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RETURN TO:

STEWART & KEYES
P. O. DRAWER 790
FORT MYERS, FL 33902

3085612

THIS INSTRUMENT PREPARED BY:)
WILLIAM L. STEWART, ESQ.)
STEWART & KEYES)
P. O. DRAWER 790)
FORT MYERS, FL 33902)

DECLARATION OF COVENANTS, EASEMENTS
AND RESTRICTIONS FOR

SIX MILE CYPRESS COMMERCE PARK

This declaration made this 9th day of September,
1991, by JOHN E. STATES, Trustee of Six Mile Cypress Land Trust
dated June 1, 1989, hereinafter referred to as "Declarant."

W I T N E S S E T H :

WHEREAS, Declarant is the owner of that real property located
in Lee County, Florida, more particularly described in Exhibit "A"
attached hereto and incorporated herein by reference; and

WHEREAS, Declarant has subdivided said property according to
the plat attached hereto as Exhibit "B"; and

WHEREAS, Declarant is the owner of South Florida Water
Management District Surface Water Permit No. 36-01196-S for
that real property described in Exhibit "A" of this declaration;
and

WHEREAS, Declarant desires to provide for the operation,
maintenance, and enhancement of property values, amenities, and
opportunities in or for present and future owners of such land or
any portion thereof, and for the operation, maintenance and
replacement of easements and improvements thereon which are part
of the surface water management system approved by the Southwest
Florida Water Management District, and to this end desires to
subject the real property described in Exhibit "A" to the
covenants, restrictions, easements, charges, and liens hereinafter
set forth, each and all of which is and are for the benefit of
said property and each owner thereof; and

OR2247 Pg1045

RECORD VERIFIED - CHA GREEN, CLERK
BY: SWS/AM

WHEREAS, Declarant has incorporated under the laws of the State of Florida, a non-profit organization known as Six Mile Cypress Commerce Park Association, Inc., for the purpose of exercising the functions stated by and within this declaration; and

WHEREAS, declarant desires to establish a class of those persons entitled to the use and benefit of such lands and improvements thereon and their respective rights and obligations relative to such use and benefit and the payment of their respective shares of the costs of operation, maintenance, repair, replacement and administration.

NOW THEREFORE, Declarant declares that all of the property described in Exhibit "A" hereto which is owned by Declarant at the time of recording this Declaration is and shall be held, transferred, sold, conveyed and occupied, subject to the covenants, restrictions, easements, charges and liens hereinafter set forth.

ARTICLE I

DEFINITIONS

Section 1. "Association" shall mean and refer to the Six Mile Cypress Commerce Park Association, Inc., a Florida corporation not for profit, whose purpose is to administer the property described in Exhibit "A" in accordance with the provisions of this Declaration and the governing documents of the Association. The Articles of Incorporation are attached as Exhibit "C" and the Bylaws as Exhibit "D".

Section 2. "Declarant" shall mean and refer to JOHN E. STATES, Trustee of Six Mile Cypress Land Trust dated June 1, 1989, his successors and assigns. Provided, however, that any rights specifically reserved to JOHN E. STATES, Trustee, in any instruments of conveyance shall not inure to the benefit of Declarant's successors and assigns unless such rights are subsequently conveyed in a recorded instrument. Declarant may assign or pledge any or all of his rights reserved under this Declaration, the exhibits thereto, or any other instrument of conveyance or assignment.

Section 3. "Lot" shall mean and refer to each numbered parcel of the property in the subdivision, as shown on the Plat, together with improvements thereon, and identified on the plat attached as Exhibit "B", and shall include any combination lots as described in Article V.

Section 4. "Member" shall mean and refer to all of the record fee simple owners of any portion of the property described in Exhibit "B" hereto or such other property which may become subject to the provisions of this Declaration by amendment. Any legal entity, upon acquiring record title to any lot or fraction of a lot described in Exhibit "B" as it may subsequently be amended, shall automatically become a member of the Association; and upon conveyance or transfer of such ownership, said Owner's membership in Association shall automatically cease. Change of membership shall be established by the delivery to the Association of a certified copy of the recorded deed or other instrument evidencing transfer of title to the property. the Member's share or interest in the assets of the Association cannot be transferred or hypothecated except as an appurtenance to his or her property.

