

DECLARATION OF COVENANTS, RESTRICTIONS, AND EASEMENTS
FOR
OAKLEAF VILLAS

THIS DECLARATION is made on this 20th day of
October, 1986, by PUNTA GORDA DEVELOPERS, INC., a Florida
Corporation (hereinafter called "Grantor").

RECITALS:

WHEREAS, PUNTA GORDA DEVELOPERS, INC., is the owner in
fee simple of the following platted lands (hereinafter referred
to as OAKLEAF VILLAS) situated in Citrus County, Florida, to-wit:

Lots 1, 2, and 3, Block B-C Replat, SUGARMILL
WOODS, according to the plat thereof as recorded in
Plat Book 9, Pages 86 through 150, inclusive, and
Plat Book 10, Pages 1 through 9, inclusive, as
replatted in O.R. Book 212, Page 1226, of the Public
Records of Citrus County, Florida.

WHEREAS, said Grantor or its predecessor in title,
originally filed restrictions of recorded on June 26, 1973 in
O.R. Book 342, Page 762, Citrus County, Florida, which
restrictions were subsequently amended by instrument recorded in
O.R. Book 350, Page 645; O.R. Book 377, Page 609; O.R. Book 377,
Page 625; O.R. Book 400, Page 137; O.R. Book 443, Page 395; O.R.
Book 443, Page 400; O.R. Book 462, Page 685; O.R. Book 527, Page
11; O.R. Book 527, Page 12; and O.R. Book 621, Page 2166, of the
Public Records of Citrus County, Florida.

WHEREAS, it is the desire of said Grantor to amend and
supersede all restrictions previously filed on the above
mentioned real property by Grantor by the following restrictions.

WHEREAS, Grantor intends to construct thereon
sixty-nine (69) (the actual number is subject to change) Dwelling
Units together with the Common Areas (hereinafter defined)
suitable for social, recreational and cultural purposes for the
use and benefit of the Owners (hereinafter defined) and their
guests; and

WHEREAS, Grantor desires to provide for the
preservation of the values and amenities in OAKLEAF VILLAS
(hereinafter defined) and for the maintenance of said Common
Areas and, to this end, desires to subject the real property,
above described, to the covenants, restrictions, easements,
charges and liens hereinafter set forth, each and all of which
are for the benefit of OAKLEAF VILLAS and each Owner; and

WHEREAS, Grantor has deemed it desirable for the
efficient preservation of the values and amenities in OAKLEAF
VILLAS, that there be an entity to which will be delegated and
assigned the powers of maintaining and administering the Common
Areas, administering and enforcing the covenants and
restrictions, and levying, collecting and disbursing the
assessments and charges hereinafter described; and

WHEREAS, there has been incorporated under the laws of
the State of Florida as a Not-for-Profit corporation, OAKLEAF
HOMEOWNERS ASSOCIATION, INC., for the purpose of exercising the
functions aforesaid;

NOW, THEREFORE, the Grantor declares the real property,
above described, is and shall be held, transferred, sold,
conveyed and occupied subject to the covenants, restrictions,

THIS INSTRUMENT PREPARED BY:
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Jennifer Vickers 10-29-86

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easements, charges and liens (sometimes referred to as "covenants and restrictions") hereinafter set forth.

ARTICLE I

DEFINITIONS

Section 1. The following words when used in this Declaration or any supplemental Declaration (unless the context shall otherwise require) shall have the following meaning:

(a) The "Annual Assessment" is that sum fixed by OAKLEAF HOMEOWNERS ASSOCIATION, INC. sufficient to pay the anticipated cost for maintaining and operating the Common Areas which is also referred to as maintenance fees and/or assessments. All unit owners, other than developer, shall pay the said assessment in equal installments in advance, on the first day of each calendar month. The annual assessment is to include, but not be limited to such items as Association utilities; insurance; reserve for road replacement and maintenance; water sprinkler replacement and maintenance; taxes; insurance; and the maintenance of the Common Areas.

(b) The "Association" shall mean OAKLEAF HOMEOWNERS ASSOCIATION, INC., its successors and assigns.

(c) The "Development" shall mean the real property herein described, together with all buildings and improvements thereon and referred to as OAKLEAF VILLAS.

(d) The "Common Areas of Oakleaf Villas hereinafter referred to as "Common Areas", shall mean those areas of land owned by the Association and shown in the replat of OAKLEAF VILLAS as C.A.-1 through C.A.-11. Said areas are intended to be devoted to the common use and enjoyment of Members of the Association (hereinafter defined), and are not dedicated for the use by the general public. The maintenance of the Common Areas will include those areas on the record plat designated as "Common Areas". The maintenance of the Common Area will also include that portion of the grassed area located on each of the projected sixty-nine (69) units. Although this area is owned by the owner and is not part of the Common Area, the Association shall be responsible for mowing, edging, weeding and trimming this privately owned grassed area. The unit owner, by accepting title, agrees to allow the Association to enter upon his property for this maintenance and pay his proportionate share of the cost of this maintenance. The maintenance, repair, and replacement of the sprinkler system is also a part of the responsibility of the Association and although a portion of the sprinkler system may be found on property owned by the Unit Owner, the Association, by these documents, is authorized to enter upon the property for such maintenance and repair of the sprinkler system.

(e) The "Common Areas of Sugarmill Woods", hereinafter referred to as "Platted Common Areas", shall mean the easements, walkways and other areas designated by a "Y" on the record plat of SUGARMILL WOODS.

(f) "Dwelling Unit" or "Unit" shall mean the platted lot including any dwelling unit located in the platted lot, including the land adjacent to the building as shown on the Plat of OAKLEAF VILLAS, but shall not include the Common Areas.

(g) "Owner" shall mean the record owner, whether one or more persons or entities, of the fee simple title to any Dwelling Unit, but shall not mean or refer to any mortgagee or subsequent holder of a mortgage, unless and until such mortgagee or holder has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.

(h) The "Grantor" shall mean PUNTA GORDA DEVELOPERS, INC., its successors and assigns.

(i) "Member" shall mean and refer to all those persons who are members of the Association as provided in Article III, Section I hereof.

ARTICLE II

ADDITIONS TO PROPERTY SUBJECT TO THIS DECLARATION

Section 1. Additions to the Development by the Association. Annexation of any additional property shall require a vote of a majority of Class A Members and the consent of the Class B Members, if any, at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than ten (10) days nor more than fifty (50) days in advance of the meeting setting forth the purpose of the meeting. The presence of Members or of proxies entitled to cast a majority of the votes of each class of membership shall constitute a quorum.

