Declaration, Master Declaration and The District.....	19
11. Architectural Control by Association	19
11.1. Alterations by Unit Owners Other than Developer	19
11.2. Requests for Approval.....	20
11.3. Alterations by Association	20
11.4. Alterations by Developer	20
12. Operation of the Condominium by Association; Power and Duties; Limitation Upon Liability of Association	20
13. Assessments.....	20
13.1. Determination of Assessments.....	20
13.2. Association as Unit Owner.....	20
13.3. Time for Payment.....	20
13.4. Annual Budget	21
13.5. Reserve Funds	21
13.6. Special Assessments.....	21
13.7. Use Fees	21
13.8. Initial Capital Contribution.	21
14. Collection of Assessments.....	21
14.1. Delinquency or Default	21
14.2. Personal Liability of Unit Owner	21
14.3. Liability not Subject to Waiver	21
14.4. Lien for Assessment.....	21
14.5. Recording and Priority of Lien.....	22
14.6. Effect of Foreclosure or Judicial Sale	22
14.7. Effect of Voluntary Transfer	22
14.8. No Election of Remedies.....	22

14.9.	Institutional First Mortgagee.....	22
14.10.	Developer's Liability for Assessments.....	23
14.11.	Possession of Unit.....	23
14.12.	Certificate of Unpaid Assessments.....	23
14.13.	Attachment of Rental Income; Suspension of Use and Voting Rights.	23
15.	Insurance	24
15.1.	Insurance Trustee	24
15.2.	Named Insured	24
15.2.1.	Custody of Policies and Payment of Proceeds	24
15.2.2.	Copies to Mortgagees.....	24
15.3.	Coverage	24
15.3.1.	Property Insurance	24
15.3.2.	Liability.	24
15.3.3.	Workers' Compensation Insurance	24
15.3.4.	Flood Insurance.	24
15.3.5.	Fidelity Insurance.....	24
15.3.6.	Directors and Officers Insurance.....	25
15.3.7.	Windstorm Coverage	25
15.3.8.	Other Insurance.	25
15.3.9.	Waiver of Subrogation	25
15.4.	Premiums	25
15.5.	Proceeds	25
15.6.	Mortgagees.....	25
15.7.	Distribution of Proceeds.....	25
15.7.1.	Expenses of the Trust.....	25
15.7.2.	Reconstruction or Repair.....	25
15.7.3.	Failure to Reconstruct or Repair	25
15.7.4.	Certificate.	25
15.8.	Association as Agent.....	25
15.9.	Unit Owners Personal Coverage	25
16.	Reconstruction or Repair After Fire, Acts of Terrorism or Other Casualty.....	26
16.1.	Determination to Reconstruct or Repair.....	26
16.2.	Plans and Specifications.....	26
16.3.	Unit Owner Responsibility.....	26
16.4.	Estimate of Costs.....	26
16.5.	Special Assessments and Additional Charges	26
16.6.	Disbursement of Construction Funds.....	26
16.6.1.	Lesser Damage.	26
16.6.2.	Major Damage.	26
16.6.3.	Surplus.	26
16.6.4.	Certificate.	27
17.	Condemnation.	27
17.1.	Deposit of Awards with Insurance Trustee	27
17.2.	Determination Whether to Continue Condominium	27
17.3.	Disbursement of Funds	27
17.4.	Unit Reduced but Habitable	27
17.4.1.	Restoration of Unit.....	27
17.4.2.	Distribution of Surplus.....	27
17.5.	Unit Made Uninhabitable	27
17.5.1.	Payment of Award.....	27
17.5.2.	Addition to Common Elements.....	27
17.5.3.	Adjustment of Shares	27
17.5.4.	Special Assessments.....	27
17.5.5.	Arbitration.	28
17.6.	Taking of Common Elements	28
17.7.	Discretion of Board.....	28
17.8.	Amendment of Declaration	28
18.	Occupancy and Use Restrictions	28
18.1.	Assumption of Risk.....	28
18.2.	Awnings, Canopies and Shutters.....	28
18.3.	Barbecue Grills.....	28
18.4.	Bicycles.....	28
18.5.	Common Elements	28
18.6.	Effect on Developer; Association.....	28
18.7.	Exterior Improvements; Landscaping	29
18.8.	Lawful Use.....	29
18.9.	Leases.....	29
18.10.	Litter.....	29
18.11.	Nuisances	29
18.12.	Parking	29
18.13.	Pets	29

18.14.	Post Tension Concrete Slab System	30
18.15.	Rules and Regulations	30
18.16.	Signs.....	30
18.17.	Units.....	30
18.18.	Utility Addition	30
18.19.	Weight and Sound Restrictions	30
18.20.	Hurricane Shutters.....	31
19.	Compliance and Default	31
19.1.	Negligence	31
19.2.	Compliance	31
19.3.	Costs and Attorneys' Fees.....	31
19.4.	No Waiver of Rights	31
20.	Merger of Condominium and/or Association	31
21.	Termination of Condominium and/or Dissolution of Association	31
22.	Additional Rights of Institutional First Mortgagees	32
23.	Covenant Running With The Land.....	32
24.	Developer's and Association's Additional Rights.....	33
24.1.	Marketing Items	33
24.2.	Builder's Fee.	33
24.3.	Initial Capital Contribution.	33
24.4.	Developer's Limited Right of Entry.....	33
24.5.	Telecommunications Services.....	33
24.5.1.	Right to Contract for Telecommunications Services.....	33
24.5.2.	Easements.	33
24.5.3.	Restoration.	33
24.5.4.	Developer's Rights.....	34
24.6.	Monitoring System.....	34
24.6.1.	Right to Install.	34
24.6.2.	Components.	34
24.6.3.	Part of Common Expenses	34
24.6.4.	Unit Owner's Responsibility	34
25.	Non-Liability	35
26.	Resolution of Disputes	35
27.	Venue	35
28.	Reliance	36
29.	Construction Activities.....	36
30.	Notices.....	36
31.	Interpretation	36
32.	Mortgagees	36
33.	Exhibits.....	36
34.	Blocked View; Trees and Shrubbery.....	36
35.	Governing Law.....	37
36.	Construction Matters	37
37.	Eligibility Requirements for Board Membership	37
38.	Manager.....	37
39.	Execution of Documents; Attorney-in-Fact.....	37
40.	Severability.....	37
41.	Waiver	37
42.	Ratification	38

43. Gender; Plurality38

44. Captions38

45. Refund of Taxes, Fees and Other Charges38

46. Title Documents38

47. No Contribution.....38

Exhibits

- 1. Legal Description and Sketch of Condominium
- 2. Plot Plan and Building Plans with Surveyor’s Certificate
- 3. Articles of Incorporation
- 4. By-Laws with Rules and Regulations

**DECLARATION OF CONDOMINIUM FOR
COACH HOMES I AT TREVISO BAY, A PHASE CONDOMINIUM**

LENNAR HOMES, LLC, a Florida limited liability company ("**Developer**"), does hereby declare as follows:

1. Introduction and Submission.

1.1. The Land. Developer owns (or will own) the fee simple title to that certain land located in Collier County, Florida, as more particularly described in **Exhibit 1** attached hereto (the "**Land**").

1.2. Submission Statement. Developer hereby submits the Land more particularly described as Phase I of Exhibit 1, and all improvements erected or to be erected thereon, all easements, rights and appurtenances belonging thereto, and all other property, real, personal or mixed, intended for use in connection therewith to the condominium form of ownership and use in the manner provided by the Florida Condominium Act (the "**Act**") as it exists on the date hereof.

1.3. Name. The name by which this condominium is to be identified is Coach Homes I at Treviso Bay, a Phase Condominium (the "**Condominium**").

2. Definitions. The following terms used in this Declaration and the exhibits hereto shall have the following meanings, unless the context in which they are used clearly requires a different meaning:

"**Act**" means the Florida Condominium Act (currently Chapter 718 of the Florida Statutes). Unless provided otherwise, the provisions of the Act, as amended from time to time, shall govern the Condominium.

"**Articles**" means the Articles of Incorporation of Association as amended from time to time, a copy of which is attached hereto as **Exhibit 3**.

"**Assessment(s)**" means a share of the funds required for the payment of Common Expenses which, from time to time, is assessed against the Unit Owner. The term Assessment shall include a Special Assessment.

"**Association**" means Coach Homes I at Treviso Bay Condominium Association, Inc., a Florida corporation not-for-profit, the entity responsible for the operation of the Condominium.

"**Association Property**" means that property, real and personal, in which title or ownership is vested in Association for the use and benefit of its members. Association, upon approval by a majority of the Board may purchase or lease computer or similar equipment at any time if required or deemed beneficial for operation of the Condominium. Association shall have the right, but not the obligation, to acquire Association Property in its own name. Association may sell or transfer its interest in such Association Property.

"**Board**" means the Board of Directors of Association.

"**Building**" means a structure in which the Units are located on the Condominium Property. The Condominium, if all phases are submitted, shall contain twenty-nine (29) Buildings.

"**By-Laws**" means the By-Laws of Association, as they exist from time to time, a copy of which is attached hereto as **Exhibit 4**.

"**Cable Services**" shall mean "basic service tier" as described in Section 623(b)(7)(A) of the Cable Television Consumer Protection Act of 1992, video programming services offered on a per-channel or per-program basis, video programming services offered in addition to basic service tier, any method of delivering video programming to Units including, without limitation, interactive video programming, and any channel recognized in the industry as premium including, without limitation, HBO, Showtime, Disney, Cinemax and the Movie Channel. By way of example, and not of limitation, the term Cable Services may include cable television, satellite master antenna television, multipoint distribution systems, video dialtone, open video system or any combination thereof.

"**Common Elements**" shall have the meaning set forth in Section 3.14 hereof.

"**Common Expenses**" means all expenses and assessments properly incurred by Association for the Condominium, including but not limited to any item designated as a common expense by the Act, this Declaration, or the By-Laws. Without limiting any other provision hereof, Common Expenses may include, at the Board's option, any one or more of the following: (a) the costs of on-site managers, secretaries, concierges and/or other employees to provide services designated or requested by the Board; and (b) the costs of purchasing or leasing computer equipment for Association.

"**Common Surplus**" means the excess of all receipts of Association collected on behalf of the Condominium including, but not limited to, Assessments, rents, profits and revenues on account of the Common Elements, over the Common Expenses.

"**Condominium**" shall have the meaning set forth in Section 1.3 hereof.

"**Condominium Documents**" means this Declaration and all of the exhibits hereto, as they may be amended from time to time.

“Condominium Parcel” means a Unit together with the undivided share in the Common Elements which is appurtenant to such Unit.

“Condominium Property” means the Land and the personal property that are subject to condominium ownership under this Declaration, all improvements on the Land, and all easements and rights appurtenant thereto intended for use in connection with the Condominium.

“Construction Matters” shall have the meaning set forth in Section 36 hereof.

“County” shall mean Collier County, Florida.

“Data Transmission Services” shall mean (i) internet access services and (ii) enhanced services as defined in Section 64.702 of Title 47 of the Code of Federal Regulations, as amended from time to time, and without regard to whether the transmission facilities are used in interstate commerce.

“Declaration” means this instrument as it is amended from time to time.

“Defendant” shall have the meaning set forth in Section 36 hereof.

“Developer” means Lennar Homes, LLC and its respective successors and such of its respective assigns as to which the rights of Developer hereunder are specifically assigned; provided however, a Unit Owner shall not solely by the purchase of a Condominium Parcel be deemed a successor to, or assignee of, the rights of Developer under this Declaration unless such Unit Owner is specifically so designated as such successor to, or assignee of, such rights in the respective instrument of conveyance or any other instrument executed by Developer. Developer may also assign only a portion of its rights hereunder, or all or a portion of such rights in connection with appropriate portions of the Condominium. In the event of such partial assignment, the assignee shall not be deemed Developer, but may exercise such rights of Developer specifically assigned to it. Any such assignment may be made on a non-exclusive basis.

“Directors” shall mean the members of the Board.

“District” shall mean Wentworth Estates Community Development District.

“District Debt Service Assessments” shall have the meaning set forth in Section 6.2 hereof and the Master Declaration.

“District Maintenance Special Assessments” shall have the meaning set forth in Section 6.2 hereof and the Master Declaration.

“Division” means the Division of Florida Condominiums, Timeshares and Mobile Homes.

“Families” shall have the meaning set forth in Section 18.17 hereof.

“Golf Club” means and refers to Treviso Bay Golf Club.

“Golf Club Association” means and refers to Treviso Bay Golf Club, Inc.

“Golf Club Declaration” shall mean that certain Declaration of Covenants, Conditions and Restrictions for Treviso Bay Golf Club recorded in Official Records Book _____, at Page _____, et seq., of the Public Records of County, as the same has or may be amended from time to time.

“Improvements” mean all structures and artificial changes to the natural environment on the Condominium Property including, but not limited to, the Building.

“Initial Capital Contribution” shall have the meaning set forth in Section 13.8 hereof.

“Institutional First Mortgagee” shall mean (i) the institutional and licensed holder of a first mortgage encumbering a Unit or Condominium Parcel or (ii) Developer and its affiliates, to the extent Developer or its affiliates finances the purchase of a Unit or Condominium Parcel initially or by assignment of an existing mortgage.

“Insurance Trustee” shall have the meaning set forth in Section 15.1 hereof.

“Insured Property” shall have the meaning set forth in Section 15.3.1 hereof.

“Land” shall have the meaning set forth in Section 1.1 hereof.

“Landscaping” shall mean all landscaping within the Condominium.

“Limited Common Elements” means those Common Elements which are designated by this Declaration for the exclusive use of a certain Unit or Units to the exclusion of other Units.

“Mailbox” shall have the meaning set forth in Section 3.15.4 hereof.

“Master Association” shall mean the Treviso Bay Property Owners Master Association, Inc., its successors and assigns.

“Master Community” shall mean Treviso Bay, which is operated by the Master Association and governed by the Master Declaration. The size of the Master Community may change from time to time as property is added and/or withdrawn by the developer of the Master Declaration.

“Master Declaration” means that certain Amended and Restated Declaration of Covenants, Conditions and Restrictions for Treviso Bay recorded in Official Records Book _____, at Page _____, et seq., of the Public Records of County, as the same has or may be amended from time to time.

“Monitoring System” shall mean any electronic surveillance and/or monitoring system intended to control access, provide alarm service, and/or enhance the welfare of the Condominium. By way of example, and not of limitation, the term Monitoring System may include a central alarm system, electronic entrance gates, gatehouses, roving attendants, wireless communication to Units, or any combination thereof. THE PROVISION OF A MONITORING SYSTEM SHALL IN NO MANNER CONSTITUTE A WARRANTY OR REPRESENTATION AS TO THE PROVISION OF OR LEVEL OF SECURITY WITHIN THE CONDOMINIUM. DEVELOPER, ASSOCIATION, NEIGHBORHOOD ASSOCIATION AND MASTER ASSOCIATION DO NOT GUARANTEE OR WARRANT, EXPRESSLY OR BY IMPLICATION, THE MERCHANTABILITY OR FITNESS FOR USE OF ANY MONITORING SYSTEM, OR THAT ANY SUCH SYSTEM (OR ANY OF ITS COMPONENTS OR RELATED SERVICES) WILL PREVENT INTRUSIONS, FIRES, OR OTHER OCCURRENCES, REGARDLESS OF WHETHER OR NOT THE MONITORING SERVICE IS DESIGNED TO MONITOR THE SAME. EACH AND EVERY UNIT OWNER AND THE OCCUPANT OF EACH UNIT ACKNOWLEDGES THAT DEVELOPER, ASSOCIATION, GOLF CLUB ASSOCIATION AND MASTER ASSOCIATION, THEIR RESPECTIVE EMPLOYEES, AGENTS, MANAGERS, DIRECTORS, AND OFFICERS, ARE NOT INSURERS OF UNIT OWNERS OR UNITS, OR THE PERSONAL PROPERTY LOCATED WITHIN UNITS. DEVELOPER, ASSOCIATION, GOLF CLUB ASSOCIATION AND MASTER ASSOCIATION WILL NOT BE RESPONSIBLE OR LIABLE FOR LOSSES, INJURIES, OR DEATHS RESULTING FROM ANY SUCH EVENTS.

“Rules” means any rules and regulations duly promulgated from time to time by the Board pursuant to its powers under any of the Condominium Documents.

“Special Assessment” means any Assessment levied against Unit Owners other than the Assessment required by a budget adopted annually.

“Telecommunications Provider” shall mean any party contracting with Association to provide Unit Owners with one or more Telecommunications Services. Developer may be a Telecommunications Provider. With respect to any particular Telecommunications Services, there may be one or more Telecommunications Providers. By way of example, with respect to Data Transmission Services, one Telecommunications Provider may provide Association such service while another may own, maintain and service the Telecommunications Systems which allow delivery of such Data Transmission Services.

“Telecommunications Services” shall mean delivered entertainment services; all services that are typically and in the future identified as telecommunication services; Telephony Services; Cable Services; and Data Transmission Services. Without limiting the foregoing, such Telecommunications Services include the development, promotion, marketing, advertisement, provision, distribution, maintenance, transmission, and servicing of any of the foregoing services. The term Telecommunications Services is to be construed as broadly as possible.

“Telecommunications Systems” shall mean all facilities, items and methods required and/or used in order to provide Telecommunications Services to the Condominium. Without limiting the foregoing, Telecommunications Systems may include wires (fiber optic or other material), conduits, passive and active electronic equipment, pipes, pedestals, wireless cell sites, computers, modems, satellite antenna sites, transmission facilities, amplifiers, junction boxes, trunk distribution, feeder cables, lock boxes, taps, drop cables, related apparatus, converters, connections, head-end antennas, earth stations, appurtenant devices, network facilities necessary and appropriate to support provision of local exchange services and/or any other item appropriate or necessary to support provision of Telecommunications Services. Ownership and/or control of all or a portion of any part of the Telecommunications Services may be bifurcated among network distribution architecture, system head-end equipment, and appurtenant devices (e.g., individual adjustable digital units).

“Telephony Services” shall mean local exchange services provided by a certified local exchange carrier or alternative local exchange company, intraLATA and interLATA voice telephony and data transmission.

“Title Documents” shall have the meaning given to such term in Section 46 herein.

“Toll Calls” shall have meaning given to such term by the Florida Public Service Commission and/or the Federal Communications Commission.

“Turnover Date” shall have the meaning given such term in the By-Laws which are attached hereto as **Exhibit 4**. Without limiting the foregoing, Developer shall never be obligated to turnover Association prior to the date currently required by law.

“Unit” means a part of the Condominium Property which is subject to exclusive ownership and which is further described in Section 3.13 hereof.

“Unit Owner” or “Owner” means the record owner(s) of legal title to a Condominium Parcel.

“Use Fees” shall have the meaning set forth in Section 13.7 hereof.

“Utilities” shall include, but not be limited to, Telecommunication Services, gas, electricity, water and sewage and garbage and trash disposal. The inclusion of any of the foregoing in the description of Utilities is for illustration purposes only, and not a guaranty that any of such services will be available to the Condominium.

“Voting Interest” shall mean the voting rights appurtenant to each Unit, which is one (1) vote per Unit regardless of the number of Unit Owners with respect to such Unit.

Any initially capitalized term used herein not defined above shall have the meaning set forth in the Master Declaration.

3. Phase Condominium. The Condominium is being developed in twenty-nine (29) phases (individually, a “Phase”) pursuant to Section 718.403 of the Act. Each Phase will contain one (1) building with each building containing four (4) units. The Phases are not consecutively numbered because the Building numbers used for the Phases of the Condominium is part of an overall numbering system which includes buildings that may or may not be built in this Condominium and other condominiums within the Master Community. The first Phase, known as “Phase 1” described in Exhibit “1” hereto shall consist of the Land that is affected by this Declaration. Additional Phases may be added to the Condominium. Such Phases, if constructed, will be located within the real property described in Exhibit “A”. The Plot Plans and Building Plans for each Phase are attached as Exhibit “2”. Exhibit “1” contains the legal description of the land upon which the entire Condominium will be constructed if all twenty-nine (29) Phases are submitted. Developer may make nonmaterial changes in the legal description of each Phase. This Declaration shall only affect the Land described in Phase 1 on Exhibit “1” attached hereto, and shall have no effect on any other portion of the real property described in Exhibit “1” (other than Phase 1) until such real property is made subject to this Declaration by an amendment adding a Phase.

3.1. Description of Phase Condominium.

PHASE NUMBER	MINIMUM/MAXIMUM NUMBER OF UNITS	APPROXIMATE MINIMUM SIZE OF UNITS (AIR CONDITIONED LIVING SPACE)	APPROXIMATE MAXIMUM SIZE OF UNITS (AIR CONDITIONED LIVING SPACE)
Phase 1	4/4 Units located in one (1) Building	1869 square feet - See Exhibit “2”	2193 square feet - See Exhibit “2”
Phase 2	4/4 Units located in one (1) Building	1869 square feet - See Exhibit “2”	2193 square feet – See Exhibit “2”
Phase 3	4/4 Units located in one (1) Building	1869 square feet - See Exhibit “2”	2193 square feet – See Exhibit “2”
Phase 4	4/4 Units located in one (1) Building	1869 square feet - See Exhibit “2”	2193 square feet – See Exhibit “2”
Phase 5	4/4 Units located in one (1) Building	1869 square feet - See Exhibit “2”	2193 square feet – See Exhibit “2”
Phase 6	4/4 Units located in one (1) Building	1869 square feet - See Exhibit “2”	2193 square feet - See Exhibit “2”
Phase 7	4/4 Units located in one (1) Building	1869 square feet - See Exhibit “2”	2193 square feet – See Exhibit “2”
Phase 8	4/4 Units located in one (1) Building	1869 square feet - See Exhibit “2”	2193 square feet – See Exhibit “2”
Phase 9	4/4 Units located in one (1) Building	1869 square feet - See Exhibit “2”	2193 square feet – See Exhibit “2”
Phase 10	4/4 Units located in one (1) Building	1869 square feet - See Exhibit “2”	2193 square feet – See Exhibit “2”
Phase 11	4/4 Units located in one (1) Building	1869 square feet - See Exhibit “2”	2193 square feet – See Exhibit “2”
Phase 12	4/4 Units located in one	1869 square feet - See Exhibit	2193 square feet – See Exhibit

	(1) Building	"2"	"2"
Phase 13	4/4 Units located in one (1) Building	1869 square feet - See Exhibit "2"	2193 square feet – See Exhibit "2"
Phase 14	4/4 Units located in one (1) Building	1869 square feet - See Exhibit "2"	2193 square feet – See Exhibit "2"
Phase 15	4/4 Units located in one (1) Building	1869 square feet - See Exhibit "2"	2193 square feet – See Exhibit "2"
Phase 16	4/4 Units located in one (1) Building	1869 square feet - See Exhibit "2"	2193 square feet – See Exhibit "2"
Phase 17	4/4 Units located in one (1) Building	1869 square feet - See Exhibit "2"	2193 square feet – See Exhibit "2"
Phase 18	4/4 Units located in one (1) Building	1869 square feet - See Exhibit "2"	2193 square feet – See Exhibit "2"
Phase 19	4/4 Units located in one (1) Building	1869 square feet - See Exhibit "2"	2193 square feet – See Exhibit "2"
Phase 20	4/4 Units located in one (1) Building	1869 square feet - See Exhibit "2"	2193 square feet – See Exhibit "2"
Phase 21	4/4 Units located in one (1) Building	1869 square feet - See Exhibit "2"	2193 square feet – See Exhibit "2"
Phase 22	4/4 Units located in one (1) Building	1869 square feet - See Exhibit "2"	2193 square feet – See Exhibit "2"
Phase 23	4/4 Units located in one (1) Building	1869 square feet - See Exhibit "2"	2193 square feet – See Exhibit "2"
Phase 24	4/4 Units located in one (1) Building	1869 square feet - See Exhibit "2"	2193 square feet – See Exhibit "2"
Phase 25	4/4 Units located in one (1) Building	1869 square feet - See Exhibit "2"	2193 square feet – See Exhibit "2"
Phase 26	4/4 Units located in one (1) Building	1869 square feet - See Exhibit "2"	2193 square feet – See Exhibit "2"
Phase 27	4/4 Units located in one (1) Building	1869 square feet - See Exhibit "2"	2193 square feet – See Exhibit "2"
Phase 28	4/4 Units located in one (1) Building	1869 square feet - See Exhibit "2"	2193 square feet – See Exhibit "2"
Phase 29	4/4 Units located in one (1) Building	1869 square feet - See Exhibit "2"	2193 square feet – See Exhibit "2"

3.2. Percentage of Ownership in Common Elements. As, and if one or more of the additional Phases are added to the Condominium, each Unit Owner's undivided share in the Common Elements, and the corresponding share of expenses and surplus, will be adjusted to reflect the increase in the number of Units in the Condominium caused by the addition of the Phase or Phases. If one or more Phases are not added to the Condominium, the Units within the condominium are entitled to one hundred percent (100%) ownership of all Common Elements within the Phases actually developed and added as part of the Condominium. In other words, the aggregate of the existing Unit Owners in the Condominium will at all times have one hundred percent (100%) ownership in all of the Common Elements, subject to dilution as to the percentage share of each Unit Owner in the event a subsequent Phase or Phases are actually developed and added to the Condominium.

3.3. Voting. Sections 5.1 and 5.2 of this Declaration provide that there will be one (1) vote per Unit. Accordingly, in the event any Phase is added, the membership in Association will be increased by the number of additional Unit Owners in the added Phase or Phases, and each Unit in the Condominium will have one (1) vote. If any Phases are not added, then the membership vote in Association will be one (1) vote per Unit for each Unit within the Condominium, including any Phases which were previously or subsequently added to the Condominium.

3.4. Method for Adding Phases. Each Phase will be added to the Condominium by an appropriate amendment to this Declaration. Notwithstanding the provisions of Section 718.110, Florida Statutes, or any other

provision of this Declaration, amendments to the Declaration adding one (1) or more Phases to this Condominium shall not require the execution of such amendments or consents thereto by Unit Owners, mortgagees, lienors, or Association, or any other person or entity, other than Developer. Taxes and other Assessments relating to the property in any Phase added to this Condominium, covering any period prior to the addition of such Phase, shall be the responsibility of Developer. All intended improvements in any Phase must be substantially completed prior to the time the Phase is added to the Condominium.

3.5. No Timeshares. No timeshare estates will or may be created with respect to Units in this Condominium.

3.6. Time Period. The time period within which each Phase must be added to the Condominium, if at all, is the date which is seven (7) years after this Declaration is recorded in the Public Records of the County, and any Phase which is not added to the Condominium by that date may not thereafter be added.

3.7. Impact of Subsequent Phases. The impact which the addition of any Phase will have upon the Condominium is as follows:

3.7.1 The Land within the Condominium will be increased.

3.7.2 The number of units within the Condominium will be increased.

3.7.3 The Common Elements will be increased.

3.7.4 Association will be responsible for the repair, maintenance and operation of the Common Elements as increased by the addition of the Phase.

3.7.5 Association will incur additional expenses in connection with the maintenance, repair and operation of the Condominium as increased by the addition of the Phase; however, expenses incurred by the Association in connection with the Common Elements of additional Phases will be a Common Expense to be assessed against a larger number of Units in proportion to their respective shares of the Common Elements.

3.7.6 The ownership interest in the Common Elements and proportionate share of the Common Expenses of each Unit will be reduced pursuant to Section 5.1 of this Declaration.

3.8. Reservation of Rights. Developer reserves the right not to add any Phase to the Condominium and to add Phases in an order determined by Developer. Developer reserves the right to change the types of Buildings and Units which may be added to the Condominium in any Phase, and specifically reserves the right within any Phase to construct either one, two, three or four-story, with Units consisting of one story, and if the Units consist of one story, the Units may be built above or below another Unit. Such Units may be placed side-by-side within any Building, or back-to-back, or both. To the extent Developer modifies the types of Buildings and Units added within any Phase, Developer reserves the right to modify the plot plans attached hereto as Exhibit "2" and to construct Buildings and improvements differently than as shown on the plot plans, as may be necessary or desirable in connection with the construction of such Buildings and improvements; provided, however, that any amendment adding any Phase shall contain a plot plan showing the actual location of all Buildings and improvements actually constructed within the Phase. Developer further reserves the right to change the location of the parking areas and other Common Element improvements as may be reasonably required to serve the Buildings and Units actually constructed within any Phase, and to make changes in the legal description and/or plot plan of the Phase required to accommodate such changes or to comply with the applicable governmental requirements such as parking, density, and set-back or to correct errors, prior to the time the Phase is added to the Condominium. In any event, all Buildings added to the Condominium in any Phase will be of comparable quality of construction to the Buildings initially included in the Condominium. NOTWITHSTANDING ANYTHING CONTAINED HEREIN TO THE CONTRARY, DEVELOPER SHALL HAVE NO DUTY, OBLIGATION OR RESPONSIBILITY TO CAUSE ANY PHASE OR ITS IMPROVEMENTS TO BE CONSTRUCTED AND ADDED TO THE CONDOMINIUM, AND NOTHING CONTAINED HEREIN SHALL BE DEEMED A REPRESENTATION OR WARRANTY THAT ANY ADDITIONAL PHASE WILL IN FACT BE ADDED TO THE CONDOMINIUM.

3.9. Recreation Areas and Facilities. In the event that any or all of the additional Phases are added to this Condominium, there shall be included in each Phase the assigned parking areas and Buildings depicted on Exhibit "2". None of the Phases shall include any recreational facilities or personal property.

3.10. Reciprocal Use and Cost Sharing Agreement for Pool and Recreational Facilities. The lands set forth in Exhibit 1 which are designated as and intended to be created as Phases 1 through 29 of this Condominium, were previously designated by Taylor Morrison of Florida, Inc., and intended to be created as part of Di Napoli, a Condominium, according to the Declaration of Condominium recorded in Official Records Book 4334, Page 2484, et seq., in the Public Records of Collier County, Florida. Section 6.3 of the Declaration of Condominium of Di Napoli contemplated that the pool and related recreational facilities described as Phase 32 of Di Napoli were intended to either be submitted as Phase 32 or conveyed to the Di Napoli Condominium Association, Inc. The Di Napoli Condominium Association, Inc. may desire to enter into a Reciprocal Use and Cost Sharing Agreement with Coach Homes I at Treviso Bay Condominium Association, Inc. ("Association") and/or the Treviso Bay Property Owners Master Association, Inc. ("Master Association") for the purpose of sharing the use and the expenses associated with the pool and related recreational facilities. Lennar Homes, LLC ("Developer") is desirous of providing to its Unit Owners coequal use and access to this pool and these related recreational facilities. Lennar Homes, LLC, Coach Homes I at Treviso Bay Condominium Association, Inc., Di Napoli Condominium

Association, Inc., and/or Treviso Bay Property Owners Master Association, Inc. have not finalized the terms of any Reciprocal Use and Cost Sharing Agreement but may enter into such an agreement prior to the recording of this Declaration. Developer and Association, on their behalf and on behalf of all Unit Owners (each of whom hereby consents to appoint the Developer and Association as their attorney-in-fact to enter into such agreements) and understanding that, each shall have the right to enter into a Reciprocal Use and Cost Sharing Agreement with the Di Napoli Condominium Association, Inc. and/or the Master Association to share expenses and access for the use of the pool and other recreational facilities which are located on and described as Phase 32 of Di Napoli.

3.11. Phase 1. The improvements in Phase 1 of the Condominium include one (1) Building containing, in addition to the Common Elements therein, an aggregate of four (4) Units, all of which are more particularly hereinafter described. Each Unit is identified by a combination of Arabic numbers. Other improvements included in the Condominium are landscaping and all underground structures and improvements which are not part of or located within the Building, such as wires, cables, drains, pipes, ducts, conduits, valves and fittings.

3.12. Survey and Graphic Description. Exhibit 2 to this Declaration contains the plot plans, building plans, graphic descriptions of the improvements, including the Units, and a Surveyor's Certificate for Phase 1 of the Condominium Property. Exhibit 2 to this Declaration, together with this Declaration, identifies the Common Elements and each Unit in the Condominium and their relative size and location.

3.13. Units. Phase 1 of the Condominium contains a total of four (4) Units which are located and individually described in Exhibit 2 to this Declaration. The boundaries of each Unit are as follows:

3.13.1. Upper and Lower Boundaries. The upper and lower boundaries of the Unit shall be the following boundaries extended to an intersection with the perimetrical boundaries:

3.13.1.1. Upper Boundaries. The horizontal plane of the unfinished lower surface of the unfinished ceiling slab.

3.13.1.2. Lower Boundaries. The horizontal plane of the highest surface of the unfinished floor slab and the interior stairway serving each second floor Unit.

3.13.2. Perimetrical Boundaries. The perimetrical boundaries of the Unit shall be the vertical planes of the boundary lines defined and depicted in Exhibit 2 extended to an intersection with each other and with the upper and lower boundaries. Any non-load bearing portion of a perimeter wall inside the perimetrical boundary of a Unit shall be deemed a part of the Unit.

3.13.3. Covered Screened Lanais. Covered screened lanais shall not form a part of a Unit as such areas are Limited Common Elements.

3.13.4. Certain Items Exclusively Serving a Unit. In addition to the area within the perimetrical and upper and lower boundaries described above, each unit shall be deemed to include within its boundaries the air handling equipment (located on the land adjacent to the Building) exclusively serving the Unit and all foyers, doors, screen doors, screens, windows, glass and any other materials covering openings in the exterior of the Unit, which serve the Unit exclusively; provided, however, screening within the boundaries of a Limited Common Element forming part of a screened patio shall be deemed a Limited Common Element and shall not form a part of a Unit.

3.13.5. Interior Stairways, Hallways and Foyer. The interior stairways, hallways and foyer providing access to Units shall not form a part of a Unit as such areas are Limited Common Elements.

3.13.6. Exceptions. Any piping or other fixtures which are located within one Unit but which service another Unit or Units and the reinforced concrete portions of any load-bearing columns or walls within a Unit shall be Common Elements.

3.13.7. General. In cases not specifically covered above, and/or in any case of conflict or ambiguity, the survey of the Units shall control in determining the boundaries of a Unit, except that the provisions of Sections 3.13.1.1 and 3.12.1.2 above shall control unless specifically depicted and labeled otherwise on such survey.

3.14. Common Elements. The Common Elements include:

3.14.1. The portions of the Condominium Property which are not included within the Units.

3.14.2. A mailbox for each Unit, all of which are centrally located.

3.14.3. Easements through Units for conduits, ducts, plumbing, pipes, wiring and other facilities for the furnishing of Utilities and other services to Units and Common Elements.

3.14.4. An easement of support in every portion of the Unit which contributes to the support of the Building.

3.14.5. The property and installations required for the furnishing of Utilities and other services to more than one Unit or to the Common Elements.

3.14.6. Limited Common Elements; provided, however, Limited Common Elements are not accessible by all Unit Owners.

3.14.7. Fixtures owned or held for the common use, benefit and enjoyment of all Unit Owners in the Condominium.

3.14.8. Meter rooms, electrical rooms and mechanical rooms, if any.

3.15. Limited Common Elements. Each Unit shall have certain Limited Common Elements appurtenant thereto as follows:

3.15.1. Covered Screened Lanais. Covered screened lanais which are accessible from a Unit shall be for the exclusive use of the Unit owner owning such Unit. The Unit owner shall be responsible for maintenance and care of the screened lanai, including, without limitation, all wiring, electric outlets, lighting fixtures, screening, or screened doors. A Unit owner may install floor coverings (e.g. tile) within a lanai after obtaining the prior written approval of the Board. The Board shall be responsible for approving the design, structural integrity, aesthetic appeal and construction details or otherwise, which approval may be unreasonably withheld.

3.15.2. Garages and Driveways. Each Unit shall be entitled to the exclusive use of one (1) enclosed garage and driveway abutting said garage which will be assigned to the Unit

3.15.3. Air Space and Land Area for Air Handling Equipment. The right of exclusive use of the air space and area of the land adjacent to the Building occupied by the air handling equipment constituting a part of and serving a Unit, all as more particularly set forth in Exhibit 2 (as to Phase 1). Such air handling equipment may be placed on a single pad, which pad may be shared by more than one (1) Unit.

3.15.4. Mailboxes. Each Unit shall be assigned one (1) mailbox (each, a “**Mailbox**”). Upon such assignment, the Mailbox so assigned shall be deemed a Limited Common Element of the Unit and the Unit Owner’s right to use such Mailbox shall become an appurtenance to the Unit. The exclusive use of any such Mailbox may not be conveyed or assigned to another Unit or Unit Owner.

3.15.5. Other. Any other portion of the Common Elements which, by its nature, cannot serve all Units but serves one (1) Unit or more than one (1) Unit, shall be deemed a Limited Common Element of the Unit(s) served and shall be maintained by such Owner. In the event of any doubt or dispute as to whether any portion of the Common Elements constitutes a Limited Common Element or in the event of any question as to which Units are served thereby, a decision shall be made by a majority vote of the Board and shall be binding and conclusive when so made.

3.16. Easements. The following easements are hereby created (in addition to any easements created under the Act and any easement affecting the Condominium Property and recorded in the Public Records of County).

3.16.1. Support. Each Unit shall have an easement of support and of necessity and shall be subject to an easement of support and necessity in favor of all other Units and the Common Elements.

3.16.2. Utilities and Drainage. Easements are reserved under, through and over the Condominium Property as may be required from time to time for Utilities, other services, and drainage in order to serve the Condominium and/or members of Association. A Unit Owner shall do nothing within or outside his or her Unit that interferes with or impairs, or may interfere with or impair, the provision of such Utilities, other services or drainage facilities or the use of these easements.

3.16.3. Encroachments. An easement for the unintentional and non-negligent encroachment by any Unit upon any other Unit or Common Element, or vice versa, for any reason not caused by or resulting from the willful or negligent act of any Unit Owner, including without limitation, encroachments caused by or resulting from the original construction of improvements, which exclusive easement shall exist at all times during the continuance of such encroachment, as an easement appurtenant to the encroaching Unit or other improvement, to the extent of such encroachment. Encroachments may result from (i) construction of the Improvements; (ii) settling or shifting of the Improvements; (iii) any alteration or repair to the Common Elements made by or with the consent of Association, and/or (iv) any repair or restoration of the Improvements (or any portion thereof) after damage by fire or other casualty or any taking by condemnation or eminent domain proceedings of all or any portion of any Unit or the Common Elements.

3.16.4. Ingress and Egress. Non-exclusive easements in favor of each Unit Owner and resident, their guests and invitees, and the unit owners, residents, guests and invitees of the Other Condominiums shall exist for pedestrian traffic over, through and across sidewalks, streets, paths, walks and other portions of the Common Elements as from time to time may be intended and designated for such purpose and use; and for vehicular and pedestrian traffic over, through and across such portions of the Common Elements as from time to time may be paved and intended for such purposes. Each Unit Owner shall have reasonable access to the public roads from the Condominium. None of the easements specified in this Section shall be encumbered by any leasehold or lien other than those on the Condominium Parcels. Notwithstanding the foregoing, Unit Owners, residents, guests and invitees of the Other Condominiums shall have no right to access the hallways and other portions of the Common Elements unless such access is necessary for use and enjoyment of the Common Areas of the Golf Club or Master Community.

3.16.5. Construction; Maintenance. Developer (including its designees, contractors, successors and assigns) shall have the right, in its and their sole discretion, from time to time, to enter the Condominium Property and take all other action necessary or convenient for the purpose of completing the construction thereof, of any Improvements or Unit located or to be located thereon.

3.16.6. Use of the Condominium. As long as Developer, its successors, assigns or nominees owns any portion of the property that comprises or may comprise part of the Master Neighborhood, Developer its agents, nominees, designees, successors, and assigns, shall have the right to use portions of the Master Neighborhood owned by Developer, its successors, assigns or nominees and the Common Elements of the Condominium for marketing and sales purposes. By way of example, and not as a limitation, Developer, its successors, assigns or nominees may maintain model units and sales offices within any portion of the Master Community, including the Condominium, show model units and the Common Elements to prospective purchasers and tenants of the Units or other property within the Master Community offered for sale or lease by Developer, and erect on the Condominium Property signs and other promotional material to advertise Units or other property being offered for sale or lease by Developer. Developer reserves the right to use any Units not conveyed as temporary accommodations for, but not limited to, prospective purchasers. Such temporary accommodations shall not be considered leasing of the Unit.

3.16.7. Additional Easements. Developer and Association, on their behalf and on behalf of all Unit Owners (each of whom hereby appoints Developer and Association as their attorney-in-fact for this purpose), each shall have the right to grant such additional electric, gas, other Utilities or service easements, or relocate any existing easements or drainage facilities in any portion of the Condominium Property, and to grant access easements or relocate any existing access easements in any portion of the Condominium Property, as Developer or Association shall deem necessary or desirable for the proper operations and maintenance of the Improvements, or any portion thereof, or for the general health or welfare of the Unit Owners, or for the ongoing development of the Condominium, or for the purpose of carrying out any provisions of this Declaration or otherwise, provided that such easements or the relocation of existing easements will not prevent or unreasonably interfere with the reasonable use of the Units for dwelling purposes. Association has the authority without the joinder of any Unit Owners, to grant, modify or move any easement in and about the Common Elements.

3.16.8. Paved Driveways and Roads. Other condominiums are expected to be constructed within the Master Community. Some of the other condominiums within the Master Community may need vehicular and pedestrian ingress and egress access over the paved driveways and roads within the Condominium. To the extent the paved driveways and roads within the Master Community provide access to other homes or amenities in the Master Community, Developer and Association hereby grant non-exclusive easements, at no charge, for vehicular and pedestrian ingress and egress over the paved driveways and roads within the Condominium in favor of (1) the Unit Owners and residents, (2) their guests and invitees, and (3) the associations that will operate the condominiums of the Master Community. Further, Developer hereby agrees to provide a similar access easement, at no charge, in favor of Unit Owners and residents, their guests and invitees over the paved driveways and roads of the other condominiums within the Master Community.

3.16.9. Water Transmission and Distribution Facilities Easement and Repair. To the extent that any water and sewer facilities are to be provided or maintained by the County, Developer hereby grants and conveys to City and/or County (as applicable), their respective successors and assigns, the non-exclusive right, privilege and easement to construct, re-construct, lay, install, operate, maintain, relocate, repair, replace, improve and inspect water transmission and distribution facilities and sewer collection facilities and all appurtenances thereto, and all appurtenant equipment, with the full right of ingress thereto and egress therefrom, within the Condominium Property (excluding such facilities located inside a Unit) in accordance with plans approved by Developer or Association.

3.16.10. Blanket Easement in Favor of District. The District shall also have blanket easements necessary for District operations above, across, and under the Condominium.

3.16.11. Easement in Favor of Golf Club Association and Master Association. Developer and Association hereby grant a non-exclusive pedestrian and vehicular easement in favor of the Golf Club Association and Master Association over all of the Condominium Property with the exception of the Buildings.

3.16.12. Public Easements. Police, fire, sanitation, school transportation, health, water, sewer and other public service and utility company personnel and vehicles shall have a non-exclusive easement for ingress and egress over and across the Common Elements. The City shall also have a non-exclusive easement for ingress and egress over and across the Common Elements.

3.16.13. Reservation of Right for Developer to Grant Additional Easements. For as long as the Golf Club and Master Community are being developed, Developer shall have the right to grant any additional easements over the Condominium Property that Developer determines are necessary for the continued development and operation of the Golf Club and Master Community. Developer may grant such easements, without the joinder of Unit Owners, Association, Other Condominium Association, Golf Club Association, Master Association or any lender. By way of example and not as a limitation, Developer may grant easements to itself or others for pedestrian or vehicular ingress and egress across the roads within the Condominium. This Section may not be amended by anyone other than Developer without Developer's joinder.

4. Restraint Upon Separation and Partition of Common Elements. The undivided share in the Common Elements and Common Surplus which is appurtenant to a Unit, an exclusive easement for the use of the airspace occupied by the Unit as it exists at any particular time and as the Unit may lawfully be altered or reconstructed from time to time, membership in Association designated in this Declaration, with the full voting rights appertaining

thereto, and except as provided herein, the exclusive right to use all appropriate appurtenant Limited Common Elements, shall not be separated from and shall pass with the title to the Unit, whether or not separately described. All of these aforescribed appurtenances to a Unit, except as elsewhere provided to the contrary, cannot be conveyed or encumbered except together with the Unit. The respective shares in the Common Elements appurtenant to Units shall remain undivided, and no action for partition of the Common Elements, the Condominium Property, or any part thereof, shall lie, except as provided herein with respect to termination of the Condominium.

5. Ownership of Common Elements and Common Surplus and Share of Common Expenses; Voting Rights.

5.1. Percentage Ownership and Shares. Each Unit, regardless of size, has an equal undivided percentage interest in the Common Elements and Common Surplus, and shall share equally in the Common Expenses. Each Unit's undivided share in the Common Elements is determined by dividing the number one (1) by the total number of Units comprising the Condominium. If all Phases are submitted as part of the Condominium, then the undivided share in the Common Elements appurtenant to each Unit in the Condominium is 1/116, and each Unit Owner will be responsible for a proportionate share of the Common Expenses and will own a proportionate share of the Common Surplus equal to such undivided share in the Common Elements.

5.2. Voting. Each Unit shall be entitled to one (1) vote to be cast by its Unit Owner(s) in accordance with the provisions of the By-Laws and Articles. Each Unit Owner shall be a member of Association.

6. Wentworth Estates Community Development District.

6.1. Generally. The Wentworth Estates Community Development District (the "**District**") has been or is anticipated to be created within the Master Community. Portions of the Condominium Property (other than the Units), Golf Club or Master Community may be owned by the District and maintained by the District including, without limitation, the drainage system, landscaping, lakes, roads, Surface Water Management System, and/or utilities. In the event that any portion of the Condominium, Golf Club or Master Community is owned by the District, such facilities shall not be part of the Common Areas of the Golf Club or Master Community or Common Elements, but will be part of the infrastructure facilities owned by the District (the "**Facilities**").

6.2. Creation of the District. The District may issue special assessment bonds (the "**Bonds**") to finance a portion of the cost of the Facilities. The District is an independent, multi-purpose, special district created pursuant to Chapter 190 of the Florida Statutes. The creation of the District puts residential units and non-residential development of the Condominium under the jurisdiction of the District. The District may be authorized to acquire, finance, fund, install, equip, extend, construct or reconstruct without limitation, the following: water and sewer facilities, environmental mitigation, roadways, Surface Water Management System, utility plants and lines, and land acquisition, miscellaneous utilities for the Condominium and other infrastructure projects and services necessitated by the development of, and serving lands, within the Golf Club and/or Master Association (the "**Public Infrastructure**"). The estimated design, development, construction and acquisition costs for the Facilities may be funded by the District in one or more series of governmental bond financings utilizing Bonds or other revenue backed bonds. The District may issue both long-term debt and short-term debt to finance the Public Infrastructure. The principal and interest on the Bonds may be repaid through non ad valorem special assessments ("**District Debt Service Assessments**") levied on all benefiting properties in the District, which properties have been found to be specially benefited by the Public Infrastructure. The principal and interest on the other revenue backed bonds ("**District Revenue Bonds**") may be repaid through user fees, franchise fees or other use related revenues. In addition to the Bonds issued to fund the Public Infrastructure costs, the District may also impose an annual non ad valorem special assessment to fund the operations of the District and the maintenance and repair of its Public Infrastructure and services ("**District Maintenance Special Assessments**").

6.3. District Assessments. The District Debt Service Assessments and District Maintenance Special Assessments will not be taxes but, under Florida law, constitute a lien co-equal with the lien of state, county, municipal, and school board taxes and may be collected on the ad valorem tax bill sent each year by the Tax Collector of Collier County and disbursed to the District or may be billed directly by the District. The homestead exemption is not applicable to the District Assessments. Because a tax bill cannot be paid in part, failure to pay the District Debt Service Assessments, District Maintenance Special Assessments, or any other portion of the tax bill will result in the sale of tax certificates and could ultimately result in the loss of title to the property of the delinquent taxpayer through the issuance of a tax deed. District Revenue Bonds are not taxes or liens on property. If the fees and user charges underlying the District Revenue Bonds are not paid, then such fees and user charges could become liens on the property which could ultimately result in the loss of title to the property through the issuance of a tax deed. It is anticipated, but not guaranteed, that the initial amount of the District Debt Service Assessments for the Series A Bonds is estimated to be no greater than approximately \$1,380 per year per Unit. The total amount of District Maintenance Special Assessments is unknown at this time and may vary from year to year and from time to time. The actual amount of District Debt Service Assessments will be set forth in the District Assessment Methodology Report. District Maintenance Special Assessments relating to Facilities will be determined by the District. Any future District Assessments and/or other charges due with respect to the Facilities are direct obligations of each Owner and are secured by a lien against the Unit as set forth in this Section 6. Failure to pay such sums may result in loss of property as set forth in this Section 6. The District may construct, in part or in whole, by the issuance of Bonds (as explained in Section 6.2 above) certain Facilities which may include, but are not limited to, roads, utilities, landscaping, and/or drainage system, as the District determines in its sole discretion.

6.4. Common Areas and Facilities Part of District. Portions of the Common Areas of the Golf Club and/or Master Community may be conveyed by Developer to the District. Such Facilities will be part of the District and the District shall govern the use and maintenance of the Facilities. In the event that Developer conveys certain Facilities to the District, some of the provisions of this Declaration will not apply to such Facilities, as the Facilities

will no longer be Common Areas of the Golf Club or Master Community . By way of example and not of limitation, the procedures respecting Developer's obligation to convey the Common Areas of the Golf Club or Master Community will not apply to the Facilities. ANY CONVEYANCE OF COMMON AREAS OF THE GOLF CLUB OR MASTER COMMUNITY TO THE DISTRICT SHALL IN NO WAY INVALIDATE THIS DECLARATION. Developer may decide, in its sole and absolute discretion, to convey additional portions of the Common Areas of the Golf Club or Master Community to either the District, Golf Club Association or Master Association, thereby making such Common Areas of the Golf Club or Master Community part of the Facilities. The District, Golf Club Association or Master Association may promulgate membership rules, regulations and/or covenants which may outline use restrictions for the Facilities, or Golf Club Association's and/or Master Association's responsibility to maintain the Facilities, if any. The establishment of the District and the inclusion of Facilities in the District will obligate each Owner to become responsible for the payment of District Debt Service Assessments and District Maintenance Special Assessments for the acquisition, construction, reconstruction, and equipping of the Facilities as set forth in this Section.

6.5. Facilities Owned by District. The Facilities may be owned and operated by the District or owned by the District and managed by Association, Golf Club Association and/or Master Association. The Facilities may also be owned by a governmental entity other than the District. The Facilities shall be used and enjoyed by the Unit Owners, on a non-exclusive basis, in common with such other persons, entities, and corporations that may be entitled to use the Facilities.

7. Amendments.

7.1. Amendment by Association.

7.1.1. Proposal. Amendments to this Declaration may be proposed by the Board by resolution adopted by a majority vote of the Directors present at any regular or special meeting of the Board at which a quorum is present or by the Owners of a twenty percent (20%) of the Units, whether by vote of such Owners as members of Association at a special or regular meeting of the members or by written instrument signed by them. Any amendment to this Declaration so proposed by the Board or members of Association shall be transmitted to the President of Association, or, in the absence of the President, to a Vice President or other acting chief executive officer.

7.1.2. Notice. Notice of the subject matter of the proposed amendment to this Declaration shall be included in the notice of any regular or special meeting of Association at which such proposed amendment is to be considered.

7.1.3. Adoption. Except as elsewhere provided, approval of an amendment must be by affirmative vote of:

7.1.3.1. Unit Owners owning in excess of fifty percent (50%) of the Voting Interests represented at any meeting at which a quorum has been attained and by not less than sixty-six and two-thirds percent (66-2/3%) of the Board; or,

7.1.3.2. Unit Owners owning not less than eighty percent (80%) of the Voting Interests represented at any meeting at which a quorum has been attained; or,

7.1.3.3. Unless otherwise provided under Chapter 718 and specifically Section 718.110, Florida Statutes, prior to the date upon which Unit Owners other than Developer control the Board, one hundred percent (100%) of the Board. Notwithstanding the foregoing, if the Act requires Unit Owner approval for the amendment being considered, then the amount of Unit Owner approval required under the Act will also be necessary for the approval of the amendment.

7.1.4. Not Present. Directors not present in person at the meeting considering the amendment may express their agreement or disagreement in writing, provided that the same is delivered to the Secretary at or prior to the meeting. Such agreement or disagreement may not be used as a vote for or against the action taken and may not be used for the purpose of creating a quorum.

7.2. By Developer. For so long as Developer holds any Units in the Condominium for sale in the ordinary course of business, Developer may, without joinder or consent of Association or any Unit Owner or mortgagee, adopt and record an amendment to this Declaration for the purpose of correcting a defect, error or omission in or of this Declaration not materially affecting the rights of Unit Owners, lienors or mortgagees. Without in any way limiting the generality of the foregoing, and except as prohibited by the Act as it exists on the date hereof (e.g., those actions governed by Section 718.110(4) and (8) of the Florida Statutes (2008)), as long as Developer owns one or more Units for sale in the ordinary course of business, Developer shall have an absolute right to make any amendment to this Declaration, including, without limitation, any amendments that are requested or required by any Institutional First Mortgagee or prospective Institutional First Mortgagee or any other governmental or quasi-governmental body which owns or expects to own one or more institutional first mortgages on Units or to insure the payment of one or more such mortgages to enhance the marketability of its first mortgages on Units to one or more of the foregoing.

7.3. Execution and Recording. An amendment, other than amendments made by Developer pursuant to the Act or this Declaration, shall be evidenced by a certificate of Association which shall include recording information identifying this Declaration and shall be executed in the form required for the execution of a deed.

Amendments by Developer must be evidenced in writing, but a certificate of Association is not required. An amendment of this Declaration is effective when properly recorded in the Public Records of County.

7.4. Procedure. The procedure for adopting amendments and the form of all amendments shall be in conformance with the requirements of the Act.

7.5. Restrictions on Amendments.

7.5.1. No amendment shall change the configuration or size of any Unit in any material fashion, materially alter or modify the appurtenances to any Unit, or change the percentage by which the Unit Owner shares the Common Expenses and owns the Common Elements and Common Surplus, unless a majority of the total Voting Interests of Association, including all of the record owners of Units affected by such amendment and all record owners of liens on the Unit and all the record owners of all other Units in the same Condominium join in the execution of the amendment; provided, however, no approval shall be required by Unit Owners if such amendment is required by any governmental entity having jurisdiction over the Condominium.

7.5.2. No amendment may be adopted which would eliminate, modify, prejudice, abridge or otherwise adversely affect any rights, benefits, privileges or priorities granted or reserved to Developer, without the written consent of Developer. This provision may not be amended.

7.5.3. No amendment shall materially affect the rights or interests of Institutional First Mortgagees without their prior consent, which shall be evidenced as provided in the Act and which shall not be unreasonably withheld. It shall be presumed that, except as to those matters set forth in Sections 718.110(4) and (8) of the Florida Statutes (2008), amendments to the Declaration do not affect the rights or interests of Institutional First Mortgagees.

8. Maintenance and Repairs. Responsibility for maintenance, repairs and replacements of Condominium Property and property of Unit Owners located or situated within the Condominium shall be as follows:

8.1. Units. Each Unit Owner shall maintain, repair and replace, as necessary and whether ordinary or extraordinary, all portions of his Unit, including but not limited to fixtures, entrances, screens, both sides of windows accessible from the Unit (e.g., windows accessible from a balcony or patio, if any, are the responsibility of Unit Owner), all screen doors, and all other doors and door hardware within or affording access to a Unit, that portion of the mechanical, electrical (including all wiring), plumbing (including fixtures and connections), heating and air-conditioning equipment (including the air handling equipment exclusively serving a Unit) within the Limited Common Elements of such Unit), thermostats, fixtures and outlets, smoke alarms, appliances, carpets and other floor covering lying within the boundaries of the Unit, all interior surfaces including interior partitions (and, in general, the entire interior of the Unit) at the Unit Owner's sole cost and expense, except as otherwise expressly provided to the contrary herein. Windows which are not accessible to Unit Owners (by way of example, the exterior of any window that cannot be reached from the balcony) shall be washed by Association and the cost thereof shall be a Common Expense. Notwithstanding the obligation of Unit Owners for maintenance, repair and replacement of and in Units, the proceeds of all insurance awards or payments under insurance carried by Association for loss of or damage to or within Units (if any such insurance is available) shall be applied against repairs and replacements to the extent that such award or payments exceed the deductible provisions of such insurance. All maintenance, repairs and/or replacements for which Unit Owner is responsible and obligated to perform, which, if not performed or omitted, would affect other Units or Common Elements, shall be performed promptly as the need arises. If a Unit Owner fails to perform promptly his or her responsibilities of repair, maintenance and replacement, Association shall be entitled to seek all remedies available at law, including the right to impose fines and/or to take legal action to require the Unit Owner to perform the responsibilities. Association shall be entitled to, but not obligated to, perform the necessary work at the cost of the Unit Owner and shall be entitled to access the Unit for that purpose. Association reserves the right to, but is not obligated to, enter into a service contract with an entity that will be available to provide minor maintenance or repair services to the electrical, plumbing, and heating and air-conditioning equipment. The service contract may also provide for minor maintenance and repair services to all appliances originally provided by Developer. There is no guarantee that the service contract will be in place or that all of the items listed will be covered under the service contract. The Unit Owner will continue to be responsible for the maintenance and repair of any item not covered under a service contract. The cost of a service contract, if in place, will be a Common Expense of Association.

8.2. Air Conditioning Air Handling Equipment. As provided in Section 3.13.4 hereof, the air conditioner air handling equipment is deemed to be included as part of the Unit it exclusively serves; accordingly, the maintenance obligations set forth in Section 8.1 above apply to air conditioner air handling equipment. The obligation to maintain and repair any heating and air conditioning equipment, plumbing or electrical fixtures or other items of property which service a particular Unit or Units shall be the responsibility of the applicable Unit Owner(s), individually, and not Association, without regard to whether such items are included within the boundaries of the Unit(s).

8.3. Limited Common Elements.

8.3.1. General Maintenance Requirements. Each Unit Owner shall maintain, repair and replace, as necessary and whether ordinary or extraordinary, all non-structural portions of Limited Common Elements exclusively (or non-exclusively in the case of a fence) serving his or her Unit, excluding Parking Areas and Mailboxes including, but not limited to fixtures, light bulbs, ceiling fans, screen doors and screening, all garden items and the grass, plants, shrubs and flowers within such Limited Common Element, if enclosed by a fence or a wall, if applicable, and all other doors and gates, if applicable, within or affording access to a Limited Common

Element, that portion of the electrical (including wiring), plumbing, if any (including fixtures and connections), fixtures and outlets, appliances, floor covering lying within the boundaries of the Limited Common Element, all interior surfaces (and, in general, the entire interior of the Limited Common Element) at the Unit Owner's sole cost and expense, except as otherwise expressly provided to the contrary herein. If a Unit Owner fails to perform promptly his or her responsibilities of repair, maintenance and replacement of Limited Common Elements, Association shall be entitled to seek all remedies available at law, including the right to impose fines and/or to take legal action to require the Unit Owner to perform the responsibilities. Association shall be entitled to perform the necessary work at the cost of the Unit Owner and shall be entitled to access to the Limited Common Element for that purpose or for the repair, replacement, and maintenance of the Limited Common Element and other facilities.

8.3.2. Balconies, Patios, Terraces and Garages. The Units may have access to a patio, balcony or terrace. The Unit Owner shall be responsible for maintenance and care of the balconies, patios, terraces and garages, including, without limitation, all wiring, electric outlets, lighting fixtures, flooring, and screening, if applicable. A Unit Owner may install floor coverings (e.g., tile) within a balcony and/or patio after obtaining the prior written approval of the Board as more particularly explained in Section 18.19 hereof. The Board shall be responsible for approving the design, structural integrity, aesthetic appeal and construction details, or otherwise, which approval may be unreasonably withheld. No changes whatsoever can be made to these areas without the permission of Association, which may be withheld for any reason. Although these balconies, patios, terraces and garages may appear to be part of the applicable Unit, such Balconies, Patios, Terraces and Garages must be accessible at all times to Association, maintenance persons such as window washers, police, fire rescue workers and such other persons as Association may allow access for the safety, welfare or health of the Unit Owners and/or Association. There is no guarantee that the balconies, patios, terraces and garages will be free from noise or private. Unless damage is caused due to the Unit Owner's negligence, Association shall be responsible for maintaining all structural components of the balconies, patios, terraces and garages, including, without limitation, any rebar running through or underneath such facilities, the post and the below ground footers that stabilize the posts that support the overhang, if any. Each Unit Owner is required to keep any driveway area immediately leading to their garage free from dirt, grease and grime. The Association as a Common Expense is required to repair and replace any driveway pavement surface. Each Unit Owner is responsible for the maintenance, repair and replacing of all electrical wiring, outlets, lighting fixtures, garage door and any garage door opening equipment at Unit Owners expense.

8.3.3. Mailboxes, and other Limited Common Elements. Unless otherwise provided in this Declaration, Association shall be responsible for performing necessary maintenance, repairs and replacements, and keeping in clean and orderly condition, Mailboxes, or other facilities, if any, designated herein as Limited Common Elements, and the cost of the same shall be treated as Common Expenses assessed against all Unit Owners.

8.3.4. Failure to Perform Responsibilities. If a Unit Owner fails to perform promptly his or her responsibilities of repair, maintenance and replacement of Limited Common Elements, Association shall be entitled to seek all remedies available at law, including the right to impose fines and/or take legal action to require the Unit Owner to perform the responsibilities. Association shall be entitled to perform the necessary work at the cost of the Unit Owner and shall be entitled to access to all Limited Common Elements for that purpose or for the repair, replacement or maintenance of all Limited Common Element screening and other facilities.

8.4. Areas Outside Buildings. All exterior Condominium Property not within the boundaries of the Buildings hereof shall be operated, maintained, replaced and repaired by the Association. Such operation and maintenance shall include, but not be limited to, the cost for insurance, landscaping, pavement replacement, directional signs, and shrubbery. The items to be maintained by Association shall include, but not be limited to, items such as the parking areas, driveways, roads, fences, and mailboxes if located outside the boundaries of the Buildings, if any.

8.5. Common Elements. Except to the extent (i) expressly provided to the contrary herein, or (ii) if proceeds of insurance are made available therefor, or (iii) except as provided in the Golf Club Declaration or the Master Declaration, all maintenance, repairs and replacements in or to the Common Elements and Limited Common Elements (other than certain of the Limited Common Elements as provided above, and otherwise as provided in this Declaration) shall be performed by Association and the cost and expense thereof shall be charged to all Unit Owners as a Common Expense, except to the extent arising from or necessitated by the negligence, misuse or neglect of specific Unit Owners, in which case such cost and expense shall be paid solely by such Unit Owners. Association is bound to comply with all maintenance standards set forth in the Golf Club Declaration and Master Declaration. In order to operate the Condominium, it is possible that holes may be cut in walls to facilitate the placement of equipment benefiting the Condominium. Further, due to the location of these areas, it is possible that noise or vibration of equipment may be heard or felt inside the Units. The Condominium may be designed with a roof membrane. The roof may contain hooks or other apparatus in the floor or walls that will allow equipment to be used to clean windows of the Condominium. When windows are cleaned, there may be drops or swings placed on the roof. Trellises, if any, forming part of the roof shall be maintained, along with the rest of the roof by Association.

8.6. Association's Right of Access to Units. Association has the irrevocable right of access to each Unit during reasonable hours when necessary for the maintenance, repair, or replacement of any Common Elements or Limited Common Elements, or for making emergency repairs which are necessary to prevent damage to the Common Elements or Limited Common Elements or to another Unit or Units.

8.7. Light Fixtures. Prior to completion of the last Unit to be constructed in the Master Community, Developer or its designee, shall have the right but not the obligation, to cause those electric light fixtures which may be attached to the front exterior of the Building between Units, if any, plus those electric street lights adjoined or adjacent to each Building, if any, to be turned on and off via an automatic device. Association shall be responsible for the cost of the electricity, maintenance, repair and replacement of all parts of the electric light fixtures, the street

lights and the automatic device. The light fixtures that are placed on the Building immediately outside the front exterior of each Unit, if any, will be manually operated by each Unit Owner from within the respective Unit. The replacement and maintenance of these fixtures, as well as the cost of electricity, shall be an expense to the Unit Owner.

8.8. Requirements. All work performed on the Condominium Property or any portion thereof shall be in compliance with all applicable governmental building and zoning requirements. All plumbing and electrical maintenance, repairs, and replacements shall be made only by entities and/or individuals duly insured, licensed, if applicable, and qualified to perform such services.

8.9. Affirmative Obligation of Association. In the event that Association believes that Developer has failed in any respect to meet Developer's obligations under this Declaration or has failed to comply with any of Developer's obligations under law or the Common Elements or Limited Common Elements are defective in any respect, Association shall give written notice to Developer detailing the alleged failure or defect. Association agrees that once Association has given written notice to Developer pursuant to this Section, Association shall be obligated to permit Developer and its agents to perform inspections of the Common Elements or Limited Common Elements and to perform all tests and make all repairs/replacements deemed necessary by Developer to respond to such notice at all reasonable times. Association agrees that any inspection, test and/or repair/replacement scheduled on a business day between 9 a.m. and 5 p.m. shall be deemed scheduled at a reasonable time. The rights reserved in this Section include the right of Developer to repair or address, in Developer's sole option and expense, any aspect of the Common Elements or Limited Common Elements deemed defective by Developer during its inspections of the same. Association's failure to give the notice and/or otherwise comply with the provisions of this Section will damage Developer. At this time, it is impossible to determine the actual damages Developer might suffer. Accordingly, if Association fails to comply with its obligations under this Section in any respect, Association shall pay to Developer liquidated damages in the amount of \$250,000.00 which Association and Developer agree are a fair and reasonable remedy.

9. Architectural Control Provisions of Master Declaration. Each Unit and Unit Owner is subject to the architectural restrictions set forth in the Master Declaration, if any.

10. Provisions of Golf Club Declaration, Master Declaration and The District. Each Unit Owner is subject to all of the terms and conditions set forth in the Golf Club Declaration and the Master Declaration, all of which, to the extent appropriate and to the extent the same do not conflict with the powers and duties of Association or the rights of Unit Owners as contained in the Act, are incorporated herein by reference. The Golf Club Association and Master Association shall have all rights of pedestrian and vehicular access, ingress and egress over and upon the Condominium Property necessary to exercise its rights and privileges under the Golf Club Declaration and the Master Declaration. Each Unit Owner is subject to the Neighborhood Standards of the Master Community, as established under the Master Declaration. In addition to the foregoing, there are facilities constructed within the Condominium which serve the Golf Club or Other Condominiums. Each Owner acknowledges the existence of the District and the obligation to pay District Debt Service Assessments and District Maintenance Special Assessments as provided in the Master Declaration and Section 6 hereof. This Declaration is subject and subordinate to the Golf Club Declaration and Master Declaration.

11. Architectural Control by Association. Any alterations, additions and improvements to the Condominium Property shall comply with the following:

11.1. Alterations by Unit Owners Other than Developer. No Unit Owner other than Developer, provided Developer shall own at least one (1) Unit in the Condominium for sale in the ordinary course of business, shall, without first having obtained the written consent of the Board and all required governmental approvals and permits, make any alteration, replacement, decoration, enclosure, or addition in or to the Common Elements (including any Limited Common Element appurtenant to a Unit) or the Unit. Without limiting the generality of the foregoing, no Unit Owner other than Developer, provided Developer shall hold at least one (1) Unit in the Condominium for sale in the ordinary course of business, without having first obtained the prior consent of the Board, shall:

11.1.1. change, modify and remove, in whole or in part, replace, reroute, or otherwise affect any column, wall or partition, pipe, duct, wire or conduit, or obstruct any easement herein provided for; or

11.1.2. change, modify or otherwise affect in any manner any mechanical, Utilities, electrical, plumbing, Telecommunication Services, architectural or structural system or element of the Building; or

11.1.3. remove, or change the style, pattern, material, texture or outside color of any door, window, fixture or equipment in or on an exterior of a Unit or Building wall; or

11.1.4. cover, from the inside or outside, the glass or other transparent or translucent material in any exterior door or window with, or apply or affix thereto, any material or substance which shall render the same opaque or change the exterior color thereof, except interior draperies, curtains, shades or shutters which are lined, backed, covered or painted on the side visible from the exterior with a neutral color material, any and all of which shall conform to building standards and Rules from time to time promulgated by the Board; or

11.1.5. affix to or cover any exterior door or window, or otherwise install on the exterior of any Unit or the Building, any storm or hurricane shutter which has not been approved by Association or any awning or any protective or decorative panel, paneling, trim, enclosure, fixture, or appliance; or

11.1.6. change, modify or otherwise affect in any manner the impact resistant glass windows and sliding glass doors; or

11.1.7. otherwise change, modify or alter the exterior of any Unit or the Building so that it thereby differs in appearance from any other Units of the same type.

11.2. Requests for Approval. All requests by Unit Owners for approval of alterations or additions shall be submitted to the Board in writing together with (a) two (2) copies of such plans and specifications as the Board shall require to evaluate the request, and (b) such reasonable fee as from time to time may be fixed by the Board to defray the expenses of reviewing such requests. The Board shall have a period of forty five (45) days after the date of its receipt of any such request within which to approve or disapprove the same, and if not approved within such forty-five (45) day period, such request shall be deemed disapproved. Any Unit Owner making an addition, alteration, or improvement shall be deemed to have agreed to indemnify and hold Association and all other Unit Owners harmless from all damages and liability which results from such addition, alteration or improvement.

11.3. Alterations by Association. Whenever, in the judgment of the Board, the Common Elements or any part thereof shall require capital additions, alterations or improvements (as distinguished from repairs and replacements) costing in excess of Fifty Thousand Dollars (\$50,000.00) in the aggregate in any calendar year, Association may proceed with such additions, alterations or improvements only if the making of such additions, alterations or improvements shall have been approved by a majority of the Voting Interests represented at a meeting at which a quorum is attained. Any such additions, alterations, or improvements to such Common Elements or any part thereof costing in the aggregate of Fifty Thousand Dollars (\$50,000.00) or less in a calendar year may be made by Association without approval of the Unit Owners. The cost and expense of any such additions, alterations or improvements to such Common Elements shall constitute a part of the Common Expenses and shall be assessed to the Unit Owners as Common Expenses. The dollar cap provided in this Section shall be adjusted annually to take into account changes in the cost of living as reflected in any nationally available Consumer Price Index selected by the Board.

11.4. Alterations by Developer. As long as Developer is offering at least one (1) Unit in the Condominium for sale in the ordinary course of business, Developer shall have the right, without the vote or consent of Association to:

11.4.1. Make structural and non-structural changes, alterations, additions, or improvements in and to the Units owned by Developer and to change the interior design and arrangement of Developer-owned Units; and

11.4.2. Change the size and/or number of Developer owned Units by combining all or part of two (2) or more Developer owned Units or by subdividing one (1) or more Developer owned Units (including any Units resulting from the prior combination of two (2) or more of Developer owned Units) or otherwise, and to reapportion among the affected Developer-owned Units their appurtenant undivided interest in the Common Elements, all only to the extent permitted by and according to the procedures provided in the Act. Any change in the number or size of Developer-owned Units and any reapportionment of that appurtenant undivided interest in the Common Elements shall be reflected by an amendment to this Declaration which shall contain a survey reflecting the change.

12. Operation of the Condominium by Association; Power and Duties; Limitation Upon Liability of Association. Association shall be the entity responsible for the operation of the Condominium. The powers and duties of Association shall include those set forth in the Articles and By-Laws. Notwithstanding the duty of Association to maintain and repair parts of the Condominium Property, Association shall not be liable to Unit Owners for injury or damage, other than for the cost of maintenance and repair caused by any condition of the Condominium Property.

13. Assessments. Association has been granted the right to make, levy and collect Assessments against the Unit Owners to provide the funds necessary for the proper operation and management of the Condominium. The following provisions shall govern the making, levying and collecting of such Assessments for Common Expenses, and the payment of the costs and expenses of operating and managing the Condominium by Association.

13.1. Determination of Assessments. The Board shall from time to time, and at least annually, prepare a budget for the Condominium, determine the amount of Assessments payable by the Unit Owners to meet the Common Expenses of the Condominium, and allocate and assess such expenses among the Unit Owners in accordance with the provisions of this Declaration and the By-Laws. Each Unit Owner shall be liable for his or her share of all Common Expenses which shall be in the same percentage as his or her ownership of the Common Elements.

13.2. Association as Unit Owner. Should Association become the Unit Owner of a Unit, the Assessment which would otherwise be due and payable to Association by the Unit Owner of such Unit, reduced by the amount of income which may be derived from the leasing of such Unit by Association, shall be apportioned and the Assessment therefor levied ratably among the Owners of all Units which are not owned by Association, based upon their proportionate interests in the Common Elements exclusive of the interests therein appurtenant to the Unit owned by Association.

13.3. Time for Payment. The Assessment for Common Expenses levied against each Unit Owner shall be payable in quarterly installments or at such time as shall from time to time be fixed by the Board. The Unit

Owner is responsible for the payment of Assessments as of the date that such Unit Owner closes on the purchase of the Condominium Parcel.

13.4. Annual Budget. The Board shall, in accordance with the By-Laws of Association, establish an annual budget in advance for each fiscal year, which shall correspond to the calendar year, which shall estimate all expenses for the forthcoming year required for the proper operation, management and maintenance of the Condominium and all property owned by Association, if not an expense of another association, including, to the extent required by law and, in addition, when deemed necessary or advisable by the Board, a reasonable allowance for contingencies and reserves, and shall estimate all income to be collected during the year. Upon adoption of each annual budget by the Board, copies thereof shall be delivered to each Unit Owner, and the Assessment for the year shall be based upon such budget; provided, however, that failure to deliver a copy of the budget to a Unit Owner shall not affect the liability of such Unit Owner for the Assessments. Should the Board at any time and from time to time determine, in the sole discretion of the Board, that the Assessments levied are or may prove to be insufficient to pay the costs of operation and management of the Condominium, or in the event of emergencies, the Board shall have the authority to levy such additional Assessment or Assessments as it shall deem necessary. Any budget adopted shall be subject to change to cover actual expenses at any time. Any such change shall be adopted consistent with the provisions of the By-Laws. Additionally, the charges for Telecommunication Services, if any, to be provided to all of the Units of the Condominium, shall be deemed to be a Common Expense if not an expense of another association (*i.e.*, Golf Club Association and/or Master Association). The Board in determining the amount of the Assessments payable by the Unit Owners shall be authorized to include such charges in the estimated operating budget for the Condominium. Accordingly, the provisions contained in Section 14 of this Declaration with respect to the collection of Assessments shall be applicable to the charges for Telecommunication Services if the same are not expenses of and paid by the Golf Club Association and/or Master Association.

13.5. Reserve Funds. The Board, in establishing each annual budget, shall include therein sums to be collected and maintained as reserve funds for the repair and replacement of Common Elements and personal property held for the joint use and benefit of the Owners of all Units as required by the Act. Developer may vote to waive reserves or reduce the funding of reserves in accordance with the rights and obligations set forth in the Act.

13.6. Special Assessments. The specific purpose or purposes of any Special Assessment approved in accordance with this Declaration, Articles, or By-Laws shall be set forth in a written notice of such Special Assessment sent or delivered to each Unit Owner. The funds collected pursuant to a Special Assessment shall be used only for the specific purpose or purposes set forth in such notice, or returned to the Unit Owners. However, upon completion of such specific purpose or purposes, any excess funds shall be considered Common Surplus.

13.7. Use Fees. The Board has the right, but not an obligation, to establish use fees ("Use Fees") from time to time for the exclusive use of any portion of the Common Elements. Alternatively, the Board may elect not to charge Use Fees and include the costs of all or any of the foregoing in Common Expenses, which will then be shared by all Unit Owners in accordance with their percentage interest in the Common Elements.

13.8. Initial Capital Contribution. The Developer will collect at closing from each Unit Owner and deposit with the Association the sum of Two Hundred Dollars (\$200.00) which shall be an Initial Capital Contribution.

14. Collection of Assessments.

14.1. Delinquency or Default. The payment of any Assessment or installment thereof due to Association shall be in default if not paid to Association on or before the date due. When in default, the delinquent charges, Assessments or installments thereof shall bear interest at the highest rate permissible by law until the same, and all interest due thereon, have been paid in full.

14.2. Personal Liability of Unit Owner. The Owner(s) of each Unit shall be personally liable, jointly and severally, as the case may be, to Association for the payment of all Assessments for Common Expenses, regular or special, interest on such delinquent Assessments or installments thereof as above provided, and for all costs of collecting the Assessments and interest thereon, including reasonable attorneys' fees, paraprofessionals' fees and costs (pre-trial and at the trial and appellate levels), whether suit be brought or not, levied or otherwise coming due while such person(s) or entity own(s) a Unit.

14.3. Liability not Subject to Waiver. No Unit Owner may exempt himself from liability for any Assessment levied against such Unit Owner and his or her Unit by waiver of the use or enjoyment of any of the Common Elements, Limited Common Elements, or property owned by Association, or by abandonment of the Unit, or in any other manner.

14.4. Lien for Assessment. Association is hereby granted a lien upon each Unit and its appurtenant undivided interest in Common Elements and upon any Limited Common Elements appurtenant to any such Unit, which lien shall and does secure the monies due for all: (1) Assessments levied against the Unit and the Unit Owner(s), thereof, and (2) interest, if any, which may become due on delinquent Assessments owing to Association, and (3) reasonable costs and expenses, including actual attorneys' fees, paraprofessionals' fees and costs (pre-trial and at the trial and appellate levels) which may be incurred by Association in enforcing its lien upon the Unit and its appurtenances. The lien granted to Association may be established and foreclosed in the Circuit Court in and for County, and in any suit for the foreclosure of such lien, Association shall be entitled to seek an order of court that it is entitled to (i) collect rent from the Unit Owner if the Unit Owner remains in possession of the Unit after a judgment of foreclosure is entered and (ii) obtain the appointment of a receiver for such Unit to collect the rent if the Unit is leased or rented during the pendency of the foreclosure action. The lien of Association shall also secure all

advances for taxes, and payments on account of superior mortgages, liens or encumbrances made by Association to preserve and protect its lien, together with interest at the highest rate permitted by law on all such advances made for such purpose, and the priority of the lien shall relate back to the date upon which this Declaration was recorded, except as otherwise provided in the Act. No foreclosure judgment may be entered against a Unit Owner until at least thirty (30) days after Association gives written notice to the Unit Owner of its intention to foreclose its lien to collect the unpaid Assessments and/or charges. If this notice is not given at least thirty (30) days before the foreclosure action is filed, and if the unpaid Assessments, including those coming due after the claim of lien is recorded, are paid before the entry of a final judgment of foreclosure, Association may not recover attorney's fees or costs. The notice must be given by delivery of a copy of it to the Unit Owner or by certified mail, return receipt requested, addressed to the Unit Owner. If after diligent search and inquiry Association cannot find the Unit Owner or a mailing address at which the Unit Owner will receive the notice, the court may proceed with the foreclosure action and may award attorney's fees, paraprofessional fees and costs as permitted by law. The notice requirements of this Section are satisfied if the Unit Owner records a Notice of Contest of Lien as provided in the Act.

14.5. Recording and Priority of Lien. The lien of Association shall be effective from and after recording in the Public Records of County a claim of lien stating the name and address of Association, the description of the Unit encumbered thereby, the name of the record Unit Owner, the amount and the date when due, and shall continue for one (1) year unless within that time an action to enforce the lien is commenced in a court of competent jurisdiction, in which case the lien shall continue until such action is brought to completion. Such claims of lien shall include Assessments and charges which are due and which accrue subsequent to the recording of the claim of lien and prior to the entry of a certificate of title, plus interest, costs, attorney's fees, paraprofessional fees, advances to pay taxes and prior encumbrances and interest thereon, all as above provided. Such claims of lien shall be signed and verified by an officer or agent of Association. Upon full payment of all sums secured by such claim of lien, the same shall be satisfied of record. The lien of Association shall be subordinate to the lien of any mortgage or any other lien recorded prior to the time of recording Association's claim of lien except that the lien of Association for tax or Special Assessment advances made by Association where any taxing authority having jurisdiction levies any tax or Special Assessment against the Condominium as an entirety instead of levying the same against each Unit and its appurtenant undivided interests in Common Elements, shall be prior in lien, right and dignity to the lien of all mortgages, liens and encumbrances, whether or not recorded prior to Association's claim of lien therefor, and Association's claim of lien for collection of such portion of any tax or Special Assessment shall specifically designate that the same secures an Assessment levied pursuant to this Declaration.

14.6. Effect of Foreclosure or Judicial Sale. Subject to the provisions of Section 14.9 hereof, a Unit Owner, regardless of how title has been acquired, including by purchase at a foreclosure sale or by deed in lieu of foreclosure, is liable for all Assessments which come due while he or she is the Unit Owner, and is also jointly and severally liable with the previous Unit Owner for all unpaid Assessments that came due up to the time of transfer of title. This liability is without prejudice to any right the current Unit Owner may have to recover from the previous Unit Owner the amounts paid by the current Unit Owner.

14.7. Effect of Voluntary Transfer. When a Unit Owner proposes to lease, sell or mortgage the Condominium Parcel in compliance with other provisions of this Declaration, Association, upon written request of Unit Owner, shall furnish to the proposed purchaser or mortgagee, a statement verifying the status of payment of any Assessment or charge which shall be due and payable to Association by the Unit Owner. Such statement shall be executed by any officer of Association and any lessee, purchaser or mortgagee may rely upon such statement in concluding the proposed lease, purchase or mortgage transaction, and Association shall be bound by such statement. In the event that a Unit is to be sold or mortgaged at the time when payment of any Assessment or charge against the Unit Owner and the Unit which is due to Association shall be in default (as long as a claim of lien has been recorded by Association) then the proceeds of such sale or mortgage proceeds, as the case may be, shall be applied by the purchaser or mortgagee first to payment of any then delinquent Assessment or charge or installment thereof due to Association before payment of the balance of such proceeds of sale or mortgage to the Unit Owner responsible for payment of such delinquent Assessment. With any voluntary conveyance of a Unit, the grantee shall be jointly and severally liable with the grantor for all unpaid Assessments and charges against the grantor made prior to the time of such voluntary conveyance, without prejudice to the rights of the grantee to recover from the grantor the amounts paid by the grantee therefor.

14.8. No Election of Remedies. Institution of a suit at law to attempt to effect collection of the payment of any delinquent Assessment or charge shall not be deemed to be an election by Association which shall prevent it from thereafter seeking enforcement of the collection of any sums remaining owing to it by foreclosure, nor shall proceeding by foreclosure to attempt to effect such collection be deemed to be an election precluding the institution of suit at law to attempt to effect collection of any sum then remaining owing to it.

14.9. Institutional First Mortgagee.

14.9.1. The liability of an Institutional First Mortgagee or its successor or assignees who acquire title to a Unit by foreclosure or by deed in lieu of foreclosure for the unpaid Assessments that became due prior to the mortgagee's acquisition of title shall be governed by the Condominium Act, as it may be amended from time to time. The provisions of this Section shall not apply unless the Institutional First Mortgagee joins Association as a defendant in the foreclosure action. Joinder of Association is not required if, on the date the complaint is filed, Association was dissolved or did not maintain an office or agent for service of process at a location which was known to, or reasonably discoverable by the first mortgagee.

14.9.2. The Institutional First Mortgagee or its successor or assignees acquiring title shall pay the amount owed to Association within thirty (30) days after transfer of title. Failure to pay the full amount when due

shall entitle Association to record a claim of lien against the Unit and proceed in the same manner as provided in this Section for the collection of unpaid Assessments.

14.9.3. The provisions of this subsection shall not be available to shield an Institutional First Mortgagee from liability for Assessments in any case where the unpaid Assessments sought to be recovered by Association are secured by a lien recorded prior to the recording of the mortgage.

14.9.4. In the event of the acquisition of title to a Unit by foreclosure or judicial sale or by deed in lieu of foreclosure, any Assessment(s) or charge(s) as to which the party so acquiring title shall not be liable shall be absorbed and paid by all Unit Owners as a part of the Common Expenses, although nothing herein contained shall be construed as releasing the party personally liable for such delinquent Assessment from the payment thereof or the enforcement of collection of such payment by means other than foreclosure.

14.10. Developer's Liability for Assessments.

14.10.1. The Developer guarantees that from the recording of the Declaration of Condominium until December 31, 2012 or the date the control of the Condominium is turned over to the unit owners other than the Developer ("the turnover date"), whichever occurs first, quarterly assessments against each unit for the common expense for the condominium association will not exceed \$790.01. If the turnover date has not occurred by December 31, 2012, the Developer further guarantees that from January 1, 2013 until the first to occur of December 31, 2013 or the turnover date, quarterly assessments against each unit for common expenses for the condominium association will not exceed \$908.51. If the turnover date has not occurred by December 31, 2013, the Developer further guarantees that from January 1, 2014 until December 31, 2014 or the turnover date, quarterly assessments against each unit for common expense for the condominium association will not exceed \$1,044.79. During the Guarantee Period, the Developer and all units owned by the Developer will not be subject to assessments for common expenses, instead, the Developer will fund the difference, if any between assessments at the guaranteed level and the common expenses incurred during the guarantee period. If at any time during the guarantee period funds collected from the unit owners other than the Developer are not sufficient to provide payment on a timely basis of all common expenses, the Developer shall provide an accounting, and fund any outstanding deficits.

14.10.2. No funds receivable from Unit purchasers or Unit Owners payable to Association or collected by Developer on behalf of Association, other than regular periodic Assessments for Common Expenses as provided in this Declaration and disclosed in the estimated operating budget for the first twelve (12) months of operation contained in the Offering Circular (Prospectus) delivered to Unit purchasers or Unit Owners when Unit purchasers or Unit Owners contracted to purchase a Unit, if applicable, shall be used for payment of Common Expenses during the guarantee period. This restriction shall apply to funds including, but not limited to, capital contributions, reimbursements for utility deposits or start-up funds collected from Unit purchasers at closing. If an audit of the Association's financial records performed for the period which includes the Guarantee Expiration Date(s) (including any extensions thereof), reveals that Developer has funded a greater amount than required under this Section, then any such excess shall be promptly refunded to the Developer by Association.

14.11. Possession of Unit. Subject to Association's rights under this Declaration and under law, any person who acquires an interest in a Unit, except Institutional First Mortgagees through foreclosure of a first mortgage of record (or deed in lieu thereof), including, without limitation, persons acquiring title by operation of law, shall be entitled to occupancy of the Unit and enjoyment of the Common Elements in accordance with the purposes for which they are intended, provided that such occupancy and enjoyment do not hinder or encroach upon the lawful rights of other Unit Owners.

14.12. Certificate of Unpaid Assessments. Association shall provide a certificate stating all Assessments, Special Assessments and other moneys owed to Association by the Unit Owner with respect to the Condominium Parcel, within fifteen (15) days after request by a Unit Owner or Institutional First Mortgagee. Notwithstanding any limitation on transfer fees contained in Section 718.112(2)(i), Florida Statutes, the Association or its authorized agent may charge a reasonable fee for the preparation of the certificate. The amount of the fee must be included on the certificate.

14.13. Attachment of Rental Income; Suspension of Use and Voting Rights. Notwithstanding any other remedy available to the Association under this Declaration, the Bylaws or applicable law, the Association shall have the following options when payment of assessments or charges are in default (more than ten days in arrears):

14.13.1. The Association may, without order of the court, direct rental income (by written notice to the tenant with copy to unit owner) from units in default to be paid directly to the Association until all outstanding assessments, charges, interest, 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 personal 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.

14.13.2. If a unit owner is delinquent for more than 90 days in paying a monetary obligation due to the Association, the Association may suspend the right of a unit owner or a unit's occupant, licensee, or invitee to use common elements, common facilities, or any other Association property until the monetary obligation is paid.

14.13.3. The Association may also suspend the voting rights of a member due to nonpayment of any monetary obligation to the Association which is more than 90 days delinquent for so long as the member remains delinquent.

The Association may choose any of these courses of action as the Board deems appropriate without same constituting a waiver or election of remedies.

15. Insurance. Insurance covering portions of the Condominium Property shall be governed by the following provisions:

15.1. Insurance Trustee. At any time the Board shall have the option to appoint a bank or trust company in Florida with trust powers to act as its insurance trustee ("**Insurance Trustee**") hereunder. Insurance Trustee and Association shall enter into a written agreement outlining the duties and obligations of Insurance Trustee and Association with respect to the requirements of this Declaration. Insurance Trustee (if appointed) shall not be liable for payment of insurance premiums, nor for the renewal or the sufficiency of insurance policies nor for the failure to collect any insurance proceeds. If Association does not appoint an Insurance Trustee, Association will perform directly all obligations imposed upon such Insurance Trustee by this Declaration. The sole duty of Insurance Trustee shall be to receive such proceeds of property insurance as are paid and to hold the same in trust for the purposes herein stated, and for the benefit of Association, Unit Owners and their respective mortgagees, to be disbursed as herein provided. Association shall pay a reasonable fee to Insurance Trustee for services rendered hereunder and shall pay such costs and expenses as Insurance Trustee may incur in the performance of its duties hereunder; such fees and costs to be assessed against and collected from Unit Owners as a Common Expense. Insurance Trustee shall be liable only for its willful misconduct or gross negligence, and then only for such money as may come into the possession of Insurance Trustee.

15.2. Named Insured. The named insured shall be Association, individually, and as agent for Unit Owners covered by the policy, without naming them and as agent for their mortgagees, without naming them. The Unit Owners and their mortgagees shall be additional insureds. Named as an insured may also be Association's authorized representative, on behalf of Association, including Insurance Trustee or any successor to Insurance Trustee.

15.2.1. Custody of Policies and Payment of Proceeds. All policies shall provide that payments for losses made by the insurer shall be paid to Insurance Trustee (if appointed), or to Association (if no Insurance Trustee is appointed), and all policies and endorsements thereto shall be deposited with Insurance Trustee (if appointed) or otherwise with Association.

15.2.2. Copies to Mortgagees. One copy of each insurance policy, or a certificate evidencing such policy, and all endorsements thereto, shall be furnished by Association upon request to each Institutional First Mortgagee who holds a mortgage upon a Unit covered by the policy.

15.3. Coverage. Association shall use its best efforts to obtain and maintain adequate insurance covering the following:

15.3.1. Property Insurance. The Building (including all fixtures, installations or additions comprising that part of the Building within the boundaries of the Units initially installed, or replacements thereof, of like kind or quality in accordance with the original plans and specifications therefor, or as it existed at the time the Unit was initially conveyed if the original plans and specifications are not available, but excluding floor coverings, wall coverings and ceiling coverings, all furniture, furnishings, electrical fixtures, appliances, water heaters, built-in cabinets or other personal property owned, supplied or installed by Unit Owners or tenants of Unit Owners) and all Improvements located on the Common Elements from time to time, together with all service machinery contained therein (collectively, the "**Insured Property**"), shall be insured, to the extent available, in an amount not less than one hundred percent (100%) of the full insurable replacement value thereof as determined by an independent insurance appraisal or update of a prior insurance appraisal determined at least once every thirty-six (36) months, excluding foundation and excavation costs so that there will be no co-insurance applicable. The insurance policy shall provide a replacement cost valuation. Such policies may contain deductible provisions as determined by the Board (and approved by Developer so long as Developer holds a Unit in the Condominium for sale in the ordinary course of business). Such coverage shall afford protection against loss or damage by fire and other hazards covered on an all-risk basis.

15.3.2. Liability. Comprehensive general public liability and automobile liability insurance covering loss or damage resulting from accidents or occurrences on or about or in connection with the Insured Property or adjoining driveways and walkways, or any work, matters or things related to the Insured Property. The limits required herein can be satisfied by using an umbrella liability policy, which would serve to indemnify the Association for loss in excess of the total applicable limits of liability stated in the schedule of underlying primary insurance policies. Each policy shall have a cross liability endorsement to cover liabilities of the Unit Owners as a group to any Unit Owner, and vice versa.

15.3.3. Workers' Compensation Insurance. Workers' compensation including employer's liability in an amount determined by the Board and other mandatory insurance, when applicable.

15.3.4. Flood Insurance. Flood insurance if Association so elects.

15.3.5. Fidelity Insurance. Fidelity insurance, if required under the provisions of the Act, covering all Directors, officers and employees of Association and managing agents who handle Association funds in an amount equal to the maximum funds that will be in the custody of the association or its management agent at any one time.

15.3.6. Directors and Officers Insurance. Directors and officers insurance, if desired and/or required under the provisions of the Act, covering all Directors, officers and employees of Association, for claims arising out of their alleged “wrongful acts.”

15.3.7. Windstorm Coverage. Windstorm coverage if Association so elects.

15.3.8. Other Insurance. Such other insurance as the Board shall determine from time to time to be desirable.

15.3.9. Waiver of Subrogation. When appropriate and obtainable, each of the foregoing policies shall waive the insurer’s right of subrogation against Association and against the Unit Owners individually and as a group.

15.4. Premiums. Premiums upon insurance policies purchased by Association shall be paid by Association as a Common Expense. Premiums may be financed in such manner as the Board deems appropriate.

15.5. Proceeds. Proceeds on account of damage to the Insured Property shall be held in undivided shares for each Unit Owner, such shares being the same as the undivided shares in the Common Elements appurtenant to each Unit.

15.6. Mortgagees. No mortgagee shall have any right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired, and no mortgagee shall have any right to apply or have applied to the reduction of a mortgage debt any insurance proceeds, except for actual distributions thereof made to the Unit Owner and mortgagee pursuant to the provisions of this Declaration.

15.7. Distribution of Proceeds. Proceeds of insurance policies received by Insurance Trustee (if appointed) or Association shall be distributed to or for the benefit of the beneficial owners thereof in the following manner:

15.7.1. Expenses of the Trust. All expenses of Insurance Trustee (if appointed) shall be first paid or provisions shall be made therefor.

15.7.2. Reconstruction or Repair. If the damaged property for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to defray the cost thereof as elsewhere provided herein. Any proceeds remaining after defraying such costs shall be distributed to the beneficial owners thereof, remittances to Unit Owners and their mortgagees being payable jointly to them. Regardless of any delay in disbursement, only Unit Owners holding title at the time of any disbursement of insurance proceeds shall have any rights to the same.

15.7.3. Failure to Reconstruct or Repair. If elsewhere it is determined in the manner provided that the damaged property for which the proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be allocated among the beneficial owners as provided in Section 15.7.2 above, and distributed first to all Institutional First Mortgagees in an amount sufficient to pay off their mortgages, and the balance, if any, to the beneficial owners. This is a covenant for the benefit of any Institutional First Mortgagee of a Unit and may be enforced by them.

15.7.4. Certificate. In making the distributions to Unit Owners and their mortgagees, Insurance Trustee (if appointed) may rely upon a certificate of Association made by its President or Vice President or Association’s attorney as to the names of the Unit Owners and their mortgagees and their respective shares of the distribution. Insurance Trustee (if appointed) may rely upon a certificate of Association made by its President or Vice-President or Association’s attorney to determine whether or not the damaged property is to be reconstructed or repaired.

15.8. Association as Agent. Association is hereby irrevocably appointed as agent and attorney-in-fact for each Unit Owner and for each owner of a mortgage or other lien upon a Unit and for each owner of any other interest in the Condominium Property to purchase and maintain insurance policies, adjust all claims arising under insurance policies purchased by Association, collect and appropriately distribute the proceeds of insurance policies, execute and deliver releases upon the payment of claims and execute any document necessary for the performance of any of the insurance provisions of the Condominium Documents. Association may designate Insurance Trustee to act as the attorney-in-fact.

15.9. Unit Owners Personal Coverage. Unit Owners are required to obtain insurance coverage at their own expense upon the property lying within the boundaries of their Unit, parking space(s) and storage space(s), if applicable, including, but not limited to, their personal property, all floor, wall and ceiling coverings, electrical fixtures, appliances, water heaters and built-in cabinets which are located within the unit and serve only such unit, and which are required to be repaired or replaced by the owner, as well as any other items enumerated by the Florida Condominium Act as the insurance responsibilities of the unit owner; and all alterations, additions and improvements made to the unit or the common elements by the owner or his predecessors in title.. Unit Owners should also obtain personal liability and living expense insurance. Insurance policies issued to individual Unit Owners shall provide that the coverage afforded by such policies is excess over the amount recoverable under any other policy covering the same property without rights of subrogation against Association. Unless Association elects otherwise, the insurance purchased by Association shall not cover claims against a Unit Owner due to accidents occurring within his or her Unit, parking space(s) or storage space(s), if any, nor casualty or theft loss to the contents of such Unit, parking space(s) or storage space(s), if any. It shall be the obligation of the individual

Unit Owner, if such Unit Owner so desires, to purchase and pay for insurance as to all such other risks not covered by insurance carried by Association. Each insurance policy issued to an individual unit owner providing such coverage shall be without rights of subrogation against the Association and shall include special assessment coverage of not less than \$2,000 per occurrence. Unit Owners are responsible for the cost of reconstruction of any portions of the condominium property for which the Unit Owner is required to carry property insurance, and any such reconstruction work undertaken by the Association shall be chargeable to the Unit Owner and enforceable as an assessment pursuant to Section 718.116, Florida Statutes.

16. Reconstruction or Repair After Fire, Acts of Terrorism or Other Casualty.

16.1. Determination to Reconstruct or Repair. In the event of damage to or destruction of the Insured Property, the Board shall arrange for the prompt repair and restoration of the Insured Property; provided, however if seventy-five percent (75%) or more of the Insured Property is substantially damaged or destroyed and if Unit Owners owning eighty percent (80%) of the applicable interests in the Common Elements vote not to proceed with the repair or restoration thereof, the Condominium Property will not be repaired and shall be subject to an action for partition instituted by Association, any Unit Owner, mortgagee or lienor, as if the Condominium Property were owned in common, in which event the net proceeds of insurance resulting from such damage or destruction shall be divided among all the Unit Owners in proportion to their respective interests in the Common Elements with respect to proceeds held for damage to the Insured Property other than that portion of the Insured Property lying within the boundaries of the Unit, and among affected Unit Owners in proportion to the damage suffered by each such affected Unit Owner, as determined in the sole discretion of Association; provided, however, that no payment shall be made to a Unit Owner until there has first been paid off out of his or her share of such funds all mortgages and liens on his or her Unit in the order or priority of such mortgages and liens. Notwithstanding anything herein to the contrary, the condominium form of ownership may be terminated by a plan of termination approved by the lesser of the lowest percentage of voting interests necessary to amend this Declaration for approval of termination when (a) the total estimated cost of repairs necessary to restore the improvements to their former condition or bring them into compliance with applicable laws or regulations exceeds the combined fair market value of all units in the Condominium after completion of the repairs; or (b) it becomes impossible to operate or reconstruct the Condominium in its prior configuration because of land use laws or regulations.

16.2. Plans and Specifications. Any reconstruction or repair must be made substantially in accordance with the plans and specifications for the original Improvements; or if not, then in accordance with the plans and specifications approved by the Board, and if the damaged property which is to be altered is a Building, by a majority of Unit Owners of that Building. Notwithstanding the foregoing, each mortgagee of a Unit which will be altered shall have the right to approve the plans for the alteration, which approval shall not be unreasonably withheld.

16.3. Unit Owner Responsibility. If there is damage to those parts of the Condominium for which the responsibility of maintenance and repair is that of the Unit Owners, then the Unit Owners shall be responsible for all necessary reconstruction and repair. In all other instances, the responsibility for all necessary reconstruction and repair shall be that of Association.

16.4. Estimate of Costs. Immediately after a determination is made to rebuild or repair damage to property for which Association has the responsibility of reconstruction and repair, Association shall obtain reliable and detailed estimates of the cost to rebuild or repair.

16.5. Special Assessments and Additional Charges. If the proceeds of the insurance are not sufficient to defray the estimated costs of reconstruction and repair to be effected by Association, or if at any time during reconstruction and repair or upon completion of reconstruction and repair the funds for the payment of the costs of reconstruction and repair are insufficient, Special Assessments shall be made against the Unit Owners in sufficient amounts to provide funds for the payment of such costs. Such Special Assessments on account of damage to the Insured Property shall be in proportion to all of the Unit Owners' respective shares in the Common Elements.

16.6. Disbursement of Construction Funds. The proceeds of insurance collected on account of a casualty, and the sums collected from Unit Owners on account of such casualty, shall constitute a construction fund which shall be disbursed in payment of the costs of reconstruction and repair in the following manner and order:

16.6.1. Lesser Damage. If the amount of the estimated costs of reconstruction and repair which are the responsibility of Association is less than One Hundred Thousand Dollars (\$100,000), then the construction fund shall be disbursed in payment of such costs upon the order of the Board; provided, however, that upon request to Association by an Institutional First Mortgagee which is a beneficiary of an insurance policy, the proceeds of which are included in the construction fund, such fund shall be disbursed in the manner provided below for the reconstruction and repair of major damage as set forth in Section 16.6.2 below.

16.6.2. Major Damage. If the amount of the estimated costs of reconstruction and repair which are the responsibility of Association is equal to or more than One Hundred Thousand Dollars (\$100,000), then the construction fund shall be disbursed in payment of such costs in the manner contemplated by Section 16.6.1 above, but then only upon the further approval of an architect qualified to practice in Florida and employed by Association to supervise the work.

16.6.3. Surplus. It shall be presumed that the first monies disbursed in payment of cost of reconstruction and repair shall be from insurance proceeds. If there is a balance in a construction fund after payment of all costs relating to the reconstruction and repair for which the fund is established, such balance shall be distributed to the beneficial owners of the fund in the manner elsewhere stated, except, however, that part of a

distribution to a Unit Owner which is not in excess of Assessments paid by such Unit Owner into the construction fund shall not be made payable to any mortgagee.

16.6.4. Certificate. Notwithstanding the provisions herein, Insurance Trustee (if appointed) shall not be required to determine whether or not sums paid by Unit Owners upon Special Assessments shall be deposited by Association with Insurance Trustee (if appointed), nor to determine whether the disbursements from the construction fund are to be made upon the order of Association alone or upon the additional approval of an architect or otherwise, nor whether a disbursement is to be made from the construction fund, nor to determine whether surplus funds to be distributed are less than the Special Assessments paid by Unit Owners, nor to determine the payees nor the amounts to be paid. Insurance Trustee (if appointed) may rely upon a certificate of Association, made by its President or Vice President or Association's attorney, as to any or all of such matters and stating that the sums to be paid are due and properly payable, and stating the names of the payees and the amounts to be paid.

17. Condemnation.

17.1. Deposit of Awards with Insurance Trustee. The taking of portions of the Condominium Property by the exercise of the power of eminent domain shall be deemed to be a casualty, and the awards for that taking shall be deemed to be proceeds from insurance on account of the casualty and shall be deposited with Insurance Trustee (if appointed). Even though the awards may be payable to Unit Owners, the Unit Owners shall deposit the awards with Insurance Trustee (if appointed).

17.2. Determination Whether to Continue Condominium. Whether the Condominium will be continued after condemnation will be determined in the manner provided for determining whether damaged property will be reconstructed and repaired after casualty. For this purpose, the taking by eminent domain shall also be deemed to be a casualty.

17.3. Disbursement of Funds. If the Condominium is terminated after condemnation, the proceeds of the awards and Special Assessments will be deemed to be insurance proceeds and shall be owned and distributed in the manner provided with respect to the ownership and distribution of insurance proceeds if the Condominium is terminated after a casualty. If the Condominium is not terminated after condemnation, the size of the Condominium will be reduced and the property damaged by the taking will be made usable in the manner provided below. The proceeds of the awards and Special Assessments shall be used for these purposes and shall be disbursed in the manner provided for disbursement of funds by Insurance Trustee (if appointed) after a casualty, or as elsewhere in this Section 17 specifically provided.

17.4. Unit Reduced but Habitable. If the taking reduces the size of a Unit and the remaining portion of the Unit can be made habitable (in the sole opinion of Association), the award for the taking of a portion of the Unit shall be used for the following purposes in the order stated and the following changes shall be made to the Condominium:

17.4.1. Restoration of Unit. The Unit shall be made habitable. If the cost of the restoration exceeds the amount of the award, the additional funds required shall be charged against the Unit Owner.

17.4.2. Distribution of Surplus. The balance of the award in respect of the Unit, if any, shall be distributed to the Unit Owner and to each mortgagee of the Unit, the remittance being made payable jointly to the Unit Owner and such mortgagees.

17.5. Unit Made Uninhabitable. If the taking is of the entire Unit or so reduces the size of a Unit that it cannot be made habitable (in the sole opinion of Association), the award for the taking of the Unit shall be used for the following purposes in the order stated and the following changes shall be made to the Condominium:

17.5.1. Payment of Award. The awards shall be paid first to the applicable Institutional First Mortgagee in amounts sufficient to pay off their mortgages in connection with each Unit which is not so habitable; second, to Association for any due and unpaid Assessments and Special Assessments; third, jointly to the affected Unit Owners and other mortgagees of their Units. In no event shall the total of such distributions in respect of a specific Unit exceed the market value of such Unit immediately prior to the taking. The balance, if any, shall be applied to repairing and replacing the Common Elements.

17.5.2. Addition to Common Elements. The remaining portion of the Unit, if any, shall become part of the Common Elements and shall be placed in a condition allowing, to the extent possible, for use by all of the Unit Owners in the manner approved by the Board; provided that if the cost of the work therefor shall exceed the balance of the fund from the award for the taking, such work shall be approved in the manner elsewhere required for capital improvements to the Common Elements.

17.5.3. Adjustment of Shares. The shares in the Common Elements, Common Expenses and Common Surplus appurtenant to the Units that continue as part of the Condominium shall be adjusted to distribute the shares in the Common Elements, Common Expenses and Common Surplus equally among the reduced number of Unit Owners (and among reduced Units).

17.5.4. Special Assessments. If the balance of the award (after payments to the Unit Owner and such Unit Owner's mortgagees as above provided) for the taking is not sufficient to alter the remaining portion of the Unit for use as a part of the Common Elements, the additional funds required for such purposes shall be raised by Special Assessments against all of the Unit Owners who will continue as Unit Owners after the changes in the Condominium affected by the taking. The Special Assessments shall be made in proportion to the applicable

percentage shares of those Unit Owners after all adjustments to such shares affected pursuant hereto by reason of the taking.

17.5.5. Arbitration. If the market value of a Unit prior to the taking cannot be determined by agreement between the Unit Owner and mortgagees of the Unit and Association within thirty (30) days after notice of a dispute by any affected party, such value shall be determined by arbitration in accordance with the then existing rules of the American Arbitration Association, except that the arbitrators shall be two appraisers appointed by the American Arbitration Association who shall base their determination upon an average of their appraisals of the Unit. A judgment upon the decision rendered by the arbitrators may be entered in any court of competent jurisdiction in accordance with the Florida Arbitration Code. The cost of arbitration proceedings shall be assessed against all Unit Owners, including Unit Owners who will not continue after the taking, in proportion to the applicable percentage shares of such Unit Owners as they exist prior to the adjustments to such shares affected pursuant hereto by reason of the taking.

17.6. Taking of Common Elements. Awards for the taking of Common Elements or Limited Common Elements shall be used to render the remaining portion of the Common Elements or Limited Common Elements usable in the manner approved by the Board; provided that if the cost of such work shall exceed the balance of the funds from the awards for the taking, the work shall be approved in the manner elsewhere required for capital improvements to the Common Elements. The balance of the awards for the taking of Common Elements, if any, shall be distributed to the Unit Owners in the shares in which they own the Common Elements after adjustments to these shares effected pursuant hereto by reason of the taking. If there is a mortgage on a Unit, the distribution shall be paid jointly to the Unit Owner and the mortgagees of the Unit.

17.7. Discretion of Board. In circumstances not covered by this Declaration or by law, a two-thirds (2/3) majority of the Board may, upon an opinion of counsel that its decision is reasonable, deal with the condemnation in such reasonable manner as it determines to be appropriate under the circumstances.

17.8. Amendment of Declaration. The changes in Units, in the Common Elements, in the Limited Common Elements and in the ownership of the Common Elements and share in the Common Expenses and Common Surplus that are affected by the taking shall be evidenced by an amendment to this Declaration that is only required to be approved by and executed upon the direction of a majority of the Board.

18. Occupancy and Use Restrictions. In order to provide for congenial occupancy of the Condominium Property and for the protection of the values of the Units, the use of the Condominium Property shall be restricted to and shall be in accordance with the following provisions:

18.1. Assumption of Risk. Without limiting any other provision in this Declaration, each person within any portion of the Common Elements accepts and assumes all risk and responsibility for noise, liability, injury, or damage connected with use or occupation of any portion of such Common Elements including, without limitation, (a) noise from maintenance equipment, (b) use of pesticides, herbicides and fertilizers, (c) view restrictions caused by maturation of trees, shrubbery, or other buildings (d) reduction in privacy caused by the removal or pruning of shrubbery or trees within the Condominium, and (e) design of any portion of the Condominium. Each person also expressly indemnifies and agrees to hold harmless Developer, Association, and all employees, directors, representatives, officers, agents, and partners of the foregoing, from any and all damages, whether direct or consequential, arising from or relating to the person's use of the Common Elements including, without limitation, attorneys' fees, paraprofessional fees and costs, pre-trial, at trial and upon appeal. Without limiting the foregoing, all persons using the Common Elements do so at their own risk. BY ACCEPTANCE OF A DEED, EACH UNIT OWNER ACKNOWLEDGES THAT THE COMMON ELEMENTS OR SURROUNDING AREAS MAY CONTAIN WILDLIFE SUCH AS ALLIGATORS, RACCOONS, SNAKES, DUCKS, DEER, SWINE, TURKEYS, AND FOXES. DEVELOPER AND ASSOCIATION SHALL HAVE NO RESPONSIBILITY FOR MONITORING SUCH WILDLIFE OR NOTIFYING UNIT OWNERS OR OTHER PERSONS OF THE PRESENCE OF SUCH WILDLIFE. EACH UNIT OWNER AND HIS OR HER GUESTS AND INVITEES ARE RESPONSIBLE FOR THEIR OWN SAFETY.

18.2. Awnings, Canopies and Shutters. No awning, canopy or shutter shall be attached or affixed to the exterior of a Unit unless such awning, canopy or shutter has been approved by the Board in writing. The Board has the absolute discretion to approve or disapprove any awning, canopy or shutters; provided, however, the Board must approve the installation or replacement of hurricane shutters conforming to the hurricane shutter specifications adopted by the Board.

18.3. Barbecue Grills. Barbecue grills are prohibited on any portion of the Condominium.

18.4. Bicycles. Bicycles may not be stored in the balconies, patios, terraces or in any place that causes the bicycle to be visible from the exterior of the Buildings. Bicycles are not permitted in the lobby, any corridor or hallway of the Condominium, if any.

18.5. Common Elements. The Common Elements and Limited Common Elements shall be used only for the purposes of which they are intended in the furnishing of services and facilities for the enjoyment of the Unit Owners.

18.6. Effect on Developer; Association. The restrictions and limitations set forth in this Section 18 shall not apply to Developer or to Units owned by Developer unless the Rules of the Act as it currently exists require otherwise. Association shall have the power (but not the obligation) to grant relief in particular circumstances from the provisions of specific restrictions contained in this Section 18 for good cause shown.

18.7. Exterior Improvements; Landscaping. Without limiting the other provisions hereof, no Unit Owner shall cause anything to be affixed or attached to, hung, displayed or placed on the exterior walls, doors, or windows of the Building (including, but not limited to, awnings, signs, storm shutters, furniture, fixtures, and equipment), nor to plant or grow any type of shrubbery, flower, tree, vine, grass or other plant life outside his Unit, without the prior written consent of the Board; provided, however, a removable United States of America flag and removable official flags, not larger than four and one-half (4 1/2) feet by six (6) feet, that represent the United States Army, Navy, Air Force, Marine Corps, or Coast Guard may be displayed as well as an attachment on the mantel or frame of the door of the Unit Owner of a religious object not to exceed three (3) inches wide, six (6) inches high and one and a half (1.5) inches deep, all as permitted by the Act. Prior to placing or affixing satellite dishes or antennas within a Unit or on the Limited Common Elements of the Unit, Unit Owner shall obtain Association's written approval. Due to the restrictions set forth in Section 18.14.4 relative to affixing satellite dishes or antennas, Association will in no way consent to satellite dishes or antennas being affixed in a way that penetrates the post tension concrete slab system.

18.8. Lawful Use. No immoral, improper, offensive or unlawful use shall be made of the Condominium Property or any part thereof; and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of governmental bodies pertaining to maintenance, replacement, modification or repair of the Condominium Property shall be the same as is elsewhere herein specified.

18.9. Leases. No portion of a Unit (other than an entire Unit) may be rented. All leases shall be in writing and shall provide (or, if it does not provide, shall be automatically deemed to provide) that a material condition of the lease shall be the tenant's full compliance with the covenants, terms, conditions and restrictions of this Declaration (and all Exhibits hereto) and with any rules and regulations adopted by the Association from time to time (before or after the execution of the lease). Unit Owners are responsible for providing to their tenants copies of all such documents or instruments. Each lease must be for a minimum period of one (1) month or thirty (30) days, whichever is less, but in no event more than four (4) times in any twelve (12) month period. The Unit Owner will be jointly and severally liable with the tenant to Association for any amount in excess of such sum which is required by Association to effect such repairs or to pay any claim for injury or damage to property caused by the negligence of the tenant. All leases shall also comply with and be subject to the provisions of Section 18.9 hereof. The Association may reject any lease in which the tenant has been adjudicated a pedophile.

18.10. Litter. No article of personal property shall be hung or shaken from the doors or windows of any Unit. No Unit Owner shall sweep or throw from his Unit any dirt or any other materials. No garbage, trash, refuse or rubbish shall be deposited, dumped, or kept on any part of the Common Elements except closed containers deposited in chutes or placed for pick-up in accordance with Rules promulgated by the Board.

18.11. Nuisances. No nuisances shall be allowed upon the Condominium Property, nor any use or practice which is the source of annoyance to residents or which interferes with the peaceful possession and proper use of the Condominium Property by residents. No use shall be made of any Unit or of the Common Elements or Limited Common Elements which will increase the rate of insurance upon the Condominium Property.

18.12. Parking.

18.12.1. Exterior Parking is solely for non-commercial automobiles with a current passenger registration. No vehicle which cannot operate on its own power shall be permitted to remain on the Condominium Property for more than forty-eight (48) hours. No Unit Owner may park any vehicle in guest parking spaces.

18.12.2. No commercial vehicles, campers, mobile homes, motor homes, house trailers, or trailers of every other description, boats or boat trailers or vans shall be permitted to be parked or to be stored at any place on the Condominium Property except within an enclosed garage; provided, however, the Board shall have the right to permit service vehicles or vans to be parked for specified periods of time in designated service parking areas. The term commercial vehicle shall not be deemed to include recreational or utility vehicles (i.e. BroncosTM, BlazersTM, ExplorersTM, etc.) no longer than 19' or clean "non-working" vehicles such as pick-up trucks and vans not in excess of 3/4 ton or cars, if they are used by the Unit Owner on a daily basis for normal transportation. The term commercial vehicle shall also not be deemed to include law enforcement vehicles. Notwithstanding any other provision in this Declaration to the contrary, the foregoing provisions shall not apply to construction or maintenance vehicles in connection with the construction, improvement, installation, or repair by Developer of any part of the Condominium Property. This prohibition of parking shall not apply to temporary parking of trucks and commercial vehicles, such as for pick-up, delivery and other temporary commercial services. In addition, this parking prohibition shall not apply to Developer's vehicles when engaged in any activity relating to construction, maintenance or marketing of Units.

18.12.3. No vehicle maintenance or repairs shall be performed on the Condominium Property, except for emergency repairs.

18.13. Pets. Each Unit may house up to two (2) animals, in the aggregate, which may only be domestic cats and/or dogs with a weight of not more than twenty-five (25) pounds per animal, unless such animals are of a breed prohibited by County, City or any other ordinance. Association may prohibit other breeds of dogs that the Board considers dangerous in its sole discretion. Further, each Unit may house fish and/or two (2) domestic (household type) birds, as long as the fish and birds are kept indoors and do not become a source of annoyance to other Unit Owners. Pets shall not be allowed on or about the Common Elements except on a leash of no longer than six (6) feet or when being carried by their owner. No pets shall be left unattended in or on the balcony, patio or other similar area even if the area has been enclosed. No reptiles, wildlife, amphibians, poultry or livestock shall be

raised, bred or kept on the Condominium Property. No pets or other animals shall cause or be the source of annoyance, nuisance or disturbance to any other owner or occupant. Each pet owner shall be responsible for the removal and disposal of the pet's feces or waste. The ability to have and keep an animal or pet is a privilege, not a right, and the Board is empowered to order and enforce the removal of any animal or pet which becomes a source of annoyance to other residents of the Condominium or in any way causes any damage to the property. Unit Owners may provide in a lease that tenants shall not be permitted to keep or have pets of any kind. The pet restrictions provided for herein apply to pets visiting a Unit and pets permanently housed in a Unit.

18.14. Post Tension Concrete Slab System. The Condominium may be constructed using a post tension concrete slab system. Nothing can be allowed to penetrate the slabs of the Buildings without the permission of the Board, which may be withheld for any reason.

18.14.1. This means that there can be no penetration into the top or underside of a slab. By way of example, the Units are not designed to allow the installation of a ceiling fan, soffits or lighting in the ceiling unless the same are part of the original construction. No penetration into the surface is permitted in structural walls, columns and floors. Each Unit Owner indemnifies and holds harmless Association and every other Unit Owner from any and all damages, liabilities and costs including, without limitation, attorneys' and paraprofessional fees and costs (pre-trial and at all levels including trial and appellate levels), resulting from such Unit Owner's improper penetration of any slab within the Condominium.

18.14.2. Trellis work and lattice work are not permitted if penetration that will in any way affect the post tension concrete slab system is required.

18.14.3. The installation of hurricane shutters may be restricted. There may be restrictions as to the types of installation permitted and the method of fastening the hurricane shutters to the Buildings.

18.14.4. Satellite dishes and antennas shall not be affixed in a way that penetrates the post tension concrete slab system.

18.15. Rules and Regulations. Reasonable Rules concerning the use of the Condominium Property may be made and amended from time to time by a majority vote of the Board. Copies of such Rules and amendments thereto shall be furnished by Association to all Unit Owners and residents of the Condominium upon request.

18.16. Signs. No signs, advertisement, notice, lettering or descriptive design of any kind shall be displayed or placed upon any part of the Condominium Property except in a place, style and manner approved by the Board in its sole discretion.

18.17. Units. Each Unit shall be used as a residence only, except as otherwise herein expressly provided and no commercial occupation or activity may be carried on in any Unit except as such occupation or activity is permitted to be carried on by Developer under this Declaration. Notwithstanding the foregoing, a Unit may contain a home office so long as no business invitees visit the Unit and the home business activities do not pose a nuisance to other Unit Owners and residents. A Unit owned by an individual, corporation, partnership, trust or other fiduciary may only be occupied by the following persons, in addition to such persons' families and guests: (i) the individual Unit Owner, (ii) an officer, director, stockholder or employee of such corporation, (iii) a partner or employee of such partnership, (iv) the fiduciary or beneficiary of such trust or other fiduciary, or (v) permitted occupants under an approved lease or sublease of the Unit (as described below), as the case may be. Occupants of an approved leased or subleased Unit must be the following persons, in addition to such person's families and guests: (i) an individual lessee or sublessee, (ii) an officer, director, stockholder or employee of a corporate lessee or sublessee, (iii) a partner or employee of a partnership lessee or sublessee, or (iv) a fiduciary or beneficiary of a fiduciary lessee or sublessee. Under no circumstances may more than one family reside in a Unit at one time. "**Families**" or words of similar import used herein shall be deemed to include spouse, parents, parents-in-law, brothers, sisters, children, grandchildren, unmarried couples and housekeepers. In no event shall occupancy (except for temporary occupancy by visiting guests) exceed two (2) persons per bedroom. The Board shall have the power to authorize occupancy of a Unit by persons in addition to those set forth above.

18.18. Utility Addition. No additional utility fixture or improvement including, without limitation, any water, sewage, electrical, air conditioning or heating system, line, duct, conduit, pipe, or wire shall be added to service any Unit without the prior written consent thereto by the Board.

18.19. Weight and Sound Restrictions.

18.19.1. Unless installed by Developer or otherwise first approved by the Board, hard and/or heavy surface floor coverings, such as tile, marble, wood, and the like will be permitted only in foyers and bathrooms. Installation of hard surfaced floor coverings (other than by Developer) in any other areas must have sound absorbent padding approved by the Board, or a less dense floor covering, such as carpeting, must be used in such areas. Use of a hard and/or heavy surface floor covering in a location other than the foyer or the bathrooms must be submitted to and approved by the Board and also meet applicable structural requirements. The restrictions on installation of hard surfaced floor coverings do not apply to the Units located on the ground floor.

18.19.2. Also, the installation of any improvement or heavy object must be submitted to and approved by the Board, and be compatible with the overall structural design of the Building.

18.19.3. The installation of a waterbed is strictly prohibited.

18.19.4. The Board may require a structural engineer to review certain of the proposed improvements, with such review to be at the Unit Owner's sole expense. The Board will have the right to specify the exact material to be used on balconies and patios. Any use guidelines set forth by Association shall be consistent with good design practices for the waterproofing and overall structural design of the Building. Unit Owners will be held strictly liable for violations of these restrictions and for all damages resulting therefrom and Association has the right to require immediate removal of violations. Applicable warranties of Developer, if any, shall be voided by violations of these restrictions and requirements.

18.19.5. Each Unit Owner, by acceptance of a deed or other conveyance of their Unit, hereby acknowledges and agrees that sound transmission in a building such as the Condominium is very difficult to control, and that noises from adjoining or nearby Units and or mechanical equipment can often be heard in another Unit. By way of example, certain fans in the Condominium may run continuously, causing noise and vibration. Noise from stairwells and elevator operation is normal for this type of building. Flushing toilets, generators, high heels walking on tiles or marble, alarms, pumps and intermittent fans all make noise and vibrations which will be noticeable to some Unit Owners. These sounds are normal, and to be expected. Volumes and pitches may vary, and are not guaranteed. Developer does not make any representation or warranty as to the level of sound transmission between and among Units and other portions of the Condominium Property, and each Unit Owner hereby waives and expressly releases Developer from any such warranty and claim for loss or damages resulting from sound transmission.

18.20. Hurricane Shutters. Any hurricane shutters or other protective devices visible from outside a Unit shall be of a type and color as approved in writing by the Board. The Board will specify the type and color of all hurricane shutters in accordance with the applicable building code. Panel, accordion and roll-up style hurricane shutters may not be left closed during hurricane season (nor at any other time). Any hurricane shutters may be installed or closed up to forty-eight (48) hours prior to the expected arrival of a hurricane and must be removed or opened within seventy-two (72) hours after the end of a hurricane watch or warning or as the Board may determine otherwise, and if not so opened or removed by a Unit Owner, such shutters may be opened or removed by the Association at the expense of such Unit Owner. Except as the Board may otherwise decide, shutters may not be closed at any time other than a storm event. Any approval of the Board shall not be deemed an endorsement of the effectiveness of hurricane shutters.

19. Compliance and Default. Each Unit Owner and every occupant of a Unit and Association shall be governed by and shall comply with the terms of this Declaration, all exhibits attached hereto, and the Rules. Association (and Unit Owners, if appropriate) shall be entitled to the following relief in addition to the remedies provided by the Act:

19.1. Negligence. A Unit Owner shall be liable for the expense of any maintenance, repair or replacement made necessary by his or her negligence or by that of any member of his or her family or their guests, employees, agents or lessees, but only to the extent such expense is not met by the proceeds of insurance actually collected with respect to such negligence by Association.

19.2. Compliance. In the event a Unit Owner or occupant fails to maintain a Unit or fails to cause such Unit to be maintained, or fails to observe and perform all of the provisions of this Declaration, the Articles, the By-Laws, applicable Rules or any other agreement, document or instrument affecting the Condominium Property or administered by Association, in the manner required, Association shall have the right to proceed in a court of equity to require performance and/or compliance, to impose any applicable fines, to the extent permitted by, and in accordance with, the Act, and to sue in a court of law for damages. In addition, Association shall have the irrevocable right of access to each Unit during reasonable hours when necessary for the maintenance, repair, or replacement of any Common Elements or Limited Common Elements or for making emergency repairs which are necessary to prevent damage to the Common Elements or Limited Common Elements or to another Unit or Units.

19.3. Costs and Attorneys' Fees. In any proceeding arising because of an alleged failure of a Unit Owner or Association to comply with the requirements of the Act, this Declaration, the exhibits attached hereto or the Rules, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees, paraprofessional fees and costs (pre-trial and at all levels, including trial and appellate levels) as may be awarded by the court.

19.4. No Waiver of Rights. The failure of Association or any Unit Owner to enforce any covenant, restriction or other provisions of the Act, this Declaration and the exhibits shall not constitute a waiver of their right to do so thereafter.

20. Merger of Condominium and/or Association. When the Board intends to merge the Condominium, or merge Association, the Board shall so notify the Division before taking any action to merge the Condominium or Association. The Condominium may be merged with one or more condominiums within the Master Community to form a single condominium upon (i) the approval of such Voting Interests of each condominium as is required by each declaration for modifying the appurtenances to the Units or changing the proportion or percentages by which the owners of the Condominium Parcels share the Common Expenses and own the Common Surplus, and (ii) the recording of new or amended Articles of Incorporation, Declaration(s) of Condominium and/or By-Laws.

21. Termination of Condominium and/or Dissolution of Association. When the Board intends to terminate the Condominium, or dissolve Association, the Board shall so notify the Division before taking any action to terminate the Condominium or dissolve the Association. The Condominium shall continue until (i) terminated by casualty loss, condemnation or eminent domain, as more particularly provided in this Declaration, or (ii) such time as withdrawal of the Condominium Property from the provisions of the Act is authorized by a vote of Unit Owners

owning at least eighty percent (80%) of the applicable interests in the Common Elements (after twenty percent (20%) of the Units have been sold to Unit Owners other than Developer, Developer will not vote the Units owned by it for such withdrawal unless the Unit Owners of at least eighty percent (80%) of all other applicable interests in the Common Elements so elect for such withdrawal, so long as not more than ten percent (10%) of the total voting interests of the condominium have rejected the plan of termination by negative vote or by providing written objection thereto, at which time Developer may choose to vote either in favor of or against withdrawal from Condominium ownership, as it sees fit). In the event such withdrawal is authorized as aforesaid, the Condominium Property shall be subject to an action for partition by any Unit Owner, mortgagee or lienor as if owned in common in which event the net proceeds of sale shall be divided among all Unit Owners in proportion to their respective interest in the Common Elements, provided, however, that no payment shall be made to a Unit Owner until there has first been paid off out of his or her share of such net proceeds all mortgages and liens of his or her Unit in the order of their priority. The termination of the Condominium, as aforesaid, shall be evidenced by a certificate of Association executed by its President and one other officer of Association with the formalities of a deed in accordance with Section 718.117(10), Florida Statutes, certifying as to the basis of the termination and such certificate shall be recorded among the Public Records of County. Within thirty (30) business days following the recordation of such certificate, Association shall (i) notify the Division of the termination and the date the certificate was recorded, the county where the certificate was recorded, and the book and page number of the public records where the certificate was recorded, and (ii) provide the Division with a copy of the recorded certificate certified by the clerk of County. Unless otherwise set forth in the plan of termination, the Association shall serve as the termination trustee. If the Association is unable, unwilling, or fails to act as trustee, any Unit Owner may petition the court to appoint a Trustee. The Termination Trustee shall have all the powers, duties, responsibilities and shall act in accordance with Sections 718.117(14) thru 718.117(17), Florida Statutes. Notwithstanding the foregoing, the Condominium cannot be terminated nor can the Association be dissolved without the consent of all Institutional First Mortgagees and Developer so long as Developer holds any Unit for sale in the ordinary course of business. Such prior consent of the Institutional First Mortgagees may not be unreasonably withheld. Notwithstanding anything herein to the contrary, in the event the Association is dissolved, the Land and each Unit therein shall continue to be subject to the provisions of this Declaration, including, without limitation, the provisions respecting Assessments specified in this Declaration. Each Unit Owner shall continue to be personally obligated to the successors or assigns of Association for Assessments to the extent that Assessments are required to enable the successors or assigns of Association to properly maintain, operate and preserve the Common Elements. The provisions of this Section shall only apply with regard to the maintenance, operation, and preservation of those portions of the Land which had been Common Elements and continue to be so used for the common use and enjoyment of the Owners. Allocation of the proceeds of any sale of condominium property upon termination shall be in accordance with Section 718.117(12), Florida Statutes. Notwithstanding anything herein to the contrary, the condominium form of ownership may be terminated by a plan of termination approved by the lesser of the lowest percentage of voting interests necessary to amend this Declaration for approval of termination when (a) the total estimated cost of repairs necessary to restore the improvements to their former condition or bring them into compliance with applicable laws or regulations exceeds the combined fair market value of all units in the condominium after completion of the repairs; or (b) it becomes impossible to operate or reconstruct the Condominium in its prior physical configuration because of land use laws or regulations.

22. Additional Rights of Institutional First Mortgagees. In addition to all other rights herein set forth, Institutional First Mortgagees shall have the right, after providing adequate proof of their status and upon written request to Association, to:

22.1. Examine Association's books and records and require copies of the annual reports and other financial data;

22.2. Receive notice of Association's meetings and attend such meetings;

22.3. Receive notice of an alleged default by any Unit Owner, for whom such Institutional First Mortgagee holds a mortgage, which is not cured within sixty (60) days of notice of default to such Unit Owner;

22.4. Receive notice of any substantial damage or loss arising from a casualty or a condemnation to any portion of the Condominium Property;

22.5. Receive notice of any amendment to this Declaration affecting Unit boundaries or changes in Common Elements or terminating the Condominium; and

22.6. Receive notice of the lapse, cancellation or other material modification of any insurance policy maintained by Association.

23. Covenant Running With The Land. All provisions of this Declaration, the Articles, By-Laws and applicable Rules shall, to the extent applicable and unless otherwise expressly herein or therein provided to the contrary, be perpetual and be construed to be covenants running with the land and with every part thereof and interest therein, and all of the provisions hereof and thereof shall be binding upon and inure to the benefit of Developer and subsequent owner(s) of the Land or any part thereof, or interest therein, and their respective heirs, personal representatives, successors and assigns, but the same are not intended to create nor shall they be construed as creating any rights in or for the benefit of the general public. All present and future Unit Owners, tenants and occupants of Units, shall be subject to and shall comply with the provisions of this Declaration and such Articles, By-Laws and applicable Rules, as they may be amended from time to time. The acceptance of a deed or conveyance or the entering into of a lease, or the entering into occupancy of any Unit, shall constitute an adoption and ratification of the provisions of this Declaration and the Articles, By-Laws and applicable Rules by such Unit Owner, tenant or occupant.

24. Developer's and Association's Additional Rights.

24.1. Marketing Items. Developer, its agents, affiliates, or assignees, and any other person or entity designated by Developer, shall have the right to market Units and other property within the Neighborhood or Master Neighborhood in advertisements and other media by making reference to the Condominium, including, but not limited to, pictures or drawings of the Buildings and the Common Elements. All logos, trademarks, and designs used in connection with the Condominium are the property of Developer, and Association shall have no right to use the same after the Turnover Date (as such term is defined in the By-Laws) except with the express written permission of Developer.

24.2. Builder's Fee. All purchasers of a Unit in the Condominium acquiring title from Developer shall pay a builder's fee in the amount of Two Thousand Dollars (\$2,000.00) (the "Builder's Fee"). The Builder's Fee is imposed in connection with all Unit sales in the Condominium regardless of whether the Unit Owner finances the purchase of the Property. The Builder's Fee represents additional compensation to the Developer and principally is intended to cover various out-of-pocket and internal costs and expenses associated with the development of the Condominium. This fee is due at Closing and is separate from any and all Closing Costs (as defined in the Purchase and Sale Agreement).

24.3. Initial Capital Contribution. All purchasers of a Unit in the Condominium acquiring title from Developer shall pay an initial capital contribution in the amount of Two Hundred Dollars (\$200.00) (the "Initial Capital Contribution") to the Association. This fee is due at Closing and is separate from any and all Closing Costs (as defined in the Purchase and Sale Agreement).

24.4. Developer's Limited Right of Entry. Developer shall have the perpetual right to access and enter the Common Elements and Limited Common Elements at any time, even after the Turnover Date, for the purposes of inspection and testing of the Common Elements in connection with warranty claims under Section 718.203 of the Florida Statutes or otherwise. Association and each Unit Owner shall give Developer unfettered access, ingress and egress to the Common Elements and Limited Common Elements so that Developer and/or its agents can perform all tests and inspections deemed necessary by Developer in connection with warranty claims under Section 718.203 of the Florida Statutes or otherwise. Developer shall have the right to make all repairs and replacements deemed necessary by Developer in connection with warranty claims under Section 718.203 of the Florida Statutes or otherwise. At no time shall Association and/or a Unit Owner prevent, prohibit and/or interfere with any testing, repair or replacement deemed necessary by Developer relative to any portion of the Common Elements and Limited Common Elements in connection with warranty claims under Section 718.203 of the Florida Statutes or otherwise.

24.5. Telecommunications Services.

24.5.1. Right to Contract for Telecommunications Services. The Master Association has the paramount right to enter into one or more contracts for the provision of a Telecommunications Service for the Condominium and Other Condominiums so long as such contracts would not necessitate assessment of the Developer as a Unit Owner for capital improvements or be detrimental to the sale of Units by the Developer. In the event that the Master Association does not enter into one or more contracts for the provision of a particular Telecommunications Service for the Condominium within one hundred twenty (120) days after Association has given written notice to Master Association, as applicable, of Association's desire to enter into contracts for the provision of a particular Telecommunications Service for the Condominium, Association shall have the right, but not the obligation, to enter into one or more contracts for the provision of one or more Telecommunications Services for the Condominium. Prior to the Turnover Date, all contracts between a Telecommunications Provider and Association shall be subject to the prior written approval of Developer.

24.5.2. Easements. Developer (i) reserves unto itself and its nominees, successors, assigns, affiliates, and licensees, and (ii) grants to each Telecommunications Provider that has entered into an agreement with Association respecting Telecommunications Services and/or Telecommunications Systems a perpetual right, privilege, easement and right-of-way across, over, under and upon the Condominium Property for the installation, construction and maintenance of Telecommunications Systems together with a perpetual right, privilege and easement of ingress and egress, access, over and upon the Condominium Property for installing, constructing, inspecting, maintaining, altering, moving, improving and replacing facilities and equipment constituting such Telecommunications Systems. If, and to the extent, Telecommunications Services provided by such Telecommunications Providers are to serve all of the Condominium Property, then the amounts payable to such Telecommunications Providers under their written agreements with Association shall be part of the Common Expenses of Association and shall be assessed as a part of the Assessments. Notwithstanding the foregoing, from and after the Turnover Date, such easements shall be cancelable by Association in accordance with the terms of the Act.

24.5.3. Restoration. Upon the completion of any installation, upgrade, maintenance, repair, or removal of the Telecommunications Systems or any part thereof, each Telecommunications Provider shall restore the relevant portion of the Common Elements and/or any Unit to as good a condition as that which existed prior to such installation, maintenance, repair or removal. Failure by Telecommunications Provider to commence such restoration within twenty (20) days after receiving written notice from Association of such failure or the Telecommunications Provider's failure to complete such restoration within ninety (90) days of commencement shall vest in Association the right (but not the obligation) to restore or cause to be restored such portion of the Common Elements and/or any Unit disturbed by such work, all at such Telecommunications Provider's sole cost and expense, except for in emergency situations whereby Association may restore or cause to be restored such disturbed portion of the Common Elements and/or any Unit immediately. In the event that Association exercises the right of self-help, each Telecommunications Provider agrees in advance that Association shall have the sole right to (i) select

the contractors to perform such work and (ii) determine the extent of required restoration. This remedy of self-help is in addition to all other remedies of Association hereunder. All reasonable expenses incurred by Association in connection with such restoration shall be paid by Telecommunications Provider within twenty (20) days of completion of restoration and delivery to Telecommunications Provider of Association's invoice therefor. Any expenses not so paid when due shall bear interest from the due date at the lesser of (i) the publicly announced prime rate (or similar successor reference rate) of Wachovia Bank N.A. on the date of such invoice, or (ii) the maximum rate of interest allowed by the law of the State of Florida for such obligations, or as provided in an agreement between Association and a Telecommunications Provider.

24.5.4. Developer's Rights. Each Unit Owner understands that the expense of any Telecommunications Service may not be charged on a bulk basis, but may be charged at the rate equal to any rate paid by individual owners that are not subject to a homeowners association or condominium association in County. Each Unit Owner acknowledges that Developer may receive lump sum or monthly compensation from any Telecommunications Provider in connection with the supply of Telecommunications Services. Such compensation may be paid on a per Unit or other basis. All such compensation shall be the sole property of Developer, who shall have no duty to account for or disclose the amount of such compensation.

24.6. Monitoring System.

24.6.1. Right to Install. Association shall have the right, but not the obligation, to contract for the installation of a Monitoring System for each Unit within the Condominium and for the Condominium so long as such contracts would not necessitate assessment of the Developer as a Unit Owner for capital improvements, or be detrimental to the sale of Units by the Developers. In that even, prior to the Turnover Date, all contracts for Monitoring Systems shall be subject to the prior written approval of Developer. In the event the Monitoring System is installed by a party other than Developer, each Unit Owner acknowledges that Developer may receive lump sum or monthly compensation from such party in connection with the costs of operating and maintaining the Monitoring System. Such compensation may be paid on a per Unit or other basis. All such compensation shall be the sole property of Developer. Developer or its nominees, successors, assigns, affiliates, and licensees may install such a Monitoring System. Developer reserves the right, at any time and in its sole discretion, to discontinue or terminate any Monitoring System prior to the Turnover Date. In addition, all Unit Owners specifically acknowledge that the Condominium may, but is not obligated to, have a perimeter access control system, such as fences, walls, hedges, or the like on certain perimeter areas. ASSOCIATION AND DEVELOPER SHALL NOT BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OF FAILURE TO PROVIDE ADEQUATE ACCESS CONTROL OR INEFFECTIVENESS OF ACCESS CONTROL MEASURES UNDERTAKEN.

24.6.2. Components. The Monitoring System, if installed, may include a central alarm system, wireless communication to Units, one or more manned gatehouses, one or more electronic gates, and roving attendants using vehicles, or any combination thereof. Association and Developer do not warrant or guaranty in any manner that the system will include these items, but reserve the right to install or provide the foregoing items, or any other items they deem appropriate in their sole and absolute discretion. After the Turnover Date, Association may expand the Monitoring System by a vote of the majority of the Board, without the joinder or consent of the Unit Owners or any third parties. Without limiting the foregoing, Developer and Association reserve the right to, at any time, increase, decrease, eliminate, or add other access monitoring measures as they deem appropriate in their sole and absolute discretion; provided, however, no changes shall be made prior to the Turnover Date without the prior written consent of Developer.

24.6.3. Part of Common Expenses. If furnished and installed within any Unit, the cost of operating and monitoring any Monitoring System may be included in the Common Expenses of Association and may be payable as a portion of the Assessments against Unit Owners. The purpose of the Monitoring System will be to control access to the Condominium. Each Unit Owner understands that the expense of the Monitoring System may not be charged on a bulk basis, but may be charged at the rate equal to any rate paid by individual owners in County that are not subject to a homeowners association or condominium association.

24.6.4. Unit Owner's Responsibility. All Unit Owners and occupants of any Unit, and the tenants, guests and invitees of any Owner, as applicable, acknowledge that Association, its Board and officers, Developer, their nominees or assigns, or any successor Developer, do not represent or warrant that (a) any Monitoring System, designated by or installed according to guidelines established, will not be compromised or circumvented, (b) any Monitoring System will prevent loss by fire, smoke, burglary, theft, hold-up, or otherwise, and/or (c) the Monitoring System will in all cases provide the detection for which the system is designed or intended. In the event that Developer elects to provide a Monitoring System, Developer shall not be liable to the Unit Owners or Association with respect to such Monitoring System, and the Unit Owners and Association shall not make any claim against Developer for any loss that a Unit Owner or Association may incur by reason of break-ins, burglaries, acts of vandalism, personal injury or death, which are not detected or prevented by the Monitoring System. Each Unit Owner and Association is responsible for protecting and insuring themselves in connection with such acts or incidents. The provision of a Monitoring System (including any type of gatehouse) shall in no manner constitute a warranty or representation as to the provision of or level of security within the Condominium. Developer and Association do not guaranty or warrant, expressly or by implication, the merchantability of fitness for use of any Monitoring System, or that any such system (or any of its components or related services) will prevent intrusions, fires, or other occurrences, regardless of whether or not the Monitoring Service is designed to monitor the same. Each and every Unit Owner and the occupant of each Unit acknowledges that Developer and Association, their employees, agents, managers, directors, and officers, are not insurers of Unit Owners or Units, or the personal property located within the Units. Developer and Association will not be responsible or liable for losses, injuries, or deaths resulting from any such events.

25. Non-Liability. NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE CONDOMINIUM DOCUMENTS, ASSOCIATION SHALL NOT BE LIABLE OR RESPONSIBLE FOR, OR IN ANY MANNER BE A GUARANTOR OR INSURER OF, THE HEALTH, SAFETY OR WELFARE OF ANY OWNER, OCCUPANT OR USER OF ANY PORTION OF THE CONDOMINIUM INCLUDING, WITHOUT LIMITATION, RESIDENTS AND THEIR FAMILIES, GUESTS, LESSEES, LICENSEES, INVITEES, AGENTS, SERVANTS, CONTRACTORS, AND/OR SUBCONTRACTORS OR FOR ANY PROPERTY OF ANY SUCH PERSONS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING:

25.1. IT IS THE EXPRESS INTENT OF THE CONDOMINIUM DOCUMENTS THAT THE VARIOUS PROVISIONS THEREOF WHICH ARE ENFORCEABLE BY ASSOCIATION AND WHICH GOVERN OR REGULATE THE USES OF THE CONDOMINIUM HAVE BEEN WRITTEN, AND ARE TO BE INTERPRETED AND ENFORCED, FOR THE SOLE PURPOSE OF ENHANCING AND MAINTAINING THE ENJOYMENT OF THE CONDOMINIUM AND THE VALUE THEREOF;

25.2. ASSOCIATION IS NOT EMPOWERED, AND HAS NOT BEEN CREATED, TO ACT AS AN AGENCY WHICH ENFORCES OR ENSURES THE COMPLIANCE WITH THE LAWS OF THE STATE OF FLORIDA AND/OR COUNTY OR PREVENTS TORTIOUS ACTIVITIES; AND

25.3. THE PROVISIONS OF THE CONDOMINIUM DOCUMENTS SETTING FORTH THE USES OF ASSESSMENTS WHICH RELATE TO HEALTH, SAFETY, AND WELFARE SHALL BE INTERPRETED AND APPLIED ONLY AS LIMITATIONS ON THE USES OF ASSESSMENT FUNDS AND NOT AS CREATING A DUTY OF THE ASSOCIATION TO PROTECT OR FURTHER THE HEALTH, SAFETY, OR WELFARE OF ANY PERSON(S), EVEN IF ASSESSMENT FUNDS ARE CHOSEN TO BE USED FOR ANY SUCH REASON.

EACH OWNER (BY VIRTUE OF HIS ACCEPTANCE OF TITLE TO A UNIT) AND EACH OTHER PERSON HAVING AN INTEREST IN OR LIEN UPON, OR MAKING A USE OF, ANY PORTION OF THE CONDOMINIUM (BY VIRTUE OF ACCEPTING SUCH INTEREST OR LIEN OR MAKING SUCH USE) SHALL BE BOUND BY THIS SECTION AND SHALL BE DEEMED TO HAVE AUTOMATICALLY WAIVED ANY AND ALL RIGHTS, CLAIMS, DEMANDS AND CAUSES OF ACTION AGAINST ASSOCIATION ARISING FROM OR CONNECTED WITH ANY MATTER FOR WHICH THE LIABILITY OF ASSOCIATION HAS BEEN DISCLAIMED IN THIS SECTION OR OTHERWISE. AS USED IN THIS SECTION, "ASSOCIATION" SHALL INCLUDE WITHIN ITS MEANING ALL OF ASSOCIATION'S DIRECTORS, OFFICERS, COMMITTEE AND BOARD MEMBERS, EMPLOYEES, AGENTS, CONTRACTORS (INCLUDING MANAGEMENT COMPANIES, SUBCONTRACTORS, SUCCESSORS AND ASSIGNS). NOTHING IN THIS SECTION 25 SHALL LIMIT THE RIGHT OF ANY UNIT OWNER TO SUE THE ASSOCIATION FOR ITS OWN NEGLIGENCE OR ITS WILLFUL ACTS OR OMISSIONS OR FOR ANY LIABILITY PROVIDED IN THE ACT ON THE DAY THIS DECLARATION IS RECORDED AMONG THE PUBLIC RECORDS OF COUNTY.

26. Resolution of Disputes. BY ACCEPTANCE OF A DEED, EACH OWNER AGREES THAT THE CONDOMINIUM DOCUMENTS ARE VERY COMPLEX; THEREFORE, ANY CLAIM, DEMAND, ACTION, OR CAUSE OF ACTION, WITH RESPECT TO ANY ACTION, PROCEEDING, CLAIM, COUNTERCLAIM, OR CROSS CLAIM, WHETHER IN CONTRACT AND/OR IN TORT (REGARDLESS IF THE TORT ACTION IS PRESENTLY RECOGNIZED OR NOT), BASED ON, ARISING OUT OF, IN CONNECTION WITH OR IN ANY WAY RELATED TO CONDOMINIUM DOCUMENTS, INCLUDING ANY COURSE OF CONDUCT, COURSE OF DEALING, VERBAL OR WRITTEN STATEMENT, VALIDATION, PROTECTION, ENFORCEMENT ACTION OR OMISSION OF ANY PARTY SHOULD FIRST BE SUBMITTED TO MEDIATION AND, IF NOT SETTLED BY MEDIATION, SHALL THEREAFTER BE SUBMITTED TO BINDING ARBITRATION AS PROVIDED BY THE FEDERAL ARBITRATION ACT (9 U.S.C. §§1 ET SEQ.) AND NOT BY A COURT OF LAW. DEVELOPER HEREBY SUGGESTS THAT EACH OWNER UNDERSTAND THE LEGAL CONSEQUENCES OF ACCEPTING A DEED TO A UNIT. **THIS SECTION REQUIRES YOU TO WAIVE YOUR RIGHT TO SUE THE DEVELOPER IN COURT AND, INSTEAD, ARBITRATE OR MEDIATE DISPUTES INCLUDING, BUT NOT LIMITED TO: DEVELOPER REPRESENTATIONS PERTAINING TO COMMONLY USED FACILITIES; ACTIONS TAKEN BY DEVELOPER-ELECTED DIRECTORS WHILE THE DEVELOPER CONTROLS THE ASSOCIATION; DISPUTES REGARDING THE PURCHASER'S CLAIM OF VOIDABILITY BASED UPON CONTRACTUAL PROVISIONS AS REQUIRED IN SECTION 718.503(1)(a) , FLORIDA STATUTES; FALSE OR MISLEADING STATEMENTS PUBLISHED BY THE DEVELOPER AND RELIED UPON BY THE PURCHASER; AND WARRANTY RIGHTS ON YOUR UNIT AND IMPROVEMENTS. THE DIVISION OF FLORIDA CONDOMINIUMS, TIMESHARES AND MOBILE HOMES, HAS CONTESTED THE ENFORCEABILITY OF THESE PROVISIONS. UNTIL THERE IS AN ADMINISTRATIVE RULE, LEGISLATIVE CHANGE OR OTHER DEFINITIVE RESOLUTION, YOU SHOULD CONSULT AN ATTORNEY ABOUT YOUR RIGHTS UNDER THESE PROVISIONS.**

27. Venue. EACH OWNER ACKNOWLEDGES REGARDLESS OF WHERE SUCH OWNER (i) EXECUTED A PURCHASE AND SALE AGREEMENT, (ii) RESIDES, (iii) OBTAINS FINANCING OR (iv) CLOSED ON A UNIT, THIS DECLARATION LEGALLY AND FACTUALLY WAS EXECUTED IN COUNTY (AS DEFINED IN SECTION 1 OF THIS DECLARATION). DEVELOPER HAS AN OFFICE IN COUNTY AND EACH UNIT IS LOCATED IN COUNTY. ACCORDINGLY, AN IRREBUTTABLE PRESUMPTION EXISTS THAT THE ONLY APPROPRIATE VENUE FOR THE RESOLUTION OF ANY DISPUTE LIES IN COUNTY. IN ADDITION TO THE FOREGOING, EACH UNIT OWNER AND DEVELOPER AGREES THAT THE VENUE FOR RESOLUTION OF ANY DISPUTE LIES IN COUNTY.

28. Reliance. BEFORE ACCEPTING A DEED TO A UNIT, EACH UNIT OWNER HAS AN OBLIGATION TO RETAIN AN ATTORNEY IN ORDER TO CONFIRM THE VALIDITY OF THE PROVISIONS OF THIS DECLARATION. BY ACCEPTANCE OF A DEED TO A UNIT, EACH UNIT OWNER ACKNOWLEDGES THAT HE HAS SOUGHT AND RECEIVED SUCH AN OPINION OR HAS MADE AN AFFIRMATIVE DECISION NOT TO SEEK SUCH AN OPINION. DEVELOPER IS RELYING ON EACH UNIT OWNER CONFIRMING IN ADVANCE OF ACQUIRING A UNIT THAT THIS DECLARATION IS VALID, FAIR AND ENFORCEABLE. SUCH RELIANCE IS DETRIMENTAL TO DEVELOPER. ACCORDINGLY, AN ESTOPPEL AND WAIVER EXISTS PROHIBITING EACH UNIT OWNER FROM TAKING THE POSITION THAT ANY PROVISION OF THIS DECLARATION IS INVALID IN ANY RESPECT. AS A FURTHER MATERIAL INDUCEMENT FOR DEVELOPER TO SUBJECT THE CONDOMINIUM PROPERTY TO THIS DECLARATION, EACH UNIT OWNER DOES HEREBY RELEASE, WAIVE, DISCHARGE, COVENANT NOT TO SUE, ACQUIT, SATISFY AND FOREVER DISCHARGE DEVELOPER, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS AND ITS AFFILIATES AND ASSIGNS FROM ANY AND ALL LIABILITY, CLAIMS, COUNTERCLAIMS, DEFENSES, ACTIONS, CAUSES OF ACTION, SUITS, CONTROVERSIES, AGREEMENTS, PROMISES AND DEMANDS WHATSOEVER IN LAW OR IN EQUITY WHICH A UNIT OWNER MAY HAVE IN THE FUTURE, OR WHICH ANY PERSONAL REPRESENTATIVE, SUCCESSOR, HEIR OR ASSIGN OF UNIT OWNER HEREAFTER CAN, SHALL OR MAY HAVE AGAINST DEVELOPER, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND AGENTS, AND ITS AFFILIATES AND ASSIGNS, FOR, UPON OR BY REASON OF ANY MATTER, CAUSE OR THING WHATSOEVER RESPECTING THIS DECLARATION, OR THE EXHIBITS HERETO. THIS RELEASE AND WAIVER IS INTENDED TO BE AS BROAD AND INCLUSIVE AS PERMITTED BY THE LAWS OF THE STATE OF FLORIDA.

29. Construction Activities. ALL OWNERS, OCCUPANTS AND USERS OF THE LAND ARE HEREBY PLACED ON NOTICE THAT (1) DEVELOPER AND/OR ITS AGENTS, CONTRACTORS, SUBCONTRACTORS, LICENSEES AND OTHER DESIGNEES, AND/OR (2) ANY OTHER PARTIES MAY BE, FROM TIME TO TIME, CONDUCTING BLASTING, EXCAVATION, CONSTRUCTION AND OTHER ACTIVITIES WITHIN OR IN PROXIMITY TO THE LAND. BY THE ACCEPTANCE OF THEIR DEED OR OTHER CONVEYANCE OR MORTGAGE, LEASEHOLD, LICENSE OR OTHER INTEREST, AND BY USING ANY PORTION OF THE LAND, EACH SUCH UNIT OWNER, OCCUPANT AND USER AUTOMATICALLY ACKNOWLEDGES, STIPULATES AND AGREES (i) THAT NONE OF THE AFORESAID ACTIVITIES, OR ANY NOISES RESULTING THEREFROM, SHALL BE DEEMED NUISANCES OR NOXIOUS OR OFFENSIVE ACTIVITIES, HEREUNDER OR AT LAW GENERALLY, (ii) NOT TO ENTER UPON, OR ALLOW THEIR CHILDREN OR OTHER PERSONS UNDER THEIR CONTROL OR DIRECTION TO ENTER UPON (REGARDLESS OF WHETHER SUCH ENTRY IS A TRESPASS OR OTHERWISE) ANY PROPERTY WITHIN OR IN PROXIMITY TO THE LAND WHERE SUCH ACTIVITY IS BEING CONDUCTED (EVEN IF NOT BEING ACTIVELY CONDUCTED AT THE TIME OF ENTRY, SUCH AS AT NIGHT OR OTHERWISE DURING NON-WORKING HOURS), (iii) DEVELOPER AND THE OTHER AFORESAID RELATED PARTIES SHALL NOT BE LIABLE FOR ANY AND ALL LOSSES, DAMAGES (COMPENSATORY, CONSEQUENTIAL, PUNITIVE OR OTHERWISE), INJURIES OR DEATHS ARISING FROM OR RELATING TO THE AFORESAID ACTIVITIES, EXCEPT RESULTING DIRECTLY FROM DEVELOPER'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, AND (iv) ANY PURCHASE OR USE OF ANY PORTION OF THE LAND HAS BEEN AND WILL BE MADE WITH FULL KNOWLEDGE OF THE FOREGOING.

30. Notices. All notices to Association required or desired hereunder or under the By-Laws shall be sent by certified mail (return receipt requested) or by professional courier with receipt to Association at its office at the Condominium, or to such other address as Association may hereafter designate from time to time by notice in writing to all Unit Owners. Except as provided specifically in the Act, all notices to any Unit Owner shall be sent by first class mail to the Condominium address of such Unit Owner, or such other address as may have been designated by him or her from time to time, in writing, to Association. All notices to mortgagees of Units shall be sent by first class mail to their respective addresses, or such other address as may be designated by them from time to time, in writing to Association. All notices are effective upon receipt or refusal to accept receipt.

31. Interpretation. The Board shall be responsible for interpreting the provisions hereof and of any of the exhibits attached hereto. Such interpretation shall be binding upon all parties unless wholly unreasonable. An opinion of counsel that any interpretation adopted by Association is not unreasonable shall conclusively establish the validity of such interpretation.

32. Mortgagees. Association shall not be responsible to any mortgagee or lienor of any Unit hereunder and may assume the Unit is free of any such mortgages or liens, unless written notice of the existence of such mortgage or lien is received by Association.

33. Exhibits. All exhibits attached to this Declaration shall form a part of this Declaration as if set forth herein.

34. Blocked View; Trees and Shrubbery. There is no guarantee that any Unit shall have any specific view. The (1) maturation of trees and shrubbery, (2) construction of other condominiums, or (3) construction of any other improvement may partially or entirely block the view of each Unit. Additionally, Developer shall not be responsible for any reduction in privacy caused by the removal or pruning of trees and shrubbery within the Condominium Property. Unit Owners shall not cut down trees and shrubbery nor plant additional trees and shrubbery within the Common Elements or Limited Common Elements.

35. Governing Law. Should any dispute or litigation arise between any of the parties whose rights or duties are affected or determined by this Declaration, the exhibits annexed hereto or applicable Rules, such dispute or litigation shall be governed by the laws of the State of Florida.

36. Construction Matters. All Units and their appurtenant Common Elements have been or will be sold without any Developer warranties whatsoever except as provided in the Act (to the extent such warranties are not effectively disclaimed and remain in effect, if at all). As to such warranties, if any, and as to any claim arising from or connected with the design or construction of any Unit(s), Limited Common Elements, or the Common Elements including, without limitation, failure to build in accordance with any particular plans or specifications or failure to comply with building or other codes, laws, ordinances or regulations (collectively, "Construction Matters"), it shall be a material condition precedent to the institution of any proceeding regarding Construction Matters that (i) the party or parties bringing same shall have first given notice to Developer or other party against whom which relief or recovery is sought (the "Defendant") of the specific Construction Matters complained of and what actions are necessary to cure or correct same and (ii) the Defendant shall have been given at least one hundred twenty (120) days (subject to extension by reason of matters beyond the control of the Defendant or because of the nature of the applicable Construction Matter(s) and the time necessary to cure or correct same) in which to cure or correct the applicable Construction Matter(s) and shall have materially failed to do so. If any Construction Matter is not cured or corrected as aforesaid, all applicable parties shall be bound to submit the disputes or claims regarding the Construction Matters at issue solely to binding arbitration in accordance with the Florida Arbitration Code and the rules of the American Arbitration Association and the parties and their successors and assigns shall be bound by the results of such arbitration. Without limiting the general binding effect of this Declaration, each Owner and other person acquiring any right, title or interest in or to any Unit shall be deemed, by virtue of the acceptance of the conveyance, grant, transfer or assignment thereof, to be fully bound by the provisions of this Section 36, as shall Association.

THIS SECTION REQUIRES YOU TO WAIVE YOUR RIGHT TO SUE THE DEVELOPER IN COURT AND, INSTEAD, ARBITRATE OR MEDIATE DISPUTES INCLUDING, BUT NOT LIMITED TO DEVELOPER REPRESENTATIONS PERTAINING TO COMMONLY USED FACILITIES; ACTIONS TAKEN BY DEVELOPER-ELECTED DIRECTORS WHILE THE DEVELOPER CONTROLS THE ASSOCIATION; DISPUTES REGARDING THE PURCHASER'S CLAIM OF VOIDABILITY BASED UPON CONTRACTUAL PROVISIONS AS REQUIRED IN SECTION 718.503(1)(a), FLORIDA STATUTES; FALSE OR MISLEADING STATEMENTS PUBLISHED BY THE DEVELOPER AND RELIED UPON BY THE PURCHASER; AND WARRANTY RIGHTS ON YOUR UNIT AND IMPROVEMENTS. THE DIVISION OF FLORIDA CONDOMINIUMS TIMESHARES AND MOBILE HOMES HAS CONTESTED THE ENFORCEABILITY OF THESE PROVISIONS. UNTIL THERE IS AN ADMINISTRATIVE RULE, LEGISLATIVE CHANGE OR OTHER DEFINITIVE RESOLUTION, YOU SHOULD CONSULT AN ATTORNEY ABOUT YOUR RIGHTS UNDER THESE PROVISIONS.

37. Eligibility Requirements for Board Membership. Any Director designated or appointed by Developer need not be a Unit Owner or a resident of a Unit. All other Directors must be Unit Owners. Co-owners of a Unit may not serve as members of the Board of Directors at the same time. A person who has been suspended or removed by the Division under Chapter 718, Florida Statutes, or who is delinquent in the payment of any fee or assessment as provided herein, is not eligible for Board membership. A person who has been convicted of a felony in this state or in a United States District or Territorial Court, or who has been convicted of any offense in another jurisdiction that would be considered a felony if omitted in this state, is not eligible for membership on the Board unless such felon's civil rights have been restored for a period of no less than five (5) years as of the date on which such person seeks election to the Board.

38. Manager. Association may, but is not obligated to, retain a manager to assist the Board in connection with the operation of the Association.

39. Execution of Documents; Attorney-in-Fact. Wherever the signature of the President of Association is required hereunder, the signature of a Vice-President may be substituted therefor, and wherever the signature of the Secretary of Association is required hereunder, the signature of an Assistant Secretary may be substituted therefor, provided that the same person may not execute any single instrument on behalf of Association in two separate capacities. Without limiting the generality of other Sections of this Declaration and without such other Sections limiting the generality hereof, each Unit Owner, by reason of the acceptance of a deed to such Unit Owner's Unit, hereby agrees to execute, at the request of Developer and its affiliates, in order to complete the plan of development of the Golf Club and Master Community, any and all amendments to the existing documents and as they may be hereafter amended; and each such Unit Owner further appoints hereby and thereby Developer as such Unit Owner's agent and attorney-in-fact to execute, on behalf and in the name of such Unit Owner, any and all of such documents or consents that may be required from time to time by the City, County or applicable governmental subdivisions or agencies where the Condominium is located. This power of attorney is irrevocable and coupled with an interest. The provisions of this Section may not be amended without the consent of Developer.

40. Severability. The invalidity in whole or in part of any covenant or restriction, or any section, subsection, sentence, clause, phrase or word, or other provision of this Declaration, the exhibits annexed hereto, or applicable rules and regulations adopted pursuant to such documents, as the same may be amended from time to time, shall not affect the validity of the remaining portions thereof which shall remain in full force and effect.

41. Waiver. No provisions contained in this Declaration shall be deemed to have been waived by reason of any failure to enforce the same, without regard to the number of violations or breaches which may occur.

42. Ratification. Each Unit Owner, by reason of having acquired ownership (whether by purchase, gift, operation of law or otherwise), and each occupant of a Unit, by reason of his occupancy, shall be deemed to have acknowledged and agreed that all of the provisions of this Declaration, the Articles, By-Laws, and the Rules are fair and reasonable in all material respects.

43. Gender; Plurality. Wherever the context so permits, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall be deemed to include all or no genders.

44. Captions. The captions herein and in the exhibits annexed hereto are inserted only as a matter of convenience and for ease of reference and in no way define or limit the scope of the particular document or any provision thereof.

45. Refund of Taxes, Fees and Other Charges. Unless otherwise provided herein, Association agrees that any taxes, fees or other charges paid by Developer to any governmental authority, utility company or any other entity which at a later date are refunded in whole or in part, shall be returned to Developer in the event such refund is received by Association.

46. Title Documents. Each Unit Owner by acceptance of a deed to a Unit acknowledges that such Unit is subject to certain land use and title documents and all amendments thereto, which may include among other items, the documents recorded or to be recorded in the Public Records of County (collectively, the "**Title Documents**"). Developer's plan of development for the Condominium may necessitate from time to time the further amendment, modification and/or termination of the Title Documents. DEVELOPER RESERVES THE UNCONDITIONAL RIGHT TO SEEK AMENDMENTS AND MODIFICATIONS OF THE TITLE DOCUMENTS. It is possible that a governmental subdivision or agency may require the execution of one or more documents in connection with an amendment, modification, and/or termination of the Title Documents. To the extent that such documents require the joinder of Unit Owners other than Developer, Developer, by any one of its duly authorized officers, may, as the agent and/or the attorney-in-fact for the Unit Owners, execute, acknowledge and deliver any documents required by applicable governmental subdivision or agency; and the Unit Owners, by virtue of their acceptance of deeds irrevocably nominate, constitute and appoint Developer, through any one of its duly authorized officers, as their proper and legal attorney-in-fact for such purpose. This appointment is coupled with an interest and is therefore irrevocable. Any such document executed pursuant to this Section may recite that it is made pursuant to this Section. Notwithstanding the foregoing, each Unit Owner agrees, by its acceptance of a deed to a Unit: (a) to execute or otherwise join in any documents required in connection with the amendment, modification, or termination of the Title Documents; and (b) that such Unit Owner has waived its right to object to or comment on the form or substance of any amendment, modification, or termination of the Title Documents.

Without limiting the foregoing, upon the Turnover Date, Association shall assume all of the obligations of Developer under the Title Documents which affect the Condominium unless otherwise provided in the Master Declaration, Golf Club Declaration, declarations for Other Condominiums, this Declaration or by amendment to this Declaration recorded by Developer in the Public Records of County, from time to time, and in the sole and absolute discretion of Developer.

47. No Contribution. There will be no contribution from the Other Condominium Associations or Owners of units in the Other Condominiums for the use of Common Elements within the Condominium which are necessary for the use, enjoyment and maintenance of the Common Elements of the Condominium that are to be used by others in the Community.

[THE REST OF THIS PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, Developer has caused this Declaration to be duly executed and its corporate seal to be hereunto affixed this _____ day of _____, 20__.

WITNESSES:

LENNAR HOMES, LLC, a Florida limited liability company

Print name:_____

Print name:_____

By:_____
Print Name: _____
Title: Vice President

{SEAL}

STATE OF FLORIDA)
) SS.:
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20__ by _____ as Vice President of LENNAR HOMES, LLC a Florida Limited Liability Company, on behalf of the company, who is personally known to me or who produced _____ as identification.

My commission expires:

NOTARY PUBLIC, State of Florida
Print name:_____

EXHIBIT 1

LEGAL DESCRIPTION AND SKETCH OF COACH HOMES I AT TREVISO BAY

LEGAL DESCRIPTION
Of part of Tract FD-1,
Vercelli, Plat Book 48, pages 11-14,
Collier County, Florida.
Coach Homes I at Treviso Bay, a Phase Condominium

All that part of Tract FD-1, according to the plat of Vercelli, Plat Book 48, pages 11-14, of the public records of Collier County, Florida, being more particularly described as follows;

Commencing at the northerlymost corner of Tract C-2, according to said plat of Vercelli;

Thence North 56°59'00" West 64.95 feet to a point on the 40' access, drainage and public utility easement according to said plat of Vercelli and the POINT OF BEGINNING;

Thence along said easement in the following five (5) described courses:

1. 68.72 feet along the arc of a circular curve concave south having a radius of 57.00 feet through central angle of 69°04'43" and being subtended by a chord which bears North 89°25'36" West 64.63 feet to a point of reverse curvature;
2. 72.65 feet along the arc of a circular curve concave north having a radius of 92.00 feet through a central angle of 45°14'51" and being subtended by a chord which bears South 78°39'28" West 70.78 feet to a point of reverse curvature;
3. 556.03 feet along the arc of a circular curve concave south having a radius of 725.00 feet through a central angle of 43°56'33" and being subtended by a chord which bears South 79°18'37" West 542.51 feet;
4. South 57°20'20" West 93.45 feet;
5. 4.23 feet along the arc of a circular curve concave northwest having a radius of 40.00 feet through a central angle of 06°03'55" and being subtended by a chord which bears South 60°22'18" West 4.23 feet;

Thence leaving said easement North 32°36'58" West 175.99 feet to a point on the boundary of said Tract FD-1;

Thence along said boundary in the following three (3) described courses:

1. 46.16 feet along the arc of a non-tangential circular curve concave north having a radius of 35.00 feet through a central angle of 75°33'48" and being subtended by a chord which bears South 84°46'31" East 42.89 feet;
2. 706.06 feet along the arc of a non-tangential circular curve concave south having a radius of 1,050.00 feet through a central angle of 38°31'41" and being subtended by a chord which bears North 76°43'53" East 692.84 feet to a point of reverse curvature;
3. 50.04 feet along the arc of a circular curve concave northwest having a radius of 40.00 feet through a central angle of 71°41'02" and being subtended by a chord which bears North 60°09'13" East 46.84 feet;

Thence leaving said boundary South 65°41'19" East 70.44 feet;

Thence South 19°10'12" East 115.60 feet;

Thence South 35°06'45" West 26.94 feet to the POINT OF BEGINNING.

Containing 2.71 acres more or less.

ALSO INCLUDING THE FOLLOWING:

Commencing at the northerlymost corner of said Tract C-2;

Thence along the westerly line of said Tract C-2, South 05°55'20" East 14.45 feet to the POINT OF BEGINNING;

Thence continue along said line South 05°55'20" East 182.63 feet to a point on the boundary of said Tract FD-1;

Thence along said boundary in the following fifteen (15) described courses:

1. 72.03 feet along the arc of a non-tangential circular curve concave south having a radius of 853.72 feet through a central angle of 04°50'03" and being subtended by a chord which bears South 81°39'38" West 72.01 feet to a point of reverse curvature;
2. 188.99 feet along the arc of a circular curve concave north having a radius of 348.14 feet through a central angle of 31°06'12" and being subtended by a chord which bears North 85°12'17" West 186.68 feet to a point of compound curve;
3. 53.22 feet along the arc of a circular curve concave northeast having a radius of 156.64 feet through a central angle of 19°27'59" and being subtended by a chord which bears North 59°55'12" West 52.96 feet to a point of reverse curvature;
4. 50.75 feet along the arc of a circular curve concave south having a radius of 83.97 feet through a central angle of 34°37'51" and being subtended by a chord which bears North 67°30'08" West 49.98 feet;
5. 239.37 feet along the arc of a non-tangential circular curve concave south having a radius of 550.00 feet through a central angle of 24°56'09" and being subtended by a chord which bears South 78°06'09" West 237.48 feet to a point of compound curve;
6. 90.61 feet along the arc of a circular curve concave east having a radius of 53.00 feet through a central angle of 97°57'29" and being subtended by a chord which bears South 16°39'20" West 79.97 feet to a point of reverse curvature;
7. 93.24 feet along the arc of a circular curve concave southwest having a radius of 4,871.91 feet through a central angle of 01°05'48" and being subtended by a chord which bears South 31°46'31" East 93.24 feet to a point of reverse curvature;
8. 69.28 feet along the arc of a circular curve concave north having a radius of 53.00 feet through a central angle of 74°53'38" and being subtended by a chord which bears South 68°40'26" East 64.45 feet to a point of reverse curvature;
9. 321.12 feet along the arc of a circular curve concave south having a radius of 602.34 feet through a central angle of 30°32'45" and being subtended by a chord which bears North 89°09'07" East 317.33 feet to a point of reverse curvature;
10. 366.15 feet along the arc of a circular curve concave north having a radius of 1,331.00 feet through a central angle of 15°45'42" and being subtended by a chord which bears South 83°27'21" East 364.99 feet to a point of reverse curvature;
11. 138.34 feet along the arc of a circular curve concave south having a radius of 200.00 feet through a central angle of 39°37'55" and being subtended by a chord which bears South 71°31'15" East 135.60 feet;
12. South 51°42'17" East 92.18 feet;
13. 11.82 feet along the arc of a circular curve concave northeast having a radius

of 50.00 feet through a central angle of 13°32'42" and being subtended by a chord which bears South 58°28'38" East 11.79 feet;

14. South 14°16'43" East 15.73 feet;

15. 19.66 feet along the arc of a non-tangential circular curve concave north having a radius of 63.00 feet through a central angle of 17°52'38" and being subtended by a chord which bears South 83°13'56" East 19.58 feet;

Thence leaving said boundary South 02°10'16" East 41.95 feet;

Thence South 16°03'37" West 93.78 feet;

Thence South 59°50'45" West 48.28 feet to a point on said 40' access, drainage and public utility easement;

Thence along said easement in the following thirteen (13) described courses:

1. 82.69 feet along the arc of a non-tangential circular curve concave southwest having a radius of 55.00 feet through a central angle of 86°08'22" and being subtended by a chord which bears North 40°10'05" West 75.12 feet to a point of reverse curvature;

2. 63.73 feet along the arc of a circular curve concave northeast having a radius of 105.00 feet through a central angle of 34°46'40" and being subtended by a chord which bears North 65°50'56" West 62.76 feet to a point of reverse curvature;

3. 11.54 feet along the arc of a circular curve concave southwest having a radius of 671.93 feet through a central angle of 00°59'02" and being subtended by a chord which bears North 48°57'08" West 11.54 feet to a point of compound curve;

4. 143.38 feet along the arc of a circular curve concave south having a radius of 212.00 feet through a central angle of 38°45'01" and being subtended by a chord which bears North 68°49'09" West 140.66 feet to a point of reverse curvature;

5. 323.22 feet along the arc of a circular curve concave north having a radius of 1,470.00 feet through a central angle of 12°35'53" and being subtended by a chord which bears North 81°53'44" West 322.57 feet to a point of reverse curvature;

6. 363.35 feet along the arc of a circular curve concave south having a radius of 465.00 feet through a central angle of 44°46'14" and being subtended by a chord which bears South 82°01'05" West 354.17 feet to a point of reverse curvature;

7. 47.55 feet along the arc of a circular curve concave north having a radius of 30.00 feet through a central angle of 90°49'03" and being subtended by a chord which bears North 74°57'30" West 42.73 feet to a point of reverse curvature;

8. 383.26 feet along the arc of a circular curve concave southwest having a radius of 4,732.91 feet through a central angle of 04°38'23" and being subtended by a chord which bears North 31°52'10" West 383.15 feet to a point of reverse curvature;

9. 63.90 feet along the arc of a circular curve concave east having a radius of 40.00 feet through a central angle of 91°31'41" and being subtended by a chord which bears North 11°34'29" East 57.32 feet;

10. North 57°20'20" East 88.74 feet;

11. 544.52 feet along the arc of a circular curve concave south having a radius of 685.00 feet through a central angle of 45°32'43" and being subtended by a chord which bears North 80°06'42" East 530.29 feet to a point of compound curve;

12. 56.50 feet along the arc of a circular curve concave southwest having a radius

of 92.00 feet through a central angle of 35°11'03" and being subtended by a chord which bears South 59°31'25" East 55.61 feet to a point of reverse curvature;

13. 135.35 feet along the arc of a circular curve concave north having a radius of 57.00 feet through a central angle of 136°02'54" and being subtended by a chord which bears North 70°02'39" East 105.72 feet;

Thence leaving said easement South 87°58'47" East 31.79 feet to the POINT OF BEGINNING.

Containing 7.02 acres more or less.

ALSO INCLUDING THE FOLLOWING:

Commencing at the southerlymost corner of said Tract C-2;

Thence South 55°03'51" West 238.12 feet to a point on said 40' access, drainage and public utility easement and the POINT OF BEGINNING;

Thence leaving said easement South 21°34'32" West 94.63 feet;

Thence South 80°01'37" West 116.18 feet;

Thence North 51°44'20" West 114.87 feet to a point on the boundary of said Tract FD-1;

Thence along said boundary in the following fifteen (15) described courses:

1. 79.73 feet along the arc of a non-tangential circular curve concave southwest having a radius of 50.00 feet through a central angle of 91°21'56" and being subtended by a chord which bears North 36°45'49" West 71.55 feet;
2. North 82°26'47" West 128.04 feet;
3. 15.22 feet along the arc of a circular curve concave north having a radius of 300.00 feet through a central angle of 02°54'23" and being subtended by a chord which bears North 80°59'35" West 15.22 feet;
4. North 79°32'24" West 160.21 feet;
5. 90.23 feet along the arc of a circular curve concave south having a radius of 200.00 feet through a central angle of 25°50'59" and being subtended by a chord which bears South 87°32'07" West 89.47 feet;
6. South 74°36'38" West 101.88 feet;
7. 66.18 feet along the arc of a circular curve concave southeast having a radius of 200.00 feet through a central angle of 18°57'38" and being subtended by a chord which bears South 65°07'49" West 65.88 feet to a point of reverse curvature;
8. 37.91 feet along the arc of a circular curve concave northwest having a radius of 250.00 feet through a central angle of 08°41'17" and being subtended by a chord which bears South 59°59'39" West 37.87 feet;
9. South 64°20'17" West 111.29 feet;
10. 38.73 feet along the arc of a circular curve concave southeast having a radius of 50.00 feet through a central angle of 44°23'12" and being subtended by a chord which bears South 42°08'41" West 37.77 feet;
11. South 19°57'05" West 14.39 feet;
12. 32.94 feet along the arc of a circular curve concave northwest having a radius of 60.00 feet through a central angle of 31°27'06" and being subtended by a chord which bears South 35°40'38" West 32.52 feet;
13. North 12°07'44" West 177.35 feet;
14. 119.82 feet along the arc of a non-tangential circular curve concave northwest having a radius of 1,025.00 feet through a central angle of 06°41'51" and being subtended by a chord which bears North 65°43'46" East 119.75 feet;

15. North 27°37'10" West 5.00 feet to a point on said 40' access, drainage and public utility easement;

Thence along said easement in the following six (6) described courses:

1. 87.37 feet along the arc of a non-tangential circular curve concave northwest having a radius of 1,020.00 feet through a central angle of 04°54'28" and being subtended by a chord which bears North 59°55'36" East 87.35 feet to a point of reverse curvature;
2. 348.12 feet along the arc of a circular curve concave south having a radius of 425.00 feet through a central angle of 46°55'51" and being subtended by a chord which bears North 80°56'17" East 338.47 feet to a point of reverse curvature;
3. 332.01 feet along the arc of a circular curve concave north having a radius of 1,510.00 feet through a central angle of 12°35'53" and being subtended by a chord which bears South 81°53'43" East 331.34 feet to a point of reverse curvature;
4. 99.49 feet along the arc of a circular curve concave south having a radius of 172.00 feet through a central angle of 33°08'35" and being subtended by a chord which bears South 71°37'22" East 98.11 feet to a point of compound curve;
5. 88.86 feet along the arc of a circular curve concave southwest having a radius of 105.00 feet through a central angle of 48°29'26" and being subtended by a chord which bears South 30°48'22" East 86.24 feet to a point of reverse curvature;
6. 92.32 feet along the arc of a circular curve concave northeast having a radius of 55.00 feet through a central angle of 96°10'17" and being subtended by a chord which bears South 54°38'47" East 81.86 feet to the POINT OF BEGINNING.

Containing 3.64 acres more or less.

Total lands containing 13.37 net acres, more or less.

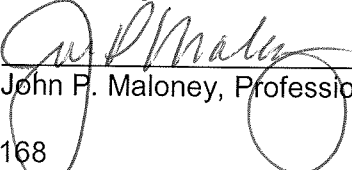
Subject to easements and restrictions of record.

Bearings are based on the west line of said Tract C-2, being South 05°55'20" East.

Certificate of authorization #LB-43.

WilsonMiller, Inc.

Registered Engineers and Land Surveyors

By:  Date December 20, 2011
John P. Maloney, Professional Surveyor and Mapper #LS4493

4D-168

Not valid unless embossed with the Professional's seal.

LEGAL DESCRIPTION
Of part of Tract FD-1,
Vercelli, Plat Book 48, pages 11-14,
Collier County, Florida.
**Coach Homes I at Treviso Bay, a Phase Condominium
Phase 1**

All that part of Tract FD-1, according to the plat of Vercelli, Plat Book 48, pages 11-14, of the public records of Collier County, Florida, being more particularly described as follows;

Commencing at the northerlymost corner of Tract C-2, according to said plat of Vercelli;

Thence North 85°09'58" West 768.57 feet to the POINT OF BEGINNING;

Thence South 28°58'06" East 145.46 feet to a point on the 40' access, drainage and public utility easement according to said plat of Vercelli;

Thence along said easement in the following three (3) described courses:

1. 30.71 feet along the arc of a non-tangential circular curve concave southeast having a radius of 725.00 feet through a central angle of 02°25'36" and being subtended by a chord which bears South 58°33'08" West 30.70 feet;
2. South 57°20'20" West 93.45 feet;
3. 4.23 feet along the arc of a circular curve concave northwest having a radius of 40.00 feet through a central angle of 06°03'55" and being subtended by a chord which bears South 60°22'18" West 4.23 feet;

Thence leaving said easement North 32°36'58" West 175.99 feet to a point on the boundary of said Tract FD-1;

Thence along said boundary in the following two (2) described courses:

1. 46.16 feet along the arc of a non-tangential circular curve concave north having a radius of 35.00 feet through a central angle of 75°33'48" and being subtended by a chord which bears South 84°46'31" East 42.89 feet;
2. 103.94 feet along the arc of a non-tangential circular curve concave southeast having a radius of 1,050.00 feet through a central angle of 05°40'19" and being subtended by a chord which bears North 60°18'12" East 103.90 feet to the POINT OF BEGINNING.

Containing 0.46 acres more or less.

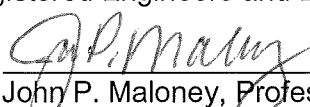
Subject to easements and restrictions of record.

Bearings are based on the west line of said Tract C-2, being South 05°55'20" East.

Certificate of authorization #LB-43.

WilsonMiller, Inc.

Registered Engineers and Land Surveyors

By:  Date January 4, 2012
John P. Maloney, Professional Surveyor and Mapper #LS4493

2D-126A

Not valid unless embossed with the Professional's seal.

LEGAL DESCRIPTION
Of part of Tract FD-1,
Vercelli, Plat Book 48, pages 11-14,
Collier County, Florida.
**Coach Homes I at Treviso Bay, a Phase Condominium
Phase 2**

All that part of Tract FD-1, according to the plat of Vercelli, Plat Book 48, pages 11-14, of the public records of Collier County, Florida, being more particularly described as follows;

Commencing at the northerlymost corner of Tract C-2, according to said plat of Vercelli;

Thence South 84°54'55" West 584.30 feet to a point on the 40' access, drainage and public utility easement according to said plat of Vercelli and the POINT OF BEGINNING;

Thence leaving said easement South 30°48'25" East 141.95 feet to a point on the boundary of said Tract FD-1;

Thence along said boundary in the following two (2) described courses:

1. 55.93 feet along the arc of a non-tangential circular curve concave south having a radius of 550.00 feet through a central angle of 05°49'34" and being subtended by a chord which bears South 68°32'51" West 55.90 feet to a point of compound curve;
2. Thence 49.62 feet along the arc of a circular curve concave southeast having a radius of 53.00 feet through a central angle of 53°38'39" and being subtended by a chord which bears South 38°48'44" West 47.83 feet;

Thence leaving said boundary North 80°33'02" West 204.37 feet to a point on said easement;

Thence along said easement in the following three (3) described courses:

1. 44.15 feet along the arc of a non-tangential circular curve concave southeast having a radius of 40.00 feet through a central angle of 63°14'31" and being subtended by a chord which bears North 25°43'04" East 41.94 feet;
2. Thence North 57°20'20" East 88.74 feet;
3. Thence 132.77 feet along the arc of a circular curve concave southeast having a radius of 685.00 feet through a central angle of 11°06'18" and being subtended by a chord which bears North 62°53'29" East 132.56 feet to the POINT OF BEGINNING.

Containing 0.65 acres more or less.

Subject to easements and restrictions of record.

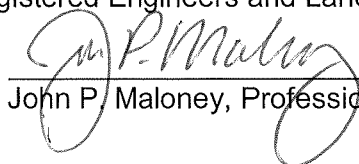
Bearings are based on the west line of said Tract C-2, being South 05°55'20" East.

Certificate of authorization #LB-43.

WilsonMiller, Inc.

Registered Engineers and Land Surveyors

By:



Date January 4, 2012

John P. Maloney, Professional Surveyor and Mapper #LS4493

**COACH HOMES I AT TREVISO BAY,
A PHASE CONDOMINIUM, PHASE 2**

GENERAL NOTES:

BEARINGS ARE BASED ON THE WEST LINE OF TRACT C-2, OF SAID PLAT OF VERCILLI, BEING SOUTH 09°52'20" EAST.

THE DISTANCE IS COMPOSED OF 100 FEET OF BEARINGS AND 100 FEET OF DISTANCES ARE IDENTICAL WITH PLAT VALUES.

DIMENSIONS ARE IN FEET, AND DECIMALS, THEREOF.

DIMENSIONS ALONG CURVES ARE: Δ = DELTA, L = ARC LENGTH, R = RADIUS, T = TANGENT, R = RADIUS, CB = CHORD BEARING.

P.O.C. = POINT OF COMMENCEMENT

P.O.B. = POINT OF BEGINNING

P.T. = POINT OF TERMINATION

D.U.E. = DRAINAGE EASEMENT, P.U.E. = PUBLIC UTILITY EASEMENT, C.U.E. = COLLIER COUNTY UTILITY EASEMENT

L.B.E. = LIVING EASEMENT

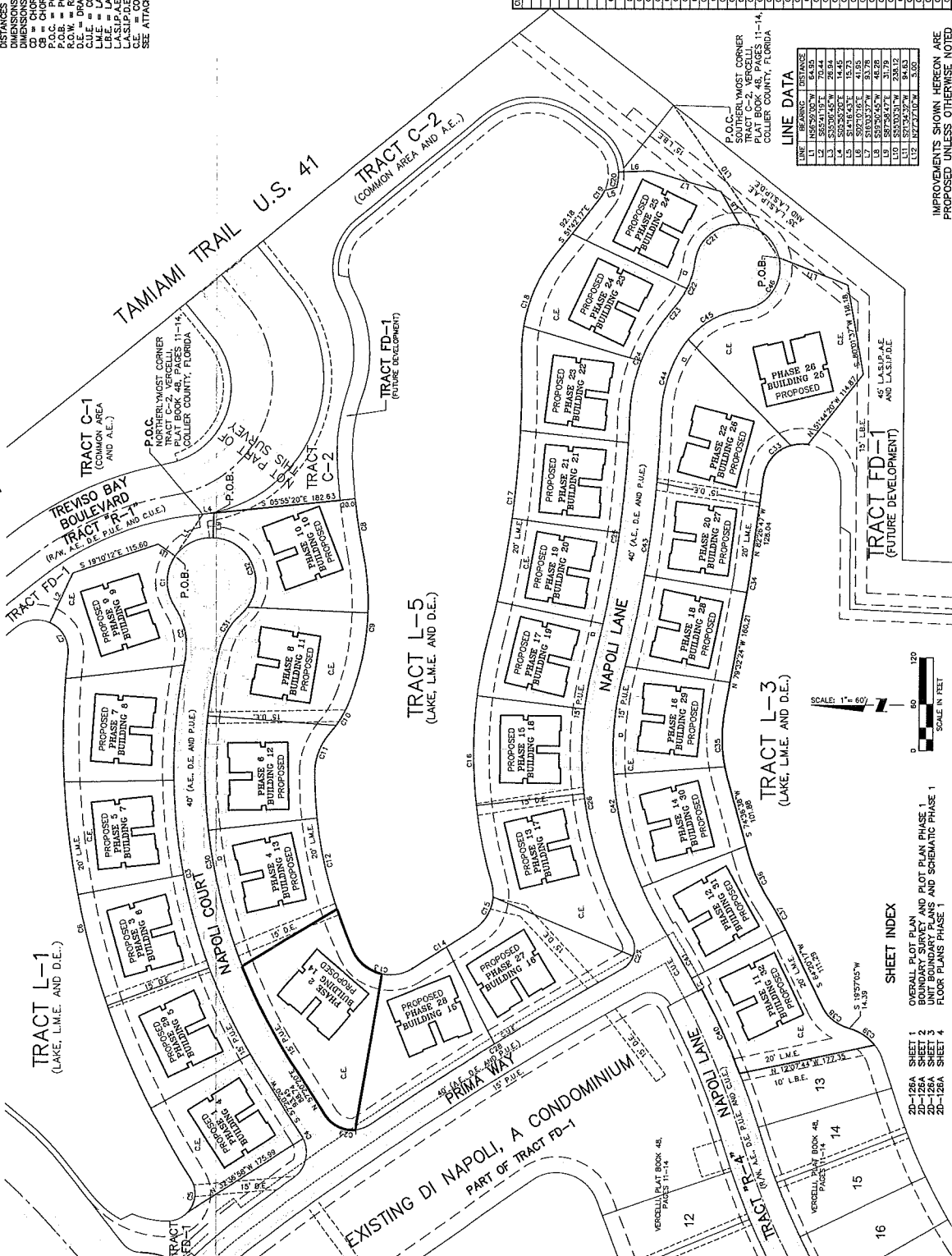
L.B.E. = LIVING EASEMENT

L.A.S.I.P.E. = L.A.S.I.P.E. STORMWATER IMPROVEMENT PLAN ACCESS EASEMENT

L.A.S.I.P.E. STORMWATER IMPROVEMENT PLAN ACCESS EASEMENT

L.A.S.I.P.E. STORMWATER IMPROVEMENT PLAN ACCESS EASEMENT

SEE ATTACHED FOR LEGAL DESCRIPTION



CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CURVE DATA		CUR	
------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	------------	--	-----	--

P.O.C. — SOUTHERLYMOST CORNER
TRACT C-2, VERCELLI,
PLAT BOOK 48, PAGES 11-14,
COLLIER COUNTY, FLORIDA


LINE	BEARING	DISTANCE
L1	N56°59'00"W	64.95
L2	S65°41'19"E	70.44
L3	S53°06'45"W	26.94
L4	S03°55'20"E	14.45
L5	S14°16'43"E	15.73
L6	S02°10'16"E	41.95
L7	S16°33'37"W	93.78
L8	S19°50'55"W	48.28
L9	S87°58'43"E	31.79
L10	S55°03'31"W	238.12
L11	S21°34'39"W	94.63
L12	S27°27'10"W	5.00

IMPROVEMENTS SHOWN HEREON ARE PROPOSED UNLESS OTHERWISE NOTED

WilsonMiller Stantec



3200 Bailey Ln., Suite 200, Naples, Florida 34103
Phone 239-648-4040 • Fax 239-643-7170 • Web Site www.wilsonmiller.com
Certification of Accreditation No. 1, Expires 1 January 2011, C-C-000070

APPROVED:  JOHN P. MADONEY, P.S.M.#54493

INITIALS	EMP. NO.	MO.	DAY	YR.
LWT	453	01	03	12
SPW	275	01	03	12

1			
		CREW CHIEF	
			PAGE

ACTIVITY	
RESEARCH:	
FIELD WORK:	
DRAFTED:	
CHECKED BY:	
FIELD BOOK:	

	CHECKED BY	DATED

-126B- CONDO-

[illegible][illegible]

e\21559999\

IV: 2156 \active

B
JMALONEY
REVISED

112 - 19:33:55

[illegible]

LEGAL DESCRIPTION

Of part of Tract FD-1,
Vercelli, Plat Book 48, pages 11-14,
Collier County, Florida.

**Coach Homes I at Treviso Bay, a Phase Condominium
Phase 3**

All that part of Tract FD-1, according to the plat of Vercelli, Plat Book 48, pages 11-14, of the public records of Collier County, Florida, being more particularly described as follows;

Commencing at the northerlymost corner of Tract C-2, according to said plat of Vercelli;

Thence North 72°07'19" West 516.99 feet to a point on the boundary of said Tract FD-1 and the POINT OF BEGINNING;

Thence leaving said boundary South 10°47'38" East 137.88 feet to a point on the 40' access, drainage and public utility easement according to said plat of Vercelli;

Thence along said easement 122.73 feet along the arc of a non-tangential circular curve concave south having a radius of 725.00 feet through a central angle of 09°41'58" and being subtended by a chord which bears South 74°20'51" West 122.59 feet;

Thence leaving said easement North 20°29'36" West 139.54 feet to a point on said boundary;

Thence along said boundary 146.17 feet along the arc of a non-tangential circular curve concave south having a radius of 1,050.00 feet through a central angle of 07°58'34" and being subtended by a chord which bears North 74°59'51" East 146.05 feet to the POINT OF BEGINNING.

Containing 0.43 acres more or less.


Subject to easements and restrictions of record.

Bearings are based on the west line of said Tract C-2, being South 05°55'20" East.

Certificate of authorization #LB-43.

WilsonMiller, Inc.

Registered Engineers and Land Surveyors

By: 

Date January 4, 2012

John P. Maloney, Professional Surveyor and Mapper #LS4493

2D-126C

Not valid unless embossed with the Professional's seal.

LEGAL DESCRIPTION
Of part of Tract FD-1,
Vercelli, Plat Book 48, pages 11-14,
Collier County, Florida.
**Coach Homes I at Treviso Bay, a Phase Condominium
Phase 4**

All that part of Tract FD-1, according to the plat of Vercelli, Plat Book 48, pages 11-14, of the public records of Collier County, Florida, being more particularly described as follows;

Commencing at the northerlymost corner of Tract C-2, according to said plat of Vercelli;

Thence South $88^{\circ}49'15''$ West 409.18 feet to a point on the 40' access, drainage and public utility easement according to said plat of Vercelli and the POINT OF BEGINNING;

Thence leaving said easement South $06^{\circ}36'08''$ East 140.80 feet to a point on the boundary of said Tract FD-1;

Thence along said boundary 119.37 feet along the arc of a non-tangential circular curve concave south having a radius of 550.00 feet through a central angle of $12^{\circ}26'06''$ and being subtended by a chord which bears South $77^{\circ}40'40''$ West 119.13 feet;

Thence leaving said boundary North $30^{\circ}48'25''$ West 141.95 feet to a point on said easement;

Thence along said easement 178.76 feet along the arc of a non-tangential circular curve concave south having a radius of 685.00 feet through a central angle of $14^{\circ}57'09''$ and being subtended by a chord which bears North $75^{\circ}55'12''$ East 178.26 feet to the POINT OF BEGINNING.

Containing 0.48 acres more or less.

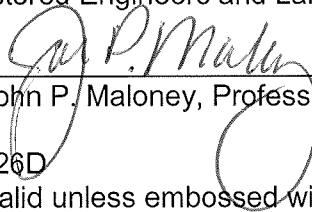
Subject to easements and restrictions of record.

Bearings are based on the west line of said Tract C-2, being South $05^{\circ}55'20''$ East.

Certificate of authorization #LB-43.

WilsonMiller, Inc.

Registered Engineers and Land Surveyors

By:  Date January 4, 2012
John P. Maloney, Professional Surveyor and Mapper #LS4493

2D-126D

Not valid unless embossed with the Professional's seal.

LEGAL DESCRIPTION
Of part of Tract FD-1,
Vercelli, Plat Book 48, pages 11-14,
Collier County, Florida.
**Coach Homes I at Treviso Bay, a Phase Condominium
Phase 5**

All that part of Tract FD-1, according to the plat of Vercelli, Plat Book 48, pages 11-14, of the public records of Collier County, Florida, being more particularly described as follows;

Commencing at the northerlymost corner of Tract C-2, according to said plat of Vercelli;

Thence North 84°02'07" West 346.31 feet to a point on the 40' access, drainage and public utility easement according to said plat of Vercelli and the POINT OF BEGINNING;

Thence along said easement 122.58 feet along the arc of a circular curve concave south having a radius of 725.00 feet through central angle of 09°41'15" and being subtended by a chord which bears South 84°02'27" West 122.44 feet;

Thence leaving said easement North 10°47'38" West 137.88 feet to a point on the boundary of said Tract FD-1;

Thence along said boundary 146.11 feet along the arc of a non-tangential circular curve concave south having a radius of 1,050.00 feet through a central angle of 07°58'23" and being subtended by a chord which bears North 82°58'20" East 146.00 feet;

Thence leaving said boundary South 01°05'55" East 140.61 feet to the POINT OF BEGINNING.

Containing 0.43 acres more or less.

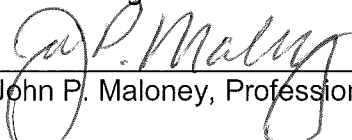
Subject to easements and restrictions of record.

Bearings are based on the west line of said Tract C-2, being South 05°55'20" East.

Certificate of authorization #LB-43.

WilsonMiller, Inc.

Registered Engineers and Land Surveyors

By:  Date January 4, 2012
John P. Maloney, Professional Surveyor and Mapper #LS4493

2D-126E

Not valid unless embossed with the Professional's seal.

LEGAL DESCRIPTION
Of part of Tract FD-1,
Vercelli, Plat Book 48, pages 11-14,
Collier County, Florida.
**Coach Homes I at Treviso Bay, a Phase Condominium
Phase 6**

All that part of Tract FD-1, according to the plat of Vercelli, Plat Book 48, pages 11-14, of the public records of Collier County, Florida, being more particularly described as follows;

Commencing at the northerlymost corner of Tract C-2, according to said plat of Vercelli;

Thence South 88°22'35" West 261.07 feet to a point on the 40' access, drainage and public utility easement according to said plat of Vercelli and the POINT OF BEGINNING;

Thence leaving said easement South 04°07'57" West 164.97 feet to a point on the boundary of said Tract FD-1;

Thence along said boundary in the following three (3) described courses:

1. 12.51 feet along the arc of a non-tangential circular curve concave northeast having a radius of 156.64 feet through a central angle of 04°34'30" and being subtended by a chord which bears North 52°28'28" West 12.50 feet to a point of reverse curvature;
2. Thence 50.75 feet along the arc of a circular curve concave south having a radius of 83.97 feet through a central angle of 34°37'51" and being subtended by a chord which bears North 67°30'08" West 49.98 feet;
3. Thence 64.08 feet along the arc of a non-tangential circular curve concave south having a radius of 550.00 feet through a central angle of 06°40'30" and being subtended by a chord which bears South 87°13'58" West 64.04 feet;

Thence leaving said boundary North 06°36'08" West 140.80 feet to a point on said easement;

Thence along said easement 148.43 feet along the arc of a non-tangential circular curve concave south having a radius of 685.00 feet through a central angle of 12°24'55" and being subtended by a chord which bears North 89°36'14" East 148.14 feet to the POINT OF BEGINNING.

Containing 0.45 acres more or less.

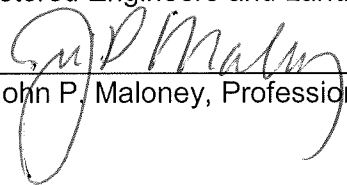
Subject to easements and restrictions of record.

Bearings are based on the west line of said Tract C-2, being South 05°55'20" East.

Certificate of authorization #LB-43.

WilsonMiller, Inc.

Registered Engineers and Land Surveyors

By:  Date January 4, 2012
John P. Maloney, Professional Surveyor and Mapper #LS4493

GENERAL NOTES:

ALL MEASUREMENTS ARE BASED ON THE WEST LINE OF TRACT C-2, OF SAID PLAT OF
WELLERLY BEING SOUTH 09°52'27" EAST.
UNLESS OTHERWISE SPECIFIED, ALL MEASURED BEARINGS AND
DISTANCES COME FROM A COMMON POINT IN THE CENTER OF THE
SECTION. DIMENSIONS ARE IN FEET "AND DECIMALS THEREOF."
DIMENSIONS ALONG CURVES ARE: Δ = DELTA, L = ARC LENGTH,
R = RADIUS, T = TANGENT, R = RADIUS,
C = CHORD BEHIND, I = POINT OF BEGINNING
P.O.B., P.O.C. = POINT OF COMMENCEMENT
P.O.E. = POINT OF ENDING, D.R.E. = DRAINAGE EASEMENT, P.U.E. = PUBLIC UTILITY EASEMENT,
C.C.U.E. = COLLIER COUNTY UTILITY EASEMENT
B.L. = BOUNDARY LINE, L.S.P.A.E. = LANDSCAPE BUFFER EASEMENT
L.S.P.A.E. = LANDSCAPE BUFFER EASEMENT
A.S.I.-P.A.E. = LEFT AREA STORMWATER IMPROVEMENT PLAN ACCESS EASEMENT
L.E. = LEFT AREA STORMWATER IMPROVEMENT PLAN DRAINAGE EASEMENT
R.D. = RIGHT DRIVEWAY LIMITED COMMON ELEMENT
ARE ATTACHED FOR LEGAL DESCRIPTION.



2D-126A	SHEET 1	OVERALL PLOT PLAN
2D-126A	SHEET 2	BOUNDARY SURVEY AND PLOT PLAN PHASE 1
2D-126A	SHEET 3	UNIT BOUNDARY PLANS AND SCHEMATIC PHASE 1
2D-126A	SHEET 4	FLOOR PLANS PHASE 1

ACTIVITY	RESEARCH	FIELD WORK/CON	SWAYED	CHOCED BY	NO/DATE/RY	SWAYED BY	CHOCED BY	FIELD WORK/PA
11. 2012 - 18:40:28	MALONE/2158	section 2158/9998	Yves/NO	DOB/2158-12-19	CON/NO	DOB/2158-12-19	CON/NO	DOB/2158-12-19

Wilson Miller  **Stantec**
3520 Bailey Ln., Suite 200, Naples, Florida 34105
Phone 239-649-4040 • Fax 239-649-4710 • Web site www.wilsonmiller.com
Certificate of Authorization #0 - Florida, License #LC-C000070

PROPOSED UNLESS OTHERWISE NOTED

ESCRPTION:	OVERALL PLOT PLAN,
COACH HOMES I AT TREVISO BAY, A PHASE CONDOMINIUM, PHASE 6 OF PART OF TRACT FD-1, VERCELLI, PLAT BOOK 48, PAGES 11-14, COLLIER COUNTY, FLORIDA	

DATE		55.00		92.32		61.27		524.38487		81.05	
01/72											
01/72											
1"=60'											

CURVE DATA										GRADE BEARING CHORD DISTANCE			
STATION	BEARING	ANGLE	DEGREES	MINUTES	SECONDS	CHORD	BEARING	ANGLE	DEGREES	MINUTES	SECONDS	CHORD	BEARING
C0	90°00'00"	0	0	0	0	0.00	90°00'00"	0	0	0	0	0.00	90°00'00"
C1	89°59'59"	1	59	59	59	0.00	89°59'59"	1	59	59	59	0.00	89°59'59"
C2	89°59'58"	2	58	58	58	0.00	89°59'58"	2	58	58	58	0.00	89°59'58"
C3	89°59'56"	3	56	56	56	0.00	89°59'56"	3	56	56	56	0.00	89°59'56"
C4	89°59'53"	4	53	53	53	0.00	89°59'53"	4	53	53	53	0.00	89°59'53"
C5	89°59'49"	5	49	49	49	0.00	89°59'49"	5	49	49	49	0.00	89°59'49"
C6	89°59'44"	6	44	44	44	0.00	89°59'44"	6	44	44	44	0.00	89°59'44"
C7	89°59'38"	7	38	38	38	0.00	89°59'38"	7	38	38	38	0.00	89°59'38"
C8	89°59'31"	8	31	31	31	0.00	89°59'31"	8	31	31	31	0.00	89°59'31"
C9	89°59'23"	9	23	23	23	0.00	89°59'23"	9	23	23	23	0.00	89°59'23"
C10	89°59'14"	10	14	14	14	0.00	89°59'14"	10	14	14	14	0.00	89°59'14"
C11	89°59'04"	11	04	04	04	0.00	89°59'04"	11	04	04	04	0.00	89°59'04"
C12	89°58'53"	12	53	53	53	0.00	89°58'53"	12	53	53	53	0.00	89°58'53"
C13	89°58'41"	13	41	41	41	0.00	89°58'41"	13	41	41	41	0.00	89°58'41"
C14	89°58'28"	14	28	28	28	0.00	89°58'28"	14	28	28	28	0.00	89°58'28"
C15	89°58'14"	15	14	14	14	0.00	89°58'14"	15	14	14	14	0.00	89°58'14"
C16	89°58'00"	16	00	00	00	0.00	89°58'00"	16	00	00	00	0.00	89°58'00"
C17	89°57'45"	17	45	45	45	0.00	89°57'45"	17	45	45	45	0.00	89°57'45"
C18	89°57'29"	18	29	29	29	0.00	89°57'29"	18	29	29	29	0.00	89°57'29"
C19	89°57'12"	19	12	12	12	0.00	89°57'12"	19	12	12	12	0.00	89°57'12"
C20	89°56'54"	20	54	54	54	0.00	89°56'54"	20	54	54	54	0.00	89°56'54"
C21	89°56'35"	21	35	35	35	0.00	89°56'35"	21	35	35	35	0.00	89°56'35"
C22	89°56'15"	22	15	15	15	0.00	89°56'15"	22	15	15	15	0.00	89°56'15"
C23	89°55'54"	23	54	54	54	0.00	89°55'54"	23	54	54	54	0.00	89°55'54"
C24	89°55'32"	24	32	32	32	0.00	89°55'32"	24	32	32	32	0.00	89°55'32"
C25	89°55'09"	25	09	09	09	0.00	89°55'09"	25	09	09	09	0.00	89°55'09"
C26	89°54'45"	26	45	45	45	0.00	89°54'45"	26	45	45	45	0.00	89°54'45"
C27	89°54'20"	27	20	20	20	0.00	89°54'20"	27	20	20	20	0.00	89°54'20"
C28	89°53'54"	28	54	54	54	0.00	89°53'54"	28	54	54	54	0.00	89°53'54"
C29	89°53'27"	29	27	27	27	0.00	89°53'27"	29	27	27	27	0.00	89°53'27"
C30	89°53'00"	30	00	00	00	0.00	89°53'00"						

LINE	BEARING	DISTANCE
L1	N56°59'00"W	64.95
L2	S65°41'10"E	70.44
L3	S13°06'45"W	28.94
L4	S05°55'20"E	14.45
L5	S1°16'43"E	15.33
L6	S02°10'16"E	41.95
L7	S16°33'37"W	93.78
L8	S59°50'45"W	48.28
L9	S87°58'47"E	31.79
L10	S55°03'55"E	238.12
L11	S21°34'37"W	94.63
L12	N27°33'20"W	5.00

LEGAL DESCRIPTION
Of part of Tract FD-1,
Vercelli, Plat Book 48, pages 11-14,
Collier County, Florida.
**Coach Homes I at Treviso Bay, a Phase Condominium
Phase 7**

All that part of Tract FD-1, according to the plat of Vercelli, Plat Book 48, pages 11-14, of the public records of Collier County, Florida, being more particularly described as follows;

Commencing at the northerlymost corner of Tract C-2, according to said plat of Vercelli;

Thence North 83°09'43" West 196.40 feet to a point on the 40' access, drainage and public utility easement according to said plat of Vercelli and the POINT OF BEGINNING;

Thence along said easement 150.23 feet along the arc of a circular curve concave south having a radius of 725.00 feet through central angle of 11°52'20" and being subtended by a chord which bears North 85°10'45" West 149.96 feet;

Thence leaving said easement North 01°05'55" West 140.61 feet to a point on the boundary of said Tract FD-1;

Thence along said boundary 133.71 feet along the arc of a non-tangential circular curve concave south having a radius of 1,050.00 feet through a central angle of 07°17'47" and being subtended by a chord which bears South 89°23'35" East 133.62 feet;

Thence leaving said boundary South 06°57'10" East 152.90 feet to the POINT OF BEGINNING.

Containing 0.47 acres more or less.

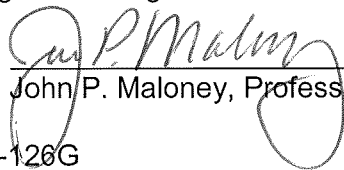
Subject to easements and restrictions of record.

Bearings are based on the west line of said Tract C-2, being South 05°55'20" East.

Certificate of authorization #LB-43.

WilsonMiller, Inc.

Registered Engineers and Land Surveyors

By: 

Date January 4, 2012

John P. Maloney, Professional Surveyor and Mapper #LS4493

2D-126G

Not valid unless embossed with the Professional's seal.

LEGAL DESCRIPTION
Of part of Tract FD-1,
Vercelli, Plat Book 48, pages 11-14,
Collier County, Florida.
Coach Homes I at Treviso Bay, a Phase Condominium
Phase 8

All that part of Tract FD-1, according to the plat of Vercelli, Plat Book 48, pages 11-14, of the public records of Collier County, Florida, being more particularly described as follows;

Commencing at the northerlymost corner of Tract C-2, according to said plat of Vercelli;

Thence South 64°31'01" West 133.58 feet to a point on the 40' access, drainage and public utility easement according to said plat of Vercelli and the POINT OF BEGINNING;

Thence leaving said easement South 02°34'54" West 155.08 feet to a point on the boundary of said Tract FD-1;

Thence along said boundary in the following two (2) described courses:

1. 111.95 feet along the arc of a non-tangential circular curve concave north having a radius of 348.14 feet through a central angle of 18°25'26" and being subtended by a chord which bears North 78°51'54" West 111.47 feet to a point of compound curve;
2. Thence 40.71 feet along the arc of a circular curve concave northeast having a radius of 156.64 feet through a central angle of 14°53'29" and being subtended by a chord which bears North 62°12'27" West 40.60 feet;

Thence leaving said boundary North 04°07'57" East 164.97 feet to a point on said easement;

Thence along said easement in the following three (3) described courses:

1. 84.56 feet along the arc of a non-tangential circular curve concave south having a radius of 685.00 feet through a central angle of 07°04'22" and being subtended by a chord which bears South 80°39'08" East 84.50 feet to a point of compound curve;
2. Thence 56.50 feet along the arc of a circular curve concave southwest having a radius of 92.00 feet through a central angle of 35°11'03" and being subtended by a chord which bears South 59°31'26" East 55.61 feet to a point of reverse curvature;
3. Thence 12.21 feet along the arc of a circular curve concave northeast having a radius of 57.00 feet through a central angle of 12°16'27" and being subtended by a chord which bears South 48°04'07" East 12.19 feet to the POINT OF BEGINNING.

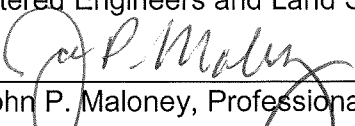
Containing 0.59 acres more or less.

Subject to easements and restrictions of record.

Bearings are based on the west line of said Tract C-2, being South 05°55'20" East.

Certificate of authorization #LB-43.

WilsonMiller, Inc.
Registered Engineers and Land Surveyors

By:  Date January 4, 2012
John P. Maloney, Professional Surveyor and Mapper #LS4493

2D-126H

Not valid unless embossed with the Professional's seal.

**COACH HOMES I AT TREVISO BAY,
A PHASE CONDOMINIUM, PHASE 8**

GENERAL NOTES:

BEARINGS ARE BASED ON THE WEST LINE OF TRACT C-2, OF SAID PLAT OF VORRELL, BEING SOUTH 07°35'20" EAST.

UNLESS A COMPARISON IS MADE, MEASURED BEARINGS AND DISTANCES ARE IN FEET - AND DECIMALS - THEREOF.

DIMENSIONS ALONG CURVES ARE Δ , Δ = DELTA, L = ARC LENGTH, R = CURVE DISTANCE, T = TANGENT, R = RADIUS, $P.C.$ = POINT OF COMMENCEMENT

P.O.B. = POINT OF BEGINNING

P.O.C. = POINT OF CURVATURE

P.D. = DRAINAGE EASEMENT, Δ = ACCESS EASEMENT, Δ = DRAINAGE EASEMENT, Δ = PUBLIC UTILITY EASEMENT, Δ = COLLIER COUNTY UTILITY EASEMENT

P.B.E. = PLANT BUFFER EASEMENT

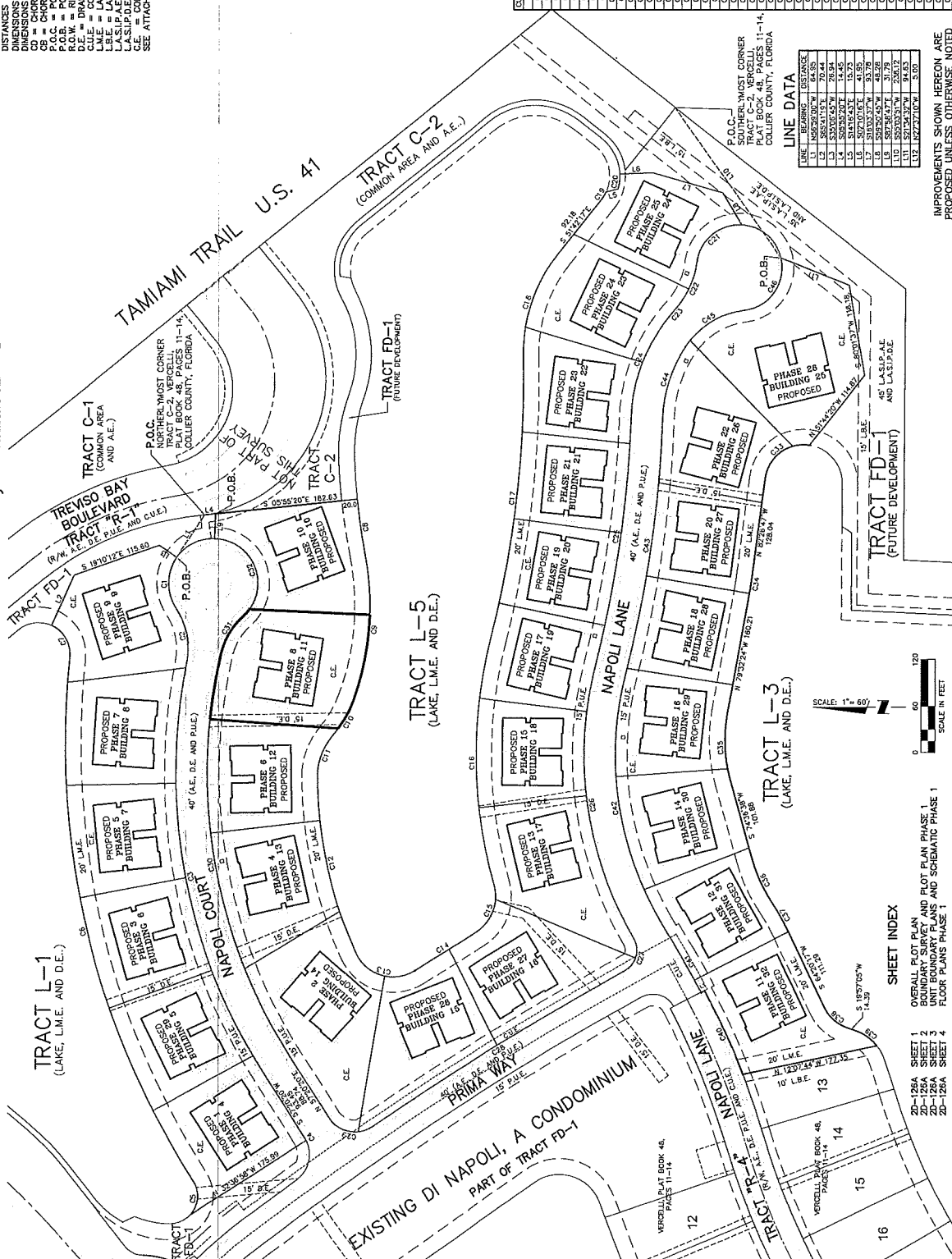
L.B.E. = LANDSCAPE BUFFER EASEMENT

L.A.S.I.P.A.E. = LANE AREA STORMWATER IMPROVEMENT PLAN ACCESS EASEMENT

L.A.S.I.P.D.W.A.E. = LANE AREA STORMWATER IMPROVEMENT PLAN DRAINAGE EASEMENT

L.A.S.I.P.D.E.M.A.E. = LANE AREA STORMWATER IMPROVEMENT PLAN COMMON ELEMENT ACCESS EASEMENT

SEE ATTACHED FOR LEGAL DESCRIPTION



CURVE	CURVE ID	RADIUS	CURVE DATA (MILES)									
			CH	CH	CH	CH	CH	CH	CH	CH	CH	CH
C01	CH01A-1	97.00	18.72	32.61	57829.217M	54.63						
C02	CH02A-1	97.00	68.72	35.34	57829.217M	70.78						
C03	CH03A-1	97.00	128.00	38.05	57829.217M	130.00						
C04	CH04A-1	97.00	187.28	40.76	57829.217M	189.28						
C05	CH05A-1	97.00	246.56	43.47	57829.217M	248.56						
C06	CH06A-1	1050.00	726.05	36.57	57829.217M	728.05						
C07	CH07A-1	1050.00	785.33	39.28	57829.217M	787.33						
C08	CH08A-1	1050.00	844.61	41.99	57829.217M	846.61						
C09	CH09A-1	1050.00	903.89	44.70	57829.217M	905.89						
C10	CH10A-1	1050.00	963.17	47.41	57829.217M	965.17						
C11	CH11A-1	1050.00	1022.45	50.12	57829.217M	1024.45						
C12	CH12A-1	1050.00	1081.73	52.83	57829.217M	1083.73						
C13	CH13A-1	1050.00	1141.01	55.54	57829.217M	1143.01						
C14	CH14A-1	1050.00	1200.29	58.25	57829.217M	1202.29						
C15	CH15A-1	1050.00	1259.57	60.96	57829.217M	1261.57						
C16	CH16A-1	1050.00	1318.85	63.67	57829.217M	1320.85						
C17	CH17A-1	1050.00	1378.13	66.38	57829.217M	1380.13						
C18	CH18A-1	1050.00	1437.41	69.09	57829.217M	1439.41						
C19	CH19A-1	1050.00	1496.69	71.80	57829.217M	1498.69						
C20	CH20A-1	1050.00	1555.97	74.51	57829.217M	1557.97						
C21	CH21A-1	1050.00	1615.25	77.22	57829.217M	1617.25						
C22	CH22A-1	1050.00	1674.53	79.93	57829.217M	1676.53						
C23	CH23A-1	1050.00	1733.81	82.64	57829.217M	1735.81						
C24	CH24A-1	1050.00	1793.09	85.35	57829.217M	1795.09						
C25	CH25A-1	1050.00	1852.37	88.06	57829.217M	1854.37						
C26	CH26A-1	1050.00	1911.65	90.77	57829.217M	1913.65						
C27	CH27A-1	1050.00	1970.93	93.48	57829.217M	1972.93						
C28	CH28A-1	1050.00	2030.21	96.19	57829.217M	2032.21						
C29	CH29A-1	1050.00	2089.49	98.90	57829.217M	2091.49						
C30	CH30A-1	1050.00	2148.77	101.61	57829.217M	2150.77						
C31	CH31A-1	1050.00	2208.05	104.32	57829.217M	2210.05						
C32	CH32A-1	1050.00	2267.33	107.03	57829.217M	2269.33						
C33	CH33A-1	1050.00	2326.61	109.74	57829.217M	2328.61						
C34	CH34A-1	1050.00	2385.89	112.45	57829.217M	2387.89						
C35	CH35A-1	1050.00	2445.17	115.16	57829.217M	2447.17						
C36	CH36A-1	1050.00	2504.45	117.87	57829.217M	2506.45						
C37	CH37A-1	1050.00	2563.73	120.58	57829.217M	2565.73						
C38	CH38A-1	1050.00	2623.01	123.29	57829.217M	2625.01						
C39	CH39A-1	1050.00	2									

LINE	BEARING	DISTANCE
L1	N45°29'30"W	64.95
L2	S72°11'19"E	70.44
L3	S85°41'19"E	70.44
L4	S13°05'45"W	20.94
L5	S13°05'45"W	14.45
L6	S1°16'43"E	15.23
L7	S10°17'16"E	41.95
L8	S16°03'37"W	93.78
L9	S59°50'45"W	48.28
L10	S87°58'47"E	31.79
L11	S55°03'51"W	236.12
L12	S21°34'32"W	94.63
L13	N27°37'10"W	5.00

IMPROVEMENTS SHOWN HEREON ARE
PROPOSED UNLESS OTHERWISE NOTED

										WilsomMiller Stantec 3200 Baker Ln, Suite 200, Naples, Florida 34103 Phone 239-440-5400 • Fax 239-440-5790 • WebSite www.wmstantec.com Certificate of Accreditation No. 170444 - LSC-000080										DESCRIPTION: OVERALL PLOT PLAN: COACH HOMES 1 AT TREMISO BAY, A PHASE CONDOMINIUM, PHASE 8 OF PART OF TRACT PD-1, VERTICALLY PLAT BOOK 465 PAGES 11-14, COLLIER COUNTY, FLORIDA										CLIENT: LENNAR HOMES, LLC																													
																				DATE: 5/1/23 SCALE: 1"=40' DESIGN REFERENCE FILE NO. 1										DATE: 5/1/23 SCALE: 1"=40' DESIGN REFERENCE FILE NO. 1																													
INITIALS										DEP. NO.										DAY										IN.										APPROVED: <i>John P. McNett</i> REGISTERED PROFESSIONAL ENGINEER STATE OF FLORIDA LICENSE NO. 12534 (24403)																			
ACTIVITIES										RECORDING										FIELD WORK ONLY										DRAFTED										CHECKED BY										DESIGNED BY									
1/1/23										1/1/23										1/1/23										1/1/23										1/1/23										1/1/23									

LEGAL DESCRIPTION
Of part of Tract FD-1,
Vercelli, Plat Book 48, pages 11-14,
Collier County, Florida.
Coach Homes I at Treviso Bay, a Phase Condominium
Phase 9

All that part of Tract FD-1, according to the plat of Vercelli, Plat Book 48, pages 11-14, of the public records of Collier County, Florida, being more particularly described as follows;

Commencing at the northerlymost corner of Tract C-2, according to said plat of Vercelli;

Thence North 56°59'00" West 64.95 feet to a point on the 40' access, drainage and public utility easement according to said plat of Vercelli and the POINT OF BEGINNING;

Thence along said easement in the following three (3) described courses:

1. 68.72 feet along the arc of a circular curve concave south having a radius of 57.00 feet through central angle of 69°04'43" and being subtended by a chord which bears North 89°25'36" West 64.63 feet to a point of reverse curvature;
2. Thence 72.65 feet along the arc of a circular curve concave north having a radius of 92.00 feet through a central angle of 45°14'51" and being subtended by a chord which bears South 78°39'28" West 70.78 feet to a point of reverse curvature;
3. Thence 6.64 feet along the arc of a circular curve concave south having a radius of 725.00 feet through a central angle of 00°31'29" and being subtended by a chord which bears North 78°58'51" West 6.64 feet;

Thence leaving said easement North 06°57'10" West 152.90 feet to a point on the boundary of said Tract FD-1;

Thence along said boundary in the following two (2) described courses:

1. 31.89 feet along the arc of a non-tangential circular curve concave south having a radius of 1,050.00 feet through a central angle of 01°44'25" and being subtended by a chord which bears South 84°52'30" East 31.89 feet to a point of reverse curvature;
2. Thence 50.04 feet along the arc of a circular curve concave northwest having a radius of 40.00 feet through a central angle of 71°41'02" and being subtended by a chord which bears North 60°09'12" East 46.84 feet;

Thence leaving said boundary South 65°41'19" East 70.44 feet;

Thence South 19°10'12" East 115.60 feet;

Thence South 35°06'45" West 26.94 feet to the POINT OF BEGINNING.

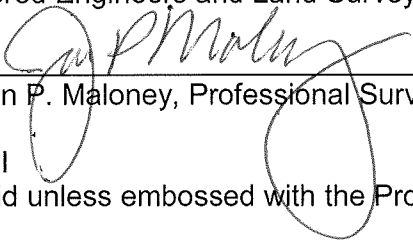
Containing 0.49 acres more or less.

Subject to easements and restrictions of record.

Bearings are based on the west line of said Tract C-2, being South 05°55'20" East.

Certificate of authorization #LB-43.

WilsonMiller, Inc.
Registered Engineers and Land Surveyors

By:  Date January 4, 2012
John P. Maloney, Professional Surveyor and Mapper #LS4493

2D-126I

Not valid unless embossed with the Professional's seal.

LEGAL DESCRIPTION
Of part of Tract FD-1,
Vercelli, Plat Book 48, pages 11-14,
Collier County, Florida.
Coach Homes I at Treviso Bay, a Phase Condominium
Phase 10

All that part of Tract FD-1, according to the plat of Vercelli, Plat Book 48, pages 11-14, of the public records of Collier County, Florida, being more particularly described as follows;

Commencing at the northerlymost corner of Tract C-2, according to said plat of Vercelli;

Thence South 05°55'20" East 14.45 feet to the POINT OF BEGINNING;

Thence continue along said line South 05°55'20" East 182.63 feet to a point on the boundary of said Tract FD-1;

Thence along said boundary in the following two (2) described courses:

1. 72.03 feet along the arc of a non-tangential circular curve concave south having a radius of 853.72 feet through a central angle of 04°50'03" and being subtended by a chord which bears South 81°39'38" West 72.01 feet to a point of reverse curvature;
2. Thence 77.04 feet along the arc of a circular curve concave north having a radius of 348.14 feet through a central angle of 12°40'46" and being subtended by a chord which bears South 85°35'00" West 76.89 feet;

Thence leaving said boundary North 02°34'54" East 155.08 feet to a point on the 40' access, drainage and public utility easement according to said plat of Vercelli;

Thence along said easement 123.14 feet along the arc of a non-tangential circular curve concave northwest having a radius of 57.00 feet through a central angle of 123°46'27" and being subtended by a chord which bears North 63°54'26" East 100.55 feet;

Thence leaving said easement South 87°58'47" East 31.79 feet to the POINT OF BEGINNING.

Containing 0.50 acres more or less.

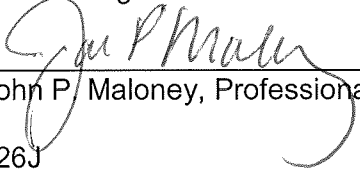
Subject to easements and restrictions of record.

Bearings are based on the west line of said Tract C-2, being South 05°55'20" East.

Certificate of authorization #LB-43.

WilsonMiller, Inc.

Registered Engineers and Land Surveyors

By:  Date January 4, 2012
John P. Maloney, Professional Surveyor and Mapper #LS4493

2D-126J

Not valid unless embossed with the Professional's seal.

LEGAL DESCRIPTION
Of part of Tract FD-1,
Vercelli, Plat Book 48, pages 11-14,
Collier County, Florida.
**Coach Homes I at Treviso Bay, a Phase Condominium
Phase 11**

All that part of Tract FD-1, according to the plat of Vercelli, Plat Book 48, pages 11-14, of the public records of Collier County, Florida, being more particularly described as follows;

Commencing at the southerlymost corner of Tract C-2, according to said plat of Vercelli;

Thence South 82°08'07" West 1,069.44 feet to a point on the boundary of said Tract FD-1 and the POINT OF BEGINNING;

Thence along said boundary in the following four (4) described courses:

1. South 64°20'17" West 108.82 feet;
2. Thence 38.73 feet along the arc of a circular curve concave southeast having a radius of 50.00 feet through a central angle of 44°23'12" and being subtended by a chord which bears South 42°08'41" West 37.77 feet;
3. Thence South 19°57'05" West 14.39 feet;
4. Thence 32.94 feet along the arc of a circular curve concave northwest having a radius of 60.00 feet through a central angle of 31°27'06" and being subtended by a chord which bears South 35°40'38" West 32.52 feet;

Thence leaving said boundary North 12°07'44" West 177.35 feet to a point on the 40' access, drainage and public utility easement according to said plat of Vercelli;

Thence along said easement in the following three (3) described courses:

1. 119.82 feet along the arc of a non-tangential circular curve concave northwest having a radius of 1,025.00 feet through a central angle of 06°41'51" and being subtended by a chord which bears North 65°43'46" East 119.75 feet;
2. Thence North 27°37'10" West 5.00 feet;
3. Thence 18.00 feet along the arc of a non-tangential circular curve concave northwest having a radius of 1,020.00 feet through a central angle of 01°00'40" and being subtended by a chord which bears North 61°52'30" East 18.00 feet;

Thence leaving said easement South 27°10'45" East 135.41 feet to the POINT OF BEGINNING.

Containing 0.49 acres more or less.

Subject to easements and restrictions of record.

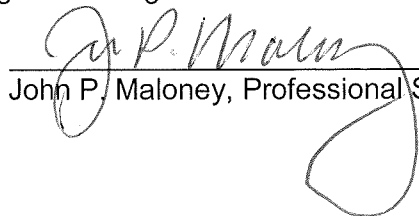
Bearings are based on the west line of said Tract C-2, being South 05°55'20" East.

Certificate of authorization #LB-43.

WilsonMiller, Inc.

Registered Engineers and Land Surveyors

By:

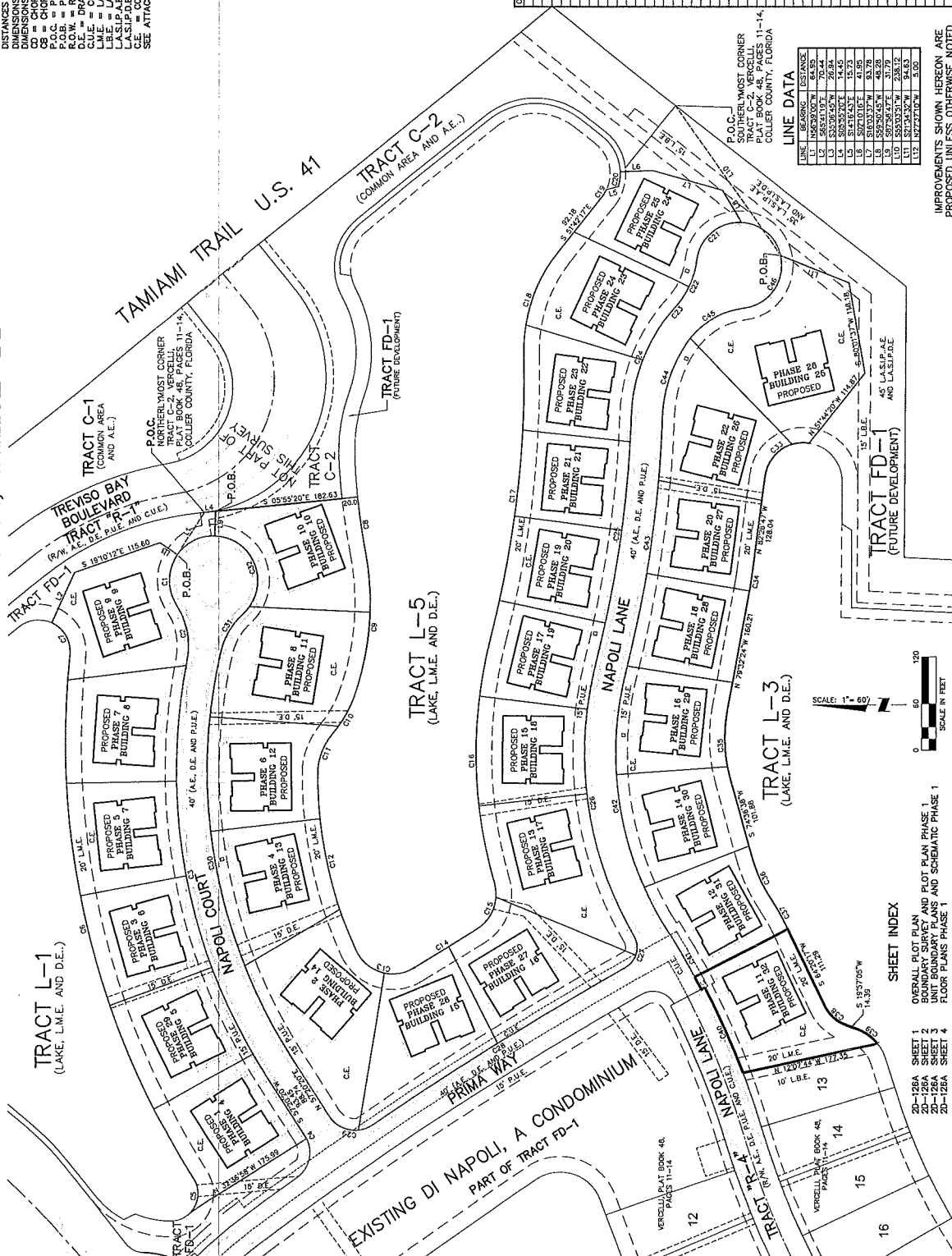


John P. Maloney, Professional Surveyor and Mapper #LS4493

Date January 4, 2012

**COACH HOMES I AT TREVISO BAY,
A PHASE CONDOMINIUM, PHASE 11**

GENERAL NOTES:

[illegible][illegible]

LINE	BEARING	DISTANCE
L1	N46°39'00"W	64.95
L2	S65°41'19"E	70.44
L3	S33°06'45"E	26.84
L4	S05°55'20"E	14.45
L5	S14°16'43"E	15.73
L6	S02°01'16"E	41.95
L7	S16°03'37"E	93.78
L8	S59°30'45"W	48.28
L9	S87°58'47"E	31.79
L10	S55°03'51"W	238.12
L11	S21°34'32"W	94.63
L12	N27°31'10"W	5.00

IMPROVEMENTS SHOWN HEREON ARE PROPOSED UNLESS OTHERWISE NOTED

[illegible]

LEGAL DESCRIPTION
Of part of Tract FD-1,
Vercelli, Plat Book 48, pages 11-14,
Collier County, Florida.
**Coach Homes I at Treviso Bay, a Phase Condominium
Phase 12**

All that part of Tract FD-1, according to the plat of Vercelli, Plat Book 48, pages 11-14, of the public records of Collier County, Florida, being more particularly described as follows;

Commencing at the southerlymost corner of Tract C-2, according to said plat of Vercelli;

Thence South 84°16'56" West 957.73 feet to a point on the boundary of said Tract FD-1 and the POINT OF BEGINNING;

Thence along said boundary in the following four (4) described courses:

1. South 74°36'38" West 12.05 feet;
2. Thence 66.18 feet along the arc of a circular curve concave southeast having a radius of 200.00 feet through a central angle of 18°57'38" and being subtended by a chord which bears South 65°07'49" West 65.88 feet to a point of reverse curvature;
3. Thence 37.91 feet along the arc of a circular curve concave northwest having a radius of 250.00 feet through a central angle of 08°41'17" and being subtended by a chord which bears South 59°59'39" West 37.87 feet;
4. Thence South 64°20'17" West 2.48 feet;

Thence leaving said boundary North 27°10'45" West 135.41 feet to a point on the 40' access, drainage and public utility easement according to said plat of Vercelli;

Thence along said easement in the following two (2) described courses:

1. 69.37 feet along the arc of a non-tangential circular curve concave northwest having a radius of 1,020.00 feet through a central angle of 03°53'48" and being subtended by a chord which bears North 59°25'15" East 69.36 feet to a point of reverse curvature;
2. Thence 62.90 feet along the arc of a circular curve concave southeast having a radius of 425.00 feet through a central angle of 08°28'48" and being subtended by a chord which bears North 61°42'45" East 62.84 feet;

Thence leaving said easement South 21°34'16" East 144.74 feet to the POINT OF BEGINNING.

Containing 0.40 acres more or less.

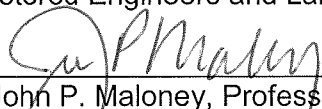
Subject to easements and restrictions of record.

Bearings are based on the west line of said Tract C-2, being South 05°55'20" East.

Certificate of authorization #LB-43.

WilsonMiller, Inc.

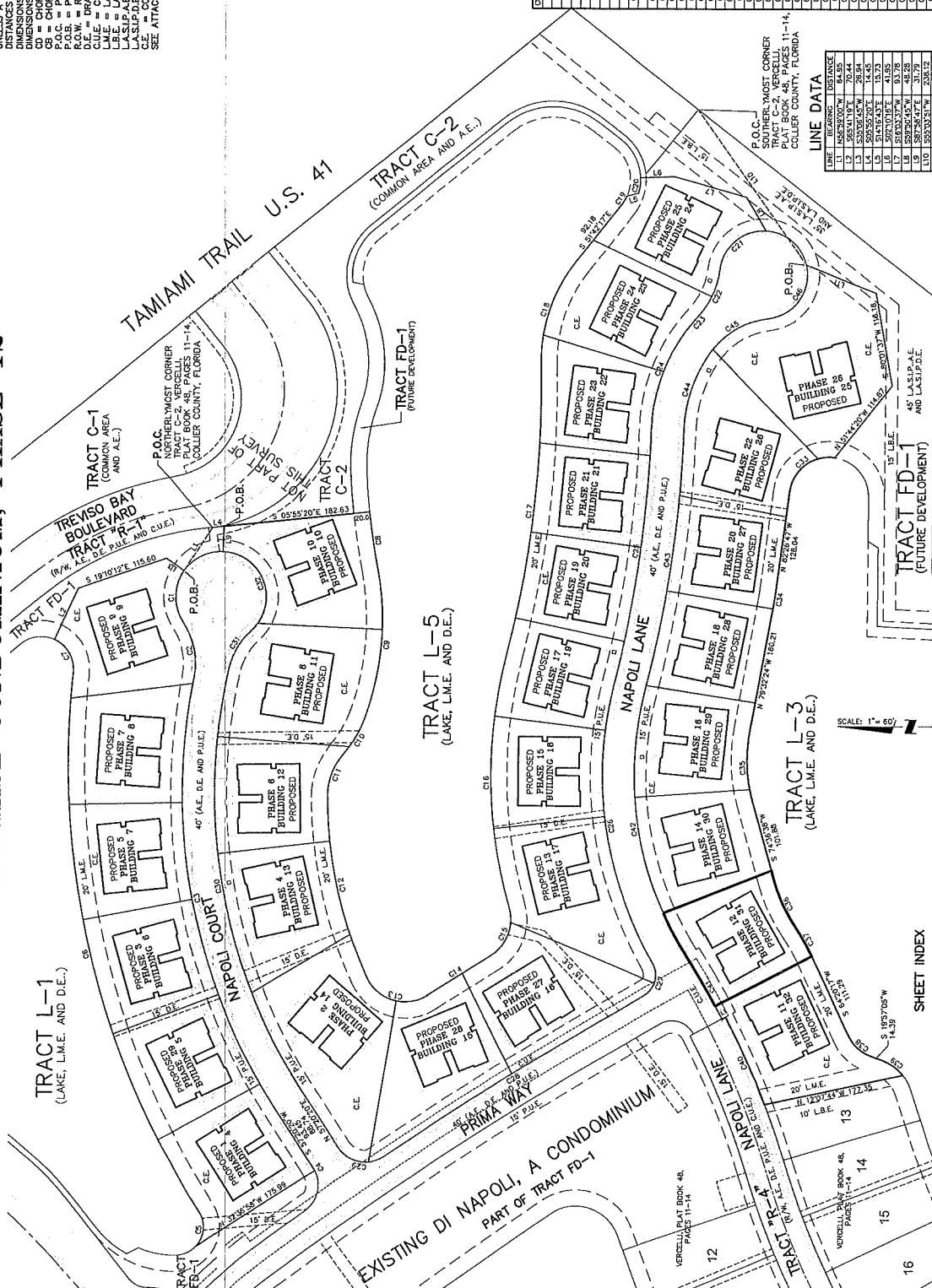
Registered Engineers and Land Surveyors

By:  Date January 4, 2012
John P. Maloney, Professional Surveyor and Mapper #LS4493

**COACH HOMES I AT TREVISO BAY,
A PHASE CONDOMINIUM, PHASE 12**

GENERAL NOTES:

BEARINGS ARE BASED ON THE WEST LINE OF TRACT C-2, OF SAID PLAT OF VAREILLE, BEING SOUTH OF 95°32'20" EAST.
ALL MEASUREMENTS AND COMPASSION IS MADE AS MEASURED BEARINGS AND DISTANCES.
ALL DIMENSIONS ARE IN FEET AND DECIMALS. THEREOF
DIMENSIONS ALONG CURVES ARE: Δ = DELTA, Δ = ARC LENGTH,
R = RADIUS, T = TANGENT, R = RADIUS,
P.O.C. = POINT OF COMMENCEMENT
P.O.B. = POINT OF BEGINNING
P.T. = POINT OF TANGENCY
D.E. = DRAINAGE EASEMENT, P.U.E. = PUBLIC UTILITY EASEMENT,
C.U.E. = COLLIER COUNTY UTILITY EASEMENT
L.B.E. = LATERAL EASEMENT
L.B.U.E. = LATERAL UTILITY EASEMENT
L.B.U.P.E. = LATERAL UTILITY PUBLIC EASEMENT
L.S.P.E. = LATERAL STORMWATER IMPROVEMENT PLAN ACCESS EASEMENT
L.S.W.P.E. = LATERAL STORMWATER IMPROVEMENT PLAN DRAINAGE EASEMENT
C.O.E. = COMMON LEGAL EASEMENT
C.O.E.D. = COMMON LEGAL EASEMENT DESCRIPTION
SEE ATTACHED LEGAL DESCRIPTION

CURVE DATA

QUARTZ	DELTA	WIDTH	LENGTH	DEPTH	ORIGIN	DEPTH
C1	8994.43	51.65	68.72	39.23	8892.50.37.7	64.43
C2	8994.33	51.65	72.65	40.00	8892.50.37.7	76.76
C3	8994.33	51.65	72.65	40.00	8892.50.37.7	76.76
C4	8994.33	51.65	72.65	40.00	8892.50.37.7	76.76
C5	8994.33	51.65	72.65	40.00	8892.50.37.7	76.76
C6	8994.33	51.65	72.65	40.00	8892.50.37.7	76.76
C7	8994.33	51.65	72.65	40.00	8892.50.37.7	76.76
C8	8994.33	51.65	72.65	40.00	8892.50.37.7	76.76
C9	8994.33	51.65	72.65	40.00	8892.50.37.7	76.76
C10	8994.33	51.65	72.65	40.00	8892.50.37.7	76.76
C11	8994.33	51.65	72.65	40.00	8892.50.37.7	76.76
C12	8994.33	51.65	72.65	40.00	8892.50.37.7	76.76
C13	8994.33	51.65	72.65	40.00	8892.50.37.7	76.76
C14	8994.33	51.65	72.65	40.00	8892.50.37.7	76.76
C15	8994.33	51.65	72.65	40.00	8892.50.37.7	76.76
C16	8994.33	51.65	72.65	40.00	8892.50.37.7	76.76
C17	8994.33	51.65	72.65	40.00	8892.50.37.7	76.76
C18	8994.33	51.65	72.65	40.00	8892.50.37.7	76.76
C19	8994.33	51.65	72.65	40.00	8892.50.37.7	76.76
C20	8994.33	51.65	72.65	40.00	8892.50.37.7	76.76
C21	8994.33	51.65	72.65	40.00	8892.50.37.7	76.76
C22	8994.33	51.65	72.65	40.00	8892.50.37.7	76.76
C23	8994.33	51.65	72.65	40.00	8892.50.37.7	76.76
C24	8994.33	51.65	72.65	40.00	8892.50.37.7	76.76
C25	8994.33	51.65	72.65	40.00	8892.50.37.7	76.76
C26	8994.33	51.65	72.65	40.00	8892.50.37.7	76.76
C27	8994.33	51.65	72.65	40.00	8892.50.37.7	76.76
C28	8994.33	51.65	72.65	40.00	8892.50.37.7	76.76
C29	8994.33	51.65	72.65	40.00	8892.50.37.7	76.76
C30	8994.33	51.65	72.65	40.00	8892.50.37.7	76.76
C31	8994.33	51.65	72.65	40.00	8892.50.37.7	76.76
C32	8994.33	51.65	72.65	40.00	8892.50.37.7	76.76
C33	8994.33	51.65	72.65	40.00	8892.50.37.7	76.76
C34	8994.33	51.65	72.65	40.00	8892.50.37.7	76.76
C35	8994.33	51.65	72.65	40.00	8892.50.37.7	76.76
C36	8994.33	51.65	72.65	40.00	8892.50.37.7	76.76
C37	8994.33	51.65	72.65	40.00	8892.50.37.7	76.76
C38	8994.33	51.65	72.65	40.00	8892.50.37.7	76.76
C39	8994.33	51.65	72.65	40.00	8892.50.37.7	76.76
C40	8994.33	51.65	72.65	40.00	8892.50.37.7	76.76
C41	8994.33	51.65	72.65	40.00	8892.50.37.7	76.76
C42	8994.33	51.65	72.65	40.00	8892.50.37.7	76.76
C43	8994.33	51.65	72.65	40.00	8892.50.37.7	76.76
C44	8994.33	51.65	72.65	40.00	8892.50.37.7	76.76
C45	8994.33	51.65	72.65	40.00	8892.50.37.7	76.76
C46	8994.33	51.65	72.65	40.00	8892.50.37.7	76.76
C47	8994.33	51.65	72.65	40.00	8892.50.37.7	76.76
C48	8994.33	51.65	72.65	40.00	8892.50.37.7	76.76
C49	8994.33	51.65	72.65	40.00	8892.50.37.7	76.76
C50	8994.33	51.65	72.65	40.00	8892.50.37.7	76.76

P.O.C.
SOUTHERLYMOST CORNER
TRACT C-2, VERCELLI,
PLAT BOOK 48, PAGES 11
COLLIER COUNTY, FLORIDA

LINE	BEARING	DISTANCE
L1	N45°59'00"W	84.95
L2	S65°41'19"E	70.44
L3	S33°06'45"W	20.94
L4	S05°55'20"E	14.45
L5	S14°16'43"E	15.73
L6	S07°20'16"E	41.95
L7	S10°33'37"W	93.78
L8	S59°30'45"W	48.28
L9	S87°58'47"E	31.79
L10	S55°03'51"W	23.82
L11	S21°34'32"W	94.63
L12	S89°00'00"E	8.00

IMPROVEMENTS SHOWN HEREON ARE PROPOSED UNLESS OTHERWISE NOTED

DESCRIPTION: OVERALL PLOT PLAN

DESCRIPTION: OVERALL PLOT PLAN,
COACH HOMES I AT TREVISO BAY,
A PHASE CONDOMINIUM, PHASE 12
OF PART OF TRACT FD-1, VERCELLI,
PLAT BOOK 48, PAGES 11-14, COLLIER COUNTY, FLORIDA

Wilson Miller Stantec
3220 Bailey Ln., Suite 200, Naples, Florida 34105
Phone: 239-469-4040 • Fax: 239-643-2791 • Web-Site: www.wilsonstantec.com
E-Mail: stantec@wilsonstantec.com

APPROVED: *[Signature]*
JOHN P. MALONEY, P.S.M.#54493

INITIALS	EMP. NO.	MO.	DAY	YR.
LWT	453	01	03	12
JPM	275	01	03	12

ACTIVITY	
RESEARCH	
FIELD WORK/ONW CHD	
DRAFT	
ON-COED BY	
EMP NO	
FIELD BOOK/PAGE	

[illegible]

NO 10

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
---	---	---	---	---	---	---	---	---	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	-----

ΔH ₂₉₈	

LEGAL DESCRIPTION
Of part of Tract FD-1,
Vercelli, Plat Book 48, pages 11-14,
Collier County, Florida.
**Coach Homes I at Treviso Bay, a Phase Condominium
Phase 13**

All that part of Tract FD-1, according to the plat of Vercelli, Plat Book 48, pages 11-14, of the public records of Collier County, Florida, being more particularly described as follows;

Commencing at the southerlymost corner of Tract C-2, according to said plat of Vercelli;

Thence North 82°43'38" West 893.06 feet to a point on the 40' access, drainage and public utility easement according to said plat of Vercelli and the POINT OF BEGINNING;

Thence along said easement in the following two (2) described courses:

1. 193.46 feet along the arc of a circular curve concave south having a radius of 465.00 feet through central angle of 23°50'14" and being subtended by a chord which bears South 71°33'05" West 192.07 feet to a point of reverse curvature;
2. Thence 26.10 feet along the arc of a circular curve concave north having a radius of 30.00 feet through a central angle of 49°50'33" and being subtended by a chord which bears South 84°33'15" West 25.28 feet;

Thence leaving said easement North 22°26'25" East 194.41 feet to a point on the boundary of said Tract FD-1;

Thence along said boundary in the following two (2) described courses:

1. 18.69 feet along the arc of a non-tangential circular curve concave north having a radius of 53.00 feet through a central angle of 20°12'15" and being subtended by a chord which bears North 83°58'52" East 18.59 feet to a point of reverse curvature;
2. Thence 100.92 feet along the arc of a circular curve concave south having a radius of 602.34 feet through a central angle of 09°35'59" and being subtended by a chord which bears North 78°40'44" East 100.80 feet;

Thence leaving said boundary South 06°31'47" East 139.15 feet to the POINT OF BEGINNING.

Containing 0.55 acres more or less.

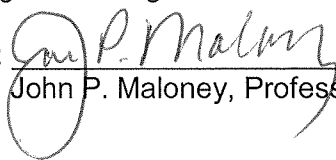
Subject to easements and restrictions of record.

Bearings are based on the west line of said Tract C-2, being South 05°55'20" East.

Certificate of authorization #LB-43.

WilsonMiller, Inc.

Registered Engineers and Land Surveyors

By: 

Date January 4, 2012

John P. Maloney, Professional Surveyor and Mapper #LS4493

LEGAL DESCRIPTION
Of part of Tract FD-1,
Vercelli, Plat Book 48, pages 11-14,
Collier County, Florida.
**Coach Homes I at Treviso Bay, a Phase Condominium
Phase 14**

All that part of Tract FD-1, according to the plat of Vercelli, Plat Book 48, pages 11-14, of the public records of Collier County, Florida, being more particularly described as follows;

Commencing at the southerlymost corner of Tract C-2, according to said plat of Vercelli;

Thence South 85°26'05" West 853.31 feet to a point on the boundary of said Tract FD-1 and the POINT OF BEGINNING;

Thence along said boundary in the following two (2) described courses:

1. 16.17 feet along the arc of a circular curve concave south having a radius of 200.00 feet through central angle of 04°37'53" and being subtended by a chord which bears South 76°55'34" West 16.16 feet;
2. Thence South 74°36'38" West 89.84 feet;

Thence leaving said boundary North 21°34'16" West 144.74 feet to a point on the 40' access, drainage and public utility easement according to said plat of Vercelli;

Thence along said easement 150.30 feet along the arc of a non-tangential circular curve concave south having a radius of 425.00 feet through a central angle of 20°15'47" and being subtended by a chord which bears North 76°05'03" East 149.52 feet;

Thence leaving said easement South 04°10'25" East 143.45 feet to the POINT OF BEGINNING.

Containing 0.43 acres more or less.

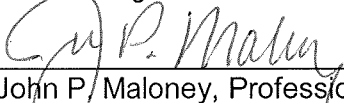
Subject to easements and restrictions of record.

Bearings are based on the west line of said Tract C-2, being South 05°55'20" East.

Certificate of authorization #LB-43.

WilsonMiller, Inc.

Registered Engineers and Land Surveyors

By:  Date January 4, 2012
John P. Maloney, Professional Surveyor and Mapper #LS4493

2D-126N

Not valid unless embossed with the Professional's seal.

**COACH HOMES I AT TREVISO BAY,
A PHASE CONDOMINIUM, PHASE 14**

GENERAL NOTES:

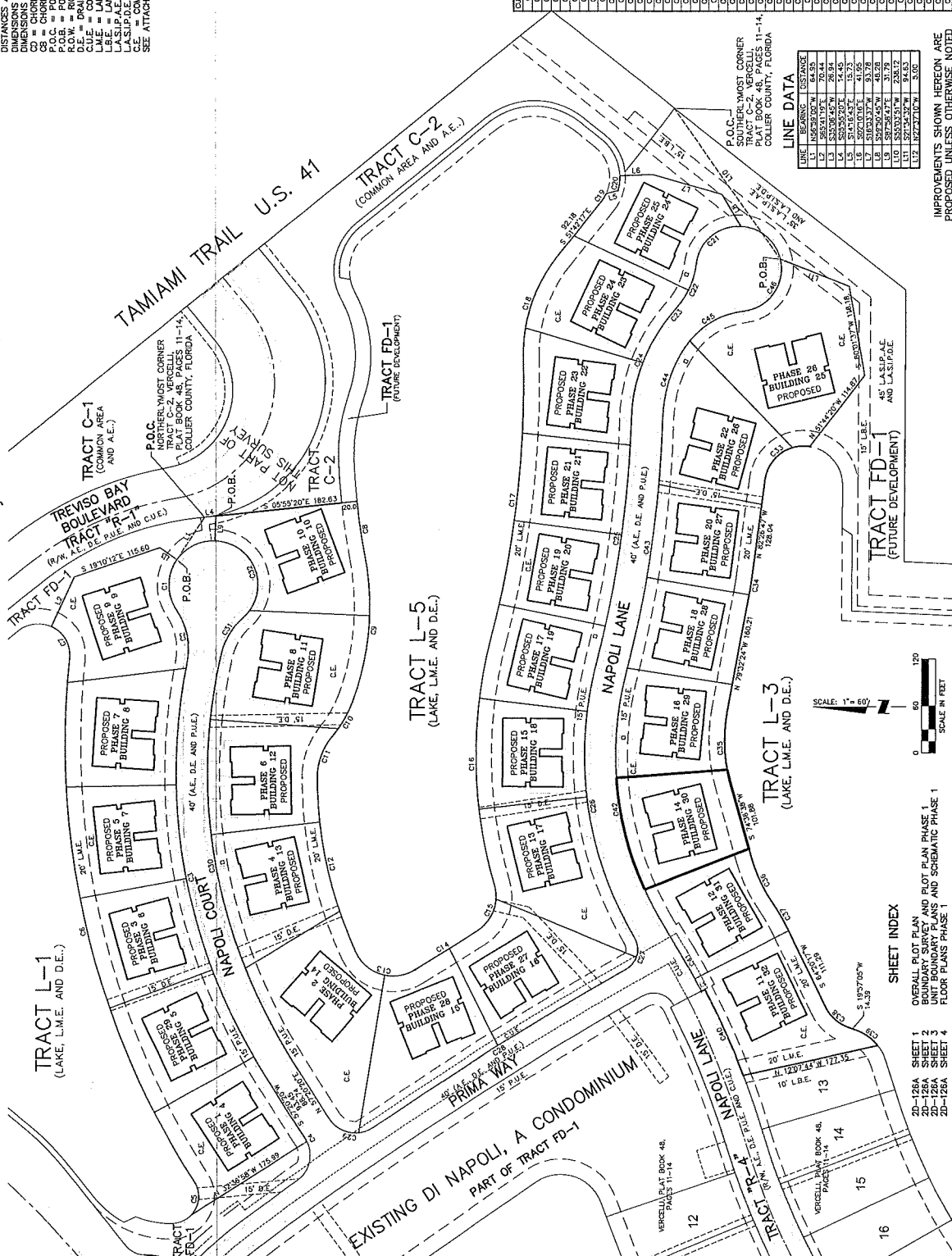
BEARINGS ARE BASED ON THE WEST LINE OF TRACT C-2, OF SAND PLAT OF VERCELLI, BEING SOUTH 05°35'20" EAST.

UNLESS A COMPARISON IS MADE, MEASURED BEARINGS AND DISTANCES ARE IDENTICAL WITH PLAT VALUES.

DIMENSIONS ARE IN FEET* AND DECIMALS THEREOF.

DIMENSIONS ALONG CURVES ARE: Δ = DELTA, L = ARC LENGTH, CD = CHORD DISTANCE, T = TANGENT, R = RADIUS.

CB = CHORD BEARING
 C.C. = CENTER OF CIRCUMFERENCE
 C.O.B. = POINT OF BEGINNING
 C.O.C. = POINT OF COMPLETION
 D.O.E. = RIGHT-OF-WAY, A.E. = ACCESS EASEMENT,
 P.U.E. = DRAINAGE EASEMENT, P.U.E. = PUBLIC UTILITY EASEMENT,
 C.C.U.E. = COLLIER COUNTY UTILITY EASEMENT
 L.M.E. = LAKE MAINTENANCE EASEMENT
 L.N.E. = LANDSCAPE BUFFER EASEMENT
 L.S.E. = LANDSLIDE EASEMENT
 L.S.P.D. = LANDSLIDE - LEY AREA STORMWATER IMPROVEMENT PLAN ACCORDANCE
 L.C.E. = COMMON ELEMENT, L.C.E. = LIMITED COMMON ELEMENT
 SEE ATTACHED FOR LEGAL DESCRIPTION



COURSE	CITY	FORMAS	CROSS-SECTION PROFILES				
			1	2	3	4	5
C1	8000443	57.00	68.70	70.33	70.95	71.57	72.19
C2	451751*	72.00	72.65	73.34	73.99	74.67	75.34
C3	475623*	72.00	73.00	73.63	74.22	74.81	75.41
C4	475623*	72.00	73.00	73.63	74.22	74.81	75.41
C5	373144*	73.00	73.65	74.30	74.95	75.60	76.25
C6	373144*	100.00	70.96	70.97	70.98	70.99	71.00
C7	741107	40.00	50.04	50.04	50.04	50.04	50.04
C8	741107	40.00	50.04	50.04	50.04	50.04	50.04
C9	319011*	148.14	108.19	95.88	83.57	71.26	58.95
C10	127265*	158.64	108.19	95.88	83.57	71.26	58.95
C11	343735*	81.97	50.75	50.75	50.75	50.75	50.75
C12	343735*	81.97	50.75	50.75	50.75	50.75	50.75
C13	172638*	51.00	61.01	61.02	61.03	61.04	61.05
C14	105448*	48.71	52.74	52.74	52.74	52.74	52.74
C15	475735*	60.13	62.12	62.12	62.12	62.12	62.12
C16	475735*	60.13	62.12	62.12	62.12	62.12	62.12
C17	183454*	130.01	96.15	84.24	72.07	59.72	47.44
C18	393735*	230.00	138.34	122.07	105.71	89.44	73.17
C19	393735*	230.00	138.34	122.07	105.71	89.44	73.17
C20	172638*	51.00	61.01	61.02	61.03	61.04	61.05
C21	489722*	53.00	62.69	61.41	59.81	58.23	56.64
C22	343640*	51.00	61.01	61.02	61.03	61.04	61.05
C23	343640*	51.00	61.01	61.02	61.03	61.04	61.05
C24	343640*	212.00	143.38	123.59	103.80	84.01	64.22
C25	723233*	147.00	103.22	82.72	62.22	41.72	21.22
C26	444614*	147.00	103.22	82.72	62.22	41.72	21.22
C27	444614*	147.00	103.22	82.72	62.22	41.72	21.22
C28	490733*	173.21	103.22	82.72	62.22	41.72	21.22
C29	913141*	40.00	63.00	63.00	63.00	63.00	63.00
C30	452533*	50.00	54.50	54.50	54.50	54.50	54.50
C31	452533*	50.00	54.50	54.50	54.50	54.50	54.50
C32	100734*	50.00	53.50	53.50	53.50	53.50	53.50
C33	742136*	50.00	70.73	51.21	34.26	17.26	0.26
C34	742136*	50.00	70.73	51.21	34.26	17.26	0.26
C35	185238*	200.00	96.18	83.40	70.62	57.84	45.06
C36	185238*	200.00	96.18	83.40	70.62	57.84	45.06
C37	841137*	200.00	96.18	83.40	70.62	57.84	45.06
C38	841137*	200.00	96.18	83.40	70.62	57.84	45.06
C39	317216*	30.00	32.64	16.89	0.26	0.26	0.26
C40	841137*	102.00	118.62	95.88	73.14	50.40	27.66
C41	454738*	40.00	61.97	43.71	25.45	7.19	-11.05
C42	454738*	40.00	61.97	43.71	25.45	7.19	-11.05
C43	723233*	150.00	102.00	82.00			

LINE	BEARING	DISTANCE
L1	N56°38'00"W	64.95
L2	S85°41'19"E	70.44
L3	S33°05'45"W	26.94
L4	S09°55'20"E	14.45
L5	S1°56'43"E	15.73
L6	S07°01'16"E	41.95
L7	S16°03'37"W	93.78
L8	S59°50'45"W	48.28
L9	S87°58'47"E	31.79
L10	S50°33'51"E	238.12
L11	S27°34'32"W	94.63
L12	N27°17'07"W	5.00

IMPROVEMENTS SHOWN HEREON ARE PROPOSED UNLESS OTHERWISE NOTED

OVERALL PILOT RATING

DESCRIPTION: OVERALL PLOT PLAN,
COACH HOMES I AT TREVISO BAY,

RECEIVED BY THE

WilsonMiller  **Stantec**

APPROVED: _____

[illegible]

(continued)

[illegible]

Case No.	Date	Time	Location	Officer	Notes
11-2012	11-2012	19:49:46	JMALONE\2156\active\215699999\Trevise\CONDO EXHIBITS\20-126N--CONDO--1-SHT-1.dwg		

LEGAL DESCRIPTION
Of part of Tract FD-1,
Vercelli, Plat Book 48, pages 11-14,
Collier County, Florida.
**Coach Homes I at Treviso Bay, a Phase Condominium
Phase 15**

All that part of Tract FD-1, according to the plat of Vercelli, Plat Book 48, pages 11-14, of the public records of Collier County, Florida, being more particularly described as follows;

Commencing at the southerlymost corner of Tract C-2, according to said plat of Vercelli;

Thence North 81°44'49" West 784.55 feet to a point on the 40' access, drainage and public utility easement according to said plat of Vercelli and the POINT OF BEGINNING;

Thence along said easement 109.71 feet along the arc of a circular curve concave south having a radius of 465.00 feet through central angle of 13°31'04" and being subtended by a chord which bears North 89°46'15" West 109.45 feet;

Thence leaving said easement North 06°31'47" West 139.15 feet to a point on the boundary of said Tract FD-1;

Thence along said boundary 142.53 feet along the arc of a non-tangential circular curve concave south having a radius of 602.34 feet through a central angle of 13°33'28" and being subtended by a chord which bears South 89°44'32" East 142.20 feet;

Thence leaving said boundary South 06°59'17" West 139.08 feet to the POINT OF BEGINNING.

Containing 0.40 acres more or less.

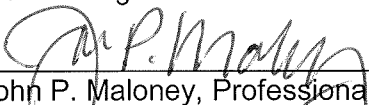
Subject to easements and restrictions of record.

Bearings are based on the west line of said Tract C-2, being South 05°55'20" East.

Certificate of authorization #LB-43.

WilsonMiller, Inc.

Registered Engineers and Land Surveyors

By:  Date January 4, 2012
John P. Maloney, Professional Surveyor and Mapper #LS4493

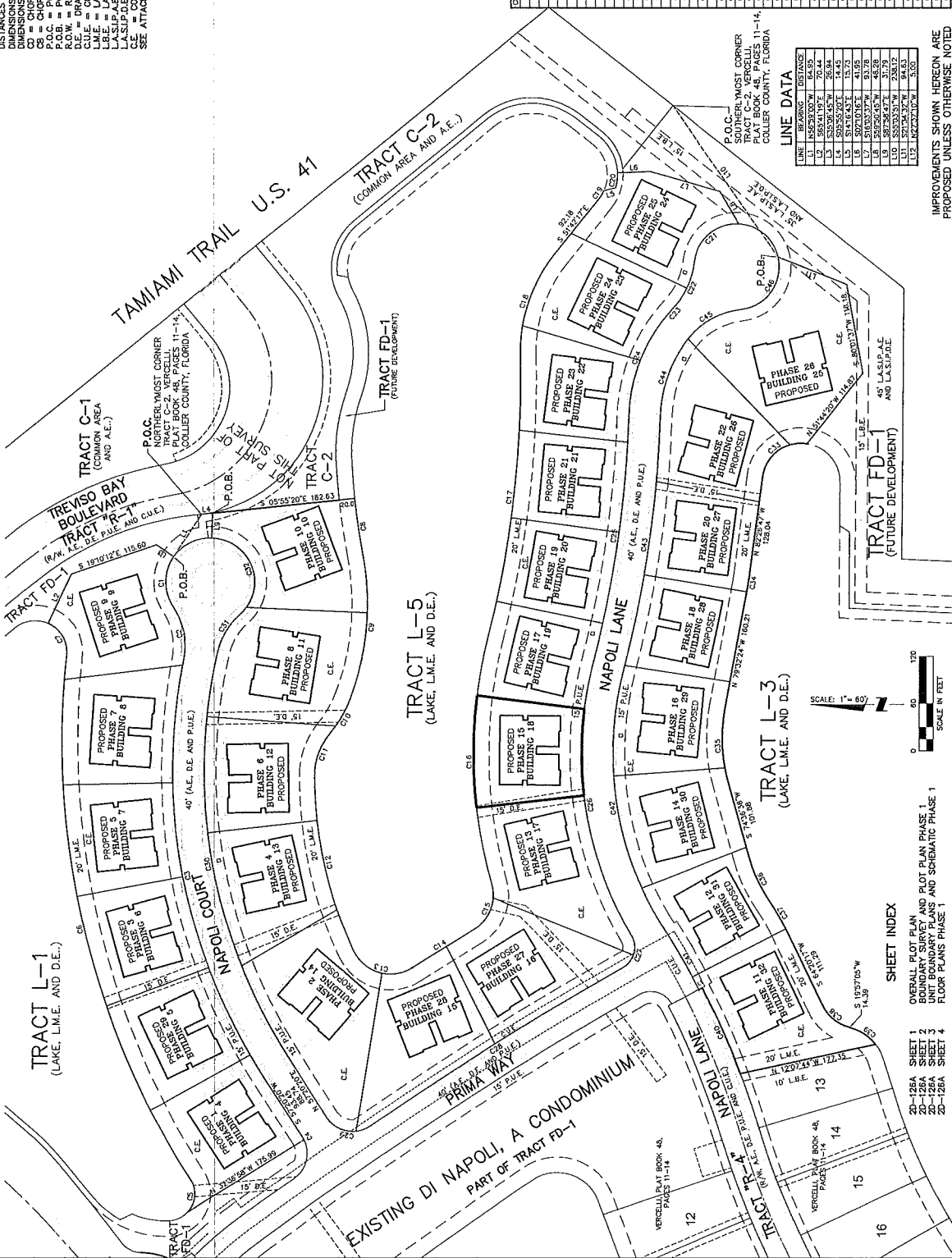
2D-1260

Not valid unless embossed with the Professional's seal.

