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DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS OF TERRAVERDE COUNTRY CLUB MASTER ASSOCIATION

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THIS DECLARATION, made this 10th day of December, 1985, by SOMERSET DEVELOPMENT CORPORATION, a Florida corporation ("Developer"), hereby declares that the real property described in Exhibit "A" (hereinafter referred to as the "Development Land") is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, restrictions, easements, charges and liens (sometimes hereinafter referred to as "Covenants and Restrictions") hereinafter set forth.

I. DEFINITIONS. The following words, when used in this Declaration (unless the context shall prohibit) shall have the following meanings:

A. "Master Association" shall mean and refer to TERRAVERDE COUNTRY CLUB MASTER ASSOCIATION, a Florida corporation not-for-profit.

B. "Developer" shall mean and refer to SOMERSET DEVELOPMENT CORPORATION, a Florida corporation, and its successors or assigns.

C. "Development Land" or "Master Association Properties" shall mean and refer to all properties as are subject to this Declaration under the provisions of Article II hereof.

D. "Unit" shall mean and refer to any unit within the Development Land either presently existing or hereafter constructed, regardless of the form of ownership thereof, including those units submitted to the condominium form of ownership.

E. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Unit which is a part of the Development Land and shall also include the Developer.

F. "Member" shall mean and refer to all Owners.

II. PROPERTY SUBJECT TO THIS DECLARATION; ADDITIONS THERETO

A. Legal Description. The real property which is and shall be held, transferred, sold, conveyed and occupied subject to this Declaration is legally described in Exhibit "A" attached hereto (the "Development Land").

B. Developer's Rights. The Developer shall be entitled at any time and from time to time to submit all of, or a portion of, the Development Land to the condominium form of ownership. The Developer shall further have the right by recorded supplemental declaration, for a period of seven (7) years from the recordation of this Declaration, to submit additional real property to the provisions of this Declaration, which additional real property shall be added to and become part of the Development Land. Nothing herein contained shall, however, require the Developer to submit any portion of the Development Land to the condominium form of ownership and the Developer expressly reserves the right to develop the Development Land in any form or manner of

This instrument prepared by: Carl A. Bertoch, Bertoch & Mann, P.A., 537 E. Park Tallahassee, Florida 32301

DR-1-

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OFF
REC 182061502

ownership as it may determine in its sole discretion. For a period of seven (7) years from the date of recordation of this Declaration, the Developer shall be entitled to withdraw any portion of the real property described in Exhibit "A" attached hereto from the provisions and applicability of this Declaration, by recorded supplemental declaration. The recorded supplemental declarations, either submitting additional real property to the provisions of this Declaration or withdrawing real property from the provisions hereof, shall not require the consent or joinder by the Master Association, any Owner or any condominium association to be effective.

III. MEMBERSHIP AND VOTING RIGHTS IN THE MASTER ASSOCIATION.

A. Membership. Every person or entity who is a record fee simple owner of a Unit shall be a Member of the Master Association. Membership shall be appurtenant to, and may not be separated from, ownership of any Unit which is subject to assessments hereunder.

B. Voting Rights. The voting rights of Members of the Master Association shall be as set forth in the By-Laws of the Master Association.

IV. PROPERTY RIGHTS.

A. Easements. Each Owner of a Unit and each family member, lessee, agent and invitee of such Owner shall have a permanent and perpetual easement for ingress and egress for pedestrian and vehicular traffic over and across the walkways, roadways, streets, bicycle paths and driveways of the Master Association Properties, for use in common with all other Owners within the Development Land and their respective family members, lessees, agents and invitees. Further, each Owner of a Unit shall have a permanent and perpetual right of use and easement of enjoyment in and to the Master Association Properties, and the improvements thereon, for use in common with all other Owners, subject to the following:

1. All provisions of this Declaration and the Articles of Incorporation and the By-Laws of the Master Association;
2. All rules and regulations governing the use and enjoyment of the Master Association Properties adopted by the Master Association;
3. The right of the Master Association to charge a reasonable admission and other fees for the use of any of the facilities;
4. The right reserved by the Developer to grant utility easements within the Master Association Properties to any public or private utilities;