Section 2. Mergers. Upon a merger or consolidation of the Association with another association, the properties, rights and obligations of the Association may, by operation of law, be transferred to the surviving or consolidated association, or alternatively, the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidated association may administer the covenants and restrictions established by this Declaration within the Development, together with covenants and restrictions established upon any other properties as one scheme. No such merger or consolidation, however, shall effect any revocation, change or addition to the covenants established by this Declaration within the Development, except as hereinafter provided.

ARTICLE III

MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION

Section 1. Membership. Every person who has an interest in any Dwelling Unit which is subjected by this Declaration to assessment by the Association shall be a Member of OAKLEAF HOMEOWNERS ASSOCIATION, INC.

Section 2. Voting Rights. The Association shall have two classes of voting membership.

Class A: Class A Members shall be all Owners except the Grantor. Each Class A Member shall be entitled to one vote for each Dwelling Unit in which he holds the interest required for membership by Section 1 of this Article III. When more than one person holds such interest or interests in any Dwelling Unit, all such persons shall be Members and the vote for such Dwelling Unit shall be exercised as they among themselves determine, but in no event shall more than one vote be cast with respect to any such Dwelling Unit.

Class B: The Class B Member shall be the Grantor, his successors and assigns. The Class B Member shall be entitled to five (5) votes for each unsold Dwelling Unit, whether or not constructed, provided that when the total votes outstanding in the Class A Membership equals 60, the Class B Membership shall cease and be converted to Class A Membership, including all Units held by Grantor if Grantor shall decide to retain ownership of any Units.

Section 3. Control. The Developer has the right to retain control of the Association after a majority of Dwelling

Units have been sold. Within ninety (90) days of the cessation of Class B Membership, the Dwelling Unit owners other than the Grantor will be entitled to elect not less than a majority of the members of the Board of Directors of the Association. The Grantor is entitled to elect not less than one (1) member of the Board of Directors of the Association as long as the Developer holds for sale in the ordinary course of business at least three percent (3%) of the Dwelling Units in Oakleaf Villas.

ARTICLE IV

PROPERTY RIGHTS IN THE COMMON AREAS

Section 1. Members' Easements of Enjoyment. Subject to the provisions of Section 3 of this Article IV, every Member and every Owner of an interest in the Development shall have a right and easement of enjoyment in and to the Common Areas and such easement shall be appurtenant to and shall pass with the title to every Dwelling Unit.

Section 2. Title to Common Areas. The Grantor hereby covenants for itself, its successors and assigns, that it will convey to the Association, by Quit-Claim Deed (without covenant against Grantor's acts) fee title to the Common Areas, subject to a first lien on such Common Areas with an institutional lender, if any, and subject to easements, restrictions, reservations of record and taxes for the year of conveyance.

Section 3. Extent of Members' Easements. The rights and easements granted Members and persons owning an interest in the Development hereby shall be subject to the following:

(a) the rights of the Association, in accordance with its Certificate of Incorporation and By-Laws, to borrow money for the purpose of improving the Common Areas and in aid thereof, to mortgage said Common Areas, and the right of any mortgagee of said properties shall be superior to the rights of the Owners hereunder.

(b) the right of the Association to take such steps as are reasonably necessary or desirable to protect the Common Areas against foreclosure.

(c) the right of the Association to suspend the enjoyment rights of any Member for any period during which any assessment remains unpaid or for any infraction of any published rules and regulations.

(d) the right of the Developer to dedicate or provide an easement on all or any part of the Common Areas to any public agency, authority, cable television company or utility for such purposes and subject to such conditions as may be agreed to by the Developer. After turnover or conveyance of the common property to the Association, no such dedication or easement, transfer or determination as to the purposes or as to the conditions thereof shall be effective unless an instrument signed by Members entitled to cast a majority of the votes of the members of the Association, if any, has been recorded, agreeing to such dedication, transfer, purpose or conditions, and unless written notice of the action is sent to every Member not less than ten (10) nor more than fifty (50) days in advance of action taken.

Section 4. Use of the Common Areas. All owners of Dwelling Units have as an appurtenance to their Dwelling Unit a perpetual easement for ingress and egress from their lots over and through the Common Areas in Oakleaf Villas, in common with all other persons owning an interest in any Dwelling Unit in said Oakleaf Villas. It is the intent of the Grantor that the Common

Areas of Oakleaf Villas shall be a private area for the exclusive enjoyment of all persons owning an interest in a Dwelling Unit in Oakleaf Villas and their guests and tenants, subject to the rights reserved by the Grantor and subject to the following restrictions:

(a) Automobiles, trucks, and motorcycles of every description shall be prohibited access to or progress over the Common Areas except that portion of the Common Areas that is road or road right-of-way.

(b) Excepted from the above restrictions will be the equipment and vehicles necessary to maintain the Common Areas and the actions of the maintenance personnel appropriate to the development of the maintenance of the Common Areas.

(c) There shall be no additions, removal, or cutting of trees or plants or picking the flowers by the individual Dwelling Unit owners nor shall individual Dwelling Unit owners be permitted to place on the Common Areas any permanent fixture or fixtures, such as buildings, benches, barbecue pits or structures of any type.

(d) Pets shall not be allowed to be destructive within the Common Areas.

(e) Anything to the contrary notwithstanding, the Grantor reserves unto itself, its successors, assigns and nominees the right and privilege to dredge, fill, grade, install drainage, dig wells, install drainage facilities, install water lines, including water sprinkling lines and other underground utilities, pathways, benches, and other structures deemed by the Grantor, its successors or assigns to be desirable. Grantor further reserves unto itself the right to landscape and make other improvements necessary to complete the development within the Common Areas of Oakleaf Villas.

(f) The cost of maintenance and improvements such as landscaping, bridges and paths and the cost of improvements that may be added from time to time shall be the responsibility of the association and shall be accomplished in the manner prescribed in other sections of these deed restrictions.

ARTICLE V

COMPLETION, MAINTENANCE AND OPERATION OF COMMON AREAS AND COVENANT FOR ASSESSMENTS THEREFORE

Section 1. Completion of Common Areas by the Grantor.

(a) Prior to the conveyance of title of the Common Areas to the Association, the Grantor shall complete the construction of the streets.

