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SIRSKY & PILON
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Naples FL 34102

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DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS FOR FALLING WATERS BEACH RESORT

THIS DECLARATION is made on the date hereinafter set forth by FALLING WATERS BEACH RESORT, LIMITED, a Florida Limited Partnership and Falling Waters Beach Resort, Inc, a Florida corporation.

W I T N E S S E T H:

WHEREAS, the declarant owns the real property described in Exhibit "A" hereto, (hereinafter referred to as "Falling Waters Beach Resort" or the "Property"); and

WHEREAS, FALLING WATERS BEACH RESORT, INC., (hereinafter called the "Developer") has agreed to purchase the property and intends to develop all or portions thereof; and

WHEREAS, the Developer desires to provide for the operation, maintenance and preservation of the roads, common areas, preserve areas, mitigation areas and surface water management system, including all lakes, retention areas, culverts and related appurtenances, including any additions thereto as may hereinafter be brought within the jurisdiction of the Master Association; and

WHEREAS, the Developer has caused a corporation not for profit to be formed, to which there will be delegated and assigned certain powers and duties for the operation administration, maintenance, repair and replacement of portions of the property; the enforcement of the covenants and restrictions contained herein; and the collection and disbursement of funds to accomplish its duties as set forth in the Articles of Incorporation, the By-Laws and this Declaration;

NOW THEREFORE, in consideration of the premises and covenants contained herein, and other good and valuable consideration, the Declarant hereby declares for itself and all subsequent Owners that any and all portions of the property shall be owned, held, used, transferred, sold, conveyed, demised, and occupied subject to the covenants, restrictions, easements, reservations, regulations, burdens and liens hereinafter set forth. Each owner, by the act of becoming such shall be taken to have acknowledged and agreed that the property

herein described shall be subject to this Declaration, the Articles of Incorporation and By-laws for Falling Waters Beach Resort Master Association, Inc.

1. DEFINITIONS

1.1 "Master Association" shall mean and refer to Falling Waters Beach Resort Master Association, Inc., its successors and assigns,

1.2 "Property" and "Properties" shall mean and refer to that certain real property described on Exhibit "A" to this Declaration, and any additions thereto as may be brought within the jurisdiction of the Master Association.

1.3 "Condominium Associations" shall mean each individual condominium association located within Falling Waters Beach Resort.

1.4 "Commercial Property" shall mean and refer to all commercial property within the Falling Waters Beach Resort Planned Unit Development. However, under no circumstances shall convenience stores or gas stations be constructed or maintained within Falling Waters Beach Resort Planned Unit Development.

1.5 "Owner" shall mean and refer to the record owner whether one or more persons or entities of the fee simple title to any condominium unit, or any portion of the commercial property, which is part of the Falling Waters Beach Resort Property, but excluding those having such interest merely as security for performance of an obligation.

1.6 "Declarant" shall mean and refer to Falling Waters Beach Resort, Ltd., a Florida Limited Partnership.

1.7 "Developer" shall mean and refer to Falling Waters Development Corporation.

1.8 "Declaration" shall mean this Declaration of Covenants, Conditions, and Restrictions.

1.9 "Articles of Incorporation" shall mean and refer to the Articles of Incorporation for Falling Waters Beach Resort Master Association, Inc.

1.10 "By-Laws" shall mean and refer to the By-Laws for Falling Waters Beach Resort Master Association, Inc.

1.11 "Common Expenses" means all expenses and assessments properly incurred by the association.

1.12 "Common Surplus" means the excess of all receipts of the Master Association over the common expenses.

1.13 "Institutional Mortgage" is the owner and holder of a mortgage encumbering any portion of the Falling Waters Beach Resort Property, including but not limited to any individual condominium unit, which owner and holder shall be either a bank, life insurance company, federal or state savings and loan association, real estate or mortgage investment trust, federal or state agency, the developer, the Declarant or any other mortgagee which is acceptable to and approved by the Board of Directors of the Master Association.

1.14 "Roads" shall refer to those areas labeled on Exhibit "A".