DR-2-

OFF
REC 1820 PG 1503

5. The terms, conditions, reservations, covenants and easements contained within any Declaration of Condominium submitting any portion of the Development Land to the condominium form of ownership; and

6. The terms and provisions contained within Article IV, subparagraph D hereinafter.

The Developer reserves the right to grant such further easements over, across, under and upon the Development Land as may be necessary and/or convenient to provide ingress and egress for persons and vehicles and to provide power, electricity, telephone, cable television, gas, water, drainage and other utility and lighting facilities, irrigation, television transmission facilities, security services and garbage waste removal and to provide for the repair and maintenance of the equipment necessary to provide such services.

B. Easements Appurtenant. The easements provided in subparagraph A hereinabove shall be appurtenant to and shall pass with the title to each Unit.

C. Public Easements. Fire, police, health, sanitation and other public service personnel and vehicles shall have a permanent and perpetual easement for ingress and egress for pedestrian and vehicular traffic over and across the walkways, roadways, streets and driveways from time to time laid out on the Master Association Properties.

D. Ownership. The property described in Exhibit "A" attached hereto shall be conveyed to the Master Association, which shall accept such conveyance. The Master Association Properties described in Exhibit "A" attached hereto shall be for the exclusive use and benefit of all Owners of Units their respective family members, guests, tenants, lessees, agents and invitees within the Development Land; however, no guests, invitees, lessees, and tenants of Commercial Unit owners may use the fourth floor recreational facilities. The Developer shall have the right to convey additional lands to the Master Association, which additional lands shall thereupon be added to and become part and parcel of the Master Association Properties and which additional lands shall be held by the Master Association pursuant to and subject to the provisions of this Declaration. The Developer reserves the right to declare, in each deed conveying additional land to the Master Association, that the additional land conveyed to the Master Association may only be used by the Owners of Units their respective family members, guests, tenants, lessees, agents and invitees and that no guests, invitees, lessees, and tenants of Commercial Unit owners may use such additional recreational facilities or lands. The Master Association shall be responsible for the payment of taxes assessed against the Master Association Properties, together with all improvements constructed thereon. Further, the Master Association shall at all times maintain in good repair all improvements situated on its properties including, but not limited to, all recreational facilities, landscaping, paving, drainage structures, guardhouse, jogging paths, street lighting fixtures, sidewalks, television and radio antennae and cables for common use and other structures. All work pursuant to this subparagraph and all expenses hereunder shall be paid for by the Master Association through assessments imposed in accordance with Article VI hereinafter.

DR-3-

OFF
REC 1820 PG 1504

F. Developer's Easement Rights. The Developer shall have the right (and shall have an easement for ingress and egress appurtenant to such right, which easement may be utilized by Developer's employees, guests, tenants and/or invitees) to enter upon the Master Association Properties during periods of development, construction and sales by Developer upon adjacent properties for construction purposes and to facilitate sales and promotional efforts. Additionally, the Developer, its successors and assigns shall have an easement for persons and vehicles, over, across, under and upon the property described in Exhibit "A" attached hereto for the purpose of ingress and egress.

G. Parking Spaces. At the time of a conveyance of a Unit from the Developer, there shall be assigned to each residential Owner, in the Developer's sole discretion, the use of one (1) or more parking spaces. The use of an assigned parking space may be transferred to another Unit, provided the transferor executes and delivers to the Master Association a written assignment thereof. The Developer reserves the right and authority to designate the uses for all unassigned parking spaces within the Development Land and, further, the Developer reserves the right and authority to convey or lease, for consideration, all unassigned parking spaces within the Development Land. Additionally, the following use restrictions shall apply: A Unit Owner may only park within his assigned parking space and full sized cars may not park in spaces designated for compact cars. Further, the Master Association specifically reserves the right to impose fines for violation of these restrictions or tow away the offending owners vehicle, at the owners expense.

H. Recreational Facilities. Developer anticipates, but does not guarantee, that various recreational facilities will be built on the property subject to the Declaration of Restrictions and Protective Covenants, Exhibits "I" and "J" to the Declaration of Condominium and that these facilities, which may include a golf course, will be owned by the Terraverde Country Club Master Association.