(b) the Grantor's obligation to complete the remainder of the Common Areas, at the Grantor's sole cost and expense, shall survive the conveyance of the Common Areas to the Association subject to the right to terminate.

Section 2. Operation and Maintenance of Common Areas. Commencing on the date of conveyance of the last Dwelling Unit, or upon conveyance of the Common Areas to the Association, whichever occurs first, the Association shall operate and maintain the Common Areas at its sole expense, and shall provide the requisite services contemplated by Section 3(b) of this Article V insofar as construction has been completed pursuant to Section 1 of this Article V. Grantor shall pay that portion of the Common Expenses incurred until the date of conveyance of the last Dwelling Unit which exceeds the amount assessed and

collected from other Dwelling Unit owners. Grantor shall be excused from payment of the assessment fee so long as it pays that portion of the Common Expenses incurred during the aforementioned period which exceeds the amount assessed and collected against other unit owners for the purpose of determining the amount due from Grantor. The Common Expenses shall be defined as the actual cost incurred for the upkeep and maintenance of the Common Area and shall not include capital reserves for repair and replacement of the Common Areas, anticipated expenses by the Association which are not anticipated to be incurred on a regular or annual basis or assessments for betterments to the Common Areas. That portion of a unit owners payment that is attributable to capital reserve may be utilized by Grantor for payment of general expenses. After conveyance of the last unit capital reserves must be segregated from the general fund and held separate by the Association for capital expenses.

Section 3. Assessments.

(a) Commencing on the date of occupancy of the first Dwelling Unit, and each calendar year thereafter, the Grantor for each Dwelling Unit in the Development under the Grantor's control, whether or not constructed, hereby covenants, and each subsequent Owner of any such Dwelling Unit by acceptance of a deed or other instrument creating an interest in a Unit therefore, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association (1) annual assessments (maintenance charges) for anticipated current expenses and (2) special assessments for capital improvements, and (3) capital reserve assessments, such assessments to be fixed, established and collected from time to time as hereinafter provided.

(b) The assessments levied by the Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents in the Development in connection with their use and enjoyment of the Common Areas including, but not limited to, the payment of taxes, insurance premiums and debt service on mortgages, if any, any repair, replacement and additions to the Common Areas, the cost of labor, equipment, materials, management and supervision of the Common Areas, or for creating reserves for such purposes, all of which obligations the Association hereby assumes. Included in the assessment shall be the cost of maintaining the private grassy area that is included within the Dwelling Unit and that portion of the sprinkler system contained within the Dwelling Unit owner's property.

Section 4. Amount and Payment of Annual Assessment.

The Association shall from time to time fix the amount of the annual assessment at a sum sufficient to pay the anticipated costs of maintaining and operating the Common Areas as contemplated by Section 3(b) of this Article V and any operating deficits previously sustained. The proportionate share of the Association's aggregate assessment chargeable to each Dwelling Unit shall be that proportion that of one unit has to the total number of Dwelling Units in the Development project to the aggregate annual assessment, except that the Developer is excused from such payments as stated in Article II, Section 2.

An Owner's obligation shall be payable in equal installments, in advance, commencing on the first day of the month after the Owner takes title to his Dwelling Unit. The Unit Owner shall pay his prorated share of the monthly maintenance fee for the month of closing.

Included in the annual assessments shall be a capital reserves fund as the Association deems necessary for such items

as road repair and resurfacing, maintenance and repair of sprinkling systems, and wells and well appurtenances. The Association may include other reserve items if it deems necessary to the extent that specific funds are assessed and collected for such purposes, same shall not be used for any purpose other than the periodic major maintenance and reconstructions of such facilities and accessways and repair and maintenance incidental to such major construction and re-construction subject to the right of the Association, by a majority vote to utilize the reserve funds for general operating expenses or to help purchase capital improvements. The Association, by majority vote at a duly called meeting of the Association, may resolve to provide no reserve or reserves that are less adequate than are required by these Deed Restrictions or by the Bylaws.

Section 5. Special Assessments for Capital Improvements. In addition to the annual assessments authorized by Section 4 of this Article V, the Association may levy, in any assessment year, special assessments (which shall be fixed in accordance with the proportion set forth in Section 4 of this Article V) for all Dwelling Units applicable to that year only for the purposes of defraying, in whole or in part, the cost of any construction or replacement of a capital improvement upon the Common Areas, including the necessary fixtures and personal property related thereto, provided that any such special assessments shall have the assent of two-thirds of the votes of each class of Members who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all Members not less than ten (10) days nor more than fifty (50) days in advance of the meeting. The due date of any specified assessment shall be fixed in the resolution authorizing such assessment. The Developer shall not be responsible to pay any special assessments for capital improvements for any unit held by the Developer.

Section 6. Duties of the Board of Directors. In the event of any change in the annual assessments as set forth above, the Board of Directors shall fix the date of commencement and the amount of the assessment against each Dwelling Unit for each assessment period at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of the Dwelling Units and assessments applicable thereto, which shall be kept in the office of the Association and shall be open to inspection by any Owner.

Written notice of the assessment shall thereupon be sent to every Owner subject thereto. The Association shall, upon demand at any time, furnish to any Owner liable for said assessment, a certificate in writing, signed by an officer of the Association, setting forth whether said assessments have been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

Section 7. Non-payment of Assessments; The Personal Obligation of the Owner; The Lien and Remedies of the Association. Every assessment, together with such interest thereon and cost of collection thereof as are hereinafter described, shall constitute a personal obligation and debt from the owner or owners of the dwelling unit payable to the Association without demand, and shall be secured by a lien upon such dwelling unit and all improvements thereon. Said lien shall attach annually as hereinafter provided and shall be enforceable by the Association in a court of competent jurisdiction. If any such assessments are not paid by the fifteenth (15th) day of the month when due, such assessment shall bear interest from the fifteenth (15th) day of the month of which it was due and payable at the maximum rate allowed by law. No member of the association may vote on any matters coming before the association if at the time specified for such vote, such member is delinquent in the

payment of such assessments or installation thereof in any respect.

The Association may bring a legal action against any Owner personally obligated to pay any assessment and/or may enforce or foreclose the Association's lien against the Dwelling Unit in any respect of which any assessment, or interest thereof, has not been paid. In the event a judgment is obtained by the Association, such judgment shall include interest on the assessment as above provided and a sum, to be fixed by the court, to reimburse the Association for all costs, disbursements and expenses (including, without limitation, reasonable attorneys' fees, including appellate attorney's fees and costs) incurred by the Association in connection with said action.

