

**Prepared by and, When
Recorded, Return to:**

**Richmond C. Flowers, Esq.
Adams and Reese LLP
150 2nd Avenue North, Suite 1700
St. Petersburg, Florida 33701**

**DECLARATION OF EASEMENTS,
COVENANTS, CONDITIONS, AND RESTRICTIONS**

THIS DECLARATION OF EASEMENTS, COVENANTS, CONDITIONS, AND RESTRICTIONS (this “**Declaration**”) is made as of the ____ day of November, 2017 (the “**Effective Date**”), by **2017 GOODLAND NAPLES LLC**, a Florida limited liability company (“**Declarant**”), with reference to the following:

WITNESSETH:

WHEREAS, Declarant currently is the owner of fee simple title to that certain property more particularly described on **Exhibit “A”** attached hereto and incorporated herein by this reference (the “**Overall Property**”);

WHEREAS, the Property will be subdivided into three different lots: (i) that certain 1.04 acre parcel more particularly described and depicted on **Exhibit “A-1”** attached hereto and incorporated herein by this reference (“**Lot 1A**”); (ii) that certain 0.63 acre parcel that is more particularly described and depicted on **Exhibit “A-2”** attached hereto and incorporated herein by this reference (“**Lot 2A**”); and (iii) that certain 1.10 acre parcel that is more particularly described and depicted on **Exhibit “A-3”** attached hereto and incorporated herein by this reference (“**Lot 3A**”) (hereinafter, Lot 1A, Lot 2A, and Lot 3A shall sometimes be individually referred to as a “**Lot**” or, collectively, as the Overall Property); and

WHEREAS, Declarant desires to establish and create certain covenants, conditions, easements, rights, obligations, and restrictions to facilitate the mutually beneficial development and operation of the Overall Property, all on the terms and conditions contained in this Declaration.

AGREEMENT:

NOW THEREFORE, Declarant, for itself, its successors and assigns, hereby declares that the Overall Property shall be held, occupied, used, rented, enjoyed, transferred, conveyed, mortgaged, or otherwise encumbered subject to the covenants, conditions, easements, rights, and restrictions set forth in this Declaration.

1. **Recitals; Definitions.** The above-referenced Recitals are true and correct and incorporated herein by this reference. In addition to any terms that are defined elsewhere in this Declaration, each of the following terms, when used herein with an initial capital letter, shall have the following meaning:

(a) **“Association”** shall mean and refer to the Cameron Commons Unit Association Two Property Owners’ Association, Inc., a Florida corporation not for profit, its successors and assigns, as more particularly described and defined in that certain Declaration of Easements, Covenants and Restrictions for Cameron Commons II, as recorded in O.R. Book 5115, Page 940, of the Public Records of Collier County, Florida (the **“Collier Public Records”**), as further amended by that certain Declaration of Restrictive Covenants recorded in O.R. Book 5168, Page 603, of the Collier Public Records (collectively, the **“Master Declaration”**);

(b) **“Declarant”** shall mean and refer to 2017 Goodland Naples LLC, a Florida limited liability company, its successors and assigns, by specific written assignment, acting pursuant to this Declaration. It shall not include any person or entity who purchases a Lot, unless such purchaser is specifically assigned some or all rights of Declarant by a separate, recorded instrument.

(c) **“Improvements”** shall mean collectively all land improvements on any Lot, including, without limitation, all common area improvements for the Lots and the Overall Property.

(d) **“Lot”** shall mean any one of the Lots in the Overall Property.

(e) **“Occupant”** shall mean any person or entity, including any Owner, from time to time entitled to the use or occupancy of any portion of a Lot by virtue of ownership thereof or under any lease, sublease, license, concession agreement, or other similar agreement.

(f) **“Owner”** shall mean, as of any time, each fee simple title owner of any Lot at such time.

(g) **“Permittees”** shall mean all Occupants and the officers, directors, employees, agents, contractors, customers, vendors, suppliers, visitors, guests, invitees, licensees, tenants, subtenants, and concessionaires of Occupants and other persons who have business with Occupants in the Property insofar as their activities relate to the intended use of the Property by the Occupants.

(h) **“Site Plan”** shall mean that certain site plan attached hereto as **Exhibit “D”** and incorporated herein by this reference.

