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EXHIBIT NO. 1 TO THE

PROSPECTUS OF

THE COACH HOMES OF BERKSHIRE LAKES, A CONDOMINIUM

DECLARATION OF CONDOMINIUM
OF
THE COACH HOMES OF BERKSHIRE LAKES, A CONDOMINIUM

COLLIER COUNTY
COPY
CLERK OF THE CIRCUIT COURT

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CONDOMINIUM EXHIBITS FILED IN CONDOMINUIM BOOK 32
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JAMES C. GILES Clerk of Courts

BY:KELLIE JENDERSEE DC

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OF
THE COACH HOMES OF BERKSHIRE LAKES, A CONDOMINIUM

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DECLARATION OF CONDOMINIUM
OF
THE COACH HOMES OF BERKSHIRE LAKES, A CONDOMINIUM

1. Submission Statement and Phasing Plan

A. Submission Statement. BENNINGTON GROUP, INC., a Florida corporation (hereinafter called the "Developer"), owns the fee simple title to that certain real property in Collier County, Florida, legally described in Exhibit "A" annexed hereto. Developer does hereby submit said real property, and the improvements thereon and the appurtenances thereto, to condominium ownership pursuant to Chapter 718 of the Florida Statutes and declares same a condominium known as THE COACH HOMES OF BERKSHIRE LAKES, A CONDOMINIUM (the "Condominium").

All restrictions, reservations, covenants, conditions and easements contained herein shall constitute covenants running with the land or equitable servitudes upon the land, as the case may be, and shall be binding on each Unit Owner, his heirs, personal representatives, successors and assigns. In consideration of receiving and by acceptance of a grant, devise or mortgage, all grantees, devisees or mortgagees, their successors and assigns, and all parties claiming by, through or under such persons, agree to be bound by the provisions hereof, the Articles of Incorporation and the Bylaws of the Association hereinafter defined. Both the burdens imposed and the benefits provided shall run with the title to each Unit and their appurtenant interests in the Common Elements as defined herein.

B. Phasing Plan. This Condominium is a phase condominium as provided for in Florida Statute Section 718.403. Exhibits "A" and "B" to this Declaration set forth the legal description, plot plan, survey and graphic description of the real property submitted to condominium ownership for Phase 1 of the Condominium. Exhibit "C" to this Declaration sets forth the legal description of the real property for Phases 2 through 33 and the phasing plan. The estimated latest date of completion of the Condominium shall be seven (7) years from the date of recordation of this Declaration.

The general scheme of phasing the Condominium is the submission of the parcel of property to condominium ownership described as Phase 1 on Exhibit "A" and the proposed addition of subsequent parcels to condominium ownership with such subsequent parcels becoming part and parcel of this Condominium and governed by the same Condominium Association. It is not anticipated that the submission of any additional phase to the Condominium will have significant impact upon any Unit Owner's rights except as set forth in this Declaration. The addition of a phase to this Condominium, thereby adding additional Units, will reduce the share of Common Elements, Common Surplus and Common Expenses attributable to each previously created Unit, as specifically set forth in Exhibit "F". The adding of a subsequent phase to this Condominium will not affect the vote of any Unit Owner as a member of the Association. Each Unit Owner shall continue to have one vote for each Unit in the Condominium owned by such Unit Owner; provided, however, that the total number of votes entitled to be cast will increase by the number of Units contained in the phases so added. If Developer decides not to add additional phases to this Condominium, the number of Units in this Condominium will be as created by this Declaration and the Owners thereof shall comprise the complete membership of the Association and thereby be entitled to cast 100% of the votes of the Association and own 100% of the Common Elements.

The phasing plan of this Condominium may be terminated by the Developer in its sole discretion, upon the filing of a termination

statement which shall not require the execution, joinder or consent of the Association, the Unit Owners, or any Mortgagees of Units.

The construction and addition of a phase is within the sole discretion of the Developer. The decision by Developer not to submit a phase to condominium ownership for this Condominium shall not be construed as preventing the Developer from developing other residential projects on the property at a later time.

This Condominium will contain no time-share estates.

Unless otherwise prohibited by the Act, Developer reserves the right to alter the design, boundaries, configuration and arrangements of all buildings in the future phases as long as Developer has not conveyed Units in buildings so altered. Developer reserves the right to make non-material alterations in the legal description of a phase. Said alterations shall be accomplished by an amendment to this Declaration, which need only be signed by Developer without the approval of any other party. Developer shall unilaterally reapportion, if necessary, the shares of ownership in the Common Elements appurtenant to the Units concerned. Such alterations, however, shall not increase the maximum number of Units or materially increase a Unit Owner's maintenance expense.

Notwithstanding the respective locations and approximate dimensions of the buildings and Units which are shown on Exhibit "C" with respect to the future phases, the Developer expressly reserves the right to relocate the buildings and Units therein and to change the size and design thereof so long as the aggregate number of buildings and Units in each phase remains within the parameters as set forth herein.

Notwithstanding anything in the Declaration to the contrary, no amendment adding a phase to the Condominium shall require the execution of such amendment or any form of consent thereto by Unit Owners, the Association, any Mortgagees of Units, or by any party other than the Developer.

2. Definitions

As used herein and in the Bylaws attached hereto and in all amendments thereto, unless the context requires otherwise:

A. "Act" means and refers to the Condominium Act of the State of Florida in effect on the date of recordation of this Declaration of Condominium.

B. "Assessment" means a share of the funds required for the payment of Common Expenses which from time to time are assessed against a Unit Owner.

C. "Association" or "Corporation" means THE COACH HOMES OF BERKSHIRE LAKES CONDOMINIUM ASSOCIATION, INC., a not for profit Florida corporation, the entity responsible for the operation of the Condominium.

D. "Board" means the Board of Directors of the Association.

E. "Bylaws" means the Bylaws of the Association.

F. "Common Elements" means the portion of the Condominium Property not included in the Units.

G. "Common Expenses" means (1) expenses of administration and management of the Condominium Property; (2) expenses of maintenance, operation, repair or replacement of Common Elements; (3) expenses declared Common Expenses by the provisions

of this Declaration or the Bylaws; and (4) any valid expenses or debts against the Condominium as a whole.

H. "Common Surplus" means the excess of all receipts of the Association collected on behalf of the Condominium, including, but not limited to, Assessments, rents, profits and revenues on account of the Common Elements over and above the amount of money expended as Common Expenses.

I. "Condominium" means that form of ownership of real property created pursuant to the provisions of the Act which is comprised of Units that may be owned by one or more persons or entities and there is appurtenant to each Unit, as part thereof, an undivided share in the Common Elements.

J. "Condominium Building" or "Building" means the structures which comprise that part of the Condominium Property within which the Units are located.

K. "Condominium Documents" means this Declaration and all its Exhibits attached hereto as the same, from time to time, may be amended.

L. "Condominium Parcel" means a Unit together with the undivided share in the Common Elements which is appurtenant to the Unit.

M. "Condominium Property" means and includes the land and personal property submitted to condominium ownership, whether or not contiguous, all improvements thereon, and all easements and rights appurtenant thereto intended for use in connection with the Condominium.

N. "Declaration" or "Declaration of Condominium" means this instrument, and all Exhibits attached hereto, as same may from time to time be amended.

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O. "Developer" means Bennington Group, Inc., a Florida corporation.

P. "Institutional Lender" or "Institutional Mortgagee" or "Mortgagee" means a bank, savings and loan association, insurance company, mortgage company, real estate investment trust, pension fund, pension trust, the Federal National Mortgage Association or any other generally recognized institutional-type lender or its loan correspondent, or any agency of the United States Government or any lender providing funds to the Developer for the purpose of constructing improvements upon the Condominium Property (and such lender's successors and assigns) or any other lender approved by the Association pursuant to the provisions of Paragraph 18, holding a mortgage encumbering a Condominium Unit.

Q. "Limited Common Elements" means those Common Elements which are reserved for the use of a certain Unit or Units to the exclusion of all other Units.

R. "Owner" or "Unit Owner" means that person or entity owning a Condominium Unit.

S. "Master Association" means Berkshire Lakes Master Association, Inc. See Paragrapn 31 herein for a description of ownership in Berkshire Lakes.

T. "Master Declaration" means Declaration of Covenants, Conditions, Restrictions and Easements for Berkshire Lakes.

U. "Special Assessment" means any assessment levied against Unit Owners other than the assessment required by an annual budget.

V. "Unit" or "Condominium Unit" means a portion of the Condominium Property which is subject to exclusive ownership; said Unit being a Unit space designated as "Condominium Unit" on the Plot Plan, Survey and Graphic Description attached hereto as Exhibits "B" and "C".

3. Condominium Units; Appurtenances; Limited Common Elements; Possession and Enjoyment

A. A Condominium Unit is a separate parcel of real property, the ownership of which may be in fee simple, or any other estate in real property recognized by law. Each Unit is identified by a numeric designation as set forth in Exhibits "B" and "C" attached hereto. The Units to be added and constructed in Phases 2 through 33 are set forth in Exhibit "C" attached hereto. The boundaries of the Unit are as follows:

Lower Boundary - The undecorated, unfinished upper surface of the floor.

Upper Boundary - The undecorated, unfinished lower surface of the ceiling, as extended to the perimetrical boundaries thereof.

Perimetrical Boundaries - The undecorated, unfinished interior surface of the perimeter walls of the Unit extended to their intersection with the upper and lower boundaries. Where a veranda, terrace, loggia, or porch has not been declared a Limited Common Element in Paragraph B below, and serves only the Unit being bounded, the perimetrical boundary shall vary with the interior unfinished surface of any such structure extended in a vertical plane, where necessary, to the horizontal boundary.

Apertures - Where there is an aperture to any perimetrical boundary, including, but not limited to, windows and doors, the vertical boundary shall be extended at all such places at right angles to the dimension of such aperture so that the perimetrical boundary at such places shall be coincident with the interior unfinished surface of such aperture, including the framework thereof. Exterior surfaces or walls made of glass, or glass fixed to metal framing, exterior windows or frames, exterior glass sliding doors, frames and castings, or screens shall be included within the Units and shall not be deemed a Common Element.

Each Unit shall be deemed to exclude the area beneath the unfinished surface of any weightbearing structure, the undecorated and unfinished floor between the first and second story of any second-story Unit and shall exclude all pipes, ducts, wires, conduits and other facilities running through any interior walls or partitions for the maintenance of utility services to other Units or Common Elements or Limited Common Elements. Mechanical equipment and appurtenances located within or without any Unit and for the exclusive use of that Unit including, but not limited to, the following shall be considered part of the Unit: air conditioning and heating system, filters, coils, heating strips, water heaters, appliances, range hoods, non-bearing partition walls, outlets, electrical receptacles and outlets, fixtures and cabinets.

B. Limited Common Elements -- The Limited Common Elements for each Unit are depicted in Exhibits "B" and "C" and they shall be maintained as provided herein. All Limited Common

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Elements shall be an appurtenance to the designated Unit. Any veranda, terrace, loggia, patio, porch, sundeck, foyer, entranceway, courtyard, whether such areas are screened or open; together with any outside lighting fixtures and any trash enclosures, attached to the building and serving only a Unit adjacent to such area is a Limited Common Element appurtenant to such adjacent Unit.

C. Condominium Parcel -- There shall pass with each Unit as an appurtenance thereto:

1. An undivided interest in the Common Elements.

2. An undivided share in the Common Surplus.

3. An exclusive easement for the use of the air space occupied by the Unit as it exists at any particular time and as the Unit may lawfully be altered or reconstructed from time to time, which easement shall be terminated automatically in any air space which is vacated from time to time.

4. Such other easements, rights or privileges which, pursuant to the provisions to this Declaration and of law, are deemed appurtenances to the Condominium Unit.

5. Membership for the Unit Owner in the Association and, on all matters on which the membership of the Association shall be entitled to vote, one vote for each Unit, subject to the rights and obligations of membership therein.

6. The benefit, use and enjoyment of the Condominium Property and any improvements thereon, subject to the terms, conditions and limitations of this Declaration.

7. The use of assigned Limited Common Elements, subject to the provisions of this Declaration.

8. A non-exclusive easement for ingress and egress over the parking tracts, walks and other rights of way of the Common Elements necessary to provide access to the public ways.

D. The Owner of a Unit is entitled to the exclusive possession of his Unit. He shall be entitled to use the Common Elements in accordance with the purposes for which they are intended, but no such use shall hinder or encroach upon the lawful rights of owners of other Units. There shall be a joint use of the Common Elements (other than Limited Common Elements) and a joint mutual easement for that purpose is hereby created.

E. Each Owner shall pay the cost of maintaining all sliding glass doors or screening (including screening fixtures) contained within his Condominium Unit or any building, terrace or porch attached to his Unit; the replacement or repair of windows and window operators, screening, wiring, electrical outlets and fixtures which are wholly within the Unit; and of ordinary cleaning and maintenance of the balconies and terraces. Each Owner shall also pay the cost of maintaining the water heater and the heating and air conditioning unit servicing his Unit. Rules and regulations regarding the uniform maintenance and appearance of all exterior facing parts of the improvements may be promulgated by the Association from time to time.

4. Restraint Upon Separation and Partition of Limited Common Elements and Common Elements

The appurtenant Limited Common Elements (which are shown on Exhibits "B" and "C" attached hereto) and the undivided share in the Common Elements which are appurtenant to a Unit shall not be separated therefrom and shall pass with the title to the Unit, whether or not separately described.

The share in the Common Elements and Limited Common Elements appurtenant to a Unit cannot be conveyed or encumbered except together with the Unit.

The share in the Common Elements and Limited Common Elements appurtenant to each Unit shall remain undivided, and no action for partition shall lie.

5. Common Elements

Common Elements includes within its meaning the following items:

A. All of the real property, other than the Units as the same are defined herein, all of which are more particularly described and set forth in Exhibit "B". Exhibit "C" contains the Common Elements for Phases 2 through 33. Common Elements shall include easements through Units for all conduits, pipes, ducts, plumbing, wiring and all other facilities for the furnishing of utility services to Units and the Common Elements; all structural walls, beams and members located within the Units and easements of support in every portion of a Unit which contributes to the support of the improvements; and all personal property held and maintained for the joint use and enjoyment of all of the Owners of all such Units.

B. Installations for the furnishing of utility services to more than one Unit or to the Common Elements or to a Unit other than the Unit containing the installation.

C. Easements for encroachments by the perimeter walls, ceilings, and floors surrounding each Condominium Unit caused by minor inaccuracies in construction, reconstruction, repair, shifting, settlement or movement of any portion of the improvements, which now exist or hereafter exist, and such easements shall continue until such encroachment no longer exists.

D. Easements for overhanging troughs or gutters, downspouts, and the discharge therefrom of rainwater and the subsequent flow thereof over Condominium Units.

6. Condominium Property and Identification of Units

A. Annexed hereto as Exhibit "B" is a sketch of the survey of the land being submitted to condominium ownership, together with a plot plan and graphic description of the improvements in which the Units are located. Exhibit "C" contains sketches of the survey of the land which may be added to the Condominium as Phases 2 through 33.

B. The identification, location and dimensions of each Unit, the Limited Common Elements and the Common Elements appear on Exhibits "B" and "C". Each Unit has been given a numeric designation for purposes of identification so that no Unit has the same designation as any other Unit. Each Unit is described in Exhibits "B" and "C" in such a manner that there can be determined therefrom the identification, location and approximate dimensions of each Unit and the Limited Common Elements and Common Elements appurtenant thereto. The legend and notes contained in Exhibits "B" and "C" are incorporated herein and made a part hereof by reference.

7. Ownership of Common Elements and Shares of Common Surplus

The Owner of each Unit shall own a share and certain interest in the Condominium Property which is appurtenant to the Owner's

Unit which includes, but is not limited to, the following items which are appurtenant to the Units as indicated:

A. Common Elements -- The undivided shares, stated as fractions, in the Common Elements appurtenant to each of the Condominium Units are set forth on the schedule attached hereto and made a part hereof as Exhibit "F". Said Exhibit also sets forth the changes in the ownership of Common Elements as each subsequent phase is added.

B. Common Surplus -- Each Unit Owner shall own any Common Surplus of the Association in the same percentage as the Common Expenses appurtenant to each Unit are shared, as set forth in Exhibit "F". This ownership, however, does not include the right to withdraw or require payment or distribution of said Common Surplus. The percentages of Common Expenses and Common Surplus shall change in the same percentages as changes in the Common Elements as each subsequent Phase is added.

8. Amendment to Declaration

A. Except as herein or elsewhere provided, this Declaration may be amended in the following manner:

1. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is to be considered.

2. An amendment may be proposed by either the unanimous vote of the Board of Directors of the Association, or by 75% of the members of the Association holding 75% of the total vote of the entire membership. Directors and members not present in person or by proxy at the meeting considering the amendment may express their approval in writing, provided such approval is delivered to the Secretary within 10 days after the meeting. Except as elsewhere provided, a resolution adopting the proposed amendment must be approved by either:

(a) Not less than two-thirds (2/3) of the entire membership of the Board of Directors and by not less than two-thirds (2/3) of the vote of the entire membership of the Association; or

(b) Not less than 90% of the vote of the entire membership of the Association; or

(c) Until the first election of Directors by the Unit Owners as provided for in the Bylaws of the Association, by two-thirds (2/3) of the Directors.

B. No amendment shall change any Condominium Parcel nor a Unit Owner's share of the Common Elements, its Common Expenses or Common Surplus, nor the voting rights appurtenant to any Unit, unless the record owner(s) thereof and all record owners of mortgages or other liens thereon shall join in the execution of the amendment.

C. No amendment shall be passed which shall impair or prejudice the rights and priorities of mortgagees.

D. 1. Notwithstanding the foregoing paragraphs, but subject to the provisions of Florida Statute 718.113(3) and 718.403, the Developer reserves the right to change the interior designs and arrangement of all Units and to alter the boundaries between Units, as long as the Developer owns the Units so altered; however, no such change shall increase the number of Units, or materially increase a Unit Owner's maintenance expense without amendment of this Declaration in the manner hereinbefore set forth. If the Developer shall make any changes in Units, as

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provided in this paragraph, such changes shall be reflected by an amendment to this Declaration with a survey attached reflecting such authorized alteration of Units, and said amendment need only be executed and acknowledged by the Developer and any Institutional Mortgagee whose mortgage encumbers the said altered Units, and need not be approved by the Association, Unit Owners, lienors or mortgagees, whether or not their joinder is elsewhere required for amendments. The survey shall be certified in the manner required by the Act.

2. Notwithstanding anything to the contrary herein, and unless otherwise prohibited by the Act, the Developer reserves the right to amend the Declaration and its Exhibits so as to correct any errors or omissions, or any legal description contained herein, which legal description may have been incorrect by reason of a scrivener's or surveyor's error, so long as such amendments do not increase the maximum number of Units or materially affect the rights of Unit Owners, lienors or mortgagees. Such amendment need be executed and acknowledged by the Developer only, and need not be approved by the Association, Unit Owners, lienors or Mortgagees of Units, whether or not elsewhere required for amendments.

E. In the event it shall appear that there is an error or omission in this Declaration or the Exhibits thereto, as described in Sub-paragraph D.2, then and in that event, the Association may correct such error and/or omission by amendment to this Declaration in the following manner:

1. Notice of the subject matter of a proposed amendment to cure a defect, error or omission shall be included in the notice of any meeting at which such amendment is to be considered.

2. A resolution for the adoption of such a proposed amendment may be proposed by either the Board of Directors of the Association or by the members of the Association, and members not present in person or by proxy at the meeting considering the amendment may express their approval by writing delivered to the Secretary at or prior to the meeting. Such approvals to amend this Declaration must be either by:

(a) Not less than 33-1/3% of the entire membership of the Board of Directors and by not less than 10% of the votes of the entire membership of the Unit Owners; or

(b) Not less than 25% of the votes of the entire membership of the Unit Owners; or

(c) In the alternative, an amendment may be made by an agreement signed and acknowledged by all Unit Owners in the manner required for the execution of a deed, and such amendment shall be effective when recorded in the Public Records of Collier County, Florida.

F. Notwithstanding anything in the Declaration to the contrary, no amendment adding a phase to the Condominium shall require the execution of such amendment or any form of consent thereto by Unit Owners, the Association, any Mortgagees of Units, or by any party other than the Developer.

G. Until the last Unit within the Condominium Property is delivered to purchasers, no amendment to this Declaration shall be made or shall be effective without the written consent of the Developer, if such amendment would adversely affect the sale of any Unit(s) by the Developer.

9. The Association; Its Powers and Responsibilities

A. The Condominium is governed and administered by The Coach Houses of Berkshire Lakes Condominium Association, Inc., a Florida not for profit corporation. A copy of the Articles of Incorporation of the Association is annexed hereto and made a part hereof as Exhibit "D". Amendments to the Articles of Incorporation shall be valid when adopted in accordance with its provisions and filed with the Secretary of State or as otherwise required by Chapter 617, Florida Statutes, as same may be amended from time to time. Paragraph 8 of this Declaration, regarding amendments to this Declaration, shall not pertain to amendments to the Articles of Incorporation, the recording of which shall not be required among the Public Records to be effective unless such recording is otherwise required by law. Except as provided above in Paragraph 8, no amendment to the Articles of Incorporation shall, however, change any Condominium Parcel or the share of Common Elements, Common Expenses or Common Surplus attributable to a Unit nor the voting rights appurtenant to a Unit unless the record owner or Owners thereof and all record owners of mortgages upon such Unit or Units shall join in the execution of such amendment.

B. The powers and duties of the Association shall include those set forth in the Bylaws annexed hereto and made a part hereof as Exhibit "E". No modification of or amendment to these Bylaws shall be deemed valid unless duly adopted as provided in the Bylaws and set forth in or annexed to a duly recorded amendment to this Declaration executed in accordance with the provisions of the Condominium Act. In addition thereto, the Association shall have all of the powers and duties set forth in the Act, as well as all powers and duties granted to or imposed upon it by this Declaration, including:

1. The irrevocable right to have access to each Unit from time to time during reasonable hours as may be necessary for the maintenance, repair or replacement of any Common Elements therein, or for making emergency repairs therein necessary to prevent damage to the Common Elements or to any Unit. In the case of emergency such as, but not limited to, fire or hurricane, entry may be made without notice or permission. Each Unit Owner does hereby appoint the Association as his or her agent for the purposes herein provided and agrees that the Association shall not be liable for any alleged property damage or theft caused to or occurring on account of any such entry.

2. The power to levy and collect Assessments from Unit Owners and to maintain, repair and replace the Common Elements.

3. The duty to maintain accounting records according to good accounting practices, which shall be open to inspection by Unit Owners at reasonable times during normal business hours.

4. The power to enter into contracts with others, for a valuable consideration, for maintenance and management, including the normal maintenance and repair of the Common Elements. The duty and responsibility to maintain and preserve the landscaping, gardening, painting, repairing and replacement of the Common Elements shall not relieve the Unit Owner of Unit Owner's personal responsibility to maintain and preserve the interior surface of his Unit and the Limited Common Elements appurtenant thereto, and to paint, clean, decorate, maintain and repair his Unit.

5. The power to adopt reasonable rules and regulations for the maintenance and conservation of the Condominium Property and for the health, comfort, safety and welfare of the condominium Unit Owners, all of whom shall be subject to such rules and regulations.

6. The power to purchase Units in the Condominium and to acquire, hold, lease, mortgage and convey the same.

7. If requested by the Master Association, the duty to collect from all Condominium Unit Owners the annual, special and individual assessments of the Master Association and to pay said Association all sums collected on a monthly basis.

C. The Bylaws may be amended in the manner provided for therein, but no amendment to said Bylaws shall be adopted which would affect or impair the validity or priority of any institutional mortgage covering any Condominium Parcel(s), or which would change the provisions of the Bylaws with respect to the rights of Institutional Mortgagees, without the written approval of all Institutional Mortgagees of record.

D. Each Unit shall be entitled to one vote to be cast in accordance with the provisions of the Bylaws and Articles of Incorporation of the Association.

E. The Association or its designees shall maintain such records as required by Section 718.111, Florida Statutes.

F. In any legal action in which the Association may be exposed to liability in excess of insurance coverage protecting it and the Unit Owners, the Association shall give notice of the exposure within a reasonable time to all Unit Owners who may be exposed to the liability, so that such Unit Owners shall have the right to intervene and defend.

G. No Unit Owner, except an officer or director of the Association, shall have any authority to act for the Association.

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10. Maintenance, Alterations and Improvements

The responsibility for the maintenance of the Condominium Property and restrictions upon its alteration and improvement shall be as follows:

A. By the Association -- The Association shall maintain, repair and replace at the Association's own expense:

1. All Common Elements, except as set forth in Paragraph 10. C below.

2. All incidental damage caused to a Unit by such work shall be promptly repaired at the expense of the Association.

B. By the Condominium Unit Owner -- The responsibilities of the Condominium Unit Owner shall be as follows:

1. To maintain, repair and replace at Unit Owner's expense all portions of the Unit except the portions to be maintained, repaired and replaced by the Association as provided in Paragraph 10.A. Included within the responsibility of the Unit Owner shall be any enclosure of any balcony, terrace or porch attached to his Unit, which shall include any screening, carpeting or other floor covering. All such maintenance, repairs and replacements shall be done without disturbing the rights of other Unit Owners.

2. To maintain, repair and replace at Unit Owner's expense, Unit Owner's individual air conditioning and heating system inside and outside Unit Owner's individual Condominium Unit.

3. Within the Unit to maintain, repair and replace at Unit Owner's expense all fans, stoves, refrigerators,

dishwashers, or other appliances or equipment, including any fixtures and/or their connections required to provide water, light, power, telephone, sewage and sanitary service to Unit Owner's Condominium Unit.

4. Not to paint or otherwise decorate or change the appearance of any portion of the exterior of the building, including balconies, patios or terraces.

5. To promptly report to the Association any defects or need for repairs, the responsibility for the remedy of which is that of the Association.

6. No Condominium Unit Owner, other than the Developer, shall make any alterations in the portions of the building which are to be maintained by the Association, or remove any portion thereof or make any additions thereto or do any work which would jeopardize the safety or soundness of the building or impair any easement, without first obtaining approval from the Board of Directors of the Association.

C. By the Master Association -- While landscape maintenance and replacement of all Common Element landscaping surrounding each building is the ultimate responsibility of the Association, these services shall be provided by the Master Association.

D. Alteration and Improvement of Common Elements -- There shall be no material alterations or substantial additions to the Common Elements, except as the same are authorized by the Board of Directors and ratified by the affirmative vote of voting members of the Association casting not less than 66-2/3% of the total votes of the members of the Association present at any regular or special meeting of the Association called for that purpose. The Master Association shall be given notice and a reasonable opportunity to respond to all architectural control matters prior to the approval of such matters by the Board of Directors and the members of the Association. The cost of the foregoing shall be assessed as Common Expenses of the Condominium.

E. Alteration of Unit -- Except as provided in Paragraph 28 hereinafter, no Owner of a Condominium Unit shall make or cause to be made any structural modifications or alterations or replacements in Owner's Unit, or the exterior doors of Owner's Unit, or in the water, gas, electrical, plumbing, air conditioning equipment or utilities therein, without the consent of the Board of Directors of the Association, which consent may be withheld in the event the Board of Directors determines that such structural alteration, modification or replacement would in any manner endanger the building. If the modification, alteration or replacement desired by a Unit Owner involves the removal of any permanent interior partition, the Association may permit same if the same is not a load-bearing partition and if the same does not interfere with any common utility source. A Unit Owner making or causing to be made any structural modification, alteration or replacement to Unit Owner's Unit agrees, and shall be deemed to have agreed, to hold the Association and all other Unit Owners harmless from any liability arising therefrom, notwithstanding the fact that the Association may have consented to the changes. No Unit Owner shall cause any improvements or changes to be made to the exterior of the building, including, but not limited to, painting, installation of electrical wires, television antennae, or air conditioning Units which may protrude through the walls or roof of the building, or in any manner change the appearance of the exterior of the building or any portion of the building not totally within the Unit, without consent of the Association. No Unit Owner or any other person shall install upon the roof, exterior of a building, the Condominium Property, or the Common

Elements of the Condominium, any television antennae, radio antennae, electric, electronic or electro-mechanical device, decorative item or affixed furnishing, without the consent of the Association.

F. Liability of Unit Owner -- Should a Unit Owner undertake unauthorized additions and modifications to his Unit, or refuse to make repairs as required, or should a Unit Owner cause damage to the Common Elements, the Association may make such repairs or replacements and the Association shall have the right to repair the same and to charge the cost thereof to said Unit Owner. Each Unit Owner agrees that the Association shall not be liable for any alleged property damage caused to or occurring on account of any such repairs.

G. Insurance Proceeds -- Whenever any maintenance, replacement or repair of any items for which the Owner of a Unit is responsible is made necessary by any loss covered by insurance maintained by the Association, the proceeds of the insurance received by the Association shall be used for the purpose of accomplishing such maintenance, repair or replacement. The Unit Owner shall be required to pay all of the costs thereof that exceed the amount of the insurance proceeds.

11. Enforcement of Maintenance

In the event the Owner of a Unit fails to maintain the Unit and the appurtenances thereto as required above, the Association, Master Association, any management firm, the Developer, or any other Unit Owner shall have the right to proceed in a court of equity to seek compliance with the foregoing provisions, or the Association shall have the right to charge the Unit Owner and the Unit for the necessary sums to put the improvements within the Unit in good condition.

The Association shall have the right to have its employees or agents enter the Unit during reasonable hours, when necessary for the maintenance, repair or replacement of any Common Elements or for making emergency repairs which are necessary to prevent damage to the Common Elements or to another Unit or Units. Further, the Developer and/or the Association shall have the right to take any and all such steps as may be necessary to remedy violation of Paragraph 10 which may cause damage to the Common Elements or to another Unit or Units, including, but not limited to, entry of the subject Unit with or without consent of the Unit Owner. Each Unit Owner agrees that the Association shall not be liable for any alleged property damage or theft caused to or occurring on account of any such entry.

12. Common Expenses

A. Common Expenses shall include expenses of the operation, maintenance, repair or replacement of the Common Elements, costs of carrying out the powers and duties of the Association, and any other expenses designated as Common Expenses by the Condominium Act, this Declaration and the Bylaws.

B. All costs of water, gas, and sewage service to the Condominium Property shall be a Common Expense of the Condominium.

C. Common Expenses shall be shared by the Unit Owners in accordance with their respective interests in the Common Elements and ownership of Common Surplus, as set forth in Exhibit "F". The foregoing ratio of sharing Common Expenses and assessments shall remain, regardless of the purchase price of the Condominium Units and regardless of the square footage of the Condominium Units, except as set forth in said Exhibit "C" as subsequent phases to the Condominium are added.

13. Assessments: Liability, Liens, Priority, Interest and Collections

A. The Association, through its Board of Directors, shall have the power to fix and determine from time to time the sums necessary to provide for the Common Expenses of the Condominium. A Unit Owner, regardless of how title is acquired, shall be liable for all assessments coming due while the Owner of a Unit, except as provided in Paragaraph 14 below. In a voluntary conveyance, the grantee shall be jointly and severally liable with the grantor for all unpaid Assessments against the latter for the latter's share of the Common Expenses up to the time of such voluntary conveyance.

B. The Association shall estimate from time to time the amount of Common Expenses it expects to incur and the period of time involved therein and may assess sufficient monies from Unit Owners to meet this estimate. Assessments for Common Expenses shall be borne by Unit Owners in the proportions or shares set forth in Paragraph 12 hereof pertaining thereto. Assessments shall be payable monthly or in such other installments and at such times as may be fixed by the Board of Directors. The Association shall, if requested by the Master Association, collect the Master Association assessments and shall remit such assessments directly to the Master Association.

C. Should the Association, through its Board of Directors, at any time determine that the Assessments made are not sufficient to pay the Common Expenses or, in the event of emergencies, the Board of Directors shall have the authority to levy and collect Special Assessments to meet such needs of the Association, in accordance with the Act.

1. The Board of Directors of the Association, in assessing for Common Expenses, may include therein a sum to be collected and maintained as a reserve fund for replacement of Common Elements for the purpose of enabling the Association to replace structural elements and mechanical equipment constituting a part of the Common Elements, as well as the replacement of personal property which may be a portion of the Common Elements.

2. The Board of Directors of the Association, in assessing for Common Expenses, may include therein a sum to be collected and maintained as a general operating reserve which shall be used to provide a measure of financial security during periods of difficulty. Such sums may be used to meet deficiencies from time to time existing as a result of delinquent payment of Assessments by Unit Owners or as a result of emergencies.

D. All monies collected by the Association shall, unless the same is collected for the benefit of others, be the separate property of the Association. Such monies may be applied by the Association to the payment of any expense of operating and managing the Condominium Property, or to the proper undertaking of all acts and duties imposed upon it by virtue of the provisions of this Declaration or the Condominium Act. All monies received from Assessments may be commingled with other monies held by the Association. All Assessments received by the Association shall be held for the benefit of the Unit Owners. No Unit Owner shall have the right to assign, hypothecate, pledge or in any manner transfer his interest therein, except as an appurtenance to his Unit. Such funds shall not be subject to attachment or levy by a creditor or judgment creditor of a Unit Owner. When the Owner of a Unit shall cease to be a member of the Association by the divestment of his ownership of such Unit by whatever means, the Association shall not be required to account to such Owner for any share of the funds or assets of the Association.

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E. Liability for Assessments may not be avoided by abandonment of a Unit, or by waiver of the use of any Common Elements or other property which an Owner is entitled to use or enjoy.

F. Assessments not paid within ten (10) days of when due shall bear interest from the date when due until paid at the rate of eighteen percent (18%) per annum. Additionally, the failure to pay any assessment within ten (10) days from the date due shall entitle the Association to levy a $25.00 late charge against the defaulting Unit Owner. Payments made shall be applied to interest first and then to principal. The Association shall furnish to the Mortgagee of any Unit upon its request, written notification of any default in Assessment payments of the Owner whose Unit is encumbered by that mortgage.

G. The Association shall have a lien upon each Condominium Parcel, which lien shall secure the payment of all monies due from each Unit Owner for which he is liable to the Association, including all Assessments, interest and expenses provided for in this Declaration and reasonable attorneys' fees incurred as an incident to the enforcement of said lien. The lien shall be effective, have priority and be collected as provided by the Act unless, by the provisions of this Declaration, such liens would have a greater priority or dignity, in which event the lien right in favor of the Association having the highest priority and dignity shall be the lien of the Association.

H. Liens for Assessments may be foreclosed by suit brought in the name of the Association in like manner as a foreclosure of a mortgage on real property, as more fully set forth in the Act. The Association may bid at any sale and apply as a cash credit against its bid all sums due the Association covered by the lien being enforced. In any suit for the foreclosure of said lien, the Association may be entitled, at the Court's discretion, to rent from the Owner of any Condominium Unit from the date on which the payment of any Assessment or installment thereof became delinquent, and shall be entitled to the appointment of a receiver for said Condominium Unit. The rent required to be paid shall be equal to the rent charged on comparable type of Condominium Units in Collier County, Florida.

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

J. Nothing contained herein shall abridge or limit the rights and responsibilities of Mortgagees as set forth in the Condominium Act.

14. Exemption of Developer

The Developer shall be excused from the payment of Common Expenses as provided in the Act, for the period commencing from the date of recordation of the Declaration of Condominium and terminating on the day of the sale of the last Unit the Developer holds for sale in all phases which will ultimately be submitted to the Condominium, or upon notice by Developer to Unit Owners that Developer has elected not to submit further phases to the Condominium, or February 28, 1995, whichever occurs first (the "Guaranty Period"). During this time period, the Developer guarantees that the level of assessments for common expenses shall not exceed $112.18 per month for the remainder of the first fiscal year of the Association; $129.00 per month for the second fiscal year of the Association; $148.35 per month for the third fiscal year of the Association until the Guaranty Period is terminated. During the Guaranty Period, the Developer shall pay the portion of Common Expenses incurred which exceeds the amounts assessed against the other Unit Owners in the Condominium.

15. Limitation of Liability

A. The liability of the Owner of a Unit for Common Expenses shall be limited to the amounts for which the Owner is assessed from time to time in accordance with the Condominium Act, this Declaration or the Bylaws (including any interest, penalties, costs or fees provided for therein in the event of delinquency).

B. A Unit Owner shall be liable for injuries or damages resulting from an accident in Unit Owner's Unit to the same extent and degree that the Owner of a single-family detached dwelling would be liable for an accident occurring within Unit Owner's single-family detached dwelling.

C. In any legal action in which the Association may be exposed to liability in excess of the insurance coverage protecting it and the Unit Owners, the Association shall give notice of the exposure within a reasonable time to all Unit Owners, and they shall have the right to intervene and defend.

16. Liens

A. With the exception of liens which may result from the initial construction of this Condominium or are provided for in this Paragraph 16, no liens of any nature may be created subsequent to the recording of this Declaration against the Condominium Property as a whole (as distinguished from individual Units) except with the unanimous consent of the Unit Owners.

B. Unless a Unit Owner has expressly requested or consented to work being performed or materials being furnished to the Owner's Unit, such labor or materials may not be the basis for the filing of a lien against same. No labor performed or materials furnished to the Common Elements shall be the basis for a lien thereon unless authorized by the Association, in which event same may be the basis for the filing of a lien against all Condominium Units in the proportions for which the Owners thereof are liable for Common Expenses.