COACH HOMES I AT TREVISO BAY, A PHASE CONDOMINIUM, PHASE 15

GENERAL NOTES:

BEARINGS ARE BASED ON THE WEST LINE OF TRACT C-2, OF SAID PLAT OF VERCELLI, BEING SOUTH 05°55'20" EAST.
UNLESS A COMPARISON IS MADE, MEASURED BEARINGS AND DISTANCES ARE TO BE TAKEN FROM THE CORNER VALUES.
DIMENSIONS ALONG CURVES ARE: Δ = DELTA, L = ARC LENGTH, CD = CHORD DISTANCE, T = TANGENT, R = RADIUS.
P.O.C. = POINT OF COMMENCEMENT
P.O.B. = POINT OF BEGINNING
P.O.T. = POINT OF TANGENCY
R.O.W. = RIGHT-OF-WAY
A.E. = ACCESS EASEMENT,
C.U.E. = COLLIER COUNTY UTILITY EASEMENT,
L.M.E. = LAKE MAINTENANCE EASEMENT
L.A.S.I.P.D.E. = LEVY AREA STORMWATER IMPROVEMENT PLAN ACCESS EASEMENT
L.C.E. = COMMON ELEMENT, L.C.E. = LIMITED COMMON ELEMENT
SEE ATTACHED FOR LEGAL DESCRIPTION



CURVE DATA

CURVE	DELTA	RADIUS	CHORD	BEARING	CHORD DIST.
C1	45°55'20"	32.00	50.00	S 05°55'20" E	70.78
C2	45°55'20"	32.00	50.00	S 05°55'20" E	70.78
C3	45°55'20"	32.00	50.00	S 05°55'20" E	70.78
C4	45°55'20"	32.00	50.00	S 05°55'20" E	70.78
C5	45°55'20"	32.00	50.00	S 05°55'20" E	70.78
C6	45°55'20"	32.00	50.00	S 05°55'20" E	70.78
C7	45°55'20"	32.00	50.00	S 05°55'20" E	70.78
C8	45°55'20"	32.00	50.00	S 05°55'20" E	70.78
C9	45°55'20"	32.00	50.00	S 05°55'20" E	70.78
C10	45°55'20"	32.00	50.00	S 05°55'20" E	70.78
C11	45°55'20"	32.00	50.00	S 05°55'20" E	70.78
C12	45°55'20"	32.00	50.00	S 05°55'20" E	70.78
C13	45°55'20"	32.00	50.00	S 05°55'20" E	70.78
C14	45°55'20"	32.00	50.00	S 05°55'20" E	70.78
C15	45°55'20"	32.00	50.00	S 05°55'20" E	70.78
C16	45°55'20"	32.00	50.00	S 05°55'20" E	70.78
C17	45°55'20"	32.00	50.00	S 05°55'20" E	70.78
C18	45°55'20"	32.00	50.00	S 05°55'20" E	70.78
C19	45°55'20"	32.00	50.00	S 05°55'20" E	70.78
C20	45°55'20"	32.00	50.00	S 05°55'20" E	70.78
C21	45°55'20"	32.00	50.00	S 05°55'20" E	70.78
C22	45°55'20"	32.00	50.00	S 05°55'20" E	70.78
C23	45°55'20"	32.00	50.00	S 05°55'20" E	70.78
C24	45°55'20"	32.00	50.00	S 05°55'20" E	70.78
C25	45°55'20"	32.00	50.00	S 05°55'20" E	70.78
C26	45°55'20"	32.00	50.00	S 05°55'20" E	70.78
C27	45°55'20"	32.00	50.00	S 05°55'20" E	70.78
C28	45°55'20"	32.00	50.00	S 05°55'20" E	70.78
C29	45°55'20"	32.00	50.00	S 05°55'20" E	70.78
C30	45°55'20"	32.00	50.00	S 05°55'20" E	70.78
C31	45°55'20"	32.00	50.00	S 05°55'20" E	70.78
C32	45°55'20"	32.00	50.00	S 05°55'20" E	70.78
C33	45°55'20"	32.00	50.00	S 05°55'20" E	70.78
C34	45°55'20"	32.00	50.00	S 05°55'20" E	70.78
C35	45°55'20"	32.00	50.00	S 05°55'20" E	70.78
C36	45°55'20"	32.00	50.00	S 05°55'20" E	70.78
C37	45°55'20"	32.00	50.00	S 05°55'20" E	70.78
C38	45°55'20"	32.00	50.00	S 05°55'20" E	70.78
C39	45°55'20"	32.00	50.00	S 05°55'20" E	70.78
C40	45°55'20"	32.00	50.00	S 05°55'20" E	70.78
C41	45°55'20"	32.00	50.00	S 05°55'20" E	70.78
C42	45°55'20"	32.00	50.00	S 05°55'20" E	70.78
C43	45°55'20"	32.00	50.00	S 05°55'20" E	70.78
C44	45°55'20"	32.00	50.00	S 05°55'20" E	70.78
C45	45°55'20"	32.00	50.00	S 05°55'20" E	70.78
C46	45°55'20"	32.00	50.00	S 05°55'20" E	70.78
C47	45°55'20"	32.00	50.00	S 05°55'20" E	70.78
C48	45°55'20"	32.00	50.00	S 05°55'20" E	70.78
C49	45°55'20"	32.00	50.00	S 05°55'20" E	70.78
C50	45°55'20"	32.00	50.00	S 05°55'20" E	70.78
C51	45°55'20"	32.00	50.00	S 05°55'20" E	70.78
C52	45°55'20"	32.00	50.00	S 05°55'20" E	70.78
C53	45°55'20"	32.00	50.00	S 05°55'20" E	70.78
C54	45°55'20"	32.00	50.00	S 05°55'20" E	70.78
C55	45°55'20"	32.00	50.00	S 05°55'20" E	70.78
C56	45°55'20"	32.00	50.00	S 05°55'20" E	70.78
C57	45°55'20"	32.00	50.00	S 05°55'20" E	70.78
C58	45°55'20"	32.00	50.00	S 05°55'20" E	70.78
C59	45°55'20"	32.00	50.00	S 05°55'20" E	70.78
C60	45°55'20"	32.00	50.00	S 05°55'20" E	70.78
C61	45°55'20"	32.00	50.00	S 05°55'20" E	70.78
C62	45°55'20"	32.00	50.00	S 05°55'20" E	70.78
C63	45°55'20"	32.00	50.00	S 05°55'20" E	70.78
C64	45°55'20"	32.00	50.00	S 05°55'20" E	70.78
C65	45°55'20"	32.00	50.00	S 05°55'20" E	70.78
C66	45°55'20"	32.00	50.00	S 05°55'20" E	70.78
C67	45°55'20"	32.00	50.00	S 05°55'20" E	70.78
C68	45°55'20"	32.00	50.00	S 05°55'20" E	70.78
C69	45°55'20"	32.00	50.00	S 05°55'20" E	70.78
C70	45°55'20"	32.00	50.00	S 05°55'20" E	70.78
C71	45°55'20"	32.00	50.00	S 05°55'20" E	70.78
C72	45°55'20"	32.00	50.00	S 05°55'20" E	70.78
C73	45°55'20"	32.00	50.00	S 05°55'20" E	70.78
C74	45°55'20"	32.00	50.00	S 05°55'20" E	70.78
C75	45°55'20"	32.00	50.00	S 05°55'20" E	70.78
C76	45°55'20"	32.00	50.00	S 05°55'20" E	70.78
C77	45°55'20"	32.00	50.00	S 05°55'20" E	70.78
C78	45°55'20"	32.00	50.00	S 05°55'20" E	70.78
C79	45°55'20"	32.00	50.00	S 05°55'20" E	70.78
C80	45°55'20"	32.00	50.00	S 05°55'20" E	70.78
C81	45°55'20"	32.00	50.00	S 05°55'20" E	70.78
C82	45°55'20"	32.00	50.00	S 05°55'20" E	70.78
C83	45°55'20"	32.00	50.00	S 05°55'20" E	70.78
C84	45°55'20"	32.00	50.00	S 05°55'20" E	70.78
C85	45°55'20"	32.00	50.00	S 05°55'20" E	70.78
C86	45°55'20"	32.00	50.00	S 05°55'20" E	70.78
C87	45°55'20"	32.00	50.00	S 05°55'20" E	70.78
C88	45°55'20"	32.00	50.00	S 05°55'20" E	70.78
C89	45°55'20"	32.00	50.00	S 05°55'20" E	70.78
C90	45°55'20"	32.00	50.00	S 05°55'20" E	70.78
C91	45°55'20"	32.00	50.00	S 05°55'20" E	70.78
C92	45°55'20"	32.00	50.00	S 05°55'20" E	70.78
C93	45°55'20"	32.00	50.00	S 05°55'20" E	70.78
C94	45°55'20"	32.00	50.00	S 05°55'20" E	70.78
C95	45°55'20"	32.00	50.00	S 05°55'20" E	70.78
C96	45°55'20"	32.00	50.00	S 05°55'20" E	70.78
C97	45°55'20"	32.00	50.00	S 05°55'20" E	70.78
C98	45°55'20"	32.00	50.00	S 05°55'20" E	70.78
C99	45°55'20"	32.00	50.00	S 05°55'20" E	70.78
C100	45°55'20"	32.00	50.00	S 05°55'20" E	70.78

P.O.C. = POINT OF COMMENCEMENT
SOUTHERN MOST CORNER
PLAT BOOK 48, PAGES 11-14,
COLLIER COUNTY, FLORIDA

LINE DATA

LINE	BEARING	DISTANCE
L1	N 05°55'20" E	70.78
L2	S 05°55'20" E	70.78
L3	N 05°55'20" E	70.78
L4	S 05°55'20" E	70.78
L5	N 05°55'20" E	70.78
L6	S 05°55'20" E	70.78
L7	N 05°55'20" E	70.78
L8	S 05°55'20" E	70.78
L9	N 05°55'20" E	70.78
L10	S 05°55'20" E	70.78
L11	N 05°55'20" E	70.78
L12	S 05°55'20" E	70.78

IMPROVEMENTS SHOWN HEREON ARE
PROPOSED UNLESS OTHERWISE NOTED

OVERALL PLOT PLAN,
COACH HOMES I AT TREVISO BAY,
A PHASE CONDOMINIUM, PHASE 15
AT PART OF

WILSON MILLER & STANTEC

3001 Bayview Ln., Suite 200, Naples, Florida 34103
Phone 239-439-1100
Fax 239-439-1101
www.wilsonmiller.com

2015 F. MALONEY, P.E. & ASSOCIATES

2015 F. MALONEY, P.E. & ASSOCIATES

2015 F. MALONEY, P.E. & ASSOCIATES

2015 F. MALONEY, P.E. & ASSOCIATES

2015 F. MALONEY, P.E. & ASSOCIATES

LENNAH HOMES, LLC

25160773

25-1260

25-1260

25-1260

25-1260

25-1260

25-1260

25-1260

25-1260

25-1260

25-1260

25-1260

25-1260

25-1260

25-1260

25-1260

25-1260

LEGAL DESCRIPTION
Of part of Tract FD-1,
Vercelli, Plat Book 48, pages 11-14,
Collier County, Florida.
**Coach Homes I at Treviso Bay, a Phase Condominium
Phase 16**

All that part of Tract FD-1, according to the plat of Vercelli, Plat Book 48, pages 11-14, of the public records of Collier County, Florida, being more particularly described as follows;

Commencing at the southerlymost corner of Tract C-2, according to said plat of Vercelli;

Thence South 84°17'01" West 745.38 feet to a point on the boundary of said Tract FD-1 and the POINT OF BEGINNING;

Thence along said boundary in the following two (2) described courses:

1. North 79°32'24" West 35.89 feet;
2. Thence 74.07 feet along the arc of a circular curve concave south having a radius of 200.00 feet through a central angle of 21°13'06" and being subtended by a chord which bears South 89°51'03" West 73.64 feet;

Thence leaving said boundary North 04°10'25" West 143.45 feet to a point on the 40' access, drainage and public utility easement according to said plat of Vercelli;

Thence along said easement in the following two (2) described courses:

1. 134.91 feet along the arc of a non-tangential circular curve concave south having a radius of 425.00 feet through a central angle of 18°11'16" and being subtended by a chord which bears South 84°41'25" East 134.34 feet to a point of reverse curvature;
2. Thence 6.61 feet along the arc of a circular curve concave north having a radius of 1,510.00 feet through a central angle of 00°15'03" and being subtended by a chord which bears South 75°43'19" East 6.61 feet;

Thence leaving said easement South 08°44'19" West 136.92 feet to the POINT OF BEGINNING.

Containing 0.40 acres more or less.

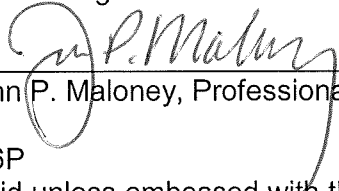
Subject to easements and restrictions of record.

Bearings are based on the west line of said Tract C-2, being South 05°55'20" East.

Certificate of authorization #LB-43.

WilsonMiller, Inc.

Registered Engineers and Land Surveyors

By:  Date January 4, 2012
John P. Maloney, Professional Surveyor and Mapper #LS4493

2D-126P

Not valid unless embossed with the Professional's seal.

LEGAL DESCRIPTION
Of part of Tract FD-1,
Vercelli, Plat Book 48, pages 11-14,
Collier County, Florida.
**Coach Homes I at Treviso Bay, a Phase Condominium
Phase 17**

All that part of Tract FD-1, according to the plat of Vercelli, Plat Book 48, pages 11-14, of the public records of Collier County, Florida, being more particularly described as follows;

Commencing at the southerlymost corner of Tract C-2, according to said plat of Vercelli;

Thence North 82°21'47" West 672.51 feet to a point on the 40' access, drainage and public utility easement according to said plat of Vercelli and the POINT OF BEGINNING;

Thence along said easement in the following two (2) described courses:

1. 52.20 feet along the arc of a circular curve concave north having a radius of 1,470.00 feet through central angle of 02°02'05" and being subtended by a chord which bears North 76°36'49" West 52.20 feet to a point of reverse curvature;
2. Thence 60.18 feet along the arc of a circular curve concave south having a radius of 465.00 feet through a central angle of 07°24'56" and being subtended by a chord which bears North 79°18'15" West 60.14 feet;

Thence leaving said easement North 06°59'17" East 139.08 feet to a point on the boundary of said Tract FD-1;

Thence along said boundary in the following two (2) described courses:

1. 77.67 feet along the arc of a non-tangential circular curve concave south having a radius of 602.34 feet through a central angle of 07°23'18" and being subtended by a chord which bears South 79°16'09" East 77.62 feet to a point of reverse curvature;
2. Thence 46.36 feet along the arc of a circular curve concave north having a radius of 1,331.00 feet through a central angle of 01°59'44" and being subtended by a chord which bears South 76°34'22" East 46.35 feet;

Thence leaving said boundary South 11°47'06" West 139.00 feet to the POINT OF BEGINNING.

Containing 0.38 acres more or less.

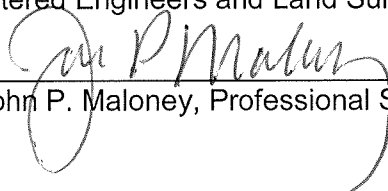
Subject to easements and restrictions of record.

Bearings are based on the west line of said Tract C-2, being South 05°55'20" East.

Certificate of authorization #LB-43.

WilsonMiller, Inc.

Registered Engineers and Land Surveyors

By:  Date January 4, 2012
John P. Maloney, Professional Surveyor and Mapper #LS4493

LEGAL DESCRIPTION
Of part of Tract FD-1,
Vercelli, Plat Book 48, pages 11-14,
Collier County, Florida.
**Coach Homes I at Treviso Bay, a Phase Condominium
Phase 18**

All that part of Tract FD-1, according to the plat of Vercelli, Plat Book 48, pages 11-14, of the public records of Collier County, Florida, being more particularly described as follows;

Commencing at the southerlymost corner of Tract C-2, according to said plat of Vercelli;

Thence South $81^{\circ}18'35''$ West 633.02 feet to a point on the boundary of said Tract FD-1 and the POINT OF BEGINNING;

Thence along said boundary North $79^{\circ}32'24''$ West 117.88 feet;

Thence leaving said boundary North $08^{\circ}44'19''$ East 136.92 feet to a point on the 40' access, drainage and public utility easement according to said plat of Vercelli;

Thence along said easement 120.04 feet along the arc of a non-tangential circular curve concave north having a radius of 1,510.00 feet through a central angle of $04^{\circ}33'18''$ and being subtended by a chord which bears South $78^{\circ}07'30''$ East 120.01 feet;

Thence leaving said easement South $09^{\circ}35'50''$ West 133.91 feet to the POINT OF BEGINNING.

Containing 0.37 acres more or less.

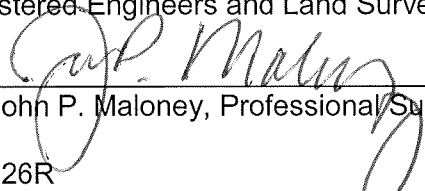
Subject to easements and restrictions of record.

Bearings are based on the west line of said Tract C-2, being South $05^{\circ}55'20''$ East.

Certificate of authorization #LB-43.

WilsonMiller, Inc.

Registered Engineers and Land Surveyors

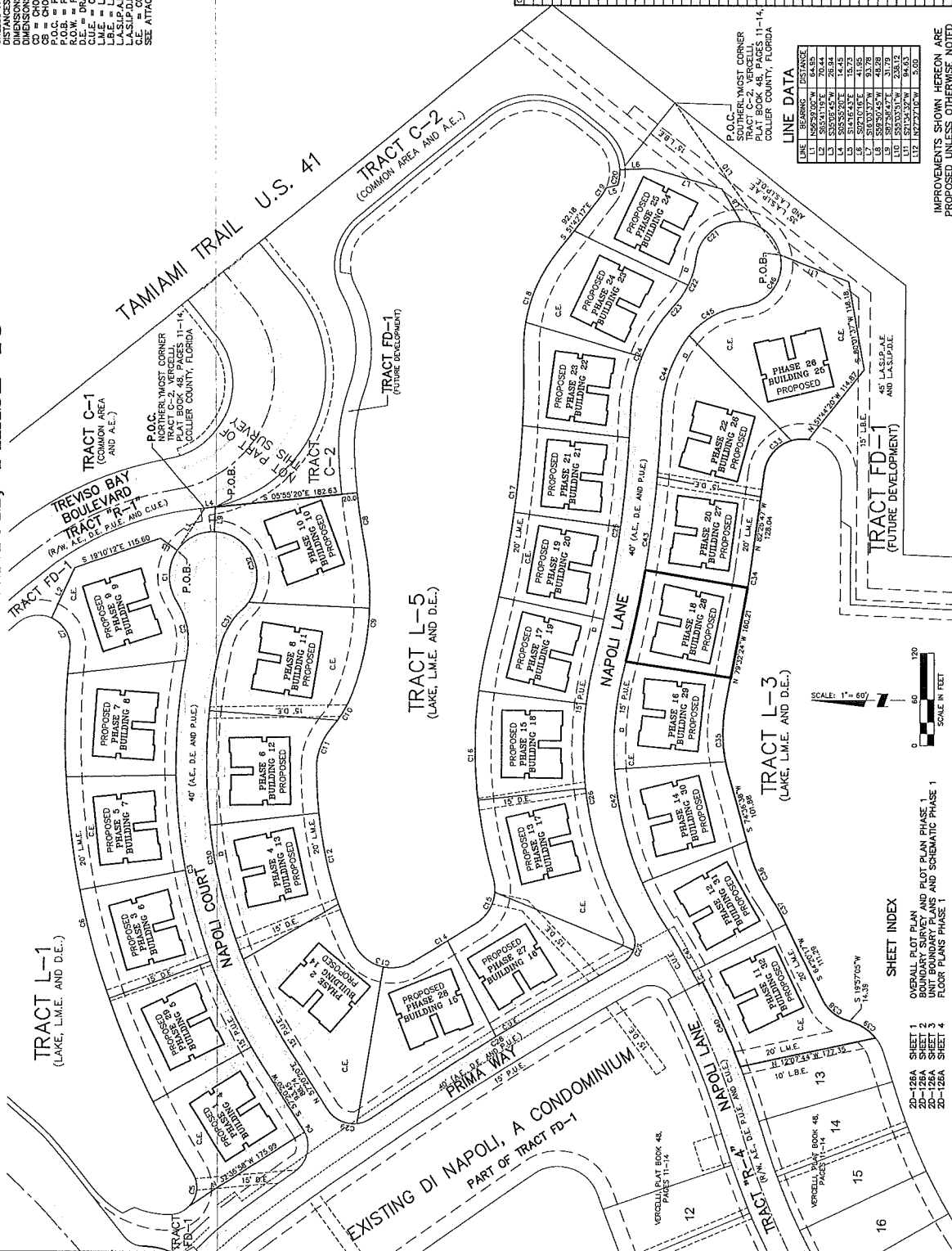
By:  Date January 4, 2012
John P. Maloney, Professional Surveyor and Mapper #LS4493

2D-126R

Not valid unless embossed with the Professional's seal.

**COACH HOMES I AT TREVISO BAY,
A PHASE CONDOMINIUM, PHASE 18**

GENERAL NOTES:

[illegible]

	CELIA	RADIUS	LENGTH	INTEGRAL	SPIN	PERIOD	PERIOD DERIV.
C1	69344.45	51.75	65.72	35.23	NS2225.23W	84.43	
C2	69344.45	51.75	65.72	35.23	NS2225.23W	84.43	
C3	69344.45	51.75	65.72	35.23	NS2225.23W	84.43	
C4	69344.45	51.75	65.72	35.23	NS2225.23W	84.43	
C5	69344.45	51.75	65.72	35.23	NS2225.23W	84.43	
C6	69344.45	51.75	65.72	35.23	NS2225.23W	84.43	
C7	69344.45	51.75	65.72	35.23	NS2225.23W	84.43	
C8	69344.45	51.75	65.72	35.23	NS2225.23W	84.43	
C9	69344.45	51.75	65.72	35.23	NS2225.23W	84.43	
C10	69344.45	51.75	65.72	35.23	NS2225.23W	84.43	
C11	69344.45	51.75	65.72	35.23	NS2225.23W	84.43	
C12	69344.45	51.75	65.72	35.23	NS2225.23W	84.43	
C13	69344.45	51.75	65.72	35.23	NS2225.23W	84.43	
C14	69344.45	51.75	65.72	35.23	NS2225.23W	84.43	
C15	69344.45	51.75	65.72	35.23	NS2225.23W	84.43	
C16	69344.45	51.75	65.72	35.23	NS2225.23W	84.43	
C17	69344.45	51.75	65.72	35.23	NS2225.23W	84.43	
C18	69344.45	51.75	65.72	35.23	NS2225.23W	84.43	
C19	69344.45	51.75	65.72	35.23	NS2225.23W	84.43	
C20	69344.45	51.75	65.72	35.23	NS2225.23W	84.43	
C21	69344.45	51.75	65.72	35.23	NS2225.23W	84.43	
C22	69344.45	51.75	65.72	35.23	NS2225.23W	84.43	
C23	69344.45	51.75	65.72	35.23	NS2225.23W	84.43	
C24	69344.45	51.75	65.72	35.23	NS2225.23W	84.43	
C25	69344.45	51.75	65.72	35.23	NS2225.23W	84.43	
C26	69344.45	51.75	65.72	35.23	NS2225.23W	84.43	
C27	69344.45	51.75	65.72	35.23	NS2225.23W	84.43	
C28	69344.45	51.75	65.72	35.23	NS2225.23W	84.43	
C29	69344.45	51.75	65.72	35.23	NS2225.23W	84.43	
C30	69344.45	51.75	65.72	35.23	NS2225.23W	84.43	
C31	69344.45	51.75	65.72	35.23	NS2225.23W	84.43	
C32	69344.45	51.75	65.72	35.23	NS2225.23W	84.43	
C33	69344.45	51.75	65.72	35.23	NS2225.23W	84.43	
C34	69344.45	51.75	65.72	35.23	NS2225.23W	84.43	
C35	69344.45	51.75	65.72	35.23	NS2225.23W	84.43	
C36	69344.45	51.75	65.72	35.23	NS2225.23W	84.43	
C37	69344.45	51.75	65.72	35.23	NS2225.23W	84.43	
C38	69344.45	51.75	65.72	35.23	NS2225.23W	84.43	
C39	69344.45	51.75	65.72	35.23	NS2225.23W	84.43	
C40	69344.45	51.75	65.72	35.23	NS2225.23W	84.43	
C41	69344.45	51.75	65.72	35.23	NS2225.23W	84.43	
C42	69344.45	51.75	65.72	35.23	NS2225.23W	84.43	
C43	69344.45	51.75	65.72	35.23	NS2225.23W	84.43	
C44	69344.45	51.75	65.72	35.23	NS2225.23W	84.43	
C45	69344.45	51.75	65.72	35.23	NS2225.23W	84.43	
C46	69344.45	51.75	65.72	35.23	NS2225.23W	84.43	
C47	69344.45	51.75	65.72	35.23	NS2225.23W	84.43	
C48	69344.45	51.75	65.72	35.23	NS2225.23W	84.43	

LINE	BEARING	DISTANCE
L1	N86°59'00"W	64.93
L2	S45°11'19"E	70.44
L3	S35°06'45"W	26.94
L4	S05°55'20"E	14.45
L5	S16°16'43"E	13.73
L6	S20°10'16"E	41.95
L7	S16°03'37"W	93.78
L8	S59°50'45"W	48.28
L9	S87°58'47"E	31.79
L10	S83°03'51"W	238.12
L11	S21°34'32"W	94.63
L12	S82°08'46"W	5.00

SHEET INDEX

OVERALL PLOT PLAN
BOUNDARY SURVEY AND
UNIT BOUNDARY PLANS

[illegible]

on 11, 2012 - 19:55:17 J:\ALONE\IV\2156\active\215699999\reviso\CONDO EXHIBITS\2D-126R-CONDO-1-SHT-1.dwg

LEGAL DESCRIPTION
Of part of Tract FD-1,
Vercelli, Plat Book 48, pages 11-14,
Collier County, Florida.
**Coach Homes I at Treviso Bay, a Phase Condominium
Phase 19**

All that part of Tract FD-1, according to the plat of Vercelli, Plat Book 48, pages 11-14, of the public records of Collier County, Florida, being more particularly described as follows;

Commencing at the southerlymost corner of Tract C-2, according to said plat of Vercelli;

Thence North $82^{\circ}52'57''$ West 552.73 feet to a point on the 40' access, drainage and public utility easement according to said plat of Vercelli and the POINT OF BEGINNING;

Thence along said easement 119.94 feet along the arc of a circular curve concave north having a radius of 1,470.00 feet through central angle of $04^{\circ}40'30''$ and being subtended by a chord which bears North $79^{\circ}58'07''$ West 119.91 feet;

Thence leaving said easement North $11^{\circ}47'06''$ East 139.00 feet to a point on the boundary of said Tract FD-1;

Thence along said boundary 110.02 feet along the arc of a non-tangential circular curve concave north having a radius of 1,331.00 feet through a central angle of $04^{\circ}44'09''$ and being subtended by a chord which bears South $79^{\circ}56'19''$ East 109.99 feet;

Thence leaving said boundary South $07^{\circ}41'37''$ West 139.00 feet to the POINT OF BEGINNING.

Containing 0.37 acres more or less.

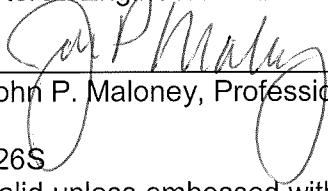
Subject to easements and restrictions of record.

Bearings are based on the west line of said Tract C-2, being South $05^{\circ}55'20''$ East.

Certificate of authorization #LB-43.

WilsonMiller, Inc.

Registered Engineers and Land Surveyors

By:  Date January 4, 2012
John P. Maloney, Professional Surveyor and Mapper #LS4493

2D-126S

Not valid unless embossed with the Professional's seal.

LEGAL DESCRIPTION
Of part of Tract FD-1,
Vercelli, Plat Book 48, pages 11-14,
Collier County, Florida.
**Coach Homes I at Treviso Bay, a Phase Condominium
Phase 20**

All that part of Tract FD-1, according to the plat of Vercelli, Plat Book 48, pages 11-14, of the public records of Collier County, Florida, being more particularly described as follows;

Commencing at the southerlymost corner of Tract C-2, according to said plat of Vercelli;

Thence North 87°30'42" West 483.78 feet to a point on the 40' access, drainage and public utility easement according to said plat of Vercelli and the POINT OF BEGINNING;

Thence leaving said easement South 11°07'58" West 135.33 feet to a point on the boundary of said Tract FD-1;

Thence along said boundary in the following three (3) described courses:

1. North 82°26'47" West 95.76 feet;
2. Thence 15.22 feet along the arc of a circular curve concave north having a radius of 300.00 feet through a central angle of 02°54'23" and being subtended by a chord which bears North 80°59'35" West 15.22 feet;
3. Thence North 79°32'24" West 6.44 feet;

Thence leaving said boundary North 09°35'50" East 133.91 feet to a point on the 40' access, drainage and public utility easement according to said plat of Vercelli;

Thence along said easement 121.11 feet along the arc of a non-tangential circular curve concave north having a radius of 1,510.00 feet through a central angle of 04°35'44" and being subtended by a chord which bears South 82°42'01" East 121.08 feet to the POINT OF BEGINNING.

Containing 0.37 acres more or less.


Subject to easements and restrictions of record.

Bearings are based on the west line of said Tract C-2, being South 05°55'20" East.

Certificate of authorization #LB-43.

WilsonMiller, Inc.

Registered Engineers and Land Surveyors

By:  Date January 4, 2012
John P. Maloney, Professional Surveyor and Mapper #LS4493

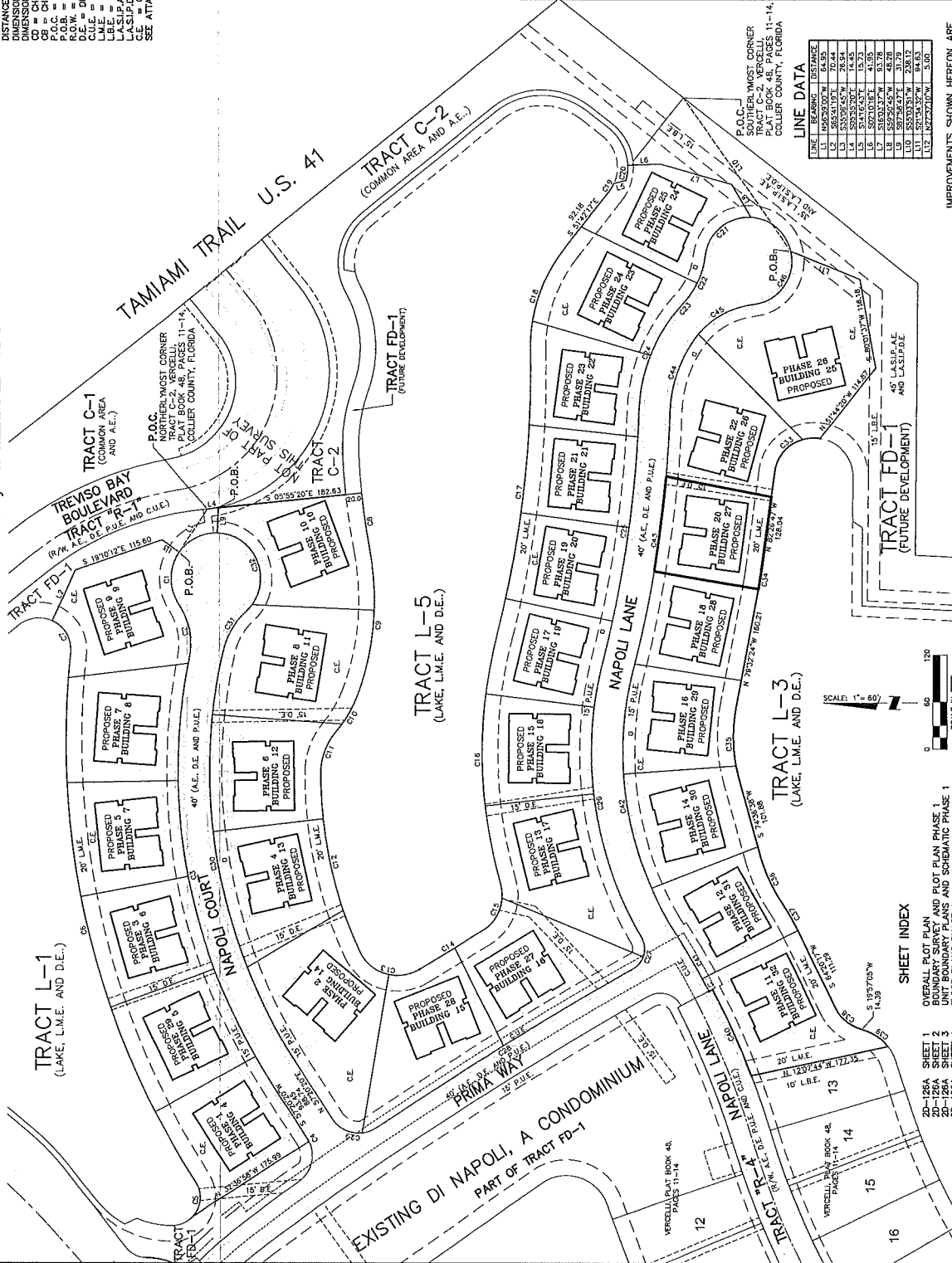
2D-126T

Not valid unless embossed with the Professional's seal.

COACH HOMES I AT TREVISO BAY, A PHASE CONDOMINIUM, PHASE 20

GENERAL NOTES:

BEARINGS ARE BASED ON THE WEST LINE OF TRACT C-2, OF SAID PLAT OF
VERCELLI, BEING SOUTH 05°52'20" EAST.
UNLESS A COMPARISON IS MADE, MEASURED BEARINGS AND
DISTANCES ARE IDENTICAL WITH PLAT VALUES.
ALL DISTANCES ARE MEASURED ALONG THE CENTERLINE OF THE
IMPROVEMENTS UNLESS OTHERWISE NOTED.
DIMENSIONS ALONG CURVES ARE "Δ" DELTA = CHORD LENGTH,
"C" = CHORD DISTANCE, "T" = TANGENT, "R" = RADIUS.
C.C. = POINT OF BEGINNING
P.O.B. = POINT OF BEGINNING
R.O.W. = RIGHT-OF-WAY, A.E. = ACCESS EASEMENT,
L.M.E. = LAKE MAINTENANCE EASEMENT,
C.U.E. = COLLIER COUNTY UTILITY EASEMENT,
L.C.E. = LAKE MAINTENANCE EASEMENT
L.A.S.I.P.D.E. = LEVY AREA STORMWATER IMPROVEMENT PLAN DRAINAGE EASEMENT
C.E. = COMMON ELEMENT, L.C.E. = LIMITED COMMON ELEMENT
SEE ATTACHED FOR LEGAL DESCRIPTION



CURVE DATA

CURVE	DELTA	RADIUS	CHORD	BEARING	CHORD DIST.
C1	89°34'41"	52.00	87.53	N 89°34'41" W	79.43
C2	42°58'33"	52.00	38.33	S 42°58'33" E	38.33
C3	42°58'33"	52.00	38.33	S 42°58'33" E	38.33
C4	42°58'33"	52.00	38.33	S 42°58'33" E	38.33
C5	42°58'33"	52.00	38.33	S 42°58'33" E	38.33
C6	42°58'33"	52.00	38.33	S 42°58'33" E	38.33
C7	42°58'33"	52.00	38.33	S 42°58'33" E	38.33
C8	42°58'33"	52.00	38.33	S 42°58'33" E	38.33
C9	42°58'33"	52.00	38.33	S 42°58'33" E	38.33
C10	42°58'33"	52.00	38.33	S 42°58'33" E	38.33
C11	42°58'33"	52.00	38.33	S 42°58'33" E	38.33
C12	42°58'33"	52.00	38.33	S 42°58'33" E	38.33
C13	42°58'33"	52.00	38.33	S 42°58'33" E	38.33
C14	42°58'33"	52.00	38.33	S 42°58'33" E	38.33
C15	42°58'33"	52.00	38.33	S 42°58'33" E	38.33
C16	42°58'33"	52.00	38.33	S 42°58'33" E	38.33
C17	42°58'33"	52.00	38.33	S 42°58'33" E	38.33
C18	42°58'33"	52.00	38.33	S 42°58'33" E	38.33
C19	42°58'33"	52.00	38.33	S 42°58'33" E	38.33
C20	42°58'33"	52.00	38.33	S 42°58'33" E	38.33
C21	42°58'33"	52.00	38.33	S 42°58'33" E	38.33
C22	42°58'33"	52.00	38.33	S 42°58'33" E	38.33
C23	42°58'33"	52.00	38.33	S 42°58'33" E	38.33
C24	42°58'33"	52.00	38.33	S 42°58'33" E	38.33
C25	42°58'33"	52.00	38.33	S 42°58'33" E	38.33
C26	42°58'33"	52.00	38.33	S 42°58'33" E	38.33
C27	42°58'33"	52.00	38.33	S 42°58'33" E	38.33
C28	42°58'33"	52.00	38.33	S 42°58'33" E	38.33
C29	42°58'33"	52.00	38.33	S 42°58'33" E	38.33
C30	42°58'33"	52.00	38.33	S 42°58'33" E	38.33

LINE DATA

LINE	BEARING	DISTANCE
L1	N 89°34'41" W	79.43
L2	S 42°58'33" E	38.33
L3	S 42°58'33" E	38.33
L4	S 42°58'33" E	38.33
L5	S 42°58'33" E	38.33
L6	S 42°58'33" E	38.33
L7	S 42°58'33" E	38.33
L8	S 42°58'33" E	38.33
L9	S 42°58'33" E	38.33
L10	S 42°58'33" E	38.33
L11	S 42°58'33" E	38.33
L12	S 42°58'33" E	38.33
L13	S 42°58'33" E	38.33
L14	S 42°58'33" E	38.33
L15	S 42°58'33" E	38.33
L16	S 42°58'33" E	38.33
L17	S 42°58'33" E	38.33
L18	S 42°58'33" E	38.33
L19	S 42°58'33" E	38.33
L20	S 42°58'33" E	38.33
L21	S 42°58'33" E	38.33
L22	S 42°58'33" E	38.33
L23	S 42°58'33" E	38.33
L24	S 42°58'33" E	38.33
L25	S 42°58'33" E	38.33
L26	S 42°58'33" E	38.33
L27	S 42°58'33" E	38.33
L28	S 42°58'33" E	38.33
L29	S 42°58'33" E	38.33
L30	S 42°58'33" E	38.33

IMPROVEMENTS SHOWN HEREON ARE
PROPOSED UNLESS OTHERWISE NOTED

OVERALL PLOT PLAN,
COACH HOMES I AT TREVISO BAY,
A PHASE CONDOMINIUM, PHASE 20
PLAT BOOK 48, PAGES 11-14, COLLIER COUNTY, FLORIDA

WilsomMiller Stantec
300 Baker Ln., Suite 200, Naples, Florida 34103
Phone: 239.441.1111
Fax: 239.441.1112
Email: info@wilsommiller.com
Certificate of Accreditation #01 - Florida License #C-000070

DATE: 11/11/2012
BY: [Signature]
CHECKED: [Signature]
APPROVED: [Signature]

DATE: 11/11/2012
BY: [Signature]
CHECKED: [Signature]
APPROVED: [Signature]

DATE: 11/11/2012
BY: [Signature]
CHECKED: [Signature]
APPROVED: [Signature]

LEGAL DESCRIPTION
Of part of Tract FD-1,
Vercelli, Plat Book 48, pages 11-14,
Collier County, Florida.
**Coach Homes I at Treviso Bay, a Phase Condominium
Phase 21**

All that part of Tract FD-1, according to the plat of Vercelli, Plat Book 48, pages 11-14, of the public records of Collier County, Florida, being more particularly described as follows;

Commencing at the southerlymost corner of Tract C-2, according to said plat of Vercelli;

Thence North 82°25'58" West 436.56 feet to a point on the 40' access, drainage and public utility easement according to said plat of Vercelli and the POINT OF BEGINNING;

Thence along said easement 116.27 feet along the arc of a circular curve concave north having a radius of 1,470.00 feet through central angle of 04°31'54" and being subtended by a chord which bears North 84°34'19" West 116.24 feet;

Thence leaving said easement North 07°41'37" East 139.00 feet to a point on the boundary of said Tract FD-1;

Thence along said boundary 113.14 feet along the arc of a non-tangential circular curve concave north having a radius of 1,331.00 feet through a central angle of 04°52'13" and being subtended by a chord which bears South 84°44'30" East 113.11 feet;

Thence leaving said boundary South 06°24'00" West 139.24 feet to the POINT OF BEGINNING.

Containing 0.37 acres more or less.


Subject to easements and restrictions of record.

Bearings are based on the west line of said Tract C-2, being South 05°55'20" East.

Certificate of authorization #LB-43.

WilsonMiller, Inc.

Registered Engineers and Land Surveyors

By:  Date January 4, 2012
John P. Maloney, Professional Surveyor and Mapper #LS4493

2D-126U

Not valid unless embossed with the Professional's seal.

LEGAL DESCRIPTION
Of part of Tract FD-1,
Vercelli, Plat Book 48, pages 11-14,
Collier County, Florida.
**Coach Homes I at Treviso Bay, a Phase Condominium
Phase 22**

All that part of Tract FD-1, according to the plat of Vercelli, Plat Book 48, pages 11-14, of the public records of Collier County, Florida, being more particularly described as follows;

Commencing at the southerlymost corner of Tract C-2, according to said plat of Vercelli;

Thence South 86°16'06" West 300.63 feet to a point on the 40' access, drainage and public utility easement according to said plat of Vercelli and the POINT OF BEGINNING;

Thence leaving said easement South 45°49'09" West 189.64 feet to a point on the boundary of said Tract FD-1;

Thence along said boundary in the following two (2) described courses:

1. 57.90 feet along the arc of a non-tangential circular curve concave southwest having a radius of 50.00 feet through a central angle of 66°20'43" and being subtended by a chord which bears North 49°16'25" West 54.72 feet;
2. Thence North 82°26'47" West 32.28 feet;

Thence leaving said boundary North 11°07'58" East 135.33 feet to a point on said easement;

Thence along said easement in the following three (3) described courses:

1. 84.24 feet along the arc of a non-tangential circular curve concave north having a radius of 1,510.00 feet through a central angle of 03°11'48" and being subtended by a chord which bears South 86°35'46" East 84.23 feet to a point of reverse curvature;
2. Thence 99.49 feet along the arc of a circular curve concave south having a radius of 172.00 feet through a central angle of 33°08'35" and being subtended by a chord which bears South 71°37'22" East 98.11 feet to a point of compound curve;
3. Thence 7.70 feet along the arc of a circular curve concave southwest having a radius of 105.00 feet through a central angle of 04°12'01" and being subtended by a chord which bears South 52°57'04" East 7.70 feet to the POINT OF BEGINNING.

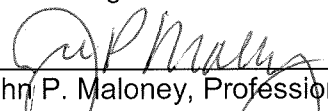
Containing 0.49 acres more or less.

Subject to easements and restrictions of record.

Bearings are based on the west line of said Tract C-2, being South 05°55'20" East.

Certificate of authorization #LB-43.

WilsonMiller, Inc.
Registered Engineers and Land Surveyors

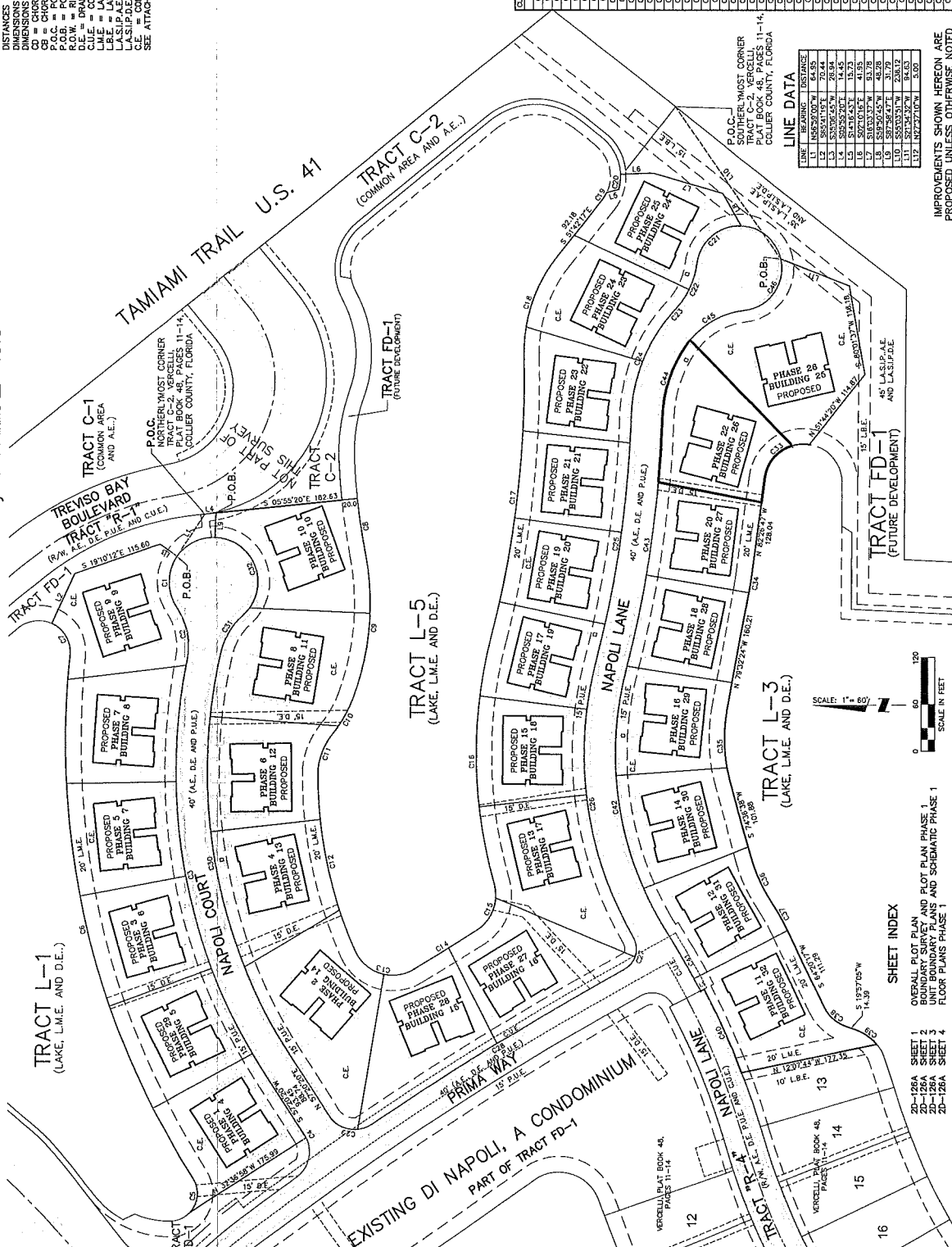
By:  Date January 4, 2012
John P. Maloney, Professional Surveyor and Mapper #LS4493

2D-126V

Not valid unless embossed with the Professional's seal.

**COACH HOMES I AT TREVISO BAY,
A PHASE CONDOMINIUM, PHASE 222**

GENERAL NOTES:

[illegible]

CURE	C55.1	COURSE OF DISEASE									
		PA05	PA06	PA07	PA08	PA09	PA10	PA11	PA12	PA13	PA14
C01	6904431	92.00	88.72	82.72	83.33	87.00	90.76	94.43			
C02	4974513	92.00	72.05	35.34	57.00	90.76	70.78				
C03	4785633	72.00	58.63	29.50		58.17	54.51				
C04	4785633	72.00	58.63	29.50		58.17	54.51				
C05	7235436	92.00	90.00	46.18	27.13	84.64	93.31	42.80			
C06	3632747	1050.00	708.05	366.57		87.00	93.33	692.84			
C07	7417452	42.00	42.00	3.68		46.00	46.00				
C08	7417452	42.00	42.00	3.68		46.00	46.00				
C09	3110612	146.84	148.59	98.80		88.17	176.68				
C10	1927257	356.84	332.22	26.87		88.17	90.76	32.98			
C11	7417452	42.00	42.00	3.68		46.00	46.00	23.48			
C12	7417452	42.00	42.00	3.68		46.00	46.00	23.48			
C13	7417452	42.00	42.00	3.68		46.00	46.00	23.48			
C14	7417452	42.00	42.00	3.68		46.00	46.00	23.48			
C15	7417452	42.00	42.00	3.68		46.00	46.00	23.48			
C16	7417452	42.00	42.00	3.68		46.00	46.00	23.48			
C17	7417452	42.00	42.00	3.68		46.00	46.00	23.48			
C18	7417452	42.00	42.00	3.68		46.00	46.00	23.48			
C19	7417452	42.00	42.00	3.68		46.00	46.00	23.48			
C20	7417452	42.00	42.00	3.68		46.00	46.00	23.48			
C21	7417452	42.00	42.00	3.68		46.00	46.00	23.48			
C22	7417452	42.00	42.00	3.68		46.00	46.00	23.48			
C23	7417452	42.00	42.00	3.68		46.00	46.00	23.48			
C24	7417452	42.00	42.00	3.68		46.00	46.00	23.48			
C25	7417452	42.00	42.00	3.68		46.00	46.00	23.48			
C26	7417452	42.00	42.00	3.68		46.00	46.00	23.48			
C27	7417452	42.00	42.00	3.68		46.00	46.00	23.48			
C28	4282323	4722.91	3833.26	197.73	33.53	26.17	58.00	29.75	105.72		
C29	4282323	4722.91	3833.26	197.73	33.53	26.17	58.00	29.75	105.72		
C30	4282323	4722.91	3833.26	197.73	33.53	26.17	58.00	29.75	105.72		
C31	3807024	92.00	135.35	55.35	41.25	78.00	85.48	71.55			
C32	3807024	92.00	135.35	55.35	41.25	78.00	85.48	71.55			
C33	9270367	90.00	79.73	51.91	83.85	95.48	71.55				
C34	9270367	90.00	79.73	51.91	83.85	95.48	71.55				
C35	9270367	90.00	79.73	51.91	83.85	95.48	71.55				
C36	1827258	200.00	66.16	33.46	55.07	57.57	65.68				
C37	4411717	38.73	38.73	20.46	38.73	38.73	37.97				
C38	4411717	38.73	38.73	20.46	38.73	38.73	37.97				
C39	3127706	60.00	18.64	16.89	88.92	32.52	32.52				
C40	3127706	60.00	18.64	16.89	88.92	32.52	32.52				
C41	1026200	110.00	32.62	25.98	88.92	24.57	115.75				
C42	1026200	110.00	32.62	25.98	88.92	24.57	115.75				
C43	4274561	150.00	332.02	168.68	50.00	33.44	33.44				
C44	4274561	150.00	332.02	168.68	50.00	33.44	33.44				
C45	4274561	150.00	332.02	168.68	50.00	33.44	33.44				
C46	3308235	172.00	98.49	51.18	57.17	57.33	98.11				
C47	3308235	172.00	98.49	51.18	57.17	57.33	98.11				
C48	9670171	95.00	92.52	61.37	88.92	58.48	81.86				

LINE	BEARING	DISTANCE
L1	N85°59'00"W	64.95
L2	N85°51'19"E	70.44
L3	S35°30'45"W	28.94
L4	S59°55'20"E	15.45
L5	S14°16'43"E	17.73
L6	S02°10'16"E	41.95
L7	S16°33'37"W	53.78
L8	S59°50'45"W	48.28
L9	S87°58'47"E	31.79
L10	S59°33'31"E	236.12
L11	S21°34'32"W	84.63
L12	N27°23'27"W	5.00

IMPROVEMENTS SHOWN HEREON ARE PROPOSED UNLESS OTHERWISE NOTED

DESCRIPTION: OVERALL PLOT PLAN.

DESCRIPTION: OVERALL PLOT PLAN,
COACH HOMES I AT TREVISO BAY,
A PHASE CONDOMINIUM, PHASE 22
OF PART OF TRACT FD-1, VERCELLI,
PLAT BOOK 48, PAGES 11-14, COLLIER COUNTY, FLORIDA

Wilson Miller Stantec
3200 Bailey Ln, Suite 200, Naples, Florida 34105
Phone 239-649-6040 • Fax 239-643-0796 • Web Site www.stantec.com

APPROVED: 

11

ACTIVITY

AC	PC	FI	DE	CH

[illegible]

--	--	--	--	--	--

--	--	--	--

[illegible]

1111

10

.....

--	--	--	--	--

--	--	--	--	--

LEGAL DESCRIPTION
Of part of Tract FD-1,
Vercelli, Plat Book 48, pages 11-14,
Collier County, Florida.
**Coach Homes I at Treviso Bay, a Phase Condominium
Phase 23**

All that part of Tract FD-1, according to the plat of Vercelli, Plat Book 48, pages 11-14, of the public records of Collier County, Florida, being more particularly described as follows;

Commencing at the southerlymost corner of Tract C-2, according to said plat of Vercelli;

Thence North 82°45'49" West 330.28 feet to a point on the 40' access, drainage and public utility easement according to said plat of Vercelli and the POINT OF BEGINNING;

Thence along said easement in the following two (2) described courses:

1. 72.14 feet along the arc of a circular curve concave south having a radius of 212.00 feet through central angle of 19°29'47" and being subtended by a chord which bears North 78°26'46" West 71.79 feet to a point of reverse curvature;
2. Thence 34.80 feet along the arc of a circular curve concave north having a radius of 1,470.00 feet through a central angle of 01°21'24" and being subtended by a chord which bears North 87°30'58" West 34.80 feet;

Thence leaving said easement North 06°24'00" East 139.24 feet to a point on the boundary of said Tract FD-1;

Thence along said boundary in the following two (2) described courses:

1. 96.63 feet along the arc of a non-tangential circular curve concave north having a radius of 1,331.00 feet through a central angle of 04°09'35" and being subtended by a chord which bears South 89°15'25" East 96.61 feet to a point of reverse curvature;
2. Thence 37.47 feet along the arc of a circular curve concave south having a radius of 200.00 feet through a central angle of 10°44'00" and being subtended by a chord which bears South 85°58'12" East 37.41 feet;

Thence leaving said boundary South 16°25'39" West 156.78 feet to the POINT OF BEGINNING.

Containing 0.40 acres more or less.

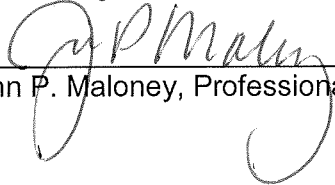
Subject to easements and restrictions of record.

Bearings are based on the west line of said Tract C-2, being South 05°55'20" East.

Certificate of authorization #LB-43.

WilsonMiller, Inc.

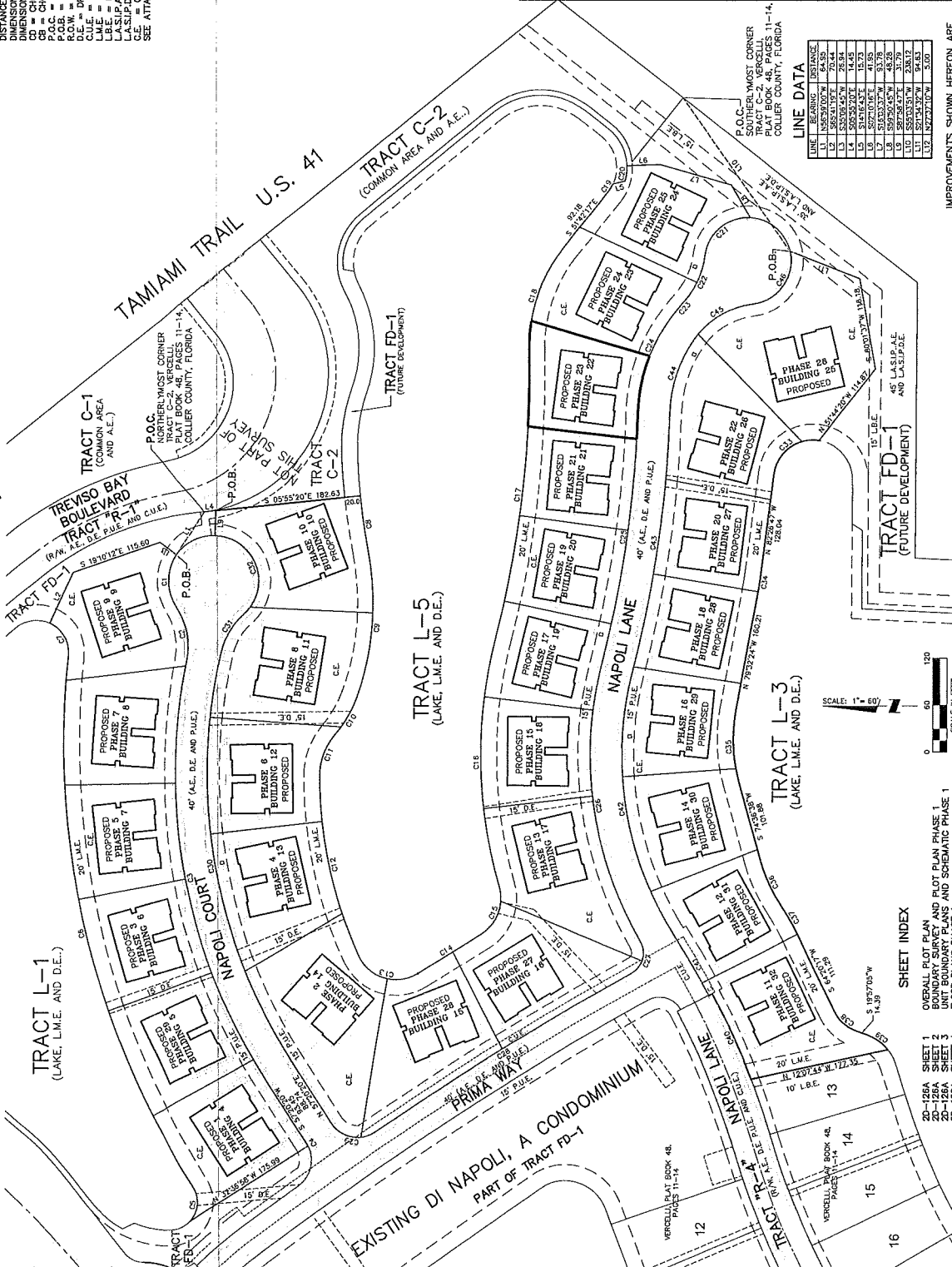
Registered Engineers and Land Surveyors

By:  Date January 4, 2012
John P. Maloney, Professional Surveyor and Mapper #LS4493

COACH HOMES I AT TREVISO BAY, A PHASE CONDOMINIUM, PHASE 23

GENERAL NOTES

BEARINGS ARE BASED ON THE WEST LINE OF TRACT C-2, OF SAID PLAT OF
VERCELLI, BEING SOUTH 05°52'20" EAST.
UNLESS A COMPARISON IS MADE, MEASURED BEARINGS AND
DISTANCES ARE IDENTICAL WITH PLAT VALUES.
DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.
DIMENSIONS ALONG CURVES ARE = DELTA, L = ARC LENGTH,
C = CHORD DISTANCE, T = TANGENT, R = RADIUS,
P.O.B. = POINT OF BEGINNING
P.O.C. = POINT OF COMMENCEMENT
R.O.W. = RIGHT-OF-WAY, A.E. = ACCESS EASEMENT,
C.U.E. = COLLIER COUNTY UTILITY EASEMENT,
L.M.E. = LAKE MAINTENANCE EASEMENT
L.S.I.P.D.E. = LANDSCAPE BUFFER EASEMENT
L.A.S.I.P.D.E. = L.S.I.P.D.E. AREA STORMWATER IMPROVEMENT PLAN ACCESS EASEMENT
C.E. = COMMON ELEMENT, L.C.E. = LIMITED COMMON ELEMENT
SEE ATTACHED FOR LEGAL DESCRIPTION



CURVE DATA

CURVE	DELTA	RADIUS	LENGTH	TANGENT	CHORD BEARING	CHORD DIST
C1	89°43'41"	97.00	32.33	31.33	N85°25'37"W	74.63
C2	89°43'41"	97.00	32.33	31.33	N85°25'37"W	74.63
C3	89°43'41"	97.00	32.33	31.33	N85°25'37"W	74.63
C4	89°43'41"	97.00	32.33	31.33	N85°25'37"W	74.63
C5	89°43'41"	97.00	32.33	31.33	N85°25'37"W	74.63
C6	89°43'41"	97.00	32.33	31.33	N85°25'37"W	74.63
C7	89°43'41"	97.00	32.33	31.33	N85°25'37"W	74.63
C8	89°43'41"	97.00	32.33	31.33	N85°25'37"W	74.63
C9	89°43'41"	97.00	32.33	31.33	N85°25'37"W	74.63
C10	89°43'41"	97.00	32.33	31.33	N85°25'37"W	74.63
C11	89°43'41"	97.00	32.33	31.33	N85°25'37"W	74.63
C12	89°43'41"	97.00	32.33	31.33	N85°25'37"W	74.63
C13	89°43'41"	97.00	32.33	31.33	N85°25'37"W	74.63
C14	89°43'41"	97.00	32.33	31.33	N85°25'37"W	74.63
C15	89°43'41"	97.00	32.33	31.33	N85°25'37"W	74.63
C16	89°43'41"	97.00	32.33	31.33	N85°25'37"W	74.63
C17	89°43'41"	97.00	32.33	31.33	N85°25'37"W	74.63
C18	89°43'41"	97.00	32.33	31.33	N85°25'37"W	74.63
C19	89°43'41"	97.00	32.33	31.33	N85°25'37"W	74.63
C20	89°43'41"	97.00	32.33	31.33	N85°25'37"W	74.63
C21	89°43'41"	97.00	32.33	31.33	N85°25'37"W	74.63
C22	89°43'41"	97.00	32.33	31.33	N85°25'37"W	74.63
C23	89°43'41"	97.00	32.33	31.33	N85°25'37"W	74.63
C24	89°43'41"	97.00	32.33	31.33	N85°25'37"W	74.63
C25	89°43'41"	97.00	32.33	31.33	N85°25'37"W	74.63
C26	89°43'41"	97.00	32.33	31.33	N85°25'37"W	74.63
C27	89°43'41"	97.00	32.33	31.33	N85°25'37"W	74.63
C28	89°43'41"	97.00	32.33	31.33	N85°25'37"W	74.63
C29	89°43'41"	97.00	32.33	31.33	N85°25'37"W	74.63
C30	89°43'41"	97.00	32.33	31.33	N85°25'37"W	74.63

LINE DATA

LINE	BEARING	DISTANCE
L1	N85°25'37"W	74.63
L2	N85°25'37"W	74.63
L3	N85°25'37"W	74.63
L4	N85°25'37"W	74.63
L5	N85°25'37"W	74.63
L6	N85°25'37"W	74.63
L7	N85°25'37"W	74.63
L8	N85°25'37"W	74.63
L9	N85°25'37"W	74.63
L10	N85°25'37"W	74.63
L11	N85°25'37"W	74.63
L12	N85°25'37"W	74.63
L13	N85°25'37"W	74.63
L14	N85°25'37"W	74.63
L15	N85°25'37"W	74.63
L16	N85°25'37"W	74.63
L17	N85°25'37"W	74.63
L18	N85°25'37"W	74.63
L19	N85°25'37"W	74.63
L20	N85°25'37"W	74.63
L21	N85°25'37"W	74.63
L22	N85°25'37"W	74.63
L23	N85°25'37"W	74.63
L24	N85°25'37"W	74.63
L25	N85°25'37"W	74.63
L26	N85°25'37"W	74.63
L27	N85°25'37"W	74.63
L28	N85°25'37"W	74.63
L29	N85°25'37"W	74.63
L30	N85°25'37"W	74.63

DATE: 11-11-2012

BY: J. L. M. / J. L. M.

CHECKED: J. L. M. / J. L. M.

APPROVED: J. L. M. / J. L. M.

CLIENT: LENNAR HOMES, LLC

PROJECT: COACH HOMES I AT TREVISO BAY, A PHASE CONDOMINIUM, PHASE 23

DESCRIPTION: IMPROVEMENTS SHOWN HEREON NOTED

OVERALL PLOT PLAN, COACH HOMES I AT TREVISO BAY, A PHASE CONDOMINIUM, PHASE 23

PLAT BOOK 48, PAGES 11-14, COLLIER COUNTY, FLORIDA

WILSON MILLER & STANTEC

3000 Bay L. S. 200, Suite 200, Naples, Florida 34105

Phone: 239.438.1111 Fax: 239.438.1112

Website: www.wilsonmiller.com

LEGAL DESCRIPTION
Of part of Tract FD-1,
Vercelli, Plat Book 48, pages 11-14,
Collier County, Florida.
**Coach Homes I at Treviso Bay, a Phase Condominium
Phase 24**

All that part of Tract FD-1, according to the plat of Vercelli, Plat Book 48, pages 11-14, of the public records of Collier County, Florida, being more particularly described as follows;

Commencing at the southerlymost corner of Tract C-2, according to said plat of Vercelli;

Thence South 85°37'31" West 235.66 feet to a point on the 40' access, drainage and public utility easement according to said plat of Vercelli and the POINT OF BEGINNING;

Thence along said easement in the following three (3) described courses:

1. 27.97 feet along the arc of a circular curve concave northeast having a radius of 105.00 feet through central angle of 15°15'48" and being subtended by a chord which bears North 56°05'30" West 27.89 feet to a point of reverse curvature;
2. Thence 11.54 feet along the arc of a circular curve concave southwest having a radius of 671.93 feet through a central angle of 00°59'02" and being subtended by a chord which bears North 48°57'07" West 11.54 feet to a point of compound curve;
3. Thence 71.24 feet along the arc of a circular curve concave southwest having a radius of 212.00 feet through a central angle of 19°15'14" and being subtended by a chord which bears North 59°04'15" West 70.91 feet;

Thence leaving said easement North 16°25'39" East 156.78 feet to a point on the boundary of said Tract FD-1;

Thence along said boundary in the following two (2) described courses:

1. 100.88 feet along the arc of a non-tangential circular curve concave southwest having a radius of 200.00 feet through a central angle of 28°53'55" and being subtended by a chord which bears South 66°09'15" East 99.81 feet;
2. Thence South 51°42'17" East 34.79 feet;

Thence leaving said boundary South 25°23'15" West 163.88 feet to the POINT OF BEGINNING.

Containing 0.46 acres more or less.

Subject to easements and restrictions of record.

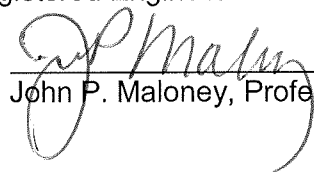
Bearings are based on the west line of said Tract C-2, being South 05°55'20" East.

Certificate of authorization #LB-43.

WilsonMiller, Inc.

Registered Engineers and Land Surveyors

By:



John P. Maloney, Professional Surveyor and Mapper #LS4493

Date January 4, 2012

LEGAL DESCRIPTION
Of part of Tract FD-1,
Vercelli, Plat Book 48, pages 11-14,
Collier County, Florida.
**Coach Homes I at Treviso Bay, a Phase Condominium
Phase 25**

All that part of Tract FD-1, according to the plat of Vercelli, Plat Book 48, pages 11-14, of the public records of Collier County, Florida, being more particularly described as follows;

Commencing at the southerlymost corner of Tract C-2, according to said plat of Vercelli;

Thence South 61°02'11" West 126.48 feet to the POINT OF BEGINNING;

Thence South 59°50'45" West 48.28 feet to a point on the 40' access, drainage and public utility easement according to said plat of Vercelli;

Thence along said easement in the following two (2) described courses:

1. 82.69 feet along the arc of a non-tangential circular curve concave southwest having a radius of 55.00 feet through a central angle of 86°08'22" and being subtended by a chord which bears North 40°10'05" West 75.12 feet to a point of reverse curvature;
2. Thence 35.76 feet along the arc of a circular curve concave north having a radius of 105.00 feet through a central angle of 19°30'52" and being subtended by a chord which bears North 73°28'50" West 35.59 feet;

Thence leaving said easement North 25°23'15" East 163.88 feet to a point on the boundary of said Tract FD-1;

Thence along said boundary in the following four (4) described courses:

1. South 51°42'17" East 57.39 feet;
2. Thence 11.82 feet along the arc of a circular curve concave northeast having a radius of 50.00 feet through a central angle of 13°32'42" and being subtended by a chord which bears South 58°28'38" East 11.79 feet;
3. Thence South 14°16'43" East 15.73 feet;
4. Thence 19.66 feet along the arc of a non-tangential circular curve concave north having a radius of 63.00 feet through a central angle of 17°52'38" and being subtended by a chord which bears South 83°13'56" East 19.58 feet;

Thence leaving said boundary South 02°10'16" East 41.95 feet;

Thence South 16°03'37" West 93.78 feet to the POINT OF BEGINNING.

Containing 0.41 acres more or less.

Subject to easements and restrictions of record.

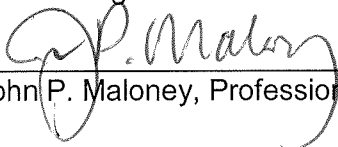
Bearings are based on the west line of said Tract C-2, being South 05°55'20" East.

Certificate of authorization #LB-43.

WilsonMiller, Inc.

Registered Engineers and Land Surveyors

By:


John P. Maloney, Professional Surveyor and Mapper #LS4493

Date January 4, 2012

LEGAL DESCRIPTION
Of part of Tract FD-1,
Vercelli, Plat Book 48, pages 11-14,
Collier County, Florida.
**Coach Homes I at Treviso Bay, a Phase Condominium
Phase 26**

All that part of Tract FD-1, according to the plat of Vercelli, Plat Book 48, pages 11-14, of the public records of Collier County, Florida, being more particularly described as follows;

Commencing at the southerlymost corner of Tract C-2, according to said plat of Vercelli;

Thence South 55°03'51" West 238.12 feet to a point on the 40' access, drainage and public utility easement according to said plat of Vercelli and the POINT OF

BEGINNING:

Thence leaving said easement South 21°34'32" West 94.63 feet;

Thence South 80°01'37" West 116.18 feet;

Thence North 51°44'20" West 114.87 feet to a point on the boundary of said Tract FD-1;

Thence along said boundary 21.83 feet along the arc of a non-tangential circular curve concave west having a radius of 50.00 feet through a central angle of 25°01'13" and being subtended by a chord which bears North 03°35'27" West 21.66 feet;

Thence leaving said boundary North 45°49'09" East 189.64 feet to a point on said easement;

Thence along said easement in the following two (2) described courses:

1. 81.17 feet along the arc of a non-tangential circular curve concave southwest having a radius of 105.00 feet through a central angle of 44°17'25" and being subtended by a chord which bears South 28°42'21" East 79.16 feet to a point of reverse curvature;
2. Thence 92.32 feet along the arc of a circular curve concave northeast having a radius of 55.00 feet through a central angle of 96°10'17" and being subtended by a chord which bears South 54°38'47" East 81.86 feet to the POINT OF BEGINNING.

Containing 0.70 acres more or less.

Subject to easements and restrictions of record.

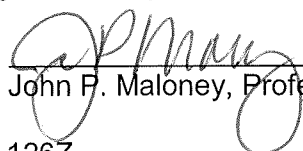
Bearings are based on the west line of said Tract C-2, being South 05°55'20" East.

Certificate of authorization #LB-43.

WilsonMiller, Inc.

Registered Engineers and Land Surveyors

By:



John P. Maloney, Professional Surveyor and Mapper #LS4493

Date January 4, 2012

2D-126Z

Not valid unless embossed with the Professional's seal.

**COACH HOMES I AT TREVISO BAY,
A PHASE CONDOMINIUM, PHASE 26**

GENERAL NOTES:

BEARINGS ARE BASED ON THE WEST LINE OF TRACT C-2, OF SAID PLAT OF VERCELLI, BEING SOUTH 09°35'20" EAST.

UNLESS A COMPARISON IS MADE, MEASURED BEARINGS AND DISTANCES ARE IN FEET AND DECIMALS THEREOF.

DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.

DIMENSIONS ALONG CURVES ARE: Δ = DELTA, L = ARC LENGTH, R = CHORD DISTANCE, T = TANGENT, R = RADIUS.

P.O.C. = POINT OF COMMENCEMENT

P.O.B. = POINT OF BEGINNING

P.O.T. = POINT OF TANGENCY

C.U.E. = DRAINAGE EASEMENT, P.U.E. = PUBLIC UTILITY EASEMENT, C.C.U.E. = COLLIER COUNTY UTILITY EASEMENT

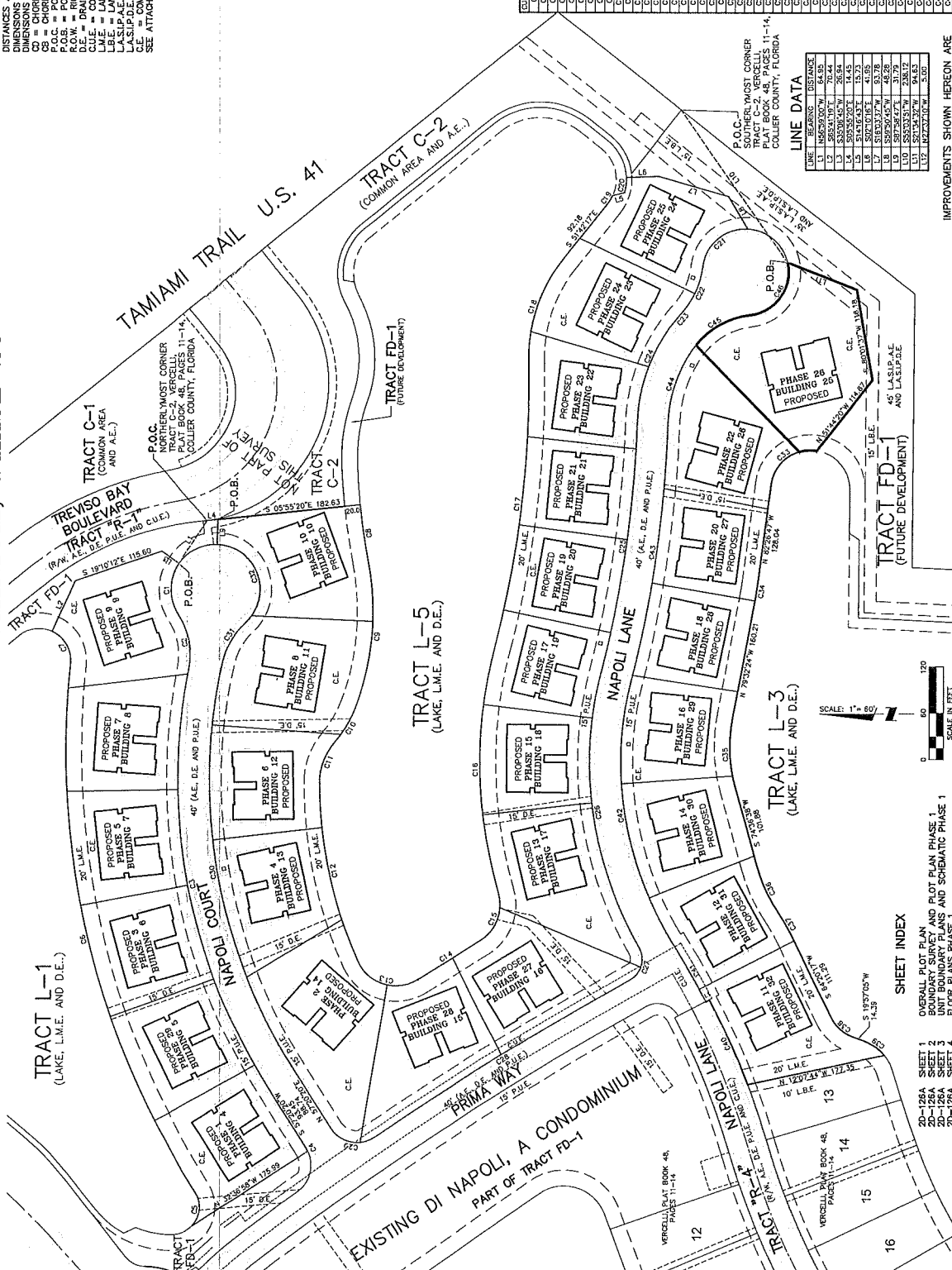
L.M.E. = LAKE MAINTENANCE EASEMENT

L.A.S.P.A.E. = LIFT AREA STORMWATER IMPROVEMENT PLAN ACCESS EASEMENT

L.A.S.P.D.E. = LIFT AREA STORMWATER IMPROVEMENT PLAN DRAINAGE EASEMENT

S.A.T.O.R.F.E. = SURFACE AREA TRIMMING EASEMENT

S.A.T.O.R.F.E. = SURFACE AREA TRIMMING EASEMENT

[illegible]

LINE	BEARING	DISTANCE
L1	N45°59'00"W	64.95
L2	S69°41'19"E	70.44
L3	S63°55'45"W	26.94
L4	S05°55'20"E	14.45
L5	S14°46'43"E	15.73
L6	S02°01'16"E	41.95
L7	N16°13'37"W	93.78
L8	S39°30'45"W	48.28
L9	S87°58'47"E	31.79
L10	S53°03'51"W	238.12
L11	S21°34'32"W	94.63

IMPROVEMENTS SHOWN HEREON ARE PROPOSED UNLESS OTHERWISE NOTED

DESCRIPTION: OVERALL PLOT PLAN,
COACH HOMES I AT TREVISIO BAY,
A PHASE CONDOMINIUM, PHASE 26
OF PART OF TRACT F0-1, VERCELLI,
PLAT BOOK 48, PAGES 11-14, CO. LUFER COUNTY, FLORIDA

Wilson Miller Stantec
3200 Bailey Ln., Suite 200, Naples, Florida 34105
Phone 239-646-4240 • Fax 239-643-5776 • Web-580 www.wilsonmiller.com

APPROVED: *[Signature]*

ALLS	EMP. NO.	NO.	DAY	Y
	453	01	03	1
	275	01	03	1

ACTIVITY:	
RESEARCH:	
FIELD WORK/CREW CHIEF:	
DRAFTED:	
DRAWN BY:	

[illegible]

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100
---	---	---	---	---	---	---	---	---	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	-----

(continued)

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100	101	102	103	104	105	106	107	108	109	110	111	112	113	114	115	116	117	118	119	120	121	122	123	124	125	126	127	128	129	130	131	132	133	134	135	136	137	138	139	140	141	142	143	144	145	146	147	148	149	150	151	152	153	154	155	156	157	158	159	160	161	162	163	164	165	166	167	168	169	170	171	172	173	174	175	176	177	178	179	180	181	182	183	184	185	186	187	188	189	190	191	192	193	194	195	196	197	198	199	200	201	202	203	204	205	206	207	208	209	210	211	212	213	214	215	216	217	218	219	220	221	222	223	224	225	226	227	228	229	230	231	232	233	234	235	236	237	238	239	240	241	242	243	244	245	246	247	248	249	250	251	252	253	254	255	256	257	258	259	260	261	262	263	264	265	266	267	268	269	270	271	272	273	274	275	276	277	278	279	280	281	282	283	284	285	286	287	288	289	290	291	292	293	294	295	296	297	298	299	300	301	302	303	304	305	306	307	308	309	310	311	312	313	314	315	316	317	318	319	320	321	322	323	324	325	326	327	328	329	330	331	332	333	334	335	336	337	338	339	340	341	342	343	344	345	346	347	348	349	350	351	352	353	354	355	356	357	358	359	360	361	362	363	364	365	366	367	368	369	370	371	372	373	374	375	376	377	378	379	380	381	382	383	384	385	386	387	388	389	390	391	392	393	394	395	396	397	398	399	400	401	402	403	404	405	406	407	408	409	410	411	412	413	414	415	416	417	418	419	420	421	422	423	424	425	426	427	428	429	430	431	432	433	434	435	436	437	438	439	440	441	442	443	444	445	446	447	448	449	450	451	452	453	454	455	456	457	458	459	460	461	462	463	464	465	466
---	---	---	---	---	---	---	---	---	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----

LEGAL DESCRIPTION
Of part of Tract FD-1,
Vercelli, Plat Book 48, pages 11-14,
Collier County, Florida.
**Coach Homes I at Treviso Bay, a Phase Condominium
Phase 27**

All that part of Tract FD-1, according to the plat of Vercelli, Plat Book 48, pages 11-14, of the public records of Collier County, Florida, being more particularly described as follows;

Commencing at the northerlymost corner of Tract C-2, according to said plat of Vercelli;

Thence South $60^{\circ}31'26''$ West 639.56 feet to a point on the boundary of said Tract FD-1 and the POINT OF BEGINNING:

Thence along said boundary in the following two (2) described courses:

1. 41.43 feet along the arc of a circular curve concave southwest having a radius of 4,871.91 feet through central angle of $00^{\circ}29'14''$ and being subtended by a chord which bears South $31^{\circ}28'14''$ East 41.43 feet to a point of reverse curvature;
2. Thence 50.59 feet along the arc of a circular curve concave northeast having a radius of 53.00 feet through a central angle of $54^{\circ}41'23''$ and being subtended by a chord which bears South $58^{\circ}34'18''$ East 48.69 feet;

Thence leaving said boundary South $22^{\circ}26'25''$ West 194.41 feet to a point on the 40' access, drainage and public utility easement according to said plat of Vercelli;

Thence along said easement in the following two (2) described courses:

1. 21.45 feet along the arc of a non-tangential circular curve concave northeast having a radius of 30.00 feet through a central angle of $40^{\circ}58'30''$ and being subtended by a chord which bears North $50^{\circ}02'14''$ West 21.00 feet to a point of reverse curvature;
2. Thence 190.89 feet along the arc of a circular curve concave southwest having a radius of 4,732.91 feet through a central angle of $02^{\circ}18'39''$ and being subtended by a chord which bears North $30^{\circ}42'18''$ West 190.88 feet;

Thence leaving said easement North $63^{\circ}14'59''$ East 139.53 feet to the POINT OF BEGINNING.

Containing 0.52 acres more or less.

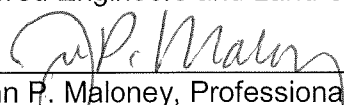
Subject to easements and restrictions of record.

Bearings are based on the west line of said Tract C-2, being South $05^{\circ}55'20''$ East.

Certificate of authorization #LB-43.

WilsonMiller, Inc.

Registered Engineers and Land Surveyors

By:  Date January 4, 2012
John P. Maloney, Professional Surveyor and Mapper #LS4493

2D-126AA

Not valid unless embossed with the Professional's seal.

LEGAL DESCRIPTION
Of part of Tract FD-1,
Vercelli, Plat Book 48, pages 11-14,
Collier County, Florida.
**Coach Homes I at Treviso Bay, a Phase Condominium
Phase 28**

All that part of Tract FD-1, according to the plat of Vercelli, Plat Book 48, pages 11-14, of the public records of Collier County, Florida, being more particularly described as follows;

Commencing at the northerlymost corner of Tract C-2, according to said plat of Vercelli;

Thence South 68°37'33" West 634.98 feet to a point on the boundary of said Tract FD-1 and the POINT OF BEGINNING:

Thence along said boundary in the following two (2) described courses:

1. 40.99 feet along the arc of a circular curve concave east having a radius of 53.00 feet through central angle of 44°18'50" and being subtended by a chord which bears South 10°09'59" East 39.98 feet to a point of reverse curvature;
2. Thence 51.81 feet along the arc of a circular curve concave southwest having a radius of 4,871.91 feet through a central angle of 00°36'34" and being subtended by a chord which bears South 32°01'08" East 51.81 feet;

Thence leaving said boundary South 63°14'59" West 139.53 feet to a point on the 40' access, drainage and public utility easement according to said plat of Vercelli;

Thence along said easement in the following two (2) described courses:

1. 192.36 feet along the arc of a non-tangential circular curve concave southwest having a radius of 4,732.91 feet through a central angle of 02°19'43" and being subtended by a chord which bears North 33°01'29" West 192.35 feet to a point of reverse curvature;
2. Thence 19.75 feet along the arc of a circular curve concave east having a radius of 40.00 feet through a central angle of 28°17'10" and being subtended by a chord which bears North 20°02'46" West 19.55 feet;

Thence leaving said easement South 80°33'02" East 204.37 feet to the POINT OF BEGINNING.

Containing 0.51 acres more or less.


Subject to easements and restrictions of record.

Bearings are based on the west line of said Tract C-2, being South 05°55'20" East.

Certificate of authorization #LB-43.

WilsonMiller, Inc.

Registered Engineers and Land Surveyors

By:  Date January 4, 2012
John P. Maloney, Professional Surveyor and Mapper #LS4493

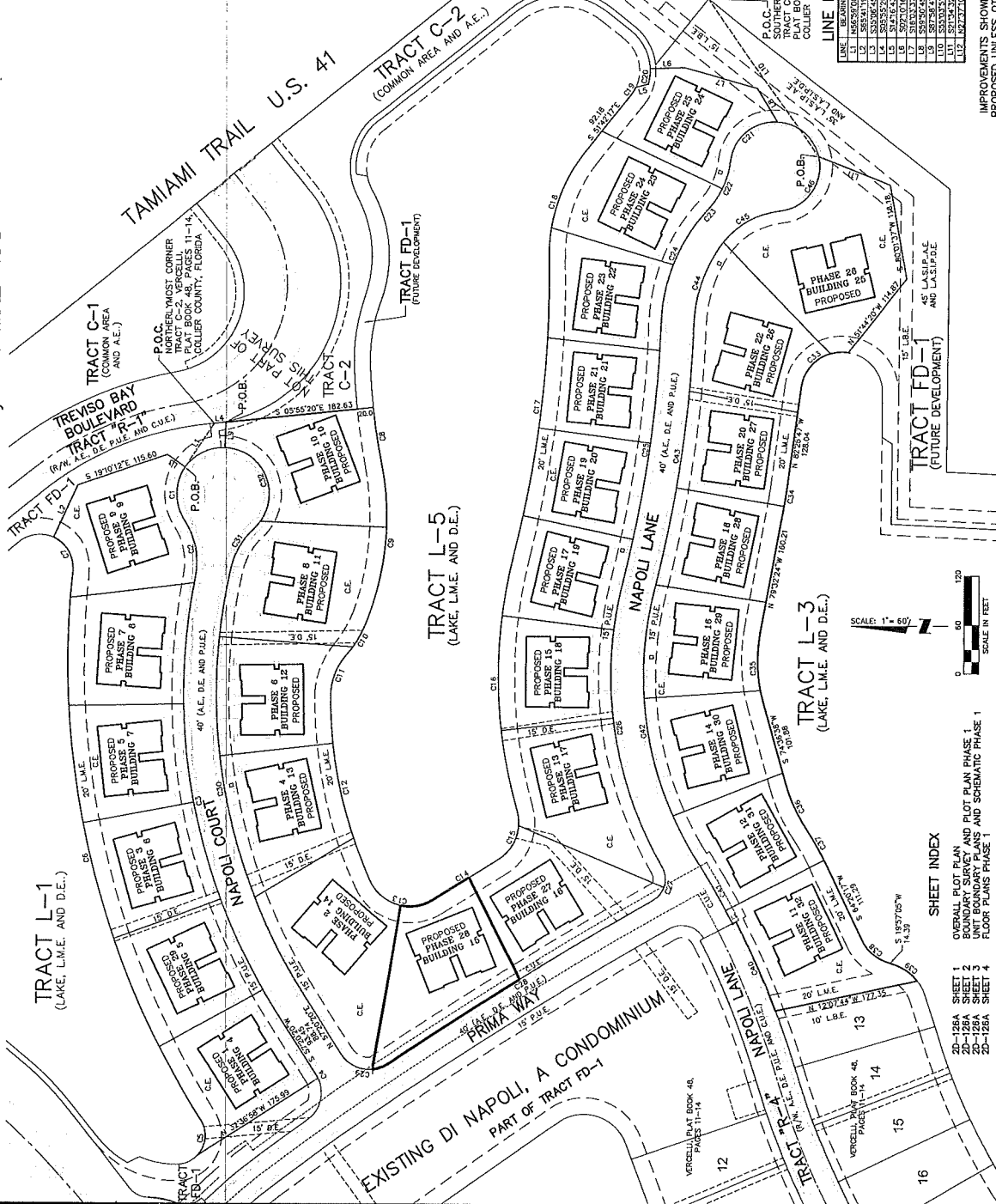
2D-126AB

Not valid unless embossed with the Professional's seal.

COACH HOMES I AT TREVISO BAY, A PHASE CONDOMINIUM, PHASE 28

GENERAL NOTES:

1. BEARINGS ARE BASED ON THE NEXT LINE OF TRACT C-2, OF SAID PLAT OF VECCELLI, BEING SOUTH 05°55'20" EAST.
2. UNLESS A COMPARISON IS MADE, MEASURED BEARINGS AND DISTANCES ARE IDENTICAL WITH PLAT VALUES.
3. ALL DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.
4. DIMENSIONS ALONG CURVES ARE: DELTA = CHORD LENGTH, CD = CHORD DISTANCE, T = TANGENT, R = RADIUS.
5. P.O.B. = POINT OF BEGINNING.
6. P.O.C. = POINT OF CURVATURE.
7. R.O.W. = RIGHT-OF-WAY, A.E. = ACCESS EASEMENT, L.M.E. = LAKE MAINTENANCE EASEMENT, C.U.E. = COLLIER COUNTY UTILITY EASEMENT.
8. L.M.E. = LANDSCAPE BUFFER EASEMENT.
9. L.A.S.I.P.D.E. = LEFT AREA STORMWATER IMPROVEMENT PLAN DRAINAGE EASEMENT.
10. C.E. = COMMON ELEMENT, L.C.E. = LIMITED COMMON ELEMENT.
11. SEE ATTACHED FOR LEGAL DESCRIPTION.



CURVE DATA

CURVE	DELTA	RADIUS	LENGTH	TANGENT	CHORD BEARING	CHORD DIST.
C1	69°24'53"	37.00	68.72	35.23	N89°25'37"W	64.63
C2	42°58'35"	75.00	536.03	292.50	S79°18'27"E	542.51
C3	42°58'35"	75.00	536.03	292.50	S79°18'27"E	542.51
C4	63°35'35"	40.00	4.23	2.12	S80°22'18"W	4.23
C5	30°31'41"	125.00	706.08	366.97	S65°35'11"E	692.84
C6	77°41'00"	40.00	50.04	28.89	N60°20'12"E	46.84
C7	77°41'00"	40.00	50.04	28.89	N60°20'12"E	46.84
C8	77°41'00"	40.00	50.04	28.89	N60°20'12"E	46.84
C9	77°41'00"	40.00	50.04	28.89	N60°20'12"E	46.84
C10	34°32'51"	83.77	53.75	26.15	N67°20'08"W	49.88
C11	34°32'51"	83.77	53.75	26.15	N67°20'08"W	49.88
C12	34°32'51"	83.77	53.75	26.15	N67°20'08"W	49.88
C13	34°32'51"	83.77	53.75	26.15	N67°20'08"W	49.88
C14	105°48'	48.71	91.24	46.62	N13°46'11"W	51.74
C15	105°48'	48.71	91.24	46.62	N13°46'11"W	51.74
C16	105°48'	48.71	91.24	46.62	N13°46'11"W	51.74
C17	105°48'	48.71	91.24	46.62	N13°46'11"W	51.74
C18	105°48'	48.71	91.24	46.62	N13°46'11"W	51.74
C19	105°48'	48.71	91.24	46.62	N13°46'11"W	51.74
C20	105°48'	48.71	91.24	46.62	N13°46'11"W	51.74
C21	60°28'22"	55.00	62.89	31.41	N40°07'05"W	75.12
C22	60°28'22"	55.00	62.89	31.41	N40°07'05"W	75.12
C23	60°28'22"	55.00	62.89	31.41	N40°07'05"W	75.12
C24	60°28'22"	55.00	62.89	31.41	N40°07'05"W	75.12
C25	60°28'22"	55.00	62.89	31.41	N40°07'05"W	75.12
C26	60°28'22"	55.00	62.89	31.41	N40°07'05"W	75.12
C27	60°28'22"	55.00	62.89	31.41	N40°07'05"W	75.12
C28	60°28'22"	55.00	62.89	31.41	N40°07'05"W	75.12
C29	60°28'22"	55.00	62.89	31.41	N40°07'05"W	75.12
C30	60°28'22"	55.00	62.89	31.41	N40°07'05"W	75.12
C31	60°28'22"	55.00	62.89	31.41	N40°07'05"W	75.12
C32	60°28'22"	55.00	62.89	31.41	N40°07'05"W	75.12
C33	60°28'22"	55.00	62.89	31.41	N40°07'05"W	75.12
C34	60°28'22"	55.00	62.89	31.41	N40°07'05"W	75.12
C35	60°28'22"	55.00	62.89	31.41	N40°07'05"W	75.12
C36	60°28'22"	55.00	62.89	31.41	N40°07'05"W	75.12
C37	60°28'22"	55.00	62.89	31.41	N40°07'05"W	75.12
C38	60°28'22"	55.00	62.89	31.41	N40°07'05"W	75.12
C39	60°28'22"	55.00	62.89	31.41	N40°07'05"W	75.12
C40	60°28'22"	55.00	62.89	31.41	N40°07'05"W	75.12
C41	60°28'22"	55.00	62.89	31.41	N40°07'05"W	75.12
C42	60°28'22"	55.00	62.89	31.41	N40°07'05"W	75.12
C43	60°28'22"	55.00	62.89	31.41	N40°07'05"W	75.12
C44	60°28'22"	55.00	62.89	31.41	N40°07'05"W	75.12
C45	60°28'22"	55.00	62.89	31.41	N40°07'05"W	75.12
C46	60°28'22"	55.00	62.89	31.41	N40°07'05"W	75.12

LINE DATA

LINE	BEARING	DISTANCE
L1	N89°25'37"W	64.63
L2	S79°18'27"E	542.51
L3	S79°18'27"E	542.51
L4	S65°35'11"E	692.84
L5	N60°20'12"E	46.84
L6	N60°20'12"E	46.84
L7	N60°20'12"E	46.84
L8	N60°20'12"E	46.84
L9	N60°20'12"E	46.84
L10	N60°20'12"E	46.84
L11	N60°20'12"E	46.84
L12	N60°20'12"E	46.84
L13	N60°20'12"E	46.84
L14	N60°20'12"E	46.84
L15	N60°20'12"E	46.84
L16	N60°20'12"E	46.84
L17	N60°20'12"E	46.84
L18	N60°20'12"E	46.84
L19	N60°20'12"E	46.84
L20	N60°20'12"E	46.84
L21	N60°20'12"E	46.84
L22	N60°20'12"E	46.84
L23	N60°20'12"E	46.84
L24	N60°20'12"E	46.84
L25	N60°20'12"E	46.84
L26	N60°20'12"E	46.84
L27	N60°20'12"E	46.84
L28	N60°20'12"E	46.84
L29	N60°20'12"E	46.84
L30	N60°20'12"E	46.84
L31	N60°20'12"E	46.84
L32	N60°20'12"E	46.84
L33	N60°20'12"E	46.84
L34	N60°20'12"E	46.84
L35	N60°20'12"E	46.84
L36	N60°20'12"E	46.84
L37	N60°20'12"E	46.84
L38	N60°20'12"E	46.84
L39	N60°20'12"E	46.84
L40	N60°20'12"E	46.84
L41	N60°20'12"E	46.84
L42	N60°20'12"E	46.84
L43	N60°20'12"E	46.84
L44	N60°20'12"E	46.84
L45	N60°20'12"E	46.84
L46	N60°20'12"E	46.84
L47	N60°20'12"E	46.84
L48	N60°20'12"E	46.84
L49	N60°20'12"E	46.84
L50	N60°20'12"E	46.84
L51	N60°20'12"E	46.84
L52	N60°20'12"E	46.84
L53	N60°20'12"E	46.84
L54	N60°20'12"E	46.84
L55	N60°20'12"E	46.84
L56	N60°20'12"E	46.84
L57	N60°20'12"E	46.84
L58	N60°20'12"E	46.84
L59	N60°20'12"E	46.84
L60	N60°20'12"E	46.84
L61	N60°20'12"E	46.84
L62	N60°20'12"E	46.84
L63	N60°20'12"E	46.84
L64	N60°20'12"E	46.84
L65	N60°20'12"E	46.84
L66	N60°20'12"E	46.84
L67	N60°20'12"E	46.84
L68	N60°20'12"E	46.84
L69	N60°20'12"E	46.84
L70	N60°20'12"E	46.84
L71	N60°20'12"E	46.84
L72	N60°20'12"E	46.84
L73	N60°20'12"E	46.84
L74	N60°20'12"E	46.84
L75	N60°20'12"E	46.84
L76	N60°20'12"E	46.84
L77	N60°20'12"E	46.84
L78	N60°20'12"E	46.84
L79	N60°20'12"E	46.84
L80	N60°20'12"E	46.84
L81	N60°20'12"E	46.84
L82	N60°20'12"E	46.84
L83	N60°20'12"E	46.84
L84	N60°20'12"E	46.84
L85	N60°20'12"E	46.84
L86	N60°20'12"E	46.84
L87	N60°20'12"E	46.84
L88	N60°20'12"E	46.84
L89	N60°20'12"E	46.84
L90	N60°20'12"E	46.84
L91	N60°20'12"E	46.84
L92	N60°20'12"E	46.84
L93	N60°20'12"E	46.84
L94	N60°20'12"E	46.84
L95	N60°20'12"E	46.84
L96	N60°20'12"E	46.84
L97	N60°20'12"E	46.84
L98	N60°20'12"E	46.84
L99	N60°20'12"E	46.84
L100	N60°20'12"E	46.84

IMPROVEMENTS SHOWN HEREON ARE
PROPOSED UNLESS OTHERWISE NOTED

OVERALL PLOT PLAN,
COACH HOMES I AT TREVISO BAY,
A PHASE CONDOMINIUM, PHASE 28

PLAT BOOK 48, PAGES 11-14, COLLIER COUNTY, FLORIDA

Wilson Miller & Stantec
300 Bay Lk. Suite 200, Naples, Florida 34105
Phone 239-438-1111
Certificate of Authorization No. FL-00000000

Stantec
300 Bay Lk. Suite 200, Naples, Florida 34105
Phone 239-438-1111
Certificate of Authorization No. FL-00000000

DATE: 11/11/2012
BY: J. ALONSO
CHECKED: J. ALONSO
APPROVED: J. ALONSO

PROJECT: COACH HOMES I AT TREVISO BAY, A PHASE CONDOMINIUM, PHASE 28
SHEET: 28 OF 28
DATE: 11/11/2012

11/11/2012

LEGAL DESCRIPTION
Of part of Tract FD-1,
Vercelli, Plat Book 48, pages 11-14,
Collier County, Florida.
**Coach Homes I at Treviso Bay, a Phase Condominium
Phase 29**

All that part of Tract FD-1, according to the plat of Vercelli, Plat Book 48, pages 11-14, of the public records of Collier County, Florida, being more particularly described as follows;

Commencing at the northerlymost corner of Tract C-2, according to said plat of Vercelli;

Thence North 79°11'17" West 644.54 feet to a point on the boundary of said Tract FD-1 and the POINT OF BEGINNING;

Thence leaving said boundary South 20°29'36" East 139.54 feet to a point on the 40' access, drainage and public utility easement according to said plat of Vercelli;

Thence along said easement 123.15 feet along the arc of a non-tangential circular curve concave southeast having a radius of 725.00 feet through a central angle of 09°43'55" and being subtended by a chord which bears South 64°37'54" West 123.00 feet;

Thence leaving said easement North 28°58'06" West 145.46 feet to a point on the boundary of said Tract FD-1;

Thence along said boundary 144.23 feet along the arc of a non-tangential circular curve concave southeast having a radius of 1,050.00 feet through a central angle of 07°52'14" and being subtended by a chord which bears North 67°04'28" East 144.12 feet to the POINT OF BEGINNING.

Containing 0.44 acres more or less.

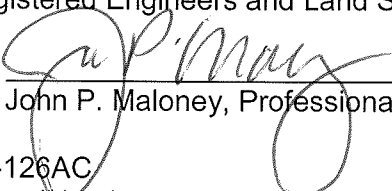
Subject to easements and restrictions of record.

Bearings are based on the west line of said Tract C-2, being South 05°55'20" East.

Certificate of authorization #LB-43.

WilsonMiller, Inc.

Registered Engineers and Land Surveyors

By:  Date January 4, 2012
John P. Maloney, Professional Surveyor and Mapper #LS4493

2D-126AC

Not valid unless embossed with the Professional's seal.

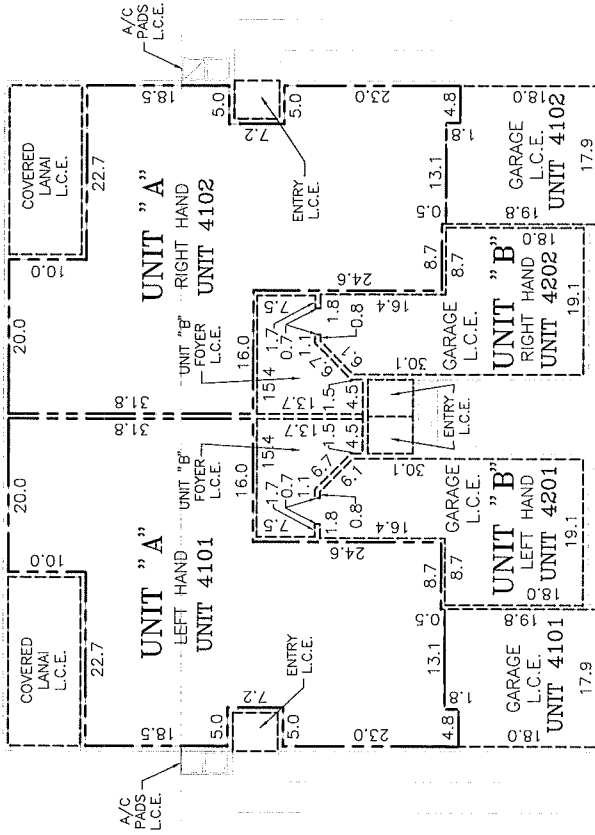
EXHIBIT 2

**PLOT PLAN, BUILDING PLANS AND FLOOR PLANS
WITH SURVEYOR'S CERTIFICATE**

**COACH HOMES I AT TREVISO BAY, A PHASE CONDOMINIUM
GENERAL NOTES**

- 3.12. UNITS. THE CONDOMINIUM WILL CONTAINS A TOTAL OF ONE HUNDRED SIXTEEN (116) UNITS IF ALL PHASES ARE SUBMITTED, WHICH ARE LOCATED AND INDIVIDUALLY DESCRIBED HEREIN. THE BOUNDARIES OF EACH UNIT ARE AS FOLLOWS:
- 3.12.1. UPPER AND LOWER BOUNDARIES. THE UPPER AND LOWER BOUNDARIES OF THE UNIT SHALL BE THE FOLLOWING BOUNDARIES EXTENDED TO AN INTERSECTION WITH THE PERIMETRICAL BOUNDARIES;
- 3.12.1.1. UPPER BOUNDARIES. THE HORIZONTAL PLANE OF THE LOWEST SURFACE OF THE UNFINISHED CEILING SLAB.
- 3.12.1.2. LOWER BOUNDARIES. THE HORIZONTAL PLANE OF THE HIGHEST SURFACE OF THE UNFINISHED FLOOR SLAB AND THE INTERIOR STAIRWAY SERVING EACH SECOND FLOOR UNIT.
- 3.12.1.3. INTERIOR WALLS. NO PART OF THE NON-STRUCTURAL INTERIOR PARTITION WALLS WITHIN A UNIT SHALL BE CONSIDERED PART OF THE BOUNDARY OF A UNIT.
- 3.12.2. PERIMETRICAL BOUNDARIES. THE PERIMETRICAL BOUNDARIES OF THE UNIT SHALL BE THE VERTICAL PLANES OF THE BOUNDARY LINES DEFINED AND DEPICTED HEREIN, EXTENDED TO AN INTERSECTION WITH EACH OTHER AND WITH THE UPPER AND LOWER BOUNDARIES. ANY NON-LOADBEARING PORTION OF A PERIMETER WALL INSIDE THE PERIMETRICAL BOUNDARY OF A UNIT SHALL BE DEEMED A PART OF THE UNIT.
- 3.12.3. CERTAIN ITEMS EXCLUSIVELY SERVING A UNIT. IN ADDITION TO THE AREA WITHIN THE PERIMETRICAL AND UPPER AND LOWER BOUNDARIES DESCRIBED ABOVE, EACH UNIT SHALL BE DEEMED TO INCLUDE WITHIN ITS BOUNDARIES THE AIR HANDLING EQUIPMENT (LOCATED ON THE LAND ADJACENT TO THE BUILDING) EXCLUSIVELY SERVING THE UNIT AND ALL FOYERS DOORS, SCREEN DOORS, SCREEN WINDOWS, WINDOWS, GLASS AND ANY OTHER MATERIALS COVERING OPENINGS IN THE EXTERIOR OF THE UNIT, WHICH SERVE THE UNIT EXCLUSIVELY; PROVIDED HOWEVER SCREENING WITHIN THE BOUNDARIES OF A LIMITED COMMON ELEMENT FORMING PART OF A SCREENED PATIO SHALL BE DEEMED A LIMITED COMMON ELEMENT AND SHALL NOT FORM A PART OF A UNIT.
- 3.12.4. COVERED SCREEN LANAIS, DRIVEWAYS AND GARAGES. COVERED SCREENED LANAIS, DRIVEWAYS AND GARAGES, IF ANY SHALL NOT FORM A PART OF A UNIT AS SUCH AREAS ARE LIMITED COMMON ELEMENTS.
- 3.12.5. HEATING/AIR CONDITIONING EQUIPMENT AND WATER HEATER. THE HEATING/AIR CONDITIONING EQUIPMENT AND WATER HEATER SERVING A UNIT SHALL FORM A PART OF THE UNIT WHERE SUCH EQUIPMENT IS LOCATED. THE MAINTENANCE OF ANY SUCH EQUIPMENT SHALL BE THE SOLE RESPONSIBILITY OF THE UNIT BEING SERVED.
- 3.12.6. EXCEPTIONS. ANY PIPING, WIRING, DUCTS OR OTHER UTILITY INSTALLATIONS WHICH ARE LOCATED WITHIN ONE UNIT BUT WHICH SERVICE OTHER UNITS OR THE COMMON ELEMENTS AND THE REINFORCED CONCRETE PORTIONS OF ANY LOAD-BEARING COLUMNS OR WALLS WITHIN A UNIT SHALL BE COMMON ELEMENTS.
- 3.12.7. ENTRANCES. THE ENTRANCE OF EACH UNIT, AS SHOWN HEREIN, SHALL BE A LIMITED COMMON ELEMENT OF THE UNIT WHICH SUCH ENTRANCE EXCLUSIVELY SERVES.
- 3.12.8. GENERAL. IN CASES NOT SPECIFICALLY COVERED ABOVE, AND/OR IN ANY CASE OF CONFLICT OR AMBIGUITY, THE SURVEY OF THE UNITS SHALL CONTROL IN DETERMINING THE BOUNDARIES OF A UNIT, EXCEPT THAT THE PROVISIONS OF SECTIONS 3.12.1 AND 3.12.2 ABOVE SHALL CONTROL UNLESS SPECIFICALLY DEPICTED AND LABELED OTHERWISE ON SUCH SURVEY.
- 3.13. COMMONS ELEMENTS. THE COMMON ELEMENTS INCLUDE:
- 3.13.1. THE PORTIONS OF THE CONDOMINIUM PROPERTY WHICH ARE NOT INCLUDED WITHIN THE UNITS.
- 3.13.2. EASEMENTS THROUGH UNITS FOR CONDUITS, DUCTS, PLUMBING, PIPES, WIRING AND OTHER FACILITIES FOR THE FURNISHING OF UTILITIES AND OTHER SERVICES TO UNITS AND COMMON ELEMENTS.
- 3.13.3. AN EASEMENT OF SUPPORT IN EVERY PORTION OF THE UNIT WHICH CONTRIBUTES TO THE SUPPORT OF THE BUILDING.
- 3.13.4. THE PROPERTY AND INSTALLATIONS REQUIRED FOR THE FURNISHINGS OF UTILITIES AND OTHER SERVICES TO MORE THAN ONE UNIT OR TO THE COMMON ELEMENTS.
- 3.13.5. LIMITED COMMON ELEMENTS: PROVIDED HOWEVER, LIMITED COMMON ELEMENTS ARE NOT ACCESSIBLE BY ALL UNIT OWNERS.
- 3.13.6. FIXTURES OWNED OR HELD FOR THE COMMON USE, BENEFIT AND ENJOYMENT OF ALL UNIT OWNERS IN THE CONDOMINIUM.
- 3.13.7. METER ROOMS, ELECTRICAL ROOMS AND MECHANICAL ROOMS, IF ANY.
- 3.14. LIMITED COMMON ELEMENTS. EACH UNIT SHALL HAVE CERTAIN LIMITED COMMON ELEMENTS APPURTENANT THERETO AS FOLLOWS:
- 3.14.1. COVERED SCREENED LANAIS, INTERIOR STAIRWAYS AND FOYERS. COVERED SCREENED LANAIS, INTERIOR STAIRWAYS AND FOYERS WHICH ARE ACCESSIBLE FROM A UNIT SHALL BE LIMITED COMMON ELEMENTS APPURTENANT TO THE UNIT AND FOR THE EXCLUSIVE USE OF THE UNIT OWNER OWNING SUCH UNIT. THERE IS NO GUARANTEE THAT ANY UNIT SHALL HAVE ANY SPECIFIC VIEW.
- 3.14.2. DRIVEWAYS AND GARAGES. EACH UNIT SHALL BE ENTITLED TO THE EXCLUSIVE USE OF ONE (1) TWO (2) CAR GARAGE THAT IS ASSIGNED TO THAT UNIT HEREIN TOGETHER WITH THE EXCLUSIVE RIGHT OF USE OF ANY DRIVEWAY PAVEMENT LEADING TO ANY GARAGE. SUCH GARAGE MAY NOT BE CONVEYED, ASSIGNED OR ENCUMBERED EXCEPT AS AN APPURTENANCE TO THE UNIT WHICH IT IS ASSIGNED.
- 3.14.3. AIR SPACE AND AREA FOR AIR HANDLING COMPRESSOR EQUIPMENT. THE RIGHT OF EXCLUSIVE USE OF THE AIR SPACE AND AREA OF THE LAND ADJACENT TO EACH UNIT (OR ON THE SLAB ADJACENT TO THE UNIT LOCATED BELOW SUCH UNIT WITH RESPECT TO SECOND FLOOR UNITS) OCCUPIED BY THE AIR HANDLING COMPRESSOR EQUIPMENT CONSTITUTING A PART OF AND SERVING A UNIT SHALL BE A LIMITED COMMON ELEMENT APPURTENANT TO THE UNIT.
- 3.14.4. MAILBOXES. EACH UNIT SHALL BE ASSIGNED ONE (1) MAILBOX (EACH A "MAILBOX"). UPON SUCH ASSIGNMENT, THE MAILBOX SO ASSIGNED SHALL BE DEEMED A LIMITED COMMON ELEMENT OF THE UNIT AND THE UNIT OWNER'S RIGHT TO USE SUCH MAILBOX SHALL BECOME AN APPURTENANCE TO THE UNIT. THE EXCLUSIVE USE OF ANY SUCH MAIL BOX MAY NOT BE CONVEYED OR ASSIGNED TO ANOTHER UNIT OR UNIT OWNER.
- 3.14.5. OTHER. ANY OTHER PORTION OF THE COMMON ELEMENTS WHICH, BY ITS NATURE, CANNOT SERVE ALL UNITS BUT SERVES ONE (1) UNIT OR MORE THAN (1) UNIT, SHALL BE DEEMED A LIMITED COMMON ELEMENT OF THE UNIT(S) SERVED AND SHALL BE MAINTAINED BY SUCH OWNER. IN THE EVENT OF ANY DOUBT OR DISPUTE AS TO WHETHER ANY PORTION OF THE COMMON ELEMENTS CONSTITUTES A LIMITED COMMON ELEMENT OR IN THE EVENT OF ANY QUESTIONS AS TO WHICH UNITS ARE SERVED THEREBY, A DECISION SHALL BE MADE BY A MAJORITY VOTE OF THE BOARD AND SHALL BE BINDING AND CONCLUSIVE WHEN SO MADE.

COACH HOMES I AT TREVISO BAY, A PHASE CONDOMINIUM PHASE 1



DRIVE L.C.E. DRIVE L.C.E. DRIVE L.C.E. DRIVE L.C.E.

FIRST FLOOR

GENERAL NOTES:

1. REFER TO DECLARATION OF CONDOMINIUM FOR DEFINITION AND DESIGNATION OF UNIT BOUNDARY.
2. DASHED LINE INDICATES UNIT BOUNDARY.
3. DOTTED LINE INDICATES LIMITED COMMON ELEMENT (L.C.E.) ELEMENT EXTERIOR TO THE UNITS AND LIMITED COMMON ELEMENT (L.C.E.) IS COMMON ELEMENT (C.E.).
4. THERE IS AN AIR CONDITIONING COMPRESSOR LIMITED COMMON ELEMENT (L.C.E.) FOR EACH UNIT LOCATED OUTSIDE OF THE BUILDING. ELEVATIONS ARE BASED ON NATIONAL GEODETIC VERTICAL DATUM, 1929, (NGVD29).
5. THIS EXHIBIT WAS PREPARED FROM ARCHITECTURAL PLANS PREPARED BY: WILSON MILLER & STANTEC 2000 VETERANS BOULEVARD PORT CHARLOTTE, FLORIDA

ACTIVITY	INITIALS	EXP.	DATE	APPROVED:
RESEARCH				
FIELD WORK/CREW CHIEF				
DRAWN BY	LMT	453	01	03
CHECKED BY	JPM	275	01	03
FIELD BOOK/PAGE				

Jan 12, 2012 - 12:18:19

L:\TUTLEVA\2156\active\2156595999\Trevise\CONDO EXHIBITS\20-126A-CONDO-I-SHT-3.dwg

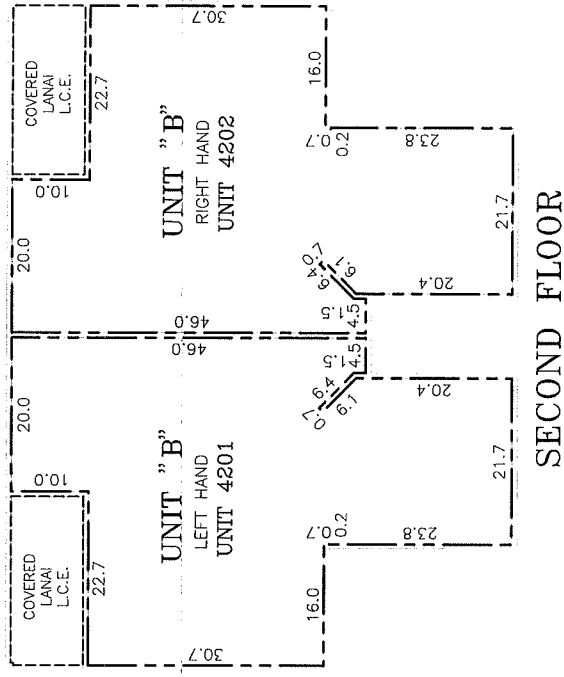
Wilson Miller & Stantec
3200 Bailey Ln, Suite 200, Naples, Florida 34105
Phone 239-649-4000 • Fax 239-649-5716 • Web Site www.wilsonmiller.com
Certificate of Authorization #0-100000000-00000000

DESCRIPTION: FIRST AND SECOND FLOOR
UNIT BOUNDARY PLAN AND SCHEMATIC SECTION
COACH HOMES I AT TREVISO BAY,
A PHASE CONDOMINIUM, PHASE 1
OF PART OF TRACT FD-1, VERCELLI,
PLAT BOOK 48, PAGES 11-14, COLLIER COUNTY, FLORIDA

DATE: 01/12
SCALE: 1"=10'

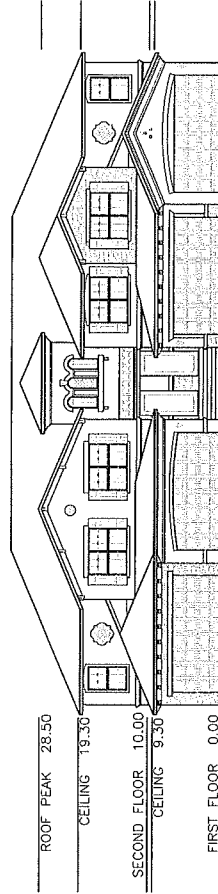
CLIENT: LENNAR HOMES, LLC

PROJECT NO. AND WORK ORDER NO. 215610779
SHEET NUMBER 3 OF 3
FILE NO. 2D-126A



DRIVE L.C.E. DRIVE L.C.E. DRIVE L.C.E. DRIVE L.C.E.

SECOND FLOOR

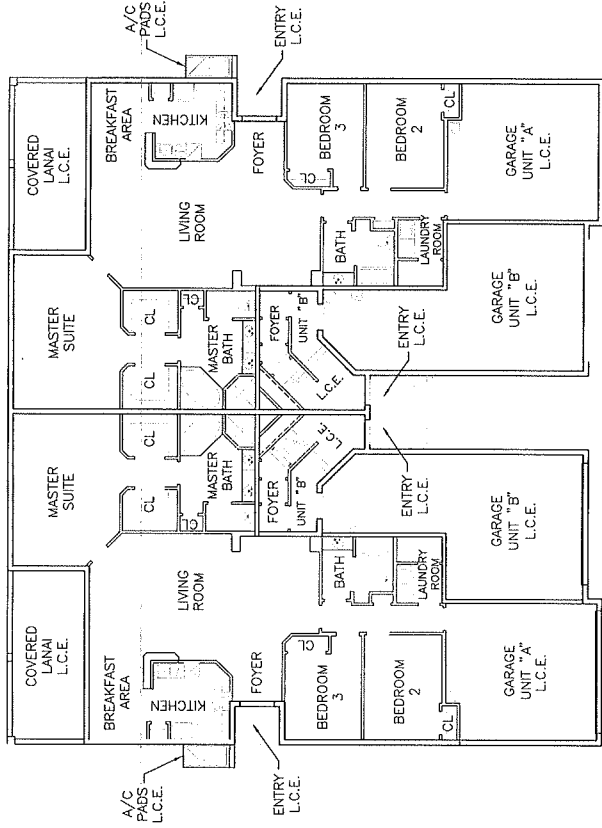


FRONT ELEVATION / SCHEMATIC SECTION

IMPROVEMENTS SHOWN HEREON ARE PROPOSED UNLESS OTHERWISE NOTED

*** NOT A SURVEY ***

COACH HOMES I AT TREVISO BAY, A PHASE CONDOMINIUM PHASE 1



LEFT HAND

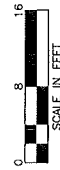
RIGHT HAND

UNIT "A"

FIRST FLOOR

UNIT ROOM SIZE (TYPICAL)

ALL ROOM SIZES ARE APPROXIMATE	
MASTER SUITE	19.8'X 14.4'
LIVING ROOM	18.7'X 16'
DINING ROOM	11.6'X 11.4'
BREAKFAST	10'X 7.5'
KITCHEN	10'X 10'
BEDROOM 2	13.1'X 10.4'
BEDROOM 3	13.1'X 10.1'
BATH	9.2'X 7.2'
MASTER BATH	15.2'X 9.8'
LANAI	22'X 9.3'



SCALE IN FEET

ACTIVITY	INITIALS	EMP. #	NO.	DAY	TR.	APPROVED:
DESIGNER						
PROJECT MANAGER						
CREATED BY						
FIELD BOOK/PAGE						

Wilson Miller Stantec
Phone 238-420-1000
Fax 238-420-1001
www.wilsonmiller.com
Certificate of Authorization A-3 - Florida License #C-000070

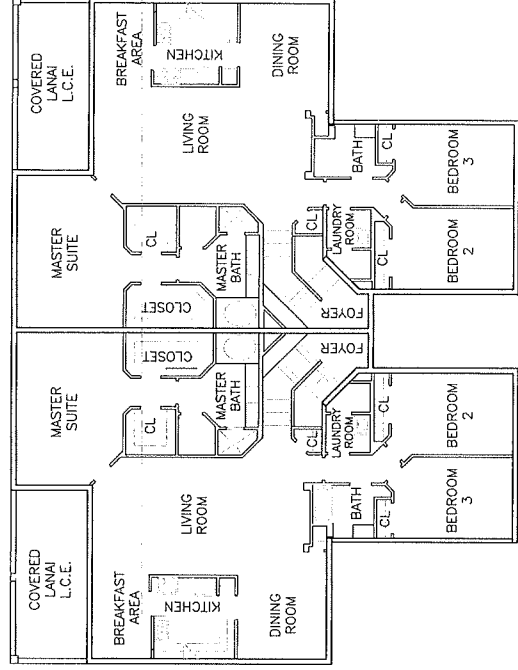
DESCRIPTION:
FLOOR PLANS
COACH HOMES I AT TREVISO BAY,
A PHASE CONDOMINIUM, PHASE 1
OF TRACT FOR PERCELLI
PLAT BOOK 48, PAGES 11-14, COLLIER COUNTY, FLORIDA

DATE: 01/12
SCALE: 1"=10'
SHEET NUMBER: 20-126A

LENNAH HOMES, LLC

PROJECT NO. AND WORK ORDER NO. 215810779
SHEET NUMBER 20-126A

Jun 12, 2012 - 11:14:00 L:\TILE\2158\active\215810779\CONDO EXHIBITS\20-126A-CONDO-1-SHT-4.dwg



LEFT HAND

RIGHT HAND

UNIT "B"

SECOND FLOOR

UNIT ROOM SIZE (TYPICAL)

ALL ROOM SIZES ARE APPROXIMATE	
MASTER SUITE	19.7'X 13.9'
LIVING ROOM	27.5'X 15.2'
DINING ROOM	11'X 10.2'
BREAKFAST	11'X 8'
KITCHEN	10.8'X 10.8'
BEDROOM 2	17.2'X 10.9'
BEDROOM 3	16'X 10.3'
BATH	8'X 7'
MASTER BATH	15.8'X 10'
LANAI	22'X 9.3'

GENERAL NOTES:

1. A/C = AIR CONDITIONING
2. CL = CLOSET
3. L.C.E. = LIMITED COMMON ELEMENT
4. C.E. = COMMON ELEMENT
5. THIS EXHIBIT WAS PREPARED FROM ARCHITECTURAL PLANS PREPARED BY: WOOLF & ASSOCIATES 20020 VETERANS BOULEVARD PORT CHARLOTTE, FLORIDA

IMPROVEMENTS SHOWN HEREON ARE PROPOSED UNLESS OTHERWISE NOTED

*** NOT A SURVEY ***

COACH HOMES I AT TREVISO BAY,
A PHASE CONDOMINIUM
PHASE 2

GENERAL NOTES:

☐ = WATER METER
 ☐ = IRRIGATION METER
 ☐ = FIRE HYDRANT
 ○ = GATE VALVE
 ☐ = WATER STUB-OUT
 ☐ = YARD DRAIN
 ☐ = GRATE INLET
 ☐ = HAND HOLE
 ☐ = LIGHT POLE
 ☐ = ELECTRIC PANEL
 JCS = GAS
 TRANS. = TRANSFORMER
 △ = SANITARY CLEAN-OUT
 ◇ = SANITARY MANHOLE

BEARINGS ARE BASED ON THE WEST LINE OF TRACT C-2, OF SAID PLAT OF VERTICAL BEING SURVEY 075529-20, MEASURED BEARINGS AND DISTANCES UNLESS A COMPARISON IS MADE. ESTIMATED BEARINGS AND DISTANCES ARE IN FEET, AND DECIMALS THEREOF.

DIMENSIONS ALONG CURVES ARE GIVEN AS DELTA L = ARC LENGTH, DELTA R = RADIUS, DELTA T = TANGENT, DELTA C = CHORD, AND DELTA ELEVATIONS ARE BASED ON NATIONAL GEODETIC VERTICAL DATUM.

USERS SHOWN OUTSIDE OF THE LAND DESCRIBED ARE FOR REFERENCE USE ONLY AND WERE NOT SURVEYED.

TAKEN INTO CONSIDERATION IN PREPARING THIS MAP, THE RECORD WAS NOT

P.O.C.
NORTHERLYMOST CORNER
TRACT C-2, VERCELLI,
PLAT BOOK 48,
PAGES 11-14,
COLLIER COUNTY, FLORIDA

U.T.S. = UNITED TELEPHONE SERVICE
P = PLAT, M = MEASURED, C = CALCULATED, F = FIELD
S.I.P. = SET 5/8" IRON PIN WITH CAP STAMPED LB-43 24" LONG
O.F.I.P. = FOUND IRON PIN WITH CAP STAMPED LB-642
S.C.M. = SET 4" X 4" CONCRETE MONUMENT 24" LONG STAMPED LB-642
F.C.M. = FOUND CONCRETE MONUMENT
D.H. = DRILL HOLES
P.K. NAIL = PARKER KYLON NAIL
SEE ATTACHMENTS FOR LEGAL DESCRIPTIONS

F.A. NAIL = PARKER KILON NAIL
SEE ATTACHMENTS FOR LEGAL DESCRIPTIONS

LINE DATA

LINE	BEARING	DISTANCE
11	N57°20'20"E	88.74

IMPROVEMENTS SHOWN HEREON ARE
PROPOSED UNLESS OTHERWISE NOTED

CURVE DATA


CURVE	DELTA	RADIUS	LENGTH	TANGENT	CHORD BEARING	CHORD DIST.
C1	5°49'34"	550.00	55.93	27.99	S68°32'51"W	55.90
C2	53°38'39"	53.00	49.62	26.80	S39°48'44"W	47.83
C3	63°14'31"	40.00	44.15	24.63	N25°43'04"E	41.94
C4	1°10'48"E	685.00	130.77	65.50	N20°25'00"W	130.56

William Miller & Company

LENNAR HOMES, LLC

DESCRIPTION:	PLOT PLAN PHASE 2,		CLIENT:
	COACH HOMES I AT TREVISO BAY,		
	A PHASE CONDOMINIUM		
	DATE:	10/71	
	SCALE:	1" = 20'	
	BEING A PART OF TRACT FD-1, VERCELLI, PLAT BOOK 48,		
	PAGES 11-14, COLLIER COUNTY,		
	FLORIDA		2/2-1758

WilsonMiller Stantec
3200 Bailey Ln., Suite 200, Naples, Florida 34105
Phone 239-648-4040 • Fax 239-643-5778 • Web-Site www.stantec.com
Certificate of Authorization #43 • Florida License #LC-0000070

APPROVED:  JOHN P. MALONEY, P.E. #54483

YR.	DAY	MO.	NO.	EMP.	NO.	YR.
11	20	10	493			11
11	20	10	275			11

ACTIVITY	INIT
RESEARCH	
FIELD WORK/DEW CHIEF	
DRAFTED:	LM
CHECKED BY:	JPN
FIELD BOOK/PAGE	

1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31	32	33	34	35	36	37	38	39	40	41	42	43	44	45	46	47	48	49	50	51	52	53	54	55	56	57	58	59	60	61	62	63	64	65	66	67	68	69	70	71	72	73	74	75	76	77	78	79	80	81	82	83	84	85	86	87	88	89	90	91	92	93	94	95	96	97	98	99	100	101	102	103	104	105	106	107	108	109	110	111	112	113	114	115	116	117	118	119	120	121	122	123	124	125	126	127	128	129	130	131	132	133	134	135	136	137	138	139	140	141	142	143	144	145	146	147	148	149	150	151	152	153	154	155	156	157	158	159	160	161	162	163	164	165	166	167	168	169	170	171	172	173	174	175	176	177	178	179	180	181	182	183	184	185	186	187	188	189	190	191	192	193	194	195	196	197	198	199	200	201	202	203	204	205	206	207	208	209	210	211	212	213	214	215	216	217	218	219	220	221	222	223	224	225	226	227	228	229	230	231	232	233	234	235	236	237	238	239	240	241	242	243	244	245	246	247	248	249	250	251	252	253	254	255	256	257	258	259	260	261	262	263	264	265	266	267	268	269	270	271	272	273	274	275	276	277	278	279	280	281	282	283	284	285	286	287	288	289	290	291	292	293	294	295	296	297	298	299	300	301	302	303	304	305	306	307	308	309	310	311	312	313	314	315	316	317	318	319	320	321	322	323	324	325	326	327	328	329	330	331	332	333	334	335	336	337	338	339	340	341	342	343	344	345	346	347	348	349	350	351	352	353	354	355	356	357	358	359	360	361	362	363	364	365	366	367	368	369	370	371	372	373	374	375	376	377	378	379	380	381	382	383	384	385	386	387	388	389	390	391	392	393	394	395	396	397	398	399	400	401	402	403	404	405	406	407	408	409	410	411	412	413	414	415	416	417	418	419	420	421	422	423	424	425	426	427	428	429	430	431	432	433	434	435	436	437	438	439	440	441	442	443	444	445	446	447	448	449	450	451	452	453	454	455	456	457	458	459	460	461	462	463	464	465	466
---	---	---	---	---	---	---	---	---	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----	-----

[illegible]

1. The first step is to identify the problem or question that needs to be answered. This involves understanding the context and the specific requirements of the task.

2. The second step is to gather relevant information and data. This can involve research, consultation with experts, or collecting data from various sources.

3. The third step is to analyze the information and data collected. This involves identifying patterns, trends, and relationships that can help in understanding the problem.

4. The fourth step is to develop a solution or answer. This involves applying the knowledge and skills gained from the previous steps to create a response that addresses the problem.

5. The fifth step is to evaluate the solution or answer. This involves checking the results against the original problem and requirements to ensure that the solution is effective and accurate.

[illegible]

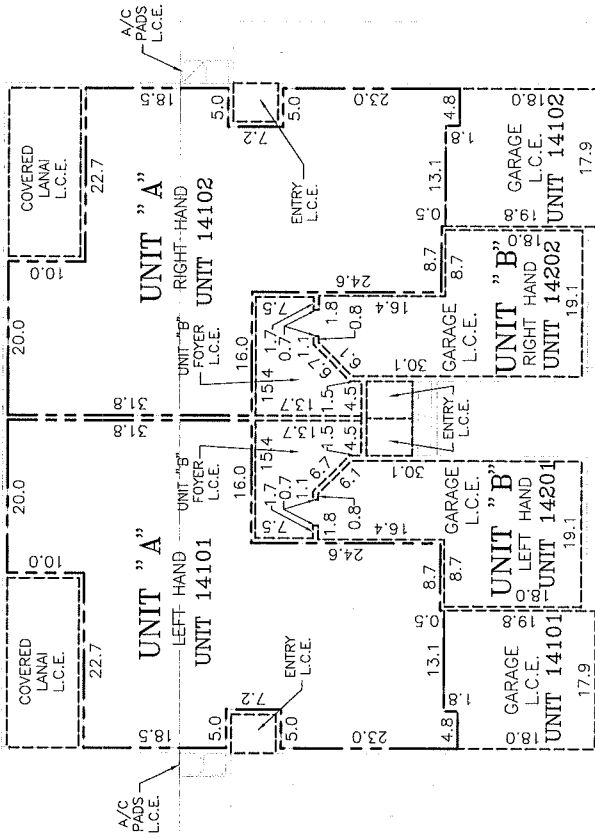
SAMPLE NO.	DATE	TIME	PER DAY/YR	DRAIN BT	CMP NO	RECORDED BY	CMP NO	FIELD BOOK
	Jan 10, 2012	- 14:00:12	LUTTEN: 2156\active\215699099	Trevise \CONDO EXHIBITS\2D-126F--CONDO--SHT-2.dwg				

SAMPLE NO.	DATE	TIME	PER DAY/YR	DRAIN BT	CMP NO	RECORDED BY	CMP NO	FIELD BOOK
	Jan 10, 2012	- 14:00:12	LUTTEN: 2156 active\215699099	Trevise CONDO EXHIBITS\2D-126F--CONDO--SHT-2.dwg				

**COACH HOMES I AT TREVISO BAY, A PHASE CONDOMINIUM
GENERAL NOTES**

- 3.12. UNITS. THE CONDOMINIUM WILL CONTAINS A TOTAL OF ONE HUNDRED SIXTEEN (116) UNITS IF ALL PHASES ARE SUBMITTED, WHICH ARE LOCATED AND INDIVIDUALLY DESCRIBED HEREIN. THE BOUNDARIES OF EACH UNIT ARE AS FOLLOWS:
- 3.12.1. UPPER AND LOWER BOUNDARIES. THE UPPER AND LOWER BOUNDARIES OF THE UNIT SHALL BE THE FOLLOWING BOUNDARIES EXTENDED TO AN INTERSECTION WITH THE PERIMETRICAL BOUNDARIES;
- 3.12.1.1. UPPER BOUNDARIES. THE HORIZONTAL PLANE OF THE LOWEST SURFACE OF THE UNFINISHED CEILING SLAB.
- 3.12.1.2. LOWER BOUNDARIES. THE HORIZONTAL PLANE OF THE HIGHEST SURFACE OF THE UNFINISHED FLOOR SLAB AND THE INTERIOR STAIRWAY SERVING EACH SECOND FLOOR UNIT.
- 3.12.1.3. INTERIOR WALLS. NO PART OF THE NON-STRUCTURAL INTERIOR PARTITION WALLS WITHIN A UNIT SHALL BE CONSIDERED PART OF THE BOUNDARY OF A UNIT.
- 3.12.2. PERIMETRICAL BOUNDARIES. THE PERIMETRICAL BOUNDARIES OF THE UNIT SHALL BE THE VERTICAL PLANES OF THE BOUNDARY LINES DEFINED AND DEPICTED HEREIN, EXTENDED TO AN INTERSECTION WITH EACH OTHER AND WITH THE UPPER AND LOWER BOUNDARIES. ANY NON-LOADBEARING PORTION OF A PERIMETER WALL INSIDE THE PERIMETRICAL BOUNDARY OF A UNIT SHALL BE DEEMED A PART OF THE UNIT.
- 3.12.3. CERTAIN ITEMS EXCLUSIVELY SERVING A UNIT. IN ADDITION TO THE AREA WITHIN THE PERIMETRICAL AND UPPER AND LOWER BOUNDARIES DESCRIBED ABOVE, EACH UNIT SHALL BE DEEMED TO INCLUDE WITHIN ITS BOUNDARIES THE AIR HANDLING EQUIPMENT (LOCATED ON THE LAND ADJACENT TO THE BUILDING) EXCLUSIVELY SERVING THE UNIT AND ALL FOYERS DOORS, SCREEN DOORS, SCREEN WINDOWS, WINDOWS, GLASS AND ANY OTHER MATERIALS COVERING OPENINGS IN THE EXTERIOR OF THE UNIT, WHICH SERVE THE UNIT EXCLUSIVELY; PROVIDED HOWEVER SCREENING WITHIN THE BOUNDARIES OF A LIMITED COMMON ELEMENT FORMING PART OF A SCREENED PATIO SHALL BE DEEMED A LIMITED COMMON ELEMENT AND SHALL NOT FORM A PART OF A UNIT.
- 3.12.4. COVERED SCREEN LANAIS, DRIVEWAYS AND GARAGES. COVERED SCREENED LANAIS, DRIVEWAYS AND GARAGES, IF ANY SHALL NOT FORM A PART OF A UNIT AS SUCH AREAS ARE LIMITED COMMON ELEMENTS.
- 3.12.5. HEATING/AIR CONDITIONING EQUIPMENT AND WATER HEATER. THE HEATING/AIR CONDITIONING EQUIPMENT AND WATER HEATER SERVING A UNIT SHALL FORM A PART OF THE UNIT WHERE SUCH EQUIPMENT IS LOCATED. THE MAINTENANCE OF ANY SUCH EQUIPMENT SHALL BE THE SOLE RESPONSIBILITY OF THE UNIT BEING SERVED.
- 3.12.6. EXCEPTIONS. ANY PIPING, WIRING, DUCTS OR OTHER UTILITY INSTALLATIONS WHICH ARE LOCATED WITHIN ONE UNIT BUT WHICH SERVICE OTHER UNITS OR THE COMMON ELEMENTS AND THE REINFORCED CONCRETE PORTIONS OF ANY LOAD-BEARING COLUMNS OR WALLS WITHIN A UNIT SHALL BE COMMON ELEMENTS.
- 3.12.7. ENTRANCES. THE ENTRANCE OF EACH UNIT, AS SHOWN HEREIN, SHALL BE A LIMITED COMMON ELEMENT OF THE UNIT WHICH SUCH ENTRANCE EXCLUSIVELY SERVES.
- 3.12.8. GENERAL. IN CASES NOT SPECIFICALLY COVERED ABOVE, AND/OR IN ANY CASE OF CONFLICT OR AMBIGUITY, THE SURVEY OF THE UNITS SHALL CONTROL IN DETERMINING THE BOUNDARIES OF A UNIT, EXCEPT THAT THE PROVISIONS OF SECTIONS 3.12.1 AND 3.12.2 ABOVE SHALL CONTROL UNLESS SPECIFICALLY DEPICTED AND LABELED OTHERWISE ON SUCH SURVEY.
- 3.13. COMMONS ELEMENTS. THE COMMON ELEMENTS INCLUDE:
- 3.13.1. THE PORTIONS OF THE CONDOMINIUM PROPERTY WHICH ARE NOT INCLUDED WITHIN THE UNITS.
- 3.13.2. EASEMENTS THROUGH UNITS FOR CONDUITS, DUCTS, PLUMBING, PIPES, WIRING AND OTHER FACILITIES FOR THE FURNISHING OF UTILITIES AND OTHER SERVICES TO UNITS AND COMMON ELEMENTS.
- 3.13.3. AN EASEMENT OF SUPPORT IN EVERY PORTION OF THE UNIT WHICH CONTRIBUTES TO THE SUPPORT OF THE BUILDING.
- 3.13.4. THE PROPERTY AND INSTALLATIONS REQUIRED FOR THE FURNISHINGS OF UTILITIES AND OTHER SERVICES TO MORE THAN ONE UNIT OR TO THE COMMON ELEMENTS.
- 3.13.5. LIMITED COMMON ELEMENTS: PROVIDED HOWEVER, LIMITED COMMON ELEMENTS ARE NOT ACCESSIBLE BY ALL UNIT OWNERS.
- 3.13.6. FIXTURES OWNED OR HELD FOR THE COMMON USE, BENEFIT AND ENJOYMENT OF ALL UNIT OWNERS IN THE CONDOMINIUM.
- 3.13.7. METER ROOMS, ELECTRICAL ROOMS AND MECHANICAL ROOMS, IF ANY.
- 3.14. LIMITED COMMON ELEMENTS. EACH UNIT SHALL HAVE CERTAIN LIMITED COMMON ELEMENTS APPURTENANT THERETO AS FOLLOWS:
- 3.14.1. COVERED SCREENED LANAIS, INTERIOR STAIRWAYS AND FOYERS. COVERED SCREENED LANAIS, INTERIOR STAIRWAYS AND FOYERS WHICH ARE ACCESSIBLE FROM A UNIT SHALL BE LIMITED COMMON ELEMENTS APPURTENANT TO THE UNIT AND FOR THE EXCLUSIVE USE OF THE UNIT OWNER OWNING SUCH UNIT. THERE IS NO GUARANTEE THAT ANY UNIT SHALL HAVE ANY SPECIFIC VIEW.
- 3.14.2. DRIVEWAYS AND GARAGES. EACH UNIT SHALL BE ENTITLED TO THE EXCLUSIVE USE OF ONE (1) TWO (2) CAR GARAGE THAT IS ASSIGNED TO THAT UNIT HEREIN TOGETHER WITH THE EXCLUSIVE RIGHT OF USE OF ANY DRIVEWAY PAVEMENT LEADING TO ANY GARAGE. SUCH GARAGE MAY NOT BE CONVEYED, ASSIGNED OR ENCUMBERED EXCEPT AS AN APPURTENANCE TO THE UNIT WHICH IT IS ASSIGNED.
- 3.14.3. AIR SPACE AND AREA FOR AIR HANDLING COMPRESSOR EQUIPMENT. THE RIGHT OF EXCLUSIVE USE OF THE AIR SPACE AND AREA OF THE LAND ADJACENT TO EACH UNIT (OR ON THE SLAB ADJACENT TO THE UNIT LOCATED BELOW SUCH UNIT WITH RESPECT TO SECOND FLOOR UNITS) OCCUPIED BY THE AIR HANDLING COMPRESSOR EQUIPMENT CONSTITUTING A PART OF AND SERVING A UNIT SHALL BE A LIMITED COMMON ELEMENT APPURTENANT TO THE UNIT.
- 3.14.4. MAILBOXES. EACH UNIT SHALL BE ASSIGNED ONE (1) MAILBOX (EACH A "MAILBOX"). UPON SUCH ASSIGNMENT, THE MAILBOX SO ASSIGNED SHALL BE DEEMED A LIMITED COMMON ELEMENT OF THE UNIT AND THE UNIT OWNER'S RIGHT TO USE SUCH MAILBOX SHALL BECOME AN APPURTENANCE TO THE UNIT. THE EXCLUSIVE USE OF ANY SUCH MAIL BOX MAY NOT BE CONVEYED OR ASSIGNED TO ANOTHER UNIT OR UNIT OWNER.
- 3.14.5. OTHER. ANY OTHER PORTION OF THE COMMON ELEMENTS WHICH, BY ITS NATURE, CANNOT SERVE ALL UNITS BUT SERVES ONE (1) UNIT OR MORE THAN (1) UNIT, SHALL BE DEEMED A LIMITED COMMON ELEMENT OF THE UNIT(S) SERVED AND SHALL BE MAINTAINED BY SUCH OWNER. IN THE EVENT OF ANY DOUBT OR DISPUTE AS TO WHETHER ANY PORTION OF THE COMMON ELEMENTS CONSTITUTES A LIMITED COMMON ELEMENT OR IN THE EVENT OF ANY QUESTIONS AS TO WHICH UNITS ARE SERVED THEREBY, A DECISION SHALL BE MADE BY A MAJORITY VOTE OF THE BOARD AND SHALL BE BINDING AND CONCLUSIVE WHEN SO MADE.

COACH HOMES I AT TREVISO BAY, A PHASE CONDOMINIUM PHASE 2



DRIVE L.C.E. DRIVE L.C.E. DRIVE L.C.E. DRIVE L.C.E.

FIRST FLOOR

GENERAL NOTES:

1. REFER TO DECLARATION OF CONDOMINIUM FOR DEFINITION AND DESIGNATION OF UNIT BOUNDARY.
2. DASHED LINE INDICATES UNIT BOUNDARY.
3. EVERYTHING EXTERIOR TO THE UNITS AND LIMITED COMMON ELEMENT (L.C.E.) IS COMMON ELEMENT (C.E.).
4. THERE IS AN AIR CONDITIONING COMPRESSOR LIMITED COMMON ELEMENT (L.C.E.) FOR EACH UNIT LOCATED OUTSIDE OF THE BUILDING. ELEVATIONS ARE BASED ON NATIONAL GEODETIC VERTICAL DATUM, 1929.
5. THIS DRAWING WAS PREPARED FROM ARCHITECTURAL PLANS PREPARED BY: WOLF & ASSOCIATES, 20020 VETERANS BOULEVARD, PORT CHARLOTTE, FLORIDA.

ACTIVITY	INITIALS	DATE	APPROVED:
RESEARCH:			
FIELD WORK/DRAWN:			
CHECKED BY:			
FIELD BOOK/PAGE:			

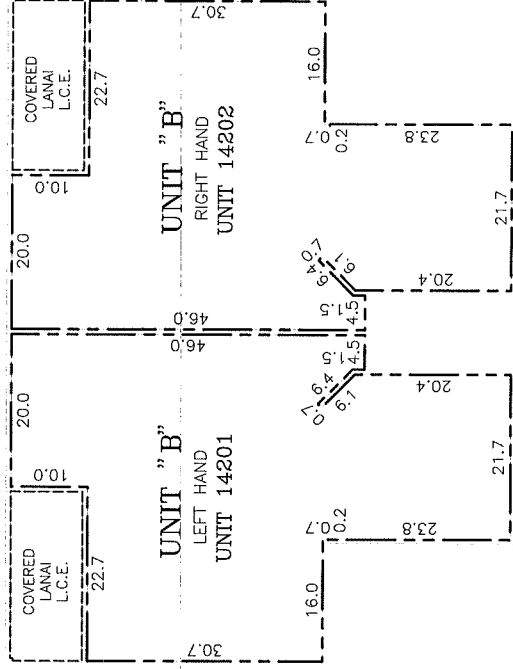
John P. Maloney
JOHN P. MALONEY, P.S.M./JLS+JLS

Wilson Miller Stantec
3020 Babler Ln, Suite 200, Naples, Florida 34105
Phone 239-469-4040 • Fax 239-469-5716 • Web Site www.stantec.com
Certificate of Authorization #43 - Florida License #CC-000070

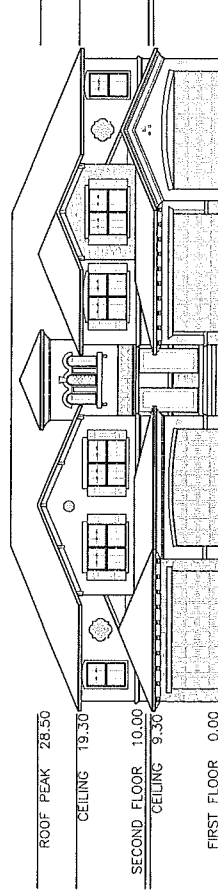
DESCRIPTION: FIRST AND SECOND FLOOR
UNIT BOUNDARY PLAN AND SCHEMATIC SECTION
COACH HOMES I AT TREVISO BAY,
A PHASE CONDOMINIUM, PHASE 2
OF PART OF TRACT FD-1, VERCELLI,
PLAT BOOK 48, PAGES 11-14, COLLIER COUNTY, FLORIDA

CLIENT: LENNAR HOMES, LLC
DATE: 01/12
SCALE: 1"=10'
PROJECT NO. AND WORK ORDER NO.: 215610779
SHEET NUMBER: 3 OF 3
FILE NO.: 2D-1288

Jan 12, 2012 - 12:23:47 LUTTEVA\2156\active\215699999\Treva\COM\00 EXHIBITS\2D-1288-CONDO-I-SHT-3.dwg



SECOND FLOOR

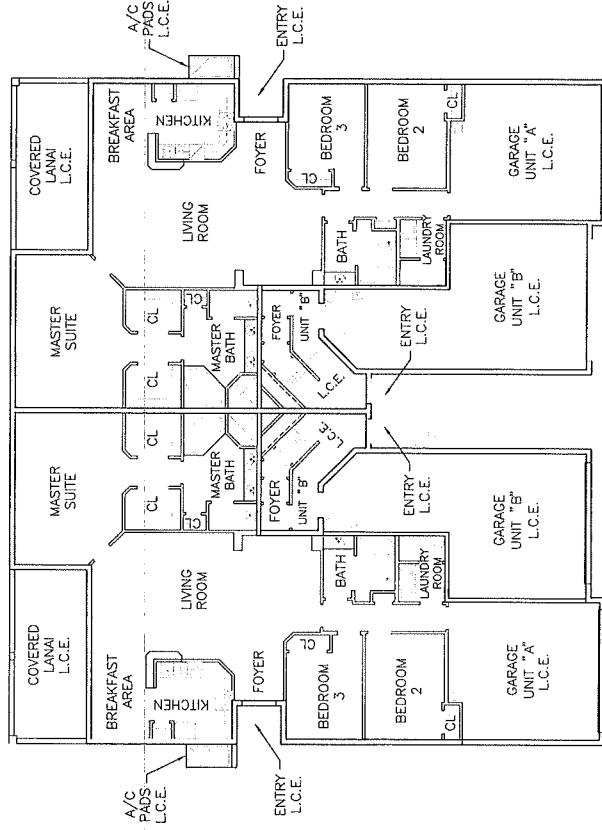


FRONT ELEVATION / SCHEMATIC SECTION

IMPROVEMENTS SHOWN HEREON ARE
PROPOSED UNLESS OTHERWISE NOTED

*** NOT A SURVEY ***

COACH HOMES I AT TREVISO BAY, A PHASE CONDOMINIUM PHASE 2



LEFT HAND

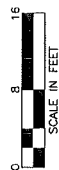
RIGHT HAND

UNIT "A"

FIRST FLOOR

UNIT ROOM SIZE (TYPICAL)

ALL ROOM SIZES ARE APPROXIMATE
 MASTER SUITE 19.8'X 14.4'
 LIVING ROOM 18.7'X 16'
 DINING ROOM 11.6'X 11.4'
 BREAKFAST 10'X 7.5'
 KITCHEN 10'X 10'
 BEDROOM 2 13.1'X 10.4'
 BEDROOM 3 13.1'X 10.1'
 BATH 9.2'X 7.2'
 MASTER BATH 15.2'X 9.8'
 LANA 22'X 9.3'



SCALE IN FEET

ACTIVITY	INITIALS	DATE	APPROVED
RESEARCH			
FIELD WORK/CREW CHIEF			
DRAFTED	JMT	4/23/01	03/12
CHECKED BY	JPM	2/7/01	03/12
FIELD BOOK/PAGE			

John P. Maloney, P.E.M./LS4325

Wilson Miller Stantec
 3500 Bay Ln., Suite 200, Naples, Florida 34108
 Phone 239-649-4040 • Fax 239-649-5776 • Web Site www.stantec.com
 Certificate of Authorization #43 - Florida License #C-000070

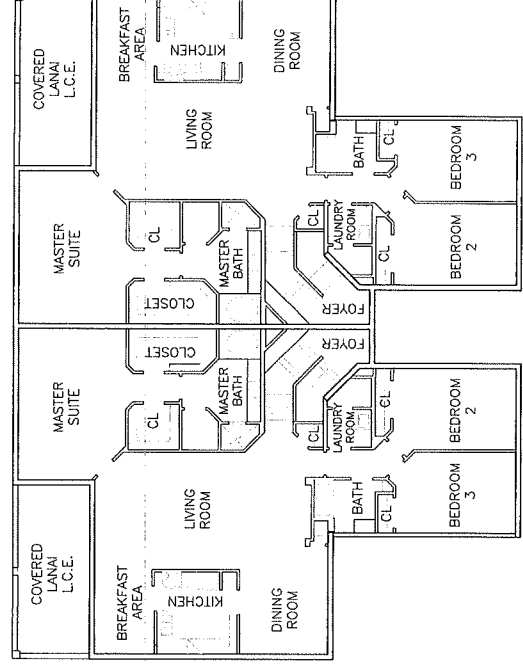
IMPROVEMENTS SHOWN HEREON ARE PROPOSED UNLESS OTHERWISE NOTED

*** NOT A SURVEY ***

DESCRIPTION: FLOOR PLANS
 COACH HOMES I AT TREVISO BAY,
 A PHASE CONDOMINIUM, PHASE 2
 OF PART OF TRACT FD-1, VERCELLI
 PLAT BOOK 48, PAGES 11-14, COLLIER COUNTY, FLORIDA

DATE: 01/12
 SCALE: 1" = 10'

CLIENT: LENNAR HOMES, LLC
 PROJECT NO. 105 100 0000 NO. 215610779
 SHEET NUMBER: 4 OF 4
 FILE NO.: 2D-1268



LEFT HAND

RIGHT HAND

UNIT "B"

SECOND FLOOR

UNIT ROOM SIZE (TYPICAL)

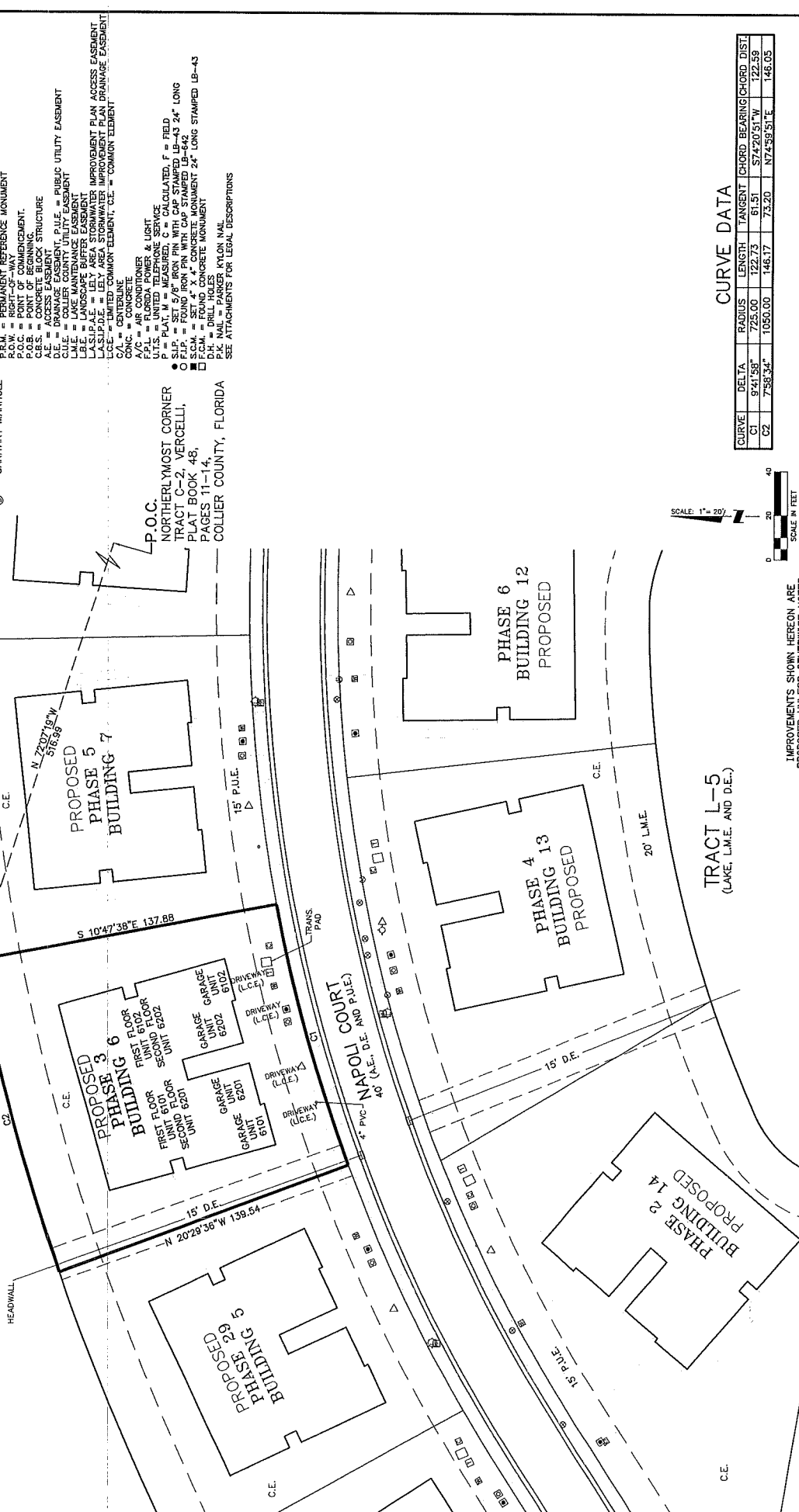
ALL ROOM SIZES ARE APPROXIMATE
 MASTER SUITE 19.7'X 13.9'
 LIVING ROOM 27.5'X 15.2'
 DINING ROOM 11'X 10.2'
 BREAKFAST 11'X 8'
 KITCHEN 10.8'X 10.8'
 BEDROOM 2 17.2'X 10.9'
 BEDROOM 3 16'X 10.3'
 BATH 8'X 7'
 MASTER BATH 15.8'X 10'
 LANA 22'X 9.3'

GENERAL NOTES:

1. A/C = AIR CONDITIONING
2. CL = CLOSET
3. L.C.E. = LIMITED COMMON ELEMENT
4. C.E. = COMMON ELEMENT
5. THIS EXHIBIT WAS PREPARED FROM ARCHITECTURAL PLANS PREPARED BY: WOOLF & ASSOCIATES 20020 VETERANS BOULEVARD PORT CHARLOTTE, FLORIDA

COACH HOMES I AT TREVISO BAY, A PHASE CONDOMINIUM PHASE 3

TRACT L-1
(LAKE, L.M.E. AND D.E.)



CURVE DATA

CURVE	DELTA	RADIUS	LENGTH	TANGENT	CHORD BEARING	CHORD DIST.
C1	9°41'58"	725.00	122.73	61.51	S74°20'51"W	122.59
C2	7°58'34"	1050.00	146.17	73.20	N74°59'51"E	146.05

IMPROVEMENTS SHOWN HEREON ARE
PROPOSED UNLESS OTHERWISE NOTED

Wilsco Miller Stantec

3000 Bay 1A, Suite 200, Naples, Florida 34105
Phone 239-438-1000 Fax 239-438-1001
Certificate of Registration #0-000000

DESCRIPTION:
PLOT PLAN PHASE 3,
COACH HOMES I AT TREVISO BAY,
A PHASE CONDOMINIUM
BEING A PART OF COACH HOMES I AT TREVISO BAY,
PAGES 11-14, COLLIER COUNTY,
FLORIDA

CLIENT:
LENNAR HOMES, LLC

DATE:
11/20/17

PROJECT NO.: 17-000000-0000
DRAWING FILE NO.: 17-000000-0000

SCALE: 1" = 20'

SCALE IN FEET

DATE: 11/20/17

BY: [Signature]

APPROVED: [Signature]

INITIALS: [Table with initials]

DATE: 11/20/17

DATE: 11/20/17

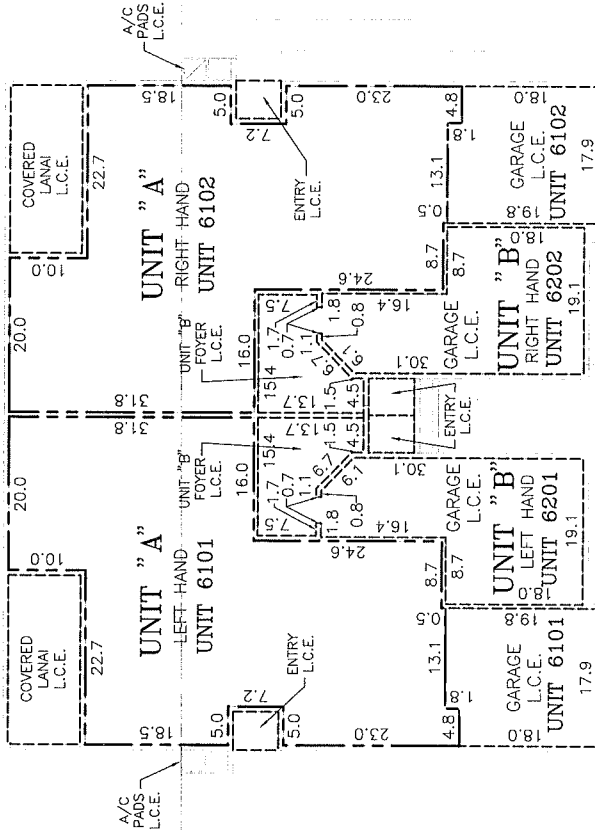
DATE: 11/20/17

DATE: 11/20/17

**COACH HOMES I AT TREVISO BAY, A PHASE CONDOMINIUM
GENERAL NOTES**

- 3.12. UNITS. THE CONDOMINIUM WILL CONTAINS A TOTAL OF ONE HUNDRED SIXTEEN (116) UNITS IF ALL PHASES ARE SUBMITTED, WHICH ARE LOCATED AND INDIVIDUALLY DESCRIBED HEREIN. THE BOUNDARIES OF EACH UNIT ARE AS FOLLOWS:
- 3.12.1. UPPER AND LOWER BOUNDARIES. THE UPPER AND LOWER BOUNDARIES OF THE UNIT SHALL BE THE FOLLOWING BOUNDARIES EXTENDED TO AN INTERSECTION WITH THE PERIMETRICAL BOUNDARIES;
- 3.12.1.1. UPPER BOUNDARIES. THE HORIZONTAL PLANE OF THE LOWEST SURFACE OF THE UNFINISHED CEILING SLAB.
- 3.12.1.2. LOWER BOUNDARIES. THE HORIZONTAL PLANE OF THE HIGHEST SURFACE OF THE UNFINISHED FLOOR SLAB AND THE INTERIOR STAIRWAY SERVING EACH SECOND FLOOR UNIT.
- 3.12.1.3. INTERIOR WALLS. NO PART OF THE NON-STRUCTURAL INTERIOR PARTITION WALLS WITHIN A UNIT SHALL BE CONSIDERED PART OF THE BOUNDARY OF A UNIT.
- 3.12.2. PERIMETRICAL BOUNDARIES. THE PERIMETRICAL BOUNDARIES OF THE UNIT SHALL BE THE VERTICAL PLANES OF THE BOUNDARY LINES DEFINED AND DEPICTED HEREIN, EXTENDED TO AN INTERSECTION WITH EACH OTHER AND WITH THE UPPER AND LOWER BOUNDARIES. ANY NON-LOADBEARING PORTION OF A PERIMETER WALL INSIDE THE PERIMETRICAL BOUNDARY OF A UNIT SHALL BE DEEMED A PART OF THE UNIT.
- 3.12.3. CERTAIN ITEMS EXCLUSIVELY SERVING A UNIT. IN ADDITION TO THE AREA WITHIN THE PERIMETRICAL AND UPPER AND LOWER BOUNDARIES DESCRIBED ABOVE, EACH UNIT SHALL BE DEEMED TO INCLUDE WITHIN ITS BOUNDARIES THE AIR HANDLING EQUIPMENT (LOCATED ON THE LAND ADJACENT TO THE BUILDING) EXCLUSIVELY SERVING THE UNIT AND ALL FOYERS DOORS, SCREEN DOORS, SCREEN WINDOWS, WINDOWS, GLASS AND ANY OTHER MATERIALS COVERING OPENINGS IN THE EXTERIOR OF THE UNIT, WHICH SERVE THE UNIT EXCLUSIVELY; PROVIDED HOWEVER SCREENING WITHIN THE BOUNDARIES OF A LIMITED COMMON ELEMENT FORMING PART OF A SCREENED PATIO SHALL BE DEEMED A LIMITED COMMON ELEMENT AND SHALL NOT FORM A PART OF A UNIT.
- 3.12.4. COVERED SCREEN LANAIS, DRIVEWAYS AND GARAGES. COVERED SCREENED LANAIS, DRIVEWAYS AND GARAGES, IF ANY SHALL NOT FORM A PART OF A UNIT AS SUCH AREAS ARE LIMITED COMMON ELEMENTS.
- 3.12.5. HEATING/AIR CONDITIONING EQUIPMENT AND WATER HEATER. THE HEATING/AIR CONDITIONING EQUIPMENT AND WATER HEATER SERVING A UNIT SHALL FORM A PART OF THE UNIT WHERE SUCH EQUIPMENT IS LOCATED. THE MAINTENANCE OF ANY SUCH EQUIPMENT SHALL BE THE SOLE RESPONSIBILITY OF THE UNIT BEING SERVED.
- 3.12.6. EXCEPTIONS. ANY PIPING, WIRING, DUCTS OR OTHER UTILITY INSTALLATIONS WHICH ARE LOCATED WITHIN ONE UNIT BUT WHICH SERVICE OTHER UNITS OR THE COMMON ELEMENTS AND THE REINFORCED CONCRETE PORTIONS OF ANY LOAD-BEARING COLUMNS OR WALLS WITHIN A UNIT SHALL BE COMMON ELEMENTS.
- 3.12.7. ENTRANCES. THE ENTRANCE OF EACH UNIT, AS SHOWN HEREIN, SHALL BE A LIMITED COMMON ELEMENT OF THE UNIT WHICH SUCH ENTRANCE EXCLUSIVELY SERVES.
- 3.12.8. GENERAL. IN CASES NOT SPECIFICALLY COVERED ABOVE, AND/OR IN ANY CASE OF CONFLICT OR AMBIGUITY, THE SURVEY OF THE UNITS SHALL CONTROL IN DETERMINING THE BOUNDARIES OF A UNIT, EXCEPT THAT THE PROVISIONS OF SECTIONS 3.12.1 AND 3.12.2 ABOVE SHALL CONTROL UNLESS SPECIFICALLY DEPICTED AND LABELED OTHERWISE ON SUCH SURVEY.
- 3.13. COMMONS ELEMENTS. THE COMMON ELEMENTS INCLUDE:
- 3.13.1. THE PORTIONS OF THE CONDOMINIUM PROPERTY WHICH ARE NOT INCLUDED WITHIN THE UNITS.
- 3.13.2. EASEMENTS THROUGH UNITS FOR CONDUITS, DUCTS, PLUMBING, PIPES, WIRING AND OTHER FACILITIES FOR THE FURNISHING OF UTILITIES AND OTHER SERVICES TO UNITS AND COMMON ELEMENTS.
- 3.13.3. AN EASEMENT OF SUPPORT IN EVERY PORTION OF THE UNIT WHICH CONTRIBUTES TO THE SUPPORT OF THE BUILDING.
- 3.13.4. THE PROPERTY AND INSTALLATIONS REQUIRED FOR THE FURNISHINGS OF UTILITIES AND OTHER SERVICES TO MORE THAN ONE UNIT OR TO THE COMMON ELEMENTS.
- 3.13.5. LIMITED COMMON ELEMENTS: PROVIDED HOWEVER, LIMITED COMMON ELEMENTS ARE NOT ACCESSIBLE BY ALL UNIT OWNERS.
- 3.13.6. FIXTURES OWNED OR HELD FOR THE COMMON USE, BENEFIT AND ENJOYMENT OF ALL UNIT OWNERS IN THE CONDOMINIUM.
- 3.13.7. METER ROOMS, ELECTRICAL ROOMS AND MECHANICAL ROOMS, IF ANY.
- 3.14. LIMITED COMMON ELEMENTS. EACH UNIT SHALL HAVE CERTAIN LIMITED COMMON ELEMENTS APPURTENANT THERETO AS FOLLOWS:
- 3.14.1. COVERED SCREENED LANAIS, INTERIOR STAIRWAYS AND FOYERS. COVERED SCREENED LANAIS, INTERIOR STAIRWAYS AND FOYERS WHICH ARE ACCESSIBLE FROM A UNIT SHALL BE LIMITED COMMON ELEMENTS APPURTENANT TO THE UNIT AND FOR THE EXCLUSIVE USE OF THE UNIT OWNER OWNING SUCH UNIT. THERE IS NO GUARANTEE THAT ANY UNIT SHALL HAVE ANY SPECIFIC VIEW.
- 3.14.2. DRIVEWAYS AND GARAGES. EACH UNIT SHALL BE ENTITLED TO THE EXCLUSIVE USE OF ONE (1) TWO (2) CAR GARAGE THAT IS ASSIGNED TO THAT UNIT HEREIN TOGETHER WITH THE EXCLUSIVE RIGHT OF USE OF ANY DRIVEWAY PAVEMENT LEADING TO ANY GARAGE. SUCH GARAGE MAY NOT BE CONVEYED, ASSIGNED OR ENCUMBERED EXCEPT AS AN APPURTENANCE TO THE UNIT WHICH IT IS ASSIGNED.
- 3.14.3. AIR SPACE AND AREA FOR AIR HANDLING COMPRESSOR EQUIPMENT. THE RIGHT OF EXCLUSIVE USE OF THE AIR SPACE AND AREA OF THE LAND ADJACENT TO EACH UNIT (OR ON THE SLAB ADJACENT TO THE UNIT LOCATED BELOW SUCH UNIT WITH RESPECT TO SECOND FLOOR UNITS) OCCUPIED BY THE AIR HANDLING COMPRESSOR EQUIPMENT CONSTITUTING A PART OF AND SERVING A UNIT SHALL BE A LIMITED COMMON ELEMENT APPURTENANT TO THE UNIT.
- 3.14.4. MAILBOXES. EACH UNIT SHALL BE ASSIGNED ONE (1) MAILBOX (EACH A "MAILBOX"). UPON SUCH ASSIGNMENT, THE MAILBOX SO ASSIGNED SHALL BE DEEMED A LIMITED COMMON ELEMENT OF THE UNIT AND THE UNIT OWNER'S RIGHT TO USE SUCH MAILBOX SHALL BECOME AN APPURTENANCE TO THE UNIT. THE EXCLUSIVE USE OF ANY SUCH MAIL BOX MAY NOT BE CONVEYED OR ASSIGNED TO ANOTHER UNIT OR UNIT OWNER.
- 3.14.5. OTHER. ANY OTHER PORTION OF THE COMMON ELEMENTS WHICH, BY ITS NATURE, CANNOT SERVE ALL UNITS BUT SERVES ONE (1) UNIT OR MORE THAN (1) UNIT, SHALL BE DEEMED A LIMITED COMMON ELEMENT OF THE UNIT(S) SERVED AND SHALL BE MAINTAINED BY SUCH OWNER. IN THE EVENT OF ANY DOUBT OR DISPUTE AS TO WHETHER ANY PORTION OF THE COMMON ELEMENTS CONSTITUTES A LIMITED COMMON ELEMENT OR IN THE EVENT OF ANY QUESTIONS AS TO WHICH UNITS ARE SERVED THEREBY, A DECISION SHALL BE MADE BY A MAJORITY VOTE OF THE BOARD AND SHALL BE BINDING AND CONCLUSIVE WHEN SO MADE.

COACH HOMES I AT TREVISO BAY, A PHASE CONDOMINIUM PHASE 3



FIRST FLOOR

GENERAL NOTES:

1. REFER TO DECLARATION OF CONDOMINIUM FOR DEFINITION AND DESIGNATION OF UNIT BOUNDARY
2. DASHED LINE INDICATES UNIT BOUNDARY
3. ELEMENT (L.C.E.) IS COMMON ELEMENT (L.C.E.)
4. THERE IS AN AIR CONDITIONING COMPRESSOR LIMITED COMMON ELEMENT (L.C.E.) FOR EACH UNIT LOCATED OUTSIDE OF THE BUILDING
5. ELEVATIONS ARE BASED ON NATIONAL GEODETIC VERTICAL DATUM, 1929, (NGVD29)
6. THIS EXHIBIT WAS PREPARED FROM ARCHITECTURAL PLANS PREPARED BY: WOOLF & ASSOCIATES, 20020 VETERANS BOULEVARD, PORT CHARLOTTE, FLORIDA

ACTIVITY	INITIALS	DATE	BY	APPROVED:
DESIGNER				
FIELD WORK/CREW CHIEF				
CHECKED BY:				
FIELD BOOK/PAGE				

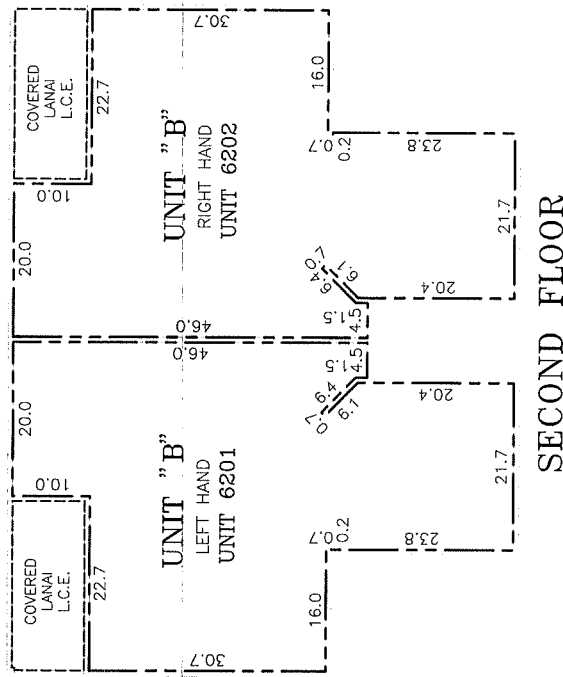
[Signature]
JOHN P. MAGNET, P.E., JLS449

Wilson Miller Stantec
3000 Bailey Ln, Suite 200, Naples, Florida 34105
Phone 239.438.7878 Fax 239.438.7879
www.wilsonmiller.com
Certificate of Authorization #3, Florida, Domain NC-C00070

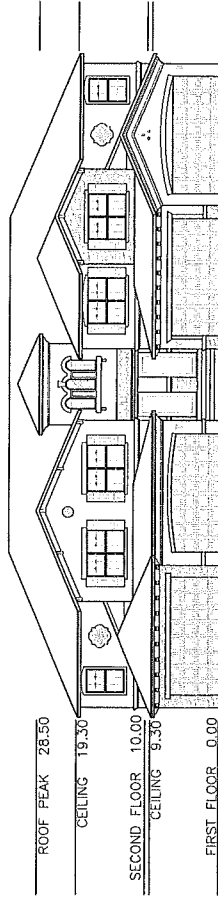
DESCRIPTION: FIRST AND SECOND FLOOR
UNIT BOUNDARY PLAN AND SCHEMATIC SECTION
COACH HOMES I AT TREVISO BAY,
A PHASE CONDOMINIUM, PHASE 3
OF PART OF TRACT FD-1, VERCELLI,
PLAT BOOK 46, PAGES 11-14, COLLIER COUNTY, FLORIDA

DATE: 01/12
SCALE: 1"=10'
PROJECT NO. AND WORK ORDER NO. SHEET NUMBER: 215610779 3 OF 3
CLIENT: LENNAR HOMES, LLC
FILE NO.: 2D-126C

Jan 12, 2012 - 12:25:40 L:\UTLEVA\2156\active\215699999\Treviso\COO\90 EXHIBITS\2D-126C-CONDO-I-SHT-3.dwg



SECOND FLOOR

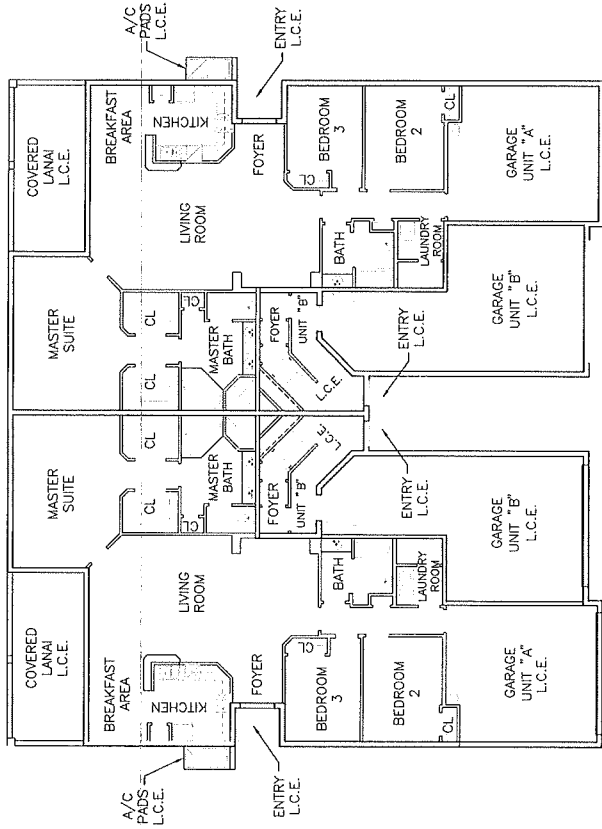


FRONT ELEVATION / SCHEMATIC SECTION

IMPROVEMENTS SHOWN HEREON ARE
PROPOSED UNLESS OTHERWISE NOTED

*** NOT A SURVEY ***

COACH HOMES I AT TREVISO BAY, A PHASE CONDOMINIUM PHASE 3



LEFT HAND

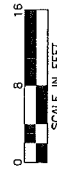
RIGHT HAND

UNIT "A"

FIRST FLOOR

UNIT ROOM SIZE (TYPICAL)

ALL ROOM SIZES ARE APPROXIMATE	
MASTER SUITE	19.8'X 14.4'
LIVING ROOM	18.7'X 16.1'
DINING ROOM	11.6'X 11.4'
BREAKFAST	10'X 7.5'
KITCHEN	10'X 10'
BEDROOM 2	13.1'X 10.4'
BEDROOM 3	13.1'X 10.1'
BATH	9.2'X 7.2'
MASTER BATH	15.2'X 9.8'
LANAI	22'X 9.3'



SCALE IN FEET

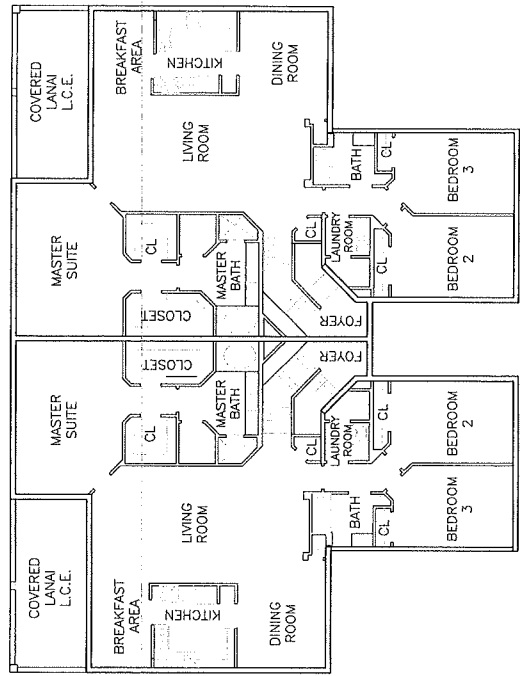
ACTIVITY	INITIALS	DATE	BY	DATE	APPROVED
DESIGNER					
FIELD WORK/VIEW CHIEF					
UNIT	453	01	03	12	
CHECKED BY:	JPM	27	01	05	12
FIELD BOOK PAGE					

Calvin

Wilson Miller Stantec
2200 Bailey Ln, Suite 200, Naples, Florida 34105
Phone 239-439-1111
Certificate of Authorization #43 - Florida License #LC-000070

DESCRIPTION: FLOOR PLANS
COACH HOMES I AT TREVISO BAY,
A PHASE CONDOMINIUM, PHASE 3
OF 17 TRACT PDC 11-14, COLLIER COUNTY, FLORIDA
PLAT BOOK 463, PAGES 11-14, COLLIER COUNTY, FLORIDA

CLIENT: LENNAR HOMES, LLC
DATE: 01/12
SCALE: 1" = 10'
SHEET NUMBER: 21-126C
FILE NO.: 21-126C



LEFT HAND

RIGHT HAND

UNIT "B"

SECOND FLOOR

UNIT ROOM SIZE (TYPICAL)

ALL ROOM SIZES ARE APPROXIMATE	
MASTER SUITE	19.7'X 13.9'
LIVING ROOM	27.5'X 15.2'
DINING ROOM	11'X 10.2'
BREAKFAST	11'X 8'
KITCHEN	10.8'X 10.8'
BEDROOM 2	17.2'X 10.9'
BEDROOM 3	16'X 10.3'
BATH	8'X 7'
MASTER BATH	15.8'X 10'
LANAI	22'X 9.3'

GENERAL NOTES:

1. A/C = AIR CONDITIONING
2. CL = CLOSET
3. L.C.E. = LIMITED COMMON ELEMENT
4. C.E. = COMMON ELEMENT
5. THIS EXHIBIT WAS PREPARED FROM ARCHITECTURAL PLANS PREPARED BY: WOOLF & ASSOCIATES, 20020 VETERANS BOULEVARD, PORT CHARLOTTE, FLORIDA

IMPROVEMENTS SHOWN HEREON ARE PROPOSED UNLESS OTHERWISE NOTED

*** NOT A SURVEY ***

GENERAL NOTES:

BEARINGS ARE BASED ON THE WEST LINE OF TRACT C-2, OF SD PLAT OF VESSELL BEING SOUTH CROSS-20 EAST.

UNLESS A COMPARISON IS MADE, MEASURED BEARINGS AND DISTANCES ARE IDENTICAL WITH PLAT VALUES.

DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.

ALL DISTANCES ARE MEASURED ALONG A PLAIN SURFACE.

1. CHORD DISTANCE T-1 TANGENT PLAIN SURFACE TO LEVEL

2. CHORD DISTANCE T-2 TANGENT PLAIN SURFACE TO CHORD BEARING

3. WATER METER

4. IRRIGATION METER

5. FERTILIZER METER

6. FERTILIZER METER

7. FERTILIZER METER

8. FERTILIZER METER

9. FERTILIZER METER

10. FERTILIZER METER

11. FERTILIZER METER

12. FERTILIZER METER

13. FERTILIZER METER

14. FERTILIZER METER

15. FERTILIZER METER

16. FERTILIZER METER

17. FERTILIZER METER

18. FERTILIZER METER

19. FERTILIZER METER

20. FERTILIZER METER

21. FERTILIZER METER

22. FERTILIZER METER

23. FERTILIZER METER

24. FERTILIZER METER

25. FERTILIZER METER

26. FERTILIZER METER

27. FERTILIZER METER

28. FERTILIZER METER

29. FERTILIZER METER

30. FERTILIZER METER

31. FERTILIZER METER

32. FERTILIZER METER

33. FERTILIZER METER

34. FERTILIZER METER

35. FERTILIZER METER

36. FERTILIZER METER

37. FERTILIZER METER

38. FERTILIZER METER

39. FERTILIZER METER

40. FERTILIZER METER

41. FERTILIZER METER

42. FERTILIZER METER

43. FERTILIZER METER

44. FERTILIZER METER

45. FERTILIZER METER

46. FERTILIZER METER

47. FERTILIZER METER

48. FERTILIZER METER

49. FERTILIZER METER

50. FERTILIZER METER

51. FERTILIZER METER

52. FERTILIZER METER

53. FERTILIZER METER

54. FERTILIZER METER

55. FERTILIZER METER

56. FERTILIZER METER

57. FERTILIZER METER

58. FERTILIZER METER

59. FERTILIZER METER

60. FERTILIZER METER

61. FERTILIZER METER

62. FERTILIZER METER

63. FERTILIZER METER

64. FERTILIZER METER

65. FERTILIZER METER

66. FERTILIZER METER

67. FERTILIZER METER

68. FERTILIZER METER

69. FERTILIZER METER

70. FERTILIZER METER

71. FERTILIZER METER

72. FERTILIZER METER

73. FERTILIZER METER

74. FERTILIZER METER

75. FERTILIZER METER

76. FERTILIZER METER

77. FERTILIZER METER

78. FERTILIZER METER

79. FERTILIZER METER

80. FERTILIZER METER

81. FERTILIZER METER

82. FERTILIZER METER

83. FERTILIZER METER

84. FERTILIZER METER

85. FERTILIZER METER

86. FERTILIZER METER

87. FERTILIZER METER

88. FERTILIZER METER

89. FERTILIZER METER

90. FERTILIZER METER

91. FERTILIZER METER

92. FERTILIZER METER

93. FERTILIZER METER

94. FERTILIZER METER

95. FERTILIZER METER

96. FERTILIZER METER

97. FERTILIZER METER

98. FERTILIZER METER

99. FERTILIZER METER

100. FERTILIZER METER

101. FERTILIZER METER

102. FERTILIZER METER

103. FERTILIZER METER

104. FERTILIZER METER

105. FERTILIZER METER

106. FERTILIZER METER

107. FERTILIZER METER

108. FERTILIZER METER

109. FERTILIZER METER

110. FERTILIZER METER

111. FERTILIZER METER

112. FERTILIZER METER

113. FERTILIZER METER

114. FERTILIZER METER

115. FERTILIZER METER

116. FERTILIZER METER

117. FERTILIZER METER

118. FERTILIZER METER

119. FERTILIZER METER

120. FERTILIZER METER

121. FERTILIZER METER

122. FERTILIZER METER

123. FERTILIZER METER

124. FERTILIZER METER

125. FERTILIZER METER

126. FERTILIZER METER

127. FERTILIZER METER

128. FERTILIZER METER

129. FERTILIZER METER

130. FERTILIZER METER

131. FERTILIZER METER

132. FERTILIZER METER

133. FERTILIZER METER

134. FERTILIZER METER

135. FERTILIZER METER

136. FERTILIZER METER

137. FERTILIZER METER

138. FERTILIZER METER

139. FERTILIZER METER

140. FERTILIZER METER

141. FERTILIZER METER

142. FERTILIZER METER

143. FERTILIZER METER

144. FERTILIZER METER

145. FERTILIZER METER

146. FERTILIZER METER

147. FERTILIZER METER

148. FERTILIZER METER

149. FERTILIZER METER

150. FERTILIZER METER

151. FERTILIZER METER

152. FERTILIZER METER

153. FERTILIZER METER

154. FERTILIZER METER

155. FERTILIZER METER

156. FERTILIZER METER

157. FERTILIZER METER

158. FERTILIZER METER

159. FERTILIZER METER

160. FERTILIZER METER

161. FERTILIZER METER

162. FERTILIZER METER

163. FERTILIZER METER

164. FERTILIZER METER

165. FERTILIZER METER

166. FERTILIZER METER

167. FERTILIZER METER

168. FERTILIZER METER

169. FERTILIZER METER

170. FERTILIZER METER

171. FERTILIZER METER

172. FERTILIZER METER

173. FERTILIZER METER

174. FERTILIZER METER

175. FERTILIZER METER

176. FERTILIZER METER

177. FERTILIZER METER

178. FERTILIZER METER

179. FERTILIZER METER

180. FERTILIZER METER

181. FERTILIZER METER

182. FERTILIZER METER

183. FERTILIZER METER

184. FERTILIZER METER

185. FERTILIZER METER

186. FERTILIZER METER

187. FERTILIZER METER

188. FERTILIZER METER

189. FERTILIZER METER

190. FERTILIZER METER

191. FERTILIZER METER

192. FERTILIZER METER

193. FERTILIZER METER

194. FERTILIZER METER

195. FERTILIZER METER

196. FERTILIZER METER

197. FERTILIZER METER

198. FERTILIZER METER

199. FERTILIZER METER

200. FERTILIZER METER

201. FERTILIZER METER

202. FERTILIZER METER

203. FERTILIZER METER

204. FERTILIZER METER

205. FERTILIZER METER

206. FERTILIZER METER

207. FERTILIZER METER

208. FERTILIZER METER

209. FERTILIZER METER

210. FERTILIZER METER

211. FERTILIZER METER

212. FERTILIZER METER

213. FERTILIZER METER

214. FERTILIZER METER

215. FERTILIZER METER

216. FERTILIZER METER

217. FERTILIZER METER

218. FERTILIZER METER

219. FERTILIZER METER

220. FERTILIZER METER

221. FERTILIZER METER

222. FERTILIZER METER

223. FERTILIZER METER

224. FERTILIZER METER

225. FERTILIZER METER

226. FERTILIZER METER

227. FERTILIZER METER

228. FERTILIZER METER

229. FERTILIZER METER

230. FERTILIZER METER

231. FERTILIZER METER

232. FERTILIZER METER

233. FERTILIZER METER

234. FERTILIZER METER

235. FERTILIZER METER

236. FERTILIZER METER

237. FERTILIZER METER

238. FERTILIZER METER

239. FERTILIZER METER

240. FERTILIZER METER

241. FERTILIZER METER

242. FERTILIZER METER

243. FERTILIZER METER

244. FERTILIZER METER

245. FERTILIZER METER

246. FERTILIZER METER

247. FERTILIZER METER

248. FERTILIZER METER

249. FERTILIZER METER

250. FERTILIZER METER

251. FERTILIZER METER

252. FERTILIZER METER

253. FERTILIZER METER

254. FERTILIZER METER

255. FERTILIZER METER

256. FERTILIZER METER

257. FERTILIZER METER

258. FERTILIZER METER

259. FERTILIZER METER

260. FERTILIZER METER

261. FERTILIZER METER

262. FERTILIZER METER

263. FERTILIZER METER

264. FERTILIZER METER

265. FERTILIZER METER

266. FERTILIZER METER

267. FERTILIZER METER

268. FERTILIZER METER

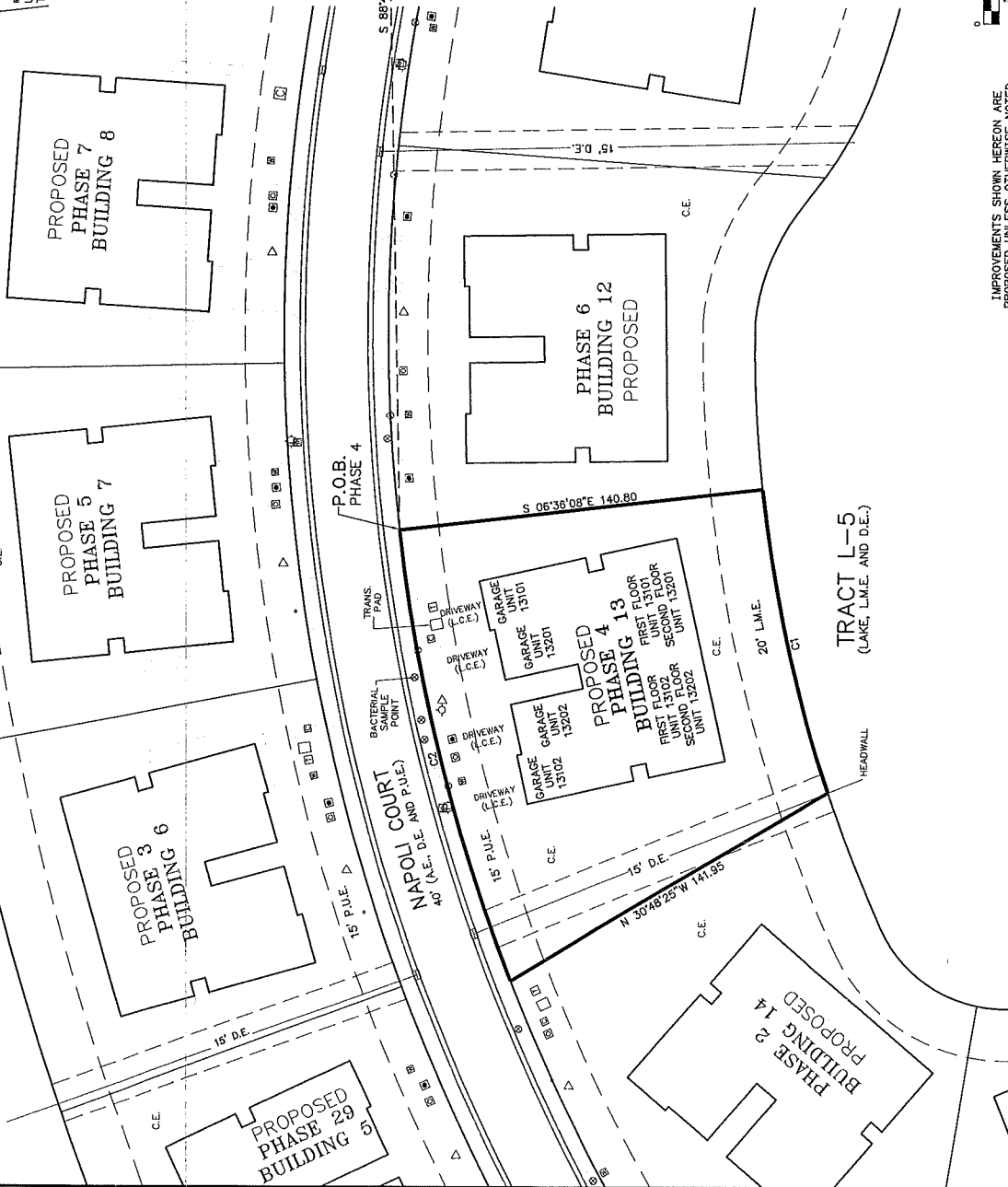
269. FERTILIZER METER

270. FERTILIZER METER

271. FERTILIZER METER

272. FERTIL


1932. (N.G.W.D.)
ONLY AND THE SURFACE OF THE LAND DESCRIBED ARE FOR REFERENCE USE
ONLY AND NOT TO BE USED FOR ANY OTHER PURPOSE.
UNDERGROUND FOOTINGS, ROOF OVERHANGS AND STUCCO FINISH WERE NOT
SHOWN ON THIS MAP.
P.A.M. = PERMANENT REFERENCE MONUMENT
P.C. = POINT OF COMMENCEMENT
P.O.B. = POINT OF BEGINNING
A.B.S. = ACCESS ELEMENT
D.E. = DRAINAGE ELEMENT
P.U.E. = PUBLIC UTILITY ELEMENT
L.E. = LAKE ELEMENT
L.M.E. = LAKE MAINTENANCE ELEMENT
L.B.E. = LANDSCAPE BUFFER ELEMENT
L.S.P.O.E. = LEFT AREA STORMWATER IMPROVEMENT PLAN ACCESS ELEMENT
L.C.E. = LIMITED COMMON ELEMENT, C.E. = COMMON ELEMENT
CONC. = CONCRETE
A/C = AIR CONDITIONER
A/C = AIR CONDITIONER
U.C. = UNLIMITED COMMON ELEMENT
U.S. = UNLIMITED SURFACE
P = PLAT, M = MEASURED, C = CALCULATED, F = FIELD
S.I.P. = SET 5/8" IRON PIN WITH CAP STAMPED LB-43 24" LONG
S.C.A. = SET 4" X 4" CONCRETE MONUMENT 24" LONG STAMPED LB-43
S.C.M. = FOUND CONCRETE MONUMENT
P.K. NAIL = PARKER KYLON NAIL
SEE ATTACHMENTS FOR LEGAL DESCRIPTIONS



CURVE DATA					
CURVE	DELTA	RADIUS	LENGTH	TANGENT	CHORD BEARING/CHORD DIST.
C1	12°26'06"	550.00	119.37	59.92	S77°40'40"W 119.13
C2	14°57'09"	685.00	178.76	89.89	N75°55'12"E 178.26

IMPROVEMENTS SHOWN HEREON ARE
PROPOSED UNLESS OTHERWISE NOTED

Wilson Miller  **Stantec**
3200 Bailey Ln., Suite 200, Naples, Florida 34108
Phone 239-649-4040 • Fax 239-643-2780 • Web Site www.wilsonmiller.com
Certificate of Authorization #43 • Florida License #LC-C000070

APPROVED:  JOHN P. MALONEY, P.S.M. #54495

QUARTER NO.	NO. DAYS	SWAMP BY	SWAMP IN	DECEASED BY	SWAMP	FIELD BOOK/PAGE	DECEASED BY	SWAMPED	FIELD WORK/DRAW SHEET	RESEARCH	ACTIVITY	INITIALS	DATE	NO.	DAY	
												UNT	453	10	20	1
												JPU	275	10	20	1

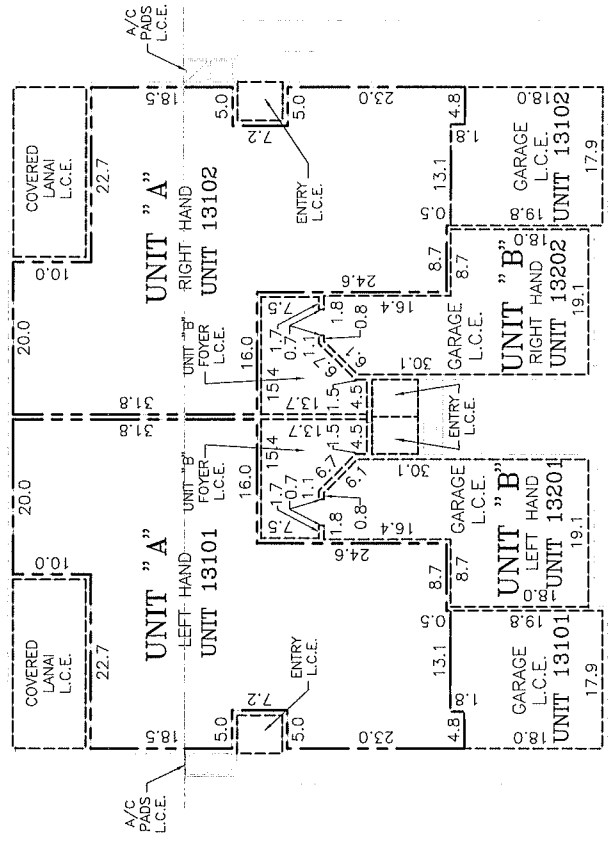
Jan 12, 2012 ~ 08:37:23 J:\MALONEY\2156\active\215699999\Treviso\CONDO EXHIBITS\2D-126D-CONDO-I-SHT-2.dwg

[illegible]

**COACH HOMES I AT TREVISO BAY, A PHASE CONDOMINIUM
GENERAL NOTES**

- 3.12. UNITS. THE CONDOMINIUM WILL CONTAINS A TOTAL OF ONE HUNDRED SIXTEEN (116) UNITS IF ALL PHASES ARE SUBMITTED, WHICH ARE LOCATED AND INDIVIDUALLY DESCRIBED HEREIN. THE BOUNDARIES OF EACH UNIT ARE AS FOLLOWS:
- 3.12.1. UPPER AND LOWER BOUNDARIES. THE UPPER AND LOWER BOUNDARIES OF THE UNIT SHALL BE THE FOLLOWING BOUNDARIES EXTENDED TO AN INTERSECTION WITH THE PERIMETRICAL BOUNDARIES;
- 3.12.1.1. UPPER BOUNDARIES. THE HORIZONTAL PLANE OF THE LOWEST SURFACE OF THE UNFINISHED CEILING SLAB.
- 3.12.1.2. LOWER BOUNDARIES. THE HORIZONTAL PLANE OF THE HIGHEST SURFACE OF THE UNFINISHED FLOOR SLAB AND THE INTERIOR STAIRWAY SERVING EACH SECOND FLOOR UNIT.
- 3.12.1.3. INTERIOR WALLS. NO PART OF THE NON-STRUCTURAL INTERIOR PARTITION WALLS WITHIN A UNIT SHALL BE CONSIDERED PART OF THE BOUNDARY OF A UNIT.
- 3.12.2. PERIMETRICAL BOUNDARIES. THE PERIMETRICAL BOUNDARIES OF THE UNIT SHALL BE THE VERTICAL PLANES OF THE BOUNDARY LINES DEFINED AND DEPICTED HEREIN, EXTENDED TO AN INTERSECTION WITH EACH OTHER AND WITH THE UPPER AND LOWER BOUNDARIES. ANY NON-LOADBEARING PORTION OF A PERIMETER WALL INSIDE THE PERIMETRICAL BOUNDARY OF A UNIT SHALL BE DEEMED A PART OF THE UNIT.
- 3.12.3. CERTAIN ITEMS EXCLUSIVELY SERVING A UNIT. IN ADDITION TO THE AREA WITHIN THE PERIMETRICAL AND UPPER AND LOWER BOUNDARIES DESCRIBED ABOVE, EACH UNIT SHALL BE DEEMED TO INCLUDE WITHIN ITS BOUNDARIES THE AIR HANDLING EQUIPMENT (LOCATED ON THE LAND ADJACENT TO THE BUILDING) EXCLUSIVELY SERVING THE UNIT AND ALL FOYERS DOORS, SCREEN DOORS, SCREEN WINDOWS, WINDOWS, GLASS AND ANY OTHER MATERIALS COVERING OPENINGS IN THE EXTERIOR OF THE UNIT, WHICH SERVE THE UNIT EXCLUSIVELY; PROVIDED HOWEVER SCREENING WITHIN THE BOUNDARIES OF A LIMITED COMMON ELEMENT FORMING PART OF A SCREENED PATIO SHALL BE DEEMED A LIMITED COMMON ELEMENT AND SHALL NOT FORM A PART OF A UNIT.
- 3.12.4. COVERED SCREEN LANAIS, DRIVEWAYS AND GARAGES. COVERED SCREENED LANAIS, DRIVEWAYS AND GARAGES, IF ANY SHALL NOT FORM A PART OF A UNIT AS SUCH AREAS ARE LIMITED COMMON ELEMENTS.
- 3.12.5. HEATING/AIR CONDITIONING EQUIPMENT AND WATER HEATER. THE HEATING/AIR CONDITIONING EQUIPMENT AND WATER HEATER SERVING A UNIT SHALL FORM A PART OF THE UNIT WHERE SUCH EQUIPMENT IS LOCATED. THE MAINTENANCE OF ANY SUCH EQUIPMENT SHALL BE THE SOLE RESPONSIBILITY OF THE UNIT BEING SERVED.
- 3.12.6. EXCEPTIONS. ANY PIPING, WIRING, DUCTS OR OTHER UTILITY INSTALLATIONS WHICH ARE LOCATED WITHIN ONE UNIT BUT WHICH SERVICE OTHER UNITS OR THE COMMON ELEMENTS AND THE REINFORCED CONCRETE PORTIONS OF ANY LOAD-BEARING COLUMNS OR WALLS WITHIN A UNIT SHALL BE COMMON ELEMENTS.
- 3.12.7. ENTRANCES. THE ENTRANCE OF EACH UNIT, AS SHOWN HEREIN, SHALL BE A LIMITED COMMON ELEMENT OF THE UNIT WHICH SUCH ENTRANCE EXCLUSIVELY SERVES.
- 3.12.8. GENERAL. IN CASES NOT SPECIFICALLY COVERED ABOVE, AND/OR IN ANY CASE OF CONFLICT OR AMBIGUITY, THE SURVEY OF THE UNITS SHALL CONTROL IN DETERMINING THE BOUNDARIES OF A UNIT, EXCEPT THAT THE PROVISIONS OF SECTIONS 3.12.1 AND 3.12.2 ABOVE SHALL CONTROL UNLESS SPECIFICALLY DEPICTED AND LABELED OTHERWISE ON SUCH SURVEY.
- 3.13. COMMONS ELEMENTS. THE COMMON ELEMENTS INCLUDE:
- 3.13.1. THE PORTIONS OF THE CONDOMINIUM PROPERTY WHICH ARE NOT INCLUDED WITHIN THE UNITS.
- 3.13.2. EASEMENTS THROUGH UNITS FOR CONDUITS, DUCTS, PLUMBING, PIPES, WIRING AND OTHER FACILITIES FOR THE FURNISHING OF UTILITIES AND OTHER SERVICES TO UNITS AND COMMON ELEMENTS.
- 3.13.3. AN EASEMENT OF SUPPORT IN EVERY PORTION OF THE UNIT WHICH CONTRIBUTES TO THE SUPPORT OF THE BUILDING.
- 3.13.4. THE PROPERTY AND INSTALLATIONS REQUIRED FOR THE FURNISHINGS OF UTILITIES AND OTHER SERVICES TO MORE THAN ONE UNIT OR TO THE COMMON ELEMENTS.
- 3.13.5. LIMITED COMMON ELEMENTS: PROVIDED HOWEVER, LIMITED COMMON ELEMENTS ARE NOT ACCESSIBLE BY ALL UNIT OWNERS.
- 3.13.6. FIXTURES OWNED OR HELD FOR THE COMMON USE, BENEFIT AND ENJOYMENT OF ALL UNIT OWNERS IN THE CONDOMINIUM.
- 3.13.7. METER ROOMS, ELECTRICAL ROOMS AND MECHANICAL ROOMS, IF ANY.
- 3.14. LIMITED COMMON ELEMENTS. EACH UNIT SHALL HAVE CERTAIN LIMITED COMMON ELEMENTS APPURTENANT THERETO AS FOLLOWS:
- 3.14.1. COVERED SCREENED LANAIS, INTERIOR STAIRWAYS AND FOYERS. COVERED SCREENED LANAIS, INTERIOR STAIRWAYS AND FOYERS WHICH ARE ACCESSIBLE FROM A UNIT SHALL BE LIMITED COMMON ELEMENTS APPURTENANT TO THE UNIT AND FOR THE EXCLUSIVE USE OF THE UNIT OWNER OWNING SUCH UNIT. THERE IS NO GUARANTEE THAT ANY UNIT SHALL HAVE ANY SPECIFIC VIEW.
- 3.14.2. DRIVEWAYS AND GARAGES. EACH UNIT SHALL BE ENTITLED TO THE EXCLUSIVE USE OF ONE (1) TWO (2) CAR GARAGE THAT IS ASSIGNED TO THAT UNIT HEREIN TOGETHER WITH THE EXCLUSIVE RIGHT OF USE OF ANY DRIVEWAY PAVEMENT LEADING TO ANY GARAGE. SUCH GARAGE MAY NOT BE CONVEYED, ASSIGNED OR ENCUMBERED EXCEPT AS AN APPURTENANCE TO THE UNIT WHICH IT IS ASSIGNED.
- 3.14.3. AIR SPACE AND AREA FOR AIR HANDLING COMPRESSOR EQUIPMENT. THE RIGHT OF EXCLUSIVE USE OF THE AIR SPACE AND AREA OF THE LAND ADJACENT TO EACH UNIT (OR ON THE SLAB ADJACENT TO THE UNIT LOCATED BELOW SUCH UNIT WITH RESPECT TO SECOND FLOOR UNITS) OCCUPIED BY THE AIR HANDLING COMPRESSOR EQUIPMENT CONSTITUTING A PART OF AND SERVING A UNIT SHALL BE A LIMITED COMMON ELEMENT APPURTENANT TO THE UNIT.
- 3.14.4. MAILBOXES. EACH UNIT SHALL BE ASSIGNED ONE (1) MAILBOX (EACH A "MAILBOX"). UPON SUCH ASSIGNMENT, THE MAILBOX SO ASSIGNED SHALL BE DEEMED A LIMITED COMMON ELEMENT OF THE UNIT AND THE UNIT OWNER'S RIGHT TO USE SUCH MAILBOX SHALL BECOME AN APPURTENANCE TO THE UNIT. THE EXCLUSIVE USE OF ANY SUCH MAIL BOX MAY NOT BE CONVEYED OR ASSIGNED TO ANOTHER UNIT OR UNIT OWNER.
- 3.14.5. OTHER. ANY OTHER PORTION OF THE COMMON ELEMENTS WHICH, BY ITS NATURE, CANNOT SERVE ALL UNITS BUT SERVES ONE (1) UNIT OR MORE THAN (1) UNIT, SHALL BE DEEMED A LIMITED COMMON ELEMENT OF THE UNIT(S) SERVED AND SHALL BE MAINTAINED BY SUCH OWNER. IN THE EVENT OF ANY DOUBT OR DISPUTE AS TO WHETHER ANY PORTION OF THE COMMON ELEMENTS CONSTITUTES A LIMITED COMMON ELEMENT OR IN THE EVENT OF ANY QUESTIONS AS TO WHICH UNITS ARE SERVED THEREBY, A DECISION SHALL BE MADE BY A MAJORITY VOTE OF THE BOARD AND SHALL BE BINDING AND CONCLUSIVE WHEN SO MADE.

COACH HOMES I AT TREVISO BAY, A PHASE CONDOMINIUM PHASE 4



DRIVE L.C.E. DRIVE L.C.E. DRIVE L.C.E. DRIVE L.C.E.

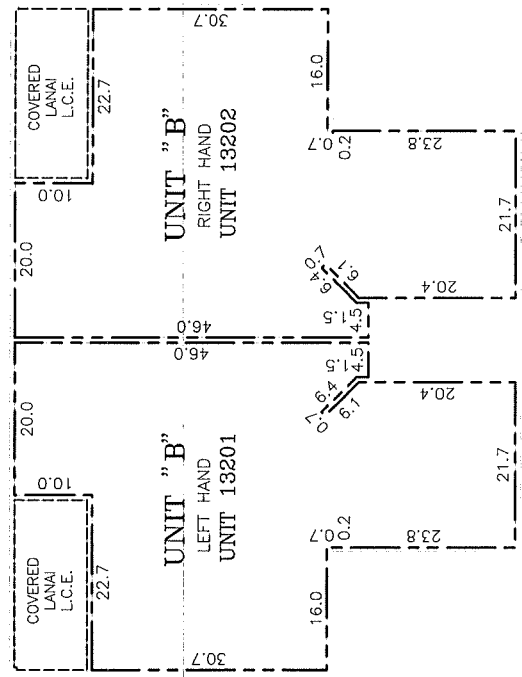
FIRST FLOOR

- GENERAL NOTES:**
- REFER TO DECLARATION OF CONDOMINIUM FOR DEFINITION AND DESIGNATION OF UNIT BOUNDARY
 - INDICATES UNIT BOUNDARY
 - INDICATES LIMITED COMMON ELEMENT (L.C.E.)
 - EVERYTHING EXTERIOR TO THE UNITS AND LIMITED COMMON ELEMENT (L.C.E.) IS COMMON ELEMENT (C.E.)
 - THERE IS AN AIR CONDITIONING COMPRESSOR LIMITED COMMON ELEMENT (L.C.E.) FOR EACH UNIT LOCATED OUTSIDE OF THE BUILDING.
 - ELEVATIONS ARE BASED ON NATIONAL GEODETIC VERTICAL DATUM, 1929, (NGVD29).
 - THIS EXHIBIT WAS PREPARED FROM ARCHITECTURAL PLANS PREPARED BY: WOOLF & ASSOCIATES 20020 VETERANS BOULEVARD PORT CHARLOTTE, FLORIDA

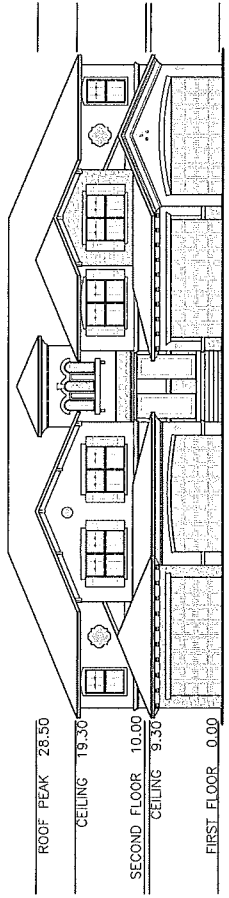
ACTIVITY	INITIALS	DATE	BY	APPROVED
RESEARCH				
FIELD WORK/NEW CHIEF				
DRAFTED				
CHECKED BY				
FIELD BOOK/PAGE				

WilsonMiller Stantec
 3200 Bailey Ln, Suite 200, Naples, Florida 34105
 Phone 239-540-4040 • Fax 239-540-5795 • Web Site www.wilsonmiller.com
 Certificate of Authorization #43 - Florida License #C-000070

DATE: 01/12
 SCALE: 1" = 10'
 CROSS REFERENCE FILE NO.: 215610779
 PROJECT NO. AND WORK ORDER NO.: 215610779
 CLIENT: LENNAR HOMES, LLC
 DESCRIPTION: FIRST AND SECOND FLOOR UNIT BOUNDARY PLAN AND SCHEMATIC SECTION COACH HOMES I AT TREVISO BAY, A PHASE CONDOMINIUM, PHASE 4 OF PART OF TRACT FD-1, VERCELLI, PLAT BOOK 46, PAGES 11-14, COLLIER COUNTY, FLORIDA
 FILE NO.: 2D-1260



SECOND FLOOR

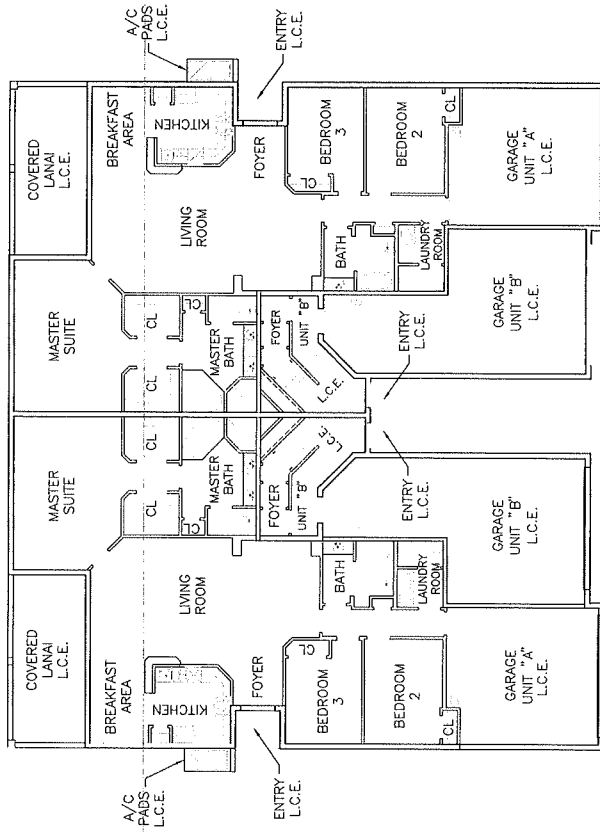


FRONT ELEVATION / SCHEMATIC SECTION

IMPROVEMENTS SHOWN HEREON ARE PROPOSED UNLESS OTHERWISE NOTED

*** NOT A SURVEY ***

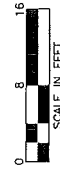
COACH HOMES I AT TREVISO BAY, A PHASE CONDOMINIUM PHASE 4



LEFT HAND RIGHT HAND

UNIT "A" FIRST FLOOR

UNIT ROOM SIZE (TYPICAL)
ALL ROOM SIZES ARE APPROXIMATE
MASTER SUITE 19.8'X 14.4'
LIVING ROOM 18.7'X 16'
DINING ROOM 11.6'X 11.4'
BREAKFAST 10'X 7.5'
KITCHEN 10'X 10'
BEDROOM 2 13.1'X 10.4'
BEDROOM 3 13.1'X 10.1'
BATH 9.2'X 7.2'
LAUNDRY 15.2'X 9.8'
ENTRY 22'X 9.3'

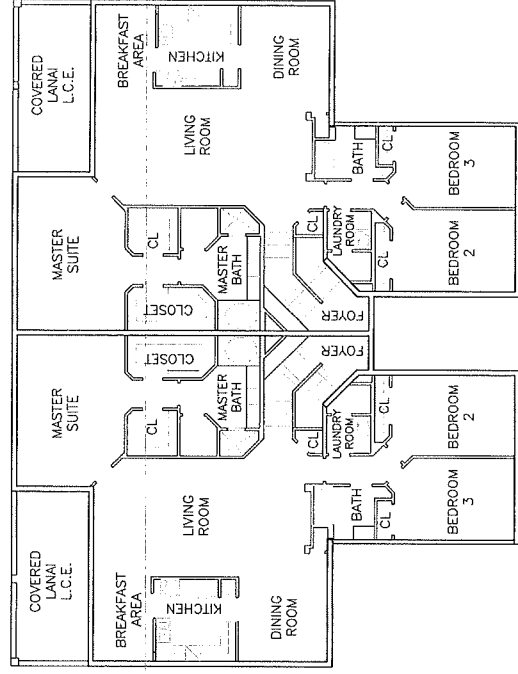


IMPROVEMENTS SHOWN HEREON ARE
PROPOSED UNLESS OTHERWISE NOTED

Wilson Miller Stantec
3200 Bayview Ln., Suite 200, Naples, Florida 34108
Phone 239-649-4040 • Fax 239-649-5718 • Web Site www.wilsonmiller.com
Certificate of Authorization #43 - Florida License #C-000070

ACTIVITY	DATE	BY	APPROVED
RESEARCH			
FIELD WORK/CREW CHIEF			
DRAFTED			
CHECKED BY:			
FIELD BOOK/PAGE			

Jan 12, 2012 - 11:16:56 LUUTLEVA\2156\velwa\215699999\Treviso\CONDO EXHIBITS\2D-126D-CONDO-1-SHIT-4.dwg



LEFT HAND RIGHT HAND

UNIT "B" SECOND FLOOR

UNIT ROOM SIZE (TYPICAL)
ALL ROOM SIZES ARE APPROXIMATE
MASTER SUITE 19.7'X 13.9'
LIVING ROOM 27.5'X 15.2'
DINING ROOM 11'X 10.2'
BREAKFAST 11'X 8'
KITCHEN 10.8'X 10.8'
BEDROOM 2 17.2'X 10.9'
BEDROOM 3 16'X 10.3'
BATH 8'X 7'
MASTER BATH 15.8'X 10'
LAUNDRY 22'X 9.3'

- GENERAL NOTES:
1. A/C = AIR CONDITIONING
 2. CL = CLOSET
 3. L.C.E. = LIMITED COMMON ELEMENT
 4. C.E. = COMMON ELEMENT
 5. THIS EXHIBIT WAS PREPARED FROM ARCHITECTURAL PLANS PREPARED BY: WOOLF & ASSOCIATES, 20020 VETERANS BOULEVARD, PORT CHARLOTTE, FLORIDA

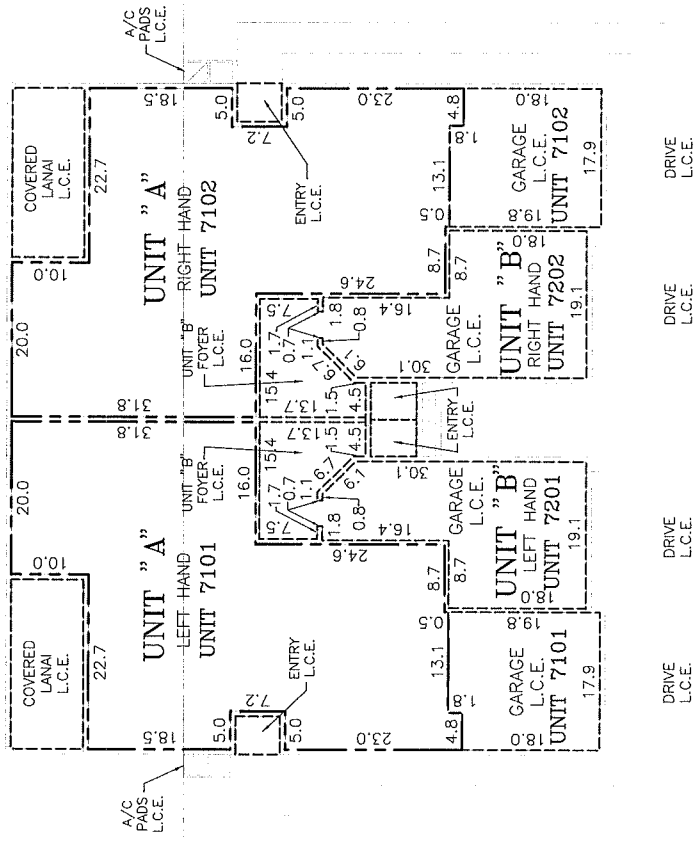
*** NOT A SURVEY ***

DATE	01/12	CL INT:	LENAR HOMES, LLC
SCALE	1" = 10'	PROJECT NO.	215610779
		SHEET NUMBER	4
		FILE NO.	2D-126D

**COACH HOMES I AT TREVISIO BAY, A PHASE CONDOMINIUM
GENERAL NOTES**

- 3.12. UNITS. THE CONDOMINIUM WILL CONTAINS A TOTAL OF ONE HUNDRED SIXTEEN (116) UNITS IF ALL PHASES ARE SUBMITTED, WHICH ARE LOCATED AND INDIVIDUALLY DESCRIBED HEREIN. THE BOUNDARIES OF EACH UNIT ARE AS FOLLOWS:
- 3.12.1. UPPER AND LOWER BOUNDARIES. THE UPPER AND LOWER BOUNDARIES OF THE UNIT SHALL BE THE FOLLOWING BOUNDARIES EXTENDED TO AN INTERSECTION WITH THE PERIMETRICAL BOUNDARIES;
- 3.12.1.1. UPPER BOUNDARIES. THE HORIZONTAL PLANE OF THE LOWEST SURFACE OF THE UNFINISHED CEILING SLAB.
- 3.12.1.2. LOWER BOUNDARIES. THE HORIZONTAL PLANE OF THE HIGHEST SURFACE OF THE UNFINISHED FLOOR SLAB AND THE INTERIOR STAIRWAY SERVING EACH SECOND FLOOR UNIT.
- 3.12.1.3. INTERIOR WALLS. NO PART OF THE NON-STRUCTURAL INTERIOR PARTITION WALLS WITHIN A UNIT SHALL BE CONSIDERED PART OF THE BOUNDARY OF A UNIT.
- 3.12.2. PERIMETRICAL BOUNDARIES. THE PERIMETRICAL BOUNDARIES OF THE UNIT SHALL BE THE VERTICAL PLANES OF THE BOUNDARY LINES DEFINED AND DEPICTED HEREIN, EXTENDED TO AN INTERSECTION WITH EACH OTHER AND WITH THE UPPER AND LOWER BOUNDARIES. ANY NON-LOADBEARING PORTION OF A PERIMETER WALL INSIDE THE PERIMETRICAL BOUNDARY OF A UNIT SHALL BE DEEMED A PART OF THE UNIT.
- 3.12.3. CERTAIN ITEMS EXCLUSIVELY SERVING A UNIT. IN ADDITION TO THE AREA WITHIN THE PERIMETRICAL AND UPPER AND LOWER BOUNDARIES DESCRIBED ABOVE, EACH UNIT SHALL BE DEEMED TO INCLUDE WITHIN ITS BOUNDARIES THE AIR HANDLING EQUIPMENT (LOCATED ON THE LAND ADJACENT TO THE BUILDING) EXCLUSIVELY SERVING THE UNIT AND ALL FOYERS DOORS, SCREEN DOORS, SCREEN WINDOWS, WINDOWS, GLASS AND ANY OTHER MATERIALS COVERING OPENINGS IN THE EXTERIOR OF THE UNIT, WHICH SERVE THE UNIT EXCLUSIVELY; PROVIDED HOWEVER SCREENING WITHIN THE BOUNDARIES OF A LIMITED COMMON ELEMENT FORMING PART OF A SCREENED PATIO SHALL BE DEEMED A LIMITED COMMON ELEMENT AND SHALL NOT FORM A PART OF A UNIT.
- 3.12.4. COVERED SCREEN LANAIS, DRIVEWAYS AND GARAGES. COVERED SCREENED LANAIS, DRIVEWAYS AND GARAGES, IF ANY SHALL NOT FORM A PART OF A UNIT AS SUCH AREAS ARE LIMITED COMMON ELEMENTS.
- 3.12.5. HEATING/AIR CONDITIONING EQUIPMENT AND WATER HEATER. THE HEATING/AIR CONDITIONING EQUIPMENT AND WATER HEATER SERVING A UNIT SHALL FORM A PART OF THE UNIT WHERE SUCH EQUIPMENT IS LOCATED. THE MAINTENANCE OF ANY SUCH EQUIPMENT SHALL BE THE SOLE RESPONSIBILITY OF THE UNIT BEING SERVED.
- 3.12.6. EXCEPTIONS. ANY PIPING, WIRING, DUCTS OR OTHER UTILITY INSTALLATIONS WHICH ARE LOCATED WITHIN ONE UNIT BUT WHICH SERVICE OTHER UNITS OR THE COMMON ELEMENTS AND THE REINFORCED CONCRETE PORTIONS OF ANY LOAD-BEARING COLUMNS OR WALLS WITHIN A UNIT SHALL BE COMMON ELEMENTS.
- 3.12.7. ENTRANCES. THE ENTRANCE OF EACH UNIT, AS SHOWN HEREIN, SHALL BE A LIMITED COMMON ELEMENT OF THE UNIT WHICH SUCH ENTRANCE EXCLUSIVELY SERVES.
- 3.12.8. GENERAL. IN CASES NOT SPECIFICALLY COVERED ABOVE, AND/OR IN ANY CASE OF CONFLICT OR AMBIGUITY, THE SURVEY OF THE UNITS SHALL CONTROL IN DETERMINING THE BOUNDARIES OF A UNIT, EXCEPT THAT THE PROVISIONS OF SECTIONS 3.12.1 AND 3.12.2 ABOVE SHALL CONTROL UNLESS SPECIFICALLY DEPICTED AND LABELED OTHERWISE ON SUCH SURVEY.
- 3.13. COMMONS ELEMENTS. THE COMMON ELEMENTS INCLUDE:
- 3.13.1. THE PORTIONS OF THE CONDOMINIUM PROPERTY WHICH ARE NOT INCLUDED WITHIN THE UNITS.
- 3.13.2. EASEMENTS THROUGH UNITS FOR CONDUITS, DUCTS, PLUMBING, PIPES, WIRING AND OTHER FACILITIES FOR THE FURNISHING OF UTILITIES AND OTHER SERVICES TO UNITS AND COMMON ELEMENTS.
- 3.13.3. AN EASEMENT OF SUPPORT IN EVERY PORTION OF THE UNIT WHICH CONTRIBUTES TO THE SUPPORT OF THE BUILDING.
- 3.13.4. THE PROPERTY AND INSTALLATIONS REQUIRED FOR THE FURNISHINGS OF UTILITIES AND OTHER SERVICES TO MORE THAN ONE UNIT OR TO THE COMMON ELEMENTS.
- 3.13.5. LIMITED COMMON ELEMENTS: PROVIDED HOWEVER, LIMITED COMMON ELEMENTS ARE NOT ACCESSIBLE BY ALL UNIT OWNERS.
- 3.13.6. FIXTURES OWNED OR HELD FOR THE COMMON USE, BENEFIT AND ENJOYMENT OF ALL UNIT OWNERS IN THE CONDOMINIUM.
- 3.13.7. METER ROOMS, ELECTRICAL ROOMS AND MECHANICAL ROOMS, IF ANY.
- 3.14. LIMITED COMMON ELEMENTS. EACH UNIT SHALL HAVE CERTAIN LIMITED COMMON ELEMENTS APPURTENANT THERETO AS FOLLOWS:
- 3.14.1. COVERED SCREENED LANAIS, INTERIOR STAIRWAYS AND FOYERS. COVERED SCREENED LANAIS, INTERIOR STAIRWAYS AND FOYERS WHICH ARE ACCESSIBLE FROM A UNIT SHALL BE LIMITED COMMON ELEMENTS APPURTENANT TO THE UNIT AND FOR THE EXCLUSIVE USE OF THE UNIT OWNER OWNING SUCH UNIT. THERE IS NO GUARANTEE THAT ANY UNIT SHALL HAVE ANY SPECIFIC VIEW.
- 3.14.2. DRIVEWAYS AND GARAGES. EACH UNIT SHALL BE ENTITLED TO THE EXCLUSIVE USE OF ONE (1) TWO (2) CAR GARAGE THAT IS ASSIGNED TO THAT UNIT HEREIN TOGETHER WITH THE EXCLUSIVE RIGHT OF USE OF ANY DRIVEWAY PAVEMENT LEADING TO ANY GARAGE. SUCH GARAGE MAY NOT BE CONVEYED, ASSIGNED OR ENCUMBERED EXCEPT AS AN APPURTENANCE TO THE UNIT WHICH IT IS ASSIGNED.
- 3.14.3. AIR SPACE AND AREA FOR AIR HANDLING COMPRESSOR EQUIPMENT. THE RIGHT OF EXCLUSIVE USE OF THE AIR SPACE AND AREA OF THE LAND ADJACENT TO EACH UNIT (OR ON THE SLAB ADJACENT TO THE UNIT LOCATED BELOW SUCH UNIT WITH RESPECT TO SECOND FLOOR UNITS) OCCUPIED BY THE AIR HANDLING COMPRESSOR EQUIPMENT CONSTITUTING A PART OF AND SERVING A UNIT SHALL BE A LIMITED COMMON ELEMENT APPURTENANT TO THE UNIT.
- 3.14.4. MAILBOXES. EACH UNIT SHALL BE ASSIGNED ONE (1) MAILBOX (EACH A "MAILBOX"). UPON SUCH ASSIGNMENT, THE MAILBOX SO ASSIGNED SHALL BE DEEMED A LIMITED COMMON ELEMENT OF THE UNIT AND THE UNIT OWNER'S RIGHT TO USE SUCH MAILBOX SHALL BECOME AN APPURTENANCE TO THE UNIT. THE EXCLUSIVE USE OF ANY SUCH MAIL BOX MAY NOT BE CONVEYED OR ASSIGNED TO ANOTHER UNIT OR UNIT OWNER.
- 3.14.5. OTHER. ANY OTHER PORTION OF THE COMMON ELEMENTS WHICH, BY ITS NATURE, CANNOT SERVE ALL UNITS BUT SERVES ONE (1) UNIT OR MORE THAN (1) UNIT, SHALL BE DEEMED A LIMITED COMMON ELEMENT OF THE UNIT(S) SERVED AND SHALL BE MAINTAINED BY SUCH OWNER. IN THE EVENT OF ANY DOUBT OR DISPUTE AS TO WHETHER ANY PORTION OF THE COMMON ELEMENTS CONSTITUTES A LIMITED COMMON ELEMENT OR IN THE EVENT OF ANY QUESTIONS AS TO WHICH UNITS ARE SERVED THEREBY, A DECISION SHALL BE MADE BY A MAJORITY VOTE OF THE BOARD AND SHALL BE BINDING AND CONCLUSIVE WHEN SO MADE.

COACH HOMES I AT TREVISO BAY, A PHASE CONDOMINIUM PHASE 5

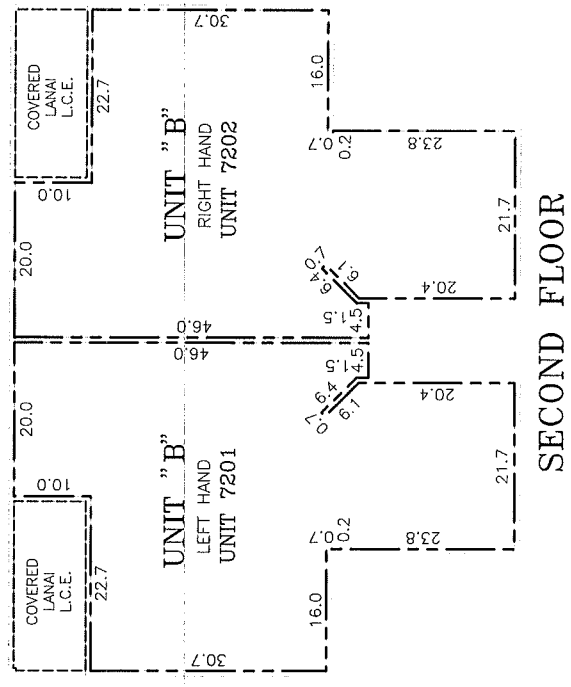


FIRST FLOOR

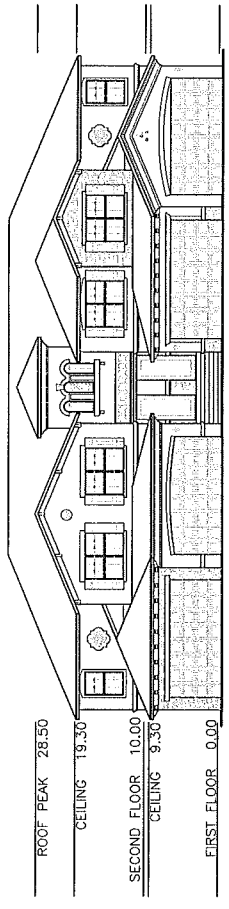
- GENERAL NOTES:
1. REFER TO DECLARATION OF CONDOMINIUM FOR DEFINITION AND DESIGNATION OF UNIT BOUNDARY.
 2. DASHED LINE INDICATES UNIT BOUNDARY.
 3. EVERYTHING EXTERIOR TO THE UNITS AND LIMITED COMMON ELEMENT (L.C.E.) IS COMMON ELEMENT (C.E.).
 4. THERE IS AN AIR CONDITIONING COMPRESSOR LIMITED COMMON ELEMENT (L.C.E.) FOR EACH UNIT LOCATED OUTSIDE OF THE BUILDING.
 5. ELEVATIONS ARE BASED ON NATIONAL GEODETIC VERTICAL DATUM, 1929.
 6. THIS EXHIBIT WAS PREPARED FROM ARCHITECTURAL PLANS PREPARED BY: WOLF & ASSOCIATES, 2000 W. TREVISO BOULEVARD, PORT CHARLOTTE, FLORIDA.

ACTIVITY	INITIALS	DATE	APPROVED:
RESEARCH			
FIELD WORK/CREW CHIEF			
DRAFTED BY	DMT	4/3/12	
CHECKED BY	JPM	2/7/12	
FIELD BOOK/PAGE			

Wilson Miller Stantec
 3200 Bailey Ln, Suite 200, Naples, Florida 34105
 Phone 239-449-4040 • Fax 239-449-5716 • Web Site www.stantec.com
 Certificate of Authorization #43 - Florida License #LC-000070



SECOND FLOOR



FRONT ELEVATION / SCHEMATIC SECTION

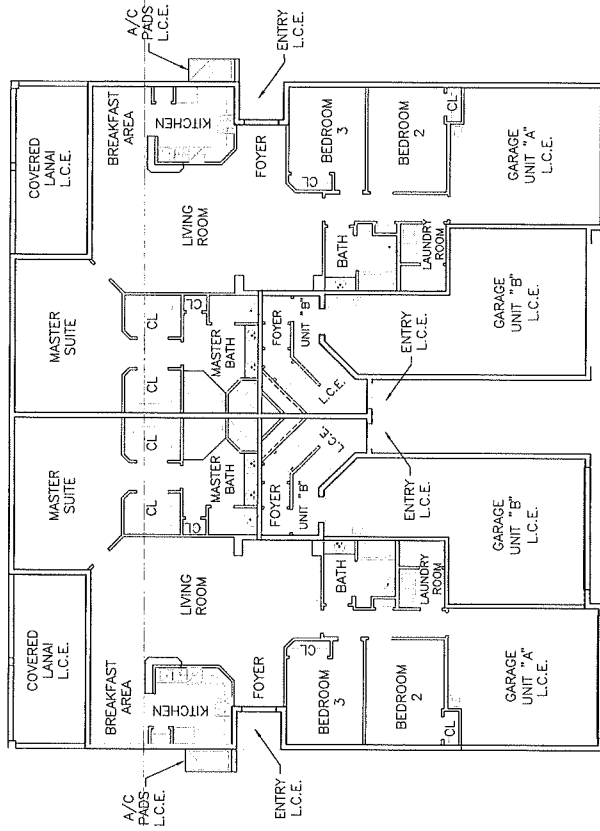
IMPROVEMENTS SHOWN HEREON ARE PROPOSED UNLESS OTHERWISE NOTED

*** NOT A SURVEY ***

DESCRIPTION: FIRST AND SECOND FLOOR UNIT BOUNDARY PLAN AND SCHEMATIC SECTION COACH HOMES I AT TREVISO BAY, A PHASE CONDOMINIUM, PHASE 5 OF PART OF TRACT FD-1, VERCELLI, PLAT BOOK 48, PAGES 11-14, COLLIER COUNTY, FLORIDA

DATE: 01/12
 SCALE: 1"=10'
 SHEET NUMBER: 3 of 3
 PROJECT NO. AND WORK ORDER NO.: 274510775
 CLIENT: LENNAR HOMES, LLC
 CROSS REFERENCE FILE NO.: 2D-1-12BE

COACH HOMES I AT TREVISO BAY, A PHASE CONDOMINIUM PHASE 5



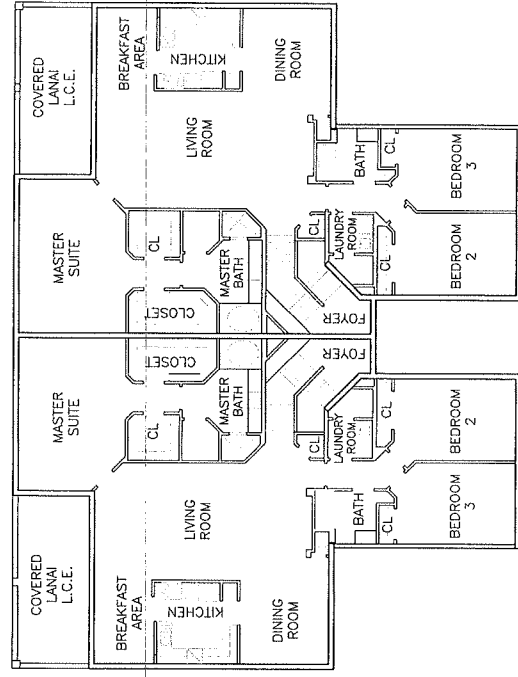
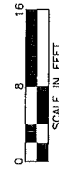
LEFT HAND RIGHT HAND

UNIT "A" FIRST FLOOR

UNIT ROOM SIZE (TYPICAL)

ALL ROOM SIZES ARE APPROXIMATE

MASTER SUITE	19.8'X 14.4'
LIVING ROOM	18.7'X 16'
DINING ROOM	11.6'X 11.4'
BREAKFAST	10'X 7.5'
KITCHEN	10'X 10'
BEDROOM 2	13.1'X 10.4'
BEDROOM 3	13.1'X 10.1'
BATH	9.2'X 7.2'
MASTER BATH	15.2'X 9.8'
LANAI	22'X 9.3'



LEFT HAND RIGHT HAND

UNIT "B" SECOND FLOOR

UNIT ROOM SIZE (TYPICAL)

ALL ROOM SIZES ARE APPROXIMATE

MASTER SUITE	19.7'X 13.9'
LIVING ROOM	27.5'X 15.2'
DINING ROOM	11'X 10.2'
BREAKFAST	11'X 8'
KITCHEN	10.8'X 10.8'
BEDROOM 2	17.2'X 10.9'
BEDROOM 3	16'X 10.3'
BATH	8'X 7'
MASTER BATH	15.8'X 10'
LANAI	22'X 9.3'

GENERAL NOTES:

1. A/C = AIR CONDITIONING
2. CL = CLOSET
3. L.C.E. = LIMITED COMMON ELEMENT
4. C.E. = COMMON ELEMENT
5. THIS EXHIBIT WAS PREPARED FROM ARCHITECTURAL PLANS PREPARED BY: WOOLF & ASSOCIATES 20020 VETERANS BOULEVARD PORT CHARLOTTE, FLORIDA

IMPROVEMENTS SHOWN HEREON ARE PROPOSED UNLESS OTHERWISE NOTED

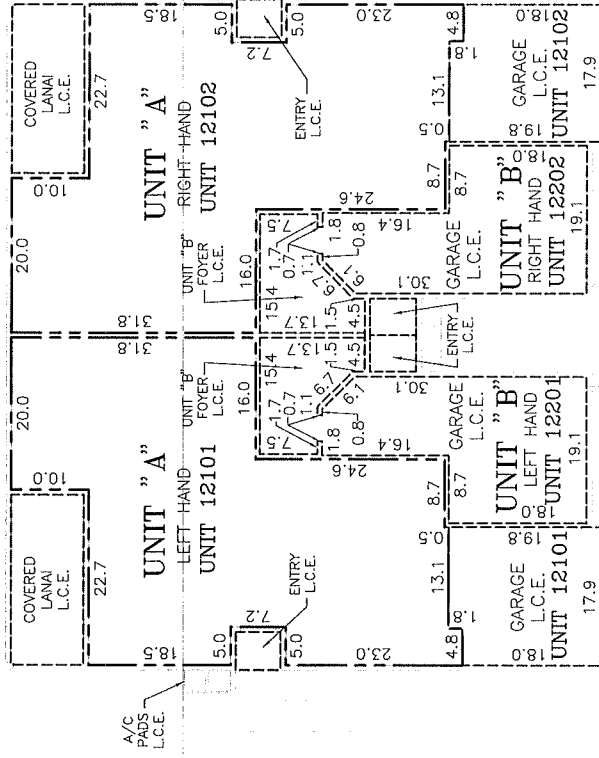
*** NOT A SURVEY ***

Wilson Miller Stantec 3200 Bailey Ln, Suite 200, Jacksonville, Florida 32205 Phone 232-649-4040 • Fax 232-642-5776 • Web Site www.stantec.com Certificate of Authorization #42 - Florida License #C-000070	DESCRIPTION: FLOOR PLANS COACH HOMES I AT TREVISO BAY, A PHASE CONDOMINIUM, PHASE 5 OF PART OF TRACT FD-1, VERCELLI PLAT BOOK 48, PAGES 11-14, COLLIER COUNTY, FLORIDA	DATE: 03/12 1"=10' SHEET NO. 4 OF 4 215610779 4 OF 4 2D-126E	CLIENT: LENNAR HOMES, LLC
--	---	--	------------------------------

**COACH HOMES I AT TREVISO BAY, A PHASE CONDOMINIUM
GENERAL NOTES**

- 3.12. UNITS. THE CONDOMINIUM WILL CONTAINS A TOTAL OF ONE HUNDRED SIXTEEN (116) UNITS IF ALL PHASES ARE SUBMITTED, WHICH ARE LOCATED AND INDIVIDUALLY DESCRIBED HEREIN. THE BOUNDARIES OF EACH UNIT ARE AS FOLLOWS:
- 3.12.1. UPPER AND LOWER BOUNDARIES. THE UPPER AND LOWER BOUNDARIES OF THE UNIT SHALL BE THE FOLLOWING BOUNDARIES EXTENDED TO AN INTERSECTION WITH THE PERIMETRICAL BOUNDARIES;
- 3.12.1.1. UPPER BOUNDARIES. THE HORIZONTAL PLANE OF THE LOWEST SURFACE OF THE UNFINISHED CEILING SLAB.
- 3.12.1.2. LOWER BOUNDARIES. THE HORIZONTAL PLANE OF THE HIGHEST SURFACE OF THE UNFINISHED FLOOR SLAB AND THE INTERIOR STAIRWAY SERVING EACH SECOND FLOOR UNIT.
- 3.12.1.3. INTERIOR WALLS. NO PART OF THE NON-STRUCTURAL INTERIOR PARTITION WALLS WITHIN A UNIT SHALL BE CONSIDERED PART OF THE BOUNDARY OF A UNIT.
- 3.12.2. PERIMETRICAL BOUNDARIES. THE PERIMETRICAL BOUNDARIES OF THE UNIT SHALL BE THE VERTICAL PLANES OF THE BOUNDARY LINES DEFINED AND DEPICTED HEREIN, EXTENDED TO AN INTERSECTION WITH EACH OTHER AND WITH THE UPPER AND LOWER BOUNDARIES. ANY NON-LOADBEARING PORTION OF A PERIMETER WALL INSIDE THE PERIMETRICAL BOUNDARY OF A UNIT SHALL BE DEEMED A PART OF THE UNIT.
- 3.12.3. CERTAIN ITEMS EXCLUSIVELY SERVING A UNIT. IN ADDITION TO THE AREA WITHIN THE PERIMETRICAL AND UPPER AND LOWER BOUNDARIES DESCRIBED ABOVE, EACH UNIT SHALL BE DEEMED TO INCLUDE WITHIN ITS BOUNDARIES THE AIR HANDLING EQUIPMENT (LOCATED ON THE LAND ADJACENT TO THE BUILDING) EXCLUSIVELY SERVING THE UNIT AND ALL FOYERS DOORS, SCREEN DOORS, SCREEN WINDOWS, WINDOWS, GLASS AND ANY OTHER MATERIALS COVERING OPENINGS IN THE EXTERIOR OF THE UNIT, WHICH SERVE THE UNIT EXCLUSIVELY; PROVIDED HOWEVER SCREENING WITHIN THE BOUNDARIES OF A LIMITED COMMON ELEMENT FORMING PART OF A SCREENED PATIO SHALL BE DEEMED A LIMITED COMMON ELEMENT AND SHALL NOT FORM A PART OF A UNIT.
- 3.12.4. COVERED SCREEN LANAIS, DRIVEWAYS AND GARAGES. COVERED SCREENED LANAIS, DRIVEWAYS AND GARAGES, IF ANY SHALL NOT FORM A PART OF A UNIT AS SUCH AREAS ARE LIMITED COMMON ELEMENTS.
- 3.12.5. HEATING/AIR CONDITIONING EQUIPMENT AND WATER HEATER. THE HEATING/AIR CONDITIONING EQUIPMENT AND WATER HEATER SERVING A UNIT SHALL FORM A PART OF THE UNIT WHERE SUCH EQUIPMENT IS LOCATED. THE MAINTENANCE OF ANY SUCH EQUIPMENT SHALL BE THE SOLE RESPONSIBILITY OF THE UNIT BEING SERVED.
- 3.12.6. EXCEPTIONS. ANY PIPING, WIRING, DUCTS OR OTHER UTILITY INSTALLATIONS WHICH ARE LOCATED WITHIN ONE UNIT BUT WHICH SERVICE OTHER UNITS OR THE COMMON ELEMENTS AND THE REINFORCED CONCRETE PORTIONS OF ANY LOAD-BEARING COLUMNS OR WALLS WITHIN A UNIT SHALL BE COMMON ELEMENTS.
- 3.12.7. ENTRANCES. THE ENTRANCE OF EACH UNIT, AS SHOWN HEREIN, SHALL BE A LIMITED COMMON ELEMENT OF THE UNIT WHICH SUCH ENTRANCE EXCLUSIVELY SERVES.
- 3.12.8. GENERAL. IN CASES NOT SPECIFICALLY COVERED ABOVE, AND/OR IN ANY CASE OF CONFLICT OR AMBIGUITY, THE SURVEY OF THE UNITS SHALL CONTROL IN DETERMINING THE BOUNDARIES OF A UNIT, EXCEPT THAT THE PROVISIONS OF SECTIONS 3.12.1 AND 3.12.2 ABOVE SHALL CONTROL UNLESS SPECIFICALLY DEPICTED AND LABELED OTHERWISE ON SUCH SURVEY.
- 3.13. COMMONS ELEMENTS. THE COMMON ELEMENTS INCLUDE:
- 3.13.1. THE PORTIONS OF THE CONDOMINIUM PROPERTY WHICH ARE NOT INCLUDED WITHIN THE UNITS.
- 3.13.2. EASEMENTS THROUGH UNITS FOR CONDUITS, DUCTS, PLUMBING, PIPES, WIRING AND OTHER FACILITIES FOR THE FURNISHING OF UTILITIES AND OTHER SERVICES TO UNITS AND COMMON ELEMENTS.
- 3.13.3. AN EASEMENT OF SUPPORT IN EVERY PORTION OF THE UNIT WHICH CONTRIBUTES TO THE SUPPORT OF THE BUILDING.
- 3.13.4. THE PROPERTY AND INSTALLATIONS REQUIRED FOR THE FURNISHINGS OF UTILITIES AND OTHER SERVICES TO MORE THAN ONE UNIT OR TO THE COMMON ELEMENTS.
- 3.13.5. LIMITED COMMON ELEMENTS: PROVIDED HOWEVER, LIMITED COMMON ELEMENTS ARE NOT ACCESSIBLE BY ALL UNIT OWNERS.
- 3.13.6. FIXTURES OWNED OR HELD FOR THE COMMON USE, BENEFIT AND ENJOYMENT OF ALL UNIT OWNERS IN THE CONDOMINIUM.
- 3.13.7. METER ROOMS, ELECTRICAL ROOMS AND MECHANICAL ROOMS, IF ANY.
- 3.14. LIMITED COMMON ELEMENTS. EACH UNIT SHALL HAVE CERTAIN LIMITED COMMON ELEMENTS APPURTENANT THERETO AS FOLLOWS:
- 3.14.1. COVERED SCREENED LANAIS, INTERIOR STAIRWAYS AND FOYERS. COVERED SCREENED LANAIS, INTERIOR STAIRWAYS AND FOYERS WHICH ARE ACCESSIBLE FROM A UNIT SHALL BE LIMITED COMMON ELEMENTS APPURTENANT TO THE UNIT AND FOR THE EXCLUSIVE USE OF THE UNIT OWNER OWNING SUCH UNIT. THERE IS NO GUARANTEE THAT ANY UNIT SHALL HAVE ANY SPECIFIC VIEW.
- 3.14.2. DRIVEWAYS AND GARAGES. EACH UNIT SHALL BE ENTITLED TO THE EXCLUSIVE USE OF ONE (1) TWO (2) CAR GARAGE THAT IS ASSIGNED TO THAT UNIT HEREIN TOGETHER WITH THE EXCLUSIVE RIGHT OF USE OF ANY DRIVEWAY PAVEMENT LEADING TO ANY GARAGE. SUCH GARAGE MAY NOT BE CONVEYED, ASSIGNED OR ENCUMBERED EXCEPT AS AN APPURTENANCE TO THE UNIT WHICH IT IS ASSIGNED.
- 3.14.3. AIR SPACE AND AREA FOR AIR HANDLING COMPRESSOR EQUIPMENT. THE RIGHT OF EXCLUSIVE USE OF THE AIR SPACE AND AREA OF THE LAND ADJACENT TO EACH UNIT (OR ON THE SLAB ADJACENT TO THE UNIT LOCATED BELOW SUCH UNIT WITH RESPECT TO SECOND FLOOR UNITS) OCCUPIED BY THE AIR HANDLING COMPRESSOR EQUIPMENT CONSTITUTING A PART OF AND SERVING A UNIT SHALL BE A LIMITED COMMON ELEMENT APPURTENANT TO THE UNIT.
- 3.14.4. MAILBOXES. EACH UNIT SHALL BE ASSIGNED ONE (1) MAILBOX (EACH A "MAILBOX"). UPON SUCH ASSIGNMENT, THE MAILBOX SO ASSIGNED SHALL BE DEEMED A LIMITED COMMON ELEMENT OF THE UNIT AND THE UNIT OWNER'S RIGHT TO USE SUCH MAILBOX SHALL BECOME AN APPURTENANCE TO THE UNIT. THE EXCLUSIVE USE OF ANY SUCH MAIL BOX MAY NOT BE CONVEYED OR ASSIGNED TO ANOTHER UNIT OR UNIT OWNER.
- 3.14.5. OTHER. ANY OTHER PORTION OF THE COMMON ELEMENTS WHICH, BY ITS NATURE, CANNOT SERVE ALL UNITS BUT SERVES ONE (1) UNIT OR MORE THAN (1) UNIT, SHALL BE DEEMED A LIMITED COMMON ELEMENT OF THE UNIT(S) SERVED AND SHALL BE MAINTAINED BY SUCH OWNER. IN THE EVENT OF ANY DOUBT OR DISPUTE AS TO WHETHER ANY PORTION OF THE COMMON ELEMENTS CONSTITUTES A LIMITED COMMON ELEMENT OR IN THE EVENT OF ANY QUESTIONS AS TO WHICH UNITS ARE SERVED THEREBY, A DECISION SHALL BE MADE BY A MAJORITY VOTE OF THE BOARD AND SHALL BE BINDING AND CONCLUSIVE WHEN SO MADE.

COACH HOMES I AT TREVISO BAY, A PHASE CONDOMINIUM PHASE 6



FIRST FLOOR

- GENERAL NOTES:**
- REFER TO DECLARATION OF CONDOMINIUM FOR DEFINITION AND DESIGNATION OF UNIT BOUNDARY.
 - INDICATES UNIT BOUNDARY.
 - EVERYTHING EXTERIOR TO THE UNITS AND LIMITED COMMON ELEMENT (L.C.E.) IS COMMON ELEMENT (C.E.).
 - THERE IS AN AIR CONDITIONING COMPRESSOR LIMITED COMMON ELEMENT (L.C.E.) FOR EACH UNIT LOCATED OUTSIDE OF THE BUILDING.
 - ELEVATIONS ARE BASED ON NATIONAL GEODETIC VERTICAL DATUM, 1929, (NGVD29).
 - THIS EXHIBIT WAS PREPARED FROM ARCHITECTURAL PLANS PREPARED BY: WOOLF & ASSOCIATES, 20020 VETERANS BOULEVARD, PORT CHARLOTTE, FLORIDA

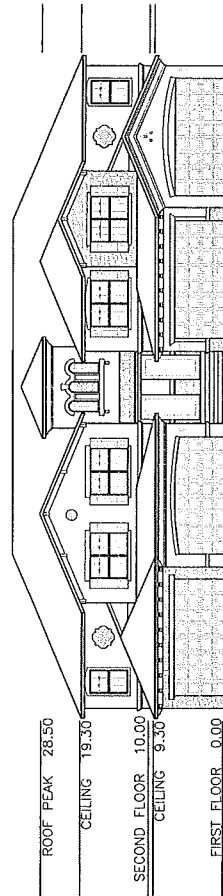
IMPROVEMENTS SHOWN HEREON ARE PROPOSED UNLESS OTHERWISE NOTED

ACTIVITY	INITIALS	EXP. A	DATE	APPROVED:
RESEARCH				
FIELD WORK/CREW CHIEF				
DRAFTED:	UMT	453	01	03
DECEDED BY:	JPM	275	01	03
FIELD BOOK/PAGE				

Wilson Miller Stantec
 3200 Bailey Ln., Suite 200, Naples, Florida 34105
 Phone 239-469-4000 • Fax 239-469-5776 • Web Site www.stantec.com
 Certificate of Authorization #43 - Florida License #CC-000070

DESCRIPTION: FIRST AND SECOND FLOOR UNIT BOUNDARY PLAN AND SCHEMATIC SECTION COACH HOMES I AT TREVISO BAY, A PHASE CONDOMINIUM, PHASE 6 OF PART OF TRACT FD-1, VERCELLI, PLAT BOOK 46, PAGES 11-14, COLLIER COUNTY, FLORIDA

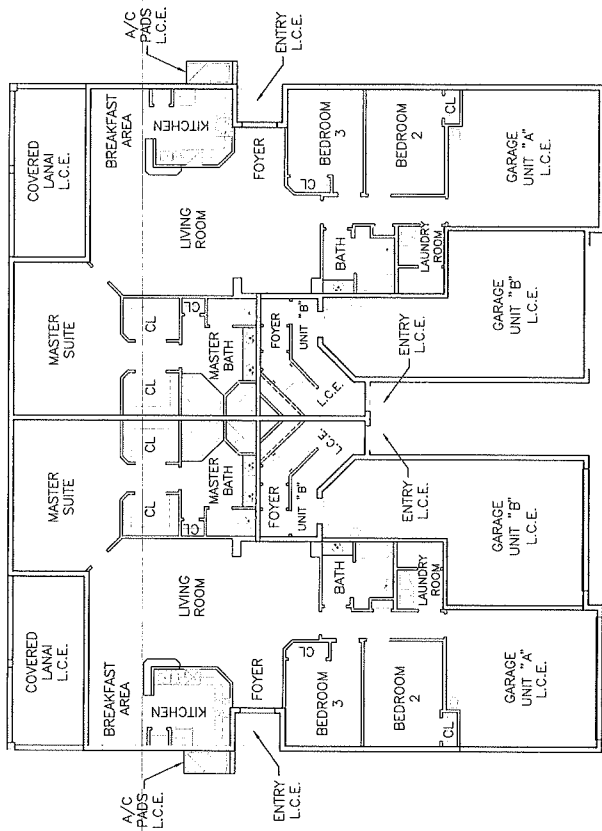
DATE: 01/12
SCALE: 1" = 10'
CLIENT: LENNAR HOMES, LLC
PROJECT NO. AND WORK ORDER NO. (SHEET NUMBER): 215610779
DWG. REFERENCE FILE NO.: 2D-126F



FRONT ELEVATION / SCHEMATIC SECTION

IMPROVEMENTS SHOWN HEREON ARE PROPOSED UNLESS OTHERWISE NOTED

COACH HOMES I AT TREVISO BAY, A PHASE CONDOMINIUM PHASE 6



LEFT HAND

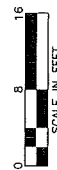
RIGHT HAND

UNIT "A"

FIRST FLOOR

UNIT ROOM SIZE (TYPICAL)

ALL ROOM SIZES ARE APPROXIMATE	
MASTER SUITE	19.8'X 14.4'
LIVING ROOM	18.7'X 16'
DINING ROOM	11.6'X 11.4'
BREAKFAST	10'X 7.5'
KITCHEN	10'X 10'
BEDROOM 2	13.1'X 10.4'
BEDROOM 3	13.1'X 10.1'
BATH	9.2'X 7.2'
MASTER BATH	15.2'X 9.8'
LANAI	22'X 9.3'



SCALE IN FEET

ACTIVITY	INITIALS	EXP. #	MO.	DAY	YR.	APPROVED:
RESEARCH						
FIELD WORK/VIEW CHIEF						
CHECKED BY:	UAT	453	01	03	12	
FIELD BOOK/PAGE	JPM	275	01	03	12	

Wilson Miller Stantec
2000 Bailey Ln, Suite 200, Naples, Florida 34105
Phone 239-444-1111
Certificate of Authorization 43 - Florida License K-C-00070

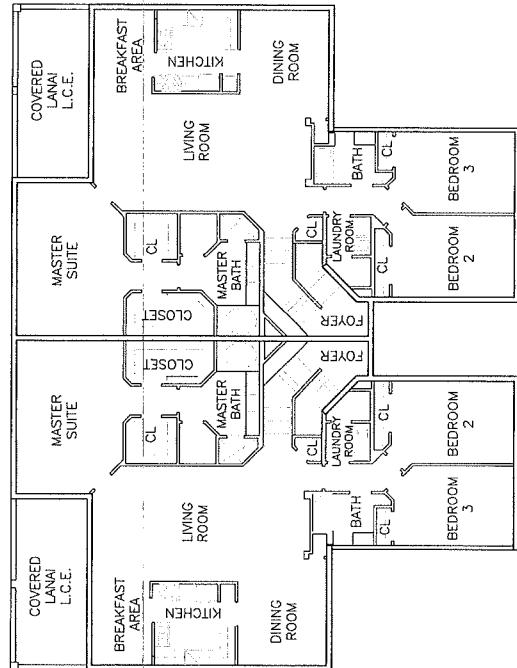
Man
J. MALONEY, P.E. (LS4453)

IMPROVEMENTS SHOWN HEREON ARE
PROPOSED UNLESS OTHERWISE NOTED

*** NOT A SURVEY ***

DESCRIPTION: FLOOR PLANS
COACH HOMES I AT TREVISO BAY,
A PHASE CONDOMINIUM, PHASE 6
OF PART OF TRACT PD-VERCULLI,
PLAT BOOK 48, PAGES 11-14, COLLIER COUNTY, FLORIDA

CLIENT: LENNAR HOMES, LLC
DATE: 01/12
SCALE: 1" = 10'
SHEET NUMBER: 21 OF 26
PROJECT NO. AND WORK ORDER NO.: 210610779
FILE NO.: 2D-126F



LEFT HAND

RIGHT HAND

UNIT "B"

SECOND FLOOR

UNIT ROOM SIZE (TYPICAL)

ALL ROOM SIZES ARE APPROXIMATE	
MASTER SUITE	19.7'X 13.9'
LIVING ROOM	27.5'X 15.2'
DINING ROOM	11'X 10.2'
BREAKFAST	11'X 8'
KITCHEN	10.8'X 10.8'
BEDROOM 2	17.2'X 10.9'
BEDROOM 3	16'X 10.3'
BATH	8'X 7'
MASTER BATH	15.8'X 10'
LANAI	22'X 9.3'

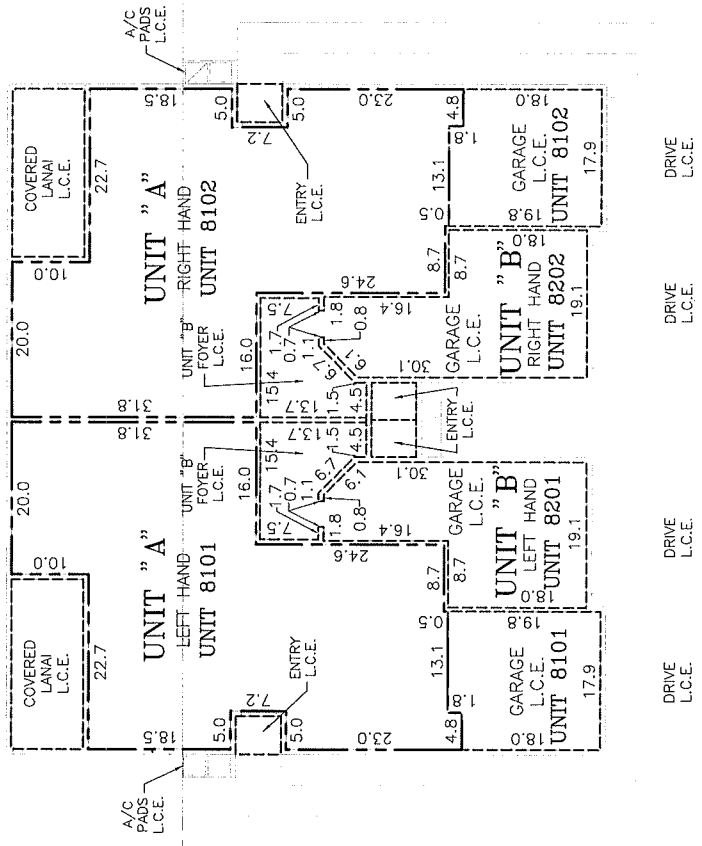
GENERAL NOTES:

1. A/C = AIR CONDITIONING
2. CL = CLOSET
3. L.C.E. = LIMITED COMMON ELEMENT
4. C.E. = COMMON ELEMENT
5. THIS EXHIBIT WAS PREPARED FROM ARCHITECTURAL PLANS PREPARED BY: WOOLF & ASSOCIATES 20020 VETERANS BOULEVARD PORT CHARLOTTE, FLORIDA

**COACH HOMES I AT TREVISO BAY, A PHASE CONDOMINIUM
GENERAL NOTES**

- 3.12. UNITS. THE CONDOMINIUM WILL CONTAINS A TOTAL OF ONE HUNDRED SIXTEEN (116) UNITS IF ALL PHASES ARE SUBMITTED, WHICH ARE LOCATED AND INDIVIDUALLY DESCRIBED HEREIN. THE BOUNDARIES OF EACH UNIT ARE AS FOLLOWS:
- 3.12.1. UPPER AND LOWER BOUNDARIES. THE UPPER AND LOWER BOUNDARIES OF THE UNIT SHALL BE THE FOLLOWING BOUNDARIES EXTENDED TO AN INTERSECTION WITH THE PERIMETRICAL BOUNDARIES;
- 3.12.1.1. UPPER BOUNDARIES. THE HORIZONTAL PLANE OF THE LOWEST SURFACE OF THE UNFINISHED CEILING SLAB.
- 3.12.1.2. LOWER BOUNDARIES. THE HORIZONTAL PLANE OF THE HIGHEST SURFACE OF THE UNFINISHED FLOOR SLAB AND THE INTERIOR STAIRWAY SERVING EACH SECOND FLOOR UNIT.
- 3.12.1.3. INTERIOR WALLS. NO PART OF THE NON-STRUCTURAL INTERIOR PARTITION WALLS WITHIN A UNIT SHALL BE CONSIDERED PART OF THE BOUNDARY OF A UNIT.
- 3.12.2. PERIMETRICAL BOUNDARIES. THE PERIMETRICAL BOUNDARIES OF THE UNIT SHALL BE THE VERTICAL PLANES OF THE BOUNDARY LINES DEFINED AND DEPICTED HEREIN, EXTENDED TO AN INTERSECTION WITH EACH OTHER AND WITH THE UPPER AND LOWER BOUNDARIES. ANY NON-LOADBEARING PORTION OF A PERIMETER WALL INSIDE THE PERIMETRICAL BOUNDARY OF A UNIT SHALL BE DEEMED A PART OF THE UNIT.
- 3.12.3. CERTAIN ITEMS EXCLUSIVELY SERVING A UNIT. IN ADDITION TO THE AREA WITHIN THE PERIMETRICAL AND UPPER AND LOWER BOUNDARIES DESCRIBED ABOVE, EACH UNIT SHALL BE DEEMED TO INCLUDE WITHIN ITS BOUNDARIES THE AIR HANDLING EQUIPMENT (LOCATED ON THE LAND ADJACENT TO THE BUILDING) EXCLUSIVELY SERVING THE UNIT AND ALL FOYERS DOORS, SCREEN DOORS, SCREEN WINDOWS, WINDOWS, GLASS AND ANY OTHER MATERIALS COVERING OPENINGS IN THE EXTERIOR OF THE UNIT, WHICH SERVE THE UNIT EXCLUSIVELY; PROVIDED HOWEVER SCREENING WITHIN THE BOUNDARIES OF A LIMITED COMMON ELEMENT FORMING PART OF A SCREENED PATIO SHALL BE DEEMED A LIMITED COMMON ELEMENT AND SHALL NOT FORM A PART OF A UNIT.
- 3.12.4. COVERED SCREEN LANAIS, DRIVEWAYS AND GARAGES. COVERED SCREENED LANAIS, DRIVEWAYS AND GARAGES, IF ANY SHALL NOT FORM A PART OF A UNIT AS SUCH AREAS ARE LIMITED COMMON ELEMENTS.
- 3.12.5. HEATING/AIR CONDITIONING EQUIPMENT AND WATER HEATER. THE HEATING/AIR CONDITIONING EQUIPMENT AND WATER HEATER SERVING A UNIT SHALL FORM A PART OF THE UNIT WHERE SUCH EQUIPMENT IS LOCATED. THE MAINTENANCE OF ANY SUCH EQUIPMENT SHALL BE THE SOLE RESPONSIBILITY OF THE UNIT BEING SERVED.
- 3.12.6. EXCEPTIONS. ANY PIPING, WIRING, DUCTS OR OTHER UTILITY INSTALLATIONS WHICH ARE LOCATED WITHIN ONE UNIT BUT WHICH SERVICE OTHER UNITS OR THE COMMON ELEMENTS AND THE REINFORCED CONCRETE PORTIONS OF ANY LOAD-BEARING COLUMNS OR WALLS WITHIN A UNIT SHALL BE COMMON ELEMENTS.
- 3.12.7. ENTRANCES. THE ENTRANCE OF EACH UNIT, AS SHOWN HEREIN, SHALL BE A LIMITED COMMON ELEMENT OF THE UNIT WHICH SUCH ENTRANCE EXCLUSIVELY SERVES.
- 3.12.8. GENERAL. IN CASES NOT SPECIFICALLY COVERED ABOVE, AND/OR IN ANY CASE OF CONFLICT OR AMBIGUITY, THE SURVEY OF THE UNITS SHALL CONTROL IN DETERMINING THE BOUNDARIES OF A UNIT, EXCEPT THAT THE PROVISIONS OF SECTIONS 3.12.1 AND 3.12.2 ABOVE SHALL CONTROL UNLESS SPECIFICALLY DEPICTED AND LABELED OTHERWISE ON SUCH SURVEY.
- 3.13. COMMONS ELEMENTS. THE COMMON ELEMENTS INCLUDE:
- 3.13.1. THE PORTIONS OF THE CONDOMINIUM PROPERTY WHICH ARE NOT INCLUDED WITHIN THE UNITS.
- 3.13.2. EASEMENTS THROUGH UNITS FOR CONDUITS, DUCTS, PLUMBING, PIPES, WIRING AND OTHER FACILITIES FOR THE FURNISHING OF UTILITIES AND OTHER SERVICES TO UNITS AND COMMON ELEMENTS.
- 3.13.3. AN EASEMENT OF SUPPORT IN EVERY PORTION OF THE UNIT WHICH CONTRIBUTES TO THE SUPPORT OF THE BUILDING.
- 3.13.4. THE PROPERTY AND INSTALLATIONS REQUIRED FOR THE FURNISHINGS OF UTILITIES AND OTHER SERVICES TO MORE THAN ONE UNIT OR TO THE COMMON ELEMENTS.
- 3.13.5. LIMITED COMMON ELEMENTS: PROVIDED HOWEVER, LIMITED COMMON ELEMENTS ARE NOT ACCESSIBLE BY ALL UNIT OWNERS.
- 3.13.6. FIXTURES OWNED OR HELD FOR THE COMMON USE, BENEFIT AND ENJOYMENT OF ALL UNIT OWNERS IN THE CONDOMINIUM.
- 3.13.7. METER ROOMS, ELECTRICAL ROOMS AND MECHANICAL ROOMS, IF ANY.
- 3.14. LIMITED COMMON ELEMENTS. EACH UNIT SHALL HAVE CERTAIN LIMITED COMMON ELEMENTS APPURTENANT THERETO AS FOLLOWS:
- 3.14.1. COVERED SCREENED LANAIS, INTERIOR STAIRWAYS AND FOYERS. COVERED SCREENED LANAIS, INTERIOR STAIRWAYS AND FOYERS WHICH ARE ACCESSIBLE FROM A UNIT SHALL BE LIMITED COMMON ELEMENTS APPURTENANT TO THE UNIT AND FOR THE EXCLUSIVE USE OF THE UNIT OWNER OWNING SUCH UNIT. THERE IS NO GUARANTEE THAT ANY UNIT SHALL HAVE ANY SPECIFIC VIEW.
- 3.14.2. DRIVEWAYS AND GARAGES. EACH UNIT SHALL BE ENTITLED TO THE EXCLUSIVE USE OF ONE (1) TWO (2) CAR GARAGE THAT IS ASSIGNED TO THAT UNIT HEREIN TOGETHER WITH THE EXCLUSIVE RIGHT OF USE OF ANY DRIVEWAY PAVEMENT LEADING TO ANY GARAGE. SUCH GARAGE MAY NOT BE CONVEYED, ASSIGNED OR ENCUMBERED EXCEPT AS AN APPURTENANCE TO THE UNIT WHICH IT IS ASSIGNED.
- 3.14.3. AIR SPACE AND AREA FOR AIR HANDLING COMPRESSOR EQUIPMENT. THE RIGHT OF EXCLUSIVE USE OF THE AIR SPACE AND AREA OF THE LAND ADJACENT TO EACH UNIT (OR ON THE SLAB ADJACENT TO THE UNIT LOCATED BELOW SUCH UNIT WITH RESPECT TO SECOND FLOOR UNITS) OCCUPIED BY THE AIR HANDLING COMPRESSOR EQUIPMENT CONSTITUTING A PART OF AND SERVING A UNIT SHALL BE A LIMITED COMMON ELEMENT APPURTENANT TO THE UNIT.
- 3.14.4. MAILBOXES. EACH UNIT SHALL BE ASSIGNED ONE (1) MAILBOX (EACH A "MAILBOX"). UPON SUCH ASSIGNMENT, THE MAILBOX SO ASSIGNED SHALL BE DEEMED A LIMITED COMMON ELEMENT OF THE UNIT AND THE UNIT OWNER'S RIGHT TO USE SUCH MAILBOX SHALL BECOME AN APPURTENANCE TO THE UNIT. THE EXCLUSIVE USE OF ANY SUCH MAIL BOX MAY NOT BE CONVEYED OR ASSIGNED TO ANOTHER UNIT OR UNIT OWNER.
- 3.14.5. OTHER. ANY OTHER PORTION OF THE COMMON ELEMENTS WHICH, BY ITS NATURE, CANNOT SERVE ALL UNITS BUT SERVES ONE (1) UNIT OR MORE THAN (1) UNIT, SHALL BE DEEMED A LIMITED COMMON ELEMENT OF THE UNIT(S) SERVED AND SHALL BE MAINTAINED BY SUCH OWNER. IN THE EVENT OF ANY DOUBT OR DISPUTE AS TO WHETHER ANY PORTION OF THE COMMON ELEMENTS CONSTITUTES A LIMITED COMMON ELEMENT OR IN THE EVENT OF ANY QUESTIONS AS TO WHICH UNITS ARE SERVED THEREBY, A DECISION SHALL BE MADE BY A MAJORITY VOTE OF THE BOARD AND SHALL BE BINDING AND CONCLUSIVE WHEN SO MADE.