(i) **“Surface and Storm Water Management System”** shall mean and refer to the surface and storm water management system for the Overall Property, including, but not limited to, all inlets, ditches, swales, culverts, water control structures, retention and detention areas, ponds, and any associated buffer areas, which are designed and

constructed or implemented to control discharges which are necessitated by rainfall events, incorporating methods to collect, convey, store, absorb, inhibit, treat, use, or reuse water to prevent or reduce flooding, over drainage, environmental degradation and water pollution or otherwise affect the quantity and quality of discharges.

2. **Easements.**

Access Easements for Each Lot. Declarant hereby establishes and creates for the benefit of, and as an appurtenance to, each Lot and for the benefit of Owners of each Lot from time to time, and their respective Occupants or Permittees, a perpetual non-exclusive easement in, over, and across the roadways, driveways, curb cuts, aisles, walkways, and sidewalks located within the Overall Property from time to time, as the same may from time to time be constructed, modified, and maintained (collectively, the “**Common Areas**”) for the sole purpose of the passage and accommodation of vehicles and pedestrians over the Overall Property.

(a) **Parking Areas.** Notwithstanding anything contained herein to the contrary, but subject to the terms of the Master Declaration, each Owner of a Lot shall provide sufficient parking for their Permittees on their respective Lot and there shall be no cross-parking easement between the Lots comprising the Overall Property. All Owners shall maintain an on-site, on-grade parking ratio of not less than the minimum number of vehicle parking spaces required under any applicable governmental or quasi-governmental laws, rules, and/or regulations and/or as approved by any governmental or quasi-governmental agency having jurisdiction over the Lot. The number of parking spaces, including handicapped parking spaces allowable for each of the commercial facilities contemplated to be operated on each Lot and the designated minimum width and length for each such parking space in the parking areas for each Lot for full size vehicles, compact size vehicles, and handicapped vehicles shall be in accordance with all applicable governmental or quasi-governmental laws, rules, and regulations and/or as approved by any governmental or quasi-governmental agency having jurisdiction over the Lot. In the event of a condemnation or appropriation by exercise of the power of eminent domain of a portion of the Overall Property, or sale or transfer thereof in lieu of such condemnation or appropriation, that reduces the number of parking spaces below that which is required by applicable law, the Owner whose Lot is so affected shall use its best efforts to restore and/or substitute parking spaces in order to comply with the parking requirements in accordance with applicable law. If such compliance is not possible, the Owner of the affected Lot shall not be deemed in default hereunder.

(b) **Protected Access Drive.** Declarant hereby also establishes and creates for the benefit of, and as an appurtenance to, each Lot, a protected access drive (the “**Protected Access Drive**”) over the Overall Property, as more particularly described and labeled on the Site Plan attached hereto and incorporated herein by this reference as **Exhibit “B”**, as the “Protected Access Drive”, that shall remain open for two-way vehicular traffic between all Lots of the Overall Property at all times. No Owner of any Lot shall in anyway block, alter, or obstruct the Protected Access Drive, except for temporary closures of all or part of the Protected Access Drive for maintenance, repairs,

and replacements of all or part of the Protected Access Drive by any Owner of a Lot for that portion of the Protected Access Drive way encumbering and traversing through such Owner's Lot or the Association. The Owners of the first two (2) Lots that develop their respective Lot shall be permitted to construct, at their sole cost and expense, any portion of the Protected Access Drive that is not located on their respective Lot and located on an undeveloped Lot or Lots, as is deemed necessary for the intended use and operation of such Owner's respective Lot.

(c) **Utility Easement.** Declarant hereby also establishes and creates for the benefit of, and as an appurtenance to, each Lot and for the benefit of the Owners and Occupants of each Lot from time to time and their respective Permittees, a non-exclusive right, privilege, and easement in, to, over, under, along, and across those portions of the Common Areas on each Lot necessary for the installation, operation, flow, passage, use, maintenance, connection, repair, relocation, and removal of Utility Lines, including, but not limited to, sanitary sewers, storm drains, water (fire, domestic, and commercial), gas, electrical, telephone, and communication lines.