C. In the event one lien is filed against two or more Condominium Units and the lien becomes effective, each Owner thereof may relieve his Condominium Unit of the lien by paying the proportionate amount attributable to Owner's Condominium Unit. Upon such payment, it shall be the duty of the lienor to release the lien of record against such Condominium Unit.

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17. Easements

Each of the following easements is a covenant running with the land of the Condominium, to-wit:

A. Utility Services; Drainage and Governmental Services -- Easements are reserved under, through and over the Condominium Property as may be required for utility services, drainage and governmental services in order to serve the Condominium. An Owner shall do nothing within or outside Unit Owner's Unit that interferes with or impairs the utility services or governmental services using these easements. The Board of Directors of the Association or its designee shall have a right of access to each Unit to inspect same, to maintain, repair or replace the pipes, wires, ducts, vents, cables, conduits and other utility service facilities and Common Elements contained in the Unit or elsewhere in the Condominium Property, and to remove any improvements interfering with or impairing the utility services or easements herein reserved; provided that such right of access shall not unreasonably interfere with the Unit Owner's permitted use of the Unit, and entry shall be made on not less than one day's notice, except in the event of an emergency. Governmental Services shall include police and fire protection, and postal service.

B. Pedestrian Traffic -- An easement shall exist for pedestrian traffic over, through and across sidewalks, paths, walks and other portions of the Common Elements as may be from time to time intended and designated for such purpose and use; and such easements shall be for the use and benefit of Owners, Institutional Mortgagees, or tenants, and those claiming by, through or under the aforesaid. Said easement shall also be for the use of the Master Association for the sole purpose of conducting such activities as may be required by the Declaration of Covenants, Conditions, Restrictions and Easements for Berkshire Lakes. The Common Elements contained within the Condominium Property shall be used in common by Unit Owners in this Condominium and their family members, guests, invitees and tenants for the purpose for which same are intended, subject to the provisions of the Declaration and the Bylaws.

C. Easement for Unintentional and Non-Negligent Encroachments -- If a Unit shall encroach upon any Common Element, Limited Common Element or upon any other Unit, by reason of original construction, reconstruction, repair, shifting, settlement, or movement of any portion of the improvements, or by the non-negligent or non-purposeful act of the Unit Owner or Developer, then an easement appurtenant to such encroaching Unit, to the extent of such encroachment, shall exist so long as such encroachment shall exist. If any Common Element or Limited Common Element shall encroach upon any Unit by reason of original construction or the non-purposeful or non-negligent act of the Association or the Developer, then an easement appurtenant to such Common Element or Limited Common Element, to the extent of such encroachment, shall exist so long as such encroachment shall exist.

D. Support -- The Developer and Association hereby grant to each other, their heirs, successors, and assigns, and all third party beneficiaries, including condominium Unit Owners, their lessees, guests, invitees, servants, and employees, the right of support for all structures on any portion of the real property of the Condominium.

E. Termination of Phasing -- In the event the Developer elects to terminate the Plan of Phasing described in Paragraph 1 of this Declaration, there shall exist an easement in favor of subsequent title holders of the undeclared property, their successors and assigns, over that portion of the Common Elements which provides access for ingress and egress purposes. Should the Developer construct and develop other residential buildings on the

property described in Exhibit "C" of this Declaration, this non-exclusive easement shall exist in favor of the unit owners of said other residential buildings over the roads and walkways of the Condominium for pedestrian and vehicular traffic to permit said unit owners ingress and egress over the roadways and other common areas of the Condominium. There shall also exist an easement for water, sewer, electric and any other utilities or services necessary for said other residential buildings. Said unit owners shall have a non-exclusive easement over the recreational facilities and all Common Elements of the Condominium and shall have the right to use such facilities subject to the rules and regulations of the Condominium. The Association shall have the right to assess any such other unit owners a proportionate share of expenses for the use of the roadways, recreational facility and other common areas of the Condominium. Said expenses shall include, but not be limited to, the maintenance, repair and replacement of said facilities and all personal property associated with said facilities (i.e., tables and chairs), and the cost of all insurance associated with the operation of said facilities. The Association shall also have the right to assess any such other unit owners a proportionate share of any reserves created for the purpose of repairing and replacing said facilities. In the event the Condominium Association incurs any expense due to the installation, servicing, repairing, restoring or recurring charges for utility or other services to said other unit owners, said expenses shall be borne by said other unit owners.

F. The Master Association -- An easement shall exist in favor of the Master Association to enter the Common Elements for landscape maintenance purposes and for general maintenance purposes in the event the Association fails to maintain the Common Elements.

G. Additional Easements -- The Developer (during any period in which there are any unsold Units in the Condominium or any period in which subsequent phases are under construction) and the Association each shall have the right to grant such additional electric, telephone, gas or other utility easements, and to relocate any existing easements in any portion of the Condominium Property, and to grant access or other easements and relocate any existing access or other easements in any portion of the Condominium Property, as the Developer or the Association shall deem necessary or desirable for the proper operation and maintenance of the improvements, or any portion thereof, or for the general health or welfare of the Unit Owner, or for the purpose of carrying out any provisions of this Declaration; provided that such easements or the relocation of existing easements will not prevent or unreasonably interfere with the use of the Units for their intended purposes. The joinder of the Association, any Unit Owner or Mortgagee shall not be required in the event the Developer declares an additional easement pursuant to the provisions hereof.

All easements, of whatever kind or character, whether heretofore or hereafter created, shall constitute a covenant running with the land, shall survive the termination of the Condominium, and, notwithstanding any other provisions of this Declaration, may not be substantially amended or revoked in a way which would unreasonably interfere with its proper and intended use and purpose. The Unit Owners do hereby designate Developer and/or Association as their lawful attorneys-in-fact to execute any and all instruments on their behalf for the purpose of creating all such easements as are contemplated by the provisions hereof.

18. Rentals and Leases

In order to insure a community of congenial residents and occupants and protect the value of the Units and to further the continuous harmonious development of the Condominium community,

the leasing or rental of Units shall be subject to the following provisions:

A. Approval by Association

1. No Unit Owner may transfer possession or otherwise dispose of a Unit or any interest therein by lease without approval of the Association except to another Unit Owner, except as provided herein:

No portion of a Unit (other than an entire Unit) may be rented. All leases shall be approved by the Association and shall provide that the Association shall have the right to terminate the lease upon default by the tenant in observing any of the provisions of this Declaration, the Articles of Incorporation and By-Laws of the Association, applicable rules and regulations, or other applicable provisions of any agreement, document or instrument governing the Condominium. Leasing of Units shall also be subject to the prior written approval of the Association. No Unit shall be leased more than twice in one calendar year. In no event may a Unit be leased for a period of less than thirty days. The Unit Owner will be jointly and severably liable with the tenant to the Association for any amount in excess of such sum which is required by the Association to effect such repairs or to pay any claim for injury or damage to property caused by the negligence of the tenant.

B. Manner of Approval by Association -- The approval of the Association which is required for the transfer of Units shall be obtained in the following manner:

1. Notice to Association

(a) Lease -- A Unit Owner intending to make a bona fide lease of his Unit or any interest therein shall give to the Association notice of such intention, together with the name and address of the intended lessee, such other information concerning the intended lessee as the Association may reasonably require, and an executed copy of the proposed lease, which lease shall provide that it is subject to approval by the Association.

(b) Failure to Give Notice -- If the notice to the Association herein required is not given, then at any time after receiving knowledge of a transaction or event transferring ownership or possession of a Unit, the Association at its election and without notice may approve or disapprove the transaction or ownership. If the Association disapproves the transaction or ownership, the Association shall proceed as if it had received the required notice on the date of such disapproval.

2. Certificate of Approval

If the Association shall disapprove a lease of a Unit, the matter shall be disposed of in the following manner:

If the notice of lease given by the Unit Owner shall so demand, then, within ten (10) days after receipt of such notice and information, the Association shall deliver or mail by certified mail to the Unit Owner an agreement to lease by the Association, or a lessee approved by the Association who will lease and to whom the Unit Owner must lease the Unit, upon the following terms:

(a) The rental to be paid by the lessee, to be identified in the Agreement, shall be that stated in the approved lease.

(b) The rental shall be paid in cash.

(c) The lease term, and the other conditions and terms of the lease, shall be those stated in the disapproved lease.

(d) If the Association shall fail to provide a lessee upon the demand of the Unit Owner in the manner provided, or if a lessee furnished by the Association shall default in his agreement to lease, the proposed transaction shall be deemed to have been approved and the Association shall furnish a certificate of approval as elsewhere provided.

The Declarant and his assigns shall be excused from the provisions of this Paragraph regarding sale and transfer of Units.

C. Unauthorized Transactions -- Any lease which is not authorized pursuant to the terms of this Declaration shall be void unless subsequently approved by the Association.

D. General Provisions -- The foregoing provisions of this Paragraph 18 shall not be applicable to transfer a lease by a Unit Owner to any member of Unit Owner's immediate family (i.e., spouse, children or parents); to its trustee and a Unit Owner to a corporation where the Unit Owner is a principal shareholder.

The Association, in its discretion, may charge a transfer fee in connection with the lease or sublease of a Unit but in no event may such fee exceed $50.00. However, if the lease is a renewal of a lease with the same lessee, no charge shall be made.

The Association may condition approval of any lease upon payment of fines as specified in Article XIII of the Bylaws.

19. Obligations of Unit Owners

In addition to other obligations and duties heretofore set out in this Declaration, each Unit Owner shall:

A. Promptly pay the Assessments levied by the Association.

B. Maintain in good condition and repair, Owner's Unit and Limited Common Elements and all interior surfaces within or surrounding Owner's Unit (such as the surfaces of the walls, ceilings, floors), whether or not a part of the Unit or Limited Common Elements, and maintain and repair the fixtures therein and pay for any utilities which are separately metered to Owner's Unit.

C. Not permit or suffer anything to be done or kept in Owner's Unit which will increase the insurance rates on Owner's Unit or the Common Elements, or which will obstruct or interfere with the rights of other Unit Owners or annoy them by unreasonable noises or otherwise; nor shall a Unit Owner commit or permit any nuisance, immoral or illegal act in Owner's Unit or on the Common Elements.

D. Conform to and abide by the Bylaws and uniform rules and regulations in regard to the use of the Unit and Common Elements which may be adopted in writing from time to time by the Board of Directors of the Association, and to see that all persons using Owner's property by, through or under Owner do likewise.

E. Make no alteration, decoration, repair, replacement or change of the Common Elements or Limited Common Elements, or to any outside or exterior portion of the building, except as set forth hereinbefore.

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F. Show no sign, advertisement or notice of any type on the Common Elements or Owner's Unit, except as may be provided for in the rules and regulations of the Association.

G. Make no repairs to any plumbing or electrical wiring except within a Unit. Plumbing and electrical repairs within a Unit shall be the financial obligation of the Owner of the Unit and paid for forthwith. The Association shall pay for and be responsible for plumbing repairs and electrical wiring within the Common Elements.

H. Return the "Condominium Parcel" for the purpose of ad valorem taxes to the respective taxing authorities having jurisdiction over them for separate assessment against Unit Owner's Condominium Parcel. For the purposes of ad valorem taxation, the interest of the Unit Owner in Owner's "Condominium Parcel" and in the "Limited Common Elements" appurtenant thereto and in the "Common Elements" shall be considered as a Unit. The value of each Unit shall be equal to the percentage of the value of the entire Condominium, including land and improvements, as have been assigned to said Unit in this Declaration.

20. Insurance

A. Liability Insurance -- The Board of Directors of the Association shall obtain public liability and property damage insurance covering all property owned by the Association and all of the Common Elements of the Condominium, and insuring the Association, Unit Owners and Institutional Mortgagees, as it and their interests may appear, in such amounts as the Board of Directors of the Association may determine from time to time, provided that the minimum amount of coverage shall be at least $1,000,000.00 per occurrence combined single limit bodily injury and property damage. Said insurance coverage shall include, but not be limited to, water damage, legal liability, hired automobile, non-owned automobile and all premises and operations. All liability insurance shall contain a cross-liability endorsement to cover the liability of all the Unit Owners, as a group, to any one Unit Owner. Premiums for the payment of such insurance shall be paid by the Association and charged as a Common Expense.

B. Casualty Insurance -- Purchase of Insurance -- The Association shall obtain "all risk" insurance and vandalism and malicious mischief insurance, insuring all of the insurable improvements within the Condominium, including personal property owned by the Association, in and for the interest of the Association, all Unit Owners and their mortgagees, as their interests may appear, with a company acceptable to the standards set by the Board of Directors of the Association in an amount equal to the maximum insurable replacement value, as determined annually. Insurable improvements shall not be deemed to include floor coverings, wall coverings or ceiling coverings of a Unit, which shall be the responsibility of the Unit Owner. The premiums for such coverage and other expenses in connection with said insurance placement shall be paid by the Association and charged as a Common Expense.

The company or companies with whom the Association shall place its insurance coverage, as provided in this Declaration, must be good and responsible companies, authorized to do business in the State of Florida. Insurance shall be obtained from companies whose ratings meet the financial and policy holder's standards of the Institutional Mortgagee having the highest dollar value of mortgages encumbering Units in the Condominium.

C. Application of Insurance Proceeds -- The proceeds of casualty insurance paid to the Association by an insurer for loss or damage to real and/or personal property upon which the Association carrys insurance, shall be applied and paid as follows:

1. Common Elements Only -- The proceeds paid to the Association for loss of or damage to real property constituting Common Elements only shall be applied to the repair, replacement or reconstruction of such loss or damage. If such insurance proceeds exceed the cost of the repair, replacement or reconstruction of such Common Elements, the excess shall be paid by the Association to the Owners of all Units, and their respective mortgagees, as their interests may appear, in shares or proportions equal to the undivided interest appurtenant to each Unit in the Common Elements. If the insurance proceeds shall be insufficient to pay the cost of the repair, replacement or reconstruction of such Common Elements, the Association shall deposit with the proceeds, from any Association reserve fund which may have been established, the difference between the total cost of repairing, replacing or reconstructing such loss or damage and the amount of the insurance proceeds. If no such Association reserve fund has been established, or if any such Association reserve fund has been established and is insufficient to pay the Association such difference, the Association shall assess the amount of the difference against, and collect it from, all Unit Owners as a Common Expense.

2. Units -- The proceeds paid to the Association for loss of or damage to the building, constituting Common Elements and one or more Units thereof, shall be first applied to the repair, replacement or reconstruction of Common Elements, then to the repair, replacement or reconstruction of any Unit or Units in the building which have been destroyed or damaged. If such insurance proceeds exceed the cost of the repair, replacement or reconstruction of such Common Elements and Units, the excess shall be paid by the Association to the Owners of the damaged or destroyed Units and their respective mortgagees, as their interests may appear, in shares or proportions based upon the undivided interest appurtenant to each such Unit in the Common Elements. If the insurance proceeds shall be sufficient to pay for the repair, replacement or reconstruction of the Common Elements but shall be insufficient to pay the cost of the repair, replacement or reconstruction of the damaged or destroyed Unit or Units, the Association shall assess the amount of the difference against, and collect the same from, the Owner(s) of the Unit(s) damaged or destroyed, in proportion that the amount of damage sustained to each such Unit bears to the total deficit, and deposit such sum with the insurance proceeds to be applied toward the total cost of repairing, replacing or reconstructing all of such damaged or destroyed Common Elements and Units. If the insurance proceeds shall be insufficient to pay the cost of the repairs, replacements, or reconstruction of the Common Elements (to which the Association is required first to apply such proceeds before applying any part thereof to the repair, replacement or reconstruction of Units), the difference between the total cost of repairing, replacing or reconstructing the Common Elements and the amount of the insurance proceeds shall be assessed by the Association against, and collected from, all Unit Owners, as a Common Expense, and, in such event, the cost of repairing, replacing or reconstructing the Unit or Units destroyed or damaged, shall be assessed by the Association against, and collected from, the Owner(s) of such damaged or destroyed Units.

D. Distribution of Proceeds -- Proceeds of insurance policies received by the Association shall be distributed to or for the benefit of the beneficial owners and expended or disbursed after first paying or making provision for the payment of the expenses of the Association, in the following manner:

1. Reconstruction or Repair -- If the damage for which the proceeds were paid is to be repaired and restored, the remaining proceeds (insurance proceeds less the expenses of the Association) shall be paid to defray the cost thereof, as elsewhere provided. Any proceeds remaining after defraying such costs shall be distributed to the beneficial owners, all remittances to Unit Owners and their Mortgagees being payable jointly to them. This is a covenant for the benefit of any Mortgagee of a Unit and may be enforced by any Mortgagee. Said remittance shall be made solely to an Institutional Mortgagee, when requested by such Institutional Mortgagee, whose mortgage provides that it has the right to require application of the insurance proceeds to the payment or reduction of its mortgage debt.

2. Failure to Reconstruct or Repair -- If the damage for which the proceeds were paid shall not be repaired and restored, any proceeds remaining after defraying such costs shall be distributed to the beneficial owners, all remittances to Unit Owners and their Mortgagees being payable jointly to them. This is a covenant for the benefit of any Mortgagee of a Unit and may be enforced by any Mortgagee. Said remittance shall be made solely to an Institutional Mortgagee, when requested by such Institutional Mortgagee, whose mortgage provides that it has the right to require application of the insurance proceeds to the payment of its mortgage debt. In the event of the loss or damage to personal property belonging to the Association, and should the Board of Directors of the Association determine not to replace such personal property as may be lost or damaged, the proceeds shall be disbursed to the beneficial owners as surplus in the manner elsewhere stated.

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E. Reconstruction or Repair After Casualty -- Whether, and the manner in which, any or all of the Condominium Property damaged or destroyed by casualty shall be repaired, reconstructed or replaced shall be determined as follows:

1. The Building -- If the Building shall be damaged or destroyed, repair or reconstruction thereof, or termination of the Condominium, shall be in accordance with the following:

(a) Total Destruction of Building. If the Building is totally destroyed or is so damaged that no Unit therein is habitable, the building and the improvements comprising Common Elements shall not be reconstructed, and the Condominium shall be terminated unless the Owners of Units to which seventy-five percent (75%) of the Common Elements are appurtenant agree in writing, within sixty (60) days after the date of such destruction, to reconstruct the same and unless the then applicable zoning and other regulatory laws and ordinances shall allow the same to be reconstructed, or unless any policy or policies of casualty insurance covering the same shall require reconstruction thereof as a condition precedent to the payment of proceeds thereunder.

(b) Damage to and Destruction of Part of the Building. If some, but not all, of the Building is damaged and/or destroyed and one or more of the Units remains habitable, the damaged or destroyed Common Elements and/or Units shall be repaired or reconstructed, so that the Building and/or Unit shall be restored to substantially the same condition as existed prior to such damage or destruction, unless within sixty (60) days after the casualty it is determined by agreement in the manner elsewhere herein provided that the Condominium shall be terminated.

2. Common Elements -- Damaged or destroyed improvements constituting part of the Common Elements shall be repaired, reconstructed and/or replaced unless, in the event of total destruction of the Units, or, by agreement after partial destruction, the Condominium shall be terminated.

F. Construction Funds -- All funds for the payment of repair and reconstruction costs, consisting of insurance proceeds and/or funds collected by the Association from Unit Owners, shall be disbursed toward payment of such costs in the following manner:

The proceeds of insurance collected on account of a casualty, and the sums assessed against and collected from Unit Owners by the Association shall constitute a construction fund which shall be disbursed in payment of the costs of repair and reconstruction in the following manner:

1. Unit Owners -- The portion of insurance proceeds representing damage for which the responsibility of repair and reconstruction is upon one or more, but less than all, Unit Owners, shall be paid by the Association to the affected Unit Owners and, if any of such Units are mortgaged, to the affected Unit Owners and their mortgagees jointly.

2. Association - Minor Damage -- If the amount of the estimated costs of reconstruction and repair which is the responsibility of the Association is less than Fifteen Thousand and No/100 Dollars ($15,000.00), then the construction fund shall be disbursed in payment of such costs upon the order of the Association; provided, however, that upon request to the Association by a mortgagee which is a beneficiary of an insurance policy the proceeds of which are included in the construction fund, such fund shall be disbursed in the manner hereafter provided for the reconstruction and repair of major damage.

3. Association - Major Damage -- If the amount of the estimated costs of reconstruction and repair which is the responsibility of the Association is more than Fifteen Thousand and No/100 Dollars ($15,000.00), then the construction fund shall be disbursed in payment of such costs in the manner required by the Board of Directors of the Association and upon approval of an architect registered to practice in Florida and employed by the Association to supervise the work.

4. Surplus -- It will be presumed that the first monies disbursed in payment of costs of reconstruction and repair are from insurance proceeds. If there is a balance in the construction fund after payment of all costs of the reconstruction and repair for which the fund is established, such balance will be distributed to the beneficial Owners of the fund in a manner elsewhere herein stated; except however, that the part of a distribution to a beneficial Owner which is not in excess of assessments paid by such Owner into the construction fund shall not be made payable to any mortgagee.

G. Plans and Specifications -- Any repair and restoration must be substantially in accordance with the plans and specifications for the original building, or as the building was last constructed, or according to the plans approved by the Board of Directors of the Association, which approval shall not be unreasonably withheld. If any material or substantial change is contemplated, the approval of all Institutional Mortgagees shall also be required.

H. Association's Power to Compromise Claim -- The Association is hereby irrevocably appointed agent for each Unit Owner for the purpose of compromising and settling claims arising under insurance policies purchased by the Association, and to execute and deliver releases therefor upon the payment of claims.

I. Worker's Compensation -- A workmen's compensation policy shall be obtained by the Association to meet the requirements of law. Such policy shall have a minimum of $500,000.00 Employer's Liability Coverage.

J. Unit Owner's Responsibility to Insure -- Each individual Unit Owner shall purchase at Unit Owner's expense, liability insurance to cover accidents occurring within Unit Owner's Unit, and shall purchase insurance upon Unit Owner's personal property, and living expense insurance, and such insurance, where applicable, shall contain waiver of subrogation, if available.

K. Subrogation -- If available, and where applicable, the Board of Directors of the Association shall endeavor to obtain policies which provide that the insurance company waives its right of subrogation as to any claims against Unit Owners, the Association and their respective servants, agents and guests. Each Unit Owner and the Association hereby agree to waive any claim against each other and against other Unit Owners for loss or damage for which insurance hereunder is carried, provided the coverage is adequate to compensate for the loss, where the insurer has waived its rights of subrogation as aforesaid.

L. Failure to Insure -- If the Association fails to procure any of the insurance coverages required under this Declaration, and to pay the premiums therefor, the Institutional Mortgagee having the highest dollar value of mortgages encumbering Units in the Condominium shall have the right to obtain and pay for the policies and be subrogated to the assessment and lien rights of the Association with respect to said payments.

21. Eminent Domain or Condemnation Proceedings.

The Association is hereby irrevocably appointed agent for each Unit owned for the purpose of representing the Unit Owners in any condemnation proceedings or in negotiating settlements or agreements with the condemning authority for acquisition of the common areas, or part thereof.

If eminent domain or condemnation proceedings are successfully litigated against all or any part of the Condominium Property, the entire eminent domain or condemnation award is to be secured to the Association in accordance with the ratio of ownership herein provided as it pertains to the Common Elements, and disbursed to Unit Owners and their mortgagees as their interests appear of record. The Association shall give prompt written notice to each holder of a mortgage of record of any such eminent domain or condemnation proceedings, and shall take no action in any such proceedings that will disturb any mortgagee's first lien priority.

22. Rules and Regulations

A. As to Common Elements -- The Board of Directors may, from time to time, adopt or amend previously adopted administrative rules and regulations governing the details of the operation, use, maintenance and control of the Common Elements of the Condominium and any facilities or services made available to the Unit Owners. The Board of Directors shall, from time to time, mail to Owners or post in a conspicuous place on the Condominium Property, a copy of the rules and regulations adopted, from time to time, by the Board of Directors.

B. As to Condominium Units -- The Board of Directors may, from time to time, adopt or amend previously adopted rules and regulations governing and restricting the use and maintenance of the Condominium Unit(s) provided, however, that copies of such rules and regulations are furnished to each Unit Owner prior to the time the same become effective, and where applicable or desirable, copies thereof shall be posted in a conspicuous place on the Condominium Property.

C. Rules and Regulations -- The rules and regulations shall be deemed in effect until amended by the Board of Directors,

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and shall apply to and be binding upon all Unit Owners. The Unit Owners shall obey said rules and regulations and shall use their best efforts to see that they are faithfully observed by their families, guests, invitees, servants, lessees and persons over whom they exercise control or supervision. In order to change, amend or vary old or present rules and regulations and/or adopt new rules and regulations, the same shall be duly passed by at least a 51% majority vote or consent of the Board of Directors; however, no vote of the membership is required. A change, amendment or adoption of a rule and regulation does not require an amendment to the Declaration of Condominium or of the Bylaws. The rules and regulations, in full force and effect as of the date of this Declaration are attached hereto as Exhibit "F" and made a part hereof as though set out in full.

23. Maintenance Contracts

If there shall become available to the Association a program of contract maintenance for all appliances and/or all air-conditioning compressors serving individual Condominium Units which the Association determines is for the benefit of the Condominium Unit Owners to consider, then, upon resolution of the Unit Owners by a majority of those voting at a special meeting of the Association at which a quorum is present, or by a majority of their whole number in writing, the Association may enter into such contractual undertakings. The expenses of such contractual undertakings to the Association shall be a Common Expense. If, on the other hand, the Association determines that the program may be undertaken by the Association for the benefit of Condominium Unit Owners who elect to be included in the program, then the Association may undertake the program without consent of the membership being required as aforesaid, and the costs of such contractual undertakings shall be borne exclusively by the Unit Owners electing to be included in the program, and shall not be a Common Expense of the Association, but the Association may arrange for the collection of the contract costs from the individual Owners electing to be included therein, may execute the contractual undertaking involved upon such terms and conditions as the Association deems proper and require from the Unit Owners electing in such written undertakings, as the Association shall deem proper, to evidence the said Unit Owners' obligations to the Association for their proportionate share of the costs of such program.

24. Management Agreement

The Board of Directors of the Association may enter into a contract with any firm, person or corporation in contracting for the management, maintenance and repair of the Condominium Property. However, the Association shall retain at all times the powers and duties to be exercised by or under the authority of the Board of Directors.

25. Termination of Condominium

The Condominium may be terminated in the following manner:

A. Destruction -- If it is determined in the manner provided in Paragraph 20 that the Condominium Property shall not be reconstructed, the Condominium will be terminated.

B. Agreement -- As provided in Section 718.117 of the Act, the Condominium may be terminated at any time by the approval in writing of all Unit Owners and all holders of recorded liens affecting any of the Condominium Parcels.

If the proposed termination is submitted to a meeting of the Association, and if the approval of 75% of the Owners and their mortgagees is obtained, in writing, not later than sixty (60) days

from the date of such meeting, then the approving Unit Owners (through the Association) shall have an option to buy all of the Units of the disapproving Unit Owners for the period of 120 days from the date of such meeting. The vote of those Unit Owners approving the termination shall be irrevocable until the expiration of the option. Any Unit Owner voting against the termination, or not voting, may within fifteen (15) days from the date the vote was taken, change or cast his vote in favor of termination by delivering written notification thereof to the Secretary of the Association. The option shall be upon the following terms:

1. Exercise of Option -- The option shall be exercised by delivery, or the mailing by registered mail, of an agreement to purchase, signed by the Association, to each of the Unit Owners. The agreement shall be subject to the purchase of all Units owned by Unit Owners not approving the termination.

2. Price -- The sales price for each Condominium Unit shall be the fair market value as determined between the Seller and the Association within thirty (30) days from the delivery of said agreement. In the absence of agreement on the price of any Condominium Unit, the price shall be determined by an appraiser appointed by the Chairman of the Local Board of Realtors. A judgment of specific performance of the sale, at the price determined by the appraiser, may be entered by any court of competent jurisdiction.

3. Payment -- The purchase price shall be paid in cash.

4. Form -- The contract shall be in the form of the Standard Deposit Receipt and Contract for Sale and Purchase then in use in Collier County, Florida.

5. The sale of all Condominium Units shall be closed simultaneously and within thirty (30) days following the determination of the sales price of the last Condominium Unit to be purchased.

C. Certificate -- The termination of the Condominium in either of the foregoing manners shall be evidenced by a certificate of the Association, executed by its President and Secretary, certifying the fact of the termination, which shall become effective upon the certificate being recorded in the Public Records of Collier County, Florida.

D. Shares of Owners After Termination -- After termination of the Condominium, the Unit Owners shall own the Condominium Property and all assets of the Association as tenants in common of undivided shares that shall be equal to the sum of the undivided shares in the Common Elements appurtenant to the Units prior to termination, so that the sum total of the ownership shall equal 100%. If the Condominium is terminated, the Owners of the Units shall continue to be responsible for their share of the Common Expenses attributable to the Condominium Property and all other Association expenses, as set forth in this Declaration and the Bylaws.

E. Amendment -- This Paragraph 25 concerning termination cannot be amended without the written consent of all Unit Owners, all record owners of mortgages upon the Condominium Units and the Developer (so long as it holds at least one Unit in the Condominium for sale in the ordinary course of business).

F. The Master Association. The Master Association shall be allowed to maintain all Common Areas and assess the Unit Owners for such maintenance in the event of termination of the Association.

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26. Assignability of Rights of Developer.

The rights and privileges reserved in this Declaration of Condominium and the Exhibits hereto in favor of the Developer are freely assignable, in whole or in part, by the Developer to any party who may be hereafter designated by the Developer to have and exercise such rights, and such rights may be exercised by the nominee, assignee or designee of the Developer and/or exercised by the successor or successors-in-interest of the Developer and/or the successor or successors-in-interest of the nominees, assignees or designees of the nominees, assignees or designees of the Developer.

27. Execution of Documents Required by Governmental Authorities.

The Developer's plan for the development of this Condominium may require, from time to time, the execution of certain documents required by governmental authorities (including the County of Collier and the State of Florida). To the extent that said documents require the joinder of any or all Unit Owners in this Condominium, each of said Owners, does irrevocably give and grant to the Developer, or any of its officers, individually, full power-of-attorney to execute said documents as his agent and in his place and stead.

28. Changes in Developer-Owned Units.

Developer shall have the right, without the vote or consent of the Association, subject to Florida Statute, Sections 718.113(3) and 718.403, to do the following modifications provided such modifications do not increase the maximum number of Units or materially increase a Unit Owner's maintenance obligation, except as provided herein:

A. Make alterations, additions or improvements in, to and upon Units owned by the Developer, whether structural or non-structural, interior or exterior, ordinary or extraordinary.

B. Change the layout or number of rooms in any Developer-owned Units.

C. Change the size and/or number of Developer-owned Units by subdividing one or more Developer-owned Units into two or more separate Units, combining separate Developer-owned Units (including those resulting from such subdivision or otherwise) into one or more Units, or otherwise.

D. Reapportion among Developer-owned Units affected by such change in size or number pursuant to the preceding clause, their appurtenant interests in the Common Elements and share of the Common Expenses; provided, however, that the percentage interest in the Common Elements of any Units (other than Developer-owned Units) shall not be changed by reason thereof unless the Owners of such Units shall consent thereto and, provided further, that Developer shall comply with all laws, ordinances and regulations of all governmental authorities having jurisdiction.

The provisions of this Paragraph may not be added to, amended or deleted without the prior written consent of the Developer so long as the Developer holds at least one Unit in the Condominium for sale in the ordinary course of business.

29. Animals and Pets

No animals, livestock, or poultry of any kind may be raised, bred, kept, or permitted on any Unit, with the exception of dogs, cats, or other usual and common household pets, but no more than one (1); provided, however, those pets which are permitted to roam

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free, or, in the sole discretion of the Association, endanger the health, make objectionable noise, or constitute a nuisance or inconvenience to the Owners of other Units or the Owner of any property located adjacent to the Properties may be removed by the Board. No pets shall be kept, bred, or maintained for any commercial purpose. Dogs which are household pets shall at all times whenever they are outside a Unit be confined on a leash.

30. Remedies

A. Relief -- Each Unit Owner and the Association shall be governed by and shall comply with the provisions of this Declaration as they may exist from time to time. A violation thereof shall entitle the appropriate party to the following relief: An action to recover sums due for damages, injunctive relief, foreclosure of lien or any combination thereof, or any other action available pursuant to the Act or law. Suit may be brought by Developer, the Association, the Master Association, the management firm, or, if appropriate, by one or more Unit Owners and the prevailing party shall be entitled to recover reasonable attorneys' fees. Each Unit Owner acknowledges that the failure to comply with any of the provisions of this Declaration shall or may constitute an injury to the Association or to other Unit Owners and that such injury may be irreparable.

B. Costs and Attorneys' Fees -- In any proceeding arising because of an alleged default, act, failure to act, or violation by the Unit Owner or the Association, including the enforcement of any lien granted pursuant to this Declaration or its Exhibits, the Association (if it is not a Defendant) or any management firm, whichever is appropriate, shall be entitled to recover the costs of the proceeding, including reasonable attorneys' fees. Further, in the event the proceedings are instituted by or against the Developer or any management firm or any affiliated company of the same or any individual connected with the same (including, but not limited to, the general and limited partners of the Developer or the initial directors of the Association) for any reason whatsoever, including, but not limited to, (i) actions for declaratory judgment, (ii) any claim that any of the above have not complied with their obligations under the Offering Circular, this Declaration and its Exhibits, or (iii) that any provision of the same is unconscionable, unfair (or the like) or violates any State or Federal Law or regulation, and if the Developer or any management firm and affiliated companies and individuals connected with the same are the prevailing party or parties then, and in that event, they shall be entitled to recover all costs of the proceedings. Said recoverable costs shall include, but are not limited to, reasonable attorneys' fees at all levels of the proceedings, including appeals, together with all costs, including those not normally allowable in actions at law such as, but not limited to, copies of depositions, whether or not used at trial; travel expenses for witnesses traveling from without Collier County for the purpose of testifying at trial or deposition; expert witnesses' fees for testifying at trial or deposition, together with such additional fees as the expert witness may charge the said party in connection with his preparation for giving such testimony; and witness subpoenas issued to insure the presence of witnesses at deposition or at trial whether or not the witness shall actually appear or be called upon to testify.

C. No Waiver -- The failure of the Association, the Master Association, any management firm, the Developer or Unit Owners to enforce any right, provision, covenant or condition created or granted by this Declaration, the Act, the Articles of Incorporation, the Bylaws and/or, the rules and regulations shall not constitute a waiver of the right of said party to enforce such right, provision, covenant or condition in the future.

D. Rights Cumulative -- All rights, remedies and privileges granted to Association, the Master Association, any management firm, the Developer and Unit Owners pursuant to the provisions of this Declaration shall be deemed to be cumulative and the exercise of any one or more shall not be deemed to constitute a election of remedies, nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies or privileges as may be available to such party at law or in equity. Each Unit Owner agrees in any proceeding brought pursuant to the provisions hereof not to plead or defend the same on the theory of "election of remedies."

E. Venue; Waiver of Trial by Jury -- Every Unit Owner or occupant and all persons claiming any interest in a Condominium Unit do hereby agree that in any suit or proceeding brought pursuant to the provisions of this Declaration, such suit shall be brought in the Circuit Court of the 20th Judicial Circuit, in and for Collier County, Florida or the United States District Court, Southern District of Florida, as the same is now constituted or any court in the future that may be the successor to the courts contemplated herein. All such parties, except the Developer and any management firm do hereby waive the right to trial by jury and consent to a trial by the court without a jury.

F. Appointment of Agent -- Should suit be instituted, the Unit Owners or occupants do hereby irrevocably appoint the Secretary of State of the State of Florida as their Agent for the acceptance of service of process should, at the time of such service of process, any such person not be residing in Collier County, Florida. The provisions of this subparagraph F shall not be applicable to the Developer or any management firm.

31. Ownership in Berkshire Lakes.

The Coach Houses of Berkshire Lakes, A Condominium comprises a portion of the residential development known as Berkshire Lakes. By taking title to a Condominium Unit, each Owner becomes subject to the terms and conditions of the Declaration of Covenants, Conditions, Restrictions and Easements for Berkshire Lakes, as recorded in the Public Records of Collier County, Florida. Among other things, the document provides that an Owner shall become a member of Berkshire Lakes Master Association, Inc.; shall acquire certain property rights to common areas within Berkshire Lakes; and shall become subject to the assessments of Berkshire Lakes Master Association, Inc. Copies of all amendments to this Declaration, the Articles of Incorporation and Bylaws of the Condominium Association, and any easements or conveyances affecting the common areas, shall be promptly forwarded to Berkshire Lakes Master Association, Inc. for approval prior to recordation.

32. Additional Provisions.

A. Should any dispute or litigation arise between any of the parties whose rights and/or duties are affected or determined by this Declaration or any of the Exhibits attached hereto, said dispute or litigation shall be determined pursuant to the laws of the State of Florida.

B. The Board of Directors of the Association must obtain the approval of seventy-five percent (75%) of the Unit Owners prior to instigating any legal action other than actions dealing with the collection of assessments or the protestation of taxes. Notwithstanding the amendment provisions of Paragraph 8 of the Declaration, this paragraph can not be amended without the approval of seventy-five percent (75%) of the Unit Owners.

