

### RECORDER'S CROSS REFERENCE

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Danport Declaration: Deed Book: 2210  
Page: 0445

**DECLARATION OF EASEMENTS AND  
COVENANT TO SHARE COSTS FOR RENAISSANCE**

HYATT & STUBBLEFIELD, P.C.

## Attorneys and Counselors

**1200 Peachtree Center, South Tower  
225 Peachtree Street, N.E.  
Atlanta, Georgia 30303  
(404) 659-6600**

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## DECLARATION OF EASEMENTS AND COVENANT TO SHARE COSTS FOR RENAISSANCE

THIS DECLARATION OF EASEMENTS AND COVENANT TO SHARE COSTS FOR RENAISSANCE ("Covenant") is made this 29<sup>th</sup> day of April, 2002, by and between Worthington of Renaissance, LLC, a Florida limited liability company ("Declarant"), and Danport Center Property Owners' Association, Inc., a Florida not for profit corporation ("Danport"), and shall apply to and govern the Renaissance Community Association, Inc. ("Association"), Worthington of Renaissance, LLC dba The Club at Renaissance ("Club"), Daniels Galleria East Property Owners Association, Inc. ("East"), Daniels Galleria West Property Owners Association, Inc. ("West"), and Danport.

### BACKGROUND STATEMENT

Declarant is the owner of the property described on Exhibit "A" attached hereto and incorporated herein ("Property").

The Declarant intends to subject the Property to the provisions of this Covenant.

Danport is a mandatory membership commercial property owners association established pursuant that certain Declaration and General Protective Covenants for Danport Center, recorded in Book 2210, Page 0445 *et seq.*, of the Official Records of Lee County, Florida (as may be amended or supplemented from time to time, the "Danport Declaration"). All "Common Area" under the Danport Declaration shall be subject to this Declaration ("Danport Property").

Renaissance is a planned community developed or to be developed within the Property that consists of residential properties and a private country club ("Renaissance"). The residential property is encumbered by that certain Declaration of Covenants, Conditions, and Restrictions for Renaissance, recorded in Book 3633, Page 4366 *et seq.*, of the Official Records of Lee County, Florida (as may be amended or supplemented from time to time, the "Declaration").

All of the property subject to the Declaration ("Residential Property") is part of the Property and shall be subject to this Covenant.

The Club is a private country club within Renaissance owned and operated by Declarant. All of the real property that is part of the Club's facilities ("Club Property") is part of the Property and shall be subject to this Covenant.

East is or shall be a mandatory membership commercial property owners association established pursuant that certain Declaration Covenants, Conditions, and Restrictions for Daniels Galleria East, to be recorded in the Official Records of Lee County, Florida (as may be amended or supplemented from time to time, the "East Declaration"). All of the property subject to the East Declaration ("East Property") is part of the Property and shall be subject to this Covenant.

West is or shall be a mandatory membership commercial property owners association established pursuant that certain Declaration of Covenants, Conditions, and Restrictions for Daniels Galleria West, to be recorded in the Official Records of Lee County, Florida (as may be amended or supplemented from time to time, the "West Declaration"). All of the property subject to the West Declaration ("West Property") is part of the Property and shall be subject to this Covenant.

The Danport Property, the East Property, and the West Property collectively are referred to herein as the "Commercial Property."

The Residential Property, Commercial Property, and Club Property share certain entry features, median landscaping, irrigation, and roads within and adjacent to the Renaissance community (as more particularly described in Article II, the "Joint Property"), which shall be maintained and operated for the common benefit and use of the Association, the Club, East, West, and Danport, and their respective members. Declarant intends by this Covenant to create easements for the maintenance, repair, and replacement of the Joint Property, to establish maintenance standards for the Joint Property, and to provide for an equitable allocation of certain costs relating to the maintenance, repair, and replacement of the Joint Property.

## **Article I**

### **STATEMENT OF AGREEMENT**

Declarant, as the current owner of the Property which includes the Residential Property, the Club Property, the West Property, and the East Property; and Danport, as the owner of the Danport Property, hereby declare that the Residential Property, Commercial Property, and the Club Property shall be held, sold, and conveyed subject to the covenants, conditions, and easements contained herein, which are made for the express benefit of the present and future owners of the Residential Property and the Commercial Property, the Association, Danport, East, West, the owner of the Club Property, and their respective members. The covenants, conditions, and easements contained herein shall run with the title to all the Residential Property, the Commercial Property, and the Club Property and shall inure to the benefit of and be a burden upon the Association, Danport, East, West, and the owner of the Club Property, and their respective successors, successor-in-title, and assigns.

This Covenant contemplates that some or all of the Joint Property shall be conveyed to a Community Development District (as that term is defined in the Declaration). All easements, covenants, and conditions imposed by this Covenant, including, but not limited to, the obligation to maintain the Joint Property and the obligation to pay the costs for such maintenance shall remain in full force and effect, notwithstanding the conveyance of any portion of the Joint Property to a Community Development District.

In consideration of the mutual benefits and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Declarant, as owner of the Club Property, the Residential Property, the West

Property, and the East Property, and Danport, as the owner of the Danport Property hereby covenant and agree as set forth herein.

## Article II JOINT PROPERTY

The Joint Property shall include landscaping and improvements comprising the main entry features serving Renaissance and the Commercial Property, and the landscaping, lighting, fixtures, equipment, signage, and other community improvements within and along the road serving the Residential Property, the Club Property, and the Commercial Property, as highlighted and described in Exhibit "B" ("Entrance Improvements") and Exhibit "C" ("Spine Road") attached hereto.

## Article III EASEMENTS

Declarant hereby reserves to itself and grants to the Club, its agents and assigns, a blanket, perpetual, non-exclusive easement over, under, and across all of the Residential Property and the Commercial Property for the purpose of access, ingress and egress, maintenance, repair, and replacement, to the extent reasonably necessary for the Club to perform its maintenance responsibilities with respect to the Joint Property as described in this Covenant. Declarant also reserves for itself the non-exclusive right and power to grant and record such specific easements as may be necessary, as determined in Declarant's sole discretion, in connection with the orderly development and maintenance of the Joint Property.

All work associated with the exercise of the easement described above shall be performed in such a manner as to minimize interference with the use and enjoyment of the property burdened by the easement. Upon completion of the work, the party exercising the easement shall restore the property, to the extent reasonably possible, to its condition prior to the commencement of the work. The exercise of such easement rights shall not extend to permitting entry into the structures on any "Unit" or "Lot" (as those terms are defined, respectively, in the Declaration, West Declaration, East Declaration, and the Danport Declaration), nor shall it unreasonably interfere with the use of any Unit or Lot.



## Article IV MAINTENANCE

4.1. Rights and Obligations. The Club shall have the right and obligation to maintain the Joint Property. The Association, East, West, and Danport shall contribute to the cost of such maintenance as set forth in Article V.

4.2. Standard of Performance. Maintenance, as such term is used in this Covenant, shall mean maintaining, improving, repairing, replacing, insuring, paying taxes and other incidental charges incurred, and taking any and all steps to keep the Joint Property in a well kept, neat, and attractive condition including, without limitation, repairing and replacing improvements and landscaping; maintaining, repairing, and replacing equipment and fixtures; and performing such other duties as may be necessary or appropriate.

4.3. Dispute Procedures.

(a) In the event that the Association, West, East, or Danport believes that the Club has failed to maintain the Joint Property in the manner required above, the party making such a complaint ("Claimant") shall provide written notice ("Notice") to the Club stating plainly and concisely:

(i) the nature of the deficiency, including any specific problems with the appearance of the Joint Property or the level, quality, or frequency of maintenance being performed; and

(ii) what the Claimant wants the Club to do to resolve the maintenance deficiency.

(b) The Club shall have 10 business days to respond to the Claimant by (i) stating its belief that it is not in violation of the standard, (ii) curing the maintenance deficiency, or (iii) if the deficiency is not capable of being cured within such period, responding to the Claimant with a detailed explanation of the steps being taken to cure the deficiency, a good faith estimate of when such deficiency shall be cured, and any other pertinent information.

(c) If the deficiency described in Claimant's Notice is not resolved to Claimant's satisfaction within the time set forth in subsection (b), the Claimant may file a "Claim" as provided in the alternative dispute resolution provisions of the Declaration, in which case the Claimant, the Club, and any other person involved in or responsible for such maintenance shall be deemed "Bound Parties" and shall comply with the dispute resolution procedures set forth therein.

4.4. Limitation of Liability. Notwithstanding anything contained herein to the contrary, the Club shall not be liable for property damage or personal injury occurring on, or arising out of the condition of, property which it does not own, unless, and only to the extent that, it has been negligent in the performance of its maintenance responsibilities.