Section 8. Subordination of the Lien to Mortgages. Each such lien, as between the Association on the one hand and the owner, or owners, of such a Dwelling Unit and any grantee of such owner or owners on the other hand, shall attach to the property and improvements against which such monthly maintenance shall be assessed, as of January 1st of the year for which such monthly maintenance assessments shall be assessed, said date of January 1st being the attachment date of each such lien. However, regardless of the proceeding sentence of this paragraph, each such lien shall be subordinate and inferior to the lien of any first mortgage encumbering said Dwelling Unit and improvements if, but only if, such mortgage is recorded in the Public Records of Citrus County, Florida, prior to the recording of said public records by the Association of the notice of the existence of such a lien, specifying among other things, the attachment date of such lien. The foreclosure of any such first mortgage or the conveyance of title to the holder thereof by voluntarily deed in lieu of foreclosure shall not affect or impair the existence, validity or priority of the monthly maintenance assessment liens thereafter assessed with respect to such Dwelling Unit and improvements, but such mortgagee shall not be liable for unpaid assessments accruing prior to its acquisition of title. Upon request, the Association shall furnish any Dwelling Unit owner or mortgagee a certificate showing the unpaid maintenance assessments, if any, against any Dwelling Unit and the period or periods for which any such unpaid maintenance assessments were assessed and fixed.

ARTICLE VI

USE OF THE PROPERTY

Section 1. Usage. The land shall be used for residential purposes only. Except as herein otherwise specifically provided, no structure of any kind shall be erected or permitted to remain on any part of the land other than dwellings constructed by Grantor as a part of the approved OAKLEAF VILLAS site plan, and related community or Common Area facilities. Only one building shall be erected on the lot unless the Grantor should approve in writing a design involving more than one building, which decision the Grantor shall make in its sole and in-control discretion, using as its guide, the aesthetic appeal. A construction shed may be placed on a lot and remain there temporarily during the course of action construction of a residence. Otherwise, no portable buildings or trailers may be moved on the lot.

Section 2. Roads. Those portions of the land designated on the site plan as roadways and marked Common Areas, are and shall remain privately owned and are the sole and exclusive property of the Developer or the Association or its successors and grantees, if any. Until such time as the Developer has conveyed title to the Association to said roads, the Developer does hereby grant to the Association and to the present

and future owner of the Dwelling Units within said land and to their guests, invitees and domestic help, and to delivery, pick-up, and fire protection services, police and other authorities of the law, the United States Mail carriers, representatives of utilities now or hereafter service such land, holders of mortgage liens on said lands or any portion thereof, and such other persons as the Association from time to time may designate, the non-exclusive and perpetual right of ingress and egress over and across said roadways. Regardless of the preceeding provisions of this paragraph, the Developer and later the Association shall have the unrestricted and absolute right to deny ingress to any person who, in the opinion of the Association, may create or participate in a disturbance or nuisance on any part of said land. Furthermore, the Developer and later the Association shall have the right, but not the obligation, from time to time to control and regulate all types of traffic on said roadways, including the right to prohibit the use of said roadways by traffic or vehicles, which in the sole opinion of the Developer or the Association, might result in damage to said road or the pavement of such road, or other improvements thereof, or would or might create safety hazards or result in a disturbance or nuisance on the roadways on any part of said land, and the right, but not the obligation, to control and permit or prohibit parking on any part of the accessways which would restrict the traffic flow thereon. In addition, the Developer and later the Association shall have the right to erect any gates or guardhouses for the purpose of restricting vehicular traffic through the project. However, notwithstanding the above, the Association shall not restrict the developer or its subcontractors from completing all units within the Oakleaf Villas property.

Section 3. Obstructions. With the exception of Grantor's right to construct a temporary construction shed or trailer, the electric meter, electric service, water service, water wells and well appurtenances, sprinkling systems, street lights, and eave protrusions and stucco protrusions or minor wall variations, there shall be no obstruction of the Common Areas nor shall anything be stored in the Common Areas without the prior written consent of the Board of Directors of the Association.

Section 4. Easements.

(a) Perpetual easements for the installation and maintenance of sewer, water, gas, CATV, telephone and power and drainage facilities for the benefit of the adjoining land owners and of the municipality an/or municipal or private utility company ultimately operating such facilities as shown on the Plan set forth herein or recorded at a later date, are reserved to the Grantor for the purpose of dedication to a private utility company or municipality when deemed appropriate by the Grantor.

(b) Easements in general in and over each Dwelling Unit for the installation of air conditioning, telephone, electric, gas, water, cable television and telephone facilities are reserved to the Grantor and its assigns. No building or structure shall be erected within the easement areas occupied by such facilities.

(c) As long as sales and construction of Dwelling Units continue, the Grantor reserves the right to use the facilities to be included in the Common Areas as a sales area. In addition, the Grantor reserves the right to show the Common Areas to prospective purchasers of Dwelling Units through the sales and construction period at the Development. The Grantor also reserves the right to store construction material in and to enter upon the Common Areas for any purpose during the construction and sale of Dwelling Units.

(d) The Association is hereby granted access easements over all Common Areas in the OAKLEAF VILLAS.

(e) All access easements shown on the Plat or set forth herein are hereby granted to the Association for the use and enjoyment of its members and shall be maintained by the Association.

(f) A blanket easement over the site for utilities and drainage, including an area under and two feet outside of all areas occupied by structures.

Section 5. No Trade, Business, Profession, Etc. No trade, business, profession or other type of commercial activity shall be carried upon any of the land covered by these restrictions without the express written consent of the Grantor. This shall not prevent an owner of a building from renting said property for residential use.

Section 6. Lawns and Landscaping.

(a) All lawns on all sides of the buildings on the above mentioned land shall extend to the owners boundary line. Upon the completion of the building(s) on the above mentioned land the lawn area shall be completely sodded with grass and an automatic sprinkler system capable of keeping this grass watered shall be installed, it being the intent that the lawn area shall be uniformly green, luxuriant, and well kept.

(b) A comprehensive landscaping plan shall be provided as part of the purchase by the Developer and maintained by the Association. In the event any of the trees or shrubs die, it is the responsibility of the Association to replace said trees and shrubs. In addition, the Association shall have the right, but not the obligation, to remove or require the removal of any tree or shrub located on or adjacent to any roadway or Dwelling Unit if the location of the shrub or tree will, in the sole judgment or opinion of the Association, obstruct the vision of any motorist upon any roadway.