1.15 "Drainage Property" shall mean all real property labeled in Exhibit "A" to this Declaration and any additions thereto as may be brought within the jurisdiction of the Master Association.

1.16 "Mitigation Areas" shall refer to those areas labeled on Exhibit "A".

1.17 "Lake Areas" shall refer to those areas labeled on Exhibit "A".

1.18 "Surface Water Management System" shall mean the drainage areas, lake areas, retention areas, culverts and related appurtenances.

1.19 "Preservation Areas" shall mean and refer to those areas labeled on attached Exhibit "A".

1.20 "Voting Representative" shall mean and refer to the representative selected by the Board of Directors of each Condominium Association to be the President of that Condominium Association. As to the Commercial Property it shall also mean and refer to the representative selected by each owner of a portion of the commercial

property to cast that owners votes. The voting representative shall be responsible for casting all votes attributable to the property for which he or she represents, for election of Directors, amending this Declaration, the Articles or the By-Laws, and all other matters to come before the Master Association as provided for in the Declaration and in the Articles and By-Laws.

1.21 "Conservation Areas" shall mean and refer to the Buffer Areas, Preservation Areas and Mitigation Areas described on attached Exhibit "A".

2. PLAN OF DEVELOPMENT.

2.1 Developer intends to develop all or part of the property into a planned unit development to be known as Falling Waters Beach Resort in accordance with the applicable county ordinances. Additionally, Developer reserves the right to alter its development plans from those shown on any document without specifically amending this Declaration.

2.2 Uses of the property. All of the property shall be subject to such use limitations, restrictions and other provisions, if any imposed thereon as may be set forth in this Declaration.

2.3 Duration. This Declaration and the terms, provisions, conditions, covenants, restrictions, reservations, regulations, burdens, benefits and liens contained herein as they may be amended from time to time, including without limitation the provisions for assessments of the operating expenses, shall run with and bind all portions of the property and shall inure to the benefit of the Developer, the Master Association, Owners, Institutional Mortgagees and their respective legal representatives, heirs, successors and assigns for a term of twenty-five (25) years from the date of the recording of this Declaration in the Public Records of Collier County, Florida. After that time this Declaration shall be automatically renewed and extended for successive periods of ten (10) years each. However, there shall be no renewal or extension of this Declaration if

during the last year of the initial twenty-five (25) year period, or during the last year of any subsequent ten (10) year renewal period, three-fourths (3/4) of the votes cast at a duly held meeting of voting interests, at which a quorum is present, vote in favor of terminating this Declaration at the end of the then current term. Written notice of any meeting at which a proposal to terminate this Declaration is to be considered, setting forth the fact that such a proposal will be considered, must be given at least thirty (30) days in advance of said meeting. If the members of the Master Association vote to terminate this Declaration, the President and Secretary of the Corporation shall execute a certificate setting forth the resolution of termination, the date of the meeting at which such resolution was adopted, the date that the notice of such meeting was given, the total number of votes of members of the Master Association who were present or represented at the meeting and the total number of votes cast in favor of a resolution to terminate this Declaration. Said certificate shall be recorded in the Public records of the County, and may be relied upon for the correctness of the facts contained therein as they relate to the termination of this Declaration.

3. USE RESTRICTIONS.

3.1 Property Owners may not use the surface water management system property, the lake property the preservation areas or the mitigation areas in any manner inconsistent with any rules or regulations adopted by the Master Association or any easements granted to any governmental agency. However, any provision herein to the contrary notwithstanding, the Developer and the Declarant shall have the right to enter into the easement property to take any action reasonably convenient or necessary for the purpose of completing the construction of any improvements so long as such activity does not unreasonably interfere with the Master Association's use of the property. Activities prohibited subsequent to construction within the conservation area include, but are not limited to, construction or

placing of buildings on or above ground; dumping or placing soil or other substances such as trash; removal or destruction of trees, shrubs, or other vegetation - with the exception of exotic vegetation removal; excavation, dredging, or removal of soil material; diking or fencing; and any other activities detrimental to drainage, flood control, water conservation, erosion control or fish and wildlife habitat and conservation.