(d) **Surface and Storm Water Drainage Easement.** Declarant hereby establishes and creates for the benefit of, and as an appurtenance to, the Overall Property, and for the benefit of the Owner and Occupants of all Lots from time to time and their respective a non-exclusive easement in, over, and across each Lot for the Surface and Storm Water Management System for the purpose of discharging storm water drainage and/or runoff from any Lot upon and across those portions of the Overall Property located on other Lots. The Surface and Storm Water Management System easement rights shall be subject to the following terms and conditions:

1. Property grades and the surface water drainage/retention system for each Lot shall be constructed in strict conformance to all applicable governmental rules, regulations, and ordinances; and

2. No Owner shall alter or permit to be altered the surface elevation or grade of those portions of the Overall Property located on such Owner's Lot if such alteration would materially increase the flow of surface water onto an adjacent Lot or change the rate or concentration of flow or points of discharge from such Lot., a perpetual non-exclusive easement over the Overall Property for the sole purpose of the surface flow of stormwater.

3. **Cameron Commons II Surface Water Management System.** All Owners of all Lots are authorized and have rights, at their sole cost and expense, to connect into and utilize the Cameron Commons II Surface Water Management System (the "**Master Retention Pond**") located near or adjacent to the Overall Property as provided for in the Master Declaration to retain surface and storm water runoff or drainage from Surface and Stormwater Management System located on such Owner's Lot.

4. **Construction, Maintenance, and Repair.**

(a) **Construction of Improvements on Lots.** Each Owner of a Lot in the

Overall Property shall be solely responsible for constructing all Improvements on its Lot for such Owner's intended use of same, all at such Owner's sole cost and expense, including, but not limited to, building improvements, signage, parking areas, driveways, sidewalks, and lighting. The Surface and Storm Water Management System located on each Owner's Lot shall be constructed in accordance with all applicable governmental or quasi-governmental laws, codes, ordinances, and other requirements of governmental or quasi-governmental authorities having jurisdiction over such Lot, and in a good and workmanlike manner, and each such Owner is solely responsible for connecting its Surface and Storm Water Management System on its Lot to the Master Retention Pond.

(b) **Maintenance and Repair of Lots.** The Owner of each Lot shall maintain and keep, or cause to be maintained and kept, their respective Lot and any exterior portions of any Improvements on such Lot from time to time, including service areas, loading docks, any outside sales or storage area, canopies and signage, driveways, roadways, parking areas, any landscaping and the Protected Access Drive located on such Lot in a good, safe, clean, and first-class condition and state of repair, in compliance with all laws, rules, regulations, orders, and ordinances of any governmental or quasi-governmental agency exercising jurisdiction over each such Lot, and in compliance with the provisions of this Declaration. The minimum standard of maintenance for the Common Areas on any Lot shall be comparable to the standard of maintenance followed in other first class commercial developments of comparable size in the market area in which the Overall Property is located, and in compliance with all applicable governmental or quasi-governmental laws, rules, and regulations. All Common Area Improvements shall be repaired or replaced with materials at least equal to the quality of the materials being repaired or replaced so as to maintain the architectural and aesthetic harmony and integrity of the Overall Property as a whole.

(c) **Construction; Maintenance, and Repair of the Surface and Storm Water Management System.** Notwithstanding anything to the contrary contained in this Declaration, each Owner of a Lot in the Overall Property shall maintain, repair, and/or replace the Surface and Storm Water Manage System located on such Owner's Lot, all in a good, safe, clean, and first-class condition and state of repair, in compliance with all laws, rules, regulations, orders, ordinances of any governmental or quasi-governmental agency exercising jurisdiction thereover, and in compliance with the provisions of this Declaration.

(d) **Self-Help.** If an Owner of any Lot fails to perform its maintenance obligations under Section 4 of this Declaration, upon thirty (30) days written notice to such Owner, the Owner of the other Lot may, but is not obligated to, perform such maintenance on such Owner's behalf, and each Owner grants to the Owner of the other Lot and any contractors or agents of such Owner a temporary, non-exclusive access and maintenance easement over such Owner's Lot for performing such maintenance. Upon completion of any maintenance pursuant to this Section 4.d., the Owner performing such maintenance shall restore the portions of any Lot that were affected by such activities to substantially the same condition as existed before such maintenance work was performed, to the extent practicable under then-current conditions. Upon the completion

of any maintenance performed by an Owner of another Lot pursuant to this Section 3.d., the Owner completing the maintenance shall submit to the Owner of the Lot being maintained an invoice for the reasonable and actual cost of such work, and the Owner of that Lot shall pay to the Owner completing any maintenance the amount due within thirty (30) days thereafter