(c) No Owner, other than the Grantor, shall plant or install any trees, bushes, shrubs or other plantings, or authorize the same to be done without written approval of the Association. If unauthorized plantings occur Grantor or Association may, at its discretion, after giving Owner thirty (30) days written notice of the problem and requesting that he cure same, enter upon above said land and rearrange, remove or install said landscaping and make a reasonable charge for so doing and said charge shall become a lien upon the above mentioned land, as provided for under the laws of the State of Florida.

Section 7. Walls. No wall, hedge or fence shall be constructed on any of the aforementioned property unless the placement, character, form and size of said wall, fence or hedge be first approved in writing by the grantor or the Association.

Section 8. Exterior Appearance. All building exteriors will be kept in a well maintained fashion, commensurate with the development of high-grade residential property. All exterior appearance changes including, but not limited to, paint colors will require prior approval from the Association. If, in the opinion of the Grantor or the Association, painting, cleaning or repair is necessary, the Grantor or Association will have the authority to do the painting, cleaning or repair and charge the unit owner. Said charge shall become a lien on the unit as provided for under the laws of the State of Florida.

No wheeled vehicles of any kind (motorized or unmotorized) and no boats may be kept or parked on a Dwelling Unit unless completely inside a garage, except that private automobiles (this shall be limited to passenger cars, vans and pickup trucks) of the occupants and their guests bearing no commercial signs may be parked in the driveway or parking area on the Dwelling unit. Other vehicles may be parked in such driveways or parking areas during the times necessary for pick-up and delivery service and solely for the purposes of such services. This does not preclude the short-term temporary (less than 24 hours) parking of recreational vehicles, travel trailers, or the like for the purposes of packing or unpacking the vehicle. No trailer, camper, or recreational vehicle of any kind shall at any time be used as a residence, either temporarily or permanently.

Section 9. Window Air Conditioners. Unless the prior approval of the Association has been obtained, no window air conditioning unit shall be installed or allowed to remain on any building within said land.

Section 10. Utility Lines. All telephone, electric, and other utility lines and connections between the main or primary utility lines and the residents and other buildings located on each Dwelling Unit shall be concealed and located underground so as not to be visible.

Section 11. Animals, Etc. No animals, birds, or reptiles of any kind shall be raised, bred, or kept on any of the aforementioned property. No animal, bird or reptile shall be kept in such a manner as to constitute a nuisance. The Board may from time to time adopt, promulgate and enforce rules and regulations as to the leashing, caging, and other restrictions on and in control of animals permitted hereunder.

Section 12. Drilling Oil, Etc. No oil drilling, oil development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in the aforementioned lands, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or in the aforementioned lands. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any of the aforementioned lands.

No waterwells of any kind may be drilled or maintained on any Dwelling Unit. The central water supply system provided for the service of said land shall be used as a sole source of water for all dwelling unit owners, for all water spigots and outlets located within all buildings and improvements located on each dwelling unit. This restriction shall not prohibit the Association from having a well which will serve the exterior water sprinkler system.

Section 13. Garbage Containers. All garbage or trash containers, oil tanks, or bottle gas tanks must be underground, or placed in walled-in areas so that they shall not be visible from the adjoining properties. Household garbage pickup shall be made at the underground containers while all other trash shall be curbside pickup.

Section 14. Clothes Drying Area. No outdoor clothes drying shall be allowed.

Section 15. Signs and Displays. No signs shall be erected or displayed on this property or on any structure, or in any window, except that the Grantor may allow a sign to be erected at its discretion, if the placement and character, form and size of such sign be first approved in writing by the Grantor or the Association. This provision shall not apply to "For Sale"

or "For Rent" signs which may be displayed; there shall not be, however, more than one "For Sale" sign on any property under contiguous ownership, and no "For Sale" or "For Rent" sign shall be in excess of 6" x 8" in size. However, no "For Sale" or "For Rent" sign may be placed within 15 feet of the front lot line. Nothing contained in these restrictions shall prevent the Grantor, or any person designated by the Grantor, from erecting or maintaining such display signs and such temporary structures as the Grantor may deem advisable for development and sales purposes or prevent the Association from posting notices to members or signs containing rules and regulations.

Section 16. Antennas. No radio or television aerials or antennas and other exterior electronic or electric equipment or devices of any kind may be installed or maintained on the exterior of any structure within the land unless the location, size and design thereof shall have been approved by the Board of the Association.

Section 17. Mailboxes. No mailboxes or paper boxes or other receptacles of any kind for use in the delivery of mail, newspapers, magazines, or similar material shall be erected or located on any Dwelling Unit or any roadway area unless and until the size, location, design, and type of material for such box or receptacle shall have been approved by the Board of the Association.

Section 18. Septic Tanks. The central sanitary sewage collection and disposal system serving the Dwelling Units on said land shall be the only sanitary sewage disposal service or facility used to serve said land. No septic tanks shall be permitted on OAKLEAF VILLAS, and no sewage disposal service or facility shall be used to serve any Dwelling Unit or the improvements thereon or the occupants thereof other than the sewage system.

Section 19. Dedication of Roadways. It is not now contemplated that any road within said aforementioned land will be dedicated to Citrus County for any public use, and nothing contained in any of these restrictions shall imply or be deemed to imply such intention. However, the Association shall have the right at any time, by a majority vote of the Members, but not the obligation, with the consent of the Board of County Commissioners of Citrus County or the governing body of any political body then having jurisdiction over said land, to dedicate to the public all or any part of any area designated as roadway or Common Area.

Section 20. Rental of Dwelling Unit. No owner of a lot shall rent his unit unless said unit is evidenced by a written lease agreement. Said lease agreement shall contain a duration of lease term of not less than one (1) month in length and a copy of said lease shall be provided to the Association. The Unit Owners shall have the right to sell, lease, sublease and rent their individual units without the approval of the Association. The Association shall not have the right to require consent to a Unit Owner's sale, leasing, subleasing or renting his Dwelling Unit.

Section 21. Waiver of Restrictions. The failure of the Grantor or the Association to enforce any building restrictions, covenant, condition, obligation, right or power herein contained, however long continued shall in no event be deemed a waiver of the right to enforce thereafter these rights as to the same violation or as to a breach or violation occurring prior or subsequent thereto.