3.2 The commercial property may be used only for the permitted uses in Commercial Professional/Transitional District (C-1/T), Commercial Convenience District (C-2) and Commercial Intermediate District (C-3) as provided in the 1991 Collier County Land Development Code. However, the commercial property may not be used for gas stations or convenience stores.

4. ASSESSMENTS: METHOD OF DETERMINING ANNUAL ASSESSMENTS FOR OPERATIONAL EXPENSES.

4.1. Annual Assessments and Property Subject to Assessment. The total anticipated Operating Expenses for each calendar year shall be set forth in a budget adopted by the Board of Directors not later than December 1 of the calendar year preceding the calendar year for which the budget is prepared. The budgeted amount shall initially be divided into two portions and allocated as follows:

Allocation of Budget
by percentage:

- (1) Commercial Property 10%
- (2) Condominium Units 90%

In the event that the Commercial property is subdivided then the total amount paid by the commercial property owners shall be further allocated proportionately among the commercial property owners.

The Developer may, in the Developer's sole discretion, develop the Commercial Property as residential condominiums rather than as Commercial Property without amending this Declaration. In that event there shall be no allocation of the Budgeted amount for operating

expenses to Commercial Property and the total amount shall be paid by the Condominium units.

The total amount paid by condominium unit owners shall be divided equally among all condominium units in Falling Waters Beach Resort. Units will not be assessed until the Declaration of Condominium for the condominium has been recorded in the Public Records of Collier County, Florida.

4.2 Special Assessments. In addition to the annual assessments, the Master Association may levy in any assessment year a special assessment applicable to that year only, for unexpected expenses for the operation of the Master Association. The share of the special assessment payable by an Owner shall be determined in the same manner as provided above for annual assessments.

4.3 Each owner of a portion of the commercial property shall pay assessments directly to the Master Association.

4.4 Each condominium association shall collect all assessments and other sums due to the Master Association including but not limited to assessment due under section 5.1 from the unit owners in that condominium. Sums collected by a condominium association from its unit owners shall be deemed a common expense of the collecting condominium association. Each condominium association shall remit full payment for the assessment levied to the Master Association pursuant to such procedures as may be adopted by the Master Association.

4.5 Affirmative Covenant to Maintain Quality and Standards of Common Property. All condominium associations located within the Falling Waters Beach Resort Planned Unit Development as approved by the Collier county Board of County Commissioners shall maintain their property or common elements in the same or better aesthetic condition than existed at the time of purchase or turnover of the commercial property owners and condominium association to unit owner control. If the condominium association fails to so maintain their property and common elements, the Master Association, upon five (5) days written notice, may make any repairs or conduct such maintenance as it deems

desirable and charge the commercial property owner or condominium association for the actual cost of said activities.

5. COLLECTION OF ASSESSMENTS; ESTABLISHMENT OF LIENS

5.1 Notice Assessment. The Board of the Master Association shall fix the date of commencement, and the amount of assessments against each property owner. The Board of the Master Association shall have the discretion to require full payment or to establish a payment schedule. The Master Association shall notify each commercial property owner and each condominium association by sending written notice of the assessment and terms of payment to the owner of each portion of the commercial property and to the President of each condominium association, which notice shall be conclusive as to delivery to each condominium unit owner. Each condominium association shall be responsible for sending notice to its members, if required. The Master Association shall, on demand, and for a reasonable charge, furnish to the owner liable for said assessment a certificate in writing signed by an officer of the Master Association, setting forth whether said assessment has been paid. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid.

The Board of each condominium association shall fix the date of commencement which shall be the same date as fixed by the Master Association and the amount of the assessment against each unit for each assessment.