Section 5. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any lot subject to this Declaration, provided, however, that notwithstanding any applicable theory, shall not mean or refer to the mortgagee or any mortgage upon such lot unless and until such mortgagee has acquired title pursuant to foreclosure or any other proceedings in lieu of foreclosure.

Section 6. "Surface Water Management Permit" shall mean and refer to a letter of structural approval, construction permit or operation permit issued by the South Florida Water Management District or its successors.

Section 7. "Surface Water Management System" shall mean and refer to the collection facilities, improvements or natural systems whereby surface waters are collected, controlled, conveyed, impounded or obstructed. The term includes dams, impoundments, reservoirs, weirs, canals, swales, pertinent works and works as defined in Section 373.403, Florida Statutes.

ARTICLE II

ASSOCIATION PROPERTY

Section 1. The Association property shall include those easements described in Exhibit "B" and such other easements which shall hereafter be conveyed to the Association by Declarant and any such other parties as may have an ownership interest in any property which shall hereafter become subject to this Declaration by amendment.

Section 2. The Association property shall include fixed improvements such as weirs, culverts roads, signs, and any other fixed improvements as constructed by the Association or conveyed to the Association by Declarant and other parties.

Section 3. The Association property shall include such personal property as may hereafter be conveyed to or purchased by the Association for Association use.

ARTICLE III

MAINTENANCE AND REPAIR

Section 1. Maintenance Duties of Owners. Each Owner shall maintain his lot in such a manner so as not to adversely affect the surface water drainage system. The Owner shall keep all portions of his lot subject to drainage easement free and clear of all materials at all times and shall do nothing to change the slope of the ground within such easement except by written authorization of the Association. The lot shall be maintained in good repair and shall be subject to any future rules and regulations instituted by Declarant or the Association. No noxious or offensive use may be made of the Office Park and no such activity shall be permitted which would be a nuisance by reason of unsightliness or excessive emission of noise, odors, liquids, gases, dust, vibration, fumes or smoke.

Section 2. Maintenance Duties of the Association. The Association shall be responsible for all maintenance of the surface water drainage system and shall maintain the same in accordance with the original plans and specifications and as subsequently modified by the South Florida Water Management District or its successors. The Association shall not be required to undertake any repairs nor maintenance until such time as sufficient funds have been obtained from the owners.

ARTICLE IV

INSURANCE, DESTRUCTION OR DAMAGE TO SYSTEM

Section 1. Insurance. The Board of Directors of the Association, without membership vote, shall have the right to elect to assess members and to purchase and continue in effect hazard and liability insurance, as may be available in such amount as the Board in its sole discretion may determine, to protect against loss by insurable hazards for the fixed improvements and other property of the Association. Such insurance shall be purchased by the Association for the benefit of the Association.

Section 2. Destruction of or Damage to property; Effect. In the event of any damage to or destruction of any improvements or any part thereof maintained by the Association pursuant to this Declaration, such improvements shall be promptly repaired and restored by the Association using the proceeds of any insurance purchased by the Association, if any. If there is no insurance, or the proceeds of such insurance are inadequate to cover the cost of such repair and restoration, property owners shall be assessed on an equitable basis according to the provisions for special assessment for the expense of such repair and restoration.

ARTICLE V

COVENANTS AND RESTRICTIONS

Section 1. Alterations and Additions. No improvements of structure of any kind (including but not limited to a building, fence, wall, walkway, or drive) other than those originally constructed by Declarant or his designee shall be constructed on the easements which are part of the surface water management system. A fence, walkway, or drive may be authorized by the Association provided that plans, specifications, and material for same showing its nature, kind, size, materials, and location have been approved in writing by the Association. Such approval by the Association may be denied without cause, in the sole discretion of the Association.

Section 2. Building Plot. A building plot shall consist of at least one lot. A combination lot shall be a building plot consisting of two or more platted, contiguous lots or a whole platted lot plus a portion of an adjacent platted lot which is contiguous to the whole lot sharing a common side or rear lot line.

Section 3. Use Restrictions. Permitted uses shall be limited to those permitted under the City of Fort Myers Zoning Classifications depending on the location of the lot and subject to the following limiting conditions.

a) No noxious or offensive use may be made of any lot, nor may any activity be conducted on any lot which interferes with the peaceful use and possession of any other lot.

b) No owner shall use nor permit the use of his lot for any illegal activity.

Section 4. Parking. Each lot owner shall provide for adequate parking on his own lot. No parking shall be allowed on the streets.