Section 22. Right of Grantor. The Grantor reserves the right to itself, its agents, employees or any contractor or subcontractor, dealing with the Grantor, to enter upon the land

covered by these restrictions, for the purpose of carrying out and completing the development of the property covered by these restrictions, including but not limited to, completing any dredging, filling, grading, or installation of drainage, water lines or sewer lines. These reserved rights in the Grantor shall also apply to any additional improvements which the Grantor has the right but not the duty to install, including but not limited to any streets, sidewalks, curbs, gutters, beautifications, construction of Dwelling Units, or any other improvements. In this respect, the Grantor agrees to restore said property to its condition at the time of said entry and shall have no further obligation to the applicant, purchase, optionee, lessee or grantee in connection therewith. The work performed under the above provision shall in no way constitute a lien or personal liability on the applicant, purchaser, optionee, lessee, or grantee, whichever the case may be.

Section 23. Remedies for Violations. Violation or breach of any condition, restriction or covenant herein contained by any person or concern claiming, under the Grantor, or by virtue of any judicial proceeding, shall give the Grantor, in addition to all other remedies, the right to proceed at law or in equity to compel a compliance with the terms of said conditions, restrictions or covenants and to prevent the violation or breach of any of them. In addition to the foregoing, the Grantor shall have the right wherever there shall have been built on any lot any structure which is in violation of these restrictions exists and summarily abate or remove the same at the expense of the applicant, purchaser, optionee, lessee, or grantee, and such entry and abatement or removal shall not be deemed a trespass.

ARTICLE VII

CYPRESS VILLAGE PROPERTY OWNERS' ASSOCIATION

Section 1. Homeowners Association. OAKLEAF VILLAS project is part of a larger project known as Cypress Village, Sugarmill Woods Subdivision. The Developer has created a non-profit association known as Sugarmill Wood Cypress Village Property Owners' Association, Inc. that is responsible for maintenance of the overall Common Areas, and strategically located easements which are designated "Y" in the record plat and is hereinafter described as the "Common Area" of Cypress Village. It is understood and agreed that the owner of an interest of each Dwelling Unit in OAKLEAF VILLAS shall have an interest in the Common Areas in Cypress Village, Sugarmill Woods Subdivision as described in the Deed Restrictions as recorded in Official Records Book 342, Page 762, which restrictions were subsequently amended by instruments recorded in O.R. Book 350, Page 645; O.R. Book 377, Page 609; O.R. Book 377, Page 625; O.R. Book 400, Page 137; O.R. Book 443, Page 395; O.R. Book 443, Page 400; O.R. Book 462, Page 685; O.R. Book 527, Page 11; O.R. Book 527, Page 12; and O.R. Book 621, Page 2166, of the Public Records of Citrus County, Florida. Each owner of OAKLEAF VILLAS acknowledges and understands that there is an assessment due to the Cypress Village Property Owners' Association as from time to time is set by the Association.

Section 2. Platted Common Areas of Sugarmill Woods. Pedestrian Walkways, Common Areas of strategically located easements are designated "Y" on the record plat of Cypress Village Sugarmill Woods and shall hereinafter be described as Platted Common Area. It is understood and agreed that the owner of an interest in each of the lots in each village according to the plat of Sugarmill Woods Subdivision as amended of record shall have an equal undivided interest in all of the Platted Common Areas in that village as labelled on the aforesaid plat. It is understood that these restrictions prohibit the further subdivision of this Platted Common Area in each village and is

hereby declared to be appurtenant to each lot and such undivided interest shall not be conveyed, devised, encumbered or otherwise dealt with separately from the lot. Such interest shall be deemed conveyed, devised, encumbered or otherwise included with the lot, even though such an interest is not expressly mentioned or described in the conveyance or other instrument. The Grantor and each subsequent owner of any interest in a lot or in the Platted Common Area of a village described above by acceptance of a conveyance or any instrument transferring an interest, hereby waives the right of a partition of any interest in the Platted Common Area in a village under the laws of the State of Florida. Any owner may freely convey an interest in a lot together with an undivided interest in the aforesated Platted Common Area in his village subject to the provisions of these restrictive covenants subject, however, to Grantor's rights contained later in this paragraph dealing with Platted Common Area. All owners of lots have as an appurtenance to their lot a perpetual easement for ingress and egress from their lots over and through the Platted Common Area in their village, in common with all persons owning an interest in any lot in the village.

It is the intent of the Grantor that the Platted Common Area in each village be a private area for the exclusive enjoyment of all persons owning an interest in a lot in the village and their guests, subject to the rights reserved the the Grantor and subject to the following restrictions:

(a) Automobiles, trucks, and motorcycles of every description shall be prohibited access to or progress over the Platted Common Area. Transportation devices, in addition to walking, shall be limited to bicycles, horses and golf carts approved by the Grantor or the association subsequently formed to undertake maintenance of the Platted Common Area in each village and such other means of transportation as may be approved by Grantor or the said association.

(b) There shall be no additions, removal or cutting of trees, plants, or picking of flowers by individual lot owners nor shall individual lot owners be permitted to place on the Platted Common Area any permanent fixtures such as buildings, benches, barbecue pits or structures of any type.

(c) Pets shall not be allowed to be destructive within the Platted Common Area.

(d) Excepted from the above restrictions will be the equipment and vehicles necessary to maintain the Platted Common Area and the actions of the maintenance personnel appropriate to the development and maintenance of the Platted Common Area.

Anything to the contrary aforesated notwithstanding, the Grantor reserves unto itself, its successors, assigns or nominees the right and privilege to dredge, fill, grade, install drainage, dig wells, lakes, streams, install waterlines, and other underground utilities, pathways, benches, stables, and other structures deemed by the Grantor, its successors, or assigns to be desirable; landscaping or to make any other improvements necessary to complete development of and within the Platted Common Area and of a village and of the subdivision and to maintain the same utilizing the appropriate equipment to do so.