5.2 Establishment of Liens. Any and all assessments levied by the Master Association in accordance with the provisions of this Declaration together with interest at the highest rate allowed by law, and costs of collection (including, but not limited to, reasonable attorney's fees) are hereby declared to be a charge and continuing lien upon the property against which the assessment was made, including each individual condominium unit in a condominium where the assessment was made against the Condominium Association for work done on property controlled by that condominium association. The assessment shall also

be a personal obligation of the owner of the property assessed. This lien is superior to any Homestead rights the Owner may acquire. No owner may exempt himself from personal liability for assessments, or release the property owned by him from the liens and charges hereof, by waiver of the use and enjoyment of the property or by abandonment of his property. Said lien shall be perfected from and after the recording in the Public Records of the County of a Claim of Lien by the Master Association setting forth the amount due to the Master Association as of the date the Claim of Lien is recorded. A Claim of Lien shall secure payment of all assessments due at the time of recording (including interest, and attorney's fees as provided above), as well as all Assessments coming due subsequently, until the claim is satisfied or a final judgment of foreclosure obtained. Upon full payment of all sums secured by that Claim of Lien, the party making payment is entitled to a satisfaction in recordable form.

5.3 Collection of Assessments. If any commercial property owner or a condominium association fails to pay any Assessment, or installment thereof, within ten (10) days after the same becomes due, then the Master Association shall have any or all of the following remedies, to the extent permitted by law, which remedies are cumulative and are not in lieu of, but are in addition to, all other remedies available to the Master Association.

(A) To charge interest on such Assessment from the date it becomes due at the highest rate allowed by law.

(B) To suspend the voting rights of any portion of the commercial property or any condominium association for failure to pay assessments.

(C) To deny approval of any proposed sale or transfer of the Lot.

(D) To file an action in equity to foreclose its lien. The lien may be foreclosed by an action in the name of the Master Association in the same manner as provided in Section 718.116 of the Florida Condominium Act for the foreclosure of liens on condominium

parcels for unpaid condominium assessments. (E) To file an action at law for a money judgment against the Owner or the condominium association, at the Master Associations discretion without waiving any lien foreclosure rights of the Corporation.

5.4 Rights of Institutional Mortgagee. Notwithstanding anything to the contrary herein, if an Institutional Mortgagee obtains title to a Lot as a result of foreclosure of its mortgage, or by deed in lieu of foreclosure, such acquirer of title shall not be liable for the share of assessments pertaining to such property or chargeable to the former Owner thereof which became due prior to the acquisition of title as a result of the foreclosure or deed in lieu thereof, unless the Assessment against the property in question is secured by a Claim of Lien for assessments that is recorded prior to the recording of the mortgage which was foreclosed or with respect to which a deed in lieu of foreclosure was given. Such unpaid assessment shall be deemed a common expense collectible from all unit owners, in the condominium where the default occurred or from all commercial property owners if the default was caused by a commercial parcel owner, including such acquirer of title, whether as a result of foreclosure or by acceptance of a deed in lieu of foreclosure. The new owner by virtue of the acquiring of title shall forthwith become liable for payment of the common expenses as may be chargeable to the owner of property hereunder. Such acquirer of title shall, however be liable for all Assessments or installments thereof coming due after acquiring title.

6. AMENDMENTS.

6.1 Amendments by Declarant and Developer. Declarant reserves, and hereby grants to the Developer, the right to amend this Declaration unilaterally at any time, without prior notice and without the consent of any person or entity, upon such conditions, in such form and for such purposes as it shall in its sole discretion deem appropriate by preparing and recording amendments hereto, provided however, that this right of unilateral amendment shall expire after all

portions of the commercial property and all condominium units controlled by this Declaration have been sold.

6.2 Amendments by Property Owners. After all portions of the commercial property and all condominium units controlled by this Declaration have been sold, this Declaration may be amended at any time, unless prohibited elsewhere, on a seventy-five percent (75%) vote of all condominium units and seventy-five percent (75%) of the votes attributable to the commercial property.

Notwithstanding any of the provisions contained in this Declaration, Declarant or Developer, or its successors and assigns shall not be obligated to develop all of the Properties submitted to this Declaration, and Declarant or Developer may, in its sole discretion remove any of the property submitted in this Declaration from the terms and conditions hereof, or alter the preservation areas, mitigation areas and surface water management system, including but not limited to lakes, drainage areas, retention areas, culverts and related appurtenances. The right to remove property from the terms and conditions hereof shall not apply to property which has been conveyed to commercial property owners without the consent of the commercial property owner(s) whose property will be removed, or to property which has been submitted to the condominium form of ownership without the consent of a majority of unit owners present at a meeting at which there is a quorum.