**Article V**  
**OBLIGATION TO SHARE COSTS**

5.1. Maintenance Fee. In consideration for the operation and maintenance of the Joint Property, the Association, East, West, and Danport each shall pay the Club an annual fee to contribute to such operation and maintenance costs of the Joint Property ("Maintenance Fee"). The obligation to pay the Maintenance Fee shall be mandatory and shall be a separate and independent covenant on the part of the Association, Club, East, West, and Danport. No diminution or abatement of the Maintenance Fee or setoff shall be claimed or allowed by reason of any alleged failure of the Club to perform its maintenance responsibilities. The sole remedy for failure of the Club to perform its responsibilities hereunder shall be the dispute procedures set forth in Section 4.3.

5.2. Computation of Contributions. On an annual basis, at least 90 days before the beginning of its fiscal year, the Club shall determine an estimated budget of the expenses of maintaining the Entrance Improvements for the upcoming year, including such amounts, if any, the Club determines as reasonable for placement in a reserve fund for capital repairs and replacements ("Entrance Budget"). The Club shall mail, deliver, or otherwise make available to the Association, East, West, and Danport for inspection and copying during normal business hours, a copy of the completed Entrance Budget. In no event, however, shall the Association, East, West, or Danport have the right to disapprove, rescind, or reduce the Entrance Budget. The Maintenance Fees for the Association, Danport, East, and West shall be calculated as a percentage of the Entrance Budget. The Association shall pay 25% of the Entrance Budget as its Maintenance Fee. Danport shall pay 12.3% of the Entrance Budget as its Maintenance Fee. East shall pay 16.7% of the Entrance Budget as its Maintenance Fee. West shall pay 21% of the Entrance Budget as its Maintenance Fee. The Club shall be obligated to pay the remaining 25% of the Entrance Budget. The allocation of costs set forth in this paragraph is based on a good faith estimate of the benefit derived by each of the parties from the Entrance Improvements.

On an annual basis, at least 90 days before the beginning of its fiscal year, the Club shall also determine an estimated budget of the expenses of maintaining the Spine Road for the upcoming year, including such amounts, if any, the Club determines as reasonable for placement in a reserve fund for capital repairs and replacements ("Road Budget"). The Club shall mail, deliver, or otherwise make available to the Association for inspection and copying during normal business hours, a copy of the completed Road Budget. In no event, however, shall the Association have the right to disapprove, rescind, or reduce the Road Budget. The Association shall pay 50% of the Road Budget as its Maintenance Fee for the Spine Road. The Club shall be obligated to pay the remaining 50% of the Road Budget. The allocation of costs set forth in this paragraph is based on a good faith estimate of the benefit derived by the Club and the Association from the Spine Road.

The Club shall send to the Association, East, West, and Danport an annual notice of the respective Maintenance Fees. The Maintenance Fee shall be adjusted to reflect any excess or deficiency in the Entrance Budget or Road Budget prepared for the immediately

preceding year as compared to actual expenses for that period and any unreimbursed costs incurred by the Club during the previous fiscal year to collect amounts due hereunder.

So long as Declarant's lender has a security interest in the property that is subject to this Covenant, Declarant's lender shall have the right to approve the Entrance Budget and the Road Budget. The Club shall mail, deliver, or otherwise make available to the Declarant's lender, copies of the completed Road Budget and Entrance Budget. Declarant's lender, shall have 25 days from the date the budgets are received to disapprove the budgets. If Declarant's lender fails to disapprove the Road Budget or Entrance Budget within that time, the budgets shall be deemed approved. If Declarant's lender disapproves the Road Budget or Entrance Budget the Road Budget or Entrance Budget for the immediately preceding year shall remain in effect. In no event shall the disapproval of a Road Budget or Entrance Budget relieve the Association, Danport, East, or West from their obligation to pay their respective shares, as set forth in this section, of the actual expenses for maintaining the Spine Road and Entrance Improvements.

5.3. Payment of Contributions. Within 30 days of receipt of written notice of the Maintenance Fee, the Association, East, West, and Danport shall pay to the Club the entire amount due; provided, the Club may, in its discretion, permit the Association, East, West, and/or Danport to pay the Maintenance Fee in installments. Any Maintenance Fee which remains delinquent for a period of more than 30 days after the due date shall incur interest at a rate of eighteen percent (18%) per annum (or, if lower, the highest rate allowed by Florida law) on the principal amount due and shall include all costs of collection (including attorneys' fees), and any other amounts provided or permitted by law. In the event that any Maintenance Fee remains unpaid after 90 days, the Club may institute suit to collect a money judgment for such amounts. Disputes over the payment of Maintenance Fees shall not be subject to the dispute procedures of Section 4.3, and any claim, grievance, or dispute shall be an "Exempt Claim" from the alternative dispute resolution procedures set forth in the Declaration. All payments shall be applied first to costs and attorneys' fees, then to interest, and then to delinquent Maintenance Fees.

5.4. Recordkeeping. The Club shall maintain or cause to be maintained full and accurate books of account with respect to the performance of its responsibilities hereunder. The Club shall make books, records, and related financial statements available for inspection and copying upon the request of the Association, East, West, and/or Danport during normal business hours.

## Article VI GENERAL

6.1. Notice. Any notice provided for in this Covenant shall be served personally or shall be mailed by registered or certified mail to the president or secretary of the Club, the Association, West, East, or Danport, as applicable. Unless otherwise notified in writing by the Club, all notices shall be addressed to the Club at 6150 Diamond Centre Court, #1300, Fort Myers, Florida, 33912. The Association, West, and East shall notify the Club, in writing, of the address where notices are to be sent. All such notices shall, for all purposes, be deemed delivered (a) upon personal delivery to the party or address as specified above or (b) on the third day after mailing when mailed by registered or certified mail, postage prepaid, and properly addressed.

6.2. Enforcement. The obligations created hereunder shall inure to the benefit of, and may be enforced by, Declarant, the Club, the Association, West, East, and Danport, in accordance with the dispute procedures of Section 4.3 and the dispute resolution procedures set forth in the Declaration, or, if exempt, by any means at law or in equity.

6.3. Amendment. In addition to specific amendment rights granted elsewhere in this Covenant, so long as Declarant owns any property within the Renaissance community or subject to the Danport Declaration, the West Declaration, or the East Declaration, Declarant unilaterally may amend this Covenant for any purpose with the exception of any amendments to the allocation of Joint Property expenses pursuant to Section 5.2. Any amendments to the allocation of Joint Property expenses pursuant to Section 5.2 shall require the consent of the Club, the Association's board of directors, East's board of directors, West's board of directors, Danport's board of directors, and Declarant's lender.

Thereafter, this Covenant may be amended upon the written consent of the Club, the Association's board of directors, West's board of directors, East's board of directors, and Danport's board of directors.

Amendments to this Covenant shall become effective upon recordation unless a later effective date is specified therein. Any procedural challenge to an amendment must be made within six months of its recordation or such amendment shall be presumed to have been validly adopted. In no event shall a change of conditions or circumstances operate to amend any provisions of this Covenant. If an individual or entity consents to any amendment to this Covenant, it will be conclusively presumed that such individual or entity has the authority so to consent, and no contrary provision in any mortgage or contract between such individual or entity and a third party will affect the validity of such amendment. So long as Declarant's lender has a security interest in the property that is subject to this Covenant, the Declarant shall not make any amendments that have a material adverse effect on the rights of Declarant's lender without the approval of such lender.

No amendment may remove, revoke, or modify any right or privilege of Declarant without Declarant's written consent or that of the assignee of such right or privilege.

6.4. Duration. Unless terminated as provided below, this Covenant shall have perpetual duration. If Florida law hereafter limits the period during which covenants may run with the land, then to the extent consistent with such law, this Covenant shall automatically be extended at the expiration of such period for successive periods of 20 years.

6.5. Interpretation. This Covenant shall be governed by and construed under Florida law.

6.6. Waiver. No failure of Declarant, the Club, Danport, West, East, or the Association to exercise any power under this Covenant or insist upon strict compliance with this Covenant and no custom or practice at variance with the terms of this Covenant shall constitute a waiver of the right to demand exact compliance with the terms of this Covenant.

6.7. Perpetuities. If any of the covenants, conditions, restrictions, or other provisions of this Covenant shall be unlawful, void, or voidable for violation of the rule against perpetuities, then such provisions shall continue for a period of 90 years after the date this Covenant is recorded in the Official Records of Lee County, Florida.

