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Forsyth Smith & Drigger, P.A.
600 Fifth Avenue South, #210
Naples, Florida 33940

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**DECLARATION OF UNIFIED CONTROL AND CROSS EASEMENTS
RESPECTING PROPERTY**

This Declaration is made this 25 day of April,
1991, by BERMUDA GREENS OF NAPLES, LTD., a Florida Limited
Partnership (hereinafter the "Owner").

BACKGROUND STATEMENT

A. Owner holds fee simple title to the land in Collier
County, Florida, described in Exhibit "A" attached hereto and made
a part hereof (hereinafter the "Property"); and

B. Owner intends to develop and construct residential
dwellings on the Property in various phases and/or clusters (the
"Project"); and

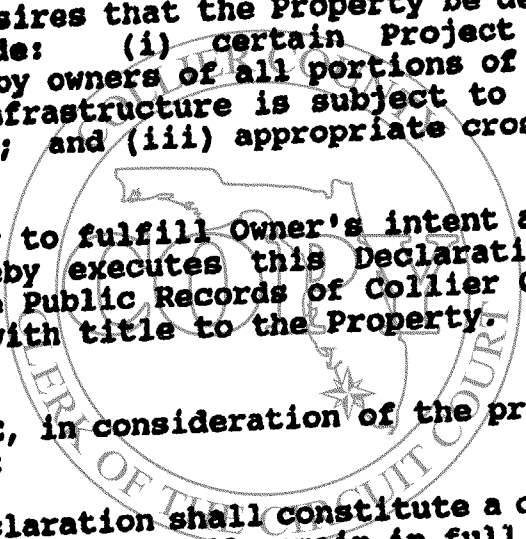
C. Owner desires that the Property be developed in a manner
which will provide: (i) certain Project infrastructure is
available for use by owners of all portions of the Property; (ii)
certain Project infrastructure is subject to unified control (as
hereafter defined); and (iii) appropriate cross-easements for the
Project; and

D. In order to fulfill Owner's intent and desire as stated
above, Owner hereby executes this Declaration, which shall be
recorded among the Public Records of Collier County, Florida as a
covenant running with title to the Property.

NOW THEREFORE, in consideration of the premises, Owner hereby
agrees as follows:

1. This Declaration shall constitute a covenant running with
title to the Property and shall remain in full force and effect and
be binding upon the heirs, successors and assigns of the Owner
until such time as it is released in writing or otherwise ceases
to be of any force and effect as hereinafter provided.
2. If the Property is developed in stages, clusters or
phases then each phase, cluster or stage, shall be developed
subject to the benefits and burdens created by this Declaration.
3. In the event Owner conveys different portions of the
Property to different third parties, or submits different portions
of it to the condominium form of ownership, each subsequent owner,

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mortgagee, heir, assign and other party in interest in respect thereto shall be bound by the terms, provisions and conditions of this Declaration.

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4. Owner hereby declares that a non-exclusive easement shall exist over all portions of the Property which are subsequently developed and are designated for utilities, common parking areas, streets, water management, lakes and drainage, driveways, ingress and egress, so that the integrity of the Project shall be maintained. Such easements shall exist for the benefit of each Owner (and their respective mortgagees, heirs, successors and assigns) of any portion of, or condominium unit created on, the Property. In order to more fully limit, exhibit and designate those portions of the Property which are burdened by the easements created herein, owner shall cause to be recorded Amendments to this Declaration which shall recite the metes and bounds legal description and exhibit a graphic depiction of the easements which burden each stage, phase or cluster as such are improved or developed.

5. All of the infrastructure within the Property which is developed in accordance with this Declaration shall be subject to the unified control of all Owners of all portions of the Property. Except as otherwise provided herein, the infrastructure shall be maintained by the respective owners of the portions of the Property within which the particular item of infrastructure is located (or by any property owner or condominium association which is subsequently established to maintain all or any portions of the Property). The Owner(s) of each portion of the Property shall have the right to compel the Owner(s) of all other portions of the Property to perform such maintenance as shall from time to time be necessary in respect thereto and in addition such Owner(s) shall be liable, in damages for failure to do so. Furthermore any Owner of any portion of the Property shall have the right (after 30 days notice and failure by the Owner(s) of any other portion of the Property to make any necessary repairs or perform any necessary maintenance to such infrastructure) to itself perform such repairs or maintenance and to thereafter sue such Owner(s) to recover the cost thereof.