Section 5. Trash Containers. Rubbish and garbage facilities shall be screened so as to not be visible from any streets or right-of-way.

Section 6. Building set Backs. The minimum building set backs shall be as set forth in the Lee County Building and Zoning Codes as amended from time to time.

ARTICLE VI

EASEMENTS AND RIGHTS IN THE SURFACE WATER MANAGEMENT SYSTEM, ETC.

Section 1. Members Easement of Enjoyment. Subject to the provisions of this Declaration, every member, his agents,

UK224 / Pg1049

licensees, and invitees, shall have a permanent and perpetual easement for the use and enjoyment of the surface water management system and the roads shown on the Plat and each easement shall be appurtenant to and shall pass with the title to every lot.

Section 2. Limitation of Members' Easements. The rights and easements of use and enjoyment in the surface water management system and roads created hereby shall be subject to the following:

(a) Right of Declarant and of the Association, in accordance with this Article and the Bylaws, to retain money for the purpose of improving the system and in aid thereof to mortgage association property; and

(b) The right of the Association as provided in these Articles and the Bylaws to suspend the rights of any member for any period during which any assessment remains unpaid, or for such period that may be determined by the Board of Directors for any violation of this Declaration, the Association's Articles, Bylaws, or published rules and regulations; and

(c) The right of the Association to dedicate or transfer all or any part of the surface water management system and other association properties to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed by the members; provided that no such dedication or transfer, determination as to the purposes or as to the conditions hereof, shall be effective unless an instrument signed by the appropriate officers of the Association certifying that at a special or regular meeting of members called for such purpose, of which thirty (30) days written notice was sent to each member, that the vote of two-thirds (2/3) of the total voting rights in the Association exercised by members present, either in person or by proxy, was obtained, agreeing to such dedication or transfer; and

(d) The right of the Association to grant exclusive and non-exclusive easements and rights-of-way over portions of the surface water management system to members of the Association when the Association deems it appropriate; and

(e) The right of the Declarant, without approval of the Association, the mortgagee or any lot, or the membership, to add additional property to this Declaration and to dedicate easements, rights-of-way over such property in accordance with the terms of this Declaration; and

(f) The right of the Association to adopt and to enforce at any time rules and regulations governing the use of the common properties and all facilities situated thereon, including the right to fine members as provided in the Bylaws for any violation thereof. Any rule and regulation so adopted shall apply

OR2247 Pg1050

until rescinded or modified as if originally set forth at length in this Declaration; and

(g) The right of the Association to construct and maintain a sign showing the name of the Association upon the road easements at the entrance to the Subdivision.

(h) Anything to the contrary notwithstanding, the right of Declarant, his successors and assigns to permit persons other than members and designated persons to use certain portions of the common properties and the facilities that may be constructed thereon under such terms as the declarant, his successors and assigns, may from time to time desire without interference from the Association or any other organization which may be administering part of the common properties so long as Declarant continues to hold any lots for sale in the ordinary course of business described in Exhibit "B" to this Declaration as it may be subsequently amended.

ARTICLE VII

MEMBERSHIP AND VOTING RIGHTS

Section 1. Every person or entity that is a record owner of a fee or undivided fee interest in a lot which is subject by covenants of record to assessments by the Association, is a member of the Association, provided, however, that any such person or entity who holds such interest merely as a security for the performance of an obligation shall not be a member.

Section 2. Voting rights.

- (a) Members shall vote on the following matters:
 1. Any increase in the annual assessment beyond the maximum permitted by this Declaration;
 2. Special capital assessments;
 3. Mergers, consolidations, or dissolutions;
 4. Conveyance, dedication or mortgaging of the common properties;
 5. Amendment of this Declaration;
 6. Amendments to the Articles of Incorporation of the Association;
 7. Election of the Board of Directors.

(b) Exercise of vote. The vote for any membership which is held by more than one person shall be exercised by that

person designated in a certificate filed with the Association; an entity other than a natural person shall file a certificate with the Association designating that person authorized to cast the vote held by such entity. The voting certificate may be revoked at any time except the day of the meeting for which notice has been given, during which the person designated in such certificate is entitled to cast the vote with respect to such certificate.

(c) A vote may be cast in person or by proxy. Such proxy must be filed with the Association prior to the date of any scheduled or special meeting and shall be effective for a maximum period of ninety (90) days.

