2968626 OR: 3022 PG: 0006
RECORDED in OFFICIAL RECORDS of COLLIER COUNTY, FL
04/19/2002 at 10:50AM DWIGHT B. BROCK, CLERK
REC FEE 28.50
COPIES 6.00
Retn:
STEPHEN D MCCANN
2180 IMMOKALEE RD #306
NAPLES FL 34110

Prepared by and
Return to:
Stephen D. McCann
2180 Immokalee Road
Suite 306
Naples, Florida 34110

AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS, RESTRICTIONS AND EASEMENTS FOR COLONIAL LINKS AT HERITAGE GREENS TO ADD PHASE 3

THIS AMENDMENT TO THE DECLARATION OF PROTECTIVE COVENANTS, RESTRICTIONS AND EASEMENTS FOR COLONIAL LINKS VILLAS AT HERITAGE GREENS TO ADD PHASE 3 ("Amendment"), is made this 12th day of April, 2002, by COLONIAL HOMES, INC., a Florida Corporation ("Developer") as owner of the "Phase 3 Land" (as hereinafter defined).

WHEREAS, Developer has established Colonial Links Villas at Heritage Greens ("Colonial Links Villas"), according to the Declaration of Protective Covenants, Restrictions and Easements for Colonial Links Villas at Heritage Greens ("Declaration") recorded in Official Records Book 2797, Page 1338, of the Public Records of Collier County, Florida ("County"), and any amendments thereto adding prior phases, the recording information for which amendments is set forth on Exhibit C hereto; and

WHEREAS, Colonial Links Villas is a "Phase Project" as set forth in the Declaration; and

WHEREAS, the Declaration subjects to the provisions of the Declaration as the initial phase "Phase 1;" and also provides for the subjecting to the provisions of the Declaration of Phases 2 through 37; and

WHEREAS, Developer desires to add Phase 3 as part of Colonial Links Villas;

NOW, THEREFORE, in consideration of the premises and covenants herein contained, Developer, as the owner in fee simple of the Phase 3 Land hereby declares:

1. The real property more particularly described in Exhibit A hereto and also described on Exhibit C to the Declaration ("Phase 3 Land") shall be owned, held, used, transferred, sold, conveyed, demised and occupied subject to the covenants, restrictions, easements, regulations, burdens and liens set forth in the Declaration and all amendments thereto, all of which shall run with Phase 3 Land and any part thereof and which shall be binding upon all parties having any right, title or interest in the Phase 3 Land or any part thereof, their heirs, successors and assigns.

2. The Phase 3 Land is added as a part of Colonial Links Villas pursuant to Paragraph 2 of the Declaration.

3. The effect of this Amendment shall be that Phase 3, together with other phases included in Colonial Links Villas pursuant to the Declaration or an amendment thereto, shall be, and the same shall constitute, Colonial Links Villas.

4. This Amendment shall become effective upon recording amongst the Public Records of the County.

COPY
COLLIER COUNTY
CLERK OF THE CIRCUIT COURT

IN WITNESS WHEREOF, Developer has hereunto set its hand and official seal on the date set forth below.

WITNESSES:

D.D. DAVIS
Please Print Name

H. Hahus
Please Print Name

DEVELOPER:

COLONIAL HOMES, INC., a Florida Corporation

By: _____
Tony Persichilli,
Senior Vice President

Dated: 4-12-02

(CORPORATE SEAL)

COLONIAL HOMES, INC. CORPORATE SEAL

COLLIER COUNTY
COPY
OF THE CIRCUIT

STATE OF FLORIDA
COUNTY OF Lee
SS:

I HEREBY CERTIFY that on this day, personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, Tony Persichilli, as Senior Vice President of COLONIAL HOMES, INC., to me well known to be the person described in and who executed the foregoing instrument, and acknowledged before me that he executed same freely and voluntarily on behalf of said corporation for the purposes therein expressed. He is personally known to me or produced _____ as identification.

IN WITNESS WHEREOF, I hereunto set my hand and official seal in the County and State aforesaid this 12th day of April, 2002

Notary Public

SEAL

Laurie Sousa
My Commission CC757293
Expires July 7, 2002

State of Florida at Large

My Commission Expires: 7-7-02

EXHIBIT A

LEGAL DESCRIPTION

OF

PHASE 3 LAND

Lots 9 and 10, Block A of Heritage Greens, according to the Plat thereof recorded in Plat Book 28, Pages 78-94, of the Public Records of Collier County, Florida.

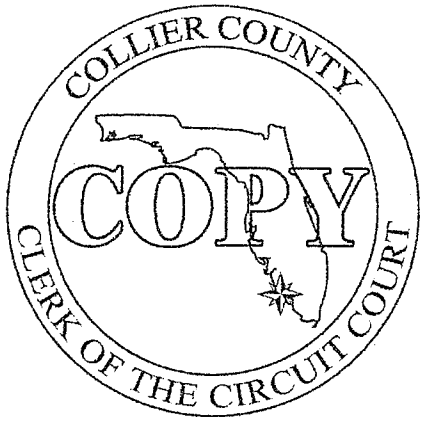
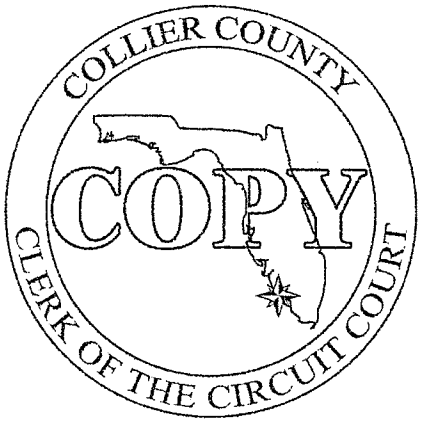


EXHIBIT B

SKETCH OF PHASE 3



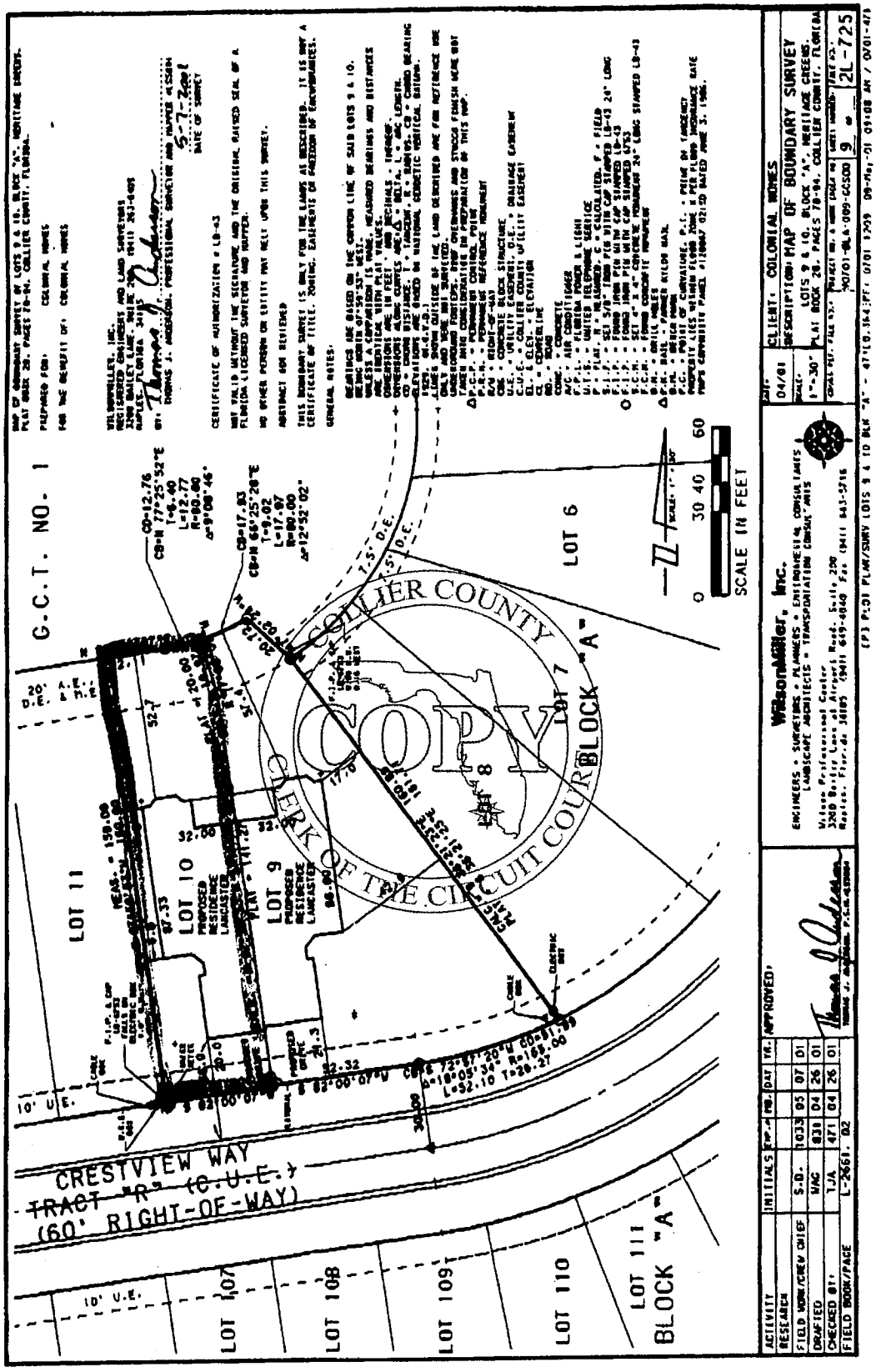

G.C.T. NO. 1
LOT 11
LOT 10
LOT 9
LOT 8
LOT 7
LOT 6
LOT 107
LOT 108
LOT 109
LOT 110
LOT 111
BLOCK "A"
CRESTVIEW WAY
TRACT "R" (C.U.E.)
(60' RIGHT-OF-WAY)
PROPOSED RESIDENCE LANCASTER
SCALE IN FEET
0 30 40 60
COPY
COLLIER COUNTY
CLERK OF THE CIRCUIT COURT
WilsonMiller, Inc.
ENGINEERS • SURVEYORS • PLANNERS • ENVIRONMENTAL CONSULTANTS
LANDSCAPE ARCHITECTS • TRANSPORTATION CONSULTANTS
CLIENT: COLONIAL HOMES
DESCRIPTION: MAP OF BOUNDARY SURVEY
LOTS 9 & 10, BLOCK "A", HERITAGE CREEKS,
PLAT BOOK 28, PAGES 78-84, COLLIER COUNTY, FLORIDA
DATE: 04/01
SCALE: 1"=30'
SHEET NO.: 2L-725

EXHIBIT C

The Declaration of Protective Covenants, Restrictions and Easements for Colonial Links Villas at Heritage Greens and Amendments thereto, if any, adding prior phases have been recorded in the Public Records of Collier County, Florida as follows:

Phase	Date	O. R. Book	Page	Number of Lots
1	3/28/01	2797	1338	2
9	3/28/01	2797	1423	2
10	5/25/01	2831	1647	2
11	5/25/01	2831	1653	2
17	5/25/01	2831	1659	2
35	6/19/01	2845	624	2
34	6/19/01	2845	630	2
33	6/19/01	2845	636	2
6	6/19/01	2845	642	2
4	9/20/01	2895	2876	2
37	9/20/01	2895	2882	2
36	9/20/01	2895	2888	2
18	9/20/01	2895	2894	2
8	9/20/01	2895	2900	2
7	9/20/01	2895	2906	2
16	11/16/01	2926	2546	2
14	11/16/01	2926	2552	2
13	11/16/01	2926	2558	2
12	11/16/01	2926	2564	2

COLLIER COUNTY COPY CLERK OF THE CIRCUIT COURT

Total Number of Lots in Colonial Links Villas Before Phase 3 is added 38

Total Number of Lots in Phase 3 2

Total Number of Lots in Colonial Links Villas after Phase 3 is added 40

2970223 OR: 3023 PG: 2608
RECORDED in OFFICIAL RECORDS of COLLIER COUNTY, FL
04/23/2002 at 10:44AM DWIGHT B. BROCK, CLERK
REC FEE 28.50
COPIES 6.00

Prepared by and
Return to:
Stephen D. McCann
2180 Immokalee Road
Suite 306
Naples, Florida 34110

Retn:
STEPHEN D MCCANN
2180 IMMOKALEE RD #306
NAPLES FL 34110

AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS, RESTRICTIONS AND EASEMENTS FOR COLONIAL LINKS AT HERITAGE GREENS TO ADD PHASE 2

THIS AMENDMENT TO THE DECLARATION OF PROTECTIVE COVENANTS, RESTRICTIONS AND EASEMENTS FOR COLONIAL LINKS VILLAS AT HERITAGE GREENS TO ADD PHASE 2 ("Amendment"), is made this 19th day of April, 2002, by COLONIAL HOMES, INC., a Florida Corporation ("Developer") as owner of the "Phase 2 Land" (as hereinafter defined).

WHEREAS, Developer has established Colonial Links Villas at Heritage Greens ("Colonial Links Villas"), according to the Declaration of Protective Covenants, Restrictions and Easements for Colonial Links Villas at Heritage Greens ("Declaration") recorded in Official Records Book 2797, Page 1338, of the Public Records of Collier County, Florida ("County"), and any amendments thereto adding prior phases, the recording information for which amendments is set forth on Exhibit C hereto; and

WHEREAS, Colonial Links Villas is a "Phase Project" as set forth in the Declaration; and

WHEREAS, the Declaration subjects to the provisions of the Declaration as the initial phase "Phase 1;" and also provides for the subjecting to the provisions of the Declaration of Phases 2 through 37; and

WHEREAS, Developer desires to add Phase 2 as part of Colonial Links Villas;

NOW, THEREFORE, in consideration of the premises and covenants herein contained, Developer, as the owner in fee simple of the Phase 2 Land hereby declares:

1. The real property more particularly described in Exhibit A hereto and also described on Exhibit C to the Declaration ("Phase 2 Land") shall be owned, held, used, transferred, sold, conveyed, demised and occupied subject to the covenants, restrictions, easements, regulations, burdens and liens set forth in the Declaration and all amendments thereto, all of which shall run with Phase 2 Land and any part thereof and which shall be binding upon all parties having any right, title or interest in the Phase 2 Land or any part thereof, their heirs, successors and assigns.

2. The Phase 2 Land is added as a part of Colonial Links Villas pursuant to Paragraph 2 of the Declaration.

3. The effect of this Amendment shall be that Phase 2, together with other phases included in Colonial Links Villas pursuant to the Declaration or an amendment thereto, shall be, and the same shall constitute, Colonial Links Villas.

4. This Amendment shall become effective upon recording amongst the Public Records of the County.

COLLIER COUNTY
COPY
CLERK OF THE CIRCUIT COURT

IN WITNESS WHEREOF, Developer has hereunto set its hand and official seal on the date set forth below.

WITNESSES:

D.D. DAVIS
Please Print Name

Robin Easter
Please Print Name

DEVELOPER:

COLONIAL HOMES, INC., a Florida Corporation

By: _____
Tony Persichilli,
Senior Vice President

Dated: 4-19-02

(CORPORATE SEAL)

COLLIER COUNTY
COPY
CLERK OF THE CIRCUIT COURT

Colonial Homes CORPORATE SEAL

STATE OF FLORIDA
SS:
COUNTY OF Lee

I HEREBY CERTIFY that on this day, personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, Tony Persichilli, as Senior Vice President of COLONIAL HOMES, INC., to me well known to be the person described in and who executed the foregoing instrument, and acknowledged before me that he executed same freely and voluntarily on behalf of said corporation for the purposes therein expressed. He is personally known to me or produced _____ _____ as identification.

IN WITNESS WHEREOF, I hereunto set my hand and official seal in the County and State aforesaid this 19th day of April, 2002

Notary Public

SEAL

Laurie Sousa
My Commission CC757293
Expires July 7, 2002

State of Florida at Large

My Commission Expires: 7-7-02

EXHIBIT A

LEGAL DESCRIPTION

OF

PHASE 2 LAND

Lots 119 and 120, Block A of Heritage Greens, according to the Plat thereof recorded in Plat Book 28, Pages 78-94, of the Public Records of Collier County, Florida.

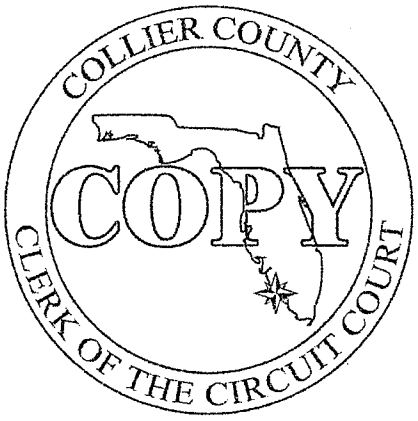
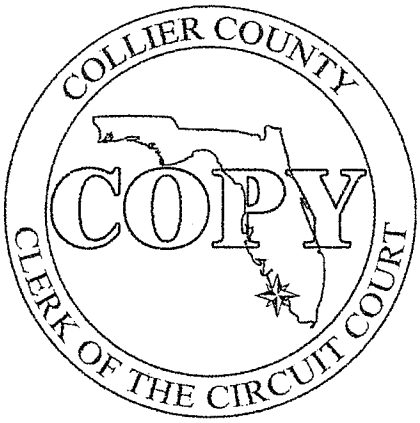
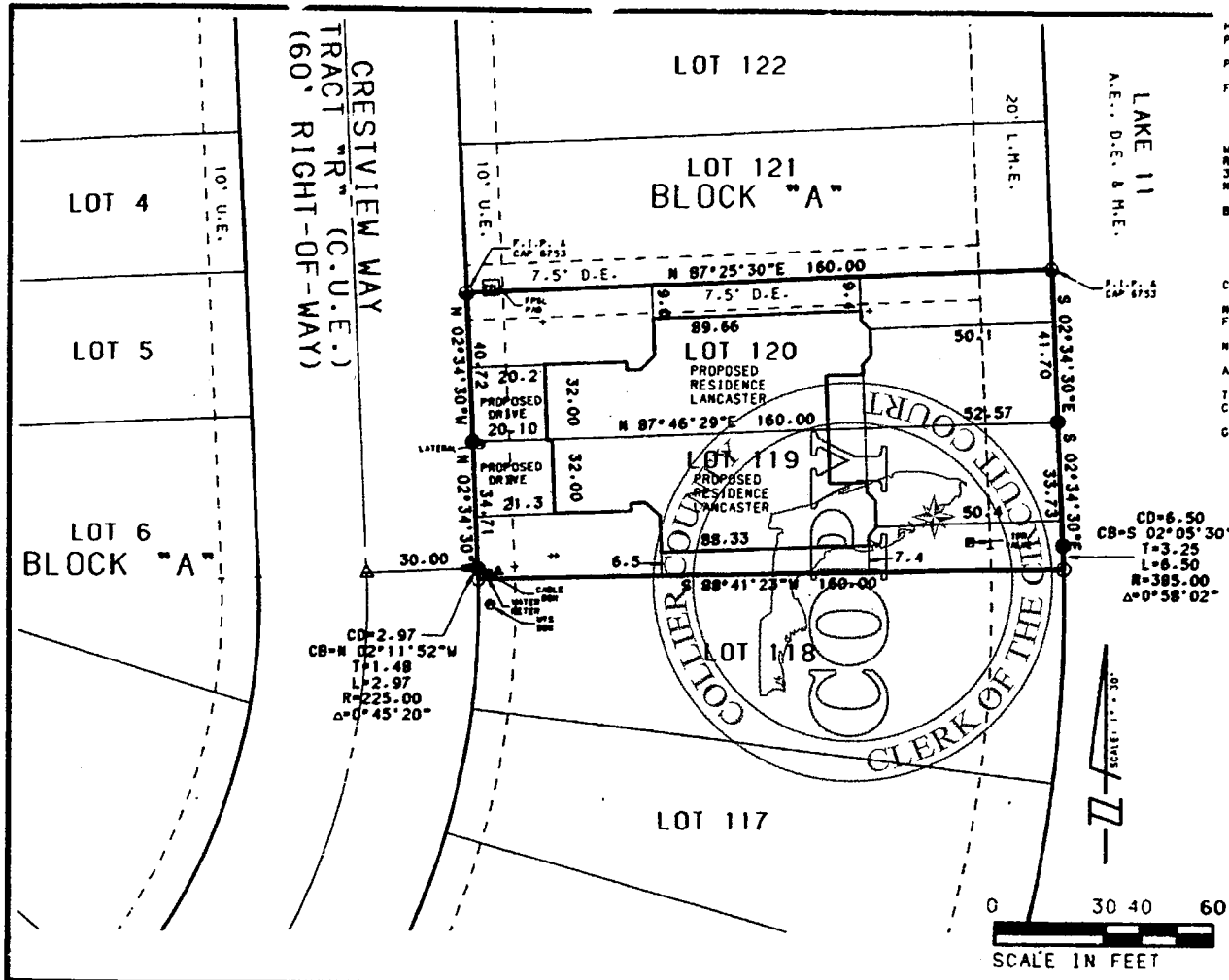


EXHIBIT B

SKETCH OF PHASE 2



OR: 3023 PG: 2612



MAP OF BOUNDARY SURVEY OF LOTS 119 & 120, BLOCK "A", HERITAGE GREENS, PLAT BOOK 28, PAGES 78-94, COLLIER COUNTY, FLORIDA.

PREPARED FOR: COLONIAL HOMES

FOR THE BENEFIT OF: COLONIAL HOMES

WILSONMILLER, INC.
REGISTERED ENGINEERS AND LAND SURVEYORS
3200 BAILEY LANE, SUITE 200, (941) 263-6408
NAPLES, FLORIDA 34105

BY: John P. Malone
JOHN P. MALONEY, PROFESSIONAL SURVEYOR AND MAPPER #LS4493

10-19-2000
DATE OF SURVEY

CERTIFICATE OF AUTHORIZATION # LB-43

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

NO OTHER PERSON OR ENTITY MAY RELY UPON THIS SURVEY.

ABSTRACT NOT REVIEWED

THIS BOUNDARY SURVEY IS ONLY FOR THE LANDS AS DESCRIBED. IT IS NOT A CERTIFICATE OF TITLE, ZONING, EASEMENTS OR FREEDOM OF ENCUMBRANCES.

GENERAL NOTES:

BEARINGS ARE BASED ON THE COMMON LINE OF SAID LOTS 119 & 120, BEING SOUTH 87°46'28" WEST.
UNLESS A COMPARISON IS MADE, MEASURED BEARINGS AND DISTANCES ARE IDENTICAL WITH PLAT VALUES.
DIMENSIONS ARE IN FEET ' AND DECIMALS . THEREOF.
DIMENSIONS ALONG CURVES ARE: Δ = DELTA, L = ARC LENGTH, CD = CHORD DISTANCE, T = TANGENT, R = RADIUS, CB = CHORD BEARING
ELEVATIONS ARE BASED ON NATIONAL GEODETIC VERTICAL DATUM, 1929, (N.G.V.D.)
LINES SHOWN OUTSIDE OF THE LAND DESCRIBED ARE FOR REFERENCE USE ONLY AND WERE NOT SURVEYED.
UNDERGROUND FOOTERS, ROOF OVERHANGS AND STUCCO FINISH WERE NOT TAKEN INTO CONSIDERATION IN PREPARATION OF THIS MAP.
Δ P.C.P. = PERMANENT CONTROL POINT
P.R.M. = PERMANENT REFERENCE MONUMENT
R/W = RIGHT-OF-WAY
CBS = CONCRETE BLOCK STRUCTURE
U.E. = UTILITY EASEMENT, D.E. = DRAINAGE EASEMENT
C.U.E. = COLLIER COUNTY UTILITY EASEMENT
EL. & ELEV. = ELEVATION
CL = CENTERLINE
RD. = ROAD
CONC. = CONCRETE
A/C = AIR CONDITIONER
F.P.L. = FLORIDA POWER & LIGHT
U.T.S. = UNITED TELEPHONE SERVICE
P = PLAT, M = MEASURED, C = CALCULATED, F = FIELD
S.I.P. = SET 5/8" IRON PIN WITH CAP STAMPED LB-43 24" LONG
F.I.P. = FOUND IRON PIN WITH CAP STAMPED LB-43
F.I.P. = FOUND IRON PIN WITH CAP STAMPED 6753
S.C.M. = SET 4" X 4" CONCRETE MONUMENT 24" LONG STAMPED LB-43
F.C.M. = FOUND CONCRETE MONUMENT
D.H. = DRILL HOLES
Δ P.K. NAIL = PARKER KYLON NAIL
B.M. = BENCH MARK
P.C. = POINT OF CURVATURE, P.T. = POINT OF TANGENCY
PROPERTY LIES WITHIN FLOOD ZONE X PER FLOOD INSURANCE RATE MAPS COMMUNITY PANEL #120067 0215D DATED JUNE 3, 1986.

ACTIVITY	INITIALS	EMP.#	MO.	DAY	YR.
RESEARCH					
FIELD WORK/CREW CHIEF	JSM	864	10	19	00
DRAFTED	WAG	831	10	18	00
CHECKED BY:	JPM	275	10	18	00
FIELD BOOK/PAGE	L-2588, 55				

APPROVED:
John P. Maloney
JOHN P. MALONEY, P.S.M. #LS4493

WilsonMiller, Inc.
ENGINEERS • SURVEYORS • PLANNERS • ENVIRONMENTAL CONSULTANTS
LANDSCAPE ARCHITECTS • TRANSPORTATION CONSULTANTS
Wilson Professional Center
3200 Bailey Lane at Airport Road, Suite 200
Naples, Florida 34105 (941) 649-4040 Fax (941) 643-5716

DATE: 10/00
SCALE: 1"=30'
CLIENT: COLONIAL HOMES
DESCRIPTION: MAP OF BOUNDARY SURVEY
LOTS 119 & 120, BLOCK "A", HERITAGE GREENS, PLAT BOOK 28, PAGES 78-94, COLLIER COUNTY, FLORIDA

CROSS REF. FILE NO.:	PROJECT NO./JOB WORK ORDER NO.:	SHEET NUMBER:	FILE NO.:
	00701-BLA-119-GCS00	119 of	2L-725

[P] PLOT PLAN/SURV LOTS 119-120 BLK A. - 831[0.364]PF: 0701 3119 20-Oct-00 01:59 PM / 0701-831

EXHIBIT C

The Declaration of Protective Covenants, Restrictions and Easements for Colonial Links Villas at Heritage Greens and Amendments thereto, if any, adding prior phases have been recorded in the Public Records of Collier County, Florida as follows:

Phase	Date	O. R. Book	Page	Number of Lots
1	3/28/01	2797	1338	2
9	3/28/01	2797	1423	2
10	5/25/01	2831	1647	2
11	5/25/01	2831	1653	2
17	5/25/01	2831	1659	2
35	6/19/01	2845	624	2
34	6/19/01	2845	630	2
33	6/19/01	2845	636	2
6	6/19/01	2845	642	2
4	9/20/01	2895	2876	2
37	9/20/01	2895	2882	2
36	9/20/01	2895	2888	2
18	9/20/01	2895	2894	2
8	9/20/01	2895	2900	2
7	9/20/01	2895	2906	2
16	11/16/01	2926	2546	2
14	11/16/01	2926	2552	2
13	11/16/01	2926	2558	2
12	11/16/01	2926	2564	2
3	4/19/02	3002	6	2
20	4/19/02	3002	12	2
15	4/19/02	3002	18	2
22	4/23/02	3023	2602	2

COLLIER COUNTY
COPY
CLERK OF THE CIRCUIT COURT

Total Number of Lots in Colonial Links Villas Before Phase 2 is added 46

Total Number of Lots in Phase 2 2

Total Number of Lots in Colonial Links Villas after Phase 2 is added 48

2860191 OR: 2895 PG: 2876
RECORDED in OFFICIAL RECORDS of COLLIER COUNTY, FL
09/20/2001 at 02:38PM DWIGHT B. BROCK, CLERK
REC FEE 28.50
COPIES 6.00

Prepared by and
Return to:
Stephen D. McCann
2180 Immokalee Road
Suite 306
Naples, Florida 34110

Retn:
STEPHEN D MCCANN
2180 IMMOKALEE RD #306
NAPLES FL 34110

AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS, RESTRICTIONS AND EASEMENTS FOR COLONIAL LINKS AT HERITAGE GREENS TO ADD PHASE 4

THIS AMENDMENT TO THE DECLARATION OF PROTECTIVE COVENANTS, RESTRICTIONS AND EASEMENTS FOR COLONIAL LINKS VILLAS AT HERITAGE GREENS TO ADD PHASE 4 ("Amendment"), is made this 17th day of September, 2001, by COLONIAL HOMES, INC., a Florida Corporation ("Developer") as owner of the "Phase 4 Land" (as hereinafter defined).

WHEREAS, Developer has established Colonial Links Villas at Heritage Greens ("Colonial Links Villas"), according to the Declaration of Protective Covenants, Restrictions and Easements for Colonial Links Villas at Heritage Greens ("Declaration") recorded in Official Records Book 2797, Page 1338, of the Public Records of Collier County, Florida ("County"), and any amendments thereto adding prior phases, the recording information for which amendments is set forth on Exhibit C hereto; and

WHEREAS, Colonial Links Villas is a "Phase Project" as set forth in the Declaration; and

WHEREAS, the Declaration subjects to the provisions of the Declaration as the initial phase "Phase 1," and also provides for the subjecting to the provisions of the Declaration of Phases 2 through 37; and

WHEREAS, Developer desires to add Phase 4 as part of Colonial Links Villas;

NOW, THEREFORE, in consideration of the premises and covenants herein contained, Developer, as the owner in fee simple of the Phase 4 Land hereby declares:

1. The real property more particularly described in Exhibit A hereto and also described on Exhibit C to the Declaration ("Phase 4 Land") shall be owned, held, used, transferred, sold, conveyed, demised and occupied subject to the covenants, restrictions, easements, regulations, burdens and liens set forth in the Declaration and all amendments thereto, all of which shall run with Phase 4 Land and any part thereof and which shall be binding upon all parties having any right, title or interest in the Phase 4 Land or any part thereof, their heirs, successors and assigns.

2. The Phase 4 Land is added as a part of Colonial Links Villas pursuant to Paragraph 2 of the Declaration.

3. The effect of this Amendment shall be that Phase 4, together with other phases included in Colonial Links Villas pursuant to the Declaration or an amendment thereto, shall be, and the same shall constitute, Colonial Links Villas.

4. This Amendment shall become effective upon recording amongst the Public Records of the County.

IN WITNESS WHEREOF, Developer has hereunto set its hand and official seal on the date set forth below.

WITNESSES:

DEVELOPER:

COLONIAL HOMES, INC., a Florida Corporation

By: _____
Tony Persichilli,
Senior Vice President

Dated: 9-17-01

Please Print Name

Please Print Name

(CORPORATE SEAL)

COLLIER COUNTY
COPY
CLERK OF THE CIRCUIT COURT

STATE OF FLORIDA)
) SS
COUNTY OF Lee)

I HEREBY CERTIFY that on this day, personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, Tony Persichilli, as Senior Vice President of COLONIAL HOMES, INC., to me well known to be the person described in and who executed the foregoing instrument, and acknowledged before me that he executed same freely and voluntarily on behalf of said corporation for the purposes therein expressed. He is personally known to me or produced _____ _____ as identification.

IN WITNESS WHEREOF, I hereunto set my hand and official seal in the County and State aforesaid this 17th day of September, 2001

_____
Notary Public

SEAL

State of Florida at Large

My Commission Expires:

PEGGY FREIHOUR
MY COMMISSION # CC 916869
EXPIRES: March 7, 2004
Bonded Thru Notary Public Underwriters

EXHIBIT A

LEGAL DESCRIPTION

OF

PHASE 4 LAND

Lots 3 and 4, Block A of Heritage Greens, according to the Plat thereof recorded in Plat Book 28, Pages 78-94, of the Public Records of Collier County, Florida.

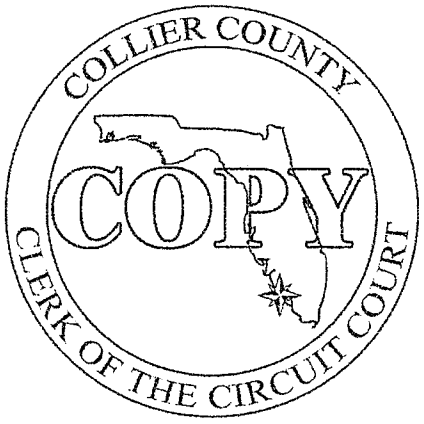
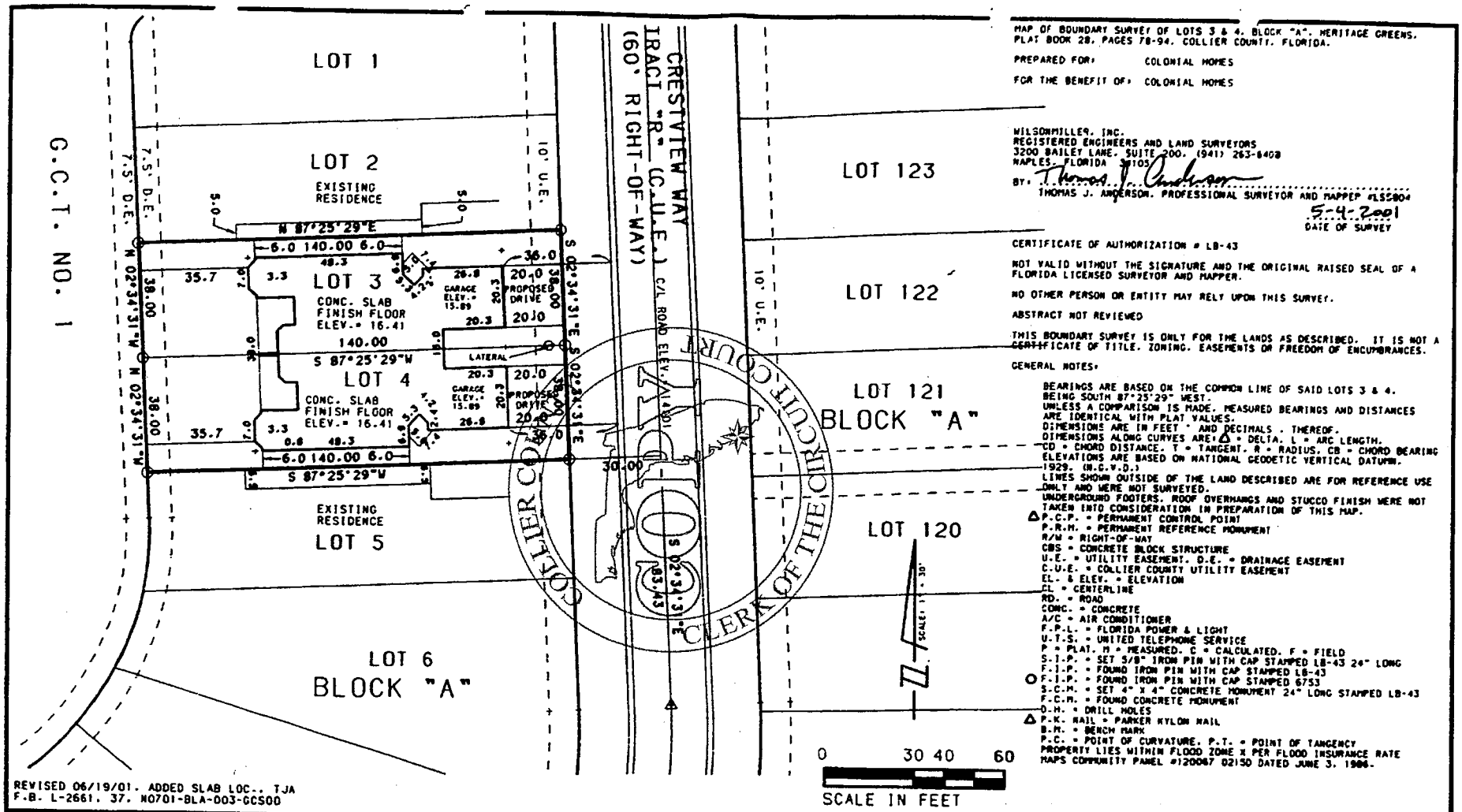


EXHIBIT B

SKETCH OF PHASE 4

COLLIER COUNTY
COPY
CLERK OF THE CIRCUIT COURT

OR: 2895 PG: 2880



MAP OF BOUNDARY SURVEY OF LOTS 3 & 4, BLOCK "A", HERITAGE GREENS, PLAT BOOK 28, PAGES 78-94, COLLIER COUNTY, FLORIDA.

PREPARED FOR: COLONIAL HOMES

FOR THE BENEFIT OF: COLONIAL HOMES

WILSONMILLER, INC.
REGISTERED ENGINEERS AND LAND SURVEYORS
3200 BAILEY LANE, SUITE 200, (941) 263-8468
NAPLES, FLORIDA 34105

BY: Thomas J. Anderson
THOMAS J. ANDERSON, PROFESSIONAL SURVEYOR AND MAPPER #LS5804

5-9-2001
DATE OF SURVEY

CERTIFICATE OF AUTHORIZATION # LB-43

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

NO OTHER PERSON OR ENTITY MAY RELY UPON THIS SURVEY.

ABSTRACT NOT REVIEWED

THIS BOUNDARY SURVEY IS ONLY FOR THE LANDS AS DESCRIBED. IT IS NOT A CERTIFICATE OF TITLE, ZONING, EASEMENTS OR FREEDOM OF ENCUMBRANCES.

GENERAL NOTES:

1. BEARINGS ARE BASED ON THE COMMON LINE OF SAID LOTS 3 & 4. BEING SOUTH 87°25'29" WEST.
2. UNLESS A COMPARISON IS MADE, MEASURED BEARINGS AND DISTANCES ARE IDENTICAL WITH PLAT VALUES.
3. DIMENSIONS ARE IN FEET ' AND DECIMALS . THEREOF.
4. DIMENSIONS ALONG CURVES ARE: Δ = DELTA, L = ARC LENGTH, CD = CHORD DISTANCE, T = TANGENT, R = RADIUS, CB = CHORD BEARING
5. ELEVATIONS ARE BASED ON NATIONAL GEODETIC VERTICAL DATUM, 1929, (N.G.V.D.)
6. LINES SHOWN OUTSIDE OF THE LAND DESCRIBED ARE FOR REFERENCE USE ONLY AND WERE NOT SURVEYED.
7. UNDERGROUND FOOTERS, ROOF OVERHANGS AND STUCCO FINISH WERE NOT TAKEN INTO CONSIDERATION IN PREPARATION OF THIS MAP.

Δ P.C.P. = PERMANENT CONTROL POINT
P.R.M. = PERMANENT REFERENCE MONUMENT
R/W = RIGHT-OF-WAY
CBS = CONCRETE BLOCK STRUCTURE
U.E. = UTILITY EASEMENT, D.E. = DRAINAGE EASEMENT
C.U.E. = COLLIER COUNTY UTILITY EASEMENT
EL. & ELEV. = ELEVATION
CL = CENTERLINE
RD. = ROAD
CONC. = CONCRETE
A/C = AIR CONDITIONER
F.P.L. = FLORIDA POWER & LIGHT
U.T.S. = UNITED TELEPHONE SERVICE
P = PLAT, M = MEASURED, C = CALCULATED, F = FIELD
S.I.P. = SET 5/8" IRON PIN WITH CAP STAMPED LB-43 24" LONG
F.I.P. = FOUND IRON PIN WITH CAP STAMPED LB-43
O F.I.P. = FOUND IRON PIN WITH CAP STAMPED 6753
S.C.M. = SET 4" X 4" CONCRETE MONUMENT 24" LONG STAMPED LB-43
F.C.M. = FOUND CONCRETE MONUMENT
D.H. = DRILL HOLES
Δ P.K. NAIL = PARKER KYLON NAIL
B.M. = BENCH MARK
P.C. = POINT OF CURVATURE, P.T. = POINT OF TANGENCY
8. PROPERTY LIES WITHIN FLOOD ZONE X PER FLOOD INSURANCE RATE MAPS COMMUNITY PANEL #120067 0215D DATED JUNE 3, 1986.

REVISED 06/19/01. ADDED SLAB LOC., TJA
F.B. L-2661, 37, N0701-BLA-003-GCS00

ACTIVITY	INITIALS	EMP.#	MO.	DAY	YR.
RESEARCH					
FIELD WORK/CREW CHIEF	GP	724	05	04	01
DRAFTED	WAG	831	04	26	01
CHECKED BY:	TJA	471	04	26	01
FIELD BOOK/PAGE					

APPROVED:
Thomas J. Anderson
THOMAS J. ANDERSON, P.S.M. #LS5804

WilsonMiller, Inc.
ENGINEERS • SURVEYORS • PLANNERS • ENVIRONMENTAL CONSULTANTS
LANDSCAPE ARCHITECTS • TRANSPORTATION CONSULTANTS
Wilson Professional Center
3200 Bailey Lane at Airport Road, Suite 200
Naples, Florida 34105 (941) 649-4040 Fax (941) 643-5716

DATE: 04/01
SCALE: 1"=30'
CLIENT: COLONIAL HOMES
DESCRIPTION: MAP OF BOUNDARY SURVEY
LOTS 3 & 4, BLOCK "A", HERITAGE GREENS,
PLAT BOOK 28, PAGES 78-94, COLLIER COUNTY, FLORIDA

CROSS REF. FILE NO.:	PROJECT NO. & WORK ORDER NO.:	SHEET NUMBER:	FILE NO.:
	N0701-BLA-003-GCS00	3 OF	2L-725

[P] PLOT PLAN/SURV LOTS 3 & 4 BLK "A". - 471[0.364]PF: 0701 1203 19-Jun-01 02:27 PM / 0701-471

EXHIBIT C

The Declaration of Protective Covenants, Restrictions and Easements for Colonial Links Villas at Heritage Greens and Amendments thereto, if any, adding prior phases have been recorded in the Public Records of Collier County, Florida as follows:

Phase	Date	O. R. Book	Page	Number of Lots
1	3/28/01	2797	1338	2
9	3/28/01	2797	1423	2
10	5/25/01	2831	1647	2
11	5/25/01	2831	1653	2
17	5/25/01	2831	1659	2
35	6/19/01	2845	624	2
34	6/19/01	2845	630	2
33	6/19/01	2845	636	2
6	6/19/01	2845	642	2

COLLIER COUNTY
COPY
CLERK OF THE CIRCUIT COURT

Total Number of Lots in Colonial Links Villas Before Phase 4 is added 18

Total Number of Lots in Phase 4 2

Total Number of Lots in Colonial Links Villas after Phase 4 is added 20

3235521 OR: 3363 PG: 0112
RECORDED in OFFICIAL RECORDS of COLLIER COUNTY, FL
08/07/2003 at 10:45AM DWIGHT B. BROCK, CLERK
REC FEE 28.50
COPIES 6.00
Retn:
STEPHEN D MCCANN
2180 IMMOKALEE RD #306
NAPLES FL 34110

Prepared by and
Return to:
Stephen D. McCann
2180 Immokalee Road
Suite 306
Naples, Florida 34110

AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS, RESTRICTIONS AND EASEMENTS FOR COLONIAL LINKS VILLAS AT HERITAGE GREENS TO ADD PHASE 5

THIS AMENDMENT TO THE DECLARATION OF PROTECTIVE COVENANTS, RESTRICTIONS AND EASEMENTS FOR COLONIAL LINKS VILLAS AT HERITAGE GREENS TO ADD PHASE 5 ("Amendment"), is made this 1st day of August, 2003, by COLONIAL HOMES, INC., a Florida Corporation ("Developer") as owner of the "Phase 5 Land" (as hereinafter defined).

WHEREAS, Developer has established Colonial Links Villas at Heritage Greens ("Colonial Links Villas"), according to the Declaration of Protective Covenants, Restrictions and Easements for Colonial Links Villas at Heritage Greens ("Declaration") recorded in Official Records Book 2797, Page 1338, of the Public Records of Collier County, Florida ("County"), and any amendments thereto adding prior phases, the recording information for which amendments is set forth on Exhibit C hereto; and

WHEREAS, Colonial Links Villas is a "Phase Project" as set forth in the Declaration; and

WHEREAS, the Declaration subjects to the provisions of the Declaration as the initial phase "Phase 1" and also provides for the subjecting to the provisions of the Declaration of Phases 2 through 37; and

WHEREAS, Developer desires to add Phase 5 as part of Colonial Links Villas;

NOW, THEREFORE, in consideration of the premises and covenants herein contained, Developer, as the owner in fee simple of the Phase 5 Land hereby declares:

1. The real property more particularly described in Exhibit A hereto and also described on Exhibit C to the Declaration ("Phase 5 Land") shall be owned, held, used, transferred, sold, conveyed, demised and occupied subject to the covenants, restrictions, easements, regulations, burdens and liens set forth in the Declaration and all amendments thereto, all of which shall run with Phase 5 Land and any part thereof and which shall be binding upon all parties having any right, title or interest in the Phase 5 Land or any part thereof, their heirs, successors and assigns.

2. The Phase 5 Land is added as a part of Colonial Links Villas pursuant to Paragraph 2 of the Declaration.

3. The effect of this Amendment shall be that Phase 5, together with other phases included in Colonial Links Villas pursuant to the Declaration or an amendment thereto, shall be, and the same shall constitute, Colonial Links Villas.

4. This Amendment shall become effective upon recording amongst the Public Records of the County.

IN WITNESS WHEREOF, Developer has hereunto set its hand and official seal on the date set forth below.

WITNESSES:

DENYCE D. DAVIS
Please Print Name

Ryan Jackson
Please Print Name

DEVELOPER:

COLONIAL HOMES, INC., a Florida Corporation

By: _____
Tony Persichilli,
Senior Vice President

Dated: 8-01-03

(CORPORATE SEAL)

COLLIER COUNTY
CLERK OF THE CIRCUIT COURT
COPY

STATE OF FLORIDA
SS:
COUNTY OF Lee

I HEREBY CERTIFY that on this day, personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, Tony Persichilli, as Senior Vice President of COLONIAL HOMES, INC., to me well known to be the person described in and who executed the foregoing instrument, and acknowledged before me that he executed same freely and voluntarily on behalf of said corporation for the purposes therein expressed. He is personally known to me or produced _____ _____ as identification.

IN WITNESS WHEREOF, I hereunto set my hand and official seal in the County and State aforesaid this 1st day of August, 2003

Notary Public

SEAL

LAURIE SOUSA
MY COMMISSION # DD 120229
EXPIRES July 7, 2006
Bonded Thru Notary Public Underwriters

State of Florida at Large

My Commission Expires:

EXHIBIT A

LEGAL DESCRIPTION

OF

PHASE 5 LAND

Lots 115 and 116, Block A of Heritage Greens, according to the Plat thereof recorded in Plat Book 28, Pages 78-94, of the Public Records of Collier County, Florida.

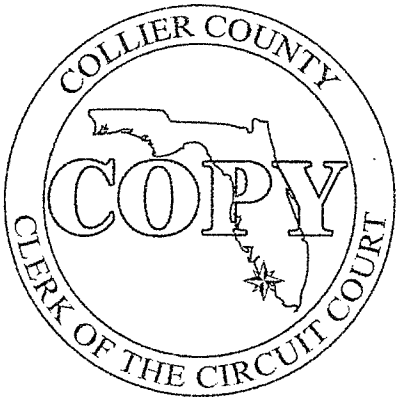
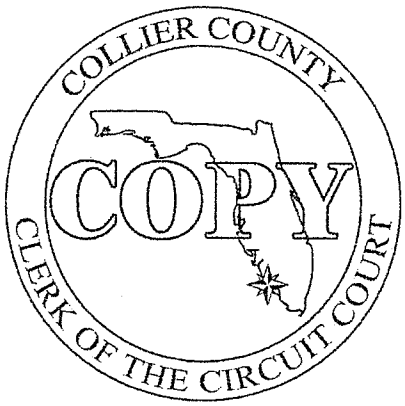
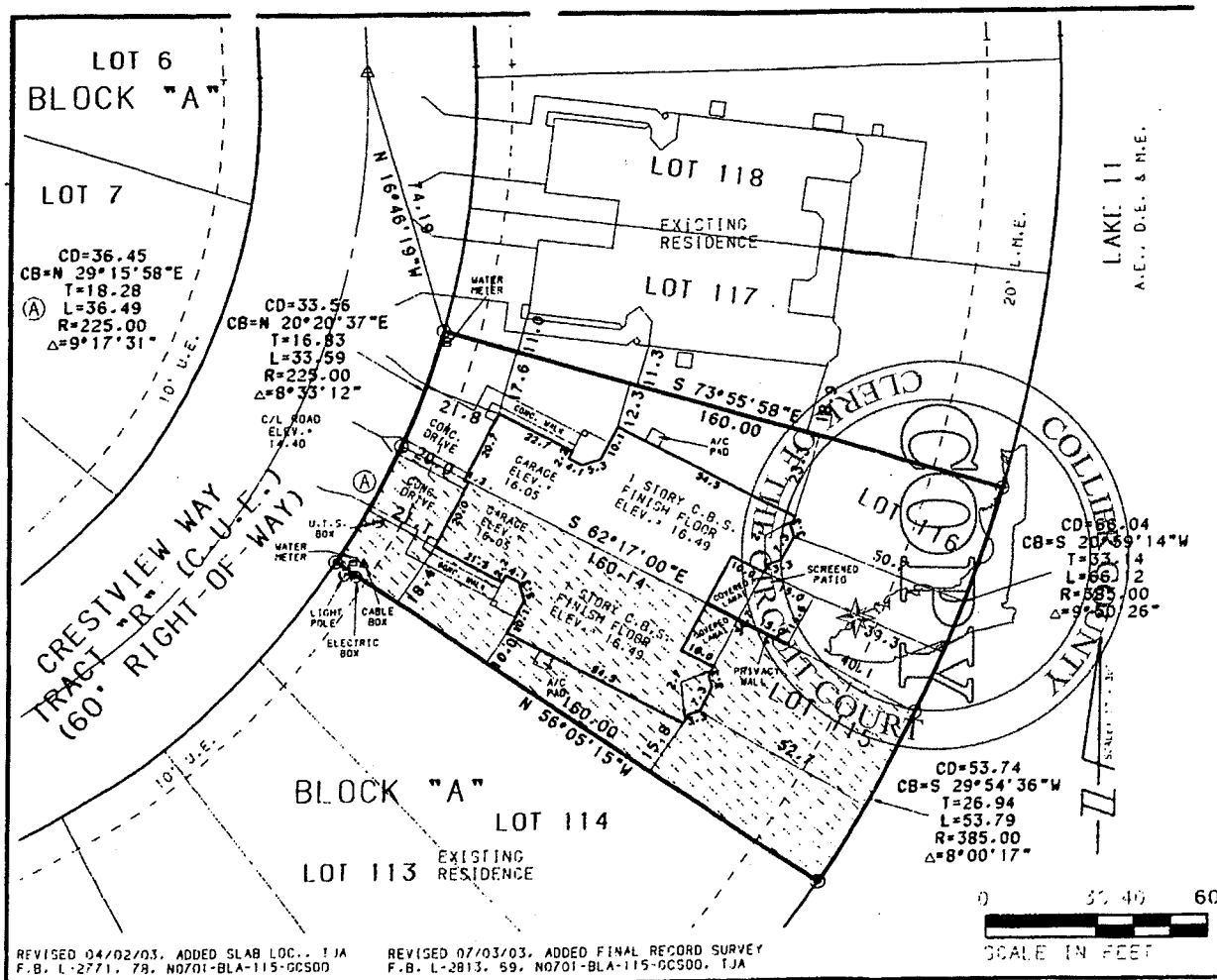


EXHIBIT B

SKETCH OF PHASE 5



03115



MAP OF BOUNDARY SURVEY OF LOT 115, BLOCK "A", HERITAGE GREENES, PLAT BOOK 28, PAGES 78-94, COLLIER COUNTY, FLORIDA.

PREPARED FOR: COLONIAL HOMES

FOR THE BENEFIT OF: LUIGI & LENA ZOTTI
BETA TITLE COMPANY INC.
STEWART TITLE GUARANTY COMPANY

WILSONMILLER, INC.
REGISTERED ENGINEERS AND LAND SURVEYORS
3200 BAILEY LANE, SUITE 200, (941) 263-6408
NAPLES, FLORIDA 34105
BY: Thomas J. Anderson
THOMAS J. ANDERSON, PROFESSIONAL SURVEYOR AND MAPPER #LS5804

7-3-2003
DATE OF SURVEY

CERTIFICATE OF AUTHORIZATION # LB-43

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

NO OTHER PERSON OR ENTITY MAY RELY UPON THIS SURVEY.

ABSTRACT NOT REVIEWED

THIS BOUNDARY SURVEY IS ONLY FOR THE LANDS AS DESCRIBED. IT IS NOT A CERTIFICATE OF TITLE, ZONING, EASEMENTS OR FREEDOM OF ENCUMBRANCES.

GENERAL NOTES:

BEARINGS ARE BASED ON THE COMMON LINE OF SAID LOTS 115 & 116, BEING NORTH 62°17'01" WEST.
UNLESS A COMPARISON IS MADE, MEASURED BEARINGS AND DISTANCES ARE IDENTICAL WITH PLAT VALUES.
DIMENSIONS ARE IN FEET ' AND DECIMALS . THEREOF.
DIMENSIONS ALONG CURVES ARE: Δ = DELTA, L = ARC LENGTH, CD = CHORD DISTANCE, T = TANGENT, R = RADIUS, CB = CHORD BEARING
ELEVATIONS ARE BASED ON NATIONAL GEODETIC VERTICAL DATUM, 1929, (N.G.V.D.)
LINES SHOWN OUTSIDE OF THE LAND DESCRIBED ARE FOR REFERENCE USE ONLY AND WERE NOT SURVEYED.
UNDERGROUND FOOTERS, ROOF OVERHANGS AND STUCCO FINISH WERE NOT TAKEN INTO CONSIDERATION IN PREPARATION OF THIS MAP.

Δ P.C.P. = PERMANENT CONTROL POINT
P.R.M. = PERMANENT REFERENCE MONUMENT
R/W = RIGHT-OF-WAY
CBS = CONCRETE BLOCK STRUCTURE
U.E. = UTILITY EASEMENT, D.E. = DRAINAGE EASEMENT
C.U.E. = COLLIER COUNTY UTILITY EASEMENT
EL. & ELEV. = ELEVATION
CL = CENTERLINE
RD. = ROAD
CONC. = CONCRETE
A/C = AIR CONDITIONER
F.P.L. = FLORIDA POWER & LIGHT
U.T.S. = UNITED TELEPHONE SERVICE
P = PLAT, M = MEASURED, C = CALCULATED, F = FIELD
S.I.P. = SET 5/8" IRON PIN WITH CAP STAMPED LB-43 24" LONG
F.I.P. = FOUND IRON PIN WITH CAP STAMPED LB-43
F.I.P. = FOUND IRON PIN WITH CAP STAMPED 6753
S.C.M. = SET 4" X 4" CONCRETE MONUMENT 24" LONG STAMPED LB-43
F.C.M. = FOUND CONCRETE MONUMENT
D.H. = DRILL HOLES
Δ P.K. NAIL = PARKER KYLON NAIL
B.M. = BENCH MARK
P.C. = POINT OF CURVATURE, P.T. = POINT OF TANGENCY

PROPERTY LIES WITHIN FLOOD ZONE X PER FLOOD INSURANCE RATE MAPS COMMUNITY PANEL #120067 0215D DATED JUNE 3, 1986.

REVISED 04/02/03, ADDED SLAB LOC., TJA
F.B. L-2771, 78, N0701-BLA-115-GCS00

REVISED 07/03/03, ADDED FINAL RECORD SURVEY
F.B. L-2813, 69, N0701-BLA-115-GCS00, TJA

ACTIVITY	INITIAL	EMP.#	MO.	DAY	YR.
RESEARCH					
FIELD WORK/FIELD CHIEF	JSM	364	05	20	02
DRAFTED	TJA	471	05	31	02
CHECKED BY:	JPM	275	06	25	02
FIELD BOOK/PAGE	L-2728, 45				

APPROVED:
Thomas J. Anderson
THOMAS J. ANDERSON, P.S.M. #LS5804

WilsonMiller, Inc.
ENGINEERS • SURVEYORS • PLANNERS • ENVIRONMENTAL CONSULTANTS & LANDSCAPE ARCHITECTS • TRANSPORTATION CONSULTANTS
3200 Bailey Lane, Suite 200, Naples, FL 34105 (941) 263-6408 Fax (941) 263-5021

DATE: 05/02
SCALE: 1"=30'

CLIENT: COLONIAL HOMES
DESCRIPTION: MAP OF BOUNDARY SURVEY
LOT 115, BLOCK "A", HRITAGE GREENS,
PLAT BOOK 28, PAGES 78-94, COLLIER COUNTY, FLORIDA

N0701-BLA-115-GCS00 115 of
2L-725

OR: 3363 PG: 0116

EXHIBIT C

The Declaration of Protective Covenants, Restrictions and Easements for Colonial Links Villas at Heritage Greens and Amendments thereto, if any, adding prior phases have been recorded in the Public Records of Collier County, Florida as follows:

Phase	Date	O. R. Book	Page	Number of Lots
1	3/28/01	2797	1338	2
9	3/28/01	2797	1423	2
10	5/25/01	2831	1647	2
11	5/25/01	2831	1653	2
17	5/25/01	2831	1659	2
35	6/19/01	2845	624	2
34	6/19/01	2845	630	2
33	6/19/01	2845	636	2
6	6/19/01	2845	642	2
4	9/20/01	2895	2876	2
37	9/20/01	2895	2882	2
36	9/20/01	2895	2888	2
18	9/20/01	2895	2894	2
8	9/20/01	2895	2900	2
7	9/20/01	2895	2906	2
16	11/16/01	2926	2546	2
14	11/16/01	2926	2552	2
13	11/16/01	2926	2558	2
12	11/16/01	2926	2564	2
19	12/31/01	2955	0506	2
3	04/19/02	3022	0006	2
20	04/19/02	3022	0012	2
15	04/19/02	3022	0018	2
22	04/23/02	3023	2602	2
2	04/23/02	3023	2608	2
21	06/21/02	3059	3397	2
24	07/29/02	3080	2246	2
25	07/29/02	3080	2254	2
32	09/27/02	3119	0785	2
31	09/27/02	3119	0791	2
30	09/27/02	3119	0797	2
28	11/11/02	3154	2655	2
29	12/13/02	3174	2674	2
27	12/13/02	3174	2680	2
26	12/13/02	3174	2686	2
23	12/13/02	3174	2692	2

COLLIER COUNTY
COPY
CLERK OF THE CIRCUIT COURT

Total Number of Lots in Colonial Links Villas Before Phase 5 is added 72

Total Number of Lots in Phase 5 2

Total Number of Lots in Colonial Links Villas after Phase 5 is added 74

2814315 OR: 2845 PG: 0642
RECORDED in OFFICIAL RECORDS of COLLIER COUNTY, FL
06/19/2001 at 01:27PM DWIGHT E. BROCK, CLERK
REC FEE 28.50
COPIES 6.00

Prepared by and
Return to:
Stephen D. McCann
2180 Immokalee Road
Suite 306
Naples, Florida 34110

Retn:
STEPHEN D MCCANN
2180 IMMOKALEE RD #306
NAPLES FL 34110

AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS, RESTRICTIONS AND EASEMENTS FOR COLONIAL LINKS AT HERITAGE GREENS TO ADD PHASE 6

THIS AMENDMENT TO THE DECLARATION OF PROTECTIVE COVENANTS, RESTRICTIONS AND EASEMENTS FOR COLONIAL LINKS VILLAS AT HERITAGE GREENS TO ADD PHASE 6 ("Amendment"), is made this 11th day of June, 2001, by COLONIAL HOMES, INC., a Florida Corporation ("Developer") as owner of the "Phase 6 Land" (as hereinafter defined).

WHEREAS, Developer has established Colonial Links Villas at Heritage Greens ("Colonial Links Villas"), according to the Declaration of Protective Covenants, Restrictions and Easements for Colonial Links Villas at Heritage Greens ("Declaration") recorded in Official Records Book 2797, Page 1338, of the Public Records of Collier County, Florida ("County"), and any amendments thereto adding prior phases, the recording information for which amendments is set forth on Exhibit C hereto; and

WHEREAS, Colonial Links Villas is a "Phase Project" as set forth in the Declaration; and

WHEREAS, the Declaration subjects to the provisions of the Declaration as the initial phase "Phase 1" and also provides for the subjecting to the provisions of the Declaration of Phases 2 through 37; and

WHEREAS, Developer desires to add Phase 6 as part of Colonial Links Villas;

NOW, THEREFORE, in consideration of the premises and covenants herein contained, Developer, as the owner in fee simple of the Phase 6 Land hereby declares:

1. The real property more particularly described in Exhibit A hereto and also described on Exhibit C to the Declaration ("Phase 6 Land") shall be owned, held, used, transferred, sold, conveyed, demised and occupied subject to the covenants, restrictions, easements, regulations, burdens and liens set forth in the Declaration and all amendments thereto, all of which shall run with Phase 6 Land and any part thereof and which shall be binding upon all parties having any right, title or interest in the Phase 6 Land or any part thereof, their heirs, successors and assigns.

2. The Phase 6 Land is added as a part of Colonial Links Villas pursuant to Paragraph 2 of the Declaration.

3. The effect of this Amendment shall be that Phase 6, together with other phases included in Colonial Links Villas pursuant to the Declaration or an amendment thereto, shall be, and the same shall constitute, Colonial Links Villas.

4. This Amendment shall become effective upon recording amongst the Public Records of the County.

COLLIER COUNTY
COPY
CLERK OF THE CIRCUIT COURT

IN WITNESS WHEREOF, Developer has hereunto set its hand and official seal on the date set forth below.

WITNESSES:

M Hahnes

M. Hahnes
Please Print Name

Tracy Hill

Tracy Hill
Please Print Name

DEVELOPER:

COLONIAL HOMES, INC., a Florida Corporation

By: _____
Tony Persichilli,
Division President

Dated: 6/11/01

(CORPORATE SEAL)

COLLIER COUNTY
COPY
CLERK OF THE CIRCUIT COURT

STATE OF FLORIDA)
SS:
COUNTY OF Lee)

I HEREBY CERTIFY that on this day, personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, Tony Persichilli, as Division President of COLONIAL HOMES, INC., to me well known to be the person described in and who executed the foregoing instrument, and acknowledged before me that he executed same freely and voluntarily on behalf of said corporation for the purposes therein expressed. He is personally known to me or produced _____ _____ as identification.

IN WITNESS WHEREOF, I hereunto set my hand and official seal in the County and State aforesaid this 11th day of June, 2001

Laurie Souss
Notary Public

Laurie Souss
My Commission CC767293
Expires July 7, 2002

SEAL

State of Florida at Large

My Commission Expires: 7/7/02

EXHIBIT A

LEGAL DESCRIPTION

OF

PHASE 6 LAND

Lots 95 and 96, Block A of Heritage Greens, according to the Plat thereof recorded in Plat Book 28, Pages 78-94, of the Public Records of Collier County, Florida.

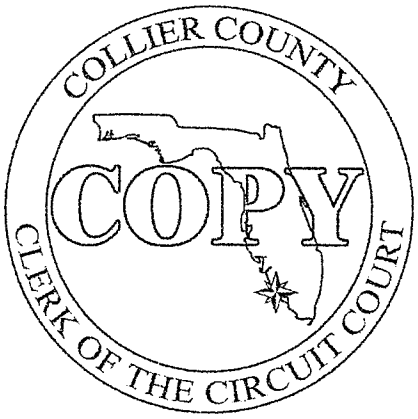
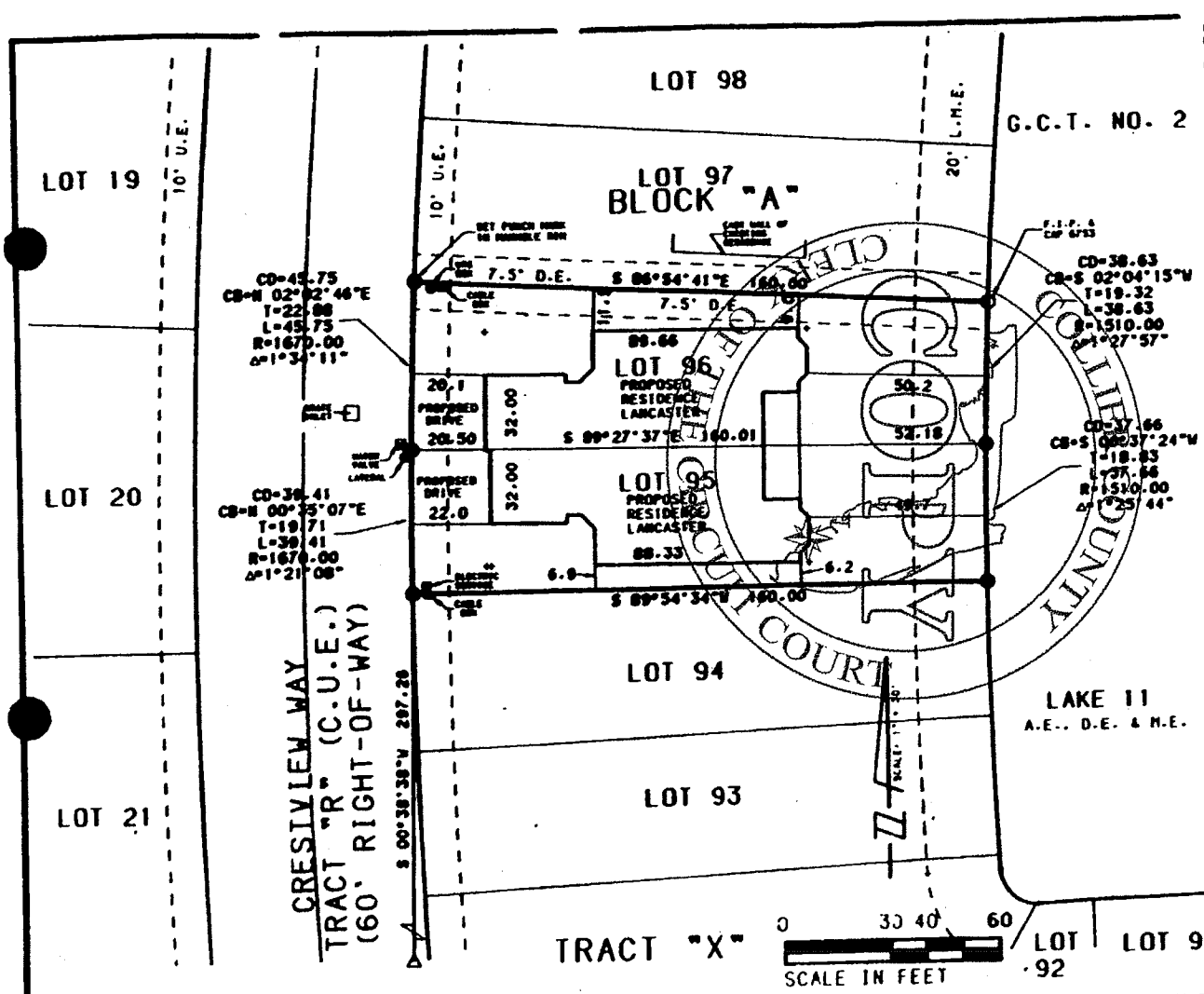


EXHIBIT B

SKETCH OF PHASE 6

COLLIER COUNTY
COPY
CLERK OF THE CIRCUIT COURT



MAP OF BOUNDARY SURVEY OF LOTS 95 & 96, BLOCK "A", HERITAGE GREENS, PLAT BOOK 28, PAGES 78-94, COLLIER COUNTY, FLORIDA.

PREPARED FOR: COLONIAL HOMES

FOR THE BENEFIT OF: COLONIAL HOMES

WILSONMILLER, INC.
REGISTERED ENGINEERS AND LAND SURVEYORS
3200 BAILEY LANE, SUITE 200, (941) 263-6400
NAPLES, FLORIDA 34105

BY: _____
JOHN P. MALONEY, PROFESSIONAL SURVEYOR AND MAPPER #LS4493

10-19-2000
DATE OF SURVEY

CERTIFICATE OF AUTHORIZATION # LB-43

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

NO OTHER PERSON OR ENTITY MAY RELY UPON THIS SURVEY.

ABSTRACT NOT REVIEWED

THIS BOUNDARY SURVEY IS ONLY FOR THE LANDS AS DESCRIBED. IT IS NOT A CERTIFICATE OF TITLE, ZONING, EASEMENTS OR FREEDOM OF ENCUMBRANCES.

GENERAL NOTES:

BEARINGS ARE BASED ON THE COMMON LINE OF SAID LOTS 95 & 96. BEING NORTH 89°27'37" WEST.
UNLESS A COMPARISON IS MADE, MEASURED BEARINGS AND DISTANCES ARE IDENTICAL WITH PLAT VALUES.
DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.
DIMENSIONS ALONG CURVES ARE: Δ = DELTA, L = ARC LENGTH, CD = CHORD DISTANCE, T = TANGENT, R = RADIUS, CB = CHORD BEARING.
ELEVATIONS ARE BASED ON NATIONAL GEODETIC VERTICAL DATUM 1929, (N.G.V.D.)
LINES SHOWN OUTSIDE OF THE LAND DESCRIBED ARE FOR REFERENCE USE ONLY AND WERE NOT SURVEYED.
UNDERGROUND FOOTERS, ROOF OVERHANGS AND STUCCO FINISH WERE NOT TAKEN INTO CONSIDERATION IN PREPARATION OF THIS MAP.
Δ P.C.P. = PERMANENT CONTROL POINT
P.R.M. = PERMANENT REFERENCE MONUMENT
R/W = RIGHT-OF-WAY
CBS = CONCRETE BLOCK STRUCTURE
U.E. = UTILITY EASEMENT, D.E. = DRAINAGE EASEMENT
C.U.E. = COLLIER COUNTY UTILITY EASEMENT
EL. & ELEV. = ELEVATION
CL = CENTERLINE
RD. = ROAD
CONC. = CONCRETE
A/C = AIR CONDITIONER
F.P.L. = FLORIDA POWER & LIGHT
U.T.S. = UNITED TELEPHONE SERVICE
P = PLAT, M = MEASURED, C = CALCULATED, F = FIELD
S.I.P. = SET 5/8" IRON PIN WITH CAP STAMPED LB-43 24" LONG
F.I.P. = FOUND IRON PIN WITH CAP STAMPED LB-43
O F.I.P. = FOUND IRON PIN WITH CAP STAMPED 6753
S.C.M. = SET 4" X 4" CONCRETE MONUMENT 24" LONG STAMPED LB-43
F.C.M. = FOUND CONCRETE MONUMENT
D.H. = DRILL HOLES
P.K. NAIL = PARKER KYLON NAIL
B.M. = BENCH MARK
P.C. = POINT OF CURVATURE, P.T. = POINT OF TANGENCY
PROPERTY LIES WITHIN FLOOD ZONE X PER FLOOD INSURANCE RATE MAPS COMMUNITY PANEL #120067 0215D DATED JUNE 3, 1986.

ACTIVITY	INITIALS	EMP.#	NO.	DAY	YR.
RESEARCH					
FIELD WORK/CREW CHIEF	JSM	864	10	19	00
DRAFTED	MAG	831	10	18	00
CHECKED BY:	JPM	275	10	18	00
FIELD BOOK/PAGE	L-2586, 52				

APPROVED:
JOHN P. MALONEY, P.S.M. #LS4493

WilsonMiller, Inc.
ENGINEERS • SURVEYORS • PLANNERS • ENVIRONMENTAL CONSULTANTS & LANDSCAPE ARCHITECTS • TRANSPORTATION CONSULTANTS
Wilson Professional Center
3200 Bailey Lane at Airport Road, Suite 200
Naples, Florida 34105 (941) 649-4040 Fax (941) 643-5716

DATE: 10/00
SCALE: 1"=30'
CLIENT: COLONIAL HOMES
DESCRIPTION: MAP OF BOUNDARY SURVEY
LOTS 95 & 96, BLOCK "A", HERITAGE GREENS, PLAT BOOK 28, PAGES 78-94, COLLIER COUNTY, FLORIDA
CROSS REF. FILE NO.:
PROJECT NO. & WORK ORDER NO.: 00701-BLA-095-GCS00
SHEET NUMBER: 95 of
FILE NO.: 2L-725

(P) PLOT PLAN/SURV LOTS 95-96 BLK "A". - 831(0.364)PF: 0701 1095 20-Oct-00 11:52 AM / D/DF-831

OR: 2845 PG: 0646

EXHIBIT C

The Declaration of Protective Covenants, Restrictions and Easements for Colonial Links Villas at Heritage Greens and Amendments thereto, if any, adding prior phases have been recorded in the Public Records of Collier County, Florida as follows:

Phase	Date	O. R. Book	Page	Number of Lots
1	3/28/01	2797	1338	2
9	3/28/01	2797	1423	2
10	5/25/01	2831	1647	2
11	5/25/01	2831	1653	2
17	5/25/01	2831	1659	2
35	6/19/01	2845	624	2
34	6/19/01	2845	630	2
33	6/19/01	2845	636	2

COLLIER COUNTY
COPY
CLERK OF THE CIRCUIT COURT

Total Number of Lots in Colonial Links Villas Before Phase 6 is added 16

Total Number of Lots in Phase 6 2

Total Number of Lots in Colonial Links Villas after Phase 6 is added 18

2860196 OR: 2895 PG: 2906
RECORDED in OFFICIAL RECORDS of COLLIER COUNTY, FL
09/20/2001 at 02:38PM DWIGHT B. BROCK, CLERK
REC FEE 20.50
COPIES 6.00

Prepared by and
Return to:
Stephen D. McCann
2180 Immokalee Road
Suite 306
Naples, Florida 34110

Ret:
STEPHEN D MCCANN
2180 IMMOKALEE RD #306
NAPLES FL 34110

AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS, RESTRICTIONS AND EASEMENTS FOR COLONIAL LINKS AT HERITAGE GREENS TO ADD PHASE 7

THIS AMENDMENT TO THE DECLARATION OF PROTECTIVE COVENANTS, RESTRICTIONS AND EASEMENTS FOR COLONIAL LINKS VILLAS AT HERITAGE GREENS TO ADD PHASE 7 ("Amendment"), is made this 17th day of September, 2001, by COLONIAL HOMES, INC., a Florida Corporation ("Developer") as owner of the "Phase 7 Land" (as hereinafter defined).

WHEREAS, Developer has established Colonial Links Villas at Heritage Greens ("Colonial Links Villas"), according to the Declaration of Protective Covenants, Restrictions and Easements for Colonial Links Villas at Heritage Greens ("Declaration") recorded in Official Records Book 2797, Page 1338, of the Public Records of Collier County, Florida ("County"), and any amendments thereto adding prior phases, the recording information for which amendments is set forth on Exhibit C hereto; and

WHEREAS, Colonial Links Villas is a "Phase Project" as set forth in the Declaration; and

WHEREAS, the Declaration subjects to the provisions of the Declaration as the initial phase "Phase 1" and also provides for the subjecting to the provisions of the Declaration of Phases 2 through 37; and

WHEREAS, Developer desires to add Phase 7 as part of Colonial Links Villas;

NOW, THEREFORE, in consideration of the premises and covenants herein contained, Developer, as the owner in fee simple of the Phase 7 Land hereby declares:

1. The real property more particularly described in Exhibit A hereto and also described on Exhibit C to the Declaration ("Phase 7 Land") shall be owned, held, used, transferred, sold, conveyed, demised and occupied subject to the covenants, restrictions, easements, regulations, burdens and liens set forth in the Declaration and all amendments thereto, all of which shall run with Phase 7 Land and any part thereof and which shall be binding upon all parties having any right, title or interest in the Phase 7 Land or any part thereof, their heirs, successors and assigns.

2. The Phase 7 Land is added as a part of Colonial Links Villas pursuant to Paragraph 2 of the Declaration.

3. The effect of this Amendment shall be that Phase 7, together with other phases included in Colonial Links Villas pursuant to the Declaration or an amendment thereto, shall be, and the same shall constitute, Colonial Links Villas.

4. This Amendment shall become effective upon recording amongst the Public Records of the County.

COLLIER COUNTY
CLERK OF THE CIRCUIT COURT
COPY

IN WITNESS WHEREOF, Developer has hereunto set its hand and official seal on the date set forth below.

WITNESSES:

DEVELOPER:

COLONIAL HOMES, INC., a Florida Corporation

By: _____
Tony Persichilli,
Senior Vice President

Dated: 9-17-01

Please Print Name

(CORPORATE SEAL)

Please Print Name

COLLIER COUNTY
COPY
CLERK OF COURT

COLONIAL HOMES, INC. CORPORATE SEAL

STATE OF FLORIDA
SS:
COUNTY OF Lee

I HEREBY CERTIFY that on this day, personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, Tony Persichilli, as Senior Vice President of COLONIAL HOMES, INC., to me well known to be the person described in and who executed the foregoing instrument, and acknowledged before me that he executed same freely and voluntarily on behalf of said corporation for the purposes therein expressed. He is personally known to me or produced _____ _____ as identification.

IN WITNESS WHEREOF, I hereunto set my hand and official seal in the County and State aforesaid this 17th day of September, 2001

Peggy Freshour
Notary Public

SEAL

State of Florida at Large

My Commission Expires:

PEGGY FRESHOUR
MY COMMISSION # CC 916869
EXPIRES: March 7, 2004
Bonded Thru Notary Public Underwriters

EXHIBIT A

LEGAL DESCRIPTION

OF

PHASE 7 LAND

Lots 93 and 94, Block A of Heritage Greens, according to the Plat thereof recorded in Plat Book 28, Pages 78-94, of the Public Records of Collier County, Florida.

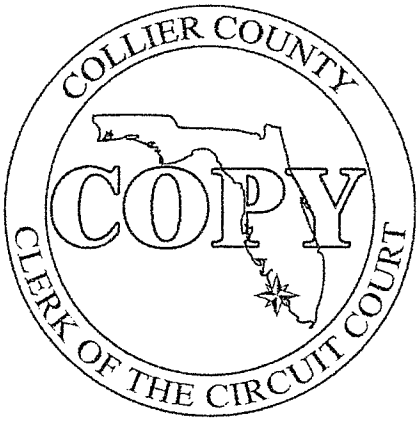
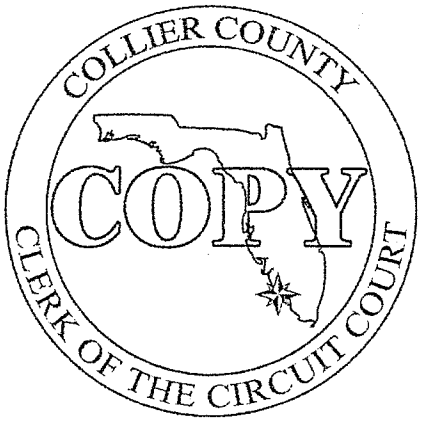
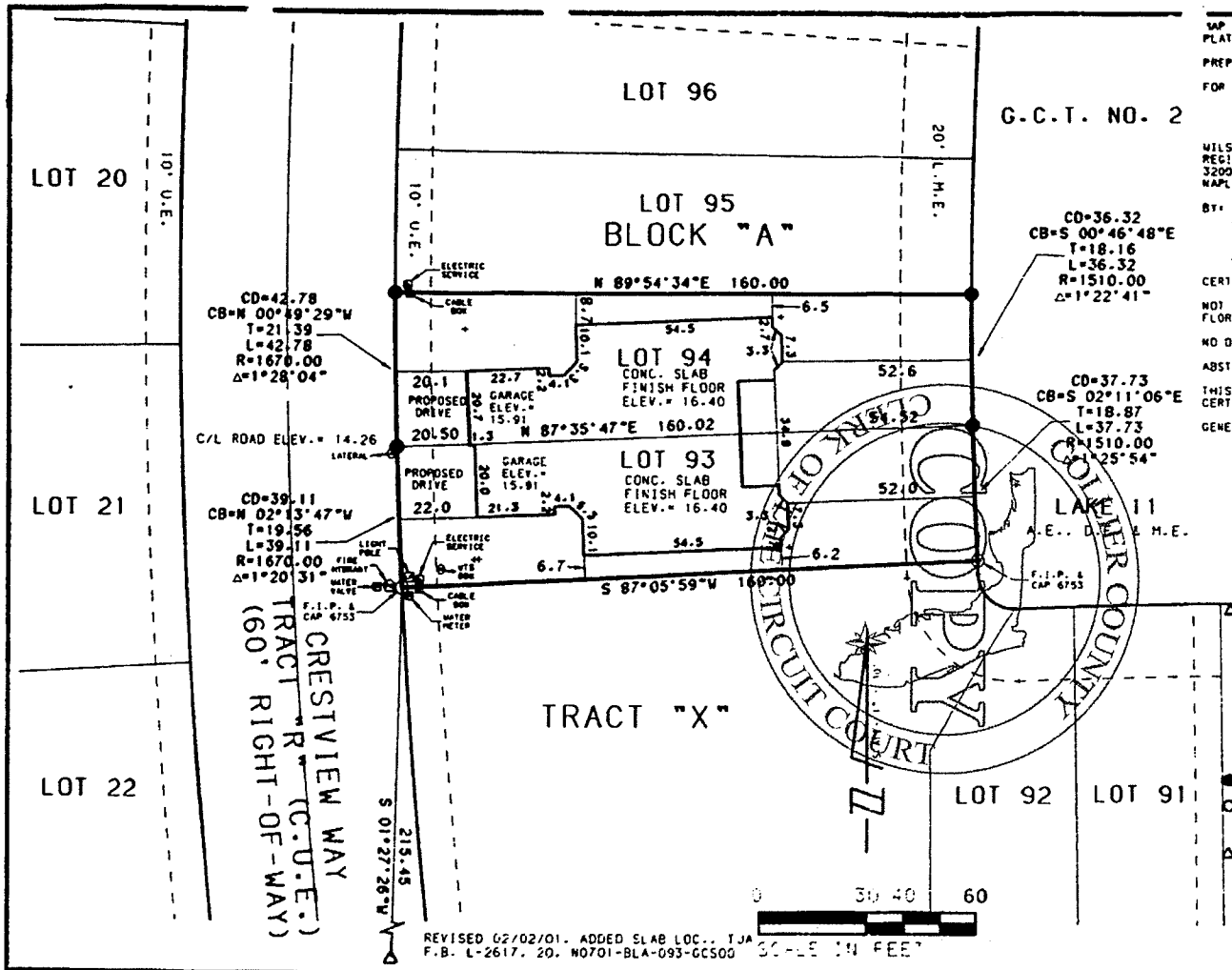


EXHIBIT B

SKETCH OF PHASE 7





REVISED 02/02/01. ADDED SLAB LOC.. TJA
F.B. L-2617, 20. N0701-BLA-093-GCS00

MAP OF BOUNDARY SURVEY OF LOTS 93 & 94 BLOCK "A", HERITAGE GREENS. PLAT BOOK 28, PAGES 78-94, COLLIER COUNTY, FLORIDA.

PREPARED FOR: COLONIAL HOMES

FOR THE BENEFIT OF: COLONIAL HOMES

WILSONMILLER, INC.
REGISTERED ENGINEERS AND LAND SURVEYORS
3200 BAILEY LANE, SUITE 200, (941) 263-6408
NAPLES, FLORIDA 34105

BY: John P. Maloney
JOHN P. MALONEY, PROFESSIONAL SURVEYOR AND MAPPER #LS4493

10-19-2000
DATE OF SURVEY

CERTIFICATE OF AUTHORIZATION # LB-43

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

NO OTHER PERSON OR ENTITY MAY RELY UPON THIS SURVEY.

ABSTRACT NOT REVIEWED

THIS BOUNDARY SURVEY IS ONLY FOR THE LANDS AS DESCRIBED. IT IS NOT A CERTIFICATE OF TITLE, ZONING, EASEMENTS OR FREEDOM OF ENCUMBRANCES.

GENERAL NOTES:

BEARINGS ARE BASED ON THE COMMON LINE OF SAID LOTS 93 & 94. BEING SOUTH 87°35'47" WEST.
UNLESS A COMPARISON IS MADE, MEASURED BEARINGS AND DISTANCES ARE IDENTICAL WITH PLAT VALUES.
DIMENSIONS ARE IN FEET ' AND DECIMALS . THEREOF.
DIMENSIONS ALONG CURVES ARE: Δ = DELTA, L = ARC LENGTH.
CD = CHORD DISTANCE, T = TANGENT, R = RADIUS, CB = CHORD BEARING
ELEVATIONS ARE BASED ON NATIONAL GEODETIC VERTICAL DATUM. 1929. (N.G.V.D.)
LINES SHOWN OUTSIDE OF THE LAND DESCRIBED ARE FOR REFERENCE USE ONLY AND WERE NOT SURVEYED.
UNDERGROUND FOOTERS, ROOF OVERHANGS AND STUCCO FINISH WERE NOT TAKEN INTO CONSIDERATION IN PREPARATION OF THIS MAP.

△ P.C.P. = PERMANENT CONTROL POINT
P.R.M. = PERMANENT REFERENCE MONUMENT
R/W = RIGHT-OF-WAY
CBS = CONCRETE BLOCK STRUCTURE
U.E. = UTILITY EASEMENT, D.E. = DRAINAGE EASEMENT
C.U.E. = COLLIER COUNTY UTILITY EASEMENT
EL. & ELEV. = ELEVATION
CL = CENTERLINE
RD. = ROAD
CONC. = CONCRETE
A/C = AIR CONDITIONER
F.P.L. = FLORIDA POWER & LIGHT
U.T.S. = UNITED TELEPHONE SERVICE
P = PLAT, M = MEASURED, C = CALCULATED, F = FIELD
● S.I.P. = SET 5/8" IRON PIN WITH CAP STAMPED LB-43 24" LONG
F.I.P. = FOUND IRON PIN WITH CAP STAMPED LB-43
○ F.I.P. = FOUND IRON PIN WITH CAP STAMPED 6753
S.C.M. = SET 4" X 4" CONCRETE MONUMENT 24" LONG STAMPED LB-43
F.C.M. = FOUND CONCRETE MONUMENT
D.H. = DRILL HOLES
△ P.K. NAIL = PARKER KYLON NAIL
B.M. = BENCH MARK
P.C. = POINT OF CURVATURE, P.T. = POINT OF TANGENCY
PROPERTY LIES WITHIN FLOOD ZONE X PER FLOOD INSURANCE RATE MAPS COMMUNITY PANEL #120067 0215C DATED JUNE 3, 1986.

ACTIVITY	INITIALS	EMP.#	MO.	DAY	YR.
RESEARCH					
FIELD WORK/CREW CHIEF	JSM	864	10	19	00
DRAFTED	WAG	831	10	18	00
CHECKED BY:	JPM	275	10	18	00
FIELD BOOK/PAGE	L-2588, 52				

APPROVED:
John P. Maloney
JOHN P. MALONEY, P.S.M.#LS4493

WilsonMiller, Inc.
ENGINEERS • SURVEYORS • PLANNERS • ENVIRONMENTAL CONSULTANTS
LANDSCAPE ARCHITECTS • TRANSPORTATION CONSULTANTS
Naples Professional Park Center
3200 Bailey Lane, Suite 200
Naples, Florida 34105 (941) 263-6408 Fax (941) 643-1240 LB #43

DATE: 10/00
SCALE: 1"=30'

CLIENT: COLONIAL HOMES
DESCRIPTION: MAP OF BOUNDARY SURVEY
LOTS 93 & 94, BLOCK "A", HERITAGE GREENS,
PLAT BOOK 28, PAGES 78-94, COLLIER COUNTY, FLORIDA

CROSS REF. FILE NAME: PROJECT NO. & MAP SHEET NO: N0701-BLA-093-GCS00 SHEET NUMBER: 93 OF 2L-725 FILE NO.:

THE PLOT PLAN IS OF LOTS 93-94 BLK "A", - AT 10:26:36AM BY OPER 1093 ON 25-Feb-01 08:45 AM / 0701-471

OR: 2895 PG: 2910

EXHIBIT C

The Declaration of Protective Covenants, Restrictions and Easements for Colonial Links Villas at Heritage Greens and Amendments thereto, if any, adding prior phases have been recorded in the Public Records of Collier County, Florida as follows:

Phase	Date	O. R. Book	Page	Number of Lots
1	3/28/01	2797	1338	2
9	3/28/01	2797	1423	2
10	5/25/01	2831	1647	2
11	5/25/01	2831	1653	2
17	5/25/01	2831	1659	2
35	6/19/01	2845	624	2
34	6/19/01	2845	630	2
33	6/19/01	2845	636	2
6	6/19/01	2845	642	2
4	9/20/01	2895	2876	2
37	9/20/01	2895	2887	2
36	9/20/01	2895	2888	2
18	9/20/01	2895	2894	2
8	9/20/01	2895	2908	2

COLLIER COUNTY
COPY
CLERK OF THE CIRCUIT COURT

Total Number of Lots in Colonial Links Villas Before Phase 7 is added 28

Total Number of Lots in Phase 7 2

Total Number of Lots in Colonial Links Villas after Phase 7 is added 30

2860195 OR: 2895 PG: 2900
RECORDED in OFFICIAL RECORDS of COLLIER COUNTY, FL
09/20/2001 at 02:38PM DWIGHT B. BROCK, CLERK
REC FEE 28.50
COPIES 6.00

Prepared by and
Return to:
Stephen D. McCann
2180 Immokalee Road
Suite 306
Naples, Florida 34110

Retn:
STEPHEN D MCCANN
2180 IMMOKALEE RD #306
NAPLES FL 34110

AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS, RESTRICTIONS AND EASEMENTS FOR COLONIAL LINKS AT HERITAGE GREENS TO ADD PHASE 8

THIS AMENDMENT TO THE DECLARATION OF PROTECTIVE COVENANTS, RESTRICTIONS AND EASEMENTS FOR COLONIAL LINKS VILLAS AT HERITAGE GREENS TO ADD PHASE 8 ("Amendment"), is made this 17th day of September, 2001, by COLONIAL HOMES, INC., a Florida Corporation ("Developer") as owner of the "Phase 8 Land" (as hereinafter defined).

WHEREAS, Developer has established Colonial Links Villas at Heritage Greens ("Colonial Links Villas"), according to the Declaration of Protective Covenants, Restrictions and Easements for Colonial Links Villas at Heritage Greens ("Declaration") recorded in Official Records Book 2797, Page 1338, of the Public Records of Collier County, Florida ("County"), and any amendments thereto adding prior phases, the recording information for which amendments is set forth on Exhibit C hereto; and

WHEREAS, Colonial Links Villas is a "Phase Project" as set forth in the Declaration; and

WHEREAS, the Declaration subjects to the provisions of the Declaration as the initial phase "Phase 1," and also provides for the subjecting to the provisions of the Declaration of Phases 2 through 37; and

WHEREAS, Developer desires to add Phase 8 as part of Colonial Links Villas;

NOW, THEREFORE, in consideration of the premises and covenants herein contained, Developer, as the owner in fee simple of the Phase 8 Land hereby declares:

1. The real property more particularly described in Exhibit A hereto and also described on Exhibit C to the Declaration ("Phase 8 Land") shall be owned, held, used, transferred, sold, conveyed, demised and occupied subject to the covenants, restrictions, easements, regulations, burdens and liens set forth in the Declaration and all amendments thereto, all of which shall run with Phase 8 Land and any part thereof and which shall be binding upon all parties having any right, title or interest in the Phase 8 Land or any part thereof, their heirs, successors and assigns.

2. The Phase 8 Land is added as a part of Colonial Links Villas pursuant to Paragraph 2 of the Declaration.

3. The effect of this Amendment shall be that Phase 8, together with other phases included in Colonial Links Villas pursuant to the Declaration or an amendment thereto, shall be, and the same shall constitute, Colonial Links Villas.

4. This Amendment shall become effective upon recording amongst the Public Records of the County.

IN WITNESS WHEREOF, Developer has hereunto set its hand and official seal on the date set forth below.