Attached hereto as Exhibit "B" (hereinafter Property "B") is a legal description of the main entryway to the Property upon which may be placed or constructed utility lines, drainage and water management areas, roadways, signs, landscaping, irrigation system, and decorative walls and lighting. Attached hereto as Exhibit "C" (hereinafter Property "C") is a legal description of two portions of the Property upon which will be created lakes, drainage areas and maintenance easements. Although portions of the Property "B" and Property "C" may be submitted to the ownership and control of a homeowners' association or condominium association, the owners of all portions of the Property and residential units or condominium units constructed thereon, shall have a non-exclusive

right of use of these areas, including an easement for ingress, egress and utility purposes, across those areas of Property "B" and "C" improved for such uses, and so designated pursuant to this Declaration. All Owners of any residential unit or condominium unit constructed on the Property shall share the expense of operating, repairing and maintaining Property "B" and Property "C". The expense shall be reduced by any amounts contributed by Imperial Gardens, A Condominium, as recorded in O.R. Book 1000, Pages 659 through 746, inclusive, Public Records of Collier County, Florida. Each unit's share of expenses shall be an amount based on a fraction the numerator of which shall be "1" and the denominator of which shall be the number of units which have been constructed on the Property which have received a Certificate of Occupancy, as recalculated on a monthly basis. If any portions of Property "B" or Property "C" are submitted to ownership by a homeowners' association or condominium association, and are maintained by such association, then the books and records disclosing the reasonable cost of maintaining these properties shall be separately maintained and be available upon request, with reasonable notice, by any owner obligated to contribute to the cost of such maintenance. Each homeowners' association or condominium association created upon the Property shall be obligated to collect the expenses described herein, from and on behalf of, the unit owners in such associations.

6. This Declaration shall become effective upon its recordation in the Public Records of Collier County, Florida, and shall continue in effect for a period of thirty (30) years after the date of such recordation, after which time it shall be extended automatically for successive periods of ten (10) years each.

7. In addition to any other right of amendment or modification provided for in this Declaration, Owner, its successors and assigns, may, in its sole discretion, by an instrument filed of record, modify, enlarge, amend, waive or add to the covenants, conditions, restrictions and other provisions of this Declaration. This right shall expire at such time as Owner no longer holds any property for sale in the ordinary course of business within the Property, or twenty (20) years from the recording of this Declaration, whichever comes first.

8. This Declaration may be amended at any time provided that sixty percent (60%) of the members of each condominium association, homeowners association, or other group or cluster occupying a tract on the Property at a duly called and held meeting of the respective condominium association, homeowners' association, or other group or cluster, vote in favor of the proposed amendment. Notice shall be given at least forty-five (45) days prior to the date of the meeting at which such proposed amendment is to be considered. If any proposed amendment to this Declaration is approved as set forth above, the President and Secretary of each Condominium Association and Homeowners Association, and sixty percent (60%) of the members

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of any other unincorporated group or cluster, shall execute an amendment to this Declaration which shall set forth the amendment, the date of the meeting at which such amendment was adopted, the total number of votes cast for the amendment and the total number of votes cast against the amendment, such amendment shall be effective when recorded in the Public Records of Collier County, Florida. Any amendment which terminates (rather than relocating to another reasonable location) ingress and egress or utility and/or drainage easements to any portion of, or condominium unit created on, the Property shall require the affirmative approval of one hundred percent (100%) of the title holders of such portion of, or condominium unit created on, the Property and of any mortgagees holding a mortgage on such portion of, or condominium unit created on, the property.

So long as the Owner, or any successor to whom Owner expressly assigns the benefits of the Declaration, shall own any portion of or Condominium unit created on the Property, this Declaration may not be modified or terminated without Owner's or assignees or successors, written consent.

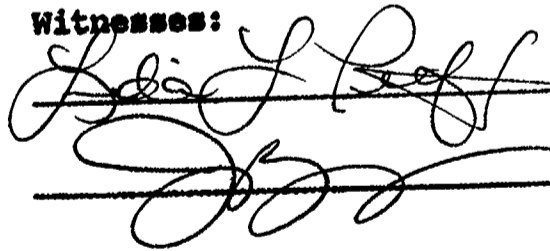
9. This Declaration may be enforced by the Owner or any subsequent owner of any portion of or condominium unit created on the Property. Enforcement shall be by action at law or in equity against any parties or persons violating or attempting to violate any covenants hereof to restrain violation or to recover damages. The prevailing party in the action or suit shall be entitled to recover, in addition to costs and disbursements allowed by law, such sum as the court may adjudge to be reasonable for the services of its attorney.


10. Invalidation of any one of these covenants, by a court shall not affect any of the other provisions, which shall remain in full force and effect.

Signed, sealed, executed and acknowledged on this 25th day of April, 1991.