(d) There shall be one (1) vote appurtenant to each platted lot.

(e) Where a lot has been divided between lot owners, the vote attributable to such lot shall be exercised by the person holding the certificate described in (b) above. Where the parties cannot agree, the person owning more than half of the lot shall exercise the vote. If there is not certificate and no person owns more than half of the lot, the vote attributable to that lot shall not be counted for any purpose.

ARTICLE VIII

COVENANT FOR MAINTENANCE ASSESSMENTS

Section 1. Creation of the Lien and Personal Obligation of Assessments. Except as herein more fully provided, the Declarant, for each and every portion of the property owned by him and described in Exhibit "A" of this Declaration and such other property as may become subject to this Declaration by annexation pursuant to the provisions of Article X, Section 6, hereby covenants and each successor owner of any portion thereof, by acceptance of a deed thereto, 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:

(a) Annual assessments; and

(b) Special assessments for capital improvements and other expenditures that the Association deems appropriate, such assessments to be fixed, established and collected from time to time as hereafter provided.

Section 2. The annual and special assessments, together with such interest thereon, costs, and reasonable attorneys' fees incurred by the Association in collecting them, shall be a charge and continuing lien against the lot against which each such assessment is made and shall also be the personal obligation of the person or entity that was the owner of such lot at the time when the assessment fell due.

OR2247 PG1053

Section 3. Purpose of Assessments. The assessments levied by the Association shall be used exclusively for the purposes of administrating the Six Mile Cypress Commerce Park Association, Inc.; operating, maintaining, repairing, and making additions to the surface water management system as approved and permitted by the South Florida Water Management District and its successors as it may be subsequently modified; maintaining the roads and signs in the subdivision; paying the operating costs of the Association; and such other purposes as deemed proper by the membership.

Section 4. Basis and Maximum Annual Assessments. The annual assessments will be based upon the square footage of each lot or fraction of a lot, in relation to all other lots or fractions thereof, on a pro-rata basis. The annual assessment shall be determined by the Board of Directors for the next succeeding year and each year thereafter. The maximum annual assessment per lot or fraction thereof, computed on a proportionate square foot basis, may not be increased more than fifteen percent (15%) above the previous year, without the consent of members in accordance with the provisions hereafter provided in this Article. The Board of Directors may fix the annual assessment at an amount not in excess of the maximum without the need for a special meeting or a vote of the members. Both annual and special assessments as authorized by this Article must be fixed on a square foot basis for each lot or fraction of a lot subject to this declaration.

Section 5. Special Assessment for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy in any assessment year a special assessment, applicable to that year only, for the purpose of defraying in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement for the surface water management system for the common benefit of all lots, including the necessary fixtures and personal property related thereto, provided that, any such assessment exceeding the aggregate amount of \$100.00 per platted lot in any year shall have the assent of two-thirds (2/3) of the voting interest of all owners 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 at least thirty (30) days in advance and shall set forth the purpose of the meeting.

Section 6. Date of Commencement of Annual Assessments: Due Date. The annual assessments provided for herein shall commence on the date, which shall be the first day of a month, fixed by the Board of Directors of the Association to be the date of commencement.

(a) The first annual assessment shall be made for the balance of the calendar year and divided by the number of three month periods or fraction thereof remaining in that year. The assessments for any year after the first year shall be divided by four (4). The assessments attributable to a quarter shall be due and payable in advance of the first day of that quarter. The maximum assessment for the first full year following such fractional year shall be based upon an amount equal to the assessment for the fractional calendar year divided by the number of days in that fractional year and multiplied by 365.

(b) The due date of any special assessment under this Article shall be fixed in the Resolution authorizing such assessment.

Section 7. Duties of the Board of Directors. The Board of Directors of the Association shall:

(a) Prepare, or cause to be prepared, a budget for the next calendar year providing for the common expenses which shall include the expenses of and reserves for, if required by law, the operation, maintenance, repair and replacement of the common properties and improvements thereon; costs of carrying out the powers and duties of the Association; and any other expenses which may be assessed under the provision of this Declaration, the Bylaws, the applicable rules and regulations of the South Florida Water Management District or its successors, or the Association through its Board of Directors. Any expense not authorized under the foregoing must be submitted to and approved by a majority of the membership at a meeting with notice or by written consent. Any budget shall be subject to change to cover actual expenses at any time. Such changes shall be adopted consistent with the provisions of the Bylaws.