The cost of maintenance and improvements such as landscaping, stables, bridges, paths, buildings and lakes and the cost of improvements that may be added from time to time shall be the responsibility of the individual lot owners and shall be accomplished in the following manner: Upon completion of development of the aforementioned lots and the Platted Common Area in a village, the Grantor shall undertake to maintain the Platted Common Area of said village. The actual cost shall be divided equally among each of the aforementioned lots and a lien

shall arise and is hereby created in favor of the Grantor and against the purchaser for the full amount chargeable to each lot in the village and the amount payable shall be due upon the rendering of the bill by the Grantor. This lien shall be enforceable by law or in equity according to the provisions of Florida law by the Grantor. The cost of collecting such lien, including attorneys fees shall be paid for by the applicant, purchaser, optionee, lessee or grantee. On or before June 25, 1988, Grantor shall form a nonprofit corporation under the laws of the State of Florida, whose duty will be to undertake the maintenance of the Platted Common Area in the village and shall at that time assume the rights reserved unto the Grantor stated in this paragraph, it being understood and agreed that ownership of each lot shall represent one membership in said corporation; provided however, Grantor reserves the right to establish reasonable standards to be followed by the association in the maintenance of the property in the village. The applicant, purchaser, optionee, lessee or grantee, whichever the case may be, shall subscribe to and join said village association and become a member thereof immediately upon obtaining an interest in the village. If such an association is not formed for any reason, then Grantor, its successors or assigns shall have the right to continue to perform the maintenance of the Platted Common Area in a village and shall assess the owners for the costs as herein provided. However, this provision shall not be construed as imposing an obligation or duty upon the Grantor for such maintenance after June 25, 1988. It is the Grantor's intent that a lot owner will have all the privileges, rights, responsibilities and liabilities according to his undivided interest in only that village in which the lot is located. There shall be no Platted Common Area in any village in which Grantor has not deeded any lots. Grantor reserved the right to vacate that portion of the plat of any village in which it has not deeded any lots and to sell said village as acreage; the intent being that all interest in and to a village, including the common property, be vested in Grantor until the first deed to a lot in a village is placed of record.

ARTICLE VII

PHASING OF OAKLEAF VILLAS

Section 1. Phasing of the Project. The project shall be divided into three (3) construction phases shown as Phase I, II, and III on the attached reduction of the plat of OAKLEAF VILLAS, which is attached hereto and made a part hereof and marked Exhibit _____. Grantor reserves the right to amend the phase lines and construct the project out of phase sequence.

Section 2. Right to Terminate. The purpose of phasing the project is to provide the Grantor with a right to terminate or amend the project. Grantor may terminate the OAKLEAF VILLAS future phases at any time prior to recording a deed to a Dwelling Unit located in a particular phase. If no Dwelling Unit is deeded in any phase, that phase and future phases may be terminated and the plat vacated. In the event Grantor terminates OAKLEAF VILLAS, a new project may be initiated and Grantor shall have the right to provide the new project with ingress and egress easement rights to all parties living, visiting, or serving the new project over the existing roads and road right-of-ways, as well as blanket easement rights on other portions of the Common Areas located in OAKLEAF VILLAS or for any other purpose including, but not limited to, utility, drainage, and cable television.

Section 3. Right to Amend. In the event Grantor determines that it is necessary to amend the project, it may do so by plat amendment. Grantor and its successors and assigns also reserve the right to amend building styles, elevations,

size, interior and exterior configuration, heights, material, and location without consent of any unit owner.

ARTICLE IX

GENERAL PROVISIONS

Section 1. Dedication and Amendment. The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or any Owner, their respective heirs, successors and assigns, subject to the Grantor's, or its successor's right to amend as found in Article IX. After conveyance of the Common Areas, this Declaration may be amended by an instrument signed by owners holding not less than seventy-five percent of the votes of the membership at any time until there are at least thirty (30) Class A Members, and thereafter by an instrument signed by Members holding not less than two-thirds of the votes of the membership. Any amendment must be duly recorded to be effective.

Section 2. Notices. Any notice required or permitted to be sent to any Member or Owner under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

Section 3. Enforcement. The Association, any Member or any Owner shall have the right to enforce these covenants and restrictions by any proceeding at law or in equity, against any person or persons violating or attempting to violate any covenant or restriction, to restrain violations, to require specific performance and/or to recover damages, and against the land to enforce any lien created by these covenants, and failure by the Grantor, Association or Member 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. The expense of enforcement shall be chargeable to the Owner violating these covenants and restrictions and the expense so incurred by the Association shall constitute a lien on such Owner's Dwelling Unit, collectible in the same manner as assessments hereunder.

Section 4. Dissolution of the Association. In the event the Association is dissolved in accordance with the provisions of the Association's Certificate of Incorporation, the assets, both real and personal, of the Association shall be distributed among the Members. When more than one person holds an interest in the Dwelling Unit, these persons shall determine among themselves how their interest shall be distributed.

ARTICLE X

NUISANCE

No illegal, noxious, or offensive activity shall be permitted on any part of said land, nor shall anything be permitted or done thereon which is or may become a nuisance or source of embarrassment or discomfort, or annoyance to the neighborhood. No fires for burning of trash, no leaves, clippings or other debris or refuse shall be permitted on any part of said land.

ARTICLE XI

COVENANT AGAINST PARTITION

In order to preserve the plan of development, the Common Area shall remain undivided and no one shall bring any

action for partition or division of the whole or any part thereof.

ARTICLE XII

PROHIBITION OF DEVELOPMENT

In the event governmental laws or regulations prohibit the development, Unit Owners agree to execute any instruments necessary to fulfill the concept as proposed by the Developer. Each Unit Owner shall upon request by the Developer, execute any and all documents to create a development concept as closely analogous to Developer's original concept as possible, i.e. condominium, townhouse or P.U.D.

ARTICLE XIII

ADDITIONAL RESTRICTIONS AND AMENDMENTS

The Grantor or its successor reserves the right to hereafter, from time to time, amend, modify, add to or delete from any part or all of the foregoing restrictions without notice to or consent from anyone.

ARTICLE XIV

MAINTENANCE AND REPAIR

Section 1. The Owner of each Dwelling Unit at his own expense shall see to, and maintain, and be responsible for the maintenance of his Unit, all equipment and fixtures therein, including but not limited to all air conditioning equipment used in or appurtenant to that Unit, and must promptly correct any condition which would, if left uncorrected, cause any damage to another Unit, and shall be responsible for any damages caused by his non-action. Furthermore, the Owner of each Unit shall, at his own expense, be responsible for the upkeep and maintenance, including but not limited to painting, replastering, sealing and polishing of the interior finished surfaces of the perimeter walls, ceiling and floor and such Owner shall at this own expense maintain and replace when necessary all screening within or in a Unit within or in the perimeter walls of a Unit, and all window glass in windows in the perimeter walls of the Unit and all exterior doors. The Owner may not change the exterior appearance of his Dwelling Unit without the prior written consent of the Board of Directors of the Association.