Each purchaser of a condominium unit shall become a member of the Master Association and have a right to use the recreational facilities as they may be developed. Additionally, each purchaser shall be responsible for his proportionate share of the expense associated with maintenance of any and all Master Association property.

The Developer anticipates, but does not guarantee, that the Master Association will ultimately be comprised of 450 unit members.

The Developer specifically reserves for the Master Association the right to charge Master Association members a reasonable user fee if a golf course and related facilities are in fact built. Additionally, the Developer specifically reserves for the Master Association the right to invite members of the public to use the golf course and related facilities if in fact they are built and charge these individuals a user fee for such use.

V. COMMUNITY SERVICES.

There will be certain services in the discretion of the Developer or the Master Association required to be performed and certain facilities required to be owned, leased, maintained and repaired (the "Community Services") for the benefit, convenience, comfort and service of all persons living and residing within the Development Land. The Developer or Master Association shall procure or provide the Community Services which shall include, but not be limited to, the following: (i) Security systems; (ii) Community lighting systems; (iii) Landscaping and irrigation

DR-4-

OFF
REC 1820PG1505

systems; (iv) Roadways, bicycle paths, walkways and parks; (v) Master antenna system or cable television; (vi) Remove automobiles and other vehicles parked in violation of the Rules of the Master Association; and (vii) Unless otherwise provided, maintenance of the common area of any condominium created within the Developmental Lands. All expenses incurred by the Master Association in procuring and providing the Community Services shall be paid for by the Master Association through assessments imposed in accordance with Article VI hereinafter.

DR-4A-

OFF
REC 1820PG1506

VI. COVENANTS FOR MAINTENANCE ASSESSMENTS.

A. Creation of the Lien and Personal Obligation For Assessments. Each Owner of any Unit (by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance) including any purchaser at a judicial sale, shall hereafter be deemed to covenant and agree to pay to the Master Association any annual assessments or charges assessed by the Master Association for maintenance of the Master Association Properties and the improvements constructed thereon and for provision of the Community Services, and any special assessments imposed by the Master Association for capital improvements or major repairs to the Master Association Properties and the improvements constructed thereon; such assessments to be fixed, established and collected from time to time as hereinafter provided. All such assessments, together with interest thereon from the due date at the rate of eighteen percent (18%) per annum together with all costs of collection thereof (including reasonable attorneys' fees) shall be the personal obligation of the person who is the Owner of such Unit at the time when the assessment is due. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Master Association Properties or through non-use of the Community Services. In a voluntary conveyance, the grantee shall be jointly and severally liable with the grantor for all unpaid assessments up to the time of the voluntary conveyance.

B. Where the mortgagee of a first mortgage of record, or other purchaser of a Unit obtains title to the Unit as a result of foreclosure of the mortgage, or as a result of a deed given in lieu of foreclosure, such acquirer of title, acquirer's successors and assigns, shall not be liable for the share of common expenses or assessments by the Association pertaining to the Unit or chargeable to the former Unit Owner of such Unit which became due prior to acquisition of title as a result of the foreclosure (or acceptance of a deed in lieu thereof), unless such share is secured by a claim of lien for assessments that is recorded prior to the recording of the foreclosed mortgage. The unpaid share of common expenses or assessments are common expenses collectible from all of the Unit Owners, including such acquirer, acquirer's successors and assigns. It is understood that such acquirer shall be liable for acquirer's share of common expenses or assessments attributable to acquirer's Unit from the date of acquiring said Unit. Except as provided in this Declaration, no Unit Owner may be excused from the payment of Unit Owner's proportionate share of the common expenses of the Condominium unless all Unit Owners are likewise proportionately excused from such payment.

Any person who acquires an interest in a Unit, except through foreclosure (or deed in lieu thereof) of a first mortgage of record, as specifically provided in the subparagraph immediately preceding, including, without limitation, persons acquiring title by operation of law, including purchasers at judicial sales, shall not be entitled to occupancy of the Unit or enjoyment of the common elements until such time as all unpaid assessments due and owing by the former Owner have been paid, including all court costs and attorneys' fees incurred by the Association.