(b) Adopt the budget and set the annual assessment, to include any special assessments, for each assessable lot or fraction of a lot, based on proportionate square footage at a meeting open to the membership with notice. The membership shall not be entitled to vote on the budget nor the assessment unless such meeting is called in accordance with Section 5 of this Article.

(c) Prepare a roster of the lots and assessments applicable thereto which shall be kept in the office of the Association and shall be open to inspect by any owner or his representative designated in writing.

(d) Written notice of the assessment shall be sent to every owner subject thereto.

(e) 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 assessment has been paid. Such certificate shall be

OR2247 Pg1054

conclusive evidence of payment of any assessment therein stated to have been paid.

Section 8. Effect of Nonpayment of Assessment. The personal obligation of the owner; the lien; remedies of the Association:

(a) If the assessments are not paid on the date when due, then such assessment shall become delinquent and shall, together with such interest thereon and the cost of collection thereof as hereinafter provided, thereupon become a continuing lien upon the lot and shall bind such lot in the hands of the then owner, his heirs, devisees, personal representatives and assigns. The personal obligation of the then owner to pay such assessment, however, shall remain his personal obligation for the statutory period and shall not pass to his successors in title unless expressly assumed by them.

(b) If the assessment is not paid within thirty (30) days after the delinquency date, the assessment shall bear interest from the date such payment was due at the rate of the lower of the maximum rate authorized by law or eighteen percent (18%) per annum, and the Association may bring an action at law against the owner personally obligated to pay same or to foreclose the lien against the lot, and there shall be added to the amount of such assessment the costs of preparing and filing the Complaint in such action, and in the event a Judgment is obtained, such Judgment shall include interest on the assessment as above provided and a reasonable attorney's fee to be affixed by the Court together with the cost of the action.

Section 9. Subordination of the Lien to Mortgages. The lien of the assessment provided for herein shall be subordinate to the lien of any mortgage or any mortgages now or hereafter placed upon such lot subject to the assessment; provided, however, that such subordination shall apply only to the assessments which have become due and payable prior to the sale or transfer of such lot pursuant to a decree of foreclosure, or any other conveyance in lieu of foreclosure. Such sale or transfer shall not release such lot from liability for any assessments thereafter becoming due, nor from the lien of any subsequent assessment.

Section 10. Compliance Assessment Lien. Each owner shall comply, or cause compliance, with all covenants, requirements and obligations contained in this Declaration including, without limitation, the obligation with regard to non-interference with the easements and properties of the Association. Upon the failure of Owner to comply with any of his obligations hereunder, the Association, in addition to any other enforcement rights it may have hereunder, may take whatever action it deems appropriate to cause compliance, including without limitation, cleaning, repair, maintenance, and reconstruction activities, and the removal of improvements or any other action

consistent with the requirements and obligations contained herein. All costs incurred by the Association in causing such compliance shall be deemed a "compliance assessment" against the assessable property of the non-complying owner, and shall be immediately due and payable from the non-complying owner, to the Association. Such assessment may be foreclosed in the same manner as regular assessments and special assessments.

Section 11. Declarant (The Developer) shall not pay any assessment while he still owns any lot in Six Mile Cypress Commerce Park, but shall pay the difference between the total amounts collected each year until all lots are sold and the actual annual cost of maintenance; and the Developer shall not contribute to reserves while he is the owner of any lot.

ARTICLE IX

ARCHITECTURAL CONTROL

Section 1. Architectural Review Board. The architectural review and control functions of the Association shall be administered and performed by the Architectural Review Board ("ARB"), which shall consist of John E. States, J. Clifford Wiersma and Warren T. Barry; each shall serve for a period of ten (10) years or until his death or resignation, if sooner; upon the death or resignation of any member, the remaining members shall continue to serve; upon the earlier of the death or resignation of all members or the expiration of ten (10) years, then the ARB shall cease to exist and the approval of the ARB shall no longer be required for any purpose; a majority of the then existing members of the ARB is sufficient for approval; the ARB may abandon its powers by an instrument executed in recordable form and recorded. The powers of the ARB may be revived thereafter only upon a majority vote of the membership at a meeting with notice.