WITNESSES:

Please Print Name

Please Print Name

DEVELOPER:

COLONIAL HOMES, INC., a Florida Corporation

By: _____
Tony Persichilli,
Senior Vice President

Dated: 9-17-01

(CORPORATE SEAL)

COLONIAL HOMES, INC. CORPORATE SEAL

COLLIER COUNTY COPY CERTIFIED COPY CLERK OF THE CIRCUIT COURT

STATE OF FLORIDA
SS:
COUNTY OF Lee

I HEREBY CERTIFY that on this day, personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, Tony Persichilli, as Senior Vice President of COLONIAL HOMES, INC., to me well known to be the person described in and who executed the foregoing instrument, and acknowledged before me that he executed same freely and voluntarily on behalf of said corporation for the purposes therein expressed. He is personally known to me or produced _____ _____ as identification.

IN WITNESS WHEREOF, I hereunto set my hand and official seal in the County and State aforesaid this 17th day of September, 2001

Peggy Freshour
Notary Public

SEAL

State of Florida at Large

My Commission Expires:

PEGGY FRESHOUR
MY COMMISSION # CC 915869
EXPIRES: March 7, 2004
Bonded Thru Notary Public Underwriters

EXHIBIT A

LEGAL DESCRIPTION

OF

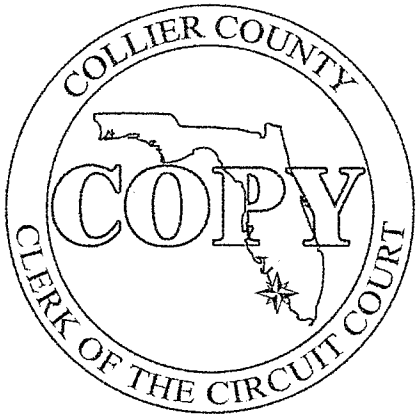
PHASE 8 LAND

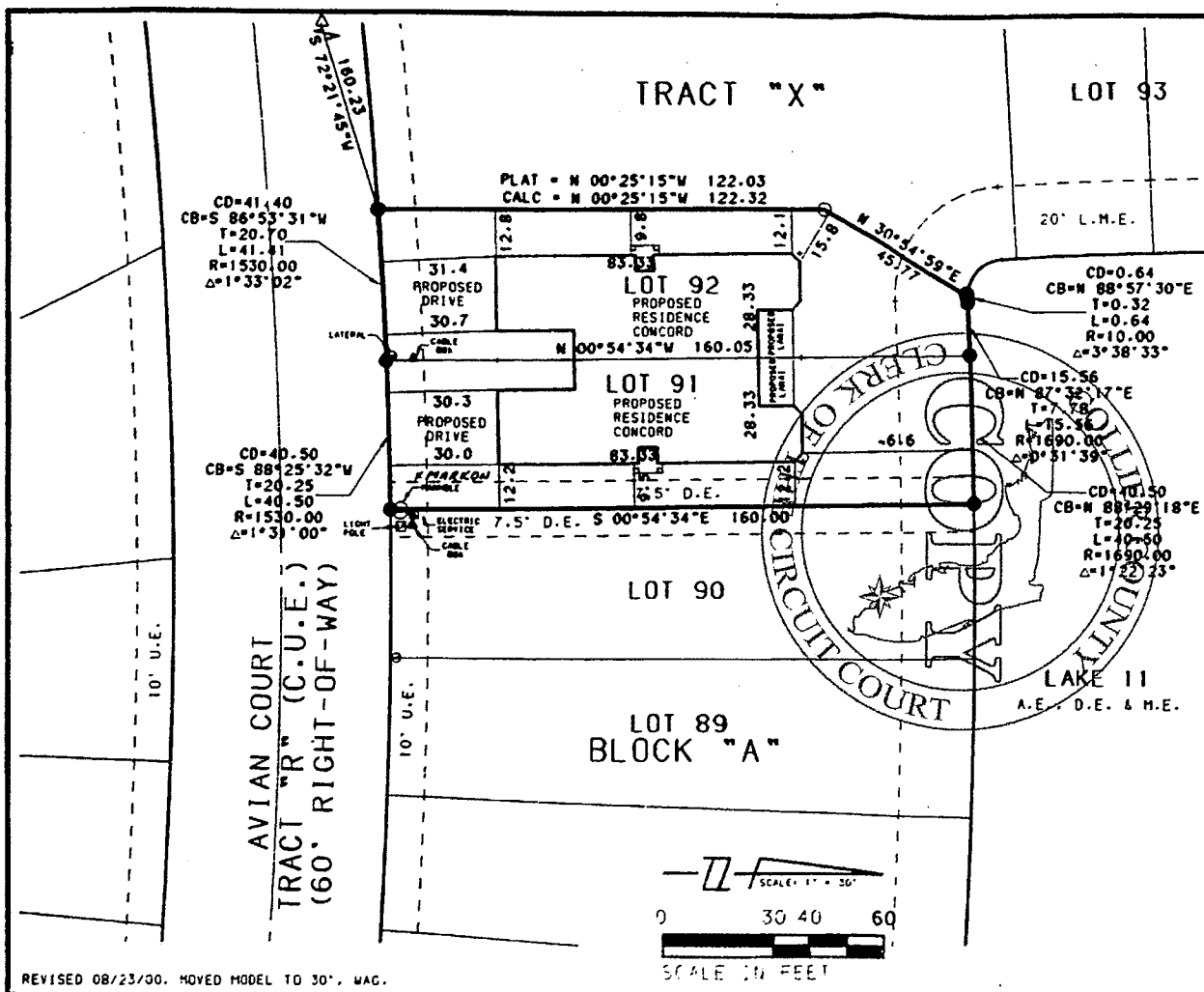
Lots 91 and 92, Block A of Heritage Greens, according to the Plat thereof recorded in Plat Book 28, Pages 78-94, of the Public Records of Collier County, Florida.

COLLIER COUNTY
COPY
CLERK OF THE CIRCUIT COURT

EXHIBIT B

SKETCH OF PHASE 8





MAP OF BOUNDARY SURVEY OF LOTS 91 & 92, BLOCK "A", HERITAGE GREENS. PLAT BOOK 28, PAGES 78-94, COLLIER COUNTY, FLORIDA.

PREPARED FOR: COLONIAL HOMES

FOR THE BENEFIT OF: COLONIAL HOMES

WILSONMILLER, INC.
REGISTERED ENGINEERS AND LAND SURVEYORS
3200 BAILEY LANE, SUITE 200, (941) 263-6408
NAPLES, FLORIDA 34105

BY: John P. Malone
JOHN P. MALONEY, PROFESSIONAL SURVEYOR AND MAPPER #LS4493

7.24.00
DATE OF SURVEY

CERTIFICATE OF AUTHORIZATION # LB-43

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

NO OTHER PERSON OR ENTITY MAY RELY UPON THIS SURVEY.

ABSTRACT NOT REVIEWED

THIS BOUNDARY SURVEY IS ONLY FOR THE LANDS AS DESCRIBED. IT IS NOT A CERTIFICATE OF TITLE, ZONING, EASEMENTS OR FREEDOM OF ENCUMBRANCES.

GENERAL NOTES:

BEARINGS ARE BASED ON THE COMMON LINE OF SAID LOTS 91 & 92, BEING NORTH 00°54'34" WEST.
UNLESS A COMPARISON IS MADE, MEASURED BEARINGS AND DISTANCES ARE IDENTICAL WITH PLAT VALUES.
DIMENSIONS ARE IN FEET ' AND DECIMALS - THEREOF.
DIMENSIONS ALONG CURVES ARE: Δ = DELTA, L = ARC LENGTH, CD = CHORD DISTANCE, T = TANGENT, R = RADIUS, CB = CHORD BEARING
ELEVATIONS ARE BASED ON NATIONAL GEODETIC VERTICAL DATUM, 1929, (N.G.V.D.)
LINES SHOWN OUTSIDE OF THE LAND DESCRIBED ARE FOR REFERENCE USE ONLY AND WERE NOT SURVEYED.
UNDERGROUND FOOTERS, ROOF OVERHANGS AND STUCCO FINISH WERE NOT TAKEN INTO CONSIDERATION IN PREPARATION OF THIS MAP.
Δ P.C.P. = PERMANENT CONTROL POINT
P.R.M. = PERMANENT REFERENCE MONUMENT
R/W = RIGHT-OF-WAY
CBS = CONCRETE BLOCK STRUCTURE
U.E. = UTILITY EASEMENT, D.E. = DRAINAGE EASEMENT
C.U.E. = COLLIER COUNTY UTILITY EASEMENT
EL. & ELEV. = ELEVATION
CL = CENTERLINE
RD. = ROAD
CONC. = CONCRETE
A/C = AIR CONDITIONER
F.P.L. = FLORIDA POWER & LIGHT
U.T.S. = UNITED TELEPHONE SERVICE
P = PLAT, M = MEASURED, C = CALCULATED, F = FIELD
● S.I.P. = SET 5/8" IRON PIN WITH CAP STAMPED LB-43 24" LONG
F.I.P. = FOUND IRON PIN WITH CAP STAMPED LB-43
F.I.P. = FOUND IRON PIN WITH CAP STAMPED 6753
S.C.M. = SET 4" X 4" CONCRETE MONUMENT 24" LONG STAMPED LB-43
F.C.M. = FOUND CONCRETE MONUMENT
D.H. = DRILL HOLES
Δ P.K. NAIL = PARKER KYLON NAIL
B.M. = BENCH MARK
P.C. = POINT OF CURVATURE, P.T. = POINT OF TANGENCY
PROPERTY LIES WITHIN FLOOD ZONE X PER FLOOD INSURANCE RATE MAPS COMMUNITY PANEL #120067 0215D DATED JUNE 3, 1986.

REVISED 08/23/00. MOVED MODEL TO 30', WAG.

ACTIVITY	INITIALS	EMP. #	MO.	DAY	YR.
RESEARCH					
FIELD WORK/CREW CHIEF	JSM	864	07	24	00
DRAFTED	WAG	831	08	03	00
CHECKED BY:	JPM	275	08	03	00
FIELD BOOK/PAGE	L-2588, 4-5				

APPROVED:
John P. Maloney
JOHN P. MALONEY, P.S.M. #LS4493

WilsonMiller, Inc.
ENGINEERS • PLANNERS • ENVIRONMENTAL CONSULTANTS • LANDSCAPE ARCHITECTS • TRANSPORTATION CONSULTANTS
Mission Professional Center
3200 Bailey Lane at Airport Road, Suite 200
Naples, Florida 34105 (941) 263-6408 Fax (941) 643-5716

DATE: 08/00
SCALE: 1"=30'
CLIENT: COLONIAL HOMES
DESCRIPTION: MAP OF BOUNDARY SURVEY
LOTS 91 & 92, BLOCK "A", HERITAGE GREENS.
PLAT BOOK 28, PAGES 78-94, COLLIER COUNTY, FLORIDA

CROSS REF. FILE NO.:	PROJECT NO. & ORP ORDER NO.:	SHEET & PROJ. FILE NO.:
	N0701-BLA-091-GC500	91 OF 2L-725

OR: 2895 PG: 2904

EXHIBIT C

The Declaration of Protective Covenants, Restrictions and Easements for Colonial Links Villas at Heritage Greens and Amendments thereto, if any, adding prior phases have been recorded in the Public Records of Collier County, Florida as follows:

Phase	Date	O. R. Book	Page	Number of Lots
1	3/28/01	2797	1338	2
9	3/28/01	2797	1423	2
10	5/25/01	2831	1647	2
11	5/25/01	2831	1653	2
17	5/25/01	2831	1659	2
35	6/19/01	2845	624	2
34	6/19/01	2845	630	2
33	6/19/01	2845	636	2
6	6/19/01	2845	642	2
4	9/20/01	2895	2876	2
37	9/20/01	2895	2882	2
36	9/20/01	2895	2888	2
18	9/20/01	2895	2894	2

COLLIER COUNTY
COPY
CLERK OF THE CIRCUIT COURT

Total Number of Lots in Colonial Links Villas Before Phase 8 is added 26

Total Number of Lots in Phase 8 2

Total Number of Lots in Colonial Links Villas after Phase 8 is added 28

2770065 OR: 2797 PG: 1423
RECORDED in OFFICIAL RECORDS of COLLIER COUNTY, FL
03/28/2001 at 02:45PM DWIGHT B. BROCK, CLERK
REC FEE 28.50
COPIES 6.00
Retn:
STEPHEN D MCCANN
2180 IMMOKALEE RD #306
NAPLES FL 34110

Prepared by and
Return to:
Stephen D. McCann
2180 Immokalee Road
Suite 306
Naples, Florida 34110

AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS, RESTRICTIONS AND EASEMENTS FOR COLONIAL LINKS AT HERITAGE GREENS TO ADD PHASE 9

THIS AMENDMENT TO THE DECLARATION OF PROTECTIVE COVENANTS, RESTRICTIONS AND EASEMENTS FOR COLONIAL LINKS VILLAS AT HERITAGE GREENS TO ADD PHASE 9 ("Amendment"), is made this 23rd day of March, 2001, by COLONIAL HOMES, INC., a Florida Corporation ("Developer") as owner of the "Phase 9 Land" (as hereinafter defined).

WHEREAS, Developer has established Colonial Links Villas at Heritage Greens ("Colonial Links Villas"), according to the Declaration of Protective Covenants, Restrictions and Easements for Colonial Links Villas at Heritage Greens ("Declaration") recorded in Official Records Book 2797, Page 1338, of the Public Records of Collier County, Florida ("County"), and any amendments thereto adding prior phases, the recording information for which amendments is set forth on Exhibit C hereto; and

WHEREAS, Colonial Links Villas is a "Phase Project" as set forth in the Declaration; and

WHEREAS, the Declaration subjects to the provisions of the Declaration as the initial phase "Phase 1," and also provides for the subjecting to the provisions of the Declaration of Phases 2 through 37; and

WHEREAS, Developer desires to add Phase 9 as part of Colonial Links Villas;

NOW, THEREFORE, in consideration of the premises and covenants herein contained, Developer, as the owner in fee simple of the Phase 9 Land hereby declares:

1. The real property more particularly described in Exhibit A hereto and also described on Exhibit C to the Declaration ("Phase 9 Land") shall be owned, held, used, transferred, sold, conveyed, demised and occupied subject to the covenants, restrictions, easements, regulations, burdens and liens set forth in the Declaration and all amendments thereto, all of which shall run with Phase 9 Land and any part thereof and which shall be binding upon all parties having any right, title or interest in the Phase 9 Land or any part thereof, their heirs, successors and assigns.

2. The Phase 9 Land is added as a part of Colonial Links Villas pursuant to Paragraph 2 of the Declaration.

3. The effect of this Amendment shall be that Phase 9, together with other phases included in Colonial Links Villas pursuant to the Declaration or an amendment thereto, shall be, and the same shall constitute, Colonial Links Villas.

4. This Amendment shall become effective upon recording amongst the Public Records of the County.

COLLIER COUNTY
COPY
CLERK OF THE CIRCUIT COURT

IN WITNESS WHEREOF, Developer has hereunto set its hand and official seal on the date set forth below.

WITNESSES:

DEVELOPER:

COLONIAL HOMES, INC., a Florida Corporation

Kathy Polo

Kathy Polo

Please Print Name

By: _____
Tony Persichilli,
Division President

Dated: 3/23/01

M. Heh

Monika Hehns

Please Print Name

(CORPORATE SEAL)

COLLIER COUNTY
COPY
CLERK OF THE CIRCUIT COURT

STATE OF FLORIDA)
SS
COUNTY OF Lee

I HEREBY CERTIFY that on this day, personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, Anthony Persichilli as Division President of COLONIAL HOMES, INC., to me well known to be the person described in and who executed the foregoing instrument, and acknowledged before me that he executed same freely and voluntarily on behalf of said corporation for the purposes therein expressed. Anthony P. is personally known to me or produced _____ as identification.

IN WITNESS WHEREOF, I hereunto set my hand and official seal in the County and State aforesaid this 23rd day of March, 2001.

Laurie Sousa
CC757293
Expires July 7, 2002

Laurie Sousa
Notary Public

SEAL

State of Florida at Large

My Commission Expires:

EXHIBIT A

LEGAL DESCRIPTION

OF

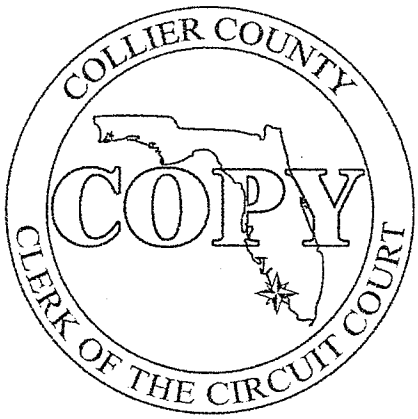
PHASE 9 LAND

Lots 89 and 90, Block A of Heritage Greens, according to the Plat thereof recorded in Plat Book 28, Pages 78-94, of the Public Records of Collier County, Florida.

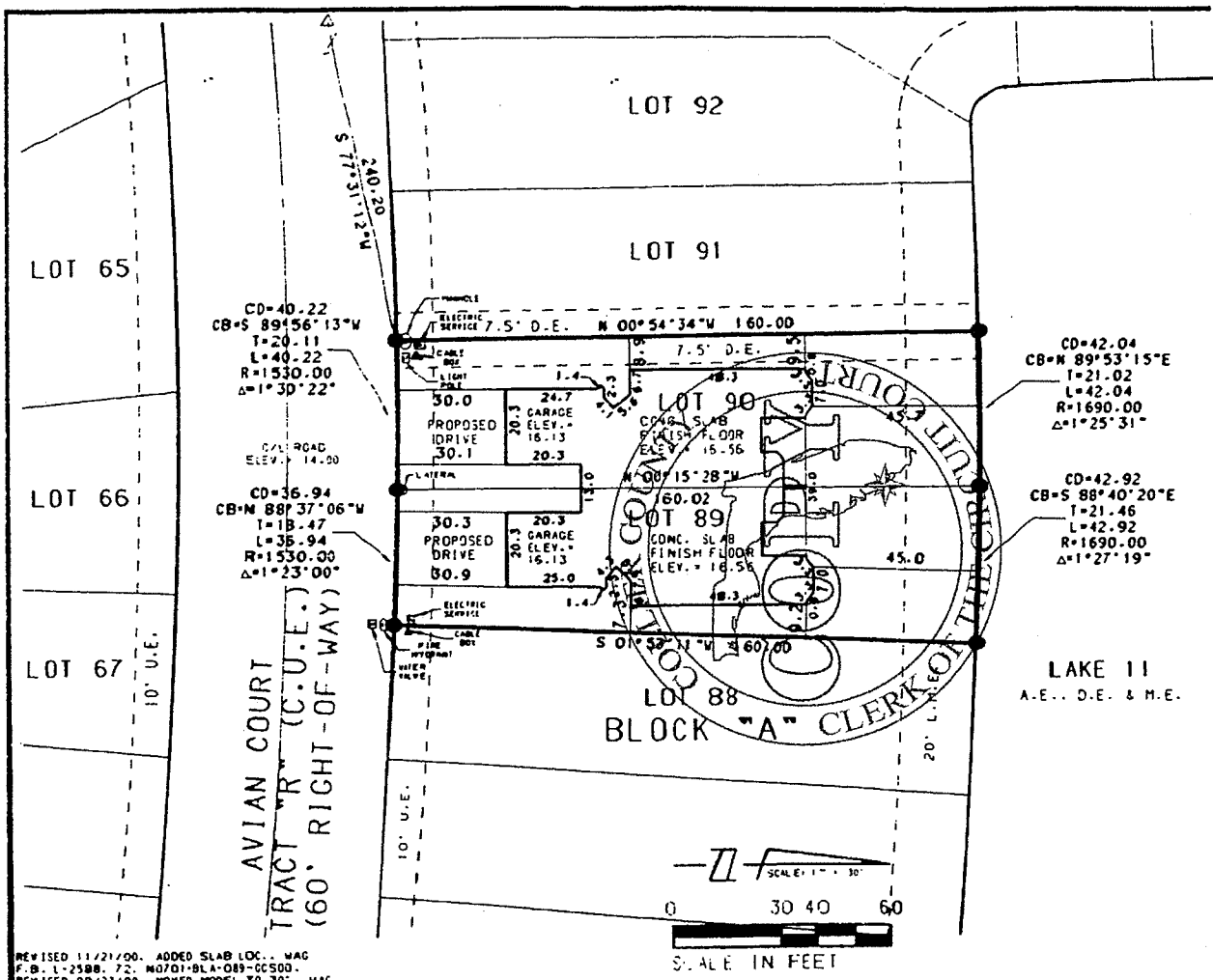
COLLIER COUNTY
COPY
CLERK OF THE CIRCUIT COURT

EXHIBIT B

SKETCH OF PHASE 9



OR: 2797 PG: 1427



MAP OF BOUNDARY SURVEY OF LOTS 89 & 90, BLOCK "A", HERITAGE GREENS, PLAT BOOK 28, PAGES 78-94, COLLIER COUNTY, FLORIDA.

PREPARED FOR: COLONIAL HOMES

FOR THE BENEFIT OF: COLONIAL HOMES

WILSONMILLER, INC.
REGISTERED ENGINEERS AND LAND SURVEYORS
3200 BAILEY LANE, SUITE 200 (941) 263-5408
NAPLES, FLORIDA 34105

BY: Thomas J. Anderson
THOMAS J. ANDERSON, PROFESSIONAL SURVEYOR AND MAPPER #LS5804

7-24-2000
DATE OF SURVEY

CERTIFICATE OF AUTHORIZATION # LB-43

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

NO OTHER PERSON OR ENTITY MAY RELY UPON THIS SURVEY.

ABSTRACT NOT REVIEWED

THIS BOUNDARY SURVEY IS ONLY FOR THE LANDS AS DESCRIBED. IT IS NOT A CERTIFICATE OF TITLE, ZONING, EASEMENTS OR FREEDOM OF ENCUMBRANCES.

GENERAL NOTES:

BEARINGS ARE BASED ON THE COMMON LINE OF SAID LOTS 89 & 90, BEING NORTH 00°15'28" WEST.
UNLESS A COMPARISON IS MADE, MEASURED BEARINGS AND DISTANCES ARE IDENTICAL WITH PLAT VALUES.
DIMENSIONS ARE IN FEET ' AND DECIMALS . THEREOF.
DIMENSIONS ALONG CURVES ARE: Δ = DELTA, L = ARC LENGTH, CD = CHORD DISTANCE, T = TANGENT, R = RADIUS, CB = CHORD BEARING
ELEVATIONS ARE BASED ON NATIONAL GEODETIC VERTICAL DATUM, 1929, (N.G.V.D.)
LINES SHOWN OUTSIDE OF THE LAND DESCRIBED ARE FOR REFERENCE USE ONLY AND WERE NOT SURVEYED.
UNDERGROUND FOOTERS, ROOF OVERHANGS AND STUCCO FINISH WERE NOT TAKEN INTO CONSIDERATION IN PREPARATION OF THIS MAP.

Δ P.C.P. = PERMANENT CONTROL POINT
P.R.M. = PERMANENT REFERENCE MONUMENT
R/W = RIGHT-OF-WAY
CBS = CONCRETE BLOCK STRUCTURE
U.E. = UTILITY EASEMENT, D.E. = DRAINAGE EASEMENT
C.U.E. = COLLIER COUNTY UTILITY EASEMENT
EL. & ELEV. = ELEVATION
CL = CENTERLINE
RD. = ROAD
CONC. = CONCRETE
A/C = AIR CONDITIONER
F.P.L. = FLORIDA POWER & LIGHT
U.T.S. = UNITED TELEPHONE SERVICE
P = PLAT, M = MEASURED, C = CALCULATED, F = FIELD
● S.I.P. = SET 5/8" IRON PIN WITH CAP STAMPED LB-43 24" LONG
F.I.P. = FOUND IRON PIN WITH CAP STAMPED LB-43
F.I.P. = FOUND IRON PIN WITH CAP STAMPED 6753
S.C.M. = SET 4" X 4" CONCRETE MONUMENT 24" LONG STAMPED LB-43
F.C.M. = FOUND CONCRETE MONUMENT
D.H. = DRILL HOLES
Δ P.K. NAIL = PARKER KYLON NAIL
B.M. = BENCH MARK
P.C. = POINT OF CURVATURE, P.T. = POINT OF TANCENCY
PROPERTY LIES WITHIN FLOOD ZONE X PER FLOOD INSURANCE RATE MAPS COMMUNITY PANEL #120067 0215D DATED JUNE 3, 1986.

REVISED 11/21/00, ADDED SLAB LOC., MAC
F.B. L-2588, 72, N0701-BLA-089-GCS00.
REVISED 08/23/00, MOVED MODEL TO 30', MAC.

ACTIVITY	INITIALS	COMP. #	MO.	DAY	YR.
RESEARCH					
FIELD WORK / REV CHIEF	JSM	864	07	24	00
DRAFTED	MAC	831	08	03	00
CHECKED BY:	JPM	275	08	03	00
FIELD BOOK/PAGE	L-2588, 4-5				

APPROVED:
Thomas J. Anderson
THOMAS J. ANDERSON, P.S.M. #LS5804

WilsonMiller, Inc.
ENGINEERS • SURVEYORS • PLANNERS • ENVIRONMENTAL CONSULTANTS & LANDSCAPE ARCHITECTS • TRANSPORTATION CONSULTANTS
3200 Bailey Lane, Suite 200
Naples, Florida 34105 (941) 263-5408 Fax (941) 263-5456

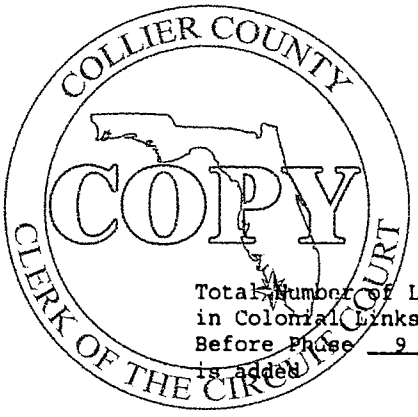
DATE:	CLIENT: COLONIAL HOMES
08/00	DESCRIPTION: MAP OF BOUNDARY SURVEY
SCALE: 1"=30'	LOTS 89 & 90, BLOCK "A", HERITAGE GREENS, PLAT BOOK 28, PAGES 78-94, COLLIER COUNTY, FLORIDA
CHECK REF. FILE NO.:	PROJECT NO. & WORK ORDER NO.: N0701-BLA-089-GCS00 / SHEET NUMBER: 89 of __ / FILE NO.: 2L-725

EP1 PLOT PLAN SURV LOTS 89-90 BLA "A". 8.51(E).364.JPF: 07/01 1999 21:51:00 07:01 PM - 0701-R51

EXHIBIT C

The Declaration of Protective Covenants, Restrictions and Easements for Colonial Links Villas at Heritage Greens and Amendments thereto, if any, adding prior phases have been recorded in the Public Records of Collier County, Florida as follows:

Phase	Official Records Book	Page	Number of Lots
1	2797	1338	2



Total Number of Lots in Colonial Links Villas Before Phase 9 is added 2

Total Number of Lots in Phase 9 2

Total Number of Lots in Colonial Links Villas after Phase 9 is added 4

2801928 OR: 2831 PG: 1647
RECORDED in OFFICIAL RECORDS of COLLIER COUNTY, FL
05/25/2001 at 09:46AM DWIGHT E. BROCK, CLERK
REC FEE 20.50
COPIES 6.00

Prepared by and
Return to:
Stephen D. McCann
2180 Immokalee Road
Suite 306
Naples, Florida 34110

Retn:
STEPHEN D MCCANN
2180 IMMOKALEE RD #306
NAPLES FL 34110

AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS, RESTRICTIONS AND EASEMENTS FOR COLONIAL LINKS AT HERITAGE GREENS TO ADD PHASE 10

THIS AMENDMENT TO THE DECLARATION OF PROTECTIVE COVENANTS, RESTRICTIONS AND EASEMENTS FOR COLONIAL LINKS VILLAS AT HERITAGE GREENS TO ADD PHASE 10 ("Amendment"), is made this 18th day of May, 2001, by COLONIAL HOMES, INC., a Florida Corporation ("Developer") as owner of the "Phase 10 Land" (as hereinafter defined).

WHEREAS, Developer has established Colonial Links Villas at Heritage Greens ("Colonial Links Villas"), according to the Declaration of Protective Covenants, Restrictions and Easements for Colonial Links Villas at Heritage Greens ("Declaration") recorded in Official Records Book 2797, Page 1338, of the Public Records of Collier County, Florida ("County"), and any amendments thereto adding prior phases, the recording information for which amendments is set forth on Exhibit C hereto; and

WHEREAS, Colonial Links Villas is a "Phase Project" as set forth in the Declaration; and

WHEREAS, the Declaration subjects to the provisions of the Declaration as the initial phase "Phase 1," and also provides for the subjecting to the provisions of the Declaration of Phases 2 through 37; and

WHEREAS, Developer desires to add Phase 10 as part of Colonial Links Villas;

NOW, THEREFORE, in consideration of the premises and covenants herein contained, Developer, as the owner in fee simple of the Phase 10 Land hereby declares:

1. The real property more particularly described in Exhibit A hereto and also described on Exhibit C to the Declaration ("Phase 10 Land") shall be owned, held, used, transferred, sold, conveyed, demised and occupied subject to the covenants, restrictions, easements, regulations, burdens and liens set forth in the Declaration and all amendments thereto, all of which shall run with Phase 10 Land and any part thereof and which shall be binding upon all parties having any right, title or interest in the Phase 10 Land or any part thereof, their heirs, successors and assigns.

2. The Phase 10 Land is added as a part of Colonial Links Villas pursuant to Paragraph 2 of the Declaration.

3. The effect of this Amendment shall be that Phase 10, together with other phases included in Colonial Links Villas pursuant to the Declaration or an amendment thereto, shall be, and the same shall constitute, Colonial Links Villas.

4. This Amendment shall become effective upon recording amongst the Public Records of the County.

COLLIER COUNTY
COPY
CLERK OF THE CIRCUIT COURT

IN WITNESS WHEREOF, Developer has hereunto set its hand and official seal on the date set forth below.

WITNESSES:

DEVELOPER:

COLONIAL HOMES, INC., a Florida Corporation

Kathy Palo

Kathy Palo

Please Print Name

By: _____
Tony Persichilli,
Division President

Dated: 5/18/2001

M. Hahner

M. Hahner

Please Print Name

(CORPORATE SEAL)

COLLIER COUNTY
COPY
CLERK OF THE CIRCUIT COURT

STATE OF FLORIDA)
) SS:
COUNTY OF Lee)

I HEREBY CERTIFY that on this day, personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, Tony Persichilli, as Division President of COLONIAL HOMES, INC., to me well known to be the person described in and who executed the foregoing instrument, and acknowledged before me that he executed same freely and voluntarily on behalf of said corporation for the purposes therein expressed. He is personally known to me or produced _____ as identification.

IN WITNESS WHEREOF, I hereunto set my hand and official seal in the County and State aforesaid this 18th day of May, 2001

Laurie Sousa
My Commission CC787293
Expires July 7, 2002

Louise Sousa
Notary Public

SEAL

State of Florida at Large

My Commission Expires:

EXHIBIT A

LEGAL DESCRIPTION

OF

PHASE 10 LAND

Lots 87 and 88, Block A of Heritage Greens, according to the Plat thereof recorded in Plat Book 28, Pages 78-94, of the Public Records of Collier County, Florida.

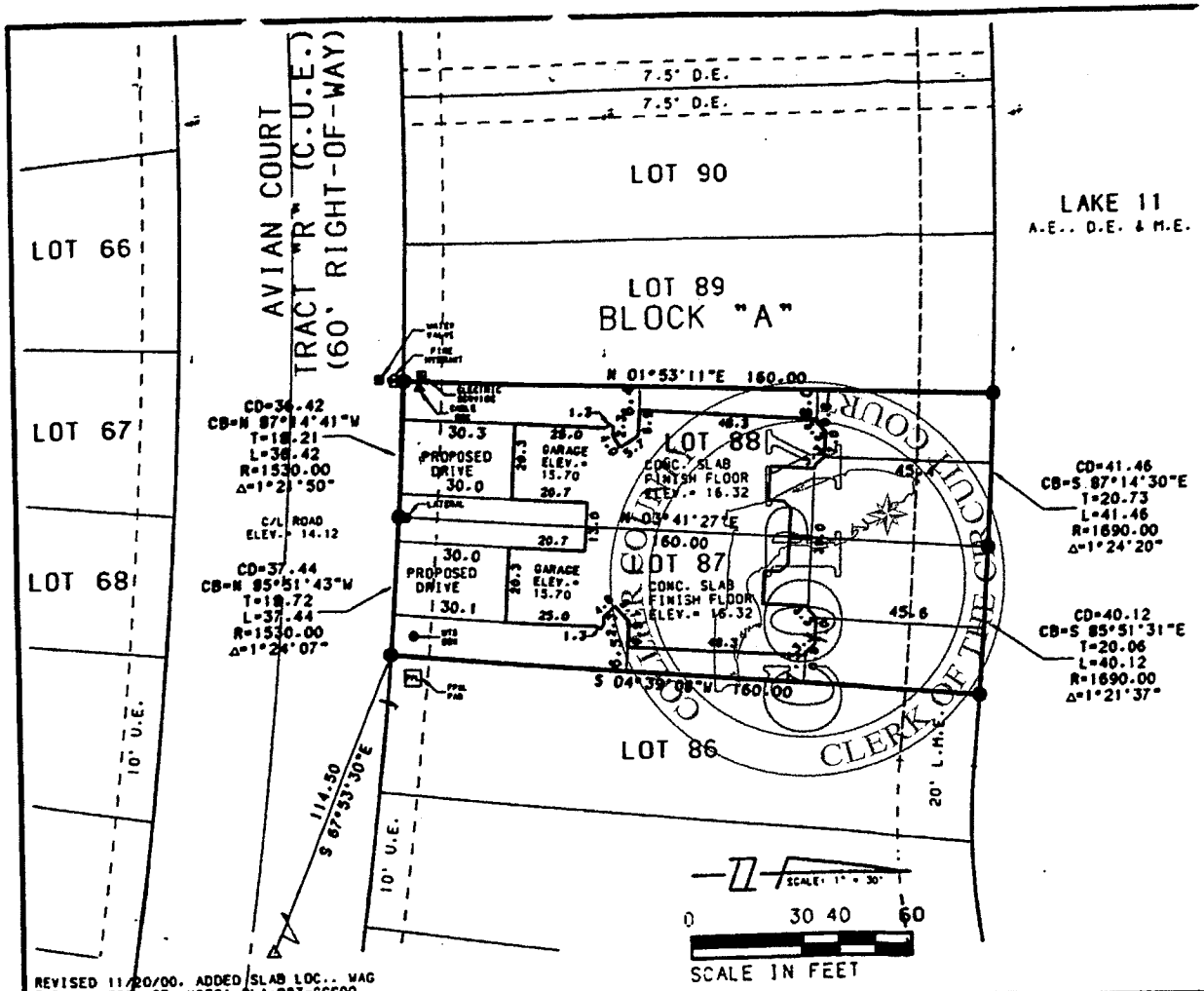
COLLIER COUNTY
COPY
CLERK OF THE CIRCUIT COURT

EXHIBIT B

SKETCH OF PHASE 10

COLLIER COUNTY
COPY
CLERK OF THE CIRCUIT COURT

OR: 2831 PG: 1651



MAP OF BOUNDARY SURVEY OF LOTS 87 & 88, BLOCK "A", HERITAGE GREENS. PLAT BOOK 28, PAGES 78-94, COLLIER COUNTY, FLORIDA.

PREPARED FOR: COLONIAL HOMES

FOR THE BENEFIT OF: COLONIAL HOMES

WILSONMILLER, INC.
REGISTERED ENGINEERS AND LAND SURVEYORS
3200 BAILEY LANE, SUITE 200, (941) 263-8408
NAPLES, FLORIDA 34105

BY: Thomas J. Anderson
THOMAS J. ANDERSON, PROFESSIONAL SURVEYOR AND MAPPER #LS5804

7-24-2000
DATE OF SURVEY

CERTIFICATE OF AUTHORIZATION # LB-43

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

NO OTHER PERSON OR ENTITY MAY RELY UPON THIS SURVEY.

ABSTRACT NOT REVIEWED

THIS BOUNDARY SURVEY IS ONLY FOR THE LANDS AS DESCRIBED. IT IS NOT A CERTIFICATE OF TITLE, ZONING, EASEMENTS OR FREEDOM OF ENCUMBRANCES.

GENERAL NOTES:

BEARINGS ARE BASED ON THE COMMON LINE OF SAID LOTS 87 & 88, BEING NORTH 03°41'27" EAST.
UNLESS A COMPARISON IS MADE, MEASURED BEARINGS AND DISTANCES ARE IDENTICAL WITH PLAT VALUES.
DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.
DIMENSIONS ALONG CURVES ARE: Δ= DELTA, L = ARC LENGTH, CD = CHORD DISTANCE, T = TANGENT, R = RADIUS, CB = CHORD BEARING
ELEVATIONS ARE BASED ON NATIONAL GEODETIC VERTICAL DATUM, 1929, (N.G.V.D.)
LINES SHOWN OUTSIDE OF THE LAND DESCRIBED ARE FOR REFERENCE USE ONLY AND WERE NOT SURVEYED.
UNDERGROUND FOOTERS, ROOF OVERHANGS AND STUCCO FINISH WERE NOT TAKEN INTO CONSIDERATION IN PREPARATION OF THIS MAP.

ΔP.C.P. = PERMANENT CONTROL POINT
P.R.M. = PERMANENT REFERENCE MONUMENT
R/W = RIGHT-OF-WAY
CBS = CONCRETE BLOCK STRUCTURE
U.E. = UTILITY EASEMENT, D.E. = DRAINAGE EASEMENT
C.U.E. = COLLIER COUNTY UTILITY EASEMENT
EL. & ELEV. = ELEVATION
CL = CENTERLINE
RD. = ROAD
CONC. = CONCRETE
A/C = AIR CONDITIONER
F.P.L. = FLORIDA POWER & LIGHT
U.T.S. = UNITED TELEPHONE SERVICE
P = PLAT, M = MEASURED, C = CALCULATED, F = FIELD
●S.I.P. = SET 5/8" IRON PIN WITH CAP STAMPED LB-43 24" LONG
F.I.P. = FOUND IRON PIN WITH CAP STAMPED LB-43
F.I.P. = FOUND IRON PIN WITH CAP STAMPED 6753
S.C.M. = SET 4" X 4" CONCRETE MONUMENT 24" LONG STAMPED LB-43
F.C.M. = FOUND CONCRETE MONUMENT
D.H. = DRILL HOLES
ΔP.K. NAIL = PARKER KYLON NAIL
B.M. = BENCH MARK
P.C. = POINT OF CURVATURE, P.T. = POINT OF TANGENCY
PROPERTY LIES WITHIN FLOOD ZONE X PER FLOOD INSURANCE RATE MAPS COMMUNITY PANEL #120067 0215D DATED JUNE 3, 1986.

REVISED 11/20/00, ADDED SLAB LOC., WAG
F.B. L-2588, 73, N0701-BLA-087-GCS00.

ACTIVITY	INITIALS	EMP.#	MO.	DAY	YR.
RESEARCH					
FIELD WORK/CREW CHIEF	JSM	864	07	24	00
DRAFTED	WAG	831	08	23	00
CHECKED BY:	JPM	273	08	23	00
FIELD BOOK/PAGE	L-2588, 4-5				

APPROVED:
Thomas J. Anderson
THOMAS J. ANDERSON, P.S.M. #LS5804

WilsonMiller, Inc.
ENGINEERS • SURVEYORS • PLANNERS • ENVIRONMENTAL CONSULTANTS & LANDSCAPE ARCHITECTS • TRANSPORTATION CONSULTANTS
Wilson Professional Center
3200 Bailey Lane at Airport Road, Suite 200
Naples, Florida 34105 (941) 649-4040 Fax (941) 643-5716

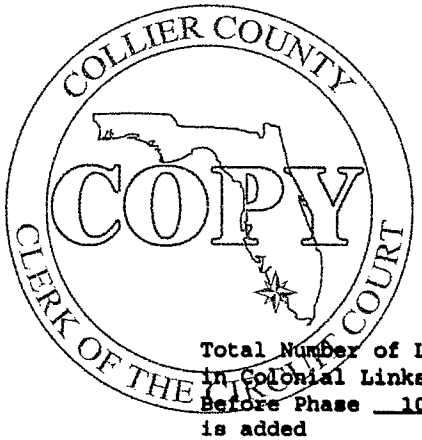
DATE: 08/00
SCALE: 1"=30'
CLIENT: COLONIAL HOMES
DESCRIPTION: MAP OF BOUNDARY SURVEY
LOTS 87 & 88, BLOCK "A", HERITAGE GREENS.
PLAT BOOK 28, PAGES 78-94, COLLIER COUNTY, FLORIDA
CROSS REF. FILE NO.:
PROJECT NO. & WORK ORDER NO.: N0701-BLA-087-GCS00
SHEET NUMBER: 87 OF
FILE NO.: 2L-725

[P] PLOT PLAN/SURV LOTS 87-88 BLK "A". - 831(0.364)PF: 0701 1097 20-Nov-00 08:56 AM / 0701-83'

EXHIBIT C

The Declaration of Protective Covenants, Restrictions and Easements for Colonial Links Villas at Heritage Greens and Amendments thereto, if any, adding prior phases have been recorded in the Public Records of Collier County, Florida as follows:

Phase	Date	O. R. Book	Page	Number of Lots
1	3/28/01	2797	1338	2
9	3/28/01	2797	1423	2



Total Number of Lots in Colonial Links Villas Before Phase 10 is added 4

Total Number of Lots in Phase 10 2

Total Number of Lots in Colonial Links Villas after Phase 10 is added 6

2801929 OR: 2831 PG: 1653
RECORDED in OFFICIAL RECORDS of COLLIER COUNTY, FL
05/25/2001 at 09:46AM DWIGHT B. BROCK, CLERK
REC FEE 28.50
COPIES 6.00

Prepared by and
Return to:
Stephen D. McCann
2180 Immokalee Road
Suite 306
Naples, Florida 34110

Ret:
STEPHEN D MCCANN
2180 IMMOKALEE RD #306
NAPLES FL 34110

AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS, RESTRICTIONS AND EASEMENTS FOR COLONIAL LINKS AT HERITAGE GREENS TO ADD PHASE 11

THIS AMENDMENT TO THE DECLARATION OF PROTECTIVE COVENANTS, RESTRICTIONS AND EASEMENTS FOR COLONIAL LINKS VILLAS AT HERITAGE GREENS TO ADD PHASE 11 ("Amendment"), is made this 18th day of May, 2001, by COLONIAL HOMES, INC., a Florida Corporation ("Developer") as owner of the "Phase 11 Land" (as hereinafter defined).

WHEREAS, Developer has established Colonial Links Villas at Heritage Greens ("Colonial Links Villas"), according to the Declaration of Protective Covenants, Restrictions and Easements for Colonial Links Villas at Heritage Greens ("Declaration") recorded in Official Records Book 2797, Page 1338, of the Public Records of Collier County, Florida ("County"), and any amendments thereto adding prior phases, the recording information for which amendments is set forth on Exhibit C hereto; and

WHEREAS, Colonial Links Villas is a "Phase Project" as set forth in the Declaration; and

WHEREAS, the Declaration subjects to the provisions of the Declaration as the initial phase "Phase 1;" and also provides for the subjecting to the provisions of the Declaration of Phases 2 through 37; and

WHEREAS, Developer desires to add Phase 11 as part of Colonial Links Villas;

NOW, THEREFORE, in consideration of the premises and covenants herein contained, Developer, as the owner in fee simple of the Phase 11 Land hereby declares:

1. The real property more particularly described in Exhibit A hereto and also described on Exhibit C to the Declaration ("Phase 11 Land") shall be owned, held, used, transferred, sold, conveyed, demised and occupied subject to the covenants, restrictions, easements, regulations, burdens and liens set forth in the Declaration and all amendments thereto, all of which shall run with Phase 11 Land and any part thereof and which shall be binding upon all parties having any right, title or interest in the Phase 11 Land or any part thereof, their heirs, successors and assigns.

2. The Phase 11 Land is added as a part of Colonial Links Villas pursuant to Paragraph 2 of the Declaration.

3. The effect of this Amendment shall be that Phase 11, together with other phases included in Colonial Links Villas pursuant to the Declaration or an amendment thereto, shall be, and the same shall constitute, Colonial Links Villas.

4. This Amendment shall become effective upon recording amongst the Public Records of the County.

COLLIER COUNTY
COPY
CLERK OF THE CIRCUIT COURT

IN WITNESS WHEREOF, Developer has hereunto set its hand and official seal on the date set forth below.

WITNESSES:

Kathy Palo

Kathy Palo
Please Print Name

L Hahne

L Hahne
Please Print Name

DEVELOPER:

COLONIAL HOMES, INC., a Florida Corporation

By: _____
Tony Persichilli,
Division President

Dated: 5/18/2001

(CORPORATE SEAL)

COLLIER COUNTY
CLERK OF THE CIRCUIT COURT
COPY

STATE OF FLORIDA)
SS:
COUNTY OF Lee)

I HEREBY CERTIFY that on this day, personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, Tony Persichilli, as Division President of COLONIAL HOMES, INC., to me well known to be the person described in and who executed the foregoing instrument, and acknowledged before me that he executed same freely and voluntarily on behalf of said corporation for the purposes therein expressed. He is personally known to me or produced _____ _____ as identification.

IN WITNESS WHEREOF, I hereunto set my hand and official seal in the County and State aforesaid this 18th day of May, 2001

Laurie Sousa
Notary Public

SEAL

Laurie Sousa
My Commission CC787289
Expires July 7, 2002

State of Florida at Large

My Commission Expires:

EXHIBIT A

LEGAL DESCRIPTION

OF

PHASE 11 LAND

Lots 85 and 86, Block A of Heritage Greens, according to the Plat thereof recorded in Plat Book 28, Pages 78-94, of the Public Records of Collier County, Florida.

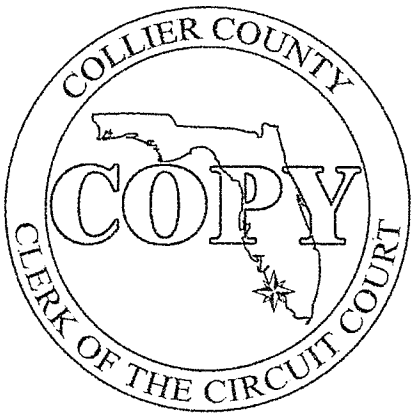
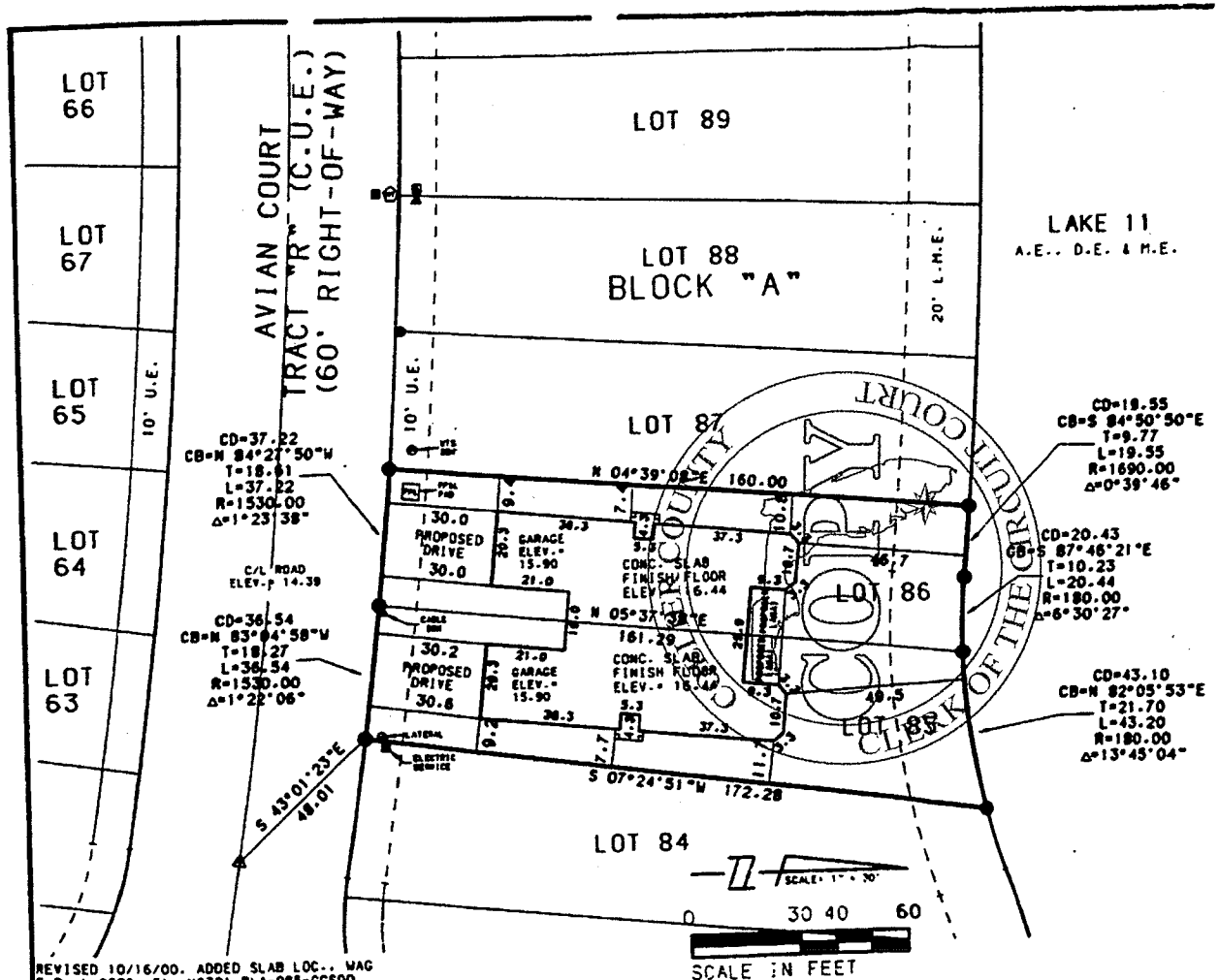


EXHIBIT B

SKETCH OF PHASE 11

COLLIER COUNTY
COPY
CLERK OF THE CIRCUIT COURT

OR: 2831 PG: 1657



REVISED 10/16/00. ADDED SLAB LOC., WAG
F.B. L-2588. 51. N0701-BLA-085-GCS00.
REVISED 08/23/00. MOVED MODEL TO 30°. WAG.

ACTIVITY	INITIALS	EMP.#	MO.	DAY	YR.
RESEARCH					
FIELD WORK/CREW CHIEF	JSM	864	07	24	00
DRAFTED	WAG	831	08	04	00
CHECKED BY:	JPM	275	08	04	00
FIELD BOOK/PAGE	L-2588. 4-5				

APPROVED:
JOHN P. MALONEY, P.S.M.#LS4493

... OF BOUNDARY SURVEY OF LOTS 85 & 86, BLOCK "A", HERITAGE GREENS, PLAT BOOK 28, PAGES 78-94, COLLIER COUNTY, FLORIDA.

PREPARED FOR: COLONIAL HOMES

FOR THE BENEFIT OF: COLONIAL HOMES

WILSONMILLER, INC.
REGISTERED ENGINEERS AND LAND SURVEYORS
3200 BAILEY LANE, SUITE 200, (941) 263-6408
NAPLES, FLORIDA 34105

BY: John P. Maloney
JOHN P. MALONEY, PROFESSIONAL SURVEYOR AND MAPPER #LS4493

7-24-2000
DATE OF SURVEY

CERTIFICATE OF AUTHORIZATION # LB-43

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

NO OTHER PERSON OR ENTITY MAY RELY UPON THIS SURVEY.

ABSTRACT NOT REVIEWED

THIS BOUNDARY SURVEY IS ONLY FOR THE LANDS AS DESCRIBED. IT IS NOT A CERTIFICATE OF TITLE, ZONING, EASEMENTS OR FREEDOM OF ENCUMBRANCES.

GENERAL NOTES:

BEARINGS ARE BASED ON THE COMMON LINE OF SAID LOTS 85 & 86, BEING NORTH 05°37'38" EAST, UNLESS A COMPARISON IS MADE. MEASURED BEARINGS AND DISTANCES ARE IDENTICAL WITH PLAT VALUES.
DIMENSIONS ARE IN FEET AND DECIMALS, THEREOF.
DIMENSIONS ALONG CURVES ARE: Δ= DELTA, L = ARC LENGTH, CD = CHORD DISTANCE, T = TANGENT, R = RADIUS, CB = CHORD BEARING
ELEVATIONS ARE BASED ON NATIONAL GEODETIC VERTICAL DATUM, 1929, (N.G.V.D.)
LINES SHOWN OUTSIDE OF THE LAND DESCRIBED ARE FOR REFERENCE USE ONLY AND WERE NOT SURVEYED.
UNDERGROUND FOOTERS, ROOF OVERHANGS AND STUCCO FINISH WERE NOT TAKEN INTO CONSIDERATION IN PREPARATION OF THIS MAP.
Δ P.C.P. = PERMANENT CONTROL POINT
P.R.M. = PERMANENT REFERENCE MONUMENT
R/W = RIGHT-OF-WAY
CBS = CONCRETE BLOCK STRUCTURE
U.E. = UTILITY EASEMENT, D.E. = DRAINAGE EASEMENT
C.U.E. = COLLIER COUNTY UTILITY EASEMENT
EL. & ELEV. = ELEVATION
CL = CENTERLINE
RD. = ROAD
CONC. = CONCRETE
A/C = AIR CONDITIONER
F.P.L. = FLORIDA POWER & LIGHT
U.T.S. = UNITED TELEPHONE SERVICE
P = PLAT, M = MEASURED, C = CALCULATED, F = FIELD
S.I.P. = SET 5/8" IRON PIN WITH CAP STAMPED LB-43 24" LONG
F.I.P. = FOUND IRON PIN WITH CAP STAMPED LB-43
F.I.P. = FOUND IRON PIN WITH CAP STAMPED 6753
S.C.M. = SET 4" X 4" CONCRETE MONUMENT 24" LONG STAMPED LB-43
F.C.M. = FOUND CONCRETE MONUMENT
D.H. = DRILL HOLES
Δ P.K. NAIL = PARKER KYLON NAIL
B.M. = BENCH MARK
P.C. = POINT OF CURVATURE, P.T. = POINT OF TANGENCY
PROPERTY LIES WITHIN FLOOD ZONE X PER FLOOD INSURANCE RATE MAPS COMMUNITY PANEL #120067 0215D DATED JUNE 3, 1986.

WilsonMiller, Inc.
ENGINEERS • SURVEYORS • PLANNERS • ENVIRONMENTAL CONSULTANTS
LANDSCAPE ARCHITECTS • TRANSPORTATION CONSULTANTS
Wilson Professional Center
3200 Bailey Lane at Airport Road, Suite 200
Naples, Florida 34105 (941) 263-6408 Fax (941) 643-5716

DATE: 08/00
SCALE: 1"=30'
CROSS REF. FILE NO.:

CLIENT: COLONIAL HOMES
DESCRIPTION: MAP OF BOUNDARY SURVEY
LOTS 85 & 86, BLOCK "A", HERITAGE GREENS,
PLAT BOOK 28, PAGES 78-94, COLLIER COUNTY, FLORIDA

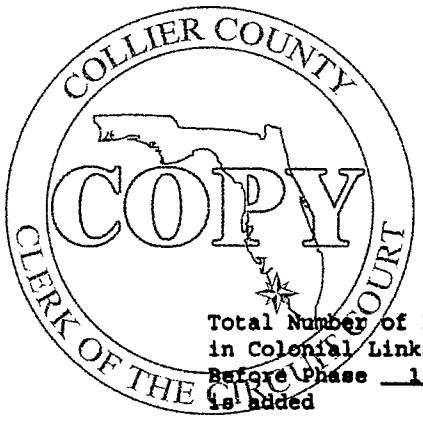
PROJECT NO. & WORK ORDER NO.: N0701-BLA-085-GCS00
SHEET NUMBER: 85 of ___
FILE NO.: 2L-725

[P:] PLOT PLAN/SURV LOTS 85-86 BLK "A". - 831[0.364]PF: 07G! 1085 16-Oct-00 09:42 AM / 0701-831

EXHIBIT C

The Declaration of Protective Covenants, Restrictions and Easements for Colonial Links Villas at Heritage Greens and Amendments thereto, if any, adding prior phases have been recorded in the Public Records of Collier County, Florida as follows:

Phase	Date	O. R. Book	Page	Number of Lots
1	3/28/01	2797	1338	2
9	3/28/01	2797	1423	2
10	5/25/01	2831	1647	2



Total Number of Lots in Colonial Links Villas Before Phase 11 is added 6

Total Number of Lots in Phase 11 2

Total Number of Lots in Colonial Links Villas after Phase 11 is added 8

2887304 OR: 2926 PG: 2564
RECORDED in OFFICIAL RECORDS of COLLIER COUNTY, FL
11/16/2001 at 03:38PM DWIGHT B. BROCK, CLERK
REC FEE 28.50
COPIES 6.00

Prepared by and
Return to:
Stephen D. McCann
2180 Immokalee Road
Suite 306
Naples, Florida 34110

Retn:
STEPHEN D MCCANN
2180 IMMOKALEE RD #306
NAPLES FL 34110

AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS, RESTRICTIONS AND EASEMENTS FOR COLONIAL LINKS AT HERITAGE GREENS TO ADD PHASE 12

THIS AMENDMENT TO THE DECLARATION OF PROTECTIVE COVENANTS, RESTRICTIONS AND EASEMENTS FOR COLONIAL LINKS VILLAS AT HERITAGE GREENS TO ADD PHASE 12 ("Amendment"), is made this 5th day of November, 2001, by COLONIAL HOMES, INC., a Florida Corporation ("Developer") as owner of the "Phase 12 Land" (as hereinafter defined).

WHEREAS, Developer has established Colonial Links Villas at Heritage Greens ("Colonial Links Villas"), according to the Declaration of Protective Covenants, Restrictions and Easements for Colonial Links Villas at Heritage Greens ("Declaration") recorded in Official Records Book 2797, Page 1338, of the Public Records of Collier County, Florida ("County"), and any amendments thereto adding prior phases, the recording information for which amendments is set forth on Exhibit C hereto; and

WHEREAS, Colonial Links Villas is a "Phase Project" as set forth in the Declaration; and

WHEREAS, the Declaration subjects to the provisions of the Declaration as the initial phase "Phase 1" and also provides for the subjecting to the provisions of the Declaration of Phases 2 through 37; and

WHEREAS, Developer desires to add Phase 12 as part of Colonial Links Villas;

NOW, THEREFORE, in consideration of the premises and covenants herein contained, Developer, as the owner in fee simple of the Phase 12 Land hereby declares:

1. The real property more particularly described in Exhibit A hereto and also described on Exhibit C to the Declaration ("Phase 12 Land") shall be owned, held, used, transferred, sold, conveyed, demised and occupied subject to the covenants, restrictions, easements, regulations, burdens and liens set forth in the Declaration and all amendments thereto, all of which shall run with Phase 12 Land and any part thereof and which shall be binding upon all parties having any right, title or interest in the Phase 12 Land or any part thereof, their heirs, successors and assigns.

2. The Phase 12 Land is added as a part of Colonial Links Villas pursuant to Paragraph 2 of the Declaration.

3. The effect of this Amendment shall be that Phase 12, together with other phases included in Colonial Links Villas pursuant to the Declaration or an amendment thereto, shall be, and the same shall constitute, Colonial Links Villas.

4. This Amendment shall become effective upon recording amongst the Public Records of the County.

COLLIER COUNTY
COPY
CLERK OF THE CIRCUIT COURT

IN WITNESS WHEREOF, Developer has hereunto set its hand and official seal on the date set forth below.

WITNESSES:

Please Print Name

Please Print Name

DEVELOPER:

COLONIAL HOMES, INC., a Florida Corporation

By: _____
Tony Persichilli,
Senior Vice President

Dated: 11-05-01

(CORPORATE SEAL)

Colonial Homes, Inc. CORPORATE SEAL

COLLIER COUNTY COPY CERTIFIED

STATE OF FLORIDA

SS:

COUNTY OF Lee

I HEREBY CERTIFY that on this day, personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, Tony Persichilli, as Senior Vice President of COLONIAL HOMES, INC., to me well known to be the person described in and who executed the foregoing instrument, and acknowledged before me that he executed same freely and voluntarily on behalf of said corporation for the purposes therein expressed. He is personally known to me or produced _____ as identification.

IN WITNESS WHEREOF, I hereunto set my hand and official seal in the County and State aforesaid this 5th day of November, 2001

Laurie Sousa
My Commission CC767293
Expires July 7, 2002

SEAL

Notary Public

State of Florida at Large

My Commission Expires:

EXHIBIT A

LEGAL DESCRIPTION

OF

PHASE 12 LAND

Lots 83 and 84, Block A of Heritage Greens, according to the Plat thereof recorded in Plat Book 28, Pages 78-94, of the Public Records of Collier County, Florida.

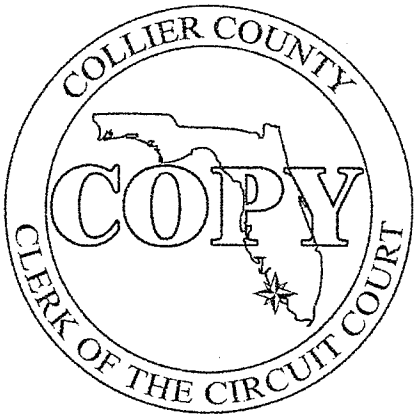
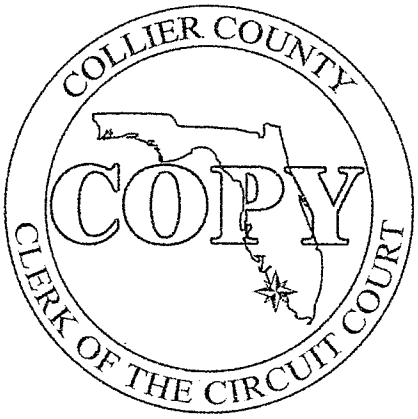
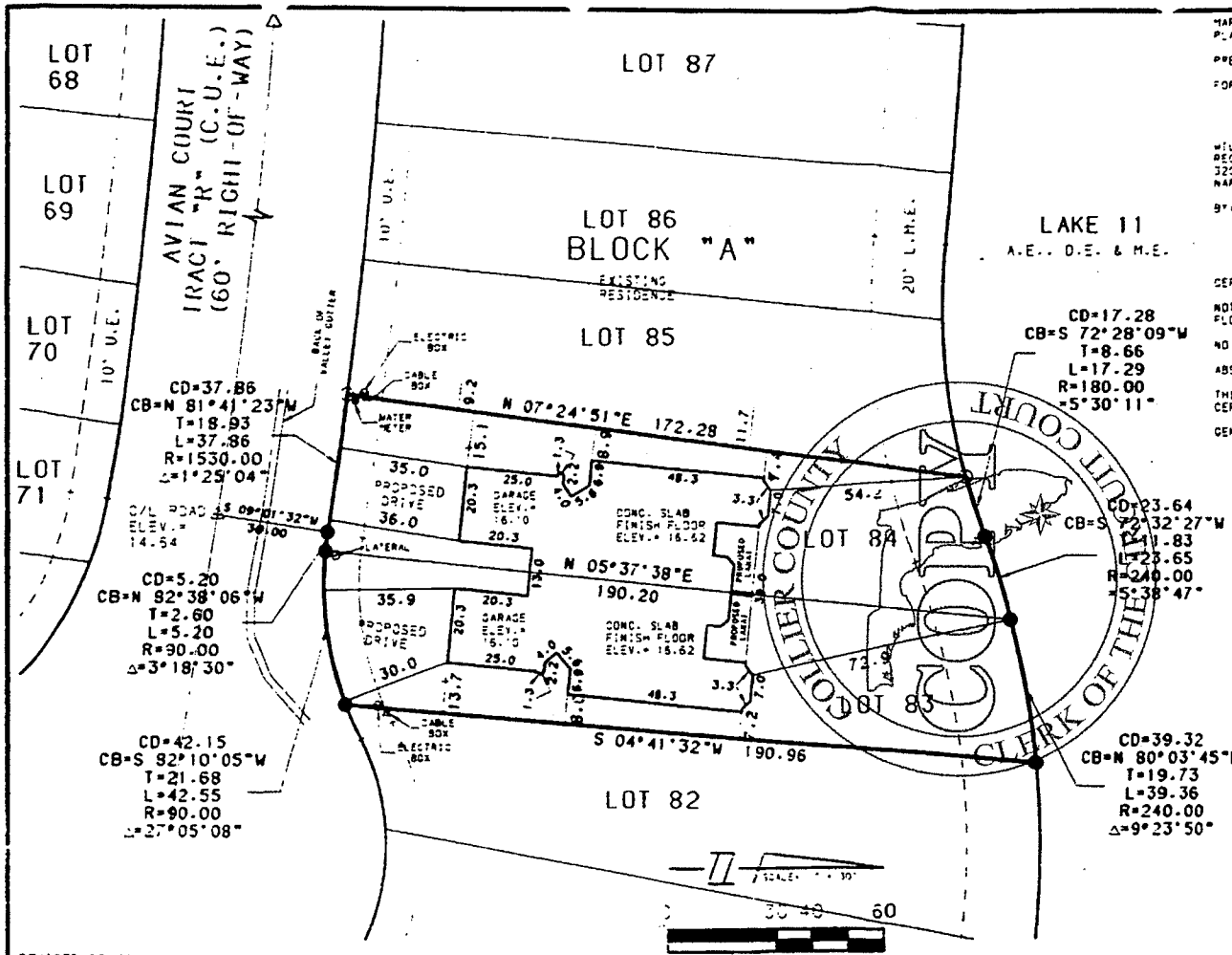


EXHIBIT B

SKETCH OF PHASE 12





REVISED 08/02/01. ADDED SLAB ELEV., TJA
F.B. L-2661, 66. N0701-BLA-083-GCS00

MAP OF BOUNDARY SURVEY OF LOTS 83 & 84, BLOCK "A", HERITAGE GREENS, PLAT BOOK 28, PAGES 78-94, COLLIER COUNTY, FLORIDA.

PREPARED FOR: COLONIAL HOMES

FOR THE BENEFIT OF: COLONIAL HOMES

WILSONMILLER, INC.
REGISTERED ENGINEERS AND LAND SURVEYORS
3200 BAILEY LANE, SUITE 200 (941) 263-8468
NAPLES, FLORIDA 34105

BY: Thomas J. Anderson
THOMAS J. ANDERSON, PROFESSIONAL SURVEYOR AND MAPPER #LS3904

12-01-2000
DATE OF SURVEY

CERTIFICATE OF AUTHORIZATION # LB-43

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

NO OTHER PERSON OR ENTITY MAY RELY UPON THIS SURVEY.

ABSTRACT NOT REVIEWED

THIS BOUNDARY SURVEY IS ONLY FOR THE LANDS AS DESCRIBED. IT IS NOT A CERTIFICATE OF TITLE, ZONING, EASEMENTS OR FREEDOM OF ENCUMBRANCES.

GENERAL NOTES:

BEARINGS ARE BASED ON THE COMMON LINE OF SAID LOTS 83 & 84. BEING NORTH 05°37'38" EAST.
UNLESS A COMPARISON IS MADE, MEASURED BEARINGS AND DISTANCES ARE IDENTICAL WITH PLAT VALUES.
DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.
DIMENSIONS ALONG CURVES ARE: Δ = DELTA, L = ARC LENGTH, CD = CHORD DISTANCE, T = TANGENT, R = RADIUS, CB = CHORD BEARING
ELEVATIONS ARE BASED ON NATIONAL GEODETIC VERTICAL DATUM, 1929, (N.G.V.D.)
LINES SHOWN OUTSIDE OF THE LAND DESCRIBED ARE FOR REFERENCE USE ONLY AND WERE NOT SURVEYED.
UNDERGROUND FOOTERS, ROOF OVERHANGS AND STUCCO FINISH WERE NOT TAKEN INTO CONSIDERATION IN PREPARATION OF THIS MAP.

Δ P.C.P. = PERMANENT CONTROL POINT
P.R.M. = PERMANENT REFERENCE MONUMENT
R/W = RIGHT-OF-WAY
CBS = CONCRETE BLOCK STRUCTURE
U.E. = UTILITY EASEMENT, D.E. = DRAINAGE EASEMENT
C.U.E. = COLLIER COUNTY UTILITY EASEMENT
EL. & ELEV. = ELEVATION
C/L = CENTERLINE
RD. = ROAD
CONC. = CONCRETE
A/C = AIR CONDITIONER
F.P.L. = FLORIDA POWER & LIGHT
U.T.S. = UNITED TELEPHONE SERVICE
P = PLAT, M = MEASURED, C = CALCULATED, F = FIELD
● S.I.P. = SET 5/8" IRON PIN WITH CAP STAMPED LB-43 24" LONG
○ F.I.P. = FOUND IRON PIN WITH CAP STAMPED LB-43
F.I.P. = FOUND IRON PIN WITH CAP STAMPED 6753
S.C.M. = SET 4" X 4" CONCRETE MONUMENT 24" LONG STAMPED LB-43
F.C.M. = FOUND CONCRETE MONUMENT
D.H. = DRILL HOLES
Δ P.K. NAIL = PARKER KALON NAIL
B.M. = BENCH MARK
P.C. = POINT OF CURVATURE, P.T. = POINT OF TANGENCY
PROPERTY LIES WITHIN FLOOD ZONE X PER FLOOD INSURANCE RATE MAPS COMMUNITY PANEL #120067 0215D DATED JUNE 3, 1986.

OR: 2926 PG: 2568

ACTIVITY	INITIALS	EMP #	MO	DAY	YR
RESEARCH					
FIELD WORK CREW CHIEF	JSM	864	12	01	00
DRAFTED	TJA	471	12	01	00
CHECKED BY:	JPM	275	12	04	00
FIELD BOOK, PAGE	L-2588, 79				

APPROVED:
Thomas J. Anderson
THOMAS J. ANDERSON, P.S.M. #LS3904

WilsonMiller, Inc.
ENGINEERS • SURVEYORS • PLANNERS • ENVIRONMENTAL CONSULTANTS
LANDSCAPE ARCHITECTS • TRANSPORTATION CONSULTANTS
Wilson Professional Center
3200 Bailey Lane at Airport Road, Suite 200
Naples, Florida 34105 (941) 649-4040 Fax (941) 643-5716

DATE: 12/00
SCALE: 1"=30'

CLIENT: COLONIAL HOMES
DESCRIPTION: MAP OF BOUNDARY SURVEY
LOTS 83 & 84, BLOCK "A", HERITAGE GREENS, PLAT BOOK 28, PAGES 78-94, COLLIER COUNTY, FLORIDA

CROSS REF. FILE NO.: PROJECT NO. & WORK ORDER NO.: SHEET NUMBER: FILE NO.:
N0701-BLA-083-GCS00 83 OF 2L-725

JP:\ PLOT PLAN/SURV LOTS 83-84 BLK "A", ... 08... 01 04:29 PM ... 0701-47...

EXHIBIT C

The Declaration of Protective Covenants, Restrictions and Easements for Colonial Links Villas at Heritage Greens and Amendments thereto, if any, adding prior phases have been recorded in the Public Records of Collier County, Florida as follows:

Phase	Date	O. R. Book	Page	Number of Lots
1	3/28/01	2797	1338	2
9	3/28/01	2797	1423	2
10	5/25/01	2831	1647	2
11	5/25/01	2831	1653	2
17	5/25/01	2831	1659	2
35	6/19/01	2845	624	2
34	6/19/01	2845	630	2
33	6/19/01	2845	636	2
6	6/19/01	2845	642	2
4	9/20/01	2895	2876	2
37	9/20/01	2895	2882	2
36	9/20/01	2895	2888	2
18	9/20/01	2895	2894	2
8	9/20/01	2895	2900	2
7	9/20/01	2895	2906	2
16	11/16/01	2926	2546	2
14	11/16/01	2926	2552	2
13	11/16/01	2926	2558	2

COLLIER COUNTY
COPY
CLERK OF THE CIRCUIT COURT

Total Number of Lots in Colonial Links Villas Before Phase 12 is added 36

Total Number of Lots in Phase 12 2

Total Number of Lots in Colonial Links Villas after Phase 12 is added 38

2887303 OR: 2926 PG: 2558
RECORDED in OFFICIAL RECORDS of COLLIER COUNTY, FL
11/16/2001 at 03:30PM DWIGHT B. BROCK, CLERK
REC FEE 28.50
COPIES 6.00

Prepared by and
Return to:
Stephen D. McCann
2180 Immokalee Road
Suite 306
Naples, Florida 34110

Retn:
STEPHEN D MCCANN
2180 IMMOKALEE RD #306
NAPLES FL 34110

AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS, RESTRICTIONS AND EASEMENTS FOR COLONIAL LINKS AT HERITAGE GREENS TO ADD PHASE 13

THIS AMENDMENT TO THE DECLARATION OF PROTECTIVE COVENANTS, RESTRICTIONS AND EASEMENTS FOR COLONIAL LINKS VILLAS AT HERITAGE GREENS TO ADD PHASE 13 ("Amendment"), is made this 5th day of November, 2001, by COLONIAL HOMES, INC., a Florida Corporation ("Developer") as owner of the "Phase 13 Land" (as hereinafter defined).

WHEREAS, Developer has established Colonial Links Villas at Heritage Greens ("Colonial Links Villas"), according to the Declaration of Protective Covenants, Restrictions and Easements for Colonial Links Villas at Heritage Greens ("Declaration") recorded in Official Records Book 2797, Page 1338, of the Public Records of Collier County, Florida ("County"), and any amendments thereto adding prior phases, the recording information for which amendments is set forth on Exhibit C hereto; and

WHEREAS, Colonial Links Villas is a "Phase Project" as set forth in the Declaration; and

WHEREAS, the Declaration subjects to the provisions of the Declaration as the initial phase "Phase 1," and also provides for the subjecting to the provisions of the Declaration of Phases 2 through 37; and

WHEREAS, Developer desires to add Phase 13 as part of Colonial Links Villas;

NOW, THEREFORE, in consideration of the premises and covenants herein contained, Developer, as the owner in fee simple of the Phase 13 Land hereby declares:

1. The real property more particularly described in Exhibit A hereto and also described on Exhibit C to the Declaration ("Phase 13 Land") shall be owned, held, used, transferred, sold, conveyed, demised and occupied subject to the covenants, restrictions, easements, regulations, burdens and liens set forth in the Declaration and all amendments thereto, all of which shall run with Phase 13 Land and any part thereof and which shall be binding upon all parties having any right, title or interest in the Phase 13 Land or any part thereof, their heirs, successors and assigns.

2. The Phase 13 Land is added as a part of Colonial Links Villas pursuant to Paragraph 2 of the Declaration.

3. The effect of this Amendment shall be that Phase 13, together with other phases included in Colonial Links Villas pursuant to the Declaration or an amendment thereto, shall be, and the same shall constitute, Colonial Links Villas.

4. This Amendment shall become effective upon recording amongst the Public Records of the County.

COLLIER COUNTY
COPY
CLERK OF THE CIRCUIT COURT

IN WITNESS WHEREOF, Developer has hereunto set its hand and official seal on the date set forth below.

WITNESSES:

DEVELOPER:

COLONIAL HOMES, INC., a Florida Corporation

By: _____
Tony Persichilli,
Senior Vice President

Dated: 11-05-01

(CORPORATE SEAL)

_____
Please Print Name

_____
Please Print Name

COLLIER COUNTY
COPY
CERTIFIED COPY

STATE OF FLORIDA
SS:
COUNTY OF Lee

I HEREBY CERTIFY that on this day, personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, Tony Persichilli, as Senior Vice President of COLONIAL HOMES, INC., to me well known to be the person described in and who executed the foregoing instrument, and acknowledged before me that he executed same freely and voluntarily on behalf of said corporation for the purposes therein expressed. He is personally known to me or produced _____ _____ as identification.

IN WITNESS WHEREOF, I hereunto set my hand and official seal in the County and State aforesaid this 5th day of November, 2001

Laurie Sousa
My Commission CC767293
Expires July 7, 2002

SEAL

_____
Notary Public
State of Florida at Large

My Commission Expires:

EXHIBIT A

LEGAL DESCRIPTION

OF

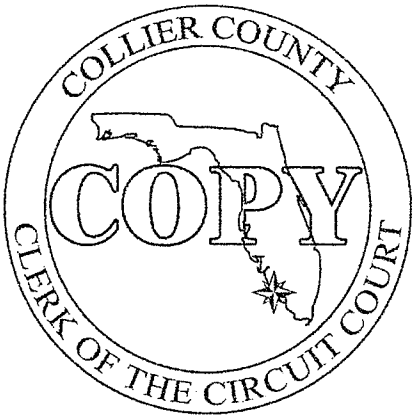
PHASE 13 LAND

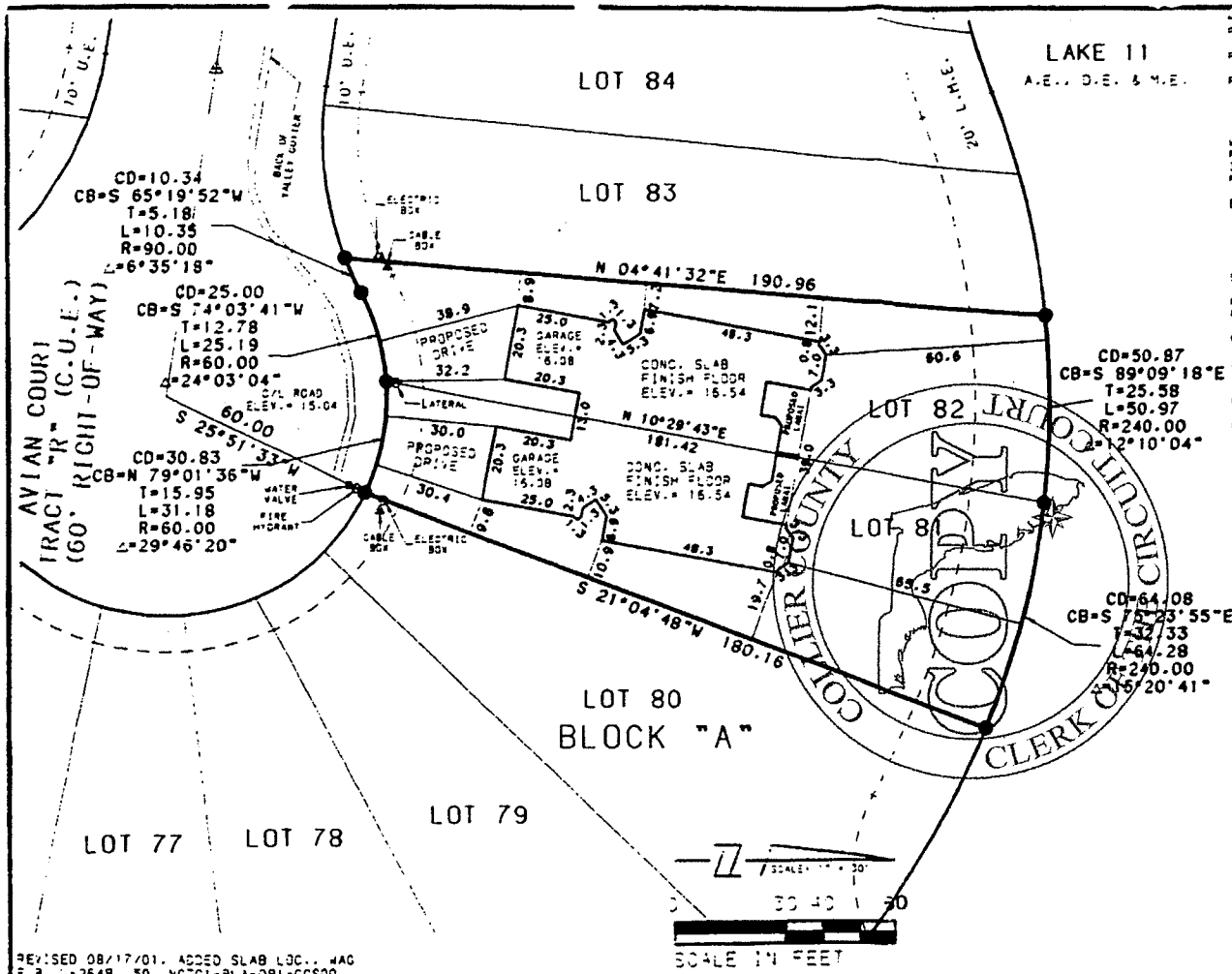
Lots 81 and 82, Block A of Heritage Greens, according to the Plat thereof recorded in Plat Book 28, Pages 78-94, of the Public Records of Collier County, Florida.

COLLIER COUNTY
COPY
CLERK OF THE CIRCUIT COURT

EXHIBIT B

SKETCH OF PHASE 13





REVISED 08/17/01. ADDED SLAB LOC., WAS P.B. L-2648. 50. N0701-BLA-081-GCS00.

MAP OF BOUNDARY SURVEY OF LOTS 81 & 82, BLOCK "A", HERITAGE GREENS, PLAT BOOK 28, PAGES 79-94, COLLIER COUNTY, FLORIDA.

PREPARED FOR: COLONIAL HOMES

FOR THE BENEFIT OF: COLONIAL HOMES

WILSONMILLER, INC.
REGISTERED ENGINEERS AND LAND SURVEYORS
3200 BAILEY LANE, SUITE 200, NAPLES, FLORIDA 34105

BY: John P. Maloney

JOHN P. MALONEY, PROFESSIONAL SURVEYOR AND MAPPER #LS4493

12/01/2000
DATE OF SURVEY

CERTIFICATE OF AUTHORIZATION # LB-43

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER

NO OTHER PERSON OR ENTITY MAY RELY UPON THIS SURVEY.

ABSTRACT NOT REVIEWED

THIS BOUNDARY SURVEY IS ONLY FOR THE LANDS AS DESCRIBED. IT IS NOT A CERTIFICATE OF TITLE. ZONING, EASEMENTS OR FREEDOM OF ENCUMBRANCES.

GENERAL NOTES:

BEARINGS ARE BASED ON THE COMMON LINE OF SAID LOTS 81 & 82, BEING NORTH 10°29'44" EAST.
UNLESS A COMPARISON IS MADE, MEASURED BEARINGS AND DISTANCES ARE IDENTICAL WITH PLAT VALUES.
DIMENSIONS ARE IN FEET ' AND DECIMALS . THEREOF.
DIMENSIONS ALONG CURVES ARE: Δ = DELTA, L = ARC LENGTH, CD = CHORD DISTANCE, T = TANGENT, R = RADIUS, CB = CHORD BEARING
ELEVATIONS ARE BASED ON NATIONAL GEODETIC VERTICAL DATUM, 1929, (N.G.V.D.).
LINES SHOWN OUTSIDE OF THE LAND DESCRIBED ARE FOR REFERENCE USE ONLY AND WERE NOT SURVEYED.
UNDERGROUND FOOTERS, ROOF OVERHANGS AND STUCCO FINISH WERE NOT TAKEN INTO CONSIDERATION IN PREPARATION OF THIS MAP.

ΔP.C.P. = PERMANENT CONTROL POINT
P.R.M. = PERMANENT REFERENCE MONUMENT
R/W = RIGHT-OF-WAY
CBS = CONCRETE BLOCK STRUCTURE
U.E. = UTILITY EASEMENT, D.E. = DRAINAGE EASEMENT
C.U.E. = COLLIER COUNTY UTILITY EASEMENT
EL. & ELEV. = ELEVATION
CL = CENTERLINE
RD. = ROAD
CONC. = CONCRETE
A/C = AIR CONDITIONER
F.P.L. = FLORIDA POWER & LIGHT
U.T.S. = UNITED TELEPHONE SERVICE
P = PLAT, M = MEASURED, C = CALCULATED, F = FIELD
●S.I.P. = SET 5/8" IRON PIN WITH CAP STAMPED LB-43 24" LONG
F.I.P. = FOUND IRON PIN WITH CAP STAMPED LB-43
F.I.P. = FOUND IRON PIN WITH CAP STAMPED 6753
S.C.M. = SET 4" X 4" CONCRETE MONUMENT 24" LONG STAMPED LB-43
F.C.M. = FOUND CONCRETE MONUMENT
D.H. = DRILL HOLES
ΔP.K. NAIL = PARKER KYLON NAIL
B.M. = BENCH MARK
P.C. = POINT OF CURVATURE, P.T. = POINT OF TANGENCY
PROPERTY LIES WITHIN FLOOD ZONE X PER FLOOD INSURANCE RATE MAPS COMMUNITY PANEL #120067 0215D DATED JUNE 3, 1986.

ACTIVITY	INITIALS	EMP. NO.	DAY	YR.
RESEARCH				
FIELD WORK/CREW CHIEF	JSM	964	12	00
DRAFTED	TJA	471	12	00
CHECKED BY:	JPM	275	12	00
FIELD BOOK PAGE	L-2588, 79			

APPROVED:

John P. Maloney
JOHN P. MALONEY, P.S.M. #LS4493

WilsonMiller, Inc.
ENGINEERS • SURVEYORS • PLANNERS • ENVIRONMENTAL CONSULTANTS • LANDSCAPE ARCHITECTS • TRANSPORTATION CONSULTANTS
3200 Bailey Lane at Airport Road, Suite 200
Naples, Florida 34105 941) 649-4040 Fax 941) 643-5716

DATE: 12/00
SCALE: 1"=30'
CLIENT: COLONIAL HOMES
DESCRIPTION: MAP OF BOUNDARY SURVEY
LOTS 81 & 82, BLOCK "A", HERITAGE GREENS, PLAT BOOK 28, PAGES 79-94, COLLIER COUNTY, FLORIDA
CROSS REF. FILE NO.: PROJECT NO. & WORK ORDER NO.: N0701-BLA-081-GCS00 SHEET NUMBER: 81 OF FILE NO.: 2L-725

(e) PLOT PLAN/SURV LOTS 81-82 BLK "A" - 8310CL264.DFF 2D 18" 20-Aug-01 10:33 AM : 0701-831

OR: 2926 PG: 2562

EXHIBIT C

The Declaration of Protective Covenants, Restrictions and Easements for Colonial Links Villas at Heritage Greens and Amendments thereto, if any, adding prior phases have been recorded in the Public Records of Collier County, Florida as follows:

Phase	Date	O. R. Book	Page	Number of Lots
1	3/28/01	2797	1338	2
9	3/28/01	2797	1423	2
10	5/25/01	2831	1647	2
11	5/25/01	2831	1653	2
17	5/25/01	2831	1659	2
35	6/19/01	2845	624	2
34	6/19/01	2845	630	2
33	6/19/01	2845	636	2
6	6/19/01	2845	642	2
4	9/20/01	2895	2876	2
37	9/20/01	2895	2882	2
36	9/20/01	2895	2888	2
18	9/20/01	2895	2894	2
8	9/20/01	2895	2900	2
7	9/20/01	2895	2906	2
16	11/16/01	2926	2516	2
14	11/16/01	2926	2552	2

COLLIER COUNTY COPY CLERK OF THE CIRCUIT COURT

Total Number of Lots in Colonial Links Villas Before Phase 13 is added 34

Total Number of Lots in Phase 13 2

Total Number of Lots in Colonial Links Villas after Phase 13 is added 36

2887302 OR: 2926 PG: 2552
RECORDED in OFFICIAL RECORDS of COLLIER COUNTY, FL
11/16/2001 at 03:38PM DWIGHT B. BROCK, CLERK
REC FEE 28.50
COPIES 6.00

Prepared by and
Return to:
Stephen D. McCann
2180 Immokalee Road
Suite 306
Naples, Florida 34110

Retn:
STEPHEN D MCCANN
2180 IMMOKALEE RD #306
NAPLES FL 34110

AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS, RESTRICTIONS AND EASEMENTS FOR COLONIAL LINKS AT HERITAGE GREENS TO ADD PHASE 14

THIS AMENDMENT TO THE DECLARATION OF PROTECTIVE COVENANTS, RESTRICTIONS AND EASEMENTS FOR COLONIAL LINKS VILLAS AT HERITAGE GREENS TO ADD PHASE 14 ("Amendment"), is made this 5th day of November, 2001, by COLONIAL HOMES, INC., a Florida Corporation ("Developer") as owner of the "Phase 14 Land" (as hereinafter defined).

WHEREAS, Developer has established Colonial Links Villas at Heritage Greens ("Colonial Links Villas"), according to the Declaration of Protective Covenants, Restrictions and Easements for Colonial Links Villas at Heritage Greens ("Declaration") recorded in Official Records Book 2797, Page 1338, of the Public Records of Collier County, Florida ("County"), and any amendments thereto adding prior phases, the recording information for which amendments is set forth on Exhibit C hereto; and

WHEREAS, Colonial Links Villas is a "Phase Project" as set forth in the Declaration; and

WHEREAS, the Declaration subjects to the provisions of the Declaration as the initial phase "Phase 1;" and also provides for the subjecting to the provisions of the Declaration of Phases 2 through 37; and

WHEREAS, Developer desires to add Phase 14 as part of Colonial Links Villas;

NOW, THEREFORE, in consideration of the premises and covenants herein contained, Developer, as the owner in fee simple of the Phase 14 Land hereby declares:

1. The real property more particularly described in Exhibit A hereto and also described on Exhibit C to the Declaration ("Phase 14 Land") shall be owned, held, used, transferred, sold, conveyed, demised and occupied subject to the covenants, restrictions, easements, regulations, burdens and liens set forth in the Declaration and all amendments thereto, all of which shall run with Phase 14 Land and any part thereof and which shall be binding upon all parties having any right, title or interest in the Phase 14 Land or any part thereof, their heirs, successors and assigns.

2. The Phase 14 Land is added as a part of Colonial Links Villas pursuant to Paragraph 2 of the Declaration.

3. The effect of this Amendment shall be that Phase 14, together with other phases included in Colonial Links Villas pursuant to the Declaration or an amendment thereto, shall be, and the same shall constitute, Colonial Links Villas.

4. This Amendment shall become effective upon recording amongst the Public Records of the County.

COLLIER COUNTY
COPY
CLERK OF THE CIRCUIT COURT

IN WITNESS WHEREOF, Developer has hereunto set its hand and official seal on the date set forth below.

WITNESSES:

DEVELOPER:

COLONIAL HOMES, INC., a Florida Corporation

By: _____
Tony Persichilli,
Senior Vice President

Dated: 11-05-01

DD Davis
Please Print Name

Vicki L Davies
Please Print Name

(CORPORATE SEAL)

Colonial Homes, Inc. CORPORATE SEAL

COLLIER COUNTY CLERK OF COURT COPY

STATE OF FLORIDA
SS:
COUNTY OF Lee

I HEREBY CERTIFY that on this day, personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, Tony Persichilli, as Senior Vice President of COLONIAL HOMES, INC., to me well known to be the person described in and who executed the foregoing instrument, and acknowledged before me that he executed same freely and voluntarily on behalf of said corporation for the purposes therein expressed. He is personally known to me or produced _____ _____ as identification.

IN WITNESS WHEREOF, I hereunto set my hand and official seal in the County and State aforesaid this 5th day of November, 2001

Laurie Souss
My Commission CC757293
Expires July 7, 2002

Notary Public

SEAL

State of Florida at Large

My Commission Expires:

EXHIBIT A

LEGAL DESCRIPTION

OF

PHASE 14 LAND

Lots 79 and 80, Block A of Heritage Greens, according to the Plat thereof recorded in Plat Book 28, Pages 78-94, of the Public Records of Collier County, Florida.

