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TERRY V. BROUGHTON, P.A.
ATTORNEY AT LAW

1705-D2 COLONIAL BOULEVARD
FORT MYERS, FLORIDA 33907

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

February 11, 2000

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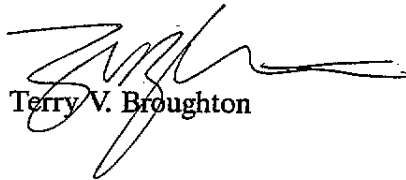
Secretary of State
Division of Corporations
P.O. Box 6327
Tallahassee, FL 32314-6327

RE: Metro-Daniels Owners' Association, inc.

Dear Sir/Madam:

Enclosed for filing are Articles for the above-referenced corporation along with a check in the amount of \$70.00 for recording. Please return a stamped, filed copy for our records.

Sincerely,


Terry V. Broughton

TVB/jvs

Terry Broughton
AUTHORIZATION BY LINE TO
ADD PRINCIPAL ADDRESS

ltr\sos.bnd

LOU B. PH 2/18/2000

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ARTICLES OF INCORPORATION
of
METRO-DANIELS OWNERS' ASSOCIATION, INC.
(a Florida corporation not for profit)

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

1. NAME. The name of this corporation shall be METRO-DANIELS OWNERS' ASSOCIATION, INC. ("Association").

2. DEFINITIONS.

2.1 All terms which are defined in the Restated Easement Declaration ("Covenants") recorded in the public records of Lee County, Florida, with respect to the parcels described in the attached Exhibit "A" shall be used herein with the same meanings as defined in said Covenants.

2.2 "Association" as used herein shall mean the METRO-DANIELS OWNERS' ASSOCIATION, INC., a Florida corporation not-for-profit, the corporation formed by these Articles, its successors or assigns.

3. PURPOSES. The purposes for which this Association is organized are to operate and maintain and own the Easements defined in the Covenants in accordance with and pursuant to the Covenants, or any Amendment thereto, and to fulfill its obligations in accordance with and pursuant to the Covenants.

4. GENERAL POWERS. The general powers that the Association shall have are as follows:

4.1 All of the common law and statutory powers of a Florida corporation not-for-profit, except as herein entitled, insurance, including, without limitation, the power to sue and be sued.

4.2 All of the powers reasonably necessary to implement its purposes including those set forth herein.

4.3 To do all of the acts required to be performed by it in accordance with the Covenants.

4.4 To hold funds solely and exclusively for the benefit of the Owners for purposes set forth in these Articles.

4.5 To promulgate and enforce By-Laws, Rules, Regulations, and agreements to effectuate the purposes for which the Association is organized and to make, establish and enforce Rules and Regulations governing the use of the Common Areas consistent with the Covenants.

4.6 To delegate power or powers where such is deemed in the interest of the Association.

4.7 To purchase, lease, hold, sell, mortgage or otherwise acquire or dispose of, real or personal property, except to the extent restricted hereby; to enter into, make, perform or carry out contracts of every kind with any person, firm, corporation, association or other entity; to do any and all of the activities and pursue any and all of the objects and purposes set forth in these Articles and not forbidden by the Laws of the State of Florida.

4.8 To make, levy and collect assessments for the purpose of obtaining funds from Owners to pay for the operational expenses of this Association ("Operating Expenses"), and costs of collection, and to use and expend the proceeds of assessments in the exercise of its powers and duties hereunder.

4.9 To charge recipients for services rendered by the Association and users for use of Association property when such is deemed appropriate by the Board.

4.10 To pay taxes and other charges, if any, on or against property owned, leased, licensed or accepted by the Association.

4.11 To maintain, repair, replace and operate the Common Areas, including, but not limited to, any Common Area to be maintained in a natural state, utilized for recreation purposes or utilized for drainage purposes, in accordance with: those governmental regulations which are applicable, the Covenants, and any Amendments thereto.

4.12 To enforce by legal means the obligations of the Members of this Association, the provisions of the Covenants and the provisions of any Supplement.

4.13 To contract for professional management (the "Manager"), which may be an individual, corporation, partnership or other entity) and to delegate to such Manager certain powers and duties of this Association.

4.14 To contract for the maintenance, security, administration and other functions to be carried out by the Association.

4.15 To contract with governmental or quasi-governmental entities and with other owner associations regarding maintenance and administration.

4.16 To provide, improve, maintain, repair, replace and operate water management facilities on, upon, over and under the drainage easements described in the Covenants, and to conduct water monitoring procedures as required from time to time by the South Florida Water Management District.

4.17 Notwithstanding anything contained herein to the contrary, this Association shall not have the power to, and shall not, engage in or carry on propaganda or otherwise attempt to influence legislation, or participate or intervene, directly or indirectly in any political campaign on behalf of, or in opposition to, any candidate for office, whether public, quasi-public or private, or otherwise engage in or carry on any political action including the publishing or distribution of statements, nor shall Owners perform any such activities in the name of the Association.

5. BOARD OF DIRECTORS.

5.1 Authority. The affairs of the Association shall be managed by a Board of Directors ("Board") consisting of three persons.

5.2 Qualifications. Except those Directors appointed by Declarant, all Directors must be Members of the Association and residents of the Subdivision and of the State of Florida.

5.3 Elections. Elections of Directors shall be by plurality vote.

5.4 Appointed and Elected Directors.

5.4.1 Declarant shall have the right to designate the full membership of the Board as soon as practical after the Declarant has sold and conveyed 75% of the total of the Lots contained in the Property. Thereafter, all Lot Owners shall elect the Board.

5.4.2 In no event can a Director appointed by Declarant be removed, except by action of Declarant. Any Director appointed by Declarant shall serve at the pleasure of Declarant, and may be removed from office, and a successor Director may be appointed at any time by Declarant.