6.8. Severability. Invalidation of any provision of this Covenant, in whole or in part, or any application of a provision of this Covenant by judgment or court order shall in no way affect other provisions or applications.

6.9. Captions. The captions of each article and section hereof are inserted only for convenience and are in no way to be construed as defining, limiting, extending, or otherwise modifying or adding to the particular article or section to which they refer.

6.10. Assignment of Declarant Rights. The Declarant may assign its rights under this Covenant at any time and without the consent of the Association, Danport, East, or West. Such assignment shall be in writing unless the assignment is made to Declarant's lender in the course of a foreclosure action or by virtue of a deed in lieu of foreclosure in which case such writing shall not be required and Declarant's lender shall assume Declarant's rights under this Covenant.

6.11. Notice. Any notices to be provided pursuant to the terms of this Covenant shall be mailed or delivered to:

Declarant's lender:

Colonial Bank  
Attention: Kenneth W. Kidd, Sr. Vice President  
16740 San Carlos Boulevard  
Fort Myers, FL 33908

Declarant:  
Worthington of Renaissance, LLC  
14291 Metro Parkway

Building #1300  
Fort Myers, FL 33912

All such notices shall be deemed received (a) upon personal delivery to the party or address specified in this section; or (b) on the third day after mailing when mailed by registered or certified mail, postage prepaid, and properly addressed.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the parties hereto have duly executed this Covenant as of this 28 day of Mar, 2002.

DECLARANT: Worthington of Renaissance, LLC,  
a Florida limited liability company

Andrea Skiera  
WITNESS

By: Jeff Darragh  
Jeff Darragh, President

[Signature]  
WITNESS

STATE OF FLORIDA

COUNTY OF LEE

The foregoing instrument was acknowledged before me this 28 day of March, 2002, by Jeff Darragh, as President for Worthington of Renaissance, LLC, a Florida limited liability company, on behalf of such entity. He is personally known to me or has produced \_\_\_\_\_ as identification and did (did not) take an oath.

Given under my hand and official seal this 28 day of March, 2002.

My term of office expires on \_\_\_\_\_.

Andrea Skiera [SEAL]  
NOTARY PUBLIC



Andrea Skiera  
MY COMMISSION # DD075740 EXPIRES  
December 2, 2005  
BONDED THRU TROY FAIN INSURANCE, INC.



DANPORT: Danport Center Property Owners'  
Association, Inc., a Florida not for profit  
corporation

[CORPORATE SEAL]

By: [Signature]  
Name: \_\_\_\_\_  
Its: President  
Attest: [Signature]  
Name: \_\_\_\_\_  
Its: Secretary

STATE OF FLORIDA

COUNTY OF LEE

The foregoing instrument was acknowledged before me this 28 day of March, 2002, by Teff Dargatzis as President for Danport Center Property Owners' Association, Inc., a Florida not for profit corporation, on behalf of such entity. She/He is personally known to me or has produced \_\_\_\_\_ as identification and did (did not) take an oath.

Given under my hand and official seal this 28 day of March, 2002.

My term of office expires on \_\_\_\_\_.

[Signature] [SEAL]  
NOTARY PUBLIC



Andrea Skiera  
MY COMMISSION # DD075740 EXPIRES  
December 2, 2005  
BONDED THRU TROY FAIN INSURANCE, INC.

**EXHIBIT "A"**

Property Subject to Covenant

**DESCRIPTION  
OF A PARCEL OF LAND  
LYING IN  
SECTIONS 15 & 22, TOWNSHIP 45 SOUTH, RANGE 25 EAST  
(RENAISSANCE OVERALL)**

A PARCEL OF LAND LYING IN THE STATE OF FLORIDA, COUNTY OF LEE, IN SECTIONS 15 & 22, TOWNSHIP 45 SOUTH, RANGE 25 EAST, SAID LAND BEING SITUATED WEST OF I-75 AND NORTH OF DANIELS ROAD AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**BEGINNING** AT THE WEST 1/4 CORNER OF SECTION 15, TOWNSHIP 45 SOUTH, RANGE 25 EAST; THENCE N 00°56'38" W ALONG THE WEST LINE OF SECTION 15 FOR 330.69 FEET; THENCE N 89°35'15" E FOR 645.71 FEET TO A POINT ON THE EAST LINE OF THE WEST 1/4 OF THE WEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 15; THENCE N 00°57'24" W ALONG THE EAST LINE OF THE WEST 1/4 OF THE WEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 15 FOR 2315.02 FEET TO A POINT ON THE NORTH LINE OF SAID SECTION 15; THENCE N 89°34'12" E ALONG THE NORTH LINE OF SAID SECTION 15 FOR 1935.59 FEET TO THE NORTH 1/4 CORNER OF SECTION 15; THENCE N 89°34'32" E ALONG THE NORTH LINE OF SAID SECTION 15 FOR 1560.79 FEET TO A POINT ON THE WEST RIGHT OF WAY OF I-75, SAID POINT BEING ON A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 22800.31 FEET AND TO WHICH POINT A RADIAL LINE BEARS S 88°11'53" E; THENCE ALONG SAID WEST RIGHT OF WAY OF I-75 AND SAID CURVE THROUGH A CENTRAL ANGLE OF 06°32'27" FOR 2602.82 FEET; THENCE S 08°20'34" W ALONG SAID WEST RIGHT OF WAY FOR 1104.33 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 11577.25 FEET; THENCE ALONG SAID WEST RIGHT OF WAY AND SAID CURVE THROUGH A CENTRAL ANGLE OF 08°01'01" FOR 1619.92 FEET; THENCE S00°29'46"E ALONG SAID WEST RIGHT OF WAY LINE OF I-75 FOR 52.95 FEET; THENCE S89°30'14"W FOR 71.85 FEET; THENCE S00°29'46"E FOR 50.00 FEET; THENCE N89°30'14"E FOR 71.85 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF I-75; THENCE S00°29'46"E FOR 617.97 FEET; THENCE S03°21'36"W ALONG SAID WEST RIGHT OF WAY LINE OF I-75 FOR 518.59 FEET; THENCE S07°47'14"W ALONG SAID WEST RIGHT OF WAY LINE OF I-75 FOR 157.00 FEET; THENCE S88°58'07"W FOR 322.37 FEET; THENCE S53°11'00"W FOR 783.03 FEET TO THE BEGINNING OF A NON-TANGENT CURVE CONCAVE TO THE RIGHT HAVING A RADIUS OF 600.00 FEET AND TO WHICH POINT A LINE BEARS S25°46'12"E; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 24°44'22' FOR 259.07 FEET; THENCE S88°58'10"W FOR 330.70 FEET TO THE BEGINNING OF A TANGENT CURVE CONCAVE TO THE RIGHT HAVING A RADIUS OF 600.00 FEET; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 12°26'10" FOR 130.23 FEET; THENCE N01°01'50"W FOR 397.53 FEET; THENCE N75°40'45"W FOR 743.25 FEET; THENCE S89°34'24"W FOR 433.00 FEET TO A POINT ON THE EAST LINE OF THE WEST 1/4 OF THE NORTHWEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 22; THENCE N01°02'35"W ALONG THE EAST LINE OF THE WEST 1/4 OF THE NORTHWEST 1/4 OF SECTION 22 FOR 1323.36 FEET; THENCE N01°05'26"W ALONG THE EAST LINE OF THE WEST 1/4 OF THE SOUTHWEST 1/4 OF SECTION 15 FOR 1986.44 FEET; THENCE S 89°35'11" W FOR 645.55 FEET TO A POINT ON THE WEST LINE OF SAID SECTION 15; THENCE N 01°06'40" W ALONG THE WEST LINE OF SAID SECTION 15 FOR 662.19 FEET TO THE **POINT OF BEGINNING**.

CONTAINING 506.95 ACRES MORE OR LESS.

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS-OF-WAY OF RECORD (WRITTEN AND UNWRITTEN, RECORDED AND UNRECORDED).

BEARINGS BASED ON THE WEST LINE OF SECTION 15, TOWNSHIP 45 SOUTH, RANGE 25 EAST AS BEING N01°06'40"W.

Certification for Boundary Description

**Surveyor and Mapper in Responsible Charge:**

Denis J. O'Connell, Jr., LS #5430

**Community Engineering Services, Inc.** LB #6572

9200 Bonita Beach Road, Suite 213

Bonita Springs, FL 34135

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

SECTIONS 15 & 22, TOWNSHIP 45 SOUTH, RANGE 25 EAST,  
LEE COUNTY, FLORIDA

INTERSTATE 75

S. 08° 20' 34" W.  
1104.33'

(1)

N

RENAISSANCE  
"PROPOSED"

SKETCH OF DESCRIPTION

COMMUNITY ENGINEERING SERVICES, INC.  
CIVIL ENGINEERING · SURVEYING · PROJECT MANAGEMENT



\*\*\* THIS IS NOT A SURVEY \*\*\*

CHORD BEARING  
S.05°04'.21"W.  
N.04°20'.04"E.  
S.76°35'.59"W.  
N.84°48'.46"W.