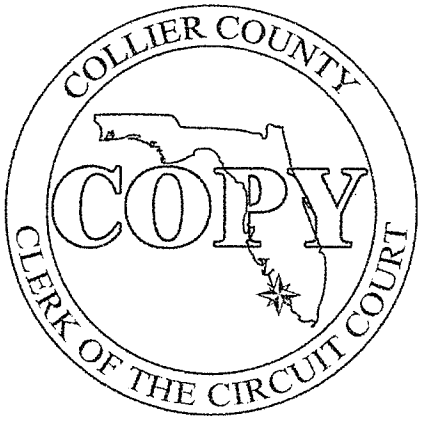
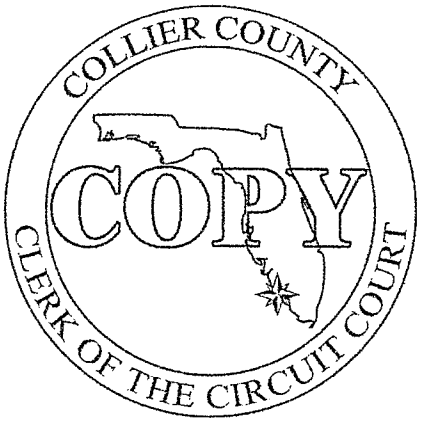
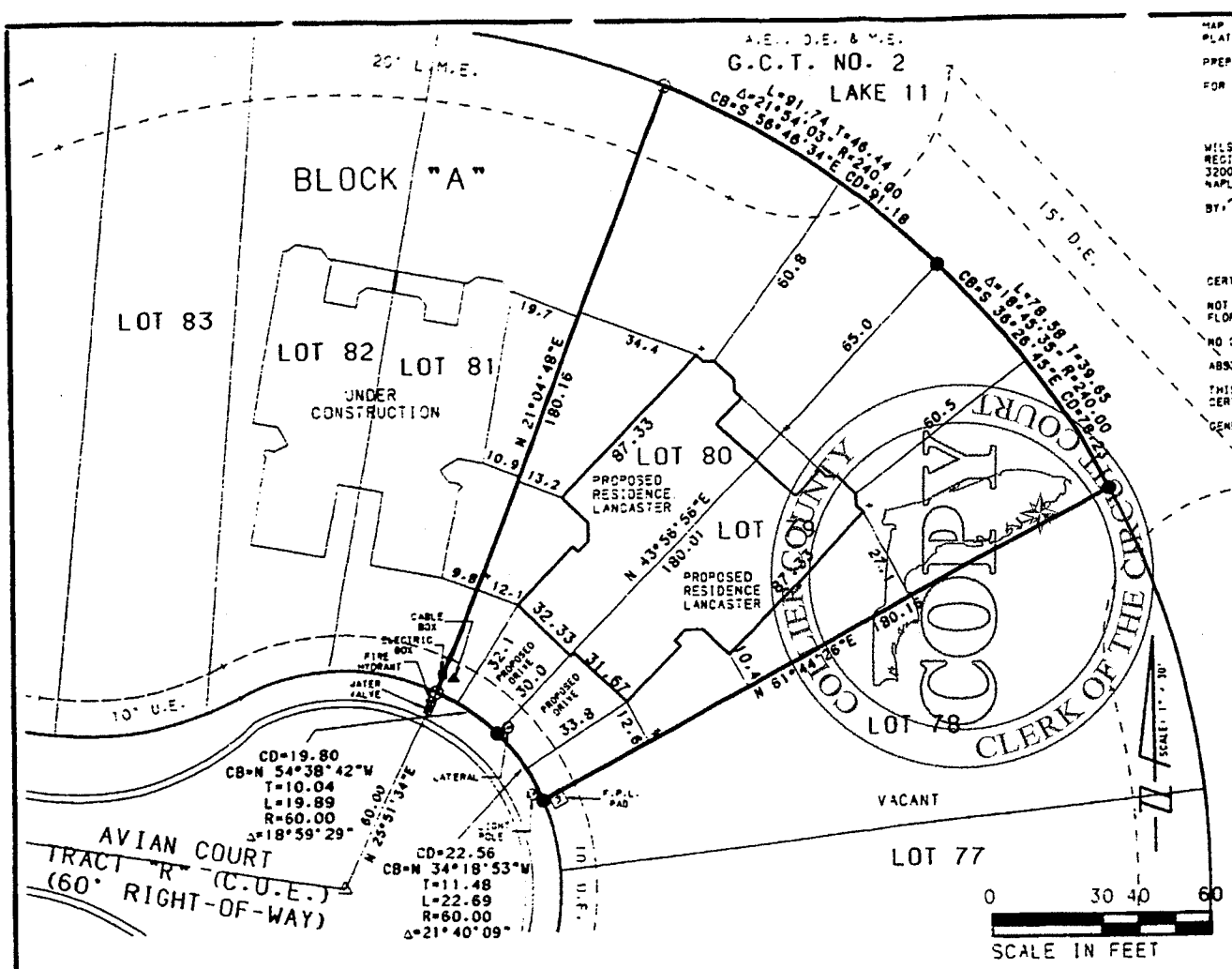


EXHIBIT B

SKETCH OF PHASE 14





MAP OF BOUNDARY SURVEY OF LOT [illegible] & 80, BLOCK "A", HERITAGE GREENS, PLAT BOOK 28, PAGES 78-84, COLLIER COUNTY, FLORIDA.

PREPARED FOR: COLONIAL HOMES

FOR THE BENEFIT OF: COLONIAL HOMES

WILSONMILLER, INC.
REGISTERED ENGINEERS AND LAND SURVEYORS
3200 BAILEY LANE, SUITE 200, (941) 263-6438
NAPLES, FLORIDA 34105

BY: Thomas J. Anderson
THOMAS J. ANDERSON, PROFESSIONAL SURVEYOR AND MAPPER #LS5804

5-14-2001
DATE OF SURVEY

CERTIFICATE OF AUTHORIZATION # LB-43

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

NO OTHER PERSON OR ENTITY MAY RELY UPON THIS SURVEY.

ABSTRACT NOT REVIEWED

THIS BOUNDARY SURVEY IS ONLY FOR THE LANDS AS DESCRIBED. IT IS NOT A CERTIFICATE OF TITLE, ZONING, EASEMENTS OR FREEDOM OF ENCUMBRANCES.

GENERAL NOTES:

1. BEARINGS ARE BASED ON THE COMMON LINE OF SAID LOTS 79 & 80. BEING NORTH 43°56'56" EAST.
2. UNLESS A COMPARISON IS MADE, MEASURED BEARINGS AND DISTANCES ARE IDENTICAL WITH PLAT VALUES.
3. DIMENSIONS ARE IN FEET ' AND DECIMALS . THEREOF.
4. DIMENSIONS ALONG CURVES ARE: Δ= DELTA, L = ARC LENGTH, CD = CHORD DISTANCE, T = TANGENT, R = RADIUS, CB = CHORD BEARING
5. ELEVATIONS ARE BASED ON NATIONAL GEODETIC VERTICAL DATUM, 1929, (N.G.V.D.)
6. LINES SHOWN OUTSIDE OF THE LAND DESCRIBED ARE FOR REFERENCE USE ONLY AND WERE NOT SURVEYED.
7. UNDERGROUND FOOTERS, ROOF OVERHANGS AND STUCCO FINISH WERE NOT TAKEN INTO CONSIDERATION IN PREPARATION OF THIS MAP.

Δ P.C.P. = PERMANENT CONTROL POINT
P.R.M. = PERMANENT REFERENCE MONUMENT
R/W = RIGHT-OF-WAY
CBS = CONCRETE BLOCK STRUCTURE
U.E. = UTILITY EASEMENT, D.E. = DRAINAGE EASEMENT
C.U.E. = COLLIER COUNTY UTILITY EASEMENT
EL. & ELEV. = ELEVATION
CL = CENTERLINE
RD. = ROAD
CONC. = CONCRETE
A/C = AIR CONDITIONER
F.P.L. = FLORIDA POWER & LIGHT
U.T.S. = UNITED TELEPHONE SERVICE
P = PLAT, M = MEASURED, C = CALCULATED, F = FIELD
● S.I.P. = SET 3/8" IRON PIN WITH CAP STAMPED LB-43 24" LONG
○ F.I.P. = FOUND IRON PIN WITH CAP STAMPED LB-43
F.I.P. = FOUND IRON PIN WITH CAP STAMPED 6733
S.C.M. = SET 4" X 4" CONCRETE MONUMENT 24" LONG STAMPED LB-43
F.C.M. = FOUND CONCRETE MONUMENT
D.H. = DRILL HOLES
Δ P.K. NAIL = PARKER KYLON NAIL
B.M. = BENCH MARK
P.C. = POINT OF CURVATURE, P.T. = POINT OF TANGENCY
PROPERTY LIES WITHIN FLOOD ZONE X PER FLOOD INSURANCE RATE MAPS COMMUNITY PANEL #120067 0215D DATED JUNE 3, 1986.

ACTIVITY	INITIALS	EMP. #	MO.	DAY	YR.
RESEARCH					
FIELD WORK/CREW CHIEF	JSM	864	05	14	01
DRAFTED	TJA	471	05	10	01
CHECKED BY:	JPM	275	05	15	01
FIELD BOOK PAGE	L-266	09			

APPROVED:
Thomas J. Anderson
THOMAS J. ANDERSON, P.S.M. #LS5804

WilsonMiller, Inc.
ENGINEERS • SURVEYORS • PLANNERS • ENVIRONMENTAL CONSULTANTS & LANDSCAPE ARCHITECTS • TRANSPORTATION CONSULTANTS
Allen Professional Center
3200 Bailey Lane at Airport Road, Suite 200
Naples, Florida 34105 (941) 649-4040 Fax (941) 643-5716

DATE:	CLIENT: COLONIAL HOMES
05/01	DESCRIPTION: MAP OF BOUNDARY SURVEY
SCALE: 1"=30'	LOTS 79 & 80, BLOCK "A", HERITAGE GREENS, PLAT BOOK 28, PAGES 78-84, COLLIER COUNTY, FLORIDA
CROSS REF. FILE NO.:	PROJECT NO. & WORK ORDER NO.: N0701-BLA-079-GCS00 SHEET NUMBER: 79 OF 2L-725 FILE NO.:

[P] PLOT PLAN/SURV LOTS 79-80 BLK "A", HERITAGE GREENS, PB28 PG78-84 5-May-01 02:30 PM JPM 47

OR: 2926 PG: 2556

EXHIBIT C

The Declaration of Protective Covenants, Restrictions and Easements for Colonial Links Villas at Heritage Greens and Amendments thereto, if any, adding prior phases have been recorded in the Public Records of Collier County, Florida as follows:

Phase	Date	O. R. Book	Page	Number of Lots
1	3/28/01	2797	1338	2
9	3/28/01	2797	1423	2
10	5/25/01	2831	1647	2
11	5/25/01	2831	1653	2
17	5/25/01	2831	1659	2
35	6/19/01	2845	624	2
34	6/19/01	2845	630	2
33	6/19/01	2845	636	2
6	6/19/01	2845	642	2
4	9/20/01	2895	2876	2
37	9/20/01	2895	2882	2
36	9/20/01	2895	2888	2
18	9/20/01	2895	2894	2
8	9/20/01	2895	2900	2
7	9/20/01	2895	2906	2
16	11/16/01	2926	2546	2

COLLIER COUNTY
COPY
CLERK OF THE CIRCUIT COURT

Total Number of Lots in Colonial Links Villas Before Phase 14 is added 32

Total Number of Lots in Phase 14 2

Total Number of Lots in Colonial Links Villas after Phase 14 is added 34

2968628 OR: 3022 PG: 0018
RECORDED in OFFICIAL RECORDS of COLLIER COUNTY, FL
04/19/2002 at 10:50AM DWIGHT B. BROCK, CLERK
REC FEE 20.50
COPIES 6.00
Retn:
STEPHEN D MCCANN
2180 IMMOKALEE RD #306
NAPLES FL 34110

Prepared by and
Return to:
Stephen D. McCann
2180 Immokalee Road
Suite 306
Naples, Florida 34110

AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS, RESTRICTIONS AND EASEMENTS FOR COLONIAL LINKS AT HERITAGE GREENS TO ADD PHASE 15

THIS AMENDMENT TO THE DECLARATION OF PROTECTIVE COVENANTS, RESTRICTIONS AND EASEMENTS FOR COLONIAL LINKS VILLAS AT HERITAGE GREENS TO ADD PHASE 15 ("Amendment"), is made this 12th day of April, 2002, by COLONIAL HOMES, INC., a Florida Corporation ("Developer") as owner of the "Phase 15 Land" (as hereinafter defined).

WHEREAS, Developer has established Colonial Links Villas at Heritage Greens ("Colonial Links Villas"), according to the Declaration of Protective Covenants, Restrictions and Easements for Colonial Links Villas at Heritage Greens ("Declaration") recorded in Official Records Book 2797, Page 1338, of the Public Records of Collier County, Florida ("County"), and any amendments thereto adding prior phases, the recording information for which amendments is set forth on Exhibit C hereto; and

WHEREAS, Colonial Links Villas is a "Phase Project" as set forth in the Declaration; and

WHEREAS, the Declaration subjects to the provisions of the Declaration as the initial phase "Phase 1;" and also provides for the subjecting to the provisions of the Declaration of Phases 2 through 37; and

WHEREAS, Developer desires to add Phase 15 as part of Colonial Links Villas;

NOW, THEREFORE, in consideration of the premises and covenants herein contained, Developer, as the owner in fee simple of the Phase 15 Land hereby declares:

1. The real property more particularly described in Exhibit A hereto and also described on Exhibit C to the Declaration ("Phase 15 Land") shall be owned, held, used, transferred, sold, conveyed, demised and occupied subject to the covenants, restrictions, easements, regulations, burdens and liens set forth in the Declaration and all amendments thereto, all of which shall run with Phase 15 Land and any part thereof and which shall be binding upon all parties having any right, title or interest in the Phase 15 Land or any part thereof, their heirs, successors and assigns.

2. The Phase 15 Land is added as a part of Colonial Links Villas pursuant to Paragraph 2 of the Declaration.

3. The effect of this Amendment shall be that Phase 15, together with other phases included in Colonial Links Villas pursuant to the Declaration or an amendment thereto, shall be, and the same shall constitute, Colonial Links Villas.

4. This Amendment shall become effective upon recording amongst the Public Records of the County.

IN WITNESS WHEREOF, Developer has hereunto set its hand and official seal on the date set forth below.

WITNESSES:

D.D. DAVIS
Please Print Name

H. Hahne
Please Print Name

DEVELOPER:

COLONIAL HOMES, INC., a Florida Corporation

By: _____
Tony Persichilli,
Senior Vice President

Dated: 4-12-02

(CORPORATE SEAL)

COLLIER COUNTY
COPY
CLERK OF THE CIRCUIT COURT

COLONIAL HOMES CORPORATE SEAL

STATE OF FLORIDA)
SS:
COUNTY OF Lee)

I HEREBY CERTIFY that on this day, personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, Tony Persichilli, as Senior Vice President of COLONIAL HOMES, INC., to me well known to be the person described in and who executed the foregoing instrument, and acknowledged before me that he executed same freely and voluntarily on behalf of said corporation for the purposes therein expressed. He is personally known to me or produced _____ _____ as identification.

IN WITNESS WHEREOF, I hereunto set my hand and official seal in the County and State aforesaid this 12th day of April, 2002

Notary Public
State of Florida at Large

SEAL

Laurie Souse
My Commission CC787268
Expires July 7, 2002

My Commission Expires: 7-7-02

EXHIBIT A

LEGAL DESCRIPTION

OF

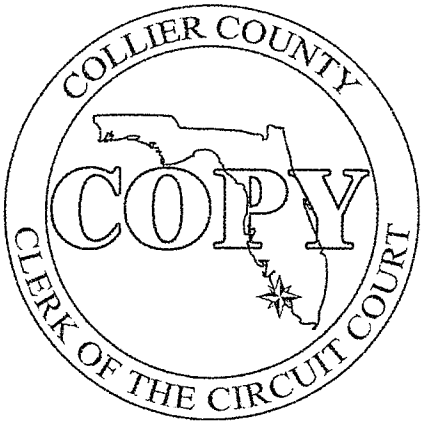
PHASE 15 LAND

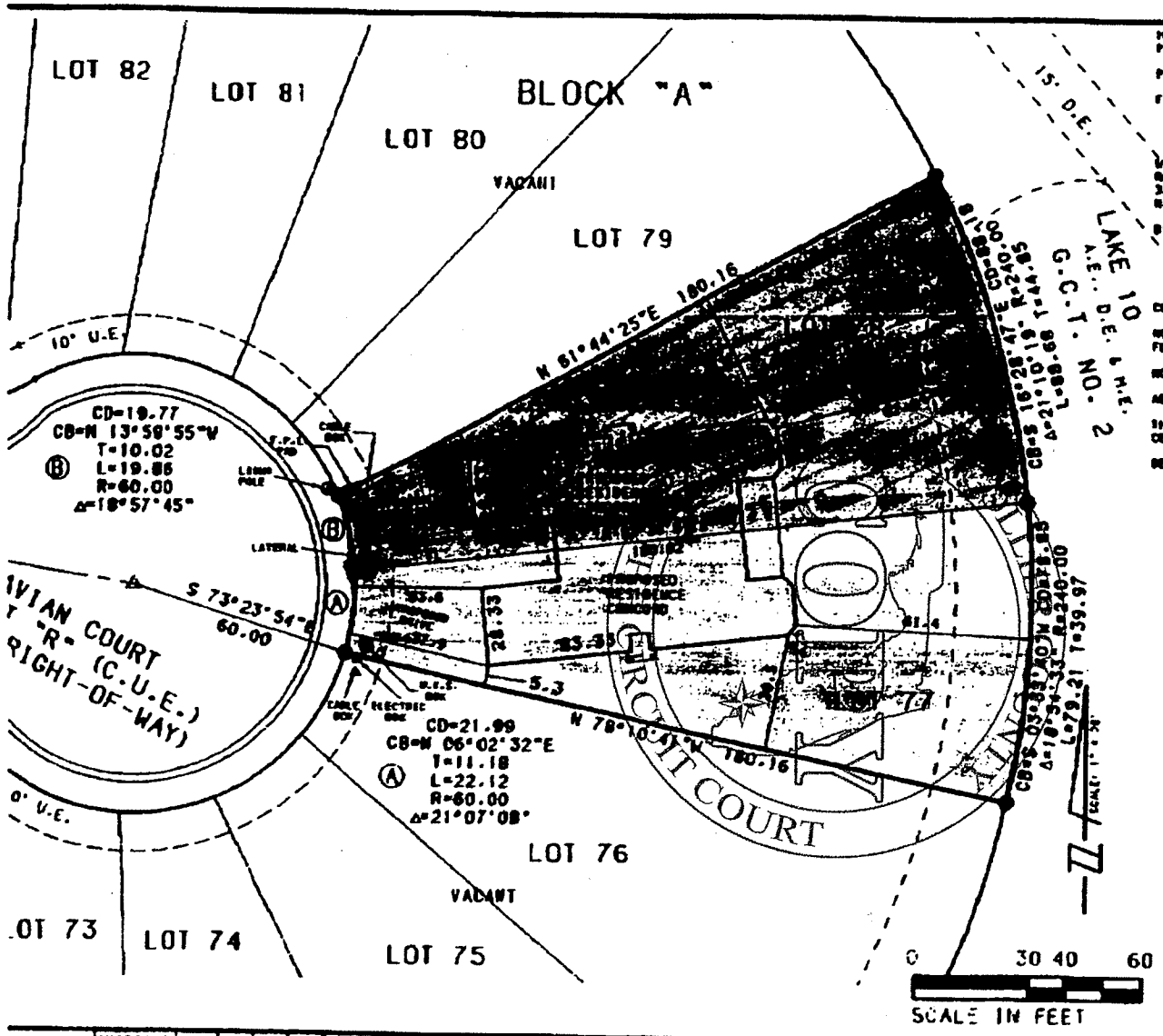
Lots 77 and 78, Block A of Heritage Greens, according to the Plat thereof recorded in Plat Book 28, Pages 78-94, of the Public Records of Collier County, Florida.

COLLIER COUNTY
COPY
CLERK OF THE CIRCUIT COURT

EXHIBIT B

SKETCH OF PHASE 15





MAP OF BOUNDARY SURVEY OF LOTS 77 & 78, BLOCK "A", HERITAGE GREENS, PLAT BOOK 28, PAGES 78-84, COLLIER COUNTY, FLORIDA.

PREPARED FOR: COLONIAL HOMES

FOR THE BENEFIT OF: COLONIAL HOMES

WILSONMILLER, INC.
REGISTERED ENGINEERS AND LAND SURVEYORS
3200 BAILEY LANE, SUITE 200, (941) 263-6405
NAPLES, FLORIDA 34105

BY: Thomas J. Anderson
THOMAS J. ANDERSON, PROFESSIONAL SURVEYOR AND MAPPER #LS5004
5-14-2001
DATE OF SURVEY

CERTIFICATE OF AUTHORIZATION # LB-43

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

NO OTHER PERSON OR ENTITY MAY RELY UPON THIS SURVEY.

ABSTRACT NOT REVIEWED

THIS BOUNDARY SURVEY IS ONLY FOR THE LANDS AS DESCRIBED. IT IS NOT A CERTIFICATE OF TITLE, ZONING, EASEMENTS OR FREEDOM OF ENCUMBRANCES.

GENERAL NOTES:

BEARINGS ARE BASED ON THE COMMON LINE OF SAID LOTS 77 & 78, BEING SOUTH 83°38'32" WEST.
UNLESS A COMPARISON IS MADE, MEASURED BEARINGS AND DISTANCES ARE IDENTICAL WITH PLAT VALUES.
DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.
DIMENSIONS ALONG CURVES ARE: Δ = DELTA, L = ARC LENGTH, CD = CHORD DISTANCE, T = TANGENT, R = RADIUS, CB = CHORD BEARING
ELEVATIONS ARE BASED ON NATIONAL GEODETIC VERTICAL DATUM (1929, N.G.V.D.)
LINES SHOWN OUTSIDE OF THE LAND DESCRIBED ARE FOR REFERENCE USE ONLY AND WERE NOT SURVEYED.
UNDERGROUND FOOTERS, ROOF OVERHANGS AND STUCCO FINISH WERE NOT TAKEN INTO CONSIDERATION IN PREPARATION OF THIS MAP.

Δ P.C.P. = PERMANENT CONTROL POINT
P.R.M. = PERMANENT REFERENCE MONUMENT
R/W = RIGHT-OF-WAY
CBS = CONCRETE BLOCK STRUCTURE
U.E. = UTILITY EASEMENT, D.E. = DRAINAGE EASEMENT
C.U.E. = COLLIER COUNTY UTILITY EASEMENT
EL. & ELEV. = ELEVATION
℄ = CENTERLINE
RD. = ROAD
CONC. = CONCRETE
A/C = AIR CONDITIONER
F.P.L. = FLORIDA POWER & LIGHT
U.T.S. = UNITED TELEPHONE SERVICE
P = PLAT, M = MEASURED, C = CALCULATED, F = FIELD
● S.I.P. = SET 5/8" IRON PIN WITH CAP STAMPED LB-43 24" LONG
F.I.P. = FOUND IRON PIN WITH CAP STAMPED LB-43
F.I.P. = FOUND IRON PIN WITH CAP STAMPED 6753
S.C.M. = SET 4" X 4" CONCRETE MONUMENT 24" LONG STAMPED LB-43
F.C.M. = FOUND CONCRETE MONUMENT
D.H. = DRILL HOLES
Δ P.K. NAIL = PARKER KYLON NAIL
B.M. = BENCH MARK
P.C. = POINT OF CURVATURE, P.T. = POINT OF TANGENCY
PROPERTY LIES WITHIN FLOOD ZONE X PER FLOOD INSURANCE RATE MAPS COMMUNITY PANEL #120067 0010D DATED JUNE 3, 1986.

	INITIALS	EMP.#	MO.	DAY	YR.
CREW CHIEF	JSH	864	05	14	01
	TJA	471	05	09	01
	JPM	275	05	15	01
/PAGE					

APPROVED: Thomas J. Anderson
THOMAS J. ANDERSON, P.S.M. #LS5004

WilsonMiller, Inc.
ENGINEERS • SURVEYORS • PLANNERS • ENVIRONMENTAL CONSULTANTS
LANDSCAPE ARCHITECTS • TRANSPORTATION CONSULTANTS
Wilson Professional Center
3200 Bailey Lane at Airport Road, Suite 200
Naples, Florida 34105 (941) 649-4040 Fax (941) 643-5716

DATE: 05/01
SCALE: 1"=30'
CLIENT: COLONIAL HOMES
DESCRIPTION: MAP OF BOUNDARY SURVEY
LOTS 77 & 78, BLOCK "A", HERITAGE GREENS, PLAT BOOK 28, PAGES 78-84, COLLIER COUNTY, FLORIDA
CROSS REF. FILE NO.:
PROJECT NO. & WORK ORDER NO.: NOTO1-BLA-077-GCS00
SHEET NUMBER: 77 of
FILE NO.: 2L-725

[P] PLOT PLAN/SURV LOTS 77-78 BLK "A". - 471(D.364)PF: 0701 0077 15-May-01 02:27 PM / 0701-47:

MAY-15-2001 16:42 WILSONMILLER SURVEY 941 643 6682 P.05/07

OR: 3022 PG: 0022

EXHIBIT C

The Declaration of Protective Covenants, Restrictions and Easements for Colonial Links Villas at Heritage Greens and Amendments thereto, if any, adding prior phases have been recorded in the Public Records of Collier County, Florida as follows:

Phase	Date	O. R. Book	Page	Number of Lots
1	3/28/01	2797	1338	2
9	3/28/01	2797	1423	2
10	5/25/01	2831	1647	2
11	5/25/01	2831	1653	2
17	5/25/01	2831	1659	2
35	6/19/01	2845	624	2
34	6/19/01	2845	630	2
33	6/19/01	2845	636	2
6	6/19/01	2845	642	2
4	9/20/01	2895	2876	2
37	9/20/01	2895	2882	2
36	9/20/01	2895	2888	2
18	9/20/01	2895	2894	2
8	9/20/01	2895	2900	2
7	9/20/01	2895	2906	2
16	11/16/01	2926	2546	2
14	11/16/01	2926	2552	2
13	11/16/01	2926	2558	2
12	11/16/01	2926	2564	2
3	4/19/02	3022	6	2
20	4/19/02	3022	12	2

COLLIER COUNTY
COPY
CLERK OF THE CIRCUIT COURT

Total Number of Lots in Colonial Links Villas Before Phase 15 is added 42

Total Number of Lots in Phase 15 2

Total Number of Lots in Colonial Links Villas after Phase 15 is added 44

2887301 OR: 2926 PG: 2546
RECORDED in OFFICIAL RECORDS of COLLIER COUNTY, FL
11/16/2001 at 03:38PM DWIGHT B. BROCK, CLERK
REC FEE 20.50
COPIES 6.00

Prepared by and
Return to:
Stephen D. McCann
2180 Immokalee Road
Suite 306
Naples, Florida 34110

Retn:
STEPHEN D MCCANN
2180 IMMOKALEE RD #306
NAPLES FL 34110

AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS, RESTRICTIONS AND EASEMENTS FOR COLONIAL LINKS AT HERITAGE GREENS TO ADD PHASE 16

THIS AMENDMENT TO THE DECLARATION OF PROTECTIVE COVENANTS, RESTRICTIONS AND EASEMENTS FOR COLONIAL LINKS VILLAS AT HERITAGE GREENS TO ADD PHASE 16 ("Amendment"), is made this 5th day of November, 2001, by COLONIAL HOMES, INC., a Florida Corporation ("Developer") as owner of the "Phase 16 Land" (as hereinafter defined).

WHEREAS, Developer has established Colonial Links Villas at Heritage Greens ("Colonial Links Villas"), according to the Declaration of Protective Covenants, Restrictions and Easements for Colonial Links Villas at Heritage Greens ("Declaration") recorded in Official Records Book 2797, Page 1338, of the Public Records of Collier County, Florida ("County"), and any amendments thereto adding prior phases, the recording information for which amendments is set forth on Exhibit C hereto; and

WHEREAS, Colonial Links Villas is a "Phase Project" as set forth in the Declaration; and

WHEREAS, the Declaration subjects to the provisions of the Declaration as the initial phase "Phase 1," and also provides for the subjecting to the provisions of the Declaration of Phases 2 through 37; and

WHEREAS, Developer desires to add Phase 16 as part of Colonial Links Villas;

NOW, THEREFORE, in consideration of the premises and covenants herein contained, Developer, as the owner in fee simple of the Phase 16 Land hereby declares:

1. The real property more particularly described in Exhibit A hereto and also described on Exhibit C to the Declaration ("Phase 16 Land") shall be owned, held, used, transferred, sold, conveyed, demised and occupied subject to the covenants, restrictions, easements, regulations, burdens and liens set forth in the Declaration and all amendments thereto, all of which shall run with Phase 16 Land and any part thereof and which shall be binding upon all parties having any right, title or interest in the Phase 16 Land or any part thereof, their heirs, successors and assigns.

2. The Phase 16 Land is added as a part of Colonial Links Villas pursuant to Paragraph 2 of the Declaration.

3. The effect of this Amendment shall be that Phase 16, together with other phases included in Colonial Links Villas pursuant to the Declaration or an amendment thereto, shall be, and the same shall constitute, Colonial Links Villas.

4. This Amendment shall become effective upon recording amongst the Public Records of the County.

IN WITNESS WHEREOF, Developer has hereunto set its hand and official seal on the date set forth below.

WITNESSES:

D.D. Davis
Please Print Name

Vicki L Davies
Vicki L Davies
Please Print Name

DEVELOPER:

COLONIAL HOMES, INC., a Florida Corporation

By: _____
Tony Persichilli,
Senior Vice President

Dated: 11-05-01

(CORPORATE SEAL)

Colonial Homes, Inc. CORPORATE SEAL

COLLIER COUNTY
COPY
CLERK OF THE CIRCUIT COURT

STATE OF FLORIDA)
SS
COUNTY OF Lee

I HEREBY CERTIFY that on this day, personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, Tony Persichilli, as Senior Vice President of COLONIAL HOMES, INC., to me well known to be the person described in and who executed the foregoing instrument, and acknowledged before me that he executed same freely and voluntarily on behalf of said corporation for the purposes therein expressed. He is personally known to me or produced _____ as identification.

IN WITNESS WHEREOF, I hereunto set my hand and official seal in the County and State aforesaid this 5th day of November 2001

Laurie Souss
My Commission CC787389
Expires July 7, 2002

Notary Public

SEAL

Laurie Souss
My Commission CC787389
Expires July 7, 2002

State of Florida at Large

My Commission Expires:

EXHIBIT A

LEGAL DESCRIPTION

OF

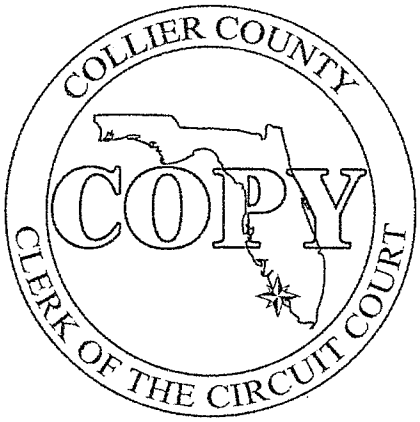
PHASE 16 LAND

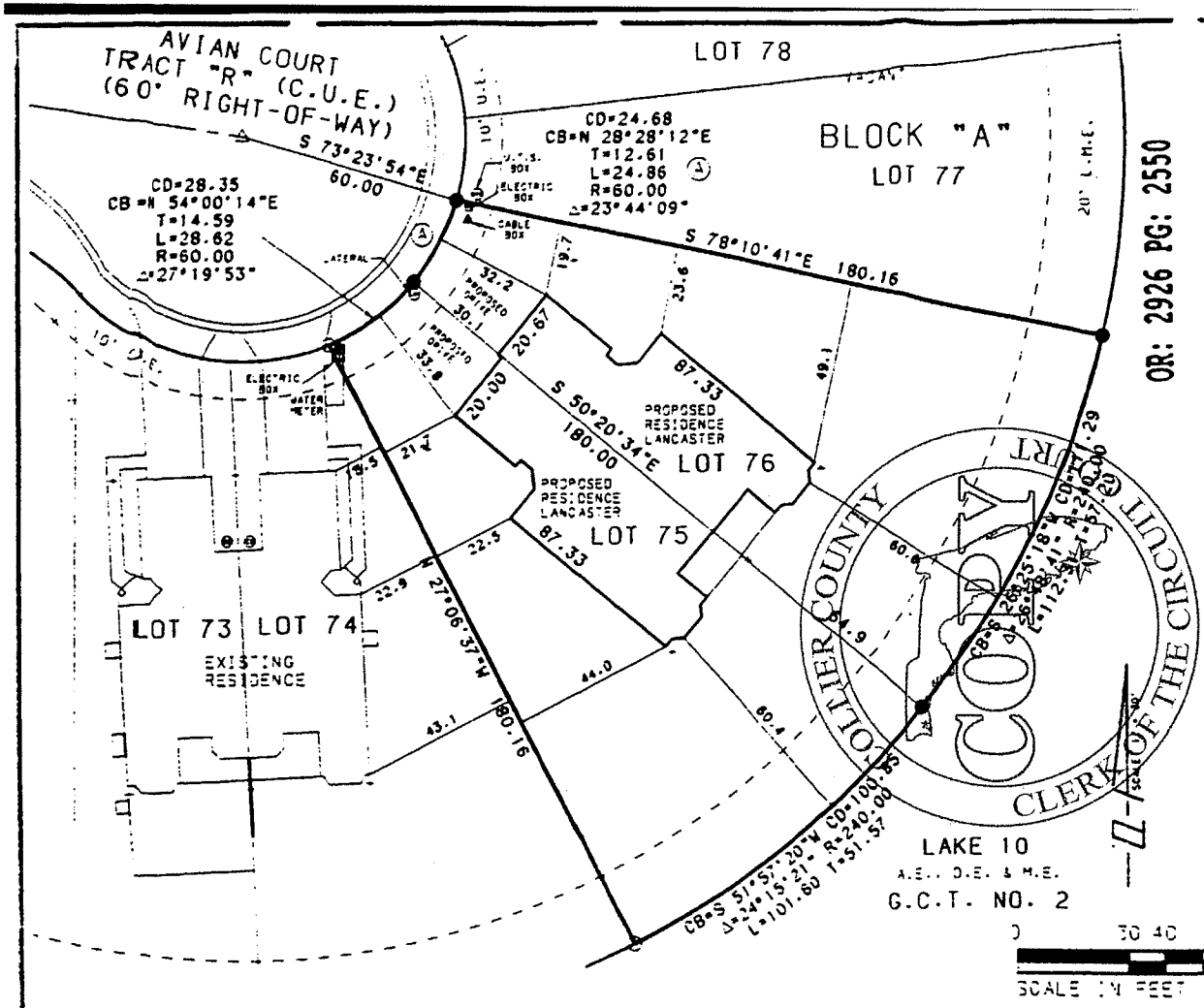
Lots 75 and 76, Block A of Heritage Greens, according to the Plat thereof recorded in Plat Book 28, Pages 78-94, of the Public Records of Collier County, Florida.

COLLIER COUNTY
COPY
CLERK OF THE CIRCUIT COURT

EXHIBIT B

SKETCH OF PHASE 16





OR: 2926 PG: 2550

MAP OF BOUNDARY SURVEY OF LOTS 75 & 76, BLOCK "A", HERITAGE GREENS, PLAT BOOK 28, PAGES 78-94, COLLIER COUNTY, FLORIDA

PREPARED FOR: COLONIAL HOMES

FOR THE BENEFIT OF: COLONIAL HOMES

WILSONMILLER, INC.
REGISTERED ENGINEERS AND LAND SURVEYORS
3200 BAILEY LANE, SUITE 250, (941) 253-6408
NAPLES, FLORIDA 34105

BY: Thomas J. Anderson
THOMAS J. ANDERSON, PROFESSIONAL SURVEYOR AND MAPPER #LS5304

5-14-2001
DATE OF SURVEY

CERTIFICATE OF AUTHORIZATION # LB-43

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

NO OTHER PERSON OR ENTITY MAY RELY UPON THIS SURVEY.

ABSTRACT NOT REVIEWED

THIS BOUNDARY SURVEY IS ONLY FOR THE LANDS AS DESCRIBED. IT IS NOT A CERTIFICATE OF TITLE, ZONING, EASEMENTS OR FREEDOM OF ENCUMBRANCES.

GENERAL NOTES:

BEARINGS ARE BASED ON THE COMMON LINE OF SAID LOTS 75 & 76, BEING NORTH 50°20'33" WEST.
UNLESS A COMPARISON IS MADE, MEASURED BEARINGS AND DISTANCES ARE IDENTICAL WITH PLAT VALUES.
DIMENSIONS ARE IN FEET ' AND DECIMALS . THEREOF.
DIMENSIONS ALONG CURVES ARE: Δ = DELTA, L = ARC LENGTH, CD = CHORD DISTANCE, T = TANGENT, R = RADIUS, CB = CHORD BEARING
ELEVATIONS ARE BASED ON NATIONAL GEODETIC VERTICAL DATUM, 1929, (N.G.V.D.)
LINES SHOWN OUTSIDE OF THE LAND DESCRIBED ARE FOR REFERENCE USE ONLY AND WERE NOT SURVEYED.
UNDERGROUND FOOTERS, ROOF OVERHANGS AND STUCCO FINISH WERE NOT TAKEN INTO CONSIDERATION IN PREPARATION OF THIS MAP.

Δ P.C.P. = PERMANENT CONTROL POINT
P.R.M. = PERMANENT REFERENCE MONUMENT
R/W = RIGHT-OF-WAY
CBS = CONCRETE BLOCK STRUCTURE
U.E. = UTILITY EASEMENT, D.E. = DRAINAGE EASEMENT
C.U.E. = COLLIER COUNTY UTILITY EASEMENT
EL. & ELEV. = ELEVATION
CL = CENTERLINE
RD. = ROAD
CONC. = CONCRETE
A/C = AIR CONDITIONER
F.P.L. = FLORIDA POWER & LIGHT
U.T.S. = UNITED TELEPHONE SERVICE
P = PLAT, M = MEASURED, C = CALCULATED, F = FIELD
● S.I.P. = SET 5/8" IRON PIN WITH CAP STAMPED LB-43 24" LONG
○ F.I.P. = FOUND IRON PIN WITH CAP STAMPED LB-43
F.I.P. = FOUND IRON PIN WITH CAP STAMPED 6753
S.C.M. = SET 4" X 4" CONCRETE MONUMENT 24" LONG STAMPED LB-43
F.C.M. = FOUND CONCRETE MONUMENT
D.H. = DRILL HOLES
Δ P.K. NAIL = PARKER KYLON NAIL
B.M. = BENCH MARK
P.C. = POINT OF CURVATURE, P.T. = POINT OF TANGENCY
PROPERTY LIES WITHIN FLOOD ZONE X PER FLOOD INSURANCE RATE MAPS COMMUNITY PANEL #120067 0215D DATED JUNE 3, 1986.

ACTIVITY	INITIALS	EMPLOYEE NO.	DAY	MO.	YR.
FIELD-WORK					
FIELD WORK CREW CHIEF	JSM	964	05	14	01
DRAFTED	LA	471	05	09	01
CHECKED BY:	JSM	964	05	15	01
FIELD BOOK: PAGE	1366	39			

APPROVED:
Thomas J. Anderson
THOMAS J. ANDERSON, P.S.M. #LS5304

WilsonMiller, Inc.
ENGINEERS • SURVEYORS • PLANNERS • ENVIRONMENTAL CONSULTANTS & LANDSCAPE ARCHITECTS • TRANSPORTATION CONSULTANTS
Naples, Fort Myers, Sarasota, Palm Beach, Stuart
3200 Bailey Lane, Suite 250, Naples, FL 34105 (941) 263-6408 FAX (941) 643-8044
Licensed Business #LB-43

DATE: 05/01
CLIENT: COLONIAL HOMES
DESCRIPTION: MAP OF BOUNDARY SURVEY
SCALE: 1"=30' LOTS 75 & 76, BLOCK "A", HERITAGE GREENS, PLAT BOOK 28, PAGES 78-94, COLLIER COUNTY, FLORIDA
PROJECT NO. 0179-00300 SHEET NUMBER 1 OF 1 SHEETS FILE NO. 2L-725

EXHIBIT C

The Declaration of Protective Covenants, Restrictions and Easements for Colonial Links Villas at Heritage Greens and Amendments thereto, if any, adding prior phases have been recorded in the Public Records of Collier County, Florida as follows:

Phase	Date	O. R. Book	Page	Number of Lots
1	3/28/01	2797	1338	2
9	3/28/01	2797	1423	2
10	5/25/01	2831	1647	2
11	5/25/01	2831	1653	2
17	5/25/01	2831	1659	2
35	6/19/01	2845	624	2
34	6/19/01	2845	630	2
33	6/19/01	2845	636	2
6	6/19/01	2845	642	2
4	9/20/01	2895	2876	2
37	9/20/01	2895	2882	2
36	9/20/01	2895	2888	2
18	9/20/01	2895	2894	2
8	9/20/01	2895	2900	2
7	9/20/01	2895	2906	2

COLLIER COUNTY COPY CLERK OF THE CIRCUIT COURT

Total Number of Lots in Colonial Links Villas Before Phase 16 is added 30

Total Number of Lots in Phase 16 2

Total Number of Lots in Colonial Links Villas after Phase 16 is added 32

2801930 OR: 2831 PG: 1659
RECORDED in OFFICIAL RECORDS of COLLIER COUNTY, FL
05/25/2001 at 09:46AM DWIGHT B. BROCK, CLERK
REC FEE 28.50
COPIES 6.00

Prepared by and
Return to:
Stephen D. McCann
2180 Immokalee Road
Suite 306
Naples, Florida 34110

Retn:
STEPHEN D MCCANN
2180 IMMOKALEE RD #306
NAPLES FL 34110

AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS, RESTRICTIONS AND EASEMENTS FOR COLONIAL LINKS AT HERITAGE GREENS TO ADD PHASE 17

THIS AMENDMENT TO THE DECLARATION OF PROTECTIVE COVENANTS, RESTRICTIONS AND EASEMENTS FOR COLONIAL LINKS VILLAS AT HERITAGE GREENS TO ADD PHASE 17 ("Amendment"), is made this 18th day of May, 2001, by COLONIAL HOMES, INC., a Florida Corporation ("Developer") as owner of the "Phase 17 Land" (as hereinafter defined).

WHEREAS, Developer has established Colonial Links Villas at Heritage Greens ("Colonial Links Villas"), according to the Declaration of Protective Covenants, Restrictions and Easements for Colonial Links Villas at Heritage Greens ("Declaration") recorded in Official Records Book 2797, Page 1338, of the Public Records of Collier County, Florida ("County"), and any amendments thereto adding prior phases, the recording information for which amendments is set forth on Exhibit C hereto; and

WHEREAS, Colonial Links Villas is a "Phase Project" as set forth in the Declaration; and

WHEREAS, the Declaration subjects to the provisions of the Declaration as the initial phase "Phase 1," and also provides for the subjecting to the provisions of the Declaration of Phases 2 through 37; and

WHEREAS, Developer desires to add Phase 17 as part of Colonial Links Villas;

NOW, THEREFORE, in consideration of the premises and covenants herein contained, Developer, as the owner in fee simple of the Phase 17 Land hereby declares:

1. The real property more particularly described in Exhibit A hereto and also described on Exhibit C to the Declaration ("Phase 17 Land") shall be owned, held, used, transferred, sold, conveyed, demised and occupied subject to the covenants, restrictions, easements, regulations, burdens and liens set forth in the Declaration and all amendments thereto, all of which shall run with Phase 17 Land and any part thereof and which shall be binding upon all parties having any right, title or interest in the Phase 17 Land or any part thereof, their heirs, successors and assigns.

2. The Phase 17 Land is added as a part of Colonial Links Villas pursuant to Paragraph 2 of the Declaration.

3. The effect of this Amendment shall be that Phase 17, together with other phases included in Colonial Links Villas pursuant to the Declaration or an amendment thereto, shall be, and the same shall constitute, Colonial Links Villas.

4. This Amendment shall become effective upon recording amongst the Public Records of the County.

COLLIER COUNTY
COPY
CLERK OF THE CIRCUIT COURT

IN WITNESS WHEREOF, Developer has hereunto set its hand and official seal on the date set forth below.

WITNESSES:

DEVELOPER:

COLONIAL HOMES, INC., a Florida Corporation

Kathy Palo

Kathy Palo
Please Print Name

By: _____
Tony Persichilli,
Division President

Dated: 5/18/2001

M. Helme

M. Helme
Please Print Name

(CORPORATE SEAL)

COLLIER COUNTY
CLERK OF THE CIRCUIT COURT
COPY

STATE OF FLORIDA)
) SS
COUNTY OF Lee)

I HEREBY CERTIFY that on this day, personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, Tony Persichilli, as Division President of COLONIAL HOMES, INC., to me well known to be the person described in and who executed the foregoing instrument, and acknowledged before me that he executed same freely and voluntarily on behalf of said corporation for the purposes therein expressed. He is personally known to me or produced _____ _____ as identification.

IN WITNESS WHEREOF, I hereunto set my hand and official seal in the County and State aforesaid this 18th day of May, 2001

Laurie Sousa
Notary Public

Laurie Sousa
My Commission CC757293
Expires July 7, 2002

SEAL

State of Florida at Large

My Commission Expires:

EXHIBIT A

LEGAL DESCRIPTION

OF

PHASE 17 LAND

Lots 73 and 74, Block A of Heritage Greens, according to the Plat thereof recorded in Plat Book 28, Pages 78-94, of the Public Records of Collier County, Florida.

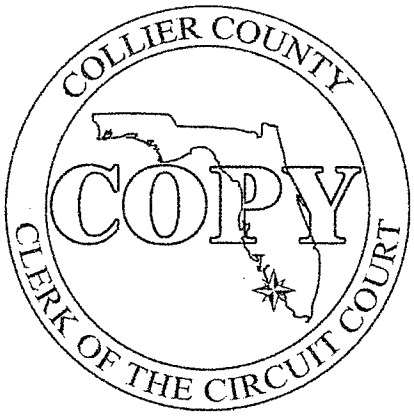


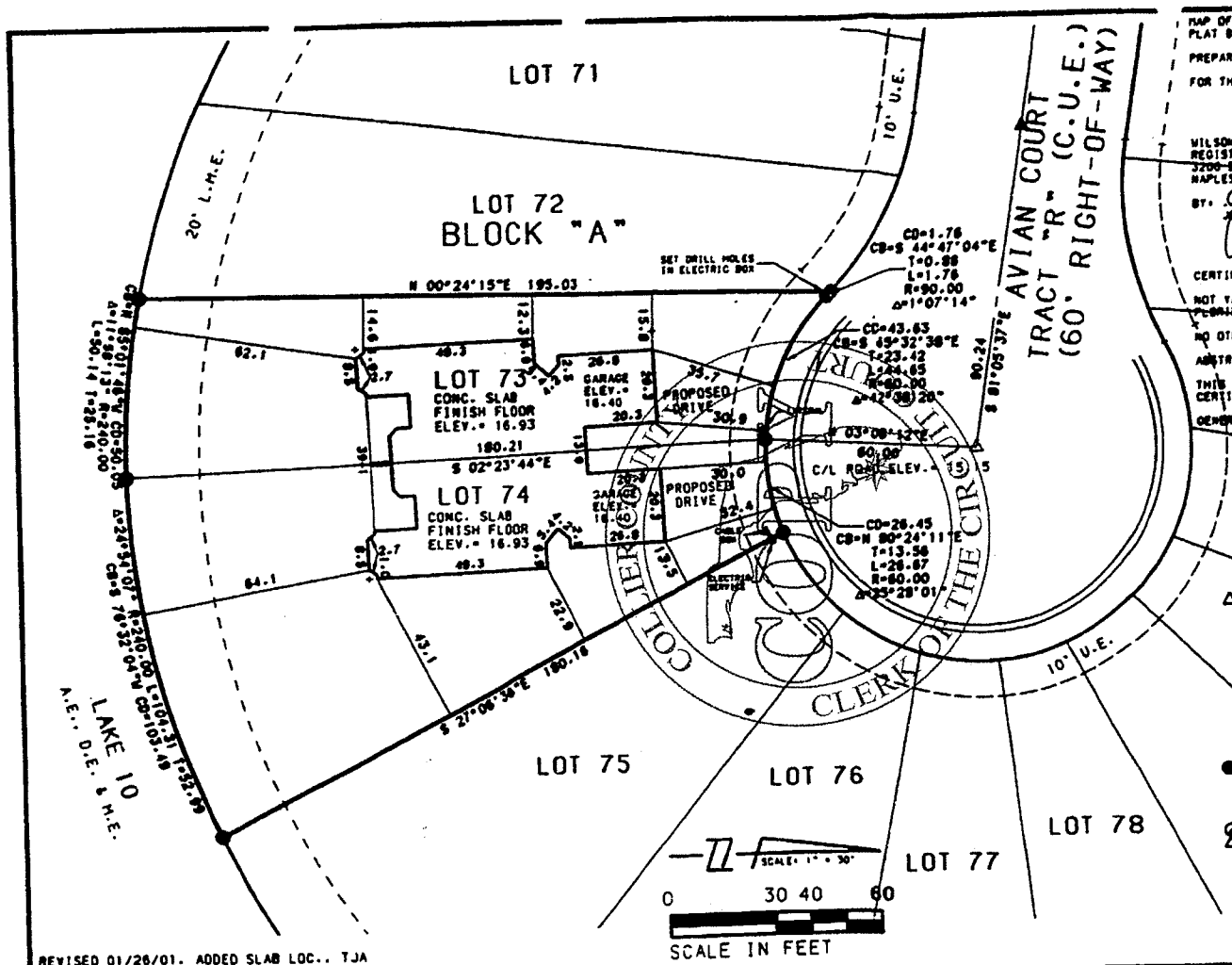
EXHIBIT B

SKETCH OF PHASE 17

COLLIER COUNTY
COPY
CLERK OF THE CIRCUIT COURT

OR: 2831 PG: 1663

52-09073/74 G



MAP OF BOUNDARY SURVEY OF LOTS 73 & 74, BLOCK "A", HERITAGE GREENS. PLAT BOOK 28, PAGES 78-94, COLLIER COUNTY, FLORIDA.

PREPARED FOR: COLONIAL HOMES

FOR THE BENEFIT OF: COLONIAL HOMES

WILSONMILLER, INC.
REGISTERED ENGINEERS AND LAND SURVEYORS
3200 BAILEY LANE, SUITE 200, (941) 263-6408
NAPLES, FLORIDA 34105

BY: John P. Maloney
JOHN P. MALONEY, PROFESSIONAL SURVEYOR AND MAPPER #LS4493
11-01-2000
DATE OF SURVEY

CERTIFICATE OF AUTHORIZATION - LB-43

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

NO OTHER PERSON OR ENTITY MAY RELY UPON THIS SURVEY.

ABSTRACT NOT REVIEWED

THIS BOUNDARY SURVEY IS ONLY FOR THE LANDS AS DESCRIBED. IT IS NOT A CERTIFICATE OF TITLE, ZONING, EASEMENTS OR FREEDOM OF ENCUMBRANCES.

GENERAL NOTES:

BEARINGS ARE BASED ON THE COMMON LINE OF SAID LOTS 73 & 74, BEING NORTH 02°23'44" WEST.
UNLESS A COMPARISON IS MADE, MEASURED BEARINGS AND DISTANCES ARE IDENTICAL WITH PLAT VALUES.
DIMENSIONS ARE IN FEET AND DECIMALS, THEREOF.
DIMENSIONS ALONG CURVES ARE: Δ = DELTA, L = ARC LENGTH, CD = CHORD DISTANCE, T = TANGENT, R = RADIUS, CB = CHORD BEARING
ELEVATIONS ARE BASED ON NATIONAL GEODETIC VERTICAL DATUM, 1929, (N.G.V.D.)
LINES SHOWN OUTSIDE OF THE LAND DESCRIBED ARE FOR REFERENCE USE ONLY AND WERE NOT SURVEYED.
UNDERGROUND FOOTERS, ROOF OVERHANGS AND STUCCO FINISH WERE NOT TAKEN INTO CONSIDERATION IN PREPARATION OF THIS MAP.

Δ P.C.P. = PERMANENT CONTROL POINT
P.R.M. = PERMANENT REFERENCE MONUMENT
R/W = RIGHT-OF-WAY
CBS = CONCRETE BLOCK STRUCTURE
U.E. = UTILITY EASEMENT, D.E. = DRAINAGE EASEMENT
C.U.E. = COLLIER COUNTY UTILITY EASEMENT
EL. & ELEV. = ELEVATION
CL = CENTERLINE
RD. = ROAD
CONC. = CONCRETE
A/C = AIR CONDITIONER
F.P.L. = FLORIDA POWER & LIGHT
U.T.S. = UNITED TELEPHONE SERVICE
P = PLAT, M = MEASURED, C = CALCULATED, F = FIELD
● S.I.P. = SET 5/8" IRON PIN WITH CAP STAMPED LB-43 24" LONG
F.I.P. = FOUND IRON PIN WITH CAP STAMPED LB-43
F.I.P. = FOUND IRON PIN WITH CAP STAMPED 6753
S.C.M. = SET 4" x 4" CONCRETE MONUMENT 24" LONG STAMPED LB-43
F.C.M. = FOUND CONCRETE MONUMENT
D.H. = DRILL HOLES
P.K. NAIL = PARKER KYLON NAIL
B.M. = BENCH MARK
P.C. = POINT OF CURVATURE, P.T. = POINT OF TANGENCY
PROPERTY LIES WITHIN FLOOD ZONE X PER FLOOD INSURANCE RATE MAPS COMMUNITY PANEL #120067 0215D DATED JUNE 3, 1986.

REVISED 01/26/01. ADDED SLAB LOC., TJA
F.B. L-2617, 17. W0701-BLA-073-GCS00

ACTIVITY	INITIALS	EMP.#	MO.	DAY	YR.
RESEARCH					
FIELD WORK/CREW CHIEF	JSM	864	11	01	00
DRAFTED	WAG	831	10	30	00
CHECKED BY:	JPM	275	10	30	00
FIELD BOOK/PAGE	L-2588, 62				

APPROVED:
John P. Maloney
JOHN P. MALONEY, P.S.M. #LS4493

WilsonMiller, Inc.
ENGINEERS • SURVEYORS • PLANNERS • ENVIRONMENTAL CONSULTANTS & LANDSCAPE ARCHITECTS • TRANSPORTATION CONSULTANTS
Wilson Professional Center
3200 Bailey Lane at Airport Road, Suite 200
Naples, Florida 34105 (941) 649-4040 Fax (941) 643-5716

DATE:	CLIENT: COLONIAL HOMES
10/00	DESCRIPTION: MAP OF BOUNDARY SURVEY
SCALE: 1"=30'	LOTS 73 & 74, BLOCK "A", HERITAGE GREENS. PLAT BOOK 28, PAGES 78-94, COLLIER COUNTY, FLORIDA
CADD REF. FILE NO.:	PROJECT NO. & WORK ORDER NO.: W0701-BLA-073-GCS00 / SHEET NUMBER: 73 OF ___ / FILE NO.: 2L-725

[P] PLOT PLAN/SURV LOTS 73-74 BLK "A". - 471(0.364)PF: 0701 1073 29-Jan-01 03:15 PM / 0701-471

EXHIBIT C

The Declaration of Protective Covenants, Restrictions and Easements for Colonial Links Villas at Heritage Greens and Amendments thereto, if any, adding prior phases have been recorded in the Public Records of Collier County, Florida as follows:

Phase	Date	O. R. Book	Page	Number of Lots
1	3/28/01	2797	1338	2
9	3/28/01	2797	1423	2
10	5/25/01	2831	1647	2
11	5/25/01	2831	1653	2

COLLIER COUNTY
COPY
CLERK OF THE CIRCUIT COURT

Total Number of Lots in Colonial Links Villas Before Phase 17 is added 8

Total Number of Lots in Phase 17 2

Total Number of Lots in Colonial Links Villas after Phase 17 is added 10

2860194 OR: 2895 PG: 2894
RECORDED in OFFICIAL RECORDS of COLLIER COUNTY, FL
09/20/2001 at 02:30PM DWIGHT B. BROCK, CLERK
REC FEE 28.50
COPIES 6.00

Prepared by and
Return to:
Stephen D. McCann
2180 Immokalee Road
Suite 306
Naples, Florida 34110

Retn:
STEPHEN D MCCANN
2180 IMMOKALEE RD #306
NAPLES FL 34110

AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS, RESTRICTIONS AND EASEMENTS FOR COLONIAL LINKS AT HERITAGE GREENS TO ADD PHASE 18

THIS AMENDMENT TO THE DECLARATION OF PROTECTIVE COVENANTS, RESTRICTIONS AND EASEMENTS FOR COLONIAL LINKS VILLAS AT HERITAGE GREENS TO ADD PHASE 18 ("Amendment"), is made this 17th day of September, 2001, by COLONIAL HOMES, INC., a Florida Corporation ("Developer") as owner of the "Phase 18 Land" (as hereinafter defined).

WHEREAS, Developer has established Colonial Links Villas at Heritage Greens ("Colonial Links Villas"), according to the Declaration of Protective Covenants, Restrictions and Easements for Colonial Links Villas at Heritage Greens ("Declaration") recorded in Official Records Book 2797, Page 1338, of the Public Records of Collier County, Florida ("County"), and any amendments thereto adding prior phases, the recording information for which amendments is set forth on Exhibit C hereto; and

WHEREAS, Colonial Links Villas is a "Phase Project" as set forth in the Declaration; and

WHEREAS, the Declaration subjects to the provisions of the Declaration as the initial phase "Phase 1," and also provides for the subjecting to the provisions of the Declaration of Phases 2 through 37; and

WHEREAS, Developer desires to add Phase 18 as part of Colonial Links Villas;

NOW, THEREFORE, in consideration of the premises and covenants herein contained, Developer, as the owner in fee simple of the Phase 18 Land hereby declares:

1. The real property more particularly described in Exhibit A hereto and also described on Exhibit C to the Declaration ("Phase 18 Land") shall be owned, held, used, transferred, sold, conveyed, demised and occupied subject to the covenants, restrictions, easements, regulations, burdens and liens set forth in the Declaration and all amendments thereto, all of which shall run with Phase 18 Land and any part thereof and which shall be binding upon all parties having any right, title or interest in the Phase 18 Land or any part thereof, their heirs, successors and assigns.

2. The Phase 18 Land is added as a part of Colonial Links Villas pursuant to Paragraph 2 of the Declaration.

3. The effect of this Amendment shall be that Phase 18, together with other phases included in Colonial Links Villas pursuant to the Declaration or an amendment thereto, shall be, and the same shall constitute, Colonial Links Villas.

4. This Amendment shall become effective upon recording amongst the Public Records of the County.

COLLIER COUNTY
COPY
CLERK OF THE CIRCUIT COURT

IN WITNESS WHEREOF, Developer has hereunto set its hand and official seal on the date set forth below.

WITNESSES:

DEVELOPER:

COLONIAL HOMES, INC., a Florida Corporation

By: _____
Tony Persichilli,
Senior Vice President

Dated: 9-17-01

Please Print Name

Please Print Name

(CORPORATE SEAL)

COLLIER COUNTY
COPY
CLERK OF COURT

COLONIAL HOMES, INC. CORPORATE SEAL

STATE OF FLORIDA
SS:
COUNTY OF Lee

I HEREBY CERTIFY that on this day, personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, Tony Persichilli, as Senior Vice President of COLONIAL HOMES, INC., to me well known to be the person described in and who executed the foregoing instrument, and acknowledged before me that he executed same freely and voluntarily on behalf of said corporation for the purposes therein expressed. He is personally known to me or produced _____ as identification.

IN WITNESS WHEREOF, I hereunto set my hand and official seal in the County and State aforesaid this 17th day of September, 2001

Notary Public

SEAL

State of Florida at Large

My Commission Expires:

PEGGY FRISHOUR
MY COMMISSION # CC 918660
EXPIRES: March 7, 2004
Bonded Thru Notary Public Underwriters

EXHIBIT A

LEGAL DESCRIPTION

OF

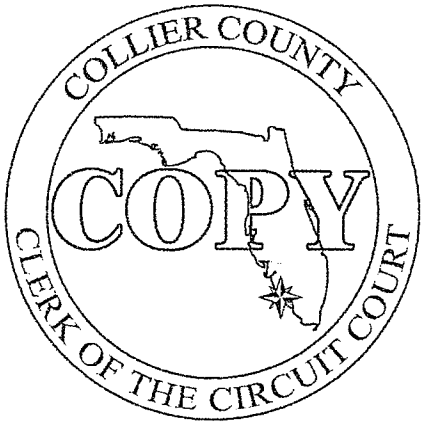
PHASE 18 LAND

Lots 71 and 72, Block A of Heritage Greens, according to the Plat thereof recorded in Plat Book 28, Pages 78-94, of the Public Records of Collier County, Florida.

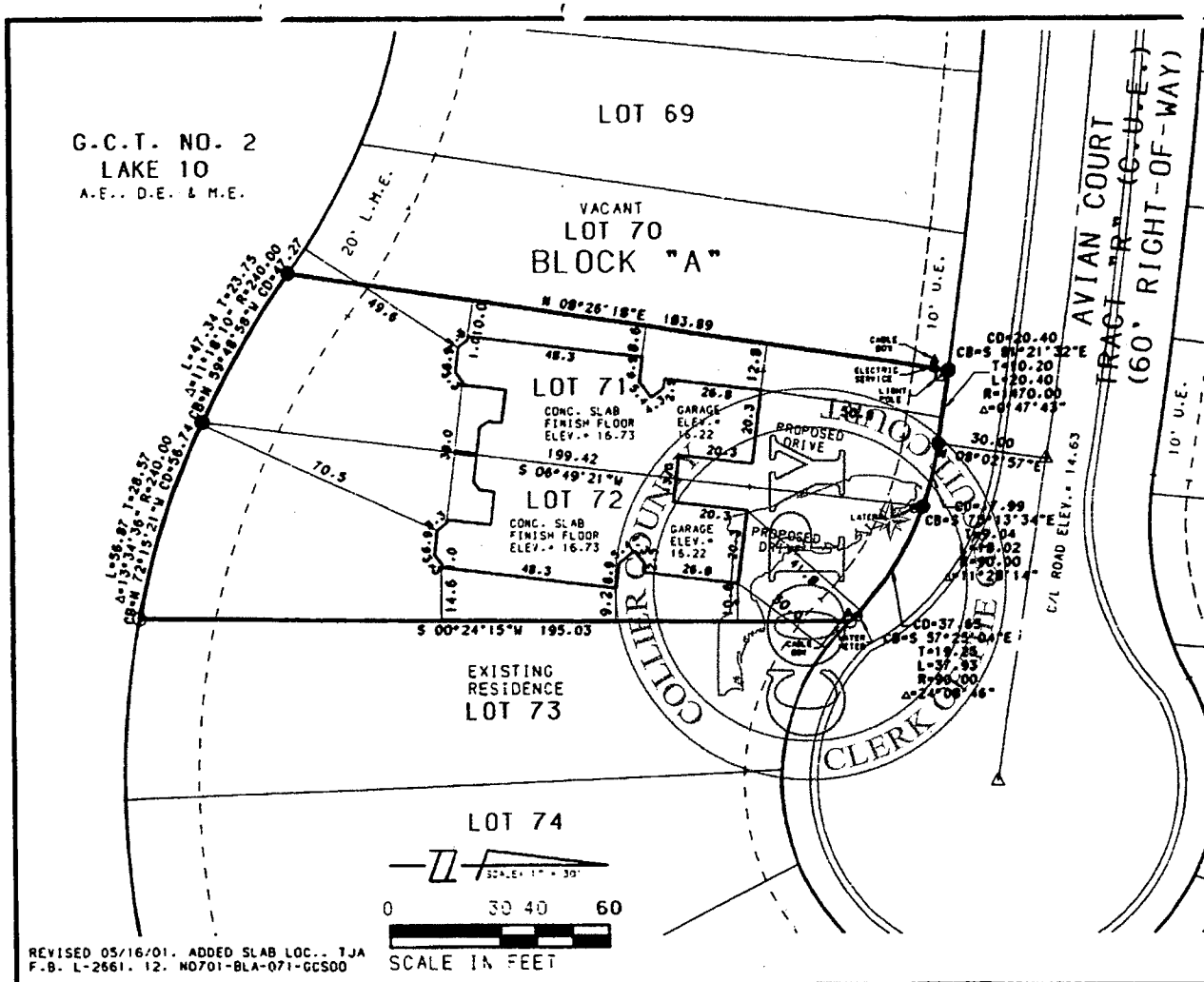
COLLIER COUNTY
COPY
CLERK OF THE CIRCUIT COURT

EXHIBIT B

SKETCH OF PHASE 18



OR: 2895 PG: 2898



MAP OF BOUNDARY SURVEY OF LOTS 71 & 72 BLOCK "A", HERITAGE GREENS, PLAT BOOK 28, PAGES 78-94, COLLIER COUNTY, FLORIDA.

PREPARED FOR: COLONIAL HOMES

FOR THE BENEFIT OF: COLONIAL HOMES

WILSONMILLER, INC.
REGISTERED ENGINEERS AND LAND SURVEYORS
3200 BAILEY LANE, SUITE 200 (941) 263-6408
NAPLES, FLORIDA 34105

BY: Thomas J. Anderson

I THOMAS J. ANDERSON, PROFESSIONAL SURVEYOR AND MAPPER #LS5804

2-19-2001
DATE OF SURVEY

CERTIFICATE OF AUTHORIZATION # LB-43

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

NO OTHER PERSON OR ENTITY MAY RELY UPON THIS SURVEY.

ABSTRACT NOT REVIEWED

THIS BOUNDARY SURVEY IS ONLY FOR THE LANDS AS DESCRIBED. IT IS NOT A CERTIFICATE OF TITLE, ZONING, EASEMENTS OR FREEDOM OF ENCUMBRANCES.

GENERAL NOTES:

BEARINGS ARE BASED ON THE COMMON LINE OF SAID LOTS 71 & 72. BEING NORTH 06°49'21" EAST.
UNLESS A COMPARISON IS MADE, MEASURED BEARINGS AND DISTANCES ARE IDENTICAL WITH PLAT VALUES.
DIMENSIONS ARE IN FEET ' AND DECIMALS . THEREOF.
DIMENSIONS ALONG CURVES ARE: Δ = DELTA, L = ARC LENGTH, CD = CHORD DISTANCE, T = TANGENT, R = RADIUS, CB = CHORD BEARING
ELEVATIONS ARE BASED ON NATIONAL GEODETIC VERTICAL DATUM, 1929, (N.G.V.D.)
LINES SHOWN OUTSIDE OF THE LAND DESCRIBED ARE FOR REFERENCE USE ONLY AND WERE NOT SURVEYED.
UNDERGROUND FOOTERS, ROOF OVERHANGS AND STUCCO FINISH WERE NOT TAKEN INTO CONSIDERATION IN PREPARATION OF THIS MAP.

△ P.C.P. = PERMANENT CONTROL POINT
P.R.M. = PERMANENT REFERENCE MONUMENT
R/W = RIGHT-OF-WAY
CBS = CONCRETE BLOCK STRUCTURE
U.E. = UTILITY EASEMENT, D.E. = DRAINAGE EASEMENT
C.U.E. = COLLIER COUNTY UTILITY EASEMENT
L.M.E. = LAKE MAINTENANCE EASEMENT
EL. & ELEV. = ELEVATION
CL = CENTERLINE
RD. = ROAD
CONC. = CONCRETE
A/C = AIR CONDITIONER
F.P.L. = FLORIDA POWER & LIGHT
U.T.S. = UNITED TELEPHONE SERVICE
P = PLAT, M = MEASURED, C = CALCULATED, F = FIELD
● S.I.P. = SET 5/8" IRON PIN WITH CAP STAMPED LB-43 24" LONG
○ F.I.P. = FOUND IRON PIN WITH CAP STAMPED LB-43
F.I.P. = FOUND IRON PIN WITH CAP STAMPED 6753
S.C.M. = SET 4" X 4" CONCRETE MONUMENT 24" LONG STAMPED LB-43
F.C.M. = FOUND CONCRETE MONUMENT
D.H. = DRILL HOLES
△ P.K. NAIL = PARKER KYLON NAIL
B.M. = BENCH MARK
P.C. = POINT OF CURVATURE, P.T. = POINT OF TANGENCY

PROPERTY LIES WITHIN FLOOD ZONE X PER FLOOD INSURANCE RATE MAPS COMMUNITY PANEL #120067 0215D DATED JUNE 3, 1986.

REVISED 05/16/01. ADDED SLAB LOC., TJA
F.B. L-2661, 12. N0701-BLA-071-GCS00

ACTIVITY	INITIALS	EMP.#	MO.	DAY	YR.
RESEARCH					
FIELD WORK/CREW CHIEF	JSM	864	02	19	01
DRAFTED	WAG	831	02	19	01
CHECKED BY:	JPM	275	02	19	01
FIELD BOOK/PAGE	L-2617, 33				

APPROVED:
Thomas J. Anderson
THOMAS J. ANDERSON, P.S.M. #LS5804

WilsonMiller, Inc.
ENGINEERS • SURVEYORS • PLANNERS • ENVIRONMENTAL CONSULTANTS
LANDSCAPE ARCHITECTS • TRANSPORTATION CONSULTANTS
Wilson Professional Center
3200 Bailey Lane at Airport Road, Suite 200
Naples, Florida 34105 (941) 649-4040 Fax (941) 643-5716

DATE: 02/01
SCALE: 1"=30'

CLIENT: COLONIAL HOMES
DESCRIPTION: MAP OF BOUNDARY SURVEY
LOTS 71 & 72, BLOCK "A", HERITAGE GREENS,
PLAT BOOK 28, PAGES 78-94, COLLIER COUNTY, FLORIDA

CROSS REF. FILE NO.:	PROJECT NO. & WORK ORDER NO.:	SHEET NUMBER:	FILE NO.:
	N0701-BLA-071-GCS00	71 of ___	2L-725

[P] PLOT PLAN/SURV LOTS 71-72 BLK "A". - 4"[CD.364]PF: 0701 107' 17-May-01 10:14 AM / 0701-471

EXHIBIT C

The Declaration of Protective Covenants, Restrictions and Easements for Colonial Links Villas at Heritage Greens and Amendments thereto, if any, adding prior phases have been recorded in the Public Records of Collier County, Florida as follows:

Phase	Date	O. R. Book	Page	Number of Lots
1	3/28/01	2797	1338	2
9	3/28/01	2797	1423	2
10	5/25/01	2831	1647	2
11	5/25/01	2831	1653	2
17	5/25/01	2831	1659	2
35	6/19/01	2845	624	2
34	6/19/01	2845	630	2
33	6/19/01	2845	636	2
6	6/19/01	2845	642	2
4	9/20/01	2895	2876	2
37	9/20/01	~~2895~~	~~2882~~	2
36	9/20/01	~~2895~~	2888	2

COLLIER COUNTY
COPY
CLERK OF THE CIRCUIT COURT

Total Number of Lots in Colonial Links Villas Before Phase 18 is added 24

Total Number of Lots in Phase 18 2

Total Number of Lots in Colonial Links Villas after Phase 18 is added 26

2910115 OR: 2955 PG: 0506
RECORDED in OFFICIAL RECORDS of COLLIER COUNTY, FL
12/31/2001 at 11:30AM DWIGHT B. BROCK, CLERK
REC FEE 20.50
COPIES 6.00

Prepared by and
Return to:
Stephen D. McCann
2180 Immokalee Road
Suite 306
Naples, Florida 34110

Retn:
STEPHEN D MCCANN
2180 IMMOKALEE RD #306
NAPLES FL 34110

AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS, RESTRICTIONS AND EASEMENTS FOR COLONIAL LINKS AT HERITAGE GREENS TO ADD PHASE 19

THIS AMENDMENT TO THE DECLARATION OF PROTECTIVE COVENANTS, RESTRICTIONS AND EASEMENTS FOR COLONIAL LINKS VILLAS AT HERITAGE GREENS TO ADD PHASE 19 ("Amendment"), is made this 28th day of December, 2001, by COLONIAL HOMES, INC., a Florida Corporation ("Developer") as owner of the "Phase 19 Land" (as hereinafter defined).

WHEREAS, Developer has established Colonial Links Villas at Heritage Greens ("Colonial Links Villas"), according to the Declaration of Protective Covenants, Restrictions and Easements for Colonial Links Villas at Heritage Greens ("Declaration") recorded in Official Records Book 2797, Page 1338, of the Public Records of Collier County, Florida ("County"), and any amendments thereto adding prior phases, the recording information for which amendments is set forth on Exhibit C hereto; and

WHEREAS, Colonial Links Villas is a "Phase Project" as set forth in the Declaration; and

WHEREAS, the Declaration subjects to the provisions of the Declaration as the initial phase "Phase 1," and also provides for the subjecting to the provisions of the Declaration of Phases 2 through 37; and

WHEREAS, Developer desires to add Phase 19 as part of Colonial Links Villas;

NOW, THEREFORE, in consideration of the premises and covenants herein contained, Developer, as the owner in fee simple of the Phase 19 Land hereby declares:

1. The real property more particularly described in Exhibit A hereto and also described on Exhibit C to the Declaration ("Phase 19 Land") shall be owned, held, used, transferred, sold, conveyed, demised and occupied subject to the covenants, restrictions, easements, regulations, burdens and liens set forth in the Declaration and all amendments thereto, all of which shall run with Phase 19 Land and any part thereof and which shall be binding upon all parties having any right, title or interest in the Phase 19 Land or any part thereof, their heirs, successors and assigns.

2. The Phase 19 Land is added as a part of Colonial Links Villas pursuant to Paragraph 2 of the Declaration.

3. The effect of this Amendment shall be that Phase 19, together with other phases included in Colonial Links Villas pursuant to the Declaration or an amendment thereto, shall be, and the same shall constitute, Colonial Links Villas.

4. This Amendment shall become effective upon recording amongst the Public Records of the County.

COLLIER COUNTY
COPY
CLERK OF THE CIRCUIT COURT

IN WITNESS WHEREOF, Developer has hereunto set its hand and official seal on the date set forth below.

WITNESSES:

Lisa A Vanderbosch

Lisa A. Vanderbosch
Please Print Name

D. D. Davis
Please Print Name

DEVELOPER:

COLONIAL HOMES, INC., a Florida Corporation

By: _____
Tony Persichilli,
Senior Vice President

Dated: 12-26-01

(CORPORATE SEAL)

Colonial Homes, Inc. CORPORATE SEAL

COLLIER COUNTY
SS.
COPY
CLERK OF THE CIRCUIT COURT

STATE OF FLORIDA

COUNTY OF Lee

I HEREBY CERTIFY that on this day, personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, Tony Persichilli, as Senior Vice President of COLONIAL HOMES, INC., to me well known to be the person described in and who executed the foregoing instrument, and acknowledged before me that he executed same freely and voluntarily on behalf of said corporation for the purposes therein expressed. He is personally known to me or produced _____ _____ as identification.

IN WITNESS WHEREOF, I hereunto set my hand and official seal in the County and State aforesaid this 28th day of December, 2001

Peggy Freshour
Notary Public

SEAL

State of Florida at Large

My Commission Expires:

PEGGY FRESHOUR
MY COMMISSION # CC 916959
EXPIRES: March 7, 2004
Bonded Thru Notary Public Underwriters

EXHIBIT A

LEGAL DESCRIPTION

OF

PHASE 19 LAND

Lots 69 and 70, Block A of Heritage Greens, according to the Plat thereof recorded in Plat Book 28, Pages 78-94, of the Public Records of Collier County, Florida.

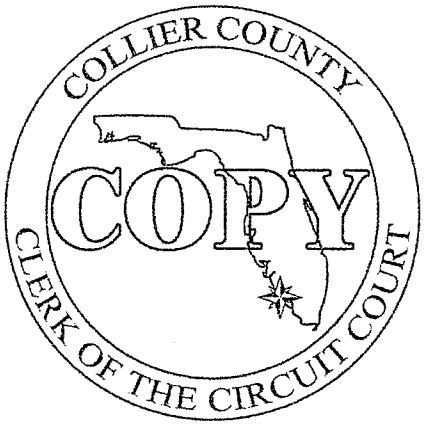
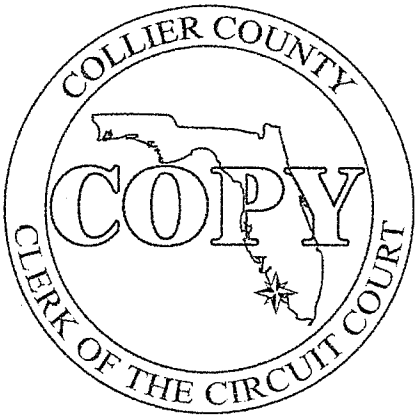
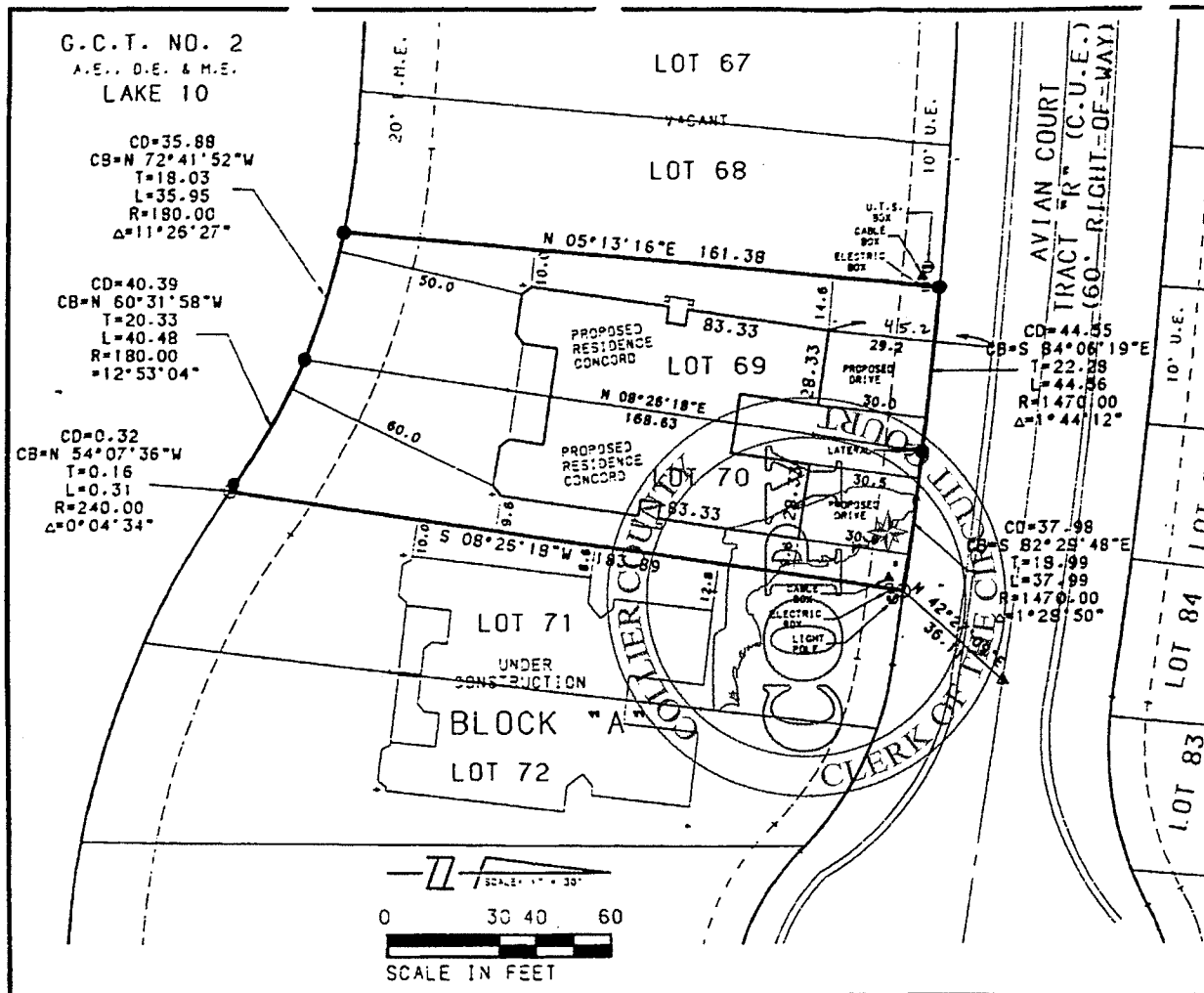


EXHIBIT B

SKETCH OF PHASE 19



OR: 2955 PG: 0510



MAP OF BOUNDARY SURVEY OF LOTS 69 & 70, BLOCK "A", HERITAGE GREENS, PLAT BOOK 28, PAGES 78-94, COLLIER COUNTY, FLORIDA.

PREPARED FOR: COLONIAL HOMES

FOR THE BENEFIT OF: COLONIAL HOMES

WILSONMILLER, INC.
REGISTERED ENGINEERS AND LAND SURVEYORS
3200 BAILEY LANE, SUITE 200, (941) 263-6438
NAPLES, FLORIDA 34105
BY: Thomas J. Anderson
THOMAS J. ANDERSON, PROFESSIONAL SURVEYOR AND MAPPER #LS5804

5-9-2001
DATE OF SURVEY

CERTIFICATE OF AUTHORIZATION # LB-43

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

NO OTHER PERSON OR ENTITY MAY RELY UPON THIS SURVEY.

ABSTRACT NOT REVIEWED

THIS BOUNDARY SURVEY IS ONLY FOR THE LANDS AS DESCRIBED. IT IS NOT A CERTIFICATE OF TITLE, ZONING, EASEMENTS OR FREEDOM OF ENCUMBRANCES.

GENERAL NOTES:

BEARINGS ARE BASED ON THE COMMON LINE OF SAID LOTS 69 & 70, BEING NORTH 08°26'18" EAST.
UNLESS A COMPARISON IS MADE, MEASURED BEARINGS AND DISTANCES ARE IDENTICAL WITH PLAT VALUES.
DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.
DIMENSIONS ALONG CURVES ARE: Δ = DELTA, L = ARC LENGTH, CD = CHORD DISTANCE, T = TANGENT, R = RADIUS, CB = CHORD BEARING
ELEVATIONS ARE BASED ON NATIONAL GEODETIC VERTICAL DATUM, 1929, (N.G.V.D.)
LINES SHOWN OUTSIDE OF THE LAND DESCRIBED ARE FOR REFERENCE USE ONLY AND WERE NOT SURVEYED.
UNDERGROUND FOOTERS, ROOF OVERHANGS AND STUCCO FINISH WERE NOT TAKEN INTO CONSIDERATION IN PREPARATION OF THIS MAP.

Δ P.C.P. = PERMANENT CONTROL POINT
P.R.M. = PERMANENT REFERENCE MONUMENT
R/W = RIGHT-OF-WAY
CBS = CONCRETE BLOCK STRUCTURE
U.E. = UTILITY EASEMENT, D.E. = DRAINAGE EASEMENT
C.U.E. = COLLIER COUNTY UTILITY EASEMENT
EL. & ELEV. = ELEVATION
CL = CENTERLINE
RD. = ROAD
CONC. = CONCRETE
A/C = AIR CONDITIONER
F.P.L. = FLORIDA POWER & LIGHT
U.T.S. = UNITED TELEPHONE SERVICE
P = PLAT, M = MEASURED, C = CALCULATED, F = FIELD
● S.I.P. = SET 5/8" IRON PIN WITH CAP STAMPED LB-43 24" LONG
○ F.I.P. = FOUND IRON PIN WITH CAP STAMPED LB-43
F.I.P. = FOUND IRON PIN WITH CAP STAMPED 6753
S.C.M. = SET 4" X 4" CONCRETE MONUMENT 24" LONG STAMPED LB-43
F.C.M. = FOUND CONCRETE MONUMENT
D.H. = DRILL HOLES
Δ P.K. NAIL = PARKER KYLON NAIL
B.M. = BENCH MARK
P.C. = POINT OF CURVATURE, P.T. = POINT OF TANGENCY
PROPERTY LIES WITHIN FLOOD ZONE X PER FLOOD INSURANCE RATE MAPS COMMUNITY PANEL #120067 0215D DATED JUNE 3, 1986.

ACTIVITY	INITIALS	EMP.#	MO.	DAY	YR.
RESEARCH					
FIELD WORK/CREW CHIEF	JSM	854	05	09	01
DRAFTED	TJA	471	05	09	01
CHECKED BY:	JPM	275	05	14	01
FIELD BOOK/PAGE	L-2661, 04				

APPROVED:
Thomas J. Anderson
THOMAS J. ANDERSON, P.S.M. #LS5804

WilsonMiller, Inc.
ENGINEERS • SURVEYORS • PLANNERS • ENVIRONMENTAL CONSULTANTS
LANDSCAPE ARCHITECTS • TRANSPORTATION CONSULTANTS
Wilson Professional Center
3200 Bailey Lane at Airport Road, Suite 200
Naples, Florida 34105 (941) 549-4040 Fax (941) 643-5716

DATE: 05/01
SCALE: 1"=30'
CLIENT: COLONIAL HOMES
DESCRIPTION: MAP OF BOUNDARY SURVEY
LOTS 69 & 70, BLOCK "A", HERITAGE GREENS, PLAT BOOK 28, PAGES 78-94, COLLIER COUNTY, FLORIDA
CROSS REF. FILE NO.:
PROJECT NO. & WORK ORDER NO.: N0701-BLA-069-SCS00
SHEET NUMBER: 69 OF
FILE NO.: 2L-725

[P] PLOT PLAN/SURV LOTS 69-70 BLK "A". - 471[D.364]PF: 0701 1069 14-May-01 11:30 AM / 0701-471

EXHIBIT C

The Declaration of Protective Covenants, Restrictions and Easements for Colonial Links Villas at Heritage Greens and Amendments thereto, if any, adding prior phases have been recorded in the Public Records of Collier County, Florida as follows:

Phase	Date	O. R. Book	Page	Number of Lots
1	3/28/01	2797	1338	2
9	3/28/01	2797	1423	2
10	5/25/01	2831	1647	2
11	5/25/01	2831	1653	2
17	5/25/01	2831	1659	2
35	6/19/01	2845	624	2
34	6/19/01	2845	630	2
33	6/19/01	2845	636	2
6	6/19/01	2845	642	2
4	9/20/01	2895	2876	2
37	9/20/01	2895	2882	2
36	9/20/01	2895	2888	2
18	9/20/01	2895	2894	2
8	9/20/01	2895	2900	2
7	9/20/01	2895	2906	2
16	11/16/01	2926	2546	2
14	11/16/01	2926	2552	2
13	11/16/01	2926	2558	2
12	11/16/01	2926	2564	2

COLLIER COUNTY
COPY
CLERK OF THE CIRCUIT COURT

Total Number of Lots in Colonial Links Villas Before Phase 19 is added 38

Total Number of Lots in Phase 19 2

Total Number of Lots in Colonial Links Villas after Phase 19 is added 40

2968627 OR: 3022 PG: 0012
RECORDED in OFFICIAL RECORDS of COLLIER COUNTY, FL
04/19/2002 at 10:50AM DWIGHT B. BROCK, CLERK
REC FEE 28.50
COPIES 6.00

Prepared by and
Return to:
Stephen D. McCann
2180 Immokalee Road
Suite 306
Naples, Florida 34110

Retn:
STEPHEN D MCCANN
2180 IMMOKALEE RD #306
NAPLES FL 34110

AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS, RESTRICTIONS AND EASEMENTS FOR COLONIAL LINKS AT HERITAGE GREENS TO ADD PHASE 20

THIS AMENDMENT TO THE DECLARATION OF PROTECTIVE COVENANTS, RESTRICTIONS AND EASEMENTS FOR COLONIAL LINKS VILLAS AT HERITAGE GREENS TO ADD PHASE 20 ("Amendment"), is made this 12th day of April, 2002, by COLONIAL HOMES, INC., a Florida Corporation ("Developer") as owner of the "Phase 20 Land" (as hereinafter defined).

WHEREAS, Developer has established Colonial Links Villas at Heritage Greens ("Colonial Links Villas"), according to the Declaration of Protective Covenants, Restrictions and Easements for Colonial Links Villas at Heritage Greens ("Declaration") recorded in Official Records Book 2797, Page 1338, of the Public Records of Collier County, Florida ("County"), and any amendments thereto adding prior phases, the recording information for which amendments is set forth on Exhibit C hereto; and

WHEREAS, Colonial Links Villas is a "Phase Project" as set forth in the Declaration; and

WHEREAS, the Declaration subjects to the provisions of the Declaration as the initial phase "Phase 1"; and also provides for the subjecting to the provisions of the Declaration of Phases 2 through 37; and

WHEREAS, Developer desires to add Phase 20 as part of Colonial Links Villas;

NOW, THEREFORE, in consideration of the premises and covenants herein contained, Developer, as the owner in fee simple of the Phase 20 Land hereby declares:

1. The real property more particularly described in Exhibit A hereto and also described on Exhibit C to the Declaration ("Phase 20 Land") shall be owned, held, used, transferred, sold, conveyed, demised and occupied subject to the covenants, restrictions, easements, regulations, burdens and liens set forth in the Declaration and all amendments thereto, all of which shall run with Phase 20 Land and any part thereof and which shall be binding upon all parties having any right, title or interest in the Phase 20 Land or any part thereof, their heirs, successors and assigns.

2. The Phase 20 Land is added as a part of Colonial Links Villas pursuant to Paragraph 2 of the Declaration.

3. The effect of this Amendment shall be that Phase 20, together with other phases included in Colonial Links Villas pursuant to the Declaration or an amendment thereto, shall be, and the same shall constitute, Colonial Links Villas.

4. This Amendment shall become effective upon recording amongst the Public Records of the County.

IN WITNESS WHEREOF, Developer has hereunto set its hand and official seal on the date set forth below.

WITNESSES:

D. D. DAVIS
Please Print Name

M. Hahues
Please Print Name

DEVELOPER:

COLONIAL HOMES, INC., a Florida Corporation

By
Tony Persichilli,
Senior Vice President

Dated: 4-12-02

(CORPORATE SEAL)

COLLIER COUNTY
COPY
CERTIFIED COPY

STATE OF FLORIDA)
) SS:
COUNTY OF Lee)

I HEREBY CERTIFY that on this day, personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, Tony Persichilli, as Senior Vice President of COLONIAL HOMES, INC., to me well known to be the person described in and who executed the foregoing instrument, and acknowledged before me that he executed same freely and voluntarily on behalf of said corporation for the purposes therein expressed. He is personally known to me or produced _____ _____ as identification.

IN WITNESS WHEREOF, I hereunto set my hand and official seal in the County and State aforesaid this 12th day of April, 2002

Laurie Souse
My Commission CC757293
Expires July 7, 2002

SEAL

Notary Public
State of Florida at Large

My Commission Expires: 7-7-02

EXHIBIT A

LEGAL DESCRIPTION

OF

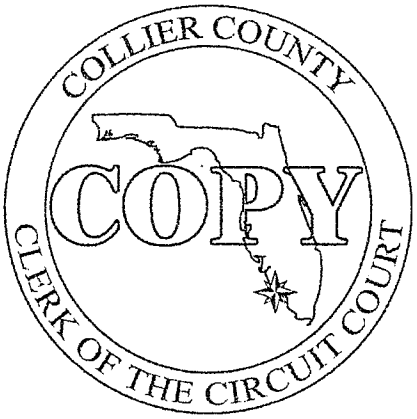
PHASE 20 LAND

Lots 67 and 68, Block A of Heritage Greens, according to the Plat thereof recorded in Plat Book 28, Pages 78-94, of the Public Records of Collier County, Florida.