C. In the event that any of the terms, provisions or covenants of this Declaration or any of the Exhibits attached

hereto are held to be partially or wholly invalid or unenforceable for any reason whatsoever, such holdings will not affect, alter, modify, or impair in any manner whatsoever any of the other terms, provisions or covenants hereof or the remaining portions of any terms, provisions or covenants held to be partially invalid or unenforceable herein.

D. Notwithstanding anything to the contrary herein contained, unless Institutional Mortgagees have given their prior written approval, the Association shall not be entitled to: (1) change the prorata interest or obligations of any Unit for purposes of levying assessments and charges and determining shares of Common Elements and Common Surplus of the Condominium; (2) partition or subdivide any Unit or the Common Elements of the Condominium; nor (3) by act or omission seek to abandon the Condominium regime, except as may be provided by statute in case of substantial loss to the Units and Common Elements of the Condominium.

E. Upon written request to the Association, an Institutional Mortgagee is entitled to timely written notice of:

1. Any condemnation or casualty loss that affects a material portion of the Condominium Property or of the Unit encumbered by its mortgage;

2. Any 60-day delinquency in the payment of assessments or charges owned by the Unit Owner of any Unit on which it holds a Mortgage;

3. A lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association; and

4. Any proposed action that requires the consent of a specified percentage of Institutional Mortgagees.

F. Notwithstanding anything to the contrary herein, nothing shall prevent the combining of Units in the Condominium, by appropriate amendment to the Declaration, but said combined Units shall retain their original appurtenant shares of the Common Elements, Common Expenses, Common Surplus and voting rights.

G. Whenever the context so permits, the use of the plural shall include the singular, and any gender shall be deemed to include all genders.

H. Captions used in these documents are inserted solely as a matter of convenience and shall not be relied upon or used in construing the effect or meaning of any of the text of the documents.

I. Upon written request, Institutional Mortgagees shall have the right to examine the books and records of the Association.

J. As long as the Developer holds at least one (1) Unit for sale in the ordinary course of business, neither the Association nor the Unit Owners shall interfere with the sale of Units by the Developer. The Developer (or its duly authorized agents or assigns) may make such use of the unsold Units and the Common Elements as may facilitate such sales including, but not limited to, the maintenance of sales offices for the showing of the Units and display of signs, billboards, placards and visual promotional materials. The Developer may use unsold Units as sales offices and/or model Units and the Developer shall have the right to use unassigned parking spaces for prospective purchasers and such other parties as the Developer may determine. Any sales offices and/or model Units and all personal property, furnishings

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and signs contained therein shall not be considered Common Elements, but shall remain the property of the Developer.

K. In the event of a conflict between the provisions of this Declaration and the Declaration of Covenants, Conditions, Restrictions and Easements for Berkshire Lakes, the latter shall be superior and shall prevail.

IN WITNESS WHEREOF, the Developer has caused these presents to be signed in its name this 3rd day of February, 1989.

Signed, sealed and delivered in the presence of:

Shannon D. Ventry

Karen S. Seymour

DEVELOPER:

BENNINGTON GROUP, INC., a Florida corporation

By: Edward E. Kirk
Edward E. Kirk, President

(Corporate Seal)

BENNINGTON GROUP, INC. CORPORATE SEAL 1988 FLORIDA

STATE OF FLORIDA)
SS:
COUNTY OF PALM BEACH)

The foregoing instrument was acknowledged before me this 3rd day of February, 1989 by Edward E. Kirk, as President of Bennington Group, Inc., a Florida corporation.

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Karen S. Seymour
Notary Public,
State of Florida at Large
My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. SEPT.23,1992
BONDED THRU GENERAL INS. UND.

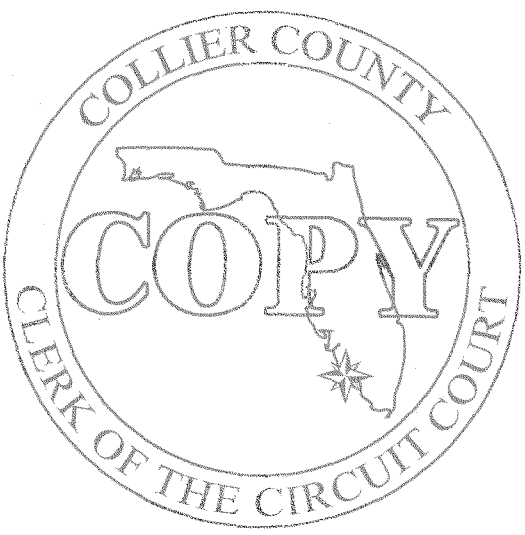
KAREN S. SEYMOUR NOTARY PUBLIC STATE OF FLORIDA

EXHIBIT "A" TO THE

DECLARATION OF CONDOMINIUM OF

THE COACH HOMES OF BERKSHIRE LAKES, A CONDOMINIUM

LEGAL DESCRIPTION OF PHASE 1



WILSON • MILLER • BARTON • SOLL & PEEK, INC.
ENGINEERS PLANNERS SURVEYORS
1383 AIRPORT-PULLING ROAD NORTH, NAPLES, FLORIDA 33942-9986 (613) 643-4545

Description of Condominium Phase 1 of part of
Tract A-1 and A-2 of Berkshire Lakes Unit 1
(P.B. 14, pages 118-120)
Collier County, Florida

All that part of Tracts A-1 and A-2 of Berkshire Lakes Unit 1 (P.B. 14, pages 118-120) Collier County, Florida being more particularly described s follows;
Commencing at the northeast corner of said Tract A-1;
thence southeasterly 28.78 feet along the arc of a circular curve concave to the southwest, having a radius of 1994.28 feet through a central angle of 00°-49'-36" and being subtended by a chord which bears South 26°-29'-09" East 28.78 feet to the POINT OF BEGINNING of the parcel herein described;

thence southeasterly 97.08 feet along the arc of a circular curve concave to the southwest having a radius of 1994.28 feet through a central angle of 02°-47'-21" and being subtended by a chord which bears South 24°-40'-40" East 97.07 feet;
thence South 23°-17'-00" East 16.80 feet;
thence South 60°-10'-00" West 139.28 feet to a point on a curve;
thence northwesterly and westerly 111.55 feet along the arc of a circular curve concave southwesterly having a radius of 71.50 feet through a central angle of 89°-23'-11" and being subtended by a chord which bears North 66°-59'-40" West 100.57 feet
thence South 68°-12'-26" West 2.25 feet;
thence North 20°-36'-00" West 34.58 feet;
thence northwesterly 37.98 feet along the arc of a circular curve concave to the southwest having a radius of 97.00 feet, through a central angle of 22°-26'-00" and being subtended by a chord which bears North 31°-49'-00" West 37.74 feet;
thence North 43°-02'-00" West 8.29 feet;
thence North 60°-00'-00" East 120.00 feet;
thence South 60°-00'-00" East 55.00 feet;
thence North 60°-00'-00" East 62.91 feet to the Point of Beginning of the parcel herein described;

subject to easements and restrictions of record;
containing 0.59 acres of land more or less;
bearings are based on P.B. 14, pages 119 through 120.

WILSON, MILLER, BARTON, SOLL & PEEK, INC.
Reg. Engineers and Land Surveyors

BY [signature] DATE Oct. 12, 1988
Michael C. LaMure, P.L.S. #4247

MICHAEL C. LAMURE CERTIFICATE NO. 4247 STATE OF FLORIDA REGISTERED LAND SURVEYOR

Not valid unless embossed with the Professional's seal.

W.O. 6698.2
Ref: 4C-597 (ML:kjd phase 1 tract a-1 a-2)
Date: October 11, 1988

OR BOOK 001424 PAGE 000191

RAYMOND W. MILLER, P.E. WILLIAM L. BARTON, P.E. THOMAS R. PEEK, P.E., P.L.S. WILBUR M. CHRISTIANSEN, P.L.S. CLIFFORD H. SCHNEIDER, P.E.
BENJAMIN C. PRATT, P.E., P.L.S. CARL H. SOLL, P.L.S. FERMIN A. DIAZ, P.E. JOHN E. BOUTWELL, P.L.S. GARY L. DANCA, C.P.A. ALAN D. REYNOLDS, A.I.C.P.
Fort Myers, Florida (813) 337-4611

WILSON • MILLER • BARTON • SOLL & PEEK, INC.
ENGINEERS PLANNERS SURVEYORS
1383 AIRPORT-PULLING ROAD NORTH, NAPLES, FLORIDA 33942-9986 (813) 643-4545

Description of an Ingress and Egress
and Utility Easement in part of
Tracts A-1 and A-2, Berkshire Lakes Unit #1
(P.B. 14, pages 118 through 120)
Collier County, Florida
(For the Bennington Group, Inc.)
for Condominium Phases 1 through 12

All that part of Tracts A-1 and A-2, Berkshire Lakes Unit #1 (P.B. 14, page 118 through 120) Collier County, Florida, being more particularly described as follows:
Commencing at the northeast corner of said Tract A-1;
thence northwesterly 100.20 feet along the arc of a circular curve concave to the southwest having a radius of 1994.28 feet through a central angle of 02°-52'-43" and being subtended by a chord which bears North 28°-20'-18" West 100.18 feet to a point on a curve and the POINT OF BEGINNING of the easement herein described;
thence southwesterly 10.76 feet along the arc of a circular curve concave southerly having a radius of 36.00 feet through a central angle of 17°-07'-50" and being subtended by a chord which bears South 68°-16'-55" West 10.72 feet;
thence along a non-tangential line South 59°-43'-00" West 102.14 feet;
thence Westerly 76.08 feet along the arc of a circular curve concave northerly having a radius of 122.00 feet through a central angle of 35°-43'-50" and being subtended by a chord which bears South 77°-34'-55" West 74.85 feet to a point of reverse curvature;
thence westerly 6.21 feet along the arc of a circular curve concave southerly having a radius of 26.00 feet through a central angle of 13°-40'-45" and being subtended by a chord which bears South 88°-36'-27" West 6.19 feet;
thence along a non-tangential line South 06°-44'-00" West 64.44 feet;
thence South 43°-02'-00" East 65.98 feet;
thence Southeasterly 37.98 feet along the arc of a circular curve concave southwesterly having a radius of 97.00 feet through a central angle of 22°-26'-00" and being subtended by a chord which bears South 31°-49'-00" East 37.74 feet;
thence South 20°-36'-00" East 34.58 feet;
thence North 68°-15'-26" East 2.25 feet;
thence easterly and southerly 218.06 feet along the arc of a circular curve concave westerly having a radius of 71.50 feet through a central angle of 174°-44'-22" and being subtended by a chord which bears South 24°-19'-04" East 142.85 feet;
thence South 60°-45'-00" West 2.52 feet;
thence South 29°-15'-00" East 103.56 feet;
thence South 25°-47'-50" East 12.63 feet;
thence North 60°-45'-00" East 14.26 feet;
thence easterly 82.28 feet along the arc of a circular curve concave southerly having a radius of 49.13 feet through a central angle of 95°-58'-00" and being subtended by a chord which bears South 71°-16'-00" East 73.00 feet to a point of compound curvature;

(continued on page 2)

OR BOOK 00142 PAGE 00192

RAYMOND W. MILLER, P.E. WILLIAM L. BARTON, P.E. THOMAS R. PEEK, P.E., P.L.S. WILBUR M. CHRISTIANSEN, P.L.S. CLIFFORD H. SCHNEIDER, P.E.
BENJAMIN C. PRATT, P.E., P.L.S. CARL H. SOLL, P.L.S. FERMIN A. DIAZ, P.E. JOHN E. BOUTWELL, P.L.S. GARY L. OANCA, C.P.A. ALAN D. REYNOLDS, A.I.C.P.
Fort Myers, Florida (813) 337-4611

WILSON • MILLER • BARTON • SOLL & PEEK, INC.

Description of an Ingress and Egress
and Utility Easement in part of
Tracts A-1 and A-2, Berkshire Lakes Unit #1
(P.B. 14, pages 118 through 120)
Collier County, Florida
(For the Bennington Group, Inc.)
(continued from page 1)

thence southerly 112.42 feet along the arc of a circular curve concave northwesterly having a radius of 92.23 feet through a central angle of 69°-50'-00" and being subtended by a chord which bears South 11°-38'-00" West 105.59 feet to a point of compound curvature;
thence westerly 39.28 feet along the arc of a circular curve concave northerly having a radius of 37.00 feet through a central angle of 60°-49'-20" and being subtended by a chord which bears South 76°-57'-40" West 37.46 feet;
thence along a non-tangential line South 36°-54'-00" West 73.64 feet;
thence South 53°-48'-10" East 98.16 feet;
thence North 73°-05'-14" East 80.68 feet;
thence South 29°-44'-16" East 11.03 feet to a point on a curve;
thence southwesterly 18.85 feet along the arc of a circular curve concave southerly having a radius of 600.00 feet through a central angle of 01°-48'-01" and being subtended by a chord which bears South 60°-04'-42" West 18.85 feet;
thence along a non-tangential line South 73°-05'-14" West 72.26 feet;
thence North 53°-48'-10" West 105.84 feet;
thence South 36°-54'-00" West 23.42 feet;
thence southwesterly 35.42 feet along the arc of a circular curve concave northwesterly having a radius of 65.47 feet through a central angle of 31°-00'-00" and being subtended by a chord which bears South 52°-24'-00" West 34.99 feet to a point of reverse curvature;
thence southwesterly 35.49 feet along the arc of a circular curve concave southeasterly having a radius of 58.05 feet through a central angle of 35°-02'-00" and being subtended by a chord which bears South 50°-23'-00" West 34.94 feet;
thence South 32°-52'-00" West 79.60 feet;
thence South 51°-17'-00" East 73.58 feet;
thence North 33°-43'-00" East 50.00 feet;
thence South 51°-17'-00" East 6.09 feet to a point on a curve;
thence southwesterly 10.00 feet along the arc of a circular curve concave southeasterly having a radius of 600.00 feet through a central angle of 00°-57'-18" and being subtended by a chord which bears South 38°-43'-00" West 10.00 feet;
thence along a non-tangential line North 51°-17'-00" West 1.95 feet;
thence South 83°-43'-00" West 50.00 feet;
thence North 51°-17'-00" West 94.25 feet to a point on a curve;

(continued on page 3)

WILSON • MILLER • BARTON • SOLL & PEEK, INC.

Description of an Ingress and Egress
and Utility Easement in part of
Tracts A-1 and A-2, Berkshire Lakes Unit #1
(P.B. 14, pages 118 through 120)
Collier County, Florida
(For the Bennington Group, Inc.)
(continued from page 2)

thence northerly and northeasterly 96.34 feet along the arc of a circular curve concave easterly having a radius of 39.00 feet through a central angle of 141°-32'-02" and being subtended by a chord which bears North 37°-54'-01" West 73.65 feet;
thence North 32°-52'-00" East 34.00 feet;
thence northeasterly 30.56 feet along the arc of a circular curve concave southeasterly having a radius of 39.00 feet through a central angle of 44°-54'-00" and being subtended by a chord which bears North 55°-19'-00" East 29.79 feet;
thence North 77°-46'-00" East 74.66 feet;
thence northeasterly 20.31 feet along the arc of a circular curve concave northwesterly having a radius of 28.47 feet through a central angle of 40°-52'-00" and being subtended by a chord which bears North 57°-20'-00" East 19.88 feet;
thence North 36°-54'-00" East 104.04 feet;
thence northerly 55.42 feet along the arc of a circular curve concave westerly having a radius of 48.00 feet through a central angle of 66°-09'-00" and being subtended by a chord which bears North 03°-49'-30" East 52.39 feet;
thence North 29°-15'-00" West 198.98 feet;
thence westerly 25.21 feet along the arc of a circular curve concave southerly having a radius of 16.00 feet through a central angle of 90°-17'-00" and being subtended by a chord which bears North 74°-23'-30" West 22.68 feet;
thence South 60°-28'-00" West 60.31 feet;
thence southwesterly 13.45 feet along the arc of a circular curve concave southeasterly having a radius of 16.00 feet through a central angle of 48°-10'-00" and being subtended by a chord which bears South 36°-23'-00" West 13.06 feet;
thence South 12°-18'-00" West 95.04 feet;
thence southwesterly and westerly 68.48 feet along the arc of a circular curve concave northwesterly having a radius of 39.00 feet through a central angle of 100°-36'-00" and being subtended by a chord which bears South 62°-36'-00" West 60.01 feet;
thence North 67°-06'-00" West 29.32 feet;
thence northwesterly 26.91 feet along the arc of a circular curve concave northeasterly having a radius of 39.00 feet through a central angle of 39°-31'-50" and being subtended by a chord which bears North 47°-20'-05" West 26.38 feet;
thence along a non-tangential line South 62°-25'-50" West 9.00 feet to a point on a curve;
thence northerly 50.21 feet along the arc of a circular curve concave easterly having a radius of 48.00 feet through a central angle of 59°-56'-10" and being subtended by a chord which bears North 02°-23'-55" East 47.95 feet;

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OR BOOK

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WILSON • MILLER • BARTON • SOLL & PEEK, INC.

Description of an Ingress and Egress
and Utility Easement in part of
Tracts A-1 and A-2, Berkshire Lakes Unit #1
(P.B. 14, pages 118 through 120)
Collier County, Florida
(For the Bennington Group, Inc.)
(continued from page 3)

thence North 32°-22'-00" East 25.03 feet;
thence northeasterly 40.62 feet along the arc of a circular curve concave southeasterly having a radius of 32.82 feet through a central angle of 23°-06'-00" and being subtended by a chord which bears North 46°-25'-00" East 40.21 feet;
thence North 58°-36'-20" East 164.57 feet;
thence North 20°-36'-00" West 93.91 feet;
thence northwesterly 21.93 feet along the arc of a circular curve concave southwesterly having a radius of 56.00 feet through a central angle of 22°-26'-00" and being subtended by a chord which bears North 31°-49'-00" West 21.79 feet;
thence North 43°-02'-00" West 58.99 feet;
thence northwesterly 99.88 feet along the arc of a circular curve concave southeasterly having a radius of 88.09 feet through a central angle of 64°-58'-00" and being subtended by a chord which bears North 10°-33'-00" West 94.61 feet to a point of reverse curvature;
thence northwesterly 33.36 feet along the arc of a circular curve concave southwesterly having a radius of 26.00 feet through a central angle of 73°-30'-50" and being subtended by a chord which bears North 14°-49'-25" West 31.12 feet;
thence along a non-tangential line North 38°-25'-10" East 42.00 feet to a point on a curve;
thence southeasterly 95.93 feet along the arc of a non-tangential circular curve concave northerly having a radius of 80.00 feet through a central angle of 68°-42'-10" and being subtended by a chord which bears South 85°-55'-55" East 90.28 feet;
thence North 59°-43'-00" East 112.66 feet to a point on a curve;
thence southeasterly 43.60 feet along the arc of a non-tangential circular curve concave southwesterly having a radius of 1994.28 feet through a central angle of 01°-15'-09" and being subtended by a chord which bears South 30°-24'-15" East 43.60 feet to the Point of Beginning of the easement herein described;

subject to easements and restrictions of record;
containing 2.03 acres of land more or less;
bearings are based on P.B. 14, pages 118 through 120, Collier County, Florida.

WILSON, MILLER, BARTON, SOLL & PEEK, INC.
Reg. Engineers and Land Surveyors

BY Michael C. LaMure DATE Oct. 12, 1988
Michael C. LaMure, P.L.S. #4247

Not valid unless embossed with the Professional's seal.

W.O. 6698.2 Ref: 4C-597 (ML:kjd ing-egr tracts a-1 a-2)
Date: October 10, 1988

SDV/llc
01/24/89
101-5059-4

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OR BOOK

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EXHIBIT "B" TO THE

DECLARATION OF CONDOMINIUM OF

THE COACH HOMES OF BERKSHIRE LAKES, A CONDOMINIUM

PLOT PLAN, SURVEY AND GRAPHIC

DESCRIPTION OF PHASE 1

COLLIER COUNTY
COPY
CLERK OF THE CIRCUIT COURT

WILSON • MILLER • BARTON • SOLL & PEEK, INC.
ENGINEERS PLANNERS SURVEYORS
1383 AIRPORT-PULLING ROAD NORTH, NAPLES, FLORIDA 33942-9986 (813) 643-4545

OR BOOK 001424 PAGE 001197

SURVEYORS CERTIFICATE

As to Phase One, of Coach Homes of Berkshire Lakes a Condominium, part of Tracts A-1, A-2 and A-3, Berkshire Lakes Unit One, P.B. 14, pages 118 through 120, Collier County, Florida;

I, MICHAEL C. LAMURE, of Naples, Florida, County of Collier and State of Florida, hereby certify as follows;

1. That I am a Professional Land Surveyor authorized to practice in the State of Florida;

2. That this Certificate is made as to Phase One, of Coach Homes of Berkshire Lakes a Condominium, part of Tracts A-1, A-2 and A-3, Berkshire Lakes Unit One, P.B. 14, pages 118 through 120, Collier County, Florida, and in compliance with Section 718.104(e) Florida Statues;

3. That the applicable sheets of WMBS&P Drawing #4C-597 and sheet 1-A 3C-457, as revised March 9, 1989, together with the provisions of the declaration relating to matters of survey, constitute a correct representation of the improvements of said Building as they now exist and there can be determined from them the identification, location, dimensions and size of the common elements and of said Building;

4. That all planned improvements, including landscaping, utility services and access to said Building have been substantially completed.

WILSON, MILLER, BARTON, SOLL & PEEK, INC.
Reg. Engineers and Land Surveyors

BY: Michael C. LaMure DATE: Mar. 9, 1989
Michael C. LaMure, P.L.S. #4247

Not valid unless embossed with the Professional's seal.

STATE OF FLORIDA
COUNTY OF COLLIER

Before me personally appeared MICHAEL C. LAMURE, to me well known and known to me to be the person described in and who executed the foregoing instrument, and acknowledged before me that he executed said instrument for the purpose therein expressed.

My commission expires:

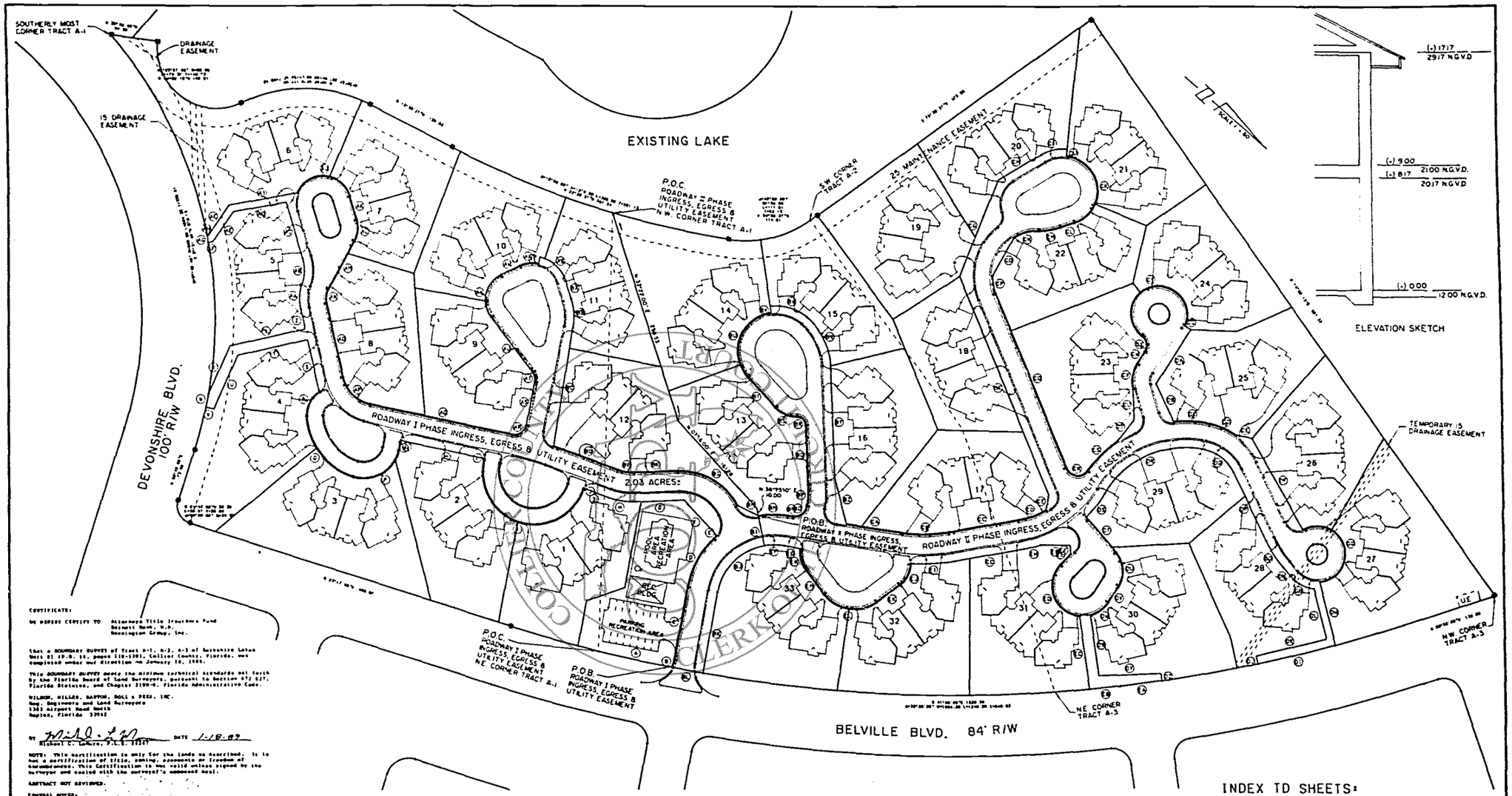
NOTARY PUBLIC, STATE OF FLORIDA.
MY COMMISSION EXPIRES: AUG. 15, 1991.
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

Notary Public

cert 3-9-89

COLLIER COUNTY CLERK OF THE CIRCUIT COURT COPY

RAYMOND W. MILLER, P.E. • WILLIAM L. BARTON, P.E. • THOMAS R. PEEK, P.E., P.L.S. • WILBUR M. CHRISTIANSEN, P.L.S. • CLIFFORD H. SCHNEIDER, P.E.
BENJAMIN C. PRATT, P.E., P.L.S. • CARL H. SOLL, P.L.S. • FERMIN A. DIAZ, P.E. • JOHN E. BOUTWELL, P.L.S. • GARY L. DANCA, C.P.A. • ALAN D. REYNOLDS, A.I.C.P.
Fort Myers, Florida (813) 337-4611



CERTIFICATE:

WE HEREBY CERTIFY TO Attorneys Title Insurance Fund
Barnett Bank, N.A.
Bennington Group, Inc.

that a BOUNDARY SURVEY of Tract A-1, A-2, A-3 of Berkshire Lakes Unit 01 (P.B. 14, pages 118-120), Collier County, Florida, was completed under our direction on January 18, 1988.

This BOUNDARY SURVEY meets the minimum technical standards set forth by the Florida Board of Land Surveyors, pursuant to Section 472.027, Florida Statutes, and Chapter 21HH-6, Florida Administrative Code.

WILSON, MILLER, BARTON, SOLL & PEEK, INC.
Eng. Engineers and Land Surveyors
1363 Airport Road North
Naples, Florida 33942

BY [signature] DATE 1-18-89
Michael C. LaMure, P.L.S. 3327

NOTE: This certification is only for the lands as described. It is not a certification of title, zoning, easements or freedom of encumbrances. This Certification is not valid unless signed by the surveyor and sealed with the surveyor's embossed seal.

ABSTRACT NOT REVIEWED.

GENERAL NOTES:

1. Dimensions are in feet and decimals thereof.
2. Bearings are based on P.B. 14, pages 118-120.
3. Dimensions on curves are L = Arc, CD = Chord Distance, Δ = Delta, R = Radius, CB = Chord Bearing.
4. Elevations are based on National Geodetic Vertical Datum.
5. ■ = Set concrete monument.
6. ● = Set iron pin.

GENERAL NOTES:
1) ALL IMPROVEMENTS SHOWN HEREON ARE PROPOSED AS OF SEPT. 1988.
2) SEE ATTACHMENTS FOR LEGAL DESCRIPTIONS OF THE CONDOMINIUM PARCELS, RECREATIONAL PARCEL AND INGRESS AND EGRESS EASEMENT.
3) (L.C.E.) = LIMITED COMMON AREA (C.E.) = COMMON ELEMENT.
4) DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.
5) ALL CURVES ARE CIRCULAR CURVES AND ALL DIMENSIONS ON CURVES ARE ARC LENGTHS UNLESS NOTED OTHERWISE. "L"= ARC. "CD"= CHORD.
6) U.E. = UTILITY EASEMENT.
7) P.O.C. = POINT OF COMMENCEMENT
8) P.O.B. = POINT OF BEGINNING

THE COACH HOMES OF BERKSHIRE LAKES, A CONDOMINIUM
SURVEY & SKETCH TO FOLLOW DESCRIPTIONS

TRACTS A-1, A-2, & A-3
"BERKSHIRE LAKES UNIT ONE", P.B. 14, pages 118 thru 120
COLLIER COUNTY, FLORIDA

EXHIBIT "B" SHEET 1 OF 9

WILSON, MILLER, BARTON, SOLL, & PEEK, INC.
ENGINEERS, PLANNERS, & LAND SURVEYORS NAPLES, FLORIDA

INDEX TO SHEETS:
EXHIBIT "B"

1) SURVEY & SKETCH TO FOLLOW DESCRIPTIONS
2) DATA SHEET
3) PLOT PLAN AND SURVEY (3C-457) SHEET 1-A
4) UNIT LOCATION PLAN
5) UNIT LOCATION PLAN
6) TYPICAL FLOOR PLAN
7) TYPICAL FLOOR PLAN
8) TYPICAL FLOOR PLAN
9) TYPICAL FLOOR PLAN

FOR: BENNINGTON GROUP INC.
DATE: OCT. 1988
SCALE: AS SHOWN
DRAWN BY: M.C.L.
CHECKED: M.C.L.
W.O.#: 6898.2
FILE # 4C-597 SHEET 1 OF 9

DATA

	DELTA/BEARING	RADIUS	LEN./DIST.	TANGENT	CHORD BEARING	CHORD DIST.
(A)	02°52'43"	1994.28	100.20	50.11	N 26°20'18"W	100.18
(B)	17°07'50"	36.00	10.76	5.42	S 68°16'55"W	10.72
(C)	N 59°43'00"E		102.14			
(D)	35°43'50"	122.00	76.08	39.32	S 77°34'55"W	74.85
(E)	13°40'45"	26.00	6.21	3.12	S 88°36'27"W	6.19
(F)	N 04°44'00"E		64.44			
(G)	N 43°02'00"W		65.98			
(H)	22°26'00"	97.00	37.98	19.24	S 31°49'00"E	37.74
(I)	N 20°36'00"W		34.58			
(J)	N 68°15'26"E		2.25			
(K)	174°44'22"	71.50	218.06	1336.40	S 24°19'04"E	142.85
(L)	N 60°45'00"E		2.52			
(M)	N 29°15'00"W		103.56			
(N)	N 25°47'50"W		12.63			
(O)	N 60°45'00"E		14.26			
(P)	95°58'00"	49.13	82.28	54.53	S 71°16'00"E	73.00
(Q)	69°50'00"	92.23	112.42	64.38	S 11°38'00"W	105.59
(R)	60°49'20"	37.00	39.28	21.72	S 76°57'40"W	37.46
(S)	N 36°54'00"E		73.64			
(T)	N 53°48'10"W		98.16			
(U)	N 73°05'14"E		80.68			
(V)	N 29°44'16"W		11.03			
(W)	01°48'01"	600.00	18.85	9.43	S 60°04'42"W	18.85
(X)	N 73°05'14"E		72.26			
(Y)	N 53°48'10"W		105.84			
(Z)	N 36°54'00"E		28.42			
(AA)	31°00'00"	65.47	35.42	18.16	S 52°24'00"W	34.99
(BB)	35°02'00"	58.05	35.49	18.32	S 50°23'00"W	34.94
(CC)	N 32°52'00"E		76.60			
(DD)	N 51°17'00"W		73.58			
(EE)	N 83°43'00"E		50.00			
(FF)	N 51°17'00"W		6.09			
(GG)	0°57'18"	600.00	10.00	5.00	S 38°43'00"W	10.00
(HH)	N 51°17'00"W		1.95			
(II)	N 51°17'00"W		94.25			
(JJ)	141°32'02"	39.00	96.34	111.79	N 37°54'01"W	73.65
(KK)	N 32°52'00"E		34.00			
(LL)	44°54'00"	39.00	30.56	16.11	N 55°19'00"E	29.79
(MM)	N 77°46'00"E		74.66			
(NN)	40°52'00"	28.47	20.31	10.61	N 57°20'00"E	19.88
(OO)	N 36°54'00"E		104.04			
(PP)	68°09'00"	48.00	55.42	31.26	N 03°49'30"E	52.39
(QQ)	N 29°15'00"W		199.98			
(RR)	90°37'00"	16.00	25.29	16.08	N 74°23'30"W	22.68
(SS)	N 60°28'00"E		60.31			
(TT)	48°10'00"	16.00	13.45	7.15	S 36°23'00"W	13.06
(UU)	N 12°18'00"E		95.04			
(VV)	100°36'00"	39.00	68.48	46.98	S 62°36'00"W	60.01
(WW)	N 67°06'00"W		29.32			
(XX)	39°31'50"	39.00	26.91	14.01	N 47°20'05"W	26.38

DATA

	DELTA/BEARING	RADIUS	LEN./DIST.	TANGENT	CHORD BEARING	CHORD DIST.
(YY)	N 62°25'50"E		9.00			
(ZZ)	59°36'10"	48.00	50.21	27.68	N 02°23'55"E	47.95
(AB)	N 32°22'00"E		25.03			
(BB)	29°06'00"	82.82	40.62	20.73	N 46°25'00"E	40.21
(CB)	N 58°36'20"E		164.57			
(DB)	N 20°36'00"W		93.91			
(EB)	22°26'00"	56.00	21.93	11.11	N 31°49'00"W	21.79
(FB)	N 43°02'00"W		58.99			
(GB)	64°58'00"	88.09	99.88	56.08	N 10°33'00"W	94.61
(HB)	N 14°49'25"W		31.12			
(IB)	N 38°25'10"E		42.00			
(JB)	68°42'10"	80.00	95.93	54.68	S 85°55'55"E	90.28
(KB)	N 59°43'00"E		112.66			
(LB)	01°15'09"	1994.28	43.60	21.80	S 30°24'15"E	43.60
(MB)	19°04'50"	122.00	40.63	20.50	N 42°02'25"W	40.44
(NB)	N 32°30'00"W		7.00			
(OB)	90°00'00"	16.00	25.13	16.00	N 77°30'00"W	22.63
(PB)	10°06'00"	167.08	29.45	14.76	S 52°27'00"W	29.41
(QB)	N 47°24'00"E		82.25			
(RB)	90°00'00"	11.00	17.28	11.00	S 02°24'00"W	15.56
(SB)	49°52'00"	39.00	33.94	18.13	S 17°40'00"E	32.88
(TB)	N 07°16'00"E		55.80			
(UB)	124°02'17"	54.00	116.90	101.64	S 69°17'08"W	95.38
(VB)	N 41°33'00"E		9.00			
(WB)	49°41'37"	63.00	54.64	29.14	N 23°48'48"W	52.94
(XB)	46°22'00"	93.64	75.78	40.40	N 24°13'00"E	73.73
(YB)	N 47°24'00"E		154.85			
(ZB)	N 34°48'35"E		64.19			
(AC)	N 32°30'00"W		77.24			
(BC)	18°24'00"	198.00	63.59	32.07	N 41°42'00"W	63.31
(CC)	N 50°54'00"W		95.98			
(DC)	19°29'30"	120.35	40.94	20.67	N 60°38'45"W	40.75
(EC)	N 51°38'00"E		20.96			
(FC)	N 27°38'00"E		322.90			
(GC)	N 71°08'00"E		142.98			
(HC)	N 71°46'00"W		68.26			
(IC)	37°05'33"	57.00	36.90	19.12	N 53°13'13"W	36.26
(JC)	N 55°19'33"E		9.00			
(KC)	154°56'27"	48.00	129.80	215.99	N 42°47'47"E	93.71
(LC)	N 39°44'00"W		20.00			
(MC)	19°16'00"	93.40	31.41	15.85	S 50°06'00"E	31.26
(NC)	32°42'13"	62.50	35.67	18.34	S 56°49'07"E	35.19
(OC)	N 78°46'06"E		58.80			
(PC)	23°04'20"	62.50	25.17	12.76	N 39°10'10"E	25.00
(QC)	N 37°38'00"E		257.04			
(RC)	122°43'38"	16.00	34.27	29.31	N 33°43'59"W	28.09
(SC)	20°02'52"	166.00	58.08	29.34	N 85°04'32"W	57.79
(TC)	N 88°03'40"E		37.17			
(UC)	N 48°02'52"E		42.90			
(VC)	47°51'00"	44.00	36.75	19.52	S 58°00'30"W	35.69