NO.	RADIUS.	DELTA	ARC	CHORD
1	22800.31'	06°32'27"	2602.82'	2601.45'
2	11577.25'	08°01'01"	1619.92'	1618.58'
3	600.00'	24°44'22"	259.07'	257.06'
4	600.00'	12°42'12"	130.23'	129.97'

POINT OF BEGINNING  
WEST 1/4 CORNER OF  
SECTION 15, TOWNSHIP 45  
SOUTH, RANGE 25 EAST

05/27/22

FILE NAME: RENOVERALL.OWG	FIELD BOOK/PAGE:	PROJECT NO.: 1355	SHEET: 2 OF 2
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15-45-75

DESCRIPTION  
OF A PARCEL OF LAND  
LYING IN  
SECTION 22, TOWNSHIP 45 SOUTH, RANGE 25 EAST  
(GALLERIA WEST)

A PARCEL OF LAND LYING IN THE STATE OF FLORIDA, COUNTY OF LEE, IN SECTION 22, TOWNSHIP 45 SOUTH, RANGE 25 EAST, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SECTION 22, TOWNSHIP 45 SOUTH, RANGE 25 EAST, THENCE N 89°34'17" E ALONG THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 22 FOR 644.65 FEET TO A POINT ON THE CENTER LINE OF AN INGRESS AND EGRESS EASEMENT RECORDED IN OFFICIAL RECORD BOOK 444, PAGE 481 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE N 01°02'35" W ALONG SAID CENTER LINE FOR 350.84 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N 01°02'35" W TO SAID CENTER LINE FOR 972.52 FEET; THENCE N 89°34'24" E FOR 433.00 FEET; THENCE S 75°40'45" E FOR 743.25 FEET; THENCE S 01°01'50" E FOR 397.53 FEET TO A POINT ON A CURVE TO THE RIGHT HAVING A RADIUS OF 600.00 FEET AND TO WHICH POINT A RADIAL LINE BEARS S 11°24'19" W; THENCE NORTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 29°53'54" FOR 313.09 FEET TO A POINT ON A CURVE TO THE LEFT HAVING A RADIUS OF 450.00 FEET AND TO WHICH POINT A RADIAL LINE BEARS N 40°40'45" W; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 50°21'57" FOR 395.57 FEET; THENCE S 01°02'42" E FOR 176.93 FEET; THENCE S 89°34'18" W FOR 711.85 FEET TO THE POINT OF BEGINNING.

CONTAINING 19.77 ACRES MORE OR LESS.

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS-OF-WAY OF RECORD (WRITTEN AND UNWRITTEN, RECORDED AND UNRECORDED).

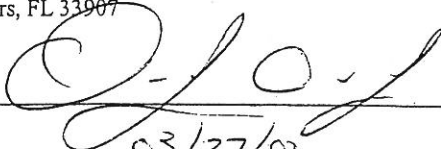
BEARINGS BASED ON THE SOUTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 22 AS BEING N 89°34'17" E.

(SEE ATTACHED BOUNDARY SKETCH)

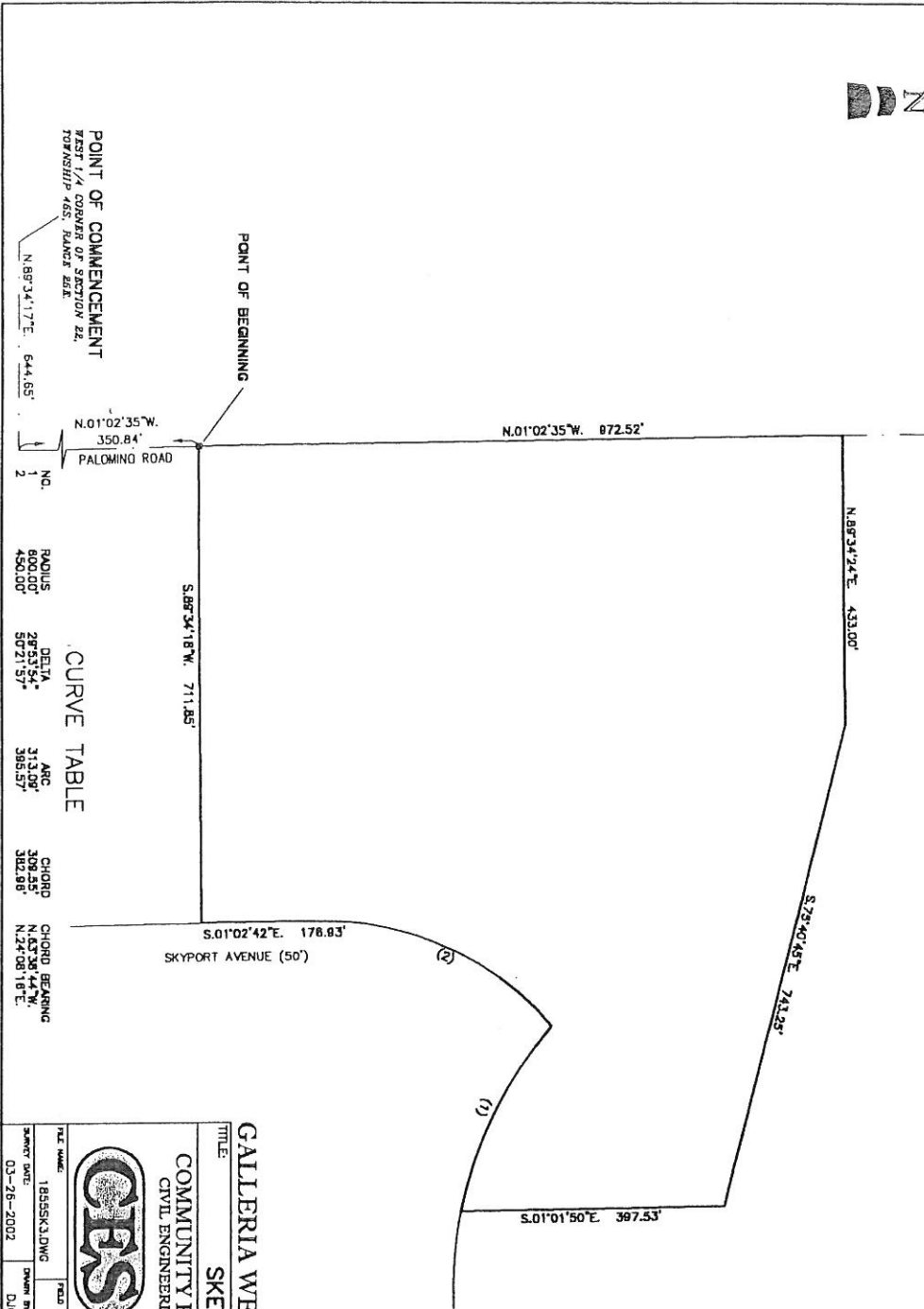
Certification for Boundary Description  
**Surveyor and Mapper in Responsible Charge:**  
Denis J. O'Connell, Jr., LS #5430  
**Community Engineering Services, Inc.** LB #6572  
Key West Professional Center  
1342 Colonial Boulevard, Suite C-24  
Fort Myers, FL 33907

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

  
03/27/02


# **SKETCH** OF A PARCEL LYING IN SECTION 22, TOWNSHIP 45 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA



\* THIS IS NOT A SURVEY \*

BY: *[Signature]*  
DENIS D. JOHNSON, JR.  
PROFESSIONAL SURVEYOR AND MAPPER  
FLORIDA CERTIFICATE NO. 158 5430

DATE SIGNED: 03/27/02

<b>GALLERIA WEST</b> <b>SKETCH OF DESCRIPTION</b>					
<b>COMMUNITY ENGINEERING SERVICES, INC.</b> CIVIL ENGINEERING-SURVEYING-PROJECT MANAGEMENT 1855 KJ.DWG 03-26-2002 DLO N.T.S. DLO 1 OF 1					
 1342 Colonial Boulevard, Suite C-24 Fort Myers, Florida 33907 Telephone (941) 936-9777 Fax (941) 936-0064					