COACH HOMES I AT TREVISO BAY, A PHASE CONDOMINIUM PHASE 7

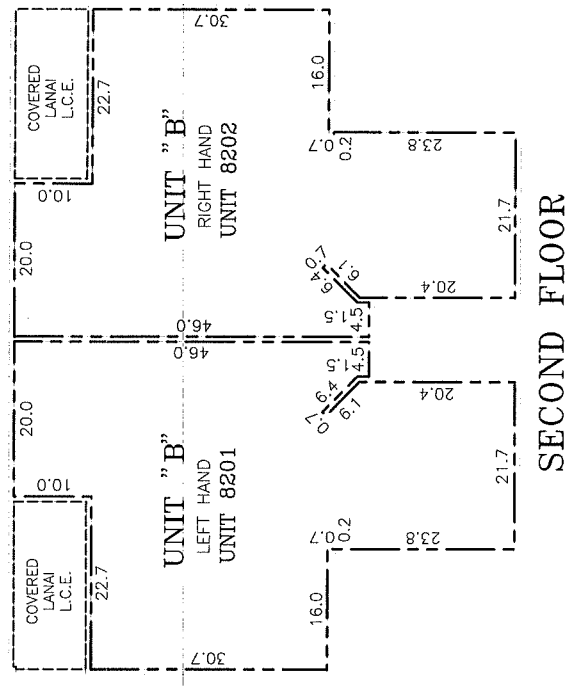


FIRST FLOOR

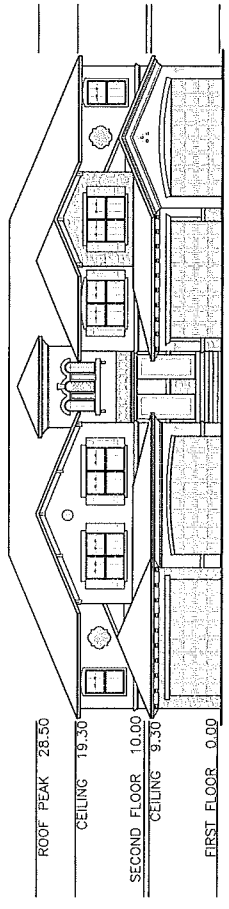
- GENERAL NOTES:**
- REFER TO DECLARATION OF CONDOMINIUM FOR DEFINITION AND DESIGNATION OF UNIT BOUNDARY
 - UNIT BOUNDARY INDICATES UNIT BOUNDARY
 - EVERYTHING EXTERIOR TO THE UNITS AND LIMITED COMMON ELEMENT (L.C.E.) IS COMMON ELEMENT (C.E.)
 - THERE IS AN AIR CONDITIONING COMPRESSOR LIMITED COMMON ELEMENT (L.C.E.) FOR EACH UNIT LOCATED OUTSIDE OF THE BUILDING.
 - ELEVATIONS ARE BASED ON NATIONAL GEODETIC VERTICAL DATUM, 1929, (NGVD29).
 - THIS EXHIBIT WAS PREPARED FROM ARCHITECTURAL PLANS PREPARED BY: ROOL & ASSOCIATES 3020 WILKINS BOULEVARD PORT CHARLOTTE, FLORIDA

ACTIVITY	INITIALS	DATE	BY	APPROVED:
RESEARCH				
FIELD WORK/CREW CHIEF				
DRAWN BY				
CHECKED BY				
FIELD BOOK/PAGE				

Jan 12, 2012 - 12:30:50 LUTTEVA\2156\active\1569999\Treviso\CONDO EXHIBITS\2D-1266-CONDO-I-SHT-3.dwg



SECOND FLOOR

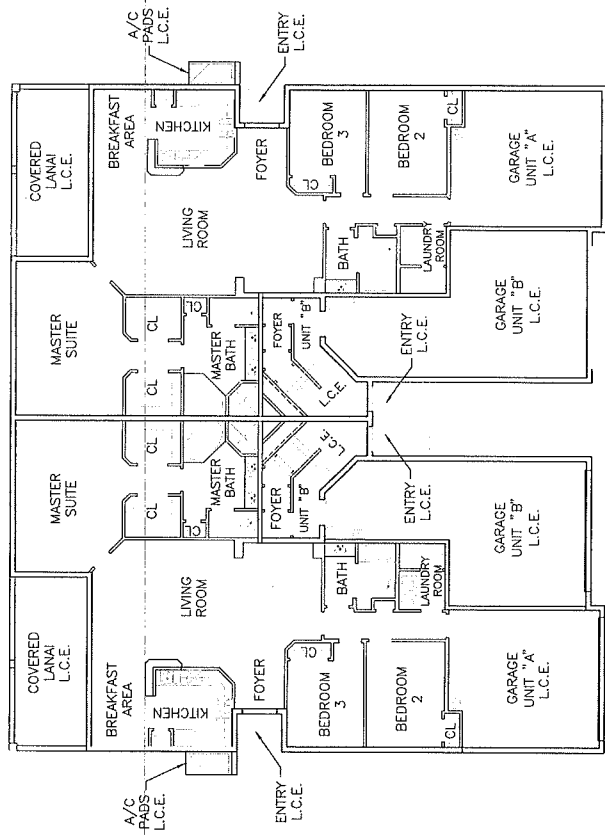


FRONT ELEVATION / SCHEMATIC SECTION

IMPROVEMENTS SHOWN HEREON ARE PROPOSED UNLESS OTHERWISE NOTED

DATE: 01/12	CLIENT: LENNAR HOMES, LLC
SCALE: 1"=10'	
CROSS REFERENCE FILE NO.: 215610779	FILE NO.: 2D-1266
DESCRIPTION: FIRST AND SECOND FLOOR UNIT BOUNDARY PLAN AND SCHEMATIC SECTION COACH HOMES I AT TREVISO BAY, A PHASE CONDOMINIUM, PHASE 7 OF PART OF TRACT FD-1, VERCELLI, PLAT BOOK 48, PAGES 11-14, COLLIER COUNTY, FLORIDA	

COACH HOMES I AT TREVISO BAY, A PHASE CONDOMINIUM PHASE 7

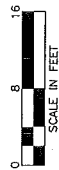


LEFT HAND RIGHT HAND

UNIT "A"

FIRST FLOOR

UNIT	ROOM	SIZE (TYPICAL)
ALL ROOM SIZES ARE APPROXIMATE		
MASTER SUITE		19.8'X 14.4'
LIVING ROOM		18.7'X 16'
DINING ROOM		11.6'X 11.4'
BREAKFAST		10'X 7.5'
KITCHEN		10'X 10'
BEDROOM 2		13.1'X 10.4'
BEDROOM 3		13.1'X 10.1'
BATH		9.2'X 7.2'
MASTER BATH		15.2'X 9.8'
LANAI		22'X 9.3'



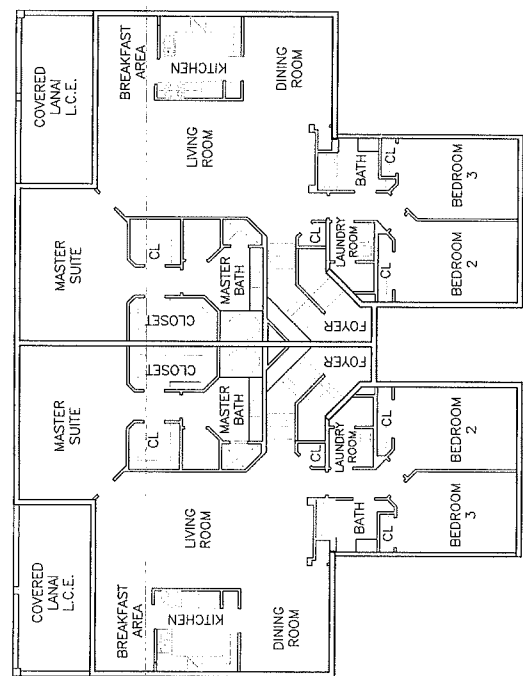
SCALE IN FEET

ACTIVITY	DATE	BY	RE	APPROVED
RESEARCH				
FIELD WORK/CREW CHIEF				
DRAWN				
CHECKED BY				
FIELD BOOK/PAGE				

Wilson Miller Stantec
3000 Bakers Ln., Suite 200, Ft. Lauderdale, FL 33309
Phone 239-648-4040 - Fax 239-648-5716 - Web Site wmlstntec.com
Certificate of Authorization #43 - Florida License #LC-000070

DESCRIPTION:
FLOOR PLANS
COACH HOMES I AT TREVISO BAY,
A PHASE CONDOMINIUM, PHASE 7
OF PART OF TRACT FD-1, VEGUELLI
PLAT BOOK 46, PAGES 11-14, COLLIER COUNTY, FLORIDA

CLIENT:
LENNAR HOMES, LLC
DATE: 01/12
BY: [Signature]
SCALE: 1" = 10'
DRAW NUMBER: 215610779
SHEET NUMBER: 4 OF 4
FILE NO.: 2D-126G



LEFT HAND RIGHT HAND

UNIT "B"

SECOND FLOOR

UNIT	ROOM	SIZE (TYPICAL)
ALL ROOM SIZES ARE APPROXIMATE		
MASTER SUITE		19.7'X 13.9'
LIVING ROOM		27.5'X 15.2'
DINING ROOM		11'X 10.2'
BREAKFAST		11'X 8'
KITCHEN		10.8'X 10.8'
BEDROOM 2		17.2'X 10.9'
BEDROOM 3		16'X 10.3'
BATH		8'X 7'
MASTER BATH		15.8'X 10'
LANAI		22'X 9.3'

GENERAL NOTES:

1. A/C = AIR CONDITIONING
2. CL = CLOSET
3. L.C.E. = LIMITED COMMON ELEMENT
4. C.E. = COMMON ELEMENT
5. THIS EXHIBIT WAS PREPARED FROM ARCHITECTURAL PLANS PREPARED BY: WOOLF & ASSOCIATES 20020 VETERANS BOULEVARD PORT CHARLOTTE, FLORIDA

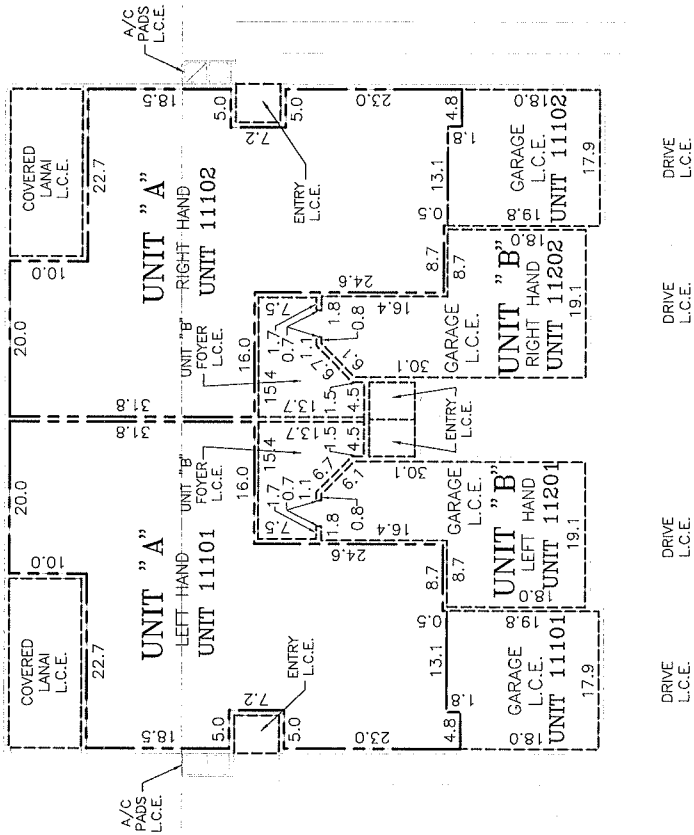
IMPROVEMENTS SHOWN HEREON ARE PROPOSED UNLESS OTHERWISE NOTED

*** NOT A SURVEY ***

**COACH HOMES I AT TREVISO BAY, A PHASE CONDOMINIUM
GENERAL NOTES**

- 3.12. UNITS. THE CONDOMINIUM WILL CONTAINS A TOTAL OF ONE HUNDRED SIXTEEN (116) UNITS IF ALL PHASES ARE SUBMITTED, WHICH ARE LOCATED AND INDIVIDUALLY DESCRIBED HEREIN. THE BOUNDARIES OF EACH UNIT ARE AS FOLLOWS:
- 3.12.1. UPPER AND LOWER BOUNDARIES. THE UPPER AND LOWER BOUNDARIES OF THE UNIT SHALL BE THE FOLLOWING BOUNDARIES EXTENDED TO AN INTERSECTION WITH THE PERIMETRICAL BOUNDARIES;
- 3.12.1.1. UPPER BOUNDARIES. THE HORIZONTAL PLANE OF THE LOWEST SURFACE OF THE UNFINISHED CEILING SLAB.
- 3.12.1.2. LOWER BOUNDARIES. THE HORIZONTAL PLANE OF THE HIGHEST SURFACE OF THE UNFINISHED FLOOR SLAB AND THE INTERIOR STAIRWAY SERVING EACH SECOND FLOOR UNIT.
- 3.12.1.3. INTERIOR WALLS. NO PART OF THE NON-STRUCTURAL INTERIOR PARTITION WALLS WITHIN A UNIT SHALL BE CONSIDERED PART OF THE BOUNDARY OF A UNIT.
- 3.12.2. PERIMETRICAL BOUNDARIES. THE PERIMETRICAL BOUNDARIES OF THE UNIT SHALL BE THE VERTICAL PLANES OF THE BOUNDARY LINES DEFINED AND DEPICTED HEREIN, EXTENDED TO AN INTERSECTION WITH EACH OTHER AND WITH THE UPPER AND LOWER BOUNDARIES. ANY NON-LOADBEARING PORTION OF A PERIMETER WALL INSIDE THE PERIMETRICAL BOUNDARY OF A UNIT SHALL BE DEEMED A PART OF THE UNIT.
- 3.12.3. CERTAIN ITEMS EXCLUSIVELY SERVING A UNIT. IN ADDITION TO THE AREA WITHIN THE PERIMETRICAL AND UPPER AND LOWER BOUNDARIES DESCRIBED ABOVE, EACH UNIT SHALL BE DEEMED TO INCLUDE WITHIN ITS BOUNDARIES THE AIR HANDLING EQUIPMENT (LOCATED ON THE LAND ADJACENT TO THE BUILDING) EXCLUSIVELY SERVING THE UNIT AND ALL FOYERS DOORS, SCREEN DOORS, SCREEN WINDOWS, WINDOWS, GLASS AND ANY OTHER MATERIALS COVERING OPENINGS IN THE EXTERIOR OF THE UNIT, WHICH SERVE THE UNIT EXCLUSIVELY; PROVIDED HOWEVER SCREENING WITHIN THE BOUNDARIES OF A LIMITED COMMON ELEMENT FORMING PART OF A SCREENED PATIO SHALL BE DEEMED A LIMITED COMMON ELEMENT AND SHALL NOT FORM A PART OF A UNIT.
- 3.12.4. COVERED SCREEN LANAIS, DRIVEWAYS AND GARAGES. COVERED SCREENED LANAIS, DRIVEWAYS AND GARAGES, IF ANY SHALL NOT FORM A PART OF A UNIT AS SUCH AREAS ARE LIMITED COMMON ELEMENTS.
- 3.12.5. HEATING/AIR CONDITIONING EQUIPMENT AND WATER HEATER. THE HEATING/AIR CONDITIONING EQUIPMENT AND WATER HEATER SERVING A UNIT SHALL FORM A PART OF THE UNIT WHERE SUCH EQUIPMENT IS LOCATED. THE MAINTENANCE OF ANY SUCH EQUIPMENT SHALL BE THE SOLE RESPONSIBILITY OF THE UNIT BEING SERVED.
- 3.12.6. EXCEPTIONS. ANY PIPING, WIRING, DUCTS OR OTHER UTILITY INSTALLATIONS WHICH ARE LOCATED WITHIN ONE UNIT BUT WHICH SERVICE OTHER UNITS OR THE COMMON ELEMENTS AND THE REINFORCED CONCRETE PORTIONS OF ANY LOAD-BEARING COLUMNS OR WALLS WITHIN A UNIT SHALL BE COMMON ELEMENTS.
- 3.12.7. ENTRANCES. THE ENTRANCE OF EACH UNIT, AS SHOWN HEREIN, SHALL BE A LIMITED COMMON ELEMENT OF THE UNIT WHICH SUCH ENTRANCE EXCLUSIVELY SERVES.
- 3.12.8. GENERAL. IN CASES NOT SPECIFICALLY COVERED ABOVE, AND/OR IN ANY CASE OF CONFLICT OR AMBIGUITY, THE SURVEY OF THE UNITS SHALL CONTROL IN DETERMINING THE BOUNDARIES OF A UNIT, EXCEPT THAT THE PROVISIONS OF SECTIONS 3.12.1 AND 3.12.2 ABOVE SHALL CONTROL UNLESS SPECIFICALLY DEPICTED AND LABELED OTHERWISE ON SUCH SURVEY.
- 3.13. COMMONS ELEMENTS. THE COMMON ELEMENTS INCLUDE:
- 3.13.1. THE PORTIONS OF THE CONDOMINIUM PROPERTY WHICH ARE NOT INCLUDED WITHIN THE UNITS.
- 3.13.2. EASEMENTS THROUGH UNITS FOR CONDUITS, DUCTS, PLUMBING, PIPES, WIRING AND OTHER FACILITIES FOR THE FURNISHING OF UTILITIES AND OTHER SERVICES TO UNITS AND COMMON ELEMENTS.
- 3.13.3. AN EASEMENT OF SUPPORT IN EVERY PORTION OF THE UNIT WHICH CONTRIBUTES TO THE SUPPORT OF THE BUILDING.
- 3.13.4. THE PROPERTY AND INSTALLATIONS REQUIRED FOR THE FURNISHINGS OF UTILITIES AND OTHER SERVICES TO MORE THAN ONE UNIT OR TO THE COMMON ELEMENTS.
- 3.13.5. LIMITED COMMON ELEMENTS: PROVIDED HOWEVER, LIMITED COMMON ELEMENTS ARE NOT ACCESSIBLE BY ALL UNIT OWNERS.
- 3.13.6. FIXTURES OWNED OR HELD FOR THE COMMON USE, BENEFIT AND ENJOYMENT OF ALL UNIT OWNERS IN THE CONDOMINIUM.
- 3.13.7. METER ROOMS, ELECTRICAL ROOMS AND MECHANICAL ROOMS, IF ANY.
- 3.14. LIMITED COMMON ELEMENTS. EACH UNIT SHALL HAVE CERTAIN LIMITED COMMON ELEMENTS APPURTENANT THERETO AS FOLLOWS:
- 3.14.1. COVERED SCREENED LANAIS, INTERIOR STAIRWAYS AND FOYERS. COVERED SCREENED LANAIS, INTERIOR STAIRWAYS AND FOYERS WHICH ARE ACCESSIBLE FROM A UNIT SHALL BE LIMITED COMMON ELEMENTS APPURTENANT TO THE UNIT AND FOR THE EXCLUSIVE USE OF THE UNIT OWNER OWNING SUCH UNIT. THERE IS NO GUARANTEE THAT ANY UNIT SHALL HAVE ANY SPECIFIC VIEW.
- 3.14.2. DRIVEWAYS AND GARAGES. EACH UNIT SHALL BE ENTITLED TO THE EXCLUSIVE USE OF ONE (1) TWO (2) CAR GARAGE THAT IS ASSIGNED TO THAT UNIT HEREIN TOGETHER WITH THE EXCLUSIVE RIGHT OF USE OF ANY DRIVEWAY PAVEMENT LEADING TO ANY GARAGE. SUCH GARAGE MAY NOT BE CONVEYED, ASSIGNED OR ENCUMBERED EXCEPT AS AN APPURTENANCE TO THE UNIT WHICH IT IS ASSIGNED.
- 3.14.3. AIR SPACE AND AREA FOR AIR HANDLING COMPRESSOR EQUIPMENT. THE RIGHT OF EXCLUSIVE USE OF THE AIR SPACE AND AREA OF THE LAND ADJACENT TO EACH UNIT (OR ON THE SLAB ADJACENT TO THE UNIT LOCATED BELOW SUCH UNIT WITH RESPECT TO SECOND FLOOR UNITS) OCCUPIED BY THE AIR HANDLING COMPRESSOR EQUIPMENT CONSTITUTING A PART OF AND SERVING A UNIT SHALL BE A LIMITED COMMON ELEMENT APPURTENANT TO THE UNIT.
- 3.14.4. MAILBOXES. EACH UNIT SHALL BE ASSIGNED ONE (1) MAILBOX (EACH A "MAILBOX"). UPON SUCH ASSIGNMENT, THE MAILBOX SO ASSIGNED SHALL BE DEEMED A LIMITED COMMON ELEMENT OF THE UNIT AND THE UNIT OWNER'S RIGHT TO USE SUCH MAILBOX SHALL BECOME AN APPURTENANCE TO THE UNIT. THE EXCLUSIVE USE OF ANY SUCH MAIL BOX MAY NOT BE CONVEYED OR ASSIGNED TO ANOTHER UNIT OR UNIT OWNER.
- 3.14.5. OTHER. ANY OTHER PORTION OF THE COMMON ELEMENTS WHICH, BY ITS NATURE, CANNOT SERVE ALL UNITS BUT SERVES ONE (1) UNIT OR MORE THAN (1) UNIT, SHALL BE DEEMED A LIMITED COMMON ELEMENT OF THE UNIT(S) SERVED AND SHALL BE MAINTAINED BY SUCH OWNER. IN THE EVENT OF ANY DOUBT OR DISPUTE AS TO WHETHER ANY PORTION OF THE COMMON ELEMENTS CONSTITUTES A LIMITED COMMON ELEMENT OR IN THE EVENT OF ANY QUESTIONS AS TO WHICH UNITS ARE SERVED THEREBY, A DECISION SHALL BE MADE BY A MAJORITY VOTE OF THE BOARD AND SHALL BE BINDING AND CONCLUSIVE WHEN SO MADE.

COACH HOMES I AT TREVISO BAY, A PHASE CONDOMINIUM PHASE 8

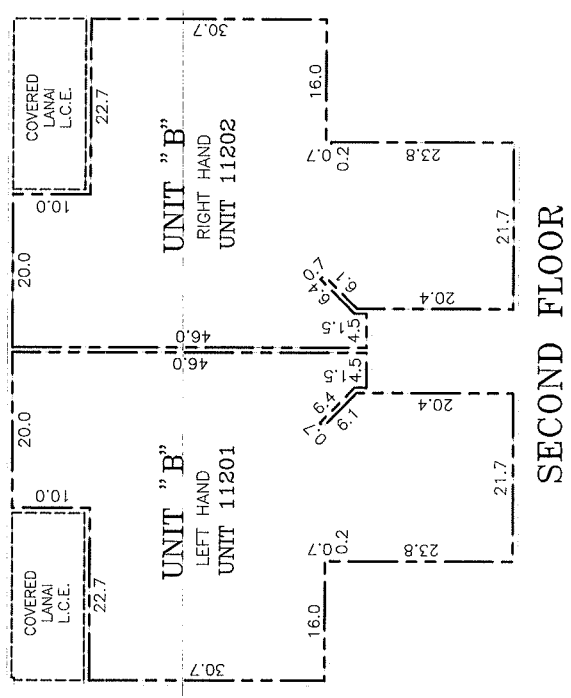


FIRST FLOOR

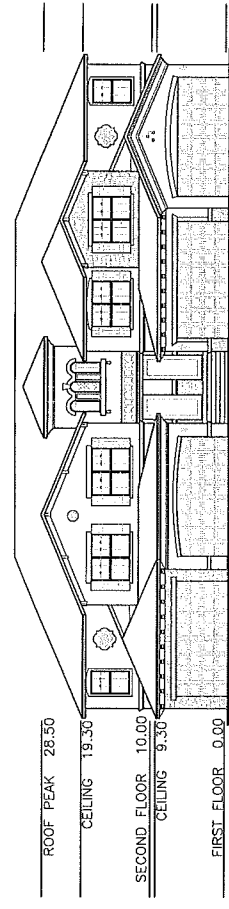
- GENERAL NOTES:
1. REFER TO DECLARATION OF CONDOMINIUM FOR DEFINITION AND DESIGNATION OF UNIT BOUNDARY.
 2. EVERYTHING EXTERIOR TO THE UNIT BOUNDARY INDICATES LIMITED COMMON ELEMENT (L.C.E.).
 3. ELEMENT (L.C.E.) IS COMMON ELEMENT (C.E.).
 4. THERE IS AN AIR CONDITIONING COMPRESSOR LIMITED COMMON ELEMENT (L.C.E.) FOR EACH UNIT LOCATED OUTSIDE OF THE BUILDING.
 5. ELEVATIONS ARE BASED ON NATIONAL GEODETIC VERTICAL DATUM, 1929, (NGVD29).
 6. THIS EXHIBIT WAS PREPARED FROM ARCHITECTURAL PLANS PREPARED BY: WOOLF & ASSOCIATES, 20020 VETERANS BOULEVARD, PORT CHARLOTTE, FLORIDA

ACTIVITY	INITIALS	DATE	BY	TR.	APPROVED:
RESEARCH					
FIELD WORK/CREW CHIEF					
DRAWN BY					
CHECKED BY					
FIELD BOOK/PAGE					

Wilson Miller Stantec
 200 Bailey Ln, Suite 200, Naples, Florida 34105
 Phone: 239-546-7878, Fax: 239-546-7879, Web Site: www.wilsonmiller.com
 Certificates of Authorization: AS - Florida License No. C-000076



SECOND FLOOR

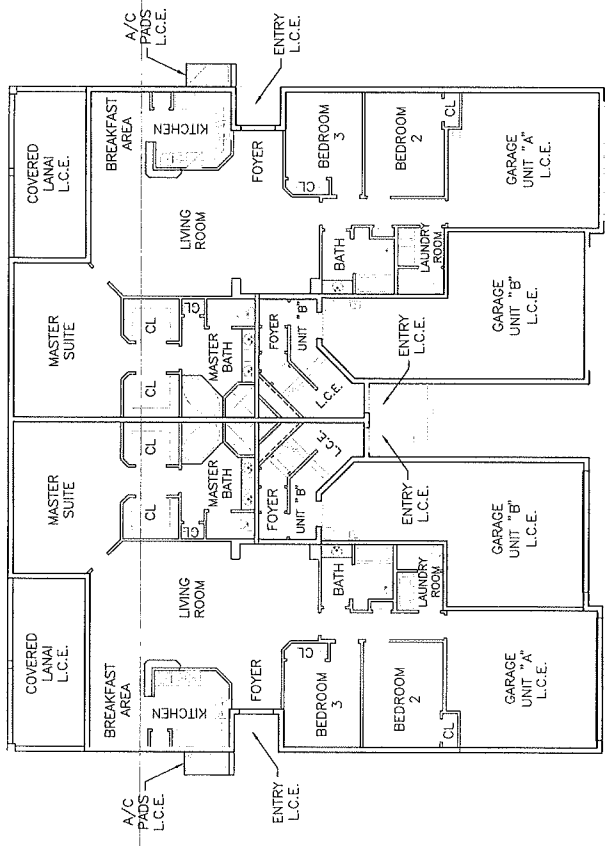


FRONT ELEVATION / SCHEMATIC SECTION

IMPROVEMENTS SHOWN HEREON ARE PROPOSED UNLESS OTHERWISE NOTED

DATE	CLIENT
07/12	LENAR HOMES, LLC
SCALE	1" = 10'
CROSS REFERENCE FILE NO.	215610775
PROJECT NO. AND WORK ORDER NO.	215610775
FILE NO.	2D-126H

COACH HOMES I AT TREVISO BAY, A PHASE CONDOMINIUM PHASE 8



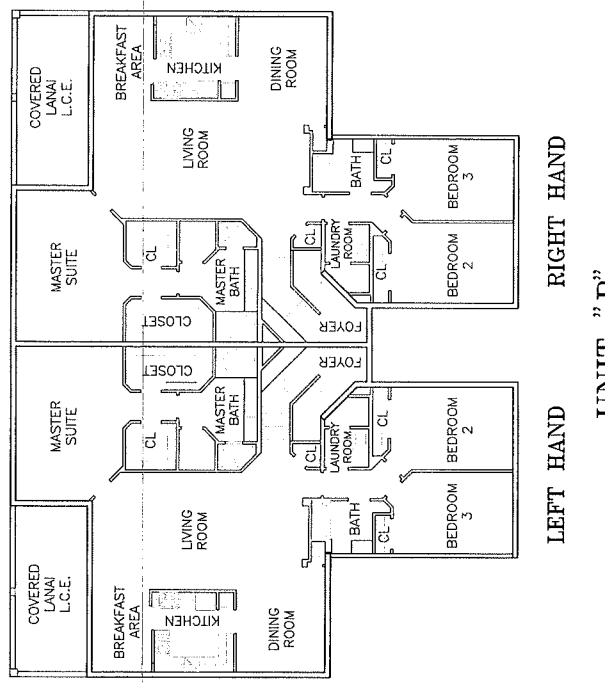
LEFT HAND RIGHT HAND

UNIT "A" FIRST FLOOR

UNIT ROOM SIZE (TYPICAL)

ALL ROOM SIZES ARE APPROXIMATE

MASTER SUITE	19.8'X 14.4'
LIVING ROOM	18.7'X 16'
DINING ROOM	11.6'X 11.4'
BREAKFAST	10'X 7.5'
KITCHEN	10'X 10'
BEDROOM 2	13.1'X 10.4'
BEDROOM 3	13.1'X 10.1'
BATH	9.2'X 7.2'
MASTER BATH	15.2'X 9.8'
LAUNAI	22'X 9.3'



LEFT HAND RIGHT HAND

UNIT "B" SECOND FLOOR

UNIT ROOM SIZE (TYPICAL)

ALL ROOM SIZES ARE APPROXIMATE

MASTER SUITE	19.7'X 13.9'
LIVING ROOM	27.5'X 15.2'
DINING ROOM	11'X 10.2'
BREAKFAST	11'X 8'
KITCHEN	10.8'X 10.8'
BEDROOM 2	17.2'X 10.9'
BEDROOM 3	16'X 10.3'
BATH	8'X 7'
MASTER BATH	15.8'X 10'
LAUNAI	22'X 9.3'

GENERAL NOTES:

1. A/C = AIR CONDITIONING
2. CL = CLOSET
3. L.C.E. = LIMITED COMMON ELEMENT
4. C.E. = COMMON ELEMENT
5. THIS EXHIBIT WAS PREPARED FROM ARCHITECTURAL PLANS PREPARED BY: WOOLF & ASSOCIATES 20020 VETERANS BOULEVARD PORT CHARLOTTE, FLORIDA

IMPROVEMENTS SHOWN HEREON ARE PROPOSED UNLESS OTHERWISE NOTED

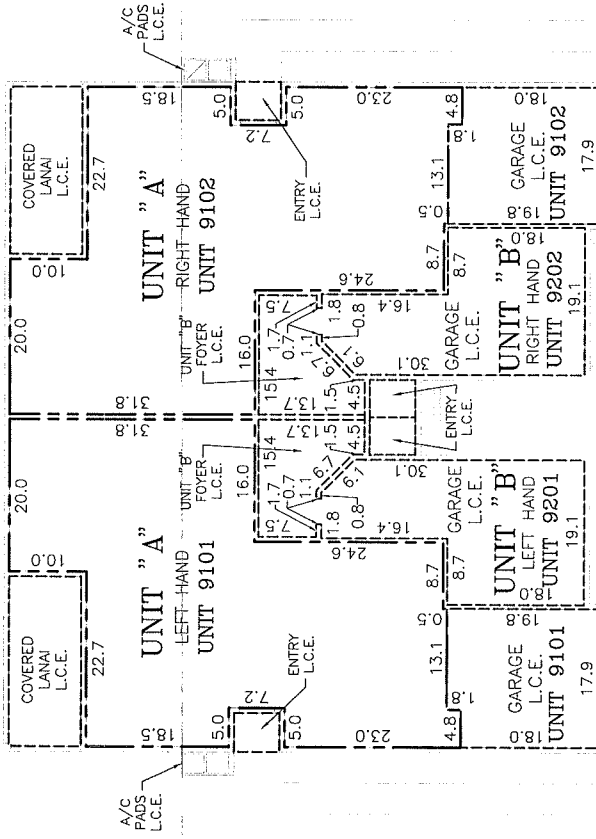
*** NOT A SURVEY ***

ACTIVITY RESEARCH DRAFTED BY JPM CHECKED BY JPM FIELD BOOK/PAGE	INITIALS DATE 01/12/12 SCALE 1"=10' DRAWN BY JPM DATE 01/12/12 SCALE 1"=10' DRAWN BY JPM	APPROVED DATE 01/12/12 SCALE 1"=10' DRAWN BY JPM DATE 01/12/12 SCALE 1"=10' DRAWN BY JPM	DESCRIPTION FLOOR PLANS COACH HOMES I AT TREVISO BAY, A PHASE CONDOMINIUM, PHASE 8 OF PART OF TRACT FD-1, VERCELLI PLAT BOOK 48, PAGES 11-14, COLLIER COUNTY, FLORIDA	CLIENT LENNAR HOMES, LLC PROJECT NO. 100 990 0008 NO. PROJECT NUMBER 215610778 FILE NO. 2D-126H
---	--	--	--	--

**COACH HOMES I AT TREVISO BAY, A PHASE CONDOMINIUM
GENERAL NOTES**

- 3.12. UNITS. THE CONDOMINIUM WILL CONTAINS A TOTAL OF ONE HUNDRED SIXTEEN (116) UNITS IF ALL PHASES ARE SUBMITTED, WHICH ARE LOCATED AND INDIVIDUALLY DESCRIBED HEREIN. THE BOUNDARIES OF EACH UNIT ARE AS FOLLOWS:
- 3.12.1. UPPER AND LOWER BOUNDARIES. THE UPPER AND LOWER BOUNDARIES OF THE UNIT SHALL BE THE FOLLOWING BOUNDARIES EXTENDED TO AN INTERSECTION WITH THE PERIMETRICAL BOUNDARIES;
- 3.12.1.1. UPPER BOUNDARIES. THE HORIZONTAL PLANE OF THE LOWEST SURFACE OF THE UNFINISHED CEILING SLAB.
- 3.12.1.2. LOWER BOUNDARIES. THE HORIZONTAL PLANE OF THE HIGHEST SURFACE OF THE UNFINISHED FLOOR SLAB AND THE INTERIOR STAIRWAY SERVING EACH SECOND FLOOR UNIT.
- 3.12.1.3. INTERIOR WALLS. NO PART OF THE NON-STRUCTURAL INTERIOR PARTITION WALLS WITHIN A UNIT SHALL BE CONSIDERED PART OF THE BOUNDARY OF A UNIT.
- 3.12.2. PERIMETRICAL BOUNDARIES. THE PERIMETRICAL BOUNDARIES OF THE UNIT SHALL BE THE VERTICAL PLANES OF THE BOUNDARY LINES DEFINED AND DEPICTED HEREIN, EXTENDED TO AN INTERSECTION WITH EACH OTHER AND WITH THE UPPER AND LOWER BOUNDARIES. ANY NON-LOADBEARING PORTION OF A PERIMETER WALL INSIDE THE PERIMETRICAL BOUNDARY OF A UNIT SHALL BE DEEMED A PART OF THE UNIT.
- 3.12.3. CERTAIN ITEMS EXCLUSIVELY SERVING A UNIT. IN ADDITION TO THE AREA WITHIN THE PERIMETRICAL AND UPPER AND LOWER BOUNDARIES DESCRIBED ABOVE, EACH UNIT SHALL BE DEEMED TO INCLUDE WITHIN ITS BOUNDARIES THE AIR HANDLING EQUIPMENT (LOCATED ON THE LAND ADJACENT TO THE BUILDING) EXCLUSIVELY SERVING THE UNIT AND ALL FOYERS DOORS, SCREEN DOORS, SCREEN WINDOWS, WINDOWS, GLASS AND ANY OTHER MATERIALS COVERING OPENINGS IN THE EXTERIOR OF THE UNIT, WHICH SERVE THE UNIT EXCLUSIVELY; PROVIDED HOWEVER SCREENING WITHIN THE BOUNDARIES OF A LIMITED COMMON ELEMENT FORMING PART OF A SCREENED PATIO SHALL BE DEEMED A LIMITED COMMON ELEMENT AND SHALL NOT FORM A PART OF A UNIT.
- 3.12.4. COVERED SCREEN LANAIS, DRIVEWAYS AND GARAGES. COVERED SCREENED LANAIS, DRIVEWAYS AND GARAGES, IF ANY SHALL NOT FORM A PART OF A UNIT AS SUCH AREAS ARE LIMITED COMMON ELEMENTS.
- 3.12.5. HEATING/AIR CONDITIONING EQUIPMENT AND WATER HEATER. THE HEATING/AIR CONDITIONING EQUIPMENT AND WATER HEATER SERVING A UNIT SHALL FORM A PART OF THE UNIT WHERE SUCH EQUIPMENT IS LOCATED. THE MAINTENANCE OF ANY SUCH EQUIPMENT SHALL BE THE SOLE RESPONSIBILITY OF THE UNIT BEING SERVED.
- 3.12.6. EXCEPTIONS. ANY PIPING, WIRING, DUCTS OR OTHER UTILITY INSTALLATIONS WHICH ARE LOCATED WITHIN ONE UNIT BUT WHICH SERVICE OTHER UNITS OR THE COMMON ELEMENTS AND THE REINFORCED CONCRETE PORTIONS OF ANY LOAD-BEARING COLUMNS OR WALLS WITHIN A UNIT SHALL BE COMMON ELEMENTS.
- 3.12.7. ENTRANCES. THE ENTRANCE OF EACH UNIT, AS SHOWN HEREIN, SHALL BE A LIMITED COMMON ELEMENT OF THE UNIT WHICH SUCH ENTRANCE EXCLUSIVELY SERVES.
- 3.12.8. GENERAL. IN CASES NOT SPECIFICALLY COVERED ABOVE, AND/OR IN ANY CASE OF CONFLICT OR AMBIGUITY, THE SURVEY OF THE UNITS SHALL CONTROL IN DETERMINING THE BOUNDARIES OF A UNIT, EXCEPT THAT THE PROVISIONS OF SECTIONS 3.12.1 AND 3.12.2 ABOVE SHALL CONTROL UNLESS SPECIFICALLY DEPICTED AND LABELED OTHERWISE ON SUCH SURVEY.
- 3.13. COMMONS ELEMENTS. THE COMMON ELEMENTS INCLUDE:
- 3.13.1. THE PORTIONS OF THE CONDOMINIUM PROPERTY WHICH ARE NOT INCLUDED WITHIN THE UNITS.
- 3.13.2. EASEMENTS THROUGH UNITS FOR CONDUITS, DUCTS, PLUMBING, PIPES, WIRING AND OTHER FACILITIES FOR THE FURNISHING OF UTILITIES AND OTHER SERVICES TO UNITS AND COMMON ELEMENTS.
- 3.13.3. AN EASEMENT OF SUPPORT IN EVERY PORTION OF THE UNIT WHICH CONTRIBUTES TO THE SUPPORT OF THE BUILDING.
- 3.13.4. THE PROPERTY AND INSTALLATIONS REQUIRED FOR THE FURNISHINGS OF UTILITIES AND OTHER SERVICES TO MORE THAN ONE UNIT OR TO THE COMMON ELEMENTS.
- 3.13.5. LIMITED COMMON ELEMENTS: PROVIDED HOWEVER, LIMITED COMMON ELEMENTS ARE NOT ACCESSIBLE BY ALL UNIT OWNERS.
- 3.13.6. FIXTURES OWNED OR HELD FOR THE COMMON USE, BENEFIT AND ENJOYMENT OF ALL UNIT OWNERS IN THE CONDOMINIUM.
- 3.13.7. METER ROOMS, ELECTRICAL ROOMS AND MECHANICAL ROOMS, IF ANY.
- 3.14. LIMITED COMMON ELEMENTS. EACH UNIT SHALL HAVE CERTAIN LIMITED COMMON ELEMENTS APPURTENANT THERETO AS FOLLOWS:
- 3.14.1. COVERED SCREENED LANAIS, INTERIOR STAIRWAYS AND FOYERS. COVERED SCREENED LANAIS, INTERIOR STAIRWAYS AND FOYERS WHICH ARE ACCESSIBLE FROM A UNIT SHALL BE LIMITED COMMON ELEMENTS APPURTENANT TO THE UNIT AND FOR THE EXCLUSIVE USE OF THE UNIT OWNER OWNING SUCH UNIT. THERE IS NO GUARANTEE THAT ANY UNIT SHALL HAVE ANY SPECIFIC VIEW.
- 3.14.2. DRIVEWAYS AND GARAGES. EACH UNIT SHALL BE ENTITLED TO THE EXCLUSIVE USE OF ONE (1) TWO (2) CAR GARAGE THAT IS ASSIGNED TO THAT UNIT HEREIN TOGETHER WITH THE EXCLUSIVE RIGHT OF USE OF ANY DRIVEWAY PAVEMENT LEADING TO ANY GARAGE. SUCH GARAGE MAY NOT BE CONVEYED, ASSIGNED OR ENCUMBERED EXCEPT AS AN APPURTENANCE TO THE UNIT WHICH IT IS ASSIGNED.
- 3.14.3. AIR SPACE AND AREA FOR AIR HANDLING COMPRESSOR EQUIPMENT. THE RIGHT OF EXCLUSIVE USE OF THE AIR SPACE AND AREA OF THE LAND ADJACENT TO EACH UNIT (OR ON THE SLAB ADJACENT TO THE UNIT LOCATED BELOW SUCH UNIT WITH RESPECT TO SECOND FLOOR UNITS) OCCUPIED BY THE AIR HANDLING COMPRESSOR EQUIPMENT CONSTITUTING A PART OF AND SERVING A UNIT SHALL BE A LIMITED COMMON ELEMENT APPURTENANT TO THE UNIT.
- 3.14.4. MAILBOXES. EACH UNIT SHALL BE ASSIGNED ONE (1) MAILBOX (EACH A "MAILBOX"). UPON SUCH ASSIGNMENT, THE MAILBOX SO ASSIGNED SHALL BE DEEMED A LIMITED COMMON ELEMENT OF THE UNIT AND THE UNIT OWNER'S RIGHT TO USE SUCH MAILBOX SHALL BECOME AN APPURTENANCE TO THE UNIT. THE EXCLUSIVE USE OF ANY SUCH MAIL BOX MAY NOT BE CONVEYED OR ASSIGNED TO ANOTHER UNIT OR UNIT OWNER.
- 3.14.5. OTHER. ANY OTHER PORTION OF THE COMMON ELEMENTS WHICH, BY ITS NATURE, CANNOT SERVE ALL UNITS BUT SERVES ONE (1) UNIT OR MORE THAN (1) UNIT, SHALL BE DEEMED A LIMITED COMMON ELEMENT OF THE UNIT(S) SERVED AND SHALL BE MAINTAINED BY SUCH OWNER. IN THE EVENT OF ANY DOUBT OR DISPUTE AS TO WHETHER ANY PORTION OF THE COMMON ELEMENTS CONSTITUTES A LIMITED COMMON ELEMENT OR IN THE EVENT OF ANY QUESTIONS AS TO WHICH UNITS ARE SERVED THEREBY, A DECISION SHALL BE MADE BY A MAJORITY VOTE OF THE BOARD AND SHALL BE BINDING AND CONCLUSIVE WHEN SO MADE.

COACH HOMES I AT TREVISO BAY, A PHASE CONDOMINIUM PHASE 9



DRIVE L.C.E. DRIVE L.C.E. DRIVE L.C.E. DRIVE L.C.E.

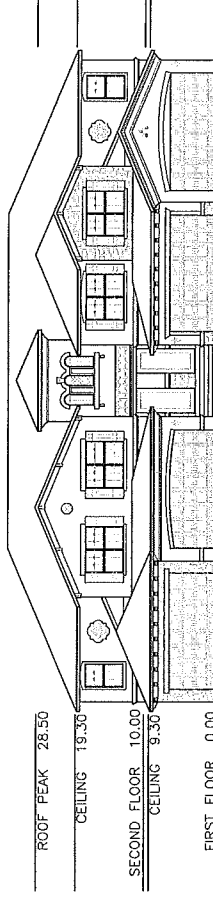
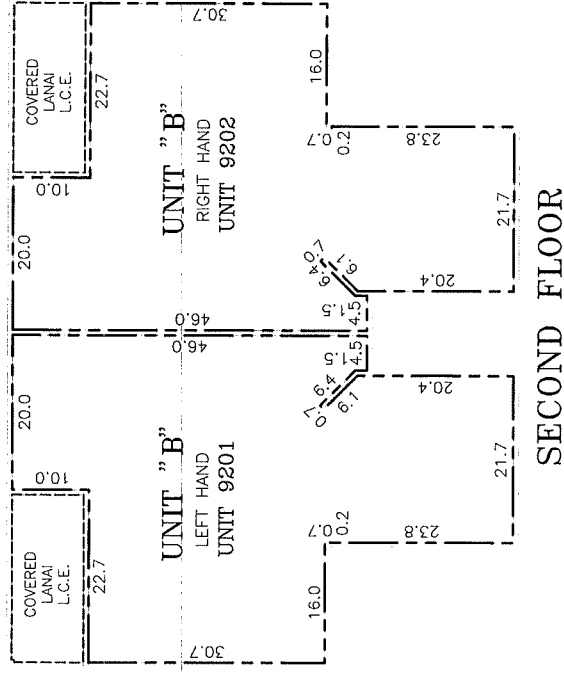
FIRST FLOOR

GENERAL NOTES:

1. REFER TO DECLARATION OF CONDOMINIUM FOR DEFINITION AND DESIGNATION OF UNIT BOUNDARY
2. DASHED LINE INDICATES UNIT BOUNDARY
3. DOTTED LINE INDICATES LIMITED COMMON ELEMENT (L.C.E.)
4. EVERYTHING EXTERIOR TO THE UNITS AND LIMITED COMMON ELEMENT (L.C.E.) IS COMMON ELEMENT (C.E.)
5. THERE IS AN AIR CONDITIONING COMPRESSOR LIMITED COMMON ELEMENT (L.C.E.) FOR EACH UNIT LOCATED OUTSIDE OF THE BUILDING.
6. ELEVATIONS ARE BASED ON NATIONAL GEODETIC VERTICAL DATUM, 1929, (NGVD29).
7. THIS EXHIBIT WAS PREPARED FROM ARCHITECTURAL PLANS PREPARED BY: WOOLF & ASSOCIATES 20020 VETERANS BOULEVARD PORT CHARLOTTE, FLORIDA

ACTIVITY	INITIALS	DATE	RE. APPROVED:
RESEARCH:			
FIELD WORK/CREW CHIEF:			
DRAFTED:			
CHECKED BY:			
FIELD BOOK/PAGE:			

Jan 12, 2012 - 1233:41 LUTILEVA\2156\ocul\2\5689999\Treviso\CONDO EXHIBITS\2D-1261-CONDO-I-SHT-3.dwg



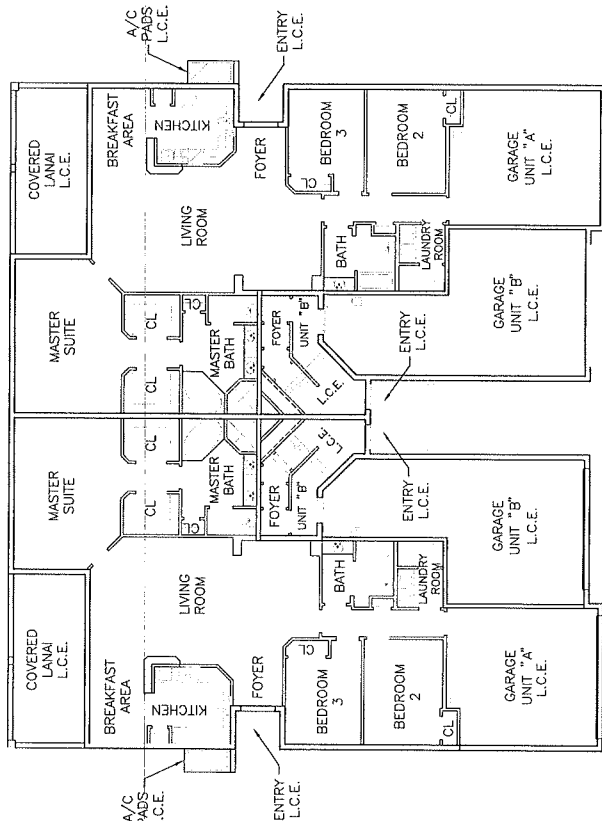
FRONT ELEVATION / SCHEMATIC SECTION

IMPROVEMENTS SHOWN HEREON ARE PROPOSED UNLESS OTHERWISE NOTED

*** NOT A SURVEY ***

WilsonMiller Stantec 3200 Bailey Ln, Suite 200, Naples, Florida 34105 Phone: 239-649-4040 • Fax: 239-649-5796 • Web Site: www.wilsonmiller.com Certificate of Authorization #43 - Florida License #C-000070		CLIENT: LENNAR HOMES, LLC DATE: 01/12 SCALE: 1"=10' CROSS REFERENCE FILE NO.: 215610779 SHEET NUMBER: 2D-1261	
DESCRIPTION: FIRST AND SECOND FLOOR UNIT BOUNDARY PLAN AND SCHEMATIC SECTION COACH HOMES I AT TREVISO BAY, A PHASE CONDOMINIUM, PHASE 9 OF PART OF TRACT FD-1, VERCELLI, PLAT BOOK 48, PAGES 11-14, COLLIER COUNTY, FLORIDA		PROJECT NO. AND WORK ORDER NO. 215610779 SHEET NUMBER: 2D-1261	

COACH HOMES I AT TREVISO BAY, A PHASE CONDOMINIUM PHASE 9



LEFT HAND RIGHT HAND

UNIT "A"

FIRST FLOOR

UNIT ROOM SIZE (TYPICAL)

ALL ROOM SIZES ARE APPROXIMATE
 MASTER SUITE 19.8'X 14.4'
 LIVING ROOM 18.7'X 16'
 DINING ROOM 11.6'X 11.4'
 BREAKFAST 10'X 7.5'
 KITCHEN 10'X 10'
 BEDROOM 2 13.1'X 10.4'
 BEDROOM 3 13.1'X 10.1'
 BATH 9.2'X 7.2'
 MASTER BATH 15.2'X 9.8'
 LANAI 22'X 9.3'



SCALE IN FEET

ACTIVITY	INITIALS	DATE	DAY	TIME
RESEARCH				
FIELD WORK/CREW CHIEF				
DRAFTED	LMT	4/5	01	03
CHECKED BY:	JPM	2/75	01	03
FIELD BOOK/PAGE				

Jan 12, 2012 - 11:21:38 LUTILEVA\2156\active\156599999\Treviso\CONDO EXHIBITS\2D-1261-CONDO-1-SHT-4.dwg

Wilson Miller Stantec
 3200 Bldg. Ln. Suite 200, Tampa, Florida 33605
 Phone 239-649-4040 • Fax 239-649-2718 • Web Site www.wilsonmiller.com
 Certificate of Authorization #43 • Florida License #C-000070

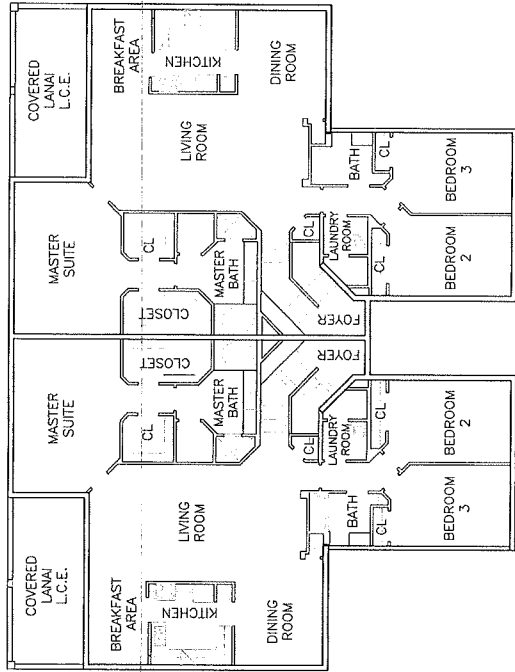
IMPROVEMENTS SHOWN HEREON ARE
 PROPOSED UNLESS OTHERWISE NOTED

*** NOT A SURVEY ***

DESCRIPTION: FLOOR PLANS
 COACH HOMES I AT TREVISO BAY,
 A PHASE CONDOMINIUM, PHASE 9
 OF PART OF TRACT FD-1, VERCELLI,
 PLAT BOOK 48, PAGES 11-14, COLLIER COUNTY, FLORIDA

DATE: 01/12
 SCALE: 1"=10'

CLIENT: LENNAR HOMES, LLC
 PROJECT NO.: 215610770
 SHEET NUMBER: 2D-1261



LEFT HAND RIGHT HAND

UNIT "B"

SECOND FLOOR

UNIT ROOM SIZE (TYPICAL)

ALL ROOM SIZES ARE APPROXIMATE
 MASTER SUITE 19.7'X 13.9'
 LIVING ROOM 27.5'X 15.2'
 DINING ROOM 11'X 10.2'
 BREAKFAST 11'X 8'
 KITCHEN 10.8'X 10.8'
 BEDROOM 2 17.2'X 10.9'
 BEDROOM 3 16'X 10.3'
 BATH 8'X 7'
 MASTER BATH 15.8'X 10'
 LANAI 22'X 9.3'

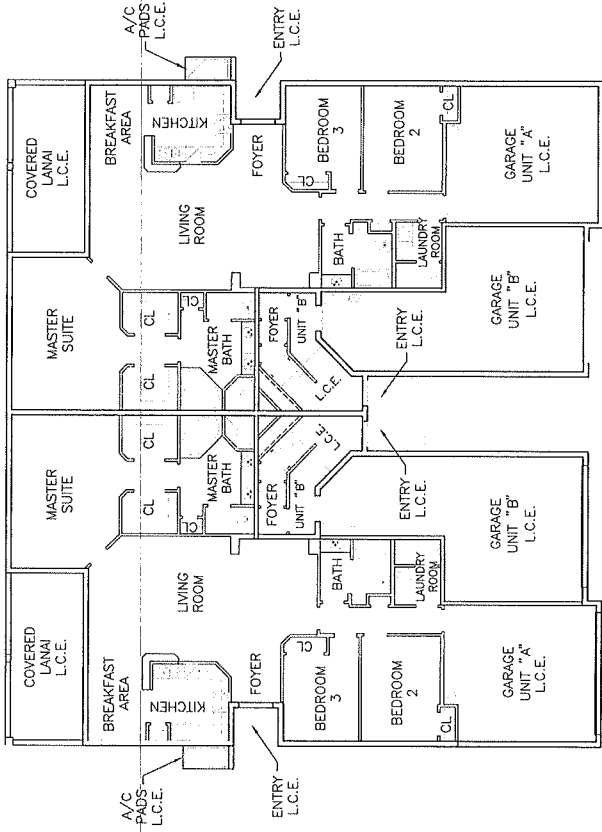
GENERAL NOTES:

1. A/C = AIR CONDITIONING
2. CL = CLOSET
3. L.C.E. = LIMITED COMMON ELEMENT
4. C.E. = COMMON ELEMENT
5. THIS EXHIBIT WAS PREPARED FROM ARCHITECTURAL PLANS PREPARED BY: WOOLF & ASSOCIATES 20020 VETERANS BOULEVARD PORT CHARLOTTE, FLORIDA

**COACH HOMES I AT TREVISO BAY, A PHASE CONDOMINIUM
GENERAL NOTES**

- 3.12. UNITS. THE CONDOMINIUM WILL CONTAINS A TOTAL OF ONE HUNDRED SIXTEEN (116) UNITS IF ALL PHASES ARE SUBMITTED, WHICH ARE LOCATED AND INDIVIDUALLY DESCRIBED HEREIN. THE BOUNDARIES OF EACH UNIT ARE AS FOLLOWS:
- 3.12.1. UPPER AND LOWER BOUNDARIES. THE UPPER AND LOWER BOUNDARIES OF THE UNIT SHALL BE THE FOLLOWING BOUNDARIES EXTENDED TO AN INTERSECTION WITH THE PERIMETRICAL BOUNDARIES;
- 3.12.1.1. UPPER BOUNDARIES. THE HORIZONTAL PLANE OF THE LOWEST SURFACE OF THE UNFINISHED CEILING SLAB.
- 3.12.1.2. LOWER BOUNDARIES. THE HORIZONTAL PLANE OF THE HIGHEST SURFACE OF THE UNFINISHED FLOOR SLAB AND THE INTERIOR STAIRWAY SERVING EACH SECOND FLOOR UNIT.
- 3.12.1.3. INTERIOR WALLS. NO PART OF THE NON-STRUCTURAL INTERIOR PARTITION WALLS WITHIN A UNIT SHALL BE CONSIDERED PART OF THE BOUNDARY OF A UNIT.
- 3.12.2. PERIMETRICAL BOUNDARIES. THE PERIMETRICAL BOUNDARIES OF THE UNIT SHALL BE THE VERTICAL PLANES OF THE BOUNDARY LINES DEFINED AND DEPICTED HEREIN, EXTENDED TO AN INTERSECTION WITH EACH OTHER AND WITH THE UPPER AND LOWER BOUNDARIES. ANY NON-LOADBEARING PORTION OF A PERIMETER WALL INSIDE THE PERIMETRICAL BOUNDARY OF A UNIT SHALL BE DEEMED A PART OF THE UNIT.
- 3.12.3. CERTAIN ITEMS EXCLUSIVELY SERVING A UNIT. IN ADDITION TO THE AREA WITHIN THE PERIMETRICAL AND UPPER AND LOWER BOUNDARIES DESCRIBED ABOVE , EACH UNIT SHALL BE DEEMED TO INCLUDE WITHIN ITS BOUNDARIES THE AIR HANDLING EQUIPMENT (LOCATED ON THE LAND ADJACENT TO THE BUILDING) EXCLUSIVELY SERVING THE UNIT AND ALL FOYERS DOORS, SCREEN DOORS, SCREEN WINDOWS, WINDOWS, GLASS AND ANY OTHER MATERIALS COVERING OPENINGS IN THE EXTERIOR OF THE UNIT, WHICH SERVE THE UNIT EXCLUSIVELY; PROVIDED HOWEVER SCREENING WITHIN THE BOUNDARIES OF A LIMITED COMMON ELEMENT FORMING PART OF A SCREENED PATIO SHALL BE DEEMED A LIMITED COMMON ELEMENT AND SHALL NOT FORM A PART OF A UNIT.
- 3.12.4. COVERED SCREEN LANAIS, DRIVEWAYS AND GARAGES. COVERED SCREENED LANAIS, DRIVEWAYS AND GARAGES, IF ANY SHALL NOT FORM A PART OF A UNIT AS SUCH AREAS ARE LIMITED COMMON ELEMENTS.
- 3.12.5. HEATING/AIR CONDITIONING EQUIPMENT AND WATER HEATER. THE HEATING/AIR CONDITIONING EQUIPMENT AND WATER HEATER SERVING A UNIT SHALL FORM A PART OF THE UNIT WHERE SUCH EQUIPMENT IS LOCATED. THE MAINTENANCE OF ANY SUCH EQUIPMENT SHALL BE THE SOLE RESPONSIBILITY OF THE UNIT BEING SERVED.
- 3.12.6. EXCEPTIONS. ANY PIPING, WIRING, DUCTS OR OTHER UTILITY INSTALLATIONS WHICH ARE LOCATED WITHIN ONE UNIT BUT WHICH SERVICE OTHER UNITS OR THE COMMON ELEMENTS AND THE REINFORCED CONCRETE PORTIONS OF ANY LOAD-BEARING COLUMNS OR WALLS WITHIN A UNIT SHALL BE COMMON ELEMENTS.
- 3.12.7. ENTRANCES. THE ENTRANCE OF EACH UNIT, AS SHOWN HEREIN, SHALL BE A LIMITED COMMON ELEMENT OF THE UNIT WHICH SUCH ENTRANCE EXCLUSIVELY SERVES.
- 3.12.8. GENERAL. IN CASES NOT SPECIFICALLY COVERED ABOVE, AND/OR IN ANY CASE OF CONFLICT OR AMBIGUITY, THE SURVEY OF THE UNITS SHALL CONTROL IN DETERMINING THE BOUNDARIES OF A UNIT, EXCEPT THAT THE PROVISIONS OF SECTIONS 3.12.1 AND 3.12.2 ABOVE SHALL CONTROL UNLESS SPECIFICALLY DEPICTED AND LABELED OTHERWISE ON SUCH SURVEY.
- 3.13. COMMONS ELEMENTS. THE COMMON ELEMENTS INCLUDE:
- 3.13.1. THE PORTIONS OF THE CONDOMINIUM PROPERTY WHICH ARE NOT INCLUDED WITHIN THE UNITS.
- 3.13.2. EASEMENTS THROUGH UNITS FOR CONDUITS, DUCTS, PLUMBING, PIPES, WIRING AND OTHER FACILITIES FOR THE FURNISHING OF UTILITIES AND OTHER SERVICES TO UNITS AND COMMON ELEMENTS.
- 3.13.3. AN EASEMENT OF SUPPORT IN EVERY PORTION OF THE UNIT WHICH CONTRIBUTES TO THE SUPPORT OF THE BUILDING.
- 3.13.4. THE PROPERTY AND INSTALLATIONS REQUIRED FOR THE FURNISHINGS OF UTILITIES AND OTHER SERVICES TO MORE THAN ONE UNIT OR TO THE COMMON ELEMENTS.
- 3.13.5. LIMITED COMMON ELEMENTS: PROVIDED HOWEVER, LIMITED COMMON ELEMENTS ARE NOT ACCESSIBLE BY ALL UNIT OWNERS.
- 3.13.6. FIXTURES OWNED OR HELD FOR THE COMMON USE, BENEFIT AND ENJOYMENT OF ALL UNIT OWNERS IN THE CONDOMINIUM.
- 3.13.7. METER ROOMS, ELECTRICAL ROOMS AND MECHANICAL ROOMS, IF ANY.
- 3.14. LIMITED COMMON ELEMENTS. EACH UNIT SHALL HAVE CERTAIN LIMITED COMMON ELEMENTS APPURTENANT THERETO AS FOLLOWS:
- 3.14.1. COVERED SCREENED LANAIS, INTERIOR STAIRWAYS AND FOYERS. COVERED SCREENED LANAIS, INTERIOR STAIRWAYS AND FOYERS WHICH ARE ACCESSIBLE FROM A UNIT SHALL BE LIMITED COMMON ELEMENTS APPURTENANT TO THE UNIT AND FOR THE EXCLUSIVE USE OF THE UNIT OWNER OWNING SUCH UNIT. THERE IS NO GUARANTEE THAT ANY UNIT SHALL HAVE ANY SPECIFIC VIEW.
- 3.14.2. DRIVEWAYS AND GARAGES. EACH UNIT SHALL BE ENTITLED TO THE EXCLUSIVE USE OF ONE (1) TWO (2) CAR GARAGE THAT IS ASSIGNED TO THAT UNIT HEREIN TOGETHER WITH THE EXCLUSIVE RIGHT OF USE OF ANY DRIVEWAY PAVEMENT LEADING TO ANY GARAGE. SUCH GARAGE MAY NOT BE CONVEYED, ASSIGNED OR ENCUMBERED EXCEPT AS AN APPURTENANCE TO THE UNIT WHICH IT IS ASSIGNED.
- 3.14.3. AIR SPACE AND AREA FOR AIR HANDLING COMPRESSOR EQUIPMENT. THE RIGHT OF EXCLUSIVE USE OF THE AIR SPACE AND AREA OF THE LAND ADJACENT TO EACH UNIT (OR ON THE SLAB ADJACENT TO THE UNIT LOCATED BELOW SUCH UNIT WITH RESPECT TO SECOND FLOOR UNITS) OCCUPIED BY THE AIR HANDLING COMPRESSOR EQUIPMENT CONSTITUTING A PART OF AND SERVING A UNIT SHALL BE A LIMITED COMMON ELEMENT APPURTENANT TO THE UNIT.
- 3.14.4. MAILBOXES. EACH UNIT SHALL BE ASSIGNED ONE (1) MAILBOX (EACH A "MAILBOX"). UPON SUCH ASSIGNMENT, THE MAILBOX SO ASSIGNED SHALL BE DEEMED A LIMITED COMMON ELEMENT OF THE UNIT AND THE UNIT OWNER'S RIGHT TO USE SUCH MAILBOX SHALL BECOME AN APPURTENANCE TO THE UNIT. THE EXCLUSIVE USE OF ANY SUCH MAIL BOX MAY NOT BE CONVEYED OR ASSIGNED TO ANOTHER UNIT OR UNIT OWNER.
- 3.14.5. OTHER. ANY OTHER PORTION OF THE COMMON ELEMENTS WHICH, BY ITS NATURE, CANNOT SERVE ALL UNITS BUT SERVES ONE (1) UNIT OR MORE THAN (1) UNIT, SHALL BE DEEMED A LIMITED COMMON ELEMENT OF THE UNIT(S) SERVED AND SHALL BE MAINTAINED BY SUCH OWNER. IN THE EVENT OF ANY DOUBT OR DISPUTE AS TO WHETHER ANY PORTION OF THE COMMON ELEMENTS CONSTITUTES A LIMITED COMMON ELEMENT OR IN THE EVENT OF ANY QUESTIONS AS TO WHICH UNITS ARE SERVED THEREBY, A DECISION SHALL BE MADE BY A MAJORITY VOTE OF THE BOARD AND SHALL BE BINDING AND CONCLUSIVE WHEN SO MADE.

COACH HOMES I AT TREVISO BAY, A PHASE CONDOMINIUM PHASE 10



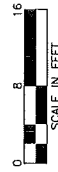
LEFT HAND RIGHT HAND

UNIT "A"

FIRST FLOOR

UNIT ROOM SIZE (TYPICAL)

ALL ROOM SIZES ARE APPROXIMATE
MASTER SUITE 19.8'X 14.4'
LIVING ROOM 18.7'X 16'
DINING ROOM 11.6'X 11.4'
BREAKFAST 10'X 7.5'
KITCHEN 10'X 10'
BEDROOM 2 13.1'X 10.4'
BEDROOM 3 13.1'X 10.1'
BATH 9.2'X 7.2'
MASTER BATH 15.2'X 9.8'
LANAI 22'X 9.3'



SCALE IN FEET

ACTIVITY	INITIALS	DATE	APPROVED:
DESIGNED BY			
CHECKED BY			
FIELD BOOK/PAGE			

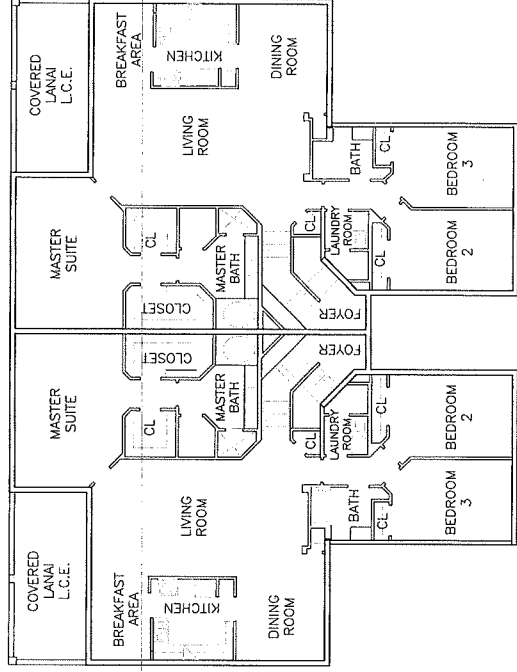
Wilson Miller Stantec
2000 Valley Ln., Suite 200, Naples, Florida 34109
Phone 239-430-0000 Fax 239-430-0001
Certificate of Authorization #49 - Florida License #C-000070

DESCRIPTION: FLOOR PLANS
COACH HOMES I AT TREVISO BAY,
A PHASE CONDOMINIUM, PHASE 10
OF PART OF TRACT 10, VEFERALLY
PLAT BOOK 48, PAGES 11-14, COLLIER COUNTY, FLORIDA

DATE: 01/12
SHEET: 1 OF 10
PROJECT NO.: 21560779

LENAR HOMES, LLC

PROJECT NO.: 21560779 SHEET NUMBER: 4 OF 10 FILE NO.: 2D-1261



LEFT HAND RIGHT HAND

UNIT "B"

SECOND FLOOR

UNIT ROOM SIZE (TYPICAL)

ALL ROOM SIZES ARE APPROXIMATE
MASTER SUITE 19.7'X 13.9'
LIVING ROOM 27.5'X 15.2'
DINING ROOM 11'X 10.2'
BREAKFAST 11'X 8'
KITCHEN 10.8'X 10.8'
BEDROOM 2 17.2'X 10.9'
BEDROOM 3 16'X 10.3'
BATH 8'X 7'
MASTER BATH 15.8'X 10'
LANAI 22'X 9.3'

GENERAL NOTES:

1. A/C = AIR CONDITIONING
2. CL = CLOSET
3. C.E. = LIMITED COMMON ELEMENT
4. C.E. = COMMON ELEMENT
5. THIS EXHIBIT WAS PREPARED FROM ARCHITECTURAL PLANS PREPARED BY: WOOLF & ASSOCIATES 20020 VETERANS BOULEVARD PORT CHARLOTTE, FLORIDA

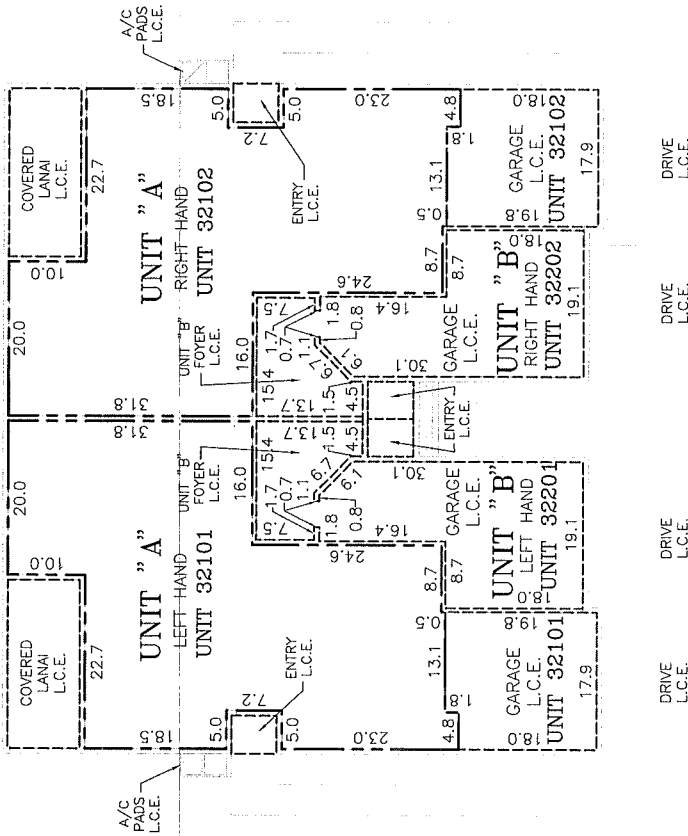
IMPROVEMENTS SHOWN HEREON ARE PROPOSED UNLESS OTHERWISE NOTED

*** NOT A SURVEY ***

**COACH HOMES I AT TREVISO BAY, A PHASE CONDOMINIUM
GENERAL NOTES**

- 3.12. UNITS. THE CONDOMINIUM WILL CONTAINS A TOTAL OF ONE HUNDRED SIXTEEN (116) UNITS IF ALL PHASES ARE SUBMITTED, WHICH ARE LOCATED AND INDIVIDUALLY DESCRIBED HEREIN. THE BOUNDARIES OF EACH UNIT ARE AS FOLLOWS:
- 3.12.1. UPPER AND LOWER BOUNDARIES. THE UPPER AND LOWER BOUNDARIES OF THE UNIT SHALL BE THE FOLLOWING BOUNDARIES EXTENDED TO AN INTERSECTION WITH THE PERIMETRICAL BOUNDARIES;
- 3.12.1.1. UPPER BOUNDARIES. THE HORIZONTAL PLANE OF THE LOWEST SURFACE OF THE UNFINISHED CEILING SLAB.
- 3.12.1.2. LOWER BOUNDARIES. THE HORIZONTAL PLANE OF THE HIGHEST SURFACE OF THE UNFINISHED FLOOR SLAB AND THE INTERIOR STAIRWAY SERVING EACH SECOND FLOOR UNIT.
- 3.12.1.3. INTERIOR WALLS. NO PART OF THE NON-STRUCTURAL INTERIOR PARTITION WALLS WITHIN A UNIT SHALL BE CONSIDERED PART OF THE BOUNDARY OF A UNIT.
- 3.12.2. PERIMETRICAL BOUNDARIES. THE PERIMETRICAL BOUNDARIES OF THE UNIT SHALL BE THE VERTICAL PLANES OF THE BOUNDARY LINES DEFINED AND DEPICTED HEREIN, EXTENDED TO AN INTERSECTION WITH EACH OTHER AND WITH THE UPPER AND LOWER BOUNDARIES. ANY NON-LOADBEARING PORTION OF A PERIMETER WALL INSIDE THE PERIMETRICAL BOUNDARY OF A UNIT SHALL BE DEEMED A PART OF THE UNIT.
- 3.12.3. CERTAIN ITEMS EXCLUSIVELY SERVING A UNIT. IN ADDITION TO THE AREA WITHIN THE PERIMETRICAL AND UPPER AND LOWER BOUNDARIES DESCRIBED ABOVE, EACH UNIT SHALL BE DEEMED TO INCLUDE WITHIN ITS BOUNDARIES THE AIR HANDLING EQUIPMENT (LOCATED ON THE LAND ADJACENT TO THE BUILDING) EXCLUSIVELY SERVING THE UNIT AND ALL FOYERS DOORS, SCREEN DOORS, SCREEN WINDOWS, WINDOWS, GLASS AND ANY OTHER MATERIALS COVERING OPENINGS IN THE EXTERIOR OF THE UNIT, WHICH SERVE THE UNIT EXCLUSIVELY; PROVIDED HOWEVER SCREENING WITHIN THE BOUNDARIES OF A LIMITED COMMON ELEMENT FORMING PART OF A SCREENED PATIO SHALL BE DEEMED A LIMITED COMMON ELEMENT AND SHALL NOT FORM A PART OF A UNIT.
- 3.12.4. COVERED SCREEN LANAIS, DRIVEWAYS AND GARAGES. COVERED SCREENED LANAIS, DRIVEWAYS AND GARAGES, IF ANY SHALL NOT FORM A PART OF A UNIT AS SUCH AREAS ARE LIMITED COMMON ELEMENTS.
- 3.12.5. HEATING/AIR CONDITIONING EQUIPMENT AND WATER HEATER. THE HEATING/AIR CONDITIONING EQUIPMENT AND WATER HEATER SERVING A UNIT SHALL FORM A PART OF THE UNIT WHERE SUCH EQUIPMENT IS LOCATED. THE MAINTENANCE OF ANY SUCH EQUIPMENT SHALL BE THE SOLE RESPONSIBILITY OF THE UNIT BEING SERVED.
- 3.12.6. EXCEPTIONS. ANY PIPING, WIRING, DUCTS OR OTHER UTILITY INSTALLATIONS WHICH ARE LOCATED WITHIN ONE UNIT BUT WHICH SERVICE OTHER UNITS OR THE COMMON ELEMENTS AND THE REINFORCED CONCRETE PORTIONS OF ANY LOAD-BEARING COLUMNS OR WALLS WITHIN A UNIT SHALL BE COMMON ELEMENTS.
- 3.12.7. ENTRANCES. THE ENTRANCE OF EACH UNIT, AS SHOWN HEREIN, SHALL BE A LIMITED COMMON ELEMENT OF THE UNIT WHICH SUCH ENTRANCE EXCLUSIVELY SERVES.
- 3.12.8. GENERAL. IN CASES NOT SPECIFICALLY COVERED ABOVE, AND/OR IN ANY CASE OF CONFLICT OR AMBIGUITY, THE SURVEY OF THE UNITS SHALL CONTROL IN DETERMINING THE BOUNDARIES OF A UNIT, EXCEPT THAT THE PROVISIONS OF SECTIONS 3.12.1 AND 3.12.2 ABOVE SHALL CONTROL UNLESS SPECIFICALLY DEPICTED AND LABELED OTHERWISE ON SUCH SURVEY.
- 3.13. COMMONS ELEMENTS. THE COMMON ELEMENTS INCLUDE:
- 3.13.1. THE PORTIONS OF THE CONDOMINIUM PROPERTY WHICH ARE NOT INCLUDED WITHIN THE UNITS.
- 3.13.2. EASEMENTS THROUGH UNITS FOR CONDUITS, DUCTS, PLUMBING, PIPES, WIRING AND OTHER FACILITIES FOR THE FURNISHING OF UTILITIES AND OTHER SERVICES TO UNITS AND COMMON ELEMENTS.
- 3.13.3. AN EASEMENT OF SUPPORT IN EVERY PORTION OF THE UNIT WHICH CONTRIBUTES TO THE SUPPORT OF THE BUILDING.
- 3.13.4. THE PROPERTY AND INSTALLATIONS REQUIRED FOR THE FURNISHINGS OF UTILITIES AND OTHER SERVICES TO MORE THAN ONE UNIT OR TO THE COMMON ELEMENTS.
- 3.13.5. LIMITED COMMON ELEMENTS: PROVIDED HOWEVER, LIMITED COMMON ELEMENTS ARE NOT ACCESSIBLE BY ALL UNIT OWNERS.
- 3.13.6. FIXTURES OWNED OR HELD FOR THE COMMON USE, BENEFIT AND ENJOYMENT OF ALL UNIT OWNERS IN THE CONDOMINIUM.
- 3.13.7. METER ROOMS, ELECTRICAL ROOMS AND MECHANICAL ROOMS, IF ANY.
- 3.14. LIMITED COMMON ELEMENTS. EACH UNIT SHALL HAVE CERTAIN LIMITED COMMON ELEMENTS APPURTENANT THERETO AS FOLLOWS:
- 3.14.1. COVERED SCREENED LANAIS, INTERIOR STAIRWAYS AND FOYERS. COVERED SCREENED LANAIS, INTERIOR STAIRWAYS AND FOYERS WHICH ARE ACCESSIBLE FROM A UNIT SHALL BE LIMITED COMMON ELEMENTS APPURTENANT TO THE UNIT AND FOR THE EXCLUSIVE USE OF THE UNIT OWNER OWNING SUCH UNIT. THERE IS NO GUARANTEE THAT ANY UNIT SHALL HAVE ANY SPECIFIC VIEW.
- 3.14.2. DRIVEWAYS AND GARAGES. EACH UNIT SHALL BE ENTITLED TO THE EXCLUSIVE USE OF ONE (1) TWO (2) CAR GARAGE THAT IS ASSIGNED TO THAT UNIT HEREIN TOGETHER WITH THE EXCLUSIVE RIGHT OF USE OF ANY DRIVEWAY PAVEMENT LEADING TO ANY GARAGE. SUCH GARAGE MAY NOT BE CONVEYED, ASSIGNED OR ENCUMBERED EXCEPT AS AN APPURTENANCE TO THE UNIT WHICH IT IS ASSIGNED.
- 3.14.3. AIR SPACE AND AREA FOR AIR HANDLING COMPRESSOR EQUIPMENT. THE RIGHT OF EXCLUSIVE USE OF THE AIR SPACE AND AREA OF THE LAND ADJACENT TO EACH UNIT (OR ON THE SLAB ADJACENT TO THE UNIT LOCATED BELOW SUCH UNIT WITH RESPECT TO SECOND FLOOR UNITS) OCCUPIED BY THE AIR HANDLING COMPRESSOR EQUIPMENT CONSTITUTING A PART OF AND SERVING A UNIT SHALL BE A LIMITED COMMON ELEMENT APPURTENANT TO THE UNIT.
- 3.14.4. MAILBOXES. EACH UNIT SHALL BE ASSIGNED ONE (1) MAILBOX (EACH A "MAILBOX"). UPON SUCH ASSIGNMENT, THE MAILBOX SO ASSIGNED SHALL BE DEEMED A LIMITED COMMON ELEMENT OF THE UNIT AND THE UNIT OWNER'S RIGHT TO USE SUCH MAILBOX SHALL BECOME AN APPURTENANCE TO THE UNIT. THE EXCLUSIVE USE OF ANY SUCH MAIL BOX MAY NOT BE CONVEYED OR ASSIGNED TO ANOTHER UNIT OR UNIT OWNER.
- 3.14.5. OTHER. ANY OTHER PORTION OF THE COMMON ELEMENTS WHICH, BY ITS NATURE, CANNOT SERVE ALL UNITS BUT SERVES ONE (1) UNIT OR MORE THAN (1) UNIT, SHALL BE DEEMED A LIMITED COMMON ELEMENT OF THE UNIT(S) SERVED AND SHALL BE MAINTAINED BY SUCH OWNER. IN THE EVENT OF ANY DOUBT OR DISPUTE AS TO WHETHER ANY PORTION OF THE COMMON ELEMENTS CONSTITUTES A LIMITED COMMON ELEMENT OR IN THE EVENT OF ANY QUESTIONS AS TO WHICH UNITS ARE SERVED THEREBY, A DECISION SHALL BE MADE BY A MAJORITY VOTE OF THE BOARD AND SHALL BE BINDING AND CONCLUSIVE WHEN SO MADE.

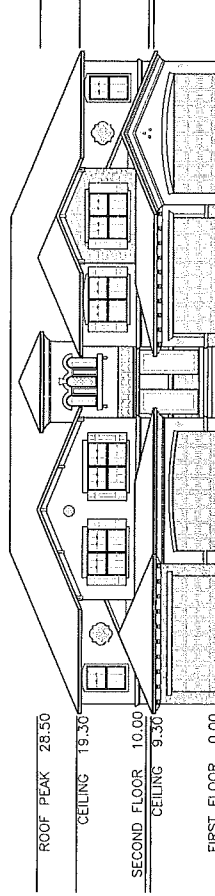
COACH HOMES I AT TREVISO BAY, A PHASE CONDOMINIUM PHASE 11



FIRST FLOOR

GENERAL NOTES:

1. REFER TO DECLARATION OF CONDOMINIUM FOR DEFINITION AND DESIGNATION OF UNIT BOUNDARY.
 - INDICATES UNIT BOUNDARY
 - INDICATES LIMITED COMMON ELEMENT (L.C.E.)
 - INDICATES COMMON ELEMENT (C.E.)
2. EVERYTHING EXTERIOR TO THE UNITS AND LIMITED COMMON ELEMENT (L.C.E.) IS COMMON ELEMENT (C.E.)
3. THERE IS AN AIR CONDITIONING COMPRESSOR LIMITED COMMON ELEMENT (L.C.E.) FOR EACH UNIT LOCATED OUTSIDE OF THE BUILDING.
4. ELEVATIONS ARE BASED ON NATIONAL GEODETIC VERTICAL DATUM, 1929, (NGVD29).
5. THIS EXHIBIT WAS PREPARED FROM ARCHITECTURAL PLANS PREPARED BY: WOOLF & ASSOCIATES, 20020 VETERANS BOULEVARD, PORT CHARLOTTE, FLORIDA



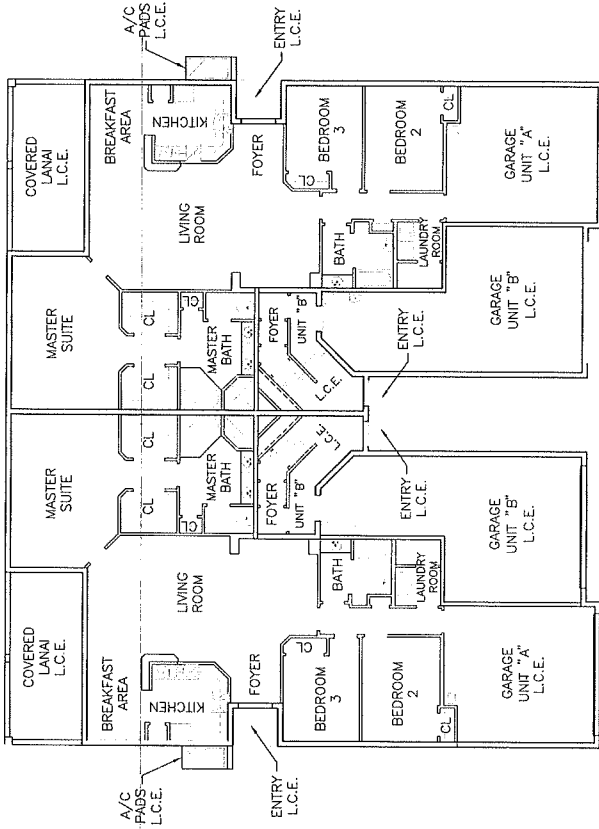
FRONT ELEVATION / SCHEMATIC SECTION

IMPROVEMENTS SHOWN HEREON ARE PROPOSED UNLESS OTHERWISE NOTED

*** NOT A SURVEY ***

WilsonMiller Stantec 3200 Bailey Ln, Suite 200, Naples, Florida 34105 Phone 239-646-4040 • Fax 239-646-5766 • Web Site www.wilsonmiller.com Certificate of Authorization #43 - Florida License #C-000070		PROJECT NO. AND WORK ORDER NO. 215610779 SHEET NUMBER 3 OF 3 FILE NO. 2D-128K	
ACTIVITY: INITIALS, DATE, TIME, APPROVED:		CLIENT: LENNAR HOMES, LLC	
RESEARCH: FIELD WORK/SEW CHIEF		DATE: 01/12	
DRAFTED: JMT 453 01 03 12		SCALE: 1"=10'	
CHECKED BY: JPM 275 01 03 12		DESCRIPTION: FIRST AND SECOND FLOOR UNIT BOUNDARY PLAN AND SCHEMATIC SECTION COACH HOMES I AT TREVISO BAY, A PHASE CONDOMINIUM, PHASE 11 OF PART OF TRACT FD-1, VERCELLI, PLAT BOOK 48, PAGES 11-14, COLLIER COUNTY, FLORIDA	
FIELD BOOK/PAGE		CROSS REFERENCE FILE NO. 1	
Jan 12, 2012 - 12:36:13		LUTTLENA\21561\active\324569999\Treviso\CONDO EXHIBITS\2D-128K-CONDO-11-SHT-3.dwg	

COACH HOMES I AT TREVISO BAY, A PHASE CONDOMINIUM PHASE 11



LEFT HAND RIGHT HAND

UNIT "A"

FIRST FLOOR

UNIT ROOM SIZE (TYPICAL)

ALL ROOM SIZES ARE APPROXIMATE
MASTER SUITE 19.8'X 14.4'
LIVING ROOM 18.7'X 16.4'
DINING ROOM 11.6'X 11.4'
BREAKFAST 10'X 7.5'
KITCHEN 10'X 10'
BEDROOM 2 13.1'X 10.4'
BEDROOM 3 13.1'X 10.1'
BATH 9.2'X 7.2'
MASTER BATH 15.2'X 9.8'
LANAI 22'X 9.3'



IMPROVEMENTS SHOWN HEREON ARE
PROPOSED UNLESS OTHERWISE NOTED

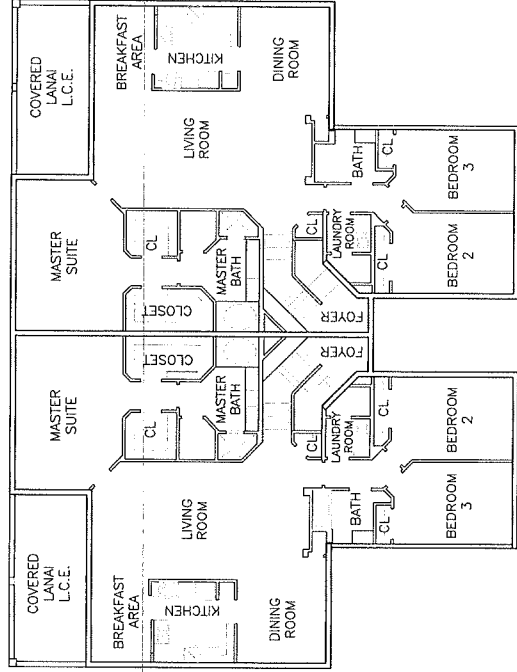
Wilson Miller Stantec
Phone 239-469-4407
Fax 239-469-4408
Certificate of Authorization #0000070
Florida License #0000070

ACTIVITY RESEARCH
FIELD WORK/DESK CHIEF
DRAWN BY JPM
CHECKED BY JPM
FIELD BOOK/PAGE

INITIALS	DATE	NO.	DAY	HR.
LM	4/5	01	03	12
JPM	2/5	01	03	12

APPROVED: *Carol M. Miller*
JOSH P. WALONEY, P.S.M. (LS443)

Jan 12, 2012 - 11:22:55 LUTILEVA\21561 active\121569999\Treviso\CONDO EXHIBITS\20-126K-CONDO-1-SHT-4.dwg



LEFT HAND RIGHT HAND

UNIT "B"

SECOND FLOOR

UNIT ROOM SIZE (TYPICAL)

ALL ROOM SIZES ARE APPROXIMATE
MASTER SUITE 16.7'X 13.9'
LIVING ROOM 27.5'X 15.2'
DINING ROOM 11'X 10.2'
BREAKFAST 11'X 8'
KITCHEN 10.8'X 10.8'
BEDROOM 2 17.2'X 10.9'
BEDROOM 3 16'X 10.3'
BATH 8'X 7'
MASTER BATH 15.8'X 10'
LANAI 22'X 9.3'

GENERAL NOTES:

1. A/C = AIR CONDITIONING
2. CL = CLOSET
3. L.C.E. = LIMITED COMMON ELEMENT
4. C.E. = COMMON ELEMENT
5. THIS EXHIBIT WAS PREPARED FROM ARCHITECTURAL PLANS PREPARED BY: WOOLF & ASSOCIATES 20020 VETERANS BOULEVARD PORT CHARLOTTE, FLORIDA

*** NOT A SURVEY ***

DESCRIPTION: FLOOR PLANS
COACH HOMES I AT TREVISO BAY,
A PHASE CONDOMINIUM, PHASE 11
OF PART OF TRACT FOR 11 VERCELLI,
PLAT BOOK 48, PAGES 11-14, COLLIER COUNTY, FLORIDA

DATE	CL. INT.
01/12	1"=10'

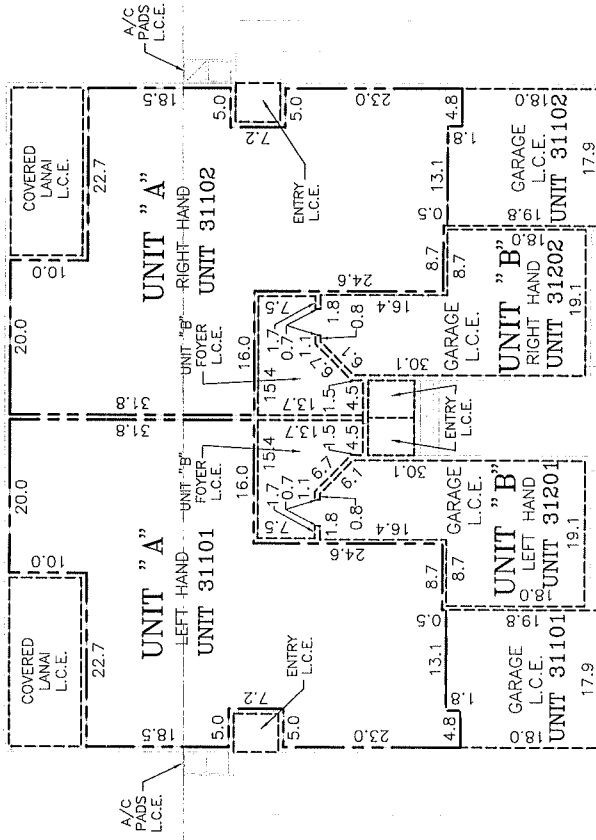
PROJECT NO. AND WORK ORDER NO. 215610779
PROJECT NUMBER 20-126K
FILE NO.

LENAR HOMES, LLC

**COACH HOMES I AT TREVISO BAY, A PHASE CONDOMINIUM
GENERAL NOTES**

- 3.12. UNITS. THE CONDOMINIUM WILL CONTAINS A TOTAL OF ONE HUNDRED SIXTEEN (116) UNITS IF ALL PHASES ARE SUBMITTED, WHICH ARE LOCATED AND INDIVIDUALLY DESCRIBED HEREIN. THE BOUNDARIES OF EACH UNIT ARE AS FOLLOWS:
- 3.12.1. UPPER AND LOWER BOUNDARIES. THE UPPER AND LOWER BOUNDARIES OF THE UNIT SHALL BE THE FOLLOWING BOUNDARIES EXTENDED TO AN INTERSECTION WITH THE PERIMETRICAL BOUNDARIES;
- 3.12.1.1. UPPER BOUNDARIES. THE HORIZONTAL PLANE OF THE LOWEST SURFACE OF THE UNFINISHED CEILING SLAB.
- 3.12.1.2. LOWER BOUNDARIES. THE HORIZONTAL PLANE OF THE HIGHEST SURFACE OF THE UNFINISHED FLOOR SLAB AND THE INTERIOR STAIRWAY SERVING EACH SECOND FLOOR UNIT.
- 3.12.1.3. INTERIOR WALLS. NO PART OF THE NON-STRUCTURAL INTERIOR PARTITION WALLS WITHIN A UNIT SHALL BE CONSIDERED PART OF THE BOUNDARY OF A UNIT.
- 3.12.2. PERIMETRICAL BOUNDARIES. THE PERIMETRICAL BOUNDARIES OF THE UNIT SHALL BE THE VERTICAL PLANES OF THE BOUNDARY LINES DEFINED AND DEPICTED HEREIN, EXTENDED TO AN INTERSECTION WITH EACH OTHER AND WITH THE UPPER AND LOWER BOUNDARIES. ANY NON-LOADBEARING PORTION OF A PERIMETER WALL INSIDE THE PERIMETRICAL BOUNDARY OF A UNIT SHALL BE DEEMED A PART OF THE UNIT.
- 3.12.3. CERTAIN ITEMS EXCLUSIVELY SERVING A UNIT. IN ADDITION TO THE AREA WITHIN THE PERIMETRICAL AND UPPER AND LOWER BOUNDARIES DESCRIBED ABOVE, EACH UNIT SHALL BE DEEMED TO INCLUDE WITHIN ITS BOUNDARIES THE AIR HANDLING EQUIPMENT (LOCATED ON THE LAND ADJACENT TO THE BUILDING) EXCLUSIVELY SERVING THE UNIT AND ALL FOYERS DOORS, SCREEN DOORS, SCREEN WINDOWS, WINDOWS, GLASS AND ANY OTHER MATERIALS COVERING OPENINGS IN THE EXTERIOR OF THE UNIT, WHICH SERVE THE UNIT EXCLUSIVELY; PROVIDED HOWEVER SCREENING WITHIN THE BOUNDARIES OF A LIMITED COMMON ELEMENT FORMING PART OF A SCREENED PATIO SHALL BE DEEMED A LIMITED COMMON ELEMENT AND SHALL NOT FORM A PART OF A UNIT.
- 3.12.4. COVERED SCREEN LANAIS, DRIVEWAYS AND GARAGES. COVERED SCREENED LANAIS, DRIVEWAYS AND GARAGES, IF ANY SHALL NOT FORM A PART OF A UNIT AS SUCH AREAS ARE LIMITED COMMON ELEMENTS.
- 3.12.5. HEATING/AIR CONDITIONING EQUIPMENT AND WATER HEATER. THE HEATING/AIR CONDITIONING EQUIPMENT AND WATER HEATER SERVING A UNIT SHALL FORM A PART OF THE UNIT WHERE SUCH EQUIPMENT IS LOCATED. THE MAINTENANCE OF ANY SUCH EQUIPMENT SHALL BE THE SOLE RESPONSIBILITY OF THE UNIT BEING SERVED.
- 3.12.6. EXCEPTIONS. ANY PIPING, WIRING, DUCTS OR OTHER UTILITY INSTALLATIONS WHICH ARE LOCATED WITHIN ONE UNIT BUT WHICH SERVICE OTHER UNITS OR THE COMMON ELEMENTS AND THE REINFORCED CONCRETE PORTIONS OF ANY LOAD-BEARING COLUMNS OR WALLS WITHIN A UNIT SHALL BE COMMON ELEMENTS.
- 3.12.7. ENTRANCES. THE ENTRANCE OF EACH UNIT, AS SHOWN HEREIN, SHALL BE A LIMITED COMMON ELEMENT OF THE UNIT WHICH SUCH ENTRANCE EXCLUSIVELY SERVES.
- 3.12.8. GENERAL. IN CASES NOT SPECIFICALLY COVERED ABOVE, AND/OR IN ANY CASE OF CONFLICT OR AMBIGUITY, THE SURVEY OF THE UNITS SHALL CONTROL IN DETERMINING THE BOUNDARIES OF A UNIT, EXCEPT THAT THE PROVISIONS OF SECTIONS 3.12.1 AND 3.12.2 ABOVE SHALL CONTROL UNLESS SPECIFICALLY DEPICTED AND LABELED OTHERWISE ON SUCH SURVEY.
- 3.13. COMMONS ELEMENTS. THE COMMON ELEMENTS INCLUDE:
- 3.13.1. THE PORTIONS OF THE CONDOMINIUM PROPERTY WHICH ARE NOT INCLUDED WITHIN THE UNITS.
- 3.13.2. EASEMENTS THROUGH UNITS FOR CONDUITS, DUCTS, PLUMBING, PIPES, WIRING AND OTHER FACILITIES FOR THE FURNISHING OF UTILITIES AND OTHER SERVICES TO UNITS AND COMMON ELEMENTS.
- 3.13.3. AN EASEMENT OF SUPPORT IN EVERY PORTION OF THE UNIT WHICH CONTRIBUTES TO THE SUPPORT OF THE BUILDING.
- 3.13.4. THE PROPERTY AND INSTALLATIONS REQUIRED FOR THE FURNISHINGS OF UTILITIES AND OTHER SERVICES TO MORE THAN ONE UNIT OR TO THE COMMON ELEMENTS.
- 3.13.5. LIMITED COMMON ELEMENTS: PROVIDED HOWEVER, LIMITED COMMON ELEMENTS ARE NOT ACCESSIBLE BY ALL UNIT OWNERS.
- 3.13.6. FIXTURES OWNED OR HELD FOR THE COMMON USE, BENEFIT AND ENJOYMENT OF ALL UNIT OWNERS IN THE CONDOMINIUM.
- 3.13.7. METER ROOMS, ELECTRICAL ROOMS AND MECHANICAL ROOMS, IF ANY.
- 3.14. LIMITED COMMON ELEMENTS. EACH UNIT SHALL HAVE CERTAIN LIMITED COMMON ELEMENTS APPURTENANT THERETO AS FOLLOWS:
- 3.14.1. COVERED SCREENED LANAIS, INTERIOR STAIRWAYS AND FOYERS. COVERED SCREENED LANAIS, INTERIOR STAIRWAYS AND FOYERS WHICH ARE ACCESSIBLE FROM A UNIT SHALL BE LIMITED COMMON ELEMENTS APPURTENANT TO THE UNIT AND FOR THE EXCLUSIVE USE OF THE UNIT OWNER OWNING SUCH UNIT. THERE IS NO GUARANTEE THAT ANY UNIT SHALL HAVE ANY SPECIFIC VIEW.
- 3.14.2. DRIVEWAYS AND GARAGES. EACH UNIT SHALL BE ENTITLED TO THE EXCLUSIVE USE OF ONE (1) TWO (2) CAR GARAGE THAT IS ASSIGNED TO THAT UNIT HEREIN TOGETHER WITH THE EXCLUSIVE RIGHT OF USE OF ANY DRIVEWAY PAVEMENT LEADING TO ANY GARAGE. SUCH GARAGE MAY NOT BE CONVEYED, ASSIGNED OR ENCUMBERED EXCEPT AS AN APPURTENANCE TO THE UNIT WHICH IT IS ASSIGNED.
- 3.14.3. AIR SPACE AND AREA FOR AIR HANDLING COMPRESSOR EQUIPMENT. THE RIGHT OF EXCLUSIVE USE OF THE AIR SPACE AND AREA OF THE LAND ADJACENT TO EACH UNIT (OR ON THE SLAB ADJACENT TO THE UNIT LOCATED BELOW SUCH UNIT WITH RESPECT TO SECOND FLOOR UNITS) OCCUPIED BY THE AIR HANDLING COMPRESSOR EQUIPMENT CONSTITUTING A PART OF AND SERVING A UNIT SHALL BE A LIMITED COMMON ELEMENT APPURTENANT TO THE UNIT.
- 3.14.4. MAILBOXES. EACH UNIT SHALL BE ASSIGNED ONE (1) MAILBOX (EACH A "MAILBOX"). UPON SUCH ASSIGNMENT, THE MAILBOX SO ASSIGNED SHALL BE DEEMED A LIMITED COMMON ELEMENT OF THE UNIT AND THE UNIT OWNER'S RIGHT TO USE SUCH MAILBOX SHALL BECOME AN APPURTENANCE TO THE UNIT. THE EXCLUSIVE USE OF ANY SUCH MAIL BOX MAY NOT BE CONVEYED OR ASSIGNED TO ANOTHER UNIT OR UNIT OWNER.
- 3.14.5. OTHER. ANY OTHER PORTION OF THE COMMON ELEMENTS WHICH, BY ITS NATURE, CANNOT SERVE ALL UNITS BUT SERVES ONE (1) UNIT OR MORE THAN (1) UNIT, SHALL BE DEEMED A LIMITED COMMON ELEMENT OF THE UNIT(S) SERVED AND SHALL BE MAINTAINED BY SUCH OWNER. IN THE EVENT OF ANY DOUBT OR DISPUTE AS TO WHETHER ANY PORTION OF THE COMMON ELEMENTS CONSTITUTES A LIMITED COMMON ELEMENT OR IN THE EVENT OF ANY QUESTIONS AS TO WHICH UNITS ARE SERVED THEREBY, A DECISION SHALL BE MADE BY A MAJORITY VOTE OF THE BOARD AND SHALL BE BINDING AND CONCLUSIVE WHEN SO MADE.

COACH HOMES I AT TREVISO BAY, A PHASE CONDOMINIUM PHASE 12



DRIVE L.C.E. DRIVE L.C.E. DRIVE L.C.E. DRIVE L.C.E.

FIRST FLOOR

GENERAL NOTES:

1. REFER TO DECLARATION OF CONDOMINIUM FOR DEFINITION AND DESIGNATION OF UNIT BOUNDARY
2. INDICATES UNIT BOUNDARY
3. INDICATES LIMITED COMMON ELEMENT (L.C.E.) ELEMENT (L.C.E.) IS COMMON ELEMENT (C.E.)
4. THERE IS AN AIR CONDITIONING COMPRESSOR LIMITED COMMON ELEMENT (L.C.E.) FOR EACH UNIT LOCATED OUTSIDE OF THE BUILDING.
5. ELEVATIONS ARE BASED ON NATIONAL GEODETIC VERTICAL DATUM, 1929, (NGVD29).
6. THIS EXHIBIT WAS PREPARED FROM ARCHITECTURAL PLANS PREPARED BY: WOOLF & ASSOCIATES 20020 VETERANS BOULEVARD PORT CHARLOTTE, FLORIDA

ACTIVITY	INITIALS	DATE	APPROVED:
RESEARCH			
FIELD WORK/CREW CHIEF			
DRAFTED:			
CHECKED BY:			
FIELD BOOK/PAGE			

Jan 12, 2012 - 12:37:22 L:\TITTLE\A\2156\active\215689899\Treviso\CONDO EXHIBITS\2D-126L-CONDO-1-SHT-3.dwg

WilsonMiller Stantec
3200 Bailey Ln, Suite 200, Naples, Florida 34105
Phone 239-640-4040 • Fax 239-643-5796 • Web Site www.wilsonmiller.com
Certificate of Authorization #43 • Florida License #LC-000070

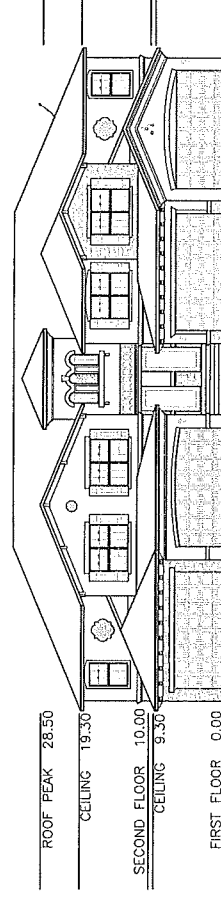
DESCRIPTION: FIRST AND SECOND FLOOR
UNIT BOUNDARY PLAN AND SCHEMATIC SECTION
COACH HOMES I AT TREVISO BAY,
A PHASE CONDOMINIUM, PHASE 12
OF PART OF TRACT PD-1, VERCELLI,
PLAT BOOK 48, PAGES 11-14, COLLIER COUNTY, FLORIDA

DATE: 01/12
SCALE: 1"=10'
PROJECT NO. AND WORK ORDER NO.: 215610779
SHEET NUMBER: 3 OF 3
FILE NO.: 2D-126L

LENAR HOMES, LLC

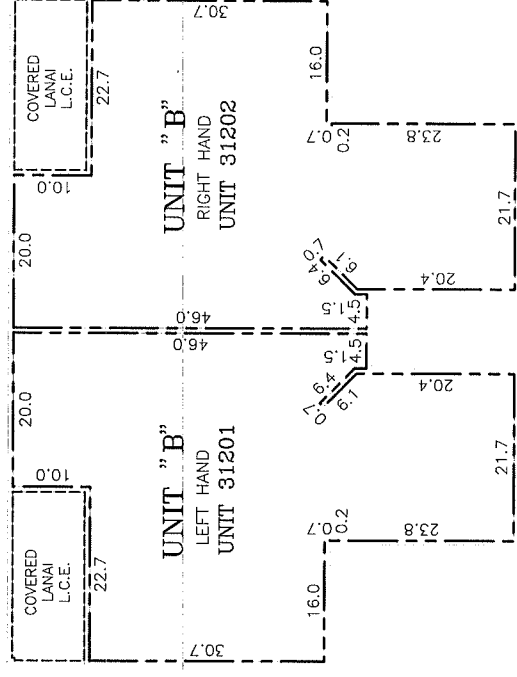
IMPROVEMENTS SHOWN HEREON ARE
PROPOSED UNLESS OTHERWISE NOTED

*** NOT A SURVEY ***

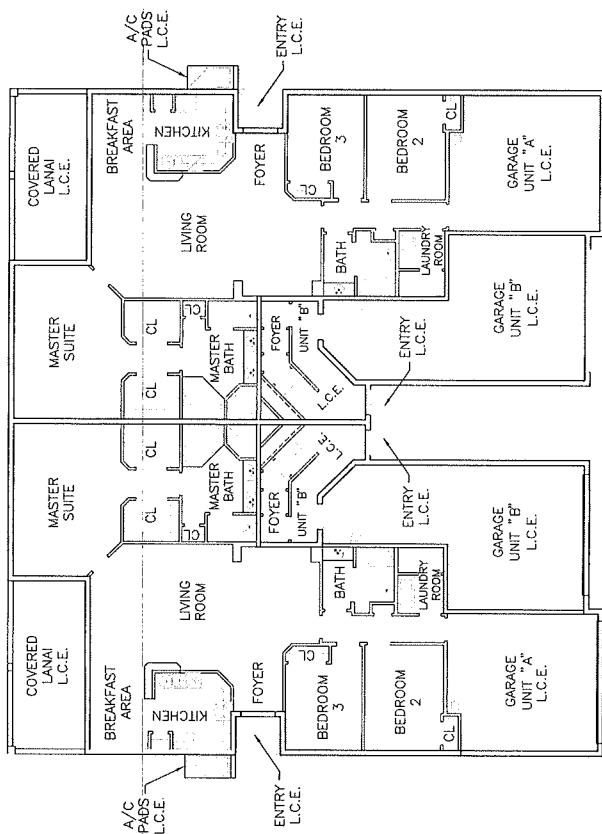


FRONT ELEVATION / SCHEMATIC SECTION

SECOND FLOOR



COACH HOMES I AT TREVISO BAY, A PHASE CONDOMINIUM PHASE 12



LEFT HAND RIGHT HAND
UNIT "A"
FIRST FLOOR

UNIT ROOM SIZE (TYPICAL)

ALL ROOM SIZES ARE APPROXIMATE
MASTER SUITE 19.8'X 14.4'
LIVING ROOM 18.7'X 16'
DINING ROOM 11.6'X 11.4'
BREAKFAST 10'X 7.5'
KITCHEN 10'X 10'
BEDROOM 2 13.1'X 10.4'
BEDROOM 3 13.1'X 10.1'
BATH 9.2'X 7.2'
MASTER BATH 15.2'X 9.8'
LANAI 22'X 9.3'



ACTIVITY RESEARCH DATE: 11/23/12

FIELD WORK/CREW CHIEF DATE: 11/23/12

DRAFTED BY: JPM DATE: 11/23/12

CHECKED BY: JPM DATE: 11/23/12

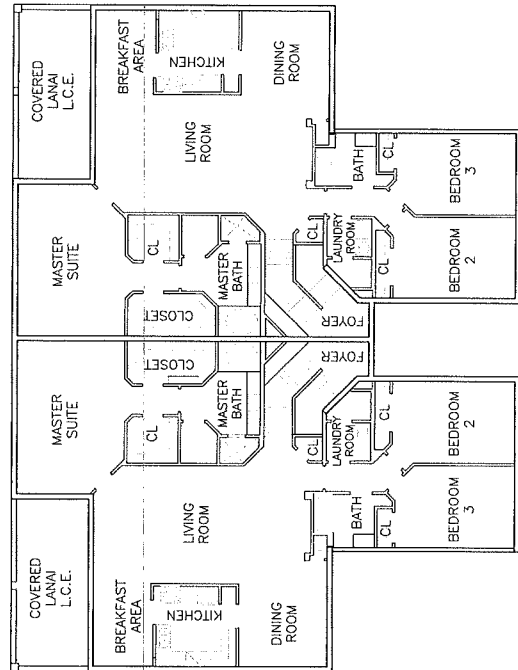
FIELD BOOK/PAGE: 1

DATE: 11/23/12

PROJECT NO.: 215610779

CLIENT: LENNAR HOMES, LLC

FILE NO.: 2D-126L



LEFT HAND RIGHT HAND
UNIT "B"
SECOND FLOOR

UNIT ROOM SIZE (TYPICAL)

ALL ROOM SIZES ARE APPROXIMATE
MASTER SUITE 19.7'X 13.9'
LIVING ROOM 27.5'X 15.2'
DINING ROOM 11'X 10.2'
BREAKFAST 11'X 8'
KITCHEN 10.8'X 10.8'
BEDROOM 2 17.2'X 10.9'
BEDROOM 3 16'X 10.3'
BATH 8'X 7'
MASTER BATH 15.8'X 10'
LANAI 22'X 9.3'

GENERAL NOTES:

1. A/C = AIR CONDITIONING
2. CL = CLOSET
3. L.C.E. = LIMITED COMMON ELEMENT
4. C.E. = COMMON ELEMENT
5. THIS EXHIBIT WAS PREPARED FROM ARCHITECTURAL PLANS PREPARED BY: WOOLF & ASSOCIATES, 20020 VETERANS BOULEVARD, PORT CHARLOTTE, FLORIDA

IMPROVEMENTS SHOWN HEREON ARE PROPOSED UNLESS OTHERWISE NOTED

*** NOT A SURVEY ***

WilsonMiller Stantec
3000 Bailey Ln, Suite 200, Naples, Florida 34105
Phone 239-646-4040 • Fax 239-646-5786 • Web Site www.wilsonmiller.com
Certificate of Authorization #43 - Florida License #LC-C00070

APPROVED: *JPM*
DATE: 11/23/12

PROJECT NO.: 215610779

CLIENT: LENNAR HOMES, LLC

FILE NO.: 2D-126L

DESCRIPTION: FLOOR PLANS COACH HOMES I AT TREVISO BAY, A PHASE CONDOMINIUM, PHASE 12 OF PART OF TRACT FD-1, VERCELLI, FLAT BOOK 48, PAGES 11-14, COLLIER COUNTY, FLORIDA

CROSS REFERENCE FILE NO.: 215610779

DATE: 11/23/12

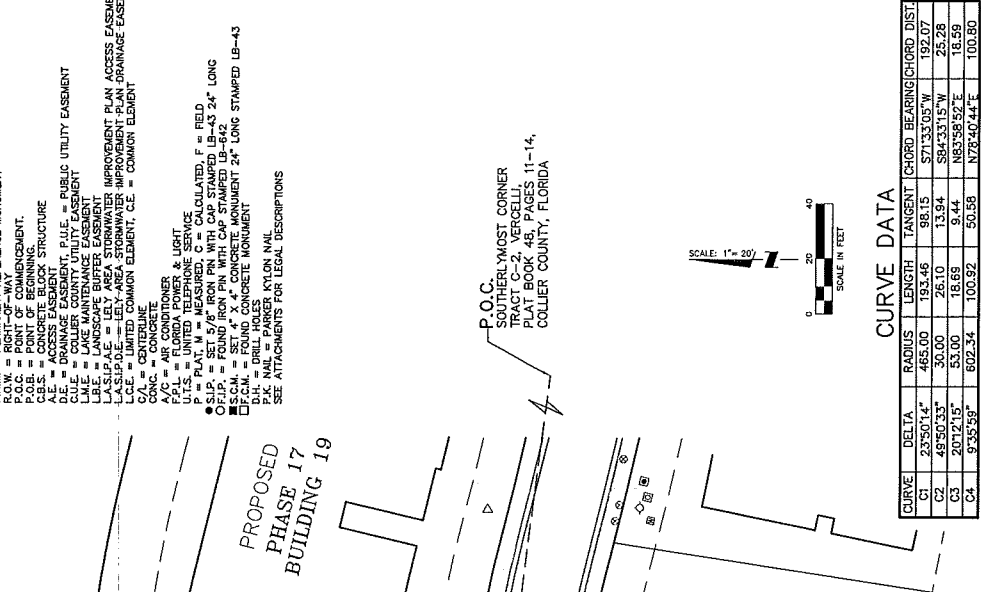
PROJECT NO.: 215610779

CLIENT: LENNAR HOMES, LLC

FILE NO.: 2D-126L

BEARINGS ARE BASED ON THE WEST LINE OF TRACT C-2, OF SAND PLAT OF VERGELLEN BEING SOUTH 65° 25' 00" EAST.
UNLESS A COMPARISON IS MADE, MEASURED BEARINGS AND DISTANCES ARE IDENTICAL WITH PLAT VALUES.
DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.
ALL DISTANCES ARE MEASURED ALONG THE CENTER LINE OF THE TRACT.
ALL DISTANCES ARE MEASURED ALONG THE CENTER LINE OF THE TRACT.
ALL DISTANCES ARE MEASURED ALONG THE CENTER LINE OF THE TRACT.

TRANS. = TRANSFORMER PAD
 ▷ = SANITARY CLEAN-OUT
 Ⓢ = SANITARY MANHOLE



CURVE	DELTA	RADIUS	LENGTH	TANGENT	CHORD BEARING	CHORD DIST.
C1	29°50'14"	465.00	193.46	96.15	N7°33'05" W	192.07
C2	43°50'33"	30.00	26.10	13.94	S84°33'15" W	25.28
C3	20°17'15"	53.00	18.65	9.44	N8°58'52" E	18.59
C4	9°35'59"	602.34	100.92	50.58	N78°40'44" E	100.80

C4	9°35'59"	602.34	100.92	50.58	N78°40'44"E	100.80
----	----------	--------	--------	-------	-------------	--------

DATE: 10/11 CLIENT: PLOT PLAN PHASE 13, CANY HOMES I AT TREASO BAY

COUNCIL HOMES, L L C
 A PHASE CONDOMINIUM
 A PART OF TRACT FD-1, VERCELLI, PLAT BOOK 48,

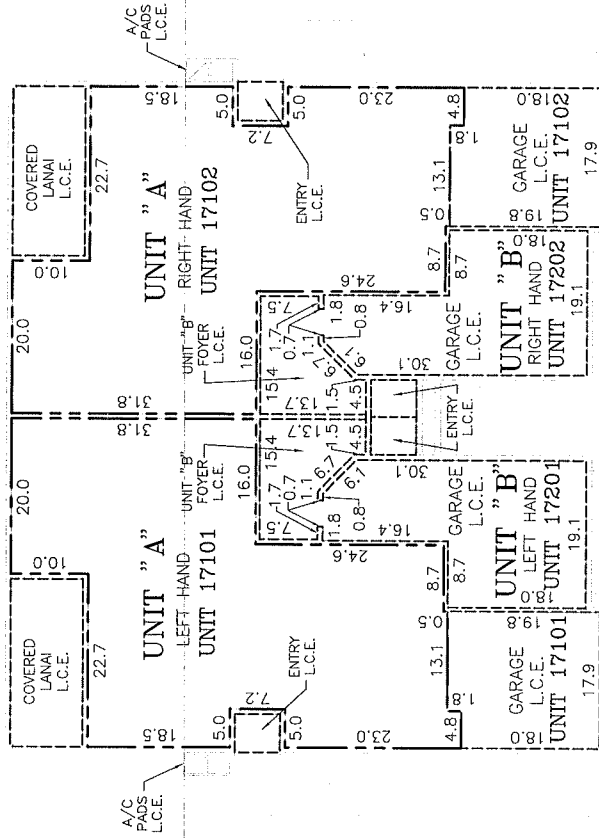
SCALE: 1"=20'	DOWNS REFERENCE FILE NO. 1	PROJECT NO. AND WORKBOOK REFERENCE NUMBERS	FILE NO.
------------------	----------------------------	--	----------

11-14, COLLIER COUNTY,	FLORIDA	20-126	215610779	2	20-1
------------------------	---------	--------	-----------	---	------

**COACH HOMES I AT TREVISO BAY, A PHASE CONDOMINIUM
GENERAL NOTES**

- 3.12. UNITS. THE CONDOMINIUM WILL CONTAINS A TOTAL OF ONE HUNDRED SIXTEEN (116) UNITS IF ALL PHASES ARE SUBMITTED, WHICH ARE LOCATED AND INDIVIDUALLY DESCRIBED HEREIN. THE BOUNDARIES OF EACH UNIT ARE AS FOLLOWS:
- 3.12.1. UPPER AND LOWER BOUNDARIES. THE UPPER AND LOWER BOUNDARIES OF THE UNIT SHALL BE THE FOLLOWING BOUNDARIES EXTENDED TO AN INTERSECTION WITH THE PERIMETRICAL BOUNDARIES;
- 3.12.1.1. UPPER BOUNDARIES. THE HORIZONTAL PLANE OF THE LOWEST SURFACE OF THE UNFINISHED CEILING SLAB.
- 3.12.1.2. LOWER BOUNDARIES. THE HORIZONTAL PLANE OF THE HIGHEST SURFACE OF THE UNFINISHED FLOOR SLAB AND THE INTERIOR STAIRWAY SERVING EACH SECOND FLOOR UNIT.
- 3.12.1.3. INTERIOR WALLS. NO PART OF THE NON-STRUCTURAL INTERIOR PARTITION WALLS WITHIN A UNIT SHALL BE CONSIDERED PART OF THE BOUNDARY OF A UNIT.
- 3.12.2. PERIMETRICAL BOUNDARIES. THE PERIMETRICAL BOUNDARIES OF THE UNIT SHALL BE THE VERTICAL PLANES OF THE BOUNDARY LINES DEFINED AND DEPICTED HEREIN, EXTENDED TO AN INTERSECTION WITH EACH OTHER AND WITH THE UPPER AND LOWER BOUNDARIES. ANY NON-LOADBEARING PORTION OF A PERIMETER WALL INSIDE THE PERIMETRICAL BOUNDARY OF A UNIT SHALL BE DEEMED A PART OF THE UNIT.
- 3.12.3. CERTAIN ITEMS EXCLUSIVELY SERVING A UNIT. IN ADDITION TO THE AREA WITHIN THE PERIMETRICAL AND UPPER AND LOWER BOUNDARIES DESCRIBED ABOVE, EACH UNIT SHALL BE DEEMED TO INCLUDE WITHIN ITS BOUNDARIES THE AIR HANDLING EQUIPMENT (LOCATED ON THE LAND ADJACENT TO THE BUILDING) EXCLUSIVELY SERVING THE UNIT AND ALL FOYERS DOORS, SCREEN DOORS, SCREEN WINDOWS, WINDOWS, GLASS AND ANY OTHER MATERIALS COVERING OPENINGS IN THE EXTERIOR OF THE UNIT, WHICH SERVE THE UNIT EXCLUSIVELY; PROVIDED HOWEVER SCREENING WITHIN THE BOUNDARIES OF A LIMITED COMMON ELEMENT FORMING PART OF A SCREENED PATIO SHALL BE DEEMED A LIMITED COMMON ELEMENT AND SHALL NOT FORM A PART OF A UNIT.
- 3.12.4. COVERED SCREEN LANAIS, DRIVEWAYS AND GARAGES. COVERED SCREENED LANAIS, DRIVEWAYS AND GARAGES, IF ANY SHALL NOT FORM A PART OF A UNIT AS SUCH AREAS ARE LIMITED COMMON ELEMENTS.
- 3.12.5. HEATING/AIR CONDITIONING EQUIPMENT AND WATER HEATER. THE HEATING/AIR CONDITIONING EQUIPMENT AND WATER HEATER SERVING A UNIT SHALL FORM A PART OF THE UNIT WHERE SUCH EQUIPMENT IS LOCATED. THE MAINTENANCE OF ANY SUCH EQUIPMENT SHALL BE THE SOLE RESPONSIBILITY OF THE UNIT BEING SERVED.
- 3.12.6. EXCEPTIONS. ANY PIPING, WIRING, DUCTS OR OTHER UTILITY INSTALLATIONS WHICH ARE LOCATED WITHIN ONE UNIT BUT WHICH SERVICE OTHER UNITS OR THE COMMON ELEMENTS AND THE REINFORCED CONCRETE PORTIONS OF ANY LOAD-BEARING COLUMNS OR WALLS WITHIN A UNIT SHALL BE COMMON ELEMENTS.
- 3.12.7. ENTRANCES. THE ENTRANCE OF EACH UNIT, AS SHOWN HEREIN, SHALL BE A LIMITED COMMON ELEMENT OF THE UNIT WHICH SUCH ENTRANCE EXCLUSIVELY SERVES.
- 3.12.8. GENERAL. IN CASES NOT SPECIFICALLY COVERED ABOVE, AND/OR IN ANY CASE OF CONFLICT OR AMBIGUITY, THE SURVEY OF THE UNITS SHALL CONTROL IN DETERMINING THE BOUNDARIES OF A UNIT, EXCEPT THAT THE PROVISIONS OF SECTIONS 3.12.1 AND 3.12.2 ABOVE SHALL CONTROL UNLESS SPECIFICALLY DEPICTED AND LABELED OTHERWISE ON SUCH SURVEY.
- 3.13. COMMONS ELEMENTS. THE COMMON ELEMENTS INCLUDE:
- 3.13.1. THE PORTIONS OF THE CONDOMINIUM PROPERTY WHICH ARE NOT INCLUDED WITHIN THE UNITS.
- 3.13.2. EASEMENTS THROUGH UNITS FOR CONDUITS, DUCTS, PLUMBING, PIPES, WIRING AND OTHER FACILITIES FOR THE FURNISHING OF UTILITIES AND OTHER SERVICES TO UNITS AND COMMON ELEMENTS.
- 3.13.3. AN EASEMENT OF SUPPORT IN EVERY PORTION OF THE UNIT WHICH CONTRIBUTES TO THE SUPPORT OF THE BUILDING.
- 3.13.4. THE PROPERTY AND INSTALLATIONS REQUIRED FOR THE FURNISHINGS OF UTILITIES AND OTHER SERVICES TO MORE THAN ONE UNIT OR TO THE COMMON ELEMENTS.
- 3.13.5. LIMITED COMMON ELEMENTS: PROVIDED HOWEVER, LIMITED COMMON ELEMENTS ARE NOT ACCESSIBLE BY ALL UNIT OWNERS.
- 3.13.6. FIXTURES OWNED OR HELD FOR THE COMMON USE, BENEFIT AND ENJOYMENT OF ALL UNIT OWNERS IN THE CONDOMINIUM.
- 3.13.7. METER ROOMS, ELECTRICAL ROOMS AND MECHANICAL ROOMS, IF ANY.
- 3.14. LIMITED COMMON ELEMENTS. EACH UNIT SHALL HAVE CERTAIN LIMITED COMMON ELEMENTS APPURTENANT THERETO AS FOLLOWS:
- 3.14.1. COVERED SCREENED LANAIS, INTERIOR STAIRWAYS AND FOYERS. COVERED SCREENED LANAIS, INTERIOR STAIRWAYS AND FOYERS WHICH ARE ACCESSIBLE FROM A UNIT SHALL BE LIMITED COMMON ELEMENTS APPURTENANT TO THE UNIT AND FOR THE EXCLUSIVE USE OF THE UNIT OWNER OWNING SUCH UNIT. THERE IS NO GUARANTEE THAT ANY UNIT SHALL HAVE ANY SPECIFIC VIEW.
- 3.14.2. DRIVEWAYS AND GARAGES. EACH UNIT SHALL BE ENTITLED TO THE EXCLUSIVE USE OF ONE (1) TWO (2) CAR GARAGE THAT IS ASSIGNED TO THAT UNIT HEREIN TOGETHER WITH THE EXCLUSIVE RIGHT OF USE OF ANY DRIVEWAY PAVEMENT LEADING TO ANY GARAGE. SUCH GARAGE MAY NOT BE CONVEYED, ASSIGNED OR ENCUMBERED EXCEPT AS AN APPURTENANCE TO THE UNIT WHICH IT IS ASSIGNED..
- 3.14.3. AIR SPACE AND AREA FOR AIR HANDLING COMPRESSOR EQUIPMENT. THE RIGHT OF EXCLUSIVE USE OF THE AIR SPACE AND AREA OF THE LAND ADJACENT TO EACH UNIT (OR ON THE SLAB ADJACENT TO THE UNIT LOCATED BELOW SUCH UNIT WITH RESPECT TO SECOND FLOOR UNITS) OCCUPIED BY THE AIR HANDLING COMPRESSOR EQUIPMENT CONSTITUTING A PART OF AND SERVING A UNIT SHALL BE A LIMITED COMMON ELEMENT APPURTENANT TO THE UNIT.
- 3.14.4. MAILBOXES. EACH UNIT SHALL BE ASSIGNED ONE (1) MAILBOX (EACH A "MAILBOX"). UPON SUCH ASSIGNMENT, THE MAILBOX SO ASSIGNED SHALL BE DEEMED A LIMITED COMMON ELEMENT OF THE UNIT AND THE UNIT OWNER'S RIGHT TO USE SUCH MAILBOX SHALL BECOME AN APPURTENANCE TO THE UNIT. THE EXCLUSIVE USE OF ANY SUCH MAIL BOX MAY NOT BE CONVEYED OR ASSIGNED TO ANOTHER UNIT OR UNIT OWNER.
- 3.14.5. OTHER. ANY OTHER PORTION OF THE COMMON ELEMENTS WHICH, BY ITS NATURE, CANNOT SERVE ALL UNITS BUT SERVES ONE (1) UNIT OR MORE THAN (1) UNIT, SHALL BE DEEMED A LIMITED COMMON ELEMENT OF THE UNIT(S) SERVED AND SHALL BE MAINTAINED BY SUCH OWNER. IN THE EVENT OF ANY DOUBT OR DISPUTE AS TO WHETHER ANY PORTION OF THE COMMON ELEMENTS CONSTITUTES A LIMITED COMMON ELEMENT OR IN THE EVENT OF ANY QUESTIONS AS TO WHICH UNITS ARE SERVED THEREBY, A DECISION SHALL BE MADE BY A MAJORITY VOTE OF THE BOARD AND SHALL BE BINDING AND CONCLUSIVE WHEN SO MADE.

COACH HOMES I AT TREVISO BAY, A PHASE CONDOMINIUM PHASE 13



FIRST FLOOR

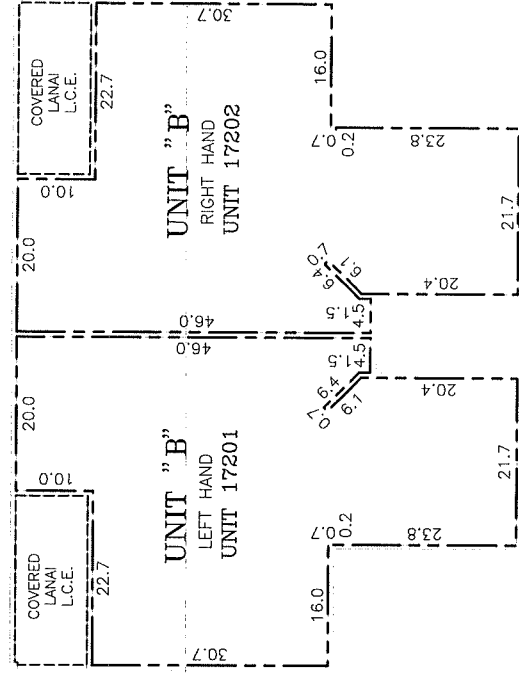
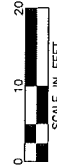
DRIVE L.C.E. DRIVE L.C.E. DRIVE L.C.E.

GENERAL NOTES:

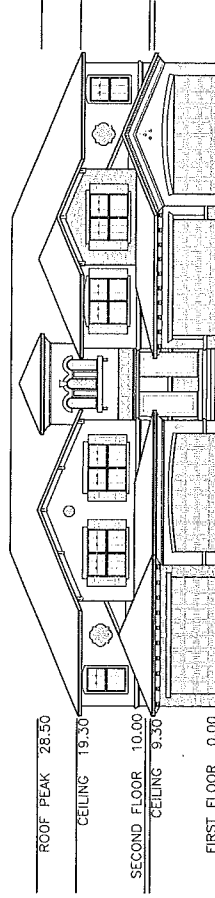
1. REFER TO DECLARATION OF CONDOMINIUM FOR DEFINITION AND DESIGNATION OF UNIT BOUNDARY
2. INDICATES UNIT BOUNDARY
3. EVERYTHING EXTERIOR TO THE UNITS AND LIMITED COMMON ELEMENT (L.C.E.) IS COMMON ELEMENT (C.E.)
4. THERE IS AN AIR CONDITIONING COMPRESSOR LIMITED COMMON ELEMENT (L.C.E.) FOR EACH UNIT LOCATED OUTSIDE OF THE BUILDING.
5. ELEVATIONS ARE BASED ON NATIONAL GEODETIC VERTICAL DATUM, 1929, (NGVD29).
6. THIS EXHIBIT WAS PREPARED FROM ARCHITECTURAL PLANS PREPARED BY: WOOLF & ASSOCIATES 20020 VETERANS BOULEVARD PORT CHARLOTTE, FLORIDA

ACTIVITY	INITIALS	DATE	BY	APPROVED:
RESEARCH				
FIELD WORK/CREW CHIEF				
DRAFTED	LMT	4/5	01	03
CHECKED BY:	JPM	2/75	01	03
FIELD BOOK/PAGE				

Wilson Miller Stantec
3200 Bailey Ln, Suite 200, Naples, Florida 34105
Phone 239-648-4040 • Fax 239-648-2778 • Web Site www.wilsonstantec.com
Certificate of Authorization #43 - Florida License #LC-C00070



SECOND FLOOR



FRONT ELEVATION / SCHEMATIC SECTION

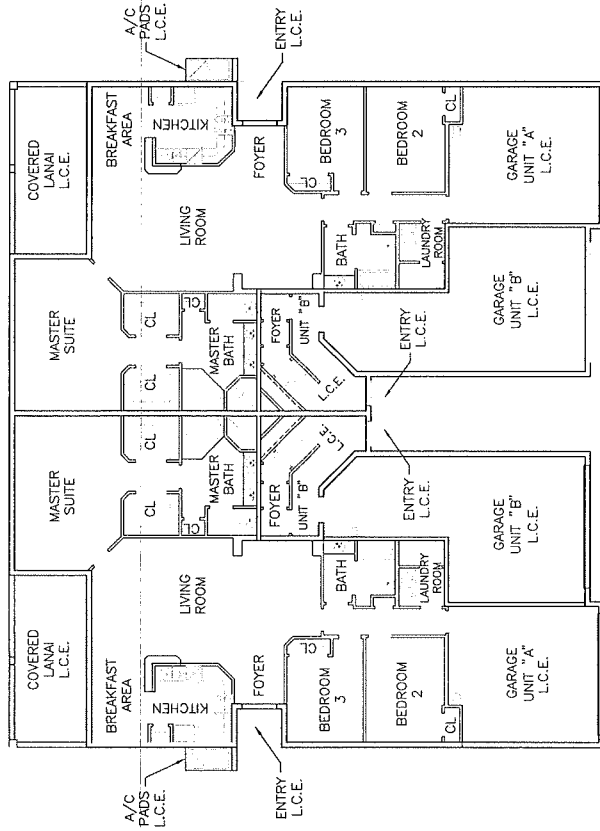
IMPROVEMENTS SHOWN HEREON ARE PROPOSED UNLESS OTHERWISE NOTED

*** NOT A SURVEY ***

DATE: 01/12	CLIENT: LENNAR HOMES, LLC
SCALE: 1"=10'	
CROSS REFERENCE FILE NO.: 215610779	3 of 3
DESCRIPTION: FIRST AND SECOND FLOOR UNIT BOUNDARY PLAN AND SCHEMATIC SECTION COACH HOMES I AT TREVISO BAY, A PHASE CONDOMINIUM, VERCELLI, FLORIDA	
PLAT BOOK 48, PAGES 11-14, COLLIER COUNTY, FLORIDA	

Jan 12, 2012 - 13:01:54 LUTILEVA\215610779\Treviso\CONDO EXHIBITS\20-1264-CONDO-1-SHT-3.dwg

COACH HOMES I AT TREVISO BAY, A PHASE CONDOMINIUM PHASE 13



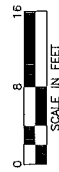
LEFT HAND

RIGHT HAND

UNIT "A"

FIRST FLOOR

UNIT ROOM SIZE (TYPICAL)	
ALL ROOM SIZES ARE APPROXIMATE	
MASTER SUITE	19'6" X 14'4"
LIVING ROOM	18'5" X 16'4"
DINING ROOM	11'6" X 11'4"
BREAKFAST	10'X 7'5"
KITCHEN	10'X 10'
BEDROOM 2	13'1" X 10'4"
BEDROOM 3	13'1" X 10'1"
BATH	9'2" X 7'2"
MASTER BATH	15'2" X 9'8"
LANAI	22'X 9'3"



SCALE IN FEET

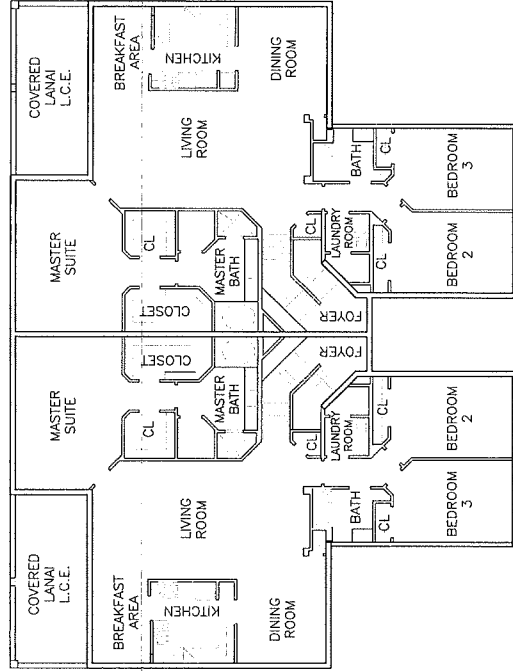
ACTIVITY	INITIALS	DATE	APPROVED:
RESEARCH			
FIELD WORK/OREV CHIEF			
DRAFTED:			
CHECKED BY:			
FIELD BOOK/PAGE			

John P. Maloney
JOHN P. MALONEY, P.S.M./C.S.P.S.

WilsonMiller Stantec
3200 Bailey Ln, Suite 200, Naples, Florida 34105
Phone 239-466-4400 • Fax 239-466-4401 • Web Site www.wilsonmiller.com
Consent of Authorization 440 - Florida License LC-000076

DESCRIPTION: FLOOR PLANS
COACH HOMES I AT TREVISO BAY,
A PHASE CONDOMINIUM, PHASE 13
OF PART OF TRACT FD-1, VERCELLI,
PLAT BOOK 46, PAGES 11-14, COLLIER COUNTY, FLORIDA

DATE: 01/12
SCALE: 1" = 10'
PROJECT NO. AND WORK ORDER NO.: 21561073
CLIENT: LENNAR HOMES, LLC
SHEET NUMBER: 20-126M
FILE NO.: 20-126M



LEFT HAND

RIGHT HAND

UNIT "B"

SECOND FLOOR

UNIT ROOM SIZE (TYPICAL)	
ALL ROOM SIZES ARE APPROXIMATE	
MASTER SUITE	19'7" X 13'9"
LIVING ROOM	27'5" X 15'2"
DINING ROOM	11'X 10'2"
BREAKFAST	11'X 8'
KITCHEN	10'8" X 10'8"
BEDROOM 2	17'2" X 10'9"
BEDROOM 3	16'X 10'3"
BATH	8'X 7'
MASTER BATH	15'8" X 10'
LANAI	22'X 9'3"

- GENERAL NOTES:
1. A/C = AIR CONDITIONING
 2. CL = CLOSET
 3. L.C.E. = LIMITED COMMON ELEMENT
 4. C.E. = COMMON ELEMENT
 5. THIS EXHIBIT WAS PREPARED FROM:
ARCHITECTURAL PLANS PREPARED BY:
WOOLF & ASSOCIATES
20020 VETERANS BOULEVARD
PORT CHARLOTTE, FLORIDA

IMPROVEMENTS SHOWN HEREON ARE
PROPOSED UNLESS OTHERWISE NOTED

*** NOT A SURVEY ***

PHASE 14



10

ALMOST CORNER
3 VERCELLI

WINGFIELD,
K 48, PAGES 11-14,
COUNTY, FLORIDA

SCALE:

$1^{\circ} \approx 20'$

SCALE IN FEET

CURVE DATA			
RADIUS	LENGTH	TANGENT	CHORD BEARING\CHORD DIST.
200.00	16.17	8.09	57°55'17.4" 16.16

425.00	150.30	75.95	N76°05'03"E	149.52
--------	--------	-------	-------------	--------

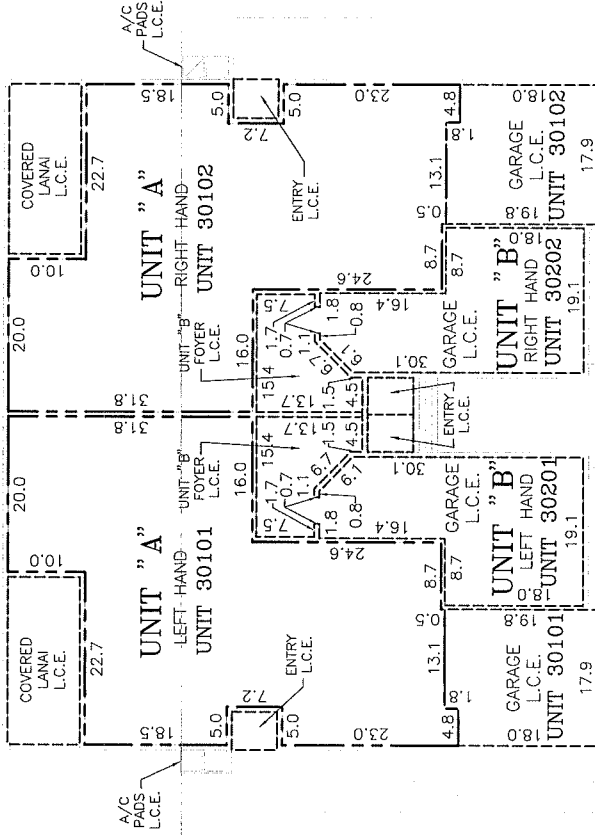
4, SSO BAY, JUM	DATE	10/11	CLIENT: LENNAR HOMES, LLC
	SCALE	1"=30'	

FLORIDA	20-126	215610778	2	20-126N
---------	--------	-----------	---	---------

**COACH HOMES I AT TREVISO BAY, A PHASE CONDOMINIUM
GENERAL NOTES**

- 3.12. UNITS. THE CONDOMINIUM WILL CONTAINS A TOTAL OF ONE HUNDRED SIXTEEN (116) UNITS IF ALL PHASES ARE SUBMITTED, WHICH ARE LOCATED AND INDIVIDUALLY DESCRIBED HEREIN. THE BOUNDARIES OF EACH UNIT ARE AS FOLLOWS:
- 3.12.1. UPPER AND LOWER BOUNDARIES. THE UPPER AND LOWER BOUNDARIES OF THE UNIT SHALL BE THE FOLLOWING BOUNDARIES EXTENDED TO AN INTERSECTION WITH THE PERIMETRICAL BOUNDARIES;
- 3.12.1.1. UPPER BOUNDARIES. THE HORIZONTAL PLANE OF THE LOWEST SURFACE OF THE UNFINISHED CEILING SLAB.
- 3.12.1.2. LOWER BOUNDARIES. THE HORIZONTAL PLANE OF THE HIGHEST SURFACE OF THE UNFINISHED FLOOR SLAB AND THE INTERIOR STAIRWAY SERVING EACH SECOND FLOOR UNIT.
- 3.12.1.3. INTERIOR WALLS. NO PART OF THE NON-STRUCTURAL INTERIOR PARTITION WALLS WITHIN A UNIT SHALL BE CONSIDERED PART OF THE BOUNDARY OF A UNIT.
- 3.12.2. PERIMETRICAL BOUNDARIES. THE PERIMETRICAL BOUNDARIES OF THE UNIT SHALL BE THE VERTICAL PLANES OF THE BOUNDARY LINES DEFINED AND DEPICTED HEREIN, EXTENDED TO AN INTERSECTION WITH EACH OTHER AND WITH THE UPPER AND LOWER BOUNDARIES. ANY NON-LOADBEARING PORTION OF A PERIMETER WALL INSIDE THE PERIMETRICAL BOUNDARY OF A UNIT SHALL BE DEEMED A PART OF THE UNIT.
- 3.12.3. CERTAIN ITEMS EXCLUSIVELY SERVING A UNIT. IN ADDITION TO THE AREA WITHIN THE PERIMETRICAL AND UPPER AND LOWER BOUNDARIES DESCRIBED ABOVE, EACH UNIT SHALL BE DEEMED TO INCLUDE WITHIN ITS BOUNDARIES THE AIR HANDLING EQUIPMENT (LOCATED ON THE LAND ADJACENT TO THE BUILDING) EXCLUSIVELY SERVING THE UNIT AND ALL FOYERS DOORS, SCREEN DOORS, SCREEN WINDOWS, WINDOWS, GLASS AND ANY OTHER MATERIALS COVERING OPENINGS IN THE EXTERIOR OF THE UNIT, WHICH SERVE THE UNIT EXCLUSIVELY; PROVIDED HOWEVER SCREENING WITHIN THE BOUNDARIES OF A LIMITED COMMON ELEMENT FORMING PART OF A SCREENED PATIO SHALL BE DEEMED A LIMITED COMMON ELEMENT AND SHALL NOT FORM A PART OF A UNIT.
- 3.12.4. COVERED SCREEN LANAIS, DRIVEWAYS AND GARAGES. COVERED SCREENED LANAIS, DRIVEWAYS AND GARAGES, IF ANY SHALL NOT FORM A PART OF A UNIT AS SUCH AREAS ARE LIMITED COMMON ELEMENTS.
- 3.12.5. HEATING/AIR CONDITIONING EQUIPMENT AND WATER HEATER. THE HEATING/AIR CONDITIONING EQUIPMENT AND WATER HEATER SERVING A UNIT SHALL FORM A PART OF THE UNIT WHERE SUCH EQUIPMENT IS LOCATED. THE MAINTENANCE OF ANY SUCH EQUIPMENT SHALL BE THE SOLE RESPONSIBILITY OF THE UNIT BEING SERVED.
- 3.12.6. EXCEPTIONS. ANY PIPING, WIRING, DUCTS OR OTHER UTILITY INSTALLATIONS WHICH ARE LOCATED WITHIN ONE UNIT BUT WHICH SERVICE OTHER UNITS OR THE COMMON ELEMENTS AND THE REINFORCED CONCRETE PORTIONS OF ANY LOAD-BEARING COLUMNS OR WALLS WITHIN A UNIT SHALL BE COMMON ELEMENTS.
- 3.12.7. ENTRANCES. THE ENTRANCE OF EACH UNIT, AS SHOWN HEREIN, SHALL BE A LIMITED COMMON ELEMENT OF THE UNIT WHICH SUCH ENTRANCE EXCLUSIVELY SERVES.
- 3.12.8. GENERAL. IN CASES NOT SPECIFICALLY COVERED ABOVE, AND/OR IN ANY CASE OF CONFLICT OR AMBIGUITY, THE SURVEY OF THE UNITS SHALL CONTROL IN DETERMINING THE BOUNDARIES OF A UNIT, EXCEPT THAT THE PROVISIONS OF SECTIONS 3.12.1 AND 3.12.2 ABOVE SHALL CONTROL UNLESS SPECIFICALLY DEPICTED AND LABELED OTHERWISE ON SUCH SURVEY.
- 3.13. COMMONS ELEMENTS. THE COMMON ELEMENTS INCLUDE:
- 3.13.1. THE PORTIONS OF THE CONDOMINIUM PROPERTY WHICH ARE NOT INCLUDED WITHIN THE UNITS.
- 3.13.2. EASEMENTS THROUGH UNITS FOR CONDUITS, DUCTS, PLUMBING, PIPES, WIRING AND OTHER FACILITIES FOR THE FURNISHING OF UTILITIES AND OTHER SERVICES TO UNITS AND COMMON ELEMENTS.
- 3.13.3. AN EASEMENT OF SUPPORT IN EVERY PORTION OF THE UNIT WHICH CONTRIBUTES TO THE SUPPORT OF THE BUILDING.
- 3.13.4. THE PROPERTY AND INSTALLATIONS REQUIRED FOR THE FURNISHINGS OF UTILITIES AND OTHER SERVICES TO MORE THAN ONE UNIT OR TO THE COMMON ELEMENTS.
- 3.13.5. LIMITED COMMON ELEMENTS: PROVIDED HOWEVER, LIMITED COMMON ELEMENTS ARE NOT ACCESSIBLE BY ALL UNIT OWNERS.
- 3.13.6. FIXTURES OWNED OR HELD FOR THE COMMON USE, BENEFIT AND ENJOYMENT OF ALL UNIT OWNERS IN THE CONDOMINIUM.
- 3.13.7. METER ROOMS, ELECTRICAL ROOMS AND MECHANICAL ROOMS, IF ANY.
- 3.14. LIMITED COMMON ELEMENTS. EACH UNIT SHALL HAVE CERTAIN LIMITED COMMON ELEMENTS APPURTENANT THERETO AS FOLLOWS:
- 3.14.1. COVERED SCREENED LANAIS, INTERIOR STAIRWAYS AND FOYERS. COVERED SCREENED LANAIS, INTERIOR STAIRWAYS AND FOYERS WHICH ARE ACCESSIBLE FROM A UNIT SHALL BE LIMITED COMMON ELEMENTS APPURTENANT TO THE UNIT AND FOR THE EXCLUSIVE USE OF THE UNIT OWNER OWNING SUCH UNIT. THERE IS NO GUARANTEE THAT ANY UNIT SHALL HAVE ANY SPECIFIC VIEW.
- 3.14.2. DRIVEWAYS AND GARAGES. EACH UNIT SHALL BE ENTITLED TO THE EXCLUSIVE USE OF ONE (1) TWO (2) CAR GARAGE THAT IS ASSIGNED TO THAT UNIT HEREIN TOGETHER WITH THE EXCLUSIVE RIGHT OF USE OF ANY DRIVEWAY PAVEMENT LEADING TO ANY GARAGE. SUCH GARAGE MAY NOT BE CONVEYED, ASSIGNED OR ENCUMBERED EXCEPT AS AN APPURTENANCE TO THE UNIT WHICH IT IS ASSIGNED.
- 3.14.3. AIR SPACE AND AREA FOR AIR HANDLING COMPRESSOR EQUIPMENT. THE RIGHT OF EXCLUSIVE USE OF THE AIR SPACE AND AREA OF THE LAND ADJACENT TO EACH UNIT (OR ON THE SLAB ADJACENT TO THE UNIT LOCATED BELOW SUCH UNIT WITH RESPECT TO SECOND FLOOR UNITS) OCCUPIED BY THE AIR HANDLING COMPRESSOR EQUIPMENT CONSTITUTING A PART OF AND SERVING A UNIT SHALL BE A LIMITED COMMON ELEMENT APPURTENANT TO THE UNIT.
- 3.14.4. MAILBOXES. EACH UNIT SHALL BE ASSIGNED ONE (1) MAILBOX (EACH A "MAILBOX"). UPON SUCH ASSIGNMENT, THE MAILBOX SO ASSIGNED SHALL BE DEEMED A LIMITED COMMON ELEMENT OF THE UNIT AND THE UNIT OWNER'S RIGHT TO USE SUCH MAILBOX SHALL BECOME AN APPURTENANCE TO THE UNIT. THE EXCLUSIVE USE OF ANY SUCH MAIL BOX MAY NOT BE CONVEYED OR ASSIGNED TO ANOTHER UNIT OR UNIT OWNER.
- 3.14.5. OTHER. ANY OTHER PORTION OF THE COMMON ELEMENTS WHICH, BY ITS NATURE, CANNOT SERVE ALL UNITS BUT SERVES ONE (1) UNIT OR MORE THAN (1) UNIT, SHALL BE DEEMED A LIMITED COMMON ELEMENT OF THE UNIT(S) SERVED AND SHALL BE MAINTAINED BY SUCH OWNER. IN THE EVENT OF ANY DOUBT OR DISPUTE AS TO WHETHER ANY PORTION OF THE COMMON ELEMENTS CONSTITUTES A LIMITED COMMON ELEMENT OR IN THE EVENT OF ANY QUESTIONS AS TO WHICH UNITS ARE SERVED THEREBY, A DECISION SHALL BE MADE BY A MAJORITY VOTE OF THE BOARD AND SHALL BE BINDING AND CONCLUSIVE WHEN SO MADE.

COACH HOMES I AT TREVISO BAY, A PHASE CONDOMINIUM PHASE 14



DRIVE L.C.E. DRIVE L.C.E. DRIVE L.C.E.

FIRST FLOOR

GENERAL NOTES:

1. REFER TO DECLARATION OF CONDOMINIUM FOR DEFINITION AND DESIGNATION OF UNIT BOUNDARY
2. DASHED LINE INDICATES UNIT BOUNDARY
3. DOTTED LINE INDICATES LIMITED COMMON ELEMENT (L.C.E.)
4. EVERYTHING EXTERIOR TO THE UNITS AND LIMITED COMMON ELEMENT (L.C.E.) IS COMMON ELEMENT (C.E.)
5. THERE IS AN AIR CONDITIONING COMPRESSOR LIMITED COMMON ELEMENT (L.C.E.) FOR EACH UNIT LOCATED OUTSIDE OF THE BUILDING.
6. ELEVATIONS ARE BASED ON NATIONAL GEODETIC DATUM, 1929, (NGVD29).
7. THIS EXHIBIT WAS PREPARED FROM ARCHITECTURAL PLANS PREPARED BY: WOOLF & ASSOCIATES 20020 VETERANS BOULEVARD PORT CHARLOTTE, FLORIDA

ACTIVITY	INITIALS	DATE	BY	APPROVED:
RESEARCH				
FIELD WORK/DRAW CHIEF				
DRAFTED	LMT	4/5/12	01	03
CHECKED BY:	JPM	4/5/12	01	03
FIELD BOOK/PHASE				

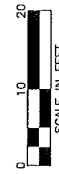
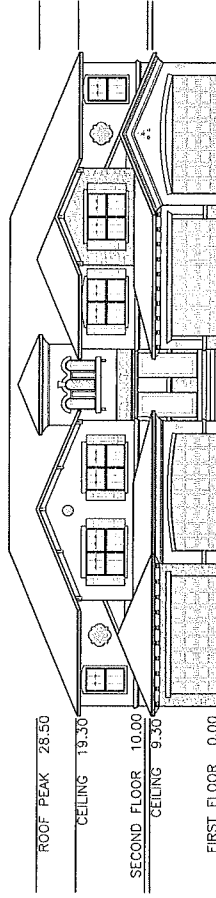
Wilson Miller Stantec
3200 Bailey Ln, Suite 200, Naples, Florida 34105
Phone 239-449-4000 • Fax 239-449-5716 • Web Site www.stantec.com
Certificate of Authorization #43 • Florida License #LC-000070

DESCRIPTION: FIRST AND SECOND FLOOR
UNIT BOUNDARY PLAN AND SCHEMATIC SECTION
COACH HOMES I AT TREVISO BAY,
A PHASE CONDOMINIUM, PHASE 14
OF PART OF TRACT FD-1, VERCELLI,
PLAT BOOK 48, PAGES 11-14, COLLIER COUNTY, FLORIDA

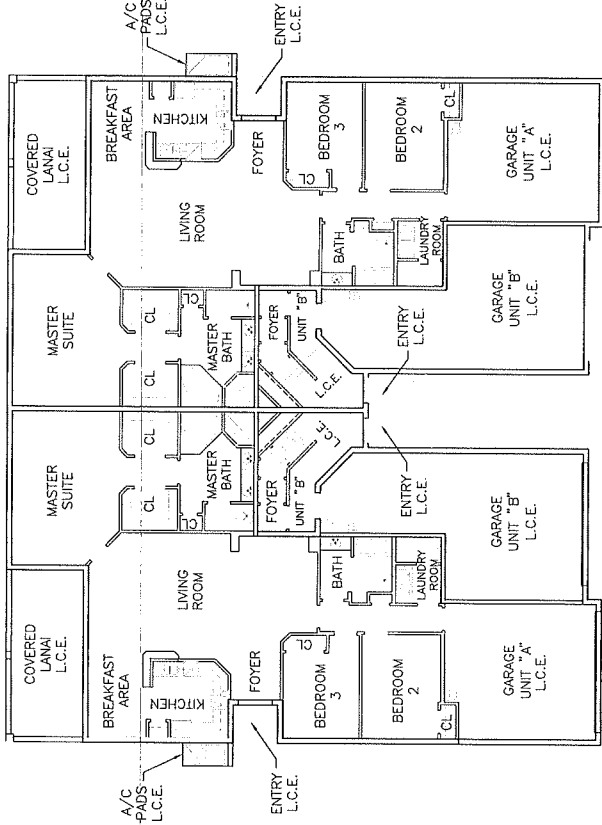
DATE: 01/12
SCALE: 1"=10'
PROJECT NO. AND WORK ORDER NO.: 215610779
SHEET NUMBER: 3
FILE NO.: 2D-126N

*** NOT A SURVEY ***

IMPROVEMENTS SHOWN HEREON ARE PROPOSED UNLESS OTHERWISE NOTED



COACH HOMES I AT TREVISO BAY, A PHASE CONDOMINIUM PHASE 14



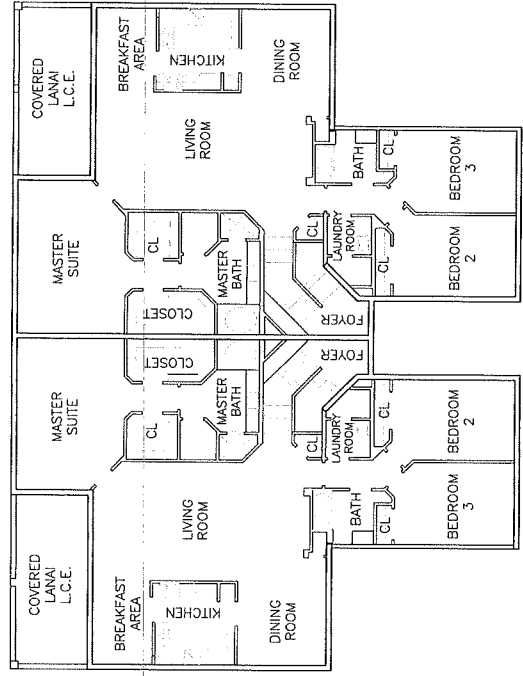
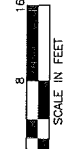
LEFT HAND RIGHT HAND

UNIT "A"

FIRST FLOOR

UNIT ROOM SIZE (TYPICAL)

ALL ROOM SIZES ARE APPROXIMATE
 MASTER SUITE 19.8'X 14.4'
 LIVING ROOM 18.7'X 16'
 DINING ROOM 11.6'X 11.4'
 BREAKFAST 10'X 7.5'
 KITCHEN 10'X 10'
 BEDROOM 2 13.1'X 10.4'
 BEDROOM 3 13.1'X 10.1'
 BATH 9.2'X 7.2'
 MASTER BATH 15.2'X 9.8'
 LANAI 22'X 9.3'



LEFT HAND RIGHT HAND

UNIT "B"

SECOND FLOOR

UNIT ROOM SIZE (TYPICAL)

ALL ROOM SIZES ARE APPROXIMATE
 MASTER SUITE 19.7'X 13.2'
 LIVING ROOM 27.5'X 15.2'
 DINING ROOM 11'X 10.2'
 BREAKFAST 11'X 8'
 KITCHEN 10.8'X 10.8'
 BEDROOM 2 17.2'X 10.9'
 BEDROOM 3 16'X 10.3'
 BATH 8'X 7'
 MASTER BATH 15.8'X 10'
 LANAI 22'X 9.3'

GENERAL NOTES:

1. A/C = AIR CONDITIONING
2. CL = CLOSET
3. L.C.E. = LIMITED COMMON ELEMENT
4. C.E. = COMMON ELEMENT
5. THIS EXHIBIT WAS PREPARED FROM ARCHITECTURAL PLANS PREPARED BY: WOOLFE & ASSOCIATES 20020 VETERANS BOULEVARD PORT CHARLOTTE, FLORIDA

IMPROVEMENTS SHOWN HEREON ARE PROPOSED UNLESS OTHERWISE NOTED

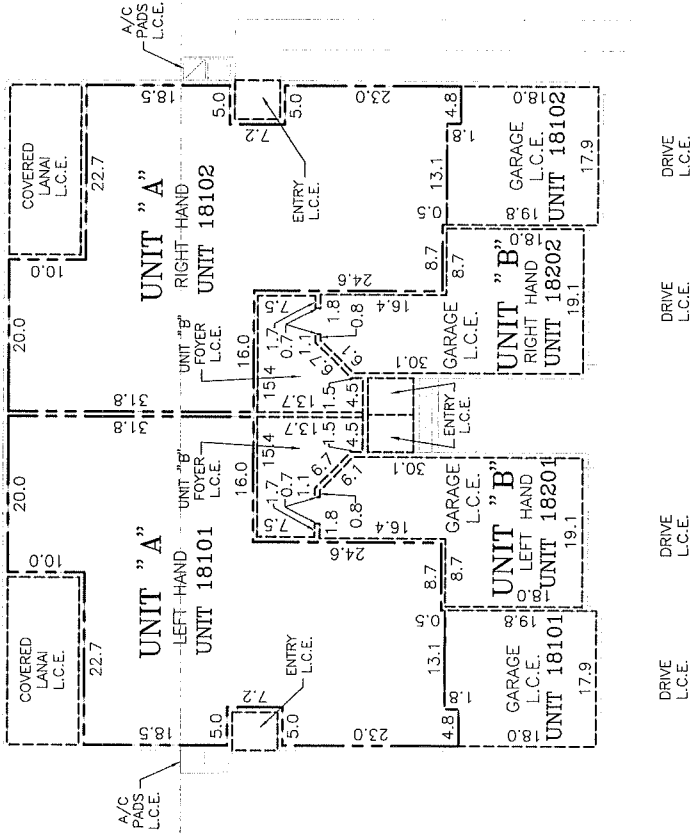
*** NOT A SURVEY ***

WilsonMiller Stantec 3200 Bailey Ln, Suite 200, Naples, Florida 34105 Phone 239-439-8800 Fax 239-439-8801 Certificate of Authorization #43 - Florida License #C-000070		DESCRIPTION: FLOOR PLANS COACH HOMES I AT TREVISO BAY, A PHASE CONDOMINIUM, PHASE 14 OF PART OF TRACT PD-1, VERCELLI PLAT BOOK 46, PAGES 11-14, COLLIER COUNTY, FLORIDA	
ACTIVITY FIELD WORK/DESK CHIEF DATED: JPM 2/75 CHECKED BY: JPM 2/75 FIELD BOOK/PAGE	INITIALS DATE 01/12 SCALE 1"=10' CROSS REFERENCE FILE NO.: 215610775	CLIENT: LENNAR HOMES, LLC	FILE NO.: 2D-126N

**COACH HOMES I AT TREVISO BAY, A PHASE CONDOMINIUM
GENERAL NOTES**

- 3.12. UNITS. THE CONDOMINIUM WILL CONTAINS A TOTAL OF ONE HUNDRED SIXTEEN (116) UNITS IF ALL PHASES ARE SUBMITTED, WHICH ARE LOCATED AND INDIVIDUALLY DESCRIBED HEREIN. THE BOUNDARIES OF EACH UNIT ARE AS FOLLOWS:
- 3.12.1. UPPER AND LOWER BOUNDARIES. THE UPPER AND LOWER BOUNDARIES OF THE UNIT SHALL BE THE FOLLOWING BOUNDARIES EXTENDED TO AN INTERSECTION WITH THE PERIMETRICAL BOUNDARIES;
- 3.12.1.1. UPPER BOUNDARIES. THE HORIZONTAL PLANE OF THE LOWEST SURFACE OF THE UNFINISHED CEILING SLAB.
- 3.12.1.2. LOWER BOUNDARIES. THE HORIZONTAL PLANE OF THE HIGHEST SURFACE OF THE UNFINISHED FLOOR SLAB AND THE INTERIOR STAIRWAY SERVING EACH SECOND FLOOR UNIT.
- 3.12.1.3. INTERIOR WALLS. NO PART OF THE NON-STRUCTURAL INTERIOR PARTITION WALLS WITHIN A UNIT SHALL BE CONSIDERED PART OF THE BOUNDARY OF A UNIT.
- 3.12.2. PERIMETRICAL BOUNDARIES. THE PERIMETRICAL BOUNDARIES OF THE UNIT SHALL BE THE VERTICAL PLANES OF THE BOUNDARY LINES DEFINED AND DEPICTED HEREIN, EXTENDED TO AN INTERSECTION WITH EACH OTHER AND WITH THE UPPER AND LOWER BOUNDARIES. ANY NON-LOADBEARING PORTION OF A PERIMETER WALL INSIDE THE PERIMETRICAL BOUNDARY OF A UNIT SHALL BE DEEMED A PART OF THE UNIT.
- 3.12.3. CERTAIN ITEMS EXCLUSIVELY SERVING A UNIT. IN ADDITION TO THE AREA WITHIN THE PERIMETRICAL AND UPPER AND LOWER BOUNDARIES DESCRIBED ABOVE, EACH UNIT SHALL BE DEEMED TO INCLUDE WITHIN ITS BOUNDARIES THE AIR HANDLING EQUIPMENT (LOCATED ON THE LAND ADJACENT TO THE BUILDING) EXCLUSIVELY SERVING THE UNIT AND ALL FOYERS DOORS, SCREEN DOORS, SCREEN WINDOWS, WINDOWS, GLASS AND ANY OTHER MATERIALS COVERING OPENINGS IN THE EXTERIOR OF THE UNIT, WHICH SERVE THE UNIT EXCLUSIVELY; PROVIDED HOWEVER SCREENING WITHIN THE BOUNDARIES OF A LIMITED COMMON ELEMENT FORMING PART OF A SCREENED PATIO SHALL BE DEEMED A LIMITED COMMON ELEMENT AND SHALL NOT FORM A PART OF A UNIT.
- 3.12.4. COVERED SCREEN LANAIS, DRIVEWAYS AND GARAGES. COVERED SCREENED LANAIS, DRIVEWAYS AND GARAGES, IF ANY SHALL NOT FORM A PART OF A UNIT AS SUCH AREAS ARE LIMITED COMMON ELEMENTS.
- 3.12.5. HEATING/AIR CONDITIONING EQUIPMENT AND WATER HEATER. THE HEATING/AIR CONDITIONING EQUIPMENT AND WATER HEATER SERVING A UNIT SHALL FORM A PART OF THE UNIT WHERE SUCH EQUIPMENT IS LOCATED. THE MAINTENANCE OF ANY SUCH EQUIPMENT SHALL BE THE SOLE RESPONSIBILITY OF THE UNIT BEING SERVED.
- 3.12.6. EXCEPTIONS. ANY PIPING, WIRING, DUCTS OR OTHER UTILITY INSTALLATIONS WHICH ARE LOCATED WITHIN ONE UNIT BUT WHICH SERVICE OTHER UNITS OR THE COMMON ELEMENTS AND THE REINFORCED CONCRETE PORTIONS OF ANY LOAD-BEARING COLUMNS OR WALLS WITHIN A UNIT SHALL BE COMMON ELEMENTS.
- 3.12.7. ENTRANCES. THE ENTRANCE OF EACH UNIT, AS SHOWN HEREIN, SHALL BE A LIMITED COMMON ELEMENT OF THE UNIT WHICH SUCH ENTRANCE EXCLUSIVELY SERVES.
- 3.12.8. GENERAL. IN CASES NOT SPECIFICALLY COVERED ABOVE, AND/OR IN ANY CASE OF CONFLICT OR AMBIGUITY, THE SURVEY OF THE UNITS SHALL CONTROL IN DETERMINING THE BOUNDARIES OF A UNIT, EXCEPT THAT THE PROVISIONS OF SECTIONS 3.12.1 AND 3.12.2 ABOVE SHALL CONTROL UNLESS SPECIFICALLY DEPICTED AND LABELED OTHERWISE ON SUCH SURVEY.
- 3.13. COMMONS ELEMENTS. THE COMMON ELEMENTS INCLUDE:
- 3.13.1. THE PORTIONS OF THE CONDOMINIUM PROPERTY WHICH ARE NOT INCLUDED WITHIN THE UNITS.
- 3.13.2. EASEMENTS THROUGH UNITS FOR CONDUITS, DUCTS, PLUMBING, PIPES, WIRING AND OTHER FACILITIES FOR THE FURNISHING OF UTILITIES AND OTHER SERVICES TO UNITS AND COMMON ELEMENTS.
- 3.13.3. AN EASEMENT OF SUPPORT IN EVERY PORTION OF THE UNIT WHICH CONTRIBUTES TO THE SUPPORT OF THE BUILDING.
- 3.13.4. THE PROPERTY AND INSTALLATIONS REQUIRED FOR THE FURNISHINGS OF UTILITIES AND OTHER SERVICES TO MORE THAN ONE UNIT OR TO THE COMMON ELEMENTS.
- 3.13.5. LIMITED COMMON ELEMENTS: PROVIDED HOWEVER, LIMITED COMMON ELEMENTS ARE NOT ACCESSIBLE BY ALL UNIT OWNERS.
- 3.13.6. FIXTURES OWNED OR HELD FOR THE COMMON USE, BENEFIT AND ENJOYMENT OF ALL UNIT OWNERS IN THE CONDOMINIUM.
- 3.13.7. METER ROOMS, ELECTRICAL ROOMS AND MECHANICAL ROOMS, IF ANY.
- 3.14. LIMITED COMMON ELEMENTS. EACH UNIT SHALL HAVE CERTAIN LIMITED COMMON ELEMENTS APPURTENANT THERETO AS FOLLOWS:
- 3.14.1. COVERED SCREENED LANAIS, INTERIOR STAIRWAYS AND FOYERS. COVERED SCREENED LANAIS, INTERIOR STAIRWAYS AND FOYERS WHICH ARE ACCESSIBLE FROM A UNIT SHALL BE LIMITED COMMON ELEMENTS APPURTENANT TO THE UNIT AND FOR THE EXCLUSIVE USE OF THE UNIT OWNER OWNING SUCH UNIT. THERE IS NO GUARANTEE THAT ANY UNIT SHALL HAVE ANY SPECIFIC VIEW.
- 3.14.2. DRIVEWAYS AND GARAGES. EACH UNIT SHALL BE ENTITLED TO THE EXCLUSIVE USE OF ONE (1) TWO (2) CAR GARAGE THAT IS ASSIGNED TO THAT UNIT HEREIN TOGETHER WITH THE EXCLUSIVE RIGHT OF USE OF ANY DRIVEWAY PAVEMENT LEADING TO ANY GARAGE. SUCH GARAGE MAY NOT BE CONVEYED, ASSIGNED OR ENCUMBERED EXCEPT AS AN APPURTENANCE TO THE UNIT WHICH IT IS ASSIGNED.
- 3.14.3. AIR SPACE AND AREA FOR AIR HANDLING COMPRESSOR EQUIPMENT. THE RIGHT OF EXCLUSIVE USE OF THE AIR SPACE AND AREA OF THE LAND ADJACENT TO EACH UNIT (OR ON THE SLAB ADJACENT TO THE UNIT LOCATED BELOW SUCH UNIT WITH RESPECT TO SECOND FLOOR UNITS) OCCUPIED BY THE AIR HANDLING COMPRESSOR EQUIPMENT CONSTITUTING A PART OF AND SERVING A UNIT SHALL BE A LIMITED COMMON ELEMENT APPURTENANT TO THE UNIT.
- 3.14.4. MAILBOXES. EACH UNIT SHALL BE ASSIGNED ONE (1) MAILBOX (EACH A "MAILBOX"). UPON SUCH ASSIGNMENT, THE MAILBOX SO ASSIGNED SHALL BE DEEMED A LIMITED COMMON ELEMENT OF THE UNIT AND THE UNIT OWNER'S RIGHT TO USE SUCH MAILBOX SHALL BECOME AN APPURTENANCE TO THE UNIT. THE EXCLUSIVE USE OF ANY SUCH MAIL BOX MAY NOT BE CONVEYED OR ASSIGNED TO ANOTHER UNIT OR UNIT OWNER.
- 3.14.5. OTHER. ANY OTHER PORTION OF THE COMMON ELEMENTS WHICH, BY ITS NATURE, CANNOT SERVE ALL UNITS BUT SERVES ONE (1) UNIT OR MORE THAN (1) UNIT, SHALL BE DEEMED A LIMITED COMMON ELEMENT OF THE UNIT(S) SERVED AND SHALL BE MAINTAINED BY SUCH OWNER. IN THE EVENT OF ANY DOUBT OR DISPUTE AS TO WHETHER ANY PORTION OF THE COMMON ELEMENTS CONSTITUTES A LIMITED COMMON ELEMENT OR IN THE EVENT OF ANY QUESTIONS AS TO WHICH UNITS ARE SERVED THEREBY, A DECISION SHALL BE MADE BY A MAJORITY VOTE OF THE BOARD AND SHALL BE BINDING AND CONCLUSIVE WHEN SO MADE.

COACH HOMES I AT TREVISO BAY, A PHASE CONDOMINIUM PHASE 15



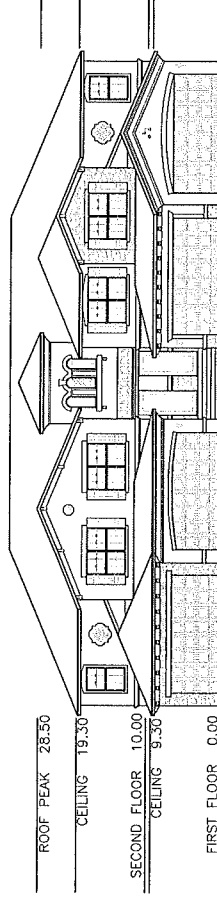
FIRST FLOOR

GENERAL NOTES:

1. REFER TO DECLARATION OF CONDOMINIUM FOR DEFINITION AND DESIGNATION OF UNIT BOUNDARY
2. DASHED LINE INDICATES UNIT BOUNDARY
3. DOTTED LINE INDICATES LIMITED COMMON ELEMENT (L.C.E.) ELEMENT (L.C.E.) IS COMMON ELEMENT (C.E.)
4. THERE IS AN AIR CONDITIONING COMPRESSOR LIMITED COMMON ELEMENT (L.C.E.) FOR EACH UNIT LOCATED OUTSIDE OF THE BUILDING. ELEVATIONS ARE BASED ON NATIONAL GEODETIC VERTICAL DATUM, 1929, (NGVD29).
5. THIS EXHIBIT WAS PREPARED FROM ARCHITECTURAL PLANS PREPARED BY: WILSON MILLER & STANTEC, 2000 VETERANS BLVD., PORT CHARLOTTE, FLORIDA

ACTIVITY	INITIALS	DATE	BY	TR.	APPROVED:
RESEARCH					
FIELD WORK/CREW CHIEF					
DRAWN	UAT	4/3	01	03	12
CHECKED BY:	JPM	2/7	01	03	12
FIELD BOOK/PAGE					

Jun 12, 2012 -- 12:41:20 LUTTLEVA\2156\active\2156\9999\Treviso\CONDO-1-SHT-3.dwg



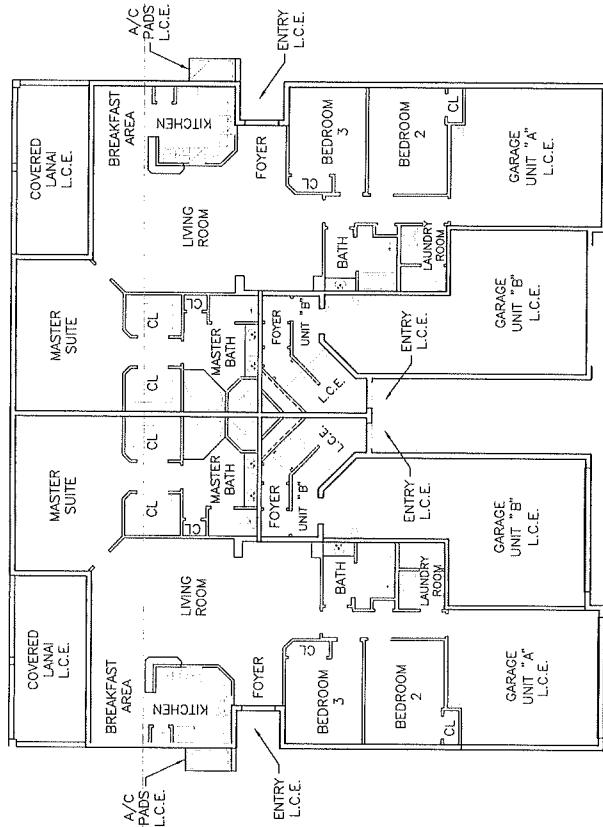
FRONT ELEVATION / SCHEMATIC SECTION

IMPROVEMENTS SHOWN HEREON ARE PROPOSED UNLESS OTHERWISE NOTED

*** NOT A SURVEY ***

DESCRIPTION: FIRST AND SECOND FLOOR UNIT BOUNDARY PLAN AND SCHEMATIC SECTION		DATE: 01/12	CLIENT: LENNAR HOMES, LLC
COACH HOMES I AT TREVISO BAY, A PHASE CONDOMINIUM, PHASE 15 OF PART OF TRACT FD-1, VERCELLI, PLAT BOOK 48, PAGES 11-14, COLLIER COUNTY, FLORIDA		SCALE: 1"=10'	
PROJECT NO. AND WORK ORDER NO. 215610775		CROSS REFERENCE FILE NO.:	FILE NO. 2D-1260

COACH HOMES I AT TREVISO BAY, A PHASE CONDOMINIUM PHASE 15



LEFT HAND

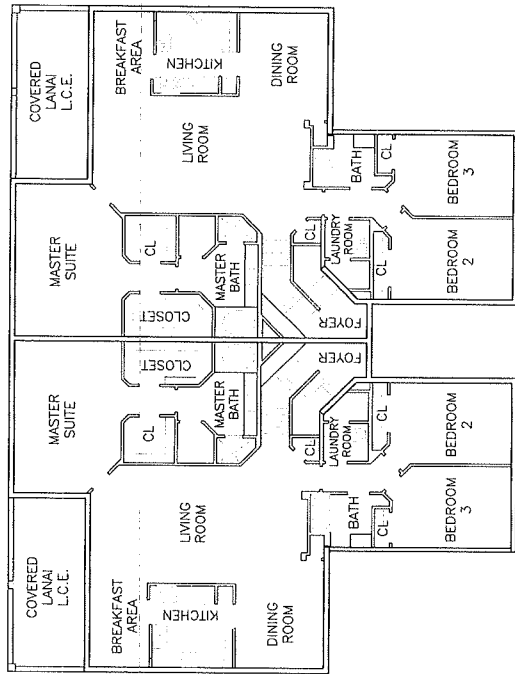
RIGHT HAND

UNIT "A"

FIRST FLOOR

UNIT ROOM SIZE (TYPICAL)

ALL ROOM SIZES ARE APPROXIMATE
MASTER SUITE 19.8'X 14.4'
LIVING ROOM 18.7'X 16.4'
DINING ROOM 11.6'X 11.4'
BREAKFAST 10'X 7.5'
KITCHEN 10'X 10'
BEDROOM 2 13.1'X 10.4'
BEDROOM 3 13.1'X 10.1'
BATH 9.2'X 7.2'
MASTER BATH 15.2'X 9.8'
LANAI 22'X 9.3'



LEFT HAND

RIGHT HAND

UNIT "B"

SECOND FLOOR

UNIT ROOM SIZE (TYPICAL)

ALL ROOM SIZES ARE APPROXIMATE
MASTER SUITE 19.7'X 13.9'
LIVING ROOM 27.5'X 15.2'
DINING ROOM 11'X 10.2'
BREAKFAST 11'X 8'
KITCHEN 10.8'X 10.8'
BEDROOM 2 17.2'X 10.9'
BEDROOM 3 16'X 10.3'
BATH 8'X 7'
MASTER BATH 15.8'X 10'
LANAI 22'X 9.3'

GENERAL NOTES:

1. A/C = AIR CONDITIONING
2. CL = CLOSET
3. L.C.E. = LIMITED COMMON ELEMENT
4. C.E. = COMMON ELEMENT
5. THIS EXHIBIT WAS PREPARED FROM ARCHITECTURAL PLANS PREPARED BY: WOOLF & ASSOCIATES 20020 VETERANS BOULEVARD PORT CHARLOTTE, FLORIDA

IMPROVEMENTS SHOWN HEREON ARE PROPOSED UNLESS OTHERWISE NOTED

*** NOT A SURVEY ***

<p>ACTIVITY RESEARCH FIELD WORK/DRAWING DRAFTED BY: JPM CHECKED BY: JPM FIELD BOOK/PAGE</p>	<p>INITIALS DATE APPROVED</p>	<p>WILSON MILLER & STANTEC 2000 Baker's Ln. Suite 200 Port Charlotte, Florida 33980 Phone 239-649-4040 • Fax 239-649-2795 • Web Site www.wmstec.com Certificate of Authorization #43 • Florida License #C-000070</p>	<p>DESCRIPTION: FLOOR PLANS COACH HOMES I AT TREVISO BAY, A PHASE CONDOMINIUM, PHASE 15 OF PART OF TRACT FD-1, VESSEL PLAT BOOK 48, PAGES 11-14, COLLIER COUNTY, FLORIDA</p> <p>CLIENT: LENNAR HOMES, LLC</p> <p>DATE: 01/12 SCALE: 1/8" = 1'-0" SHEET NUMBER: 215010773 FILE NO.: ED-1260</p>
---	---------------------------------------	--	--

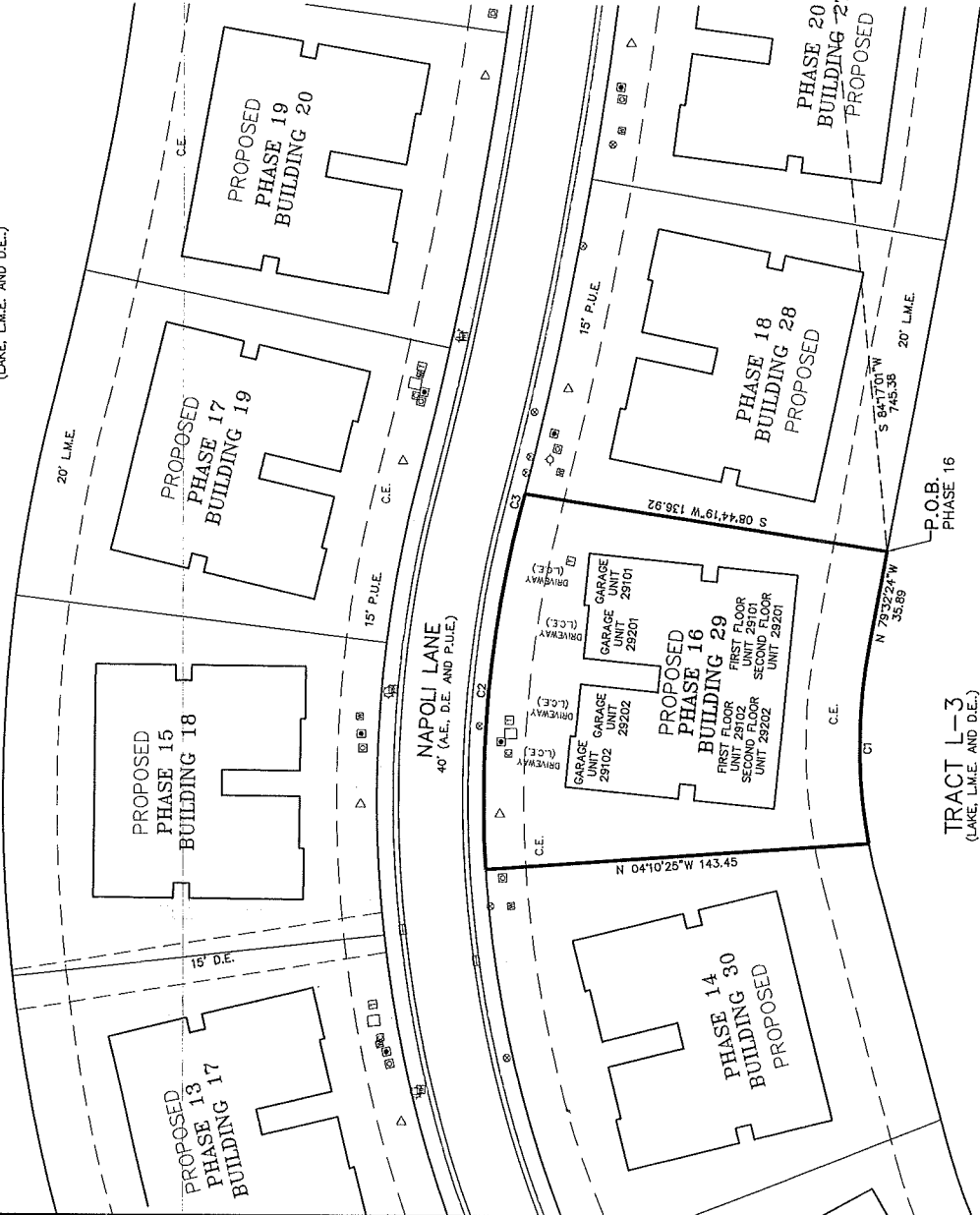
TRACT L-5
(LAKE, L.M.E. AND D.E..)

BEARINGS ARE BASED ON THE WEST LINE OF TRACT C-2, OF SAND FLAT OF VEGILLI BEING SOUTH 05:55:20° EAST.
UNLESS A COMPASSION IS MADE, MEASURED BEARINGS AND DISTANCES ARE IN FEET AND DECIMALS THEREOF.
DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.
DIMENSIONS ALONG CURVES ARE: Δ = DELTA, L = ARC LENGTH,
CD = CHORD DISTANCE, T = TANGENT, R = RADIUS CR = CHORD BEARING
1929. (N.S.V.D.)
THESE ARE BASED ON NATIONAL GEODETIC VERTICAL DATUM,
1929. (N.S.V.D.)
LINES SHOWN OUTSIDE OF THE LAND DESCRIBED ARE FOR REFERENCE USE
AND WERE NOT MEASURED.
UNDERGROUND UTILITIES, PIPELINES, CABLES, AND STUCCO FINISH WERE NOT
TAKEN INTO CONSIDERATION IN PREPARING THIS MAP.

□ = WATER METER
 □ = IRRIGATION METER
 ○ = FIRE HYDRANT
 ⊕ = GATE VALVE
 ⊞ = WATER STUB-OUT
 ⊞ = YARD DRAIN
 ⊞ = GRATE INLET
 ⊞ = HAND HOLE
 ⊞ = LIGHT POLE
 ⊞ = ELECTRIC PANEL
 ⊞ = GAS
 TRANS. = TRANSFORMER
 SANITARY CLEAN- = SANITARY CLEAN-
 SANITARY MANHO = SANITARY MANHO

LINES SHOWN OUTSIDE OF THE LAND DESCRIBED ARE FOR REFERENCE USE
 UNDERGROUND UTILITIES, ROOF OVERHANGS AND STUCCO FINISH WERE NOT
 TAKEN INTO CONSIDERATION IN PREPARING THIS MAP.
 P.S.A. = PERMANENT REFERENCE MONUMENT
 R.O.W. = RIGHT-OF-WAY
 S.S. = SURVEYOR'S STATION
 P.O.B. = POINT OF BEGINNING
 C.B.S. = CONCRETE BLOCK STRUCTURE
 D.E. = DRAINAGE EASEMENT, P.U.E. = PUBLIC UTILITY EASEMENT
 C.U.E. = COLLIER COUNTY UTILITY EASEMENT
 L.B.E. = LANDSCAPE BUFFER EASEMENT
 L.S.P.A.E. = LEVY AREA STORMWATER IMPROVEMENT PLAN ACCESS EASEMENT
 L.C.E. = LIMITED COMMON EASEMENT, C.E. = COMMON EASEMENT
 DRAINAGE EASEMENT

A/C = AIR CONDITIONER
F.P.L. = FLORIDA POWER & LIGHT
U.T.S. = UNITED TELEPHONE SERVICE
P = PLOT; M = MEASURED; C = CALCULATED; F = FIELD
S.I.P. = SET 5/8" IRON PIN WITH CAP STAMPED LB-43 24" LONG
F.I.P. = FOUND IRON PIN WITH CAP STAMPED LB-42
C.M. = SET 1/2" CONCRETE MONUMENT 24" LONG STAMPED LB-43
D.H. = DRILL HOLES
P.K. = PARKER KYLON NAIL
SEE ATTACHMENTS FOR LEGAL DESCRIPTIONS



CURVE DATA						
CURVE	DELTA	RADIUS	LENGTH	TANGENT	CHORD BEARING	CHORD DIST.
C1	211°30"	200.00	74.07	37.46	S89°51'03" W	73.64
C2	181°11'6"	425.00	134.91	68.03	S84°42'29" E	134.34
C3	0°13'03"	1510.00	6.61	3.31	S75°43'21" E	6.61

CURVE DATA

IMPROVEMENTS SHOWN HEREON ARE
PROPOSED UNLESS OTHERWISE NOTED

Wilson Miller  **Stantec**
3200 Bayly Ln., Suite 202, Naples, Florida 34105
Phone 239-649-4040 • Fax 239-643-5766 • Web Site: www.stantec.com
A subsidiary of Architectural Resources, Inc. • Equal Opportunity Employer

APPROVED:

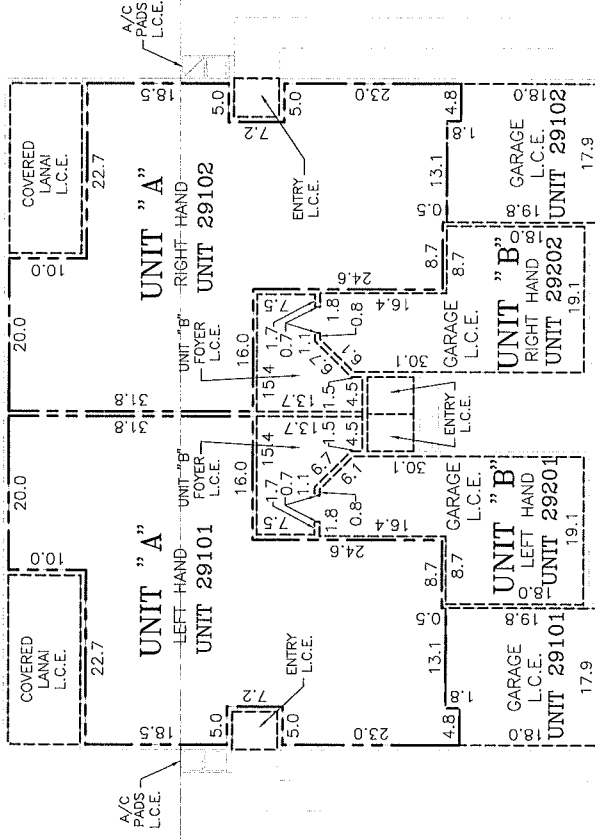
[illegible]

Sched. No.	Date	Time	Location	Activity	Notes
12	12/12/2012	11:12:07	J:\ALONE\TV\2156\active\2156899999\Fredco\CONDO Exhibits\20-12AP-CONDO--SAT=2.doc		

**COACH HOMES I AT TREVISO BAY, A PHASE CONDOMINIUM
GENERAL NOTES**

- 3.12. UNITS. THE CONDOMINIUM WILL CONTAINS A TOTAL OF ONE HUNDRED SIXTEEN (116) UNITS IF ALL PHASES ARE SUBMITTED, WHICH ARE LOCATED AND INDIVIDUALLY DESCRIBED HEREIN. THE BOUNDARIES OF EACH UNIT ARE AS FOLLOWS:
- 3.12.1. UPPER AND LOWER BOUNDARIES. THE UPPER AND LOWER BOUNDARIES OF THE UNIT SHALL BE THE FOLLOWING BOUNDARIES EXTENDED TO AN INTERSECTION WITH THE PERIMETRICAL BOUNDARIES;
- 3.12.1.1. UPPER BOUNDARIES. THE HORIZONTAL PLANE OF THE LOWEST SURFACE OF THE UNFINISHED CEILING SLAB.
- 3.12.1.2. LOWER BOUNDARIES. THE HORIZONTAL PLANE OF THE HIGHEST SURFACE OF THE UNFINISHED FLOOR SLAB AND THE INTERIOR STAIRWAY SERVING EACH SECOND FLOOR UNIT.
- 3.12.1.3. INTERIOR WALLS. NO PART OF THE NON-STRUCTURAL INTERIOR PARTITION WALLS WITHIN A UNIT SHALL BE CONSIDERED PART OF THE BOUNDARY OF A UNIT.
- 3.12.2. PERIMETRICAL BOUNDARIES. THE PERIMETRICAL BOUNDARIES OF THE UNIT SHALL BE THE VERTICAL PLANES OF THE BOUNDARY LINES DEFINED AND DEPICTED HEREIN, EXTENDED TO AN INTERSECTION WITH EACH OTHER AND WITH THE UPPER AND LOWER BOUNDARIES. ANY NON-LOADBEARING PORTION OF A PERIMETER WALL INSIDE THE PERIMETRICAL BOUNDARY OF A UNIT SHALL BE DEEMED A PART OF THE UNIT.
- 3.12.3. CERTAIN ITEMS EXCLUSIVELY SERVING A UNIT. IN ADDITION TO THE AREA WITHIN THE PERIMETRICAL AND UPPER AND LOWER BOUNDARIES DESCRIBED ABOVE, EACH UNIT SHALL BE DEEMED TO INCLUDE WITHIN ITS BOUNDARIES THE AIR HANDLING EQUIPMENT (LOCATED ON THE LAND ADJACENT TO THE BUILDING) EXCLUSIVELY SERVING THE UNIT AND ALL FOYERS DOORS, SCREEN DOORS, SCREEN WINDOWS, WINDOWS, GLASS AND ANY OTHER MATERIALS COVERING OPENINGS IN THE EXTERIOR OF THE UNIT, WHICH SERVE THE UNIT EXCLUSIVELY; PROVIDED HOWEVER SCREENING WITHIN THE BOUNDARIES OF A LIMITED COMMON ELEMENT FORMING PART OF A SCREENED PATIO SHALL BE DEEMED A LIMITED COMMON ELEMENT AND SHALL NOT FORM A PART OF A UNIT.
- 3.12.4. COVERED SCREEN LANAIS, DRIVEWAYS AND GARAGES. COVERED SCREENED LANAIS, DRIVEWAYS AND GARAGES, IF ANY SHALL NOT FORM A PART OF A UNIT AS SUCH AREAS ARE LIMITED COMMON ELEMENTS.
- 3.12.5. HEATING/AIR CONDITIONING EQUIPMENT AND WATER HEATER. THE HEATING/AIR CONDITIONING EQUIPMENT AND WATER HEATER SERVING A UNIT SHALL FORM A PART OF THE UNIT WHERE SUCH EQUIPMENT IS LOCATED. THE MAINTENANCE OF ANY SUCH EQUIPMENT SHALL BE THE SOLE RESPONSIBILITY OF THE UNIT BEING SERVED.
- 3.12.6. EXCEPTIONS. ANY PIPING, WIRING, DUCTS OR OTHER UTILITY INSTALLATIONS WHICH ARE LOCATED WITHIN ONE UNIT BUT WHICH SERVICE OTHER UNITS OR THE COMMON ELEMENTS AND THE REINFORCED CONCRETE PORTIONS OF ANY LOAD-BEARING COLUMNS OR WALLS WITHIN A UNIT SHALL BE COMMON ELEMENTS.
- 3.12.7. ENTRANCES. THE ENTRANCE OF EACH UNIT, AS SHOWN HEREIN, SHALL BE A LIMITED COMMON ELEMENT OF THE UNIT WHICH SUCH ENTRANCE EXCLUSIVELY SERVES.
- 3.12.8. GENERAL. IN CASES NOT SPECIFICALLY COVERED ABOVE, AND/OR IN ANY CASE OF CONFLICT OR AMBIGUITY, THE SURVEY OF THE UNITS SHALL CONTROL IN DETERMINING THE BOUNDARIES OF A UNIT, EXCEPT THAT THE PROVISIONS OF SECTIONS 3.12.1 AND 3.12.2 ABOVE SHALL CONTROL UNLESS SPECIFICALLY DEPICTED AND LABELED OTHERWISE ON SUCH SURVEY.
- 3.13. COMMONS ELEMENTS. THE COMMON ELEMENTS INCLUDE:
- 3.13.1. THE PORTIONS OF THE CONDOMINIUM PROPERTY WHICH ARE NOT INCLUDED WITHIN THE UNITS.
- 3.13.2. EASEMENTS THROUGH UNITS FOR CONDUITS, DUCTS, PLUMBING, PIPES, WIRING AND OTHER FACILITIES FOR THE FURNISHING OF UTILITIES AND OTHER SERVICES TO UNITS AND COMMON ELEMENTS.
- 3.13.3. AN EASEMENT OF SUPPORT IN EVERY PORTION OF THE UNIT WHICH CONTRIBUTES TO THE SUPPORT OF THE BUILDING.
- 3.13.4. THE PROPERTY AND INSTALLATIONS REQUIRED FOR THE FURNISHINGS OF UTILITIES AND OTHER SERVICES TO MORE THAN ONE UNIT OR TO THE COMMON ELEMENTS.
- 3.13.5. LIMITED COMMON ELEMENTS: PROVIDED HOWEVER, LIMITED COMMON ELEMENTS ARE NOT ACCESSIBLE BY ALL UNIT OWNERS.
- 3.13.6. FIXTURES OWNED OR HELD FOR THE COMMON USE, BENEFIT AND ENJOYMENT OF ALL UNIT OWNERS IN THE CONDOMINIUM.
- 3.13.7. METER ROOMS, ELECTRICAL ROOMS AND MECHANICAL ROOMS, IF ANY.
- 3.14. LIMITED COMMON ELEMENTS. EACH UNIT SHALL HAVE CERTAIN LIMITED COMMON ELEMENTS APPURTENANT THERETO AS FOLLOWS:
- 3.14.1. COVERED SCREENED LANAIS, INTERIOR STAIRWAYS AND FOYERS. COVERED SCREENED LANAIS, INTERIOR STAIRWAYS AND FOYERS WHICH ARE ACCESSIBLE FROM A UNIT SHALL BE LIMITED COMMON ELEMENTS APPURTENANT TO THE UNIT AND FOR THE EXCLUSIVE USE OF THE UNIT OWNER OWNING SUCH UNIT. THERE IS NO GUARANTEE THAT ANY UNIT SHALL HAVE ANY SPECIFIC VIEW.
- 3.14.2. DRIVEWAYS AND GARAGES. EACH UNIT SHALL BE ENTITLED TO THE EXCLUSIVE USE OF ONE (1) TWO (2) CAR GARAGE THAT IS ASSIGNED TO THAT UNIT HEREIN TOGETHER WITH THE EXCLUSIVE RIGHT OF USE OF ANY DRIVEWAY PAVEMENT LEADING TO ANY GARAGE. SUCH GARAGE MAY NOT BE CONVEYED, ASSIGNED OR ENCUMBERED EXCEPT AS AN APPURTENANCE TO THE UNIT WHICH IT IS ASSIGNED.
- 3.14.3. AIR SPACE AND AREA FOR AIR HANDLING COMPRESSOR EQUIPMENT. THE RIGHT OF EXCLUSIVE USE OF THE AIR SPACE AND AREA OF THE LAND ADJACENT TO EACH UNIT (OR ON THE SLAB ADJACENT TO THE UNIT LOCATED BELOW SUCH UNIT WITH RESPECT TO SECOND FLOOR UNITS) OCCUPIED BY THE AIR HANDLING COMPRESSOR EQUIPMENT CONSTITUTING A PART OF AND SERVING A UNIT SHALL BE A LIMITED COMMON ELEMENT APPURTENANT TO THE UNIT.
- 3.14.4. MAILBOXES. EACH UNIT SHALL BE ASSIGNED ONE (1) MAILBOX (EACH A "MAILBOX"). UPON SUCH ASSIGNMENT, THE MAILBOX SO ASSIGNED SHALL BE DEEMED A LIMITED COMMON ELEMENT OF THE UNIT AND THE UNIT OWNER'S RIGHT TO USE SUCH MAILBOX SHALL BECOME AN APPURTENANCE TO THE UNIT. THE EXCLUSIVE USE OF ANY SUCH MAIL BOX MAY NOT BE CONVEYED OR ASSIGNED TO ANOTHER UNIT OR UNIT OWNER.
- 3.14.5. OTHER. ANY OTHER PORTION OF THE COMMON ELEMENTS WHICH, BY ITS NATURE, CANNOT SERVE ALL UNITS BUT SERVES ONE (1) UNIT OR MORE THAN (1) UNIT, SHALL BE DEEMED A LIMITED COMMON ELEMENT OF THE UNIT(S) SERVED AND SHALL BE MAINTAINED BY SUCH OWNER. IN THE EVENT OF ANY DOUBT OR DISPUTE AS TO WHETHER ANY PORTION OF THE COMMON ELEMENTS CONSTITUTES A LIMITED COMMON ELEMENT OR IN THE EVENT OF ANY QUESTIONS AS TO WHICH UNITS ARE SERVED THEREBY, A DECISION SHALL BE MADE BY A MAJORITY VOTE OF THE BOARD AND SHALL BE BINDING AND CONCLUSIVE WHEN SO MADE.

COACH HOMES I AT TREVISO BAY, A PHASE CONDOMINIUM PHASE 16



FIRST FLOOR

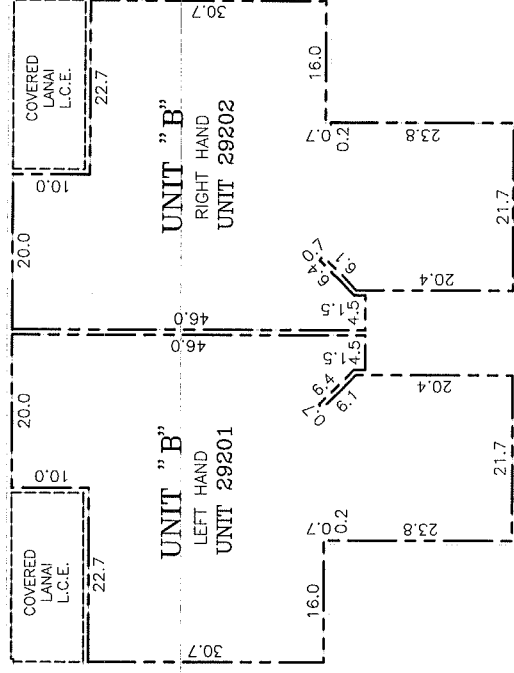
GENERAL NOTES:

1. REFER TO DECLARATION OF CONDOMINIUM FOR DEFINITION AND DESIGNATION OF UNIT BOUNDARY
2. DASHED LINE INDICATES UNIT BOUNDARY
3. EVERYTHING EXTERIOR TO THE UNITS AND LIMITED COMMON ELEMENT (L.C.E.) IS COMMON ELEMENT (C.E.)
4. THERE IS AN AIR CONDITIONING COMPRESSOR LIMITED COMMON ELEMENT (L.C.E.) FOR EACH UNIT LOCATED OUTSIDE OF THE BUILDING. ELEVATIONS ARE BASED ON NATIONAL GEODETIC VERTICAL DATUM, 1929, (NGVD29).
5. THIS EXHIBIT WAS PREPARED FROM ARCHITECTURAL PLANS PREPARED BY: WOOLF & ASSOCIATES, 20020 VETERANS BOULEVARD, PORT CHARLOTTE, FLORIDA

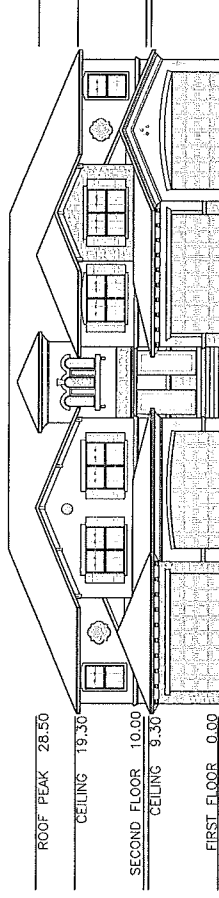
DATE: 01/12/12
 SCALE: 1" = 10'

Wilson Miller Stantec
 5200 Babcock Ln., Suite 200, Naples, Florida 34105
 Phone 239-444-1100 Fax 239-444-1101
 Certificate of Authorization #43 - Florida License #C-000070

APPROVED: *[Signature]*
 JAMES P. WALONEY, P.S.M., L.S., F.A.S.T.S.
 L:\UTLEVA\2156\active\226899999\Treviso\CONDO EXHIBITS\2D-126P-CONDO-1-SHT-3.dwg
 Jan 12, 2012 -- 12:42:32



SECOND FLOOR



FRONT ELEVATION / SCHEMATIC SECTION

IMPROVEMENTS SHOWN HEREON ARE PROPOSED UNLESS OTHERWISE NOTED

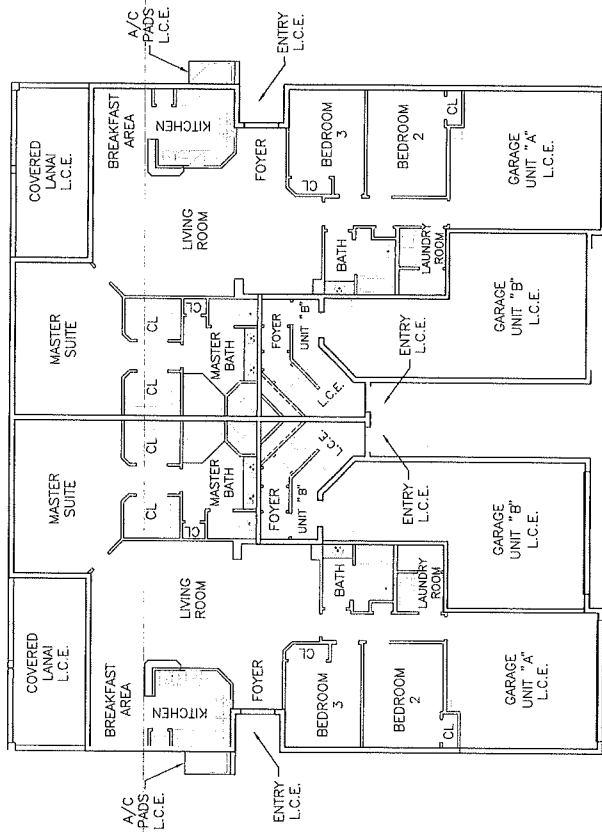
*** NOT A SURVEY ***

DESCRIPTION: FIRST AND SECOND FLOOR UNIT BOUNDARY PLAN AND SCHEMATIC SECTION COACH HOMES I AT TREVISO BAY, A PHASE CONDOMINIUM, PHASE 16 OF: PART OF TRACT PD-1, VERCELLI, PLAT BOOK 48, PAGES 11-14, COLLIER COUNTY, FLORIDA

CLIENT: LENNAR HOMES, LLC

DATE: 01/12/12
 SCALE: 1" = 10'
 SHEET NUMBER: 2 OF 2
 FILE NO.: 2D-126P

COACH HOMES I AT TREVISO BAY, A PHASE CONDOMINIUM PHASE 16



LEFT HAND

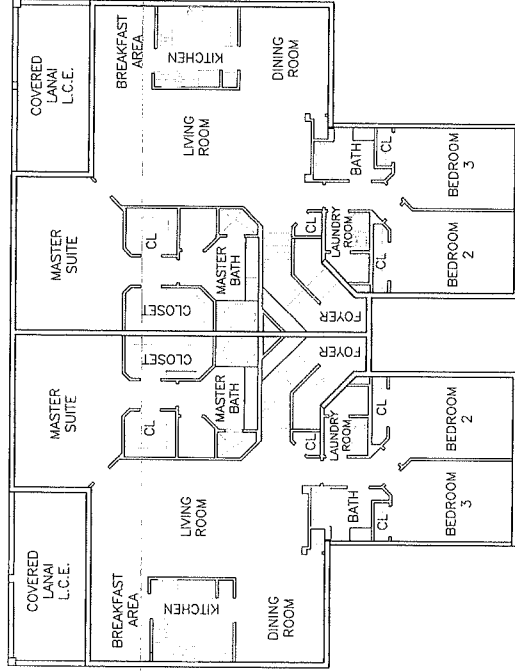
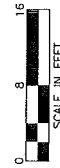
RIGHT HAND

UNIT "A"

FIRST FLOOR

UNIT ROOM SIZE (TYPICAL)

ALL ROOM SIZES ARE APPROXIMATE
 MASTER SUITE 19.8'X 14.4'
 LIVING ROOM 18.7'X 16'
 DINING ROOM 11.6'X 11.4'
 BREAKFAST 10'X 7.5'
 KITCHEN 10'X 10'
 BEDROOM 2 13.1'X 10.4'
 BEDROOM 3 13.1'X 10.1'
 BATH 9.2'X 7.2'
 MASTER BATH 15.2'X 9.8'
 LANA 22'X 9.3'



LEFT HAND

RIGHT HAND

UNIT "B"

SECOND FLOOR

UNIT ROOM SIZE (TYPICAL)

ALL ROOM SIZES ARE APPROXIMATE
 MASTER SUITE 19.7'X 13.9'
 LIVING ROOM 27.5'X 15.2'
 DINING ROOM 11'X 10.2'
 BREAKFAST 10.8'X 10.8'
 KITCHEN 10.8'X 10.8'
 BEDROOM 2 17.2'X 10.9'
 BEDROOM 3 16'X 10.3'
 BATH 8'X 7'
 MASTER BATH 15.8'X 10'
 LANA 22'X 9.3'

GENERAL NOTES:

1. A/C = AIR CONDITIONING
2. CL = CLOSET
3. L.C.E. = LIMITED COMMON ELEMENT
4. C.E. = COMMON ELEMENT
5. THIS EXHIBIT WAS PREPARED FROM ARCHITECTURAL PLANS PREPARED BY: WOOLF & ASSOCIATES 20020 VETERANS BOULEVARD PORT CHARLOTTE, FLORIDA

IMPROVEMENTS SHOWN HEREON ARE PROPOSED UNLESS OTHERWISE NOTED

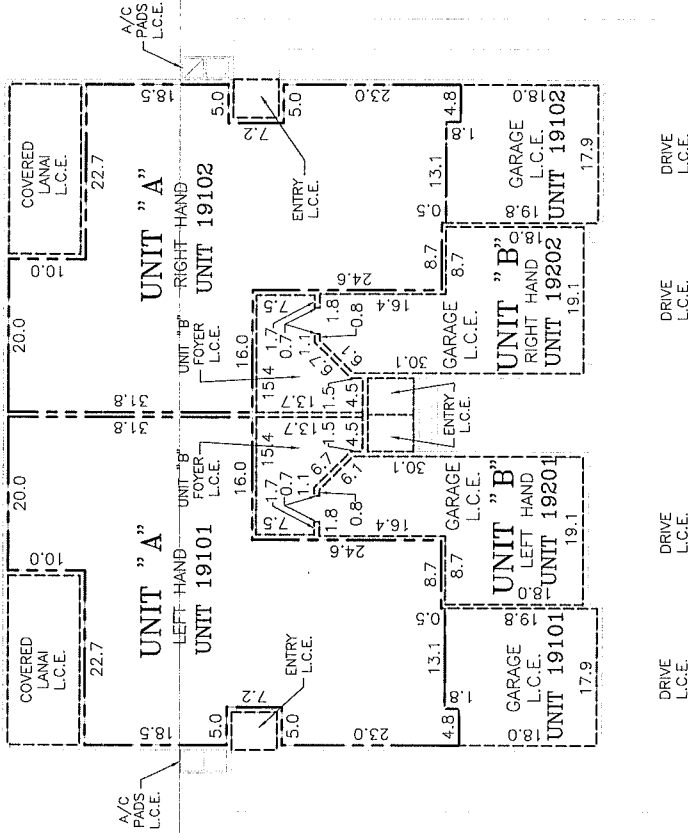
*** NOT A SURVEY ***

ACTIVITY RESEARCH	INITIALS B.P. / M.B.	DATE 01/12	APPROVED [Signature]	DATE 01/12	CLIENT LENNAR HOMES, LLC
DRAWN JPM	453	01	03	12	
CHECKED BY JPM	275	01	03	12	
FIELD BOOK/PAGE	J:\TILE\A\2156\active\215699999\Treviso\CONDO EXHIBITS\2D-126P-CONDO-1-SIT-4.dwg				
PROJECT NO. AND WORK ORDER NO. PROJECT NUMBER 215610773 CROSS REFERENCE FILE NO. 20-126P					

**COACH HOMES I AT TREVISO BAY, A PHASE CONDOMINIUM
GENERAL NOTES**

- 3.12. UNITS. THE CONDOMINIUM WILL CONTAINS A TOTAL OF ONE HUNDRED SIXTEEN (116) UNITS IF ALL PHASES ARE SUBMITTED, WHICH ARE LOCATED AND INDIVIDUALLY DESCRIBED HEREIN. THE BOUNDARIES OF EACH UNIT ARE AS FOLLOWS:
- 3.12.1. UPPER AND LOWER BOUNDARIES. THE UPPER AND LOWER BOUNDARIES OF THE UNIT SHALL BE THE FOLLOWING BOUNDARIES EXTENDED TO AN INTERSECTION WITH THE PERIMETRICAL BOUNDARIES;
- 3.12.1.1. UPPER BOUNDARIES. THE HORIZONTAL PLANE OF THE LOWEST SURFACE OF THE UNFINISHED CEILING SLAB.
- 3.12.1.2. LOWER BOUNDARIES. THE HORIZONTAL PLANE OF THE HIGHEST SURFACE OF THE UNFINISHED FLOOR SLAB AND THE INTERIOR STAIRWAY SERVING EACH SECOND FLOOR UNIT.
- 3.12.1.3. INTERIOR WALLS. NO PART OF THE NON-STRUCTURAL INTERIOR PARTITION WALLS WITHIN A UNIT SHALL BE CONSIDERED PART OF THE BOUNDARY OF A UNIT.
- 3.12.2. PERIMETRICAL BOUNDARIES. THE PERIMETRICAL BOUNDARIES OF THE UNIT SHALL BE THE VERTICAL PLANES OF THE BOUNDARY LINES DEFINED AND DEPICTED HEREIN, EXTENDED TO AN INTERSECTION WITH EACH OTHER AND WITH THE UPPER AND LOWER BOUNDARIES. ANY NON-LOADBEARING PORTION OF A PERIMETER WALL INSIDE THE PERIMETRICAL BOUNDARY OF A UNIT SHALL BE DEEMED A PART OF THE UNIT.
- 3.12.3. CERTAIN ITEMS EXCLUSIVELY SERVING A UNIT. IN ADDITION TO THE AREA WITHIN THE PERIMETRICAL AND UPPER AND LOWER BOUNDARIES DESCRIBED ABOVE, EACH UNIT SHALL BE DEEMED TO INCLUDE WITHIN ITS BOUNDARIES THE AIR HANDLING EQUIPMENT (LOCATED ON THE LAND ADJACENT TO THE BUILDING) EXCLUSIVELY SERVING THE UNIT AND ALL FOYERS DOORS, SCREEN DOORS, SCREEN WINDOWS, WINDOWS, GLASS AND ANY OTHER MATERIALS COVERING OPENINGS IN THE EXTERIOR OF THE UNIT, WHICH SERVE THE UNIT EXCLUSIVELY; PROVIDED HOWEVER SCREENING WITHIN THE BOUNDARIES OF A LIMITED COMMON ELEMENT FORMING PART OF A SCREENED PATIO SHALL BE DEEMED A LIMITED COMMON ELEMENT AND SHALL NOT FORM A PART OF A UNIT.
- 3.12.4. COVERED SCREEN LANAIS, DRIVEWAYS AND GARAGES. COVERED SCREENED LANAIS, DRIVEWAYS AND GARAGES, IF ANY SHALL NOT FORM A PART OF A UNIT AS SUCH AREAS ARE LIMITED COMMON ELEMENTS.
- 3.12.5. HEATING/AIR CONDITIONING EQUIPMENT AND WATER HEATER. THE HEATING/AIR CONDITIONING EQUIPMENT AND WATER HEATER SERVING A UNIT SHALL FORM A PART OF THE UNIT WHERE SUCH EQUIPMENT IS LOCATED. THE MAINTENANCE OF ANY SUCH EQUIPMENT SHALL BE THE SOLE RESPONSIBILITY OF THE UNIT BEING SERVED.
- 3.12.6. EXCEPTIONS. ANY PIPING, WIRING, DUCTS OR OTHER UTILITY INSTALLATIONS WHICH ARE LOCATED WITHIN ONE UNIT BUT WHICH SERVICE OTHER UNITS OR THE COMMON ELEMENTS AND THE REINFORCED CONCRETE PORTIONS OF ANY LOAD-BEARING COLUMNS OR WALLS WITHIN A UNIT SHALL BE COMMON ELEMENTS.
- 3.12.7. ENTRANCES. THE ENTRANCE OF EACH UNIT, AS SHOWN HEREIN, SHALL BE A LIMITED COMMON ELEMENT OF THE UNIT WHICH SUCH ENTRANCE EXCLUSIVELY SERVES.
- 3.12.8. GENERAL. IN CASES NOT SPECIFICALLY COVERED ABOVE, AND/OR IN ANY CASE OF CONFLICT OR AMBIGUITY, THE SURVEY OF THE UNITS SHALL CONTROL IN DETERMINING THE BOUNDARIES OF A UNIT, EXCEPT THAT THE PROVISIONS OF SECTIONS 3.12.1 AND 3.12.2 ABOVE SHALL CONTROL UNLESS SPECIFICALLY DEPICTED AND LABELED OTHERWISE ON SUCH SURVEY.
- 3.13. COMMONS ELEMENTS. THE COMMON ELEMENTS INCLUDE:
- 3.13.1. THE PORTIONS OF THE CONDOMINIUM PROPERTY WHICH ARE NOT INCLUDED WITHIN THE UNITS.
- 3.13.2. EASEMENTS THROUGH UNITS FOR CONDUITS, DUCTS, PLUMBING, PIPES, WIRING AND OTHER FACILITIES FOR THE FURNISHING OF UTILITIES AND OTHER SERVICES TO UNITS AND COMMON ELEMENTS.
- 3.13.3. AN EASEMENT OF SUPPORT IN EVERY PORTION OF THE UNIT WHICH CONTRIBUTES TO THE SUPPORT OF THE BUILDING.
- 3.13.4. THE PROPERTY AND INSTALLATIONS REQUIRED FOR THE FURNISHINGS OF UTILITIES AND OTHER SERVICES TO MORE THAN ONE UNIT OR TO THE COMMON ELEMENTS.
- 3.13.5. LIMITED COMMON ELEMENTS: PROVIDED HOWEVER, LIMITED COMMON ELEMENTS ARE NOT ACCESSIBLE BY ALL UNIT OWNERS.
- 3.13.6. FIXTURES OWNED OR HELD FOR THE COMMON USE, BENEFIT AND ENJOYMENT OF ALL UNIT OWNERS IN THE CONDOMINIUM.
- 3.13.7. METER ROOMS, ELECTRICAL ROOMS AND MECHANICAL ROOMS, IF ANY.
- 3.14. LIMITED COMMON ELEMENTS. EACH UNIT SHALL HAVE CERTAIN LIMITED COMMON ELEMENTS APPURTENANT THERETO AS FOLLOWS:
- 3.14.1. COVERED SCREENED LANAIS, INTERIOR STAIRWAYS AND FOYERS. COVERED SCREENED LANAIS, INTERIOR STAIRWAYS AND FOYERS WHICH ARE ACCESSIBLE FROM A UNIT SHALL BE LIMITED COMMON ELEMENTS APPURTENANT TO THE UNIT AND FOR THE EXCLUSIVE USE OF THE UNIT OWNER OWNING SUCH UNIT. THERE IS NO GUARANTEE THAT ANY UNIT SHALL HAVE ANY SPECIFIC VIEW.
- 3.14.2. DRIVEWAYS AND GARAGES. EACH UNIT SHALL BE ENTITLED TO THE EXCLUSIVE USE OF ONE (1) TWO (2) CAR GARAGE THAT IS ASSIGNED TO THAT UNIT HEREIN TOGETHER WITH THE EXCLUSIVE RIGHT OF USE OF ANY DRIVEWAY PAVEMENT LEADING TO ANY GARAGE. SUCH GARAGE MAY NOT BE CONVEYED, ASSIGNED OR ENCUMBERED EXCEPT AS AN APPURTENANCE TO THE UNIT WHICH IT IS ASSIGNED.
- 3.14.3. AIR SPACE AND AREA FOR AIR HANDLING COMPRESSOR EQUIPMENT. THE RIGHT OF EXCLUSIVE USE OF THE AIR SPACE AND AREA OF THE LAND ADJACENT TO EACH UNIT (OR ON THE SLAB ADJACENT TO THE UNIT LOCATED BELOW SUCH UNIT WITH RESPECT TO SECOND FLOOR UNITS) OCCUPIED BY THE AIR HANDLING COMPRESSOR EQUIPMENT CONSTITUTING A PART OF AND SERVING A UNIT SHALL BE A LIMITED COMMON ELEMENT APPURTENANT TO THE UNIT.
- 3.14.4. MAILBOXES. EACH UNIT SHALL BE ASSIGNED ONE (1) MAILBOX (EACH A "MAILBOX"). UPON SUCH ASSIGNMENT, THE MAILBOX SO ASSIGNED SHALL BE DEEMED A LIMITED COMMON ELEMENT OF THE UNIT AND THE UNIT OWNER'S RIGHT TO USE SUCH MAILBOX SHALL BECOME AN APPURTENANCE TO THE UNIT. THE EXCLUSIVE USE OF ANY SUCH MAIL BOX MAY NOT BE CONVEYED OR ASSIGNED TO ANOTHER UNIT OR UNIT OWNER.
- 3.14.5. OTHER. ANY OTHER PORTION OF THE COMMON ELEMENTS WHICH, BY ITS NATURE, CANNOT SERVE ALL UNITS BUT SERVES ONE (1) UNIT OR MORE THAN (1) UNIT, SHALL BE DEEMED A LIMITED COMMON ELEMENT OF THE UNIT(S) SERVED AND SHALL BE MAINTAINED BY SUCH OWNER. IN THE EVENT OF ANY DOUBT OR DISPUTE AS TO WHETHER ANY PORTION OF THE COMMON ELEMENTS CONSTITUTES A LIMITED COMMON ELEMENT OR IN THE EVENT OF ANY QUESTIONS AS TO WHICH UNITS ARE SERVED THEREBY, A DECISION SHALL BE MADE BY A MAJORITY VOTE OF THE BOARD AND SHALL BE BINDING AND CONCLUSIVE WHEN SO MADE.

COACH HOMES I AT TREVISO BAY, A PHASE CONDOMINIUM PHASE 17



FIRST FLOOR

GENERAL NOTES:

1. REFER TO DECLARATION OF CONDOMINIUM FOR DEFINITION AND DESIGNATION OF UNIT BOUNDARY
2. DASHED LINE INDICATES UNIT BOUNDARY
3. DOTTED LINE INDICATES LIMITED COMMON ELEMENT (L.C.E.)
4. EVERYTHING EXTERIOR TO THE UNITS AND LIMITED COMMON ELEMENT (L.C.E.) IS COMMON ELEMENT (C.E.)
5. THERE IS AN AIR CONDITIONING COMPRESSOR LIMITED COMMON ELEMENT (L.C.E.) FOR EACH UNIT LOCATED OUTSIDE OF THE BUILDING.
6. ELEVATIONS ARE BASED ON NATIONAL GEODETIC VERTICAL DATUM, 1929, (NGVD29).
7. THIS EXHIBIT WAS PREPARED FROM ARCHITECTURAL PLANS PREPARED BY: WOOLF & ASSOCIATES 20020 VETERANS BOULEVARD PORT CHARLOTTE, FLORIDA

ACTIVITY INITIALS EMP # DATE APPROVED:

RESEARCH	INITIALS	EMP #	DATE	APPROVED
FIELD WORK/CREW CHIEF	INITIALS	EMP #	DATE	APPROVED
DRAFTED	INITIALS	EMP #	DATE	APPROVED
CHECKED BY	INITIALS	EMP #	DATE	APPROVED
FIELD BOOK/PAGE	INITIALS	EMP #	DATE	APPROVED

Jan 12, 2012 - 12:43:39

LTUTLEVA\2156\active\21569999\Treviso\CONDO EXHIBITS\2D-1260-CONDO-I-SHT-3.dwg

WilsonMiller Stantec
3200 Bailey Ln, Suite 200, Naples, Florida 34105
Phone 239-649-4040 • Fax 239-642-5716 • Web Site www.stantec.com
Certificate of Authorization #43 • Florida License #C-000070

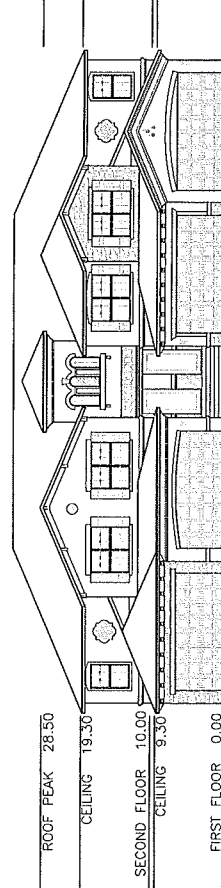
Stantec
3200 Bailey Ln, Suite 200, Naples, Florida 34105
Phone 239-649-4040 • Fax 239-642-5716 • Web Site www.stantec.com
Certificate of Authorization #43 • Florida License #C-000070

DESCRIPTION: FIRST AND SECOND FLOOR
UNIT BOUNDARY PLAN AND SCHEMATIC SECTION
COACH HOMES I AT TREVISO BAY
A PHASE CONDOMINIUM, PHASE 17
OF PART OF TRACT FD-1, VERCELLI,
PLAT BOOK 48, PAGES 11-14, COLLIER COUNTY, FLORIDA

DATE: 01/12
SCALE: 1"=10'
CROSS REFERENCE FILE NO.: 215610779
FILE NO.: 2D-1260

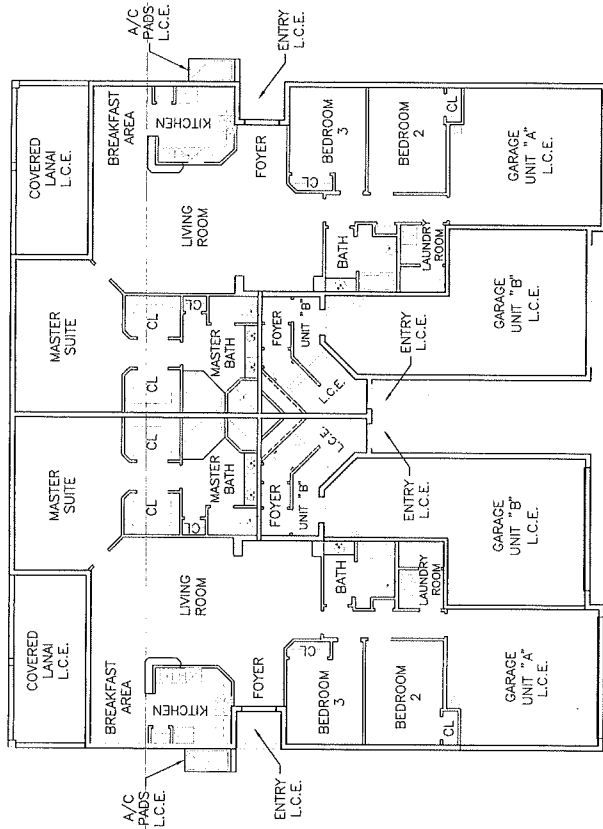
CLIENT: LENNAR HOMES, LLC

*** NOT A SURVEY ***
IMPROVEMENTS SHOWN HEREON ARE PROPOSED UNLESS OTHERWISE NOTED



FRONT ELEVATION / SCHEMATIC SECTION

COACH HOMES I AT TREVISO BAY, A PHASE CONDOMINIUM PHASE 17



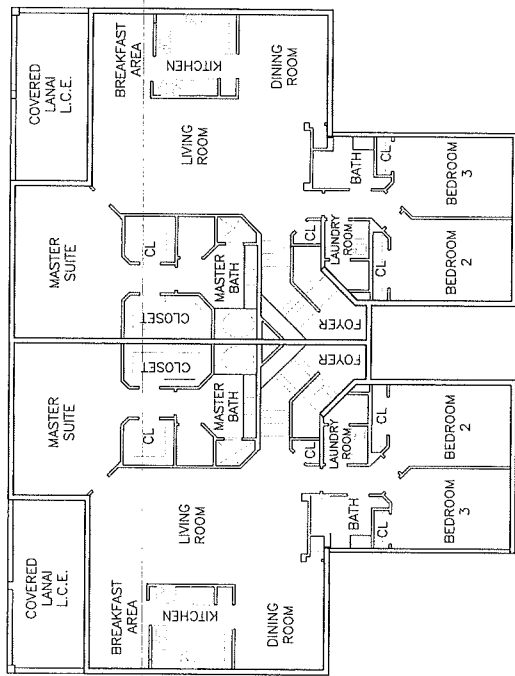
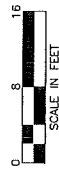
LEFT HAND RIGHT HAND

UNIT "A"

FIRST FLOOR

UNIT "A" UNIT ROOM SIZE (TYPICAL)

ALL ROOM SIZES ARE APPROXIMATE
MASTER SUITE 19.8'X 14.4'
LIVING ROOM 18.7'X 16'
DINING ROOM 11.6'X 11.4'
BREAKFAST 10'X 7.5'
KITCHEN 10'X 10'
BEDROOM 2 13.1'X 10.4'
BEDROOM 3 13.1'X 10.1'
BATH 9.2'X 7.2'
MASTER BATH 15.2'X 9.8'
LANAI 22'X 9.3'



LEFT HAND RIGHT HAND

UNIT "B"

SECOND FLOOR

UNIT "B" UNIT ROOM SIZE (TYPICAL)

ALL ROOM SIZES ARE APPROXIMATE
MASTER SUITE 19.7'X 13.9'
LIVING ROOM 27.5'X 15.2'
DINING ROOM 11'X 10.2'
BREAKFAST 11'X 8'
KITCHEN 10.8'X 10.8'
BEDROOM 2 17.2'X 10.9'
BEDROOM 3 16'X 10.3'
BATH 8'X 7'
MASTER BATH 15.8'X 10'
LANAI 22'X 9.3'

GENERAL NOTES:

1. A/C = AIR CONDITIONING
2. CL = CLOSET
3. L.C.E. = LIMITED COMMON ELEMENT
4. C.E. = COMMON ELEMENT
5. THIS EXHIBIT WAS PREPARED FROM ARCHITECTURAL PLANS PREPARED BY: WOOLF & ASSOCIATES 20020 VETERANS BOULEVARD PORT CHARLOTTE, FLORIDA

IMPROVEMENTS SHOWN HEREON ARE PROPOSED UNLESS OTHERWISE NOTED

*** NOT A SURVEY ***

ACTIVITY RESEARCH FIELD WORK/CREW CHIEF DRAFTED BY: JPM FIELD BOOK/PAGE	INITIALS DATE 01/12 11:27/34	APPROVED: DATE 01/12 11:27/34	DESCRIPTION: FLOOR PLANS COACH HOMES I AT TREVISO BAY, A PHASE CONDOMINIUM, PHASE 17 OF PART OF TRACT FD-1, VERSELLI PLAT BOOK 48, PAGES 11-14, COLLIER COUNTY, FLORIDA	CLIENT: LENNAR HOMES, LLC	PROJECT NO.: 215610773 SHEET NUMBER: 21 OF 21 FILE NO.: 2D-1260
--	---------------------------------------	--	--	------------------------------	--

Wilson Miller Stantec
3200 Bailey Ln., Suite 200, Naples, Florida 34105
Phone 239-649-4040 • Fax 239-649-5785 • Web Site www.wilsonmiller.com
Certificate of Authorization #43 - Florida License #C-000070

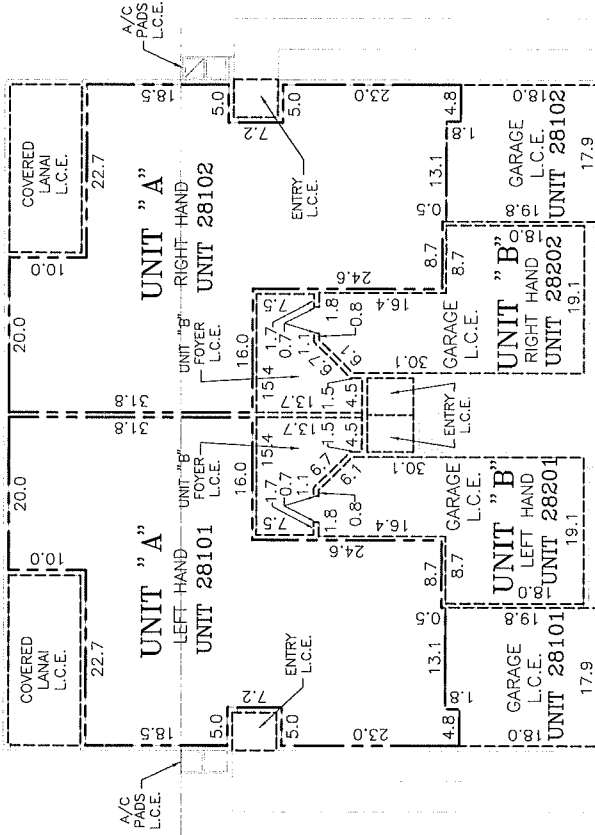
John F. Maloney, P.E.
John F. Maloney, P.E. 1/12/12

Jan 12, 2012 ~ 11:27/34 LUTTELVA\215610773\Treviso\CONDO EXHIBITS\2D-1260-CONDO-1-SHT-4.dwg

**COACH HOMES I AT TREVISO BAY, A PHASE CONDOMINIUM
GENERAL NOTES**

- 3.12. UNITS. THE CONDOMINIUM WILL CONTAINS A TOTAL OF ONE HUNDRED SIXTEEN (116) UNITS IF ALL PHASES ARE SUBMITTED, WHICH ARE LOCATED AND INDIVIDUALLY DESCRIBED HEREIN. THE BOUNDARIES OF EACH UNIT ARE AS FOLLOWS:
- 3.12.1. UPPER AND LOWER BOUNDARIES. THE UPPER AND LOWER BOUNDARIES OF THE UNIT SHALL BE THE FOLLOWING BOUNDARIES EXTENDED TO AN INTERSECTION WITH THE PERIMETRICAL BOUNDARIES;
- 3.12.1.1. UPPER BOUNDARIES. THE HORIZONTAL PLANE OF THE LOWEST SURFACE OF THE UNFINISHED CEILING SLAB.
- 3.12.1.2. LOWER BOUNDARIES. THE HORIZONTAL PLANE OF THE HIGHEST SURFACE OF THE UNFINISHED FLOOR SLAB AND THE INTERIOR STAIRWAY SERVING EACH SECOND FLOOR UNIT.
- 3.12.1.3. INTERIOR WALLS. NO PART OF THE NON-STRUCTURAL INTERIOR PARTITION WALLS WITHIN A UNIT SHALL BE CONSIDERED PART OF THE BOUNDARY OF A UNIT.
- 3.12.2. PERIMETRICAL BOUNDARIES. THE PERIMETRICAL BOUNDARIES OF THE UNIT SHALL BE THE VERTICAL PLANES OF THE BOUNDARY LINES DEFINED AND DEPICTED HEREIN, EXTENDED TO AN INTERSECTION WITH EACH OTHER AND WITH THE UPPER AND LOWER BOUNDARIES. ANY NON-LOADBEARING PORTION OF A PERIMETER WALL INSIDE THE PERIMETRICAL BOUNDARY OF A UNIT SHALL BE DEEMED A PART OF THE UNIT.
- 3.12.3. CERTAIN ITEMS EXCLUSIVELY SERVING A UNIT. IN ADDITION TO THE AREA WITHIN THE PERIMETRICAL AND UPPER AND LOWER BOUNDARIES DESCRIBED ABOVE, EACH UNIT SHALL BE DEEMED TO INCLUDE WITHIN ITS BOUNDARIES THE AIR HANDLING EQUIPMENT (LOCATED ON THE LAND ADJACENT TO THE BUILDING) EXCLUSIVELY SERVING THE UNIT AND ALL FOYERS DOORS, SCREEN DOORS, SCREEN WINDOWS, WINDOWS, GLASS AND ANY OTHER MATERIALS COVERING OPENINGS IN THE EXTERIOR OF THE UNIT, WHICH SERVE THE UNIT EXCLUSIVELY; PROVIDED HOWEVER SCREENING WITHIN THE BOUNDARIES OF A LIMITED COMMON ELEMENT FORMING PART OF A SCREENED PATIO SHALL BE DEEMED A LIMITED COMMON ELEMENT AND SHALL NOT FORM A PART OF A UNIT.
- 3.12.4. COVERED SCREEN LANAIS, DRIVEWAYS AND GARAGES. COVERED SCREENED LANAIS, DRIVEWAYS AND GARAGES, IF ANY SHALL NOT FORM A PART OF A UNIT AS SUCH AREAS ARE LIMITED COMMON ELEMENTS.
- 3.12.5. HEATING/AIR CONDITIONING EQUIPMENT AND WATER HEATER. THE HEATING/AIR CONDITIONING EQUIPMENT AND WATER HEATER SERVING A UNIT SHALL FORM A PART OF THE UNIT WHERE SUCH EQUIPMENT IS LOCATED. THE MAINTENANCE OF ANY SUCH EQUIPMENT SHALL BE THE SOLE RESPONSIBILITY OF THE UNIT BEING SERVED.
- 3.12.6. EXCEPTIONS. ANY PIPING, WIRING, DUCTS OR OTHER UTILITY INSTALLATIONS WHICH ARE LOCATED WITHIN ONE UNIT BUT WHICH SERVICE OTHER UNITS OR THE COMMON ELEMENTS AND THE REINFORCED CONCRETE PORTIONS OF ANY LOAD-BEARING COLUMNS OR WALLS WITHIN A UNIT SHALL BE COMMON ELEMENTS.
- 3.12.7. ENTRANCES. THE ENTRANCE OF EACH UNIT, AS SHOWN HEREIN, SHALL BE A LIMITED COMMON ELEMENT OF THE UNIT WHICH SUCH ENTRANCE EXCLUSIVELY SERVES.
- 3.12.8. GENERAL. IN CASES NOT SPECIFICALLY COVERED ABOVE, AND/OR IN ANY CASE OF CONFLICT OR AMBIGUITY, THE SURVEY OF THE UNITS SHALL CONTROL IN DETERMINING THE BOUNDARIES OF A UNIT, EXCEPT THAT THE PROVISIONS OF SECTIONS 3.12.1 AND 3.12.2 ABOVE SHALL CONTROL UNLESS SPECIFICALLY DEPICTED AND LABELED OTHERWISE ON SUCH SURVEY.
- 3.13. COMMONS ELEMENTS. THE COMMON ELEMENTS INCLUDE:
- 3.13.1. THE PORTIONS OF THE CONDOMINIUM PROPERTY WHICH ARE NOT INCLUDED WITHIN THE UNITS.
- 3.13.2. EASEMENTS THROUGH UNITS FOR CONDUITS, DUCTS, PLUMBING, PIPES, WIRING AND OTHER FACILITIES FOR THE FURNISHING OF UTILITIES AND OTHER SERVICES TO UNITS AND COMMON ELEMENTS.
- 3.13.3. AN EASEMENT OF SUPPORT IN EVERY PORTION OF THE UNIT WHICH CONTRIBUTES TO THE SUPPORT OF THE BUILDING.
- 3.13.4. THE PROPERTY AND INSTALLATIONS REQUIRED FOR THE FURNISHINGS OF UTILITIES AND OTHER SERVICES TO MORE THAN ONE UNIT OR TO THE COMMON ELEMENTS.
- 3.13.5. LIMITED COMMON ELEMENTS: PROVIDED HOWEVER, LIMITED COMMON ELEMENTS ARE NOT ACCESSIBLE BY ALL UNIT OWNERS.
- 3.13.6. FIXTURES OWNED OR HELD FOR THE COMMON USE, BENEFIT AND ENJOYMENT OF ALL UNIT OWNERS IN THE CONDOMINIUM.
- 3.13.7. METER ROOMS, ELECTRICAL ROOMS AND MECHANICAL ROOMS, IF ANY.
- 3.14. LIMITED COMMON ELEMENTS. EACH UNIT SHALL HAVE CERTAIN LIMITED COMMON ELEMENTS APPURTENANT THERETO AS FOLLOWS:
- 3.14.1. COVERED SCREENED LANAIS, INTERIOR STAIRWAYS AND FOYERS. COVERED SCREENED LANAIS, INTERIOR STAIRWAYS AND FOYERS WHICH ARE ACCESSIBLE FROM A UNIT SHALL BE LIMITED COMMON ELEMENTS APPURTENANT TO THE UNIT AND FOR THE EXCLUSIVE USE OF THE UNIT OWNER OWNING SUCH UNIT. THERE IS NO GUARANTEE THAT ANY UNIT SHALL HAVE ANY SPECIFIC VIEW.
- 3.14.2. DRIVEWAYS AND GARAGES. EACH UNIT SHALL BE ENTITLED TO THE EXCLUSIVE USE OF ONE (1) TWO (2) CAR GARAGE THAT IS ASSIGNED TO THAT UNIT HEREIN TOGETHER WITH THE EXCLUSIVE RIGHT OF USE OF ANY DRIVEWAY PAVEMENT LEADING TO ANY GARAGE. SUCH GARAGE MAY NOT BE CONVEYED, ASSIGNED OR ENCUMBERED EXCEPT AS AN APPURTENANCE TO THE UNIT WHICH IT IS ASSIGNED.
- 3.14.3. AIR SPACE AND AREA FOR AIR HANDLING COMPRESSOR EQUIPMENT. THE RIGHT OF EXCLUSIVE USE OF THE AIR SPACE AND AREA OF THE LAND ADJACENT TO EACH UNIT (OR ON THE SLAB ADJACENT TO THE UNIT LOCATED BELOW SUCH UNIT WITH RESPECT TO SECOND FLOOR UNITS) OCCUPIED BY THE AIR HANDLING COMPRESSOR EQUIPMENT CONSTITUTING A PART OF AND SERVING A UNIT SHALL BE A LIMITED COMMON ELEMENT APPURTENANT TO THE UNIT.
- 3.14.4. MAILBOXES. EACH UNIT SHALL BE ASSIGNED ONE (1) MAILBOX (EACH A "MAILBOX"). UPON SUCH ASSIGNMENT, THE MAILBOX SO ASSIGNED SHALL BE DEEMED A LIMITED COMMON ELEMENT OF THE UNIT AND THE UNIT OWNER'S RIGHT TO USE SUCH MAILBOX SHALL BECOME AN APPURTENANCE TO THE UNIT. THE EXCLUSIVE USE OF ANY SUCH MAIL BOX MAY NOT BE CONVEYED OR ASSIGNED TO ANOTHER UNIT OR UNIT OWNER.
- 3.14.5. OTHER. ANY OTHER PORTION OF THE COMMON ELEMENTS WHICH, BY ITS NATURE, CANNOT SERVE ALL UNITS BUT SERVES ONE (1) UNIT OR MORE THAN (1) UNIT, SHALL BE DEEMED A LIMITED COMMON ELEMENT OF THE UNIT(S) SERVED AND SHALL BE MAINTAINED BY SUCH OWNER. IN THE EVENT OF ANY DOUBT OR DISPUTE AS TO WHETHER ANY PORTION OF THE COMMON ELEMENTS CONSTITUTES A LIMITED COMMON ELEMENT OR IN THE EVENT OF ANY QUESTIONS AS TO WHICH UNITS ARE SERVED THEREBY, A DECISION SHALL BE MADE BY A MAJORITY VOTE OF THE BOARD AND SHALL BE BINDING AND CONCLUSIVE WHEN SO MADE.

COACH HOMES I AT TREVISO BAY, A PHASE CONDOMINIUM PHASE 18



DRIVE L.C.E. DRIVE L.C.E. DRIVE L.C.E. DRIVE L.C.E.

FIRST FLOOR

GENERAL NOTES:

1. REFER TO DECLARATION OF CONDOMINIUM FOR DEFINITION AND DESIGNATION OF UNIT BOUNDARY
2. DASHED LINE INDICATES UNIT BOUNDARY
3. DOTTED LINE INDICATES LIMITED COMMON ELEMENT (L.C.E.) ELEMENT (L.C.E.) IS COMMON ELEMENT (C.E.)
4. EVERYTHING EXTERIOR TO THE UNITS AND LIMITED COMMON ELEMENT (L.C.E.) IS COMMON ELEMENT (C.E.)
5. THERE IS AN AIR CONDITIONING COMPRESSOR LIMITED COMMON ELEMENT (L.C.E.) FOR EACH UNIT LOCATED OUTSIDE OF THE BUILDING.
6. ELEVATIONS ARE BASED ON NATIONAL GEODETIC VERTICAL DATUM, 1929, (NGVD29).
7. THIS EXHIBIT WAS PREPARED FROM ARCHITECTURAL PLANS PREPARED BY: WOOLF & ASSOCIATES 20020 VETERANS BOULEVARD PORT CHARLOTTE, FLORIDA

ACTIVITY	INITIALS	DATE	BY	APPROVED
RESEARCH				
FIELD WORK/CREW CHIEF				
DRAFTED	LMT	4/53	01	03
CHECKED BY	JPM	1/275	01	03
FIELD BOOK/PAGE				

Jan 12, 2012 - 12:44:58

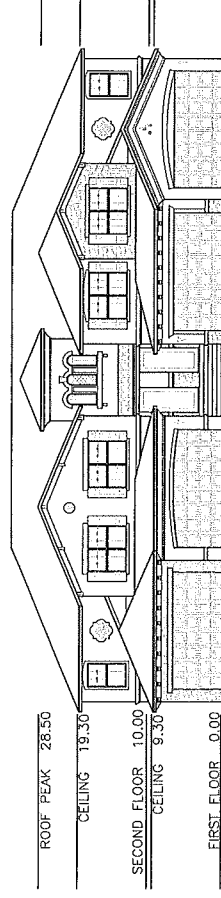
LUTLEW\2156\active\75699999\Treviso\CONDO-1-SHT-3.dwg

WilsonMiller Stantec
3200 Bailey Ln, Suite 200, Naples, Florida 34105
Phone 239-449-4040 • Fax 239-449-2790 • Web Site www.wilsonmiller.com
Certificate of Authorization #43 - Florida License #CC-000070

DESCRIPTION: FIRST AND SECOND FLOOR
UNIT BOUNDARY PLAN AND SCHEMATIC SECTION
COACH HOMES I AT TREVISO BAY,
A PHASE CONDOMINIUM, PHASE 18
OF PART OF TRACT FD-1, VERCELLI,
PLAT BOOK 48, PAGES 11-14, COLLIER COUNTY, FLORIDA

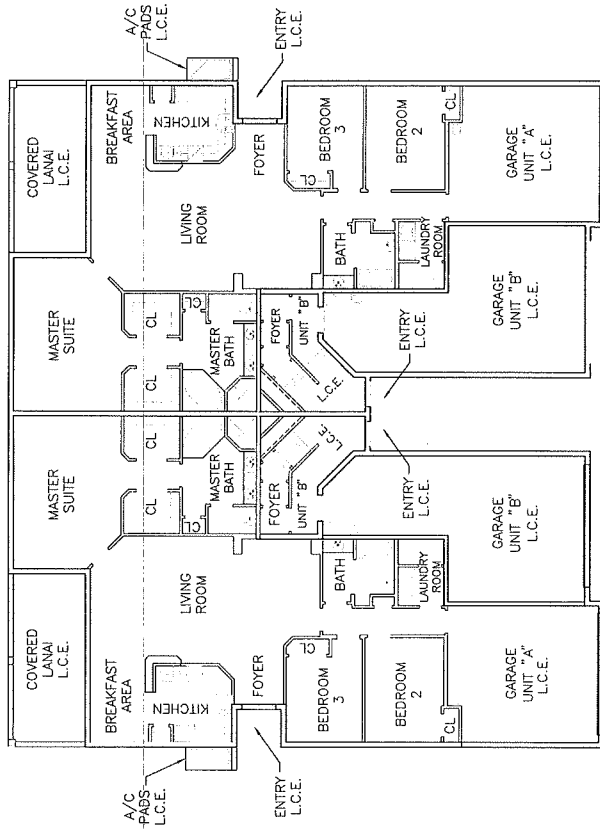
CLIENT: LENNAR HOMES, LLC
DATE: 01/12
SCALE: 1"=10'
SHEET NUMBER: 3 OF 3
PROJECT NO. AND WORK ORDER NO.: 215610779
OVERS REFERENCE FILE NO.: 2D-126R

*** NOT A SURVEY ***
IMPROVEMENTS SHOWN HEREON ARE
PROPOSED UNLESS OTHERWISE NOTED



FRONT ELEVATION / SCHEMATIC SECTION

COACH HOMES I AT TREVISO BAY, A PHASE CONDOMINIUM PHASE 18



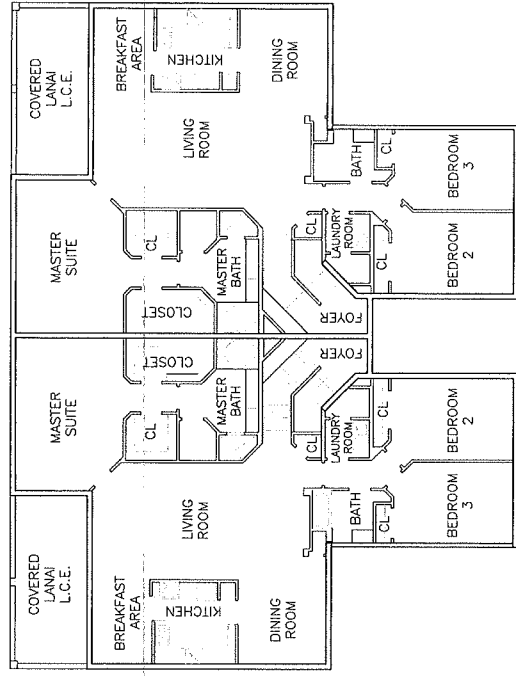
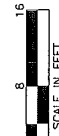
LEFT HAND RIGHT HAND

UNIT "A"

FIRST FLOOR

UNIT ROOM SIZE (TYPICAL)

ALL ROOM SIZES ARE APPROXIMATE
MASTER SUITE 19.8'X 14.4'
LIVING ROOM 18.7'X 16'
DINING ROOM 11.6'X 11.4'
BREAKFAST 10'X 7.5'
KITCHEN 10'X 10'
BEDROOM 2 13.1'X 10.4'
BEDROOM 3 13.1'X 10.1'
BATH 9.2'X 7.2'
MASTER BATH 15.2'X 9.8'
LANAI 22'X 9.3'



LEFT HAND RIGHT HAND

UNIT "B"

SECOND FLOOR

UNIT ROOM SIZE (TYPICAL)

ALL ROOM SIZES ARE APPROXIMATE
MASTER SUITE 19.7'X 13.9'
LIVING ROOM 27.5'X 15.2'
DINING ROOM 11'X 10.2'
BREAKFAST 11'X 8'
KITCHEN 10.8'X 10.8'
BEDROOM 2 17.2'X 10.9'
BEDROOM 3 16'X 10.3'
BATH 8'X 7'
MASTER BATH 15.8'X 10'
LANAI 22'X 9.3'

GENERAL NOTES:

1. A/C = AIR CONDITIONING
2. CL = CLOSET
3. L.C.E. = LIMITED COMMON ELEMENT
4. C.E. = COMMON ELEMENT
5. THIS EXHIBIT WAS PREPARED FROM ARCHITECTURAL PLANS PREPARED BY: WOOLF & ASSOCIATES 20020 VETERANS BOULEVARD PORT CHARLOTTE, FLORIDA

IMPROVEMENTS SHOWN HEREON ARE PROPOSED UNLESS OTHERWISE NOTED

*** NOT A SURVEY ***

Wilson Miller Stantec Phone 239-446-4040 • Fax 239-443-2761 • Web Site www.wilsonmiller.com Certificate of Authorization #43 • Florida License #C-000070	LENAR HOMES, LLC PROJECT NO. AND 2006 0509 NO. PROJECT NUMBER 215610779 SHEET NO. 4 OF 4
APPROVED: <i>[Signature]</i> DATE: 01/12/12 SCALE: 1"=10' SHEET NO. 4 OF 4	CLIENT: LENAR HOMES, LLC PROJECT NO. AND 2006 0509 NO. PROJECT NUMBER 215610779 SHEET NO. 4 OF 4

Jan 12, 2012 - 11:28:14 LUTILEVA\2156\active\2156\99999\Treviso\CONDO EXHIBITS\2D-126R-CONDO-1-SHT-4.dwg

**COACH HOMES I AT TREVISO BAY, A PHASE CONDOMINIUM
GENERAL NOTES**

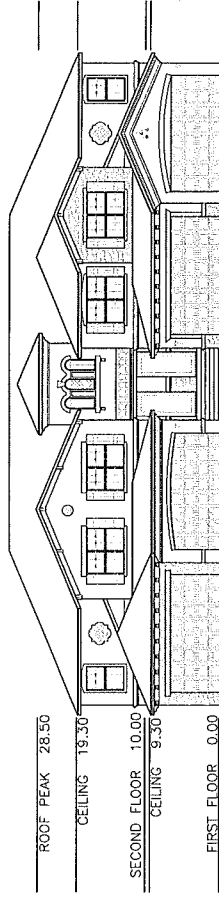
- 3.12. UNITS. THE CONDOMINIUM WILL CONTAINS A TOTAL OF ONE HUNDRED SIXTEEN (116) UNITS IF ALL PHASES ARE SUBMITTED, WHICH ARE LOCATED AND INDIVIDUALLY DESCRIBED HEREIN. THE BOUNDARIES OF EACH UNIT ARE AS FOLLOWS:
- 3.12.1. UPPER AND LOWER BOUNDARIES. THE UPPER AND LOWER BOUNDARIES OF THE UNIT SHALL BE THE FOLLOWING BOUNDARIES EXTENDED TO AN INTERSECTION WITH THE PERIMETRICAL BOUNDARIES;
- 3.12.1.1. UPPER BOUNDARIES. THE HORIZONTAL PLANE OF THE LOWEST SURFACE OF THE UNFINISHED CEILING SLAB.
- 3.12.1.2. LOWER BOUNDARIES. THE HORIZONTAL PLANE OF THE HIGHEST SURFACE OF THE UNFINISHED FLOOR SLAB AND THE INTERIOR STAIRWAY SERVING EACH SECOND FLOOR UNIT.
- 3.12.1.3. INTERIOR WALLS. NO PART OF THE NON-STRUCTURAL INTERIOR PARTITION WALLS WITHIN A UNIT SHALL BE CONSIDERED PART OF THE BOUNDARY OF A UNIT.
- 3.12.2. PERIMETRICAL BOUNDARIES. THE PERIMETRICAL BOUNDARIES OF THE UNIT SHALL BE THE VERTICAL PLANES OF THE BOUNDARY LINES DEFINED AND DEPICTED HEREIN, EXTENDED TO AN INTERSECTION WITH EACH OTHER AND WITH THE UPPER AND LOWER BOUNDARIES. ANY NON-LOADBEARING PORTION OF A PERIMETER WALL INSIDE THE PERIMETRICAL BOUNDARY OF A UNIT SHALL BE DEEMED A PART OF THE UNIT.
- 3.12.3. CERTAIN ITEMS EXCLUSIVELY SERVING A UNIT. IN ADDITION TO THE AREA WITHIN THE PERIMETRICAL AND UPPER AND LOWER BOUNDARIES DESCRIBED ABOVE , EACH UNIT SHALL BE DEEMED TO INCLUDE WITHIN ITS BOUNDARIES THE AIR HANDLING EQUIPMENT (LOCATED ON THE LAND ADJACENT TO THE BUILDING) EXCLUSIVELY SERVING THE UNIT AND ALL FOYERS DOORS, SCREEN DOORS, SCREEN WINDOWS, WINDOWS, GLASS AND ANY OTHER MATERIALS COVERING OPENINGS IN THE EXTERIOR OF THE UNIT, WHICH SERVE THE UNIT EXCLUSIVELY; PROVIDED HOWEVER SCREENING WITHIN THE BOUNDARIES OF A LIMITED COMMON ELEMENT FORMING PART OF A SCREENED PATIO SHALL BE DEEMED A LIMITED COMMON ELEMENT AND SHALL NOT FORM A PART OF A UNIT.
- 3.12.4. COVERED SCREEN LANAIS, DRIVEWAYS AND GARAGES. COVERED SCREENED LANAIS, DRIVEWAYS AND GARAGES, IF ANY SHALL NOT FORM A PART OF A UNIT AS SUCH AREAS ARE LIMITED COMMON ELEMENTS.
- 3.12.5. HEATING/AIR CONDITIONING EQUIPMENT AND WATER HEATER. THE HEATING/AIR CONDITIONING EQUIPMENT AND WATER HEATER SERVING A UNIT SHALL FORM A PART OF THE UNIT WHERE SUCH EQUIPMENT IS LOCATED. THE MAINTENANCE OF ANY SUCH EQUIPMENT SHALL BE THE SOLE RESPONSIBILITY OF THE UNIT BEING SERVED.
- 3.12.6. EXCEPTIONS. ANY PIPING, WIRING, DUCTS OR OTHER UTILITY INSTALLATIONS WHICH ARE LOCATED WITHIN ONE UNIT BUT WHICH SERVICE OTHER UNITS OR THE COMMON ELEMENTS AND THE REINFORCED CONCRETE PORTIONS OF ANY LOAD-BEARING COLUMNS OR WALLS WITHIN A UNIT SHALL BE COMMON ELEMENTS.
- 3.12.7. ENTRANCES. THE ENTRANCE OF EACH UNIT, AS SHOWN HEREIN, SHALL BE A LIMITED COMMON ELEMENT OF THE UNIT WHICH SUCH ENTRANCE EXCLUSIVELY SERVES.
- 3.12.8. GENERAL. IN CASES NOT SPECIFICALLY COVERED ABOVE, AND/OR IN ANY CASE OF CONFLICT OR AMBIGUITY, THE SURVEY OF THE UNITS SHALL CONTROL IN DETERMINING THE BOUNDARIES OF A UNIT, EXCEPT THAT THE PROVISIONS OF SECTIONS 3.12.1 AND 3.12.2 ABOVE SHALL CONTROL UNLESS SPECIFICALLY DEPICTED AND LABELED OTHERWISE ON SUCH SURVEY.
- 3.13. COMMONS ELEMENTS. THE COMMON ELEMENTS INCLUDE:
- 3.13.1. THE PORTIONS OF THE CONDOMINIUM PROPERTY WHICH ARE NOT INCLUDED WITHIN THE UNITS.
- 3.13.2. EASEMENTS THROUGH UNITS FOR CONDUITS, DUCTS, PLUMBING, PIPES, WIRING AND OTHER FACILITIES FOR THE FURNISHING OF UTILITIES AND OTHER SERVICES TO UNITS AND COMMON ELEMENTS.
- 3.13.3. AN EASEMENT OF SUPPORT IN EVERY PORTION OF THE UNIT WHICH CONTRIBUTES TO THE SUPPORT OF THE BUILDING.
- 3.13.4. THE PROPERTY AND INSTALLATIONS REQUIRED FOR THE FURNISHINGS OF UTILITIES AND OTHER SERVICES TO MORE THAN ONE UNIT OR TO THE COMMON ELEMENTS.
- 3.13.5. LIMITED COMMON ELEMENTS: PROVIDED HOWEVER, LIMITED COMMON ELEMENTS ARE NOT ACCESSIBLE BY ALL UNIT OWNERS.
- 3.13.6. FIXTURES OWNED OR HELD FOR THE COMMON USE, BENEFIT AND ENJOYMENT OF ALL UNIT OWNERS IN THE CONDOMINIUM.
- 3.13.7. METER ROOMS, ELECTRICAL ROOMS AND MECHANICAL ROOMS, IF ANY.
- 3.14. LIMITED COMMON ELEMENTS. EACH UNIT SHALL HAVE CERTAIN LIMITED COMMON ELEMENTS APPURTENANT THERETO AS FOLLOWS:
- 3.14.1. COVERED SCREENED LANAIS, INTERIOR STAIRWAYS AND FOYERS. COVERED SCREENED LANAIS, INTERIOR STAIRWAYS AND FOYERS WHICH ARE ACCESSIBLE FROM A UNIT SHALL BE LIMITED COMMON ELEMENTS APPURTENANT TO THE UNIT AND FOR THE EXCLUSIVE USE OF THE UNIT OWNER OWNING SUCH UNIT. THERE IS NO GUARANTEE THAT ANY UNIT SHALL HAVE ANY SPECIFIC VIEW.
- 3.14.2. DRIVEWAYS AND GARAGES. EACH UNIT SHALL BE ENTITLED TO THE EXCLUSIVE USE OF ONE (1) TWO (2) CAR GARAGE THAT IS ASSIGNED TO THAT UNIT HEREIN TOGETHER WITH THE EXCLUSIVE RIGHT OF USE OF ANY DRIVEWAY PAVEMENT LEADING TO ANY GARAGE. SUCH GARAGE MAY NOT BE CONVEYED, ASSIGNED OR ENCUMBERED EXCEPT AS AN APPURTENANCE TO THE UNIT WHICH IT IS ASSIGNED.
- 3.14.3. AIR SPACE AND AREA FOR AIR HANDLING COMPRESSOR EQUIPMENT. THE RIGHT OF EXCLUSIVE USE OF THE AIR SPACE AND AREA OF THE LAND ADJACENT TO EACH UNIT (OR ON THE SLAB ADJACENT TO THE UNIT LOCATED BELOW SUCH UNIT WITH RESPECT TO SECOND FLOOR UNITS) OCCUPIED BY THE AIR HANDLING COMPRESSOR EQUIPMENT CONSTITUTING A PART OF AND SERVING A UNIT SHALL BE A LIMITED COMMON ELEMENT APPURTENANT TO THE UNIT.
- 3.14.4. MAILBOXES. EACH UNIT SHALL BE ASSIGNED ONE (1) MAILBOX (EACH A "MAILBOX"). UPON SUCH ASSIGNMENT, THE MAILBOX SO ASSIGNED SHALL BE DEEMED A LIMITED COMMON ELEMENT OF THE UNIT AND THE UNIT OWNER'S RIGHT TO USE SUCH MAILBOX SHALL BECOME AN APPURTENANCE TO THE UNIT. THE EXCLUSIVE USE OF ANY SUCH MAIL BOX MAY NOT BE CONVEYED OR ASSIGNED TO ANOTHER UNIT OR UNIT OWNER.
- 3.14.5. OTHER. ANY OTHER PORTION OF THE COMMON ELEMENTS WHICH, BY ITS NATURE, CANNOT SERVE ALL UNITS BUT SERVES ONE (1) UNIT OR MORE THAN (1) UNIT, SHALL BE DEEMED A LIMITED COMMON ELEMENT OF THE UNIT(S) SERVED AND SHALL BE MAINTAINED BY SUCH OWNER. IN THE EVENT OF ANY DOUBT OR DISPUTE AS TO WHETHER ANY PORTION OF THE COMMON ELEMENTS CONSTITUTES A LIMITED COMMON ELEMENT OR IN THE EVENT OF ANY QUESTIONS AS TO WHICH UNITS ARE SERVED THEREBY, A DECISION SHALL BE MADE BY A MAJORITY VOTE OF THE BOARD AND SHALL BE BINDING AND CONCLUSIVE WHEN SO MADE.