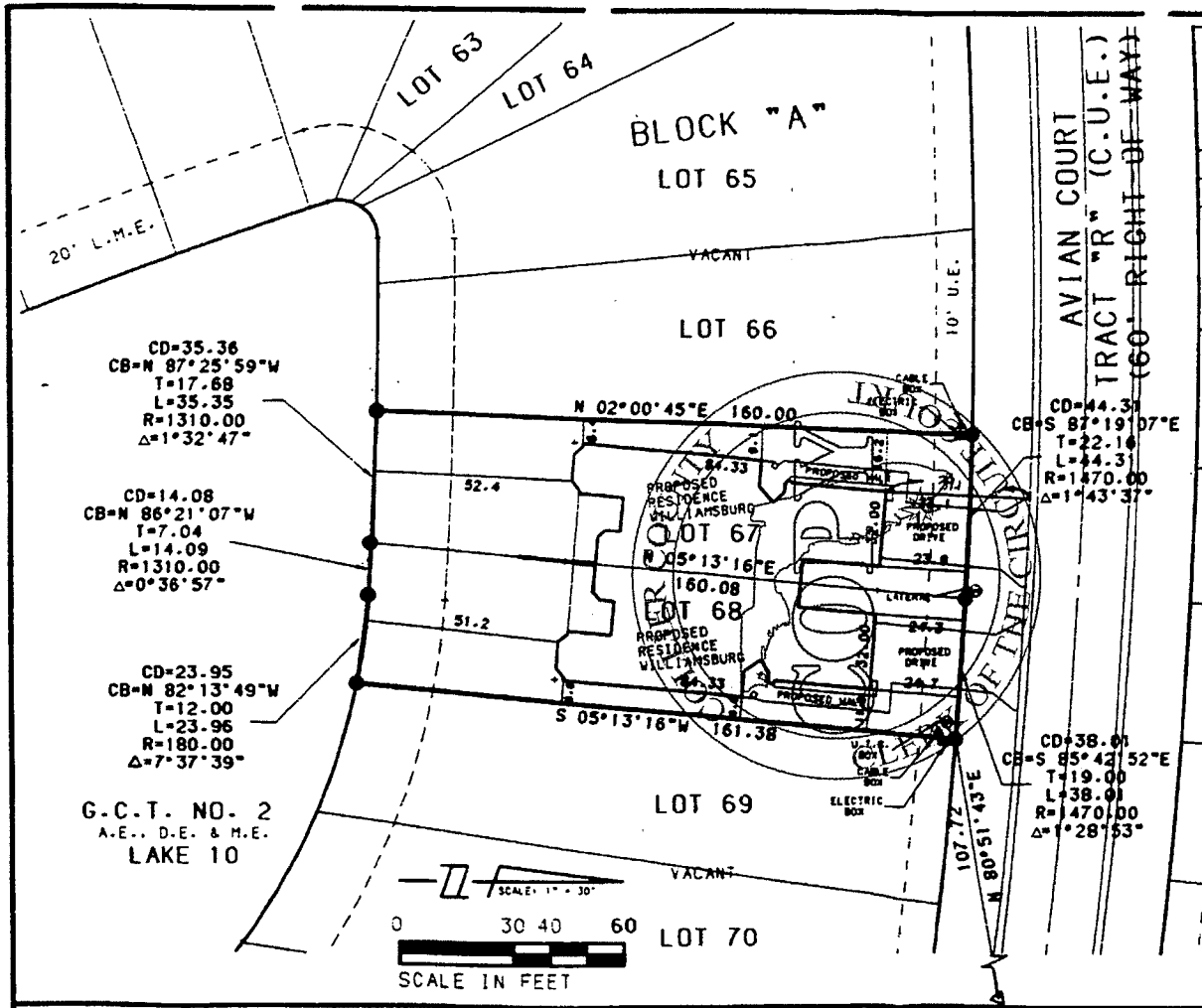
COLLIER COUNTY
COPY
CLERK OF THE CIRCUIT COURT

EXHIBIT B

SKETCH OF PHASE 20



OR: 3022 PG: 0016



MAP OF BOUNDARY SURVEY OF LOTS 67 & 68, BLOCK "A", HERITAGE GREENS, PLAT BOOK 28, PAGES 78-94, COLLIER COUNTY, FLORIDA.

PREPARED FOR: COLONIAL HOMES

FOR THE BENEFIT OF: COLONIAL HOMES

WILSONMILLER, INC.
REGISTERED ENGINEERS AND LAND SURVEYORS
3200 BAILEY LANE, SUITE 200, (941) 263-6408
NAPLES, FLORIDA 34105

BY: Thomas J. Anderson
THOMAS J. ANDERSON, PROFESSIONAL SURVEYOR AND MAPPER #LS5804

5-09-2001
DATE OF SURVEY

CERTIFICATE OF AUTHORIZATION # LB-43

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

NO OTHER PERSON OR ENTITY MAY RELY UPON THIS SURVEY.

ABSTRACT NOT REVIEWED

THIS BOUNDARY SURVEY IS ONLY FOR THE LANDS AS DESCRIBED. IT IS NOT A CERTIFICATE OF TITLE, ZONING, EASEMENTS OR FREEDOM OF ENCUMBRANCES.

GENERAL NOTES:

BEARINGS ARE BASED ON THE COMMON LINE OF SAID LOTS 67 & 68, BEING NORTH 05°13'16" EAST.
UNLESS A COMPARISON IS MADE, MEASURED BEARINGS AND DISTANCES ARE IDENTICAL WITH PLAT VALUES.
DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.
DIMENSIONS ALONG CURVES ARE: Δ = DELTA, L = ARC LENGTH, CD = CHORD DISTANCE, T = TANGENT, R = RADIUS, CB = CHORD BEARING
ELEVATIONS ARE BASED ON NATIONAL GEODETIC VERTICAL DATUM, 1929, (N.G.V.D.)
LINES SHOWN OUTSIDE OF THE LAND DESCRIBED ARE FOR REFERENCE USE ONLY AND WERE NOT SURVEYED.
UNDERGROUND FOOTERS, ROOF OVERHANGS AND STUCCO FINISH WERE NOT TAKEN INTO CONSIDERATION IN PREPARATION OF THIS MAP.

Δ P.C.P. = PERMANENT CONTROL POINT
P.R.M. = PERMANENT REFERENCE MONUMENT
R/W = RIGHT-OF-WAY
CBS = CONCRETE BLOCK STRUCTURE
U.E. = UTILITY EASEMENT, D.E. = DRAINAGE EASEMENT
C.U.E. = COLLIER COUNTY UTILITY EASEMENT
EL. & ELEV. = ELEVATION
CL = CENTERLINE
RD. = ROAD
CONC. = CONCRETE
A/C = AIR CONDITIONER
F.P.L. = FLORIDA POWER & LIGHT
U.T.S. = UNITED TELEPHONE SERVICE
P = PLAT, M = MEASURED, C = CALCULATED, F = FIELD
● S.I.P. = SET 5/8" IRON PIN WITH CAP STAMPED LB-43 24" LONG
F.I.P. = FOUND IRON PIN WITH CAP STAMPED LB-43
F.I.P. = FOUND IRON PIN WITH CAP STAMPED 6753
S.C.M. = SET 4" X 4" CONCRETE MONUMENT 24" LONG STAMPED LB-43
F.C.M. = FOUND CONCRETE MONUMENT
D.H. = DRILL HOLES
Δ P.K. NAIL = PARKER KYLON NAIL
B.M. = BENCH MARK
P.C. = POINT OF CURVATURE, P.T. = POINT OF TANGENCY

PROPERTY LIES WITHIN FLOOD ZONE X PER FLOOD INSURANCE RATE MAPS COMMUNITY PANEL #120067 0215D DATED JUNE 3, 1986.

ACTIVITY	INITIALS	EMP.#	MO.	DAY	YR.
RESEARCH					
FIELD WORK/CREW CHIEF	JSM	864	05	09	01
DRAFTED	TJA	471	05	08	01
CHECKED BY:	JPM	275	05	11	01
FIELD BOOK/PAGE	L-2661, 04				

APPROVED:
Thomas J. Anderson
THOMAS J. ANDERSON, P.S.M. #LS5804

WilsonMiller, Inc.
ENGINEERS • SURVEYORS • PLANNERS • ENVIRONMENTAL CONSULTANTS
LANDSCAPE ARCHITECTS • TRANSPORTATION CONSULTANTS
Wilson Professional Center
3200 Bailey Lane at Airport Road, Suite 200
Naples, Florida 34105 (941) 649-4040 Fax (941) 643-5716

DATE: 05/01
SCALE: 1"=30'

CLIENT: COLONIAL HOMES
DESCRIPTION: MAP OF BOUNDARY SURVEY
LOTS 67 & 68, BLOCK "A", HERITAGE GREENS,
PLAT BOOK 28, PAGES 78-94, COLLIER COUNTY, FLORIDA

CROSS REF. FILE NO.:	PROJECT NO. & WORK ORDER NO.:	SHEET NUMBER:	FILE NO.:
	N0701-BLA-067-GCS00	67 of ___	2L-725

[P] PLOT PLAN/SURV LOTS 67-68 BLK "A". - 47?[0.364]PF: 0701 1067 14-May-01 11:25 AM / 0701-471

EXHIBIT C

The Declaration of Protective Covenants, Restrictions and Easements for Colonial Links Villas at Heritage Greens and Amendments thereto, if any, adding prior phases have been recorded in the Public Records of Collier County, Florida as follows:

Phase	Date	O. R. Book	Page	Number of Lots
1	3/28/01	2797	1338	2
9	3/28/01	2797	1423	2
10	5/25/01	2831	1647	2
11	5/25/01	2831	1653	2
17	5/25/01	2831	1659	2
35	6/19/01	2845	624	2
34	6/19/01	2845	630	2
33	6/19/01	2845	636	2
6	6/19/01	2845	642	2
4	9/20/01	2895	2876	2
37	9/20/01	2895	2882	2
36	9/20/01	2895	2888	2
18	9/20/01	2895	2894	2
8	9/20/01	2895	2900	2
7	9/20/01	2895	2906	2
16	11/16/01	2926	2546	2
14	11/16/01	2926	2552	2
13	11/16/01	2926	2558	2
12	11/16/01	2926	2564	2
3	4/19/02	3022	6	2

COLLIER COUNTY COPY CLERK OF THE CIRCUIT COURT

Total Number of Lots in Colonial Links Villas Before Phase 20 is added 40

Total Number of Lots in Phase 20 2

Total Number of Lots in Colonial Links Villas after Phase 20 is added 42

3002912 OR: 3059 PG: 3397
RECORDED in OFFICIAL RECORDS of COLLIER COUNTY, FL
06/21/2002 at 01:03PM DWIGHT E. BROCK, CLERK
REC FEE 28.50
COPIES 6.00

Prepared by and
Return to:
Stephen D. McCann
2180 Immokalee Road
Suite 306
Naples, Florida 34110

Retn:
STEPHEN D MCCANN
2180 IMMOKALEE RD #306
NAPLES FL 34110

AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS, RESTRICTIONS AND EASEMENTS FOR COLONIAL LINKS AT HERITAGE GREENS TO ADD PHASE 21

THIS AMENDMENT TO THE DECLARATION OF PROTECTIVE COVENANTS, RESTRICTIONS AND EASEMENTS FOR COLONIAL LINKS VILLAS AT HERITAGE GREENS TO ADD PHASE 21 ("Amendment"), is made this 11th day of June, 2002, by COLONIAL HOMES, INC., a Florida Corporation ("Developer") as owner of the "Phase 21 Land" (as hereinafter defined).

WHEREAS, Developer has established Colonial Links Villas at Heritage Greens ("Colonial Links Villas"), according to the Declaration of Protective Covenants, Restrictions and Easements for Colonial Links Villas at Heritage Greens ("Declaration") recorded in Official Records Book 2797, Page 1338, of the Public Records of Collier County, Florida ("County"), and any amendments thereto adding prior phases, the recording information for which amendments is set forth on Exhibit C hereto; and

WHEREAS, Colonial Links Villas is a "Phase Project" as set forth in the Declaration; and

WHEREAS, the Declaration subjects to the provisions of the Declaration as the initial phase "Phase 1," and also provides for the subjecting to the provisions of the Declaration of Phases 2 through 37; and

WHEREAS, Developer desires to add Phase 21 as part of Colonial Links Villas;

NOW, THEREFORE, in consideration of the premises and covenants herein contained, Developer, as the owner in fee simple of the Phase 21 Land hereby declares:

1. The real property more particularly described in Exhibit A hereto and also described on Exhibit C to the Declaration ("Phase 21 Land") shall be owned, held, used, transferred, sold, conveyed, demised and occupied subject to the covenants, restrictions, easements, regulations, burdens and liens set forth in the Declaration and all amendments thereto, all of which shall run with Phase 21 Land and any part thereof and which shall be binding upon all parties having any right, title or interest in the Phase 21 Land or any part thereof, their heirs, successors and assigns.

2. The Phase 21 Land is added as a part of Colonial Links Villas pursuant to Paragraph 2 of the Declaration.

3. The effect of this Amendment shall be that Phase 21, together with other phases included in Colonial Links Villas pursuant to the Declaration or an amendment thereto, shall be, and the same shall constitute, Colonial Links Villas.

4. This Amendment shall become effective upon recording amongst the Public Records of the County.

COLLIER COUNTY
CLERK OF THE CIRCUIT COURT

IN WITNESS WHEREOF, Developer has hereunto set its hand and official seal on the date set forth below.

WITNESSES:

D.D. DAVIS
Please Print Name

Robin Easter
Please Print Name

DEVELOPER:

COLONIAL HOMES, INC., a Florida Corporation

By: _____
Tony Persichilli,
Senior Vice President

Dated: 6-11-02

(CORPORATE SEAL)

COLLIER COUNTY
CLERK OF COURT
COPY

STATE OF FLORIDA)
) SS:
COUNTY OF Lee)

I HEREBY CERTIFY that on this day, personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, Tony Persichilli, as Senior Vice President of COLONIAL HOMES, INC., to me well known to be the person described in and who executed the foregoing instrument, and acknowledged before me that he executed same freely and voluntarily on behalf of said corporation for the purposes therein expressed. He is personally known to me or produced _____ _____ as identification.

IN WITNESS WHEREOF, I hereunto set my hand and official seal in the County and State aforesaid this 11th day of June, 2002

Laurie Sousa
Notary Public

Laurie Sousa
My Commission CC797283
Expires July 7, 2002

SEAL

State of Florida at Large

My Commission Expires: 7-7-02

EXHIBIT A

LEGAL DESCRIPTION

OF

PHASE 21 LAND

Lots 65 and 66, Block A of Heritage Greens, according to the Plat thereof recorded in Plat Book 28, Pages 78-94, of the Public Records of Collier County, Florida.

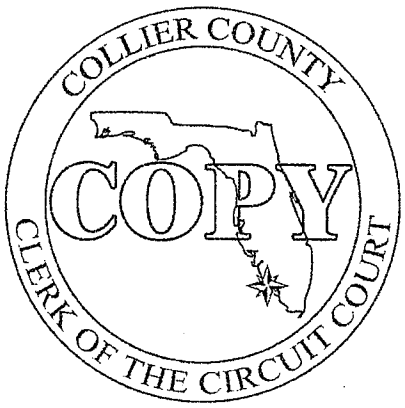


EXHIBIT B

SKETCH OF PHASE 21

COLLIER COUNTY
COPY
CLERK OF THE CIRCUIT COURT

(P)

2970222 OR: 3023 PG: 2602
RECORDED in OFFICIAL RECORDS of COLLIER COUNTY, FL
04/23/2002 at 10:44AM DWIGHT E. BROCK, CLERK
REC FEE 28.50
COPIES 6.00
Retn:
STEPHEN D MCCANN
2180 IMMOKALEE RD #306
NAPLES FL 34110

Prepared by and
Return to:
Stephen D. McCann
2180 Immokalee Road
Suite 306
Naples, Florida 34110

AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS, RESTRICTIONS AND EASEMENTS FOR COLONIAL LINKS AT HERITAGE GREENS TO ADD PHASE 22

THIS AMENDMENT TO THE DECLARATION OF PROTECTIVE COVENANTS, RESTRICTIONS AND EASEMENTS FOR COLONIAL LINKS VILLAS AT HERITAGE GREENS TO ADD PHASE 22 ("Amendment"), is made this 19th day of April, 2002, by COLONIAL HOMES, INC., a Florida Corporation ("Developer") as owner of the "Phase 22 Land" (as hereinafter defined).

WHEREAS, Developer has established Colonial Links Villas at Heritage Greens ("Colonial Links Villas"), according to the Declaration of Protective Covenants, Restrictions and Easements for Colonial Links Villas at Heritage Greens ("Declaration") recorded in Official Records Book 2797, Page 1338, of the Public Records of Collier County, Florida ("County"), and any amendments thereto adding prior phases, the recording information for which amendments is set forth on Exhibit C hereto; and

WHEREAS, Colonial Links Villas is a "Phase Project" as set forth in the Declaration; and

WHEREAS, the Declaration subjects to the provisions of the Declaration as the initial phase "Phase 1," and also provides for the subjecting to the provisions of the Declaration of Phases 2 through 37; and

WHEREAS, Developer desires to add Phase 22 as part of Colonial Links Villas;

NOW, THEREFORE, in consideration of the premises and covenants herein contained, Developer, as the owner in fee simple of the Phase 22 Land hereby declares:

1. The real property more particularly described in Exhibit A hereto and also described on Exhibit C to the Declaration ("Phase 22 Land") shall be owned, held, used, transferred, sold, conveyed, demised and occupied subject to the covenants, restrictions, easements, regulations, burdens and liens set forth in the Declaration and all amendments thereto, all of which shall run with Phase 22 Land and any part thereof and which shall be binding upon all parties having any right, title or interest in the Phase 22 Land or any part thereof, their heirs, successors and assigns.

2. The Phase 22 Land is added as a part of Colonial Links Villas pursuant to Paragraph 2 of the Declaration.

3. The effect of this Amendment shall be that Phase 22, together with other phases included in Colonial Links Villas pursuant to the Declaration or an amendment thereto, shall be, and the same shall constitute, Colonial Links Villas.

4. This Amendment shall become effective upon recording amongst the Public Records of the County.

COLLIER COUNTY
COPY
CLERK OF THE CIRCUIT COURT

IN WITNESS WHEREOF, Developer has hereunto set its hand and official seal on the date set forth below.

WITNESSES:

D. D. DAVIS
Please Print Name

Robin Easter
Please Print Name

DEVELOPER:

COLONIAL HOMES, INC., a Florida Corporation

By: _____
Tony Persichilli,
Senior Vice President

Dated: 4-19-02

(CORPORATE SEAL)

Colonial Homes, Inc. CORPORATE SEAL

COLLIER COUNTY
COPY
CLERK OF THE CIRCUIT COURT

STATE OF FLORIDA
SS:
COUNTY OF Lee

I HEREBY CERTIFY that on this day, personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, Tony Persichilli, as Senior Vice President of COLONIAL HOMES, INC., to me well known to be the person described in and who executed the foregoing instrument, and acknowledged before me that he executed same freely and voluntarily on behalf of said corporation for the purposes therein expressed. He is personally known to me or produced _____ _____ as identification.

IN WITNESS WHEREOF, I hereunto set my hand and official seal in the County and State aforesaid this 19th day of April, 2002

Laurie Sousa
My Commission CC767293
Expires July 7, 2002

SEAL

Notary Public
State of Florida at Large

My Commission Expires: 7-7-02

EXHIBIT A

LEGAL DESCRIPTION

OF

PHASE 22 LAND

Lots 63 and 64, Block A of Heritage Greens, according to the Plat thereof recorded in Plat Book 28, Pages 78-94, of the Public Records of Collier County, Florida.

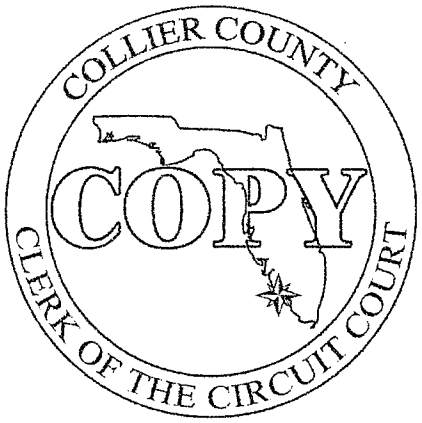
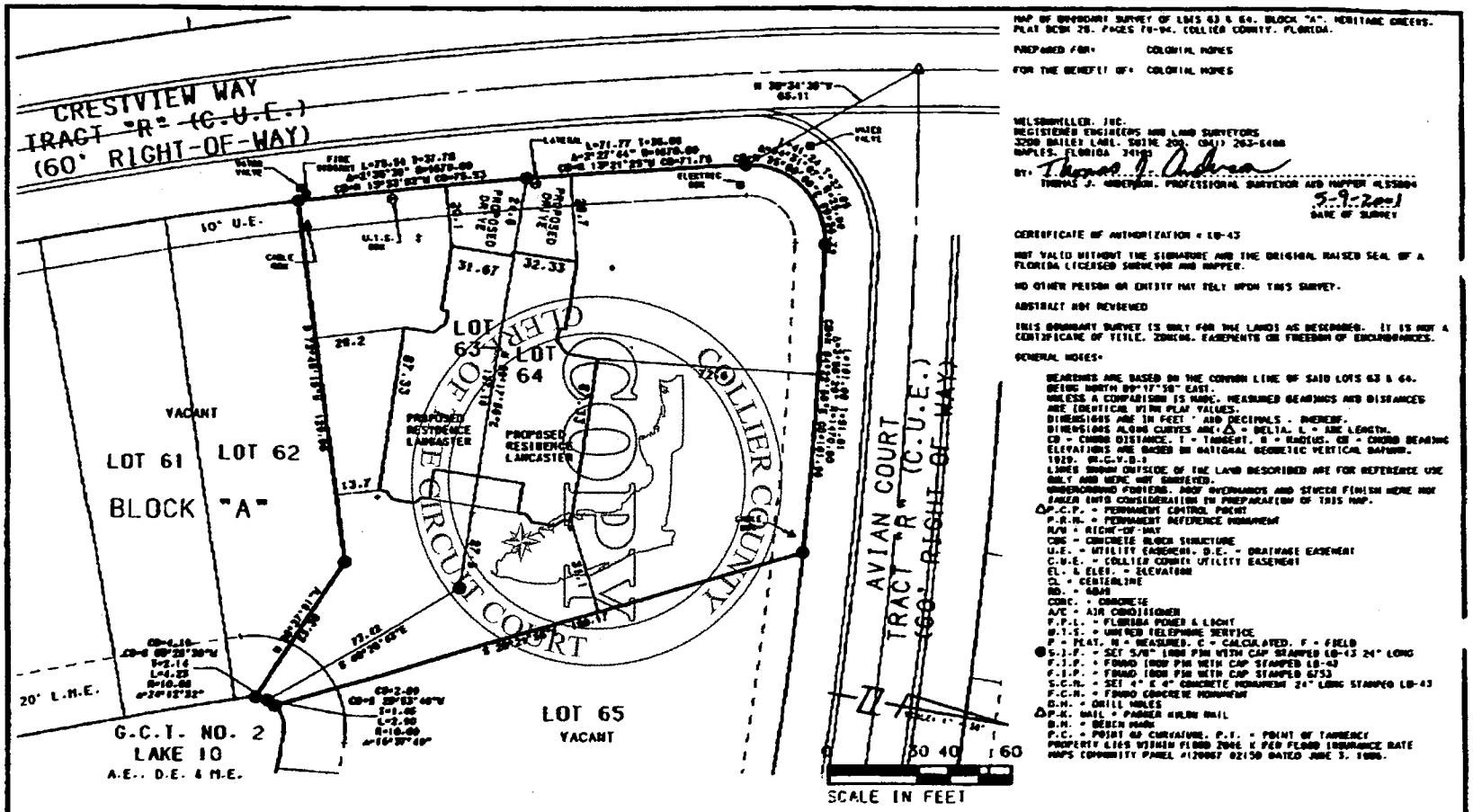


EXHIBIT B

SKETCH OF PHASE 22

COLLIER COUNTY
COPY
CLERK OF THE CIRCUIT COURT



MAP OF BOUNDARY SURVEY OF LOTS 63 & 64, BLOCK "A", HERITAGE GREENS, PLAT BOOK 28, PAGES 78-94, COLLIER COUNTY, FLORIDA.

PREPARED FOR: COLONIAL HOMES

FOR THE BENEFIT OF: COLONIAL HOMES

WILSONMILLER, INC.
REGISTERED ENGINEERS AND LAND SURVEYORS
3200 BAILEY LANE, SUITE 200, (941) 263-6488
NAPLES, FLORIDA 34105

BY: Thomas J. Anderson
THOMAS J. ANDERSON, PROFESSIONAL SURVEYOR AND MAPPER #LS5004
5-9-2001
DATE OF SURVEY

CERTIFICATE OF AUTHORIZATION # LB-43

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

NO OTHER PERSON OR ENTITY MAY RELY UPON THIS SURVEY.

ABSTRACT NOT REVIEWED

THIS BOUNDARY SURVEY IS ONLY FOR THE LANDS AS DESCRIBED. IT IS NOT A CERTIFICATE OF TITLE, ZONING, EASEMENTS OR FREEDOM OF ENCUMBRANCES.

GENERAL NOTES:

BEARINGS ARE BASED ON THE COMMON LINE OF SAID LOTS 63 & 64.
BEING NORTH 89°17'58" EAST.
UNLESS A COMPARISON IS MADE, MEASURED BEARINGS AND DISTANCES ARE IDENTICAL WITH PLAT VALUES.
DIMENSIONS ARE IN FEET AND DECIMALS - UNLESS.
DIMENSIONS ALONG CURVES ARE: Δ - DELTA, L - ARC LENGTH, CD - CHORD DISTANCE, T - TANGENT, R - RADIUS, CB - CHORD BEARING
ELEVATIONS ARE BASED ON NATIONAL GEODETIC VERTICAL DATUM, 1929. (N.G.V.D.)
LINES SHOWN OUTSIDE OF THE LAND DESCRIBED ARE FOR REFERENCE USE ONLY AND WERE NOT SURVEYED.
UNDERGROUND FOOTERS, ROOF OVERHANGS AND STUCCO FINISH WERE NOT TAKEN INTO CONSIDERATION IN PREPARATION OF THIS MAP.
Δ P.C.P. - PERMANENT CONTROL POINT
P.R.M. - PERMANENT REFERENCE MONUMENT
R/W - RIGHT-OF-WAY
CBS - CONCRETE BLOCK STRUCTURE
U.E. - UTILITY EASEMENT, D.E. - DRAINAGE EASEMENT
C.U.E. - COLLIER COUNTY UTILITY EASEMENT
EL. & ELEV. - ELEVATION
℄ - CENTERLINE
RD. - ROAD
CONC. - CONCRETE
A/C - AIR CONDITIONER
F.P.L. - FLORIDA POWER & LIGHT
U.T.S. - UNITED TELEPHONE SERVICE
P - PLAT, M - MEASURED, C - CALCULATED, F - FIELD
● S.I.P. - SET 5/8" IRON PIN WITH CAP STAMPED LB-43 24" LONG
F.I.P. - FOUND IRON PIN WITH CAP STAMPED LB-43
F.I.P. - FOUND IRON PIN WITH CAP STAMPED 6753
S.C.M. - SET 4" X 4" CONCRETE MONUMENT 24" LONG STAMPED LB-43
F.C.M. - FOUND CONCRETE MONUMENT
D.H. - DRILL HOLES
Δ P.K. NAIL - PARKER KALON NAIL
B.M. - BENCH MARK
P.C. - POINT OF CURVATURE, P.T. - POINT OF TANGENCY
PROPERTY LIES WITHIN FLOOD ZONE X PER FLOOD INSURANCE RATE MAPS COMMUNITY PANEL #120067 0215D DATED JUNE 3, 1986.

ACTIVITY	INITIALS	EMP.#	MO	DAY	HR.
RESEARCH					
FIELD WORK/CREW CHIEF	JSM	864	05	09	01
DRAFTED	JSM	831	05	04	01
CHECKED BY:	TJA	471	05	04	01
FIELD BOOK/PAGE	L-2661, 04				

APPROVED: Thomas J. Anderson
THOMAS J. ANDERSON, P.S.M.-#LS5004

WilsonMiller, Inc.
ENGINEERS • SURVEYORS • PLANNERS • ENVIRONMENTAL CONSULTANTS & LANDSCAPE ARCHITECTS • TRANSPORTATION CONSULTANTS
Molasa Professional Center
3200 Bailey Lane at Airport Road, Suite 200
Naples, Florida 34105 (941) 649-4040 Fax (941) 643-5716

DATE: 05/01
SCALE: 1"=30'
CLIENT: COLONIAL HOMES
DESCRIPTION: MAP OF BOUNDARY SURVEY
LOTS 63 & 64, BLOCK "A", HERITAGE GREENS, PLAT BOOK 28, PAGES 78-94, COLLIER COUNTY, FLORIDA
PROJECT NO. & WORK ORDER NO.: H6701-BLA-063-GC500
SHEET NUMBER: 63 OF
FILE NO.: 2L-725

[P] PLOT PLAN/SURV LOTS 63-64 BLK "A". - 471(0.364)PF: 0701 1063 11-May-01 03:03 PM / 0701-471

MAY-14-2001 14:28 WILSONMILLER SURVEY 941 643 6682 P.08/11

OR: 3023 PG: 2606

EXHIBIT C

The Declaration of Protective Covenants, Restrictions and Easements for Colonial Links Villas at Heritage Greens and Amendments thereto, if any, adding prior phases have been recorded in the Public Records of Collier County, Florida as follows:

Phase	Date	O. R. Book	Page	Number of Lots
1	3/28/01	2797	1338	2
9	3/28/01	2797	1423	2
10	5/25/01	2831	1647	2
11	5/25/01	2831	1653	2
17	5/25/01	2831	1659	2
35	6/19/01	2845	624	2
34	6/19/01	2845	630	2
33	6/19/01	2845	636	2
6	6/19/01	2845	642	2
4	9/20/01	2895	2876	2
37	9/20/01	2895	2882	2
36	9/20/01	2895	2888	2
18	9/20/01	2895	2894	2
8	9/20/01	2895	2900	2
7	9/20/01	2895	2906	2
16	11/16/01	2926	2546	2
14	11/16/01	2926	2552	2
13	11/16/01	2926	2558	2
12	11/16/01	2926	2564	2
3	4/19/02	3022	6	2
20	4/19/02	3022	12	2
15	4/19/02	3022	18	2

COLLIER COUNTY COPY CLERK OF THE CIRCUIT COURT

Total Number of Lots in Colonial Links Villas Before Phase 22 is added 44

Total Number of Lots in Phase 22 2

Total Number of Lots in Colonial Links Villas after Phase 22 is added 46

3094808 OR: 3174 PG: 2692
RECORDED in OFFICIAL RECORDS of COLLIER COUNTY, FL
12/13/2002 at 10:36AM DWIGHT E. BROCK, CLERK
REC FEE 28.50
COPIES 6.00
Retn:
STEPHEN D MCCANN
2180 IMMOKALEE RD #306
NAPLES FL 34110

Prepared by and
Return to:
Stephen D. McCann
2180 Immokalee Road
Suite 306
Naples, Florida 34110

AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS, RESTRICTIONS AND EASEMENTS FOR COLONIAL LINKS AT HERITAGE GREENS TO ADD PHASE 23

THIS AMENDMENT TO THE DECLARATION OF PROTECTIVE COVENANTS, RESTRICTIONS AND EASEMENTS FOR COLONIAL LINKS VILLAS AT HERITAGE GREENS TO ADD PHASE 23 ("Amendment"), is made this 12th day of December, 2002, by COLONIAL HOMES, INC., a Florida Corporation ("Developer") as owner of the "Phase 23 Land" (as hereinafter defined).

WHEREAS, Developer has established Colonial Links Villas at Heritage Greens ("Colonial Links Villas"), according to the Declaration of Protective Covenants, Restrictions and Easements for Colonial Links Villas at Heritage Greens ("Declaration") recorded in Official Records Book 2797, Page 1338, of the Public Records of Collier County, Florida ("County"), and any amendments thereto adding prior phases, the recording information for which amendments is set forth on Exhibit C hereto; and

WHEREAS, Colonial Links Villas is a "Phase Project" as set forth in the Declaration; and

WHEREAS, the Declaration subjects to the provisions of the Declaration as the initial phase "Phase 1;" and also provides for the subjecting to the provisions of the Declaration of Phases 2 through 37; and

COLLIER COUNTY COPY CLERK OF THE CIRCUIT COURT

WHEREAS, Developer desires to add Phase 23 as part of Colonial Links Villas;

NOW, THEREFORE, in consideration of the premises and covenants herein contained, Developer, as the owner in fee simple of the Phase 23 Land hereby declares:

1. The real property more particularly described in Exhibit A hereto and also described on Exhibit C to the Declaration ("Phase 23 Land") shall be owned, held, used, transferred, sold, conveyed, demised and occupied subject to the covenants, restrictions, easements, regulations, burdens and liens set forth in the Declaration and all amendments thereto, all of which shall run with Phase 23 Land and any part thereof and which shall be binding upon all parties having any right, title or interest in the Phase 23 Land or any part thereof, their heirs, successors and assigns.

2. The Phase 23 Land is added as a part of Colonial Links Villas pursuant to Paragraph 2 of the Declaration.

3. The effect of this Amendment shall be that Phase 23, together with other phases included in Colonial Links Villas pursuant to the Declaration or an amendment thereto, shall be, and the same shall constitute, Colonial Links Villas.

4. This Amendment shall become effective upon recording amongst the Public Records of the County.

IN WITNESS WHEREOF, Developer has hereunto set its hand and official seal on the date set forth below.

WITNESSES:

D. P. DAVIS
Please Print Name

M. Helmes
Please Print Name

DEVELOPER:

COLONIAL HOMES, INC., a Florida Corporation

By: _____
Tony Persichilli,
Senior Vice President

Dated: 12-12-02

(CORPORATE SEAL)

COLLIER COUNTY
CLERK OF THE CIRCUIT COURT
COPY

COLONIAL HOMES INC. CORPORATE SEAL

STATE OF FLORIDA
COUNTY OF Lee

I HEREBY CERTIFY that on this day, personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, Tony Persichilli, as Senior Vice President of COLONIAL HOMES, INC., to me well known to be the person described in and who executed the foregoing instrument, and acknowledged before me that he executed same freely and voluntarily on behalf of said corporation for the purposes therein expressed. He is personally known to me or produced _____ _____ as identification.

IN WITNESS WHEREOF, I hereunto set my hand and official seal in the County and State aforesaid this 12th day of December, 2002

LAURIE SOUSA
MY COMMISSION # DD 120228
EXPIRES: July 7, 2006
Bonded Thru Notary Public Underwriters

Notary Public

SEAL

State of Florida at Large

My Commission Expires:

EXHIBIT A

LEGAL DESCRIPTION

OF

PHASE 23 LAND

Lots 61 and 62, Block A of Heritage Greens, according to the Plat thereof recorded in Plat Book 28, Pages 78-94, of the Public Records of Collier County, Florida.

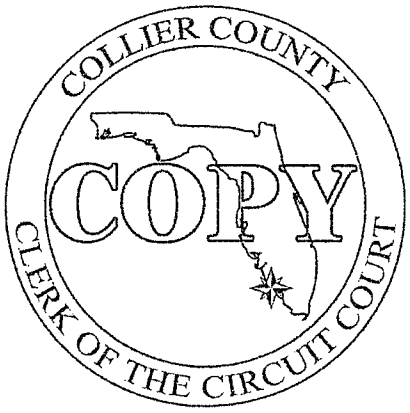
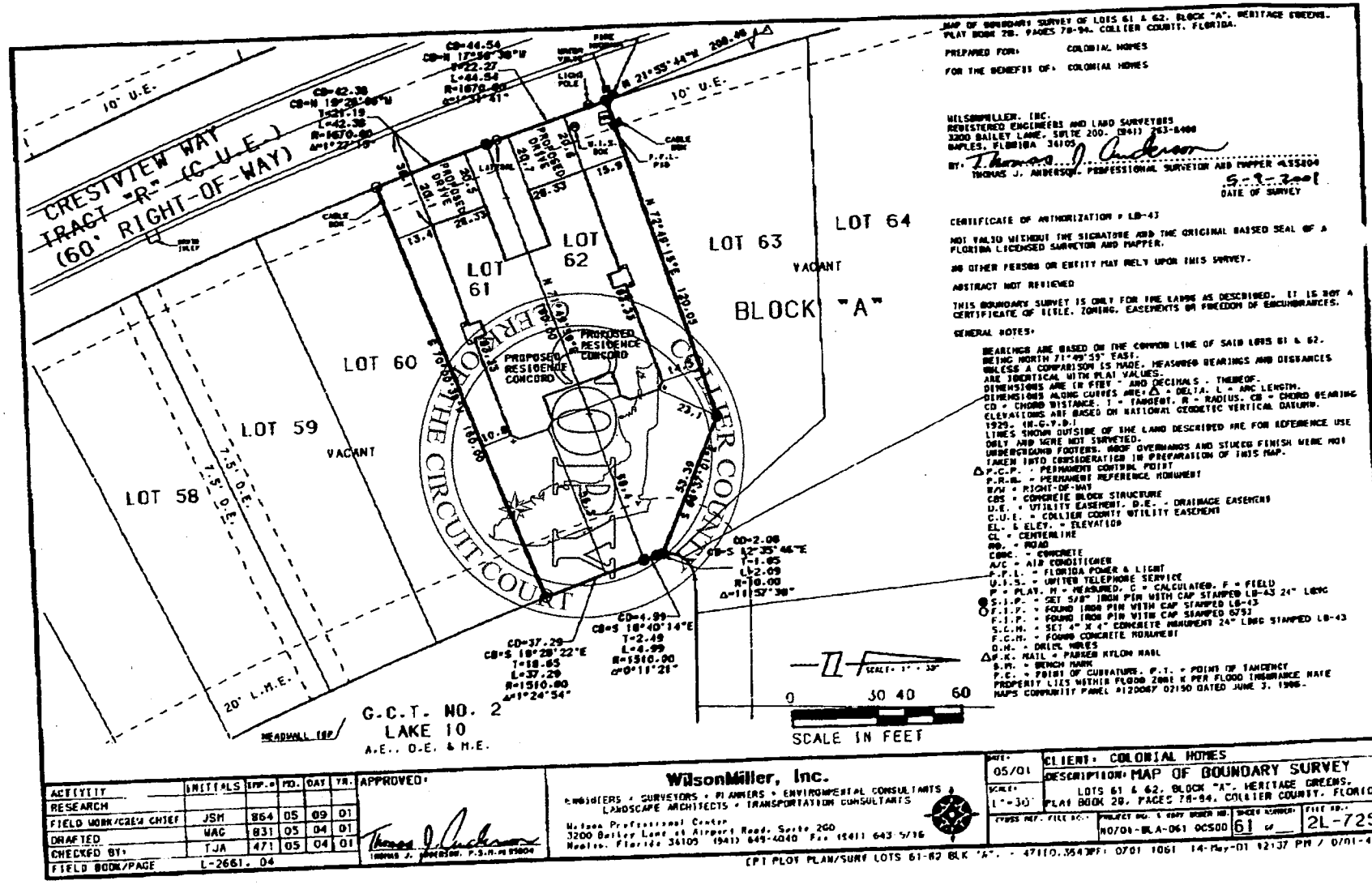


EXHIBIT B

SKETCH OF PHASE 23

COLLIER COUNTY
COPY
CLERK OF THE CIRCUIT COURT



MAP OF BOUNDARY SURVEY OF LOTS 61 & 62, BLOCK "A", HERITAGE GREENS, PLAT BOOK 28, PAGES 78-84, COLLIER COUNTY, FLORIDA.

PREPARED FOR: COLONIAL HOMES

FOR THE BENEFIT OF: COLONIAL HOMES

WILSONMILLER, INC.
REGISTERED ENGINEERS AND LAND SURVEYORS
3200 BAILEY LANE, SUITE 200 (941) 263-6400
NAPLES, FLORIDA 34105

BY: Thomas J. Anderson
THOMAS J. ANDERSON, PROFESSIONAL SURVEYOR AND MAPPER 4553804
5-9-2001
DATE OF SURVEY

CERTIFICATE OF AUTHORIZATION # LB-43

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

AND OTHER PERSONS OR ENTITY MAY RELY UPON THIS SURVEY.

ABSTRACT NOT REVIEWED

THIS BOUNDARY SURVEY IS ONLY FOR THE LANDS AS DESCRIBED. IT IS NOT A CERTIFICATE OF TITLE, ZONING, EASEMENTS OR FREEDOM OF ENCUMBRANCES.

GENERAL NOTES:

BEARINGS ARE BASED ON THE COMMON LINE OF SAID LOTS 61 & 62, BEING NORTH 71°09'59" EAST, UNLESS A COMPARISON IS MADE, MEASURED BEARINGS AND DISTANCES ARE IDENTICAL WITH PLAT VALUES.
DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.
DIMENSIONS ALONG CURVES ARE: Δ = DELTA, L = ARC LENGTH, CD = CHORD DISTANCE, T = TANGENT, R = RADIUS, CB = CHORD BEARING
ELEVATIONS ARE BASED ON NATIONAL GEODETIC VERTICAL DATUM OF 1929, (N.G.V.D.)
LINES SHOWN OUTSIDE OF THE LAND DESCRIBED ARE FOR REFERENCE USE ONLY AND WERE NOT SURVEYED.
UNDERGROUND FOOTERS, ROOF OVERHANGS AND STUCCO FINISH WERE NOT TAKEN INTO CONSIDERATION IN PREPARATION OF THIS MAP.

Δ P.C.P. - PERMANENT CONTROL POINT
P.R.M. - PERMANENT REFERENCE MONUMENT
R/W - RIGHT-OF-WAY
CBS - CONCRETE BLOCK STRUCTURE
D.E. - UTILITY EASEMENT, D.E. - DRAINAGE EASEMENT
C.U.E. - COLLIER COUNTY UTILITY EASEMENT
EL. & ELEV. - ELEVATION
℄ - CENTERLINE
RD. - ROAD
CONC. - CONCRETE
A/C - AIR CONDITIONER
F.P.L. - FLORIDA POWER & LIGHT
U.I.S. - UNITED TELEPHONE SERVICE
P - PLAT, M - MEASURED, C - CALCULATED, F - FIELD
S.I.P. - SET 5/8" IRON PIN WITH CAP STAMPED LB-43 24" LONG
F.I.P. - FOUND IRON PIN WITH CAP STAMPED LB-43
F.I.P. - FOUND IRON PIN WITH CAP STAMPED 6751
S.C.M. - SET 4" X 4" CONCRETE MONUMENT 24" LONG STAMPED LB-43
F.C.M. - FOUND CONCRETE MONUMENT
D.H. - DRILL HOLES
Δ P.K. NAIL - PARKER KYLON NAIL
B.M. - BENCH MARK
P.C. - POINT OF CURVATURE, P.T. - POINT OF TANGENCY

PROPERTY LIES WITHIN FLOOD ZONE X PER FLOOD INSURANCE RATE MAPS COMMUNITY PANEL #120067 0215D DATED JUNE 3, 1986.

ACTIVITY	INITIALS	JUL.	PD.	DAY	YR.
RESEARCH					
FIELD WORK/CREW CHIEF	JSM	864	05	09	01
DRAFTED	WAC	831	05	04	01
CHECKED BY:	TJA	471	05	04	01
FIELD BOOK/PAGE	L-2661, 04				

APPROVED:
THOMAS J. ANDERSON, P.S.M. #4553804

WilsonMiller, Inc.
ENGINEERS • SURVEYORS • PLANNERS • ENVIRONMENTAL CONSULTANTS & LANDSCAPE ARCHITECTS • TRANSPORTATION CONSULTANTS
Nelson Professional Center
3200 Bailey Lane at Airport Road, Suite 200
Naples, Florida 34105 (941) 649-4040 Fax (941) 643 5716

DATE: 05/01
SCALE: 1"=30'
CROSS REF. FILE NO.:
PROJECT NO. & MAP NUMBER NO.: N0706-BLA-061 0C500
SHEET NUMBER: 61 OF
FILE NO.: 2L-725

CLIENT: COLONIAL HOMES
DESCRIPTION: MAP OF BOUNDARY SURVEY
LOTS 61 & 62, BLOCK "A", HERITAGE GREENS, PLAT BOOK 28, PAGES 78-84, COLLIER COUNTY, FLORIDA

CPT PLOT PLAN/SURV LOTS 61-62 BLK "A" - 47110.3543PF: 0701 1061 14-May-01 02:37 PM / 0/01-47

OR: 3174 PG: 2696

EXHIBIT C

The Declaration of Protective Covenants, Restrictions and Easements for Colonial Links Villas at Heritage Greens and Amendments thereto, if any, adding prior phases have been recorded in the Public Records of Collier County, Florida as follows:

Phase	Date	O. R. Book	Page	Number of Lots
1	3/28/01	2797	1338	2
9	3/28/01	2797	1423	2
10	5/25/01	2831	1647	2
11	5/25/01	2831	1653	2
17	5/25/01	2831	1659	2
35	6/19/01	2845	624	2
34	6/19/01	2845	630	2
33	6/19/01	2845	636	2
6	6/19/01	2845	642	2
4	9/20/01	2895	2876	2
37	9/20/01	2895	2882	2
36	9/20/01	2895	2888	2
18	9/20/01	2895	2894	2
8	9/20/01	2895	2900	2
7	9/20/01	2895	2906	2
16	11/16/01	2926	2546	2
14	11/16/01	2926	2552	2
13	11/16/01	2926	2558	2
12	11/16/01	2926	2564	2
3	04/19/02	3022	0006	2
20	04/19/02	3022	0012	2
15	04/19/02	3022	0018	2
22	04/23/02	3023	2602	2
2	04/23/02	3023	2608	2
21	06/21/02	3059	3697	2
24	07/29/02	3080	2248	2
25	07/29/02	3080	2254	2
32	09/27/02	3119	0785	2
31	09/27/02	3119	0791	2
30	09/27/02	3119	0797	2
28	11/11/02	3154	2655	2
29	12/13/02	3174	2674	2
27	12/13/02	3174	2680	2
26	12/13/02	3174	2686	2

COLLIER COUNTY
COPY
CLERK OF THE CIRCUIT COURT

Total Number of Lots in Colonial Links Villas Before Phase 23 is added 68

Total Number of Lots in Phase 23 2

Total Number of Lots in Colonial Links Villas after Phase 23 is added 70

3021338 OR: 3080 PG: 2248
RECORDED in OFFICIAL RECORDS of COLLIER COUNTY, FL
07/29/2002 at 10:34AM DWIGHT B. BROCK, CLERK
REC FEE 28.50
COPIES 6.00
Retn:
STEPHEN D MCCANN
2180 IMMOKALEE RD #306
NAPLES FL 34110

Prepared by and
Return to:
Stephen D. McCann
2180 Immokalee Road
Suite 306
Naples, Florida 34110

AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS, RESTRICTIONS AND EASEMENTS FOR COLONIAL LINKS AT HERITAGE GREENS TO ADD PHASE 24

THIS AMENDMENT TO THE DECLARATION OF PROTECTIVE COVENANTS, RESTRICTIONS AND EASEMENTS FOR COLONIAL LINKS VILLAS AT HERITAGE GREENS TO ADD PHASE 24 ("Amendment"), is made this 22nd day of July, 2002, by COLONIAL HOMES, INC., a Florida Corporation ("Developer") as owner of the "Phase 24 Land" (as hereinafter defined).

WHEREAS, Developer has established Colonial Links Villas at Heritage Greens ("Colonial Links Villas"), according to the Declaration of Protective Covenants, Restrictions and Easements for Colonial Links Villas at Heritage Greens ("Declaration") recorded in Official Records Book 2797, Page 1338, of the Public Records of Collier County, Florida ("County"), and any amendments thereto adding prior phases, the recording information for which amendments is set forth on Exhibit C hereto; and

WHEREAS, Colonial Links Villas is a "Phase Project" as set forth in the Declaration; and

WHEREAS, the Declaration subjects to the provisions of the Declaration as the initial phase "Phase 1," and also provides for the subjecting to the provisions of the Declaration of Phases 2 through 37; and

WHEREAS, Developer desires to add Phase 24 as part of Colonial Links Villas;

NOW, THEREFORE, in consideration of the premises and covenants herein contained, Developer, as the owner in fee simple of the Phase 24 Land hereby declares:

1. The real property more particularly described in Exhibit A hereto and also described on Exhibit C to the Declaration ("Phase 24 Land") shall be owned, held, used, transferred, sold, conveyed, demised and occupied subject to the covenants, restrictions, easements, regulations, burdens and liens set forth in the Declaration and all amendments thereto, all of which shall run with Phase 24 Land and any part thereof and which shall be binding upon all parties having any right, title or interest in the Phase 24 Land or any part thereof, their heirs, successors and assigns.

2. The Phase 24 Land is added as a part of Colonial Links Villas pursuant to Paragraph 2 of the Declaration.

3. The effect of this Amendment shall be that Phase 24, together with other phases included in Colonial Links Villas pursuant to the Declaration or an amendment thereto, shall be, and the same shall constitute, Colonial Links Villas.

4. This Amendment shall become effective upon recording amongst the Public Records of the County.

COLLIER COUNTY COPY CLERK OF THE CIRCUIT COURT

IN WITNESS WHEREOF, Developer has hereunto set its hand and official seal on the date set forth below.

WITNESSES:

Please Print Name

Please Print Name

DEVELOPER:

COLONIAL HOMES, INC., a Florida Corporation

By: _____
Tony Persichilli,
Senior Vice President

Dated: 7/22/02

(CORPORATE SEAL)

COLLIER COUNTY
COPY

STATE OF FLORIDA
COUNTY OF Lee

I HEREBY CERTIFY that on this day, personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, Tony Persichilli, as Senior Vice President of COLONIAL HOMES, INC., to me well known to be the person described in and who executed the foregoing instrument, and acknowledged before me that he executed same freely and voluntarily on behalf of said corporation for the purposes therein expressed. He is personally known to me or produced _____ _____ as identification.

IN WITNESS WHEREOF, I hereunto set my hand and official seal in the County and State aforesaid this 22nd day of July, 2002

Notary Public

SEAL

DENISE A. WEIL
MY COMMISSION # DD 086181
EXPIRES: March 7, 2006

State of Florida at Large

My Commission Expires:
3/7/2006

EXHIBIT A

LEGAL DESCRIPTION

OF

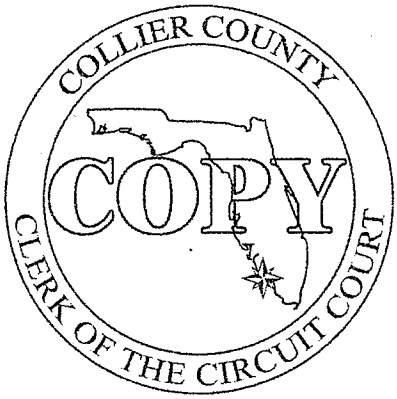
PHASE 24 LAND

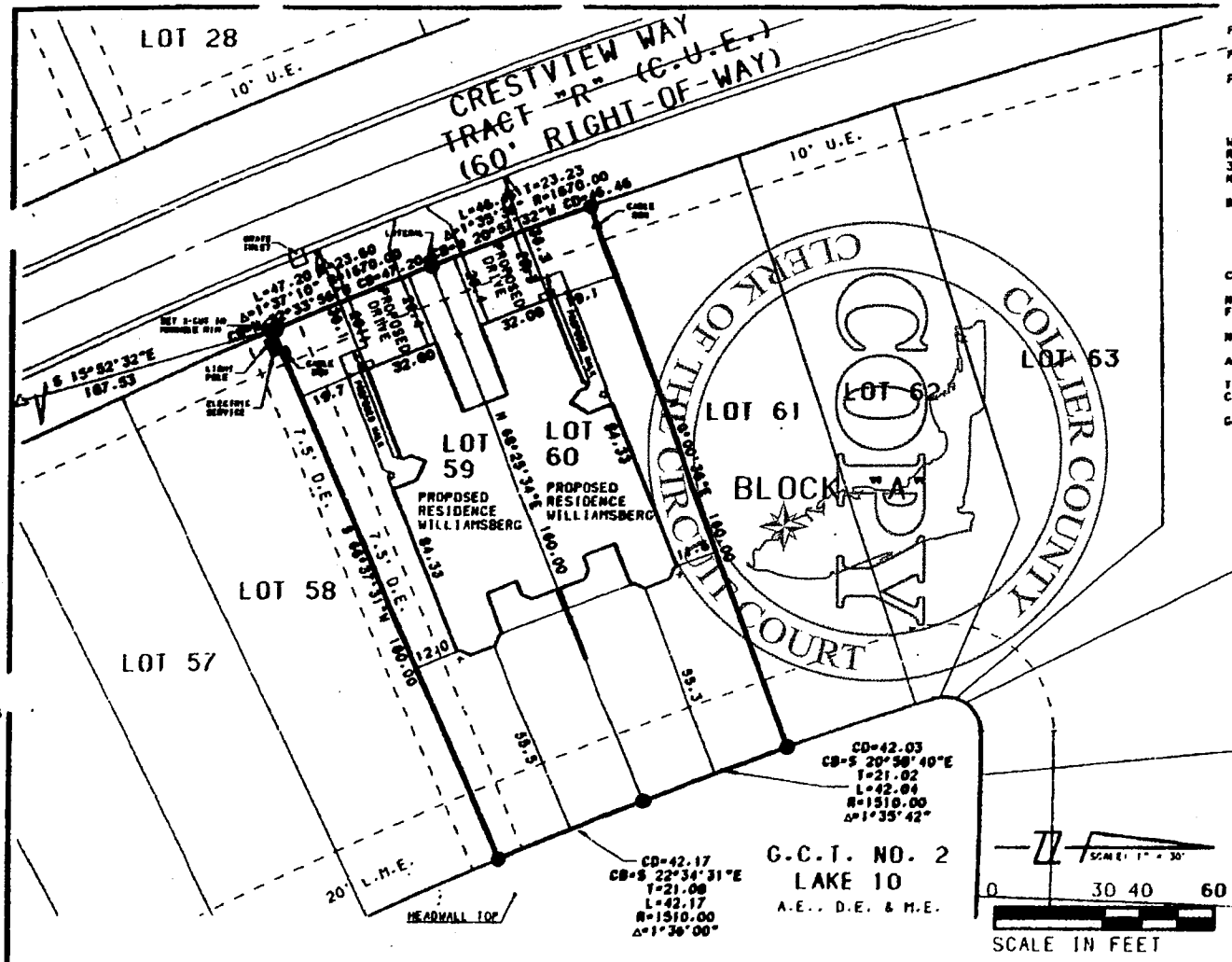
Lots 59 and 60, Block A of Heritage Greens, according to the Plat thereof recorded in Plat Book 28, Pages 78-94, of the Public Records of Collier County, Florida.

COLLIER COUNTY
COPY
CLERK OF THE CIRCUIT COURT

EXHIBIT B

SKETCH OF PHASE 24





MAP OF BOUNDARY SURVEY OF LOTS 59 & 60, BLOCK "A", HERITAGE GREENS, PLAT BOOK 28, PAGES 78-94, COLLIER COUNTY, FLORIDA.

PREPARED FOR: COLONIAL HOMES

FOR THE BENEFIT OF: COLONIAL HOMES

WILSONMILLER, INC.
REGISTERED ENGINEERS AND LAND SURVEYORS
3200 BAILEY LANE, SUITE 200, (941) 263-6408
NAPLES, FLORIDA 34105

BY: Thomas J. Anderson
THOMAS J. ANDERSON, PROFESSIONAL SURVEYOR AND MAPPER #LS5804

4-19-2001
DATE OF SURVEY

CERTIFICATE OF AUTHORIZATION # LB-43

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

NO OTHER PERSON OR ENTITY MAY RELY UPON THIS SURVEY.

ABSTRACT NOT REVIEWED

THIS BOUNDARY SURVEY IS ONLY FOR THE LANDS AS DESCRIBED. IT IS NOT A CERTIFICATE OF TITLE, ZONING, EASEMENTS OR FREEDOM OF ENCUMBRANCES.

GENERAL NOTES:

BEARINGS ARE BASED ON THE COMMON LINE OF SAID LOTS 59 & 60, BEING NORTH 68°25'34" EAST.
UNLESS A COMPARISON IS MADE, MEASURED BEARINGS AND DISTANCES ARE IDENTICAL WITH PLAT VALUES.
DIMENSIONS ARE IN FEET ' AND DECIMALS . THEREOF.
DIMENSIONS ALONG CURVES ARE: Δ = DELTA, L = ARC LENGTH, CD = CHORD DISTANCE, T = TANGENT, R = RADIUS, CB = CHORD BEARING
ELEVATIONS ARE BASED ON NATIONAL GEODETIC VERTICAL DATUM, 1929, (N.G.V.D.)
LINES SHOWN OUTSIDE OF THE LAND DESCRIBED ARE FOR REFERENCE USE ONLY AND WERE NOT SURVEYED.
UNDERGROUND FOOTERS, ROOF OVERHANGS AND STUCCO FINISH WERE NOT TAKEN INTO CONSIDERATION IN PREPARATION OF THIS MAP.

Δ P.C.P. = PERMANENT CONTROL POINT
P.R.M. = PERMANENT REFERENCE MONUMENT
R/W = RIGHT-OF-WAY
CBS = CONCRETE BLOCK STRUCTURE
U.E. = UTILITY EASEMENT, D.E. = DRAINAGE EASEMENT
C.U.E. = COLLIER COUNTY UTILITY EASEMENT
EL. & ELEV. = ELEVATION
CL = CENTERLINE
RD. = ROAD
CONC. = CONCRETE
A/C = AIR CONDITIONER
F.P.L. = FLORIDA POWER & LIGHT
U.T.S. = UNITED TELEPHONE SERVICE
P = PLAT, M = MEASURED, C = CALCULATED, F = FIELD
S.I.P. = SET 5/8" IRON PIN WITH CAP STAMPED LB-43 24" LONG
F.I.P. = FOUND IRON PIN WITH CAP STAMPED LB-43
F.I.P. = FOUND IRON PIN WITH CAP STAMPED 6753
S.C.M. = SET 4" X 4" CONCRETE MONUMENT 24" LONG STAMPED LB-43
F.C.M. = FOUND CONCRETE MONUMENT
D.H. = DRILL HOLES
P.K. NAIL = PARKER KYLON NAIL
B.M. = BENCH MARK
P.C. = POINT OF CURVATURE, P.T. = POINT OF TANGENCY
PROPERTY LIES WITHIN FLOOD ZONE X PER FLOOD INSURANCE RATE MAPS COMMUNITY PANEL #120067 0215D DATED JUNE 3, 1986.

ACTIVITY	INITIALS	EMP.#	MO.	DAY	YR.
RESEARCH					
FIELD WORK CREW CHIEF	JSM	864	04	19	01
DRAFTED	WAG	831	04	20	01
CHECKED BY:	JPM	275	04	20	01
FIELD BOOK/PAGE	1-2617, 70				

APPROVED:
Thomas J. Anderson
THOMAS J. ANDERSON, P.S.M. #LS5804

WilsonMiller, Inc.
ENGINEERS • SURVEYORS • PLANNERS • ENVIRONMENTAL CONSULTANTS
LANDSCAPE ARCHITECTS • TRANSPORTATION CONSULTANTS
Wilson Professional Center
3200 Bailey Lane at Airport Road, Suite 200
Naples, Florida 34105 (941) 649-4040 Fax (941) 643-5716

DATE: 04/01
SCALE: 1"=30'
CLIENT: COLONIAL HOMES
DESCRIPTION: MAP OF BOUNDARY SURVEY
LOTS 59 & 60, BLOCK "A", HERITAGE GREENS,
PLAT BOOK 28, PAGES 78-94, COLLIER COUNTY, FLORIDA

CROSS REF. FILE NO.:	PROJECT NO. & WORK ORDER NO.:	SHEET NUMBER:	FILE NO.:
	N0701-BLA-059-GCS00	59 OF	2L-725

[P] PLOT PLAN/SURV LOTS 59-60 BLK "A" - 831[EQ.364]PF: 0701 1059 20 Apr-01 11:57 AM / 0701 831

OR: 3080 PG: 2252

EXHIBIT C

The Declaration of Protective Covenants, Restrictions and Easements for Colonial Links Villas at Heritage Greens and Amendments thereto, if any, adding prior phases have been recorded in the Public Records of Collier County, Florida as follows:

Phase	Date	O. R. Book	Page	Number of Lots
1	3/28/01	2797	1338	2
9	3/28/01	2797	1423	2
10	5/25/01	2831	1647	2
11	5/25/01	2831	1653	2
17	5/25/01	2831	1659	2
35	6/19/01	2845	624	2
34	6/19/01	2845	630	2
33	6/19/01	2845	636	2
6	6/19/01	2845	642	2
4	9/20/01	2895	2876	2
37	9/20/01	2895	2882	2
36	9/20/01	2895	2888	2
18	9/20/01	2895	2894	2
8	9/20/01	2895	2900	2
7	9/20/01	2895	2906	2
16	11/16/01	2926	2546	2
14	11/16/01	2926	2552	2
13	11/16/01	2926	2558	2
12	11/16/01	2926	2564	2
3	04/19/02	3022	0006	2
20	04/19/02	3022	0012	2
15	04/19/02	3022	0018	2
22	04/23/02	3023	2602	2
2	04/23/02	3023	2608	2
21	06/21/02	3059	3397	2

COLLIER COUNTY
COPY
CLERK OF THE CIRCUIT COURT

Total Number of Lots in Colonial Links Villas Before Phase 24 is added — 50

Total Number of Lots in Phase 24 — 2

Total Number of Lots in Colonial Links Villas after Phase 24 is added — 52

3021339 OR: 3080 PG: 2254
RECORDED in OFFICIAL RECORDS of COLLIER COUNTY, FL
07/29/2002 at 10:34AM DWIGHT B. BROCK, CLERK
REC FEE 28.50
COPIES 6.00
Retn:
STEPHEN D MCCANN
2180 IMMOKALEE RD #306
NAPLES FL 34110

Prepared by and
Return to:
Stephen D. McCann
2180 Immokalee Road
Suite 306
Naples, Florida 34110

AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS, RESTRICTIONS AND EASEMENTS FOR COLONIAL LINKS AT HERITAGE GREENS TO ADD PHASE 25

THIS AMENDMENT TO THE DECLARATION OF PROTECTIVE COVENANTS, RESTRICTIONS AND EASEMENTS FOR COLONIAL LINKS VILLAS AT HERITAGE GREENS TO ADD PHASE 25 ("Amendment"), is made this 22nd day of July, 2002, by COLONIAL HOMES, INC., a Florida Corporation ("Developer") as owner of the "Phase 25 Land" (as hereinafter defined).

WHEREAS, Developer has established Colonial Links Villas at Heritage Greens ("Colonial Links Villas"), according to the Declaration of Protective Covenants, Restrictions and Easements for Colonial Links Villas at Heritage Greens ("Declaration") recorded in Official Records Book 2797, Page 1338, of the Public Records of Collier County, Florida ("County"), and any amendments thereto adding prior phases, the recording information for which amendments is set forth on Exhibit C hereto; and

WHEREAS, Colonial Links Villas is a "Phase Project" as set forth in the Declaration; and

WHEREAS, the Declaration subjects to the provisions of the Declaration as the initial phase "Phase 1," and also provides for the subjecting to the provisions of the Declaration of Phases 2 through 37; and

WHEREAS, Developer desires to add Phase 25 as part of Colonial Links Villas;

NOW, THEREFORE, in consideration of the premises and covenants herein contained, Developer, as the owner in fee simple of the Phase 25 Land hereby declares:

1. The real property more particularly described in Exhibit A hereto and also described on Exhibit C to the Declaration ("Phase 25 Land") shall be owned, held, used, transferred, sold, conveyed, demised and occupied subject to the covenants, restrictions, easements, regulations, burdens and liens set forth in the Declaration and all amendments thereto, all of which shall run with Phase 25 Land and any part thereof and which shall be binding upon all parties having any right, title or interest in the Phase 25 Land or any part thereof, their heirs, successors and assigns.

2. The Phase 25 Land is added as a part of Colonial Links Villas pursuant to Paragraph 2 of the Declaration.

3. The effect of this Amendment shall be that Phase 25, together with other phases included in Colonial Links Villas pursuant to the Declaration or an amendment thereto, shall be, and the same shall constitute, Colonial Links Villas.

4. This Amendment shall become effective upon recording amongst the Public Records of the County.

COLLIER COUNTY COPY CLERK OF THE CIRCUIT COURT

IN WITNESS WHEREOF, Developer has hereunto set its hand and official seal on the date set forth below.

WITNESSES:

P. D. DAVIS
Please Print Name

Robin R. Easter
Please Print Name

DEVELOPER:

COLONIAL HOMES, INC., a Florida Corporation

By: _____
Tony Persichilli,
Senior Vice President

Dated: 7/22/02

(CORPORATE SEAL)

COLONIAL HOMES, INC. CORPORATE SEAL

COLLIER COUNTY CLERK OF THE CIRCUIT COURT COPY

STATE OF FLORIDA
COUNTY OF Lee ss:

I HEREBY CERTIFY that on this day, personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, Tony Persichilli, as Senior Vice President of COLONIAL HOMES, INC., to me well known to be the person described in and who executed the foregoing instrument, and acknowledged before me that he executed same freely and voluntarily on behalf of said corporation for the purposes therein expressed. He is personally known to me or produced _____ _____ as identification.

IN WITNESS WHEREOF, I hereunto set my hand and official seal in the County and State aforesaid this 22nd day of July, 2002

Notary Public

SEAL

DENISE A. WEIL
MY COMMISSION # DD 096191
EXPIRES: March 7, 2006
Bonded Thru Notary Public Underwriters

State of Florida at Large

My Commission Expires:
3/7/2006

EXHIBIT A

LEGAL DESCRIPTION

OF

PHASE 25 LAND

Lots 57 and 58, Block A of Heritage Greens, according to the Plat thereof recorded in Plat Book 28, Pages 78-94, of the Public Records of Collier County, Florida.

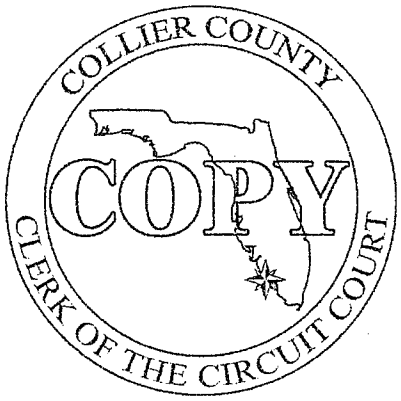
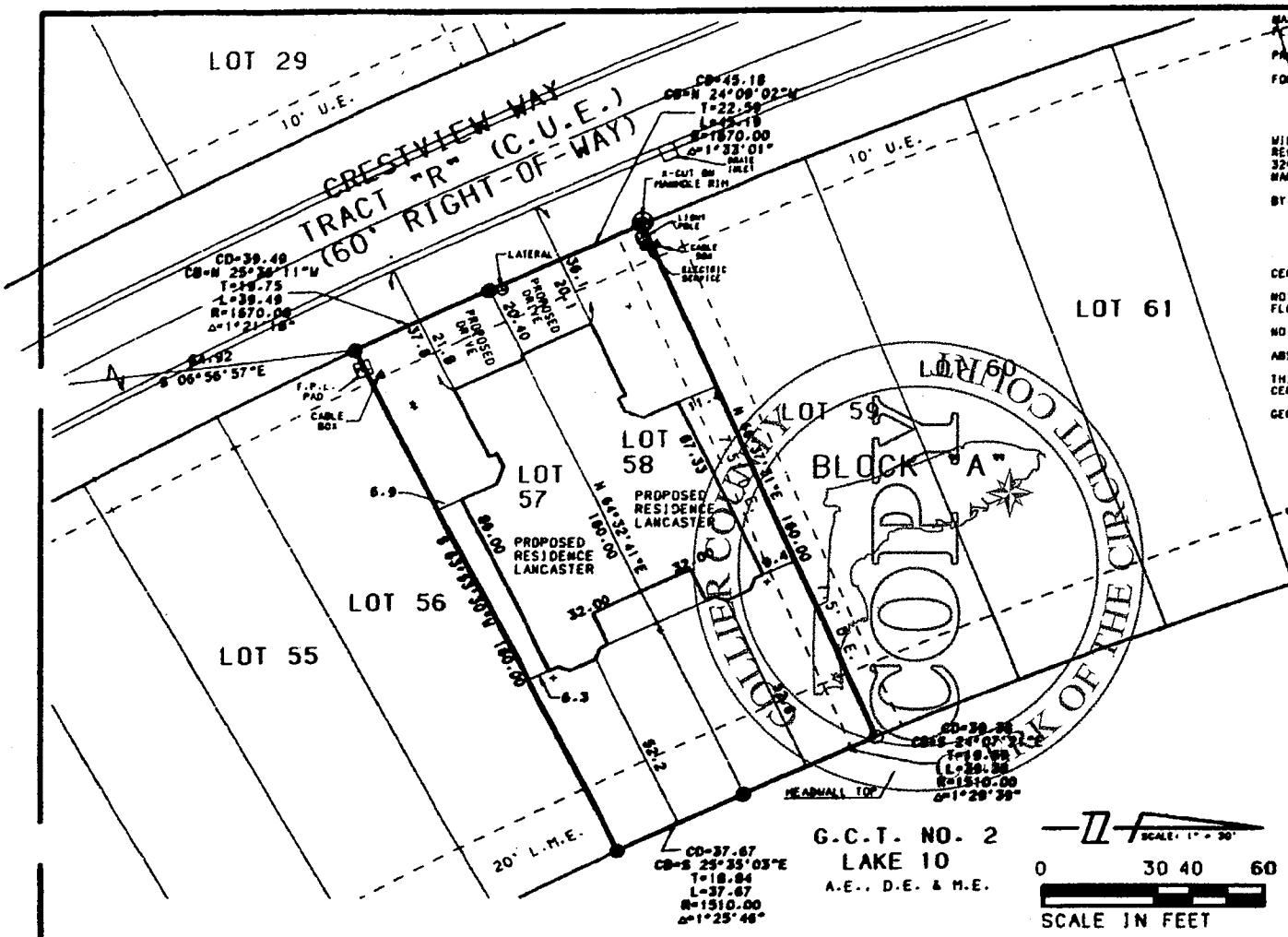


EXHIBIT B

SKETCH OF PHASE 25

COLLIER COUNTY
COPY
CLERK OF THE CIRCUIT COURT



MAP OF BOUNDARY SURVEY OF LOTS 57 & 58, BLOCK "A", HERITAGE GREENS, PLAT BOOK 28, PAGES 78-94, COLLIER COUNTY, FLORIDA.

PREPARED FOR: COLONIAL HOMES

FOR THE BENEFIT OF: COLONIAL HOMES

WILSONMILLER, INC.
REGISTERED ENGINEERS AND LAND SURVEYORS
3200 BAILEY LANE, SUITE 200, (941) 263-6408
NAPLES, FLORIDA 34105

BY: Thomas J. Anderson
THOMAS J. ANDERSON, PROFESSIONAL SURVEYOR AND MAPPER #LS5804

5-7-2001
DATE OF SURVEY

CERTIFICATE OF AUTHORIZATION # LB-43

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

NO OTHER PERSON OR ENTITY MAY RELY UPON THIS SURVEY.

ABSTRACT NOT REVIEWED

THIS BOUNDARY SURVEY IS ONLY FOR THE LANDS AS DESCRIBED. IT IS NOT A CERTIFICATE OF TITLE, ZONING, EASEMENTS OR FREEDOM OF ENCUMBRANCES.

GENERAL NOTES:

BEARINGS ARE BASED ON THE COMMON LINE OF SAID LOTS 57 & 58, BEING NORTH 64°32'41" EAST.
UNLESS A COMPARISON IS MADE, MEASURED BEARINGS AND DISTANCES ARE IDENTICAL WITH PLAT VALUES.
DIMENSIONS ARE IN FEET " AND DECIMALS . THEREOF.
DIMENSIONS ALONG CURVES ARE: Δ = DELTA, L = ARC LENGTH, CD = CHORD DISTANCE, T = TANGENT, R = RADIUS, CB = CHORD BEARING
ELEVATIONS ARE BASED ON NATIONAL GEODETIC VERTICAL DATUMN, 1929, (N.G.V.D.)
LINES SHOWN OUTSIDE OF THE LAND DESCRIBED ARE FOR REFERENCE USE ONLY AND WERE NOT SURVEYED.
UNDERGROUND FOOTERS, ROOF OVERHANGS AND STUCCO FINISH WERE NOT TAKEN INTO CONSIDERATION IN PREPARATION OF THIS MAP.
△ P.C.P. = PERMANENT CONTROL POINT
P.R.M. = PERMANENT REFERENCE MONUMENT
R/W = RIGHT-OF-WAY
CBS = CONCRETE BLOCK STRUCTURE
U.E. = UTILITY EASEMENT, D.E. = DRAINAGE EASEMENT
C.U.E. = COLLIER COUNTY UTILITY EASEMENT
EL. & ELEV. = ELEVATION
CL = CENTERLINE
RD. = ROAD
CONC. = CONCRETE
A/C = AIR CONDITIONER
F.P.L. = FLORIDA POWER & LIGHT
U.T.S. = UNITED TELEPHONE SERVICE
P = PLAT, M = MEASURED, C = CALCULATED, F = FIELD
● S.I.P. = SET 5/8" IRON PIN WITH CAP STAMPED LB-43 24" LONG
F.I.P. = FOUND IRON PIN WITH CAP STAMPED LB-43
F.I.P. = FOUND IRON PIN WITH CAP STAMPED 6753
S.C.M. = SET 4" X 4" CONCRETE MONUMENT 24" LONG STAMPED LB-43
F.C.M. = FOUND CONCRETE MONUMENT
D.H. = DRILL HOLES
△ P.K. NAIL = PARKER KYLON NAIL
B.M. = BENCH MARK
P.C. = POINT OF CURVATURE, P.T. = POINT OF TANGENCY
PROPERTY LIES WITHIN FLOOD ZONE X PER FLOOD INSURANCE RATE MAPS COMMUNITY PANEL #120067 0215D DATED JUNE 3, 1986.

ACTIVITY	INITIALS	EMP.#	MO.	DAY	YR.
RESEARCH					
FIELD WORK/CREW CHIEF	S.D.	1033	05	07	01
DRAFTED	WAG	831	05	04	01
CHECKED BY:	TJA	471	05	04	01
FIELD BOOK/PAGE	L-2661, 03				

APPROVED:
Thomas J. Anderson
THOMAS J. ANDERSON, P.S.M.#LS5804

WilsonMiller, Inc.
ENGINEERS • SURVEYORS • PLANNERS • ENVIRONMENTAL CONSULTANTS • LANDSCAPE ARCHITECTS • TRANSPORTATION CONSULTANTS
Wilson Professional Center
3200 Bailey Lane at Airport Road, Suite 200
Naples, Florida 34105 (941) 649-4040 Fax (941) 643-5716

DATE: 05/01
SCALE: 1"=30'

CLIENT: COLONIAL HOMES
DESCRIPTION: MAP OF BOUNDARY SURVEY
LOTS 57 & 58, BLOCK "A", HERITAGE GREENS, PLAT BOOK 28, PAGES 78-94, COLLIER COUNTY, FLORIDA

CROSS REF	FILE NO.:	PROJECT NO. & WORK ORDER NO.	SHEET NUMBER:	FILE NO.:
		N0701-BLA-057-GCS00	57 OF ___	2L-725

[P] PLOT PLAN/SURV LOTS 57-58 BLK "A". - 47:[G.364]PF: 0701 1057 08-May-01 10:28 AM / 0701-471

OR: 3080 PG: 2258

EXHIBIT C

The Declaration of Protective Covenants, Restrictions and Easements for Colonial Links Villas at Heritage Greens and Amendments thereto, if any, adding prior phases have been recorded in the Public Records of Collier County, Florida as follows:

Phase	Date	O. R. Book	Page	Number of Lots
1	3/28/01	2797	1338	2
9	3/28/01	2797	1423	2
10	5/25/01	2831	1647	2
11	5/25/01	2831	1653	2
17	5/25/01	2831	1659	2
35	6/19/01	2845	624	2
34	6/19/01	2845	630	2
33	6/19/01	2845	636	2
6	6/19/01	2845	642	2
4	9/20/01	2895	2876	2
37	9/20/01	2895	2882	2
36	9/20/01	2895	2888	2
18	9/20/01	2895	2894	2
8	9/20/01	2895	2900	2
7	9/20/01	2895	2906	2
16	11/16/01	2926	2546	2
14	11/16/01	2926	2552	2
13	11/16/01	2926	2558	2
12	11/16/01	2926	2564	2
3	04/19/02	3022	0006	2
20	04/19/02	3022	0012	2
15	04/19/02	3022	0018	2
22	04/23/02	3023	2602	2
2	04/23/02	3023	2608	2
21	06/21/02	3059	3297	2
24	07/29/02	3080	2248	2

COLLIER COUNTY COPY CLERK OF THE CIRCUIT COURT

Total Number of Lots in Colonial Links Villas Before Phase 25 is added 52

Total Number of Lots in Phase 25 2

Total Number of Lots in Colonial Links Villas after Phase 25 is added 54

3094807 OR: 3174 PG: 2686
RECORDED in OFFICIAL RECORDS of COLLIER COUNTY, FL
12/13/2002 at 10:36AM DWIGHT B. BROCK, CLERK
REC FEE 28.50
COPIES 6.00
Retn:
STEPHEN D MCCANN
2180 IMMOKALEE RD #306
NAPLES FL 34110

Prepared by and
Return to:
Stephen D. McCann
2180 Immokalee Road
Suite 306
Naples, Florida 34110

AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS, RESTRICTIONS AND EASEMENTS FOR COLONIAL LINKS AT HERITAGE GREENS TO ADD PHASE 26

THIS AMENDMENT TO THE DECLARATION OF PROTECTIVE COVENANTS, RESTRICTIONS AND EASEMENTS FOR COLONIAL LINKS VILLAS AT HERITAGE GREENS TO ADD PHASE 26 ("Amendment"), is made this 12th day of December, 2002, by COLONIAL HOMES, INC., a Florida Corporation ("Developer") as owner of the "Phase 26 Land" (as hereinafter defined).

WHEREAS, Developer has established Colonial Links Villas at Heritage Greens ("Colonial Links Villas"), according to the Declaration of Protective Covenants, Restrictions and Easements for Colonial Links Villas at Heritage Greens ("Declaration") recorded in Official Records Book 2797, Page 1338, of the Public Records of Collier County, Florida ("County"), and any amendments thereto adding prior phases, the recording information for which amendments is set forth on Exhibit C hereto; and

WHEREAS, Colonial Links Villas is a "Phase Project" as set forth in the Declaration; and

WHEREAS, the Declaration subjects to the provisions of the Declaration as the initial phase "Phase 1," and also provides for the subjecting to the provisions of the Declaration of Phases 2 through 37; and

COLLIER COUNTY
COPY
CLERK OF THE CIRCUIT COURT

WHEREAS, Developer desires to add Phase 26 as part of Colonial Links Villas;

NOW, THEREFORE, in consideration of the premises and covenants herein contained, Developer, as the owner in fee simple of the Phase 26 Land hereby declares:

1. The real property more particularly described in Exhibit A hereto and also described on Exhibit C to the Declaration ("Phase 26 Land") shall be owned, held, used, transferred, sold, conveyed, demised and occupied subject to the covenants, restrictions, easements, regulations, burdens and liens set forth in the Declaration and all amendments thereto, all of which shall run with Phase 26 Land and any part thereof and which shall be binding upon all parties having any right, title or interest in the Phase 26 Land or any part thereof, their heirs, successors and assigns.

2. The Phase 26 Land is added as a part of Colonial Links Villas pursuant to Paragraph 2 of the Declaration.

3. The effect of this Amendment shall be that Phase 26, together with other phases included in Colonial Links Villas pursuant to the Declaration or an amendment thereto, shall be, and the same shall constitute, Colonial Links Villas.

4. This Amendment shall become effective upon recording amongst the Public Records of the County.

IN WITNESS WHEREOF, Developer has hereunto set its hand and official seal on the date set forth below.

WITNESSES:

D. D. DAVIS
Please Print Name

M. Halnes
Please Print Name

DEVELOPER:

COLONIAL HOMES, INC., a Florida Corporation

By: _____
Tony Persichilli,
Senior Vice President

Dated: 12-12 02

(CORPORATE SEAL)

COLLIER COUNTY
COPY
CLERK OF CIRCUIT COURT

STATE OF FLORIDA)
) SS:
COUNTY OF Lee

I HEREBY CERTIFY that on this day, personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, Tony Persichilli, as Senior Vice President of COLONIAL HOMES, INC., to me well known to be the person described in and who executed the foregoing instrument, and acknowledged before me that he executed same freely and voluntarily on behalf of said corporation for the purposes therein expressed. He is personally known to me or produced _____ as identification.

IN WITNESS WHEREOF, I hereunto set my hand and official seal in the County and State aforesaid this 12th day of December, 2002

LAURIE SOUSA
MY COMMISSION # DD 120228
EXPIRES: July 7, 2006
Bonded Thru Notary Public Underwriters

SEAL

Notary Public
State of Florida at Large

My Commission Expires:

EXHIBIT A

LEGAL DESCRIPTION

OF

PHASE 26 LAND

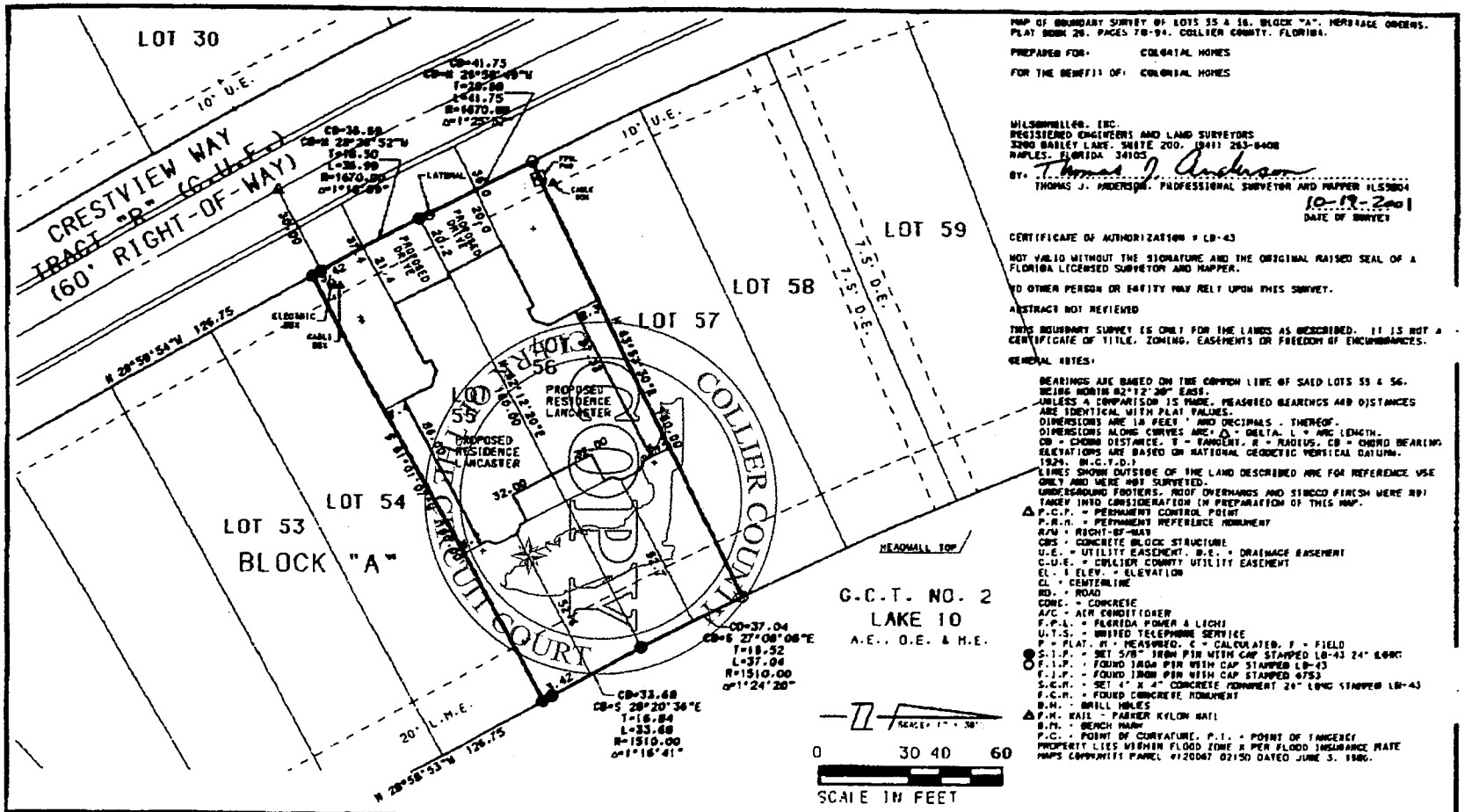
Lots 55 and 56, Block A of Heritage Greens, according to the Plat thereof recorded in Plat Book 28, Pages 78-94, of the Public Records of Collier County, Florida.

COLLIER COUNTY
COPY
CLERK OF THE CIRCUIT COURT

EXHIBIT B

SKETCH OF PHASE 26

COLLIER COUNTY
COPY
CLERK OF THE CIRCUIT COURT



MAP OF BOUNDARY SURVEY OF LOTS 55 & 56, BLOCK "A", HERITAGE GREENS, PLAT BOOK 28, PAGES 78-84, COLLIER COUNTY, FLORIDA.

PREPARED FOR: COLONIAL HOMES

FOR THE BENEFIT OF: COLONIAL HOMES

WILSONMILLER, INC.
REGISTERED ENGINEERS AND LAND SURVEYORS
3200 BAILEY LANE, SUITE 200, (941) 263-6408
NAPLES, FLORIDA 34105

BY: Thomas J. Anderson
THOMAS J. ANDERSON, PROFESSIONAL SURVEYOR AND MAPPER #LS5804

10-19-2001
DATE OF SURVEY

CERTIFICATE OF AUTHORIZATION # LB-43

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

NO OTHER PERSON OR ENTITY MAY RELY UPON THIS SURVEY.

ABSTRACT NOT REVIEWED

THIS BOUNDARY SURVEY IS ONLY FOR THE LANDS AS DESCRIBED. IT IS NOT A CERTIFICATE OF TITLE, ZONING, EASEMENTS OR FREEDOM OF ENCUMBRANCES.

GENERAL NOTES:

BEARINGS ARE BASED ON THE COMMON LINE OF SAID LOTS 55 & 56. BEING NORTH 62°12'30" EAST.
UNLESS A COMPARISON IS MADE, MEASURED BEARINGS AND DISTANCES ARE IDENTICAL WITH PLAT VALUES.
DIMENSIONS ARE IN FEET ' AND DECIMALS . THEREOF.
DIMENSIONS ALONG CURVES ARE: Δ = DELTA, L = ARC LENGTH, CB = CHORD DISTANCE, T = TANGENT, R = RADIUS, CB = CHORD BEARING
ELEVATIONS ARE BASED ON NATIONAL GEODETIC VERTICAL DATUM, 1929, (N.G.V.D.)
LINES SHOWN OUTSIDE OF THE LAND DESCRIBED ARE FOR REFERENCE USE ONLY AND WERE NOT SURVEYED.
UNDERGROUND FOOTERS, ROOF OVERHANGS AND STUCCO FINISH WERE NOT TAKEN INTO CONSIDERATION IN PREPARATION OF THIS MAP.
Δ P.C.P. = PERMANENT CONTROL POINT
P.R.M. = PERMANENT REFERENCE MONUMENT
R/W = RIGHT-OF-WAY
CBS = CONCRETE BLOCK STRUCTURE
U.E. = UTILITY EASEMENT, D.E. = DRAINAGE EASEMENT
C.U.E. = COLLIER COUNTY UTILITY EASEMENT
EL. & ELEV. = ELEVATION
CL = CENTERLINE
RD. = ROAD
CONC. = CONCRETE
A/C = AIR CONDITIONER
F.P.L. = FLORIDA POWER & LIGHT
U.T.S. = UNITED TELEPHONE SERVICE
P = PLAT, M = MEASURED, C = CALCULATED, F = FIELD
S.I.P. = SET 5/8" IRON PIN WITH CAP STAMPED LB-43 24" LONG
F.I.P. = FOUND IRON PIN WITH CAP STAMPED LB-43
F.I.P. = FOUND IRON PIN WITH CAP STAMPED 6753
S.C.M. = SET 4" X 4" CONCRETE MONUMENT 24" LONG STAMPED LB-43
F.C.M. = FOUND CONCRETE MONUMENT
D.H. = DRILL HOLES
Δ F.N. NAIL = PARKER KALON NAIL
B.M. = BENCH MARK
P.C. = POINT OF CURVATURE, P.T. = POINT OF TANGENCY
PROPERTY LIES WITHIN FLOOD ZONE X PER FLOOD INSURANCE RATE MAPS COMMUNITY PANEL #120067 0215D DATED JUNE 3, 1980.

ACTIVITY	INITIALS	EMP.#	MO.	DAY	YR.
RESEARCH					
FIELD WORK/CREW CHIEF	TJA	864	10	19	01
DRAFTED	WAG	831	10	16	01
CHECKED BY:	TJA	471	10	24	01
FIELD BOOK/PAGE	L-2708, 34				

APPROVED:
Thomas J. Anderson
THOMAS J. ANDERSON, P.S.M. #LS5804

WilsonMiller, Inc.
ENGINEERS • SURVEYORS • PLANNERS • ENVIRONMENTAL CONSULTANTS
LANDSCAPE ARCHITECTS • TRANSPORTATION CONSULTANTS
Wilson Professional Center
3200 Bailey Lane at Airport Road, Suite 200
Naples, Florida 34105 (941) 649-4040 Fax (941) 643-5716

DATE: 10/01
SCALE: 1"=30'
CLIENT: COLONIAL HOMES
DESCRIPTION: MAP OF BOUNDARY SURVEY
LOTS 55 & 56, BLOCK "A", HERITAGE GREENS, PLAT BOOK 28, PAGES 78-84, COLLIER COUNTY, FLORIDA
CROSS REF. FILE NO.:
PROJECT NO. & WORK ORDER NO.: N0701-BLA-055-GC500
SHEET NUMBER: 55 of
FILE NO.: 2L-725

(P) PLOT PLAN/SURV LOTS 55-56 BLK "A". - 471CG.364 WPF: 0701 1055 24-Oct-01 07:00 AM / 0701-471

OCT-26-2001 09:03 WILSONMILLER SURVEY 941 643 6682 P.08/08
TOTAL P.08
OR: 3174 PG: 2690

EXHIBIT C

The Declaration of Protective Covenants, Restrictions and Easements for Colonial Links Villas at Heritage Greens and Amendments thereto, if any, adding prior phases have been recorded in the Public Records of Collier County, Florida as follows:

Phase	Date	O. R. Book	Page	Number of Lots
1	3/28/01	2797	1338	2
9	3/28/01	2797	1423	2
10	5/25/01	2831	1647	2
11	5/25/01	2831	1653	2
17	5/25/01	2831	1659	2
35	6/19/01	2845	624	2
34	6/19/01	2845	630	2
33	6/19/01	2845	636	2
6	6/19/01	2845	642	2
4	9/20/01	2895	2876	2
37	9/20/01	2895	2882	2
36	9/20/01	2895	2888	2
18	9/20/01	2895	2894	2
8	9/20/01	2895	2900	2
7	9/20/01	2895	2906	2
16	11/16/01	2926	2546	2
14	11/16/01	2926	2552	2
13	11/16/01	2926	2558	2
12	11/16/01	2926	2564	2
3	04/19/02	3022	0006	2
20	04/19/02	3022	0012	2
15	04/19/02	3022	0018	2
22	04/23/02	3023	2602	2
2	04/23/02	3023	2608	2
21	06/21/02	3059	3397	2
24	07/29/02	3080	2248	2
25	07/29/02	3080	2254	2
32	09/27/02	3119	0785	2
31	09/27/02	3119	0791	2
30	09/27/02	3119	0797	2
28	11/11/02	3154	2668	2
29	12/13/02	3174	2674	2
27	12/13/02	3174	2680	2

COLLIER COUNTY
COPY
CLERK OF THE CIRCUIT COURT

Total Number of Lots in Colonial Links Villas Before Phase 26 is added 66

Total Number of Lots in Phase 26 2

Total Number of Lots in Colonial Links Villas after Phase 26 is added 68

3094806 OR: 3174 PG: 2680
RECORDED in OFFICIAL RECORDS of COLLIER COUNTY, FL
12/13/2002 at 10:36AM DWIGHT B. BROCK, CLERK
REC FEE 28.50
COPIES 6.00
Retn:
STEPHEN D MCCANN
2180 IMMOKALEE RD #306
NAPLES FL 34110

Prepared by and
Return to:
Stephen D. McCann
2180 Immokalee Road
Suite 306
Naples, Florida 34110

AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS, RESTRICTIONS AND EASEMENTS FOR COLONIAL LINKS AT HERITAGE GREENS TO ADD PHASE 27

THIS AMENDMENT TO THE DECLARATION OF PROTECTIVE COVENANTS, RESTRICTIONS AND EASEMENTS FOR COLONIAL LINKS VILLAS AT HERITAGE GREENS TO ADD PHASE 27 ("Amendment"), is made this 12th day of December, 2002, by COLONIAL HOMES, INC., a Florida Corporation ("Developer") as owner of the "Phase 27 Land" (as hereinafter defined).