Owner:
BERMUDA GREENS OF NAPLES, LTD.,
A Florida Limited Partnership,
by CBG OF NAPLES, INC., a
Florida corporation, as General
Partner

Witnesses:



By: 
Stuart M. Wallace,
President

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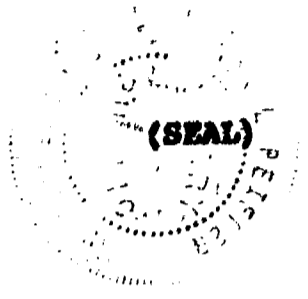
STATE OF FLORIDA)
)
COUNTY OF COLLIER)

The foregoing instrument was acknowledged before me this 23rd day of April, 1991, by Stuart M. Wallace, as President of CBG OF NAPLES, INC., a Florida Corporation, as General Partner of BERMUDA GREENS OF NAPLES, LTD., A Florida Limited Partnership, on behalf of the Limited Partnership.

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Notary Public, State of Florida
My Commission expires:
NOTARY PUBLIC STATE OF FLORIDA
MY COM. EXPIRES FEB. 27, 1994
BONDED THRU GENERAL INS. UND.



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JOINDER OF MORTGAGE

The undersigned as owner and holder of a Mortgage and Security Agreement from BERMUDA GREENS OF NAPLES, LTD., a Florida Limited Partnership, dated June 19, 1990, and recorded June 25, 1990, in Official Records Book 1539, Page 936, of the Public Records of Collier County, Florida, in favor of WHISPERING PINES, INC., a Florida Corporation, which Mortgage and Security Agreement has been assigned to FIRST NATIONAL BANK OF BONITA SPRINGS, United States Corporation, by Assignment dated NOVEMBER 27, 1990 and recorded in O.R. Book 1577, Page 101-102, of the Public Records of Collier County, Florida, encumbering the land therein described, being in part the land which is subject to the provisions of the foregoing Declaration of Unified Control and Cross Easements Respecting Property, hereby consents to and joins in the making of the foregoing Declaration for the limited purpose of agreeing that, in the event of foreclosure of its mortgage, or its acquisition of title to the real property described in said Declaration as a result of a deed in lieu of foreclosure, it and/or its successors and assigns will observe and not disturb the rights of Owners who comply with the provisions of the Declaration with respect to the land described in said Declaration; provided, however, that the lien and charge of the undersigned's mortgage and security agreement no longer encumbers the lot or living unit of said owners and members. Nothing herein shall be deemed to alter, affect or diminish the priority of the lien of said mortgage and said Declaration.

WITNESSES:

Barbara A. Chas

Brenda L. White

WITNESSES:

James R. Scarborough

Carolyn L. Barker

FIRST NATIONAL BANK OF BONITA SPRINGS, a United States Corporation

BY: Ande D. Delmonico

TITLE: Vice President

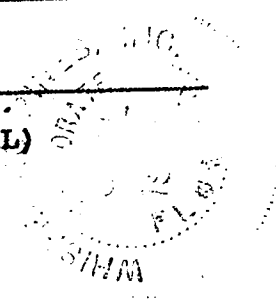
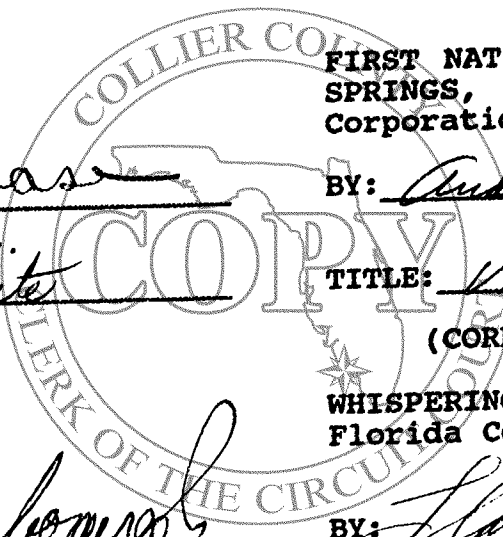
(CORPORATE SEAL)

WHISPERING PINES, INC., a Florida Corporation

BY: Hayden G. Sheehan

TITLE: President

(CORPORATE SEAL)



STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this 29th
day of APRIL, 1991, by ANDRE D. DELMISTE as
VICE PRESIDENT of FIRST NATIONAL BANK OF BONITA SPRINGS,
a United States Corporation, on behalf of the corporation.



Brenda L. White
Notary Public, State of Florida
My Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA,
MY COMMISSION EXPIRES: JAN. 23, 1994.
BONDED THROUGH NOTARY PUBLIC UNDERWRITERS.

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this _____
day of May 16, 1991, by David G. Sheehan as
President of WHISPERING PINES, INC., a Florida
Corporation, on behalf of the corporation.

(SEAL)

Carolyn L. Barker
Notary Public, State of Florida
My Commission Expires:

Notary Public, State of Florida
My Commission Expires Aug. 16, 1992
Bonded Through Topy Cash - Escrow Co. Inc.