In order to secure the obligations of each Owner for the payment to the Master Association of all assessments imposed by the Master Association, each Owner shall be deemed to have granted, bargained, conveyed and sold unto the Master Association, in fee simple, a lien upon his Unit. Each Owner, at the time of acceptance of a deed to his Unit, shall execute a Consent and Joinder to this Declaration (in the form attached as Exhibit "B" hereto) thereby confirming and ratifying the lien hereby placed upon his Unit to secure the prompt payment of all assessments imposed by the Master Association. In the event that

DR-5-

OFF
REC 1820 PG 1507

the liens of the Master Association herein provided shall, for any cause, be determined to be invalid, extinguished or unenforceable then each Owner's financial or other obligations hereunder shall not be extinguished or diminished.

C. Purpose of Assessments. The annual and special assessment levied by the Master Association shall be used exclusively for the purpose of promoting the recreation, health, safety and welfare of the residents within the Development Land and in particular for the improvement, maintenance and repair of the Master Association Properties and provision of the Community Services including, but not limited to, the cost of insurance, labor, taxes, equipment, materials, management, maintenance and supervision thereof, as well as for such other purposes as are permissible activities of, and undertaken by, the Master Association.

D. Rates of Assessment.

1. The Master Association shall adopt a Budget for those expenses incurred pursuant to this Declaration during the month preceding the fiscal year wherein the Budget will take effect. The procedure for allocation to each Condominium within the Development Land of a portion of the expenses to be incurred pursuant to the Budget shall be as follows:

a. As to expenses applicable to more than one (1) Condominium within the Development Land but which are not applicable to all of the Condominiums within the Development Land; each condominium affected by the expense item shall be responsible for the payment of a percentage of the expense item, which percentage shall be derived from a fraction, the numerator of which shall be equal to the number of condominium units within the particular Condominium and the denominator of which shall be equal to the number of condominium units within all Condominiums likewise affected by the expense item.

b. As to expenses applicable to all Condominiums within the Development Land; each Condominium within the Development Land shall be responsible for the payment of a percentage of the expense item, which percentage shall be derived from a fraction, the numerator of which shall be equal to the number of condominium units within the particular Condominium and the denominator of which shall be equal to the number of condominium units within the Development Land submitted to the condominium form of ownership.

c. As to expenses applicable to one (1) Condominium within the Development Land; allocate to that particular Condominium only.

d. The Master Association shall determine if a particular item of expense is applicable to one (1) Condominium within the Development Land, more than one (1) Condominium within the Development Land or to all of the Condominiums within the Development Land.

2. Each Member shall be responsible for a pro rata share of the assessments allocated to the Condominium wherein his Unit is located in an amount equal to the percentage of responsibility for payment of common expenses provided in the Declaration creating his Condominium.

3. In the event any portion of the Development Land is not submitted to the condominium form of ownership, then the provisions of this Article VI, Paragraph C, shall be amended by Developer, in its sole discretion, to provide for allocation to such other form of ownership of a portion of the expenses to be incurred pursuant to the Budget.

DR-6-

OFF
REC 1820 PG 1508

E. Special Assessments for Capital Improvements and Major Repairs. In addition to the annual assessments, the Master Association may levy in any assessment year a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, unexpected repair or replacement of a capital improvement as approved by the Board of Directors of the Master Association, including the necessary fixtures and personal property relating thereto, provided that any such assessment shall have the assent of Owners of two-thirds (2/3) of the Units who are voting in person or by proxy at a meeting called for this purpose, written notice of which shall be sent to all Members at least thirty (30) days in advance thereof and which notice shall set forth the purpose of the meeting. The foregoing notwithstanding, the Board of Directors shall have the right without the consent of Owners to expend such sums as it shall determine necessary for the payment of expenditures incurred in connection with emergency repairs which are immediately required for the preservation and protection of the Association property, both real and personal. In such event, the Board shall have the power to levy special assessments for the payment for such expenditures.