WHEREAS, Developer has established Colonial Links Villas at Heritage Greens ("Colonial Links Villas"), according to the Declaration of Protective Covenants, Restrictions and Easements for Colonial Links Villas at Heritage Greens ("Declaration") recorded in Official Records Book 2797, Page 1338, of the Public Records of Collier County, Florida ("County"), and any amendments thereto adding prior phases, the recording information for which amendments is set forth on Exhibit C hereto; and

WHEREAS, Colonial Links Villas is a "Phase Project" as set forth in the Declaration; and

WHEREAS, the Declaration subjects to the provisions of the Declaration as the initial phase ("Phase 1") and also provides for the subjecting to the provisions of the Declaration of Phases 2 through 37; and

WHEREAS, Developer desires to add Phase 27 as part of Colonial Links Villas;

NOW, THEREFORE, in consideration of the premises and covenants herein contained, Developer, as the owner in fee simple of the Phase 27 Land hereby declares:

1. The real property more particularly described in Exhibit A hereto and also described on Exhibit C to the Declaration ("Phase 27 Land") shall be owned, held, used, transferred, sold, conveyed, demised and occupied subject to the covenants, restrictions, easements, regulations, burdens and liens set forth in the Declaration and all amendments thereto, all of which shall run with Phase 27 Land and any part thereof and which shall be binding upon all parties having any right, title or interest in the Phase 27 Land or any part thereof, their heirs, successors and assigns.

2. The Phase 27 Land is added as a part of Colonial Links Villas pursuant to Paragraph 2 of the Declaration.

3. The effect of this Amendment shall be that Phase 27, together with other phases included in Colonial Links Villas pursuant to the Declaration or an amendment thereto, shall be, and the same shall constitute, Colonial Links Villas.

4. This Amendment shall become effective upon recording amongst the Public Records of the County.

COLLIER COUNTY
COPY
CLERK OF THE CIRCUIT COURT

IN WITNESS WHEREOF, Developer has hereunto set its hand and official seal on the date set forth below.

WITNESSES:

D. D. DAVIS
Please Print Name

Please Print Name

DEVELOPER:

COLONIAL HOMES, INC., a Florida Corporation

By: _____
Tony Persichilli,
Senior Vice President

Dated: 12-12-02

(CORPORATE SEAL)

COLLIER COUNTY
COPY
CLERK OF THE CIRCUIT COURT

COLONIAL HOMES, INC. CORPORATE SEAL

STATE OF FLORIDA)
) SS
COUNTY OF Lee)

I HEREBY CERTIFY that on this day, personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, Tony Persichilli, as Senior Vice President of COLONIAL HOMES, INC., to me well known to be the person described in and who executed the foregoing instrument, and acknowledged before me that he executed same freely and voluntarily on behalf of said corporation for the purposes therein expressed. He is personally known to me or produced _____ _____ as identification.

IN WITNESS WHEREOF, I hereunto set my hand and official seal in the County and State aforesaid this 12th day of December, 2002

LAURIE BOUSA
MY COMMISSION # DD 120228
EXPIRES: July 7, 2006
Bonded Thru Notary Public Underwriters

SEAL

Notary Public
State of Florida at Large

My Commission Expires:

EXHIBIT A

LEGAL DESCRIPTION

OF

PHASE 27 LAND

Lots 53 and 54, Block A of Heritage Greens, according to the Plat thereof recorded in Plat Book 28, Pages 78-94, of the Public Records of Collier County, Florida.

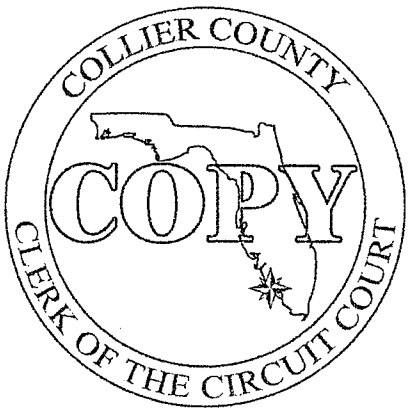
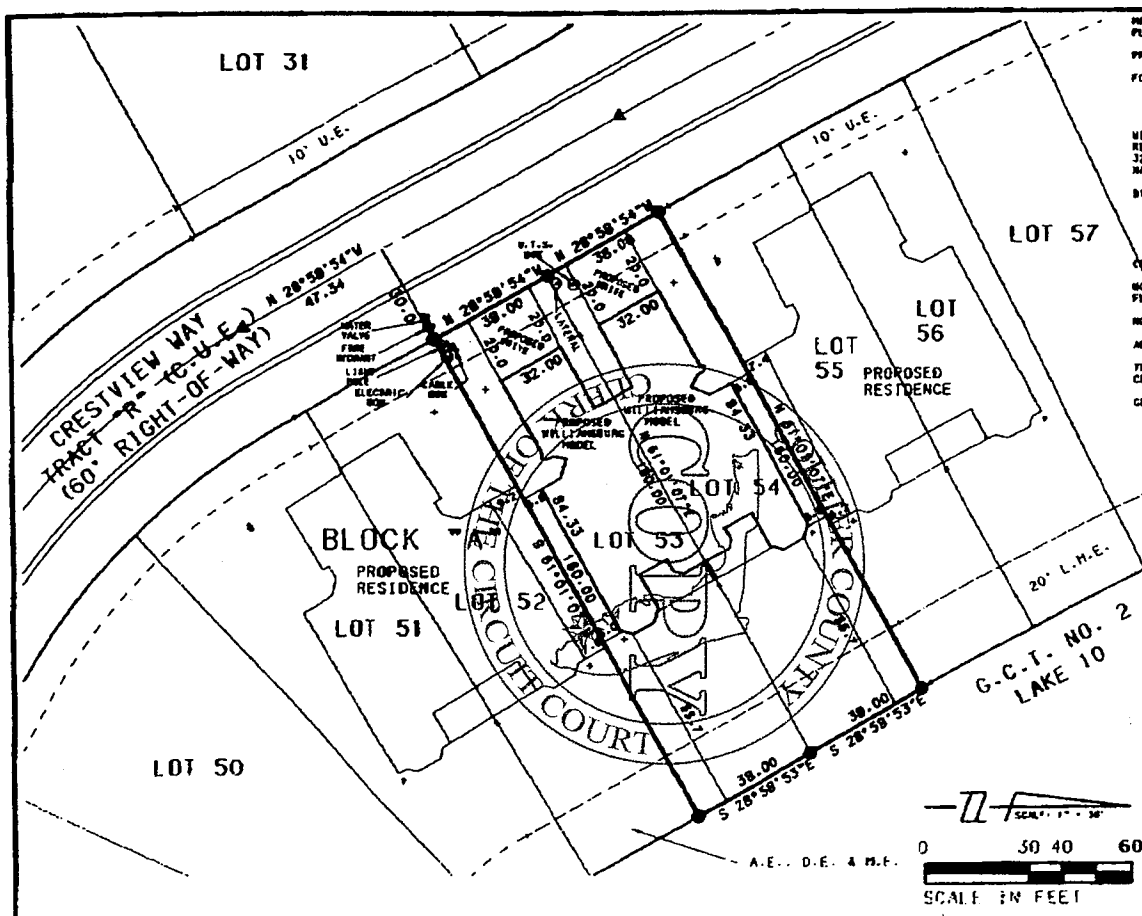


EXHIBIT B

SKETCH OF PHASE 27

COLLIER COUNTY
COPY
CLERK OF THE CIRCUIT COURT



MAP OF BOUNDARY SURVEY OF LOTS 53 & 54, BLOCK "A", HERITAGE GREENS, PLAT BOOK 28, PAGES 78-94, COLLIER COUNTY, FLORIDA.

PREPARED FOR: COLONIAL HOMES

FOR THE BENEFIT OF: COLONIAL HOMES

WILSONMILLER, INC.
REGISTERED ENGINEERS AND LAND SURVEYORS
3200 BAILEY LANE, SUITE 200, (941) 263-6000
NAPLES, FLORIDA 34105

BY: Thomas J. Anderson
THOMAS J. ANDERSON, PROFESSIONAL SURVEYOR AND MAPPER #LS5804

10-19-2001
DATE OF SURVEY

CERTIFICATE OF AUTHORIZATION # LB-43

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

NO OTHER PERSON OR ENTITY MAY RELY UPON THIS SURVEY.

ABSTRACT NOT REVIEWED

THIS BOUNDARY SURVEY IS ONLY FOR THE LANDS AS DESCRIBED. IT IS NOT A CERTIFICATE OF TITLE, ZONING, EASEMENTS OR RECORDS OF ENCUMBRANCES.

GENERAL NOTES:

BEARINGS ARE BASED ON THE COMMON LINE OF SAID LOTS 53 & 54 BEING NORTH 61°01'06" EAST.
UNLESS A COMPARISON IS MADE, MEASURED BEARINGS AND DISTANCES ARE IDENTICAL WITH PLAT VALUES.
DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.
DIMENSIONS ALONG CURVES ARE: Δ = DELTA, L = ARC LENGTH, CD = CHORD DISTANCE, T = TANGENT, R = RADIUS, CB = CHORD BEARING
ELEVATIONS ARE BASED ON NATIONAL GEODETIC VERTICAL DATUM, 1929. (N.G.V.D.)
LINES SHOWN OUTSIDE OF THE LAND DESCRIBED ARE FOR REFERENCE USE ONLY AND WERE NOT SURVEYED.
UNDERGROUND FOOTERS, ROOF OVERHANGS AND STUCCO FINISH WERE NOT TAKEN INTO CONSIDERATION IN PREPARATION OF THIS MAP.

Δ P.C.P. = PERMANENT CONTROL POINT
P.R.M. = PERMANENT REFERENCE MONUMENT
R/W = RIGHT-OF-WAY
CBS = CONCRETE BLOCK STRUCTURE
U.E. = UTILITY EASEMENT, D.E. = DRAINAGE EASEMENT
C.U.E. = COLLIER COUNTY UTILITY EASEMENT
EL. & ELEV. = ELEVATION
℄ = CENTERLINE
RD. = ROAD
CONC. = CONCRETE
A/C = AIR CONDITIONER
F.P.L. = FLORIDA POWER & LIGHT
U.T.S. = UNITED TELEPHONE SERVICE
P = PLAT, M = MEASURED, C = CALCULATED, F = FIELD
● S.I.P. = SET 5/8" IRON PIN WITH CAP STAMPED LB-43 24" LONG
F.I.P. = FOUND IRON PIN WITH CAP STAMPED LB-43
F.I.P. = FOUND IRON PIN WITH CAP STAMPED 6753
S.C.M. = SET 4" X 4" CONCRETE MONUMENT 24" LONG STAMPED LB-43
F.C.M. = FOUND CONCRETE MONUMENT
D.H. = DRILL HOLES
Δ P.K. NAIL = PARKER KYLON NAIL
B.M. = BENCH MARK
P.C. = POINT OF CURVATURE, P.T. = POINT OF TANGENCY

PROPERTY LIES WITHIN FLOOD ZONE X PER FLOOD INSURANCE RATE MAPS COMMUNITY PANEL #120067 0215D DATED JUNE 3, 1986.

ACTIVITY	INITIALS	EMP.#	MO.	DAY	YR.
RESEARCH					
FIELD WORK/CREW CHIEF	JSM	R64	10	19	01
DRAFTED	TJA	471	10	18	01
CHECKED BY:	JPM	831	10	22	01
FIELD BOOK/PAGE	L 2708, 34				

APPROVED: Thomas J. Anderson
THOMAS J. ANDERSON, P.S.M. #LS5804

WilsonMiller, Inc.
ENGINEERS • SURVEYORS • PLANNERS • ENVIRONMENTAL CONSULTANTS & LANDSCAPE ARCHITECTS • TRANSPORTATION CONSULTANTS
Wilson Professional Center
3200 Bailey Lane at Airport Road, Suite 200
Naples, Florida 34105 (941) 649-4040 Fax (941) 643-5716

DATE: 10/01
SCALE: 1"=30'

CLIENT: COLONIAL HOMES
DESCRIPTION: MAP OF BOUNDARY SURVEY
LOTS 53 & 54, BLOCK "A", HERITAGE GREENS, PLAT BOOK 28, PAGES 78-94, COLLIER COUNTY, FLORIDA

CROSS REF. FILE NO.:	PROJECT NO. & NAME (SPACE) NO.:	SHEET NUMBER:	FILE NO.:
	N0701-81A-053-GCS00	53 OF	21-725

[P] PLOT PLAN/SURV LOTS 53 54 BLK. "A" 471 0.364 PF: 0701 1053 22-Oct-01 11:50 AM / 0701-471

OR: 3174 PG: 2684

OCT-26-2001 09:02 WILSONMILLER SURVEY 941 643 6682 P.07/08

EXHIBIT C

The Declaration of Protective Covenants, Restrictions and Easements for Colonial Links Villas at Heritage Greens and Amendments thereto, if any, adding prior phases have been recorded in the Public Records of Collier County, Florida as follows:

Phase	Date	O. R. Book	Page	Number of Lots
1	3/28/01	2797	1338	2
9	3/28/01	2797	1423	2
10	5/25/01	2831	1647	2
11	5/25/01	2831	1653	2
17	5/25/01	2831	1659	2
35	6/19/01	2845	624	2
34	6/19/01	2845	630	2
33	6/19/01	2845	636	2
6	6/19/01	2845	642	2
4	9/20/01	2895	2876	2
37	9/20/01	2895	2882	2
36	9/20/01	2895	2888	2
18	9/20/01	2895	2894	2
8	9/20/01	2895	2900	2
7	9/20/01	2895	2906	2
16	11/16/01	2926	2546	2
14	11/16/01	2926	2552	2
13	11/16/01	2926	2558	2
12	11/16/01	2926	2564	2
3	04/19/02	3022	0006	2
20	04/19/02	3022	0012	2
15	04/19/02	3022	0018	2
22	04/23/02	3023	2602	2
2	04/23/02	3023	2608	2
21	06/21/02	3059	3397	2
24	07/29/02	3080	2248	2
25	07/29/02	3080	2254	2
32	09/27/02	3119	0785	2
31	09/27/02	3119	0791	2
30	09/27/02	3119	0797	2
28	11/11/02	3154	2655	2
29	12/13/02	3174	2674	2

COLLIER COUNTY COPY CLERK OF THE CIRCUIT COURT

Total Number of Lots in Colonial Links Villas Before Phase 27 is added 64

Total Number of Lots in Phase 27 2

Total Number of Lots in Colonial Links Villas after Phase 27 is added 66

3079599 OR: 3154 PG: 2655
RECORDED in OFFICIAL RECORDS of COLLIER COUNTY, FL
11/15/2002 at 11:15AM DWIGHT B. BROCK, CLERK
REC FEE 28.50
COPIES 6.00
Retn:
STEPHEN D MCCANN
2180 IMMOKALEE RD #306
NAPLES FL 34110

Prepared by and
Return to:
Stephen D. McCann
2180 Immokalee Road
Suite 306
Naples, Florida 34110

AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS, RESTRICTIONS AND EASEMENTS FOR COLONIAL LINKS AT HERITAGE GREENS TO ADD PHASE 28

THIS AMENDMENT TO THE DECLARATION OF PROTECTIVE COVENANTS, RESTRICTIONS AND EASEMENTS FOR COLONIAL LINKS VILLAS AT HERITAGE GREENS TO ADD PHASE 28 ("Amendment"), is made this 14th day of November, 2002, by COLONIAL HOMES, INC., a Florida Corporation ("Developer") as owner of the "Phase 28 Land" (as hereinafter defined).

WHEREAS, Developer has established Colonial Links Villas at Heritage Greens ("Colonial Links Villas"), according to the Declaration of Protective Covenants, Restrictions and Easements for Colonial Links Villas at Heritage Greens ("Declaration") recorded in Official Records Book 2797, Page 1338, of the Public Records of Collier County, Florida ("County"), and any amendments thereto adding prior phases, the recording information for which amendments is set forth on Exhibit C hereto; and

COLLIER COUNTY COPY CLERK OF THE CIRCUIT COURT

WHEREAS, Colonial Links Villas is a "Phase Project" as set forth in the Declaration; and

WHEREAS, the Declaration subjects to the provisions of the Declaration as the initial phase "Phase 1," and also provides for the subjecting to the provisions of the Declaration of Phases 2 through 37; and

WHEREAS, Developer desires to add Phase 28 as part of Colonial Links Villas;

NOW, THEREFORE, in consideration of the premises and covenants herein contained, Developer, as the owner in fee simple of the Phase 28 Land hereby declares:

1. The real property more particularly described in Exhibit A hereto and also described on Exhibit C to the Declaration ("Phase 28 Land") shall be owned, held, used, transferred, sold, conveyed, demised and occupied subject to the covenants, restrictions, easements, regulations, burdens and liens set forth in the Declaration and all amendments thereto, all of which shall run with Phase 28 Land and any part thereof and which shall be binding upon all parties having any right, title or interest in the Phase 28 Land or any part thereof, their heirs, successors and assigns.

2. The Phase 28 Land is added as a part of Colonial Links Villas pursuant to Paragraph 2 of the Declaration.

3. The effect of this Amendment shall be that Phase 28, together with other phases included in Colonial Links Villas pursuant to the Declaration or an amendment thereto, shall be, and the same shall constitute, Colonial Links Villas.

4. This Amendment shall become effective upon recording amongst the Public Records of the County.

IN WITNESS WHEREOF, Developer has hereunto set its hand and official seal on the date set forth below.

WITNESSES:

D.D. DAVIS
Please Print Name

D.M. Disbrow
Please Print Name

DEVELOPER:

COLONIAL HOMES, INC., a Florida Corporation

By: _____
Tony Persichilli,
Senior Vice President

Dated: 11-11-02

(CORPORATE SEAL)

COLLIER COUNTY CLERK OF THE CIRCUIT COURT COPY

COLONIAL HOMES, INC. CORPORATE SEAL

STATE OF FLORIDA)
) SS.
COUNTY OF Lee)

I HEREBY CERTIFY that on this day, personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, Tony Persichilli, as Senior Vice President of COLONIAL HOMES, INC., to me well known to be the person described in and who executed the foregoing instrument, and acknowledged before me that he executed same freely and voluntarily on behalf of said corporation for the purposes therein expressed. He is personally known to me or produced _____ _____ as identification.

IN WITNESS WHEREOF, I hereunto set my hand and official seal in the County and State aforesaid this 11 day of November, 2002

LAURIE SOUSA
MY COMMISSION # DD 120228
EXPIRES: July 7, 2006
Bonded Thru Notary Public Underwriters

SEAL

Notary Public
State of Florida at Large

My Commission Expires: 7-7-06

EXHIBIT A

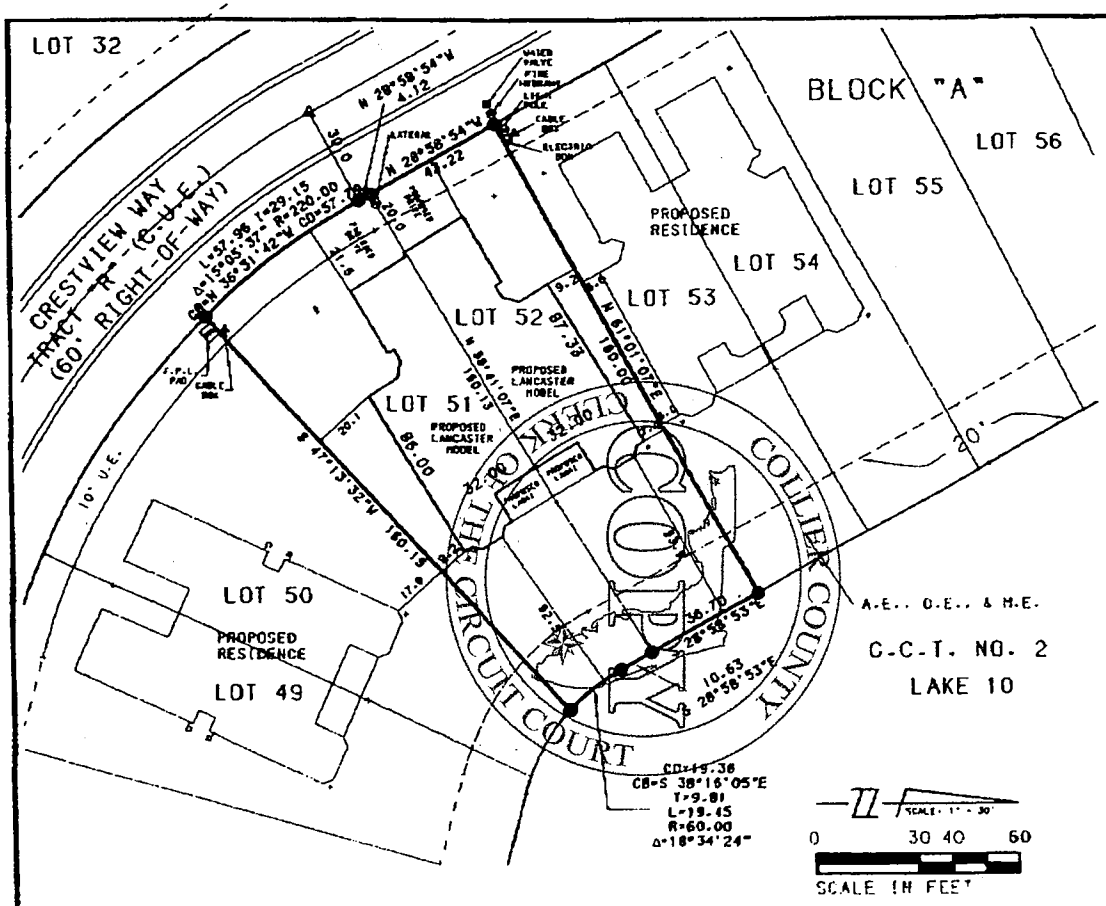
LEGAL DESCRIPTION

OF

PHASE 28 LAND

Lots 51 and 52, Block A of Heritage Greens, according to the Plat thereof recorded in Plat Book 28, Pages 78-94, of the Public Records of Collier County, Florida.

COLLIER COUNTY
COPY
CLERK OF THE CIRCUIT COURT



MAP OF BOUNDARY SURVEY OF LOTS 51 & 52, BLOCK "A", HERITAGE GREENS, PLAT BOOK 20, PAGES 79-94, COLLIER COUNTY, FLORIDA.

PREPARED FOR: COLONIAL HOMES

FOR THE BENEFIT OF: COLONIAL HOMES
BETZ TITLE COMPANY INC.
STEWART TITLE GUARANTY COMPANY

WILSONMILLER, INC.
REGISTERED ENGINEERS AND LAND SURVEYORS
3200 BAILEY LANE, SUITE 200, (941) 263-6400
NAPLES, FLORIDA 34105

BY: Thomas J. Anderson
THOMAS J ANDERSON, PROFESSIONAL SURVEYOR AND MAPPER #LS5804
10-19-2001
DATE OF SURVEY

CERTIFICATE OF AUTHORIZATION # LB-43

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

NO OTHER PERSON OR ENTITY MAY RELY UPON THIS SURVEY.

ABSTRACT NOT REVIEWED

THIS BOUNDARY SURVEY IS ONLY FOR THE LANDS AS DESCRIBED. IT IS NOT A CERTIFICATE OF TITLE, ZONING, EASEMENTS OR FREEDOM OF ENCUMBRANCES.

GENERAL NOTES:

BEARINGS ARE BASED ON THE COMMON LINE OF SAID LOTS 51-52, BEING NORTH 38°41'07" EAST, UNLESS A COMPARISON IS MADE, MEASURED BEARINGS AND DISTANCES ARE IDENTICAL WITH PLAT VALUES.
DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.
DIMENSIONS ALONG CURVES ARE: Δ = DELTA, L = ARC LENGTH, CD = CHORD DISTANCE, T = TANGENT, R = RADIUS, CB = CHORD BEARING
ELEVATIONS ARE BASED ON NATIONAL GEODETIC VERTICAL DATUM 1929, (N.G.V.D.)
LINES SHOWN OUTSIDE OF THE LAND DESCRIBED ARE FOR REFERENCE USE ONLY AND WERE NOT SURVEYED.
UNDERGROUND FOOTERS, ROOF OVERHANGS AND STUCCO FINISH WERE NOT TAKEN INTO CONSIDERATION IN PREPARATION OF THIS MAP.
Δ P.C.P. = PERMANENT CONTROL POINT
P.R.M. = PERMANENT REFERENCE MONUMENT
R/W = RIGHT-OF-WAY
CBS = CONCRETE BLOCK STRUCTURE
U.E. = UTILITY EASEMENT, D.E. = DRAINAGE EASEMENT
C.U.E. = COLLIER COUNTY UTILITY EASEMENT
EL. & ELEV. = ELEVATION
CL = CENTERLINE
RD. = ROAD
CONC. = CONCRETE
A/C = AIR CONDITIONER
F.P.L. = FLORIDA POWER & LIGHT
U.T.S. = UNITED TELEPHONE SERVICE
P = PLAT, M = MEASURED, C = CALCULATED, F = FIELD
● S.I.P. = SET 5/8" IRON PIN WITH CAP STAMPED LB-43 24" LONG
F.I.P. = FOUND IRON PIN WITH CAP STAMPED LB-43
S.C.M. = SET 4" X 4" CONCRETE MONUMENT 24" LONG STAMPED LB-43
F.C.M. = FOUND CONCRETE MONUMENT
D.H. = DRILL HOLES
Δ P.K. NAIL = PARKER KYLON NAIL
B.M. = BENCH MARK
P.C. = POINT OF CURVATURE, P.T. = POINT OF TANGENCY
PROPERTY LIES WITHIN FLOOD ZONE X PER FLOOD INSURANCE RATE MAPS COMMUNITY PANEL #120067 0215B DATED JUNE 3, 1986.

ACTIVITY	INITIALS	EMP.#	MO	DAY	YR.
RESEARCH					
FIELD WORK/CREW CHIEF	JSM	864	10	19	01
DRAFTED	TJA	471	10	17	01
CHECKED BY:	JPM	275	10	22	01
FIELD BOOK/PAGE	L-2708, 34				

APPROVED: Thomas J. Anderson
THOMAS J. ANDERSON, P.S.M. #LS5804

WilsonMiller, Inc.
ENGINEERS • SURVEYORS • PLANNERS • ENVIRONMENTAL CONSULTANTS
LANDSCAPE ARCHITECTS • TRANSPORTATION CONSULTANTS
Million Professional Center
3200 Bailey Lane at Airport Road, Suite 200
Naples, Florida 34105 (941) 649-4040 Fax (941) 643-5716

DATE: 10/01
SCALE: 1"=30'
CLIENT: COLONIAL HOMES
DESCRIPTION: MAP OF BOUNDARY SURVEY
LOTS 51 & 52, BLOCK "A", HERITAGE GREENS, PLAT BOOK 20, PAGES 78-94, COLLIER COUNTY, FLORIDA
CROSS REF. FILE NO.:
PROJECT NO. & WORK ORDER NO.: N0701-BLA-051-GCS00
SHEET NUMBER: 51 of
FILE NO.: 2L-725

EP: PLOT PLAN/SURV \GTS 51 52 BLK "A" 471(6.364)PP 07/01 1051 22-Oct-01 11:13 AM / 07/01-471

OCT-26-2001 09:02 WILSONMILLER SURVEY 941 643 5716 P.05/05

OR: 3154 PG: 2658

EXHIBIT B

SKETCH OF PHASE 2B

COLLIER COUNTY
COPY
CLERK OF THE CIRCUIT COURT

EXHIBIT C

The Declaration of Protective Covenants, Restrictions and Easements for Colonial Links Villas at Heritage Greens and Amendments thereto, if any, adding prior phases have been recorded in the Public Records of Collier County, Florida as follows:

Phase	Date	O. R. Book	Page	Number of Lots
1	3/28/01	2797	1338	2
9	3/28/01	2797	1423	2
10	5/25/01	2831	1647	2
11	5/25/01	2831	1653	2
17	5/25/01	2831	1659	2
35	6/19/01	2845	624	2
34	6/19/01	2845	630	2
33	6/19/01	2845	636	2
6	6/19/01	2845	642	2
4	9/20/01	2895	2876	2
37	9/20/01	2895	2882	2
36	9/20/01	2895	2888	2
18	9/20/01	2895	2894	2
8	9/20/01	2895	2900	2
7	9/20/01	2895	2906	2
16	11/16/01	2926	2546	2
14	11/16/01	2926	2552	2
13	11/16/01	2926	2558	2
12	11/16/01	2926	2564	2
3	04/19/02	3022	0006	2
20	04/19/02	3022	0012	2
15	04/19/02	3022	0018	2
22	04/23/02	3023	2602	2
2	04/23/02	3023	2608	2
21	06/21/02	3059	3197	2
24	07/29/02	3080	2248	2
25	07/29/02	3080	2254	2
32	09/27/02	3119	0785	2
31	09/27/02	3119	0791	2
31	09/27/02	3119	0797	2

COLLIER COUNTY
COPY
CLERK OF THE CIRCUIT COURT

Total Number of Lots in Colonial Links Villas Before Phase 28 is added 60

Total Number of Lots in Phase 28 2

Total Number of Lots in Colonial Links Villas after Phase 28 is added 62

3094805 OR: 3174 PG: 2674
RECORDED in OFFICIAL RECORDS of COLLIER COUNTY, FL
12/13/2002 at 10:36AM DWIGHT B. BROCK, CLERK
REC FEE 28.50
COPIES 6.00

Prepared by and
Return to:
Stephen D. McCann
2180 Immokalee Road
Suite 306
Naples, Florida 34110

Retn:
STEPHEN D MCCANN
2180 IMMOKALEE RD #306
NAPLES FL 34110

AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS, RESTRICTIONS AND EASEMENTS FOR COLONIAL LINKS AT HERITAGE GREENS TO ADD PHASE 29

THIS AMENDMENT TO THE DECLARATION OF PROTECTIVE COVENANTS, RESTRICTIONS AND EASEMENTS FOR COLONIAL LINKS VILLAS AT HERITAGE GREENS TO ADD PHASE 29 ("Amendment"), is made this 12th day of December, 2002, by COLONIAL HOMES, INC., a Florida Corporation ("Developer") as owner of the "Phase 29 Land" (as hereinafter defined).

WHEREAS, Developer has established Colonial Links Villas at Heritage Greens ("Colonial Links Villas"), according to the Declaration of Protective Covenants, Restrictions and Easements for Colonial Links Villas at Heritage Greens ("Declaration") recorded in Official Records Book 2797, Page 1338, of the Public Records of Collier County, Florida ("County"), and any amendments thereto adding prior phases, the recording information for which amendments is set forth on Exhibit C hereto; and

WHEREAS, Colonial Links Villas is a "Phase Project" as set forth in the Declaration; and

WHEREAS, the Declaration subjects to the provisions of the Declaration as the initial phase ("Phase 1;" and also provides for the subjecting to the provisions of the Declaration of Phases 2 through 37; and

COLLIER COUNTY
COPY
CLERK OF THE CIRCUIT COURT

WHEREAS, Developer desires to add Phase 29 as part of Colonial Links Villas;

NOW, THEREFORE, in consideration of the premises and covenants herein contained, Developer, as the owner in fee simple of the Phase 29 Land hereby declares:

1. The real property more particularly described in Exhibit A hereto and also described on Exhibit C to the Declaration ("Phase 29 Land") shall be owned, held, used, transferred, sold, conveyed, demised and occupied subject to the covenants, restrictions, easements, regulations, burdens and liens set forth in the Declaration and all amendments thereto, all of which shall run with Phase 29 Land and any part thereof and which shall be binding upon all parties having any right, title or interest in the Phase 29 Land or any part thereof, their heirs, successors and assigns.

2. The Phase 29 Land is added as a part of Colonial Links Villas pursuant to Paragraph 2 of the Declaration.

3. The effect of this Amendment shall be that Phase 29, together with other phases included in Colonial Links Villas pursuant to the Declaration or an amendment thereto, shall be, and the same shall constitute, Colonial Links Villas.

4. This Amendment shall become effective upon recording amongst the Public Records of the County.

IN WITNESS WHEREOF, Developer has hereunto set its hand and official seal on the date set forth below.

WITNESSES:

D.D. DAVIS
Please Print Name

Please Print Name

DEVELOPER:

COLONIAL HOMES, INC., a Florida Corporation

By: _____
Tony Persichilli,
Senior Vice President

Dated: 12-12-02

(CORPORATE SEAL)

COLLIER COUNTY
COPY
CLERK OF THE CIRCUIT COURT

COLONIAL HOMES
CORPORATE SEAL

STATE OF FLORIDA)
) SS
COUNTY OF Lee)

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, Tony Persichilli, as Senior Vice President of COLONIAL HOMES, INC., to me well known to be the person described in and who executed the foregoing instrument, and acknowledged before me that he executed same freely and voluntarily on behalf of said corporation for the purposes therein expressed. He is personally known to me or produced _____ as identification.

IN WITNESS WHEREOF, I hereunto set my hand and official seal in the County and State aforesaid this 12th day of December, 2002

LAURIE SOUSA
MY COMMISSION # DD 120226
EXPIRES: July 7, 2006
Bonded Thru Notary Public Underwriters

SEAL

Notary Public
State of Florida at Large

My Commission Expires:

EXHIBIT A

LEGAL DESCRIPTION

OF

PHASE 29 LAND

Lots 49 and 50, Block A of Heritage Greens, according to the Plat thereof recorded in Plat Book 28, Pages 78-94, of the Public Records of Collier County, Florida.

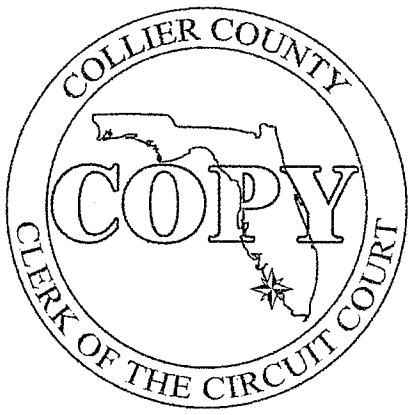
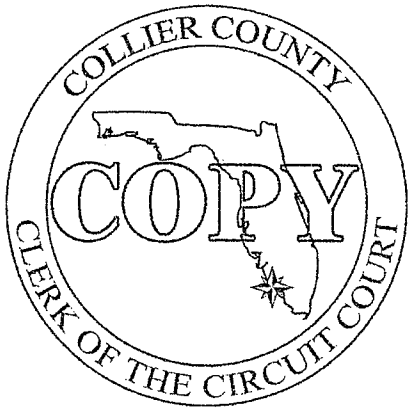
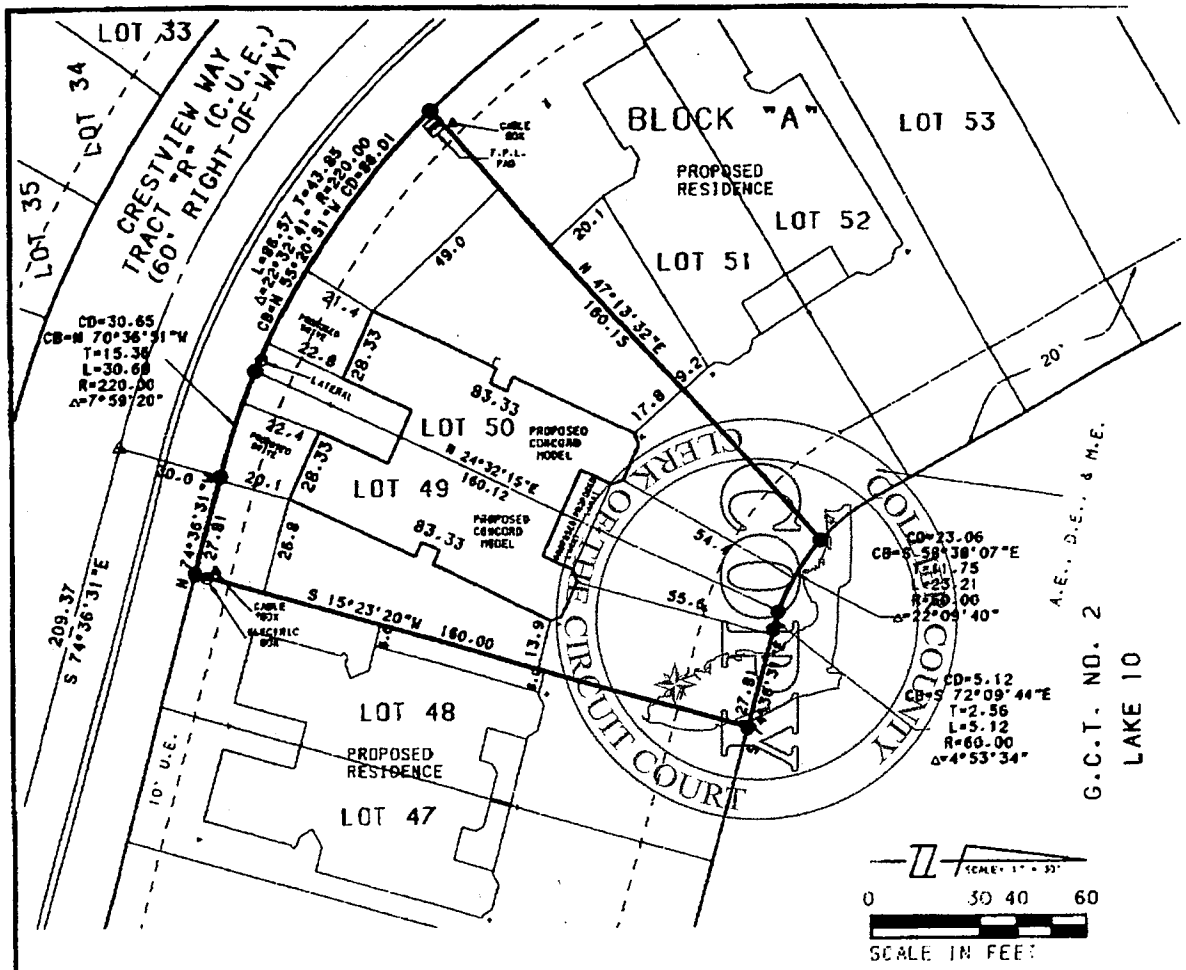


EXHIBIT B

SKETCH OF PHASE 29





MAP OF BOUNDARY SURVEY OF LOTS 49 & 50, BLOCK "A", HERITAGE GREENS, PLAT BOOK 28, PAGES 79-84, COLLIER COUNTY, FLORIDA.

PREPARED FOR: COLONIAL HOMES

FOR THE BENEFIT OF: COLONIAL HOMES
BETA TITLE COMPANY INC.
STEWART TITLE GUARANTY COMPANY

WILSONMILLER, INC.
REGISTERED ENGINEERS AND LAND SURVEYORS
3200 BAYLEY LANE, SUITE 200, (941) 263-6408
NAPLES, FLORIDA 34105

BY: Thomas J. Anderson
THOMAS J ANDERSON, PROFESSIONAL SURVEYOR AND MAPPER #LS5904

10-22-2001
DATE OF SURVEY

CERTIFICATE OF AUTHORIZATION # LB-43

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

NO OTHER PERSON OR ENTITY MAY RELY UPON THIS SURVEY.

ABSTRACT NOT REVIEWED

THIS BOUNDARY SURVEY IS ONLY FOR THE LANDS AS DESCRIBED. IT IS NOT A CERTIFICATE OF TITLE, ZONING, EASEMENTS OR FREEDOM OF ENCUMBRANCES.

GENERAL NOTES:

BEARINGS ARE BASED ON THE COMMON LINE OF SAID LOTS 49-50, BEING NORTH 24°32'15" EAST.
UNLESS A COMPARISON IS MADE, MEASURED BEARINGS AND DISTANCES ARE IDENTICAL WITH PLAT VALUES.
DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.
DIMENSIONS ALONG CURVES ARE: Δ = DELTA, L = ARC LENGTH, CD = CHORD DISTANCE, T = TANGENT, R = RADIUS, CB = CHORD BEARING
ELEVATIONS ARE BASED ON NATIONAL GEODETIC VERTICAL DATUM, 1929, (N.G.V.D.)
LINES SHOWN OUTSIDE OF THE LAND DESCRIBED ARE FOR REFERENCE USE ONLY AND WERE NOT SURVEYED.
UNDERGROUND FOOTERS, ROOF OVERHANGS AND STUCCO FINISH WERE NOT TAKEN INTO CONSIDERATION IN PREPARATION OF THIS MAP.
Δ P.C.P. = PERMANENT CONTROL POINT
P.R.M. = PERMANENT REFERENCE MONUMENT
R/W = RIGHT-OF-WAY
CBS = CONCRETE BLOCK STRUCTURE
U.E. = UTILITY EASEMENT, D.E. = DRAINAGE EASEMENT
C.U.E. = COLLIER COUNTY UTILITY EASEMENT
EL. & ELEV. = ELEVATION
CL = CENTERLINE
RD. = ROAD
CONC. = CONCRETE
A/C = AIR CONDITIONER
F.P.L. = FLORIDA POWER & LIGHT
U.T.S. = UNITED TELEPHONE SERVICE
P = PLAT, M = MEASURED, C = CALCULATED, F = FIELD
● S.I.P. = SET 5/8" IRON PIN WITH CAP STAMPED LB-43 24" LONG
F.I.P. = FOUND IRON PIN WITH CAP STAMPED LB-43
S.C.M. = SET 4" X 4" CONCRETE MONUMENT 24" LONG STAMPED LB-43
F.C.M. = FOUND CONCRETE MONUMENT
D.H. = DRILL HOLES
Δ P.K. NAIL = PARKER KYLON NAIL
B.M. = BENCH MARK
P.C. = POINT OF CURVATURE, P.T. = POINT OF TANGENCY
PROPERTY LIES WITHIN FLOOD ZONE X PER FLOOD INSURANCE RATE MAPS COMMUNITY PANEL #120067 0215D DATED JUNE 3, 1986.

ACTIVITY	INITIALS	EMP.#	MO.	DAY	YR.
RESEARCH					
FIELD WORK/CREW CHIEF	JSM	864	10	22	01
DRAFTED	TJA	471	10	17	01
CHECKED BY:	JPM	275	10	25	01
FIELD BOOK/PAGE	L-2708, 34				

APPROVED: Thomas J. Anderson
THOMAS J. ANDERSON, P.S.M. #LS5904

WilsonMiller, Inc.
ENGINEERS • SURVEYORS • PLANNERS • ENVIRONMENTAL CONSULTANTS & LANDSCAPE ARCHITECTS • TRANSPORTATION CONSULTANTS
Wilson Professional Center
3200 Bayley Lane at Airport Road, Suite 200
Naples, Florida 34105 (941) 649-4040 Fax (941) 643-5716

DATE: 10/01
SCALE: 1"=30'
CROSS REF. FILE NO.:

CLIENT: COLONIAL HOMES
DESCRIPTION: MAP OF BOUNDARY SURVEY
LOTS 49 & 50, BLOCK "A", HERITAGE GREENS, PLAT BOOK 28, PAGES 79-84, COLLIER COUNTY, FLORIDA

PROJECT NO. & WORK ORDER NO.: N0701-BLA-049-GCS00
SHEET NUMBER: 49 OF
FILE NO.: 2L-725

(P) PLOT PLAN/SURV LOTS 49-50 BLK. "A" - 471(D.364)PF: 0701 1049 25-Oct-01 01:27 PM / 0701-471

OR: 3174 PG: 2678

OCT-26-2001 09:01 WILSONMILLER SURVEY 941 643 6682 P.05/08

EXHIBIT C

The Declaration of Protective Covenants, Restrictions and Easements for Colonial Links Villas at Heritage Greens and Amendments thereto, if any, adding prior phases have been recorded in the Public Records of Collier County, Florida as follows:

Phase	Date	O. R. Book	Page	Number of Lots
1	3/28/01	2797	1338	2
9	3/28/01	2797	1423	2
10	5/25/01	2831	1647	2
11	5/25/01	2831	1653	2
17	5/25/01	2831	1659	2
35	6/19/01	2845	624	2
34	6/19/01	2845	630	2
33	6/19/01	2845	636	2
6	6/19/01	2845	642	2
4	9/20/01	2895	2876	2
37	9/20/01	2895	2882	2
36	9/20/01	2895	2888	2
18	9/20/01	2895	2894	2
8	9/20/01	2895	2900	2
7	9/20/01	2895	2906	2
16	11/16/01	2926	2546	2
14	11/16/01	2926	2552	2
13	11/16/01	2926	2558	2
12	11/16/01	2926	2564	2
3	04/19/02	3022	0006	2
20	04/19/02	3022	0012	2
15	04/19/02	3022	0018	2
22	04/23/02	3023	2602	2
2	04/23/02	3023	2608	2
21	06/21/02	3059	3897	2
24	07/29/02	3080	2248	2
25	07/29/02	3080	2254	2
32	09/27/02	3119	0785	2
31	09/27/02	3119	0791	2
30	09/27/02	3119	0797	2
28	11/11/02	3154	2655	2

COLLIER COUNTY COPY CLERK OF THE CIRCUIT COURT

Total Number of Lots in Colonial Links Villas Before Phase 29 is added 62

Total Number of Lots in Phase 29 2

Total Number of Lots in Colonial Links Villas after Phase 29 is added 64

3052890 OR: 3119 PG: 0797
RECORDED in OFFICIAL RECORDS of COLLIER COUNTY, FL
09/27/2002 at 03:50PM DWIGHT B. BROCK, CLERK
REC FEE 28.50
COPIES 6.00

Prepared by and
Return to:
Stephen D. McCann
2180 Immokalee Road
Suite 306
Naples, Florida 34110

Rets:
STEPHEN D MCCANN
2180 IMMOKALEE RD #306
NAPLES FL 34110

AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS, RESTRICTIONS AND EASEMENTS FOR COLONIAL LINKS AT HERITAGE GREENS TO ADD PHASE 30

THIS AMENDMENT TO THE DECLARATION OF PROTECTIVE COVENANTS, RESTRICTIONS AND EASEMENTS FOR COLONIAL LINKS VILLAS AT HERITAGE GREENS TO ADD PHASE 30 ("Amendment"), is made this 20th day of September, 2002, by COLONIAL HOMES, INC., a Florida Corporation ("Developer") as owner of the "Phase 30 Land" (as hereinafter defined).

WHEREAS, Developer has established Colonial Links Villas at Heritage Greens ("Colonial Links Villas"), according to the Declaration of Protective Covenants, Restrictions and Easements for Colonial Links Villas at Heritage Greens ("Declaration") recorded in Official Records Book 2797, Page 1338, of the Public Records of Collier County, Florida ("County"), and any amendments thereto adding prior phases, the recording information for which amendments is set forth on Exhibit C hereto; and

WHEREAS, Colonial Links Villas is a "Phase Project" as set forth in the Declaration; and

WHEREAS, the Declaration subjects to the provisions of the Declaration as the initial phase "Phase 1;" and also provides for the subjecting to the provisions of the Declaration of Phases 2 through 37; and

WHEREAS, Developer desires to add Phase 30 as part of Colonial Links Villas;

NOW, THEREFORE, in consideration of the premises and covenants herein contained, Developer, as the owner in fee simple of the Phase 30 Land hereby declares:

1. The real property more particularly described in Exhibit A hereto and also described on Exhibit C to the Declaration ("Phase 30 Land") shall be owned, held, used, transferred, sold, conveyed, demised and occupied subject to the covenants, restrictions, easements, regulations, burdens and liens set forth in the Declaration and all amendments thereto, all of which shall run with Phase 30 Land and any part thereof and which shall be binding upon all parties having any right, title or interest in the Phase 30 Land or any part thereof, their heirs, successors and assigns.

2. The Phase 30 Land is added as a part of Colonial Links Villas pursuant to Paragraph 2 of the Declaration.

3. The effect of this Amendment shall be that Phase 30, together with other phases included in Colonial Links Villas pursuant to the Declaration or an amendment thereto, shall be, and the same shall constitute, Colonial Links Villas.

4. This Amendment shall become effective upon recording amongst the Public Records of the County.

IN WITNESS WHEREOF, Developer has hereunto set its hand and official seal on the date set forth below.

WITNESSES:

DEVELOPER:

COLONIAL HOMES, INC., a Florida Corporation

By: _____
Tony Persichilli,
Senior Vice President

Dated: 9-20-02

Robin Foster
Please Print Name

_____

_____
Please Print Name

(CORPORATE SEAL)

COLONIAL HOMES, INC. CORPORATE SEAL

COLLIER COUNTY
CLERK OF COURT
COPY

STATE OF FLORIDA)
) SS:
COUNTY OF Lee)

I HEREBY CERTIFY that on this day, personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, Tony Persichilli, as Senior Vice President of COLONIAL HOMES, INC., to me well known to be the person described in and who executed the foregoing instrument, and acknowledged before me that he executed same freely and voluntarily on behalf of said corporation for the purposes therein expressed. He is personally known to me or produced _____ _____ as identification.

IN WITNESS WHEREOF, I hereunto set my hand and official seal in the County and State aforesaid this 20th day of September, 2002

_____
Notary Public

SEAL

LAURIE SOUSA
MY COMMISSION # DD 120228
EXPIRES: July 7, 2006
Bonded Thru Notary Public Underwriters

State of Florida at Large

My Commission Expires: 7-7-06

EXHIBIT A

LEGAL DESCRIPTION

OF

PHASE 30 LAND

Lots 47 and 48, Block A of Heritage Greens, according to the Plat thereof recorded in Plat Book 28, Pages 78-94, of the Public Records of Collier County, Florida.

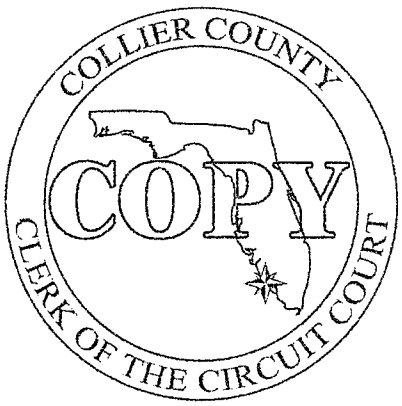
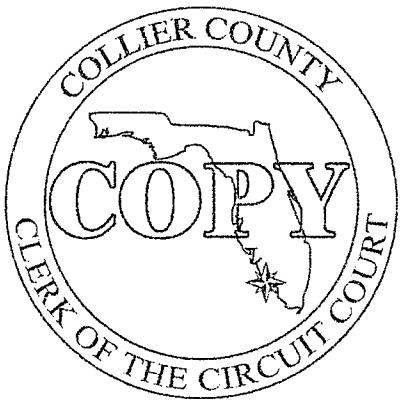
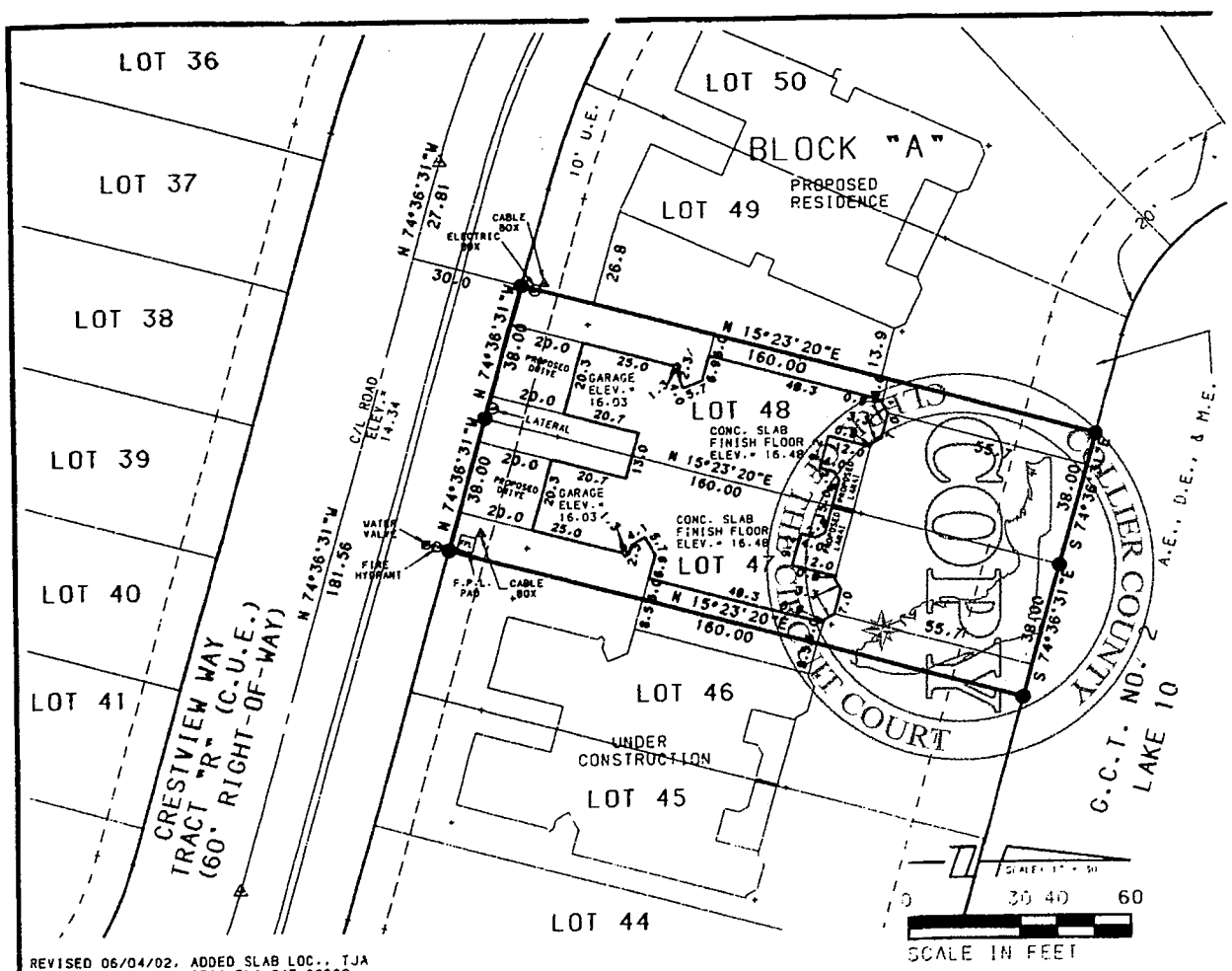


EXHIBIT B

SKETCH OF PHASE 3Q





MAP OF BOUNDARY SURVEY OF LOTS 47 & 48, BLOCK "A", HERITAGE GREENS, PLAT BOOK 28, PAGES 79-94, COLLIER COUNTY, FLORIDA.

PREPARED FOR: COLONIAL HOMES

FOR THE BENEFIT OF: COLONIAL HOMES
BETA TITLE COMPANY INC.
STEWART TITLE GUARANTY COMPANY

WILSONMILLER, INC.
REGISTERED ENGINEERS AND LAND SURVEYORS
3200 BAILEY LANE, SUITE 200, (941) 263-6408
NAPLES, FLORIDA 34105

BY: Thomas J. Anderson
THOMAS J ANDERSON, PROFESSIONAL SURVEYOR AND MAPPER #LS5804

10-22-2001
DATE OF SURVEY

CERTIFICATE OF AUTHORIZATION # LB-43

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

NO OTHER PERSON OR ENTITY MAY RELY UPON THIS SURVEY.

ABSTRACT NOT REVIEWED

THIS BOUNDARY SURVEY IS ONLY FOR THE LANDS AS DESCRIBED. IT IS NOT A CERTIFICATE OF TITLE, ZONING, EASEMENTS OR FREEDOM OF ENCUMBRANCES.

GENERAL NOTES:

BEARINGS ARE BASED ON THE COMMON LINE OF SAID LOTS 47-48. BEING NORTH 15°23'29" EAST.
UNLESS A COMPARISON IS MADE, MEASURED BEARINGS AND DISTANCES ARE IDENTICAL WITH PLAT VALUES.
DIMENSIONS ARE IN FEET ' AND DECIMALS . THEREOF.
DIMENSIONS ALONG CURVES ARE: Δ = DELTA, L = ARC LENGTH, CD = CHORD DISTANCE, T = TANGENT, R = RADIUS, CB = CHORD BEARING
ELEVATIONS ARE BASED ON NATIONAL GEODETIC VERTICAL DATUM, 1929, (N.G.V.D.)
LINES SHOWN OUTSIDE OF THE LAND DESCRIBED ARE FOR REFERENCE USE ONLY AND WERE NOT SURVEYED.
UNDERGROUND FOOTERS, ROOF OVERHANGS AND STUCCO FINISH WERE NOT TAKEN INTO CONSIDERATION IN PREPARATION OF THIS MAP.

Δ P.C.P. = PERMANENT CONTROL POINT
P.R.M. = PERMANENT REFERENCE MONUMENT
R/W = RIGHT-OF-WAY
CBS = CONCRETE BLOCK STRUCTURE
U.E. = UTILITY EASEMENT, D.E. = DRAINAGE EASEMENT
C.U.E. = COLLIER COUNTY UTILITY EASEMENT
EL. & ELEV. = ELEVATION
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RD. = ROAD
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A/C = AIR CONDITIONER
F.P.L. = FLORIDA POWER & LIGHT
U.T.S. = UNITED TELEPHONE SERVICE
P = PLAT, M = MEASURED, C = CALCULATED, F = FIELD
● S.I.P. = SET 5/8" IRON PIN WITH CAP STAMPED LB-43 24" LONG
F.I.P. = FOUND IRON PIN WITH CAP STAMPED LB-43
S.C.M. = SET 4" X 4" CONCRETE MONUMENT 24" LONG STAMPED LB-43
F.C.M. = FOUND CONCRETE MONUMENT
D.H. = DRILL HOLES
Δ P.K. NAIL = PARKER KYLON NAIL
B.M. = BENCH MARK
P.C. = POINT OF CURVATURE, P.T. = POINT OF TANGENCY
PROPERTY LIES WITHIN FLOOD ZONE X PER FLOOD INSURANCE RATE MAPS COMMUNITY PANEL #120067 0215D DATED JUNE 3, 1986.

REVISED 06/04/02, ADDED SLAB LOC., TJA
F.B. L-2692, 80, N0701-BLA-047-GCS00

ACTIVITY	INITIALS	EMP.#	MO.	DAY	YR.
RESEARCH					
FIELD WORK/CREW CHIEF	JSM	864	10	22	01
DRAFTED	TJA	471	10	17	01
CHECKED BY:	JPM	275	10	25	01
FIELD BOOK/PAGE	L-2708, 34				

APPROVED:
Thomas J. Anderson
THOMAS J. ANDERSON, P.S.M. #LS5804

WilsonMiller, Inc.
ENGINEERS • SURVEYORS • PLANNERS • ENVIRONMENTAL CONSULTANTS
LANDSCAPE ARCHITECTS • TRANSPORTATION CONSULTANTS
Wilson Professional Center
3200 Bailey Lane at Airport Road, Suite 200
Naples, Florida 34105 (239) 649-4040 Fax (239) 643-5716

DATE: 10/01
SCALE: 1"=30'

CLIENT: COLONIAL HOMES
DESCRIPTION: MAP OF BOUNDARY SURVEY
LOTS 47 & 48, BLOCK "A", HERITAGE GREENS, PLAT BOOK 28, PAGES 78-94, COLLIER COUNTY, FLORIDA

CROSS REF. FILE NO.:	PROJECT NO. & WORK ORDER NO.:	SHEET NUMBER:	FILE NO.:
	N0701-BLA-047-GCS00	47 OF ___	2L-725

[P] PLOT PLAN/SURV LOTS 47-48 BLK. "A" - 471[0.364]PF: 0701 1047 04-Jun-02 11:00 AM / 0701-471

OR: 3119 PG: 0801

EXHIBIT C

The Declaration of Protective Covenants, Restrictions and Easements for Colonial Links Villas at Heritage Greens and Amendments thereto, if any, adding prior phases have been recorded in the Public Records of Collier County, Florida as follows:

Phase	Date	O. R. Book	Page	Number of Lots
1	3/28/01	2797	1338	2
9	3/28/01	2797	1423	2
10	5/25/01	2831	1647	2
11	5/25/01	2831	1653	2
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6	6/19/01	2845	642	2
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36	9/20/01	2895	2888	2
18	9/20/01	2895	2894	2
8	9/20/01	2895	2900	2
7	9/20/01	2895	2906	2
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13	11/16/01	2926	2558	2
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22	04/23/02	3023	2602	2
2	04/23/02	3023	2608	2
21	06/21/02	3059	3397	2
24	07/29/02	3080	2248	2
25	07/29/02	3080	2254	2
32	9/27/02	3119	785	2
31	9/27/02	3119	791	2

COLLIER COUNTY FLORIDA COPY CLERK OF THE CIRCUIT COURT

Total Number of Lots in Colonial Links Villas Before Phase 30 is added 58

Total Number of Lots in Phase 30 2

Total Number of Lots in Colonial Links Villas after Phase 30 is added 60

3052889 OR: 3119 PG: 0791
RECORDED in OFFICIAL RECORDS of COLLIER COUNTY, FL
09/27/2002 at 03:50PM DWIGHT B. BROCK, CLERK
REC FEE 28.50
COPIES 6.00
Rets:
STEPHEN D MCCANN
2180 IMMOKALEE RD #306
NAPLES FL 34110

Prepared by and
Return to:
Stephen D. McCann
2180 Immokalee Road
Suite 306
Naples, Florida 34110

AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS, RESTRICTIONS AND EASEMENTS FOR COLONIAL LINKS AT HERITAGE GREENS TO ADD PHASE 31

THIS AMENDMENT TO THE DECLARATION OF PROTECTIVE COVENANTS, RESTRICTIONS AND EASEMENTS FOR COLONIAL LINKS VILLAS AT HERITAGE GREENS TO ADD PHASE 31 ("Amendment"), is made this 20th day of September, 2002, by COLONIAL HOMES, INC., a Florida Corporation ("Developer") as owner of the "Phase 31 Land" (as hereinafter defined).

WHEREAS, Developer has established Colonial Links Villas at Heritage Greens ("Colonial Links Villas"), according to the Declaration of Protective Covenants, Restrictions and Easements for Colonial Links Villas at Heritage Greens ("Declaration") recorded in Official Records Book 2797, Page 1338, of the Public Records of Collier County, Florida ("County"), and any amendments thereto adding prior phases, the recording information for which amendments is set forth on Exhibit C hereto; and

COLLIER COUNTY
CLERK OF THE CIRCUIT COURT
COPY

WHEREAS, Colonial Links Villas is a "Phase Project" as set forth in the Declaration; and

WHEREAS, the Declaration subjects to the provisions of the Declaration as the initial phase "Phase 1," and also provides for the subjecting to the provisions of the Declaration of Phases 2 through 37; and

WHEREAS, Developer desires to add Phase 31 as part of Colonial Links Villas;

NOW, THEREFORE, in consideration of the premises and covenants herein contained, Developer, as the owner in fee simple of the Phase 31 Land hereby declares:

1. The real property more particularly described in Exhibit A hereto and also described on Exhibit C to the Declaration ("Phase 31 Land") shall be owned, held, used, transferred, sold, conveyed, demised and occupied subject to the covenants, restrictions, easements, regulations, burdens and liens set forth in the Declaration and all amendments thereto, all of which shall run with Phase 31 Land and any part thereof and which shall be binding upon all parties having any right, title or interest in the Phase 31 Land or any part thereof, their heirs, successors and assigns.

2. The Phase 31 Land is added as a part of Colonial Links Villas pursuant to Paragraph 2 of the Declaration.

3. The effect of this Amendment shall be that Phase 31, together with other phases included in Colonial Links Villas pursuant to the Declaration or an amendment thereto, shall be, and the same shall constitute, Colonial Links Villas.

4. This Amendment shall become effective upon recording amongst the Public Records of the County.

IN WITNESS WHEREOF, Developer has hereunto set its hand and official seal on the date set forth below.

WITNESSES:

D. D. DAVIS
Please Print Name

Robin Easter
Please Print Name

DEVELOPER:

COLONIAL HOMES, INC., a Florida Corporation

By: _____
Tony Persichilli,
Senior Vice President

Dated: 9-20-02

(CORPORATE SEAL)

COLONIAL HOMES, INC. CORPORATE SEAL

COLLIER COUNTY CLERK OF THE CIRCUIT COURT COPY

STATE OF FLORIDA
SS:
COUNTY OF Lee

I HEREBY CERTIFY that on this day, personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, Tony Persichilli, as Senior Vice President of COLONIAL HOMES, INC., to me well known to be the person described in and who executed the foregoing instrument, and acknowledged before me that he executed same freely and voluntarily on behalf of said corporation for the purposes therein expressed. He is personally known to me or produced _____ _____ as identification.

IN WITNESS WHEREOF, I hereunto set my hand and official seal in the County and State aforesaid this 20th day of September, 2002

LAURIE SOUSA
MY COMMISSION # DD 120226
EXPIRES: July 7, 2006
Bonded Thru Notary Public Underwriters

SEAL

Notary Public
State of Florida at Large

My Commission Expires: 7-7-06

EXHIBIT A

LEGAL DESCRIPTION

OF

PHASE 31 LAND

Lots 45 and 46, Block A of Heritage Greens, according to the Plat thereof recorded in Plat Book 28, Pages 78-94, of the Public Records of Collier County, Florida.

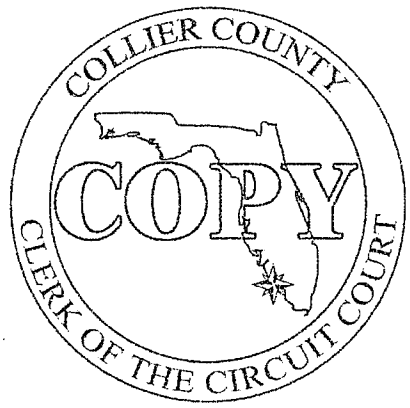
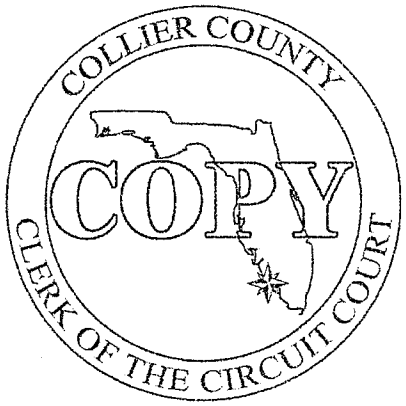
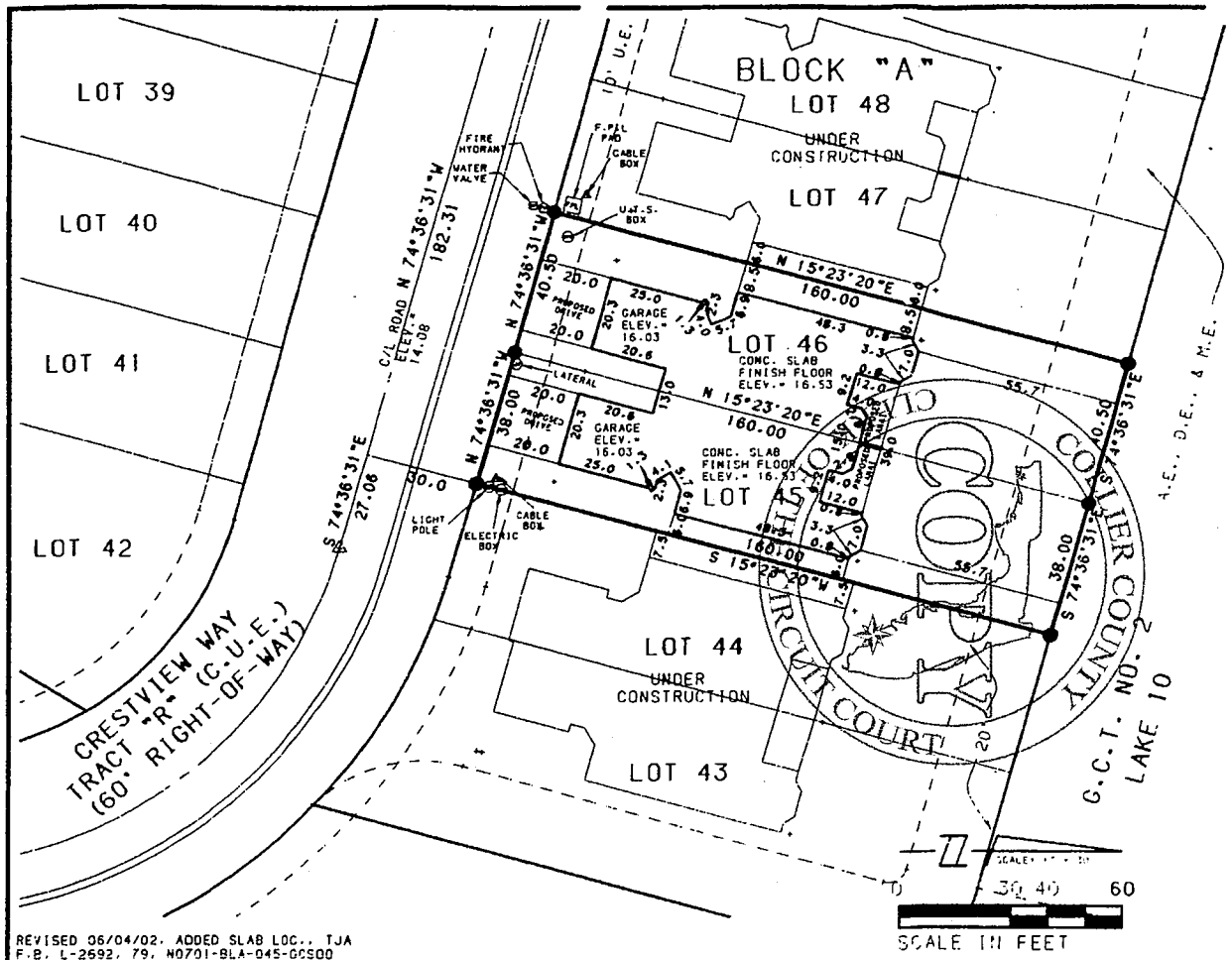


EXHIBIT B

SKETCH OF PHASE 31





REVISED 06/04/02. ADDED SLAB LOC., TJA
F.B. L-2692, 79, N0701-BLA-045-GCS00

MAP OF BOUNDARY SURVEY OF LOTS 45 & 46, BLOCK "A", HERITAGE GREENS, PLAT BOOK 28, PAGES 79-94, COLLIER COUNTY, FLORIDA.

PREPARED FOR: COLONIAL HOMES

FOR THE BENEFIT OF: COLONIAL HOMES
BETA TITLE COMPANY INC.
STEWART TITLE GUARANTY COMPANY

WILSONMILLER, INC.
REGISTERED ENGINEERS AND LAND SURVEYORS
3200 BAILEY LANE, SUITE 200, (941) 263-6408
NAPLES, FLORIDA 34105

BY: Thomas J. Anderson
THOMAS J ANDERSON, PROFESSIONAL SURVEYOR AND MAPPER #LS5804

10-22-2001
DATE OF SURVEY

CERTIFICATE OF AUTHORIZATION # LB-43

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

NO OTHER PERSON OR ENTITY MAY RELY UPON THIS SURVEY.

ABSTRACT NOT REVIEWED

THIS BOUNDARY SURVEY IS ONLY FOR THE LANDS AS DESCRIBED. IT IS NOT A CERTIFICATE OF TITLE, ZONING, EASEMENTS OR FREEDOM OF ENCUMBRANCES.

GENERAL NOTES:

BEARINGS ARE BASED ON THE COMMON LINE OF SAID LOTS 45-46, BEING NORTH 15°23'29" EAST.
UNLESS A COMPARISON IS MADE, MEASURED BEARINGS AND DISTANCES ARE IDENTICAL WITH PLAT VALUES.
DIMENSIONS ARE IN FEET ' AND DECIMALS . THEREOF.
DIMENSIONS ALONG CURVES ARE: Δ = DELTA, L = ARC LENGTH, CD = CHORD DISTANCE, T = TANGENT, R = RADIUS, CB = CHORD BEARING
ELEVATIONS ARE BASED ON NATIONAL GEODETIC VERTICAL DATUM, 1929, (N.G.V.D.)
LINES SHOWN OUTSIDE OF THE LAND DESCRIBED ARE FOR REFERENCE USE ONLY AND WERE NOT SURVEYED.
UNDERGROUND FOOTERS, ROOF OVERHANGS AND STUCCO FINISH WERE NOT TAKEN INTO CONSIDERATION IN PREPARATION OF THIS MAP.

Δ P.C.P. = PERMANENT CONTROL POINT
P.R.M. = PERMANENT REFERENCE MONUMENT
R/W = RIGHT-OF-WAY
CBS = CONCRETE BLOCK STRUCTURE
U.E. = UTILITY EASEMENT, D.E. = DRAINAGE EASEMENT
C.U.E. = COLLIER COUNTY UTILITY EASEMENT
EL. & ELEV. = ELEVATION
CL = CENTERLINE
RD. = ROAD
CONC. = CONCRETE
A/C = AIR CONDITIONER
F.P.L. = FLORIDA POWER & LIGHT
U.T.S. = UNITED TELEPHONE SERVICE
P = PLAT, M = MEASURED, C = CALCULATED, F = FIELD
● S.I.P. = SET 5/8" IRON PIN WITH CAP STAMPED LB-43 24" LONG
F.I.P. = FOUND IRON PIN WITH CAP STAMPED LB-43
S.C.M. = SET 4" X 4" CONCRETE MONUMENT 24" LONG STAMPED LB-43
F.C.M. = FOUND CONCRETE MONUMENT
D.H. = DRILL HOLES
Δ P.K. NAIL = PARKER KYLON NAIL
B.M. = BENCH MARK
P.C. = POINT OF CURVATURE, P.T. = POINT OF TANGENCY
PROPERTY LIES WITHIN FLOOD ZONE X PER FLOOD INSURANCE RATE MAPS COMMUNITY PANEL #120067 0215D DATED JUNE 3, 1986.

ACTIVITY	INITIALS	EMP.#	MO.	DAY	YR.
RESEARCH					
FIELD WORK/CREW CHIEF	JSM	864	10	22	01
DRAFTED	TJA	471	10	17	01
CHECKED BY:	JPM	275	10	25	01
FIELD BOOK/PAGE	L-2708, 34				

APPROVED:
Thomas J. Anderson
THOMAS J. ANDERSON, P.S.M. #LS5804

WilsonMiller, Inc.
ENGINEERS • SURVEYORS • PLANNERS • ENVIRONMENTAL CONSULTANTS
LANDSCAPE ARCHITECTS • TRANSPORTATION CONSULTANTS
Wilson Professional Center
3200 Bailey Lane at Airport Road, Suite 200
Naples, Florida 34105 (239) 643-4040 Fax (239) 643-5716

DATE: 10/01
SCALE: 1"=30'

CLIENT: COLONIAL HOMES
DESCRIPTION: MAP OF BOUNDARY SURVEY
LOTS 45 & 46, BLOCK "A", HERITAGE GREENS,
PLAT BOOK 28, PAGES 78-94, COLLIER COUNTY, FLORIDA

CROSS REF. FILE NO.: | PROJECT NO. & WORK ORDER NO.: N0701-BLA-045-GCS00 | SHEET NUMBER: 45 OF __ | FILE NO.: 2L-725

[P] PLOT PLAN/SURV LOTS 45-46 BLK. "A" - 471(0,364)PF: 0701 1045 04-Jun-02 10:58 AM / 0701-471

OR: 3119 PG: 0795

EXHIBIT C

The Declaration of Protective Covenants, Restrictions and Easements for Colonial Links Villas at Heritage Greens and Amendments thereto, if any, adding prior phases have been recorded in the Public Records of Collier County, Florida as follows:

Phase	Date	O. R. Book	Page	Number of Lots
1	3/28/01	2797	1338	2
9	3/28/01	2797	1423	2
10	5/25/01	2831	1647	2
11	5/25/01	2831	1653	2
17	5/25/01	2831	1659	2
35	6/19/01	2845	624	2
34	6/19/01	2845	630	2
33	6/19/01	2845	636	2
6	6/19/01	2845	642	2
4	9/20/01	2895	2876	2
37	9/20/01	2895	2882	2
36	9/20/01	2895	2888	2
18	9/20/01	2895	2894	2
8	9/20/01	2895	2900	2
7	9/20/01	2895	2906	2
16	11/16/01	2926	2546	2
14	11/16/01	2926	2552	2
13	11/16/01	2926	2558	2
12	11/16/01	2926	2564	2
3	04/19/02	3022	0006	2
20	04/19/02	3022	0012	2
15	04/19/02	3022	0018	2
22	04/23/02	3023	2602	2
2	04/23/02	3023	2608	2
21	06/21/02	3059	3397	2
24	07/29/02	3080	2248	2
25	07/29/02	3080	2254	2
32	9/27/02	3119	745	2

COLLIER COUNTY COPY CLERK OF THE CIRCUIT COURT

Total Number of Lots in Colonial Links Villas Before Phase 31 is added 56

Total Number of Lots in Phase 31 2

Total Number of Lots in Colonial Links Villas after Phase 31 is added 58

3052888 OR: 3119 PG: 0785
RECORDED in OFFICIAL RECORDS of COLLIER COUNTY, FL
09/27/2002 at 03:50PM DWIGHT B. BROCK, CLERK
REC FEE 28.50
COPIES 6.00

Prepared by and
Return to:
Stephen D. McCann
2180 Immokalee Road
Suite 306
Naples, Florida 34110

Ret:
STEPHEN D MCCANN
2180 IMMOKALEE RD #306
NAPLES FL 34110

AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS, RESTRICTIONS AND EASEMENTS FOR COLONIAL LINKS AT HERITAGE GREENS TO ADD PHASE 32

THIS AMENDMENT TO THE DECLARATION OF PROTECTIVE COVENANTS, RESTRICTIONS AND EASEMENTS FOR COLONIAL LINKS VILLAS AT HERITAGE GREENS TO ADD PHASE 32 ("Amendment"), is made this 20th day of September, 2002, by COLONIAL HOMES, INC., a Florida Corporation ("Developer") as owner of the "Phase 32 Land" (as hereinafter defined).

WHEREAS, Developer has established Colonial Links Villas at Heritage Greens ("Colonial Links Villas"), according to the Declaration of Protective Covenants, Restrictions and Easements for Colonial Links Villas at Heritage Greens ("Declaration") recorded in Official Records Book 2797, Page 1338, of the Public Records of Collier County, Florida ("County"), and any amendments thereto adding prior phases, the recording information for which amendments is set forth on Exhibit C hereto; and

WHEREAS, Colonial Links Villas is a "Phase Project" as set forth in the Declaration; and

WHEREAS, the Declaration subjects to the provisions of the Declaration as the initial phase "Phase 1," and also provides for the subjecting to the provisions of the Declaration of Phases 2 through 37; and

WHEREAS, Developer desires to add Phase 32 as part of Colonial Links Villas;

NOW, THEREFORE, in consideration of the premises and covenants herein contained, Developer, as the owner in fee simple of the Phase 32 Land hereby declares:

1. The real property more particularly described in Exhibit A hereto and also described on Exhibit C to the Declaration ("Phase 32 Land") shall be owned, held, used, transferred, sold, conveyed, demised and occupied subject to the covenants, restrictions, easements, regulations, burdens and liens set forth in the Declaration and all amendments thereto, all of which shall run with Phase 32 Land and any part thereof and which shall be binding upon all parties having any right, title or interest in the Phase 32 Land or any part thereof, their heirs, successors and assigns.

2. The Phase 32 Land is added as a part of Colonial Links Villas pursuant to Paragraph 2 of the Declaration.

3. The effect of this Amendment shall be that Phase 32, together with other phases included in Colonial Links Villas pursuant to the Declaration or an amendment thereto, shall be, and the same shall constitute, Colonial Links Villas.

4. This Amendment shall become effective upon recording amongst the Public Records of the County.

COLLIER COUNTY
CLERK OF THE CIRCUIT COURT
COPY

IN WITNESS WHEREOF, Developer has hereunto set its hand and official seal on the date set forth below.

WITNESSES:

D. D. DAVIS
Please Print Name

Robin Easter
Robin Easter
Please Print Name

DEVELOPER:

COLONIAL HOMES, INC., a Florida Corporation

By: _____
Tony Persichilli,
Senior Vice President

Dated: 9-20-02

(CORPORATE SEAL)

COLONIAL HOMES, INC. CORPORATE SEAL

COLLIER COUNTY
COPY
CLERK OF CIRCUIT COURT

STATE OF FLORIDA
SS:
COUNTY OF Lee

I HEREBY CERTIFY that on this day, personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, Tony Persichilli, as Senior Vice President of COLONIAL HOMES, INC., to me well known to be the person described in and who executed the foregoing instrument, and acknowledged before me that he executed same freely and voluntarily on behalf of said corporation for the purposes therein expressed. He is personally known to me or produced _____ _____ as identification.

IN WITNESS WHEREOF, I hereunto set my hand and official seal in the County and State aforesaid this 20th day of September, 2002

LAURIE SOUSA
MY COMMISSION # DD 120228
EXPIRES: July 7, 2006
Bonded Thru Notary Public Underwriters

SEAL

Laurie Sousa
Notary Public
State of Florida at Large

My Commission Expires: 7-7-06

EXHIBIT A

LEGAL DESCRIPTION

OF

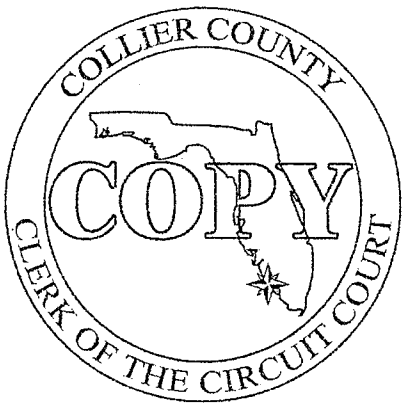
PHASE 32 LAND

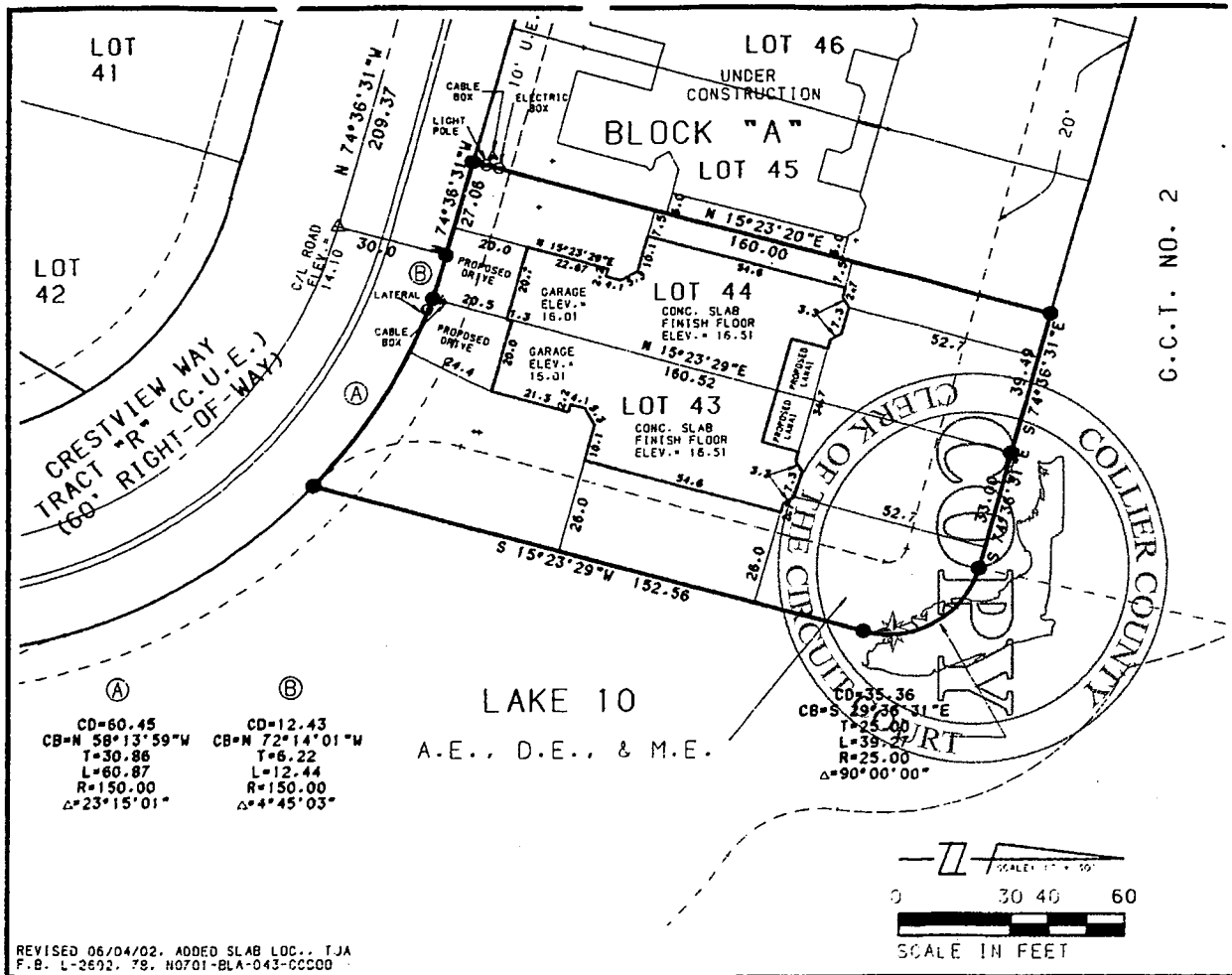
Lots 43 and 44, Block A of Heritage Greens, according to the Plat thereof recorded in Plat Book 28, Pages 78-94, of the Public Records of Collier County, Florida.

COLLIER COUNTY
COPY
CLERK OF THE CIRCUIT COURT

EXHIBIT B

SKETCH OF PHASE 32





MAP OF BOUNDARY SURVEY OF LOTS 43 & 44, BLOCK "A", HERITAGE GREENS, PLAT BOOK 28, PAGES 79-94, COLLIER COUNTY, FLORIDA.

PREPARED FOR: COLONIAL HOMES

FOR THE BENEFIT OF: COLONIAL HOMES
BETA TITLE COMPANY, INC.
STEWART TITLE GUARANTY COMPANY

WILSONMILLER, INC.
REGISTERED ENGINEERS AND LAND SURVEYORS
3200 BAILEY LANE, SUITE 200, (941) 263-6408
NAPLES, FLORIDA 34105

BY: Thomas J. Anderson
THOMAS J ANDERSON, PROFESSIONAL SURVEYOR AND MAPPER #LS5804

10-22-2001
DATE OF SURVEY

CERTIFICATE OF AUTHORIZATION # LB-43

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

NO OTHER PERSON OR ENTITY MAY RELY UPON THIS SURVEY.

ABSTRACT NOT REVIEWED

THIS BOUNDARY SURVEY IS ONLY FOR THE LANDS AS DESCRIBED. IT IS NOT A CERTIFICATE OF TITLE, ZONING, EASEMENTS OR FREEDOM OF ENCUMBRANCES.

GENERAL NOTES:

BEARINGS ARE BASED ON THE COMMON LINE OF SAID LOTS 43-44, BEING NORTH 15°23'29" EAST.
UNLESS A COMPARISON IS MADE, MEASURED BEARINGS AND DISTANCES ARE IDENTICAL WITH PLAT VALUES.
DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.
DIMENSIONS ALONG CURVES ARE: Δ = DELTA, L = ARC LENGTH, CD = CHORD DISTANCE, T = TANGENT, R = RADIUS, CB = CHORD BEARING
ELEVATIONS ARE BASED ON NATIONAL GEODETIC VERTICAL DATUM, 1929, (N.G.V.D.)
LINES SHOWN OUTSIDE OF THE LAND DESCRIBED ARE FOR REFERENCE USE ONLY AND WERE NOT SURVEYED.
UNDERGROUND FOOTERS, ROOF OVERHANGS AND STUCCO FINISH WERE NOT TAKEN INTO CONSIDERATION IN PREPARATION OF THIS MAP.
Δ P.C.P. = PERMANENT CONTROL POINT
P.R.M. = PERMANENT REFERENCE MONUMENT
R/W = RIGHT-OF-WAY
CBS = CONCRETE BLOCK STRUCTURE
U.E. = UTILITY EASEMENT, D.E. = DRAINAGE EASEMENT
C.U.E. = COLLIER COUNTY UTILITY EASEMENT
EL. & ELEV. = ELEVATION
CL = CENTERLINE
RD. = ROAD
CONC. = CONCRETE
A/C = AIR CONDITIONER
F.P.L. = FLORIDA POWER & LIGHT
U.T.S. = UNITED TELEPHONE SERVICE
P = PLAT, M = MEASURED, C = CALCULATED, F = FIELD
● S.I.P. = SET 5/8" IRON PIN WITH CAP STAMPED LB-43 24" LONG
F.I.P. = FOUND IRON PIN WITH CAP STAMPED LB-43
S.C.M. = SET 4" x 4" CONCRETE MONUMENT 24" LONG STAMPED LB-43
F.C.M. = FOUND CONCRETE MONUMENT
D.H. = DRILL HOLE
Δ P.K. NAIL = PARKER KYLON NAIL
B.M. = BENCH MARK
P.C. = POINT OF CURVATURE, P.T. = POINT OF TANGENCY
PROPERTY LIES WITHIN FLOOD ZONE X PER FLOOD INSURANCE RATE MAPS COMMUNITY PANEL #120067 0215D DATED JUNE 3, 1986.