Section 2. The Unit Owner of each building shall be responsible for and shall see to the maintenance, repair, and operation of the exterior of the Dwelling Unit, including the roof of the building. The Association shall have all powers necessary to see that this responsibility is discharged, and may exercise these powers exclusively if it so desires. Any alterations to the exterior of buildings shall be with the prior written consent of the Board of Directors of the Association.

Section 3. In the event Owners of a Unit fail to obtain approval or maintain it as required herein, the other Unit Owners or the Association of an Owner with an interest in any Unit shall have the right to proceed in a court of equity to seek compliance with the provision hereof. Or, the Association shall have the right to levy at any time a special assessments against the Owners of the Unit and the Unit for the necessary sums to put the improvement within or without the Unit in good condition and repair or to remove any unauthorized structural addition or alteration. After making such assessments, the Association shall have the right to have its employees and agents enter the Unit at any time to do such work as deemed necessary by the Board of

Directors of the Association to enforce compliance with the provisions hereof.

ARTICLE XV

COSTS

Section 1. Association Costs. The Association shall be responsible for the cost of maintaining the Common Area as well as the cost of maintenance, repair, and replacement of the sprinkler system found at the dwelling unit and Common Areas as well as the cost of maintaining and replacing exterior grass and shrubs also found on the dwelling unit. The Association will also be responsible for the following partial list of costs, which list will not be determinative of all costs that the association might incur:

(a) The cost of hazard insurance for the Common Area shall be determined on an annual basis. The Association will have the responsibility to determine the proportional share of each unit owner and include the cost in the monthly assessment as provided herein. In the event that the local governmental authority separates the unit owners tax bill from the property owned by the association, the association shall pay the tax on the common property.

(b) The Association shall pay for water and electric costs for maintaining the Common Area. The Association shall pay the cost of maintenance, repair, and replacement of the water sprinkling system as well as all exterior landscaping situated in the Common Areas and Dwelling Units, including, but not limited to cutting, pruning, fertilizing, weeding and replacement of exterior landscaping.

Section 2. Dwelling Unit Owners' Cost.

Dwelling Unit Owners shall be responsible for the following partial list of costs which also shall not be determinative of the total cost that he may experience:

The cost of property tax on his unit, cost of electricity, garbage pickup, telephone, cable television, Oakleaf Homeowners Association dues and Cypress Village Association dues.

ARTICLE XVI

COST AND ATTORNEYS' FEES

In any proceeding arising because of an alleged failure of a Dwelling Unit or the Association to comply with the terms of the Declaration of Restrictions, Articles of Incorporation, and the By-Laws, or adopted pursuant to them, and the documents and regulations as they may be amended from time to time, the prevailing party shall be entitled to also recover the costs of the proceedings and such reasonable attorneys' fees, including appellate attorneys' fees and costs, as may be awarded by the Court.

ARTICLE XVII

NO WAIVER OF RIGHTS

The failure of the Association or any Dwelling Unit owner to enforce any covenants, restriction, or any provision of this Declaration of Restrictions, the Articles of Incorporation of the Association, the By-Laws, or the regulations shall not constitute a waiver of the right to do so thereafter.

ARTICLE XVIII

INVALIDITY CLAUSE

Invalidity of any of these covenants by a court of competent jurisdiction shall in no wise affect any of the other covenants which shall remain in full force and effect.

IN WITNESS WHEREOF, I have hereunto set my hand and seal, this 30th day of October, 1986.

[Signature]
first witness

PUNTA GORDA DEVELOPERS, INC.,
a Florida Corporation
Grantor

[Signature]
second witness

BY: [Signature], President

STATE OF FLORIDA
COUNTY OF Citrus

I HEREBY CERTIFY that on this day personally appeared before me, a Notary Public duly authorized by the laws of the State of Florida to take acknowledgments, JAMES T. SANDERS, SR. as President of PUNTA GORDA DEVELOPERS, INC., a Florida Corporation, to me well known to be the person who executed the foregoing DECLARATION OF RESTRICTIONS, and acknowledged before me that he executed the same for the purposes therein expressed and as the free act and deed of the corporation.

WITNESS my hand and official seal at Citrus
said County and State this 30th day of October, 1986.

My commission expires:

Notary Public, State of Florida
My Commission Expires Nov. 6, 1988
Bonded thru Troy F.A. Insurance, Inc.

[Signature]
Notary Public-State of Florida

(AFFIX SEAL)

Jennifer Vickers 10-29-86

JOINDER OF MORTGAGEE

NAPLES FEDERAL SAVINGS AND LOAN ASSOCIATION, a corporation existing under the laws of the United States of America hereinafter referred to as "Mortgagee", is the owner and holder of a certain Mortgage on the property described in the Declaration of Covenants, Restrictions and Easements for OAKLEAF VILLAS.

Mortgagee, NAPLES FEDERAL SAVINGS AND LOAN ASSOCIATION, joins in the making of the foregoing Declaration of Covenants, Restrictions and Easements and Mortgagee agrees that the lien of its Mortgage to the extent that the Mortgage specifically attaches to the lands forming OAKLEAF VILLAS subject to and subordinate to said Declaration of Covenants, Restrictions and Easements.

PROVIDED HOWEVER, that this Joinder is not to be construed as a waiver of priority of the Mortgage nor a waiver of any of the terms and conditions of the said Note and Mortgage nor a reduction of the lands or any other lands covered by this said Mortgage.

NAPLES FEDERAL SAVINGS AND LOAN
ASSOCIATION, Mortgagee

BY: [Signature]
Senior, Vice-President

[Signature]
First Witness

[Signature]
Second Witness

STATE OF FLORIDA
COUNTY OF COLLIER

I HEREBY CERTIFY that on this 10th day of October, 1986, before me personally appeared John W. Abbott, as Vice-President of NAPLES FEDERAL SAVINGS AND LOAN ASSOCIATION, to me well known and known to me to be the person described in and who executed the foregoing Joinder of Mortgagee and acknowledged the execution thereof to be the act and deed of said Bank for the uses and purposes therein expressed.

WITNESS my signature and official seal in said County and State, the day and year aforesaid.

[Signature]
Notary Public - State of Florida

My Commission Expires:

(AFFIX SEAL)

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES DEC 1 1986
RENEWED THRU GENERAL INSURANCE UND

468398

FILED & RECORDED
CLERK OF COUNTY OF COLLIER
WALTON, FLORIDA

'86 OCT 28 PM 12 35

VERIFIED BY:
[Signature] D.C.