[illegible]

DRIVE DRIVE DRIVE
L.C.E. L.C.E. L.C.E.

GENERAL NOTES:

1. REFER TO DECLARATION OF CONDOMINIUM FOR DEFINITION AND DESIGNATION OF UNIT BOUNDARY
- INDICATES UNIT BOUNDARY
2. ELEMENT EXTERIOR TO THE UNITS AND LIMITED COMMON ELEMENT (L.C.E.) IS COMMON ELEMENT (C.E.)
3. THERE IS A AIR CONDITIONING COMPRESSOR LIMITED COMMON ELEMENT (L.C.E.) FOR EACH UNIT LOCATED OUTSIDE OF THE BUILDING.
4. ELEVATIONS ARE BASED ON NATIONAL GEODETIC VERTICAL DATUM, 1929, (NGVD29)
5. THIS EXHIBIT WAS PREPARED FROM ARCHITECTURAL PLANS PREPARED BY: WOOLF & ASSOCIATES
20020 VETERANS BOULEVARD
PORT CHARLOTTE, FLORIDA



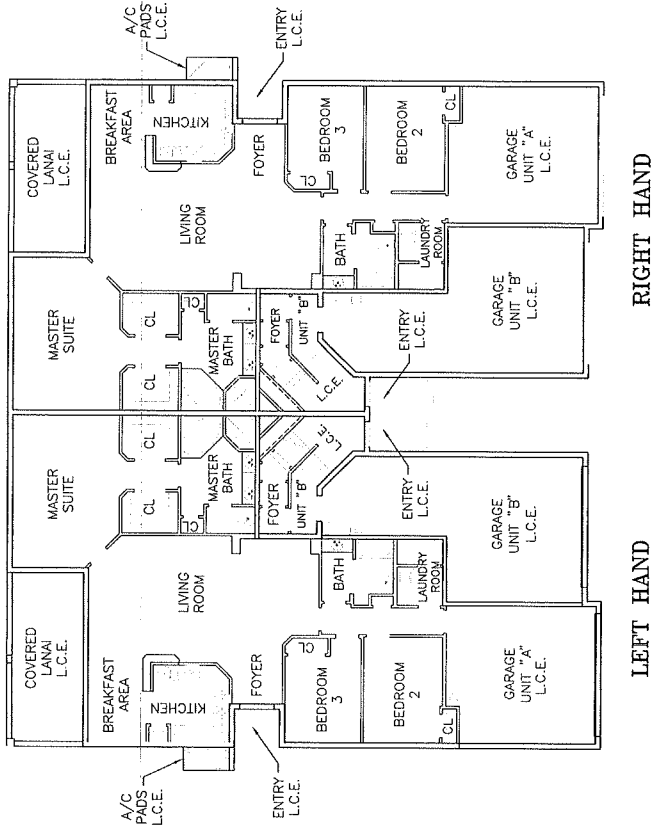
A horizontal scale bar with alternating black and white segments. It is marked with '0', '10', and '20' at the beginning, middle, and end respectively. Below the bar, the text 'SCALE IN FEET' is written.

*** NOT A SURVEY ***
IMPROVEMENTS SHOWN HEREON ARE
PROPOSED UNLESS OTHERWISE NOTED

ACTIVITY		INITIALS	DATE	APPROVED:	 Wilson Miller 3200 Bailey Ln, Suite 200, Naples, Florida 34105 Phone 239-649-4040 • Fax 239-643-2786 • Web Site www.wilsonmiller.com Certificate of Authorization #43 • Florida License #LC-000070
RESEARCH				 JOHN R. WALONEY, P.S.M.J.54493	
FIELD WORK/DEW CHUTE					
DRAFTED:	LMT	453	01 03 12		
REVIEWED:	JPM	275	01 03 12		
FIELD BOOK/PAGE					

Jun 12, 2012 - 12:46:09 LTITLEIV\2156\active\215699999\Treviso\CONDO EXHIBITS\20-126S-CONDO-I-SHT-3.dwg

COACH HOMES I AT TREVISO BAY, A PHASE CONDOMINIUM PHASE 19

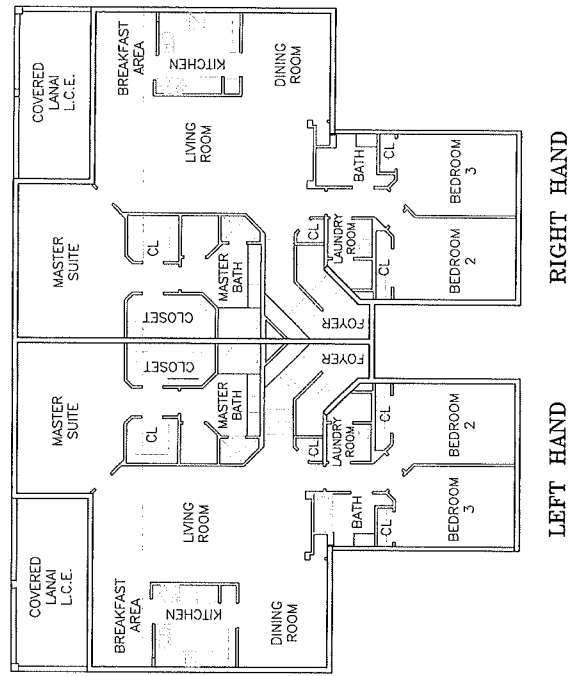
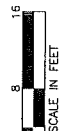


LEFT HAND

RIGHT HAND

UNIT "A" FIRST FLOOR

UNIT ROOM SIZE (TYPICAL)
ALL ROOM SIZES ARE APPROXIMATE
MASTER SUITE 19.8'X 14.4'
LIVING ROOM 18.7'X 16'
DINING ROOM 11.6'X 11.4'
BREAKFAST 10'X 7.5'
KITCHEN 10'X 10'
BEDROOM 2 13.1'X 10.4'
BEDROOM 3 13.1'X 10.1'
BATH 9.2'X 7.2'
MASTER BATH 15.2'X 9.8'
LANAI 22'X 9.3'



LEFT HAND

RIGHT HAND

UNIT "B" SECOND FLOOR

UNIT ROOM SIZE (TYPICAL)
ALL ROOM SIZES ARE APPROXIMATE
MASTER SUITE 19.2'X 13.9'
LIVING ROOM 21.2'X 15.2'
DINING ROOM 11'X 8.2'
BREAKFAST 10.8'X 10.8'
KITCHEN 10.8'X 10.8'
BEDROOM 2 17.2'X 10.9'
BEDROOM 3 16'X 10.3'
BATH 8'X 7'
MASTER BATH 15.8'X 10'
LANAI 22'X 9.3'

GENERAL NOTES:

1. A/C = AIR CONDITIONING
2. CL = CLOSET
3. L.C.E. = LIMITED COMMON ELEMENT
4. C.E. = COMMON ELEMENT
5. THIS EXHIBIT WAS PREPARED FROM ARCHITECTURAL PLANS PREPARED BY: WOOLF & ASSOCIATES 20020 VETERANS BOULEVARD PORT CHARLOTTE, FLORIDA

IMPROVEMENTS SHOWN HEREON ARE PROPOSED UNLESS OTHERWISE NOTED

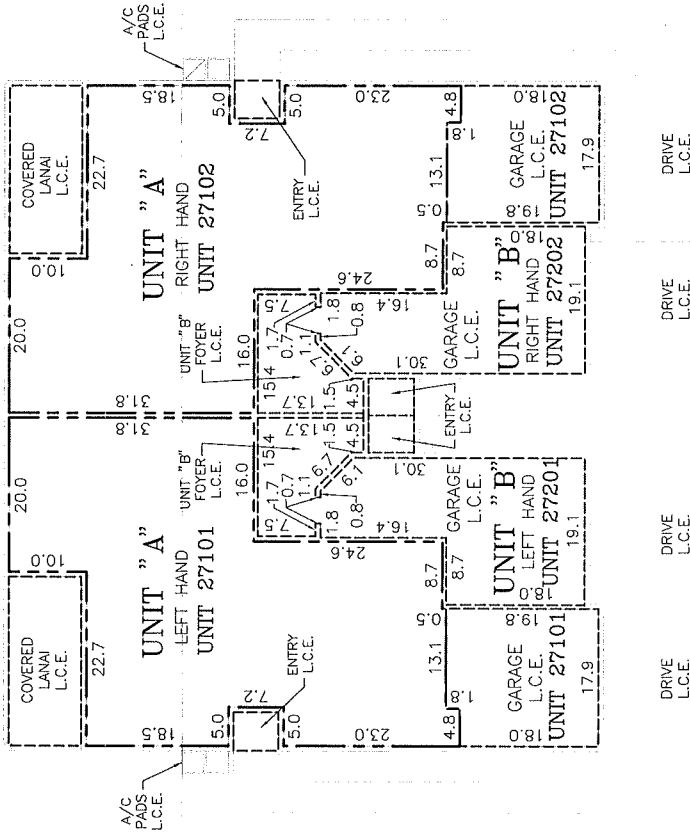
*** NOT A SURVEY ***

WilsonMiller Stantec 9200 Bailey Ln, Suite 200, Naples, Florida 34105 Phone 239-439-1100 Fax 239-439-1101 Certificate of Authorization #13 - Florida License #C-000070		PROJECT NO. AND WORK ORDER NO. PROJECT NUMBER 215610779	
DATE: 01/12 SCALE: 1" = 10' CROSS REFERENCE FILE NO.:		CLIENT: LENNAR HOMES, LLC	
DESCRIPTION: FLOOR PLANS COACH HOMES I AT TREVISO BAY A PHASE CONDOMINIUM, PHASE 19 OF PART OF TRACT FD-1, VERCELLI PLAT BOOK 48, PAGES 11-14, COLLIER COUNTY, FLORIDA			
ACTIVITY: INITIALS: DW: J MO: DAY: YR: APPROVED:		FILE NO.: 20-1265	
FIELD WORK/DRAWN: DATE: 01/12		PROJECT NO. AND WORK ORDER NO. PROJECT NUMBER	
CHECKED BY: JPM		FILE NO.: 20-1265	
FIELD BOOK/PAGE: 394		PROJECT NO. AND WORK ORDER NO. PROJECT NUMBER	
FIELD BOOK/PAGE: 394		PROJECT NO. AND WORK ORDER NO. PROJECT NUMBER	

**COACH HOMES I AT TREVISO BAY, A PHASE CONDOMINIUM
GENERAL NOTES**

- 3.12. UNITS. THE CONDOMINIUM WILL CONTAINS A TOTAL OF ONE HUNDRED SIXTEEN (116) UNITS IF ALL PHASES ARE SUBMITTED, WHICH ARE LOCATED AND INDIVIDUALLY DESCRIBED HEREIN. THE BOUNDARIES OF EACH UNIT ARE AS FOLLOWS:
- 3.12.1. UPPER AND LOWER BOUNDARIES. THE UPPER AND LOWER BOUNDARIES OF THE UNIT SHALL BE THE FOLLOWING BOUNDARIES EXTENDED TO AN INTERSECTION WITH THE PERIMETRICAL BOUNDARIES;
- 3.12.1.1. UPPER BOUNDARIES. THE HORIZONTAL PLANE OF THE LOWEST SURFACE OF THE UNFINISHED CEILING SLAB.
- 3.12.1.2. LOWER BOUNDARIES. THE HORIZONTAL PLANE OF THE HIGHEST SURFACE OF THE UNFINISHED FLOOR SLAB AND THE INTERIOR STAIRWAY SERVING EACH SECOND FLOOR UNIT.
- 3.12.1.3. INTERIOR WALLS. NO PART OF THE NON-STRUCTURAL INTERIOR PARTITION WALLS WITHIN A UNIT SHALL BE CONSIDERED PART OF THE BOUNDARY OF A UNIT.
- 3.12.2. PERIMETRICAL BOUNDARIES. THE PERIMETRICAL BOUNDARIES OF THE UNIT SHALL BE THE VERTICAL PLANES OF THE BOUNDARY LINES DEFINED AND DEPICTED HEREIN, EXTENDED TO AN INTERSECTION WITH EACH OTHER AND WITH THE UPPER AND LOWER BOUNDARIES. ANY NON-LOADBEARING PORTION OF A PERIMETER WALL INSIDE THE PERIMETRICAL BOUNDARY OF A UNIT SHALL BE DEEMED A PART OF THE UNIT.
- 3.12.3. CERTAIN ITEMS EXCLUSIVELY SERVING A UNIT. IN ADDITION TO THE AREA WITHIN THE PERIMETRICAL AND UPPER AND LOWER BOUNDARIES DESCRIBED ABOVE , EACH UNIT SHALL BE DEEMED TO INCLUDE WITHIN ITS BOUNDARIES THE AIR HANDLING EQUIPMENT (LOCATED ON THE LAND ADJACENT TO THE BUILDING) EXCLUSIVELY SERVING THE UNIT AND ALL FOYERS DOORS, SCREEN DOORS, SCREEN WINDOWS, WINDOWS, GLASS AND ANY OTHER MATERIALS COVERING OPENINGS IN THE EXTERIOR OF THE UNIT, WHICH SERVE THE UNIT EXCLUSIVELY; PROVIDED HOWEVER SCREENING WITHIN THE BOUNDARIES OF A LIMITED COMMON ELEMENT FORMING PART OF A SCREENED PATIO SHALL BE DEEMED A LIMITED COMMON ELEMENT AND SHALL NOT FORM A PART OF A UNIT.
- 3.12.4. COVERED SCREEN LANAIS, DRIVEWAYS AND GARAGES. COVERED SCREENED LANAIS, DRIVEWAYS AND GARAGES, IF ANY SHALL NOT FORM A PART OF A UNIT AS SUCH AREAS ARE LIMITED COMMON ELEMENTS.
- 3.12.5. HEATING/AIR CONDITIONING EQUIPMENT AND WATER HEATER. THE HEATING/AIR CONDITIONING EQUIPMENT AND WATER HEATER SERVING A UNIT SHALL FORM A PART OF THE UNIT WHERE SUCH EQUIPMENT IS LOCATED. THE MAINTENANCE OF ANY SUCH EQUIPMENT SHALL BE THE SOLE RESPONSIBILITY OF THE UNIT BEING SERVED.
- 3.12.6. EXCEPTIONS. ANY PIPING, WIRING, DUCTS OR OTHER ULILITY INSTALLATIONS WHICH ARE LOCATED WITHIN ONE UNIT BUT WHICH SERVICE OTHER UNITS OR THE COMMON ELEMENTS AND THE REINFORCED CONCRETE PORTIONS OF ANY LOAD-BEARING COLUMNS OR WALLS WITHIN A UNIT SHALL BE COMMON ELEMENTS.
- 3.12.7. ENTRANCES. THE ENTRANCE OF EACH UNIT, AS SHOWN HEREIN, SHALL BE A LIMITED COMMON ELEMENT OF THE UNIT WHICH SUCH ENTRANCE EXCLUSIVELY SERVES.
- 3.12.8. GENERAL. IN CASES NOT SPECIFICALLY COVERED ABOVE, AND/OR IN ANY CASE OF CONFLICT OR AMBIGUITY, THE SURVEY OF THE UNITS SHALL CONTROL IN DETERMINING THE BOUNDARIES OF A UNIT, EXCEPT THAT THE PROVISIONS OF SECTIONS 3.12.1 AND 3.12.2 ABOVE SHALL CONTROL UNLESS SPECIFICALLY DEPICTED AND LABELED OTHERWISE ON SUCH SURVEY.
- 3.13. COMMONS ELEMENTS. THE COMMON ELELEMTS INCLUDE:
- 3.13.1. THE PORTIONS OF THE CONDOMINIUM PROPERTY WHICH ARE NOT INCLUDED WITHIN THE UNITS.
- 3.13.2. EASEMENTS THROUGH UNITS FOR CONDUITS, DUCTS, PLUMBING, PIPES, WIRING AND OTHER FACILITIES FOR THE FURNISHING OF UTILITIES AND OTHER SERVICES TO UNITS AND COMMON ELEMENTS.
- 3.13.3. AN EASEMENT OF SUPPORT IN EVERY PORTION OF THE UNIT WHICH CONTRIBUTES TO THE SUPPORT OF THE BUILDING.
- 3.13.4. THE PROPERTY AND INSTALLATIONS REQUIRED FOR THE FURNISHINGS OF UTILITES AND OTHER SERVICES TO MORE THAN ONE UNIT OR TO THE COMMON ELEMENTS.
- 3.13.5. LIMITED COMMON ELEMENTS: PROVIDED HOWEVER, LIMITED COMMON ELEMENTS ARE NOT ACCESSIBLE BY ALL UNIT OWNERS.
- 3.13.6. FIXTURES OWNED OR HELD FOR THE COMMON USE, BENEFIT AND ENJOYMENT OF ALL UNIT OWNERS IN THE CONDOMINIUM.
- 3.13.7. METER ROOMS, ELECTRICAL ROOMS AND MECHANICAL ROOMS, IF ANY.
- 3.14. LIMITED COMMON ELEMENTS. EACH UNIT SHALL HAVE CERTAIN LIMITED COMMON ELEMENTS APPURTENANT THERETO AS FOLLOWS:
- 3.14.1. COVERED SCREENED LANAIS, INTERIOR STAIRWAYS AND FOYERS. COVERED SCREENED LANAIS, INTERIOR STAIRWAYS AND FOYERS WHICH ARE ACCESSIBLE FROM A UNIT SHALL BE LIMITED COMMON ELEMENTS APPUTRTENT TO THE UNIT AND FOR THE EXCLUSIVE USE OF THE UNIT OWNER OWNING SUCH UNIT. THERE IS NO GUARANTEE THAT ANY UNIT SHALL HAVE ANY SPECIFIC VIEW.
- 3.14.2. DRIVEWAYS AND GARAGES. EACH UNIT SHALL BE ENTITLED TO THE EXCLUSIVE USE OF ONE (1) TWO (2) CAR GARAGE THAT IS ASSIGNED TO THAT UNIT HEREIN TOGETHER WITH THE EXCLUSIVE RIGHT OF USE OF ANY DRIVEWAY PAVEMENT LEADING TO ANY GARAGE. SUCH GARAGE MAY NOT BE CONVEYED, ASSIGNED OR ENCUMBERED EXCEPT AS AN APPURTENANCE TO THE UNIT WHICH IT IS ASSIGNED.
- 3.14.3. AIR SPACE AND AREA FOR AIR HANDLING COMPRESSOR EQUIPMENT. THE RIGHT OF EXCLUSIVE USE OF THE AIR SPACE AND AREA OF THE LAND ADJACENT TO EACH UNIT (OR ON THE SLAB ADJACENT TO THE UNIT LOCATED BELOW SUCH UNIT WITH RESPECT TO SECOND FLOOR UNITS) OCCUPIED BY THE AIR HANDLING COMPRESSOR EQUIPMENT CONSTITUTING A PART OF AND SERVING A UNIT SHALL BE A LIMITED COMMON ELEMENT APPURTENANT TO THE UNIT.
- 3.14.4. MAILBOXES. EACH UNIT SHALL BE ASSIGNED ONE (1) MAILBOX (EACH A "MAILBOX"). UPON SUCH ASSIGNEMENT, THE MAILBOX SO ASSIGNED SHALL BE DEEMED A LIMITED COMMON ELEMENT OF THE UNIT AND THE UNIT OWNER'S RIGHT TO USE SUCH MAILBOX SHALL BECOME AN APPURTENANCE TO THE UNIT. THE EXCLUSIVE USE OF ANY SUCH MAIL BOX MAY NOT BE CONVETED OR ASSIGNED TO ANOTHER UNIT OR UNIT OWNER.
- 3.14.5. OTHER. ANY OTHER PORTION OF THE COMMON ELEMENTS WHICH, BY ITS NATURE, CANNOT SERVE ALL UNITS BUT SERVES ONE (1) UNIT OR MORE THAN (1) UNIT, SHALL BE DEEMED A LIMITED COMMON ELEMENT OF THE UNIT(S) SERVED AND SHALL BE MAINTANED BY SUCH OWNER. IN THE EVENT OF ANY DOUBT OR DISPUTE AS TO WETHER ANY PORTION OF THE COMMON ELEMENTS CONSTITUTES A LIMITED COMON ELEMENT OR IN THE EVENT OF ANY QUESTIONS AS TO WHICH UNITS ARE SERVED THEREBY, A DECISION SHALL BE MADE BY A MAJORITY VOTE OF THE BOARD AND SHALL BE BINDING AND CONCLUSIVE WHEN SO MADE.

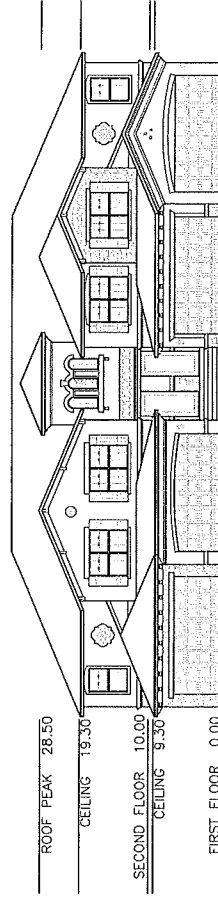
COACH HOMES I AT TREVISO BAY, A PHASE CONDOMINIUM PHASE 20



FIRST FLOOR

GENERAL NOTES:

1. REFER TO DECLARATION OF CONDOMINIUM FOR DEFINITION AND DESIGNATION OF UNIT BOUNDARY
2. EVERYTHING EXTERIOR TO THE UNITS AND LIMITED COMMON ELEMENT (L.C.E.) IS COMMON ELEMENT (C.E.)
3. THERE IS AN AIR CONDITIONING COMPRESSOR LIMITED COMMON ELEMENT (L.C.E.) FOR EACH UNIT LOCATED OUTSIDE OF THE BUILDING.
4. ELEVATIONS ARE BASED ON NATIONAL GEODETIC DATUM, 1929, (NGVD29).
5. THIS EXHIBIT WAS PREPARED FROM ARCHITECTURAL PLANS PREPARED BY: WOOLF & ASSOCIATES 20020 VETERANS BOULEVARD PORT CHARLOTTE, FLORIDA



SECOND FLOOR

IMPROVEMENTS SHOWN HEREON ARE PROPOSED UNLESS OTHERWISE NOTED

ACTIVITY	INITIALS	DATE	BY	APPROVED
RESEARCH				
FIELD WORK/CREW CHIEF				
DRAFTED				
CHECKED BY				
FIELD BOOK/PAGE				

Wilson Miller Stantec
3200 Bailey Ln, Suite 200, Naples, Florida 34105
Phone 239-649-4040 • Fax 239-649-2796 • Web Site www.stantec.com
Certificate of Authorization #43 • Florida License #C-000070

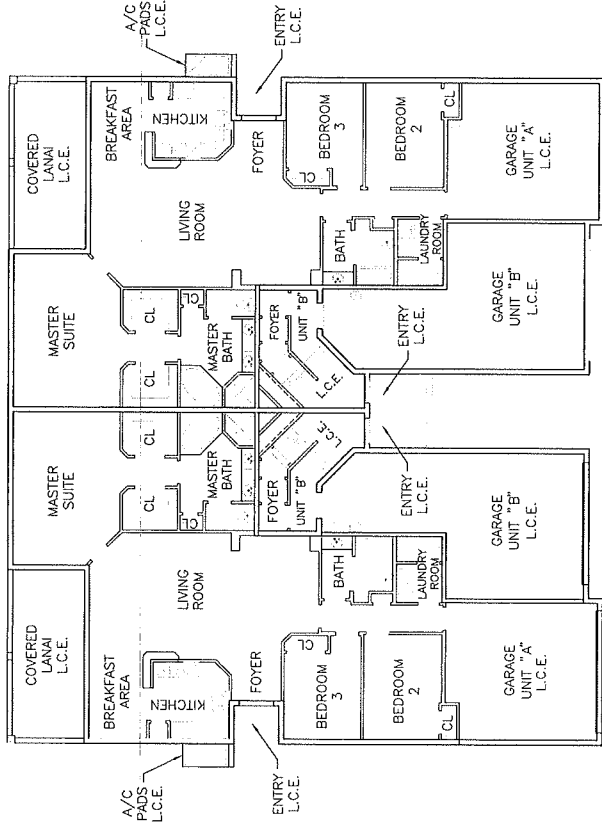
[Signature]
JOHN P. MALONEY, P.S.M./LS4453

Jan 12, 2012 - 12:47:22 LUTTEVA\2156\active\Treviso\CONDO EXHIBITS\2D-126T-CONDO-I-SHT-3.dwg

CLIENT: LENNAR HOMES, LLC
DATE: 01/12
SCALE: 1"=10'
PROJECT NO. AND WORK ORDER NO. 215610779
SHEET NUMBER 3 OF 3
FILE NO. 2D-126T

DESCRIPTION: FIRST AND SECOND FLOOR UNIT BOUNDARY PLAN AND SCHEMATIC SECTION COACH HOMES I AT TREVISO BAY, A PHASE CONDOMINIUM, PHASE 20 OF PART OF TRACT FD-1, VERCELLI, PLAT BOOK 48, PAGES 11-14, COLLIER COUNTY, FLORIDA

COACH HOMES I AT TREVISO BAY, A PHASE CONDOMINIUM PHASE 20



LEFT HAND

RIGHT HAND

UNIT "A"

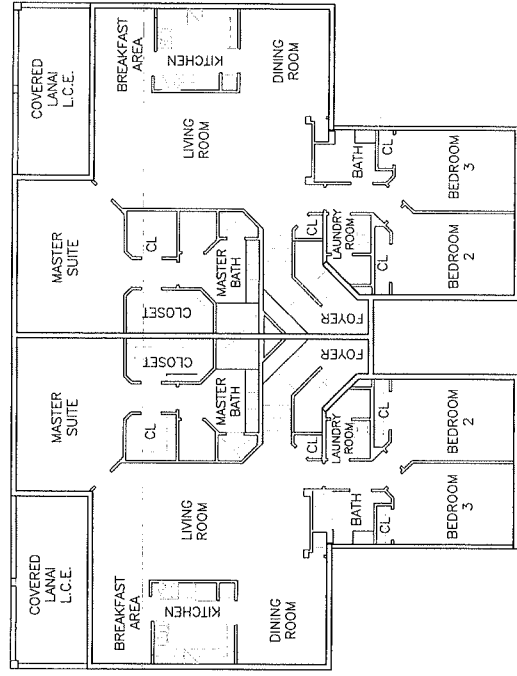
FIRST FLOOR

UNIT ROOM SIZE (TYPICAL)

ALL ROOM SIZES ARE APPROXIMATE
 MASTER SUITE 19.8'X 14.4'
 LIVING ROOM 18.7'X 16'
 DINING ROOM 11.6'X 11.4'
 BREAKFAST 10'X 7.5'
 KITCHEN 10'X 10'
 BEDROOM 2 13.1'X 10.4'
 BEDROOM 3 13.1'X 10.1'
 BATH 9.2'X 7.2'
 MASTER BATH 15.2'X 9.8'
 LANA 22'X 9.3'



SCALE IN FEET



LEFT HAND

RIGHT HAND

UNIT "B"

SECOND FLOOR

UNIT ROOM SIZE (TYPICAL)

ALL ROOM SIZES ARE APPROXIMATE
 MASTER SUITE 19.7'X 13.9'
 LIVING ROOM 27.5'X 15.2'
 DINING ROOM 11'X 10.2'
 BREAKFAST 11'X 8'
 KITCHEN 10.8'X 10.8'
 BEDROOM 2 17.2'X 10.9'
 BEDROOM 3 16'X 10.3'
 BATH 8'X 7'
 MASTER BATH 15.8'X 10'
 LANA 22'X 9.3'

GENERAL NOTES:

1. A/C = AIR CONDITIONING
2. CL = CLOSET
3. L.C.E. = LIMITED COMMON ELEMENT
4. C.E. = COMMON ELEMENT
5. THIS EXHIBIT WAS PREPARED FROM ARCHITECTURAL PLANS PREPARED BY: WOOLF & ASSOCIATES 20020 VETERANS BOULEVARD PORT CHARLOTTE, FLORIDA

IMPROVEMENTS SHOWN HEREON ARE PROPOSED UNLESS OTHERWISE NOTED

*** NOT A SURVEY ***

ACTIVITY	INITIALS	DATE	APPROVED
RESEARCH			
DRAWN			
CHECKED BY			
FIELD BOOK/PAGE			

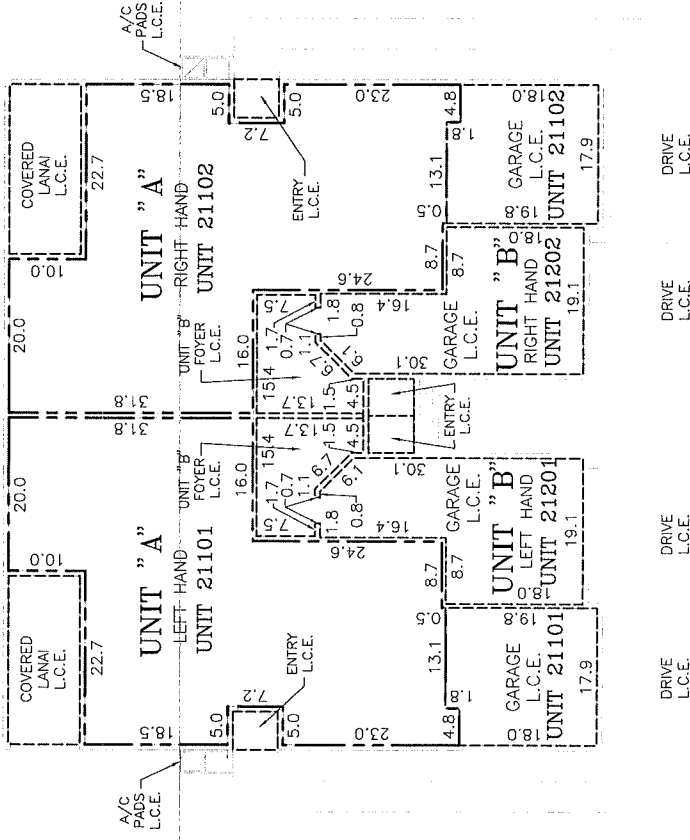
Wilson Miller Stantec
 3200 Bailey Ln, Suite 200, Naples, Florida 34105
 Phone 239-434-1111 Fax 239-434-1112
 Certificate of Authorization #13 - Florida License #C-000070

DESCRIPTION: FLOOR PLANS
 COACH HOMES I AT TREVISO BAY,
 A PHASE CONDOMINIUM, PHASE 20
 OF PART OF TRACT FD-11, VERCELLI,
 PLAT BOOK 40, PAGES 11-14, COLLIER COUNTY, FLORIDA
 CLIENT: LENNAR HOMES, LLC
 DATE: 01/12
 SCALE: 1" = 10'
 CROSS REFERENCE FILE NO.:
 PROJECT NO. AND WORK ORDER NO. SHEET NUMBER
 215610778 16 OF 20-126T

**COACH HOMES I AT TREVISIO BAY, A PHASE CONDOMINIUM
GENERAL NOTES**

- 3.12. UNITS. THE CONDOMINIUM WILL CONTAINS A TOTAL OF ONE HUNDRED SIXTEEN (116) UNITS IF ALL PHASES ARE SUBMITTED, WHICH ARE LOCATED AND INDIVIDUALLY DESCRIBED HEREIN. THE BOUNDARIES OF EACH UNIT ARE AS FOLLOWS:
- 3.12.1. UPPER AND LOWER BOUNDARIES. THE UPPER AND LOWER BOUNDARIES OF THE UNIT SHALL BE THE FOLLOWING BOUNDARIES EXTENDED TO AN INTERSECTION WITH THE PERIMETRICAL BOUNDARIES;
- 3.12.1.1. UPPER BOUNDARIES. THE HORIZONTAL PLANE OF THE LOWEST SURFACE OF THE UNFINISHED CEILING SLAB.
- 3.12.1.2. LOWER BOUNDARIES. THE HORIZONTAL PLANE OF THE HIGHEST SURFACE OF THE UNFINISHED FLOOR SLAB AND THE INTERIOR STAIRWAY SERVING EACH SECOND FLOOR UNIT.
- 3.12.1.3. INTERIOR WALLS. NO PART OF THE NON-STRUCTURAL INTERIOR PARTITION WALLS WITHIN A UNIT SHALL BE CONSIDERED PART OF THE BOUNDARY OF A UNIT.
- 3.12.2. PERIMETRICAL BOUNDARIES. THE PERIMETRICAL BOUNDARIES OF THE UNIT SHALL BE THE VERTICAL PLANES OF THE BOUNDARY LINES DEFINED AND DEPICTED HEREIN, EXTENDED TO AN INTERSECTION WITH EACH OTHER AND WITH THE UPPER AND LOWER BOUNDARIES. ANY NON-LOADBEARING PORTION OF A PERIMETER WALL INSIDE THE PERIMETRICAL BOUNDARY OF A UNIT SHALL BE DEEMED A PART OF THE UNIT.
- 3.12.3. CERTAIN ITEMS EXCLUSIVELY SERVING A UNIT. IN ADDITION TO THE AREA WITHIN THE PERIMETRICAL AND UPPER AND LOWER BOUNDARIES DESCRIBED ABOVE, EACH UNIT SHALL BE DEEMED TO INCLUDE WITHIN ITS BOUNDARIES THE AIR HANDLING EQUIPMENT (LOCATED ON THE LAND ADJACENT TO THE BUILDING) EXCLUSIVELY SERVING THE UNIT AND ALL FOYERS DOORS, SCREEN DOORS, SCREEN WINDOWS, WINDOWS, GLASS AND ANY OTHER MATERIALS COVERING OPENINGS IN THE EXTERIOR OF THE UNIT, WHICH SERVE THE UNIT EXCLUSIVELY; PROVIDED HOWEVER SCREENING WITHIN THE BOUNDARIES OF A LIMITED COMMON ELEMENT FORMING PART OF A SCREENED PATIO SHALL BE DEEMED A LIMITED COMMON ELEMENT AND SHALL NOT FORM A PART OF A UNIT.
- 3.12.4. COVERED SCREEN LANAIS, DRIVEWAYS AND GARAGES. COVERED SCREENED LANAIS, DRIVEWAYS AND GARAGES, IF ANY SHALL NOT FORM A PART OF A UNIT AS SUCH AREAS ARE LIMITED COMMON ELEMENTS.
- 3.12.5. HEATING/AIR CONDITIONING EQUIPMENT AND WATER HEATER. THE HEATING/AIR CONDITIONING EQUIPMENT AND WATER HEATER SERVING A UNIT SHALL FORM A PART OF THE UNIT WHERE SUCH EQUIPMENT IS LOCATED. THE MAINTENANCE OF ANY SUCH EQUIPMENT SHALL BE THE SOLE RESPONSIBILITY OF THE UNIT BEING SERVED.
- 3.12.6. EXCEPTIONS. ANY PIPING, WIRING, DUCTS OR OTHER UTILITY INSTALLATIONS WHICH ARE LOCATED WITHIN ONE UNIT BUT WHICH SERVICE OTHER UNITS OR THE COMMON ELEMENTS AND THE REINFORCED CONCRETE PORTIONS OF ANY LOAD-BEARING COLUMNS OR WALLS WITHIN A UNIT SHALL BE COMMON ELEMENTS.
- 3.12.7. ENTRANCES. THE ENTRANCE OF EACH UNIT, AS SHOWN HEREIN, SHALL BE A LIMITED COMMON ELEMENT OF THE UNIT WHICH SUCH ENTRANCE EXCLUSIVELY SERVES.
- 3.12.8. GENERAL. IN CASES NOT SPECIFICALLY COVERED ABOVE, AND/OR IN ANY CASE OF CONFLICT OR AMBIGUITY, THE SURVEY OF THE UNITS SHALL CONTROL IN DETERMINING THE BOUNDARIES OF A UNIT, EXCEPT THAT THE PROVISIONS OF SECTIONS 3.12.1 AND 3.12.2 ABOVE SHALL CONTROL UNLESS SPECIFICALLY DEPICTED AND LABELED OTHERWISE ON SUCH SURVEY.
- 3.13. COMMONS ELEMENTS. THE COMMON ELEMENTS INCLUDE:
- 3.13.1. THE PORTIONS OF THE CONDOMINIUM PROPERTY WHICH ARE NOT INCLUDED WITHIN THE UNITS.
- 3.13.2. EASEMENTS THROUGH UNITS FOR CONDUITS, DUCTS, PLUMBING, PIPES, WIRING AND OTHER FACILITIES FOR THE FURNISHING OF UTILITIES AND OTHER SERVICES TO UNITS AND COMMON ELEMENTS.
- 3.13.3. AN EASEMENT OF SUPPORT IN EVERY PORTION OF THE UNIT WHICH CONTRIBUTES TO THE SUPPORT OF THE BUILDING.
- 3.13.4. THE PROPERTY AND INSTALLATIONS REQUIRED FOR THE FURNISHINGS OF UTILITIES AND OTHER SERVICES TO MORE THAN ONE UNIT OR TO THE COMMON ELEMENTS.
- 3.13.5. LIMITED COMMON ELEMENTS: PROVIDED HOWEVER, LIMITED COMMON ELEMENTS ARE NOT ACCESSIBLE BY ALL UNIT OWNERS.
- 3.13.6. FIXTURES OWNED OR HELD FOR THE COMMON USE, BENEFIT AND ENJOYMENT OF ALL UNIT OWNERS IN THE CONDOMINIUM.
- 3.13.7. METER ROOMS, ELECTRICAL ROOMS AND MECHANICAL ROOMS, IF ANY.
- 3.14. LIMITED COMMON ELEMENTS. EACH UNIT SHALL HAVE CERTAIN LIMITED COMMON ELEMENTS APPURTENANT THERETO AS FOLLOWS:
- 3.14.1. COVERED SCREENED LANAIS, INTERIOR STAIRWAYS AND FOYERS. COVERED SCREENED LANAIS, INTERIOR STAIRWAYS AND FOYERS WHICH ARE ACCESSIBLE FROM A UNIT SHALL BE LIMITED COMMON ELEMENTS APPURTENANT TO THE UNIT AND FOR THE EXCLUSIVE USE OF THE UNIT OWNER OWNING SUCH UNIT. THERE IS NO GUARANTEE THAT ANY UNIT SHALL HAVE ANY SPECIFIC VIEW.
- 3.14.2. DRIVEWAYS AND GARAGES. EACH UNIT SHALL BE ENTITLED TO THE EXCLUSIVE USE OF ONE (1) TWO (2) CAR GARAGE THAT IS ASSIGNED TO THAT UNIT HEREIN TOGETHER WITH THE EXCLUSIVE RIGHT OF USE OF ANY DRIVEWAY PAVEMENT LEADING TO ANY GARAGE. SUCH GARAGE MAY NOT BE CONVEYED, ASSIGNED OR ENCUMBERED EXCEPT AS AN APPURTENANCE TO THE UNIT WHICH IT IS ASSIGNED.
- 3.14.3. AIR SPACE AND AREA FOR AIR HANDLING COMPRESSOR EQUIPMENT. THE RIGHT OF EXCLUSIVE USE OF THE AIR SPACE AND AREA OF THE LAND ADJACENT TO EACH UNIT (OR ON THE SLAB ADJACENT TO THE UNIT LOCATED BELOW SUCH UNIT WITH RESPECT TO SECOND FLOOR UNITS) OCCUPIED BY THE AIR HANDLING COMPRESSOR EQUIPMENT CONSTITUTING A PART OF AND SERVING A UNIT SHALL BE A LIMITED COMMON ELEMENT APPURTENANT TO THE UNIT.
- 3.14.4. MAILBOXES. EACH UNIT SHALL BE ASSIGNED ONE (1) MAILBOX (EACH A "MAILBOX"). UPON SUCH ASSIGNMENT, THE MAILBOX SO ASSIGNED SHALL BE DEEMED A LIMITED COMMON ELEMENT OF THE UNIT AND THE UNIT OWNER'S RIGHT TO USE SUCH MAILBOX SHALL BECOME AN APPURTENANCE TO THE UNIT. THE EXCLUSIVE USE OF ANY SUCH MAIL BOX MAY NOT BE CONVEYED OR ASSIGNED TO ANOTHER UNIT OR UNIT OWNER.
- 3.14.5. OTHER. ANY OTHER PORTION OF THE COMMON ELEMENTS WHICH, BY ITS NATURE, CANNOT SERVE ALL UNITS BUT SERVES ONE (1) UNIT OR MORE THAN (1) UNIT, SHALL BE DEEMED A LIMITED COMMON ELEMENT OF THE UNIT(S) SERVED AND SHALL BE MAINTAINED BY SUCH OWNER. IN THE EVENT OF ANY DOUBT OR DISPUTE AS TO WHETHER ANY PORTION OF THE COMMON ELEMENTS CONSTITUTES A LIMITED COMMON ELEMENT OR IN THE EVENT OF ANY QUESTIONS AS TO WHICH UNITS ARE SERVED THEREBY, A DECISION SHALL BE MADE BY A MAJORITY VOTE OF THE BOARD AND SHALL BE BINDING AND CONCLUSIVE WHEN SO MADE.

COACH HOMES I AT TREVISO BAY, A PHASE CONDOMINIUM PHASE 21



FIRST FLOOR

GENERAL NOTES:

1. REFER TO DECLARATION OF CONDOMINIUM FOR DEFINITION AND DESIGNATION OF UNIT BOUNDARY
2. DASHED LINE INDICATES UNIT BOUNDARY
3. DOTTED LINE INDICATES LIMITED COMMON ELEMENT (L.C.E.)
4. EVERYTHING EXTERIOR TO THE UNITS AND LIMITED COMMON ELEMENT (L.C.E.) IS COMMON ELEMENT (C.E.)
5. THERE IS AN AIR CONDITIONING COMPRESSOR LIMITED COMMON ELEMENT (L.C.E.) FOR EACH UNIT LOCATED OUTSIDE OF THE BUILDING.
6. ELEVATIONS ARE BASED ON NATIONAL GEODETIC VERTICAL DATUM, 1929, (NGVD29).
7. THIS EXHIBIT WAS PREPARED FROM ARCHITECTURAL PLANS PREPARED BY: WOOLF & ASSOCIATES, 20020 VETERANS BOULEVARD, PORT CHARLOTTE, FLORIDA

ACTIVITY: INITIALS EXP. 1 NO. DATE TR. APPROVED:

RESEARCH:					
FIELD WORK/CREW CHIEF:					
DRAFTED:					
CHECKED BY:					
FIELD BOOK/PAGE:					

Jan 12, 2012 -- 12:48:35

LTUTLEVA\2156\active\21569999\Trevi\CO\CONDO EXHIBITS\20-126U-CONDO-I-SHT-3.dwg

JOHN F. MALONEY, P.E.M./JFMA403

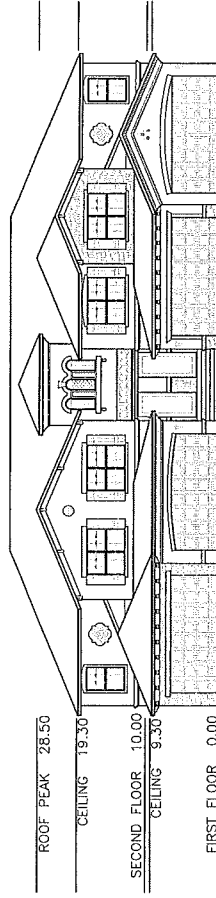
Wilson Miller Stantec
3200 Bailey Ln, Suite 200, Naples, Florida 34105
Phone 239-649-4040 • Fax 239-649-5716 • Web Site www.stantec.com
Certificate of Authorization #43 • Florida License #CC-000070

DESCRIPTION: FIRST AND SECOND FLOOR
UNIT BOUNDARY PLAN AND SCHEMATIC SECTION
COACH HOMES I AT TREVISO BAY,
A PHASE CONDOMINIUM, PHASE 21
OF PART OF TRACT FD-1, VERCELLI,
PLAT BOOK 48, PAGES 11-14, COLLIER COUNTY, FLORIDA

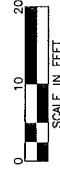
DATE: 01/12
SCALE: 1"=10'
CRIS REFERENCE FILE NO.:

CLIENT: LENNAR HOMES, LLC
PROJECT NO. AND WORK ORDER NO. SHEET NUMBER: 215610779 3 of 3
FILE NO.: 2D-126U

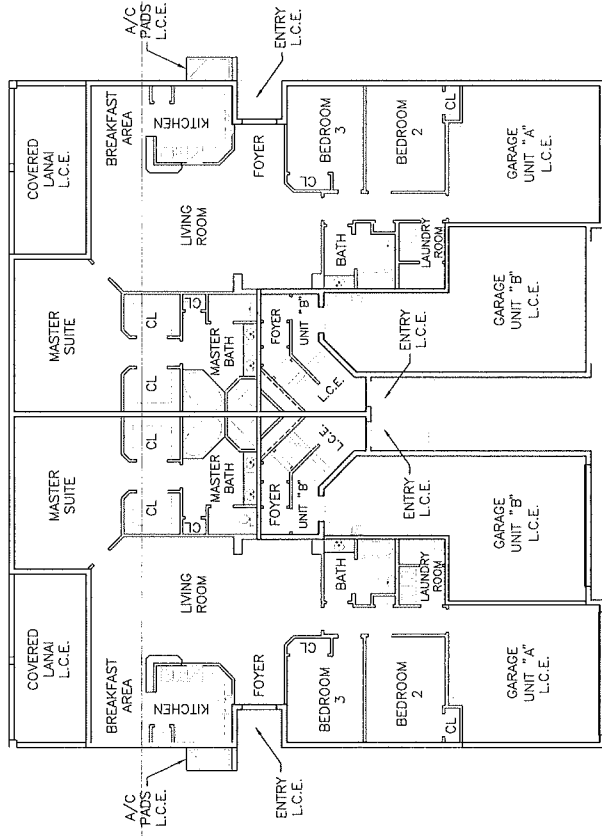
*** NOT A SURVEY ***
IMPROVEMENTS SHOWN HEREON ARE
PROPOSED UNLESS OTHERWISE NOTED



FRONT ELEVATION / SCHEMATIC SECTION



COACH HOMES I AT TREVISO BAY, A PHASE CONDOMINIUM PHASE 21



LEFT HAND

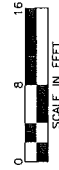
RIGHT HAND

UNIT "A"

FIRST FLOOR

UNIT ROOM SIZE (TYPICAL)

ALL ROOM SIZES ARE APPROXIMATE
MASTER SUITE 19.8'X 14.4'
LIVING ROOM 18.7'X 16'
DINING ROOM 11.6'X 11.4'
BREAKFAST 10'X 7.5'
KITCHEN 10'X 10'
BEDROOM 2 13.1'X 10.4'
BEDROOM 3 13.1'X 10.1'
BATH 9.2'X 7.2'
MASTER BATH 15.2'X 9.8'
LANAI 22'X 9.3'



SCALE IN FEET

ACTIVITY	INITIALS	DATE	APPROVED:
RESEARCH			
FIELD WORK/CREW CHIEF			
DRAWN BY	UMT	4/53	01
CHECKED BY	JPM	2/75	01
FIELD BOOK PAGE			

Jan 12, 2012 - 11:30:14 LUTILEVA\2156\active\275689999\Treviso\CONDO EXHIBITS\2D-126U-CONDO-I-SHT-4.dwg

Wilson Miller Stantec
3200 Bailey Ln, Suite 200, Naples, Florida 34105
Phone 239.438.1111 Fax 239.438.1112
Certificate of Authorization #43 - Florida License #LC-000070

IMPROVEMENTS SHOWN HEREON ARE
PROPOSED UNLESS OTHERWISE NOTED

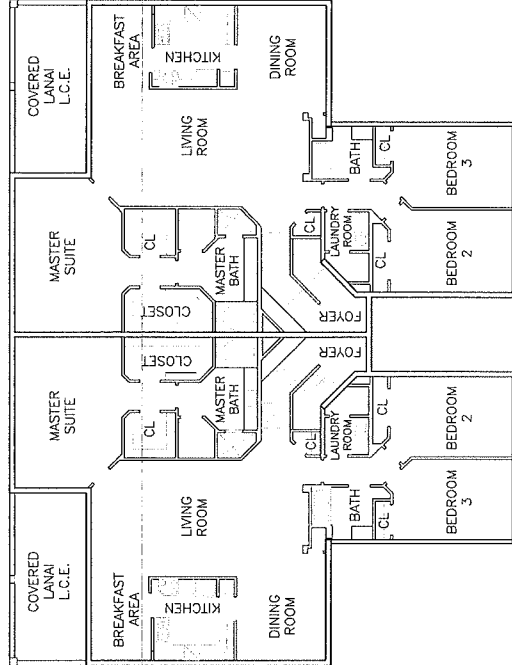
*** NOT A SURVEY ***

DESCRIPTION: FLOOR PLANS
COACH HOMES I AT TREVISO BAY,
A PHASE CONDOMINIUM, PHASE 21
OF 25 TRACT PCD 1000000000
PLAT BOOK 48, PAGES 11-14, COLLIER COUNTY, FLORIDA

DATE:	CL INT:
01/12	
SHEET	
1 OF 10	
BRIS REFERENCE FILE NO.:	

LENNAR HOMES, LLC

PROJECT NO. 2156 WORK ORDER NO. 215610779
SHEET NUMBER 4 OF 10
FILE NO. 2D-126U



LEFT HAND

RIGHT HAND

UNIT "B"

SECOND FLOOR

UNIT ROOM SIZE (TYPICAL)

ALL ROOM SIZES ARE APPROXIMATE
MASTER SUITE 19.7'X 13.9'
LIVING ROOM 27.5'X 15.2'
DINING ROOM 11'X 10.2'
BREAKFAST 11'X 8'
KITCHEN 10.8'X 10.8'
BEDROOM 2 17.2'X 10.9'
BEDROOM 3 16'X 10.3'
BATH 8'X 7'
MASTER BATH 15.8'X 10'
LANAI 22'X 9.3'

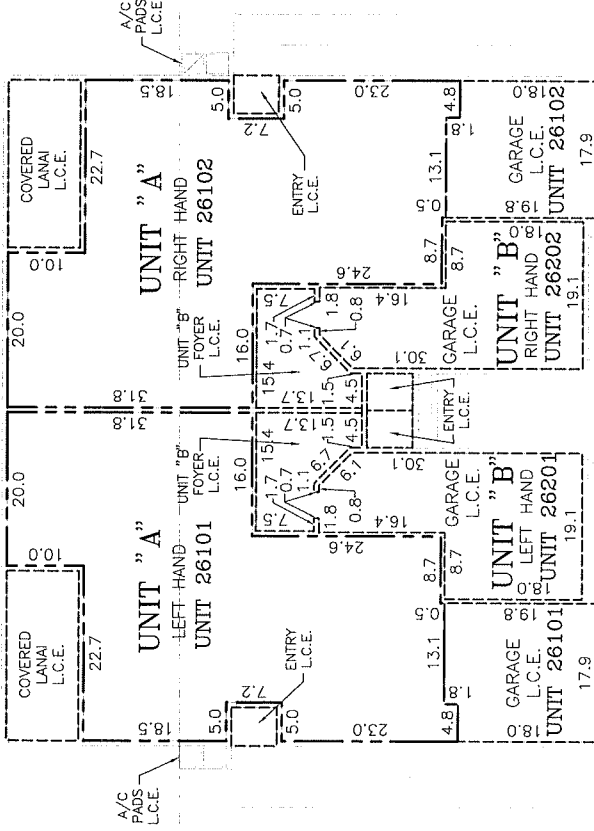
GENERAL NOTES:

1. A/C = AIR CONDITIONING
2. CL = CLOSET
3. L.C.E. = LIMITED COMMON ELEMENT
4. C.E. = COMMON ELEMENT
5. THIS EXHIBIT WAS PREPARED FROM ARCHITECTURAL PLANS PREPARED BY: WOOLF & ASSOCIATES 20020 VETERANS BOULEVARD PORT CHARLOTTE, FLORIDA

**COACH HOMES I AT TREVISO BAY, A PHASE CONDOMINIUM
GENERAL NOTES**

- 3.12. UNITS. THE CONDOMINIUM WILL CONTAINS A TOTAL OF ONE HUNDRED SIXTEEN (116) UNITS IF ALL PHASES ARE SUBMITTED, WHICH ARE LOCATED AND INDIVIDUALLY DESCRIBED HEREIN. THE BOUNDARIES OF EACH UNIT ARE AS FOLLOWS:
- 3.12.1. UPPER AND LOWER BOUNDARIES. THE UPPER AND LOWER BOUNDARIES OF THE UNIT SHALL BE THE FOLLOWING BOUNDARIES EXTENDED TO AN INTERSECTION WITH THE PERIMETRICAL BOUNDARIES;
- 3.12.1.1. UPPER BOUNDARIES. THE HORIZONTAL PLANE OF THE LOWEST SURFACE OF THE UNFINISHED CEILING SLAB.
- 3.12.1.2. LOWER BOUNDARIES. THE HORIZONTAL PLANE OF THE HIGHEST SURFACE OF THE UNFINISHED FLOOR SLAB AND THE INTERIOR STAIRWAY SERVING EACH SECOND FLOOR UNIT.
- 3.12.1.3. INTERIOR WALLS. NO PART OF THE NON-STRUCTURAL INTERIOR PARTITION WALLS WITHIN A UNIT SHALL BE CONSIDERED PART OF THE BOUNDARY OF A UNIT.
- 3.12.2. PERIMETRICAL BOUNDARIES. THE PERIMETRICAL BOUNDARIES OF THE UNIT SHALL BE THE VERTICAL PLANES OF THE BOUNDARY LINES DEFINED AND DEPICTED HEREIN, EXTENDED TO AN INTERSECTION WITH EACH OTHER AND WITH THE UPPER AND LOWER BOUNDARIES. ANY NON-LOADBEARING PORTION OF A PERIMETER WALL INSIDE THE PERIMETRICAL BOUNDARY OF A UNIT SHALL BE DEEMED A PART OF THE UNIT.
- 3.12.3. CERTAIN ITEMS EXCLUSIVELY SERVING A UNIT. IN ADDITION TO THE AREA WITHIN THE PERIMETRICAL AND UPPER AND LOWER BOUNDARIES DESCRIBED ABOVE, EACH UNIT SHALL BE DEEMED TO INCLUDE WITHIN ITS BOUNDARIES THE AIR HANDLING EQUIPMENT (LOCATED ON THE LAND ADJACENT TO THE BUILDING) EXCLUSIVELY SERVING THE UNIT AND ALL FOYERS DOORS, SCREEN DOORS, SCREEN WINDOWS, WINDOWS, GLASS AND ANY OTHER MATERIALS COVERING OPENINGS IN THE EXTERIOR OF THE UNIT, WHICH SERVE THE UNIT EXCLUSIVELY; PROVIDED HOWEVER SCREENING WITHIN THE BOUNDARIES OF A LIMITED COMMON ELEMENT FORMING PART OF A SCREENED PATIO SHALL BE DEEMED A LIMITED COMMON ELEMENT AND SHALL NOT FORM A PART OF A UNIT.
- 3.12.4. COVERED SCREEN LANAIS, DRIVEWAYS AND GARAGES. COVERED SCREENED LANAIS, DRIVEWAYS AND GARAGES, IF ANY SHALL NOT FORM A PART OF A UNIT AS SUCH AREAS ARE LIMITED COMMON ELEMENTS.
- 3.12.5. HEATING/AIR CONDITIONING EQUIPMENT AND WATER HEATER. THE HEATING/AIR CONDITIONING EQUIPMENT AND WATER HEATER SERVING A UNIT SHALL FORM A PART OF THE UNIT WHERE SUCH EQUIPMENT IS LOCATED. THE MAINTENANCE OF ANY SUCH EQUIPMENT SHALL BE THE SOLE RESPONSIBILITY OF THE UNIT BEING SERVED.
- 3.12.6. EXCEPTIONS. ANY PIPING, WIRING, DUCTS OR OTHER UTILITY INSTALLATIONS WHICH ARE LOCATED WITHIN ONE UNIT BUT WHICH SERVICE OTHER UNITS OR THE COMMON ELEMENTS AND THE REINFORCED CONCRETE PORTIONS OF ANY LOAD-BEARING COLUMNS OR WALLS WITHIN A UNIT SHALL BE COMMON ELEMENTS.
- 3.12.7. ENTRANCES. THE ENTRANCE OF EACH UNIT, AS SHOWN HEREIN, SHALL BE A LIMITED COMMON ELEMENT OF THE UNIT WHICH SUCH ENTRANCE EXCLUSIVELY SERVES.
- 3.12.8. GENERAL. IN CASES NOT SPECIFICALLY COVERED ABOVE, AND/OR IN ANY CASE OF CONFLICT OR AMBIGUITY, THE SURVEY OF THE UNITS SHALL CONTROL IN DETERMINING THE BOUNDARIES OF A UNIT, EXCEPT THAT THE PROVISIONS OF SECTIONS 3.12.1 AND 3.12.2 ABOVE SHALL CONTROL UNLESS SPECIFICALLY DEPICTED AND LABELED OTHERWISE ON SUCH SURVEY.
- 3.13. COMMONS ELEMENTS. THE COMMON ELEMENTS INCLUDE:
- 3.13.1. THE PORTIONS OF THE CONDOMINIUM PROPERTY WHICH ARE NOT INCLUDED WITHIN THE UNITS.
- 3.13.2. EASEMENTS THROUGH UNITS FOR CONDUITS, DUCTS, PLUMBING, PIPES, WIRING AND OTHER FACILITIES FOR THE FURNISHING OF UTILITIES AND OTHER SERVICES TO UNITS AND COMMON ELEMENTS.
- 3.13.3. AN EASEMENT OF SUPPORT IN EVERY PORTION OF THE UNIT WHICH CONTRIBUTES TO THE SUPPORT OF THE BUILDING.
- 3.13.4. THE PROPERTY AND INSTALLATIONS REQUIRED FOR THE FURNISHINGS OF UTILITIES AND OTHER SERVICES TO MORE THAN ONE UNIT OR TO THE COMMON ELEMENTS.
- 3.13.5. LIMITED COMMON ELEMENTS: PROVIDED HOWEVER, LIMITED COMMON ELEMENTS ARE NOT ACCESSIBLE BY ALL UNIT OWNERS.
- 3.13.6. FIXTURES OWNED OR HELD FOR THE COMMON USE, BENEFIT AND ENJOYMENT OF ALL UNIT OWNERS IN THE CONDOMINIUM.
- 3.13.7. METER ROOMS, ELECTRICAL ROOMS AND MECHANICAL ROOMS, IF ANY.
- 3.14. LIMITED COMMON ELEMENTS. EACH UNIT SHALL HAVE CERTAIN LIMITED COMMON ELEMENTS APPURTENANT THERETO AS FOLLOWS:
- 3.14.1. COVERED SCREENED LANAIS, INTERIOR STAIRWAYS AND FOYERS. COVERED SCREENED LANAIS, INTERIOR STAIRWAYS AND FOYERS WHICH ARE ACCESSIBLE FROM A UNIT SHALL BE LIMITED COMMON ELEMENTS APPURTENANT TO THE UNIT AND FOR THE EXCLUSIVE USE OF THE UNIT OWNER OWNING SUCH UNIT. THERE IS NO GUARANTEE THAT ANY UNIT SHALL HAVE ANY SPECIFIC VIEW.
- 3.14.2. DRIVEWAYS AND GARAGES. EACH UNIT SHALL BE ENTITLED TO THE EXCLUSIVE USE OF ONE (1) TWO (2) CAR GARAGE THAT IS ASSIGNED TO THAT UNIT HEREIN TOGETHER WITH THE EXCLUSIVE RIGHT OF USE OF ANY DRIVEWAY PAVEMENT LEADING TO ANY GARAGE. SUCH GARAGE MAY NOT BE CONVEYED, ASSIGNED OR ENCUMBERED EXCEPT AS AN APPURTENANCE TO THE UNIT WHICH IT IS ASSIGNED.
- 3.14.3. AIR SPACE AND AREA FOR AIR HANDLING COMPRESSOR EQUIPMENT. THE RIGHT OF EXCLUSIVE USE OF THE AIR SPACE AND AREA OF THE LAND ADJACENT TO EACH UNIT (OR ON THE SLAB ADJACENT TO THE UNIT LOCATED BELOW SUCH UNIT WITH RESPECT TO SECOND FLOOR UNITS) OCCUPIED BY THE AIR HANDLING COMPRESSOR EQUIPMENT CONSTITUTING A PART OF AND SERVING A UNIT SHALL BE A LIMITED COMMON ELEMENT APPURTENANT TO THE UNIT.
- 3.14.4. MAILBOXES. EACH UNIT SHALL BE ASSIGNED ONE (1) MAILBOX (EACH A "MAILBOX"). UPON SUCH ASSIGNMENT, THE MAILBOX SO ASSIGNED SHALL BE DEEMED A LIMITED COMMON ELEMENT OF THE UNIT AND THE UNIT OWNER'S RIGHT TO USE SUCH MAILBOX SHALL BECOME AN APPURTENANCE TO THE UNIT. THE EXCLUSIVE USE OF ANY SUCH MAIL BOX MAY NOT BE CONVEYED OR ASSIGNED TO ANOTHER UNIT OR UNIT OWNER.
- 3.14.5. OTHER. ANY OTHER PORTION OF THE COMMON ELEMENTS WHICH, BY ITS NATURE, CANNOT SERVE ALL UNITS BUT SERVES ONE (1) UNIT OR MORE THAN (1) UNIT, SHALL BE DEEMED A LIMITED COMMON ELEMENT OF THE UNIT(S) SERVED AND SHALL BE MAINTAINED BY SUCH OWNER. IN THE EVENT OF ANY DOUBT OR DISPUTE AS TO WHETHER ANY PORTION OF THE COMMON ELEMENTS CONSTITUTES A LIMITED COMMON ELEMENT OR IN THE EVENT OF ANY QUESTIONS AS TO WHICH UNITS ARE SERVED THEREBY, A DECISION SHALL BE MADE BY A MAJORITY VOTE OF THE BOARD AND SHALL BE BINDING AND CONCLUSIVE WHEN SO MADE.

COACH HOMES I AT TREVISO BAY, A PHASE CONDOMINIUM PHASE 22



DRIVE L.C.E. DRIVE L.C.E. DRIVE L.C.E. DRIVE L.C.E.

FIRST FLOOR

GENERAL NOTES:

1. REFER TO DECLARATION OF CONDOMINIUM FOR DEFINITION AND DESIGNATION OF UNIT BOUNDARY.
2. EVERYTHING EXTERIOR TO THE UNIT BOUNDARY INDICATES UNIT BOUNDARY.
3. ELEMENT (L.C.E.) IS COMMON ELEMENT (L.C.E.).
4. THERE IS AN AIR CONDITIONING COMPRESSOR LIMITED COMMON ELEMENT (L.C.E.) FOR EACH UNIT LOCATED OUTSIDE OF THE BUILDING.
5. ELEVATIONS ARE BASED ON NATIONAL GEODETIC VERTICAL DATUM, 1929, (NGVD29).
6. THIS EXHIBIT WAS PREPARED FROM ARCHITECTURAL PLANS PREPARED BY: NICK ASSOCIATES, 20020 VETERANS BOULEVARD, PORT CHARLOTTE, FLORIDA

ACTIVITY	INITIALS	DATE	APPROVED:
RESEARCH			
FIELD WORK/DRAWING			
DRAWN BY:	JPM	01/03/12	
CHECKED BY:	JPM	01/03/12	
FIELD BOOK/PAGE			

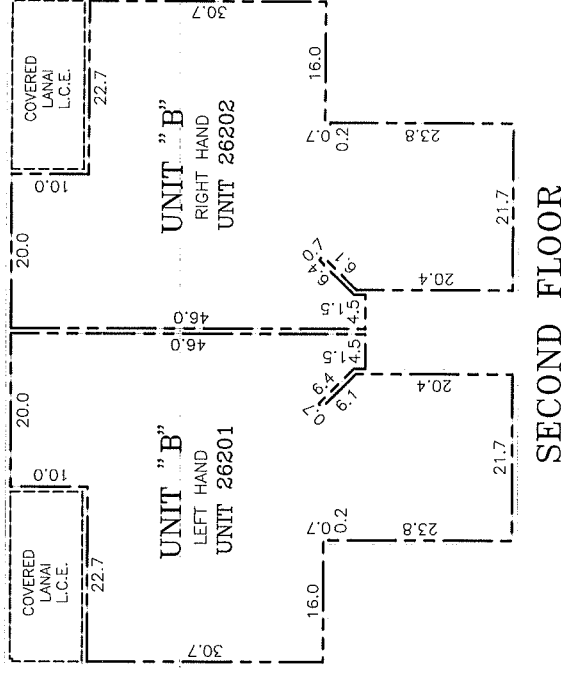
Cap. m...

Wilson Miller Stantec
3000 Bailey Ln., Suite 200, Naples, Florida 34105
Phone 239-648-4400 • Fax 239-648-5776 • Web Site: www.stantec.com
Certificate of Authorization No. F0000070

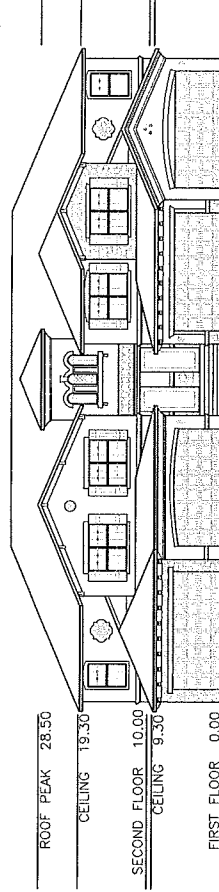
DESCRIPTION: FIRST AND SECOND FLOOR
UNIT BOUNDARY PLAN AND SCHEMATIC SECTION
COACH HOMES I AT TREVISO BAY,
A PHASE CONDOMINIUM, PHASE 22
OF PART OF TRACT FD-11, VERCELLI,
PLAT BOOK 48, PAGES 11-14, COLLIER COUNTY, FLORIDA

DATE: 01/12
SCALE: 1"=10'

CLIENT: LENNAR HOMES, LLC
PROJECT NO. AND WORK ORDER NO. PROJECT NUMBER: 215610779
FILE NO.: 2D-126V



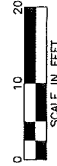
DRIVE L.C.E. DRIVE L.C.E.



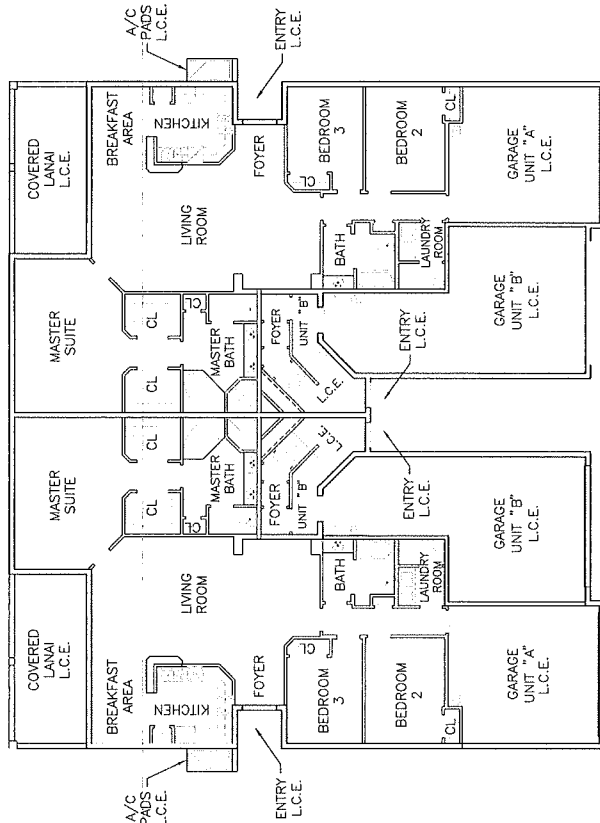
FRONT ELEVATION / SCHEMATIC SECTION

IMPROVEMENTS SHOWN HEREON ARE PROPOSED UNLESS OTHERWISE NOTED

*** NOT A SURVEY ***



COACH HOMES I AT TREVISO BAY, A PHASE CONDOMINIUM PHASE 22



LEFT HAND RIGHT HAND

UNIT "A"

FIRST FLOOR

UNIT	ROOM	SIZE (TYPICAL)
UNIT "A"	ALL ROOM SIZES ARE APPROXIMATE	
UNIT "A"	MASTER SUITE	19.8'X 14.4'
UNIT "A"	LIVING ROOM	18.7'X 16'
UNIT "A"	DINING ROOM	11.6'X 11.4'
UNIT "A"	BREAKFAST	10'X 7.5'
UNIT "A"	KITCHEN	10'X 10'
UNIT "A"	BEDROOM 2	13.1'X 10.4'
UNIT "A"	BEDROOM 3	13.1'X 10.1'
UNIT "A"	BATH	9.2'X 7.2'
UNIT "A"	MASTER BATH	15.2'X 9.8'
UNIT "A"	LAUNAI	22'X 9.3'



SCALE IN FEET

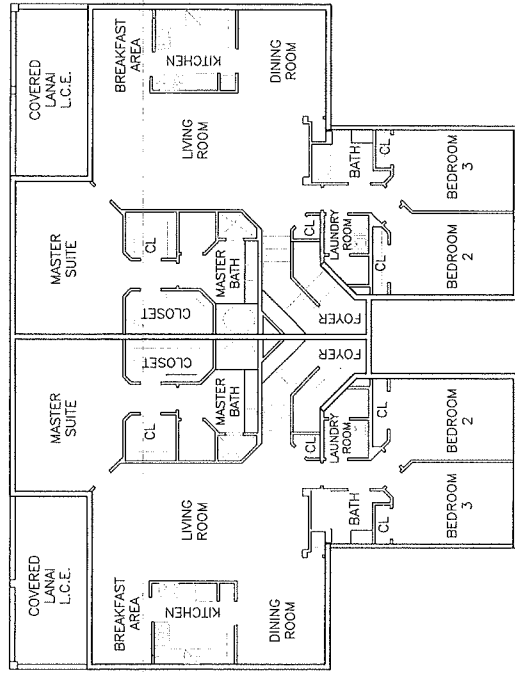
ACTIVITY	INITIALS	DATE	APPROVED
RESEARCH			
FIELD WORK/DEPT CHIEF			
CHECKED BY:	UT	453	01 03 12
FIELD BOOK/PAGE	UT	275	01 03 12

Cap. Man
JOHN P. VAUGHNEY, P.S.M./JLS/463

WilsonMiller Stantec
2500 Bayview Ln., Suite 200, Tampa, Florida 33606
Phone 208-449-0400 Fax 208-449-0700 Web Site www.wilsonmiller.com
Certificate of Authorization #43 - Florida License #C-C00070

DESCRIPTION: FLOOR PLANS
COACH HOMES I AT TREVISO BAY,
A PHASE CONDOMINIUM, PHASE 22
OF PART OF TRACT PD-1, VERCELLI
PLAT BOOK 48, PAGES 11-14, COLLIER COUNTY, FLORIDA

DATE: 01/12/12
SCALE: 1"=10'
CLIENT: LENNAR HOMES, LLC
PROJECT NO. AND WWW ORDER NO. PROJECT NUMBER: 215610779
FILE NO.: 2D-126V



LEFT HAND RIGHT HAND

UNIT "B"

SECOND FLOOR

UNIT	ROOM	SIZE (TYPICAL)
UNIT "B"	ALL ROOM SIZES ARE APPROXIMATE	
UNIT "B"	MASTER SUITE	19.7'X 13.9'
UNIT "B"	LIVING ROOM	27.5'X 15.2'
UNIT "B"	DINING ROOM	11'X 10.2'
UNIT "B"	BREAKFAST	11'X 8'
UNIT "B"	KITCHEN	10.8'X 10.8'
UNIT "B"	BEDROOM 2	17.2'X 10.9'
UNIT "B"	BEDROOM 3	16'X 10.3'
UNIT "B"	BATH	8'X 7'
UNIT "B"	MASTER BATH	15.8'X 10'
UNIT "B"	LAUNAI	22'X 9.3'

GENERAL NOTES:

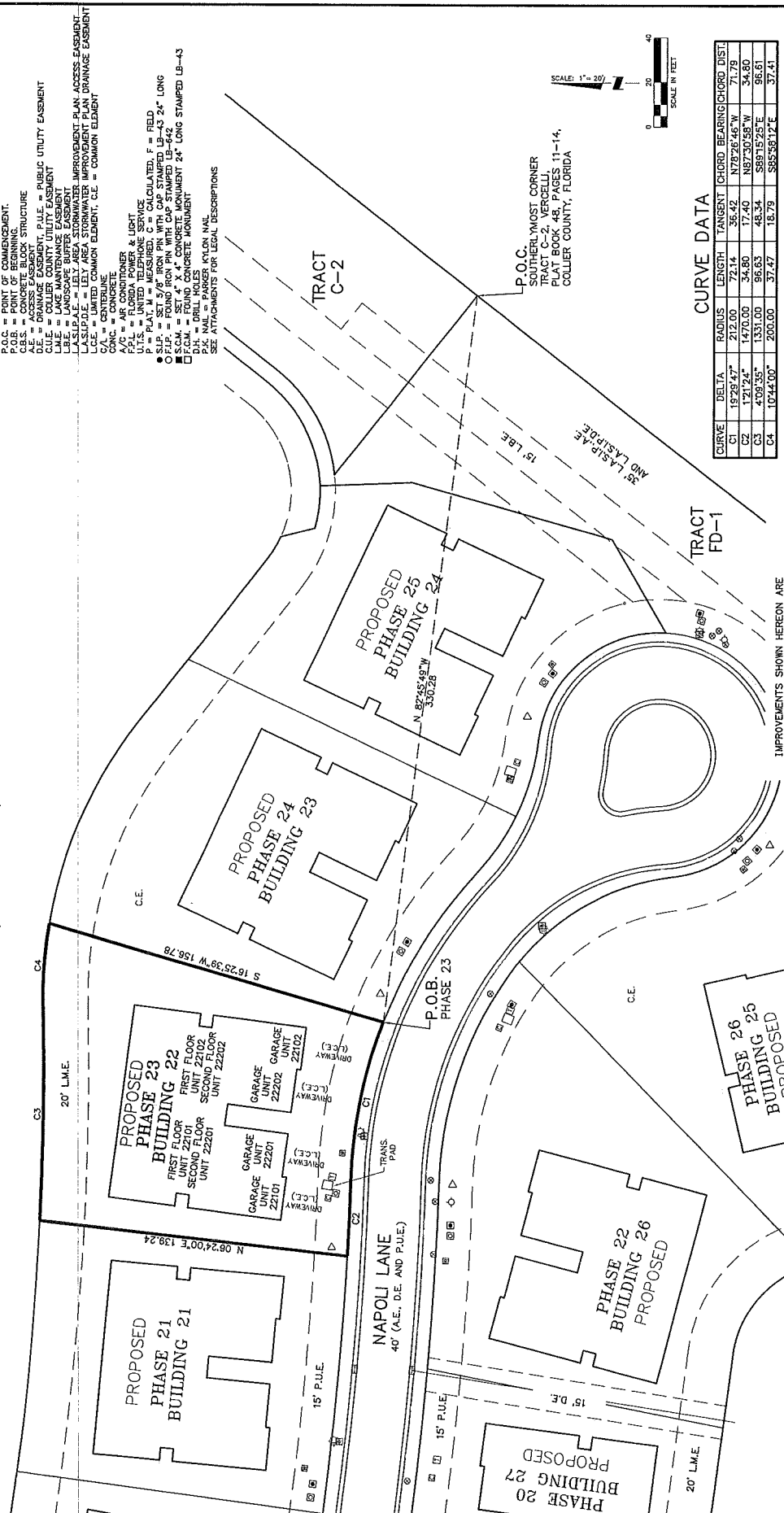
1. A/C = AIR CONDITIONING
2. CL = CLOSET
3. L.C.E. = LIMITED COMMON ELEMENT
4. C.E. = COMMON ELEMENT
5. THIS EXHIBIT WAS PREPARED FROM ARCHITECTURAL PLANS PREPARED BY: WOOLFE & ASSOCIATES 20020 VETERANS BOULEVARD PORT CHARLOTTE, FLORIDA

IMPROVEMENTS SHOWN HEREON ARE PROPOSED UNLESS OTHERWISE NOTED

*** NOT A SURVEY ***

COACH HOMES I AT TREVISO BAY, A PHASE CONDOMINIUM PHASE 23

TRACT L-5
(LAKE, L.M.E. AND D.E.)



CURVE DATA

CURVE	DELTA	RADIUS	LENGTH	TANGENT	CHORD	CHORD DIST.
C1	1928.47°	212.00	72.14	35.42	N78°26'46"W	71.79
C2	121°24'	1470.00	34.80	17.40	N87°30'58"W	34.80
C3	4°09'35"	1331.00	96.63	48.34	S89°15'25"E	96.61
C4	10744°00"	200.00	37.47	18.79	S85°58'12"E	37.41

- GENERAL NOTES:**
- BEARINGS ARE BASED ON THE WEST LINE OF TRACT C-2, OF SAID PLAT OF RECORD, BEING SOUTH 05°07'45"E WEST 150.00 FEET TO THE POINT OF BEGINNING, AND DISTANCES ARE IDENTICAL WITH PLAT VALUES.
 - DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.
 - UNDERGROUND UTILITIES ARE SHOWN BY DASHED LINES.
 - ELEVATIONS ARE BASED ON NATIONAL GEODETIC VERTICAL DATUM.
 - USGS (SOUNDINGS) OF THE LAND DESCRIBED ARE FOR REFERENCE USE ONLY AND WERE NOT SURVEYED.
 - UNDERGROUND FOOTERS, ROOF OVERHANGS AND STUCCO FINISH WERE NOT SURVEYED AND ARE SHOWN BY DASHED LINES.
 - P.O.B. = PERMANENT REFERENCE POINT
 - P.O.C. = POINT OF COMMENCEMENT
 - P.O.E. = POINT OF BEGINNING
 - A.E. = ACCESS EASEMENT
 - D.E. = DRAINAGE EASEMENT, P.U.E. = PUBLIC UTILITY EASEMENT
 - L.M.E. = LAKE MAINTENANCE EASEMENT
 - L.S.E. = LANDSCAPE BUFFER EASEMENT
 - L.A.S.L.P.A.E. = 15' AREA STORMWATER IMPROVEMENT PLAN DRAINAGE EASEMENT
 - L.C.E. = LIMITED COMMON ELEMENT, C.E. = COMMON ELEMENT
 - C.A. = CONTIGUOUS
 - A/C = AIR CONDITIONER
 - F.P.L. = FLORIDA POWER & LIGHT
 - P.L. = PLANT, M. = MEASURED, C. = CALCULATED, F. = FIELD
 - S.L.P. = SET 5/8" IRON PIN WITH CAP STAMPED LB-43 24" LONG
 - O.F.P. = FOUND IRON PIN WITH CAP STAMPED LB-642
 - F.C.M. = FOUND CONCRETE MONUMENT
 - D.H. = DRILL HOLES 4" X 1/8" NAIL
 - M.P. = MARKED POINT
 - SEE ATTACHMENTS FOR LEGAL DESCRIPTIONS

- WATER METER
- IRRIGATION METER
- WATER VALVE
- WATER STUB-OUT
- YARD DRAIN
- GRATE INLET
- HAND HOLE
- ELECTRIC PANEL
- GAS
- TRANSFORMER PAD
- UNDERGROUND CLEAN-OUT
- SANITARY CLEAN-OUT
- SANITARY MANHOLE

WISNOMILLER & STANTEC
Professional Engineer
No. 12500, State of Florida
Phone 336-4400, Fax 336-4520, Website: www.wisnomiller.com
Certificate of Authorization No. 12500, License No. 12500

IMPROVEMENTS SHOWN HEREON ARE PROPOSED UNLESS OTHERWISE NOTED

DESCRIPTION: PLOT PHASE 23, COACH PHASE CONDOMINIUM, BEING A PART OF TRACT FD-1, VERCELLI, PLAT BOOK 48, PAGES 11-14, COLLIER COUNTY, FLORIDA

CLIENT: LENNAR HOMES, LLC

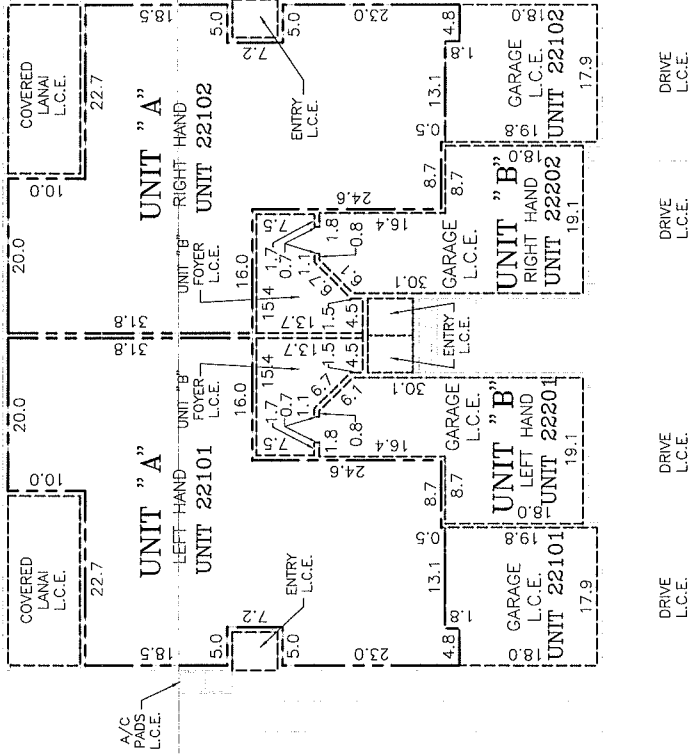
DATE: 12-22-10

SCALE: 1" = 20'

**COACH HOMES I AT TREVISO BAY, A PHASE CONDOMINIUM
GENERAL NOTES**

- 3.12. UNITS. THE CONDOMINIUM WILL CONTAINS A TOTAL OF ONE HUNDRED SIXTEEN (116) UNITS IF ALL PHASES ARE SUBMITTED, WHICH ARE LOCATED AND INDIVIDUALLY DESCRIBED HEREIN. THE BOUNDARIES OF EACH UNIT ARE AS FOLLOWS:
- 3.12.1. UPPER AND LOWER BOUNDARIES. THE UPPER AND LOWER BOUNDARIES OF THE UNIT SHALL BE THE FOLLOWING BOUNDARIES EXTENDED TO AN INTERSECTION WITH THE PERIMETRICAL BOUNDARIES;
- 3.12.1.1. UPPER BOUNDARIES. THE HORIZONTAL PLANE OF THE LOWEST SURFACE OF THE UNFINISHED CEILING SLAB.
- 3.12.1.2. LOWER BOUNDARIES. THE HORIZONTAL PLANE OF THE HIGHEST SURFACE OF THE UNFINISHED FLOOR SLAB AND THE INTERIOR STAIRWAY SERVING EACH SECOND FLOOR UNIT.
- 3.12.1.3. INTERIOR WALLS. NO PART OF THE NON-STRUCTURAL INTERIOR PARTITION WALLS WITHIN A UNIT SHALL BE CONSIDERED PART OF THE BOUNDARY OF A UNIT.
- 3.12.2. PERIMETRICAL BOUNDARIES. THE PERIMETRICAL BOUNDARIES OF THE UNIT SHALL BE THE VERTICAL PLANES OF THE BOUNDARY LINES DEFINED AND DEPICTED HEREIN, EXTENDED TO AN INTERSECTION WITH EACH OTHER AND WITH THE UPPER AND LOWER BOUNDARIES. ANY NON-LOADBEARING PORTION OF A PERIMETER WALL INSIDE THE PERIMETRICAL BOUNDARY OF A UNIT SHALL BE DEEMED A PART OF THE UNIT.
- 3.12.3. CERTAIN ITEMS EXCLUSIVELY SERVING A UNIT. IN ADDITION TO THE AREA WITHIN THE PERIMETRICAL AND UPPER AND LOWER BOUNDARIES DESCRIBED ABOVE , EACH UNIT SHALL BE DEEMED TO INCLUDE WITHIN ITS BOUNDARIES THE AIR HANDLING EQUIPMENT (LOCATED ON THE LAND ADJACENT TO THE BUILDING) EXCLUSIVELY SERVING THE UNIT AND ALL FOYERS DOORS, SCREEN DOORS, SCREEN WINDOWS, WINDOWS, GLASS AND ANY OTHER MATERIALS COVERING OPENINGS IN THE EXTERIOR OF THE UNIT, WHICH SERVE THE UNIT EXCLUSIVELY; PROVIDED HOWEVER SCREENING WITHIN THE BOUNDARIES OF A LIMITED COMMON ELEMENT FORMING PART OF A SCREENED PATIO SHALL BE DEEMED A LIMITED COMMON ELEMENT AND SHALL NOT FORM A PART OF A UNIT.
- 3.12.4. COVERED SCREEN LANAIS, DRIVEWAYS AND GARAGES. COVERED SCREENED LANAIS, DRIVEWAYS AND GARAGES, IF ANY SHALL NOT FORM A PART OF A UNIT AS SUCH AREAS ARE LIMITED COMMON ELEMENTS.
- 3.12.5. HEATING/AIR CONDITIONING EQUIPMENT AND WATER HEATER. THE HEATING/AIR CONDITIONING EQUIPMENT AND WATER HEATER SERVING A UNIT SHALL FORM A PART OF THE UNIT WHERE SUCH EQUIPMENT IS LOCATED. THE MAINTENANCE OF ANY SUCH EQUIPMENT SHALL BE THE SOLE RESPONSIBILITY OF THE UNIT BEING SERVED.
- 3.12.6. EXCEPTIONS. ANY PIPING, WIRING, DUCTS OR OTHER ULILITY INSTALLATIONS WHICH ARE LOCATED WITHIN ONE UNIT BUT WHICH SERVICE OTHER UNITS OR THE COMMON ELEMENTS AND THE REINFORCED CONCRETE PORTIONS OF ANY LOAD-BEARING COLUMNS OR WALLS WITHIN A UNIT SHALL BE COMMON ELEMENTS.
- 3.12.7. ENTRANCES. THE ENTRANCE OF EACH UNIT, AS SHOWN HEREIN, SHALL BE A LIMITED COMMON ELEMENT OF THE UNIT WHICH SUCH ENTRANCE EXCLUSIVELY SERVES.
- 3.12.8. GENERAL. IN CASES NOT SPECIFICALLY COVERED ABOVE, AND/OR IN ANY CASE OF CONFLICT OR AMBIGUITY, THE SURVEY OF THE UNITS SHALL CONTROL IN DETERMINING THE BOUNDARIES OF A UNIT, EXCEPT THAT THE PROVISIONS OF SECTIONS 3.12.1 AND 3.12.2 ABOVE SHALL CONTROL UNLESS SPECIFICALLY DEPICTED AND LABELED OTHERWISE ON SUCH SURVEY.
- 3.13. COMMONS ELEMENTS. THE COMMON ELEEMTS INCLUDE:
- 3.13.1. THE PORTIONS OF THE CONDOMINIUM PROPERTY WHICH ARE NOT INCLUDED WITHIN THE UNITS.
- 3.13.2. EASEMENTS THROUGH UNITS FOR CONDUITS, DUCTS, PLUMBING, PIPES, WIRING AND OTHER FACILITIES FOR THE FURNISHING OF UTILITIES AND OTHER SERVICES TO UNITS AND COMMON ELEMENTS.
- 3.13.3. AN EASEMENT OF SUPPORT IN EVERY PORTION OF THE UNIT WHICH CONTRIBUTES TO THE SUPPORT OF THE BUILDING.
- 3.13.4. THE PROPERTY AND INSTALLATIONS REQUIRED FOR THE FURNISHINGS OF UTILITES AND OTHER SERVICES TO MORE THAN ONE UNIT OR TO THE COMMON ELEMENTS.
- 3.13.5. LIMITED COMMON ELEMENTS: PROVIDED HOWEVER, LIMITED COMMON ELEMENTS ARE NOT ACCESSIBLE BY ALL UNIT OWNERS.
- 3.13.6. FIXTURES OWNED OR HELD FOR THE COMMON USE, BENEFIT AND ENJOYMENT OF ALL UNIT OWNERS IN THE CONDOMINIUM.
- 3.13.7. METER ROOMS, ELECTRICAL ROOMS AND MECHANICAL ROOMS, IF ANY.
- 3.14. LIMITED COMMON ELEMENTS. EACH UNIT SHALL HAVE CERTAIN LIMITED COMMON ELEMENTS APPURTENANT THERETO AS FOLLOWS:
- 3.14.1. COVERED SCREENED LANAIS, INTERIOR STAIRWAYS AND FOYERS. COVERED SCREENED LANAIS, INTERIOR STAIRWAYS AND FOYERS WHICH ARE ACCESSIBLE FROM A UNIT SHALL BE LIMITED COMMON ELEMENTS APPUTRTENT TO THE UNIT AND FOR THE EXCLUSIVE USE OF THE UNIT OWNER OWNING SUCH UNIT. THERE IS NO GUARANTEE THAT ANY UNIT SHALL HAVE ANY SPECIFIC VIEW.
- 3.14.2. DRIVEWAYS AND GARAGES. EACH UNIT SHALL BE ENTITLED TO THE EXCLUSIVE USE OF ONE (1) TWO (2) CAR GARAGE THAT IS ASSIGNED TO THAT UNIT HEREIN TOGETHER WITH THE EXCLUSIVE RIGHT OF USE OF ANY DRIVEWAY PAVEMENT LEADING TO ANY GARAGE. SUCH GARAGE MAY NOT BE CONVEYED, ASSIGNED OR ENCUMBERED EXCEPT AS AN APPURTENANCE TO THE UNIT WHICH IT IS ASSIGNED.
- 3.14.3. AIR SPACE AND AREA FOR AIR HANDLING COMPRESSOR EQUIPMENT. THE RIGHT OF EXCLUSIVE USE OF THE AIR SPACE AND AREA OF THE LAND ADJACENT TO EACH UNIT (OR ON THE SLAB ADJACENT TO THE UNIT LOCATED BELOW SUCH UNIT WITH RESPECT TO SECOND FLOOR UNITS) OCCUPIED BY THE AIR HANDLING COMPRESSOR EQUIPMENT CONSTITUTING A PART OF AND SERVING A UNIT SHALL BE A LIMITED COMMON ELEMENT APPURTENANT TO THE UNIT.
- 3.14.4. MAILBOXES. EACH UNIT SHALL BE ASSIGNED ONE (1) MAILBOX (EACH A "MAILBOX"). UPON SUCH ASSIGNMENT, THE MAILBOX SO ASSIGNED SHALL BE DEEMED A LIMITED COMMON ELEMENT OF THE UNIT AND THE UNIT OWNER'S RIGHT TO USE SUCH MAILBOX SHALL BECOME AN APPURTENANCE TO THE UNIT. THE EXCLUSIVE USE OF ANY SUCH MAIL BOX MAY NOT BE CONVETED OR ASSIGNED TO ANOTHER UNIT OR UNIT OWNER.
- 3.14.5. OTHER. ANY OTHER PORTION OF THE COMMON ELEMENTS WHICH, BY ITS NATURE, CANNOT SERVE ALL UNITS BUT SERVES ONE (1) UNIT OR MORE THAN (1) UNIT, SHALL BE DEEMED A LIMITED COMMON ELEMENT OF THE UNIT(S) SERVED AND SHALL BE MAINTANED BY SUCH OWNER. IN THE EVENT OF ANY DOUBT OR DISPUTE AS TO WETHER ANY PORTION OF THE COMMON ELEMENTS CONSTITUTES A LIMITED COMON ELEMENT OR IN THE EVENT OF ANY QUESTIONS AS TO WHICH UNITS ARE SERVED THEREBY, A DECISION SHALL BE MADE BY A MAJORITY VOTE OF THE BOARD AND SHALL BE BINDING AND CONCLUSIVE WHEN SO MADE.

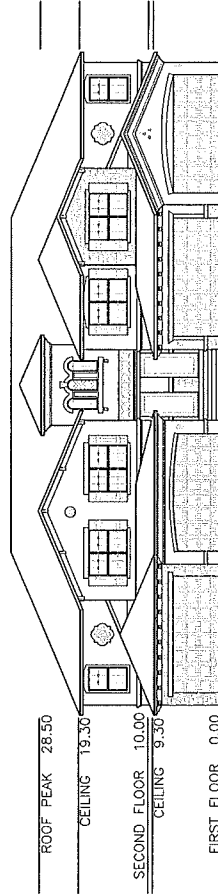
COACH HOMES I AT TREVISO BAY, A PHASE CONDOMINIUM PHASE 23



FIRST FLOOR

GENERAL NOTES:

1. REFER TO DECLARATION OF CONDOMINIUM FOR DEFINITION AND DESIGNATION OF UNIT BOUNDARY
2. DASHED LINE INDICATES UNIT BOUNDARY
3. DOTTED LINE INDICATES LIMITED COMMON ELEMENT (L.C.E.)
4. EVERYTHING EXTERIOR TO THE UNITS AND LIMITED COMMON ELEMENT (L.C.E.) IS COMMON ELEMENT (C.E.)
5. THERE IS AN AIR CONDITIONING COMPRESSOR LIMITED COMMON ELEMENT (L.C.E.) FOR EACH UNIT LOCATED OUTSIDE OF THE BUILDING.
6. ELEVATIONS ARE BASED ON NATIONAL GEODETIC VERTICAL DATUM, 1929, (NGVD29).
7. THIS EXHIBIT WAS PREPARED FROM ARCHITECTURAL PLANS PREPARED BY: WOOLF & ASSOCIATES 20020 VETERANS BOULEVARD PORT CHARLOTTE, FLORIDA



FRONT ELEVATION / SCHEMATIC SECTION

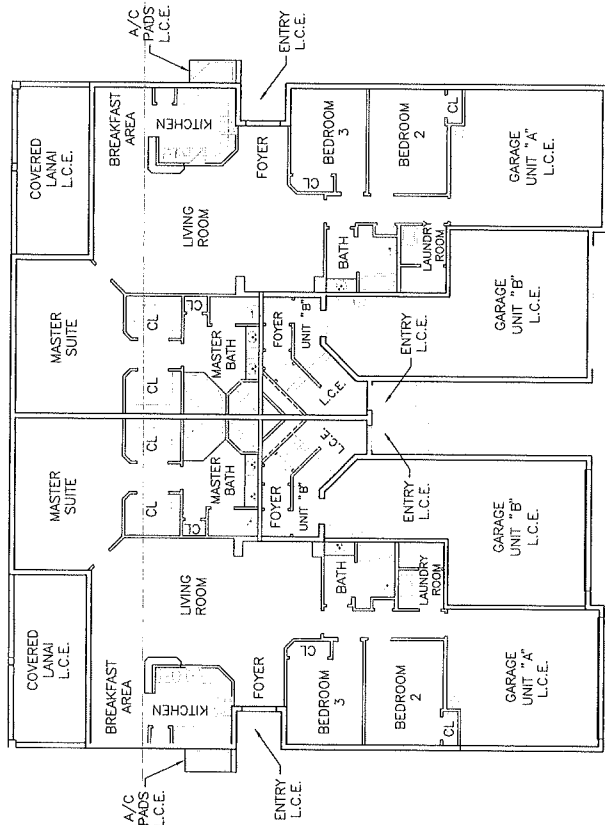
IMPROVEMENTS SHOWN HEREON ARE PROPOSED UNLESS OTHERWISE NOTED

*** NOT A SURVEY ***

ACTIVITY	INITIALS	EXP. #	NO.	DATE	APPROVED:	DATE	CLIENT:	DESCRIPTION: FIRST AND SECOND FLOOR BOUNDARY PLAN AND SCHEMATIC SECTION COACH HOMES I AT TREVISO BAY, A PHASE CONDOMINIUM, PHASE 23 OF PART OF TRACT FD-1, VERCELLI, PLAT BOOK 46, PAGES 11-14, COLLIER COUNTY, FLORIDA	PROJECT NO. AND WORK ORDER NO. SHEET NUMBER	FILE NO.:
RESEARCH						01/12	LENAR HOMES, LLC		215610779	2D-126W
DRAFTED						1"=10'				
CHECKED BY:										
FIELD BOOK/PAGE										

Jan 12, 2012 - 12:51:08 L:\TUTLEVA\2156\active\215699999\Trevise\CONDO-1-SHT-3.dwg

COACH HOMES I AT TREVISO BAY, A PHASE CONDOMINIUM PHASE 23



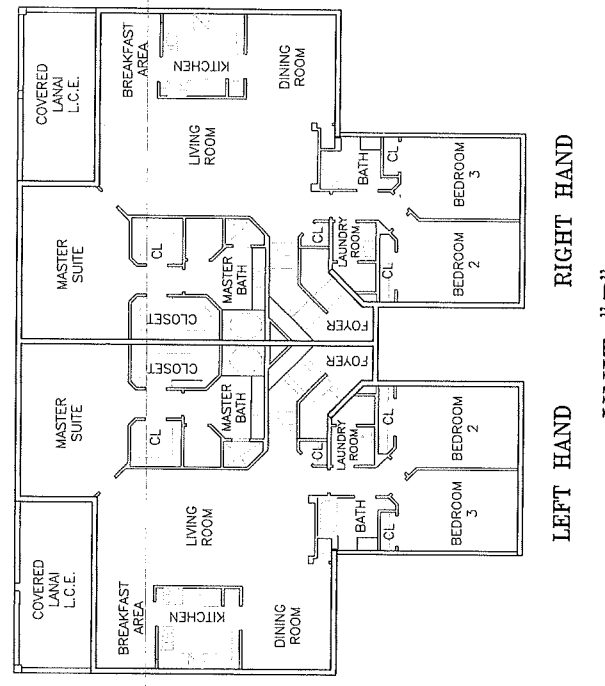
LEFT HAND RIGHT HAND

UNIT "A" FIRST FLOOR

UNIT ROOM SIZE (TYPICAL)

ALL ROOM SIZES ARE APPROXIMATE

MASTER SUITE	18'7" X 14'4"
LIVING ROOM	11'6" X 11'4"
DINING ROOM	10' X 7'5"
BREAKFAST	10' X 10'
KITCHEN	13'1" X 10'4"
BEDROOM 2	13'1" X 10'1"
BEDROOM 3	13'1" X 10'1"
BATH	9'2" X 7'2"
MASTER BATH	15'2" X 9'8"
LANAI	22' X 9'3"



LEFT HAND RIGHT HAND

UNIT "B" SECOND FLOOR

UNIT ROOM SIZE (TYPICAL)

ALL ROOM SIZES ARE APPROXIMATE

MASTER SUITE	19'7" X 13'9"
LIVING ROOM	27'5" X 15'2"
DINING ROOM	11' X 8'0"
BREAKFAST	11' X 8'0"
KITCHEN	10'8" X 10'8"
BEDROOM 2	17'2" X 10'9"
BEDROOM 3	16' X 10'3"
BATH	8' X 7'
MASTER BATH	15'8" X 10'
LANAI	22' X 9'3"

- GENERAL NOTES:
1. A/C = AIR CONDITIONING
 2. CL = CLOSET
 3. L.C.E. = LIMITED COMMON ELEMENT
 4. C.E. = COMMON ELEMENT
 5. THIS EXHIBIT WAS PREPARED FROM ARCHITECTURAL PLANS PREPARED BY: WOOLF & ASSOCIATES 20020 VETERANS BOULEVARD PORT CHARLOTTE, FLORIDA

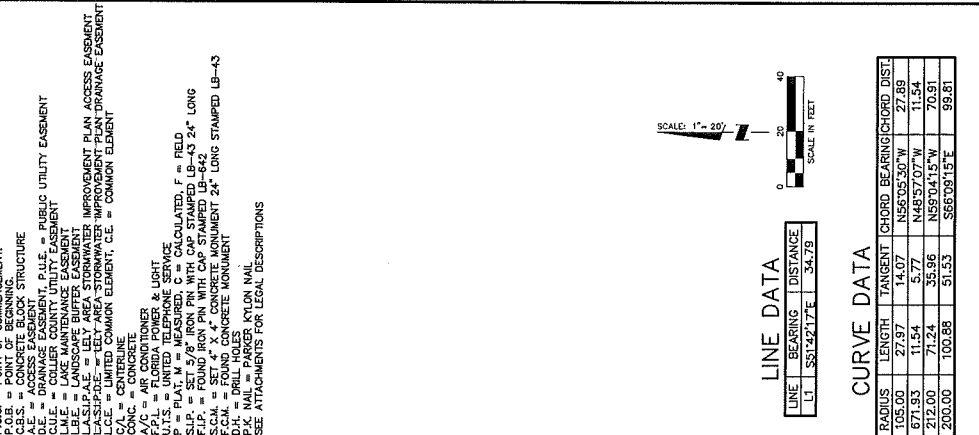
IMPROVEMENTS SHOWN HEREON ARE PROPOSED UNLESS OTHERWISE NOTED

*** NOT A SURVEY ***

Wilson Miller Stantec 3200 Bailey Ln, Suite 200, Naples, Florida 34105 Phone 239-434-1100 Fax 239-434-1101 Certificate of Authorization #43 - Florida License #C-000070		LENNAR HOMES, LLC PROJECT NO. AND WORK ORDER NO. SHEET NUMBER 215610779 4 OF 4 FILE NO.: 2D-126W	
ACTIVITY REVISION FIELD WORK/DRAWING CHIEF DRAFTED BY CHECKED BY FIELD BOOK/PAGE		DATE 01/12 SCALE 1" = 10' CROSS REFERENCE FILE NO.: 215610779	
APPROVED: J. P. VALENCY, P.S.M. (54183)		DESCRIPTION: FLOOR PLANS COACH HOMES I AT TREVISO BAY, A PHASE CONDOMINIUM, PHASE 23 OF PART OF TRACT FD-1, VERCELLO, PLAT BOOK 46, PAGES 11-14, COLLIER COUNTY, FLORIDA	

BEARINGS ARE BASED ON THE WEST LINE OF TRACT C-2, OF SAND PLANT OF VERCELLI, BEING SOUTH 07°55'20" EAST.

- P.C.P. ■ PERMANENT CONTROL POINT
- P.R.M. ■ PERMANENT REFERENCE MONUMENT
- R.O.W. ■ RIGHT-OF-WAY
- P.O.C. ■ POINT OF COMMENCEMENT



0 20 40
SCALE IN FEET

1

--	--

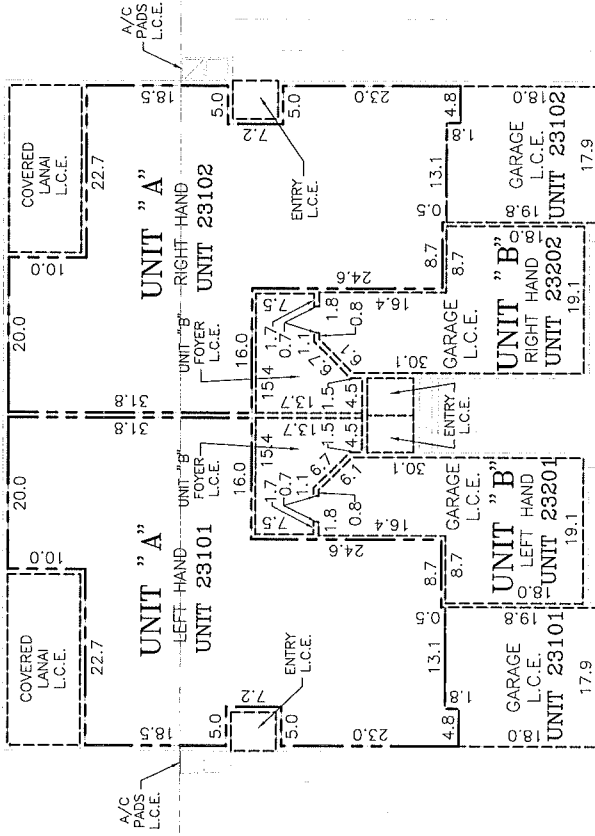
FILE NO. 1

10-126X

**COACH HOMES I AT TREVISO BAY, A PHASE CONDOMINIUM
GENERAL NOTES**

- 3.12. UNITS. THE CONDOMINIUM WILL CONTAINS A TOTAL OF ONE HUNDRED SIXTEEN (116) UNITS IF ALL PHASES ARE SUBMITTED, WHICH ARE LOCATED AND INDIVIDUALLY DESCRIBED HEREIN. THE BOUNDARIES OF EACH UNIT ARE AS FOLLOWS:
- 3.12.1. UPPER AND LOWER BOUNDARIES. THE UPPER AND LOWER BOUNDARIES OF THE UNIT SHALL BE THE FOLLOWING BOUNDARIES EXTENDED TO AN INTERSECTION WITH THE PERIMETRICAL BOUNDARIES;
- 3.12.1.1. UPPER BOUNDARIES. THE HORIZONTAL PLANE OF THE LOWEST SURFACE OF THE UNFINISHED CEILING SLAB.
- 3.12.1.2. LOWER BOUNDARIES. THE HORIZONTAL PLANE OF THE HIGHEST SURFACE OF THE UNFINISHED FLOOR SLAB AND THE INTERIOR STAIRWAY SERVING EACH SECOND FLOOR UNIT.
- 3.12.1.3. INTERIOR WALLS. NO PART OF THE NON-STRUCTURAL INTERIOR PARTITION WALLS WITHIN A UNIT SHALL BE CONSIDERED PART OF THE BOUNDARY OF A UNIT.
- 3.12.2. PERIMETRICAL BOUNDARIES. THE PERIMETRICAL BOUNDARIES OF THE UNIT SHALL BE THE VERTICAL PLANES OF THE BOUNDARY LINES DEFINED AND DEPICTED HEREIN, EXTENDED TO AN INTERSECTION WITH EACH OTHER AND WITH THE UPPER AND LOWER BOUNDARIES. ANY NON-LOADBEARING PORTION OF A PERIMETER WALL INSIDE THE PERIMETRICAL BOUNDARY OF A UNIT SHALL BE DEEMED A PART OF THE UNIT.
- 3.12.3. CERTAIN ITEMS EXCLUSIVELY SERVING A UNIT. IN ADDITION TO THE AREA WITHIN THE PERIMETRICAL AND UPPER AND LOWER BOUNDARIES DESCRIBED ABOVE, EACH UNIT SHALL BE DEEMED TO INCLUDE WITHIN ITS BOUNDARIES THE AIR HANDLING EQUIPMENT (LOCATED ON THE LAND ADJACENT TO THE BUILDING) EXCLUSIVELY SERVING THE UNIT AND ALL FOYERS DOORS, SCREEN DOORS, SCREEN WINDOWS, WINDOWS, GLASS AND ANY OTHER MATERIALS COVERING OPENINGS IN THE EXTERIOR OF THE UNIT, WHICH SERVE THE UNIT EXCLUSIVELY; PROVIDED HOWEVER SCREENING WITHIN THE BOUNDARIES OF A LIMITED COMMON ELEMENT FORMING PART OF A SCREENED PATIO SHALL BE DEEMED A LIMITED COMMON ELEMENT AND SHALL NOT FORM A PART OF A UNIT.
- 3.12.4. COVERED SCREEN LANAIS, DRIVEWAYS AND GARAGES. COVERED SCREENED LANAIS, DRIVEWAYS AND GARAGES, IF ANY SHALL NOT FORM A PART OF A UNIT AS SUCH AREAS ARE LIMITED COMMON ELEMENTS.
- 3.12.5. HEATING/AIR CONDITIONING EQUIPMENT AND WATER HEATER. THE HEATING/AIR CONDITIONING EQUIPMENT AND WATER HEATER SERVING A UNIT SHALL FORM A PART OF THE UNIT WHERE SUCH EQUIPMENT IS LOCATED. THE MAINTENANCE OF ANY SUCH EQUIPMENT SHALL BE THE SOLE RESPONSIBILITY OF THE UNIT BEING SERVED.
- 3.12.6. EXCEPTIONS. ANY PIPING, WIRING, DUCTS OR OTHER UTILITY INSTALLATIONS WHICH ARE LOCATED WITHIN ONE UNIT BUT WHICH SERVICE OTHER UNITS OR THE COMMON ELEMENTS AND THE REINFORCED CONCRETE PORTIONS OF ANY LOAD-BEARING COLUMNS OR WALLS WITHIN A UNIT SHALL BE COMMON ELEMENTS.
- 3.12.7. ENTRANCES. THE ENTRANCE OF EACH UNIT, AS SHOWN HEREIN, SHALL BE A LIMITED COMMON ELEMENT OF THE UNIT WHICH SUCH ENTRANCE EXCLUSIVELY SERVES.
- 3.12.8. GENERAL. IN CASES NOT SPECIFICALLY COVERED ABOVE, AND/OR IN ANY CASE OF CONFLICT OR AMBIGUITY, THE SURVEY OF THE UNITS SHALL CONTROL IN DETERMINING THE BOUNDARIES OF A UNIT, EXCEPT THAT THE PROVISIONS OF SECTIONS 3.12.1 AND 3.12.2 ABOVE SHALL CONTROL UNLESS SPECIFICALLY DEPICTED AND LABELED OTHERWISE ON SUCH SURVEY.
- 3.13. COMMONS ELEMENTS. THE COMMON ELEMENTS INCLUDE:
- 3.13.1. THE PORTIONS OF THE CONDOMINIUM PROPERTY WHICH ARE NOT INCLUDED WITHIN THE UNITS.
- 3.13.2. EASEMENTS THROUGH UNITS FOR CONDUITS, DUCTS, PLUMBING, PIPES, WIRING AND OTHER FACILITIES FOR THE FURNISHING OF UTILITIES AND OTHER SERVICES TO UNITS AND COMMON ELEMENTS.
- 3.13.3. AN EASEMENT OF SUPPORT IN EVERY PORTION OF THE UNIT WHICH CONTRIBUTES TO THE SUPPORT OF THE BUILDING.
- 3.13.4. THE PROPERTY AND INSTALLATIONS REQUIRED FOR THE FURNISHINGS OF UTILITIES AND OTHER SERVICES TO MORE THAN ONE UNIT OR TO THE COMMON ELEMENTS.
- 3.13.5. LIMITED COMMON ELEMENTS: PROVIDED HOWEVER, LIMITED COMMON ELEMENTS ARE NOT ACCESSIBLE BY ALL UNIT OWNERS.
- 3.13.6. FIXTURES OWNED OR HELD FOR THE COMMON USE, BENEFIT AND ENJOYMENT OF ALL UNIT OWNERS IN THE CONDOMINIUM.
- 3.13.7. METER ROOMS, ELECTRICAL ROOMS AND MECHANICAL ROOMS, IF ANY.
- 3.14. LIMITED COMMON ELEMENTS. EACH UNIT SHALL HAVE CERTAIN LIMITED COMMON ELEMENTS APPURTENANT THERETO AS FOLLOWS:
- 3.14.1. COVERED SCREENED LANAIS, INTERIOR STAIRWAYS AND FOYERS. COVERED SCREENED LANAIS, INTERIOR STAIRWAYS AND FOYERS WHICH ARE ACCESSIBLE FROM A UNIT SHALL BE LIMITED COMMON ELEMENTS APPURTENANT TO THE UNIT AND FOR THE EXCLUSIVE USE OF THE UNIT OWNER OWNING SUCH UNIT. THERE IS NO GUARANTEE THAT ANY UNIT SHALL HAVE ANY SPECIFIC VIEW.
- 3.14.2. DRIVEWAYS AND GARAGES. EACH UNIT SHALL BE ENTITLED TO THE EXCLUSIVE USE OF ONE (1) TWO (2) CAR GARAGE THAT IS ASSIGNED TO THAT UNIT HEREIN TOGETHER WITH THE EXCLUSIVE RIGHT OF USE OF ANY DRIVEWAY PAVEMENT LEADING TO ANY GARAGE. SUCH GARAGE MAY NOT BE CONVEYED, ASSIGNED OR ENCUMBERED EXCEPT AS AN APPURTENANCE TO THE UNIT WHICH IT IS ASSIGNED.
- 3.14.3. AIR SPACE AND AREA FOR AIR HANDLING COMPRESSOR EQUIPMENT. THE RIGHT OF EXCLUSIVE USE OF THE AIR SPACE AND AREA OF THE LAND ADJACENT TO EACH UNIT (OR ON THE SLAB ADJACENT TO THE UNIT LOCATED BELOW SUCH UNIT WITH RESPECT TO SECOND FLOOR UNITS) OCCUPIED BY THE AIR HANDLING COMPRESSOR EQUIPMENT CONSTITUTING A PART OF AND SERVING A UNIT SHALL BE A LIMITED COMMON ELEMENT APPURTENANT TO THE UNIT.
- 3.14.4. MAILBOXES. EACH UNIT SHALL BE ASSIGNED ONE (1) MAILBOX (EACH A "MAILBOX"). UPON SUCH ASSIGNMENT, THE MAILBOX SO ASSIGNED SHALL BE DEEMED A LIMITED COMMON ELEMENT OF THE UNIT AND THE UNIT OWNER'S RIGHT TO USE SUCH MAILBOX SHALL BECOME AN APPURTENANCE TO THE UNIT. THE EXCLUSIVE USE OF ANY SUCH MAIL BOX MAY NOT BE CONVEYED OR ASSIGNED TO ANOTHER UNIT OR UNIT OWNER.
- 3.14.5. OTHER. ANY OTHER PORTION OF THE COMMON ELEMENTS WHICH, BY ITS NATURE, CANNOT SERVE ALL UNITS BUT SERVES ONE (1) UNIT OR MORE THAN (1) UNIT, SHALL BE DEEMED A LIMITED COMMON ELEMENT OF THE UNIT(S) SERVED AND SHALL BE MAINTAINED BY SUCH OWNER. IN THE EVENT OF ANY DOUBT OR DISPUTE AS TO WHETHER ANY PORTION OF THE COMMON ELEMENTS CONSTITUTES A LIMITED COMMON ELEMENT OR IN THE EVENT OF ANY QUESTIONS AS TO WHICH UNITS ARE SERVED THEREBY, A DECISION SHALL BE MADE BY A MAJORITY VOTE OF THE BOARD AND SHALL BE BINDING AND CONCLUSIVE WHEN SO MADE.

COACH HOMES I AT TREVISO BAY, A PHASE CONDOMINIUM PHASE 24



DRIVE L.C.E. DRIVE L.C.E. DRIVE L.C.E. DRIVE L.C.E.

FIRST FLOOR

GENERAL NOTES:

1. REFER TO DECLARATION OF CONDOMINIUM FOR DEFINITION AND DESIGNATION OF UNIT BOUNDARY
2. DASHED LINE INDICATES UNIT BOUNDARY
3. INDICATES LIMITED COMMON ELEMENT (L.C.E.)
4. EVERYTHING EXTERIOR TO THE UNITS AND LIMITED COMMON ELEMENT (L.C.E.) IS COMMON ELEMENT (C.E.)
5. THERE IS AN AIR CONDITIONING COMPRESSOR LIMITED COMMON ELEMENT (L.C.E.) FOR EACH UNIT LOCATED OUTSIDE OF THE BUILDING.
6. ELEVATIONS ARE BASED ON NATIONAL GEODETIC VERTICAL DATUM, 1929, (NGVD29).
7. THIS EXHIBIT WAS PREPARED FROM ARCHITECTURAL PLANS PREPARED BY: WOOLF & ASSOCIATES, 4002 VETERANS BOULEVARD, PORT CHARLOTTE, FLORIDA

ACTIVITY	INITIALS	DATE	APPROVED:
RESEARCH			
FIELD WORK/DESK CHIEF			
DRAWN BY:	453	01	03
CHECKED BY:	275	01	03
FILED BY/DATE	JPM	01	03

Jan 12, 2012 12:52:20

L:\TITLE\A\2156\active\3\5969995\Treviso CONDO EXHIBITS\2D-126X-CONDO-1-SHT-3.dwg

WILSON MILLER Stantec

3200 Bailey Ln, Suite 200, Naples, Florida 34105
Phone 239-649-4400 • Fax 239-642-5786 • Web Site www.stantec.com
Certificate of Authorization #43 • Florida License #LC-000070

DESCRIPTION: FIRST AND SECOND FLOOR

UNIT BOUNDARY PLAN AND SCHEMATIC SECTION
COACH HOMES I AT TREVISO BAY,
A PHASE CONDOMINIUM, PHASE 24
OF PART OF TRACT PD-1, VERCELLI,
PLAT BOOK 48, PAGES 11-14, COLLIER COUNTY, FLORIDA

DATE: 01/12

SCALE: 1"=10'

ORIGIN: REFERENCE FILE NO. 1

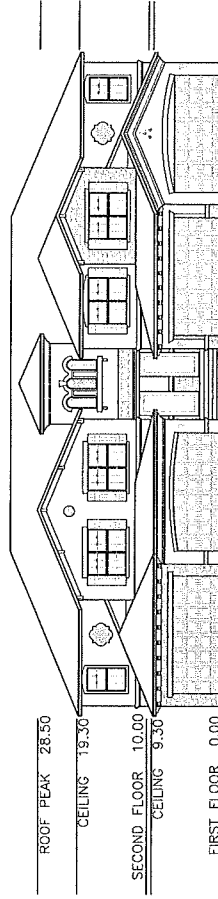
CLIENT: LENNAR HOMES, LLC

PROJECT NO. AND WORK ORDER NO. 215610775

SHEET NUMBER: 3 OF 3

FILE NO. 1

2D-126X



FRONT ELEVATION / SCHEMATIC SECTION

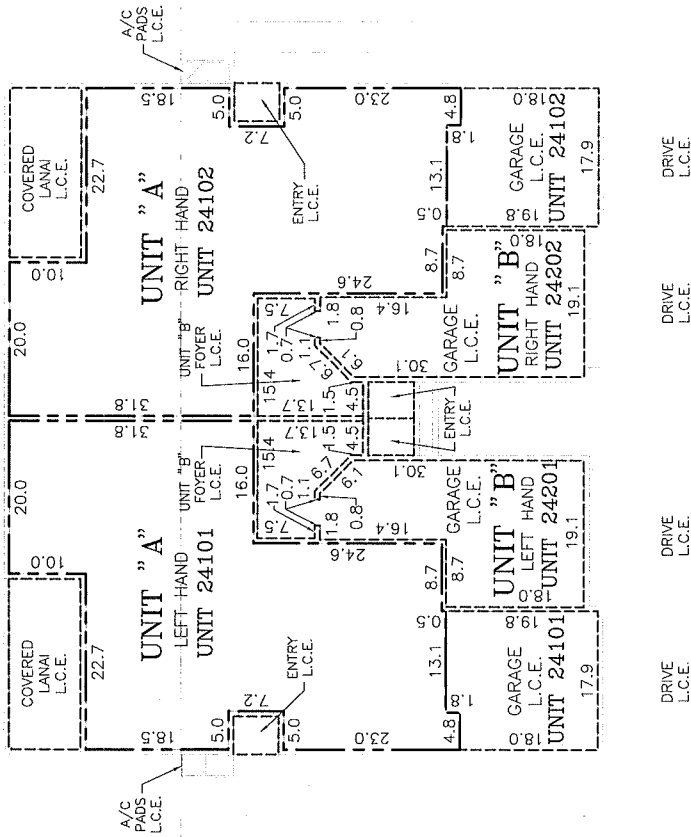
IMPROVEMENTS SHOWN HEREON ARE PROPOSED UNLESS OTHERWISE NOTED

*** NOT A SURVEY ***

**COACH HOMES I AT TREVISO BAY, A PHASE CONDOMINIUM
GENERAL NOTES**

- 3.12. UNITS. THE CONDOMINIUM WILL CONTAINS A TOTAL OF ONE HUNDRED SIXTEEN (116) UNITS IF ALL PHASES ARE SUBMITTED, WHICH ARE LOCATED AND INDIVIDUALLY DESCRIBED HEREIN. THE BOUNDARIES OF EACH UNIT ARE AS FOLLOWS:
- 3.12.1. UPPER AND LOWER BOUNDARIES. THE UPPER AND LOWER BOUNDARIES OF THE UNIT SHALL BE THE FOLLOWING BOUNDARIES EXTENDED TO AN INTERSECTION WITH THE PERIMETRICAL BOUNDARIES;
- 3.12.1.1. UPPER BOUNDARIES. THE HORIZONTAL PLANE OF THE LOWEST SURFACE OF THE UNFINISHED CEILING SLAB.
- 3.12.1.2. LOWER BOUNDARIES. THE HORIZONTAL PLANE OF THE HIGHEST SURFACE OF THE UNFINISHED FLOOR SLAB AND THE INTERIOR STAIRWAY SERVING EACH SECOND FLOOR UNIT.
- 3.12.1.3. INTERIOR WALLS. NO PART OF THE NON-STRUCTURAL INTERIOR PARTITION WALLS WITHIN A UNIT SHALL BE CONSIDERED PART OF THE BOUNDARY OF A UNIT.
- 3.12.2. PERIMETRICAL BOUNDARIES. THE PERIMETRICAL BOUNDARIES OF THE UNIT SHALL BE THE VERTICAL PLANES OF THE BOUNDARY LINES DEFINED AND DEPICTED HEREIN, EXTENDED TO AN INTERSECTION WITH EACH OTHER AND WITH THE UPPER AND LOWER BOUNDARIES. ANY NON-LOADBEARING PORTION OF A PERIMETER WALL INSIDE THE PERIMETRICAL BOUNDARY OF A UNIT SHALL BE DEEMED A PART OF THE UNIT.
- 3.12.3. CERTAIN ITEMS EXCLUSIVELY SERVING A UNIT. IN ADDITION TO THE AREA WITHIN THE PERIMETRICAL AND UPPER AND LOWER BOUNDARIES DESCRIBED ABOVE, EACH UNIT SHALL BE DEEMED TO INCLUDE WITHIN ITS BOUNDARIES THE AIR HANDLING EQUIPMENT (LOCATED ON THE LAND ADJACENT TO THE BUILDING) EXCLUSIVELY SERVING THE UNIT AND ALL FOYERS DOORS, SCREEN DOORS, SCREEN WINDOWS, WINDOWS, GLASS AND ANY OTHER MATERIALS COVERING OPENINGS IN THE EXTERIOR OF THE UNIT, WHICH SERVE THE UNIT EXCLUSIVELY; PROVIDED HOWEVER SCREENING WITHIN THE BOUNDARIES OF A LIMITED COMMON ELEMENT FORMING PART OF A SCREENED PATIO SHALL BE DEEMED A LIMITED COMMON ELEMENT AND SHALL NOT FORM A PART OF A UNIT.
- 3.12.4. COVERED SCREEN LANAIS, DRIVEWAYS AND GARAGES. COVERED SCREENED LANAIS, DRIVEWAYS AND GARAGES, IF ANY SHALL NOT FORM A PART OF A UNIT AS SUCH AREAS ARE LIMITED COMMON ELEMENTS.
- 3.12.5. HEATING/AIR CONDITIONING EQUIPMENT AND WATER HEATER. THE HEATING/AIR CONDITIONING EQUIPMENT AND WATER HEATER SERVING A UNIT SHALL FORM A PART OF THE UNIT WHERE SUCH EQUIPMENT IS LOCATED. THE MAINTENANCE OF ANY SUCH EQUIPMENT SHALL BE THE SOLE RESPONSIBILITY OF THE UNIT BEING SERVED.
- 3.12.6. EXCEPTIONS. ANY PIPING, WIRING, DUCTS OR OTHER UTILITY INSTALLATIONS WHICH ARE LOCATED WITHIN ONE UNIT BUT WHICH SERVICE OTHER UNITS OR THE COMMON ELEMENTS AND THE REINFORCED CONCRETE PORTIONS OF ANY LOAD-BEARING COLUMNS OR WALLS WITHIN A UNIT SHALL BE COMMON ELEMENTS.
- 3.12.7. ENTRANCES. THE ENTRANCE OF EACH UNIT, AS SHOWN HEREIN, SHALL BE A LIMITED COMMON ELEMENT OF THE UNIT WHICH SUCH ENTRANCE EXCLUSIVELY SERVES.
- 3.12.8. GENERAL. IN CASES NOT SPECIFICALLY COVERED ABOVE, AND/OR IN ANY CASE OF CONFLICT OR AMBIGUITY, THE SURVEY OF THE UNITS SHALL CONTROL IN DETERMINING THE BOUNDARIES OF A UNIT, EXCEPT THAT THE PROVISIONS OF SECTIONS 3.12.1 AND 3.12.2 ABOVE SHALL CONTROL UNLESS SPECIFICALLY DEPICTED AND LABELED OTHERWISE ON SUCH SURVEY.
- 3.13. COMMONS ELEMENTS. THE COMMON ELEMENTS INCLUDE:
- 3.13.1. THE PORTIONS OF THE CONDOMINIUM PROPERTY WHICH ARE NOT INCLUDED WITHIN THE UNITS.
- 3.13.2. EASEMENTS THROUGH UNITS FOR CONDUITS, DUCTS, PLUMBING, PIPES, WIRING AND OTHER FACILITIES FOR THE FURNISHING OF UTILITIES AND OTHER SERVICES TO UNITS AND COMMON ELEMENTS.
- 3.13.3. AN EASEMENT OF SUPPORT IN EVERY PORTION OF THE UNIT WHICH CONTRIBUTES TO THE SUPPORT OF THE BUILDING.
- 3.13.4. THE PROPERTY AND INSTALLATIONS REQUIRED FOR THE FURNISHINGS OF UTILITIES AND OTHER SERVICES TO MORE THAN ONE UNIT OR TO THE COMMON ELEMENTS.
- 3.13.5. LIMITED COMMON ELEMENTS: PROVIDED HOWEVER, LIMITED COMMON ELEMENTS ARE NOT ACCESSIBLE BY ALL UNIT OWNERS.
- 3.13.6. FIXTURES OWNED OR HELD FOR THE COMMON USE, BENEFIT AND ENJOYMENT OF ALL UNIT OWNERS IN THE CONDOMINIUM.
- 3.13.7. METER ROOMS, ELECTRICAL ROOMS AND MECHANICAL ROOMS, IF ANY.
- 3.14. LIMITED COMMON ELEMENTS. EACH UNIT SHALL HAVE CERTAIN LIMITED COMMON ELEMENTS APPURTENANT THERETO AS FOLLOWS:
- 3.14.1. COVERED SCREENED LANAIS, INTERIOR STAIRWAYS AND FOYERS. COVERED SCREENED LANAIS, INTERIOR STAIRWAYS AND FOYERS WHICH ARE ACCESSIBLE FROM A UNIT SHALL BE LIMITED COMMON ELEMENTS APPURTENANT TO THE UNIT AND FOR THE EXCLUSIVE USE OF THE UNIT OWNER OWNING SUCH UNIT. THERE IS NO GUARANTEE THAT ANY UNIT SHALL HAVE ANY SPECIFIC VIEW.
- 3.14.2. DRIVEWAYS AND GARAGES. EACH UNIT SHALL BE ENTITLED TO THE EXCLUSIVE USE OF ONE (1) TWO (2) CAR GARAGE THAT IS ASSIGNED TO THAT UNIT HEREIN TOGETHER WITH THE EXCLUSIVE RIGHT OF USE OF ANY DRIVEWAY PAVEMENT LEADING TO ANY GARAGE. SUCH GARAGE MAY NOT BE CONVEYED, ASSIGNED OR ENCUMBERED EXCEPT AS AN APPURTENANCE TO THE UNIT WHICH IT IS ASSIGNED.
- 3.14.3. AIR SPACE AND AREA FOR AIR HANDLING COMPRESSOR EQUIPMENT. THE RIGHT OF EXCLUSIVE USE OF THE AIR SPACE AND AREA OF THE LAND ADJACENT TO EACH UNIT (OR ON THE SLAB ADJACENT TO THE UNIT LOCATED BELOW SUCH UNIT WITH RESPECT TO SECOND FLOOR UNITS) OCCUPIED BY THE AIR HANDLING COMPRESSOR EQUIPMENT CONSTITUTING A PART OF AND SERVING A UNIT SHALL BE A LIMITED COMMON ELEMENT APPURTENANT TO THE UNIT.
- 3.14.4. MAILBOXES. EACH UNIT SHALL BE ASSIGNED ONE (1) MAILBOX (EACH A "MAILBOX"). UPON SUCH ASSIGNMENT, THE MAILBOX SO ASSIGNED SHALL BE DEEMED A LIMITED COMMON ELEMENT OF THE UNIT AND THE UNIT OWNER'S RIGHT TO USE SUCH MAILBOX SHALL BECOME AN APPURTENANCE TO THE UNIT. THE EXCLUSIVE USE OF ANY SUCH MAIL BOX MAY NOT BE CONVEYED OR ASSIGNED TO ANOTHER UNIT OR UNIT OWNER.
- 3.14.5. OTHER. ANY OTHER PORTION OF THE COMMON ELEMENTS WHICH, BY ITS NATURE, CANNOT SERVE ALL UNITS BUT SERVES ONE (1) UNIT OR MORE THAN (1) UNIT, SHALL BE DEEMED A LIMITED COMMON ELEMENT OF THE UNIT(S) SERVED AND SHALL BE MAINTAINED BY SUCH OWNER. IN THE EVENT OF ANY DOUBT OR DISPUTE AS TO WHETHER ANY PORTION OF THE COMMON ELEMENTS CONSTITUTES A LIMITED COMMON ELEMENT OR IN THE EVENT OF ANY QUESTIONS AS TO WHICH UNITS ARE SERVED THEREBY, A DECISION SHALL BE MADE BY A MAJORITY VOTE OF THE BOARD AND SHALL BE BINDING AND CONCLUSIVE WHEN SO MADE.

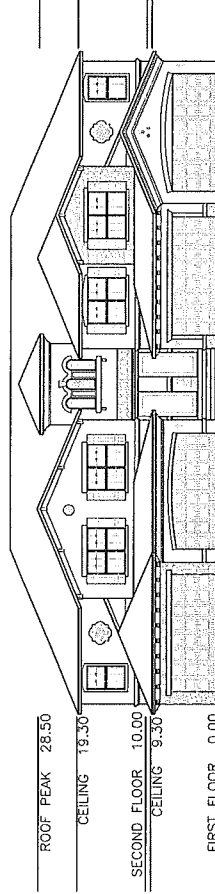
COACH HOMES I AT TREVISO BAY, A PHASE CONDOMINIUM PHASE 25



FIRST FLOOR

GENERAL NOTES:

1. REFER TO DECLARATION OF CONDOMINIUM FOR DEFINITION AND DESIGNATION OF UNIT BOUNDARY
2. DASHED LINE INDICATES UNIT BOUNDARY
3. DOTTED LINE INDICATES LIMITED COMMON ELEMENT (L.C.E.)
4. EVERYTHING EXTERIOR TO THE UNITS AND LIMITED COMMON ELEMENT (L.C.E.) IS COMMON ELEMENT (C.E.)
5. THERE IS AN AIR CONDITIONING COMPRESSOR LIMITED COMMON ELEMENT (L.C.E.) FOR EACH UNIT LOCATED OUTSIDE OF THE BUILDING.
6. ELEVATIONS ARE BASED ON NATIONAL GEODETIC VERTICAL DATUM, 1929, (NGVD29).
7. THIS EXHIBIT WAS PREPARED FROM ARCHITECTURAL PLANS PREPARED BY: WOOLF & ASSOCIATES, 20020 VETERANS BOULEVARD, PORT CHARLOTTE, FLORIDA

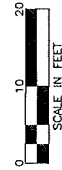


SECOND FLOOR

IMPROVEMENTS SHOWN HEREON ARE PROPOSED UNLESS OTHERWISE NOTED

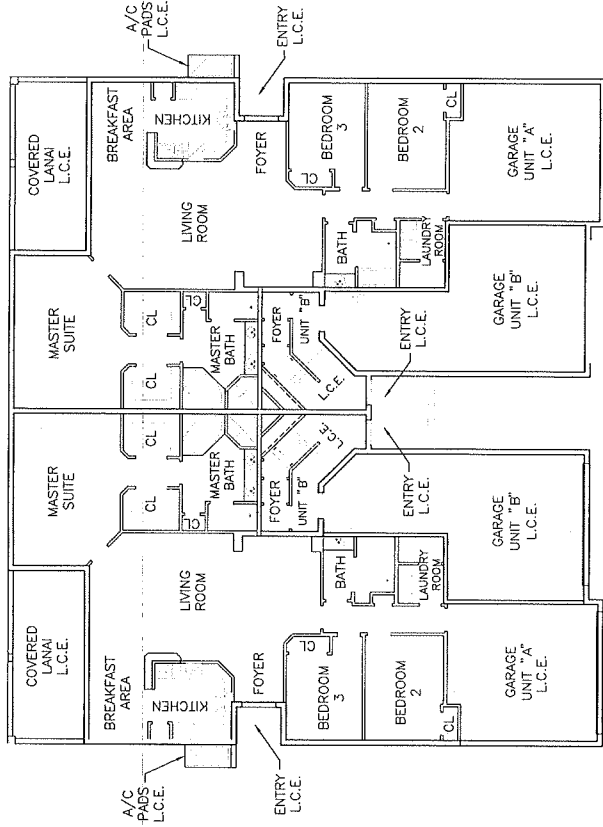
*** NOT A SURVEY ***

WilsonMiller Stantec 3200 Bailey Ln, Suite 200, Naples, Florida 34105 Phone 239-649-4040 • Fax 239-649-2716 • Web Site www.wilsonmiller.com Certificate of Authorization #43 - Florida License #LC-000070		DESCRIPTION: FIRST AND SECOND FLOOR UNIT BOUNDARY PLAN AND SCHEMATIC SECTION COACH HOMES I AT TREVISO BAY, A PHASE CONDOMINIUM, PHASE 25 OF PART OF TRACT FD-1, VERCELLI, PLAT BOOK 4B, PAGES 11-14, COLLIER COUNTY, FLORIDA		DATE: 01/12 SCALE: 1"=10' CROSS REFERENCE FILE NO.: 215610779 SHEET NUMBER: 3 OF 3 FILE NO.: 2D-126Y
ACTIVITY RESEARCH: FIELD WORK/CREW CHIEF DRAFTED: LMT 453 01 03 12 CHECKED BY: JPM 275 01 03 12 FIELD BOOK/PAGE:	INITIALS EMP # NO. DAY FR. APPROVED:	CLIENT: LENNAR HOMES, LLC		



Jan 12, 2012 - 1243:25 L:\TUTTLE\2156\oc\w\215659595\Trevi\2D-126Y-CONDO-I-SHT-3.dwg	JOAN R. MALONE, P.S.M./JLR/KJS
---	--------------------------------

COACH HOMES I AT TREVISO BAY, A PHASE CONDOMINIUM PHASE 25



LEFT HAND

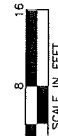
RIGHT HAND

UNIT "A"

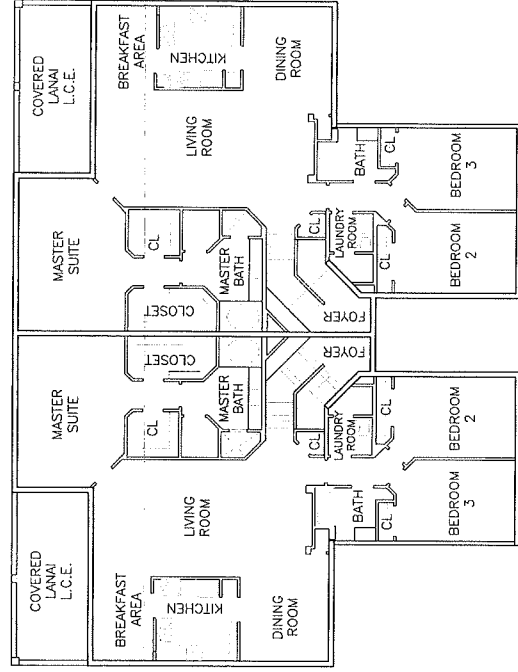
FIRST FLOOR

UNIT ROOM SIZE (TYPICAL)

ALL ROOM SIZES ARE APPROXIMATE
MASTER SUITE 19.8'X 14.4'
LIVING ROOM 18.7'X 16.4'
DINING ROOM 11.6'X 11.4'
KITCHEN 10'X 7.5'
BEDROOM 2 13.1'X 10.4'
BEDROOM 3 13.1'X 10.1'
BATH 9.2'X 7.2'
MASTER BATH 15.2'X 9.8'
LANAI 22'X 9.3'



SCALE IN FEET



LEFT HAND

RIGHT HAND

UNIT "B"

SECOND FLOOR

UNIT ROOM SIZE (TYPICAL)

ALL ROOM SIZES ARE APPROXIMATE
MASTER SUITE 19.8'X 14.4'
LIVING ROOM 18.7'X 16.4'
DINING ROOM 11.6'X 11.4'
KITCHEN 10'X 7.5'
BEDROOM 2 13.1'X 10.4'
BEDROOM 3 13.1'X 10.1'
BATH 9.2'X 7.2'
MASTER BATH 15.2'X 9.8'
LANAI 22'X 9.3'

GENERAL NOTES:

1. A/C = AIR CONDITIONING
2. CL = CLOSET
3. L.C.E. = LIMITED COMMON ELEMENT
4. C.E. = COMMON ELEMENT
5. THIS EXHIBIT WAS PREPARED FROM ARCHITECTURAL PLANS PREPARED BY: WOOLF & ASSOCIATES 20020 VETERANS BOULEVARD PORT CHARLOTTE, FLORIDA

IMPROVEMENTS SHOWN HEREON ARE PROPOSED UNLESS OTHERWISE NOTED

*** NOT A SURVEY ***

ACTIVITY	INITIALS	DATE	APPROVED
DESIGNED BY	DATE	DATE	DATE
CHECKED BY	DATE	DATE	DATE
FIELD BOOK/PAGE	DATE	DATE	DATE

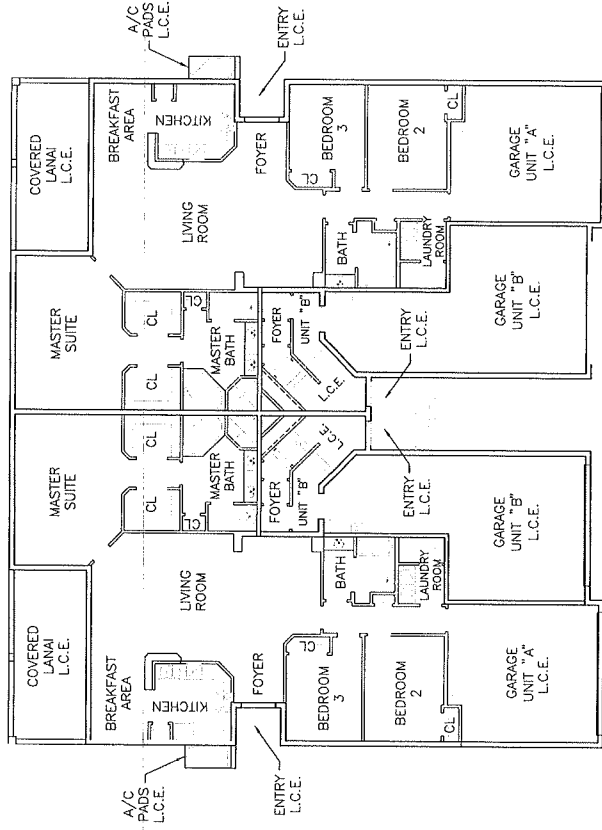
Wilson Miller Stantec
5000 Bay Ln, Suite 200, Naples, Florida 34105
Phone 239-444-1111
Certificate of Authorization 443 - Florida License 4C-000070

DESCRIPTION: FLOOR PLANS
COACH HOMES I AT TREVISO BAY,
A PHASE CONDOMINIUM, PHASE 25
OF PART OF TRACT FD-11, VERCELLI,
PLAT BOOK 46, PAGES 11-14, COLLIER COUNTY, FLORIDA
PROJECT NO. AND WORK ORDER NO. PROJECT NUMBER
215610779
FILE NO. 20-1261

**COACH HOMES I AT TREVISO BAY, A PHASE CONDOMINIUM
GENERAL NOTES**

- 3.12. UNITS. THE CONDOMINIUM WILL CONTAINS A TOTAL OF ONE HUNDRED SIXTEEN (116) UNITS IF ALL PHASES ARE SUBMITTED, WHICH ARE LOCATED AND INDIVIDUALLY DESCRIBED HEREIN. THE BOUNDARIES OF EACH UNIT ARE AS FOLLOWS:
- 3.12.1. UPPER AND LOWER BOUNDARIES. THE UPPER AND LOWER BOUNDARIES OF THE UNIT SHALL BE THE FOLLOWING BOUNDARIES EXTENDED TO AN INTERSECTION WITH THE PERIMETRICAL BOUNDARIES;
- 3.12.1.1. UPPER BOUNDARIES. THE HORIZONTAL PLANE OF THE LOWEST SURFACE OF THE UNFINISHED CEILING SLAB.
- 3.12.1.2. LOWER BOUNDARIES. THE HORIZONTAL PLANE OF THE HIGHEST SURFACE OF THE UNFINISHED FLOOR SLAB AND THE INTERIOR STAIRWAY SERVING EACH SECOND FLOOR UNIT.
- 3.12.1.3. INTERIOR WALLS. NO PART OF THE NON-STRUCTURAL INTERIOR PARTITION WALLS WITHIN A UNIT SHALL BE CONSIDERED PART OF THE BOUNDARY OF A UNIT.
- 3.12.2. PERIMETRICAL BOUNDARIES. THE PERIMETRICAL BOUNDARIES OF THE UNIT SHALL BE THE VERTICAL PLANES OF THE BOUNDARY LINES DEFINED AND DEPICTED HEREIN, EXTENDED TO AN INTERSECTION WITH EACH OTHER AND WITH THE UPPER AND LOWER BOUNDARIES. ANY NON-LOADBEARING PORTION OF A PERIMETER WALL INSIDE THE PERIMETRICAL BOUNDARY OF A UNIT SHALL BE DEEMED A PART OF THE UNIT.
- 3.12.3. CERTAIN ITEMS EXCLUSIVELY SERVING A UNIT. IN ADDITION TO THE AREA WITHIN THE PERIMETRICAL AND UPPER AND LOWER BOUNDARIES DESCRIBED ABOVE , EACH UNIT SHALL BE DEEMED TO INCLUDE WITHIN ITS BOUNDARIES THE AIR HANDLING EQUIPMENT (LOCATED ON THE LAND ADJACENT TO THE BUILDING) EXCLUSIVELY SERVING THE UNIT AND ALL FOYERS DOORS, SCREEN DOORS, SCREEN WINDOWS, WINDOWS, GLASS AND ANY OTHER MATERIALS COVERING OPENINGS IN THE EXTERIOR OF THE UNIT, WHICH SERVE THE UNIT EXCLUSIVELY; PROVIDED HOWEVER SCREENING WITHIN THE BOUNDARIES OF A LIMITED COMMON ELEMENT FORMING PART OF A SCREENED PATIO SHALL BE DEEMED A LIMITED COMMON ELEMENT AND SHALL NOT FORM A PART OF A UNIT.
- 3.12.4. COVERED SCREEN LANAIS, DRIVEWAYS AND GARAGES. COVERED SCREENED LANAIS, DRIVEWAYS AND GARAGES, IF ANY SHALL NOT FORM A PART OF A UNIT AS SUCH AREAS ARE LIMITED COMMON ELEMENTS.
- 3.12.5. HEATING/AIR CONDITIONING EQUIPMENT AND WATER HEATER. THE HEATING/AIR CONDITIONING EQUIPMENT AND WATER HEATER SERVING A UNIT SHALL FORM A PART OF THE UNIT WHERE SUCH EQUIPMENT IS LOCATED. THE MAINTENANCE OF ANY SUCH EQUIPMENT SHALL BE THE SOLE RESPONSIBILITY OF THE UNIT BEING SERVED.
- 3.12.6. EXCEPTIONS. ANY PIPING, WIRING, DUCTS OR OTHER ULILITY INSTALLATIONS WHICH ARE LOCATED WITHIN ONE UNIT BUT WHICH SERVICE OTHER UNITS OR THE COMMON ELEMENTS AND THE REINFORCED CONCRETE PORTIONS OF ANY LOAD-BEARING COLUMNS OR WALLS WITHIN A UNIT SHALL BE COMMON ELEMENTS.
- 3.12.7. ENTRANCES. THE ENTRANCE OF EACH UNIT, AS SHOWN HEREIN, SHALL BE A LIMITED COMMON ELEMENT OF THE UNIT WHICH SUCH ENTRANCE EXCLUSIVELY SERVES.
- 3.12.8. GENERAL. IN CASES NOT SPECIFICALLY COVERED ABOVE, AND/OR IN ANY CASE OF CONFLICT OR AMBIGUITY, THE SURVEY OF THE UNITS SHALL CONTROL IN DETERMINING THE BOUNDARIES OF A UNIT, EXCEPT THAT THE PROVISIONS OF SECTIONS 3.12.1 AND 3.12.2 ABOVE SHALL CONTROL UNLESS SPECIFICALLY DEPICTED AND LABELED OTHERWISE ON SUCH SURVEY.
- 3.13. COMMONS ELEMENTS. THE COMMON ELELEMTS INCLUDE:
- 3.13.1. THE PORTIONS OF THE CONDOMINIUM PROPERTY WHICH ARE NOT INCLUDED WITHIN THE UNITS.
- 3.13.2. EASEMENTS THROUGH UNITS FOR CONDUITS, DUCTS, PLUMBING, PIPES, WIRING AND OTHER FACILITIES FOR THE FURNISHING OF UTILITIES AND OTHER SERVICES TO UNITS AND COMMON ELEMENTS.
- 3.13.3. AN EASEMENT OF SUPPORT IN EVERY PORTION OF THE UNIT WHICH CONTRIBUTES TO THE SUPPORT OF THE BUILDING.
- 3.13.4. THE PROPERTY AND INSTALLATIONS REQUIRED FOR THE FURNISHINGS OF UTILITES AND OTHER SERVICES TO MORE THAN ONE UNIT OR TO THE COMMON ELEMENTS.
- 3.13.5. LIMITED COMMON ELEMENTS: PROVIDED HOWEVER, LIMITED COMMON ELEMENTS ARE NOT ACCESSIBLE BY ALL UNIT OWNERS.
- 3.13.6. FIXTURES OWNED OR HELD FOR THE COMMON USE, BENEFIT AND ENJOYMENT OF ALL UNIT OWNERS IN THE CONDOMINIUM.
- 3.13.7. METER ROOMS, ELECTRICAL ROOMS AND MECHANICAL ROOMS, IF ANY.
- 3.14. LIMITED COMMON ELEMENTS. EACH UNIT SHALL HAVE CERTAIN LIMITED COMMON ELEMENTS APPURTENANT THERETO AS FOLLOWS:
- 3.14.1. COVERED SCREENED LANAIS, INTERIOR STAIRWAYS AND FOYERS. COVERED SCREENED LANAIS, INTERIOR STAIRWAYS AND FOYERS WHICH ARE ACCESSIBLE FROM A UNIT SHALL BE LIMITED COMMON ELEMENTS APPUTRTENT TO THE UNIT AND FOR THE EXCLUSIVE USE OF THE UNIT OWNER OWNING SUCH UNIT. THERE IS NO GUARANTEE THAT ANY UNIT SHALL HAVE ANY SPECIFIC VIEW.
- 3.14.2. DRIVEWAYS AND GARAGES. EACH UNIT SHALL BE ENTITLED TO THE EXCLUSIVE USE OF ONE (1) TWO (2) CAR GARAGE THAT IS ASSIGNED TO THAT UNIT HEREIN TOGETHER WITH THE EXCLUSIVE RIGHT OF USE OF ANY DRIVEWAY PAVEMENT LEADING TO ANY GARAGE. SUCH GARAGE MAY NOT BE CONVEYED, ASSIGNED OR ENCUMBERED EXCEPT AS AN APPURTENANCE TO THE UNIT WHICH IT IS ASSIGNED.
- 3.14.3. AIR SPACE AND AREA FOR AIR HANDLING COMPRESSOR EQUIPMENT. THE RIGHT OF EXCLUSIVE USE OF THE AIR SPACE AND AREA OF THE LAND ADJACENT TO EACH UNIT (OR ON THE SLAB ADJACENT TO THE UNIT LOCATED BELOW SUCH UNIT WITH RESPECT TO SECOND FLOOR UNITS) OCCUPIED BY THE AIR HANDLING COMPRESSOR EQUIPMENT CONSTITUTING A PART OF AND SERVING A UNIT SHALL BE A LIMITED COMMON ELEMENT APPURTENANT TO THE UNIT.
- 3.14.4. MAILBOXES. EACH UNIT SHALL BE ASSIGNED ONE (1) MAILBOX (EACH A "MAILBOX"). UPON SUCH ASSIGNMENT, THE MAILBOX SO ASSIGNED SHALL BE DEEMED A LIMITED COMMON ELEMENT OF THE UNIT AND THE UNIT OWNER'S RIGHT TO USE SUCH MAILBOX SHALL BECOME AN APPURTENANCE TO THE UNIT. THE EXCLUSIVE USE OF ANY SUCH MAIL BOX MAY NOT BE CONVEYED OR ASSIGNED TO ANOTHER UNIT OR UNIT OWNER.
- 3.14.5. OTHER. ANY OTHER PORTION OF THE COMMON ELEMENTS WHICH, BY ITS NATURE, CANNOT SERVE ALL UNITS BUT SERVES ONE (1) UNIT OR MORE THAN (1) UNIT, SHALL BE DEEMED A LIMITED COMMON ELEMENT OF THE UNIT(S) SERVED AND SHALL BE MAINTANED BY SUCH OWNER. IN THE EVENT OF ANY DOUBT OR DISPUTE AS TO WETHER ANY PORTION OF THE COMMON ELEMENTS CONSTITUTES A LIMITED COMON ELEMENT OR IN THE EVENT OF ANY QUESTIONS AS TO WHICH UNITS ARE SERVED THEREBY, A DECISION SHALL BE MADE BY A MAJORITY VOTE OF THE BOARD AND SHALL BE BINDING AND CONCLUSIVE WHEN SO MADE.

COACH HOMES I AT TREVISO BAY, A PHASE CONDOMINIUM PHASE 26



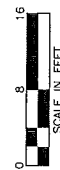
LEFT HAND RIGHT HAND

UNIT "A"

FIRST FLOOR

UNIT ROOM SIZE (TYPICAL)

ALL ROOM SIZES ARE APPROXIMATE	
MASTER SUITE	19.8'X 14.4'
LIVING ROOM	18.7'X 16'
DINING ROOM	11.6'X 11.4'
BREAKFAST	10'X 7.5'
KITCHEN	10'X 10'
BEDROOM 2	13.1'X 10.4'
BEDROOM 3	13.1'X 10.1'
BATH	9.2'X 7.2'
MASTER BATH	15.2'X 9.8'
LANAI	22'X 9.3'



IMPROVEMENTS SHOWN HEREON ARE
PROPOSED UNLESS OTHERWISE NOTED

APPROVED:

ACTIVITY	INITIALS	DATE	TIME
FIELD WORK/CREW CHIEF			
DRAFTED BY			
CHECKED BY			
FIELD BOOK/PAGE			

Wilson Miller Stantec
 Wilson Miller Stantec, Inc., Suite 400, Virginia Beach, VA 23462
 Phone 757-490-4000
 Certificate of Authorization 443 - Florida License A-C-000070

[Signature]
 JOHN P. MADONEY, P.E. (LS443)

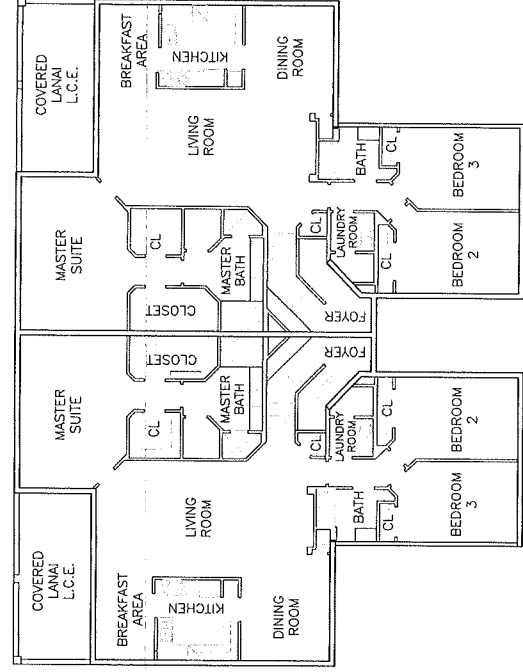
DATE: 01/12
 SCALE: 1" = 10'

CLIENT: LENNAR HOMES, LLC

DESCRIPTION: FLOOR PLANS
 COACH HOMES I AT TREVISO BAY,
 A PHASE CONDOMINIUM, PHASE 26

OF PART OF TRACT PD-1, VERCELLI
 PLAT BOOK 48, PAGES 11-14, COLLIER COUNTY, FLORIDA

PROJECT NO. AND WORK ORDER NO.: 215610779
 SHEET NUMBER: 2D-126Z
 FILE NO.: 2D-126Z



LEFT HAND RIGHT HAND

UNIT "B"

SECOND FLOOR

UNIT ROOM SIZE (TYPICAL)

ALL ROOM SIZES ARE APPROXIMATE	
MASTER SUITE	19.7'X 13.9'
LIVING ROOM	27.5'X 15.2'
DINING ROOM	11'X 10.2'
BREAKFAST	10.8'X 10.8'
BEDROOM 2	17.2'X 10.9'
BEDROOM 3	16'X 10.3'
BATH	8'X 7'
MASTER BATH	15.8'X 10'
LANAI	22'X 9.3'

GENERAL NOTES:

1. A/C = AIR CONDITIONING
2. CL = CLOSET
3. L.C.E. = LIMITED COMMON ELEMENT
4. C.E. = COMMON ELEMENT
5. THIS EXHIBIT WAS PREPARED FROM ARCHITECTURAL PLANS PREPARED BY: WOOLF & ASSOCIATES 20020 VETERANS BOULEVARD PORT CHARLOTTE, FLORIDA

*** NOT A SURVEY ***

GENERAL NOTES:

☐ = WATER METER
⊗ = IRRIGATION METER
○ = FIRE HYDRANT
◇ = GATE VALVE
▽ = GATE VALVE - OUT
□ = WATER DRAIN
▢ = GATE INLET
▣ = GRATE HOLE
◻ = HOLE POLE
⬜ = ELECTRIC PANEL
⚡ = LIGHTNING ROD
△ = TRANSFORMER PAD
▽ = SANITARY CLEAN-OUT
⬆ = CONSIDERATION OF

BEARINGS ARE BASED ON THE WEST LINE OF TRACT C-2, OF SAID PLAT OF VERCELLI, BEING SOUTH 09°55'20" EAST.
ALL DISTANCES AND ANGLES ARE MEASURED BETWEEN POINTS OR LINES THAT ARE IDENTICAL WITH PLAT VALUES.
DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.
DIMENSIONS ALONG CURVES ARE Δ = DELTA, L = ARC LENGTH.
CURVATURE IS GIVEN AS RADIUS OF CURVE, NOT CHORD BEARING.
ELEVATIONS ARE BASED ON NATIONAL GEODETIC VERTICAL DATUM, 1928. (N.G.V.D.)
LINES SHOWN OUTSIDE OF THE LAND DESCRIBED ARE FOR REFERENCE USE ONLY.
UNDERGROUND FOOTERS, ROOF OVERHANGS AND STUCCO FINISH WERE NOT TAKEN INTO CONSIDERATION IN PREPARING THIS MAP.

⑤ = SANITARY MANHOLE
 P.M. = PERMANENT REFERENCE MONUMENT
 R.O.W. = RIGHT-OF-WAY
 P.O.B. = POINT OF BEGINNING
 C.B.S. = CONCRETE BLOCK STRUCTURE
 D.E. = DRAINAGE EASEMENT, P.U.E. = PUBLIC UTILITY EASEMENT
 C.U.E. = CRAWLER COUNTY UTILITY EASEMENT
 L.B.E. = LANDSCAPE BUFFER EASEMENT
 L.A.S.P.I.D.E. = LULU AREA STORMWATER IMPROVEMENT PLAN DRAINAGE EASEMENT
 C.C.E. = LIMITED COMMON ELEMENT, C.E. = COMMON ELEMENT
 CONC. = CONCRETE
 A/C = AIR CONDITIONER
 U.T. = UTILITY
 T.S. = UNITED TELEPHONE SERVICE
 P = PLAT, M = MEASURED, C = CALCULATED, F = FIELD
 24" = 24 INCHES
 O.F.I.P. = FOUND FROM PLAT WITH CAP STAMPED LB-642
 S.C.M. = SET "X" 4" CONCRETE MONUMENT
 D.H. = DRILL HOLES
 P.K. NAL = PARKER KYLON NAL
 SEE ATTACHMENTS FOR LEGAL DESCRIPTIONS

P.O. C.
NORTHWEST CORNER
TRACT C-2, VERDELLI
PLAT BOOK 48, PAGES 11-14,
COLLER COUNTY, FLORIDA

TRACT L-5
(LAKE, L.M.E. AND D.E.)

Figure 1 is a schematic diagram of a three-phase system. It features three solid lines representing the phases, with one line labeled 'C1'. A dashed line is labeled 'S 603/27'. A point is labeled 'P.O.B. PHASE 27'.

PROPOSED
PHASE 15
BUILDING 18

PROPOSED
PHASE 13
BUILDING

[illegible]

WAY
E. AND P.O.E.)
INDO

15 P.U.L.
EXISTING DI NAPOLI, A CON
PART OF TRACT FD-1

SHOWN HEREON ARE


101




The map shows a section of the Nanyang River and the Nanyang Fault. The river is depicted as a winding line with a dashed center line. The fault is shown as a solid line with a dashed center line. The Nanyang C.E. (Cenozoic Eocene) boundary is indicated by a dashed line. The village of Nanyang is located near the river. The map also shows the Nanyang Fault and the Nanyang C.E. boundary.

OMINUM BOOK 48,
-14

VERCELLI, PLAT
PAGES 11-

TION: PLOT PLAN PHASE 27 COACH HOMES I AT TREVISIO BAY, A PHASE CONDOMINIUM PART OF TRACT 10,000 SQ. FT. 11-14, COLLIER COUNTY,	DATE 02/07/17 17-207	CLIENT: LENNAR HOMES, LLC
11-14, COLLIER COUNTY,	11-14, COLLIER COUNTY,	11-14, COLLIER COUNTY,

SS OTHERWISE NOTED  Stanley Box 200, Newark, Florida 33025 Tel: 352/346-1000 Fax: 352/346-1001 E-Mail: stanley@stanleybostitch.com Web: www.stanleybostitch.com 143 • Florida License #JC-000070	DESKTOP BIDDING PAGES
--	-----------------------------

PROPOSED UNLESS	 <p>0200 Wilsdon Linc. S.W. Phone 228 111 Certificate of Authorisation</p>
	 

EMP.	REL.	REL.	DAY	TIME	APPROVED
453			10	25	11
453			10	25	11
278			10	25	11

2004-2005 WA-0057 P. 1

ACTIVITY	INITIATOR
FIELD WORK/ON SITE	UNIT
DRAFTED	UNIT
CHANGED TO NEW FIELD WORK/ON SITE	UNIT

Q-126AA-CCND0-I-301-2.dwg

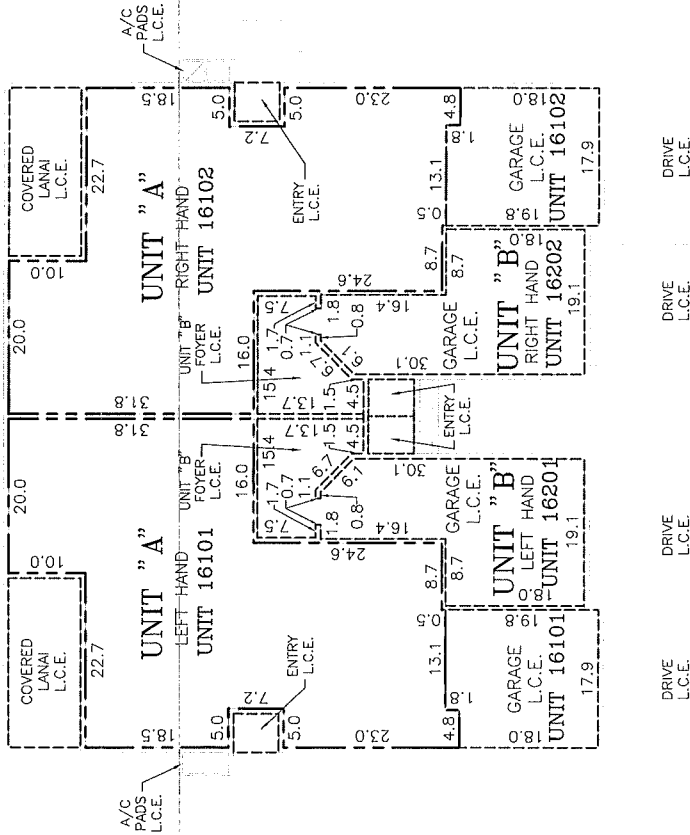
DATE	DESCRIPTION	DEBIT	CREDIT	BALANCE
12/31/17	Balance			100.00
1/1/18	Transfer	50.00		50.00
2/1/18	Transfer	50.00		0.00
3/1/18	Transfer	50.00		50.00
4/1/18	Transfer	50.00		0.00
5/1/18	Transfer	50.00		50.00
6/1/18	Transfer	50.00		0.00
7/1/18	Transfer	50.00		50.00
8/1/18	Transfer	50.00		0.00
9/1/18	Transfer	50.00		50.00
10/1/18	Transfer	50.00		0.00
11/1/18	Transfer	50.00		50.00
12/31/18	Balance			100.00

[illegible]

**COACH HOMES I AT TREVISO BAY, A PHASE CONDOMINIUM
GENERAL NOTES**

- 3.12. UNITS. THE CONDOMINIUM WILL CONTAINS A TOTAL OF ONE HUNDRED SIXTEEN (116) UNITS IF ALL PHASES ARE SUBMITTED, WHICH ARE LOCATED AND INDIVIDUALLY DESCRIBED HEREIN. THE BOUNDARIES OF EACH UNIT ARE AS FOLLOWS:
- 3.12.1. UPPER AND LOWER BOUNDARIES. THE UPPER AND LOWER BOUNDARIES OF THE UNIT SHALL BE THE FOLLOWING BOUNDARIES EXTENDED TO AN INTERSECTION WITH THE PERIMETRICAL BOUNDARIES;
- 3.12.1.1. UPPER BOUNDARIES. THE HORIZONTAL PLANE OF THE LOWEST SURFACE OF THE UNFINISHED CEILING SLAB.
- 3.12.1.2. LOWER BOUNDARIES. THE HORIZONTAL PLANE OF THE HIGHEST SURFACE OF THE UNFINISHED FLOOR SLAB AND THE INTERIOR STAIRWAY SERVING EACH SECOND FLOOR UNIT.
- 3.12.1.3. INTERIOR WALLS. NO PART OF THE NON-STRUCTURAL INTERIOR PARTITION WALLS WITHIN A UNIT SHALL BE CONSIDERED PART OF THE BOUNDARY OF A UNIT.
- 3.12.2. PERIMETRICAL BOUNDARIES. THE PERIMETRICAL BOUNDARIES OF THE UNIT SHALL BE THE VERTICAL PLANES OF THE BOUNDARY LINES DEFINED AND DEPICTED HEREIN, EXTENDED TO AN INTERSECTION WITH EACH OTHER AND WITH THE UPPER AND LOWER BOUNDARIES. ANY NON-LOADBEARING PORTION OF A PERIMETER WALL INSIDE THE PERIMETRICAL BOUNDARY OF A UNIT SHALL BE DEEMED A PART OF THE UNIT.
- 3.12.3. CERTAIN ITEMS EXCLUSIVELY SERVING A UNIT. IN ADDITION TO THE AREA WITHIN THE PERIMETRICAL AND UPPER AND LOWER BOUNDARIES DESCRIBED ABOVE, EACH UNIT SHALL BE DEEMED TO INCLUDE WITHIN ITS BOUNDARIES THE AIR HANDLING EQUIPMENT (LOCATED ON THE LAND ADJACENT TO THE BUILDING) EXCLUSIVELY SERVING THE UNIT AND ALL FOYERS DOORS, SCREEN DOORS, SCREEN WINDOWS, WINDOWS, GLASS AND ANY OTHER MATERIALS COVERING OPENINGS IN THE EXTERIOR OF THE UNIT, WHICH SERVE THE UNIT EXCLUSIVELY; PROVIDED HOWEVER SCREENING WITHIN THE BOUNDARIES OF A LIMITED COMMON ELEMENT FORMING PART OF A SCREENED PATIO SHALL BE DEEMED A LIMITED COMMON ELEMENT AND SHALL NOT FORM A PART OF A UNIT.
- 3.12.4. COVERED SCREEN LANAIS, DRIVEWAYS AND GARAGES. COVERED SCREENED LANAIS, DRIVEWAYS AND GARAGES, IF ANY SHALL NOT FORM A PART OF A UNIT AS SUCH AREAS ARE LIMITED COMMON ELEMENTS.
- 3.12.5. HEATING/AIR CONDITIONING EQUIPMENT AND WATER HEATER. THE HEATING/AIR CONDITIONING EQUIPMENT AND WATER HEATER SERVING A UNIT SHALL FORM A PART OF THE UNIT WHERE SUCH EQUIPMENT IS LOCATED. THE MAINTENANCE OF ANY SUCH EQUIPMENT SHALL BE THE SOLE RESPONSIBILITY OF THE UNIT BEING SERVED.
- 3.12.6. EXCEPTIONS. ANY PIPING, WIRING, DUCTS OR OTHER UTILITY INSTALLATIONS WHICH ARE LOCATED WITHIN ONE UNIT BUT WHICH SERVICE OTHER UNITS OR THE COMMON ELEMENTS AND THE REINFORCED CONCRETE PORTIONS OF ANY LOAD-BEARING COLUMNS OR WALLS WITHIN A UNIT SHALL BE COMMON ELEMENTS.
- 3.12.7. ENTRANCES. THE ENTRANCE OF EACH UNIT, AS SHOWN HEREIN, SHALL BE A LIMITED COMMON ELEMENT OF THE UNIT WHICH SUCH ENTRANCE EXCLUSIVELY SERVES.
- 3.12.8. GENERAL. IN CASES NOT SPECIFICALLY COVERED ABOVE, AND/OR IN ANY CASE OF CONFLICT OR AMBIGUITY, THE SURVEY OF THE UNITS SHALL CONTROL IN DETERMINING THE BOUNDARIES OF A UNIT, EXCEPT THAT THE PROVISIONS OF SECTIONS 3.12.1 AND 3.12.2 ABOVE SHALL CONTROL UNLESS SPECIFICALLY DEPICTED AND LABELED OTHERWISE ON SUCH SURVEY.
- 3.13. COMMONS ELEMENTS. THE COMMON ELEMENTS INCLUDE:
- 3.13.1. THE PORTIONS OF THE CONDOMINIUM PROPERTY WHICH ARE NOT INCLUDED WITHIN THE UNITS.
- 3.13.2. EASEMENTS THROUGH UNITS FOR CONDUITS, DUCTS, PLUMBING, PIPES, WIRING AND OTHER FACILITIES FOR THE FURNISHING OF UTILITIES AND OTHER SERVICES TO UNITS AND COMMON ELEMENTS.
- 3.13.3. AN EASEMENT OF SUPPORT IN EVERY PORTION OF THE UNIT WHICH CONTRIBUTES TO THE SUPPORT OF THE BUILDING.
- 3.13.4. THE PROPERTY AND INSTALLATIONS REQUIRED FOR THE FURNISHINGS OF UTILITIES AND OTHER SERVICES TO MORE THAN ONE UNIT OR TO THE COMMON ELEMENTS.
- 3.13.5. LIMITED COMMON ELEMENTS: PROVIDED HOWEVER, LIMITED COMMON ELEMENTS ARE NOT ACCESSIBLE BY ALL UNIT OWNERS.
- 3.13.6. FIXTURES OWNED OR HELD FOR THE COMMON USE, BENEFIT AND ENJOYMENT OF ALL UNIT OWNERS IN THE CONDOMINIUM.
- 3.13.7. METER ROOMS, ELECTRICAL ROOMS AND MECHANICAL ROOMS, IF ANY.
- 3.14. LIMITED COMMON ELEMENTS. EACH UNIT SHALL HAVE CERTAIN LIMITED COMMON ELEMENTS APPURTENANT THERETO AS FOLLOWS:
- 3.14.1. COVERED SCREENED LANAIS, INTERIOR STAIRWAYS AND FOYERS. COVERED SCREENED LANAIS, INTERIOR STAIRWAYS AND FOYERS WHICH ARE ACCESSIBLE FROM A UNIT SHALL BE LIMITED COMMON ELEMENTS APPURTENANT TO THE UNIT AND FOR THE EXCLUSIVE USE OF THE UNIT OWNER OWNING SUCH UNIT. THERE IS NO GUARANTEE THAT ANY UNIT SHALL HAVE ANY SPECIFIC VIEW.
- 3.14.2. DRIVEWAYS AND GARAGES. EACH UNIT SHALL BE ENTITLED TO THE EXCLUSIVE USE OF ONE (1) TWO (2) CAR GARAGE THAT IS ASSIGNED TO THAT UNIT HEREIN TOGETHER WITH THE EXCLUSIVE RIGHT OF USE OF ANY DRIVEWAY PAVEMENT LEADING TO ANY GARAGE. SUCH GARAGE MAY NOT BE CONVEYED, ASSIGNED OR ENCUMBERED EXCEPT AS AN APPURTENANCE TO THE UNIT WHICH IT IS ASSIGNED.
- 3.14.3. AIR SPACE AND AREA FOR AIR HANDLING COMPRESSOR EQUIPMENT. THE RIGHT OF EXCLUSIVE USE OF THE AIR SPACE AND AREA OF THE LAND ADJACENT TO EACH UNIT (OR ON THE SLAB ADJACENT TO THE UNIT LOCATED BELOW SUCH UNIT WITH RESPECT TO SECOND FLOOR UNITS) OCCUPIED BY THE AIR HANDLING COMPRESSOR EQUIPMENT CONSTITUTING A PART OF AND SERVING A UNIT SHALL BE A LIMITED COMMON ELEMENT APPURTENANT TO THE UNIT.
- 3.14.4. MAILBOXES. EACH UNIT SHALL BE ASSIGNED ONE (1) MAILBOX (EACH A "MAILBOX"). UPON SUCH ASSIGNMENT, THE MAILBOX SO ASSIGNED SHALL BE DEEMED A LIMITED COMMON ELEMENT OF THE UNIT AND THE UNIT OWNER'S RIGHT TO USE SUCH MAILBOX SHALL BECOME AN APPURTENANCE TO THE UNIT. THE EXCLUSIVE USE OF ANY SUCH MAIL BOX MAY NOT BE CONVEYED OR ASSIGNED TO ANOTHER UNIT OR UNIT OWNER.
- 3.14.5. OTHER. ANY OTHER PORTION OF THE COMMON ELEMENTS WHICH, BY ITS NATURE, CANNOT SERVE ALL UNITS BUT SERVES ONE (1) UNIT OR MORE THAN (1) UNIT, SHALL BE DEEMED A LIMITED COMMON ELEMENT OF THE UNIT(S) SERVED AND SHALL BE MAINTAINED BY SUCH OWNER. IN THE EVENT OF ANY DOUBT OR DISPUTE AS TO WHETHER ANY PORTION OF THE COMMON ELEMENTS CONSTITUTES A LIMITED COMMON ELEMENT OR IN THE EVENT OF ANY QUESTIONS AS TO WHICH UNITS ARE SERVED THEREBY, A DECISION SHALL BE MADE BY A MAJORITY VOTE OF THE BOARD AND SHALL BE BINDING AND CONCLUSIVE WHEN SO MADE.

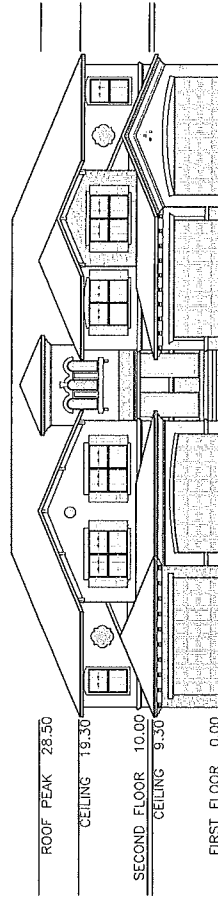
COACH HOMES I AT TREVISO BAY, A PHASE CONDOMINIUM PHASE 27



FIRST FLOOR

GENERAL NOTES:

1. REFER TO DECLARATION OF CONDOMINIUM FOR DEFINITION AND DESIGNATION OF UNIT BOUNDARY
2. DASHED LINE INDICATES UNIT BOUNDARY
3. EVERYTHING EXTERIOR TO THE UNITS AND LIMITED COMMON ELEMENT (L.C.E.) IS COMMON ELEMENT (C.E.)
4. THERE IS AN AIR CONDITIONING COMPRESSOR LIMITED COMMON ELEMENT (L.C.E.) FOR EACH UNIT LOCATED OUTSIDE OF THE BUILDING.
5. ELEVATIONS ARE BASED ON NATIONAL GEODETIC VERTICAL DATUM, 1929, (NGVD29).
6. THIS EXHIBIT WAS PREPARED FROM ARCHITECTURAL PLANS PREPARED BY: WOLF & ASSOCIATES 20020 VETERANS BOULEVARD PORT CHARLOTTE, FLORIDA



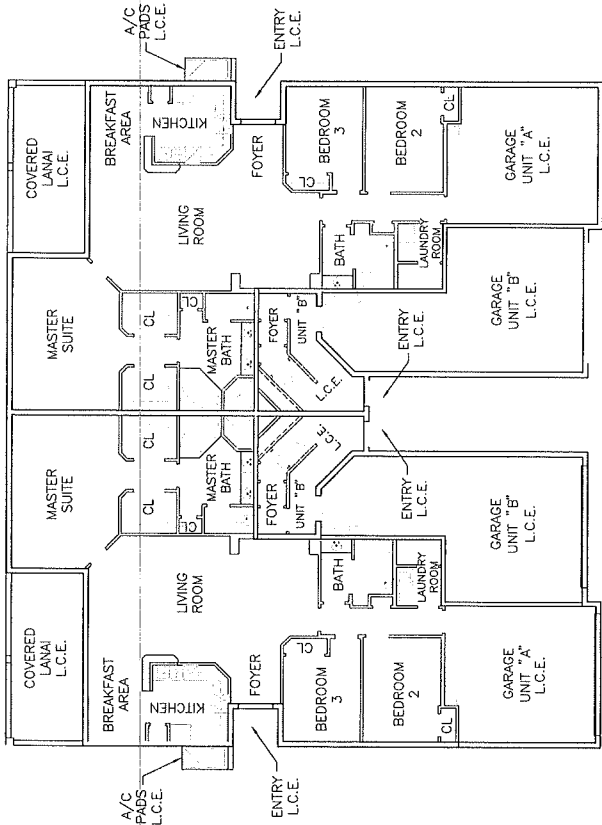
FRONT ELEVATION / SCHEMATIC SECTION

IMPROVEMENTS SHOWN HEREON ARE PROPOSED UNLESS OTHERWISE NOTED

*** NOT A SURVEY ***

WILSON MILLER Stantec 3200 Bailey Ln, Suite 200, Jacksonville, Florida 32205 Phone 239-549-4040 • Fax 239-549-5716 • Web Site www.stantec.com Certificate of Authorization #43 • Florida License #C-000070	DESCRIPTION: FIRST AND SECOND FLOOR UNIT BOUNDARY, PLAN AND SCHEMATIC SECTION OF COACH HOMES I AT TREVISO BAY, A PHASE CONDOMINIUM, PHASE 27, OF PART OF TRACT FD-11, VERCCELLI, PLAT BOOK 48, PAGES 11-14, COLLIER COUNTY, FLORIDA	DATE: 01/12 SCALE: 1"=10' CROSS REFERENCE FILE NO.: 215610779 CLIENT: LENNAR HOMES, LLC PROJECT NO. AND WORK ORDER NO. SHEET NUMBER: 2D-126AA
ACTIVITY: RESEARCH FIELD WORK/CREW CHIEF: JMT DRAFTED: JMT CHECKED BY: JMT FIELD BOOK/PAGE: 1	INITIALS: EXP. 1 MA. DNT. NR. APPROVED:	Jan 12, 2012 -- 12:56:02 LUUTLEIN\2156\active\2156595959\Treviso\CONDO EXHIBITS\2D-126AA-CONDO-1-SHT-3.dwg

COACH HOMES I AT TREVISO BAY, A PHASE CONDOMINIUM PHASE 27

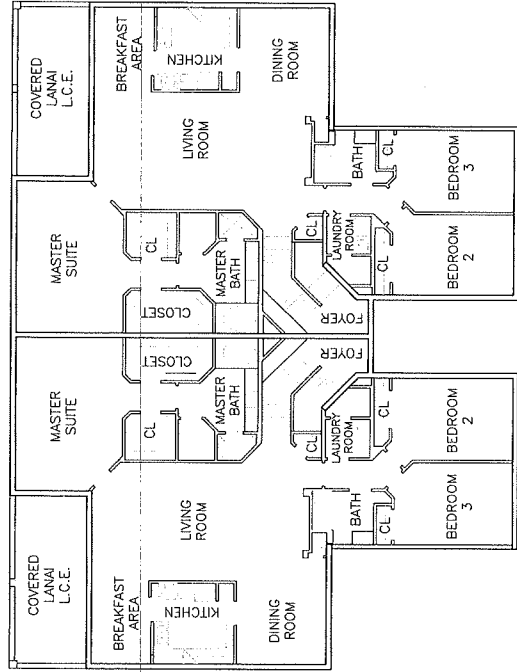
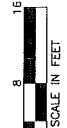


LEFT HAND RIGHT HAND

UNIT "A"

FIRST FLOOR

UNIT ROOM SIZE (TYPICAL)
ALL ROOM SIZES ARE APPROXIMATE
MASTER SUITE 19.8'X 14.4'
LIVING ROOM 18.7'X 16.4'
DINING ROOM 11.6'X 11.4'
BREAKFAST 10'X 7.5'
KITCHEN 10'X 10'
BEDROOM 2 13.1'X 10.4'
BEDROOM 3 13.1'X 10.1'
BATH 9.2'X 7.2'
MASTER BATH 15.2'X 9.8'
LANAI 22'X 9.3'



LEFT HAND RIGHT HAND

UNIT "B"

SECOND FLOOR

UNIT ROOM SIZE (TYPICAL)
ALL ROOM SIZES ARE APPROXIMATE
MASTER SUITE 19.7'X 13.9'
LIVING ROOM 27.5'X 15.2'
DINING ROOM 11'X 10.2'
BREAKFAST 11'X 8'
KITCHEN 10.8'X 10.8'
BEDROOM 2 17.2'X 10.9'
BEDROOM 3 16'X 10.3'
BATH 8'X 7'
MASTER BATH 15.8'X 10'
LANAI 22'X 9.3'

GENERAL NOTES:

1. A/C = AIR CONDITIONING
2. CL = CLOSET
3. L.C.E. = LIMITED COMMON ELEMENT
4. C.E. = COMMON ELEMENT
5. THIS EXHIBIT WAS PREPARED FROM ARCHITECTURAL PLANS PREPARED BY: WOOLF & ASSOCIATES 20020 VETERANS BOULEVARD PORT CHARLOTTE, FLORIDA

IMPROVEMENTS SHOWN HEREON ARE PROPOSED UNLESS OTHERWISE NOTED

*** NOT A SURVEY ***

Wilson Miller Stantec
200 Bailey Ln, Suite 200, Naples, Florida 34105
Phone 239-438-1111 Fax 239-438-1112
Certificate of Authorization #3 - Florida License #C-000070

ACTIVITY INITIALS DW # MS DW YR APPROVED:

DESIGNER	DATE	BY	CHKD	DATE	BY
FILED BY: JPM	4/3	01	03	12	
FILED BOOK/PAGE	275	01	03	12	

John P. Maloney, P.E.
JOHN P. MALONEY, P.E. #15403

DESCRIPTION: FLOOR PLANS
COACH HOMES I AT TREVISO BAY
A PHASE CONDOMINIUM, PHASE 27
OF PART OF TRACT PD-11, VERCELLI,
PLAT BOOK #61, PAGES 11-14, COLLIER COUNTY, FLORIDA

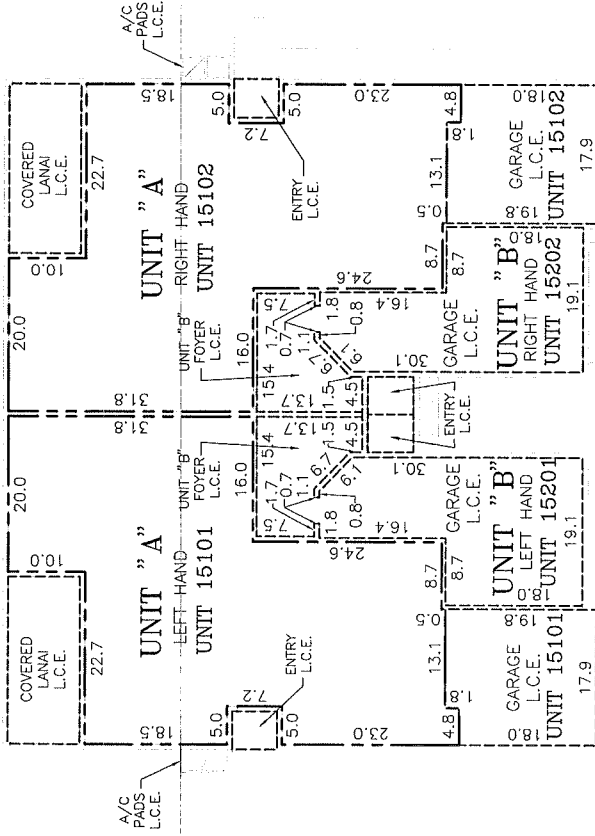
CLIENT: LENNAR HOMES, LLC

PROJECT NO. AND WORK ORDER NO. PROJECT NUMBER: 215610779
FILE NO.: 20-126AA

**COACH HOMES I AT TREVISO BAY, A PHASE CONDOMINIUM
GENERAL NOTES**

- 3.12. UNITS. THE CONDOMINIUM WILL CONTAINS A TOTAL OF ONE HUNDRED SIXTEEN (116) UNITS IF ALL PHASES ARE SUBMITTED, WHICH ARE LOCATED AND INDIVIDUALLY DESCRIBED HEREIN. THE BOUNDARIES OF EACH UNIT ARE AS FOLLOWS:
- 3.12.1. UPPER AND LOWER BOUNDARIES. THE UPPER AND LOWER BOUNDARIES OF THE UNIT SHALL BE THE FOLLOWING BOUNDARIES EXTENDED TO AN INTERSECTION WITH THE PERIMETRICAL BOUNDARIES;
- 3.12.1.1. UPPER BOUNDARIES. THE HORIZONTAL PLANE OF THE LOWEST SURFACE OF THE UNFINISHED CEILING SLAB.
- 3.12.1.2. LOWER BOUNDARIES. THE HORIZONTAL PLANE OF THE HIGHEST SURFACE OF THE UNFINISHED FLOOR SLAB AND THE INTERIOR STAIRWAY SERVING EACH SECOND FLOOR UNIT.
- 3.12.1.3. INTERIOR WALLS. NO PART OF THE NON-STRUCTURAL INTERIOR PARTITION WALLS WITHIN A UNIT SHALL BE CONSIDERED PART OF THE BOUNDARY OF A UNIT.
- 3.12.2. PERIMETRICAL BOUNDARIES. THE PERIMETRICAL BOUNDARIES OF THE UNIT SHALL BE THE VERTICAL PLANES OF THE BOUNDARY LINES DEFINED AND DEPICTED HEREIN, EXTENDED TO AN INTERSECTION WITH EACH OTHER AND WITH THE UPPER AND LOWER BOUNDARIES. ANY NON-LOADBEARING PORTION OF A PERIMETER WALL INSIDE THE PERIMETRICAL BOUNDARY OF A UNIT SHALL BE DEEMED A PART OF THE UNIT.
- 3.12.3. CERTAIN ITEMS EXCLUSIVELY SERVING A UNIT. IN ADDITION TO THE AREA WITHIN THE PERIMETRICAL AND UPPER AND LOWER BOUNDARIES DESCRIBED ABOVE , EACH UNIT SHALL BE DEEMED TO INCLUDE WITHIN ITS BOUNDARIES THE AIR HANDLING EQUIPMENT (LOCATED ON THE LAND ADJACENT TO THE BUILDING) EXCLUSIVELY SERVING THE UNIT AND ALL FOYERS DOORS, SCREEN DOORS, SCREEN WINDOWS, WINDOWS, GLASS AND ANY OTHER MATERIALS COVERING OPENINGS IN THE EXTERIOR OF THE UNIT, WHICH SERVE THE UNIT EXCLUSIVELY; PROVIDED HOWEVER SCREENING WITHIN THE BOUNDARIES OF A LIMITED COMMON ELEMENT FORMING PART OF A SCREENED PATIO SHALL BE DEEMED A LIMITED COMMON ELEMENT AND SHALL NOT FORM A PART OF A UNIT.
- 3.12.4. COVERED SCREEN LANAIS, DRIVEWAYS AND GARAGES. COVERED SCREENED LANAIS, DRIVEWAYS AND GARAGES, IF ANY SHALL NOT FORM A PART OF A UNIT AS SUCH AREAS ARE LIMITED COMMON ELEMENTS.
- 3.12.5. HEATING/AIR CONDITIONING EQUIPMENT AND WATER HEATER. THE HEATING/AIR CONDITIONING EQUIPMENT AND WATER HEATER SERVING A UNIT SHALL FORM A PART OF THE UNIT WHERE SUCH EQUIPMENT IS LOCATED. THE MAINTENANCE OF ANY SUCH EQUIPMENT SHALL BE THE SOLE RESPONSIBILITY OF THE UNIT BEING SERVED.
- 3.12.6. EXCEPTIONS. ANY PIPING, WIRING, DUCTS OR OTHER ULILITY INSTALLATIONS WHICH ARE LOCATED WITHIN ONE UNIT BUT WHICH SERVICE OTHER UNITS OR THE COMMON ELEMENTS AND THE REINFORCED CONCRETE PORTIONS OF ANY LOAD-BEARING COLUMNS OR WALLS WITHIN A UNIT SHALL BE COMMON ELEMENTS.
- 3.12.7. ENTRANCES. THE ENTRANCE OF EACH UNIT, AS SHOWN HEREIN, SHALL BE A LIMITED COMMON ELEMENT OF THE UNIT WHICH SUCH ENTRANCE EXCLUSIVELY SERVES.
- 3.12.8. GENERAL. IN CASES NOT SPECIFICALLY COVERED ABOVE, AND/OR IN ANY CASE OF CONFLICT OR AMBIGUITY, THE SURVEY OF THE UNITS SHALL CONTROL IN DETERMINING THE BOUNDARIES OF A UNIT, EXCEPT THAT THE PROVISIONS OF SECTIONS 3.12.1 AND 3.12.2 ABOVE SHALL CONTROL UNLESS SPECIFICALLY DEPICTED AND LABELED OTHERWISE ON SUCH SURVEY.
- 3.13. COMMONS ELEMENTS. THE COMMON ELELEMTS INCLUDE:
- 3.13.1. THE PORTIONS OF THE CONDOMINIUM PROPERTY WHICH ARE NOT INCLUDED WITHIN THE UNITS.
- 3.13.2. EASEMENTS THROUGH UNITS FOR CONDUITS, DUCTS, PLUMBING, PIPES, WIRING AND OTHER FACILITIES FOR THE FURNISHING OF UTILITIES AND OTHER SERVICES TO UNITS AND COMMON ELEMENTS.
- 3.13.3. AN EASEMENT OF SUPPORT IN EVERY PORTION OF THE UNIT WHICH CONTRIBUTES TO THE SUPPORT OF THE BUILDING.
- 3.13.4. THE PROPERTY AND INSTALLATIONS REQUIRED FOR THE FURNISHINGS OF UTILITES AND OTHER SERVICES TO MORE THAN ONE UNIT OR TO THE COMMON ELEMENTS.
- 3.13.5. LIMITED COMMON ELEMENTS: PROVIDED HOWEVER, LIMITED COMMON ELEMENTS ARE NOT ACCESSIBLE BY ALL UNIT OWNERS.
- 3.13.6. FIXTURES OWNED OR HELD FOR THE COMMON USE, BENEFIT AND ENJOYMENT OF ALL UNIT OWNERS IN THE CONDOMINIUM.
- 3.13.7. METER ROOMS, ELECTRICAL ROOMS AND MECHANICAL ROOMS, IF ANY.
- 3.14. LIMITED COMMON ELEMENTS. EACH UNIT SHALL HAVE CERTAIN LIMITED COMMON ELEMENTS APPURTENANT THERETO AS FOLLOWS:
- 3.14.1. COVERED SCREENED LANAIS, INTERIOR STAIRWAYS AND FOYERS. COVERED SCREENED LANAIS, INTERIOR STAIRWAYS AND FOYERS WHICH ARE ACCESSIBLE FROM A UNIT SHALL BE LIMITED COMMON ELEMENTS APPUTRTENT TO THE UNIT AND FOR THE EXCLUSIVE USE OF THE UNIT OWNER OWNING SUCH UNIT. THERE IS NO GUARANTEE THAT ANY UNIT SHALL HAVE ANY SPECIFIC VIEW.
- 3.14.2. DRIVEWAYS AND GARAGES. EACH UNIT SHALL BE ENTITLED TO THE EXCLUSIVE USE OF ONE (1) TWO (2) CAR GARAGE THAT IS ASSIGNED TO THAT UNIT HEREIN TOGETHER WITH THE EXCLUSIVE RIGHT OF USE OF ANY DRIVEWAY PAVEMENT LEADING TO ANY GARAGE. SUCH GARAGE MAY NOT BE CONVEYED, ASSIGNED OR ENCUMBERED EXCEPT AS AN APPURTENANCE TO THE UNIT WHICH IT IS ASSIGNED.
- 3.14.3. AIR SPACE AND AREA FOR AIR HANDLING COMPRESSOR EQUIPMENT. THE RIGHT OF EXCLUSIVE USE OF THE AIR SPACE AND AREA OF THE LAND ADJACENT TO EACH UNIT (OR ON THE SLAB ADJACENT TO THE UNIT LOCATED BELOW SUCH UNIT WITH RESPECT TO SECOND FLOOR UNITS) OCCUPIED BY THE AIR HANDLING COMPRESSOR EQUIPMENT CONSTITUTING A PART OF AND SERVING A UNIT SHALL BE A LIMITED COMMON ELEMENT APPURTENANT TO THE UNIT.
- 3.14.4. MAILBOXES. EACH UNIT SHALL BE ASSIGNED ONE (1) MAILBOX (EACH A "MAILBOX"). UPON SUCH ASSIGNMENT, THE MAILBOX SO ASSIGNED SHALL BE DEEMED A LIMITED COMMON ELEMENT OF THE UNIT AND THE UNIT OWNER'S RIGHT TO USE SUCH MAILBOX SHALL BECOME AN APPURTENANCE TO THE UNIT. THE EXCLUSIVE USE OF ANY SUCH MAIL BOX MAY NOT BE CONVETED OR ASSIGNED TO ANOTHER UNIT OR UNIT OWNER.
- 3.14.5. OTHER. ANY OTHER PORTION OF THE COMMON ELEMENTS WHICH, BY ITS NATURE, CANNOT SERVE ALL UNITS BUT SERVES ONE (1) UNIT OR MORE THAN (1) UNIT, SHALL BE DEEMED A LIMITED COMMON ELEMENT OF THE UNIT(S) SERVED AND SHALL BE MAINTANED BY SUCH OWNER. IN THE EVENT OF ANY DOUBT OR DISPUTE AS TO WETHER ANY PORTION OF THE COMMON ELEMENTS CONSTITUTES A LIMITED COMON ELEMENT OR IN THE EVENT OF ANY QUESTIONS AS TO WHICH UNITS ARE SERVED THEREBY, A DECISION SHALL BE MADE BY A MAJORITY VOTE OF THE BOARD AND SHALL BE BINDING AND CONCLUSIVE WHEN SO MADE.

COACH HOMES I AT TREVISO BAY, A PHASE CONDOMINIUM PHASE 28



DRIVE L.C.E. DRIVE L.C.E. DRIVE L.C.E. DRIVE L.C.E.

FIRST FLOOR

GENERAL NOTES:

1. REFER TO DECLARATION OF CONDOMINIUM FOR DEFINITION AND DESIGNATION OF UNIT BOUNDARY
2. DASHED LINE INDICATES UNIT BOUNDARY
3. DOTTED LINE INDICATES LIMITED COMMON ELEMENT (L.C.E.) ELEMENT (L.C.E.) IS COMMON ELEMENT (C.E.)
4. EVERYTHING EXTERIOR TO THE UNITS AND LIMITED COMMON ELEMENT (L.C.E.) IS AN AIR CONDITIONING COMPRESSOR LIMITED COMMON ELEMENT (L.C.E.) FOR EACH UNIT LOCATED OUTSIDE OF THE BUILDING. ELEVATIONS ARE BASED ON NATIONAL GEODETIC VERTICAL DATUM, 1929. (NGVD29).
5. THIS EXHIBIT WAS PREPARED FROM ARCHITECTURAL PLANS PREPARED BY: WOOLF & ASSOCIATES 2002 VETERANS BOULEVARD PORT CHARLOTTE, FLORIDA

INITIALS DATE / MO. / YR. APPROVED:

RESEARCH: FIELD WORK/DRAWN CHIEF: DRAFTED: DECKED BY: FIELD BOOK/PAGE:

UNIT 453 01 03 12 JPM 275 01 03 12

UNIT 453 01 03 12 JPM 275 01 03 12

UNIT 453 01 03 12 JPM 275 01 03 12

UNIT 453 01 03 12 JPM 275 01 03 12

UNIT 453 01 03 12 JPM 275 01 03 12

UNIT 453 01 03 12 JPM 275 01 03 12

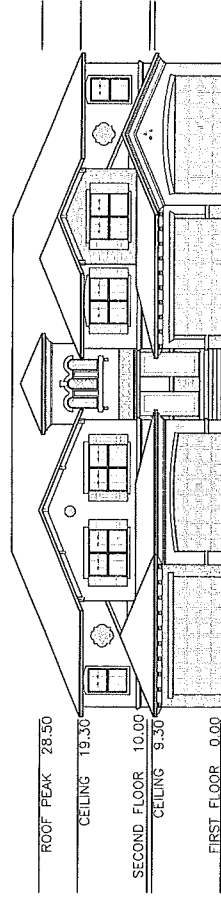
UNIT 453 01 03 12 JPM 275 01 03 12

UNIT 453 01 03 12 JPM 275 01 03 12

UNIT 453 01 03 12 JPM 275 01 03 12

UNIT 453 01 03 12 JPM 275 01 03 12

UNIT 453 01 03 12 JPM 275 01 03 12



FRONT ELEVATION / SCHEMATIC SECTION

IMPROVEMENTS SHOWN HEREON ARE PROPOSED UNLESS OTHERWISE NOTED

*** NOT A SURVEY ***

DATE: 01/12 SCALE: 1"=10'

CLIENT: LENNAR HOMES, LLC

DESCRIPTION: FIRST AND SECOND FLOOR UNIT BOUNDARY PLAN AND SCHEMATIC SECTION

COACH HOMES I AT TREVISO BAY, A PHASE CONDOMINIUM, PHASE 28

OF PART OF TRACT PD-1, VERCELLI, PLAT BOOK 48, PAGES 11-14, COLLIER COUNTY, FLORIDA

PROJECT NO. AND WORK ORDER NO. 215510779

ORDER REFERENCE FILE NO. 1

FILE NO. 2D-126AB

3 of 3

2D-126AB

2D-126AB

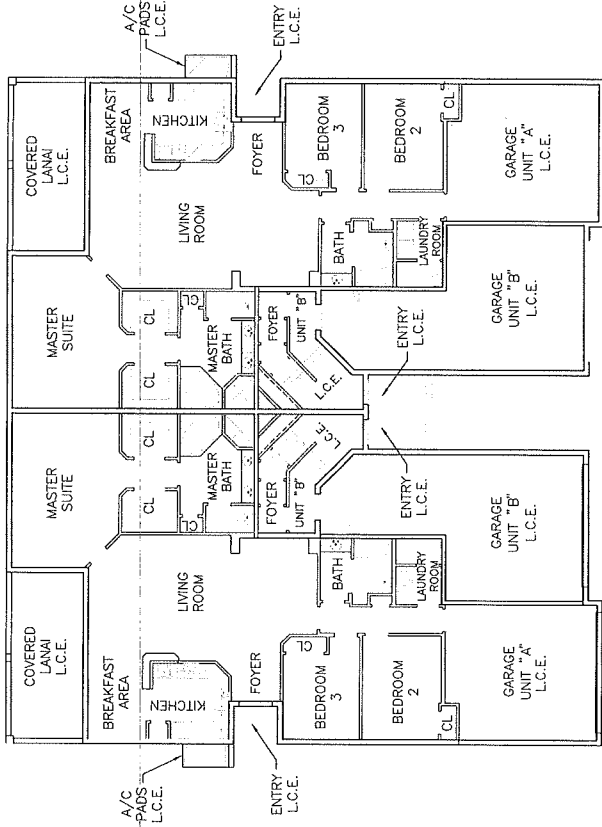
2D-126AB

2D-126AB

2D-126AB

2D-126AB

COACH HOMES I AT TREVISO BAY, A PHASE CONDOMINIUM PHASE 28



LEFT HAND RIGHT HAND

UNIT "A"

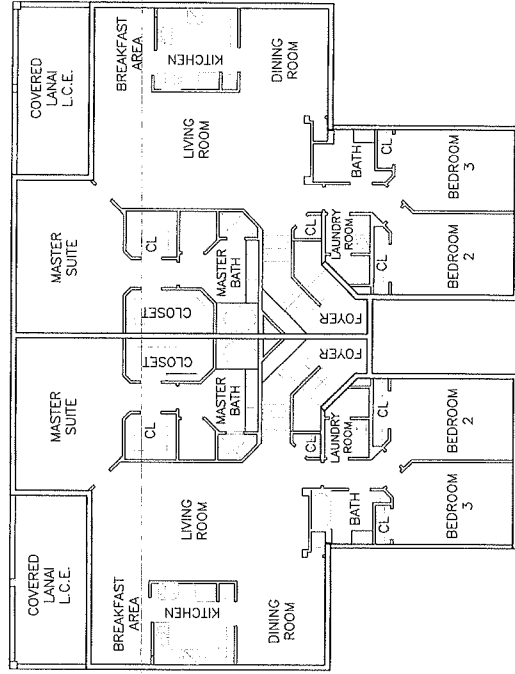
FIRST FLOOR

UNIT ROOM SIZE (TYPICAL)

ALL ROOM SIZES ARE APPROXIMATE
MASTER SUITE 19.8'X 14.4'
LIVING ROOM 18.7'X 16'
DINING ROOM 11.6'X 11.4'
BREAKFAST 10'X 7.5'
KITCHEN 10'X 10'
BEDROOM 2 13.1'X 10.4'
BEDROOM 3 13.1'X 10.1'
BATH 9.2'X 7.2'
MASTER BATH 15.2'X 9.8'
LAUNAI 22'X 9.3'



SCALE IN FEET



LEFT HAND RIGHT HAND

UNIT "B"

SECOND FLOOR

UNIT ROOM SIZE (TYPICAL)

ALL ROOM SIZES ARE APPROXIMATE
MASTER SUITE 19.7'X 13.9'
LIVING ROOM 27.5'X 15.2'
DINING ROOM 11'X 10.2'
BREAKFAST 11'X 8'
KITCHEN 10.8'X 10.8'
BEDROOM 2 17.2'X 10.9'
BEDROOM 3 16'X 10.3'
BATH 8'X 7'
MASTER BATH 15.8'X 10'
LAUNAI 22'X 9.3'

GENERAL NOTES:

1. A/C = AIR CONDITIONING
2. CL = CLOSET
3. L.C.E. = LIMITED COMMON ELEMENT
4. C.E. = COMMON ELEMENT
5. THIS EXHIBIT WAS PREPARED FROM ARCHITECTURAL PLANS PREPARED BY: WOOLFE & ASSOCIATES 20020 VETERANS BOULEVARD PORT CHARLOTTE, FLORIDA

IMPROVEMENTS SHOWN HEREON ARE PROPOSED UNLESS OTHERWISE NOTED

*** NOT A SURVEY ***

Wilson Miller Stantec
200 Bailey Ln, Suite 200, Naples, Florida 34105
Phone 239-438-1100
Fax 239-438-1101
Email: info@wilsonmiller.com
Certificate of Authorization #43 - Florida License #C-000070

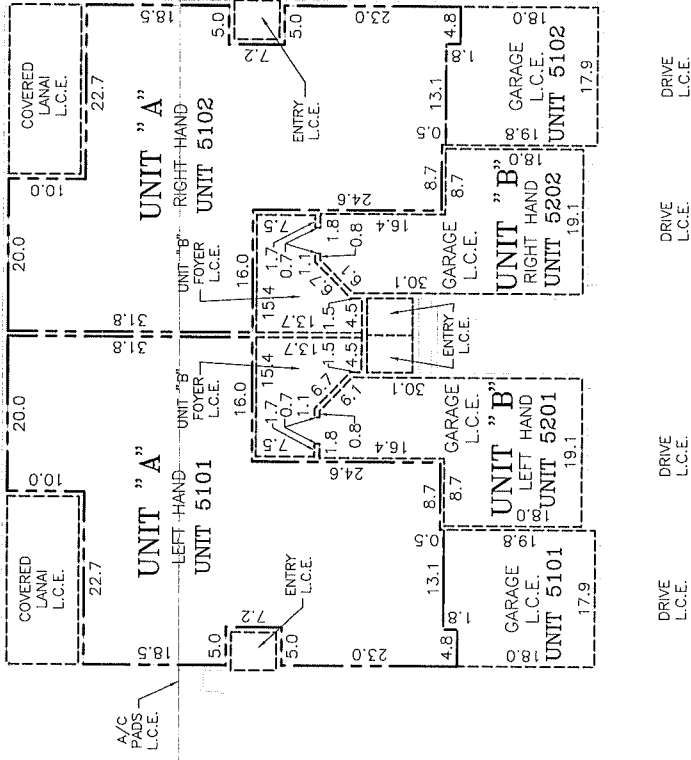
ACTIVITY	INITIALS	DATE	APPROVED
DESIGN			
PERMITTING			
CONSTRUCTION			
CHECKED BY:	UT	4/5/12	
FIELD BOOK PAGE	UPM	275	01 03 12

CLIENT: LENNAR HOMES, LLC
DATE: 01/12
SCALE: 1" = 10'
ORIS REFERENCE FILE NO.: 21569999
PROJECT NO. AND SHEET NUMBER: 21569999
SHEET NUMBER: 20-126AB

**COACH HOMES I AT TREVISO BAY, A PHASE CONDOMINIUM
GENERAL NOTES**

- 3.12. UNITS. THE CONDOMINIUM WILL CONTAINS A TOTAL OF ONE HUNDRED SIXTEEN (116) UNITS IF ALL PHASES ARE SUBMITTED, WHICH ARE LOCATED AND INDIVIDUALLY DESCRIBED HEREIN. THE BOUNDARIES OF EACH UNIT ARE AS FOLLOWS:
- 3.12.1. UPPER AND LOWER BOUNDARIES. THE UPPER AND LOWER BOUNDARIES OF THE UNIT SHALL BE THE FOLLOWING BOUNDARIES EXTENDED TO AN INTERSECTION WITH THE PERIMETRICAL BOUNDARIES;
- 3.12.1.1. UPPER BOUNDARIES. THE HORIZONTAL PLANE OF THE LOWEST SURFACE OF THE UNFINISHED CEILING SLAB.
- 3.12.1.2. LOWER BOUNDARIES. THE HORIZONTAL PLANE OF THE HIGHEST SURFACE OF THE UNFINISHED FLOOR SLAB AND THE INTERIOR STAIRWAY SERVING EACH SECOND FLOOR UNIT.
- 3.12.1.3. INTERIOR WALLS. NO PART OF THE NON-STRUCTURAL INTERIOR PARTITION WALLS WITHIN A UNIT SHALL BE CONSIDERED PART OF THE BOUNDARY OF A UNIT.
- 3.12.2. PERIMETRICAL BOUNDARIES. THE PERIMETRICAL BOUNDARIES OF THE UNIT SHALL BE THE VERTICAL PLANES OF THE BOUNDARY LINES DEFINED AND DEPICTED HEREIN, EXTENDED TO AN INTERSECTION WITH EACH OTHER AND WITH THE UPPER AND LOWER BOUNDARIES. ANY NON-LOADBEARING PORTION OF A PERIMETER WALL INSIDE THE PERIMETRICAL BOUNDARY OF A UNIT SHALL BE DEEMED A PART OF THE UNIT.
- 3.12.3. CERTAIN ITEMS EXCLUSIVELY SERVING A UNIT. IN ADDITION TO THE AREA WITHIN THE PERIMETRICAL AND UPPER AND LOWER BOUNDARIES DESCRIBED ABOVE , EACH UNIT SHALL BE DEEMED TO INCLUDE WITHIN ITS BOUNDARIES THE AIR HANDLING EQUIPMENT (LOCATED ON THE LAND ADJACENT TO THE BUILDING) EXCLUSIVELY SERVING THE UNIT AND ALL FOYERS DOORS, SCREEN DOORS, SCREEN WINDOWS, WINDOWS, GLASS AND ANY OTHER MATERIALS COVERING OPENINGS IN THE EXTERIOR OF THE UNIT, WHICH SERVE THE UNIT EXCLUSIVELY; PROVIDED HOWEVER SCREENING WITHIN THE BOUNDARIES OF A LIMITED COMMON ELEMENT FORMING PART OF A SCREENED PATIO SHALL BE DEEMED A LIMITED COMMON ELEMENT AND SHALL NOT FORM A PART OF A UNIT.
- 3.12.4. COVERED SCREEN LANAIS, DRIVEWAYS AND GARAGES. COVERED SCREENED LANAIS, DRIVEWAYS AND GARAGES, IF ANY SHALL NOT FORM A PART OF A UNIT AS SUCH AREAS ARE LIMITED COMMON ELEMENTS.
- 3.12.5. HEATING/AIR CONDITIONING EQUIPMENT AND WATER HEATER. THE HEATING/AIR CONDITIONING EQUIPMENT AND WATER HEATER SERVING A UNIT SHALL FORM A PART OF THE UNIT WHERE SUCH EQUIPMENT IS LOCATED. THE MAINTENANCE OF ANY SUCH EQUIPMENT SHALL BE THE SOLE RESPONSIBILITY OF THE UNIT BEING SERVED.
- 3.12.6. EXCEPTIONS. ANY PIPING, WIRING, DUCTS OR OTHER UTILITY INSTALLATIONS WHICH ARE LOCATED WITHIN ONE UNIT BUT WHICH SERVICE OTHER UNITS OR THE COMMON ELEMENTS AND THE REINFORCED CONCRETE PORTIONS OF ANY LOAD-BEARING COLUMNS OR WALLS WITHIN A UNIT SHALL BE COMMON ELEMENTS.
- 3.12.7. ENTRANCES. THE ENTRANCE OF EACH UNIT, AS SHOWN HEREIN, SHALL BE A LIMITED COMMON ELEMENT OF THE UNIT WHICH SUCH ENTRANCE EXCLUSIVELY SERVES.
- 3.12.8. GENERAL. IN CASES NOT SPECIFICALLY COVERED ABOVE, AND/OR IN ANY CASE OF CONFLICT OR AMBIGUITY, THE SURVEY OF THE UNITS SHALL CONTROL IN DETERMINING THE BOUNDARIES OF A UNIT, EXCEPT THAT THE PROVISIONS OF SECTIONS 3.12.1 AND 3.12.2 ABOVE SHALL CONTROL UNLESS SPECIFICALLY DEPICTED AND LABELED OTHERWISE ON SUCH SURVEY.
- 3.13. COMMONS ELEMENTS. THE COMMON ELEMENTS INCLUDE:
- 3.13.1. THE PORTIONS OF THE CONDOMINIUM PROPERTY WHICH ARE NOT INCLUDED WITHIN THE UNITS.
- 3.13.2. EASEMENTS THROUGH UNITS FOR CONDUITS, DUCTS, PLUMBING, PIPES, WIRING AND OTHER FACILITIES FOR THE FURNISHING OF UTILITIES AND OTHER SERVICES TO UNITS AND COMMON ELEMENTS.
- 3.13.3. AN EASEMENT OF SUPPORT IN EVERY PORTION OF THE UNIT WHICH CONTRIBUTES TO THE SUPPORT OF THE BUILDING.
- 3.13.4. THE PROPERTY AND INSTALLATIONS REQUIRED FOR THE FURNISHINGS OF UTILITIES AND OTHER SERVICES TO MORE THAN ONE UNIT OR TO THE COMMON ELEMENTS.
- 3.13.5. LIMITED COMMON ELEMENTS: PROVIDED HOWEVER, LIMITED COMMON ELEMENTS ARE NOT ACCESSIBLE BY ALL UNIT OWNERS.
- 3.13.6. FIXTURES OWNED OR HELD FOR THE COMMON USE, BENEFIT AND ENJOYMENT OF ALL UNIT OWNERS IN THE CONDOMINIUM.
- 3.13.7. METER ROOMS, ELECTRICAL ROOMS AND MECHANICAL ROOMS, IF ANY.
- 3.14. LIMITED COMMON ELEMENTS. EACH UNIT SHALL HAVE CERTAIN LIMITED COMMON ELEMENTS APPURTENANT THERETO AS FOLLOWS:
- 3.14.1. COVERED SCREENED LANAIS, INTERIOR STAIRWAYS AND FOYERS. COVERED SCREENED LANAIS, INTERIOR STAIRWAYS AND FOYERS WHICH ARE ACCESSIBLE FROM A UNIT SHALL BE LIMITED COMMON ELEMENTS APPURTENANT TO THE UNIT AND FOR THE EXCLUSIVE USE OF THE UNIT OWNER OWNING SUCH UNIT. THERE IS NO GUARANTEE THAT ANY UNIT SHALL HAVE ANY SPECIFIC VIEW.
- 3.14.2. DRIVEWAYS AND GARAGES. EACH UNIT SHALL BE ENTITLED TO THE EXCLUSIVE USE OF ONE (1) TWO (2) CAR GARAGE THAT IS ASSIGNED TO THAT UNIT HEREIN TOGETHER WITH THE EXCLUSIVE RIGHT OF USE OF ANY DRIVEWAY PAVEMENT LEADING TO ANY GARAGE. SUCH GARAGE MAY NOT BE CONVEYED, ASSIGNED OR ENCUMBERED EXCEPT AS AN APPURTENANCE TO THE UNIT WHICH IT IS ASSIGNED.
- 3.14.3. AIR SPACE AND AREA FOR AIR HANDLING COMPRESSOR EQUIPMENT. THE RIGHT OF EXCLUSIVE USE OF THE AIR SPACE AND AREA OF THE LAND ADJACENT TO EACH UNIT (OR ON THE SLAB ADJACENT TO THE UNIT LOCATED BELOW SUCH UNIT WITH RESPECT TO SECOND FLOOR UNITS) OCCUPIED BY THE AIR HANDLING COMPRESSOR EQUIPMENT CONSTITUTING A PART OF AND SERVING A UNIT SHALL BE A LIMITED COMMON ELEMENT APPURTENANT TO THE UNIT.
- 3.14.4. MAILBOXES. EACH UNIT SHALL BE ASSIGNED ONE (1) MAILBOX (EACH A "MAILBOX"). UPON SUCH ASSIGNMENT, THE MAILBOX SO ASSIGNED SHALL BE DEEMED A LIMITED COMMON ELEMENT OF THE UNIT AND THE UNIT OWNER'S RIGHT TO USE SUCH MAILBOX SHALL BECOME AN APPURTENANCE TO THE UNIT. THE EXCLUSIVE USE OF ANY SUCH MAIL BOX MAY NOT BE CONVEYED OR ASSIGNED TO ANOTHER UNIT OR UNIT OWNER.
- 3.14.5. OTHER. ANY OTHER PORTION OF THE COMMON ELEMENTS WHICH, BY ITS NATURE, CANNOT SERVE ALL UNITS BUT SERVES ONE (1) UNIT OR MORE THAN (1) UNIT, SHALL BE DEEMED A LIMITED COMMON ELEMENT OF THE UNIT(S) SERVED AND SHALL BE MAINTAINED BY SUCH OWNER. IN THE EVENT OF ANY DOUBT OR DISPUTE AS TO WHETHER ANY PORTION OF THE COMMON ELEMENTS CONSTITUTES A LIMITED COMMON ELEMENT OR IN THE EVENT OF ANY QUESTIONS AS TO WHICH UNITS ARE SERVED THEREBY, A DECISION SHALL BE MADE BY A MAJORITY VOTE OF THE BOARD AND SHALL BE BINDING AND CONCLUSIVE WHEN SO MADE.

COACH HOMES I AT TREVISO BAY, A PHASE CONDOMINIUM PHASE 29



FIRST FLOOR

GENERAL NOTES:

1. REFER TO DECLARATION OF CONDOMINIUM FOR DEFINITION AND DESIGNATION OF UNIT BOUNDARY.
2. INDICATES UNIT BOUNDARY.
3. EVERYTHING EXTERIOR TO THE UNITS AND LIMITED COMMON ELEMENT (L.C.E.) IS COMMON ELEMENT (L.C.E.).
4. THERE IS AN AIR CONDITIONING COMPRESSOR LIMITED COMMON ELEMENT (L.C.E.) FOR EACH UNIT LOCATED OUTSIDE OF THE BUILDING.
5. ELEVATIONS ARE BASED ON NATIONAL GEODETIC VERTICAL DATUM, 1929, (NAV83).
6. THIS EXHIBIT WAS PREPARED FROM ARCHITECTURAL PLANS PREPARED BY: WOOLF & ASSOCIATES, 20020 VETERANS BOULEVARD, FORT CHARLOTTE, FLORIDA

ACTIVITY INITIALS EXP. DATE YR. APPROVED:

FIELD WORK/DEW CHIEF	DATE	01/12
DESIGNED BY	DATE	03/12
CHECKED BY	DATE	03/12
FIELD BOOK/PAGE	DATE	03/12

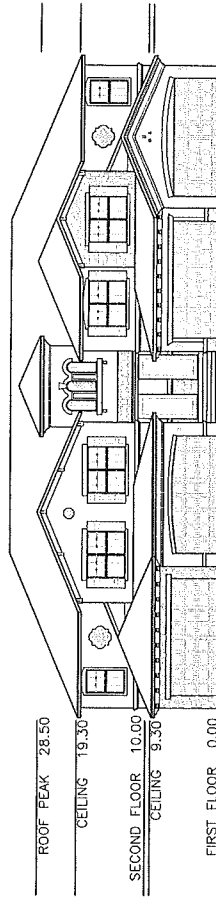
John P. Jallone
 JOHN P. JALLONE, P.E., M.S., F.S.E.
 3000 Bailey Ln., Suite 200, Naples, Florida 34105
 Phone 239-648-4000 • Fax 239-642-5778 • Web Site www.jstntec.com
 Certificate of Authorization No. 14000-000000

Wilson Miller Stantec
 3000 Bailey Ln., Suite 200, Naples, Florida 34105
 Phone 239-648-4000 • Fax 239-642-5778 • Web Site www.jstntec.com
 Certificate of Authorization No. 14000-000000

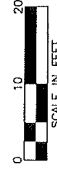
DESCRIPTION: FIRST AND SECOND FLOOR
 UNIT BOUNDARY PLAN AND SCHEMATIC SECTION
 COACH HOMES I AT TREVISO BAY,
 A PHASE CONDOMINIUM, PHASE 29
 OF PART OF TRACT FD-11, VERCELLI,
 PLAT BOOK 48, PAGES 11-14, COLLIER COUNTY, FLORIDA

DATE: 01/12
 SCALE: 1" = 10'
 CROSS REFERENCE FILE NO.:
 PROJECT NO. AND WORK ORDER NO. 215610779
 SHEET NUMBER 3 OF 3
 FILE NO.: 2D-126AC

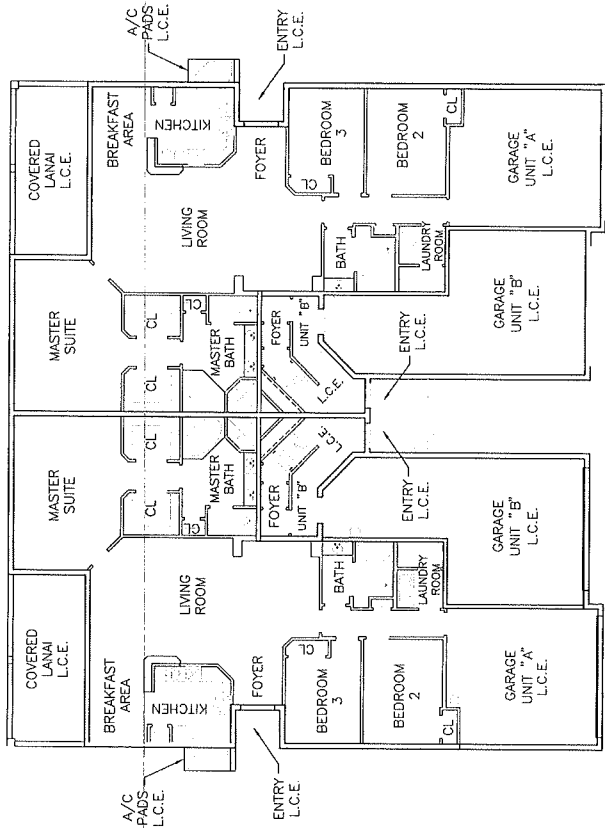
*** NOT A SURVEY ***
 IMPROVEMENTS SHOWN HEREON ARE
 PROPOSED UNLESS OTHERWISE NOTED



FRONT ELEVATION / SCHEMATIC SECTION



COACH HOMES I AT TREVISO BAY, A PHASE CONDOMINIUM PHASE 29



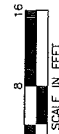
LEFT HAND RIGHT HAND

UNIT "A"

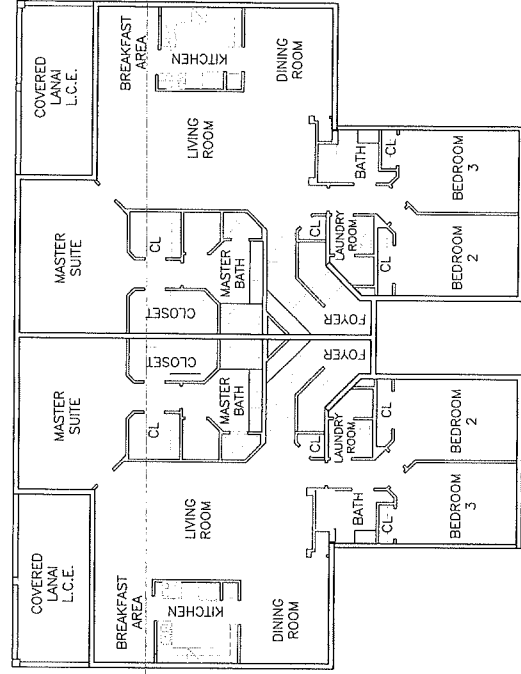
FIRST FLOOR

UNIT ROOM SIZE (TYPICAL)

ALL ROOM SIZES ARE APPROXIMATE
 MASTER SUITE 19.8'X 14.4'
 LIVING ROOM 18.7'X 16'
 DINING ROOM 11.6'X 11.4'
 BREAKFAST 10'X 7.5'
 KITCHEN 10'X 10'
 BEDROOM 2 13.1'X 10.4'
 BEDROOM 3 13.1'X 10.1'
 BATH 9.2'X 7.2'
 MASTER BATH 15.2'X 9.8'
 LANAI 22'X 9.3'



SCALE IN FEET



LEFT HAND RIGHT HAND

UNIT "B"

SECOND FLOOR

UNIT ROOM SIZE (TYPICAL)

ALL ROOM SIZES ARE APPROXIMATE
 MASTER SUITE 19.8'X 14.4'
 LIVING ROOM 18.7'X 16'
 DINING ROOM 11.6'X 11.4'
 BREAKFAST 10'X 7.5'
 KITCHEN 10'X 10'
 BEDROOM 2 13.1'X 10.4'
 BEDROOM 3 13.1'X 10.1'
 BATH 9.2'X 7.2'
 MASTER BATH 15.2'X 9.8'
 LANAI 22'X 9.3'

GENERAL NOTES:

1. A/C = AIR CONDITIONING
2. CL = CLOSET
3. L.C.E. = LIMITED COMMON ELEMENT
4. C.E. = COMMON ELEMENT
5. THIS EXHIBIT WAS PREPARED FROM ARCHITECTURAL PLANS PREPARED BY: WOOLFF & ASSOCIATES 20020 VETERANS BOULEVARD PORT CHARLOTTE, FLORIDA

IMPROVEMENTS SHOWN HEREON ARE PROPOSED UNLESS OTHERWISE NOTED

*** NOT A SURVEY ***

ACTIVITY RESEARCH	INITIALS	DATE	APPROVED:	DATE	CLIENT:
FIELD WORK/CREW CHIEF	DATE	DATE	DATE	DATE	LENAR HOMES, LLC
DRAFTED BY	DATE	DATE	DATE	DATE	COACH HOMES I AT TREVISO BAY, A PHASE CONDOMINIUM, PHASE 29
FIELD BOOK/PAGE	DATE	DATE	DATE	DATE	OF PART OF TRACT PD-1, VERCELLI PLAT BOOK 46, PAGES 11-14, COLLIER COUNTY, FLORIDA
PROJECT NO. AND WORK ORDER NO. 215610775				SHEET NUMBER 1 OF 1	
FILE NO. 20-126AC				FILE NO. 20-126AC	

WilsonMiller Stantec
 2500 Bay Ln, Suite 200, Naples, Florida 34108
 Phone 239-440-0400 Fax 239-440-5700
 Certificate of Authorization #43 - Florida License #C-000970

Jun 12, 2012 11:36:08 L:\UTILEVA\2156\active\215699999\Treviso\CONDO EXHIBITS\20-126AC-CONDO-I-SHT-4.dwg

EXHIBIT 3

ARTICLES OF INCORPORATION

**ARTICLES OF INCORPORATION
FOR
COACH HOMES I AT TREVISO BAY CONDOMINIUM
ASSOCIATION, INC.**

TABLE OF CONTENTS

1. Name1

2. Principal Office1

3. Registered Office - Registered Agent1

4. Definitions.....1

5. Purpose.....1

6. Powers and Duties.....1

6.1. General..... 1

6.2. Enumeration..... 1

7. Unit Owners and Membership.3

7.1. Membership 3

7.2. Assignment 3

7.3. Voting 3

7.4. Prior to Recordation of Declaration..... 3

8. Term of Existence3

9. Directors.....3

9.1. Number and Qualification..... 3

9.2. Duties and Powers..... 3

9.3. Election; Removal..... 3

9.4. Current Directors 3

10. Officers4

11. Incorporator.....4

12. Indemnification.4

12.1. Indemnity 4

12.2. Limitations on Indemnification..... 4

12.3. Effect of Termination of Action 5

12.4. Expenses 5

12.5. Approval 5

12.6. Advances..... 5

12.7. Miscellaneous 5

13. Bylaws.....5

14. Amendments5

14.1. Notice..... 6

14.2. Proposal..... 6

COACH HOMES I AT TREVISO BAY – ARTICLES OF INCORPORATION

14.3. Approval 6

14.4. Attendance Required..... 6

14.5. Limitation..... 6

14.6. Recording..... 6

14.7. Developer..... 6

**ARTICLES OF INCORPORATION
FOR
COACH HOMES I AT TREVISO BAY CONDOMINIUM ASSOCIATION, INC.**

The undersigned, for the purpose of forming a corporation not for profit pursuant to the laws of the State of Florida, does hereby adopt the following Articles of Incorporation (these “**Articles**”).

1. Name. The name of the corporation shall be COACH HOMES I AT TREVISO BAY CONDOMINIUM Association, Inc. (the “**Association**”).
2. Principal Office. The principal office of the Association is 10481 Six Mile Cypress Parkway, Fort Myers, Florida 33966.
3. Registered Office - Registered Agent. The street address of the Registered Office of the Association is 1833 Hendry Street, Fort Myers, Florida, 33901. The name of the Registered Agent of the Association is:

CHRISTOPHER J. SHIELDS

4. Definitions. A declaration entitled Declaration of Condominium for COACH HOMES I AT TREVISO BAY CONDOMINIUM, a Condominium (the “**Declaration**”) will be recorded in the Public Records of Collier County, Florida, and shall govern all of the operations of a Condominium to be known as COACH HOMES I AT TREVISO BAY, a Phase condominium (the “**Condominium**”). All initially capitalized terms not defined herein shall have the meanings set forth in the Declaration.
5. Purpose. The purpose for which the Association is organized is to provide an entity pursuant to the Florida Condominium Act (the “**Act**”) for the operation of the Condominium to be developed on property located in Collier County, Florida within the residential project known as COACH HOMES I AT TREVISO BAY, A PHASE CONDOMINIUM, which is part of Treviso Bay. The Association is organized to provide a means of administering the Condominium. The Unit Owners of the Condominium shall automatically be members (“**Members**”) of the Association.
6. Powers and Duties. The powers of the Association shall include and be governed by the following:
 - 6.1. General. The Association shall have all of the common law and statutory powers of a corporation not for profit under the laws of Florida that are not in conflict with the provisions of these Articles, the Declaration, the Bylaws or the Act.
 - 6.2. Enumeration. Without limiting the foregoing, the Association shall have all of the powers and duties reasonably necessary to operate the Condominium pursuant to the Declaration and as more particularly described in the Bylaws including, but not limited to, the following:

COACH HOMES I AT TREVISO BAY – ARTICLES OF INCORPORATION

6.2.1. Assessments and Special Assessments. To make and collect Assessments, Special Assessments and other charges from Unit Owners as provided in the Declaration, and to use the proceeds thereof in the exercise of its powers and duties.

6.2.2. Real and Personal Property. To buy, own, operate, lease, sell, trade and mortgage both real and personal property as may be necessary or convenient in the administration of the Condominium, and to maintain, repair, replace, reconstruct, add to and operate any Condominium Property, and other property acquired or leased by the Association for use by Unit Owners in the Condominium.

6.2.3. Insurance. To purchase insurance upon any Condominium Property and insurance for the protection of the Association, its officers, directors and Unit Owners of the Condominium. The Association shall have the power to purchase and maintain insurance on behalf of any person who is or was a director, officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against any liability asserted against him and incurred by him in any such capacity, or arising out of his status as such, whether or not the Association would have the power to indemnify him against such liability under the provisions of Article 12.

6.2.4. Rules and Regulations. To make and amend reasonable rules and regulations (the “**Rules and Regulations**”) for the maintenance, conservation and use of any Condominium Property and for the health, comfort and welfare of the Unit Owners in the Condominium.

6.2.5. Enforcement. To enforce by legal means the provisions of the Act, the Declaration, these Articles, the Bylaws, and the Rules and Regulations.

6.2.6. Management and Employees. To employ personnel, retain independent contractors, managers, and professional personnel; enter into any supply or service contracts; and contract for the management of the Condominium and, in connection therewith, to delegate powers and duties of the Association to the extent and in the manner permitted by the Declaration, the Bylaws, and the Act.

6.2.7. Approval of Transfers. Approve or disapprove the leasing, transfer, ownership, and possession of Units as may be provided by the Declaration.

6.2.8. Surface Water Management System. The obligation to operate and maintain the Surface Water Management System within COACH HOMES I AT TREVISO BAY, A PHASE CONDOMINIUM (including, without limitation, all lakes, retention areas, culverts and related appurtenances, if any) in a manner consistent with the applicable SFWMD Permit requirements and applicable SFWMD rules, and to assist in the enforcement of the Declaration which relate to the Surface Water Management System. The Association shall be responsible for assessing and collecting assessments for the operation, maintenance, and if necessary, repairs of the Surface Water Management System within COACH HOMES I AT TREVISO BAY, A PHASE CONDOMINIUM.

COACH HOMES I AT TREVISO BAY – ARTICLES OF INCORPORATION

7. Unit Owners and Membership.

7.1. Membership. The Members of the Association shall consist of all of the record owners of Units in the Condominium from time to time.

7.2. Assignment. The share of a Unit Owner in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to the Unit for which that share is held. The funds and assets of the Association shall be expended, held or used only for the benefit of the Unit Owners and for the purposes authorized herein, in the Declaration, and in the Bylaws.

7.3. Voting. On all matters upon which the Unit Owners shall be entitled to vote, there shall be only one (1) vote for each Unit, which vote shall be exercised or cast in the manner provided by the Bylaws. Any person or entity owning more than one (1) Unit shall be entitled to one (1) vote for each Unit owned.

7.4. Prior to Recordation of Declaration. Until such time as the real property comprising the Condominium, and the improvements now and/or to be constructed thereon, are submitted to the condominium form of ownership by recordation of the Declaration in the Public Records of Manatee County, Florida, the membership of the Association (the “**Membership**”) shall be comprised of the Directors of the Association, each of whom shall be entitled to cast a vote on all matters upon which the Membership would be entitled to vote.

8. Term of Existence. The Association shall have perpetual existence.

9. Directors.

9.1. Number and Qualification. The property, business and affairs of the Association shall be managed by a Board of Directors (the “**Board**”) consisting initially of three (3) directors, but subject to change as provided by the Bylaws. Directors appointed or designated by the Developer need not be Unit Owners of the Association or residents of Units in the Condominium. All other directors must be Unit Owners.

9.2. Duties and Powers. All of the duties and powers of the Association existing under the Act, the Declaration, these Articles, and the Bylaws shall be exercised exclusively by the Board, its agents, contractors and/or employees, subject only to approval by Unit Owners when such approval is specifically required by the Declaration or the Act.

9.3. Election; Removal. Directors shall be appointed, elected, and removed as provided in the Bylaws.

9.4. Current Directors. The names and addresses of the members of the current Board who shall hold office until their successors are appointed and/or elected, are as follows:

Anthony J. Burdett
10481 Six Mile Cypress Pkwy.
Ft. Myers, FL 33966

Darin McMurray
10481 Six Mile Cypress Pkwy.
Ft. Myers, FL 33966

Bryan Hurst
10481 Six Mile Cypress Pkwy.
Ft. Myers, FL 33966

10. Officers. The affairs of the Association shall be administered by the officers holding the offices designated in the Bylaws. The officers shall be elected by the Board and shall serve at the pleasure of the Board. The names and addresses of the current officers who shall serve until their successors are designated by the Board are as follows:

PRESIDENT: Anthony J. Burdett
10481 Six Mile Cypress Pkwy.
Ft. Myers, FL 33966

VICE PRESIDENT: Darin McMurray
10481 Six Mile Cypress Pkwy.
Ft. Myers, FL 33966

SECY/TREAS: Bryan Hurst
10481 Six Mile Cypress Pkwy.
Ft. Myers, FL 33966

11. Incorporator. The name and address of the Incorporator is as follows:

Christopher J. Shields
1833 Hendry Street
Fort Myers, FL 33901

12. Indemnification.

12.1. Indemnity. The Association shall indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending, or contemplated action, suit or proceeding, whether civil, criminal, administrative, or investigative, by reason of the fact that he is or was a director, employee, officer, or agent of the Association, against expenses (including reasonable attorneys' fees and paraprofessional fees at trial and upon appeal), judgments, fines and amounts paid in settlement actually and reasonably incurred by such person in connection with such action, suit or proceedings, if he acted in good faith and in a manner he reasonably believed to be in or not opposed to the best interest of the Association, and, with respect to any criminal action or proceeding, has no reasonable cause to believe his conduct was unlawful.

12.2. Limitations on Indemnification. Notwithstanding the foregoing, no indemnification shall be made with respect to any claim, issue or matter as to which such person shall have adjudged to be liable for gross negligence or intentional misconduct in the

COACH HOMES I AT TREVISO BAY – ARTICLES OF INCORPORATION

performance of his duties to the Association, unless and only to the extent that the court in which such action or suit was brought shall determine upon application that despite the adjudication of liability, but in view of all of the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper.

12.3. Effect of Termination of Action. The termination of any action, suit or proceeding by judgment, order, settlement, conviction or upon a plea of *nolo contendere* or its equivalent shall not, of itself, create a presumption that the person did not act in good faith and in a manner which he reasonably believed to be in or not opposed to the best interest of the Association, and with respect to any criminal action or proceeding, had reasonable cause to believe that his conduct was unlawful.

12.4. Expenses. To the extent that a director, officer, employee or agent of the Association has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in Section 12.1 above, or in defense of any claim, issue or matter therein, he shall be indemnified against expenses (including attorneys' fees and paraprofessional fees at trial and upon appeal) actually and reasonably incurred by him in connection therewith.

12.5. Approval. Any indemnification under Section 12.1 above (unless ordered by a court) shall be made by the Association only as authorized in the specific case upon a determination that indemnification of the director, officer, employee or agent is proper under the circumstances because he has met the applicable standard of conduct set forth in Section 12.1 above. Such determination shall be made (a) by the Board by a majority vote of a quorum consisting of directors who were not parties to such action, suit or proceeding, or (b) if such quorum is not obtainable, or, even if obtainable, if a quorum of disinterested directors so directs, by independent legal counsel in a written opinion, or by a majority of the voting interests of the Unit Owners.

12.6. Advances. Expenses incurred in defending a civil or criminal action, suit or proceeding shall be paid by the Association in advance of the final disposition of such action, suit or proceeding as authorized by the Board in any specific case upon receipt of an undertaking by or on behalf of the affected director, officer, employee or agent to repay such amount until such time it shall ultimately be determined that he was not entitled to be indemnified by the Association as authorized in this Article 12.

12.7. Miscellaneous. The indemnification provided by this Article shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under the Bylaws, agreement, vote of Unit Owners or otherwise, and shall continue as to a person who has ceased to be a director, officer, employee or agent and shall inure to the benefit of the heirs and personal representatives of such person.

13. Bylaws. The first Bylaws of the Association shall be adopted by the Board and may be altered, amended or rescinded by the Board, Unit Owners, and/or the Developer as provided in the Bylaws.

14. Amendments. Amendments to these Articles shall be proposed and adopted in the following manner:

COACH HOMES I AT TREVISO BAY – ARTICLES OF INCORPORATION

14.1. Notice. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which the proposed amendment is to be considered.

14.2. Proposal. A resolution for the adoption of a proposed amendment may be proposed either by a majority of the Board or Unit Owners holding one-third (1/3) of the voting interests in the Association.

14.3. Approval. An amendment shall be approved once it is approved:

14.3.1. by Unit Owners holding a majority of the voting interests in the Association present in person or by proxy at a Members meeting at which a quorum thereof has been attained and by not less than sixty-six and two thirds percent (66-2/3%) of the entire Board; or

14.3.2. by Unit Owners holding eighty percent (80%) of the voting interests in the Association present in person or by proxy at a Members meeting at which a quorum has been attained; or

14.3.3. prior to the date upon which Unit Owners other than Developer control the Board, by not less than one hundred percent (100%) of the entire Board.

14.4. Attendance Required. Directors not present in person at the meeting considering the amendment may express their agreement or disagreement in writing. Such agreement or disagreement may not be used as a vote for or against the action taken and may not be used for the purpose of creating a quorum.

14.5. Limitation. Notwithstanding the foregoing, no amendment shall be made that is in conflict with the Act, the Declaration, or the Bylaws, nor shall any amendment make any changes which would in any way affect any of the rights, privileges, powers, or options herein provided in favor of or reserved to the Developer herein or in the Declaration unless the Developer shall join in the execution of the amendment.

14.6. Recording. A copy of each amendment shall be filed with the Secretary of State pursuant to the provisions of applicable Florida law, and a copy certified by the Secretary of State shall be recorded in the Public Records of Collier County, Florida.

14.7. Developer. The Developer may amend these Articles consistent with the provisions of the Declaration allowing certain amendments to be effected by the Developer alone. This paragraph may not be amended.

For the purpose of forming this Association under the Laws of the State of Florida, the undersigned, being the Incorporator of this Association, has executed these Articles of Incorporation as of the _____ day of _____, 20____.

CHRISTOPHER J. SHIELDS

STATE OF FLORIDA)

COUNTY OF LEE)

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by Christopher J. Shields, who is personally known to me.

NOTARY PUBLIC

ACCEPTANCE BY REGISTERED AGENT

The undersigned, having been named to accept service of process for the above-stated corporation at the place designated in this certificate, hereby agrees to act in this capacity, is familiar with, and accepts, the obligations of this position and further agrees to comply with the provisions of all statutes relative to the proper and complete performance of my duties.

Dated this _____ day of _____, 20____.

CHRISTOPHER J. SHIELDS

COACH HOMES I AT TREVISO BAY – ARTICLES OF INCORPORATION

EXHIBIT 4

BY-LAWS WITH RULES AND REGULATIONS

**BY-LAWS
OF**

**COACH HOMES I AT TREVISO BAY
CONDOMINIUM ASSOCIATION, INC.**

INDEX

TABLE OF CONTENTS

	Page
1. Identity	1
2. Definitions	1
3. Members.....	1
3.1 Annual Members Meeting.....	1
3.1.1 Date.....	1
3.1.2 Purpose and Notice	1
3.1.3 Agenda.....	1
3.2 Special Members Meetings	1
3.2.1 How Called	1
3.2.2 Purpose and Notice	1
3.2.3 Agenda.....	1
3.3 Waiver of Notice.....	2
3.4 Affidavit or Certificate of Mailing	2
3.5 Quorum	2
3.6 Voting by Members.....	2
3.6.1 Majority Vote.....	2
3.6.2 Voting Interests.....	2
3.6.2.1 Unit Owned By Husband and Wife	2
3.6.2.2 Trusts	2
3.6.2.3 Corporations	2
3.6.2.4 Partnerships	2
3.6.2.5 Multiple Individuals	2
3.6.2.6 Voting Certificate	2
3.6.3 Liability of the Association.....	2
3.7 Proxies.....	3
3.8 Adjourned Members Meetings	3
3.9 Action Without a Members Meeting.....	3
4. Directors.....	3
4.1 Membership	3
4.2 Developer's Right to Appoint	3
4.2.1 Turnover Date.....	3
4.2.2 Turnover Meeting	4
4.3 Election of Directors	4
4.4 Vacancies and Removal	4
4.4.1 Vacancies Generally	4
4.4.2 Recall of a Director.....	4
4.5 Term.....	4
4.6 Regular Board Meetings.....	4
4.7 Special Board Meetings	4
4.8 Notice Requirements for Board Meetings.....	4
4.8.1 Generally.....	4
4.8.2 Agenda.....	4
4.8.3 Additional Notice Requirements for Assessments and Other Special Items.....	5
4.9 Waiver of Notice.....	5
4.10 Quorum	5
4.11 Adjourned Board Meetings	5
4.12 Joinder in Board Meeting by Approval of Minutes.....	5
4.13 Presiding Officer	5
4.14 Committees	5
4.15 Attendance	5
4.16 Voting	5
4.17 Unanimous Written Consent	5
5. Minutes of Board and Members Meetings	5
6. Unit Owners' Right to Participation at Members Meetings, Board Meetings, and Committee Meetings	5
7. Powers and Duties	5
8. Officers.....	6
8.1 President.....	7
8.2 Vice President	7
8.3 Secretary.....	7
8.4 Assistant Secretary.....	7

8.5 Treasurer 7

9. Compensation of Directors and Officers 7

10. Resignations 7

11. Fiscal Management..... 7

11.1 Fiscal Year 7

11.2 Adoption of Budget by Board; Items 7

11.3 Notice of Budget Meeting 7

11.4 Special Membership Meeting on Budget 7

11.5 Limitation on Developer Approved Budget Increases 7

11.6 Collection of Assessments 7

11.7 Depository 7

11.8 Reserve Funds 7

11.9 Acceleration of Assessment 8

11.10 Fidelity Bonds 8

11.11 Financial Reports 8

12. Roster of Unit Owners..... 8

13. Parliamentary Rules..... 8

14. Amendments..... 8

14.1 Notice 8

14.2 Proposal..... 8

14.3 Approval..... 8

14.4 Developer’s Consent 8

14.5 Attendance Not Required 8

14.6 No Amendments Adverse to the Developer 8

14.7 Execution and Recording 8

14.8 Procedure 8

15. Rules and Regulations 8

16. Mandatory Nonbinding Arbitration..... 9

17. Certificate of Compliance..... 9

18. Transfer Fees 9

19. Construction and Conflicts 9

20. Written Inquiries from Unit Owners..... 9

21. Captions..... 9

BY-LAWS
OF
COACH HOMES I AT TREVISO BAY CONDOMINIUM ASSOCIATION, INC.

1. Identity. These are the By-Laws of Coach Homes I at Treviso Bay Condominium Association, Inc. (the “Association”), a corporation not-for-profit, incorporated under the laws of the State of Florida and organized for the purpose of administering that certain condominium located in Collier County, Florida, and known as Coach Homes I at Treviso Bay, a Phase condominium (the “Condominium”).

2. Definitions. All of the initially capitalized terms used herein shall have the meanings set forth in the Declaration of Condominium for Coach Homes I at Treviso Bay, a Phase condominium (the “Declaration”), unless defined otherwise herein. In addition, the following terms shall have the following meanings:

“Act” shall mean the Florida Condominium Act as it is amended from time to time; provided, however, the Act shall not be incorporated in these By-Laws or in any other document governing the Condominium except as specifically set forth herein.

“Articles” shall mean the Articles of Incorporation for the Association, as the same may be amended from time to time.

“Board” shall mean the Board of Directors of the Association.

“Committee” shall mean any committee created by the Board.

“Condominium Documents” shall mean the Declaration, the Articles, these By-Laws, and the Rules, as the same may be amended from time to time.

“Division” shall mean the Division of Florida Condominiums, Timeshares and Mobile Homes.

“Members Meeting” shall mean any meeting of the Unit Owners held in accordance with these By-Laws and the Act.

3. Members.

3.1 Annual Members Meeting.

3.1.1 Date. The Annual Members Meeting shall be held on the date, at the place, and at the time determined by the Board from time to time, which meeting location shall be within 45 miles of the condominium property.

3.1.2 Purpose and Notice. The purpose of the Annual Members Meeting shall be stated in the notice of the meeting, which shall include an agenda. Advance notice shall be mailed to Unit Owners at least fourteen (14) days prior to the Annual Members Meeting, and shall be posted in a conspicuous place on the Condominium Property at least fourteen (14) continuous days prior to the Annual Members Meeting, all as specifically provided in the Act.

3.1.3 Agenda. The Agenda for an Annual Members Meeting shall include each of the following items, if applicable, and any additional items deemed appropriate by the Board: call to order; collection of election ballots not yet cast, appointment of a chairman of the Annual Members Meeting (who need not be a Member or a Director); proof of notice of the Members Meeting or waiver of notice; appointment of inspectors of election; election of Director(s); reports of committees, unfinished business, new business, and adjournment. The collection of election ballots not yet cast shall be the first item of business.

3.2 Special Members Meetings.

3.2.1 How Called. A Special Members Meeting may be called by the President or by a majority of the Board of the Association, and must be called by the President or Secretary upon receipt of a written request from Unit Owners holding twenty percent (20%) of all the Voting Interests of the Association. Additionally, a Special Members Meeting may be called by Unit Owners holding ten percent (10%) of the Voting Interests of the Association to recall a Director or Directors of the Board as permitted by the Act (currently Section 718.112(2)(j) of the Florida Statutes).

3.2.2 Purpose and Notice. Special Members Meetings may be called for any purpose permitted by law. The business conducted at a Special Members Meeting shall be limited to that stated in the notice of the Special Members Meeting, which shall include an agenda. Advance notice shall be mailed to Unit Owners at least fourteen (14) continuous days prior to the Special Members Meeting, and shall be posted in a conspicuous place on the Condominium Property at least fourteen (14) continuous days prior to the Special Members Meeting, all as specifically provided in the Act.

3.2.3 Agenda. The Agenda for a Special Members Meeting shall include each of the following items, if applicable, and any additional items deemed appropriate by the Board: call to order; collection of votes not yet cast, appointment of a chairman of the Special Members Meeting (who need not be a Member or a Director); proof of notice of the Members Meeting or waiver of notice; special items of business, and adjournment.

3.3 Waiver of Notice. Notice of a Members Meeting may be waived by a Unit Owner unless prohibited by the Act.

3.4 Affidavit or Certificate of Mailing. The Association shall include in the official records of the Association an affidavit or certificate of mailing conforming with the requirements of the Act, which are incorporated herein by reference (currently Section 718.112(2)(d)2 of the Florida Statutes).

3.5 Quorum. A quorum at a Members Meeting shall be attained by the presence, either in person or by proxy, of Unit Owners entitled to cast thirty percent (30%) of the Voting Interests of the Unit Owners; provided, however, quorum requirements (or lack thereof) and requirements that a minimum number of ballots be cast for the election of Directors shall be as provided in the Act.

3.6 Voting by Members.

3.6.1 Majority Vote. The acts approved by Unit Owners holding a majority of the Voting Interests of the Association present in person or by proxy at a Members Meeting at which a quorum is present shall be binding upon all Unit Owners except where otherwise provided by law or in the Condominium Documents.

3.6.2 Voting Interests. Each Unit Owner shall be a Member of the Association. No person who holds an interest in a Unit only as security for the performance of an obligation shall be a Member of the Association. Membership shall be appurtenant to, and may not be separated from, ownership of any Unit. There shall be one vote appurtenant to each Unit. For the purposes of determining who may exercise the Voting Interest associated with each Unit, the following rules shall govern:

3.6.2.1 Unit Owned By Husband and Wife. Either the husband or wife (but not both) may exercise the voting interest with respect to a Unit. In the event the husband and wife cannot agree, neither may exercise the voting interest.

3.6.2.2 Trusts. In the event that any trust owns a Unit, the Association shall have no obligation to review the trust agreement with respect to such trust. If the Unit is owned by Robert Smith, as Trustee, Robert Smith shall be deemed the Unit Owner of the Unit for all Association purposes. If the Unit is owned by Robert Smith as Trustee for the Laura Jones Trust, then Robert Smith shall be deemed the Member with respect to the Unit for all Association purposes. If the Unit is owned by the Laura Jones Trust, and the deed does not reference a trustee, then Laura Jones shall be deemed the Member with respect to the Unit for all Association purposes. If the Unit is owned by the Jones Family Trust, the Jones Family Trust may not exercise its voting interest unless it presents to the Association, in the form of an attorney opinion letter or affidavit reasonably acceptable to the Association, the identification of the person who should be treated as the Member with respect to the Unit for all Association purposes. If Robert Smith and Laura Jones, as Trustees, hold title to a Unit, either trustee may exercise the voting interest associated with such Unit. In the event of a conflict between trustees, the voting interest for the Unit in question cannot be exercised. In the event that any other form of trust ownership is presented to the Association, the decision of the Board as to who may exercise the voting interest with respect to any Unit shall be final. The Association shall have no obligation to obtain an attorney opinion letter in making its decision, which may be made on any reasonable basis whatsoever.

3.6.2.3 Corporations. If a Unit is owned by a corporation, the corporation shall designate a person, an officer, employee, or agent who shall be treated as the Member who can exercise the voting interest associated with such Unit. If the corporation fails to designate a person to vote, then the President or Vice-President may exercise the voting interest associated with such Unit. In the event of a conflict among the officers entitled to exercise a voting interest, the voting interest for such Unit cannot be exercised.

3.6.2.4 Partnerships. If a Unit is owned by a limited partnership, any one of the general partners may exercise the voting interest associated with such Unit. By way of example, if the general partner of a limited partnership is a corporation, then the provisions hereof governing corporations shall govern which person can act on behalf of the corporation as general partner of such limited partnership. If a Unit is owned by a general partnership, any one of the general partners may exercise the voting interest associated with such Unit. In the event of a conflict among general partners entitled to exercise a voting interest, the voting interest for such Unit cannot be exercised.

3.6.2.5 Multiple Individuals. If a Unit is owned by more than one individual, any one of such individuals may exercise the voting interest with respect to such Unit. In the event that there is a conflict among such individuals, the voting interest for such Unit cannot be exercised.

3.6.2.6 Voting Certificate. If a Unit is owned by more than one individual, a corporation, a partnership or a trust, the Board will require the use of a Voting Certificate identifying the Member with authority to vote on behalf of each such Unit.

3.6.3 Liability of the Association. The Association may act in reliance upon any writing or instrument or signature, whether original or facsimile, which the Association, in good faith, believes to be genuine, may assume the validity and accuracy of any statement or assertion contained in such a writing or instrument, and may assume that any person purporting to give any writing, notice, advice or instruction in connection with the provisions hereof has been duly authorized to do so. So long as the Association acts in good faith, the Association shall have no liability or obligation with respect to the exercise of Voting Interests, and no election shall be invalidated (in the absence of fraud) on the basis that the Association permitted or denied any person the right to exercise a voting interest. In addition, the Board may impose additional requirements respecting the exercise of Voting Interests (e.g., the execution of a Voting Certificate).

3.7 Proxies. Votes may be cast in person or by use of a limited proxy complying with the requirements of the Act. All of the provisions of the Act regarding general and limited proxies are incorporated into these By-Laws by reference (currently Section 718.112(2)(b)2 of the Florida Statutes). A proxy holder need not be a Unit Owner.

3.8 Adjourned Members Meetings. If any proposed Members Meeting cannot be organized because a quorum has not been attained, the Members who are present, either in person or by proxy, may adjourn the Members Meeting from time to time until a quorum is present, provided notice of the newly scheduled Members Meeting is given in the manner required for the giving of notice of a Members Meeting.

3.9 Action Without a Members Meeting. Prior to the Turnover Date and unless prohibited by law, any action required to be taken or which may be taken at any Members Meeting may be taken without a Members Meeting, without prior notice, and without a vote of the Members if a consent in writing, setting forth the action so taken shall be signed by the Members (or persons authorized to cast the vote of any such Member as elsewhere herein set forth) holding not less than the minimum number of Voting Interests that would be necessary to approve such action. Within ten (10) days after obtaining such authorization by written consent, notice must be given to Unit Owners who have not consented in writing. The notice shall fairly summarize the material features of the authorized action.

4. Directors.

4.1 Membership. The affairs of the Association shall be governed by a Board with a minimum of three (3) Directors. Notwithstanding the foregoing, the number of Directors may be increased and decreased to any odd number (so long as there are at least three (3) Directors) from time to time by the Developer prior to the Turnover Date, and after the Turnover Date upon the vote of Unit Owners holding a majority of the Voting Interests of the Association present in person or proxy at a Members Meeting at which a quorum is obtained. Any change in the number of Directors shall not become effective until the next Annual Members Meeting (e.g., prior to the mailing of any notice required for an election of Directors). Any Director designated or appointed by Developer need not be a Unit Owner or a resident of a Unit. All other Directors must be Unit Owners or the spouse of a Unit Owner. Co-owners of a Unit are not eligible to serve on the Board at the same time unless they own more than one (1) unit or unless there are not enough eligible candidates to fill the vacancies on the Board. A person who has been suspended by the Association and persons who are convicted felons, who have not had their civil rights restored, or who are more than ninety (90) days delinquent in the payment of regular assessments, special assessments or fines are not eligible to serve or be a candidate on the Board. A director or officer more than ninety (90) days delinquent in the payment of any monetary obligation due the Association shall be deemed to have abandoned the office, creating a vacancy in the office to be filled according to law.

4.2 Developer's Right to Appoint. The Developer shall have the right to appoint all of the Directors comprising the Board until Unit Owners other than the Developer own fifteen percent (15%) or more of the Units that will be operated ultimately by the Association. When Unit Owners other than the Developer own fifteen percent (15%) or more of the Units that will be operated ultimately by the Association, the Unit Owners other than the Developer shall be entitled to elect not less than one-third (1/3) of the Members of the Board. The Developer is entitled (but not obligated) to elect at least one (1) member of the Board as long as the Developer holds for sale in the ordinary course of business five percent (5%) of the Units that will be operated ultimately by the Association. The developer is entitled to elect at least one member of the board of administration of an association as long as the developer holds for sale in the ordinary course of business at least 5 percent in condominiums with fewer than 500 units, and 2 percent, in condominiums with more than 500 units, of the units in a condominium operated by the association. Following the time the developer relinquishes control of the association, the developer may exercise the right to vote any developer-owned units in the same manner as any other unit owner except for purposes of reacquiring control of the association or selecting the majority members of the board of administration.

4.2.1 Turnover Date. Unit Owners other than the Developer are entitled and obligated to elect not less than a majority of the Directors comprising the Board no later than the earlier of (the "Turnover Date"):

4.2.1.1 three (3) years after fifty percent (50%) of the Units that will be operated ultimately by the Association have been conveyed to Unit Owners, or

4.2.1.2 three (3) months after ninety percent (90%) of the Units that will be operated ultimately by the Association have been conveyed to Unit Owners, or

4.2.1.3 when all of the Units that will be operated ultimately by the Association have been completed, some of them have been conveyed to Unit Owners and none of the others are being offered for sale by the Developer in the ordinary course of business, or

4.2.1.4 when some of the Units have been conveyed to Unit Owners and none of the others are being constructed or offered for sale by the Developer in the ordinary course of business, or

4.2.1.5 when the Developer files a petition seeking protection in bankruptcy; or

4.2.1.6 when a receiver for the Developer is appointed by a circuit court and is not discharged within thirty (30) days after such appointment, unless the court determines within 30 days after appointment of the receiver that transfer of control would be detrimental to the Association or its members; or

4.2.1.7 seven (7) years after recordation of the Declaration creating the initial phase, or

COACH HOMES I AT TREVISIO BAY - BYLAWS

4.2.1.8 such earlier date the Developer elects to turn over control of the Association to Unit Owners other than the Developer, in Developer's sole discretion, by causing all of Developer's appointed Directors to resign.

4.2.2 Turnover Meeting. Within seventy-five (75) days after the Unit Owners other than the Developer are entitled to elect one or more Directors to the Board, or if the Developer has elected to accelerate such events aforesaid, the Association shall call, and give not less than sixty (60) days notice of an election in the manner provided in Section 718.112(2)(d) of the Florida Statutes. The meeting may be called and the notice given by any Unit Owner if the Association fails to do so. The election shall proceed as provided in Section 718.112(2)(d) of the Florida Statutes. At the time that Unit Owners other than the Developer elect a majority of the Directors comprising the Board (or not more than ninety (90) days after such election with respect to the audited financial records of the Association), the Developer shall relinquish control of the Association and, at the Developer's expense, deliver to the Association all property of the Association held by or controlled by the Developer, and all items required to be turned over by the Act. Upon election of the first Unit Owner other than the Developer to the Board, the Developer shall forward to the Division the name and mailing address of the Unit Owner.

4.3 Election of Directors. All of the provisions regarding the election of Directors in the Act and in the Florida Administrative Code are incorporated herein by reference. The Act contains detailed and specific provisions, which may be changed by the Florida legislature from time to time. In general, the Act requires the election of Directors shall be held at the Annual Members Meeting. The regular annual elections, as well as elections to fill vacancies, shall be by written ballot or voting machine, and by a plurality of the votes cast, each person voting shall be entitled to cast his vote for each of as many nominees as there are vacancies to be filled. There shall be no cumulative voting. There shall be no quorum requirement; however, at least twenty percent (20%) of the eligible voters must cast a ballot in order to have a valid election of Directors. Notwithstanding the provisions of this subsection, an election and balloting are not required unless more candidates file notices of intent to run or are "nominated" than vacancies exist on the Board. The Act and the Florida Administrative Code contain detailed and specific provisions on the manner in which notices must be sent to Unit Owners and the manner in which the elections must actually be held.

4.4 Vacancies and Removal.

4.4.1 Vacancies Generally. Except as to vacancies resulting from removal of Directors by Members, vacancies in the Board occurring between Annual Members Meetings shall be filled by the remaining Directors even if less than a quorum (e.g., one Director remains), provided that only Developer may vote, in person or by limited proxy, to fill a vacancy on the Board previously occupied by a Board Member elected by Developer.

4.4.2 Recall of a Director. Directors may be removed from office in the manner provided for the removal of Directors in the Act. As stated in Section 718.112(2)(j) of the Florida Statutes, as it may be renumbered from time to time, a Director may be recalled and removed from office with or without cause by the vote or agreement in writing of a majority of all Unit Owners. A Special Members Meeting for recall may be called by Unit Owners holding ten percent (10%) of the Voting Interests in the Association. Directors elected or appointed by Unit Owners other than the Developer shall be subject to recall only by the Unit Owners other than the Developer. Voting Interests owned or controlled by the Developer shall not vote in such recall, whether in person or by proxy. Directors appointed by the Developer shall not be subject to recall or removal by the Unit Owners.

4.5 Term. Except as provided herein to the contrary, the term of each Director's service shall expire at the Annual Members Meeting and such board members may stand for reelection unless otherwise permitted by the bylaws. If no person is interested in or demonstrates an intention to run for the position of a board member whose term has expired according to the provisions of the Act, such board member whose term has expired shall be automatically reappointed to the board of administration and need not stand for reelection. In the event that the Bylaws permit staggered terms of no more than 2 years and upon approval of a majority of the total voting interests, the Association Board members may serve 2-year staggered terms.

4.6 Regular Board Meetings. Regular Board Meetings may be held at such time and place as shall be determined, from time to time, by a majority of the Directors.

4.7 Special Board Meetings. Special Board Meetings may be called by the President and must be called by the President or Secretary at the written request of one-third (1/3) of the Directors.

4.8 Notice Requirements for Board Meetings.

4.8.1 Generally. Notice of Board Meetings shall be given to each Director, personally or by mail, telephone or telegraph, and shall be transmitted at least two (2) days prior to the meeting. Notice of Board Meetings shall be posted conspicuously on the Condominium Property for at least forty-eight (48) continuous hours in advance for the attention of the Unit Owners except in the event of an emergency. Upon notice given by mail or personally to each Unit Owner, the Board shall adopt a rule designating a specific location on the Condominium Property upon which all notices of Board meetings, both regular and special, shall be posted.

4.8.2 Agenda. All notices for Board Meetings must specifically incorporate an agenda. Any item not included on the notice may be taken up on an emergency basis by a majority plus one of the Directors. Such emergency action shall be noticed and ratified at the next regular Board Meeting. Notice of Board Meetings at which Assessments shall be considered shall contain a statement that Assessments will be considered and describe the nature of such Assessments.