REVISED 06/04/02, ADDED SLAB LOC., TJA
F.B. L-2692, PG. N0701-BLA-043-GCS00

ACTIVITY	INITIALS	EMP.#	MO.	DAY	YR.
RESEARCH					
FIELD WORK/CREW CHIEF	JSM	964	10	22	01
DRAFTED	TJA	471	10	16	01
CHECKED BY:	JPM	275	10	25	01
FIELD BOOK/PAGE	L-2708, 34				

APPROVED:
Thomas J. Anderson
THOMAS J. ANDERSON, P.S.M. #LS5804

WilsonMiller, Inc.
ENGINEERS • SURVEYORS • PLANNERS • ENVIRONMENTAL CONSULTANTS
LANDSCAPE ARCHITECTS • TRANSPORTATION CONSULTANTS
Wilson Professional Center
3200 Bailey Lane at Airport Road, Suite 200
Naples, Florida 34105 (239) 649-4040 Fax (239) 643-5716

DATE: 10/01
SCALE: 1"=30'

CLIENT: COLONIAL HOMES
DESCRIPTION: MAP OF BOUNDARY SURVEY
LOTS 43 & 44, BLOCK "A", HERITAGE GREENS,
PLAT BOOK 28, PAGES 78-94, COLLIER COUNTY, FLORIDA

CROSS REF. FILE NO.:	PROJECT NO. & WORK ORDER NO.:	SHEET NUMBER:	FILE NO.:
	N0701-BLA-043-GCS00	43 OF	2L-725

EPI PLOT PLAN/SURV LOTS 43-44 BLK. "A" - 471(0.364)PF: 0701 1043 04-Jun-02 10:56 AM / 0701-471

OR: 3119 PG: 0789

EXHIBIT C

The Declaration of Protective Covenants, Restrictions and Easements for Colonial Links Villas at Heritage Greens and Amendments thereto, if any, adding prior phases have been recorded in the Public Records of Collier County, Florida as follows:

Phase	Date	O. R. Book	Page	Number of Lots
1	3/28/01	2797	1338	2
9	3/28/01	2797	1423	2
10	5/25/01	2831	1647	2
11	5/25/01	2831	1653	2
17	5/25/01	2831	1659	2
35	6/19/01	2845	624	2
34	6/19/01	2845	630	2
33	6/19/01	2845	636	2
6	6/19/01	2845	642	2
4	9/20/01	2895	2876	2
37	9/20/01	2895	2882	2
36	9/20/01	2895	2888	2
18	9/20/01	2895	2894	2
8	9/20/01	2895	2900	2
7	9/20/01	2895	2906	2
16	11/16/01	2926	2546	2
14	11/16/01	2926	2552	2
13	11/16/01	2926	2558	2
12	11/16/01	2926	2564	2
3	04/19/02	3022	0006	2
20	04/19/02	3022	0012	2
15	04/19/02	3022	0018	2
22	04/23/02	3023	2602	2
2	04/23/02	3023	2608	2
21	06/21/02	3059	3397	2
24	07/29/02	3080	2248	2
25	07/29/02	3080	2254	2

COLLIER COUNTY COPY CLERK OF THE CIRCUIT COURT

Total Number of Lots in Colonial Links Villas Before Phase 32 is added 54

Total Number of Lots in Phase 32 2

Total Number of Lots in Colonial Links Villas after Phase 32 is added 56

2814314 OR: 2845 PG: 0636
RECORDED in OFFICIAL RECORDS of COLLIER COUNTY, FL
06/19/2001 at 01:27PM DWIGHT E. BROCK, CLERK
REC FEE 28.50
COPIES 6.00

Prepared by and
Return to:
Stephen D. McCann
2180 Immokalee Road
Suite 306
Naples, Florida 34110

Retn:
STEPHEN D MCCANN
2180 IMMOKALEE RD #306
NAPLES FL 34110

AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS, RESTRICTIONS AND EASEMENTS FOR COLONIAL LINKS AT HERITAGE GREENS TO ADD PHASE 33

THIS AMENDMENT TO THE DECLARATION OF PROTECTIVE COVENANTS, RESTRICTIONS AND EASEMENTS FOR COLONIAL LINKS VILLAS AT HERITAGE GREENS TO ADD PHASE 33 ("Amendment"), is made this 14th day of June, 2001, by COLONIAL HOMES, INC., a Florida Corporation ("Developer") as owner of the "Phase 33 Land" (as hereinafter defined).

WHEREAS, Developer has established Colonial Links Villas at Heritage Greens ("Colonial Links Villas"), according to the Declaration of Protective Covenants, Restrictions and Easements for Colonial Links Villas at Heritage Greens ("Declaration") recorded in Official Records Book 2797, Page 1338, of the Public Records of Collier County, Florida ("County"), and any amendments thereto adding prior phases, the recording information for which amendments is set forth on Exhibit C hereto; and

WHEREAS, Colonial Links Villas is a "Phase Project" as set forth in the Declaration; and

WHEREAS, the Declaration subjects to the provisions of the Declaration as the initial phase "Phase 1," and also provides for the subjecting to the provisions of the Declaration of Phases 2 through 37; and

WHEREAS, Developer desires to add Phase 33 as part of Colonial Links Villas;

NOW, THEREFORE, in consideration of the premises and covenants herein contained, Developer, as the owner in fee simple of the Phase 33 Land hereby declares:

1. The real property more particularly described in Exhibit A hereto and also described on Exhibit C to the Declaration ("Phase 33 Land") shall be owned, held, used, transferred, sold, conveyed, demised and occupied subject to the covenants, restrictions, easements, regulations, burdens and liens set forth in the Declaration and all amendments thereto, all of which shall run with Phase 33 Land and any part thereof and which shall be binding upon all parties having any right, title or interest in the Phase 33 Land or any part thereof, their heirs, successors and assigns.

2. The Phase 33 Land is added as a part of Colonial Links Villas pursuant to Paragraph 2 of the Declaration.

3. The effect of this Amendment shall be that Phase 33, together with other phases included in Colonial Links Villas pursuant to the Declaration or an amendment thereto, shall be, and the same shall constitute, Colonial Links Villas.

4. This Amendment shall become effective upon recording amongst the Public Records of the County.

COLLIER COUNTY CLERK OF THE CIRCUIT COURT

IN WITNESS WHEREOF, Developer has hereunto set its hand and official seal on the date set forth below.

WITNESSES:

M. Hahn

M. Hahn

Please Print Name

Tracey Hill

Tracey Hill

Please Print Name

DEVELOPER:

COLONIAL HOMES, INC., a Florida Corporation

By: _____
Tony Persichilli,
Division President

Dated: 6/11/01

(CORPORATE SEAL)

COLLIER COUNTY
COPY
CLERK OF THE CIRCUIT COURT

STATE OF FLORIDA
SS:
COUNTY OF Lee

I HEREBY CERTIFY that on this day, personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, Tony Persichilli, as Division President of COLONIAL HOMES, INC., to me well known to be the person described in and who executed the foregoing instrument, and acknowledged before me that he executed same freely and voluntarily on behalf of said corporation for the purposes therein expressed. He is personally known to me or produced _____ as identification.

IN WITNESS WHEREOF, I hereunto set my hand and official seal in the County and State aforesaid this 11th day of June, 2001

Laune Sousa
Notary Public

Laune Sousa
My Commission CC757283
Expires July 7, 2002

SEAL

State of Florida at Large

My Commission Expires: 7/7/02

EXHIBIT A

LEGAL DESCRIPTION

OF

PHASE 33 LAND

Lots 41 and 42, Block A of Heritage Greens, according to the Plat thereof recorded in Plat Book 28, Pages 78-94, of the Public Records of Collier County, Florida.

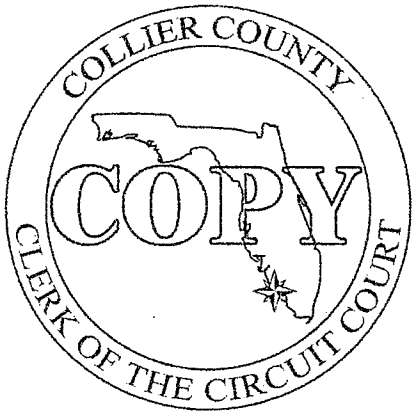
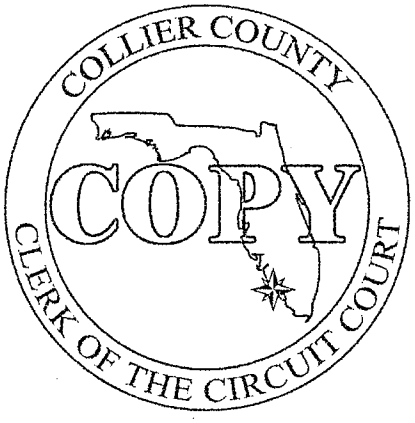
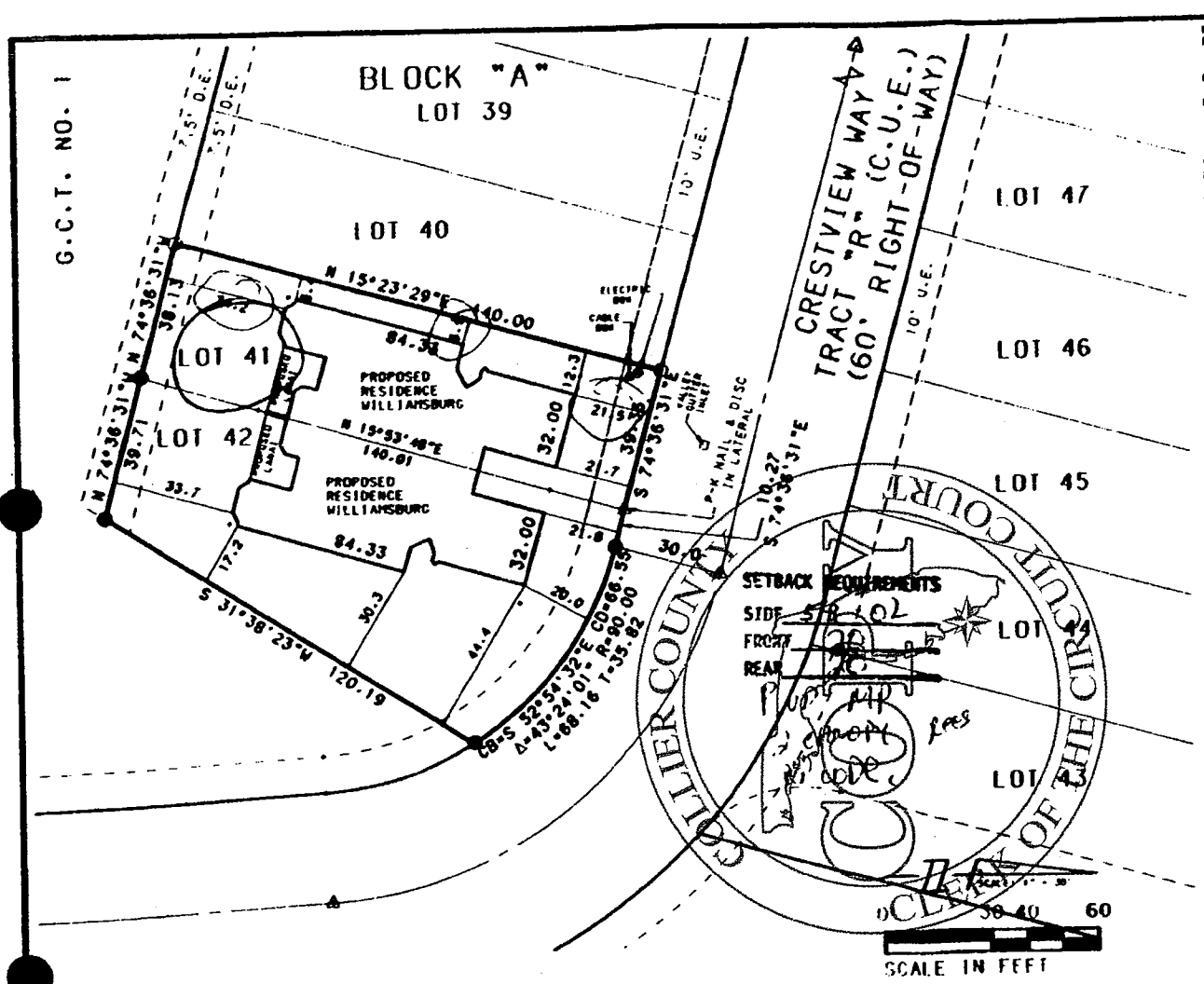


EXHIBIT B

SKETCH OF PHASE 33



OR: 2845 PG: 0640



MAP OF BOUNDARY SURVEY OF LOTS 41-42, BLOCK "A", HERITAGE GREENS, PLAT BOOK 28, PAGES 79-94, COLLIER COUNTY, FLORIDA.

PREPARED FOR: COLONIAL HOMES

FOR THE BENEFIT OF: COLONIAL HOMES

WILSONMILLER, INC.
REGISTERED ENGINEERS AND LAND SURVEYORS
3200 BAILEY LANE, SUITE 200, (941) 263 6409
NAPLES, FLORIDA 34105

BY: Thomas J. Anderson
THOMAS J. ANDERSON, PROFESSIONAL SURVEYOR AND MAPPER #LS3804

12-04-2000
DATE OF SURVEY

CERTIFICATE OF AUTHORIZATION # LB 43

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

NO OTHER PERSON OR ENTITY MAY RELY UPON THIS SURVEY.

ABSTRACT NOT REVIEWED

THIS BOUNDARY SURVEY IS ONLY FOR THE LANDS AS DESCRIBED. IT IS NOT A CERTIFICATE OF TITLE, ZONING, EASEMENTS OR FREEDOM OF ENCUMBRANCES.

GENERAL NOTES:

BEARINGS ARE BASED ON THE COMMON LINE OF SAID LOTS 41-42, BEING NORTH 15°53'48" EAST.
UNLESS A COMPARISON IS MADE, MEASURED BEARINGS AND DISTANCES ARE IDENTICAL WITH PLAT VALUES.
DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.
DIMENSIONS ALONG CURVES ARE: Δ = DELTA, L = ARC LENGTH, CD = CHORD DISTANCE, T = TANGENT, R = RADIUS, CB = CHORD BEARING
ELEVATIONS ARE BASED ON NATIONAL GEODETIC VERTICAL DATUM, 1929, (N.G.V.D.)
LINES SHOWN OUTSIDE OF THE LAND DESCRIBED ARE FOR REFERENCE USE ONLY AND WERE NOT SURVEYED.
UNDERGROUND FOOTERS, ROOF OVERHANGS AND STUCCO FINISH WERE NOT TAKEN INTO CONSIDERATION IN PREPARATION OF THIS MAP

Δ P.C.P. = PERMANENT CONTROL POINT
P.R.M. = PERMANENT REFERENCE MONUMENT
R/W = RIGHT-OF-WAY
CBS = CONCRETE BLOCK STRUCTURE
U.E. = UTILITY EASEMENT, D.E. = DRAINAGE EASEMENT
C.U.E. = COLLIER COUNTY UTILITY EASEMENT
EL. & ELEV. = ELEVATION
CL = CENTERLINE
RD. = ROAD
CONC. = CONCRETE
A/C = AIR CONDITIONER
F.P.L. = FLORIDA POWER & LIGHT
U.T.S. = UNITED TELEPHONE SERVICE
P = PLAT, M = MEASURED, C = CALCULATED, F = FIELD
● S.I.P. = SET 5/8" IRON PIN WITH CAP STAMPED LB 43 24" LONG
○ F.I.P. = FOUND IRON PIN WITH CAP STAMPED LB-43
S.C.M. = SET 4" X 4" CONCRETE MONUMENT 24" LONG STAMPED LB-43
F.C.M. = FOUND CONCRETE MONUMENT
D.H. = DRILL HOLES
Δ P.K. NAIL = PARKER KYLON NAIL
B.M. = BENCH MARK
P.C. = POINT OF CURVATURE, P.T. = POINT OF TANGENCY
PROPERTY LIES WITHIN FLOOD ZONE X PER FLOOD INSURANCE RATE MAPS COMMUNITY PANEL #120067 0215D DATED JUNE 3, 1986.

ACTIVITY	INITIALS	EMP.#	MO.	DAY	YR.
RESEARCH					
FIELD WORK/CREW CHIEF	JSM	864	12	04	00
DRAFTED	TJA	471	12	04	00
CHECKED BY:	JPM	275	12	05	00
FIELD BOOK/PAGE	L-2617, 1				

APPROVED:
Thomas J. Anderson
THOMAS J. ANDERSON, P.S.M. #LS3804

WilsonMiller, Inc.
ENGINEERS • SURVEYORS • PLANNERS • ENVIRONMENTAL CONSULTANTS
LANDSCAPE ARCHITECTS • TRANSPORTATION CONSULTANTS
Wilsonmiller Professional Center
3200 Bailey Lane at Airport Road, Suite 200
Naples, Florida 34105 (941) 649 4040 Fax (941) 643 5716

DATE: 12/00
SCALE: 1"=30'

CLIENT: COLONIAL HOMES
DESCRIPTION: MAP OF BOUNDARY SURVEY
LOTS 41-42, BLOCK "A", HERITAGE GREENS,
PLAT BOOK 28, PAGES 78 94, COLLIER COUNTY, FLORIDA

CROSS REF. FILE NO.:
PROJECT NO. & WORK ORDER NO.: WO/01-BLA 041-GCS00
SHEET NUMBER: 41 OF
FILE NO.: 2L 725

EXHIBIT C

The Declaration of Protective Covenants, Restrictions and Easements for Colonial Links Villas at Heritage Greens and Amendments thereto, if any, adding prior phases have been recorded in the Public Records of Collier County, Florida as follows:

Phase	Date	O. R. Book	Page	Number of Lots
1	3/28/01	2797	1338	2
9	3/28/01	2797	1423	2
10	5/25/01	2831	1647	2
11	5/25/01	2831	1653	2
17	5/25/01	2831	1659	2
35	6/19/01	2845	624	2
34	6/19/01	2845	630	2

COLLIER COUNTY
COPY
CLERK OF THE CIRCUIT COURT

Total Number of Lots in Colonial Links Villas Before Phase 33 is added 14

Total Number of Lots in Phase 33 2

Total Number of Lots in Colonial Links Villas after Phase 33 is added 16

2814313 OR: 2845 PG: 0630
RECORDED in OFFICIAL RECORDS of COLLIER COUNTY, FL
06/19/2001 at 01:27PM DWIGHT E. BROCK, CLERK
REC FEE 20.50
COPIES 6.00

Prepared by and
Return to:
Stephen D. McCann
2180 Immokalee Road
Suite 306
Naples, Florida 34110

Rets:
STEPHEN D MCCANN
2180 IMMOKALEE RD #306
NAPLES FL 34110

AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS, RESTRICTIONS AND EASEMENTS FOR COLONIAL LINKS AT HERITAGE GREENS TO ADD PHASE 34

THIS AMENDMENT TO THE DECLARATION OF PROTECTIVE COVENANTS, RESTRICTIONS AND EASEMENTS FOR COLONIAL LINKS VILLAS AT HERITAGE GREENS TO ADD PHASE 34 ("Amendment"), is made this 14th day of June, 2001, by COLONIAL HOMES, INC., a Florida Corporation ("Developer") as owner of the "Phase 34 Land" (as hereinafter defined).

WHEREAS, Developer has established Colonial Links Villas at Heritage Greens ("Colonial Links Villas"), according to the Declaration of Protective Covenants, Restrictions and Easements for Colonial Links Villas at Heritage Greens ("Declaration") recorded in Official Records Book 2797, Page 1338, of the Public Records of Collier County, Florida ("County"), and any amendments thereto adding prior phases, the recording information for which amendments is set forth on Exhibit C hereto; and

WHEREAS, Colonial Links Villas is a "Phase Project" as set forth in the Declaration; and

WHEREAS, the Declaration subjects to the provisions of the Declaration as the initial phase "Phase 1," and also provides for the subjecting to the provisions of the Declaration of Phases 2 through 37; and

WHEREAS, Developer desires to add Phase 34 as part of Colonial Links Villas;

NOW, THEREFORE, in consideration of the premises and covenants herein contained, Developer, as the owner in fee simple of the Phase 34 Land hereby declares:

1. The real property more particularly described in Exhibit A hereto and also described on Exhibit C to the Declaration ("Phase 34 Land") shall be owned, held, used, transferred, sold, conveyed, demised and occupied subject to the covenants, restrictions, easements, regulations, burdens and liens set forth in the Declaration and all amendments thereto, all of which shall run with Phase 34 Land and any part thereof and which shall be binding upon all parties having any right, title or interest in the Phase 34 Land or any part thereof, their heirs, successors and assigns.

2. The Phase 34 Land is added as a part of Colonial Links Villas pursuant to Paragraph 2 of the Declaration.

3. The effect of this Amendment shall be that Phase 34, together with other phases included in Colonial Links Villas pursuant to the Declaration or an amendment thereto, shall be, and the same shall constitute, Colonial Links Villas.

4. This Amendment shall become effective upon recording amongst the Public Records of the County.

COLLIER COUNTY CLERK OF THE CIRCUIT COURT

IN WITNESS WHEREOF, Developer has hereunto set its hand and official seal on the date set forth below.

WITNESSES:

DEVELOPER:

COLONIAL HOMES, INC., a Florida Corporation

By: _____
Tony Persichilli,
Division President

Dated: 6/11/01

(CORPORATE SEAL)

_____
Please Print Name

_____
Please Print Name

COLLIER COUNTY
COPY
CLERK OF THE CIRCUIT COURT

STATE OF FLORIDA
SS:
COUNTY OF Lee

I HEREBY CERTIFY that on this day, personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, Tony Persichilli, as Division President of COLONIAL HOMES, INC., to me well known to be the person described in and who executed the foregoing instrument, and acknowledged before me that he executed same freely and voluntarily on behalf of said corporation for the purposes therein expressed. He is personally known to me or produced _____ as identification.

IN WITNESS WHEREOF, I hereunto set my hand and official seal in the County and State aforesaid this 11th day of June, 2001

Notary Public

Laune Souse
My Commission CC757293
Expires July 7, 2002

SEAL

State of Florida at Large

My Commission Expires: 7/7/02

EXHIBIT A

LEGAL DESCRIPTION

OF

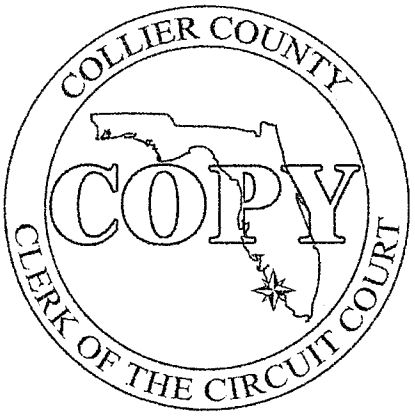
PHASE 34 LAND

Lots 39 and 40, Block A of Heritage Greens, according to the Plat thereof recorded in Plat Book 28, Pages 78-94, of the Public Records of Collier County, Florida.

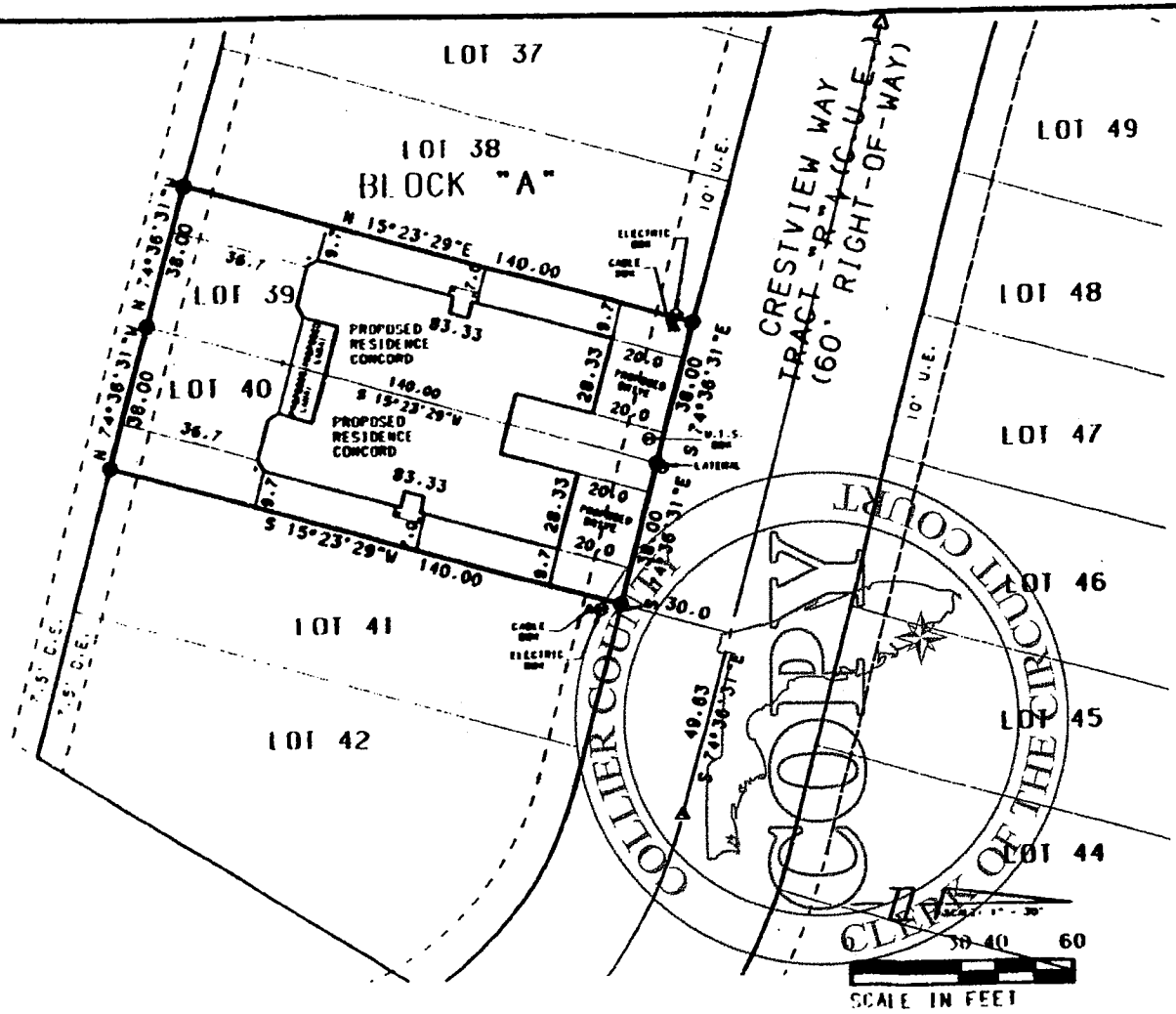
COLLIER COUNTY
COPY
CLERK OF THE CIRCUIT COURT

EXHIBIT B

SKETCH OF PHASE 3A



OR: 2845 PG: 0634



MAP OF BOUNDARY SURVEY OF LOTS 39-40, BLOCK "A", HERITAGE GREENS, PLAT BOOK 28, PAGES 79-94, COLLIER COUNTY, FLORIDA.

PREPARED FOR: COLONIAL HOMES

FOR THE BENEFIT OF: COLONIAL HOMES

WILSONMILLER, INC.
REGISTERED ENGINEERS AND LAND SURVEYORS
3200 BAILEY LANE, SUITE 200, (941) 263 6400
NAPLES, FLORIDA 34105

BY: Thomas J. Anderson
THOMAS J. ANDERSON, PROFESSIONAL SURVEYOR AND MAPPER #4753

12-01-2000
DATE OF SURVEY

CERTIFICATE OF AUTHORIZATION # LB 43

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

NO OTHER PERSON OR ENTITY MAY RELY UPON THIS SURVEY

ABSTRACT NOT REVIEWED

THIS BOUNDARY SURVEY IS ONLY FOR THE LANDS AS DESCRIBED. IT IS NOT A CERTIFICATE OF TITLE, ZONING, EASEMENTS OR FREEDOM OF ENCUMBRANCES

GENERAL NOTES:

BEARINGS ARE BASED ON THE CENTER LINE OF SAID LOTS 39-40. BEING NORTH 15°23'29" EAST.
UNLESS A COMPARISON IS MADE, MEASURED BEARINGS AND DISTANCES ARE IDENTICAL WITH PLAT VALUES.
DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.
DIMENSIONS ALONG CURVES ARE: Δ = DELTA, L = ARC LENGTH, CD = CHORD DISTANCE, T = TANGENT, R = RADIUS, CB = CHORD BEARING
ELEVATIONS ARE BASED ON NATIONAL GEODETIC VERTICAL DATUM, 1929, (N.G.V.D.)
LINES SHOWN OUTSIDE OF THE LAND DESCRIBED ARE FOR REFERENCE USE ONLY AND WERE NOT SURVEYED.
UNDERGROUND FOOTERS, ROOF OVERHANGS AND STUCCO FINISH WERE NOT TAKEN INTO CONSIDERATION IN PREPARATION OF THIS MAP.

Δ P.C.P. = PERMANENT CONTROL POINT
P.R.M. = PERMANENT REFERENCE MONUMENT
R/W = RIGHT-OF-WAY
CBS = CONCRETE BLOCK STRUCTURE
U.E. = UTILITY EASEMENT, D.E. = DRAINAGE EASEMENT
C.U.E. = COLLIER COUNTY UTILITY EASEMENT
EL. & ELEV. = ELEVATION
CL = CENTERLINE
RD. = ROAD
CONC. = CONCRETE
A/C = AIR CONDITIONER
F.P.L. = FLORIDA POWER & LIGHT
U.T.S. = UNITED TELEPHONE SERVICE
P = PLAT, M = MEASURED, C = CALCULATED, F = FIELD
● S.I.P. = SET 5/8" IRON PIN WITH CAP STAMPED LB-43 24" LONG
F.I.P. = FOUND IRON PIN WITH CAP STAMPED LB-43
S.C.M. = SET 4" X 4" CONCRETE MONUMENT 24" LONG STAMPED LB 43
F.C.M. = FOUND CONCRETE MONUMENT
D.H. = DRILL HOLES
Δ P.K. NAIL = PARKER KYLON NAIL
B.M. = BENCH MARK
P.C. = POINT OF CURVATURE, P.T. = POINT OF TANGENCY
PROPERTY LIES WITHIN FLOOD ZONE X PER FLOOD INSURANCE RATE MAPS COMMUNITY PANEL #120067 0215D DATED JUNE 3, 1987.

ACTIVITY	INITIALS	MP #	MO	DAY	YR
RESEARCH					
FIELD WORK PERFORMED	JSM	864	12	01	00
DRAFTED	LJA	471	12	04	00
CHECKED BY:	JPM	275	12	05	00
FIELD BOOK, PAGE	L 2588, 79				

APPROVED: Thomas J. Anderson
THOMAS J. ANDERSON, P.S.M. #4753004

WilsonMiller, Inc.
ENGINEERS • SURVEYORS • PLANNERS • ENVIRONMENTAL CONSULTANTS & TAMPA/APE ARCHITECTS • TRANSPORTATION CONSULTANTS
Wilson Professional Center
3200 Bailey Lane at Airport Road, Suite 200
Naples, Florida 34105 (941) 649 4040 Fax (941) 643 5716

DATE: 12/00
SCALE: 1"=30'

CLIENT: COLONIAL HOMES
DESCRIPTION: MAP OF BOUNDARY SURVEY
LOTS 39-40, BLOCK "A", HERITAGE GREENS, PLAT BOOK 28, PAGES 79-94, COLLIER COUNTY, FLORIDA

JOB/PROJECT NO. 0701 BLA-039-GCS00 | SHEET NUMBER 39 OF | FILE NO. 2L-725

(P) PLOT PLAN/SURV LOTS 39 40 BLK "A". 471(0.364)MP: 0701 1039 04 Dc. 00 03:18 PM

EXHIBIT C

The Declaration of Protective Covenants, Restrictions and Easements for Colonial Links Villas at Heritage Greens and Amendments thereto, if any, adding prior phases have been recorded in the Public Records of Collier County, Florida as follows:

Phase	Date	O. R. Book	Page	Number of Lots
1	3/28/01	2797	1338	2
9	3/28/01	2797	1423	2
10	5/25/01	2831	1647	2
11	5/25/01	2831	1653	2
17	5/25/01	2831	1659	2
35	6/19/01	2845	624	2

COLLIER COUNTY
COPY
CLERK OF THE CIRCUIT COURT

Total Number of Lots in Colonial Links Villas Before Phase 34 is added 12

Total Number of Lots in Phase 34 2

Total Number of Lots in Colonial Links Villas after Phase 34 is added 14

2814312 OR: 2845 PG: 0624
RECORDED in OFFICIAL RECORDS of COLLIER COUNTY, FL
06/19/2001 at 01:27PM DWIGHT B. BROCK, CLERK
REC FEE 20.50
COPIES 6.00

Prepared by and
Return to:
Stephen D. McCann
2180 Immokalee Road
Suite 306
Naples, Florida 34110

Rets:
STEPHEN D MCCANN
2180 IMMOKALEE RD #306
NAPLES FL 34110

AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS, RESTRICTIONS AND EASEMENTS FOR COLONIAL LINKS AT HERITAGE GREENS TO ADD PHASE 35

THIS AMENDMENT TO THE DECLARATION OF PROTECTIVE COVENANTS, RESTRICTIONS AND EASEMENTS FOR COLONIAL LINKS VILLAS AT HERITAGE GREENS TO ADD PHASE 35 ("Amendment"), is made this 14th day of June, 2001, by COLONIAL HOMES, INC., a Florida Corporation ("Developer") as owner of the "Phase 35 Land" (as hereinafter defined).

WHEREAS, Developer has established Colonial Links Villas at Heritage Greens ("Colonial Links Villas"), according to the Declaration of Protective Covenants, Restrictions and Easements for Colonial Links Villas at Heritage Greens ("Declaration") recorded in Official Records Book 2797, Page 1338, of the Public Records of Collier County, Florida ("County"), and any amendments thereto adding prior phases, the recording information for which amendments is set forth on Exhibit C hereto; and

WHEREAS, Colonial Links Villas is a "Phase Project" as set forth in the Declaration; and

WHEREAS, the Declaration subjects to the provisions of the Declaration as the initial phase "Phase 1" and also provides for the subjecting to the provisions of the Declaration of Phases 2 through 37; and

WHEREAS, Developer desires to add Phase 35 as part of Colonial Links Villas;

NOW, THEREFORE, in consideration of the premises and covenants herein contained, Developer, as the owner in fee simple of the Phase 35 Land hereby declares:

1. The real property more particularly described in Exhibit A hereto and also described on Exhibit C to the Declaration ("Phase 35 Land") shall be owned, held, used, transferred, sold, conveyed, demised and occupied subject to the covenants, restrictions, easements, regulations, burdens and liens set forth in the Declaration and all amendments thereto, all of which shall run with Phase 35 Land and any part thereof and which shall be binding upon all parties having any right, title or interest in the Phase 35 Land or any part thereof, their heirs, successors and assigns.

2. The Phase 35 Land is added as a part of Colonial Links Villas pursuant to Paragraph 2 of the Declaration.

3. The effect of this Amendment shall be that Phase 35, together with other phases included in Colonial Links Villas pursuant to the Declaration or an amendment thereto, shall be, and the same shall constitute, Colonial Links Villas.

4. This Amendment shall become effective upon recording amongst the Public Records of the County.

IN WITNESS WHEREOF, Developer has hereunto set its hand and official seal on the date set forth below.

WITNESSES:

DEVELOPER:

COLONIAL HOMES, INC., a Florida Corporation

By: _____
Tony Persichilli,
Division President

Dated: 6/11/01

(CORPORATE SEAL)

M. Hahne
M. Hahne
Please Print Name

Tracy Hill
Tracey Hill
Please Print Name

COLLIER COUNTY
COPY
CLERK OF CIRCUIT COURT

STATE OF FLORIDA
SS:
COUNTY OF Lee

I HEREBY CERTIFY that on this day, personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, Tony Persichilli, as Division President of COLONIAL HOMES, INC., to me well known to be the person described in and who executed the foregoing instrument, and acknowledged before me that he executed same freely and voluntarily on behalf of said corporation for the purposes therein expressed. He is personally known to me or produced _____ as identification.

IN WITNESS WHEREOF, I hereunto set my hand and official seal in the County and State aforesaid this 11th day of June, 2001

Laurie Souss
Notary Public

Laurie Souss
My Commission CC757293
Expires July 7, 2002

SEAL

State of Florida at Large

My Commission Expires: 7/7/02

EXHIBIT A

LEGAL DESCRIPTION

OF

PHASE 35 LAND

Lots 37 and 38, Block A of Heritage Greens, according to the Plat thereof recorded in Plat Book 28, Pages 78-94, of the Public Records of Collier County, Florida.

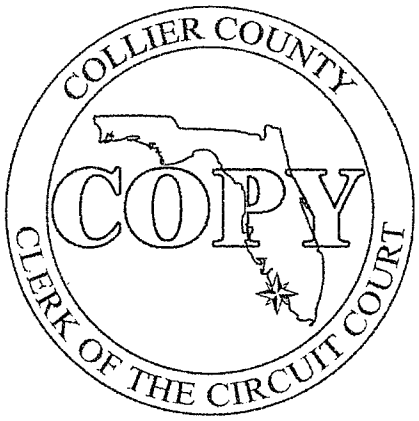
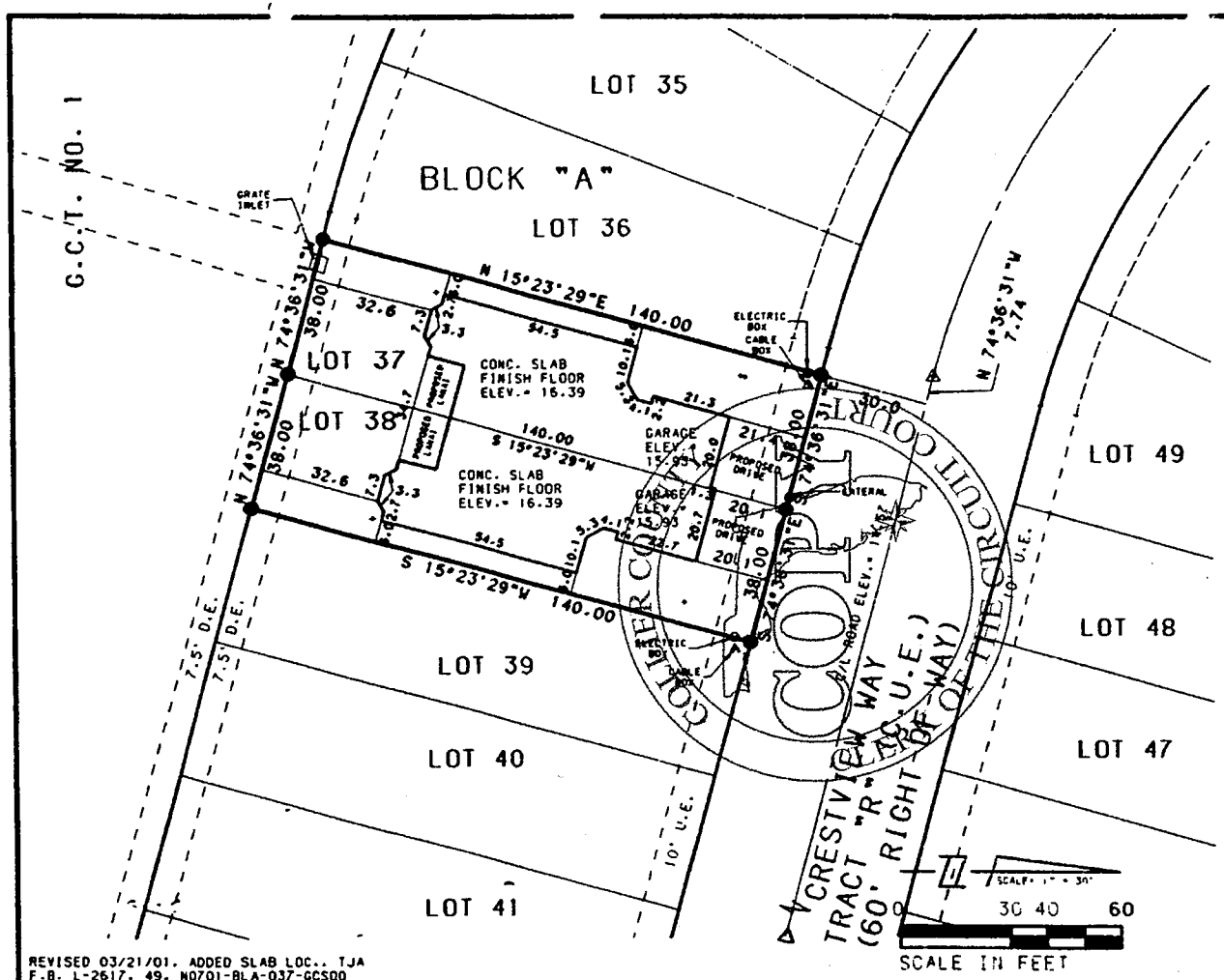


EXHIBIT B

SKETCH OF PHASE 35

COLLIER COUNTY
COPY
CLERK OF THE CIRCUIT COURT

OR: 2845 PG: 0628



MAP OF BOUNDARY SURVEY OF LOTS 37-38, BLOCK "A", HERITAGE GREENS, PLAT BOOK 28, PAGES 79-94, COLLIER COUNTY, FLORIDA.

PREPARED FOR: COLONIAL HOMES

FOR THE BENEFIT OF: COLONIAL HOMES

WILSONMILLER, INC.
REGISTERED ENGINEERS AND LAND SURVEYORS
3200 BAILEY LANE, SUITE 200 (941) 263-6408
NAPLES, FLORIDA 34105

BY: Thomas J. Anderson
THOMAS J. ANDERSON, PROFESSIONAL SURVEYOR AND MAPPER #LS5264

12-01-2000
DATE OF SURVEY

CERTIFICATE OF AUTHORIZATION # LB-43

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

NO OTHER PERSON OR ENTITY MAY RELY UPON THIS SURVEY.

ABSTRACT NOT REVIEWED

THIS BOUNDARY SURVEY IS ONLY FOR THE LANDS AS DESCRIBED. IT IS NOT A CERTIFICATE OF TITLE, ZONING, EASEMENTS OR FREEDOM OF ENCUMBRANCES.

GENERAL NOTES:

BEARINGS ARE BASED ON THE COMMON LINE OF SAID LOTS 37-38. BEING NO1RM 15°23'29" EAST.
UNLESS A COMPARISON IS MADE, MEASURED BEARINGS AND DISTANCES ARE IDENTICAL WITH PLAT VALUES.
DIMENSIONS ARE IN FEET ' AND DECIMALS - THEREOF.
DIMENSIONS ALONG CURVES ARE: Δ = DELTA, L = ARC LENGTH, CD = CHORD DISTANCE, T = TANGENT, R = RADIUS, CB = CHORD BEARING
ELEVATIONS ARE BASED ON NATIONAL GEODETIC VERTICAL DATUM, 1929, (N.G.V.D.)
LINES SHOWN OUTSIDE OF THE LAND DESCRIBED ARE FOR REFERENCE USE ONLY AND WERE NOT SURVEYED.
UNDERGROUND FOOTERS, ROOF OVERHANGS AND STUCCO FINISH WERE NOT TAKEN INTO CONSIDERATION IN PREPARATION OF THIS MAP.
△P.C.P. = PERMANENT CONTROL POINT
P.R.M. = PERMANENT REFERENCE MONUMENT
R/W = RIGHT-OF-WAY
CBS = CONCRETE BLOCK STRUCTURE
U.E. = UTILITY EASEMENT, D.E. = DRAINAGE EASEMENT
C.U.E. = COLLIER COUNTY UTILITY EASEMENT
EL. & ELEV. = ELEVATION
CL = CENTERLINE
RD. = ROAD
CONC. = CONCRETE
A/C = AIR CONDITIONER
F.P.L. = FLORIDA POWER & LIGHT
U.T.S. = UNITED TELEPHONE SERVICE
P = PLAT, M = MEASURED, C = CALCULATED, F = FIELD
● S.I.P. = SET 5/8" IRON PIN WITH CAP STAMPED LB-43 24" LONG
F.I.P. = FOUND IRON PIN WITH CAP STAMPED LB-43
S.C.M. = SET 4" X 4" CONCRETE MONUMENT 24" LONG STAMPED LB-43
F.C.M. = FOUND CONCRETE MONUMENT
D.H. = DRILL HOLES
△P.K. NAIL = PARKER KYLON NAIL
B.M. = BENCH MARK
P.C. = POINT OF CURVATURE, P.T. = POINT OF TANGENCY
PROPERTY LIES WITHIN FLOOD ZONE X PER FLOOD INSURANCE RATE MAPS COMMUNITY PANEL #120067 0215D DATED JUNE 3, 1986.

REVISED 03/21/01, ADDED SLAB LOC., TJA
F.B. L-2617, 49, N0701-BLA-037-GCS00

ACTIVITY	INITIALS	EMP.#	MO.	DAY	YR.
RESEARCH					
FIELD WORK/CREW CHIEF	JSM	864	12	01	00
DRAFTED	TJA	471	12	04	00
CHECKED BY:	JPM	275	12	05	00
FIELD BOOK/PAGE	L-2588, 79				

APPROVED:
Thomas J. Anderson
THOMAS J. ANDERSON, P.S.M. #LS5264

WilsonMiller, Inc.
ENGINEERS • SURVEYORS • PLANNERS • ENVIRONMENTAL CONSULTANTS
LANDSCAPE ARCHITECTS • TRANSPORTATION CONSULTANTS
Wilson Professional Center
3200 Bailey Lane at Airport Road, Suite 200
Naples, Florida 34105 (941) 649-4040 Fax (941) 643-5716

DATE: 12/00
SCALE: 1"=30'
CLIENT: COLONIAL HOMES
DESCRIPTION: MAP OF BOUNDARY SURVEY
LOTS 37-38, BLOCK "A", HERITAGE GREENS, PLAT BOOK 28, PAGES 79-94, COLLIER COUNTY, FLORIDA
PROJECT NO. & WORK ORDER NO.: N0701-BLA-037-GCS00
SHEET NUMBER: 37 OF ___
FILE NO.: 2L-725

[P] PLOT PLAN/SURV LOTS 37-38 BLK "A" - 27.00,36[4]PF: 0701 103" 21-Mar-01 11:55 AM / 0701-4[1]

EXHIBIT C

The Declaration of Protective Covenants, Restrictions and Easements for Colonial Links Villas at Heritage Greens and Amendments thereto, if any, adding prior phases have been recorded in the Public Records of Collier County, Florida as follows:

Phase	Date	O. R. Book	Page	Number of Lots
1	3/28/01	2797	1338	2
9	3/28/01	2797	1423	2
10	5/25/01	2831	1647	2
11	5/25/01	2831	1653	2
17	5/25/01	2831	1659	2

COLLIER COUNTY
COPY
CLERK OF THE CIRCUIT COURT

Total Number of Lots in Colonial Links Villas Before Phase 35 is added 10

Total Number of Lots in Phase 35 2

Total Number of Lots in Colonial Links Villas after Phase 35 is added 12

2860193 OR: 2895 PG: 2888
RECORDED in OFFICIAL RECORDS of COLLIER COUNTY, FL
09/20/2001 at 02:30PM DWIGHT B. BROCK, CLERK
REC FEE 28.50
COPIES 6.00

Prepared by and
Return to:
Stephen D. McCann
2180 Immokalee Road
Suite 306
Naples, Florida 34110

Retn:
STEPHEN D MCCANN
2180 IMMOKALEE RD #306
NAPLES FL 34110

AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS, RESTRICTIONS AND EASEMENTS FOR COLONIAL LINKS AT HERITAGE GREENS TO ADD PHASE 36

THIS AMENDMENT TO THE DECLARATION OF PROTECTIVE COVENANTS, RESTRICTIONS AND EASEMENTS FOR COLONIAL LINKS VILLAS AT HERITAGE GREENS TO ADD PHASE 36 ("Amendment"), is made this 17th day of September, 2001, by COLONIAL HOMES, INC., a Florida Corporation ("Developer") as owner of the "Phase 36 Land" (as hereinafter defined).

WHEREAS, Developer has established Colonial Links Villas at Heritage Greens ("Colonial Links Villas"), according to the Declaration of Protective Covenants, Restrictions and Easements for Colonial Links Villas at Heritage Greens ("Declaration") recorded in Official Records Book 2797, Page 1338, of the Public Records of Collier County, Florida ("County"), and any amendments thereto adding prior phases, the recording information for which amendments is set forth on Exhibit C hereto; and

WHEREAS, Colonial Links Villas is a "Phase Project" as set forth in the Declaration; and

WHEREAS, the Declaration subjects to the provisions of the Declaration as the initial phase "Phase 1" and also provides for the subjecting to the provisions of the Declaration of Phases 2 through 37; and

WHEREAS, Developer desires to add Phase 36 as part of Colonial Links Villas;

NOW, THEREFORE, in consideration of the premises and covenants herein contained, Developer, as the owner in fee simple of the Phase 36 Land hereby declares:

1. The real property more particularly described in Exhibit A hereto and also described on Exhibit C to the Declaration ("Phase 36 Land") shall be owned, held, used, transferred, sold, conveyed, demised and occupied subject to the covenants, restrictions, easements, regulations, burdens and liens set forth in the Declaration and all amendments thereto, all of which shall run with Phase 36 Land and any part thereof and which shall be binding upon all parties having any right, title or interest in the Phase 36 Land or any part thereof, their heirs, successors and assigns.

2. The Phase 36 Land is added as a part of Colonial Links Villas pursuant to Paragraph 2 of the Declaration.

3. The effect of this Amendment shall be that Phase 36, together with other phases included in Colonial Links Villas pursuant to the Declaration or an amendment thereto, shall be, and the same shall constitute, Colonial Links Villas.

4. This Amendment shall become effective upon recording amongst the Public Records of the County.

IN WITNESS WHEREOF, Developer has hereunto set its hand and official seal on the date set forth below.

WITNESSES:

DEVELOPER:

COLONIAL HOMES, INC., a Florida Corporation

By: _____
Tony Persichilli,
Senior Vice President

Dated: 9-17-01

Christine F. Moss
Please Print Name

M. Halmes
Please Print Name

(CORPORATE SEAL)

COLONIAL HOMES, INC. CORPORATE SEAL

COLLIER COUNTY
COPY
CLERK OF THE CIRCUIT COURT

STATE OF FLORIDA
SS:
COUNTY OF Lee

I HEREBY CERTIFY that on this day, personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, Tony Persichilli, as Senior Vice President of COLONIAL HOMES, INC., to me well known to be the person described in and who executed the foregoing instrument, and acknowledged before me that he executed same freely and voluntarily on behalf of said corporation for the purposes therein expressed. He is personally known to me or produced _____ as identification.

IN WITNESS WHEREOF, I hereunto set my hand and official seal in the County and State aforesaid this 17th day of September, 2001

Peggy Freshour
Notary Public

SEAL

State of Florida at Large

My Commission Expires:

PEGGY FRESHOUR
MY COMMISSION # CC 918869
EXPIRES March 7, 2004
Bonded Thru Notary Public Underwriters

EXHIBIT A

LEGAL DESCRIPTION

OF

PHASE 36 LAND

Lots 35 and 36, Block A of Heritage Greens, according to the Plat thereof recorded in Plat Book 28, Pages 78-94, of the Public Records of Collier County, Florida.

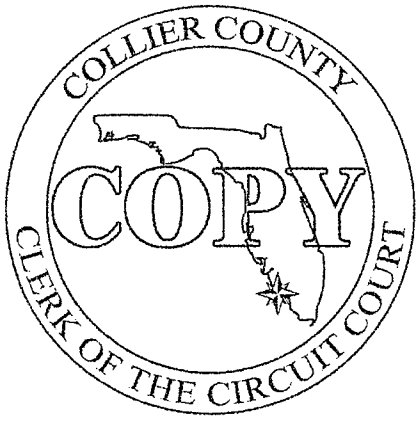
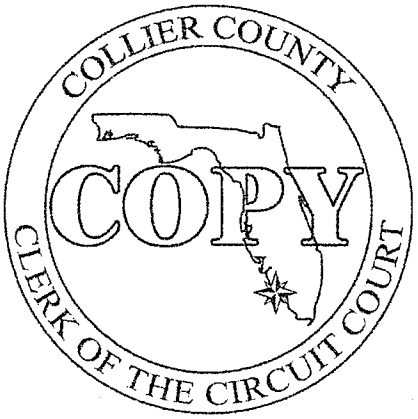
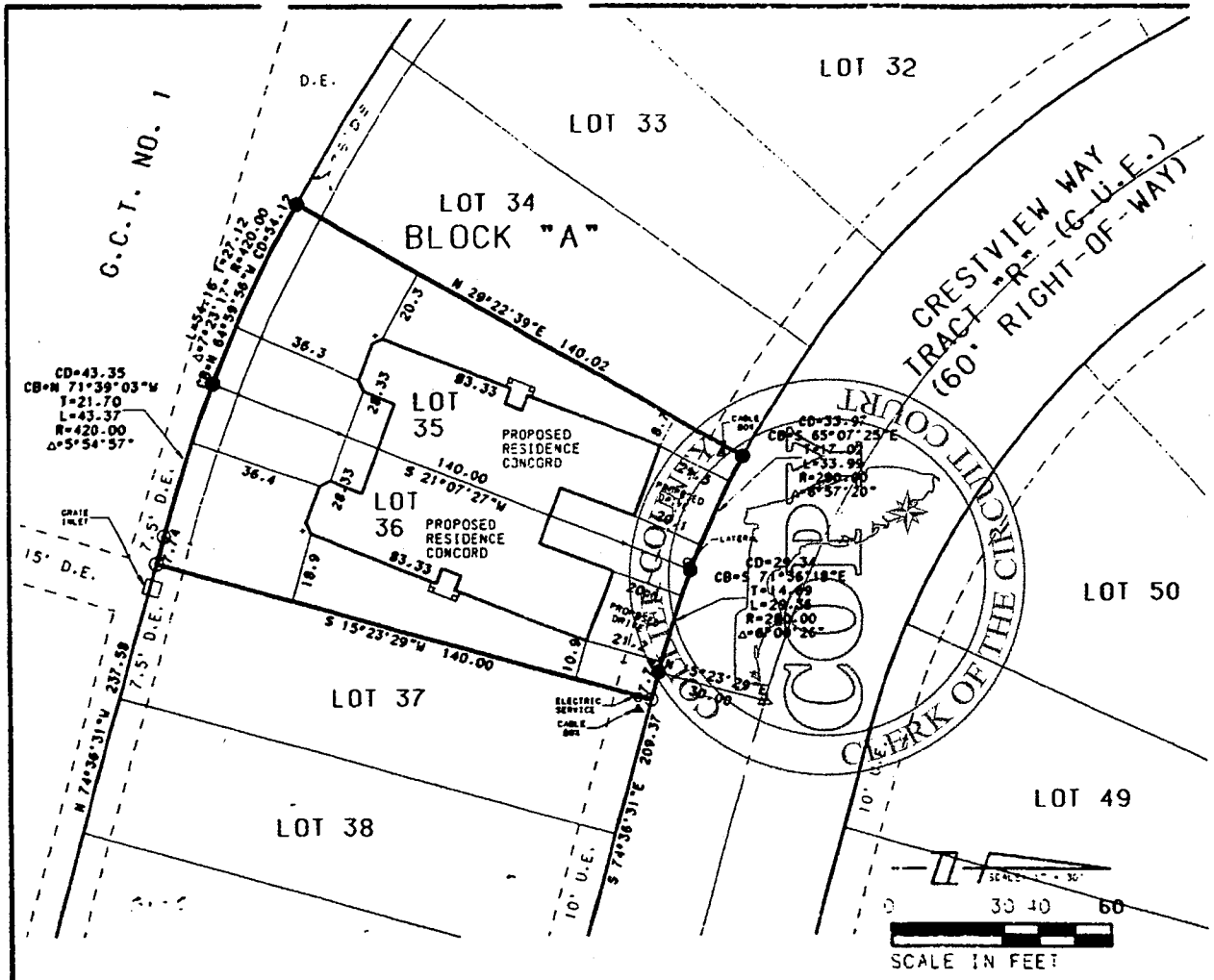


EXHIBIT B

SKETCH OF PHASE 36



OR: 2895 PG: 2892



MAP OF BOUNDARY SURVEY OF LOTS 35 & 36, BLOCK "A", HERITAGE GREENS, PLAT BOOK 28, PAGES 79-94, COLLIER COUNTY, FLORIDA.

PREPARED FOR: COLONIAL HOMES

FOR THE BENEFIT OF: COLONIAL HOMES

WILSONMILLER, INC.
REGISTERED ENGINEERS AND LAND SURVEYORS
3200 BAILEY LANE, SUITE 200, (941) 263-6408
NAPLES, FLORIDA 34105

BY: John P. Maloney
JOHN P. MALONEY, PROFESSIONAL SURVEYOR AND MAPPER #LS4493

3.15.2001
DATE OF SURVEY

CERTIFICATE OF AUTHORIZATION #LB-43

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

NO OTHER PERSON OR ENTITY MAY RELY UPON THIS SURVEY.

ABSTRACT NOT REVIEWED

THIS BOUNDARY SURVEY IS ONLY FOR THE LANDS AS DESCRIBED. IT IS NOT A CERTIFICATE OF TITLE, ZONING, EASEMENTS OR FREEDOM OF ENCUMBRANCES.

GENERAL NOTES:

BEARINGS ARE BASED ON THE COMMON LINE OF SAID LOTS 35 & 36. BEING NORTH 21°07'27" EAST.
UNLESS A COMPARISON IS MADE, MEASURED BEARINGS AND DISTANCES ARE IDENTICAL WITH PLAT VALUES.
DIMENSIONS ARE IN FEET ' AND DECIMALS . THEREOF.
DIMENSIONS ALONG CURVES ARE: Δ = DELTA, L = ARC LENGTH, CD = CHORD DISTANCE, T = TANGENT, R = RADIUS, CB = CHORD BEARING
ELEVATIONS ARE BASED ON NATIONAL GEODETIC VERTICAL DATUM, 1929, (N.G.V.D.)
LINES SHOWN OUTSIDE OF THE LAND DESCRIBED ARE FOR REFERENCE USE ONLY AND WERE NOT SURVEYED.
UNDERGROUND FOOTERS, ROOF OVERHANGS AND STUCCO FINISH WERE NOT TAKEN INTO CONSIDERATION IN PREPARATION OF THIS MAP.

△P.C.P. = PERMANENT CONTROL POINT
P.R.M. = PERMANENT REFERENCE MONUMENT
R/W = RIGHT-OF-WAY
CBS = CONCRETE BLOCK STRUCTURE
U.E. = UTILITY EASEMENT, D.E. = DRAINAGE EASEMENT
C.U.E. = COLLIER COUNTY UTILITY EASEMENT
EL. & ELEV. = ELEVATION
CL = CENTERLINE
RD. = ROAD
CONC. = CONCRETE
A/C = AIR CONDITIONER
F.P.L. = FLORIDA POWER & LIGHT
U.T.S. = UNITED TELEPHONE SERVICE
P = PLAT, M = MEASURED, C = CALCULATED, F = FIELD
S.I.P. = SET 5/8" IRON PIN WITH CAP STAMPED LB-43 24" LONG
F.I.P. = FOUND IRON PIN WITH CAP STAMPED LB-43
S.C.M. = SET 4" x 4" CONCRETE MONUMENT 24" LONG STAMPED LB-43
F.C.M. = FOUND CONCRETE MONUMENT
D.H. = DRILL HOLES
P.K. NAIL = PARKER KYLON NAIL
B.M. = BENCH MARK
P.C. = POINT OF CURVATURE, P.T. = POINT OF TANGENCY
PROPERTY LIES WITHIN FLOOD ZONE X PER FLOOD INSURANCE RATE MAPS COMMUNITY PANEL #120067 0215D DATED JUNE 3, 1986.

52-09035

ACTIVITY	INITIALS	EMP.#	MO.	DAY	YR.
RESEARCH					
FIELD WORK/CREW CHIEF	GDB	368	03	15	01
DRAFTED	WAG	831	03	21	01
CHECKED BY:	JPM	275	03	21	01
FIELD BOOK/PAGE	L-2617, 44				

APPROVED:
JOHN P. MALONEY, P.S.M. #LS4493

WilsonMiller, Inc.
ENGINEERS • SURVEYORS • PLANNERS • ENVIRONMENTAL CONSULTANTS & LANDSCAPE ARCHITECTS • TRANSPORTATION CONSULTANTS
Wilson Professional Center
3200 Bailey Lane at Airport Road, Suite 200
Naples, Florida 34105 (941) 649-4040 Fax (941) 643-5716

DATE: 03/01
SCALE: 1"=30'

CLIENT: COLONIAL HOMES
DESCRIPTION: MAP OF BOUNDARY SURVEY
LOTS 35 & 36, BLOCK "A", HERITAGE GREENS, PLAT BOOK 28, PAGES 79-94, COLLIER COUNTY, FLORIDA

CROSS REF. FILE NO.: | PROJECT NO. & WORK ORDER NO.: 0701-BLA-035-GCS00 | SHEET NUMBER: 35 OF | FILE NO.: 2L-725

[P] PLOT PLAN-SURV LOTS 35-36 BL "A". - 931[D.3643PF] 0701 1035 21-Mar-01 08:55 AM / 07-31-931

EXHIBIT C

The Declaration of Protective Covenants, Restrictions and Easements for Colonial Links Villas at Heritage Greens and Amendments thereto, if any, adding prior phases have been recorded in the Public Records of Collier County, Florida as follows:

Phase	Date	O. R. Book	Page	Number of Lots
1	3/28/01	2797	1338	2
9	3/28/01	2797	1423	2
10	5/25/01	2831	1647	2
11	5/25/01	2831	1653	2
17	5/25/01	2831	1659	2
35	6/19/01	2845	624	2
34	6/19/01	2845	630	2
33	6/19/01	2845	636	2
6	6/19/01	2845	642	2
4	9/20/01	2895	2876	2
37	9/20/01	2895	2882	2

COLLIER COUNTY
COPY
CLERK OF THE CIRCUIT COURT

Total Number of Lots in Colonial Links Villas Before Phase 36 is added 22

Total Number of Lots in Phase 36 2

Total Number of Lots in Colonial Links Villas after Phase 36 is added 24

2860192 OR: 2895 PG: 2882
RECORDED in OFFICIAL RECORDS of COLLIER COUNTY, FL
09/20/2001 at 02:38PM DWIGHT E. BROCK, CLERK
REC FEE 28.50
COPIES 6.00

Prepared by and
Return to:
Stephen D. McCann
2180 Immokalee Road
Suite 306
Naples, Florida 34110

Retn:
STEPHEN D MCCANN
2180 IMMOKALEE RD #306
NAPLES FL 34110

AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS, RESTRICTIONS AND EASEMENTS FOR COLONIAL LINKS AT HERITAGE GREENS TO ADD PHASE 37

THIS AMENDMENT TO THE DECLARATION OF PROTECTIVE COVENANTS, RESTRICTIONS AND EASEMENTS FOR COLONIAL LINKS VILLAS AT HERITAGE GREENS TO ADD PHASE 37 ("Amendment"), is made this 17th day of September, 2001, by COLONIAL HOMES, INC., a Florida Corporation ("Developer") as owner of the "Phase 37 Land" (as hereinafter defined).

WHEREAS, Developer has established Colonial Links Villas at Heritage Greens ("Colonial Links Villas"), according to the Declaration of Protective Covenants, Restrictions and Easements for Colonial Links Villas at Heritage Greens ("Declaration") recorded in Official Records Book 2797, Page 1338, of the Public Records of Collier County, Florida ("County"), and any amendments thereto adding prior phases, the recording information for which amendments is set forth on Exhibit C hereto; and

WHEREAS, Colonial Links Villas is a "Phase Project" as set forth in the Declaration; and

WHEREAS, the Declaration subjects to the provisions of the Declaration as the initial phase "Phase 1," and also provides for the subjecting to the provisions of the Declaration of Phases 2 through 37; and

WHEREAS, Developer desires to add Phase 37 as part of Colonial Links Villas;

NOW, THEREFORE, in consideration of the premises and covenants herein contained, Developer, as the owner in fee simple of the Phase 37 Land hereby declares:

1. The real property more particularly described in Exhibit A hereto and also described on Exhibit C to the Declaration ("Phase 37 Land") shall be owned, held, used, transferred, sold, conveyed, demised and occupied subject to the covenants, restrictions, easements, regulations, burdens and liens set forth in the Declaration and all amendments thereto, all of which shall run with Phase 37 Land and any part thereof and which shall be binding upon all parties having any right, title or interest in the Phase 37 Land or any part thereof, their heirs, successors and assigns.

2. The Phase 37 Land is added as a part of Colonial Links Villas pursuant to Paragraph 2 of the Declaration.

3. The effect of this Amendment shall be that Phase 37, together with other phases included in Colonial Links Villas pursuant to the Declaration or an amendment thereto, shall be, and the same shall constitute, Colonial Links Villas.

4. This Amendment shall become effective upon recording amongst the Public Records of the County.

COLLIER COUNTY CLERK OF THE CIRCUIT COURT

IN WITNESS WHEREOF, Developer has hereunto set its hand and official seal on the date set forth below.

WITNESSES:

DEVELOPER:

COLONIAL HOMES, INC., a Florida Corporation

By: _____
Tony Persichilli,
Senior Vice President

Dated: 9-17-01

Christine J Mass
Christine J Mass
Please Print Name

M. Hawkins
M. Hawkins
Please Print Name

(CORPORATE SEAL)

COLONIAL HOMES, INC. CORPORATE SEAL

COLLIER COUNTY
FLORIDA
COPY
CLERK OF COURT

STATE OF FLORIDA
COUNTY OF Lee

I HEREBY CERTIFY that on this day, personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, Tony Persichilli, as Senior Vice President of COLONIAL HOMES, INC., to me well known to be the person described in and who executed the foregoing instrument, and acknowledged before me that he executed same freely and voluntarily on behalf of said corporation for the purposes therein expressed. He is personally known to me or produced _____ _____ as identification.

IN WITNESS WHEREOF, I hereunto set my hand and official seal in the County and State aforesaid this 17th day of September, 2001

Peggy Freshour
Notary Public

SEAL

State of Florida at Large

My Commission Expires:

PEGGY FRESHOUR
MY COMMISSION # CC 916869
EXPIRES: March 7, 2004
Bonded Thru Notary Public Underwriters

EXHIBIT A

LEGAL DESCRIPTION

OF

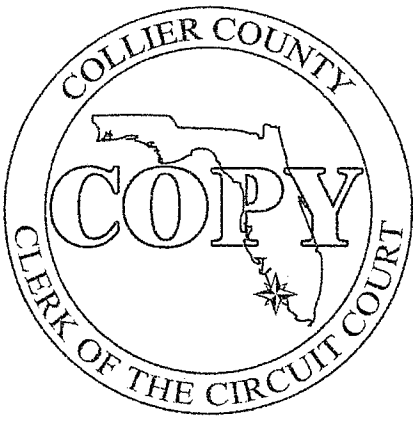
PHASE 37 LAND

Lots 33 and 34, Block A of Heritage Greens, according to the Plat thereof recorded in Plat Book 28, Pages 78-94, of the Public Records of Collier County, Florida.

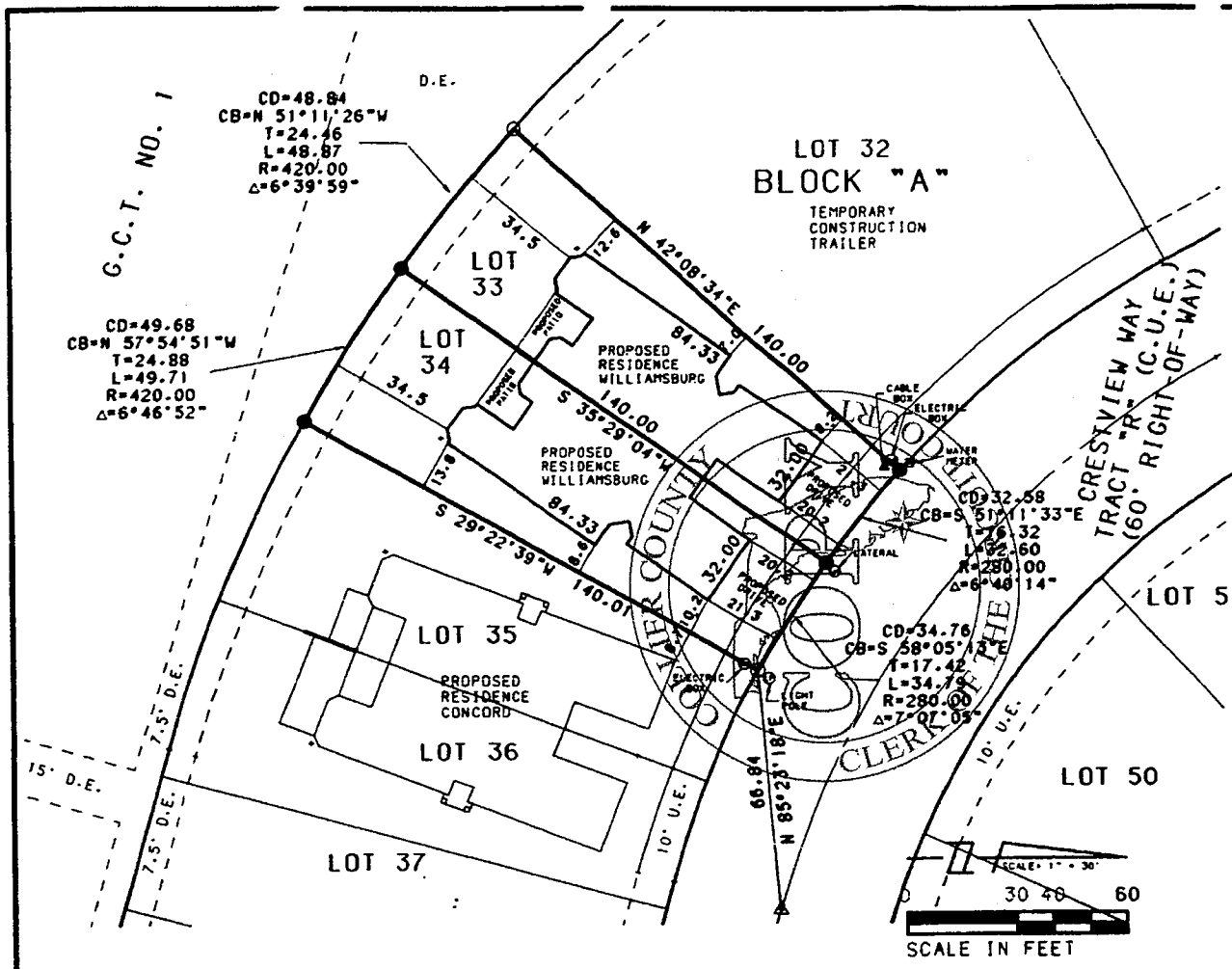
COLLIER COUNTY
COPY
CLERK OF THE CIRCUIT COURT

EXHIBIT B

SKETCH OF PHASE 37



OR: 2895 PG: 2886



MAP OF BOUNDARY SURVEY OF LOTS 33 & 34, BLOCK "A", HERITAGE GREENS, PLAT BOOK 28, PAGES 79-94, COLLIER COUNTY, FLORIDA.

PREPARED FOR: COLONIAL HOMES

FOR THE BENEFIT OF: COLONIAL HOMES

WILSONMILLER, INC.
REGISTERED ENGINEERS AND LAND SURVEYORS
3200 BAILEY LANE, SUITE 200, (941) 263-6408
NAPLES, FLORIDA 33105

BY: John P. Maloney
JOHN P. MALONEY, PROFESSIONAL SURVEYOR AND MAPPER #LS4493
4-18-2001
DATE OF SURVEY

CERTIFICATE OF AUTHORIZATION # LB-43

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

NO OTHER PERSON OR ENTITY MAY RELY UPON THIS SURVEY..

ABSTRACT NOT REVIEWED

THIS BOUNDARY SURVEY IS ONLY FOR THE LANDS AS DESCRIBED. IT IS NOT A CERTIFICATE OF TITLE, ZONING, EASEMENTS OR FREEDOM OF ENCUMBRANCES.

GENERAL NOTES:

BEARINGS ARE BASED ON THE COMMON LINE OF SAID LOTS 35 & 36. BEING NORTH 21°07'27" EAST.
UNLESS A COMPARISON IS MADE, MEASURED BEARINGS AND DISTANCES ARE IDENTICAL WITH PLAT VALUES.
DIMENSIONS ARE IN FEET " AND DECIMALS - THEREOF.
DIMENSIONS ALONG CURVES ARE: Δ = DELTA, L = ARC LENGTH, CD = CHORD DISTANCE, T = TANGENT, R = RADIUS, CB = CHORD BEARING
ELEVATIONS ARE BASED ON NATIONAL GEODETIC VERTICAL DATUM, 1929, (N.G.V.D.)
LINES SHOWN OUTSIDE OF THE LAND DESCRIBED ARE FOR REFERENCE USE ONLY AND WERE NOT SURVEYED.
UNDERGROUND FOOTERS, ROOF OVERHANGS AND STUCCO FINISH WERE NOT TAKEN INTO CONSIDERATION IN PREPARATION OF THIS MAP.
△ P.C.P. = PERMANENT CONTROL POINT
P.R.M. = PERMANENT REFERENCE MONUMENT
R/W = RIGHT-OF-WAY
CBS = CONCRETE BLOCK STRUCTURE
U.E. = UTILITY EASEMENT, D.E. = DRAINAGE EASEMENT
C.U.E. = COLLIER COUNTY UTILITY EASEMENT
EL. & ELEV. = ELEVATION
CL = CENTERLINE
RD. = ROAD
CONC. = CONCRETE
A/C = AIR CONDITIONER
F.P.L. = FLORIDA POWER & LIGHT
U.T.S. = UNITED TELEPHONE SERVICE
P = PLAT, M = MEASURED, C = CALCULATED, F = FIELD
● S.I.P. = SET 5/8" IRON PIN WITH CAP STAMPED LB-43 24" LONG
○ F.I.P. = FOUND IRON PIN WITH CAP STAMPED LB-43
S.C.M. = SET 4" X 4" CONCRETE MONUMENT 24" LONG STAMPED LB-43
F.C.M. = FOUND CONCRETE MONUMENT
D.H. = DRILL HOLES
△ P.K. NAIL = PARKER KYLON NAIL
B.M. = BENCH MARK
P.C. = POINT OF CURVATURE, P.T. = POINT OF TANGENCY
PROPERTY LIES WITHIN FLOOD ZONE X PER FLOOD INSURANCE RATE MAPS COMMUNITY PANEL #120067 0215D DATED JUNE 3, 1986.

ACTIVITY	INITIALS	EMP.#	MO.	DAY	YR.
RESEARCH					
FIELD WORK/CREW CHIEF	JSM	864	04	18	01
DRAFTED	TJA	471	04	19	01
CHECKED BY:	JPM	275	04	21	01
FIELD BOOK/PAGE	L-2617, 68				

APPROVED:
John P. Maloney
JOHN P. MALONEY, P.S.M. #LS4493

WilsonMiller, Inc.
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Wilson Professional Center
3200 Bailey Lane at Airport Road, Suite 200
Naples, Florida 34105 (941) 649-4040 Fax (941) 643-5716

DATE: 04/01
SCALE: 1"=30'

CLIENT: COLONIAL HOMES
DESCRIPTION: MAP OF BOUNDARY SURVEY
LOTS 33 & 34, BLOCK "A", HERITAGE GREENS, PLAT BOOK 28, PAGES 79-94, COLLIER COUNTY, FLORIDA

CROSS REF. FILE NO.:	PROJECT NO. & WORK ORDER NO.	SHEET NUMBER:	FILE NO.:
	0701-BLA-033-GCSOO	33 of ___	2L-725

[P] PLOT PLAN/SURV LOTS 33-34 BLK "A". - 471[D.364]PF: 0701 1033 19-Apr-01 11:26 AM / 0701-471

EXHIBIT C

The Declaration of Protective Covenants, Restrictions and Easements for Colonial Links Villas at Heritage Greens and Amendments thereto, if any, adding prior phases have been recorded in the Public Records of Collier County, Florida as follows:

Phase	Date	O. R. Book	Page	Number of Lots
1	3/28/01	2797	1338	2
9	3/28/01	2797	1423	2
10	5/25/01	2831	1647	2
11	5/25/01	2831	1653	2
17	5/25/01	2831	1659	2
35	6/19/01	2845	624	2
34	6/19/01	2845	630	2
33	6/19/01	2845	636	2
6	6/19/01	2845	642	2
4	9/20/01	2895	2876	2

COLLIER COUNTY
COPY
CLERK OF THE CIRCUIT COURT

Total Number of Lots in Colonial Links Villas Before Phase 37 is added 20

Total Number of Lots in Phase 37 2

Total Number of Lots in Colonial Links Villas after Phase 37 is added 22

State of Florida

Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of COLONIAL LINKS VILLAS AT HERITAGE GREENS ASSOCIATION, INC., a Florida corporation, filed on March 21, 2001, as shown by the records of this office.

The document number of this corporation is N01000002012.

COLLIER COUNTY FLORIDA CLERK OF THE CIRCUIT COURT

Given under my hand and the Great Seal of the State of Florida at Tallahassee, the Capitol, this the Twenty-second day of March, 2001

Katherine Harris
Katherine Harris
Secretary of State

CR2EO22 (1-99)

ARTICLES OF INCORPORATION
OF
COLONIAL LINKS VILLAS AT HERITAGE GREENS ASSOCIATION, INC.
(A Florida Corporation Not For Profit)

FILED
2001 MAR 21 PM 2:52
SECRETARY OF STATE
TALLAHASSEE, FLORIDA

In order to form a corporation not for profit under and in accordance with the provisions of Chapter 617 of the Florida Statutes, the undersigned hereby incorporates the corporation not for profit for the purposes and with the powers hereinafter set forth and, to that end, the undersigned, by these Articles of Incorporation, certifies as follows:

ARTICLE I
DEFINITIONS

The following words and phrases when used in these Articles of Incorporation (unless the context clearly reflects another meaning) shall have the following meanings:

1. "Articles" means these Articles of Incorporation of the Association and any amendments hereto.

2. "Association" means Colonial Links Villas at Heritage Greens Association, Inc., a Florida corporation not for profit, which is NOT a condominium association, and which has been organized by Developer to administer each Villa Project in accordance with its Declaration.

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

4. "Bylaws" means the Bylaws of the Association and any amendments thereto.

5. "Common Structural Elements" means certain elements, features or parts contained in a "Building" (as defined in a Declaration) which are structural elements of more than one (1) Dwelling Unit contained therein, as more particularly described in a Declaration.

6. "Community Association" means Heritage Greens Community Association, Inc., a Florida corporation not for profit organized by Heritage Greens Development Limited Partnership to administer the "Common Areas" (as defined in the Covenants) and having among its members the Owners.

7. "County" means Collier County, Florida.

8. "Covenants" means the Declaration of Covenants, Conditions and Restrictions for Heritage Greens, recorded by Heritage Greens Development Limited Partnership at O.R. Book 2337, Page 619, of the Public Records of the County and any amendments thereto.

9. "Crestview at Heritage Greens" or "Crestview" means Lots 1 through 124, Block A and Tract X of the Plat. Crestview at Heritage Greens as presently planned includes four Neighborhoods. Two of these Neighborhoods, Colonial Links Villas at Heritage Greens and Colonial Links Condominium at Heritage Greens are being developed by Developer. The other two Neighborhoods, Crestview Villas at Heritage Greens and Crestview Condominium at Heritage Greens were developed by Heritage Greens Construction Limited Partnership.

10. "Crestview Owner" means the owner of a dwelling unit located in Crestview.

COLLIER COUNTY CLERK OF THE CIRCUIT COURT

11. "Crestview Recreation Area" means Tract X of the Plat and the improvements thereon which were constructed by Heritage Greens Construction Limited Partnership.

12. "Crestview Recreation Area Expenses" means the expenses for the operation, maintenance, repair or replacement of the Crestview Recreation Area, including but not limited to taxes and insurance incurred by the Association. Crestview Recreation Area Expenses shall not include reserves for capital expenditure and/or deferred maintenance.

13. "Crestview Villas Association" means Crestview Villas at Heritage Greens Association, Inc., a Florida Corporation not for profit, which is the association organized by Heritage Greens Construction Limited Partnership to administer Crestview Villas at Heritage Greens and the Crestview Recreation Area.

14. "Declaration" means the Declaration of Protective Covenants, Restrictions and Easements by which Developer establishes a non condominium villa project in Crestview at Heritage Greens and any amendments thereto.

15. "Developer" means Colonial Homes, Inc., a Florida Corporation, its successors and assigns; provided, however, that a purchaser of a Lot shall not be deemed a successor or assign of Developer unless such purchaser is specifically so designated as such in writing by Developer. Colonial Homes, Inc. is developing Colonial Links Villas at Heritage Greens and Colonial Links Condominium at Heritage Greens. Colonial Homes did not develop Crestview Villas at Heritage Greens and Crestview Condominium at Heritage Greens which were developed by Heritage Greens Construction Limited Partnership, a separate independent entity.

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CLERK OF THE CIRCUIT COURT

16. "Director" means a member of the Board.

17. "Documents" means in the aggregate each Declaration, these Articles, the Bylaws, the Rules and Regulations of the Association, the Covenants, the Articles of Incorporation, Bylaws and Rules and Regulations of the Community Association, and all of the instruments and documents referred to therein or referred to herein, including, but not limited to, amendments to any of the foregoing, as applicable.

18. "Dwelling Unit" means a residential dwelling unit intended as an abode for one family constructed on a Lot.

19. "Heritage Greens" means the name given to the planned residential development being developed in the County by Heritage Greens Development Limited Partnership in accordance with the "Plan for Development" described in the Covenants.

20. "Institutional Mortgagee" means any lending institution owning a first mortgage covering a Dwelling Unit or Lot, including any of the following institutions:

(a) Any federal or state savings and loan or a building and loan association, or commercial bank or bank or real estate investment trust, or mortgage banking company or any subsidiary thereof; or

(b) Any secondary mortgage market institution, including the Federal National Mortgage Association, Government National Mortgage Association, Federal Home Loan Mortgage Corporation and such other secondary mortgage market institution as the Board shall hereafter approve in writing; or

(c) Any pension or profit-sharing funds qualified under the Internal Revenue Code; or

(d) Any and all investing or lending institutions, or the successors and assigns of such lenders ("Lenders"), which have loaned money to Developer and which hold a mortgage upon any portion of a Villa Project securing such loans; or

(e) Such other institutional lenders as the Board shall hereafter approve in writing as an Institutional Mortgagee which have acquired a mortgage upon any portion of a Villa Project; or

(f) Developer, if Developer holds a mortgage on any portion of a Villa Project and the transferee of any mortgage encumbering any portion of a Villa Project which was originally held by Developer; or

(g) Any life insurance company; or

(h) The Veterans Administration or the Federal Housing Administration or the Department of Housing and Urban Development.

21. "Legal Fees" means: (a) reasonable fees for attorney and paralegal services incurred in negotiation and preparation for litigation, whether or not an action is actually begun, through and including all trial and appellate levels and post-judgment proceedings; and (b) court costs through and including all trial and appellate levels and post-judgment proceedings.

22. "Lot" means a platted Lot included in a Villa Project and upon which a Dwelling Unit is permitted to be constructed.

23. "Member" means a member of the Association.

24. "Neighborhood" means a residential condominium, or a group of single family homes or villas or any other residential sub-area development within Heritage Greens, where all the lots and dwelling units are subject to a single common recorded declaration of Neighborhood Covenants.

25. "Neighborhood Association" means a condominium association, an incorporated homeowners association as defined in Section 617.301, Florida Statutes (1997), or any other incorporated mandatory membership property owners association operating a Neighborhood or Neighborhoods or facilities or property serving two or more Neighborhoods.

26. "Neighborhood Covenants" are any and all covenants, conditions, restrictions and other provisions imposed by a recorded declaration of covenants, declaration of condominium or other similar instrument, that are applicable to one or more specific Neighborhoods to the exclusion of all others. The term also includes the recorded Articles of Incorporation and Bylaws of the Neighborhood Association as amended from time to time.

27. "Neighborhood Expenses" means the expenses for which Owners are liable to the Association as described in the Documents and include, but are not limited to, the costs and expenses incurred by the Association in administering, operating, reconstructing, maintaining, financing, repairing, replacing or improving the Common Structural Elements or any portion thereof and improvements thereon, the Association's share of the Crestview Recreation Area Expenses and all costs and expenses incurred by the Association in carrying out its powers and duties under the Documents.

28. "Owner" means the owner(s) of the fee simple title to a Lot and includes Developer for so long as it is the owner of the fee simple title to a Lot.

29. "Phase" means certain land and improvements which may become a portion of a Villa Project.

COLLIER COUNTY COPY CLERK OF COURT

30. "Plat" means the Plat of Heritage Greens which has been recorded in Plat Book 28 at Pages 78-94 of the Public Records of the County.

31. "Total Lots" means the number of Lots planned to be contained in the Villa Projects to be administered by the Association.

32. "Villa Project" means the real property subjected to a Declaration and any amendments thereto which is to be administered by the Association.

ARTICLE II
NAME

The name of this corporation shall be COLONIAL Links VILLAS AT HERITAGE GREENS ASSOCIATION, INC., a Florida corporation not for profit. For convenience, the corporation shall be herein referred to as the Association, whose principal address is 12631 Westlinks Drive #1, Fort Myers, Florida 33913.

ARTICLE III
PLAN OF DEVELOPMENT AND PURPOSE OF ASSOCIATION

A. Developer intends to develop Colonial Links Villas at Heritage Greens ("Villa Project I") on property it owns or will acquire in the County which is more particularly described on Exhibits "A" and "C" to the Declaration of Protective Covenants, Restrictions and Easements for Villa Project I. Developer intends to develop Villa Project I as a "phase project" as contemplated by Paragraph 2 of said Declaration which is planned to consist of "Phase 1" and "Phases 2 through 37" if, as and when amendments adding Phases 2 through 37 to Villa Project I are recorded by Developer. Developer also has reserved the right to add one or more of additional Phases 38 through 51 to Villa Project I.

1. To the extent that any portion of the land for additional Phases is not added to Villa Project I but is submitted as a separate Villa Project, it is intended that this Association shall be responsible for operating any and all such Villa Projects in addition to Villa Project I and that each Owner of a Lot therein shall be a Member of this Association unless provided otherwise by Developer in the Declaration for such Villa Project.

2. Each Villa Project administered by this Association shall be administered in accordance with the applicable Declaration, these Articles and the Bylaws.

B. The purpose for which this Association is organized is to maintain the Common Structural Elements and other portions of the Villa Projects, and to carry out the covenants and enforce the provisions of the Documents. The Association is a Neighborhood Association as contemplated by the Covenants.

ARTICLE IV
POWERS

The Association shall have the following powers and shall be governed by the following provisions:

A. The Association shall have all of the common law and statutory powers of a corporation not for profit.

B. The Association shall have all of the powers to be granted to the Association in the Documents.

LEE COUNTY CLERK OF THE CIRCUIT COURT COPY

C. The Association shall have all of the powers reasonably necessary to implement the purposes of the Association, including, but not limited to, the following:

1. To perform any act required or contemplated by it under the Documents.

2. To make, establish, amend and enforce reasonable rules and regulations governing the Villa Projects.

3. To make, levy and collect assessments for the purpose of obtaining funds from its Members to pay Neighborhood Expenses and costs of collection, including the operational expenses of the Association and to use and expend the proceeds of assessments in the exercise of the powers and duties of the Association.

4. To administer, manage and operate the Villa Projects and the Common Structural Elements in accordance with the Documents.

5. To enforce by legal means the obligations of the Members and the provisions of the Documents.

6. To employ personnel, retain independent contractors and professional personnel and enter into service contracts to provide for the maintenance, operation, administration and management of the Common Structural Elements and to enter into any other agreements consistent with the purposes of the Association, including, but not limited to, agreements with respect to professional management of the Common Structural Elements and to delegate to such professional management certain powers and duties of the Association.

7. To enter into a Declaration and any amendments thereto and instruments referred to therein.

8. To provide, to the extent deemed necessary by the Board, any and all services and do any and all things which are incidental to or in furtherance of things listed above or to carry out the Association mandate to keep and maintain the Villa Projects in a proper and aesthetically pleasing condition and to provide the owners with services, amenities, controls and enforcement which will enhance the quality of life at the Villa Projects.

COLLIER COUNTY
COPY
CLERK OF THE CIRCUIT COURT

9. Notwithstanding anything contained herein to the contrary, the Association shall be required to obtain the approval of two-thirds (2/3) of all Members (at a duly called meeting of the Members at which a quorum is present) prior to the payment of legal or other fees to persons or entities engaged by the Association for the purpose of suing, or making, preparing or investigating any lawsuit, or commencing any lawsuit other than for the following purposes:

(a) the collection of assessments; or

(b) the collection of other charges which Owners are obligated to pay pursuant to the Documents; or

(c) the enforcement of any applicable use and occupancy restrictions contained in the Documents; or

(d) in an emergency where waiting to obtain the approval of the Members creates a substantial risk of irreparable injury to the Crestview Recreation Area or to the Common Structural Elements or to Member(s) (the imminent expiration of a statute of limitations shall not be deemed an emergency obviating the need for the requisite vote of two-thirds [2/3] of the owners); or

(e) filing a compulsory counterclaim.

10. To appoint, at least annually, one Member of the Association to serve as the Association's voting representative to the Community Association as contemplated by Section 11.6 of the Covenants and Sections 2.3 and 3.6 of the Bylaws of the Community Association.

11. To remit to the Crestview Villa Association the Association's share of the Crestview Recreation Area Expenses.

12. To carry out the Association's duties and obligations under the Covenants.

ARTICLE V
MEMBERS AND VOTING

The qualification of Members of the Association, the manner of their admission to membership, the manner of the termination of such membership and the manner of voting by Members shall be as follows:

A. Until such time as the first deed of conveyance of a Lot from Developer to an Owner is recorded amongst the Public Records of the County ("First Conveyance"), the membership of the Association shall be comprised solely of Developer. Developer shall be entitled to cast one (1) vote on all matters requiring a vote of the membership.

B. Upon the First Conveyance, Developer shall be a Member as to each of the remaining Lots until each such Lot is conveyed to another Owner, and thereupon and thereafter each and every owner, including Developer as to Lots owned by Developer, shall be Members and exercise all of the rights and privileges of Members.

COLLIER COUNTY FLORIDA CIRCUIT COURT COPY

C. Membership in the Association for owners other than Developer shall be established by the acquisition of ownership of fee title to a Lot as evidenced by the recording of an instrument of conveyance amongst the Public Records of the County. Where title to a Lot is acquired by conveyance from a party other than Developer by means of sale, gift, inheritance, devise, judicial decree or otherwise, the person, persons or entity thereby acquiring such Lot shall not be a Member unless or until such Owner shall deliver a true copy of a deed or other instrument of acquisition of title to the Association.

D. No Member may assign, hypothecate or transfer in any manner his or her membership in the Association except as an appurtenance to his or her Lot.

E. If, as and when a Villa Project other than Villa Project I is created by recording its own Declaration indicating the Owners shall be Members of the Association, membership in this Association shall be divided into classes, with the Owners in each Villa Project constituting a separate class ("Class") designated by a numeral denoting the sequence in which the Villa Project was created. For example, the Owners of the first Villa Project created through recordation of a Declaration would be "Class 1 Members."

F. The following provisions shall govern the right of each Member to vote and the manner of exercising such right:

1. There shall be only one (1) vote for each Lot, which shall be exercised and cast in accordance with the Documents, and if there is more than one (1) Owner with respect to a Lot as a result of the fee interest in such Lot being held by more than one (1) person, such Owners, collectively, shall be entitled to only one (1) vote in the manner set forth in Paragraph V. H hereof.

2. All of the Members of this Association shall vote thereon as one body, without distinction as to Class on matters which pertain to all of the Villa Projects.

3. On matters pertaining exclusively to a Villa Project or Class of Members, only the affected Class shall vote thereon.

4. On matters which pertain to one or more Classes of Members but not to all of such Classes, or which pertain to each Class of Members, but to each such Class in a different degree or different manner, then each Class of Members affected thereby shall vote separately as a Class thereon.