5.5 First Board. The names and addresses of the members of the first Board who shall hold office until their successors are elected or appointed and have qualified, are as follows:

1. Chris Bundschu, 5900 Enterprise Parkway, Fort Myers, FL 33905
2. Gayle Bundschu, 5900 Enterprise Parkway, Fort Myers, FL 33905
3. Donny Andrews, 13411 Metro Parkway, Fort Myers, FL 33912

5.6 Term of Office. The initial term of Chris Bundschu and Gayle Bundschu shall be two (2) years. The term of Donny Andrews shall be one (1) year.

5.6.1 Thereafter, as many Directors shall be elected and appointed, as the case may be, as there are regular terms of office of Directors expiring at such time and the term of the Directors so elected and appointed at each annual meeting shall be for two years expiring on the second annual meeting following the annual meeting at which they were elected, and thereafter until their successors are duly elected and qualified or until removed from office with or without cause by the affirmative vote of a majority of the Owners which elected or appointed them.

6. MEMBERS.

6.1 Assessments and installments thereof not paid when due shall bear interest at the maximum rate allowed by law from the date when due until paid and shall result in the suspension of voting privileges during any period of such nonpayment.

6.2 The qualification of Owners, the manner of their admission to membership, the termination of such membership and voting by Owners shall be as follows:

6.2.1 The Members of the Association shall be the record owners of any fee interest in any part of Benefited Parcel (as defined in the Covenants).

6.2.2 Membership shall be established effective immediately upon becoming a record owner of a Lot, provided, however, that such new Owner's rights shall not be effective until the new Owner presents the Association with a recorded copy of the Warranty Deed or other muniment of title conveying the title to the Lot so conveyed and such membership shall pass with title to the Lot in question as an appurtenance thereto with no such membership or rights arising therefrom being transferable in any manner except as an appurtenance to such Lot.

6.2.3 Each and every Owner shall be entitled to the benefits of Membership, in the Association, and shall be bound to abide by the provisions of the Covenants.

7. OFFICERS.

7.1 The Officers of the Association shall be a President, a Vice-President, a Secretary and a Treasurer, and such other Officers as the Board may from time to time deem necessary. Any two or more offices may be held by the same person except that the offices of President and Secretary may not be held by the same person. Officers shall be elected for one year terms in accordance with the procedure set forth in the By-Laws.

7.2 The names of the Officers who are to manage the affairs of the Association until their successors are duly elected and qualified are:

Chris Bundschu	-	President
Donny Andrews	-	Vice President
Gayle Bundschu	-	Secretary/Treasurer

8. CORPORATE EXISTENCE. The Corporation shall have perpetual existence.

9. BY-LAWS. The Board shall, from time to time, adopt, alter, amend or rescind By-Laws not inconsistent with these Articles and the Covenants. However, the provisions of these Articles shall prevail in any conflict between the provisions of these Articles and the provisions of the By-Laws.

10. AMENDMENT TO ARTICLES OF INCORPORATION.

10.1 These Articles may be amended in the following manner:

10.1.1 The Board, by majority vote, shall adopt a resolution setting forth the proposed amendment and direct that it be submitted to a vote of the Owners at a meeting, regular or annual, of the Members of the Association;

10.1.2 Notice of the subject matter of the proposed amendment shall be included in the notice to Owners of any meeting of the Owners at which such proposed amendment is to be considered;

10.1.3 Such proposed amendment must be submitted to and approved by the Owners at a meeting of the Membership. Approval by the Members must be by a vote of a majority of the votes of all Owners entitled to vote thereon.

10.1.4 Any number of amendments may be submitted to the Owners and voted upon at one meeting.

10.1.5 Notwithstanding the foregoing, an amendment to these Articles may be made by a written statement signed by all Owners and Directors eligible to vote.

10.2 No amendment may be made to these Articles which shall in any manner reduce, amend, affect or modify the terms, conditions, provisions, rights and obligations set forth in the Covenants.

10.3 A copy of each amendment shall be certified by the Secretary of State of the State of Florida.

10.4 Notwithstanding the foregoing provisions of this Article 10, there shall be no amendment to these Articles which

10.4.1 shall abridge, amend or alter the rights of Declarant, including the right to designate and select the Directors as provided in Article 5 hereof, or the provisions of this Article 10, without the prior written consent therefor by Declarant, nor shall any amendment to these Articles,

10.4.2 make any changes in the qualifications for membership or the voting rights of the Owners, or make any change that would terminate the Association without approval in writing of the Owners affected.

11. SUBSCRIBERS. The names and addresses of the incorporator is as follows:
Chris Bundschu, 5900 Enterprise Parkway, Fort Myers, FL 33905.

12. INDEMNIFICATION OF OFFICERS AND DIRECTORS. Every Director and every Officer of the Association (and the Directors and/or Officers as a group) shall be indemnified by the Association against all expenses and liabilities, including counsel fees, at all trial and appellate levels, reasonably incurred by or imposed upon such person or persons in connection with any claim, proceeding, litigation or settlement in which they may become involved by reason of being or having been a Director or Officer of the Association. The foregoing provisions for indemnification shall apply whether or not such person is a Director or Officer at the time such expenses are incurred. Notwithstanding the above, in instances where a Director or Officer admits or is adjudged guilty by a court of competent jurisdiction of willful misfeasance or malfeasance in the performance of such person's duties, the indemnification provisions of these Articles shall not apply. Otherwise, the foregoing rights to indemnification shall be in addition to and not exclusive of any and all right of indemnification to which a Director or Officer may be entitled, whether by statute or common law. No amendment to this Article which reduces or restricts the indemnity created herein may be adopted without the prior consent of each and every Officer and Director, whether current or former, affected by such amendment.