4.8.3 Additional Notice Requirements for Assessments and Other Special Items. Notwithstanding the above, at any Board Meeting at which there will be proposed, discussed or approved (i) non-emergency Special Assessments, or (ii) amendments to Rules regarding Unit use, additional notice must be mailed or hand delivered to each Unit Owner as well as posted conspicuously on the Condominium Property, not less than fourteen (14) days prior to the Board Meeting. Evidence of compliance with the fourteen (14) day notice requirement shall be in the form of an affidavit executed by the person providing notice, which shall be placed in the official records of the Association.

4.9 Waiver of Notice. Any Director may waive notice of a Board Meeting before or after the Board Meeting and that waiver shall be deemed equivalent to be due receipt by such Director of notice. Attendance by any Director at a Board Meeting shall constitute a waiver of notice of such Board Meeting, except when his attendance is for the express purpose of objecting at the beginning of the Board Meeting to the transaction of business because the Board Meeting is not lawfully called.

4.10 Quorum. A quorum at Board Meetings shall consist of a majority of the Board. The acts approved by a majority of those present at a Board Meeting at which a quorum is present shall constitute the acts of the Board except when approval by a greater number of Directors is specifically required by the Condominium Documents.

4.11 Adjourned Board Meetings. If at any proposed Board Meeting there is less than a quorum present, the majority of those present may adjourn the Board Meeting from time to time until a quorum is present, provided notice of such newly scheduled Board Meeting is given as required herein. At any newly scheduled Board Meeting, any business that might have been transacted at the Board Meeting as originally called may be transacted.

4.12 No Joinder in Board Meeting by Approval of Minutes. The joinder of a Director in the action of a Board Meeting by signing and concurring in the minutes of that Board Meeting shall not constitute the approval of that Director of the business conducted at the Board Meeting. A Director may submit in writing his or her agreement or disagreement with any action taken at a meeting that the member did not attend. This agreement or disagreement may not be used as a vote for or against the action taken and may not be used for the purposes of creating a quorum.

4.13 Presiding Officer. The presiding officer at the Board Meetings shall be the President (who may, however, designate any other person to preside). In the absence of the presiding officer, the Directors present may designate any person to preside.

4.14 Committees. The Board may create one or more Committees, appoint Board Members and/or Unit Owners to such Committees, and invest in such Committees such powers and responsibilities as the Board shall deem advisable to make recommendations to the Board regarding the Association or the Condominium. To the extent required by the Act, notice of Committee Meetings shall be given in the same manner as for Board Meetings.

4.15 Attendance. A Director who is present at any Director's meeting at which action on any corporate matter is taken shall be presumed to have assented to the action taken, unless he votes against such action or abstains from voting. A Board member who abstains from voting on any action taken on any corporate matter shall be presumed to have taken no position with regard to the action. Board members may not vote by proxy or by secret ballot at Board meetings, except that officers may be elected by secret ballot. A vote or abstention for each member present shall be recorded in the minutes.

4.16 Voting. A Director may not vote by proxy and there shall be no secret ballot voting by Directors at a Board meeting, except that officers may be elected by secret ballot. The minutes of the meeting must reflect each Director's vote or abstention.

4.17 Unanimous Written Consent. A unanimous written consent setting forth any action to be taken by the Board and signed by all Directors shall be sufficient to constitute the consent and approval to such action by the Board. Nothing in this Section 4.17 shall allow any such action to be taken by the Board without a meeting of the Board to the extent a meeting of the Board is required to be held to take such action under the Act.

5. Minutes of Board and Members Meetings. The minutes of all Board Meetings and Members Meetings shall be kept in a book available for inspection by Unit Owners, or their authorized representatives, and Directors at any reasonable time. The Association shall retain these minutes for a period of not less than seven (7) years.

6. Unit Owners' Right to Participation at Members Meetings, Board Meetings, and Committee Meetings. All Members Meetings, Board Meetings, and Committee Meetings shall be open to Unit Owners. Unit Owners shall have a right to participate at all Members Meetings and Board Meetings as to all designated agenda items. The Board may adopt reasonable rules governing the frequency, duration, and manner of Unit Owner participation. Unit Owners shall have the right to tape record or videotape Members Meetings and Board Meetings subject to the reasonable rules adopted by the Division.

7. Powers and Duties. All of the powers and duties of the Association shall be exercised by the Board, including those powers and duties existing under the laws of Florida and the Condominium Documents. Such powers and duties shall be exercised in accordance with the Condominium Documents and the Act, and shall include, without limitation, the right, power and authority to:

7.1 Operate and maintain all portions of the Condominium Property other than the Units.

7.2 Convey a portion of the Common Elements to a condemning authority, governmental entity, or a public utility for the purpose of providing utility easements, right-of-way expansion, or other public purposes, whether negotiated or as a result of eminent domain proceedings.

7.3 Employ and dismiss the personnel necessary for the maintenance and operation of the Common Elements.

7.4 Adopt and amend Rules concerning the details of the operation and use of the Condominium Property.

7.5 Maintain bank accounts on behalf of the Association and designate the signatories required therefor. The duty to maintain accounting records shall be according to good accounting practices, which shall be open to inspection by Unit Owners or their authorized representatives at reasonable times.

7.6 Purchase (at a foreclosure sale or otherwise), lease, hold, mortgage, or otherwise acquire Units or other property in the name of the Association or its designee for the use and benefit of the Unit Owners or for use by a resident manager or concierge. Without limiting the foregoing, the Association, when authorized by a majority of the Voting Interests of the Units represented at a meeting at which a quorum has been attained, shall have the power to acquire and enter into agreements for the acquisition of fee interests, leaseholds, memberships and other possessory or use interests in lands or facilities, including, but not limited to, country clubs, golf courses, marinas and other recreational facilities, whether or not contiguous to the lands of the Condominium intended to provide for the use or benefit of the Unit Owners (whether or not on an exclusive basis). The expenses of ownership (including the expense of making and carrying any mortgage related to such ownership), rental, membership fees, operation, replacements and other expenses and undertakings in connection therewith shall be Common Expenses.

7.7 Obtain and maintain adequate insurance to protect the Association and the Condominium Property.

7.8 Make repairs, additions and improvements to, or alterations of, the Condominium Property, and repairs to and restoration of the Condominium Property in accordance with the provisions of the Declaration after damage or destruction by fire or other casualty or as a result of condemnation or eminent domain proceedings or otherwise.

7.9 Enforce obligations of the Unit Owners.

7.10 Levy fines where appropriate against Units for the failure of the Unit Owner, or its occupant, licensee or invitee, to comply with any provision of the Declaration, these By-Laws or the reasonable rules of Association.

7.11 Borrow money on behalf of the Condominium when required in connection with the operation, care, upkeep, and/or maintenance of the Condominium Property, and to execute promissory notes and other evidences of indebtedness and to give as security therefor mortgages and security interests in property owned by the Association, provided that such actions are approved by a majority of the entire membership of the Board and a majority of the Voting Interests of the Unit Owners represented at a meeting at which a quorum has been attained, or by such greater percentage of the Board or Voting Interests of the Unit Owners as may be specified in these By-Laws with respect to certain borrowing.

7.12 Contract for the management and maintenance of the Condominium Property and authorize a management agent (which may be an affiliate of the Developer) to assist the Association in carrying out its powers and duties by performing such functions as the submission of proposals, collection of Assessments and Special Assessments, preparation of records, enforcement of Rules and maintenance, repairs and replacement of the Common Elements with funds as shall be made available by the Association for such purposes. The Association shall, however, retain at all times the powers and duties granted by the Condominium Documents and the Act, including but not limited to the making of Assessments, Special Assessments, promulgation of Rules and execution of contracts on behalf of the Association.

7.13 At its discretion, authorize Unit Owners or other persons to use portions of the Common Elements for private parties, gatherings, and other purposes and impose reasonable charges for such private use.

7.14 Grant, modify or move any easement, subject to the provisions of the easement, without the joinder of any Unit Owners, if the easement constitutes part of or crosses the Common Elements.

7.15 Levy Assessments and Special Assessments against Unit Owners and perform all other fiscal obligations of the Association.

7.16 The irrevocable right of access to each Unit during reasonable hours, when necessary for the maintenance, repair or replacement of any Common Elements or for making emergency repairs therein necessary to prevent damage to the Common Elements or to any other Unit or Units.

7.17 Charge a Use Fee against a Unit Owner for the exclusive or non-exclusive use of all or a portion of the Common Elements or Condominium Property or as otherwise provided by the Declaration.

8. Officers. Officers elected by the Directors appointed by the Developer need not be Unit Owners. All other officers must be Unit Owners. The Board shall elect the officers listed below. Prior to the Turnover Date, any

COACH HOMES I AT TREVISO BAY - BYLAWS

person may hold two (2) or more offices except that the President shall not also serve as the Secretary of the Association at the same time. Prior to the Turnover Date, the Board may, from time to time, elect such other officers and designate their powers and duties as the Board shall find to be required to properly manage the affairs of the Association.

8.1 President. The President shall be the chief executive officer of the Association. He shall have all of the powers and duties that are usually vested in the office of president of an association.

8.2 Vice President. The Vice President shall exercise the powers and perform the duties of the President in the absence or disability of the President. He also shall assist the President and exercise such other powers and perform such other duties as are incident to the office of the Vice President of an association and as shall otherwise be prescribed by the Directors.

8.3 Secretary. The Secretary shall keep the minutes of all proceedings of the Directors and the Members. He shall perform all other duties incident to the office of the secretary of an association and as may be required by the Directors or the President.

8.4 Assistant Secretary. The Assistant Secretary shall exercise the powers and perform the duties of the Secretary in the absence or disability of the Secretary.

8.5 Treasurer. The Treasurer shall have custody of all property of the Association, including funds, securities and evidences of indebtedness. He shall perform all other duties incident to the office of the treasurer of an association and as may be required by the Directors or the President.

9. Compensation of Directors and Officers. Neither Directors nor officers shall receive compensation for their services as such, but this provision shall not preclude the Board from employing a Director or officer as an employee of the Association, nor preclude contracting with a Director or officer for any service or item to be supplied by such Director or officer; provided, however, management of the Condominium shall be through a company in the business of providing professional management services to associations. Directors and officers shall be compensated for all actual and proper out of pocket expenses relating to the proper discharge of their respective duties. This provision may only be amended by Unit Owners holding a majority of the Voting Interests in the Association.

10. Resignations. Any Director or officer may resign his post at any time by written resignation, delivered to the President or Secretary, which shall take effect upon its receipt unless a later date is specified in the resignation, in which event the resignation shall be effective from such date unless withdrawn. The acceptance of a resignation shall not be required to make it effective.

11. Fiscal Management. The provisions for fiscal management of the Association set forth in the Declaration and Articles shall be supplemented by the following provisions:

11.1 Fiscal Year. The fiscal year of the Association shall be the calendar year.

11.2 Adoption of Budget by Board; Items. The Board shall from time to time, and at least annually, prepare a budget for the Condominium complying with Section 718.112(2)(f) of the Florida Statutes, which is incorporated herein by reference.

11.3 Notice of Budget Meeting. A copy of the proposed budget shall be mailed to each Unit Owner not less than fourteen (14) days prior to the Board Meeting at which the budget will be considered, together with a notice of that Board Meeting indicating the time and place of such meeting.

11.4 Special Membership Meeting on Budget. If a budget is adopted by the Board which requires Assessments against the Unit Owners in any year exceeding one hundred fifteen percent (115%) of such Assessments (as determined by the Act) for the preceding year, as hereinafter defined, upon written application of Unit Owners holding ten percent (10%) of the Voting Interests to the Board, a Special Members Meeting shall be held as provided in the Act (currently Section 718.112(2)(e) of the Florida Statutes, which is incorporated herein by reference).

11.5 Limitation on Developer Approved Budget Increases. As long as the Developer is in control of the Board, the Board shall not impose an Assessment for a year greater than one hundred fifteen percent (115%) of the prior year's Assessment (as determined pursuant to the Act), without the approval of Unit Owners owning a majority of the Voting Interests (including the Voting Interests of the Developer).

11.6 Collection of Assessments. Assessments shall be collected quarterly from the Unit Owners. Assessments may be accelerated as provided in the Declaration and as permitted by the Act. In the event the annual Assessments prove to be insufficient, the budget and Assessments may be amended and increased at any time by the Board upon compliance with the notice and other requirements of the Act.

11.7 Depository. The depository of the Association shall be such bank or banks in the County as shall be designated from time to time by the Directors and in which the monies of the Association shall be deposited. Withdrawal of monies from these accounts shall be made only by checks signed by such person or persons as are authorized by the Directors.

11.8 Reserve Funds. The provision of the Act respecting reserve funds are incorporated herein.

COACH HOMES I AT TREVISIO BAY - BYLAWS

11.9 Acceleration of Assessment. If a Unit Owner shall be delinquent in the payment of an Assessment, the Board may accelerate the remaining installments of the Assessment as permitted by the Declaration and the Act.

11.10 Fidelity Bonds. To the extent required by law, fidelity bonds shall be required for those persons who control or disburse funds of the Association in the amount(s) required by the Act. The premiums on such bonds shall be paid by the Association as a Common Expense.

11.11 Financial Reports. Within ninety (90) days (or as otherwise provided in the Act from time to time) following the end of the fiscal year, or annually on such date as is otherwise provided herein, the Board shall mail, or furnish by personal delivery, to each Unit Owner financial reports complying with the requirements of the Act.

12. Roster of Unit Owners. Each Unit Owner shall file with the Association a copy of the deed or other document showing his ownership. The Association shall maintain such information. The Association may rely upon the accuracy of such information for all notice purposes until notified in writing of changes therein as provided above.

13. Parliamentary Rules. Roberts' Rules of Order (latest edition) shall govern the conduct of the Association meetings when not in conflict with the Declaration, the Articles or these By-Laws.

14. Amendments. Amendments to these By-Laws shall be proposed and adopted in the following manner:

14.1 Notice. Notice of the subject matter of a proposed amendment shall be included in the notice of a meeting at which a proposed amendment is to be considered.

14.2 Proposal. A resolution for the adoption of a proposed amendment may be proposed either by a majority of the Board or by Unit Owners holding not less than one-third (1/3) of the Voting Interests of the Association.

14.3 Approval. An amendment shall be approved as follows:

14.3.1 by Unit Owners holding not less than a majority of the Voting Interests in the Association in person or by proxy at a Members Meeting at which a quorum has been attained **and** by not less than sixty-six and two-thirds percent (66-2/3%) of the entire Board; or

14.3.2 by Unit Owners holding eighty percent (80%) of the Voting Interests of the Association in person or by proxy at a Members Meeting at which a quorum has been attained; or

14.3.3 prior to the date that Unit Owners other than Developer control the Board, by not less than one hundred percent (100%) of the entire Board.

14.4 Developer's Consent. Notwithstanding Section 14.3, so long as Developer is offering any Units in the Condominium for sale in the ordinary course of business, an amendment of these By-Laws which would eliminate, modify, prejudice, abridge or otherwise adversely affect any rights, benefits, privileges or priorities granted or reserved to Developer regarding the sale of Units by Developer shall not be effective without the written consent of Developer. Developer shall have an absolute right to consent to such an amendment or withhold consent for any reason or no reason whatsoever.

14.5 Attendance Not Required. Directors not present in person at the meeting considering the amendment may express their agreement or disagreement in writing, provided that the same is delivered to the Secretary at or prior to the meeting. Such agreement or disagreement may not be used as a vote for or against the action taken and may not be used for the purpose of creating a quorum.

14.6 No Amendments Adverse to the Developer. No amendment may be adopted which would eliminate, modify, prejudice, abridge or otherwise adversely affect any rights, benefits, privileges or priorities granted or reserved to the Developer without the consent of the Developer. No Amendment shall be made that is in conflict with the Articles or Declaration.

14.7 Execution and Recording. A copy of each amendment shall be attached to a certificate certifying that the amendment was duly adopted as an amendment of these By-Laws, which certificate shall be executed by the President or Vice President with the formalities of a deed, or by the Developer alone if the amendment has been adopted consistent with the provisions of the Declaration allowing such action by the Developer. The amendment shall be effective when the certificate and a copy of the amendment is recorded in the Public Records of Manatee County.

14.8 Procedure. The Act contains certain procedural requirements for amendments to By-Laws, all of which are incorporated herein by reference.

15. Rules and Regulations. The Board may, from time to time, adopt, modify, amend or add to the Rules. Copies of such modified, amended or additional Rules shall be furnished by the Board to each affected Unit Owner not less than thirty (30) days prior to the effective date thereof. At no time may any Rules be adopted which would prejudice the rights reserved to the Developer. The initial Rules adopted by the Board together with these Bylaws, are attached hereto as Schedule A.

16. Mandatory Nonbinding Arbitration. The provisions of the Section 718.1255 of the Florida Statutes (as it may be renumbered or amended) respecting mandatory nonbinding arbitration are incorporated into and made part of these By-Laws.

17. Certificate of Compliance. A certificate of compliance from a licensed electrical contractor or electrician may be accepted by the Board as evidence of compliance of the Units with applicable fire and life safety codes.

18. Transfer Fees. The Association may charge up to the maximum transfer fees permitted by the Act. The Association may require that a prospective lessee place a security deposit in the amount permitted by the Act into an escrow account with the Association, subject to the requirements of the Act.

19. Construction and Conflicts. Wherever the context so permits, the singular shall include the plural, the plural shall include the singular, and the use of any gender shall be deemed to include all genders. In the event that these By-Laws conflict with the Articles and/or the Declaration, the Articles and By-Laws shall control. In the event that the Articles and the Declaration shall these By-Laws conflict with the Declaration, the Declaration shall control. This provision may not be amended.

20. Written Inquiries from Unit Owners. When a Unit Owner files a written inquiry by certified mail with the Board, the Board shall respond in writing to the Unit Owner within thirty (30) days of receipt of the inquiry. The Board's response shall either give a substantive response to the inquirer, notify the inquirer that a legal opinion has been requested, or notify the inquirer that advice has been requested from the Division. If the Board requests advice from the Division, the Board shall, within ten (10) days of its receipt of the advice, provide in writing a substantive response to the inquirer. If a legal opinion is requested, the Board shall, within sixty (60) days after the receipt of the inquiry, provide in writing a substantive response to the inquirer. The failure to provide a substantive response to the inquirer as provided herein precludes the Board from recovering attorney's fees and costs in any subsequent litigation, administrative proceeding, or arbitration arising out of the inquiry.

21. Captions. The captions herein are inserted only as a matter of convenience and for reference and in no way define or limit the scope of these By-Laws of the intent of any provision hereof. The foregoing constitute the first Bylaws of Coach Homes I at Treviso Bay Condominium Association, Inc., and were duly adopted at a meeting of the Board of Directors held on _____, 2012.

Date: _____, 2012.

COACH HOMES I AT TREVISO BAY
CONDOMINIUM ASSOCIATION, INC.

Attest:

Secretary

(SEAL)

President

**RULES AND REGULATIONS FOR
COACH HOMES I AT TREVISO BAY, A PHASE
CONDOMINIUM**

RULES AND REGULATIONS FOR
COACH HOMES I AT TREVISO BAY, A PHASE CONDOMINIUM

The following Rules and Regulations govern COACH HOMES I AT TREVISO BAY, A PHASE CONDOMINIUM. All initially capitalized terms not defined herein shall have the meanings set forth in the Declaration of Condominium for COACH HOMES I AT TREVISO BAY, A PHASE CONDOMINIUM. These Rules and Regulations have been promulgated by the Board, and are subject to change from time to time.

1. The entrances, and like portions of the Common Elements shall not be obstructed nor used for any purpose other than for ingress and egress to and from the Condominium Property; nor shall any carts, bicycles, carriages, chairs, tables or any other similar objects be stored therein.
2. The personal property of Unit Owners must be stored in their respective Units.
3. No garbage cans, supplies, milk bottles or other articles shall be placed on the patios and terraces, or on any Common Elements except for designated trash areas, if any. No linens, cloths, clothing, curtains, rugs, mops or laundry of any kind, or other articles, shall be shaken or hung from any of the windows, doors, fences, patios, terraces, if any, or other portions of the Condominium Property.
4. No Unit Owner shall permit anything to fall from a window or door of the Condominium Property, nor sweep or throw from the Condominium Property any dirt or other substance into any of the patios, terraces or upon the Common Elements.
5. All refuse must be deposited in tied plastic bags and placed in areas designated for refuse disposal.
6. No Unit Owner, tenant, visitor, licensee or invitee shall park any type of motor vehicle other than in marked parking spaces.
7. No Unit Owner shall make or permit any disturbing noises in his Unit by himself or his family, servants, employees, agents, visitors or licensees, nor permit any conduct by such persons that will interfere with the rights, comforts or conveniences of other Unit Owners. No Unit Owner shall play or permit to be played any musical instrument, nor operate or permit to be operated a phonograph, television, radio or sound amplifier in his Unit in such a manner as to disturb or annoy other residents. No Unit Owner shall conduct, nor permit to be conducted, vocal or instrumental instruction at any time which disturbs other residents.
8. No radio or television installation may be permitted in any Unit which interferes with the television or radio reception of another Unit.
9. No sign, advertisement, notice, lettering or descriptive design shall be exhibited, posted, displayed, inscribed or affixed to the exterior of a Unit or in, on or upon any part of the Condominium Property, except signs used or approved by Association..
10. Association shall have the right to retain a pass key to all Units for the purpose of access to such Units during reasonable hours, when necessary for the maintenance, repair, or replacement of any Common Elements or for making emergency repairs which are necessary to prevent damage to the Common Elements or to another Unit or Units. If a lock is altered or a new lock installed the Unit Owner shall provide Association with an additional key and security code, if applicable.
11. No flammable, combustible or explosive fluids, chemicals or substances shall be kept in any Unit or on the Common Elements.
12. Employees of Association are not to be sent out by Unit Owners for personal errands. The Board shall be solely responsible for directing and supervising employees of Association.
13. A Unit Owner who plans to be absent during the hurricane season must prepare his Unit prior to his departure by designating a responsible firm or individual to install and remove hurricane shutters, if any, and care for his Unit should the Unit suffer hurricane damage,

and furnish Association with the name(s) of such firm or individual. Such firm or individual shall be subject to the approval of Association.

14. Food and beverages may not be consumed outside of a Unit except on terraces or patios which are Limited Common Elements appurtenant to the Unit.

15. A Unit Owner shall not cause anything to be affixed or attached to, hung, displayed or placed on the exterior walls, doors, terraces, patios, or windows of the Building; provided, however, an American flag and official flags that represent the United States Army, Navy, Air Force, Marine Corps, or Coast Guard may be displayed as well as an attachment on the mantel or frame of the door of the Unit Owner of a religious object not to exceed three (3) inches wide, six (6) inches high and one and a half (1.5) inches deep, all as permitted by the Act. Curtains and drapes (or linings thereof) which face on exterior windows or glass doors of Units shall be subject to disapproval by the Board, in which case they shall be removed and replaced with acceptable items. No Unit Owner shall install a screen enclosure, glass enclosure, or the like, to or upon the outside walls of the Building or on the Common Elements or Limited Common Elements without the prior written consent of the Board.

16. Unit Owners and occupants of Units shall park their bicycles and tricycles only within the Unit.

17. Unit Owners must seek the approval of the Board for the installation of hurricane shutters. The Board may approve or deny the request in its sole discretion. Notwithstanding the foregoing, the Board may not deny the installation of hurricane shutters conforming to specifications adopted by the Board. These Rules and Regulations, along with the hurricane shutter specifications set forth in the Declaration, have been adopted by the Board in accordance with applicable local building code. Unit Owners are responsible for the maintenance, repair and replacement of the hurricane shutters. Subject to the applicable building codes, in the event that the hurricane shutters need to be replaced, a Unit Owner shall replace the hurricane shutters with the same color and type of shutters conforming to specifications adopted by the Board.

18. These Rules and Regulations shall not apply to the Developer, nor its agents or employees, and contractors, nor to Institutional First Mortgagees, nor to the Units owned by either the Developer or such Institutional First Mortgagees, unless the Rules of the Florida Department of Business and Professional Regulation or the Act require otherwise. All of these Rules and Regulations shall apply, however, to all other Unit Owners and occupants even if not specifically so stated in portions hereof. The Board shall be permitted (but not required) to grant relief to one or more Unit Owners from specific Rules and Regulations upon written request therefore and good cause shown in the sole opinion of the Board.

This Instrument Prepared By:
Charles Mann, Esq.
Pavese Law Firm
1833 Hendry Street
Fort Myers, FL 33901
(239) 334-2195

**DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR
TREVISO BAY GOLF CLUB
(GOLF DECLARATION)**

THIS DECLARATION OF COVENANTS, CONDITIONS, AND RESTICTIONS ("Golf Declaration" or "Declaration") is made this 13 day of January, 2012, by Lennar Homes, LLC, a Florida limited liability company ("Declarant").

WHEREAS, Declarant owns certain real property located within Collier County, Florida upon which it intends to create a planned community made up of various residential units as well as an 18 hole golf course and related recreational and other common facilities and amenities collectively to be known as Treviso Bay; and

WHEREAS, all of Treviso Bay has been subjected to that certain Amended and Restated Declaration of Covenants, Conditions and Restrictions for Treviso Bay recorded at Official Records Book ___, Page ___ of the Public Records of Collier County Florida ("Master Declaration"); and

WHEREAS, Declarant desires to create a separate set of covenants governing the use and operation of the golf course, as well as providing for a separate bundled golf membership program for Treviso Bay; and

WHEREAS to provide a means for meeting the purposes and intents herein set forth, the Declarant has incorporated Treviso Bay Golf Club, Inc., a Florida corporation not for profit (hereinafter the "Golf Club"); and

WHEREAS, the golf membership program is anticipated to provide that some, but not all, lots or other residential units in Treviso Bay will be required to become Members of the Treviso Bay Golf Club pursuant to the terms and conditions of the Golf Declaration.

NOW THEREFORE the Declarant, and any other person owning an interest in the subject property who at any time consents to or joins in the making of this Golf Declaration, hereby declares that the real property described in Exhibit "A" hereto, is and shall be owned, used, sold, conveyed, encumbered, demised and occupied subject to the provisions of this Declaration, which shall run with the Land subject to the Golf Declaration and be binding on all parties having any right, title or interest in the real property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof. Further, the express intent of Declarant is that substantive contract rights created hereunder shall not be retroactively affected by legislation enacted subsequent to the recording of this Golf Declaration.

1. **DEFINITIONS.** The following definitions shall apply to the terms used in this Golf Declaration and its recorded exhibits, unless the context clearly requires another meaning.

1.1 "**Assessment**" or "**Assessments**" means a share of the funds required for the payment of the expenses of the Golf Club which from time to time are assessed against the Golf Members, including without limitation annual assessments and special assessments, as authorized by Section 8 of this Declaration.

1.2 "**Board**" means the Board of Directors of Treviso Bay Golf Club, Inc.

1.3 "**CDD**" means and refers to the Wentworth Estates Community Development District.

1.4 "**CDD Property**" means any and all real property and improvements which the CDD either owns, contracts, operates, administers or has jurisdiction over or any combination of the foregoing or otherwise administers pursuant to its responsibilities under Chapter 190, Florida Statutes, and the documents establishing the CDD. The term "CDD Property" shall include systems, facilities and services that the CDD may acquire, construct, maintain and finance over the years (which constitute projects or infrastructure improvements) which may or may not be owned by the CDD.

1.5 "**County**" or "**the County**" means Collier County, Florida.

1.6 "**Declarant**" means Lennar Homes, LLC, a Florida limited liability company, its successors, grantees or assigns or any other entity to which the Declarant specifically assigns any or all of the rights it may have under this Golf Declaration.

1.7 "**Family**" means one natural person or two or more natural persons each of whom are related to each other by blood, marriage, or adoption and who customarily reside and live together and otherwise hold themselves out as a single housekeeping unit or not more than two natural persons who are not related to each other by blood or adoption, who customarily reside and live together and otherwise hold themselves out as a single housekeeping unit. The decision as to whether two persons reside and constitute a qualifying family unit shall be a matter for the Board of Directors in their sole and unbridled discretion. Once designated and accepted by the Board as a qualifying family unit, no change in persons so constituting the qualifying family unit may be made except for one time in any calendar year and no more than three times in any constituent partner's lifetime, but in all events such change in partner shall be subject to the Board's approval in its sole and unbridled discretion. Further, the biological or adopted children of only one person shall be entitled to golf privileges if they meet all of the following conditions: (a) said child or children are age 21 or less; and (b) such child or children are not married or co-habiting with any third party; and (c) said children do not have custodial children of their own, (i.e., grandchildren of the Member); and (d) said children reside with the Owner on a permanent basis, or in the case of college or graduate students, at such times as the student is not enrolled in a college or university. If a Lot or Living Unit is owned by two or more persons who are not a "family" as described above, or is owned by an entity which is not a natural person, the Owner shall be required to select and designate one (1) family as defined above to utilize the Golf Membership. The Golf Club may restrict the frequency of changes in such designation when there is no change in ownership of the Lot or Living Unit.

1.8 "**Golf Club**" means Treviso Bay Golf Club, Inc., a Florida corporation not for profit, which has its principal place of business in Collier County, Florida, and its successors and assigns.

1.9 "**Golf Club Common Areas**" or "**Common Areas**" means any and all real property and improvements owned by, leased to, or otherwise dedicated to the Golf Club for the use and benefit of the Golf Members.

1.10 "**Golf Club Documents**" means this Golf Declaration, the Articles of Incorporation and Bylaws of the Golf Club, and the various Rules and Regulations, all as lawfully amended from time to time. In the event of an irreconcilable conflict between any two of the Golf Club Documents, the order of priority shall be the same as the order in which they are named in this Section 1.10.

1.11 "**Golf Club Property**" means all real property comprising Treviso Bay Golf Club, and the improvements thereon.

1.12 "**Golf Member**" means a person who is entitled to membership in the Golf Club, as provided in Section 2 of the Golf Club Bylaws. Membership is mandatory for the Owners of all Lots or Living Units submitted to this Declaration.

1.13 "**Guest**" means any person who is physically present in, or occupies a Living Unit on a temporary basis at the invitation of the Owner or other legally permitted occupant, without the payment of consideration.

1.14 "**Institutional Mortgagee**" means:

(A) a lending institution having a first mortgage lien upon a Lot or Living Unit, including any of the following institutions: a Federal or State savings and loan or building and loan association, a bank chartered by a state or federal government, a real estate investment trust, a pension and profit sharing trust, a mortgage company doing business in the State of Florida, or a life insurance company; or

(B) a governmental, quasi-governmental or private agency that is engaged in the business of holding, guaranteeing or insuring residential mortgage loans (including without limitation the Federal National Mortgage Association), Governmental National Mortgage Association, Federal Home Loan Mortgage Corporation, Federal Housing Administration and Veterans Administration and which holds, guarantees or insures a first mortgage upon a Lot or Living Unit; or

(C) the Declarant and any and all investors or lenders, or the successors and assigns of such investors or lenders which have loaned money to Declarant to acquire, develop, or construct improvements upon the Golf Club Property and who have a mortgage lien on all or a portion of the Golf Club Property securing such loan. An "Institutional Mortgage" is a first mortgage held by an Institutional Mortgagee encumbering a Lot or Living Unit.

1.15 "**Lands**" means the land described in Exhibit "A" to this Golf Declaration, as it may be amended from time to time, or as may be otherwise submitted to this Golf Declaration by Supplemental Declaration or by consent and joinder of the Owner and mortgagee(s) of any land being submitted.

1.16 "**Lease**" when used in connection with a Living Unit, means the grant by the Owner of the Living Unit of a temporary right of use of the Living Unit for valuable consideration.

1.17 "**Living Unit**" means any residential structure, including a single family detached or attached dwelling unit or condominium unit, submitted to this Golf Declaration and intended for use by one family as their place of residence. If a Living Unit is a free-standing or attached single family home or villa located on a Lot, the use of the term "Living Unit" or "Unit" shall be interpreted as if the term was followed immediately by the words "and the Lot on which it is located."

1.18 "**Lot**" means one or more of the platted portions of land into which parts of Treviso Bay have been subdivided and submitted to this Golf Declaration, upon each of which a single Living Unit has been, or is intended to be, constructed. Unless the context clearly requires a different interpretation, the term "Lot" shall be interpreted as if it were followed by the words "and the Living Unit constructed thereon".

1.19 "**Master Declaration**" is the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Treviso Bay recorded in O.R. Book ____, Page ____, Public Records of Collier County, Florida, and all exhibits attached thereto.

1.20 "**Occupy**" when used in connection with a Living Unit, means the act of using a Living Unit as one's place of residence for two (2) or more consecutive days. An "**Occupant**" is one who occupies a Living Unit, other than the Owner or his family as defined above.

1.21 "**Owner**" means the record Owner of legal title to any Lot or Living Unit.

1.22 "**SFWMD**" means South Florida Water Management District.

1.23 "**Treviso Bay**" is the name of the development that Treviso Bay Golf Club is a part of.

1.24 "**Voting Interests**" means the arrangement established in Section 2.1 of the Bylaws of the Golf Club by which the Owners of each Lot or Living Unit are entitled to vote in the affairs of the Golf Club, whenever a vote of the Owners is permitted or required as to any Golf Club business.

2. **TREVISO BAY GOLF CLUB**. Treviso Bay Golf Club shall consist of an 18 Hole championship style golf course, as well as related amenities and facilities. Every Owner of a Lot or Living Unit subject to this Golf Declaration shall be a Golf Member of the Golf Club. Each Lot or Living Unit shall be held, sold and conveyed subject to the covenants, conditions and restrictions of the Golf Declaration, the terms of which shall run with the title to each such Lot or Living Unit.

The Declarant contemplates that not all of the Owners of Lots or Living Units in Treviso Bay will become Golf Members of the Golf Club. The Lots or Living Units that shall be bundled with golf memberships to the Golf Club will be subjected to this Golf Declaration by their inclusion in Exhibit "A" to the Declaration, by written consent and joinder to the Golf Declaration or by Supplemental Declaration adding such Lots or Living Units to Treviso Bay Golf Club, as the Declarant may determine in its sole and unilateral discretion.

Each Golf Member of the Golf Club shall have the non-exclusive right to use the Club Common Areas, which shall be appurtenant to and shall run with each Owner's golf membership in the Golf Club, subject to the Golf Club Documents. However, the Golf Club has the right to enter into Agreements with the Master Association, the CDD or other parties governing the operation and use of the Golf Club Common Areas.

The Declarant intends that specific elements of Golf Membership in the Golf Club shall be determined by the Rules and Regulations or other documents that comprise the Golf Club Documents. The Rules and Regulations may contain matters related to various golf fees, tee times, guest play and other matters relating to the operation of the golf course and administration of the membership program. Further, the Declarant and/or the Golf Club may, in its sole and absolute discretion, enter into agreements with the Tournament Players Club ("TPC"), for management of the Golf Club Common Areas, reciprocal play by TPC members, or other terms and conditions.

3. **THE GOLF CLUB'S PURPOSES AND POWERS.** The primary purposes of the Golf Club are to hold title to, operate and/or maintain the Golf Club Common Areas. Portions of the Golf Club Common Areas may be owned by other entities, including but not limited to the Master Association and/or the CDD. The Golf Club may operate or maintain these areas under leases or other agreement.

3.1 **Golf Club Common Areas.** The Golf Club shall operate, maintain and, if deeded by the Declarant, hold record title to the Golf Club Common Areas. The Golf Club Common Areas shall include the golf course, golf practice facilities, golf maintenance facilities, golf cart facility and golf pro shop. The Board of Directors may promulgate reasonable rules and regulations regarding use of the Golf Club Common Areas consistent with the Golf Club Documents. Use of Golf Club Common Areas shall be available to all Golf Members and their invitees, guests, family members and tenants, subject to the rules and the Golf Club Documents. The costs of operating, maintaining, repairing, insuring and protecting the Golf Club Common Areas and the facilities located thereon or connected therewith shall be assessed equally against all Lots and Living Units owned by a Golf Member. The Golf Club shall have, without limitation, the following powers:

(A) To exercise all rights set forth in the Golf Club Documents.

(B) To allow public use of the golf course and clubhouse, and other facilities, until control of the Golf Club has been transferred to Owners other than the Declarant. Thereafter, the Board of Directors may determine whether and to what extent public use of the golf course and other Golf Club facilities will be allowed.

(C) To lease, assign or otherwise transfer the operating rights to, and any and all profits from the golf pro shop or other facility on the Golf Club Common Areas to a third party.

(D) To restrict or prohibit the recovery of lost golf balls on and around the golf course and in water hazards and to sell or assign the exclusive right to do so to commercial enterprises.

(E) To restrict or prohibit use of the cart paths, and the golf course generally, for jogging, cycling, walking pets or other activities not directly related to the playing of golf.

(F) To enter into Agreements for the maintenance and operation of Golf Club Property.

(G) To promulgate rules and regulations governing use of the Golf Club Common Areas consistent with the Golf Club Documents.

3.2 **Manager.** The Golf Club may contract, employ and pay for the services of an entity or person to assist in managing its affairs and carrying out its responsibilities, and may employ other personnel as the Golf Club shall determine to be necessary or desirable.

3.3 **Personal Property.** The Golf Club may acquire and hold tangible and intangible personal property and may dispose of the same by sale or otherwise.

3.4 **Insurance.** The Golf Club at all times shall procure and maintain adequate policies of public liability and other insurance as it deems advisable or necessary. The Golf Club additionally shall cause all persons with access to Golf Club funds to be insured or bonded with adequate fidelity insurance or bonds.

3.5 **Express and Implied Powers.** The Golf Club may exercise any rights, powers or privileges given to it expressly by the Golf Club Documents or by the law in effect at the time this Golf Declaration is

recorded, and every other right, power or privilege reasonably inferable therefrom.

3.6 **Acts of the Golf Club.** Unless the approval or affirmative vote of the Members is specifically made necessary by some provision of applicable law or the Golf Club Documents, all approvals or actions permitted or required to be given or taken by the Golf Club may be given or taken by its Board of Directors, without a vote of the Golf Members. The officers and directors of the Golf Club have a fiduciary relationship to the Golf Club and its Members. A Golf Member does not have the authority to act for the Golf Club by reason of being a Golf Member.

3.7 **Member Approval of Certain Litigation.** After Turnover, as defined in Section 7.1 of the Bylaws, and notwithstanding any other provisions of the Golf Club Documents, the Board of Directors shall be required to obtain the prior approval of at least two-thirds (2/3) of the voting interests of the Golf Club prior to the payment of, or contracting for the payment of, legal fees to any person engaged by the Golf Club for the purpose of commencing any lawsuit, other than for the following purposes:

- (A) collection of assessments;
- (B) collection of other charges which Members are obligated to pay;
- (C) enforcement of the Golf Club Documents;
- (D) enforcement of the rules and regulations of the Golf Club;
- (E) in an emergency, when waiting to obtain the approval of the Golf Club Member creates a substantial risk of irreparable injury to the Golf Club or its Members; or
- (F) filing a compulsory counterclaim.

3.8 **Articles of Incorporation.** The Articles of Incorporation of the Golf Club are attached as Exhibit "B"

3.9 **Bylaws.** The Bylaws of the Golf Club shall be the Bylaws attached as Exhibit "C" as they may be amended from time to time.

3.10 **Official Records.** The official records of the Golf Club, as amended, shall be maintained within the State of Florida and must be open to inspection and available for photocopying as provided for in Section 720.303, Florida Statutes (2011). The Golf Club may adopt reasonable written rules governing the frequency, time, location, notice, and manner of inspection, and may impose fees to cover the costs of providing copies of the official records, including, without limitation, the costs of copying. The Golf Club shall maintain an adequate number of copies of the Golf Club Documents, to ensure their availability to Members and to prospective purchasers, and may charge its actual costs for reproducing and furnishing these documents to those persons who are entitled to receive them.

3.11 **Rules and Regulations.** Subject to the Golf Club Documents, and any other applicable recorded instrument, the Golf Club shall have the right and the power to develop, promulgate and enforce reasonable rules and regulations for the use and enjoyment of Golf Club Common Areas. No Golf Club Common Areas shall be used in violation of any rule or regulation adopted by the Golf Club pursuant to Section 4.1(F) of the Bylaws.

3.12 **Acquisition of Property.** The Golf Club has the power to acquire property, both real and personal. The power to acquire personal property shall be exercised by the Board of Directors. The

power to acquire ownership interests in real property shall be exercised by the Board of Directors, but only after approval by at least a majority of the voting interests.

3.13 **Disposition of Property.** Any property owned by the Golf Club, whether real, personal or mixed, may be mortgaged, sold, leased or otherwise encumbered or disposed of by the same authority as would be required to acquire it under Section 3.12 above.

3.14 **Community Development District.** Portions of Treviso Bay Golf Club are subject to a Community Development District, as defined in Chapter 190, Florida Statutes. The CDD may provide and operate certain urban infrastructure facilities and services and have the authority to levy and collect fees, rates, charges, taxes and assessments to pay for, finance and provide such facilities and services. The term "Assessments" as used in this Section 3.14 refers to assessments defined in Chapter 190, Florida Statutes, not as defined in Chapter 720, Florida Statutes, or this Golf Declaration. The CDD may be empowered to plan, establish, acquire, construct or reconstruct, enlarge or extend, equip, operate, and maintain systems and facilities, including but not limited to, indoor and outdoor recreational, cultural and educational uses, security and mosquito control. There may be plat dedications of such systems and facilities to entities other than the CDD which were offered prior to establishment of the CDD and have not been accepted by said entities. Said systems and facilities may instead be conveyed to the CDD. The Declarant reserves the right to amend the Club Documents in any way convenient or necessary to create or structure the CDD.

4. **GOLF CLUB MEMBERSHIP AND VOTING RIGHTS.** Every Owner of record legal title to a Lot or Living Unit subjected to this Golf Declaration shall be a Member of the Golf Club as further defined in Section 4.1 below. The Declarant shall hold Declarant membership as provided for in Section 4.1(B) below. Owner and Declarant membership is appurtenant to, and may not be separated from, ownership of a Lot or Living Unit. The rights, powers, duties and privileges of Golf Members shall be as set forth in this Declaration, in the Articles of Incorporation and Bylaws of the Golf Club and other Golf Club Documents.

4.1 **Classes of Golf Membership.** The Golf Club will initially have two (2) classes of voting membership, and one (1) class of non-voting membership: as follows:

(A) **Golf Members.** Every Owner of a Lot or Living Unit shall be a Golf Member, which Golf Membership has been given as an appurtenance. Golf Members shall be all Owners of Lots or Living Units submitted to this Declaration. The Declarant shall create a Golf Membership for every Lot and Living Unit subject to this Declaration. Golf Members shall have full rights of use in the Club Common Areas and facilities, including full golfing privileges. The actual number of golf memberships which may be created is in the sole discretion of the Declarant, but it is anticipated that the number will be approximately 825. Except for temporary delegations as provided in Section 4.5 below, a golf membership shall not be assignable and/or transferable by any method other than the sale, lease or conveyance of record legal title to the Lot or Living Unit to which it is appurtenant. Upon sale or other transfer of ownership of a Lot or Living Unit to which a golf membership is appurtenant, the transferor shall be deemed to have automatically assigned and transferred the membership with his property. Golf Member's rights to use the golf course and other recreation facilities shall be limited as set forth in this Declaration and in the Golf Club Documents. Any attempt to separate the golf membership from the interest in real property upon which it is based shall be null and void.

(B) **Declarant Member.** The Declarant shall have three (3) votes for each Lot or Living Unit subject to this Declaration. Declarant membership and voting rights shall cease to

exist at the Turnover Meeting described in Section 7.2 of the Bylaws, but all of the Declarant's other rights and privileges as the Declarant, as set forth elsewhere in this Declaration or in the Bylaws, shall continue as long as the Declarant holds any property within Treviso Bay for sale in the ordinary course of business. The Declarant shall be entitled to appoint or elect all members of the Board of Directors, as further specified in the Bylaws, until the Declarant membership ceases to exist. At such time the Declarant membership ceases to exist, it shall be converted into one (1) membership for each Lot or Living Unit owned by the Declarant. If the Declarant conveys undeveloped property within Treviso Bay to a successor developer, the Declarant may assign its Declarant membership and/or some or all of its voting rights and privileges to the successor developer.

(C) **Interim Members.** The Declarant or the Board shall have the right, but not the obligation, to authorize an unlimited number of interim Members who are not Owners or otherwise reside in Treviso Bay, and who shall have no voting rights. While in good standing, such Members have the right to enjoy the golf and related facilities appropriate to their membership class. To remain in good standing, such Members shall be obligated to timely pay all charges and annual dues in the amount established by the Declarant or the Board of Directors, as applicable. Such memberships shall be good for not more than one year at a time, and may, upon expiration of any one-year term, be terminated at the discretion of the Declarant or Board of Directors, with or without cause.

4.2 **"Golf Member for the Day - Private Club"** In order to comply with the Florida State Alcoholic Beverages and Tobacco regulations relating to dispensing of alcoholic beverages pursuant to a private club liquor license, the Golf Club may create a daily golf membership to facilitate dispensing of alcoholic beverages to daily guests of the Golf Club. The Board shall be empowered to adopt rules and restrictions pertaining to the charges paid to the Golf Club for daily golf membership. In all events, any daily guest who has been charged for and paid a greens fee for use of the golf course shall be considered a Golf Member for that day.

4.3 **Use of the Golf Course and Golf Club Common Areas.** The Owners of each Lot or Living Unit subject to the Golf Declaration are entitled to only one (1) golf membership. Use rights in the golf course for each such golf membership shall be limited to the persons comprising one (1) "family." For purposes of this Section 4.3 only, "family" means one natural person or not more than two natural persons, who customarily reside and live together and otherwise hold themselves out as a single housekeeping unit. The decision as to whether two persons reside and constitute a qualifying family unit shall be a matter for the Board of Directors in their sole and unbridled discretion. Once designated and accepted by the Board as a qualifying family unit, no change in persons so constituting the qualifying family unit may be made except for one time in any calendar year and no more than three times in any constituent partner's lifetime, but in all events such change in partner shall be subject to the Board's approval in its sole and unbridled discretion. Further, the biological or adopted children of only one of the persons shall be entitled to golf privileges if they meet all of the following conditions: (a) said child or children are age 21 or less; and (b) such child or children are not married or co-habiting with any third party; and (c) said children do not have custodial children of their own, (i.e., grandchildren of the Member); and (d) said children reside with the Owner on a permanent basis, or in the case of college or graduate students, at such times as the student is not enrolled in a college or university. If a Lot or Living Unit is owned by two or more persons who are not a "family" as described above, or is owned by an entity which is not a natural person, the Owner shall be required to select and designate one (1) family as defined above to utilize the Membership. The Golf Club may restrict the frequency of changes in such designation when there is no change in ownership of the Lot or Living Unit.

Golf Members of the golf course shall be entitled to non-exclusive use of the golf course and other golf Club Common Areas in accordance with the Golf Club Documents and other applicable rules and regulations. However, there is no guarantee that there will be availability for the golf course or Golf Club Common Areas at any particular time. Availability of the Golf Club Common Areas may be limited by weather, season, exceeded capacity or other factors affecting playability of the golf course. Neither the Golf Club nor the Declarant shall be liable under any circumstances for a Golf Member's inability to access the Golf Club Common Areas from time to time.

Furthermore, the golf course and other Golf Club Common Areas may abut other portions of Treviso Bay that are under construction or other development. The Declarant shall have a blanket easement over the Golf Club Common Areas reasonably necessary to facilitate any such construction or development and the Golf Club shall not impair or frustrate any such construction or development activities.

4.4 **Golf Club Rights and Easements.** Golf Members in good standing have the non-exclusive right to use the Golf Club Common Areas subject to:

(A) The right of the Golf Club, by and through its Board of Directors, to adopt the annual budget and to determine the annual assessments to be paid by Golf Members;

(B) The right of the Golf Club, by and through its Board of Directors, to charge any admission, use, or other fees for any Golf Club Common Areas as the Board may deem appropriate. The fees may be higher for non-owners than for Owners;

(C) The right of the Golf Club, by and through its Board of Directors, to suspend a Golf Member's right to use Golf Club Common Areas for the period during which any assessment or charge against the Member's Lot or Living Unit remains unpaid and past due, and for a reasonable period during or after any infraction of the Golf Club's rules and regulations;

(D) The right of the Golf Club, by and through its Board of Directors, to dedicate or transfer all or any part of the Golf Club Common Areas to any governmental agency, public authority, or utility;

(E) The right of the Golf Club, by and through its Board of Directors, to grant easements over, across or through the Golf Club Common Areas;

(F) The right of the Golf Club, by and through its Board of Directors, to open the Golf Club Common Areas, including the golf course, for use by non-golf members of the Golf Club, or non-owners.

(G) The right of the Golf Club, by and through its Board of Directors, with the prior assent of a majority of the voting interests, to borrow money for the purpose of improving the Golf Club Common Areas, and in aid thereof, to mortgage Golf Club Common Areas;

(H) The right of the Golf Club, by and through its Board of Directors, to take such steps as are reasonably necessary to protect the Golf Club Common Areas;

(I) The right of the Golf Club, by and through its Board of Directors, to close or restrict access to the golf course or other Golf Club Common Areas for limited periods of time to

conduct special events, including those intended primarily to benefit the Declarant or its sales efforts;

(J) The right of the Golf Club, by and through its Board of Directors, to regulate parking and traffic on the Golf Club Common Areas;

(K) The provisions of this Declaration, the Articles of Incorporation and Bylaws of the Golf Club; and the other Golf Club Documents; and any rules and regulations governing use and enjoyment of the Golf Club Common Areas adopted by the Golf Club;

(L) The right of the CDD, if created, to exercise and enforce any and all powers authorized by Chapter 190, Florida Statutes; and

(M) The right of the Golf Club to dedicate or transfer ownership or control of all or any part of the Golf Club Common Areas to the CDD or any other governmental agency, public authority, or utility.

So long as there is a Declarant Member, any and all rights of Members, and any and all restrictions, limitations, conditions and rules and regulations that a Member shall be subject to, shall not be amended without the consent of the Declarant.

4.5 Delegation of Use Rights In Common Areas. Guests accompanied by a Member shall have the right to use the Golf Club Common Areas, but only to the extent provided in Section 2.6 of the Bylaws, or in the Golf Club's rules and regulations, and subject to the conditions, limitations and restrictions as may be stated therein. A fee may be imposed for such usage delegation, not necessarily limited by or related to the cost of processing the delegation. Each Member shall be financially and legally responsible to the Golf Club for the actions and debts to the Golf Club of any person to whom the Golf Member has delegated his right to use the Golf Club Common Areas. The Member may not delegate the obligation to pay Golf Club assessments. Upon the lease of a Lot or Living unit to which a Golf Membership is appurtenant, the lessor may retain the right to use the Golf Membership, in which case the tenant shall have no such rights. However, upon prior written approval of the Golf Club, a Golf Member may delegate his privileges to a tenant that resides in the Living Unit during the time of the tenancy. If a Golf Member delegates his privileges to a tenant residing in his Living Unit, the Golf Member shall not be entitled to use of the Golf Club Common Areas, except as a Guest of another Golf Member, during the period of the delegation.

4.6 Separation of Ownership. Except as otherwise specifically provided by this Declaration, the ownership of a Lot, and the ownership of the Living Unit constructed thereon, may not be separated or separately conveyed, nor may any person who does not own record legal title to at least one Lot or Living Unit, hold Membership in the Golf Club.

4.7 Credit. The Golf Club may implement a policy of not accepting cash payments, and may require that each Golf Member and resident guest open an account with a nationally recognized credit card, to which all purchases of goods and services from the clubhouse, pro shop, and other facilities may be charged.

5. USE RESTRICTIONS. The Golf Club may promulgate additional rules and regulation to govern the use of property within the Golf Club and the Golf Club Common Areas and the conduct of the users of the Golf Club Common Areas. The Golf Club shall operate, insure, maintain and repair all property and related improvements designated by Declarant as Golf Club Common Areas, regardless of whether legal title to that property has been formally conveyed to the Golf Club.

6. **DISCLAIMER REGARDING GOLF COURSE.** Each Golf Member, on his or her own behalf and on behalf of any Guest or tenant, is hereby deemed to acknowledge and accept the following inherent risks associated with the golf course:

- (A) maintenance on the golf course may begin early in the morning and extend late into the evening, ordinarily occurring from sunrise to sunset;
- (B) during certain periods of the year, the golf course will be heavily fertilized;
- (C) the maintenance of the golf course may require the use of chemicals and pesticides;
- (D) the golf course may be watered with reclaimed water; and
- (E) golf balls are not susceptible to being easily controlled and accordingly may strike any Golf Member, Guest or other user of the golf course.

The Declarant, the Golf Club and its Golf Members (in their capacity as Golf Members), and any agents, servants, employees, directors, officers, affiliates, representatives, receivers, subsidiaries, predecessors, successors and assigns of any such party shall not in any way be responsible for any claims, damages, losses, demands, liabilities, obligations, actions or causes of action whatsoever, arising out of, or in any way connected with, the use of the Golf Club Common Areas by a Golf Member, Guest or any other invitee of a Golf Member or Guest.

7. **COMMON AREAS; CONVEYANCE, USE AND MAINTENANCE.**

7.1 **Designation.** Declarant shall have the right, and the power, in its sole discretion, to determine which parts of the Golf Club Property shall be Golf Club Common Areas, and to convey, lease or grant a license or other right to use real property within the Golf Club Property or Golf Club Common Areas.

(A) Any such conveyance, lease or grant of license or use right may be exclusive or non-exclusive, so that persons or entities other than the Golf Club may or may not have a right, power, duty, or privilege with respect to all or any part of any real property so conveyed, leased, licensed or the use of which has been granted. The Golf Club must accept from Declarant any such conveyance, lease, grant of license or grant of use right. The Golf Club shall not accept, from any person other than Declarant, a conveyance, lease, grant or license or grant of use right except upon the prior written approval of the Declarant, so long as the Declarant holds any lot for sale in the ordinary course of business.

(B) Prior to the conveyance of Golf Club Common Areas by Declarant to the Golf Club, the Golf Club shall have the right to charge reasonable fees, rents, or other charges for the use of the property; however, rents, fees and other charges required to be paid to Declarant under leases, grants, licenses or contracts creating use rights to third parties shall continue to be paid.

7.2 **Conveyance and Use.** Declarant will initially hold the legal title to those portions of the Golf Club Common Areas that are intended to be owned by the Golf Club. Not later than sixty (60) days

after the date when the Golf Members first appoint a majority of the Board of Directors, the Declarant shall convey those portions of the Golf Club Common Areas to the Golf Club by quit claim deed, and the Golf Club shall accept such conveyance, subject to taxes for the year of conveyance (if any) and to mortgages, restrictions, limitation, conditions, reservation and easements of record. The Declarant may, however, convey title at any earlier time the Declarant chooses. Commencing with the date this Golf Declaration is recorded in the Public Records of the County, the Golf Club shall be responsible for the maintenance and administration of all areas and facilities designated by the Declarant as Golf Club Common Areas. Declarant shall have the right from time to time to enter upon the Golf Club Common Areas during periods of construction upon adjacent property and for the purpose of construction of any facilities on, or adjacent to the Golf Club Common Areas that Declarant elects to build.

(A) Any real property conveyed, leased, or the use of which has been granted by Declarant or any third party to the Golf Club as Golf Club Common Areas, 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 Golf Members and their guests, tenants and invitees, except as otherwise provided in the Golf Club Documents.

(B) Declarant may convey property to the Golf Club in either an improved or an unimproved condition, with or without any specific restrictions on its use, and the Golf Club must accept such property, including any governmental permits pertaining to said property. The Golf Club shall not accept conveyance of real property from any third party, in either an improved or unimproved condition, without the prior written consent of Declarant, so long as Declarant owns any property in Treviso Bay.

THE GOLF CLUB AND THE NON-DECLARANT MEMBERS ARE OBLIGATED TO ACCEPT THE GOLF CLUB COMMON AREAS, AND ANY RELATED PERMITS REQUIRED BY GOVERNMENTAL AGENCIES, AND FACILITIES, IN THEIR "AS IS" CONDITION, WITHOUT RECOURSES WHEN CONVEYED OR TRANSFERRED BY THE DECLARANT. THE DECLARANT MAKES NO REPRESENTATIONS, AND TO THE FULLEST EXTENT PERMITTED BY LAW THE DECLARANT DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, IN LAW OR IN FACT, WITH RESPECT THERETO, INCLUDING WITHOUT LIMITATION, REPRESENTATIONS OR WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, AND REPRESENTATIONS OR WARRANTIES REGARDING THE CONSTRUCTION, DESIGN, ADEQUACY OF SIZE OR CAPACITY IN RELATION TO THE UTILIZATION, DATE OF COMPLETION OR THE FUTURE ECONOMIC PERFORMANCE OR OPERATIONS OF, OR THE MATERIALS, FURNITURE OR EQUIPMENT WHICH WILL BE USED IN THE GOLF CLUB COMMON AREAS AND FACILITIES. AT THE TIME OF CONVEYANCE, DECLARANT SHALL TRANSFER OR ASSIGN TO THE GOLF CLUB, WITHOUT RECOURSE, ALL EXISTING WARRANTIES FROM MANUFACTURERS AND SUPPLIERS RELATING TO ANY OF THE FACILITIES WHICH ARE ASSIGNABLE.

7.3 Maintenance and Alteration. The Golf Club is responsible for the maintenance, repair, replacement, insurance, protection and control of all Golf Club Common Areas in accordance with all applicable laws, and shall keep the same in good, safe, clean, attractive and sanitary condition, and in good working order at all times. After control of the Golf Club has been turned over to the Golf Members, there shall be no material alterations of or substantial additions to the Golf Club Common Areas costing more than \$100,000, in the aggregate during any fiscal year unless first approved by a majority of the voting interests of the Golf Members of the Golf Club; and there shall be no material alteration of or substantial

additions to the Club Common Areas costing more than \$100,000 in the aggregate during any fiscal year unless first approved by a majority of the voting interests of the Golf Members. However, if work that is reasonably necessary to meet the Golf Club's obligations under the first sentence of this Section 7.3 also constitutes a material alteration or substantial addition, no prior Golf Membership approval is required.

7.4 Partition, Subdivision and Encumbrance. Except as hereinafter provided, after legal title to the Golf Club Common Areas, or any portion thereof, becomes vested in the Golf Club, the Golf Club Common Areas shall not be abandoned, partitioned, subdivided, alienated, released, transferred, hypothecated, or otherwise encumbered, without first obtaining the approval of not less than a majority of the voting interests. The foregoing shall not be construed to limit the authority of the Declarant or the Golf Club through its Board of Directors to grant such easements over, across and through the Golf Club Common Areas, as may be necessary for the effective and efficient operation of the facilities or for the general benefit of the Golf Members. Nothing herein shall be construed to prohibit judicial partition of any Lot or Living Unit, owned in cotenancy.

7.5 Golf Club's Rights and Powers. No Golf Club Common Areas shall be used in violation of any rule or regulation or other requirement of the Golf Club established pursuant to the provisions of this Declaration, the Bylaws or the other Golf Club Documents.

7.6 Expansion or Modification of Common Areas. The Declarant further reserves the right to change the configuration or legal description of the Golf Club Common Areas due to changes in development plans for Treviso Bay. Upon written request by the Declarant, the Golf Club shall re-convey to Declarant any unimproved portions of the Golf Club Common Areas originally conveyed by the Declarant to the Golf Club for no consideration, to the extent conveyed by Declarant in error and needed by Declarant to make minor adjustments in property lines.

8. GOLF ASSESSMENTS.

8.1 Creation of Lien. Each Owner, by acceptance of a deed to a Lot or Living Unit, covenants and agrees to pay to the Golf Club:

(A) Annual Assessments.

(B) Special Assessments.

(C) Resale Capital Assessments and other fees or charges (including fines) imposed against one or more Lots or Living Units, as provided for elsewhere in this Declaration, the Bylaws or the Golf Club Documents.

(D) Except as otherwise provided in Section 8.10 below as to certain mortgagees, and except as provided in Section 8.2 below as to the Declarant, no Golf Member may avoid or escape liability for the assessments or charges provided for herein by non-use or abandonment of his Lot or Living Unit, or the Golf Club Common Areas, or otherwise.

(E) Assessments shall be fixed, levied, established and collected as provided herein, and in Section 6 of the Bylaws.

(F) The Owner of each Lot or Living Unit regardless of how title was acquired is liable for all assessments coming due while he or she is the Owner. Multiple Owners are jointly and severally liable. Except as provided in Section 11.2 below, whenever title to a Lot or

Living Unit is transferred for any reason, the new Owner is jointly and severally liable with the previous Owner for all assessments unpaid at the time of the transfer, regardless of when incurred, without prejudice to any right the new Owner may have to recover from the previous Owner any amounts paid by the new Owner.

(G) No land shall be subject to assessment by the Golf Club if it is a Golf Club Common Area, or it is owned by or dedicated to the County or other governmental agency, and used for a public purpose. Only Lots and Living Units shall be subject to assessment.

8.2 Declarant's Assessments. The assessment and lien provisions of this Section 8.2 shall not apply to any Lot or Living Unit subject to these Golf Club Documents, owned by Declarant or by any person succeeding to all or a portion of Declarant's rights herein, whether by assignment, in reorganization, or by other arrangement. Should Declarant's lender, its successors or assignees, acquire title to any Lot or Living Unit owned by Declarant, as a result of a foreclosure or deed in lieu of foreclosure, the assessment and lien provisions of this Section 8.2 shall not apply. Exception: the obligation and covenant to pay assessments as provided in this Section 8.2 shall apply to a Living Unit or Lot owned by the Declarant upon the occurrence of any one of the following events:

(A) Conveyance of the Lot or Living Unit to an Owner other than the Declarant; or

(B) Construction of a Living Unit has been completed, a certificate of occupancy or the equivalent approval by an appropriate local governmental agency has been issued, and the Living Unit is occupied and used as a residence; or

(C) Declarant executes and records a written instrument subjecting a Lot or Living Unit to the assessment and lien provisions of this Section 8.2.

During the period that Declarant Membership exists, the Declarant may elect to excuse itself from paying assessments on Lots or Living Units owned by the Declarant. For any year Declarant elects to excuse itself from paying assessment, Declarant shall pay the general operating expenses of the Golf Club that exceeds all income of the Golf Club including but not limited to assessment income from Golf Members other than the Declarant, pro-shop income, interest income and income from ancillary operations. Declarant, however, shall not be obligated to contribute to or pay for funding any reserves for capital expenditures or deferred maintenance, any capital improvement fund, or any special assessment. Declarant's rights and obligations hereunder may be wholly or partially assigned to another developer. During the period of Declarant control, in return for funding the general operating expenses of the Golf Club, any net operating profit made by the Golf Club, will revert back to the Declarant to offset existing and future capital improvements, operating expenses, support costs, and start-up costs. Net operating profit shall mean the amount by which income from all sources of the Golf Club exceeds operating costs and expenses, but excluding depreciation expense and amortization expense. In addition to the foregoing, if it is determined that the Declarant has funded a greater amount than required under this Section, then any excess shall be promptly refunded by the Golf Club to the Declarant.

8.3 Purposes of Assessments:

(A) For the improvement, maintenance, protection and operation of the Golf Club, Golf Club Common Areas, Golf Club equipment and facilities; and to establish and maintain adequate repair and replacement reserves;

(B) Where deemed desirable by the Board of Directors, to provide services of general

benefit to the Golf Members;

(C) To pay the operating expenses of the Golf Club; and

(D) For such other purposes and uses as are authorized by the Golf Club Documents as amended from time to time.

8.4 Imposition of Annual Assessments. Upon the closing of the initial sale of each Lot or Living Unit subject to these Golf Club Documents to a purchaser other than Declarant, and on the first day of each fiscal year thereafter, an annual assessment shall be assessed against each Lot or Living Unit. The annual assessment for the year in which the initial sale occurred shall be prorated to the actual date of closing.

8.5 Amount of Annual Assessments. The amount of the annual assessment based on the annual budget shall be the same for each Lot or Living Unit subject to assessment.

8.6 Special Assessments. Any special assessments levied by the Golf Club's Board of Directors shall be assessed equally against all Lots and Living Units. Under no circumstances will the Declarant have any obligation to pay special assessments.

8.7 Charges. Any charge by the Golf Club authorized by law or by the Golf Club Documents to be imposed on less than all of the Lots or Living Units shall not be deemed an assessment. Payment may be enforced as provided in 8.8 and 8.9 below.

8.8 Lien. The Golf Club has a lien on each Lot and Living Unit subject to these Golf Club Documents for any unpaid past due assessments and charges, together with interest, late payment penalties and reasonable attorney's fees incurred by the Golf Club in enforcing this lien. The lien relates back to the date of recording this Golf Declaration in the Public Records of Collier County, Florida; and is perfected by recording a Claim of Lien in the public records of the County, which Claim of Lien shall state the legal description of the property encumbered thereby, the name of the record Owner, the amounts then due and the dates when due. The Claim of Lien must be signed and acknowledged by an officer or agent of the Golf Club. The lien shall continue in effect until all sums secured by said lien have been fully paid, and the lien satisfied or discharged. The Claim of Lien shall secure all unpaid assessments and charges, interest, costs and attorneys fees which are due and which may accrue or come due after the recording of the Claim of Lien and up to the issuance of a clerk's deed. Upon full payment, the person making payment is entitled to a satisfaction of the lien.

8.9 Foreclosure of Lien. Unless a different method is required by Florida law, as amended from time to time, the Golf Club's lien may be foreclosed by the procedures and in the manner provided in Section 720.3085, Florida Statutes (2011), as it may be amended from time to time, for the foreclosure of a lien for unpaid assessments. The Golf Club may also bring an action at law against any Owner liable for unpaid charges or assessments. If final judgment is obtained, it shall include interest on the assessments as above provided and a reasonable attorneys fee to be fixed by the Court, together with the costs of the action, and the prevailing party shall be entitled to recover reasonable attorneys fees in connection with any appeal of such action.

8.10 Priority of Lien. Notwithstanding anything to the contrary herein, if any first mortgage or other person, persons, or entity obtains title to a Lot or Living Unit as a result of a foreclosure of a first mortgage or a deed is given in lieu of foreclosure of a first mortgage or record, such acquirer of title, shall be liable for the share of assessments pertaining to such Lot or Living Unit or chargeable to the former record Owner of legal title, which became due prior to the acquisition of title as a result of the foreclosure

or deed in lieu of foreclosure of said first mortgage or record as provided in Section 720.3085, Florida Statutes (2011), as amended from time to time. The foregoing limited liability shall not be construed to negate the authority of a court to order a mortgagee to pay a surcharge pursuant to 11 USC Section 506(c), or grant other relief that may be found to be applicable under federal or state law. Any lease of a Living Unit shall be subordinate and inferior to any Claim of Lien of the Golf Club, regardless of when the lease was executed. The relative priority of the Golf Club's lien to that of any other association shall be determined by the order of their recording in the public records.

8.11 Initial Capital Assessments. The first purchaser of each Lot or Living Unit subject to these Golf Club Documents, at the time of closing of the conveyance from the Declarant to the purchaser, shall pay to the Declarant an initial capital contribution. The funds derived from capital assessments shall be used at the discretion of the Declarant for any purpose, including but not limited to, future and existing capital improvements, operating expenses, support costs and start-up costs. The Declarant may waive or defer this requirement for some Lots and Living Units. Unless subsequently adjusted by the Declarant, the amount of the Initial Capital Assessment shall be initially set as \$1,000.00.

8.12 Resale Capital Contribution. In addition to the Initial Capital Contribution, the Golf Club may levy a Resale Capital Contribution upon the transferee in any conveyance of a Lot or Living Unit by a Golf Member. The amount of the Resale Capital Assessment and the manner of payment shall be as determined by resolution of the Board from time to time; provided, however, all Lots or Living Units similarly situated shall be assessed at a uniform rate. Unless subsequently adjusted by the Board, the amount of the Resale Capital Contribution shall be initially set as \$1,000.00. The due date shall be the date of the closing of the conveyance. Payment of the Resale Capital Contribution shall be the legal obligation of the transferee. For purposes of this Section, the term "conveyance" shall mean the transfer of record legal title to a Lot or Living Unit by deed or other authorized means of conveyance, with or without valuable consideration, and shall also refer to a transfer of possession and beneficial ownership by means of an agreement for deed. It does not refer to a transfer of title resulting from foreclosure of a lien, or the death of the transferee, nor to a transfer of title to a Golf Member or the transferor's spouse without changing occupancy, solely for estate planning or tax reasons. Resale Capital Contributions shall be considered an assessment and can be collected as such in accordance with the provisions this Article.

8.13 Ownership. Assessments, Resale Capital Assessments, and charges collected by or on behalf of the Golf Club become Golf Club property; no Owner has the right to claim, assign or transfer any interest therein except as an appurtenance to his Lot or Living Unit. No Owner has the right to withdraw or receive distribution of his share of the common surplus (including reserves), except as otherwise provided by law.

8.14 Declarant Advances. Declarant may, in its sole and unbridled discretion, advance and loan monies or other property in lieu of monies to the Golf Club for any purpose including providing working capital. Such advances shall be considered a loan by the Declarant to the Golf Club and may be evidenced by a promissory note executed by the Golf Club in favor of the Declarant. The Golf Club, by and through its officers, directors and agents are hereby empowered to, and shall have the authority to, execute such promissory notes in favor of, and on behalf of, the Golf Club and obligate the Golf Club to repay all funds, monies or property so advanced. Even if the advances are not evidenced by promissory notes, the amounts so advanced shall be considered loans which may be due upon demand before or after turnover.

8.15 Failure to Pay Assessments. In addition to all other remedies provided herein or by law, the Golf Club may suspend the common area use rights and the voting rights of a Member due to nonpayment of any monetary obligation to the Golf Club which is more than 90 days delinquent for so long as the Member remains delinquent. Furthermore, notwithstanding any other remedy available to the Golf Club

under this Golf Declaration, the Bylaws or applicable law, the Golf Club shall have the following options when payment of assessments or charges are in default (more than ten days in arrears), the Golf Club may, without order of the court, direct rental income (by written notice to the tenant with copy to the Owner) from Lots or Living Units in default to be paid directly to the Golf Club until all outstanding assessments, charges, interest, costs, collection expenses, attorney's fees and receiver's fees, if applicable are satisfied. As an alternative, the Golf Club may apply to a Court of competent jurisdiction, either in connection with a foreclosure suit, a personal suit, or otherwise, to have rental proceeds paid on account of a unit in default paid directly to the Golf Club, the court registry, or a receiver, as the Court may direct.

8.16 Budgeting for Reserves. The Board may, but shall not be obligated to, periodically prepare a reserve budget. In the event that the Board elects to fund voluntary, non-statutory reserves under this Section 8.16, the reserve budget shall take into account the number and nature of replaceable assets, the expected life of each asset, and the expected repair or replacement cost. Funding for any such reserves shall be funded primarily through the capitalization assessments specified in Section 8.12; provided, however, the Board may, but shall not be obligated to, include a capital contribution in the Common Expense budget to fund reserves. No such reserves shall be established without the consent of the Declarant, and if the Declarant consents, Declarant shall have no obligation to contribute to such reserves. Furthermore, the Declarant shall have no obligation to fund any deficit in reserves under any deficit funding obligations it may have with respect to operating expenses and assessments elsewhere herein.

9. COVENANT AND RULE ENFORCEMENT: DISPUTE RESOLUTION. The Golf Club has the power to enforce all covenants, conditions, restrictions, rules and agreements applicable to any real property within Treviso Bay Golf Club, and is further empowered to promulgate and enforce administrative rules and regulations governing the use of the Golf Club Common Areas.

9.1 Owner and Golf Member Compliance. The protective covenants, conditions, restrictions and other provisions of the Golf Club Documents and the rules promulgated by the Golf Club, shall apply to all Owners, as well as to any other person occupying any Living Unit. Failure of an Owner to notify any person of the existence of the rules, or the covenants, conditions, restrictions, and other provisions of the Golf Club Documents shall not in any way act to limit or divest the Declarant or the Golf Club of the power to enforce these provisions. Each Owner shall be responsible for any and all violations by his tenants, licensees, invitees or guests, and by the guests, licensees and invitees of his tenants, at any time.

9.2 Litigation. Subject to Section 3.7 above, each Golf Member and the Golf Member's tenants, guests, and invitees, and the Golf Club, are governed by and must comply with Chapter 720, Florida Statutes, the Golf Club Documents and rules of the Golf Club. Enforcement actions for damage, or for injunctive relief, or both, on account of any alleged violation of the Golf Club Documents and Golf Club rules may be brought by the Declarant, any Owner, or the Golf Club against:

- (A) the Golf Club;
- (B) a Golf Member;
- (C) any occupant of a Living Unit;
- (D) any Director or officer of the Golf Club who willfully and knowingly fails to comply with these provisions; and
- (E) any tenants, guests, or invitees occupying a parcel or using the Golf Club Common Areas.

9.3 **Damages and Attorney's Fees.** Damages shall not be conclusively deemed adequate relief for any breach or violation of the Golf Club Documents or the rules. Any person or entity entitled to enforce any provision thereof shall be entitled to relief by way of injunction, as well as any other available relief either at law or in equity. The prevailing party in a proceeding to enforce any provision of the Golf Club Documents or rules, or to enjoin violation or breach of any provision hereof, or recover damages on account of such breach, against any person shall be entitled to recover reasonable attorney's fees and court costs (including those resulting from appellate proceedings).

9.4 **Non-Liability of Declarant.** The Declarant shall not be liable or responsible for any violation of the Golf Club Documents or rules by any person other than itself, and its officers, agents and employees.

9.5 **Fines.**

(A) In addition to the means of enforcement provided elsewhere herein, the Golf Club shall have the right to assess fines against a Lot or Living Unit, an Owner, or his guests, relatives or lessees in the event of a violation of the provisions of the Declaration, the Articles of Incorporation, these Bylaws, and Rules and Regulations of the Golf Club regarding the use Golf Club Property. Each such violator and the Golf Member shall be given written notice of the alleged violation and the opportunity for a hearing before the Board of Directors with at least fourteen (14) days notice. Said notice shall include a statement of the date, time and place of the hearing; a statement of the provisions of the Golf Declaration, Articles, Bylaws, or Rules which have been allegedly violated; and a short and plain statement of the matters asserted by the Golf Club. The party against whom the fine may be levied shall have an opportunity to respond, to present evidence, and provide written and oral argument on all issues involved and shall have an opportunity at the hearing to review, challenge, and respond to any material considered by the Golf Club. The amount of such fine shall not exceed One Hundred Dollars (\$100.00) per violation, per day. A fine may be levied for each day of a continuing violation, with a single notice and opportunity for hearing. A fine for a continuing violation may not exceed Five Thousand Dollars (\$5,000.00). The payment of fines shall be the ultimate responsibility of the Owner, even when the violations for which lines have levied arise out of the conduct of family members, guests or tenants. Any action to collect a duly levied fine shall entitle the prevailing party to an award of all costs and reasonable attorney's fees. Unless otherwise provided by Section 720.302, Florida Statutes, a fine of One Thousand Dollars (\$1,000.00) or more may become a lien against the Lot or Living Unit.

(B) **Collection of fines.** A fine shall be treated as a special charge due to the Golf Club ten (10) days after written notice from the Golf Club 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 itself be the subject of a late payment fee. Fines not paid after ninety (90) days may result in the suspension of use rights pursuant to Section 2.7 of the Bylaws.

(C) **Application.** All monies received from fines shall become part of the common surplus.

(D) **Nonexclusive remedy.** Fines shall not be construed to be an exclusive remedy, and shall exist in addition to all other rights and remedies to which the Golf Club may be otherwise legally entitled; however, any fine paid by the offending Owner shall be deducted from or offset against any damages that the Golf Club may otherwise be

entitled to recover at law from such Owner.

9.6 Suspension of Use Rights. To the extent lawful, the Board of Directors may suspend the right of any Golf Member, or his guests, tenants, or family members, to use Golf Club Common Areas for a reasonable time as punishment for one or more infractions of Golf Club rules and regulations by the Golf Member, his family, guests or tenants. No such suspension shall affect the Golf Member's right of access to his Lot or Living Unit.

(A) A suspension may not be imposed without notice of at least fourteen (14) days to the person sought to be suspended and an opportunity for a hearing before a committee of at least three (3) Members appointed by the Board who are not officers, Directors, or employees of the Golf Club, 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 suspension, it may not be imposed.

(B) The requirements of the previous paragraph do not apply to the imposition of suspensions or fines upon any Member because of the failure of the member to pay assessments or other charges when due if such action is authorized by the Golf Club Documents.

(C) Suspension of Golf Club Common Area use rights shall not impair the right of an Owner or tenant of a parcel to have vehicular and pedestrian ingress to and egress from his Lot or Living Unit, including, but not limited to, the right to park.

10. RIGHTS OF DECLARANT. In addition to those provided elsewhere in the Golf Club Documents, the Declarant shall have the following rights and privileges:

10.1 Sales Activity. While one or more Lots or Living Units in Treviso Bay are for sale in the ordinary course of business, the Declarant shall have the right to use those Lots or Living Units and the Golf Club Common Areas (including, but not limited to, all recreational facilities) to establish, modify, maintain and utilize, as it and they deem appropriate, model Living Units, sales offices, or other offices for use in selling or providing warranty services to any part of Treviso Bay including temporary trailers or other structures used for sales marketing, or construction purposes. No Golf Member may interfere with, or do anything detrimental to, the Declarant's sales efforts. Without limiting the generality of the foregoing, the Declarant and its designees may show model Living Units or the Golf Club Common Areas to prospective purchasers or tenants, advertise, erect signs, conduct promotional activities and special events, and take all other action helpful for sales, leases and promotion of Treviso Bay Golf Club or any other part of Treviso Bay.

10.2 Assignment of Rights to Successor Declarant. Except as otherwise specifically provided herein, Declarant reserves the right and the power to delegate or assign, either exclusively or non-exclusively, partially or completely, to any person or entity, any or all of its development rights, powers, duties, privileges created in or provided for by this Golf Declaration. Such assignment shall not in any way lessen the Declarant's rights with respect to property not subject to such assignment.

10.3 Use of Golf Course, Clubhouse and Golf Club Common Areas. The Declarant has the right and authority, as long as that Declarant owns any Lot or Living Unit, to use the golf course, clubhouse and other Golf Club Common Areas without charge for a sales office, for promotional activities, tournaments and other special events whether private or open to the public, to promote Treviso Bay and to assist in its overall marketing effort.

10.4 **Security; Non-Liability of Declarant and Club.**

ALL PERSONS USING OR OCCUPYING ANY PORTION OF TREVISO BAY ARE RESPONSIBLE FOR THEIR OWN SECURITY AND THE SECURITY OF THEIR OWN PROPERTY.

NEITHER THE GOLF CLUB NOR THE DECLARANT ARE INSURERS OR GUARANTORS OF SECURITY FOR PERSONS OR PROPERTY WITHIN TREVISO BAY.

NEITHER THE GOLF CLUB NOR THE DECLARANT SHALL BE LIABLE IN ANY WAY ON ACCOUNT OF LOSS, DAMAGE OR INJURY RESULTING FROM LACK OF SECURITY, OR THE LACK OF EFFECTIVENESS OF ANY SECURITY MEASURES UNDERTAKEN. THE DECLARANT MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, RELATIVE TO ANY FIRE PROTECTION SYSTEM AND/OR BURGLAR ALARM SYSTEMS, OR OTHER SECURITY SYSTEMS RECOMMENDED OR INSTALLED, OR ANY SECURITY MEASURES UNDERTAKEN WITHIN TREVISO BAY.

10.5 **Miscellaneous.**

(A) Declarant shall have the right and the power to regulate and control the external design and appearance of all Golf Club Common Areas in such a manner as to:

(1) Promote a quality environment which will preserve the value of the Lots and Living Units; and

(2) Foster the attractiveness and functional utility of Treviso Bay as a place to live and play, including a harmonious relationship among structure, vegetation and topography.

(B) Any use of Golf Club Common Areas other than the uses intended pursuant to this Golf Declaration shall be subject to the prior written approval of the Declarant so long as it owns any land in Treviso Bay which it holds for the purpose of development.

(C) The Declarant has the right to replat unsold portions of the Golf Club Properties without the joinder or consent of any Owner.

(D) The Declarant has the right to receive a refund of any and all deposits or other payments made to utility companies or governmental authorities which are refunded in the course of development, even if such refunds occur after the sale of the last Lot or Living Unit in Treviso Bay to an Owner other than the Declarant.

10.6 **Management Contract.** Declarant shall have the right and the power to enter into professional management contracts on behalf of the Golf Club before turnover of control of the Golf Club.

10.7 **Appointment of Directors.** As further provided in the Bylaws, the Declarant shall have the right to appoint all of the Directors of the Golf Club until the Turnover Meeting, and shall have the right to appoint at least one Director until the time specified in Section 4.2 of the Bylaws.

10.8 **Declarant's Inaction.** Neither the execution and recordation of this Golf Declaration, nor the creation of any association or other entity, nor the recordation of any other instrument subjecting any land in Treviso Bay to protective covenants, conditions or restrictions or other provisions, shall obligate or require:

(A) Declarant to grant any right, power, duty or privilege of any nature or kind to the Golf Club or to any other entity; or

(B) Declarant, the Golf Club or any other entity, to perform any act permitted by this Golf Declaration or by any other recorded instrument, or to enforce any covenant, condition, restriction or other provision hereof or thereof, or to do anything which it does not, in its sole discretion, elect to do.

11. **RIGHTS OF MORTGAGEES.**

11.1 **Notice of Casualty or Condemnation.** In the event of condemnation, eminent domain proceedings, or very substantial damage to, or destruction of any significant portion of the Golf Club Common Areas, the record holder of any first mortgage on the Golf Club Common Areas who has requested such notice in writing, shall be entitled to written notice.

11.2 **Mortgage Foreclosure.** Except as otherwise provided by Florida law as amended from time to time, a first mortgagee that acquires title to a Lot or Living Unit through mortgage foreclosure, or acceptance of a deed in lieu of foreclosure in which the Golf Club has been named as a defendant in the initial complaint, shall be liable for assessments levied against such Lot or Living Unit in the same manner as provided in the preceding paragraph unless the mortgagee is entitled to limited liability for delinquent assessments as provided in Chapter 720, Fla. Stat., which currently requires the lender to pay the Golf Club the lesser of 1% of the original mortgage indebtedness, or the sum of the regular and special assessments that accrued or became due during the 12 months immediately preceding acquisition of title by the lender, and as Chapter 720, Fla Stat., may be amended by time to time. The foregoing sentence pertaining to entitlement to limited liability shall not be construed to negate the authority of a court to order a mortgagee to pay a surcharge pursuant to 11 USC Section 506(c), or grant other relief that may be found to be applicable under federal or state law. Any unpaid assessment or charges for which such acquirer is exempt from liability becomes an expense collectible from all Owners, including such acquirer and his successors and assigns. No Owner or acquirer of title to a Lot or Living Unit by foreclosure (or by a deed in lieu of foreclosure) may, during the period of his ownership, be excused from the payment of any assessments or charges coming due during the period of such ownership.

11.3 **Right to Inspect Documents and Books.** The Golf Club shall make available to Institutional Mortgagees requesting same the current Club Documents and Rules and Regulations of the Golf Club and financial statements of the Golf Club. "Available" shall mean ready for inspection, upon written request, during normal business hours, or under other reasonable circumstances. Photocopies shall be at the expense of the mortgagee requesting same.

11.4 **Financial Statement.** Any Institutional Mortgagee is entitled, upon written request, to a copy of the financial statements of the Golf Club for the immediately preceding fiscal year.

11.5 **Lender's Notices.** Upon written request to the Golf Club, any Institutional Mortgagee shall be entitled to timely written notice of:

(A) Any delinquency of more than sixty (60) days in the payment of assessments or charges owed by the Owner of any Lot or Living Unit on which it holds a mortgage.

(B) A lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Golf Club. An increase in coverage or a change of insurer does not require notice under this Paragraph.

(C) Any proposed action that requires the consent of a specified percentage of mortgage holders.

12. DURATION OF COVENANTS; AMENDMENTS.

12.1 **Duration of Covenants.** The covenants, conditions, easements and restrictions in this Golf Declaration shall run with and bind the property submitted to the Declarant, and shall inure to the benefit of and be enforceable by the Golf Club, the Declarant and any Member, their respective legal representatives, heirs, successors, and assigns, for an initial period to expire on the ninety-ninth (99) anniversary of the date of recording this Golf Declaration in the Public Records of Collier County, Florida. Upon the expiration of said initial period, this Golf Declaration shall be automatically renewed and extended for an unlimited number of successive ten (10) year periods, this Golf Declaration as it may be amended being automatically renewed and extended upon the expiration of each ten (10) year renewal period for an additional ten (10) year period, until terminated as provided below.

12.2 **Termination.** This Golf Declaration may be terminated at any time after the initial period if not less than eighty percent (80%) of the voting interests of all voting classes of the Golf Members of the Golf Club vote in favor of terminating this Golf Declaration. Written notice of any meeting at which a proposal to terminate this Golf Declaration is to be considered, setting forth the fact that such a proposal will be considered, shall be given at least forty-five (45) days in advance of said meeting. If the Golf Members vote to terminate this Golf Declaration, the President and Secretary of the Golf Club shall execute a certificate which shall set forth the resolution of termination so adopted, the date of the meeting of the Golf Club at which the resolution was adopted, the date that notice of the meeting was given, the total number of votes cast in favor of the resolution, and the total number of votes cast against the resolution. The certificate shall be recorded in the public records of the County, and may be relied upon for the correctness of the facts contained therein as they relate to the termination of this Golf Declaration. The termination shall be effective on the date the Certificate is recorded in the public records.

12.3 **Amendments.** This Golf Declaration may be amended at any time. Except as otherwise specifically provided, amendments to this Golf Declaration may be proposed by the Board of Directors or by written petition of at least one-fourth (1/4) of the voting interests.

12.4 **Procedure.** Upon any amendment or amendments to this Golf Declaration being proposed as provided above, the proposed amendment or amendments shall be submitted to a vote of the Golf Members not later than the next annual meeting for which proper notice can be given.

12.5 **Vote Required.** Except as otherwise provided by law, or by specific provision of this Golf Declaration, including but not limited to Sections 12.7, 12.8, and 12.9 below, a proposed amendment to this Golf Declaration shall be adopted if it is approved at an annual or special meeting called for the purpose by at least two-thirds (2/3) of the voting interests of each class of Golf Members present and voting, provided that notice of the text of each proposed amendment was sent to the Golf Members with notice of the meeting.

12.6 **Certificate; Recording.** A copy of each adopted amendment shall be attached to a certificate that the amendment was duly adopted as an amendment to the Golf Declaration, which certificate shall be executed by officers of the Golf Club with the formalities of a deed. The amendment shall be effective

when the certificate and copy of the amendment are recorded in the public records of the County. The certificate must set forth the location in the public records of the County where this Golf Declaration was originally recorded.

12.7 **Exceptions**. Wherever in this Golf Declaration the consent, approval, or affirmative vote of two-thirds (2/3rds) or more of the voting interests of the Golf Members is required to authorize or take a particular action, the language requiring the particular number of consents, approvals, or votes may not be amended except by the same vote required to authorize or take the action. This provision does not apply to amendments by the Declarant.

12.8 **Amendment of Provision Relating to Declarant**. As long as the Declarant holds any Lot or Living Unit in Treviso Bay for sale in the ordinary course of business, no amendment shall have the effect of changing any provision relating specifically to the Declarant without its written consent.

12.9 **Amendment by Declarant**. In addition to any other right of amendment or modification provided for in this Golf Declaration, in which case those provisions shall apply, Declarant, may, in its sole discretion, by an instrument filed of record, unilaterally modify, enlarge, amend, waive or add to the covenants, conditions, restrictions and other provisions of this Golf Declaration, and any recorded exhibit hereto. Declarant shall also have the unilateral right to add, annex, withdraw or subtract any property from the jurisdiction of this Declaration. These rights shall expire at such time as the Declarant no longer holds any property for sale in the ordinary course of business within Treviso Bay.

13. **GENERAL AND PROCEDURAL PROVISIONS.**

13.1 **Other Documents**. Declarant and the Golf Club shall have such rights, powers, duties, and privileges as are set forth in the Golf Club Documents; this Golf Declaration and its provisions shall prevail in all events of conflict.

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

13.3 **Merger or Consolidation of Associations**. Upon a merger or consolidation of the Golf Club with another corporation as provided by law, the Golf Club's rights, obligations and property may, by operation of law, be transferred to another surviving or consolidated association or CDD, alternatively, retain the rights, obligations and property of the Golf Club as the surviving corporation. The surviving or consolidated corporation or CDD may administer this Golf Declaration within the existing property together with the covenants and restrictions established upon any other property, as one common scheme.

13.4 **Dissolution**. If the Golf Club is dissolved other than by a merger or consolidation as provided for above, each Lot or Living Unit, shall continue to be subject to the assessments provided for in Section 8 of this Golf Declaration, and each Owner shall continue to be personally obligated to Declarant or the successor or assigns of the Golf Club (as the case may be) for such assessment to the extent that such assessments are required to enable Declarant or any such successors or assigns acquiring any real property previously owned by the Golf Club to properly maintain, operate and preserve it.

13.5 **Gender; Number**. Wherever in this Golf 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.

13.6 Notices.

(A) **To Declarant.** Notices to Declarant as may be required herein shall be in writing and delivered or mailed to Declarant at its principal place of business as shown by the records of the Secretary of State, or at any other location designated by Declarant.

(B) **To the Club.** Notices to the Golf Club shall be in writing and delivered or mailed to the Golf Club 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 Golf Club.

(C) **To Owners.** Notices to any Owner as may be required herein shall be in writing and shall be delivered or mailed to the Owner at his last known address, or at the address shown on the deed recorded in the public records of the County.

13.7 **Construction.** The provisions of this Golf Declaration shall be liberally interpreted and construed to provide maximum flexibility consistent with the general development plan and the purposes set forth herein, including the premises.

13.8 **Captions, Headings and Titles.** Captions, headings, capitalization of certain words, and titles inserted throughout the Golf Club Documents are for convenience only, and in no way shall such captions, headings or titles define, limit, or in any way affect the subject matter, content or interpretation of the terms and provisions of the Golf Club Documents.

13.9 **Interpretation.** The Board of Directors of the Golf Club shall be responsible for interpreting the provisions of the Golf Club Documents. Their interpretation shall be binding upon all parties unless wholly unreasonable. A written opinion rendered by Club legal counsel that an interpretation adopted by the Board is not wholly unreasonable shall conclusively establish the validity of such interpretation.

13.10 **Applicable Statutes.** The validity, application, and construction of this Golf Declaration and its exhibits shall be governed by the Laws of Florida as they exist on the date of recording this Golf Declaration.

Rights Limited to Express Terms of Golf Club Documents. Every Member of the Golf Club acknowledges that his or her rights, duties or obligations are limited to the express terms of the Golf Declaration, Articles of Incorporation, Bylaws, and the Rules and Regulations (Golf Club Documents). Every prospective Member should make his decision to purchase within Treviso Bay based upon these representations as set out in the Golf Club Documents which contain the entire understanding at the parties and no prior or present agreements or representation shall be binding upon the Declarant unless included in the Golf Club Documents.

IN WITNESS WHEREOF, the Declarant has caused this Golf Declaration to be duly executed and its corporate seal to be hereunto affixed this 22 day of December, 2011.

WITNESSES:

[Signature]
Print name: Bryan Hunt

[Signature]
Print name: TIM BURDOTT

LENNAR HOMES, LLC., a Florida limited liability company

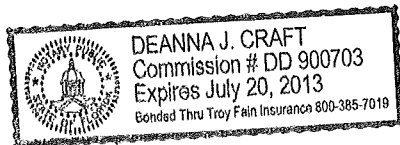
By: [Signature]
Print Name: Darin McMurrah
Title: V.P.

STATE OF FLORIDA)
COUNTY OF LEE)

SS.:

The foregoing instrument was acknowledged before me this 22 day of DECEMBER, 2011 by DARIN McMURRAH V.P. of Lennar Homes LLC, a Florida limited liability company on behalf of the company, who is personally known to me or who produced _____ as identification.

My commission expires:



[Signature]
NOTARY PUBLIC, State of Florida
Print name: Deanna J. Craft

EXHIBIT "A"

Tract GC-1, Lipari-Ponziane, Plat Book 47, pages 80 through 89 of the Public Records of Collier County, Florida.									
Tract GC-2, Lipari-Ponziane, Plat Book 47, pages 80 through 89 of the Public Records of Collier County, Florida.									
Tract GC-3, Lipari-Ponziane, Plat Book 47, pages 80 through 89 of the Public Records of Collier County, Florida.									
Lot 1, Block "C", according to the plat of, Lipari-Ponziane Tract GC-5 Replat, Plat Book 48, page 64 of the Public Records of									
SINGLE FAMILY HOMESITES									
2	9405	Italia Way	41	9406	Italia Way	39	9462	Piacere Way	
4	9413	Italia Way	42	9402	Italia Way	40	9458	Piacere Way	
5	9417	Italia Way	1	9415	Piacere Way	41	9454	Piacere Way	
6	9421	Italia Way	2	9419	Piacere Way	42	9450	Piacere Way	
7	9425	Italia Way	3	9423	Piacere Way	43	9446	Piacere Way	
8	9429	Italia Way	4	9427	Piacere Way	44	9442	Piacere Way	
9	9433	Italia Way	5	9431	Piacere Way	45	9438	Piacere Way	
10	9437	Italia Way	6	9435	Piacere Way	46	9434	Piacere Way	
11	9441	Italia Way	7	9439	Piacere Way	47	9430	Piacere Way	
12	9445	Italia Way	8	9443	Piacere Way	48	9426	Piacere Way	
13	9449	Italia Way	9	9447	Piacere Way	49	9422	Piacere Way	
14	9453	Italia Way	10	9451	Piacere Way	50	9418	Piacere Way	
15	9457	Italia Way	11	9455	Piacere Way	51	9414	Piacere Way	
16	9461	Italia Way	12	9459	Piacere Way				
17	9465	Italia Way	13	9463	Piacere Way				
18	9469	Italia Way	14	9467	Piacere Way				
19	9473	Italia Way	15	9471	Piacere Way				
20	9477	Italia Way	16	9475	Piacere Way				
21	9481	Italia Way	17	9479	Piacere Way				
22	9485	Italia Way	18	9483	Piacere Way				
23	9489	Italia Way	19	9487	Piacere Way				
24	9493	Italia Way	20	9491	Piacere Way				
25	9486	Italia Way	21	9495	Piacere Way				
26	9476	Italia Way	22	9499	Piacere Way				
27	9472	Italia Way	23	9503	Piacere Way				
28	9468	Italia Way	24	9507	Piacere Way				
29	9464	Italia Way	25	9511	Piacere Way				
30	9460	Italia Way	26	9525	Piacere Way				
31	9456	Italia Way	27	9534	Piacere Way				
32	9452	Italia Way	28	9530	Piacere Way				
33	9448	Italia Way	29	9526	Piacere Way				
34	9444	Italia Way	30	9522	Piacere Way				
35	9440	Italia Way	31	9518	Piacere Way				
36	9436	Italia Way	32	9514	Piacere Way				
37	9430	Italia Way	33	9510	Piacere Way				
38	9420	Italia Way	34	9506	Piacere Way				
39	9416	Italia Way	35	9502	Piacere Way				
40	9410	Italia Way	36	9490	Piacere Way				
41	9406	Italia Way	37	9474	Piacere Way				
42	9402	Italia Way	38	9466	Piacere Way				

EXHIBIT "A"

COACH HOMES I AT TREVISO BAY										
Bldg 4	Unit 101	Napoli Court		Bldg 16	Unit 202	Prima Way		Bldg 29	Unit 201	Napoli Lane
Bldg 4	Unit 102	Napoli Court		Bldg 17	Unit 101	Napoli Lane		Bldg 29	Unit 202	Napoli Lane
Bldg 4	Unit 201	Napoli Court		Bldg 17	Unit 102	Napoli Lane		Bldg 30	Unit 101	Napoli Lane
Bldg 4	Unit 202	Napoli Court		Bldg 17	Unit 201	Napoli Lane		Bldg 30	Unit 102	Napoli Lane
Bldg 5	Unit 101	Napoli Court		Bldg 17	Unit 202	Napoli Lane		Bldg 30	Unit 201	Napoli Lane
Bldg 5	Unit 102	Napoli Court		Bldg 18	Unit 101	Napoli Lane		Bldg 30	Unit 202	Napoli Lane
Bldg 5	Unit 201	Napoli Court		Bldg 18	Unit 102	Napoli Lane		Bldg 31	Unit 101	Napoli Lane
Bldg 5	Unit 202	Napoli Court		Bldg 18	Unit 201	Napoli Lane		Bldg 31	Unit 102	Napoli Lane
Bldg 6	Unit 101	Napoli Court		Bldg 18	Unit 202	Napoli Lane		Bldg 31	Unit 201	Napoli Lane
Bldg 6	Unit 102	Napoli Court		Bldg 19	Unit 101	Napoli Lane		Bldg 31	Unit 202	Napoli Lane
Bldg 6	Unit 201	Napoli Court		Bldg 19	Unit 102	Napoli Lane		Bldg 32	Unit 101	Napoli Lane
Bldg 6	Unit 202	Napoli Court		Bldg 19	Unit 201	Napoli Lane		Bldg 32	Unit 102	Napoli Lane
Bldg 7	Unit 101	Napoli Court		Bldg 19	Unit 202	Napoli Lane		Bldg 32	Unit 201	Napoli Lane
Bldg 7	Unit 102	Napoli Court		Bldg 20	Unit 101	Napoli Lane		Bldg 32	Unit 202	Napoli Lane
Bldg 7	Unit 201	Napoli Court		Bldg 20	Unit 102	Napoli Lane				
Bldg 7	Unit 202	Napoli Court		Bldg 20	Unit 201	Napoli Lane				
Bldg 8	Unit 101	Napoli Court		Bldg 20	Unit 202	Napoli Lane				
Bldg 8	Unit 102	Napoli Court		Bldg 21	Unit 101	Napoli Lane				
Bldg 8	Unit 201	Napoli Court		Bldg 21	Unit 102	Napoli Lane				
Bldg 8	Unit 202	Napoli Court		Bldg 21	Unit 201	Napoli Lane				
Bldg 9	Unit 101	Napoli Court		Bldg 21	Unit 202	Napoli Lane				
Bldg 9	Unit 102	Napoli Court		Bldg 22	Unit 101	Napoli Lane				
Bldg 9	Unit 201	Napoli Court		Bldg 22	Unit 102	Napoli Lane				
Bldg 9	Unit 202	Napoli Court		Bldg 22	Unit 201	Napoli Lane				
Bldg 10	Unit 101	Napoli Court		Bldg 22	Unit 202	Napoli Lane				
Bldg 10	Unit 102	Napoli Court		Bldg 23	Unit 101	Napoli Lane				
Bldg 10	Unit 201	Napoli Court		Bldg 23	Unit 102	Napoli Lane				
Bldg 10	Unit 202	Napoli Court		Bldg 23	Unit 201	Napoli Lane				
Bldg 11	Unit 101	Napoli Court		Bldg 23	Unit 202	Napoli Lane				
Bldg 11	Unit 102	Napoli Court		Bldg 24	Unit 101	Napoli Lane				
Bldg 11	Unit 201	Napoli Court		Bldg 24	Unit 102	Napoli Lane				
Bldg 11	Unit 202	Napoli Court		Bldg 24	Unit 201	Napoli Lane				
Bldg 12	Unit 101	Napoli Court		Bldg 24	Unit 202	Napoli Lane				
Bldg 12	Unit 102	Napoli Court		Bldg 25	Unit 101	Napoli Lane				
Bldg 12	Unit 201	Napoli Court		Bldg 25	Unit 102	Napoli Lane				
Bldg 12	Unit 202	Napoli Court		Bldg 25	Unit 201	Napoli Lane				
Bldg 13	Unit 101	Napoli Court		Bldg 25	Unit 202	Napoli Lane				
Bldg 13	Unit 102	Napoli Court		Bldg 26	Unit 101	Napoli Lane				
Bldg 13	Unit 201	Napoli Court		Bldg 26	Unit 102	Napoli Lane				
Bldg 13	Unit 202	Napoli Court		Bldg 26	Unit 201	Napoli Lane				
Bldg 14	Unit 101	Napoli Court		Bldg 26	Unit 202	Napoli Lane				
Bldg 14	Unit 102	Napoli Court		Bldg 27	Unit 101	Napoli Lane				
Bldg 14	Unit 201	Napoli Court		Bldg 27	Unit 102	Napoli Lane				
Bldg 14	Unit 202	Napoli Court		Bldg 27	Unit 201	Napoli Lane				
Bldg 15	Unit 101	Prima Way		Bldg 27	Unit 202	Napoli Lane				
Bldg 15	Unit 102	Prima Way		Bldg 28	Unit 101	Napoli Lane				
Bldg 15	Unit 201	Prima Way		Bldg 28	Unit 102	Napoli Lane				
Bldg 15	Unit 202	Prima Way		Bldg 28	Unit 201	Napoli Lane				
Bldg 16	Unit 101	Prima Way		Bldg 28	Unit 202	Napoli Lane				
Bldg 16	Unit 102	Prima Way		Bldg 29	Unit 101	Napoli Lane				
Bldg 16	Unit 201	Prima Way		Bldg 29	Unit 102	Napoli Lane				

EXHIBIT "A"

[illegible]

State of Florida



Department of State

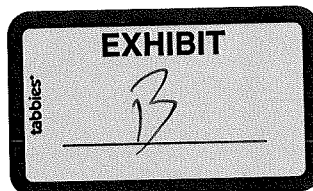
I certify the attached is a true and correct copy of the Articles of Incorporation of TREVISO BAY GOLF CLUB, INC., a Florida corporation, filed on December 30, 2011, as shown by the records of this office.

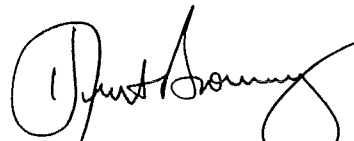
The document number of this corporation is N11000011890.

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this the
Thirtieth day of December, 2011



CR2EO22 (1-11)




Kurt S. Browning
Secretary of State

FILED

2011 DEC 30 PM 4:45

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Exhibit "B"

**ARTICLES OF INCORPORATION
TREVISIO BAY GOLF CLUB, INC.**

The undersigned subscriber to these Articles of Incorporation, a natural person competent to contract, hereby form a corporation not for profit under the laws of the State of Florida.

ARTICLE I

The name of this corporation is TREVISIO BAY GOLF CLUB, INC., a not for profit corporation (the "Golf Club"). All defined terms shall have the same meanings as set forth in the Golf Declaration.

ARTICLE II

The nature of the business to be transacted shall be to engage in any activity or business permitted under the laws of the United States and of this State, pursuant to Chapters 617 and 720 of the Florida Statutes. The Golf Club is organized for the purpose of providing an entity for the operation of a golf course and related amenities located in Collier County, Florida.

The Golf Club is organized and shall exist upon a non-stock basis as a non-profit corporation under the laws of the State of Florida, and no portion of any earnings of the Golf Club shall be distributed or inure to the private benefit of any Golf Member, Director or Officer of the Golf Club. For the accomplishment of its purposes, the Golf Club shall have all of the common law and statutory powers and duties of a Corporation not for profit under Chapter 617, Florida Statutes, except as limited or modified by these Articles, the Golf Declaration or the Bylaws of the Golf Club, and it shall have all of the powers and duties reasonably necessary to operate the Golf Club pursuant to the Golf Declaration as it may hereafter be amended including, but not limited to, the following:

- (A) To levy and collect assessments against all Golf Members of the Golf Club to defray the costs, expenses and losses of the Golf Club, and to use the proceeds of assessments in the exercise of its power and duties.
- (B) To own, lease, maintain, repair, replace or operate the Golf Club Common Areas
- (C) To purchase insurance upon the Golf Club Common Areas for the protection of the Golf Club and its Golf Members.
- (D) To reconstruct improvements after casualty and to make further improvements of the Golf Club Common Areas.
- (E) To make, amend and enforce reasonable rules and regulations governing the use of the Golf Club Common Areas and the operation of the Golf Club.
- (F) To sue and be sued, and to enforce the provisions of the Declaration, these Articles and the Bylaws of the Golf Club.

(G) To contract for the management and maintenance of the Golf Club Common Areas and to delegate any powers and duties of the Golf Club in connection therewith except such as are specifically required by the Golf Declaration to be exercised by the Board of Directors or the golf membership of the Golf Club.

(H) To employ accountants, attorneys, architects or other professional personnel to perform the services required for proper operation of the Golf Club Common Areas.

(I) To acquire, own and convey real property and to enter into agreements or acquire leaseholds, easements, memberships and other possessory or use interests in lands or facilities such as golf courses and other related facilities. It has this power whether or not the lands or facilities are contiguous to the lands of the Club, if they are intended to provide enjoyment, recreation or other use or benefit to the Golf Members.

(J) To borrow or raise money for any purposes of the Golf Club; to draw, make, accept, endorse, execute and issue promissory notes, drafts, bills of exchange, warrants, bonds, debentures and other negotiable or non-negotiable instruments and evidence of indebtedness; and to secure the payment of any thereof, and of the interest therein, by mortgage pledge, conveyance or assignment in trust, of the whole or any part of the rights or property of the Golf Club.

Except as provided herein and in the Golf Declaration, all funds and title to all property acquired by the Golf Club shall be held for the benefit of the Golf Members in accordance with the provisions of the Golf Declaration, these Articles of Incorporation, and the Bylaws.

ARTICLE III

The Golf Club shall have perpetual existence.

ARTICLE IV

The qualifications required for golf membership, and the manner in which Golf Members shall be admitted to golf membership, shall be as stated in the Golf Declaration and/or the Bylaws of the Golf Club. Every Owner of a Lot or Living Unit submitted to the Golf Declaration shall be a Golf Member of the Golf Club.

ARTICLE V

The street address of the initial principal office of the Golf Club is 10481 Six Mile Cypress Pkwy, Fort Myers, FL 33966, The name of the initial registered agent of this Golf Club is Charles Mann, and the address of the initial registered office is 1833 Hendry Street, Fort Myers, Florida 33901.

Having been named to accept service of process for Treviso Bay Golf Club, Inc., I hereby agree to act in this capacity and I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties.

ACCEPTED

By: _____

Charles Mann

ARTICLE VI

The number of Directors shall initially consist of three (3) but may be increased pursuant to the Bylaws, and in no event shall there be fewer than three (3) in number. Directors shall be elected, or appointed to fill a vacancy, in accordance with the Bylaws of the Golf Club.

ARTICLE VII

The name and mailing address of the Directors, President, Vice President and Secretary/Treasurer, who, subject to the Bylaws of the Golf Club shall hold office for the first year of existence of this Golf Club or until his or her successor is elected and has qualified, are:

<u>NAME</u>	<u>ADDRESS</u>
Tony Burdett, President	10481 Six Mile Cypress Pkwy, Fort Myers, FL 33966
Darin McMurray, Vice President	10481 Six Mile Cypress Pkwy, Fort Myers, FL 33966
Bryan Hurst, Secretary/Treasurer	10481 Six Mile Cypress Pkwy, Fort Myers, FL 33966

ARTICLE VIII

The Golf Club is empowered to do and perform all acts reasonably necessary to accomplish the purposes of the Golf Club, which acts are not inconsistent with the powers provided for in Chapter 617, Florida Statutes.

ARTICLE IX

The name and address of the subscriber of these Articles of Incorporation is:

<u>NAME</u>	<u>ADDRESS</u>
Charles Mann	1833 Hendry Street Fort Myers, Florida 33901

ARTICLE X

TREVISIO BAY GOLF CLUB- ARTICLES

Bylaws of the Golf Club may be adopted, made, altered or rescinded by the Directors at any regular meeting or any special meeting called for that purpose, so long as they are not inconsistent with any provision of these Articles.

ARTICLE XI

Amendment to the Articles of Incorporation may be proposed by any Director at any regular or special business meeting of the Board of Directors at which a majority is present and, if obtaining a two-thirds (2/3) vote of the Board of Directors present and voting at such meeting properly called and noticed as provided in the Bylaws, shall be submitted to a vote of the membership. If approved by a two-thirds (2/3) affirmative vote of the membership at a meeting of the Members properly called and noticed as provided in the Bylaws, such Amendment shall be forwarded to the Secretary of State of the State of Florida and filed and shall become effective upon issuance, by said Officer, of a certificate reflecting same.

ARTICLE XII

The Golf Club may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3) of the Members of each voting class. Upon dissolution of the Golf Club, other than incident to a merger or consolidation, the assets of the Golf Club, shall be transferred to another not for profit corporation organized for similar purposes.

ARTICLE XIII

To the fullest extent permitted by Florida law, the Golf Club shall indemnify and hold harmless every Director and every Officer of the Corporation against all expenses and liabilities, including attorneys fees, actually and reasonably incurred by or imposed on him in connection with any legal proceeding (or settlement or appeal of such proceeding) to which he may be a party because of his being or having been a Director or Officer of the Golf Club. The foregoing right of indemnification shall not be available if a judgment or other final adjudication established that his actions or omissions to act were material to the cause adjudicated and involved:

- (A) Willful misconduct or a conscious disregard for the best interest of the Golf Club, in a proceeding by or in the right of the Golf Club to procure a judgment in its favor.
- (B) A violation of criminal law, unless the Director or Officer had no reasonable cause to believe his action was unlawful or had reasonable cause to believe his action was lawful.
- (C) A transaction from which the Director or Officer derived an improper personal benefit.
- (D) Wrongful conduct by Directors or Officers appointed by the Declarant, in a proceeding brought by or on behalf of the Golf Club.

In the event of a settlement, the right to indemnification shall not apply unless the Board of Directors approved such settlement as being in the best interest of the Golf Club. The foregoing rights of indemnification shall be in addition to and not exclusive of all other rights to which a Director or Officer may be entitled.

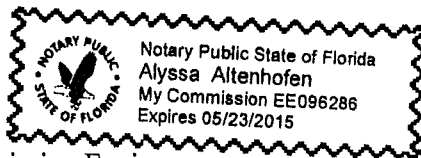
WHEREFORE the incorporator has caused these presents to be executed this 29th day of December, 2011.

By: 
Charles Mann

**STATE OF FLORIDA
COUNTY OF LEE**

The foregoing instrument was acknowledged before me this 29th day of December, 2011 by Charles Mann, to me known to be the individual described in and who executed the foregoing Articles of Incorporation and acknowledged before me that they executed same for the purposes therein expressed.

(SEAL)



My Commission Expires:


Notary Public

ALYSSA ALTENHOFEN

Printed Name of Notary Public

FILED
2011 DEC 30 PM 4:45
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

66069.124/TrevisoBay

TREVISIO BAY GOLF CLUB- ARTICLES

Exhibit "C"

**BYLAWS
OF
TREVISO BAY GOLF CLUB, INC.**

1. **GENERAL.** These are the Bylaws of Treviso Bay Golf Club, Inc., (hereinafter the "Golf Club"), a Florida corporation not for profit organized for the purposes set forth in the Articles of Incorporation.

1.1 **Principal Office.** The principal office of this corporation shall initially be located at 10481 Six Mile Cypress Parkway, Fort Myers, FL 33966, and subsequently at such other place as may be established by resolution of the Board of Directors.

1.2 **Definitions.** All terms defined in the Declaration of Covenants, Condition and Restrictions for Treviso Bay Golf Club (the "Golf Declaration") to which these Bylaws were attached as an exhibit when it was originally recorded, shall be used with the same meanings as defined therein.

1.3 **Seal.** The seal of the Golf Club shall be inscribed with the name of the Golf Club, the year of its organization, and the words "Florida" and "corporation not for profit". The seal may be used by causing it, or a facsimile of it, to be impressed, affixed, reproduced or otherwise placed upon any document or writing of the corporation where a seal may be required.

2. **GOLF MEMBERSHIP AND VOTING RIGHTS.** The classes of golf membership shall be as more fully set forth in Section 4 of the Golf Declaration.

2.1 **Voting Rights; Voting Interests.** The voting rights appurtenant to each class of golf membership shall be as follows:

(A) **Regular Golf Members** - Each Lot or Living Unit shall have one (1) indivisible vote in all matters upon which the Golf Members are entitled to vote.

(B) **Declarant Member** - The Declarant shall have three (3) votes for each Lot or Living Unit subject to the Golf Declaration.

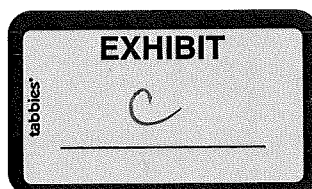
(C) **Interim Members** - Interim Members shall have no voting rights whatsoever.

The total number of voting interests of the Golf Club shall be equal to the number of Lots and Living Units which exist in the Golf Club, plus the number of Declarant votes (if any).

2.2 **Method of Voting.** All votes of the Golf Members pertaining to the Golf Club, including the election of Directors, shall be cast by the individual Golf Members who shall have one (1) indivisible vote in all matters which Golf Members are entitled to vote. Nothing herein shall require the use of secret ballots unless such use is required by law. Votes of the Declarant Member shall be cast by its designated representative.

2.3 **Golf Membership Records.** Records shall be maintained by the Golf Club showing the names of the Golf Members, their addresses, the number of Lots or Living Units owned by each Golf Member, the

TREVISO BAY GOLF CLUB -BYLAWS



class of Golf Membership and such other information as the Board shall require. Golf Members may be issued a certificate or other evidence of golf membership, which may be wallet-size. The certificate of golf membership may set forth the number of Lots or Living Units owned by the Golf Member and such other information as determined by the Board. Admission to any Golf Club Common Area, facility, meeting or affair of the Golf Club may be conditioned upon production of a current certificate of golf membership by the Golf Member.

2.4 Transfer of Golf Membership. Except as provided in Section 2.6 below, no Golf Member may transfer his Golf Club membership, except as an appurtenance to his Lot or Living Unit. The Golf Club shall be entitled to charge an administrative transfer fee equal to \$100.00 for each transfer in addition to any other charges, fees or assessments set forth in the Golf Club Documents. When a Golf Member ceases to be an Owner, his golf membership shall cease. The termination of golf membership in the Golf Club does not relieve or release any former Golf Member from liability or obligation incurred under or in any way connected with the Golf Club during the period of his golf membership, nor does it impair any rights or remedies which the Golf Club may have against any former Golf Member arising out of or in any way connected with such golf membership and the covenants and obligations incident thereto. Interim golf membership is not transferrable.

2.5 Rights and Privileges of Golf Members.

(A) Every Golf Member shall have the right to:

- (1) Have his vote cast at the meetings of the Golf Members;
- (2) Serve on the Board if elected;
- (3) Serve on committees; and
- (4) Attend golf membership meetings.

Each Golf Member is encouraged to take an active interest in Golf Club affairs.

(B) Every Golf Member in good standing shall have the privilege of using and enjoying the Golf Club Common Areas in accordance with the type of golf membership held by the Golf Member, subject to the rules of the Golf Club and the right of the Golf Club to charge admission and other fees for the use of any facilities.

(C) A Golf Member is in good standing if he is current in the payment of all assessments and other financial obligations to the Golf Club, and his golf membership is not suspended.

2.6 Delegation of Rights to use Golf Club Common Areas.

(A) In accordance with Section 4.5 of the Golf Declaration, a Golf Member may delegate his privilege to use the Golf Club Common Areas to:

(1) A reasonable number of guests, but only if accompanied by the Golf Member as further set forth in the Rules and Regulations; or

(2) Residential tenants who reside in the Golf Member's Living Unit

(B) In the case of residential tenants of the Golf Member's Living Unit, the delegating Golf Member must obtain prior written approval from the Golf Club of such delegation. The written approval shall state the name, age, permanent address, intended length of time the delegation will be effective, and such other information about each residential tenant as the Board shall require.

(C) A Golf Member who has delegated his use privileges and is not in residence in Treviso Bay may not use Golf Club Common Areas during the period of the delegation, except as a Guest of another Golf Member. A Golf Member may not be the Guest of his tenant.

(D) Golf Members shall be responsible for keeping the Golf Club informed as to the identity and relationship of any persons who normally reside with the Golf Member and intend to utilize the Golf Club Common Areas.

(E) The Board of Directors may limit the number of Guests or the frequency or duration of any Golf Member's delegation of use rights, and may impose fees for the delegation of such rights of use of the facilities by renters or guests, which fees may be different from fees charged to Golf Members for their use.

(F) The delegation of golf membership is subject to the one (1) family limitation described in the Golf Declaration.

2.7 Suspension of Golf Membership. As further provided in the Golf Declaration, the Board may suspend a Golf Member's golf membership in the Golf Club:

(A) For the period of time during which an assessment or other monetary obligation against the Member remains unpaid more than ninety (90) days after the date it was due and payable; or

(B) For a reasonable period during or after any infraction of the Golf Club's Rules and Regulations by a Golf Member or by any person to whom he has expressly or impliedly delegated his use privileges; or

(C) For misuse, abuse, or intentional destruction of Golf Club Property, real or personal. Golf membership shall not be suspended until the Golf Member has been sent reasonable notice of the intended suspension and been offered a reasonable opportunity to be heard. Suspension of any Golf Member's golf membership temporarily revokes the Golf Member's rights and privileges to use and enjoy Golf Club Common Areas and facilities and to participate in Golf Club affairs. A suspension shall in no way impair the enforceability of any assessment or lien therefor, or the authority of the Golf Club to assess and collect any future assessment and lien, nor shall it impair the Golf Member's

right of access to, and use of, his own property in a manner consistent with the Golf Club Documents. The right of the Golf Member to vote may not be suspended. The notice and hearing requirements of this Section do not apply to a suspension under subsection 2.7(A). All suspensions imposed for the nonpayment of a monetary obligation must be approved at a properly noticed Board Meeting. Upon approval the Golf Club must notify the Lot Owner and Occupant by mail or hand delivery.

3. GOLF MEMBERS' MEETINGS.

3.1 **Annual Meeting.** The annual meeting shall be held in Collier County during either March or April of each year, at a day, place and time designated by the Board of Directors, for the purpose of electing Directors (after such time as the Golf Members become entitled to do so) and transacting any other business duly authorized to be transacted by the Golf Members. The annual meeting is a general meeting, and unless the law or the governing documents require otherwise, notice of an annual meeting need not include a description of the purpose or purposes for which the meeting is called.

3.2 **Special Golf Members' Meetings.** Special Golf Members' meetings must be held whenever called for by the President or by a majority of the Directors, and must be promptly called by the Board upon receipt of a written request signed by voting representatives of Golf Members entitled to cast at least ten percent (10%) of the Golf Members. Such requests shall be in writing and shall state the purpose or purposes of the meeting. Business at any special meeting shall be limited to the item specified in the request or contained in the notice of meeting.

3.3 **Quorum.** A quorum shall be attained at a Golf Members meeting by the presence in person or by proxy at least thirty percent (30%) of the total voting interests.

3.4 **Vote Required to Transact Business.** The acts or resolution approved by at least a majority of the votes cast at a duly called meeting at which a quorum has been attained shall be the act of the Golf Members, unless a higher vote is specifically required by law or by the Golf Club Documents.

3.5 **Notice of Meetings.** Written notice of meetings shall be mailed or hand-delivered to the address last provided to the Golf Club by the Golf Members. The notices must be mailed or delivered by the Golf Club not less than fourteen (14) days prior to the date of the meeting.

3.6 **Adjourned Meetings.** Any duly called meeting of the Golf Members may be adjourned to be reconvened at a later time by vote of the majority of the voting interests present, regardless of whether a quorum has been attained. Unless the Bylaws require otherwise, adjournment of annual or special meeting to a different date, time or place must be announced at that meeting before an adjournment is taken, or notice must be given of the new date, time, or place pursuant to Section 720.303(7), Florida Statutes as amended. Any business that might have been transacted on the original date of the meeting may be transacted at the adjourned meeting. If a new record date for the adjourned meeting is or must be fixed under Section 617.0707, Florida Statutes, as amended, notice of the adjourned meeting must be given to persons who are entitled to vote and are Golf Members as of the new record date but were not Golf Members as of the previous record date.

3.7 **Order of Business.** The order of business at Golf Members' meetings shall be substantially as follows:

- (A) Determination that a quorum has been attained.
- (B) Reading or waiver of reading of minutes of last Golf Members' meeting.
- (C) Reports of Officers
- (D) Reports of Committees
- (E) Election of Directors (when appropriate)
- (F) Unfinished Business
- (G) New Business
- (H) Adjournment

3.8 **Minutes.** Minutes of all meetings of the Golf Members must be maintained in written form, or in another form that can be converted into written form within a reasonable time.

3.9 **Parliamentary Rules.** Roberts' Rules of Order (latest edition) shall govern the conduct of the Golf Club meetings when not in conflict with the law, with the Golf Declaration, or with these Bylaws. The presiding officer may appoint a Parliamentarian, but the decision of the presiding officer on questions of parliamentary procedure shall be final. Any question or point of order not raised at the meeting to which it relates shall be deemed waived.

3.10 **Action by Golf Members without a Meeting.** Except the holding of the annual meeting and annual election of Directors, any action required or permitted to be taken at a meeting of the Golf Members may be taken by mail without a meeting if written instruments expressing approval of the action proposed to be taken are signed and returned by Golf Members having not less than the minimum number of votes that would be necessary to take such action at a meeting at which all of the voting interests were present and voting. If the requisite number of written consents are received by the Secretary within sixty (60) days after the earliest date which appears on any of the consent forms received, the proposed action so authorized shall be of full force and effect as if the action had been approved at a meeting of the Golf Members held on the sixtieth (60th) day. Within ten (10) days thereafter, the Board shall send written notice of the action taken to all Golf Members who have not consented in writing. Nothing in this paragraph affects the rights of Golf Members to call a special meeting of the golf membership, as provided for by Section 3.2 above, or by law.

4. **BOARD OF DIRECTORS.** The administration of the affairs of the Golf Club shall be by a Board of Directors. All powers and duties granted to the Golf Club by law, as modified and explained in the Golf Declaration, Articles of Incorporation, and these Bylaws, shall be exercised by the Board, subject to the approval or consent of the Golf Members only when such is expressly required by the Golf Club Documents.

4.1 **Powers.** The Board shall have the authority to:

- (A) Manage and control the affairs of the Golf Club.
- (B) Appoint and remove at its pleasure all officers, agents and employees of the Golf Club, prescribe their duties, fix their compensation and require of them such security or fidelity bond as it may deem expedient. Nothing in these Bylaws shall be construed to prohibit the employment of any Member, officer or director of the Golf Club in any capacity whatsoever.

(C) Establish, levy, assess and collect any assessment or charge provided for in the Golf Club Documents.

(D) Designate one or more financial institution(s) as depository for Golf Club funds, and the officer(s) authorized to make withdrawals therefrom.

(E) With the prior consent of at least a majority of the voting interests, borrow money for Golf Club purposes, and assign, pledge, mortgage or encumber any Golf Club Common Areas or future revenues of the Golf Club as security therefor;

(F) Adopt, amend or revoke rules and regulations relating to the use of Golf Club Common Areas, and such sanctions for noncompliance therewith, as it may deem necessary for the best interest of the Golf Club and its Golf Members. The Board may also establish and levy fees for the use of Golf Club Common Areas or Golf Club property;

(G) Cause the Golf Club to employ sufficient personnel to adequately perform the responsibilities of the Golf Club;

(H) Negotiate and enter into contracts for the maintenance and operation of the Golf Club Common Areas;

(I) Make improvements to the Golf Club Common Areas.

(J) Establish committees of the Golf Club and appoint the Golf Members thereof. It may assign to such committees responsibilities and duties not inconsistent with the provisions of these Bylaws as it may deem appropriate;

(K) Acquire property, real or personal, and enter into agreements with any persons, including Declarant relating to the orderly transfer of property from said person to the Golf Club and such other matters as the Board may deem appropriate.

(L) Perform all other acts not inconsistent with law or the Golf Club Documents and necessary for the proper functioning of the Golf Club.

4.2 Number; Qualifications. Initially the Board of Directors shall consist of three (3) Directors appointed by the Declarant Member, who are not subject to removal by the Golf Members, and who need not be Golf Members of the Golf Club. Each Director elected by the regular Golf Members must be a Golf Member, or the spouse of a Golf Member.

(A) At the Turnover Meeting, all Directors then serving shall resign, and the size of the Board shall increase to seven (7) Directors elected by the Golf Members. Any of the remaining seven (7) seats will be filled at large by the vote of all non-Declarant Golf Members. As long as at least five percent (5%) of the Lots or Living Units in Treviso Bay remain unsold, the Declarant shall be entitled to appoint one additional Director.

4.3 **Term of Office.** In order to provide for a continuity of experience by establishing a system of staggered terms of office, at the Turnover Meeting three (3) Directors shall each be elected for a term that ends at the next annual meeting of the Golf Club, and four (4) Directors shall be elected for a term which expires at the annual meeting after the next annual meeting. Thereafter, each Director shall be elected for a term of two (2) years, which will end upon final adjournment of the annual meeting in conjunction with which the Director's successor is to be elected. There is no limit on the number of consecutive terms to which a Director may be elected. A resignation must be in writing to be effective, and may not be revoked once received by the Golf Club.

4.4 **Nominations and Elections.** The non-Declarant Golf Members are entitled to vote in the election of the Directors.

(A) **Candidates.** The Board shall adopt and utilize procedures whereby any person eligible to serve as a Director may qualify as a candidate and have his name on the ballot, by notifying the Golf Club in writing, at least forty-five (45) days in advance of the election, of his desire to be a candidate for any vacancy which he is eligible to fill. All eligible persons giving timely written notice of desire to be a candidate shall be listed alphabetically by surname on any ballots distributed or used by the Golf Club. Candidates may also be nominated in any other way permitted by law.

(B) **Election and Voting Materials.** Candidates shall have a reasonable opportunity to communicate their qualifications to the Golf Members and to solicit votes at their own expense. Any written materials distributed to the Golf Members by the Golf Club regarding an election shall be non-partisan, and Golf Club funds shall not be used in any way to promote the election of any candidate over another. No ballot or other election materials used by the Golf Club shall endorse, disparage, or comment on any candidate or indicate whether a candidate is an incumbent, however the Golf Club shall duplicate and distribute without editing brief resumes of background and qualifications provided by any candidates who would like it distributed. The ballots and all other election and voting materials shall be distributed by the Golf Club with the notice of the annual meeting described in Section 3.5 above.

(C) **Balloting.** Elections shall be by written ballot. The candidate who receives a plurality of the votes cast shall be elected. Each Member may cast as many votes as there are Directors to be elected, but not more than one vote for any candidate. Each Member may also cast one vote for each Director to be elected, it being the intent hereof that cumulative voting is prohibited. Election ballots shall be cast by the Golf Members directly with the Golf Club, which shall count the ballots at a Golf Club Annual Meeting which is properly noticed and open to all Golf Members. Any ballots received after the first vote is counted at the Golf Club Annual Meeting shall be invalid.

(D) **Vote Counting.** On the day of the annual meeting, before the meeting begins, at a place and time which was stated in the notice of the meeting, the Board (or its designees) shall open the sealed envelopes and count the votes in such manner as it (or they) deem advisable. Any member shall be entitled to attend and observe. The results of the election shall be announced at the beginning of the annual meeting, and the new Directors shall take office at the final adjournment of the meeting. A tie vote shall be broken by

agreement between the tied candidates, or, in the absence of agreement, by lot. Any dispute as to the validity of any ballots shall be resolved by the incumbent Board.

4.5 Vacancies on the Board. If the office of any Director or Directors, except those appointed by Declarant, becomes vacant for any reason, a majority of the remaining Directors, though less than a quorum, shall promptly choose a successor or successors, who shall hold office for the entire remaining term. If for any reason there should arise circumstances in which no Directors are serving and the entire Board is vacant, the Golf Members shall elect successors at a special meeting by the same method as is provided for at the Turnover Meeting in Sections 4.2 through 4.4 above.

4.6 Removal. Any Director, except those appointed by the Declarant, may be removed from the Board with or without cause by vote of a majority of the voting interests. Directors may also be removed as provided in Section 4.8 below.

4.7 Organizational Meeting. An organizational meeting of a new Board of Directors shall be held within ten (10) days after the election of new Directors at such place and time as may be fixed by the new Directors at the meeting when they were elected.

4.8 Regular Meetings. After turnover of control, regular meetings of the Board shall be held at such time and place in Collier County, Florida, as shall be determined from time to time by the Directors. A regular meeting of the Board of Directors is any meeting held according to a regular weekly, monthly or other periodic schedule adopted from time to time by the Board. Notice of regular meetings shall be given to each Director, personally or by mail, telephone or telegram, at least ten (10) days before the day named for such meeting. At regular meetings any business of the Golf Club may be transacted. If any Director elected by the Golf Members shall be absent for any reason from three (3) consecutive regular meetings of the Board, the Board may, by vote of at least a majority of the whole Board taken at the next meeting, declare the office of said Director to be vacant, and may appoint a successor.

4.9 Special Meetings. Special meetings of the Board are all meetings other than the annual organizational meeting and regular meetings. Special meetings may be called by the President, the Secretary, or by a majority of the Directors. Not less than two (2) days notice of a special meeting shall be given to each Director, personally or by mail, facsimile, telephone or telegram, which notice shall state the time, place, and purposes of the meeting. Business conducted at a special meeting shall be limited to the items specified in the notice of the meeting.

4.10 Waiver of Notice by Directors. Any Director may waive notice of a Board meeting before or after the meeting, and such waiver shall be deemed equivalent to the receipt of notice. Attendance at a meeting by any Director constitutes waiver of notice, unless that Director objects to the lack of notice at the beginning of the meeting.

4.11 Board Meetings; Notice to Golf Members. A meeting of the Board of Directors occurs whenever a quorum of the Board gathers and conducts Golf Club business. All meetings of the Board shall be open to all Golf Members, except as otherwise provided by law. Notice of all Board meetings shall be posted in a conspicuous place on the Golf Club Common Areas at least forty-eight (48) hours in advance of a meeting, except in an emergency. An assessment may not be levied at a Board meeting unless the notice of the meeting includes a statement that assessments will be considered and the nature of such assessments. Any Owner may tape-record or videotape meetings of the Board and meetings of the Golf

Members. The Board may adopt reasonable rules governing the taping of meetings of the Board and the Golf Membership.

4.12 **Quorum of Directors.** A quorum at a Board meeting shall exist only when a majority of all Directors are present in person. Directors may not vote by proxy or secret ballots at Board meetings, except that secret ballots may be used in electing officers. Any Director has a right to participate in any meeting of the Board, or meeting of an executive or other committee, by means of a conference telephone call or similar communicative arrangement whereby all persons present can hear and speak to all other persons. Participation by such means shall be deemed equivalent to presence in person.

4.13 **Vote Required.** Except as otherwise required by law or the governing documents, the acts approved by a majority of the Directors present and voting at a duly called Board meeting at which a quorum exists shall constitute the acts of the Board of Directors.

4.14 **Presumption of Assent.** A Director who is present at a meeting of the Board shall be deemed to have voted in favor of the point of view that prevails on any question, unless he voted against such action or abstained from voting because of an asserted conflict of interest. The vote of each Director on each matter considered, including abstention because of an asserted conflict of interest, must be recorded in the minutes of the meeting.

4.15 **Adjourned Meetings.** The majority of the Directors present at any meeting of the Board, regardless of whether a quorum exists, may adjourn the meeting to be reconvened at a later time. When the meeting is reconvened, provided a quorum exists, any business that might have been transacted at the meeting originally called may be transacted without further notice.

4.16 **The Presiding Officer.** The President of the Golf Club, or in his absence, the Vice-President, shall be the presiding officer at all meetings of the Board of Directors. If neither is present, the presiding officer shall be selected by majority vote of those present.

4.17 **Compensation of Directors and Officers.** Neither Directors nor officers shall receive compensation for their services as such. Directors may not also be employees of the Golf Club. Directors and officers may be compensated for all actual and proper out-of-pocket expenses relating to the proper discharge of their respective duties.

4.18 **Emergency Powers.** In the event of an "emergency" as defined in Paragraph 4.18(G) below, the Board of Directors of the Golf Club may exercise the emergency powers as described in this Section, and any other emergency powers authorized by Sections 617.0207, and 617.0303, Florida Statutes, as amended from time to time.

(A) The Board may name as assistant officers persons who are not Directors, which assistant officers shall have the same authority as the executive officers of whom they are assistant during the period of the emergency, to accommodate the incapacity of any officer of the Golf Club.

(B) The Board may relocate the principal office or designate alternative principal offices or authorize the officers to do so.

(C) During any emergency the Board may hold meetings with notice given only to those Directors with whom it is practicable to communicate, and the notice may be given in any practical manner, including publication or radio. The Director or Directors in attendance at such a meeting shall constitute a quorum.

(D) Corporate action taken in good faith during an emergency under this Section to further the ordinary affairs of the Golf Club shall bind the Golf Club; and shall have the rebuttable presumption of being reasonable and necessary.

(E) Any officer, Director or employee of the Golf Club acting with a reasonable belief that his actions are lawful in accordance with these emergency Bylaws shall incur no liability for doing so, except in the case of willful misconduct.

(F) The provisions of these emergency Bylaws shall supersede any inconsistent or contrary provisions of the Bylaws during the period of the emergency.

(G) For purposes of this Section, an "emergency" exists only during a period of time that the Golf Club Property, or the immediate geographic area in which the Golf Club Property is located, is subjected to:

- (1) a state of emergency declared by law enforcement authorities;
- (2) a hurricane warning;
- (3) a partial or complete evacuation order;
- (4) designation by federal or state government as a "disaster area;" or
- (5) a catastrophic occurrence, whether natural or man-made, which seriously damages or threatens serious damage to the Golf Club Property, such as an earthquake, tidal wave, fire, hurricane, tornado, war, civil unrest, or acts of terrorism.

4.19 Committee Meetings. The provisions of this Section 4 governing the calling and holding of Board meetings shall also apply to the meetings of all committees or other similar bodies specified in the Golf Club Documents, and to any committee or similar body appointed by the Board or any member thereof, or elected by the Golf Members, to which the Board has delegated its decision-making powers. The meetings of any committee, including any body vested with the power to approve or disapprove architectural decisions with respect to a specific parcel of residential property owned by a member of the Golf Club, must be conducted with the same formalities as required for meetings of the Board.

5. OFFICERS.

5.1 Officers and Elections. The executive officers of the Golf Club shall be a President, and one or more Vice-Presidents, who must be Directors of the Golf Club, as well as a Treasurer and a Secretary, all of whom shall be elected annually by majority vote of the Board of Directors. Any officer may be removed, with or without cause, by vote of a majority of all Directors at any meeting. Any person except the

President may hold two or more offices. The Board of Directors shall, from time to time, appoint such other officers, and designate their powers and duties, as the Board shall find to be required to manage the affairs of the Golf Club. If the Board so determines, there may be more than one Vice-President. The officers may delegate their duties and responsibilities.

5.2 **President.** The President shall be the chief executive officer of the Golf Club; he shall preside at all meetings of the Golf Members and Directors, shall be ex-officio a member of all standing committees, shall have general and active management of the business of the Golf Club, and shall see that all orders and resolutions of the Board are carried into effect. He shall execute bonds, mortgages and other contracts or documents requiring the seal of the Golf Club, except where such are permitted by law to be otherwise executed, and the power to execute is delegated by the Board of Directors to another officer or agent of the Golf Club.

5.3 **Vice-Presidents.** The Vice-Presidents in the order of their seniority shall, in the absence or disability of the President, perform the duties and exercise the powers of the President; and they shall perform such other duties as the Board of Directors shall prescribe.

5.4 **Secretary.** The Secretary shall attend the meetings of the Board and meetings of the Golf Members, and shall record all votes and the minutes of all proceedings in a book or books to be kept for the purpose, and shall perform like duties for the standing committees when required. He shall give, or cause to be given, notice of all meetings of the Golf Members and of the Board of Directors, and shall perform such other duties as may be prescribed by the Board or the President. He shall keep in safe custody the seal of the Golf Club and, when authorized by the Board, affix the same to any instrument requiring it. The Secretary shall be responsible for the proper recording of all duly adopted amendments to the Golf Club Documents. Any of the foregoing duties may be performed by an Assistant Secretary, if any has been designated.

5.5 **Treasurer.** The Treasurer shall have responsibility for the collection, safe-keeping, and disbursement of funds and securities of the Golf Club, shall keep full and accurate accounts of receipts and disbursements in books belonging to the Golf Club, and shall deposit all monies and other valuable effects in the name and to the credit of the Golf Club in such depositories as may be designated by the Board of Directors, and prepare the budget for the Golf Club. He shall be responsible for disbursing the funds of the Golf Club, making proper vouchers for such disbursements, and shall render to the President and Directors, at the regular meetings of the Board, or whenever they may require it, an account of all transactions and of the financial condition of the Golf Club. Any of the foregoing duties may be performed by an Assistant Treasurer, if any has been designated.

6. **FISCAL MATTERS.** The provisions for assessments and fiscal management of the Golf Club set forth in the Golf Declaration shall be supplemented by the following provisions:

6.1 **Depository.** The Golf Club shall maintain its accounts in federally insured accounts at financial institutions doing business in the State of Florida as may be designated from time to time by the Board. Withdrawal of monies from such accounts shall be only by such persons as are authorized by the Board. The Board may invest Golf Club funds in interest-bearing accounts, money market funds, certificates of deposit, U.S. Government securities, and other similar investment vehicles, provided they are federally insured, or backed by the full faith and credit of the United States.

6.2 **Budget.** The Board of Directors shall, at a November meeting each year, adopt a budget of general expenses for the next fiscal year. The budget must reflect the estimated revenues and expenses for that year and the estimated surplus or deficit as of the end of the current year. The budget must set out separately all fees or charges for recreational amenities, whether owned by the Golf Club, the Declarant, or another person. The Golf Club shall provide each member with a copy of the annual budget or a written notice that a copy of the budget is available upon request at no charge to the member. The proposed budget shall be detailed and shall show the amounts budgeted by accounts and expense classifications.

6.3 **Reserves.** The Board may establish in the budgets one or more reserve accounts for contingencies, operating expenses, repairs, improvements, capital expenditures or deferred maintenance. The purpose of the reserves is to provide financial stability and to avoid the need for special assessments. The amounts proposed to be so reserved shall be shown in the proposed annual budgets each year. These funds may be spent only for purposes for which they were reserved, unless another use is approved by unanimous consent of the entire Board.

6.4 **Fidelity Bonds.** The Treasurer, and all other officers who are authorized to sign checks, and all Directors and employees of the Golf Club handling or responsible for Golf Club funds, shall be bonded in such amounts as determined by the Board of Directors. The premiums on such bonds shall be paid by the Golf Club.

6.5 **Accounts and Accounting Procedures.** The financial and accounting records of the Golf Club, must be kept according to good accounting practices. All financial and accounting records must be maintained for a period of at least seven (7) years. The financial and accounting records must include:

- (A) Accurate, itemized, and detailed records of all receipts and expenditures.
- (B) A current account and a period statement of the account for each member, designating the name and current address of each Golf Member who is obligated to pay assessments, the due date and amount of each assessment or other charge against the member, the date and amount of each payment on the account, and the balance due.
- (C) All tax returns, financial statements, and financial reports of the Golf Club.
- (D) Any other records that identify, measure, record or communicate financial information.

6.6 **Financial Reporting.** The Golf Club shall prepare an annual financial report within sixty (60) days after the close of the fiscal year. The Golf Club shall, within ten (10) business days after the report is prepared, provide each member with a copy of the report, or a written notice that a copy of the financial report is available upon request at no charge to the Golf Member. The financial report must consist of either:

- (A) Financial statements presented in conformity with generally accepted accounting principles; or
- (B) A financial report of actual receipts and expenditures, cash basis, which report must show:

- (1) The amount of receipts and expenditures by classification; and
- (2) The beginning and ending cash balances of the Golf Club.

6.7 **Audits.** A formal certified audit of the accounts of the Golf Club, if required by law, or by a majority of the voting interests, or by a majority of the Board of Directors, shall be made by an independent certified public accountant, and a copy of the audit report shall be available on request to each Golf Member.

6.8 **Application of Payments and Commingling of Funds.** All monies collected by the Golf Club may be commingled, for investment purposes only, in a single fund, or divided into two or more funds, as determined by the Board of Directors. The books and records of the Golf Club shall be kept in conformity to generally accepted accounting principles, and the audit and accounting guide for Common Interest Realty Associations of the American Institute of Certified Public Accountants. All payments on account by an Owner shall be applied as to interest, delinquencies, costs and attorney's fees, other charges, and annual or special assessments, in such manner and amounts as the Board of Directors may determine, or as may be required by law.

6.9 **Fiscal Year.** The fiscal year for the Golf Club shall begin on the first day of January each year. The Board of Directors may change to a different fiscal year in accordance with the provisions and regulations from time to time prescribed in the Internal Revenue Code of the United States.

6.10 **Payment of Assessments.** Annual assessments based on the adopted budgets shall be payable annually, semiannually or in quarterly installments at the discretion of the Board. Written notice of the annual assessment shall be sent to all Owners at least thirty (30) days prior to the due date. Failure to send or receive such notice shall not, however, excuse the obligation to pay. By resolution, the Board may establish the place for payment, the method of payment, and a late payment fee.

6.11 **Special Assessments.** Special assessments may be imposed by the Board of Directors whenever necessary to meet unbudgeted, emergency, or non-recurring expenses, or for such other purposes as are authorized by the Golf Declaration or these Bylaws. Special assessments are due on the day specified in the resolution of the Board approving such assessment. The notice of any special assessment must contain a statement of the purpose(s) of the assessment, and the funds collected must be spent for the stated purpose(s) or returned to the Golf Members in a manner consistent with law.

6.12 **Proof of Payment.** Within fifteen (15) days after receipt of request from the Owner, mortgagee, or purchaser of a Lot or Living Unit, the Golf Club shall furnish a written statement certifying that all assessments then due from any Lot or Living Unit have been paid, or indicating the amounts then due. Anyone other than the Owner who relies upon such statement shall be protected thereby.

6.13 **Suspension.** The Golf Club shall not be required to transfer golf memberships on its books or to allow the exercise of any rights or privileges of golf membership on account thereof to any Owner, or to any persons claiming under an Owner, unless and until all assessments and charges to which said Owner and his Lot or Living Unit is subject have been paid in full.

7. TURNOVER OF CONTROL OF GOLF CLUB.

7.1 **Time of Turnover.** Turnover of control of the Golf Club occurs when the Golf Members first elect a majority of the Directors of the Golf Club. Owners other than the Declarant shall be entitled to assume control of the Golf Club by electing the entire Board of Directors not later than ninety (90) days after the conveyance of title, to Owners other than Declarant, of at least ninety percent (90%) of Lots or Living Units ultimately to be subjected to the Golf Declaration. At that time the Directors appointed by the Declarant shall resign. The election shall occur at a meeting of the Golf Members (the Turnover Meeting).

7.2 **Procedure for Calling Turnover Meeting.** To ultimately be no less than sixty (60) days prior to the Turnover Meeting, the Golf Club shall notify in writing all Golf Members of the date of the Turnover Meeting. At the Turnover Meeting the Directors elected by the Golf Members as further provided in Section 4.4 above, and all but one of the Directors previously appointed by the Declarant shall resign.

7.3 **Early Turnover.** The Declarant may turn over control of the Golf Club to the Golf Members prior to the time for turnover set forth above, by causing all but one of its appointed Directors to resign, whereupon it shall be the affirmative obligation of the Golf Members to elect the other Directors and assume control of the Golf Club. If at least sixty (60) days notice of Declarant's decision to cause its appointees to resign is given as described in this Section, neither the Declarant, nor such appointees shall be liable in any manner in connection with such resignations if the Golf Members refuse or fail to assume control.

7.4 **Declarant Representative.** The Declarant is entitled to appoint at least one member of the Board of Directors as long as the Declarant holds for sale in the ordinary course of business at least five percent (5%) of the Lots or Living Units to be submitted to the Golf Declaration. After the Declarant relinquishes control of the Golf Club, the Declarant may exercise the right to vote any Declarant-owned interests in the same manner as any other member, except for purposes of reacquiring control of the Golf Club or selecting a majority of the Directors.

8. **AMENDMENT OF BYLAWS.** Amendments to these Bylaws shall be proposed and adopted in the following manner:

8.1 **Proposal.** Amendments to these Bylaws may be proposed either by a resolution approved by a majority of the whole Board of Directors, or by a petition to the Board signed by the voting representatives of at least twenty-five percent (25%) of the voting interests of the Golf Club. Once so proposed, the amendments shall be submitted to a vote of the Golf Members at a meeting no later than the next annual meeting for which notice can still properly be given.

8.2 **Vote Required.** Except as otherwise provided by law, or by specific provision of the Golf Club Documents, these Bylaws may be amended by concurrence of at least two-thirds (2/3) of the voting interests present and voting at any annual or special meeting, provided that the text of any proposed amendment has been given to the Golf Members with notice of the meeting.

8.3 **Amendment by Board.** As long as Declarant golf membership exists, the Board of Directors, by majority vote, may unilaterally amend these Bylaws in any manner which it deems advisable, including but not limited to amendments to correct errors or conform the Bylaws to any applicable statute or local ordinance. Such amendments shall not require consent of the Golf Members.

8.4 **Certificate; Recording.** A copy of each approved amendment shall be attached to a certificate reciting that the amendment was duly adopted, which certificate shall be executed by the President or Vice-President of the Golf Club with the formalities of a deed. The amendment shall be effective when the certificate and copy of the amendment are recorded in the Public Records of the County. The certificate must identify the book and page of the Public Records where the Golf Declaration was originally recorded.

9. MISCELLANEOUS

9.1 **Gender Number.** Whenever the masculine or singular form of the pronoun is used in these Bylaws, it shall be construed to mean the masculine, feminine or neuter; singular or plural, as the context requires.

9.2 **Severability.** Should any portion hereof be void or become unenforceable, the remaining provisions of the instrument shall remain in full force and effect.

9.3 **Conflict.** If any irreconcilable conflict should exist, or hereafter arise, with respect to the interpretation of these Bylaws and the Golf Declaration or the Articles of Incorporation of the Golf Club, the provisions of the Golf Declaration or Articles of Incorporation shall prevail over the provisions of these Bylaws.

The foregoing constitute the first Bylaws of Treviso Bay Golf Club, Inc., and were duly adopted at the first meeting of the Board of Directors held on December 31, 2011.

Date: 12-31, 2011.



Secretary

ATTEST:



President

TREVISIO BAY GOLF CLUB -BYLAWS

This Instrument Prepared By:
Charles Mann, Esq.
Pavese Law Firm
1833 Hendry Street
Fort Myers, FL 33901
(239) 334-2195

**AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR
TREVISO BAY**

(SUBSTANTIAL REWORDING OF DECLARATION. PLEASE SEE ORIGINAL DECLARATION AS RECORDED IN THE OFFICIAL RECORDS BOOK 3987, PAGE 0344, ET SEQ., OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA).

The Declarant, pursuant to the amendment powers contained in the Declaration of Covenants, Conditions, and Restrictions for Treviso Bay, the Bylaws, and Florida Statutes, file these Amended and Restated Declaration of Covenants, Conditions, and Restrictions for Treviso Bay.

WHEREAS, pursuant to the Assignment of Declarant's Rights recorded in Official Records Book 4737, Page 1846 et seq., Public Records of Collier County, Florida, Treviso Bay Development, LLC, a Delaware limited liability company, assigned all of its rights as Declarant under the Declaration to Lennar Homes, LLC, a Florida limited liability company ("Declarant"); and

WHEREAS, pursuant to the Assignment of Declarant's Rights recorded in Official Records Book 4737, Page 1850 et seq., Public Records of Collier County, Florida, VK Holdings Treviso Bay Commercial, LLC, a Florida limited liability company, assigned all of its rights as developer under the Declaration to Lennar Homes, LLC, a Florida limited liability company; and

WHEREAS, pursuant to the Assignment of Declarant's Rights recorded in Official Records Book 4737, Page 1839 et seq., Public Records of Collier County, Florida, VK Holdings Treviso Bay Golf Course, LLC, a Florida limited liability company, assigned all of its rights as developer under the Declaration to Lennar Homes, LLC, a Florida limited liability company; and

WHEREAS, Declarant holds greater than 75% of the total voting interests; and

WHEREAS, Declarant owns certain real property located within Collier County, Florida. The Declarant intends to create thereon a Community of single-family homes, multi-family structures, and related recreational and other common facilities and amenities to be known as TREVISO BAY; and

WHEREAS, the real property intended to be developed as Treviso Bay (the "Property") is described in Exhibit "A" to this Declaration being the same legal description as set forth in Exhibit "A" and "A-2" to the original Declaration, with the exception of the Commercial Parcel described as Parcel B in Exhibit "A-2" to the original declaration and which property is not subject to this Amended and Restated Declaration; and

WHEREAS, Declarant desires to promote the general health, safety and welfare of residents, provide for the maintenance of the land comprising TREVISO BAY, and the improvements thereon, and to provide for preservation of the property values and the amenities, and to this end desires to subject the real property to the protective covenants, conditions, restrictions, and other provisions

TREVISO BAY - DECLARATION

hereinafter set forth; and

WHEREAS, to provide a means for meeting the purposes and intents herein set forth, Treviso Bay Property Owners Master Association, Inc., a Florida corporation not for profit has been incorporated (hereinafter the "Master Association"); and

WHEREAS, Declarant may, in its sole discretion, from time to time, convey, lease or grant a license or other use right to lands within TREVISO BAY by deed, easement, or otherwise to the Master Association (which must accept the same) or the CDD, or both for the purpose or maintenance, landscaping, drainage, recreation or other purposes for the use and benefit of Owners and their families, tenants, guests and invitees.

NOW THEREFORE the Declarant, and any other person owning an interest in the subject property who at any time consents to or joins in the making of this Declaration, hereby declares that the real property described in Exhibit "A" hereto, is and shall be owned, used, sold, conveyed, encumbered, demised and occupied subject to the provisions of this Declaration, which shall run with the Land and be binding on all parties having any right, title or interest in the real property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each Owner thereof. Nothing herein contained, and no violation of these covenants, conditions and restrictions, shall invalidate or impair the lien of any mortgage or deed of trust given in good faith and for value. Further, the express intent of Declarant is that substantive contract rights created hereunder shall not be retroactively affected by legislation enacted subsequent to the recording of this Declaration.

1. **DEFINITIONS.** The following definitions shall apply to the terms used in this Declaration and its recorded exhibits, unless the context clearly requires another meaning.

1.1 "**Architectural Review Committee**" or "**ARC**" means the Architectural Review Committee as established and empowered in **Section 6** of this Declaration.

1.2 "**Assessment**" or "**Assessments**" means a share of the funds required for the payment of the expenses of the Master Association which from time to time is assessed against the Members, including without limitation annual assessments and special assessments, as, authorized by Section 9 of this Declaration.

1.3 "**Board**" means the Board of Directors of Treviso Bay Property Owners Master Association, Inc.

1.4 "**Builder**" shall mean any person or entity who purchases one or more Lots for the purpose of constructing improvements for later sale to consumers in the ordinary course of such person or entity's business, provided that the Declarant shall designate the status of "Builder" and assign the rights of such Builder in a written instrument. The Owner of a Lot shall not, solely by virtue of having purchased a Lot, be deemed a Builder or a successor or assignee of the development rights of a Builder, or of the Declarant for the purposes of this paragraph, unless an instrument of assignment or conveyance expressly so states.

1.5 "**CDD**" means and refers to the Wentworth Estates Community Development District.

1.6 "**CDD Property**" means any and all real property and improvements which the CDD either owns, contracts, operates, administers or has jurisdiction over or any combination of the foregoing or otherwise administers pursuant to its responsibilities under Chapter 190, Florida Statutes, and the documents establishing the CDD. The term "CDD Property" shall include systems, facilities and services that the CDD may acquire, construct, maintain and finance over the years (which

constitute projects or infrastructure improvements) which may or may not be owned by the CDD.

1.7 "**Common Areas**" means any and all real property and improvements within Treviso Bay owned by, leased to, or dedicated to the Master Association for the use and benefit of its Members, however, the golf course, golf practice area and the related facilities are not Common Areas.

1.8 "**Community**" or "**Properties**" means all real property comprising Treviso Bay, and the improvements thereon

1.9 "**Governing Documents**" means this Declaration, and the Articles of Incorporation and Bylaws of the Master Association, all as lawfully amended from time to time. In the event of an irreconcilable conflict between any two of the Governing Documents, the order of priority shall be the same as the order in which they are named in this Section 1.9.

1.10 "**County**" or "**the County**" means Collier County, Florida.

1.11 "**Declarant**" means Lennar Homes, LLC, a Florida limited liability company, its successors, grantees or assigns or any other entity to which the Declarant specifically assigns any or all of the development rights it may have under this Declaration to develop part or all of Treviso Bay .

1.12 "**Family**" means one natural person or two or more natural persons each of whom are related to each other by blood, marriage, or adoption and who customarily reside and live together and otherwise hold themselves out as a single housekeeping unit or not more than two natural persons who are not related to each other by blood or adoption, who customarily reside and live together and otherwise hold themselves out as a single housekeeping unit. The decision as to whether two persons reside and constitute a qualifying family unit shall be a matter for the Board of Directors in their sole and unbridled discretion. Once designated and accepted by the Board as a qualifying family unit, no change in persons so constituting the qualifying family unit may be made except for one time in any calendar year and no more than three times in any constituent partner's lifetime, but in all events such change in partner shall be subject to the Board's approval in its sole and unbridled discretion. Further, the biological or adopted children of only one person shall be entitled to Common Area privileges if they meet all of the following conditions: (a) said child or children are age 21 or less; and (b) such child or children are not married or co-habiting with any third party; and (c) said children do not have custodial children of their own, (i.e., grandchildren of the Member); and (d) said children reside with the Owner on a permanent basis, or in the case of college or graduate students, at such times as the student is not enrolled in a college or university. If a Lot or Living Unit is owned by two or more persons who are not a "family" as described above, or is owned by an entity which is not a natural person, the Owner shall be required to select and designate one (1) family as defined above to utilize the Membership. The Master Association may restrict the frequency of changes in such designation when there is no change in Ownership of the Lot or Living Unit.

1.13 "**Golf Club**" means and refers to the Treviso Bay Golf Club, Inc., a Florida corporation not for profit.

1.14 "**Golf Club Documents**" means and refers to the Declaration of Covenants, Conditions and Restrictions for Treviso Bay Golf Club ("Golf Declaration")

1.15 "**Governing Documents**" means this Declaration, and the Articles of Incorporation, Bylaws, Rules and Regulations of the Master Association. In the event of a conflict in the interpretation of the Governing Documents, they shall be applied in the order of priority listed herein.

1.16 "**Guest**" means any person who is physically present in, or occupies a Living Unit on a temporary basis at the invitation of the Owner or other legally permitted occupant, without the payment of consideration.

1.17 "**Institutional Mortgagee**" means:

(A) a lending institution having a first mortgage lien upon a Lot or Living Unit, or Tract, including any of the following institutions: a Federal or State savings and loan or building and loan association, a bank chartered by a state or federal government, a real estate investment trust, a pension and profit sharing trust, a mortgage company doing business in the State of Florida, or a life insurance company; or

(B) a governmental, quasi-governmental or private agency that is engaged in the business of holding, guaranteeing or insuring residential mortgage loans (including without limitation the Federal National Mortgage Association), Governmental National Mortgage Association, Federal Home Loan Mortgage Corporation, Federal Housing Administration and Veterans Administration and which holds, guarantees or insures a first mortgage upon a Lot or Living Unit; or

(C) the Declarant and any and all investors or lenders, or the successors and assigns of such investors or lenders which have loaned money to Declarant to acquire, develop, or construct improvements upon the Properties and who have a mortgage lien on all or a portion of the Properties securing such loan. An "Institutional Mortgage" is a first mortgage held by an Institutional Mortgagee encumbering a Lot or Living Unit.

1.18 "**Lands**" means the land described in Exhibit "A" to this Declaration, as it may be amended from time to time.

1.19 "**Lease**" when used in connection with a Living Unit, means the grant by the Owner of the Living Unit of a temporary right of use of the Living Unit for valuable consideration.

1.20 "**Living Unit**," or "**Unit**" means any residential structure, including a single family detached or attached dwelling unit or condominium unit, located within Treviso Bay and intended for use by one family as their place of residence. If a Living Unit is a free-standing or attached single family home located on a Lot, the use of the term "Living Unit" or "Unit" shall be interpreted as if the term was followed immediately by the words "and the Lot on which it is located."

1.21 "**Lot**" means one or more of the platted portions of land into which parts of Treviso Bay have been subdivided, upon each of which a single Living Unit has been, or is intended to be, constructed. It is synonymous with the word "parcel" as used in Section 720, Florida Statutes. Unless the context clearly requires a different interpretation, the term "Lot" shall be interpreted as if it were followed by the words "and the Living Unit constructed thereon".

1.22 "**Master Association**" means Treviso Bay Property Owners Master Association, Inc., a Florida corporation not for profit, which has its principal place of business in Collier County, Florida, and its successors and assigns.

1.23 "**Member**" means a person who is entitled to Membership in the Master Association, as provided in Section 2 of the Bylaws. Membership is mandatory for the Owners of all Lots or Living Units.

1.24 "**Neighborhood**" means a condominium, a group of single family homes, coach homes, or villas, or any other residential sub-area development within Treviso Bay designated as such, where all the Lots and Living Units are part of the Neighborhood Association or where such residential subdivision of a designated area has been designated as a neighborhood by the Declarant.

1.25 "**Neighborhood Association**" means a condominium association, an incorporated owners association as defined in Section 720, Florida Statutes, or any other incorporated mandatory membership property owners association operating a Neighborhood, or operating facilities or property serving two or more Neighborhoods.

1.26 "**Neighborhood Common Areas**" means that real property, including any improvements thereon, which is owned or leased by, or dedicated to, a Neighborhood Association for the common use and enjoyment of its Members. If the Neighborhood is a condominium, the term includes the common elements of the condominium and any real property owned by the condominium association.

1.27 "**Neighborhood Documents**" means any and all covenants, conditions, restrictions, and other provisions imposed by recorded declaration or other instrument, applicable to one or more specific Neighborhoods to the exclusion of all others, including the recorded articles of incorporation and bylaws of the Neighborhood Association, all as amended from time to time.

1.28 "**Occupy**" when used in connection with a Living Unit, means the act of using a Living Unit as one's place of residence for two (2) or more consecutive days. An "**Occupant**" is one who occupies a Living Unit, other than the Owner or his family as defined above.

1.29 "**Owner**" means the record Owner of legal title to any Lot or Living Unit.

1.30 "**Rules and Regulations**" means the administrative regulations governing use of the Common Areas and procedures for operating the Master Association, as adopted, amended and rescinded from time to time by resolution of the Board of Directors.

1.31 "**SFWMD**" means South Florida Water Management District.

1.32 "**Service Assessment**" means a charge against one or more Lots or Living Units for any service, material or combination thereof which may be provided by the Master Association for the use and benefit of the Owner(s) on a voluntary basis, such as contracting in bulk for repairs, services, materials or maintenance. The amount paid or incurred by the Master Association on behalf of the Owners accepting or receiving such material or service shall be a service assessment against the Lots or Living Units so benefited. An Owner is deemed to have agreed to such assessment by the act of subscribing to, requesting, or accepting the material or service.

1.33 "**Structure**" means something built or constructed, or any piece of work artificially built up or composed of parts joined together in some definite manner, the use of which requires a more or less permanent location on the ground, or which is attached to something having a permanent location on the ground. The term shall be construed as if followed by the words "or part thereof." The term includes, without limitation, all Living Units, swimming pools, spas, fences, flagpoles, antennas, basketball backboards, skateboard ramps, swing sets or other play equipment, and storage sheds.

1.34 "**Treviso Bay**" is the name of the community.

1.35 **"Voting Interests"** means the arrangement established in Section 2 of the Bylaws of the Master Association by which the Owners of each Lot or Living Unit are entitled to vote in the affairs of the Master Association, whenever a vote of the Owners is permitted or required as to any Master Association business.

2. **GENERAL DEVELOPMENT PLAN.** The Community is a Planned Unit Development ("PUD"), comprising at approximately 1,500 acres of land. The primary development objective is the construction and development of approximately 1400 single and multiple family dwelling units along with various recreational amenities. The Community also includes an 18 hole golf course for use by Golf Members in accordance with the Golf Club Documents. Not all Members of the Master Association will be Golf Members. Members of the Master Association have no rights to use the golf course, golf practice areas or other related facilities solely by virtue of the fact that they are Members of the Master Association.

2.1 **Renderings, Plans and Models.** From time to time, Declarant and others may present to the public certain renderings, plans and models showing possible future development of Treviso Bay. Declarant does not warrant in any way the schemes in these renderings, plans or models or how the future improvements in this Community will actually be developed. Any such renderings, plans or models are primarily schematic, and in no way represent a guaranteed final development plan.

2.2 **Right to Use Common Areas.** The non-exclusive right to use the Common Areas shall be appurtenant to and shall run with each Owner's Membership in the Master Association, subject to this Declaration and its recorded exhibits. The Master Association has the right to enter into Agreements with other entities for the maintenance and operation of the Common Areas and CDD Property and for use of the Common Areas by non-Members.

2.3 **Owner and Member Compliance.** The protective covenants, conditions, restrictions and other provisions of this Declaration shall apply not only to the Members, and persons to whom an Owner has delegated his right of use in and to the Common Areas, but also to any other person occupying an Owner's Living Unit under lease from the Owner, or by permission or invitation, expressed or implied, of the Owner or his tenants, licensees, invitees or guests. Failure of an Owner to notify any person of the existence of the easements, covenants, conditions, restrictions, and other provisions of this Declaration shall not in any way act to limit or divest the right of Declarant or the Master Association of enforcement of these provisions and, in addition, the Owner shall be responsible for any and all violations of these provisions by his tenants, licensees, invitees or guests, and by the guests, licensees and invitees of his tenants at any time.

2.4 **Members' Rights and Easements.**

(A) Every Member of the Master Association shall have a non-exclusive right and easement for access to and the use and enjoyment of the Common Areas. The right and easement shall be appurtenant to and shall pass with the title to every Lot and Living Unit subject to any limitation set forth in this Declaration, including without limitation:

(1) The right of the Master Association to determine the annual and special assessments to be paid by the Members;

(2) The right of the Master Association to dedicate or transfer all or any part of the Common Areas to any governmental agency, public

authority, or utility;

(3) The right of the Master Association to grant easements over, across or through the Common Area or any part thereof;

(4) The right of the Master Association to borrow money for the accomplishment of its purposes of improving the Common Areas, and in aid thereof, to mortgage Common Areas;

(5) The right to take such steps as are reasonably necessary to protect Common Areas against foreclosure;

(6) The right to enforce the Articles of Incorporation and Bylaws of the Master Association; and any rules and regulations governing use and enjoyment of the Common Areas adopted by the Master Association;

(7) The right of the Master Association to charge use fees or Membership fees.

(8) The right of the Master Association to assist the CDD in enforcing its rules and regulations.

(B) Delegation of Rights. Each Owner may temporarily delegate his right of use in and to the Common Areas to his non-resident guests (if the guests are accompanied by the Owner) or to tenants who reside in the Living Unit of the Owner, but only to the extent and subject to conditions, limitations and restrictions as may be provided for in the Governing Documents. Each Owner of a Living Unit shall be financially and legally responsible for the actions of any person to whom the Owner has delegated his right to use the Common Areas.

2.5 Conveyance and Use.

(A) Any real property conveyed, leased, or the use of which has been granted by Declarant or any third party to the Master Association as Common Areas 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 of the Master Association.

(B) The Declarant, may convey property to the Master Association in either an improved or an unimproved condition, with or without any specific restrictions on its use, and the Master Association must accept such property. The Master Association shall not accept the conveyance of real property from any third party, in either an improved or unimproved condition, without the prior written consent of Declarant, so long as Declarant owns any property in the Master Association.

2.6 Quiet Enjoyment. Because of its size, full development of Treviso Bay will likely span a number of years. Incident to the development process, the quiet enjoyment of the Community may be unavoidably interfered with to some extent by construction operations.

3. THE MASTER ASSOCIATION'S PURPOSES AND POWERS. The primary purposes of the Master Association are to operate and maintain the Common Areas, including without limitation, the

clubhouse and related recreation facilities, including certain pools within the Community; to enforce restrictive covenants applicable to the Community; to provide architectural and aesthetic control; and to take such other action as the Master Association is authorized or required to take with regard to the Community pursuant to the Governing Documents. The Master Association shall operate, insure, maintain and repair all property and related improvements designated by Declarant as Common Areas, regardless of whether legal title to that property has been formally conveyed to the Master Association. If required by governmental agencies, the Master Association shall accept the transfer of all permits, and assume responsibility for maintenance and monitoring of on-site and off-site wetland preserve areas located on the Common Areas.

3.1 Common Areas. The Master Association shall operate, maintain and, if deeded by the Declarant, hold record title to the Common Areas. The Common Areas may include, but shall not be limited to, certain swimming pools that are not part of a Lot, certain roads not owned by the CDD, the clubhouse, restaurant, spa and fitness center, meeting rooms, cabana, postal facility, tennis courts and tennis pro shop, if any, and related facilities. The golf course, practice facility and other related facilities are not Common Areas of the Master Association. The Master Association may also maintain environmental habitat and preservation areas, surface water drainage and management systems on the Common Areas, if maintenance responsibilities are delegated to it by the CDD. The Board of Directors may promulgate reasonable rules and regulations regarding use of the Common Areas consistent with the Governing Documents. Use of Common Areas shall be available to all Members and their invitees, guests, family Members and tenants, subject to the Rules and to the Governing Documents. The costs of operating, maintaining, repairing, insuring and protecting the Common Areas and the facilities located thereon or connected therewith shall be assessed equally against all Lots and Living Units. The Master Association shall have, without limitation, the following powers:

(A) To exercise the rights as set forth in the Declaration.

(B) To allow public use of the clubhouse, and other recreational facilities, until control of the Master Association has been transferred to Owners other than the Declarant. Thereafter, the Board of Directors may determine whether and to what extent public use of the clubhouse and other Master Association facilities will be allowed.

(C) To lease, assign or otherwise transfer the operating rights to, and any and all profits from any restaurant, snack bar or other facility on the Common Areas to a third party.

(D) To enter into Agreements for the maintenance and operation of the Common Areas.

(E) To enter into Agreements to cause additional Properties and amenities to become Common Areas if such Properties are of common benefit to the Community.

3.2 Manager. The Master Association may contract, employ and pay for the services of an entity or person to assist in managing its affairs and carrying out its responsibilities, and may employ other personnel as the Master Association shall determine to be necessary or desirable.

3.3 Personal Property. The Master Association may acquire and hold tangible and intangible personal property and may dispose of the same by sale or otherwise.

3.4 Insurance. The Master Association at all times shall procure and maintain adequate policies of public liability and other insurance as it deems advisable or necessary and as required elsewhere in this Declaration. The Master Association additionally shall cause all persons with access to Master

Association funds to be insured or bonded with adequate fidelity insurance or bonds.

3.5 **Express and Implied Powers.** The Master Association may exercise any rights, powers or privileges given to it expressly by the Governing Documents or by the law in effect at the time this Declaration is recorded, and every other right, power or privilege reasonably inferable therefrom.

3.6 **Acts of the Master Association.** Unless the approval or affirmative vote of the Members is specifically made necessary by some provision of applicable law or the Governing Documents, all approvals or actions permitted or required to be given or taken by the Master Association may be given or taken by its Board of Directors, without a vote of the Members. The officers and Directors of the Master Association have a fiduciary relationship to the Master Association and its Members. A Member does not have the authority to act for the Master Association by reason of being a Member.

3.7 **Member Approval of Certain Litigation.** After turnover, and notwithstanding any other provisions of the Master Association Documents, the Board of Directors shall be required to obtain the prior approval of at least two-thirds (2/3rds) of the voting interests of the Master Association prior to the payment of, or contracting for the payment of, legal fees to any person engaged by the Master Association for the purpose of commencing any lawsuit, other than for the following purposes:

- (A) collection of assessments;
- (B) collection of other charges which Members are obligated to pay;
- (C) enforcement of the Governing Documents;
- (D) enforcement of the rules and regulations of the Master Association;
- (E) in an emergency, when waiting to obtain the approval of the Member creates substantial risk of irreparable injury to the Master Association or its Members; or
- (F) filing a compulsory counterclaim.

3.8 **Articles of Incorporation.** The Articles of Incorporation of the Master Association are attached as Exhibit "B."

3.9 **Bylaws.** The Bylaws of the Master Association shall be the Bylaws attached as Exhibit "C" as they may be amended from time to time.

3.10 **Official Records.** The official records of the Master Association, as defined by Chapter 720, Florida Statutes, as amended, shall be maintained within the State of Florida and must be open to inspection and available for photocopying as provided for in the Bylaws. The Master Association may adopt reasonable written rules governing the frequency, time, location, notice, and manner of inspection, and may impose fees to cover the costs of providing copies of the official records, including, without limitation, the costs of copying. The Master Association shall maintain an adequate number of copies of the Governing Documents, to ensure their availability to Members and to prospective purchasers, and may charge its actual costs for reproducing and furnishing these documents to those persons who are entitled to receive them.

3.11 **Polling Places.** Accommodations may be made for the future use of building space within the Common Areas for the purposes of accommodating the function of an electoral polling place.

3.12 **Rules and Regulations.** Subject to this Declaration and any other applicable recorded instrument, the Master Association shall have the right and the power to develop, promulgate and enforce reasonable rules and regulations for the use and enjoyment of the Common Areas. No Common Areas shall be used in violation of any rule or regulation adopted by the Master Association pursuant to Section 5 of the Bylaws.

3.13 **Acquisition of Property.** Subject to Section 2.5 above, the Master Association has the power to acquire property, both real and personal. The power to acquire personal property shall be exercised by the Board of Directors. The power to acquire Ownership interests in real property shall be exercised by the Board of Directors, but only after approval by at least a majority of the voting interests.

3.14 **Disposition of Property.** Subject to Section 2.5 above, any property owned by the Master Association, whether real, personal or mixed, may be mortgaged, sold, leased or otherwise encumbered or disposed of by the same authority as would be required to acquire it under Section 3.14 above.

4. **MEMBERSHIP AND VOTING RIGHTS.** Every Owner of record legal title to a Lot or Living Unit within Treviso Bay shall be a Member of the Master Association as further defined in Section 4.1 below. The Declarant shall hold Declarant Membership as provided for in Section 4.1(C) below. Membership is appurtenant to, and may not be separated from, Ownership of a Lot or Living Unit. The rights, powers, duties and privileges of Members shall be as set forth in this Declaration, and in the Articles of Incorporation and Bylaws of the Master Association.

4.1 Classes of Membership. The Master Association will initially have two (2) classes of voting Membership, and one (1) class of non-voting Membership, as follows:

(A) **Members or Class "A" Members.** Every Owner of a Lot or Living Unit shall be a Member, which Membership has been given as an appurtenance. Members shall be all Owners of Lots or Living Units within Treviso Bay. The Declarant shall create a Membership for every Lot and Living Unit. Members shall have full rights of use in the Common Areas and facilities. The actual number of Memberships which may be created is in the discretion of the Declarant, but it is anticipated that the number will be approximately 1400. Except for temporary delegations as provided in Section 4.4 below, a Membership shall not be assignable and/or transferable by any method other than the sale, lease or conveyance of record legal title to the Lot or Living Unit to which it is appurtenant. Upon sale or other transfer of Ownership of a Lot or Living Unit to which a Membership is appurtenant, the transferor shall be deemed to have automatically assigned and transferred the Membership with his property. A Member's rights to use the Common Area and other recreation facilities shall be limited as set forth in this Declaration and in the Bylaws. Any attempt to separate the Membership from the interest in real property upon which it is based shall be null and void.

(B) **Interim Members.** The Developer or the Board shall have the right, but not the obligation, to authorize an unlimited number of interim Members who are not Owners or residents of Treviso Bay, and who shall have no voting rights. While in good standing, such Members have the right to enjoy the social and recreational facilities appropriate to their Membership class. To remain in good standing, such Members shall be obligated to timely pay all charges and annual dues in the amount established by the Board of Directors. Such Memberships shall be good for not more than one year at a time, and may, upon expiration of any one-year term, be terminated at the discretion of the Board of Directors, with or without cause.

(C) **Declarant Member or Class "B" Member.** The Declarant shall be a voting Member for each Lot or Living Unit it owns. Declarant Membership and voting rights shall cease to exist at the Turnover Meeting described in Section 8.2 of the Bylaws, but all of the Declarant's other rights and privileges as the Declarant, as set forth elsewhere in this Declaration or in the Bylaws, shall continue as long as the Declarant holds any property within the Community for sale in the ordinary course of business. If the Declarant conveys undeveloped property within the Community to a successor developer, the Declarant may assign its Declarant Membership and/or some or all of its voting rights and privileges to the successor developer.

4.1.1 **"Member for the Day - Private Club"** In order to comply with the Florida State Alcoholic Beverages and Tobacco regulations relating to dispensing of alcoholic beverages pursuant to a private club liquor license, the Master Association may create a daily Membership to facilitate dispensing of alcoholic beverages to daily guests of the Master Association. The Board shall be empowered to adopt rules and restrictions pertaining to the charges paid to the Master Association for daily Membership. In all events, any daily guest who has been charged for and paid a greens fee for use of the golf course shall be considered a Member for that day.

4.2 **Voting.** The Association shall have two classes of voting Membership, Class "A," and Class "B,"

(A) **Class "A".** Class "A" Members shall be all Owners except the Class "B" Member, if any. Class "A" Members shall have one equal vote for each Lot or Living Unit in which they hold the interest required for Membership under Section 4.1, except that there shall be only one vote per Lot or Living Unit and no vote shall be exercised for any property which is exempt from assessment under Section 9.9. All Class "A" votes shall be cast as provided in Section 4.2 (C) below.

(B) **Class "B".** The sole Class "B" Member shall be the Declarant. Until the Class "B" Membership expires or is terminated, the Class "B" Member may appoint a majority of the Members of the Board of Directors as specified in the By-Laws. Additional rights of the Class "B" Member, including the right to approve, or withhold approval of, actions proposed under this Declaration, the By-Laws and the Articles, are specified in the relevant sections of this Declaration, the By-Laws and the Articles.

The Class "B" Membership shall terminate upon the earlier of:

- (i) three months after 90% of the maximum number of residential dwelling units which may be created and developed as part of the Properties under the resolutions of the Collier County Board of County Commissioners, as amended from time to time, have been constructed and conveyed to Class "A" Members. Currently, the maximum number of residential dwelling units is 1400, however, the maximum number of residential dwelling units may increase if additional property other than the property described on Exhibit "A" is subjected to this Declaration as provided in Section 18.10; or
- (ii) when, in its discretion, the Declarant so determines and declares in a written instrument recorded in the Public Records.

Upon termination of the Class "B" Membership, the Declarant, provided Declarant is also an Owner, shall be a Class "A" Member entitled to one Class "A" vote for each Living Unit which it owns.

(C) **Exercise of Voting Rights.** In any situation where a Member is entitled personally to exercise the vote for his or her Living Unit, and there is more than one Owner of such Living Unit, the vote for such Living Unit shall be exercised as the co-owners determine among themselves and advise the Secretary of the Master Association in writing prior to the vote being taken. Absent such advice, the Living Unit's vote shall be suspended if more than one person attempts to exercise it.

4.3 **Association Rights and Easements.** Members in good standing have the non-exclusive right to use the Common Areas subject to:

(A) The right of the Master Association, by and through its Board of Directors, to adopt the annual budget and to determine the annual assessments to be paid by Members;

(B) The right of the Master Association, by and through its Board of Directors, to charge any admission, use, or other fees for any Common Areas as the Board may deem appropriate. The fees may be higher for non-Owners than for Owners;

(C) The right of the Master Association, by and through its Board of Directors, to suspend a Member's right to use Common Areas for the period during which any assessment or charge against the Member's Lot or Living Unit remains unpaid and past due, and for a reasonable period during or after any infraction of the Master Association's rules and regulations;

(D) The right of the Master Association, by and through its Board of Directors, to dedicate or transfer all or any part of the Common Areas to any governmental agency, public authority, or utility;

(E) The right of the Master Association, by and through its Board of Directors, to grant easements over, across or through the Common Areas;

(F) The right of the Master Association, by and through its Board of Directors, to open the Common Areas for use by non-Members of the Master Association, or non-Owners.

(G) The right of the Master Association, by and through its Board of Directors, with the prior assent of a majority of the voting interests, to borrow money for the purpose of improving the Common Areas, and in aid thereof, to mortgage Common Areas;

(H) The right of the Master Association, by and through its Board of Directors, to take such steps as are reasonably necessary to protect the Common Areas;

(I) The right of the Master Association, by and through its Board of Directors, to close or restrict access to the Common Areas for limited periods of time to conduct special events, including those intended primarily to benefit the Declarant or its sales efforts;

(J) The right of the Master Association, by and through its Board of Directors, to regulate parking and traffic on the private roads within Treviso Bay, including without limitation the

use of access gates or speed bumps;

(K) The provisions of this Declaration, the Articles of Incorporation and Bylaws of the Master Association; and any rules and regulations governing use and enjoyment of the Common Areas adopted by the Master Association;

(L) The right of the CDD, to exercise and enforce any and all powers authorized by Chapter 190, Florida Statutes; and

(M) The right of the Master Association to dedicate or transfer Ownership or control of all or any part of the Common Areas to the CDD or any other governmental agency, public authority, or utility.

So long as there is a Declarant Member, any and all rights of Members, and any and all restrictions, limitations, conditions and rules and regulations that a Member shall be subject to, shall not be amended without the consent of the Declarant.

4.4 **Delegation of Use Rights In Common Areas.** Guests accompanied by a Member shall have the right to use the Common Areas, but only to the extent provided in Section 2.4 of the Bylaws, or in the Master Association's rules and regulations, and subject to the conditions, limitations and restrictions as may be stated therein. A fee may be imposed for such usage delegation, not necessarily limited by or related to the cost of processing the delegation. Each Member shall be financially and legally responsible to the Master Association for the actions and debts to the Master Association of any person to whom the Member has delegated his right to use the Common Areas. The Member may not delegate the obligation to pay Master Association assessments. Upon the lease of a Lot or Living Unit to which a Membership is appurtenant, the lessor may retain the right to use the Membership, in which case the tenant shall have no such rights. If a Member delegates his privileges to a tenant residing in his Living Unit, the Member shall not be entitled to use of the facilities, except as a guest of another Member, during the period of the delegation.

4.5 **Separation of Ownership.** The Ownership of a Lot, and the Ownership of the Living Unit constructed thereon, may not be separated or separately conveyed, nor may any person who does not own record legal title to at least one Lot or Living Unit, hold Membership in the Master Association.

4.6 **Credit.** The Master Association may implement a policy of not accepting cash payments, and may require that each Member and resident guest open an account with a nationally recognized credit card, to which all purchases of goods and services from the clubhouse, pro shop, dining room and other facilities may be charged.

4.7 **Minimum Purchases.** The Master Association requires each Member to purchase at least a minimum amount of food or beverages from the Master Association, or be billed for the minimum amount. The initial food and beverage minimum shall be \$500.00.

5. GENERAL COVENANTS AND USE RESTRICTIONS.

5.1 **Residential Use.** Each Living Unit shall be occupied by only one family and its temporary 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 Living Unit. Co-Ownership of units is permitted. However, if the co-Owners are other than husband and wife, the co-Owners shall designate one (1) of the co-Owners as the "primary occupant." The use of the Living Unit by other co-Owners shall be as

though the primary occupant were the only actual Owner. Those co-Owner(s) whom have not been designated as the primary occupant shall be treated as guests of the primary occupant. Both the initial approval and the continued approval of a trustee, corporation, or other entity as an Owner, shall be conditioned upon designation of one (1) natural person to be the "primary occupant", and the use of the Living Unit by other persons shall be as though the primary occupant were the only actual Owner. Those co-Owner(s) whom have not been designated as the primary occupant shall be treated as guests of the primary occupant. Any change in the primary occupant shall be treated as a transfer of Ownership by sale or gift. No more than one (1) such change shall be approved in any twelve (12) month period. The intent of this provision is to allow flexibility in estate, financial or tax planning and not to create circumstances in which the Living Unit may be used as short term accommodations for several families or individuals. No person may publicly advertise the address of a Living Unit as the address of any business. The use of a Living Unit as a public lodging establishment shall be deemed a business or commercial use. This Section 5.1 shall not be construed to prohibit any Living Unit occupant from maintaining a personal or professional library, from keeping his personal, business or professional records in his Living Unit, or from handling his personal, business or professional telephone calls, written correspondence, or other communications in and from his Living Unit. Such uses are expressly declared customarily incident to residential use. This Section 5.1 is, however, intended to prohibit commercial or business activity by an Owner 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, or by customers and clients.

5.2 Occupancy of Living Unit when Owner is not in Residence. An Owner may occasionally allow family, friends or business associates in reasonable numbers to temporarily occupy his Living Unit in his absence. Except as otherwise provided in Section 5.3 below, this provision is not intended to allow any Owner to use his Living Unit as short-term transient accommodations for several individuals or families. The Owner must register all guests with the Master Association in advance, giving such information about the guests and the period of their stay as the Board may reasonably require. The Owner is responsible for the conduct of his guests. When the Owner is not in residence, no more than six (6) overnight occupants (including the Owner and his family) are allowed at any time.

5.3 Leasing. The Board of Directors has the right but not the obligation to approve leases for Living Units. If the Board chooses to exercise its right to approve leases, it shall adopt, by Board resolution, the procedure and criteria for approval of all leases, which shall apply to all leases subsequent to the adoption of the resolution. However, in all cases, the requirements of this Section 5.3 shall apply to any lease for a Living Unit in Treviso Bay. The minimum allowable lease period shall be thirty (30) consecutive days. No Living Unit may be rented or leased more than four (4) times in any twelve (12) month period. No lease may begin sooner than thirty (30) days after the first day of occupancy under the last previous lease. All leases are subject to the following restrictions and conditions:

- (A) The lease must be written, and a fully executed copy must be provided to the Association not less than fifteen (15) days before the beginning of the lease term, together with such other information about the tenants as the Board may reasonably require.
- (B) No lease may be for a period of less than thirty (30) consecutive days.
- (C) No subleasing or assignment of lease rights is allowed.

(D) No one but the lessee and the lessee's spouse, if any, and their unmarried children, who live with their parents, may occupy the Living Unit during a lease.

All of the provisions of the Governing Documents and the Rules and Regulations of the Association shall be applicable to and enforceable against any person occupying a Living Unit as a lessee or guest, to the same extent as against an owner, and a covenant on the part of each occupant to abide by the rules and regulations of the Association and the provisions of the Governing Documents, designating the Association as the owner's agent, with the authority to terminate any lease and evict the tenant in the event of violations by the tenant of such covenant, shall be deemed to be included in every lease whether oral or written, and whether specifically expressed in such lease or not. Any lease entered into without notice, or otherwise in violation of the above provisions shall, at the option of the Board, be treated as a nullity, and the Board shall have the power to evict the lessee by summary proceedings without securing consent to such eviction from the owner.

THE DECLARANT MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE FINANCIAL FEASIBILITY OF RENTING A LIVING UNIT OR THE INCOME TO BE DERIVED THEREFROM. ANY OWNER WHO DESIRES OR INTENDS TO RENT A LIVING UNIT MUST INDEPENDENTLY DETERMINE AND ASSUME RESPONSIBILITY FOR THE FEASIBILITY OF RENTING, AND SHOULD CONSULT HIS OR HER OWN ADVISOR WITH RESPECT TO THE TAX CONSEQUENCES AND ECONOMIC ADVANTAGE OF OWNERSHIP.

5.4 **Nuisance.** No Member shall use or permit a Living Unit to be used in any manner which would be unreasonably disturbing, detrimental or a nuisance to the occupant of another Living Unit or which would not be consistent with the maintenance of the highest standards for the first class residential development, nor permit the premises to be used in a disorderly or unlawful way. The use of each Living Unit Common Area and the Neighborhood Common Areas shall be consistent with existing laws and the Governing Documents, and residents shall at all times conduct themselves in a peaceful and orderly manner. No unlawful, disorderly or offensive activity shall be carried on upon any Lot or in any Living 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.

5.5 **Temporary Structures.** Temporary structures, including trucks, trailers, motor homes, recreational vehicles, tents or shacks shall not be used on any Lot at any time as a residence, either temporary or permanent.

5.6 **Signs.** In order to maintain an attractive community, no sign, banner, advertisement or poster (including "open house", "for sale" or "for rent" signs) shall be exhibited, displayed, inscribed, painted, or affixed, in, on or upon any part of the Properties without prior approval of the ARC, which approval may be withheld for any reason. However notwithstanding the above signs in strict conformance with the signage set forth on attached Exhibit "D" shall be permitted. This provision includes signs inside of Living Unit windows or the windows of motor vehicles. This Section 5.6 shall not apply to signs used by Declarant or its agents to market Living Units owned by Declarant.

5.7 **Appearance; Refuse Disposal.** Each Owner shall keep his Lot and Living Unit free of trash and debris and shall reasonably maintain his Living Unit. Personal property of residents shall not be left on the lawns or landscaped areas outside the Living Units. Trash, garbage or other waste must be kept in appropriate containers suitably screened from view from the street and adjacent Lots. Porches, and lanais shall be used only for the purposes intended, and shall not be used for hanging or drying clothing, for outdoor cooking, for cleaning of rugs or other household items, or for storage of bicycles or other

personal property.

5.8 **Maintenance.** The Declarant shall care for unimproved Lots within the Properties at its expense, remove and destroy tall grass, undergrowth, weeds and rubbish therefrom, and do any other things and perform any labor necessary to keep the Lot in reasonable order. The Association shall have the right to repair any structure or improvement on any Lot which, in the opinion of the Board, constitutes a safety hazard or nuisance, or is unsightly, or is in a state of disrepair, provided that the Lot Owner is given no less than five (5) days notice of the Association's intent to do so, which reasonably specifies the proposed action. The Association shall charge the expense of same against the Owner of the Lot, which charge shall be a lien on the Lot which may be foreclosed and shall include the Association's attorney fees and other costs in connection with the lien and foreclosure.

5.9 **Awnings and Windows.** Awnings, storm shutters, solar film, and other window coverings shall be subject to the prior approval and control of the ARC.

5.10 **Fences.** No fence, wall, hedge or other physical and visual barrier shall be erected in the Common Areas, except as originally installed by Declarant, or as approved by the ARC.

5.11 **Driveways and Parking Areas.** Driveways and parking areas must be paved with concrete, paver blocks, or another hard surface approved by the Declarant. Maintenance and repair of all driveways, parking and other paved parking facilities shall not be the responsibility of the Association. Driveways must be kept clean and free from excessive oil, rust or other unsightly stains.

5.12 **Water Supply; Wells; Water Rights.** Each Living Unit may be equipped with dual water lines, one of which shall be designated to utilize non-potable water. All irrigation systems must be connected to the non-potable water line and all outside spigots must be connected to the potable water line. Each Owner shall be required to connect the water lines on his Lot to the lines of the utility provider(s) providing service to Treviso Bay. No Owner may install or operate a private well for any reason, including operation of a water source heat pump.

5.13 **Landscaping.** The Master Association has the right, but not the obligation, to assume the responsibility to maintain the exterior landscaped portions of the Lots and Living Units within Treviso Bay, which includes lawn, shrubs, trees, and other landscaping, except for any areas enclosed by fencing or other screening or otherwise not readily accessible from outside the Lots or Living Units. The Master Association's costs associated with the maintenance described in this Section shall be a Common Expense of the Master Association and shall to be allocated among all Lots or Living Units pursuant to Section 9.1 of the Declaration; provided, if appropriate, costs may be assessed as a Specific Assessment in, accordance with Section 9.5 of the Declaration. Notwithstanding the foregoing, upon request by a Neighborhood Association, the Master Association can delegate its rights, duties, and obligations under this Section to a Neighborhood Association so long as the Neighborhood Association complies with the provision of this Section. The Master Association shall have a perpetual non exclusive easement over all of Treviso Bay, including the Living Units (but not inside any structure within a Living Unit), for the purpose of performing its maintenance responsibilities under this Section. Such easement may be exercised, without prior notice, by the Master Association, its officers, directors, employees, agents, and contractors, and entry upon any Living Unit for such purpose shall not be deemed a trespass. No landscaping shall be added, augmented, replaced, cut down, destroyed or removed without the prior written approval of the ARC. No artificial grass, plants or other artificial vegetation shall be placed or maintained upon any Lot outside of the Living Unit and the Living Unit's privacy walls, unless approved by the ARC.

5.14 **Pets.** The Owner of each Living Unit may keep not more than two (2) small pets not to exceed thirty (30) pounds each, of a normal domesticated household type (cats or dogs only) in the Living Unit. Reasonable numbers of birds in cages and fish in aquaria are also permitted, subject to reasonable regulation by the Association. Animals must be hand carried or leashed at all times while outside of the Living Unit. The Owner is responsible for cleaning up after his pet. The ability to keep pets is a privilege, not a right, and 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 of Treviso Bay. No reptiles, amphibians, poultry, swine or livestock may be kept on the Properties. The Board of Directors may restrict the locations where pets may be walked. Notwithstanding the foregoing, pit bull and pit bull mix dogs or other recognized aggressive breeds of dogs shall be prohibited regardless of size or weight. A pit bull or pit bull mix dog is defined as any dog that, in the sole and exclusive discretion of the Board, has the appearance and characteristics of being predominately and commonly referred to as a "pit bull" regardless of the opinion of any veterinary doctor. Pets may not be brought or kept within Treviso Bay for any commercial purposes, including boarding, grooming or breeding.

5.15 **Parking and Storage of Vehicles.** Except for service vehicles temporarily present on the property, Owners and occupants of Living Units may not park, store or keep on the Properties, any commercial truck or other commercial vehicle, or any boat, trailer, semi-trailer, recreation vehicle, motorcycle, house trailer, mobile home, motor home, bus, tractor, or any other such vehicle, unless it is enclosed within a garage. No person may park, store or keep any motor vehicle on grassed or landscaped areas, or any places outside of paved driveways, garages, or other designated parking areas. Vehicles which are in wrecked, junked, partially dismantled, inoperative or abandoned condition, whether attended or not, and those not bearing current license plates, are not permitted on the Properties. Because guest parking may be limited in some areas, each Owner is specifically cautioned that he and the other occupants of his Living Unit may be limited or restricted as to the number of motor vehicles they may keep on the Properties. The repair of motor vehicles, except emergency repairs, is not permitted on the Properties. For purposes of this paragraph "kept" shall mean present for either a period of twelve (12) consecutive hours or overnight, whichever is less. No house trailer, mobile home, motor home and the like may be kept more than two (2) times in any month. Any vehicle parked in violation of this Section is subject to being towed away at the Owner's expense without further warning.

5.16 **Antennas, Radio Equipment and Flagpoles.** No outside television, radio, or other electronic towers, aerials, antennae, satellite dishes or device 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 Lot or upon any improvements thereon, unless expressly approved in writing by the ARC, 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, promulgated under the Federal Telecommunications Act of 1996, as amended from time to time. The Master Association shall be empowered to adopt rules governing the types of antennae, restrictions relating to safety, location and maintenance of antennae. The Master Association may adopt and enforce reasonable rules limiting installation of permissible dishes or antennae to side or rear yard locations, not visible from the street or neighboring Properties, and integrated with the residence and surrounding landscape, to the extent that reception of an acceptable signal would not be unlawfully impaired by such rules. Antennae 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 ARC. An approved flagpole shall not be used to mount an antenna. 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. This Section 5.16 shall not apply to the

Declarant or its agents to market Living Units owned by Declarant.

6. ARCHITECTURAL AND AESTHETIC CONTROL.

6.1 **General.** Except for the initial construction of Living Units, Neighborhood Common Area facilities, Common Area facilities, and related improvements by the Declarant, no building, structure or other improvement shall be erected or altered, nor shall any grading, excavation, landscaping, change of exterior color, or other work which in any way materially alters the exterior appearance of any structure, Lot, Living Unit, or Common Area be performed without the prior written approval of the ARC. In obtaining said written approval, an Owner, Builder or any other person applying shall comply with all applicable requirements and procedures.

6.2 **Architectural Review Committee.** The architectural and aesthetic review and control functions of the Master Association shall be administered and performed by the ARC. The ARC shall consist of not less than three (3) individuals, who need not be Members of the Master Association. The term of office, composition, compensation (if any), qualifications and meeting procedures of the ARC shall be as provided in Section 6 of the Bylaws. Notwithstanding the foregoing, prior to Master Association turnover, the Declarant shall have the sole right to appoint one individual who may or may not be a Member of the Master Association, who shall have the full and unilateral power to act on behalf of the ARC body and no meeting or notice to Members of any meeting is required.

6.3 **Guidelines.** The Declarant has prepared the initial Community Development Standards and Design Guidelines, which may contain general provisions applicable to all of the Properties as well as specific provisions which may vary from Neighborhood to Neighborhood. The Community Development Standards and Design Guidelines are intended to provide guidance to Owners and Builders regarding matters of particular concern to the ARC in considering applications hereunder. The Community Development Standards and Design Guidelines are not the exclusive basis for decisions of the ARC and compliance with the Community Development Standards and Design does not guarantee approval of any application.

The Declarant shall have sole and absolute authority to amend the Community Development Standards and Design Guidelines as long as it owns any portion of the Properties or has a right to expand or reduce the Properties pursuant to Section 18.10, notwithstanding a delegation of reviewing authority to the ARC. Upon termination or delegation of the Declarant's right to amend the Community Development Standards and Design Guidelines, the ARC shall have the authority to amend the Community Development Standards and Design Guidelines with the consent of the Board. Any amendments to the Community Development Standards and Design Guidelines shall be prospective only and shall not apply to require modifications to or removal of structures previously approved once the approved construction or modification has commenced. There shall be no limitation on the scope of amendments to the Community Development Standards and Design Guidelines, provided such amendments may remove requirements previously imposed or otherwise make the Community Development Standards and Design Guidelines less restrictive.

The ARC shall make the Community Development Standards and Design Guidelines available to Owners and Builders who seek to engage in development or construction within the Properties. In the Declarant's discretion, such Community Development Standards and Design Guidelines may be recorded in the Public Records, in which event the recorded version, as it may be amended from time to time, shall control in the event of any dispute as to which version of the Community Development Standards and Design Guidelines was in effect at any particular time

6.4 **Powers.** The ARC shall have the power, subject to and limited by the guidelines of the approved regulatory permits of local ordinances for Treviso Bay.

(A) Require submission to the ARC of complete plans and specifications for any building, structure, or other improvement proposed to be erected or altered, or any proposed grading, excavation, tree or other landscape material removal or installation, change of exterior color or other work which materially alters the exterior appearance of any structure, Lot, Living Unit or Common Area. The ARC may also require submission of samples of building materials or colors proposed for use on any Lot or Living Unit, and may require such additional information as may reasonably be necessary for the ARC to fully evaluate the proposed work;

(B) Approve or disapprove the erection or alteration of any building, structure or other improvement; or any grading, excavation, landscaping, change of exterior color, or other work which in any way materially alters the exterior appearance of any structure, Lot, Living Unit or Common Area. All decisions of the ARC shall be forwarded in writing to the Board. Any person aggrieved by a decision of the ARC shall have the right to make a written appeal to the Board within thirty (30) days after notification of the decision. The determination by the Board, upon prompt review of any such decision, shall, in all events, be final, and shall not be unreasonably delayed;

(C) Adopt procedures and a schedule of reasonable fees for processing requests for ARC review. Fees, if any, shall be payable to the Master Association, in cash or check, at the time the request is submitted to the ARC; or

(D) Adopt procedures for inspecting approved changes during and after construction, to ensure conformity with approved plans.

6.5 **Enforcement.** Any decisions of the ARC shall be enforced by any Neighborhood Association involved, if applicable, as well as by the Master Association.

6.6 **Declarant's Rights.** Until 100% of the property described on Exhibit "A" has been developed and conveyed to Owners, the Declarant shall have the exclusive right to exercise design review under this Section. The rights reserved to Declarant under this Section shall continue so long as Declarant owns any portion of the Properties or any real property adjacent to the Properties, unless earlier terminated in a written instrument executed by Declarant and recorded in the Public Records. The Declarant may, in its sole discretion, designate one or more Persons from time to time to act on its behalf in reviewing applications hereunder. Each Owner and Builder, by accepting a deed or other instrument conveying any interest in any portion of the Properties, acknowledges that, as the developer of the Properties and as an Owner of portions of the Properties as well as other real estate within the vicinity of the Properties, Declarant has a substantial interest in ensuring that the improvements within the Properties preserve its reputation and do not impair the Declarant's ability to market its property. Therefore, each Owner and Builder covenants and agrees that no activity within the scope of this Section ("Work") shall be commenced on such Owner's Living Unit unless and until the Declarant or its designee has given its prior written approval for such Work, which approval may be granted or withheld in the Declarant's or its designee's sole and absolute discretion. In reviewing and acting upon any request for approval Declarant and its designee shall owe no duty to any other person.

6.7 **No Waiver of Future Approvals.** Each Owner acknowledges that the persons reviewing applications under this Section will change from time to time and that opinions on aesthetic matters, as

well as interpretation and application of the Community Development Standards and Design Guidelines, may vary accordingly. In addition, each Owner acknowledges that it may not always be possible to identify objectionable features of proposed Work until the Work is completed, in which case it may be unreasonable to require changes to the improvements involved, but the ARC may refuse to approve similar proposals in the future. Approval of applications or Plans for any Work done or proposed, or in connection with any other matter requiring approval, shall not be deemed to constitute a waiver of the right to withhold approval as to any similar applications, Plans, or other matters subsequently or additionally submitted for approval.

6.8 Variances. The ARC may authorize variances from compliance with any of its guidelines and procedures when circumstances such as topography, natural obstructions, hardship, or aesthetic or environmental considerations require. Such variances may only be granted, however, when unique circumstances dictate and no variance shall (a) be effective unless in writing; (b) be contrary to this Declaration; (c) estop the ARC from denying a variance in other circumstances; or (d) shall be effective unless approved by Declarant, provided Declarant is also an Owner at the time such variance is contemplated. For purposes of this Section, the inability to obtain approval of any governmental agency, the issuance of any permit, or the terms of any financing shall not be considered a hardship warranting a variance.

6.9 Limitation of Liability. The standards and procedures established by this Section 6 are intended as a mechanism for maintaining and enhancing the overall aesthetics of the Properties, but shall not create any duty to any person. Review and approval of any application pursuant to this Section 6 is made on the basis of aesthetic considerations only and the ARC shall not bear any responsibility for ensuring the structural integrity or soundness of approved construction or modifications, nor for ensuring compliance with building codes and other governmental requirements, nor for ensuring that all dwellings are of comparable quality, value or size or of similar design nor for ensuring that the dwelling units are marketable. Neither the Declarant, the Master Association, the Board, any committee, nor Member of any of the foregoing shall be held liable for soil conditions, drainage or other general site work, nor for any defects in plans revised or approved hereunder, nor for any injury, damages, nor loss arising out of the manner or quality of approved construction on or modifications to any Unit. In all matters, the ARC and all persons comprising the ARC shall be defended and indemnified by the Master Association.

7. EASEMENTS. In addition to any easements created elsewhere herein or that otherwise exist on the Properties, easements are hereby provided for:

7.1 Utilities, Services and Support. Each Lot, Living Unit, Common Area (except Conservation Areas) and Neighborhood Common Area is and are hereby subjected to easements for public services, communications and telecommunications, and utilities purposes including, but not limited to, fire, police protection, and emergency services, garbage and trash removal, potable and non-potable water, sewage, telephone, electric and gas service, lake maintenance, and cable television. The utilities and governmental agencies having jurisdiction, and their employees and agents, shall have the right of access to any Lot, Living Unit, the Common Area and Neighborhood Common Area in furtherance of such easements. The easement areas on any Lot, whether or not shown on any plat, shall at all times be properly maintained by the Owner, whether or not the utility or service company property maintains the easement area.

(A) There is hereby reserved, for the purpose of installing, operating and maintaining governmental, public or private utility facilities, and for other purposes incidental to the development of the Community, those easements described herein and those shown upon the recorded plat of the Community, and there are also reserved such easements and rights-of-way for any other purposes as Declarant in its sole discretion may in the future

grant.

(B) Declarant hereby reserves the right, and the power, during a period of ten (10) years from the date of recording this Declaration, to declare, grant and record easements for drainage facilities, sanitary sewer lines, potable and irrigation water lines, storm sewers, gas and electric lines, telephone and other telecommunication lines, cable television lines, and such other service facilities as Declarant may deem necessary or desirable, along the various utility service routes, through, in, over and under all Lots, Common Areas, and Neighborhood Common Areas. The purpose, duration and scope of any such easement shall be set forth in an instrument of public record. Said easements and the rights granted shall not be inconsistent with the then existing improvements on the applicable portions of the Lot, Common Area or Neighborhood Common Area, or materially change the rights of the Owners. If any agreement is entered into by the Master Association for the exclusive provision of System services or other services to the Community, as described in either Section 7.2, 7.3 or both below, it shall be the affirmative obligation of the Master Association to grant all appropriate and reasonably necessary easements for the furnishing of those services; and upon the expiration or termination of such agreement, to provide subsequent or alternate easements so as to insure the continuous accessibility and availability to the Community, of those services.

7.2 Cable TV and Telecommunications System. The Declarant hereby reserves for itself and its successors, assignees and licensees, the right, without obligation, to construct or install over, through, under, across and upon any portion of the Community for the use and benefit of the Owner and that committed or authorized guests, invitees, tenants and family Members, one (1) or more cable and/or telecommunications receiving and distribution systems and electronic surveillance systems, emergency, medical and surveillance monitoring, or alarm systems (all or any part of which shall be referred herein collectively as the "System"), the exact description, location and nature of which may have not yet been fixed or determined. Declarant shall have and hereby reserves to itself and its designees, successors, assignees and licensees, a perpetual and exclusive right, privilege, easement and right-of-way for the installation, construction and maintenance of the System (the scope, extent, size and location of which over, across, upon and through the Community shall be determined solely by Declarant, its successors, designees and assigns) together with a perpetual and exclusive right and privilege of:

(A) Unlimited ingress and egress thereto for installing, constructing, inspecting, maintaining, altering, moving, improving and replacing the facilities and equipment constituting the System including, without limitation, any towers, antennas, conduits, wires, cables, lines, panels, boxes, housings, connections, insulators and amplifiers necessary or desirable to receive and distribute services of the System including, without limitation, television and radio signals, electronic banking, surveillance, fire, police and emergency medical protection.

(B) Transmitting the facilities and equipment of which, shall be owned and exclusively controlled by Declarant, its successors and assigns or its designees.

(C) Each Lot and Living Unit is subject to a permanent easement in favor of adjoining or adjacent Lots and Living Units for lateral and adjacent support.

7.3 Contracts With Service Providers. Declarant, or the Master Association, or both, shall have the right to enter into Contracts for the exclusive provision of the System, as Declarant and the Master Association shall deem, in their sole respective discretion, to be in the best interest of the Community.

Either the Declarant or the Master Association may receive valuable consideration for the grant of the exclusive right to provide System services. As used herein, the term "contractual designee" means the service provider with which Declarant or the Master Association contracts for the furnishing of System services. Should Declarant enter into a contract or contracts pursuant to this Section 7.3, the Master Association shall, to the extent the Declarant assigns its rights and obligations under such contract or contracts, accepts such assignment, and is bound by all the terms and provisions of the contract or contracts. Any such contract for cable television or other similar services shall provide, and if it does not, shall be deemed to provide, that during any period of occupancy of a living unit by a hearing impaired or legally blind unit Owner who does not occupy the Living Unit with a non-hearing impaired or sighted person, said Owner may refuse or discontinue the service without incurring disconnect fees, penalties, or subsequent service charges, and as to such living units, the Owners shall not be required to pay any charge related to such service.

7.4 Collection of "System" Assessments by Master Association. Every Lot or Living Unit to which the service System is available for many contractual designee(s) shall be subject to a System service assessment, payable per Lot or Living unit for System services, including, without limitation, cable television services. The Master Association shall bill the appropriate System service assessment to each Lot or Living Unit along with other assessments for common expenses, which may be due and payable at the same time, and shall collect same and remit payment to the contractual designee(s) providing the System services.

7.5 Easements for Playing Golf. Non-specific, non-exclusive easements are hereby created for the benefit of the Golf Club and users of the golf course over all Lots, Living Units, Neighborhood Common Areas, and Common Areas adjacent to the golf course, to permit every act necessary, incidental, or appropriate to the playing of golf. These acts include, without limitation, the recovery by golfers of errant golf balls, the flight of golf balls over and across such Lots, Living Units or Common Areas, the landing of errant golf balls upon the Lots, Living Units or Common Areas, the use of necessary and usual golf carts and maintenance equipment upon the golf course (and this golf course easement as herein set out), the usual and common noises and other disturbances created by maintenance of the course and the playing of the game of golf, including occasional tournaments, together with all other common and usual occurrences normally associated with the existence and operation of a golf course.

7.6 Waiver and Disclaimer Regarding Golf Course. Each Owner of a Lot or Living Unit, by acceptance of a deed therefore, whether or not is shall be so expressed in such deed, is hereby deemed to acknowledge and accept the following inherent risks associated with living near or adjacent to the golf course:

- (1) maintenance on the golf course may begin early in the morning and extend late into the evening, ordinarily occurring from sunrise to sunset;
- (2) during certain periods of the year, the golf course will be heavily fertilized;
- (3) the maintenance of the golf course may require the use of chemicals and pesticides;
- (4) the golf course may be watered with reclaimed water; and
- (5) golf balls are not susceptible to being easily controlled and accordingly may enter Owner's airspace, strike Owner, Owner's guests, yard, walls, roof, windows, landscaping and personal property causing personal injury and property damage.

The Declarant, the Master Association, the Golf Club, the Neighborhood Association and their Members (in their capacity as Members), the developer and any successor in title to the golf course, and any agents, servants, employees, directors, officers, affiliates, representatives, receivers, subsidiaries, predecessors, successors and assigns of any such party ("Released Parties"), shall not in any way be responsible for any claims, damages, losses, demands, liabilities, obligations, actions or causes of action whatsoever, including, without limitation, actions based on (a) any invasion of the Owner's use or enjoyment of the Lot or Living Unit, (b) improper design of the golf course, (c) the level of skill of any golfer (regardless of whether such golfer has the permission of the management to use the golf course), or (d) trespass by any golfer on the Lot or Living Unit, that may result from property damage or personal injury from golf balls (regardless of number) hit on a Lot or Living Unit or adjacent roadways, or from the exercise by any golfer of the easements granted herein.

Furthermore, each Owner of a Lot or Living Unit hereby assumes the risk inherent in owning property adjacent to or nearby a golf course, including, without limitation, the risk of personal injury and property damage from errant golf balls, and hereby indemnifies and agrees to hold the Released Parties harmless from any and all loss arising from claims by such Owner, or persons using or visiting such Owner's Lot or Living Unit, for any personal injury or property damage.

7.7 Construction and Maintenance. Declarant (including its designees and contractors) shall have the right to enter any part of the Community and take any action reasonably necessary or convenient for the purpose of completing the construction or sales thereof, and for maintenance purposes and the completion of warranty work, provided such activity does not prevent or unreasonably interfere with the use or enjoyment of the Living Units or Lots by Owners.

8. COMMON AREAS; CONVEYANCE, USE AND MAINTENANCE.

8.1 Designation. Except for the Conservation Areas, and the Stormwater Management System, Declarant shall have the right, and the power, in its sole discretion, to determine which parts of the Property shall be Common Areas, and to convey, lease or grant a license or other right to use real property within the Common Areas or to any Neighborhood Association as Common Areas.

(A) Any such conveyance, lease or grant of license or use right may be exclusive or non-exclusive, so that persons or entities other than the Master Association may or may not have a right, power, duty, or privilege with respect to all or any part of any real property so conveyed, leased, licensed or the use of which has been granted: The Master Association must accept from Declarant any such conveyance, lease, grant of license or grant of use right. The Master Association shall not accept, from any person other than Declarant, a conveyance, lease, grant or license or grant of use right except upon the prior written approval of the Declarant.

(B) Prior to the conveyance of Common Areas by Declarant to the Master Association, the Master Association shall have the right to charge reasonable fees, rents, or other charges for the use of the property; however, rents, fees and other charges required to be paid to Declarant under leases, grants, licenses or contracts creating use rights to third parties shall continue to be paid.

8.2 Conveyance and Use. Declarant will initially hold the legal title to the Common Areas. Not later than sixty (60) days after the date when the Members first appoint a majority of the Board of Directors, the Declarant shall convey the Common Areas to the Master Association by quit claim deed, and the Master Association shall accept such conveyance, subject to taxes for the year of

conveyance (if any) and to mortgages, restrictions, limitation, conditions, reservation and easements of record. The Declarant may however, convey title at any earlier time the Declarant chooses. Commencing with the date this Declaration is recorded in the Public Records of the County, the Master Association shall be responsible for the maintenance and administration of all areas and facilities designated by the Declarant as Common Areas. Declarant shall have the right from time to time to enter upon the Common Areas during periods of construction upon adjacent property and for the purpose of construction of any facilities on the Common Areas that Declarant or elects to build.

(A) Any real property conveyed, leased, or the use of which has been granted by Declarant, or any third party to the Master Association as Common Areas, 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 and their guests, tenants and invitees.

(B) Declarant may convey property to the Master Association in either an improved or an unimproved condition, with or without any specific restrictions on its use, and the Master Association must accept such property, including any governmental permits pertaining to said property. The Master Association shall not accept conveyance of real property from any third party, in either an improved or unimproved condition, without the prior written consent of Declarant, so long as Declarant owns any property in Treviso Bay.

THE MASTER ASSOCIATION AND THE NON-DECLARANT MEMBERS ARE OBLIGATED TO ACCEPT THE COMMON AREAS, AND ANY RELATED PERMITS REQUIRED BY GOVERNMENTAL AGENCIES, AND FACILITIES, IN THEIR "AS IS" CONDITION, WITHOUT RECOURSE WHEN CONVEYED OR TRANSFERRED BY THE DECLARANT. THE DECLARANT MAKES NO REPRESENTATIONS, AND TO THE FULLEST EXTENT PERMITTED BY LAW THE DECLARANT DISCLAIMS ALL WARRANTIES EXPRESS OR IMPLIED, IN LAW OR IN FACT, WITH RESPECT THERETO, INCLUDING WITHOUT LIMITATION, REPRESENTATIONS OR WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, AND REPRESENTATIONS OR WARRANTIES REGARDING THE CONSTRUCTION, DESIGN, ADEQUACY OF SIZE OR CAPACITY IN RELATION TO THE UTILIZATION, DATE OF COMPLETION OR THE FUTURE ECONOMIC PERFORMANCE OR OPERATIONS OF, OR THE MATERIALS, FURNITURE OR EQUIPMENT WHICH WILL BE USED IN THE COMMON AREAS AND FACILITIES. AT THE TIME OF CONVEYANCE, DECLARANT SHALL TRANSFER OR ASSIGN TO THE MASTER ASSOCIATION, WITHOUT RECOURSE, ALL EXISTING WARRANTIES IT RECEIVED FROM MANUFACTURERS AND SUPPLIERS RELATING TO ANY OF THE FACILITIES WHICH ARE ASSIGNABLE.

8.3 Maintenance and Alteration. The Master Association is responsible for the maintenance, repair, replacement, insurance, protection and control of all Common Areas in accordance with all applicable laws, and shall keep the same in good, safe, clean, attractive and sanitary condition, and in good working order at all times. After control of the Master Association has been turned over to the Members, there shall be no material alterations of or substantial additions to the Common Areas costing more than \$100,000, in the aggregate during any fiscal year unless first approved by a majority of the voting interests of the Members of the Master Association; and there shall be no material alteration of or substantial additions to the Common Areas costing more than \$100,000 in the aggregate during any fiscal year unless first approved by a majority of the voting interests of the Members. However, if work that is reasonably necessary to meet the Master Association's obligations under the first sentence of this Section 8.3 also constitutes a material alteration or substantial addition, no prior Membership approval is required.

8.4 Partition, Subdivision and Encumbrance. Except as hereinafter provided, after legal title to the Common Areas, or any portion thereof, becomes vested in the Master Association, the Common Areas shall not be abandoned, partitioned, subdivided, alienated, released, transferred, hypothecated, or otherwise encumbered, without first obtaining the approval of not less than a majority of the voting interests. The foregoing shall not be construed to limit the authority of the Declarant or the Master Association through its Board of Directors to grant such easements over, across and through the Common Areas, as may be necessary for the effective and efficient operation of the facilities or for the general benefit of the Members. Nothing herein shall be construed to prohibit judicial partition of any Lot or Living Unit owned in co-tenancy.

8.5 Master Association's Rights and Powers. No Common Areas shall be used in violation of any rule or regulation or other requirement of the Master Association established pursuant to the provisions of this Declaration or the Bylaws.

8.6 Expansion or Modification of Common Areas. Additions or modifications to the Common Area as may be made if not inconsistent with the applicable governmental permits and regulation and any amendments thereto. The Declarant shall not be obligated, however, to make any additions or modifications. The Declarant further reserves the right to change the configuration or legal description of the Common Areas.

9. ASSESSMENTS.

9.1 Budgeting and Allocating Common Expenses. The Master Association is hereby authorized to levy Base Assessments against all Lots and Living Units subject to assessment under Section 9.6 to fund the Common Expenses. The Board, in its discretion, may establish the rate of assessment equally against all Lots or Living Units within Treviso Bay, or the Board may establish different rates based on the type of Lots or Living Unit within a Neighborhood (e.g. single family detached, coach home, condominium unit, etc.), provided that such rate shall be equal for all Neighborhoods of similar product type. In determining the Base Assessment rate per Lot or Living Unit, the Board may consider any assessment income expected to be generated from any additional Lots or Living Units reasonably anticipated to become subject to assessment during the fiscal year. If any proposed budget is disapproved or the Board fails for any reason to determine the budget for any year, then the budget most recently in effect shall continue in effect until a new budget is determined. The Board may revise the budget and adjust the Base Assessment from time to time during the year, subject to the notice requirements set forth in this Declaration, the Bylaws or pursuant to Florida law.

9.2 Budgeting and Allocating Neighborhood Expenses. At least 60 days before the beginning of each fiscal year, the Board shall prepare a separate budget covering the estimated Neighborhood expenses, if any, for each Neighborhood on whose behalf Neighborhood expenses are expected to be incurred during the coming year as authorized by this Declaration or any Supplemental Declaration applicable to such Neighborhood. The budget of Neighborhood expenses shall also include any costs for additional services or a higher level of services which the Master Association and the Neighborhood have agreed upon additional services not otherwise provided for. The budget shall also reflect the sources and estimated amounts of funds to cover such expenses.

The Master Association is hereby authorized to levy Neighborhood Assessments equally against all Lots or Living Units in the Neighborhood which are subject to assessment under Section 9.6 to fund Neighborhood expenses incurred by the Master Association to perform an activity or function

which should have, pursuant to the Governing Documents or the governing documents of the Neighborhood Association, been performed by the Neighborhood Association. If the proposed budget for any Neighborhood is disapproved or if the Board fails for any reason to determine the budget for any year, then until such time as a budget is determined, the budget in effect for the immediately preceding year shall continue for the current year. The Board may revise the budget for any Neighborhood and the amount of any Neighborhood Assessment from time to time during the year, subject to the notice requirements set forth in this Declaration, the Bylaws or pursuant to Florida law.

9.3 Budgeting for Reserves. The Board may, but shall not be obligated to, periodically prepare a reserve budget for the Common Areas. In the event that the Board elects to fund voluntary, non-statutory reserves under this Section 9.3, the reserve budget shall take into account the number and nature of replaceable assets, the expected life of each asset, and the expected repair or replacement cost. Funding for any such reserves shall be funded primarily through the capitalization assessments specified in Section 9.10; provided, however, the Board may, but shall not be obligated to, include a capital contribution in the Common Expense budget adopted pursuant to Section 9.1 to fund reserves. No such reserves shall be established without the consent of the Declarant, and if the Declarant consents, Declarant shall have no obligation to contribute to such reserves. Furthermore, the Declarant shall have no obligation to fund any deficit in reserves under any deficit funding obligations it may have with respect to operating expenses and assessments elsewhere herein.

9.4. Special Assessments. In addition to other authorized assessments, the Master Association may levy Special Assessments to cover unbudgeted expenses or expenses in excess of those budgeted. Any such Special Assessment may be levied against the entire Membership, if such Special Assessment is for Common Expenses, or against the Lots or Living Units within any Neighborhood if such Special Assessment is for Neighborhood Expenses. For such time as the Declarant Membership remains in existence, all Special Assessments shall require the affirmative vote or written consent of the Declarant Member. Special Assessments shall be payable in such manner and at such times as determined by the Board, and may be payable in installments extending beyond the fiscal year in which the Special Assessment is approved.

9.5. Specific Assessments. The Master Association shall have the power to levy Specific Assessments against a particular Lot or Living Unit as follows:

(A) to cover the costs, including overhead and administrative costs, of providing services to Lots or Living Units upon request of an Owner pursuant to any menu of special services which may be offered by the Master Association. Specific Assessments for special services may be levied in advance of the provision of the requested service; and

(B) to cover costs incurred in bringing the Living Unit into compliance with the Governing Documents, or costs incurred as a consequence of the conduct of the Owner or occupants of the Living Unit, their agents, contractors, employees, licensees, invitees, or guests; provided, the Board shall give the Owner prior written notice and an opportunity for a hearing, in accordance with the By-Laws, before levying any Specific Assessment under this subsection (B).

The Master Association may also levy a Specific Assessment against the Lots or Living Units within any Neighborhood to reimburse the Master Association for costs incurred in bringing the Neighborhood into compliance with the provisions of the Governing Documents, provided the Board gives prior written notice to the Owners representing the Neighborhood before levying any such assessment.

9.6 Authority to Assess Owners; Time of Payment. The Declarant hereby establishes and the Master Association is hereby authorized to levy assessments as provided for in this Section and elsewhere in the Governing Documents. The obligation to pay Base Assessments, Special Assessments, and Neighborhood Assessments shall commence as to each Lot or Living Unit on the first day of the month following: (a) the month in which the Lot or Living Unit is made subject to this Declaration, or (b) the month in which the Board first determines a budget and levies assessments pursuant to this Section, whichever is later, and shall be disclosed in any and all contracts relating to the purchase and sale of any Lots or Living Units. The first annual Base Assessment and Neighborhood Assessment, if any, levied on each Lot or Living Unit shall be adjusted according to the number of months remaining in the fiscal year at the time assessments commence on the Lot or Living Unit.

Assessments shall be paid in such manner and on such dates as the Board may establish. The Board may require advance payment of assessments, including but not limited to Base Assessments, Special Assessments, and Capital Assessments as provided in Section 9.10 of this Declaration, at closing of the transfer of title to a Lot or Living Unit and impose special requirements for Owners with a history of delinquent payment. If the Board so elects, assessments may be paid in two or more installments. Unless the Board otherwise provides, assessments shall be due and payable in advance on the first day of each fiscal year. If any Owner is delinquent in paying any assessments or other charges levied on his Lot or Living Unit, the Board may require the outstanding balance on all assessments to be paid in full immediately.

The Master Association may, but shall not be obligated to, provide the Master Association's budgets and notices of assessment for the Base Assessments, Special Assessments, and any Neighborhood Assessments of all Owners within a Neighborhood to its governing Neighborhood Association, if applicable. If so directed by the Master Association, the Neighborhood Association shall be responsible for billing, collecting, and remitting all amounts due from all Owners in such Neighborhood to the Master Association in accordance with such procedures as may be established by the Board. Notwithstanding the Master Association's delegation of billing and collection to the Neighborhood Association, in the event of delinquency, the Master Association shall reserve all rights and powers of collection as set forth in this Section.

9.7 Obligation for Assessments.

9.7.1 Personal Obligation. Each Owner, by accepting a deed or entering into a recorded contract of sale for any portion of the Properties, is deemed to covenant and agree to pay all assessments authorized in the Governing Documents. All assessments, together with interest computed from its due date at maximum rate allowed by Florida law (currently 18%) per annum late charges as determined by Board resolution subject to the limitations of Florida law, costs, fees, and reasonable attorneys' fees, shall be the personal obligation of each Owner and a lien upon each Lot and Living Unit until paid in full. Upon a transfer of title to a Lot or Living Unit, the grantee shall be jointly and severally liable for any assessments and other charges due at the time of conveyance.

Failure of the Board to fix assessment amounts or rates or to deliver or mail each Owner an assessment notice shall not be deemed a waiver, modification, or a release of any Owner from the obligation to pay assessments. In such event, each Owner shall continue to pay Base Assessments and Neighborhood Assessments, if any, on the same basis as during the last year for which an assessment was made, until a new assessment is levied, at which time the Master Association may retroactively assess any shortfalls in collections.

No Owner may exempt himself from liability for assessments by non-use of Common Area,

abandonment of his Lot or Living Unit, or any other means. The obligation to pay assessments is a separate and independent covenant on the part of each Owner. No diminution or abatement of assessments or set-off shall be claimed or allowed for any alleged failure of the Master Association or Board to take some action or perform some function required of it, or for inconvenience or discomfort arising from the making of repairs or improvements, or from any other action it takes.

The Master Association shall, upon request, furnish to any Owner liable for any type of assessment a certificate in writing signed by a Master Association officer setting forth whether such assessment has been paid. Such certificate shall be conclusive evidence of payment which may be relied upon by any person other than the Owner of the Lot or Living Unit requesting such certificate. The Master Association may require the advance payment of a reasonable processing fee for the issuance of such certificate.

9.7.2 Declarant's Option to Fund Budget Deficits. During the Declarant Membership, Declarant may satisfy its obligation for assessments on Lots and Living Units which it owns and are subject to assessment or for which it is contractually obligated to fund a Builder's assessment obligation either by: (i) paying such assessments in the same manner as any other Owner, or (ii) by paying the difference between the amount of assessments levied on all other Lots and Living Units subject to assessment and the amount of actual expenditures by the Master Association (excluding any amounts in the budget of Common Expenses for capital and contingency reserves) during the fiscal year, provided nothing contained herein shall obligate the Declarant to pay an amount greater than 100% of the Base Assessment, Special Assessments and Neighborhood Assessments levied on the Lot or Living Unit for which the Declarant is responsible. Any further or additional deficiency shall be funded through a Special Assessment levied against Class A Members. Unless the Declarant otherwise notifies the Board in writing at least 60 days before the beginning of each fiscal year, the Declarant shall be deemed to have elected to continue paying on the same basis as during the immediately preceding fiscal year. Regardless of the Declarant's election, the Declarant's obligation hereunder may be satisfied in the form of cash or by "in kind" contributions of services or materials, or by a combination of these. After termination of the Declarant Membership, the Declarant shall pay assessments on its unsold Lots and Living Units in the same manner as any other Owner. Notwithstanding any provision of this Declaration to the contrary, Declarant shall not be assessed and shall have no obligation for any assessments for any land not platted as individual lots owned or created as condominium units by Declarant that may be included within the Properties. Only upon Declarant's recording of a plat creating individual lots for land owned by Declarant and included in the Properties and which Declarant intends to sell to end purchasers, shall Declarant be responsible for assessments as provided in this Declaration. Notwithstanding any provision of this Declaration to the contrary, Declarant shall not be assessed and shall have no obligation for any assessments for platted lots that the Declarant owns and will be conveying to other Builders within Treviso Bay.

9.8. Lien for Assessments. The Master Association shall have a lien against each Lot and Living Unit to secure payment of delinquent assessments, as well as interest, late charges (subject to the limitations of Florida law), and costs of collection (including attorneys' fees). Such lien shall be superior to all other liens, except (a) the liens of all taxes, bonds, assessments, and other levies which by law would be superior, and (b) the lien or charge of any first Mortgage of record (meaning any recorded Mortgage with first priority over other Mortgages) made in good faith and for value and recorded prior to the date the Master Association perfects its lien. Such lien, when delinquent, may be enforced by suit, judgment, and foreclosure in the same manner as mortgages on real property are foreclosed under Florida law.

The Master Association may bid for the Lot or Living Unit at the foreclosure sale and acquire, hold, lease, mortgage, and convey the Lot or Living Unit. While a Lot or Living Unit is owned by the Master Association following foreclosure: (a) no right to vote shall be exercised on its behalf, (b) no assessment shall be levied on it; and (c) each other Lot and Living Unit shall be charged, in addition to its usual assessment, its pro rata share of the assessment that would have been charged such Lot or Living Unit had it not been acquired by the Master Association. The Master Association may sue for unpaid assessments and other charges authorized hereunder without foreclosing or waiving the lien securing the same.

The record Owner of legal title of each Lot or Living Unit, regardless of how title was acquired, is liable for all assessments or installments thereon coming due while the Owner. Multiple Owners are jointly and severally liable. The liability for assessments may not be avoided or abated by waiver of the use or enjoyment of any Common Area, by abandonment of the Lot or Living Unit for which the assessments are made, or by interruption in the availability of the Lot, Living Unit or Common Area for any reason whatsoever. Except as provided in the following paragraph, whenever title to a Lot or Living Unit is transferred for any reason, the transferee is jointly and severally liable with the transferor for all unpaid assessments against the transferor, without prejudice to any right the transferee may have to recover from the transferor any amounts paid by the transferee. A first mortgagee that acquires title to a Lot or Living Unit through mortgage foreclosure, or acceptance of a deed in lieu of foreclosure, in which the Master Association has been named as a defendant in the initial complaint, shall be liable for assessments levied against such Lot or Living Unit in the same manner as provided in the preceding paragraph unless the mortgagee is entitled to limited liability for delinquent assessments as provided in Chapter 720, Fla. Stat., as such may be amended by time to time. The foregoing sentence pertaining to entitlement to limited liability shall not be construed to negate the authority of a court to order a mortgagee to pay a surcharge pursuant to 11 USC Section 506(c), or grant other relief that may be found to be applicable under federal or state law.

9.9. Exempt Property. The following property shall be exempt from payment of Base Assessments, Neighborhood Assessments, and Special Assessments:

- (A) All Common Areas,
- (B) Any property conveyed, sold or dedicated to and accepted by any governmental authority or public utility. Such property shall also be exempt from payment of CDD Levies;
- (C) Neighborhood Common Area;
- (D) The Golf Club Common Areas; and
- (E) CDD Properties;

In addition, the Declarant and/or the Master Association shall have the right but not the obligation, to grant exemptions to certain Persons qualifying for tax exempt status under Section 501(c) of the Internal Revenue Code so long as such Persons own property subject to this Declaration for purposes listed in Section 501(c).

9.10. Capitalization of Master Association. Upon acquisition of record title to a Lot or Living Unit by the first Owner thereof other than a Declarant and upon each subsequent transfer or

conveyance of any type whatsoever, a contribution shall be made by or on behalf of the purchaser to the Master Association in an amount established by this Declaration or by resolution of the Board of Directors. Said funds may be used for any purpose whatsoever in the discretion of the Board, including but not limited to, using said funds to fund or pay any operating deficit or any operating expense regardless whether or not the Master Association is controlled by the Declarant at the time the funds are used to pay, cover, or defray any expense of the Master Association. This amount shall be in addition to, not in lieu of, the annual Base Assessment and shall not be considered an advance payment of such assessment. This amount shall be paid to the Master Association by separate check upon the closing or other settlement of the transfer or conveyance of the Lot or Living Unit. Any unpaid capitalization assessment shall constitute a lien in favor of the Master Association against the Lot or Living Unit as provided in this Section.

Notwithstanding the foregoing, a capitalization assessment shall not be levied in the following instances:

(A) Conveyance of a Lot or Living Unit by an Owner to a trust, partnership, corporation, or other entity so long as such entity is and remains wholly-owned by the Owner or by such Owner and the Owner's spouse and/or children; provided, however, if the immediately preceding conveyance of the Lot or Living Unit was exempted from payment of the capitalization assessment pursuant to this subsection, then this subsection shall not apply and the Lot or Living Unit shall be subject to the capitalization assessment;

(B) Conveyance of a Lot or Living Unit by an Owner or such Owner's estate to the Owner's spouse and/or children; provided, however, if the immediately preceding conveyance of the Lot or Living Unit was exempted from payment of the capitalization assessment pursuant to this subsection, then this subsection shall not apply and the Unit shall be subject to the capitalization assessment; and

(C) Conveyance of an undivided interest in a Lot or Living Unit by the Owner thereof to any then existing co-Owner(s) of such Lot or Living Unit.

9.11 Initial Capital Assessments. The first purchaser of each Lot or Living Unit at the time of closing of the conveyance from the Declarant to the purchaser shall pay to the Declarant an initial capital contribution. The funds derived from capital assessments shall be used at the discretion of the Declarant for any purpose, including but not limited to, future and existing capital improvements, operating expenses, support costs and start-up costs. The Declarant may waive this requirement for some Lots and Living Units, if the first purchaser is a Builder, and the Builder becomes unconditionally obligated to collect and pay the capital assessments upon the subsequent sale of each Lot and Living Unit to an end purchaser. Unless subsequently adjusted by the Declarant, the amount of the initial capital assessment shall be initially set as \$1,500.00.

9.12 Resale Capital Contribution. In addition to the Initial Capital Assessments, the Master Association may levy a Resale Capital Contribution upon the transferee in any conveyance of a Lot or Living Unit by a Member. The amount of the Resale Capital Assessment and the manner of payment shall be as determined by resolution of the Board from time to time; provided, however, all Lots or Living Units similarly situated shall be assessed at a uniform rate. Unless subsequently adjusted by the Board, the amount of the resale capital contribution shall be initially set as \$1,500. The due date shall be the date of the closing of the conveyance. Payment of the Resale Capital Contribution shall be the legal obligation of the transferee. For purposes of this Section, the term "conveyance" shall mean the transfer of record legal

title to a Lot or Living Unit by deed or other authorized means of conveyance, with or without valuable consideration, and shall also refer to a transfer of possession and beneficial Ownership by means of an agreement for deed. It does not refer to a transfer of title resulting from foreclosure of a lien, or the death of the transferee, nor to a transfer of title to a Director or the transferor's spouse without changing occupancy, solely for estate planning or tax reasons. Resale capital assessments shall be considered an assessment and can be collected as such in accordance with the provisions of this Section 9.

9.13 **Exempt Transfers.** Notwithstanding the above, no resale capital contribution shall be levied upon transfer of title to a Living Unit:

(A) by the Declarant to the initial Owner;

(B) by an Owner to a trust, partnership, corporation, or other entity so long as such entity is and remains wholly-owned by the Owner or by such Owner and the Owner's spouse and/or children; provided, however, if the immediately preceding transfer of the Living Unit was exempted from payment of the transfer fee pursuant to this subsection, then this subsection shall not apply and the Living Unit shall be subject to the transfer fee;

(C) by an Owner or such Owner's estate to the Owner's spouse and/or children; provided, however, if the immediately preceding conveyance of the Living Unit was exempted from payment of the transfer fee pursuant to this subsection, then this subsection shall not apply and the Living Unit shall be subject to the transfer fee; and

(D) of an undivided interest in a Living Unit by the Owner thereof to any then existing co-Owner(s) of such Living Unit; or

(E) to an institutional lender pursuant to a Mortgage or upon foreclosure of a Mortgage.

9.14 **Rookery Bay Environmental Grant.**

9.14.1 The prior Declarant, Treviso Bay Development, LLC, established the V.K./Treviso Bay Fund to be utilized for the resource management of lands within Rookery Bay National Estuaries Research Reserve (RBN ESTUARINE RR) and environmental education. The Declarant shall establish a new fund to replace V.K./Treviso Bay Fund ("Fund"). The Grant will be funded through the collection of a \$250.00 fee ("Grant Fee") collected upon the transfer of title of a Lot or Living Unit, at the closing of the transfer, by the Person taking title to the Lot or Living Unit being transferred. The Grant Fee shall constitute an assessment against the Unit until paid and is in addition to the other assessments set forth in this Declaration and in the Governing Documents. The Grant Fee shall be collected upon the initial sale of a Lot or Living Unit by the Declarant and on every subsequent resale of a Lot or Living Unit by either the Declarant or Unit Owner. The obligation to collect the Grant Fee shall continue in perpetuity regardless of the existence of the Master Association. No transfer of title to a Unit shall be exempt from the Grant Fee.

9.14.2 **Purpose.** The Grant Fee shall be utilized for the resource management of the RBN ESTUARINE RR lands which may include, but not be limited to, prescribed burning, exotic vegetation removal, hydrological enhancement, establishment of educational programs for the general public and the Members of the Master Association.

9.14.3 **Management.** The Grant will be managed by the National Fish and Wildlife Foundation (NFWF). The NFWF Board of Directors will determine how the Grant Fees are allocated in cooperation with RBN ESTUARINE RR staff and upon written request by RBN ESTUARINE RR for monies for specific tasks. The documentation for the collection and management of the Grant Fees shall be agreed to by the Declarant, RBN ESTUARINE RR and NFWF.

9.15 **Declarant Advances.** Declarant may, in its sole and unbridled discretion, advance and loan monies or other property in lieu of monies to the Master Association for any purpose including providing working capital. Such advances shall be considered a loan by the Declarant to the Master Association and may be evidenced by a promissory note executed by the Master Association in favor of the Declarant. The Master Association, by and through its officers, directors and agents are hereby empowered to, and shall have the authority to, execute such promissory notes in favor of, and on behalf of, the Master Association and obligate the Master Association to repay all funds, monies or property so advanced. Even if the advances are not evidenced by promissory notes, the amounts so advanced shall be considered loans which may be due upon demand before or after turnover.

10. COVENANT AND RULE ENFORCEMENT.

10.1 **Enforcement Action.** Judicial enforcement of these covenants and restrictions shall 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 violation or to recover damages, and against the land to enforce any lien created by these covenants; and failure by the Master Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

10.2 **Self-Help Remedies.** Violation of any conditions or restrictions or breach of any covenant herein contained or in any of the Governing Documents shall also give the Declarant, its successors and assigns, and/or the Master Association and its authorized agent or representative, in addition to all other remedies, the right to enter upon the land where such violation or breach exists and summarily abate and remove, at the expense of the Owner of the land, any construction or other violation that may be or exist thereon. The Declarant, its successors and assigns and/or the Master Association and its authorized agents shall not thereby become liable in any manner for trespass, abatement or removal.

10.3 **Suspension of Common Area Use Rights; Fines.** The Master Association may suspend, for a reasonable period of time, the rights of a Member or a Member's tenants, guests, or invitees, or both, to use common areas and facilities, and may levy reasonable fines, not to exceed \$100 per violation, per day, up to \$5,000 for a continuing violation, against any Member or any tenant, guest, or invitee.

(A) A fine or suspension may not be imposed without notice of at least fourteen (14) days to the person sought to be fined or suspended and an opportunity for a hearing before a committee of at least three (3) Members appointed by the Board who are not officers, Directors, or employees of the Master 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.

(B) The requirements of this subsection do not apply to the imposition of suspensions or fines upon any Member because of the failure of the Member to pay assessments or other monetary obligations when due.

(C) Suspension of Common Area use rights shall not impair the right of an Owner or tenant of a Lot or Living Unit to have vehicular and pedestrian ingress to and egress from the Lot, including, but not limited to, the right to park.

(D) Collection of Fines. A fine shall be treated as a special charge due to the Master Association ten (10) days after written notice from the Master 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.

(E) Application. All monies received from fines shall become part of the common surplus.

(F) Nonexclusive Remedy. Fines shall not be construed to be an exclusive remedy, and shall exist in addition to all other rights and remedies to which the Master 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 Master Association may otherwise be entitled to recover at law from such Owner.

11. **NEIGHBORHOOD ASSOCIATIONS.**

11.1 **Enforcement of Covenants by Declarant.** As long as there is a Declarant Member, if any Neighborhood Association fails to enforce any provisions of its Neighborhood Covenants, or to perform any of its duties and responsibilities thereunder, Declarant may, in its sole discretion, enforce such Neighborhood Covenants, and perform such duties and responsibilities, including any and all maintenance provisions, and shall be entitled to recover the costs and expenses (including attorney's fees) of such enforcement or maintenance pursuant to the provisions of this Declaration.

11.2 **Entry Rights.** Each Neighborhood Association and each Owner shall permit Declarant, or any authorized agent or employee of Declarant, to enter upon a Neighborhood Common Area or the Owner's Lot at reasonable times, to carry out the provisions of this Declaration, and the entry shall not constitute a trespass. This provision shall not be construed as authorizing entry by Declarant into the interior of any Living Unit that is owned by a person other than Declarant, except in emergency.

11.3 **Maintenance of Neighborhood Common Areas.** The Master Association may contract with any Neighborhood Association to provide for the maintenance and management of its Neighborhood Common Areas.

11.4 **Neighborhood Covenants.** The documents establishing or governing a Neighborhood Association shall not be inconsistent with this Declaration or its recorded exhibits, except they may establish restrictions on subjects related to the use and occupancy of the property within the Neighborhood, such as pets, parking, architectural controls, leasing and guest occupancy, that are more restrictive than those set forth in the Governing Documents.

12. **WENTWORTH ESTATES COMMUNITY DEVELOPMENT DISTRICT.**

12.1 **Establishment: Powers.** Declarant has established the Wentworth Estates Community

Development District ("CDD"), as contemplated by and in accordance with Chapter 190, Florida Statutes. Each Owner hereby acknowledges that the Property lies within the CDD created by Declarant pursuant to Chapter 190, Florida Statutes. The CDD has been granted all general powers authorized pursuant to Section 190.011, Florida Statutes and the special powers described in Section 190.012(1), Florida Statutes. The CDD may provide and operate certain infrastructure facilities and community development services and has the authority to levy and collect fees, rates, charges, taxes and assessments ("CDD Levies") to pay for, finance and provide such facilities and services. These CDD Levies pay for the principal and debt service, acquisition, construction, operation, and/or maintenance costs of certain public facilities within the CDD. The CDD Levies for principal and debt service relating to acquisition and/or construction of systems and facilities for basic infrastructure are hereinafter referred to as "Capital Assessments". The CDD Levies for operation and maintenance are hereinafter referred to as O&M Assessments". The O&M Assessments are set annually by the Board of Supervisors of the CDD. These CDD Levies are in addition to county and all other taxes and assessments provided for by law. These CDD Levies will either appear on the annual real estate tax bill for each property Owner in which case they will be payable directly to the Collier County Tax Collector or they will appear on a separate bill issued to each Owner by the CDD. All CDD Levies constitute a lien upon those portions of the Property owned by any Owner. The CDD is responsible for, without limitation, master stormwater management (drainage control), the surface water management system, water and sewer utilities, the entrance road from US 41 to the guardhouse and entrance gate, the bridge, landscaping around the exterior and the entrance road, arterial street lighting and arterial landscape lighting, all improvements to the two intersections on US 41 relating to Treviso Bay, all offsite improvements between US 41 and the District boundary, all landscaping and certain Common Areas, the force main and water mains, and wetland mitigation, and the creation and preservation of environmental upland enhancements. Purchaser acknowledges and agrees that other services may be added to or removed from CDD's responsibilities in Declarant's and/or CDD's sole and absolute discretion.

12.2 Taxes and Assessments.

THE WENTWORTH ESTATES COMMUNITY DEVELOPMENT DISTRICT IS A SPECIAL TAXING DISTRICT WITH AUTHORITY TO FUND ITS OPERATIONS BY IMPOSING TAXES OR ASSESSMENTS, OR BOTH, ON THE PROPERTY WITHIN THE WENTWORTH ESTATES COMMUNITY DEVELOPMENT DISTRICT. THE TAXES AND ASSESSMENTS PAY FOR THE CONSTRUCTION, OPERATION, AND MAINTENANCE COSTS OF CERTAIN PUBLIC FACILITIES OF THE WENTWORTH ESTATES COMMUNITY DEVELOPMENT DISTRICT, AND ARE SET ANNUALLY BY THE GOVERNING BOARD OF SUPERVISORS OF THE WENTWORTH ESTATES COMMUNITY DEVELOPMENT DISTRICT. THESE TAXES AND ASSESSMENTS ARE IN ADDITION TO COUNTY AND OTHER TAXES AND ASSESSMENTS PROVIDED FOR BY LAW. THESE TAXES AND ASSESSMENTS WILL EITHER APPEAR ON THE ANNUAL REAL ESTATE TAX BILL FOR EACH OWNER AS A SEPARATE TAX AND WILL BE PAYABLE DIRECTLY TO THE COLLIER COUNTY TAX COLLECTOR, OR WILL APPEAR ON A SEPARATE BILL ISSUED TO EACH OWNER BY THE WENTWORTH ESTATES COMMUNITY DEVELOPMENT DISTRICT. THE TAXES AND ASSESSMENTS OF THE WENTWORTH ESTATES COMMUNITY DEVELOPMENT DISTRICT CONSTITUTE A LIEN UPON THE PROPERTY THAT IS WITHIN THE WENTWORTH ESTATES COMMUNITY DEVELOPMENT DISTRICT.

BY ACCEPTANCE OF A DEED TO A RESIDENTIAL UNIT AND/OR SITE, OR ANY INTEREST THEREIN, EACH OWNER HEREBY AGREES (I) TO PAY ANY AND ALL FEES, CHARGES, TAXES AND ASSESSMENTS IMPOSED BY THE WENTWORTH ESTATES COMMUNITY DEVELOPMENT DISTRICT WITH RESPECT TO THE OWNER'S UNIT, (II) TO ABIDE BY ALL OF THE WENTWORTH ESTATES COMMUNITY DEVELOPMENT DISTRICT'S REGULATIONS, AS THEY MAY BE AMENDED FROM TIME TO TIME, AND (III) TO DISCLOSE IN WRITING TO ANY SUBSEQUENT PURCHASER OF THE OWNER'S UNIT THAT SUCH PROPERTY IS WITHIN THE WENTWORTH ESTATES COMMUNITY DEVELOPMENT DISTRICT, THE FUNCTION OF THE WENTWORTH ESTATES COMMUNITY DEVELOPMENT DISTRICT AND THAT SUCH PURCHASER SHALL BE SUBJECT TO WENTWORTH ESTATES COMMUNITY DEVELOPMENT DISTRICT ASSESSMENTS.

12.3 **Issuance of Bonds.** The CDD has the power to issue general obligation bonds, revenue bonds, refunding bonds, and any other type of bond permitted by Chapter 190, Florida Statutes. Repayment of any such bonds may be funded by non-ad valorem taxes on all the taxable property within the District, or by the imposition of rates, user fees, special assessments, or other charges. The CDD is empowered to pledge its full faith and credit for the purpose of securing the repayment of bonds it issues. In addition, the CDD may secure reserve bonds by pledging the rates, fees or charges collected or to be collected by any revenue-producing project. Bonds may be issued for the purpose of financing or refinancing capital improvements, to pay off existing bonds, or any other permitted use.

12.4 **CDD Levies.** CDD Levies consist of Capital Assessments and O&M Assessments as previously defined. Capital Assessments are imposed to secure bonds issued by the CDD. Bonds maturing in less than fifteen (15) years and structured with interest only payments until maturity are hereinafter referenced as "Series B Bonds" and the Capital Assessments securing Series B Bonds are referenced as "Series B Special Assessments". Bonds maturing in approximately thirty (30) years (exclusive of capitalized interest) and structured with approximately annual level debt service, are referenced as "Series A Bonds" and Capital Assessments securing Series A Bonds are referenced as "Series A Special Assessments".

Each Owner agrees, by acceptance of a deed or other instrument conveying title to any Lot or Living Unit or any other portion of the Property, for itself, its successors or assigns, to pay any and all CDD Levies imposed by the CDD with respect to the Lot or Living Unit or other portion of the Property owned by such Owner and to abide by all of the CDD's rules and regulations, as may be amended from time to time, all in accordance with Chapter 190, Florida Statutes.

12.5 **CDD Property Becoming Common Area.** If Declarant determines that it is in the best interest of the Properties for any of the CDD property to become Common Area, and if Declarant, the Master Association and the CDD all determine that such property should be conveyed to the Master Association, the CDD shall convey to the Master Association fee simple title to those portions of the CDD property which are to become Common Area.

12.6 **Common Area Becoming CDD Property.** If Declarant determines, subject to any governmental requirements, that it is in the best interests of the Properties for any portion(s) of the Common Area to be owned and/or administered by the CDD, rather than by the Master Association, such portions of the Common Area shall cease to be Common Area, even if they have already been conveyed to the Master

Association, and shall thereafter be considered CDD property, even if legal title has not been deeded to the CDD. When a part of the Property becomes CDD property, the expenses of administration and maintenance shall cease to be Master Association Expenses. If required by law, or if deemed by Declarant to be in the best interests of the Properties, the Master Association shall convey to the CDD the legal title to any Common Area which becomes CDD property.

13. ENVIRONMENTAL AREAS AND ISSUES.

13.1 **Assignment of Responsibilities.** Within and adjacent to Treviso Bay there are various types of property such as wetlands, drainage areas, conservation areas, open spaces and buffers upon which restrictions, monitoring requirements, or other obligations may be imposed by local, state, federal or other governmental agencies. The Declarant may from time to time and at any time deed, convey, transfer, or assign any or all of the foregoing areas or responsibilities to the Master Association and/or the CDD, which shall accept, own, maintain, and preserve the foregoing areas in accordance with the requirements of such agencies. All such areas that are conveyed, transferred, assigned to the Master Association, or otherwise placed within the Master Association's responsibility, shall become a portion of the Common Area, and the ownership, operation, and maintenance thereof shall be a Common Expense. Alternatively, the Declarant may deed, convey, transfer, or assign any or all of the foregoing areas or responsibilities to another community association, tax-exempt organization, community development district, or similar type entity with which the Master Association shall cooperate, perform the responsibilities and obligations as set forth therein, and share in the costs.

Any of the Properties and responsibilities within, adjacent to, or benefiting Treviso Bay such as wetlands, drainage areas, conservation areas, open spaces, signage, landscaping, and buffers may be included within the jurisdiction of the CDD. The Master Association shall cooperate with and perform the responsibilities delegated to it by the CDD.

13.2 Surface Water Management System.

(A) No structure of any kind shall be constructed or erected, nor shall an Owner in any way change, alter, impede, revise or otherwise interfere with the flow and the volume of water in any portion of the Surface Water Management System reserved for, or intended by Declarant to be reserved for, drainage ways, sluiceways or for the accumulation of runoff waters, as reflected in any permits therefor, or plat or instrument of record, without the specific written permission of the Master Association and the Declarant.

(B) An Owner or Neighborhood Association shall in no way deny or prevent ingress and egress by Declarant, the Master Association, the South Florida Water Management District or the CDD to such Surface Water Management System and drainage areas for maintenance or landscape purposes. The right of ingress and egress, and easements therefor are hereby specifically reserved and created in favor of the Declarant, the Master Association, the South Florida Water Management District, the CDD, or any appropriate governmental or quasi-governmental agency that may reasonably require such ingress and egress.

(C) No Lot or Living Unit shall be increased in size by filling in any water retention or

drainage areas on which it abuts. Owners shall not fill, dike, rip-rap, block, divert or change the established Surface Water Management System without the prior written consent of the Master Association, the South Florida Water Management District, the CDD, and the Declarant (so long as Declarant owns any portion of the Properties).

(D) Water management for any Lot, Living Unit or Neighborhood shall be provided in accordance with the overall Surface Water Management System for the Properties. Surface water drainage and management including but not limited to, stormwater treatment and storage capacity, shall conform to the overall Surface Water Management System requirements and permits for the Properties and meet with the approval of the Declarant, the Master Association, and the CDD.

(E) Lakes and spillways in Treviso Bay are not visual amenities, but are part of a functioning water management system. As such, the water levels in the lakes are not guaranteed, and will fluctuate from time to time.

(F) The use of any lake or wetland within the Treviso Bay is managed by the Master Association or the CDD. No Owner may use the lakes within any part of the Properties in any manner except as may be permitted from time to time by the Master Association or the CDD at the Master Association's or the CDD's sole and absolute discretion. Owners shall cooperate in maintaining the same in a clean, attractive, pristine manner in order to be aesthetically pleasing.

(G) No boats or other watercraft powered by gasoline or diesel fuel shall be permitted on any body of water within Properties except as may be required by the Master Association, the CDD, or the Declarant. Boat usage is expressly limited to the maintenance of the Surface Water Management System.

(H) The use of pesticides in any lake or wetland is prohibited, excepting only any such use by the Master Association, the CDD, and the Declarant.

(I) No wells may be drilled, dug or installed within any Lot or Living Unit, Neighborhood Common Area or common element of any condominium except by the Declarant or with the Declarant's written consent.

The South Florida Water Management District shall have the right to take enforcement actions, including civil actions for an injunction or penalty, against the violating party in order to compel the correction of any outstanding violations or problems with the surface water management system or conservation or mitigation areas. Each Owner hereby agrees to indemnify and hold Declarant, the Master Association, the CDD, the Golf Club harmless from any and all claims, causes of action, injuries, and damages of any kind or nature, including without limitation actual attorney and paralegal fees, court costs, and other disbursements, including attorney and paralegal fees incurred on appeal, incurred by Declarant, the CDD, the Master Association, or the Golf Club as a result of such Owner's use or misuse of any of the lakes or other bodies of water regardless of the type within the Properties.

13.3 Conservation Areas.

TREVISO BAY - DECLARATION

THE CONSERVATION AREAS ARE HEREBY DEDICATED AS COMMON AREAS, THEY SHALL BE THE PERPETUAL RESPONSIBILITY OF THE MASTER ASSOCIATION OR THE CDD AND MAY IN NO WAY BE ALTERED FROM THEIR NATURAL OR PERMITTED STATE. ACTIVITIES PROHIBITED WITHIN THE CONSERVATION AREAS INCLUDE, BUT ARE NOT LIMITED TO, CONSTRUCTION OR PLACING OF BUILDINGS ON OR ABOVE THE GROUND; DUMPING OR PLACING SOIL OR OTHER SUBSTANCES SUCH AS TRASH; REMOVAL OR DESTRUCTION OF TREES, SHRUBS, OR OTHER VEGETATION – WITH THE EXCEPTION OF EXOTIC/NUISANCE VEGETATION REMOVAL; EXCAVATION, DREDGING OR REMOVAL OF SOIL MATERIAL; DIKING OR FENCING; ANY OTHER ACTIVITIES DETRIMENTAL TO DRAINAGE; FLOOD CONTROL, WATER CONSERVATION, EROSION CONTROL, OR FISH AND WILDLIFE HABITAT CONSERVATION OR PRESERVATION.

Any portions of the Common Area designated as a conservation area shall be maintained and preserved by the Master Association in accordance with the rules and regulations of Collier County, Florida as well as the South Florida Water Management District and any recorded conservation easement. The Master Association shall not, and it shall not allow any person to, undertake or perform any activity or improvements to a conservation area, or remove any native vegetation, without the prior approval of the foregoing agencies. No excavation, placement of debris, dumping, construction, or other activity shall be permitted in a conservation area.

13.4 Open Space and Buffers. Any property conveyed or dedicated to the Master Association or the CDD, which is designated as open space, landscape buffer, preserve area, or conservation area on any plat, permit, or other document recorded in the Public Records, shall be owned and maintained by the Master Association or the CDD in a natural open condition. The Master Association, the CDD, or any Owner shall not do anything that diminishes or destroys the open space, buffers, preserve area or conservation areas, and such areas shall not be developed for any purpose except that which improves or promotes the use and enjoyment of such areas as open space.

Any landscape buffer installed and maintained in the Common Area under requirements of Collier County ordinances, or the requirements of any other governmental entity, and which is located in an easement area shall be permanently maintained by the Master Association. In the event that any portion of the landscaping consisting of trees and shrubs in such easement areas are removed, the Master Association shall replace the trees and shrubs with like size and species as a Common Expense of the Master Association and without expense to Collier County, Florida or such other governmental entity with jurisdiction over the buffer.

13.5 Effluent Disposal and Water Supply. By the act of purchasing or occupying a Lot or Living Unit within the Properties, all Owners understand and irrevocably consent to the possibility of irrigation of the Common Area and other areas within the Properties with treated effluent, provided that the effluent emanates from an approved treatment plant with a current operating permit from the State of Florida, Department of Environmental Protection, or other such agency with jurisdiction.

All Lots, Living Units and Neighborhoods within the Properties may be equipped with dual water lines, one of which shall be designated to utilize non-potable water. All underground irrigation systems must be

connected to the non-potable water line and all spigots on the exterior portion of a structure shall be connected to the potable water line. OWNERS ARE HEREBY ADVISED THAT THE EFFLUENT AND NON-POTABLE WATER EMANATING FROM THE NON-POTABLE WATER SYSTEMS THROUGHOUT THE PROPERTIES MAY NOT BE SAFE OR APPROVED FOR HUMAN OR ANIMAL CONSUMPTION. ONLY THE POTABLE WATER AVAILABLE SHALL BE CONSUMED. Each Owner and Neighborhood Association shall be required to connect the water lines on his Lot, Living Unit or Neighborhood Common Area to the lines of the utility provider(s) providing service within the Properties. The Declarant, its designees, successors or assigns shall have the exclusive right to develop and utilize the ground and surface water resources of the Properties for any legal purpose, including the distribution and use of such water within and beyond the Properties. The conveyance of any Lot or Living Unit to an Owner or parcel to a Builder by Declarant does not include the right to develop or utilize the ground or surface water resources within such Lot or Living Unit or parcel or the right to use or extract any of the subsurface oil, gas, or minerals within such Lot, Living Unit or parcel.

13.6 Environmental Permits and Reporting. The Master Association or the CDD shall be responsible for monitoring, maintaining, repairing, reporting and performing obligations including providing evidence of financial assurances for the performance of said obligations arising out of any environmental permits as may be designated by Declarant from time to time. Declarant may notify the Master Association and/or the CDD in writing of the applicable environmental permit along with a copy thereof or summary of the monitoring, maintenance, repair, reporting or other performance obligations. An Owner shall in no way deny or prevent ingress and egress by the Declarant, the Master Association, or CDD to areas necessary for the performance of such obligations arising under such environmental permits. The right of ingress and egress, and easements therefor, are hereby specifically reserved and created in favor of the Master Association and the CDD, any appropriate governmental or quasi-governmental agency that may reasonably require such ingress and egress for purposes related to any environmental permits, and Declarant for so long as Declarant owns any Property for development and sale in the ordinary course of business.

13.7 Disaster Management. The Properties are located in a hurricane vulnerability zone. The hurricane evacuation time in Collier County, Florida, is high, and hurricane shelter space is limited. The Master Association shall have the authority to prepare disaster management plans and educational information regarding hurricane threats. The Master Association may, but shall not be obligated to take reasonable precautions to mitigate the hardship caused by foreseeable natural disasters through development of disaster management plans. The Board may establish preparations for the Master Association and its Members, budgeting, staffing, and coordination with local authorities and with contractors, suppliers, and insurers. The expense of developing, updating and implementing the disaster management plan, if any, shall be included as a Common Expense in the Master Association's budget.

13.8 Rookery Bay National Estuaries Research Reserve Activities. Rookery Bay and other state lands are adjacent to and contiguous with Property that is hereby, or in the future will be, subjected to this Declaration and the Governing Documents. All Owners are hereby notified and acknowledge that the Rookery Bay National Estuaries Research Reserve (RBN ESTUARINE RR) manages the Rookery Bay lands and it is its goal to protect and restore cultured sites, natural ecological functions and assist in the recovery of endangered species. RBN ESTUARINE RR Resource Management staff will accomplish their goals through the following means: 1) identification of inappropriate activities within RBN ESTUARINE RR; 2) invasive species control and/or removal; 3) prescribed burn management; 4)

hydrologic restoration of flowways and wetlands; 5) controlling illegal dumping and managing visitor access; 6) posting boundary signs, management regulations and fencing where necessary; 7) education programs and 8) cooperative efforts with private land Owners and local, state and federal agencies and organizations. All Owners hereby consent to the above-mentioned activities and acknowledge and consent to the Declarant, the Master Association, and the CDD establishing procedures, if any, with RBN ESTUARINE RR to accomplish the following, without limitation:

(A) Restore flow ways by ensuring that the water management plan is developed and maintained to restore flow paths to provide connectivity within watershed wetlands and receiving estuaries and in addition to minimize impacts to both on-site and off-site wetlands once developed.

(B) Define appropriate setbacks and safeguards and establish firebreaks and access points along the property boundary to protect property and life from wildfire and RBN ESTUARINE RR prescribed burns. RBN ESTUARINE RR shall also work to control illegal dumping on RBN ESTUARINE RR lands.

(C) Removal of invasive and/or nuisance animals and plants from the Properties. Landscaping within the Units shall be complemented with native plants. Category I or II invasive species shall not be planted. All Owners hereby acknowledge that the above includes the removal and/or trapping of domestic animals (i.e. Owner's pets including without limitation, cats, dogs and other domestic pets) that enter upon RBN ESTUARINE RR lands. No Owner shall have any claim, of any nature whatsoever, against RBN ESTUARINE RR for such removal and/or trapping.

(D) RBN ESTUARINE RR shall develop controlled public access points along the Property boundary. It is the goal of RBN ESTUARINE RR to increase community awareness and involvement in the RBN ESTUARINE RR stewardship.

(E) RBN ESTUARINE RR staff, the Declarant and Master Association will work in cooperation to develop adult educational programs and workshops educating the Owners and the potential Owners about RBN ESTUARINE RR. Informational signage, development of outreach programs, publications and products addressing priority issues affecting the resources shall also be developed.

(F) RBN ESTUARINE RR, Declarant and the Master Association shall also work in cooperation to develop a program for long term monitoring indicators of natural biodiversity and water quality along the Reserve boundary; to establish Best Management Practice monitoring for the golf course in conjunction with the Golf Club; and to undertake a qualitative inventory of fauna, flora along the connector road that is to be constructed on RBN ESTUARINE RR lands.

(G) Declarant and the Master Association hereby notify the Owners that RBN ESTUARINE RR shall have access to the RBN ESTUARINE RR lands over the lands described as New TIEF Easement as described in and in accordance with the provisions of the attached Partial Termination of Easements and Grant of Easement attached

TREVISIO BAY - DECLARATION

hereto as Exhibit "E". All Owners acknowledge that Declarant, the Master Association and the Owners are bound by the provision contained in said Exhibit "E".

(H) Declarant and the Master Association hereby notify the Owners that access between two portions of the Property is provided for through a non-exclusive easement for ingress and egress and for utilities in accordance with the provisions of the attached Termination of Easements and Grant of Easement attached hereto as Exhibit "F". All Owners acknowledge that Declarant, the Master Association and the Owners are bound by the provision contained in said Exhibit "F".

An Owner by taking title to a Lot or Living Unit, hereby consents to the above mentioned activities and will not conduct any activities adverse to the goals set forth above and will work in cooperation with RBN ESTUARINE RR, the Declarant, and the Master Association to achieve these goals to the mutual benefit of all parties.

13.9 Urban Stormwater Management Plan. This Plan discusses non-structural controls, intended to improve the quality of stormwater runoff by reducing the generation and accumulation of potential stormwater runoff contaminants at or near the respective sources for each constituent, along with significant structural components of the primary stormwater treatment system. Elements of the Plan described below shall be implemented by the Master Association or Owner, as applicable. Although many of the methodologies and procedures outlined in this are general Best Management Practices (BMP's) which can be useful in attenuating pollutants in many types of urbanized settings, the implementation of these practices has been optimized, to the maximum extent possible, to reflect the unique character of Treviso Bay and the surrounding hydrologic features.

Pollution prevention guidelines are provided for the areas of (1) nutrient and pesticide management; (2) street sweeping; (3) solid waste management; (4) operation and maintenance of the stormwater management and treatment system; (5) routine water quality testing; and (6) construction activities. A discussion of each of these activities is given in the following Sections.

(A) **Nutrient and Pesticide Management.** Nutrient and pesticide management consists of a series of practices designed to manage the use of fertilizers and pesticides so as to minimize loss of these compounds into stormwater runoff and the resulting water quality impacts on adjacent waterbodies. Implementation of a management plan will also maximize the effectiveness of the nutrients and pesticides that are applied.

Each Owner must commit themselves to the practice of responsible and careful landscape design and maintenance of each lot to prevent contamination of surface waters. The guidelines included in this Section are intended to help Owners make educated environmental choices regarding the maintenance of individual yards within Treviso Bay. These maintenance and management guidelines are meant to promote an attractive neighborhood that preserves the health of adjacent waterways and environmental features.

(i) **General Requirements.** A landscape plan must be developed for each Lot. The plan must be comprehensive in nature and follow the landscape design guidelines established by the Master Association and must promote revegetation of each Lot as quickly as

possible.

Commercial applicators of chemical lawn products must register with the Master Association annually and provide a copy of their current occupational license, proof of business liability insurance, and proof of compliance with applicable education and licensing requirements. Individual employees working under the direction of a licensed commercial applicator are exempt from the educational requirements.

Only registered commercial applicators and detached Living Unit Owners are permitted to apply chemicals within the property on a detached Living Unit. All chemical products must be used in accordance with the manufacturer's recommendations. The application of any chemical product within five (5) feet of any surface water including but not limited to ponds, lakes, drainage ditches or canals, is prohibited. The use of any chemical product in a manner that will allow airborne or waterborne entry of such products into surface water is prohibited. This rule shall not apply to the use of chemical agents, by certified lake management specialists, for the control of algae and vegetation within the stormwater lakes or ponds.

(ii) **Nutrient Management Program.** Management and application of nutrients and fertilizers in Treviso Bay will adhere to the following guidelines:

(A) All fertilizers shall be stored in a dry storage area protected from rainfall and ponding.

(B) No fertilizer containing in excess of 2% phosphate/phosphorus (P_2O_5) per guaranteed analysis label (as defined by Chapter 576, Florida Statutes) shall be applied to turf grass unless justified by a soil test.

(C) Fertilizer containing in excess of 2% phosphate/phosphorus (P_2O_5) per guaranteed analysis label shall not be applied within 5 feet of the edge of water or within 5 feet of a drainage facility.

(D) All fertilizer shall be applied such that spreading of fertilizer on all impervious surfaces is minimized.

(E) Liquid fertilizers containing in excess of 2% phosphate/phosphorus (P_2O_5) per guaranteed analysis label shall not be applied through an irrigation system within 10 feet of the edge of water or within 10 feet of a drainage facility.

(F) Liquid fertilizers containing in excess of 2% phosphate/phosphorus (P_2O_5) per guaranteed analysis label shall not be applied through high or medium mist application or directed spray application within 10 feet of the edge of water or within 10 feet of a drainage facility.

(iii) **Pest Management Program.** Proper maintenance of plants and turf areas will minimize the ability of pests to successfully attack landscaping. Several general

guidelines follow:

(A) Apply fertilizer and water only when needed and in moderate amounts. Excessive amounts of either can cause rapid growth that is attractive to insects and disease.

(B) Mow St. Augustine grass to a height of 3-4 inches. If cut shorter, the plants may become stressed and more vulnerable to pest infestation. Each mowing should remove no more than one-third of the leaf blade, and those cuttings should remain on the lawn to decompose.

(C) It is recommended that pesticides, fungicides, and herbicides be used only in response to a specific problem and in the manner and amount recommended by the manufacturer to address the specific problem. Broad application of pesticides, fungicides and herbicides as a preventative measure is strongly discouraged.

The use of pesticides, fungicides, or herbicides is limited to products that meet the following criteria:

(A) Must be consistent with the USDA-NRCS Soil Rating for Selecting Pesticides;

(B) Must have the minimum potential for leaching into groundwater or loss from runoff;

(C) Products must be EPA-approved; and

(D) The half-life of products used shall not exceed seventy (70) days.

(a) Street Sweeping. This practice involves sweeping and vacuuming the primary streets to remove dry weather accumulation of pollutants, especially particulate matter, before wash-off of these pollutants can occur during a storm event. This practice reduces the potential for pollution impacts on receiving waterbodies by removing particulate matter and associated chemical constituents. Although street cleaning operations are frequently conducted primarily for aesthetic purposes, the primary objective of the street sweeping program for Treviso Bay is to improve the quality of stormwater runoff generated from impervious traffic areas. Street sweeping activities can be particularly effective during periods of high leaf fall by removing solid leaf material and the associated nutrient loadings from roadside areas where they could easily become transported within stormwater flow.