5. **Common Areas.** Every Owner shall have a right and easement of enjoyment in and to the Common Areas, together with a nonexclusive easement of ingress and egress over the roadways, access ways, and sidewalks in, through, under, and/or across the Overall Property as provided for in Section 2(a) above, subject to the following provisions:

(a) The right of the Association to charge all Owners reasonable fees for the upkeep, maintenance, and repair of the common areas (collectively, the “**Master Declaration Common Areas**”) described in the Master Declaration; and

(b) The right of the Board of Directors of the Association to promulgate, modify, amend, and enforce reasonable rules and regulations relating to the use and enjoyment of the Master Declaration Common Areas.

Any portion of the Overall Property which is designated as open space, landscape, buffer, preserve area, or words of similar import on any plat, declaration of restrictions, site plan, permit, or other document shall be preserved and maintained by the Owner of such Lot as such open space. If such land or an easement over such land has been conveyed or dedicated to the Association, the Association shall preserve and maintain such land. No development may occur on such land, except structures and improvements which promote the use and enjoyment thereof for open space purposes.

6. **Judicial Partition.** There shall be no judicial partition of the Common Areas, nor shall Declarant, any Owner, or any other person acquiring any interest in the Overall Property or any part thereof seek judicial partition thereof.

7. **Use Restrictions.** No Lot in the Overall Property shall be used for any purpose listed on **Exhibit “C”** attached hereto and incorporated herein (collectively, the “**Prohibited Uses**”).

8. **Default.**

(a) **Default/Self-Help.** If the Owner of any Lot fails to comply or fails to cause any Occupant of its Lot to comply with any provision herein (a “**Defaulting Owner**”), including, without limitation, the payment of any sum of money or the performance of any other obligation pursuant to the terms of this Declaration, then the non-defaulting Owner (the “**Non-Defaulting Owner**”) at its option and with thirty (30) days prior written notice to the Defaulting Owner, may proceed (or any designee of the Non-Defaulting Owner may proceed, as the case may be) to perform such defaulted obligation on behalf of such Defaulting Owner (and shall have a license to do so) by the payment of money or other action for the account of the Defaulting Owner. The foregoing right to cure shall not be exercised if within the thirty (30) day notice period

(i) the Defaulting Owner cures the default, or (ii) if curable, the default cannot be reasonably cured within that time period but the Defaulting Owner begins to cure such default within such time period and thereafter diligently and continuously pursues such action to completion. The thirty (30) day notice period shall not be required if an emergency exists or if such default causes material interference with the construction, operation or use of any other portion of the Property; and in such event, the Non-Defaulting Owner shall give such notice (if any) to the Defaulting Owner as is reasonable under the circumstances.

(b) **Reimbursement.** Within ten (10) days of written demand therefor (including providing copies of invoices reflecting costs), the Defaulting Owner shall reimburse the Non-Defaulting Owner for any commercially reasonable sum actually expended by the Non-Defaulting Owner due to the default or in correcting the same and, if such reimbursement is not paid within said ten (10) days and collection is required, the Non-Defaulting Owner's reasonable costs of collection, including, without limitation, reasonable attorneys' fees.

(c) **Collection Costs.** Any claim of the Non-Defaulting Owner for reimbursement or payment, together with interest accrued thereon at the rate of fifteen percent (15%) per annum, shall constitute a personal obligation and liability of the Defaulting Owner and shall be secured by an equitable charge and lien on the Lot of the Defaulting Owner and all improvements located thereon.

(d) **Lien.** Any amounts payable under this Declaration shall be an obligation running with the land and shall comprise a lien on the applicable Lot until paid. Each Owner of a Lot hereby acknowledges and unconditionally consents to such lien being placed upon its Lot in the event of such Lot Owner's failure to pay any amounts set forth in this Declaration prior to delinquency.