F. Date of Commencement of Annual Assessments; Due Dates. The assessments for which provision are herein made shall commence on the date fixed by the Board of Directors of the Master Association to be the date of commencement. The due date of any assessment shall be fixed in the resolution authorizing such assessment, and any such assessment shall be payable in advance in monthly, quarterly, semi-annual or annual installments, as determined by the Board of Directors.

G. Duties of the Board of Directors. The Board of Directors of the Master Association shall fix the date of commencement of the assessments, and the amount of assessments for each assessment period at least thirty (30) days in advance of such date or period and shall, at that time, prepare a roster of the Units and the assessments applicable thereto which shall be kept in the office of the Master Association and shall be open to inspection by any Owner. Written notice of the assessments shall be sent to every Owner subject thereto not later than fifteen (15) days after fixing the date of commencement thereof.

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

H. Effect of Non-Payment of Assessment; the Personal Obligation of the Owner; the Lien; Remedies of the Master Association. If any assessment against any Unit is not paid within 10 days after the due date, then the assessment shall be delinquent and the Master Association may bring an action at law against the Owner personally obligated to pay the same or may foreclose the lien against the Unit on which the assessment is unpaid, or may pursue one or more of such remedies at the same time or successively, and there shall be added to the amount of such assessment attorneys' fees and costs for preparing and filing the complaint in such foreclosure action. In the event a judgment is obtained, such judgment shall include interest on the assessment at the legal rate of interest then applicable from the due date as above provided, together with court costs and attorneys' fees incurred by the Master Association. The Master Association shall further be entitled to attorneys' fees in connection with any appeal of any such action. Additionally, the failure to pay any assessment within ten (10) days from the date

DR-7-

OFF
REC 1820 PG 1509

due shall entitle the Master Association to levy a \$25.00 late charge against the defaulting Owner.

It shall be the legal duty and responsibility of the Master Association to enforce payment of the assessments hereunder.

I. Subordination of the Lien to Institutional Mortgages. The lien of the assessment provided for in this Article VI shall be subordinate to the lien of any institutional first mortgage encumbering any Unit. An institutional mortgage is defined as a mortgage owned by any state or federal bank or savings and loan association, any insurance company, real estate investment trust, trust company, savings bank or credit unit. A mortgagee in possession, a receiver, a purchaser at a foreclosure sale, or mortgagee that has acquired title by deed in lieu of foreclosure, and all persons claiming by, through or under such purchaser or mortgagee shall hold title subject to the liability and lien of any assessment becoming due after such foreclosure or conveyance in lieu of foreclosure. Any unpaid assessment which cannot be collected through enforcement of the lien against any Unit by reason of the provisions of this subparagraph I, shall be deemed to be an assessment divided equally among, payable by, and a lien against all Units subject to assessment including the Unit as to which the foreclosure (or conveyance in lieu of foreclosure) took place.

VII. INSURANCE. The Master Association shall keep in force insurance policies as follows:

A. Public Liability. Comprehensive general public liability insurance in which the Master Association and Developer, as their interests may appear, shall be the named insureds against claims for bodily injury, sickness or disease, including death, at any time resulting therefrom; and for damage to or destruction of property, including the loss or use thereof arising out of ownership, maintenance, use or operation of the Master Association Properties or any building, improvement or personalty located thereon, without maximum limitations and in which the limits of liability shall not be less than One Million Dollars for one person and Three Million Dollars for more than one person in one single accident.

B. Property Insurance. Policies of insurance insuring against loss or damage to the buildings and improvements now or hereafter located upon the Master Association Properties and all furniture, fixtures, machinery, equipment and furnishings now or hereafter brought or placed therein, insuring against loss by:

1. Fire. Fire, windstorm and such other hazards as may be included in the broadest form of extended coverage from time to time available;

2. Boiler. Boiler explosion, if boilers are now or hereafter located on the Master Association Properties.

C. Amount of Property Insurance. Property insurance shall be in an amount equal to the maximum insurable value, excluding foundation and excavation costs. In compliance with the foregoing, the Master Association shall obtain policies insuring the actual replacement costs without deduction for depreciation and in such case the term "Maximum Insurable Value" shall mean the actual replacement costs of the property required to be insured without deduction for depreciation. If policies insuring the replacement costs are not available, then the same term "Maximum Insurable Value" shall mean the actual cash value with due allowance for depreciation of the property required to be insured

DR-8-

OFF
REC 1820 PG 1510

to the extent such insurance may be afforded under policies insuring in that manner.