5. Subject to the provisions of Paragraphs F.1, 2, 3 and 4 hereof, the Board shall determine whether a matter which is subject to a vote of the Members shall be voted on by Classes or by the entire Membership of this Association as a whole. In the event of a deadlock on the Board, application shall be made to a court of competent jurisdiction to resolve the deadlock.

G. Any Member who conveys or loses title to a Lot by sale, gift, devise, bequest, judicial decree or otherwise shall, immediately upon such conveyance or loss of title, no longer be a Member with respect to such Lot and shall lose all rights and privileges of a Member resulting from ownership of such Lot.

H. There shall be only one (1) vote for each Lot. If there is more than one Member with respect to a Lot as a result of the fee interest in such Lot being held by more than one person, such Members collectively shall be entitled to only one (1) vote. The vote of the Owners of a Lot owned by more than one natural person or by a corporation or other legal entity shall be cast by the person named in a certificate signed by all of the Owners of the Lot, or if appropriate, by properly designated officers, partners or principals of the respective legal entity, and filed with the Secretary of the Association, and such certificate shall be valid until revoked by a subsequent certificate.

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Notwithstanding the foregoing provisions, whenever any Lot is owned by a husband and wife they may, but shall not be required to, designate a voting member. In the event a certificate designating a voting member is not filed by the husband and wife, the following provisions shall govern their right to vote:

1. Where both are present at a meeting, each shall be regarded as the agent and proxy of the other for purposes of casting the vote for each Lot owned by them. In the event they are unable to concur in their decision upon any subject requiring a vote, they shall lose their right to vote on that subject at that meeting.

2. Where only one (1) spouse is present at a meeting, the person present may cast the Lot vote without establishing the concurrence of the other spouse, absent any prior written notice to the contrary by the other spouse. In the event of prior written notice to the contrary to the Association by the other spouse, the vote of said Lot shall not be considered.

3. Where neither spouse is present, the person designated in a "Proxy" (as defined in the Bylaws) signed by either spouse may cast the Lot vote, absent any prior written notice to the contrary to the Association by the other spouse or the designation of a different proxy by the other spouse. In the event of prior written notice to the contrary to the Association or the designation of a different proxy by the other spouse, the vote of said Lot shall not be considered.

ARTICLE VI
TERM

The term for which this Association is to exist shall be perpetual. In the event of dissolution of the Association (unless same is reinstated), other than incident to a merger or consolidation, all of the assets of the Association shall be conveyed to a similar homeowners' association or a public agency having a similar purpose, or any Member may petition the appropriate circuit court of the State of Florida for the appointment of a receiver to manage the affairs of the dissolved Association and its properties in the place and stead of the dissolved Association and to make such provisions as may be necessary for the continued management of the affairs of the dissolved Association and its properties.

ARTICLE VII
INCORPORATOR

The name and address of the Incorporator of these Articles is:

Tony Persichilli
12631 Westlinks Drive #1
Fort Myers, Florida 33913

ARTICLE VIII
OFFICERS

The affairs of the Association shall be managed by the President of the Association, assisted by one or more Vice President(s), Secretary and Treasurer, and, if any, by the Assistant Secretary(ies) and Assistant Treasurer(s), subject to the directions of the Board. The Board may employ a managing agent and/or such other managerial and supervisory personnel or entities as the Board deems necessary to administer or assist in the administration of the operation or management of the Association and Developer shall have the right to be reimbursed for expenses incurred by Developer on behalf of the Association in managing the Association.

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The Board shall elect the President, Secretary and Treasurer, and as many Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board shall, from time to time, determine. The President shall be elected from amongst the Directors, but no other officer need be a Director. The same person may hold two offices, the duties of which are not incompatible; provided, however, the office of President and a Vice President shall not be held by the same person, nor shall the offices of President and Secretary or Assistant Secretary be held by the same person.

ARTICLE IX
FIRST OFFICERS

The names of the officers who are to serve until the first election of officers by the Board are as follows:

President	-	Tony Persichilli
Vice President	-	John Campbell
Secretary	-	Robert Keck
Treasurer	-	Robert Keck

ARTICLE X
BOARD OF DIRECTORS

A. The number of Directors on the first Board of Directors of the Association ("First Board") and the "Initial Elected Board" (as hereinafter defined) shall be three (3). The number of Directors elected by the Members and the number of Directors which shall comprise the Board subsequent to the "Developer's Resignation Event" (as hereinafter defined) shall be determined by the Board prior to each meeting at which Directors are to be elected; provided, however, the number of Directors shall always be an odd number, and shall not be less than three (3). Except for Developer-appointed Directors, Directors must be Members or the parents, children or spouses of Members. There shall be only one (1) vote for each Director.

B. The names and addresses of the persons who are to serve as Directors on the First Board are as follows:

NAMES	ADDRESSES
Tony Persichilli	12631 Westlinks Drive #1 Fort Myers, Florida 33913
John Campbell	12631 Westlinks Drive #1 Fort Myers, Florida 33913
Robert Keck	12631 Westlinks Drive #1 Fort Myers, Florida 33913

Developer reserves the right to replace and/or designate and elect successor Directors to serve on the First Board for so long as the First Board is to serve, as hereinafter provided.

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C. The "Turnover Date" shall be the earlier to occur of the following events:

(i) Three (3) months after the conveyance by Developer to Members other than Developer ("Purchaser Members") of ninety percent (90%) of the Total Lots as evidenced by the recording of instruments of conveyance of such Lots amongst the Public Records of the County; or

(ii) At such earlier time as Developer shall designate in writing to the Association.

D. Upon the Turnover Date, Purchaser Members shall be entitled to elect not less than a majority of the Board. The election of not less than a majority of the Board by the Purchaser Members shall occur at a special meeting of the membership to be called by the Board for such purpose ("Initial Election Meeting"). The First Board shall serve until the Initial Election Meeting.

E. At the Initial Election Meeting, Purchaser Members shall elect two (2) of the Directors in accordance with the procedures set forth in the Bylaws for election of Directors, and Developer, until Developer's Resignation Event, shall be entitled to designate one (1) Director (same constituting the "Initial Elected Board"). Developer reserves and shall have the right, until Developer's Resignation Event, to name the successor, if any, to any Director it has so designated.

F. The Board shall continue to be so designated and elected, as described in Paragraph E above, at each subsequent "Annual Members' Meeting" (as defined in the Bylaws), until the Annual Members' Meeting following Developer's Resignation Event.

A Director (other than a Developer-appointed Director) may be removed from office upon the affirmative vote of a majority of Owners, for any reason deemed to be in the best interests of the Owners. A meeting of the Owners to so remove a Director (other than a Developer-appointed Director) shall be held upon the written request of ten percent (10%) of the Owners.

G. The Initial Election Meeting shall be called by the Association, through the Board, within sixty (60) days after the Purchaser Members are entitled to elect a majority of Directors as provided in Paragraph D hereof. A notice of meeting shall be forwarded to all Members in accordance with the Bylaws; provided, however, that the Members shall be given at least fourteen (14) days' notice of such meeting. The notice shall also specify the number of Directors who shall be elected by the Purchaser Members and the remaining number of Directors to be designated by Developer.

H. Upon the earlier to occur of the following events ("Developer's Resignation Event"), Developer shall cause all of its designated Directors to resign:

1. When Developer no longer has the right to create a Villa Project by recording a Declaration or add a Phase to a Villa Project by recording an amendment to a Declaration and no longer holds at least five percent (5%) of the Total Lots for sale in the ordinary course of business and all Lots sold by Developer have been conveyed as evidenced by the recording of instruments of conveyance of such Lots amongst the Public Records of the County; or

2. When Developer causes the voluntary resignation of all of the Directors designated by Developer and does not designate replacement Directors.

Upon Developer's Resignation Event, the Directors elected by Purchaser Members shall elect a successor Director to fill the vacancy caused by the resignation or removal of Developer's designated Director. This successor Director shall serve until the next Annual Members' Meeting and until his or her successor is elected and qualified. In the event Developer's Resignation Event occurs prior to the Initial Election Meeting, the Initial Election Meeting shall be called in the manner set forth in Paragraph G of this Article X, and all of the Directors shall be elected by the Purchaser Members at such meeting in accordance with the procedures set forth in the Bylaws.

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I. At each Annual Members' Meeting held subsequent to Developer's Resignation Event, all of the Directors shall be elected by the Members. At the first Annual Members Meeting held after the Initial Election Meeting, a "staggered" term of office of the Board shall be created as follows:

1. A number equal to fifty percent (50%) of the total number of Directors rounded to the nearest whole number is the number of Directors whose term of office shall be established at two (2) years and the Directors serving for a two (2) year term will be the Directors receiving the most votes at the meeting; and

2. The remaining Directors' terms of office shall be established at one (1) year.

At each Annual Members Meeting thereafter, as many Directors of the Association shall be elected as there are Directors whose regular term of office expires at such time, and the term of office of the Directors so elected shall be for two (2) years, expiring when their successors are duly elected and qualified.

J. To the extent permitted by law, the resignation of a Director who has been designated by Developer or the resignation of an officer of the Association who has been elected by the First Board shall remise, release, acquit, satisfy and forever discharge such officer or Director of and from any and all manner of action(s), cause(s) of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, executions, claims and demands whatsoever, in law or in equity, which the Association or Purchaser Members had, now have or will have, or which any personal representative, successor, heir or assign of the Association or Purchaser Members hereafter can, shall or may have against said officer or Director for, upon or by reason of any matter, cause or thing whatsoever from the beginning of the world to the day of such resignation.

ARTICLE XI
INDEMNIFICATION

Every Director and every officer of the Association shall be indemnified by the Association against all costs, expenses and liabilities, including Legal Fees reasonably incurred by or imposed upon him or her in connection with any negotiations, proceeding, arbitration, litigation or settlement in which he or she may be a party, or in which he or she may become involved by reason of his or her being or having been a Director or officer of the Association, whether or not such person is a Director or officer at the time such cost, expense or liability is incurred, except in such cases wherein the Director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his or her duties; provided that in the event of a settlement, the indemnification herein shall apply only when the Board approves such settlement and reimbursement as being in the best interest of the Association. The foregoing right of indemnification provided in this Article XI shall be in addition to and not exclusive of any and all right to which such Director or officer of the Association may be entitled under statute or common law.

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ARTICLE XII
BYLAWS

The Bylaws shall be adopted by the First Board, and thereafter may be altered, amended or rescinded in the manner provided for in the Bylaws. In the event of any conflict between the provisions of these Articles and the provisions of the Bylaws, the provisions of these Articles shall control.

ARTICLE XIII
AMENDMENTS

A. Before the Turnover Date, these Articles may be amended by a vote of a majority of the Directors without need for a vote of the Members.

B. After Turnover Date, these Articles may be amended in the following manner:

1. The Board shall adopt a resolution setting forth the proposed amendment and directing that it be submitted to a vote at a meeting of the Members, which may be at either the Annual Members' Meeting or a special meeting. Alternatively, the Members may by written petition of at least ten percent (10%) of the voting interests propose an amendment which shall be submitted to the Members at either the next annual members meeting or a special meeting. Any number of proposed amendments may be submitted to the Members and voted upon by them at one meeting.

2. Written notice setting forth the proposed amendment or a summary of the changes to be effected thereby shall be given to each Member within the time and in the manner provided in the Bylaws for the giving of notice of meetings of Members.

3. At such meeting, a vote of the Members shall be taken on the proposed amendment(s). The proposed amendment(s) shall be adopted upon receiving the affirmative vote of a majority of the votes of all the Members entitled to cast votes thereon.

C. No amendment may be made to the Articles which shall in any manner reduce, amend, affect or modify the provisions and obligations set forth in a Declaration or any amendments thereto.

D. An amendment shall become effective upon filing with the Secretary of State of Florida and recording a certified copy in the Public Records of the County.

E. Notwithstanding any provisions of this Article XIII to the contrary, these Articles shall not be amended in any manner which shall prejudice the rights of: (i) Developer, without the prior written consent thereto by Developer, for so long as Developer has the right to create a Villa Project by recording a Declaration or to add an additional Phase to a Villa Project by recording an amendment to a Declaration and/or holds at least one (1) Lot for sale in the ordinary course of business; and (ii) any "Institutional Mortgagee" (as such term is defined in a Declaration) without the prior written consent of such Institutional Mortgagee.

F. Any instrument amending these Articles shall identify the particular article or articles being amended and shall provide a reasonable method to identify the amendment being made. A certified copy of each of such amendment shall be attached to any certified copy of these Articles.

G. Notwithstanding the foregoing provisions, prior to the Turnover Date, the following actions require the prior approval of the Federal Housing Administration ("FHA") and/or Veteran's Administration ("VA") if a Villa Project is a project approved by FHA and/or VA: annexation of additional properties other than an additional Phase as contemplated by a Declaration, mergers and consolidations, mortgaging of common area, dedication of common area, dissolution of the Association and amendment of this Paragraph XIII. H of these Articles.

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ARTICLE XIV
REGISTERED OFFICE AND REGISTERED AGENT

The street address of the initial registered office of the Association is 12631 Westlinks Drive #1, Fort Myers, Florida 33913, and the initial registered agent of the Association at that address shall be Tony Persichilli.

IN WITNESS WHEREOF, the Incorporator has hereunto affixed his signature, this 19th day of March, 2001.

Tony Persichilli

The undersigned hereby accepts the designation of Registered Agent as set forth in Article XIV of these Articles of Incorporation, and

acknowledges that he is familiar with, and accepts the obligations imposed upon registered agents under the Florida Not-For-Profit Corporate Act.

Tony Persichilli

Dated: 3/19/2001

STATE OF FLORIDA)
) SS:
COUNTY OF _____)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, appeared TONY PERSICHILLI, to me known to be the person described as Incorporator and Registered Agent of COLONIAL LINKS VILLAS AT HERITAGE GREENS ASSOCIATION, INC., and he acknowledged before me that he executed the same for purposes therein expressed. He is personally known to me or has produced _____ as identification.

WITNESS my hand and official seal in the County and State last aforesaid this _____ day of _____, 20__.

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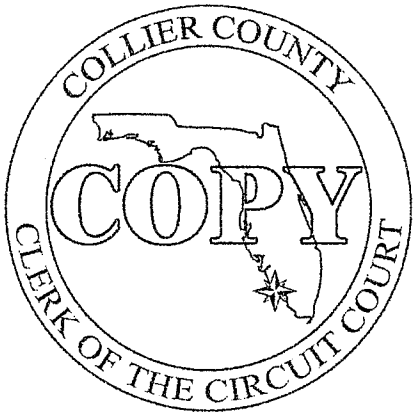
_____
Notary Public, State of Florida at Large

_____
Typed, printed or stamped name of Notary

My Commission Expires:

EXHIBIT E

Bylaws of Colonial Links Villas at Heritage Greens Association, Inc.



BYLAWS
OF
COLONIAL LINKS VILLAS AT HERITAGE GREENS ASSOCIATION, INC.

Section 1. IDENTIFICATION OF ASSOCIATION

These are the Bylaws of Colonial Links Villas at Heritage Greens Association, Inc. ("Association") as duly adopted by its Board of Directors ("Board"). The Association is a corporation not for profit, organized pursuant to Chapter 617, Florida Statutes, for the purpose of managing, operating, and administering Colonial Links Villas at Heritage Greens ("Villa Project I") and any other "Villa Project" constructed on one or more of the additional "Phases" unless provided otherwise by "Developer" in the "Declaration" for such Villa Project within the community known as Heritage Greens in Collier County ("County"), Florida (as such terms are defined in the Articles of Incorporation of the Association).

1.1. The office of the Association shall be for the present at 12631 Westlinks Drive #1, Fort Myers, Florida 33913, and thereafter may be located at any place designated by the Board.

1.2. The fiscal year of the Association shall be the calendar year.

1.3. The seal of the Association shall bear the name of the Association, the word "Florida", and the words "Corporation Not For Profit."

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Section 2. EXPLANATION OF TERMINOLOGY

The terms defined in the Articles of Incorporation of the Association ("Articles") are incorporated herein by reference and shall appear in initial capital letters each time such terms appear in these Bylaws.

Section 3. MEMBERSHIP; MEMBERS' MEETINGS; VOTING AND PROXIES

3.1. The qualification of Members, the manner of their admission to membership in the Association, the manner of termination of such membership and the voting by Members shall be as set forth in the Articles.

3.2. The Members shall meet annually ("Annual Members' Meeting"). The Annual Members' Meeting shall be held at the office of the Association or at such other place in the County as the Board may determine and on such day and at such time as designated by the Board in the notice of such meeting commencing with the year following the year in which the Articles are filed with the Secretary of State. The purpose of the Annual Members' Meeting shall be to hear reports of the officers, elect members of the Board (when that shall be appropriate as determined by the provisions of the Articles), and transact any other business authorized to be transacted at such Annual Members' Meeting.

3.3. Special meetings (meetings other than the Annual Members' Meeting) of the Members or Class of Members, as the case may be, shall be held at any place within the County whenever called by the President or Vice President or by a majority of the Board. A special meeting must be called by the President or Vice President upon receipt of a written request from Members having the right to vote at least one-third (1/3) of the total number of votes entitled to be cast by Members at any such special meeting of the Members or Class of Members, as the case may be.

3.4. Except as otherwise provided in the Articles, a written notice of all Members' meetings, whether the Annual Members' Meeting or a special meeting of the Members or Class of Members (collectively "Meeting"), shall be given to each Member entitled to vote thereat at his or her last known address as it appears on the books of the Association and shall be mailed to the said address not less than fourteen (14) days nor more than forty-five (45) days prior to the date of the Meeting. Proof of such mailing shall be given by the affidavit of the person giving the notice. Any notice given hereunder shall state the time and place of the Meeting and the purposes for which the Meeting is called. The notice of all Annual Members' Meetings shall, in addition, specify the number of Directors of the Association to be designated by Developer and the number of Directors to be elected by the Members, if applicable. Notice of any special meeting shall include a description of the purpose or purposes for which the meeting is being called. Notwithstanding any provisions hereof to the contrary, notice of any Meeting may be waived before, during or after such Meeting by a Member or by the person entitled to vote for such Member by signing a document setting forth the waiver of such notice.

3.5. The Members or a Class of Members may, at the discretion of the Board, act by written response in lieu of a Meeting provided written notice of the matter or matters to be agreed upon is given to the Members or Class of Members or duly waived in accordance with the provisions of these Bylaws. Unless some greater number is required under the Documents and except as to the election of Directors, which shall be accomplished by plurality vote, the decision of a majority of the votes cast by Members or Class of Members as to the matter or matters to be agreed or voted upon shall be binding on the Members or Class of Members, provided a quorum is either present at such Meeting or submits a response if action is taken by written response in lieu of a Meeting, as the case may be. The notice with respect to actions to be taken by written response in lieu of a Meeting shall set forth the time period during which the written responses must be received by the Association.

3.6. (a) A quorum of the Members shall consist of Members entitled to cast thirty percent (30%) of the total number of votes of the Members. A quorum of any Class Members shall consist of Class Members entitled to cast thirty percent (30%) of the total number of votes of the Class Members. Limited proxies and general proxies may be used to establish a quorum.

"Proxy" is defined to mean an instrument containing the appointment of a person who is substituted in the place and stead of the person or authorized representative of an entity entitled to vote. Proxies shall be in writing and shall state the date, time and place of the meeting for which it was given and shall be signed and dated by the person or authorized representative of an entity giving the same and shall be valid only for the particular Meeting designated therein and any adjournments thereof, provided, however, any proxy automatically expires ninety (90) days after the date of the meeting for which it was originally given. A proxy must be filed with the Secretary of the Association before the appointed time of the Meeting in order to be valid. Any proxy may be revoked prior to the time a vote is cast according to such proxy.

(b) When a quorum is present at any Meeting and a question which raises the jurisdiction of such Meeting is presented, the holders of a majority of the voting rights present in person or represented by written limited proxy shall be required to decide the question. However, if the question is one upon which a vote other than the majority vote of a quorum is required by express provision of the Documents or by law,

then such express provision shall govern and control the required vote on the decision of such question.

3.7. At any Annual Members' Meeting when elections of Directors are to occur, written ballots are to be supplied to Members for such purposes. Furthermore, at any Annual Members' Meeting at which Directors are to be elected, the "Chairperson" (as defined in Paragraph 7.2 hereof) shall appoint an "Election Committee" consisting of three (3) Members to supervise the election, count and verify ballots, disqualify votes if such disqualification is justified under the circumstances and to certify the results of the election to the Board. The Election Committee shall be able to determine questions within its jurisdiction by plurality vote of all three (3) Members, but matters resulting in deadlocked votes of the Election Committee shall be referred to the entire Board for resolution.

3.8. If a quorum is not in attendance at a Meeting, the Members who are present, either in person or by proxy, may adjourn the Meeting from time to time until a quorum is present with no further notice of such adjourned Meeting being required unless otherwise determined by the Board.

3.9. Minutes of all Meetings shall be kept in a businesslike manner and be available for inspection by the Members and Directors at all reasonable times. The Association shall retain minutes for at least seven (7) years subsequent to the date of the Meeting the minutes reflect.

3.10. Voting rights of Members shall be as stated in the Articles with respect to the election of all Boards other than the First Board. Such votes may be cast in person or by written ballot.

3.11. The voting on any matter at a Meeting shall be by secret ballot upon request of the holders of ten percent (10%) of the votes represented at such Meeting and entitled to be cast on such matter, if such request is made prior to the vote in question.

3.12. In accordance with the requirements of Section 11.6 of the Covenants and Sections 2.3 and 3.6 of the Bylaws of the Community Association, the Board shall, at least annually, appoint one Member of the Association, who need not be a Director or officer, as the Association's voting representative ("Voting Representative") to the Community Association. The Association shall give written notice of the appointment to the Community Association. The Voting Representative shall attend the meetings of the members of the Community Association, and shall cast, in a block, all votes of the Members of the Association on any and all questions which may arise, except the election of Directors of the Community Association. The votes shall be cast in the manner directed by the Board, or absent such direction, in the manner determined by the Voting Representative. The Voting Representative shall also perform the other duties specified in Section 3.6 of the Bylaws of the Community Association. The Voting Representative shall serve at the pleasure of the Board.

3.13. To the extent feasible and practical, the Association shall poll its Members on questions to be decided by a vote of the members of the Community Association, so that this Association's votes are more likely to be cast in the manner preferred by the majority of the Members. If such a poll is conducted, the Board shall instruct its Voting Representative to cast all votes of the Association in a block, supporting the point of view preferred by the majority of the Members who responded to the poll. The Voting Representative may not vote by proxy

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at Community Association meetings, but the Board may designate in writing an alternate representative to substitute if the Voting Representative cannot attend any meeting of the members of the Community Association.

Section 4. BOARD; DIRECTORS' MEETINGS

4.1. The business and administration of the Association shall be by its Board.

4.2. The election and, if applicable, designation of Directors shall be conducted in accordance with the Articles. Except for Developer-appointed Directors, Directors must be Members or the spouses, parents or children of Members.

4.3. (a) Any person elected or designated as a Director shall have all the rights, privileges, duties and obligations of a Director of the Association.

(b) The term of a Director's service shall be as stated in the Articles and, if not so stated, shall extend until the next Annual Members' Meeting and thereafter until his successor is duly elected and qualified or until he or she resigns or is removed in the manner elsewhere provided.

4.4. The organizational meeting of a newly elected Board shall be held within ten (10) days of their election at such place and time as shall be fixed by the Directors at the meeting at which they were elected. Provided the organizational meeting is held directly following the Annual Members' Meeting, no further notice of the organizational meeting shall be necessary. Otherwise, notice of the organizational meeting shall be given in accordance with Section 617.303(2), Florida Statutes.

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4.5. Regular meetings of the Board may be held at such times and places in the County as shall be determined from time to time by a majority of Directors. Special meetings of the Board may be called at the discretion of the President or the Vice President. Special meetings must be called by the Secretary at the written request of at least one-third (1/3) of the Directors. Such special meeting may be held in the County at such time and place as determined by the Directors requesting such meeting or in such other place as all Directors shall agree upon.

4.6. Notice of the time and place of regular and special meetings of the Board, or adjournments thereof, shall be given to each Director personally or by mail, telephone or telegraph at least three (3) days prior to the day named for such meeting unless such notice is waived before, during or after such meeting. Any Director may waive notice of the meeting in writing before, during or after a meeting and such waiver shall be deemed equivalent to the receipt of notice by such Director. Notice of all Board meetings shall be posted in a conspicuous place in each Villa Project at least forty-eight (48) hours before a meeting, except in an emergency. In the alternative, if notice is not posted in a conspicuous place in each Villa Project, notice of each Board meeting must be mailed or delivered to each Member at least seven (7) days before the meeting, except in an emergency. Notwithstanding the general notice requirement set forth above, if and when the Association has more than 100 Members, the Board may give the required notice of each Board meeting by publication of notice or a schedule of Board meetings in a publication mailed or delivered to all Members at least seven (7) days prior to the Board meeting or the first Board meeting on the schedule, as the case may be, or by mailing or delivering a schedule of Board meetings to each Member at least seven (7) days prior to the first Board meeting on the

schedule. Notice of any meeting where assessments against Members are to be considered for any reason shall state that assessments will be considered and the nature of any such assessments.

4.7. Notice of all Board meetings shall be given to the Members in accordance with Section 617.303(2), Florida Statutes.

4.8. A quorum of the Board shall consist of the Directors entitled to cast a majority of the votes of the entire Board. Matters approved by a majority of the Directors present at a meeting at which a quorum is present shall constitute the official acts of the Board, except as may be otherwise specifically provided by law, by the Articles or elsewhere herein. If at any meetings of the Board there shall be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any meeting that takes place on account of a previously adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted. In the case of the adjournment of a meeting, no further notice of the adjourned meeting need be given unless otherwise determined by the Board.

4.9. The presiding officer at all Board meetings shall be the President. In the absence of the President, the Directors shall designate any one of their number to preside.

4.10. Directors' fees, if any, shall be determined by the Members.

4.11. Minutes of all meetings of the Board shall be kept in a businesslike manner and in accordance with Section 617.303(3), Florida Statutes, and shall be available for inspection by Members and Directors at all reasonable times.

4.12. The Board shall have the power to appoint an "Executive Committee(s)" of the Board consisting of not less than three (3) Directors. An Executive Committee(s) shall have and exercise such powers of the Board as may be delegated to such Executive Committee(s) by the Board and all meetings thereof shall be open to all Members.

4.13. Meetings of the Board shall be open to all Members on such terms as the Board may determine. The Board may also hold closed meetings with its attorney where the purpose(s) of the meeting is to discuss proposed or pending litigation where the contents of the discussion would otherwise be governed by attorney-client privilege. If open, unless a Member serves as a Director or unless he or she has been specifically invited by the Directors to participate in the meeting, the Members shall not be entitled to participate in the meeting, but shall only be entitled to act as observers. In the event a Member not serving as a Director or not otherwise invited by the Directors to participate in the meeting attempts to become more than a mere observer at the meeting or conducts himself or herself in a manner detrimental to the carrying on of the meeting, then any Director may expel said Member from the meeting by any reasonable means which may be necessary to accomplish said Member's expulsion. Also, any Director shall have the right to exclude from any meeting of the Board any person who is not able to provide sufficient proof that he or she is a Member or a duly authorized representative, agent or proxy holder of a Member, unless said person has been specifically invited by any of the Directors to participate in such meeting.

4.14. The Board may appoint from time to time such standing or temporary committees as the Board may deem necessary and convenient for the efficient and effective operation of the Association. Any such

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committee shall have the powers and duties assigned to it in the resolution creating the committee. Committee meetings shall be noticed and conducted in the same manner as provided for Board meetings in Sections 4.6, 4.7, 4.8 and 4.13 hereof.

Section 5. POWERS AND DUTIES OF THE BOARD

All of the powers and duties of the Association shall be exercised by the Board. Such powers and duties of the Board shall include, but not be limited to, all powers and duties set forth in the Documents, as well as all of the powers and duties of a director of a corporation not for profit.

Section 6. LATE FEES

A Member, who fails to timely pay any assessment as set forth in Paragraph 6.3.5 of the Declaration, may be charged a late charge by the Association for such late assessment in an amount set forth in the Rules and Regulations. Members shall be responsible to pay all Legal Fees incurred in connection with the collection of late assessments whether or not an action at law to collect said assessment and foreclose the Association's lien has been commenced. The Board may authorize an initial schedule of fees for such circumstances, which schedule may also be set forth in the Rules and Regulations.

Section 7. OFFICERS OF THE ASSOCIATION

7.1. Executive officers of the Association shall be the President, who shall be a Director, one or more Vice Presidents, a Treasurer and a Secretary, all of whom shall be elected annually by the Board. Any officer may be removed without cause from office by vote of the Directors at any meeting of the Board. The Board may, from time to time, elect such other officers and assistant officers and designate their powers and duties as the Board shall find to be required to manage the affairs of the Association. One person may hold any two offices simultaneously, except where the functions of such offices are incompatible, but no person shall hold the office of President and any of the following offices simultaneously: Vice President, Secretary or Assistant Secretary.

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7.2. The President shall be the chief executive officer of the Association. He or she shall have all of the powers and duties which are usually vested in the office of the President of an association or a corporation not for profit. If in attendance, the President ("Chairperson") shall preside at all meetings of the Board and the Members; provided, however, that the President may appoint a substitute.

7.3. In the absence or disability of the President, a Vice President shall exercise the powers and perform the duties of the President. The Vice President(s) shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Board. In the event there shall be more than one Vice President elected by the Board, then they shall be designated "First," "Second," etc., and shall exercise the powers and perform the duties of the presidency in such order.

7.4. The Secretary shall keep the minutes of all meetings of the Board and the Members, which minutes shall be kept in a businesslike manner and be available for inspection by Members and Directors at all reasonable times. The Secretary shall have custody of the seal of the Association and affix the same to instruments requiring such seal when duly authorized and directed to do so. The Secretary shall be custodian for the corporate records of the Association, except those of the

Treasurer, and shall perform all of the duties incident to the office of Secretary of the Association as may be required by the Board or the President. The Assistant Secretary, if any, shall perform the duties of the Secretary when the Secretary is absent and shall assist the Secretary under the supervision of the Secretary.

7.5. The Treasurer shall have custody of all of the monies of the Association, including funds, securities and evidences of indebtedness. The Treasurer shall keep the assessment rolls and accounts of the Members and shall keep the books of the Association in accordance with good accounting practices and he or she shall perform all of the duties incident to the office of the Treasurer. The Assistant Treasurer, if any, shall perform the duties of the Treasurer when the Treasurer is absent and shall assist the Treasurer under the supervision of the Treasurer.

7.6. The compensation, if any, of the officers and other employees of the Association shall be fixed by the Board. This provision shall not preclude the Board from hiring a Director as an employee of the Association or preclude the contracting with a Director or a party affiliated with a Director for the management or performance of contract services for the Association.

Section 8. RESIGNATIONS

Any Director or officer may resign his or her post at any time by written resignation, delivered to the President or Secretary, which shall take effect upon its receipt unless a later date is specified in the resignation, in which event the resignation shall be effective from such date unless withdrawn. The acceptance of a resignation shall not be required to make it effective. The conveyance of all Lots owned by any Director or officer (other than appointees of Developer) shall constitute a written resignation of such Director or officer.

Section 9. ACCOUNTING RECORDS; FISCAL MANAGEMENT

9.1. The Association shall use the cash basis method of accounting and shall maintain accounting records in accordance with good accounting practices, which shall be open to inspection by Members and Institutional Mortgagees or their respective authorized representatives at reasonable times. Such authorization as a representative of a Member must be in writing and signed by the person giving the authorization and dated within sixty (60) days of the date of the inspection. Such records shall include, but not be limited to:

(i) a record of all receipts and expenditures;

(ii) an account for each Lot within a Villa Project which shall designate the name and address of the Owner thereof, the amount of individual Lot assessments and all other assessments, if any, charged to the Lot, the amounts and due dates for payment of same, the amounts paid upon the account and the balance due;

(iii) all tax returns, financial statements and financial reports of the Association; and

(iv) any other records that identify, measure, record or communicate financial information.

9.2. The Board shall adopt for each Villa Project a separate budget (as provided for in each Declaration) of the anticipated Neighborhood

Expenses for each forthcoming calendar year (the fiscal year of the Association being the calendar year) at a special meeting of the Board ("Budget Meeting") called for that purpose to be held during the month of October or November of the year preceding the year to which the budget applies, provided that the first Budget Meeting is to be held prior to the First Conveyance. Prior to the Budget Meeting, a proposed budget for the Neighborhood Expenses for each Villa Project shall be prepared by or on behalf of the Board. Within thirty (30) days after adoption of the budget, a copy thereof or a written notice that a copy of the budget is available upon request at no charge to the Owner, shall be furnished to each Member, and each Owner shall be given notice of the individual Lot assessment applicable to his or her Lot(s). The copy of the budget or written notice of the availability of same shall be deemed furnished and the notice of the individual Lot assessment shall be deemed given upon its delivery or upon its being mailed to the Owner shown on the records of the Association at his or her last known address as shown on the records of the Association.

9.2.1. The Budget for each Villa Project shall include the expenses applicable to such Villa Project and the Villa Project's share of expenses applicable to more than one (1) Villa Project all in accordance with Section 9.2.2 hereof. The Budget for the Association, if required, will contain all items of expense which are applicable to more than one (1) Villa Project, including but not limited to, the Association's share of the Crestview Recreation Area Expenses.

9.2.2. Allocation of Common Expenses and Determination of Individual Lot Assessments.

(a) The Budget for each Villa Project constitutes an estimate of the expenses to be incurred by the Association for and on behalf of such Villa Project. The procedure for the allocation of the expenses attributable to each Villa Project, which are the Neighborhood Expenses of such Villa Project, shall be as follows:

(i) Crestview Recreation Area Expenses shall be allocated to the Crestview Neighborhood Associations by multiplying the amount of such expenses by a fraction with respect to each Crestview Neighborhood Association, the numerator of which is the number of dwelling units for which certificates of occupancy have been issued administered by the Crestview Neighborhood Association to which such expenses are being allocated and the denominator of which is the total number of dwelling units administered by Crestview Neighborhood Associations for which certificates of occupancy have been issued.

(ii) The Association's share of the Crestview Recreation Area Expenses computed as set forth in Paragraph 9.2.2.(a)(i) hereof and the other expenses of the Association which are applicable to more than one Villa Project (such as administrative expenses) shall be allocated by the Board amongst the Villa Projects to which such expenses are applicable by multiplying the amount of such expenses by a fraction with respect to each Villa Project, the numerator of which is the number of Dwelling Units for which

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Certificates of Occupancy have been issued within the particular Villa Project to which such expenses are being allocated and the denominator of which is the total number of Dwelling Units for which Certificates of Occupancy have been issued in the various Villa Projects to which such expenses are applicable.

(iii) Expenses of the Association which are applicable to one (1) Villa Project (such as, but not limited to maintenance for the Common Structural Elements of a particular Villa Project) shall be allocated by the Board as a Neighborhood Expense solely of such Villa Project.

(b) Notwithstanding the allocation to each Lot of its individual Lot assessment, an Owner shall also be liable for any special assessments levied by the Board against his Lot as provided in the Documents.

9.3. In administering the finances of the Association, the following procedures shall govern:

(i) the fiscal year shall be the calendar year;

(ii) any monies received by the Association in any calendar year may be used by the Association to pay expenses incurred in the same calendar year;

(iii) there shall be apportioned between calendar years on a pro rata basis any expenses which are prepaid in any one calendar year for Neighborhood Expenses which cover more than such calendar year;

(iv) Assessments shall be made quarterly or monthly (as determined by the Board) in amounts no less than are required to provide funds in advance for payment of all of the anticipated current Neighborhood Expenses and for all unpaid Neighborhood Expenses previously incurred; and

(v) items of Neighborhood Expenses incurred in a calendar year shall be charged against income for the same calendar year regardless of when the bill for such expenses is received. Notwithstanding the foregoing, the Assessments for Neighborhood Expenses and any periodic installments thereof shall be of sufficient magnitude to insure an adequacy and availability of cash to meet all budgeted expenses in any calendar year as such expenses are incurred.

9.4. The individual Lot assessment shall be payable as provided for in each Declaration.

9.5. No Board shall be required to anticipate revenue from assessments or expend funds to pay for Neighborhood Expenses not budgeted or which shall exceed budgeted items, and no Board is required to engage in deficit spending. Should there exist any deficiency which results from there being greater Neighborhood Expenses than monies from assessments, then such deficits shall be carried into the next succeeding

COLLIER COUNTY FOR THE CIRCUIT COURT

year's budget as a deficiency or shall be the subject of a special assessment or an upward adjustment to the individual Lot assessment.

9.6. The depository of the Association shall be such bank or banks as shall be designated from time to time by the Board in which the monies of the Association shall be deposited. Withdrawal of monies from such account shall be only by checks signed by such persons as are authorized by the Board.

9.7. A report of the accounts of the Association shall be made annually, no later than the first day of April of the year following the year for which the report is made. The report shall be deemed to be furnished to the Member upon its delivery or mailing to the Member at his or her last known address shown on the records of the Association.

Section 10. RULES AND REGULATIONS

The Board may at any meeting of the Board adopt rules and regulations or amend, modify or rescind then existing rules and regulations for the operation of a Villa Project; provided, however, that such rules and regulations are not inconsistent with the terms or provisions of the Documents. Copies of any rules and regulations promulgated, amended or rescinded shall be mailed or delivered to all Members at the last known address for such Members as shown on the records of the Association at the time of such delivery or mailing and shall not take effect until forty eight (48) hours after such delivery or mailing. Care shall be taken to insure that posted rules and regulations are conspicuously displayed and easily readable and that posted signs or announcements are designed with a view towards protection from weather and the elements. Posted rules and regulations which are torn down or lost shall be promptly replaced.

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Section 11. ROSTER OF MEMBERS

Each Member shall file with the Association a copy of the recorded deed or other document showing his or her ownership or right of use. The Association shall maintain such information. The Association may rely upon the accuracy of such information for all purposes until notified in writing of changes therein. Only Members of record with the Association on the date notice of any Meeting requiring their vote is given shall be entitled to notice of and to vote at such Meeting, unless prior to such Meeting other Members shall produce adequate evidence of their interest and shall waive in writing notice of such Meeting.

Section 12. PARLIAMENTARY RULES

The then latest edition of Robert's Rules of Order shall govern the conduct of meetings of all Members and the Board; provided, however, if such rules of order are in conflict with any of the Documents, Robert's Rules of Order shall yield to the provisions of such instrument.

Section 13. AMENDMENT OF THE BYLAWS

13.1. These Bylaws may be amended as hereinafter set forth in this Section 13.

13.2. After the Turnover Date (as defined in Paragraph X.C of the Articles), any Bylaw of the Association may be amended or repealed, and any new Bylaw of the Association may be adopted by either:

(i) majority vote of the Members at any Annual Members' Meeting or any special meeting of the Members called for

that purpose or by majority action of the Members who have acted by written response in lieu of a Meeting as permitted by these Bylaws; or

(ii) by the affirmative vote of a majority of the Directors then in office at any regular meeting of the Board or at any special meeting of the Board called for that purpose or by written instrument signed by all of the Directors as is permitted by these Bylaws, provided that the Directors shall not have any authority to adopt, amend or repeal any Bylaw if such new Bylaw or such amendment or the repeal of a Bylaw would be inconsistent with any Bylaw previously adopted by the Members.

13.3. Notwithstanding any of the foregoing provisions of this Section 13 to the contrary, until the Turnover Date, all amendments or modifications to these Bylaws and adoption or repeal of Bylaws shall only be made by action of the First Board, which First Board shall have the power to amend, modify, adopt and repeal any Bylaws without the requirement of any consent, approval or vote of the Members.

13.4. Notwithstanding the foregoing provisions of this Section 13, there shall be no amendment to these Bylaws which shall abridge, amend or alter the rights of:

(i) Developer, without the prior written consent thereto by Developer for so long as Developer holds at least one (1) Lot for sale in the ordinary course of business or has the right to add an additional Phase to a Villa Project by recording an amendment to a Declaration or create a new Villa Project by recording a Declaration; or

(ii) any Institutional Mortgagee without the prior written consent of such Institutional Mortgagee.

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13.5. Notwithstanding the foregoing provisions of this Section 13, until the Turnover Date, if a Villa Project is approved by the Federal Housing Authority ("FHA") and/or the Veterans' Administration ("VA"), the FHA and/or the VA shall have the right to veto any amendment to these Bylaws.

13.6. Any instrument amending, modifying, repealing or adding Bylaws shall identify the particular section or sections affected and give the exact language of such modification, amendment or addition or of the provisions repealed. A copy of each such amendment, modification, repeal or addition attested to by the Secretary or Assistant Secretary of the Association shall be recorded amongst the Public Records of the County.

Section 14. FINING PROCEDURE FOR ENFORCEMENT OF THE DOCUMENTS

14.1. Fines

A nonexclusive optional procedure for Board enforcement of the Documents, including the rules and regulations, shall be as follows:

14.1.1. First Offense (1st Notice)

When the Association becomes aware of noncompliance with a rule or regulation by an Owner, his lessee, or their family member, guest or invitee, the Association shall send a letter via certified or

registered mail return receipt requested to the Owner advising him of the rule or other provision in the Documents which he, his lessee, or their family member, guest or invitee has been accused of violating and warning that strict compliance with the Documents, including the rules and regulations will be required. Each day on which a violation occurs shall be deemed to be a separate offense.

14.1.2. Second Offense (2nd Notice)

If the Association receives a second report that a violation has been repeated or has been continued beyond the time specified within the first notice, the Board, after verifying the violation, may authorize a fine to be levied upon the Owner. The fine for a second offense may be up to Fifty Dollars ($50.00). Notice of a second violation shall be sent to the Owner by certified or registered mail, return receipt requested.

14.1.3. Third Offense (3rd Notice)

If the Association receives a third report that a violation has been repeated or has continued beyond the time specified within the second notice, the Board, after verifying the violation, may authorize a fine to be levied upon the Owner. The fine for a third offense may be up to One Hundred Dollars ($100.00).

14.1.4. Fourth Offense

For repeated offenses or in any case where the Board deems it appropriate, the Board may seek injunctive relief through court action.

14.2. Amount Of The Fines

A fine may be levied on the basis of each day a continuing violation, with a single notice and opportunity for hearing as set forth in the rules and regulations provided, however, that no such fine shall in the aggregate exceed Five Hundred Dollars ($500.00).

14.3. Exemptions

Any Owner may appear before the Association to seek an exemption from or variance in the applicability of any given rule or regulation as it relates to said person on grounds of undue hardship or other special circumstance.

14.4. Hearing

Before levying a fine against an Owner for failure to abide by any provision of the Documents the Board shall:

(a) Afford the Owner against whom the fine is sought to be levied an opportunity for hearing before a committee of other Owners after reasonable notice of not less that fourteen (14) days and said notice shall include:

(i) A statement of the date, time and place of the hearing;

(ii) A statement of the provisions of the Documents which have allegedly been violated; and

(iii) A short and plain statement of the matters asserted by the Association.

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In the event that the committee of Owners do not agree with the fine, a fine may not be levied.

(b) Provide an opportunity to the Owner against whom the fine may be levied to respond, present evidence and provide written and oral argument to the committee of other Owners on all issues involved and shall have an opportunity to review, challenge and respond to any other material being considered.

14.5. Other Remedies

The existence of the Association's right to fine as herein provided shall not preclude nor limit its right to seek any other enforcement method or remedy

(i) pursuant to the Documents;

(ii) at law; or

(iii) in equity.

COLONIAL LINKS VILLAS AT HERITAGE GREENS ASSOCIATION, INC.

By: _____
Tony Persichilli, President

Attest: _____
Robert Keek, Secretary

(SEAL)

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2180 IMMOKALEE RD #306
NAPLES FL 34110

Return To:
Prepared By:
Stephen D. McCann, P.A.
2180 Immokalee Road, Suite 306
Naples, Florida 34110

DECLARATION OF PROTECTIVE COVENANTS, RESTRICTIONS AND EASEMENTS FOR COLONIAL LINKS VILLAS AT HERITAGE GREENS

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TABLE OF CONTENTS

1. DEFINITIONS 2

2. DESCRIPTION OF IMPROVEMENTS IN PHASES 1 THROUGH 37; PHASE DEVELOPMENT 7
   - 2.1. Improvements in Phase 1 7
   - 2.2. Improvements in Phases 2 through 37 7
   - 2.3. Developer's Right to Change Descriptions. 8
   - 2.4. Plan of Phase Development 8
   - 2.5. Phase 1 Only 8
   - 2.6. Phases 2 through 37 8
   - 2.7. Right of Developer to Add or Not Add an Additional Phase 8
   - 2.8. Plan of Development for an Additional Phase if not Added to Colonial Links Villas 9
   - 2.9. Modification of the Phase Plan to include Additional Phases beyond Phase 37 9

3. CRESTVIEW RECREATION AREA 9
   - 3.1. Title to the Crestview Recreation Area. 9

4. RESIDENTIAL PROPERTY; CRESTVIEW RECREATION AREA; COMMON STRUCTURAL ELEMENTS; RULES AND REGULATIONS 10
   - 4.1. Residential Property 10
   - 4.2. Crestview Recreation Area 10
   - 4.3. Common Structural Elements 10
   - 4.4. Party Walls 11
   - 4.5. Rules and Regulations 12

5. MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION; BOARD; COMMUNITY ASSOCIATION 13
   - 5.1. Membership and Voting Rights 13
   - 5.2. Board 13
   - 5.3. Community Association 13

6. COVENANT TO PAY ASSESSMENTS FOR NEIGHBORHOOD EXPENSES; ESTABLISHMENT OF LIENS; COLLECTION OF ASSESSMENTS; COLLECTION BY DEVELOPER; CERTAIN RIGHTS OF DEVELOPER AND INSTITUTIONAL MORTGAGEES . . 13
   - 6.1. Affirmative Covenant to Pay Assessments for Neighborhood Expenses 13
   - 6.2. Establishment of Liens 13
   - 6.3. Collection of Assessments 14
   - 6.4. Collection by Developer 14
   - 6.5. Rights of Developer and Institutional Mortgagees to Pay Assessments and Receive Reimbursement. 15
   - 6.6. Developer Exemption 15

7. METHOD OF DETERMINING ASSESSMENTS AND ALLOCATION OF ASSESSMENTS 15
   - 7.1. Determining Amount of Assessments 15
   - 7.2. Assessment Payments 16
   - 7.3. Special Assessments 16
   - 7.4. Liability of Owners for Individual Lot Assessments 17
   - 7.5. Guaranteed Assessment During Guarantee Period . . 17
   - 7.6. Developer's Guaranteed Assessment Not the Obligation of Institutional Mortgagees 18
   - 7.7. Working Fund Contribution 18
   - 7.8. Exempt Property 19
   - 7.9. Crestview Recreation Area 19

8. NEIGHBORHOOD EXPENSES; CERTAIN ASSESSMENT CLASSIFICATIONS . . 19
   - 8.1. Taxes 19
   - 8.2. Utility Charges 19
   - 8.3. Insurance 19

COLLIER COUNTY CLERK OF CIRCUIT COURT COPY

8.4. Maintenance and Repair 19
8.5. Administrative and Operational Expenses 20
8.6. Compliance with Laws 20
8.7. Indemnification 20
8.8. Failure or Refusal of Owners to Pay Assessments . 20
8.9. Extraordinary Items 21
8.10. Matters of Special Assessments Generally 21
8.11. Costs of Reserves 21
8.12. Cable Television System 21
8.13. Miscellaneous Expenses 21

9. INSURANCE AND CONDEMNATION 22
9.1. Insurance to be Purchased by Each Owner 22
9.1.1. Homeowners Insurance 22
9.1.2. Flood Insurance 22
9.1.3. Liability Insurance 22
9.1.4. Casualty Insurance for Personal Property. . . 22
9.1.5. Failure of an Owner to Obtain Insurance . . . 22
9.1.6. Repair of Damaged Property 23
9.2. Insurance to be Purchased by the Association . . . 23
9.2.1. Fidelity Coverage 23
9.2.2. Director's and Officer's Liability Coverage. .24
9.2.3. Cancellation or Modification 24
9.3. Insurance Amounts 24
9.4. Insurance Proceeds 24

10. EASEMENTS 24
10.1. Recognition of Existing Easements 24
10.2. Grant and Reservation of Easements 24
10.2.1. Utility and Services Easements 25
10.2.2. Easement for Encroachment 25
10.2.3. Easement to Enter Upon Lots and Subject Properties 25
10.2.4. Drainage Easement Over Subject Property 25
10.2.5. Structural Cross Easements 26
10.3. Assignments 26
10.4. Limitation of Easements 26

11. OCCUPANCY AND USE RESTRICTIONS 26
11.1. Occupancy and Use Restrictions. 26
11.1.1. Single-Family Use 27
11.1.2. Maintenance of Property 27
11.1.3. Swales 28
11.1.4. Temporary Buildings, Etc. 28
11.1.5. Vehicles 28
11.1.6. Garages 29
11.1.7. Signs 29
11.1.8. Animals and Pets 29
11.1.9. Additions and Alterations 29
11.1.10. Barbecues 30
11.1.11. Increase in Insurance Rates 30
11.1.12. Water Supply 30
11.1.13. Mailboxes 30
11.1.14. Clotheslines 30
11.1.15. Fencing 30
11.1.16. Landscaping 30
11.1.17. Basketball Equipment, Play Equipment, Strollers, etc.. 31
11.1.18. Storm Precautions 31
11.1.19. Compliance with the Covenants. 31
11.1.20. Nuisances 31
11.1.21. Litter. 31
11.1.22. Pest Control 31
11.1.23. Antennae and Aerials 32
11.1.24. Quiet Enjoyment 32
11.2. Certain Rights of Developer 32

COLLIER COUNTY
COPY
CLERK OF CIRCUIT COURT

12. MAINTENANCE AND REPAIR OF THE SUBJECT PROPERTY 32
12.1. By Owners 32
12.1.1. Maintenance and Repair 33
12.1.2. Alterations 33
12.1.3. Painting and Association Approval . . . 33
12.1.4. Duty to Report 34
12.1.5. Failure of Owners to Perform Maintenance and or Repairs. 34
12.1.6. Liability for Actions 34
12.2. By the Association 34
12.2.1. Maintenance and Repair 35
12.2.2. Maintenance of Landscaping 35

13. GENERAL PROVISIONS 35
13.1. Conflict with Other Documents 35
13.2. Notices 35
13.3. Enforcement 36
13.4. Captions, Headings and Titles 36
13.5. Context 36
13.6. Severability 36
13.7. Certain Rights of Developer 37
13.8. Disputes as to Use 37
13.9. Amendment and Modification 38
13.10. Delegation 39
13.11. Term 39
13.12. Rights of Mortgagees 40
13.12.1. Right to Inspect Books, Records and Financial Statements 40
13.12.2. Rights of Listed Mortgagee 40
13.12.3. Right of Listed Mortgagee to Receive Financial Statement 40
13.13. Security 40
13.14. Approval of Association Lawsuits by Owners . . . 41
13.15. Compliance with Provisions 41

14. SALES, LEASES AND CONVEYANCES 42
14.1. Sale, Lease or Transfer 42
14.1.1. Notice to Association 42
14.1.2. Association's Election 42
14.1.3. Security Deposits. 43
14.2. Acquisition by Gift, Devise, Inheritance or Otherwise 43
14.2.1. Notification of Acquisition 43
14.2.2. Approval by Association 43
14.2.3. Approval by Default 44
14.3. Rights of Institutional Mortgagee in Event of Foreclosure 44
14.4. Fees for Processing Applications for Approval to Purchase or Lease 44
14.5. Rights of the Developer 44

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Return to: (enclose self-addressed stamped envelope)

Name:

Address:

This Instrument Prepared by:

Stephen D. McCann, P.A.
2180 Immokalee Road, Suite 306
Naples, FL 34110

SPACE ABOVE THIS LINE FOR PROCESSING DATA

SPACE ABOVE THIS LINE FOR PROCESSING DATA

DECLARATION OF PROTECTIVE COVENANTS, RESTRICTIONS AND EASEMENTS FOR COLONIAL Links VILLAS AT HERITAGE GREENS

THIS DECLARATION OF PROTECTIVE COVENANTS, RESTRICTIONS AND EASEMENTS FOR COLONIAL LINKS VILLAS AT HERITAGE GREENS (hereinafter referred to as the "Declaration") is made this ___ day of _____, _____ by Colonial Homes, Inc., a Florida Corporation, its successors and assigns, whose principal office is located at 12631 Westlinks Drive #1, Fort Myers, Florida 33913 ("Developer"), and is joined in by COLONIAL LINKS VILLAS AT HERITAGE GREENS ASSOCIATION, INC., a Florida corporation not for profit ("Association").

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WHEREAS, Developer is the owner in fee simple of the "Subject Property" which presently includes only the "Phase 1 Land" more particularly described on Exhibit A attached hereto and made a part hereof; and

WHEREAS, Developer desires to develop a community on the "Subject Property" to be known as "Colonial Links Villas at Heritage Greens" (as hereinafter defined), as hereinafter set forth; and

WHEREAS, Colonial Links Villas at Heritage Greens and the term "Subject Property" shall also include the land in additional "Phases" 2 through 37 (as hereinafter defined) if, as and when added to Colonial Links Villas at Heritage Greens pursuant to an amendment to this Declaration in accordance with Paragraph 2 hereof; and

WHEREAS, in order to develop and maintain "Colonial Links Villas at Heritage Greens" as a planned residential community and to preserve the values and amenities of such community, it is necessary to declare, commit and subject the Subject Property and the improvements now or hereafter constructed thereon to certain land use covenants, restrictions, reservations, regulations, burdens, liens, and easements; and to delegate and assign to the Association certain powers and duties of ownership, administration, operation, maintenance and enforcement; and

WHEREAS, the Association is joining in this Declaration in order to acknowledge its obligations hereunder.

NOW, THEREFORE, in consideration of the premises and covenants herein contained, Developer hereby declares that the Subject Property shall be owned, held, used, transferred, sold, conveyed, demised and occupied subject to the covenants, restrictions, easements, reservations, regulations, burdens and liens hereinafter set forth, all of which shall

run with the Subject Property and any part thereof and which shall be binding upon all parties having any right, title or interest in the Subject Property or any part thereof, their heirs, successors and assigns.

1. DEFINITIONS

1.1. "Articles" means the Articles of Incorporation of the Association, a copy of which is attached hereto and made a part hereof as Exhibit D, and any amendments thereto.

1.2. "Assessments" means the assessments for which all Owners are obligated to the Association and includes "Individual Lot Assessments," "Guaranteed Assessments" and "Special Assessments" (as such terms are defined in Article 6 hereof) and any and all other assessments which are levied by the Association in accordance with the Documents.

1.3. "Association" means Colonial Links Villas at Heritage Greens Association, Inc., a Florida corporation not for profit, organized by the Developer to be responsible for administering Colonial Links Villas. The Association is a Neighborhood Association.

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

1.5. "Building" means each building on the Subject Property containing Dwelling Units.

1.6. "Bylaws" means the Bylaws of the Association, a copy of which is attached hereto and made a part hereof as Exhibit E, and any amendments thereto.

1.6 a. "Colonial Links Condominium Association" means Colonial Links Condominium at Heritage Greens Association, Inc. which is the condominium association organized by the Developer to be responsible for administering Colonial Links Condominium at Heritage Greens. Colonial Links Condominium Association is a Neighborhood Association.

1.6 b. "Colonial Links Condominium at Heritage Greens" or "Colonial Links Condominium" means the residential condominium planned for development by Developer upon all or a portion of the parcel of real property described as Lots 14 and 20 through 32, Block A of the Plat. Colonial Links Condominium is one of the Neighborhoods in Heritage Greens.

1.6. c. "Colonial Links Villas at Heritage Greens" or "Colonial Links Villas" means the residential community planned for development by the Developer upon the Subject Property committed to land use under this Declaration. Colonial Links Villas is intended to include up to seventy four (74) Dwelling Units. Colonial Links Villas is one of the neighborhoods planned for Heritage Greens.

1.7. "Common Structural Elements" means certain elements, features or parts contained in a Building which are structural elements of more than one (1) Dwelling Unit contained therein as more particularly set forth in Paragraph 4.3.1. hereof.

1.8. "Community Association" means Heritage Greens Community Association, Inc., a Florida corporation not for profit, organized by Heritage Greens Development to administer the "Common Areas" (as defined in the Covenants) and having as its members the owners of lots and dwelling units within Heritage Greens.

1.9. "Completed Lot" means any Lot on which a Dwelling Unit has been constructed and for which a certificate of occupancy or an equivalent thereof has been issued by the appropriate government agency.

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1.10. "Completed Lot Owner" means the Owner of a Completed Lot.

1.11. "County" means Collier County, Florida.

1.12. "Covenants" means the Declaration of Covenants, Conditions and Restrictions for Heritage Greens recorded by Heritage Greens Development in Official Records Book 2337 Page 619 of the Public Records, and any amendments thereto.

1.13. "Crestview Condominium Association" means Crestview Condominium at Heritage Greens Association, Inc. which is the condominium association organized by Heritage Greens Construction to be responsible for administering Crestview Condominium at Heritage Greens. Crestview Condominium Association is a Neighborhood Association.

1.14. "Crestview Condominium at Heritage Greens" or "Crestview Condominium" means the residential condominium on Lots 13, and 15 through 19, Block A of the Plat, according to the Declaration of Condominium thereof recorded in Official Records Book 2420, Page 3036 of the Public Records of the County and amendments thereto. Crestview Condominium is one of the Neighborhoods in Heritage Greens. Crestview Condominium was developed by Heritage Greens Construction.

1.15. "Crestview at Heritage Greens" or "Crestview" means Lots 1 through 124, Block A and Tract X of the Plat. Crestview at Heritage Greens as presently planned includes four Neighborhoods. Two of these Neighborhoods, Colonial Links Villas at Heritage Greens and Colonial Links Condominium at Heritage Greens are being developed by Developer. The other two Neighborhoods, Crestview Villas at Heritage Greens and Crestview Condominium at Heritage Greens were developed by Heritage Greens Construction.

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1.16. "Crestview Owner" means the owner of a dwelling unit located in Crestview.

1.17. "Crestview Recreation Area" means Tract X of the Plat and the improvements thereon which were constructed by Heritage Greens Construction. The Crestview Recreation Area is to be used by Crestview Owners and their lessees and their family members, guests and invitees.

1.18. "Crestview Recreation Area Expenses" means the expenses for the operation, maintenance, repair or replacement of the Crestview Recreation Area, including but not limited to taxes and insurance incurred by the Association. Crestview Recreation Area Expenses shall not include reserves for capital expenditure and/or deferred maintenance.

1.19 "Crestview Villas Association" means Crestview Villas at Heritage Greens Association, Inc. which is the association organized by Heritage Greens Construction to be responsible for administering Crestview Villas at Heritage Greens. Crestview Villas Association is a Neighborhood Association.

1.19 a. "Crestview Villas at Heritage Greens" or "Crestview Villas" means the residential community on Lots 1, 2, 5 through 8, 11, 12, 97 through 114, and 121 through 124, Block A of the Plat. Crestview Villas is one of the Neighborhoods in Heritage Greens. Crestview Villas was developed by Heritage Greens Construction.

1.19 b. "Crestview Villas Declaration" means the Declaration of Protective Covenants, Restrictions and Easements for Crestview Villas at Heritage Greens recorded in Official Records Book 2393, Page 554 of the Public Records of the County and amendments thereto. The Crestview Villas Declaration together with its Exhibits are Neighborhood Covenants.

1.20. "Declaration" means this document and any amendments hereto. This Declaration together with its Exhibits are Neighborhood Covenants.

1.21. "Developer" means Colonial Homes, Inc., a Florida Corporation, its successors, grantees and assigns. A purchaser shall not, solely by the purchase of a Dwelling Unit or Lot, be deemed a successor, grantee or assign of Developer, or the rights of Developer under this Declaration or any other Document, unless such purchaser is specifically so designated a successor, grantee or assign of such rights in the respective instrument of conveyance or any other instrument executed by Developer. Colonial Homes, Inc. is developing only Colonial Links Villas and Colonial Links Condominium within Heritage Greens. Colonial Homes, Inc. did not develop Crestview Condominium or Crestview Villas which were developed by Heritage Greens Construction, a separate, independent entity.

1.22. "Director" means a member of the Board.

1.23. "District" means the Heritage Greens Community Development District, created pursuant to Chapter 190, Florida Statutes, to administer and operate all or portions of Heritage Greens to the extent permitted by Florida law.

1.24. "Documents" means in the aggregate this Declaration, the Plat, the Articles, the Bylaws, the Rules and Regulations of the Association, the Covenants, Articles of Incorporation, Bylaws and Rules and Regulations of the Community Association and all of the instruments and documents referred to therein, including, but not limited to, amendments to any of the foregoing, as applicable.

1.25. "Dwelling Unit" means a residential dwelling unit intended as an abode for one family constructed on the Subject Property.

1.26. "Heritage Greens" means the planned residential development being developed in the County by Heritage Greens Development in accordance with the "Plan for Development" set forth in Paragraph 2 of the Covenants.

1.26 a. "Heritage Greens Construction" means Heritage Greens Construction Limited Partnership, a Delaware limited partnership. Heritage Greens Construction developed Crestview Condominium and Crestview Villas and constructed the Crestview Recreation Area. Heritage Greens Construction is not associated or affiliated with Colonial Homes, Inc., which is a separate, independent entity.

1.26 b. "Heritage Greens Development" means Heritage Greens Development Limited Partnership, a Delaware limited partnership. Heritage Greens Development developed Heritage Greens. Heritage Greens Development is not associated or affiliated with Colonial Homes, Inc., which is a separate, independent entity.

1.27. "Institutional Mortgagee" means any lending institution owning a first mortgage covering a Dwelling Unit or Lot, including any of the following institutions:

(i) Any federal or state savings and loan or a building and loan association, or commercial bank or bank or real estate investment trust, or mortgage banking company or any subsidiary thereof; or

(ii) Any "secondary mortgage market institution," including the Federal National Mortgage Association, Government National Mortgage Association, Federal Home Loan Mortgage Corporation and such other secondary mortgage market institution as the Board shall hereafter approve in writing; or

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(iii) Any pension or profit-sharing funds qualified under the Internal Revenue Code; or

(iv) Any and all investing or lending institutions, or the successors and assigns of such lenders ("Lenders"), which have loaned money to Developer and which hold a mortgage upon any portion of the Subject Property securing such loans; or

(v) Such other institutional lenders as the Board shall hereafter approve in writing as an Institutional Mortgagee which have acquired a mortgage upon any portion of the Subject Property; or

(vi) Developer, if Developer holds a mortgage on any portion of the Subject Property and the transferee of any mortgage encumbering any portion of the Subject Property which was originally held by Developer; or

(vii) Any life insurance company; or

(viii) The Veterans Administration or the Federal Housing Administration or the Department of Housing and Urban Development.

1.28. "Interest" means the maximum nonusurious interest rate allowed by law on the subject debt or obligation, and if no such rate is designated by law, then eighteen percent (18%) per annum.

1.29. "Legal Fees" means reasonable fees for attorney and paralegal services incurred in connection with:

(i) negotiation and preparation for litigation, whether or not an action is actually begun, through and including all trial and appellate levels and post-judgment proceedings;

(ii) collection of past due Assessments, including, but not limited to, preparation of notices, liens and release of liens; and

(iii) court costs through and including all trial and appellate levels and post-judgment proceedings.

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1.30. "Lot" means one of the numbered parcels of land described on the Plat and included in the Subject Property upon which a Dwelling Unit is permitted to be or has been constructed and is part of the "Residential Property" (as hereinafter defined). For purposes of Individual Lot Assessments, a Lot is a Completed Lot, a Partially Completed Lot, or an Uncompleted Lot.

1.31. "Member" means a member of the Association.

1.32. "Neighborhood" means a residential condominium, or a group of single family homes or villas, or any other residential sub-area development within Heritage Greens, where all the lots and dwelling units are subject to a single common recorded declaration of Neighborhood Covenants.

1.33. "Neighborhood Association" means a condominium association, an incorporated homeowners association as defined in Section 617.301, Florida Statutes (1997), or any other incorporated mandatory membership property owners association operating a Neighborhood or Neighborhoods or facilities or property serving two or more Neighborhoods.

1.34. "Neighborhood Covenants" are any and all covenants, conditions, restrictions and other provisions imposed by recorded declaration of covenants, declaration of condominium or other similar

instrument, that are applicable to one or more specific Neighborhoods to the exclusion of all others. The term also includes the recorded Articles of Incorporation and Bylaws of the Neighborhood Association as amended from time to time.

1.35. "Neighborhood Expenses" means the expenses for which Owners are liable to the Association as described in this Declaration and any other Document and include, but are not limited to, the costs and expenses incurred by the Association in administering, operating, maintaining or repairing, the Common Structural Elements or any portion thereof and improvements thereon and the landscaping on the Lots, the Association's share of the Crestview Recreation Expenses and all costs and expenses incurred by the Association in carrying out its powers and duties hereunder or under any other Document including, but not limited to, the cost of any Reserves and any other expenses designated to be Neighborhood Expenses by the Board.

1.36. "Owner" means the owner of the fee simple title to a Lot and includes Developer for so long as Developer is the owner of the fee simple title to a Lot.

1.37. "Partially Completed Lot" means any Lot within the Subject Property which has received a building permit or its equivalent from the appropriate governmental agency for the Dwelling Unit(s) proposed for such Lot(s), but has not yet received for such Dwelling Unit(s) a certificate of occupancy or its equivalent from the appropriate governmental agency.

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1.38. "Partially Completed Lot Owner" means the owner of a Partially Completed Lot.

1.39. "Phase" means certain land and improvements which may become a portion of Colonial Links Villas at Heritage Greens as more particularly described in Paragraph 2 hereof.

1.40. "Phase 1" means the Phase 1 Land and any improvements thereon and constitutes the initial Phase of Colonial Links Villas at Heritage Greens.

1.41. "Phase 1 Land" means the Subject Property included in Colonial Links Villas at Heritage Greens pursuant to this Declaration as more particularly described in Exhibit A attached hereto and made a part hereof.

1.42. "Plat" means the plat of Heritage Greens, as recorded in Plat Book 28 Pages 78-94 of the Public Records of the County.

1.43. "Public Records" means the Public Records of the County.

1.44. "Reserves" means the funds necessary to establish an adequate reserve fund as more particularly defined in Paragraph 8.11 hereof.

1.45. "Subject Property" means the Phase 1 Land and shall also include the land within an additional Phase, if as and when such additional Phase is added to Colonial Links Villas at Heritage Greens pursuant to an amendment to this Declaration in accordance with Paragraph 2 hereof.

1.46. "Turnover Date" means the date on which Developer relinquishes control of the Association, as more particularly described in Paragraph X.C of the Articles.

1.47. "Uncompleted Lot" means any Lot within the Subject Property for which neither a building permit or its equivalent nor a

certificate of occupancy or its equivalent has been issued by the appropriate government agency.

1.48. "Uncompleted Lot Owner" means the Owner of an Uncompleted Lot.

2. DESCRIPTION OF IMPROVEMENTS IN PHASES 1 THROUGH 37; PHASE DEVELOPMENT

2.1. Improvements in Phase 1

2.1.1. The Phase 1 Land and improvements being included in Colonial Links Villas pursuant to this Declaration are described on the "Phase 1 Sketch" (as hereinafter defined). The Phase 1 Land includes Lots 117 and 118, Block A of the Plat. The improvements intended to be constructed on the Phase 1 Land include one (1) Building ("Building 1") containing, in addition to the Common Structural Elements therein, two (2) Dwelling Units. Each Dwelling Unit within Building 1 shall be located on its own Lot. The types of Dwelling Units in Phase 1 are subject to variation as more particularly described in Paragraph 2.3 hereof.

2.1.2. Recreational amenities have been constructed upon Tract X of the Plat which is the Crestview Recreation Area. The Crestview Recreation Area will serve all of Crestview. Crestview as presently planned includes 104 villa dwelling units on Lots 1 through 12 inclusive and Lots 33 through 124 inclusive, all of Block A of the Plat and 80 condominium dwelling units on Lots 13 through 32, Block A of the Plat. Therefore, based on present plans the Crestview Recreation Area will serve 184 dwelling units.

2.1.3. Annexed hereto as Exhibit B and made a part hereof is a sketch of the Phase 1 Land and a graphic description of the improvements thereon hereinafter referred to as the "Phase 1 Sketch," which Phase 1 Sketch identifies, among other things, each Dwelling Unit.

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2.2. Improvements in Phases 2 through 37.

The Developer is developing Colonial Links Villas in Phases. In addition to the Phase 1 Land being included in Colonial Links Villas pursuant to this Declaration, the Developer contemplates that additional Lots and improvements may, by amendment hereto, be added to Colonial Links Villas as additional Phases 2 through 37 (as hereinafter more particularly described). Exhibit C hereto sets forth the Lots included in each Phase. Notwithstanding the numerical sequence of the Phases or any inference that can be drawn therefrom, Developer hereby reserves the right to add Phases subsequent to Phase 1 to Colonial Links Villas in any sequence. If additional Phases are added to Colonial Links Villas, Colonial Links Villas shall be enlarged and expanded so as to encompass and include the real property and the improvements thereon which are included in Colonial Links Villas as such additional Phase or Phases. However, Developer hereby reserves the right to alter the architectural design of any and all Dwelling Units, Buildings, Common Structural Elements or landscaping of such additional Phase or Phases.

The types of Dwelling Units in additional Phases are subject to variation as more particularly described in Paragraph 2.3 hereof.

An additional Phase, if added to Colonial Links Villas by an Amendment to this Declaration, shall consist of the two Lots described in the Amendment. There shall be attached to an Amendment hereto adding an additional Phase to Colonial Links Villas, a sketch of the two Lots and improvements for such Phase. The improvements within each such Phase shall include one (1) Building, which shall contain two (2) Dwelling Units.

Each Dwelling Unit in any such Phase will be identified by the Lot on which it is located.

2.3. Developer's Right to Change Descriptions

The descriptions relating to Phases in this Paragraph 2 or Exhibits hereto, including, but not limited to, legal, graphic, numerical, narrative and the like, are approximations. Developer reserves the right to change such descriptions as to a Phase and the location of the Building, or Common Structural Elements and other improvements shown on the applicable sketch of improvements (i.e. the Phase 1 Sketch attached as Exhibit B hereto, the Sketches for Phases 2 through 37 attached to Amendments to this Declaration) and to change the Dwelling Unit type, the Building type, or Common Structural Elements in a Phase to the extent described herein by recording an amendment hereto, including the amendment adding such Phase to Colonial Links Villas, until such time as Developer conveys a Dwelling Unit in such Phase to an Owner. Such an amendment shall not require the execution thereof by Owners other than Developer or the execution thereof by the Association, an Institutional Lender or any other person(s) or entity. Developer may make nonmaterial changes in the legal description of a Phase.

2.4. Plan of Phase Development

Developer is developing Colonial Links Villas as a phase project as set forth in this Paragraph 2. The Phase 1 Land and improvements thereon, as described on the Phase 1 Sketch, constitute the initial phase of Colonial Links Villas at Heritage Greens. Developer anticipates that the land in each additional Phase (Phases 2 through 37) and any improvements now or hereafter located thereon may become part of Colonial Links Villas by recordation of an amendment ("Amendment") to this Declaration. The Amendment shall be executed by Developer alone and shall be recorded amongst the Public Records. Attached to the Amendment shall be the Phase Sketch for the Phase being added. If and when an additional Phase is added to Colonial Links Villas, Colonial Links Villas shall be enlarged and expanded so as to encompass and include the land in the additional Phase and the improvements thereon including the Dwelling Units and the Common Structural Elements. Upon the recording of an Amendment to this Declaration adding a Phase to Colonial Links Villas, such Phase shall be deemed part of the Subject Property as if it were originally included therein and shall be subject to this Declaration.

If an additional Phase is not added as part of Colonial Villas by the recording of an Amendment to this Declaration, no portion of such Phase shall become a part of Colonial Links Villas.

2.5. Phase 1 Only

If only Phase 1 is included in Colonial Links Villas pursuant to this Declaration, there will be two (2) Dwelling Units.

2.6. Phases 1 through 37

If Phases 1 through 37 are included in Colonial Links Villas pursuant to this Declaration and amendments hereto, there will be a total of seventy four (74) Dwelling Units.

2.7. Right of Developer to Add or Not Add an Additional Phase

Nothing in this Declaration shall require Developer to add an additional Phase to Colonial Links Villas. Developer reserves the absolute right, in its sole discretion, to decide whether or not to add an additional Phase as part of Colonial Links Villas. Therefore, notwithstanding anything contained in this Declaration to the contrary, no portion of an additional Phase shall be affected or encumbered by this

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Declaration unless and until such Phase is added to Colonial Links Villas by the recording of an Amendment to this Declaration amongst the Public Records. Notwithstanding that the foregoing portion of this Paragraph 2.7 is self-operative, in the event that Developer decides not to add an additional Phase to Colonial Links Villas, there shall be filed amongst the Public Records, a statement that Developer has decided not to add such Phase to Colonial Links Villas ("Phase Withdrawal Statement"). The effect of filing a Phase Withdrawal Statement shall be that such Phase shall not be part of Colonial Links Villas.

2.8. Plan of Development for an Additional Phase if Not Added to Colonial Links Villas

2.8.1. If the Developer does not add a Phase as part of Colonial Links Villas and the Developer files amongst the Public Records a Phase Withdrawal Statement for such Phase, then any villa project on such Phase, unless otherwise determined by Developer, shall be administered by the Association in accordance with the declaration of covenants for such villa project and the Articles and Bylaws of the Association.

2.8.2. Notwithstanding anything contained herein to the contrary, in the event Developer records a Phase Withdrawal Statement amongst the Public Records, then Developer shall have all rights permissible by law with respect to the ownership and development of such Phase. The Developer hereby reserves the right to use the name "Colonial Links Villas at Heritage Greens" as part of the designation of such development. Nothing contained herein shall be construed as obligating Developer to construct any future Phases or to construct such Phases according to the present plan of development.

2.9 Modification of the Phase Plan to Include Additional Phases Beyond Phase 37.

Developer's present plans are to include not more than 74 Dwelling Units (37 Phases) in Colonial Links Villas and to develop Lots 14 and 20 through 32, Block A of the Plat with up to 56 condominium units ("Additional Property"). Developer reserves the right to include all or a portion of the Additional Property in Colonial Links Villas if Developer elects not to construct condominium units thereon. If all or a portion of the Additional Property will be included in Colonial Links Villas, Developer may add such portions of the Additional Property to Colonial Links Villas by recording an amendment hereto describing the additional Phases (Phase 38, 39, etc.) that Developer may add to Colonial Links Villas ("Phase Plan Amendment").

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3. CRESTVIEW RECREATION AREA

3.1. Title to the Crestview Recreation Area

The Crestview Recreation Area shall be for the joint and several use in common of Crestview Owners and their lessees and their family members, guests and invitees as established by the Crestview Villas Declaration and/or two or more easements granted or to be granted by Heritage Greens Construction which built the Crestview Recreation Area. Such easements are presently the Grant of Easement and Easement Agreement for Crestview Recreation Area for the benefit of (a) Crestview Condominium recorded in Official Records Book 2393, Page 542; and (b) Colonial Links Villas and Colonial Links Condominium recorded in Official Records Book 2794, Page 612, both of the Public Records of the County. Each such owner or the Neighborhood Association of which such owner is a member shall be responsible for a pro rata share of the costs and expenses of the Crestview Recreation Area. When title to all of the Crestview lots and dwelling units has been conveyed to purchasers who are not assignees of the Heritage Greens Construction, or earlier, at Heritage Greens Construction's option exercisable from time to time, Heritage Greens

Construction shall convey and transfer to the Crestview Villas Association, by quit claim deed, the fee simple title to the Crestview Recreation Area. Such conveyance shall be subject to the use rights of Crestview Owners and their lessees and their family members, guests and invitees any real estate taxes and assessments for the year in which the Crestview Villas Declaration is recorded and subsequent years; any agreements, easements, covenants, conditions, restrictions, reservations and limitations then of record; any zoning ordinances then applicable; the Covenants; and the Crestview Villas Declaration.

4. RESIDENTIAL PROPERTY; CRESTVIEW RECREATION AREA; COMMON STRUCTURAL ELEMENTS; RULES AND REGULATIONS

4.1 Residential Property

"Residential Property" means those portions of the Subject Property which may be developed with Dwelling Units and/or residential facilities to serve such Dwelling Units and shall be for residential use only. All portions of the Subject Property, unless designated for other designated uses in an amendment to this Declaration, shall constitute Residential Property.

4.2 Crestview Recreation Area

The Crestview Recreation Area shall be for the joint and several use in common of all Crestview Owners and their lessees and their family members, guests and invitees as established by the Crestview Villas Declaration and/or two or more easements granted or to be granted by the Heritage Greens Construction. The Crestview Recreation Area shall be used by the Association and Crestview Owners and their lessees and their family members, guests and invitees in accordance with the Crestview Villas Declaration and said easements. The Crestview Recreation Area is maintained by the Crestview Villas Association.

The Crestview Recreation Area shall be used for recreational and social purposes in accordance with the improvement thereof made by Heritage Greens Construction, and thereafter kept and maintained by the Crestview Villas Association substantially in accordance with the improvements thereon made by Heritage Greens Construction or the requirements of the applicable government agencies. The Crestview Villas Association with prior written consent of the other Crestview Neighborhood Associations, shall have the absolute right, in its sole discretion, to modify the appearance and amenities of the Crestview Recreation Area.

HERITAGE GREENS CONSTRUCTION, CRESTVIEW VILLAS ASSOCIATION, DEVELOPER AND THE ASSOCIATION SHALL NOT BE OBLIGATED TO PROVIDE SUPERVISORY PERSONNEL FOR THE CRESTVIEW RECREATION AREA, INCLUDING, BUT NOT LIMITED TO, LIFEGUARDS. ANY INDIVIDUAL USING THE CRESTVIEW RECREATION AREA SHALL DO SO AT HIS OR HER OWN RISK AND HEREBY HOLDS HERITAGE GREENS CONSTRUCTION, CRESTVIEW VILLAS ASSOCIATION, DEVELOPER AND THE ASSOCIATION HARMLESS FROM AND AGAINST CLAIM OR LOSS ARISING FROM SUCH USE.

The Crestview Recreation Area shall be kept and maintained for use in a manner consistent with the nature of improvements located, or to be located thereon.

4.3 Common Structural Elements

4.3.1. Each Building shall contain Common Structural Elements which include, but are not limited to, the following:

(a) Utility Lines. All utility lines, ducts, conduits, pipes, wires and other utility fixtures and appurtenances which are located on or within the Building and which directly or

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indirectly in any way service more than one (1) Dwelling Unit in the Building.

(b) Roofing. The entire roof of the Building, any and all roof support structures, and any and all appurtenances to such roof and roof support structures, including, without limitation, the roof covering, roof trim and roof drainage fixtures, all of which are collectively referred to herein as the "Roofing."

(c) Bearing Walls. Any and all walls or columns necessary to support the roof structure, all of which are collectively referred to herein as "Bearing Walls." Bearing Walls may be Party Walls as set forth in Paragraph 4.4 hereof.

(d) Exterior Finish. Any and all siding, finish, trim, exterior sheathings and other exterior materials and appurtenances on the exterior of the Building, all of which are collectively referred to herein as the "Exterior Finish."

(e) Flooring. The entire concrete floor slab or wood floor system if utilized in lieu thereof and all foundational and support structures and appurtenances thereto, all of which are collectively referred to as the "Flooring."

(f) Privacy Walls. The walls (other than "Party Walls" as defined hereinbelow) or fences erected or which may be erected along the Lot lines of the Lots or on the Lots and all foundational and support structures with respect thereto.

4.3.2. Should the Common Structural Elements or a part thereof extend beyond the Lot, same shall not be deemed to violate the provisions of this Declaration and such easements as may be necessary to accommodate and permit the Common Structural Elements as same shall be constructed are hereby imposed.

4.3.3. Notwithstanding any provision in this Declaration to the contrary, in the event any Common Structural Element or part thereof located within a Dwelling Unit or Lot requires maintenance, repair or replacement and the Board determines that the necessity for such maintenance, repair or replacement was not due to any act or failure to act on the part of the Owner of the Dwelling Unit in question and the cost of such maintenance, repair or replacement would result in an inequitable and unfair burden upon any particular Dwelling Unit, then upon such determination by the Board, the cost of such maintenance, repair or replacement shall be determined to be the subject of a Special Assessment and shared equally by the Dwelling Units comprising the Building.

4.4. Party Walls

The common walls between two (2) Dwelling Units located upon the Lot line between said Dwelling Units ("Party Walls"), shall be owned by the Owners of the Dwelling Units adjacent thereto as tenants in common, notwithstanding that such wall is found to be not on the Lot line. Party Walls shall be for the perpetual benefit of and use by each Owner, including such Owner's heirs, assigns, successors and grantees, of each such adjacent Dwelling Unit. Each Owner shall have the right to the full use of said Party Wall for whatever purpose he or she chooses to employ, subject to the limitation that such use shall not infringe on the rights of the Owner of the adjoining Dwelling Unit or his or her enjoyment of the Party Wall or in any manner impair the value of said Party Wall. No opening of any kind or windows shall be permitted in any Party Wall. If a Party Wall or Privacy Wall is destroyed or damaged by fire or other casualty, any Owner ("Repairing Owner") adjacent thereto may restore it in accordance with the provisions of this Declaration, and the Owner ("Non-Repairing Owner") of the adjoining Lot shall reimburse the

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Repairing Owner for one-half (½) of the cost of restoration thereof ("Contribution Amount") without prejudice, however, to the right of the Repairing Owner to call for a larger contribution from the Non-Repairing Owner or for the Non-Repairing Owner to call for a lesser contribution under any rule of law regarding liability for negligent or willful acts or omission.

Notwithstanding any other provision of this Declaration, an Owner who by his negligent or willful act causes the Party Wall to be exposed to the elements shall bear the whole cost of furnishing the necessary protection against such elements.

The right of a Repairing Owner to the Contribution Amount from the Non-Repairing Owner under this Paragraph 4.4 shall be appurtenant to the Repairing Owner's Lot and shall pass to the Repairing Owner's successors in title and shall constitute a lien on the Non-Repairing Owner's Lot which lien is subject to the same terms and provisions as the lien described in Paragraph 6 hereof except that the Repairing Owner instead of the Association executes and records the claim of lien and forecloses it. The claim of lien shall also secure Interest and Legal Fees. The Non-Repairing Owner shall be personally liable to the Repairing Owner for the Contribution Amount under this paragraph 4.4 plus Interest and Legal Fees.

Whenever a Party Wall or Privacy Wall or any part thereof shall be rebuilt, it shall be reconstructed in the same manner and be of the same size and of the same or similar materials of like quality, and at the same location where it was initially constructed; provided, however, if such maintenance, repair or construction is brought about solely by the neglect or the willful misconduct of one (1) Owner, including such Owner's family members, guests, invitees and lessees, any expense incidental thereto shall be borne solely by such wrongdoer. If any Owner shall refuse to pay his or her share, all or part of such cost in the case of negligence or willful misconduct, the adjoining Owner may have such Party Wall or Privacy Wall repaired or reconstructed and shall be entitled to a lien on the Lot and Dwelling Unit of the Owner so failing to pay for the amount of such defaulting Owner's share of the repair or replacement. If an Owner shall give or shall have given a mortgage or mortgages upon such Owner's Dwelling Unit, then the mortgagee shall have the full right at its option to exercise the right to add to the outstanding balance of such mortgage any amounts paid by the mortgagee for repair or replacement of the Party Wall. If an Owner shall cease to use the wall as a Party Wall, such Owner shall be deemed to have abandoned all rights thereto, and the wall shall become the property of the adjacent Owner, who shall have an easement upon the Subject Property under the wall so long as the wall shall be used by such Owner. Any Owner removing his or her improvements from the Party Wall or making any use of the Party Wall shall do so in such manner as to preserve all rights of the adjacent Owner in the Party Wall, and shall save the adjacent Owner harmless from all damage caused thereby to improvements then existing. In the event repairs or reconstruction shall be necessary, all necessary entries on the adjacent Dwelling Unit shall not be deemed a trespass so long as the repairs and reconstruction shall be done in a workmanlike manner, and consent is hereby deemed given to enter on the adjacent Dwelling Unit and Lot to effect necessary repairs and reconstruction.

4.5. Rules and Regulations

The Association may, from time to time, impose rules and regulations regulating the use and enjoyment of the Residential Property. The rules and regulations so promulgated shall, in all respects, be consistent with the provisions of the Documents.

5. MEMBERSHIP AND VOTING RIGHTS IN THE ASSOCIATION; BOARD; COMMUNITY ASSOCIATION

5.1. Membership and Voting Rights

Membership in the Association shall be established and terminated as set forth in the Articles. Each Member shall be entitled to the benefit of, and be subject to, the provisions of the Documents. The voting rights of the Members shall be as set forth in the Articles.

5.2. Board

The Association shall be governed by the Board, which shall be appointed, designated or elected, as the case may be, as set forth in the Articles.

5.3. Community Association

The Owners shall also be members of the Community Association. The Community Association has been organized for the purpose of administering the covenants and obligations relating to the Common Areas as set forth in the Covenants. As members of the Community Association, all Owners acquire the benefits as to the use of the Common Areas and the obligation to pay assessments to the Community Association.

6. COVENANT TO PAY ASSESSMENTS FOR NEIGHBORHOOD EXPENSES; ESTABLISHMENT OF LIENS; COLLECTION OF ASSESSMENTS; COLLECTION BY DEVELOPER; CERTAIN RIGHTS OF DEVELOPER AND INSTITUTIONAL MORTGAGEES

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6.1. Affirmative Covenant to Pay Assessments for Neighborhood Expenses

In order to:

(i) fulfill the terms, provisions, covenants and conditions contained in the Documents;

(ii) maintain, operate and preserve the Common Structural Elements for the use, safety, welfare and benefit of the Owners and their family members, guests, invitees and lessees; and

(iii) pay the Association's share of the Crestview Recreation Area expenses. There is hereby imposed upon each Lot and each Owner the affirmative covenant and obligation to pay to the Association (in the manner herein set forth) all Assessments including, but not limited to, the Individual Lot Assessments, Guaranteed Assessments and Special Assessments.

This obligation commences for Lots in Phase 1 as of the recordation in the Public Records of the Declaration and commences for Lots in a subsequent Phase as of the recordation in the Public Records of the Amendment including such subsequent Phase in Colonial Links Villas at Heritage Greens. Each Owner by acceptance of a deed or other instrument of conveyance conveying a Lot within the Subject Property, whether or not it shall be so expressed in such deed or instrument, shall be obligated and agrees to pay to the Association all Assessments in accordance with the provisions of the Documents.

6.2. Establishment of Liens

Any and all Assessments made by the Association in accordance with the provisions of the Documents with Interest thereon and costs of collection including, but not limited to, Legal Fees, are hereby declared to be a charge and continuing lien upon each Lot against which each such Assessment is made. Each Assessment against a Lot, together with

Interest thereon including, but not limited to, Legal Fees, shall be the personal obligation of the Owner of such Lot. Said lien shall be effective only from and after the time of the recordation amongst the Public Records of a written, acknowledged statement by the Association setting forth the amount due to the Association as of the date the statement is signed. The claim of lien secures all unpaid assessments and charges coming due prior to a final judgment of foreclosure. Upon full payment of all sums secured by that lien, the party making payment shall be entitled to a satisfaction of the statement of lien in recordable form. Notwithstanding anything to the contrary herein contained, where an Institutional Mortgagee of record obtains title to a Lot as a result of foreclosure of its mortgage or deed in lieu of foreclosure, such acquiror of title, its successors or assigns, shall not be liable for the share of Assessments pertaining to such Lot or chargeable to the former Owner thereof which became due prior to the acquisition of title as a result of the foreclosure or deed in lieu thereof, unless the Assessment against the Lot in question is secured by a claim of lien for assessments that is recorded prior to the recordation of the mortgage which was foreclosed or with respect to which a deed in lieu of foreclosure was given.

6.3. Collection of Assessments

In the event any Owner shall fail to pay any Assessment, or installment thereof, charged to such Owner within fifteen (15) days after the same becomes due, then the Association, through its Board, shall have any and all of the following remedies to the extent permitted by law, which remedies are cumulative and which remedies are not in lieu of, but are in addition to, all other remedies available to the Association:

6.3.1. To accelerate the entire amount of any Assessments for the remainder of the calendar year notwithstanding any provisions for the payment thereof in installments.

6.3.2. To advance on behalf of the Owner(s) in default funds to accomplish the needs of the Association, up to and including the full amount for which such Owner(s) is liable to the Association and the amount or amounts of monies so advanced, together with Interest and all costs of collection thereof including, but not limited to, Legal Fees, may thereupon be collected by the Association and such advance by the Association shall not waive the default.

6.3.3. To file an action in equity to foreclose its lien at any time after the effective date thereof. The lien may be foreclosed by an action in the name of the Association in like manner as a foreclosure of a mortgage on real property.

6.3.4. To file an action at law to collect said Assessment plus Interest and Legal Fees, without waiving any lien rights or rights of foreclosure in the Association.

6.3.5. To charge Interest on such Assessment from the date it becomes due, as well as a reasonable late charge as determined from time to time by the Board to defray additional collection costs.

6.4. Collection by Developer

In the event for any reason the Association shall fail to collect the Assessments, then, in that event, Developer shall at all times have the right (but not the obligation):

(i) to advance such sums as the Association could have advanced as set forth above; and

(ii) to collect such Assessments and, if applicable, any such sums advanced by Developer; using the remedies available to the

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Association against an Owner as set forth in Paragraph 6.3, which remedies (including, but not limited to, recovery of Legal Fees) are hereby declared to be available to Developer.

6.5. Rights of Developer and Institutional Mortgagees to Pay Assessments and Receive Reimbursement

Developer and any Institutional Mortgagees shall have the right, but not the obligation, jointly or severally, and at their sole option, to pay any of the Assessments which are in default and which may or have become a charge against any Lots. Notwithstanding the foregoing, any Institutional Mortgagee who takes title to any Lot(s) shall pay any and all Assessments pursuant to Section 7 from and after the date of such acquisition. Further, Developer and any Institutional Mortgagees shall have the right, but not the obligation, jointly or singularly, and, at their sole option, to pay insurance premiums or fidelity bond premiums or other required items of Neighborhood Expenses on behalf of the Association where the same are overdue and where lapses in policies or services may occur. Developer and any Institutional Mortgagees paying overdue Neighborhood Expenses on behalf of the Association will be entitled to immediate reimbursement from the Association plus Interest and any costs of collection including, but not limited to, Legal Fees, and the Association shall execute an instrument in recordable form to this effect and deliver the original of such instrument to each Institutional Mortgagee who is so entitled to reimbursement and to Developer if Developer is entitled to reimbursement.

6.6. Developer Exemption

Notwithstanding anything herein to the contrary, Developer shall not be liable for any Assessments as long as Developer pays all deficits in operation of the Association above the Assessments received from other Owners in accordance in paragraph 7.5 below. In calculating such deficit, only actual operating expenses and Reserves for the Common Structural Elements shall be included. Reserves for the Crestview Recreation Area and capital expenses shall not be included in calculating such deficit.

COLLIER COUNTY CLERK OF THE CIRCUIT COURT

7. METHOD OF DETERMINING ASSESSMENTS AND ALLOCATION OF ASSESSMENTS

7.1. Determining Amount of Assessments

The total anticipated Neighborhood Expenses for each calendar year shall be the sum necessary for the maintenance and operation of the Common Structural Elements and landscaping on the Lots and the Association's share of the Crestview Recreation Area Expenses as set forth in the budget prepared by the Board as required under the Documents. Each Completed Lot, each Partially Completed Lot, and each Uncompleted Lot shall be assessed its *pro rata* portion of the Neighborhood Expenses, which shall be the "Individual Lot Assessment" as to each Lot. The Individual Lot Assessment shall be based upon the level of service and state of the Lot's development, as follows:

(i) a Completed Lot Owner shall pay on a one hundred to one (100:1) ratio as compared to an Uncompleted Lot Owner; and

(ii) a Partially Completed Lot Owner shall pay on a ten to one (10:1) ratio as compared to an Uncompleted Lot Owner.