9. **Remedies.** Upon the occurrence of a default by the Defaulting Owner under this Declaration, the Non-Defaulting Owners shall have all remedies available to them at law or in equity including, without limitation, injunctive relief; provided that, no Owner shall be entitled to recover consequential or punitive damages from the other Owner for a breach of this Declaration.

10. **Term.** This Declaration shall be effective as of the Effective Date and shall continue in full force and effect for the lesser of (i) ninety-nine (99) years or (ii) the maximum period as may be permitted under the laws of the State of Florida; provided, however, with respect to the easements which are created and described herein as being perpetual or as continuing beyond the term of this Declaration, such easements shall survive the termination of this Declaration as provided herein. Upon the termination of this Declaration, all rights and privileges derived from and all duties and obligations created and imposed by the provisions of this Declaration, except as contained in or otherwise relating to the easement provisions mentioned above, shall terminate and have no further force or effect; provided, however, the termination of this Declaration shall not limit or affect any remedy at law or in equity of any party against any other party with respect to any liability or obligation arising or to be

performed under this Declaration prior to the date of such termination. In no event shall a breach or default under the provisions of this Declaration result in the termination hereof.

11. **Miscellaneous.**

(a) **Notices.** All notices, demands, statements, and requests required or permitted to be given under this Declaration must be in writing and given, delivered, or served, either by personal delivery, by recognized overnight courier service with receipt, or by certified or registered U.S. mail, return receipt requested. Notices shall be effective upon receipt; provided, however, inability to make delivery due to a changed address of which no notice was given or refusal to accept delivery shall constitute receipt for purposes hereof. In the event of a sale of any Lot, the Owner selling such Lot and the new Owner of such Lot shall jointly give written notice to the Owner of the other Lot and the Owners of any Lot of the name and address of the new Owner. Until such time as any Owner shall receive such a notice of the address of a new Owner, the previous Owner shall be deemed to be the agent for any such new Owner for purposes of notices hereunder. For purposes hereof, until changed as hereinabove provided, all notices shall be given to the following addresses:

If to Declarant: 2017 Goodland Naples LLC
Attn: Frank Natanek, General Counsel
2655 North Ocean Drive, Suite 401
Singer Island, Florida 33404

With copy to: Adams and Reese LLP
Attn: Richmond C. Flowers, Esq.
150 2nd Avenue North, Suite 1700
St. Petersburg, Florida 33701

(b) **Notices to Mortgagees; Mortgagee Cure Rights.** In the event the Owner of any Lot provides to the Owner of the other Lot with written notice of the name and address of the holder or beneficiary of any mortgage on all or any part of such Owner's Lot, the other Owners, when giving notice or demand of any matter hereunder, shall provide a copy of such notice or demand to such holder or beneficiary of said mortgage and, in the case of any default by the Owner whose Lot is subject to such mortgage, the other Owner shall allow said holder or beneficiary the same period of time as the Defaulting Owner is allowed under the terms of this Declaration to cure such default, and the other Owner shall not exercise any right which it may have hereunder until such cure period for said holder or beneficiary shall have lapsed.

(c) **Singular and Plural.** Whenever required by the context of this Declaration, the singular shall include the plural, and vice versa, and the masculine shall include the feminine and neuter genders, and vice versa.

(d) **Negation of Partnership.** None of the terms or provisions of this Declaration shall be deemed to create a partnership between or among the Owners in their respective businesses or otherwise, nor shall it cause them to be considered joint

venturers or members of any joint enterprise. Each Owner shall be considered a separate owner, and no Owner shall have the right to act as an agent for another Owner, unless expressly authorized to do so herein or by separate written instrument signed by the Owner to be charged.

(e) **Not a Public Dedication.** Nothing herein contained (including, without limitation, the attachment of the Site Plan and portions of the Site Plan as exhibits hereto) shall be deemed to be a gift or dedication of any portion of the Property to the general public or for any public use or purpose whatsoever. Except as herein specifically provided, no rights, privileges or immunities of any Owner shall inure to the benefit of any third-party, nor shall any third-party be deemed to be a beneficiary of any of the provisions contained herein.

(f) **Severability.** Invalidation of any of the provisions contained in this Declaration or of the application thereof to any person by judgment or court order shall in no way affect any of the other provisions hereof or the application thereof to any other person, and the same shall remain in full force and effect.