13. TRANSACTION IN WHICH DIRECTORS OR OFFICERS ARE INTERESTED.

13.1 No contract or transaction between the Association and one or more of its Directors or Officers, or between the Association and any other corporation, partnership, association, or other organization in which one or more of its Directors or Officers are directors or officers or have a financial interest, shall be invalid, void or voidable solely for this reason, or solely because the Director or Officer is present at or participates in the meeting of the Board or a committee thereof which authorized the contract or transaction, or solely because his or their votes are counted for such purpose. No Director or Officer of the Association shall incur liability by reason of the fact that he is or may be interested in any such contract or transaction.

13.2 Interested Directors may be counted in determining the presence of a quorum at a meeting of the Board or of a committee which authorized the contract or transaction.

14. DISSOLUTION OF THE ASSOCIATION.

14.1 In the event of a dissolution of the Association, the easement described in the Covenants shall be conveyed or dedicated to a similar non-profit organization or entity to assure continued maintenance and operation of the easement.

14.2 The Association may be dissolved upon a resolution to that effect being approved by all of the following: (a) two-thirds (2/3rds) of the Directors of the Board; (b) two-thirds (2/3rds) of the Owners; (c) the issuance thereafter of a decree of dissolution by a Circuit Judge as provided by Florida Statutes, as amended.

15. GENDER. Wherever the male pronoun is used herein, it shall be understood to be the female pronoun if the context or sex of the party referred to so requires.

16. CONFLICT OF DOCUMENTS. In the event of any conflict between the provisions of these Articles and the provisions of the Covenants, the provisions of the Covenants shall prevail.

17. DESIGNATION OF REGISTERED AGENT. Chris Bundschu is hereby designated as the Corporation's Registered Agent for service of process within the State of Florida, 5900 Enterprise Parkway, Fort Myers, FL 33905. The principal address is the same as the registered office.

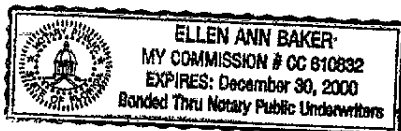
IN WITNESS WHEREOF, the undersigned subscribers have executed these Articles of Incorporation this 10th day of February, 2000.

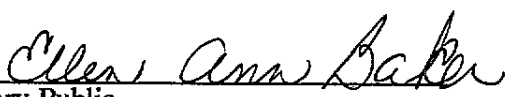

CHRIS BUNDSCHU

STATE OF FLORIDA)
)
COUNTY OF LEE)

THE FOREGOING ARTICLES OF INCORPORATION WERE ACKNOWLEDGED BEFORE ME THIS 10th DAY OF February, 2000, BY CHRIS BUNDSCHU. HE IS PERSONALLY KNOWN TO ME OR HAS PRODUCED _____ AS IDENTIFICATION.

[Seal]




Notary Public
Printed Name: ELLEN ANN BAKER
Commission Expires: 12/30/2000

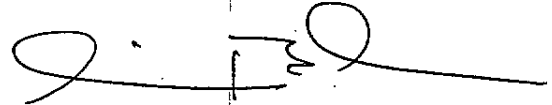
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CONSENT OF REGISTERED AGENT

SECRETARY OF STATE
TALLAHASSEE, FLORIDA

Chris Bundschu hereby consents to his designation as Registered Agent in the foregoing Articles of Incorporation.

A handwritten signature in black ink, appearing to read "Chris Bundschu", written over a horizontal line.

CHRIS BUNDSCHU

EXHIBIT A

THE UNIVERSITY OF CHICAGO PRESS

INSTR # 4782651
OR BK 03203 PG 4053

RECORDED 12/28/99 03:17 PM
CHARLIE GREEN CLERK OF COURT
LEE COUNTY
RECORDING FEE 51.00
DEPUTY CLERK T Voges

(Name & No.)

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RESTATED EASEMENT DECLARATION

THIS DECLARATION is dated the 28 day of December, 1999, and is by Daniels & Metro Group, a Florida general partnership ("Daniels") Denmark Imports, Inc., a Florida corporation ("Denmark") and Andrews Family Limited Partnership, a Florida limited partnership ("Andrews").

PREMISES

A. Daniels is the owner of the real estate described in Exhibit A, attached ("Parcel A").

B. Denmark is the owner of the real estate described in the attached Exhibit B ("Parcel B").

C. Andrews is the owner of the real estate described in the attached Exhibit C ("Parcel C").

D. The Parcels described in this declaration are subject to an Easement Declaration originally recorded in O.R. Book 2720, Page 2864, and subsequently amended in O.R. Book 3112, Page 277, all in the Public records of Lee County, Florida (collectively "Prior Declarations").

E. The Parties to this Declaration now desire to provide for common maintenance of the easement defined herein. This Declaration shall supersede the Prior Declarations in their entireties.

DECLARATION

Daniels declares that the Easement described below is now and shall hereafter be held transferred, sold, conveyed, and occupied subject to the covenants, restrictions and easements set forth in this Declaration, for the benefit of the Parcel Owners.

1. Definitions.

1.1. The term "Parcel Owner(s)" shall be deemed to refer to the owner of a "Benefited Parcel".

1.2. A Benefited Parcel is any part of Parcel A for which a separate parcel number is now or hereafter maintained by the Lee County Tax Appraiser.

1.3. "Association" shall refer to Metro-Daniels Owners' Association, Inc., a Florida corporation not for profit.