DATA

	DELTA/BEARING	RADIUS	LEN./DIST.	TANGENT	CHORD BEARING	CHORD DIST.
(WC)	N 81°56'00"E		19.93			
(XC)	84°47'03"	16.00	23.68	14.61	S 39°32'29"W	21.57
(YC)	257°25'06"	39.00	175.22	48.66	N 54°08'30"W	60.87
(ZC)	N 08°04'00"W		9.32			
(AD)	N 81°56'00"E		89.27			
(BD)	N 24°41'50"E		56.12			
(CD)	17°25'44"	166.00	50.50	25.44	N 37°42'52"W	50.30
(DD)	24°43'28"	93.00	40.13	20.38	N 16°38'16"W	39.82
(ED)	N 30°24'36"W		21.25			
(FD)	N 20°13'58"E		143.13			
(GD)	205°06'48"	39.00	139.62	175.10	N 31°19'13"E	76.13
(HD)	N 35°28'52"E		88.77			
(ID)	03°09'54"	1994.28	110.16	55.10	S 54°31'00"E	110.15
(JD)	N 36°55'20"E		10.87			
(KD)	N 54°31'08"W		99.88			
(LD)	N 35°28'52"E		71.12			
(MD)	44°18'02"	48.00	37.11	19.54	S 13°17'01"E	36.20
(ND)	N 08°52'00"E		16.00			
(OD)	15°11'00"	165.00	43.72	21.99	S 16°27'30"W	43.60
(PD)	N 24°03'00"E		103.78			
(QD)	53°03'00"	56.00	51.85	27.95	S 02°28'30"E	50.02
(RD)	71°21'00"	129.00	160.64	92.61	S 64°40'30"E	150.46
(SD)	14°27'37"	161.35	40.72	20.47	N 86°52'49"E	40.61
(TD)	N 09°05'17"E		63.58			
(UD)	72°44'43"	39.38	50.00	29.01	N 45°27'38"E	46.71
(VD)	N 81°50'00"E		26.52			
(WD)	42°34'53"	42.00	31.21	16.37	S 76°52'34"E	30.50
(XD)	N 41°40'42"E		83.32			
(YD)	N 42°56'53"W		85.21			
(ZD)	N 41°07'11"E		9.75			
(AE)	01°38'31"	1994.28	57.15	28.58	S 48°16'29"E	57.15
(BE)	N 46°50'20"W		42.80			
(CE)	N 41°40'42"E		100.69			
(DE)	128°04'59"	42.00	93.89	86.27	S 29°03'31"W	75.53
(EE)	N 86°54'00"W		21.11			
(FE)	N 41°40'42"E		11.24			
(GE)	N 39°51'26"W		39.43			
(HE)	08°44'00"	161.35	24.59	12.32	S 55°16'00"E	24.57
(IE)	14°05'43"	239.00	58.80	29.55	S 43°51'09"E	58.65
(JE)	51°53'01"	39.00	35.32	18.97	N 76°33'29"E	34.12
(KE)	N 77°30'00"W		38.77			
(LE)	90°00'00"	52.00	81.68	52.00	S 32°30'00"E	73.54
(ME)	N 12°30'00"E		40.45			
(NE)	45°00'00"	40.14	31.53	16.63	S 35°00'00"W	30.72
(OE)	N 30°00'38"W		23.02			
(PE)	19°04'50"	80.00	26.64	13.45	S 42°02'25"E	26.52

THE COACH HOMES OF BERKSHIRE LAKES, A CONDOMINIUM
SURVEY & SKETCH TO FOLLOW DESCRIPTIONS

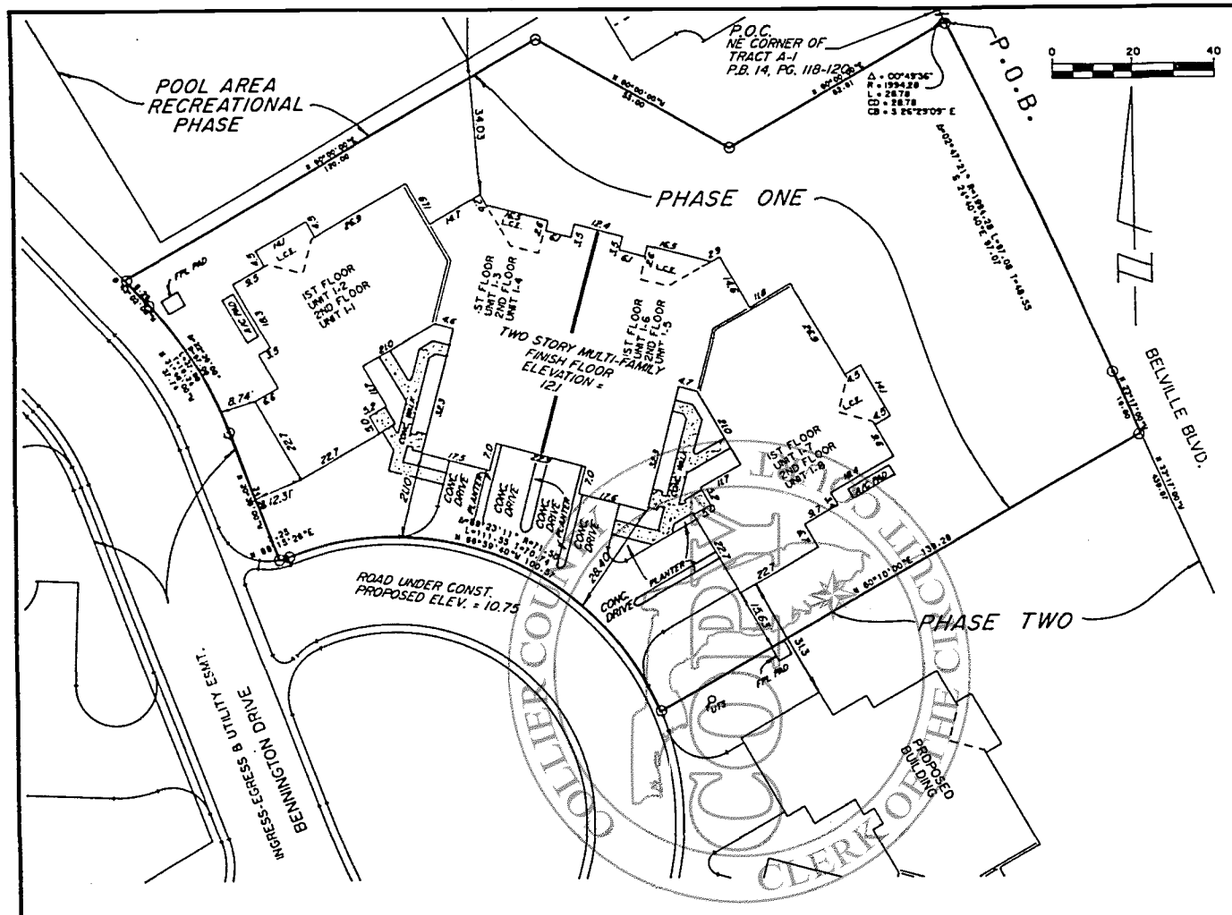
TRACTS A-1, A-2, & A-3
"BERKSHIRE LAKES UNIT ONE", P.B. 14, pages 118 thru 120
COLLIER COUNTY, FLORIDA

EXHIBIT "B" SHEET 2 OF 9

WILSON, MILLER, BARTON, SOLL, & PEEK, INC.
ENGINEERS, PLANNERS, & LAND SURVEYORS NAPLES, FLORIDA

FOR: THE BENNINGTON GROUP, INC.
DATE: OCT. 1988
SCALE: AS SHOWN
DRAWN BY: MCL
CHECKED MCL
W.O.#: 66852
FILE # 4C-597 SHEET 2 OF 9

001424 OR BOOK 000200 PAGE



Description of Condominium Phase 1 of part of
Tract A-1 and A-2 of Berkshire Lakes Unit 1
(P.B. 14, pages 118-120)
Collier County, Florida

All that part of Tracts A-1 and A-2 of Berkshire Lakes Unit 1 (P.B. 14, pages 118-120) Collier County, Florida being more particularly described a follows:
Commencing at the northeast corner of said Tract A-1;
thence southeasterly 28.78 feet along the arc of a circular curve concave to the southwest, having a radius of 1994.28 feet through a central angle of 00°-49'-36" and being subtended by a chord which bears South 26°-29'-09" East 28.78 feet to the POINT OF BEGINNING of the parcel herein described;
thence southeasterly 97.08 feet along the arc of a circular curve concave to the southwest having a radius of 1994.28 feet through a central angle of 02°-47'-21" and being subtended by a chord which bears South 24°-49'-40" East 97.07 feet;
thence South 23°-17'-00" East 16.80 feet;
thence South 60°-10'-00" West 139.28 feet to a point on a curve;
thence northwesterly and westerly 111.54 feet along the arc of a circular curve concave southwesterly having a radius of 71.50 feet through a central angle of 89°-23'-11" and being subtended by a chord which bears North 66°-59'-40" West 100.57 feet;
thence South 68°-12'-26" West 2.25 feet;
thence North 20°-36'-00" West 34.58 feet;
thence northwesterly 37.93 feet along the arc of a circular curve concave to the southwest having a radius of 97.00 feet, through a central angle of 22°-26'-00" and being subtended by a chord which bears North 31°-49'-00" West 37.74 feet;
thence North 43°-02'-00" West 8.29 feet;
thence North 60°-00'-00" East 120.00 feet;
thence South 60°-00'-00" East 55.00 feet;
thence North 60°-00'-00" East 62.91 feet to the Point of Beginning of the parcel herein described;
subject to easements and restrictions of record;
containing 0.59 acres of land more or less;
bearings are based on P.B. 14, pages 118 through 120.

CERTIFICATE: *Midwest Title*
Barnett Bank
Attorneys Title Insurance Fund Inc.

WE HEREBY CERTIFY TO Bennington Group, Inc.

that a RECORD SURVEY of Phase One of Coach Homes of Berkshire Lakes, a condominium, Berkshire Lakes, Unit One, P.B. 14, pages 118-120, Collier County, Florida, was completed under our direction on October 27, 1988.

To the best of our knowledge and belief, this RECORD SURVEY meets the minimum technical standards set forth by the Florida Board of Land Surveyors, pursuant to Section 472.027, Florida Statutes, and Chapter 21HH-6, Florida Administrative Code.

WILSON, MILLER, BARTON, SOLL & PEEK, INC.
Reg. Engineers and Land Surveyors

BY _____ DATE 2-17-89
Michael C. LaMure, P.L.S. #4247

NOTE: This certification is only for the lands as described. It is not a certification of title, zoning, easements or freedom of encumbrances. This Certification is not valid unless signed by the surveyor and sealed with the surveyor's embossed seal.

ABSTRACT NOT REVIEWED.

O= SET IRON PIN W/CAP

REVISED 10/27/88 ADDED RECORD SURVEY
F.B. C-1220 PG. 20-21 W.O. #6698.2 LMT
REVISED 3/8/89 ADDED FINAL BOUNDARY SURVEY
FB C-1220, PG 40-44 WO# 6698 KLB

THE COACH HOMES OF BERKSHIRE LAKES, A CONDOMINIUM
PLOT PLAN AND SURVEY
PHASE ONE
TRACTS A-1, A-2, & A-3
"BERKSHIRE LAKES UNIT ONE", P.B. 14, pages 118 thru 120
COLLIER COUNTY, FLORIDA

EXHIBIT "B" SHEET 3 OF 9

GENERAL NOTES:
1) ALL IMPROVEMENTS SHOWN HEREON ARE PROPOSED AS OF SEPT. 1988.
2) SEE ATTACHMENTS FOR LEGAL DESCRIPTIONS OF THE CONDOMINIUM PARCELS, RECREATIONAL PARCEL AND INGRESS AND EGRESS EASEMENT.
3) (L.C.E.) = LIMITED COMMON ELEMENT (C.E.) = COMMON ELEMENT
4) DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.
5) ALL CURVES ARE CIRCULAR CURVES AND ALL DIMENSIONS ON CURVES ARE ARC LENGTHS UNLESS NOTED OTHERWISE. "L"= ARC. "CD"= CHORD. "Δ" = DELTA, "CD" = CHORD DISTANCE, "R" = RADIUS
6) U.E. = UTILITY EASEMENT.
7) P.O.C. = POINT OF COMMENCEMENT
8) P.O.B. = POINT OF BEGINNING
9) ELEVATIONS ARE BASED ON NATIONAL GEODETIC VERTICAL DATUM
10) SURVEYS OF INDIVIDUAL PHASES WILL BE COMPLETED WITH ISSUE OF SUBSTANTIAL COMPLETION CERTIFICATES.

WILSON, MILLER, BARTON, SOLL, & PEEK, INC.
ENGINEERS, PLANNERS, & LAND SURVEYORS NAPLES, FLORIDA

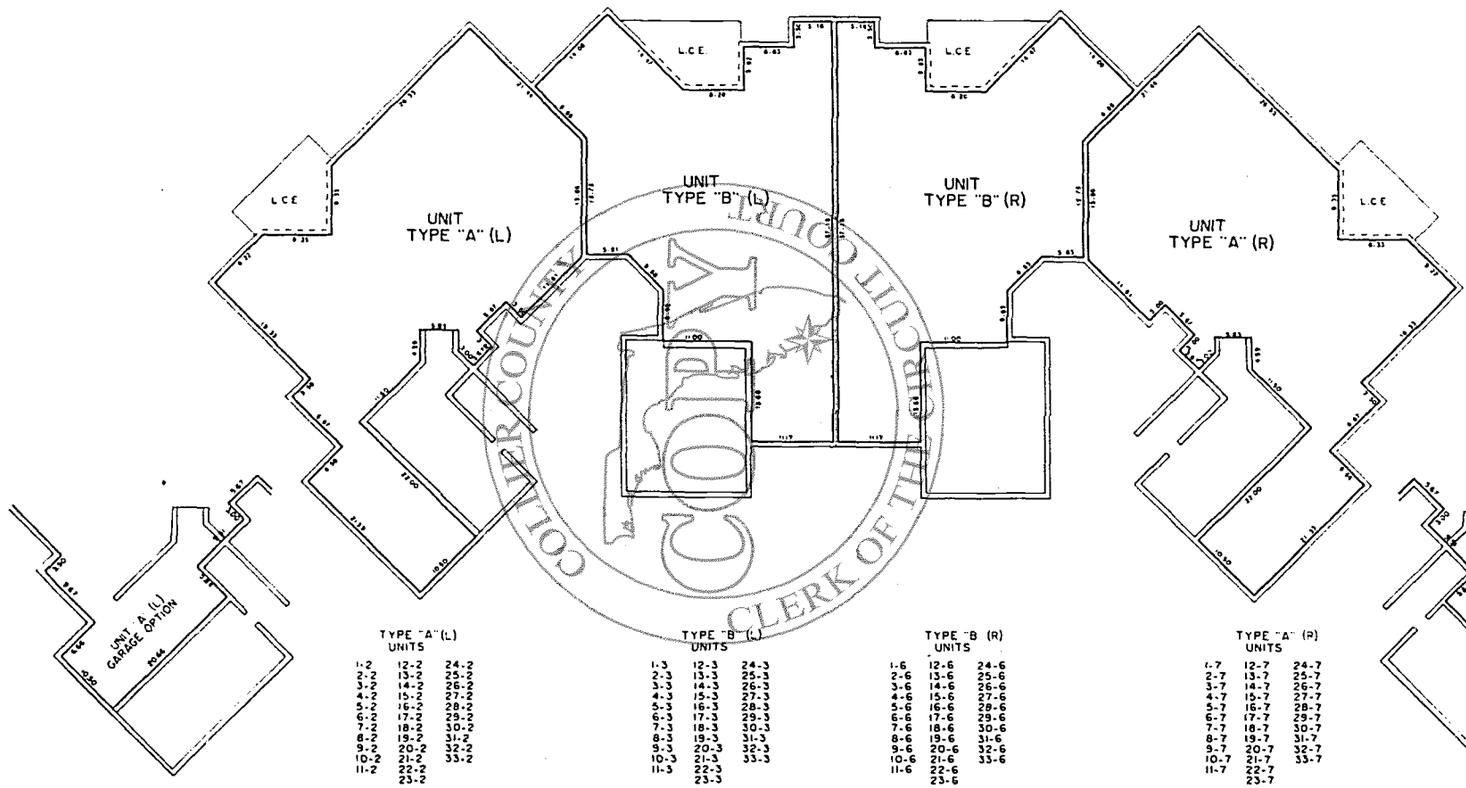
FOR: BENNINGTON GROUP, INC.
DATE: OCT. 1988
SCALE: AS SHOWN
DRAWN BY: M.T.
CHECKED: M.C.L.
W.O.#: 6685.2
FILE # 3C-457 SHEET 1-A OF 33

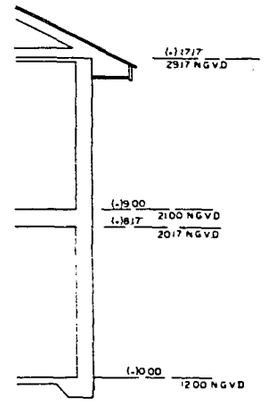
[P] MASTER FOR 33 CONDO PARCELS - 14000.2493PF: BAKTRA 16006 27-Oct-88 10:50 AM / 26984-191

001424 OR BOOK 000201 PAGE

GENERAL NOTES

1. ——— INDICATES THE APPROXIMATE BOUNDARY OF THE CONDOMINIUM UNIT.
2. ----- INDICATES THE APPOXIMATE BOUNDARY OF THE LIMITED COMMON ELEMENT (L.C.E.).
3. THE UNIT LINES, LIMITED COMMON ELEMENTS (L.C.E.) LINES AND DIMENSIONS SHOWN HEREON ARE APPOXIMATE REPRESENTATIONS OF THE LOCATION OF SAID LINES AND DIMENSIONS. SEE THE DECLARATION OF CONDOMINIUM FOR THE PRECISE DEFINITION, DESIGNATION AND LOCATION OF SAID LINES.
5. DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.
6. ELEVATIONS ARE BASED ON NATIONAL GEODETIC VERTICAL DATUM. (N.G.V.D.)
7. THIS DRAWING WAS PREPARED FROM ARCHITECTURAL PLANS PREPARED BY: TEAM 2 DESIGNS,DESIGNERS AND PLANNERS 1001 E. SAMPLE RD. 7W, POMPONO BEACH, FLORIDA.





TYPE "A" (L) UNITS

1-2	12-2	24-2
2-2	13-2	25-2
3-2	14-2	26-2
4-2	15-2	27-2
5-2	16-2	28-2
6-2	17-2	29-2
7-2	18-2	30-2
8-2	19-2	31-2
9-2	20-2	32-2
10-2	21-2	33-2
11-2	22-2	
	23-2	

TYPE "B" (L) UNITS

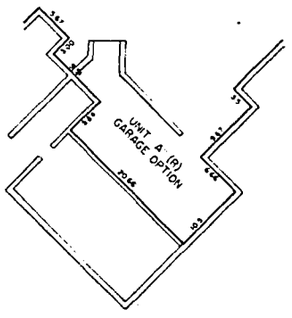
1-3	12-3	24-3
2-3	13-3	25-3
3-3	14-3	26-3
4-3	15-3	27-3
5-3	16-3	28-3
6-3	17-3	29-3
7-3	18-3	30-3
8-3	19-3	31-3
9-3	20-3	32-3
10-3	21-3	33-3
11-3	22-3	
	23-3	

TYPE "B" (R) UNITS

1-6	12-6	24-6
2-6	13-6	25-6
3-6	14-6	26-6
4-6	15-6	27-6
5-6	16-6	28-6
6-6	17-6	29-6
7-6	18-6	30-6
8-6	19-6	31-6
9-6	20-6	32-6
10-6	21-6	33-6
11-6	22-6	
	23-6	

TYPE "A" (R) UNITS

1-7	12-7	24-7
2-7	13-7	25-7
3-7	14-7	26-7
4-7	15-7	27-7
5-7	16-7	28-7
6-7	17-7	29-7
7-7	18-7	30-7
8-7	19-7	31-7
9-7	20-7	32-7
10-7	21-7	33-7
11-7	22-7	
	23-7	



TYPICAL FIRST FLOOR PLAN

THE COACH HOMES OF BERKSHIRE LAKES A CONDOMINIUM

WILSON, MILLER, BARTON, SOLL, & PEEK, INC.
ENGINEERS, PLANNERS, & LAND SURVEYORS NAPLES, FLORIDA

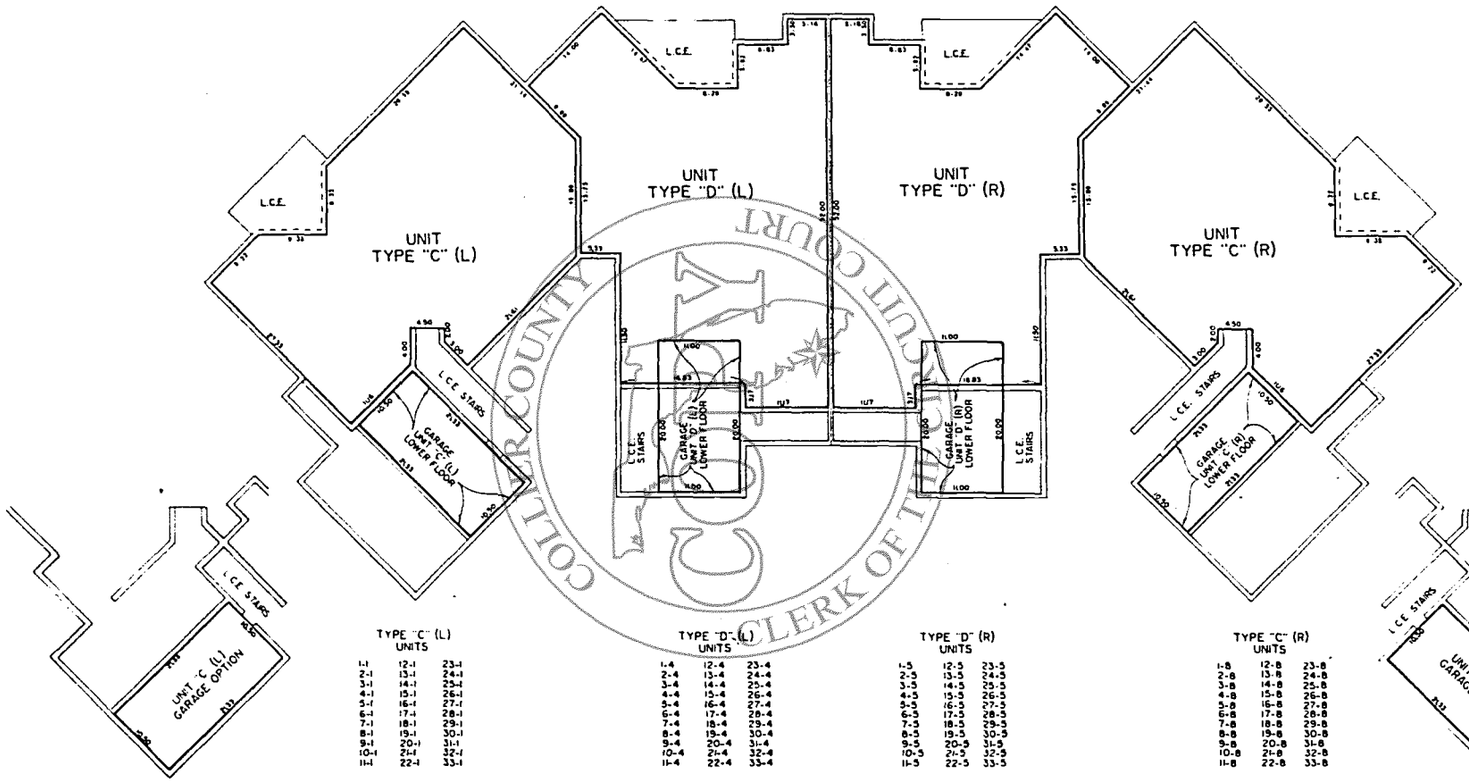
FOR THE BENNINGTON GROUP, INC.
DATE: OCT. 1988
SCALE: AS SHOWN
DRAWN BY: M.T.
CHECKED M.C.L.
W.O.#: 6685.2
FILE # 4C-597 SHEET 4 OF 9

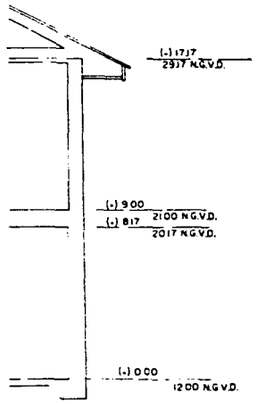
PLOT 4-PLT FOR DIMENSIONS 1"=8' - 7460.240297* DGN760.2 13-JAN-89 09:40 AM / 26904-101

001424 OR BOOK 000202 PAGE

GENERAL NOTES

1. ——— INDICATES THE APPROXIMATE BOUNDARY OF THE CONDOMINIUM UNIT.
2. - - - - INDICATES THE APPROXIMATE BOUNDARY OF THE LIMITED COMMON ELEMENT (L.C.E.).
3. THE UNIT LINES, LIMITED COMMON ELEMENTS (L.C.E.) LINES AND DIMENSIONS SHOWN HEREON ARE APPOXIMATE REPRESENTATIONS OF THE LOCATION OF SAID LINES AND DIMENSIONS. SEE THE DECLARATION OF CONDOMINIUM FOR THE PRECISE DEFINITION, DESIGNATION AND LOCATION OF SAID LINES.
5. DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.
6. ELEVATIONS ARE BASED ON NATIONAL GEODETIC VERTICAL DATUM. (N.G.V.D.)
7. THIS DRAWING WAS PREPARED FROM ARCHITECTURAL PLANS PREPARED BY: TEAM 2 DESIGNS, DESIGNERS AND PLANNERS 1001 E. SAMPLE RD. 7W, POMPONO BEACH, FLORIDA.





TYPE "C" (L) UNITS

1-1	12-1	23-1
2-1	13-1	24-1
3-1	14-1	25-1
4-1	15-1	26-1
5-1	16-1	27-1
6-1	17-1	28-1
7-1	18-1	29-1
8-1	19-1	30-1
9-1	20-1	31-1
10-1	21-1	32-1
11-1	22-1	33-1

TYPE "D" (L) UNITS

1-4	12-4	23-4
2-4	13-4	24-4
3-4	14-4	25-4
4-4	15-4	26-4
5-4	16-4	27-4
6-4	17-4	28-4
7-4	18-4	29-4
8-4	19-4	30-4
9-4	20-4	31-4
10-4	21-4	32-4
11-4	22-4	33-4

TYPE "D" (R) UNITS

1-5	12-5	23-5
2-5	13-5	24-5
3-5	14-5	25-5
4-5	15-5	26-5
5-5	16-5	27-5
6-5	17-5	28-5
7-5	18-5	29-5
8-5	19-5	30-5
9-5	20-5	31-5
10-5	21-5	32-5
11-5	22-5	33-5

TYPE "C" (R) UNITS

1-8	12-8	23-8
2-8	13-8	24-8
3-8	14-8	25-8
4-8	15-8	26-8
5-8	16-8	27-8
6-8	17-8	28-8
7-8	18-8	29-8
8-8	19-8	30-8
9-8	20-8	31-8
10-8	21-8	32-8
11-8	22-8	33-8

TYPICAL SECOND FLOOR PLAN

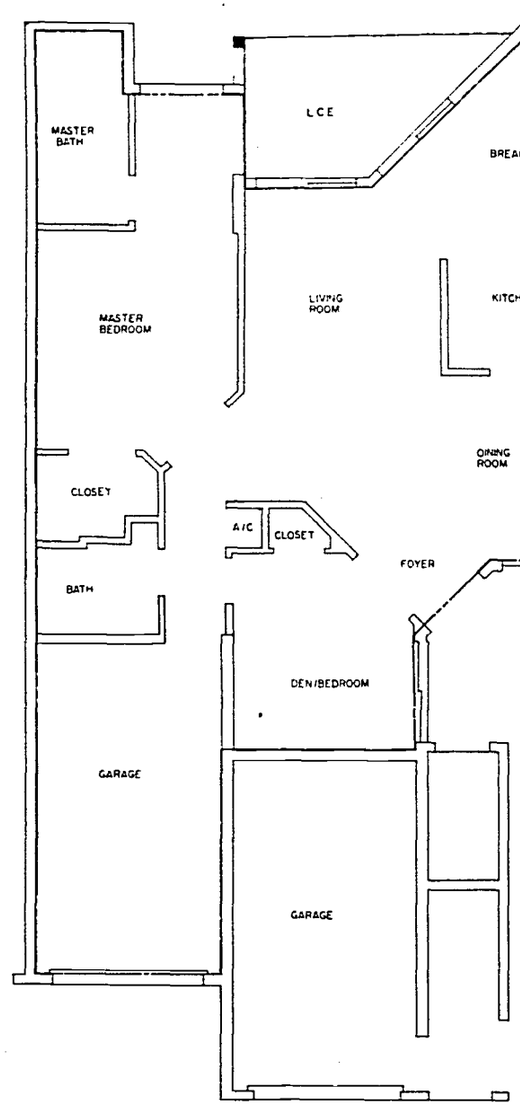
THE COACH HOMES OF BERKSHIRE LAKES A CONDOMINIUM

WILSON, MILLER, BARTON, SOLL, & PEEK, INC.
ENGINEERS, PLANNERS, & LAND SURVEYORS NAPLES, FLORIDA

FOR: THE BENNINGTON GROUP, INC.
DATE: OCT. 1988
SCALE: AS SHOWN
DRAWN BY: M.T.
CHECKED: M.C.L.
W.O.#: 6685.2
FILE # 4C-597 SHEET 5 OF 9

CLERK OF THE CIRCUIT COURT COLLIER COUNTY

0011424 OR BOOK 000203 PAGE



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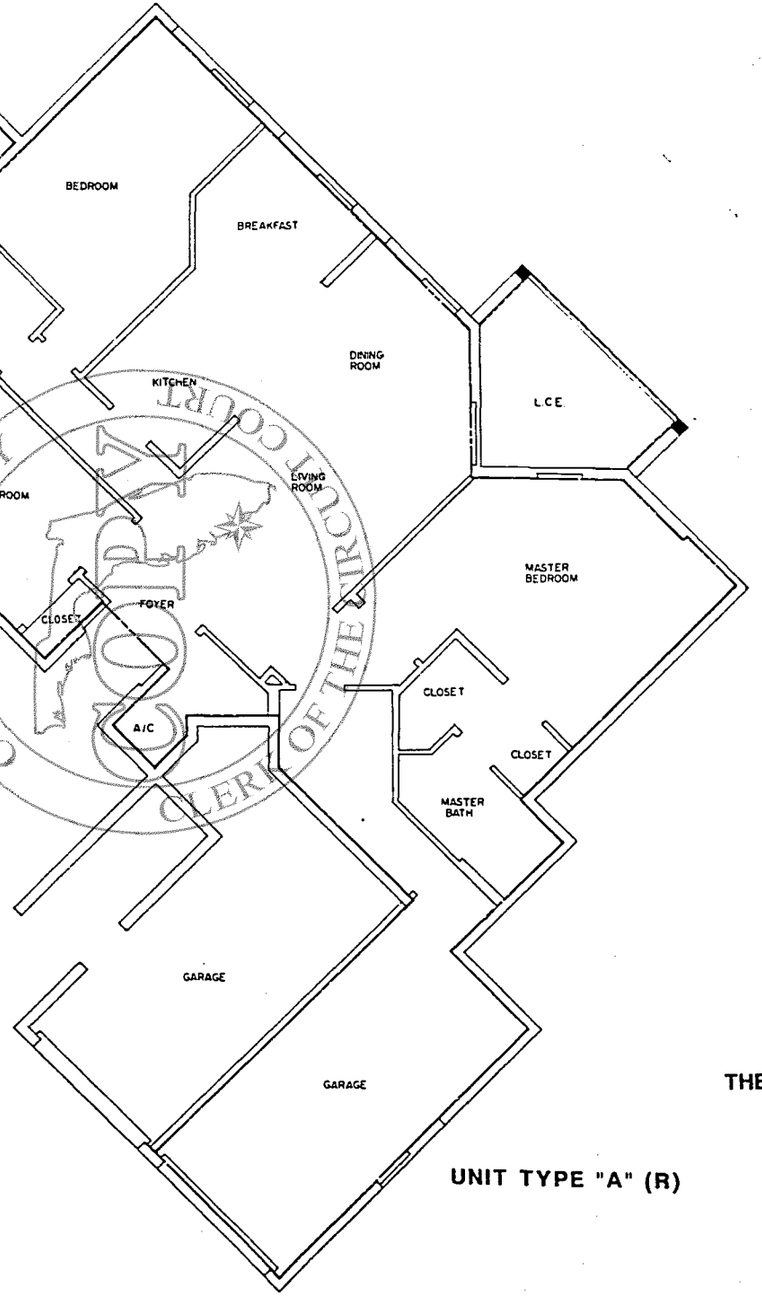

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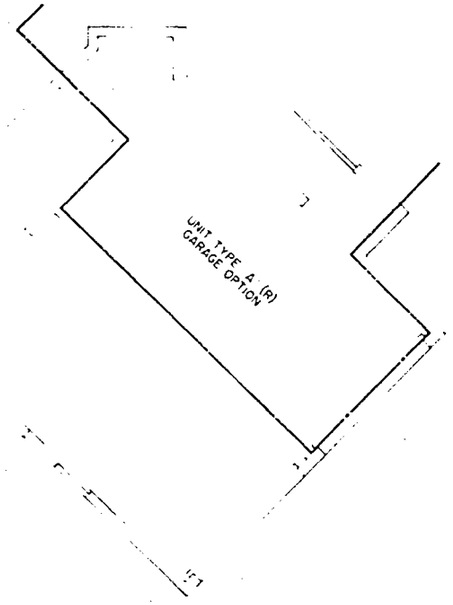


GENERAL NOTES

1. ———— INDICATES THE APPROXIMATE BOUNDARY OF THE CONDOMINIUM UNIT.
2. - - - - - - INDICATES THE APPROXIMATE BOUNDARY OF THE LIMITED COMMON ELEMENTS (L.C.E.).
3. THIS DRAWING WAS PREPARED FROM THE ARCHITECTURAL PLANS PREPARED BY TEAM 2 DESIGNS DESIGNERS, PLANNERS 1001 E. SAMPLE RD. 7W POMPANO BEACH, FLORIDA.