The right to alter the preservation areas, mitigation areas and the surface water management system shall be subject to the approval of South Florida Water Management and Collier County, which approval shall not be unreasonably withheld. Any amendment which affects the maintenance, or changes the entity responsible for maintenance of the surface water management system, mitigation areas or preservation areas shall be subject to the approval of South Florida Water Management District.

7. CHANGE IN DEVELOPMENT PLANS.

Declarant or Developer may from time to time bring additional land under the provisions of this Declaration by recorded supplemental declaration (which shall not require the consent of then existing owners, the Master Association, any condominium association, or their mortgagees) and thereby add to the properties. Nothing in this Declaration shall, however, obligate Declarant or Developer to add to the initial portion of the property or to develop future portions of Falling Waters Beach Resort under a common scheme, nor to prohibit Declarant or Developer from rezoning or changing the development plans. All owners, by acceptance of a deed to their condominium unit or any portion of the commercial property, and all condominium associations automatically consent to any such rezoning, change, addition or deletion hereafter made by Declarant or Developer and shall evidence such consent in writing if requested to do so by the declarant or developer at any time (provided, however, that the refusal to give such written consent shall not obviate the general effect of this provision).

8. LITIGATION.

No judicial or administrative proceeding shall be commenced or prosecuted by or on behalf of the Master Association unless the same is approved by a vote of eighty percent (80%) of all condominium unit owners and the owners of eighty percent (80%) of the commercial property and the Declarant and Developer so long as the Declarant and Developer own any portion of the commercial property or any condominium unit. This article shall not apply, however, to (i) actions brought by the Master Association to enforce the provisions and covenants of this Declaration (including but not limited to the foreclosure of liens), (ii) the imposition of personal assessments, (iii) proceedings involving challenges to ad valorem taxation or (iv) counterclaims brought by the Master Association in proceedings brought against it. This article shall not be amended unless such amendment is made by the Declarant or the Developer or is approved by the percentage votes, and

pursuant to the same procedures, necessary to institute proceedings as provided above.

9. EFFECTIVE DATE.

This Declaration shall become effective upon its recording in the Public Records of Collier County, Florida. Amendments by Declarant or Developer. The Declarant reserves the right to amend this instrument at any time prior to the conveyance of all portions of the commercial property and all condominium units in order to correct any errors or omissions, Any amendments shall relate back and become effective as of the date of recording this Declaration.

10. TRANSFERS.

There shall be no restrictions on transfers of Portions of the commercial property or of condominium units, however, the Association must be notified of any transfer of title to a unit or a portion of the commercial property. The notice shall state the name (s) of the transferee(s) and the address where notices will be sent.

11. LIMITATIONS.

The foregoing notwithstanding, no amendment shall be effective to adversely affect the rights of the Developer granted herein without the written consent of the Developer. No amendment shall increase the proportion by which any Owner shares in the payment of common expenses of the Association without the consent of that Owner and the holders of all recorded liens upon that Owner's Site or Lot.

12. ENFORCEMENT OF COVENANTS AND ABATEMENT OF VIOLATIONS.

Every Owner shall at all times comply with all the covenants, conditions and restrictions of the FALLING WATERS BEACH RESORT MASTER ASSOCIATION, INC. All violations shall be reported immediately to a member of the Board of Directors or its designee, if any. Disagreements concerning violations, including, without limitation, disagreements regarding the proper interpretation and effect of the FALLING WATERS

BEACH RESORT MASTER ASSOCIATION, INC. Documents, shall be presented to and determined by the Board of Directors of the Master Association, whose interpretation of these Documents and/or whose remedial action shall control. If any person, firm or entity subject to the Documents fails to abide by them, as they are interpreted by the Board of Directors, that person may be fined by the Association for each such failure. If the Board of Directors deems it necessary it may bring action at law or in equity, including an action for injunctive relief in the name of the Master Association, to enforce the Documents. If the Master Association is the prevailing party, it shall be entitled to recover its costs and attorney's fees incurred in enforcing the Documents.