2. The Easement. A nonexclusive easement is hereby established over, under and across the parcel described in the attached Exhibit D (the "Easement"), appurtenant to the Benefited Parcels, for the following purposes:

2.1. Pedestrian and vehicular ingress and egress:

2.2. Water, sewer, sewer force main, electric, telephone, cable television and other utilities:

2.3. Street lighting;

2.4. Stormwater management.

The Association shall own such rights in the Easement as are necessary for the purposes expressed herein.

3. Maintenance of Easements.

3.1. Except as provided in Section 7 below, the Association shall maintain the Easements to the extent required to provide a reasonably smooth and level paved driving surface. The Association shall provide the owners with notice not less than 30 days in advance of sums proposed to be expended to maintain the Easement, and, after the work is completed, provide copies of invoices from third parties who perform water management maintenance work. Each owner shall make payment to the Association within 15 days of notice of the maintenance. Failure to give advanced notice shall not effect the obligation of owners to reimburse the Association for reasonable maintenance expenses. The owners of each developed parcel shall reimburse the Association for the reasonable cost of maintaining the Easement as provided below.

3.2. The Easement maintenance shall be performed by a person or entity not affiliated with an owner. There shall be no compensation to the Association except as reimbursement for charges paid to a third party.

3.3. A parcel owner's share of the maintenance expense shall be allocated in proportion to the acreage included within any Assessable Parcel, excluding any areas subject to Open Space easements by virtue of the Amendment to Water Management Covenant recorded in O.R. Book 3112, Page 282 of the Public Records of Lee County, Florida. The acreage of the Easement shall not be included for determining the allocation of maintenance expenses. Except as provided in the preceding sentence, any acreage within an Assessable Parcel, having a separate parcel identification number assigned by the Lee County Tax Appraiser shall be included for determining the allocation of Easement maintenance expenses. Maintenance expense shall not include taxes of any nature incurred with respect to the Easement.

3.4. In the event that the Association does not properly maintain the Easements, any owner having a right to use the Easement shall have the right to maintain the Easement subject to the procedures of the preceding sub-section, after giving 30 days notice to all other owners of the failure of the Association and notice of the intended action and cost.

3.5. Any owner desiring to create improvements in the Easement shall provide the Association with copies of the relevant permits and plans not less than 15 days prior to commencing work.

3.6. A parcel owner may not waive or otherwise escape liability for the payments by non-use or abandonment of his Parcel.

3.7. Any assessment not timely paid to the Association shall accrue interest at the highest rate permitted by law, from the 31st day following the Association's notice of invoice to the defaulting owner.

3.8. The Association may elect to collect regular assessments to provide for future maintenance of the Easement.

3.9. Improvement or maintenance shall not unreasonably interfere with the use of the Easement by the Parcel Owners.

4. Insurance. The Association may maintain public liability insurance in the amount deemed appropriate by the Association in an amount not less than \$1,000,000 per occurrence, with each Owner as additional insureds, and the cost of the insurance shall be treated as a maintenance expense. Any owner having the right to use the

Easement shall have the right, but not the obligation, to acquire additional liability and other types of insurance with respect to the Retention Easement at their expense.

5. Membership and Voting Rights.

5.1. Restraint Upon Assignment of Share in Assets. The interests of members in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to a Parcel.

5.2. Approval or Disapproval of Matters. Whenever the decision of an Owner is required upon any matter, whether or not the subject of an Association meeting, such decision shall be expressed in accordance with the By-Laws of the Association.

5.3. Membership. The record owners of each portion of the Benefited Parcel shall be members of the Metro-Daniels Owners' Association, Inc., and no other persons or entities shall be entitled to membership except for subscribers to the Articles of Incorporation. Membership shall be established by acquisition of ownership of fee title to, or fee interest in a portion of the Benefited Parcel whether by conveyance, devise, judicial decree or otherwise, subject to the provisions of these Covenants and by the recordation in the Public Records of the deed or other instrument establishing the acquisition by the delivery to the Association of a true copy of such recorded deed or other instrument, and thereupon the membership of the prior owner to the parcel shall be terminated.

5.4. Voting. There shall be only one (1) vote for each one-tenth of an acre owned within the Benefited Parcel on matters as to which the membership shall be entitled to vote.

6. Assessments.

6.1. Covenant to Pay. Each Owner, by acceptance of a deed for a portion of the Benefited Parcel, whether or not it shall be so expressed in such deed, shall be covenanting and agreeing to pay to the Association assessments, special assessments for capital improvements and special assessments for any other Association expenses as determined by the Association Board and reasonably related to the purposes of this Covenant.

6.2. Personal Obligation. Each such assessment, together with interest and costs of collection, including reasonable attorneys' fees, which includes those resulting from appellate proceedings, shall also be the personal obligation of the Owner at the time such assessment fell due, and any due and unpaid assessment shall also be the personal obligation of each person who becomes an owner of the parcel. Each Owner, except as expressly provided for mortgagees, by acceptance of a deed for a parcel, is personally covenanting and agreeing to pay any such obligation falling due prior to or during the time of his ownership and such personal obligation shall survive any conveyance. It is the Owner's responsibility to keep the Association informed of changes in ownership and changes of address. An Owner has a duty to inquire about the status of assessments from time to time. An Owner shall not be excused from the obligation to pay assessments because of absence of actual notice.

6.3. By-Law Provisions. The purpose, amount, rate, exemption from, and effect of non-payment of assessments, and the establishment of budgets shall be as set forth in the Association's By-Laws.

7. Special Maintenance and Assessment Provision. In consideration of the fact that a portion of the easement runs through the primary parking area for the parcel described in the attached Exhibit E (Parcel E) which is a portion of Parcel A, the following special provisions shall apply with respect to Parcel E:

7.1. The Parcel E Owner shall have primary responsibility for maintenance of that part of the easement lying within Parcel E. In consideration of the primary liability for maintenance of that portion of the easement in Parcel E, Parcel E Owner shall be excused from payment of assessments for so long as the Parcel E Owner fulfills its obligation to maintain.