**DESCRIPTION  
OF A PARCEL OF LAND  
LYING IN  
SECTION 22, TOWNSHIP 45 SOUTH, RANGE 25 EAST  
(GALLERIA EAST)**

A PARCEL OF LAND LYING IN THE STATE OF FLORIDA, COUNTY OF LEE, BEING PART OF SECTION 22, TOWNSHIP 45 SOUTH, RANGE 25 EAST AND PART OF DANPORT CENTER AS RECORDED IN PLAT BOOK 35 AT PAGES 118 THROUGH 120 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, SAID LAND BEING SITUATED WEST OF I-75 AND NORTH OF DANIELS ROAD AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE CENTER OF SECTION 22, TOWNSHIP 45 SOUTH, RANGE 25 EAST; THENCE N01°01'53"W ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 22 FOR 97.15 FEET TO THE SOUTHWEST CORNER OF DANPORT CENTER AS RECORDED IN PLAT BOOK 35 AT PAGES 118 THROUGH 120 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA AND THE **POINT OF BEGINNING**; THENCE CONTINUE N01°01'53"W ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 22 FOR 563.94; THENCE S89°34'19"W FOR 22.94 FEET TO A POINT ON THE EAST RIGHT OF WAY LINE OF INTERPORT AVENUE AS SHOWN IN THE PLAT OF DANPORT CENTER PHASE 1-A, PART 1, AS RECORDED IN PLAT BOOK 49 AT PAGES 87 THROUGH 92 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA SAID POINT BEING ON A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 507.58 FEET AND TO WHICH POINT A RADIAL LINE BEARS N71°40'43"E; THENCE ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 05°46'36" FOR 51.18 FEET; THENCE CONTINUE ALONG SAID RIGHT OF WAY LINE FOR N24°05'53"W FOR 82.98 FEET TO THE NORTHEAST CORNER OF DANPORT CENTER AS RECORDED IN PLAT BOOK 35 AT PAGES 118 THROUGH 120 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE N53°11'00"E FOR 783.03 FEET; THENCE N88°58'07"E FOR 322.37 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF I-75 AND THE EAST LINE OF SAID DANPORT CENTER; THENCE S07°47'14"W ALONG SAID COMMON LINE FOR 182.09 FEET; THENCE S16°36'00"W ALONG SAID COMMON LINE FOR 338.90 FEET; THENCE S21°03'52"W ALONG SAID COMMON LINE FOR 349.39 FEET; THENCE S25°06'33"W ALONG SAID COMMON LINE FOR 168.77 FEET; THENCE S52°10'50"W ALONG SAID COMMON LINE FOR 243.75 FEET; THENCE S85°21'20"W ALONG THE SOUTH LINE OF SAID DANPORT CENTER AND THE NORTH RIGHT OF WAY LINE OF DANIELS ROAD FOR 353.63 FEET TO THE **POINT OF BEGINNING**.

SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS-OF-WAY OF RECORD (WRITTEN AND UNWRITTEN, RECORDED AND UNRECORDED).

BEARINGS BASED WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 22 AS BEING N01°01'53"W.

CONTAINING 15.88 ACRES, MORE OR LESS.

(SEE ATTACHED BOUNDARY SKETCH)

Certification for Boundary Description  
Surveyor and Mapper in Responsible Charge:  
Denis J. O'Connell, Jr., LS #5430  
Community Engineering Services, Inc. LB #6572  
Key West Professional Center  
1342 Colonial Boulevard, Suite C-24  
Fort Myers, FL 33907

Signed: \_\_\_\_\_

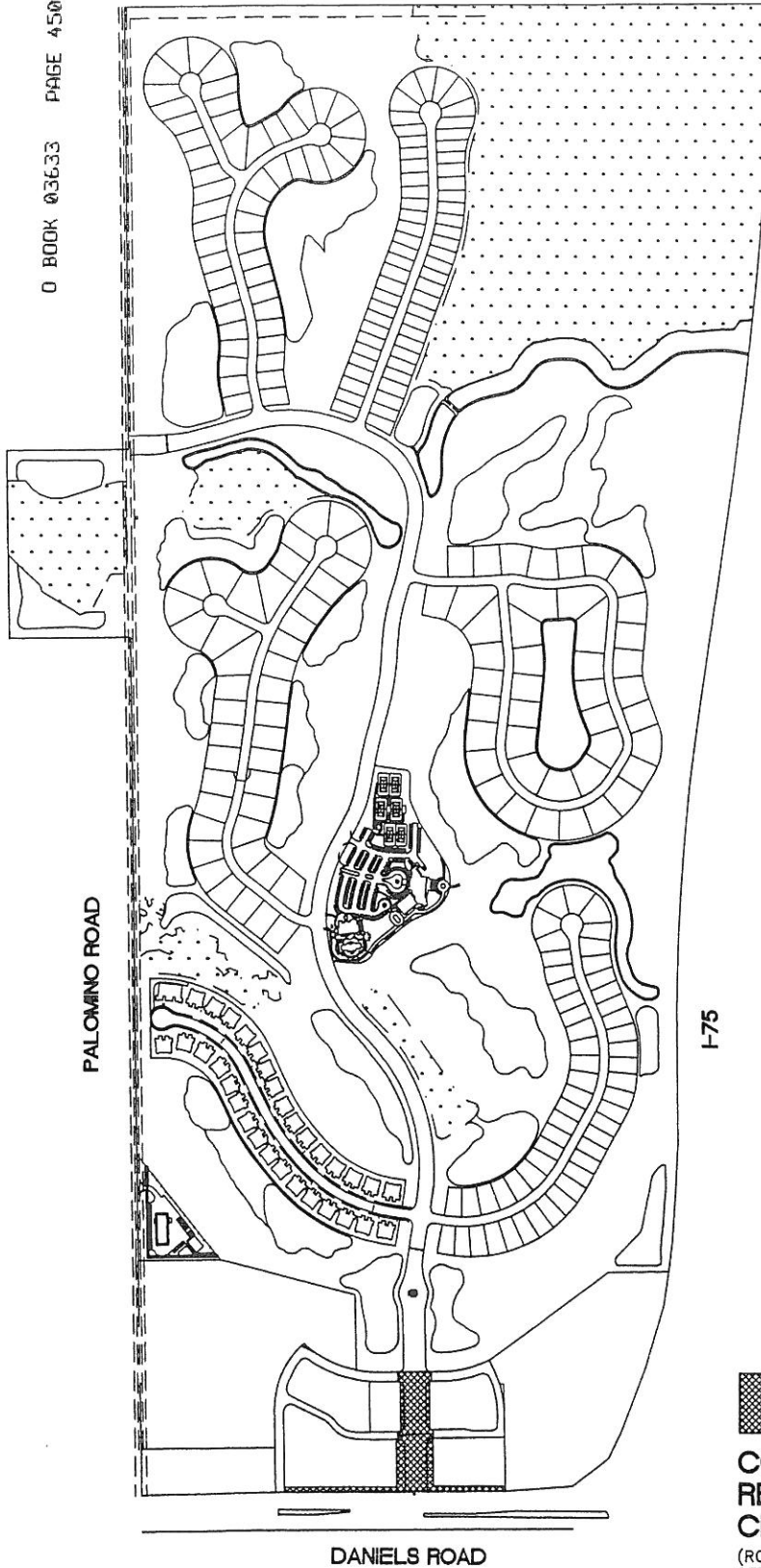
Date: \_\_\_\_\_





**EXHIBIT "B"**

**Entrance Improvements**



SCALE 1" = 800'

 JOINT PROPERTY:

COMMERCIAL,  
RESIDENTIAL H.O.A.  
CLUB

(ROAD, LANDSCAPE IRRIGATION,  
STREET LIGHTS, AND SIGNS)  
TOTAL AREA = 141,540 S.F. (3.25 ACRES)



COMMUNITY ENGINEERING SERVICES, INC.  
Civil Engineering • Planning • Project Management

**EXHIBIT "C"**

Spine Road

**DESCRIPTION  
OF A PARCEL OF LAND  
LYING IN  
SECTIONS 15 & 22, TOWNSHIP 45 SOUTH, RANGE 25 EAST  
(RENAISSANCE SPINE ROAD)**