(g) **Amendments.** Except as provided herein, as long as Declarant owns a Lot Declarant may modify this Declaration provided the modification does not materially impair an Occupant's use of the Lot or materially increase expenses incurred by a Lot Owner. In the event Declarant no longer owns a Lot, then this Declaration may be amended or modified by the consent of all Owners, which amendment or modification shall be deemed effective when executed by all Owners and recorded in the Collier Public Records by the Owners. No amendment or modification of this Declaration by all Owners shall require the consent or approval of any Occupant.

(h) **Captions and Capitalized Terms.** The captions preceding the text of each article and section herein are included for convenience of reference only. Captions shall be disregarded in the construction and interpretation of this Declaration. Capitalized terms are also selected only for convenience of reference and do not necessarily have any connection to the meaning that might otherwise be attached to such term in a context outside of this Declaration.

(i) **Time.** Time is of the essence respecting this Declaration.

(j) **Non-Waiver.** The failure of any party to insist upon strict performance of any of the terms, covenants or conditions hereof shall not be deemed a waiver of any rights or remedies which that party may have hereunder or at law or equity and shall not be deemed a waiver of any subsequent breach or default in any of such terms, covenants or conditions.

(k) **Covenants Run with the Land; Enforcement.** The terms of this Declaration and all easements and covenants established by this Declaration shall constitute covenants running with, and shall be appurtenant to, the land affected. All terms of this Declaration and all easements and covenants established by this Declaration shall inure to the benefit of and be binding upon the parties which have an

interest in the benefited or burdened land and their respective successors and assigns in title. In this regard, any Owner or Occupant shall have the right, but not the obligation, to enforce the provisions of this Declaration. This Declaration is not intended to supersede, modify, amend, or otherwise change the provisions of any prior instrument affecting the land burdened hereby.

(l) **Subordination of Liens.** Notwithstanding anything contained herein to the contrary, any and all liens created hereunder shall be automatically subordinate to the lien of any first mortgage encumbering any Lot.

(m) **Indemnity.** Each Owner (herein, individually, an “**Indemnitor**”) shall defend, indemnify, and hold harmless all other Owners from all claims, losses, actions, proceedings, and costs (including reasonable attorney's fees actually incurred and court costs) resulting from any construction, including liens, or any accident, injury, loss, or damage occurring to any person or to the property of any person arising out of or resulting from the Indemnitor's (or it's Occupants') exercise of the rights, privileges, and easements granted herein (provided, however, that the foregoing shall not be applicable to events or circumstances caused by the negligence or willful act or omission of the indemnified Owner), or resulting from the Indemnitor's (or it's Occupants') violation of any of the restrictions, covenants, and conditions established hereby.

(n) **Environmental Indemnification.** Each Owner shall indemnify and hold harmless the other Owners from and against any and all costs, claims, suits, causes of action, losses, or damages resulting from the presence or removal of Hazardous Materials stored, installed, or deposited on or delivered to a Lot owned by such Owner, during the period of ownership thereof by the indemnifying Owner. No person or entity shall be liable for acts or claims arising from acts not occurring during the period such person or entity owned or owns the Lot to which such acts or claims relate. As used herein, the term “**Hazardous Materials**” means any material or substance that is toxic, ignitable, reactive or corrosive and that is regulated by the State of Florida, the United States Government or any agency thereof including, without limitation, any and all materials defined as “Hazardous Waste”, “Extremely Hazardous Waste”, or “Hazardous Material” pursuant to state, federal, or local government law, as amended from time to time. Each indemnifying Owner shall be responsible for all costs including, but not limited to, those resulting from monitoring, cleanup or compliance, incurred with respect to any Hazardous Materials stored, installed or deposited on or delivered to a Lot during the period of ownership thereof by the indemnifying Owner. Without limiting the applicability of any other provision of this Agreement, the terms and provisions of this Section 11(n) shall be perpetual in duration.

(o) **Estoppels.** At any time during the term of this Declaration, an Owner may request that each other Owner, or any of them, provide to such Owner, its mortgagee under a mortgage to secure debt, or prospective purchaser, within ten (10) days from such request, an estoppel letter or certificate stating that such Owner is in compliance with the terms and conditions of this Declaration, and any such other information as the requesting party shall reasonably request, and any exceptions thereto.