7.2. The Owner of Parcel E shall have the right to elect to be included within the normal assessments, and to otherwise be subject to the provisions of this Declaration by filing written notice of such intent in the public records and by contemporaneously delivering notice of such intent to the Association. If the Parcel E Owner makes such an election, there shall thereafter be no right to rescind the election.

7.3. In the event that the Owner of Parcel E fails to correct any deficiencies in the maintenance within thirty (30) days after notice from the Association of the particulars of the deficiency, then the Association shall have the right to undertake the maintenance required and to be reimbursed by the Parcel E Owner for the actual cost of such maintenance. The Association shall have the right to file a lien against Parcel E for any unpaid maintenance costs in the same manner as lien would be filed for failure of any of the other owners to pay an assessment as provided herein.

8. Lien.

8.1. If any Owner of a portion of the Benefited Parcel fails to pay any assessment or make any other payment required to be paid to the Association within thirty (30) days after written request by the Association, the Association is hereby granted a lien on such parcel which shall secure the payment then due and all sums coming due thereafter up to the date of the satisfaction or other discharge of the claim of lien, together with interest at the highest permitted legal rate under the laws of the State of Florida from date of delinquency, and all costs of collection, including reasonable attorneys' fees, which includes those resulting from appellate proceedings, which may be incurred by the Association in enforcing compliance with this paragraph.

8.2. The lien herein granted shall be effective from and after the date of recording of a Claim of Lien in the Public Records. The Claim of Lien shall state the description of the property encumbered thereby, the name of the Owner, the amount then due and the date when due and the lien shall continue in effect until all sums secured by said lien, as herein provided, shall have been fully paid, and the lien satisfied or discharged.

8.3. The Association may bring an action of law against an Owner to pay his personal obligations to the Association, or it may foreclose the lien against his parcel in the manner of a mortgage foreclosure. An Owner against whom any such proceeding is successfully brought shall pay all costs of collection, including reasonable attorneys' fees, which includes those resulting from appellate proceedings.

8.4. No Owner may waive or otherwise escape liability for the payments by non-use or abandonment of his parcel.

9. Subordination of the Lien.

The lien herein created is subordinate and inferior to the lien and operation of any first mortgage encumbering the parcel in question given by the Owner to an institutional mortgagee except for mortgages given after the date of recording a claim of lien against the parcel.

10. Notices. Any notice required by this Covenant shall be deemed to have been received three days after posting by certified mail to the address of the recipient as indicated by the records of the Lee County Tax Appraiser.

11. No Partnership. This agreement is not intended to create a partnership or joint venture among the parties.

12. Law Applicable. This agreement shall be construed under and in accordance with the laws of the State of Florida and all actions brought hereunder, whether at law or in equity, shall be brought in the Circuit Court in and for Lee County, Florida.

13. Reference. References to this agreement shall include any amendment or renewal thereof.

14. Construction and Severability. In case any one or more of the provisions contained in this agreement shall, for any reason, be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision, and this agreement shall be construed as if such invalid, illegal or unenforceable provisions had never been contained herein.

15. Duration. The covenants contained in this Declaration will run with the land and be binding upon the Parcel Owners, inuring to the benefit of and enforceable by each Parcel Owner and each person claiming by, through and under them, for a term beginning with the date of recording this Declaration and ending on December 31, 2025, after which they will be automatically extended for successive periods of ten years each unless an instrument terminating them is executed by Parcel Owners owning not less than all of the Benefited Parcel.

16. Amendment. This Declaration may be amended by a recorded instrument executed by the owners of each Benefited Parcel.

17. Attorneys' Fees and Costs. If any action at law or in equity is brought to enforce or interpret the terms of this agreement is required, the prevailing party shall be entitled to reasonable attorneys' fees, costs and necessary disbursements in addition to any other relief to which such party may be entitled.

Witnesses to Daniels:

Teen E Clemons
Allen Baker

Daniels & Metro Group, a Florida
general partnership

By: Chris Bundschu

Chris Bundschu, as general
partner

STATE OF FLORIDA)
COUNTY OF LEE)

THE FOREGOING instrument was acknowledged before me this 28 day of December, 1999, by Chris Bundschu, as general partner of Daniels & Metro Group, a Florida general partnership on behalf of the partnership. He is personally known to me or has produced _____ as identification.

My Commission Expires: 12/07/2003

Teen E Clemons
Notary Public

(seal)



Witnesses to Denmark:

DENMARK IMPORTS, INC., a Florida corporation

Lynn Kruger
Carol E Pardal

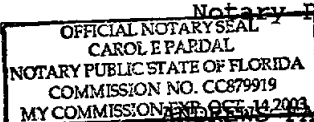
By: Donny Andrews
Donny Andrews, President

STATE OF FLORIDA)
COUNTY OF LEE)

THE FOREGOING instrument was acknowledged before me this 27 day of December, 1999, by Donny Andrews as President of Denmark Imports, Inc., a Florida corporation on behalf of the corporation. He is personally known to me or has produced F.O.D.L.C. as identification.

Carol E Pardal

My Commission Expires:



Notary Public (seal)

Witnesses to Andrews:

Carol E Pardal

ANDREWS FAMILY LIMITED PARTNERSHIP,
a Florida limited partnership

By: Donny Andrews

Lynn Kruger

as general partner

STATE OF FLORIDA)
COUNTY OF LEE)

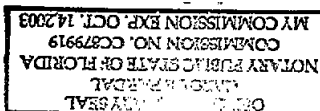
THE FOREGOING instrument was acknowledged before me this 27 day of December, 1999, by Donna L. Andrews as general partner of Andrews Family Limited Partnership, a Florida limited partnership on behalf of the partnership. He is personally known to me or has produced F.O.D.L.C. as identification.