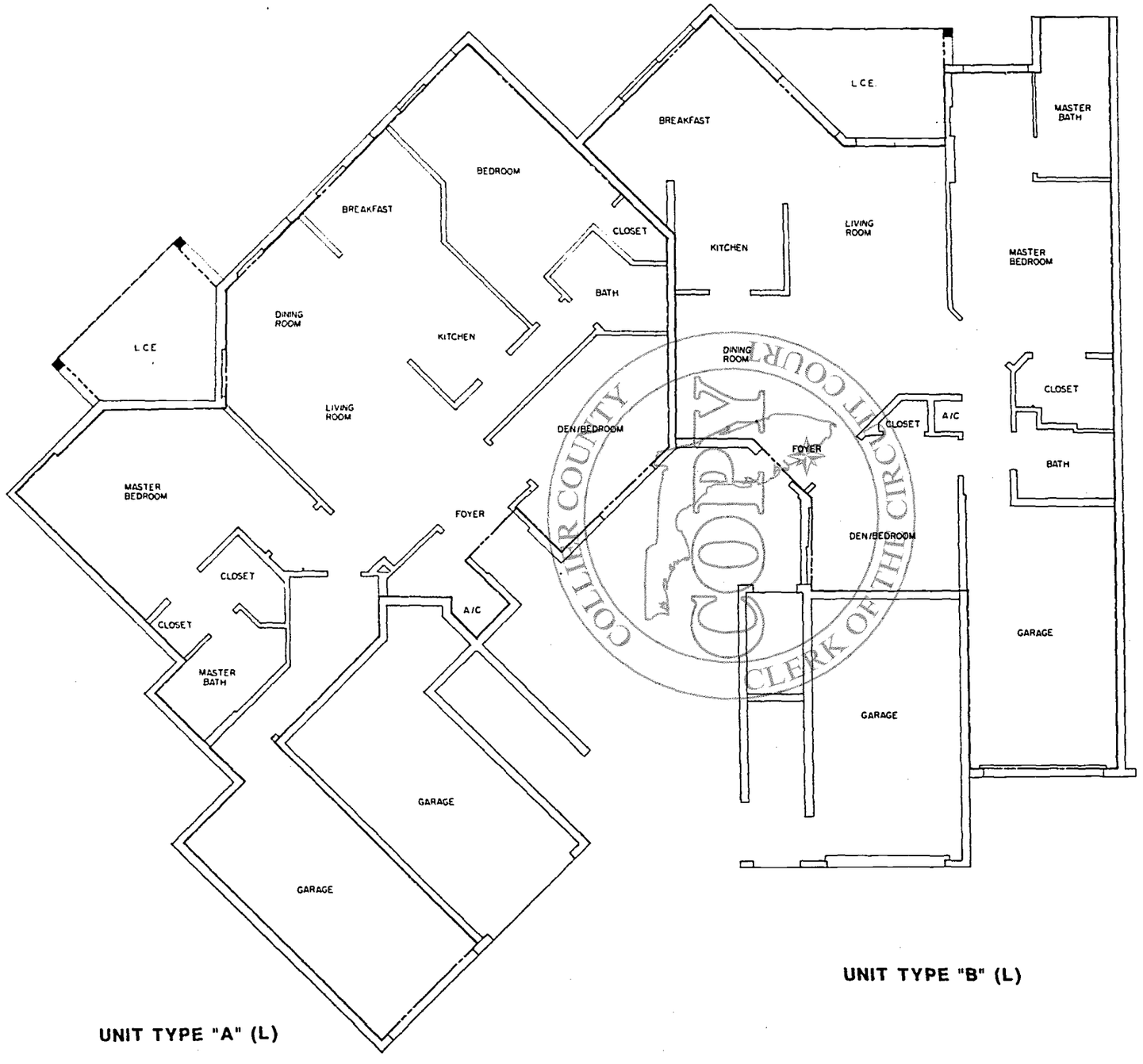
TYPICAL UNIT FLOOR PLANS

THE COACH HOMES OF BERKSHIRE LAKES A CONDOMINIUM

WILSON, MILLER, BARTON, SOLL, & PEEK, INC.
ENGINEERS, PLANNERS, & LAND SURVEYORS NAPLES, FLORIDA

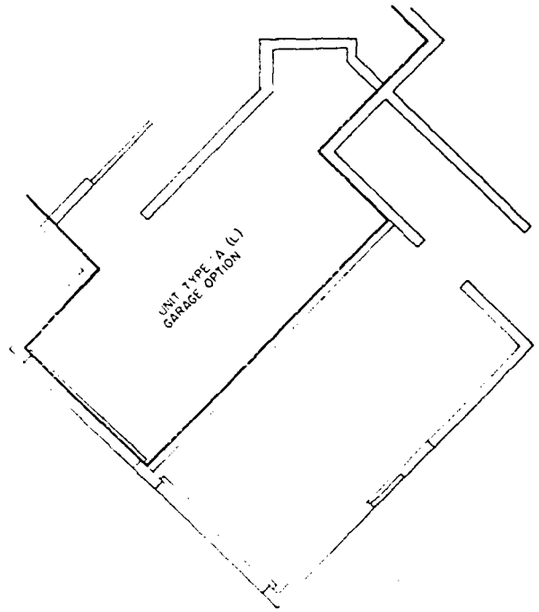
FOR: THE BENNINGTON GROUP, INC.
DATE: OCT. 1988
SCALE: AS SHOWN
DRAWN BY: M.T.
CHECKED: M.C.L.
W.O.#: 6685.2
FILE # 4C-597 SHEET 6 OF 9

OR BOOK 001424 PAGE 000204



UNIT TYPE "A" (L)

UNIT TYPE "B" (L)



GENERAL NOTES

1. ——— INDICATES THE APPROXIMATE BOUNDARY OF THE CONDOMINIUM UNIT.
2. ------- INDICATES THE APPROXIMATE BOUNDARY OF THE LIMITED COMMON ELEMENTS (L.C.E.).
3. THIS DRAWING WAS PREPARED FROM THE ARCHITECTURAL PLANS PREPARED BY TEAM 2 DESIGNS DESIGNERS, PLANNERS 1001 E. SAMPLE RD. 7W POMPANO BEACH, FLORIDA.

TYPICAL UNIT FLOOR PLANS

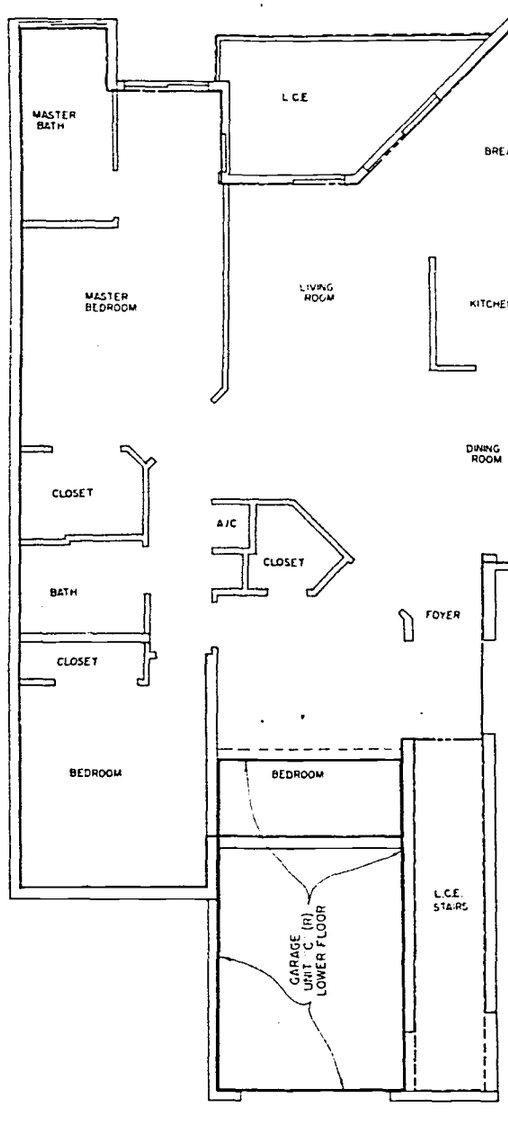
THE COACH HOMES OF BERKSHIRE LAKES A CONDOMINIUM

WILSON. MILLER. BARTON. SOLL. & PEEK. INC.
ENGINEERS. PLANNERS. & LAND SURVEYORS NAPLES. FLORIDA

FOR: THE BENNINGTON GROUP, INC.
DATE: OCT. 1988
SCALE: AS SHOWN
DRAWN: M.T.
CHECKED: M.C.L.
W.O.#: 6685.2
FILE # 4C-597 SHEET 7 OF 9

COLLIER COUNTY FLORIDA CIRCUIT COURT CLERK OF THE COURT

OR BOOK 001424 PAGE 000205



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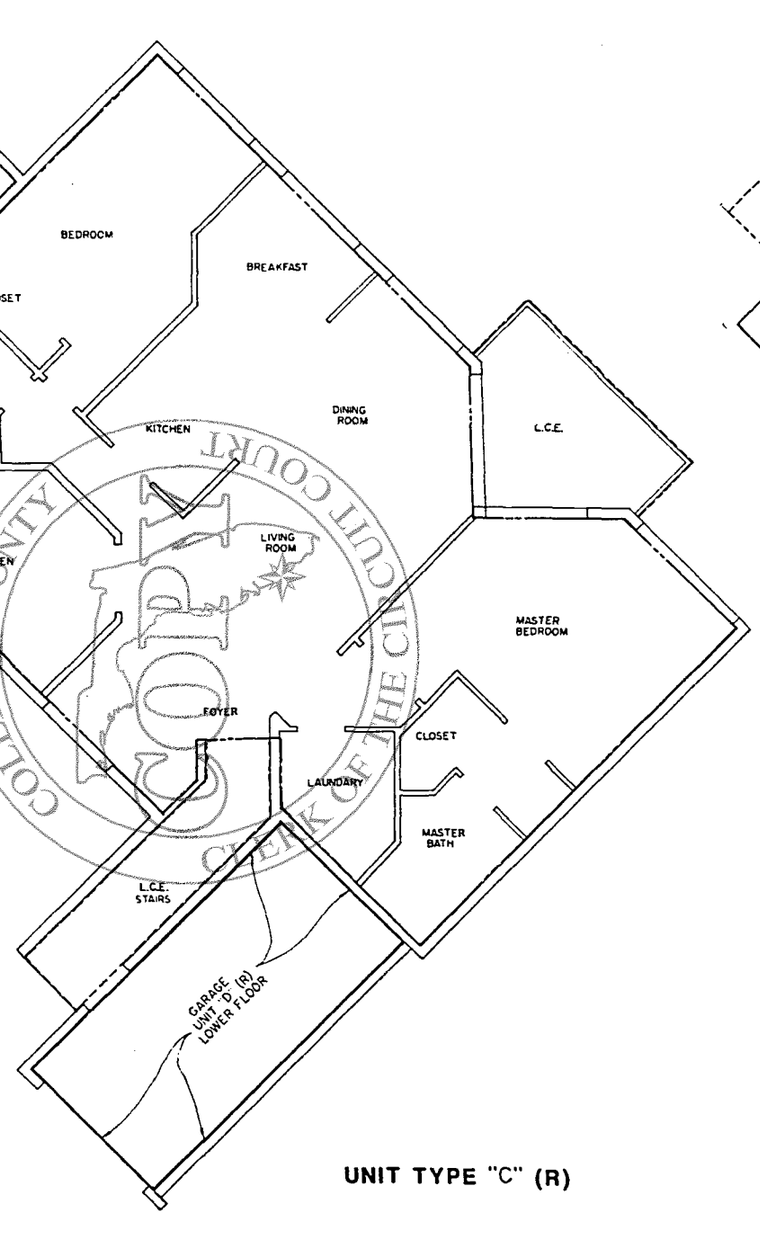
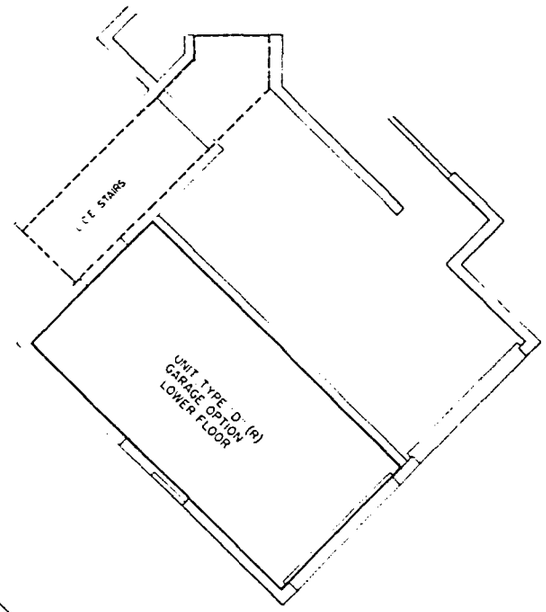


UNIT TYPE "C" (R)



GENERAL NOTES

1. ———INDICATES THE APPROXIMATE BOUNDARY OF THE CONDOMINIUM UNIT.
2. – – – – INDICATES THE APPROXIMATE BOUNDARY OF THE LIMITED COMMON ELEMENT (L.C.E.).
3. ——— INDICATES THE APPROXIMATE FIRST FLOOR LEVEL BOUNDARY OF THE CONDOMINIUM UNIT.
4. THIS DRAWING WAS PREPARED FROM THE ARCHITECTURAL PLANS PREPARED BY TEAM 2 DESIGNS DESIGNERS, PLANNERS 1001 E. SAMPLE RD. 7W POMPANO BEACH, FLORIDA.

TYPICAL UNIT FLOOR PLANS

THE COACH HOMES OF BERKSHIRE LAKES A CONDOMINIUM

WILSON. MILLER. BARTON. SOLL. & PEEK. INC.
ENGINEERS. PLANNERS. & LAND SURVEYORS NAPLES. FLORIDA

FOR: THE BENNINGTON GROUP, INC.
DATE: OCT. 1988
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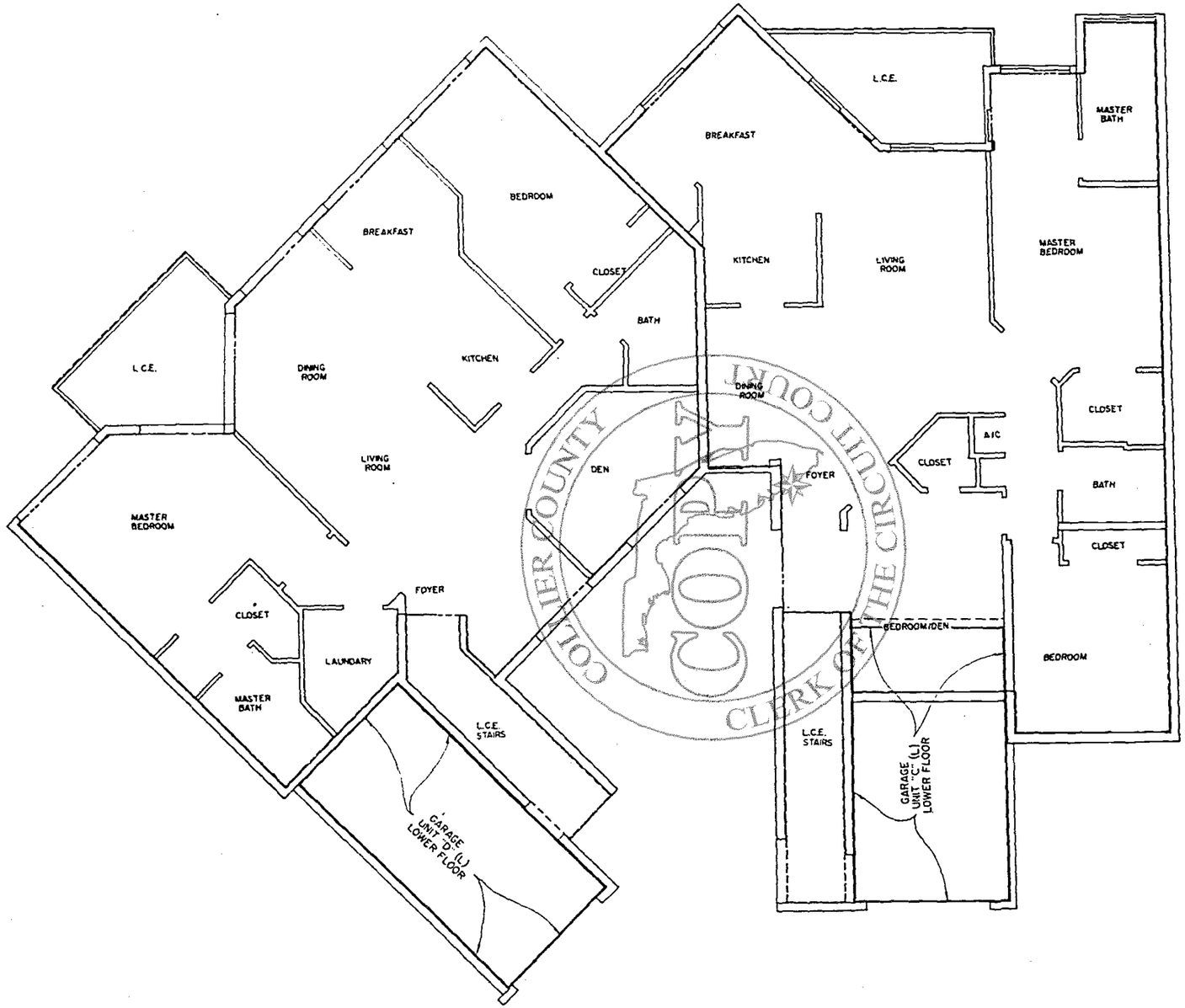
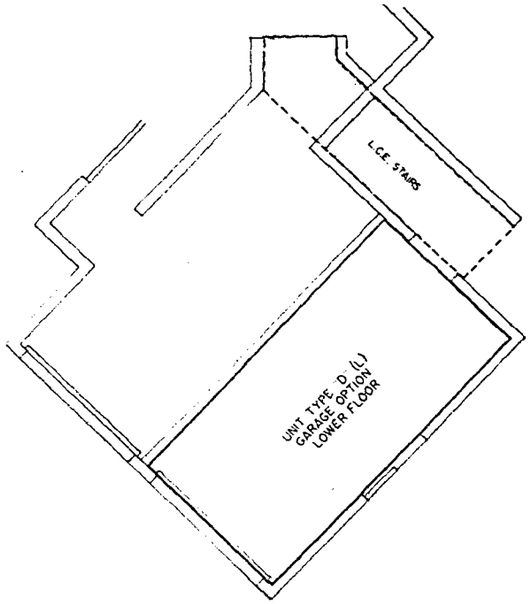
W.O.#: 66852
FILE # 4C-597 SHEET 8 OF 9

OR BOOK 001424 PAGE 000206



UNIT TYPE "C" (L)

UNIT TYPE "D" (L)



GENERAL NOTES

1. ———INDICATES THE APPROXIMATE BOUNDARY OF THE CONDOMINIUM UNIT.
2. ———INDICATES THE APPROXIMATE BOUNDARY OF THE LIMITED COMMON ELEMENT (L.C.E.).
3. ——— INDICATES THE APPROXIMATE FIRST FLOOR LEVEL BOUNDARY OF THE CONDOMINIUM UNIT.
4. THIS DRAWING WAS PREPARED FROM THE ARCHITECTURAL PLANS PREPARED BY TEAM 2 DESIGNS DESIGNERS, PLANNERS 1001 E. SAMPLE RD. 7W POMPANO BEACH, FLORIDA.

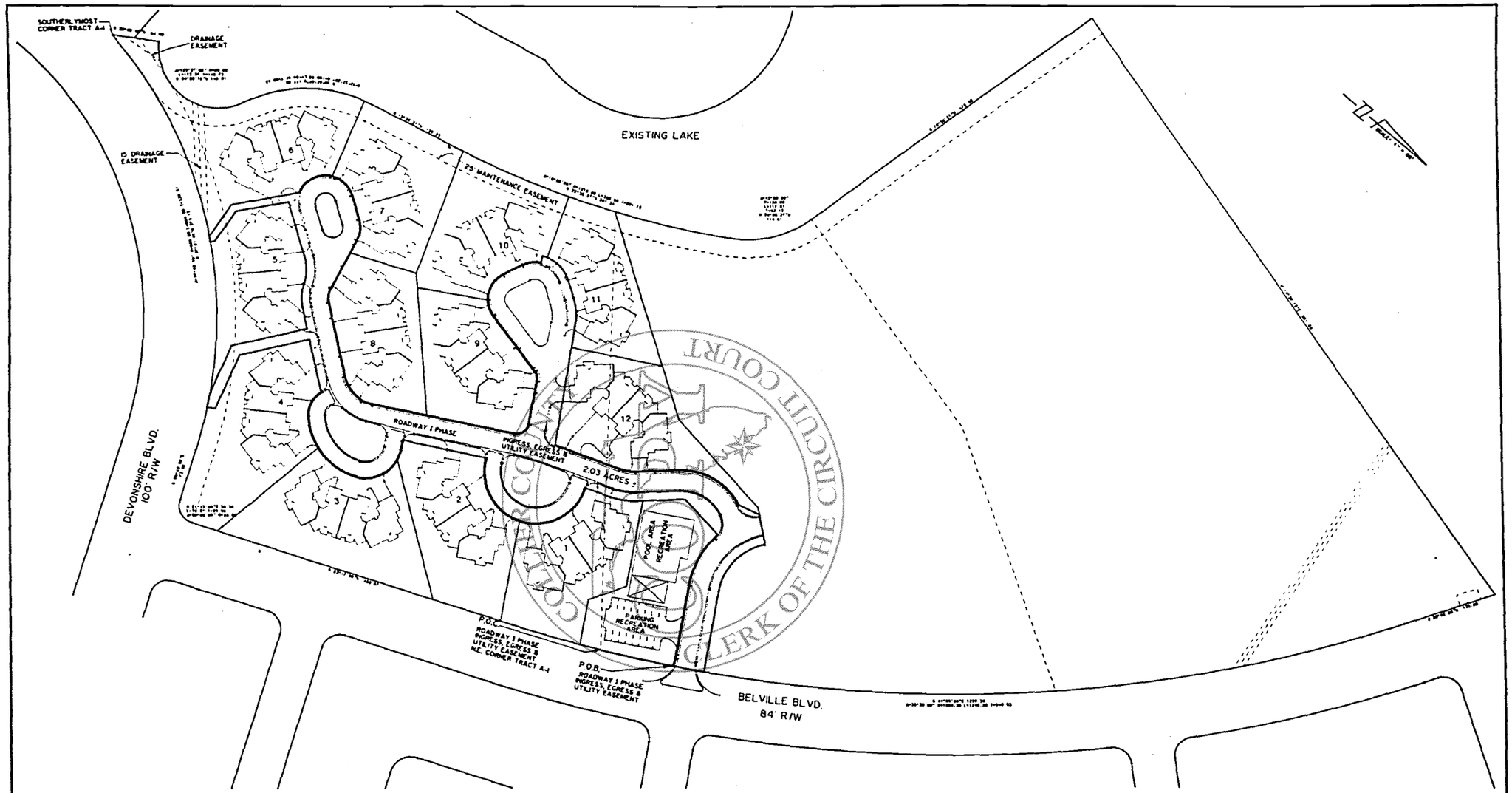
TYPICAL UNIT FLOOR PLANS

THE COACH HOMES OF BERKSHIRE LAKES A CONDOMINIUM

WILSON, MILLER, BARTON, SOLL, & PEEK, INC.
ENGINEERS, PLANNERS, & LAND SURVEYORS NAPLES, FLORIDA

FOR: THE BENNINGTON GROUP, INC.
DATE: OCT. 1988
SCALE: AS SHOWN
DRAWN BY: M.T.
CHECKED: M.C.I.
W.O.#: 6685.2
FILE # 4C-597 SHEET 9 OF 9

OR BOOK 001424 PAGE 000207



THE COACH HOMES OF BERKSHIRE LAKES, A CONDOMINIUM
SKETCH TO FOLLOW DESCRIPTIONS

SEE SHEET 1 & 2 EXHIBIT B FOR DATA

TRACTS A-1, A-2, & A-3
"BERKSHIRE LAKES UNIT ONE", P.B. 14, pages 118 thru 120
COLLIER COUNTY, FLORIDA

GENERAL NOTES:
1) ALL IMPROVEMENTS SHOWN HEREON ARE PROPOSED AS OF SEPT. 1988.
2) SEE ATTACHMENTS FOR LEGAL DESCRIPTIONS OF THE CONDOMINIUM PARCELS, RECREATIONAL PARCEL AND INGRESS AND EGRESS EASEMENT.
3) (L.C.E.) = LIMITED COMMON AREA (C.E.) = COMMON ELEMENT.
4) DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.
5) ALL CURVES ARE CIRCULAR CURVES AND ALL DIMENSIONS ON CURVES ARE ARC LENGTHS UNLESS NOTED OTHERWISE. "L"= ARC. "CD"= CHORD.
6) U.E. = UTILITY EASEMENT.
7) P.O.C. = POINT OF COMMENCEMENT
8) P.O.B. = POINT OF BEGINNING

EXHIBIT "C" ROADWAY I PHASE

WILSON, MILLER, BARTON, SOLL, & PEEK, INC.
ENGINEERS, PLANNERS, & LAND SURVEYORS NAPLES, FLORIDA

FOR: BENNINGTON GROUP INC.
DATE: FEB. 1989
SCALE: AS SHOWN
DRAWN BY: M.C.L.
CHECKED: M.C.L.
W.O.#: 6698.2
FILE #: 4C-597-A

CLERK OF THE CIRCUIT COURT COLLIER COUNTY

SDV/sdv
01/23/89
101-5059-5

001424
OR BOOK

000208
PAGE

EXHIBIT "C" TO THE

DECLARATION OF CONDOMINIUM OF

THE COACH HOMES OF BERKSHIRE LAKES, A CONDOMINIUM

LEGAL DESCRIPTIONS OF REMAINING PHASES

AND PHASING PLAN

COLLIER COUNTY
COPY
CLERK OF THE CIRCUIT COURT

EXHIBIT "C" TO THE

DECLARATION OF CONDOMINIUM OF

THE COACH HOMES OF BERKSHIRE LAKES, A CONDOMINIUM

PHASE NUMBER	NUMBER OF BUILDINGS	TYPE AND NUMBER OF UNITS IN BUILDING	
2-33	1 in each Phase	A	2
		B	2
		C	0-2
		C-2	0-2
		D	0-2
		D-2	0-2

COLLIER COUNTY COPY CLERK OF THE CIRCUIT COURT

The latest date of completion shall not exceed seven (7) years from the date of recording of the Declaration.

The Condominium contains one (1) Recreational Phase and two (2) Roadway Phases, which do not contain Units.

001424 OR BOOK 000210 PAGE

WILSON • MILLER • BARTON • SOLL & PEEK, INC.
ENGINEERS PLANNERS SURVEYORS
1383 AIRPORT-PULLING ROAD NORTH, NAPLES, FLORIDA 33942-9988 (813) 643-4545

SURVEYORS CERTIFICATE

As to Phase , of Coach Homes of Berkshire Lakes a Condominium, part of Tracts A-1, A-2 and A-3, Berkshire Lakes Unit One, P.B. 14, pages 118 through 120, Collier County, Florida;

I, MICHAEL C. LAMURE, of Naples, Florida, County of Collier and State of Florida, hereby certify as follows;

1. That I am a Professional Land Surveyor authorized to practice in the State of Florida;

2. That this Certificate is made as to Phase , of Coach Homes of Berkshire Lakes a Condominium, part of Tracts A-1, A-2 and A-3, Berkshire Lakes Unit One, P.B. 14, pages 118 through 120, Collier County, Florida, and in compliance with Section 718.104(e) Florida Statues;

3. That the applicable sheets of WMBS&P Drawing #3C-457 and 4C-597, as revised January 18, 1989, together with the provisions of the declaration relating to matters of survey, constitute a correct representation of the improvements of said Building as they now exist and there can be determined from them the identification, location, dimensions and size of the common elements and of said Building;

4. That all planned improvements, including landscaping, utility services and access to said Building have been substantially completed.

COLLIER COUNTY COPY CLERK OF THE CIRCUIT COURT

WILSON, MILLER, BARTON, SOLL & PEEK, INC.
Reg. Engineers and Land Surveyors

BY _____ DATE _____
Michael C. LaMure, P.L.S. #4247

Not valid unless embossed with the Professional's seal.

STATE OF FLORIDA
COUNTY OF COLLIER

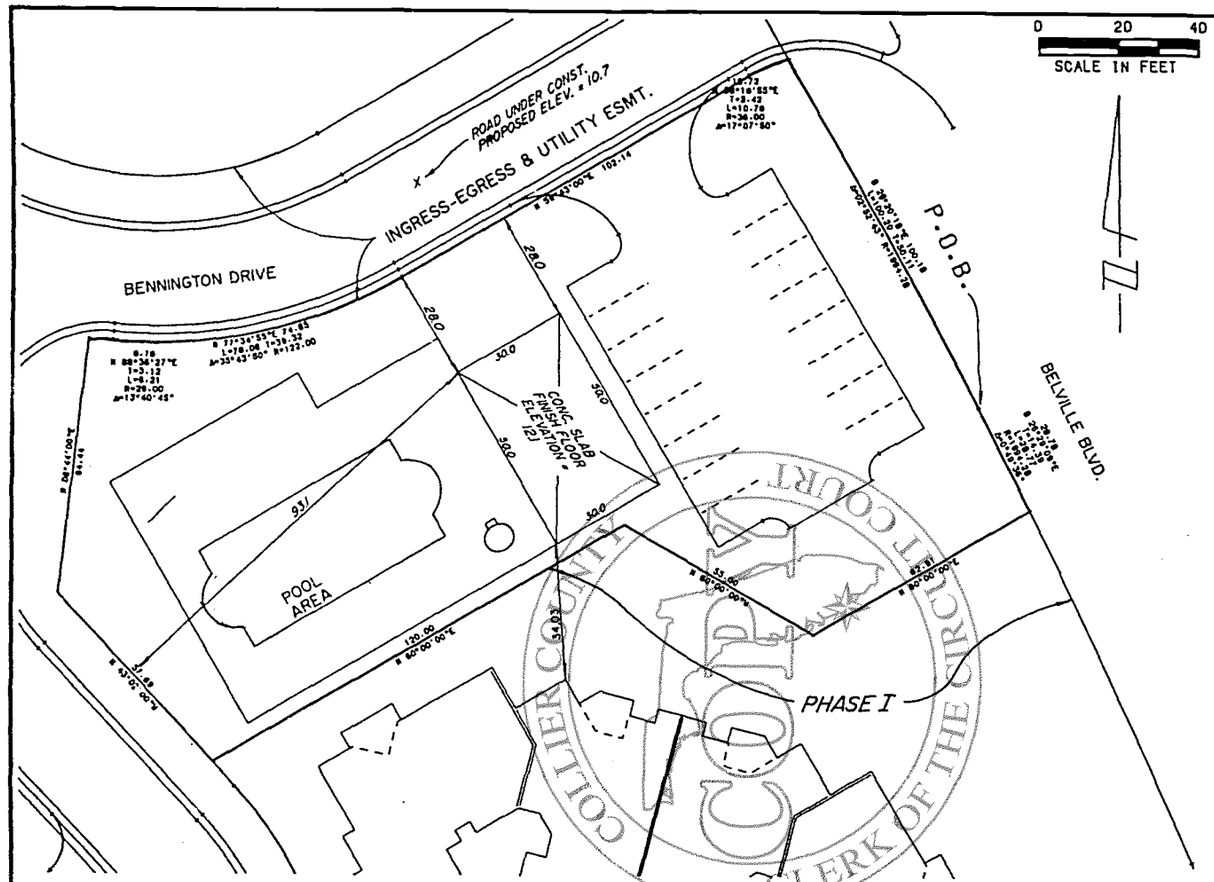
Before me personally appeared MICHAEL C. LAMURE, to me well known and known to me to be the person described in and who executed the foregoing instrument, and acknowledged before me that he executed said instrument for the purpose therein expressed.

My commission expires:

_____
Notary Public

cert 1-18-89

0001424
OR BOOK 000211
PAGE



Description of recreation phase of part of Tract A-1 and A-2 of Berkshire Lakes Unit 1 (P.B. 14, pages 118-120) Collier County, Florida

A) that part of Tracts A-1 and A-2 of Berkshire Lakes Unit 1 (P.B. 14, pages 118-120) Collier County, Florida, being more particularly described as follows:
Beginning at the northeast corner of said Tract A-1;
thence southeasterly 28.78 feet along the arc of a circular curve concave to the southwest, having a radius of 1994.28 feet through a central angle of 00°-49'-36" and being subtended by a chord which bears South 26°-29'-09" East 28.78 feet to the north line of Phase 1;
thence leaving said curve South 60°-00'-00" West 62.91 feet;
thence North 40°-00'-00" West 55.00 feet;
thence South 60°-00'-00" West 120.00 feet;
thence North 43°-02'-00" West 57.62 feet;
thence North 06°-44'-00" East 64.44 feet to a point on a curve;
thence northeasterly 6.21 feet along the arc of a non-tangential circular curve concave to the southwest having a radius of 26.00 feet through a central angle of 13°-40'-15" and being subtended by a chord which bears North 88°-34'-27" East 6.19 feet to a point of reverse curvature;
thence northeasterly 76.08 feet along the arc of a circular curve concave to the northwest having a radius of 122.00 feet through a central angle of 35°-43'-50" and being subtended by a chord which bears North 77°-34'-55" East 74.85 feet;
thence North 59°-43'-00" East 102.14 feet;
thence northeasterly 10.76 feet along the arc of a circular curve concave to the southeast having a radius of 35.00 feet through a central angle of 17°-07'-52" and being subtended by a chord which bears North 63°-16'-55" East 10.72 feet;
thence southeasterly 100.20 feet along the arc of a non-tangential circular curve concave to the southeast having a radius of 1994.28 feet through a central angle of 2°-52'-43" and being subtended by a chord which bears South 28°-20'-18" East 100.18 feet to the Point of Beginning of the parcel herein described;
subject to easements and restrictions of record;
containing 0.52 acres of land more or less;
bearings are based on (P.B. 14, pages 118-120) Collier County Public Records, Collier County, Florida.

CERTIFICATE:

WE HEREBY CERTIFY TO Bennington Group, Inc.

that a RECORD SURVEY of the pool and rec parcel of the Coach Homes of Berkshire Lakes, Unit One, P.B. 14, pages 118-120, Collier County, Florida, was completed under our direction on October 31, 1988.

To the best of our knowledge and belief, this RECORD SURVEY meets the minimum technical standards set forth by the Florida Board of Land Surveyors, pursuant to Section 472.027, Florida Statutes, and Chapter 21HH-6, Florida Administrative Code.

WILSON, MILLER, BARTON, SOLL & PEEK, INC.
Reg. Engineers and Land Surveyors

BY _____ DATE _____
Michael C. LaMure, P.L.S. #4247

NOTE: This certification is only for the lands as described. It is not a certification of title, zoning, easements or freedom of encumbrances. This Certification is not valid unless signed by the surveyor and sealed with the surveyor's embossed seal.

ABSTRACT NOT REVIEWED.

REVISED 10/26/88 ADDED RECORD SURVEY
F.B. C-1220 PG. 22 W.O. #6698.2 LMT

THE COACH HOMES OF BERKSHIRE LAKES, A CONDOMINIUM
PLOT PLAN AND SURVEY
RECREATIONAL PHASE

GENERAL NOTES:
1) ALL IMPROVEMENTS SHOWN HEREON ARE PROPOSED AS OF SEPT. 1988.
2) SEE ATTACHMENTS FOR LEGAL DESCRIPTIONS OF THE CONDOMINIUM PARCELS, RECREATIONAL PARCEL AND INGRESS AND EGRESS EASEMENT.
3) (L.C.E.) = LIMITED COMMON ELEMENT (C.E.) = COMMON ELEMENT
4) DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.
5) ALL CURVES ARE CIRCULAR CURVES AND ALL DIMENSIONS ON CURVES ARE ARC LENGTHS UNLESS NOTED OTHERWISE. "L"= ARC, "CD"= CHORD DISTANCE, "CH"= CHORD, "R"= RADIUS; "△"= DELTA
6) U.E. = UTILITY EASEMENT.
7) P.O.C. = POINT OF COMMENCEMENT
8) P.O.B. = POINT OF BEGINNING
9) ELEVATIONS ARE BASED ON NATIONAL GEODETIC VERTICAL DATUM
10) SURVEYS OF INDIVIDUAL PHASES WILL BE COMPLETED WITH ISSUE OF SUBSTANTIAL COMPLETION CERTIFICATES.

TRACTS A-1, A-2, & A-3
"BERKSHIRE LAKES UNIT ONE", P.B. 14, pages 118 thru 120
COLLIER COUNTY, FLORIDA

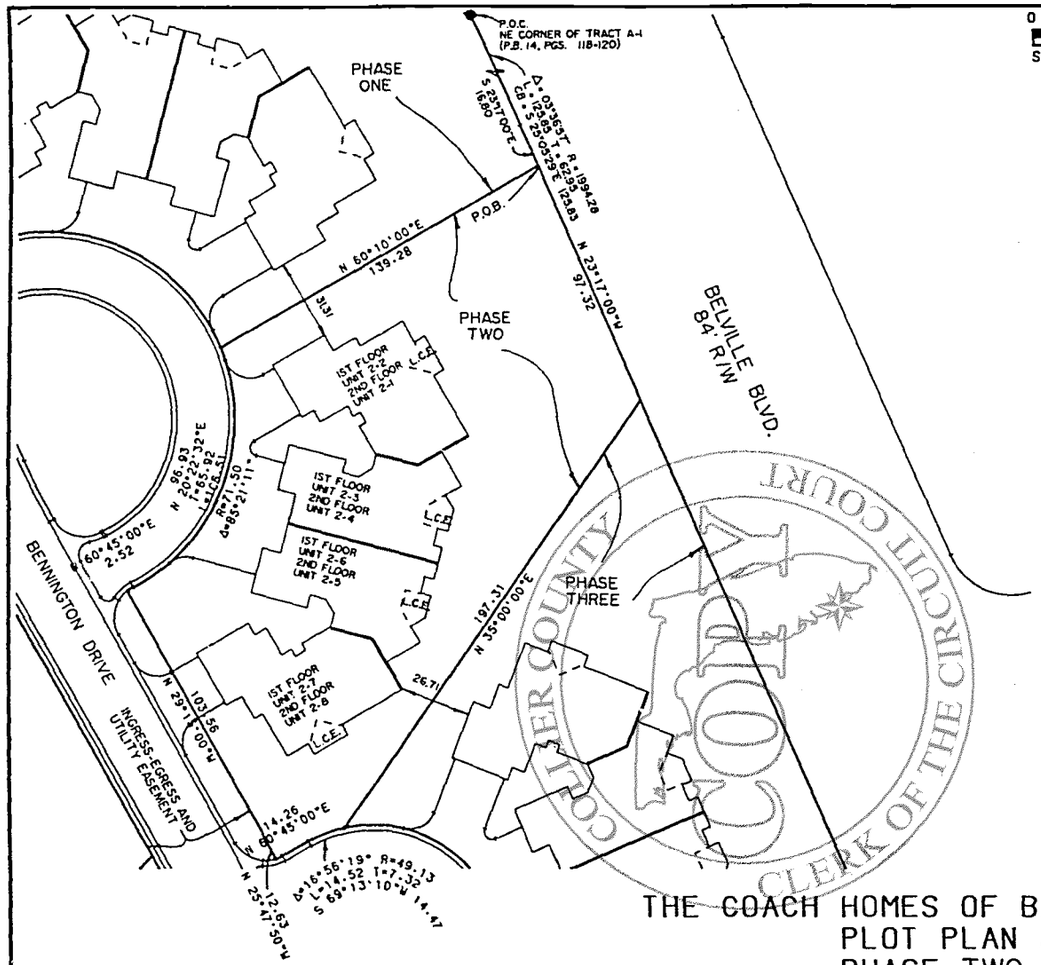
EXHIBIT "C" SHEET 1 OF 33

WILSON, MILLER, BARTON, SOLL, & PEEK, INC.
ENGINEERS, PLANNERS, & LAND SURVEYORS NAPLES, FLORIDA

FOR: BENNINGTON GROUP, INC.
DATE: OCT. 1988
SCALE: AS SHOWN
DRAWN BY: M.T.
CHECKED: M.C.L.
W.O.#: 6685.2
FILE # 3C-457 SHEET 1 OF 33

1 POOL & REC. PARCEL SHEET ONE - 140CO.2493PF: BRKTRA 15010 28-Oct-88 11:44 AM / 26894-191

0001424 OR BOOK 000212 PAGE



Description of Condo Phase 2 of part of
Tract A-1, A-2 and A-3 of Berkshire Lakes Unit I
(P.B. 14, pages 118-120)
Collier County, Florida

All that part of Tracts A-1, A-2 and A-3 of Berkshire Lakes Unit 1 (P.B. 14, pages 118-120), Collier County, Florida, being more particularly described as follows:
Commencing at the northeast corner of said Tract A-1;
thence southeasterly 125.85 feet along the arc of a circular curve concave to the southwest having a radius of 1994.28 feet through a central angle of 3°-36'-57" and being subtended by a chord which bears South 25°-05'-29" East 125.83 feet;
thence South 23°-17'-00" East 16.80 feet to the POINT OF BEGINNING of the parcel herein described:
thence South 23°-17'-00" East 97.32 feet;
thence South 35°-00'-00" West 197.31 feet to a point on a curve;
thence southwesterly 14.52 feet along the arc of a non-tangential circular curve concave to the southeast having a radius of 49.13 feet through a central angle of 16°-56'-19" and being subtended by a chord which bears South 69°-13'-10" West 14.47 feet;
thence South 60°-45'-00" West 14.25 feet;
thence North 25°-47'-50" West 12.63 feet;
thence North 29°-15'-00" West 103.56 feet;
thence North 60°-45'-00"" East 2.52 feet;
thence northeasterly 106.51 feet along the arc of a circular curve concave to the northwest having a radius of 71.50 feet through a central angle of 85°-21'-11" and being subtended by a chord which bears North 20°-22'-31" East 96.93 feet;
thence along a non-tangential line North 60°-10'-00" East 139.28 feet to the Point of Beginning of the parcel herein described:
subject to easements and restrictions of record;
containing .60 acres more or less;
bearings are based on P.B. 14, pages 118-120.