(p) **No Waiver.** No delay or failure on the part of any Owner in the enforcement of its rights under this Declaration shall impair enforcement, or be construed as a waiver of any such right, or constitute acquiescence by any Owner to the breach or violation thereof. No waiver by an Owner shall be valid unless made in writing and signed by such Owner, and then only to the extent expressly set forth therein.

(q) **Governing Law.** This Declaration shall be construed in accordance with the laws of the State of Florida.

(r) **Attorneys' Fees; Costs.** In the event an Owner or Owners institute any legal action or proceeding for the enforcement of any right or obligation contained in this Declaration, the prevailing Owner or Owners after a final adjudication of such action shall be entitled to recover its or their costs and reasonable attorneys' fees and paralegal fees incurred in the preparation and prosecution of such action or proceeding, through and including any and all appellate proceedings associated therewith.

(s) **WAIVER OF JURY TRIAL.** OWNERS HEREBY WAIVE ANY RIGHT TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING, AND/OR COUNTERCLAIM BROUGHT BY ANY OWNER OR OWNERS AGAINST THE OTHER(S) ON ANY MATTER WHATSOEVER ARISING OUT OF OR IN ANY WAY CONNECTED WITH THIS DECLARATION, OR THE RELATIONSHIP AMONG THE OWNERS HERETO.

(t) **Bankruptcy.** In the event of any bankruptcy affecting any Owner or occupant of any Lot subject to this Declaration, all Owners and occupants agree that this Declaration shall, to the maximum extent permitted by law, be considered an agreement that runs with the land and that is not rejectable, in whole or in part, by such bankrupt person or entity.

[Signature and notary page follows]

IN WITNESS WHEREOF, Declarant has caused this Declaration to be executed and sealed as of the Effective Date first above written.

WITNESSES:

“Declarant”

2017 GOODLAND NAPLES LLC, a
Florida limited liability company

Print Name: _____

By: _____
P. Shields Ferber, Jr., as Manager

Print Name: _____

STATE OF FLORIDA)
)
COUNTY OF COLLIER)

The foregoing instrument was acknowledged before me this ____ day of November, 2017, by P. Shields Ferber, Jr., as Manager of 2017 GOODLAND NAPLES LLC, a Florida limited liability company. He is personally known to me or has produced _____ as identification.

Notary Public
(Seal) Printed Name: _____
My Commission Expires: _____

EXHIBIT "A"

Legal Description of the Overall Property

Lots 2 and 3, Tract D, Heritage Bay Commons, according to the replat thereof recorded in Plat Book 58, Pages 2-5, of the Public Records of Collier County, Florida.

EXHIBIT "A-1"

Legal Description of Lot 1A

Lot 2, Tract D, Heritage Bay Commons, according to the replat thereof recorded in Plat Book ____, Pages _____, of the Public Records of Collier County, Florida.

EXHIBIT "A-2"

Legal Description of Lot 2A

Lot 3, Tract D, Heritage Bay Commons, according to the replat thereof recorded in Plat Book ____, Pages _____, of the Public Records of Collier County, Florida.

EXHIBIT "A-3"

Legal Description of Lot 3A

Lot 3A, Tract D, Heritage Bay Commons, according to the replat thereof recorded in Plat Book ____, Pages _____, of the Public Records of Collier County, Florida.