Carol E Pardal

Notary Public

My Commission Expires:

(seal)



LEGAL DESCRIPTION - PARCEL "Z"

A PARCEL OF LAND LYING IN THE NORTHWEST QUARTER (NW 1/4) OF SECTION 19, TOWNSHIP 45 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 19, THENCE N88°59'52"E ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER FOR 861.58 FEET TO AN INTERSECTION WITH THE SOUTHERLY PROLONGATION OF THE CENTERLINE OF METRO PARKWAY AS DESCRIBED IN OFFICIAL RECORDS BOOK 1714, PAGE 3747, LEE COUNTY PUBLIC RECORDS; THENCE N04°38'54"W ALONG SAID PROLONGATION AND SAID CENTERLINE FOR 935.16 FEET TO A POINT OF CURVATURE; THENCE N85°21'06"E LEAVING SAID CENTERLINE FOR 84.50 FEET TO A POINT OF TANGENCY ON THE EASTERLY RIGHT-OF-WAY LINE OF SAID METRO PARKWAY; THENCE S04°38'54"E ALONG SAID EASTERLY RIGHT-OF-WAY LINE FOR 226.73 FEET TO THE SOUTHERLY LINE OF A 50 FEET WIDE ROADWAY EASEMENT DESCRIBED IN OFFICIAL RECORDS BOOK 2221, PAGE 3560 LEE COUNTY PUBLIC RECORDS AND THE POINT OF BEGINNING; THENCE N85°21'06"E ALONG SAID SOUTHERLY LINE FOR 506.84 FEET TO THE EAST LINE OF THE WEST HALF (W 1/2) OF THE NORTHWEST QUARTER (NW 1/4) OF AFORESAID SECTION 19; THENCE S00°53'27"W ALONG SAID EAST LINE FOR 594.93 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF DANIELS ROAD (150 FEET FROM CENTERLINE); THENCE S88°59'52"W ALONG SAID NORTHERLY RIGHT-OF-WAY LINE FOR 161.14 FEET TO A POINT OF CURVATURE; THENCE WESTERLY ALONG THE ARC OF A CURVE CONCAVE TO THE SOUTH (RADIUS = 5879.58 FEET, INTERIOR ANGLE = 00°43'06", CHORD BEARING AND DISTANCE = S88°38'19"W, 73.72 FEET) FOR 73.72 FEET; THENCE N04°38'54"W FOR 257.99 FEET; THENCE S85°21'06"W FOR 138.00 FEET; THENCE S53°20'47"W FOR 28.30 FEET; THENCE S85°21'06"W FOR 39.01 FEET TO THE AFORESAID EASTERLY RIGHT OF WAY LINE OF METRO PARKWAY AS DESCRIBED IN OFFICIAL RECORDS BOOK 2200, PAGE 2513, LEE COUNTY PUBLIC RECORDS; THENCE N04°38'54"W ALONG SAID RIGHT-OF-WAY LINE FOR 56.07 FEET; THENCE N05°41'59"W FOR 218.04 FEET; THENCE N15°56'50"W FOR 50.99 FEET; THENCE N04°38'54"W FOR 10.62 FEET TO THE POINT OF BEGINNING. CONTAINING 220,129 SQUARE FEET OR 5.053 ACRES, MORE OR LESS.

SUBJECT TO EASEMENTS, RESTRICTIONS AND RESERVATIONS OF RECORD.

EXHIBIT B - LEGAL DESCRIPTION

PROPERTY DESCRIPTION FOR DENMARK IMPORTS

A TRACT OR PARCEL OF LAND LYING IN THE NORTHWEST QUARTER (NW 1/4) OF SECTION 19, TOWNSHIP 45 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

FROM THE WEST QUARTER CORNER OF SAID SECTION 19, RUN N 88D 59' 52" E ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER FOR 861.58 FEET TO AN INTERSECTION WITH THE SOUTHERLY PROLONGATION OF THE CENTERLINE OF METRO PARKWAY AS DESCRIBED IN THE OFFICIAL RECORD BOOK 1714, PAGE 3745, LEE COUNTY PUBLIC RECORDS; THENCE N 04D 38' 54" W ALONG SAID PROLONGATION OF CENTERLINE FOR 373.75 FEET; THENCE N 85D 21' 06" E FOR 84.50 FEET TO THE FORMER EASTERLY RIGHT OF WAY LINE OF METRO PARKWAY; THENCE CONTINUE N 85D 21' 06" E FOR 13.99 FEET TO THE EASTERLY RIGHT OF WAY LINE OF METRO PARKWAY AND THE POINT OF BEGINNING; THENCE CONTINUE N 85D 21' 06" E FOR 39.01 FEET; THENCE N 53D 20' 47" E FOR 28.30 FEET; THENCE N 85D 21' 06" E FOR 138.00 FEET; THENCE S 04D 38' 54" E FOR 257.99 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF DANIELS PARKWAY; THENCE ALONG SAID RIGHT OF WAY LINE, BEING A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 5879.58 FEET, INTERIOR ANGLE OF 01D 57' 36", A CHORD OF 201.13 FEET AND CHORD BEARING OF S 87D 17' 59" W, ALONG THE ARC OF SAID CURVE FOR 201.14 FEET TO THE EASTERLY RIGHT OF WAY OF METRO PARKWAY; THENCE N 04D 38' 54" W FOR 236.16 FEET TO THE POINT OF BEGINNING. SUBJECT TO EASEMENTS, RESTRICTIONS AND RESERVATIONS OF RECORD. PARCEL CONTAINS 1.155 ACRES MORE OR LESS