Section 2. Review and Approval. No building, fence nor any other improvement or substantial structure of any kind shall be built; nor any subdivision or re-platting of any lot or lots be made unless and until the plans, specifications and location of the same shall have been submitted to and approved in writing by the Association. All requests for variances to any restrictions imposed by this Declaration shall be submitted in writing to the Association for approval. The ARB shall have the power to excuse violations of these restrictions in its sole and absolute discretion if the ARB finds that a violation has not caused substantial harm to the general plan of development. However, the ARB shall not approve any variance which would allow actions which would violate regulations of Lee County, City of Fort Myers or the South Florida Water Management District, nor shall the ARB excuse a violation of these restrictions which is also a violation of regulations of Lee County or the South Florida Water Management District. Decisions of the ARB are not subject to review by any owners' group.

Section 3. Approval. Approval shall be stated in a document in recordable form. Failure to approve or to deny approval within thirty (30) days of receiving all the information reasonably required by the ARB to make its decision shall constitute approval.

ARTICLE X

GENERAL PROVISIONS

Section 1. ENFORCEMENT. Enforcement of these covenants and restrictions shall be by any procedure at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, now or hereafter imposed by the provisions of this Declaration, either to restrain violation or to recover damages against the land, to enforce any lien created by these covenants; and failure by the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Joint and Several Obligations. Each and every obligation of an Owner hereunder shall be the joint and several obligation of each owner of a simple interest of any lot described in Exhibit "B" as hereinafter amended, and any demand, notice or other communication or action given or taken hereunder or pursuant hereto or by one of such joint Owners, shall be deemed given, taken, or received by all such joint Owners.

Section 3. Severability. Invalidation of any one of these covenants, easements, or restrictions by judgment or court order shall in no way affect any other provisions, which provisions shall remain in full force and effect.

Section 4. Duration. The covenants and restrictions of this Declaration shall run with and bind the land and shall inure to the benefit and enforcement of the Association or the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors, and assigns for a term of twenty-five (25) years from the date on which this Declaration is recorded in the Public Records of Lee County, Florida, after which such time such covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then Owners exercising not less than two-thirds (2/3) of the total voting interest of the Association has been recorded, agreeing to change said covenants, conditions and restrictions in whole or in part. Provided, however, that no such agreement to terminate this Declaration and the covenants, conditions, and restrictions hereof shall be effective, unless made and recorded in the Public Records of Lee County, Florida, three (3) years in advance of the effective date of such termination and unless written notice of the proposed termination is sent to every Owner and mortgagee on file in the Association records.

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Section 5. Amendments. This Declaration may be amended by an affirmative vote of the members owning a majority of the lots in this subdivision. Each amendment shall be duly executed and recorded instruments signed by a President or a Vice-President of the Association, attested by the Secretary and an affirmative statement that such amendment was adopted in accordance with the provisions of this Declaration. If the Mortgagor takes possession of any or all lots it shall have the right to amend these declarations without the approval of the Board and Westinghouse Gateway Communities, Inc. reserves its right to approve any amendments to declarations.

Section 6. Annexation. Additional land other than that described in Exhibit "A" and depicted on Exhibit "B" attached hereto may be annexed to the property and shall be subject to the terms of this Declaration, the Articles of Incorporation of Six Mile Cypress Commerce Park Association, Inc., and the Bylaws upon the consent of a two-thirds (2/3) majority of the Board of Directors during the first three (3) years following the recordation of this Declaration in the Public Records of Lee County, Florida. Thereafter, annexation shall require a majority of the voting interest of members present in person or proxy at a meeting held with notice at which a quorum has been obtained.

Section 7. Captions. The paragraph captions are for convenience only, and shall not be deemed to in any way affect or limit the interpretations or content of the paragraphs.

Section 8. Reduction. If any covenant, restriction, easement or provision contained in this instrument is invalid or unenforceable because its duration as provided above exceeds a permissible or reasonable duration under any statute or rule of law or equity, then it is expressly agreed by the Declarant, and any party having any interest in the property subject to this Declaration or interest in the Association and Association property that the duration of said covenant, restriction, easement or provision shall automatically be limited and reduced, ipso facto, to such duration as will be deemed permissible or reasonable under the applicable statute or rule of law or equity.

Section 9. Implied Terms. No attempt has been made to cover every possible contingency that may arise by virtue of the requirements of a surface water management plan and the common interest of Owners. All Owners, by accepting a deed or other Declaration, agrees that such additional covenants, restrictions, easements and provisions shall automatically be implied herein as are reasonable and necessary to carry out the intent of Declarant to allow each Owner to enjoy the full use and benefit of his property and the surface water management permit and to maintain the same as constructed by Declarant.