A PARCEL OF LAND LYING IN SECTION 15 AND 22, TOWNSHIP 45 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTER OF SECTION 22, TOWNSHIP 45 SOUTH, RANGE 25 EAST; THENCE ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 22, NORTH  $01^{\circ}01'53''$  WEST, 97.26 FEET TO A POINT MARKING THE SOUTHWEST CORNER OF THE "DANPORT CENTER" PLAT BOOK 36, PAGES 118-120 AND ALSO BEING ON THE NORTH RIGHT OF WAY OF DANIELS ROAD; THENCE CONTINUING ALONG THE SAID WEST SECTION LINE AND BEING THE WEST LINE OF SAID PLAT, NORTH  $01^{\circ}01'53''$  WEST, A DISTANCE OF 564.26 FEET TO A POINT BEING THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 22; THENCE ALONG THE SOUTH LINE OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SAID SECTION 22, NORTH  $89^{\circ}59'37''$  WEST, A DISTANCE OF 23.37 TO A POINT ON THE DANPORT CENTER PH-1A, PLAT BOOK 49, PAGES 87-92, AND BEING ON THE EAST RIGHT OF WAY OF INTERPORT AVENUE; THENCE ALONG SAID RIGHT OF WAY, AROUND A CURVE TO THE LEFT, THROUGH A CENTRAL ANGLE OF  $05^{\circ}41'25''$ , HAVING A RADIUS OF 507.58', AN ARC LENGTH OF 50.41 FEET, A CHORD BEARING OF NORTH  $21^{\circ}15'06''$  WEST, A DISTANCE OF 50.39 FEET TO A POINT; THENCE CONTINUING ALONG SAID RIGHT OF WAY, NORTH  $24^{\circ}05'53''$  WEST, A DISTANCE OF 83.23 FEET TO A POINT THAT IS THE NORTHEAST CORNER OF THE DANPORT CENTER PHASE 1-A PLAT; THENCE ALONG THE NORTH LINE OF SAID PLAT AROUND A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF  $24^{\circ}44'20''$ , HAVING A RADIUS OF 600.00', AN ARC DISTANCE OF 259.07', A CHORD BEARING OF SOUTH  $76^{\circ}36'00''$  WEST, A DISTANCE OF 257.06' TO A POINT; THENCE SOUTH  $88^{\circ}58'10''$  WEST, ALONG THIS NORTH LINE OF SAID PLAT A DISTANCE OF 60.46' TO THE POINT OF BEGINNING;

THENCE AROUND A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF  $90^{\circ}00'00''$ , HAVING A RADIUS OF 30.00', AN ARC DISTANCE OF 47.12', A CHORD BEARING OF NORTH  $46^{\circ}01'50''$  WEST A DISTANCE OF 42.43' TO A POINT; THENCE NORTH  $01^{\circ}01'50''$  WEST, A DISTANCE OF 264.74' TO A POINT; THENCE AROUND A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF  $18^{\circ}40'18''$ , HAVING A RADIUS OF 300.00', AN ARC DISTANCE OF 97.76', A CHORD BEARING OF NORTH  $08^{\circ}18'19''$  EAST, A DISTANCE OF 97.33' TO A POINT; THENCE AROUND A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF  $41^{\circ}22'40''$ , HAVING A RADIUS OF 80.00', AN ARC DISTANCE OF 57.77', A CHORD BEARING OF NORTH  $03^{\circ}02'52''$  WEST, A DISTANCE OF 56.53' TO A POINT; THENCE AROUND A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF  $32^{\circ}34'20''$ , HAVING A RADIUS OF 300.00', AN ARC DISTANCE OF 170.55', A CHORD BEARING OF NORTH  $07^{\circ}27'01''$  WEST, A DISTANCE OF 168.26' TO A POINT; THENCE NORTH  $08^{\circ}50'08''$  EAST, A DISTANCE OF 142.05' TO A POINT; THENCE AROUND A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF  $90^{\circ}00'00''$ , HAVING A RADIUS OF 35.00', AN ARC DISTANCE OF 54.98', A CHORD BEARING OF NORTH  $53^{\circ}50'08''$  EAST, A DISTANCE OF 49.50' TO A POINT; THENCE SOUTH  $81^{\circ}09'52''$  EAST, A DISTANCE OF 40.41' TO A POINT; THENCE NORTH  $11^{\circ}15'56''$  EAST, A DISTANCE OF 50.04' TO A POINT; THENCE NORTH  $81^{\circ}09'52''$  WEST, A DISTANCE OF 42.53' TO A POINT; THENCE AROUND A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF  $90^{\circ}00'00''$ , HAVING A RADIUS OF 35.00', AN ARC DISTANCE OF 54.98' A CHORD BEARING OF NORTH  $36^{\circ}09'52''$  WEST, A DISTANCE OF 49.50' TO A POINT; THENCE NORTH  $08^{\circ}50'08''$  EAST, A DISTANCE OF 40.31' TO A POINT; THENCE AROUND A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF  $56^{\circ}17'35''$ , HAVING A RADIUS OF 1050.00', AN ARC DISTANCE OF 1031.63' A CHORD BEARING OF NORTH  $19^{\circ}18'39''$  WEST, A DISTANCE OF 990.63' TO A POINT; THENCE AROUND A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF  $74^{\circ}51'58''$ , HAVING A RADIUS OF 750.00', AN ARC DISTANCE OF 979.99', A CHORD BEARING OF NORTH  $10^{\circ}01'28''$  WEST A DISTANCE OF 911.75' TO A POINT;

THENCE NORTH 27°24'31" EAST, A DISTANCE OF 190.65' TO A POINT; THENCE AROUND A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 16°32'30", HAVING A RADIUS OF 580.00', AN ARC DISTANCE OF 167.45', A CHORD BEARING OF NORTH 19°08'16" EAST, A DISTANCE OF 166.87' TO A POINT; THENCE NORTH 10°52'00" EAST, A DISTANCE OF 185.93' TO A POINT; THENCE AROUND A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 03°35'00", HAVING A RADIUS OF 1120.00', AN ARC DISTANCE OF 70.04' A CHORD BEARING OF NORTH 12°39'30" EAST, A DISTANCE OF 70.03' TO A POINT; THENCE NORTH 14°27'00" EAST, A DISTANCE OF 190.40' TO A POINT; THENCE AROUND A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 12°59'00", HAVING A RADIUS OF 1480.00', AN ARC DISTANCE OF 335.37' A CHORD BEARING OF NORTH 07°57'30" EAST, A DISTANCE OF 334.66' TO A POINT; THENCE AROUND A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 16°17'09", HAVING A RADIUS OF 1020.00', AN ARC DISTANCE OF 289.92', A CHORD BEARING OF NORTH 09°36'34" EAST, A DISTANCE OF 288.95' TO A POINT; THENCE AROUND A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 01°46'07", HAVING A RADIUS OF 1280.00', AN ARC DISTANCE OF 39.51' A CHORD BEARING OF NORTH 16°52'05" EAST, A DISTANCE OF 39.51' TO A POINT; THENCE AROUND A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 86°17'38", HAVING A RADIUS OF 35.00', AN ARC DISTANCE OF 52.71', A CHORD BEARING OF NORTH 59°07'51" EAST, A DISTANCE OF 47.87' TO A POINT; THENCE NORTH 14°53'47" EAST, A DISTANCE OF 50.05'; THENCE AROUND A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 88°35'21", HAVING A RADIUS OF 35.00', AN ARC DISTANCE OF 54.12', A CHORD BEARING OF NORTH 33°25'40" WEST, A DISTANCE OF 48.88' TO A POINT; THENCE NORTH 10°52'00" EAST, A DISTANCE OF 217.61' TO A POINT; THENCE AROUND A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 77°33'21", HAVING A RADIUS OF 440.00', AN ARC DISTANCE OF 595.59', A CHORD BEARING OF NORTH 27°54'40" WEST, A DISTANCE OF 551.15' TO A POINT; THENCE NORTH 66°41'20" WEST, A DISTANCE OF 30.80' TO A POINT; THENCE AROUND A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 81°47'12", HAVING A RADIUS OF 35.00', AN ARC DISTANCE OF 49.96', A CHORD BEARING OF NORTH 25°47'44" WEST, A DISTANCE OF 45.83' TO A POINT; THENCE NORTH 66°41'20" WEST, A DISTANCE OF 50.84' TO A POINT; THENCE AROUND A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 80°48'09", HAVING A RADIUS OF 35.00', AN ARC DISTANCE OF 49.36', CHORD BEARING OF SOUTH 71°28'00" WEST, A DISTANCE OF 45.37' TO A POINT; THENCE AROUND A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 28°52'51", HAVING A RADIUS OF 840.00', AN ARC DISTANCE OF 423.42', A CHORD BEARING OF NORTH 82°34'21" WEST, A DISTANCE OF 418.95' TO A POINT; THENCE AROUND A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 64°56'18", HAVING A RADIUS OF 50.00', AN ARC DISTANCE OF 56.67' A CHORD BEARING OF NORTH 64°32'38" WEST, A DISTANCE OF 53.68' TO A POINT; THENCE SOUTH 78°09'02" WEST, A DISTANCE OF 56.24' TO A POINT; THENCE AROUND A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 65°53'52", HAVING A RADIUS OF 50.00', AN ARC DISTANCE OF 57.51' A CHORD BEARING OF SOUTH 41°34'22" WEST, A DISTANCE OF 54.39' TO A POINT; THENCE SOUTH 74°31'18" WEST, A DISTANCE OF 267.09' TO A POINT; THENCE AROUND A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 11°16'35", HAVING A RADIUS OF 600.00', AN ARC DISTANCE OF 118.09' A CHORD BEARING OF SOUTH 80°09'35" WEST, A DISTANCE OF 117.90' TO A POINT; THENCE SOUTH 85°47'53" WEST, A DISTANCE OF 74.69' TO A POINT; THENCE AROUND A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 03°06'41", HAVING A RADIUS OF 200.00', AN ARC DISTANCE OF 10.86' A CHORD BEARING OF SOUTH 87°21'14" WEST, A DISTANCE OF 10.86' TO A POINT; THENCE SOUTH 88°54'34" WEST, A DISTANCE OF 147.90' TO A POINT; THENCE SOUTH 01°05'26" EAST, A DISTANCE OF 100.00' TO A POINT; THENCE NORTH 88°54'34" EAST, A DISTANCE OF 134.58' TO A POINT; THENCE AROUND A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 10°42'30", HAVING A RADIUS OF 200.00', AN ARC DISTANCE OF 37.38' A CHORD BEARING OF NORTH 83°33'19" EAST, A DISTANCE OF 37.32' TO A POINT; THENCE NORTH 78°12'04" EAST, A DISTANCE OF 121.26' TO A POINT; THENCE AROUND A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF 03°40'47", HAVING A RADIUS OF 680.00', AN ARC DISTANCE OF 43.67', A CHORD BEARING OF NORTH 76°21'41" EAST, A DISTANCE OF 43.66' TO A POINT; THENCE NORTH 74°31'18" EAST, A DISTANCE OF 323.15' TO A POINT; THENCE AROUND A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 38°47'22", HAVING A RADIUS OF 760.00', AN ARC DISTANCE OF 514.52' A CHORD BEARING OF SOUTH 86°05'01" EAST, A DISTANCE OF 504.75' TO A POINT; THENCE SOUTH 66°41'20" EAST, A DISTANCE OF 128.92' TO A POINT; THENCE AROUND A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF 77°33'21", HAVING A RADIUS OF 360.00', AN ARC DISTANCE OF 487.30' A CHORD BEARING OF SOUTH 27°54'40" EAST, A DISTANCE OF 450.94' TO A POINT; THENCE SOUTH 10°52'00" WEST, A DISTANCE OF 220.23' TO A POINT; THENCE AROUND A CURVE TO THE