CERTIFICATE: (NOT A SURVEY, CERTIFICATE FOR FUTURE USE)
WE HEREBY CERTIFY to The Bennington Group Inc.

that a BOUNDARY SURVEY of phase Two of The Coach Homes of Berkshire Lakes, being a part of tracts A-1, A-2 & A-3 of Berkshire Lakes, Unit one, P.B. 14 pages 118-120 Collier County, Florida, was completed under our direction on

To the best of our knowledge and belief, this BOUNDARY SURVEY meets the minimum technical standards set forth by the Florida Board of Land Surveyors, pursuant to Section 472.027, Florida Statues, and Chapter 21HH-6, Florida Administrative Code.

WILSON, MILLER, BARTON, SOLL & PEEK, INC.
Reg. Engineers and Land Surveyors

By---------- DATE----------
Michael C. LaMura P.L.S. #4247

NOTE: This Certification is only for the lands as described. It is not a certification of title, zoning, easements or freedom of encumbrances. This Certification is not valid unless signed by surveyor and sealed with the surveyor's embossed seal.

ABSTRACT NOT REVIEWED.

THE COACH HOMES OF BERKSHIRE LAKES, A CONDOMINIUM
PLOT PLAN AND SKETCH AND DESCRIPTION OF PHASE TWO

GENERAL NOTES:
1) ALL IMPROVEMENTS SHOWN HEREON ARE PROPOSED AS OF SEPT. 1988.
2) SEE ATTACHMENTS FOR LEGAL DESCRIPTIONS OF THE CONDOMINIUM PARCELS, RECREATIONAL PARCEL AND INGRESS AND EGRESS EASEMENT.
3) (L.C.E.) = LIMITED COMMON ELEMENT (C.E.) = COMMON ELEMENT
4) DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.
5) ALL CURVES ARE CIRCULAR CURVES AND ALL DIMENSIONS ON CURVES ARE ARC LENGTHS UNLESS NOTED OTHERWISE. "L"= ARC. "CD"= CHORD DISTANCE, "CH"= CHORD, "R"= RADIUS; "Δ"= DELTA
6) U.E. = UTILITY EASEMENT.
7) P.O.C. = POINT OF COMMENCEMENT
8) P.O.B. = POINT OF BEGINNING
9) ELEVATIONS ARE BASED ON NATIONAL GEODETIC VERTICAL DATUM
10) SURVEYS OF INDIVIDUAL PHASES WILL BE COMPLETED WITH ISSUE OF SUBSTANTIAL COMPLETION CERTIFICATES.

TRACTS A-1, A-2, & A-3
"BERKSHIRE LAKES UNIT ONE", P.B. 14, pages 118 thru 120
COLLIER COUNTY, FLORIDA

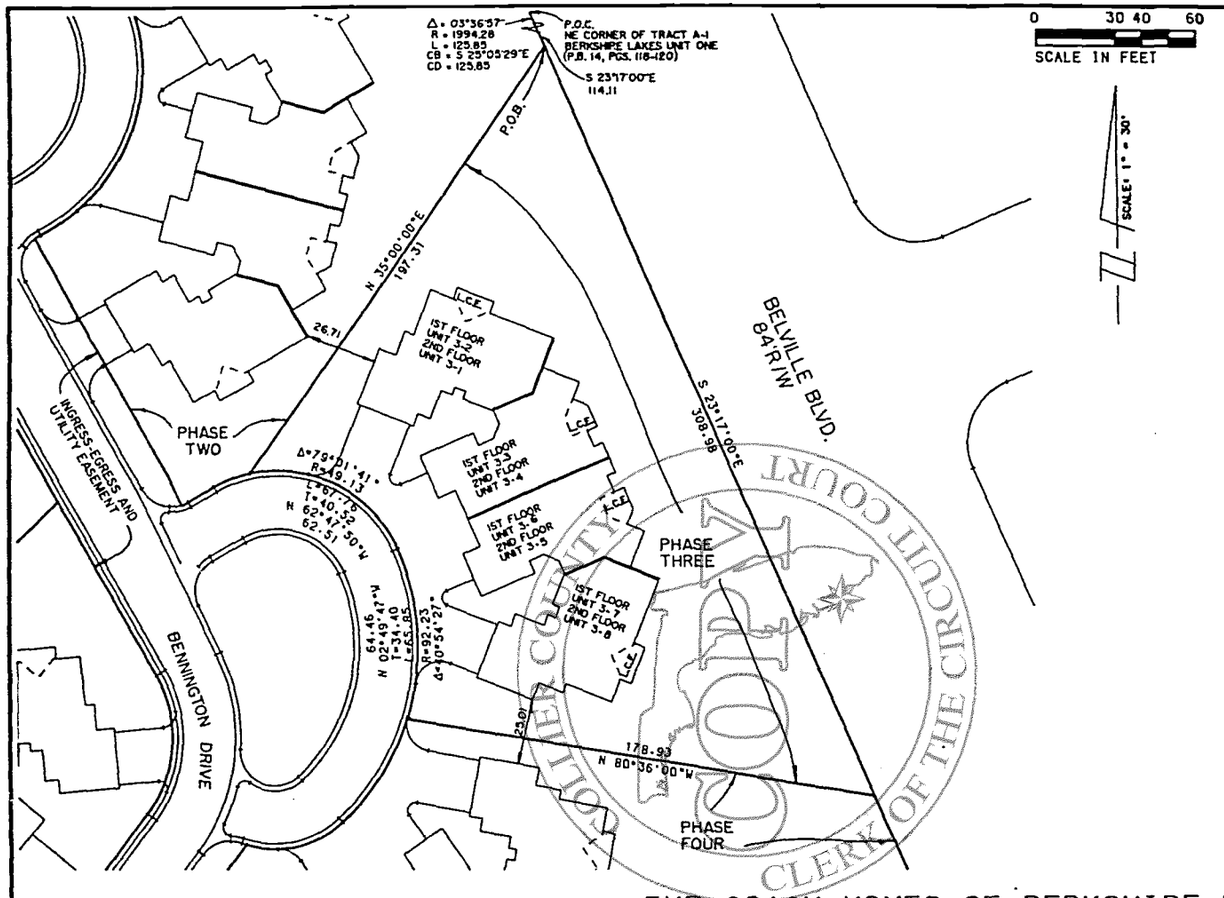
EXHIBIT "C" SHEET 2 OF 33

FOR: BENNINGTON GROUP, INC.
DATE: NOV. 1988
SCALE: AS SHOWN
DRAWN BY: M.T.
CHECKED: M.C.L.
W.O.#: 6685.2
FILE # 3C-457 SHEET 2 OF 33

WILSON, MILLER, BARTON, SOLL, & PEEK, INC.
ENGINEERS, PLANNERS, & LAND SURVEYORS NAPLES, FLORIDA

[P] PHASE TWO PLOT PLAN - 140CO.249JPF- BRXTRA 16031 13-Dec-88 09:42 AM / 28994-181

001424 OR BOOK 000213 PAGE



Description of Condo Phase 3 of part of
Tract A-1, A-2 and A-3 of Berkshire Lakes Unit 1
(P.B. 14, pages 118-120)
Collier County, Florida

All that part of Tracts A-1, A-2 and A-3 of Berkshire Lakes Unit 1 (P.B. 14, pages 118-120), Collier County, Florida, being more particularly described as follows:
Commencing at the northeast corner of said Tract A-1;
thence southeasterly 125.85 feet along the arc of a circular curve concave to the southwest having a radius of 1994.28 feet through a central angle of 3°-36'-57" and being subtended by a chord which bears South 25°-05'-29" East 125.83 feet;
thence South 23°-17'-00" East 114.11 feet to the POINT OF BEGINNING of the parcel herein described;
thence South 23°-17'-00" East 309.98 feet;
thence North 80°-36'-00" West 178.93 feet to a point on a curve;
thence northwesterly 65.95 feet along the arc of a non-tangential circular curve concave to the northwest having a radius of 92.23 feet through a central angle of 40°-54'-27" and being subtended by a chord which bears North 2°-49'-47" West 64.46 feet to a point of compound curvature;
thence northwesterly 67.76 feet along the arc of a circular curve concave to the southwest having a radius of 49.13 feet through a central angle of 79°-01'-41" and being subtended by a chord which bears North 62°-47'-50" West 62.51 feet;
thence along a non-tangential line North 35°-00'-00" East 197.31 feet to the Point of Beginning of the parcel herein described;
subject to easements and restrictions of record;
containing .71 acres more or less;
bearings are based on P.B. 14, pages 118-120.

CERTIFICATE: (NOT A SURVEY, CERTIFICATE FOR FUTURE USE)
WE HEREBY CERTIFY to The Bennington Group Inc.

that a BOUNDARY SURVEY of phase Three of The Coach Homes of Berkshire Lakes, being a part of tracts A-1, A-2 & A-3 of Berkshire Lakes, Unit one, P.B. 14 pages 118-120 Collier County, Florida, was completed under our direction on

To the best of our knowledge and belief, this BOUNDARY SURVEY meets the minimum technical standards set forth by the Florida Board of Land Surveyors, pursuant to Section 472.027, Florida Statutes, and Chapter 21HH-6, Florida Administrative Code.

WILSON, MILLER, BARTON, SOLL & PEEK, INC.
Reg. Engineers and Land Surveyors

By---------- DATE----------
Michael C. LaMure P.L.S. #4247

NOTE: This Certification is only for the lands as described. It is not a certification of title, zoning, easements or freedom of encumbrances. This Certification is not valid unless signed by surveyor and sealed with the surveyor's embossed seal.

ABSTRACT NOT REVIEWED.

THE COACH HOMES OF BERKSHIRE LAKES, A CONDOMINIUM
PLOT PLAN AND SKETCH AND DESCRIPTION OF PHASE THREE

GENERAL NOTES:
1) ALL IMPROVEMENTS SHOWN HEREON ARE PROPOSED AS OF SEPT. 1988.
2) SEE ATTACHMENTS FOR LEGAL DESCRIPTIONS OF THE CONDOMINIUM PARCELS, RECREATIONAL PARCEL AND INGRESS AND EGRESS EASEMENT.
3) (L.C.E.) = LIMITED COMMON ELEMENT (C.E.) = COMMON ELEMENT
4) DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.
5) ALL CURVES ARE CIRCULAR CURVES AND ALL DIMENSIONS ON CURVES ARE ARC LENGTHS UNLESS NOTED OTHERWISE. "L"= ARC. "CD"= CHORD DISTANCE, "CH"= CHORD, "R"= RADIUS; "Δ"= DELTA.
6) U.E. = UTILITY EASEMENT.
7) P.O.C. = POINT OF COMMENCEMENT
8) P.O.B. = POINT OF BEGINNING
9) ELEVATIONS ARE BASED ON NATIONAL GEODETIC VERTICAL DATUM
10) SURVEYS OF INDIVIDUAL PHASES WILL BE COMPLETED WITH ISSUE OF SUBSTANTIAL COMPLETION CERTIFICATES.

TRACTS A-1, A-2, & A-3
"BERKSHIRE LAKES UNIT ONE", P.B. 14, pages 118 thru 120
COLLIER COUNTY, FLORIDA

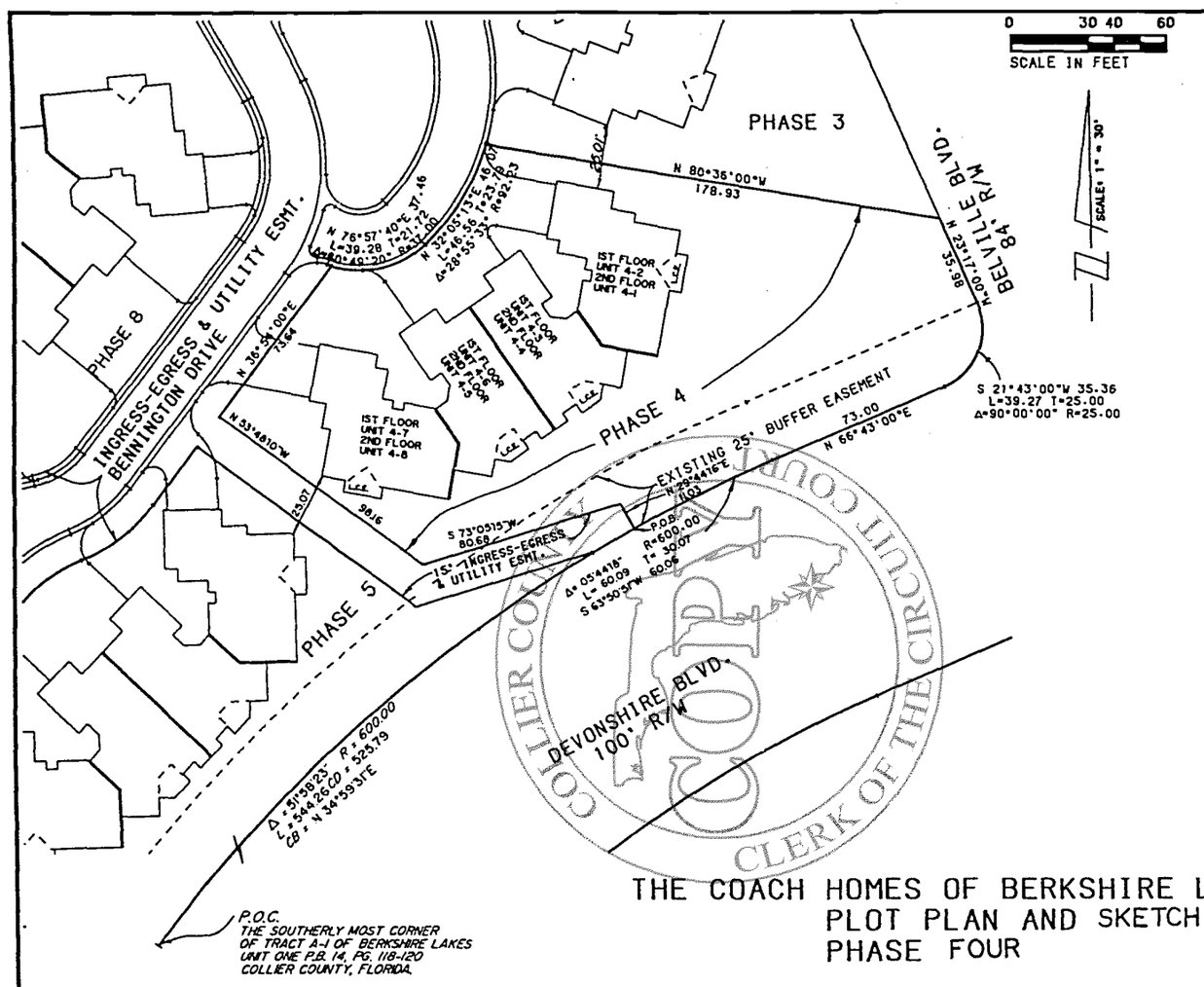
EXHIBIT "C" SHEET 3 OF 33

WILSON, MILLER, BARTON, SOLL, & PEEK, INC.
ENGINEERS, PLANNERS, & LAND SURVEYORS NAPLES, FLORIDA

FOR: BENNINGTON GROUP, INC.
DATE: NOV. 1988
SCALE: AS SHOWN
DRAWN BY: M.T.
CHECKED: M.C.L.
W.O.#: 6685.2
FILE # 3C-457 SHEET 3 OF 33

EP3 PHASE THREE PLOT PLAN - 1008ED.249JPF: BRXTRA 16033 13-Oct-88 10:57 AM / 28994-1008

001424 OR BOOK 000214 PAGE



Description of Condominium Phase 4 of part of Tract A-1, A-2 and A-3 of Berkshire Lakes Unit 1 (P.B. 14, pages 118-120) Collier County, Florida

All that part of Tracts A-1, A-2 and A-3 of Berkshire Lakes Unit 1 (P.B. 14, pages 118-120) Collier County, Florida, being more particularly described as follows:

Commencing at the southernmost corner of said Tract A-1; thence northeasterly 544.26 feet along the arc of a circular curve concave to the southeast having a radius of 600.00 feet through a central angle of 51°-58'-23" and being subtended by a chord which bears North 34°-59'-37" East 525.79 feet to the POINT OF BEGINNING of the parcel herein described;

thence along a non-tangential line North 29°-44'-16" East 11.03 feet;
thence South 73°-05'-15" West 80.68 feet;
thence North 53°-48'-10" West 98.16 feet;
thence North 36°-54'-00" East 73.64 feet to a point on a curve;
thence northeasterly 39.28 feet along the arc of a circular curve concave to the northwest having a radius of 25.00 feet, through a central angle of 90°-00'-00" and being subtended by a chord which bears North 76°-57'-40" East 37.46 feet to a point of compound curve;
thence northeasterly 46.56 feet along the arc of a circular curve concave to the northwest having a radius of 92.33 feet, through a central angle of 28°-53'-33" and being subtended by a chord which bears North 32°-05'-13" East 46.07 feet;
thence along a non-tangential line South 89°-36'-00" East 178.93 feet;
thence South 27°-17'-00" East 35.98 feet;
thence southeasterly, southerly and southwesterly 39.27 feet along the arc of a circular curve concave to the northwest having a radius of 25.00 feet, through a central angle of 90°-00'-00" and being subtended by a chord which bears South 27°-43'-00" West 35.36 feet;
thence South 66°-43'-00" West 73.00 feet;
thence southwesterly 60.09 feet along the arc of a circular curve concave to the southeast having a radius of 600.00 feet through a central angle of 05°-44'-18" and being subtended by a chord which bears South 63°-50'-31" West 60.06 feet to the Point of Beginning of the parcel herein described;

subject to easements and restrictions of record;
containing 5.70 acres of land more or less;
bearings are based on P.B. 14, pages 118-120.

CERTIFICATE: (NOT A SURVEY, CERTIFICATE FOR FUTURE USE)
WE HEREBY CERTIFY to Bennington Group Inc.

that a BOUNDARY SURVEY of phase four of The Coach Homes of Berkshire Lakes, Unit one, P.B. 14, pages 118-120 Collier County, Florida, was completed under our direction on

To the best of our knowledge and belief, this SURVEY meets the minimum technical standards set forth by the Florida Board of Land Surveyors, pursuant to Section 472.027, Florida Statues, and Chapter 21HH-6, Florida Administrative Code.

WILSON, MILLER, BARTON, SOLL & PEEK, INC.
Reg. Engineers and Land Surveyors

By_____ DATE_____
Michael C. LaMure P.L.S. #4247

NOTE: This Certification is only for the lands as described. It is not a certification of title, zoning, easements or freedom of encumbrances. This Certification is not valid unless signed by surveyor and sealed with the surveyor's embossed seal.

ABSTRACT NOT REVIEWED.

THE COACH HOMES OF BERKSHIRE LAKES, A CONDOMINIUM
PLOT PLAN AND SKETCH AND DESCRIPTION OF PHASE FOUR

GENERAL NOTES:
1) ALL IMPROVEMENTS SHOWN HEREON ARE PROPOSED AS OF SEPT. 1988.
2) SEE ATTACHMENTS FOR LEGAL DESCRIPTIONS OF THE CONDOMINIUM PARCELS. RECREATIONAL PARCEL AND INGRESS AND EGRESS EASEMENT.
3) (L.C.E.) = LIMITED COMMON ELEMENT (C.E.) = COMMON ELEMENT
4) DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.
5) ALL CURVES ARE CIRCULAR CURVES AND ALL DIMENSIONS ON CURVES ARE ARC LENGTHS UNLESS NOTED OTHERWISE. "L"= ARC. "CD"= CHORD DISTANCE. "CH"= CHORD, "R"= RADIUS; "Δ"= DELTA
6) U.E. = UTILITY EASEMENT.
7) P.O.C. = POINT OF COMMENCEMENT
8) P.O.B. = POINT OF BEGINNING
9) ELEVATIONS ARE BASED ON NATIONAL GEODETIC VERTICAL DATUM
10) SURVEYS OF INDIVIDUAL PHASES WILL BE COMPLETED WITH ISSUE OF SUBSTANTIAL COMPLETION CERTIFICATES.

TRACTS A-1, A-2, & A-3
"BERKSHIRE LAKES UNIT ONE", P.B. 14, pages 118 thru 120
COLLIER COUNTY, FLORIDA

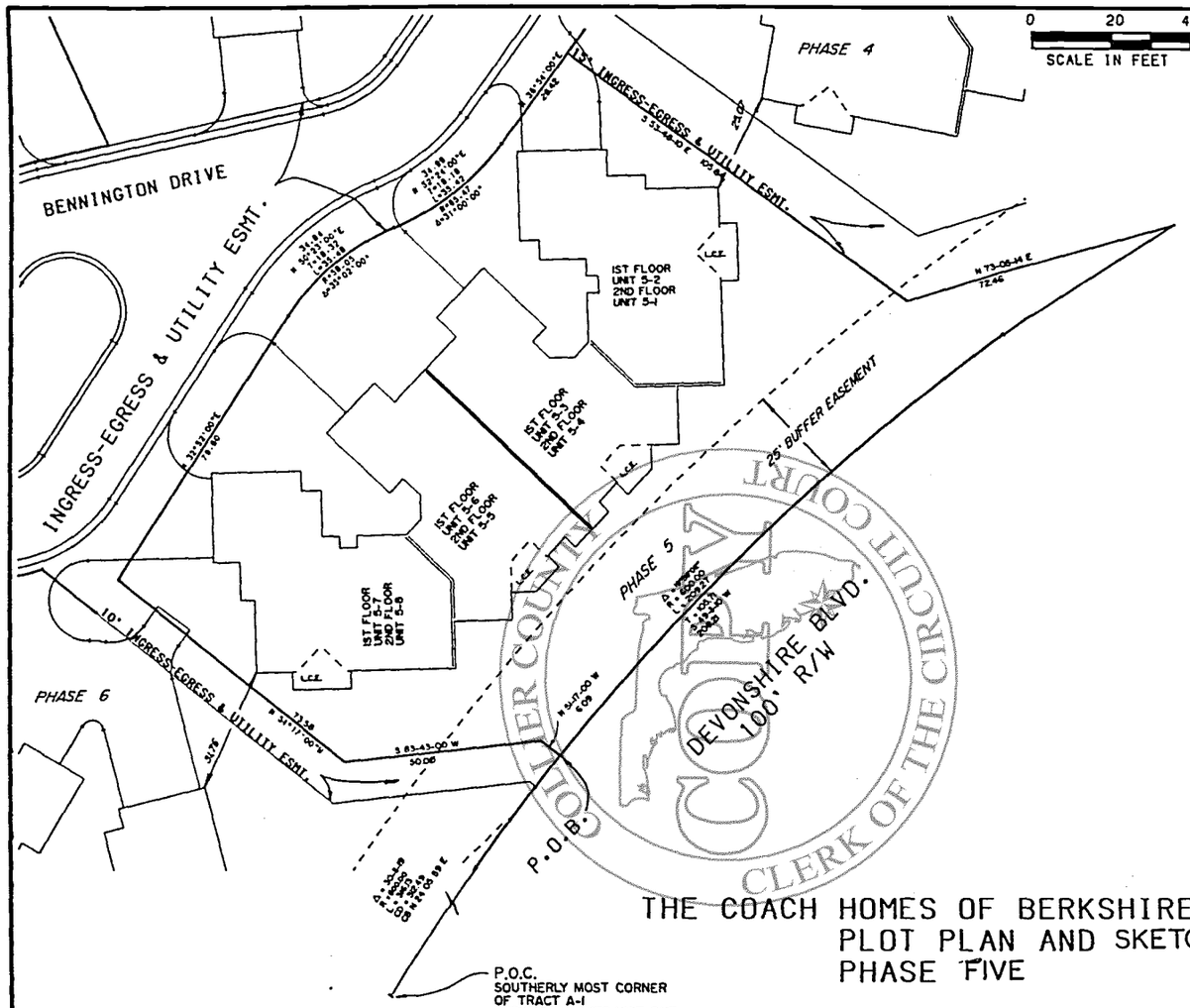
EXHIBIT "C" SHEET 4 OF 33

WILSON, MILLER, BARTON, SOLL, & PEEK, INC.
ENGINEERS, PLANNERS, & LAND SURVEYORS NAPLES, FLORIOA

FOR: BENNINGTON GROUP, INC.
DATE: NOV. 1988
SCALE: AS SHOWN
DRAWN BY: M.T.
CHECKED: M.C.L.
W.O.#: 6685.2
FILE # 3C-457 SHEET 4 OF 33

EP3 PHASE FOUR PLOT PLAN - 140CO.249JPF: BRKTRA 16026 23-Nov-88 10:57 AM / 26994-110

001424 OR BOOK 000215 PAGE



Description of Condominium Phase 5 of parts of Tract A-1, A-2 and A-3 of Berkshire Lakes Unit 1 (P.B. 14, pages 118-120) Collier County, Florida

All that part of Tracts A-1, A-2 and A-3 of Berkshire Lakes Unit 1 (P.B. 14, pages 118-120) Collier County, Florida, being more particularly described as follows:
Commencing at a point on a curve and the southernmost corner of said Tract A-1;
thence northeasterly 118.13 feet along the arc of a circular curve concave to the southeast, having a radius of 686.48 feet through a central angle of 09°-51'-15" and being subtended by a chord which bears North 24°-05'-58" East 117.98 feet to the POINT OF BEGINNING of the parcel herein described;
thence North 51°-57'-46" West 8.89 feet;
thence South 83°-43'-00" West 50.00 feet;
thence North 51°-57'-46" West 73.58 feet;
thence North 22°-57'-46" East 79.68 feet;
thence northeasterly 33.49 feet along the arc of a circular curve concave southeasterly having a radius of 56.85 feet through a central angle of 33°-45'-00" and being subtended by a chord which bears North 39°-23'-46" East 34.94 feet to a point of reverse curvature;
thence northeasterly 35.42 feet along the arc of a circular curve concave northwesterly having a radius of 61.47 feet through a central angle of 33°-00'-00" and being subtended by a chord which bears North 33°-24'-46" East 34.93 feet;
thence North 50°-54'-46" East 28.62 feet;
thence South 53°-46'-18" East 191.64 feet;
thence North 73°-08'-14" East 72.46 feet;
thence southwesterly 289.27 feet along the arc of a circular curve concave southeasterly having a radius of 480.00 feet through a central angle of 19°-29'-01" and being subtended by a chord which bears South 10°-11'-16" West 288.21 feet to the Point of Beginning of the parcel herein described;
subject to easements and restrictions of record;
containing 0.49 acres of land more or less;
bearings are based on P.B. 14, pages 118-120.

CERTIFICATE: (NOT A SURVEY, CERTIFICATE FOR FUTURE USE)
WE HEREBY CERTIFY to Bennington Group Inc.

that a BOUNDARY SURVEY of phase five of the Coach Homes of Berkshire Lakes, Unit one, P.B. 14, pages 118-120 Collier County, Florida, was completed under our direction on

To the best of our knowledge and belief, this SURVEY meets the minimum technical standards set forth by the Florida Board of Land Surveyors, pursuant to Section 472.027, Florida Statutes, and Chapter 21HH-6, Florida Administrative Code.

WILSON, MILLER, BARTON, SOLL & PEEK, INC.
Reg. Engineers and Land Surveyors

By_____ DATE_____
Michael C. LeMure P.L.S. #4247

NOTE: This Certification is only for the lands as described. It is not a certification of title, zoning, easements or freedom of encumbrances. This Certification is not valid unless signed by surveyor and sealed with the surveyor's embossed seal.

ABSTRACT NOT REVIEWED.

GENERAL NOTES:
1) ALL IMPROVEMENTS SHOWN HEREON ARE PROPOSED AS OF SEPT. 1988.
2) SEE ATTACHMENTS FOR LEGAL DESCRIPTIONS OF THE CONDOMINIUM PARCELS. RECREATIONAL PARCEL AND INGRESS AND EGRESS EASEMENT.
3) (L.C.E.) = LIMITED COMMON ELEMENT (C.E.) = COMMON ELEMENT
4) DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.
5) ALL CURVES ARE CIRCULAR CURVES AND ALL DIMENSIONS ON CURVES ARE ARC LENGTHS UNLESS NOTED OTHERWISE. "L"= ARC. "CD"= CHORD DISTANCE. "CH"= CHORD. "R"= RADIUS; "Δ"= DELTA
6) U.E. = UTILITY EASEMENT.
7) P.O.C. = POINT OF COMMENCEMENT
8) P.O.B. = POINT OF BEGINNING
9) ELEVATIONS ARE BASED ON NATIONAL GEODETIC VERTICAL DATUM
10) SURVEYS OF INDIVIDUAL PHASES WILL BE COMPLETED WITH ISSUE OF SUBSTANTIAL COMPLETION CERTIFICATES.

THE COACH HOMES OF BERKSHIRE LAKES, A CONDOMINIUM
PLOT PLAN AND SKETCH AND DESCRIPTION OF PHASE FIVE

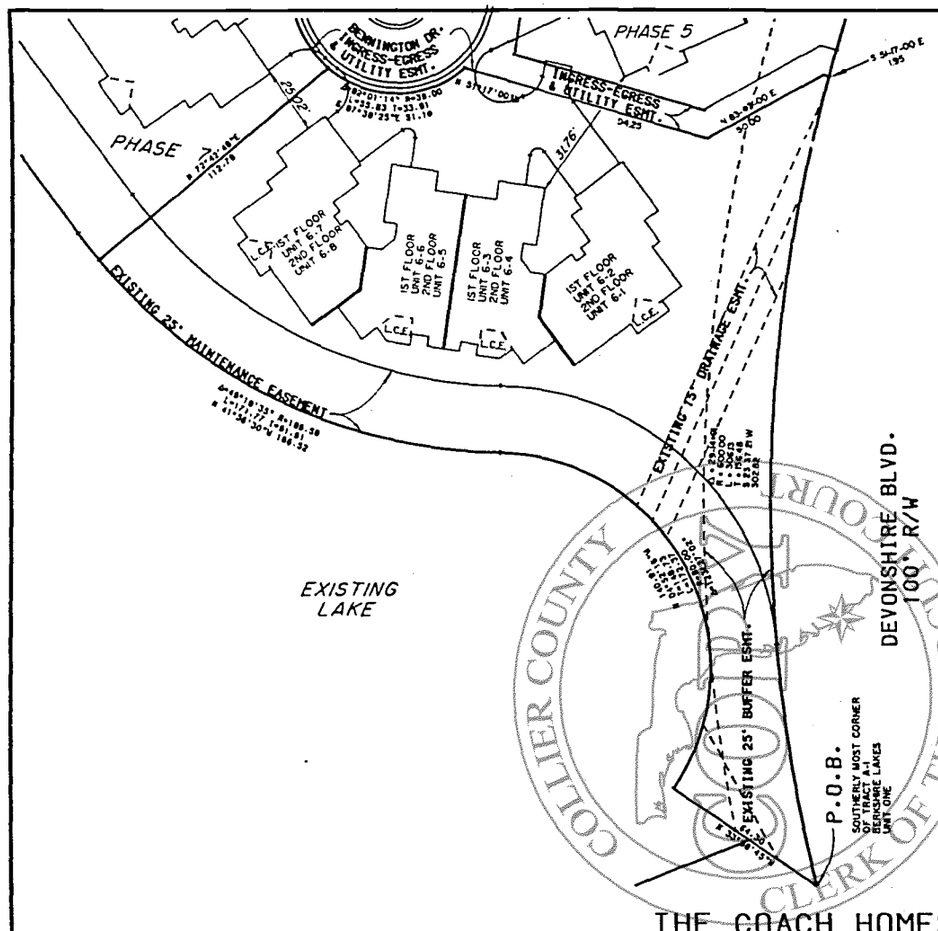
TRACTS A-1, A-2, & A-3
"BERKSHIRE LAKES UNIT ONE", P.B. 14, pages 118 thru 120
COLLIER COUNTY, FLORIDA

EXHIBIT "C" SHEET 5 OF 33

WILSON, MILLER, BARTON, SOLL, & PEEK, INC.
ENGINEERS, PLANNERS, & LAND SURVEYORS NAPLES, FLORIDA

FOR: BENNINGTON GROUP, INC.
DATE: NOV. 1988
SCALE: AS SHOWN
DRAWN BY: M.T.
CHECKED: M.C.L.
W.O.#: 6685.2
FILE # 3C-457 SHEET 5 OF 33

CLERK OF THE CIRCUIT COURT COLLIER COUNTY



0 30 40 60
SCALE IN FEET

Description of Condominium Phase 6 of part of Tract A-1, A-2 and A-3 of Berkshire Lakes Unit 1 (P.B. 14, pages 118-120) Collier County, Florida

All that part of Tracts A-1, A-2 and A-3 of Berkshire Lakes Unit 1 (P.B. 14, pages 118-120) Collier County, Florida, being more particularly described as follows:
Beginning at the southernmost corner of said Tract A-1;
thence North 37°-08'-45" West 64.30 feet to a point on a curve;
thence northwesterly, northerly and northeasterly 192.37 feet along the arc of a non-tangential circular curve concave southwesterly having a radius of 80.00 feet through a central angle of 137°-47'-03" and being subtended by a chord which bears North 84°-52'-16" West 148.91 feet to a point of reverse curvature;
thence northwesterly 171.77 feet along the arc of a circular curve concave northeasterly having a radius of 199.59 feet through a central angle of 49°-18'-14" and being subtended by a chord which bears South 41°-56'-25" West 166.52 feet;
thence along a non-tangential line North 72°-43'-40" East 112.76 feet;
thence southeasterly 55.93 feet along the arc of a circular curve concave northeasterly having a radius of 39.88 feet through a central angle of 80°-21'-14" and being subtended by a chord which bears South 67°-39'-25" East 51.38 feet;
thence along a non-tangential line South 51°-13'-48" East 94.25 feet;
thence North 83°-43'-09" East 48.30 feet;
thence South 51°-17'-25" East 3.95 feet to a point on a curve;
thence southwesterly 196.13 feet along the arc of a circular curve concave southeasterly having a radius of 498.84 feet through a central angle of 22°-31'-01" and being subtended by a chord which bears South 33°-37'-31" West 192.82 feet to the Point of Beginning of the parcel herein described;
subject to easements and restrictions of record;
containing 0.79 acres of land more or less;
bearings are based on P.B. 14, pages 118 through 120.

CERTIFICATE: (NOT A SURVEY, CERTIFICATE FOR FUTURE USE)
WE HEREBY CERTIFY to Bennington Group Inc.

that a BOUNDARY SURVEY of phase six of the Coach Homes of Berkshire Lakes, Unit one, P.B. 14, pages 118-120 Collier County, Florida, was completed under our direction on

To the best of our knowledge and belief, this SURVEY meets the minimum technical standards set forth by the Florida Board of Land Surveyors, pursuant to Section 472.027, Florida Statues, and Chapter 21HH-6, Florida Administrative Code.