IN WITNESS WHEREOF, the Declarants herein, JOHN E. STATES, Trustee, of the Six Mile Cypress Land Trust dated June 1, 1989, has caused this instrument to be executed as of the day and year first above written.

Signed, sealed and acknowledged in the presence of:

[Handwritten Signature]
[Handwritten Signature]

[Handwritten Signature]
John E. States, Trustee

OR2247 Pg1059

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me this 9th day of September, 1991 by JOHN E. STATES, Trustee of the Six Mile Cypress Land Trust dated June 1, 1989.

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. MAY 27, 1995
BONDED THRU GENERAL INS. UND.

[Handwritten Signature]
Notary Public

[Seal]



2158 JOHNSON STREET
TELEPHONE (813) 334-0046
TELECOPIER (813) 334-3661
POST OFFICE BOX 1550
FORT MYERS, FLORIDA
33902-1550

June 24, 1991

CARLE E. JOHNSON
1911-1968

REVISED DESCRIPTION

PARCEL IN

SECTION 4, T. 45 S., R. 25 E.
CITY OF FORT MYERS, LEE COUNTY, FLORIDA

PARCEL "B"

A tract or parcel of land lying in Section 4, Township 45 South, Range 25 East, City of Fort Myers, Lee County, Florida which tract or parcel is described as follows:

From the intersection of the north line of the south one-half (S-1/2) of the northeast quarter (NE-1/4) of said Section 4 and the southeasterly line of Six Mile Cypress Parkway as described in deed recorded in Official Record Book 1194 at Page 944 of the Lee County Records run southwesterly along said southeasterly line, along the arc of a curve to the right of radius 2989.79 feet (chord bearing S 34° 07' 35" W) (chord 160.83 feet) (delta 03° 04' 57") for 160.85 feet to a point of tangency; thence run S 35° 40' 03" W along said southeasterly line for 229.15 feet to the Point of Beginning.

From said Point of Beginning continue S 35° 40' 03" W along said southeasterly line for 1570.85 feet to a northerly corner of Six Mile Cypress Preserve as described in deed to Lee County recorded in Official Record Book 1741 at Page 1241 of said public records; thence run along the northwesterly line of Six Mile Cypress Preserve as described in said deed S 51° 49' 58" E for 126.50 feet, N 52° 52' 51" E for 1397.72 feet, N 50° 00' 05" E for 249.00 feet; thence run N 54° 19' 57" W for 601.65 feet to the Point of Beginning.

Containing 13.36 acres more or less.

Bearings hereinabove mentioned are Plane Coordinate for the Florida West Zone (1979 Adjustment).

CHAIRMAN
ARCHIE T. GRANT, JR.

PRESIDENT
FORREST H. BANKS

JOSEPH W. EBNER
STEVEN K. MORRISON
ANDREW D. TILTON
JEFFREY C. COONER

DAN W. DICKEY
KENTON R. KEILING
GEORGE J. KALAL
MICHAEL L. HARMON
THOMAS L. FENDLEY
W. DAVID KEY, JR.
W. BRITT POMEROY
CARL A. BARRACO
GARY R. BULL
KEVIN M. WINTER