RIGHT THROUGH A CENTRAL ANGLE OF  $06^{\circ}53'08''$ , HAVING A RADIUS OF 1200.00', AN ARC DISTANCE OF 144.21', A CHORD BEARING OF SOUTH  $14^{\circ}18'34''$  WEST, A DISTANCE OF 144.12' TO A POINT; THENCE AROUND A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF  $16^{\circ}17'09''$ , HAVING A RADIUS OF 1100.00', AN ARC DISTANCE OF 312.66', A CHORD BEARING OF SOUTH  $09^{\circ}36'34''$  WEST, A DISTANCE OF 311.61' TO A POINT; THENCE AROUND A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF  $12^{\circ}59'00''$ , HAVING A RADIUS OF 1400.00', AN ARC DISTANCE OF 317.25', A CHORD BEARING OF SOUTH  $07^{\circ}57'30''$  WEST, A DISTANCE OF 316.57' TO A POINT; THENCE SOUTH  $14^{\circ}27'00''$  WEST, A DISTANCE OF 190.40' TO A POINT; THENCE AROUND A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF  $03^{\circ}35'00''$ , HAVING A RADIUS OF 1200.00', AN ARC DISTANCE OF 75.05', A CHORD BEARING OF SOUTH  $12^{\circ}39'30''$  WEST, A DISTANCE OF 75.04' TO A POINT; THENCE SOUTH  $10^{\circ}52'00''$  WEST, A DISTANCE OF 185.93' TO A POINT; THENCE AROUND A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF  $16^{\circ}32'30''$ , HAVING A RADIUS OF 500.00', AN ARC DISTANCE OF 144.35', A CHORD BEARING OF SOUTH  $19^{\circ}08'16''$  WEST, A DISTANCE OF 143.85' TO A POINT; THENCE SOUTH  $27^{\circ}24'31''$  WEST, A DISTANCE OF 190.65' TO A POINT; THENCE AROUND A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF  $24^{\circ}40'05''$ , HAVING A RADIUS OF 830.00', AN ARC DISTANCE OF 357.35', A CHORD BEARING OF SOUTH  $15^{\circ}04'28''$  WEST, A DISTANCE OF 354.59' TO A POINT; THENCE AROUND A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF  $103^{\circ}37'30''$ , HAVING A RADIUS OF 35.00', AN ARC DISTANCE OF 63.60', A CHORD BEARING OF SOUTH  $54^{\circ}33'11''$  WEST, A DISTANCE OF 55.02' TO A POINT; THENCE AROUND A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF  $06^{\circ}36'20''$ , HAVING A RADIUS OF 225.00', AN ARC DISTANCE OF 25.94', A CHORD BEARING OF NORTH  $70^{\circ}19'54''$  WEST, A DISTANCE OF 25.93' TO A POINT; THENCE SOUTH  $11^{\circ}14'59''$  EAST, A DISTANCE OF 58.11' TO A POINT; THENCE AROUND A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF  $06^{\circ}12'30''$ , HAVING A RADIUS OF 275.00', AN ARC DISTANCE OF 29.80', A CHORD BEARING OF SOUTH  $76^{\circ}57'30''$  EAST, A DISTANCE OF 29.78 FEET TO A POINT; THENCE AROUND A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF  $75^{\circ}09'07''$ , HAVING A RADIUS OF 36.72', AN ARC DISTANCE OF 48.16', A CHORD BEARING OF SOUTH  $45^{\circ}02'30''$  EAST, A DISTANCE OF 44.78' TO A POINT; THENCE AROUND A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF  $42^{\circ}00'21''$ , HAVING A RADIUS OF 830.00', AN ARC DISTANCE OF 608.51', A CHORD BEARING OF SOUTH  $26^{\circ}27'16''$  EAST, A DISTANCE OF 594.97' TO A POINT; THENCE AROUND A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF  $56^{\circ}17'35''$ , HAVING A RADIUS OF 970.00', AN ARC DISTANCE OF 953.03', A CHORD BEARING OF SOUTH  $19^{\circ}18'39''$  EAST, A DISTANCE OF 915.15' TO A POINT; THENCE SOUTH  $08^{\circ}50'08''$  WEST, A DISTANCE OF 40.31' TO A POINT; AROUND A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF  $90^{\circ}00'00''$ , HAVING A RADIUS OF 35.00', AN ARC DISTANCE OF 54.98', A CHORD BEARING OF SOUTH  $53^{\circ}50'08''$  WEST, A DISTANCE OF 49.50' TO A POINT; THENCE NORTH  $81^{\circ}09'52''$  WEST, A DISTANCE OF 37.50' TO A POINT; THENCE SOUTH  $09^{\circ}58'53''$  WEST, A DISTANCE OF 50.01' TO A POINT; THENCE SOUTH  $81^{\circ}09'52''$  EAST, A DISTANCE OF 38.50' TO A POINT; THENCE AROUND A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF  $90^{\circ}00'00''$ , HAVING A RADIUS OF 35.00', AN ARC DISTANCE OF 54.98', A CHORD BEARING OF SOUTH  $36^{\circ}09'52''$  EAST, A DISTANCE OF 49.50' TO A POINT; THENCE SOUTH  $08^{\circ}50'08''$  WEST, A DISTANCE OF 224.29' TO A POINT; THENCE AROUND A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF  $18^{\circ}46'49''$ , HAVING A RADIUS OF 300.00', AN ARC DISTANCE OF 98.33', A CHORD BEARING OF SOUTH  $18^{\circ}13'33''$  WEST, A DISTANCE OF 97.89' TO A POINT; THENCE AROUND A CURVE TO THE LEFT THROUGH A CENTRAL ANGLE OF  $47^{\circ}19'06''$ , HAVING A RADIUS OF 80.00', AN ARC DISTANCE OF 66.07', A CHORD BEARING OF SOUTH  $03^{\circ}57'25''$  WEST, A DISTANCE OF 64.21' TO A POINT; THENCE AROUND A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF  $18^{\circ}40'18''$ , HAVING A RADIUS OF 300.00', AN ARC DISTANCE OF 97.76', A CHORD BEARING OF SOUTH  $10^{\circ}21'59''$  EAST, A DISTANCE OF 97.33' TO A POINT; THENCE SOUTH  $01^{\circ}01'50''$  EAST, A DISTANCE OF 264.74' TO A POINT; THENCE AROUND A CURVE TO THE RIGHT THROUGH A CENTRAL ANGLE OF  $90^{\circ}00'00''$ , HAVING A RADIUS OF 30.00', AN ARC DISTANCE OF 47.12', A CHORD BEARING OF SOUTH  $43^{\circ}58'10''$  WEST, A DISTANCE OF 42.43' TO A POINT; THENCE NORTH  $88^{\circ}58'10''$  EAST, A DISTANCE OF 180.00' TO THE POINT OF BEGINNING.