Protected Access Drive

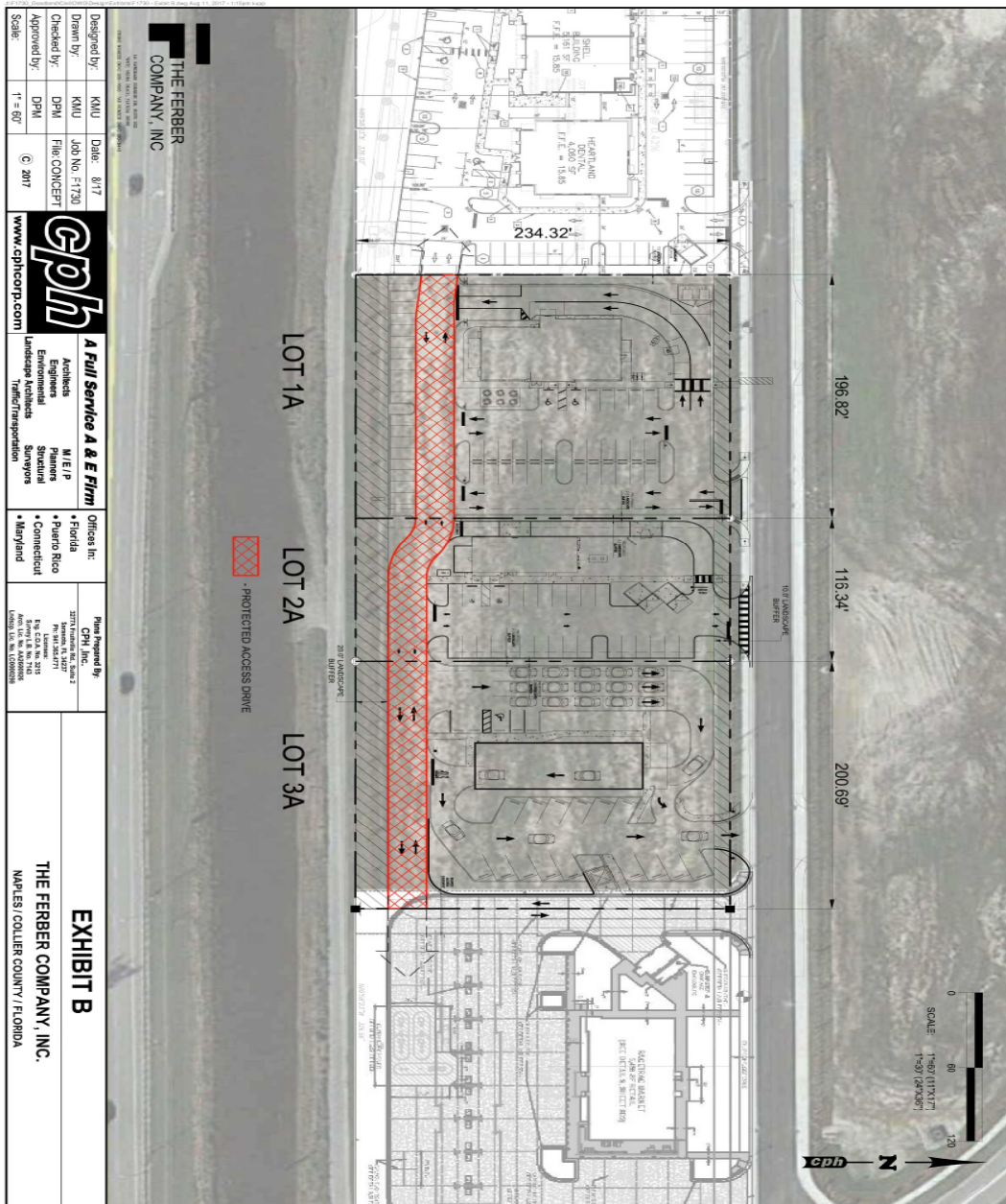


EXHIBIT “C”

Prohibited Uses

In addition to the maintenance obligations and other easements, covenants, conditions and restrictions set forth in this Declaration that will encumber the Overall Property, the Overall Property shall be subject to the following use restrictions in favor of Owners of Lots indicated below:

As long as Lot 1A is being used for a Culver’s Restaurant, no portion of Lots 2A and 3A shall be used, directly or indirectly, for a hamburger sandwich quick service restaurant with a drive-thru; and as long as Lot 2A is being used for a Taco Bell restaurant, no portions of Lots 1A and 3A shall be used, directly or indirectly, as a fast food restaurant serving primarily Mexican food (a) with a drive-through, or (b) located on an inline location and without a drive-through but which is part of a Mexican restaurant chain whose restaurants typically contain a drive-thru, such as, by way of example only, Del Taco, although this restriction shall not apply to a full, table-service restaurant which sells Mexican cuisine primarily for on-premises consumption; and as long as Lot 3A is being used for a car wash business, no portions of Lots 1A and 2A shall be used, directly or indirectly, for a car wash business. Additionally, the Overall Property shall at all times comply with all general restrictions, terms, and use restrictions set forth in the Master Declaration as well as any recorded documents that are precedent to this Declaration.

Overall Site Plan