REV. 6-28-96

LEGAL DESCRIPTION - PARCEL "Y-1"

A PARCEL OF LAND LYING IN THE NORTHWEST QUARTER (NW 1/4) OF SECTION 19, TOWNSHIP 45 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 19, THENCE N88°59'52"E ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER FOR 861.58 FEET TO AN INTERSECTION WITH THE SOUTHERLY PROLONGATION OF THE CENTERLINE OF METRO PARKWAY AS DESCRIBED IN OFFICIAL RECORDS BOOK 1714, PAGE 3747, LEE COUNTY PUBLIC RECORDS; THENCE N04°38'54"W ALONG SAID PROLONGATION AND SAID CENTERLINE FOR 935.16 FEET TO A POINT OF CURVATURE; THENCE S85°21'06"E LEAVING SAID CENTERLINE FOR 84.50 FEET TO A POINT OF CURVATURE ON THE EASTERLY RIGHT-OF-WAY LINE OF SAID METRO PARKWAY; THENCE NORTHERLY ALONG SAID EASTERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF A CURVE CONCAVE TO THE EAST (RADIUS = 5645.08 FEET, INTERIOR ANGLE = 01°17'48", CHORD BEARING AND DISTANCE = N04°00'00"W, 127.75 FEET) FOR 127.75 FEET; THENCE N88°59'52"E FOR 285.96 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE N88°59'52"E FOR 251.58 FEET TO THE EAST LINE OF THE WEST HALF (W 1/2) OF THE NORTHWEST QUARTER (NW 1/4) OF FORESAID SECTION 19; THENCE S00°53'27"W ALONG SAID EAST LINE FOR 271.56 FEET TO THE NORTHERLY LINE OF A 50 FEET WIDE ROADWAY EASEMENT DESCRIBED IN OFFICIAL RECORDS BOOK 221, PAGE 3560 LEE COUNTY PUBLIC RECORDS; THENCE S85°21'06"W ALONG SAID NORTHERLY LINE FOR 14.85 FEET; THENCE N04°38'54"W FOR 286.29 FEET TO THE POINT OF BEGINNING. CONTAINING 66,327 SQUARE FEET OR 1.523 ACRES, MORE OR LESS.

SUBJECT TO EASEMENTS, RESTRICTIONS AND RESERVATIONS OF RECORD.