CONTAINING 13.23 ACRES MORE OR LESS.

(SEE ATTACHED BOUNDARY SKETCH)



SUBJECT TO EASEMENTS, RESTRICTIONS, RESERVATIONS AND RIGHTS-OF-WAY OF RECORD  
(WRITTEN AND UNWRITTEN, RECORDED AND UNRECORDED).

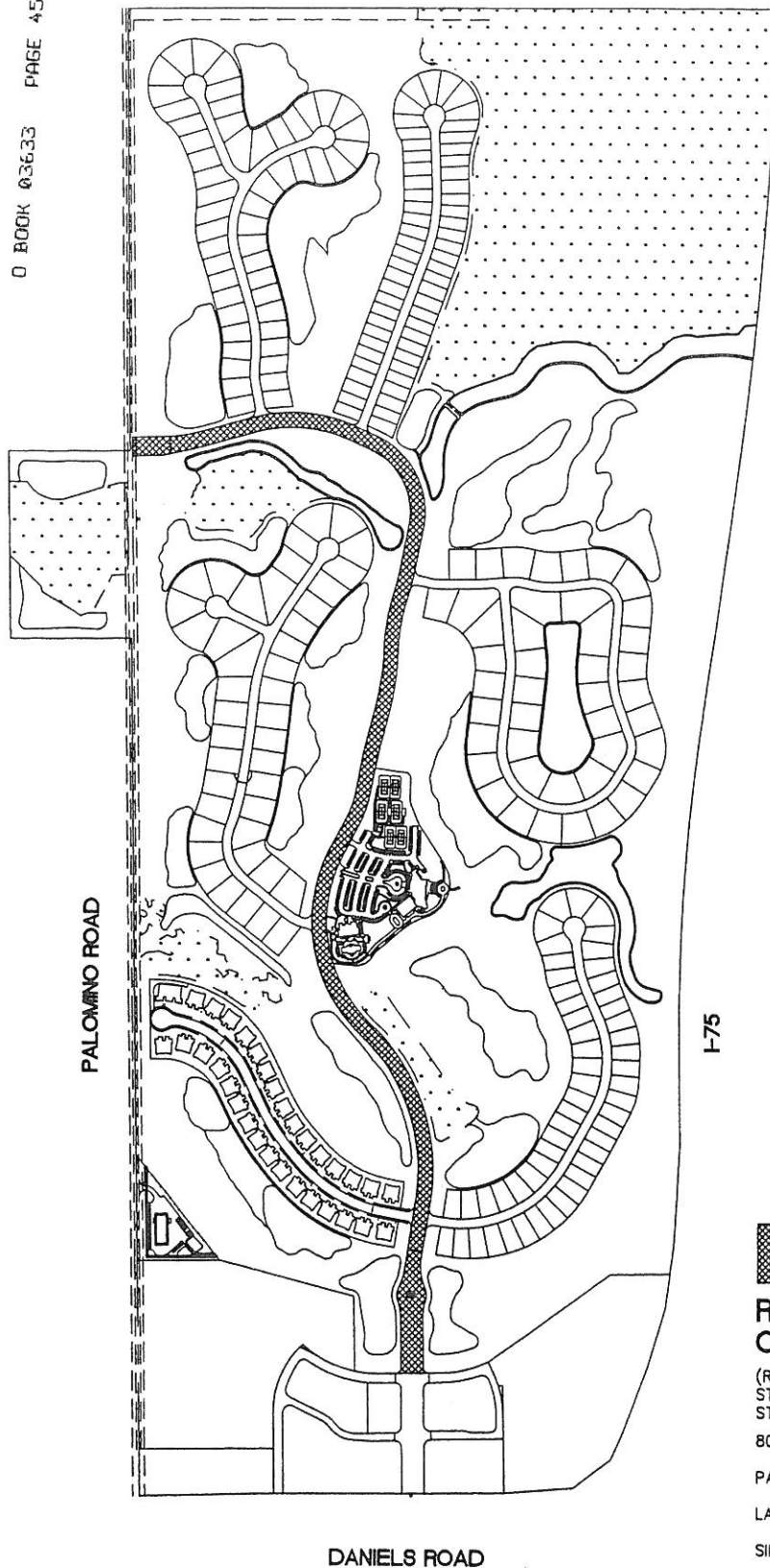
BEARINGS BASED ON THE WEST LINE OF SECTION 15, TOWNSHIP 45 SOUTH, RANGE 25 EAST AS  
BEING N00°56'38"W.

Certification for Boundary Description  
Surveyor and Mapper in Responsible Charge:  
**Denis J. O'Connell, Jr., LS #5430**  
**Community Engineering Services, Inc. LB #6572**  
Key West Professional Center  
1342 Colonial Boulevard, Suite C-24  
Fort Myers, FL 33907

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

03/28/02



SCALE 1" = 800'



**JOINT PROPERTY:**

**RESIDENTIAL H.O.A.,  
CLUB**

(R/W INCLUDES LANDSCAPE AND  
STREET LIGHTS, IRRIGATION, SIDEWALK  
STREET SIGNS AND LANDSCAPE ISLANDS)

80' R/W AND FLARED AREAS	= 581,120 S.F. (13.34 ACRES)
PAVEMENT AND GUTTER	= 249,337 S.F. (5.72 ACRES)
LANDSCAPED MEDIAN	= 101,840 S.F. (2.34 ACRES)
SIDEWALK	= 37,902 S.F. (0.87 ACRES)
IMPERVIOUS	= 287,239 S.F. (6.59 ACRES)
PERVIOUS	= 293,881 S.F. (6.75 ACRES)

DANIELS ROAD



COMMUNITY ENGINEERING SERVICES, INC.  
Civil Engineering • Planning • Project Management

"EXHIBIT C"

CONSENT

THE UNDERSIGNED, COLONIAL BANK, an Alabama banking corporation, Mortgagee to the property described herein under Mortgage, Security Agreement, and Assignment of Rents dated March 1, 2001, and recorded March 2, 2001, in Official Records Book 3371, Page 2595, as modified by Mortgage Spreader and Loan Modification Agreement recorded in Official Records Book 3392, Page 4134, Loan Modification Agreement recorded in Official Records Book 3480, Page 2326, and Loan Modification Agreement recorded in Official Records Book 3622, Page 4493, Loan Assignment of Rents, Leases, Profits, and Contracts recorded in Official Records Book 3371, Page 2617, and UCC-1 Financing Statement recorded in Official Records Book 3371, Page 2631, as amended by UCC-3 Statement of Change recorded at Official Records Book 3392, Page 4145, all in the Public Records of Lee County, Florida (collectively hereinafter referred to as "Mortgage"), hereby consents to the foregoing Declaration of Easements and Covenant to Share Costs for Renaissance.

Signed, Sealed and Delivered  
in the Presence of:

COLONIAL BANK, an Alabama banking  
corporation

By: Kenneth W. Kidd  
Kenneth W. Kidd, as its Senior Vice-President

Regina L. Dunn  
Witness signature

Regina L. Dunn  
Printed name of Witness

Laura Gray  
Witness signature

Laura Gray  
Printed name of Witness

STATE OF FLORIDA

COUNTY OF LEE

The foregoing instrument was acknowledged before me this 29 day of April, 2002, by KENNETH W. KIDD, Senior Vice-President of COLONIAL BANK, an Alabama banking corporation, on behalf of said Bank, who (X) is personally known to me or who ( ) produced \_\_\_\_\_ as identification

Regina L. Dunn  
Notary Public  
Regina L. Dunn  
Printed Name of Notary  
Commission No: CC961060

(SEAL)