Street sweeping operations will be performed in Treviso Bay at a minimum frequency of one event every other month. A licensed vendor using a vacuum-type sweeping device will perform all street sweeping activities. Sweeping activities during each event will include all primary street surfaces. Disposal of the collected solid residual will be the responsibility of the street sweeping vendor.

(b) Solid Waste Management In general, solid waste management involves issues related to the management and handling of urban refuse, litter and leaves that will minimize the impact of these constituents as water pollutants.

Maintenance of adequate sanitary facilities for temporarily storing refuse on private premises prior to collection is considered the responsibility of the individual Living Unit Owner. Local requirements for refuse collection will be brought to the attention of every Living Unit Owner at closing for the sale of the property. Information will be distributed as necessary stating specifications for containers, separation of waste by type, where to place containers prior to collection, and established collection schedules.

Fallen tree leaves and other vegetation, along with grass clippings, may become direct water pollutants when they are allowed to accumulate in swales and street gutters. All Living Unit Owners will receive periodic educational materials that address proper disposal of leaves and other vegetation to minimize water quality impacts.

(c) Stormwater Management and Treatment System. The stormwater management system for Treviso Bay is designed to maximize the attenuation of stormwater generated pollutants prior to discharge to the off-site wetland systems. Operational details and maintenance requirements of the various system components are given in the following sections.

(i) Wet Detention Lakes and Lake Interconnect Pipes. The basic element of the stormwater management system consists of a series of interconnected wet detention ponds that provide stormwater treatment through a variety of physical, biological, and chemical processes. A wet detention pond acts similar to a natural lake by temporarily detaining stormwater runoff, allowing opportunities for treatment processes to occur, prior to slow controlled discharge of the treated water through the outfall structure. Pollutant removal processes in wet detention systems occur during the quiescent period between storm events. Significant removal processes include gravity settling of particulate matter; biological uptake of nutrients and other ions by aquatic plants, algae and microorganisms; along with natural chemical flocculation and complexation processes.

Maintenance of the wet detention ponds will consist of an annual inspection. During each annual inspection, the following items will be reviewed and corrected as necessary:

(A) Inspect the outfall structure and orifices to ensure free-flowing conditions and overall engineering stability of the outfall system.

(B) Review the banks of the lakes and canals to ensure proper side slope stabilization and

inspect for signs of excessive seepage that may indicate areas of excessive groundwater flow and possible subsurface channeling.

(C) Physically evaluate each of the lakes and canals for evidence of excessive sediment accumulation or erosion.

(D) Inspect the planted aquatic vegetation in the littoral zone to ensure that the desired vegetation species, percent coverage, and density are maintained.

At the completion of the inspections, a written inspection report will be prepared, listing any deficiencies that need to be addressed or corrected by the Master Association.

(ii) **Stormwater Inlets, Pipes and Culverts.** The grates should be unobstructed and the bottom, inside the inlet, should be clean. Check for any accumulation of sediment, trash such as garbage bags, or debris in the culverts connecting these inlets. Flushing out with a high-pressure hose may clean some sediment. Any noted blockage (due to a possible obstruction, or broken pipe, etc.) should prompt further investigation. Crushed or corroded culverts should be replaced with new ones of the same size.

(iii) **Swales and Grassed Water Storage Areas.** These provide for conveyance and/or above-ground (or surface) storage of stormwater. With age, these areas usually fill in with vegetation and sediment. Swales may need to be regraded and/or revegetated. The existing slope and dimensions of the swale should be compared with the permitted design plans prior to the removal of excess sediment or regrading. Areas that show erosion should be stabilized with appropriate material such as sod, planting, rock, sand bags, or other synthetic geotextile material.

Regular mowing of grass swales is essential. These areas also improve water quality by catching sediment and assimilating nutrients, and recharge the underground water table. Remove any undesirable exotic vegetation. Culverts underneath driveways should be checked for blockage, and, if necessary, flushed with a high-pressure hose. After a storm, swales may remain wet for an extended period of time. This is normal and the water will recede gradually.

(iv) **Ditches or Canals.** Fill material, yard waste, clippings and vegetation, sediment, trash, appliances, garbage bags, shopping carts, tires, cars, etc. should be completely removed. Also check to make sure there are no dead trees or any type of obstructions which could block the drainage flow way.

Maintenance cleaning/excavation must be limited to the same depth, width and side slope as approved in the current permit. Making a ditch deeper or wider may trigger a need for a permit modification and is prohibited unless approved by Declarant. Provisions must also be made to prevent any downstream silting or turbidity (*Contact the SFWMD Resource Compliance staff if you are unsure or need clarification.*) Be sure to dispose of all removed material properly so it won't affect any other water storage or conveyance system, environmental area, or another Owner's property.

(v) **Outfall Structure (also called the Discharged Control Structure or Weir).** The outfall structure should be routinely inspected to determine if any obstructions are present or repairs are needed. Trash or vegetation impeding water flow through the structure should be removed. The structure should have a “baffle” or trash collector to prevent flow blockage and also hold back any floating oils from moving downstream. Elevations and dimensions should be verified annually with all current permit information. Periodic inspections should then be regularly conducted to make sure these structures maintain the proper water levels and the ability to discharge.

(vi) **Earthen Embankments (Dikes and Berms).** Check for proper elevations, width and stabilization. Worn down berms and rainfall created washouts should be immediately repaired, compacted and re-vegetated.

(e) **Water Quality Testing.** To ensure proper operation of the overall treatment system, monitoring will be performed at one outfall (SW-1) from Treviso Bay if there is a flow over the weirs. According to the proposed Water Quality Monitoring Plan, monitoring may occur 3 times a year, once during the dry season (February/March) and twice during the wet season (August/September). A manual grab sample will be collected at the SW-1 outfall location and analyzed for various constituents and parameters as described in the Surface Water Quality Monitoring Plan. Trained and certified personnel will perform sample collection and laboratory analysis. The results of the laboratory analyses will be submitted to South Florida Water Management District as part of an annual water quality monitoring report by December 31 of each year.

(f) **Construction Activities.** A Stormwater Pollution Prevention Plan (SWPPP) has been prepared for construction activities to minimize activities contamination that may be caused by erosion and sedimentation during the construction process. The SWPPP includes provisions related to soil stabilization, structural erosion controls, waste collection disposal, offsite vehicle tracking, spill prevention and maintenance and inspection procedures. A copy of the SWPPP is attached hereto and made a part of hereof, as Exhibit “G”.

14. **INSURANCE.**

14.1 **Duty to Insure and to Reconstruct.** Each Owner and/or Neighborhood Association, as applicable, shall at all times maintain property insurance on his Living Unit and all other insurable improvements in an amount equal to the full replacement cost thereof. If any Living Unit or other improvements located on any Lot is destroyed or damaged as a result of fire, windstorm, flood, tornado, hurricane or other casualty, the Owner of such improvements shall cause repair or replacement to be commenced within six (6) months from the date that such damage or destruction occurred, and shall complete the repair or replacement within nine (9) months thereafter. All such repairs or replacements must restore the improvements to substantially their original character, design and appearance, and shall utilize and

conform with the original foundation and appearance of the original improvements, except as otherwise approved by the ARC.

14.2 **Failure to Reconstruct.** If the Owner of any Lot or Living Unit fails to commence or complete construction to repair or replace any damaged or destroyed improvements within the time periods provided for in Section 14.1 above, the Master Association shall give written notice to the Owner of his default. If the Owner has not notified the Master Association of satisfactory arrangements to meet his obligations within thirty (30) days after the Master Association mailed such notice, the Master Association shall be deemed to have been granted the right by the Owner, as such Owner's attorney-in-fact, to remove all debris and damaged improvements, or to commence and/or complete the repairs sufficient to substantially restore the improvements to their original condition, according to the plans and specifications of the original improvements. If the Master Association exercises the rights afforded to it by this Section, which shall be in the sole discretion of the Board of Directors, the Owner of the Lot or Living Unit shall be deemed to have assigned to the Master Association any right to insurance proceeds that may be available because of the damage or destruction of the improvements. The Master Association shall have the right to recover from the Owner any costs not paid by insurance, and shall have a lien on the Lot and Living Unit to secure payment.

14.3 **Failure to Insure; Master Association as Additional Insured.** For the purpose of this Section 14, each Owner of a Lot or Living Unit within Treviso Bay agrees that the Master Association shall be an additional insured named under any contract of property insurance and/or flood insurance relating to his Lot or Living Unit and improvements constructed thereon. Further, the Master Association may require that all such policies be in an amount sufficient to finance the repair or replacement of the improvements, taking into account local construction costs and property values as they may, from time to time exist. The Master Association has the right to require each Owner to produce proof of insurance. If an Owner fails or refuses to maintain such insurance coverage deemed reasonably necessary by the Master Association, or if the Owner allows the required insurance coverage to lapse, or for some other reason, causes the same to become ineffective, the Master Association may but is not obligated to, purchase whatever coverage it deems reasonably necessary for the Master Association's benefit. The costs incurred by the Master Association in procuring insurance shall become due and payable by the Owner in all respects, together with interest, reasonable attorney's fees and costs of collection, immediately upon the Master Association notifying the Owner, in writing, that it has procured such insurance, and the costs thereof.

14.4 **Master Association's Right of Entry.** For the purpose of performing the duties authorized by this Section 14, the Master Association, through its duly authorized agents and employees, shall have the right, after reasonable notice to the Owner, to enter upon the Lot or Living Unit at reasonable hours.

14.5 **Master Association Insurance: Duty and Authority to Obtain.** The Board of Directors shall obtain and keep in force at all times the insurance coverage which it is required to carry, and may obtain and keep in force any or all of such other or additional insurance coverage as it may deem necessary. The premiums shall be a common expense. The name of the insured shall be the Master Association as agent for the Owners without naming them, and their mortgagees.

14.6 **Required Coverage.** The Master Association shall maintain adequate liability insurance and casualty insurance covering all buildings and other insurable improvements (if any) within the Common Areas, with coverage equal to the maximum insurable replacement value thereof, as determined annually

by the Board of Directors; such insurance to afford the following protection:

(A) Property. Loss or damage by fire, extended coverage (including windstorm) vandalism, and malicious mischief, and other hazards covered by what is commonly referred to as an "all risk" property contract.

(B) Liability. Premises and operations liability for bodily injury and property damage in such limits of protection and with such coverage as shall be required by the Board of Directors, with cross liability endorsement to cover liabilities of the Owners as a group to any single Owner.

(C) Automobile. Automobile liability for bodily injury and property damage for owned and/or non-owned motor vehicles, in such limits of protection and with such coverage as shall be required by the Board of Directors.

(D) Fidelity Bonding. Adequate fidelity bond coverage for all individuals having control of or access to Master Association funds.

In addition, the Master Association shall, if so specified in a Supplemental Declaration applicable to any Neighborhood, obtain and maintain property insurance on the insurable improvements within such Neighborhood. Any such policies shall provide for a certificate of insurance to be furnished upon request to the Owner of each Living Unit insured.

Premiums for all insurance on the Common Areas or Neighborhood Common Areas shall be Common Expenses, except that premiums for property insurance on Living Units within a Neighborhood shall be a Neighborhood Expense

(A) Flood insurance.

(B) Broad Form Comprehensive General Liability Endorsement.

(C) Directors and Officers Liability.

(D) Medical Payments.

14.7 **Description of Coverage.** A detailed summary of the coverages included in the Master Association's policies shall be available for each Owner upon request. All Master Association insurance policies shall be available for inspection by Owners upon request.

14.8 **Waiver of Subrogation.** If available and where applicable, the Board of Directors shall endeavor to obtain insurance policies which provide that the insurer waives its right to subrogate as to any claim against Owners, the Master Association, or their respective servants, agents or guests, except for any claim based primarily upon gross negligence evidencing reckless, willful or wanton disregard for life or property.

14.9 **Insurance Proceeds.** All insurance policies purchased by the Master Association shall be for the

benefit of the Master Association, and all proceeds shall be payable to the Master Association.

14.10 **Distribution of Proceeds.** Proceeds of insurance policies received by the Master Association shall be used to defray the cost of repair or reconstruction. Any proceeds remaining after defraying costs shall become part of the Master Association's common surplus.

14.11 **Master Association as Agent.** The Master Association is hereby irrevocably appointed agent for each Owner to adjust all claims arising under insurance policies purchased by the Master Association for damage or loss to the Living Units.

14.12 **Reconstruction of Common Areas.** Damaged improvements on the Common Area shall be repaired or reconstructed unless the Declarant Member, if any, votes not to repair or reconstruct or after the period of the Declarant Membership the Members representing at least 75% of the total Class "A" votes in the Master Association vote not to repair or reconstruct. Except as otherwise provided in any written agreement between Declarant and Declarant's Mortgagee, no Mortgagee shall have the right to participate in the determination of whether the damage or destruction to the Common Area shall be repaired or reconstructed. If a decision is made not to restore the damaged improvements, and no alternative improvements are authorized, the affected property shall be cleared of all debris and ruins and thereafter shall be maintained by the Master Association in a neat and attractive, landscaped condition. Any insurance proceeds remaining after paying the costs of repair or reconstruction, or after such settlement as is necessary and appropriate, shall be retained by the Master Association for the benefit of its Members and placed in a capital improvements account. This is a covenant for the benefit of Mortgagees and may be enforced by the Mortgagee of any affected Lot or Living Unit. If insurance proceeds are insufficient to cover the costs of repair or reconstruction, the Board may, without a vote of the Membership, levy Special Assessments to cover the shortfall.

15. **Golf Club.**

15.1 **Golf Club.** All of Treviso Bay shall be subject to the following:

(A) **Golf Club.** No Owner of any of the Properties shall have any right, by virtue of Ownership of any parcel within Treviso Bay, whether or not contiguous to the Golf Club's golf course, of access, entry, or other use of the Golf Club Facilities. While Treviso Bay Owners shall have the right to quiet enjoyment to their property, there shall be no activity on any parcels that are contiguous to the Golf Club Facilities or any other portion of Treviso Bay located within a distance of one hundred (100) feet from the boundary of the Golf Club Facilities that unreasonably disturbs play or the enjoyment of the Golf Club Facilities by Golf Members and guests thereof, including, without limitation, undue noise, unsightly trash and debris, or any other noxious or offensive activity. There shall be no fencing or other obstructions on the remainder of the Treviso Bay within a distance of ten (10) feet from the boundary of the Golf Club Facilities without the prior written permission of the management of the Golf Club and the ARC to be established in connection with Treviso Bay. There shall be no fencing around or abutting the boundary of the Golf Club, except for temporary fencing erected during tournaments or for a limited time during any construction activity at the Golf Club.

(B) Ownership of pets by Treviso Bay Owners shall be in compliance with all local laws and regulations and such other rules as may be promulgated by the Master Association to be established in connection with Treviso Bay. Such rules shall include, but not be limited to, a requirement that all dogs or other pets be kept on a leash whenever such pets are not on the Owner's property and that such pets be kept off the Golf Club grounds, including the golf course at all times.

15.2 Easement for Errant Golf Balls and Overspray.

(A) All of the Lots, Living Units, Common Areas or Common Areas adjacent to the Golf Club Facilities shall be burdened with an easement permitting golf balls unintentionally to come upon and to fly over such land and for golfers, at reasonable times and in a reasonable manner, to come upon the land to retrieve errant golf balls; provided, however, if any of the land is fenced or otherwise secured, the golfer shall seek the Owner's permission before entry and nothing herein shall give any person the right to enter any dwelling, building or other structure on such property to retrieve golf balls; and provided further, that nothing herein shall permit a golfer to strike a golf ball from any land outside the Golf Club Facilities. The existence of this easement shall not relieve golfers striking the errant golf balls of liability caused by any such errant golf balls.

(B) The management of the Golf Club, its agents, successors and assigns, shall at all times have a right and non-exclusive easement of access and use over those portions of all Common Areas reasonably necessary to the operation, maintenance, repair and replacement of the Golf Club,

(C)The portion of Treviso Bay immediately adjacent to the Golf Club Facilities is hereby burdened with a non-exclusive easement in favor of the Golf Club for overspray of water from the irrigation system serving the Golf Club Facilities, from the spraying of fertilizer, pesticides and other chemicals used at the Golf Club Facilities and for the incursion onto that portion of Treviso Bay by maintenance and other vehicles performing work on the Golf Club Facilities.

(D)The Golf Club, its agents, successors and assigns, shall have a perpetual, exclusive easement over the Treviso Bay for the purpose of retrieving golf balls from bodies of water within Common Areas lying reasonably within range of golf balls hit from the Golf Club Facilities. Under no circumstances shall the management of the Golf Club, any Member or partner thereof or any affiliate of any such Member or partner, or their respective employees, shareholders, Members, partners, officers, directors or agents or any architect, builder, land planner or contractor hired or retained by the Golf Club, in their capacities as such, be held liable for any damage or injury resulting from errant golf balls hit by third parties, retrieval of errant golf balls by third parties or from the overspray from the Golf Club Facilities.

15.3 Enforceability. The rights and obligations to implement the enforcement of the provisions of covenants that are directly solely to the protection of, and enjoyment of, the Golf Club shall be delegated to the Board of the Golf Club and its successors and assigns.

15.4 **Events.** The Golf Club may from time to time in the Golf Club's sole and absolute discretion conduct or allow to be conducted non-sporting events, parties, or functions (i.e. weddings, banquets, etc.) whereby certain portions of the Golf Club will be made available to nonresidents of Treviso Bay and non-Members of the Golf Club. During any such non-sporting events, parties, or functions, nonresidents of Treviso Bay may enter Treviso Bay for the purpose of attending such event, party, or function.

15.5 **Indemnification.** Each Owner and the Master Association shall jointly and severally indemnify, defend, and hold harmless the Declarant, the Golf Club, their affiliates, successors and assigns and their respective Members, partners, shareholders, officers, directors, employees and agents, against and in respect of, and to reimburse the Declarant, the Golf Club, their affiliates, successors and assigns and their respective Members, partners, shareholders, officers, directors, employees and agents, on demand for, any and all claims, demands, losses, costs, expenses, obligations, liabilities, damages, recoveries and deficiencies, including, but not limited to, interest, penalties, attorney and paraprofessional fees and disbursements (even if incident to any appeals), that the Declarant, the Golf Club, their affiliates, successors and assigns and their respective Members, partners, shareholders, officers, directors, employees and agents, shall incur or suffer, which arise out of, result from or relate to any claim that because the Golf Club may be deemed to be open space or a recreation area for purposes of applicable zoning ordinances and regulations, the Golf Club must be owned and/or operated by the Master Association or the Owners and/or that Owners may use the Golf Club without being a Golf Club Member for the use of the Golf Club Facilities and dues, fees and charges established by the Golf Club from time to time.

15.6 **View Impairment.** Declarant, the Master Association, or the Golf Club, does not guarantee or represent that any view over and across the Golf Club Facilities from Lots or Living Units adjacent to the Golf Club Facilities will be preserved without impairment. The Golf Club shall have no obligation to prune or thin trees or other landscaping, and shall have the right, in its sole and absolute discretion, to add trees and other landscaping to the Golf Club Facilities from time to time. In addition, the Golf Club, in its sole and absolute discretion may change the location, configuration, size and elevation of the trees, bunkers, fairways and greens from time to time. Further, the Golf Club Facilities may be expanded in the future in such a manner as to encompass and contain through a conveyance or other transfer any vacant platted lots. Any such additions or changes may diminish or obstruct any view from the Lots or Living Units and any express or implied easements for view purposes or for the passage of light and air are hereby expressly disclaimed.

15.7 **Rights of Access and Parking.** There is hereby established for the benefit of the Golf Club and their Members (regardless of whether such Members are Owners hereunder), guests, invitees, employees, agents, contractors, and designees, a right and non-exclusive easement of access and use over all roadways located within Treviso Bay reasonably necessary to travel between the entrance to Treviso Bay and the Golf Club Facilities and over those portions of Treviso Bay (whether Common Area or otherwise) reasonably necessary to the operation, maintenance, repair, and replacement of the Golf Club Facilities. Without limiting the generality of the foregoing, Members of the Golf Club and guests and invitees of the Golf Club shall have the limited right to park their vehicles on the roadways located within Treviso Bay at such locations and at such reasonable times and in such manner as determined by the Master Association from time to time before, during, and after tournaments and other similar functions held by or at the Golf Club Facilities to the extent that the Golf Club has insufficient parking to accommodate such vehicles.

15.8 **Limitations on Amendments.** In recognition of the fact that the provisions of this Section are for the benefit of the Golf Club, no amendment to this Section, and no amendment in derogation of any other provisions of this Declaration benefiting the Golf Club, may be made without the written approval of the Golf Club. The foregoing shall not apply, however, to amendments made by Declarant.

15.9 **Jurisdiction and Cooperation.** It is Declarant's intention that the Master Association and the Golf Club shall cooperate to the maximum extent possible in the operation of Treviso Bay and the Golf Club. Each shall reasonably assist the other in upholding the community-wide standard as they pertain to maintenance and the Community Development Standards and Design Guidelines. The Master Association shall have no power to promulgate Use Restrictions or Rules affecting activities on or use of the Golf Club without the prior written consent of the Golf Club affected thereby.

15.10 **Assumption of Risk and Indemnification.** Each Owner, by its purchase of a Lot or Living Unit in the vicinity of the Golf Club, hereby expressly assumes the risk of noise, personal injury or property damage caused by maintenance and operation of the Golf Club Facilities including, without limitation: (a) noise from maintenance equipment (it being specifically understood that such maintenance typically takes place around sunrise or sunset); (b) noise caused by golfers, and other users of the Golf Club Facilities; (c) use of pesticides, herbicides and fertilizers; (d) use of effluent in the irrigation or fertilization of any golf course or the grounds of the Golf Club Facilities; (e) reduction in privacy caused by constant user traffic on the golf course or at any other Golf Club Facilities or the removal or pruning of shrubbery or trees on the golf course or at any other Golf Club Facility; (f) errant golf balls, and golf clubs and other equipment used at any Golf Club Facilities; and (g) design of the golf course.

Each such Owner agrees that neither Declarant, the Master Association, the Golf Club nor any of Declarant's affiliates or agents shall be liable to Owner or any other person claiming any loss of damage, including, without limitation, indirect, special or consequential loss or damage arising from personal injury, destruction of property, trespass, loss of enjoyment or any other alleged wrong or entitlement to remedy based upon, due to, arising from or otherwise related to the proximity of Owner's Lot or Living Unit to the golf course or any other Golf Club Facilities, including, without limitation, any claim arising in whole or in part from the negligence of Declarant, any of Declarant's affiliates or agents or the Master Association. The Owner hereby agrees to indemnify and hold harmless Declarant, Declarant's affiliates and agents and the Master Association against any and all claims by Owner's visitors, tenants and others upon such Owner's Lot or Living Unit.

15.11 **Priority of Irrigation.** The Golf Club may own one or more lakes, water retention ponds or other water features within the Properties. Notwithstanding the ownership of such lakes or water retention ponds, the Golf Club may use any and all lakes, water retention ponds or other water features within the Properties for the purpose of irrigating and maintaining the Golf Club with the result that the water level in such lakes, water retention ponds or other water features may from time to time vary. Each Owner of a Lot or Living Unit acknowledges such right on the part of the Golf Club and agrees not to commence any cause of action or other proceeding involving the Golf Club based on the exercise of such right or otherwise interfere therewith.

In the event there are insufficient water levels to provide the necessary irrigation needs of the Golf Club and all other areas of the Properties, subject to applicable governmental permits and requirements, the

Golf Club shall have first priority of irrigation, followed by Common Areas and any Neighborhood Common Area.

16. **RIGHTS OF DECLARANT AND DEVELOPERS.** In addition to those provided elsewhere in the Governing Documents, the Declarant shall have the following rights and privileges:

16.1 **Sales Activity.** While one or more Lots or Living Units are for sale in the ordinary course of business, the Declarant shall have the right to use those Lots or Living Units and the Common Areas or Neighborhood Common Areas (including, but not limited to, all recreational facilities) to establish, modify, maintain and utilize, as it may deem appropriate, model Living Units, sales offices, or other offices for use in selling or providing warranty services to any part of the Community including temporary trailers or other structures used for sales marketing, or construction purposes. No Owner or Neighborhood Association may interfere with, or do anything detrimental to, the Declarant's sales efforts. Without limiting the generality of the foregoing, the Declarant and its designees may show model Living Units or the Common Areas to prospective purchasers or tenants, advertise, erect signs, conduct promotional activities and special events, and take all other action helpful for sales, leases and promotion of Treviso Bay.

16.2 **Assignment of Rights to Successor Declarant.** Except as otherwise specifically provided herein, Declarant reserves the right and the power to delegate or assign, either exclusively or non-exclusively, partially or completely, to any person or entity, any or all of its development rights, powers, duties, privileges created in or provided for by this Declaration. Such assignment shall not in any way lessen the Declarant's rights with respect to property not subject to such assignment.

16.3 **Use of Common Areas.** The Declarant has the right and authority, so long as that Declarant owns any Lot or Living Unit, to use the Common Areas without charge for a sales office, for promotional activities, and other special events whether private or open to the public, to promote the Community and to assist in its overall marketing effort.

16.4 **Security; Non-Liability of Declarant and Master Association.**

ALL PERSONS USING OR OCCUPYING ANY PORTION OF THE COMMUNITY ARE RESPONSIBLE FOR THEIR OWN SECURITY AND THE SECURITY OF THEIR OWN PROPERTY.

NEITHER THE MASTER ASSOCIATION, THE DECLARANT NOR THE GOLF CLUB ARE INSURERS OR GUARANTORS OF SECURITY FOR PERSONS OR PROPERTY WITHIN THE COMMUNITY.

NEITHER THE MASTER ASSOCIATION, THE DECLARANT NOR THE GOLF CLUB SHALL BE LIABLE IN ANY WAY ON ACCOUNT OF LOSS, DAMAGE OR INJURY RESULTING FROM LACK OF SECURITY, OR THE LACK OF EFFECTIVENESS OF ANY SECURITY MEASURES UNDERTAKEN. THE DECLARANT MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, RELATIVE TO ANY FIRE PROTECTION SYSTEM AND/OR BURGLAR ALARM SYSTEMS, OR OTHER

SECURITY SYSTEMS RECOMMENDED OR INSTALLED, OR ANY SECURITY MEASURES UNDERTAKEN WITHIN THE COMMUNITY.

16.5 Miscellaneous.

(A) Declarant shall have the right and the power to regulate and control the external design and appearance of all Common Areas in such a manner as to:

(1) Promote a quality environment which will preserve the value of the Lots and Living Units; and

(2) Foster the attractiveness and functional utility of the Community as a place to live and play, including a harmonious relationship among structure, vegetation and topography.

(B) Any use of Common Areas other than the uses intended pursuant to this Declaration shall be subject to the prior written approval of the Declarant so long as it owns any land in Treviso Bay which it holds for the purpose of development.

(C) The Declarant has the right to replat unsold portions of the Properties without the joinder or consent of any Owner.

(D) The Declarant has the right to receive a refund of any and all deposits or other payments made to utility companies or governmental authorities which are refunded in the course of development, even if such refunds occur after the sale of the last Lot or Living Unit in Treviso Bay to an Owner other than the Declarant.

16.6 Management Contract. Declarant shall have the right and the power to enter into professional management contracts on behalf of the Master Association before turnover of control of the Master Association.

16.7 Appointment of Directors. As further provided in the Bylaws, the Declarant shall have the right to appoint all of the Directors of the Master Association until the Turnover Meeting, and shall have the right to appoint at least one Director until the time specified in Section 8.4 of the Bylaws.

16.8 Declarant's Inaction. Neither the execution and recordation of this Declaration, nor the creation of any Association or other entity, nor the recordation of any other instrument subjecting any land in Treviso Bay to protective covenants, conditions or restrictions or other provisions, shall obligate or require:

(A) Declarant to grant any right, power, duty or privilege of any nature or kind to the Master Association or to any other entity; or

(B) Declarant, the Master Association or any other entity, to perform any act permitted by this Declaration or by any other recorded instrument, or to enforce any covenant, condition, restriction or other provision hereof or thereof, or to do anything which it does

not, in its sole discretion, elect to do.

16.9 Assignment of Rights to Builders. In addition to any other rights of assignment, any or all of the rights and obligations of the Declarant set forth in this Declaration or the Bylaws may be transferred and assigned, in whole or in part, to any Builder, provided that transfer shall not reduce an obligation nor enlarge a right beyond that which the Declarant has under this Declaration or Bylaws. No such transfer or assignment shall be effective unless it is in a written instrument signed by the Declarant. The foregoing sentence shall not preclude Declarant from permitting Builders or other persons to exercise on a one time or limited basis, any right reserved to Declarant in this Declaration where Declarant does not intend to transfer such right in its entirety, and in such case it shall not be necessary to record any written assignment.

17. RIGHTS OF MORTGAGEES.

17.1 Notice of Casualty or Condemnation. In the event of condemnation, eminent domain proceedings, or very substantial damage to, or destruction of any significant portion of the Common Areas, the record holder of any first mortgage on the Common Areas who has requested such notice in writing, shall be entitled to written notice.

17.2 Mortgage Foreclosure. Except as otherwise provided by Florida law as amended from time to time, an Institutional Mortgagee that acquires title to a Lot or Living Unit through mortgage foreclosure, or acceptance of a deed in lieu of foreclosure, in which the Master Association has been named as a defendant in the initial complaint, shall be liable for assessments levied against such Lot or Living Unit in the same manner as provided in the preceding paragraph unless the mortgagee is entitled to limited liability for delinquent assessments as provided in Chapter 720, Fla. Stat., which currently requires the lender to pay the Master Association the lesser of 1% of the original mortgage indebtedness, or the sum of the regular and special assessments that accrued or became due during the 12 months immediately preceding acquisition of title by the lender, and as Chapter 720, Fla Stat., may be amended by time to time. The foregoing sentence pertaining to entitlement to limited liability shall not be construed to negate the authority of a court to order a mortgagee to pay a surcharge pursuant to 11 USC Section 506(c), or grant other relief that may be found to be applicable under federal or state law. Any unpaid assessment or charges for which such acquirer is exempt from liability becomes an expense collectible from all Owners, including such acquirer and his successors and assigns. No Owner or acquirer of title to a Lot or Living Unit by foreclosure (or by a deed in lieu of foreclosure) may, during the period of his Ownership, be excused from the payment of any assessments or charges coming due during the period of such Ownership.

17.3 Right to Inspect Documents and Books. The Master Association shall make available to Institutional Mortgagees requesting same the current Governing Documents and Rules and Regulations of the Master Association and financial statements of the Master Association. "Available" shall mean ready for inspection, upon written request, during normal business hours, or under other reasonable circumstances. Photocopies shall be at the expense of the mortgagee requesting same.

17.4 Financial Statement. Any Institutional Mortgagee is entitled, upon written request, to a copy of the financial statements of the Master Association for the immediately preceding fiscal year.

17.5 **Lender's Notices.** Upon written request to the Master Association, any Institutional Mortgagee shall be entitled to timely written notice of:

(A) Any delinquency of more than sixty (60) days in the payment of assessments or charges owed by the Owner of any Lot or Living Unit on which it holds a mortgage.

(B) A lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Master Association. An increase in coverage, or a change of insurer does not require notice under this Paragraph.

(C) Any proposed action that requires the consent of a specified percentage of mortgage holders.

18. **DURATION OF COVENANTS; AMENDMENT.**

18.1 **Duration of Covenants.** The covenants, conditions, easements and restrictions in this Declaration shall run with and bind the property within the Community, and shall inure to the benefit of and be enforceable by the Master Association, the Declarant and any Owner, their respective legal representatives, heirs, successors, and assigns, for an initial period to expire on the ninety-ninth (99th) anniversary of the date of recording this Declaration in the Public Records of Collier County, Florida. Upon the expiration of said initial period, this Declaration shall be automatically renewed and extended for an unlimited number of successive ten (10) year periods, this Declaration as it may be amended being automatically renewed and extended upon the expiration of each ten (10) year renewal period for an additional ten (10) year period, until terminated as provided below.

18.2 **Termination.** This Declaration may be terminated at any time after the initial period if not less than eighty percent (80 %) of the voting interests of all classes of the Members of the Master Association vote in favor of terminating this Declaration. Written notice of any meeting at which a proposal to terminate this Declaration is to be considered, setting forth the fact that such a proposal will be considered, shall be given at least forty-five (45) days in advance of said meeting. If the Members vote to terminate this Declaration, the President and Secretary of the Master Association shall execute a certificate which shall set forth the resolution of termination so adopted, the date of the meeting of the Master Association at which the resolution was adopted, the date that notice of the meeting was given, the total number of votes cast in favor of the resolution, and the total number of votes cast against the resolution. The certificate shall be recorded in the public records of the County, and may be relied upon for the correctness of the facts contained therein as they relate to the termination of this Declaration. The termination shall be effective on the date the Certificate is recorded in the public records.

18.3 **Amendments.** This Declaration may be amended at any time. Except as otherwise specifically provided, amendments to this Declaration may be proposed by the Board of Directors or by written petition of at least one-fourth (1/4th) of the voting interests.

18.4 **Procedure.** Upon any amendment or amendments to this Declaration being proposed as provided above, the proposed amendment or amendments shall be submitted to a vote of the Members not later than the next annual meeting for which proper notice can be given.

18.5 **Vote Required.** Except as otherwise provided by law, or by specific provision of this Declaration, a proposed amendment to this Declaration shall be adopted if it is approved at an annual or special meeting called for the purpose by at least sixty-six and two-thirds (66-2/3rds) of the voting Members present, in person or by proxy and voting, provided that notice of the text of each proposed amendment was sent to the Members with notice of the meeting.

18.6 **Certificate; Recording.** A copy of each adopted amendment shall be attached to a certificate that the amendment was duly adopted as an amendment to the Declaration, which certificate shall be executed by officers of the Master Association with the formalities of a deed. The amendment shall be effective when the certificate and copy of the amendment are recorded in the public records of the County. The certificate must set forth the location in the public records of the County where this Declaration was originally recorded.

18.7 **Proviso.** Regardless of any other provision in this Declaration, no amendment of the governing documents by any person, and no termination or amendment of this Declaration, can be effective to change the Master Association's responsibilities if any for the Stormwater Management System, the Conservation Areas, unless the amendment has been consented to in writing by the SFWMD and Collier County. Any proposed amendment which would affect the Stormwater Management System, or the Conservation Areas, must be submitted to the SFWMD and Collier County for a determination of whether the amendment necessitates a modification of the surface water management permit. If the surface water management system is administered by the CDD, any such amendment shall likewise require the consent of the CDD.

18.8 **Exceptions.** Wherever in this Declaration the consent, approval, or affirmative vote of two-thirds (2/3rds) or more of the voting interests of the Members is required to authorize or take a particular action, the language requiring the particular number of consents, approvals, or votes may not be amended except by the same vote required to authorize or take the action. This provision does not apply to amendments by the Declarant.

18.9 **Amendment of Provision Relating to Declarant.** As long as a Declarant holds any Lot or Living Unit for sale in the ordinary course of business, no amendment shall have the effect of changing any provision relating specifically to the Declarant without its written consent.

18.10 **Amendment by Declarant.** In addition to any other right of amendment or modification provided for in this Declaration, in which case those provisions shall apply, Declarant, may, in its sole discretion, by an instrument filed of record, unilaterally modify, enlarge, amend, waive or add to the covenants, conditions, restrictions and other provisions of this Declaration, and any recorded exhibit hereto. In addition, Declarant shall have the unilateral right to add, annex, withdraw or subtract any property from the jurisdiction of this Declaration. This right shall expire at such time as Declarant does not hold any property for sale in the ordinary course of business within the Community.

18.11 **Limitations.** No amendment to any of the Governing Documents shall be effective to materially and adversely change any Member's voting rights as set forth in Section 2.2 of the Bylaws, or the provisions of Sections 15.9 or 15.10 above, unless all Members affected first consent in writing to said amendment.

18.12 **Exhibits**. Exhibit "A" attached to this Declaration is incorporated by this reference and amendment of such exhibit shall be governed by this Section. Exhibit "B" is attached for informational purposes and may be amended as provided therein. Exhibit "C" is attached for informational purposes and may be amended as provided therein.

19. **GENERAL PROVISIONS**.

19.1 **Other Documents**. Declarant, the Master Association, and the Neighborhood Associations shall have such rights, powers, duties, and privileges as are set forth in the Governing Documents and Neighborhood Covenants; this Declaration and its provisions shall prevail in all events of conflict.

19.2 **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, the 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.

19.3 **Merger or Consolidation of Associations**. Upon a merger or consolidation of the Master Association with another corporation as provided by law, the Master Association's rights, obligations and property may, by operation of law, be transferred to another surviving or consolidated association or the CDD or alternatively, retain the rights, obligations and property of the Master Association as the surviving corporation. The surviving or consolidated corporation or CDD may administer this Declaration within the existing property together with the covenants and restrictions established upon any other property, as one common scheme. Notwithstanding the foregoing, merger or consolidation of the Master Association with any other party including a CDD shall have no effect on altering or changing any granted power in the charter of the CDD.

19.4 **Dissolution**. If the Master Association is dissolved other than by a merger or consolidation as provided for above, each Lot or Living Unit shall continue to be subject to the assessments provided for in Section 9, and each Owner shall continue to be personally obligated to Declarant or the successor or assigns of the Master Association (as the case may be) for such assessment to the extent that such assessments are required to enable Declarant or any such successors or assigns acquiring any real property previously owned by the Master Association to properly maintain, operate and preserve it.

19.5 **Gender; Number**. Wherever 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.

19.6 **Notices**.

(A) **To Declarant**. Notices to Declarant as may be required herein shall be in writing and delivered or mailed to Declarant at its principal place of business as shown by the records of the Secretary of State, or at any other location designated by Declarant.

(B) **To the Master Association**. Notices to the Master Association shall be in writing and delivered or mailed to the Master 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 Master Association.

(C) **To Owners.** Notices to any Owner as may be required herein shall be in writing and shall be delivered or mailed to the Owner at his last known address, or at the address shown on the deed recorded in the public records of the County.

(D) **To CDD.** Notices to the CDD as may be required herein, shall be in writing and shall be delivered or mailed to the CDD at its principal place of business as shown by the records of the State of Florida Department of Community Affairs.

19.7 **Construction.** The provisions of this Declaration shall be liberally interpreted and construed to provide maximum flexibility consistent with the general development plan and the purposes set forth herein, including the premises.

19.8 **Captions, Headings and Titles.** Captions, headings, capitalization of certain words, and titles inserted throughout the Governing Documents are for convenience only, and in no way shall such captions, headings or titles define, limit, or in any way affect the subject matter, content or interpretation of the terms and provisions of the Governing Documents.

19.9 **Interpretation.** The Board of Directors of the Master Association shall be responsible for interpreting the provisions of the Governing Documents. Their interpretation shall be binding upon all parties unless wholly unreasonable. A written opinion rendered by Master Association legal counsel that an interpretation adopted by the Board is not wholly unreasonable shall conclusively establish the validity of such interpretation.

19.10 **Applicable Statutes.** The validity, application, and construction of this Declaration and its exhibits shall be governed by the Laws of Florida, as they exist on the date of recording this Declaration.

19.11 **Rights Limited to Express Terms of Governing Documents.** Every Member of the Master Association acknowledges that his or her rights, duties or obligations are limited to the express terms of the Declaration, Articles of Incorporation, Bylaws and the Rules and Regulations (Governing Documents). Every prospective Member should make the decision to purchase within Treviso Bay based upon these representations as set out in the Governing Documents which contain the entire understanding at the parties and no prior or present agreements or representation shall be binding upon the Declarant unless included in the Governing Documents.

IN WITNESS WHEREOF, Master Association has caused this Amended and Restated Declaration to be duly executed and its corporate seal to be hereunto affixed this _____ day of _____, 20__.

WITNESSES:

LENNAR HOMES, LLC., a Florida limited liability company

Print name: _____

Print name: _____

By: _____

Print Name: _____

Title: President

STATE OF FLORIDA)
) SS.:
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20__ by _____ as _____ of Lennar Homes, LLC a Florida limited liability company, on behalf of the company, who is personally known to me or who produced _____ as identification.

My commission expires:

NOTARY PUBLIC, State of Florida
Print name: _____

66069.124/Treviso Bay

TREVISO BAY - DECLARATION

Exhibit “A”

Legal Description

(To Be Provided)

State of Florida



Department of State

I certify from the records of this office that TREVISO BAY PROPERTY OWNERS MASTER ASSOCIATION, INC. is a corporation organized under the laws of the State of Florida, filed on November 23, 2004.

The document number of this corporation is N04000010975.

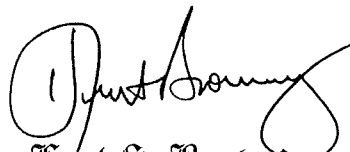
I further certify that said corporation has paid all fees due this office through December 31, 2011, that its most recent annual report/uniform business report was filed on December 30, 2011, and its status is active.

I further certify that said corporation has not filed Articles of Dissolution.


Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this the
Thirtieth day of December, 2011



CR2EO22 (1-11)


Kurt S. Browning
Secretary of State

State of Florida



Department of State

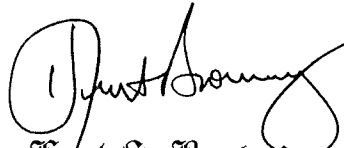
I certify the attached is a true and correct copy of the documents filed on December 30, 2011 to reinstate TREVISO BAY PROPERTY OWNERS MASTER ASSOCIATION, INC., a corporation organized under the laws of the State of Florida, as shown by the records of this office.

The document number of this corporation is N04000010975.

Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this the
Thirtieth day of December, 2011



CR2EO22 (1-11)



Kurt S. Browning
Secretary of State

PLEASE READ ALL INSTRUCTIONS BEFORE COMPLETING THIS FORM.

**CORPORATION
REINSTATEMENT**



FLORIDA DEPARTMENT OF STATE
Secretary of State
DIVISION OF CORPORATIONS

DOCUMENT # N04000010975

1. Corporation Name

Treviso Bay Property Owners Master Association, Inc.

2. Principal Office Address - No P.O. Box #

10481 Six Mile Cypress Pkwy.

Suite, Apt. #, etc.

3. Mailing Office Address

10481 Six Mile Cypress Pkwy.

Suite, Apt. #, etc.

City & State

Ft. Myers, FL

City & State

Ft. Myers, FL

Zip

33966

Country

USA

Zip

33966

Country

USA

4. Date Incorporated or Qualified

To Do Business in Florida 11/23/2004

5. FEI Number

20-2568540

☐ Applied For

☐ Not Applicable

6. CERTIFICATE OF STATUS DESIRED ☐

\$8.75 Additional Fee required
for a Certificate of Status

7. Name and Address of Current Registered Agent

Name

Charles Mann

Street Address (P.O. Box Number is Not Acceptable)

1833 Hendry St.

Suite, Apt. #, Etc.

City

Fort Myers

State

FL

Zip Code

33901

REINSTATEMENT

Handwritten signature and date 12/30

8. I, being appointed the registered agent of the above named corporation, am familiar with and accept the obligations of section 607.0505 or 617.0503, F.S.

Signature of

Registered Agent

REGISTERED AGENT MUST SIGN

Date 12-28-11

9. Names and Street Addresses of Each Officer and/or Director (Florida nonprofit corporations must list at least 3 directors)

Titles	Name of Officers and/or Directors	Street Address of Each Officer and/or Director	City / State / Zip
P/D	Tony Burdett	10481 Six Mile Cypress Pkwy.	Fort Myers, FL 33966
VP/D	Darin McMurray	10481 Six Mile Cypress Pkwy.	Fort Myers, FL 33966
ST/D	Bryan Hurst	10481 Six Mile Cypress Pkwy.	Fort Myers, FL 33966

10. E-mail Address: charlesmann@paveselaw.com

(To be used for future annual report notification)

11. I certify that I am an officer or director or the receiver or trustee empowered to execute this application as provided for in chapter 607 or 617, F.S. I further certify that when filing this reinstatement application, the reason for dissolution has been eliminated, the corporate name satisfies the requirements of section 607.0401 or 617.0401, F.S., and that all fees owed by the corporation have been paid. I further certify, the information indicated on this application is true and accurate, and my signature shall have the same legal effect as if made under oath. I am aware that false information submitted in a document to the Department of State constitutes a third degree felony as provided for in s.817.155, F.S.

SIGNATURE:

Handwritten signature of Tony Burdett
SIGNATURE AND TYPED OR PRINTED NAME OF SIGNING OFFICER OR DIRECTOR

12-20-11

Date

(239) 278-1177

Daytime Phone #

763 NOV 23 4 23 PM '04
FILED

ARTICLES OF INCORPORATION

OF

TREVISO BAY PROPERTY OWNERS MASTER ASSOCIATION, INC.

In compliance with the requirements of Chapter 617 of the Florida Statutes, the undersigned, being a natural person, does hereby act as an incorporator in adopting and filing the following Articles of Incorporation and does hereby form a corporation not for profit under the laws of the State of Florida.

ARTICLE I - NAME

The name of this corporation is TREVISO BAY PROPERTY OWNERS MASTER ASSOCIATION, INC., a not for profit corporation (the "Association").

ARTICLE II - PURPOSE

The nature of the business to be transacted shall be to engage in any activity or business permitted under the laws of the United States and of this State, pursuant to Chapter 617 of the Florida Statutes. The Association is organized for the purpose of providing an entity for the operation of a residential development located in Collier County, Florida.

ARTICLE III - POWERS

The Association is empowered to do and perform all acts reasonably necessary to accomplish the purposes of the Association, which acts are not inconsistent with the powers provided for in Chapter 617 of the Florida Statutes.

The Association is organized and shall exist on a non-stock basis as a non-profit corporation under the laws of the State of Florida, and no portion of any earnings of the Association shall be distributed or inure to the private benefit of any member, director, or officer of the Association. For the accomplishment of its purposes, the Association shall have all of the common law and statutory powers and duties of an Association not for profit under Florida law, except as limited or modified by these Articles, the Bylaws of the Association, or the Declaration of Covenants, Conditions and Restrictions for Treviso Bay (the "Declaration"), and it shall have all of the powers and duties reasonably necessary to operate the Community pursuant to the Declaration as it may hereafter be amended.

Except as provided herein, all funds and title to all property acquired by the Association shall be held for the benefit of the members in accordance with the provisions of the Declaration, these Articles of Incorporation, and the Bylaws.

ARTICLE IV - DURATION

The Association shall have a perpetual existence.

ARTICLE V - MEMBERSHIP

The qualifications required for membership, and the manner in which members shall be admitted to membership, shall be as stated in the Declaration and/or the Bylaws of the Association.

ARTICLE VI - DIRECTORS

The affairs of the Association are to be managed by a Board of Directors. The Directors of the Association shall be elected or appointed as provided for in the Bylaws of the Association.

ARTICLE VII - BYLAWS

Bylaws of the Association may be adopted, made, altered, or rescinded by the Directors at any regular meeting or any special meeting called for that purpose, so long as they are not inconsistent with the provisions of these Articles of Incorporation.

ARTICLE VIII - INDEMNIFICATION

To the fullest extent permitted by Florida law, the Association shall indemnify and hold harmless every Director and officer of the Association against all expenses and liabilities, including attorneys fees, actually and reasonably incurred by or imposed on him in connection with any legal proceeding (or settlement or appeal of such proceeding) to which he may be a party because of his being or having been a director or officer of the Association. The foregoing right of indemnification shall not be available if a judgment or other final adjudication established that his actions or omissions to act were material to the cause adjudicated and involved: (a) willful misconduct or a conscious disregard for the best interest of the Association, in a proceeding by or in the right of the Association to procure a judgment in its favor; (b) a violation of criminal law, unless the director or officer had no reasonable cause to believe his action was unlawful or had reasonable cause to believe his action was lawful; (c) a transaction from which the director or officer derived an improper personal benefit; or (d) wrongful conduct by directors or officers appointed by the Developer, in a proceeding brought by or on behalf of the Association.

In the event of a settlement, the right to indemnification shall not apply unless the Board of Directors approved such settlement as being in the best interest of the Association. The foregoing rights of indemnification shall be in addition to and not exclusive of all other rights to which a director or officer may be entitled.

ARTICLE IX - PRINCIPAL OFFICE

The principal office and mailing address of the Association shall be 19275 West Capitol Drive, Suite 100, Brookfield, Wisconsin 53045.

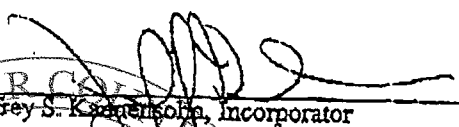
ARTICLE X - REGISTERED AGENT

The name and address of the initial registered agent of the Association is Jeffrey S. Kannensohn, Esquire, Porter, Wright, Morris & Arthur LLP, 5801 Pelican Bay Boulevard, Suite 300, Naples, Florida 34108.

ARTICLE XI - INCORPORATOR

The name and address of the incorporator of these Articles of Incorporation is Jeffrey S. Kannensohn, Esquire, Porter, Wright, Morris & Arthur LLP, 5801 Pelican Bay Boulevard, Suite 300, Naples, Florida 34108.

IN WITNESS WHEREOF, the undersigned has executed these Articles of Incorporation this 23rd day of November, 2004.


Jeffrey S. Kannensohn, Incorporator

CERTIFICATE OF DESIGNATION
REGISTERED AGENT/REGISTERED OFFICE

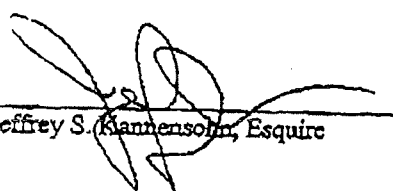
Pursuant to the provisions of Chapter 617.0501 of the Florida Statutes, Treviso Bay Property Owners Master Association, Inc., organized under the laws of the State of Florida, submits the following statement in designating the registered office/registered agent in the State of Florida.

The name and address of the registered agent and office are:

Jeffrey S. Kannensohn, Esquire
Porter, Wright, Morris & Arthur LLP
5801 Pelican Bay Boulevard, Suite 300
Naples, Florida 34108-2709

Having been named in the State of Florida as registered agent and to accept service of process for TREVISO BAY PROPERTY OWNERS MASTER ASSOCIATION, INC. at the place designated in this certificate, I hereby accept the appointment as registered agent and agree to act in this capacity. I further agree to comply with the provisions of all statutes relative to the proper and complete performance of my duties, and I am familiar with and accept the obligation of my position as registered agent.

Dated: November 23, 2004


Jeffrey S. Kannensohn, Esquire

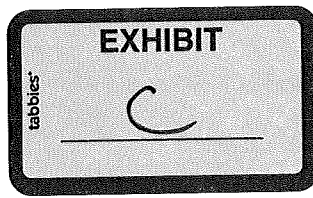


Exhibit "C"

**BYLAWS
OF
TREVISO BAY GOLF CLUB, INC.**

1. **GENERAL.** These are the Bylaws of Treviso Bay Golf Club, Inc., (hereinafter the "Golf Club"), a Florida corporation not for profit organized for the purposes set forth in the Articles of Incorporation.

1.1 **Principal Office.** The principal office of this corporation shall initially be located at _____, and subsequently at such other place as may be established by resolution of the Board of Directors.

1.2 **Definitions.** All terms defined in the Declaration of Covenants, Condition and Restrictions for Treviso Bay Golf Club (the "Golf Declaration") to which these Bylaws were attached as an exhibit when it was originally recorded, shall be used with the same meanings as defined therein.

1.3 **Seal.** The seal of the Golf Club shall be inscribed with the name of the Golf Club, the year of its organization, and the words "Florida" and "corporation not for profit". The seal may be used by causing it, or a facsimile of it, to be impressed, affixed, reproduced or otherwise placed upon any document or writing of the corporation where a seal may be required.

2. **GOLF MEMBERSHIP AND VOTING RIGHTS.** The classes of golf membership shall be as more fully set forth in Section 4 of the Golf Declaration.

2.1 **Voting Rights; Voting Interests.** The voting rights appurtenant to each class of golf membership shall be as follows:

(A) **Regular Golf Members** - Each Lot or Living Unit shall have one (1) indivisible vote in all matters upon which the Golf Members are entitled to vote.

(B) **Declarant Member** - The Declarant shall have three (3) votes for each Lot or Living Unit subject to the Golf Declaration.

(C) **Interim Members** - Interim Members shall have no voting rights whatsoever.

The total number of voting interests of the Golf Club shall be equal to the number of Lots and Living Units which exist in the Golf Club, plus the number of Declarant votes (if any).

2.2 **Method of Voting.** All votes of the Golf Members pertaining to the Golf Club, including the election of Directors, shall be cast by the individual Golf Members who shall have one (1) indivisible vote in all matters which Golf Members are entitled to vote. Nothing herein shall require the use of secret ballots unless such use is required by law. Votes of the Declarant Member shall be cast by its designated representative.

2.3 **Golf Membership Records.** Records shall be maintained by the Golf Club showing the names of the Golf Members, their addresses, the number of Lots or Living Units owned by each Golf Member, the class of Golf Membership and such other information as the Board shall require. Golf Members may be

2.3 Rights and Privileges of Members.

(A) Every Member shall have the right to:

- (1) Have his vote cast at the meetings of the members;
- (2) Serve on the Board if elected;
- (3) Serve on committees; and
- (4) Attend membership meetings.

Each member is encouraged to take an active interest in Master Association affairs.

(B) Every member in good standing shall have the privilege of using and enjoying the Common Areas in accordance with the type of membership held by the member, subject to the rules of the Master Association and the right of the Master Association to charge admission and other fees for the use of any facilities.

(C) A member is in good standing if he is current in the payment of all assessments and other financial obligations to the Master Association, and his membership is not suspended.

2.4 Delegation of Rights to use Common Areas.

(A) In accordance with Section 4.4 of the Declaration, a member may delegate his privilege to use the Common Areas to:

- (1) A reasonable number of guests if accompanied by the member; or
- (2) Residential tenants who reside in the member's Living Unit

(B) In the case of residential tenants of the member's Living Unit, the delegating member must give prior written notice to the Master Association of such delegation. The written notification shall state the name, age, permanent address, intended length of time the delegation will be effective, and such other information about each residential tenant as the Board shall require.

(C) A member who has delegated his use privileges and is not in residence in Treviso Bay may not use Common Areas during the period of the delegation, except as a guest of another member. A member may not be the guest of his tenant.

(D) Members shall be responsible for keeping the Master Association informed as to the identity and relationship of any persons who normally reside with the member and intend to utilize the Common Areas.

(E) The Board of Directors may limit the number of guests or the frequency or duration of any member's delegation of use rights, and may impose fees for the delegation of such rights of use of the facilities by renters or guests, which fees may be different from fees charged to members for their use.

2.5 Suspension of Membership. As further provided in Section 10 of the Declaration, the Board may suspend a member's membership in the Master Association:

(A) For the period of time during which an assessment against the member remains unpaid more than ninety (90) days after the date it was due and payable; or

(B) For a reasonable period during or after any infraction of the Master Association's rules and regulations by a member or by any person to whom he has expressly or impliedly delegated his use privileges; or

(C) For misuse, abuse, or intentional destruction of Master Association property, real or personal.

Suspension of any member's membership temporarily revokes the member's rights and privileges to use and enjoy Common Areas and facilities and to participate in Master Association affairs. A suspension shall in no way impair the enforceability of any assessment or lien therefor, or the authority of the Master Association to assess and collect any future assessment and lien, nor shall it impair the member's right of access to, and use of, his own property in a manner consistent with the Governing Documents.

3. MEMBERS' MEETINGS.

3.1 Annual Meeting. The annual meeting shall be held in either Collier County, at a date, place and time designated by the Board of Directors, for the purpose of electing Directors and transacting any other business duly authorized to be transacted by the members. The annual meeting is a general meeting, and unless the law or the Governing Documents require otherwise, notice of an annual meeting need not include a description of the purpose or purposes for which the meeting is called.

3.2 Special Members' Meetings. Special members' meetings must be held whenever called for by the President or by a majority of the Directors, and must be promptly called by the Board upon receipt of a written request signed by members entitled to cast at least ten percent (10%) of the votes of the Master Association. Such requests shall be in writing and shall state the purpose or purposes of the meeting. Business at any special meeting shall be limited to the item specified in the request or contained in the notice of meeting.

3.3 Quorum. A quorum shall be attained at a members meeting by the presence, in person or by proxy, of at least thirty percent (30%) of the total voting interests.

3.4 Vote Required to Transact Business. The acts or resolution approved by at least a majority of the votes cast at a duly called meeting at which a quorum has been attained shall be the act of the Members, unless a higher vote is specifically required by law or by the Governing Documents.

3.5 Notice of Meetings. Written notice of meetings shall be mailed or hand-delivered to each member at the address last provided to the Master Association by the members. The notices must be mailed or delivered by the Master Association not less than fourteen (14) days prior to the date of the meeting. Notice may also be furnished by electronic transmission to any member who has consented to receive notice by electronic transmission. Consent by a member to receive notice by electronic transmission shall be revocable by the member by written notice to the Master Association.

3.6 Adjourned Meetings. Any duly called meeting of the members may be adjourned to be reconvened at a later time by vote of the majority of the voting interests present, regardless of whether a quorum has been attained. Unless the Bylaws require otherwise, adjournment of annual or special meeting to a different date, time or place must be announced at that meeting before an adjournment is taken, or notice must be given of the new date, time, or place pursuant to Section 720.303(2), Florida Statutes, as amended. Any business that might have been transacted on the original date of the meeting may be transacted at the adjourned meeting. If a new record date for the adjourned meeting is or must be fixed under Section 617.0707, Florida Statutes, as amended, notice of the adjourned meeting must be given to persons who are entitled to vote and are members as of the new record date but were not members as of the previous record date.

3.7 Order of Business. The order of business at Members' meetings shall be substantially as follows:

- (A) Determination that a quorum has been attained.
- (B) Reading or waiver of reading of minutes of last Members' meeting.
- (C) Reports of Officers
- (D) Reports of Committees
- (E) Election of Directors (when appropriate)
- (F) Unfinished Business
- (G) New Business
- (H) Adjournment

3.8 Minutes. Minutes of all meetings of the Members must be maintained in written form, or in another form that can be converted into written form within a reasonable time.

3.9 Parliamentary Rules. Roberts' Rules of Order (latest edition) shall govern the conduct of the Master Association meetings when not in conflict with the law, with the Declaration, or with these Bylaws. The presiding officer may appoint a Parliamentarian, but the decision of the presiding officer on questions of parliamentary procedure shall be final. Any question or point of order not raised at the meeting to which it relates shall be deemed waived.

3.10 Action by Members without a Meeting. Except the holding of the annual meeting and annual election of Directors, any action required or permitted to be taken at a meeting of the Members may be taken by mail without a meeting if written instruments expressing approval of the action proposed to be taken are signed and returned by Members having not less than the minimum number of votes that would be necessary to take such action at a meeting at which all of the voting interests were present and voting. If the requisite number of written consents are received by the Secretary within sixty (60) days after the earliest date which appears on any of the consent forms received, the proposed action so authorized shall be of full force and effect as if the action had been approved at a meeting of the Members held on the sixtieth (60th) day. Within ten (10) days thereafter, the Board shall send written notice of the action taken to all Members who have not consented in writing. Nothing in this paragraph affects the rights of members to call a special meeting of the membership, as provided for by Section 3.2 above, or by law.

4. BOARD OF DIRECTORS. The administration of the affairs of the Master Association shall be by a Board of Directors. All powers and duties granted to the Master Association by law, as modified and explained in the Declaration, Articles of Incorporation, and these Bylaws, shall be exercised by the Board, subject to the approval or consent of the members only when such is expressly required.

4.1 Powers. The Board shall have the authority to:

(A) Manage and control the affairs of the Master Association.

(B) Appoint and remove at its pleasure all officers, agents and employees of the Master Association, prescribe their duties, fix their compensation and require of them such security or fidelity bond as it may deem expedient. Nothing in these Bylaws shall be construed to prohibit the employment of any member, officer or Director of the Master Association in any capacity whatsoever.

(C) Establish, levy assess, and collect any assessment or charge provided for in the Governing Documents.

(D) Designate one or more financial institution(s) as depository for Master Association funds, and the officer(s) authorized to make withdrawals therefrom.

(E) With the prior consent of at least a majority of the voting interests, borrow money for Master Association purposes, and assign, pledge, mortgage or encumber any Common Areas or future revenues of the Master Association as security therefor;

(F) Adopt, amend or revoke rules and regulations relating to the use of Common Areas, and such sanctions for noncompliance therewith, as it may deem necessary for the best interest of the Master Association and its Members. The Board may also establish and levy fees for the use of Common Areas or Master Association property;

(G) Cause the Master Association to employ sufficient personnel to adequately perform the responsibilities of the Master Association;

(H) Negotiate and enter into contracts for the maintenance and operation of the Common Areas;

TREVISO BAY - BYLAWS

(I) Make improvements to the Common Areas.

(J) Establish committees of the Master Association and appoint the members thereof. It may assign to such committees responsibilities and duties not inconsistent with the provisions of these Bylaws as it may deem appropriate;

(K) Acquire property, real or personal, and enter into agreements with any persons, including Declarant, relating to the orderly transfer of property from said person to the Master Association and such other matters as the Board may deem appropriate.

(L) Perform all other acts not inconsistent with law or the Governing Documents and necessary for the proper functioning of the Master Association.

4.2 Management by Directors. The property, business and affairs of the Master Association shall be managed and conducted by a Board of Directors of no fewer than three (3) nor more than seven (7) members.

4.3 Election of Directors. Except as otherwise provided herein, and for the first Board of Directors and their Declarant-appointed replacements, Directors shall be elected by the Members at the Annual Meeting of the Master Association. Notwithstanding the foregoing, until such time as the Class B Membership in the Master Association terminates, the Class B Voting Member shall have the right to appoint each and every member of the Directors of the Master Association by written notice to such effect or by an announcement reflected in the minutes of the Annual Meeting of the Master Association, without the necessity of a vote.

At the Annual Meeting next following the date upon which ninety percent (90%) of the Lots to ultimately be located within the Lands have been conveyed to Class A Members, the Class A Members shall elect a majority of the Board of Directors.

As used herein, the total number of Lots to ultimately be located within the Lands shall be established by written notice from Declarant to the Master Association and shall be based upon a reasonable projection of same made by Declarant subject to change from time to time. The Master Association shall be entitled to rely upon the last notice to such effect received from Declarant when the Master Association conducts an election as aforesaid. Further, once the Class A Members have elected a majority of the Directors, no change in the number of Lots to ultimately be located within the lands shall decrease the number of Directors that the Class A Members are entitled to elect.

4.4 Term of Office. Except as provided herein to the contrary, the term of each Director's service shall extend until the next Annual Meeting and subsequently until his successor is duly elected and has taken office, or until he is removed in the manner elsewhere provided. Notwithstanding the foregoing, any Director designated by the Class B Voting Member shall serve at the pleasure of the Class B Voting Member.

4.5 Vacancies and Removal.

TREVISO BAY - BYLAWS

(A) Except as to vacancies resulting from removal of Directors by Voting Members (as addressed in subsection (B) below), vacancies in the Board of Directors occurring between Annual Meetings of Members shall be filled by the remaining Directors at any Board meeting, provided that (i) all vacancies in directorships to which Directors were appointed by the Class B Member shall be filled by the Class B Member without the necessity of any meeting and (ii) a vacancy in a directorship elected by Class A Voting Members shall be filled with a Class A Member.

(B) Any Director elected by the Voting Members (other than the Class B Member) may be removed by concurrence of a majority of the votes of the Class A Voting Members at a special meeting called for that purpose or by written agreement signed by the Voting Members entitled to cast a majority of the Class A votes. The vacancy in the Board of Directors so created shall be filled by the Voting Members at a special meeting called for such purpose, or by the Board of Directors if such meeting does not occur within five (5) days of the removal.

4.6 Organizational Meeting. An organizational meeting of a new Board of Directors shall be held within ten (10) days after the election of new Directors at such place and time as may be fixed by the new Directors at the meeting when they were elected.

4.7 Regular Meetings. After turnover of control, regular meetings of the Board shall be held at such time and place in Collier County, Florida, as shall be determined from time to time by the Directors. A regular meeting of the Board of Directors is any meeting held according to a regular weekly, monthly or other periodic schedule adopted from time to time by the Board. Notice of regular meetings shall be given to each Director, personally or by mail, telephone or telegram, at least ten (10) days before the day named for such meeting. At regular meetings any business of the Master Association may be transacted. If any Director elected by the Members shall be absent for any reason from three (3) consecutive regular meetings of the Board, the Board may, by vote of at least a majority of the whole Board taken at the next meeting, declare the office of said Director to be vacant, and may appoint a successor.

4.8 Special Meetings. Special meetings of the Board are all meetings other than the annual organizational meeting and regular meetings. Special meetings may be called by the President, the Secretary, or by a majority of the Directors. Not less than two (2) days notice of a special meeting shall be given to each Director, personally or by mail, facsimile, telephone or telegram, which notice shall state the time, place, and purposes of the meeting. Business conducted at a special meeting shall be limited to the items specified in the notice of the meeting.

4.9 Waiver of Notice by Directors. Any Director may waive notice of a Board meeting before or after the meeting, and such waiver shall be deemed equivalent to the receipt of notice. Attendance at a meeting by any Director constitutes waiver of notice, unless that Director objects to the lack of notice at the beginning of the meeting.

4.10 Board Meetings; Notice to Members. A meeting of the Board of Directors occurs whenever a quorum of the Board gathers and conducts Master Association business. All meetings of the Board shall be open to all members, except as otherwise provided by law. Notice of all Board meetings shall be posted in a conspicuous place on the Common Areas at least forty-eight (48) hours in advance of a meeting, except in an emergency. An assessment may not be levied at a Board meeting unless the notice of the meeting includes a statement that assessments will be considered and the nature of such assessments. Any owner may tape-record or videotape meetings of the Board and meetings of the members. The Board may adopt reasonable rules governing the taping of meetings of the Board and the membership.

TREVISIO BAY - BYLAWS

4.11 Quorum of Directors. A quorum at a Board meeting shall exist only when a majority of all Directors are present in person. Directors may not vote by proxy or secret ballots at Board meetings, except that secret ballots may be used in electing officers. Any Director has a right to participate in any meeting of the Board, or meeting of an executive or other committee, by means of a conference telephone call or similar communicative arrangement whereby all persons present can hear and speak to all other persons. Participation by such means shall be deemed equivalent to presence in person.

4.12 Vote Required. Except as otherwise required by law or the Governing Documents, the acts approved by a majority of the Directors present and voting at a duly called Board meeting at which a quorum exists shall constitute the acts of the Board of Directors.

4.13 Adjourned Meetings. The majority of the Directors present at any meeting of the Board, regardless of whether a quorum exists, may adjourn the meeting to be reconvened at a later time. When the meeting is reconvened, provided a quorum exists, any business that might have been transacted at the meeting originally called may be transacted without further notice.

4.14 The Presiding Officer. The President of the Master Association, or in his absence, the Vice-President, shall be the presiding officer at all meetings of the Board of Directors. If neither is present, the presiding officer shall be selected by majority vote of those present.

4.15 Compensation of Directors and Officers. Neither Directors nor officers shall receive compensation for their services as such. Directors and officers may be compensated for all actual and proper out-of-pocket expenses relating to the proper discharge of their respective duties.

4.16 Emergency Powers. In the event of an "emergency" as defined in Paragraph 4.16(G) below, the Board of Directors of the Master Association may exercise the emergency powers as described in this Section, and any other emergency powers authorized by Sections 617.0207, and 617.0303, Florida Statutes, as amended from time to time.

(A) The Board may name as assistant officers persons who are not Directors, which assistant officers shall have the same authority as the executive officers of whom they are assistant during the period of the emergency, to accommodate the incapacity of any officer of the Master Association.

(B) The Board may relocate the principal office or designate alternative principal offices or authorize the officers to do so.

(C) During any emergency the Board may hold meetings with notice given only to those Directors with whom it is practicable to communicate, and the notice may be given in any practical manner, including publication or radio. The Director or Directors in attendance at such a meeting shall constitute a quorum.

(D) Corporate action taken in good faith during an emergency under this Section to further the ordinary affairs of the Master Association shall bind the Master Association; and shall have the rebuttable presumption of being reasonable and necessary.

TREVISO BAY - BYLAWS

(E) Any officer, Director or employee of the Master Association acting with a reasonable belief that his actions are lawful in accordance with these emergency Bylaws shall incur no liability for doing so, except in the case of willful misconduct.

(F) The provisions of these emergency Bylaws shall supersede any inconsistent or contrary provisions of the Bylaws during the period of the emergency.

(G) For purposes of this Section, an "emergency" exists only during a period of time that the Community, or the immediate geographic area in which the Community is located, is subjected to:

- (1) a state of emergency declared by law enforcement authorities;
- (2) a hurricane warning;
- (3) a partial or complete evacuation order;
- (4) designation by federal or state government as a "disaster area;" or
- (5) a catastrophic occurrence, whether natural or man-made, which seriously damages or threatens serious damage to the Community, such as an earthquake, tidal wave, fire, hurricane, tornado, war, civil unrest, or acts of terrorism.

4.17 Committee Meetings. The provisions of this Section 4 governing the calling and holding of Board meetings shall also apply to the meetings of all committees or other similar bodies specified in the Governing Documents, and to any committee or similar body appointed by the Board or any member thereof, or elected by the members, to which the Board has delegated its decision-making powers. The meetings of any committee vested with the power to approve or disapprove architectural decisions with respect to a specific parcel of residential property owned by a member of the Master Association must be conducted with the same formalities as required for meetings of the Board.

5. OFFICERS.

5.1 Officers and Elections. The executive officers of the Master Association shall be a President, and one or more Vice-Presidents, who must be Directors of the Master Association, as well as a Treasurer and a Secretary, all of whom shall be elected annually by majority vote of the Board of Directors. Any officer may be removed, with or without cause, by vote of a majority of all Directors at any meeting. Any person except the President may hold two or more offices. The Board of Directors shall, from time to time, appoint such other officers, and designate their powers and duties, as the Board shall find to be required to manage the affairs of the Master Association. If the Board so determines, there may be more than one Vice-President.

5.2 President. The President shall be the chief executive officer of the Master Association; he shall preside at all meetings of the Members and Directors, shall be ex-officio a member of all standing committees, shall have general and active management of the business of the Master Association, and shall see that all orders and resolutions of the Board are carried into effect. He shall execute bonds, mortgages and other

contracts or documents requiring the seal of the Master Association, except where such are permitted by law to be otherwise executed, and the power to execute is delegated by the Board of Directors to another officer or agent of the Master Association.

5.3 Vice-Presidents. The Vice-Presidents in the order of their seniority shall, in the absence or disability of the President, perform the duties and exercise the powers of the President; and they shall perform such other duties as the Board of Directors shall prescribe.

5.4 Secretary. The Secretary shall attend the meetings of the Board and meetings of the members, and shall record all votes and the minutes of all proceedings in a book or books to be kept for the purpose, and shall perform like duties for the standing committees when required. He shall give, or cause to be given, notice of all meetings of the members and of the Board of Directors, and shall perform such other duties as may be prescribed by the Board or the President. He shall keep in safe custody the seal of the Master Association and, when authorized by the Board, affix the same to any instrument requiring it. The Secretary shall be responsible for the proper recording of all duly adopted amendments to the Governing Documents. Any of the foregoing duties may be performed by an Assistant Secretary, if any has been designated.

5.5 Treasurer. The Treasurer shall have responsibility for the collection, safe-keeping, and disbursement of funds and securities of the Master Association, shall keep full and accurate accounts of receipts and disbursements in books belonging to the Master Association, and shall deposit all monies and other valuable effects in the name and to the credit of the Master Association in such depositories as may be designated by the Board of Directors, and prepare the budget for the Master Association. He shall disburse the funds of the Master Association, making proper vouchers for such disbursements, and shall render to the President and Directors, at the regular meetings of the Board, or whenever they may require it, an account of all transactions and of the financial condition of the Master Association. Any of the foregoing duties may be performed by an Assistant Treasurer, if any has been designated.

6. ARCHITECTURAL REVIEW COMMITTEE. The ARC provided for in Section 6 of the Declaration shall be selected, and conduct its affairs as provided in this Section.

6.1 Members; Qualification. The Architectural Review Committee, hereinafter the "ARC," shall initially be composed of three (3) persons, all appointed by the Declarant, who may also be Directors of the Master Association. After the Declarant no longer has a right to appoint the ARC, the size of the ARC shall be increased to five (5) persons. Except for those appointed by the Declarant, and as otherwise provided in Section 6.5 below, no member of the ARC shall be a Director. Whenever possible and practical, one of the committee members should be an architect, general contractor, or other person with professional expertise in building, landscaping, or architectural design.

6.2 Selection; Terms. The members of the ARC shall be appointed by the President of the Master Association to serve terms of one year beginning on January 1 of each year. If a mid-term vacancy occurs for any reason, the President shall appoint a successor to fill the unexpired term. Members of the ARC, once appointed, may be removed only by vote of a majority of all the voting interests, and not by the officers or Directors.

6.3 Compensation. If approved by the Board of Directors, any or all members of the ARC may be compensated for their services.

6.4 Meetings. The ARC shall meet as necessary, and otherwise at the call of the Chairman as necessary, to carry out its duties and functions. The ARC shall meet with the same formalities and notice requirements as required for Board meetings, unless otherwise permitted by law. Written notice of meetings shall be provided to each owner at least one week in advance, and any Owner wishing to appear before the ARC may do so. Special meetings may be called as needed by the Chairman. Notwithstanding anything herein to the contrary, during Declarant control, the Declarant may appoint one (1) person who shall be empowered to serve on behalf of and act for the Architectural Review Committee.

6.5 Procedures, Voting. A majority of the members of the ARC present in person at any duly called meeting shall constitute a quorum. All questions shall be decided by a majority of the entire committee. Where a question involves proposed changes to a Lot or Living Unit owned by a member of the ARC, that member shall be disqualified from participation in the proceedings, and his place shall be taken by the then President of the Master Association. If a proposed change is not approved, the reasons for disapproval shall be stated in writing. Minutes of all meetings of the ARC shall be kept in a business-like manner, and shall be available at reasonable times for inspection or photocopying by any owner. Copies of the plans and specifications for all approved changes and construction shall be kept for at least five years.

7. FISCAL MATTERS. The provisions for assessments and fiscal management of the Master Association set forth in the Declaration of Covenants shall be supplemented by the following provisions:

7.1 Depository. The Master Association shall maintain its accounts in federally insured accounts at financial institutions doing business in the State of Florida as may be designated from time to time by the Board. Withdrawal of monies from such accounts shall be only by such persons as are authorized by the Board. The Board may invest Master Association funds in interest-bearing accounts, money market funds, certificates of deposit, U.S. Government securities, and other similar investment vehicles, provided they are federally insured, or backed by the full faith and credit of the United States.

7.2 Budget. The Board of Directors shall, at a meeting each year, adopt a budget of general expenses for the next fiscal year. The budget must reflect the estimated revenues and expenses for that year and the estimated surplus or deficit as of the end of the current year. The budget must set out separately all fees or charges for recreational amenities, whether owned by the Master Association, the Declarant, or another person. The Master Association shall provide each member with a copy of the annual budget or a written notice that a copy of the budget is available upon request at no charge to the member. The proposed budget shall be detailed and shall show the amounts budgeted by accounts and expense classifications.

7.3 Reserves. The Board may, but shall not be obligated to, establish in the budgets one or more reserve accounts for contingencies, operating expenses, repairs, improvements, capital expenditures or deferred maintenance. The purpose of the reserves is to provide financial stability and to avoid the need for special assessments. The amounts proposed to be so reserved shall be shown in the proposed annual budgets each year. These funds may be spent only for purposes for which they were reserved, unless another use is approved by unanimous consent of the entire Board.

7.4 Fidelity Bonds. The Treasurer, and all other officers who are authorized to sign checks, and all Directors and employees of the Master Association handling or responsible for Master Association funds, shall be bonded in such amounts as determined by the Board of Directors. The premiums on such bonds shall be paid by the Master Association.

7.5 Accounts and Accounting Procedures. The financial and accounting records of the Master Association must be kept according to good accounting practices. All financial and accounting records must be maintained for a period of at least seven (7) years. The financial and accounting records must include:

(A) Accurate, itemized, and detailed records of all receipts and expenditures.

(B) A current account and a period statement of the account for each member, designating the name and current address of each member who is obligated to pay assessments, the due date and amount of each assessment or other charge against the member, the date and amount of each payment on the account, and the balance due.

(C) All tax returns, financial statements, and financial reports of the Master Association.

(D) Any other records that identify, measure, record or communicate financial information.

7.6 Financial Reporting. The Master Association shall prepare an annual financial report within sixty (60) days after the close of the fiscal year. The Master Association shall, within ten (10) business days after the report is prepared, provide each member with a copy of the report, or a written notice that a copy of the financial report is available upon request at no charge to the member.

7.7 Application of Payments and Commingling of Funds. All monies collected by the Master Association may be commingled, for investment purposes only, in a single fund, or divided into two or more funds, as determined by the Board of Directors. The books and records of the Master Association shall be kept in conformity to generally accepted accounting principles and the audit and accounting guide for Common Interest Realty Associations of the American Institute of Certified Public Accountants. All payments on account by an Owner shall be applied as to interest, delinquencies, costs and attorney's fees, other charges, and annual or special assessments, in such manner and amounts as the Board of Directors may determine, or as may be required by law.

7.8 Fiscal Year. The fiscal year for the Master Association shall begin on the first day of January each year. The Board of Directors may change to a different fiscal year in accordance with the provisions and regulations from time to time prescribed in the Internal Revenue Code of the United States.

7.9 Payment of Assessments. The Master Association shall make annual assessments based on the adopted budgets shall be payable quarterly (due on January 1, April 1, July 1, and October 1 of each year or such other date as the Board of Directors may determine). Assessments and Special Assessments as the term is used in this Section 7.9 and 7.10 are assessments levied by the Master Association and shall not be confused with assessments which are levied by any local government (county, municipality or CDD). Written notice of the annual assessment shall be sent to all owners at least thirty (30) days prior to the due date. Failure to send or receive such notice shall not, however, excuse the obligation to pay. By resolution, the Board may establish the place for payment, the method of payment, and a late payment fee.

7.10 Special Assessments. Special assessments may be imposed by the Master Association's Board of Directors whenever necessary to meet unbudgeted, emergency, or non-recurring expenses, or for such other purposes as are authorized by the Declaration or these Bylaws. Special assessments are due on the day specified in the resolution of the Board approving such assessment.

7.11 Proof of Payment. Within fifteen (15) days after receipt of request from the Owner, mortgagee, or purchaser of a Lot or Living Unit, the Master Association shall furnish a written statement certifying that all assessments then due from any Lot or Living Unit have been paid, or indicating the amounts then due.

7.12 Suspension. The Master Association shall not be required to transfer Memberships on its books or to allow the exercise of any rights or privileges of Membership on account thereof to any owner, or to any persons claiming under an owner, unless and until all assessments and charges to which said owner and his Lot or Living Unit is subject have been paid in full.

8. TURNOVER OF CONTROL OF MASTER ASSOCIATION.

8.1 Time of Turnover. Turnover of control of the Master Association occurs when the Class A Members are first entitled to elect a majority of the Directors of the Master Association. Class A Members shall be entitled to assume control of the Master Association by electing the entire Board of Directors not later than ninety (90) days after the conveyance of title, to owners other than Declarant, of at least ninety percent (90%) of the Lots within the Lands. At that time the Directors appointed by the Declarant shall resign. The election shall occur at a meeting of the members (the Turnover Meeting).

8.2 Procedure for Calling Turnover Meeting. No less than sixty (60) days prior to the Turnover Meeting, the Master Association shall notify in writing all Members of the date of the Turnover Meeting. At the Turnover Meeting the Directors elected by the Members as further provided in Section 4 above, and all but one of the Directors previously appointed by the Declarant, shall resign.

8.3 Early Turnover. The Declarant may turn over control of the Master Association to the Members prior to the time for turnover set forth above, by causing all but one of its appointed Directors to resign, whereupon it shall be the affirmative obligation of the Class A Members to elect the other Directors and assume control of the Master Association. If at least sixty (60) days notice of Declarant's decision to cause its appointees to resign is given as described in Section 8.2 above, neither the Declarant, nor such appointees shall be liable in any manner in connection with such resignations if the Members refuse or fail to assume control.

8.4 Declarant Representative. The Declarant is entitled to appoint at least one member of the Board of Directors as long as the Declarant holds for sale in the ordinary course of business at least five percent (5%) of the Lots or Living Units in the Community. After the Declarant relinquishes control of the Master Association, the Declarant may exercise the right to vote any Declarant-owned interests in the same manner as any other member, except for purposes of reacquiring control of the Master Association or selecting a majority of the Directors.

8.5 Turnover - "As Is". When owners other than Declarant assume control of the Master Association by electing the majority members on the Board of Directors, the Master Association will accept turnover of the common areas and facilities in their "as is" condition, without recourse. The Declarant makes no representations, to the fullest extent permitted by law, and disclaims all warranties, expressed or implied, in law or in fact, with respect thereto, including without limitation representations or warranties or merchantability or fitness for any particular purpose, in representations or warranties regarding the construction, design, adequacy of size or capacity in relation to the utilization, date of completion, future economic performance, or operations of, or the materials, furniture, or equipment which have been used in the common areas and facilities at the time of turnover, the Master Association accepts the conditions of all common areas and common area facilities from the Declarant without recourse against the Declarant herein.

9. AMENDMENT OF BYLAWS. Amendments to these Bylaws shall be proposed and adopted in the following manner:

9.1 Proposal. Amendments to these Bylaws may be proposed either by a resolution approved by a majority of the whole Board of Directors, or by a petition to the Board signed by at least twenty-five percent (25%) of the voting interests of the Master Association. Once so proposed, the amendments shall be submitted to a vote of the Members at a meeting no later than the next annual meeting for which notice can still properly be given.

9.2 Vote Required. Except as otherwise provided by law, or by specific provision of the Governing Documents, these Bylaws may be amended by concurrence of at least two thirds (2/3) of the voting interests present and voting at any annual or special meeting, provided that the text of any proposed amendment has been given to the Members with notice of the meeting.

9.3 Amendment by Board. As long as Declarant Membership exists, the Board of Directors, by majority vote, may unilaterally amend these Bylaws in any manner which it deems advisable, including but not limited to amendments to correct errors or conform the Bylaws to any applicable statute or local ordinance. Such amendments shall not require consent of the Members.

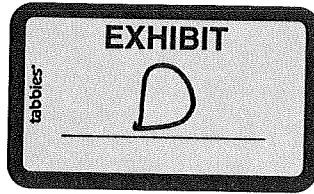
9.4 Certificate; Recording. A copy of each approved amendment shall be attached to a certificate reciting that the amendment was duly adopted, which certificate shall be executed by the President or Vice-president of the Master Association with the formalities of a deed. The amendment shall be effective when the certificate and copy of the amendment are recorded in the Public Records of the County. The certificate must identify the book and page of the Public Records where the Declaration was originally recorded.

10. MISCELLANEOUS.

10.1. Gender; Number. Whenever the masculine or singular form of the pronoun is used in these Bylaws, it shall be construed to mean the masculine, feminine or neuter; singular or plural, as the context requires.

10.2 Severability. Should any portion hereof be void or become unenforceable, the remaining provisions of the instrument shall remain in full force and effect.

10.3 Conflict. If any irreconcilable conflict should exist, or hereafter arise, with respect to the interpretation of these Bylaws and the Declaration or the Articles of Incorporation of the Master Association, the provisions of the Declaration or Articles of Incorporation shall prevail over the provisions of these Bylaws.



10" x 18" Wood or Metal sign (Dark Green Background w/White Letters and Border) mounted to metal step stake



10" x 18" Wood or Metal sign (Dark Green Background w/White Letters and Border)



STATE OF FLORIDA, COUNTY OF MANATEE
This is to certify that the foregoing is a
true and correct copy of the documents on
file in my office.
☒ This copy has no redactions ☐ This copy may have been
redacted pursuant to law
Witness my hand and official seal this
day of April, 2011
R.B. "CHIPS" SHORE
Clerk of Circuit Court
By _____ D.C.



OR: 3987 PG: 0485

PARTIAL TERMINATION OF EASEMENTS AND GRANT OF EASEMENT

This Partial Termination of Easements and Grant of Easement is made this 29th day of March, 2004, by and between Commercial Properties Southwest, Inc., (hereinafter referred to as "CPS") whose address is 4099 Tamiami Trail North, 4th Floor, Naples, Florida 34103; and the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida (hereinafter referred to as "TITF"), whose address is c/o Florida Department of Environmental Protection, Division of State Lands, 3900 Commonwealth Boulevard, Mail Station 130, Tallahassee, Florida, 32399-3000, (CPS and TITF are hereinafter collectively referred to as the "Parties").

WHEREAS

A. TITF is the owner of that certain property located in Collier County, Florida, more particularly described in Exhibit "A" attached hereto and made a part hereof pursuant to that Warranty Deed recorded in Official Records Book 2524, Page 3414, Public Records of Collier County, Florida (hereinafter referred to as "TITF/Stanley Parcel"), together with two appurtenant 60-foot wide easements for ingress and egress described in that Warranty Deed recorded in Official Records Book 2524, Page 3414, Public Records of Collier County (hereinafter referred to as "Stanley Easements"); and

B. TITF is the owner of that certain property located in Collier County, Florida, more particularly described in Exhibit "B" attached hereto and made a part hereof pursuant to that Warranty Deed recorded in Official Records Book 2411, Page 1316, Public Records of Collier County, Florida (hereinafter referred to as "TITF/Volpe Parcel"), together with an appurtenant 60-foot wide easement for ingress and egress more particularly described in that Warranty Deed recorded in Official Records Book 2411, Page 1316, Public Records of Collier County, Florida, and which was created by that Grant of Easement recorded in Official Records Book 1282, Page 1766, Public Records of Collier County, a copy of which is attached hereto as Exhibit "C" and made a part hereof (hereinafter referred to as "Volpe Easement"); and

C. CPS is the owner of that certain property located in Collier County, Florida, more particularly described in Exhibit "D" attached hereto and made a part hereof pursuant to that Warranty Deed recorded in Official Records Book 2465, Page 0108, Public Records of Collier County; and

D. TITF desires to terminate all of its right, title and interest in that portion of the Stanley Easements described in Exhibit "E", attached hereto and made a part hereof, and the entire Volpe Easement (hereinafter collectively referred to as "Old TITF Easements"), and obtain an easement for ingress and egress over the lands described and depicted in Exhibit "F" attached hereto and made a part hereof (hereinafter referred to as "New TITF Easement").

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereby agree as follows:

TERMS OF AGREEMENT

1. Adoption of Recitals. The foregoing Recitals are hereby acknowledged as being true and correct and the same are hereby adopted as part of this Partial Termination of Easements and Grant of Easement.

Retn:
PORTER WRIGHT ET AL
5801 PELICAN BAY BLVD #300
NAPLES FL 34108 2705

3371581 OR: 3532 PG: 4090
RECORDED IN THE OFFICIAL RECORDS OF COLLIER COUNTY, FL
04/01/2004 AT 01:41PM DEWIGHT J. BROCK, CLERK

CONS	10.00
REC FEE	136.50
DOC-70	.70
COPYS	30.00
MSC	1.00

2. Termination of Easements THITF hereby terminates and releases all of its rights, title and interest in and to the Old THITF Easements.

3. Grant of Easement CPS hereby grants to THITF, its successors and assigns, a perpetual, non-exclusive easement for ingress and egress over and across the New THITF Easement for the use and benefit of and appurtenant to the THITF/Stanley Parcel and the THITF/Volpe Parcel. Ingress and egress shall be limited to THITF, its agents and employees and is not intended for general public access by visitors to the THITF/Stanley Parcel or THITF/Volpe Parcel.

4. Contingency The Parties' obligation to perform under this Partial Termination of Easements and Grant of Easement is contingent upon CPS, its successors or assigns, constructing and maintaining a roadway within the New THITF Easement, and installing and maintaining for a period of five years from the date of execution of this Partial Termination of Easements and Grant of Easement a fire break along the northern boundary of Rookery Bay National Estuarine Research Reserve (RBNERR) as depicted in Exhibit "G" attached hereto and by reference made a part hereof. THITF will have no obligation to construct or maintain any improvements within the New THITF Easement. Installation of the roadway and fire break shall be completed within five years from the date of this Partial Termination of Easements and Grant of Easement, subject to force majeure. In the event of delay in the completion of the installation of the roadway or firebreak, but subject to force majeure, THITF may notify CPS in writing that, in its reasonable judgment, CPS has abandoned work on the roadway or fire break prior to completion, and CPS shall have thirty days to resume the work or explain the delay to the satisfaction of THITF. In the event CPS fails to cure the abandonment or construct the roadway and fire break as described above and as required by this paragraph, the New THITF Easement will automatically and immediately terminate, cease to exist and be null and void and the Old THITF Easements shall automatically and immediately be reimposed on the CPS Property.

5. Public Notice Homeowner association and any other disclosure documents to purchasers shall clearly state that RBNERR staff will regularly conduct prescribed fires, remove invasive plants, trap feral and domestic animals, and control illegal dumping on RBNERR lands, and that these activities require use of the New THITF Easement by RBNERR's staff and RBNERR's agents and contractors.

6. General CPS hereby fully warrants that it has fee simple marketable title to the CPS Property and has the full power and authority to grant the New THITF Easement to THITF. CPS will defend the title of the CPS Property against the claims of all persons whomsoever. The New THITF Easement shall be binding upon CPS, its successors and assigns, and shall constitute a covenant running with the lands described in Exhibit "F" and shall inure to the benefit of THITF and its successors and assigns. The invalidity, in whole or in part, of any terms or any section, subsection, sentence, clause, phrase, word, or other provision of this Partial Termination of Easements and Grant of Easement shall not affect the remaining portions thereof. This Partial Termination of Easements and Grant of Easement shall be governed by the laws of the State of Florida as they may be amended from time to time. This Partial Termination of Easements and Grant of Easement may only be modified by a future writing executed by THITF and CPS, or their successors and assigns. CPS shall record this Partial Termination of Easements and Grant of Easement in the Public Records of Collier County, Florida, and CPS shall pay the documentary stamp tax, recording fees and all taxes and costs associated with this Partial Termination of Easements and Grant of Easement.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals the day and year first written above.

Witness
J. S. Kannanesh
 Print/Type Witness Name

Witness
MICHELLE BUCKLEY
 Print/Type Witness Name

Commercial Properties Southwest, Inc., a
 Florida corporation

By: Margaret de Lage (SEAL)
MARGARET DE LAGE
 Type/print name

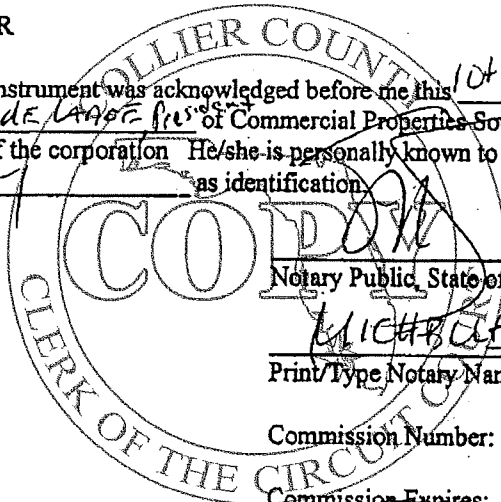
Title: PRESIDENT
 (CORPORATE SEAL)

"CPS"

STATE OF FLORIDA
 COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this 10th day of MARCH, 2004, by MARGARET DE LAGE President of Commercial Properties Southwest, Inc., a Florida corporation, on behalf of the corporation. He/she is personally known to me, or has produced PERSONAL as identification.

(Seal)



Notary Public, State of Florida
MICHELLE BUCKLEY
 Print/Type Notary Name

Commission Number:

Commission Expires:



BOARD OF TRUSTEES OF THE INTERNAL
IMPROVEMENT TRUST FUND OF THE
STATE OF FLORIDA

Tracy Peters
Witness

TRACY PETERS
Print/Type Witness Name

Judy Woodard
Witness

Judy Woodard
Print/Type Witness Name

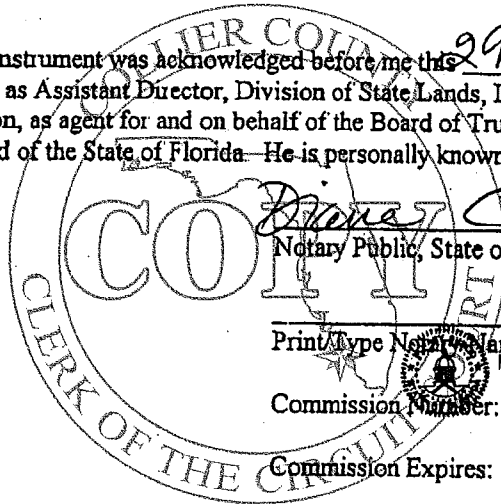
By: E. W. Wood
E. W. Wood, Assistant Director,
Division of State Lands, Department of
Environmental Protection

"THIF"

STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 29th day of March
2004, by E. W. Wood, as Assistant Director, Division of State Lands, Department of
Environmental Protection, as agent for and on behalf of the Board of Trustees of the Internal
Improvement Trust Fund of the State of Florida. He is personally known to me.

(Seal)



Diane C. Rogowski
Notary Public, State of Florida

Print/Type Notary Name: Diane C. Rogowski
MY COMMISSION # 00113320 EXPIRES
May 24, 2006
Commission Number: BONDED THRU TROY FAIR INSURANCE INC

Commission Expires:

Prepared by and return to:
Jeffrey S. Kammensohn, Esq.

Porter, Wright, Morris & Arthur
5801 Pelican Bay Blvd.
Suite 300
Naples, FL 34108

Return To:
American Home Title
6703 North Himes Avenue
Tampa, Florida 33614

EXHIBIT "A"
to Termination of
Easements and Grant
of Easement

2449/156 OR: 2524 PG: 3414
RECORDED IN OFFICIAL RECORDS OF COLLIER COUNTY, FL
03/18/1999 at 11:06AM DWIGHT E. BROCK, CLERK
COMB 3125000.00
REC FEE 60.00
DOC-.70 35875.00

WARRANTY DEED
(STATUTORY FORM - SECTION 689.02, F.S.)

THIS INDENTURE, made this 15 day of March, A.D. 1999, between, John F. Stanley, as Trustee of the Lely Lakes Land Trust Dated September 23, 1998, whose post office address is 2660 Airport Road South, Naples, Florida 34112, of the County of Collier in the State of Florida, grantor, and the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA, whose post office address is c/o Florida Department of Environmental Protection, Division of State Lands, 3900 Commonwealth Boulevard, Mail Station 115, Tallahassee, FL 32399-3000, grantee,

Retn:
AMERICAN HOME TITLE INSURANCE
6703 N HIMES AVE
TAMPA FL 33614

R = 820001

(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and their heirs, legal representatives, successors and assigns. "Grantor" and "grantee" are used for singular and plural, as the context requires and the use of any gender shall include all genders.)

WITNESSETH: That the said grantors, for and in consideration of the sum of Ten Dollars and other good and valuable considerations, to said grantors in hand paid by said grantee, the receipt whereof is hereby acknowledged, have granted, bargained and sold to the said grantee, and grantee's successors and assigns forever, the following described land situate, lying and being in Collier County, Florida, to-wit:

See Exhibit "A" attached hereto and by reference made a part hereof.

Property Appraiser's Parcel Identification Number: 00730640002 (parcel 135)
00730720003 (parcel 203)
00439680004 (parcel 213)
00439760003 (parcel 216)
00439800004 (parcel 214)

The Grantor herein reserves unto itself and its successors and assigns perpetual, non-exclusive easements (the "Easements") for ingress and egress over and across the property described in Exhibits "B-1" and "B-2" attached hereto and by reference made a part hereof, the terms and conditions of said reservation being more fully set forth in said Exhibit "B."

The Grantor also reserves unto itself and its successors and assigns a temporary, non-exclusive easement for access to a monitoring well, over and across the property described in Exhibit "C-1" attached hereto and by reference made a part hereof, the terms and conditions of said reservation being more fully set forth in said Exhibit "C."

This conveyance is subject to easements, restrictions, limitations and conditions of record if any now exist, but any such interests that may have been terminated are not hereby re-imposed.

This property is not the homestead property of the grantor, nor contiguous to homestead property, as such homestead is defined under Florida law.

AND the said grantors do hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF the grantors have hereunto set grantors' hands and seals, the day and year first above written.

Signed, sealed and delivered in
the presence of:

Rebecca Jane McKay
(Signature of First Witness)

Rebecca Jane McKay
(Printed, Typed or Stamped Name
of First Witness)

John F. Stanley, Trustee
John F. Stanley, as Trustee of the Lely Lakes Land Trust
Dated September 23, 1998

Jacquelyne Farrell
(Signature of Second Witness)

Jacquelyne Farrell
(Printed, Typed or Stamped Name
of Second Witness)

70F74506231

✓ OR: 3532 PG: 4094 ✓
✓ OR: 3987 PG: 0489 ✓

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this 15th day of March, 1999, by John F. Stanley, Trustee of the Lely Lakes I and Trust Dated September 23, 1998. Such person (Notary Public must check applicable box):

☒ is personally known to me.
☐ produced a driver license.
☐ produced _____ as identification.

(NOTARY PUBLIC SEAL)

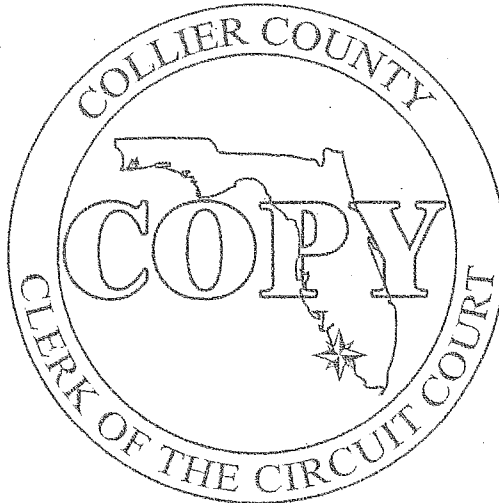


REBECCA LANE MCKAY
My Comm Exp. 3/18/99
Bonded By Service Ins
No. CC437951
☒ Personally Known ☐ Other I.D.

Rebecca Lane McKay
Notary Public

Rebecca Jana McKay
(Printed, Typed or Stamped Name of Notary Public)

Commission No.: CC437951



✓ OR: 3532 PG: 4095 ✓

✓ OR: 3987 PG: 0490 ✓

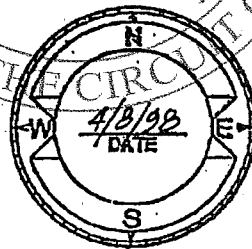
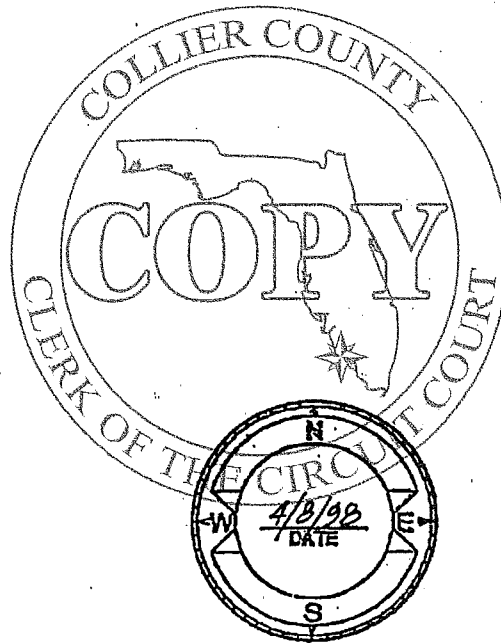
APPROVED
AS TO FORM AND LEGALITY

JUL 28 1999

By: Peter Fedor
(DEP Attorney)

"EXHIBIT A"

The Northwest quarter of the Southeast quarter; and the South half of the North half of the Northeast quarter of the Southeast quarter; and the North half of the Northeast quarter of the Northeast quarter of the Southeast quarter; and the North half of the Northwest quarter of the Northeast quarter of the Southeast quarter; and the Southeast quarter of the Northeast quarter, all in Section 5, Township 51 South, Range 26 East, Collier County, Florida.



Rookery Bay
Parcel 135

✓ OR: 3532 PG: 4096 ✓
✓ OR: 3987 PG: 0491 ✓

EXHIBIT "A"

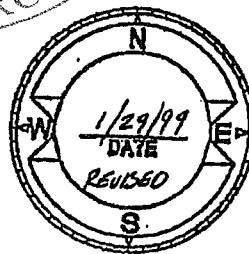
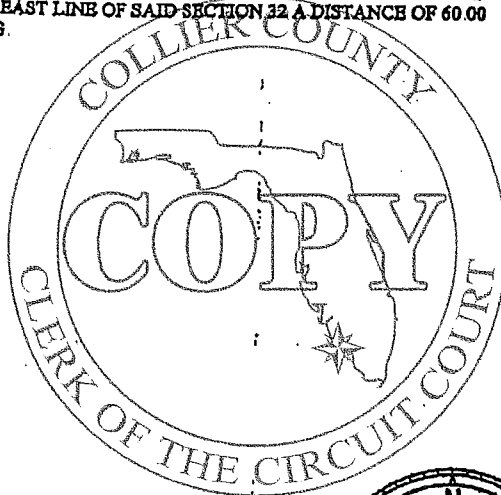
THE SOUTHWEST ONE-QUARTER (SW 1/4) OF THE NORTHEAST ONE-QUARTER (NE 1/4) AND THE NORTHWEST ONE-QUARTER (NW 1/4) OF THE NORTHEAST ONE-QUARTER (NE 1/4) OF SECTION 5, TOWNSHIP 51 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA.

TOGETHER WITH THE FOLLOWING 60.00 FOOT WIDE EASEMENTS FOR INGRESS AND EGRESS;

THE SOUTH 60.00 FEET OF SECTION 32, TOWNSHIP 50 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA; AND THE EAST 60.00 FEET OF SAID SECTION 32, LYING SOUTH OF TRAIL ACRES UNIT 3, A SUBDIVISION RECORDED IN PLAT BOOK 3 PAGE 94 OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA;

AND

A 60.00 FOOT WIDE STRIP OF LAND DESCRIBED AS FOLLOWS:
BEGINNING AT THE SOUTHEAST CORNER OF LOT 45, BLOCK THREE OF TRAIL ACRES UNIT 3, A SUBDIVISION RECORDED IN PLAT BOOK 3, PAGE 94 OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA, RUN N 87°34'19" W ALONG THE SOUTHERLY LINE OF SAID SUBDIVISION 1003.95 FEET TO THE PERMANENT REFERENCE MONUMENT INDICATED ON THE PLAT OF SAID SUBDIVISION; THENCE N 39°01'39" W ALONG THE SOUTHWESTERLY LINE OF SAID SUBDIVISION 962.19 FEET TO THE SOUTHEASTERLY CORNER OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2312, PAGE 2720 OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA; THENCE ALONG THE LINES OF SAID LANDS S 50°58'21" W 200.00 FEET; THENCE N 39°04'51" W 430.00 FEET TO THE SOUTHEASTERLY RIGHT OF WAY LINE OF SOUTHWEST BOULEVARD; THENCE S 50°55'09" W ALONG SAID LINE 60.00 FEET; THENCE S 39°04'51" E 489.94 FEET; THENCE N 50°58'21" E 199.94 FEET; THENCE S 39°01'39" E 929.25 FEET; THENCE S 87°34'19" E 1030.88 FEET TO THE EAST LINE OF SAID SECTION 32; THENCE N 02°32'54" E ALONG THE EAST LINE OF SAID SECTION 32 A DISTANCE OF 60.00 FEET TO THE POINT OF BEGINNING.



Rookery Bay / Lely Lakes
Parcel 203

OR: 3532 PG: 4097 ✓
OR: 3987 PG: 0492 ✓

EXHIBIT "A"

ALL OF SECTION 31, TOWNSHIP 30 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA, EXCEPTING AND RESERVING THE FOLLOWING:

PARCEL "A"

BEGINNING AT THE SW CORNER OF SECTION 31, TOWNSHIP 30 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA, THENCE NORTH 00°01'00" WEST ALONG THE WEST SECTION LINE OF SAID SECTION 31, 3332.94 FEET; THENCE LEAVING SAID SECTION LINE SOUTH 12°07'00" EAST ALONG THE ADJUSTED ORIGINAL MEANDER LINE, ACCORDING TO THE OFFICIAL TOWNSHIP PLAT OF 1876 AS RESURVEYED BY THE BUREAU OF LAND MANAGEMENT (BLM) IN 1967, A DISTANCE OF 382.14 FEET; THENCE CONTINUING ALONG SAID MEANDER LINE SOUTH 39°52'00" EAST, 456.62 FEET; THENCE CONTINUING ALONG SAID MEANDER LINE SOUTH 21°34'00" EAST, 598.62 FEET; THENCE CONTINUING ALONG SAID MEANDER LINE SOUTH 00°16'00" EAST, 428.34 FEET; THENCE CONTINUING ALONG SAID MEANDER LINE SOUTH 22°08'00" WEST, 599.28 FEET; THENCE CONTINUING ALONG SAID MEANDER LINE SOUTH 13°51'00" WEST, 429.66 FEET; THENCE CONTINUING ALONG SAID MEANDER LINE SOUTH 17°44'00" WEST, 717.42 FEET; THENCE CONTINUING ALONG SAID MEANDER LINE SOUTH 06°40'00" WEST, 297.66 FEET TO A POINT ON THE SOUTH LINE OF SECTION 31; THENCE SOUTH 89°57'00" WEST ALONG SAID SOUTH LINE OF SECTION 31, A DISTANCE 307.56 FEET TO THE SW CORNER OF SECTION 31 AND THE POINT OF BEGINNING.

PARCEL "B"

BEGINNING AT THE MEANDER CORNER MARKING THE SOUTHWEST CORNER OF GOVERNMENT LOT 3, SECTION 31, TOWNSHIP 30 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA, ACCORDING TO THE OFFICIAL TOWNSHIP PLAT OF 1876 AS RESURVEYED BY THE BUREAU OF LAND MANAGEMENT (BLM) IN 1967, SAID MEANDER CORNER BEING 307.56 FEET EAST OF THE SOUTHWEST CORNER OF SAID SECTION AND TOWNSHIP; THENCE RUN NORTH 6°40' EAST, ALONG SAID MEANDER LINE OF THE 1876 SURVEY AS ADJUSTED BY THE BLM IN 1967, FOR 297.66 FEET TO A SPECIAL MEANDER CORNER SET BY BLM IN 1967; THENCE RUN NORTH 17°44' EAST, STILL ALONG SAID ADJUSTED MEANDER LINE, FOR 151.63 FEET; THENCE NORTH 89°57' EAST, FOR 345.61 FEET; THENCE SOUTH 0°03' EAST, FOR 440 FEET, TO THE SOUTH LINE OF SAID SECTION AND TOWNSHIP; THENCE SOUTH 89°57' WEST, ALONG SAID SOUTH LINE FOR 426.73 FEET TO THE POINT OF BEGINNING;

PARCEL "C"

THE SOUTH 40.00 ACRES OF SECTION 31, TOWNSHIP 30 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA, BEING BOUNDED ON THE EAST BY THE EAST LINE OF SAID SECTION 31; BOUNDED ON THE SOUTH BY THE SOUTH LINE OF SAID SECTION 31; BOUNDED ON THE WEST BY THE EAST LINE OF THAT LAND DESCRIBED IN O.R. BOOK 922, PAGE 1710, COLLIER COUNTY PUBLIC RECORDS, COLLIER COUNTY, FLORIDA; AND BOUNDED ON THE NORTH BY A LINE PARALLEL WITH THE SOUTH LINE OF SAID SECTION 31;

PARCEL "D"

BEGIN AT THE NORTHEAST CORNER OF SECTION 31, TOWNSHIP 30 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA, THENCE S 86°04'33" W 2243.44' ALONG THE NORTH LINE OF SAID SECTION 31 TO THE WEST LINE OF A 110' WIDE FLORIDA POWER & LIGHT RIGHT-OF-WAY, RECORDED IN OFFICIAL RECORD BOOK 194, PAGE 601 OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA; THENCE S 01°35'00" W 1854.75' ALONG THE WEST LINE OF SAID RIGHT-OF-WAY LINE; THENCE LEAVING SAID RIGHT-OF-WAY LINE S 89°29'19" E 2788.21' TO THE EAST LINE OF SAID SECTION 31; THENCE N 02°43'35" E 2075.63' ALONG THE EAST LINE OF SAID SECTION 31 TO THE POINT OF BEGINNING.

Rockery Bay / Lely Lakes
Parcel 213
Sheet 1 of 2
Revised

ESM APPROVED
By J.A. Dato Date 3/18/99

OR: 3532 PG: 4098

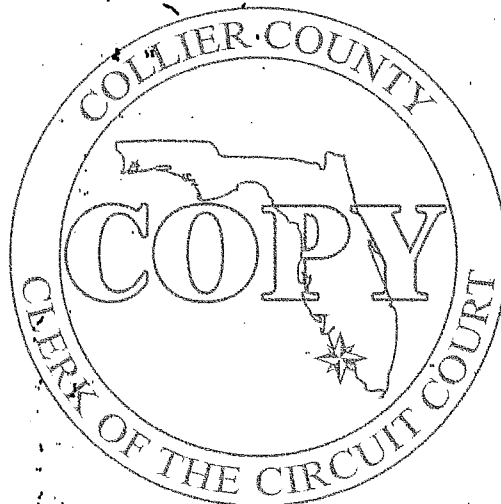
OR: 3987 PG: 0493

PARCEL "E"

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 31, TOWNSHIP 50 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA; THENCE ALONG THE WEST LINE OF SAID SECTION 31 N 00°19'35" E 3702.84 FEET TO A POINT OF BEGINNING; THENCE CONTINUE N 00°19'35" E ALONG SAID SECTION LINE 1152.07 FEET TO THE NORTHWEST CORNER OF SAID SECTION 31; THENCE N 86°04'55" E ALONG THE NORTH LINE OF SAID SECTION 31 A DISTANCE OF 1919.18 FEET TO A POINT WHICH INTERSECTS THE WESTERLY LINE OF A 110 FOOT WIDE FLORIDA POWER AND LIGHT RIGHT-OF-WAY EASEMENT, AS RECORDED IN O.R. BOOK 194, PAGES 601-602, PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA; THENCE S 01°35'00" W ALONG SAID WESTERLY LINE 179.06 FEET TO A POINT; THENCE LEAVING SAID WESTERLY LINE N 89°27'15" W 508.31 FEET TO A POINT; THENCE S 70°33'22" W 1109.51 FEET TO A POINT; THENCE N 90°00'00" W 307.62 FEET TO A POINT; THENCE S 00°19'55" W 740.00 FEET TO A POINT; THENCE N 89°40'05" W 50.00 FEET TO THE POINT OF BEGINNING.

PARCEL "F"

COMMENCING AT THE NORTHEAST CORNER OF SECTION 31, TOWNSHIP 50 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA; THENCE ALONG THE NORTH LINE OF SAID SECTION 31 S 86°04'55" W 2843.44 FEET TO A POINT WHICH INTERSECTS THE WEST LINE OF A 110 FOOT WIDE FLORIDA POWER AND LIGHT RIGHT-OF-WAY EASEMENT, AS RECORDED IN OFFICIAL RECORD BOOK 194, PAGES 601-602 OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA; THENCE ALONG SAID WESTERLY LINE S 01°35'00" W 1854.75 FEET; THENCE LEAVING SAID WESTERLY LINE S 89°29'19" E 558.68 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S 89°29'19" E 2229.53 FEET TO THE EAST LINE OF SAID SECTION 31; THENCE ALONG SAID EAST LINE S 02°43'35" W 259.86 FEET; THENCE LEAVING SAID EAST LINE S 83°30'57" W 1548.71 FEET; THENCE N 56°10'37" W 816.27 FEET TO THE POINT OF BEGINNING.



BSM APPROVED
By J.A. Date 3/2/99

Rookery Bay / Lely Lakes
Parcel 213
Sheet 2 of 2
Revised

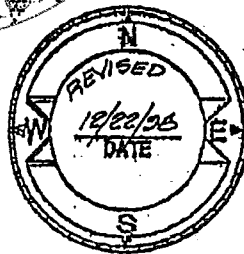
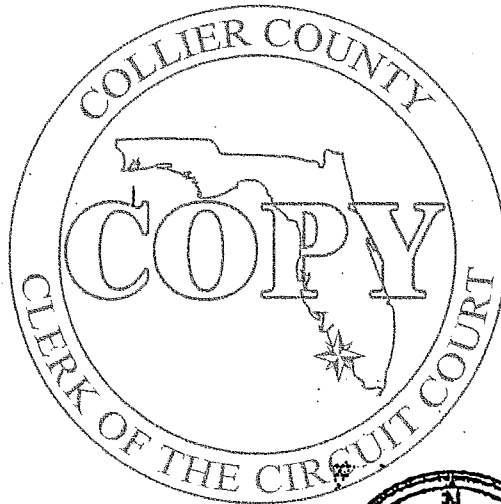
✓ OR: 3532 PG: 4099 ✓

✓ OR: 3987 PG: 0494 ✓

"EXHIBIT A"

BEGINNING AT THE SW CORNER OF SECTION 31, TOWNSHIP 50 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA, THENCE NORTH 00°01'00" WEST ALONG THE WEST SECTION LINE OF SAID SECTION 31, 3338.94 FEET; THENCE LEAVING SAID SECTION LINE SOUTH 82°07'00" EAST ALONG THE ADJUSTED ORIGINAL MEANDER LINE, ACCORDING TO THE OFFICIAL TOWNSHIP PLAT OF 1876 AS RESURVEYED BY THE BUREAU OF LAND MANAGEMENT (BLM) IN 1967, A DISTANCE OF 382.14 FEET; THENCE CONTINUING ALONG SAID MEANDER LINE SOUTH 39°52'00" EAST, 456.62 FEET; THENCE CONTINUING ALONG SAID MEANDER LINE SOUTH 21°34'00" EAST, 598.62 FEET; THENCE CONTINUING ALONG SAID MEANDER LINE SOUTH 00°16'00" EAST, 428.34 FEET; THENCE CONTINUING ALONG SAID MEANDER LINE SOUTH 22°08'00" WEST, 599.28 FEET; THENCE CONTINUING ALONG SAID MEANDER LINE SOUTH 13°51'00" WEST, 429.66 FEET; THENCE CONTINUING ALONG SAID MEANDER LINE SOUTH 17°44'00" WEST, 717.42 FEET; THENCE CONTINUING ALONG SAID MEANDER LINE SOUTH 06°40'00" WEST, 297.66 FEET TO A POINT ON THE SOUTH LINE OF SECTION 31; THENCE SOUTH 39°57'00" WEST ALONG SAID SOUTH LINE OF SECTION 31, A DISTANCE 307.56 FEET TO THE SW CORNER OF SECTION 31 AND THE POINT OF BEGINNING.

LESS AND EXCEPT; ALL LANDS LYING BELOW THE MEAN HIGH WATER LINE OF SAND HILL BAY.



Rookery Bay / Lely Lakes
Parcel 214

✓ OR: 3532 PG: 4100 ✓
✓ OR: 3987 PG: 0495 ✓

"EXHIBIT A"

THE SOUTH 40.00 ACRES OF SECTION 31, TOWNSHIP 50 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA, BEING BOUNDED ON THE EAST BY THE EAST LINE OF SAID SECTION 31; BOUNDED ON THE SOUTH BY THE SOUTH LINE OF SAID SECTION 31; BOUNDED ON THE WEST BY THE EAST LINE OF THAT LAND DESCRIBED IN O.R. BOOK 922, PAGE 1710, COLLIER COUNTY PUBLIC RECORDS, COLLIER COUNTY, FLORIDA; AND BOUNDED ON THE NORTH BY A LINE PARALLEL WITH THE SOUTH LINE OF SAID SECTION 31.

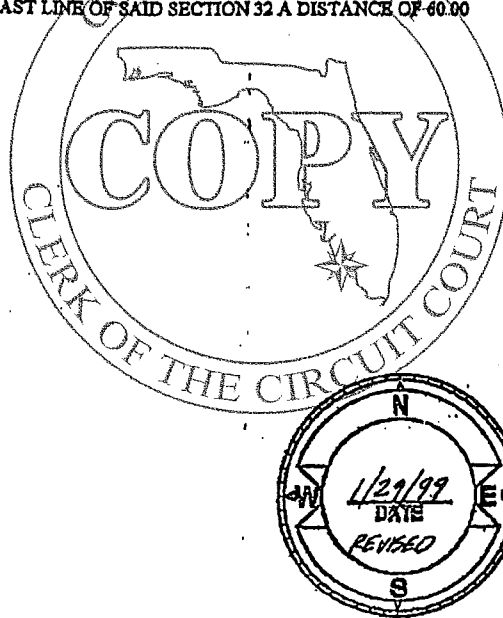
TOGETHER WITH THE FOLLOWING 60.00 FOOT WIDE EASEMENTS FOR INGRESS AND EGRESS;

THE SOUTH 60.00 FEET OF SECTION 32, TOWNSHIP 50 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA; AND THE EAST 60.00 FEET OF SAID SECTION 32, LYING SOUTH OF TRAIL ACRES UNIT 3, A SUBDIVISION RECORDED IN PLAT BOOK 3 PAGE 94 OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA;

AND

A 60.00 FOOT WIDE STRIP OF LAND DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 45, BLOCK THREE OF TRAIL ACRES UNIT 3, A SUBDIVISION RECORDED IN PLAT BOOK 3, PAGE 94 OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA, RUN N 87°34'19" W ALONG THE SOUTHERLY LINE OF SAID SUBDIVISION 1003.95 FEET TO THE PERMANENT REFERENCE MONUMENT INDICATED ON THE PLAT OF SAID SUBDIVISION; THENCE N 39°01'39" W ALONG THE SOUTHWESTERLY LINE OF SAID SUBDIVISION 962.19 FEET TO THE SOUTHEASTERLY CORNER OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2312, PAGE 2770 OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA; THENCE ALONG THE LINES OF SAID LANDS S 50°58'21" W 200.00 FEET; THENCE N 39°04'51" W 430.00 FEET TO THE SOUTHEASTERLY RIGHT OF WAY LINE OF SOUTHWEST BOULEVARD; THENCE S 50°55'09" W ALONG SAID LINE 60.00 FEET; THENCE S 39°04'51" E 489.94 FEET; THENCE N 50°58'21" E 199.94 FEET; THENCE S 39°01'39" E 929.25 FEET; THENCE S 87°34'19" E 1030.88 FEET TO THE EAST LINE OF SAID SECTION 32; THENCE N 02°32'54" E ALONG THE EAST LINE OF SAID SECTION 32 A DISTANCE OF 60.00 FEET TO THE POINT OF BEGINNING.



Rocky Bay / Lely Lakes
Parcel 216

OR: 3532 PG: 4101
OR: 3987 PG: 0496

EXHIBIT "B"

RESERVING unto Grantor, its successors and assigns, Perpetual non-exclusive Easements (the "Easements") for Ingress and Egress over and across the property described in Exhibits "B-1" and "B-2" attached hereto (hereinafter "the Servient Estate"). The Easements reserved for the benefit of Grantor, its successors and assigns, as owner of the adjacent property (hereinafter "the Dominant Estate") are perpetual, non-exclusive easements for ingress and egress over the Servient Estate, upon the following terms and conditions:

1. Character of the Easement. The Easements are perpetual, non-exclusive and appurtenant, and shall run with the title to the Dominant Estate for the benefit of Grantor, its successors, assigns, tenants, invitees and licensees.

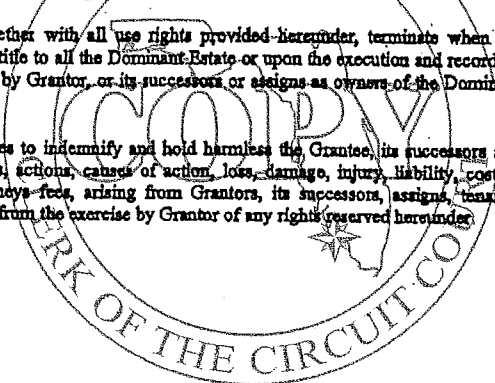
2. Description of the Easement. The Easements reserved hereunder are further described as follows:

(a) An Easement for right-of-way purposes and access for ingress and egress over, across and through the property described in Exhibit "B-1" (the "Service Road Easement"), for service vehicles and maintenance personnel and equipment use in relation to the operation of Golf facilities (the Golf Courses) located on the Dominant Estate. Included in the Service Road Easement shall be a right to construct, maintain and repair a paved roadway to be developed within the easement area. Other provisions herein contained notwithstanding, provided that Grantor, its successors and assigns, owns any portion of the Dominant Estate, Grantor, its successors and assigns, shall have the right to operate, maintain and repair any portion of the Service Road Easement including the maintenance of all the landscaping within said Easement; and

(b) An easement for Golf Cart right-of-way purposes and access for ingress and egress through that portion of the property described in Exhibit "B-2" (the "Golf Cart Easement") for the benefit of the Dominant Estate, for the purpose of access to and from the Golf Courses by Golf Course members, and their invitees and guests, and having the proper use thereof; it being the purpose of the Golf Cart Easement that members of the public wishing to play golf shall have the enjoyment of the Golf Cart Easement for ingress and egress for the purposes of accessing the starting tees of the Golf Courses during the time of day that said Golf Courses are open for play. Included in the Golf Cart Easement shall be the right to construct permanent, paved and raised cart paths within the easement area. Grantor, its successors and assigns, shall have the right to construct, operate, maintain and repair any portion of the cart paths including the maintenance of all the landscaping within the Golf Cart Easement.

3. Termination. The Easements, together with all use rights provided hereunder, terminate when the Grantee or its successors or assigns, obtains title to all the Dominant Estate or upon the execution and recording of a Termination of the Easements executed by Grantor, or its successors or assigns as owners of the Dominant Estate.

4. Indemnification. The Grantor agrees to indemnify and hold harmless the Grantee, its successors and assigns from and against any and all claims, actions, causes of action, loss, damage, injury, liability, cost or expense, including without limitation attorneys' fees, arising from Grantors, its successors, assigns, tenants, invitees or licensees use of the Easements or from the exercise by Grantor of any rights reserved hereunder.



✓ OR: 3532 PG: 4102 ✓
✓ OR: 3987 PG: 0497 ✓

A 65.00 foot wide strip of land lying in Section 31, Township 50 South, Range 26 East, Collier County, Florida, being more particularly described as follows:

Commencing at the southeast corner of Section 31, Township 50 South, Range 26 East, Collier County, Florida; run along the east line of said Section 31, North 02°48'47" East 1820.19 feet to the Point of Beginning; thence North 57°44'24" West 402.71 feet to a point of curvature; thence 232.38 feet along the arc of a curve concave to the northeast, having a radius of 220.00 feet, a central angle of 60°31'16", a chord of 221.73 feet, bearing North 27°28'46" West to a point of tangency; thence North 02°46'52" East 406.09 feet to a point of curvature; thence 173.25 feet along the arc of curve concave to the southwest having a radius of 100.00 feet, a central angle of 99°15'55", a chord of 152.38 feet, bearing North 46°51'05" West to a point of tangency; thence South 83°30'57" West 975.57 feet; thence North 56°10'37" West 939.04 feet; thence South 89°29'19" East 118.36 feet; thence South 56°10'37" East 816.27 feet; thence North 83°30'57" East 951.71 feet to a point of curvature; thence 285.86 feet along the arc of a curve concave to the southwest, having a radius of 165.00 feet, a central angle of 99°15'55", a chord of 251.43 feet, bearing South 46°51'05" East to a point of tangency; thence South 02°46'52" West 406.09 feet to a point of curvature; thence 163.73 feet along the arc of a curve concave to the northeast, having a radius of 155.00 feet, a central angle of 60°31'16", a chord of 156.22 feet, bearing South 27°28'46" East; thence South 57°44'24" East 366.01 feet to the east line of said section 31; thence along the east line of said section 31 South 02°48'47" West 74.64 feet to the Point of Beginning.

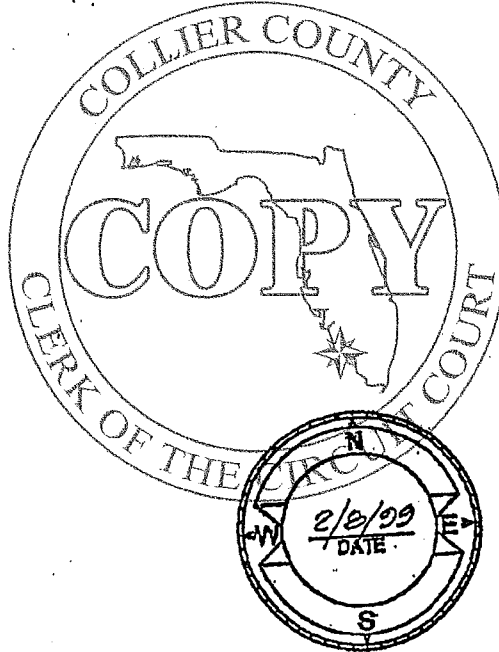


Rocky Bay
Parcel 213
"Subject To" easement
Revision

OR: 3532 PG: 4103 ✓
OR: 3987 PG: 0498 ✓

A 45.00 foot wide strip of land lying in Section 31, Township 50 South, Range 26 East, Collier County, Florida, being more particularly described as follows:

Commencing at the southeast corner of Section 31, Township 50 South, Range 26 East, Collier County, Florida; run along the east line of said Section 31, North 02°48'47" East 2076.18 feet to the Point of Beginning; thence North 57°44'24" West 13.46 feet to a point of curvature; thence 108.46 feet along the arc of a curve concave to the northeast, having a radius of 155.00 feet, a central angle of 40°05'29", a chord of 106.26 feet, bearing North 37°41'40" West to a point of tangency; thence North 17°38'55" West 273.07 feet to a point of curvature; thence 106.77 feet along the arc of curve concave to the northeast having a radius of 305.00 feet, a central angle of 20°03'27", a chord of 106.23 feet, bearing North 07°37'12" West to a point of tangency; thence North 02°24'32" East 318.72 feet; thence North 83°30'57" East 45.55 feet; thence South 02°24'32" West 325.76 feet to a point of curvature; thence 91.02 feet along the arc of a curve concave to the northeast, having a radius of 260.00 feet, a central angle of 20°03'27", a chord of 90.55 feet, bearing South 07°37'12" East to a point of tangency; thence South 17°38'55" East 273.07 feet to a point of curvature; thence 64.60 feet along the arc of a curve concave to the northeast, having a radius of 110.00 feet, a central angle of 33°38'58", a chord of 63.68 feet, bearing South 34°28'24" East, to the east line of said section 31; thence along the east line of said section 31 South 02°48'47" West 52.47 feet to the Point of Beginning.

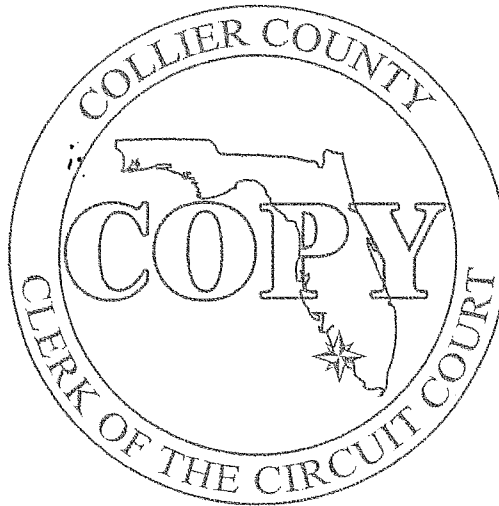


Rookery Bay
Parcel 213
"Subject To" easement
Revision

✓ OR: 3532 PG: 4104 ✓
✓ OR: 3987 PG: 0499 ✓

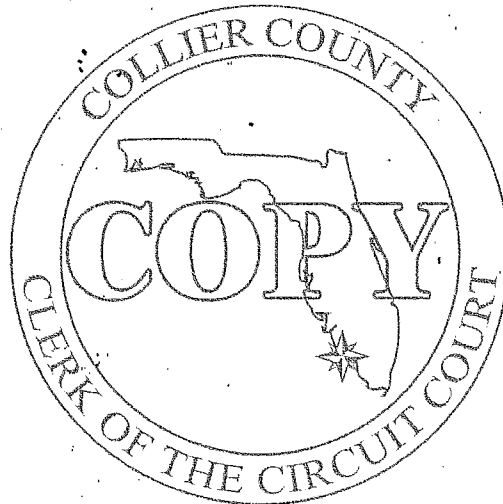
RESERVING unto Grantor, its successors and assigns, a temporary non-exclusive Easement (the "Monitoring Well Easement") for Ingress and Egress over and across the property described in Exhibit "C-1" attached hereto (hereinafter the "Servient Estate"). The Monitoring Well Easement reserved herein for the benefit of Grantor as owner of the adjacent property (the "Dominant Estate") is hereby reserved on the following terms and conditions:

1. Character of the Easement. The Monitoring Well Easement is temporary, non-exclusive and appurtenant, and shall run with the title to the Dominant Estate for the benefit of Grantor, its successors, assigns, tenants, invitees and licensees.
2. Description of the Easement. The Monitoring Well Easement will be for the limited specific purpose of access to and maintenance of a ground water monitoring well, situated on the property herein conveyed.
3. Termination. The Monitoring Well Easement will terminate upon removal or abandonment of the ground water monitoring well, and Grantor shall have no further rights hereunder. The Grantor shall be required to record a release of easement in form and substance acceptable to Grantor terminating the easement. Upon Termination, the monitoring well shall be removed and the well will be filled or capped.
4. Indemnification. The Grantor agrees to indemnify and hold harmless the Grantee, its successors and assigns from and against any and all claims, actions, causes of action, loss, damage, injury, liability, cost or expense, including without limitation attorneys fees, arising from Grantors, its successors, assigns, tenants, invitees or licensees use of the Monitoring Well Easement or from the exercise by Grantor of any rights reserved hereunder.

✓
OR: 3987 PG: 0500 ✓✓
OR: 3532 PG: 4105 ✓

A 10.00 foot wide strip of land for Water Monitoring Well access lying in the Northwest Quarter of Section 31, Township 50 South, Range 26 East, Collier County, Florida, being more particularly described as follows:

Commencing at the north quarter corner of Section 31, Township 50 South, Range 26 East, Collier County, Florida; run along the north line of the northwest quarter of said Section 31, South 86°04'55" West 462.13 feet to the west line of a 110.00 foot wide Florida Power and Light right-of-way, recorded in Official Record Book 194, Page 601 of the Public Records of Collier County, Florida; thence along said line South 01°35'00" West 344.65 feet to the Point Of Beginning; thence continue South 01°35'00" West 10.00 feet; thence North 88°25'00" West 55.00 feet; thence North 01°35'00" East 10.00 feet; thence South 88°25'00" East 55.00 feet to the Point of Beginning.



BSM APPROVED
By J.A. Date 2/25/99

Rookery Bay
Parcel 213
Water Monitoring Well Access Easement

Exhibit "A"
Page 13 of 13
Termination of Easements
and Grant of Easement

✓ OR: 3987 PG: 0501 ✓

✓ OR: 3532 PG: 4106 ✓

EXHIBIT "B"
to Termination of
Easements and Grant
of Easement

OR: 3532 PG: 4107

This Instrument Prepared By and
Please Return To:
Trisler, Roberts & Volpe
4001 Tansil Trail North, Suite 330
Naples, Florida 34103

WARRANTY DEED
(STATUTORY FORM - SECTION 689.02, F.S.)

THIS INSTRUMENT, made this 20th day of April, A.D. 1998, between, Michael J. Volpe, as Trustee under the Beechwood Land Trust under Agreement dated May 26, 1993, as amended and restated by Agreement dated January 16, 1996 and further amended by Agreement dated July 31, 1996 of the County of Collier in the State of Florida, grantor, and the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA, whose post office address is c/o Florida Department of Environmental Protection, Division of State Lands, 3900 Commonwealth Boulevard, Mail Station 115, Tallahassee, FL 32399-3000, grantees,

(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and their heirs, legal representatives, successors and assigns. "Grantor" and "grantee" are used for singular and plural, as the context requires and the use of any gender shall include all genders.)

WITNESSETH: That the said grantors, for and in consideration of the sum of Ten Dollars and other good and value considerations, to said grantees in hand paid by said grantees, the receipt whereof is hereby acknowledged, have granted, bargained and sold to the said grantees, and grantees successors and assigns forever, the following described land situate, lying and being Collier County, Florida, to-wit:

See Exhibit "A" attached hereto and by reference made a part hereof.

Property Appraiser's Parcel Identification Number: 00731000001, 00730920007 & 00731160002

This conveyance is subject to easements, restrictions, limitations and conditions of record if any now exist, but any interests that may have been extinguished are not hereby re-imposed.

This property is not the homestead property of the grantor, nor contiguous to homestead property, as such homestead is defined under Florida law.

AND the said grantors do hereby fully warrant the title to said land, and will defend the same against the lawful claim of all persons whomsoever.

IN WITNESS WHEREOF the grantors have hereunto set grantees' hands and seals, the day and year first above writ

Signed, sealed and delivered in
the presence of:

Mary Jo Wyczechowski
(Signature of First Witness)

Mary Jo Wyczechowski
(Printed, Typed or Stamped Name
of First Witness)

Dorothy K. Jordan
(Signature of Second Witness)

Nancy L. Valters
(Printed, Typed or Stamped Name
of Second Witness)

STATE OF Florida
COUNTY OF Collier

The foregoing instrument was acknowledged before me this 20th day of April, 1998, by Michael J. Volpe, as Trustee under the Beechwood Land Trust under Agreement dated May 26, 1993, as amended and restated Agreement dated January 16, 1996 and further amended by Agreement dated July 31, 1996. Such person (Notary Public) must check applicable box:

NOT 142000 PG

☒ is personally known to me.
☐ produced a driver license.
☐ produced _____ as identification

(NOTARY PUBLIC) MICHAEL J. VOLPE
Notary Public - State of Florida
My Commission Expires Feb 16, 2000
Commission # CC87708

Mary Jo Wyczechowski
Notary Public

Mary Jo Wyczechowski
(Printed, Typed or Stamped Name of Notary Public)

AND LEGALITY

Commission No.:

OR: 3987 PG: 0502

*** OR: 2411 PG: 1317

Parcel 333

Exhibit "A"

All of Section 6, except the Southeast quarter (SE 1/4) of the Southeast quarter (SE 1/4), Township 51 South, Range 26 East, Collier County, Florida.

Northwest quarter (NW 1/4) of the Northwest quarter (NW 1/4) of Section 5, Township 51 South, Range 26 East, Collier County, Florida.

Southwest quarter (SW 1/4) of the Northwest one-quarter (NW 1/4) of Section 5, Township 51 South, Range 26 East, Collier County, Florida.

Together with a 60 foot ingress/egress easement:

All that part of Section 32, Township 50 South, Range 26 East, Collier County, Florida being more particularly described as follows:

Commencing at the Southwest corner of said Section 32; thence along the South line said Section 32 South 89°-41'-51" East 175.00 feet to the POINT OF BEGINNING the centerline of an easement for ingress/egress purposes lying 30.00 feet on each side of the hereinafter described centerline thence leaving the South line of said Section 3 North 0°-18'-09" East 180.02 feet; thence Northerly and Northeasterly 383.22 feet along the arc of a circular curve concave to the Southeast having a radius of 439.67 through a central angle of 50°-37'-51" and being subtended by a chord which bears North 25°-37'-05" East 370.87 feet; thence North 50°-56'-00" East 3030.00 feet to Southwesterly boundary of Trail Acres Unit No. 2 according to the plat thereof as recorded in P.B. 4, page 62, Public Records of Collier County, Florida and the plat ending of the centerline of easement herein described; the sides of said easement are lie on the South line of said Section 32, and the Southwesterly line of said Trail Acres Unit No. 2.

OR: 3532 PG: 4108

OR: 3987 PG: 0503

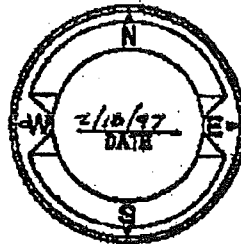


EXHIBIT "C"
to Termination of
Easements and Grant
of Easement

OR: 3532 PG: 4109

GRANT OF EASEMENT

17.00 + 2.50
This document entered into and made effective this 7 day of July, 1987,
is intended to establish and dedicate an easement over that certain parcel of
real estate situate in Collier County, Florida, and legally described on
Exhibit "A" attached hereto.

Said easement dedicated over the lands legally described on Exhibit "A"
attached hereto shall be for the non-exclusive use and enjoyment for ingress
and egress by motor vehicle and otherwise of the owners of that said parcel of
real estate legally described on Exhibit "B" attached hereto and incorporated
herein by reference and also for the non-exclusive use and enjoyment of the
owners of that parcel of real estate legally described on Exhibit "C" attached
hereto and incorporated herein by reference, the present owners of which are
the parties dedicating this easement.

Said easement as described on Exhibit "A" hereto shall be 60' in width,
and so long as same continues to provide ingress and egress to the property
legally described on Exhibit "B" hereto, the owners of parcel "C" may move and
alter the location of said easement at their discretion without the consent of
the parties hereto or the successors or assigns of the parties hereto.

The easement hereby dedicated for ingress and egress over and across the
real estate described in Exhibit "A" hereto shall terminate and be of no
further force and effect automatically and without any other act or deed of
any party whatsoever, simultaneously upon public access over publicly
dedicated streets for ingress and egress being established and dedicated to
said real estate described on Exhibit "B" at any point along the northerly
boundary thereof, at any point where same is in common with the southerly
boundary of the real estate described in Exhibit "C" hereto.

The undersigned owners in fee simple of the real estate described on
Exhibit "C" hereto do hereby establish and dedicate an easement for ingress
and egress by motor vehicle and otherwise over and across the real estate
described on Exhibit "A" hereto according to and subject to the terms and con-
ditions of this document, which easement shall run with the land and be
binding upon the heirs, successors and assigns of the owners and encumbrancers
of the subject premises until such time as the owners of the real estate
legally described on Exhibit "B" hereto have gained access by public roadway
in the manner herein described and at such time same shall terminate as herein
provided.

IN WITNESS WHEREOF the undersigned dedicators and owners of the real
estate described on Exhibit "C" hereto have hereto caused this document to
be executed this 7 day of July, 1987.

Witnesses:

Pauline M. Cryden
Richard L. Kline

LELY DEVELOPMENT CORPORATION, a Texas
Corporation

By *Richard L. Kline* President

Received \$.55
Received \$ N/A

Documentary Allocated (SEAL)
State of Florida
Personal Property Tax

STATE OF FLORIDA COLLIER COUNTY CLERK OF COURTS
COUNTY OF COLLIER

I HEREBY CERTIFY that on this day, before me, an officer duly authorized
in the State and County aforesaid to take acknowledgments personally appeared
Richard L. Kline, to me known to be the President of
LELY DEVELOPMENT CORPORATION, a Texas Corporation, and who executed the
foregoing instrument and acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid
this 7 day of July, 1987.

My Commission Expires

Pauline M. Cryden
NOTARY PUBLIC

Notary Public for the State of Florida
My Comm. Expires 12/31/90
Notary Public for the State of Florida

OR: 3532 PG: 4110

EXHIBIT A

WILSON - MILLER - BARTON - GOLL & PEEK, INC.
ENGINEERS PLANNERS SURVEYORS
1222 AIRPORT, PULLMAN ROAD NORTH, NAPLES, FLORIDA 34102-1222

Description of part of Section 32, Township 50 South,
Range 26 East, Collier County, Florida
Proposed 60' Ingress-Egress Easement
(not surveyed)

17 All that part of Section 32, Township 50 South, Range 26 East,
Collier County, Florida being more particularly described as
follows:
Commencing at the southwest corner of said Section 32;
thence along the south line of said Section 32 South 89°-31'-51"
East 175.00 feet to the POINT OF BEGINNING of the centerline of an
easement for ingress-egress purposes lying 10.00 feet on each side
of the hereinafter described centerline
thence leaving the south line of said Section 32 North
0°-18'-03" East 180.02 feet;
thence northerly and northeasterly 383.77 feet along the arc
of a circular curve concave to the southeast having a radius
of 433.67 feet through a central angle of 50°-37'-51" and
being subtended by a chord which bears North 25°-37'-03" East
370.87 feet;
thence North 50°-56'-00" East 3038.00 feet to the
southwesterly boundary of Trail Acres Unit No. 2 according to
the plat thereof as recorded in P.B. 4, page 62, Public
Records of Collier County, Florida and the place of ending of
the centerline of easement herein described;
the sides of said easement are to lie on the south line of said
Section 32, and the southwesterly line of said Trail Acres Unit
No. 2;
subject to easements and restrictions of record;
bearings are based on Trail Acres Plats.

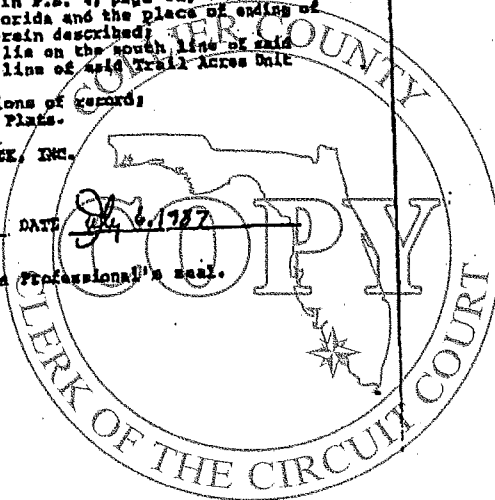
WILSON, MILLER, BARTON, GOLL & PEEK, INC.
Reg. Engineers and Land Surveyors

By *John A. Boutwell*
John A. Boutwell, P.E.S. #3934

DATE *July 6, 1987*

Not valid unless embossed with the Professional's seal.

Not valid unless embossed with the Professional's seal.
July 6, 1987
30-54 (JEN:kd 7-8/8888)
July 6, 1987



001708

~~RECEIVED~~

001708

~~RECEIVED~~

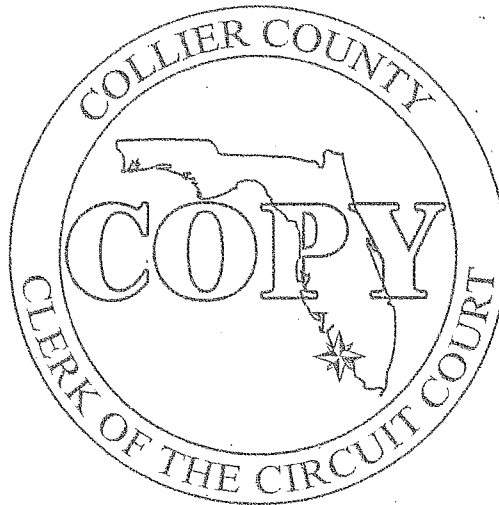
OR: 3532 PG: 4111

EXHIBIT "B"

The West one-half (W $\frac{1}{2}$) of the Northwest one-quarter (NW $\frac{1}{4}$) of Section 5,
Township 51 South, Range 26 East, Collier County, Florida.

AND,

All of Section 6, Township 51 South, Range 26 East, Less the Southeast
one-quarter (SE $\frac{1}{4}$) of the Southeast one-quarter (SE $\frac{1}{4}$), Collier County,
Florida.



091202

091784

EXHIBIT C

PAGE

OR: 3532 PG: 4112

As to Parcel 1:

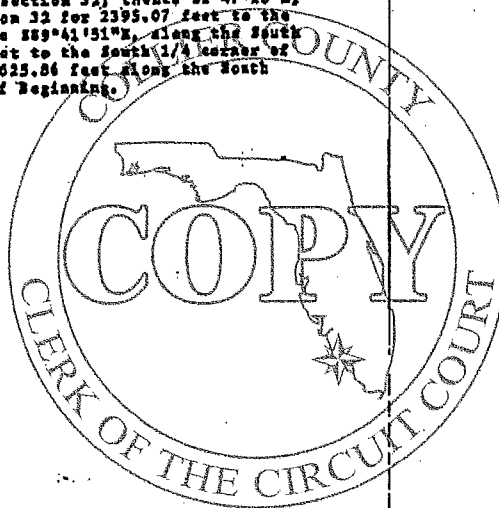
The Southwest 1/4 of the Northeast 1/4 of Section 3, Township 31 South, Range 26 East, Collier County, Florida.

As to Parcel 2:

The Northeast 1/4 of the Northeast 1/4 of Section 3, Township 31 South, Range 26 East, Collier County, Florida.

As to Parcel 3:

Beginning at the Southeast corner of Section 32, Township 30 South, Range 26 East, Collier County, Florida, run N1°23'25"W, along the East boundary of Section 32 a distance of 1912.10 feet to the Southeast corner of a vacated portion of Trail Acres Unit No. 3, as recorded in Plat Book 2, page 94, Public Records of Collier County, Florida; thence run N 87°37'02"W, for 1005.44 feet along the South boundary of said vacated portion of Trail Acres Unit No. 3; thence N19°04'00"W, for 962.74 feet along the Southwesterly boundary of Trail Acres Unit No. 3; thence S30°36'00"W, for 200 feet; thence N 39°04'00"W, for 430 feet to a point on the Southeasterly Right-of-Way of Southwest Boulevard as shown on the Plat of Trail Acres Subdivision as recorded in Plat Book 2, page 58, of the said Public Records; thence S50°36'00"W, for 762.43 feet along the Southeasterly Right-of-Way line of Southwest Boulevard to a point of the Southwesterly line of Trail Acres Unit No. 2 as recorded in Plat Book 4, page 62, of the said Public Records; thence run N19°03'03"W, for 1308.78 feet along the Southwesterly boundary of Trail Acres Unit No. 2 to the Southwest corner of Lot 13, Block 3, Trail Acres Unit No. 2; thence S59°54'32"W, for 2041.16 feet to a point on the West boundary of said Section 32, said point being 104.43 feet South of the West 1/4 corner of said Section 32; thence S1°47'20"W, along the West boundary of said Section 32 for 2395.07 feet to the Southwest corner of Section 32; thence S89°41'51"W, along the South boundary of Section 32 for 2626.22 feet to the South 1/4 corner of Section 32; thence S89°42'48"W, for 2625.86 feet along the South boundary of Section 32 to the Point of Beginning.



RECORDED AND RETURNED
TO THE OFFICE OF THE CLERK
OF THE CIRCUIT COURT
DATE: 10/11/11 BY: [illegible]

✓
OR: 3987 PG: 0507
✓

EXHIBIT "D"
to Termination of
Easements and Grant
of Easement

2376258 OR: 2465 PG: 0108
RECORDED IN OFFICIAL RECORDS OF COLLIER COUNTY, FL
9/25/01 OR 13:54AM DEPT 2, BRACK, CLERK
COST \$600.00
REC FEE 10.50
MISC. FEE 15943.00

WIT:
THEE PUBLIC BY M.
WICK

Record ID Number 00730720003
Shades (4) 100

Whereby I, the
This instrument, made this 15th day of SEPTEMBER, 1997 A.D., between
LELY DEVELOPMENT CORPORATION, a corporation existing under the laws of the State of Florida, and
of the County of Collier, State of Florida, and
COMMERCIAL PROPERTIES SOUTHWEST, INC., a corporation existing under the laws of the State of Florida,

whose address is P.O. Box 1237, Naples, Florida 34101-1237

of the County of Collier, State of Florida, and
Witnesseth that the GRANTOR, for and in consideration of the sum of
TEN & NO/100THS (\$10.00) DOLLARS,
and other good and valuable consideration to GRANTOR in hand paid by GRANTEE, the receipt whereof is hereby acknowledged, has
granted, bargained and sold to the said GRANTEE and GRANTEE'S successors and assigns forever, the following described land,
situate, lying and being in the County of Collier, State of Florida to wit:
SEE EXHIBIT "A" ATTACHED HERETO AND MADE A PART HEREOF.

Subject to restrictions, reservations and easements of record,
if any, and taxes subsequent to 1997.

Preparation of instrument only.

Subject to encroachment of overhead wires and poles and concrete
slab shown on the survey prepared by Wilson, Miller, Barton &
Peak, Inc. dated June 12, 1987, File No. 4D-70; and Interior
roads, pipes, wells, farm ditches, buildings, power poles and
other improvements not located under the scope of Wilson,
Miller, Barton & Peak, Inc. survey dated June 12, 1987, File
No. 4D-70; and a Grant of Easement by Lely Development
Corporation as recorded in G.R. Book 1282 at Page 1766 of the
Public Records of Collier County, Florida.

and the grantor does hereby fully warrant the title to said land, and will defend the same against lawful claims of all persons whatsoever.
to the said GRANTEE and GRANTEE'S successors and assigns forever and the day and year first above written.

Robert W. Walsh
Robert W. Walsh
Christine M. Walsh
Christine M. Walsh
Notary Public - Collier County, Florida

SEAL OF FLORIDA
COUNTY OF COLLIER
The foregoing instrument was acknowledged before me this 15th day of SEPTEMBER, 1997 by
Tina G. Galt, President of LELY DEVELOPMENT CORPORATION,

on behalf of the corporation. He is personally known to me.

This document prepared by:

John E. Galt, III
Notary Public - Collier County, Florida
My Commission Expires Oct 12, 2001
Naples, FL, 34101

(Corporate Seal)

day of SEPTEMBER, 1997

at This

Corporation,

Christine M. Walsh
Christine M. Walsh
NOTARY PUBLIC
My Commission Expires 10/12/01

(Notary Seal)

OR: 3987 PG: 0508

OR: 3532 PG: 4113

EXHIBIT "A"

As to Parcel 1:

The Southwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 5, Township 51 South, Range 26 East, Collier County, Florida.

As to Parcel 2:

The Northwest $\frac{1}{4}$ of the Northeast $\frac{1}{4}$ of Section 5, Township 51 South, Range 26 East, Collier County, Florida.

As to Parcel 3:

Beginning at the Southeast corner of Section 32, Township 50 South, Range 26 East, Collier County, Florida, run N 2°33'25" East along the East boundary of Section 32 a distance of 1912.10 feet to the Southeast corner of a vacated portion of Trail Acres Unit No. 3, as recorded in Plat Book 3, Page 94 of the Public Records of Collier County, Florida; thence run N 87°37'02" West for 1005.44 feet along the South boundary of said, vacated portion of Trail Acres Unit No. 3; thence N 39°04'00" West for 962.76 feet along the Southwesterly boundary of Trail Acres Unit No. 3; thence S 50°56'00" West for 200 feet; thence N 39°04'00" West for 430 feet to a point on the Southeasterly Right-of-Way of Southwest Boulevard as shown on the Plat of Trail Acres Subdivision as recorded in Plat Book 3 at Page 50 of the said Public Records; thence S 50°56'00" West for 762.43 feet along the Southeasterly Right-of-Way line of Southwest Boulevard to a point of the Southwesterly line of Trail Acres Unit No. 2 as recorded in Plat Book 4, Page 62 of the said Public Records; thence run N 39°05'03" West for 1308.78 feet along the Southwesterly boundary of Trail Acres Unit No. 2 to the Southwest corner of Lot 23, Block 3, Trail Acres Unit No. 2; thence S 59°54'32" West for 2041.16 feet to a point on the West boundary of said Section 32, said point being 206.43 feet South of the West $\frac{1}{4}$ corner of said Section 32; thence S 2°47'20" East along the West boundary of said Section 32 for 2395.07 feet to the Southwest corner of Section 32; thence S 89°41'51" East along the South boundary of Section 32 for 2626.22 feet to the South $\frac{1}{4}$ corner of Section 32; thence S 89°42'48" East for 2625.86 feet along the South boundary of Section 32 to the Point of Beginning.

*** OR: 2465 PG: 0109 ***

OR: 3987 PG: 0509

OR: 3532 PG: 4114

OR: 3532 PG: 4115

Exhibit "E"
to Termination of
Easements and Grant
of Easement

The South 60.00 feet, less the East 60.00 feet, of Section 32, Township 50 South,
Range 26 East, Collier County, Florida.

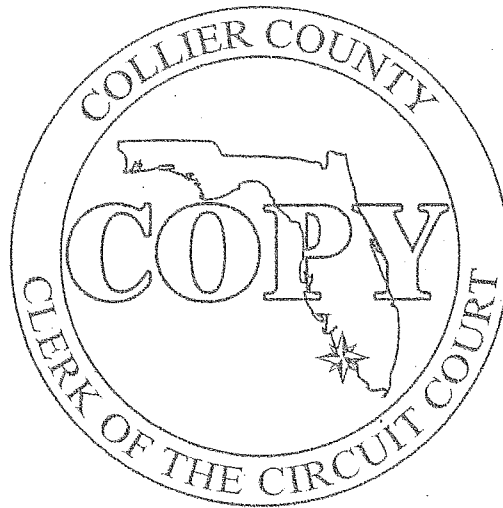
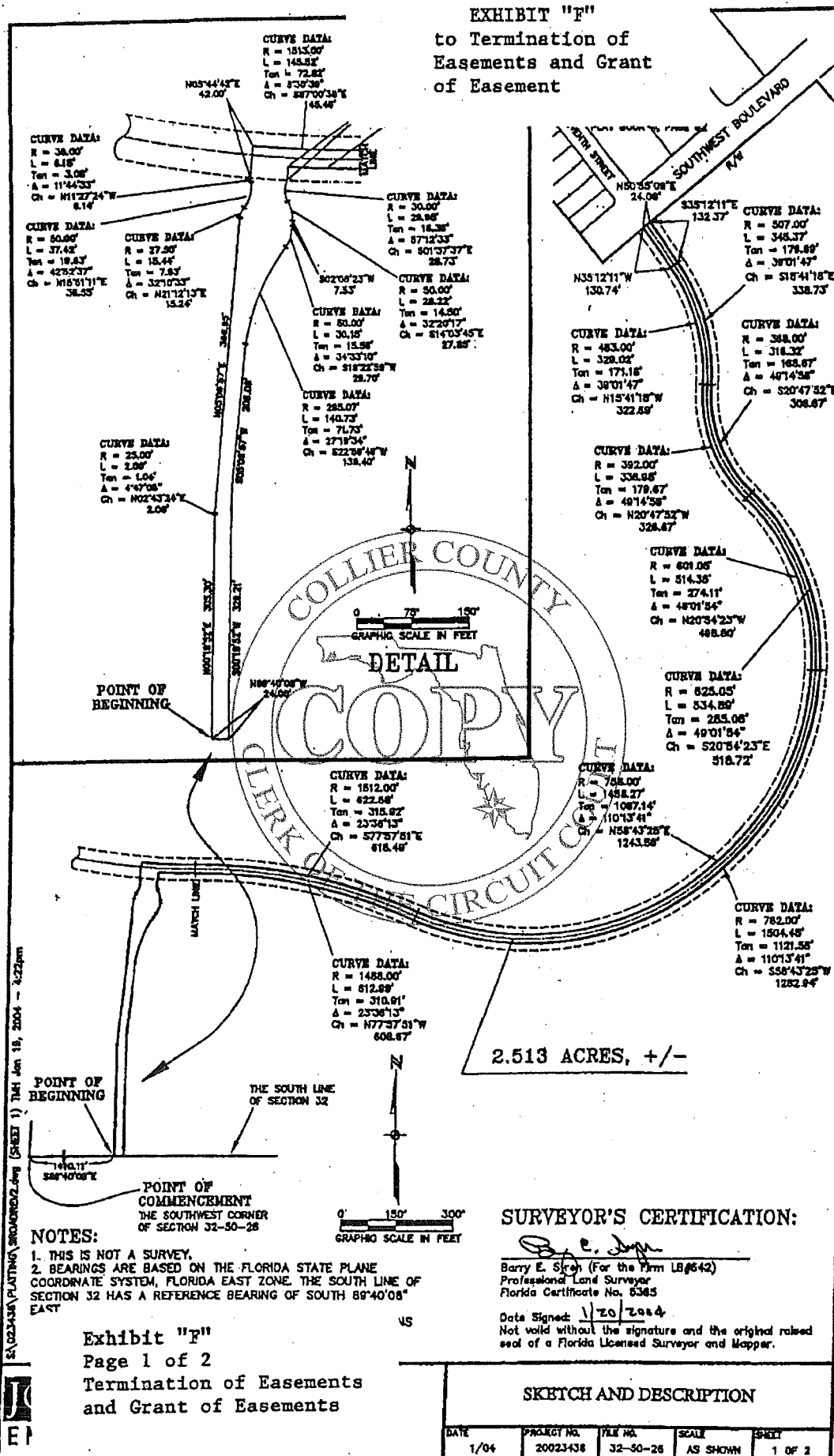


Exhibit "E"
Page 1 of 1
Termination of Easements
and Grant of Easement

✓
OR: 3987 PG: 0510
✓

EXHIBIT "F"
to Termination of
Easements and Grant
of Easement



DESCRIPTION:

A PARCEL OF LAND SITUATED IN SECTION 32, TOWNSHIP 30 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SECTION 32, TOWNSHIP 50 SOUTH, RANGE 28 EAST, COLLIER COUNTY, FLORIDA AND RUN SOUTH 89°40'08" EAST ALONG THE SOUTH LINE OF SAID SECTION 32, A DISTANCE OF 1410.11 FEET TO THE POINT OF BEGINNING; THENCE RUN NORTH 00°18'52" EAST, A DISTANCE OF 305.30 FEET TO THE POINT OF CURVATURE OF A CURVE BEING CONCAVE EASTERLY AND HAVING A RADIUS OF 28.00 FEET, A CENTRAL ANGLE OF 04°47'05" AND A CHORD BEARING AND DISTANCE OF NORTH 02°43'24" EAST, 2.08 FEET, RESPECTIVELY; THENCE RUN NORTHERLY ALONG SAID CURVE, AN ARC DISTANCE OF 2.08 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE RUN NORTH 05°06'57" EAST, A DISTANCE OF 398.95 FEET TO THE POINT OF CURVATURE OF A CURVE BEING CONCAVE EASTERLY AND HAVING A RADIUS OF 27.30 FEET, A CENTRAL ANGLE OF 32°10'33" AND A CHORD BEARING AND DISTANCE OF NORTH 21°21'33" EAST, 15.24 FEET, RESPECTIVELY; THENCE RUN NORTHERLY ALONG SAID CURVE, AN ARC DISTANCE OF 15.44 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE BEING CONCAVE WESTERLY AND HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 42°52'37" AND A CHORD BEARING AND DISTANCE OF NORTH 16°51'11" EAST, 36.55 FEET, RESPECTIVELY; THENCE RUN NORTHERLY ALONG SAID CURVE, AN ARC DISTANCE OF 37.42 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE BEING CONCAVE WESTERLY AND HAVING A RADIUS OF 30.00 FEET, A CENTRAL ANGLE OF 11°44'33" AND A CHORD BEARING AND DISTANCE OF NORTH 11°27'24" WEST, 6.14 FEET, RESPECTIVELY; THENCE RUN NORTHERLY ALONG SAID CURVE, AN ARC DISTANCE OF 6.15 FEET; THENCE RUN NORTH 05°44'42" EAST, A DISTANCE OF 42.00 FEET TO A POINT ON A CURVE BEING CONCAVE NORTHERLY AND HAVING A RADIUS OF 1513.00 FEET, A CENTRAL ANGLE OF 05°30'38" AND A CHORD BEARING AND DISTANCE OF SOUTH 87°00'35" EAST, 145.48 FEET, RESPECTIVELY; THENCE RUN EASTERLY ALONG SAID CURVE, AN ARC DISTANCE OF 145.52 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE BEING CONCAVE SOUTHERLY AND HAVING A RADIUS OF 1512.00 FEET, A CENTRAL ANGLE OF 23°36'13" AND A CHORD BEARING AND DISTANCE OF SOUTH 77°57'51" EAST, 618.48 FEET, RESPECTIVELY; THENCE RUN EASTERLY ALONG SAID CURVE, AN ARC DISTANCE OF 622.88 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE BEING CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 758.00 FEET, A CENTRAL ANGLE OF 11°01'34" AND A CHORD BEARING AND DISTANCE OF NORTH 58°43'25" EAST, 1243.56 FEET, RESPECTIVELY; THENCE RUN NORTHEASTERLY ALONG SAID CURVE, AN ARC DISTANCE OF 1458.27 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE BEING CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 601.06 FEET, A CENTRAL ANGLE OF 49°01'54" AND A CHORD BEARING AND DISTANCE OF NORTH 20°34'23" WEST, 498.80 FEET, RESPECTIVELY; THENCE RUN NORTHWESTERLY ALONG SAID CURVE, AN ARC DISTANCE OF 514.35 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE BEING CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 392.00 FEET, A CENTRAL ANGLE OF 49°14'58" AND A CHORD BEARING AND DISTANCE OF NORTH 20°47'52" WEST, 326.67 FEET, RESPECTIVELY; THENCE RUN NORTHERLY ALONG SAID CURVE, AN ARC DISTANCE OF 336.95 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE BEING CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 463.00 FEET, A CENTRAL ANGLE OF 39°01'47" AND A CHORD BEARING AND DISTANCE OF NORTH 10°41'18" WEST, 322.69 FEET, RESPECTIVELY; THENCE RUN NORTHERLY ALONG SAID CURVE, AN ARC DISTANCE OF 329.02 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE RUN NORTH 35°12'11" WEST, A DISTANCE OF 130.74 FEET TO AN INTERSECTION WITH THE SOUTHERLY RIGHT-OF-WAY LINE OF SOUTHWEST BOULEVARD (100' R/W) AS PER PLAT OF "TRAIL ACRES UNIT 2", A SUBDIVISION RECORDED IN PLAT BOOK 3, PAGE 82 OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA; THENCE RUN NORTH 50°55'09" EAST ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, A DISTANCE OF 24.08 FEET; THENCE RUN SOUTH 35°12'01" EAST, A DISTANCE OF 132.37 FEET TO THE POINT OF CURVATURE OF A CURVE BEING CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 507.00 FEET, A CENTRAL ANGLE OF 39°01'47" AND A CHORD BEARING AND DISTANCE OF SOUTH 15°41'18" EAST, 338.73 FEET, RESPECTIVELY; THENCE RUN SOUTHERLY ALONG SAID CURVE, AN ARC DISTANCE OF 345.37 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE BEING CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 368.00 FEET, A CENTRAL ANGLE OF 49°14'58" AND A CHORD BEARING AND DISTANCE OF SOUTH 20°47'52" EAST, 306.67 FEET, RESPECTIVELY; THENCE RUN SOUTHERLY ALONG SAID CURVE, AN ARC DISTANCE OF 318.32 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE BEING CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 625.08 FEET, A CENTRAL ANGLE OF 49°01'54" AND A CHORD BEARING AND DISTANCE OF SOUTH 20°54'23" EAST, 518.72 FEET, RESPECTIVELY; THENCE RUN SOUTHEASTERLY ALONG SAID CURVE, AN ARC DISTANCE OF 534.89 FEET TO THE POINT OF COMPOUND CURVATURE OF A CURVE BEING CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 782.00 FEET, A CENTRAL ANGLE OF 11°01'34" AND A CHORD BEARING AND DISTANCE OF SOUTH 58°43'25" WEST, 1289.84 FEET, RESPECTIVELY; THENCE RUN SOUTHWESTERLY ALONG SAID CURVE, AN ARC DISTANCE OF 1589.45 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE BEING CONCAVE SOUTHERLY AND HAVING A RADIUS OF 1488.00 FEET, A CENTRAL ANGLE OF 23°36'13" AND A CHORD BEARING AND DISTANCE OF NORTH 77°57'51" WEST, 608.67 FEET, RESPECTIVELY; THENCE RUN WESTERLY ALONG SAID CURVE, AN ARC DISTANCE OF 612.98 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE BEING CONCAVE NORTHERLY AND HAVING A RADIUS OF 1537.00 FEET, A CENTRAL ANGLE OF 03°40'15" AND A CHORD BEARING AND DISTANCE OF NORTH 87°55'48" WEST, 98.48 FEET, RESPECTIVELY; THENCE RUN WESTERLY ALONG SAID CURVE, AN ARC DISTANCE OF 98.48 FEET; THENCE RUN SOUTH 03°34'18" WEST, A DISTANCE OF 18.00 FEET TO A POINT ON A CURVE BEING CONCAVE EASTERLY AND HAVING A RADIUS OF 30.00 FEET, A CENTRAL ANGLE OF 57°12'33" AND A CHORD BEARING AND DISTANCE OF SOUTH 01°37'37" EAST, 28.73 FEET, RESPECTIVELY; THENCE RUN SOUTHERLY ALONG SAID CURVE, AN ARC DISTANCE OF 29.85 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE BEING CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 32°20'17" AND A CHORD BEARING AND DISTANCE OF SOUTH 14°03'45" EAST, 27.85 FEET, RESPECTIVELY; THENCE RUN SOUTHERLY ALONG SAID CURVE, AN ARC DISTANCE OF 28.22 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE RUN SOUTH 02°08'23" WEST, A DISTANCE OF 7.53 FEET TO THE POINT OF CURVATURE OF A CURVE BEING CONCAVE NORTHWESTERLY AND HAVING A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 34°33'10" AND A CHORD BEARING AND DISTANCE OF SOUTH 18°22'59" WEST, 28.70 FEET, RESPECTIVELY; THENCE RUN SOUTHERLY ALONG SAID CURVE, AN ARC DISTANCE OF 30.15 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE BEING CONCAVE SOUTHEASTERLY AND HAVING A RADIUS OF 295.07 FEET, A CENTRAL ANGLE OF 27°19'34" AND A CHORD BEARING AND DISTANCE OF SOUTH 22°59'48" WEST, 139.40 FEET, RESPECTIVELY; THENCE RUN SOUTHWESTERLY ALONG SAID CURVE, AN ARC DISTANCE OF 140.73 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE RUN SOUTH 05°08'57" WEST, A DISTANCE OF 206.09 FEET; THENCE RUN SOUTH 00°19'52" WEST, A DISTANCE OF 329.21 FEET TO AN INTERSECTION WITH SAID SOUTH LINE OF SECTION 32; THENCE RUN NORTH 89°40'08" WEST ALONG SAID SOUTH LINE, A DISTANCE OF 24.00 FEET TO THE SAID POINT OF BEGINNING.

CONTAINING 109,484.01 SQUARE FEET OR 2.513 ACRES OF LAND, MORE OR LESS.

NOTES:

1. THIS IS NOT A SURVEY.
2. BEARINGS ARE BASED ON THE FLORIDA STATE PLANE COORDINATE SYSTEM, FLORIDA EAST ZONE. THE SOUTH LINE OF SECTION 32 HAS A REFERENCE BEARING OF SOUTH 89°40'08" EAST.
3. SUBJECT TO EASEMENTS, RESERVATIONS AND RESTRICTIONS

Exhibit "F"

Page 2 of 2

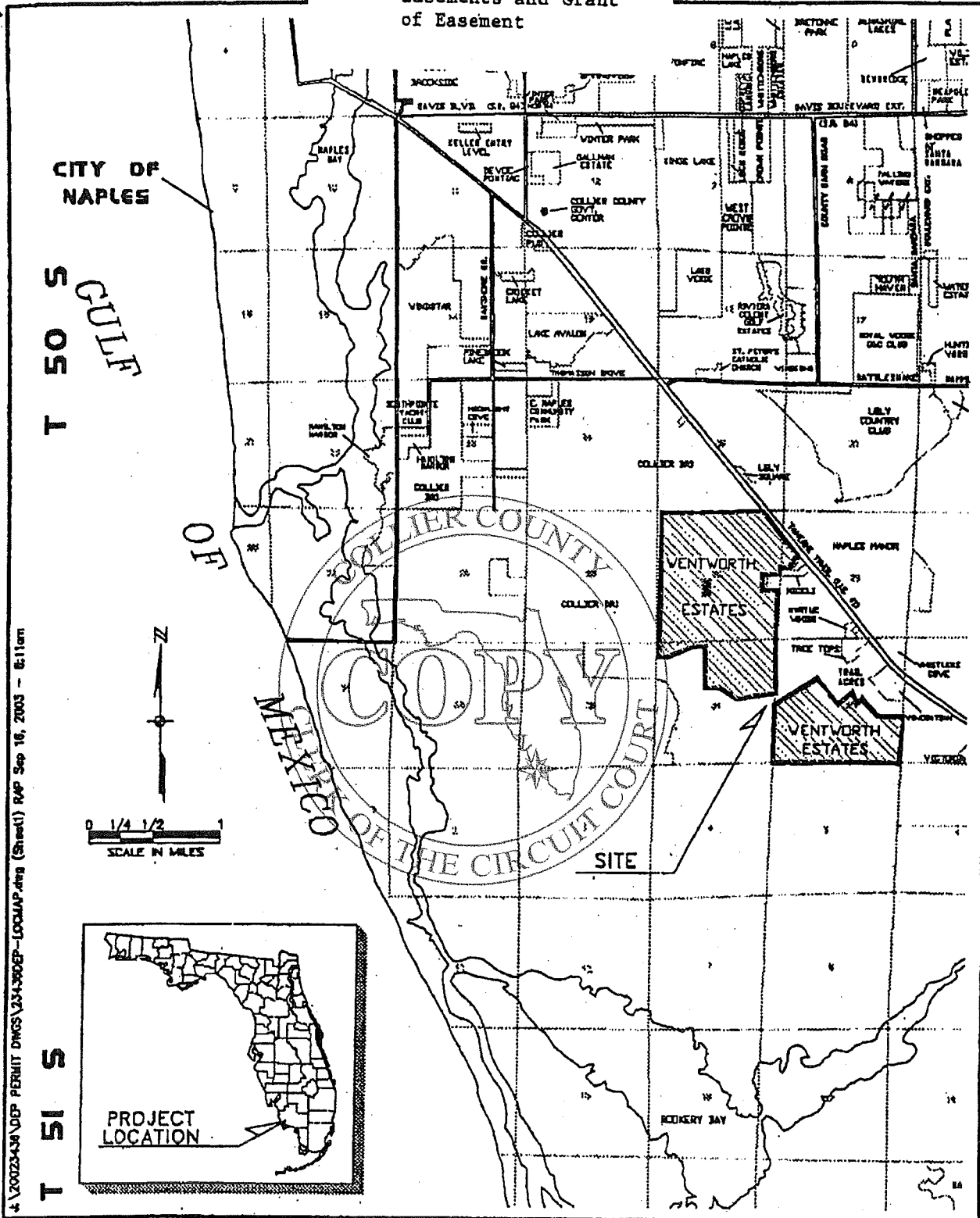
Termination of Easements and Grant of Easement

SKETCH AND DESCRIPTION

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
1/04	20023438	32-50-28		2 OF 2

Exhibit "G"
to Termination of
Easements and Grant
of Easement

OR: 3987 PG: 0513



OR: 3532 PG: 4118

JOHNSON

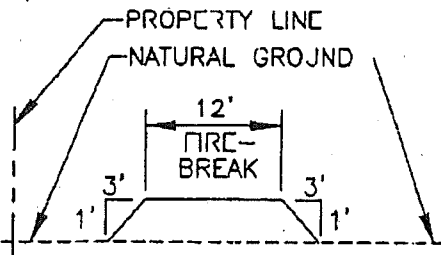
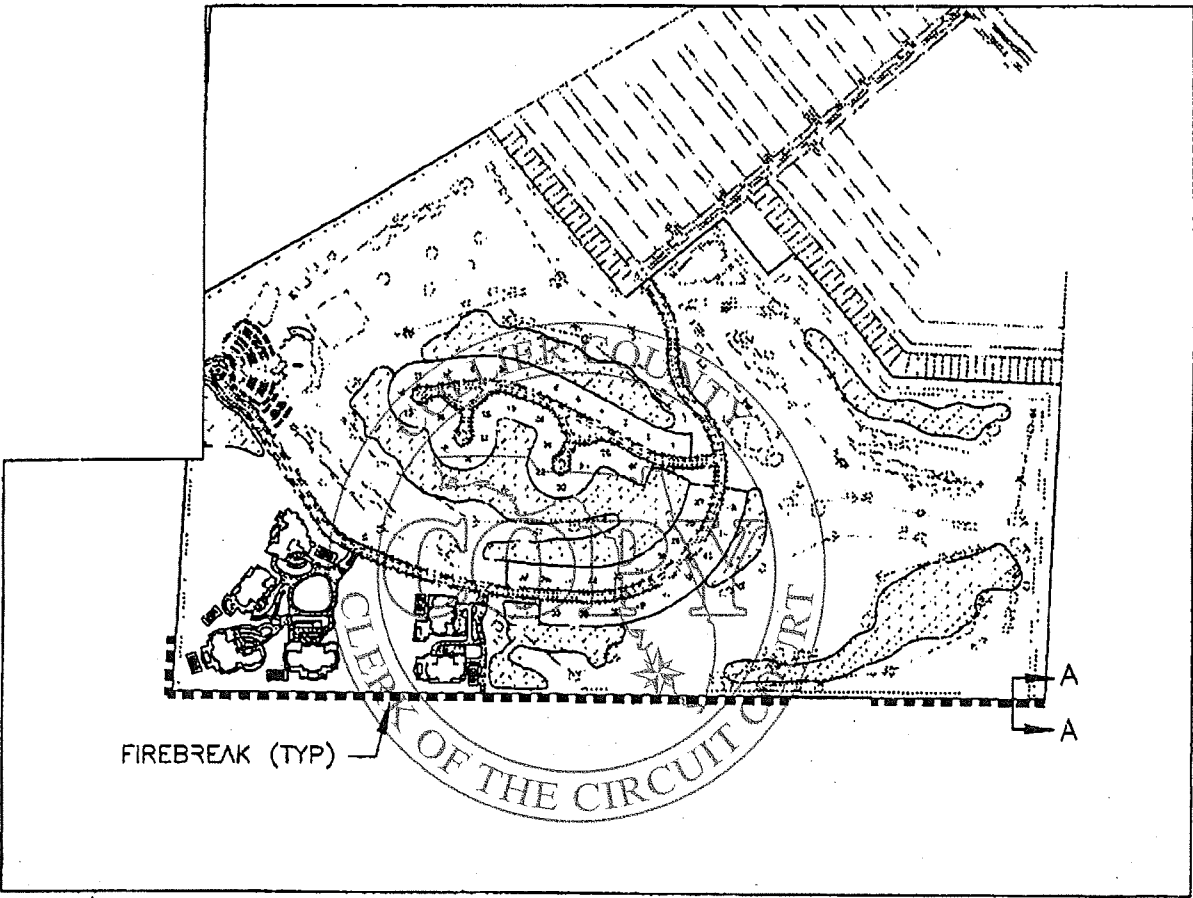
Exhibit "G"
Page 1 of 2
Termination of Easements
and Grant of Easement

2350 STANFORD COURT
NAPLES, FLORIDA 34112
PHONE (239) 434-0048
FAX (239) 434-9320
C.B. #642 & L.B. #642

WENTWORTH ESTATES
PROJECT LOCATION MAP

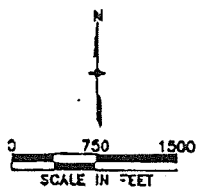
DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
9-17-03	20023438	32-50-26	AS SHOWN	1 of 2

\\Nopci\PROJ-NAE\20023436\DEP PERMIT DWGS\2-FIREBREAK.dwg (South) PML Nov 07, 2003 - 9:22am



SECTION A-A
N/S

NOTE:
Firebreak delineation provided by Rookery Bay.



JOHN
Exhibit "G"
Page 2 of 2
Termination of Easements
and Grant of Easement

2350 STANFORD COURT
NAPLES, FLORIDA 34112
PHONE (239) 434-0046
FAX (239) 434-9320
E.B. #642 & L.B. #642

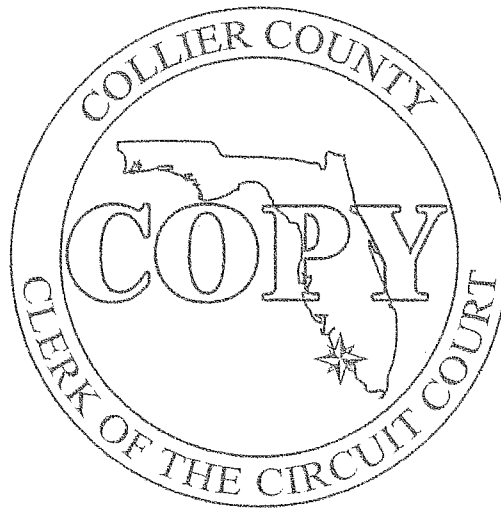
**FIREBREAK LOCATION MAP - SOUTH
WENI WORTH ESTATES**

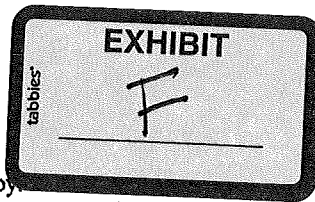
DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
8/20/03	20023436	32-30-26	AS SHOWN	2 of 2

OR: 3987 PG: 4119

EXHIBIT "F"

Termination of Easements and Grant of Easement





3340269 OR: 3496 PG: 3075

RECORDED in OFFICIAL RECORDS of COLLIER COUNTY, FL
02/05/2004 at 12:46PM DWIGHT E. BROCK, CLERK

CONS	10.00
REC FEE	127.50
DOC-.70	.70
COPIES	28.00
MISC	1.00

This instrument was prepared by
Tracy Peters
Department of Environmental
Protection
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000
(850) 245-2720

Retd: ATTN: J KAHNENSOHN
PORTER WRIGHT ET AL
5801 PELICAN BAY BLVD #300
NAPLES FL 34108 2709

TERMINATION OF EASEMENTS AND GRANT OF EASEMENT

This Termination of Easements and Grant of Easement is made this 28th day of January, 2004, by and between John F Stanley, as Trustee of the Lely Lakes Land Trust Dated September 23, 1998 (hereinafter referred to as "LLLT"); Commercial Properties Southwest, Inc., a Florida corporation (hereinafter referred to as "CPS"); Lely Development Corporation, a Texas corporation and authorized to do business in the State of Florida (hereinafter referred to as "LDC"); and the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida (hereinafter referred to as "IITF").

WHEREAS

A CPS, LDC, and Investors Real Estate Southwest Corporation (now CPS) conveyed to LLLT the property located in Collier County, Florida, described in Exhibit "A" attached hereto and by reference made a part hereof (hereinafter referred to as "IITF Property"), for the ultimate purpose of conveying said lands to IITF; and

B LLLT conveyed to IITF the IITF Property described in that Warranty Deed recorded in Official Records Book 2524, Page 3414, Public Records of Collier County, Florida, a copy of which is attached hereto as "Exhibit A" and by reference made a part hereof; and

C LLLT reserved unto itself and its successors and assigns a 65-foot wide easement for a service road ("Service Road Easement"), and a 45-foot wide easement for a golf cart path ("Golf Cart Easement"), which are described in that Warranty Deed recorded in Official Records Book 2524, Page 3414, Public Records of Collier County, Florida; and

D CPS and LDC now propose to develop their adjacent lands which are served by the Service Road and Golf Cart Easements and are seeking to merge the Service Road and Golf Cart Easements into a single easement for roadway and utility purposes; and

E LLLT has no objection to the proposed merger of the Service Road Easement and Golf Course Easement.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, LLLT, CPS, LDC, and IITF hereby agree as follows:

TERMS OF AGREEMENT

1 Adoption of Recitals The foregoing Recitals are hereby acknowledged as being true and correct and the same are hereby adopted as part of this Termination of Easements and Grant of Easement.

OR: 3987 PG: 0516

2. Termination of Easements LLLI, CPS and LDC hereby terminate and release all of their rights, title and interest in and to the Service Road Easement and Golf Cart Easement which are described in that Warranty Deed recorded in Official Records Book 2524, Page 3414, Public Records of Collier County.

3. Grant of Easement TIITF hereby grants to CPS and LDC, as the owners of the lands adjacent to the TIITF Property (hereinafter referred to as "Grantees"), a non-exclusive easement for ingress and egress and utilities over, under and across the lands described in Exhibit "B" attached hereto and by reference made a part hereof (hereinafter referred to as the "Replacement Easement") for the use and benefit of and appurtenant to Grantees' lands described in Exhibit "C" for as long as the Replacement Easement is used for ingress and egress and utilities. In the event the Replacement Easement is ever abandoned for ingress and egress and utilities, all rights, title, and interest conveyed under this instrument shall automatically revert to TIITF, unless sooner terminated pursuant to the provisions of the Replacement Easement.

4. Contingency TIITF's grant of the Replacement Easement is contingent upon Grantees, their successors and assigns:

A. Constructing and maintaining a paved roadway within the Replacement Easement in accordance with design criteria described in Exhibit "D" attached hereto and by reference made a part hereof at the obligation and expense of Grantees, their successors and assigns. Speed limits within the Replacement Easement shall be limited to 20 miles per hour or less at all times. Grantees agree to maintain all improvements within the Replacement Easement. Design of the roadway shall include, at a minimum, two (2) 4-foot x 8-foot box culverts and ten (10) 36-inch RCP culverts or equivalent, the design and location of which shall be subject to applicable local, state, and federal permitting requirements, and shall be coordinated with the Manager, Rookery Bay National Estuarine Research Reserve (RBNERR). Grantees shall use only native vegetation in landscaping the roadway. TIITF shall have no obligation to construct or maintain any improvements within the Replacement Easement. In the event Grantees, their successors or assigns, fail to construct and maintain the roadway as required by the Replacement Easement, the Replacement Easement will automatically and immediately terminate and the Golf Cart Easement and Service Road Easement will automatically and immediately be reimposed on the TIITF Property, and CPS and LDC and their successors and assigns will restore, at Grantees' expense, the TIITF Property to the same condition in existence at the time of execution of the Replacement Easement.

B. Constructing a firebreak along the boundary of RBNERR as depicted in Exhibit "E" attached hereto and by reference made a part hereof. Grantees shall be responsible for obtaining and paying for any permits required for construction of the firebreak.

5. General The Replacement Easement shall be binding upon, and inure to the benefit of the parties hereto and their respective successors and assigns, and shall constitute a covenant running with the lands described in Exhibit "B". The invalidity, in whole or in part, of any terms or any section, subsection, sentence, clause, phrase, word, or other provision of the Replacement Easement shall not affect the remaining portions thereof. The Replacement Easement shall be governed by the laws of the State of Florida as they may be amended from time to time. The Replacement Easement may only be modified by a future writing executed by TIITF and Grantees, or their successors and assigns. Grantees shall record this Termination of Easements and Grant of Easement in the Public Records of Collier County, Florida, and Grantees shall pay the documentary tax, recording fees and all taxes and costs associated with this Termination of Easements and Grant of Easement.

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals the day and year first written above.

Witnesses:

Lorraine Garkewsky
Printed Name: Lorraine Garkewsky

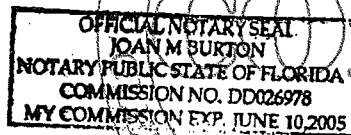
Joan M. Burton
Printed Name: JOAN M. BURTON

John F. Stanley
John F. Stanley, as Trustee of the Lely Lakes
Land Trust Dated September 23, 1998

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this 29 day of Jan, 2004 by John F. Stanley, as Trustee of the Lely Lakes Land Trust Dated September 23, 1998. He is personally known to me, or has produced _____ as identification.

(Seal)



Joan M. Burton
Notary Public
My Commission Expires:

Lely Development Corporation,
a Texas corporation

Witnesses:

B. Lange Brewer
Printed Name: B. Lange Brewer

P. Langechele
Printed Name: P. Langechele

By: [Signature]
Print/Type Name

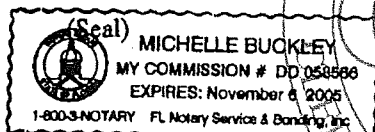
Title: Pres

(Corporate Seal)

"LDC"

STATE OF ~~TEXAS~~ FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this 22ND day of JANUARY, 2004, by LUKE DE LANGE, as PRESIDENT, of Lely Development Corporation, a Texas corporation, on behalf of the corporation. He/she is personally known to me, or has produced PERSONALLY (type of identification) as identification. NOTE: If a type of identification is not inserted in the blank provided, then the person executing this instrument was personally known to me.



Notary Public
My Commission Expires: 11-6-05

Commercial Properties Southwest, Inc.,
a Florida corporation

Witnesses:

Bdelange-Brewer
Printed Name: Birgit Delange-Brewer
Kangchele
Printed Name: Vester Kangchele

By: Margaret de Romy
Print/Type Name MARGARET DE LANGE

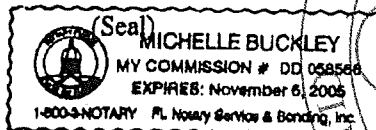
Title: PRESIDENT

(Corporate Seal)

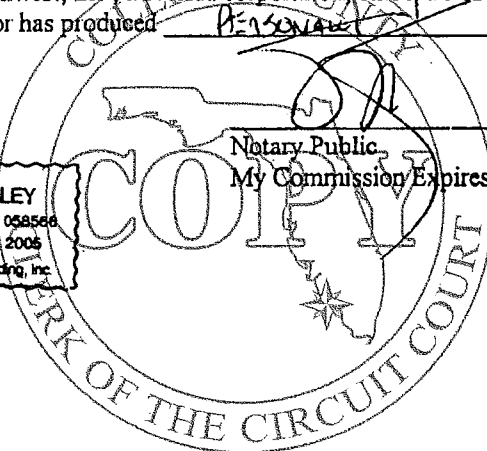
"CPS"

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this 22ND day of JANUARY, 2004, by MARGARET deLANGE as PRESIDENT of Commercial Properties Southwest, Inc., a Florida corporation, on behalf of the corporation. He/she is personally known to me, or has produced PERSONAL as identification.



Notary Public
My Commission Expires: 11-6-05



Witnesses:

Tracy Peters
Printed Name: TRACY PETERS

Judy Woodard
Printed Name: Judy Woodard

BOARD OF TRUSTEES OF THE INTERNAL
IMPROVEMENT TRUST FUND OF THE
STATE OF FLORIDA

By: Gloria C. Nelson
Gloria C. Nelson, Operations and Management
Consultant Manager, Bureau of Public Land
Administration, Division of State Lands,
Department of Environmental Protection

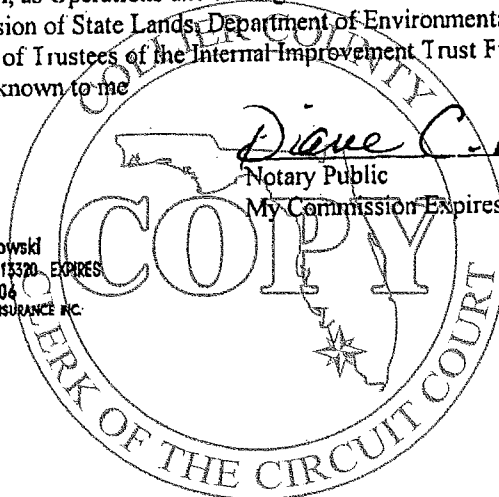
STATE OF FLORIDA
COUNTY OF LEON

The foregoing instrument was acknowledged before me this 28th day of January, 2004 by Gloria C. Nelson, as Operations and Management Consultant Manager, Bureau of Public Land Administration, Division of State Lands, Department of Environmental Protection, as agent for and on behalf of the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida, who is personally known to me.

(Seal)



Diane C. Rogowski
MY COMMISSION # DD113320 EXPIRES
May 24, 2006
BONDED THRU TROY FAIR INSURANCE INC.



Diane C. Rogowski
Notary Public
My Commission Expires:

American Home Title
6703 North Hines Avenue
Tampa, Florida 33614

EXHIBIT "A"
to Termination of
Easements and Grant
of Easement

RECORDED in OFFICIAL RECORDS of COLLIER COUNTY, FL
03/18/1999 at 11:06AM DWIGHT R. BROCK, CLERK
CON# 5125006.00
RHC JHH 60.00
DQC-.70 35875.00

WARRANTY DEED
(STATUTORY FORM - SECTION 689.02, F.S.)

THIS INDENTURE, made this 15 day of March, A.D. 1999, between, John F. Stanley, as Trustee of the Lely Lakes Land Trust Dated September 23, 1998, whose post office address is 2660 Airport Road South, Naples, Florida 34112, of the County of Collier in the State of Florida, grantor, and the BOARD OF TRUSTEES OF THE INTERNAL IMPROVEMENT TRUST FUND OF THE STATE OF FLORIDA, whose post office address is c/o Florida Department of Environmental Protection, Division of State Lands, 3900 Commonwealth Boulevard, Mail Station 115, Tallahassee, FL 32399-3000, grantee,

Retn:
AMERICAN HOME TITLE INSURANCE
6703 N HINES AVE
TAMPA FL 33614

R=820001

(Wherever used herein the terms "grantor" and "grantee" include all the parties to this instrument and their heirs, legal representatives, successors and assigns. "Grantor" and "grantee" are used for singular and plural, as the context requires and the use of any gender shall include all genders.)

WITNESSETH: That the said grantors, for and in consideration of the sum of Ten Dollars and other good and valuable considerations, to said grantors in hand paid by said grantee, the receipt whereof is hereby acknowledged, have granted, bargained and sold to the said grantee, and grantee's successors and assigns forever, the following described land situate, lying and being in Collier County, Florida, to-wit:

See Exhibit "A" attached hereto and by reference made a part hereof.

Property Appraiser's Parcel Identification Number: 00730640002 (parcel 135)
00730720003 (parcel 203)
00439680004 (parcel 213)
00439760005 (parcel 216)
00439800004 (parcel 214)

The Grantor herein reserves unto itself and its successors and assigns perpetual, non-exclusive easements (the "Easements") for ingress and egress over and across the property described in Exhibits "B-1" and "B-2" attached hereto and by reference made a part hereof, the terms and conditions of said reservation being more fully set forth in said Exhibit "B."

The Grantor also reserves unto itself and its successors and assigns a temporary, non-exclusive easement for access to a monitoring well, over and across the property described in Exhibit "C-1" attached hereto and by reference made a part hereof, the terms and conditions of said reservation being more fully set forth in said Exhibit "C."

This conveyance is subject to easements, restrictions, limitations and conditions of record if any now exist, but any such interests that may have been terminated are not hereby reimposed.

This property is not the homestead property of the grantor, nor contiguous to homestead property, as such homestead is defined under Florida law.

AND the said grantors do hereby fully warrant the title to said land, and will defend the same against the lawful claims of all persons whomsoever.

IN WITNESS WHEREOF the grantors have hereunto set grantors' hands and seals, the day and year first above written.

Signed, sealed and delivered in
the presence of:

Rebecca Jane McKay
(Signature of First Witness)

John F. Stanley, Trustee
John F. Stanley, as Trustee of the Lely Lakes Land Trust
Dated September 23, 1998

Rebecca Jane McKay
(Printed, Typed or Stamped Name
of First Witness)

Jacquelyne Farrell
(Signature of Second Witness)

Jacquelyne Farrell
(Printed, Typed or Stamped Name
of Second Witness)

ADF74506231

OR: 3496 PG: 3081

OR: 3987 PG: 0522

✓ OR: 3496 PG: 3082 ✓

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this 15th day of March, 1999, by John F. Stanley, Trustee of the Lely Lakes Land Trust Dated September 23, 1998. Such person (Notary Public must check applicable box):

☒ is personally known to me.
☐ produced a driver license.
☐ produced _____ as identification.

(NOTARY PUBLIC SEAL)



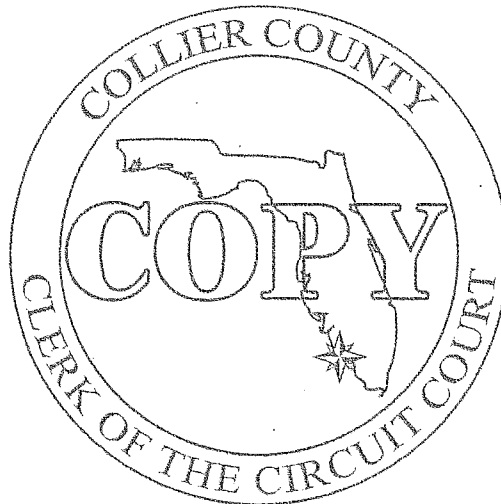
REBECCA JANE MCKAY
My Comm Exp. 3/18/99
Bonded By Service Ins
No. CC437951

☒ Personally Known ☐ Other I.D.

Rebecca Jane McKay
Notary Public

Rebecca Jane McKay
(Printed, Typed or Stamped Name of Notary Public)

Commission No.: CC437951



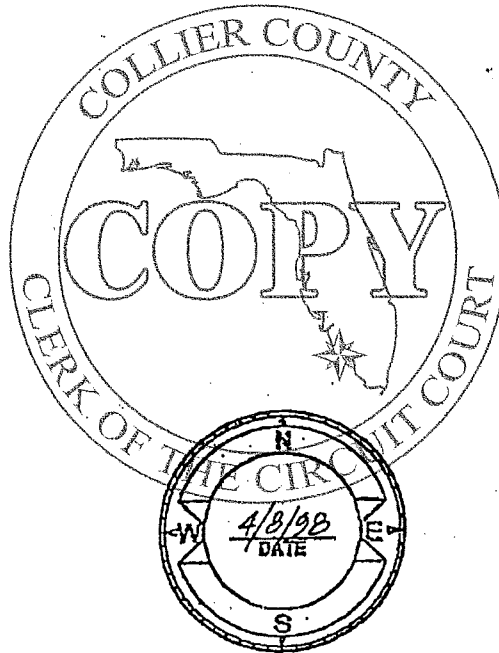
✓ OR: 3987 PG: 0523 ✓

APPROVED
AS TO FORM AND LEGALITY

JUL 28 1999
[Signature]
By: Peter Fodor
(DEP Attorney)

"EXHIBIT A"

The Northwest quarter of the Southeast quarter; and the South half of the North half of the Northeast quarter of the Southeast quarter; and the North half of the Northeast quarter of the Southeast quarter; and the North half of the Northwest quarter of the Southeast quarter; and the Southeast quarter of the Northeast quarter; all in Section 5, Township 51 South, Range 26 East, Collier County, Florida:



Rookery Bay
Parcel 135

✓ OR: 3496 PG: 3083 ✓

✓ OR: 3987 PG: 0524 ✓

EXHIBIT "A"

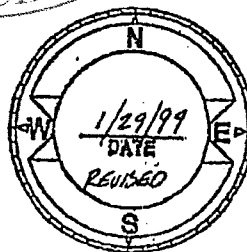
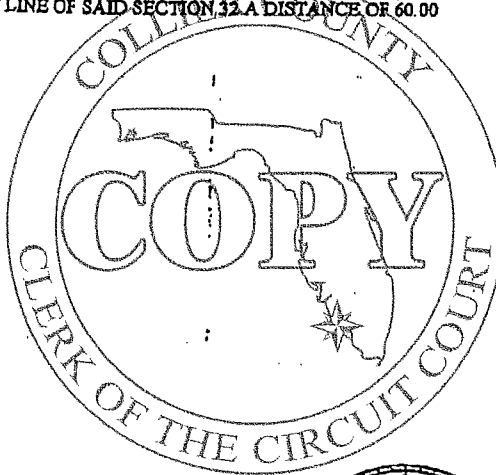
THE SOUTHWEST ONE-QUARTER (SW 1/4) OF THE NORTHEAST ONE-QUARTER (NE 1/4) AND THE NORTHWEST ONE-QUARTER (NW 1/4) OF THE NORTHEAST ONE-QUARTER (NE 1/4) OF SECTION 5, TOWNSHIP 51 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA.

TOGETHER WITH THE FOLLOWING 60.00 FOOT WIDE EASEMENTS FOR INGRESS AND EGRESS;

THE SOUTH 60.00 FEET OF SECTION 32, TOWNSHIP 50 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA; AND THE EAST 60.00 FEET OF SAID SECTION 32, LYING SOUTH OF TRAIL ACRES UNIT 3, A SUBDIVISION RECORDED IN PLAT BOOK 3 PAGE 94 OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA;

AND

A 60.00 FOOT WIDE STRIP OF LAND DESCRIBED AS FOLLOWS:
BEGINNING AT THE SOUTHEAST CORNER OF LOT 45, BLOCK THREE OF TRAIL ACRES UNIT 3, A SUBDIVISION RECORDED IN PLAT BOOK 3, PAGE 94 OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA, RUN N 87°34'19" W ALONG THE SOUTHERLY LINE OF SAID SUBDIVISION 1003.95 FEET TO THE PERMANENT REFERENCE MONUMENT INDICATED ON THE PLAT OF SAID SUBDIVISION; THENCE N 39°01'39" W ALONG THE SOUTHWESTERLY LINE OF SAID SUBDIVISION 962.19 FEET TO THE SOUTHEASTERLY CORNER OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2312, PAGE 2720 OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA; THENCE ALONG THE LINES OF SAID LANDS S 50°58'21" W 200.00 FEET; THENCE N 39°04'51" W 430.00 FEET TO THE SOUTHEASTERLY RIGHT OF WAY LINE OF SOUTHWEST BOULEVARD; THENCE S 50°55'09" W ALONG SAID LINE 60.00 FEET; THENCE S 39°04'51" E 489.94 FEET; THENCE N 50°58'21" E 199.94 FEET; THENCE S 39°01'39" E 929.25 FEET; THENCE S 87°34'19" E 1030.88 FEET TO THE EAST LINE OF SAID SECTION 32; THENCE N 02°32'54" E ALONG THE EAST LINE OF SAID SECTION 32 A DISTANCE OF 60.00 FEET TO THE POINT OF BEGINNING.



Rookery Bay/Lely Lakes
Parcel 203

OR: 3496 PG: 3084

OR: 3987 PG: 0525

EXHIBIT "A"

ALL OF SECTION 31, TOWNSHIP 30 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA, EXCEPTING AND RESERVING THE FOLLOWING:

PARCEL "A"

BEGINNING AT THE SW CORNER OF SECTION 31, TOWNSHIP 30 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA, THENCE NORTH 00°01'00" WEST ALONG THE WEST SECTION LINE OF SAID SECTION 31, 3338.94 FEET; THENCE LEAVING SAID SECTION LINE SOUTH 82°07'00" EAST ALONG THE ADJUSTED ORIGINAL MEANDER LINE, ACCORDING TO THE OFFICIAL TOWNSHIP PLAT OF 1876 AS RESURVEYED BY THE BUREAU OF LAND MANAGEMENT (BLM) IN 1967, A DISTANCE OF 382.14 FEET; THENCE CONTINUING ALONG SAID MEANDER LINE SOUTH 39°52'00" EAST, 456.62 FEET; THENCE CONTINUING ALONG SAID MEANDER LINE SOUTH 21°34'00" EAST, 598.62 FEET; THENCE CONTINUING ALONG SAID MEANDER LINE SOUTH 00°16'00" EAST, 428.34 FEET; THENCE CONTINUING ALONG SAID MEANDER LINE SOUTH 22°08'00" WEST, 599.28 FEET; THENCE CONTINUING ALONG SAID MEANDER LINE SOUTH 13°51'00" WEST, 429.66 FEET; THENCE CONTINUING ALONG SAID MEANDER LINE SOUTH 17°44'00" WEST, 717.42 FEET; THENCE CONTINUING ALONG SAID MEANDER LINE SOUTH 06°40'00" WEST, 297.66 FEET TO A POINT ON THE SOUTH LINE OF SECTION 31; THENCE SOUTH 89°57'00" WEST ALONG SAID SOUTH LINE OF SECTION 31, A DISTANCE 307.56 FEET TO THE SW CORNER OF SECTION 31 AND THE POINT OF BEGINNING.

PARCEL "B"

BEGINNING AT THE MEANDER CORNER MARKING THE SOUTHWEST CORNER OF GOVERNMENT LOT 3, SECTION 31, TOWNSHIP 30 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA, ACCORDING TO THE OFFICIAL TOWNSHIP PLAT OF 1876 AS RESURVEYED BY THE BUREAU OF LAND MANAGEMENT (BLM) IN 1967, SAID MEANDER CORNER BEING 307.56 FEET EAST OF THE SOUTHWEST CORNER OF SAID SECTION AND TOWNSHIP; THENCE RUN NORTH 6°40' EAST, ALONG SAID MEANDER LINE OF THE 1876 SURVEY AS ADJUSTED BY THE BLM IN 1967, FOR 297.66 FEET TO A SPECIAL MEANDER CORNER SET BY BLM IN 1967; THENCE RUN NORTH 17°44' EAST, STILL ALONG SAID ADJUSTED MEANDER LINE, FOR 151.63 FEET; THENCE NORTH 89°57' EAST, FOR 345.61 FEET; THENCE SOUTH 0°03' EAST, FOR 440 FEET, TO THE SOUTH LINE OF SAID SECTION AND TOWNSHIP; THENCE SOUTH 89°57' WEST, ALONG SAID SOUTH LINE FOR 426.73 FEET TO THE POINT OF BEGINNING;

PARCEL "C"

THE SOUTH 40.00 ACRES OF SECTION 31, TOWNSHIP 30 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA, BEING BOUNDED ON THE EAST BY THE EAST LINE OF SAID SECTION 31; BOUNDED ON THE SOUTH BY THE SOUTH LINE OF SAID SECTION 31; BOUNDED ON THE WEST BY THE EAST LINE OF THAT LAND DESCRIBED IN O.R. BOOK 922, PAGE 1719, COLLIER COUNTY PUBLIC RECORDS, COLLIER COUNTY, FLORIDA; AND BOUNDED ON THE NORTH BY A LINE PARALLEL WITH THE SOUTH LINE OF SAID SECTION 31;

PARCEL "D"

BEGIN AT THE NORTHEAST CORNER OF SECTION 31, TOWNSHIP 30 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA, THENCE S 16°04'55" W 2843.44' ALONG THE NORTH LINE OF SAID SECTION 31 TO THE WEST LINE OF A 110' WIDE FLORIDA POWER & LIGHT RIGHT-OF-WAY, RECORDED IN OFFICIAL RECORD BOOK 194, PAGE 601 OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA; THENCE S 01°35'00" W 1854.75' ALONG THE WEST LINE OF SAID RIGHT-OF-WAY LINE; THENCE LEAVING SAID RIGHT-OF-WAY LINE S 89°29'19" E 2788.21' TO THE EAST LINE OF SAID SECTION 31; THENCE N 02°45'35" E 2075.63' ALONG THE EAST LINE OF SAID SECTION 31 TO THE POINT OF BEGINNING.

Rockery Bay / Ledy Lakes
Parcel 213
Sheet 1 of 2
Revised

BSM APPROVED
By J.A. Date 3/10/99

OR. 3496 PG. 3085

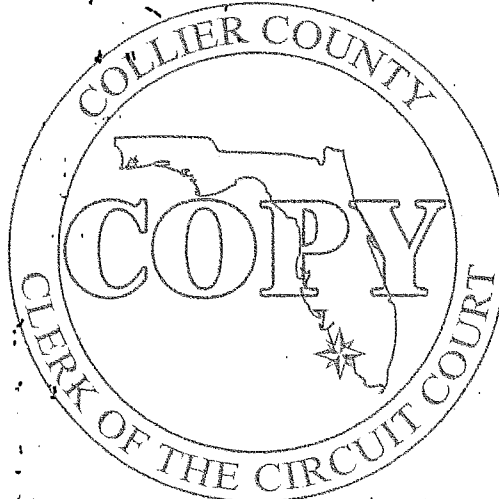
OR. 3987 PG. 0526

PARCEL "B"

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 31, TOWNSHIP 50 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA; THENCE ALONG THE WEST LINE OF SAID SECTION 31 N 00°19'35" E 3702.84 FEET TO A POINT OF BEGINNING; THENCE CONTINUE N 00°19'35" E ALONG SAID SECTION LINE 1152.07 FEET TO THE NORTHWEST CORNER OF SAID SECTION 31; THENCE N 86°04'55" E ALONG THE NORTH LINE OF SAID SECTION 31 A DISTANCE OF 1919.18 FEET TO A POINT WHICH INTERSECTS THE WESTERLY LINE OF A 110 FOOT WIDE FLORIDA POWER AND LIGHT RIGHT-OF-WAY EASEMENT, AS RECORDED IN O.R. BOOK 194, PAGES 601-602, PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA; THENCE S 01°35'00" W ALONG SAID WESTERLY LINE 179.06 FEET TO A POINT; THENCE LEAVING SAID WESTERLY LINE N 89°27'15" W 508.31 FEET TO A POINT; THENCE S 70°33'22" W 1109.51 FEET TO A POINT; THENCE N 90°00'00" W 307.62 FEET TO A POINT; THENCE S 00°19'35" W 740.00 FEET TO A POINT; THENCE N 89°40'05" W 50.00 FEET TO THE POINT OF BEGINNING.

PARCEL "F"

COMMENCING AT THE NORTHEAST CORNER OF SECTION 31, TOWNSHIP 50 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA; THENCE ALONG THE NORTH LINE OF SAID SECTION 31 S 86°04'55" W 2843.44 FEET TO A POINT WHICH INTERSECTS THE WEST LINE OF A 110 FOOT WIDE FLORIDA POWER AND LIGHT RIGHT-OF-WAY EASEMENT, AS RECORDED IN OFFICIAL RECORD BOOK 194, PAGES 601-602 OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA; THENCE ALONG SAID WESTERLY LINE S 01°35'00" W 1834.75 FEET; THENCE LEAVING SAID WESTERLY LINE S 89°29'19" E 558.68 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE S 89°29'19" E 2229.53 FEET TO THE EAST LINE OF SAID SECTION 31; THENCE ALONG SAID EAST LINE S 02°43'35" W 259.86 FEET; THENCE LEAVING SAID EAST LINE S 83°30'57" W 1548.71 FEET; THENCE N 56°10'37" W 816.27 FEET TO THE POINT OF BEGINNING.



BSM APPROVED
By J.A. Date 3/17/99

Rocky Bay / Lily Lakes
Parcel 213
Sheet 2 of 2
Revised

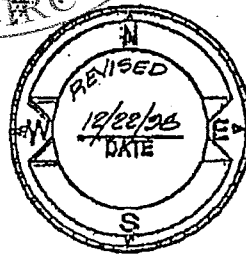
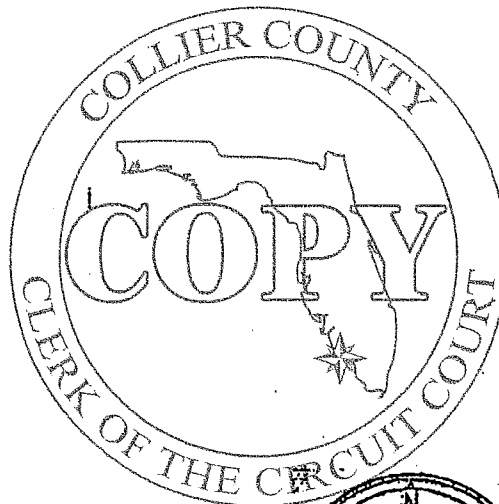
OR: 3496 PG: 3086

OR: 3987 PG: 0527

"EXHIBIT A"

BEGINNING AT THE SW CORNER OF SECTION 31, TOWNSHIP 50 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA, THENCE NORTH 00°01'00" WEST ALONG THE WEST SECTION LINE OF SAID SECTION 31, 3338.94 FEET; THENCE LEAVING SAID SECTION LINE SOUTH 82°07'00" EAST ALONG THE ADJUSTED ORIGINAL MEANDER LINE, ACCORDING TO THE OFFICIAL TOWNSHIP PLAT OF 1876 AS RESURVEYED BY THE BUREAU OF LAND MANAGEMENT (BLM) IN 1967, A DISTANCE OF 382.14 FEET; THENCE CONTINUING ALONG SAID MEANDER LINE SOUTH 39°52'00" EAST, 456.62 FEET; THENCE CONTINUING ALONG SAID MEANDER LINE SOUTH 21°34'00" EAST, 598.62 FEET; THENCE CONTINUING ALONG SAID MEANDER LINE SOUTH 00°16'00" EAST, 428.34 FEET; THENCE CONTINUING ALONG SAID MEANDER LINE SOUTH 22°08'00" WEST, 599.28 FEET; THENCE CONTINUING ALONG SAID MEANDER LINE SOUTH 13°51'00" WEST, 429.66 FEET; THENCE CONTINUING ALONG SAID MEANDER LINE SOUTH 17°44'00" WEST, 717.42 FEET; THENCE CONTINUING ALONG SAID MEANDER LINE SOUTH 06°40'00" WEST, 297.66 FEET TO A POINT ON THE SOUTH LINE OF SECTION 31; THENCE SOUTH 89°57'00" WEST ALONG SAID SOUTH LINE OF SECTION 31, A DISTANCE 307.56 FEET TO THE SW CORNER OF SECTION 31 AND THE POINT OF BEGINNING.

LESS AND EXCEPT, ALL LANDS LYING BELOW THE MEAN HIGH WATER LINE OF SAND HILL BAY.



Rookery Bay / Lily Lakes
Parcel 214

✓ OR: 3496 PG: 3087 ✓

✓ OR: 3987 PG: 0528 ✓

"EXHIBIT A"

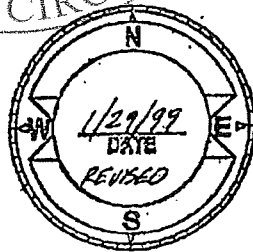
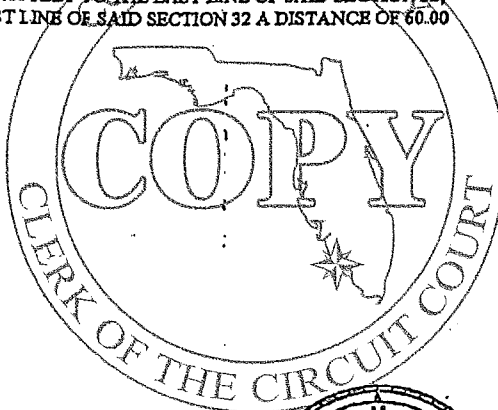
THE SOUTH 40.00 ACRES OF SECTION 31, TOWNSHIP 50 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA, BEING BOUNDED ON THE EAST BY THE EAST LINE OF SAID SECTION 31; BOUNDED ON THE SOUTH BY THE SOUTH LINE OF SAID SECTION 31; BOUNDED ON THE WEST BY THE EAST LINE OF THAT LAND DESCRIBED IN O.R. BOOK 922, PAGE 1710, COLLIER COUNTY PUBLIC RECORDS, COLLIER COUNTY, FLORIDA; AND BOUNDED ON THE NORTH BY A LINE PARALLEL WITH THE SOUTH LINE OF SAID SECTION 31.

TOGETHER WITH THE FOLLOWING 60.00 FOOT WIDE EASEMENTS FOR INGRESS AND EGRESS;

THE SOUTH 60.00 FEET OF SECTION 32, TOWNSHIP 50 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA; AND THE EAST 60.00 FEET OF SAID SECTION 32, LYING SOUTH OF TRAIL ACRES UNIT 3, A SUBDIVISION RECORDED IN PLAT BOOK 3 PAGE 94 OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA;

AND

A 60.00 FOOT WIDE STRIP OF LAND DESCRIBED AS FOLLOWS:
BEGINNING AT THE SOUTHEAST CORNER OF LOT 45, BLOCK THREE OF TRAIL ACRES UNIT 3, A SUBDIVISION RECORDED IN PLAT BOOK 3, PAGE 94 OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA, RUN N 87°34'19" W ALONG THE SOUTHERLY LINE OF SAID SUBDIVISION 1003.95 FEET TO THE PERMANENT REFERENCE MONUMENT INDICATED ON THE PLAT OF SAID SUBDIVISION; THENCE N 39°01'39" W ALONG THE SOUTHWESTERLY LINE OF SAID SUBDIVISION 962.19 FEET TO THE SOUTHEASTERLY CORNER OF THOSE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 2312, PAGE 2720 OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA; THENCE ALONG THE LINES OF SAID LANDS S 50°58'21" W 200.00 FEET; THENCE N 39°04'51" W 430.00 FEET TO THE SOUTHEASTERLY RIGHT OF WAY LINE OF SOUTHWEST BOULEVARD; THENCE S 50°55'09" W ALONG SAID LINE 60.00 FEET; THENCE S 39°04'51" E 489.94 FEET; THENCE N 50°58'21" E 199.94 FEET; THENCE S 39°01'39" E 929.25 FEET; THENCE S 87°34'19" E 1030.88 FEET TO THE EAST LINE OF SAID SECTION 32; THENCE N 02°32'54" E ALONG THE EAST LINE OF SAID SECTION 32 A DISTANCE OF 60.00 FEET TO THE POINT OF BEGINNING.



Rookery Bay / Lely Lakes
Parcel 216

✓ OR: 3496 PG: 3088 ✓

✓ OR: 3987 PG: 0529 ✓

EXHIBIT "B"

RESERVING unto Grantor, its successors and assigns, Perpetual non-exclusive Easements (the "Easements") for Ingress and Egress over and across the property described in Exhibits "B-1" and "B-2" attached hereto (hereinafter "the Servient Estate"). The Easements reserved for the benefit of Grantor, its successors and assigns, as owner of the adjacent property (hereinafter "the Dominant Estate") are perpetual, non-exclusive easements for ingress and egress over the Servient Estate, upon the following terms and conditions:

1. Character of the Easement. The Easements are perpetual, non-exclusive and appurtenant, and shall run with the title to the Dominant Estate for the benefit of Grantor, its successors, assigns, tenants, invitees and licensees

2. Description of the Easement. The Easements reserved hereunder are further described as follows:

(a) An Easement for right-of-way purposes and access for ingress and egress over, across and through the property described in Exhibit "B-1" (the "Service Road Easement"), for service vehicles and maintenance personnel and equipment use in relation to the operation of Golf facilities (the Golf Courses) located on the Dominant Estate. Included in the Service Road Easement shall be a right to construct, maintain and repair a paved roadway to be developed within the easement area. Other provisions herein contained notwithstanding, provided that Grantor, its successors and assigns, owns any portion of the Dominant Estate, Grantor, its successors and assigns, shall have the right to operate, maintain and repair any portion of the Service Road Easement including the maintenance of all the landscaping within said Easement; and

(b) An easement for Golf Cart right-of-way purposes and access for ingress and egress through that portion of the property described in Exhibit "B-2" (the "Golf Cart Easement") for the benefit of the Dominant Estate, for the purpose of access to and from the Golf Courses by Golf Course members, and their invitees and guests, and having the proper use thereof; it being the purpose of the Golf Cart Easement that members of the public wishing to play golf shall have the enjoyment of the Golf Cart Easement for ingress and egress for the purposes of accessing the starting tees of the Golf Courses during the time of day that said Golf Courses are open for play. Included in the Golf Cart Easement shall be the right to construct permanent paved and raised cart paths within the easement area. Grantor, its successors and assigns, shall have the right to construct, operate, maintain and repair any portion of the cart paths including the maintenance of all the landscaping within the Golf Cart Easement

3. Termination. The Easements, together with all use rights provided hereunder, terminate when the Grantee or its successors or assigns, obtains title to all the Dominant Estate or upon the execution and recording of a Termination of the Easements executed by Grantor, or its successors or assigns as owners of the Dominant Estate.

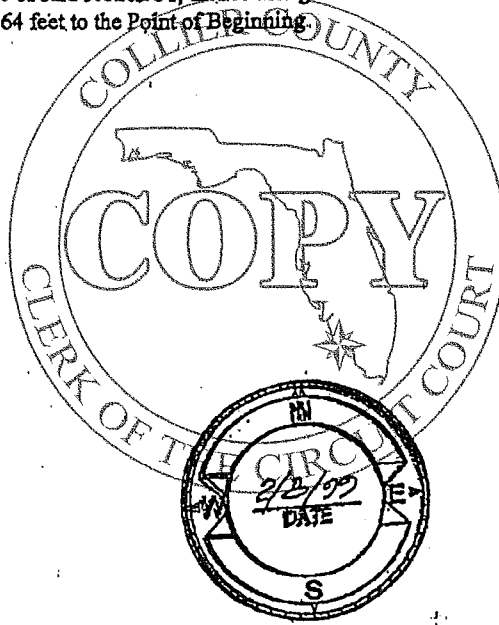
4. Indemnification. The Grantor agrees to indemnify and hold harmless the Grantee, its successors and assigns from and against any and all claims, actions, causes of action, loss, damage, injury, liability, cost of expense, including without limitation attorneys fees, arising from Grantors, its successors, assigns, tenants, invitees or licensees use of the Easements or from the exercise by Grantor of any rights reserved hereunder

OR: 3496 PG: 3089

OR: 3987 PG: 0530

A 65.00 foot wide strip of land lying in Section 31, Township 50 South, Range 26 East, Collier County, Florida, being more particularly described as follows:

Commencing at the southeast corner of Section 31, Township 50 South, Range 26 East, Collier County, Florida; run along the east line of said Section 31, North 02°48'47" East 1820.19 feet to the Point of Beginning; thence North 57°44'24" West 402.71 feet to a point of curvature; thence 232.38 feet along the arc of a curve concave to the northeast, having a radius of 220.00 feet, a central angle of 60°31'16", a chord of 221.73 feet, bearing North 27°28'46" West to a point of tangency; thence North 02°46'52" East 406.09 feet to a point of curvature; thence 173.25 feet along the arc of curve concave to the southwest having a radius of 100.00 feet, a central angle of 99°15'55", a chord of 152.38 feet, bearing North 46°51'05" West to a point of tangency; thence South 83°30'57" West 975.57 feet; thence North 56°10'37" West 939.04 feet; thence South 89°29'19" East 118.36 feet; thence South 56°10'37" East 816.27 feet; thence North 83°30'57" East 951.71 feet to a point of curvature; thence 285.86 feet along the arc of a curve concave to the southwest, having a radius of 165.00 feet, a central angle of 99°15'55", a chord of 251.43 feet, bearing South 46°51'05" East to a point of tangency; thence South 02°46'52" West 406.09 feet to a point of curvature; thence 163.73 feet along the arc of a curve concave to the northeast, having a radius of 155.00 feet, a central angle of 60°31'16", a chord of 156.22 feet, bearing South 27°28'46" East; thence South 57°44'24" East 366.01 feet to the east line of said section 31; thence along the east line of said section 31 South 02°48'47" West 74.64 feet to the Point of Beginning.



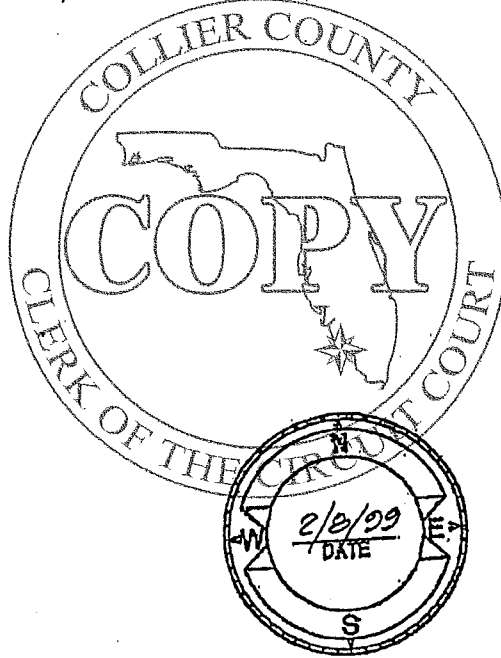
Rocky Bay
Parcel 213
"Subject To" easement
Revision

OR: 3496 PG: 3090

OR: 3987 PG: 0531

A 45.00 foot wide strip of land lying in Section 31, Township 50 South, Range 26 East, Collier County, Florida, being more particularly described as follows:

Commencing at the southeast corner of Section 31, Township 50 South, Range 26 East, Collier County, Florida; run along the east line of said Section 31, North 02°48'47" East 2076.18 feet to the Point of Beginning; thence North 57°44'24" West 13.46 feet to a point of curvature; thence 108.46 feet along the arc of a curve concave to the northeast, having a radius of 155.00 feet, a central angle of 40°05'29", a chord of 106.26 feet, bearing North 37°41'40" West to a point of tangency; thence North 17°38'55" West 273.07 feet to a point of curvature; thence 106.77 feet along the arc of curve concave to the northeast having a radius of 305.00 feet, a central angle of 20°03'27", a chord of 106.23 feet, bearing North 07°37'12" West to a point of tangency; thence North 02°24'32" East 318.72 feet; thence North 83°30'57" East 45.55 feet; thence South 02°24'32" West 325.76 feet to a point of curvature; thence 91.02 feet along the arc of a curve concave to the northeast, having a radius of 260.00 feet, a central angle of 20°03'27", a chord of 90.55 feet, bearing South 07°37'12" East to a point of tangency; thence South 17°38'55" East 273.07 feet to a point of curvature; thence 64.60 feet along the arc of a curve concave to the northeast, having a radius of 110.00 feet, a central angle of 33°38'58", a chord of 63.68 feet, bearing South 34°28'24" East, to the east line of said section 31; thence along the east line of said section 31 South 02°48'47" West 52.47 feet to the Point of Beginning.



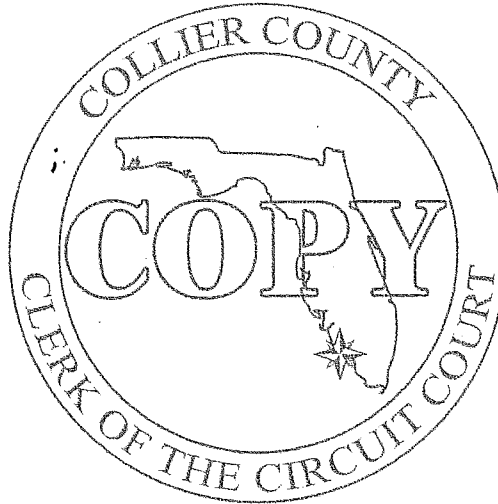
Rookery Bay
Parcel 213
"Subject To" easement
Revision

OR: 3496 PG: 3091

OR: 3987 PG: 0532

RESERVING unto Grantor, its successors and assigns, a temporary non-exclusive Easement (the "Monitoring Well Easement") for Ingress and Egress over and across the property described in Exhibit "C-1" attached hereto (hereinafter the "Servient Estate"). The Monitoring Well Easement reserved herein for the benefit of Grantor as owner of the adjacent property (the "Dominant Estate") is hereby reserved on the following terms and conditions:

1. Character of the Easement The Monitoring Well Easement is temporary, non-exclusive and appurtenant, and shall run with the title to the Dominant Estate for the benefit of Grantor, its successors, assigns, tenants, invitees and licensees.
2. Description of the Easement The Monitoring Well Easement will be for the limited specific purpose of access to and maintenance of a ground water monitoring well, situated on the property herein conveyed
3. Termination The Monitoring Well Easement will terminate upon removal or abandonment of the ground water monitoring well, and Grantor shall have no further rights hereunder. The Grantor shall be required to record a release of easement in form and substance acceptable to Grantor terminating the easement. Upon Termination, the monitoring well shall be removed and the well will be filled or capped.
4. Indemnification The Grantor agrees to indemnify and hold harmless the Grantee, its successors and assigns from and against any and all claims, actions, causes of action, loss, damage, injury, liability, cost or expense, including without limitation attorneys fees, arising from Grantors, its successors, assigns, tenants, invitees or licensees use of the Monitoring Well Easement or from the exercise by Grantor of any rights reserved hereunder.

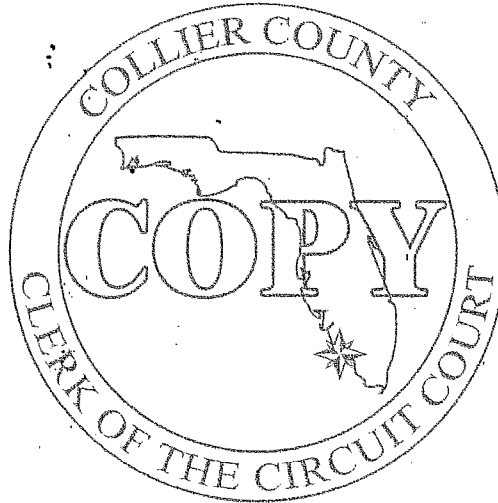


✓ OR: 3496 PG: 3092 ✓

✓ OR: 3987 PG: 0533 ✓

A 10.00 foot wide strip of land for Water Monitoring Well access lying in the Northwest Quarter of Section 31, Township 50 South, Range 26 East, Collier County, Florida, being more particularly described as follows:

Commencing at the north quarter corner of Section 31, Township 50 South, Range 26 East, Collier County, Florida; run along the north line of the northwest quarter of said Section 31, South 86°04'55" West 462.13 feet to the west line of a 110.00 foot wide Florida Power and Light right-of-way, recorded in Official Record Book 194, Page 601 of the Public Records of Collier County, Florida; thence along said line South 01°35'00" West 344.65 feet to the Point Of Beginning; thence continue South 01°35'00" West 10.00 feet; thence North 88°25'00" West 55.00 feet; thence North 01°35'00" East 10.00 feet; thence South 88°25'00" East 55.00 feet to the Point of Beginning.



BSM APPROVED
By J.A. Date 2/25/99

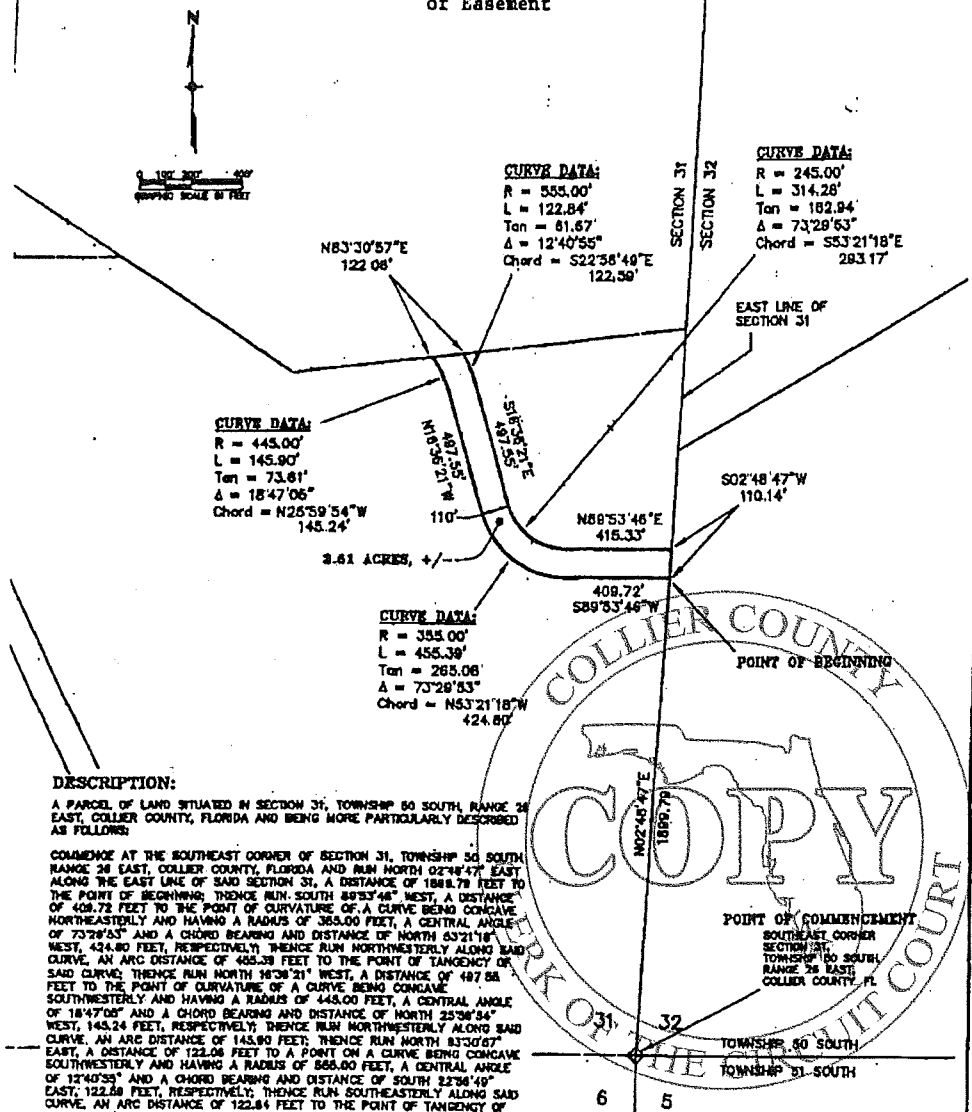
Rookery Bay
Parcel 213
Water Monitoring Well Access Easement

Exhibit "A"
Page 13 of 13
Termination of Easements
and Grant of Easement

✓ OR: 3496 PG: 3093 ✓

✓ OR: 3987 PG: 0534 ✓

EXHIBIT "B"
to Termination of
Easements and Grant
of Easement



DESCRIPTION:

A PARCEL OF LAND SITUATED IN SECTION 31, TOWNSHIP 50 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 31, TOWNSHIP 50 SOUTH, RANGE 26 EAST, COLLIER COUNTY, FLORIDA AND RUN NORTH 02°48'47" EAST ALONG THE EAST LINE OF SAID SECTION 31, A DISTANCE OF 110.14 FEET TO THE POINT OF BEGINNING; THENCE RUN SOUTH 89°53'46" WEST, A DISTANCE OF 408.72 FEET TO THE POINT OF CURVATURE OF A CURVE BEING CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 355.00 FEET, A CENTRAL ANGLE OF 73°29'53" AND A CHORD BEARING AND DISTANCE OF NORTH 53°21'18" WEST, 424.80 FEET, RESPECTIVELY; THENCE RUN NORTHEASTERLY ALONG SAID CURVE, AN ARC DISTANCE OF 455.39 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE RUN NORTH 16°36'21" WEST, A DISTANCE OF 407.55 FEET TO THE POINT OF CURVATURE OF A CURVE BEING CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 445.00 FEET, A CENTRAL ANGLE OF 18°47'06" AND A CHORD BEARING AND DISTANCE OF NORTH 25°59'54" WEST, 145.24 FEET, RESPECTIVELY; THENCE RUN SOUTHEASTERLY ALONG SAID CURVE, AN ARC DISTANCE OF 145.90 FEET; THENCE RUN NORTH 83°30'57" EAST, A DISTANCE OF 122.06 FEET TO A POINT ON A CURVE BEING CONCAVE SOUTHWESTERLY AND HAVING A RADIUS OF 555.00 FEET, A CENTRAL ANGLE OF 12°40'55" AND A CHORD BEARING AND DISTANCE OF SOUTH 22°38'49" EAST, 122.38 FEET, RESPECTIVELY; THENCE RUN SOUTHEASTERLY ALONG SAID CURVE, AN ARC DISTANCE OF 122.84 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE RUN SOUTH 16°36'21" EAST, A DISTANCE OF 407.55 FEET TO THE POINT OF CURVATURE OF A CURVE BEING CONCAVE NORTHEASTERLY AND HAVING A RADIUS OF 245.00 FEET, A CENTRAL ANGLE OF 73°29'53" AND A CHORD BEARING AND DISTANCE OF SOUTH 53°21'18" EAST, 293.17 FEET, RESPECTIVELY; THENCE RUN SOUTHEASTERLY ALONG SAID CURVE, AN ARC DISTANCE OF 314.28 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE RUN NORTH 89°53'46" EAST, A DISTANCE OF 418.33 FEET TO AN INTERSECTION WITH SAID EAST LINE OF SECTION 31; THENCE RUN SOUTH 02°48'47" WEST ALONG SAID EAST LINE, A DISTANCE OF 110.14 FEET TO THE SAID POINT OF BEGINNING.

CONTAINING 187,185.12 SQUARE FEET OR 3.61 ACRES OF LAND, MORE OR LESS.

NOTES:

THIS IS NOT A SURVEY.
BEARINGS ARE BASED ON THE SOUTH LINE OF SECTION 31, BEING 171° 89°41'53" WEST.
SUBJECT TO EASEMENTS, RESERVATIONS AND RESTRICTIONS OF RECORD.

SURVEYOR'S CERTIFICATION:

Barry E. Sykes (For the Firm LB#42)
Professional Land Surveyor
Florida Certificate No. 8348

Date Signed: 6/13/2005
Not valid without the signature and the original raised seal of a Florida Licensed Surveyor and Mapper.

JOHNSON
ENGINEERING

3380 STANFORD COURT
NAPLES, FLORIDA 34112
PHONE (239) 434-8333
FAX (239) 434-8320
E-MAIL: J.E. @ J.E. .COM

SKETCH AND DESCRIPTION
SECTION 31-30-26

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
06/13/05	20073436	36-30-26	1" = 400'	1 OF 1

OR: 3496 PG: 3094

OR: 3987 PG: 0535

EXHIBIT "C"
To Termination of Easements
And Grant of Easement

Commercial Properties Southwest, Inc.

Beginning at the Southeast corner of Section 32, Township 50 South, Range 26 East, Collier County, Florida, run N 2°33'25" East along the East boundary of Section 32 a distance of 1912.10 feet to the Southeast corner of a vacated portion of Trail Acres Unit No. 3, as recorded in Plat Book 3, Page 94 of the Public Records of Collier County, Florida; thence run N 87°37'02" West for 1005.44 feet along the South boundary of said vacated portion of Trail Acres Unit No. 3; thence N 39°04'00" West for 962.76 feet along the Southwesterly boundary of Trail Acres Unit No. 3; thence S 50°56'00" West for 200 feet; thence N 39°04'00" West for 430 feet to a point on the Southeasterly Right-of-Way of Southwest Boulevard as shown on the Plat of Trail Acres Subdivision as recorded in Plat Book 3 at Page 50 of the said Public Records; thence S 50°56'00" West for 762.43 feet along the Southeasterly Right-of-Way line of Southwest Boulevard to a point on the Southwesterly line of Trail Acres Unit No. 2 as recorded in Plat Book 4, Page 62 of the said Public Records; thence run N 39°05'03" West for 1308.78 feet along the Southwesterly boundary of Trail Acres Unit No. 2 to the Southwest corner of Lot 23, Block 3, Trail Acres Unit No. 2; thence S 59°54'32" West for 2041.16 feet to a point on the West boundary of said Section 32, said point being 206.43 feet South of the West ¼ corner of said Section 32; thence S 2°47'20" East along the West boundary of said Section 32 for 2395.07 feet to the Southwest corner of Section 32; thence S 89°41'51" East along the South boundary of Section 32 for 2626.22 feet to the South ¼ corner of Section 32; thence S 89°42'48" East for 2625.86 feet along the South boundary of Section 32 to the Point of Beginning

AND

Lely Development Corporation

All that part of Section 30, Township 50 South, Range 26 East, Collier County, Florida, being more particularly described as follows:

Commencing at the east ¼ corner of said Section 30; thence along the south line of the north ½ of said Section 30 North 89°35'00" West 1510.16 feet to the POINT OF BEGINNING of the parcel herein described; thence continue along said line, North 89°35'00" West 435.60 feet; thence leaving said line, North 0°25'00" East 800.00 feet; thence South 89°35'00" East 435.60 feet; thence South 0°25'00" West 800.00 feet to the Point of Beginning of the parcel herein described

AND

All that part of the north ½ of Sections 29 and 30, Township 50 South, Range 26 East, Collier County, Florida, being more particularly described as follows:

Commencing at the northeasterly corner of Block "D" of Myrtle Cove Acres Unit No. 1 according to the plat thereof as recorded in Plat Book 3, Page 38, Public Records of Collier County, Florida; thence along the southwesterly right-of-way line of U.S. 41 (Tamiami Trail) North 39°04'00" West 247.15 feet to the easterly most corner of that land as described in O.R. Book 679, pages 170 through 172 (inclusive) Public Records of Collier County, Florida; thence along the boundary of said land in the following two (2) described courses:

- 1) South 50°56'00" West 300.00 feet;
- 2) North 89°35'00" West 961.97 feet to the west line of said land and the POINT OF BEGINNING of the parcel herein described;
thence continue North 89°35'00" West 1540.16 feet;
thence North 0°25'00" East 1000.00 feet;
thence South 89°35'00" East 432.18 feet;
thence North 0°25'00" East 100.00 feet;
thence South 89°35'00" East 592.98 feet;
thence North 0°25'00" East 79.78 feet;
thence northerly and northeasterly 473.89 feet along the arc of a circular curve concave to the southeast through a central angle of 50°31'00", having a radius of 537.49 feet and being subtended by a chord which bears North 25°40'30" East 458.69 feet;
thence North 50°56'00" East 274.93 feet to the southwesterly right-of-way line of U.S. 41 (Tamiami Trail);
thence along said right-of-way line, South 39°04'00" East 1298.05 feet;
thence leaving said right-of-way line, South 38°17'25" West 581.30 feet to the northerly line of that land as described in said O.R. 679, Pages 170-172;
thence along said northerly line, North 89°35'00" West 348.55 feet to the northwest corner of said land;
thence along the west line of said land, South 2°48'13" West 308.99 feet to the southwest corner of said land and the Point of Beginning of the parcel herein described

EXCEPTING THEREFROM, a 2.000± parcel described as follows:

A parcel of land within the boundary of the Lely Research and Development Park, located in the North ½ of Sections 29 and 30 of Township 50 South, Range 26 East, Collier County, Florida, being further described as follows:

Commence at the Northeasterly corner of Block "D" of Myrtle Cove Acres Unit No. 1 according to the plat thereof as recorded in Plat Book 3 at Page 38 of the Public Records of Collier County, Florida, and run North 39°04'00" West, along the Southwesterly right-of-way line of U.S. 41, for 994.51 feet to the Easterly most corner of said Lely Research and Development Park; thence continue same course, along said right-of-way, for 985.55 feet to the Easterly most corner of said Parcel 1 and the POINT OF BEGINNING;

thence continue North 39°04'00" West for 212.50 feet to Southerly right-of-way of proposed road;

thence run South 50°56'00" West along said Southerly right-of-way, for 274.93 feet to the point of curvature of a curve concaved Southeasterly;
 thence run 178.36 feet, along the arc of said curve having a radius of 437.49 feet, a central angle of 23°21'34", a chord of 177.13 feet and a chord bearing of South 39°15'13" West, to the intersection with a radial line;
 thence run South 62°25'34" East, along said radial line, for 212.50 feet to a non-tangential intersection with a curve concaved Southeasterly;
 thence run 91.73 feet, along the arc of said curve having a radius of 224.99 feet, a central angle of 23°21'34", a chord of 91.09 feet and a chord bearing of North 39°15'13" East, to a point of tangency;
 thence run North 50°56'00" East for 274.93 feet to the POINT OF BEGINNING.

AND

Investors Real Estate Southwest Corporation (now Commercial Properties Southwest, Inc.)

Parcel "D"

Begin at the Northeast corner of Section 31, Township 50 South, Range 26 East, Collier County, Florida; thence 86°04'55" W 2843.44' along the North line of said Section 31 to the West line of a 110' wide Florida Power & Light Right-of-Way, recorded in Official Record Book 194, Page 601 of the Public Records of Collier County, Florida; thence S 01°35'00" W 1854.75' along the West line of said Right-of-Way line; thence leaving said right-of-way line S 89°29'19" E 2788.21' to the East line of said Section 31; thence N 02°45'35" E 2075.63' along the East line of said Section 31 to the Point of Beginning

Parcel "E"

Commencing at the Southwest corner of Section 31, Township 50 South, Range 26 East, Collier County, Florida; thence along the West line of said Section 31 N 00°19'55" E 3702.84 feet to a Point of Beginning; thence continue N 00°19'55" E along said Section line 1152.07 feet to the Northwest corner of said Section 31; thence N 86°04'55" E along the North line of said Section 31 a distance of 1919.18 feet to a point which intersects the Westerly line of a 110 foot wide Florida Power and Light Right-of-Way easement, as recorded in O R Book 194, Pages 601 and 602, Public Records of Collier County, Florida; thence S 01°35'00" W along said Westerly line 179.06 feet to a point; thence leaving said westerly line N 89°27'15" W 508.31 feet to a point; thence S 70°33'22" W 1109.51 feet to a point; thence N 90°00'00" W 307.62 feet to a point; thence S 00°19'55" W 740.00 feet to a point; thence N 89°40'05" W 50.00 feet to the Point of Beginning.

Parcel "F"

Commencing at the Northeast corner of Section 31, Township 50 South, Range 26 East, Collier County, Florida; thence along the North line of said Section 31 S 86°04'55" W 2843.44 feet to a point which intersects the West line of a 110 foot wide Florida Power and Light Right-of-Way easement, as recorded in Official Record Book 194, Pages 601-602 of the Public Records of Collier County, Florida; thence along said Westerly line S 01°35'00" W 1854.75 feet; thence leaving said

Exhibit "C"

Page 3 of 5

Termination of Easements
and Grant of Easement

Westerly line S 89°29'19" E 558.68 feet to the Point of Beginning; thence continue S 89°29'19" E 2229.53 to the East line of said Section 31; thence along said East line S 02°45'35" W 259.86 feet; thence leaving said East line S 83°30'57" W 1548.71 feet; thence N 56°10'37" W 816.27 feet to the Point of Beginning

AND

Commercial Properties Southwest, Inc.

All that part of the North ½ of Section 29 lying Westerly of U.S. 41 (Tamiami Trail) and all that part of Section 30 lying Westerly of U.S. #41 (Tamiami Trail), all being in Township 50 South, Range 26 East, Collier County, Florida, U.S.A., EXCEPTING THEREFROM the lands as described in OR Book 58, Page 238; OR Book 80, Page 365; OR Book 192, Page 514; OR Book 105, Page 595; OR Book 138, Page 148; OR Book 105, Page 592; OR Book 1167, Page 903, Collier County Records.

The above-described lands also described as follows:

PARCEL 1

Description of Part of Sections 29, 30 and 31, Township 50 South, Range 26 East, Collier County, Florida.

Beginning at the northwest corner of said Section 30; thence along the north line of said Section 30, North 88°23'16" East, 2491.52 feet; thence continue along the north line of said Section 30 North 88°13'29" East 1636.98 feet to the southwesterly right-of-way of Tamiami Trail (US 41) (200' right-of-way); thence along said right-of-way South 39°03'42" East 2333.04 feet; thence leaving said right-of-way South 38°17'43" West 581.30 feet; thence North 89°34'42" West 348.55 feet; thence South 02°48'31" West 308.99 feet; thence South 88°28'28" West 30.00 feet to the east quarter corner of said Section 30; thence along the north line of those lands described in Official Records Book (OR Book) 105, pages 595-597 and OR Book 105, Pages 592-594, Public Records of Collier County, Florida, South 87°14'44" West 683.13 feet; thence along the west line of said land described in OR Book 105, pages 592-594 South 00°20'37" West 672.63 feet; thence along the south line of said lands North 87°26'41" East 654.42 feet to the west line of Myrtle Cove Acres Unit No. 1 as recorded in Plat Book 3, page 38, Public Records of Collier County, Florida; thence along the west line of said Unit No. 1 South 02°45'35" West 1919.99 feet to the southeast corner of said Section 30; thence along the east line of said Section 31, South 02°45'30" West 2335.35 feet; thence South 83°30'57" West 1549.05 feet; thence North 56°10'37" West 816.27 feet; thence North 89°29'19" West 558.68 feet; thence North 01°35'00" East 1675.69 feet; thence North 89°27'15" West 508.31 feet; thence South 70°33'22" West 1109.51 feet; thence due West 357.35 feet to the west line of said Section 31; thence along the west line of said Section 31, North 00°19'55" East 412.36 feet to the northwest corner of said Section 31; thence along the west line of said Section 30, North 00°20'37" East 2685.56 feet to the west quarter corner of said Section 30; thence continue along the west line of said Section 30, North 00°22'18" East 2687.69 feet to the said Point of Beginning; LESS AND EXCEPTING THAT 5.35 ACRE PARCEL OF LAND described in OR Book 192, page 514, Public Records of Collier County, Florida

Containing 730.962 acres, more or less

Exhibit "C"

Page 4 of 5

Termination of Easements
and Grant of Easement

OR: 3496 PG: 3099

ALSO INCLUDING THE FOLLOWING:

PARCEL 2

Description of Part of Section 32, Township 50 South, Range 26 East,
Collier County, Florida:

Beginning at the southwest corner of said Section 32; thence along the west line of said Section 32, North 02°48'47" East, 2394.57 feet; thence leaving said west line North 59°56'01" East 2041.35 feet to the boundary of the plat of Trail Acres Unit 2, Plat Book 4, page 62, Collier County, Florida; thence along said plat boundary South 39°03'07" East 1309.16 feet; thence continue along said plat boundary North 50°55'09" East 762.41 feet; thence leaving said plat boundary South 39°04'51" East 430.46 feet; thence North 50°58'21" East 199.96 feet to the boundary of the plat of Trail Acres Unit 3, Plat Book 3, page 94, Collier County, Florida; thence along said plat boundary South 39°01'39" East 962.19 feet; thence continue along said plat boundary South 87°34'19" East 1003.95 feet to the east line of said Section 32; thence leaving said plat boundary and along said east line, South 02°32'54" West 1912.12 feet to the southeast corner of said Section 32; thence along the south line of said Section 32, North 89°40'29" West 2625.95 feet to the south quarter corner of said Section 32; thence continue along the south line of said Section 32, North 89°40'08" West 2625.60 feet to the said Point of Beginning;

Containing 313.76 acres, more or less.

Subject to easements and restrictions of record

Bearings are based on the south line of said Section 31 being North 89°41'53" West

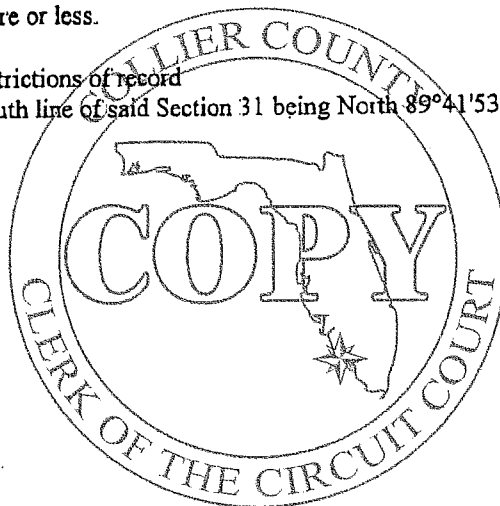


Exhibit "C"

Page 5 of 5

Termination of Easements
and Grant of Easement

OR: 3987 PG: 0540

EXHIBIT "D"
to Termination of
Easements and Grant
of Easement

OR: 3496 PG: 3100

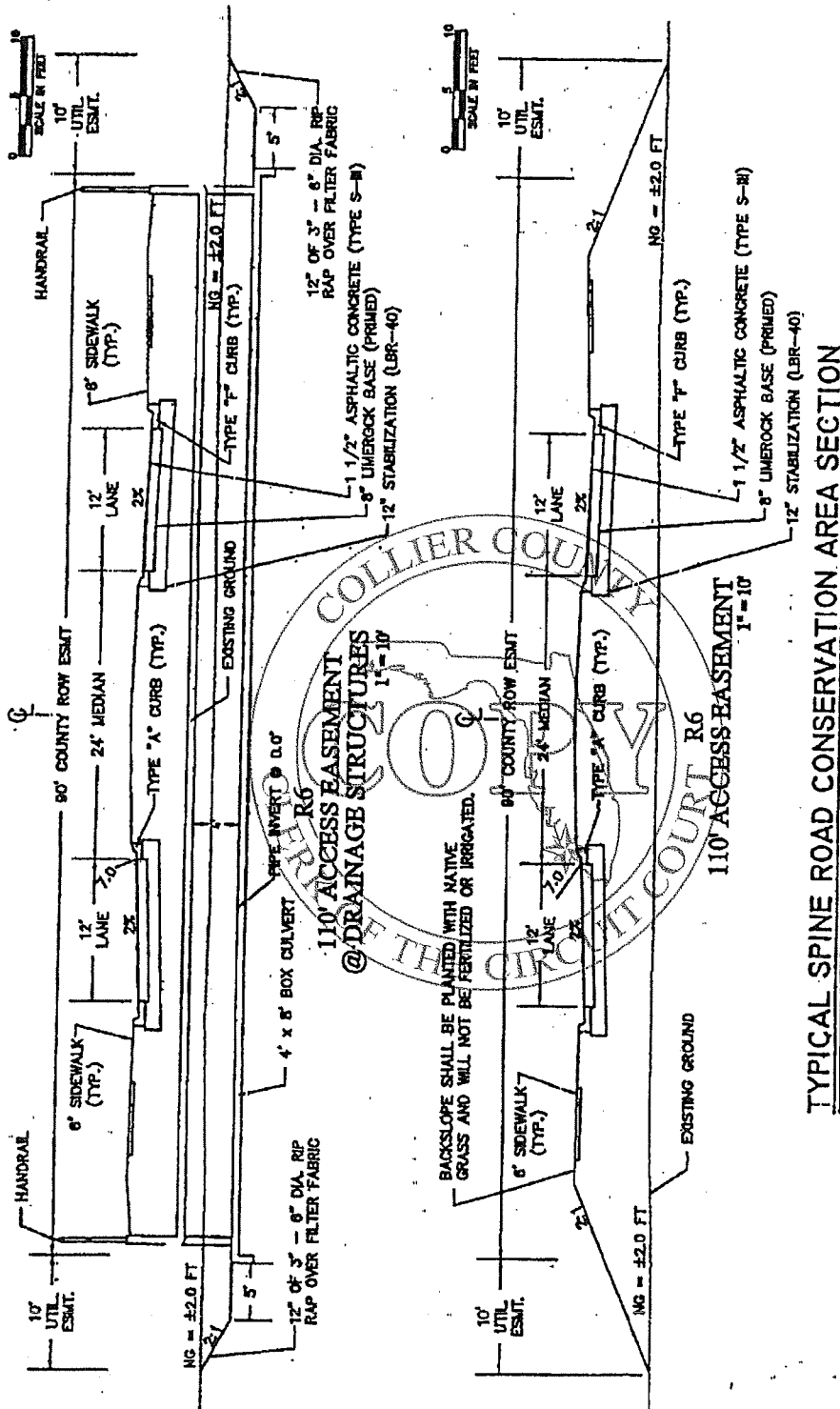
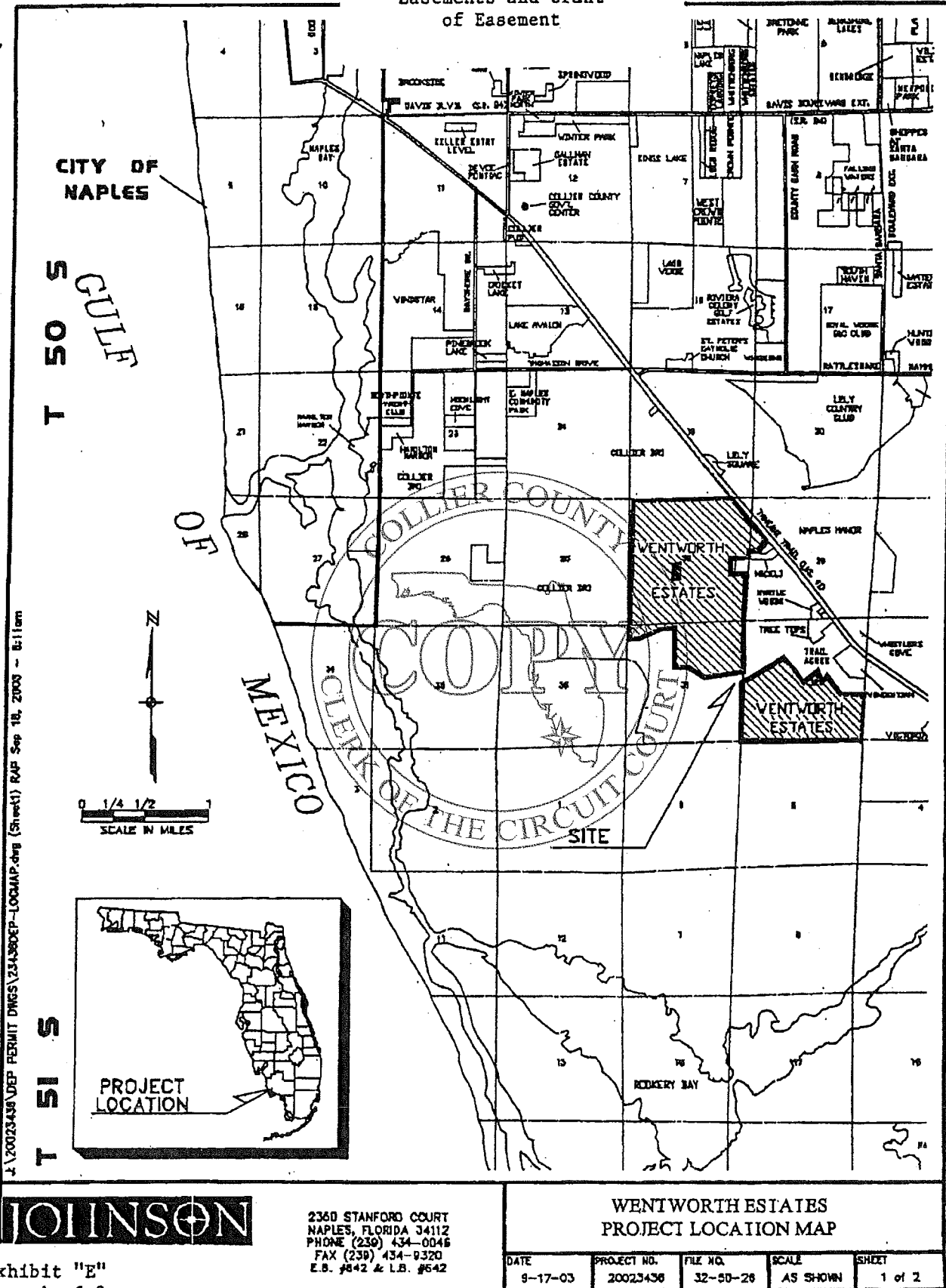


Exhibit "D"
Page 1 of 1
Termination of Easements
and Grant of Easement

OR: 3987 PG: 0541

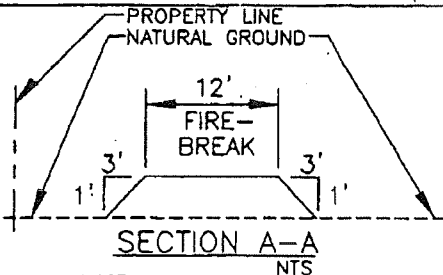
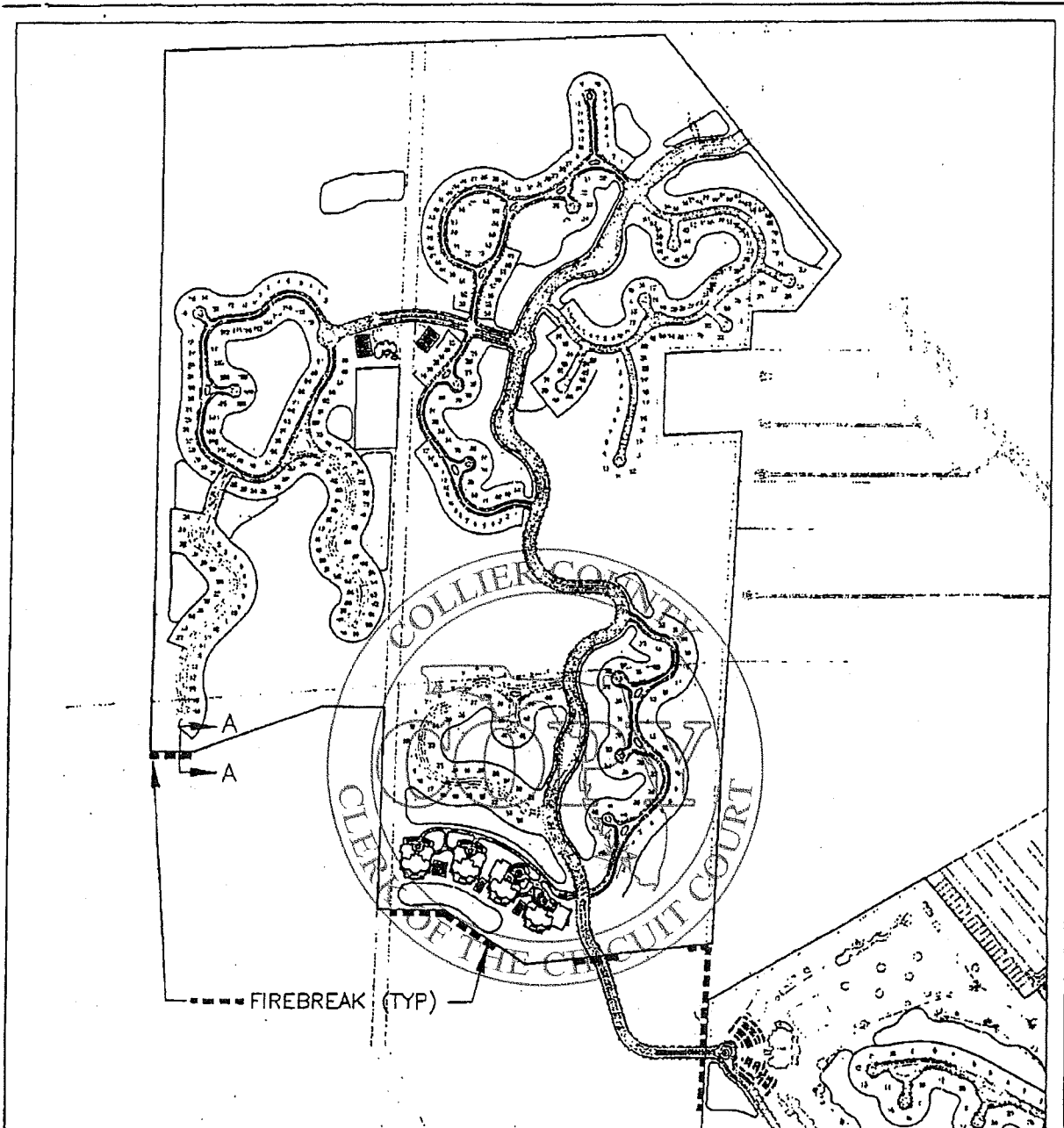
to Termination of
Easements and Grant
of Easement

OR: 3496 PG: 3101

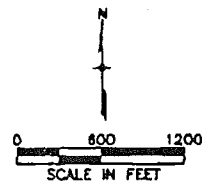


OR: 3987 PG: 0542

\\Nap001\PROJ-NAE\20023436\DEP PERMIT DWGS\DEP-FIREBREAK.dwg (North) PML Nov 07, 2003 - 9:24am



NOTE:
Firebreak delineation provided by Rookery Bay.



OR: 3987 PG: 0543

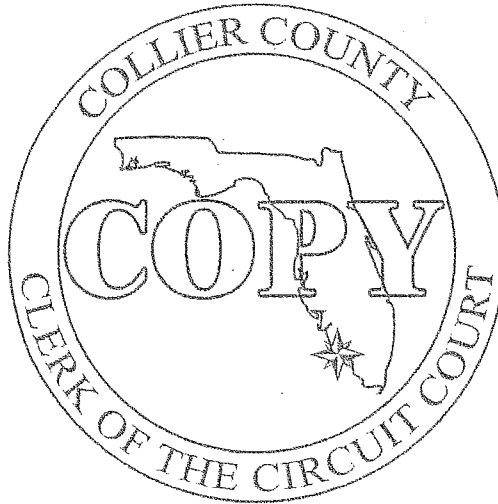
JOHNSON

2350 STANFORD COURT
NAPLES, FLORIDA 34112
PHONE (239) 434-0046
FAX (239) 434-9320
E B #642 & L B #642

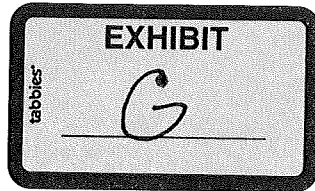
**FIREBREAK LOCATION MAP - NORTH
WENTWORTH ESTATES**

DATE	PROJECT NO.	FILE NO.	SCALE	SHEET
8/20/03	20023436	32-50-25	AS SHOWN	2 of 2

Exhibit "E"
Page 2 of 2
Termination of Easements
and Grant of Easement



State of FLORIDA
County of COLLIER
I HEREBY CERTIFY THAT this is a true and
correct copy of a document recorded in
the OFFICIAL RECORDS of Collier County.
WITNESS my hand and official seal this
date, 3-3-09
DWIGHT E. BROOKS, CLERK OF CIRCUIT COURT
by: [Signature] O.C.



CONSTRUCTION POLLUTION PREVENTION PLAN
for
TREVISO BAY (FORMERLY KNOWN AS WENTWORTH ESTATES)

Treviso Bay

Lat: 26 4' 22"
Long: 81 43' 48"

Treviso Bay Development, LLC, VK
Holdings Treviso Bay Golf Course,
LLC, VK Holdings Treviso Bay
Commercial, LLC
19275 West Capitol Drive
Brookfield, WI 53045

The construction of a residential golf course community. The project will include a commercial out parcel.

Soil disturbing activities will include: clearing and grubbing, excavation of lakes, construction of perimeter berming, placement of storm sewer, utilities, and building foundations; construction of curb and gutter, road, and parking areas; and preparation for final planting, sodding, seeding and mulching.

The site currently includes both undeveloped areas and fallow farm fields. The estimated existing runoff coefficient is 0.2.

During construction much of the developed site will be exposed soil during at least a portion of construction. The runoff coefficient during construction is approximately 0.4.

After construction the developed site will include buildings, roadways, parking lots, lakes and landscape area. The estimated future runoff coefficient is approximately 0.6.

The increased future runoff coefficient will be mitigated by the proposed surface water management system. The surface water management system will attenuate the peak runoff rate and limit it to the allowable discharge rate for this drainage basin.

771 Acres

The order of activities will be as follows:

1. Installation of temporary erosion control measures.
2. Clearing and grubbing.
3. Excavation of lakes
4. Stockpile and placement of excavated soil.
5. Install utilities, storm sewer, curb and gutter.
6. Complete grading, subgrade and base course construction.
7. Complete final paving.
8. Complete landscape grading and install permanent seeding and plantings.
9. When all construction activity is complete and the site is stabilized, remove temporary erosion control measures and re-seed any areas disturbed by their removal.

Rookery Bay

Temporary Stabilization: Top soil stock piles and disturbed portions of the site where construction activity temporarily cease for at least 21 days will be stabilized with temporary seed and mulch no later than 14 days from the last construction activity in that area. The seed shall be Bahia, millet, rye, or other fast-growing grasses. Prior to seeding, fertilizer or agricultural limestone shall be applied to each area to be temporarily stabilized. After seeding, each area shall be mulched with the mulch disked into place. Areas of the site which will be paved will be temporarily stabilized by applying limerock subgrade until bituminous pavement can be applied.

Permanent Stabilization: Disturbed portions of the site, where construction activities permanently cease, shall be stabilized with sod, seed and mulch, landscaping, and/or other equivalent stabilization measures (e.g., rip-rap, geotextiles) no later than 14 days after the date of the last construction activity. The sod shall typically be Floratam or Bahia sod. Prior to seeding, fertilizer or agricultural limestone shall be applied to each area to be temporarily stabilized. After seeding, each area shall be mulched with the mulch disked into place.

Silt Fence / Straw Bale Barrier - will be constructed along those areas of the project that border adjacent wetlands. At a minimum, the silt fence and/or straw bale barrier will be placed along all wetland buffers and all SFWMD and Corps of Engineers jurisdictional wetland boundaries.

Straw Bale Drop Inlet Sediment Filter - will be placed around all constructed storm drain inlets immediately upon completion of construction and shall remain in-place until the contributing drainage area is stabilized. Alternatively, grate inlets can be covered with filter fabric material until stabilization.

The project will utilize a system of lakes to provide the required water quality treatment and attenuation. Discharges from the water management system will be regulated by a water control structure. This control structure will be used to maintain water levels in the detention facilities that will maintain or restore the hydroperiod in the wetlands and flowways. The water control structures will also be used to restrict the discharges from the project as described above.

Spreader swales will be used to disperse flow and dissipate energy of runoff. Spreader swales will be used at the appropriate location to disperse flows discharged from the water management system into receiving flowways. Spreader swales will be heavily planted with native vegetation to help buffer the transition from the manmade lakes to the natural systems.