VIII. GENERAL PROVISIONS.

A. Duration. The covenants and restrictions contained within this Declaration shall run with and bind the Development Land (as said Development Land may exist from time to time), and shall inure to the benefit of and be enforceable by the Developer, the Master Association or the Owner of any Unit subject to this Declaration, and their respective legal representatives, heirs, successors, and assigns, for a term of 50 years from the date this Declaration is recorded, after which time said covenants and restrictions shall be automatically extended for successive periods of ten years each unless an instrument signed by the then Owners of two-thirds of the Units has been recorded, agreeing to change said covenants and restrictions in whole or in part.

B. Notice. Any notice required to be sent to any Owner under the provisions of this Declaration shall be deemed to have been properly sent when personally delivered or mailed, postage prepaid, to the last known address of the person who appears as Owner on the records of the Master Association at the time of such mailing.

C. Enforcement. Enforcement of these covenants and restrictions shall be by any proceedings at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or to recover damages, and against the Unit to enforce any lien created by these covenants; and failure by the Developer, the Master Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

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

E. Amendment. In addition to any other manner herein provided for the amendment of this Declaration, the covenants, restrictions, easements, charges and liens of this Declaration may be amended, changed, added to, derogated, or deleted at any time and from time to time upon the execution and recordation of any instrument executed by Owners holding not less than a 75% vote of the membership in the Master Association provided that so long as the Developer is the owner of any Unit affected by this Declaration the Developer's consent to any amendments hereto must be obtained.

OFF REC 1820 PG 1511

F. Effective Date. This Declaration shall become effective upon its recordation in the Public Records of Lee County, Florida.

EXECUTED as of the date first above written.

SOMERSET DEVELOPMENT CORPORATION
a Florida corporation

(SEAL)

By: Raul Planas
Raul Planas, President

STATE OF FLORIDA)
) SS:
COUNTY OF)

The foregoing instrument was acknowledged before me this day of December 10, 1985, by Raul Planas, President of SOMERSET DEVELOPMENT CORPORATION, a Florida corporation, on behalf of the corporation.

Teresa L. ...
Notary Public, State of Florida
at Large

My Commission Expires:
NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. SEPT 5, 1988
BONDED THRU GENERAL INS. UND.

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REC 1820PG1512

EXHIBIT "A"

The northeast quarter (NE-1/4) of the northeast quarter (NE-1/4) AND the north half (N-1/2) of the southeast quarter (SE-1/4) of the northeast quarter (NE-1/4) of Section 12, Township 46 South, Range 24 East, Lee County, Florida; LESS the West 30 feet for Island Park Road according to instrument recorded in Official Record Book 844 at page 383, Lee County Records.

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REC 1820 PG 1513EXHIBIT "B"
CONSENT AND JOINDER

WHEREAS, SOMERSET DEVELOPMENT CORPORATION, a Florida corporation (hereinafter referred to as the "Developer"), pursuant to and in accordance with the Declaration of Restrictions and Protective Covenants of Terraverde Country Club Master Association (hereinafter referred to as the "Declaration"), has imposed certain restrictions and covenants upon the real property described in Exhibit "A" attached to said Declaration; and

WHEREAS, the Declaration has imposed upon TERRAVERDE COUNTRY CLUB MASTER ASSOCIATION, a Florida corporation not-for-profit (hereinafter referred to as the "Master Association"), the responsibility for maintenance and repair of the Master Association (as therein defined) and for provision of the Community Services (as therein defined); and

WHEREAS, the undersigned (hereinafter referred to as the "Member") has purchased or is about to purchase a condominium unit in TERRAVERDE 3, A CONDOMINIUM, located in Lee County, Florida and, as a consequence of said purchase, will become a member of the Master Association; and

WHEREAS, it is the desire and in the best interest of the Member to provide for the collection by the Master Association of all assessments or charges imposed by the Master Association for the maintenance and repair of the Master Association and for the provision of the Community Services, which assessments may include special assessments imposed by the Master Association for capital improvements or major repairs to the Master Association Properties and the improvements constructed thereon; and

WHEREAS, it is appropriate, therefore, that said Member and others similarly situated commit to pay their fair share of the assessments or charges imposed by the Master Association and to secure said commitment with a lien upon the Member's condominium unit described below.