CONSULTANT
LESTER L. BULSON

WBP/pd
17073a

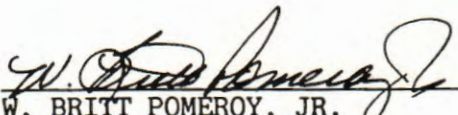
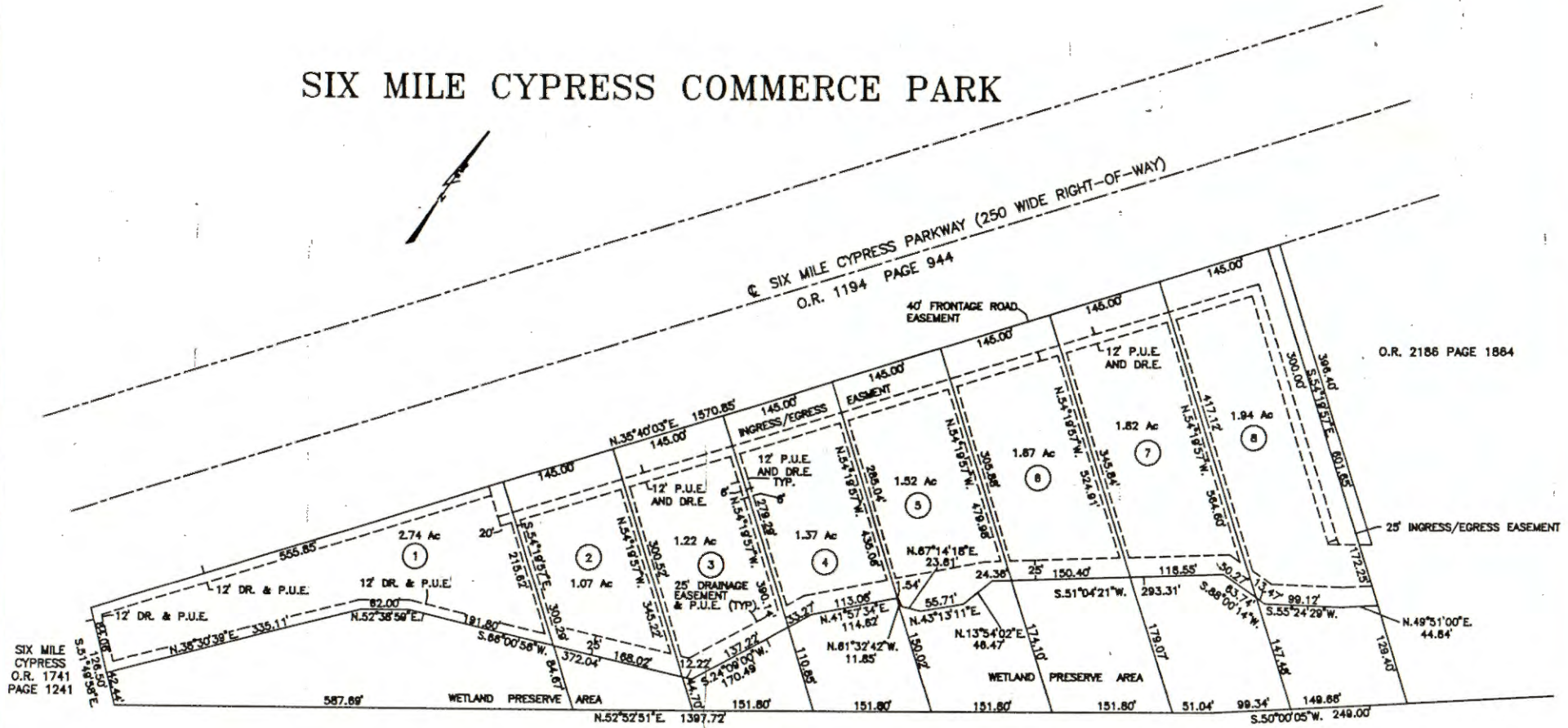

W. BRITT POMEROY, JR.
Professional Land Surveyor
Florida Certificate No. 4448

EXHIBIT "A"

DR2247 Pg1060

SIX MILE CYPRESS COMMERCE PARK



SIX MILE CYPRESS
O.R. 1741
PAGE 1241

O.R. 2186 PAGE 1884

SIX MILE CYPRESS
O.R. 1741 PAGE 1241

LOT NO.	TOTAL LOT SQ. FEET	SQ. FEET OUTSIDE WETLAND PRESERVE
1	119,411	84,907
2	48,799	37,420
3	53,313	42,595
4	59,827	40,338
5	66,341	44,653
6	72,854	47,250
7	79,116	53,524
8	84,554	65,241

PRELIMINARY PLAT
SIX MILE CYPRESS COMMERCE PARK
FORT MYERS, FLORIDA.

Bean, Whitaker, Lutz & Barnes, Inc.

CONSULTING ENGINEERS AND SURVEYORS

3040-G SHERRILL AVENUE, FORT MYERS, FLORIDA 33901
PH: 941-933-1111 FAX: 941-933-1112

NO.	DATE	REVISION DESCRIPTION	BY
3	8/12/91	MADE LOT 7 SMALLER	TRH
2	7/31/91	PRELIMINATE LOTS 9&10	TRH
1	1/31/91	ADJ. EASEMENTS, ADDRESS	TRH

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