DISCHARGE RATES

25 year, 72 hour = .31 cfs

Waste Materials:

All waste materials will be collected and stored in a trash dumpster which will meet all local and State solid waste management regulations. All trash and construction debris from the site will be deposited in this dumpster. The dumpster will be emptied as required due to use and/or State and local regulations with the trash disposed of at the appropriate landfill operation. No construction waste materials will be buried onsite. All personnel will be instructed regarding the correct procedure for waste disposal. Notices stating these practices will be posted in the construction office trailer.

Hazardous Waste:

All hazardous waste materials will be disposed of in the manner specified by local or State regulation or by the manufacturer. Site personnel will be instructed in these practices.

Sanitary Waste:

All sanitary waste will be collected from the portable units by a local, licensed, sanitary waste management contractor, as required by local regulation.

A stabilized construction entrance has been provided to help reduce vehicle tracking of sediments. As they are completed, paved streets will be swept as needed to remove any excess muck, dirt, or rock tracked from the site. Dump trucks hauling material from the construction site will be covered with a tarpaulin.

Installation of hay ball / silt fence barriers (around wetlands) and stabilized construction entrance will be constructed prior to extensive clearing or grading of any other portions of the site. Areas where construction activity temporarily ceases for more than 21 days will be stabilized with a temporary seed and mulch within 14 days of the last disturbance. Once construction activity ceases permanently in an area, that area will be stabilized with permanent sod, seed and mulch, landscaping, and/or other equivalent stabilization measures (e.g., rip-rap, geotextiles). After the entire site is stabilized, the silt fence / straw bale barriers can be removed.

The storm water pollution prevention plan reflects the United States Environmental Protection Agency and the South Florida Water Management District (SFWMD) requirements for storm water management and erosion and sediment control, as established in the Chapter 40E-4 FAC and Chapter 373 FS.

STORM WATER INSPECTION PROCEDURES

These are the inspection and maintenance practices that will be used to maintain erosion and sediment controls.

- ♦ All control measures will be inspected at least once each week and following any storm event of 0.5 inches or greater.
- ♦ All measures will be maintained in good working order; if a repair is necessary, it shall be corrected as soon as possible, but in no case later than 7 days after the inspection.
- ♦ Built up sediment will be removed from silt fence when it has reached one-half the height of the fence.
- ♦ Silt fence will be inspected for depth of sediment, tears, to see if the fabric is securely attached to the fence posts, and to see that the fence posts are firmly in the ground.
- ♦ Temporary seeding and permanent sodding and planting will be inspected for bare spots, washouts, and healthy growth.
- ♦ A maintenance inspection report will be made after each inspection. A copy of the report form to be completed by the inspector is attached.
- ♦ The Owner will appoint one individual who will be responsible for inspections, maintenance and repair activities, and for completing the inspection and maintenance reports.
- ♦ Personnel selected for inspection and maintenance responsibilities will receive training from the site superintendent. They will be trained in all the inspection and maintenance practices necessary for keeping the erosion and sediment controls used onsite in good working order.

It is expected that the following non-storm water discharges will occur from the site during the construction period:

- ♦ Water from water line flushings.
- ♦ Pavement wash waters (when no spills or leaks of toxic or hazardous materials have occurred).
- ♦ Uncontaminated groundwater (from dewatering excavation).
- ♦ All non-storm water discharges will be directed to the storm water management facilities prior to discharge.

The materials or substances listed below are expected to be present onsite during construction:

- | | |
|-----------------------------|----------------------------|
| ♦ Concrete | ♦ Fertilizers |
| ♦ Detergents | ♦ Petroleum Based Products |
| ♦ Paints (enamel and latex) | ♦ Cleaning Solvents |
| ♦ Metal Studs | ♦ Wood |
| ♦ Asphalt | ♦ Masonry Block |
| ♦ Roof Tiles | ♦ Clay or concrete bricks |

The following are the materials management practices that will be used to reduce the risk of spills or other accidental exposure of materials and substances to storm water runoff.

The following good housekeeping practices will be followed onsite during the construction project:

- An effort will be made to store only enough product required to do the job.
- All materials stored onsite will be stored in a neat, orderly manner in their appropriate containers, and if possible, under a roof or other enclosure.
- Products will be kept in their original containers with the original manufacturer's label.
- Substances will not be mixed with one another unless recommended by the manufacturer.
- Whenever possible, all of a product will be used up before disposing of the container.
- Manufacturers' recommendations for proper use and disposal will be followed.
- The site superintendent will inspect to ensure proper use and disposal of materials onsite.

These practices are used to reduce the risks associated with hazardous materials:

- Products will be kept in original containers unless they are not resealable.
- Original labels and material safety data will be retained; they contain important product information.
- If surplus product must be disposed of, manufacturers' or local and State recommended methods for proper disposal will be followed.

The following product specific practices will be followed onsite:

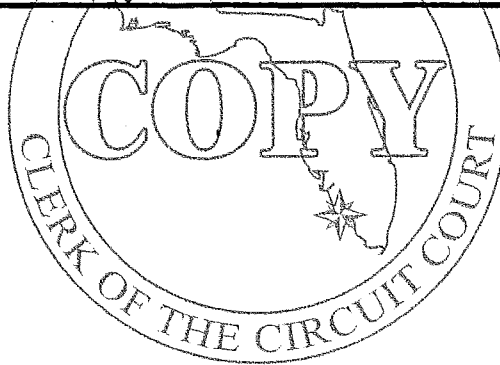
All onsite vehicles will be monitored for leaks and receive regular preventive maintenance to reduce the chance of leakage. Petroleum products will be stored in tightly sealed containers which will be clearly labeled. Any asphalt substances used onsite will be applied in accordance with the manufacturer's recommendations and standard construction practices.

Fertilizers will be applied only in the minimum amounts recommended by the manufacturer. Once applied, fertilizer will be worked into the soil to limit exposure to storm water. Storage will be in a covered shed. The contents of any partially used bags of fertilizer will be transferred to a sealable plastic bin to avoid spills.

All containers will be tightly sealed and stored when not required for use. Excess paint will not be discharged to the storm sewer system but will be properly disposed of according to manufacturers' instructions and/or state and local regulations.

In addition to the good housekeeping and material management practices discussed in the previous sections of this plan, the following practices will be followed for spill prevention and cleanup.

- ♦ Manufacturers' recommended methods for spill cleanup will be clearly posted and site personnel will be made aware of the procedures and the location of the information and cleanup supplies.
- ♦ Materials and equipment necessary for spill cleanup will be kept in the material storage area onsite. Equipment and materials will include--but not be limited to--rags, gloves, goggles, kitty litter, sand, and plastic and metal trash containers specifically for this purpose.
- ♦ All spills will be cleaned up as soon as possible after discovery.
- ♦ The spill area will be kept well ventilated and personnel will wear appropriate protective clothing to prevent injury from contact with a hazardous substance.
- ♦ Spills of toxic or hazardous material will be reported to the appropriate state or local government agency, regardless of the size.
- ♦ The spill prevention plan will be adjusted to include measures to prevent this type of spill from reoccurring and how to clean up the spill if there is another one. A description of the spill, what caused it, and the cleanup measures will also be included.
- ♦ The Contractor's site superintendent will be responsible for the day-to-day site operations and will be the spill prevention and cleanup coordinator. He will designate at least two other site personnel who will receive spill prevention and cleanup training. These individuals will each become responsible for a particular phase of prevention and cleanup. The names of responsible spill personnel will be posted in the material storage area and in the office trailer onsite.



I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

Signed: _____

Print Name: Sanjay Kuttemperoor

Title: Vice President

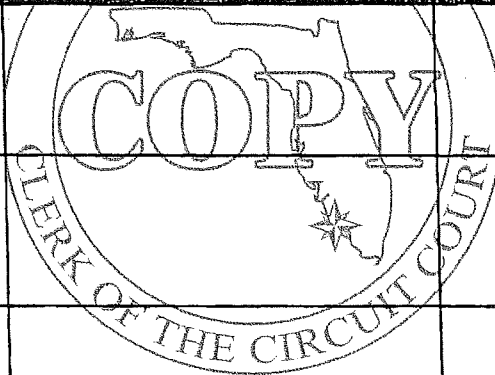
Date: 10/8/04

I certify under penalty of law that I understand the terms and conditions of the general National Pollutant Discharge Elimination System (NPDES) permit that authorizes the storm water discharges associated with industrial activity from the construction site identified as part of this certification.

Date: _____

Date: _____

Date: _____



CONSTRUCTION POLLUTION PREVENTION PLAN
for

Inspection And Maintenance Report Form

Structural Controls

DATE: _____

SILT FENCE / STRAW BALE BARRIER

[illegible]

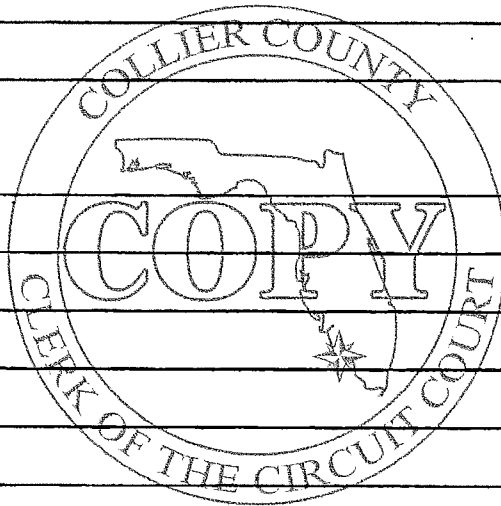
Maintenance required for silt fence / straw bale barrier:

CONSTRUCTION POLLUTION PREVENTION PLAN for

Inspection And Maintenance Report Form

CHANGES REQUIRED TO THE POLLUTION PREVENTION PLAN:

REASONS FOR CHANGES:



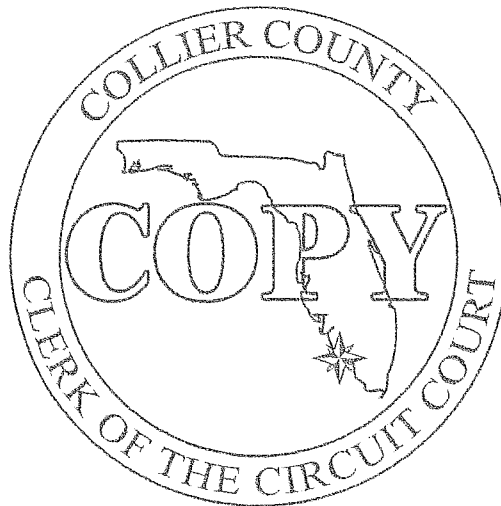
I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gathered and evaluated the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

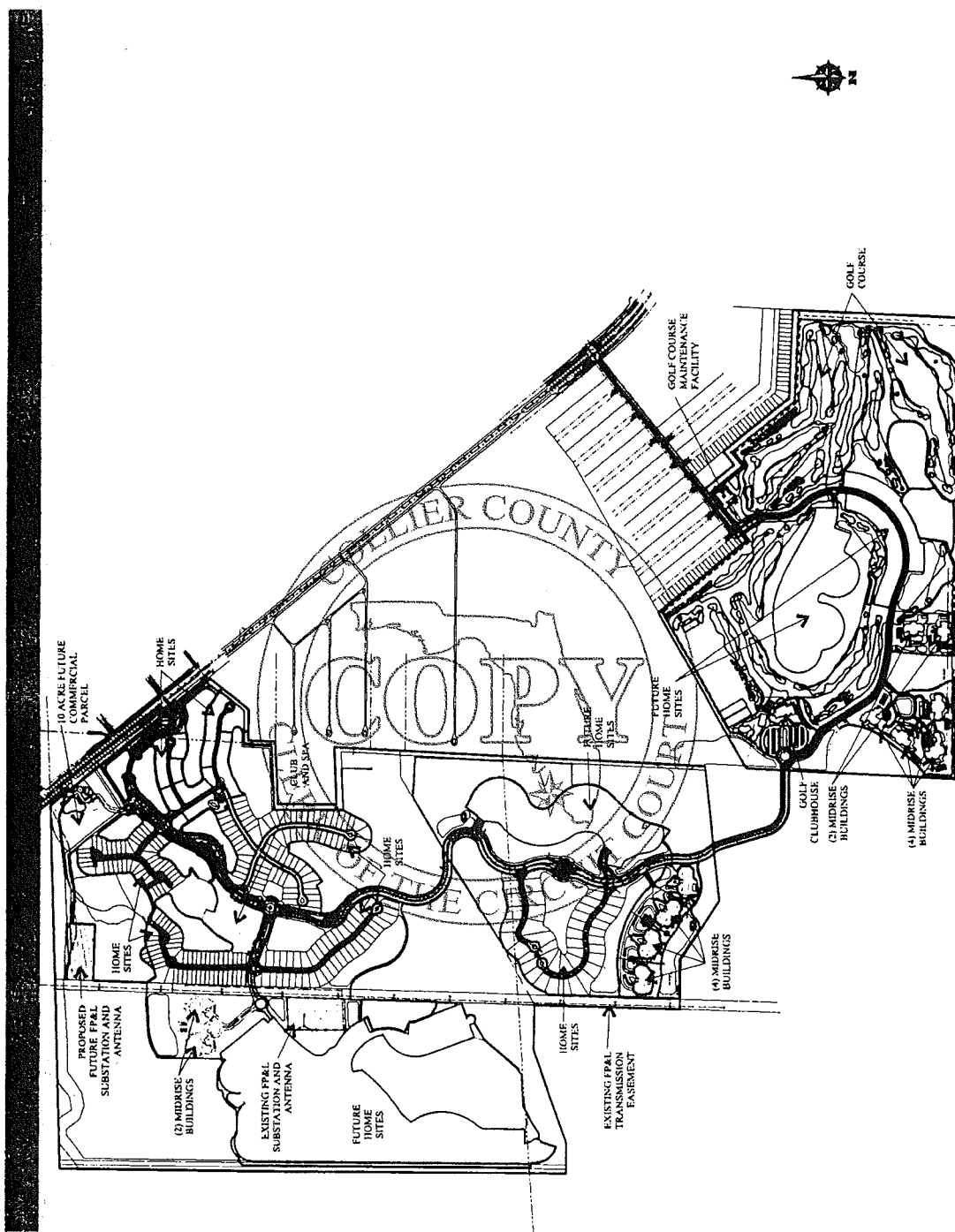
Signature _____

Date _____

EXHIBIT "H"

Site Plan of Treviso Bay





This Site Plan of Treviso Bay (the "Development") is conceptual in nature and for illustrative purposes only. This Site Plan, or portions thereof, of the Development is subject to change without notice by Treviso Bay Development, LLC (the "Developer").

**SECTION 5 - ESTIMATED OPERATING BUDGET FOR COACH HOMES I AT
TREVISO BAY CONDOMINIUM ASSOCIATION, INC.**

COACH HOMES I AT TREVISO BAY CONDOMINIUM ASSOCIATION

2012 ACTUAL BUDGET

JANUARY 1 - DECEMBER 31, 2012

PHASED CONDOMINIUM BUDGET - PHASE I ONLY (BUILDING 4)

4 Units

	2012 ACTUAL BUDGET	2012 QUARTERLY	2012 MONTHLY	2012 MONTHLY COST PER UNIT		
ADMINISTRATIVE EXPENSES						
MANAGEMENT FEE INCL ACCOUNTING	720.00	180.00	60.00	15.00		
ANNUAL CORPORATE REPORT	62.00	15.50	5.17	1.29		
ANNUAL DIVISION FEES	16.00	4.00	1.33	0.33		
LEGAL EXPENSES	109.92	27.48	9.16	2.29		
OFFICE EXPENSE	48.00	12.00	4.00	1.00		
TAX PREPARATION	250.00	62.50	20.83	5.21		
TOTAL ADMIN. EXPENSES	1,205.92	301.48	100.49	25.12		
OPERATING EXPENSES						
LAWN SERVICE	1,392.00	348.00	116.00	29.00		
FERTILIZER/PEST CONTROL (Incl in Lawn Serv)	0.00	0.00	0.00	0.00		
MULCH (Incl Labor & Material)	571.20	142.80	47.60	11.90		
PLANT REPLACEMENT	80.16	20.04	6.68	1.67		
IRRIGATION MAINTENANCE	30.24	7.56	2.52	0.63		
TREE TRIMMING	90.24	22.56	7.52	1.88		
BUILDING MAINTENANCE	99.84	24.96	8.32	2.08		
ANNUAL BUILDING INSPECTION	81.12	20.28	6.76	1.69		
EXTERIOR PEST CONTROL	74.88	18.72	6.24	1.56		
ANNUAL FIRE ALARM INSPECTIONS	74.88	18.72	6.24	1.56		
ANNUAL FIRE SPRINKLER INSPEC	286.08	71.52	23.84	5.96		
ALARM REPAIRS	120.00	30.00	10.00	2.50		
INSURANCE (PROPERTY & LIABILITY- Incl Flood)	2,499.84	624.96	208.32	52.08		
INSURANCE (D&O)	400.00	100.00	33.33	8.33		
INSURANCE (FIDELITY)	328.00	82.00	27.33	6.83		
CONTINGENCY	0.00	0.00	0.00	0.00		
TOTAL OPER. EXPENSES	6,128.48	1,532.12	510.71	127.68		
UTILITIES						
ELECTRICITY	50.00	12.50	4.17	1.04		
WATER/SEWER	1,440.00	360.00	120.00	30.00		
TOTAL UTILITIES	1,490.00	372.50	124.17	31.04		
OTHER EXPENSES						
SECURITY PROVISIONS	N/A	N/A	N/A	N/A		
RENT FOR REC. AND OTHER	N/A	N/A	N/A	N/A		
TAXES ON ASSOCIATION PROP.	N/A	N/A	N/A	N/A		
TAXES ON LEASED AREAS	N/A	N/A	N/A	N/A		
TOTAL OTHER EXPENSES	0.00	0.00	0.00	0.00		
TOTAL EXPENSES	8,824.40	2,206.10	735.37	183.84		
RESERVES	3,815.76	953.94	317.98	79.50		
TOTAL EXPENSES & RESERVES	12,640.16	3,160.04	1,053.35	263.34		

COACH HOMES I AT TREVISO BAY CONDOMINIUM ASSOCIATION RESERVES FOR CAPITAL EXPENDITURES AND DEFERRED MAINTENANCE 2012						
ASSET	ESTIMATED LIFE	ESTIMATED REMAINING LIFE (YRS)	REPLACEMENT COST	ESTIMATED BALANCE 12/31/11	REMAINING FUNDING REQUIREMENT	2012 ANNUAL FUNDING REQUIREMENT
ROOF REPLACEMENT	30	30	27,900.00	0.00	27,900.00	930.00
BUILDING PAINTING	4	4	10,000.00	0.00	10,000.00	2,500.00
PAVEMENT RESURFACING	25	25	9,644.00	0.00	9,644.00	385.76
			47,544.00	0.00	47,544.00	3,815.76
COST PER UNIT		SHARE	MONTHLY	QUARTERLY	ANNUALLY	
2012		1/4	263.34	790.01	3,160.04	
BUDGET NOTES:						
1. The budget represents the estimated cost of operating the Condominium Association.						
These figures are estimates only.						
2. Utility services:						
a. Telephones - unit owners individual expense						
b. Electric - each unit has it's own electric meter and will be individually billed. For common elements, there is a separate meter and electric bills for this area will be a common expense.						
c. Water & Sewer - Each building will be metered and will be a common expense						
d. Garbage/Trash Pickup - pickup is a homeowner expense and fee included on their tax bill						
e. Exterior Pest Control - This will be a common expense with interior pest control done on an as-needed basis.						
f. Other - unit owners will be responsible for paying their own personal property taxes & real property taxes.						
3. Reserves for capital expenditures and deferred maintenance are mandated by statute, unless funding is waived for a given year by a vote of the unit owners. When this budget was prepared, the construction had not yet begun. Therefore, the estimated remaining useful life of the Reserve components is the same as the remaining life. The current balance in all Reserve accounts is "zero".						
DEVELOPER WILL VOTE TO WAIVE THE FUNDING OF RESERVES FOR THE FIRST TWO FISCAL YEARS AS PERMITTED BY SECTION 718.112(2)(F)(2), Florida Statutes..						
The developer will instead provide for a single general reserve account, restricted to use for capital expenditures and deferred maintenance and funded in the same amount as would be required to fund statutory reserves. The General Reserve shall be funded for buildings or improvements for which surveyor's certificate of substantial completion has been recorded, as required by Section 718.104(4)(e), Florida Statutes.						
4. STATUTORY ASSESSMENT GUARANTEE						
a. The Developer guarantees that from the recording of the Declaration of Condominium until December 31, 2012, or the date of which control of the Condominium Association is turned over to the unit owners other than the Developer ("the turnover date"), whichever occurs first, quarterly assessments against each unit will not exceed \$790.01						
b. If the turnover date has not occurred by December 31, 2012, the Developer further guarantees that from January 1, 2013 until whichever first to occur, December 31, 2013 or the turnover date, quarterly assessments against each unit for common expenses for the Condominium Association will not exceed \$908.51						
c. If the turnover date has not occurred by December 31, 2013, the Developer further agrees that from January 1, 2014 until December 31, 2014 or the turnover date, quarterly assessments against each unit for common expenses for the Condominium Association will not exceed \$1,044.79						
During the Guarantee Period, the Developer and all units owned by the Developer will not be subject to assessments for the common expenses, instead the Developer will fund the difference, if any, between assessments at the guaranteed level and the common expenses incurred during the guarantee period. If at any time during the guarantee period funds collected from all unit owners other than the Developer are not sufficient to provide payment on a timely basis of all common expenses, the Developer shall provide an accounting and fund any outstanding deficits. This guarantee is also stated in Section 14.10.1 of the Declaration of Condominium.						
5. The owner of each unit is required to be a member of Treviso Bay Golf Club, Inc. and has one vote in the Club's affairs.						
Assessments are payable directly to the Club in the amount of \$2,554.00 per year.						
6. The owner of each unit will be required to be a voting member of the Treviso Bay Property Owners Master Association, Inc. Assessments are payable directly to the Association in the amount of \$1,446.00 annually together with an annual cable fee of \$505.32. Once food is available, there will be an annual \$500.00 minimum for food.						
7. Unit owners will pay approximately \$1,380.00 per year per unit for the Wentworth Estates Community Development District Debt Service Assessment. It is anticipated that the District Maintenance Special Assessment for 2012 will be approximately \$210.25 per year per unit. The CDD assessments are contained on and are a part of the annual property tax bill for the Unit.						
THE BUDGET CONTAINED IN THIS OFFERING CIRCULAR HAS BEEN PREPARED IN ACCORDANCE WITH THE CONDOMINIUM ACT AND IS A GOOD FAITH ESTIMATE ONLY AND REPRESENTS AN APPROXIMATION OF FUTURE EXPENSES BASED ON FACTS AND CIRCUMSTANCES EXISTING AT THE TIME OF IT'S PREPARATION. ACTUAL COSTS OF SUCH ITEMS MAY EXCEED THE ESTIMATED COSTS. SUCH CHANGES IN COST DO NOT CONSTITUTE MATERIAL ADVERSE CHANGES IN THE OFFERING.						
ESTIMATED COSTS. SUCH CHANGES IN COST DO NOT CONSTITUTE MATERIAL ADVERSE CHANGES IN THE OFFERING.						

COACH HOMES I AT TREVISO BAY CONDOMINIUM ASSOCIATION

2012 ACTUAL BUDGET

JANUARY 1 - DECEMBER 31, 2012

PHASED CONDOMINIUM BUDGET - PHASE I & II ONLY (BUILDINGS 4 & 14)

8 Units

	2012 ACTUAL BUDGET	2012 QUARTERLY	2012 MONTHLY	2012 MONTHLY COST PER UNIT		
ADMINISTRATIVE EXPENSES						
MANAGEMENT FEE INCL ACCOUNTING	1,440.00	360.00	120.00	15.00		
ANNUAL CORPORATE REPORT	62.00	15.50	5.17	0.65		
ANNUAL DIVISION FEES	32.00	8.00	2.67	0.33		
LEGAL EXPENSES	219.84	54.96	18.32	2.29		
OFFICE EXPENSE	96.00	24.00	8.00	1.00		
TAX PREPARATION	250.00	62.50	20.83	2.60		
TOTAL ADMIN. EXPENSES	2,099.84	524.96	174.99	21.87		
OPERATING EXPENSES						
LAWN SERVICE	2,784.00	696.00	232.00	29.00		
FERTILIZER/PEST CONTROL (Incl. In Lawn Serv)	0.00	0.00	0.00	0.00		
MULCH (Incl Labor & Material)	1,142.40	285.60	95.20	11.90		
PLANT REPLACEMENT	160.32	40.08	13.36	1.67		
IRRIGATION MAINTENANCE	60.48	15.12	5.04	0.63		
TREE TRIMMING	180.48	45.12	15.04	1.88		
BUILDING MAINTENANCE	199.68	49.92	16.64	2.08		
ANNUAL BUILDING INSPECTION	162.24	40.56	13.52	1.69		
EXTERIOR PEST CONTROL	149.76	37.44	12.48	1.56		
ANNUAL FIRE ALARM INSPECTIONS	149.76	37.44	12.48	1.56		
ANNUAL FIRE SPRINKLER INSPEC	572.16	143.04	47.68	5.96		
ALARM REPAIRS	240.00	60.00	20.00	2.50		
INSURANCE (PROPERTY & LIABILITY- Incl Flood)	4,999.68	1,249.92	416.64	52.08		
INSURANCE (D&O)	400.00	100.00	33.33	4.17		
INSURANCE (FIDELITY)	328.00	82.00	27.33	3.42		
CONTINGENCY	1,040.16	260.04	86.68	10.84		
TOTAL OPER. EXPENSES	12,569.12	2,882.24	960.75	130.93		
UTILITIES						
ELECTRICITY	99.84	24.96	8.32	1.04		
WATER/SEWER	2,880.00	720.00	240.00	30.00		
TOTAL UTILITIES	2,979.84	744.96	248.32	31.04		
OTHER EXPENSES						
SECURITY PROVISIONS	N/A	N/A	N/A	N/A		
RENT FOR REC. AND OTHER	N/A	N/A	N/A	N/A		
TAXES ON ASSOCIATION PROP.	N/A	N/A	N/A	N/A		
TAXES ON LEASED AREAS	N/A	N/A	N/A	N/A		
TOTAL OTHER EXPENSES	0.00	0.00	0.00	0.00		
TOTAL EXPENSES	17,648.80	4,412.20	1,470.73	183.84		
RESERVES	7,631.52	1,907.88	635.96	79.50		
TOTAL EXPENSES & RESERVES	25,280.32	6,320.08	2,106.69	263.34		

COACH HOMES I AT TREVISO BAY CONDOMINIUM ASSOCIATION

2012 ACTUAL BUDGET

JANUARY 1 - DECEMBER 31, 2012

PHASED CONDOMINIUM BUDGET - PHASE I thru III ONLY (BUILDINGS 4,14,6)

12 Units

	2012 ACTUAL BUDGET	2012 QUARTERLY	2012 MONTHLY	2012 MONTHLY COST PER UNIT		
ADMINISTRATIVE EXPENSES						
MANAGEMENT FEE INCL ACCOUNTING	2,160.00	540.00	180.00	15.00		
ANNUAL CORPORATE REPORT	62.00	15.50	5.17	0.43		
ANNUAL DIVISION FEES	48.00	12.00	4.00	0.33		
LEGAL EXPENSES	329.76	82.44	27.48	2.29		
OFFICE EXPENSE	144.00	36.00	12.00	1.00		
TAX PREPARATION	250.00	62.50	20.83	1.74		
TOTAL ADMIN. EXPENSES	2,993.76	748.44	249.48	20.79		
OPERATING EXPENSES						
LAWN SERVICE	4,176.00	1,044.00	348.00	29.00		
FERTILIZER/PEST CONTROL (Incl in Lawn Serv)	0.00	0.00	0.00	0.00		
MULCH (Incl Labor & Material)	1,713.60	428.40	142.80	11.90		
PLANT REPLACEMENT	240.48	60.12	20.04	1.67		
IRRIGATION MAINTENANCE	90.72	22.68	7.56	0.63		
TREE TRIMMING	270.72	67.68	22.56	1.88		
BUILDING MAINTENANCE	299.52	74.88	24.96	2.08		
ANNUAL BUILDING INSPECTION	243.36	60.84	20.28	1.69		
EXTERIOR PEST CONTROL	224.64	56.16	18.72	1.56		
ANNUAL FIRE ALARM INSPECTIONS	224.64	56.16	18.72	1.56		
ANNUAL FIRE SPRINKLER INSPEC	858.24	214.56	71.52	5.96		
ALARM REPAIRS	360.00	90.00	30.00	2.50		
INSURANCE (PROPERTY & LIABILITY- Incl Flood)	7,499.52	1,874.88	624.96	52.08		
INSURANCE (D&O)	400.00	100.00	33.33	2.78		
INSURANCE (FIDELITY)	328.00	82.00	27.33	2.28		
CONTINGENCY	2,080.20	520.05	173.35	14.45		
TOTAL OPER. EXPENSES	19,009.64	4,232.36	1,410.79	132.01		
UTILITIES						
ELECTRICITY	149.76	37.44	12.48	1.04		
WATER/SEWER	4,320.00	1,080.00	360.00	30.00		
TOTAL UTILITIES	4,469.76	1,117.44	372.48	31.04		
OTHER EXPENSES						
SECURITY PROVISIONS	N/A	N/A	N/A	N/A		
RENT FOR REC. AND OTHER	N/A	N/A	N/A	N/A		
TAXES ON ASSOCIATION PROP.	N/A	N/A	N/A	N/A		
TAXES ON LEASED AREAS	N/A	N/A	N/A	N/A		
TOTAL OTHER EXPENSES	0.00	0.00	0.00	0.00		
TOTAL EXPENSES	26,473.16	6,618.29	2,206.10	183.84		
RESERVES	11,447.28	2,861.82	953.94	79.50		
TOTAL EXPENSES & RESERVES	37,920.44	9,480.11	3,160.04	263.34		

COACH HOMES I AT TREVISO BAY CONDOMINIUM ASSOCIATION RESERVES FOR CAPITAL EXPENDITURES AND DEFERRED MAINTENANCE 2012						
ASSET	ESTIMATED LIFE	ESTIMATED REMAINING LIFE (YRS)	REPLACEMENT COST	ESTIMATED BALANCE 12/31/11	REMAINING FUNDING REQUIREMENT	2012 ANNUAL FUNDING REQUIREMENT
ROOF REPLACEMENT	30	30	83,700.00	0.00	83,700.00	2,790.00
BUILDING PAINTING	4	4	30,000.00	0.00	30,000.00	7,500.00
PAVEMENT RESURFACING	25	25	28,932.00	0.00	28,932.00	1,157.28
			142,632.00	0.00	142,632.00	11,447.28
COST PER UNIT		SHARE	MONTHLY	QUARTERLY	ANNUALLY	
2012		1/12	263.34	790.01	3,160.04	
BUDGET NOTES:						
1. The budget represents the estimated cost of operating the Condominium Association. These figures are estimates only.						
2. Utility services:						
a. Telephones - unit owners individual expense						
b. Electric - each unit has it's own electric meter and will be individually billed. For common elements, there is a separate meter and electric bills for this area will be a common expense.						
c. Water & Sewer - Each building will be metered and will be a common expense						
d. Garbage/Trash Pickup - pickup is a homeowner expense and fee included on their tax bill						
e. Exterior Pest Control - This will be a common expense with interior pest control done on an as-needed basis.						
f. Other - unit owners will be responsible for paying their own personal property taxes & real property taxes.						
3. Reserves for capital expenditures and deferred maintenance are mandated by statute, unless funding is waived for a given year by a vote of the unit owners. When this budget was prepared, the construction had not yet begun. Therefore, the estimated remaining useful life of the Reserve components is the same as the remaining life. The current balance in all Reserve accounts is "zero".						
DEVELOPER WILL VOTE TO WAIVE THE FUNDING OF RESERVES FOR THE FIRST TWO FISCAL YEARS AS PERMITTED BY SECTION 718.112(2)(F)(2), Florida Statutes..						
The developer will instead provide for a single general reserve account, restricted to use for capital expenditures and deferred maintenance and funded in the same amount as would be required to fund statutory reserves. The General Reserve shall be funded for buildings or improvements for which surveyor's certificate of substantial completion has been recorded, as required by Section 718.104(4)(e), Florida Statutes.						
4. STATUTORY ASSESSMENT GUARANTEE						
a. The Developer guarantees that from the recording of the Declaration of Condominium until December 31, 2012, or the date of which control of the Condominium Association is turned over to the unit owners other than the Developer ("the turnover date"), whichever occurs first, quarterly assessments against each unit will not exceed \$790.01						
b. If the turnover date has not occurred by December 31, 2012, the Developer further guarantees that from January 1, 2013 until whichever first to occur, December 31, 2013 or the turnover date, quarterly assessments against each unit for common expenses for the Condominium Association will not exceed \$908.51						
c. If the turnover date has not occurred by December 31, 2013, the Developer further agrees that from January 1, 2014 until December 31, 2014 or the turnover date, quarterly assessments against each unit for common expenses for the Condominium Association will not exceed \$1,044.79						
During the Guarantee Period, the Developer and all units owned by the Developer will not be subject to assessments for the common expenses, instead the Developer will fund the difference, if any, between assessments at the guaranteed level and the common expenses incurred during the guarantee period. If at any time during the guarantee period funds collected from all unit owners other than the Developer are not sufficient to provide payment on a timely basis of all common expenses, the Developer shall provide an accounting and fund any outstanding deficits. This guarantee is also stated in Section 14.10.1 of the Declaration of Condominium.						
5. The owner of each unit is required to be a member of Treviso Bay Golf Club, Inc. and has one vote in the Club's affairs. Assessments are payable directly to the Club in the amount of \$2,554.00 per year.						
6. The owner of each unit will be required to be a voting member of the Treviso Bay Property Owners Master Association, Inc. Assessments are payable directly to the Association in the amount of \$1,446.00 annually together with an annual cable fee of \$505.32. Once food is available, there will be an annual \$500.00 minimum for food.						
7. Unit owners will pay approximately \$1,380.00 per year per unit for the Wentworth Estates Community Development District Debt Service Assessment. It is anticipated that the District Maintenance Special Assessment for 2012 will be approximately \$210.25 per year per unit. The CDD assessments are contained on and are a part of the annual property tax bill for the Unit.						
THE BUDGET CONTAINED IN THIS OFFERING CIRCULAR HAS BEEN PREPARED IN ACCORDANCE WITH THE CONDOMINIUM ACT AND IS A GOOD FAITH ESTIMATE ONLY AND REPRESENTS AN APPROXIMATION OF FUTURE EXPENSES BASED ON FACTS AND CIRCUMSTANCES EXISTING AT THE TIME OF IT'S PREPARATION. ACTUAL COSTS OF SUCH ITEMS MAY EXCEED THE ESTIMATED COSTS. SUCH CHANGES IN COST DO NOT CONSTITUTE MATERIAL ADVERSE CHANGES IN THE OFFERING. ESTIMATED COSTS. SUCH CHANGES IN COST DO NOT CONSTITUTE MATERIAL ADVERSE CHANGES IN THE OFFERING.						

COACH HOMES I AT TREVISO BAY CONDOMINIUM ASSOCIATION

2012 ACTUAL BUDGET

JANUARY 1 - DECEMBER 31, 2010

PHASED CONDOMINIUM BUDGET - PHASE I thru IV ONLY (BUILDINGS BUILDINGS 4,14,6,13)

16 Units

	2010 ACTUAL BUDGET	2010 QUARTERLY	2010 MONTHLY	2010 MONTHLY COST PER UNIT		
ADMINISTRATIVE EXPENSES						
MANAGEMENT FEE INCL ACCOUNTING	2,880.00	720.00	240.00	15.00		
ANNUAL CORPORATE REPORT	62.00	15.50	5.17	0.32		
ANNUAL DIVISION FEES	64.00	16.00	5.33	0.33		
LEGAL EXPENSES	439.68	109.92	36.64	2.29		
OFFICE EXPENSE	192.00	48.00	16.00	1.00		
TAX PREPARATION	250.00	62.50	20.83	1.30		
TOTAL ADMIN. EXPENSES	3,887.68	971.92	323.97	20.25		
OPERATING EXPENSES						
LAWN SERVICE	5,568.00	1,392.00	464.00	29.00		
FERTILIZER/PEST CONTROL (Incl in Lawn Serv)	0.00	0.00	0.00	0.00		
MULCH (Incl Labor & Material)	2,284.80	571.20	190.40	11.90		
PLANT REPLACEMENT	320.64	80.16	26.72	1.67		
IRRIGATION MAINTENANCE	120.96	30.24	10.08	0.63		
TREE TRIMMING	360.96	90.24	30.08	1.88		
BUILDING MAINTENANCE	399.36	99.84	33.28	2.08		
ANNUAL BUILDING INSPECTION	324.48	81.12	27.04	1.69		
EXTERIOR PEST CONTROL	299.52	74.88	24.96	1.56		
ANNUAL FIRE ALARM INSPECTIONS	299.52	74.88	24.96	1.56		
ANNUAL FIRE SPRINKLER INSPC	1,144.32	286.08	95.36	5.96		
ALARM REPAIRS	480.00	120.00	40.00	2.50		
INSURANCE (PROPERTY & LIABILITY- Incl Flood)	9,999.36	2,499.84	833.28	52.08		
INSURANCE (D&O)	400.00	100.00	33.33	2.08		
INSURANCE (FIDELITY)	328.00	82.00	27.33	1.71		
CONTINGENCY	3,120.32	780.08	260.03	16.25		
TOTAL OPER. EXPENSES	25,450.24	5,582.48	1,860.83	132.55		
UTILITIES						
ELECTRICITY	199.68	49.92	16.64	1.04		
WATER/SEWER	5,760.00	1,440.00	480.00	30.00		
TOTAL UTILITIES	5,959.68	1,489.92	496.64	31.04		
OTHER EXPENSES						
SECURITY PROVISIONS	N/A	N/A	N/A	N/A		
RENT FOR REC. AND OTHER	N/A	N/A	N/A	N/A		
TAXES ON ASSOCIATION PROP.	N/A	N/A	N/A	N/A		
TAXES ON LEASED AREAS	N/A	N/A	N/A	N/A		
TOTAL OTHER EXPENSES	0.00	0.00	0.00	0.00		
TOTAL EXPENSES	35,297.60	8,824.40	2,941.47	183.84		
RESERVES	15,263.04	3,815.76	1,271.92	79.50		
TOTAL EXPENSES & RESERVES	50,560.64	12,640.16	4,213.39	263.34		

**COACH HOMES I AT TREVISO BAY CONDOMINIUM ASSOCIATION
RESERVES FOR CAPITAL EXPENDITURES AND
DEFERRED MAINTENANCE 2010**

ASSET	ESTIMATED LIFE	ESTIMATED REMAINING LIFE (YRS)	REPLACEMENT COST	ESTIMATED BALANCE 12/31/11	REMAINING FUNDING REQUIREMENT	2010 ANNUAL FUNDING REQUIREMENT
ROOF REPLACEMENT	30	30	111,600.00	0.00	111,600.00	3,720.00
BUILDING PAINTING	4	4	40,000.00	0.00	40,000.00	10,000.00
PAVEMENT RESURFACING	25	25	38,576.00	0.00	38,576.00	1,543.04
			190,176.00	0.00	190,176.00	15,263.04

COST PER UNIT	SHARE	MONTHLY	QUARTERLY	ANNUALLY
2012	1/16	263.34	790.01	3,160.04

BUDGET NOTES:

1. The budget represents the estimated cost of operating the Condominium Association. These figures are estimates only.

2. Utility services:

- a. Telephones - unit owners individual expense
- b. Electric - each unit has its own electric meter and will be individually billed. For common elements, there is a separate meter and electric bills for this area will be a common expense.
- c. Water & Sewer - Each building will be metered and will be a common expense
- d. Garbage/Trash Pickup - pickup is a homeowner expense and fee included on their tax bill
- e. Exterior Pest Control - This will be a common expense with interior pest control done on an as-needed basis.
- f. Other - unit owners will be responsible for paying their own personal property taxes & real property taxes.

3. Reserves for capital expenditures and deferred maintenance are mandated by statute, unless funding is waived for a given year by a vote of the unit owners. When this budget was prepared, the construction had not yet begun. Therefore, the estimated remaining useful life of the Reserve components is the same as the remaining life. The current balance in all Reserve accounts is "zero".

DEVELOPER WILL VOTE TO WAIVE THE FUNDING OF RESERVES FOR THE FIRST TWO FISCAL YEARS AS PERMITTED BY SECTION 718.112(2)(F)(2), Florida Statutes..

The developer will instead provide for a single general reserve account, restricted to use for capital expenditures and deferred maintenance and funded in the same amount as would be required to fund statutory reserves. The General Reserve shall be funded for buildings or improvements for which surveyor's certificate of substantial completion has been recorded, as required by Section 718.104(4)(e), Florida Statutes.

4. STATUTORY ASSESSMENT GUARANTEE

a. The Developer guarantees that from the recording of the Declaration of Condominium until December 31, 2012, or the date of which control of the Condominium Association is turned over to the unit owners other than the Developer ("the turnover date"), whichever occurs first, quarterly assessments against each unit will not exceed \$790.01

b. If the turnover date has not occurred by December 31, 2012, the Developer further guarantees that from January 1, 2013 until whichever first to occur, December 31, 2013 or the turnover date, quarterly assessments against each unit for common expenses for the Condominium Association will not exceed \$908.51

c. If the turnover date has not occurred by December 31, 2013, the Developer further agrees that from January 1, 2014 until December 31, 2014 or the turnover date, quarterly assessments against each unit for common expenses for the Condominium Association will not exceed \$1,044.79

During the Guarantee Period, the Developer and all units owned by the Developer will not be subject to assessments for the common expenses, instead the Developer will fund the difference, if any, between assessments at the guaranteed level and the common expenses incurred during the guarantee period. If at any time during the guarantee period funds collected from all unit owners other than the Developer are not sufficient to provide payment on a timely basis of all common expenses, the Developer shall provide an accounting and fund any outstanding deficits. This guarantee is also stated in Section 14.10.1 of the Declaration of Condominium.

5. The owner of each unit is required to be a member of Treviso Bay Golf Club, Inc. and has one vote in the Club's affairs. Assessments are payable directly to the Club in the amount of \$2,554.00 per year.

6. The owner of each unit will be required to be a voting member of the Treviso Bay Property Owners Master Association, Inc. Assessments are payable directly to the Association in the amount of \$1,446.00 annually together with an annual cable fee of \$505.32. Once food is available, there will be an annual \$500.00 minimum for food.

7. Unit owners will pay approximately \$1,380.00 per year per unit for the Wentworth Estates Community Development District Debt Service Assessment. It is anticipated that the District Maintenance Special Assessment for 2012 will be approximately \$210.25 per year per unit. The CDD assessments are contained on and are a part of the annual property tax bill for the Unit.

THE BUDGET CONTAINED IN THIS OFFERING CIRCULAR HAS BEEN PREPARED IN ACCORDANCE WITH THE CONDOMINIUM ACT AND IS A GOOD FAITH ESTIMATE ONLY AND REPRESENTS AN APPROXIMATION OF FUTURE EXPENSES BASED ON FACTS AND CIRCUMSTANCES EXISTING AT THE TIME OF ITS PREPARATION. ACTUAL COSTS OF SUCH ITEMS MAY EXCEED THE ESTIMATED COSTS. SUCH CHANGES IN COST DO NOT CONSTITUTE MATERIAL ADVERSE CHANGES IN THE OFFERING. ESTIMATED COSTS. SUCH CHANGES IN COST DO NOT CONSTITUTE MATERIAL ADVERSE CHANGES IN THE OFFERING.

COACH HOMES I AT TREVISO BAY CONDOMINIUM ASSOCIATION

2012 ACTUAL BUDGET

JANUARY 1 - DECEMBER 31, 2012

PHASED CONDOMINIUM BUDGET - PHASE I thru V ONLY (BUILDINGS 4,14,6,13,7)

20 Units

	2012 ACTUAL BUDGET	2012 QUARTERLY	2012 MONTHLY	2012 MONTHLY COST PER UNIT		
ADMINISTRATIVE EXPENSES						
MANAGEMENT FEE INCL ACCOUNTING	3,600.00	900.00	300.00	15.00		
ANNUAL CORPORATE REPORT	62.00	15.50	5.17	0.26		
ANNUAL DIVISION FEES	80.00	20.00	6.67	0.33		
LEGAL EXPENSES	549.60	137.40	45.80	2.29		
OFFICE EXPENSE	240.00	60.00	20.00	1.00		
TAX PREPARATION	250.00	62.50	20.83	1.04		
TOTAL ADMIN. EXPENSES	4,781.60	1,195.40	398.47	19.92		
OPERATING EXPENSES						
LAWN SERVICE	6,960.00	1,740.00	580.00	29.00		
FERTILIZER/PEST CONTROL (Incl in Lawn Serv)	0.00	0.00	0.00	0.00		
MULCH (Incl Labor & Material)	2,856.00	714.00	238.00	11.90		
PLANT REPLACEMENT	400.80	100.20	33.40	1.67		
IRRIGATION MAINTENANCE	151.20	37.80	12.60	0.63		
TREE TRIMMING	451.20	112.80	37.60	1.88		
BUILDING MAINTENANCE	499.20	124.80	41.60	2.08		
ANNUAL BUILDING INSPECTION	405.60	101.40	33.80	1.69		
EXTERIOR PEST CONTROL	374.40	93.60	31.20	1.56		
ANNUAL FIRE ALARM INSPECTIONS	374.40	93.60	31.20	1.56		
ANNUAL FIRE SPRINKLER INSPEC	1,430.40	357.60	119.20	5.96		
ALARM REPAIRS	600.00	150.00	50.00	2.50		
INSURANCE (PROPERTY & LIABILITY- Incl Flood)	12,499.20	3,124.80	1,041.60	52.08		
INSURANCE (D&O)	400.00	100.00	33.33	1.67		
INSURANCE (FIDELITY)	328.00	82.00	27.33	1.37		
CONTINGENCY	4,160.40	1,040.10	346.70	17.34		
TOTAL OPER. EXPENSES	31,890.80	6,932.60	2,310.87	132.88		
UTILITIES						
ELECTRICITY	249.60	62.40	20.80	1.04		
WATER/SEWER	7,200.00	1,800.00	600.00	30.00		
TOTAL UTILITIES	7,449.60	1,862.40	620.80	31.04		
OTHER EXPENSES						
SECURITY PROVISIONS	N/A	N/A	N/A	N/A		
RENT FOR REC. AND OTHER	N/A	N/A	N/A	N/A		
TAXES ON ASSOCIATION PROP.	N/A	N/A	N/A	N/A		
TAXES ON LEASED AREAS	N/A	N/A	N/A	N/A		
TOTAL OTHER EXPENSES	0.00	0.00	0.00	0.00		
TOTAL EXPENSES	44,122.00	11,030.50	3,676.83	183.84		
RESERVES	19,078.80	4,769.70	1,589.90	79.50		
TOTAL EXPENSES & RESERVES	63,200.80	15,800.20	5,266.73	263.34		

COACH HOMES I AT TREVISO BAY CONDOMINIUM ASSOCIATION RESERVES FOR CAPITAL EXPENDITURES AND DEFERRED MAINTENANCE 2012						
ASSET	ESTIMATED LIFE	ESTIMATED REMAINING LIFE (YRS)	REPLACEMENT COST	ESTIMATED BALANCE 12/31/11	REMAINING FUNDING REQUIREMENT	2012 ANNUAL FUNDING REQUIREMENT
ROOF REPLACEMENT	30	30	139,500.00	0.00	139,500.00	4,650.00
BUILDING PAINTING	4	4	50,000.00	0.00	50,000.00	12,500.00
PAVEMENT RESURFACING	25	25	48,220.00	0.00	48,220.00	1,928.80
			237,720.00	0.00	237,720.00	19,078.80
COST PER UNIT		SHARE	MONTHLY	QUARTERLY	ANNUALLY	
2012		1/20	263.34	790.01	3,160.04	
BUDGET NOTES:						
1. The budget represents the estimated cost of operating the Condominium Association. These figures are estimates only.						
2. Utility services:						
a. Telephones - unit owners individual expense						
b. Electric - each unit has it's own electric meter and will be individually billed. For common elements, there is a separate meter and electric bills for this area will be a common expense.						
c. Water & Sewer - Each building will be metered and will be a common expense						
d. Garbage/Trash Pickup - pickup is a homeowner expense and fee included on their tax bill						
e. Exterior Pest Control - This will be a common expense with interior pest control done on an as-needed basis.						
f. Other - unit owners will be responsible for paying their own personal property taxes & real property taxes.						
3. Reserves for capital expenditures and deferred maintenance are mandated by statute, unless funding is waived for a given year by a vote of the unit owners. When this budget was prepared, the construction had not yet begun. Therefore, the estimated remaining useful life of the Reserve components is the same as the remaining life. The current balance in all Reserve accounts is "zero".						
DEVELOPER WILL VOTE TO WAIVE THE FUNDING OF RESERVES FOR THE FIRST TWO FISCAL YEARS AS PERMITTED BY SECTION 718.112(2)(F)(2), Florida Statutes..						
The developer will instead provide for a single general reserve account, restricted to use for capital expenditures and deferred maintenance and funded in the same amount as would be required to fund statutory reserves. The General Reserve shall be funded for buildings or improvements for which surveyor's certificate of substantial completion has been recorded, as required by Section 718.104(4)(e), Florida Statutes.						
4. STATUTORY ASSESSMENT GUARANTEE						
a. The Developer guarantees that from the recording of the Declaration of Condominium until December 31, 2012, or the date of which control of the Condominium Association is turned over to the unit owners other than the Developer ("the turnover date"), whichever occurs first, quarterly assessments against each unit will not exceed \$790.01						
b. If the turnover date has not occurred by December 31, 2012, the Developer further guarantees that from January 1, 2013 until whichever first to occur, December 31, 2013 or the turnover date, quarterly assessments against each unit for common expenses for the Condominium Association will not exceed \$908.51						
c. If the turnover date has not occurred by December 31, 2013, the Developer further agrees that from January 1, 2014 until December 31, 2014 or the turnover date, quarterly assessments against each unit for common expenses for the Condominium Association will not exceed \$1,044.79						
During the Guarantee Period, the Developer and all units owned by the Developer will not be subject to assessments for the common expenses, instead the Developer will fund the difference, if any, between assessments at the guaranteed level and the common expenses incurred during the guarantee period. If at any time during the guarantee period funds collected from all unit owners other than the Developer are not sufficient to provide payment on a timely basis of all common expenses, the Developer shall provide an accounting and fund any outstanding deficits. This guarantee is also stated in Section 14.10.1 of the Declaration of Condominium.						
5. The owner of each unit is required to be a member of Treviso Bay Golf Club, Inc. and has one vote in the Club's affairs. Assessments are payable directly to the Club in the amount of \$2,554.00 per year.						
6. The owner of each unit will be required to be a voting member of the Treviso Bay Property Owners Master Association, Inc. Assessments are payable directly to the Association in the amount of \$1,446.00 annually together with an annual cable fee of \$505.32. Once food is available, there will be an annual \$500.00 minimum for food.						
7. Unit owners will pay approximately \$1,380.00 per year per unit for the Wentworth Estates Community Development District Debt Service Assessment. It is anticipated that the District Maintenance Special Assessment for 2012 will be approximately \$210.25 per year per unit. The CDD assessments are contained on and are a part of the annual property tax bill for the Unit.						
THE BUDGET CONTAINED IN THIS OFFERING CIRCULAR HAS BEEN PREPARED IN ACCORDANCE WITH THE CONDOMINIUM ACT AND IS A GOOD FAITH ESTIMATE ONLY AND REPRESENTS AN APPROXIMATION OF FUTURE EXPENSES BASED ON FACTS AND CIRCUMSTANCES EXISTING AT THE TIME OF IT'S PREPARATION. ACTUAL COSTS OF SUCH ITEMS MAY EXCEED THE ESTIMATED COSTS. SUCH CHANGES IN COST DO NOT CONSTITUTE MATERIAL ADVERSE CHANGES IN THE OFFERING. ESTIMATED COSTS. SUCH CHANGES IN COST DO NOT CONSTITUTE MATERIAL ADVERSE CHANGES IN THE OFFERING.						

COACH HOMES I AT TREVISO BAY CONDOMINIUM ASSOCIATION

2012 ACTUAL BUDGET

JANUARY 1 - DECEMBER 31, 2012

PHASED CONDOMINIUM BUDGET - PHASE I thru VI ONLY (BUILDINGS 4,14,6,13,7,12)

24 Units

	2012 ACTUAL BUDGET	2012 QUARTERLY	2012 MONTHLY	2012 MONTHLY COST PER UNIT		
ADMINISTRATIVE EXPENSES						
MANAGEMENT FEE INCL ACCOUNTING	4,320.00	1,080.00	360.00	15.00		
ANNUAL CORPORATE REPORT	62.00	15.50	5.17	0.22		
ANNUAL DIVISION FEES	96.00	24.00	8.00	0.33		
LEGAL EXPENSES	659.52	164.88	54.96	2.29		
OFFICE EXPENSE	288.00	72.00	24.00	1.00		
TAX PREPARATION	250.00	62.50	20.83	0.87		
TOTAL ADMIN. EXPENSES	5,675.52	1,418.88	472.96	19.70		
OPERATING EXPENSES						
LAWN SERVICE	8,352.00	2,088.00	696.00	29.00		
FERTILIZER/PEST CONTROL (Incl. in Lawn Serv)	0.00	0.00	0.00	0.00		
MULCH (Incl Labor & Material)	3,427.20	856.80	285.60	11.90		
PLANT REPLACEMENT	480.96	120.24	40.08	1.67		
IRRIGATION MAINTENANCE	181.44	45.36	15.12	0.63		
TREE TRIMMING	541.44	135.36	45.12	1.88		
BUILDING MAINTENANCE	599.04	149.76	49.92	2.08		
ANNUAL BUILDING INSPECTION	486.72	121.68	40.56	1.69		
EXTERIOR PEST CONTROL	449.28	112.32	37.44	1.56		
ANNUAL FIRE ALARM INSPECTIONS	449.28	112.32	37.44	1.56		
ANNUAL FIRE SPRINKLER INSPEC	1,716.48	429.12	143.04	5.96		
ALARM REPAIRS	720.00	180.00	60.00	2.50		
INSURANCE (PROPERTY & LIABILITY- Incl Flood)	14,999.04	3,749.76	1,249.92	52.08		
INSURANCE (D&O)	400.00	100.00	33.33	1.39		
INSURANCE (FIDELITY)	328.00	82.00	27.33	1.14		
CONTINGENCY	5,200.56	1,300.14	433.38	18.06		
TOTAL OPER. EXPENSES	38,331.44	8,282.72	2,760.91	133.10		
UTILITIES						
ELECTRICITY	299.52	74.88	24.96	1.04		
WATER/SEWER	8,640.00	2,160.00	720.00	30.00		
TOTAL UTILITIES	8,939.52	2,234.88	744.96	31.04		
OTHER EXPENSES						
SECURITY PROVISIONS	N/A	N/A	N/A	N/A		
RENT FOR REC. AND OTHER	N/A	N/A	N/A	N/A		
TAXES ON ASSOCIATION PROP.	N/A	N/A	N/A	N/A		
TAXES ON LEASED AREAS	N/A	N/A	N/A	N/A		
TOTAL OTHER EXPENSES	0.00	0.00	0.00	0.00		
TOTAL EXPENSES	52,946.48	13,236.62	4,412.21	183.84		
RESERVES	22,894.56	5,723.64	1,907.88	79.50		
TOTAL EXPENSES & RESERVES	75,841.04	18,960.26	6,320.09	263.34		

**COACH HOMES I AT TREVISO BAY CONDOMINIUM ASSOCIATION
RESERVES FOR CAPITAL EXPENDITURES AND
DEFERRED MAINTENANCE 2012**

ASSET	ESTIMATED LIFE	ESTIMATED REMAINING LIFE (YRS)	REPLACEMENT COST	ESTIMATED BALANCE 12/31/11	REMAINING FUNDING REQUIREMENT	2012 ANNUAL FUNDING REQUIREMENT
ROOF REPLACEMENT	30	30	167,400.00	0.00	167,400.00	5,580.00
BUILDING PAINTING	4	4	60,000.00	0.00	60,000.00	15,000.00
PAVEMENT RESURFACING	25	25	57,864.00	0.00	57,864.00	2,314.56
			285,264.00	0.00	285,264.00	22,894.56

COST PER UNIT

2012

SHARE

1/24

MONTHLY

263.34

QUARTERLY

790.01

ANNUALLY

3,160.04

BUDGET NOTES:

1. The budget represents the estimated cost of operating the Condominium Association. These figures are estimates only.

2. Utility services:

- a. Telephones - unit owners individual expense
- b. Electric - each unit has it's own electric meter and will be individually billed. For common elements, there is a separate meter and electric bills for this area will be a common expense.
- c. Water & Sewer - Each building will be metered and will be a common expense
- d. Garbage/Trash Pickup - pickup is a homeowner expense and fee included on their tax bill
- e. Exterior Pest Control - This will be a common expense with interior pest control done on an as-needed basis.
- f. Other - unit owners will be responsible for paying their own personal property taxes & real property taxes.

3. Reserves for capital expenditures and deferred maintenance are mandated by statute, unless funding is waived for a given year by a vote of the unit owners. When this budget was prepared, the construction had not yet begun. Therefore, the estimated remaining useful life of the Reserve components is the same as the remaining life. The current balance in all Reserve accounts is "zero".

DEVELOPER WILL VOTE TO WAIVE THE FUNDING OF RESERVES FOR THE FIRST TWO FISCAL YEARS AS PERMITTED BY SECTION 718.112(2)(F)(2), Florida Statutes..

The developer will instead provide for a single general reserve account, restricted to use for capital expenditures and deferred maintenance and funded in the same amount as would be required to fund statutory reserves. The General Reserve shall be funded for buildings or improvements for which surveyor's certificate of substantial completion has been recorded, as required by Section 718.104(4)(e), Florida Statutes.

4. STATUTORY ASSESSMENT GUARANTEE

a. The Developer guarantees that from the recording of the Declaration of Condominium until December 31, 2012, or the date of which control of the Condominium Association is turned over to the unit owners other than the Developer ("the turnover date"), whichever occurs first, quarterly assessments against each unit will not exceed \$790.01

b. If the turnover date has not occurred by December 31, 2012, the Developer further guarantees that from January 1, 2013 until whichever first to occur, December 31, 2013 or the turnover date, quarterly assessments against each unit for common expenses for the Condominium Association will not exceed \$908.51

c. If the turnover date has not occurred by December 31, 2013, the Developer further agrees that from January 1, 2014 until December 31, 2014 or the turnover date, quarterly assessments against each unit for common expenses for the Condominium Association will not exceed \$1,044.79

During the Guarantee Period, the Developer and all units owned by the Developer will not be subject to assessments for the common expenses, instead the Developer will fund the difference, if any, between assessments at the guaranteed level and the common expenses incurred during the guarantee period. If at any time during the guarantee period funds collected from all unit owners other than the Developer are not sufficient to provide payment on a timely basis of all common expenses, the Developer shall provide an accounting and fund any outstanding deficits. This guarantee is also stated in Section 14.10.1 of the Declaration of Condominium.

5. The owner of each unit is required to be a member of Treviso Bay Golf Club, Inc. and has one vote in the Club's affairs. Assessments are payable directly to the Club in the amount of \$2,554.00 per year.

6. The owner of each unit will be required to be a voting member of the Treviso Bay Property Owners Master Association, Inc. Assessments are payable directly to the Association in the amount of \$1,446.00 annually together with an annual cable fee of \$505.32. Once food is available, there will be an annual \$500.00 minimum for food.

7. Unit owners will pay approximately \$1,380.00 per year per unit for the Wentworth Estates Community Development District Debt Service Assessment. It is anticipated that the District Maintenance Special Assessment for 2012 will be approximately \$210.25 per year per unit. The CDD assessments are contained on and are a part of the annual property tax bill for the Unit.

THE BUDGET CONTAINED IN THIS OFFERING CIRCULAR HAS BEEN PREPARED IN ACCORDANCE WITH THE CONDOMINIUM ACT AND IS A GOOD FAITH ESTIMATE ONLY AND REPRESENTS AN APPROXIMATION OF FUTURE EXPENSES BASED ON FACTS AND CIRCUMSTANCES EXISTING AT THE TIME OF ITS PREPARATION. ACTUAL COSTS OF SUCH ITEMS MAY EXCEED THE ESTIMATED COSTS. SUCH CHANGES IN COST DO NOT CONSTITUTE MATERIAL ADVERSE CHANGES IN THE OFFERING. ESTIMATED COSTS. SUCH CHANGES IN COST DO NOT CONSTITUTE MATERIAL ADVERSE CHANGES IN THE OFFERING.

COACH HOMES I AT TREVISO BAY CONDOMINIUM ASSOCIATION

2012 ACTUAL BUDGET

JANUARY 1 - DECEMBER 31, 2012

PHASED CONDOMINIUM BUDGET - PHASE I thru VII ONLY (BUILDINGS 4,14,6,13,7,12,8)

28 Units

	2012 ACTUAL BUDGET	2012 QUARTERLY	2012 MONTHLY	2012 MONTHLY COST PER UNIT		
ADMINISTRATIVE EXPENSES						
MANAGEMENT FEE INCL ACCOUNTING	5,040.00	1,260.00	420.00	15.00		
ANNUAL CORPORATE REPORT	62.00	15.50	5.17	0.18		
ANNUAL DIVISION FEES	112.00	28.00	9.33	0.33		
LEGAL EXPENSES	769.44	192.36	64.12	2.29		
OFFICE EXPENSE	336.00	84.00	28.00	1.00		
TAX PREPARATION	250.00	62.50	20.83	0.74		
TOTAL ADMIN. EXPENSES	6,569.44	1,642.36	547.45	19.55		
OPERATING EXPENSES						
LAWN SERVICE	9,744.00	2,436.00	812.00	29.00		
FERTILIZER/PEST CONTROL (Incl. In Lawn Serv)	0.00	0.00	0.00	0.00		
MULCH (Incl Labor & Material)	3,998.40	999.60	333.20	11.90		
PLANT REPLACEMENT	561.12	140.28	46.76	1.67		
IRRIGATION MAINTENANCE	211.68	52.92	17.64	0.63		
TREE TRIMMING	631.68	157.92	52.64	1.88		
BUILDING MAINTENANCE	698.88	174.72	58.24	2.08		
ANNUAL BUILDING INSPECTION	567.84	141.96	47.32	1.69		
EXTERIOR PEST CONTROL	524.16	131.04	43.68	1.56		
ANNUAL FIRE ALARM INSPECTIONS	524.16	131.04	43.68	1.56		
ANNUAL FIRE SPRINKLER INSPEC	2,002.56	500.64	166.88	5.96		
ALARM REPAIRS	840.00	210.00	70.00	2.50		
INSURANCE (PROPERTY & LIABILITY- Incl Flood)	17,498.88	4,374.72	1,458.24	52.08		
INSURANCE (D&O)	400.00	100.00	33.33	1.19		
INSURANCE (FIDELITY)	328.00	82.00	27.33	0.98		
CONTINGENCY	6,240.64	1,560.16	520.05	18.57		
TOTAL OPER. EXPENSES	44,772.00	9,632.84	3,210.95	133.25		
UTILITIES						
ELECTRICITY	349.44	87.36	29.12	1.04		
WATER/SEWER	10,080.00	2,520.00	840.00	30.00		
TOTAL UTILITIES	10,429.44	2,607.36	869.12	31.04		
OTHER EXPENSES						
SECURITY PROVISIONS	N/A	N/A	N/A	N/A		
RENT FOR REC. AND OTHER	N/A	N/A	N/A	N/A		
TAXES ON ASSOCIATION PROP.	N/A	N/A	N/A	N/A		
TAXES ON LEASED AREAS	N/A	N/A	N/A	N/A		
TOTAL OTHER EXPENSES	0.00	0.00	0.00	0.00		
TOTAL EXPENSES	61,770.88	15,442.72	5,147.57	183.84		
RESERVES	26,710.32	6,677.58	2,225.86	79.50		
TOTAL EXPENSES & RESERVES	88,481.20	22,120.30	7,373.43	263.34		

**COACH HOMES I AT TREVISO BAY CONDOMINIUM ASSOCIATION
RESERVES FOR CAPITAL EXPENDITURES AND
DEFERRED MAINTENANCE 2012**

ASSET	ESTIMATED LIFE	ESTIMATED REMAINING LIFE (YRS)	REPLACEMENT COST	ESTIMATED BALANCE 12/31/11	REMAINING FUNDING REQUIREMENT	2012 ANNUAL FUNDING REQUIREMENT
ROOF REPLACEMENT	30	30	195,300.00	0.00	195,300.00	6,510.00
BUILDING PAINTING	4	4	70,000.00	0.00	70,000.00	17,500.00
PAVEMENT RESURFACING	25	25	67,508.00	0.00	67,508.00	2,700.32
			332,808.00	0.00	332,808.00	26,710.32

COST PER UNIT	SHARE	MONTHLY	QUARTERLY	ANNUALLY
2012	1/28	263.34	790.01	3,160.04

BUDGET NOTES:

1. The budget represents the estimated cost of operating the Condominium Association. These figures are estimates only.

2. Utility services:

- a. Telephones - unit owners individual expense
- b. Electric - each unit has its own electric meter and will be individually billed. For common elements, there is a separate meter and electric bills for this area will be a common expense.
- c. Water & Sewer - Each building will be metered and will be a common expense
- d. Garbage/Trash Pickup - pickup is a homeowner expense and fee included on their tax bill
- e. Exterior Pest Control - This will be a common expense with interior pest control done on an as-needed basis.
- f. Other - unit owners will be responsible for paying their own personal property taxes & real property taxes.

3. Reserves for capital expenditures and deferred maintenance are mandated by statute, unless funding is waived for a given year by a vote of the unit owners. When this budget was prepared, the construction had not yet begun. Therefore, the estimated remaining useful life of the Reserve components is the same as the remaining life. The current balance in all Reserve accounts is "zero".

DEVELOPER WILL VOTE TO WAIVE THE FUNDING OF RESERVES FOR THE FIRST TWO FISCAL YEARS AS PERMITTED BY SECTION 718.112(2)F(2), Florida Statutes..

The developer will instead provide for a single general reserve account, restricted to use for capital expenditures and deferred maintenance and funded in the same amount as would be required to fund statutory reserves. The General Reserve shall be funded for buildings or improvements for which surveyor's certificate of substantial completion has been recorded, as required by Section 718.104(4)(e), Florida Statutes.

4. STATUTORY ASSESSMENT GUARANTEE

a. The Developer guarantees that from the recording of the Declaration of Condominium until December 31, 2012, or the date of which control of the Condominium Association is turned over to the unit owners other than the Developer ("the turnover date"), whichever occurs first, quarterly assessments against each unit will not exceed \$790.01

b. If the turnover date has not occurred by December 31, 2012, the Developer further guarantees that from January 1, 2013 until whichever first to occur, December 31, 2013 or the turnover date, quarterly assessments against each unit for common expenses for the Condominium Association will not exceed \$908.51

c. If the turnover date has not occurred by December 31, 2013, the Developer further agrees that from January 1, 2014 until December 31, 2014 or the turnover date, quarterly assessments against each unit for common expenses for the Condominium Association will not exceed \$1,044.79

During the Guarantee Period, the Developer and all units owned by the Developer will not be subject to assessments for the common expenses, instead the Developer will fund the difference, if any, between assessments at the guaranteed level and the common expenses incurred during the guarantee period. If at any time during the guarantee period funds collected from all unit owners other than the Developer are not sufficient to provide payment on a timely basis of all common expenses, the Developer shall provide an accounting and fund any outstanding deficits. This guarantee is also stated in Section 14.10.1 of the Declaration of Condominium.

5. The owner of each unit is required to be a member of Treviso Bay Golf Club, Inc. and has one vote in the Club's affairs. Assessments are payable directly to the Club in the amount of \$2,554.00 per year.

6. The owner of each unit will be required to be a voting member of the Treviso Bay Property Owners Master Association, Inc. Assessments are payable directly to the Association in the amount of \$1,446.00 annually together with an annual cable fee of \$505.32. Once food is available, there will be an annual \$500.00 minimum for food.

7. Unit owners will pay approximately \$1,380.00 per year per unit for the Wentworth Estates Community Development District Debt Service Assessment. It is anticipated that the District Maintenance Special Assessment for 2012 will be approximately \$210.25 per year per unit. The CDD assessments are contained on and are a part of the annual property tax bill for the Unit.

THE BUDGET CONTAINED IN THIS OFFERING CIRCULAR HAS BEEN PREPARED IN ACCORDANCE WITH THE CONDOMINIUM ACT AND IS A GOOD FAITH ESTIMATE ONLY AND REPRESENTS AN APPROXIMATION OF FUTURE EXPENSES BASED ON FACTS AND CIRCUMSTANCES EXISTING AT THE TIME OF ITS PREPARATION. ACTUAL COSTS OF SUCH ITEMS MAY EXCEED THE ESTIMATED COSTS. SUCH CHANGES IN COST DO NOT CONSTITUTE MATERIAL ADVERSE CHANGES IN THE OFFERING. ESTIMATED COSTS. SUCH CHANGES IN COST DO NOT CONSTITUTE MATERIAL ADVERSE CHANGES IN THE OFFERING.

COACH HOMES I AT TREVISO BAY CONDOMINIUM ASSOCIATION

2012 ACTUAL BUDGET

JANUARY 1 - DECEMBER 31, 2012

PHASED CONDOMINIUM BUDGET - PHASE I thru VIII ONLY (BUILDINGS 4,14,6,13,7,12,8,11)

32 Units

	2012 ACTUAL BUDGET	2012 QUARTERLY	2012 MONTHLY	2012 MONTHLY COST PER UNIT		
ADMINISTRATIVE EXPENSES						
MANAGEMENT FEE INCL ACCOUNTING	5,760.00	1,440.00	480.00	15.00		
ANNUAL CORPORATE REPORT	62.00	15.50	5.17	0.16		
ANNUAL DIVISION FEES	128.00	32.00	10.67	0.33		
LEGAL EXPENSES	879.36	219.84	73.28	2.29		
OFFICE EXPENSE	384.00	96.00	32.00	1.00		
TAX PREPARATION	250.00	62.50	20.83	0.65		
TOTAL ADMIN. EXPENSES	7,463.36	1,865.84	621.95	19.43		
OPERATING EXPENSES						
LAWN SERVICE	11,136.00	2,784.00	928.00	29.00		
FERTILIZER/PEST CONTROL (Incl in Lawn Serv)	0.00	0.00	0.00	0.00		
MULCH (Incl Labor & Material)	4,569.60	1,142.40	380.80	11.90		
PLANT REPLACEMENT	641.28	160.32	53.44	1.67		
IRRIGATION MAINTENANCE	241.92	60.48	20.16	0.63		
TREE TRIMMING	721.92	180.48	60.16	1.88		
BUILDING MAINTENANCE	798.72	199.68	66.56	2.08		
ANNUAL BUILDING INSPECTION	648.96	162.24	54.08	1.69		
EXTERIOR PEST CONTROL	599.04	149.76	49.92	1.56		
ANNUAL FIRE ALARM INSPECTIONS	599.04	149.76	49.92	1.56		
ANNUAL FIRE SPRINKLER INSPEC	2,288.64	572.16	190.72	5.96		
ALARM REPAIRS	960.00	240.00	80.00	2.50		
INSURANCE (PROPERTY & LIABILITY- Incl Flood)	19,998.72	4,999.68	1,666.56	52.08		
INSURANCE (D&O)	400.00	100.00	33.33	1.04		
INSURANCE (FIDELITY)	328.00	82.00	27.33	0.85		
CONTINGENCY	7,280.64	1,820.16	606.72	18.96		
TOTAL OPER. EXPENSES	51,212.48	10,982.96	3,660.99	133.37		
UTILITIES						
ELECTRICITY	399.36	99.84	33.28	1.04		
WATER/SEWER	11,520.00	2,880.00	960.00	30.00		
TOTAL UTILITIES	11,919.36	2,979.84	993.28	31.04		
OTHER EXPENSES						
SECURITY PROVISIONS	N/A	N/A	N/A	N/A		
RENT FOR REC. AND OTHER	N/A	N/A	N/A	N/A		
TAXES ON ASSOCIATION PROP.	N/A	N/A	N/A	N/A		
TAXES ON LEASED AREAS	N/A	N/A	N/A	N/A		
TOTAL OTHER EXPENSES	0.00	0.00	0.00	0.00		
TOTAL EXPENSES	70,595.20	17,648.80	5,882.93	183.84		
RESERVES	30,526.08	7,631.52	2,543.84	79.50		
TOTAL EXPENSES & RESERVES	101,121.28	25,280.32	8,426.77	263.34		

**COACH HOMES I AT TREVISO BAY CONDOMINIUM ASSOCIATION
RESERVES FOR CAPITAL EXPENDITURES AND
DEFERRED MAINTENANCE 2012**

ASSET	ESTIMATED LIFE	ESTIMATED REMAINING LIFE (YRS)	REPLACEMENT COST	ESTIMATED BALANCE 12/31/11	REMAINING FUNDING REQUIREMENT	2012 ANNUAL FUNDING REQUIREMENT
ROOF REPLACEMENT	30	30	223,200.00	0.00	223,200.00	7,440.00
BUILDING PAINTING	4	4	80,000.00	0.00	80,000.00	20,000.00
PAVEMENT RESURFACING	25	25	77,152.00	0.00	77,152.00	3,086.08
			380,352.00	0.00	380,352.00	30,526.08

COST PER UNIT	SHARE	MONTHLY	QUARTERLY	ANNUALLY
2012	1/32	263.34	790.01	3,160.04

BUDGET NOTES:

1. The budget represents the estimated cost of operating the Condominium Association. These figures are estimates only.

2. Utility services:

- Telephones - unit owners individual expense
- Electric - each unit has its own electric meter and will be individually billed. For common elements, there is a separate meter and electric bills for this area will be a common expense.
- Water & Sewer - Each building will be metered and will be a common expense
- Garbage/Trash Pickup - pickup is a homeowner expense and fee included on their tax bill
- Exterior Pest Control - This will be a common expense with interior pest control done on an as-needed basis.
- Other - unit owners will be responsible for paying their own personal property taxes & real property taxes.

3. Reserves for capital expenditures and deferred maintenance are mandated by statute, unless funding is waived for a given year by a vote of the unit owners. When this budget was prepared, the construction had not yet begun. Therefore, the estimated remaining useful life of the Reserve components is the same as the remaining life. The current balance in all Reserve accounts is "zero".

DEVELOPER WILL VOTE TO WAIVE THE FUNDING OF RESERVES FOR THE FIRST TWO FISCAL YEARS AS PERMITTED BY SECTION 718.112(2)(F)(2), Florida Statutes..

The developer will instead provide for a single general reserve account, restricted to use for capital expenditures and deferred maintenance and funded in the same amount as would be required to fund statutory reserves. The General Reserve shall be funded for buildings or improvements for which surveyor's certificate of substantial completion has been recorded, as required by Section 718.104(4)(e), Florida Statutes.

4. STATUTORY ASSESSMENT GUARANTEE

a. The Developer guarantees that from the recording of the Declaration of Condominium until December 31, 2012, or the date of which control of the Condominium Association is turned over to the unit owners other than the Developer ("the turnover date"), whichever occurs first, quarterly assessments against each unit will not exceed \$790.01

b. If the turnover date has not occurred by December 31, 2012, the Developer further guarantees that from January 1, 2013 until whichever first to occur, December 31, 2013 or the turnover date, quarterly assessments against each unit for common expenses for the Condominium Association will not exceed \$908.51

c. If the turnover date has not occurred by December 31, 2013, the Developer further agrees that from January 1, 2014 until December 31, 2014 or the turnover date, quarterly assessments against each unit for common expenses for the Condominium Association will not exceed \$1,044.79

During the Guarantee Period, the Developer and all units owned by the Developer will not be subject to assessments for the common expenses, instead the Developer will fund the difference, if any, between assessments at the guaranteed level and the common expenses incurred during the guarantee period. If at any time during the guarantee period funds collected from all unit owners other than the Developer are not sufficient to provide payment on a timely basis of all common expenses, the Developer shall provide an accounting and fund any outstanding deficits. This guarantee is also stated in Section 14.10.1 of the Declaration of Condominium.

5. The owner of each unit is required to be a member of Treviso Bay Golf Club, Inc. and has one vote in the Club's affairs. Assessments are payable directly to the Club in the amount of \$2,554.00 per year.

6. The owner of each unit will be required to be a voting member of the Treviso Bay Property Owners Master Association, Inc. Assessments are payable directly to the Association in the amount of \$1,446.00 annually together with an annual cable fee of \$505.32. Once food is available, there will be an annual \$500.00 minimum for food.

7. Unit owners will pay approximately \$1,380.00 per year per unit for the Wentworth Estates Community Development District Debt Service Assessment. It is anticipated that the District Maintenance Special Assessment for 2012 will be approximately \$210.25 per year per unit. The CDD assessments are contained on and are a part of the annual property tax bill for the Unit.

THE BUDGET CONTAINED IN THIS OFFERING CIRCULAR HAS BEEN PREPARED IN ACCORDANCE WITH THE CONDOMINIUM ACT AND IS A GOOD FAITH ESTIMATE ONLY AND REPRESENTS AN APPROXIMATION OF FUTURE EXPENSES BASED ON FACTS AND CIRCUMSTANCES EXISTING AT THE TIME OF ITS PREPARATION. ACTUAL COSTS OF SUCH ITEMS MAY EXCEED THE ESTIMATED COSTS. SUCH CHANGES IN COST DO NOT CONSTITUTE MATERIAL ADVERSE CHANGES IN THE OFFERING. ESTIMATED COSTS. SUCH CHANGES IN COST DO NOT CONSTITUTE MATERIAL ADVERSE CHANGES IN THE OFFERING.

COACH HOMES I AT TREVISO BAY CONDOMINIUM ASSOCIATION

2012 ACTUAL BUDGET

JANUARY 1 - DECEMBER 31, 2012

PHASED CONDOMINIUM BUDGET - PHASE I thru IX ONLY (BUILDINGS 4,14,6,13,7,12,8,11,9)

36 Units

	2012 ACTUAL BUDGET	2012 QUARTERLY	2012 MONTHLY	2012 MONTHLY COST PER UNIT		
ADMINISTRATIVE EXPENSES						
MANAGEMENT FEE INCL ACCOUNTING	6,480.00	1,620.00	540.00	15.00		
ANNUAL CORPORATE REPORT	62.00	15.50	5.17	0.14		
ANNUAL DIVISION FEES	144.00	36.00	12.00	0.33		
LEGAL EXPENSES	989.28	247.32	82.44	2.29		
OFFICE EXPENSE	432.00	108.00	36.00	1.00		
TAX PREPARATION	250.00	62.50	20.83	0.58		
TOTAL ADMIN. EXPENSES	8,357.28	2,089.32	696.44	19.34		
OPERATING EXPENSES						
LAWN SERVICE	12,528.00	3,132.00	1,044.00	29.00		
FERTILIZER/PEST CONTROL (Incl. In Lawn Serv)	0.00	0.00	0.00	0.00		
MULCH (Incl Labor & Material)	5,140.80	1,285.20	428.40	11.90		
PLANT REPLACEMENT	721.44	180.36	60.12	1.67		
IRRIGATION MAINTENANCE	272.16	68.04	22.68	0.63		
TREE TRIMMING	812.16	203.04	67.68	1.88		
BUILDING MAINTENANCE	898.56	224.64	74.88	2.08		
ANNUAL BUILDING INSPECTION	730.08	182.52	60.84	1.69		
EXTERIOR PEST CONTROL	673.92	168.48	56.16	1.56		
ANNUAL FIRE ALARM INSPECTIONS	673.92	168.48	56.16	1.56		
ANNUAL FIRE SPRINKLER INSPEC	2,574.72	643.68	214.56	5.96		
ALARM REPAIRS	1,080.00	270.00	90.00	2.50		
INSURANCE (PROPERTY & LIABILITY- Incl Flood)	22,498.56	5,624.64	1,874.88	52.08		
INSURANCE (D&O)	400.00	100.00	33.33	0.93		
INSURANCE (FIDELITY)	328.00	82.00	27.33	0.76		
CONTINGENCY	8,320.68	2,080.17	693.39	19.26		
TOTAL OPER. EXPENSES	57,653.00	12,333.08	4,111.03	133.46		
UTILITIES						
ELECTRICITY	449.28	112.32	37.44	1.04		
WATER/SEWER	12,960.00	3,240.00	1,080.00	30.00		
TOTAL UTILITIES	13,409.28	3,352.32	1,117.44	31.04		
OTHER EXPENSES						
SECURITY PROVISIONS	N/A	N/A	N/A	N/A		
RENT FOR REC. AND OTHER	N/A	N/A	N/A	N/A		
TAXES ON ASSOCIATION PROP.	N/A	N/A	N/A	N/A		
TAXES ON LEASED AREAS	N/A	N/A	N/A	N/A		
TOTAL OTHER EXPENSES	0.00	0.00	0.00	0.00		
TOTAL EXPENSES	79,419.56	19,854.89	6,618.30	183.84		
RESERVES	34,341.84	8,585.46	2,861.82	79.50		
TOTAL EXPENSES & RESERVES	113,761.40	28,440.35	9,480.12	263.34		

**COACH HOMES I AT TREVISO BAY CONDOMINIUM ASSOCIATION
RESERVES FOR CAPITAL EXPENDITURES AND
DEFERRED MAINTENANCE 2012**

ASSET	ESTIMATED LIFE	ESTIMATED REMAINING LIFE (YRS)	REPLACEMENT COST	ESTIMATED BALANCE 12/31/11	REMAINING FUNDING REQUIREMENT	2012 ANNUAL FUNDING REQUIREMENT
ROOF REPLACEMENT	30	30	251,100.00	0.00	251,100.00	8,370.00
BUILDING PAINTING	4	4	90,000.00	0.00	90,000.00	22,500.00
PAVEMENT RESURFACING	25	25	86,796.00	0.00	86,796.00	3,471.84
			427,896.00	0.00	427,896.00	34,341.84

COST PER UNIT

SHARE

MONTHLY

QUARTERLY

ANNUALLY

2012

1/36

263.34

790.01

3,160.04

BUDGET NOTES:

1. The budget represents the estimated cost of operating the Condominium Association. These figures are estimates only.

2. Utility services:

a. Telephones - unit owners individual expense

b. Electric - each unit has its own electric meter and will be individually billed. For common elements, there is a separate meter and electric bills for this area will be a common expense.

c. Water & Sewer - Each building will be metered and will be a common expense

d. Garbage/Trash Pickup - pickup is a homeowner expense and fee included on their tax bill

e. Exterior Pest Control - This will be a common expense with interior pest control done on an as-needed basis.

f. Other - unit owners will be responsible for paying their own personal property taxes & real property taxes.

3. Reserves for capital expenditures and deferred maintenance are mandated by statute, unless funding is waived for a given year by a vote of the unit owners. When this budget was prepared, the construction had not yet begun. Therefore, the estimated remaining useful life of the Reserve components is the same as the remaining life. The current balance in all Reserve accounts is "zero".

DEVELOPER WILL VOTE TO WAIVE THE FUNDING OF RESERVES FOR THE FIRST TWO FISCAL YEARS AS PERMITTED BY SECTION 718.112(2)(F)(2), Florida Statutes..

The developer will instead provide for a single general reserve account, restricted to use for capital expenditures and deferred maintenance and funded in the same amount as would be required to fund statutory reserves. The General Reserve shall be funded for buildings or improvements for which surveyor's certificate of substantial completion has been recorded, as required by Section 718.104(4)(e), Florida Statutes.

4. STATUTORY ASSESSMENT GUARANTEE

a. The Developer guarantees that from the recording of the Declaration of Condominium until December 31, 2012, or the date of which control of the Condominium Association is turned over to the unit owners other than the Developer ("the turnover date"), whichever occurs first, quarterly assessments against each unit will not exceed \$790.01

b. If the turnover date has not occurred by December 31, 2012, the Developer further guarantees that from January 1, 2013 until whichever first to occur, December 31, 2013 or the turnover date, quarterly assessments against each unit for common expenses for the Condominium Association will not exceed \$908.51

c. If the turnover date has not occurred by December 31, 2013, the Developer further agrees that from January 1, 2014 until December 31, 2014 or the turnover date, quarterly assessments against each unit for common expenses for the Condominium Association will not exceed \$1,044.79

During the Guarantee Period, the Developer and all units owned by the Developer will not be subject to assessments for the common expenses, instead the Developer will fund the difference, if any, between assessments at the guaranteed level and the common expenses incurred during the guarantee period. If at any time during the guarantee period funds collected from all unit owners other than the Developer are not sufficient to provide payment on a timely basis of all common expenses, the Developer shall provide an accounting and fund any outstanding deficits. This guarantee is also stated in Section 14.10.1 of the Declaration of Condominium.

5. The owner of each unit is required to be a member of Treviso Bay Golf Club, Inc. and has one vote in the Club's affairs. Assessments are payable directly to the Club in the amount of \$2,554.00 per year.

6. The owner of each unit will be required to be a voting member of the Treviso Bay Property Owners Master Association, Inc. Assessments are payable directly to the Association in the amount of \$1,446.00 annually together with an annual cable fee of \$505.32. Once food is available, there will be an annual \$500.00 minimum for food.

7. Unit owners will pay approximately \$1,380.00 per year per unit for the Wentworth Estates Community Development District Debt Service Assessment. It is anticipated that the District Maintenance Special Assessment for 2012 will be approximately \$210.25 per year per unit. The CDD assessments are contained on and are a part of the annual property tax bill for the Unit.

THE BUDGET CONTAINED IN THIS OFFERING CIRCULAR HAS BEEN PREPARED IN ACCORDANCE WITH THE CONDOMINIUM ACT AND IS A GOOD FAITH ESTIMATE ONLY AND REPRESENTS AN APPROXIMATION OF FUTURE EXPENSES BASED ON FACTS AND CIRCUMSTANCES EXISTING AT THE TIME OF ITS PREPARATION. ACTUAL COSTS OF SUCH ITEMS MAY EXCEED THE ESTIMATED COSTS. SUCH CHANGES IN COST DO NOT CONSTITUTE MATERIAL ADVERSE CHANGES IN THE OFFERING. ESTIMATED COSTS. SUCH CHANGES IN COST DO NOT CONSTITUTE MATERIAL ADVERSE CHANGES IN THE OFFERING.

COACH HOMES I AT TREVISO BAY CONDOMINIUM ASSOCIATION

2012 ACTUAL BUDGET

JANUARY 1 - DECEMBER 31, 2012

PHASED CONDOMINIUM BUDGET - PHASE I thru X ONLY (BUILDINGS 4,14,6,13,7,12,8,11,9,10)

40 Units

	2012 ACTUAL BUDGET	2012 QUARTERLY	2012 MONTHLY	2012 MONTHLY COST PER UNIT		
ADMINISTRATIVE EXPENSES						
MANAGEMENT FEE INCL ACCOUNTING	7,200.00	1,800.00	600.00	15.00		
ANNUAL CORPORATE REPORT	62.00	15.50	5.17	0.13		
ANNUAL DIVISION FEES	160.00	40.00	13.33	0.33		
LEGAL EXPENSES	1,099.20	274.80	91.60	2.29		
OFFICE EXPENSE	480.00	120.00	40.00	1.00		
TAX PREPARATION	250.00	62.50	20.83	0.52		
TOTAL ADMIN. EXPENSES	9,251.20	2,312.80	770.93	19.27		
OPERATING EXPENSES						
LAWN SERVICE	13,920.00	3,480.00	1,160.00	29.00		
FERTILIZER/PEST CONTROL (Incl. in Lawn Serv)	0.00	0.00	0.00	0.00		
MULCH (Incl Labor & Material)	5,712.00	1,428.00	476.00	11.90		
PLANT REPLACEMENT	801.60	200.40	66.80	1.67		
IRRIGATION MAINTENANCE	302.40	75.60	25.20	0.63		
TREE TRIMMING	902.40	225.60	75.20	1.88		
BUILDING MAINTENANCE	998.40	249.60	83.20	2.08		
ANNUAL BUILDING INSPECTION	811.20	202.80	67.60	1.69		
EXTERIOR PEST CONTROL	748.80	187.20	62.40	1.56		
ANNUAL FIRE ALARM INSPECTIONS	748.80	187.20	62.40	1.56		
ANNUAL FIRE SPRINKLER INSP	2,860.80	715.20	238.40	5.96		
ALARM REPAIRS	1,200.00	300.00	100.00	2.50		
INSURANCE (PROPERTY & LIABILITY- Incl Flood)	24,998.40	6,249.60	2,083.20	52.08		
INSURANCE (D&O)	400.00	100.00	33.33	0.83		
INSURANCE (FIDELITY)	328.00	82.00	27.33	0.68		
CONTINGENCY	9,360.80	2,340.20	780.07	19.50		
TOTAL OPER. EXPENSES	64,093.60	13,683.20	4,561.07	133.53		
UTILITIES						
ELECTRICITY	499.20	124.80	41.60	1.04		
WATER/SEWER	14,400.00	3,600.00	1,200.00	30.00		
TOTAL UTILITIES	14,899.20	3,724.80	1,241.60	31.04		
OTHER EXPENSES						
SECURITY PROVISIONS	N/A	N/A	N/A	N/A		
RENT FOR REC. AND OTHER	N/A	N/A	N/A	N/A		
TAXES ON ASSOCIATION PROP.	N/A	N/A	N/A	N/A		
TAXES ON LEASED AREAS	N/A	N/A	N/A	N/A		
TOTAL OTHER EXPENSES	0.00	0.00	0.00	0.00		
TOTAL EXPENSES	88,244.00	22,061.00	7,353.67	183.84		
RESERVES	38,157.60	9,539.40	3,179.80	79.50		
TOTAL EXPENSES & RESERVES	126,401.60	31,600.40	10,533.47	263.34		

**COACH HOMES I AT TREVISO BAY CONDOMINIUM ASSOCIATION
RESERVES FOR CAPITAL EXPENDITURES AND
DEFERRED MAINTENANCE 2012**

[illegible]

COACH HOMES I AT TREVISO BAY CONDOMINIUM ASSOCIATION

2012 ACTUAL BUDGET

JANUARY 1 - DECEMBER 31, 2012

PHASED CONDOMINIUM BUDGET - PHASE I thru XI ONLY (BUILDINGS 4,14,6,13,7,12,8,11,9,10,32)

44 Units

	2012 ACTUAL BUDGET	2012 QUARTERLY	2012 MONTHLY	2012 MONTHLY COST PER UNIT		
ADMINISTRATIVE EXPENSES						
MANAGEMENT FEE INCL ACCOUNTING	7,920.00	1,980.00	660.00	15.00		
ANNUAL CORPORATE REPORT	62.00	15.50	5.17	0.12		
ANNUAL DIVISION FEES	176.00	44.00	14.67	0.12		
LEGAL EXPENSES	1,209.12	302.28	100.76	2.29		
OFFICE EXPENSE	528.00	132.00	44.00	1.00		
TAX PREPARATION	250.00	62.50	20.83	0.47		
TOTAL ADMIN. EXPENSES	10,145.12	2,536.28	845.43	19.00		
OPERATING EXPENSES						
LAWN SERVICE	15,312.00	3,828.00	1,276.00	29.00		
FERTILIZER/PEST CONTROL (Incl in Lawn Serv)	0.00	0.00	0.00	0.00		
MULCH (Incl Labor & Material)	6,283.20	1,570.80	523.60	11.90		
PLANT REPLACEMENT	881.76	220.44	73.48	1.67		
IRRIGATION MAINTENANCE	332.64	83.16	27.72	0.63		
TREE TRIMMING	992.64	248.16	82.72	1.88		
BUILDING MAINTENANCE	1,098.24	274.56	91.52	2.08		
ANNUAL BUILDING INSPECTION	892.32	223.08	74.36	1.69		
EXTERIOR PEST CONTROL	823.68	205.92	68.64	1.56		
ANNUAL FIRE ALARM INSPECTIONS	823.68	205.92	68.64	1.56		
ANNUAL FIRE SPRINKLER INSP	3,146.88	786.72	262.24	5.96		
ALARM REPAIRS	1,320.00	330.00	110.00	2.50		
INSURANCE (PROPERTY & LIABILITY- Incl Flood)	27,498.24	6,874.56	2,291.52	52.08		
INSURANCE (D&O)	400.00	100.00	33.33	0.76		
INSURANCE (FIDELITY)	328.00	82.00	27.33	0.62		
CONTINGENCY	10,400.72	2,600.18	866.73	19.70		
TOTAL OPER. EXPENSES	70,534.00	15,033.32	5,011.11	133.59		
UTILITIES						
ELECTRICITY	549.12	137.28	45.76	1.04		
WATER/SEWER	15,840.00	3,960.00	1,320.00	30.00		
TOTAL UTILITIES	16,389.12	4,097.28	1,365.76	31.04		
OTHER EXPENSES						
SECURITY PROVISIONS	N/A	N/A	N/A	N/A		
RENT FOR REC. AND OTHER	N/A	N/A	N/A	N/A		
TAXES ON ASSOCIATION PROP.	N/A	N/A	N/A	N/A		
TAXES ON LEASED AREAS	N/A	N/A	N/A	N/A		
TOTAL OTHER EXPENSES	0.00	0.00	0.00	0.00		
TOTAL EXPENSES	97,068.24	24,267.06	8,089.02	183.84		
RESERVES	41,973.36	10,493.34	3,497.78	79.50		
TOTAL EXPENSES & RESERVES	139,041.60	34,760.40	11,586.80	263.34		

**COACH HOMES I AT TREVISO BAY CONDOMINIUM ASSOCIATION
RESERVES FOR CAPITAL EXPENDITURES AND
DEFERRED MAINTENANCE 2012**

[illegible]

COACH HOMES I AT TREVISO BAY CONDOMINIUM ASSOCIATION

2012 ACTUAL BUDGET

JANUARY 1 - DECEMBER 31, 2012

PHASED CONDOMINIUM BUDGET - PHASE I thru XII ONLY (BUILDINGS 4,14,6,13,7,12,8,11,9,10,32,31)

48 Units

	2012 ACTUAL BUDGET	2012 QUARTERLY	2012 MONTHLY	2012 MONTHLY COST PER UNIT		
ADMINISTRATIVE EXPENSES						
MANAGEMENT FEE INCL ACCOUNTING	8,640.00	2,160.00	720.00	15.00		
ANNUAL CORPORATE REPORT	62.00	15.50	5.17	0.11		
ANNUAL DIVISION FEES	192.00	48.00	16.00	0.33		
LEGAL EXPENSES	1,319.04	329.76	109.92	2.29		
OFFICE EXPENSE	576.00	144.00	48.00	1.00		
TAX PREPARATION	250.00	62.50	20.83	0.43		
TOTAL ADMIN. EXPENSES	11,039.04	2,759.76	919.92	19.16		
OPERATING EXPENSES						
LAWN SERVICE	16,704.00	4,176.00	1,392.00	29.00		
FERTILIZER/PEST CONTROL (Incl in Lawn Serv)	0.00	0.00	0.00	0.00		
MULCH (Incl Labor & Material)	6,854.40	1,713.60	571.20	11.90		
PLANT REPLACEMENT	961.92	240.48	80.16	1.67		
IRRIGATION MAINTENANCE	362.88	90.72	30.24	0.63		
TREE TRIMMING	1,082.88	270.72	90.24	1.88		
BUILDING MAINTENANCE	1,198.08	299.52	99.84	2.08		
ANNUAL BUILDING INSPECTION	973.44	243.36	81.12	1.69		
EXTERIOR PEST CONTROL	898.56	224.64	74.88	1.56		
ANNUAL FIRE ALARM INSPECTIONS	898.56	224.64	74.88	1.56		
ANNUAL FIRE SPRINKLER INSPEC	3,432.96	858.24	286.08	5.96		
ALARM REPAIRS	1,440.00	360.00	120.00	2.50		
INSURANCE (PROPERTY & LIABILITY- Incl Flood)	29,998.08	7,499.52	2,499.84	52.08		
INSURANCE (D&O)	400.00	100.00	33.33	0.69		
INSURANCE (FIDELITY)	328.00	82.00	27.33	0.57		
CONTINGENCY	11,440.80	2,860.20	953.40	19.86		
TOTAL OPER. EXPENSES	76,974.56	16,383.44	5,461.15	133.64		
UTILITIES						
ELECTRICITY	599.04	149.76	49.92	1.04		
WATER/SEWER	17,280.00	4,320.00	1,440.00	30.00		
TOTAL UTILITIES	17,879.04	4,469.76	1,489.92	31.04		
OTHER EXPENSES						
SECURITY PROVISIONS	N/A	N/A	N/A	N/A		
RENT FOR REC. AND OTHER	N/A	N/A	N/A	N/A		
TAXES ON ASSOCIATION PROP.	N/A	N/A	N/A	N/A		
TAXES ON LEASED AREAS	N/A	N/A	N/A	N/A		
TOTAL OTHER EXPENSES	0.00	0.00	0.00	0.00		
TOTAL EXPENSES	105,892.64	26,473.16	8,824.39	183.84		
RESERVES	45,789.12	11,447.28	3,815.76	79.50		
TOTAL EXPENSES & RESERVES	151,681.76	37,920.44	12,640.15	263.34		

**COACH HOMES I AT TREVISO BAY CONDOMINIUM ASSOCIATION
RESERVES FOR CAPITAL EXPENDITURES AND
DEFERRED MAINTENANCE 2012**

ASSET	ESTIMATED LIFE	ESTIMATED REMAINING LIFE (YRS)	REPLACEMENT COST	ESTIMATED BALANCE 12/31/11	REMAINING FUNDING REQUIREMENT	2012 ANNUAL FUNDING REQUIREMENT
ROOF REPLACEMENT	30	30	334,800.00	0.00	334,800.00	11,160.00
BUILDING PAINTING	4	4	120,000.00	0.00	120,000.00	30,000.00
PAVEMENT RESURFACING	25	25	115,728.00	0.00	115,728.00	4,629.12
			570,528.00	0.00	570,528.00	45,789.12

COST PER UNIT	SHARE	MONTHLY	QUARTERLY	ANNUALLY
2012	1/48	263.34	790.01	3,160.04

BUDGET NOTES:

1. The budget represents the estimated cost of operating the Condominium Association. These figures are estimates only.

2. Utility services:

- Telephones - unit owners individual expense
- Electric - each unit has its own electric meter and will be individually billed. For common elements, there is a separate meter and electric bills for this area will be a common expense.
- Water & Sewer - Each building will be metered and will be a common expense.
- Garbage/Trash Pickup - pickup is a homeowner expense and fee included on their tax bill
- Exterior Pest Control - This will be a common expense with interior pest control done on an as-needed basis.
- Other - unit owners will be responsible for paying their own personal property taxes & real property taxes.

3. Reserves for capital expenditures and deferred maintenance are mandated by statute, unless funding is waived for a given year by a vote of the unit owners. When this budget was prepared, the construction had not yet begun. Therefore, the estimated remaining useful life of the Reserve components is the same as the remaining life. The current balance in all Reserve accounts is "zero".

DEVELOPER WILL VOTE TO WAIVE THE FUNDING OF RESERVES FOR THE FIRST TWO FISCAL YEARS AS PERMITTED BY SECTION 718.112(2)(F)(2), Florida Statutes.

The developer will instead provide for a single general reserve account, restricted to use for capital expenditures and deferred maintenance and funded in the same amount as would be required to fund statutory reserves. The General Reserve shall be funded for buildings or improvements for which surveyor's certificate of substantial completion has been recorded, as required by Section 718.104(4)(e), Florida Statutes.

4. STATUTORY ASSESSMENT GUARANTEE

a. The Developer guarantees that from the recording of the Declaration of Condominium until December 31, 2012, or the date of which control of the Condominium Association is turned over to the unit owners other than the Developer ("the turnover date"), whichever occurs first, quarterly assessments against each unit will not exceed \$790.01

b. If the turnover date has not occurred by December 31, 2012, the Developer further guarantees that from January 1, 2013 until whichever first to occur, December 31, 2013 or the turnover date, quarterly assessments against each unit for common expenses for the Condominium Association will not exceed \$908.51

c. If the turnover date has not occurred by December 31, 2013, the Developer further agrees that from January 1, 2014 until December 31, 2014 or the turnover date, quarterly assessments against each unit for common expenses for the Condominium Association will not exceed \$1,044.79

During the Guarantee Period, the Developer and all units owned by the Developer will not be subject to assessments for the common expenses, instead the Developer will fund the difference, if any, between assessments at the guaranteed level and the common expenses incurred during the guarantee period. If at any time during the guarantee period funds collected from all unit owners other than the Developer are not sufficient to provide payment on a timely basis of all common expenses, the Developer shall provide an accounting and fund any outstanding deficits. This guarantee is also stated in Section 14.10.1 of the Declaration of Condominium.

5. The owner of each unit is required to be a member of Treviso Bay Golf Club, Inc. and has one vote in the Club's affairs. Assessments are payable directly to the Club in the amount of \$2,554.00 per year.

6. The owner of each unit will be required to be a voting member of the Treviso Bay Property Owners Master Association, Inc. Assessments are payable directly to the Association in the amount of \$1,446.00 annually together with an annual cable fee of \$505.32. Once food is available, there will be an annual \$500.00 minimum for food.

7. Unit owners will pay approximately \$1,380.00 per year per unit for the Wentworth Estates Community Development District Debt Service Assessment. It is anticipated that the District Maintenance Special Assessment for 2012 will be approximately \$210.25 per year per unit. The CDD assessments are contained on and are a part of the annual property tax bill for the Unit.

THE BUDGET CONTAINED IN THIS OFFERING CIRCULAR HAS BEEN PREPARED IN ACCORDANCE WITH THE CONDOMINIUM ACT AND IS A GOOD FAITH ESTIMATE ONLY AND REPRESENTS AN APPROXIMATION OF FUTURE EXPENSES BASED ON FACTS AND CIRCUMSTANCES EXISTING AT THE TIME OF ITS PREPARATION. ACTUAL COSTS OF SUCH ITEMS MAY EXCEED THE ESTIMATED COSTS. SUCH CHANGES IN COST DO NOT CONSTITUTE MATERIAL ADVERSE CHANGES IN THE OFFERING. ESTIMATED COSTS. SUCH CHANGES IN COST DO NOT CONSTITUTE MATERIAL ADVERSE CHANGES IN THE OFFERING.

COACH HOMES I AT TREVISO BAY CONDOMINIUM ASSOCIATION

2012 ACTUAL BUDGET

JANUARY 1 - DECEMBER 31, 2012

PHASED CONDOMINIUM BUDGET - PHASE I thru XIII ONLY (BUILDINGS 4,14,6,13,7,12,8,11,9,10,32,31,17)

52 Units

	2012 ACTUAL BUDGET	2012 QUARTERLY	2012 MONTHLY	2012 MONTHLY COST PER UNIT		
ADMINISTRATIVE EXPENSES						
MANAGEMENT FEE INCL ACCOUNTING	9,360.00	2,340.00	780.00	15.00		
ANNUAL CORPORATE REPORT	62.00	15.50	5.17	0.10		
ANNUAL DIVISION FEES	208.00	52.00	17.33	0.33		
LEGAL EXPENSES	1,428.96	357.24	119.08	2.29		
OFFICE EXPENSE	624.00	156.00	52.00	1.00		
TAX PREPARATION	250.00	62.50	20.83	0.40		
TOTAL ADMIN. EXPENSES	11,932.96	2,983.24	994.41	19.12		
OPERATING EXPENSES						
LAWN SERVICE	18,096.00	4,524.00	1,508.00	29.00		
FERTILIZER/PEST CONTROL (Incl in Lawn Serv)	0.00	0.00	0.00	0.00		
MULCH (Incl Labor & Material)	7,425.60	1,856.40	618.80	11.90		
PLANT REPLACEMENT	1,042.08	260.52	86.84	1.67		
IRRIGATION MAINTENANCE	393.12	98.28	32.76	0.63		
TREE TRIMMING	1,173.12	293.28	97.76	1.88		
BUILDING MAINTENANCE	1,297.92	324.48	108.16	2.08		
ANNUAL BUILDING INSPECTION	1,054.56	263.64	87.88	1.69		
EXTERIOR PEST CONTROL	973.44	243.36	81.12	1.56		
ANNUAL FIRE ALARM INSPECTIONS	973.44	243.36	81.12	1.56		
ANNUAL FIRE SPRINKLER INSP	3,719.04	929.76	309.92	5.96		
ALARM REPAIRS	1,560.00	390.00	130.00	2.50		
INSURANCE (PROPERTY & LIABILITY- Incl Flood)	32,497.92	8,124.48	2,708.16	52.08		
INSURANCE (D&O)	400.00	100.00	33.33	0.64		
INSURANCE (FIDELITY)	328.00	82.00	27.33	0.53		
CONTINGENCY	12,481.04	3,120.26	1,040.09	20.00		
TOTAL OPER. EXPENSES	83,415.28	17,733.56	5,911.19	133.68		
UTILITIES						
ELECTRICITY	648.96	162.24	54.08	1.04		
WATER/SEWER	18,720.00	4,680.00	1,560.00	30.00		
TOTAL UTILITIES	19,368.96	4,842.24	1,614.08	31.04		
OTHER EXPENSES						
SECURITY PROVISIONS	N/A	N/A	N/A	N/A		
RENT FOR REC. AND OTHER	N/A	N/A	N/A	N/A		
TAXES ON ASSOCIATION PROP.	N/A	N/A	N/A	N/A		
TAXES ON LEASED AREAS	N/A	N/A	N/A	N/A		
TOTAL OTHER EXPENSES	0.00	0.00	0.00	0.00		
TOTAL EXPENSES	114,717.20	28,679.30	9,559.77	183.84		
RESERVES	49,604.88	12,401.22	4,133.74	79.50		
TOTAL EXPENSES & RESERVES	164,322.08	41,080.52	13,693.51	263.34		

**COACH HOMES I AT TREVISO BAY CONDOMINIUM ASSOCIATION
RESERVES FOR CAPITAL EXPENDITURES AND
DEFERRED MAINTENANCE 2012**

ASSET	ESTIMATED LIFE	ESTIMATED REMAINING LIFE (YRS)	REPLACEMENT COST	ESTIMATED BALANCE 12/31/11	REMAINING FUNDING REQUIREMENT	2012 ANNUAL FUNDING REQUIREMENT
ROOF REPLACEMENT	30	30	362,700.00	0.00	362,700.00	12,090.00
BUILDING PAINTING	4	4	130,000.00	0.00	130,000.00	32,500.00
PAVEMENT RESURFACING	25	25	125,372.00	0.00	125,372.00	5,014.88
			618,072.00	0.00	618,072.00	49,604.88
COST PER UNIT		SHARE	MONTHLY	QUARTERLY	ANNUALLY	
2012		1/52	263.34	790.01	3,160.04	
BUDGET NOTES:						
1. The budget represents the estimated cost of operating the Condominium Association. These figures are estimates only.						
2. Utility services:						
a. Telephones - unit owners individual expense						
b. Electric - each unit has it's own electric meter and will be individually billed. For common elements, there is a separate meter and electric bills for this area will be a common expense.						
c. Water & Sewer - Each building will be metered and will be a common expense						
d. Garbage/Trash Pickup - pickup is a homeowner expense and fee included on their tax bill						
e. Exterior Pest Control - This will be a common expense with interior pest control done on an as-needed basis.						
f. Other - unit owners will be responsible for paying their own personal property taxes & real property taxes.						
3. Reserves for capital expenditures and deferred maintenance are mandated by statute, unless funding is waived for a given year by a vote of the unit owners. When this budget was prepared, the construction had not yet begun. Therefore, the estimated remaining useful life of the Reserve components is the same as the remaining life. The current balance in all Reserve accounts is "zero".						
DEVELOPER WILL VOTE TO WAIVE THE FUNDING OF RESERVES FOR THE FIRST TWO FISCAL YEARS AS PERMITTED BY SECTION 718.112(2)F(2), Florida Statutes..						
The developer will instead provide for a single general reserve account, restricted to use for capital expenditures and deferred maintenance and funded in the same amount as would be required to fund statutory reserves. The General Reserve shall be funded for buildings or improvements for which surveyor's certificate of substantial completion has been recorded, as required by Section 718.104(4)(e), Florida Statutes.						
4. STATUTORY ASSESSMENT GUARANTEE						
a. The Developer guarantees that from the recording of the Declaration of Condominium until December 31, 2012, or the date of which control of the Condominium Association is turned over to the unit owners other than the Developer ("the turnover date"), whichever occurs first, quarterly assessments against each unit will not exceed \$790.01						
b. If the turnover date has not occurred by December 31, 2012, the Developer further guarantees that from January 1, 2013 until whichever first to occur, December 31, 2013 or the turnover date, quarterly assessments against each unit for common expenses for the Condominium Association will not exceed \$908.51						
c. If the turnover date has not occurred by December 31, 2013, the Developer further agrees that from January 1, 2014 until December 31, 2014 or the turnover date, quarterly assessments against each unit for common expenses for the Condominium Association will not exceed \$1,044.79						
During the Guarantee Period, the Developer and all units owned by the Developer will not be subject to assessments for the common expenses, instead the Developer will fund the difference, if any, between assessments at the guaranteed level and the common expenses incurred during the guarantee period. If at any time during the guarantee period funds collected from all unit owners other than the Developer are not sufficient to provide payment on a timely basis of all common expenses, the Developer shall provide an accounting and fund any outstanding deficits. This guarantee is also stated in Section 14.10.1 of the Declaration of Condominium.						
5. The owner of each unit is required to be a member of Treviso Bay Golf Club, Inc. and has one vote in the Club's affairs. Assessments are payable directly to the Club in the amount of \$2,554.00 per year.						
6. The owner of each unit will be required to be a voting member of the Treviso Bay Property Owners Master Association, Inc. Assessments are payable directly to the Association in the amount of \$1,446.00 annually together with an annual cable fee of \$505.32. Once food is available, there will be an annual \$500.00 minimum for food.						
7. Unit owners will pay approximately \$1,380.00 per year per unit for the Wentworth Estates Community Development District Debt Service Assessment. It is anticipated that the District Maintenance Special Assessment for 2012 will be approximately \$210.25 per year per unit. The CDD assessments are contained on and are a part of the annual property tax bill for the Unit.						
THE BUDGET CONTAINED IN THIS OFFERING CIRCULAR HAS BEEN PREPARED IN ACCORDANCE WITH THE CONDOMINIUM ACT AND IS A GOOD FAITH ESTIMATE ONLY AND REPRESENTS AN APPROXIMATION OF FUTURE EXPENSES BASED ON FACTS AND CIRCUMSTANCES EXISTING AT THE TIME OF IT'S PREPARATION. ACTUAL COSTS OF SUCH ITEMS MAY EXCEED THE ESTIMATED COSTS. SUCH CHANGES IN COST DO NOT CONSTITUTE MATERIAL ADVERSE CHANGES IN THE OFFERING. ESTIMATED COSTS. SUCH CHANGES IN COST DO NOT CONSTITUTE MATERIAL ADVERSE CHANGES IN THE OFFERING.						

COACH HOMES I AT TREVISO BAY CONDOMINIUM ASSOCIATION

2012 ACTUAL BUDGET

JANUARY 1 - DECEMBER 31, 2012

PHASED CONDOMINIUM BUDGET - PHASE I thru XIV ONLY (BUILDINGS 4,14,6,13,7,12,8,11,9,10,32,31,17,30)

56 Units

	2012 ACTUAL BUDGET	2012 QUARTERLY	2012 MONTHLY	2012 MONTHLY COST PER UNIT		
ADMINISTRATIVE EXPENSES						
MANAGEMENT FEE INCL ACCOUNTING	10,080.00	2,520.00	840.00	15.00		
ANNUAL CORPORATE REPORT	62.00	15.50	5.17	0.09		
ANNUAL DIVISION FEES	224.00	56.00	18.67	0.33		
LEGAL EXPENSES	1,538.88	384.72	128.24	2.29		
OFFICE EXPENSE	672.00	168.00	56.00	1.00		
TAX PREPARATION	250.00	62.50	20.83	0.37		
TOTAL ADMIN. EXPENSES	12,826.88	3,206.72	1,068.91	19.08		
OPERATING EXPENSES						
LAWN SERVICE	19,488.00	4,872.00	1,624.00	29.00		
FERTILIZER/PEST CONTROL (Incl. in Lawn Serv)	0.00	0.00	0.00	0.00		
MULCH (Incl Labor & Material)	7,996.80	1,999.20	666.40	11.90		
PLANT REPLACEMENT	1,122.24	280.56	93.52	1.67		
IRRIGATION MAINTENANCE	423.36	105.84	35.28	0.63		
TREE TRIMMING	1,263.36	315.84	105.28	1.88		
BUILDING MAINTENANCE	1,397.76	349.44	116.48	2.08		
ANNUAL BUILDING INSPECTION	1,135.68	283.92	94.64	1.69		
EXTERIOR PEST CONTROL	1,048.32	262.08	87.36	1.56		
ANNUAL FIRE ALARM INSPECTIONS	1,048.32	262.08	87.36	1.56		
ANNUAL FIRE SPRINKLER INSPEC	4,005.12	1,001.28	333.76	5.96		
ALARM REPAIRS	1,680.00	420.00	140.00	2.50		
INSURANCE (PROPERTY & LIABILITY- Incl Flood)	34,997.76	8,749.44	2,916.48	52.08		
INSURANCE (D&O)	400.00	100.00	33.33	0.60		
INSURANCE (FIDELITY)	328.00	82.00	27.33	0.49		
CONTINGENCY	13,521.20	3,380.30	1,126.77	20.12		
TOTAL OPER. EXPENSES	89,855.92	19,083.68	6,361.23	133.71		
UTILITIES						
ELECTRICITY	698.88	174.72	58.24	1.04		
WATER/SEWER	20,160.00	5,040.00	1,680.00	30.00		
TOTAL UTILITIES	20,858.88	5,214.72	1,738.24	31.04		
OTHER EXPENSES						
SECURITY PROVISIONS	N/A	N/A	N/A	N/A		
RENT FOR REC. AND OTHER	N/A	N/A	N/A	N/A		
TAXES ON ASSOCIATION PROP.	N/A	N/A	N/A	N/A		
TAXES ON LEASED AREAS	N/A	N/A	N/A	N/A		
TOTAL OTHER EXPENSES	0.00	0.00	0.00	0.00		
TOTAL EXPENSES	123,541.68	30,885.42	10,295.14	183.84		
RESERVES	53,420.64	13,355.16	4,451.72	79.50		
TOTAL EXPENSES & RESERVES	176,962.32	44,240.58	14,746.86	263.34		

**COACH HOMES I AT TREVISO BAY CONDOMINIUM ASSOCIATION
RESERVES FOR CAPITAL EXPENDITURES AND
DEFERRED MAINTENANCE 2012**

ASSET	ESTIMATED LIFE	ESTIMATED REMAINING LIFE (YRS)	REPLACEMENT COST	ESTIMATED BALANCE 12/31/11	REMAINING FUNDING REQUIREMENT	2012 ANNUAL FUNDING REQUIREMENT
ROOF REPLACEMENT	30	30	390,600.00	0.00	390,600.00	13,020.00
BUILDING PAINTING	4	4	140,000.00	0.00	140,000.00	35,000.00
PAVEMENT RESURFACING	25	25	135,016.00	0.00	135,016.00	5,400.64
			665,616.00	0.00	665,616.00	53,420.64

COST PER UNIT

SHARE

MONTHLY

QUARTERLY

ANNUALLY

2012

1/56

263.34

790.01

3,160.04

BUDGET NOTES:

1. The budget represents the estimated cost of operating the Condominium Association. These figures are estimates only.

2. Utility services:

a. Telephones - unit owners individual expense

b. Electric - each unit has its own electric meter and will be individually billed. For common elements, there is a separate meter and electric bills for this area will be a common expense.

c. Water & Sewer - Each building will be metered and will be a common expense

d. Garbage/Trash Pickup - pickup is a homeowner expense and fee included on their tax bill

e. Exterior Pest Control - This will be a common expense with interior pest control done on an as-needed basis.

f. Other - unit owners will be responsible for paying their own personal property taxes & real property taxes.

3. Reserves for capital expenditures and deferred maintenance are mandated by statute, unless funding is waived for a given year by a vote of the unit owners. When this budget was prepared, the construction had not yet begun. Therefore, the estimated remaining useful life of the Reserve components is the same as the remaining life. The current balance in all Reserve accounts is "zero".

DEVELOPER WILL VOTE TO WAIVE THE FUNDING OF RESERVES FOR THE FIRST TWO FISCAL YEARS AS PERMITTED BY SECTION 718.112(2)(F)(2), Florida Statutes.

The developer will instead provide for a single general reserve account, restricted to use for capital expenditures and deferred maintenance and funded in the same amount as would be required to fund statutory reserves. The General Reserve shall be funded for buildings or improvements for which surveyor's certificate of substantial completion has been recorded, as required by Section 718.104(4)(e), Florida Statutes.

4. STATUTORY ASSESSMENT GUARANTEE

a. The Developer guarantees that from the recording of the Declaration of Condominium until December 31, 2012, or the date of which control of the Condominium Association is turned over to the unit owners other than the Developer ("the turnover date"), whichever occurs first, quarterly assessments against each unit will not exceed \$790.01

b. If the turnover date has not occurred by December 31, 2012, the Developer further guarantees that from January 1, 2013 until whichever first to occur, December 31, 2013 or the turnover date, quarterly assessments against each unit for common expenses for the Condominium Association will not exceed \$908.51

c. If the turnover date has not occurred by December 31, 2013, the Developer further agrees that from January 1, 2014 until December 31, 2014 or the turnover date, quarterly assessments against each unit for common expenses for the Condominium Association will not exceed \$1,044.79

During the Guarantee Period, the Developer and all units owned by the Developer will not be subject to assessments for the common expenses, instead the Developer will fund the difference, if any, between assessments at the guaranteed level and the common expenses incurred during the guarantee period. If at any time during the guarantee period funds collected from all unit owners other than the Developer are not sufficient to provide payment on a timely basis of all common expenses, the Developer shall provide an accounting and fund any outstanding deficits. This guarantee is also stated in Section 14.10.1 of the Declaration of Condominium.

5. The owner of each unit is required to be a member of Treviso Bay Golf Club, Inc. and has one vote in the Club's affairs. Assessments are payable directly to the Club in the amount of \$2,554.00 per year.

6. The owner of each unit will be required to be a voting member of the Treviso Bay Property Owners Master Association, Inc. Assessments are payable directly to the Association in the amount of \$1,446.00 annually together with an annual cable fee of \$505.32. Once food is available, there will be an annual \$500.00 minimum for food.

7. Unit owners will pay approximately \$1,380.00 per year per unit for the Wentworth Estates Community Development District Debt Service Assessment. It is anticipated that the District Maintenance Special Assessment for 2012 will be approximately \$210.25 per year per unit. The CDD assessments are contained on and are a part of the annual property tax bill for the Unit.

THE BUDGET CONTAINED IN THIS OFFERING CIRCULAR HAS BEEN PREPARED IN ACCORDANCE WITH THE CONDOMINIUM ACT AND IS A GOOD FAITH ESTIMATE ONLY AND REPRESENTS AN APPROXIMATION OF FUTURE EXPENSES BASED ON FACTS AND CIRCUMSTANCES EXISTING AT THE TIME OF ITS PREPARATION. ACTUAL COSTS OF SUCH ITEMS MAY EXCEED THE ESTIMATED COSTS. SUCH CHANGES IN COST DO NOT CONSTITUTE MATERIAL ADVERSE CHANGES IN THE OFFERING. ESTIMATED COSTS. SUCH CHANGES IN COST DO NOT CONSTITUTE MATERIAL ADVERSE CHANGES IN THE OFFERING.

COACH HOMES I AT TREVISO BAY CONDOMINIUM ASSOCIATION					
2010 ACTUAL BUDGET					
JANUARY 1 - DECEMBER 31, 2010					
PHASED CONDOMINIUM BUDGET - PHASE I thru XV ONLY (BUILDINGS 4,14,6,13,7,12,8,11,9,10,32,31,17,30,18)					
60 Units					
	2010 ACTUAL BUDGET	2010 QUARTERLY	2010 MONTHLY	2010 MONTHLY COST PER UNIT	
ADMINISTRATIVE EXPENSES					
MANAGEMENT FEE INCL ACCOUNTING	10,800.00	2,700.00	900.00	15.00	
ANNUAL CORPORATE REPORT	62.00	15.50	5.17	0.09	
ANNUAL DIVISION FEES	240.00	60.00	20.00	0.33	
LEGAL EXPENSES	1,648.80	412.20	137.40	2.29	
OFFICE EXPENSE	720.00	180.00	60.00	1.00	
TAX PREPARATION	250.00	62.50	20.83	0.35	
TOTAL ADMIN. EXPENSES	13,720.80	3,430.20	1,143.40	19.06	
OPERATING EXPENSES					
LAWN SERVICE	20,880.00	5,220.00	1,740.00	29.00	
FERTILIZER/PEST CONTROL (Incl. in Lawn Serv)	0.00	0.00	0.00	0.00	
MULCH (Incl Labor & Material)	8,568.00	2,142.00	714.00	11.90	
PLANT REPLACEMENT	1,202.40	300.60	100.20	1.67	
IRRIGATION MAINTENANCE	453.60	113.40	37.80	0.63	
TREE TRIMMING	1,353.60	338.40	112.80	1.88	
BUILDING MAINTENANCE	1,497.60	374.40	124.80	2.08	
ANNUAL BUILDING INSPECTION	1,216.80	304.20	101.40	1.69	
EXTERIOR PEST CONTROL	1,123.20	280.80	93.60	1.56	
ANNUAL FIRE ALARM INSPECTIONS	1,123.20	280.80	93.60	1.56	
ANNUAL FIRE SPRINKLER INSPEC	4,291.20	1,072.80	357.60	5.96	
ALARM REPAIRS	1,800.00	450.00	150.00	2.50	
INSURANCE (PROPERTY & LIABILITY- Incl Flood)	37,497.60	9,374.40	3,124.80	52.08	
INSURANCE (D&O)	400.00	100.00	33.33	0.56	
INSURANCE (FIDELITY)	328.00	82.00	27.33	0.46	
CONTINGENCY	14,561.40	3,640.35	1,213.45	21.67	
TOTAL OPER. EXPENSES	96,296.60	20,433.80	6,811.27	135.19	
UTILITIES					
ELECTRICITY	748.80	187.20	62.40	1.04	
WATER/SEWER	21,600.00	5,400.00	1,800.00	30.00	
TOTAL UTILITIES	22,348.80	5,587.20	1,862.40	31.04	
OTHER EXPENSES					
SECURITY PROVISIONS	N/A	N/A	N/A	N/A	
RENT FOR REC. AND OTHER	N/A	N/A	N/A	N/A	
TAXES ON ASSOCIATION PROP.	N/A	N/A	N/A	N/A	
TAXES ON LEASED AREAS	N/A	N/A	N/A	N/A	
TOTAL OTHER EXPENSES	0.00	0.00	0.00	0.00	
TOTAL EXPENSES	132,366.20	33,091.55	11,030.52	183.84	
RESERVES	57,236.40	14,309.10	4,769.70	79.50	
TOTAL EXPENSES & RESERVES	189,602.60	47,400.65	15,800.22	263.34	

<p align="center">COACH HOMES I AT TREVISO BAY CONDOMINIUM ASSOCIATION</p> <p align="center">RESERVES FOR CAPITAL EXPENDITURES AND</p> <p align="center">DEFERRED MAINTENANCE 2010</p>	
---	--

DEFERRED MAINTENANCE 2010						
ASSET	ESTIMATED LIFE	ESTIMATED REMAINING LIFE (YRS)	REPLACEMENT COST	ESTIMATED BALANCE 12/31/11	REMAINING FUNDING REQUIREMENT	2010 ANNUAL FUNDING REQUIREMENT
ROOF REPLACEMENT	30	30	418,500.00	0.00	418,500.00	13,950.00
BUILDING PAINTING	4	4	150,000.00	0.00	150,000.00	37,500.00
PAVEMENT RESURFACING	25	25	144,660.00	0.00	144,660.00	5,786.40
			713,160.00	0.00	713,160.00	57,236.40
COST PER UNIT		SHARE	MONTHLY	QUARTERLY	ANNUALLY	
2012		1/60	263.34	790.01	3,160.04	

BUDGET NOTES:

1. The budget represents the estimated cost of operating the Condominium Association. These figures are estimates only.

2. Utility services:

- | | | | | | |
|--|--------------------|--|--|--|--|
| a. Telephones - unit owners | Individual expense | | | | |
| b. Electric - each unit has it's own electric meter and will be individually billed. For common elements, there is a separate meter and electric bills for this area will be a common expense. | | | | | |
| c. Water & Sewer - Each building will be metered and will be a common expense | | | | | |
| d. Garbage/Trash Pickup - pickup is a homeowner expense and fee included on their tax bill | | | | | |
| e. Exterior Pest Control - This will be a common expense with interior pest control done on an as-needed basis. | | | | | |
| f. Other - unit owners will be responsible for paying their own personal property taxes & real property taxes. | | | | | |

3. Reserves for capital expenditures and deferred maintenance are mandated by statute, unless funding is waived for a given year by a vote of the unit owners. When this budget was prepared, the construction had not yet begun. Therefore, the estimated remaining useful life of the Reserve components is the same as the remaining life. The current balance in all Reserve accounts is "zero".

DEVELOPER WILL VOTE TO WAIVE THE FUNDING OF RESERVES FOR THE FIRST TWO FISCAL YEARS AS PERMITTED BY SECTION 718.112(2)F(2), Florida Statutes..

The developer will instead provide for a single general reserve account, restricted to use for capital expenditures and deferred maintenance and funded in the same amount as would be required to fund statutory reserves. The General Reserve shall be funded for buildings or improvements for which surveyor's certificate of substantial completion has been recorded, as required by Section 718.104(4)(e), Florida Statutes.

4. STATUTORY ASSESSMENT GUARANTEE

- a. The Developer guarantees that from the recording of the Declaration of Condominium until December 31, 2012, or the date of which control of the Condominium Association is turned over to the unit owners other than the Developer ("the turnover date"), whichever occurs first, quarterly assessments against each unit will not exceed \$790.01

- | | |
|----|---|
| b. | If the turnover date has not occurred by December 31, 2012, the Developer further guarantees that from January 1, 2013 until whichever first to occur, December 31, 2013 or the turnover date, quarterly assessments against each unit for common expenses for the Condominium Association will not exceed \$908.51 |
|----|---|

- | | |
|--|--|
| c. If the turnover date has not occurred by December 31, 2013, the Developer further agrees that from January 1, 2014 until December 31, 2014 or the turnover date, quarterly assessments against each unit for common expenses for the Condominium Association will not exceed \$1,044.79 | |
|--|--|

During the Guarantee Period, the Developer and all units owned by the Developer will not be subject to assessments for the common expenses, instead the Developer will fund the difference, if any, between assessments at the guaranteed level and the common expenses incurred during the guarantee period. If at any time during the guarantee period funds collected from all unit owners other than the Developer are not sufficient to provide payment on a timely basis of all common expenses, the Developer shall provide an accounting and fund any outstanding deficits. This guarantee is also stated in Section 14.10.1 of the Declaration of Condominium.

5. The owner of each unit is required to be a member of Treviso Bay Golf Club, Inc. and has one vote in the Club's affairs. Assessments are payable directly to the Club in the amount of \$2,554.00 per year.

6. The owner of each unit will be required to be a voting member of the Treviso Bay Property Owners Master Association, Inc. Assessments are payable directly to the Association in the amount of \$1,446.00 annually together with an annual cable fee of \$505.32. Once food is available, there will be an annual \$500.00 minimum for food.

7. Unit owners will pay approximately \$1,380.00 per year per unit for the Wentworth Estates Community Development District Debt Service Assessment. It is anticipated that the District Maintenance Special Assessment for 2012 will be approximately \$210.25 per year per unit. The CDD assessments are contained on and are a part of the annual property tax bill for the Unit.

THE BUDGET CONTAINED IN THIS OFFERING CIRCULAR HAS BEEN PREPARED IN ACCORDANCE WITH THE CONDOMINIUM ACT AND IS A GOOD FAITH ESTIMATE ONLY AND REPRESENTS AN APPROXIMATION OF FUTURE EXPENSES BASED ON FACTS AND CIRCUMSTANCES EXISTING AT THE TIME OF IT'S PREPARATION. ACTUAL COSTS OF SUCH ITEMS MAY EXCEED THE ESTIMATED COSTS. SUCH CHANGES IN COST DO NOT CONSTITUTE MATERIAL ADVERSE CHANGES IN THE OFFERING.

COACH HOMES I AT TREVISO BAY CONDOMINIUM ASSOCIATION					
2010 ACTUAL BUDGET					
JANUARY 1 - DECEMBER 31, 2010					
PHASED CONDOMINIUM BUDGET - PHASE I thru XVI ONLY (BUILDINGS 4,14,6,13,7,12,8,11,9,10,32,31,17,30,18,29)					
64 Units					
	2010 ACTUAL BUDGET	2010 QUARTERLY	2010 MONTHLY	2010 MONTHLY COST PER UNIT	
ADMINISTRATIVE EXPENSES					
MANAGEMENT FEE INCL ACCOUNTING	11,520.00	2,880.00	960.00	15.00	
ANNUAL CORPORATE REPORT	62.00	15.50	5.17	0.08	
ANNUAL DIVISION FEES	256.00	64.00	21.33	0.33	
LEGAL EXPENSES	1,758.72	439.68	146.56	2.29	
OFFICE EXPENSE	768.00	192.00	64.00	1.00	
TAX PREPARATION	250.00	62.50	20.83	0.33	
TOTAL ADMIN. EXPENSES	14,614.72	3,653.68	1,217.89	19.03	
OPERATING EXPENSES					
LAWN SERVICE	22,272.00	5,568.00	1,856.00	29.00	
FERTILIZER/PEST CONTROL (Incl. In Lawn Serv)	0.00	0.00	0.00	0.00	
MULCH (Incl Labor & Material)	9,139.20	2,284.80	761.60	11.90	
PLANT REPLACEMENT	1,282.56	320.64	106.88	1.67	
IRRIGATION MAINTENANCE	483.84	120.96	40.32	0.63	
TREE TRIMMING	1,443.84	360.96	120.32	1.88	
BUILDING MAINTENANCE	1,597.44	399.36	133.12	2.08	
ANNUAL BUILDING INSPECTION	1,297.92	324.48	108.16	1.69	
EXTERIOR PEST CONTROL	1,198.08	299.52	99.84	1.56	
ANNUAL FIRE ALARM INSPECTIONS	1,198.08	299.52	99.84	1.56	
ANNUAL FIRE SPRINKLER INSPEC	4,577.28	1,144.32	381.44	5.96	
ALARM REPAIRS	1,920.00	480.00	160.00	2.50	
INSURANCE (PROPERTY & LIABILITY- Incl Flood)	39,997.44	9,999.36	3,333.12	52.08	
INSURANCE (D&O)	400.00	100.00	33.33	0.52	
INSURANCE (FIDELITY)	328.00	82.00	27.33	0.43	
CONTINGENCY	15,601.28	3,900.32	1,300.11	23.22	
TOTAL OPER. EXPENSES	102,736.96	21,783.92	7,261.31	136.67	
UTILITIES					
ELECTRICITY	798.72	199.68	66.56	1.04	
WATER/SEWER	23,040.00	5,760.00	1,920.00	30.00	
TOTAL UTILITIES	23,838.72	5,959.68	1,986.56	31.04	
OTHER EXPENSES					
SECURITY PROVISIONS	N/A	N/A	N/A	N/A	
RENT FOR REC. AND OTHER	N/A	N/A	N/A	N/A	
TAXES ON ASSOCIATION PROP.	N/A	N/A	N/A	N/A	
TAXES ON LEASED AREAS	N/A	N/A	N/A	N/A	
TOTAL OTHER EXPENSES	0.00	0.00	0.00	0.00	
TOTAL EXPENSES	141,190.40	35,297.60	11,765.87	183.84	
RESERVES	61,052.16	15,263.04	5,087.68	79.50	
TOTAL EXPENSES & RESERVES	202,242.56	50,560.64	16,853.55	263.34	

COACH HOMES I AT TREVISO BAY CONDOMINIUM ASSOCIATION						
RESERVES FOR CAPITAL EXPENDITURES AND DEFERRED MAINTENANCE 2010						
ASSET	ESTIMATED LIFE	ESTIMATED REMAINING LIFE (YRS)	REPLACEMENT COST	ESTIMATED BALANCE 12/31/11	REMAINING FUNDING REQUIREMENT	2010 ANNUAL FUNDING REQUIREMENT
ROOF REPLACEMENT	30	30	446,400.00	0.00	446,400.00	14,880.00
BUILDING PAINTING	4	4	160,000.00	0.00	160,000.00	40,000.00
PAVEMENT RESURFACING	25	25	154,304.00	0.00	154,304.00	6,172.16
			760,704.00	0.00	760,704.00	61,052.16
COST PER UNIT		SHARE	MONTHLY	QUARTERLY	ANNUALLY	
2012		1/64	263.34	790.01	3,160.04	
BUDGET NOTES:						
1. The budget represents the estimated cost of operating the Condominium Association. These figures are estimates only.						
2. Utility services:						
a. Telephones - unit owners individual expense						
b. Electric - each unit has it's own electric meter and will be individually billed. For common elements, there is a separate meter and electric bills for this area will be a common expense.						
c. Water & Sewer - Each building will be metered and will be a common expense						
d. Garbage/Trash Pickup - pickup is a homeowner expense and fee included on their tax bill						
e. Exterior Pest Control - This will be a common expense with interior pest control done on an as-needed basis.						
f. Other - unit owners will be responsible for paying their own personal property taxes & real property taxes.						
3. Reserves for capital expenditures and deferred maintenance are mandated by statute, unless funding is waived for a given year by a vote of the unit owners. When this budget was prepared, the construction had not yet begun. Therefore, the estimated remaining useful life of the Reserve components is the same as the remaining life. The current balance in all Reserve accounts is "zero".						
DEVELOPER WILL VOTE TO WAIVE THE FUNDING OF RESERVES FOR THE FIRST TWO FISCAL YEARS AS PERMITTED BY SECTION 718.112(2)(f)(2), Florida Statutes..						
The developer will instead provide for a single general reserve account, restricted to use for capital expenditures and deferred maintenance and funded in the same amount as would be required to fund statutory reserves. The General Reserve shall be funded for buildings or improvements for which surveyor's certificate of substantial completion has been recorded, as required by Section 718.104(4)(e), Florida Statutes.						
4. STATUTORY ASSESSMENT GUARANTEE						
a. The Developer guarantees that from the recording of the Declaration of Condominium until December 31, 2012, or the date of which control of the Condominium Association is turned over to the unit owners other than the Developer ("the turnover date"), whichever occurs first, quarterly assessments against each unit will not exceed \$790.01						
b. If the turnover date has not occurred by December 31, 2012, the Developer further guarantees that from January 1, 2013 until whichever first to occur, December 31, 2013 or the turnover date, quarterly assessments against each unit for common expenses for the Condominium Association will not exceed \$908.51						
c. If the turnover date has not occurred by December 31, 2013, the Developer further agrees that from January 1, 2014 until December 31, 2014 or the turnover date, quarterly assessments against each unit for common expenses for the Condominium Association will not exceed \$1,044.79						
During the Guarantee Period, the Developer and all units owned by the Developer will not be subject to assessments for the common expenses, Instead the Developer will fund the difference, if any, between assessments at the guaranteed level and the common expenses incurred during the guarantee period. If at any time during the guarantee period funds collected from all unit owners other than the Developer are not sufficient to provide payment on a timely basis of all common expenses, the Developer shall provide an accounting and fund any outstanding deficits. This guarantee is also stated in Section 14.10.1 of the Declaration of Condominium.						
5. The owner of each unit is required to be a member of Treviso Bay Golf Club, Inc. and has one vote in the Club's affairs. Assessments are payable directly to the Club in the amount of \$2,554.00 per year.						
6. The owner of each unit will be required to be a voting member of the Treviso Bay Property Owners Master Association, Inc. Assessments are payable directly to the Association in the amount of \$1,446.00 annually together with an annual cable fee of \$505.32. Once food is available, there will be an annual \$500.00 minimum for food.						
7. Unit owners will pay approximately \$1,380.00 per year per unit for the Wentworth Estates Community Development District Debt Service Assessment. It is anticipated that the District Maintenance Special Assessment for 2012 will be approximately \$210.25 per year per unit. The CDD assessments are contained on and are a part of the annual property tax bill for the Unit.						
THE BUDGET CONTAINED IN THIS OFFERING CIRCULAR HAS BEEN PREPARED IN ACCORDANCE WITH THE CONDOMINIUM ACT AND IS A GOOD FAITH ESTIMATE ONLY AND REPRESENTS AN APPROXIMATION OF FUTURE EXPENSES BASED ON FACTS AND CIRCUMSTANCES EXISTING AT THE TIME OF ITS PREPARATION. ACTUAL COSTS OF SUCH ITEMS MAY EXCEED THE ESTIMATED COSTS. SUCH CHANGES IN COST DO NOT CONSTITUTE MATERIAL ADVERSE CHANGES IN THE OFFERING. ESTIMATED COSTS. SUCH CHANGES IN COST DO NOT CONSTITUTE MATERIAL ADVERSE CHANGES IN THE OFFERING.						

COACH HOMES I AT TREVISO BAY CONDOMINIUM ASSOCIATION					
2012 ACTUAL BUDGET					
JANUARY 1 - DECEMBER 31, 2012					
PHASED CONDOMINIUM BUDGET - PHASE I thru XVII ONLY (BUILDINGS 4,14,6,13,7,12,8,11,9,10,32,31,17,30,18,29,19)					
68 Units					
	2012 ACTUAL BUDGET	2012 QUARTERLY	2012 MONTHLY	2012 MONTHLY COST PER UNIT	
ADMINISTRATIVE EXPENSES					
MANAGEMENT FEE INCL ACCOUNTING	12,240.00	3,060.00	1,020.00	15.00	
ANNUAL CORPORATE REPORT	62.00	15.50	5.17	0.08	
ANNUAL DIVISION FEES	272.00	68.00	22.67	0.33	
LEGAL EXPENSES	1,868.64	467.16	155.72	2.29	
OFFICE EXPENSE	816.00	204.00	68.00	1.00	
TAX PREPARATION	250.00	62.50	20.83	0.31	
TOTAL ADMIN. EXPENSES	15,508.64	3,877.16	1,292.39	19.00	
OPERATING EXPENSES					
LAWN SERVICE	23,664.00	5,916.00	1,972.00	29.00	
FERTILIZER/PEST CONTROL (Incl. In Lawn Serv)	0.00	0.00	0.00	0.00	
MULCH (Incl Labor & Material)	9,710.40	2,427.60	809.20	11.90	
PLANT REPLACEMENT	1,362.72	340.68	113.56	1.67	
IRRIGATION MAINTENANCE	514.08	128.52	42.84	0.63	
TREE TRIMMING	1,534.08	383.52	127.84	1.88	
BUILDING MAINTENANCE	1,697.28	424.32	141.44	2.08	
ANNUAL BUILDING INSPECTION	1,379.04	344.76	114.92	1.69	
EXTERIOR PEST CONTROL	1,272.96	318.24	106.08	1.56	
ANNUAL FIRE ALARM INSPECTIONS	1,272.96	318.24	106.08	1.56	
ANNUAL FIRE SPRINKLER INSPEC	4,863.36	1,215.84	405.28	5.96	
ALARM REPAIRS	2,040.00	510.00	170.00	2.50	
INSURANCE (PROPERTY & LIABILITY- Incl Flood)	42,497.28	10,624.32	3,541.44	52.08	
INSURANCE (D&O)	400.00	100.00	33.33	0.49	
INSURANCE (FIDELITY)	328.00	82.00	27.33	0.40	
CONTINGENCY	\$ 16,641.64	4,160.41	1,386.80	24.76	
TOTAL OPER. EXPENSES	109,177.80	23,134.04	7,711.35	138.17	
UTILITIES					
ELECTRICITY	848.64	212.16	70.72	1.04	
WATER/SEWER	24,480.00	6,120.00	2,040.00	30.00	
TOTAL UTILITIES	25,328.64	6,332.16	2,110.72	31.04	
OTHER EXPENSES					
SECURITY PROVISIONS	N/A	N/A	N/A	N/A	
RENT FOR REC. AND OTHER	N/A	N/A	N/A	N/A	
TAXES ON ASSOCIATION PROP.	N/A	N/A	N/A	N/A	
TAXES ON LEASED AREAS	N/A	N/A	N/A	N/A	
TOTAL OTHER EXPENSES	0.00	0.00	0.00	0.00	
TOTAL EXPENSES	150,015.08	37,503.77	12,501.26	183.84	
RESERVES	64,867.92	16,216.98	5,405.66	79.50	
TOTAL EXPENSES & RESERVES	214,883.00	53,720.75	17,906.92	263.34	

COACH HOMES I AT TREVISO BAY GOLF AND ASSOCIATION						
RESERVES FOR CAPITAL EXPENDITURES AND DEFERRED MAINTENANCE 2012						
ASSET	ESTIMATED LIFE	ESTIMATED REMAINING LIFE (YRS)	REPLACEMENT COST	ESTIMATED BALANCE 12/31/11	REMAINING FUNDING REQUIREMENT	2012 ANNUAL FUNDING REQUIREMENT
ROOF REPLACEMENT	30	30	474,300.00	0.00	474,300.00	15,810.00
BUILDING PAINTING	4	4	170,000.00	0.00	170,000.00	42,500.00
PAVEMENT RESURFACING	25	25	163,948.00	0.00	163,948.00	6,557.92
			808,248.00	0.00	808,248.00	64,867.92
COST PER UNIT		SHARE	MONTHLY	QUARTERLY	ANNUALLY	
2012		1/68	263.34	790.01	3,160.04	
BUDGET NOTES:						
1. The budget represents the estimated cost of operating the Condominium Association. These figures are estimates only.						
2. Utility services:						
a. Telephones - unit owners individual expense						
b. Electric - each unit has it's own electric meter and will be individually billed. For common elements, there is a separate meter and electric bills for this area will be a common expense.						
c. Water & Sewer - Each building will be metered and will be a common expense						
d. Garbage/Trash Pickup - pickup is a homeowner expense and fee included on their tax bill						
e. Exterior Pest Control - This will be a common expense with interior pest control done on an as-needed basis.						
f. Other - unit owners will be responsible for paying their own personal property taxes & real property taxes.						
3. Reserves for capital expenditures and deferred maintenance are mandated by statute, unless funding is waived for a given year by a vote of the unit owners. When this budget was prepared, the construction had not yet begun. Therefore, the estimated remaining useful life of the Reserve components is the same as the remaining life. The current balance in all Reserve accounts is "zero".						
DEVELOPER WILL VOTE TO WAIVE THE FUNDING OF RESERVES FOR THE FIRST TWO FISCAL YEARS AS PERMITTED BY SECTION 718.112(2)(f), Florida Statutes..						
The developer will instead provide for a single general reserve account, restricted to use for capital expenditures and deferred maintenance and funded in the same amount as would be required to fund statutory reserves. The General Reserve shall be funded for buildings or improvements for which surveyor's certificate of substantial completion has been recorded, as required by Section 718.104(f)(e), Florida Statutes.						
4. STATUTORY ASSESSMENT GUARANTEE						
a. The Developer guarantees that from the recording of the Declaration of Condominium until December 31, 2012, or the date of which control of the Condominium Association is turned over to the unit owners other than the Developer ("the turnover date"), whichever occurs first, quarterly assessments against each unit will not exceed \$790.01						
b. If the turnover date has not occurred by December 31, 2012, the Developer further guarantees that from January 1, 2013 until whichever first to occur, December 31, 2013 or the turnover date, quarterly assessments against each unit for common expenses for the Condominium Association will not exceed \$908.51						
c. If the turnover date has not occurred by December 31, 2013, the Developer further agrees that from January 1, 2014 until December 31, 2014 or the turnover date, quarterly assessments against each unit for common expenses for the Condominium Association will not exceed \$1,044.79						
During the Guarantee Period, the Developer and all units owned by the Developer will not be subject to assessments for the common expenses, instead the Developer will fund the difference, if any, between assessments at the guaranteed level and the common expenses incurred during the guarantee period. If at any time during the guarantee period funds collected from all unit owners other than the Developer are not sufficient to provide payment on a timely basis of all common expenses, the Developer shall provide an accounting and fund any outstanding deficits. This guarantee is also stated in Section 14.10.1 of the Declaration of Condominium.						
5. The owner of each unit is required to be a member of Treviso Bay Golf Club, Inc. and has one vote in the Club's affairs. Assessments are payable directly to the Club in the amount of \$2,554.00 per year.						
6. The owner of each unit will be required to be a voting member of the Treviso Bay Property Owners Master Association, Inc. Assessments are payable directly to the Association in the amount of \$1,446.00 annually together with an annual cable fee of \$505.32. Once food is available, there will be an annual \$500.00 minimum for food.						
7. Unit owners will pay approximately \$1,380.00 per year per unit for the Wentworth Estates Community Development District Debt Service Assessment. It is anticipated that the District Maintenance Special Assessment for 2012 will be approximately \$210.25 per year per unit. The CDD assessments are contained on and are a part of the annual property tax bill for the Unit.						
THE BUDGET CONTAINED IN THIS OFFERING CIRCULAR HAS BEEN PREPARED IN ACCORDANCE WITH THE CONDOMINIUM ACT AND IS A GOOD FAITH ESTIMATE ONLY AND REPRESENTS AN APPROXIMATION OF FUTURE EXPENSES BASED ON FACTS AND CIRCUMSTANCES EXISTING AT THE TIME OF ITS PREPARATION. ACTUAL COSTS OF SUCH ITEMS MAY EXCEED THE ESTIMATED COSTS. SUCH CHANGES IN COST DO NOT CONSTITUTE MATERIAL ADVERSE CHANGES IN THE OFFERING. ESTIMATED COSTS. SUCH CHANGES IN COST DO NOT CONSTITUTE MATERIAL ADVERSE CHANGES IN THE OFFERING.						

COACH HOMES I AT TREVISO BAY CONDOMINIUM ASSOCIATION					
2012 ACTUAL BUDGET					
JANUARY 1 - DECEMBER 31, 2012					
PHASED CONDOMINIUM BUDGET - PHASE I thru XVIII ONLY (BUILDINGS 4,14,6,13,7,12,8,11,9,10,32,31,17,30,18,29,19,28)					
72 Units					
	2012 ACTUAL BUDGET	2012 QUARTERLY	2012 MONTHLY	2012 MONTHLY COST PER UNIT	
ADMINISTRATIVE EXPENSES					
MANAGEMENT FEE INCL ACCOUNTING	12,960.00	3,240.00	1,080.00	15.00	
ANNUAL CORPORATE REPORT	62.00	15.50	5.17	0.07	
ANNUAL DIVISION FEES	288.00	72.00	24.00	0.33	
LEGAL EXPENSES	1,978.56	494.64	164.88	2.29	
OFFICE EXPENSE	864.00	216.00	72.00	1.00	
TAX PREPARATION	250.00	62.50	20.83	0.29	
TOTAL ADMIN. EXPENSES	16,402.56	4,100.64	1,366.88	18.98	
OPERATING EXPENSES					
LAWN SERVICE	25,056.00	6,264.00	2,088.00	29.00	
FERTILIZER/PEST CONTROL (Incl in Lawn Serv)	0.00	0.00	0.00	0.00	
MULCH (Incl Labor & Material)	10,281.60	2,570.40	856.80	11.90	
PLANT REPLACEMENT	1,442.88	360.72	120.24	1.67	
IRRIGATION MAINTENANCE	544.32	136.08	45.36	0.63	
TREE TRIMMING	1,624.32	406.08	135.36	1.88	
BUILDING MAINTENANCE	1,797.12	449.28	149.76	2.08	
ANNUAL BUILDING INSPECTION	1,460.16	365.04	121.68	1.69	
EXTERIOR PEST CONTROL	1,347.84	336.96	112.32	1.56	
ANNUAL FIRE ALARM INSPECTIONS	1,347.84	336.96	112.32	1.56	
ANNUAL FIRE SPRINKLER INSPEC	5,149.44	1,287.36	429.12	5.96	
ALARM REPAIRS	2,160.00	540.00	180.00	2.50	
INSURANCE (PROPERTY & LIABILITY- Incl Flood)	44,997.12	11,249.28	3,749.76	52.08	
INSURANCE (D&O)	400.00	100.00	33.33	0.46	
INSURANCE (FIDELITY)	328.00	82.00	27.33	0.38	
CONTINGENCY	17,681.76	4,420.44	1,473.48	26.31	
TOTAL OPER. EXPENSES	115,618.40	24,484.16	8,161.39	139.66	
UTILITIES					
ELECTRICITY	898.56	224.64	74.88	1.04	
WATER/SEWER	25,920.00	6,480.00	2,160.00	30.00	
TOTAL UTILITIES	26,818.56	6,704.64	2,234.88	31.04	
OTHER EXPENSES					
SECURITY PROVISIONS	N/A	N/A	N/A	N/A	
RENT FOR REC. AND OTHER	N/A	N/A	N/A	N/A	
TAXES ON ASSOCIATION PROP.	N/A	N/A	N/A	N/A	
TAXES ON LEASED AREAS	N/A	N/A	N/A	N/A	
TOTAL OTHER EXPENSES	0.00	0.00	0.00	0.00	
TOTAL EXPENSES	158,839.52	39,709.88	13,236.63	183.84	
RESERVES	68,683.68	17,170.92	5,723.64	79.50	
TOTAL EXPENSES & RESERVES	227,523.20	56,880.80	18,960.27	263.34	

ASSET	ESTIMATED LIFE	ESTIMATED REMAINING LIFE (YRS)	REPLACEMENT COST	ESTIMATED BALANCE 12/31/11	REMAINING FUNDING REQUIREMENT	2012 ANNUAL FUNDING REQUIREMENT
ROOF REPLACEMENT	30	30	502,200.00	0.00	502,200.00	16,740.00
BUILDING PAINTING	4	4	180,000.00	0.00	180,000.00	45,000.00
PAVEMENT RESURFACING	25	25	173,592.00	0.00	173,592.00	6,943.68
			855,792.00	0.00	855,792.00	68,683.68
COST PER UNIT		SHARE	MONTHLY	QUARTERLY	ANNUALLY	
2012		1/72	263.34	790.01	3,160.04	

1. The budget represents the estimated cost of operating the Condominium Association.	
These figures are estimates only.	

a.	Telephones - unit owners individual expense
b.	Electric - each unit has it's own electric meter and will be individually billed. For common elements, there is a separate meter and electric bills for this area will be a common expense.
c.	Water & Sewer - Each building will be metered and will be a common expense
d.	Garbage/Trash Pickup - pickup is a homeowner expense and fee included on their tax bill
e.	Exterior Pest Control - This will be a common expense with Interior pest control done on an as-needed basis.
f.	Other - unit owners will be responsible for paying their own personal property taxes & real property taxes.

DEVELOPER WILL VOTE TO WAIVE THE FUNDING OF RESERVES FOR THE FIRST TWO FISCAL YEARS AS PERMITTED BY SECTION 718.112(2)(F)(2), Florida Statutes..	
The developer will instead provide for a single general reserve account, restricted to use for capital expenditures and deferred maintenance and funded in the same amount as would be required to fund statutory reserves. The General Reserve shall be funded for buildings or improvements for which surveyor's certificate of substantial completion has been recorded, as required by Section 718.104(4)(e), Florida Statutes.	

a. The Developer guarantees that from the recording of the Declaration of Condominium until December 31, 2012, or the date of which control of the Condominium Association is turned over to the unit owners other than the Developer ("the turnover date"), whichever occurs first, quarterly assessments against each unit will not exceed \$790.01

c. If the turnover date has not occurred by December 31, 2013, the Developer further agrees that from January 1, 2014 until December 31, 2014 or the turnover date, quarterly assessments against each unit for common expenses for the Condominium Association will not exceed \$1,044.79

During the Guarantee Period, the Developer and all units owned by the Developer will not be subject to assessments for the common expenses, instead the Developer will fund the difference, if any, between assessments at the guaranteed level and the common expenses incurred during the guarantee period. If at any time during the guarantee period funds collected from all unit owners other than the Developer are not sufficient to provide payment on a timely basis of all common expenses, the Developer shall provide an accounting and fund any outstanding deficits. This guarantee is also stated in Section 14.10.1 of the Declaration of Condominium.

5. The owner of each unit is required to be a member of Treviso Bay Golf Club, Inc. and has one vote in the Club's affairs. Assessments are payable directly to the Club in the amount of \$2,554.00 per year.

6. The owner of each unit will be required to be a voting member of the Treviso Bay Property Owners Master Association, Inc. Assessments are payable directly to the Association in the amount of \$1,446.00 annually together with an annual cable fee of \$505.32. Once food is available, there will be an annual \$500.00 minimum for food.

7. Unit owners will pay approximately \$1,380.00 per year per unit for the Wentworth Estates Community Development District Debt Service Assessment. It is anticipated that the District Maintenance Special Assessment for 2012 will be approximately \$210.25 per year per unit. The CDD assessments are contained on and are a part of the annual property tax bill for the Unit.

THE BUDGET CONTAINED IN THIS OFFERING CIRCULAR HAS BEEN PREPARED IN ACCORDANCE WITH THE CONDOMINIUM ACT AND IS A GOOD FAITH ESTIMATE ONLY AND REPRESENTS AN APPROXIMATION OF FUTURE EXPENSES BASED ON FACTS AND CIRCUMSTANCES EXISTING AT THE TIME OF IT'S PREPARATION. ACTUAL COSTS OF SUCH ITEMS MAY EXCEED THE ESTIMATED COSTS. SUCH CHANGES IN COST DO NOT CONSTITUTE MATERIAL ADVERSE CHANGES IN THE OFFERING. ESTIMATED COSTS. SUCH CHANGES IN COST DO NOT CONSTITUTE MATERIAL ADVERSE CHANGES IN THE OFFERING.

COACH HOMES I AT TREVISO BAY CONDOMINIUM ASSOCIATION					
2012 ACTUAL BUDGET					
JANUARY 1 - DECEMBER 31, 2012					
PHASED CONDOMINIUM BUDGET - PHASE I thru XIX ONLY (BUILDINGS 4,14,6,13,7,12,8,11,9,10,32,31,17,30,18,29,19,28,20)					
76 Units					
	2012 ACTUAL BUDGET	2012 QUARTERLY	2012 MONTHLY	2012 MONTHLY COST PER UNIT	
ADMINISTRATIVE EXPENSES					
MANAGEMENT FEE INCL ACCOUNTING	13,680.00	3,420.00	1,140.00	15.00	
ANNUAL CORPORATE REPORT	62.00	15.50	5.17	0.07	
ANNUAL DIVISION FEES	304.00	76.00	25.33	0.33	
LEGAL EXPENSES	2,088.48	522.12	174.04	2.29	
OFFICE EXPENSE	912.00	228.00	76.00	1.00	
TAX PREPARATION	250.00	62.50	20.83	0.27	
TOTAL ADMIN. EXPENSES	17,296.48	4,324.12	1,441.37	18.96	
OPERATING EXPENSES					
LAWN SERVICE	26,448.00	6,612.00	2,204.00	29.00	
FERTILIZER/PEST CONTROL (Incl. in Lawn Serv)	0.00	0.00	0.00	0.00	
MULCH (Incl Labor & Material)	10,852.80	2,713.20	904.40	11.90	
PLANT REPLACEMENT	1,523.04	380.76	126.92	1.67	
IRRIGATION MAINTENANCE	574.56	143.64	47.88	0.63	
TREE TRIMMING	1,714.56	428.64	142.88	1.88	
BUILDING MAINTENANCE	1,896.96	474.24	158.08	2.08	
ANNUAL BUILDING INSPECTION	1,541.28	385.32	128.44	1.69	
EXTERIOR PEST CONTROL	1,422.72	355.68	118.56	1.56	
ANNUAL FIRE ALARM INSPECTIONS	1,422.72	355.68	118.56	1.56	
ANNUAL FIRE SPRINKLER INSPEC	5,435.52	1,358.88	452.96	5.96	
ALARM REPAIRS	2,280.00	570.00	190.00	2.50	
INSURANCE (PROPERTY & LIABILITY- Incl Flood)	47,496.96	11,874.24	3,958.08	52.08	
INSURANCE (D&O)	400.00	100.00	33.33	0.44	
INSURANCE (FIDELITY)	328.00	82.00	27.33	0.36	
CONTINGENCY	18,721.84	4,680.46	1,560.15	27.86	
TOTAL OPER. EXPENSES	122,058.96	25,834.28	8,611.43	141.17	
UTILITIES					
ELECTRICITY	948.48	237.12	79.04	1.04	
WATER/SEWER	27,360.00	6,840.00	2,280.00	30.00	
TOTAL UTILITIES	28,308.48	7,077.12	2,359.04	31.04	
OTHER EXPENSES					
SECURITY PROVISIONS	N/A	N/A	N/A	N/A	
RENT FOR REC. AND OTHER	N/A	N/A	N/A	N/A	
TAXES ON ASSOCIATION PROP.	N/A	N/A	N/A	N/A	
TAXES ON LEASED AREAS	N/A	N/A	N/A	N/A	
TOTAL OTHER EXPENSES	0.00	0.00	0.00	0.00	
TOTAL EXPENSES	167,663.92	41,915.98	13,971.99	183.84	
RESERVES	72,499.44	18,124.86	6,041.62	79.50	
TOTAL EXPENSES & RESERVES	240,163.36	60,040.84	20,013.61	263.34	

**COACH HOMES I AT TREVISO BAY CONDOMINIUM ASSOCIATION
RESERVES FOR CAPITAL EXPENDITURES AND
DEFERRED MAINTENANCE 2012**

[illegible]

COACH HOMES I AT TREVISO BAY CONDOMINIUM ASSOCIATION					
2012 ACTUAL BUDGET					
JANUARY 1 - DECEMBER 31, 2012					
PHASED CONDOMINIUM BUDGET - PHASE I thru XX ONLY (BUILDINGS 4,14,6,13,7,12,8,11,9,10,32,31,17,30,18,29,19,28,20,27)					
80 Units					
	2012 ACTUAL BUDGET	2012 QUARTERLY	2012 MONTHLY	2012 MONTHLY COST PER UNIT	
ADMINISTRATIVE EXPENSES					
MANAGEMENT FEE INCL ACCOUNTING	14,400.00	3,600.00	1,200.00	15.00	
ANNUAL CORPORATE REPORT	62.00	15.50	5.17	0.06	
ANNUAL DIVISION FEES	320.00	80.00	26.67	0.33	
LEGAL EXPENSES	2,198.40	549.60	183.20	2.29	
OFFICE EXPENSE	960.00	240.00	80.00	1.00	
TAX PREPARATION	250.00	62.50	20.83	0.26	
TOTAL ADMIN. EXPENSES	18,190.40	4,547.60	1,515.87	18.95	
OPERATING EXPENSES					
LAWN SERVICE	27,840.00	6,960.00	2,320.00	29.00	
FERTILIZER/PEST CONTROL (Incl. In Lawn Serv)	0.00	0.00	0.00	0.00	
MULCH (Incl Labor & Material)	11,424.00	2,856.00	952.00	11.90	
PLANT REPLACEMENT	1,603.20	400.80	133.60	1.67	
IRRIGATION MAINTENANCE	604.80	151.20	50.40	0.63	
TREE TRIMMING	1,804.80	451.20	150.40	1.88	
BUILDING MAINTENANCE	1,996.80	499.20	166.40	2.08	
ANNUAL BUILDING INSPECTION	1,622.40	405.60	135.20	1.69	
EXTERIOR PEST CONTROL	1,497.60	374.40	124.80	1.56	
ANNUAL FIRE ALARM INSPECTIONS	1,497.60	374.40	124.80	1.56	
ANNUAL FIRE SPRINKLER INSPEC	5,721.60	1,430.40	476.80	5.96	
ALARM REPAIRS	2,400.00	600.00	200.00	2.50	
INSURANCE (PROPERTY & LIABILITY- Incl Flood)	49,996.80	12,499.20	4,166.40	52.08	
INSURANCE (D&O)	400.00	100.00	33.33	0.42	
INSURANCE (FIDELITY)	328.00	82.00	27.33	0.34	
CONTINGENCY	19,761.60	4,940.40	1,646.80	29.41	
TOTAL OPER. EXPENSES	128,499.20	27,184.40	9,061.47	142.68	
UTILITIES					
ELECTRICITY	998.40	249.60	83.20	1.04	
WATER/SEWER	28,800.00	7,200.00	2,400.00	30.00	
TOTAL UTILITIES	29,798.40	7,449.60	2,483.20	31.04	
OTHER EXPENSES					
SECURITY PROVISIONS	N/A	N/A	N/A	N/A	
RENT FOR REC. AND OTHER	N/A	N/A	N/A	N/A	
TAXES ON ASSOCIATION PROP.	N/A	N/A	N/A	N/A	
TAXES ON LEASED AREAS	N/A	N/A	N/A	N/A	
TOTAL OTHER EXPENSES	0.00	0.00	0.00	0.00	
TOTAL EXPENSES	176,488.00	44,122.00	14,707.33	183.84	
RESERVES	76,315.20	19,078.80	6,359.60	79.50	
TOTAL EXPENSES & RESERVES	252,803.20	63,200.80	21,066.93	263.34	

ASSET	ESTIMATED LIFE	ESTIMATED REMAINING LIFE (YRS)	REPLACEMENT COST	ESTIMATED BALANCE 12/31/11	REMAINING FUNDING REQUIREMENT	2012 ANNUAL FUNDING REQUIREMENT
ROOF REPLACEMENT	30	30	558,000.00	0.00	558,000.00	18,600.00
BUILDING PAINTING	4	4	200,000.00	0.00	200,000.00	50,000.00
PAVEMENT RESURFACING	25	25	192,880.00	0.00	192,880.00	7,715.20
			950,880.00	0.00	950,880.00	76,315.20
COST PER UNIT		SHARE	MONTHLY	QUARTERLY	ANNUALLY	
2012		1/80	263.34	790.01	3,160.04	

1. The budget represents the estimated cost of operating the Condominium Association. These figures are estimates only.

a. Telephones - unit owners individual expense					
b. Electric - each unit has it's own electric meter and will be individually billed. For common elements, there is a separate meter and electric bills for this area will be a common expense.					
c. Water & Sewer - Each building will be metered and will be a common expense					
d. Garbage/Trash Pickup - pickup is a homeowner expense and fee included on their tax bill					
e. Exterior Pest Control - This will be a common expense with interior pest control done on an as-needed basis.					
f. Other - unit owners will be responsible for paying their own personal property taxes & real property taxes.					

DEVELOPER WILL VOTE TO WAIVE THE FUNDING OF RESERVES FOR THE FIRST TWO FISCAL YEARS AS PERMITTED BY SECTION 718.112(2)F(2), Florida Statutes..

4. STATUTORY ASSESSMENT GUARANTEE

[illegible]

During the Guarantee Period, the Developer and all units owned by the Developer will not be subject to assessments for the common expenses, instead the Developer will fund the difference, if any, between assessments at the guaranteed level and the common expenses incurred during the guarantee period. If at any time during the guarantee period funds collected from all unit owners other than the Developer are not sufficient to provide payment on a timely basis of all common expenses, the Developer shall provide an accounting and fund any outstanding deficits. This guarantee is also stated in Section 14.10.1 of the Declaration of Condominium.

6. The owner of each unit will be required to be a voting member of the Treviso Bay Property Owners Master Association, Inc. Assessments are payable directly to the Association in the amount of \$1,446.00 annually together with an annual cable fee of \$505.32. Once food is available, there will be an annual \$500.00 minimum for food.

THE BUDGET CONTAINED IN THIS OFFERING CIRCULAR HAS BEEN PREPARED IN ACCORDANCE WITH THE CONDOMINIUM ACT AND IS A GOOD FAITH ESTIMATE ONLY AND REPRESENTS AN APPROXIMATION OF FUTURE EXPENSES BASED ON FACTS AND CIRCUMSTANCES EXISTING AT THE TIME OF IT'S PREPARATION. ACTUAL COSTS OF SUCH ITEMS MAY EXCEED THE ESTIMATED COSTS. SUCH CHANGES IN COST DO NOT CONSTITUTE MATERIAL ADVERSE CHANGES IN THE OFFERING. ESTIMATED COSTS. SUCH CHANGES IN COST DO NOT CONSTITUTE MATERIAL ADVERSE CHANGES IN THE OFFERING.

COACH HOMES I AT TREVISO BAY CONDOMINIUM ASSOCIATION					
2012 ACTUAL BUDGET					
JANUARY 1 - DECEMBER 31, 2012					
PHASED CONDOMINIUM BUDGET - PHASE I thru XXI ONLY (BUILDINGS 4,14,6,13,7,12,8,11,9,10,32,31,17,30,18,29,19,28,20,27,21)					
84 Units					
	2012 ACTUAL BUDGET	2012 QUARTERLY	2012 MONTHLY	2012 MONTHLY COST PER UNIT	
ADMINISTRATIVE EXPENSES					
MANAGEMENT FEE INCL ACCOUNTING	15,120.00	3,780.00	1,260.00	15.00	
ANNUAL CORPORATE REPORT	62.00	15.50	5.17	0.06	
ANNUAL DIVISION FEES	336.00	84.00	28.00	0.33	
LEGAL EXPENSES	2,308.32	577.08	192.36	2.29	
OFFICE EXPENSE	1,008.00	252.00	84.00	1.00	
TAX PREPARATION	250.00	62.50	20.83	0.25	
TOTAL ADMIN. EXPENSES	19,084.32	4,771.08	1,590.36	18.93	
OPERATING EXPENSES					
LAWN SERVICE	29,232.00	7,308.00	2,436.00	29.00	
FERTILIZER/PEST CONTROL (Incl. in Lawn Serv)	0.00	0.00	0.00	0.00	
MULCH (Incl Labor & Material)	11,995.20	2,998.80	999.60	11.90	
PLANT REPLACEMENT	1,683.36	420.84	140.28	1.67	
IRRIGATION MAINTENANCE	635.04	158.76	52.92	0.63	
TREE TRIMMING	1,895.04	473.76	157.92	1.88	
BUILDING MAINTENANCE	2,096.64	524.16	174.72	2.08	
ANNUAL BUILDING INSPECTION	1,703.52	425.88	141.96	1.69	
EXTERIOR PEST CONTROL	1,572.48	393.12	131.04	1.56	
ANNUAL FIRE ALARM INSPECTIONS	1,572.48	393.12	131.04	1.56	
ANNUAL FIRE SPRINKLER INSPEC	6,007.68	1,501.92	500.64	5.96	
ALARM REPAIRS	2,520.00	630.00	210.00	2.50	
INSURANCE (PROPERTY & LIABILITY- Incl Flood)	52,496.64	13,124.16	4,374.72	52.08	
INSURANCE (D&O)	400.00	100.00	33.33	0.40	
INSURANCE (FIDELITY)	328.00	82.00	27.33	0.33	
CONTINGENCY	20,801.76	5,200.44	1,733.48	30.96	
TOTAL OPER. EXPENSES	134,939.84	28,534.52	9,511.51	144.19	
UTILITIES					
ELECTRICITY	1,048.32	262.08	87.36	1.04	
WATER/SEWER	30,240.00	7,560.00	2,520.00	30.00	
TOTAL UTILITIES	31,288.32	7,822.08	2,607.36	31.04	
OTHER EXPENSES					
SECURITY PROVISIONS	N/A	N/A	N/A	N/A	
RENT FOR REC. AND OTHER	N/A	N/A	N/A	N/A	
TAXES ON ASSOCIATION PROP.	N/A	N/A	N/A	N/A	
TAXES ON LEASED AREAS	N/A	N/A	N/A	N/A	
TOTAL OTHER EXPENSES	0.00	0.00	0.00	0.00	
TOTAL EXPENSES	185,312.48	46,328.12	15,442.71	183.84	
RESERVES	80,130.96	20,032.74	6,677.58	79.50	
TOTAL EXPENSES & RESERVES	265,443.44	66,360.86	22,120.29	263.34	

COACH HOMES I AT TREVISO BAY CONDOMINIUM ASSOCIATION RESERVES FOR CAPITAL EXPENDITURES AND DEFERRED MAINTENANCE 2012						
ASSET	ESTIMATED LIFE	ESTIMATED REMAINING LIFE (YRS)	REPLACEMENT COST	ESTIMATED BALANCE 12/31/11	REMAINING FUNDING REQUIREMENT	2012 ANNUAL FUNDING REQUIREMENT
ROOF REPLACEMENT	30	30	585,900.00	0.00	585,900.00	19,530.00
BUILDING PAINTING	4	4	210,000.00	0.00	210,000.00	52,500.00
PAVEMENT RESURFACING	25	25	202,524.00	0.00	202,524.00	8,100.96
			998,424.00	0.00	998,424.00	80,130.96
COST PER UNIT		SHARE	MONTHLY	QUARTERLY	ANNUALLY	
2012		1/84	263.34	790.01	3,160.04	
BUDGET NOTES:						
1. The budget represents the estimated cost of operating the Condominium Association. These figures are estimates only.						
2. Utility services:						
a. Telephones - unit owners individual expense						
b. Electric - each unit has it's own electric meter and will be individually billed. For common elements, there is a separate meter and electric bills for this area will be a common expense.						
c. Water & Sewer - Each building will be metered and will be a common expense						
d. Garbage/Trash Pickup - pickup is a homeowner expense and fee included on their tax bill						
e. Exterior Pest Control - This will be a common expense with interior pest control done on an as-needed basis.						
f. Other - unit owners will be responsible for paying their own personal property taxes & real property taxes.						
3. Reserves for capital expenditures and deferred maintenance are mandated by statute, unless funding is waived for a given year by a vote of the unit owners. When this budget was prepared, the construction had not yet begun. Therefore, the estimated remaining useful life of the Reserve components is the same as the remaining life. The current balance in all Reserve accounts is "zero".						
DEVELOPER WILL VOTE TO WAIVE THE FUNDING OF RESERVES FOR THE FIRST TWO FISCAL YEARS AS PERMITTED BY SECTION 718.112(2)(F)(2), Florida Statutes. The developer will instead provide for a single general reserve account, restricted to use for capital expenditures and deferred maintenance and funded in the same amount as would be required to fund statutory reserves. The General Reserve shall be funded for buildings or improvements for which surveyor's certificate of substantial completion has been recorded, as required by Section 718.104(4)(e), Florida Statutes.						
4. STATUTORY ASSESSMENT GUARANTEE						
a. The Developer guarantees that from the recording of the Declaration of Condominium until December 31, 2012, or the date of which control of the Condominium Association is turned over to the unit owners other than the Developer ("the turnover date"), whichever occurs first, quarterly assessments against each unit will not exceed \$790.01						
b. If the turnover date has not occurred by December 31, 2012, the Developer further guarantees that from January 1, 2013 until whichever first to occur, December 31, 2013 or the turnover date, quarterly assessments against each unit for common expenses for the Condominium Association will not exceed \$908.51						
c. If the turnover date has not occurred by December 31, 2013, the Developer further agrees that from January 1, 2014 until December 31, 2014 or the turnover date, quarterly assessments against each unit for common expenses for the Condominium Association will not exceed \$1,044.79						
During the Guarantee Period, the Developer and all units owned by the Developer will not be subject to assessments for the common expenses, instead the Developer will fund the difference, if any, between assessments at the guaranteed level and the common expenses incurred during the guarantee period. If at any time during the guarantee period funds collected from all unit owners other than the Developer are not sufficient to provide payment on a timely basis of all common expenses, the Developer shall provide an accounting and fund any outstanding deficits. This guarantee is also stated in Section 14.10.1 of the Declaration of Condominium.						
5. The owner of each unit is required to be a member of Treviso Bay Golf Club, Inc. and has one vote in the Club's affairs. Assessments are payable directly to the Club in the amount of \$2,554.00 per year.						
6. The owner of each unit will be required to be a voting member of the Treviso Bay Property Owners Master Association, Inc. Assessments are payable directly to the Association in the amount of \$1,446.00 annually together with an annual cable fee of \$505.32. Once food is available, there will be an annual \$500.00 minimum for food.						
7. Unit owners will pay approximately \$1,380.00 per year per unit for the Wentworth Estates Community Development District Debt Service Assessment. It is anticipated that the District Maintenance Special Assessment for 2012 will be approximately \$210.25 per year per unit. The CDD assessments are contained on and are a part of the annual property tax bill for the Unit.						
THE BUDGET CONTAINED IN THIS OFFERING CIRCULAR HAS BEEN PREPARED IN ACCORDANCE WITH THE CONDOMINIUM ACT AND IS A GOOD FAITH ESTIMATE ONLY AND REPRESENTS AN APPROXIMATION OF FUTURE EXPENSES BASED ON FACTS AND CIRCUMSTANCES EXISTING AT THE TIME OF IT'S PREPARATION. ACTUAL COSTS OF SUCH ITEMS MAY EXCEED THE ESTIMATED COSTS. SUCH CHANGES IN COST DO NOT CONSTITUTE MATERIAL ADVERSE CHANGES IN THE OFFERING. ESTIMATED COSTS. SUCH CHANGES IN COST DO NOT CONSTITUTE MATERIAL ADVERSE CHANGES IN THE OFFERING.						

COACH HOMES I AT TREVISO BAY CONDOMINIUM ASSOCIATION					
2012 ACTUAL BUDGET					
JANUARY 1 - DECEMBER 31, 2012					
PHASED CONDOMINIUM BUDGET - PHASE I thru XXII ONLY (BUILDINGS 4,14,6,13,7,12,8,11,9,10,32,31,17,30,18,29,19,28,20,27,21,26)					
88 Units					
	2012 ACTUAL BUDGET	2012 QUARTERLY	2012 MONTHLY	2012 MONTHLY COST PER UNIT	
ADMINISTRATIVE EXPENSES					
MANAGEMENT FEE INCL ACCOUNTING	15,840.00	3,960.00	1,320.00	15.00	
ANNUAL CORPORATE REPORT	62.00	15.50	5.17	0.06	
ANNUAL DIVISION FEES	352.00	88.00	29.33	0.33	
LEGAL EXPENSES	2,418.24	604.56	201.52	2.29	
OFFICE EXPENSE	1,056.00	264.00	88.00	1.00	
TAX PREPARATION	250.00	62.50	20.83	0.24	
TOTAL ADMIN. EXPENSES	19,978.24	4,994.56	1,664.85	18.92	
OPERATING EXPENSES					
LAWN SERVICE	30,624.00	7,656.00	2,552.00	29.00	
FERTILIZER/PEST CONTROL (Incl. in Lawn Serv)	0.00	0.00	0.00	0.00	
MULCH (Incl Labor & Material)	12,566.40	3,141.60	1,047.20	11.90	
PLANT REPLACEMENT	1,763.52	440.88	146.96	1.67	
IRRIGATION MAINTENANCE	665.28	166.32	55.44	0.63	
TREE TRIMMING	1,985.28	496.32	165.44	1.88	
BUILDING MAINTENANCE	2,196.48	549.12	183.04	2.08	
ANNUAL BUILDING INSPECTION	1,784.64	446.16	148.72	1.69	
EXTERIOR PEST CONTROL	1,647.36	411.84	137.28	1.56	
ANNUAL FIRE ALARM INSPECTIONS	1,647.36	411.84	137.28	1.56	
ANNUAL FIRE SPRINKLER INSPEC	6,293.76	1,573.44	524.48	5.96	
ALARM REPAIRS	2,640.00	660.00	220.00	2.50	
INSURANCE (PROPERTY & LIABILITY- Incl Flood)	54,996.48	13,749.12	4,583.04	52.08	
INSURANCE (D&O)	400.00	100.00	33.33	0.38	
INSURANCE (FIDELITY)	328.00	82.00	27.33	0.31	
CONTINGENCY	21,841.60	5,460.40	1,820.13	32.50	
TOTAL OPER. EXPENSES	141,380.16	29,884.64	9,961.55	145.70	
UTILITIES					
ELECTRICITY	1,098.24	274.56	91.52	1.04	
WATER/SEWER	31,680.00	7,920.00	2,640.00	30.00	
TOTAL UTILITIES	32,778.24	8,194.56	2,731.52	31.04	
OTHER EXPENSES					
SECURITY PROVISIONS	N/A	N/A	N/A	N/A	
RENT FOR REC. AND OTHER	N/A	N/A	N/A	N/A	
TAXES ON ASSOCIATION PROP.	N/A	N/A	N/A	N/A	
TAXES ON LEASED AREAS	N/A	N/A	N/A	N/A	
TOTAL OTHER EXPENSES	0.00	0.00	0.00	0.00	
TOTAL EXPENSES	194,136.64	48,534.16	16,178.05	183.84	
RESERVES	83,946.72	20,986.68	6,995.56	79.50	
TOTAL EXPENSES & RESERVES	278,083.36	69,520.84	23,173.61	263.34	

ASSET	ESTIMATED LIFE	ESTIMATED REMAINING LIFE (YRS)	REPLACEMENT COST	ESTIMATED BALANCE 12/31/11	REMAINING FUNDING REQUIREMENT	2012 ANNUAL FUNDING REQUIREMENT
ROOF REPLACEMENT	30	30	613,800.00	0.00	613,800.00	20,460.00
BUILDING PAINTING	4	4	220,000.00	0.00	220,000.00	55,000.00
PAVEMENT RESURFACING	25	25	212,168.00	0.00	212,168.00	8,486.72
			1,045,968.00	0.00	1,045,968.00	83,946.72
COST PER UNIT		SHARE	MONTHLY	QUARTERLY	ANNUALLY	
2012		1/88	263.34	790.01	3,160.04	

1. The budget represents the estimated cost of operating the Condominium Association.	
These figures are estimates only.	

a. Telephones - unit owners individual expense					
b. Electric - each unit has it's own electric meter and will be individually billed. For common elements, there is a separate meter and electric bills for this area will be a common expense.					
c. Water & Sewer - Each building will be metered and will be a common expense					
d. Garbage/Trash Pickup - pickup is a homeowner expense and fee included on their tax bill					
e. Exterior Pest Control - This will be a common expense with interior pest control done on an as-needed basis.					
f. Other - unit owners will be responsible for paying their own personal property taxes & real property taxes.					

DEVELOPER WILL VOTE TO WAIVE THE FUNDING OF RESERVES FOR THE FIRST TWO FISCAL YEARS AS PERMITTED BY SECTION 718.112(2)(F)(2), Florida Statutes..

4. STATUTORY ASSESSMENT GUARANTEE

c. If the turnover date has not occurred by December 31, 2013, the Developer further agrees that from January 1, 2014 until December 31, 2014 or the turnover date, quarterly assessments against each unit for common expenses for the Condominium Association will not exceed \$1,044.79		
--	--	--

6. The owner of each unit will be required to be a voting member of the Treviso Bay Property Owners Master Association, Inc. Assessments are payable directly to the Association in the amount of \$1,446.00 annually together with an annual cable fee of \$505.32. Once food is available, there will be an annual \$500.00 minimum for food.

THE BUDGET CONTAINED IN THIS OFFERING CIRCULAR HAS BEEN PREPARED IN ACCORDANCE WITH THE CONDOMINIUM ACT AND IS A GOOD FAITH ESTIMATE ONLY AND REPRESENTS AN APPROXIMATION OF FUTURE EXPENSES BASED ON FACTS AND CIRCUMSTANCES EXISTING AT THE TIME OF ITS PREPARATION. ACTUAL COSTS OF SUCH ITEMS MAY EXCEED THE ESTIMATED COSTS. SUCH CHANGES IN COST DO NOT CONSTITUTE MATERIAL ADVERSE CHANGES IN THE OFFERING. ESTIMATED COSTS. SUCH CHANGES IN COST DO NOT CONSTITUTE MATERIAL ADVERSE CHANGES IN THE OFFERING.

COACH HOMES I AT TREVISO BAY CONDOMINIUM ASSOCIATION					
2012 ACTUAL BUDGET					
JANUARY 1 - DECEMBER 31, 2012					
PHASED CONDOMINIUM BUDGET - PHASE I thru XXIII ONLY (BUILDINGS 4,14,6,13,7,12,8,11,9,10,32,31,17,30,18,29,19,28,20,27,21,26,22)					
92 Units					
	2012 ACTUAL BUDGET	2012 QUARTERLY	2012 MONTHLY	2012 MONTHLY COST PER UNIT	
ADMINISTRATIVE EXPENSES					
MANAGEMENT FEE INCL ACCOUNTING	16,560.00	4,140.00	1,380.00	15.00	
ANNUAL CORPORATE REPORT	62.00	15.50	5.17	0.06	
ANNUAL DIVISION FEES	368.00	92.00	30.67	0.33	
LEGAL EXPENSES	2,528.16	632.04	210.68	2.29	
OFFICE EXPENSE	1,104.00	276.00	92.00	1.00	
TAX PREPARATION	250.00	62.50	20.83	0.23	
TOTAL ADMIN. EXPENSES	20,872.16	5,218.04	1,739.35	18.90	
OPERATING EXPENSES					
LAWN SERVICE	32,016.00	8,004.00	2,668.00	29.00	
FERTILIZER/PEST CONTROL (Incl in Lawn Serv)	0.00	0.00	0.00	0.00	
MULCH (Incl Labor & Material)	13,137.60	3,284.40	1,094.80	11.90	
PLANT REPLACEMENT	1,843.68	460.92	153.64	1.67	
IRRIGATION MAINTENANCE	695.52	173.88	57.96	0.63	
TREE TRIMMING	2,075.52	518.88	172.96	1.88	
BUILDING MAINTENANCE	2,296.32	574.08	191.36	2.08	
ANNUAL BUILDING INSPECTION	1,865.76	466.44	155.48	1.69	
EXTERIOR PEST CONTROL	1,722.24	430.56	143.52	1.56	
ANNUAL FIRE ALARM INSPECTIONS	1,722.24	430.56	143.52	1.56	
ANNUAL FIRE SPRINKLER INSPEC	6,579.84	1,644.96	548.32	5.96	
ALARM REPAIRS	2,760.00	690.00	230.00	2.50	
INSURANCE (PROPERTY & LIABILITY- Incl Flood)	57,496.32	14,374.08	4,791.36	52.08	
INSURANCE (D&O)	400.00	100.00	33.33	0.36	
INSURANCE (FIDELITY)	328.00	82.00	27.33	0.30	
CONTINGENCY	22,882.24	5,720.56	1,906.85	34.05	
TOTAL OPER. EXPENSES	147,821.28	31,234.76	10,411.59	147.22	
UTILITIES					
ELECTRICITY	1,148.16	287.04	95.68	1.04	
WATER/SEWER	33,120.00	8,280.00	2,760.00	30.00	
TOTAL UTILITIES	34,268.16	8,567.04	2,855.68	31.04	
OTHER EXPENSES					
SECURITY PROVISIONS	N/A	N/A	N/A	N/A	
RENT FOR REC. AND OTHER	N/A	N/A	N/A	N/A	
TAXES ON ASSOCIATION PROP.	N/A	N/A	N/A	N/A	
TAXES ON LEASED AREAS	N/A	N/A	N/A	N/A	
TOTAL OTHER EXPENSES	0.00	0.00	0.00	0.00	
TOTAL EXPENSES	202,961.60	50,740.40	16,913.47	183.84	
RESERVES	87,762.48	21,940.62	7,313.54	79.50	
TOTAL EXPENSES & RESERVES	290,724.08	72,681.02	24,227.01	263.34	

ASSET	ESTIMATED LIFE	ESTIMATED REMAINING LIFE (YRS)	REPLACEMENT COST	ESTIMATED BALANCE 12/31/11	REMAINING FUNDING REQUIREMENT	2012 ANNUAL FUNDING REQUIREMENT
ROOF REPLACEMENT	30	30	641,700.00	0.00	641,700.00	21,390.00
BUILDING PAINTING	4	4	230,000.00	0.00	230,000.00	57,500.00
PAVEMENT RESURFACING	25	25	221,812.00	0.00	221,812.00	8,872.48
			1,093,512.00	0.00	1,093,512.00	87,762.48
COST PER UNIT		SHARE	MONTHLY	QUARTERLY	ANNUALLY	
2012		1/92	263.34	790.01	3,160.04	

1. The budget represents the estimated cost of operating the Condominium Association.
These figures are estimates only.

a. Telephones - unit owners individual expense					
b. Electric - each unit has it's own electric meter and will be individually billed. For common elements, there is a separate meter and electric bills for this area will be a common expense.					
c. Water & Sewer - Each building will be metered and will be a common expense					
d. Garbage/Trash Pickup - pickup is a homeowner expense and fee included on their tax bill					
e. Exterior Pest Control - This will be a common expense with interior pest control done on an as-needed basis.					
f. Other - unit owners will be responsible for paying their own personal property taxes & real property taxes.					

<p>DEVELOPER WILL VOTE TO WAIVE THE FUNDING OF RESERVES FOR THE FIRST TWO FISCAL YEARS AS PERMITTED BY SECTION 718.112(2)(f)(2), Florida Statutes..</p> <p>The developer will instead provide for a single general reserve account, restricted to use for capital expenditures and deferred maintenance and funded in the same amount as would be required to fund statutory reserves. The General Reserve shall be funded for buildings or improvements for which surveyor's certificate of substantial completion has been recorded, as required by Section 718.104(4)(e), Florida Statutes.</p>									
--	--	--	--	--	--	--	--	--	--

a. The Developer guarantees that from the recording of the Declaration of Condominium until December 31, 2012, or the date of which control of the Condominium Association is turned over to the unit owners other than the Developer ("the turnover date"), whichever occurs first, quarterly assessments against each unit will not exceed \$790.01

c. If the turnover date has not occurred by December 31, 2013, the Developer further agrees that from January 1, 2014 until December 31, 2014 or the turnover date, quarterly assessments against each unit for common expenses for the Condominium Association will not exceed \$1,044.79			
--	--	--	--

During the Guarantee Period, the Developer and all units owned by the Developer will not be subject to assessments for the common expenses, instead the Developer will fund the difference, if any, between assessments at the guaranteed level and the common expenses incurred during the guarantee period. If at any time during the guarantee period funds collected from all unit owners other than the Developer are not sufficient to provide payment on a timely basis of all common expenses, the Developer shall provide an accounting and fund any outstanding deficits. This guarantee is also stated in Section 14.10.1 of the Declaration of Condominium.

5. The owner of each unit is required to be a member of Treviño Bay Golf Club, Inc. and has one vote in the Club's affairs. Assessments are payable directly to the Club in the amount of \$2,554.00 per year.

6. The owner of each unit will be required to be a voting member of the Treviso Bay Property Owners Master Association, Inc. Assessments are payable directly to the Association in the amount of \$1,446.00 annually together with an annual cable fee of \$505.32. Once food is available, there will be an annual \$500.00 minimum for food.

7. Unit owners will pay approximately \$1,380.00 per year per unit for the Wentworth Estates Community Development District Debt Service Assessment. It is anticipated that the District Maintenance Special Assessment for 2012 will be approximately \$210.25 per year per unit. The CDD assessments are contained on and are a part of the annual property tax bill for the Unit.

THE BUDGET CONTAINED IN THIS OFFERING CIRCULAR HAS BEEN PREPARED IN ACCORDANCE WITH THE CONDOMINIUM ACT AND IS A GOOD FAITH ESTIMATE ONLY AND REPRESENTS AN APPROXIMATION OF FUTURE EXPENSES BASED ON FACTS AND CIRCUMSTANCES EXISTING AT THE TIME OF ITS PREPARATION. ACTUAL COSTS OF SUCH ITEMS MAY EXCEED THE ESTIMATED COSTS. SUCH CHANGES IN COST DO NOT CONSTITUTE MATERIAL ADVERSE CHANGES IN THE OFFERING. ESTIMATED COSTS. SUCH CHANGES IN COST DO NOT CONSTITUTE MATERIAL ADVERSE CHANGES IN THE OFFERING.

COACH HOMES I AT TREVISO BAY CONDOMINIUM ASSOCIATION					
2012 ACTUAL BUDGET					
JANUARY 1 - DECEMBER 31, 2012					
PHASED CONDOMINIUM BUDGET - PHASE I thru XXIV ONLY (BUILDINGS 4,14,6,13,7,12,8,11,9,10,32,31,17,30,18,29,19,28,20,27,21,26,22,23)					
96 Units					
	2012 ACTUAL BUDGET	2012 QUARTERLY	2012 MONTHLY	2012 MONTHLY COST PER UNIT	
ADMINISTRATIVE EXPENSES					
MANAGEMENT FEE INCL ACCOUNTING	17,280.00	4,320.00	1,440.00	15.00	
ANNUAL CORPORATE REPORT	62.00	15.50	5.17	0.05	
ANNUAL DIVISION FEES	384.00	96.00	32.00	0.33	
LEGAL EXPENSES	2,638.08	659.52	219.84	2.29	
OFFICE EXPENSE	1,152.00	288.00	96.00	1.00	
TAX PREPARATION	250.00	62.50	20.83	0.22	
TOTAL ADMIN. EXPENSES	21,766.08	5,441.52	1,813.84	18.89	
OPERATING EXPENSES					
LAWN SERVICE	33,408.00	8,352.00	2,784.00	29.00	
FERTILIZER/PEST CONTROL (Incl in Lawn Serv)	0.00	0.00	0.00	0.00	
MULCH (Incl Labor & Material)	13,708.80	3,427.20	1,142.40	11.90	
PLANT REPLACEMENT	1,923.84	480.96	160.32	1.67	
IRRIGATION MAINTENANCE	725.76	181.44	60.48	0.63	
TREE TRIMMING	2,165.76	541.44	180.48	1.88	
BUILDING MAINTENANCE	2,396.16	599.04	199.68	2.08	
ANNUAL BUILDING INSPECTION	1,946.88	486.72	162.24	1.69	
EXTERIOR PEST CONTROL	1,797.12	449.28	149.76	1.56	
ANNUAL FIRE ALARM INSPECTIONS	1,797.12	449.28	149.76	1.56	
ANNUAL FIRE SPRINKLER INSPEC	6,865.92	1,716.48	572.16	5.96	
ALARM REPAIRS	2,880.00	720.00	240.00	2.50	
INSURANCE (PROPERTY & LIABILITY- Incl Flood)	59,996.16	14,999.04	4,999.68	52.08	
INSURANCE (D&O)	400.00	100.00	33.33	0.35	
INSURANCE (FIDELITY)	328.00	82.00	27.33	0.28	
CONTINGENCY	23,922.24	5,980.56	1,993.52	35.60	
TOTAL OPER. EXPENSES	154,261.76	32,584.88	10,861.63	148.74	
UTILITIES					
ELECTRICITY	1,198.08	299.52	99.84	1.04	
WATER/SEWER	34,560.00	8,640.00	2,880.00	30.00	
TOTAL UTILITIES	35,758.08	8,939.52	2,979.84	31.04	
OTHER EXPENSES					
SECURITY PROVISIONS	N/A	N/A	N/A	N/A	
RENT FOR REC. AND OTHER	N/A	N/A	N/A	N/A	
TAXES ON ASSOCIATION PROP.	N/A	N/A	N/A	N/A	
TAXES ON LEASED AREAS	N/A	N/A	N/A	N/A	
TOTAL OTHER EXPENSES	0.00	0.00	0.00	0.00	
TOTAL EXPENSES	211,785.92	52,946.48	17,648.83	183.84	
RESERVES	91,578.24	22,894.56	7,631.52	79.50	
TOTAL EXPENSES & RESERVES	303,364.16	75,841.04	25,280.35	263.34	

**COACH HOMES I AT TREVISO BAY CONDOMINIUM ASSOCIATION
RESERVES FOR CAPITAL EXPENDITURES AND
DEFERRED MAINTENANCE 2012**

[illegible]

COACH HOMES I AT TREVISO BAY CONDOMINIUM ASSOCIATION					
2012 ACTUAL BUDGET					
JANUARY 1 - DECEMBER 31, 2012					
PHASED CONDOMINIUM BUDGET - PHASE I thru XXV ONLY (BUILDINGS 4,14,6,13,7,12,8,11,9,10,32,31,17,30,18,29,19,28,20,27,21,26,22,23,24)					
100 Units					
	2012 ACTUAL BUDGET	2012 QUARTERLY	2012 MONTHLY	2012 MONTHLY COST PER UNIT	
ADMINISTRATIVE EXPENSES					
MANAGEMENT FEE INCL ACCOUNTING	18,000.00	4,500.00	1,500.00	15.00	
ANNUAL CORPORATE REPORT	62.00	15.50	5.17	0.05	
ANNUAL DIVISION FEES	400.00	100.00	33.33	0.33	
LEGAL EXPENSES	2,748.00	687.00	229.00	2.29	
OFFICE EXPENSE	1,200.00	300.00	100.00	1.00	
TAX PREPARATION	250.00	62.50	20.83	0.21	
TOTAL ADMIN. EXPENSES	22,660.00	5,665.00	1,888.33	18.88	
OPERATING EXPENSES					
LAWN SERVICE	34,800.00	8,700.00	2,900.00	29.00	
FERTILIZER/PEST CONTROL (Incl. in Lawn Serv)	0.00	0.00	0.00	0.00	
MULCH (Incl Labor & Material)	14,280.00	3,570.00	1,190.00	11.90	
PLANT REPLACEMENT	2,004.00	501.00	167.00	1.67	
IRRIGATION MAINTENANCE	756.00	189.00	63.00	0.63	
TREE TRIMMING	2,256.00	564.00	188.00	1.88	
BUILDING MAINTENANCE	2,496.00	624.00	208.00	2.08	
ANNUAL BUILDING INSPECTION	2,028.00	507.00	169.00	1.69	
EXTERIOR PEST CONTROL	1,872.00	468.00	156.00	1.56	
ANNUAL FIRE ALARM INSPECTIONS	1,872.00	468.00	156.00	1.56	
ANNUAL FIRE SPRINKLER INSPEC	7,152.00	1,788.00	596.00	5.96	
ALARM REPAIRS	3,000.00	750.00	250.00	2.50	
INSURANCE (PROPERTY & LIABILITY- Incl Flood)	62,496.00	15,624.00	5,208.00	52.08	
INSURANCE (D&O)	400.00	100.00	33.33	0.33	
INSURANCE (FIDELITY)	328.00	82.00	27.33	0.27	
CONTINGENCY	24,962.00	6,240.50	2,080.17	37.15	
TOTAL OPER. EXPENSES	160,702.00	33,935.00	11,311.67	150.26	
UTILITIES					
ELECTRICITY	1,248.00	312.00	104.00	1.04	
WATER/SEWER	36,000.00	9,000.00	3,000.00	30.00	
TOTAL UTILITIES	37,248.00	9,312.00	3,104.00	31.04	
OTHER EXPENSES					
SECURITY PROVISIONS	N/A	N/A	N/A	N/A	
RENT FOR REC. AND OTHER	N/A	N/A	N/A	N/A	
TAXES ON ASSOCIATION PROP.	N/A	N/A	N/A	N/A	
TAXES ON LEASED AREAS	N/A	N/A	N/A	N/A	
TOTAL OTHER EXPENSES	0.00	0.00	0.00	0.00	
TOTAL EXPENSES	220,610.00	55,152.50	18,384.17	183.84	
RESERVES	95,394.00	23,848.50	7,949.50	79.50	
TOTAL EXPENSES & RESERVES	316,004.00	79,001.00	26,333.67	263.34	

**COACH HOMES I AT TREVISO BAY CONDOMINIUM ASSOCIATION
RESERVES FOR CAPITAL EXPENDITURES AND
DEFERRED MAINTENANCE 2012**

DEFERRED MAINTENANCE 2012						
ASSET	ESTIMATED LIFE	ESTIMATED REMAINING LIFE (YRS)	REPLACEMENT COST	ESTIMATED BALANCE 12/31/11	REMAINING FUNDING REQUIREMENT	2012 ANNUAL FUNDING REQUIREMENT
ROOF REPLACEMENT	30	30	697,500.00	0.00	697,500.00	23,250.00
BUILDING PAINTING	4	4	250,000.00	0.00	250,000.00	62,500.00
PAVEMENT RESURFACING	25	25	241,100.00	0.00	241,100.00	9,644.00
			1,188,600.00	0.00	1,188,600.00	95,394.00
COST PER UNIT		SHARE	MONTHLY	QUARTERLY	ANNUALLY	
2012		1/100	263.34	790.01	3,160.04	

BUDGET NOTES:

1. The budget represents the estimated cost of operating the Condominium Association.	
These figures are estimates only.	

2. Utility services:

- | | | | | | |
|--|--|--|--|--|--|
| a. Telephones - unit owners individual expense | | | | | |
| b. Electric - each unit has it's own electric meter and will be individually billed. For common elements, there is a separate meter and electric bills for this area will be a common expense. | | | | | |
| c. Water & Sewer - Each building will be metered and will be a common expense | | | | | |
| d. Garbage/Trash Pickup - pickup is a homeowner expense and fee included on their tax bill | | | | | |
| e. Exterior Pest Control - This will be a common expense with interior pest control done on an as-needed basis. | | | | | |
| f. Other - Unit owners will be responsible for paying their own personal property taxes & real property taxes. | | | | | |

3. Reserves for capital expenditures and deferred maintenance are mandated by statute, unless funding is waived for a given year by a vote of the unit owners. When this budget was prepared, the construction had not yet begun. Therefore, the estimated remaining useful life of the Reserve components is the same as the remaining life. The current balance in all Reserve accounts is "zero".

DEVELOPER WILL VOTE TO WAIVE THE FUNDING OF RESERVES FOR THE FIRST TWO FISCAL YEARS AS PERMITTED BY SECTION 718.112(2)F(2), Florida Statutes..

The developer will instead provide for a single general reserve account, restricted to use for capital expenditures and deferred maintenance and funded in the same amount as would be required to fund statutory reserves. The General Reserve shall be funded for buildings or improvements for which surveyor's certificate of substantial completion has been recorded, as required by Section 718.104(4)(e), Florida Statutes.

4. STATUTORY ASSESSMENT GUARANTEE

[illegible][illegible]

c. If the turnover date has not occurred by December 31, 2013, the Developer further agrees that from January 1, 2014 until December 31, 2014 or the turnover date, quarterly assessments against each unit for common expenses for the Condominium Association will not exceed \$1,044.79	
--	--

During the Guarantee Period, the Developer and all units owned by the Developer will not be subject to assessments for the common expenses, instead the Developer will fund the difference, if any, between assessments at the guaranteed level and the common expenses incurred during the guarantee period. If at any time during the guarantee period funds collected from all unit owners other than the Developer are not sufficient to provide payment on a timely basis of all common expenses, the Developer shall provide an accounting and fund any outstanding deficits. This guarantee is also stated in Section 14.10.1 of the Declaration of Condominium.

5. The owner of each unit is required to be a member of Treviso Bay Golf Club, Inc. and has one vote in the Club's affairs. Assessments are payable directly to the Club in the amount of \$2,554.00 per year.

6. The owner of each unit will be required to be a voting member of the Treviso Bay Property Owners Master Association, Inc. Assessments are payable directly to the Association in the amount of \$1,446.00 annually together with an annual cable fee of \$505.32. Once food is available, there will be an annual \$500.00 minimum for food.

7. Unit owners will pay approximately \$1,380.00 per year per unit for the Wentworth Estates Community Development District Debt Service Assessment. It is anticipated that the District Maintenance Special Assessment for 2012 will be approximately \$210.25 per year per unit. The CDD assessments are contained on and are a part of the annual property tax bill for the Unit.

THE BUDGET CONTAINED IN THIS OFFERING CIRCULAR HAS BEEN PREPARED IN ACCORDANCE WITH THE CONDOMINIUM ACT AND IS A GOOD FAITH ESTIMATE ONLY AND REPRESENTS AN APPROXIMATION OF FUTURE EXPENSES BASED ON FACTS AND CIRCUMSTANCES EXISTING AT THE TIME OF ITS PREPARATION. ACTUAL COSTS OF SUCH ITEMS MAY EXCEED THE ESTIMATED COSTS. SUCH CHANGES IN COST DO NOT CONSTITUTE MATERIAL ADVERSE CHANGES IN THE OFFERING. ESTIMATED COSTS. SUCH CHANGES IN COST DO NOT CONSTITUTE MATERIAL ADVERSE CHANGES IN THE OFFERING.

COACH HOMES I AT TREVISO BAY CONDOMINIUM ASSOCIATION					
2012 ACTUAL BUDGET					
JANUARY 1 - DECEMBER 31, 2012					
PHASED CONDOMINIUM BUDGET - PHASE I thru XXVI ONLY (BUILDINGS 4,14,6,13,7,12,8,11,9,10,32,31,17,30,18,29,19,28,20,27,21,26,22,23,24,25)					
104 Units					
	2012 ACTUAL BUDGET	2012 QUARTERLY	2012 MONTHLY	2012 MONTHLY COST PER UNIT	
ADMINISTRATIVE EXPENSES					
MANAGEMENT FEE INCL ACCOUNTING	18,720.00	4,680.00	1,560.00	15.00	
ANNUAL CORPORATE REPORT	62.00	15.50	5.17	0.05	
ANNUAL DIVISION FEES	416.00	104.00	34.67	0.33	
LEGAL EXPENSES	2,857.92	714.48	238.16	2.29	
OFFICE EXPENSE	1,248.00	312.00	104.00	1.00	
TAX PREPARATION	250.00	62.50	20.83	0.20	
TOTAL ADMIN. EXPENSES	23,553.92	5,888.48	1,962.83	18.87	
OPERATING EXPENSES					
LAWN SERVICE	36,192.00	9,048.00	3,016.00	29.00	
FERTILIZER/PEST CONTROL (Incl. in Lawn Serv)	0.00	0.00	0.00	0.00	
MULCH (Incl Labor & Material)	14,851.20	3,712.80	1,237.60	11.90	
PLANT REPLACEMENT	2,084.16	521.04	173.68	1.67	
IRRIGATION MAINTENANCE	786.24	196.56	65.52	0.63	
TREE TRIMMING	2,346.24	586.56	195.52	1.88	
BUILDING MAINTENANCE	2,595.84	648.96	216.32	2.08	
ANNUAL BUILDING INSPECTION	2,109.12	527.28	175.76	1.69	
EXTERIOR PEST CONTROL	1,946.88	486.72	162.24	1.56	
ANNUAL FIRE ALARM INSPECTIONS	1,946.88	486.72	162.24	1.56	
ANNUAL FIRE SPRINKLER INSPEC	7,438.08	1,859.52	619.84	5.96	
ALARM REPAIRS	3,120.00	780.00	260.00	2.50	
INSURANCE (PROPERTY & LIABILITY- Incl Flood)	64,995.84	16,248.96	5,416.32	52.08	
INSURANCE (D&O)	400.00	100.00	33.33	0.32	
INSURANCE (FIDELITY)	328.00	82.00	27.33	0.26	
CONTINGENCY	26,002.08	6,500.52	2,166.84	38.69	
TOTAL OPER. EXPENSES	167,142.56	35,285.12	11,761.71	151.79	
UTILITIES					
ELECTRICITY	1,297.92	324.48	108.16	1.04	
WATER/SEWER	37,440.00	9,360.00	3,120.00	30.00	
TOTAL UTILITIES	38,737.92	9,684.48	3,228.16	31.04	
OTHER EXPENSES					
SECURITY PROVISIONS	N/A	N/A	N/A	N/A	
RENT FOR REC. AND OTHER	N/A	N/A	N/A	N/A	
TAXES ON ASSOCIATION PROP.	N/A	N/A	N/A	N/A	
TAXES ON LEASED AREAS	N/A	N/A	N/A	N/A	
TOTAL OTHER EXPENSES	0.00	0.00	0.00	0.00	
TOTAL EXPENSES	229,434.40	57,358.60	19,119.53	183.84	
RESERVES	99,209.76	24,802.44	8,267.48	79.50	
TOTAL EXPENSES & RESERVES	328,644.16	82,161.04	27,387.01	263.34	

ASSET	ESTIMATED LIFE	ESTIMATED REMAINING LIFE (YRS)	REPLACEMENT COST	ESTIMATED BALANCE 12/31/11	REMAINING FUNDING REQUIREMENT	2012 ANNUAL FUNDING REQUIREMENT
ROOF REPLACEMENT	30	30	725,400.00	0.00	725,400.00	24,180.00
BUILDING PAINTING	4	4	260,000.00	0.00	260,000.00	65,000.00
PAVEMENT RESURFACING	25	25	250,744.00	0.00	250,744.00	10,029.76
			1,236,144.00	0.00	1,236,144.00	99,209.76
COST PER UNIT		SHARE	MONTHLY	QUARTERLY	ANNUALLY	
2012		1/104	263.34	790.01	3,160.04	

1. The budget represents the estimated cost of operating the Condominium Association.					
These figures are estimates only.					

a.	Telephones - unit owners individual expense
b.	Electric - each unit has it's own electric meter and will be individually billed. For common elements, there is a separate meter and electric bills for this area will be a common expense.
c.	Water & Sewer - Each building will be metered and will be a common expense
d.	Garbage/Trash Pickup - pickup is a homeowner expense and fee included on their tax bill
e.	Exterior Pest Control - This will be a common expense with interior pest control done on an as-needed basis.
f.	Other - unit owners will be responsible for paying their own personal property taxes & real property taxes.

[illegible]

DEVELOPER WILL VOTE TO WAIVE THE FUNDING OF RESERVES FOR THE FIRST TWO FISCAL YEARS AS PERMITTED BY SECTION 718.112(2)(F)(2), Florida Statutes..

The developer will instead provide for a single general reserve account, restricted to use for capital expenditures and deferred maintenance and funded in the same amount as would be required to fund statutory reserves. The General Reserve shall be funded for buildings or improvements for which surveyor's certificate of substantial completion has been recorded, as required by Section 718.104(4)(e), Florida Statutes.

a.	The Developer guarantees that from the recording of the Declaration of Condominium until December 31, 2012, or the date of which control of the Condominium Association is turned over to the unit owners other than the Developer ("the turnover date"), whichever occurs first, quarterly assessments against each unit will not exceed \$790.01
----	--

[illegible]

c. If the turnover date has not occurred by December 31, 2013, the Developer further agrees that from January 1, 2014 until December 31, 2014 or the turnover date, quarterly assessments against each unit for common expenses for the Condominium Association will not exceed \$1,044.79		
--	--	--

During the Guarantee Period, the Developer and all units owned by the Developer will not be subject to assessments for the common expenses, instead the Developer will fund the difference, if any, between assessments at the guaranteed level and the common expenses incurred during the guarantee period. If at any time during the guarantee period funds collected from all unit owners other than the Developer are not sufficient to provide payment on a timely basis of all common expenses, the Developer shall provide an accounting and fund any outstanding deficits. This guarantee is also stated in Section 14.10.1 of the Declaration of Condominium.

5. The owner of each unit is required to be a member of Treviso Bay Golf Club, Inc. and has one vote in the Club's affairs.			
Assessments are payable directly to the Club in the amount of \$2,554.00 per year.			

6. The owner of each unit will be required to be a voting member of the Treviso Bay Property Owners Master Association, Inc. Assessments are payable directly to the Association in the amount of \$1,446.00 annually together with an annual cable fee of \$505.32. Once food is available, there will be an annual \$500.00 minimum for food.

[illegible]

THE BUDGET CONTAINED IN THIS OFFERING CIRCULAR HAS BEEN PREPARED IN ACCORDANCE WITH THE CONDOMINIUM ACT AND IS A GOOD FAITH ESTIMATE ONLY AND REPRESENTS AN APPROXIMATION OF FUTURE EXPENSES BASED ON FACTS AND CIRCUMSTANCES EXISTING AT THE TIME OF ITS PREPARATION. ACTUAL COSTS OF SUCH ITEMS MAY EXCEED THE ESTIMATED COSTS. SUCH CHANGES IN COST DO NOT CONSTITUTE MATERIAL ADVERSE CHANGES IN THE OFFERING.	
ESTIMATED COSTS. SUCH CHANGES IN COST DO NOT CONSTITUTE MATERIAL ADVERSE CHANGES IN THE OFFERING.	

COACH HOMES I AT TREVISO BAY CONDOMINIUM ASSOCIATION					
2012 ACTUAL BUDGET					
JANUARY 1 - DECEMBER 31, 2012					
PHASED CONDOMINIUM BUDGET - PHASE I thru XXVII ONLY (BUILDINGS 4,14,6,13,7,12,8,11,9,10,32,31,17,30,18,29,19,28,20,27,21,26,22,23,24,25,16)					
108 Units					
	2012 ACTUAL BUDGET	2012 QUARTERLY	2012 MONTHLY	2012 MONTHLY COST PER UNIT	
ADMINISTRATIVE EXPENSES					
MANAGEMENT FEE INCL ACCOUNTING	19,440.00	4,860.00	1,620.00	15.00	
ANNUAL CORPORATE REPORT	62.00	15.50	5.17	0.05	
ANNUAL DIVISION FEES	432.00	108.00	36.00	0.33	
LEGAL EXPENSES	2,967.84	741.96	247.32	2.29	
OFFICE EXPENSE	1,296.00	324.00	108.00	1.00	
TAX PREPARATION	250.00	62.50	20.83	0.19	
TOTAL ADMIN. EXPENSES	24,447.84	6,111.96	2,037.32	18.86	
OPERATING EXPENSES					
LAWN SERVICE	37,584.00	9,396.00	3,132.00	29.00	
FERTILIZER/PEST CONTROL (Incl. in Lawn Serv)	0.00	0.00	0.00	0.00	
MULCH (Incl Labor & Material)	15,422.40	3,855.60	1,285.20	11.90	
PLANT REPLACEMENT	2,164.32	541.08	180.36	1.67	
IRRIGATION MAINTENANCE	816.48	204.12	68.04	0.63	
TREE TRIMMING	2,436.48	609.12	203.04	1.88	
BUILDING MAINTENANCE	2,695.68	673.92	224.64	2.08	
ANNUAL BUILDING INSPECTION	2,190.24	547.56	182.52	1.69	
EXTERIOR PEST CONTROL	2,021.76	505.44	168.48	1.56	
ANNUAL FIRE ALARM INSPECTIONS	2,021.76	505.44	168.48	1.56	
ANNUAL FIRE SPRINKLER INSPEC	7,724.16	1,931.04	643.68	5.96	
ALARM REPAIRS	3,240.00	810.00	270.00	2.50	
INSURANCE (PROPERTY & LIABILITY- Incl Flood)	67,495.68	16,873.92	5,624.64	52.08	
INSURANCE (D&O)	400.00	100.00	33.33	0.31	
INSURANCE (FIDELITY)	328.00	82.00	27.33	0.25	
CONTINGENCY	27,042.12	6,760.53	2,253.51	40.24	
TOTAL OPER. EXPENSES	173,583.08	36,635.24	12,211.75	153.31	
UTILITIES					
ELECTRICITY	1,347.84	336.96	112.32	1.04	
WATER/SEWER	38,880.00	9,720.00	3,240.00	30.00	
TOTAL UTILITIES	40,227.84	10,056.96	3,352.32	31.04	
OTHER EXPENSES					
SECURITY PROVISIONS	N/A	N/A	N/A	N/A	
RENT FOR REC. AND OTHER	N/A	N/A	N/A	N/A	
TAXES ON ASSOCIATION PROP.	N/A	N/A	N/A	N/A	
TAXES ON LEASED AREAS	N/A	N/A	N/A	N/A	
TOTAL OTHER EXPENSES	0.00	0.00	0.00	0.00	
TOTAL EXPENSES	238,258.76	59,564.69	19,854.90	183.84	
RESERVES	103,025.52	25,756.38	8,585.46	79.50	
TOTAL EXPENSES & RESERVES	341,284.28	85,321.07	28,440.36	263.34	

COACH HOMES I AT TREVISO BAY CONDOMINIUM ASSOCIATION RESERVES FOR CAPITAL EXPENDITURES AND DEFERRED MAINTENANCE 2012						
ASSET	ESTIMATED LIFE	ESTIMATED REMAINING LIFE (YRS)	REPLACEMENT COST	ESTIMATED BALANCE 12/31/11	REMAINING FUNDING REQUIREMENT	2012 ANNUAL FUNDING REQUIREMENT
ROOF REPLACEMENT	30	30	753,300.00	0.00	753,300.00	25,110.00
BUILDING PAINTING	4	4	270,000.00	0.00	270,000.00	67,500.00
PAVEMENT RESURFACING	25	25	260,388.00	0.00	260,388.00	10,415.52
			1,283,688.00	0.00	1,283,688.00	103,025.52
COST PER UNIT		SHARE	MONTHLY	QUARTERLY	ANNUALLY	
2012		1/108	263.34	790.01	3,160.04	
BUDGET NOTES:						
1. The budget represents the estimated cost of operating the Condominium Association. These figures are estimates only.						
2. Utility services:						
a. Telephones - unit owners individual expense						
b. Electric - each unit has it's own electric meter and will be individually billed. For common elements, there is a separate meter and electric bills for this area will be a common expense.						
c. Water & Sewer - Each building will be metered and will be a common expense						
d. Garbage/Trash Pickup - pickup is a homeowner expense and fee included on their tax bill						
e. Exterior Pest Control - This will be a common expense with interior pest control done on an as-needed basis.						
f. Other - unit owners will be responsible for paying their own personal property taxes & real property taxes.						
3. Reserves for capital expenditures and deferred maintenance are mandated by statute, unless funding is waived for a given year by a vote of the unit owners. When this budget was prepared, the construction had not yet begun. Therefore, the estimated remaining useful life of the Reserve components is the same as the remaining life. The current balance in all Reserve accounts is "zero".						
DEVELOPER WILL VOTE TO WAIVE THE FUNDING OF RESERVES FOR THE FIRST TWO FISCAL YEARS AS PERMITTED BY SECTION 718.112(2)(F)(2), Florida Statutes..						
The developer will instead provide for a single general reserve account, restricted to use for capital expenditures and deferred maintenance and funded in the same amount as would be required to fund statutory reserves. The General Reserve shall be funded for buildings or improvements for which surveyor's certificate of substantial completion has been recorded, as required by Section 718.104(4)(e), Florida Statutes.						
4. STATUTORY ASSESSMENT GUARANTEE						
a. The Developer guarantees that from the recording of the Declaration of Condominium until December 31, 2012, or the date of which control of the Condominium Association is turned over to the unit owners other than the Developer ("the turnover date"), whichever occurs first, quarterly assessments against each unit will not exceed \$790.01						
b. If the turnover date has not occurred by December 31, 2012, the Developer further guarantees that from January 1, 2013 until whichever first to occur, December 31, 2013 or the turnover date, quarterly assessments against each unit for common expenses for the Condominium Association will not exceed \$908.51						
c. If the turnover date has not occurred by December 31, 2013, the Developer further agrees that from January 1, 2014 until December 31, 2014 or the turnover date, quarterly assessments against each unit for common expenses for the Condominium Association will not exceed \$1,044.79						
During the Guarantee Period, the Developer and all units owned by the Developer will not be subject to assessments for the common expenses, instead the Developer will fund the difference, if any, between assessments at the guaranteed level and the common expenses incurred during the guarantee period. If at any time during the guarantee period funds collected from all unit owners other than the Developer are not sufficient to provide payment on a timely basis of all common expenses, the Developer shall provide an accounting and fund any outstanding deficits. This guarantee is also stated in Section 14.10.1 of the Declaration of Condominium.						
5. The owner of each unit is required to be a member of Treviso Bay Golf Club, Inc. and has one vote in the Club's affairs. Assessments are payable directly to the Club in the amount of \$2,554.00 per year.						
6. The owner of each unit will be required to be a voting member of the Treviso Bay Property Owners Master Association, Inc. Assessments are payable directly to the Association in the amount of \$1,446.00 annually together with an annual cable fee of \$505.32. Once food is available, there will be an annual \$500.00 minimum for food.						
7. Unit owners will pay approximately \$1,380.00 per year per unit for the Wentworth Estates Community Development District Debt Service Assessment. It is anticipated that the District Maintenance Special Assessment for 2012 will be approximately \$210.25 per year per unit. The CDD assessments are contained on and are a part of the annual property tax bill for the Unit.						
THE BUDGET CONTAINED IN THIS OFFERING CIRCULAR HAS BEEN PREPARED IN ACCORDANCE WITH THE CONDOMINIUM ACT AND IS A GOOD FAITH ESTIMATE ONLY AND REPRESENTS AN APPROXIMATION OF FUTURE EXPENSES BASED ON FACTS AND CIRCUMSTANCES EXISTING AT THE TIME OF IT'S PREPARATION. ACTUAL COSTS OF SUCH ITEMS MAY EXCEED THE ESTIMATED COSTS. SUCH CHANGES IN COST DO NOT CONSTITUTE MATERIAL ADVERSE CHANGES IN THE OFFERING. ESTIMATED COSTS. SUCH CHANGES IN COST DO NOT CONSTITUTE MATERIAL ADVERSE CHANGES IN THE OFFERING.						

COACH HOMES I AT TREVISO BAY CONDOMINIUM ASSOCIATION					
2012 ACTUAL BUDGET					
JANUARY 1 - DECEMBER 31, 2012					
PHASED CONDOMINIUM BUDGET - PHASE I thru XXVIII ONLY (BUILDINGS 4,14,6,13,7,12,8,11,9,10,32,31,17,30,18,29,19,28,20,27,21,26,22,23,24,25,16,15)					
112 Units					
	2012 ACTUAL BUDGET	2012 QUARTERLY	2012 MONTHLY	2012 MONTHLY COST PER UNIT	
ADMINISTRATIVE EXPENSES					
MANAGEMENT FEE INCL ACCOUNTING	20,160.00	5,040.00	1,680.00	15.00	
ANNUAL CORPORATE REPORT	62.00	15.50	5.17	0.05	
ANNUAL DIVISION FEES	448.00	112.00	37.33	0.33	
LEGAL EXPENSES	3,077.76	769.44	256.48	2.29	
OFFICE EXPENSE	1,344.00	336.00	112.00	1.00	
TAX PREPARATION	250.00	62.50	20.83	0.19	
TOTAL ADMIN. EXPENSES	25,341.76	6,335.44	2,111.81	18.85	
OPERATING EXPENSES					
LAWN SERVICE	38,976.00	9,744.00	3,248.00	29.00	
FERTILIZER/PEST CONTROL (Incl in Lawn Serv)	0.00	0.00	0.00	0.00	
MULCH (Incl Labor & Material)	15,993.60	3,998.40	1,332.80	11.90	
PLANT REPLACEMENT	2,244.48	561.12	187.04	1.67	
IRRIGATION MAINTENANCE	846.72	211.68	70.56	0.63	
TREE TRIMMING	2,526.72	631.68	210.56	1.88	
BUILDING MAINTENANCE	2,795.52	698.88	232.96	2.08	
ANNUAL BUILDING INSPECTION	2,271.36	567.84	189.28	1.69	
EXTERIOR PEST CONTROL	2,096.64	524.16	174.72	1.56	
ANNUAL FIRE ALARM INSPECTIONS	2,096.64	524.16	174.72	1.56	
ANNUAL FIRE SPRINKLER INSPEC	8,010.24	2,002.56	667.52	5.96	
ALARM REPAIRS	3,360.00	840.00	280.00	2.50	
INSURANCE (PROPERTY & LIABILITY- Incl Flood)	69,995.52	17,498.88	5,832.96	52.08	
INSURANCE (D&O)	400.00	100.00	33.33	0.30	
INSURANCE (FIDELITY)	328.00	82.00	27.33	0.24	
CONTINGENCY	28,081.76	7,020.44	2,340.15	41.79	
TOTAL OPER. EXPENSES	180,023.20	37,985.36	12,661.79	154.84	
UTILITIES					
ELECTRICITY	1,397.76	349.44	116.48	1.04	
WATER/SEWER	40,320.00	10,080.00	3,360.00	30.00	
TOTAL UTILITIES	41,717.76	10,429.44	3,476.48	31.04	
OTHER EXPENSES					
SECURITY PROVISIONS	N/A	N/A	N/A	N/A	
RENT FOR REC. AND OTHER	N/A	N/A	N/A	N/A	
TAXES ON ASSOCIATION PROP.	N/A	N/A	N/A	N/A	
TAXES ON LEASED AREAS	N/A	N/A	N/A	N/A	
TOTAL OTHER EXPENSES	0.00	0.00	0.00	0.00	
TOTAL EXPENSES	247,082.72	61,770.68	20,590.23	183.84	
RESERVES	106,841.28	26,710.32	8,903.44	79.50	
TOTAL EXPENSES & RESERVES	353,924.00	88,481.00	29,493.67	263.34	

COACH HOMES I AT TREVISO BAY CONDOMINIUM ASSOCIATION RESERVES FOR CAPITAL EXPENDITURES AND DEFERRED MAINTENANCE 2012						
ASSET	ESTIMATED LIFE	ESTIMATED REMAINING LIFE (YRS)	REPLACEMENT COST	ESTIMATED BALANCE 12/31/11	REMAINING FUNDING REQUIREMENT	2012 ANNUAL FUNDING REQUIREMENT
ROOF REPLACEMENT	30	30	781,200.00	0.00	781,200.00	26,040.00
BUILDING PAINTING	4	4	280,000.00	0.00	280,000.00	70,000.00
PAVEMENT RESURFACING	25	25	270,032.00	0.00	270,032.00	10,801.28
			1,331,232.00	0.00	1,331,232.00	106,841.28
COST PER UNIT		SHARE	MONTHLY	QUARTERLY	ANNUALLY	
2012		1/112	263.34	790.01	3,160.04	
BUDGET NOTES:						
1. The budget represents the estimated cost of operating the Condominium Association. These figures are estimates only.						
2. Utility services: a. Telephones - unit owners individual expense b. Electric - each unit has its own electric meter and will be individually billed. For common elements, there is a separate meter and electric bills for this area will be a common expense. c. Water & Sewer - Each building will be metered and will be a common expense d. Garbage/Trash Pickup - pickup is a homeowner expense and fee included on their tax bill e. Exterior Pest Control - This will be a common expense with interior pest control done on an as-needed basis. f. Other - unit owners will be responsible for paying their own personal property taxes & real property taxes.						
3. Reserves for capital expenditures and deferred maintenance are mandated by statute, unless funding is waived for a given year by a vote of the unit owners. When this budget was prepared, the construction had not yet begun. Therefore, the estimated remaining useful life of the Reserve components is the same as the remaining life. The current balance in all Reserve accounts is "zero".						
DEVELOPER WILL VOTE TO WAIVE THE FUNDING OF RESERVES FOR THE FIRST TWO FISCAL YEARS AS PERMITTED BY SECTION 718.112(2)(F)(2), Florida Statutes.. The developer will instead provide for a single general reserve account, restricted to use for capital expenditures and deferred maintenance and funded in the same amount as would be required to fund statutory reserves. The General Reserve shall be funded for buildings or improvements for which surveyor's certificate of substantial completion has been recorded, as required by Section 718.104(4)(e), Florida Statutes.						
4. STATUTORY ASSESSMENT GUARANTEE a. The Developer guarantees that from the recording of the Declaration of Condominium until December 31, 2012, or the date of which control of the Condominium Association is turned over to the unit owners other than the Developer ("the turnover date"), whichever occurs first, quarterly assessments against each unit will not exceed \$790.01 b. If the turnover date has not occurred by December 31, 2012, the Developer further guarantees that from January 1, 2013 until whichever first to occur, December 31, 2013 or the turnover date, quarterly assessments against each unit for common expenses for the Condominium Association will not exceed \$908.51 c. If the turnover date has not occurred by December 31, 2013, the Developer further agrees that from January 1, 2014 until December 31, 2014 or the turnover date, quarterly assessments against each unit for common expenses for the Condominium Association will not exceed \$1,044.79 During the Guarantee Period, the Developer and all units owned by the Developer will not be subject to assessments for the common expenses, Instead the Developer will fund the difference, if any, between assessments at the guaranteed level and the common expenses incurred during the guarantee period. If at any time during the guarantee period funds collected from all unit owners other than the Developer are not sufficient to provide payment on a timely basis of all common expenses, the Developer shall provide an accounting and fund any outstanding deficits. This guarantee is also stated in Section 14.10.1 of the Declaration of Condominium. 5. The owner of each unit is required to be a member of Treviso Bay Golf Club, Inc. and has one vote in the Club's affairs. Assessments are payable directly to the Club in the amount of \$2,554.00 per year. 6. The owner of each unit will be required to be a voting member of the Treviso Bay Property Owners Master Association, Inc. Assessments are payable directly to the Association in the amount of \$1,446.00 annually together with an annual cable fee of \$505.32. Once food is available, there will be an annual \$500.00 minimum for food. 7. Unit owners will pay approximately \$1,380.00 per year per unit for the Wentworth Estates Community Development District Debt Service Assessment. It is anticipated that the District Maintenance Special Assessment for 2012 will be approximately \$210.25 per year per unit. The CDD assessments are contained on and are a part of the annual property tax bill for the Unit.						
THE BUDGET CONTAINED IN THIS OFFERING CIRCULAR HAS BEEN PREPARED IN ACCORDANCE WITH THE CONDOMINIUM ACT AND IS A GOOD FAITH ESTIMATE ONLY AND REPRESENTS AN APPROXIMATION OF FUTURE EXPENSES BASED ON FACTS AND CIRCUMSTANCES EXISTING AT THE TIME OF ITS PREPARATION. ACTUAL COSTS OF SUCH ITEMS MAY EXCEED THE ESTIMATED COSTS. SUCH CHANGES IN COST DO NOT CONSTITUTE MATERIAL ADVERSE CHANGES IN THE OFFERING. ESTIMATED COSTS. SUCH CHANGES IN COST DO NOT CONSTITUTE MATERIAL ADVERSE CHANGES IN THE OFFERING.						

COACH HOMES I AT TREVISO BAY CONDOMINIUM ASSOCIATION					
2012 ACTUAL BUDGET					
JANUARY 1 - DECEMBER 31, 2012					
PHASED CONDOMINIUM BUDGET - PHASE I thru XXIX (BUILDINGS 4,14,6,13,7,12,8,11,9,10,32,31,17,30,18,29,19,28,20,27,21,26,22,23,24,25,16,15,5)					
116 Units					
	2012 ACTUAL BUDGET	2012 QUARTERLY	2012 MONTHLY	2012 MONTHLY COST PER UNIT	
ADMINISTRATIVE EXPENSES					
MANAGEMENT FEE INCL ACCOUNTING	20,880.00	5,220.00	1,740.00	15.00	
ANNUAL CORPORATE REPORT	62.00	15.50	5.17	0.04	
ANNUAL DIVISION FEES	464.00	116.00	38.67	0.33	
LEGAL EXPENSES	3,187.68	796.92	265.64	2.29	
OFFICE EXPENSE	1,392.00	348.00	116.00	1.00	
TAX PREPARATION	250.00	62.50	20.83	0.18	
TOTAL ADMIN. EXPENSES	26,235.68	6,558.92	2,186.31	18.84	
OPERATING EXPENSES					
LAWN SERVICE	40,368.00	10,092.00	3,364.00	29.00	
FERTILIZER/PEST CONTROL (Incl In Lawn Serv)	0.00	0.00	0.00	0.00	
MULCH (Incl Labor & Material)	16,564.80	4,141.20	1,380.40	11.90	
PLANT REPLACEMENT	2,324.64	581.16	193.72	1.67	
IRRIGATION MAINTENANCE	876.96	219.24	73.08	0.63	
TREE TRIMMING	2,616.96	654.24	218.08	1.88	
BUILDING MAINTENANCE	2,895.36	723.84	241.28	2.08	
ANNUAL BUILDING INSPECTION	2,352.48	588.12	196.04	1.69	
EXTERIOR PEST CONTROL	2,171.52	542.88	180.96	1.56	
ANNUAL FIRE ALARM INSPECTIONS	2,171.52	542.88	180.96	1.56	
ANNUAL FIRE SPRINKLER INSPEC	8,296.32	2,074.08	691.36	5.96	
ALARM REPAIRS	3,480.00	870.00	290.00	2.50	
INSURANCE (PROPERTY & LIABILITY- Incl Flood)	72,495.36	18,123.84	6,041.28	52.08	
INSURANCE (D&O)	400.00	100.00	33.33	0.29	
INSURANCE (FIDELITY)	328.00	82.00	27.33	0.24	
CONTINGENCY	29,121.80	7,280.45	2,426.82	43.34	
TOTAL OPER. EXPENSES	186,463.72	39,335.48	13,111.83	156.37	
UTILITIES					
ELECTRICITY	1,447.68	361.92	120.64	1.04	
WATER/SEWER	41,760.00	10,440.00	3,480.00	30.00	
TOTAL UTILITIES	43,207.68	10,801.92	3,600.64	31.04	
OTHER EXPENSES					
SECURITY PROVISIONS	N/A	N/A	N/A	N/A	
RENT FOR REC. AND OTHER	N/A	N/A	N/A	N/A	
TAXES ON ASSOCIATION PROP.	N/A	N/A	N/A	N/A	
TAXES ON LEASED AREAS	N/A	N/A	N/A	N/A	
TOTAL OTHER EXPENSES	0.00	0.00	0.00	0.00	
TOTAL EXPENSES	255,907.08	63,976.77	21,325.59	183.84	
RESERVES	110,657.04	27,664.26	9,221.42	79.50	
TOTAL EXPENSES & RESERVES	366,564.12	91,641.03	30,547.01	263.34	

COACH HOMES I AT TREVISO BAY CONDOMINIUM ASSOCIATION	
RESERVES FOR CAPITAL EXPENDITURES AND	
DEFERRED MAINTENANCE 2012	

ASSET	ESTIMATED LIFE	ESTIMATED REMAINING LIFE (YRS)	REPLACEMENT COST	ESTIMATED BALANCE 12/31/11	REMAINING FUNDING REQUIREMENT	2012 ANNUAL FUNDING REQUIREMENT
ROOF REPLACEMENT	30	30	809,100.00	0.00	809,100.00	26,970.00
BUILDING PAINTING	4	4	290,000.00	0.00	290,000.00	72,500.00
PAVEMENT RESURFACING	25	25	279,676.00	0.00	279,676.00	11,187.04
			1,378,776.00	0.00	1,378,776.00	110,657.04

COST PER UNIT		SHARE	MONTHLY	QUARTERLY	ANNUALLY
2012		1/116	263.34	790.01	3,160.04

BUDGET NOTES:									
----------------------	--	--	--	--	--	--	--	--	--

1. The budget represents the estimated cost of operating the Condominium Association.					
These figures are estimates only.					

2. Utility services:						
-----------------------------	--	--	--	--	--	--

- [illegible]

3. Reserves for capital expenditures and deferred maintenance are mandated by statute, unless funding is waived for a given year by a vote of the unit owners. When this budget was prepared, the construction had not yet begun. Therefore, the estimated remaining useful life of the Reserve components is the same as the remaining life. The current balance in all Reserve accounts is "zero".

DEVELOPER WILL VOTE TO WAIVE THE FUNDING OF RESERVES FOR THE FIRST TWO FISCAL YEARS AS PERMITTED BY SECTION 718.112(2)F(2), Florida Statutes..		
--	--	--

The developer will instead provide for a single general reserve account, restricted to use for capital expenditures and deferred maintenance and funded in the same amount as would be required to fund statutory reserves. The General Reserve shall be funded for buildings or improvements for which surveyor's certificate of substantial completion has been recorded, as required by Section 718.104(4)(e), Florida Statutes.

4. STATUTORY ASSESSMENT GUARANTEE						
-----------------------------------	--	--	--	--	--	--

[illegible]

b. If the turnover date has not occurred by December 31, 2012, the Developer further guarantees that from January 1, 2013 until whichever first to occur, December 31, 2013 or the turnover date, quarterly assessments against each unit for common expenses for the Condominium Association will not exceed \$908.51	
--	--

c. If the turnover date has not occurred by December 31, 2013, the Developer further agrees that from January 1, 2014 until December 31, 2014 or the turnover date, quarterly assessments against each unit for common expenses for the Condominium Association will not exceed \$1,044.79
--

During the Guarantee Period, the Developer and all units owned by the Developer will not be subject to assessments for the common expenses. Instead the Developer will fund the difference, if any, between assessments at the guaranteed level and the common expenses incurred during the guarantee period. If at any time during the guarantee period funds collected from all unit owners other than the Developer are not sufficient to provide payment on a timely basis of all common expenses, the Developer shall provide an accounting and fund any outstanding deficits. This guarantee is also stated in Section 14.10.1 of the Declaration of Condominium.

5. The owner of each unit is required to be a member of Trevi Bay Golf Club, Inc. and has one vote in the Club's affairs.			
Assessments are payable directly to the Club in the amount of \$2,554.00 per year.			

6. The owner of each unit will be required to be a voting member of the Treviso Bay Property Owners Master Association, Inc. Assessments are payable directly to the Association in the amount of \$1,446.00 annually together with an annual cable fee of \$505.32. Once food is available, there will be an annual \$500.00 minimum for food.

7. Unit owners will pay approximately \$1,380.00 per year per unit for the Wentworth Estates Community Development District Debt Service Assessment. It is anticipated that the District Maintenance Special Assessment for 2012 will be approximately \$210.25 per year per unit. The CDD assessments are contained on and are a part of the annual property tax bill for the Unit.

THE BUDGET CONTAINED IN THIS OFFERING CIRCULAR HAS BEEN PREPARED IN ACCORDANCE WITH THE CONDOMINIUM ACT AND IS A GOOD FAITH ESTIMATE ONLY AND REPRESENTS AN APPROXIMATION OF FUTURE EXPENSES BASED ON FACTS AND CIRCUMSTANCES EXISTING AT THE TIME OF ITS PREPARATION. ACTUAL COSTS OF SUCH ITEMS MAY EXCEED THE ESTIMATED COSTS. SUCH CHANGES IN COST DO NOT CONSTITUTE MATERIAL ADVERSE CHANGES IN THE OFFERING.			
ESTIMATED COSTS. SUCH CHANGES IN COST DO NOT CONSTITUTE MATERIAL ADVERSE CHANGES IN THE OFFERING.			

[illegible]

**TPC - TREVISO BAY
ADMINISTRATIVE/HOA BUDGET
2012 DRAFT BUDGET**

1

EXPENSES	JAN12 MONTH	FEB12 MONTH	MAR12 MONTH	APR12 MONTH	MAY12 MONTH	JUN12 MONTH	JUL12 MONTH	AUG12 MONTH	SEP12 MONTH	OCT12 MONTH	NOV MONTH	DEC MONTH	Total
ADMINISTRATIVE EXPENSES:													
ACCOUNTING & LEGAL	225.00	225.00	225.00	225.00	5,000.00	225.00	225.00	225.00	225.00	225.00	225.00	250.00	7,500.00
BANK CHARGES	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	75.00	900.00
COMPUTER SUPPORT	505.00	505.00	505.00	505.00	505.00	505.00	505.00	505.00	505.00	505.00	505.00	505.00	6,060.00
HOA LEASE	8,000.00	8,000.00	8,000.00	8,000.00	8,000.00	8,000.00	8,000.00	8,000.00	8,000.00	8,000.00	8,000.00	8,000.00	96,000.00
INSURANCE	4,000.00	4,000.00	4,000.00	4,000.00	4,000.00	4,000.00	4,000.00	4,000.00	4,000.00	4,000.00	4,000.00	4,000.00	48,000.00
TOTAL ADMINISTRATIVE EXPENSES	12,805.00	12,805.00	12,805.00	12,805.00	17,580.00	12,805.00	12,805.00	12,805.00	12,805.00	12,805.00	12,805.00	12,830.00	158,460.00
TOTAL EXPENSES	12,805.00	12,805.00	12,805.00	12,805.00	17,580.00	12,805.00	12,805.00	12,805.00	12,805.00	12,805.00	12,805.00	12,830.00	158,460.00
NET PROFIT/(LOSS)	(12,805.00)	(12,805.00)	(12,805.00)	(12,805.00)	(17,580.00)	(12,805.00)	(12,805.00)	(12,805.00)	(12,805.00)	(12,805.00)	(12,805.00)	(12,830.00)	(158,460.00)

TPC - TREVISO BAY
CONCESSIONS BUDGET
2012 DRAFT BUDGET

INCOME	JAN12 MONTH	FEB12 MONTH	MAR12 MONTH	APR12 MONTH	MAY12 MONTH	JUN12 MONTH	JUL12 MONTH	AUG12 MONTH	SEP12 MONTH	OCT12 MONTH	NOV MONTH	DEC MONTH	Total
CONCESSION INCOME:													
CONCESSION FOOD/BEV SALES	5,750.00	9,200.00	9,700.00	6,400.00	4,850.00	4,000.00	4,000.00	4,000.00	2,400.00	6,000.00	9,250.00	9,100.00	74,450.00
TOTAL CONCESSION INCOME	5,750.00	9,200.00	9,700.00	6,400.00	4,850.00	4,000.00	4,000.00	4,000.00	2,400.00	6,000.00	9,250.00	9,100.00	74,450.00
CONCESSION COST OF SALES:													
COS CONCESSIONS	2,010.00	3,220.00	3,400.00	2,240.00	1,630.00	1,400.00	1,400.00	1,400.00	840.00	2,100.00	3,240.00	3,190.00	26,070.00
TOTAL COST OF SALES CONCESSIONS	2,010.00	3,220.00	3,400.00	2,240.00	1,630.00	1,400.00	1,400.00	1,400.00	840.00	2,100.00	3,240.00	3,190.00	26,070.00
GROSS PROFIT CONCESSIONS	3,740.00	5,980.00	6,300.00	4,160.00	3,020.00	2,600.00	2,600.00	2,600.00	1,560.00	3,900.00	6,010.00	5,910.00	48,380.00
CONCESSION EXPENSES:													
BANK CHARGES	140.00	220.00	230.00	150.00	110.00	100.00	100.00	100.00	60.00	140.00	220.00	220.00	1,790.00
CART LEASE	190.00	190.00	190.00	190.00	190.00	190.00	190.00	190.00	190.00	190.00	190.00	190.00	2,280.00
CASH OVER/SHORT	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
EQUIPMENT REPAIR & MAINTENANCE	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	1,200.00
LICENSE/PERMITS	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	50.00	600.00
PAYROLL	3,100.00	3,100.00	3,100.00	2,800.00	2,200.00	2,100.00	2,100.00	2,100.00	3,100.00	3,100.00	3,100.00	2,100.00	32,000.00
PAYROLL TAXES & FEES	465.00	465.00	465.00	420.00	330.00	315.00	315.00	315.00	465.00	465.00	465.00	315.00	4,800.00
PAY RELATED GROUP INSURANCE	150.00	150.00	150.00	150.00	150.00	150.00	150.00	150.00	150.00	150.00	150.00	150.00	1,800.00
SUPPLIES	250.00	250.00	250.00	250.00	250.00	250.00	250.00	250.00	250.00	250.00	250.00	250.00	3,000.00
UNIFORMS	300.00	0.00	0.00	0.00	300.00	0.00	0.00	0.00	0.00	300.00	0.00	0.00	900.00
TOTAL CONCESSION EXPENSES	4,745.00	4,525.00	4,535.00	4,110.00	3,680.00	3,255.00	3,255.00	3,255.00	4,365.00	4,745.00	4,525.00	3,375.00	48,370.00
NET PROFIT/(LOSS) CONCESSION	(1,005.00)	1,455.00	1,765.00	50.00	(680.00)	(655.00)	(655.00)	(655.00)	(2,805.00)	(845.00)	1,485.00	2,535.00	10.00
NET PROFIT/REST/CONC	(1,005.00)	1,455.00	1,765.00	50.00	(680.00)	(655.00)	(655.00)	(655.00)	(2,805.00)	(845.00)	1,485.00	2,535.00	10.00

[illegible]

—

[illegible]

SECTION 8 - RECEIPT FOR CONDOMINIUM DOCUMENTS

RECEIPT FOR CONDOMINIUM DOCUMENTS

The undersigned acknowledges that the documents checked below have been received or, as to plans and specifications, made available for inspection.

Name of Condominium COACH HOMES I AT TREVISO BAY, A PHASE CONDOMINIUM

Address of Condominium _____, NAPLES FLORIDA 34113

Place a check in the column by each document received or, for the plans and specifications, made available for inspection. If a document uses a different name, substitute the correct name or place in parenthesis. If an item does not apply, place “N/A” in the column.

DOCUMENT	RECEIVED BY HARD COPY	RECEIVED BY ALTERNATIVE MEDIA
Prospectus Text	X	
Declaration of Condominium	X	
Articles of Incorporation	X	
Bylaws	X	
Estimated Operating Budget	X	
Form of Agreement for Sale or Lease	X	
Rules & Regulations	X	
Covenants and Restrictions	N/A	
Ground Lease	N/A	
Management and Maintenance Contracts for More Than One Year	N/A	
Renewable Management Contracts	N/A	
Lease of Recreational and Other Facilities to be Used Exclusively by Unit Owners of Subject Condominium(s)	N/A	
Lease of Recreational and Other Facilities to be Used by Unit Owners with Other Condominiums	N/A	
Declaration of Servitude	N/A	
Sales Brochures	N/A	
Phase Development Description	X	
Form of Unit Lease if a Leasehold	N/A	
Description of Management for Single Management of Multiple Condominiums	N/A	
Conversion Inspection Report	N/A	
Conversion Termite Inspection Report	N/A	
Plot Plan	X	
Floor Plan	X	
Survey of Land and Graphic Description of Improvements	X	
Frequently Asked Questions & Answers Sheet	X	
Financial information	N/A	
State or Local Acceptance/Approval of Dock or Marina Facilities	N/A	
Evidence of Developer’s Ownership, Leasehold or Contractual Interest in the Land Upon Which the Condominium is to be Developed	X	
Executed Escrow Agreement	X	
Other Documents (Amended and Restated Declaration of Covenants, Conditions and Restrictions for Treviso Bay)	X	
Other Documents (Declaration of Covenants, Conditions and Restrictions for Treviso Bay Golf Club)	X	
Alternative Media Disclosure Statement	N/A	
Plans and Specifications	MADE AVAILABLE	

THE PURCHASE AGREEMENT IS VOIDABLE BY BUYER BY DELIVERING WRITTEN NOTICE OF THE BUYER’S INTENTION TO CANCEL WITHIN 15 DAYS AFTER THE DATE OF EXECUTION OF THE PURCHASE AGREEMENT BY THE BUYER AND RECEIPT BY THE BUYER OF ALL OF THE DOCUMENTS REQUIRED TO BE DELIVERED TO HIM OR HER BY THE DEVELOPER. THE AGREEMENT IS ALSO VOIDABLE BY THE BUYER BY DELIVERING WRITTEN NOTICE OF THE BUYER’S INTENTION TO CANCEL WITHIN 15 DAYS AFTER THE DATE OF RECEIPT FROM THE DEVELOPER OF ANY AMENDMENT WHICH MATERIALLY ALTERS OR MODIFIES THE OFFERING IN A MANNER THAT IS ADVERSE TO THE BUYER. ANY PURPORTED WAIVER OF THESE VOIDABILITY RIGHTS SHALL BE OF NO EFFECT. BUYER MAY EXTEND THE TIME FOR CLOSING FOR A PERIOD OF NOT MORE THAN 15 DAYS AFTER THE BUYER HAS RECEIVED ALL OF THE DOCUMENTS REQUIRED. BUYER’S RIGHT TO VOID THE PURCHASE AGREEMENT SHALL TERMINATE AT CLOSING.

Executed this _____ day of _____, 20____.

Signature of Buyer or Lessee

Signature of Buyer or Lessee

SECTION 9 - FORM OF PURCHASE AND SALE AGREEMENT

LENNAR HOMES, LLC
10481 SIX MILE CYPRESS PARKWAY
FT. MYERS, FL 33966
(239) 278-1177

PURCHASE AND SALE AGREEMENT

ORAL REPRESENTATIONS CANNOT BE RELIED UPON AS CORRECTLY STATING THE REPRESENTATIONS OF THE DEVELOPER (SELLER). FOR CORRECT REPRESENTATIONS, REFERENCE SHOULD BE MADE TO THIS CONTRACT (AGREEMENT) AND THE DOCUMENTS REQUIRED BY SECTION 718.503, FLORIDA STATUTES, TO BE FURNISHED BY A DEVELOPER TO A BUYER OR LESSEE.

ANY PAYMENT IN EXCESS OF TEN PERCENT (10%) OF THE PURCHASE PRICE MADE TO DEVELOPER (SELLER) PRIOR TO CLOSING PURSUANT TO THIS AGREEMENT MAY BE USED FOR CONSTRUCTION PURPOSES BY THE DEVELOPER (SELLER).

THIS PURCHASE AND SALE AGREEMENT (together with the Riders and Addenda attached hereto and incorporated by reference herein, this "Agreement") is made and entered into as of the _____ day of _____, 20____ by and between Lennar Homes, LLC ("Seller"), and Buyer(s) named below ("Buyer"):

BUYER(S): 1. _____ 2. _____ 3. _____ 4. _____ No Buyer Name Changes Will Be Permitted Unless Seller and Buyer Validly Execute an Amendment to Change Party.		Check Applicable: Married <input type="checkbox"/> Single <input type="checkbox"/> Male <input type="checkbox"/> Female <input type="checkbox"/> Married <input type="checkbox"/> Single <input type="checkbox"/> Male <input type="checkbox"/> Female <input type="checkbox"/> Married <input type="checkbox"/> Single <input type="checkbox"/> Male <input type="checkbox"/> Female <input type="checkbox"/> Married <input type="checkbox"/> Single <input type="checkbox"/> Male <input type="checkbox"/> Female <input type="checkbox"/>	
Buyer Address:			
City:		State / Country:	Zip:
By providing your telephone and fax numbers and your email address, you hereby consent to receiving telephonic, fax and email communications, including advertisements, made or sent by or on behalf of Seller and/or its affiliates.			
Home Telephone: _____ Business Telephone: _____ Cellular Telephone: _____		Facsimile Number: _____ E-mail Address: _____	

1. **Purchase and Sale.** Buyer agrees to buy and Seller agrees to sell to Buyer (on the terms and conditions set forth below) Unit No. _____, Building _____ (if applicable) (the "Unit") of Coach Homes I at Treviso Bay, a Phase Condominium (the "Condominium"), located at _____ in Collier County (the "County"), Florida together with those certain fixtures, equipment, and appliances contained in the Unit (the "Personalty") and all appurtenances thereto as the same are contained and defined in the Declaration of Condominium for the Condominium, as recorded or to be recorded in the Public Records of County (as amended from time to time, the "Declaration") (the Unit, Personalty and appurtenances are hereinafter referred to collectively as the "Property"). The Condominium is located within and forms a part of the Master Community, as set forth in the Condominium Master Disclosure and Information Addendum attached hereto and made a part hereof. At Closing (as defined in Section 8 hereof) Buyer will be assigned the exclusive right to use Parking Space No(s) _____.

2. **Purchase Price and Payments.** The total purchase price ("Total Purchase Price") for the Unit, exclusive of any Builder's Fee and Closing Costs as described in Rider 1 and the Condominium Purchase Price and Payment Addendum, is \$ _____. Buyer (and not a third party) has made an earnest money deposit upon the signing of this Agreement (the "Initial Deposit") of \$ _____. Buyer shall make further payments to Seller, including but not limited to any "Additional Deposit" or "Advanced Payment" (consisting of non-refundable deposit(s) for options, extras, and upgrades) as set forth in the Condominium Purchase Price and Payment Addendum attached hereto and made a part hereof. The term "Deposit" shall include the Initial Deposit, Additional Deposit and Advanced Payment.

Buyer's Initials _____

3. **Legally Binding Agreement.** THIS AGREEMENT IS A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, PLEASE SEEK COMPETENT LEGAL ADVICE. NO WARRANTIES OR REPRESENTATIONS, OTHER THAN THOSE SPECIFIED IN THIS AGREEMENT, ARE EXPRESSED OR IMPLIED. ORAL REPRESENTATIONS CANNOT BE RELIED UPON AS CORRECTLY STATING THE REPRESENTATIONS OF SELLER. FOR CORRECT WARRANTIES AND REPRESENTATIONS, REFERENCE SHOULD BE MADE TO THIS AGREEMENT, INCLUDING THE RIDERS AND ADDENDA ATTACHED HERETO, AND THE "CONDOMINIUM DOCUMENTS" (AS SUCH TERM IS DEFINED IN SECTION 22 HEREIN) PROVIDED TO BUYER.

4. **Financing.**

☐ **CASH TRANSACTION.** If this box is checked, this is a cash transaction and not contingent on financing. Buyer agrees to provide within five (5) calendar days from the Buyer's execution of this Agreement financial statements or other written

Buyer _____ Buyer _____

verification of Buyer's ability to purchase the Property with cash. If Buyer does not (in Seller's sole judgment, based on the documentation provided by Buyer to Seller) have the financial ability to purchase the Property with cash, then Seller may terminate this Agreement by refunding to Buyer any paid Deposit.

☐ **MORTGAGE TRANSACTION.** If this box is checked, Buyer desires to obtain a loan commitment (the "**Commitment**") within the Mortgage Period (as such term is defined in Rider 1 attached hereto) for a first mortgage loan from Universal American Mortgage Company, LLC (an affiliate of Seller) or another qualified institutional mortgage lender of Buyer's choice ("**Lender**"), with interest, term and service charges at current market rates at time of Closing (as defined below) for a borrower of Buyer's credit qualifications. Buyer agrees to apply within five (5) calendar days from the execution of this Agreement for a loan at the then prevailing interest rate and terms. In the event Buyer chooses to obtain financing through a Lender other than Universal American Mortgage Company, LLC, Buyer agrees to provide Seller within five (5) calendar days with the name, address and phone number of such Lender, the loan officer and the loan processor. Buyer shall furnish promptly and accurately to Lender all information and documents requested by Lender in connection with such application. If Buyer provides a written disapproval of loan within the Mortgage Period (and Buyer has not cancelled or withdrawn his/her loan application), Seller shall refund the Deposit to Buyer. If Buyer fails to provide Seller within the Mortgage Period with (i) a copy of the written Commitment reasonably satisfactory to Seller, or (ii) a written disapproval of Buyer for such loan, Buyer shall be in default and Seller shall be entitled to retain the Deposit as liquidated damages for taking the Property off of the market and that the amount of liquidated damages is fixed and agreed to by the parties as a reasonable estimate of the damages that Seller shall suffer and is not in the nature of a penalty. If this Agreement provides for a VA guaranteed or FHA insured loan, Buyer's obligation to complete the purchase contemplated under this Agreement is subject to the VA/FHA Addendum attached hereto and incorporated herein.

The following shall apply only if Buyer desires to apply for a loan, as indicated above:

4.1 **Application.** Buyer understands that any loan application required under this Agreement must be fully completed in order to obtain the mortgage loan, and Buyer will make a good faith attempt to qualify for the mortgage loan. If Buyer has a spouse who does not constitute a Buyer under this Agreement, Buyer agrees to have his/her spouse sign the mortgage documents as required by Lender. BUYER AGREES TO INCUR NO DEBT SUBSEQUENT TO THE EFFECTIVE DATE WHICH MIGHT JEOPARDIZE APPROVAL OF BUYER'S MORTGAGE LOAN. IF THE PROPERTY IS BEING PURCHASED BY A CORPORATION, PARTNERSHIP, OR OTHER ENTITY, BUYER AGREES TO (1) OBTAIN ANY PERSONAL ENDORSEMENTS OR GUARANTEES REQUIRED BY LENDER AND (2) PROVIDE TO LENDER AND/OR THE TITLE INSURER PROMPTLY UPON REQUEST SUCH CERTIFICATES, RESOLUTIONS OR OTHER CORPORATE, PARTNERSHIP OR OTHER ORGANIZATIONAL DOCUMENTS AS MAY BE REQUIRED. Except as provided in this Agreement, Buyer agrees to pay all loan fees and closing costs charged by Lender in connection with the mortgage loan. Buyer will pay any prepaid interest due on the mortgage loan at the time of Closing and any amount Lender may require to be put into escrow toward the payment of property taxes, insurance and Condominium Association, Master Association and Golf Club assessments, as applicable, on the Property. Buyer will also pay any mortgage insurance premiums (prepaid or otherwise), if required by Lender.

4.2 **Commitment.** Buyer understands that the rate of interest on the mortgage is established by Lender and not by Seller and that any predictions or representations of present or future interest rate that may have been contained in any advertising or promotion by Seller are not binding. If Buyer obtains a written mortgage loan Commitment and the mortgage loan Commitment is subsequently withdrawn through no fault of Seller including, but not limited to, any condition to such loan Commitment not being satisfied for any reason, this Agreement shall remain in full force and effect and Buyer shall be conclusively presumed to have agreed to purchase the Property without mortgage financing. If Buyer obtains a loan Commitment containing any special condition that is not ordinarily contained in typical loan commitments for the Condominium, Seller, in Seller's sole discretion, may treat Buyer's loan application as having been denied; whereupon, Seller shall have the rights set forth in this Section.

4.3 **Appraisal.** Seller's obligation to construct the Unit is based on Buyer's obligation to purchase the Property at the Total Purchase Price as of the Effective Date. Buyer understands that the amount of the mortgage loan is subject to the Lender's "loan to value" ratio, which is the percentage of the mortgage amount in relation to the appraised value of the Property as determined by the Lender's appraisal. The Lender's appraisal of the Property at the then current market conditions at the time of Closing may not equal the Total Purchase Price. If the mortgage loan amount, as set forth on the Purchase Price and Payment Addendum attached hereto, is greater than the amount that the Lender is willing to loan to Buyer at Closing, the Buyer shall be obligated to pay the difference at Closing. Under no circumstances shall Buyer be excused from performance under this Agreement as a result of the Lender's appraisal. If the Lender's appraisal is not equal to or greater than the Total Purchase Price, Buyer acknowledges and agrees that Buyer shall still be obligated to satisfy the terms and conditions of this Agreement, which may include, without limitation, Buyer's payment of the difference between the mortgage loan proceeds and amounts required to close the transaction contemplated by this Agreement ("**Additional Cash to Close Funds**"). If Buyer cannot or elects not to pay such Additional Cash to Close Funds prior to or at Closing, Seller shall be entitled to terminate the Agreement and retain the Deposit as liquidated damages for taking the Property off of the market. The parties agree that the amount of liquidated damages is fixed and agreed to as a reasonable estimate of the damages that Seller shall suffer and is not in the nature of a penalty. Notwithstanding the foregoing, if this Agreement provides for a VA guaranteed or FHA insured loan, the applicable appraisal requirements are set forth in the FHA/VA Addendum attached hereto and incorporated herein.

Buyer's Initials _____

4.4 **Sale of Other Residence.** Notwithstanding any condition in the loan Commitment to the contrary, and unless Seller agrees otherwise in writing, Buyer represents and warrants that this Agreement is not and will not be subject to or contingent upon Buyer's selling and/or closing on the sale of Buyer's present residence or other property. Failure to close on the purchase of the Property will constitute a default by Buyer and the remedies available to Seller for Buyer's default under this Agreement shall apply.

5. **Deposit.** In the event Buyer's Deposit exceeds ten percent (10%) of the Total Purchase Price, the following provision shall be applicable: Buyer acknowledges, understands, and agrees that (i) Seller may not apply for or obtain all permits necessary to construct the Unit within thirty (30) days from the Effective Date of the Agreement and (ii) Seller may not commence work on the Unit within ninety (90) days of the issuance of such permits, provided however, Seller shall apply for or obtain such permits within one (1) year after the Effective Date of the Agreement (the "**Permit Issuance Date**") and Seller shall commence work no later than

Buyer _____ Buyer _____

one (1) year from the Permit Issuance Date. Buyer acknowledges and agrees that the foregoing shall constitute an extension of the time limitations set forth in Section 489.126, Florida Statutes. Provided, however, that the foregoing provisions in this Section 5 shall not operate to extend or qualify Seller's obligation to complete the Unit as provided in Section 9.

Buyer's Initials _____

6. **Funds.** Any funds paid by Buyer under the terms of this Agreement to Seller through a check or cashier's check are accepted by Seller subject to collection. Buyer acknowledges that Seller shall have the right to deposit such check for the Initial Deposit without such action being deemed acceptance of this Agreement. If any such check is not paid by the bank after acceptance of this Agreement, Seller shall have the option to cancel this Agreement and declare Buyer in default. If Buyer provides any check for a Deposit in the form of Canadian currency (a "**CS check**"), Seller's depository bank will convert such C\$ check into a U.S. dollar amount using its currency procedures and exchange rate then in effect two (2) business days following the date of processing (the "**Conversion Date**") and the amount of the Deposit to be applied toward the Total Purchase Price shall be equal to the amount received by Seller from the depository bank on the Conversion Date. Seller reserves the right to charge or pass through any currency conversion-related fees or costs to the Buyer at Closing (as hereafter defined). Notwithstanding the foregoing or anything contained in the Agreement to the contrary, the balance of the Total Purchase Price plus all applicable Closing Costs (the "**Closing Proceeds**") shall be paid to Seller at Closing by wire transfer in immediately available funds or by cashier's check (subject to collection) issued by a bank with a branch in the County where the Property is located. If Buyer delivers all or any portion of the Closing Proceeds in the form of a cashier's check exceeding \$25,000.00, then Buyer will not be entitled to possession of the Home until the Closing Proceeds have cleared.

7. **Credit Information Authorization.** Buyer authorizes Lender to whom Buyer has applied or is in the process of applying for a mortgage loan in connection with this transaction to disclose to Seller the information contained in any loan application, verification of Deposit, income and employment, and credit reports or credit related documentation on Buyer. Buyer authorizes Seller to order one or more credit reports from a consumer reporting agency to be used in connection with this transaction. The cost of such report(s) is (are) to be paid by Buyer. Buyer authorizes Seller to forward all copies of all or any portion of such report(s) without interpretation to Lender who (at the request of Buyer) will evaluate a potential extension of credit to Buyer in connection with this transaction. Buyer authorizes Lender, and any credit bureau or other person or entity utilized or engaged by Lender, to obtain one or more consumer reports regarding Buyer and to investigate any information, reference, statement, or data, provided to Lender by Buyer or by any other person or entity, pertaining to Buyer's credit and financial status. Buyer shall indemnify, defend and hold harmless Seller, its officers, directors, shareholders, employees, agents, contractors, subcontractors and suppliers ("**Indemnified Parties**"), Lender, and any credit bureau or other person or entity utilized or engaged by Lender or Seller, from and against any deficiencies, losses, liabilities, claims, damages, expenses, obligations, penalties, actions, judgments, awards, suits, costs or disbursements of any kind or nature whatsoever, including attorneys' fees and expenses ("**Claims**") arising from an investigation of Buyer's credit and financial status.

8. **Closing.** Without limiting the terms of Section 9, Buyer acknowledges and agrees that Seller has the right in its sole discretion to schedule the date, time and place for the closing of the transaction contemplated by this Agreement ("**Closing**") and Buyer shall close on such Closing Date (the "**Closing Date**"). Buyer will be given notice of the Closing Date, time and place by the "**Closing Date Notice Period**" (as such term is defined in Rider 1 attached hereto). Seller is authorized to postpone or advance the date of Closing at its discretion. Seller must, however, give Buyer reasonable notice of the new Closing Date. Any notice of Closing may be given verbally, by telephone, telegraph, telex, facsimile, mail, e-mail, or other means of communication at Seller's option. All notices of Closing will be given to Buyer at the address or by use of the telephone number(s) or e-mail address(es) specified on page 1 of this Agreement unless Seller has received written notice from Buyer of any change therein prior to the date notice of Closing is given. Buyer's failure to receive the notice of Closing because Buyer has failed to advise Seller of any changes of address or phone number, or because Buyer has failed to pick up a letter when Buyer has been advised of an attempted delivery or for any other reason, shall not relieve Buyer of Buyer's obligation to close on the scheduled Closing Date, unless Seller otherwise agrees in writing to postpone the Closing Date. If Buyer fails, for any reason, to close at the date, time and place specified by Seller, Seller shall have the option to declare Buyer in default and seek the remedies stated in Section 17 below, or to charge Buyer Two Hundred Fifty Dollars (\$250.00) per day for each day after the date of Closing specified by Seller until, and including, the actual Closing Date, and Seller may require that prorations be made as of the original Closing Date. This sum shall be due and payable in full at Closing. In addition, if Seller agrees to an extension of the date of Closing beyond the last day of the month for which Closing is originally set, an amount equal to One Percent (1%) of the Total Purchase Price shall also be payable to Seller. The sum for extending the date of Closing beyond the last day of the month shall be due and payable in full at Closing. Buyer agrees that the late charges are appropriate in order to cover Seller's administrative and other expenses resulting from a delay in Closing and that the amount of liquidated damages is fixed and agreed to by the parties as a reasonable estimate of the damages that Seller shall suffer and is not in the nature of a penalty. Seller is not required to agree to reschedule Closing, but Seller may reschedule Closing in Seller's sole discretion.

9. **Completion Date.** It is expressly agreed by Buyer that notwithstanding anything to the contrary specified herein or verbally represented (including but not limited to Seller's sales representative), any scheduled completion date is a good faith estimate, and Seller makes no promises or representations concerning the date of completion. Buyer agrees that Buyer has not relied, and will not rely upon, any estimated completion date for any purpose whatsoever, including, without limitation, relocation of residence, storage of personal property, or lock-in financing, and Buyer agrees that Seller shall not be liable for any additional costs, expenses or damages whatsoever should the Unit not be completed by an estimated completion date. Notwithstanding the foregoing, Seller is required to complete and does agree that the construction of the Unit shall be completed not later than two (2) years from the date of Buyer's execution of this Agreement. If construction is delayed by any event recognized by the law of the state in which the Unit is located as a defense to a contract action for non-performance or a delay in performance, then the date of completion shall be extended by the delay period. It is the express intent of the parties that the parties' rights and obligations under this Agreement be construed in the manner necessary to exempt this Agreement and the sale of the Property from registration under the Interstate Land Sales Full Disclosure Act, and both Buyer and Seller hereby expressly waive any right or provision of this Agreement that would otherwise preclude such exemption.

10. **Casualty Before Closing.** If between the Effective Date and the Closing the Unit or Condominium is damaged by fire, natural disaster, act of terrorism or other casualty, the following shall apply:

Buyer _____ Buyer _____

10.1 Risk of loss to the Unit by fire, natural disaster, act of terrorism or other casualty prior to Closing is assumed by Seller. If the Unit is damaged but there is no damage to the common elements of the Condominium, Seller shall be obligated to repair the damage to the Unit and this Agreement shall continue in full force and effect, and Buyer shall have no right to reject title or receive a credit against or abatement in the Total Purchase Price. In the event of damage to both the common elements and the Unit, the responsibility for repair or replacement of the damage to the common elements rests with the Condominium Association, and responsibility for repair or replacement of the damage to the Unit rests with the Seller. Repairs and replacement of the damage to the common elements of the Condominium and to the Unit are subject to the terms of the Declaration of Condominium. Buyer shall have no right to reject title or receive a credit against or abatement in the Total Purchase Price, provided that repair or replacement of the damage is made within a reasonable period of time after the loss and receipt of the insurance proceeds. If the Condominium Association fails to repair or replace the loss or damage to the common elements of the Condominium after a reasonable time and such failure prevents the Seller from repairing or replacing the damage to the Unit, then Seller shall give written notice to the Buyer of the Condominium Association's failure. Either Seller or Buyer may elect to terminate this Agreement by giving written notice to the other within seven (7) calendar days of Buyer's receipt of such written notice time being of the essence to the parties, and thereupon, this Agreement shall be of no further force or effect.

10.2 In the event Buyer or Seller elects to terminate this Agreement, as provided in Section 10.1, then Seller shall refund to Buyer all monies deposited hereunder whereupon the parties shall be released and discharged of all claims and obligations hereunder, except that if Buyer is then otherwise in default hereunder, Seller shall retain all or a portion of the Deposit and of the Advanced Payments for options, extras and/or upgrades as and for liquidated damages as provided in Section 17 hereof.