LEGAL DESCRIPTION - ACCESS EASEMENT

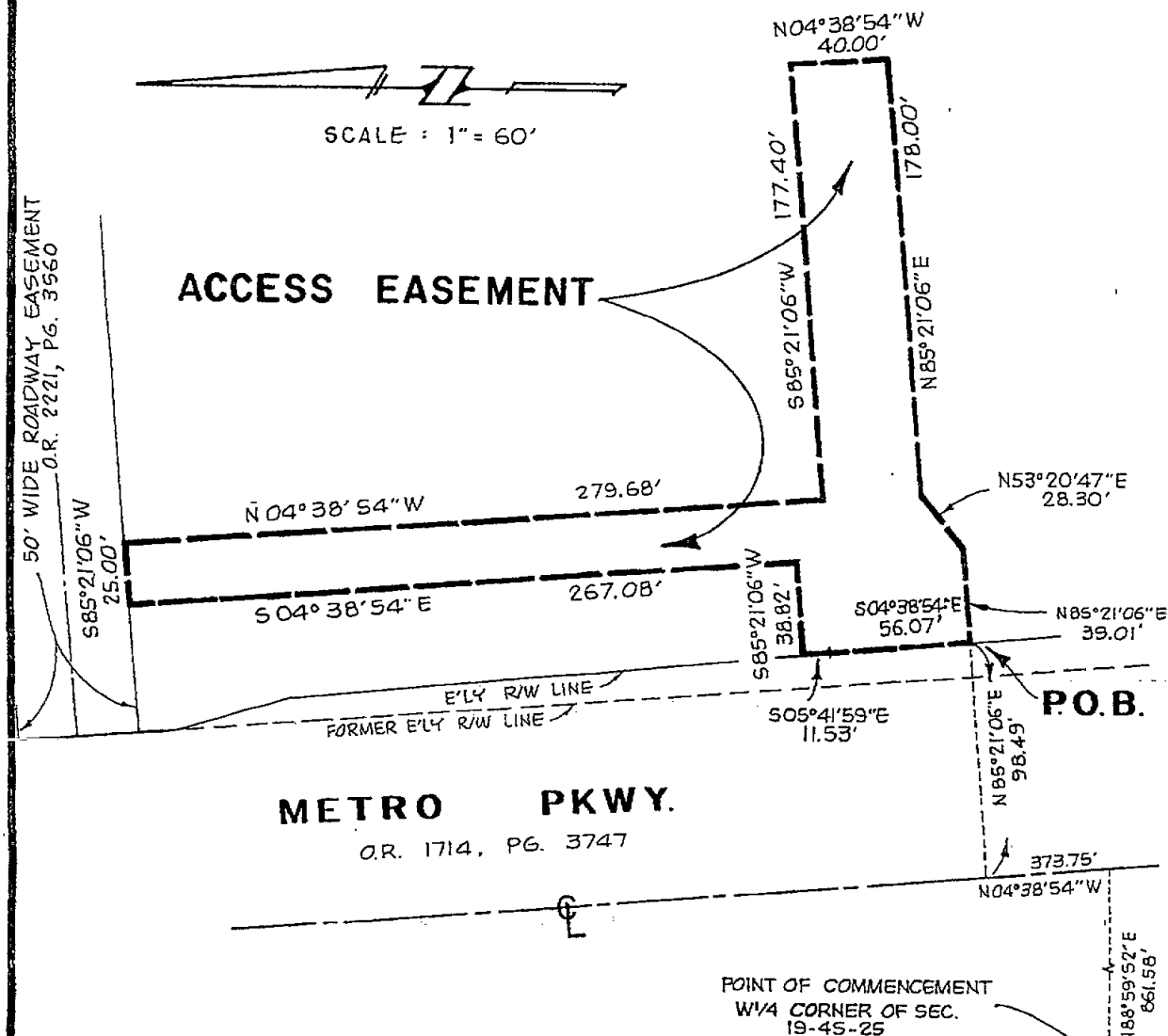
OR BK 03203 PG 4062

A PARCEL OF LAND LYING IN THE NORTHWEST QUARTER (NW 1/4) OF SECTION 19, TOWNSHIP 45 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 19, THENCE N88°59'52"E ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER FOR 861.58 FEET TO AN INTERSECTION WITH THE SOUTHERLY PROLONGATION OF THE CENTERLINE OF METRO PARKWAY AS DESCRIBED IN OFFICIAL RECORDS BOOK 1714, PAGE 3747, LEE COUNTY PUBLIC RECORDS; THENCE N04°38'54"W ALONG SAID PROLONGATION AND SAID CENTERLINE FOR 373.75 FEET; THENCE N85°21'06"E LEAVING SAID CENTERLINE FOR 98.49 FEET TO THE EASTERLY RIGHT-OF-WAY LINE OF SAID METRO PARKWAY AND THE POINT OF BEGINNING; THENCE CONTINUE N85°21'06"E FOR 39.01 FEET; THENCE N53°20'47"E FOR 28.30 FEET; THENCE N85°21'06"E FOR 178.00 FEET; THENCE; N04°38'54"W FOR 40.00 FEET; THENCE S85°21'06"W FOR 177.40 FEET; THENCE; N04°38'54"W FOR 279.68 FEET TO THE SOUTHERLY LINE OF A FIFTY FEET (50') WIDE ROADWAY EASEMENT AS RECORDED IN OFFICIAL RECORDS BOOK 2221, PAGE 3560, LEE COUNTY PUBLIC RECORDS; THENCE S85°21'06"W ALONG SAID SOUTHERLY LINE FOR 25.00 FEET; THENCE; S04°38'54"E FOR 267.08 FEET; THENCE S85°21'06"W FOR 38.82 FEET TO THE AFORESAID EASTERLY RIGHT OF WAY LINE OF METRO PARKWAY; THENCE S05°41'59"E ALONG SAID RIGHT-OF-WAY LINE FOR 11.53 FEET; THENCE S04°38'54"E FOR 56.07 FEET TO THE POINT OF BEGINNING.

SUBJECT TO EXISTING EASEMENTS, RESTRICTIONS AND RESERVATIONS OF RECORD.

BEARINGS BASED ON THE CENTERLINE OF METRO PARKWAY BEARING N04°38'54"W AS RECORDED IN O.R. BOOK 1714, PAGE 3747, LEE COUNTY PUBLIC RECORDS.



POINT OF COMMENCEMENT
W/4 CORNER OF SEC.
19-45-25

SKETCH OF A LEGAL DESCRIPTION
NOT A FIELD SURVEY

CERTIFICATE

I HEREBY CERTIFY THAT THE ABOVE LEGAL DESCRIPTION WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT BOTH THE DESCRIPTION AND THE ACCOMPANYING SKETCH ARE ACCURATE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

VALID
ONLY
WITH
EMBOSSED
SEAL



OMNI SURVEYS, INC.

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FAX (941) 939-7181

4568 TILTON COURT FORT MYERS, FL 33907

Scott E. Marhenke, PLS
Florida Registration No. 4920

4-29-99	0499002	-	METRO & DANIEL GROUP
DATE	ORDER	FIELD BOOK	REVISIONS

LEGAL DESCRIPTION - PARCEL "Z-1"

A PARCEL OF LAND LYING IN THE NORTHWEST QUARTER (NW 1/4) OF SECTION 19, TOWNSHIP 45 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SAID SECTION 19, THENCE N88°59'52"E ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER FOR 861.58 FEET TO AN INTERSECTION WITH THE SOUTHERLY PROLONGATION OF THE CENTERLINE OF METRO PARKWAY AS DESCRIBED IN OFFICIAL RECORDS BOOK 1714, PAGE 3747, LEE COUNTY PUBLIC RECORDS; THENCE N04°38'54"W ALONG SAID PROLONGATION AND SAID CENTERLINE FOR 935.16 FEET TO A POINT OF CURVATURE; THENCE N85°21'06"E LEAVING SAID CENTERLINE FOR 84.50 FEET TO A POINT OF CURVATURE ON THE EASTERLY RIGHT-OF-WAY LINE OF SAID METRO PARKWAY; THENCE S04°38'54"E ALONG SAID EASTERLY RIGHT-OF-WAY LINE FOR 226.73 FEET TO THE POINT OF BEGINNING; THENCE N85°21'06"E LEAVING SAID RIGHT-OF-WAY LINE FOR 286.83 FEET; THENCE S04°38'54"E FOR 145.00 FEET; THENCE S85°21'06"W FOR 275.29 FEET TO THE SAID RIGHT-OF-WAY LINE; THENCE N05°41'59"W ALONG SAID RIGHT-OF-WAY LINE FOR 84.41 FEET; THENCE N15°56'50"W FOR 50.97 FEET; THENCE N04°38'54"W FOR 10.62 FEET TO THE POINT OF BEGINNING. CONTAINING 0.928 ACRE, MORE OR LESS. SUBJECT TO EASEMENTS, RESTRICTIONS AND RESERVATIONS OF RECORD.