13. NO IMPLIED WAIVER.

The failure of the Board to object to an Owner's or other party's failure to comply with the covenants or restrictions contained herein or in other of the FALLING WATERS BEACH RESORT MASTER ASSOCIATION Documents, including the Rules now or hereafter promulgated shall in no event be deemed a waiver by the Board of its right to object to same and to seek compliance therewith in the future.

14. NOTICE TO PURCHASERS.

There is a high probability that standing water will remain on-site for a period of time until downstream stages are reduced to allow discharge from this project site. If improvements are made to the downstream conveyance system, the duration of standing water may be substantially reduced.

IN WITNESS WHEREOF, this Declaration of Covenants, Conditions and Restrictions for FALLING WATERS BEACH RESORT, has been signed by the Declarant this 9th day of May, 1997.

WITNESSES:

FALLING WATERS BEACH RESORT, LTD.

Rachel C. Lusche
WITNESS AS TO ALL PARTNERS

[Signature]
SAMUEL HUBSCHMAN, GENERAL PARTNER

Frederick J. De...
WITNESS AS TO ALL PARTNERS

[Signature]
HARRISON HUBSCHMAN, GENERAL PARTNER

[Signature]
ALBERT HUBSCHMAN, GENERAL PARTNER

Teryl H. Brzeski
TERYL H. BRZESKI, GENERAL PARTNER

WITNESSES AS TO SAMUEL HUBSCHMAN

FALLING WATERS BEACH RESORT, INC.,
a Florida corporation

Rachel C. Lusche
Frederick J. De...

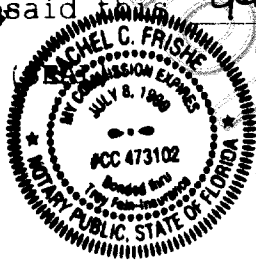
BY: [Signature]
SAMUEL HUBSCHMAN, PRESIDENT

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STATE OF FLORIDA
COUNTY OF COLLIER

I HEREBY CERTIFY that on this day before me, an officer duly authorized in the state aforesaid and in the county aforesaid to take acknowledgements, personally appeared SAMUEL HUBSCHMAN, HARRISON HUBSCHMAN, ALBERT HUBSCHMAN, and TERYL H. BRZESKI known to me to be the persons described in and who executed the foregoing DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR FALLING WATERS BEACH RESORT and acknowledged before me that they executed the same.

WITNESS my hand and official seal in the county and state last aforesaid this 9th day of May, 1997.



Rachel C. Frishe
Notary Public - State of Florida
RACHEL C. FRISHE

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me by SAMUEL HUBSCHMAN as PRESIDENT of FALLING WATERS BEACH RESORT, INC., a Florida corporation this 9th day of May, 1997.



Rachel C. Frishe
Notary Public - State of Florida
Personally Known or Produced ID
ID produced _____

UNRECORDED COPY



Brunns & Brunns, Inc.

FALLING WATERS BEACH RESORT

LEGAL DESCRIPTION

Commencing at the East 1/4 corner of Section 3, Township 51 South, Range 26 East, Collier County, Florida; thence run South 00° 41' 31" West for 629.67 feet; thence run North 54° 20' 16" West on a line 400 feet North of and parallel with the North right-of-way line of Florida State Road 90, (U.S. 41) for a distance of 608.25 feet to the East line of a Outfall Drainage Easement as recorded in Official Records Book 83, Page 125 of the Public Records of Collier County, Florida and the Point of Beginning; thence continue along said line North 54° 20' 16" West 1323.20 feet; thence South 35° 39' 44" West 400.00 feet to the Northerly right-of-way line of Florida State Road 90, (U.S. 41); thence North 54° 20' 16" West 220.00 feet along said right-of-way; thence North 35° 39' 44" East 400.00 feet; thence North 54° 20' 16" West 1959.86 feet; thence North 35° 40' 08" East 220.00 feet; thence North 54° 20' 16" West 189.00 feet to the Easterly right-of-way line of State Road S-951; thence run North 35° 40' 08" East 100.00 feet along said right-of-way line; thence South 54° 20' 16" East 189.00 feet; thence North 35° 40' 08" East 600.00 feet; thence South 54° 20' 16" East 3249.77 feet to the Easterly line of said Outfall Drainage Easement; thence South 20° 16' 12" West 954.23 feet along said easement line to the Point of beginning.