10.3 Any proceeds received from insurance or in satisfaction of any claim or action in connection with such loss or damage shall belong entirely to Seller as to the Unit and to the Condominium Association as to the common elements. If such proceeds shall be paid to Buyer, Buyer agrees that such funds are the property of Seller or Condominium Association, as applicable, and Buyer shall promptly upon receipt thereof turn the same over to Seller as to the Unit or the Condominium Association as to the common elements.

10.4 Risk of loss to the Unit by fire, natural disaster, act of terrorism or other casualty from and after Closing is assumed by Buyer. Buyer should be aware that the Unit and Condominium, however well constructed, may be subject to damage or destruction by naturally occurring events such as hurricanes and sinkholes. While Seller has no knowledge of sinkholes or naturally occurring gases such as radon in the immediate vicinity of the Condominium unless disclosed in the Master Disclosure and Information Addendum, all risks associated with all natural occurrences shall be borne by Buyer from and after Closing.

11. Escrow of Deposit.

11.1 Buyer understands that Wilmington Savings Fund Society, FSB, a Federal Savings Bank ("Escrow Agent") whose address is 500 Delaware Avenue, 11th Floor, Wilmington, DE 19801, Attention: Corporate Trust, will hold the Deposit in an escrow account (the "Escrow Account"), pursuant to the terms of this Agreement, Chapter 718 of the Florida Statutes, and the Escrow Agreement attached to the Prospectus for the Condominium. Seller and Buyer agree to be bound by the terms of the Escrow Agreement. Any Deposits made by Buyer in excess of ten percent (10%) of the Total Purchase Price may be used by Seller for paying construction costs of the Condominium as provided by Florida law. Buyer may obtain a receipt for his/her Deposit from the Escrow Agent upon request. No interest shall be paid to Buyer on the Deposit except if Buyer shall have properly terminated the Agreement pursuant to its terms or the provisions of Chapter 718 of the Florida Statutes, in which case Buyer shall receive interest if any has been earned on the Deposit. Escrow Agent may deposit monies held in the Escrow Account in savings or time deposit accounts at a bank or savings and loan association insured by an agency of the United States Government and/or, if approved in writing by Seller, in securities of the United States Government or any agency thereof, with interest and dividends, if any, paid to Seller upon the payment of the Deposit to Seller. By signing this Agreement, Buyer expressly authorizes Escrow Agent to disburse Buyer's payments held in the Escrow Account to Seller's account at Closing, or to Seller upon Buyer's default. Buyer agrees to indemnify and hold Escrow Agent harmless from any claims or damages that may result from Escrow Agent's escrowing or disbursing of Buyer's Deposit, other than those claims or damages resulting from Escrow Agent's gross negligence or willful malfeasance. Escrow Agent shall not be responsible for any act or omission to act, unless occurring due to its sole gross negligence or willful malfeasance, and upon making delivery of the monies that Escrow Agent holds in accordance with the terms of this Agreement and the Escrow Agreement, Escrow Agent shall have no further liability. Seller and Buyer, jointly and severally, shall indemnify and hold Escrow Agent harmless from any and all damages or losses arising by reason of Escrow Agent having acted as Escrow Agent, or in connection therewith (except for damages or losses arising out of gross negligence or willful malfeasance), including but not limited to all costs and expenses incurred by Escrow Agent in connection with the filing of an interpleader action, together with reasonable attorneys' fees, paraprofessional fees and legal costs at trial and upon appeal.

11.2 Notwithstanding Section 11.1 above, Buyer acknowledges that the Deposit may be used by the Seller if alternatively assured in accordance with Section 718.202 of the Florida Statutes. Buyer's execution of this Agreement constitutes Buyer's consent and authorization to Seller to use alternatively assured Deposits.

12. Return of Deposit. In the event this Agreement is cancelled for any reason other than Seller's default, the Buyer shall be required to execute and return a release form provided by the Seller prior to return of the Deposit in accordance with this Agreement, as set forth herein.

13. Deed. Seller shall convey title to Buyer at Closing by delivery to Buyer of a Special Warranty Deed (the "Deed") describing the Property, which Deed shall convey title to Buyer subject to all matters described in this Agreement.

14. Closing and Title Matters. Title to the Property to be delivered to Buyer at Closing will be marketable and insurable, subject only to the following matters:

14.1 Title to the Property shall be subject to the following: (1) zoning, building codes, bulkhead laws, ordinances, regulations, rights or interests vested in the United States of America or the state in which the Condominium is located; (2) real estate taxes and other taxes for the year of conveyance and subsequent years including taxes or assessments of any special taxing or community development district (including assessments relating to capital improvements and bonds); (3) the general printed

Buyer _____ Buyer _____

exceptions contained in an owner's title insurance policy; (4) utility easements, sewer agreements, telephone agreements, cable agreements, telecommunications agreements, monitoring agreements, restrictions and reservations common to any plat affecting title to the Property; (5) matters that would be disclosed by an accurate survey or inspection of the Property; (6) the Condominium Documents; (7) any laws and restrictions, covenants, conditions, limitations, reservations, agreements or easements recorded in the public records for the County (for example, use limitations and obligations, easements (right-of-way) and agreements relating to telephone, gas or electric lines, water and sewer lines and drainage, provided they do not prevent use of the Property for single family residential purposes); (8) acts done or suffered by Buyer and any mortgage or deed of trust obtained by Buyer for the purchase of the Property; and (9) any deed restrictions reflected in the Deed which specifically incorporate Chapter 558 of the Florida Statutes and the mediation, arbitration and litigation provisions set forth in this Agreement. It is Buyer's responsibility to review and become familiar with each of the foregoing title matters, some of which are covenants running with the land. If any title defects are discovered by Buyer after Closing, Buyer's sole remedy shall be to make a claim to Buyer's title insurer.

14.2 Seller shall convey title to Buyer at Closing by delivery to Buyer of the Deed, which shall convey title to Buyer subject to all matters described in Section 14.1 of this Agreement. Any such matters omitted from the Deed shall nevertheless be deemed to be included in the Deed.

14.3 Seller shall provide an affidavit complying with the Foreign Investment in Real Property Tax Act of 1980, as amended, upon written request of Buyer.

14.4 Seller may not own title to the Property as of the date of this Agreement. However, Seller shall obtain title to the Property on or before the Closing Date or effect the necessary transfer of title on or before the date when Seller causes title to be transferred to Buyer.

14.5 If Seller cannot provide marketable and insurable title as described above, such failure shall not be an event of default and Seller will have a reasonable period of time (at least one hundred and twenty (120) days from the date of the scheduled Closing Date) to attempt to correct any defects in title; provided, however, Seller shall not be obligated to incur any expense, nor institute any litigation, to clear title to the Property. If Seller cannot or elects not to correct the title defects, Seller shall so notify Buyer within such period, and Buyer may thereafter elect (by written notice from Buyer to Seller) one of the following two (2) options: (1) to accept title in the condition offered (with defects) and pay the balance of the Total Purchase Price for the Property (without set off or deduction therefor), thereby waiving any claim with respect to such title defects and Buyer will not make any claims against Seller because of the title defects; or (2) to terminate this Agreement and receive a full refund of the Deposit deposited hereunder. If all such amounts are refunded, Buyer agrees to accept it as full payment of Seller's liability hereunder, whereupon this Agreement shall be terminated and Seller shall thereafter be relieved and released of all further liability hereunder. Buyer shall not thereafter have any rights to make any additional claims against Seller. In the event Buyer does not notify Seller in writing within five (5) calendar days from the receipt of Seller's notice (time being strictly of the essence) as to which option Buyer elects, Buyer shall be conclusively presumed to have elected option (1) set forth above in this subsection.

14.6 Title to the Property will be deemed marketable if an owner's policy is issued with standard exceptions.

14.7 The acceptance of the Deed by Buyer shall be deemed to be full performance and discharge of every agreement and obligation on the part of Seller to be performed pursuant to this Agreement.

15. **Closing Costs.** The respective responsibilities of Buyer and Seller for all costs, prorations and fees payable at Closing (the "**Closing Costs**") are shown in Rider 1 attached hereto.

16. **Site and Substitutions.**

16.1 **Stairwells, Garages, Utility Pipes.** Buyer understands and agrees that the stairwells within the Condominium are intended solely for ingress and egress in the event of emergency and, as such are constructed and left unfinished solely as to be functional for such purpose, without regard to the aesthetic appearance of such stairwells. Similarly, garages and utility pipes serving the Condominium are intended solely for functional purposes, and as such are unfinished without regard to the aesthetic appearance of same. The foregoing is not intended to prohibit the use of the stairwells, garages and utility pipes for any other legal purpose.

16.2 **Changes to Plans and Specifications.**

16.2.1 **Industry Practice.** It is widely observed construction industry practice for pre-construction plans and specifications for any home or building to be changed and adjusted from time to time in order to accommodate on-going site conditions and in the field construction factors. These changes and adjustments are essential in order to permit all components of the Unit and Condominium to be integrated into a well-functioning and aesthetically pleasing product in an expeditious manner. Based on the foregoing, Buyer acknowledges that such changes and adjustments may occur and agrees that it is reasonable and to Buyer's benefit to allow Seller the flexibility to make such changes and adjustments to the Unit and Condominium. Nothing in this Section shall be deemed to limit rights Buyer may have under Chapter 718 of the Florida Statutes.

16.2.2 **Seller's Absolute Right to Make Modifications to Plans and Specifications.** The materials, equipment, and fixtures included in and to be used in constructing the Unit and the Condominium will be substantially the same as or similar in quality to those described in the applicable plans and specifications and in the model (except as to extras, options and/or upgrades), if a model has been constructed. Notwithstanding the foregoing, Seller has the absolute right to make modifications to the plans and specifications for the Unit and Condominium. Without limiting the generality of the foregoing, Buyer specifically agrees that changes in the dimensions of rooms and patios, entrances and terraces, if applicable, and changes in room size, in the locations of windows, doors, walls, partitions, utility lead-ins and outlets (including, but not limited to, electrical, cable television, and telephone), air-conditioning components, lighting fixtures and electrical panel boxes may be made by Seller in its sole discretion, provided however that changes in the layout and dimensions of the Unit shall not substantially affect the value of the Unit. Such changes may also include, but are not limited to, changes in the building location, setbacks and facing, the building's external configuration, its structural components, its finishes and the landscaping associated therewith. Nothing in this Section shall be deemed to limit rights Buyer may have under Chapter 718 of the Florida Statutes.

Buyer _____ Buyer _____

16.2.3 Buyer's Acceptance of Actual Floor Plan. Buyer further understands and acknowledges that many of the Units to be constructed within the Condominium require floor plans which are opposite (i.e. flipped) mirror images of the model floor plan and Buyer fully understands and accepts the floor plan configuration for the Unit and improvements to be constructed within the Unit and Condominium.

16.2.4 No Warranty for Plans and Specifications on File. Buyer further acknowledges and agrees that (1) the plans and specifications of the Unit and the Condominium on file with the applicable governmental authorities may not be identical in detail to Seller's plans and specifications, and (2) because of the day-to-day nature of the changes described in this Section, the plans and specifications on file with the applicable governmental authorities may not include some or any of these changes (there being no legal requirement to file all changes with such authorities). As a result of the foregoing, Buyer and Seller both acknowledge and agree that the Unit and the Condominium may not be constructed in accordance with the plans and specifications on file with the applicable governmental authorities. Without limiting the generality of the provisions of Section 28 of this Agreement, Seller disclaims and Buyer waives any and all express or implied warranties that construction will be accomplished in compliance with such plans and specifications. Seller has not given and Buyer has not relied on or bargained for any such warranties. In furtherance of the foregoing, in the event of any conflict between the actual construction of the Unit and/or the Condominium, and that which is set forth on the plans and specifications, Buyer agrees that the actual construction shall prevail and to accept the Unit and Condominium as actually constructed (in lieu of what is set forth on the plans and specifications). None of the foregoing is intended as a modification or waiver of Seller's non-waivable obligations or warranties required by Chapter 718 of the Florida Statutes.

16.3 Buyer Acknowledgments. The Condominium may be subject to one or more plats (individually, a "Plat"). The Plat may identify some of the common elements comprising part of the Condominium. The descriptions on a Plat are subject to change and the notes on a Plat are not a guarantee of what facilities will be constructed on any portion of a Plat. Site plans used by Seller in its marketing efforts may illustrate the types of facilities that may be constructed on the common elements, but such site plans are not a guarantee of what facilities will actually be constructed. Buyer should not rely on any Plat or site plans used for illustration purposes as the Condominium Documents (as defined in Section 22 hereof) govern the rights and obligations of Seller and Buyer with respect to the common elements and all other facilities within the Condominium. Buyer acknowledges and agrees that Buyer has not relied upon any statements, verbal or written, published by or under the authority of Seller in advertising and promotional matter, including but not limited to newspaper, radio or television advertisements, but has based the decision to purchase solely upon Buyer's personal investigation, observation and the disclosure materials and Condominium Documents provided herewith. Buyer further acknowledges that the primary inducement to purchase under this Agreement is the Unit. Nothing contained in this Section 16.3 shall be deemed to limit or abridge any rights Buyer may have under Section 718.506(1) of the Florida Statutes.

16.4 Decorative and Landscaping Items.

16.4.1 Buyer understands and agrees that certain of the finishing items, such as tile, marble, carpet, cabinets, stone, brickwork, wood, paint, stain and mica are subject to size and color variations, grain and quality variations, and may vary in accordance with price, availability and changes by manufacturers from those shown in the model, if any, or in illustrations or brochures or those included in the specifications. Furthermore, if circumstances arise that, in Seller's opinion, warrant changes of subcontractors, suppliers, manufacturers, brand names or items, Seller reserves the right to substitute equipment, materials, appliances, etc., which in Seller's opinion are considered to be of quality substantially similar or equal, or of better quality, subject to their availability. Buyer also understands that Seller has the right to substitute or change materials and/or stain colors utilized in wood decor, if any.

16.4.2 Facades, shrubs, trees, trim, built-ins, wall treatments, window treatments, furniture, furnishings, fences, decks, locations of walks, driveways and other items in or about the Condominium are for display purposes only and are not included in the Total Purchase Price unless otherwise expressly provided herein. Seller has the right to remove any existing trees within the Condominium or on the surrounding area for any reason. Buyer further understands and agrees that the following items (which may be seen in models or shown in illustrations) will also not be included with the sale of the Unit: wall coverings, paint colors, accent light fixtures, wall ornaments, drapes, blinds, bedspreads, furniture, furnishings, wet bars, monitoring systems, certain built-in fixtures, special floor coverings, wood trim, upgraded items and/or any other items of this nature which may be added or deleted from time to time. This list of items (which is not all-inclusive) is provided as an illustration of the type of items built-in or placed upon models or shown in illustrations strictly for purposes of decoration and example only.

16.5 Deed. BY ACCEPTANCE OF THE DEED, BUYER ACCEPTS ALL VARIATIONS OF THE UNIT.

17. Buyer's Default. In the event of Buyer's default and to the extent allowed by law, Seller shall be entitled to keep, as liquidated damages and not as a penalty, Buyer's Deposit not to exceed fifteen percent (15%) of the Total Purchase Price, except that Seller may, in addition, keep, as liquidated damages and not as a penalty, any and all Advanced Payments made by Buyer to Seller for options, extras or upgrades for which Seller has made contractual commitments or incurred liability by placing orders or otherwise. Buyer agrees that actual damages in the event of breach by Buyer would be costly and difficult to calculate, and that such liquidated damages are a fair and reasonable remedy and shall not be considered a penalty.

18. Seller's Default. In the event of Seller's default and to the extent allowed by law, Buyer may recover actual damages but shall not be entitled to special, consequential or punitive damages. Notwithstanding the foregoing, Buyer retains all remedies at law and in equity with respect to Seller's obligation to complete the Unit within two (2) years pursuant to Section 9 above, if applicable.

19. Mediation / Arbitration of Disputes.

19.1 The parties to this Agreement specifically agree that this transaction involves interstate commerce and that any Dispute (as hereinafter defined) shall first be submitted to mediation and, if not settled during mediation, shall thereafter be submitted to binding arbitration as provided by the Federal Arbitration Act (9 U.S.C. §§1 et seq.) and not by or in a court of law or equity. "Disputes" (whether contract, warranty, tort, statutory or otherwise), shall include, but are not limited to, any and all controversies, disputes or claims (1) arising under, or related to, this Agreement, the Unit, the Condominium or any dealings between Buyer and Seller; (2) arising by virtue of any representations, promises or warranties alleged to have been made by Seller or Seller's representative; and (3) relating to personal injury or property damage alleged to have been sustained by Buyer, Buyer's children or

other occupants of the Unit, or in the Condominium. Buyer has executed this Agreement on behalf of his or her children and other occupants of the Unit with the intent that all such parties be bound hereby. Any Dispute shall be submitted for binding arbitration within a reasonable time after such Dispute has arisen. Nothing herein shall extend the time period by which a claim or cause of action may be asserted under the applicable statute of limitations or statute of repose, and in no event shall the dispute be submitted for arbitration after the date when institution of a legal or equitable proceeding based on the underlying claims in such Dispute would be barred by the applicable statute of limitations or statute of repose.

19.2 Any and all mediations commenced by any of the parties to this Agreement shall be filed with and administered by the American Arbitration Association or any successor thereto ("AAA") in accordance with the AAA's Home Construction Mediation Procedures in effect on the date of the request. If there are no Home Construction Mediation Procedures currently in effect, then the AAA's Construction Industry Mediation Rules in effect on the date of such request shall be utilized. Any party who will be relying upon an expert report or repair estimate at the mediation shall provide the mediator and the other parties with a copy of the reports. If one or more issues directly or indirectly relate to alleged deficiencies in design, materials or construction, all parties and their experts shall be allowed to inspect, document (by photograph, videotape or otherwise) and test the alleged deficiencies prior to mediation. Unless mutually waived in writing by the parties, submission to mediation is a condition precedent to either party taking further action with regard to any matter covered hereunder.

19.3 If the Dispute is not fully resolved by mediation, the Dispute shall be submitted to binding arbitration and administered by the AAA in accordance with the AAA's Home Construction Arbitration Rules in effect on the date of the request. If there are no Home Construction Arbitration Rules currently in effect, then the AAA's Construction Industry Arbitration Rules in effect on the date of such request shall be utilized. Any judgment upon the award rendered by the arbitrator may be entered in and enforced by any court having jurisdiction over such Dispute. If the claimed amount exceeds \$250,000.00 or includes a demand for punitive damages, the Dispute shall be heard and determined by three arbitrators; however, if mutually agreed to by the parties, then the Dispute shall be heard and determined by one arbitrator. Arbitrators shall have expertise in the area(s) of Dispute, which may include legal expertise if legal issues are involved. All decisions respecting the arbitrability of any Dispute shall be decided by the arbitrator(s). At the request of any party, the award of the arbitrator(s) shall be accompanied by detailed written findings of fact and conclusions of law. Except as may be required by law or for confirmation of an award, neither a party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both parties.

19.4 The waiver or invalidity of any portion of this Section shall not affect the validity or enforceability of the remaining portions of this Section. Buyer and Seller further agree (1) that any Dispute involving Seller's affiliates, directors, officers, employees and agents shall also be subject to mediation and arbitration as set forth herein, and shall not be pursued in a court of law or equity; (2) that Seller may, at its sole election, include Seller's contractors, subcontractors and suppliers, as well as any warranty company and insurer as parties in the mediation and arbitration; and (3) that the mediation and arbitration will be limited to the parties specified herein.

19.5 To the fullest extent permitted by applicable law, Buyer and Seller agree that no finding or stipulation of fact, no conclusion of law, and no arbitration award in any other arbitration, judicial, or similar proceeding shall be given preclusive or collateral estoppel effect in any arbitration hereunder unless there is mutuality of parties. In addition, Buyer and Seller further agree that no finding or stipulation of fact, no conclusion of law, and no arbitration award in any arbitration hereunder shall be given preclusive or collateral estoppel effect in any other arbitration, judicial, or similar proceeding unless there is mutuality of parties.

19.6 Unless otherwise recoverable by law or statute, each party shall bear its own costs and expenses, including attorneys' fees and paraprofessional fees, for any mediation and arbitration. Notwithstanding the foregoing, if a party unsuccessfully contests the validity or scope of arbitration in a court of law or equity, the noncontesting party shall be awarded reasonable attorneys' fees, paraprofessional fees and expenses incurred in defending such contest, including such fees and costs associated with any appellate proceedings. In addition, if a party fails to abide by the terms of a mediation settlement or arbitration award, the other party shall be awarded reasonable attorneys' fees, paraprofessional fees and expenses incurred in enforcing such settlement or award.

19.7 Buyer may obtain additional information concerning the rules of the AAA by visiting its website at www.adr.org or by writing the AAA at 335 Madison Avenue, New York, New York 10017.

19.8 Seller supports the principles set forth in the Consumer Due Process Protocol developed by the National Consumer Dispute Advisory Committee and agrees to the following:

19.8.1 Notwithstanding the requirements of arbitration stated in Section 19.3 of this Agreement, Buyer shall have the option, after pursuing mediation as provided herein, to seek relief in a small claims court for disputes or claims within the scope of the court's jurisdiction in lieu of proceeding to arbitration. This option does not apply to any appeal from a decision by a small claims court.

19.8.2 Seller agrees to pay for one (1) day of mediation (mediator fees plus any administrative fees relating to the mediation). Any mediator and associated administrative fees incurred thereafter shall be shared equally by the parties.

19.8.3 The fees for any claim pursued via arbitration shall be apportioned as provided in the Home Construction Arbitration Rules of the AAA or other applicable rules.

19.9 Notwithstanding the foregoing, if either Seller or Buyer seeks injunctive relief, and not monetary damages, from a court because irreparable damage or harm would otherwise be suffered by either party before mediation or arbitration could be conducted, such actions shall not be interpreted to indicate that either party has waived the right to mediate or arbitrate. The right to mediate and arbitrate should also not be considered waived by the filing of a counterclaim by either party once a claim for injunctive relief had been filed with a court.

19.10 **THIS SECTION REQUIRES YOU TO WAIVE YOUR RIGHT TO SUE THE DEVELOPER IN COURT AND, INSTEAD, ARBITRATE OR MEDIATE DISPUTES INCLUDING, BUT NOT LIMITED TO: DEVELOPER REPRESENTATIONS PERTAINING TO COMMONLY USED FACILITIES; ACTIONS TAKEN BY DEVELOPER-**

ELECTED DIRECTORS WHILE THE DEVELOPER CONTROLS THE ASSOCIATION; DISPUTES REGARDING THE BUYER'S CLAIM OF VOIDABILITY BASED UPON CONTRACTUAL PROVISIONS AS REQUIRED IN SECTION 718.503(1)(A), FLORIDA STATUTES; FALSE OR MISLEADING STATEMENTS PUBLISHED BY THE DEVELOPER AND RELIED UPON BY THE BUYER; AND WARRANTY RIGHTS ON YOUR UNIT, COMMON ELEMENTS AND IMPROVEMENTS. THE DIVISION OF FLORIDA CONDOMINIUMS, TIMESHARES, AND MOBILE HOMES HAS CONTESTED THE ENFORCEABILITY OF THESE PROVISIONS. UNTIL THERE IS AN ADMINISTRATIVE RULE, LEGISLATIVE CHANGE OR OTHER DEFINITIVE RESOLUTION, YOU SHOULD CONSULT AN ATTORNEY ABOUT YOUR RIGHTS UNDER THIS PROVISION.

20. **Other Dispute Resolutions.** Notwithstanding the parties' obligation to submit any Dispute to mediation and arbitration, (to the extent submitting such Dispute to binding arbitration and mediation does not conflict with Sections 718.111(3), 718.303, and 718.506, Florida Statutes), in the event that a particular dispute is not subject to the mediation or the arbitration provisions of Section 19, then the parties agree to the following provisions: BUYER ACKNOWLEDGES THAT JUSTICE WILL BEST BE SERVED IF ISSUES REGARDING THIS AGREEMENT ARE HEARD BY A JUDGE IN A COURT PROCEEDING, AND NOT A JURY. BUYER AND SELLER AGREE THAT ANY DISPUTE, CLAIM, DEMAND, ACTION, OR CAUSE OF ACTION SHALL BE HEARD BY A JUDGE IN A COURT PROCEEDING AND NOT A JURY. BUYER AND SELLER HEREBY WAIVE THEIR RESPECTIVE RIGHT TO A JURY TRIAL. SELLER HEREBY SUGGESTS THAT BUYER CONTACT AN ATTORNEY OF BUYER'S CHOICE IF BUYER DOES NOT UNDERSTAND THE LEGAL CONSEQUENCES OF EXECUTING THIS AGREEMENT.

21. **Deed Restriction.** The provisions of Sections 19 and 20 shall be: (i) subject to the survival provisions of Section 36, (ii) covenants running with the land comprising the Property, (iii) set forth as exceptions in the Deed, and (iv) binding upon Buyer and its successors and assigns in title upon Seller's conveyance of the Property to Buyer and recording of the Deed.

22. **Condominium Documents.** Buyer acknowledges receipt of the copies of those instruments and documents listed on the Receipt for Condominium Documents contained in the Prospectus for the Condominium (the "**Documents Receipt**"), all such documents, which are required to be furnished by Chapter 718 of the Florida Statutes (collectively, the "**Condominium Documents**"), are incorporated into this Agreement by this reference. Buyer agrees that occupancy of the Unit shall at all times be subject to the provisions of the Condominium Documents. Seller has delivered to Buyer a full set of the Condominium Documents, and Buyer shall execute the Documents Receipt in the form contained in the Condominium Documents. Seller reserves the right, in its sole discretion, to amend any of the Condominium Documents, provided that a copy of such amendment is transmitted to Buyer. Notwithstanding anything to the contrary contained herein, upon recordation of Condominium Documents, Seller shall only have the right to amend the Condominium Documents in accordance with the Condominium Act and provisions of the Condominium Documents. The Seller shall make available to Buyer, for Buyer's inspection at Seller's place of business that is convenient to the site, a copy of the complete set of Seller's plans and specifications for the construction of the Unit and the common elements appurtenant to the Unit. Notwithstanding any other provision herein to the contrary, if this Agreement is terminated for any reason whatsoever, Buyer shall return the Condominium Documents to Seller in the same condition originally received (ordinary wear and tear excepted). If the Condominium Documents are not returned upon termination of this Agreement, Seller shall be entitled to charge \$50.00 to Buyer as a result of the termination, to defray Seller's costs and expenses resulting from the preparation, printing and delivery of the Condominium Documents. This Section shall survive termination of this Agreement.

23. **Disclosure Summary.** Buyer understands, acknowledges and agrees that upon conveyance and recording of the Deed to the Property, Buyer will become a member of a Master Association and Golf Club as set forth in the Condominium Master Disclosure and Information Addendum, and Buyer will be required to pay Assessments (as defined in the Condominium Master Disclosure and Information Addendum) pursuant to such mandatory membership(s). Prior to execution of this Agreement, Seller provided a Disclosure Summary to Buyer regarding Buyer's assessments payable to each mandatory membership in the Master Association and Golf Club. The Disclosure Summary is included in this Agreement. BUYER SHOULD NOT EXECUTE THIS AGREEMENT UNTIL BUYER HAS RECEIVED AND READ THE DISCLOSURE SUMMARY REQUIRED BY SECTION 720.401, FLORIDA STATUTES. IF THE DISCLOSURE SUMMARY REQUIRED BY SECTION 720.401, FLORIDA STATUTES, HAS NOT BEEN PROVIDED TO THE PROSPECTIVE BUYER (PURCHASER) BEFORE EXECUTING THIS AGREEMENT (CONTRACT FOR SALE), THIS AGREEMENT (CONTRACT) IS VOIDABLE BY BUYER BY DELIVERING TO SELLER OR SELLER'S AGENT OR REPRESENTATIVE WRITTEN NOTICE OF THE BUYER'S INTENTION TO CANCEL WITHIN THREE (3) DAYS AFTER RECEIPT OF THE DISCLOSURE SUMMARY OR PRIOR TO CLOSING, WHICHEVER OCCURS FIRST. ANY PURPORTED WAIVER OF THIS VOIDABILITY RIGHT HAS NO EFFECT.

Buyer's Initials _____

24. **Selling Agent, Cooperating Broker, and Seller's New Home Consultant.** Unless the Condominium Purchase Price and Payment Addendum attached hereto indicates otherwise, Buyer represents to Seller that Buyer has not consulted, dealt or negotiated with a real estate broker, salesperson or agent other than Seller's sales personnel located at Seller's sales office. Buyer agrees that Seller is not responsible for the payment of a commission to a real estate broker, salesperson or agent other than Seller's sales personnel. Buyer shall indemnify, defend and hold harmless Indemnified Parties from and against any and all Claims resulting from or arising out of any representation or breach of a representation or warranty set forth in this Section. In addition, Buyer acknowledges and understands that Seller's New Home Consultant ("**NHC**") and Internet New Home Consultant ("**INHC**") are employees of Seller, are acting solely for the Seller's interests, and are not acting in any representative capacity for Buyer. Buyer should not disclose any information to Seller's NHC and/or INHC that Buyer considers to be confidential or otherwise does not want disclosed to Seller.

Buyer's Initials _____

25. **Construction Activities.** ALL OWNERS, OCCUPANTS AND USERS OF THE CONDOMINIUM ARE HEREBY PLACED ON NOTICE THAT (1) SELLER AND/OR ITS AGENTS, CONTRACTORS, SUBCONTRACTORS, LICENSEES AND OTHER DESIGNEES, AND/OR (2) ANY OTHER PARTIES, WILL BE, FROM TIME TO TIME, CONDUCTING BLASTING, EXCAVATION, CONSTRUCTION AND OTHER ACTIVITIES WITHIN OR IN PROXIMITY TO THE CONDOMINIUM. BY THE ACCEPTANCE OF THEIR DEED OR OTHER CONVEYANCE OR MORTGAGE, LEASEHOLD, LICENSE OR OTHER

INTEREST, AND BY USING ANY PORTION OF THE CONDOMINIUM, EACH SUCH OWNER, OCCUPANT AND USER AUTOMATICALLY ACKNOWLEDGES, STIPULATES AND AGREES (1) THAT NONE OF THE AFORESAID ACTIVITIES SHALL BE DEEMED NUISANCES OR NOXIOUS OR OFFENSIVE ACTIVITIES, HEREUNDER OR AT LAW GENERALLY, (2) NOT TO ENTER UPON, OR ALLOW THEIR CHILDREN OR OTHER PERSONS UNDER THEIR CONTROL OR DIRECTION TO ENTER UPON (REGARDLESS OF WHETHER SUCH ENTRY IS A TRESPASS OR OTHERWISE) ANY UNIT OR HOME WITHIN OR IN PROXIMITY TO THE AREA OF THE CONDOMINIUM WHERE SUCH ACTIVITY IS BEING CONDUCTED (EVEN IF NOT BEING ACTIVELY CONDUCTED AT THE TIME OF ENTRY, SUCH AS AT NIGHT OR OTHERWISE DURING NON-WORKING HOURS), (3) TO THE EXTENT PERMITTED OR NOT PROHIBITED UNDER APPLICABLE LAW, SELLER AND THE OTHER AFORESAID RELATED PARTIES SHALL NOT BE LIABLE FOR ANY AND ALL LOSSES, DAMAGES (COMPENSATORY, CONSEQUENTIAL, PUNITIVE OR OTHERWISE), INJURIES OR DEATHS ARISING FROM OR RELATING TO THE AFORESAID ACTIVITIES, EXCEPT RESULTING DIRECTLY FROM SELLER'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, (4) ANY PURCHASE OR USE OF ANY PORTION OF THE CONDOMINIUM HAS BEEN AND WILL BE MADE WITH FULL KNOWLEDGE OF THE FOREGOING, AND (5) THIS ACKNOWLEDGMENT AND AGREEMENT IS A MATERIAL INDUCEMENT TO SELL, CONVEY, AND/OR ALLOW THE USE OF THE UNIT.

26. Dangerous Condition; Construction Work.

26.1 Buyer understands and agrees that the Property is a construction site and that the Property and the improvements, equipment and supplies thereon constitute a danger to those who may enter on the Property. Buyer shall not enter onto the Condominium prior to Closing unless authorized and accompanied by Seller's representative. Any unauthorized, unaccompanied entry by Buyer shall constitute a breach of this Agreement by Buyer, at Seller's election. Moreover, any entry by Buyer onto the Condominium prior to Closing shall be done at Buyer's own risk and in compliance with all federal, state and local safety laws and regulations. To the extent permitted or not prohibited by applicable law, Buyer waives, releases and shall indemnify, defend and hold harmless Indemnified Parties from and against any Claims made by Buyer, Buyer's family members or guests, as a direct or indirect result of any such unauthorized, unaccompanied entry onto the Property.

26.2 Buyer agrees that supervision and direction of the working forces, including, without limitation, all contractors and subcontractors, is to be done exclusively by Seller, and Buyer agrees not to issue any instructions to the working forces or otherwise hinder construction or installation of improvements to the Property. Buyer shall not do or have any work done on the Property, nor may Buyer store any possessions thereon, prior to Closing and transfer of title to the Property to Buyer.

26.3 Buyer agrees that any and all controversies, disputes and claims arising under this Section shall be resolved through mediation or binding arbitration in accordance with the terms of this Agreement.

27. Buyer's Option. **THIS AGREEMENT IS VOIDABLE BY BUYER BY DELIVERING WRITTEN NOTICE OF BUYER'S INTENTION TO CANCEL WITHIN FIFTEEN (15) DAYS AFTER THE DATE OF EXECUTION OF THIS AGREEMENT BY THE BUYER AND RECEIPT BY BUYER OF ALL OF THE ITEMS REQUIRED TO BE DELIVERED TO HIM OR HER (BUYER) BY DEVELOPER (SELLER) UNDER SECTION 718.503, FLORIDA STATUTES. THIS AGREEMENT IS ALSO VOIDABLE BY BUYER BY DELIVERING WRITTEN NOTICE OF THE BUYER'S INTENTION TO CANCEL WITHIN FIFTEEN (15) DAYS AFTER THE DATE OF RECEIPT FROM DEVELOPER (SELLER) OF ANY AMENDMENT WHICH MATERIALLY ALTERS OR MODIFIES THE OFFERING IN A MANNER THAT IS ADVERSE TO BUYER. ANY PURPORTED WAIVER OF THESE VOIDABILITY RIGHTS SHALL BE OF NO EFFECT. BUYER MAY EXTEND THE TIME FOR CLOSING FOR A PERIOD OF NOT MORE THAN FIFTEEN (15) DAYS AFTER BUYER HAS RECEIVED ALL OF THE ITEMS REQUIRED. BUYER'S RIGHT TO VOID THIS AGREEMENT SHALL TERMINATE AT CLOSING. FIGURES CONTAINED IN ANY BUDGET DELIVERED TO THE BUYER PREPARED IN ACCORDANCE WITH THE CONDOMINIUM ACT ARE ESTIMATES ONLY AND REPRESENT AN APPROXIMATION OF FUTURE EXPENSES BASED ON FACTS AND CIRCUMSTANCES EXISTING AT THE TIME OF THE PREPARATION OF THE BUDGET BY THE DEVELOPER. ACTUAL COSTS OF SUCH ITEMS MAY EXCEED THE ESTIMATED COSTS. SUCH CHANGES IN COST DO NOT CONSTITUTE MATERIAL ADVERSE CHANGES IN THE OFFERING.**

28. Warranties.

28.1 Limitation of Warranties.

28.1.1 Buyer acknowledges that at the time of execution of this Agreement, Seller has no reason to know of any particular purpose Buyer has in purchasing the Unit and items of personal property located therein other than normal residential use. From and after Closing, Buyer will only be entitled to receive the benefits of the statutory warranties provided by Section 718.203 of the Florida Statutes, and no written or other warranties are given by Seller with respect to the Unit or the Condominium. In addition, any and all manufacturers' warranties on personalty and fixtures will, to the extent allowable, be passed through to Buyer at Closing and all items covered by manufacturers' warranties are expressly not warranted by Seller.

28.1.2 WITH THE EXCEPTION OF THE WARRANTIES PROVIDED BY SECTION 718.203 OF THE FLORIDA STATUTES, TO THE MAXIMUM EXTENT PERMITTED BY LAW, SELLER DISCLAIMS ANY AND ALL WARRANTIES, INCLUDING IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS, FITNESS FOR A PARTICULAR PURPOSE, HABITABILITY, INTENDED USE, WORKMANSHIP, OR CONSTRUCTION RESPECTING THE UNIT, COMMON ELEMENTS OF THE CONDOMINIUM, AND ALL FIXTURES OR ITEMS OF PERSONAL PROPERTY SOLD PURSUANT TO THIS AGREEMENT, OR ANY OTHER REAL OR PERSONAL PROPERTY WHATSOEVER CONVEYED IN CONNECTION WITH THE SALE OF THE PROPERTY, OR LOCATED WITHIN THE CONDOMINIUM WHETHER ARISING FROM THIS AGREEMENT, USAGE, TRADE, IMPOSED BY STATUTE, COURSE OF DEALING, CASE LAW OR OTHERWISE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SELLER HEREBY DISCLAIMS ANY AND ALL EXPRESS OR IMPLIED WARRANTIES AS TO DESIGN, CONSTRUCTION, VIEW, SOUND AND/OR ODOR TRANSMISSION, FURNISHING AND EQUIPPING OF THE CONDOMINIUM, THE EXISTENCE OF MOLD, MILDEW, SPORES, FUNGI AND/OR OTHER TOXINS WITHIN THE CONDOMINIUM, EXCEPT ONLY THOSE SET FORTH IN

Buyer _____ Buyer _____

SECTION 718.203 OF THE FLORIDA STATUTES TO THE EXTENT APPLICABLE TO SELLER AND TO THE EXTENT THAT SAME HAVE NOT EXPIRED BY THEIR TERMS. SELLER HAS NOT GIVEN AND BUYER HAS NOT RELIED ON OR BARGAINED FOR ANY SUCH WARRANTIES.

28.2 SELLER MAKES NO REPRESENTATION OR WARRANTY CONCERNING GEOLOGICAL OR ENVIRONMENTAL MATTERS SUCH AS RADON GAS AND SPECIFICALLY EXCLUDES SUCH GEOLOGICAL AND ENVIRONMENTAL MATTERS FROM ANY WARRANTIES GIVEN UNDER THIS AGREEMENT.

28.3 Normal swelling, expansion and contraction of materials and construction, and any cracks appearing as a result thereof or as a result of settlement of, in or on the Unit shall not be deemed to be construction defects. Upon Closing, Seller shall deliver to Buyer all manufacturers' warranties, if any, covering the consumer products (if any) to be conveyed to Buyer hereunder; provided, however, SELLER SHALL NOT THEREBY BE DEEMED TO WARRANT ANY SUCH CONSUMER PRODUCT OR TO ADOPT ANY LIABILITY FOR ANY SUCH MANUFACTURERS' WARRANTY THEREOF.

28.4 Given the climate and humid conditions in Florida, mold, mildew, spores, fungi and/or other toxins may exist and/or develop within the Condominium and the Unit. Buyer is hereby advised that certain mold, mildew, spores, fungi and/or other toxins may be, or if allowed to remain for a sufficient period may become, toxic and potentially pose a health risk. By closing, Buyer shall be deemed to have assumed the risks associated with mold, mildew, spores, fungi and/or other toxins and to have released Seller from any and all claims and liability resulting from same. Without limiting the generality of the foregoing, Seller hereby disclaims any and all express or implied warranties as to design, construction, view, sound and/or odor transmission, furnishing and equipping of the Unit and the Condominium, the existence of mold, mildew, spores, fungi and/or other toxins within the Unit and the Condominium, except only those set forth in Section 718.203 of the Florida Statutes to the extent applicable or to the extent that same have not expired by their terms. Seller has not given and Buyer has not relied on or bargained for any such warranties. Without limiting the generality of the foregoing, leaks, wet flooring and moisture will contribute to the growth of mold, mildew, fungus or spores. Buyer understands and agrees that Seller is not responsible, and hereby disclaims any responsibility for any illness or allergic reactions which may be experienced by Buyer, its family members and/or its or their guest, tenants, and invitees as a result of mold, mildew, fungus or spores. It is the Buyer's responsibility to keep the Unit clean, dry, well ventilated and free of contamination.

28.5 Buyer acknowledges and agrees that Seller has made no representations or warranties regarding (i) the economic advantages or disadvantages of purchasing the Unit, (ii) any potential increase in the value of the Unit above the Total Purchase Price, or (iii) the purchase of the Unit as an investment or for other economic purposes, and Buyer has and will rely on its own determination of such matters in purchasing the Unit.

28.6 Buyer agrees that no warranties, express or implied, representations, understandings, guarantees or promises have been made to or relied upon by Buyer in making the determination to execute this Agreement.

28.7 Buyer acknowledges and agrees that Seller has made no representations or warranties regarding the existence or quality of any views that will be visible from the Unit when completed, and Buyer understands and agrees that the view from the Unit can and will only be determined upon completion of the Unit, and the Condominium, and that any views that can be anticipated from models, sketches or other materials attempting to show how the Condominium will look upon completion cannot be relied upon for such purpose, and Buyer is not purchasing the Unit in reliance on the Unit having any particular view.

28.8 No Warranties for Third Party Construction. Seller does not warrant any of the work performed in the Unit or the Condominium by third party contractors, not hired by Seller, prior to or after the Closing and shall not be liable for any defects in the work performed by third party contractors not hired by Seller, nor for any adverse impact to the Unit or Condominium caused thereby.

29. OFAC. Executive Order 13224 requires all United States entities and persons to block assets and not transact business with entities, countries and persons (specifically designated nationals) set forth by the Office of Foreign Asset Control ("**OFAC**"). This requirement applies to all homebuilding entities in The Lennar Family of Builders (including but not limited to Seller), Universal American Mortgage Company, LLC and all of its affiliates, and North American Title Company and all of its affiliates (collectively, the "**Lennar Affiliates**"). Accordingly, each of Seller and the Lennar Affiliates will check current OFAC lists and other publications in connection with each potential transaction, loan, or unit sale. In order to check the OFAC list, Buyer must provide to Seller a government issued identification card (this might include a driver's license, birth certificate, passport or resident alien card). To the extent Buyer (or any single person or entity constituting a part of Buyer) matches a name or entity on any such OFAC list or publication, the transactions with Buyer contemplated under or in connection with this Agreement will be immediately suspended, and Buyer shall be reported as instructed by the OFAC.

30. Agreement Not to be Recorded. Buyer covenants that Buyer shall not record this Agreement (or any memorandum thereof) in the Public Records of the County. Buyer agrees, if Buyer records this Agreement, to pay all of Seller's attorneys' fees, paraprofessional fees and expenses incurred in removing the cloud in title caused by such recordation. Seller's rights under this Section shall be in addition to Seller's remedies for Buyer's default provided elsewhere in this Agreement.

31. Transfer, Assignment and Persons Bound. Buyer agrees that Buyer will not, and does not have the right to, assign, sell or transfer Buyer's interest in this Agreement (whether voluntarily or by operation of law or otherwise) without Seller's prior written consent. If Buyer is a corporation, other business entity, trustee or nominee, a transfer of any material equity or beneficial or principal interest shall constitute an assignment of this Agreement. If Buyer attempts to assign this Agreement in violation of this Section, Seller can declare Buyer in default and Seller shall be entitled to all remedies available under this Agreement. Buyer agrees that Seller may withhold its consent with or without any reason or condition in any manner it chooses (if it gives it at all) and may charge Buyer a reasonable amount to cover administrative costs incurred in considering whether or not to grant consent. If Buyer dies or in any way loses legal control of his/her affairs, this Agreement will bind his/her heirs and legal representatives. If Buyer has received Seller's permission to assign or transfer this Agreement, then Buyer's approved assignees shall be bound by the terms of this Agreement. If more than one person signs this Agreement as Buyer, each such person shall be jointly and severally liable for full performance of all of Buyer's duties and obligations hereunder.

32. **Time of the Essence.** Buyer acknowledges that time is of the essence in connection with the transactions contemplated under this Agreement.
33. **Interpretation and Computation of Time.** The use of the masculine gender in this Agreement shall be deemed to refer to the feminine or neuter gender, and the singular shall include the plural, and vice versa, whenever the context so requires. This Agreement reflects the negotiated agreement of the parties. Each party acknowledges that they have been afforded the opportunity to seek competent legal counsel, and each has made an informed choice as to whether or not to be represented by legal counsel. Accordingly, this Agreement shall be construed as if both parties jointly prepared it, and no presumption against one party or the other shall govern the interpretation or construction of any of the provisions of this Agreement. Any reference in this Agreement to the time periods of less than five (5) days shall, in the computation thereof, exclude Saturdays, Sundays and legal holidays. Any reference in this Agreement to time periods of five (5) days or more shall, in computation thereof, include Saturdays, Sundays and legal holidays. If the last day of any such period is a Saturday, Sunday or legal holiday, the period shall be extended to 5:00 p.m. on the next full business day. The section headings in this Agreement are for convenience only and shall not affect the meaning, interpretation or scope of the provisions which follow them.
34. **Notice.** Except as provided in the Closing Section of this Agreement with respect to notices of the scheduled Closing Date, any notice required or permitted to be given in connection with this Agreement shall be in writing and sent by United States certified mail with return receipt requested, overnight professional courier or electronic transmission (with confirmation and copy by (1) certified mail, if Buyer's address is within the United States or (2) overnight professional courier, if to a Buyer whose address is outside of the United States) to Buyer or Seller at the addresses on Page 1 of this Agreement (unless Seller has received written notice from Buyer of any change therein prior to the date such notice is given), and additionally to Seller by hand delivery at Seller's sales office. All notices shall only be effective upon receipt or refusal to accept receipt (by failure to accept delivery or otherwise).
35. **Waiver.** Seller's waiver of any of its rights or remedies shall not operate to waive any other of Seller's rights or remedies or to prevent Seller from enforcing the waived right or remedy in another instance.
36. **Survival.** Buyer and Seller specifically agree that notwithstanding anything to the contrary, the rights and obligations as set forth in all provisions and disclaimers in this Agreement shall survive (1) the Closing of the purchase of the Property; (2) the termination of this Agreement by either party; or (3) the default of this Agreement by either party, unless expressly stated otherwise.
37. **Incorporation and Severability.** The explanations and disclaimers set forth in the Condominium Documents are incorporated into this Agreement. In the event that any clause or provision of this Agreement shall be void or unenforceable, such clause or provision shall be deemed deleted so that the balance of this Agreement is enforceable.
38. **Governing Law.** Any disputes that develop under this Agreement or questions regarding the interpretation of this Agreement will be settled according to the law of the state where the Property is located to the extent federal law is not applicable.
39. **Entire Agreement.** BUYER CERTIFIES THAT BUYER HAS READ EVERY PROVISION OF THIS AGREEMENT, WHICH INCLUDES EACH RIDER AND ADDENDUM ATTACHED HERETO AND THAT THIS AGREEMENT, TOGETHER WITH EACH SUCH RIDER AND ADDENDUM, CONSTITUTES THE ENTIRE AGREEMENT BETWEEN BUYER AND SELLER. PRIOR AGREEMENTS, REPRESENTATIONS, UNDERSTANDINGS, AND ORAL STATEMENTS NOT REFLECTED IN THIS AGREEMENT HAVE NO EFFECT AND ARE NOT BINDING ON SELLER. BUYER ACKNOWLEDGES THAT BUYER HAS NOT RELIED ON ANY REPRESENTATIONS, NEWSPAPERS, RADIO OR TELEVISION ADVERTISEMENTS, WARRANTIES, STATEMENTS, OR ESTIMATES OF ANY NATURE WHATSOEVER, WHETHER WRITTEN OR ORAL, MADE BY SELLER, SALES PERSONS, AGENTS, OFFICERS, EMPLOYEES, COOPERATING BROKERS (IF ANY) OR OTHERWISE EXCEPT AS HEREIN SPECIFICALLY REPRESENTED. BUYER HAS BASED HIS/HER/THEIR DECISION TO PURCHASE THE PROPERTY ON PERSONAL INVESTIGATION, OBSERVATION AND THE CONDOMINIUM DOCUMENTS. Nothing contained in this Section 39 shall be deemed to limit any rights Buyer may have under Section 718.506(1) of the Florida Statutes.
40. **Modification.** This Agreement is the entire agreement for the sale and purchase of the Property and once it is signed by both Buyer and an authorized agent of Seller, it can only be amended by a written agreement signed by both Buyer and Seller.
41. **Additional Changes.** Notwithstanding Section 40 of this Agreement, Buyer agrees that it may be necessary (at any time and from time to time) after Buyer executes this Agreement for Seller, and/or the developer or declarant under the Condominium Documents, to change the terms and provisions of this Agreement and/or the Condominium Documents to comply with and conform to the rules and regulations (as same may exist and as same may be promulgated from time to time) of any governmental agency, subdivision or authority or court of competent jurisdiction. Notwithstanding Section 40 of this Agreement, Seller, and/or the developer or declarant under the Condominium Documents, shall have the right to amend all Condominium Documents for development or other purposes.
42. **Inducement.** Buyer acknowledges that the sole inducement to close on the purchase of the Property is the Unit itself and not (1) the common facilities comprising part of the Condominium, if any, or (2) any expectation that the Property will increase in value.
43. **Reservation of Easement.** For the purpose of completing the construction and servicing of the Property and Condominium, Seller hereby reserves an easement of ingress and egress for itself and its successors and assigns, and each of their respective agents, employees, materialmen and subcontractors, over, under and upon the Property for a period of one (1) year after Closing. Seller shall provide reasonable notice to Buyer before exercising easement rights granted herein.
44. **Riders and Addenda.** This Agreement consists of fourteen (14) pages and the following Riders and Addenda, which are attached hereto and by this reference made a part of this Agreement:

Check (☑) all that apply:

- | | |
|---|---|
| <input type="checkbox"/> Rider 1 (Southwest Division) | <input type="checkbox"/> Energy Rating Brochure |
| <input type="checkbox"/> Condominium Master Disclosure and Information Addendum | <input type="checkbox"/> Community Development District Brochure |
| <input type="checkbox"/> Condominium Purchase Price and Payment Addendum | <input type="checkbox"/> Sales Incentive Addendum |
| <input type="checkbox"/> Affiliated Business Arrangement Disclosure Statement | <input type="checkbox"/> Cooperating Broker Agreement |
| <input type="checkbox"/> Election Form Addendum | <input type="checkbox"/> FHA/VA Addendum |
| <input type="checkbox"/> Insulation Addendum | <input type="checkbox"/> Out of State Non-Solicitation Addendum (Multi-State) |
| <input type="checkbox"/> Indoor Environmental Quality Disclosure | <input type="checkbox"/> Out of State Non-Solicitation Addendum (New Jersey) |
| <input type="checkbox"/> Receipt for Condominium Documents | <input type="checkbox"/> Out of State Non-Solicitation Addendum (New York) |
| <input type="checkbox"/> Addendum for Natural and Manmade Products | <input type="checkbox"/> Out of State Non-Solicitation Addendum (Puerto Rico) |
| <input type="checkbox"/> Approved Lender Addendum | <input type="checkbox"/> _____ |

45. **Offer to Purchase/Effective Date.** This Agreement, when executed by Buyer and delivered to Seller, together with the Initial Deposit specified hereunder, shall constitute an offer by Buyer to purchase the Property in accordance with the terms and conditions provided herein, and shall not be binding upon Seller until such time as an authorized agent of Seller has executed this Agreement. The date of such acceptance is the “**Effective Date**” of this Agreement. In the event Buyer’s offer is not accepted by Seller, all paid Deposits made by Buyer to Seller to date shall be returned to Buyer, and Buyer’s offer shall be deemed withdrawn.

46. **Property Tax Disclosure.** Pursuant to Section 689.261 of the Florida Statutes, Seller provides the following notice: BUYER SHOULD NOT RELY ON THE SELLER’S CURRENT PROPERTY TAXES AS THE AMOUNT OF PROPERTY TAXES THAT THE BUYER MAY BE OBLIGATED TO PAY IN THE YEAR SUBSEQUENT TO PURCHASE. A CHANGE OF OWNERSHIP OR PROPERTY IMPROVEMENTS TRIGGERS REASSESSMENTS OF THE PROPERTY THAT COULD RESULT IN HIGHER PROPERTY TAXES. IF YOU HAVE ANY QUESTIONS CONCERNING VALUATION, CONTACT THE COUNTY PROPERTY APPRAISER’S OFFICE FOR INFORMATION.

47. **Florida Homeowners’ Construction Recovery Fund.** Pursuant to Section 489.1425 of the Florida Statutes, Seller provides the following notice. PAYMENT MAY BE AVAILABLE FROM THE FLORIDA HOMEOWNERS’ CONSTRUCTION RECOVERY FUND IF YOU LOSE MONEY ON A PROJECT PERFORMED UNDER CONTRACT, WHERE THE LOSS RESULTS FROM SPECIFIED VIOLATIONS OF FLORIDA LAW BY A LICENSED CONTRACTOR. FOR INFORMATION ABOUT THE RECOVERY FUND AND FILING A CLAIM, CONTACT THE FLORIDA CONSTRUCTION INDUSTRY LICENSING BOARD AT THE FOLLOWING TELEPHONE NUMBER AND ADDRESS: (850) 487-1395, 1940 N. MONROE ST., SUITE 60, TALLAHASSEE, FLORIDA 32399-2202.

48. **Energy Rating.** Pursuant to Section 553.996 of the Florida Statutes, Buyer may request that Seller cause a State Certified Energy Rater to perform an energy efficiency rating on the Unit being purchased. Buyer hereby releases Seller from any responsibility or liability for the accuracy or level of the rating and Buyer understands and agrees that this Agreement is not contingent upon Buyer approving the rating, that the rating is solely for Buyer’s own information and that Buyer will pay the total cost of the rating. Buyer hereby acknowledges that receipt of a brochure from The Florida Energy Gauge Program regarding Florida’s Building Energy Rating System (the “**Energy Rating Brochure**”).

49. **Energy Performance Level Display Card.** At the written request of Buyer, Seller shall provide Buyer with an Energy Performance Level (“**EPL**”) Display Card by way of Addendum to this Agreement pursuant to Section 553.9085 of the Florida Statutes.

50. **Radon Gas Notice and Disclaimer.** This disclosure is required by Section 404.056 of the Florida Statutes. Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county health department.

51. **Chapter 558 Notice of Claim.** In accordance with Florida law, Seller provides Buyer with the following notice:

ANY CLAIMS FOR CONSTRUCTION DEFECTS ARE SUBJECT TO THE NOTICE AND CURE PROVISIONS OF CHAPTER 558, FLORIDA STATUTES.

If Buyer rejects any settlement offer made pursuant to such Florida law by Seller or other contractors, subcontractors, suppliers or design professionals hired by, through or under Seller or its affiliates (collectively, “**Protected Parties**”), and Buyer elects to proceed with an action against one or more Protected Parties, Buyer acknowledges that the dispute must be resolved by mediation or, if not resolved by mediation, by binding arbitration as provided in this Agreement. Further, all other provisions of this Agreement respecting disputes remain in full force and effect.

52. **Counterparts and Signatures.** This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original and a complete set of which shall comprise but a single instrument. Signatures may be given via electronic transmission and shall be deemed given as of the date and time of the transmission of this Agreement to the other party.

53. Disclosure Summary.

53.1 AS A BUYER (PURCHASER) OF A UNIT IN THIS CONDOMINIUM, UPON CONVEYANCE AND RECORDING OF THE DEED TO THE PROPERTY, YOU WILL BE OBLIGATED TO BE A MEMBER OF THE FOLLOWING HOMEOWNERS’ ASSOCIATION(S) AND/OR CLUB: (i) TREVISO BAY PROPERTY OWNERS MASTER ASSOCIATION, INC. (“MASTER ASSOCIATION”) AND (ii) TREVISO BAY GOLF CLUB, INC. (“GOLF CLUB”).

53.2 THERE HAVE BEEN OR WILL BE RECORDED RESTRICTIVE COVENANTS GOVERNING THE USE AND OCCUPANCY OF PROPERTIES IN TREVISO BAY (“MASTER COMMUNITY”). IN ADDITION, THERE HAVE BEEN OR WILL BE RECORDED RESTRICTIVE CLUB COVENANTS (“GOLF DECLARATION”) REQUIRING MEMBERSHIP IN THE TREVISO BAY GOLF CLUB.

53.3 YOU WILL BE OBLIGATED TO PAY ASSESSMENTS TO THE MASTER ASSOCIATION. THE MASTER ASSOCIATION ASSESSMENTS MAY BE SUBJECT TO PERIODIC CHANGE. IF APPLICABLE, THE CURRENT AMOUNT OF THE MASTER ASSOCIATION ASSESSMENTS IS \$1,446.00 PER YEAR (PLUS \$505.32 PER YEAR FOR CABLE) [IF NOT APPLICABLE, MARK N/A] IN ADDITION TO AN ASSESSMENT OF \$500.00 FOR FOOD PER YEAR FOR USE OF THE RESTAURANT WHEN THE RESTAURANT IS COMPLETED AND IS OPEN FOR BUSINESS (WHICH AMOUNT MAY BE INCREASED FROM TIME TO TIME). YOU WILL ALSO BE OBLIGATED TO PAY ANY SPECIAL ASSESSMENTS IMPOSED BY THE MASTER ASSOCIATION. SUCH SPECIAL ASSESSMENTS MAY BE SUBJECT TO CHANGE. IF APPLICABLE, THE CURRENT AMOUNT IS \$ N/A PER N/A [IF NOT APPLICABLE, MARK N/A].

53.4 YOU WILL BE OBLIGATED TO PAY GOLF CLUB DUES TO THE GOLF CLUB OWNER IN CONNECTION WITH A MANDATORY GOLF CLUB MEMBERSHIP IN THE GOLF CLUB. IF APPLICABLE, THE CURRENT AMOUNT IS \$2,554.00 PER YEAR [IF NOT APPLICABLE, MARK N/A]. GOLF CLUB DUES MAY BE SUBJECT TO PERIODIC CHANGE. YOU MAY ALSO BE OBLIGATED TO PAY ANY SPECIAL ASSESSMENTS IMPOSED BY THE GOLF CLUB OWNER. SUCH SPECIAL ASSESSMENTS MAY BE SUBJECT TO PERIODIC CHANGE.

53.5 YOU MAY BE OBLIGATED TO PAY SPECIAL ASSESSMENTS TO THE RESPECTIVE MUNICIPALITY, COUNTY, SPECIAL DISTRICT, OR COMMUNITY DEVELOPMENT DISTRICT. ALL ASSESSMENTS ARE SUBJECT TO PERIODIC CHANGE.

53.6 YOUR FAILURE TO PAY SPECIAL ASSESSMENTS OR ASSESSMENTS LEVIED BY THE MASTER ASSOCIATION AND/OR GOLF CLUB COULD RESULT IN A LIEN ON YOUR PROPERTY.

53.7 THERE MAY BE AN OBLIGATION TO PAY RENT OR LAND USE FEES FOR RECREATIONAL OR OTHER COMMONLY USED FACILITIES AS AN OBLIGATION OF MEMBERSHIP IN THE MASTER ASSOCIATION. IF APPLICABLE, THE CURRENT AMOUNT IS \$ N/A PER N/A [IF NOT APPLICABLE, MARK N/A].

53.8 THE DEVELOPER [SELLER] MAY HAVE THE RIGHT TO AMEND THE RESTRICTIVE COVENANTS OF THE MASTER ASSOCIATION WITHOUT THE APPROVAL OF THE MASTER ASSOCIATION OR THE PROPERTY OWNERS. IN ADDITION, IF THE GOLF CLUB IS STILL UNDER THE CONTROL OF THE DEVELOPER [SELLER], THE DEVELOPER [SELLER] MAY HAVE THE RIGHT TO AMEND THE GOLF DECLARATION WITHOUT THE APPROVAL OF THE GOLF CLUB MEMBERS.

53.9 THE SELLER MAY HAVE THE RIGHT TO AMEND THE RESTRICTIVE COVENANTS OF THE MASTER ASSOCIATION WITHOUT THE APPROVAL OF THE MASTER ASSOCIATION OR THE PROPERTY OWNERS. IN ADDITION, IF THE GOLF CLUB IS STILL UNDER THE CONTROL OF THE SELLER, THE SELLER MAY HAVE THE RIGHT TO AMEND THE GOLF DECLARATION WITHOUT THE APPROVAL OF THE GOLF CLUB MEMBERS.

53.10 THE STATEMENTS CONTAINED IN THIS DISCLOSURE FORM ARE ONLY SUMMARY IN NATURE, AND AS A PROSPECTIVE PURCHASER, YOU SHOULD REFER TO THE MASTER ASSOCIATION GOVERNING DOCUMENTS AND GOLF CLUB PLAN BEFORE PURCHASING THE PROPERTY.

53.11 THESE DOCUMENTS ARE EITHER MATTERS OF PUBLIC RECORD AND CAN BE OBTAINED FROM THE RECORD OFFICE IN THE COUNTY WHERE THE PROPERTY IS LOCATED, OR ARE NOT RECORDED AND CAN BE OBTAINED FROM THE DEVELOPER.

Buyer’s Initials _____

[THE REST OF THIS PAGE LEFT INTENTIONALLY BLANK]

ANY PAYMENT IN EXCESS OF TEN PERCENT (10%) OF THE PURCHASE PRICE MADE TO DEVELOPER (SELLER) PRIOR TO CLOSING PURSUANT TO THIS AGREEMENT MAY BE USED FOR CONSTRUCTION PURPOSES BY THE DEVELOPER (SELLER).	Pursuant to Section 190.048, Florida Statutes, Seller provides the following notice: THE WENTWORTH ESTATES COMMUNITY DEVELOPMENT DISTRICT MAY IMPOSE AND LEVY TAXES OR ASSESSMENTS, OR BOTH TAXES AND ASSESSMENTS, ON THIS PROPERTY. THESE TAXES AND ASSESSMENTS PAY THE CONSTRUCTION, OPERATION, AND MAINTENANCE COSTS OF CERTAIN PUBLIC FACILITIES AND SERVICES OF THE DISTRICT AND ARE SET ANNUALLY BY THE GOVERNING BOARD OF THE DISTRICT. THESE TAXES AND ASSESSMENTS ARE IN ADDITION TO COUNTY AND OTHER LOCAL GOVERNMENTAL TAXES AND ASSESSMENTS AND ALL OTHER TAXES AND ASSESSMENTS PROVIDED FOR BY LAW.
--	--

THE INITIAL DEPOSIT HAS BEEN RECEIVED BY SELLER SUBJECT TO CLEARANCE.

SELLER: LENNAR HOMES, LLC

New Home Consultant
Date:_____

THIS AGREEMENT IS NOT BINDING ON SELLER UNTIL ACCEPTED BELOW BY AN AUTHORIZED AGENT OF SELLER.

SELLER: LENNAR HOMES, LLC

Authorized Agent of Seller
Date:_____

Buyer
Date:_____

Buyer
Date:_____

Buyer
Date:_____

Buyer
Date:_____

MIADOCS 3581645 1

RIDER 1

(Southwest Division)

THIS RIDER 1 (Southwest Division) (this "**Rider 1**") is executed in conjunction with and, by this reference, incorporated into the Purchase and Sale Agreement (the "**Agreement**") entered into as of the _____ day of _____, 20____, between _____ ("**Buyer**") and Seller, as defined in the Agreement, respecting Unit _____ Building _____ in the Condominium.

1. **Defined Terms.** All initially capitalized terms not defined herein shall have the meanings set forth in the Agreement, and all references in this Rider 1 to the Agreement shall be deemed to include references to this Rider 1 and to any other rider and addenda attached to the Agreement, which are hereby incorporated by this reference. In addition to those terms, the following terms shall have the meanings set forth below:

"Closing Date Notice Period" shall mean at least ten (10) days prior to the Closing Date.

"Mortgage Period" shall mean thirty (30) days if this Agreement is contingent on Buyer obtaining financing as indicated in the Purchase and Sale Agreement.

2. **Application for Loan.**

2.1 Notwithstanding any provision in this Agreement to the contrary, if Buyer is applying for a loan in excess of eighty percent (80%) of the Total Purchase Price, and the Unit is not being acquired as a primary residence, Buyer agrees to accept a loan equal to eighty percent (80%) of the Total Purchase Price if the institutional lender considering Buyer's loan application will not approve a loan in excess of eighty percent (80%) of the Total Purchase Price.

2.2 If Buyer provides a written disapproval of loan within the Mortgage Period, Seller shall refund the Deposit to Buyer, but Seller may withhold from Buyer's Deposit a reasonable amount, not to exceed One Hundred Twenty-Five Dollars (\$125.00), to cover administrative costs due to denial of Buyer by a Lender within the Mortgage Period, and thereupon the parties hereto shall be released from all liability hereunder without any further acts by either party.

3. **Builder's Fee.** Buyer acknowledges and agrees that in connection with the purchase of the Property, Buyer shall pay to Seller a builder's fee, equal to **\$2,000.00** (the "**Builder's Fee**"). The Builder's Fee is imposed in connection with all Unit sales in the Condominium, regardless of whether Buyer finances the purchase of the Property. The Builder's Fee represents additional compensation to Seller and principally is intended to cover various out-of-pocket and internal costs and expenses associated with the development of the Condominium. This fee is due at Closing. The Builder's Fee is separate from any and all Closing Costs (defined herein below). While the Builder's Fee is payable, along with various other fees, costs and amounts at Closing, the Builder's Fee is not a settlement fee associated with any loan that Buyer may obtain to finance the purchase of the Property.

4. **Closing Costs.** BUYER UNDERSTANDS AND AGREES THAT IN ADDITION TO THE TOTAL CASH TO CLOSE (WHICH AMOUNT IS SPECIFIED IN SECTION 2 OF THE AGREEMENT AND THE CONDOMINIUM PURCHASE PRICE AND PAYMENT ADDENDUM), BUYER SHALL PAY CERTAIN OTHER FEES, BUILDER'S FEE AND CLOSING COSTS, IF ANY, AT CLOSING (LISTED BELOW). IN CONNECTION THEREWITH, WITHOUT LIMITATION, THE ITEMS LISTED BELOW WILL COLLECTIVELY BE REFERRED TO AS "**CLOSING COSTS.**" NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, IN THE CASE OF AN FHA/VA OR FANNIE MAE LOAN, BUYER SHALL NOT PAY FOR ANY COSTS PROHIBITED BY HUD (FHA), VA OR FANNIE MAE REGULATIONS. ALL REFERENCES TO "**PRO RATA SHARES**" WILL BE DEEMED A TIME PRORATION, BASED ON THE DATE OF CLOSING, WITH BUYER PAYING AMOUNTS ACCRUED ON AND AFTER THE DATE OF CLOSING. The Closing Costs include, without limitation:

4.1 The premium for a policy of owner's title insurance, any real property transfer taxes in connection with the transfer of the Property, the cost of the documentary stamp taxes or other taxes on the Deed, and the cost to record the Deed. Should the settlement charges that VA does not allow Buyer to pay exceed the amount, if any, to be paid by Seller, Seller at its sole discretion may terminate the Agreement and refund Buyer's earnest money. Should the settlement charges that FHA does not allow Buyer to pay exceed the amount, if any, to be paid by Seller, Buyer may either pay the additional settlement charges or the interest rate on the loan will increase to an interest rate attainable with the settlement charges to be paid by Seller. In the event that Buyer decides to lock in the interest rate and points prior to closing, Buyer agrees to pay the difference between the market rate and the lock-in rate as of the date that the loan rate is locked.

4.2 Customary closing costs of a Buyer of a Unit in a Condominium in connection with obtaining a loan, including but not limited to items such as loan fees, loan closing costs and all other related sums, attorneys' fees, escrows for taxes and insurance, recording fees, documentary stamp taxes on the note, intangible taxes, credit reports and PMI insurance, if applicable, charged by the Lender or otherwise customary for a Buyer at Closing.

4.3 Title search updates, title examination fees and any other Closing expenses of Buyer.

4.4 All additional costs respecting the Property imposed by any governmental authority.

4.5 The cost of any obligations Buyer incurs not provided for in this Agreement.

Buyer _____ Buyer _____

4.6 Certified governmental liens (liens which can be paid pursuant to written notice), if any, shall be assumed and paid by Seller, pending governmental improvement liens shall be paid and assumed by Buyer.

4.7 A pro rata share of County interim service fees, if any.

4.8 A pro rata share of waste fees.

4.9 A pro rata share of utility deposits and capacity fees (water and/or sewer) for the Property prepaid by Seller.

4.10 Any other expenses of an owner of the Property provided for or referenced in the Condominium Documents.

4.11 Current expenses of the Property (for example: taxes, special assessments and current assessments to condominium, neighborhood, master and/or other associations) will be adjusted between Seller and Buyer as of the Closing Date. Buyer shall reimburse Seller for any prepaid expenses of the Property such as utility deposits, insurance premiums, local interim service fees, cable fees, assessments and contributions made to condominium, neighborhood, master and/or other associations, paid by Seller in advance and/or for the month in which the Closing Date occurs.

4.12 Amounts reflected in the Master Disclosure and Information Addendum to the Purchase and Sale Agreement, if any, attached hereto and incorporated herein.

4.13 A pro rata share of Buyer's assessments payable to the Association and any other mandatory membership Association or Club, as applicable, including, without limitation, those identified in the Condominium Master Disclosure and Information Addendum.

4.14 Reimbursement of reserves, if any, for deferred maintenance and/or capital improvements paid by Seller to the Association in excess of Seller's guarantee obligations pursuant to the Declaration of Condominium.

4.15 Buyer and Seller agree that if the Closing takes place in a year in which the real estate taxes on the Condominium property are on one bill and/or combined with other property, then the taxes for the year of Closing shall be prorated as of the date of Closing based upon the equitable estimated assessment to be reasonably determined by Seller and shall not be subject to reparation. Buyer shall pay to Seller at the Closing its share of such taxes. Buyer and Seller further agree that if the Closing takes place in a year in which the real estate taxes are separately assessed against individual units in the Condominium, proration of same shall take place as of the date of Closing based on the tax bill for the prior year if the bill for the current year is not yet available. Buyer shall pay such tax bill and any request for real estate tax reparation for the year in which the Closing occurs (whether such request is (i) due to the fact that the actual taxes for the year of Closing vary from the amount used in the Settlement Statement or (ii) due to clerical or scrivener's error in the Settlement Statement) must be submitted by the party requesting the adjustment and received by the non-requesting party no later than by May 31 of the year following the year in which the Closing occurs. In the event that Seller shall pay such tax bill, the aforementioned method of reparation shall also be applicable. Without limiting the foregoing, reparation shall only be available if the Unit is separately assessed in the year of the Closing.

4.16 The cost of any modifications or changes which are incurred by Seller as a result of changes in building codes, governmental rules, regulations or requirements, or the enforcement of any of the same, after the Effective Date of this Agreement, shall be paid by Buyer at the time of Closing.

4.17 The cost of soil treatment of the Property, if applicable.

4.18 The cost of courier fees.

5. **Site and Substitutions.** If Buyer purchases any upgrades or options that include specific manufacturers, Seller will provide Buyer with notice of any change in manufacturer and allow Buyer the option to choose from available manufacturers. Seller may substitute special order items relating to building materials, appliances, fixtures, windows or other elements specifically ordered by Buyer in writing upon consent of Buyer, which consent shall not be unreasonably withheld.

6. **Additional Financing and Closing Costs Disclosures.**

6.1 The Closing agent designated by Seller shall close this transaction and any related mortgage loans, if any. If Buyer desires to employ an attorney to represent Buyer, then Buyer may do so at Buyer's expense.

6.2 Although Seller may make available to Buyer the name of one or more lenders or information about one or more available financing alternatives, Buyer agrees that the choice of a lender and loan is Buyer's sole decision, and Seller has not made any promises or representations concerning the likelihood of Buyer obtaining the loan, the terms and conditions of such loan or the interest rate or fees associated with such loan.

6.3 BUYER IS HEREBY ADVISED BY SELLER THAT INTEREST RATES, LOAN FEES, AND OTHER LOAN CONDITIONS ARE NOT GUARANTEED, FIXED OR ESTABLISHED (AND SELLER MAKES NO REPRESENTATIONS OR WARRANTIES WITH RESPECT TO SUCH ITEMS) AND ARE SUBJECT TO CHANGE BY ANY LENDER. SELLER DOES NOT WARRANT OR GUARANTEE THAT COMPLETION OF THE IMPROVEMENTS OR LOAN FUNDING CAN BE ACHIEVED WITHIN LOAN

LOCK PERIODS, IF ANY, REGARDLESS OF WHETHER SUCH LOCKS ARE PAID FOR BY SELLER OR BUYER.

6.4 Responsibility for obtaining the loan and for satisfying all conditions made by the Lender with regard to the loan shall rest solely with the Buyer.

6.5 Once Buyer selects a Lender and obtains a Commitment acceptable to Seller, Buyer may change to another Lender at Buyer's discretion up to thirty (30) days prior to Closing provided Buyer notifies Seller in writing of such change and provides another Commitment (if there is a change in Lender) to Seller not later than thirty (30) days before the Closing. No changes in the Lender without Seller's prior written consent shall be permitted thereafter and any attempted change of Lender within thirty (30) days of Closing without Seller's prior written consent shall be a default hereunder. A change in Lender shall not give Buyer any right to delay the Closing or change the terms of Section 4 of the Agreement. Buyer acknowledges that the foregoing requirement is necessary to prevent Closing delays and to give Seller adequate time to make Closing arrangements.

Buyer's Initials _____

6.6 Some Lenders may have a policy of delaying a buyer's closing on a Unit until several days after the Certificate of Occupancy is issued for such Unit. Buyer acknowledges and agrees that if Buyer's Lender is unable to close on the loan at the date, time and place specified by Seller, due to any delay in the issuance of the Certificate of Occupancy respecting the Unit, Seller shall have the option to declare Buyer in default and seek the remedies stated in the Agreement, or to charge Buyer Two Hundred Fifty Dollars (\$250.00) per day for each day after the date of Closing specified by Seller until, and including, the actual Closing Date, and Seller may require that prorations be made as of the original Closing Date. This sum shall be due and payable in full at Closing. If the Certificate of Occupancy is issued on the Unit during the last day of the month for which Closing is scheduled, Buyer acknowledges and agrees that Buyer must close on the Unit on the last day of such month, at the time and place specified by Seller. If Buyer delays the Closing beyond the last day of the month for which Closing is scheduled, and Seller agrees to an extension of the date of Closing beyond the last day of the Month for which Closing is originally set, Seller shall also have the option to charge Buyer an amount equal to One Percent (1%) of the Total Purchase Price for each month after the originally scheduled Closing Date, as set forth in the Agreement.

Buyer's Initials _____

7. **Name Change or Change in Party.** As set forth in the Agreement, Buyer is not permitted to assign the Agreement without Seller's written consent. Notwithstanding the foregoing, if Buyer desires to take title to the Property in a name other than Buyer's name, Buyer must notify Seller in writing within thirty (30) days from the Effective Date of the Agreement. Upon receipt of Buyer's request, Seller shall notify Buyer whether the name change or change in party is approved by Seller, whereupon Seller and Buyer shall execute an Amendment to Change Party. If Buyer wishes to change name or change party at any time after thirty (30) days from the Effective Date, then Buyer must pay Seller Two Hundred and Fifty Dollars (\$250.00) to cover Seller's administrative expenses together with any such request. The payment of the \$250.00 administrative expenses is not a guarantee that Seller will approve any name change or change in party.

8. **Selections.** Seller will provide Buyer, when available, color and/or material choices for those items for which Buyer will have a choice, if any (in Seller's sole discretion). If Buyer fails to complete and return the color and/or material selections to Seller within (i) twenty (20) days from Buyer's execution of this Agreement if purchasing a Unit that is not yet under construction, or (ii) forty-eight (48) hours from Buyer's execution of this Agreement if purchasing a Unit under construction (the "**Selection Period**"), Buyer understands that all choices will be made by Seller and Buyer will have no reason to object to those choices. Colors of all items and materials not included in that checklist will be selected by Seller. If Buyer fails to make the required selections within the Selection Period, Seller shall make the required selections on behalf of Buyer. Buyer shall have no right to change the choices after the Selection Period. Any changes, options, alterations and extras requested by Buyer, after the Selection Period will be at Seller's discretion and subject to current prices and availability. Any changes after the Selection Period will bear an administrative charge of \$200 for each individual change to be paid by Buyer in addition to the cost of the change before the change is made. Buyer understands and agrees that any changes, alterations or extras requested by Buyer will likely delay the completion of the Unit. Administrative charges will not be credited as earnest money at Closing or refunded to Buyer under any circumstance. Dimensions of Buyer's Unit may differ from those reflected in brochures, advertisements, artist's renderings and marketing floor plans. Actual dimensions may vary upon completion of the Unit.

9. **Inspection of the Unit.** BUYER SHALL BE GIVEN AN OPPORTUNITY TO EXAMINE THE UNIT WITH SELLER'S REPRESENTATIVE PRIOR TO CLOSING ON A DATE AND TIME SCHEDULED BY SELLER (A "**HOME DEMONSTRATION**," COMMONLY REFERRED TO AS A "**WALKTHROUGH**"). AT THAT TIME, IF ANY DEFECTIVE OR INCOMPLETE ITEMS ARE NOTED, BUYER SHALL PRESENT TO SELLER AN INSPECTION STATEMENT LISTING SAID ITEMS AND SIGNED BY BUYER. IF ANY ITEMS NOTED ARE ACTUALLY DEFECTIVE IN WORKMANSHIP OR MATERIALS IN SELLER'S OPINION (IN ACCORDANCE WITH CONSTRUCTION STANDARDS PREVALENT FOR A SIMILAR UNIT IN THE COUNTY), SELLER WILL BE OBLIGATED TO CORRECT THOSE ITEMS AT SELLER'S COST. A SECOND INSPECTION (A "**NEW HOME ORIENTATION**," COMMONLY REFERRED TO AS "**ACCEPTANCE**") OF

THE UNIT WILL BE CONDUCTED PRIOR TO CLOSING, AT WHICH TIME BUYER WILL BE GIVEN AN OPPORTUNITY TO EXAMINE THE UNIT WITH SELLER'S REPRESENTATIVE TO ACKNOWLEDGE THAT ITEMS LISTED ON THE INSPECTION STATEMENT PREPARED AFTER THE FIRST INSPECTION HAVE BEEN CORRECTED. ANY REMAINING ITEMS THAT SELLER HAS AGREED TO CORRECT WILL BE CORRECTED BY SELLER AT SELLER'S SOLE COST AND EXPENSE PRIOR TO CLOSING (OR AT SELLER'S OPTION, WITHIN A REASONABLE TIME AFTER CLOSING), PROVIDED HOWEVER THAT SELLER'S OBLIGATION TO CORRECT WILL NOT BE A GROUND FOR DEFERRING THE CLOSING, NOR FOR ANY SETOFF, NOR FOR IMPOSING ANY CONDITION ON CLOSING AS LONG AS THE UNIT IS HABITABLE. THE ISSUANCE OF A CERTIFICATE OF COMPLETION OR USE SHALL BE CONCLUSIVE EVIDENCE OF HABITABILITY. NO ESCROW OR HOLDBACK OF CLOSING FUNDS OR ANY CASH TO CLOSE SHALL BE PERMITTED. IF A BUYER FAILS TO TAKE ADVANTAGE OF ANY PRE-CLOSING INSPECTION ON THE TIME AND DATE SCHEDULED BY SELLER, BUYER SHALL BE DEEMED TO HAVE WAIVED THE RIGHT TO INSPECT THE UNIT PRIOR TO CLOSING.

10. **No Right to Enter.** Buyer acknowledges that all matters pertaining to the initial construction of the Property will be performed by Seller and Seller's representatives. Buyer acknowledges and agrees that for reasons of safety and to comply with liability and insurance requirements imposed upon Seller, neither Buyer nor any agent of Buyer shall, until after the Closing, be permitted to enter upon the Property without Seller's prior written approval and without being accompanied by Seller's representative. Any permitted personal inspections shall be made at times designated by Seller and upon written permission of Seller, and shall not be allowed under any condition prior to the formal inspection described above and only with Seller's representative. Buyer agrees not to give instructions to, interfere with or interrupt any workmen at the Property. Buyer may not order any work on the Property until after the Closing, other than options, upgrades and/or extras that Seller has agreed in writing to provide. Buyer recognizes that Seller is under no obligation to agree to provide options, extras and/or upgrades. Without limiting the applicability of this Section to all obligations, representations and covenants of Buyer hereunder, Buyer specifically acknowledges that any breach by Buyer of the terms and conditions contained within this Section shall be deemed to be a "material breach" and shall entitle Seller to declare this Agreement to be in default in accordance with the provisions of the Buyer's Default Section in the Agreement. Seller's failure to promptly take any action with respect to Buyer's breach of the terms and conditions contained herein shall not be deemed a waiver of any of Seller's rights or remedies hereunder. Whenever this Agreement shall require Seller to complete or substantially complete an item of construction, unless provided specifically to the contrary herein, such item shall be deemed complete or substantially complete when so completed, in the sole and unfettered opinion of Seller. Without limiting Seller's rights contained within the Site and Substitutions Section in the Agreement, should Seller fail to provide any item of construction required to be provided or any option, extra and/or upgrade, Buyer's sole remedy therefore will be to collect an amount from Seller equal to Seller's cost for such item and for Seller's cost of installation of such item had such item been installed at the appropriate time during construction. Without limiting Seller's rights and Buyer's obligations contained within this Section and elsewhere in this Agreement, should any warranted defects in workmanship or materials be discovered before or after the Closing, Buyer agrees that Buyer's sole remedy therefore is for Seller to, at Seller's sole and absolute discretion, either repair or replace the defective item. To the extent permitted by applicable law, Seller disclaims any liability for incidental or consequential damages that may arise from a defective item.

11. **Counterparts.** This Rider 1 may be executed in counterparts, a complete set of which shall form a single document.

12. **Conflicts.** In the event of any conflict between this Rider 1 and the Agreement, this Rider 1 shall control. In all other respects, the Agreement shall remain in full force and effect.

13. **Entire Agreement.** The Agreement, together with this Rider 1 and any other addenda and riders to the Agreement, contains the entire agreement between Buyer and Seller concerning the matters set forth herein. All prior discussions, negotiations and contracts relating to investors and occupancy requirements, if any, whether oral or written, are hereby superseded by these documents. No addition or modification of this Rider 1 or the Agreement shall be effective unless set forth in writing and signed by Buyer and an authorized agent of Seller.

Buyer
Date: _____

Buyer
Date: _____

Buyer
Date: _____

Buyer
Date: _____

SELLER: LENNAR HOMES, LLC

Authorized Agent of Seller
Date: _____

CONDOMINIUM PURCHASE PRICE AND PAYMENT ADDENDUM
 LENNAR HOMES, LLC

Buyer Name: _____
 Date of Agreement: _____
 COACH HOMES I AT TREVISO BAY, A
 Condominium PHASE CONDOMINIUM Unit#/Building#/Phase#/ _____
 Address: _____, NAPLES, FL 34113
 Assigned Parking Space(s): _____ Unit Type /Model No. _____
 Started (Y/N): _____ Stage: _____
 Estimated Start Date: _____ Estimated Closing Date: _____
 Agreement Type: ☐ Primary ☐ Secondary ☐ Investment
 Select One: ☐ New Agreement ☐ Transfer ☐ Revised Agreement -- Revision #: _____

BUYER INFORMATION

Buyer(s): _____
 Buyer Existing Address: _____
 Home Phone: _____ Office Phone: _____
 Fax: _____ Cellular Phone: _____
 Email: _____
 Employer: _____ Years/Months: _____
 Co-Buyer _____
 Co- Buyer Existing Address: _____
 Home Phone: _____ Office Phone: _____
 Fax: _____ Cellular Phone: _____
 Email: _____
 Employer: _____ Years/Months: _____
 Non-Purchasing Spouse _____
 Home Phone: _____
 Cellular Phone: _____
 Email: _____

PURCHASE PRICE AND PAYMENTS

PURCHASE PRICE:

Base Purchase Price \$ _____
 Add Premium \$ _____
 Options, Upgrades and Extras per Change Order Summary \$ _____
 Less Incentive toward the Total Purchase Price of the Home <only if non-zero> \$ _____
Total Purchase Price \$ _____

PAYMENTS

Initial Deposit Check # \$ _____
 Additional Deposit Check # \$ _____
 Due<Received Check #> \$ _____
 Due<Received Check #> \$ _____
Advanced Payment for Options, Extras and/or Upgrades \$ _____
 Due<Received Check #> \$ _____
 Due<Received Check #> \$ _____
 Due<Received Check #> \$ _____
Total Payments \$ _____
Amount to be financed or paid by cashier’s check at closing (approximate) \$ _____
 (Total Purchase Price less total payments does not include FHA, MIP, VA, Funding Fee, PMI, closing costs, pre-pays, homeowner insurance, prorated expenses, condominium and HOA fees).
 Initial _____ Initial _____
 Buyer Buyer

CLOSING COSTS:

Seller Assistance toward closing costs (subject to contribution limits): <only if non-zero>\$ _____
 Buyer’s closing costs associated with the purchase of the Unit are described in the Rider 1. If Buyer obtains financing for the Unit, Buyer’s closing costs associated with the financing of the Unit are described in the Good Faith Estimate provided by the Lender. _____
 Comments: _____

WARRANTY INFORMATION

*Or other comparable warranty

FINANCING AND BROKER INFORMATION

Select One: ☐ Cash ☐ Conventional ☐ FHA ☐ VA ☐ Other _____

Lender: _____ Phone #: _____

Address: _____ Fax #: _____

Agent Name: _____ Cellular #: _____

Email Address: _____

Broker Participation? ☐ Yes ☐ No

Agent/Company: _____

Street Address: _____

City, State Zip: _____

Phone #: _____ Email Address: _____

Fax #: _____

Broker Tax ID#: _____ Broker Commission: _____ %

Additional Broker Bonus/Incentive..... _____

<show only if a change>

TRANSFER OR CHANGES

From: Community: _____ Sec/Lot/Block: _____ Plan/Elevation: _____

<show only if a change>

REVISED AGREEMENT

Old Total Agreement Price: \$ _____

New Total Agreement Price: \$ _____

Reasons for rewrite: _____

Defined Terms. All initially capitalized terms not defined herein shall have the meanings set forth in the Purchase and Sale Agreement between Buyer and Seller dated as of the _____ day of _____, 20____ (the “**Agreement**”), and all references in this Addendum to the Agreement shall be deemed to include references to this Addendum and to any other addenda and riders attached to the Agreement, which are hereby incorporated by this reference.

Counterparts. This Addendum may be executed in counterparts, a complete set of which shall form a single Addendum.

Conflicts. In the event of any conflict between this Addendum and the Agreement, this Addendum shall control. In all other respects, the Agreement shall remain in full force and effect.

Entire Agreement. The Agreement, together with this Addendum and any other addenda and riders to the Agreement, contains the entire agreement between Buyer and Seller concerning the matters set forth herein. All prior discussions, negotiations and contracts relating to investors and occupancy requirements, if any, whether oral or written, are hereby superseded by these documents. No addition or modification of this Addendum or the Agreement shall be effective unless set forth in writing and signed by Buyer and an authorized agent of Seller.

Buyer
Date: _____

Buyer
Date: _____

Buyer
Date: _____

Buyer
Date: _____

SELLER: LENNAR HOMES, LLC

Authorized Agent of Seller
Date: _____

ADDENDUM FOR NATURAL AND MANMADE PRODUCTS

THIS ADDENDUM FOR NATURAL AND MANMADE PRODUCTS (this “Addendum”) is executed in conjunction with and, by this reference, incorporated into the Purchase and Sale Agreement (the “Agreement”) dated as of the _____ day of _____, 20____, between _____ (collectively, “Buyer”) and Seller, as defined in the Agreement, respecting Unit _____ Building _____ in the Condominium.

1. **Defined Terms.** All initially capitalized terms not defined herein shall have the meanings set forth in the Agreement, and all references in this Addendum to the Agreement shall be deemed to include references to this Addendum and to any other addenda and riders attached to the Agreement, which are hereby incorporated by this reference.

2. **Natural Stone Flooring and Countertops.** Natural stones with varying colors and mineral compositions (“Stone”) are found in quarries throughout the world. Stones including, without limitation, marble and granite, are therefore products of nature and vary in color, markings, shade, and texture. Buyer acknowledges that Stone is not uniform and that Seller can make no guarantees regarding the color, markings, shade, and texture of the Stone to be used in the Unit. Buyer further acknowledges and Seller makes the following disclosures regarding the Stone to be used/installed in the Unit:

2.1 **Cleaning.** Care should be exercised when cleaning Stone. No chemicals should be used to clean Stone other than those cleaners specifically designed to clean Stone.

2.2 **Natural Inconsistencies.** Stone contains natural inconsistencies which will be present in Stone flooring and/or countertops in the Unit; such natural inconsistencies are normal and are not defects.

2.3 **Edges and Corners.** There may be changes in the patterning of Stone from one edge or corner of the flooring or countertop to another edge or corner; such changes in patterning is normal and is not a defect.

2.4 **Fissures and Pits.** Stone may contain fissures and pits that occur naturally and may appear as a small hole or recess; such fissures and pits are not cracks or defects.

2.5 **Spots, Freckles, and Rust.** Spots, freckles, and/or rust may appear in Stone from time to time, and may appear as a concentration and/or random aberration of color in a particular area of the surface of Stone; such spots, freckles, and rust are not defects.

2.6 **Seams.** Stone is almost never seamless due to the techniques employed to cut the slab of Stone in a way that preserves the maximum beauty of such Stone. Pieces of Stone must therefore be fitted together and the Stone used in the Unit will not be seamless and may have visible seams, which are not defects.

2.7 **Wallboard and Plaster.** Stone is cut by machine to be straight. Irregularities occurring in the Unit may mean that the installer has to force pieces of Stone into the wallboard or plaster during installation to compensate for the irregularities. Shims, caulking and putty may be used to fill imperfections in walls and floors in order to install Stone flooring and countertops. There may be such shims, caulking and/or putty in the Stone used in the Unit, which shims, caulking and/or putty are used to enhance the installation and are not defects.

2.8 **Staining.** Stone may stain and such staining is not a defect. As a preventative measure, but not as absolute protection from staining, Stone should be sealed with the appropriate sealant, using the appropriate technique, after every six (6) months of normal use.

2.9 **Sink Cabinet.** The cabinet under the sink will extend beyond the edge of the sink. This cannot be avoided as a larger sink or smaller cabinet extension would preclude natural adjustment of seams and edges of the Stone countertop and may result in a deterioration of the Stone countertop.

3. **Wood Cabinets.** Buyer acknowledges that a variety of cabinet door selections may be offered in the Unit. Wood doors will contain natural inconsistencies that promote the beauty of the wood door. As a tree is exposed to a variety of weather conditions during their natural development, random patterns in the tree’s grain, color and species markings are created. These natural characteristics will be present in Buyer’s wood cabinets and are considered normal. Additionally, these natural characteristics also vary between different types of wood and include the following potential variances: in the grain texture and amount of grain, blemishes in the individual pieces, unfinished edges (depending on the type of finish, such as white wash), and knot holes and other dark features. Wood cabinets are also affected by environmental factors such as natural light, so color is expected to gradually change and mellow over time. Due to environmental factors and the aging process, replacement parts may not match exactly.

4. **Manmade Products.** The Unit may include one or more of the following manmade products: carpet, tile and wood flooring; wood cabinets; cultured marble tubs, sinks and countertops. Buyer acknowledges and agrees that shade variations are inherent in manmade products. Colors of actual manmade products may vary from samples or catalogues and slight color variations may exist from different product runs. Buyer acknowledges that Seller makes no representations or guarantees regarding the color, markings, shade, and texture of the manmade products, or to the suitability or maintenance of any manmade products in the Unit. Buyer acknowledges and Seller makes the following disclosures regarding the manmade products to be used/installed in the Unit.

4.1 **Bathroom Fixtures.** There may be a variation in shading between bathroom fixtures within the same room, including commodes, sinks, countertops, tubs, and towel bars.

4.2 **Ceramic Tile.** Normal slab settlement may crack ceramic tile and the physical characteristics are conducive to chipping after installation by a number of different causes; subsequent chipping and cracking is unavoidable and not a warrantable item. Buyer will have the opportunity to inspect the Unit prior to Closing and Seller requests that Buyer examine any tile floor closely at this time.

4.3 **Wooden Laminate Cabinets.** Wooden laminate cabinets are a popular selection of cabinetry in the home building industry. As the technological and manufacturing processes continue to emerge, what may appear to be a particular species of wood, (*i.e.*, birch, oak, walnut, etc.) may in fact be a veneer over a composition product; stained and finished to resemble a specific species of wood. Buyer acknowledges that wooden laminate cabinets may be manufactured with various manmade products and/or product names used in the manufacturing process. As with other natural materials, wooden laminate cabinets will be affected by environmental factors such as natural and artificial lighting, so Buyer may see the color of such cabinets gradually change and mellow over time. Seams will be visible in the framework of all face frame cabinets if applicable.

5. **Counterparts.** This Addendum may be executed in counterparts, a complete set of which shall form a single Addendum.

6. **Conflicts.** In the event of any conflict between this Addendum and the Agreement, this Addendum shall control. In all other respects, the Agreement shall remain in full force and effect.

7. **Entire Agreement.** The Agreement, together with this Addendum and any other addenda and riders to the Agreement, contains the entire agreement between Buyer and Seller concerning the matters set forth herein. All prior discussions, negotiations and contracts relating to investors and occupancy requirements, if any, whether oral or written, are hereby superseded by these documents. No addition or modification of this Addendum or the Agreement shall be effective unless set forth in writing and signed by Buyer and an authorized agent of Seller.

Buyer
Date:_____

Buyer
Date:_____

Buyer
Date:_____

Buyer
Date:_____

SELLER: LENNAR HOMES, LLC

Authorized Agent of Seller
Date:_____

AMENDMENT TO CHANGE PARTY

THIS AMENDMENT TO CHANGE PARTY (this "Amendment") is, by this reference, made part of the Purchase and Sale Agreement (the "Agreement") dated as of the _____ day of _____, 20____ between _____ (collectively, "Buyer") and Seller, as defined in the Agreement, respecting Unit _____ Building _____ in the Condominium.

1. **Defined Terms.** All initially capitalized terms not defined herein shall have the meanings set forth in the Agreement, and all references in this Amendment to the Agreement shall be deemed to include references to this Amendment and to any other addenda and riders attached to this Agreement, which are hereby incorporated by this reference.

2. **Change of Party.** Buyer has requested the following changes to the parties comprising Buyer in the Agreement:

☐ Buyer desires that the following person be added as a party to the Agreement:

_____ ("New Party")

From and after this date, the term "Buyer" under the Agreement shall include the original Buyer and the New Party. New Party hereby acknowledges and agrees to each and every of the rights, duties, obligations, terms and conditions of the Agreement .

☐ Government issued identification card for New Party is attached.

☐ Buyer desires that the following person be deleted as a party to the Agreement:

_____ ("Deleted Party")

From and after this date, the term "Buyer" under the Agreement shall exclude the Deleted Party and shall include only the following persons and/or entities:

_____ ("Buyer")

_____ ("Buyer")

_____ ("Buyer")

Deleted Party hereby waives any and all rights to the Deposit and agrees that Deleted Party has no further rights and/or obligations under the Agreement.

3. **Counterparts.** This Amendment may be executed in counterparts, a complete set of which shall form a single Amendment.

4. **Conflicts.** In the event of any conflict between this Amendment and the Agreement, this Amendment shall control. In all other respects, the Agreement shall remain in full force and effect.

5. **Entire Agreement.** The Agreement, together with this Amendment and any other addenda and riders to the Agreement, contains the entire agreement between Buyer and Seller concerning the matters set forth herein. All prior discussions, negotiations and contracts relating to investors and occupancy requirements, if any, whether oral or written, are hereby superseded by these documents. No addition or modification of this Amendment or the Agreement shall be effective unless set forth in writing and signed by Buyer and an authorized agent of Seller.

ORIGINAL BUYER
Date: _____

ORIGINAL BUYER
Date: _____

ORIGINAL BUYER
Date: _____

NEW PARTY
Date: _____

DELETED PARTY
Date: _____

SELLER: LENNAR HOMES, LLC

Authorized Agent of Seller
Date: _____

APPROVED LENDER ADDENDUM

THIS APPROVED LENDER ADDENDUM (this “**Addendum**”) is executed in conjunction with and, by this reference, incorporated into the Purchase and Sale Agreement (the “**Agreement**”) dated as of the _____ day of _____, 20____, between _____ (collectively, “**Buyer**”) and Seller, as defined in the Agreement, respecting Unit _____ Building _____ in the Condominium.

1. **Defined Terms.** All initially capitalized terms not defined herein shall have the meanings set forth in the Agreement, and all references in this Addendum to the Agreement shall be deemed to include references to this Addendum and to any other addenda and riders attached to the Agreement, which are hereby incorporated by this reference.
2. **Approved Lenders.** The following lenders are on Seller’s Approved Lender List.

☐ Universal American Mortgage Company
730 N.W. 107th Avenue, Suite 300
Miami, Florida 33172

☐

3. **Counterparts.** This Addendum may be executed in counterparts, a complete set of which shall form a single Addendum.
4. **Conflicts.** In the event of any conflict between this Addendum and the Agreement, this Addendum shall control. In all other respects, the Agreement shall remain in full force and effect.
5. **Entire Agreement.** The Agreement, together with this Addendum and any other addenda and riders to the Agreement, contains the entire agreement between Buyer and Seller concerning the matters set forth herein. All prior discussions, negotiations and contracts relating to investors and occupancy requirements, if any, whether oral or written, are hereby superseded by these documents. No addition or modification of this Addendum or the Agreement shall be effective unless set forth in writing and signed by Buyer and an authorized agent of Seller.

Buyer
Date: _____

Buyer
Date: _____

Buyer
Date: _____

Buyer
Date: _____

SELLER: LENNAR HOMES, LLC

Authorized Agent of Seller
Date: _____

CLOSING DATE EXTENSION AGREEMENT

THIS CLOSING DATE EXTENSION AGREEMENT (this “**Extension**”) is, by this reference, made part of the Purchase and Sale Agreement (the “**Agreement**”) dated as of the _____ day of _____, 20____ between _____ (collectively, “**Buyer**”) and Seller, as defined in the Agreement, respecting Unit _____ Building _____ in the Condominium.

1. **Defined Terms.** All initially capitalized terms not defined herein shall have the meanings set forth in the Agreement, and all references in this Extension to the Agreement shall be deemed to include references to this Extension and to any other addenda and riders attached to this Agreement, which are hereby incorporated by this reference.
2. **Closing Date Extension.** Buyer has requested that the Closing Date be extended beyond the scheduled Closing Date to _____. At Closing, Buyer agrees to pay Seller either: (i) a fee in the amount of Two Hundred Fifty Dollars (\$250.00) per day for each day after the originally scheduled Closing Date, or (ii) One Percent (1%) of the Total Purchase Price per month for each month after the originally scheduled Closing Date, in consideration for Seller granting Buyer such extension. A failure to close on the date indicated shall be a Buyer default and Seller is under no obligation to further extend the Closing Date.
3. **Counterparts.** This Extension may be executed in counterparts, a complete set of which shall form a single Extension.
4. **Conflicts.** In the event of any conflict between this Extension and the Agreement, this Extension shall control. In all other respects, the Agreement shall remain in full force and effect.
5. **Entire Agreement.** The Agreement, together with this Extension and any other addenda and riders to the Agreement, contains the entire agreement between Buyer and Seller concerning the matters set forth herein. All prior discussions, negotiations and contracts relating to investors and occupancy requirements, if any, whether oral or written, are hereby superseded by these documents. No addition or modification of this Extension or the Agreement shall be effective unless set forth in writing and signed by Buyer and an authorized agent of Seller.

Buyer
Date: _____

Buyer
Date: _____

Buyer
Date: _____

Buyer
Date: _____

SELLER: LENNAR HOMES, LLC

Authorized Agent of Seller
Date: _____

COOPERATING BROKER AGREEMENT

THIS COOPERATING BROKER AGREEMENT (this "**Agreement**") is made and entered into effective as of the _____ day of _____, 20____, between _____ ("**Cooperating Broker**") and Seller, as defined in the Agreement, respecting Unit _____ Building _____ in the Condominium.

1. **Defined Terms.** All initially capitalized terms not defined herein shall have the meanings set forth in that certain Purchase and Sale Agreement, by and between _____ ("**Buyer**") and Seller, dated as of _____, 20____.
2. **Cooperating Broker.** Notwithstanding anything contained in the Agreement to the contrary, Seller and Cooperating Broker acknowledge that Buyer has dealt with the following brokerage firm in connection with the purchase of the Property ("**Cooperating Broker**"):

Name of Cooperating Broker: _____

Address: _____

Business Phone: _____ Business Fax: _____

Name of Sales Associate of Cooperating Broker: _____

Telephone: _____ Cellular Phone: _____

E-mail Address: _____

Date of Registration: _____

Seller agrees to pay Cooperating Broker, at Closing, a commission in the amount of ____ percent (____%) of the net purchase price (Base Purchase Price plus Premium, including any options, extras, and/or upgrades, as set forth in the Condominium Purchase Price and Payment Addendum, less all applicable incentives) (the "**Commission**"), subject however to the terms and conditions set forth below and in the Broker Participation Policy ("**Participation Policy**"). As set forth herein, "incentive" shall mean the total dollar value of all consideration, incentives, discounts, credits, reductions, gifts or other inducements offered or arranged by Seller in connection with Buyer's purchase of the Property, including, without limitation, any: reduction or discount in the Total Purchase Price, Base Purchase Price, or the Premium; reduction in the cost of Options, Upgrades and/or Extras; credit for or contribution toward Closing Costs; payment of or contribution toward assessments or capital contributions charged by the Condominium Association, any homeowner's association or Seller; payment of or contribution toward homeowner's casualty or liability insurance, and/or lease payments; financing incentive such as payment of buy down fees to the Lender; and retail value of any gift to Buyer. No Commission shall be payable by Seller unless Buyer consummates the purchase of the Property in accordance with the terms and conditions of the Purchase and Sale Agreement; accordingly, the Commission shall not be deemed earned unless and until the Closing occurs. Cooperating Broker agrees that it shall look to Buyer for any other commission due to Cooperating Broker that is in excess of the Commission payable by Seller pursuant to this Agreement and for any commission due to any other real estate brokers or salesmen claiming to have represented Buyer in connection with the purchase of the Property. Notwithstanding the foregoing, Seller agrees to pay any and all commissions due to Seller's New Home Consultants working in Seller's sales office.

Cooperating Broker _____ by Sales Associate _____

3. **Sales Associate of Cooperating Broker.** By signing below, sales associate or designated agent of Cooperating Broker ("**Sales Associate**") agrees, on behalf of himself/herself and on behalf of Cooperating Broker, to the terms of this Agreement. Without limiting the foregoing, Sales Associate agrees that Seller's sole responsibility hereunder is to pay the Commission to Cooperating Broker in the manner described above. Any other amounts payable to Sales Associate and/or Cooperating Broker shall be the sole responsibility of Buyer, if provided for in a separate agreement between Cooperating Broker and Buyer. In addition, Sales Associate hereby personally represents and warrants that Sales Associate has full power and authority to execute and deliver this Agreement on behalf of Cooperating Broker and that such execution of this Agreement on behalf of Cooperating Broker has been duly authorized by all necessary and proper corporate action of Cooperating Broker.

4. **Participation Policy.** By signing this Agreement, Sales Associate acknowledges that Sales Associate has read and agrees, on behalf of such Sales Associate and Cooperating Broker, to comply with the terms and conditions in the Participation Policy set forth below. This Agreement shall be null and void if Seller determines, in its absolute discretion, at any time before Closing that Sales Associate and/or Cooperating Broker has/have violated the terms of the Participation Policy. The Participation Policy follows:

4.1 In order for Cooperating Broker to receive a commission in connection with the sale of real property in the Condominium, Cooperating Broker or Sales Associate must register a prospective buyer (the "**Prospect**") in person at the sales office for the Condominium (phone registrations will not be accepted). Cooperating Broker or Sales Associate must accompany the Prospect during Prospect's initial visit. If the tracking system used at the sales office for the Condominium indicates that the Prospect was initially introduced to the

Condominium via the internet and/or initially registered at the sales office without being accompanied by Cooperating Broker or Sales Associate, neither Cooperating Broker nor Sales Associate shall be entitled to receive a commission in connection with the sale of real property in the Condominium to such Prospect. This registration is effective for the earlier of (i) a period of ninety (90) days from the date of registration (“**Registration Period**”) or (ii) the registration of the Prospect by a subsequent real estate broker or sales associate. Unless the Registration Period has been previously terminated, Cooperating Broker may extend the Registration Period for an additional ninety (90) days by sending a written request (phone requests for an extension will not be accepted) to the sales office for the Condominium before the expiration of the initial Registration Period.

4.2 Cooperating Broker shall be entitled to receive the Commission, provided that the Prospect (i) is properly registered, (ii) contracts to purchase a unit from the on-site sales staff in the Condominium (“**New Home Consultant**”) before the expiration of the Registration Period, and (iii) closes on the transaction pursuant to the Purchase and Sale Agreement for the Property. The registration of the Prospect during the Registration Period, or any extension thereof, does not protect Cooperating Broker or Sales Associate from another real estate broker or sales associate who subsequently registers the same Prospect in the Condominium. Seller will pay the Commission to Cooperating Broker, provided that the terms and conditions contained herein are satisfied. However, in the event two or more real estate brokers or sales associates claim that they are entitled to a commission for having registered the Prospect, the real estate broker or sales associate who registers the Prospect last is entitled to the commission. In all cases, Sales Associate agrees to look solely to Cooperating Broker for payment of any commission. By way of example, if Sales Associate terminates his/her employment with a registered Cooperating Broker who is entitled to a commission pursuant to this Participation Policy, then Sales Associate shall have no claim against Seller with respect to such commission

4.3 Cooperating Broker and Sales Associate acknowledge that this Participation Policy, the registration forms, sign-up sheets and other incentives, contracts, or forms given to Prospects or buyers of units are trade secrets of Seller. Cooperating Broker agrees to indemnify, defend and hold Seller harmless from and against any and all claims, demands, damages, losses, costs and expenses of whatever nature or kind, including reasonable attorneys’ fees, paraprofessional fees and costs relating to or arising out of any claim against Seller as a result of conduct or representations made by Cooperating Broker and/or Sales Associate. In the event that Seller must enforce or defend any of the terms and conditions of this Participation Policy, Seller shall be entitled to collect from Cooperating Broker reasonable attorneys’ fees, paraprofessional fees and costs.

5. **Cooperating Broker Status, Duties and Prohibitions.** Sales Associate, on behalf of himself/herself and on behalf of Cooperating Broker, hereby represents, warrants and covenants as follows:

- | | |
|---|---|
| <div style="border-bottom: 1px solid black; width: 100px; margin-bottom: 5px;"></div> Sales Associate
Initials | (a) Cooperating Broker is either (i) a licensed real estate broker in the State of Florida or (ii) is licensed in another jurisdiction and not performing any services in Florida in violation of Section 475.01(1)(a), F.S., and is serving as a single agent or transaction broker on behalf of Buyer in the purchase of the Property |
| <div style="border-bottom: 1px solid black; width: 100px; margin-bottom: 5px;"></div> Sales Associate
Initials | (b) Sales Associate is either (i) a licensed real estate broker or sales associate in the State of Florida or (ii) is licensed in another jurisdiction and not performing any services in Florida in violation of Section 475.01(1)(a), F.S., and is a designated agent of Cooperating Broker serving as a single agent or transaction broker on behalf of Buyer in the purchase of the Property. |
| <div style="border-bottom: 1px solid black; width: 100px; margin-bottom: 5px;"></div> Sales Associate
Initials | (c) Each of Cooperating Broker and Sales Associate shall comply with all requirements of applicable law as a single agent or transaction broker in their representation of Buyer in the purchase of the Property and will assist the parties with communication, interposition, advisement, negotiation, contract terms and closing. |

6. **Entire Agreement.** This Agreement sets forth the entire agreement between Seller, Cooperating Broker and Sales Associate and shall not be altered, modified or amended unless such amendment is set forth in writing and signed by all parties to this Agreement.

7. **Governing Law.** This Agreement is governed by Florida law, without regard to its conflicts of law rules.

[THE REST OF THIS PAGE LEFT INTENTIONALLY BLANK]

8. **Counterparts.** This Agreement may be executed in counterparts, a complete set of which shall form a single document.

COOPERATING BROKER:

by its Sales Associate

By: _____

Print Name: _____

Date: _____

SELLER: LENNAR HOMES, LLC

Authorized Agent of Seller
Date:_____

ELECTION FORM ADDENDUM

THIS ELECTION FORM ADDENDUM (this “**Addendum**”) is executed in conjunction with and, by this reference, incorporated into the Purchase and Sale Agreement (the “**Agreement**”) dated as of the _____ day of _____, 20____, between _____ (collectively, “**Buyer**”) and Seller, as defined in the Agreement, respecting Unit _____ Building _____ in the Condominium.

1. **Defined Terms.** All initially capitalized terms not defined herein shall have the meanings set forth in the Agreement, and all references in this Addendum to the Agreement shall be deemed to include references to this Addendum and to any other addenda and riders attached to the Agreement, which are hereby incorporated by this reference.

2. **Affiliated Business.** Seller has given Buyer notice in the Affiliated Business Arrangement Disclosure Statement that Seller has business relationships with Universal American Mortgage Company, LLC (“**UAMC**”) and North American Title Company, and its affiliate, North American Title Insurance Corporation (collectively, “**North American**”). Buyer is hereby informed that Buyer is not obligated to use an affiliated business of Seller as a condition to the sale of the Unit.

3. **Incentives for Use of Affiliated Business.**

3.1 By checking one of the boxes below and initialing below the selected text, Buyer hereby selects the lender and title company that Buyer will use in connection with the purchase of the Unit.

3.1.1 ☐ Buyer elects to use both UAMC (or such other lender named on the Approved Lender Addendum) and North American.

Buyer’s Initials: _____

3.1.2 ☐ Buyer intends to purchase the Unit without financing, but elects to use North American as its title company.

Buyer’s Initials: _____

3.1.3 ☐ Buyer elects to use a Lender other than UAMC (or such other lender named on the Approved Lender Addendum) as its Lender, but elects to use North American as its title company.

Buyer’s Initials: _____

3.1.4 ☐ Buyer elects to use UAMC (or such other lender named on the Approved Lender Addendum) as its Lender, but elects to use a title company other than North American.

Buyer’s Initials: _____

3.1.5 ☐ Buyer elects to use a Lender (as provided under Section 4 of the Agreement) other than UAMC and a title company other than North American.

Buyer’s Initials: _____

3.1.6 ☐ Buyer elects to use both UAMC and North American or Buyer intends to purchase the Unit without financing, but elects to use North American as its title company.

Buyer’s Initials: _____

3.2 If Buyer selects option 3.1.1, 3.1.2 or 3.1.6 above,

☐ At Closing Seller will contribute up to _____ Dollars (\$_____) towards **[**OPTION A**]** the Premium. **[**OPTION B**]** the Total Purchase Price of the Unit. **[**OPTION C**]** Buyer’s Closing costs. **[**OPTION D**]** documentary stamp taxes on the Deed, the premium for an owner’s title insurance policy, the title search/exam fees and the costs to record the Deed. **[**OPTION E**]** the purchase price of options, upgrades and/or extras. **[**OPTION F**]** Buyer’s Closing costs, the purchase price of options, upgrades and/or extras, and the Total Purchase Price of the Unit. **[**OPTION G**]** a reduction of the Total Purchase Price of the Unit.

☐ At Closing Seller will contribute up to _____ Percent (____ %) of the Total Purchase Price of the Unit towards **[**OPTION A**]** the Premium. **[**OPTION B**]** the Total Purchase Price of the Unit. **[**OPTION C**]** Buyer’s Closing costs. **[**OPTION D**]** documentary stamp taxes on the Deed, the premium for an owner’s title insurance policy, the title search/exam fees and the costs to record the Deed. **[**OPTION E**]** the purchase price of options, upgrades and/or extras. **[**OPTION F**]** Buyer’s Closing costs, the purchase price of options, upgrades and/or extras, and the Total Purchase Price of the Unit. **[**OPTION G**]** a reduction of the Total Purchase Price of the Unit.

☐ Seller will contribute up to _____ Percent (____ %) of the Loan amount towards **[**OPTION A**]** the Premium. **[**OPTION B**]** the Total Purchase Price of the Unit. **[**OPTION C**]** Buyer's Closing costs. **[**OPTION D**]** documentary stamp taxes on the Deed, the premium for an owner's title insurance policy, the title search/exam fees and the costs to record the Deed. **[**OPTION E**]** the purchase price of options, upgrades and/or extras. **[**OPTION F**]** Buyer's Closing costs, the purchase price of options, upgrades and/or extras, and the Total Purchase Price of the Unit. **[**OPTION G**]** a reduction of the Total Purchase Price of the Unit.

☐ Seller will discount the Total Purchase Price of the Unit by _____ Percent (____ %) of the Total Purchase Price.

☐ Seller will discount the Total Purchase Price of the Unit by _____ Dollars (\$_____).

☐ Seller will pay the documentary stamp taxes on the Deed, the premium for an owner's title insurance policy, the title search/exam fees and the costs to record the Deed.

☐ Seller will pay the documentary stamp taxes on the Deed, the premium for an owner's title insurance policy and the costs to record the Deed.

☐ Seller will contribute up to _____ Dollars (\$_____) towards Buyer's settlement charges which may include, without limitation, Buyer's Closing costs, pre-pays, fees and prorations charged by Seller, and in the case of an "all cash" closing or a FHA insured or VA guaranteed loan, up to _____ months **[**for an FHA insured or VA guaranteed loan the maximum allowable Seller concession is twelve (12) months**]** of Buyer's Condominium Association ("**Association**") dues; all (i) as determined by Seller in its sole discretion and (ii) subject to Seller contribution limits. Buyer will be responsible for all other settlement costs, Association dues, start-up fees payable to Seller, the working capital contribution and/or initiation fee payable to the Association at Closing in excess of the foregoing Seller contribution.

☐ Seller will install the following in the Unit at no additional charge to Buyer:

☐ Buyer elects the Six (6) Month No Pay Mortgage Program from UAMC; this Program features no payment of principal or interest for the first six (6) months of the Loan. In the event that Buyer does not meet the Program's requirements, Lennar will contribute \$_____ towards **[**OPTION A**]** the Premium. **[**OPTION B**]** the Total Purchase Price of the Unit. **[**OPTION C**]** Buyer's Closing costs. **[**OPTION D**]** documentary stamp taxes on the Deed, the premium for an owner's title insurance policy, the title search/exam fees and the costs to record the Deed. **[**OPTION E**]** the purchase price of options, upgrades and/or extras. **[**OPTION F**]** Buyer's Closing costs, the purchase price of options, upgrades and/or extras, and the Total Purchase Price of the Unit. **[**OPTION G**]** a reduction of the Total Purchase Price of the Unit.

(each, an "**Incentive**"). **[** If Option C, D, E, or F is selected, add the following**]** The Incentive shall be: (i) applied toward Buyer's Closing costs in an order determined by Seller in its sole discretion and (ii) subject to Seller contribution limits. For the exclusive purpose of this Addendum, Buyer's Closing costs shall mean those fees and expenses (i) imposed by UAMC (or such other lender named on the Approved Lender Addendum) or by law in connection with Buyer's loan or (ii) charged by North American in connection with an owner's and/or mortgagee's title insurance policy for the Property. Buyer may change Buyer's selection at a later date (e.g., elect to use UAMC and/or North American). **[**OPTIONAL**]** The foregoing Incentive is subject to the Unit closing on or before _____, 20____; such date may be extended at Seller's sole discretion**[**]**.

4. **Counterparts.** This Addendum may be executed in counterparts, a complete set of which shall form a single Addendum.

5. **Conflicts.** In the event of any conflict between this Addendum and the Agreement, this Addendum shall control. In all other respects, the Agreement shall remain in full force and effect.

6. **Entire Agreement.** The Agreement, together with this Addendum and any other addenda or riders to the Agreement, contains the entire agreement between Buyer and Seller concerning the matters set forth herein. All prior discussions, negotiations and contracts relating to investors and occupancy requirements, if any, whether oral or written, are hereby superseded by these documents. No addition or modification of this Addendum or the Agreement shall be effective unless set forth in writing and signed by Buyer and an authorized agent of Seller.

Buyer
Date: _____

Buyer
Date: _____

Buyer
Date: _____

Buyer
Date: _____

SELLER: LENNAR HOMES, LLC

Authorized Agent of Seller
Date: _____

INDOOR ENVIRONMENTAL QUALITY DISCLOSURE

THIS INDOOR ENVIRONMENTAL QUALITY DISCLOSURE (this “**Disclosure**”) is delivered in conjunction with and, by this reference, incorporated into the Purchase and Sale Agreement (the “**Agreement**”) dated as of the _____ day of _____, 20____, between _____ (collectively, “**Buyer**”) and Seller, as defined in the Agreement, respecting Unit _____ Building _____ in the Condominium.

1. **Defined Terms.** All initially capitalized terms not defined herein shall have the meanings set forth in the Agreement, and all references in this Disclosure to the Agreement shall be deemed to include references to this Disclosure and to any other disclosure and/or addenda and riders attached to the Agreement, which are hereby incorporated by this reference.

2. **Indoor Environmental Contaminates.** There are many different types of indoor environmental contaminants, such as pet dander, dust mites and mold. Molds and other potential contaminants have been a part of our environment for millions of years. Contaminants are everywhere, indoors and outdoors. Therefore, everyone is exposed to some contaminants on a daily basis without evident harm. Due to a number of factors, including the fact that sensitivities to various types of molds and other potential contaminants vary from person to person, there are no state or federal standards concerning acceptable levels of exposure to mold. According to the Consumer Product Safety Commission and the American Lung Association, some diseases or illness have been linked with biological pollutants in the indoor environment, including some forms of mold. However, many of these conditions also have causes unrelated to the indoor environment. Therefore, it is unknown how many potential health problems relate exclusively to poor indoor air. Buyer should determine for himself/herself whether Buyer, Buyer’s family members or any other individuals who will occupy or use the Unit have special needs or increased risk to these conditions. Buyer should carefully monitor the conditions in the Unit for mold growth and other contaminants.

When excessive moisture or water accumulates indoors, mold growth can and will occur, particularly if the moisture problem remains unaddressed. There is no practical way to eliminate all molds or mold spores in an indoor environment. The key to controlling indoor mold growth is to control moisture.

There are many ways to help control moisture in and beneath the Unit. The U.S. Environmental Protection Agency, the Consumer Product Safety Commission, the American Lung Association and others recommend taking measures such as those listed below to help control moisture in and beneath the Unit. The following list is not meant to be all-inclusive.

- Fix leaking plumbing and any other source of unwanted water immediately.
- Maintain proper indoor humidity. Equipment that conditions the air, such as air conditioners, humidifiers and ventilation systems must be operated year round.
- Raise the temperature in areas where moisture condenses on surfaces and open doors between rooms to increase air circulation in the Unit, including doors to closets.
- Have major appliances, such as furnaces, heat pumps, central air conditioners, window air conditioning units, ventilation systems and furnace attached humidifiers inspected, cleaned and serviced regularly by a qualified professional.
- Clean and dry refrigerator, air conditioner and dehumidifier drip pans and filters regularly and make sure that refrigerator and freezer doors seal properly.
- Keep water away from the foundation of the Unit by maintaining required slopes, drainage and keeping plantings and sprinklers the proper distance from the Unit.
- If there is a sump pump in the Unit, inspect it regularly to ensure that it is properly operating.
- If there is a crawl space or structural sub-floor, inspect the ground beneath the floor on a regular basis to make sure there is no standing or excessive water. If there is standing or excessive water, seek professional assistance to remove the water. If Buyer is interested in finishing the basement, only do so after consulting an expert to determine the suitability of the basement for a finished area.

The following are suggestions that may assist Buyer in preventing and addressing mold growth in the Unit:

- It is important that Buyer responds promptly when Buyer sees signs of moisture or mold.
- Do not allow moisture to stand or make contact with carpet, furniture and cellulose-based materials, such as wood, drywall or other non-tile, non-plastic or non-metal materials.
- Dry all water damaged areas and items immediately to prevent mold growth.
- If mold develops, clean up the mold by washing off hard surfaces with detergent and water and completely dry the surface.

- Depending upon the nature and extent of the mold infestation, trained professionals may be needed to assist in the remediation effort.
- Mold that is not properly and adequately removed may reappear.

Proper maintenance and cleaning of the Unit is the responsibility of each homeowner and will lessen the potential for water intrusion and help to control indoor environmental contaminants. Further, it is the responsibility of each homeowner to monitor their Unit on a continual basis for excessive moisture, water and mold accumulation. If Buyer discovers accumulation of water or moisture in, around or under the Unit, Buyer should immediately seek to control the source of the water or moisture. Failing to control the source could result in additional damage and the growth of mold. Plumbing leaks and water penetrations that are covered by the Limited Warranty, if any, during the term of the Limited Warranty must be reported to Seller immediately. If the Limited Warranty has expired or does not cover the specific problem, Buyer should not delay in having professionals address the problem. Seller will not be responsible for, and Buyer agrees to indemnify and hold harmless Indemnified Parties from and against all Claims in connection with, water-related damages, including personal injuries or property damage caused by mold, but only to extent that the damages are caused by (A) Buyer's negligence, (B) Buyer's failure to promptly take appropriate corrective measures and minimize any damages caused by the water or moisture, or (C) Buyer's failure to promptly provide Seller with notice of the water or moisture and give Seller an opportunity to dry the water or moisture and remediate, if necessary, any moisture conditions in the Unit caused by improper construction. Buyer also agrees to waive all rights of subrogation for damages resulting from water-related damages, mold growth, any personal injuries, or any remediation resulting from (A) Buyer's negligence, (B) Buyer's failure to promptly take appropriate corrective measures and minimize any damages caused by the water or moisture, or (C) Buyer's failure to promptly provide Seller with notice of the water or moisture and give Seller an opportunity to dry the water or moisture and remediate, if necessary, any moisture conditions in the Unit caused by improper construction.

3. **Counterparts.** This Disclosure may be executed in counterparts, a complete set of which shall form a single Disclosure.
4. **Conflicts.** In the event of any conflict between this Disclosure and the Agreement or any other addenda and/or riders, this Disclosure shall control. In all other respects, the Agreement shall remain in full force and effect.
5. **Entire Agreement.** The Agreement, together with this Disclosure and any other addenda and/or riders to the Agreement, contains the entire agreement between Buyer and Seller concerning the matters set forth herein. All prior discussions, negotiations and contracts relating to investors and occupancy requirements, if any, whether oral or written, are hereby superseded by these documents. No addition or modification of this Disclosure or the Agreement shall be effective unless set forth in writing and signed by Buyer and an authorized agent of Seller.

Buyer
Date: _____

Buyer
Date: _____

Buyer
Date: _____

Buyer
Date: _____

SELLER: LENNAR HOMES, LLC

Authorized Agent of Seller
Date: _____

INSULATION ADDENDUM

THIS INSULATION ADDENDUM (this “**Addendum**”) is executed in conjunction with and, by this reference, incorporated into the Purchase and Sale Agreement (the “**Agreement**”) dated as of the _____ day of _____, 20____, between _____ (collectively, “**Buyer**”) and Seller, as defined in the Agreement, respecting Unit _____ Building _____ in the Condominium.

1. **Defined Terms.** All initially capitalized terms not defined herein shall have the meanings set forth in the Agreement, and all references in this Addendum to the Agreement shall be deemed to include references to this Addendum and to any other addenda and riders attached to the Agreement, which are hereby incorporated by this reference.
2. **Insulation.** Pursuant to Title 16, Chapter I, Section 460.16 of the Code of Federal Regulations, the insulation that is or will be installed in the Condominium is as follows and will, according to the manufacturer, yield the R-values stated:

<u>Location</u>	<u>Type</u>	<u>Thickness</u>	<u>R-Value</u>
Exterior stud walls to the living area	Fiberglass Batts	3-1/2”	R-11
Masonry walls to the living area	Hi-Perm Fi-Foil	N/A	R 4.1
Living area ceilings	Styrofoam baffles	N/A	N/A
Masonry walls to the living area (above soffits)	Fiberglass Batt	2-1/2”	R-8
Living area ceilings (top floor only)	Thermacube blowing wool	8”	R-19

If so indicated above, fiberglass (also known as glass wool) is/will be used for insulation in the Unit. The U.S. Department of Health and Human Services (“**HHS**”) has listed fiberglass as a substance “which may reasonably be anticipated to be a carcinogen.” This listing identifies substances selected for further study because of their potential carcinogenic risk but is not an assessment by HHS that there is a causal connection between fiberglass and human cancer. The listing does not establish that fiberglass presents a risk to persons in their daily lives.

3. **Counterparts.** This Addendum may be executed in counterparts, a complete set of which shall form a single Addendum.
4. **Conflicts.** In the event of any conflict between this Addendum and the Agreement, this Addendum shall control. In all other respects, the Agreement shall remain in full force and effect.
5. **Entire Agreement.** The Agreement, together with this Addendum and any other addenda and riders to the Agreement, contains the entire agreement between Buyer and Seller concerning the matters set forth herein. All prior discussions, negotiations and contracts relating to investors and occupancy requirements, if any, whether oral or written, are hereby superseded by these documents. No addition or modification of this Addendum or the Agreement shall be effective unless set forth in writing and signed by Buyer and an authorized agent of Seller.

Buyer
Date: _____

Buyer
Date: _____

Buyer
Date: _____

Buyer
Date: _____

SELLER: LENNAR HOMES, LLC

Authorized Agent of Seller
Date: _____

OUT OF STATE NON-SOLICITATION ADDENDUM
ALASKA, CALIFORNIA, CONNECTICUT, IDAHO, ILLINOIS, IOWA, KENTUCKY,
MASSACHUSETTS, MINNESOTA, NEBRASKA, NEVADA, NEW HAMPSHIRE, NORTH DAKOTA,
OHIO, OREGON, RHODE ISLAND, SOUTH DAKOTA, AND WEST VIRGINIA

THIS OUT OF STATE NON-SOLICITATION ADDENDUM (this “**Addendum**”) is executed in conjunction with and, by this reference, incorporated into the Purchase and Sale Agreement (the “**Agreement**”) dated as of the _____ day of _____, 20____, between _____ (collectively, “**Buyer**”) and Seller, as defined in the Agreement, respecting Unit _____ Building _____ in the Condominium.

1. **Defined Terms.** All initially capitalized terms not defined herein shall have the meanings set forth in the Agreement, and all references in this Addendum to the Agreement shall be deemed to include references to this Addendum and to any other addenda and riders attached to the Agreement, which are hereby incorporated by this reference.
2. **Affirmation.** Buyer is a permanent resident of the state of _____. Buyer represents and warrants that (i) Seller did not solicit Buyer in the state of _____ and (ii) Buyer’s decision to purchase the Property was not made as a result of being contacted or solicited in any way in the state of _____.
3. **Counterparts.** This Addendum may be executed in counterparts, a complete set of which shall form a single Addendum.
4. **Conflicts.** In the event of any conflict between this Addendum and the Agreement, this Addendum shall control. In all other respects, the Agreement shall remain in full force and effect.
5. **Entire Agreement.** The Agreement, together with this Addendum and any other addenda and riders to the Agreement, contains the entire agreement between Buyer and Seller concerning the matters set forth herein. All prior discussions, negotiations and contracts relating to investors and occupancy requirements, if any, whether oral or written, are hereby superseded by these documents. No addition or modification of this Addendum or the Agreement shall be effective unless set forth in writing and signed by Buyer and an authorized agent of Seller.

Buyer
Date:_____

Buyer
Date:_____

Buyer
Date:_____

Buyer
Date:_____

SELLER: LENNAR HOMES, LLC

Authorized Agent of Seller
Date:_____

OUT OF STATE NON-SOLICITATION ADDENDUM

NEW JERSEY RESIDENTS

THIS OUT OF STATE NON-SOLICITATION ADDENDUM – NEW JERSEY RESIDENTS (this “**Addendum**”) is executed in conjunction with and, by this reference, incorporated into the Purchase and Sale Agreement (the “**Agreement**”) dated as of the _____ day of _____, 20____, between _____ (collectively, “**Buyer**”) and Seller, as defined in the Agreement, respecting Unit _____ Building _____ in the Condominium.

1. **Defined Terms.** All initially capitalized terms not defined herein shall have the meanings set forth in the Agreement, and all references in this Addendum to the Agreement shall be deemed to include references to this Addendum and to any other addenda and riders attached to the Agreement, which are hereby incorporated by this reference.
2. **Affirmation.** Buyer is a permanent resident of the state of New Jersey. Buyer represents and warrants that (i) Seller did not initiate contact with Buyer in the state of New Jersey, (ii) Seller did not send sales agreements to the state of New Jersey, and (iii) Buyer’s decision to purchase the Property was not made as a result of first being contacted or solicited in any way in the state of New Jersey.
3. **Counterparts.** This Addendum may be executed in counterparts, a complete set of which shall form a single Addendum.
4. **Conflicts.** In the event of any conflict between this Addendum and the Agreement, this Addendum shall control. In all other respects, the Agreement shall remain in full force and effect.
5. **Entire Agreement.** The Agreement, together with this Addendum and any other addenda and riders to the Agreement, contains the entire agreement between Buyer and Seller concerning the matters set forth herein. All prior discussions, negotiations and contracts relating to investors and occupancy requirements, if any, whether oral or written, are hereby superseded by these documents. No addition or modification of this Addendum or the Agreement shall be effective unless set forth in writing and signed by Buyer and an authorized agent of Seller.

Buyer
Date:_____

Buyer
Date:_____

Buyer
Date:_____

Buyer
Date:_____

SELLER: LENNAR HOMES, LLC

Authorized Agent of Seller
Date:_____

OUT OF STATE NON-SOLICITATION ADDENDUM

NEW YORK RESIDENTS

THIS OUT OF STATE NON-SOLICITATION ADDENDUM – NEW YORK RESIDENTS (this “**Addendum**”) is executed in conjunction with and, by this reference, incorporated into the Purchase and Sale Agreement (the “**Agreement**”) dated as of the _____ day of _____, 20____, between _____ (collectively, “**Buyer**”) and Seller, as defined in the Agreement, respecting Unit _____ Building _____ in the Condominium.

1. **Defined Terms.** All initially capitalized terms not defined herein shall have the meanings set forth in the Agreement, and all references in this Addendum to the Agreement shall be deemed to include references to this Addendum and to any other addenda and riders attached to the Agreement, which are hereby incorporated by this reference.
2. **Affirmation.** Buyer is a permanent resident of the state of New York. Buyer represents and warrants that (i) Seller did not solicit Buyer in the state of New York, (ii) Seller did not send marketing materials or sales agreements to the state of New York, and (iii) Buyer’s decision to purchase the Property was not made as a result of being contacted or solicited in any way in the state of New York.
3. **Counterparts.** This Addendum may be executed in counterparts, a complete set of which shall form a single Addendum.
4. **Conflicts.** In the event of any conflict between this Addendum and the Agreement, this Addendum shall control. In all other respects, the Agreement shall remain in full force and effect.
5. **Entire Agreement.** The Agreement, together with this Addendum and any other addenda and riders to the Agreement, contains the entire agreement between Buyer and Seller concerning the matters set forth herein. All prior discussions, negotiations and contracts relating to investors and occupancy requirements, if any, whether oral or written, are hereby superseded by these documents. No addition or modification of this Addendum or the Agreement shall be effective unless set forth in writing and signed by Buyer and an authorized agent of Seller.

Buyer
Date: _____

Buyer
Date: _____

Buyer
Date: _____

Buyer
Date: _____

SELLER: LENNAR HOMES, LLC

Authorized Agent of Seller
Date: _____

SALES INCENTIVE ADDENDUM

THIS SALES INCENTIVE ADDENDUM (this “Addendum”) is executed in conjunction with and, by this reference, incorporated into the Purchase and Sale Agreement (the “Agreement”) dated as of the _____ day of _____, 20____, between _____ (collectively, “Buyer”) and Seller, as defined in the Agreement, respecting Unit _____ Building _____ in the Condominium.

1. **Defined Terms.** All initially capitalized terms not defined herein shall have the meanings set forth in the Agreement, and all references in this Addendum to the Agreement shall be deemed to include references to this Addendum and to any other addenda and riders attached to the Agreement, which are hereby incorporated by this reference.
2. **Sales Incentives.** Seller has agreed to offer certain specified sales promotions, marketing allowances, discounted options or upgrades, or other discounting of the Property (each, an “Incentive”) as follows:

[**SELECT APPROPRIATE OPTIONS**]

- ☐ At Closing Seller will contribute _____ Dollars (\$_____) towards [**OPTION A**] the Premium. [**OPTION B**] the Total Purchase Price of the Unit. [**OPTION C**] the purchase price of options, upgrades and/or extras. [**OPTION D**] a reduction of the Total Purchase Price of the Unit.
- ☐ At Closing Seller will contribute _____ Percent (____ %) of the Total Purchase Price of the Unit towards [**OPTION A**] the Premium. [**OPTION B**] the Total Purchase Price of the Unit. [**OPTION C**] the purchase price of options, upgrades and/or extras. [**OPTION D**] a reduction of the Total Purchase Price of the Unit.
- ☐ Seller will contribute _____ Percent (____ %) of the Loan amount towards [**OPTION A**] the Premium. [**OPTION B**] the Total Purchase Price of the Unit. [**OPTION C**] the purchase price of options, upgrades and/or extras. [**OPTION D**] a reduction of the Total Purchase Price of the Unit.
- ☐ At Closing Seller will contribute _____ Dollars (\$_____) towards [**OPTION E**] Buyer’s Closing costs. [**OPTION F**] documentary stamp taxes on the Deed, the premium for an owner’s title insurance policy, the title search fees and the costs to record the Deed. [**OPTION G**] Buyer’s Condominium Association (“Association”) dues in an amount not to exceed _____ Dollars (\$_____) per month; Buyer will be responsible for any ASSOCIATION dues in excess of the foregoing Seller contribution. [**OPTION H**] _____ year(s) of Buyer’s Condominium Association (“Association”) dues in an amount not to exceed _____ Dollars (\$_____) per month; Buyer will be responsible for any Association dues in excess of the foregoing Seller contribution.
- ☐ At Closing Seller will contribute _____ Percent (____ %) of the Total Purchase Price of the Unit towards [**OPTION E**] Buyer’s Closing costs. [**OPTION F**] documentary stamp taxes on the Deed, the premium for an owner’s title insurance policy, the title search fees and the costs to record the Deed.
- ☐ Seller will contribute _____ Percent (____ %) of the Loan amount towards [**OPTION E**] Buyer’s Closing costs. [**OPTION F**] documentary stamp taxes on the Deed, the premium for an owner’s title insurance policy, the title search fees and the costs to record the Deed.
- ☐ [**OPTION I**] Seller will pay the documentary stamp taxes on the Deed, the premium for an owner’s title insurance policy, the title search fees and the costs to record the Deed.
- ☐ Seller will install the following in the Unit at no additional charge to Buyer:
- _____
- _____
- _____
- ☐ Seller will install the following fixtures and/or improvements to the Property at no additional charge to Buyer [check ☒ applicable box]:
- ☐ exterior fence
☐ island grill

☐ landscape upgrade package
☐ other: _____

☐ garage refrigerator

[** If Option E, F, G, H or I is selected, add the following**] The Incentive shall be: (i) applied toward Buyer’s Closing costs in an order determined by Seller in its sole discretion and (ii) subject to Seller contribution limits. [**OPTIONAL**The foregoing Incentive is subject to Unit closing on or before _____, 20____; such date may be extended at Seller’s sole discretion**].

3. **Affiliated Business.** Seller has given Buyer notice in the Affiliated Business Arrangement Disclosure Statement that Seller has business relationships with Universal American Mortgage Company, LLC (“**UAMC**”) and North American Title Company, and its affiliate, North American Title Insurance Corporation (collectively, “**North American**”). Buyer is encouraged to find out about the services offered by UAMC and North American. Buyer is not obligated to use an affiliated business of Seller as a condition to either the purchase of the Unit or the Incentive. If the Incentive is applied toward Buyer’s Closing costs, then Buyer’s Closing costs shall be paid at Closing to UAMC and/or North American, or any other Lender and/or title agent of Buyer’s selection, in accordance with applicable law. For the exclusive purpose of this Addendum, Buyer’s Closing costs shall mean those fees and expenses (i) imposed by Lender or by law in connection with Buyer’s loan or (ii) charged by the title agent in connection with an owner’s and/or mortgagee’s title insurance policy for the Property.

4. **Counterparts.** This Addendum may be executed in counterparts, a complete set of which shall form a single Addendum.

5. **Conflicts.** In the event of any conflict between this Addendum and the Agreement, this Addendum shall control. In all other respects, the Agreement shall remain in full force and effect.

6. **Entire Agreement.** The Agreement, together with this Addendum and any other addenda and riders to the Agreement, contains the entire agreement between Buyer and Seller concerning the matters set forth herein. All prior discussions, negotiations and contracts relating to investors and occupancy requirements, if any, whether oral or written, are hereby superseded by these documents. No addition or modification of this Addendum or the Agreement shall be effective unless set forth in writing and signed by Buyer and an authorized agent of Seller.

Buyer
Date: _____

Buyer
Date: _____

Buyer
Date: _____

Buyer
Date: _____

SELLER: LENNAR HOMES, LLC

Authorized Agent of Seller
Date: _____

**COACH HOMES I AT TREVISO BAY, A PHASE CONDOMINIUM MASTER DISCLOSURE AND
INFORMATION ADDENDUM TO PURCHASE AND SALE AGREEMENT
FLORIDA**

THIS COACH HOMES I AT TREVISO BAY, A PHASE CONDOMINIUM MASTER DISCLOSURE AND INFORMATION ADDENDUM (this “**Addendum**”) is executed in conjunction with and, by this reference, incorporated into the Purchase and Sale Agreement (the “**Agreement**”) dated as of the ____ day of _____, 20____, between _____ (“**Buyer**”) and Seller, as defined in the Agreement, respecting Unit ____ Building ____ in the Condominium.

1. **Defined Terms.** All initially capitalized terms not defined herein shall have the meanings set forth in the Agreement, and all references in this Addendum to the Agreement shall be deemed to include references to this Addendum and to any other addenda and riders attached to the Agreement, which are hereby incorporated by this reference.

2. **Condominium Documents.**

2.1 Buyer acknowledges receipt of, and agrees to be bound by, the following documents (collectively, the “**Condominium Documents**”): (i) the Coach Homes I at Treviso Bay, a Phase Condominium Prospectus (the “**Prospectus**”); (ii) the Declaration of Condominium for Coach Homes I at Treviso Bay, a Phase Condominium (the “**Declaration**”), the Articles of Incorporation, By-Laws and any Rules and Regulations of Coach Homes I at Treviso Bay Association, Inc.; (iii) the Amended and Restated Declaration of Covenants, Conditions and Restrictions for Treviso Bay (the “**Master Declaration**”), the Articles of Incorporation, By-Laws and any other documents related to the Treviso Bay Property Owners Master Association, Inc.; and (iv) the Declaration of Covenants, Conditions and Restrictions for Treviso Bay Golf Club (the “**Golf Club Declaration**” or “**Golf Declaration**”), the Articles of Incorporation, By-Laws and any Rules and Regulations of Treviso Bay Golf Club, Inc., all as amended and supplemented from time to time. Buyer acknowledges and agrees that title to the Unit will be subject to the Condominium Documents.

2.2 Buyer acknowledges the provisions of the Condominium Documents are fair and reasonable.

3. **Phase Condominium.** The Condominium is structured to be developed in twenty nine (29) phases pursuant to Section 718.403 of the Florida Condominium Act. Each phase will contain one (1) building containing four (4) units (each, a “**unit**”). The first phase, known as “Phase 1”, is described in Exhibit 1 to the Declaration and shall consist of the land that is initially affected by the Declaration. The Declaration provides for and describes in detail all anticipated phases, describes the impact, if any that the completion of subsequent phases would have on the initial phase, and states the time period within which phases may be added to the Condominium. More particularly, the Declaration includes a description of: (i) the land which may become part of the Condominium and the land on which each phase is to be built; (ii) the general size of units to be included in each phase; and (iii) the membership vote and ownership interest in the Association attributable to each unit in each phase and the results if any additional phase is not developed and added as part of the Condominium. Additional phases may be added by way of amendment to the Declaration and recorded in the Public Records of Collier County, and in said event each amendment will describe the resulting percentage or proportion of each unit’s ownership interest in the Common Elements appurtenant to such unit. NOTWITHSTANDING THE FOREGOING, SELLER, THE CURRENT “**DEVELOPER**” OF THE CONDOMINIUM SHALL HAVE NO DUTY, OBLIGATION OR RESPONSIBILITY TO ADD ANY PHASE OR CONSTRUCT ANY SUBSEQUENT IMPROVEMENT TO THE CONDOMINIUM AND NOTHING CONTAINED HEREIN SHALL BE DEEMED A REPRESENTATION OR WARRANTY THAT ANY ADDITIONAL PHASE WILL IN FACT BE ADDED TO THE CONDOMINIUM. For more information about the Condominium phase structure, please refer to Article 3 of the Declaration.

4. **Master Community; Developer/Declarant; Neighborhoods.** The Condominium is located within the master community known as Treviso Bay (the “**Master Community**” or “**Community**”). At this time, Seller, the Developer of the Condominium is also the stated “Declarant” under the Master Declaration and Golf Declaration, and the Developer of the Master Community and Golf Club (Seller is also sometimes hereinafter referred to as the “**Developer**” or “**Declarant**”). The Master Declaration contemplates that the Master Community will contain separate Neighborhoods (including the Condominium). “**Neighborhoods**” are defined in the Master Declaration as a condominium, a group of single family homes, coach homes, or villas, or any other residential sub-area development within the Master Community designated as such, where all Lots and Living Units (as such terms are defined in the Master Declaration) (all Lots and Living Units, including the units in the Condominium, shall hereinafter also be referred to as a “**Living Unit**”) are part of the Neighborhood Association (including the Association) or where such residential subdivision of a designated area has been designated as a neighborhood by the Declarant. The Master Association may contract with any Neighborhood Association to provide for the maintenance and management of its Neighborhood Common Areas (as defined in the Master Declaration). The Board of Directors of the Master Association (“**Master Board**”) shall prepare a separate budget covering the estimated Neighborhood expenses, if any, for each Neighborhood on whose behalf Neighborhood expenses are expected to be incurred during the coming year as authorized by the Master Declaration or any Supplemental Declaration applicable to such Neighborhood. The budget of Neighborhood expenses shall also include any costs for additional services or a higher level of services which the Master Association and the Neighborhood have agreed upon additional services not otherwise provided for. The Master Association budget shall also reflect the sources and estimated amounts of funds to cover such expenses. The documents establishing or governing a Neighborhood Association shall not be inconsistent with the Master Declaration or its recorded exhibits, except they may establish restrictions on subjects related to the use and occupancy of the property within the Neighborhood, such as pets, parking, architectural controls, leasing and guest occupancy, that are more restrictive than those set forth in the Condominium Documents. For more information about Neighborhoods, Buyer should refer to Article 1, Section 9.2 and Article 11 of the Master Declaration.

5. **Reciprocal Use and Cost Sharing Agreement for the Di Napoli Recreational Facilities.** The lands set forth in Exhibit 1 of the Declaration which are designated as and intended to be created as Phases 1 through 29 of the Condominium were previously designated by Taylor Morrison of Florida, Inc., and intended to be created as part of Di Napoli, a Condominium, according to the Declaration of Condominium recorded in Official Records Book 4334, Page 2484, of the Public Records of Collier County, Florida (the "**Di Napoli Declaration**"). Section 6.3 of the Di Napoli Declaration contemplated that the pool and related recreational facilities described therein as "Phase 32" (the "**Di Napoli Recreational Facilities**") were intended to either be submitted as Phase 32 or conveyed to the Di Napoli Condominium Association, Inc. ("**Di Napoli Association**"). The Di Napoli Association desires to enter into a Reciprocal Use and Cost Sharing Agreement with the Association and/or the Master Association for the purpose of sharing the use and the expenses associated with the Di Napoli Recreational Facilities. As of the date of this Addendum, the Developer desires to provide the unit owners in the Condominium co-equal use and access to the Di Napoli Recreational Facilities. However, the Developer can provide no assurances regarding the execution of such Reciprocal Use and Cost Sharing Agreement or the unit owners' future access and use rights in and to the Di Napoli Recreational Facilities. The Developer, the Association, the Di Napoli Association and/or Master Association, Inc. have not finalized the terms of any Reciprocal Use and Cost Sharing Agreement but intend to enter into such an agreement prior to the recording of the Declaration in the Public Records of Collier County, Florida. The Developer and Association, on their behalf and on behalf of all Unit Owners (each of whom hereby consents to appoint the Developer and Association as their attorney-in-fact to enter into such agreements) and understanding that, each shall have the right to enter into a Reciprocal Use and Cost Sharing Agreement with the Di Napoli Association and/or the Master Association to share expenses and access for the use of the Di Napoli Recreational Facilities. By initialing below, Buyer understands and agrees that upon the implementation of the Reciprocal Use and Cost Sharing Agreement, each Condominium unit owner's access and use rights in and to the Di Napoli Recreational Facilities, and any related expenses in connection therewith, shall be governed thereby. For more information about the status of the Reciprocal Use and Cost Sharing Agreement and the Di Napoli Recreational Facilities, Buyer should refer to Section 3.10 of the Declaration or contact the Association.

Buyer_____ Buyer _____

6. **Association Memberships.**

6.1 Upon conveyance and recording of the Deed to the Property, Buyer understands and agrees that Buyer will then become a member of the Treviso Bay Property Owners Master Association, Inc., a Florida not-for-profit corporation (the "**Master Association**"), a Golf Member (as described in Article 4 of the Golf Club Declaration) of the Treviso Bay Golf Club, Inc., a Florida not-for-profit corporation (the "**Golf Club**" or "**Golf Association**"), and a member of Coach Homes I at Treviso Bay Association, Inc., a Florida not-for-profit corporation (the "**Association**"). Buyer agrees to accept the liability and obligations of such memberships. Buyer understands that as a member of the Master Association, the Golf Association and the Association, Buyer will be required to pay Master Association Assessments (as defined in the Master Declaration), Golf Club Assessments (as defined in the Golf Club Declaration) and Association Assessments (as defined in the Declaration) for the maintenance of the Common Areas (as defined in the Master Declaration), the Golf Club Common Areas (as defined in the Golf Declaration) and the Common Elements (as defined in the Declaration) for such other uses and purposes as are provided for in the Condominium Documents. Buyer also understands and agrees that a failure to pay Master Association Assessments, Golf Club Assessments and/or Association Assessments when due could cause the Master Association, Golf Association and/or Association to record a lien on the Property and to foreclose such lien. Master Association Assessments, Golf Club Assessments and Association Assessments are subject to additional increases in the manner currently provided for in the Condominium Documents. Seller, the Association, the Master Association the Golf Association and any other builder cannot estimate the amount or frequency of any such increase.

6.2 Buyer acknowledges that nominees of Seller may serve as the initial officers and directors of the Master Association, Golf Association and Association. The officers and directors and the management company are authorized by Buyer to act for and on the behalf of the Master Association, Golf Association and Association. Seller may, but is not required to, advance monies to the Master Association, Golf Association and Association for operations. In the event such advances are made, they will be considered a loan from Seller, and the Master Association, Golf Association and Association, as applicable, will be obligated to repay such advances as set forth in the Condominium Documents.

7. **Golf Club Mandatory Membership.**

7.1 **Golf Membership.** Golf membership is appurtenant to, and may not be separated from ownership of the Living Unit. The rights, powers, duties and privileges of Golf members shall be as set forth in the Golf Club Declaration. Portions of the Golf Club Common Areas available to members of the Golf Club shall be used and enjoyed by Buyer on a non-exclusive basis, in common with such other Owners, each Golf Member, Interim Member, Declarant Member, and Golf Member for the Day – Private Club (all as defined in Article 4 of the Master Declaration) that may be entitled to use the Club (as defined in Article 4 of the Golf Club Declaration) under the terms in the Golf Club Declaration. Each unit owner (each, an "**Owner**") may temporarily delegate his right of use in and to the Golf Club Common Areas to his non-resident guests (if the guests are accompanied by the Owner) or to tenants who reside in the Living Unit, but only to the extent and subject to conditions, limitations and restrictions as may be provided for in the Golf Club Declaration. Each Owner shall be financially and legally responsible for the actions of any person to whom the Owner has delegated his or her right to use the Golf Club Common Areas. For more information about Golf Membership, Buyer should refer to Article 4 of the Golf Club Declaration and the Condominium Documents.

7.2 **Golf Club Common Areas.** The Golf Club shall operate, maintain, and if deeded by the Declarant, hold record title to the Golf Club Common Areas, which shall include, without limitation, an eighteen (18) hole golf course (the "**golf course**"), golf practice facilities, golf maintenance facilities, golf cart facility and golf pro shop.

Buyer_____ Buyer _____

As of the date of this Addendum, the golf course and temporary golf pro-shop have been constructed. Seller can provide no assurances as to the timing of completion of construction of the Golf Club Common Areas, or which portions of the Golf Club Property (as defined in the Golf Club Declaration) currently owned by the Declarant will be deeded to the Golf Club as Golf Club Common Areas. Buyer acknowledges that the Declarant and/or the Golf Club may, in its sole and absolute discretion, enter into agreements with the Tournament Players Club ("TPC"), for management of the Golf Club Common Areas, reciprocal play by TPC members, or other terms and conditions. For more information regarding the Golf Club Common Areas and the Golf Association's powers thereon, Buyer should refer to Article 2 and Section 3.1 of the Golf Club Declaration.

7.3 Golf Course Usage and Availability. The Owners of a Living Unit subject to the Golf Declaration are entitled to only one (1) golf membership. The actual number of golf memberships which may be created is in the sole discretion of Declarant, but it is anticipated that the number will be approximately eight hundred (800). Use rights in the golf course for each such golf membership shall be limited to persons comprising one (1) "family" (as such term is defined in the Golf Club Declaration). There is no guarantee that there will be availability for the golf course or Golf Club Common Areas at any particular time. Availability of the Golf Club Common Areas may be limited to weather, season, exceeded capacity or other factors affecting playability of the golf course. Neither the Golf Club nor the Declarant shall be liable under any circumstances for a Golf Member's inability to access the Golf Club Common Areas from time to time. For more information about golf course usage and availability, Buyer should refer to Section 4.1 of the Golf Club Declaration, Article 15 of the Master Declaration and the Condominium Documents.

8. Condominium Charges. In addition to the Closing Costs set forth in Rider 1, Buyer shall pay the following additional Closing Costs respecting the Condominium:

8.1 Association Assessments. Assessments payable to the Association ("Association Assessments") will be prorated for the month in which the Closing occurs (based on the then current Association Assessments at the time of closing). Such Association Assessments are estimated to be \$790.01 per quarter or \$3,160.04 per year for the year 2012, collected quarterly, and are based on the estimated operating budget for the Association. Buyer acknowledges that the estimated operating budget for the Association is only an estimate of what it will cost to run the Association during the period of time stated in the budget and that many of the expenses in the budget are beyond control of the Seller. The budget is not guaranteed and may change at any time prior to or after Closing to cover increases or decreases in expenses or estimates in the budget. Buyer acknowledges and agrees that after the expiration of Seller's guarantee as set forth in Section 14.10 of the Declaration, the Association Assessments payable by the Buyer may also change based on, among other things, the costs of operating, insuring and maintaining the Common Elements. Buyer will receive a copy of any such changes in the budget or Association Assessments. For more information on the Association Assessments, Buyer should refer to Articles 13 and 14 of the Declaration.

8.2 Association Initial Capital Contribution. Buyer acknowledges that among other Assessments provided for in the Condominium Documents, Association has established an initial capital contribution for the Condominium ("Initial Capital Contribution"). Buyer acknowledges that upon conveyance of the Property an Initial Capital Contribution in the amount of \$200.00 (or such other amount as determined by Association from time to time) is due to Association. The Initial Capital Contribution may be used by Association for any reason whatsoever including, without limitation, reimbursing Seller's costs in setting up the Association and the costs of funding the deficit. Buyer acknowledges and agrees that the Initial Capital Contribution is not to be considered as an advance payment of Assessments. In the event Seller has guaranteed the Association Assessments, the Initial Capital Contribution may not be used by Seller to defray any of its expenses, reserve contributions, or construction costs or to make up any budget deficits while Seller is in control of Association. Notwithstanding the foregoing, Seller may reimburse itself for funds it paid to Association, if any, for an unsold Unit's share of the Initial Capital Contribution to Association when control of Association is transferred to Unit Owners. The Initial Capital Contribution shall comprise a segregated fund of Association. Further, the Initial Capital Contribution may not be used in a manner inconsistent with Section 718.116(9)(b) of the Florida Statutes. For more information on the Initial Capital Contribution, please refer to Section 13.8 and Section 24.3 of the Declaration.

8.3 Reserve Funds. Buyer acknowledges that the Association may establish Reserve Funds (as defined in the Declaration). For more information on the Reserve Funds, please refer to Section 13.5 of the Declaration.

8.4 Special Assessments. Buyer acknowledges that the Association may levy a Special Assessment (as defined in the Declaration). For more information on Special Assessments, please refer to Section 13.6 of the Declaration.

8.5 Use Fees. Buyer acknowledges that the Association may establish Use Fees (as defined in the Declaration). For more information on the Use Fees, please refer to Section 13.7 of the Declaration.

8.6 Master Association Assessments. Assessments payable to the Master Association, including the Base Assessments, Special Assessments, and Neighborhood Assessments, as applicable (as such terms are defined in the Declaration) (collectively, the "Master Association Assessments") will be prorated for the month in which the Closing occurs (based on the then current Assessments at the time of closing). Such Master Association Assessments are estimated to be \$1,446.00 per year, plus \$505.32 per year for cable, and \$500.00 per year per unit for food service when it becomes available (which amounts may be increased from time to time), based on the estimated operating budget for the Master Association. Buyer acknowledges that the estimated operating budget for the Master Association is only an estimate of what it will cost to run the Master Association during the period of time stated in the Master Association budget and that many of the expenses in the Master Association budget are beyond control of the Master Association. The Master Association budget is not guaranteed and may change at any time prior to or after Closing to cover increases or decreases in expenses or estimates in the Master Association

budget. Buyer acknowledges and agrees that after the expiration of Seller's guarantee as set forth in Section 9.7.2 of the Master Declaration, the Master Association Assessments payable by the Buyer may also change based on, among other things, the costs of operating, insuring and maintaining the Common Areas. Buyer will receive a copy of any such changes in the budget or Master Association Assessments. For more information on the Master Association Assessments, please refer to Article 9 of the Master Declaration.

8.7 Master Association Special Assessments. Buyer acknowledges that the Master Association may levy Special Assessments (as defined in the Master Declaration) to cover unbudgeted expenses or expenses in excess of those budgeted. Any such Special Assessment may be levied against the entire Membership (as defined in the Master Declaration), if such Special Assessment is for common expenses, or against the Living Units within any Neighborhood if such Special Assessment is for Neighborhood expenses. For more information on Master Association Special Assessments, please refer to Section 9.4 of the Master Declaration.

8.8 Master Association Specific Assessments. Buyer acknowledges that the Master Association has the power to levy Specific Assessments (as defined in the Master Declaration) against a particular Living Unit to cover costs of services to Living Units upon request for special services by an Owner, costs incurred in bring the Living Unit into compliance with the Governing Documents (as defined in the Master Declaration), or against the Living Units within any Neighborhood to reimburse the Master Association for costs incurred in bringing the Neighborhood into compliance with the provisions of the Governing Documents, provided the Master Board gives prior written notice to the Owners representing the Neighborhood before levying any such assessment. For more information on Master Association Specific Assessments, please refer to Section 9.5 of the Master Declaration.

8.9 Master Association Reserves. Buyer acknowledges that the Master Association may establish Reserves (as defined in the Master Declaration). For more information on Master Association Reserves, please refer to Section 9.3 of the Master Declaration.

8.10 Master Association System Service Assessment. Buyer acknowledges that the Master Association may establish a System Assessment for System Services (as such terms are defined in the Master Declaration). For more information on the Master Association System Assessment, please refer to Section 7.4 of the Master Declaration.

8.11 Master Association Capitalization Assessment. Buyer acknowledges that upon acquisition of record title to a Living Unit, and upon each subsequent transfer or conveyance of any type whatsoever, a contribution shall be made by or on behalf of the purchaser to the Master Association in an amount established by resolution of the Master Board. Such funds may be used for any purpose whatsoever in the discretion of the Master Board, including but not limited to, using such funds to pay any operating deficit or any operating expense to pay, cover or defray any expense of the Master Association. This amount shall be in addition to, not in lieu of, the annual Base Assessment and shall not be considered an advance payment of such assessment. The capitalization assessment shall be paid to the Master Association at closing or other settlement of the transfer or conveyance of the Living Unit. For more information on the capitalization assessment, please refer to Section 9.10 of the Master Declaration.

8.12 Master Association Initial Capital Contribution Assessment. Buyer acknowledges that at Closing Buyer shall pay to the Declarant an initial capital contribution for the Master Association in the amount of **\$1,500.00**. The funds derived from the initial capital contribution shall be used at the discretion of the Declarant for any purpose, including but not limited to, future and existing capital improvements, operating expenses, support costs and start-up costs. For more information on the initial capital contribution for the Master Association, please refer to Section 9.11 of the Master Declaration.

8.13 Master Association Resale Capital Contribution. Buyer acknowledges that the Master Association may establish a Resale Capital Contribution (as defined in the Master Declaration) upon the transferee in any conveyance of a Living Unit by an Owner. The amount of the Resale Capital Contribution shall be initially set as **\$1,500.00**. For more information on the Master Association Resale Capital Contribution, please refer to Section 9.12 of the Master Declaration.

8.14 Grant Fee. Buyer acknowledges that there will be a grant fee of **\$250.00** ("**Grant Fee**") that Buyer is required to pay at Closing in connection with the Rookery Bay Environmental Grant ("**Grant**"). The Grant Fee shall be utilized for the resource management of lands within the RBN ESTUARINE RR (defined below) and environmental education, which may include, but not be limited to, prescribed burning, exotic vegetation removal, hydrological enhancement, and establishment of educational programs for the general public and the Members of the Master Association. The Grant will be managed by the National Fish and Wildlife Foundation. For more information on the Grant Fee, Buyer should refer to Section 9.14 of the Master Declaration.

8.15 Golf Club Assessments. Assessments payable to the Golf Club, including the Annual Assessments, Special Assessments and Resale Capital Assessments (as such terms are defined in the Golf Declaration) and other fees or charges (including fines) (collectively, the "**Golf Club Assessments**") will be prorated for the month in which the Closing occurs (based on the then current Golf Club Assessments at the time of closing). Such Golf Club Assessments are estimated to be **\$2,554.00** per year, shall be fixed, levied, established and collected as provided in Article 8 of the Golf Club Declaration and in Section 6 of the Bylaws of the Golf Club. Buyer acknowledges and agrees that after the expiration of Declarant's guarantee as set forth in Section 8.2 of the Golf Club Declaration, the Golf Club Assessments payable by the Buyer may also change based on, among other things, the costs of operating, insuring and maintaining the Golf Common Areas. Buyer will receive a copy of any such changes in the budget or Golf Club Assessments. For more information on the Golf Club Assessments, please refer to Article 8 of the Golf Declaration and Section 6 of the Golf Club Bylaws.

8.16 Golf Club Special Assessments. Buyer acknowledges that any special assessments levied by the Board of Directors of the Golf Club ("**Golf Board**") shall be assessed equally against all Living Units. Under no circumstances will the Declarant have any obligation to pay special assessments. For more information on the Golf Club Special Assessments, please refer to Article 8 of the Golf Declaration.

8.17 Golf Club Charges. Buyer acknowledges that any charge by the Golf Club authorized by law or by the Golf Club Documents to be imposed on less than all of the Living Units shall not be deemed an assessment. Payment of such Golf Club charges may be enforced as provided in Section 8.8 and 8.9 of the Golf Declaration which provide in part that the Golf Club has a lien on each Living Unit for any unpaid past due assessments and charges, together with interest, late payment penalties and reasonable attorneys' fees incurred by the Golf Club in enforcing this lien. For more information on the Golf Club charges, please refer to Sections 8.8, 8.9 and 8.12 of the Golf Declaration.

8.18 Golf Club Reserves. Buyer acknowledges that the Golf Board may establish Reserves (as defined in the Golf Declaration). For more information on Golf Club Reserves, please refer to Section 8.16 of the Golf Declaration.

8.19 Golf Club Initial Capital Assessments. The first purchaser of each Living Unit subject to the Golf Club Documents, at the time of closing of the conveyance from the Declarant to the Buyer, shall pay to the Declarant an initial capital contribution for the Golf Club ("**Golf Club Initial Capital Assessment**"). The funds derived from the Golf Club Initial Capital Assessments shall be used at the discretion of the Declarant for any purpose, including but not limited to, future and existing capital improvements, operating expenses, support costs and start-up costs. Unless subsequently adjusted by the Declarant, the amount of the Golf Club Initial Capital Assessment shall be initially set as **\$1,000.00**. For more information on the Golf Club Initial Capital Assessment, please refer to Section 8.11 of the Golf Declaration.

8.20 Golf Club Resale Capital Contribution. In addition to the Golf Club Initial Capital Contribution, the Golf Club may levy a Resale Capital Contribution (as defined in the Golf Declaration) upon the transferee in any conveyance of a Living Unit by a Golf Member. The amount of the Golf Club Resale Capital Assessment and the manner of payment shall be as determined by resolution of the Golf Board from time to time; provided, however, all Living Units similarly situated shall be assessed at a uniform rate. Unless subsequently adjusted by the Golf Board, the amount of the Resale Capital Contribution shall be initially set as **\$1,000.00**. For more information on the Golf Club Resale Capital Contribution, please refer to Section 8.12 of the Golf Declaration.

9. Municipal Service Benefit Unit. Buyer acknowledges that Master Community is or may be located in one or more municipal service benefit units ("**MSBU**") pursuant to Resolution No. 2010-168, recorded in Official Records Book 4610 at Page 2307, of the Public Records of Collier County, Florida ("**Resolution**") for the purpose of providing and regulating solid waste collection and disposal services and/or any other purpose for which an MSBU may be established under Florida law. Collier County intends to finance the solid waste collection and disposal services through the levy of special assessments (non-ad valorem assessments) against residential units within such MSBU. The MSBU's total special assessments for the solid waste collection and disposal services for FY 2011 is **\$173.49** per residential unit. Buyer agrees to be subject to and bound by any such established MSBU and to pay fees, charges, surcharges, assessments or other expense, in whatever nature or form, relating thereto. For more information, Buyer should refer to the Resolution, a copy of which is included in the Title Documents and is available for inspection in Seller's office.

9. Amenities and Recreational Facilities. The Master Association and Golf Club's recreational and other commonly used facilities that are intended for non-exclusive use by unit owners in the Condominium are described more fully in Sections 4 and 5 of the Prospectus. The Prospectus is included in and forms a part of the Condominium Documents. To date, the Developer has not yet constructed certain amenities and recreational facilities in the Common Areas and Golf Club Common Areas which may have been contemplated by the Condominium Documents, including, without limitation: a clubhouse building and related improvements, golf pro shop, golf cart facilities, restaurant, lounge, kitchen, men's and women's locker rooms, offices and restrooms, a sports center which will contain a fitness center, salon and spa, offices, aerobics room, men's and women's rest rooms, a utility room and a tennis pro shop, six (6) swimming pools, and five (5) tennis courts. By initialing below, Buyer acknowledges and agrees that Seller makes no representations or assurances about whether any of the foregoing amenities and recreational facilities will be constructed within the Master Community and Golf Club, and Buyer is not relying upon the construction of any of the foregoing amenities and recreational facilities in deciding to purchase the Property.

Buyer _____

10. Security. The Master Community is gated and the roads within the Master Community are private.

11. Golf Course.

11.1 Some units in the Condominium may be located on or adjacent to the Treviso Bay golf course (the "**golf course**"). The flight of a golf ball is extremely difficult to control. Depending upon the location of the Unit and the manner in which a golf shot is hit, a golf ball may periodically fly onto the Unit or the Condominium or strike the Unit. While all units and in particular units adjacent to the golf course are subject to being hit by golf balls, units on the right hand side of a course and in or around doglegs on golf holes are subject to being hit more often. Because Seller and the Association do not generally monitor players at the golf course, and because of the difficulty in controlling the flight of a golf ball, Seller will not be responsible for golf balls that strike the Unit or any damages caused by same. Seller strongly encourages Buyer to consider the location of the Unit carefully, particularly if this issue is of concern to Buyer. Buyer hereby acknowledges and accepts the following inherent risks associated with the golf course:

Buyer _____ Buyer _____

11.1.1 maintenance on the golf course may begin early in the morning and extend late into the evening, ordinarily occurring from sunrise to sunset;

11.1.2 maintenance activities can be noisy;

11.1.3 the golf course will be periodically heavily fertilized;

11.1.4 golf course maintenance can require the use of chemicals and pesticides;

11.1.5 the golf course may be watered with reclaimed water, although reclaimed water is not currently being used; and

11.1.6 golf balls are extremely difficult to control and may enter a unit owner's airspace, strike an Owner, Owner's guests, yard, walls, roof, windows, landscaping and personal property causing personal injury and property damage. Each Owner is responsible for taking such action as such Owner deems appropriate to protect persons and property.

11.2 Seller and its agents, servants, employees, directors, officers, affiliates, representatives, receivers, subsidiaries, predecessors, successors and assigns, and the Association, the Golf Association and Master Association and their respective agents, servants, employees, directors, officers, affiliates, representatives, receivers, subsidiaries, successors and assigns, shall not in any way be responsible for any claims, damages, losses, demands, liabilities, obligations, actions or causes of action whatsoever, including, without limitation, actions based on (1) any invasion of the use or enjoyment of the Property by Buyer, any other occupants of the Property, or any of their respective agents, contractors or invitees, (2) design of the golf course, proper or improper, (3) the level of skill of any golfer (regardless of whether such golfer has the permission of the management to use the golf course), and (4) trespass by any golfer on the Unit, or that may result from property damage or personal injury from golf balls (regardless of number) hit onto the Unit or adjacent property or roadways. Furthermore, Buyer hereby assumes the risk inherent in owning property adjacent to or nearby a golf course including, without limitation, the risk of personal injury and property damage from errant golf balls, and hereby indemnifies and agrees to hold Seller, the Association, the Golf Association and the Master Association harmless from any and all loss arising from claims by such Buyer, any other occupants of the Property, or any of their respective agents, contractors or invitees, or any other persons using or visiting the Unit, or for any personal injury or property damage.

11.3 A significant portion of the golf course is located within the 100-year flood plain as designated by the Federal Emergency Management Agency. During and after periods of heavy or extended rainfall, the golf course may become unplayable for extended and unknown durations.

11.4 The golf course maintenance facility will be located at 9955 Corso Bello Drive, Naples. Although there is a buffer around the golf course maintenance facility, Seller cannot guarantee that the Property and Buyer will not be exposed to unpleasant odors, noise, or activities occurring within the facility or along the passageway between the facility and the golf course itself.

12. **Lighted Tennis Courts.** The tennis courts within the Master Community will be lighted at various times. Please note that the lights from the tennis courts may be bright enough to be seen from Buyer's Property during the evening hours. The presence of the tennis courts within the Master Community may increase traffic volumes, noise, outdoor lighting, pedestrian activity and other similar impacts.

13. **Building and Use Restrictions.** Every unit is subject to building and use restrictions as set forth in Articles 11 and 18 of the Declaration and Articles 5 and 6 of the Master Declaration. These restrictions are subject to change without notice. Building and use restrictions may affect, among other things, residential and nonresidential uses, building specifications, accessory structures, nuisance, home occupancy, signage, antennas, satellite dishes, animals, driveways, vehicle parking (commercial vehicles prohibited), rubbish, utility and drainage easements, clothes lines, fences, special rights of Seller, any developer and homebuilder(s), leases and restoration of units. Seller encourages Buyer to carefully review the Declaration and Master Declaration to ensure the long-term quality of life for both Buyer and Buyer's neighbors.

14. **Municipal Building Codes and Ordinances.** Every city or town has building codes and other ordinances that regulate what is permissible within its jurisdictional limits. Prior to making changes to Buyer's Unit, Buyer should contact Collier County Growth Management Planning and Regulation, Building Review and Permitting, or Code Enforcement, at (239) 252-2400 for further information concerning local codes and ordinances. Seller is not responsible for notifying Buyer or any other unit owners of the content or restrictions contained in any local codes or ordinances.

15. **Architectural Control.** The Board of Directors of the Association and the Architectural Review Committee of the Master Association will have architectural review powers as set forth in Articles 9 and 11 of the Declaration, and Article 6 of the Master Declaration.

16. **Pet Restrictions.** Buyer understands that the only pets allowed in the Condominium and Master Community are those which are in accordance with the restrictions contained in the Condominium Documents, or any amendments thereto. Buyer further understands that ownership of pets shall be in compliance with all local laws and regulations and such other rules as may be promulgated by the Association and Master Association to be established in connection with the Condominium and Master Community. Such rules shall include, but not be limited to, a requirement that all dogs or other pets be kept on a leash whenever such pets are not on the Owner's property and that such pets be kept off the Golf Club grounds, including the golf course at all times. For more

information about these and other pet restrictions, Buyer should refer to Section 18.13 of the Declaration, Sections 5.14 and 15.1(b) of the Master Declaration and the Condominium Documents.

17. **Leases; Short Term Rentals.** Buyer acknowledges that units in the Condominium may be rented pursuant to Section 18.9 of the Declaration and Section 5.3 of the Master Declaration, and subject to the following:

17.1 In accordance with the Declaration, no portion of a Unit (other than an entire Unit) may be rented. All leases shall be in writing and on forms approved by the Association and shall provide (or, if it does not provide, shall be automatically deemed to provide) that a material condition of the lease shall be the tenant's full compliance with the covenants, terms, conditions and restrictions of the Declaration (and all Exhibits thereto) and with any rules and regulations adopted by the Association from time to time (before or after the execution of the lease). Unit Owners are responsible for providing to their tenants copies of all such documents or instruments. The minimum lease term is one (1) month or thirty (30) days, whichever is less, and no unit may be rented more than four (4) times in one (1) year. The Association may reject any lease in which the tenant has been adjudicated a pedophile.

17.2 In accordance with the Master Declaration, Living Units may be leased only upon prior written approval of the Master Board. The minimum allowable lease period shall be thirty (30) consecutive days. No Living Unit may be rented or leased more than four (4) times in any twelve (12) month period. No lease may begin sooner than thirty (30) days after the first day of occupancy under the last previous lease. All leases are subject to the following restrictions and conditions: (a) the lease must be written, and a fully executed copy must be provided to the Association not less than fifteen (15) days before the beginning of the lease term, together with such other information about the tenants as the Master Board may reasonably require, (b) no lease may be for less than thirty (30) consecutive days, (c) no subleasing or assignment of lease rights is allowed, and (d) no one but the lessee and the lessee's spouse, if any, and the unmarried children who live with their parents, may occupy the Living Unit during a lease. All of the provisions of the Governing Documents (as defined in the Master Declaration) and the rules and regulations of the Master Association shall be applicable to and enforceable against any person occupying a Living Unit as a lessee or guests to the same extent as against an owner. Any lease entered into without notice, or otherwise in violation of the foregoing shall, at the option of the Master Board be treated as a nullity and the Master Board shall have the power to evict the lessee without securing consent to such eviction from the Owner.

Buyer may refer to Section 18.9 of the Declaration and Section 5.4 of the Master Declaration and any amendments thereto or contact the Association if Buyer has any questions concerning leases or short term rentals.

18. **Flood Zone.** Buyer acknowledges that the Property may be in a flood zone. Mortgage lenders will typically require the issuance of flood insurance as a requirement for financing, which insurance must be present at Closing. Seller recommends that each Buyer of a Unit protect his/her Unit by obtaining proper insurance coverage. It is possible, however, for Buyer to submit documentation to the Federal Emergency Management Agency (FEMA) to have the Unit re-classified by FEMA, whereby the mortgage lender may have the option to waive the requirement of flood insurance. Buyer is solely responsible for the submission to FEMA for such re-classification and any and all expenses related to such submission. Further, Buyer acknowledges and understands that the waiver of flood insurance is at the sole discretion of the mortgage lender. If the Common Elements are located within an area which has special flood hazards and for which flood insurance has been made available under the National Flood Insurance Program (NFIP), Association shall maintain insurance coverage in appropriate amounts, available under NFIP for all buildings and other insurable property within any portion of the Common Elements located within a designated flood hazard area.

19. **Irrigation System.**

19.1 Buyer acknowledges and agrees that the irrigation system to be provided by Seller for the Common Elements and Common Areas may utilize a water supply from a well, lake or other natural source of water. The water from these sources may or may not have a high concentration of iron which can cause staining. Seller cannot detect in advance which water supply may stain walls, sidewalks, driveways and surrounding areas. Buyer understands that it may become necessary to install a treatment system to the irrigation water to prevent staining on the Unit, sidewalks, driveways, or other surrounding areas and that if such treatment system is necessary it shall be paid for by Buyer.

19.2 Some units may lie adjacent to drainage and utility structures such as storm water overflow swales, storm water catch basins, manholes, fire hydrants, electrical transformers, switch boxes, telephone pedestals and streetlights. None of these items shall be altered, obstructed, buried, modified, restricted or interfered with in any manner whatsoever.

19.3 Collier County provides water to the Condominium and Master Community. Because Seller does not control the water supply, Seller cannot guarantee the quality of the water provided to the Condominium and Master Community. Municipalities and other providers of water services in the area of the Condominium and Master Community (including Collier County) may enact mandatory or voluntary cut backs or other restrictions in water usage. Seller has no control, influence, responsibility or liability for or over decisions concerning water rationing.

19.4 If Buyer has any questions about utility rates, services, safety, or anything else to do with overhead or underground transmission or utility lines, Buyer should contact the utility companies directly.

20. **Waterbodies.** BUYER ACKNOWLEDGES THAT THE WATER LEVELS OF LAKES, PONDS OR OTHER WATERBODIES WITHIN THE CONDOMINIUM AND/OR THE MASTER COMMUNITY MAY VARY. THERE IS NO GUARANTEE BY SELLER, THE ASSOCIATION, THE MASTER ASSOCIATION OR THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT THAT WATER LEVELS WILL BE CONSTANT

OR AESTHETICALLY PLEASING AT ANY PARTICULAR TIME; AT TIMES, WATER LEVELS MAY BE NONEXISTENT.

21. **Surface Water Management System.** Buyer acknowledges that the Master Community's surface water management system ("**Surface Water Management System**"), which includes, without limitation: ditches, canals, lakes, and water retention ponds located within the Common Areas, shall be operated, repaired and maintained by the Master Association as permitted by the South Florida Water Management District ("**SFWMD**") pursuant to applicable permit(s) issued by SFWMD. Buyer acknowledges the following: (a) no structure of any kind shall be constructed or erected, nor shall an Owner in any way change, alter, impede, revise or otherwise interfere with the flow and the volume of water in any portion of the Surface Water Management System reserved for drainage ways, sluiceways or for the accumulation of runoff waters, as reflected in any permits therefor, or plat or instrument of record, without the specific written permission of the Master Association and the Declarant; (b) an Owner or Neighborhood Association (including the Association) shall in no way deny or prevent ingress and egress by Declarant, the Master Association, SFWMD or the Wentworth Estates Community Development District (the "**District**") to such Surface Water Management System and drainage areas for maintenance or landscape purposes; (c) No Living Unit shall be increased in size by filling in any water retention or drainage areas on which it abuts. Owners shall not fill, dike, rip-rap, block, divert or change the established Surface Water Management System without the prior written consent of the Master Association, SFWMD or the District, and the Declarant (so long as Declarant owns any portion of the Properties); (d) water management for any Living Unit or Neighborhood (including the Condominium) shall be provided in accordance with the overall Surface Water Management System for the Properties in the Master Community (collectively the "**Properties**"); (e) lakes and spillways in the Master Community are not visual amenities to the Properties, but are part of a functioning water management system. As such, the water levels in the lakes are not guaranteed, and will fluctuate from time to time; (f) the use of any lake or wetland within the Master Community is managed by the Master Association or the District. No Owner may use the lakes within any part of the Properties in any manner except as may be permitted from time to time by the Master Association or the District at their and absolute discretion; (g) no boats or other watercraft powered by gasoline or diesel fuel shall be permitted on any body of water within the Properties except as may be required by the Master Association, the District or the Declarant. Boat usage is expressly limited to the maintenance of the Surface Water Management System; and (h) the use of pesticides in any lake or wetland is prohibited, excepting only any such use by the Master Association, the District and the Declarant. For more information regarding the Surface Water Management System, Buyer should refer to Section 13.2 of the Master Declaration, contact the Master Association or SFWMD at (239) 263-7615.

22. **Conservation Easement Areas.** Buyer acknowledges and agrees that property within the Master Community may contain or abut "**Conservation Areas**" which are protected under the Permit, any permits of the Master Association, and/or dedicated by plats. The Conservation Areas are dedicated in the Master Declaration as Common Areas and are the perpetual responsibility of the Master Association or the District and may in no way be altered from their natural or permitted state. Activities prohibited within the Conservation Areas include, but are not limited to, construction or placing of buildings on or above the ground; dumping or placing soil or other substances such as trash; removal or destruction of trees, shrubs, or other vegetation – with the exception of exotic/nuisance vegetation removal; excavation, dredging or removal of soil material; diking or fencing; any other activities detrimental to drainage; flood control, water conservation, erosion control, or fish and wildlife habitat conservation or preservation. For additional information about these and other restrictions relating to the Conservation Easement Areas, Buyer should review Section 13.3 of the Master Declaration and that certain Deed of Conservation Easement recorded in Official Records Book 4396, Page 1061, of the Public Records of Collier County, Florida, a copy of which is included in the Title Documents, and contact the Master Association or SFWMD at (239) 263-7615.

23. **Open Space and Buffers.** Buyer acknowledges that any property conveyed or dedicated to the Master Association or the District which is designated as open space, landscape buffer, preserve area, or conservation area on any plat, permit, or other document recorded in the Public Records, shall be owned and maintained by the Master Association or the District in a natural open condition. The Master Association, the District, or any Owner shall not do anything that diminishes or destroys the open space, buffers, preserve area or conservation areas, and such areas shall not be developed for any purpose except that which improves or promotes the use and enjoyment of such areas as open space. Any landscape buffer installed and maintained in the Common Area under requirements of Collier County ordinances, or the requirements of any other governmental entity, and which is located in an easement area shall be permanently maintained by the Master Association. In the event that any portion of the landscaping consisting of trees and shrubs in such easement areas are removed, the Master Association shall replace the trees and shrubs with like size and species as a Common Expense of the Master Association and without expense to Collier County, Florida or such other governmental entity with jurisdiction over the buffer. For additional information, Buyer should review Section 13.4 of the Declaration or contact the Master Association.

24. **Endangered Species; Mitigation Plan.** Attached to the Department of the Army Permit No. SAJ-1998-06220 for the underlying lands are the following management plans for endangered or protected species: (1) American Crocodile Management Plan prepared October 1999, (2) Bald Eagle Management Plan prepared June 24, 2003, and (3) Standard Protection Measures for the Eastern Indigo Snake. The United States Department of the Interior has also provided a biological opinion dated June 29, 2005 regarding the effects on the endangered Florida Panther in the PUD (defined below). In addition, a mitigation plan dated June 2005 has been prepared for wetland impacts resulting from the proposed development of the Master Community. Copies of the foregoing are included in the Title Documents and are available for inspection in Seller's office.

25. **Effluent Disposal and Water Supply.** Buyer understands and consents to the possibility of irrigation of the Common Area and other areas within the Properties with treated effluent, provided that the effluent emanates from an approved treatment plant with a current operating permit from the State of Florida, Department of Environmental Protection, or other such agency with jurisdiction. All Living Units and Neighborhoods within the Properties may be equipped with dual water lines, one of which shall be designated to utilize non-potable water. All underground irrigation systems must be connected to the non-potable water line and all spigots on the exterior

portion of a structure shall be connected to the potable water line. OWNERS ARE HEREBY ADVISED THAT THE EFFLUENT AND NON-POTABLE WATER EMANATING FROM THE NON-POTABLE WATER SYSTEMS THROUGHOUT THE PROPERTIES MAY NOT BE SAFE OR APPROVED FOR HUMAN OR ANIMAL CONSUMPTION. ONLY THE POTABLE WATER AVAILABLE AT THE PROPERTIES SHALL BE CONSUMED. Each Owner and Neighborhood Association (including the Condominium) shall be required to connect the water lines on his Living Unit or Neighborhood Common Area to the lines of the utility provider(s) providing service within the Properties, as applicable. The Declarant, its designees, successors or assigns shall have the exclusive right to develop and utilize the ground and surface water resources of the Properties for any legal purpose, including the distribution and use of such water within and beyond the Properties. The conveyance of any Living Unit to an Owner or parcel to a Builder by Declarant does not include the right to develop or utilize the ground or surface water resources within such Living Unit or parcel or the right to use or extract any of the subsurface oil, gas, or minerals within such Living Unit or parcel. For additional information on effluent disposal and water supply, Buyer should review Section 13.5 of the Master Declaration or contact the Association.

26. **Rookery Bay National Estuaries Research Reserve (“RBN ESTUARINE RR”)**. Buyer acknowledges that the RBN ESTUARINE RR manages the Rookery Bay lands located west of the Master Community; its goal is to protect and restore cultured sites, natural ecological functions and assist in the recovery of endangered species through the following means: (1) identification of inappropriate activities within RBN ESTUARINE RR; (2) invasive species control and/or removal; (3) prescribed burn management; (4) hydrologic restoration of flowways and wetlands; (5) controlling illegal dumping and managing visitor access; (6) posting boundary signs, management regulations and fencing where necessary; (7) education programs and (8) cooperative efforts with private landowners and local, state and federal agencies and organizations. All Owners consent to the above-mentioned activities and acknowledge and consent to the Declarant, the Master Association, and the District establishing procedures, if any with RBN ESTUARINE RR to accomplish the following, without limitation:

26.1 Restore flow ways by ensuring that the water management plan is developed and maintained to restore flow paths to provide connectivity within watershed wetlands and receiving estuaries and in addition to minimize impacts to both on-site and off-site wetlands once developed.

26.2 Define appropriate setbacks and safeguards and establish firebreaks and access points along the property boundary to protect property and life from wildfire and RBN ESTUARINE RR prescribed burns. RBN ESTUARINE RR shall also work to control illegal dumping on RBN ESTUARINE RR lands.

26.3 Removal of invasive and/or nuisance animals and plants from the Properties, including the removal and/or trapping of domestic animals (*i.e.* Owner’s pets including without limitation, cats, dogs and other domestic pets) that enter upon RBN ESTUARINE RR lands.

26.4 RBN ESTUARINE RR shall develop controlled public access points along the Property boundary.

26.5 RBN ESTUARINE RR staff, the Declarant and Master Association will work in cooperation to develop adult educational programs and workshops educating the Owners and the potential Owners about RBN ESTUARINE RR. Informational signage, development of outreach programs, publications and products addressing priority issues affecting the resources shall also be developed.

26.6 RBN ESTUARINE RR, Declarant and the Master Association shall also work in cooperation to develop a program for long term monitoring indicators of natural biodiversity and water quality, to establish Best Management Practice monitoring for the golf course in conjunction with the golf club, and to undertake a qualitative inventory of fauna and flora along the connector road that is to be constructed on RBN ESTUARINE RR lands.

Each Owner by taking title to a Living Unit, consents: (1) to the activities pertaining to the RBN ESTUARINE RR lands which are described with particularity in the Declaration including without limitation RBN ESTUARINE RR prescribed burns, (2) to not conduct any activities adverse to the goals set forth pertaining to the RBN ESTUARINE RR lands and (3) to work in cooperation with RBN ESTUARINE RR, the Declarant, and the Association to achieve these goals for the mutual benefit of all parties. For more information about these and other restrictions related to the RBN ESTUARINE RR, Buyer should refer to Section 13.8 of the Master Declaration, or contact the Master Association or RBN ESTUARINE RR at (239) 417-6310 or via email Gary.Lytton@dep.state.fl.us.

27. **Urban Stormwater Management Plan**. Buyer acknowledges that the Urban Stormwater Plan (as described in the Master Declaration) (hereinafter, the “**Plan**”) discusses non-structural controls, intended to improve the quality of stormwater runoff by reducing the generation and accumulation of potential stormwater runoff contaminants at or near the respective sources for each constituent, along with significant structural components of the primary stormwater treatment system. Elements of the Plan described below shall be implemented by the Master Association or Owner, as applicable. Although many of the methodologies and procedures outlined in this are general Best Management Practices (BMP’s) which can be useful in attenuating pollutants in many types of urbanized settings, the implementation of these practices has been optimized, to the maximum extent possible, to reflect the unique character of the Master Community and the surrounding hydrologic features. Pollution prevention guidelines are provided for the areas of (1) nutrient and pesticide management; (2) street sweeping; (3) solid waste management; (4) operation and maintenance of the stormwater management and treatment system; (5) routine water quality testing; and (6) construction activities. A discussion of each of these activities is given in the Master Declaration. In particular, Owners must commit themselves to the practice of responsible and careful landscape design and maintenance of their property to prevent contamination of surface waters. The guidelines described in the Condominium Documents are intended to help Owners make educated environmental choices regarding the maintenance of individual yards within the Master Community. In general, a landscape plan must be developed for each Living Unit, as applicable. The plan must be comprehensive in nature and follow the landscape design guidelines established by the Master Association and must promote revegetation of each Living Unit as quickly as possible. Only registered commercial applicators and detached Living Unit Owners are permitted to apply

chemicals within the property on a detached Living Unit. All chemical products must be used in accordance with the manufacturer's recommendations. The application of any chemical product within five (5) feet of any surface water including but not limited to ponds, lakes, drainage ditches or canals, is prohibited. The use of any chemical product in a manner that will allow airborne or waterborne entry of such products into surface water is prohibited. This rule shall not apply to the use of chemical agents, by certified lake management specialists, for the control of algae and vegetation within the stormwater lakes or ponds. For this and additional restrictions regarding the use of pesticides, fungicides, or herbicides is limited to products, please refer to Section 13.9 of the Master Declaration or contact the Master Association.

28. **Disaster Management.** Buyer acknowledges that the Master Community is located in a hurricane vulnerability zone. The hurricane evacuation time in Collier County, Florida, is high, and hurricane shelter space is limited. The Master Association shall have the authority to prepare disaster management plans and educational information regarding hurricane threats. The Master Association may, but shall not be obligated to take reasonable precautions to mitigate the hardship caused by foreseeable natural disasters through development of disaster management plans. In addition, the Master Board may establish preparations for the Master Association and its Members, budgeting, staffing, and coordination with local authorities and with contractors, suppliers, and insurers. The expense of developing, updating and implementing the disaster management plan, if any, shall be included as an expense in the Master Association's budget. For more information, Buyer should refer to Section 13.7 of the Master Declaration or contact the Master Association.

29. **Regulatory and Governmental Approvals.** The Master Community is located within the Wentworth Estates Planned Unit Development ("**PUD**"), as adopted by Ordinance No. 03-51 (the "**PUD Ordinance**") by the Board of County Commissioners of Collier County, Florida on September 23, 2003, as amended from time to time. The PUD, a residential golf course community with a commercial component, consists of approximately 1,558.49± acres in Collier County, of which only approximately 1,044.72 ± acres will be impacted by the proposed development; approximately 513.77 ± acres have been sold to RBN ESTUARINE RR for conservation purposes. The PUD will contain single family and multi-family residential units; the proposed product types may include standard single-family homesites, two-family duplexes, estate homesites, detached and attached villas, town homes, carriage homes, cluster housing and condominiums. Approximately ten (10) acres of commercial area are proposed within the PUD to provide service and retail shopping opportunities for the residents of the PUD, with up to approximately 85,000 square feet of commercial space. For more information on the approvals required and pending in the Master Community, Buyer should contact Collier County Growth Management Planning and Regulation, Zoning and Land Development Review at (239) 252-2400 and review the Ordinance, a copy of which is included in the Title Documents and is available for inspection in Seller's office.

30. **Prices/Market Values.** Seller shall have the unilateral right to establish prices for the units in the Condominium. Seller may, at its sole discretion, increase or decrease the price or the price per square foot for any unit or option at any time, or offer incentives for sales of units in the Condominium, all without notice to Buyer. Once Buyer has signed the Agreement establishing a price for the Property, the prices for any subsequent changes or upgrades to the Unit as requested by Buyer, including but not limited to design, floor plan, options, materials or otherwise, are subject to change by Seller until a written and signed agreement on the price is reached by Seller and Buyer for such change or upgrade. Seller makes no representations or warranties that the price for the Property or options in the Unit will be increased or decreased for other buyers of identical or similar units or options. Seller also makes no representations or warranties that changes or options made by Buyer will or will not increase or decrease the market value of the Property, and Buyer understands and agrees that such upgrades or options may not increase or may actually decrease the market value of the Property. The Property is being sold for residential purposes and not as an investment.

31. **Construction and Sales Activities.** BUYER ACKNOWLEDGES THAT SOME AREAS OF THE CONDOMINIUM AND/OR THE MASTER COMMUNITY MAY BE UNDER DEVELOPMENT FOR AN EXTENDED TIME. INCIDENT TO THE DEVELOPMENT PROCESS, THE QUIET ENJOYMENT OF THE CONDOMINIUM AND/OR THE MASTER COMMUNITY MAY BE UNAVOIDABLY INTERFERED WITH TO SOME EXTENT BY THE CONSTRUCTION OPERATIONS. Construction, development and sales activities in the Condominium and/or the Master Community will likely occur after Buyer has taken occupancy of Buyer's Unit. Depending upon Buyer's sensitivities, this may result in some inconvenience to Buyer and Buyer's family and guests due to increased noise, dust, road closures, operation of the model units and sales offices, and other activities. Construction activities can occur at various hours throughout the day, and sales activities can result in additional traffic and visitors throughout the Condominium, particularly before the Condominium is completely built out. Seller cannot guarantee that Buyer will not be affected or impacted as a result of the overall construction and development of the Condominium. Seller gives no guarantees or assurances on the active time of the Condominium model units. Units across the street or next to the model units may remain undeveloped until Seller determines that these units are no longer needed for marketing purposes.

32. **Views.** Future development and construction activities in the Condominium and Master Community can and will modify the view from units (including but not limited to the Unit). Trees and other foliage may be added or removed. Because future development and construction activities in the Condominium and Master Community will modify views from units, Seller does not warrant or guarantee any existing views will be maintained in the future relative to the Property.

33. **Streetlights.** Numerous streetlights may be installed within the Condominium and Master Community, many of which will be installed after units have been completed, sold and occupied. Streetlights are sized and placed in accordance with Collier County ordinances, and could in some instances generate light in or obstruct views from units in the Condominium. Information about streetlight size, light output, design and location of streetlights within the Condominium can be obtained from the Association.

34. **Trees and Foliage.** The Condominium and Master Community contain numerous native trees of various sizes and varieties. While care has been taken during the planning and construction of the Condominium and Master Community to save trees, future development and construction may require the removal of additional trees, shrubs and other foliage and, therefore, Seller does not guarantee the preservation of any trees, shrubs, ground cover or other foliage in the Condominium and Master Community or adjacent to Buyer's Unit, and cannot be responsible for short or long-term damages to foliage due to construction or development activities. Seller makes no representation or warranty that trees in the Condominium will not be removed.

35. **Facilities and Conditions Affecting Units and the Condominium.**

35.1 The information set forth in this section contains an overview of facilities and conditions which may affect some or all units in the Condominium (including but not limited to the Unit). Because Seller does not have control over development outside of the Condominium or Master Community, Seller does not warrant or guarantee any future development, usage, or lack of development or usage for properties located outside of the Condominium, or their possible impact on the residents of the Condominium and Master Community. For additional information about offsite features that may affect the purchase of the Property, please contact the local governmental authorities having jurisdiction over the Condominium.

35.2 Seller advises Buyer that the Condominium is or may be adjacent to or near some of the following:

DRAINAGE CHANNEL, AIRPORT, RAILROAD TRACKS, STORM WATER DETENTION FACILITY, COMMUNITY CENTER, ELEVATED WATER STORAGE TOWER, SCHOOL FACILITY, SCHOOL SITE, SPORTS FACILITY OR BALL FIELD, LAKES, PARK AND/OR RECREATION FACILITY, WATER PLANT/SEWER PLANT, LIFT STATION, CELLULAR PHONE, RADIO, TELEVISION OR OTHER TOWER ANTENNA SITE, HIGH VOLTAGE TRANSMISSION LINES OR PIPELINE EASEMENT.

Buyer acknowledges that such facilities may impact noise, vibration, lighting, traffic and other conditions caused by daily operations of the facility. Drainage channels, lakes and storm water detention facilities will have varying levels of water for varying periods of time depending upon rainfall.

35.1 **Wild Animals.** As a result of the open spaces and bodies of water in and around the Master Community, Buyer may periodically find wild animals within the confines of the Master Community including, but not limited to, deer, swine, raccoons, spiders, snakes, bees, fire ants, alligators and other reptiles and other insects common to the area. Contact with any wild animal can be dangerous. Should Buyer encounter any such animal, Buyer is encouraged to contact Buyer's local animal control office for further instructions.

35.2 **Polling Places.** Building space within the Common Areas may be allocated to accommodate an electoral polling place. The presence of a polling place can cause increased noise, outdoor lighting, traffic and other conditions while in use. For more information, please contact the Master Association or refer to Section 3.11 of the Master Declaration.

35.3 **Bike Path.** The PUD provides for the establishment of limited areas for a sidewalk/bike path/jogging/golf cart network within the Master Community.

35.4 **High Voltage Transmission Lines.** There are high voltage transmission lines located within or adjacent to the Master Community and the Condominium. If Buyer has questions about safety, or anything to do with the transmission lines, please call Florida Power & Light Company at 239-262-1322.

35.5 **Agricultural Operations.** Some of the area around the Master Community and/or Condominium is currently rural in nature and there may be certain agricultural operations that Buyer may, depending upon Buyer's sensitivity, find to be an inconvenience or a nuisance. Farmers sometimes use raw manure, chemical fertilizers, herbicides, insecticides, and rodenticides, which at times may be offensive to other people, especially sensitive people. Buyer is advised to take the time to drive around the area to ensure that Buyer is satisfied with all agricultural and other uses.

35.6 **Property West of the Master Community.** The property to the west of the Master Community includes vacant land zoned as Sabal Bay Community. For additional information about the future zoning and uses of the property located to the west of the Master Community, Buyer should contact Collier County Growth Management Planning and Regulation, Zoning and Land Development Review at (239) 252-2400.

35.7 **Property North of the Master Community.** The Lely Resort, a residential community, is located to the north of the Master Community. For additional information about the future zoning and uses of the property located to the north of the Master Community, Buyer should contact Collier County Growth Management Planning and Regulation, Zoning and Land Development Review at (239) 252-2400.

35.8 **Property East of the Master Community.** Residential communities are located to the east of the Master Community. For additional information about the future zoning and uses of the property located to the east of the Master Community, Buyer should contact Collier County Growth Management Planning and Regulation, Zoning and Land Development Review at (239) 252-2400.

35.9 **Property South of the Master Community.** The adjacent property to the south of the Master Community is a preservation area known as Rookery Bay. For additional information about the future zoning and uses of the property located to the south of the Master Community, Buyer should contact Collier County Growth Management Planning and Regulation, Zoning and Land Development Review at (239) 252-2400.

35.10 Development of Adjacent Property. Buyer acknowledges that Seller's current development plans for the Master Community where the Condominium and the units are located may change and that no representations or warranties are made concerning the development of the Master Community, or any property adjacent to, surrounding, or near such Master Community. The terms of this paragraph shall survive Closing.

35.11 Major Public Roads. The Master Community is located along portions of Treviso Bay Boulevard. This road may experience traffic, especially during the tourist season, as a route to and from the Tamiami Trail, U.S. Highway 41 ("Tamiami Trail"). In addition, certain units in the Condominium may be located within proximity to the Tamiami Trail. Buyer acknowledges that the proximity of the Tamiami Trail to the units in the Condominium may impact noise, vibration, lighting, traffic and other conditions caused by daily use.

35.12 Future Commercial/Retail Uses. Within the Master Community lies a commercial parcel. The commercial parcel may be developed with major commercial and retail uses in the future. The development of such uses near to the Master Community may increase traffic volumes, noise, outdoor lighting, pedestrian activity and other similar impacts resulting from commercial development.

36. Public Financing of Capital Improvements. Collier County may finance certain capital improvements in the Condominium, may issue bonds in connection with such financing and may create one or more special tax districts within the Condominium to provide for repayment of such bonds.

37. County Taxes, Charges and Fees. Units within the Condominium are subject to Collier County taxes, utility charges, fees and may become part of a special taxing district. For additional information, contact the Collier County Tax Collector at (239) 252-8172.

38. Addendum not a Substitute. Buyer acknowledges and agrees that this Addendum is not a substitute for reading the entire Document Book. For a more detailed explanation of any section contained in this Addendum, refer to the Document Book.

39. Land Use and Title Documents. Each Owner by acceptance of a deed to a Unit in the Condominium acknowledges that such Unit is subject to certain title and land use documents and all amendments thereto, which may include, without limitation any and all, documents affecting title to the Unit recorded in the Public Records of Collier County and unrecorded land use documents (collectively, the "Title Documents"). A copy of the Title Documents shall be available for inspection in Seller's office. The Title Documents are incorporated by reference as if set forth herein. Seller's plan to build the units and the Condominium may necessitate from time to time the further amendment, modification and/or termination of the Title Documents. SELLER RESERVES THE UNCONDITIONAL RIGHT TO SEEK AMENDMENTS AND MODIFICATIONS OF THE TITLE DOCUMENTS. It is possible that a governmental subdivision or agency may require the execution of one or more documents in connection with an amendment, modification, and/or termination of the Title Documents. To the extent that such documents require the joinder of Owners other than Seller, Seller by any one of its duly authorized officers, may, as the agent and/or the attorney-in-fact for the Owners, execute, acknowledge and deliver any documents required by applicable governmental subdivision or agency; and the Owners, by virtue of their acceptance of deeds irrevocably nominate, constitute and appoint Seller, through any one of its duly authorized officers, as their proper and legal attorney-in-fact for such purpose. This appointment is coupled with an interest and is therefore irrevocable. Any such document executed pursuant to this Section may recite that it is made pursuant to this Section. Notwithstanding the foregoing, each Owner agrees, by its acceptance of a deed to a Unit: (i) to execute or otherwise join in any documents required in connection with the amendment, modification, or termination of the Title Documents; and (ii) that such Owner has waived its right to object to or comment on the form or substance of any amendment, modification, or termination of the Title Documents.

40. Cable TV and Telecommunications System. The Declarant or the Master Association, or both, shall have the right to enter into contracts for the exclusive provision of the System, as Declarant and the Master Association shall deem, in their sole respective discretion, to be in the best interest of the Master Community. The "System" is defined in the Master Declaration as one (1) or more cable and/or telecommunications receiving and distribution systems and electronic surveillance systems, emergency, medical and surveillance monitoring, or alarm systems. The Declarant shall have and reserves in the Master Declaration to itself and its designees, successors, assignees and licensees, a perpetual and exclusive right, privilege, easement and right-of-way for the installation, construction and maintenance of the System, together with rights and privileges of ingress and egress, for installing, construction, inspecting, maintain, altering, moving, improving and replacing the facilities and equipment constituting the System. Either the Declarant or the Master Association may receive valuable consideration for the grant of the exclusive right to provide System services. Every Living Unit to which the Service System is available for many contractual designee(s) shall be subject to a System service assessment, payable per Living Unit for System services, including, without limitation, cable television services. The Master Association shall bill the appropriate System service assessment to each Living Unit along with other assessments for common expenses, which may be due and payable at the same time, and shall collect same and remit payment to the contractual designee(s) providing the System services. Subject to the Master Association's paramount right to enter into one or more contracts for the provision of a Telecommunications Service (as defined in the Declaration) for the Condominium, the Association shall have certain limited rights thereto as described more fully in the Declaration. For more information on the Cable TV and Telecommunications System, Buyer should refer to Sections 7.2, 7.3 and 7.4 of the Master Declaration, Section 24.5 of the Declaration, or contact the Association.

41. Monitoring System. The Association shall have the right, but not the obligation, to contract for the installation of a Monitoring System (as defined in the Declaration) for each Unit within the Condominium and for the Condominium, so long as such contract(s) would not necessitate assessment of the Developer as a Unit Owner for capital improvements, or be detrimental to the sales of Units by the Developer. As described in Section 24.6.2 of the Declaration, the Monitoring System, if installed, may include a central alarm system, wireless communication to Units (as defined in the Declaration), one or more manned gatehouses, one or more electronic gates, and roving

attendants using vehicles, or any combination thereof. Association and Developer do not warrant or guaranty in any manner that the system will include these items, but reserve the right to install or provide the foregoing items, or any other items they deem appropriate in their sole and absolute discretion. Prior to the Turnover Date (as defined in the Declaration), all contracts for Monitoring Systems shall be subject to the prior written approval of Developer. In the event the Monitoring System is installed by a party other than Developer, each Unit Owner acknowledges that Developer may receive lump sum or monthly compensation from such party in connection with the costs of operating and maintaining the Monitoring System. Such compensation may be paid on a per Unit or other basis. Buyer acknowledges and agrees that ASSOCIATION AND DEVELOPER SHALL NOT BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OF FAILURE TO PROVIDE ADEQUATE ACCESS CONTROL OR INEFFECTIVENESS OF ACCESS CONTROL MEASURES UNDERTAKEN. For more information on the Condominium's Monitoring System, Buyer should refer to Section 24.6 of the Declaration.

42. **Disclaimer Regarding Security Services.** The Declarant and the Master Association shall not be liable if security services are not provided. All persons using or occupying any portion of the Master Community are responsible for their own security and the security of their own property. Neither the Master Association, the Declarant, nor the Golf Club are insurers or guarantors of security for persons or property within the Master Community, nor shall they be liable in any way on account of loss, damage or injury resulting from lack of security, or the lack of effectiveness of any security measures undertaken. The Declarant makes no representations or warranties, express or implied, including any warranty of merchantability or fitness for any particular purpose, relative to any fire protection system and/or burglar alarm systems, or other security systems, recommended or installed or any security measures undertaken within the Master Community. For more information, Buyer should refer to Section 16.4 of the Master Declaration or contact the Master Association.

43. **Statements Made by Sales Staff and Brokers.** Seller wants to ensure that Seller and Buyer are in full agreement on all terms and conditions relating to the Agreement. To best ensure that there are no misunderstandings, Buyer should ensure that all terms and conditions (including all statements, representations, or understandings upon which Buyer relies in purchasing the Property) are set forth in writing in the Agreement. **If there are any statements, representations or understandings which are made by a sales staff person or any other representative of Seller which are material to Buyer's decision to purchase, Buyer should insist that any such statement, representation or understanding is put in writing and contained in the Agreement. Seller reserves the right to reject the Agreement notwithstanding the inclusion of any such item in the Agreement.**

44. **COMMUNITY DEVELOPMENT DISTRICT.** THE WENTWORTH ESTATES COMMUNITY DEVELOPMENT DISTRICT (THE "**DISTRICT**") HAS BEEN CREATED TO PROVIDE CERTAIN INFRASTRUCTURE, FACILITIES, SERVICES AND MAINTENANCE OPERATIONS FOR THE CONDOMINIUM AND MASTER COMMUNITY.

44.1 **DISTRICT DEBT SERVICE ASSESSMENTS.** THE DISTRICT HAS ISSUED SPECIAL ASSESSMENT REVENUE BONDS (THE "**BONDS**") TO FINANCE THE COST OF THE PUBLIC INFRASTRUCTURE OF THE CONDOMINIUM AND MASTER COMMUNITY WHICH MAY INCLUDE, WITHOUT LIMITATION, THE CONSTRUCTION AND MAINTENANCE OF THE ROADS AND THE SURFACE AND STORM WATER SYSTEM WITHIN THE CONDOMINIUM AND MASTER COMMUNITY ("**PUBLIC INFRASTRUCTURE**"). THE BONDS WILL BE REPAYABLE FROM NON AD VALOREM SPECIAL ASSESSMENTS (THE "**DISTRICT DEBT SERVICE ASSESSMENTS**") IMPOSED BY THE DISTRICT ON PROPERTY WITHIN THE CONDOMINIUM AND MASTER COMMUNITY, WHICH PROPERTY HAS BEEN FOUND TO BE SPECIALLY BENEFITED BY THE PUBLIC INFRASTRUCTURE. EACH UNIT IS SUBJECT TO A DISTRICT DEBT SERVICE ASSESSMENT TO PAY THE PRINCIPAL AND INTEREST ON THE BONDS AS THEY BECOME DUE AND PAYABLE.

_____ BUYER'S INITIALS

44.2 **AMOUNT.** THE DISTRICT DEBT SERVICE ASSESSMENT FOR A UNIT FOR THE DISTRICT'S CURRENT FISCAL YEAR, **FY 2011-2012**, AS APPROVED BY THE DISTRICT'S BOARD OF SUPERVISORS, IS **\$1,380.00** ("**ANNUAL DISTRICT DEBT ASSESSMENT**") (SUBJECT TO FEES AND COSTS ASSOCIATED WITH THE UNIFORM METHOD OF COLLECTION). THE DISTRICT DEBT SERVICE ASSESSMENTS FOR A UNIT WITHIN THE DISTRICT IS BASED UPON ITS DETERMINED ALLOCATION OR SHARE OF THE SPECIAL BENEFIT RECEIVED FROM THE PUBLIC INFRASTRUCTURE AND IS PAYABLE OVER THE LIFE OF THE BONDS (GENERALLY A PERIOD OF 30 YEARS). THE DISTRICT DEBT SERVICE ASSESSMENTS MAY VARY FROM YEAR TO YEAR DUE TO THE FOLLOWING WHICH MAY INCLUDE, WITHOUT LIMITATION: COUNTY TAX COLLECTOR AND PROPERTY APPRAISER COLLECTION FEES, EARLY PAYMENT DISCOUNTS ASSOCIATED WITH THE UNIFORM METHOD OF COLLECTION, AND THE ISSUANCE BY THE DISTRICT OF ANY ADDITIONAL BONDS.

_____ BUYER'S INITIALS

44.3 **PREPAY OPTION.** EACH OWNER HAS THE OPTION OF PREPAYING IN FULL THE DISTRICT DEBT SERVICE ASSESSMENT IMPOSED AGAINST ITS UNIT. THE PREPAYMENT AMOUNT WILL DECLINE EACH YEAR AS A PORTION OF DISTRICT DEBT SERVICE ASSESSMENTS ARE USED TO REDUCE THE PRINCIPAL ON THE DISTRICT'S OUTSTANDING BONDS.

_____ BUYER'S INITIALS

44.4 **DISTRICT MAINTENANCE SPECIAL ASSESSMENTS.** IN ADDITION TO THE DISTRICT DEBT SERVICE ASSESSMENTS, THE DISTRICT IMPOSES AN ANNUAL NON AD VALOREM ASSESSMENT TO FUND THE OPERATIONS OF THE DISTRICT AND THE MAINTENANCE OF ITS PUBLIC INFRASTRUCTURE AND SERVICES ("**DISTRICT MAINTENANCE SPECIAL ASSESSMENTS**"). EACH UNIT IS SUBJECT TO DISTRICT MAINTENANCE SPECIAL ASSESSMENTS.

Buyer _____ Buyer _____

BUYER ACKNOWLEDGES RECEIPT OF THE DISTRICT'S INFORMATIONAL BROCHURE AND THE DISTRICT'S BUDGET PRIOR TO SIGNING THIS AGREEMENT. THE BUDGET FOR DISTRICT MAINTENANCE SPECIAL ASSESSMENTS IS SUBJECT TO CHANGE. IT IS ANTICIPATED THAT THE ANNUAL DISTRICT MAINTENANCE SPECIAL ASSESSMENT FOR THE DISTRICT'S CURRENT FISCAL YEAR, **FY 2011-2012**, WILL BE APPROXIMATELY **\$210.25** PER UNIT. THE AMOUNT OF THE ANNUAL DISTRICT MAINTENANCE SPECIAL ASSESSMENT WILL VARY FROM YEAR TO YEAR BASED UPON THE DISTRICT'S GENERAL FUND BUDGET ADOPTED BY THE DISTRICT'S BOARD OF SUPERVISORS EACH YEAR AND MAY ALSO VARY DUE TO COUNTY TAX COLLECTOR AND PROPERTY APPRAISER COLLECTION FEES AND EARLY PAYMENT DISCOUNTS ASSOCIATED WITH THE UNIFORM METHOD OF COLLECTION.

_____ BUYER'S INITIALS

44.5 DISTRICT ASSESSMENTS. DISTRICT MAINTENANCE SPECIAL ASSESSMENTS TOGETHER WITH THE DISTRICT DEBT SERVICE ASSESSMENTS SHALL COMPRISE THE "**DISTRICT ASSESSMENTS**." WHILE THE DISTRICT ASSESSMENTS ARE NOT TAXES, UNDER FLORIDA LAW, THE DISTRICT ASSESSMENTS WILL CONSTITUTE A LIEN CO-EQUAL WITH THE LIEN OF STATE, COUNTY, MUNICIPAL AND SCHOOL BOARD TAXES AND MAY BE COLLECTED BY THE DISTRICT THROUGH THE USE OF THE COUNTY'S AD VALOREM TAX BILL SENT EACH YEAR BY THE TAX COLLECTOR OF COLLIER COUNTY. THE HOMESTEAD EXEMPTION IS NOT APPLICABLE TO THE DISTRICT ASSESSMENTS. BECAUSE A TAX BILL CANNOT BE PAID IN PART, FAILURE TO PAY THE DISTRICT ASSESSMENTS OR ANY OTHER PORTION OF THE TAX BILL WILL RESULT IN THE SALE OF TAX CERTIFICATES AND COULD ULTIMATELY RESULT IN THE LOSS OF TITLE TO THE PROPERTY OF THE DELINQUENT TAXPAYER THROUGH THE ISSUANCE OF A TAX DEED.

_____ BUYER'S INITIALS

[THE REST OF THIS PAGE LEFT INTENTIONALLY BLANK]

44.6 THE DISTRICT MAY IMPOSE AND LEVY TAXES OR ASSESSMENTS, OR BOTH TAXES AND ASSESSMENTS, ON THIS PROPERTY. THESE TAXES AND ASSESSMENTS PAY THE CONSTRUCTION, OPERATION, AND MAINTENANCE COSTS OF CERTAIN PUBLIC FACILITIES AND SERVICES OF THE DISTRICT AND ARE SET ANNUALLY BY THE GOVERNING BOARD OF THE DISTRICT. THESE TAXES AND ASSESSMENTS ARE IN ADDITION TO COUNTY AND OTHER LOCAL GOVERNMENTAL TAXES AND ASSESSMENTS AND ALL OTHER TAXES AND ASSESSMENTS PROVIDED FOR BY LAW. FOR MORE INFORMATION, BUYER SHOULD CONTACT THE DISTRICT MANAGER, WARD & ASSOCIATES, PHONE: (954) 658-4900, OR VIA EMAIL AT WARD9490@COMCAST.NET.

45. **Counterparts.** This Addendum may be executed in counterparts, a complete set of which shall form a single Addendum.

46. **Conflicts.** In the event of any conflict between this Addendum and the Agreement, this Addendum shall control. In all other respects, the Agreement shall remain in full force and effect.

47. **Entire Agreement.** The Agreement, together with this Addendum and any other addenda or riders to the Agreement, contains the entire agreement between Buyer and Seller concerning the matters set forth herein. All prior discussions, negotiations and contracts relating to investors and occupancy requirements, if any, whether oral or written, are hereby superseded by these documents. No addition or modification of this Addendum or the Agreement shall be effective unless set forth in writing and signed by Buyer and an authorized agent of Seller.

Buyer
Date:_____

Buyer
Date:_____

Buyer
Date:_____

Buyer
Date:_____

SELLER: LENNAR HOMES, LLC

By:_____
Authorized Agent of Seller
Date:_____

Here's how the Florida EnergyGauge program works.

After the rating, you'll get an easy-to-read form like the one on the inside page. The Rating Guide has a scale that allows you to compare the specific home you're looking at with the most efficient and the least efficient homes of the same size with the same number of bedrooms available in your part of the state today. In addition to this overall estimate of energy use and comparisons, you get a detailed breakdown on the energy costs of the home's air conditioning, space heating, water heating, refrigerator, clothes dryer, cooking costs, lighting, pool pumping and other miscellaneous equipment.

One of the keys to the success of this program is the uniformity of ratings, made possible by the use of the EnergyGauge® software developed by the Florida Solar Energy Center. It has been specially designed to let Raters input the key data on the home and obtain accurate information for comparison purposes. A unique optimization feature even lets Raters determine what energy-efficiency features can be added to the home to maximize cost-savings and comfort-improvement.

So how can a home energy rating help you reduce your energy use and save money?

That's easy. While the design and construction of your home and the efficiency of its appliances and equipment control the most significant portion of its energy use, occupant lifestyle will still have a big effect on exactly how much energy gets used. Your comfort preferences and personal habits - the level at which you set the thermostat, whether or not you turn off lights and fans when leaving a room, how much natural ventilation you use, and other factors - will all affect your home's actual monthly energy use.

Florida's program parallels national activities.

The Residential Energy Services Network (RESNET) sets the national standards for Home Energy Rating Systems (HERS), and Florida's system meets these standards. The Florida Building Energy Rating Guide provides a HERS Index for the home. This national score enables homes to qualify for national mortgage financing options requiring a HERS Index. This index is computed in accordance with national guidelines, considering the heating, cooling, water heating, lighting, appliance, and photovoltaic energy uses. HERS awards stars to the rating.

Tell your Realtor or builder that you want to get the home rated before you buy it.

They can give you the names of Raters in your area. Additional information on the program is available from the Energy Gauge Program Office at 321-638-1715, or visit our Web site at www.floridaenergycenter.org.

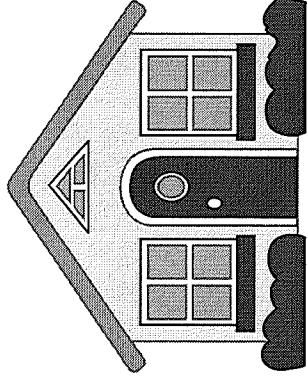
Who does Energy Ratings?

It is important to note that only Florida State Certified Raters are allowed to perform ratings. These Raters have undergone rigorous training programs and have passed the RESNET National Core exam and the required challenge exams. They are also required to undergo continuing education classes and additional exams to keep their certifications current. An on-going quality control program also watches over their Ratings and their work. All their Ratings are submitted to a central registry that checks them for accuracy and compiles generic building data.

Energy Ratings in Florida

The Florida Building Energy-Efficiency Rating Act (Florida Statute 553.990) was passed by the State Legislature in 1993 and amended in 1994. It established a voluntary statewide energy-efficiency rating system for homes. The Rating System has been adopted by DCA Rule 9B-60.

Thinking About Buying a Home?



Get An EnergyGauge® Rating!

Consider the Benefits:

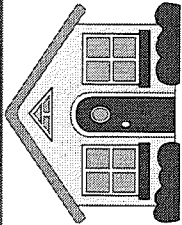
- ▲ More Home for Less Money
- ▲ Improved Mortgage Options
- ▲ Enhanced Indoor Comfort
- ▲ Superior Energy Efficiency
- ▲ More Environmental Sustainability
- ▲ Tested Quality Construction
- ▲ Greater Resale Value



The Florida Energy Gauge Program
Florida's Building Energy Rating System

1679 Clearlake Road
Cocoa, Florida 32922-5703
321-638-1715

Fax: 321-638-1010
E-Mail: info@energygauge.com
Web site: www.floridaenergycenter.org



Congratulations on your decision to purchase a home.

As you know, there are a lot of factors to consider before signing on the dotted line. By now, you've probably checked out the location of the home you like the best. You know how much the seller wants, how many bedrooms there are, whether your dining room table will fit, where you'll park your car and lots of other important things.

But wait, there's still one more important thing you really ought to do.

You wouldn't buy a car without asking how many miles-per-gallon it gets, would you? So why would you even think of buying a house without knowing how much the power bills will be? That's why now is the perfect time to get an Energy-Gauge® rating on the house.

Since 1994, there has been a voluntary statewide energy-efficiency rating system for homes in Florida, and prospective homeowners just like you all around the state are getting their homes rated before they make their purchase. There are several very important reasons why:

▲ **Energy ratings give homebuyers a marketplace yardstick that measures the benefits of energy-efficiency improvements.** You get detailed estimates of how much your energy use will cost.

▲ **Energy ratings give you clear and specific information that lets you compare similar homes on their energy use.** Two homes might look similar, but one may be efficient and comfortable and the other an energy-guzzler with a very uncomfortable interior.

FORM FRBER-2006

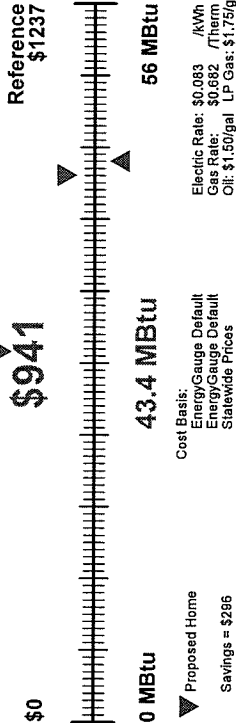
**Projected Rating Based on Plans
Field Confirmation Required**

Energy Gauge
Anyplace
Miami, FL

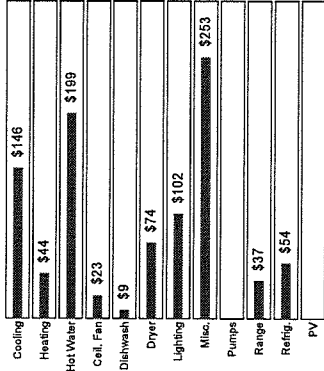
Effective Date:

Title: Miami_TaxCredit
Design: Orlando, FL
TMY: ORLANDO_INTL_ARPT, FL
CZ1 - New home tax credit qualification example

BUILDING ENERGY RATING GUIDE



This Home may Qualify for EPA's Energy Star Label¹
This Home Qualifies for an Energy Efficient Mortgage (EEM)




HERS Index²: 68



NOTES:

¹The home builder must have signed a Memorandum of Understanding with EPA as an Energy Star Homes partner.

²HERS Index calculated in accordance with 2006 RESNET standard, Section 303.2 (Reference home = 100, Zero energy use = 0).



Robert Certified **000000**
Certified Rater I.D. Number

Signature _____ Date _____

This Rating Guide is provided to you by a Home Energy Rater who is trained and certified to perform Ratings in accordance with the RESNET standard. The Rater's name and signature must be included on this Rating Guide. For more information or complaints regarding the EnergyGauge Program Office, contact:

EnergyGauge Program Office
Cocoa, FL 32922-5703
(321)638-1492
engauge@fsec.ucf.edu

10/6/2008 10:13:48 AM

EnergyGauge® / USRRIB v2.8

Page 1/1

▲ Maybe most important of all, the national **Home Energy Rating System (HERS) Index** on the energy rating can qualify you for a number of special mortgage programs that offer lower interest rates, lower closing costs, and other benefits. More and more lenders are coming into Florida with money-saving packages for buyers of energy-efficient homes.

Before buying your next home, hire a Certified Energy Rater to do a rating. Your builder or Realtor can help you find a Certified Rater in your area. After the rating, you'll get an easy-to-understand Energy Guide that estimates how much it will cost to pay for energy used in that home; it will allow you to look at a number of separate areas of energy use throughout the house.

For many years, buyers have had home inspectors look over a home before making their purchase. This is a great way to find out about potential house problems before you make your purchase. Smart homebuyers around the country are now also asking for a home energy rating to look specifically at the energy-users in a home and determine their efficiency. Because energy costs can often equal house payments, the relatively small cost of a home energy rating can easily be offset by many years of lower energy payments.

You're already familiar with the miles-per-gallon stickers on new automobiles, and the yellow Energy Guide labels on home appliances. Shoppers use this information to figure out how much that car or appliance is really going to cost them. This information gives the buyer a good estimate of what it will cost to operate that car or use that appliance, over and above the purchase price. A car or product that is cheaper to buy can often be more expensive to operate, so this information can be very important to assure that you make the best purchase decision.

SECTION 10 - OWNERSHIP AFFIDAVIT OF LENNAR HOMES, INC.

AFFIDAVIT

STATE OF FLORIDA)
COUNTY OF LEE)

BEFORE ME, the undersigned authority, personally appeared Bryan Hurst, who after being first duly sworn, deposed and says on personal knowledge.

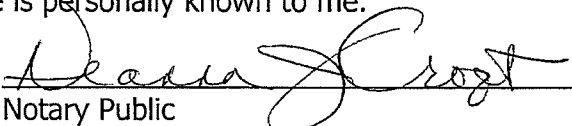
1. That he is Vice President of Lennar Homes, LLC, a Florida limited liability company, the Developer of Coach Homes I at Treviso Bay, A Phased Condominium.
2. That Lennar Homes, LLC owns or has a contractual interest in the lands being submitted to the condominium form of ownership and known as Coach Homes I at Treviso Bay, A Phased Condominium.
3. That as required by the Division of Florida Land Sales, Condominium & Mobile Homes, this Affidavit is attached to the Prospectus for Coach Homes I at Treviso Bay, A Phased Condominium as Exhibit _____.

FURTHER AFFIANT SAYETH NOT.

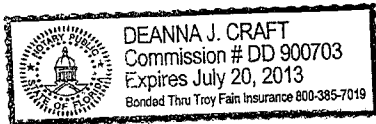
LENNAR HOMES, LLC
a Florida Limited Liability Company

By: 
Bryan Hurst, Vice President

The foregoing instrument was executed before me this 18 day of JANUARY, 2011, by Bryan Hurst, Vice President of Lennar Homes, LLC, a Florida limited liability company, on behalf of the company. ~~He~~ He is personally known to me.


Notary Public
Deanna J. Craft

Print Name: _____



(SEAL)

SECTION 11 - EXECUTED ESCROW AGREEMENT

CONDOMINIUM DEPOSIT ESCROW AGREEMENT

THIS CONDOMINIUM DEPOSIT ESCROW AGREEMENT (this "Agreement") is made as of this 8th day of December, 2011 by and among LENNAR CORPORATION, a Delaware Corporation authorized to transact business in Florida, on behalf of itself and its affiliates, as set forth in Exhibits attached hereto and made a part hereof (collectively, "Developer") and Wilmington Savings Fund Society, FSB, a Federal Savings Bank ("Escrow Agent").

RECITALS:

- A. Developer and its affiliates listed on Exhibit A attached hereto and made a part hereof develop condominiums throughout the State of Florida. A list of Developer's current condominium projects subject to the terms and conditions of this Agreement is set forth in Exhibit B attached hereto and made a part hereof (collectively, the "Condominiums").
- B. Developer has entered or will enter into purchase and sale agreements (collectively, the "Contracts" and individually, a "Contract") for the sale of units in the Condominiums (collectively, the "Condominium Units" and individually, a "Condominium Unit") with the buyers of such Condominium Units (collectively, the "Buyers" and individually, a "Buyer").
- C. Developer desires to make arrangements with Escrow Agent to escrow all or a portion of each sales deposit for the Condominium Units (collectively, the "Deposits" and individually, a "Deposit") in accordance with the provisions of Chapter 718 of the Florida Statutes (the "Condominium Act"), including, without limitation, Florida Statutes Section 718.202.
- D. Escrow Agent has consented to hold and disburse the Deposits it receives pursuant to the terms and provisions of the Condominium Act.

STATEMENT OF AGREEMENT

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, for themselves, their successors and assigns, hereby agree as follows:

ARTICLE 1

PROVISIONS APPLICABLE TO CONDOMINIUM UNITS

- 1.01 Recitals. The foregoing Recitals are true and correct and are hereby incorporated herein.
- 1.02 Deposit of Funds. From time to time, except as provided in Section 1.04 hereof, Developer will deposit into an escrow account maintained by Escrow Agent checks payable or endorsed to Escrow Agent or wire funds directly into an escrow account maintained by Escrow Agent, which will represent one hundred percent (100%) of the Deposits up to and including ten percent (10%) of the purchase price of the Condominium Units, paid pursuant to the Contracts, and will deliver to Escrow Agent copies of the first page and signature page of the Contracts executed by the Buyers of Condominium Units and Developer. Developer will also deposit into a special escrow account maintained by Escrow Agent checks payable or endorsed to Escrow Agent or wire funds directly into a special

escrow account maintained by Escrow Agent the portion of any Deposit in excess of ten percent (10%) of the purchase price of a Condominium Unit, which shall be held pursuant to Section 1.05.4 hereof.

1.03 Receipts for Deposits. Upon request of the Buyer, Escrow Agent shall provide to the Buyer named in the Contract, a receipt for any Deposit received by Escrow Agent in a form substantially similar to that of Exhibit C.

1.04 Alternative Assurance. The Director of the Division of Florida Condominiums, Timeshares and Mobile Homes (the "Division") has the discretion to accept other assurances ("Alternative Assurance") from Developer in lieu of the escrow of all or any portion of the funds representing up to 10% of the Buyers' Deposits that are required to be escrowed hereunder. Developer has submitted to the Division for approval the surety bond referenced in the upper right hand corner of page 1 of this Agreement (as amended, the "Surety Bond") or other Alternative Assurance, such as a letter of credit ("Letter of Credit") or cash, as may be approved by the Division from time to time. If the Division accepts the Alternative Assurance as being sufficient under the Condominium Act and this Agreement, such Alternative Assurance will serve as security for all or a portion of the Deposits otherwise required to be escrowed hereunder up to the principal amount of the Alternative Assurance (Surety Bond or Letter of Credit) in accordance with the terms and conditions of this Agreement. Developer shall be obligated to furnish Escrow Agent with a copy of the Division's approval of any Alternative Assurance along with a statement by Developer that such Alternative Assurance is adequate in amount to cover all Buyers' Deposits up to ten percent (10%) of the purchase price of the Condominium Units, released to Developer pursuant to Florida Statutes Section 718.202(1). Upon the issuance of any such Surety Bond or Letter of Credit, and upon receipt of a letter from the Division approving same, Escrow Agent shall disburse to Developer all Deposits held or thereafter paid to Escrow Agent up to but not more than the principal amount of the Surety Bond or Letter of Credit delivered to Escrow Agent. Notwithstanding anything contained herein to the contrary, no increase or substitute Alternative Assurance arrangements shall be instituted, and Escrow Agent may not rely on any such increased or substitute Alternative Assurance, without the prior written approval of the Division. All modifications to the terms and conditions of any Alternative Assurance must be accepted in writing by the Division.

1.04.1 Holding of Funds Secured by the Alternative Assurance. For so long as Developer maintains an acceptable Alternative Assurance as contemplated herein, Developer will not be required to escrow the Deposits otherwise required to be escrowed hereunder with Escrow Agent; provided, however, that the total amount of Deposits retained by Developer pursuant to this Section 1.04 is less than or equal to the amount of the Alternative Assurance, including all increases and extensions thereof which may be approved by the Division from time to time. Provided further that in the event that Developer receives Deposits pursuant to this Section 1.04 which in total exceed the amount of the Alternative Assurance, any such excess Deposits shall be delivered to Escrow Agent immediately in accordance with the procedures set forth herein. Such excess Deposits may be redelivered to Developer by Escrow Agent upon the receipt by Escrow Agent of acknowledgment by the Division that the Division is in possession of an acceptable increase in the amount of Alternative Assurance to cover the excess of the Deposits.

- 1.04.2 Monthly Accounting. Developer shall provide Escrow Agent with a monthly accounting of all Deposits retained by Developer or released from escrow that would otherwise be required to be escrowed, but for the existence of the Alternative Assurance (the "Monthly Accounting of Escrow Funds"). The Monthly Accounting of Escrow Funds shall include, without limitation, the following items: (i) a list of Buyers; (ii) each Buyer's Deposit as a separate entry, (iii) the project and Condominium Unit Number for which each Buyer's Deposit is made; (iv) the amount of Deposits released to Developer, and (v) the amount of Deposits held in the escrow account. Escrow Agent shall be entitled to fully and completely rely upon the accuracy of the Monthly Accounting of Escrow Funds. Developer shall submit quarterly reports of escrow funds to the Division, in accordance with Rule 61B-17.009(1)(c), Florida Administrative Code (the "Summary of Escrow Funds"). A Summary of Escrow Funds statement shall be included with any requests for changes to a previously approved Alternative Assurance. This Summary of Escrow Funds shall include: (i) all projects; (ii) the amounts which would be required to be deposited if no Alternative Assurance existed; (iii) the amount of the Alternative Assurance; (iv) the amount available for withdrawal; and (v) the balance in the escrow account for the Deposits.
- 1.04.3 Expiration of Alternative Assurance. Notwithstanding anything contained herein to the contrary:
- 1.04.3.1 Developer shall supply the Division with a replacement to the Alternative Assurance which is acceptable to the Division at least forty-five (45) days prior to the expiration of the Alternative Assurance.
- 1.04.3.2 If Escrow Agent has not received notification from the Division that Developer has complied with Section 1.04.3.1 above, then thirty (30) days prior to the expiration of the Alternative Assurance, Escrow Agent shall provide the Division with a statement showing the status of the total funds secured by the Alternative Assurance as of the thirtieth (30th) day prior to the expiration of the Alternative Assurance based on the monthly reports furnished by Developer to Escrow Agent.
- 1.04.3.3 Escrow Agent shall concurrently make demand for replacement of the Alternative Assurance pursuant to Section 1.04.3.1 above, or for payment from Developer to Escrow Agent of that amount of total funds secured by the Alternative Assurance. In the event such payment or replacement of the Alternative Assurance is not forthcoming from Developer within five (5) business days from Developer's receipt of a demand by Escrow Agent, then Escrow Agent shall make demand upon the Alternative Assurance to the extent of the amount of Deposits which should be placed in escrow pursuant to the then current Monthly Accounting of Escrow Funds, and place such funds with Escrow Agent, which shall then be responsible for maintaining such Deposits in accordance with this

Agreement. In the event Escrow Agent fails to make the necessary demand on the Alternative Assurance as set forth above, the Division shall have the right to then make the demand on the Alternative Assurance in accordance with the terms of this Agreement and such Deposits shall be placed in escrow pursuant to this Agreement.

1.04.3.4 It is understood that the foregoing procedure shall similarly be followed in the event of any dispute with any Buyer relating to refunds of any Deposits secured by the Alternative Assurance from time to time that is not resolved within fifteen (15) business days from the date that Developer receives notice of the dispute. Developer shall furnish Escrow Agent promptly with notice of any such dispute with Buyer. Developer shall deposit all funds required to be escrowed at least fifteen (15) days prior to expiration of the Alternative Assurance.

1.04.4 Release of Deposits to Developer. Deposits retained by Developer pursuant to this Section 1.04.4 because they are secured by the Alternative Assurance may only be released from the Alternative Assurance upon presentation to Escrow Agent of one of the written statements set forth in Section 1.05.1, Section 1.05.2 or Section 1.05.3 with the additional language that Deposits previously released are no longer required to be secured by the Alternative Assurance.

1.04.5 Previously Released Deposits. Deposits previously released to Developer which are secured by the Alternative Assurance may be released from the Alternative Assurance upon cancellation by a Buyer pursuant to Section 1.05.1 and upon presentation to Escrow Agent of a written statement by the Developer stating that Developer has fully refunded the Deposit to Buyer in accordance with the terms of the Contract, as evidenced by a copy of the Developer's cancelled refund check issued to the Buyer for the amount equal to the Buyer's Deposit.

1.04.6 Other Condominiums. It is acknowledged that the Alternative Assurance may cover other condominiums being developed by Developer. In the event that an Alternative Assurance is amended to cover any other condominium, the Division shall be furnished with such original amendment. Developer shall deliver to Escrow Agent a copy of the amendment and the Division's written approval of the use of the Alternative Assurance for such condominium in addition to the Summary of Escrow Funds statement described herein.

1.04.7 Assurance No Longer Required. If any outstanding Alternative Assurance is no longer required in order to enable Developer to satisfy the conditions set forth in the Condominium Act and herein, and the Developer desires to terminate the Alternative Assurance, then Developer shall so notify Escrow Agent, the issuer or surety and the Division in written form by certified mail at least forty-five (45) days in advance of the expiration date of the Alternative Assurance, together with a final accounting from the period of the last monthly accounting and written instructions for handling the return of the original assurance, and Escrow Agent

shall return the Alternative Assurance to the issuer or surety. For purposes of this subparagraph, the expiration date of any Alternative Assurance which is automatically renewable shall be extended by the applicable renewal periods unless Escrow Agent receives notice from the issuer or surety not less than forty five (45) days prior to the expiration date that the issuer will not renew the Alternative Assurance. Escrow Agent is authorized to rely upon a statement from Developer as to whether Alternative Assurance is no longer required to satisfy the conditions set forth in the Condominium Act and herein. In the event that such statement by Developer is incorrect, Developer shall indemnify and hold Escrow Agent harmless from any and all claims against Escrow Agent growing out of acts or omissions by Escrow Agent made in reliance upon such statement unless caused by Escrow Agent's bad faith, willful misconduct or gross negligence.

1.04.8 Monitoring by Escrow Agent. Without limiting Escrow Agent's obligations hereunder, Escrow Agent shall not be obligated to monitor Developer's compliance with the provisions of Section 1.04 of this Agreement.

1.05 Release of Funds from Escrow. Subject to clearance of funds, Escrow Agent shall release and disburse a Buyer's Deposit escrowed hereunder in accordance with the following:

1.05.1 Buyer Cancellation. The Buyer shall receive a refund of his Deposit, including any interest accrued thereon, from the Developer if the Buyer has properly terminated his Contract pursuant to its terms or under the Condominium Act, and is not otherwise in default of the Contract. However, in the event the Deposit is secured by an Alternative Assurance as provided in Section 1.04 of this Agreement, no interest shall be earned on the Deposit and, accordingly, no interest shall be due to the Buyer. Within ten (10) calendar days after receiving the Developer's written statement that the Buyer has properly terminated his Contract pursuant to its terms or under the Condominium Act, and that the Developer has fully refunded the Deposit to the Buyer as set forth in Section 1.04.5 of this Agreement, the Escrow Agent shall release the Deposit from the Alternative Assurance.

1.05.2 Buyer Default. Escrow Agent shall pay a Deposit to Developer within ten (10) days after Escrow Agent's receipt of Developer's written statement that the Buyer's Contract has been terminated by reason of a Buyer's failure to cure a default in performance of the Buyer's obligations thereunder within the applicable grace period provided Escrow Agent has not received notice of a Disputed Deposit from the Buyer or Developer, in which case the provisions of Section 2.03 shall govern. Escrow Agent shall pay to Developer any interest earned on such Deposit. Such statement shall include the following:

1.05.2.1 Developer's statement that the Buyer has defaulted and has not cured the default within the applicable grace period and that Developer has not defaulted;

- 1.05.2.2 A statement that, pursuant to the terms of the Contract, Developer is entitled to the Deposit held by Escrow Agent;
- 1.05.2.3 A statement of the exact amount of the Deposit that is to be disbursed to Developer.
- 1.05.3 Disbursement At Closing. If the Buyer's Deposit has not been previously disbursed in accordance with the foregoing provisions, Escrow Agent shall pay such Deposit to Developer no later than ten (10) days after the closing of the transaction, as evidenced by the written statement of Developer set forth below, unless prior to such disbursement Escrow Agent receives from a Buyer or Developer written notice of a Disputed Deposit, in which case the provisions of Section 2.03 shall govern. The written statement of the Developer shall include the following:
 - 1.05.3.1 A statement that Buyer has not cancelled the Contract;
 - 1.05.3.2 A statement that the construction of the Condominium Unit has been completed;
 - 1.05.3.3 A statement that closing of the applicable Condominium Unit has occurred; and
 - 1.05.3.4 A statement of the exact amount of the Deposit that is to be disbursed to Developer.
- 1.05.4 Deposits in Excess of Ten Percent. The portion of any Deposit in excess of ten percent (10%) of the purchase price of a Condominium Unit shall be held in a special escrow account. If the Contract of any Buyer so provides, upon written request to Escrow Agent by Developer, accompanied by the written statement from Developer described below that the construction of improvements, including the Buyer's Condominium Unit has begun, Escrow Agent shall pay out of the special escrow account to Developer any Deposits in excess of ten (10%) percent of the purchase price set forth in any Contract. Pursuant to Florida Statutes Section 718.202, such funds may not be used by Developer prior to closing the Contract except for refund to the Buyer, or except for actual construction and development of the Condominium property in which the Condominium Unit to be sold pursuant to the Contract is located. In any event, no part of such funds may be used for salaries, commissions, or expenses of salesmen or for advertising purposes by Developer. Escrow Agent will not be responsible as to the proper application of any funds released to Developer pursuant to this provision. Any request by Developer for disbursement of any Deposit in excess of ten percent (10%) of the purchase price pursuant hereto shall be accompanied by a written statement of Developer stating the following: (i) the Developer has refunded the Deposit in excess of ten percent (10%) of the purchase price to the Buyer, or (ii) that (a) construction has begun on the Condominium in which the Condominium Unit is located, and (b) all funds released to Developer will be used solely for construction of the Condominium

property in which the Buyer's Condominium Unit is located. With respect to such funds, Escrow Agent will not be responsible as to the proper application of same by Developer, and Developer agrees to indemnify and hold Escrow Agent harmless from any and all liabilities which may be incurred by Escrow Agent, including reasonable attorneys' fees and costs in connection with the disbursement of such funds to Developer.

1.05.5 Other Disbursements. Escrow Agent shall, at any time, make distribution of a Buyer's Deposit upon (i) written direction duly executed by Developer and Buyer, or (ii) an appropriate order of a court of competent jurisdiction.

1.06 Compliance. Developer acknowledges that any willful failure to comply with the escrow provisions of Florida Statutes Section 718.202 constitutes a criminal offense pursuant to Florida Statutes Section 718.202(7).

1.07 Representation by Escrow Agent. Escrow Agent represents that it is a federally chartered savings bank. Escrow Agent further represents that it submits to the jurisdiction of the Division and the courts of the State of Florida for any cause of action arising from or related to the Deposits.

1.08 Division Inspection. Upon reasonable notice to Escrow Agent, the Division may inspect the books and records of Escrow Agent that are related to any and all escrow accounts established pursuant to this Article 1.

ARTICLE 2

GENERAL PROVISIONS

2.01 Duties of Escrow Agent. Escrow Agent shall be entitled to rely upon any written notice provided to Escrow Agent by Developer pursuant to this Agreement in determining who is entitled to the Deposits, and as to whether any Deposit has been properly paid to any Buyer or retained by Developer, and in the event Escrow Agent so relies, Developer will indemnify and hold Escrow Agent harmless from any and all claims or liabilities Escrow Agent may incur, including any reasonable attorneys' fees, excepting such as may be through or caused by the Escrow Agent's willful misconduct or gross negligence or acts of bad faith. Escrow Agent may act in reliance upon any writing or instrument or signature which it, in good faith, believes to be genuine, may assume the validity and accuracy of any statements or assertion contained in such writing or instrument; and may assume that any person purporting to give any writing, instrument, notice, advice or instruction in connection with the provisions hereof has been duly authorized to do so. Escrow Agent shall not be liable in any manner for the sufficiency or correctness as to form, manner of execution, or validity of any written instruments delivered to it, nor as to the identity, authority, or rights of any person executing the same. The duties of Escrow Agent shall be limited to the safekeeping of the Deposits and to disbursements of same in accordance with this Agreement. Escrow Agent undertakes to perform only such duties as are expressly set forth herein, and no implied duties or obligations shall be read into this Agreement against Escrow Agent. Notwithstanding the foregoing, Escrow Agent shall perform its duties under this Agreement using the standard of care applicable to other escrow agents engaged in similar acts. Upon Escrow Agent's disbursing Deposits in accordance with the provisions hereof, the escrow shall terminate as regard to said Deposits, and Escrow Agent shall thereafter be released of all liability hereunder in connection therewith.

MIADOCs 5894376

In addition, the Escrow Agent shall not be liable in any manner for any Deposits hereunder upon disbursement to Developer.

2.02 Provisions Benefiting Escrow Agent. Escrow Agent may consult with counsel of its own choice and shall have full and complete authorization and protection for any action taken or suffered by it hereunder in good faith and in accordance with the opinion of such counsel. Escrow Agent shall not be liable for any mistakes of fact or errors of judgment, or for any acts or omissions of any kind unless caused by its bad faith, willful misconduct or gross negligence, and Developer agrees to indemnify and hold Escrow Agent harmless from any claims, demands, causes of action, liabilities, damages, or judgments, including the cost of defending any action against it, or prosecuting or defending crossclaims, counterclaims or actions for declaratory relief or interpleader, together with any reasonable attorneys' fees incurred therewith either in original, appellate or administrative proceedings in connection with Escrow Agent's undertaking pursuant to the terms and conditions of this Agreement, unless such act or omission is a result of the bad faith, willful misconduct or gross negligence of Escrow Agent.

2.03 Conflicting Claims for Escrowed Funds. Should Escrow Agent receive conflicting notices or demands for any Deposit held in escrow on behalf of any Buyer ("Disputed Deposit"), Escrow Agent shall notify the Developer of such dispute within a period not to exceed ten (10) days thereafter and shall have the option to either interplead the Disputed Deposit or hold the Disputed Deposit pending resolution of the dispute between Buyer and Developer by final arbitration decree, a settlement agreement signed by all parties to the dispute or final non-appealable judgment or court order. Escrow Agent shall be indemnified by the applicable Buyer and Developer, jointly and severally, for all costs, including reasonable attorneys' and paraprofessional fees, at trial and upon appeal, in connection with the aforesaid interpleader or arbitration action, and shall be fully protected in suspending all or a part of its activities under this Agreement respecting the Disputed Deposit until a final judgment in the interpleader action, a settlement agreement signed by all parties to the dispute or final non-appealable judgment or court order, as applicable, is received. No liability shall attach to Escrow Agent for its act or those of its officers in connection with such Disputed Deposit unless the same are done or performed in bad faith, willful misconduct or gross negligence.

2.04 Resignation. Escrow Agent may resign at any time upon the giving of ninety (90) days' written notice to Developer. If a successor escrow agent is not appointed within ninety (90) days after notice of resignation, Escrow Agent may petition any court of competent jurisdiction to name a successor escrow agent and Escrow Agent herein shall be further relieved of all liability under this Agreement to any and all parties, upon the transfer of and due accounting for the Deposits, Surety Bond(s) and Letter(s) of Credit it holds to the successor escrow agent either designated by Developer or appointed by the court. All and any ordinary and necessary expenses connected therewith incurred by Escrow Agent, including reasonable attorneys' fees shall be paid by Developer.

2.05 Notice of Change of Escrow Agent. Developer may, at its discretion, execute another escrow agreement relating to Contracts for any or all Condominium Units, and place any or all of the Deposits with another escrow agent pursuant to such other escrow agreement, and nothing contained herein shall be deemed to obligate Developer to place all Deposits for all Contracts with Escrow Agent; provided, however, Developer must obtain the Division's approval of any additional or other escrow agreement for Condominium Units. Notice of any change of the escrow agent or escrow agreement for Condominium Units shall be provided within thirty (30) days to the Division, Bureau of Standards and Registration, 1940 North Monroe Street, Tallahassee, Florida, 32399, and the Division shall have the right to approve any new escrow agreement and new escrow agent for the Deposits. Furthermore, in the event

MIADOCS 5894376

Developer executes another such escrow agreement which is approved by the Division, Escrow Agent agrees that, upon written notice by Developer, it will deliver all funds and deliver and assign all Letter(s) of Credit and/or Surety Bonds held by it to the escrow agent named in such other escrow agreement, provided the other escrow account is a bank, a savings and loan association, an attorney who is a member of The Florida Bar; a real estate broker registered under Florida Statutes Chapter 475, a title insurer authorized to do business in the State of Florida, acting through either its employees or a title insurance agent licensed under Florida Statutes Chapter 626, or any financial lending institution having a net worth in excess of \$5 million pursuant to Florida Statutes Section 718.202. Upon any such transfer of funds and Letter(s) of Credit and/or Surety Bonds to any such successor escrow agent, Escrow Agent shall be relieved of all liabilities and obligations hereunder and Developer agrees to indemnify and hold Escrow Agent harmless from and against any and all liabilities, including reasonable attorneys' fees in connection with the delivery of funds and Letter(s) of Credit and/or Surety Bonds to any such successor escrow agent, except as such is caused by or is the result of Escrow Agent's bad faith, willful misconduct or gross negligence.

2.06 Investment of Funds. Escrow Agent will invest the escrow funds in investments permitted by the Florida Statutes and selected by Developer by notice to Escrow Agent from time to time. The escrow accounts shall be in the name of Developer, and shall be clearly denoted on the records of Escrow Agent as escrow accounts. Developer is entitled to receive all of the interest, if any, earned on Deposits. All interest accruing on such Deposits, if any, shall be paid to Developer upon Developer's request. Developer shall only request such Deposits and interest accrued thereon, if any, when their release is permitted by the Florida Statutes.

2.07 Escrow Agent Representations. Escrow Agent represents and warrants that the Deposits escrowed hereunder shall at all times during the term of this Agreement be held in institutions either located in the State of Florida, or if located in another jurisdiction of the United States of America, the Escrow Agent is authorized to transact business in the State of Florida. Escrow Agent further represents and warrants that the Deposits shall be at all times during the term of this Agreement insured by an agency of the United States, at the discretion of Developer.

2.08 Contracts. This Agreement shall be expressly incorporated by reference in all Contracts between Developer and any and all Buyers.

2.09 Instructions to Escrow Agent. The following procedure shall be used by the parties concerning instructions to Escrow Agent:

2.09.1 All instructions to Escrow Agent shall be in writing and signed by the person or persons requesting such instructions. Any instructions which are jointly authorized by all parties shall be signed by all persons.

2.09.2 Except as may otherwise be set forth herein to the contrary, Escrow Agent shall only take direction by Developer, and shall not take direction from any Buyer(s). The duties of Escrow Agent shall be limited to the safekeeping of the Deposits and for disbursements of same in accordance with the written instructions described above.

2.09.3 Developer shall immediately deliver to Escrow Agent copies of any written notice or request from a Buyer relating to a Buyer Agreement and this Agreement.

2.10 Successor to Developer. In the event any mortgagee of Developer, by foreclosure, deed in lieu, or otherwise, succeeds to the rights of Developer with respect to any Contract and/or the Deposits held in escrow pursuant to this Agreement, such mortgagee shall succeed to the rights of Developer under this Agreement with respect to such Contract.

2.11 Notices. All notices and other communications hereunder shall be in writing and shall be sent by professional overnight courier, by facsimile or electronic transmission with telephone confirmation and addressed to the party to be notified as follows:

If to Developer, to:

LENNAR CORPORATION
c/o Lennar Homes, LLC
700 NW 107th Avenue, Suite 240
Miami, FL 33172
Attention: Assistant Treasurer
Email address: Jacqui.Desouza@lennar.com
Facsimile: (305) 229-6652
Telephone No.: (305) 229-6407

With a copy to:

LENNAR CORPORATION
c/o Lennar Homes, LLC
700 NW 107th Avenue, Suite 400
Miami, FL 33172
Attention: General Counsel

If to Escrow Agent, at:

Wilmington Savings Fund Society, FSB
500 Delaware Avenue, 11th Floor
Wilmington, DE 19801
Attention: Corporate Trust

or to such other address as each party may designate for itself by like notice.

2.12 Term of Agreement. This Agreement shall continue in force and effect for two (2) years from the date it is executed by both Developer and Escrow Agent, and shall be deemed to be renewed automatically on the anniversary of such date each year thereafter, unless terminated by written agreement between Developer and Escrow Agent as provided herein.

- 2.13 Compensation. The compensation that Developer agrees to pay Escrow Agent for the performance of services provided for in this Agreement is set forth in the then current fee schedule agreed to by and between Developer and Escrow Agent and shall be paid directly by Developer and shall not be paid from any Deposits.
- 2.14 Assignment. Except as otherwise provided herein, no party to this Agreement may assign its rights or delegate its obligations under this Agreement without the express written consent of the other parties, except as otherwise set forth in this Agreement. The parties to this Agreement agree that such consent shall not be unreasonably withheld.
- 2.15 Amendment or Waiver. This Agreement may be changed, waived, discharged or terminated only by a writing signed by Developer and Escrow Agent. No delay or omission by any party in exercising any right with respect hereto shall operate as a waiver. A waiver on anyone occasion shall not be construed as a bar to, or waiver of, any right or remedy on any future occasion.
- 2.16 Severability. To the extent any provision of this Agreement is prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.
- 2.17 Governing Law. This Agreement shall be construed and interpreted in accordance with the internal laws of the State of Florida without giving effect to the conflict of laws principles thereof, which, if applied, would cause the law of any jurisdiction to apply.
- 2.18 Entire Agreement: No Third Party Beneficiaries Other Than Division. This Agreement constitutes the entire agreement between the parties relating to the escrow of the Deposits and sets forth in their entirety the obligations and duties of Escrow Agent with respect to the Deposits. No third party, other than Buyers, shall be a beneficiary of this Agreement, or derive any rights or benefits, or have any causes of action, hereunder, except the Division. Notwithstanding the foregoing, unless and until such time as the Division approves this Agreement and any Alternative Assurance, and such approval is delivered to Escrow Agent, all provisions contained herein respecting Alternative Assurances will not be of any force or effect.
- 2.19 Binding Effect. All of the terms of this Agreement, as amended from time to time, shall be binding upon, inure to the benefit of and be enforceable by the respective heirs, successors and assigns of Developer, each Buyer and Escrow Agent.
- 2.20 Counterparts. For the purpose of facilitating the execution of this Agreement and for other purposes, this Agreement may be executed simultaneously in any number of counterparts, each of which shall be deemed to be an original, and together shall constitute and be one and the same instrument.
- 2.21 Division Inspection. Upon reasonable notice to Escrow Agent, the Division may inspect the books and records of Escrow Agent that are related to any and all escrow accounts established pursuant to this Agreement.
- 2.22 Headings. The Section headings are not a part of this Agreement and shall not be used in its interpretation.

2.23 Electronic Delivery. Unless otherwise provided otherwise in this Agreement, any document, notice, instruction or request, other than a check or other negotiable instrument, regarding a Buyer, Deposit, Contract or other matter covered by this Agreement may be delivered by Developer to Escrow Agent through electronic means, including the use of a software platform for escrow administration services maintained for the benefit of Developer, provided that Escrow Agent is given viewing access to such information on such platform.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

The parties have executed this Agreement as of the day and year first above written.

DEVELOPER:

LENNAR CORPORATION

By: 

Name: Jacqueline S. De Souza

Title: Assistant Treasurer, Corporate Finance

ESCROW AGENT:

WILMINGTON SAVINGS FUND SOCIETY, FSB

By: _____

Name: _____

Title: _____

MIADOC5 5894376

The parties have executed this Agreement as of the day and year first above written.

DEVELOPER:

LENNAR CORPORATION

By: _____
Name: Jacqueline S. De Souza
Title: Assistant Treasurer, Corporate Finance

ESCROW AGENT:

WILMINGTON SAVINGS FUND SOCIETY, FSB

By: Jeffrey R. Everhart
Name:
Title: **Jeffrey R. Everhart, AVP**

Exhibit A: Affiliates of Lennar Corporation – Condominium Projects

DATED: January 19, 2012

<u>Subsidiary or Affiliate</u>	<u>New Subsidiary or Affiliate</u>
Lennar Homes, LLC f/k/a Lennar Homes, Inc.	
U.S. Home Corporation	

Exhibit B: Condominium Projects of Lennar Corporation

DATED: January 19, 2012

<u>Condominium Project</u>	<u>PR #:</u>	<u>Condominium Address</u>	<u>New Project</u>
Coach Homes III at Heritage Bay, a Phase Condominium	75416	10590, 10594, 10598, 10602, 10606, 10610, 10614, 10618, 10622, 10626, 10630, 10634, 10638, 10642, and 10646 Smokehouse Bay Drive, Naples, FL	
Coach Homes II at River Strand Condominium	75359	Winding Brook Lane, Bradenton	
Coach Homes III at River Strand, a Phase Condominium	75587	Winding Brook Lane, Bradenton	
Fiji Condominium No. 1	73502	S.W. 152 Avenue & 320 Street, Homestead	
Grand Estuary IV at River Strand Condominium	75617	7607 Grand Estuary Trail, Bradenton	
Grand Estuary V at River Strand, a Phase Condominium	75655	8105 and 8205 Grand Estuary Trail, Bradenton	
Paloma Lakes Condominium No. 1	74833	4701 Lyons Road, Coconut Creek	
St. Moritz at Doral Condominium	75581	11605 NW 89 th Street, Doral	
Terrace VII at Heritage Bay, a Phase Condominium	75535	10337 and 10341 Heritage Bay Boulevard, Naples	
Terrace VIII at Heritage Bay, a Phase Condominium	75563	10345 and 10349 Heritage Bay Boulevard, Naples	
Terrace IX at Heritage Bay Condominium	75651	10353 Heritage Bay Boulevard, Naples	
Terrace I at Treviso Bay, a Phase Condominium	75723	Acqua Drive, Naples	
Coach Homes I at Treviso Bay, a Phase Condominium		Napoli Court, Napoli Lane and Prima Way, Naples	√
The Shores Condominium No. 3	75061	1201-1301-1401-1501-1601-1701-1801-3701-3801-3901-4001-4101-4201 Bayshore Drive, Miami	
Veranda VII at Heritage Bay, a Phase Condominium	75568	Siesta Bay Drive, Naples	
Veranda VIII at Heritage Bay, a Phase Condominium		Siesta Bay Drive, Naples	

SECTION 12 - CDD BROCHURE

Many of the maintenance functions handled by these associations in other communities may be handled by the CDD. However, the associations have other responsibilities such as operating amenities and ensuring that deed restrictions and other quality standards are enforced. The CDD may contract with the Master Home Owners Association to perform maintenance functions, such as the maintenance of the CDD's stormwater drainage system.

How will my District assessments be determined?

The cost to operate a CDD is borne by those who benefit from its services. Property owners in the CDD are subject to non-ad valorem assessments, which appear on their annual property tax bill from the county tax collector and may consist of two parts—an annual assessment for operations and maintenance, which can fluctuate up and down from year to year based on the budget adopted for that fiscal year—and an annual capital assessment to repay bonds sold by the CDD to finance community infrastructure and facilities, which annual assessments are generally fixed for the term of the bonds. The costs of the acquisition or construction of a portion of the infrastructure improvements described in the engineer's report has been financed by the CDD through the sale of its Capital Improvement Revenue Bonds, Series 2006, in the amount of \$64,460,000. The annual debt service payments, including interest due thereon, for the Bonds are payable solely from and secured by the above-referenced annual capital assessments. Provided below are the current maximum annual assessment levels for the Bonds. Interested persons are encouraged to contact the District Manager for information regarding special assessments on a particular lot or parcel of land.

Single Family-50'	\$2,070.00 for each home
Single Family-75'	\$2,727.43 for each home
Single Family-100'	\$3,910.00 for each home
Single Family-150'	\$4,600.00 for each home

Coach Home	\$1,380.00 for each unit
2-story condominium	\$1,150.00 for each unit
4-story condominium	\$977.50 for each unit

The maintenance component may vary based upon the budget adopted each year subsequent to a published, public hearing. For 2012, the maintenance assessment amount is as follows:

Single Family-50'	\$238.27 for each home
Single Family-75'	\$294.35 for each home
Single Family-100'	\$574.69 for each home
Single Family-150'	\$616.74 for each home
Coach Home	\$210.25 for each unit
2-story condominium	\$219.22 for each unit
4-story condominium	\$219.22 for each unit

Note: The above assessment amounts have been grossed up to include 3% for collection costs levied by Manatee County government and a 4% maximum discount for early payment authorized by law.

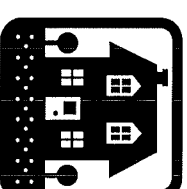
A detailed description of all costs and allocations which result in the formulation of assessments, fees and charges is available for public inspection upon request.

The CDD may undertake the construction, acquisition, or installation of other future improvements and facilities, which may be financed by bonds, notes or other methods authorized by chapter 190, Florida Statutes.

If you would like more information about Community Development Districts, please contact the District Manager's Office at the following address:

Jim Ward
District Manager
513 Northeast 13th Avenue
Ft. Lauderdale, FL 33301
Telephone (954) 658-4900

Wentworth Estates Community Development District



What You Should Know About The Wentworth Estates Community Development District

This information is being provided to you by the Board of Supervisors of the Wentworth Estates Community Development District (the "District"). The descriptions and representations contained herein reflect information as of October 1, 2011.

What is the Wentworth Estates Community Development District?

The CDD is a special purpose form of local government created to serve the long-term specific needs of its community. Created pursuant to chapter 190, Florida Statutes, a CDD's main powers are to plan, finance, construct, operate and maintain community-wide infrastructure and services specifically for the benefit of its residents. The CDD encompasses approximately 973.23 acres of land located entirely within the jurisdictional boundaries of Collier County, Florida.

Who governs the Wentworth Estates Community Development District?

The CDD is governed by its Board of Supervisors which was elected by the landowners within 90 days of the establishment of the CDD. Elections are then held every two years in November. Commencing six years after the initial appointment of Supervisors and when the CDD attains a minimum of 250 qualified electors, Supervisors whose terms are expiring will begin to be elected by qualified electors of the CDD. A "qualified elector" is any person at least 18 years of age who is a US Citizen, a legal resident of Florida and the CDD, and who is registered to vote with the Supervisor of Elections in Manatee County. After that transition, like all municipal, county, state, and national elections, the Office of the Supervisor of Elections oversees the vote. Like any other public official, CDD Supervisors are subject to state ethics and financial disclosure laws. Please contact the District Manager at the address set forth herein for a list of the individuals currently sitting on the CDD's Board. The CDD's business is conducted in the "Sunshine," which means all meetings and records are open to the public. Board meetings are noticed in the local newspaper and conducted in a public forum in which public participation is permitted. Consistent with Florida's public records laws, the records of the CDD are available for public inspection during normal business hours. Elected members of Board are similarly bound by the States open meetings law and are generally subject to the same disclosure

requirements as other elected officials under the State's ethics laws. The CDD is also required to have its financial records audited by an independent certified public accountant at least once a year.

What are the Benefits to the Residents?

Residents within the CDD may expect to receive three major classes of benefits. First, the CDD provides landowners consistently high levels of public facilities and services managed and financed through self-imposed fees and assessments. Second, the CDD ensures that these community development facilities and services will be completed concurrently with other parts of the development. Third, CDD landowners and electors choose the Board of Supervisors, which is able to determine the type, quality and expense of CDD facilities and services.

Other savings are realized because the CDD is subject to the same laws and regulations that apply to other government entities. The CDD is able to borrow money to finance its facilities at lower, tax-exempt, interest rates, the same as cities and counties. Many contracts for goods and services, such as annually negotiated maintenance contracts, are subject to publicly advertised competitive bidding.

Residents and property owners in the CDD set the standards of quality, which are then managed by the CDD. The CDD may provide perpetual maintenance of the environmental conservation areas. This consistent and quality-controlled method of management helps protect the long term property values in a community.

The CDD makes it possible for our community to offer the most desirable elements of a master-planned community. Residents enjoy high quality infrastructure facilities and services with the comfort and assurance of knowing that the standards of the community will be maintained

long after the developer is gone. With a CDD in place, residents are assured of the ability to control quality and value for years to come.

Do I pay more taxes if I live in the Wentworth Estates Community Development District?

The CDD's debt and maintenance assessments may appear on that portion of the annual real estate tax bill entitled "non-ad valorem assessments," and will be collected by the county tax collector in the same manner as county as valorem taxes. Each property owner must pay both ad valorem and non-ad valorem assessments at the same time. Property owners will, however, be entitled to the same discounts as provided for ad valorem taxes. As with any tax bill, if all taxes and assessments due are not paid within the prescribed time limit, the tax collector is required to sell tax certificates that, if not timely redeemed, may result in the loss of title to the property. The CDD may also to elect to collect the assessments directly.

What benefits may District landowners expect to receive as a result of their investment?

Through a CDD, the community can offer its residents a broad range of community-related services and infrastructure to help ensure the highest quality of life possible. The public infrastructure necessary to support the CDD's development program includes, but is not limited to: public roadways, utilities, earthwork, water management, landscape and irrigation and wetland mitigation. To plan the infrastructure improvements necessary for the CDD, the CDD adopted an Engineer's Report dated September 2007, which details the improvements included in the CDD's improvement plan. A copy of the Engineer's Report is available for review in the CDD's public records.

The CDD complements the responsibilities of the community home owner's associations (HOAs).

SECTION 13 - FREQUENTLY ASKED QUESTIONS AND ANSWERS SHEET

FREQUENTLY ASKED QUESTIONS AND ANSWERS SHEET

COACH HOMES I AT TREVISO BAY CONDOMINIUM ASSOCIATION, INC.

As of January 18, 2012

Q: What are my voting rights in the Condominium Association?

A: One vote per unit.

Q: What restrictions exist in the Condominium Documents on my right to use my unit?

A: Pets – Not more than two dogs and/or cats are permitted. Each animal must weigh no more than 25 pounds each. See Section 18.13 of the Declaration of Condominium.

Use of Units - Units are limited to residential use only. See Section 18.17 of the Declaration of Condominium.

Q: What restrictions exist in the Condominium Documents on the leasing of my unit?

A: A Unit Owner shall not lease his unit for a term less than thirty (30) days or more often than four (4) times during any 365 day period. Please refer to Section 18.9 of the Declaration of Condominium.

Q: How much are my assessments to the Condominium Association for my unit type and when are they due?

A: Condominium Association assessments are \$790.01 per quarter for all types of units. The assessments are due on the first day of each quarter and are payable directly to the Condominium Association.

Please refer to Condominium Association Budget, Section 5 of the Prospectus for more detailed information.

Q: Do I have to be a member in any other association? If so, what is the name of the association and what are my voting rights in this association? Also, how much are my assessments?

A: The owner of each unit is required to be a Member of Treviso Bay Golf Club, Inc., hereinafter referred to as the "Club" and has one vote in the Club's affairs, but the votes of all unit owners may be cast in a block by the Association's Voting Representative to the Club. Assessments are payable directly to the Club, in the amount of \$2,554.00 per year. The owner of each unit will be required to be member of the Treviso Bay Property Owner's Master Association, Inc. There is an Annual Fee payable to the Master Association of \$1,446.00, plus \$505.32 per year for cable television, as well as an annual restaurant assessment of \$500.00 when food service becomes available. Unit owners will pay approximately \$1,380.00 per year per unit for the Wentworth Estates Community Development District Debt Service Assessment. It is anticipated that the District operation and maintenance Special Assessment for 2012 will be approximately \$210.25 per year per unit, and both CDD assessments will be reflected on the annual tax bill for the property.

Q: Am I required to pay rent or land use fees for recreational or other commonly used facilities? If so, how much am I obligated to pay annually?

A: N/A

Q: Is the Condominium Association or other mandatory membership association involved in any court cases in which it may face liability in excess of \$100,000? If so, identify each such case.

A: No.

The foregoing is not intended to present a complete summary of all of the provisions of the various documents referred to herein, but does contain a fair summary of certain provision of said documents. Statements made as of the provisions of such documents are qualified in all respects by the content of such documents.

NOTE: THE STATEMENTS CONTAINED HEREIN ARE ONLY SUMMARY IN NATURE. A PROSPECTIVE PURCHASER SHOULD REFER TO ALL REFERENCES, EXHIBITS HERETO, THE SALES CONTRACT, AND THE CONDOMINIUM DOCUMENTS.