WILSON, MILLER, BARTON, SOLL & PEEK, INC.
Reg. Engineers and Land Surveyors

By_____ DATE_____
Michael C. LeMure P.L.S. #4247

NOTE: This Certification is only for the lands as described. It is not a certification of title, zoning, easements or freedom of encumbrances. This Certification is not valid unless signed by surveyor and sealed with the surveyor's embossed seal.

ABSTRACT NOT REVIEWED.

THE COACH HOMES OF BERKSHIRE LAKES, A CONDOMINIUM
PLOT PLAN AND SKETCH AND DESCRIPTION OF PHASE SIX

GENERAL NOTES:
1) ALL IMPROVEMENTS SHOWN HEREON ARE PROPOSED AS OF SEPT. 1988.
2) SEE ATTACHMENTS FOR LEGAL DESCRIPTIONS OF THE CONDOMINIUM PARCELS, RECREATIONAL PARCEL AND INGRESS AND EGRESS EASEMENT.
3) (L.C.E.) = LIMITED COMMON ELEMENT (C.E.) = COMMON ELEMENT
4) DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.
5) ALL CURVES ARE CIRCULAR CURVES AND ALL DIMENSIONS ON CURVES ARE ARC LENGTHS UNLESS NOTED OTHERWISE. "L"= ARC. "CD"= CHORD DISTANCE, "CH"= CHORD, "R"= RADIUS, "Δ"= DELTA
6) U.E. = UTILITY EASEMENT.
7) P.D.C. = POINT OF COMMENCEMENT
8) P.O.B. = POINT OF BEGINNING
9) ELEVATIONS ARE BASED ON NATIONAL GEODETIC VERTICAL DATUM
10) SURVEYS OF INDIVIDUAL PHASES WILL BE COMPLETED WITH ISSUE OF SUBSTANTIAL COMPLETION CERTIFICATES.

TRACTS A-1, A-2, & A-3
"BERKSHIRE LAKES UNIT ONE", P.B. 14, pages 118 thru 120
COLLIER COUNTY, FLORIDA

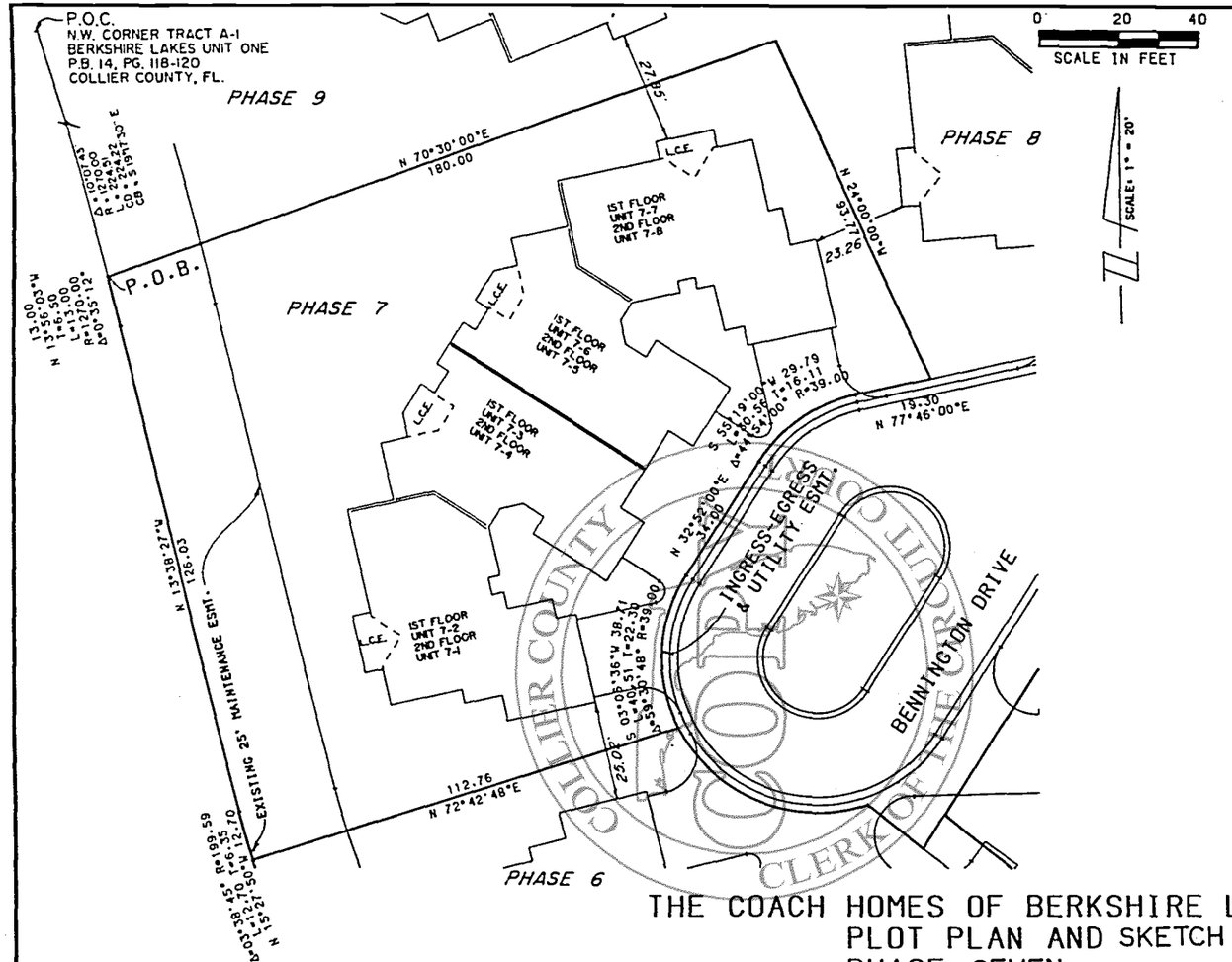
EXHIBIT "C" SHEET 6 OF 33

WILSON, MILLER, BARTON, SOLL, & PEEK, INC.
ENGINEERS, PLANNERS, & LAND SURVEYORS NAPLES, FLORIDA

FOR: BENNINGTON GROUP, INC.
DATE: NOV. 1988
SCALE: AS SHOWN
DRAWN BY: M.T.
CHECKED: M.C.L.
W.O.#: 6685.2
FILE # 3C-457 SHEET 6 OF 33

COLLIER COUNTY CLERK OF THE CIRCUIT COURT

001424 OR BOOK 000217 PAGE



Description of Condominium Phase 7 of part of
Tract A-1 and A-2 of Berkshire Lakes Unit 1
(P.B. 14, pages 118-123)
Collier County, Florida

All that part of Tracts A-1 and A-2 of Berkshire Lakes Unit 1 (P.B. 14, pages 118-120) Collier County, Florida, being more particularly described as follows;
Commencing at the northwest corner of said Tract A-1;
thence southeasterly 224.51 feet along the arc of a circular curve concave to the southwest, having a radius of 1270.00 feet through a central angle of 10°-07'-43" and being subtended by a chord which bears South 19°-17'-30" East 224.22 feet to the POINT OF BEGINNING of the parcel herein described;
thence North 70°-30'-00" East 180.00 feet;
thence South 24°-00'-00" East 93.77 feet;
thence South 77°-46'-00" West 19.30 feet;
thence southeasterly 30.56 feet along the arc of a circular curve concave southwesterly having a radius of 39.00 feet through a central angle of 44°-54'-00" and being subtended by a chord which bears South 55°-19'-00" West 29.79 feet;
thence South 32°-52'-00" West 34.00 feet;
thence southerly 40.51 feet along the arc of a circular curve concave easterly having a radius of 39.00 feet through a central angle of 59°-30'-48" and being subtended by a chord which bears South 03°-06'-36" West 38.71 feet;
thence along a non-tangential line South 72°-42'-48" West 112.76 feet to a point on a curve;
thence westerly 12.70 feet along the arc of a circular curve concave easterly having a radius of 195.59 feet through a central angle of 03°-43'-45" and being subtended by a chord which bears North 15°-27'-50" West 12.70 feet;
thence North 13°-38'-27" West 126.03 feet;
thence northerly 13.00 feet along the arc of a circular curve concave westerly having a radius of 1270.00 feet through a central angle of 00°-35'-12" and being subtended by a chord which bears North 13°-56'-03" West 13.00 feet to the Point of Beginning of the parcel herein described;
subject to easements and restrictions of record;
containing 0.53 acres of land more or less;
bearings are based on P.B. 14, pages 119 through 120.

CERTIFICATE: (NOT A SURVEY, CERTIFICATE FOR FUTURE USE)
WE HEREBY CERTIFY to Bennington Group Inc.

that a BOUNDARY SURVEY of phase seven of the Coach Homes of Berkshire Lakes, Unit one, P.B. 14, pages 118-120 Collier County, Florida, was completed under our direction on

To the best of our knowledge and belief, this SURVEY meets the minimum technical standards set forth by the Florida Board of Land Surveyors, pursuant to Section 472.027, Florida Statues, and Chapter 21HH-6, Florida Administrative Code.

WILSON, MILLER, BARTON, SOLL & PEEK, INC.
Reg. Engineers and Land Surveyors

By---------- DATE----------
Michael C. LeMure P.L.S. #4247

NOTE: This Certification is only for the lands as described. It is not a certification of title, zoning, easements or freedom of encumbrances. This Certification is not valid unless signed by surveyor and sealed with the surveyor's embossed seal.

ABSTRACT NOT REVIEWED.

THE COACH HOMES OF BERKSHIRE LAKES, A CONDOMINIUM
PLOT PLAN AND SKETCH AND DESCRIPTION OF PHASE SEVEN

GENERAL NOTES:
1) ALL IMPROVEMENTS SHOWN HEREON ARE PROPOSED AS OF SEPT. 1988.
2) SEE ATTACHMENTS FOR LEGAL DESCRIPTIONS OF THE CONDOMINIUM PARCELS, RECREATIONAL PARCEL AND INGRESS AND EGRESS EASEMENT.
3) (L.C.E.) = LIMITED COMMON ELEMENT (C.E.) = COMMON ELEMENT
4) DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.
5) ALL CURVES ARE CIRCULAR CURVES AND ALL DIMENSIONS ON CURVES ARE ARC LENGTHS UNLESS NOTED OTHERWISE. "L"= ARC. "CD"= CHORD DISTANCE. "CH"= CHORD. "R"= RADIUS; "Δ"= DELTA
6) U.E. = UTILITY EASEMENT.
7) P.O.C. = POINT OF COMMENCEMENT
8) P.O.B. = POINT OF BEGINNING
9) ELEVATIONS ARE BASED ON NATIONAL GEODETIC VERTICAL DATUM
10) SURVEYS OF INDIVIDUAL PHASES WILL BE COMPLETED WITH ISSUE OF SUBSTANTIAL COMPLETION CERTIFICATES.

TRACTS A-1, A-2, & A-3
"BERKSHIRE LAKES UNIT ONE", P.B. 14, pages 118 thru 120
COLLIER COUNTY, FLORIDA

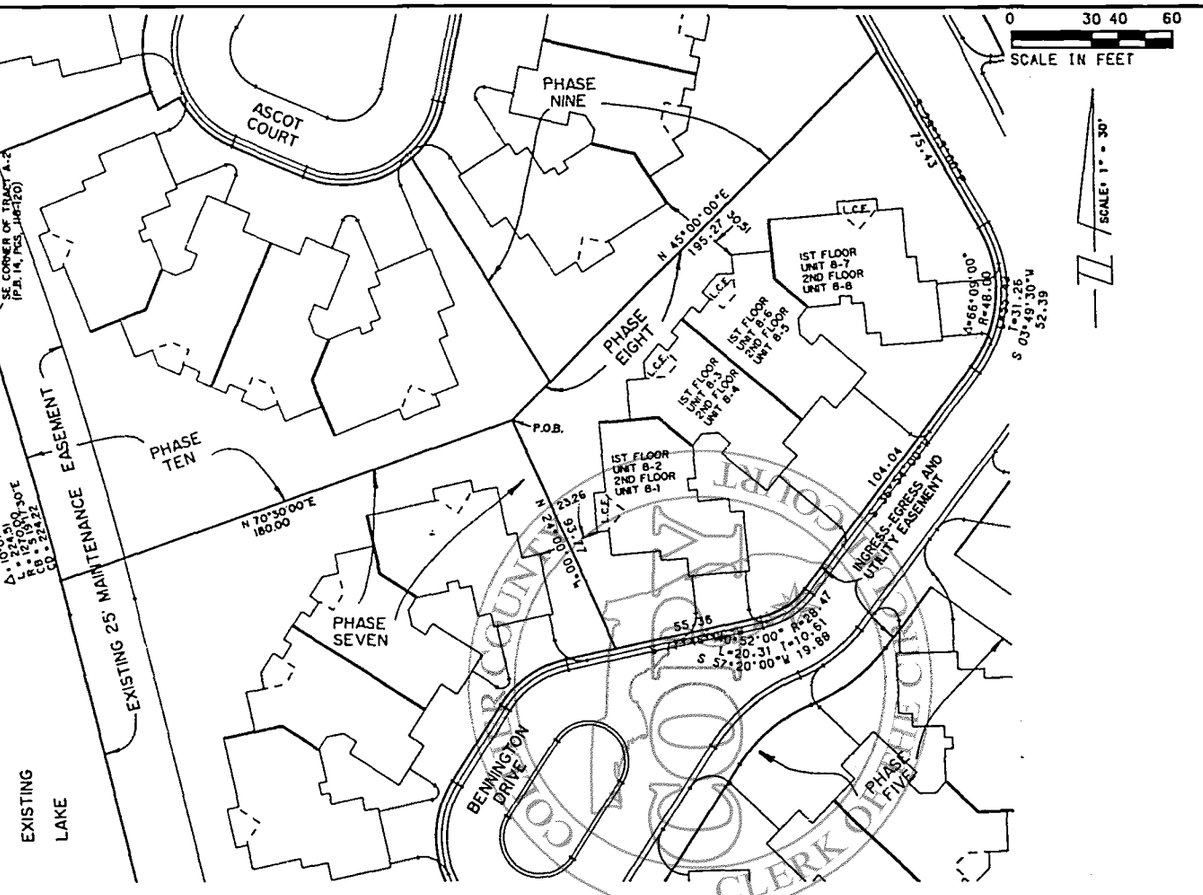
EXHIBIT "C" SHEET 7 OF 33

WILSON, MILLER, BARTON, SOLL, & PEEK, INC.
ENGINEERS, PLANNERS, & LAND SURVEYORS NAPLES, FLORIDA

FOR: BENNINGTON GROUP, INC.
DATE: NOV. 1988
SCALE: AS SHOWN
DRAWN BY: M.T.
CHECKED: M.C.L.
W.O.#: 6685.2
FILE # 3C-457 SHEET 7 OF 33

: PHASE SEVEN PLOT PLAN - 140CO.249JPF: BRKTRA 16022 09-Nov-88 09:21 AM / 26994-191

0001424 OR BOOK 000218 PAGE



Description of condo Phase 8 of part of
Tracts A-1, A-2 and A-3 of Berkshire Lakes Unit 1
(P.B. 14, pages 118-120) Collier County, Florida

All that part of Tracts A-1, A-2 and A-3 of Berkshire Lakes Unit One (P.B. 14, pages 118-120) Collier County, Florida, being more particularly described as follows;
Commencing at the southeast corner of said Tract A-2;
thence southeasterly 224.51 feet along the arc of a circular curve concave to the southwest having a radius of 1270.00 feet through a central angle of 10°-07'-44" and being subtended by a chord which bears South 19°-17'-30" East 224.22 feet;
thence along a non-tangential line North 70°-30'-00" East 180.00 feet to the *POINT OF BEGINNING* of the parcel herein described;
thence North 45°-00'-00" East 195.27 feet;
thence South 29°-15'-00" East 75.43 feet;
thence southerly 55.42 feet along the arc of a circular curve concave westerly having a radius of 48.00 feet through a central angle of 66°-09'-00" and being subtended by a chord which bears South 03°-49'-30" West 52.39 feet;
thence South 36°-54'-00" West 104.04 feet;
thence southwesterly 20.31 feet along the arc of a circular curve concave northwesterly having a radius of 28.47 feet through a central angle of 40°-52'-00" and being subtended by a chord which bears South 57°-20'-00" West 19.88 feet;
thence South 77°-46'-00" West 55.36 feet;
thence North 24°-00'-00" West 93.77 feet to the Point of *Beginning* of the parcel herein described;
subject to easements and restrictions of record;
containing .50 acres more or less;
bearings are based on (P.B. 14, pages 118-120) Collier County Public Records, Collier County, Florida;

CERTIFICATE: (NOT A SURVEY, CERTIFICATE FOR FUTURE USE)
WE HEREBY CERTIFY to Bennington Group Inc.

that a BOUNDARY SURVEY of phase Eight of The Coach Homes of Berkshire Lakes, being a part of tracts A-1, A-2 & A-3 of Berkshire Lakes, Unit one, P.B. 14 pages 118-120 Collier County, Florida, was completed under our direction on

To the best of our knowledge and belief, this BOUNDARY SURVEY meets the minimum technical standards set forth by the Florida Board of Land Surveyors, pursuant to Section 472.027, Florida Statues, and Chapter 21HH-6, Florida Administrative Code.

WILSON, MILLER, BARTON, SOLL & PEEK, INC.
Reg. Engineers and Land Surveyors

By---------- DATE----------
Michael C. LaMure P.L.S. #4247

NOTE: This Certification is only for the lands as described. It is not a certification of title, zoning, easements or freedom of encumbrances. This Certification is not valid unless signed by surveyor and sealed with the surveyor's embossed seal.

ABSTRACT NOT REVIEWED.

THE COACH HOMES OF BERKSHIRE LAKES, A CONDOMINIUM
PLOT PLAN AND SKETCH AND DESCRIPTION OF PHASE EIGHT

GENERAL NOTES:
1) ALL IMPROVEMENTS SHOWN HEREON ARE PROPOSED AS OF SEPT. 1988.
2) SEE ATTACHMENTS FOR LEGAL DESCRIPTIONS OF THE CONDOMINIUM PARCELS, RECREATIONAL PARCEL AND INGRESS AND EGRESS EASEMENT.
3) (L.C.E.) = LIMITED COMMON ELEMENT (C.E.) = COMMON ELEMENT
4) DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.
5) ALL CURVES ARE CIRCULAR CURVES AND ALL DIMENSIONS ON CURVES ARE ARC LENGTHS UNLESS NOTED OTHERWISE. "L"= ARC, "CD"= CHORD DISTANCE, "CH"= CHORD, "R"= RADIUS; "Δ"= DELTA
6) U.E. = UTILITY EASEMENT.
7) P.O.C. = POINT OF COMMENCEMENT
8) P.O.B. = POINT OF BEGINNING
9) ELEVATIONS ARE BASED ON NATIONAL GEODETIC VERTICAL DATUM
10) SURVEYS OF INDIVIDUAL PHASES WILL BE COMPLETED WITH ISSUE OF SUBSTANTIAL COMPLETION CERTIFICATES.

TRACTS A-1, A-2, & A-3
"BERKSHIRE LAKES UNIT ONE", P.B. 14, pages 118 thru 120
COLLIER COUNTY, FLORIDA

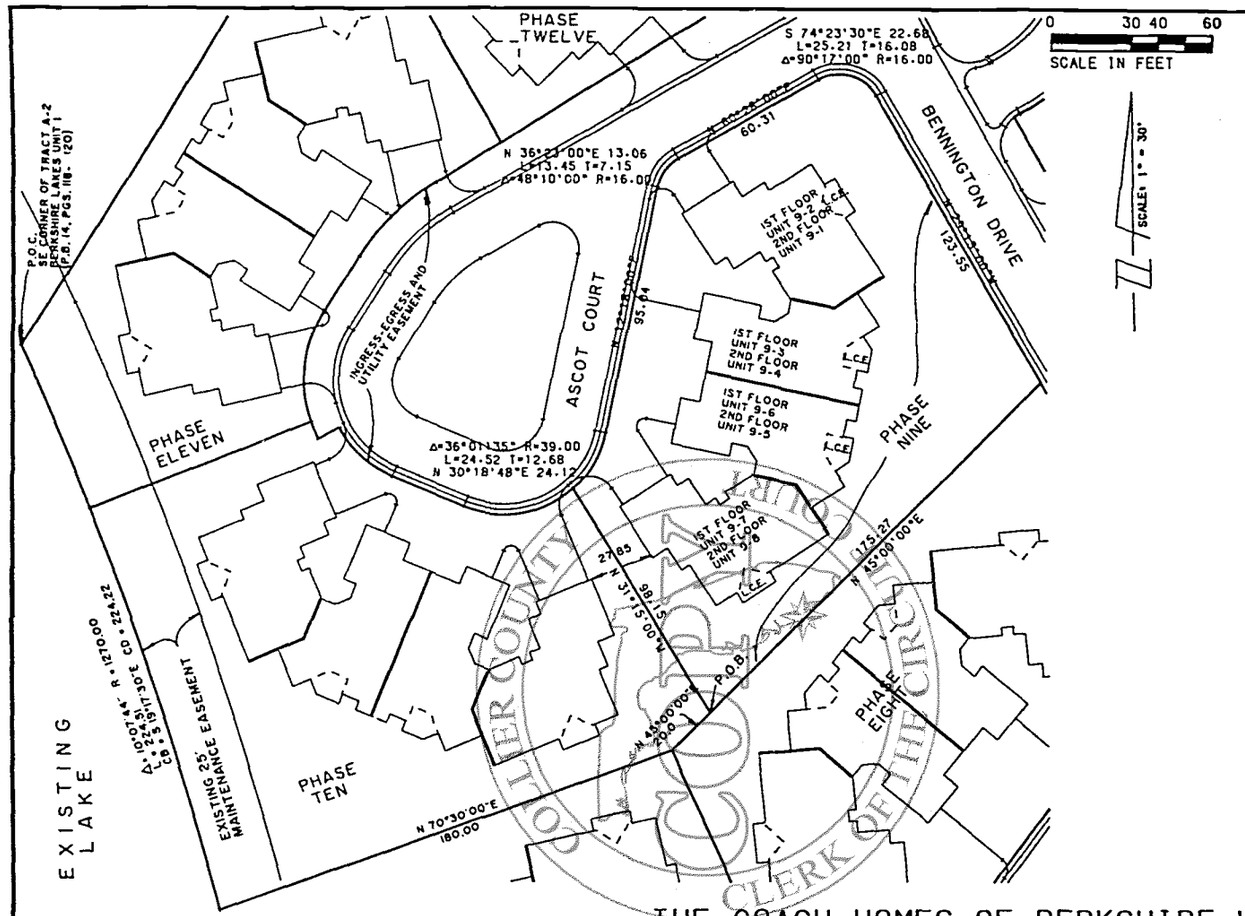
EXHIBIT "C" SHEET 8 OF 33

WILSON, MILLER, BARTON, SOLL, & PEEK, INC.
ENGINEERS, PLANNERS, & LAND SURVEYORS NAPLES, FLORIDA

FOR: BENNINGTON GROUP, INC.
DATE: NOV. 1988
SCALE: AS SHOWN
DRAWN BY: M.T.
CHECKED: M.C.L.
W.O.#: 6685.2
FILE # 3C-457 SHEET 8 OF 33

CLERK OF COURTS

001424 OR BOOK 000219 PAGE



Description of condo Phase 9 of part of
Tracts A-1, A-2 and A-3 of Berkshire Lakes Unit 1
(P.B. 14, pages 118-120) Collier County, Florida

All that part of Tracts A-1, A-2 and A-3 of Berkshire Lakes Unit One (P.B. 14, pages 118-120) Collier County, Florida, being more particularly described as follows:
Commencing at the southeast corner of said Tract A-2;
thence southeasterly 224.51 feet along the arc of a circular curve concave to the southwest having a radius of 1270.00 feet through a central angle of 10°-07'-44" and being subtended by a chord which bears South 19°-17'-30" East 224.22 feet;
thence along a non-tangential line North 70°-30'-00" East 180.00 feet;
thence North 45°-00'-00" East 20.00 feet to the POINT OF BEGINNING of the parcel herein described:
thence North 31°-15'-00" West 98.15 feet;
thence northwesterly 24.52 feet along the arc of a non-tangential circular curve concave northwesterly having a radius of 39.00 feet through a central angle of 36°-01'-35" and being subtended by a chord which bears North 30°-18'-48" East 24.12 feet;
thence North 12°-18'-00" East 95.04 feet;
thence northeasterly 13.45 feet along the arc of a circular curve concave southeasterly having a radius of 16.00 feet through a central angle of 48°-10'-00" and being subtended by a chord which bears North 36°-23'-00" East 13.06 feet;
thence North 60°-28'-00" East 60.31 feet;
thence northeasterly, easterly and southeasterly 25.21 feet along the arc of a circular curve concave southerly having a radius of 16.00 feet through a central angle of 90°-17'-00" and being subtended by a chord which bears South 74°-23'-30" East 22.68 feet;
thence South 29°-15'-00" East 123.55 feet;
thence South 45°-00'-00" West 175.27 feet to the Point of Beginning of the parcel herein described;
subject to easements and restrictions of record;
contening .54 acres more or less;
bearings are based on (P.B. 14, pages 113-120) Collier County Public Records, Collier County, Florida;

CERTIFICATE: (NOT A SURVEY, CERTIFICATE FOR FUTURE USE)
WE HEREBY CERTIFY to Bennington Group Inc.

that a BOUNDARY SURVEY of phase Nine of The Coach Homes of Berkshire Lakes, being a part of tracts A-1, A-2 & A-3 of Berkshire Lakes, Unit one, P.B. 14 pages 118-120 Collier County, Florida, was completed under our direction on

To the best of our knowledge and belief, this BOUNDARY SURVEY meets the minimum technical standards set forth by the Florida Board of Land Surveyors, pursuant to Section 472.027, Florida Statues, and Chapter 21HH-6, Florida Administrative Code.

WILSON, MILLER, BARTON, SOLL & PEEK, INC.
Reg. Engineers and Land Surveyors

By_____ DATE_____
Michael C. LeMure P.L.S. #4247

NOTE: This Certification is only for the lands as described. It is not a certification of title, zoning, easements or freedom of encumbrances. This Certification is not valid unless signed by surveyor and sealed with the surveyor's embossed seal.

ABSTRACT NOT REVIEWED.

THE COACH HOMES OF BERKSHIRE LAKES, A CONDOMINIUM
PLOT PLAN AND SKETCH AND DESCRIPTION OF PHASE NINE

GENERAL NOTES:
1) ALL IMPROVEMENTS SHOWN HEREON ARE PROPOSED AS OF SEPT. 1988.
2) SEE ATTACHMENTS FOR LEGAL DESCRIPTIONS OF THE CONDOMINIUM PARCELS, RECREATIONAL PARCEL AND INGRESS AND EGRESS EASEMENT.
3) (L.C.E.) = LIMITED COMMON ELEMENT (C.E.) = COMMON ELEMENT
4) DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.
5) ALL CURVES ARE CIRCULAR CURVES AND ALL DIMENSIONS ON CURVES ARE ARC LENGTHS UNLESS NOTED OTHERWISE. "L"= ARC, "CD"= CHORD DISTANCE. "CH"= CHORD, "R"= RADIUS; "Δ"= DELTA
6) U.E. = UTILITY EASEMENT.
7) P.O.C. = POINT OF COMMENCEMENT
8) P.O.B. = POINT OF BEGINNING
9) ELEVATIONS ARE BASED ON NATIONAL GEODETIC VERTICAL DATUM
10) SURVEYS OF INDIVIDUAL PHASES WILL BE COMPLETED WITH ISSUE OF SUBSTANTIAL COMPLETION CERTIFICATES.

TRACTS A-1, A-2, & A-3
"BERKSHIRE LAKES UNIT ONE", P.B. 14, pages 118 thru 120
COLLIER COUNTY, FLORIDA

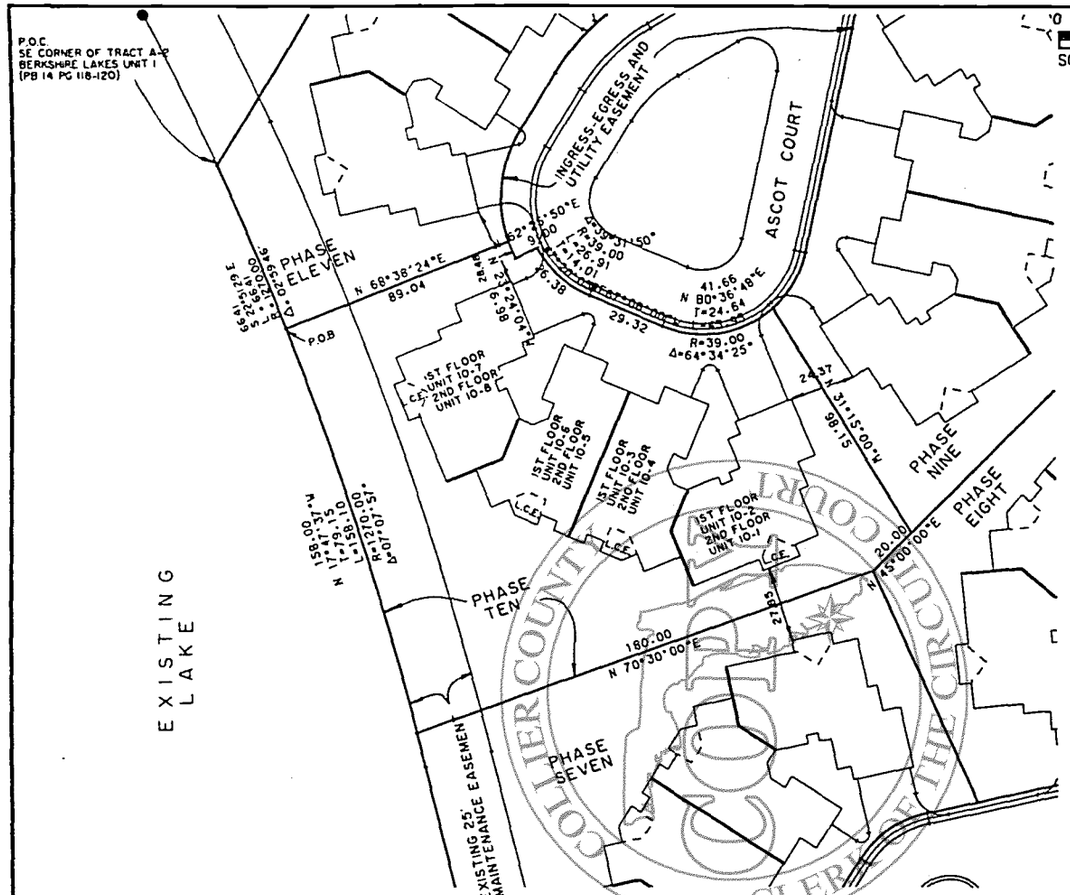
EXHIBIT "C" SHEET 9 OF 33

WILSON, MILLER, BARTON, SOLL, & PEEK, INC.
ENGINEERS, PLANNERS, & LAND SURVEYORS NAPLES, FLORIDA

FOR: BENNINGTON GROUP, INC.
DATE: NOV. 1988
SCALE: AS SHOWN
DRAWN BY: M.T.
CHECKED: M.C.L.
W.O.#: 6685.2
FILE # 3C-457 SHEET 9 OF 33

CPJ PHASE NINE PLOT PLAN - 1400.0-249JPF: BRKTRA 16037 12-Dec-88 11:14 AM / 26994-191

001424 OR BOOK 000220 PAGE



Description of condo Phase 10 of part of
Tracts A-1, A-2 and A-3 of Berkshire Lakes Unit 1
(P.B. 14, pages 118-120) Collier County, Florida

All that part of Tracts A-1, A-2 and A-3 of Berkshire Lakes Unit One (P.B. 14, pages 118-120) Collier County, Florida, being more particularly described as follows;
Commencing at the southeast corner of said Tract A-2;
thence southeasterly 66.41 feet along the arc of a circular curve concave to the southwest having a radius of 1270.00 feet through a central angle of 2°-59'-46" and being subtended by a chord which bears South 22°-51'-29" East 66.41 feet to the POINT OF BEGINNING of the parcel herein described;
thence North 68°-38'-24" East 89.04 feet;
thence South 23°-24'-04" East 6.98 feet;
thence North 62°-25'-50" East 9.00 feet to a point on a curve;
thence southeasterly 26.91 feet along the arc of a non-tangential circular curve concave northeasterly having a radius of 39.00 feet through a central angle of 39°-31'-50" and being subtended by a chord which bears South 47°-20'-05" East 26.38 feet;
thence South 67°-06'-00" East 29.32 feet;
thence easterly 43.95 feet along the arc of a circular curve concave northerly having a radius of 39.00 feet through a central angle of 64°-34'-25" and being subtended by a chord which bears North 30°-36'-48" East 41.66 feet;
thence along a non-tangentiel line South 31°-15'-00" East 98.15 feet;
thence South 45°-00'-00" West 20.00 feet;
thence South 70°-30'-00" West 180.00 feet;
thence northerly 158.10 feet along the arc of a non-tangential circular curve concave westerly having a radius of 1270.00 feet through a central angle of 07°-07'-57" and being subtended by a chord which beare North 17°-47'-37" West 158.00 feet to tha
Point of Beginning of the parcel herein described;
subject to easements and restrictions of record;
containing .58 acres more or less;
Bearings are based on (P.B. 14, pages 118-120) Collier County Public Records, Collier County, Florida;

CERTIFICATE: (NOT A SURVEY, CERTIFICATE FOR FUTURE USE)
WE HEREBY CERTIFY to Bennington Group Inc.

that a BOUNDARY SURVEY of phase Ten of The Coach Homes of Berkshire Lakes, being a part of tracts A-1, A-2 & A-3 of Berkshire Lakes, Unit one, P.B. 14 pages 118-120 Collier County, Florida, was completed under our direction on

To the best of our knowledge and belief, this BOUNDARY SURVEY meets the minimum technical standards set forth by the Florida Board of Land Surveyors, pursuant to Section 472.027, Florida Statues, and Chapter 21HH-6, Florida Administrative Code.

WILSON, MILLER, BARTON, SOLL & PEEK, INC.
Reg. Engineers and Land Surveyors

By_____ DATE_____
Michael C. LaMura P.L.S. #4247

NOTE: This Certification is only for the lands as described. It is not a certification of title, zoning, easements or freedom of encumbrances. This Certification is not valid unless signed by surveyor and sealed with the surveyor's embossed seal.

ABSTRACT NOT REVIEWED.

THE COACH HOMES OF BERKSHIRE LAKES, A CONDOMINIUM
PLOT PLAN AND SKETCH AND DESCRIPTION OF PHASE TEN

GENERAL NOTES:
1) ALL IMPROVEMENTS SHOWN HEREON ARE PROPOSED AS OF SEPT. 1988.
2) SEE ATTACHMENTS FOR LEGAL DESCRIPTIONS OF THE CONDOMINIUM PARCELS, RECREATIONAL PARCEL AND INGRESS AND EGRESS EASEMENT.
3) (L.C.E.) = LIMITED COMMON ELEMENT (C.E.) = COMMON ELEMENT
4) DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.
5) ALL CURVES ARE CIRCULAR CURVES AND ALL DIMENSIONS ON CURVES ARE ARC LENGTHS UNLESS NOTED OTHERWISE. "L"= ARC. "CO"= CHORD DISTANCE, "CH"= CHORD. "R"= RADIUS; "Δ"= DELTA
6) U.E. = UTILITY EASEMENT.
7) P.O.C. = POINT OF COMMENCEMENT
8) P.O.B. = POINT OF BEGINNING
9) ELEVATIONS ARE BASED ON NATIONAL GEODETIC VERTICAL DATUM
10) SURVEYS OF INDIVIDUAL PHASES WILL BE COMPLETED WITH ISSUE OF SUBSTANTIAL COMPLETION CERTIFICATES.