David B. Brunns, PLS
Fl. Cert. No. 4520

Jobs\bf\boundary



NOT A CERTIFIED COPY



**JOINDER AND CONSENT OF OWNER IN
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
FALLING WATERS BEACH RESORT**

FREDERICK J. KOPPENHAFFER AND CLARA L. KOPPENHAFFER, husband and wife, the owner of Unit 213, Falling Waters Beach Resort I, a condominium, by Special Warranty Deed recorded in O.R. Book 2294, page 2359, of the Public Records of Collier County, Florida, which is a cut out of the following described property:

SEE ATTACHED EXHIBIT A.

to which this Joinder and Consent is attached, hereby join in and consent to said Declaration of Covenants, Conditions and Restrictions for Falling Waters Beach

Executed this 16th day of May, 1997.

IN THE PRESENCE OF:

Clara L. Koppenhaffer and David Stite
WITNESS David Stite
(print or type name)

Frederick J. Koppenhaffer
FREDERICK J. KOPPENHAFFER

David Stite
WITNESS David Stite
(print or type name)

Clara L. Koppenhaffer
CLARA L. KOPPENHAFFER

STATE OF Maryland
COUNTY OF Montgomery

The foregoing instrument was acknowledged before me this 16th day of May, 1997, by FREDERICK J. KOPPENHAFFER and CLARA L. KOPPENHAFFER, husband and wife.

(SEAL) ✓

Sabiha Siddiqui
Notary Public - State of Maryland

(Print Commissioned Name of Notary Public)
Personally Known OR Produced Identification
Type of Identification Produced

SABIHA SIDDIQUI
NOTARY PUBLIC STATE OF MARYLAND
My Commission Expires May 26, 1998



EXHIBIT "A"

PARCEL ONE:

Beginning at the East 1/4 corner of Section 3, Township 51 South, Range 26 East, run South $00^{\circ} 41' 31''$ West for 629.67 feet; thence run North $54^{\circ} 20' 16''$ West on a line 400 feet North of and parallel with the North right-of-way line of Florida State Road 90 for a distance of 4350.31 feet to the East right-of-way line of State Road S-951; thence run North $35^{\circ} 40' 08''$ East along said right-of-way line for 920 feet, thence run South $54^{\circ} 20' 16''$ East for 3707.51 feet to a point on the East section line of said Section 3; thence run South $00^{\circ} 46' 03''$ West along said East Section line for 492.58 feet to the Point of Beginning; Except that portion lying South and East of State Road S-951 Canal, Section 3, Township 52 South, Range 26 East, Collier County, Florida and less the Westerly 50 feet.

PARCEL TWO:

A parcel of land in the East-half (E $\frac{1}{2}$) of Section 3, Township 51 South, Range 26 East, Collier County, Florida, more particularly described as:

From the East Quarter corner of Section 3 run with Section line South $0^{\circ} 41' 31''$ West, a distance of 612.57 feet; thence North $89^{\circ} 18' 29''$ West, a distance of 722.35 feet to the intersection of the West right-of-way line of a County Drainage Canal with the North right-of-way line of State Road #90 (Tamiami Trail); thence with said Trail right-of-way line North $54^{\circ} 20' 16''$ West, a distance of 1327.51 feet to the true POINT OF BEGINNING; thence continuing with the Trail right-of-way line North $54^{\circ} 20' 16''$ West, a distance of 220.0 feet; thence North $35^{\circ} 39' 44''$ East, a distance of 400.0 feet; thence South $54^{\circ} 20' 16''$ East, a distance of 220.0 feet; thence South $35^{\circ} 39' 44''$ West, a distance of 400.0 feet to the POINT OF BEGINNING; containing 2.02 acres, more or less.