NOW, THEREFORE, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations, the receipt whereof is hereby acknowledged, the undersigned does hereby agree as follows:

1. The Member, by the execution of this Consent and Joinder, does hereby confirm his membership in the Master Association and as such shall be entitled to the benefits and be subject to the obligations consistent with said membership.
2. The Member agrees to pay promptly his pro rata share of all assessments or charges, regular or special, imposed by the Master Association pursuant to the obligations imposed upon the Master Association by the Declaration.
3. The Member, for and on behalf of himself, his guests, invitees, lessees, licensees, agents, servants, or employees, does hereby agree to be bound by and abide by the rules and regulations promulgated by the Master Association, from time to time, with respect to the Master Association Properties.
4. The Member covenants and agrees to perform each and every one of the promises, duties and undertakings to be performed by members of the Master Association in accordance with the Articles of Incorporation and By-Laws of the Master Association.

OFF
REC 182061514

5. The Member covenants and agrees to do all things possible to assure that the Master Association perform any promises, duties and undertakings to be performed by it pursuant to any contractual arrangements entered into by the Master Association.

6. The Member ratifies and confirms each and every provision of the Articles of Incorporation and By-Laws of the Master Association, all the terms and provisions thereof having been fully disclosed and accepted as being reasonable and in the best interest and for the benefit of all of the members of the Master Association and himself as a Member thereof.

7. The Member acknowledges that the condominium unit described below is subject to the Declaration of Restrictions and Protective Covenants for Terraverde Country Club Master Association recorded in Official Records Book _____ at Page _____ of the Public Records of Lee County, Florida and that this Consent and Joinder and said Declaration shall run with said condominium unit and shall bind each and every subsequent owner thereof as if said subsequent owner had executed an original of this Consent and Joinder.

8. The Member executing this Consent and Joinder acknowledges that he has had adequate opportunity to read the documents referred to herein and agrees to be bound by all of them. The Member acknowledges that he understands the nature of his membership in the Master Association and the Member acknowledges for himself, his heirs, successors and assigns that his obligations thereunder, including the payment of all assessments imposed by the Master Association, are hereby secured by a continuing lien in favor of the Master Association against his condominium unit and property which the undersigned does hereby grant, sell, bargain, convey and confirm to the Master Association on the following described real property.

Condominium Unit _____ at
TERRAVERDE 3, A CONDOMINIUM, according to the
Declaration of Condominium thereof, as
recorded in Official Records Book _____ at
Page _____ of the Public Records of Lee
County, Florida; together with a lien on all
tangible personal property, including
furniture, furnishings, fixtures, appliances,
equipment or goods now or hereafter located
therein and all additions and accessions
thereto.

This continuing lien shall at all times be subordinate to the lien of an institutional first mortgagee (as defined in the Declaration) encumbering the aforescribed condominium unit.

9. The Member, by the execution of this Consent and Joinder and the confirmation of the lien on the Member's condominium unit, does hereby waive any exemption of the condominium unit as homestead property provided under the Florida Constitution (if applicable) to the enforcement of said lien. Said member further confirms that he has impressed this lien on his condominium unit prior to his taking possession thereof and that this lien is prior in time and superior to any homestead rights he might acquire.

IN WITNESS WHEREOF, the undersigned Member has executed this

OFF REC 182061515

Consent and Joinder this ____ day of _____, 19__.

Witness:

UNIT OWNER

UNIT OWNER

STATE OF FLORIDA)
) SS:
COUNTY OF)

The foregoing Consent and Joinder was acknowledged before me
this ____ day of _____, 19__, by _____
and _____.

My Commission Expires:

Notary Public, State of Florida
at Large

Dec 23 1 45 PM '95
RECORDED IN OFFICIAL
RECORDS
LEE COUNTY, FLORIDA
RECORD VERIFIED
Blair

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