Therefore, the Neighborhood Expenses shall be divided by the total of the number of Completed Lots multiplied by one hundred (100), plus the number of Partially Completed Lots multiplied by ten (10), plus the number of Uncompleted Lots multiplied by one (1). The quotient thus arrived at shall constitute the "Individual Lot Assessment" for an Uncompleted Lot, said quotient multiplied by ten (10) shall be the Individual Lot Assessment for a Partially Completed Lot, and said

quotient multiplied by one hundred (100) shall be the Individual Lot Assessment for a Completed Lot. The number of Completed Lots, Partially Completed Lots, and Uncompleted Lots shall be adjusted quarterly, as needed, as hereinafter set forth. At such time as Developer has completed all of the Dwelling Units, each Lot shall be a Completed Lot and the Individual Lot Assessment shall be equal for each Lot. Notwithstanding anything in the Documents to the contrary, any assessment for legal expenses incurred by the Association to begin legal proceedings against Developer shall be deemed a Neighborhood Expense which is the subject of a Special Assessment only, requiring the vote of the Members (as set forth in Paragraph 13.14 hereof) and not the subject of a regular Individual Lot Assessment.

7.2. Assessment Payments

The Individual Lot Assessments shall be payable monthly or quarterly, in advance, on the first day of each month or quarter of each year as determined by the Board. The Individual Lot Assessments, and the monthly or quarterly installments thereof, as well as all Assessments provided for herein and all installments thereof, shall be adjusted from time to time by the Board to reflect changes in the number and status of the Lots as to the number of Completed Lots, Partially Completed Lots, and Uncompleted Lots or changes in the budget or in the event that the Board determines that the Assessments or any installment thereof is either less than or more than the amount actually required.

When a Lot is added to Colonial Links Villas at Heritage Greens and made subject to this Declaration by recording an Amendment hereto amongst the Public Records during a period with respect to which an Assessment or installment thereof has already been assessed, such Lot shall be deemed assessed the amount of such Assessment or installment thereof which was assessed against Uncompleted Lots, Partially Completed Lots or Completed Lots, as applicable, in existence at the time of such Assessment, prorated from the date the Lot became subject to this Declaration pursuant to an Amendment hereto through the end of the period in question. If the payment of such assessment or installment thereof was due at the time the Lot became subject to this Declaration pursuant to an Amendment hereto, said prorated amount thereof shall be immediately due and payable.

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When a Lot becomes a Partially Completed Lot or a Completed Lot during a period with respect to which an Assessment or installment thereof has already been assessed, such Partially Completed Lot or Completed Lot shall be deemed assessed the amount of such Assessment or installment thereof which was assessed against Partially Completed Lots or Completed Lots, as applicable, in existence at the time of such Assessment, prorated from the date the Lot became a Partially Completed Lot through the end of the period in question, or from the date the Partially Completed Lot became a Completed Lot through the end of the period in question, as applicable. If the payment of such assessment or installment thereof was due at the time the Lot became a Partially Completed Lot, Completed Lot or prior thereto, said prorated amount thereof shall be immediately due and payable. Likewise, the amount paid with respect to such Partially Completed Lot or Completed Lot based upon the Lot's status as an Uncompleted Lot or Partially Completed Lot, prorated from the date the Uncompleted Lot became a Partially Completed Lot or the Partially Completed Lot became a Completed Lot to the end of the period in question, shall be credited against such amount owed as a Partially Completed Lot or a Completed Lot.

7.3. Special Assessments

"Special Assessments" include, in addition to other Assessments designated as Special Assessments in the Documents, those Assessments which are levied for capital improvements which include the Association's share of the costs of constructing or acquiring improvements for, or on,

the Crestview Recreation Area or the cost of reconstructing or replacing such improvements. Notwithstanding anything to the contrary herein contained, it is recognized and declared that Special Assessments shall be in addition to, and are not part of, any Guaranteed Assessment under any of the Documents and any such Special Assessments assessed against Lots and Owners thereof shall be paid by such Owners in addition to any such Guaranteed Assessments. Special Assessments shall be assessed in the same manner as the Individual Lot Assessment; provided, however, a Special Assessment for capital improvements may not be assessed to Developer or against Lots owned by Developer without the consent of Developer; and provided, however, a Special Assessment may be levied against only a single Lot if elsewhere provided for herein. Special Assessments shall be paid in such installments or in a lump sum as the Board shall, from time to time, determine. The Board, in its sole discretion, may levy a Special Assessment in an amount up to Five Hundred Dollars ($500.00) per Lot in any calendar year without a vote of the Owners. The levying of any Special Assessment in an amount in excess of Five Hundred Dollars ($500.00) per Lot shall require the affirmative vote of at least two-thirds (2/3) of the Owners, represented in person or by proxy at a meeting called and held in accordance with the Bylaws, however, this requirement shall not apply in the following instances:

(i) if the Special Assessment is against an Owner for failure to maintain such Owner's Lot or Dwelling Unit or for failure to perform such Owner's maintenance responsibilities or for failure to reconstruct such Owner's Dwelling Unit;

(ii) with respect to Special Assessments against Developer; and

(iii) with respect to a Special Assessment for the replacement or repair of a previously existing improvement on the Crestview Recreation Area which was destroyed or damaged.

7.4. Liability of Owners for Individual Lot Assessments

By the acceptance of a deed or other instrument of conveyance of a Lot in the Subject Property, each Owner thereof acknowledges that each Lot and the Owners thereof are jointly and severally liable for their own Individual Lot Assessment and their applicable portion of any Special Assessments as well as for all Assessments for which they are liable as provided for herein. Such Owners further recognize and covenant that they are jointly and severally liable with the Owners of all Lots for the Neighborhood Expenses (subject to any specific limitations provided for herein such as, but not limited to, the limitation with respect to matters of Special Assessments and the limitations on the liability of Institutional Mortgagees and their successors and assigns). Accordingly, subject to such specific limitations, it is recognized and agreed by each Owner who is or becomes an Owner, for himself and herself and such Owner's heirs, executors, successors and assigns, that in the event Owners fail or refuse to pay their Individual Lot Assessments or any portion thereof or their respective portions of any Special Assessments or any other Assessments, then the other Owners may be responsible for increased Individual Lot Assessments or Special Assessments or other Assessments due to the nonpayment by such other Owners, and such increased Individual Lot Assessment or Special Assessment or other Assessment can and may be enforced by the Association and Developer in the same manner as all other Assessments hereunder as provided in the Documents.

7.5. Guaranteed Assessment During Guarantee Period

Developer covenants and agrees with the Association and the Owners that for the period commencing with the date of recordation of this Declaration and ending upon the sooner to occur of the following:

COLLIER COUNTY CLERK OF THE CIRCUIT COURT

(i) the Turnover Date; or

(ii) December 31, 2002 ("Guarantee Period"),

that the annual Individual Lot Assessment not including any Reserves for the Crestview Recreation Area will not exceed the amount set forth in the initial operating budget of the Association ("Guaranteed Assessment"), which budget will be based on full build out of all proposed Phases, and that Developer will pay the difference, if any, between the Neighborhood Expenses incurred by the Association during the Guarantee Period (other than those Neighborhood Expenses which are properly the subject of a Special Assessment and Neighborhood Expenses which may be incurred for "Cable Service" as hereinafter defined and described) and the amounts assessed as Guaranteed Assessments against Lots. Thus, during the Guarantee Period, Owners shall not be obligated to pay Assessments to the Association other than the Guaranteed Assessment, Special Assessments, and Assessments for Neighborhood Expenses and for Cable Service, if any. Developer hereby reserves the right to amend this Declaration from time to time, at Developer's sole election, to extend the Guarantee Period to a date ending no later than the Turnover Date and to increase the dollar amount of the Guaranteed Assessment during any such extended Guarantee Period. The Guaranteed Assessment does not include assessments levied by the Community Association.

After the Guarantee Period terminates, each Owner shall be obligated to pay Assessments as set forth in Paragraph 7.1 hereof.

7.6. Developer's Guaranteed Assessment Not the Obligation of Institutional Mortgagees

Notwithstanding anything to the contrary herein contained, it is specifically understood and declared and each Owner by the acceptance of a deed or other instrument of conveyance of a Lot within the Subject Property shall be deemed to have acknowledged and agreed that no Institutional Mortgagee (other than Developer) or any successors or assigns of such Institutional Mortgagee or any person acquiring title to any part of the Subject Property by reason of the foreclosure by an Institutional Mortgagee or deed taken in lieu of such foreclosure shall be deemed to have made, assumed or otherwise undertaken any covenants or obligations of Developer:

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(i) to guarantee the level and/or duration of any Guaranteed Assessments provided for under any of the Documents; or

(ii) to pay the difference between the actual Neighborhood Expenses and the Guaranteed Assessments, if any, assessed against Lots and the Owners thereof during the Guarantee Period as may be provided for in any of the Documents; provided, however, that an Institutional Mortgagee may, at its option, determine to continue the obligation of Developer to guarantee the amount of the Assessments as herein provided.

7.7. Working Fund Contribution

Each Owner who purchases a Lot from Developer shall pay to the Association at the time title is conveyed to such Owner a "Capital Contribution" in the amount of $250.00. The purpose of the Capital Contribution is to ensure that the Association will have cash available to meet unforeseen expenditures or to acquire additional equipment and services deemed necessary or desirable by the Board. Capital Contributions are not advance payments of Individual Lot Assessments and shall have no effect on future Individual Lot Assessments. Developer has the right to cause the Association to use the Capital Contributions to defray Neighborhood Expenses during the Guarantee Period.

7.8. Exempt Property

Any and all Lots or other portions of the Subject Property which may from time to time be withdrawn from the provisions of this Declaration by Developer shall be exempt from assessment under the provisions hereof.

7.9. Crestview Recreation Area

The Board shall project in the Budget the Association's share of the Crestview Recreation Area Expenses. The Association's share of the Crestview Recreation Area Expenses shall be calculated by multiplying the amount of such expenses by a fraction, the numerator of which is the number of dwelling units for which certificates of occupancy have been issued administered by the Association and the denominator of which is the total number of dwelling units administered by all Crestview Neighborhood Associations for which certificates of occupancy have been issued.

8. NEIGHBORHOOD EXPENSES; CERTAIN ASSESSMENT CLASSIFICATIONS

The following expenses of the Common Structural Elements and of the Association and the Association's share of the following expenses of the Crestview Recreation Area are hereby declared to be Neighborhood Expenses which the Association is obligated to assess and collect and which the Owners are obligated to pay as provided herein or as may be otherwise provided in the Documents.

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8.1. Taxes

The Association's share of any and all taxes, charges, impositions or special assessments levied or assessed at any and all times upon the Crestview Recreation Area and against any and all personal property and improvements, which are now or which hereafter may be placed thereon, by any and all taxing authorities, including any interest, penalties and other charges which may accrue thereon.

8.2. Utility Charges

The Association's share of all charges levied for utilities providing services for the Crestview Recreation Area and all charges levied for utilities for providing services for the Lots or Dwelling Units but not separately metered to such Lots or Dwelling Units, whether supplied by a private or public firm, including, without limitation, all charges for water, gas, electricity, telephone, sewer and any other type of utility or any other type of service charge.

8.3. Insurance

The premiums on any policy or policies of insurance required to be maintained under the Documents and the premiums on any policy or policies of insurance which the Association determines to maintain even if not required to be maintained under the Documents.

8.4. Maintenance and Repair

The Association's share of any and all expenses necessary to maintain and preserve the Crestview Recreation Area;

Any and all expenses necessary to:

(i) maintain and repair the Common Structural Elements;

(ii) keep, maintain, operate and repair any and all buildings, improvements, personal property and furniture owned by the Association, in a manner consistent with the development of the Subject Property and in

accordance with the covenants and restrictions contained herein and in the Documents, and in conformity with all applicable federal, state, County or municipal laws, statutes, ordinances, orders, rulings and regulations; and

(iii) maintain and repair the portions of the Subject Property which are the responsibility of the Association as provided for in the Documents.

8.5. Administrative and Operational Expenses

The costs of administration for the Association in the performance of its functions and duties under the Documents including, but not limited to, costs for secretarial and bookkeeping services, salaries of employees, legal and accounting fees and contracting expenses. In addition, the Association may retain a management company or companies or contractors (any of which management companies or contractors may be, but are not required to be, a subsidiary, affiliate or an otherwise-related entity of Developer)to perform or assist in the performance of certain obligations of the Association under the Documents and the fees or costs of any management company or contractor so retained shall be deemed to be part of the Neighborhood Expenses as determined by the Board.

8.6. Compliance with Laws

The Association shall take such action as it determines necessary or appropriate in order for the Common Structural Elements and the improvements thereon to be in compliance with all applicable laws, statutes, ordinances and regulations of any governmental authority, whether federal, state or local, including, without limitation, any regulations regarding zoning requirements, setback requirements, drainage requirements, sanitary conditions and fire hazards, and the cost and expense of such action taken by the Association shall be a Neighborhood Expense.

8.7. Indemnification

The Association covenants and agrees that from and after the date hereof it will indemnify and hold harmless Developer, its shareholders, officers and directors from and against any and all claims, suits, actions, causes of action and/or damages arising from any personal injury, loss of life and/or damage to property sustained on or about the Crestview Recreation Area and improvements thereof and thereon, and from and against all costs, expenses, Legal Fees and liabilities incurred by Developer arising from any such claim, the investigation thereof, or the defense of any action or proceedings brought thereon, and from and against any orders, judgments and/or decrees which may be entered thereon. The Association shall also indemnify Developer for any expense Developer may incur in bringing any suit or action for the purpose of enforcing the rights of Developer under any of the Documents or of compelling the specific enforcement of the terms, conditions and covenants contained in any of the Documents to be kept or performed by the Association or the Owners. The costs and expense of fulfilling this covenant of indemnification set forth in this Paragraph shall be a Neighborhood Expense.

8.8. Failure or Refusal of Owners to Pay Assessments

Funds needed for Neighborhood Expenses due to the failure or refusal of Owners to pay Assessments levied shall, themselves, be deemed to be Neighborhood Expenses and properly the subject of an Assessment; provided, however, that any Assessment for any such sums so needed to make up a deficiency due to the failure of Owners to pay a Special

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Assessment shall, itself, be deemed to be a Special Assessment subject to the limitations thereon.

8.9. Extraordinary Items

Extraordinary items of expense under the Documents such as expenses due to casualty losses and other extraordinary circumstances shall be the subject of a Special Assessment subject to the limitations thereon.

8.10. Matters of Special Assessments Generally

Amounts needed for capital improvements, as hereinbefore set forth, or for other purposes or reasons as determined by the Board to be the subject of a Special Assessment which are not inconsistent with the terms of any of the Documents and subject to the limitations set forth in Paragraph 7.3 hereof.

8.11. Costs of Reserves

The funds necessary to establish an adequate reserve fund ("Reserves") for periodic maintenance and repair of the Common Structural Elements and the Association's pro rata share of the capital expenditures and deferred maintenance for the Crestview Recreation Area in amounts determined sufficient and appropriate by the Board from time to time may be included as a Neighborhood Expense by the Board, if it so determines, in the Association's annual budget. The term Crestview Recreation Area Expenses shall not include any Reserves. The Reserves shall be deposited in a separate account. The monies collected by the Association on account of Reserves shall be and shall remain the exclusive property of the Association and no Owner shall have any interest, claim or right to such reserves or any fund composed of same. Developer shall not be subject to any assessment for Reserves without its prior written consent. Notwithstanding the foregoing, nothing contained herein shall require the Board to collect Reserves from the Owners.

8.12. Cable Television System

Any and all costs and expenses incurred by the Association under or pursuant to any agreement(s) ("Cable Agreement") entered into by the Association pursuant to which cable television service ("Cable Service") will be provided to all of the Dwelling Units on the Subject Property and whether or not the Cable Service includes features in addition to television reception such as, but not limited to, a smoke/heat detection system or other features; provided that notwithstanding anything to the contrary contained in this Declaration, the costs and expenses charged to the Association under the Cable Agreement shall be apportioned equally but only amongst those Dwelling Units with respect to which the Association is being charged under or pursuant to the Cable Agreement except to the extent, if any, that any Owner elects to receive an "Optional Service" (being a service not automatically received by all Owners entitled to receive Cable Service pursuant to the Cable Agreement). Each Owner who receives an Optional Service, if any, shall be responsible for paying for the costs thereof. The foregoing shall in no way obligate Developer or the Association to enter into a Cable Agreement.

8.13. Miscellaneous Expenses

Any item of cost or expense pertaining to or for the benefit of the Owners, the Association or the Crestview Recreation Area, or any part thereof, not herein specifically enumerated and which is determined to be an appropriate item of Neighborhood Expense by the Board shall be a Neighborhood Expense.

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9. INSURANCE AND CONDEMNATION

9.1. Insurance to be purchased by each Owner

Each Owner shall purchase and maintain the following coverages for his Lot and Dwelling Unit at his own expense:

9.1.1. Homeowners Insurance

Each Owner shall purchase homeowners insurance insuring his Dwelling Unit and Lot (including, but not limited to, the Common Structural Elements which are a part thereof) at not less than the full "Replacement Value" thereof. The term "Replacement Value" shall mean one hundred percent (100%) of the current replacement costs exclusive of land, foundation, excavation, items of personal property and other items normally excluded from coverage. Such insurance shall afford protection against at least the following:

1. loss or damage by fire and other hazards covered by the standard extended coverage endorsement and by cost of debris removal and demolition, vandalism, malicious mischief, windstorm and water damage; and

2. Such other risks as shall customarily be covered with respect to structures similar to the Dwelling Units in developments similar to Colonial Links Villas in construction, location and use.

Such insurance shall also include comprehensive liability insurance in an amount not less than $300,000.00 per occurrence for personal injury and property damage. Each such Owner shall pay for the foregoing insurance with respect to his Dwelling Unit and shall supply to the Association a certificate showing such insurance to be in effect and the premium for such insurance to have been paid for the then forthcoming year.

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9.1.2. Flood Insurance

Each Owner shall also obtain and pay for the flood insurance sponsored by the federal government with respect to his Dwelling Unit, provided same is available.

9.1.3. Liability Insurance

Each Owner is required to purchase his own liability insurance for any accidents occurring on his Lot.

9.1.4. Casualty Insurance for Personal Property

Each Owner shall also be responsible for the purchase of casualty insurance for all of such Owner's personal property.

9.1.5. Failure of an Owner to Obtain Insurance

If any Owner ("Delinquent Owner") shall fail to obtain such insurance as is required by Sections 9.1.1, 9.1.2 and 9.1.3 hereof or shall fail to supply satisfactory evidence to the Association that such insurance is in full force and effect, the Association shall have the right, but not the obligation, to obtain such insurance and obtain a reimbursement from the Delinquent Owner for the premium together with Interest. The Association is hereby irrevocably appointed agent for each Delinquent Owner for purposes of the Association obtaining such insurance. The cost of such premiums together with Interest thereon and the expenses of collection (if any), including Legal Fees shall become a lien upon the Lot of the Delinquent Owner. The Delinquent Owner shall be personally liable to the Association for the foregoing amounts advanced by the Association. In the event the Delinquent Owner does not

pay same within twenty (20) days of notice thereof, the Association may proceed to enforce and collect such amounts from the Delinquent Owner in any manner provided for by laws of the State of Florida, including foreclosure and sale of the Lot. Said lien shall be effective only from and after time of recordation amongst the Public Records of a written, acknowledged statement signed by an authorized agent of the Association setting forth the amount due. All sums expended shall earn Interest. Upon full payment of all sums secured by the lien, the party making payment shall be entitled to a recordable Satisfaction of Lien.

Any proceeds paid under any such policy as a result of damage to or destruction of a Dwelling Unit shall be utilized, to the extent necessary, toward the restoration of such Dwelling Unit and, if such proceeds are insufficient therefor, the Owner in question shall be responsible for such additional sums as are necessary to so restore the Dwelling Unit in question. In the event the Owner fails to repair his Dwelling Unit within a reasonable period of time from the date of casualty as determined by the Association, then the Owner shall be a "Defaulting Owner" as defined in Paragraph 12.1.5 hereof and the Association and the Developer shall have the right to proceed in accordance with Paragraph 12.1.5 hereof. Any repair, rebuilding or reconstruction shall be in accordance with the provisions of Paragraph 9.1.6 hereof.

9.1.6. Repair of Damaged Property. Any repair, rebuilding or reconstruction of damaged property shall be substantially in accordance with architectural plans and specifications for Colonial Links Villas:

(i) as originally constructed;

(ii) as reconstructed, or

(iii) approved by the Board and the Architectural Review Board of the Community Association; provided, however, any material or substantial change in plans and specifications approved by the Board and the Architectural Review Board of the Community Association from the plans and specifications of Colonial Links Villas as previously constructed shall require approval by the Lead Mortgagee which approval shall not be unreasonably withheld. The Architectural Review Board of the Community Association and the Association make no representations or warranties regarding the approval of new plans and specifications and, thus, assume no liability in this regard.

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9.2. Insurance to be Purchased by the Association

The Association shall purchase and maintain the following insurance coverages subject to the following provisions, and the cost of the premiums therefor shall be a part of the Neighborhood Expenses:

9.2.1. Fidelity Coverage

Adequate fidelity coverage to protect against dishonest acts of the officers and employees of the Association and the Directors and all others who handle and are responsible for handling funds of the Association (whether or not they receive compensation), such coverage to be in the form of fidelity bonds which meet the following requirements:

9.2.1.1. Such bonds shall name the Association as an obligee and premiums therefor shall be paid by the Association;

9.2.1.2. Such bonds shall be written in an amount equal to at least the sum of one-quarter (1/4) of the annual Assessments on all Lots, plus the Reserves, if any, but in no event less than Ten Thousand Dollars ($10,000) for each such person; and

9.2.1.3. Such bonds shall contain waivers of any defense based upon the exclusion of persons who serve without compensation from any definition of "employee" or similar expression.

Notwithstanding the foregoing, in the event the Association determines that the cost of such insurance is economically unwarranted or is not obtainable, the Association may determine to either reduce the amount of such insurance, increase the deductible amount or discontinue coverage.

9.2.2. Director's and Officer's Liability Coverage

In addition to the other insurance required under this Section 9, the Board shall obtain directors' and officers' liability insurance, if reasonably available.

9.2.3. Cancellation or Modification

All insurance policies purchased by the Association shall provide that they may not be canceled (including for nonpayment of premiums) or substantially modified without at least ten (10) days prior written notice to the Association.

9.3. Insurance Amounts.

Notwithstanding anything in this Section 9 to the contrary, Owners or the Association, as the case may be, may purchase insurance in excess of the amounts set forth herein. The amounts set forth do not constitute a representation or warranty of any kind by Developer or the Association as to the proper amount or kinds of insurance required.

9.4. Insurance Proceeds

All mortgagees acknowledge that any proceeds paid under any insurance policy as a result of damage to or destruction of a Dwelling Unit shall be utilized, to the extent necessary, toward the restoration of such Dwelling Unit and if such proceeds are insufficient therefor, the Owner in question may be responsible for such additional sums as are necessary to so restore the Dwelling Unit in question or may be subject to a Special Assessment therefor. Any repair, rebuilding or reconstruction shall be in accordance with the provisions of Paragraph 9.1.6. hereof.

10. EASEMENTS

10.1. Recognition of Existing Easements

Each Owner, by acceptance of a deed or other instrument of conveyance, recognizes and consents to the easements reserved and/or granted with respect to the Subject Property under this Declaration.

10.2. Grant and Reservation of Easements

Developer hereby reserves and grants the following perpetual easements over and across the Subject Property as covenants running with the Subject Property for the benefit of the Owners, the Association, the Community Association and Developer as hereinafter specified for the following purposes:

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10.2.1. Utility and Services Easements

Easements are hereby granted to provide for installation, service, repair and maintenance of the equipment required to provide utility services including, but not limited to, power, electric transmission, television cable, monitored alarm systems, light, telephone, gas, water, sewer, drainage and irrigation, and governmental services including reasonable rights of access for persons and equipment necessary for such purpose for the benefit of the appropriate utility companies, agencies, franchises or governmental agencies and the Association, the Community Association and the Developer; provided that all facilities for any of the foregoing shall be subject to the limitations set forth in Paragraph 10.4 hereof and shall be installed underground except those above ground facilities as shall be permitted in writing by the Association.

10.2.2. Easement for Encroachment

An easement is hereby granted for encroachment in favor of an Owner in the event any portion of his or her Dwelling Unit or Common Structural Elements or appurtenant improvements such as a fence now or hereafter encroaches upon any of the Lots as a result of inaccuracies in survey, construction or due to settlement or movement or caused by changes in the building design or site plan, provided such changes have been approved by the appropriate governmental authorities. Such encroaching improvements installed by Developer shall remain undisturbed for so long as the encroachment exists. Any easement for encroachment shall include an easement for the maintenance and use of the encroaching improvements in favor of the Owner thereof or his or her designees.

10.2.3. Easement to Enter Upon Lots and Subject Property

(a) An easement is hereby granted for ingress and egress in favor of the Association, including the Board or the designees of the Board, to enter upon the Lots for the purpose of fulfilling its duties and responsibilities of ownership, maintenance and/or repair in accordance with the Documents, including, but not limited to, ingress, egress, pest control, lawn maintenance and irrigation and the making of such repair, maintenance or reconstruction to prevent damage or risk of loss to other Owners.

(b) Developer shall have the right, but not the obligation, to conduct inspections of and tests on, from time to time, all or any part of the Subject Property and improvements thereon in order to ascertain the physical condition of the Subject Property and improvements thereon and to determine whether maintenance, repair or replacement of the Subject Property or improvements thereon is indicated. If Developer conducts any such tests or inspections, it shall pay all costs thereof, restore the affected portion of the Subject Property to its condition immediately prior to the inspections and tests, and shall indemnify the Association and the Owner(s) of any affected Dwelling Unit(s) within the Subject Property from any damages resulting therefrom. Developer hereby reserves the right of entry on, over, under, across and through the Subject Property as may be reasonably necessary for the foregoing purposes.

10.2.4. Drainage Easement Over Subject Property

An easement is hereby granted for drainage and flowage over and upon the Subject Property benefitting any contiguous lands owned by Developer, including, but not limited to, reasonable rights of access for

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persons and equipment to construct, install, maintain, alter, inspect, remove, relocate and repair underground water drainage and flowage pipes.

10.2.5. Structural Cross Easements

Cross easements of support and use over, upon, across, under, through and into the Common Structural Elements are hereby granted in favor of the Association, the Owners or their designees for the continued use, benefit and enjoyment and continued support, service, maintenance, repair and design of all Dwelling Units and Common Structural Elements within any portion of the Subject Property.

10.3. Assignments

The easements reserved hereunder may be assigned by Developer or the Association in whole or in part to the Community Association or any City, County or state government or agency thereof, or any duly licensed or franchised public utility, or any other designee of Developer. The Owners hereby authorize Developer and/or the Association to execute, on their behalf and without further authorization, such grants of easement or other instruments as may from time to time be necessary to grant easements over and upon the Subject Property or portions thereof in accordance with the provisions of this Declaration subject to the limitations set forth in Paragraph 10.4 hereof.

10.4. Limitation of Easements.

No such easements shall be permitted or deemed to exist which cause any buildings, permanent structures or other permanent facilities within the Subject Property which have been constructed:

(i) in accordance with the Documents; and

(ii) prior to the use of such an easement; to be materially altered or detrimentally affected thereby nor shall any such easements be granted or deemed to exist under any such structures or buildings so built in accordance with the Documents prior to the actual use of such easement.

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The foregoing shall not preclude such easements under then-existing improvements other than buildings or structures (such as, but not limited to, a fence or driveway) provided that the use and enjoyment of the easement and installation of the facilities in connection therewith would not result in other than minor, temporary alterations to such improvements other than a building or structure (including, but not limited to, temporary alteration or removal of a fence or a temporary excavation within a driveway) and provided that same is repaired and/or restored, as the case may be, by the one making use of such easement at its expense and within a reasonable time thereafter.

Notwithstanding anything in this Declaration to the contrary, all easement rights reserved or granted to Developer shall terminate ten (10) years after Developer no longer has the right to add any Phase to the Subject Property by recording an amendment hereto and no longer owns any Lots or Dwelling Units on the Subject Property, except for the easement right of Developer set forth in Paragraph 10.2.4 hereof. In addition, the easement rights granted or reserved by Developer hereunder are not to be construed as creating an affirmative obligation to act on the part of Developer.

11. OCCUPANCY AND USE RESTRICTIONS

11.1. Occupancy and Use Restrictions.

For purposes of this Article 11, unless the context otherwise requires, Owner shall also include the family, invitees, guests,

licensees, lessees and sublessees of any Owner, and any other permitted occupants of a Dwelling Unit.

11.1.1. Single-Family Use

The Dwelling Units shall be the only dwellings constructed on the Residential Property. Each Dwelling Unit shall be occupied by only one family at any time as a residence and for no other purpose.

No business, commercial activity or profession may be conducted from any Dwelling Unit, nor may the name of Colonial Links Villas or the address of any Dwelling Unit be publicly advertised as the location of any business. The use of a Dwelling Unit as a public lodging establishment shall be deemed a business or commercial use. This restriction shall not be construed to prohibit any Owner from maintaining a personal or professional library, from keeping his personal, business or professional records in his Dwelling Unit, or from handling his personal, business or professional telephone calls or written correspondence in and from his Dwelling Unit. Such uses are expressly declared customarily incident to residential use. This Paragraph 11.1.1. is, however, intended to prohibit commercial or business activity by an Owner which would unreasonably disrupt the residential ambiance of Colonial Links Villas, or make it obvious that a business is being conducted, such as by regular or frequent traffic in and out of Colonial Links Villas by persons making deliveries or pick-ups, by employees or other business associates, or by customers and clients.

No Dwelling Unit may be rented for a term of less than thirty (30) consecutive days, except a lease for the entire month of February shall be deemed a lease for thirty (30) consecutive days. No portion of a Dwelling Unit (other than an entire Dwelling Unit) may be rented. All leases of Dwelling Units shall provide that the Association shall have the right to terminate the lease upon default by the tenant in observing any of the provisions of the Documents, or of any other agreement or instrument governing the Dwelling Units. The Owner of a leased Dwelling Unit shall be jointly and severally liable with his or her tenant to the Community Association and to the Association to pay any claim for injury or damage to property caused by the negligence of the tenant. Notwithstanding that an Owner has leased his Dwelling Unit, the Owner shall remain obligated to comply with all the provisions of the Documents. Every lease of a Dwelling Unit shall be subordinated to any lien filed by the Community Association or the Association whether before or after such lease was entered into. Rules, whether adopted by the Association, or otherwise, shall not further limit the rental of Dwelling Units.

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No Dwelling Unit shall be made subject to any type of timesharing, fraction-sharing, interval ownership or similar program whereby the right to exclusive use of the Dwelling Unit rotates among members of the program on a fixed or floating time schedule.

11.1.2. Maintenance of Property

The Lot and improvements thereon shall be kept in a good, safe, clean, neat and attractive condition. No refuse or unsightly objects shall be allowed to be placed or permitted to remain anywhere thereon. During construction of a Dwelling Unit or other improvement upon any portion of the Subject Property, the Owner thereof shall be required to maintain said property in a clean condition and to provide receptacles for the disposal of trash and rubbish as well as other construction debris. All such construction debris, refuse, unsightly objects and waste on a portion of the Subject Property must be removed within thirty (30) days after the completion of construction of the improvement on such portion of the Subject Property, as evidenced by issuance of a certificate of occupancy, if applicable.

11.1.3. Swales

No Owner shall plant any trees or shrubs or the like in or on a swale area, nor shall any Owner alter the slope of the Swales or take any other action which may impede the drainage system and the flowage of water without the prior written consent of the Association, the Community Association and the District.

11.1.4. Temporary Buildings, Etc.

No tents, trailers, shacks or other temporary buildings or structures shall be constructed or otherwise placed upon the Subject Property except in connection with construction, development, leasing or sales activities permitted under the Documents. No temporary structure may be used as a Dwelling Unit.

11.1.5. Vehicles

A. Commercial vehicles other than construction or service vehicles temporarily present on business may not be parked on or in front of Colonial Links Villas unless parked inside a garage.

B. No boat, trailer, semitrailer, or house trailer of any kind, camper, motor home, bus, truck camper, or disabled, inoperative or motor vehicle without a current registration may be parked or kept on or in front of Colonial Links Villas unless it is kept inside a garage. Buses, motor homes, campers, and the like are permitted to be parked on or in front of Colonial Links Villas temporarily for loading and unloading purposes only, and then for a maximum of twelve (12) hours. Parking for longer periods of time may be permitted only with the prior written approval of the Board of Directors of the Community Association.

C. The following vehicles shall not be placed, parked or stored in front of or on Colonial Links Villas for a period of more than four (4) hours except in a garage concealed from public view:

(1) motorscooters, mopeds, all terrain vehicles, golf carts and tractors;

(2) vehicles which are not described in Paragraphs A or B hereof with a tire size more than 34 inches high to the top of the tire (either recommended by the manufacturer or installed);

(3) vehicles in serious need of body work as determined by the Board (unpainted surfaces, missing or damaged components, body perforated from rust, etc.); and

(4) vehicles with materials and equipment not screened from view (lumber, cement blocks, fill, sand, gravel, construction debris, racks, ladders, pipe, tools, etc.) other than a utility or tool box and/or bed liner in the bed of a truck.

D. A police vehicle may be parked outside of a garage, if it is a type of vehicle which would normally be permitted to be parked in Colonial Links Villas outside of a garage.

E. No overnight on street parking is permitted. No repair of vehicles, except for emergency repairs, shall be made on or in front of a Lot unless in an Owner's garage. Vehicles on a Lot necessary for the actual construction or repair of a structure or for grounds maintenance on the Lot shall be exempt from the provisions of this

COLLIER COUNTY FLORIDA CLERK OF THE CIRCUIT COURT

Paragraph 11.1.5. The Association shall have the right to tow any vehicle parked on or in front of the Subject Property in violation of the requirements of the Documents at the expense of the owner of such vehicle.

Rules, whether adopted by the Association, or otherwise shall not further limit the size, weight, type and place and manner of storage and/or operation of such vehicles in Colonial Links Villas.

11.1.6. Garages

Each Dwelling Unit shall have an attached garage. No garage shall be erected which is separate from the Dwelling Unit. No portion of a garage originally intended for the parking of a vehicle shall be permanently enclosed and/or converted into a living space or storage area. Each garage shall remain usable for parking two vehicles. No individual air conditioning units which are visible from outside the Dwelling Unit shall be permitted in a garage. All garage doors shall remain closed except when vehicles are entering or leaving the garage.

11.1.7. Signs

Owners, other than Developer, shall not display any sign, advertisement or notice of any type in Colonial Links Villas. The Developer and/or the Association may enter upon a Lot to remove a sign.

11.1.8. Animals and Pets

Only common household pets (i.e., dogs other than pit bulls, cats, birds, tropical fish, turtles, iguanas, hamsters or gerbils in reasonable numbers) may be kept in Colonial Links Villas. No more than two (2) dogs per Dwelling Unit will be permitted. Pets may not be kept for the purpose of breeding or for any commercial purposes whatsoever. Pets may not be kept in violation of zoning or any other restrictions of the County or other governmental authority. No other animals, livestock or poultry of any kind shall be kept, raised, bred or maintained. Under no circumstances may a pit bull dog be permitted. The term "pit bull dog" as used within this paragraph shall refer to any dog which exhibits those distinguishing characteristics which (A) substantially conform to the standards established by the American Kennel Club for American Staffordshire Terriers or Staffordshire Bull Terriers; or (B) substantially conform to the standards established by the United Kennel Club for American Pit Bull Terriers. Permitted pets shall only be kept subject to and in accordance with such rules and regulations as shall be promulgated from time to time by the Association. Any pet must be carried or kept on a leash when outside of a Dwelling Unit or fenced-in area.

Any pet must not be an unreasonable nuisance or annoyance. A determination by the Board that a pet creates a nuisance shall be conclusive and binding upon the Owner and the pet shall be immediately removed from the Subject Property. All Owners shall immediately pick up and remove any solid animal waste deposited by his or her pet. If any pet interferes with the Association's maintenance responsibility, the applicable pet owner will be required to assume the obligations for such maintenance, without reduction in Assessments for Neighborhood Expenses.

Each Owner who determines to keep a pet thereby agrees to indemnify the Association and Developer, and hold them harmless against any loss or liability of any kind or character whatsoever arising from or growing out of the Owner's having any animal on the Subject Property.

11.1.9. Additions and Alterations

No Dwelling Unit shall be enlarged by any addition thereto or to any part thereof, and no Owner shall make any improvement, addition

or alteration to the exterior of his or her Dwelling Unit, including, without limitation, the painting, staining or varnishing of the exterior of the Dwelling Unit and the addition of screens or screen doors or enclosures, except in accordance with guidelines previously established by the Board or with the prior written approval of the Association and the Architectural Review Board of the Community Association, which approval may be withheld for purely aesthetic reasons.

11.1.10. Barbecues

Owners shall be permitted to locate and use barbecues only upon their respective Lots behind their respective Dwelling Units; provided, however, that such barbecues shall be placed so as not to interfere with lawn maintenance and that barbecuing shall be subject to such rules and regulations as may be promulgated from time to time by the Board. Any barbecue which would be a permanent installation must also be approved in writing by the Association and the Architectural Review Board of the Community Association.

11.1.11. Increase in Insurance Rates

No Owner may engage in any action which may reasonably be expected to result in an increase in the rate of any insurance policy or policies covering or with respect to any portion of the Subject Property.

11.1.12. Water Supply

No wells or individual water supplies shall be permitted for drinking purposes or household use.

11.1.13. Mailboxes

Mailboxes shall not be installed by Owners except in accordance with guidelines previously established by the Board or with the prior written consent of the Association and the Architectural Review Board of the Community Association, which consent may be withheld based on purely aesthetic reasons.

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11.1.14. Clothes lines

Outdoor clothes drying areas are allowed on a Lot only in locations not visible from outside the Lot in accordance with guidelines previously established by the Board or with the prior written approval of the Board and the Architectural Review Board of the Community Association.

11.1.15. Fencing

No fencing other than the fencing installed by Developer, and any replacement thereof, may be placed on the Subject Property, including the Lots, without the prior written approval of the Association and the Architectural Review Board of the Community Association, which may be withheld for purely aesthetic reasons.

11.1.16. Landscaping

No landscaping by an Owner which materially alters the exterior appearance of any Lot shall be permitted unless in accordance with guidelines previously established by the Board or with the written permission of the Association and the Architectural Review Board of the Community Association. Further, Owners shall not be permitted to plant shrubbery and flowering plants ("Plantings") within existing flower beds unless in accordance with guidelines previously established by the Board or with the prior written consent of the Association. Plantings which have been approved by the Association shall be maintained by the Owners.

11.1.17. Basketball Equipment, Play Equipment, Strollers, etc.

Basketball hoops and backboards shall be permitted on a Dwelling Unit if installed in accordance with guidelines previously established by the Board or approved in writing by the Association and the Architectural Review Board of the Community Association prior to installation. All bicycles, tricycles, scooters, skateboards, and other play equipment, wading pools, baby strollers and similar items shall be stored so as not to be visible from streets or property adjacent to the Lot. Swing sets shall be located in the backyard portion of a Lot.

11.1.18. Storm Precautions.

No hurricane or storm shutters shall be permanently installed on any structure or Dwelling Unit unless first approved by the Board and the Architectural Review Board of the Community Association. Hurricane or storm shutters may be installed temporarily, and other storm precautions may be taken to protect structures or Dwelling Units, while the threat of a hurricane or similar storm is imminent; provided, all such shutters and other exterior alterations or additions made as a storm precaution shall be promptly removed once the storm or imminent threat of the storm has passed.

11.1.19. Compliance with the Covenants.

An Owner shall also comply with the Covenants, including the general covenants and use restrictions set forth in Paragraph 5 of the Covenants.

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11.1.20. Nuisances.

No Owner shall use his Lot or permit it to be used, in any manner that is unreasonably disturbing, detrimental or a nuisance to the occupants of another Lot, or which would not be consistent with the maintenance of the highest standards for a first class residential neighborhood, nor permit the Lot to be used in a disorderly or unlawful way. The use of each Lot shall be consistent with existing laws and the Documents and occupants shall at all times conduct themselves in a peaceful and orderly manner.

11.1.21. Litter.

In order to preserve the beauty of Colonial Links Villas, no garbage, trash refuse or rubbish shall be deposited, dumped or kept within Colonial Links Villas except in closed containers or in proper-sized closed plastic bags deemed suitable by the Board. No odor shall be permitted to arise from any such containers so as to render the Subject Property or any portion thereof unsanitary, unsightly or offensive to any other property in the vicinity thereof or to its occupants. All containers and plastic bags shall be kept in an Owner's garage, unless determined otherwise by the Board, except for curbside refuse pick up. All trash containers must be put out for pick up either on the night before or the morning of pick up, and no earlier. All empty trash containers must be retrieved by the Owner on the same day as pick up. All refuse shall be regularly removed and not allowed to accumulate.

11.1.22. Pest Control.

Each Owner is responsible for obtaining his own pest control services at his expense for inside his Dwelling Unit. However, if the Board determines that pest control services must be provided to the entire Building, then the Association has the right to supply pest control services for the entire Building and inside of each Dwelling Unit with the cost thereof being part of the Neighborhood Expenses, in which event the Owner thereof must permit the Association's pest control

company to enter his Lot and Dwelling Unit at such times as determined to be necessary by the Association.

11.1.23. Antennae and Aerials

No antennae or aerials shall be placed upon any Lot, unless completely inside a Dwelling Unit, without the prior written consent of the Board and the Architectural Review Board of the Community Association, except that this prohibition shall not apply to those satellite dishes that are one meter (39 inches) in diameter or less and specifically covered by 47 C.F.R. Part 1, Subpart S, Section 1.4000, as amended, promulgated under the Tele-communications Act of 1996, as amended from time to time. However, the Association and the Community Association may adopt and enforce reasonable rules limiting installation of permissible dishes or antennae to side or rear yard locations, not visible from the street or neighboring properties and integrated with the Building, to the extent that reception of an acceptable signal would not be unlawfully impaired by such rules.

11.1.24. Quiet Enjoyment.

It shall be the responsibility of each Owner to prevent the development of any unclean, unhealthy or unkept condition on his Lot. No portion of any Lot shall be used, in whole or in part, for the storage of any property or thing that will cause it to appear to be in an unclean or untidy condition or that will be obnoxious to the eye; nor shall any substance, thing, or material be kept upon any portion of any Lot that will emit foul or obnoxious odors or that will cause any noise or other condition that will or might disturb the peace, quiet, comfort or serenity of the occupants of surrounding Lots.

There shall not be maintained any plants or animals or device or thing of any sort whose activities or existence in any way is noxious, dangerous, unsightly, unpleasant or of a nature as may diminish or destroy the enjoyment of the Lots. No outside burning of wood, leaves, trash, garbage or household refuse shall be permitted within the Subject Property or adjacent thereto.

No hazardous or toxic substances, chemicals, pesticides, fertilizers or any other matter shall be dumped on any portion of the Subject Property or into any lake or canal which is within or abuts the Subject Property or surface water management system of the Subject Property. Fertilizers and pesticides shall be used on Lots only in a reasonable manner and only for the purpose for which such products are intended. Owners shall take strict precautions to prevent fertilizers and pesticides from entering any lake or canal which is within or abuts the Subject Property or surface water management system of the Subject Property.

11.2. Certain Rights of Developer

The provisions, restrictions, terms and conditions of this Section 11 shall not apply to Developer as an Owner.

12. *MAINTENANCE AND REPAIR OF THE SUBJECT PROPERTY*

In order to further establish and preserve the Subject Property, each Owner covenants and shall be obligated at all times to maintain portions of his or her Dwelling Unit (including, but not limited to, cleaning, repairing and replacing all glass and screens in windows and doors) in a neat, aesthetically pleasing manner, in proper condition and good repair.

12.1. By Owners

The responsibility of an Owner is as follows:

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12.1.1. Maintenance and Repair

Except as otherwise set forth in Paragraph 12.2 hereof, Owners shall be responsible for maintaining, repairing and replacing at such Owner's expense, such Owner's Dwelling Unit and improvements thereon, including Common Structural Elements, any screening, all window panes, doors, garage doors and all exterior surfaces of the Dwelling Unit (including roofs) and all interior surfaces within the Dwelling Unit (such as the surfaces of the walls, ceilings and floors); and maintain and repair the fixtures therein, including the air conditioning equipment serving the Dwelling Unit; and pay for any utilities which are separately metered to such Owner's Dwelling Unit. Every Owner must promptly perform all maintenance and repair work in a good and workmanlike manner within such Owner's Dwelling Unit, as aforesaid, which if not performed would affect any other portion of Colonial Links Villas or a Dwelling Unit or Lot belonging to another Owner, including but not limited to repair and replacement of damaged glass and screens in windows and doors which detract from the overall appearance of Colonial Links Villas. Each Owner shall maintain his driveway in accordance with Paragraph 5.10 of the Covenants, including the portion thereof between Lot line and the edge of pavement for the adjacent roadway. Each owner shall keep his driveway clean and free from excessive oil, transmission fluid, rust or other unsightly stains. Each Owner shall be expressly responsible for the damages and liabilities that such Owner's failure to perform the above-mentioned responsibilities may engender. Said Dwelling Unit shall be maintained and repaired in accordance with the building plans and specifications utilized by Developer, except for changes or alterations approved by the Association and the Architectural Review Board of the Community Association as provided in this Declaration.

12.1.2. Alterations

Owners shall obtain the written consent of the Association and the Architectural Review Board of the Community Association prior to:

(i) making any alterations in any improvement within the Subject Property;

(ii) removing any portion of an improvement within the Subject Property or making any additions thereto; or

(iii) doing anything which would or might jeopardize or impair the safety or soundness of the Subject Property or which, in the sole opinion of the Association, would detrimentally affect the architectural design of a Building within the Subject Property.

12.1.3. Painting and Association Approval

Owners shall not paint, refurbish, stain, alter, decorate, repair, replace or change the improvements on the Subject Property (except for painting, staining or decorating inside the Dwelling Units or other nonstructural changes inside the Dwelling Units or replacing window panes or screening), etc. without the prior written approval of the Association and the Architectural Review Board of the Community Association. Owners shall not have any exterior lighting fixtures, window screens, screen doors, awnings, hurricane shutters, hardware or similar items installed which are not consistent with the general architecture of the Dwelling Unit as determined by the Association without first obtaining specific written approval of the Association and the Architectural Review Board of the Community Association. The Association shall not grant approval if, in its opinion, the effect of any of the items mentioned herein will be unsightly.

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12.1.4. Duty to Report

Owners shall promptly report to the Association or its agents any defect or need for repairs, the responsibility for the remedying of which lies with the Association.

12.1.5. Failure of Owners to Perform Maintenance and/or Repairs

In the event any Owner fails to properly maintain and/or repair such Owner's Lot and/or Dwelling Unit pursuant to this Declaration ("Defaulting Owner"), the Association or Developer shall have the right but not the obligation, upon fifteen (15) days written notice to the Defaulting Owner, to enter the property of the Defaulting Owner for the purpose of performing the maintenance and/or repairs referred to, set forth and described in the notice. The determination of whether an Owner is failing to properly maintain and/or repair property for which he or she has maintenance responsibility shall be determined in the sole discretion of the Association or Developer. The cost of performing such maintenance and/or repairs ("Remedial Maintenance Fee") and the expenses of collection including but not limited to, Legal Fees, shall be assessed against the Defaulting Owner.

Any Remedial Maintenance Fee, including Interest thereon, and costs of collection, including Legal Fees as herein provided, are hereby declared to be a charge and shall be a continuing lien upon the Lot and improvements thereon against which the Remedial Maintenance Fee is assessed. A Defaulting Owner shall also be personally liable to the Association or Developer, as the case may be, for the payment of the Remedial Maintenance Fee assessed such Owner plus Interest and Legal Fees. In the event the amounts assessed against a Defaulting Owner are not paid within twenty (20) days of the date of the assessment, the Association or Developer, as the case may be, may proceed to enforce and collect said assessments against such Defaulting Owner in any manner provided for by the laws of the State of Florida, including foreclosure and sale of a Defaulting Owner's Lot and improvements thereon. The lien created hereby shall be effective only from and after the time of recordation amongst the Public Records, of a written, acknowledged statement signed by an authorized agent of the Association or Developer setting forth the amount due. All sums expended shall earn Interest. Upon full payment of all sums secured by the lien, the party making payment shall be entitled to a recordable satisfaction of lien.

Notwithstanding the foregoing, the provisions of this Section 12 may also be enforced in accordance with the provisions of Section 6 hereof.

12.1.6. Liability for Actions

An Owner shall be liable for the expense incurred by the Association for any maintenance, repair or replacement of any real or personal property within Colonial Links Villas rendered necessary by such Owner's act, neglect or carelessness, or by that of such Owner's lessee or any member of their families, or their guests, employees or agents (normal wear and tear excepted) but only to the extent that such expense is not met by the proceeds of insurance, if any, carried by the Association. An Owner shall also be liable for any personal injuries caused by such Owner's negligent acts or those of such Owner's lessee or any member of their families, or their guests, employees or agents. Nothing herein contained, however, shall be construed so as to modify any waiver by insurance companies of rights of subrogation.

12.2. By the Association

The responsibility of the Association is as follows:

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12.2.1. Maintenance and Repair

The Association shall repair, maintain and replace all landscaping on the Subject Property except as otherwise provided herein. Maintenance includes, but is not limited to, the following: irrigation, landscape care and replacement, lawn care, chemical treatment and other services for the Subject Property and the Swales between the edge of pavement and the Subject Property. The Association may elect to, by a majority vote of the Directors, but is not obligated to, repair, maintain and replace all or some of the Common Structural Elements. Such elected maintenance could include painting and structural upkeep of the exteriors of the Dwelling Units, including but not limited to roofing, sidewalks and driveways within the Subject Property. If the Association elects to maintain driveways, driveways shall be maintained by the Association in accordance with Paragraph 5.10 of the Covenants, including the portion thereof between the Lot line and the edge of pavement for the adjacent roadway. If the Association elects to perform maintenance which is otherwise the responsibility of the Owners, then the Owners will be relieved of such responsibility to the extent determined by the Association. The Association may, to the extent permitted by the appropriate government authority or the Community Association, also provide maintenance of all County, District or municipal properties or Community Association properties which are located within or in a reasonable proximity to the Subject Property to the extent that their deterioration or unkempt appearance would adversely affect the appearance of the Subject Property.

12.2.2. Maintenance of Landscaping

The Association shall maintain and care for any lawns and all landscaping which are encompassed within the Lot and between the Lot line and the edge of pavement. "Maintenance and care" within the meaning of this subparagraph shall include irrigation, routine fertilizing and spraying of lawns and landscaping, mowing, and edging of sod and landscaping so that at a minimum the initial landscaping for the Lot shall be maintained in good condition in accordance with Paragraph 5.5. of the Covenants. However, Plantings (as defined in Paragraph 11.1.16 hereof) which have been approved by the Association shall be maintained by Owners.

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13. GENERAL PROVISIONS

13.1. Conflict with Other Documents

In the event of any conflict between the provisions hereof and the provisions of the Articles and/or Bylaws and/or rules and regulations promulgated by the Association, the provisions of this Declaration shall control. In the event of a conflict between the provisions hereof and the provisions of the Covenants, the provisions of the Covenants shall control; provided, however that this Declaration may establish restrictions on subjects related to use and occupancy, such as pets, parking, architectural controls, leasing, guest occupancy, sales and other transfers, that are more restrictive than those set forth in the Covenants and such provisions will be deemed not to conflict.

13.2. Notices

Any notice or other communication required or permitted to be given or delivered hereunder shall be deemed properly given and delivered upon the mailing thereof by United States mail, postage prepaid, to:

(i) any Owner, at the address of the person whose name appears as the Owner on the records of the Association at the time of such mailing and, in the absence of any specific address, at the address of the Dwelling Unit owned by such Owner;

(ii) the Association, certified mail, return receipt requested, at 12631 Westlinks Drive #1, Fort Myers, Florida 33913, or such other address as the Association shall hereinafter notify Developer and the Owners of in writing; and

(iii) Developer, certified mail, return receipt requested, at 12631 Westlinks Drive #1, Fort Myers, Florida 33913, or such other address or addresses as Developer shall hereafter notify the Association of in writing, any such notice to the Association of a change in Developer's address being deemed notice to the Owners.

Upon request of an Owner, the Association shall furnish to such Owner the then current address for Developer as reflected by the Association records.

13.3. Enforcement

The covenants and restrictions herein contained may be enforced by Developer (so long as Developer has the right to add an additional Phase to the Subject Property by recording an amendment to this Declaration or Developer holds an equitable or legal interest in any Lot and/or Dwelling Unit), the Association, any Owner and any Institutional Mortgagee holding a mortgage on any portion of the Subject Property in any judicial proceeding seeking any remedy recognizable at law or in equity, including damages, injunction or any other form of relief against any person, firm or entity violating or attempting to violate any covenant, restriction or provision hereunder. The failure by any party to enforce any such covenant, restriction or provision herein contained shall in no event be deemed a waiver of such covenant, restriction or provision or of the right of such party to thereafter enforce such covenant, restriction or provision. The prevailing party in any such litigation shall be entitled to all costs thereof including, but not limited to, Legal Fees.

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13.4. Captions, Headings and Titles

Section and Paragraph captions, headings and titles inserted throughout this Declaration are intended as a matter of convenience only and in no way shall such captions, headings or titles define, limit or in any way affect the subject matter or any of the terms and provisions thereunder or the terms and provisions of this Declaration.

13.5. Context

Whenever the context so requires or admits, any pronoun used herein may be deemed to mean the corresponding masculine, feminine or neuter form thereof, and the singular form of any nouns and pronouns herein may be deemed to mean the corresponding plural form thereof and vice versa.

13.6. Severability

In the event any of the provisions of this Declaration shall be deemed invalid by a court of competent jurisdiction, said judicial determination shall in no way affect any of the other provisions hereof, which shall remain in full force and effect, and any provisions of this Declaration deemed invalid by a court of competent jurisdiction by virtue of the term or scope thereof shall be deemed limited to the maximum term and scope permitted by law. In the event that any court should hereafter determine that any provision of this Declaration is in violation of the rule of property known as the "rule against perpetuities" or any other rule of law because of the duration of a time period, such provision shall not thereby become invalid, but instead the duration of such time period shall be reduced to the maximum period allowed under such rule of law, and in the event the determination of the duration of such time period requires measuring lives, such measuring life shall be that of the incorporator of the Association.

13.7. Certain Rights of Developer

Notwithstanding anything herein to the contrary, Developer shall have the unqualified right to sell, lease, mortgage or otherwise transfer or encumber any Lot owned by Developer without prior offer to or approval by the Association and the Developer as an Owner is exempt from the provisions of Paragraph 14 hereof. Notwithstanding anything to the contrary herein contained, no improvements constructed or installed by Developer shall be subject to the approval of the Association or the provisions and requirements of this Declaration, although it is the intent of Developer to create a community with a common scheme of development. Notwithstanding the other provisions of this Declaration, Developer reserves and Developer and its nominees shall have the right to enter into and transact on the Subject Property any business necessary to consummate the sale, lease or encumbrance of Dwelling Units or real property in Colonial Links Villas or in any other community being developed by Developer now or in the future, including, but not limited to, the right to maintain models and a sales and/or leasing office, place signs, employ sales and leasing personnel, and show Dwelling Units, and Developer reserves and shall have the right to carry on construction activity for the benefit of the Subject Property. Developer and its nominees may exercise the foregoing rights without notifying the Association. Any such models, sales and/or leasing office, signs and any other items pertaining to such sales or leasing efforts shall remain the property of Developer. This Paragraph 13.7 may not be suspended, superseded or modified in any manner by any amendment to this Declaration unless such amendment is consented to in writing by Developer. This right of use and transaction of business as set forth herein, and the other rights reserved by Developer in the Documents, may be assigned in writing by Developer in whole or in part. For the purposes of this Paragraph 13.7, the term "Developer" shall include any "Lender" which has loaned money to Developer to acquire or construct improvements upon the Subject Property if such Lender or its successors or assigns acquires title to any portion of the Subject Property as a result of the foreclosure of any mortgage encumbering any portion of the Subject Property securing any such loan to Developer or acquires title thereto by deed in lieu of foreclosure. Notwithstanding any provisions in the Documents to the contrary, in the event Developer shall own any Lot, whether by reacquisition or otherwise, Developer shall have the absolute right to sell, convey, transfer, mortgage or encumber in any way any such Lot upon any terms and conditions as it shall deem to be in its own best interests. The rights and privileges of Developer as set forth in this Paragraph 13.7, which are in addition to, and are no way a limit on, any other rights or privileges of Developer under any of the Documents, shall terminate upon Developer no longer having the right to add a Phase to the Subject Property by recording an amendment to this Declaration and no longer owning any portion of the Subject Property or any equitable or legal interest therein or upon such earlier date as Developer shall notify the Association in writing of Developer's voluntary election to relinquish the aforesaid rights and privileges.

13.8. Disputes as to Use

In the event there is any dispute as to whether the use of the Subject Property or any portion or portions thereof complies with the covenants, restrictions, easements or other provisions contained in this Declaration, such dispute shall be referred to the Board, and a determination rendered by the Board with respect to such dispute shall be final and binding on all parties concerned therewith. Notwithstanding anything to the contrary herein contained, any use by Developer of the Subject Property or any parts thereof in accordance with Paragraph 13.7 shall be deemed a use which complies with this Declaration and shall not be subject to a contrary determination by the Board.

COPY

13.9. Amendment and Modification

The process of amending or modifying this Declaration shall be as follows:

13.9.1. This Declaration may be amended by:

(i) the consent of the Owners owning two-thirds (2/3) of all Lots, together with

(ii) the approval or ratification of a majority of the Board. The aforementioned consent of two-thirds (2/3) of the Owners may be evidenced by a writing signed by the required number of Owners or by the affirmative vote of the required number of Owners at any regular or special meeting of the Association called and held in accordance with the Bylaws evidenced by a certificate of the Secretary or an Assistant Secretary of the Association.

13.9.2. Notwithstanding anything to the contrary contained herein, Developer reserves the right to amend the Declaration and any exhibits thereto so as to correct any scrivener's or other errors or omissions not affecting the rights of Owners, lienors or mortgagees. Such amendment need be executed and acknowledged only by Developer and need not be approved by the Association, Owners, lienors or mortgagees, whether or not elsewhere required for amendment. Such right shall pass to the Board after Developer no longer owns any portion of the Subject Property and no longer has the right to add any Phase to the Subject Property by recording an amendment to this Declaration.

13.9.3. Notwithstanding anything to the contrary contained herein, an Amendment adding an additional Phase to Colonial Links Villas shall neither require the execution of such Amendment by any Owner other than Developer or the execution thereof by the Association, any Institutional Lender, or any other person, persons or entity.

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13.9.4. Notwithstanding anything to the contrary herein contained, no amendment or supplement to this Declaration shall be effective which shall impair or prejudice the rights or priorities of Developer, the Association or of any Institutional Mortgagee under the Documents without the specific written approval of Developer, the Association and/or Institutional Mortgagee affected thereby. Notwithstanding anything to the contrary contained herein, an amendment to this Declaration which shall eliminate or modify the provisions of Paragraph 13.14 hereof shall be deemed to impair and prejudice the rights of Developer hereunder and shall not be effective without Developer's specific written approval.

Notwithstanding anything contained herein to the contrary until the Turnover Date, the following actions require the prior approval of FHA and/or VA if Colonial Links Villas is a project approved by FHA and/or VA: annexation of additional properties other than the addition of Phases 2 through 37 inclusive to Colonial Links Villas and the Additional Property as contemplated by this Declaration, dedication of common area, if any, mergers and consolidations, dissolution and amendment to the Articles.

13.9.5. Notwithstanding anything contained herein to the contrary, Developer may, without the consent of the Owners, file any amendment which may be required by an Institutional Mortgagee for the purpose of satisfying its Planned Unit Development criteria or such criteria as may be established by such mortgagee's secondary mortgage market purchasers, including, without limitation, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, the Veteran's Administration and the Federal Housing Administration or the Department of Housing and Urban Development, provided, however, that any

such Developer filed amendments must be in accordance with any applicable rules, regulations and other requirements promulgated by the United States Department of Housing and Urban Development or its successor.

13.9.6. Any amendment to this Declaration which would affect surface water management on the Subject Property must be joined in and consented to by the District and the South Florida Water Management District (or its successor) in order to be effective.

13.9.7. A true copy of any amendment to this Declaration other than an Amendment only adding a Phase or Phases to Colonial Links Villas as contemplated by this Declaration shall be sent certified mail by the Association to Developer and to all Institutional Mortgagees holding a mortgage on any portion of the Subject Property requesting notice. The amendment shall become effective upon the recording of a Certificate of Amendment to this Declaration setting forth the amendment or modification amongst the Public Records.

13.9.8. Notwithstanding anything to the contrary herein contained, no amendment or supplement to this Declaration shall change the method of allocating the expenses of the Crestview Recreation Area between the Crestview Neighborhood Associations or attempt to restrict the rights of Crestview Owners and their lessees and their family members, guests and invitees to use the Crestview Recreation Area without the written consent of all the Crestview Neighborhood Associations and, for so long as the Developer shall own or have the right to acquire any lot or dwelling unit in Crestview, the Developer.

13.9.9. Notwithstanding anything to the contrary herein contained, in addition to any other right of amending or modification provided for in this Declaration, Developer, may, in its sole discretion, by an instrument filed of record, unilaterally modify, enlarge, amend, waive or add to the covenants, conditions, restrictions and other provisions of this Declaration, and any recorded exhibit hereto. This right shall expire at such time Developer no longer holds any portion of the Subject Property for sale in the ordinary course of business and no longer has the right to add any Phase (including any Phase which Developer may acquire title to in the future) to the Subject Property by recording an amendment to this Declaration.

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13.10. Delegation

The Association, pursuant to a resolution duly adopted by the Board, shall have the continuing authority to delegate all or any portion of its responsibilities for maintenance, operation and administration, as provided herein, to any managing agency or entity selected by the Board from time to time and whether or not related to Developer.

13.11. Term

This Declaration and the terms, provisions, conditions, covenants, restrictions, reservations, regulations, burdens and liens contained herein shall run with and bind the Subject Property and inure to the benefit of Developer, the Association, Owners, and their respective legal representatives, heirs, successors and assigns for a term of ninety-nine (99) years from the date of recording this Declaration amongst the Public Records, after which time this Declaration shall be automatically renewed and extended for successive periods of ten (10) years each unless at least one (1) year prior to the termination of such ninety-nine (99)-year term or any such ten (10)-year extension there is recorded amongst the Public Records an instrument agreeing to terminate this Declaration signed by Owners owning two-thirds (2/3) of the Lots and Institutional Mortgagees holding first mortgages encumbering two-thirds (2/3) of all Lots encumbered by first mortgages held by Institutional Mortgagees, upon which event this Declaration shall be terminated upon the expiration of

the ninety-nine (99)-year term or the ten (10)-year extension during which such instrument was recorded.

13.12. Rights of Mortgagees

13.12.1. Right to Inspect Books, Records and Financial Statements

The Association shall make available for inspection and/or photocopying within ten (10) business days of written request therefor, during normal business hours or under reasonable circumstances, the Documents and the books, records and financial statements of the Association to Owners and the holders, insurers or guarantors of any first mortgages encumbering any portion of the Subject Property. Any photocopies requested shall be made available for the costs of copying. In addition, evidence of insurance maintained by the Association, if any, shall be issued to each Owner and mortgagee holding a mortgage encumbering a Dwelling Unit upon written request to the Association.

13.12.2. Rights of Listed Mortgagee

Upon written request to the Association, identifying the name and address of the holder, insurer or guarantor (such holder, insurer or guarantor is herein referred to as a "Listed Mortgagee") of a mortgage encumbering a Lot and the legal description of such Lot, the Association shall provide such Listed Mortgagee with timely written notice of the following:

(a) Any condemnation, loss or casualty loss which affects any material portion of the Crestview Recreation Area;

(b) Any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association;

(c) Any proposed action which would require the consent of mortgagees holding a mortgage encumbering a Lot; and

(d) Any failure by an Owner owning a Lot encumbered by a mortgage held, insured or guaranteed by such Listed Mortgagee to perform his or her obligations under the Documents, including, but not limited to, any delinquency in the payment of Assessments, or any other charge owed to the Association by said Owner where such failure or delinquency has continued for a period of sixty (60) days.

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13.12.3. Right of Listed Mortgagee to Receive Financial Statement

Any Listed Mortgagee shall, upon written request made to the Association, be entitled to financial statements for the Association for the prior fiscal year free of charge and the same shall be furnished within a reasonable time following such request.

13.13. Security

The Association may, but shall not be obligated to, maintain or support certain activities within Colonial Links Villas designed to make Colonial Links Villas safer than it otherwise might be. Developer shall not in any way or manner be held liable or responsible for any violation of this Declaration by any person other than Developer. Additionally, NEITHER DEVELOPER NOR THE ASSOCIATION MAKES ANY REPRESENTATIONS WHATSOEVER AS TO THE SECURITY OF THE PREMISES OR THE EFFECTIVENESS OF ANY MONITORING SYSTEM OR SECURITY SERVICE. ALL OWNERS AGREE TO HOLD DEVELOPER AND THE ASSOCIATION HARMLESS FROM ANY LOSS OR CLAIM ARISING

FROM THE OCCURRENCE OF ANY CRIME OR OTHER ACT. NEITHER THE ASSOCIATION NOR DEVELOPER SHALL IN ANY WAY BE CONSIDERED INSURERS OR GUARANTORS OF SECURITY WITHIN COLONIAL Links VILLAS. NEITHER THE ASSOCIATION NOR DEVELOPER SHALL BE HELD LIABLE FOR ANY LOSS OR DAMAGE BY REASON OR FAILURE TO PROVIDE ADEQUATE SECURITY OR INEFFECTIVENESS OF SECURITY MEASURES UNDERTAKEN, IF ANY. ALL OWNERS AND OCCUPANTS OF ANY DWELLING UNIT, AND TENANTS, GUESTS AND INVITEES OF AN OWNER, ACKNOWLEDGE THAT THE ASSOCIATION AND ITS BOARD AND DEVELOPER DO NOT REPRESENT OR WARRANT THAT ANY FIRE PROTECTION SYSTEM, BURGLAR ALARM SYSTEM OR OTHER SECURITY SYSTEM, IF ANY, DESIGNATED BY OR INSTALLED ACCORDING TO GUIDELINES ESTABLISHED BY DEVELOPER OR THE ASSOCIATION, MAY NOT BE COMPROMISED OR CIRCUMVENTED AND THAT ANY FIRE PROTECTION OR BURGLAR ALARM SYSTEMS OR OTHER SECURITY SYSTEMS WILL IN ALL CASES PROVIDE THE DETECTION OR PROTECTION FOR WHICH THE SYSTEM IS DESIGNED OR INTENDED. EACH OWNER AND OCCUPANT OF ANY DWELLING UNIT AND EACH TENANT, GUEST AND INVITEE OF AN OWNER, ACKNOWLEDGES AND UNDERSTANDS THAT THE ASSOCIATION AND ITS BOARD AND DEVELOPER ARE NOT INSURERS AND THAT EACH OWNER AND OCCUPANT OF ANY DWELLING UNIT AND EACH TENANT, GUEST AND INVITEE OF AN OWNER ASSUME ALL RISKS FOR LOSS OR DAMAGE TO PERSONS, TO DWELLING UNITS AND TO THE CONTENTS OF DWELLING UNITS AND FURTHER ACKNOWLEDGE THAT THE ASSOCIATION AND ITS BOARD AND DEVELOPER HAVE MADE NO REPRESENTATIONS OR WARRANTIES NOR HAS ANY OWNER, OR OCCUPANT OF ANY DWELLING UNIT, OR ANY TENANT, GUEST OR INVITEE OF AN OWNER RELIED UPON ANY REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, RELATIVE TO ANY FIRE AND/OR BURGLAR ALARM SYSTEMS OR OTHER SECURITY SYSTEMS RECOMMENDED OR INSTALLED, IF ANY, OR ANY SECURITY MEASURES UNDERTAKEN WITHIN COLONIAL LINKS VILLAS, IF ANY.

13.14. Approval of Association Lawsuits by Owners

Notwithstanding anything contained herein to the contrary, the Association shall be required to obtain the approval of the Owners of two-thirds (2/3) of all Lots (at a duly called meeting of the Owners at which a quorum is present) prior to the payment of legal or other fees to persons or entities engaged by the Association for the purpose of suing, or making, preparing or investigating any lawsuit, or commencing any lawsuit other than for the following purposes:

(a) the collection of Assessments, or

(b) the collection of other charges which Owners are obligated to pay pursuant to the Documents; or

(c) the enforcement of the use and occupancy restrictions contained in the Documents; or

(d) in an emergency where waiting to obtain the approval of the Owners creates a substantial risk of irreparable injury to the Crestview Recreation Area or to Owner(s) (the imminent expiration of a statute of limitations shall not be deemed an emergency obviating the need for the requisite vote of two-thirds [2/3] of the Owners); or

(e) filing a compulsory counterclaim.

13.15. Compliance with Provisions

Each Owner, by acceptance of a deed or other instrument of conveyance for any portion of the Subject Property, agrees to be bound by and to comply with the provisions of the Declaration.

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14. SALES, LEASES AND CONVEYANCES

In order to assure a community of congenial and responsible residents and thus protect the value of the Lots, the sale, leasing and transfer of Lots shall be subject to the following provisions:

14.1. Sale, Lease or Transfer

No Owner (except for Developer) may sell, lease or transfer (except to the spouse, parents or children of such Owner) his Lot without approval of the Association, which approval shall be obtained in the following manner:

14.1.1. Notice to Association.

Each and every time an Owner other than Developer ("Offeror") intends to sell, lease or transfer his Lot or any interest therein ("Offering"), he shall give written notice to the Association of such intention ("Transfer Notice") together with the name and address of the intended purchaser, lessee or transferee, the terms of such purchase, lease or transfer, together with a copy of the purchase agreement or lease and such other information as the Association may reasonably require on forms supplied by the Association. The giving of the Transfer Notice shall constitute a warranty and representation by the Offeror to the Association and any purchaser, lessee or transferee, produced by the Association, as hereinafter provided, that the Offering is a bona fide offer in all respects. The Transfer Notice shall be given by certified mail, return receipt requested, or delivered by hand to the Secretary of the Association who shall give a receipt therefor.

COPY

14.1.2. Association's Election.

Within thirty (30) days after receipt of the Transfer Notice, the Association shall either approve the Offering ("Approval") or, except as provided below to the contrary, furnish a purchaser, lessee or transferee approved by the Association and give notice thereof to the Offeror who will accept the sale, lease or transfer to the substitute purchaser, lessee or transferee furnished by the Association upon terms as favorable to the Offeror as the terms stated in the Transfer Notice; except that the purchaser, lessee or transferee furnished by the Association may not have less than thirty (30) days subsequent to the date of his approval within which to complete the sale or lease of Offeror's Lot. Offeror shall be bound to consummate the transaction with such purchaser, lessee or transferee as may be approved and furnished by the Association. If the Association approves the Offering, such Approval shall be in writing and in recordable form, signed by any two (2) officers of the Association, and shall be delivered to the purchaser, lessee or transferee of the Offeror. Notwithstanding anything contained herein to the contrary, in the event the Offeror does not wish to consummate the proposed Offering with any purchaser, lessee or transferee other than the purchaser, lessee or transferee named in the Transfer Notice, then the Offeror shall state such in the Transfer Notice ("Restricted Transfer Notice") and the Association, within thirty (30) days after receipt of the Restricted Transfer Notice, shall either grant approval in the manner set forth above or deny approval by furnishing notice of such denial to the Offeror, of the purchaser, lessee or transferee named in the Restricted Transfer Notice. In the event the Association denies approval of the purchaser, lessee or transferee named in the Restricted Transfer Notice, then the Offering shall not be consummated unless and until the Offeror submits another Transfer Notice or Restricted Transfer Notice to the Association and the new proposed purchaser, lessee or transferee is approved by the Association or, if not restricted by the Offeror in such Transfer Notice, the Association furnishes a substitute purchaser, lessee or transferee in the manner set forth above. In the case of a Transfer Notice which is not a Restricted

Transfer Notice, failure of the Association to grant Approval or to furnish a substitute purchaser, lessee or transferee within thirty (30) days after receipt of the Transfer Notice; or, in the case of a Restricted Transfer Notice, failure of the Association to grant Approval or to deny Approval within thirty (30) days after the Restricted Transfer Notice is received, shall constitute Approval; and the Association shall be required to prepare and deliver to the purchaser, lessee or transferee named in the Transfer Notice or the Restricted Transfer Notice, as the case may be, a written Approval in recordable form signed by two (2) officers of the Association. If the Transfer Notice is not given to the Association, then at any time after receiving knowledge of the sale, lease or transfer, the Association may, at its election, approve or disapprove the sale, lease or transfer. The Association shall proceed as if it had been given the required Transfer Notice on the date of receiving such knowledge except that if the sale or other transfer of title has closed, then the Association shall proceed as set forth in Section 14.2.1. hereof.

14.1.3. Security Deposits.

The Association shall not require a security deposit as a condition to the leasing of a Lot.

14.2. Acquisition by Gift, Devise, Inheritance or Otherwise.

14.2.1. Notification of Acquisition.

Any person(s) (except the spouse, parents or children of an Owner) who has obtained a Lot by gift, devise, inheritance or by any other method not heretofore considered or by sale or transfer for which no Transfer Notice was provided to the Association in accordance with Paragraph 14.1 hereof shall give to the Association notice ("Acquisition Notice") of the fact of obtaining such Lot, together with:

(i) such information concerning the person(s) obtaining the Lot as may be reasonably required by the Association; and

(ii) a certified copy of the instrument by which the Lot was obtained.

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If the Acquisition Notice is not given to the Association, then at any time after receiving knowledge of the gift, devise, inheritance or other transaction, the Association may, at its election, approve or disapprove the transaction or ownership. The Association shall proceed as if it had been given the required Acquisition Notice on the date of receiving such knowledge.

14.2.2. Approval by Association.

Within thirty (30) days after receipt of the aforementioned Acquisition Notice and information, the Association must either approve or disapprove the transfer of title by gift, devise, inheritance or otherwise to the person(s) receiving the same. The approval of the Association shall be in recordable form signed by any two (2) officers of the Association and delivered to the person (or any of them if there is more than one (1) person) obtaining title. Failure of the Association to act within such thirty (30) day period shall be deemed to constitute approval, following which the Association, through two (2) officers, shall prepare and deliver written approval in recordable form as aforesaid. If the Association shall disapprove, the matter shall be disposed of by the Association advising the person (or any of them if there is more than one (1) person) obtaining title by gift, devise, inheritance or otherwise in writing, of a purchaser or purchasers who will buy said Lot at its fair market value. The fair market value shall be determined by any of the following methods:

(i) by three (3) appraisers, one (1) of whom shall be selected by the purchaser, one (1) by the person(s) holding title and one (1) by the two (2) appraisers just appointed;

(ii) upon mutual agreement by the purchaser and person(s) holding title; or

(iii) by one (1) appraiser mutually agreed upon by the purchaser and the person(s) holding title.

Costs for appraisal shall be paid by the purchaser. The purchase price shall be paid in cash and the sale closed within thirty (30) days after determination of the purchase price. Simultaneously with notification to the person (or any of them if there is more than one (1) person) holding title that the Association has furnished a purchaser, there shall be submitted a signed contract by said purchaser or purchasers providing for the acquisition of the Lot in accordance with the terms of this Declaration.

14.2.3. Approval by Default.

If the Association shall fail to provide a purchaser within thirty (30) days from receipt of the aforementioned Acquisition Notice and information, or if the purchaser furnished by the Association shall default in his acquisition, then the Association shall be required to approve the passage of title by gift, devise, inheritance or other transaction and shall evidence the same by an instrument in writing in recordable form signed by two (2) officers of the Association.

14.3. Rights of Institutional Mortgagee in Event of Foreclosure

Upon becoming the owner of a Lot through foreclosure or by deed in lieu of foreclosure, an Institutional Mortgagee, or whomsoever shall acquire title to a Lot as the result of a foreclosure sale by an Institutional Mortgagee, shall not require the approval of the Association as to its ownership of such Lot and shall have the unqualified right to sell, lease, mortgage or otherwise transfer or encumber said Lot, including the fee ownership thereof, without prior offer to or approval by the Association, and the provisions of Paragraphs 14.1 and 14.2 of this Article 14 shall not apply to such persons. It is the intent hereof to provide that an Institutional Mortgagee, upon becoming the Owner of a Lot under the conditions set forth in the preceding sentence, is not required to have its ownership in a Lot approved by the Association and that it is also free from the other restrictions of Paragraphs 14.1 and 14.2 of this Article 14.

14.4. Fees for Processing Applications for Approval to Purchase or Lease.

Whenever herein the Association's approval is required to allow the sale, lease or other transfer of an interest in a Lot, the Association may charge the Owner a fee for processing the application, such fee not to exceed $50.00 per applicant, said fee to be paid upon submission of the application for approval. No fee may be charged for approval of the renewal or extension of a lease with the same tenant.

14.5. Right of Developer

Developer as an Owner is exempt from the provision of this Paragraph 14.

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IN WITNESS WHEREOF, this Declaration has been signed by Developer and joined in by the Association on the respective dates set forth below.

WITNESSES:

DEVELOPER:

COLONIAL HOMES INC., a Florida Corporation

Printed Name: Monika Harris

By: Tony Persichilli
Printed Name:
Its: Division President
Dated: 3/22/01

Printed Name: Michele Mancini

COLONIAL LINKS VILLAS AT HERITAGE GREENS ASSOCIATION, INC.

Printed Name: Monika Harris

By: Tony Persichilli
Printed Name:
Its: President

Printed Name: Michele Mancini

Dated: 3/22/01

COLLIER COUNTY
COPY
CLERK OF THE CIRCUIT COURT

(CORPORATE SEAL)

STATE OF FLORIDA)
)
COUNTY OF Lee)

I HEREBY CERTIFY that on this day, personally appeared before me, an officer duly authorized to administer oaths and take acknowledgments, Anthony Persichilli, as Division President of COLONIAL HOMES, INC., to me well known to be the person described in and who executed the foregoing instrument, and acknowledged before me that he executed same freely and voluntarily on behalf of said corporation for the purposes therein expressed. Anthony P is personally known to me or produced _____ as identification.

IN WITNESS WHEREOF, I hereunto set my hand and official seal in the County and State aforesaid this 22nd day of March, 2001.

Laune Sousa
My Commission CC757293
Expires July 7, 2002

Notary Public
State of Florida at Large

SEAL

My Commission Expires:

STATE OF FLORIDA)
) SS:
COUNTY OF Lee)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by Anthony Pisichulli, the President of COLONIAL LINKS VILLAS AT HERITAGE GREENS ASSOCIATION, INC., a Florida corporation not for profit, freely and voluntarily under authority duly vested in him/her by said corporation and that the seal affixed thereto is the true corporate seal of said corporation. He/She is personally known to me or has produced a Florida driver's license as identification.

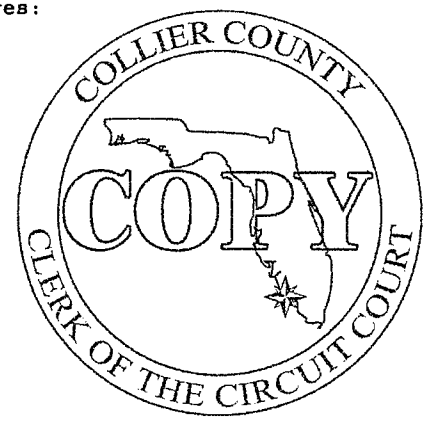
WITNESS my hand and official seal in the County and State last aforesaid this 22nd day of March, 2001.

Laune Souse
My Commission CC757293
Expires July 7, 2002

Notary Public, State of Florida at Large

Typed, printed or stamped name of Notary

My Commission Expires:



SCHEDULE OF EXHIBITS

EXHIBIT A	Legal Description of Phase 1 Land
EXHIBIT B	Phase 1 Sketch
EXHIBIT C	Lots included in each Phase
EXHIBIT D	Articles of Incorporation of Colonial Links Villas at Heritage Greens Association, Inc.
EXHIBIT E	Bylaws of Colonial Links Villas at Heritage Greens Association, Inc.

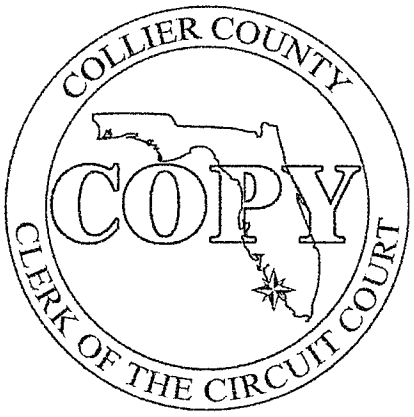


EXHIBIT A

Legal Description of Phase 1 Land

Lots 117 and 118, Block A of Heritage Greens, according to the Plat thereof recorded in Plat Book 28, Pages 78-94 of the Public Records of Collier County, Florida.

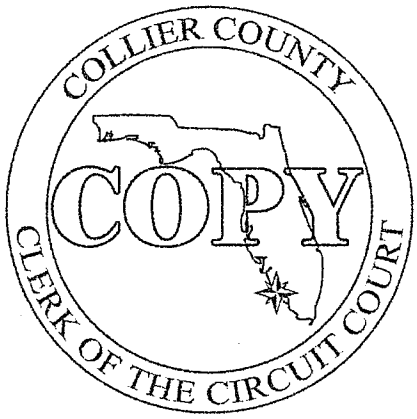
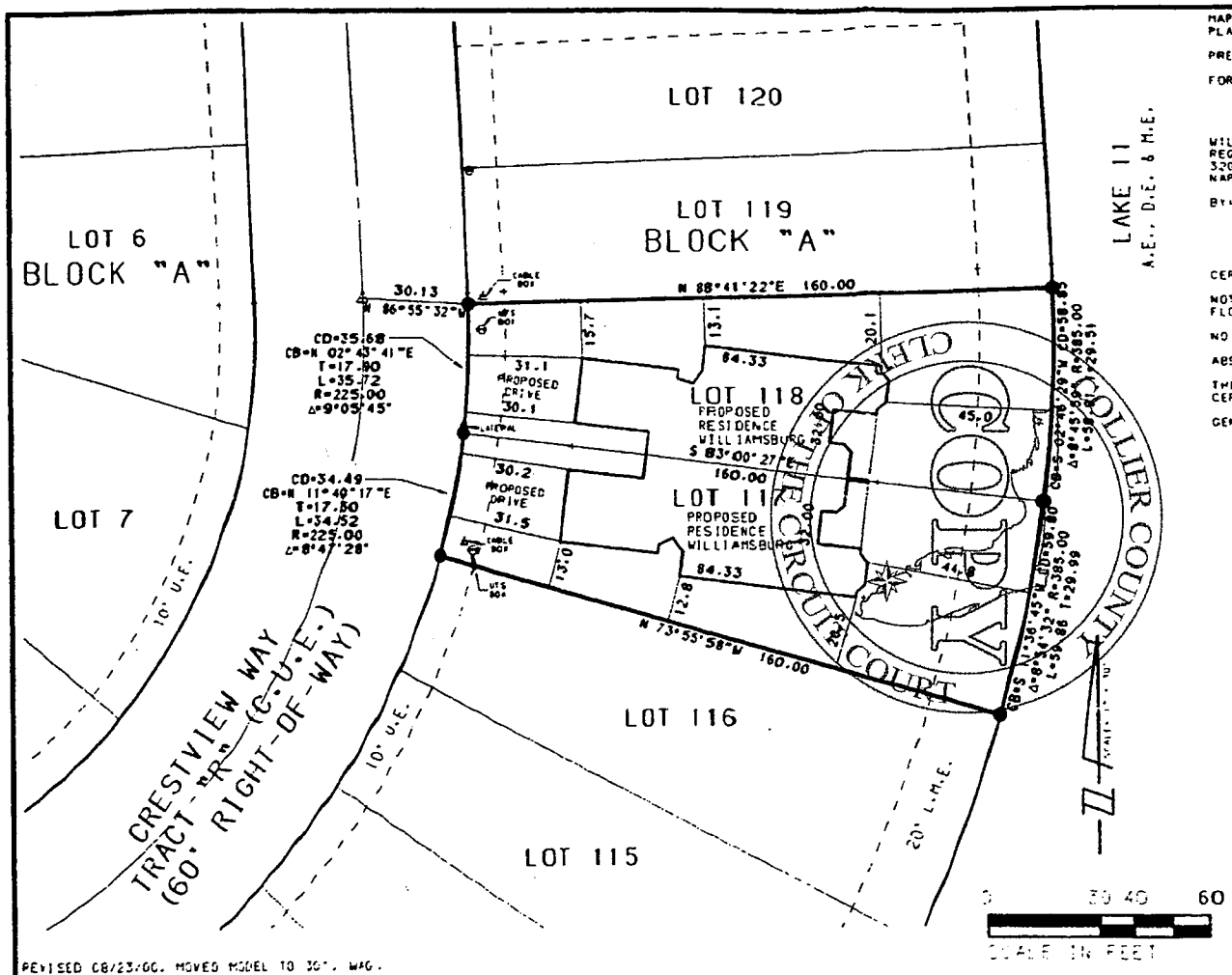


EXHIBIT B

Phase 1 Sketch

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REVISED 08/23/00. MOVED MODEL TO 30'. MAG.

MAP OF BOUNDARY SURVEY OF LOTS 117 & 118, BLOCK "A", HERITAGE GREENS, PLAT BOOK 28, PAGES 76-94, COLLIER COUNTY, FLORIDA.

PREPARED FOR: COLONIAL HOMES

FOR THE BENEFIT OF: COLONIAL HOMES

WILSONMILLER, INC.
REGISTERED ENGINEERS AND LAND SURVEYORS
3200 BAILEY LANE, SUITE 200, (941) 263-6408
NAPLES, FLORIDA 34105

BY: _____
JOHN P. MALONEY, PROFESSIONAL SURVEYOR AND MAPPER #LS4493

9-24-00
DATE OF SURVEY

CERTIFICATE OF AUTHORIZATION # LB-43

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

NO OTHER PERSON OR ENTITY MAY RELY UPON THIS SURVEY.

ABSTRACT NOT REVIEWED

THIS BOUNDARY SURVEY IS ONLY FOR THE LANDS AS DESCRIBED. IT IS NOT A CERTIFICATE OF TITLE, ZONING, EASEMENTS OR FREEDOM OF ENCUMBRANCES.

GENERAL NOTES:

BEARINGS ARE BASED ON THE COMMON LINE OF SAID LOTS 117 & 118, BEING NORTH 83°00'27" WEST.
UNLESS A COMPARISON IS MADE, MEASURED BEARINGS AND DISTANCES ARE IDENTICAL WITH PLAT VALUES.
DIMENSIONS ARE IN FEET ' AND DECIMALS . THEREOF.
DIMENSIONS ALONG CURVES ARE: Δ = DELTA, L = ARC LENGTH, CD = CHORD DISTANCE, T = TANGENT, R = RADIUS, CB = CHORD BEARING
ELEVATIONS ARE BASED ON NATIONAL GEODETIC VERTICAL DATUM, 1929, (N.G.V.D.)
LINES SHOWN OUTSIDE OF THE LAND DESCRIBED ARE FOR REFERENCE USE ONLY AND WERE NOT SURVEYED.
UNDERGROUND FOOTERS, ROOF OVERHANGS AND STUCCO FINISH WERE NOT TAKEN INTO CONSIDERATION IN PREPARATION OF THIS MAP.

P.C.P. = PERMANENT CONTROL POINT
P.R.M. = PERMANENT REFERENCE MONUMENT
R/W = RIGHT-OF-WAY
CBS = CONCRETE BLOCK STRUCTURE
U.E. = UTILITY EASEMENT, D.E. = DRAINAGE EASEMENT
C.U.E. = COLLIER COUNTY UTILITY EASEMENT
EL. & ELEV. = ELEVATION
CL = CENTERLINE
RD. = ROAD
CONC. = CONCRETE
A/C = AIR CONDITIONER
F.P.L. = FLORIDA POWER & LIGHT
U.T.S. = UNITED TELEPHONE SERVICE
P = PLAT, M = MEASURED, C = CALCULATED, F = FIELD
S.I.P. = SET 5/8" IRON PIN WITH CAP STAMPED LB-43 24" LONG
F.I.P. = FOUND IRON PIN WITH CAP STAMPED LB-43
F.I.P. = FOUND IRON PIN WITH CAP STAMPED 6753
S.C.M. = SET 4" x 4" CONCRETE MONUMENT 24" LONG STAMPED LB-43
F.C.M. = FOUND CONCRETE MONUMENT
D.H. = DRILL HOLES
N.N. = NAIL & PARKER KALON NAIL
B.M. = BENCH MARK
P.C. = POINT OF CURVATURE, P.T. = POINT OF TANGENCY

PROPERTY LIES WITHIN FLOOD ZONE X PER FLOOD INSURANCE RATE MAPS COMMUNITY PANEL #120067 C215D DATED JUNE 3, 1986.

ACTIVITY	INITIALS	DATE	TIME
RESEARCH			
FIELD WORK CREW CHIEF	JSM	8/4/	07 24 00
DRAFTED	MAG	8/31/	08 03 00
CHECKED BY:	JPM	9/25/	08 03 00
FIELD BOOK/PAGE	L-2588, 6		

APPROVED:
JOHN P. MALONEY, P.S.M. #LS4493

WilsonMiller, Inc.
ENGINEERS • SURVEYORS • PLANNERS • ENVIRONMENTAL SCIENTISTS
3200 BAILEY LANE, SUITE 200
NAPLES, FLORIDA 34105
(941) 263-6408 FAX (941) 643-5716

DATE: 08/00
SCALE: 1"=30'

CLIENT: COLONIAL HOMES
DESCRIPTION: MAP OF BOUNDARY SURVEY
LOTS 117 & 118, BLOCK "A", HERITAGE GREENS, PLAT BOOK 28, PAGES 76-94, COLLIER COUNTY, FLORIDA

CROSS REF. | FILE NO.: N0701-BLA-117-GC500 | PROJECT NO. & WORK ORDER NO. | SHEET NUMBER: 117 OF 2L-725

OR: 2797 PG: 1391

EXHIBIT C

Lots included in each Phase of Colonial Links Villas at Heritage Greens*

Phase	Lots
1	117 and 118
2	119 and 120
3	9 and 10
4	3 and 4
5	115 and 116
6	95 and 96
7	93 and 94
8	91 and 92
9	89 and 90
10	87 and 88
11	85 and 86
12	83 and 84
13	81 and 82
14	79 and 80
15	77 and 78
16	75 and 76
17	73 and 74
18	71 and 72
19	69 and 70
20	67 and 68
21	65 and 66
22	63 and 64
23	61 and 62
24	59 and 60
25	57 and 58
26	55 and 56
27	53 and 54
28	51 and 52
29	49 and 50

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EXHIBIT C

Page 2

30	47 and 48
31	45 and 46
32	43 and 44
33	41 and 42
34	39 and 40
35	37 and 38
36	35 and 36
37	33 and 34

* All Lots are located within Block A of Heritage Greens, according to the Plat thereof recorded in Plat Book 28, Pages 78-94, of the Public Records of Collier County, Florida.

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EXHIBIT D

Articles of Incorporation of Colonial Links Villas at Heritage Greens Association, Inc.