TRACTS A-1, A-2, & A-3
"BERKSHIRE LAKES UNIT ONE", P.B. 14, pages 118 thru 120
COLLIER COUNTY, FLORIDA

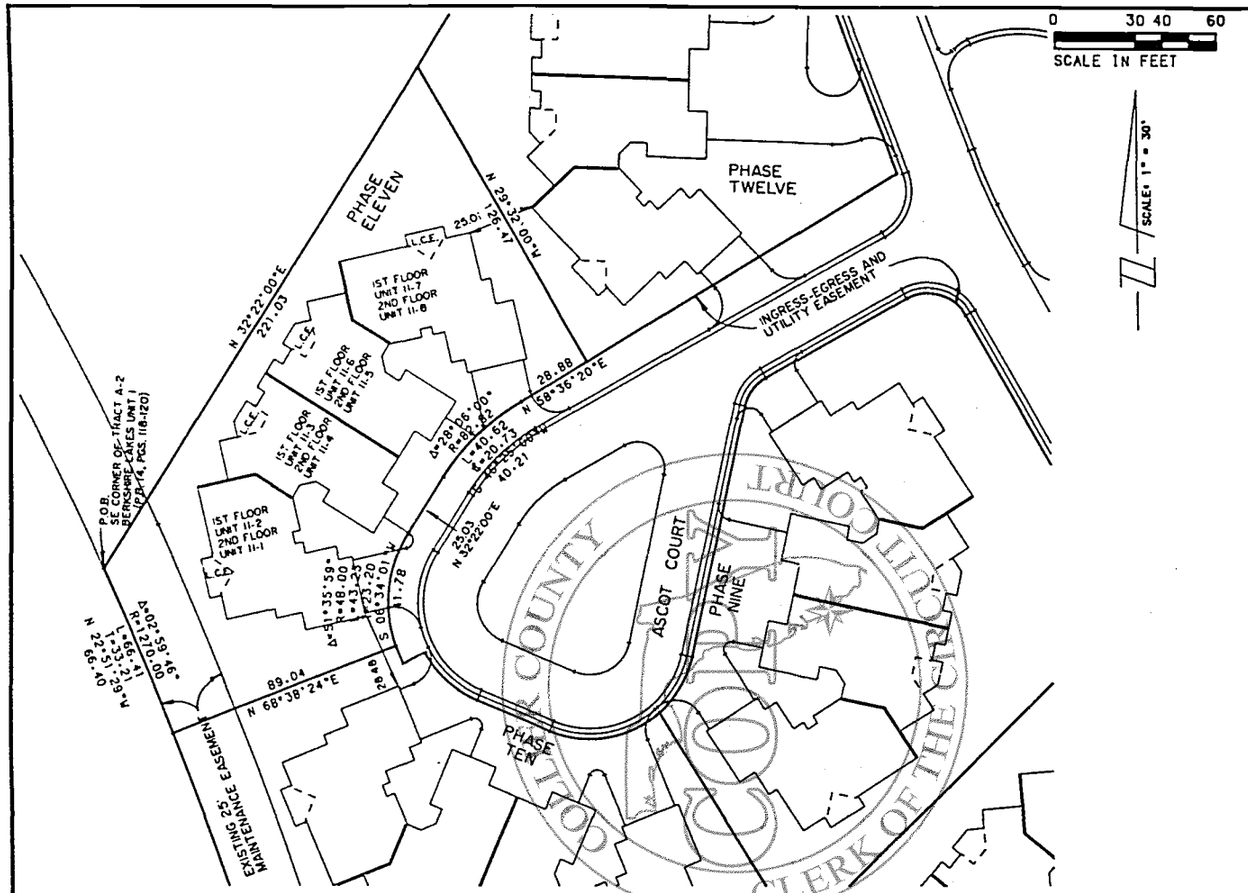
EXHIBIT "C" SHEET 10 OF 33

WILSON, MILLER, BARTON, SOLL, & PEEK, INC.
ENGINEERS, PLANNERS, & LAND SURVEYORS NAPLES, FLORIDA

FOR: BENNINGTON GROUP, INC.
DATE: NOV. 1988
SCALE: AS SHOWN
DRAWN BY: M.T.
CHECKED: M.C.L.
W.O.#: 6685.2
FILE # 3C-457 SHEET 10 OF 33

[P] PHASE TEN PLOT PLAN - 140ED.249JPF: BAKTRA 16039 12-Dec-88 11:49 AM / 28994-191

001424 OR BOOK 000221 PAGE



Description of condo Phase 11 of part of
Tracts A-1, A-2 and A-3 of Berkshire Lakes Unit 1
(P.B. 14, pages 118-120) Collier County, Florida

All that part of Tracts A-1, A-2 and A-3 of Berkshire Lakes Unit One (P.B. 14, pages 118-120) Collier County, Florida, being more particularly described as follows:

Beginning at the southeast corner of said Tract A-2;
thence North 32°-22'-00" East 221.03 feet;
thence South 29°-32'-00" East 126.47 feet;
thence South 58°-36'-20" West 28.88 feet;
thence southwesterly 40.62 feet along the arc of a non-tangential circular curve concave southeasterly having a radius of 80.82 feet through a central angle of 28°-06'-00" and being subtended by a chord which bears South 46°-25'-00" West 40.21 feet;
thence South 32°-22'-00" West 25.03 feet;
thence southerly 43.23 feet along the arc of a circular curve concave easterly having a radius of 48.00 feet through a central angle of 51°-35'-59" and being subtended by a chord which bears South 06°-34'-01" West 41.78 feet;
thence along a non-tangential line South 68°-39'-24" West 89.04 feet;
thence northerly 66.41 feet along the arc of a non-tangential circular curve concave westerly having a radius of 1270.00 feet through a central angle of 02°-59'-46" and being subtended by a chord which bears North 22°-51'-79" West 66.40 feet to the Point of Beginning of the parcel herein described;

subject to easements and restrictions of record;
containing .46 acres more or less;
bearings are based on (P.B. 14, pages 118-123) Collier County Public Records, Collier County, Florida:

CERTIFICATE: (NOT A SURVEY, CERTIFICATE FOR FUTURE USE)
WE HEREBY CERTIFY to The Bennington Group Inc.

that a BOUNDARY SURVEY of phase Eleven of The Coach Homes of Berkshire Lakes, being a part of tracts A-1, A-2 & A-3 of Berkshire Lakes Unit one, P.B. 14 pages 118-120 Collier County, Florida, was completed under our direction on

To the best of our knowledge and belief, this BOUNDARY SURVEY meets the minimum technical standards set forth by the Florida Board of Land Surveyors, pursuant to Section 472.027, Florida Statues, and Chapter 21HH-6, Florida Administrative Code.

WILSON, MILLER, BARTON, SOLL & PEEK, INC.
Reg. Engineers and Land Surveyors

By_____ DATE_____
Michael C. LeMura P.L.S. #4247

NOTE: This Certification is only for the lands as described. It is not a certification of title, zoning, easements or freedom of encumbrances. This Certification is not valid unless signed by surveyor and sealed with the surveyor's embossed seal.

ABSTRACT NOT REVIEWED.

THE COACH HOMES OF BERKSHIRE LAKES, A CONDOMINIUM
PLOT PLAN AND SKETCH AND DESCRIPTION OF PHASE ELEVEN

GENERAL NOTES:
1) ALL IMPROVEMENTS SHOWN HEREON ARE PROPOSED AS OF SEPT. 1988.
2) SEE ATTACHMENTS FOR LEGAL DESCRIPTIONS OF THE CONDOMINIUM PARCELS. RECREATIONAL PARCEL AND INGRESS AND EGRESS EASEMENT.
3) (L.C.E.) = LIMITED COMMON ELEMENT (C.E.) = COMMON ELEMENT
4) DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.
5) ALL CURVES ARE CIRCULAR CURVES AND ALL DIMENSIONS ON CURVES ARE ARC LENGTHS UNLESS NOTED OTHERWISE. "L"= ARC, "CD"= CHORD DISTANCE, "CH"= CHORD, "R"= RADIUS, "Δ"= DELTA
6) U.E. = UTILITY EASEMENT.
7) P.O.C. = POINT OF COMMENCEMENT
8) P.O.B. = POINT OF BEGINNING
9) ELEVATIONS ARE BASED ON NATIONAL GEODETIC VERTICAL DATUM
10) SURVEYS OF INDIVIDUAL PHASES WILL BE COMPLETED WITH ISSUE OF SUBSTANTIAL COMPLETION CERTIFICATES.

TRACTS A-1, A-2, & A-3
"BERKSHIRE LAKES UNIT ONE", P.B. 14, pages 118 thru 120
COLLIER COUNTY, FLORIDA

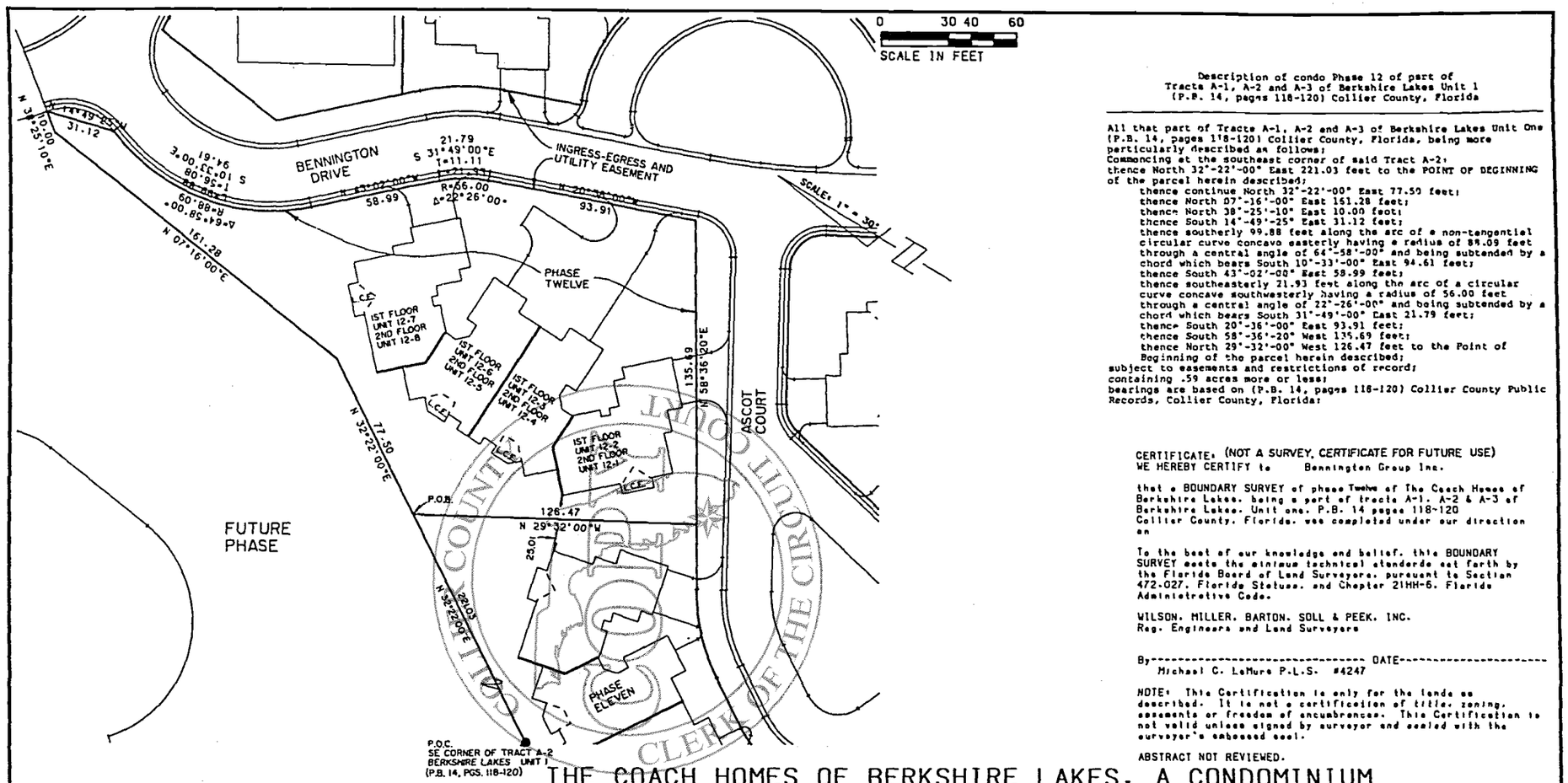
EXHIBIT "C" SHEET 11 OF 33

WILSON, MILLER, BARTON, SOLL, & PEEK, INC.
ENGINEERS, PLANNERS, & LAND SURVEYORS NAPLES, FLORIDA

FOR: BENNINGTON GROUP, INC.
DATE: NOV. 1988
SCALE: AS SHOWN
DRAWN BY: M.T.
CHECKED: M.C.L.
W.O.#: 6685.2
FILE # 3C-457 SHEET 11 OF 33

C:\ PHASE ELEVEN PLOT PLAN - 14DEC.249JPF: BRKTRA 16041 12-Dec-88 01:40 PM / 26994-181

001424 OR BOOK 000222 PAGE



Description of condo Phase 12 of part of
Tracts A-1, A-2 and A-3 of Berkshire Lakes Unit 1
(P.B. 14, pages 118-120) Collier County, Florida

All that part of Tracts A-1, A-2 and A-3 of Berkshire Lakes Unit One (P.B. 14, pages 118-120) Collier County, Florida, being more particularly described as follows:
Commencing at the southeast corner of said Tract A-2;
thence North 32°-22'-00" East 221.03 feet to the POINT OF BEGINNING of the parcel herein described;
thence continue North 32°-22'-00" East 77.50 feet;
thence North 07°-16'-00" East 181.28 feet;
thence North 30°-25'-10" East 10.00 feet;
thence South 14°-49'-25" East 31.12 feet;
thence southerly 99.88 feet along the arc of a non-tangential circular curve concave easterly having a radius of 88.09 feet through a central angle of 64°-58'-00" and being subtended by a chord which bears South 10°-33'-00" East 94.61 feet;
thence South 43°-02'-00" East 58.99 feet;
thence southeasterly 21.93 feet along the arc of a circular curve concave southwesterly having a radius of 56.00 feet through a central angle of 22°-26'-00" and being subtended by a chord which bears South 31°-49'-00" East 21.79 feet;
thence South 20°-36'-00" East 93.91 feet;
thence South 58°-36'-20" West 135.69 feet;
thence North 29°-32'-00" West 126.47 feet to the Point of Beginning of the parcel herein described;
subject to easements and restrictions of record;
containing .59 acres more or less;
bearings are based on (P.B. 14, pages 118-120) Collier County Public Records, Collier County, Florida;

CERTIFICATE: (NOT A SURVEY, CERTIFICATE FOR FUTURE USE)
WE HEREBY CERTIFY to Bennington Group Inc.

that a BOUNDARY SURVEY of phase Twelve of The Coach Homes of Berkshire Lakes, being a part of tracts A-1, A-2 & A-3 of Berkshire Lakes, Unit one, P.B. 14 pages 118-120 Collier County, Florida, was completed under our direction on

To the best of our knowledge and belief, this BOUNDARY SURVEY meets the minimum technical standards set forth by the Florida Board of Land Surveyors, pursuant to Section 472.027, Florida Statues, and Chapter 21HH-6, Florida Administrative Code.

WILSON, MILLER, BARTON, SOLL & PEEK, INC.
Reg. Engineers and Land Surveyors

By---------- DATE----------
Michael C. LeMure P.L.S. #4247

NOTE: This Certification is only for the lands as described. It is not a certification of title, zoning, easements or freedom of encumbrances. This Certification is not valid unless signed by surveyor and sealed with the surveyor's embossed seal.

ABSTRACT NOT REVIEWED.

THE COACH HOMES OF BERKSHIRE LAKES, A CONDOMINIUM
PLOT PLAN AND SKETCH AND DESCRIPTION OF PHASE TWELVE

GENERAL NOTES:
1) ALL IMPROVEMENTS SHOWN HEREON ARE PROPOSED AS OF SEPT. 1988.
2) SEE ATTACHMENTS FOR LEGAL DESCRIPTIONS OF THE CONDOMINIUM PARCELS, RECREATIONAL PARCEL AND INGRESS AND EGRESS EASEMENT.
3) (L.C.E.) = LIMITED COMMON ELEMENT (C.E.) = COMMON ELEMENT
4) DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.
5) ALL CURVES ARE CIRCULAR CURVES AND ALL DIMENSIONS ON CURVES ARE ARC LENGTHS UNLESS NOTED OTHERWISE. "L"= ARC, "CD"= CHORD DISTANCE, "CH"= CHORD, "R"= RADIUS; "Δ"= DELTA
6) U.E. = UTILITY EASEMENT.
7) P.O.C. = POINT OF COMMENCEMENT
8) P.O.B. = POINT OF BEGINNING
9) ELEVATIONS ARE BASED ON NATIONAL GEODETIC VERTICAL DATUM
10) SURVEYS OF INDIVIDUAL PHASES WILL BE COMPLETED WITH ISSUE OF SUBSTANTIAL COMPLETION CERTIFICATES.

TRACTS A-1, A-2, & A-3
"BERKSHIRE LAKES UNIT ONE", P.B. 14, pages 118 thru 120
COLLIER COUNTY, FLORIDA

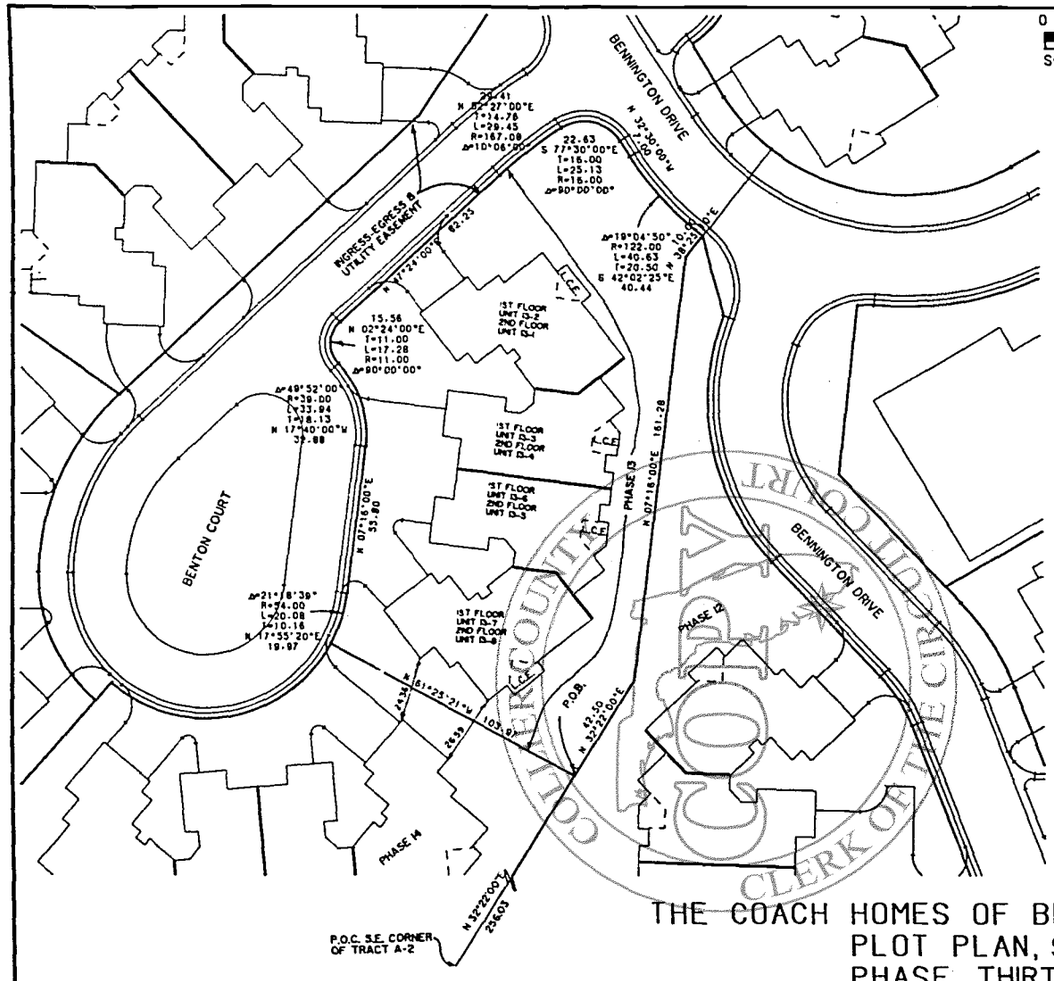
EXHIBIT "C" SHEET 12 OF 33

WILSON, MILLER, BARTON, SOLL, & PEEK, INC.
ENGINEERS, PLANNERS, & LAND SURVEYORS NAPLES, FLORIDA

FOR: BENNINGTON GROUP, INC.
DATE: NOV. 1988
SCALE: AS SHOWN
DRAWN BY: M.T.
CHECKED: M.C.L.
W.O.#: 6685.2
FILE # JC-457 SHEET 12 OF 33

CP] PHASE TWELEVE PLOT PLAN - 1400.0.2493PF: BRKTRA 16043 12-Dec-88 03:37 PM / 28994-181

001424 OR BOOK 000223 PAGE



Description of condo Phase 13 of part of Tracts A-1, A-2 and A-3 of Berkshire Lakes Unit 1 (P.B. 14, pages 118-120) Collier County, Florida

All that part of Tracts A-1, A-2 and A-3 of Berkshire Lakes Unit One (P.B. 14, pages 118-120) Collier County, Florida, being more particularly described as follows:

Commencing at the southeast corner of said Tract A-2; thence North 32°-22'-00" East 256.03 feet to the POINT OF BEGINNING of the herein described; thence North 81°-25'-21" West 103.97 feet to a point on a curve; thence northerly 20.88 feet along the arc of a non-tangential circular curve concave westerly having a radius of 54.00 feet through a central angle of 21°-18'-38" and being subtended by a chord which bears North 17°-55'-20" East 19.97 feet; thence North 07°-16'-00" East 35.80 feet; thence northwesterly 33.94 feet along the arc of a circular curve concave westerly having a radius of 39.00 feet through a central angle of 49°-52'-00" and being subtended by a chord which bears North 17°-40'-00" West 32.88 feet to a point of reverse curvature; thence northerly 17.28 feet along the arc of a circular curve concave easterly having a radius of 11.00 feet through a central angle of 90°-00'-00" and being subtended by a chord which bears North 32°-24'-00" East 15.56 feet; thence North 57°-24'-00" East 82.23 feet; thence northeasterly 39.45 feet along the arc of a circular curve concave southeasterly having a radius of 157.22 feet through a central angle of 14°-22'-03" and being subtended by a chord which bears North 53°-27'-01" East 39.34 feet to a point of compound curvature; thence easterly 29.11 feet along the arc of a circular curve concave southerly having a radius of 16.32 feet through a central angle of 90°-03'-58" and being subtended by a chord which bears South 77°-10'-02" East 12.45 feet; thence South 32°-30'-00" East 7.70 feet; thence southeasterly 40.41 feet along the arc of a circular curve concave northeasterly having a radius of 122.69 feet through a central angle of 18°-52'-00" and being subtended by a chord which bears South 43°-02'-25" East 40.44 feet; thence along a non-tangential line South 38°-25'-10" West 10.00 feet; thence South 32°-16'-05" West 161.23 feet; thence South 32°-22'-03" West 47.40 feet to the Point of Beginning;

subject to easements and restrictions of record;

Containing .53 acres more or less;

Bearings are based on (P.B. 14, pages 118-120) Collier County Public Records, Collier County, Florida.

CERTIFICATE: *(NOT A SURVEY, CERTIFICATE FOR FUTURE USE)*

WE HEREBY CERTIFY to Bennington Group Inc.

that a BOUNDARY SURVEY of phase 13 of The Coach Homes of Berkshire Lakes, being a part of tracts A-1, A-2 & A-3 of Berkshire Lakes, Unit one, P.B. 14 pages 118-120 Collier County, Florida, was completed under our direction on

To the best of our knowledge and belief, this BOUNDARY SURVEY meets the minimum technical standards set forth by the Florida Board of Land Surveyors, pursuant to Section 472.027, Florida Statues, and Chapter 21HH-6, Florida Administrative Code.

WILSON, MILLER, BARTON, SOLL & PEEK, INC.
Reg. Engineers and Land Surveyors

By:_____ DATE:_____
Michael C. LaMure P.L.S. #4247

NOTE: This Certification is only for the lands as described. It is not a certification of title, zoning, easements or freedom of encumbrances. This Certification is not valid unless signed by surveyor and sealed with the surveyor's embossed seal.

ABSTRACT NOT REVIEWED.

THE COACH HOMES OF BERKSHIRE LAKES, A CONDOMINIUM
PLOT PLAN, SKETCH & DESCRIPTION
PHASE THIRTEEN

GENERAL NOTES:
1) ALL IMPROVEMENTS SHOWN HEREON ARE PROPOSED AS OF SEPT. 1988.
2) SEE ATTACHMENTS FOR LEGAL DESCRIPTIONS OF THE CONDOMINIUM PARCELS. RECREATIONAL PARCEL AND INGRESS AND EGRESS EASEMENT.
3) (L.C.E.) = LIMITED COMMON ELEMENT (C.E.) = COMMON ELEMENT
4) DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.
5) ALL CURVES ARE CIRCULAR CURVES AND ALL DIMENSIONS ON CURVES ARE ARC LENGTHS UNLESS NOTED OTHERWISE. "L"= ARC. "CD"= CHORD DISTANCE. "CH"= CHORD. "R"= RADIUS; "Δ"= DELTA
6) U.E. = UTILITY EASEMENT.
7) P.O.C. = POINT OF COMMENCEMENT
8) P.O.B. = POINT OF BEGINNING
9) ELEVATIONS ARE BASED ON NATIONAL GEODETIC VERTICAL DATUM
10) SURVEYS OF INDIVIDUAL PHASES WILL BE COMPLETED WITH ISSUE OF SUBSTANTIAL COMPLETION CERTIFICATES.

TRACTS A-1, A-2, & A-3
"BERKSHIRE LAKES UNIT ONE", P.B. 14, pages 118 thru 120
COLLIER COUNTY, FLORIDA

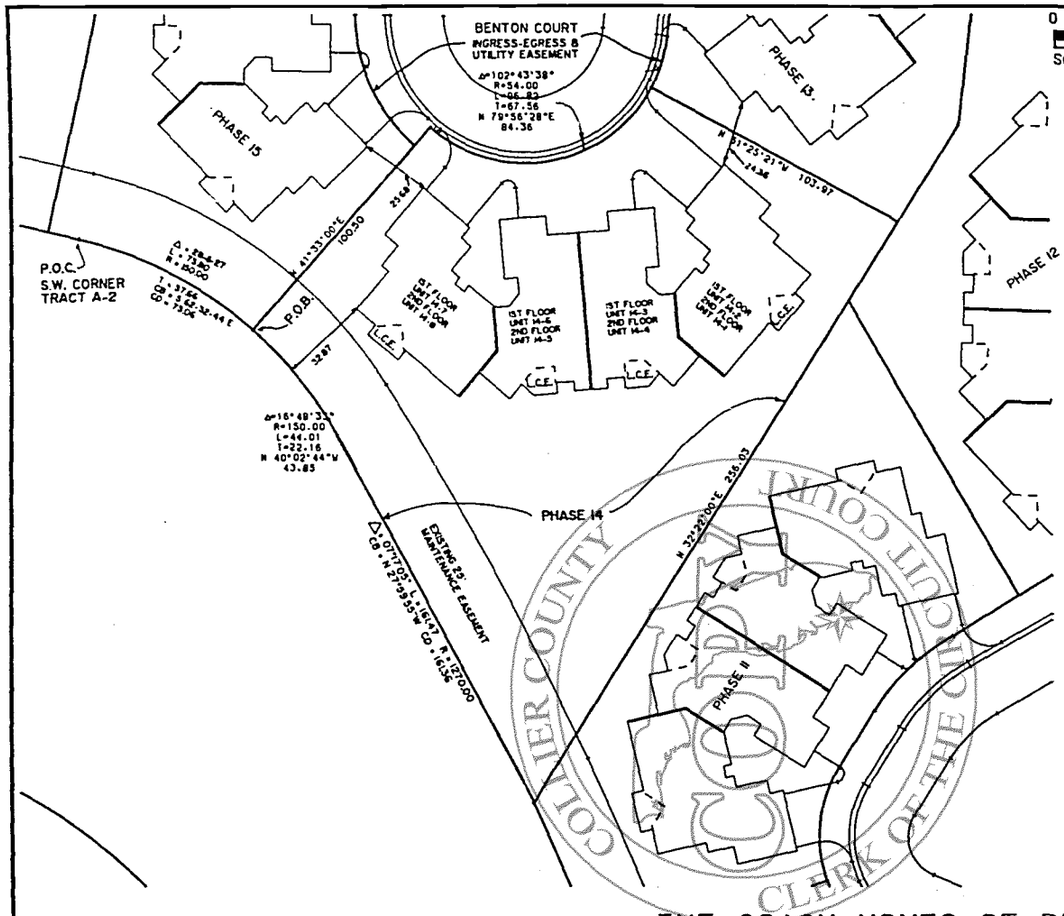
EXHIBIT "C" SHEET 13 OF 33

WILSON, MILLER, BARTON, SOLL, & PEEK, INC.
ENGINEERS, PLANNERS, & LAND SURVEYORS NAPLES, FLORIDA

FOR: BENNINGTON GROUP, INC.
DATE: NOV. 1988
SCALE: AS SHOWN
DRAWN BY: M.T.
CHECKED: M.C.L.
W.O.#: 79562
FILE # 3C-457 SHEET 13 OF 33

CLERK OF COURT COLLIER COUNTY, FLORIDA

001424 OR BOOK 000224 PAGE



Description of condo Phase 14 of part of Tracts A-1, A-2 and A-3 of Berkshire Lakes Unit 1 (P.B. 14, pages 118-120) Collier County, Florida

All that part of Tracts A-1, A-2 and A-3 of Berkshire Lakes Unit One (P.B. 14, pages 118-120) Collier County, Florida, being more particularly described as follows:
Commencing at the southwest corner of said Tract A-2;
thence southeasterly 73.10 feet along the arc of a circular curve concave southwesterly having a radius of 153.00 feet through a central angle of 25°-11'-27" and being subtended by a chord which bears South 62°-32'-44" East 73.06 feet to the POINT OF BEGINNING of the parcel herein described;
thence North 41°-33'-00" East 100.50 feet to a point on a curve;
thence easterly and northeasterly 96.92 feet along the arc of a non-tangential circular curve concave northerly having a radius of 54.00 feet through a central angle of 102°-43'-38" and being subtended by a chord which bears North 79°-56'-28" East 84.36 feet;
thence along a non-tangential line South 61°-25'-21" East 103.97 feet;
thence South 32°-22'-00" West 256.03 feet;
thence North 27°-59'-55" West 161.35 feet;
thence northwesterly 44.01 feet along the arc of a non-tangential circular curve concave southwesterly having a radius of 150.00 feet through a central angle of 16°-48'-33" and being subtended by a chord which bears North 40°-02'-44" West 43.85 feet to the Point of Beginning of the parcel herein described;
subject to easements and restrictions of record;
containing .73 acres more or less;
bearings are based on (P.B. 14, pages 118-120) Collier County Public Records, Collier County, Florida;

CERTIFICATE: (NOT A SURVEY, CERTIFICATE FOR FUTURE USE)
WE HEREBY CERTIFY to Bennington Group Inc.

that a BOUNDARY SURVEY of phase 14 of The Coach Homes of Berkshire Lakes, being a part of tracts A-1, A-2 & A-3 of Berkshire Lakes, Unit one, P.B. 14 pages 118-120 Collier County, Florida, was completed under our direction on

To the best of our knowledge and belief, this BOUNDARY SURVEY meets the minimum technical standards set forth by the Florida Board of Land Surveyors, pursuant to Section 472.027, Florida Statues, and Chapter 21HH-6, Florida Administrative Code.

WILSON, MILLER, BARTON, SOLL & PEEK, INC.
Reg. Engineers and Land Surveyors

By_____ DATE_____
Michael C. LeMure P.L.S. #4247

NOTE: This Certification is only for the lands as described. It is not a certification of title, zoning, easements or freedom of encumbrances. This Certification is not valid unless signed by surveyor and sealed with the surveyor's embossed seal.

ABSTRACT NOT REVIEWED.

THE COACH HOMES OF BERKSHIRE LAKES, A CONDOMINIUM
PLOT PLAN, SKETCH & DESCRIPTION OF PHASE FOURTEEN

GENERAL NOTES:
1) ALL IMPROVEMENTS SHOWN HEREON ARE PROPOSED AS OF SEPT. 1988.
2) SEE ATTACHMENTS FOR LEGAL DESCRIPTIONS OF THE CONDOMINIUM PARCELS, RECREATIONAL PARCEL AND INGRESS AND EGRESS EASEMENT.
3) (L.C.E.) = LIMITED COMMON ELEMENT (C.E.) = COMMON ELEMENT
4) DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.
5) ALL CURVES ARE CIRCULAR CURVES AND ALL DIMENSIONS ON CURVES ARE ARC LENGTHS UNLESS NOTED OTHERWISE. "L"= ARC, "CD"= CHORD DISTANCE, "CH"= CHORD, "R"= RADIUS; "Δ"= DELTA
6) U.E. = UTILITY EASEMENT.
7) P.O.C. = POINT OF COMMENCEMENT
8) P.O.B. = POINT OF BEGINNING
9) ELEVATIONS ARE BASED ON NATIONAL GEODETIC VERTICAL DATUM
10) SURVEYS OF INDIVIDUAL PHASES WILL BE COMPLETED WITH ISSUE OF SUBSTANTIAL COMPLETION CERTIFICATES.

TRACTS A-1, A-2, & A-3
"BERKSHIRE LAKES UNIT ONE", P.B. 14, pages 118 thru 120
COLLIER COUNTY, FLORIDA

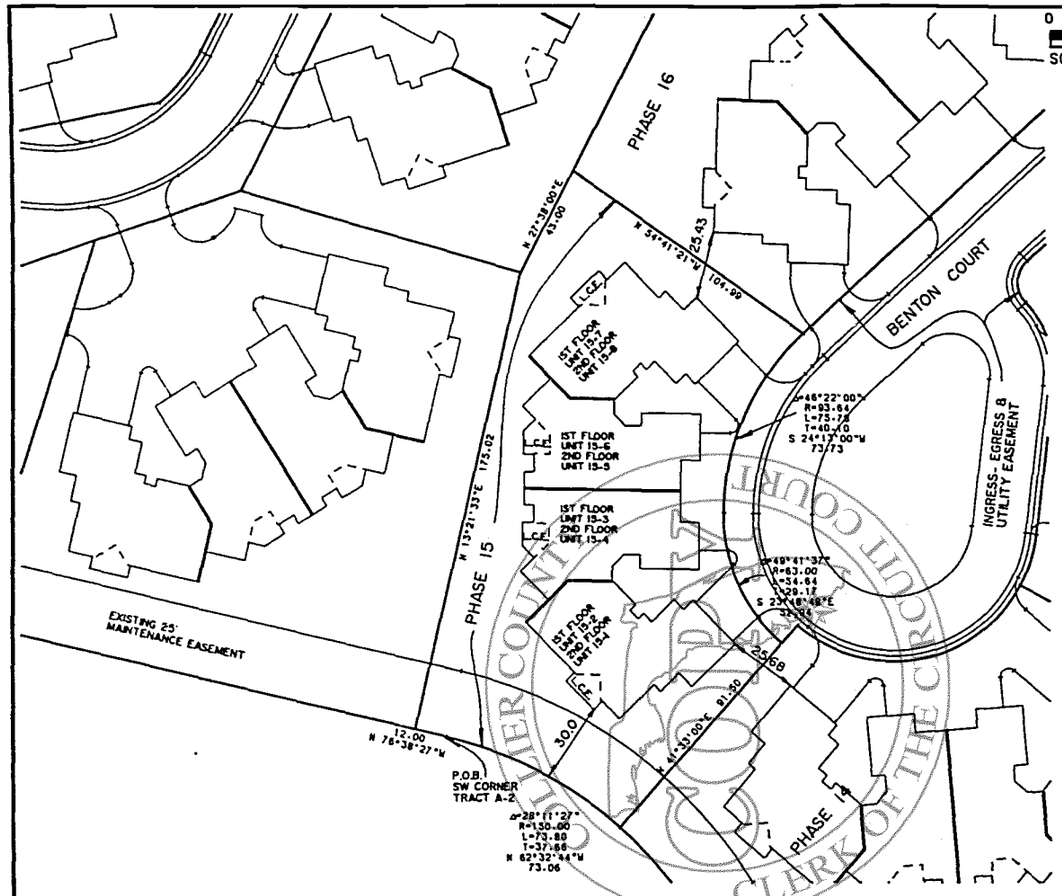
EXHIBIT "C" SHEET 14 OF 33

FOR: BENNINGTON GROUP, INC.
DATE: NOV. 1988
SCALE: AS SHOWN
DRAWN BY: M.T.
CHECKED: M.C.L.
W.O.#: 7956.2
FILE # 3C-457 SHEET 14 OF 33

WILSON, MILLER, BARTON, SOLL, & PEEK, INC.
ENGINEERS, PLANNERS, & LAND SURVEYORS NAPLES, FLORIDA

•P• PHASE 14 SURVEY & PLOT PLAN..... - 191E0.2493PF: BRKIRA 17014 10-Jan-89 06:33 PM / 26984-191

001424 OR BOOK 000225 PAGE



Description of condo Phase 15 of part of
Tracts A-1, A-2 and A-3 of Berkshire Lakes Unit 1
(P.B. 14, pages 118-120) Collier County, Florida

All that part of Tracts A-1, A-2 and A-3 of Berkshire Lakes Unit One (P.B. 14, pages 118-120) Collier County, Florida, being more particularly described as follows:

Beginning at the southwest corner of said Tract A-2;
thence North 78°-38'-27" West 12.00 feet;
thence North 13°-21'-33" East 175.02 feet;
thence North 27°-38'-00" East 43.00 feet;
thence North 54°-41'-21" West 104.99 feet to a point on a curve;
thence southerly 75.78 feet along the arc of a circular curve concave easterly having a radius of 93.64 feet through a central angle of 46°-22'-00" and being subtended by a chord which bears South 24°-13'-00" West 73.73 feet to a point of compound curvature;
thence southerly 54.64 feet along the arc of a circular curve concave easterly having a radius of 63.00 feet through a central angle of 49°-41'-37" and being subtended by a chord which bears South 23°-48'-48" East 52.94 feet;
thence South 41°-33'-02" West 21.50 feet along a non-tangential line;
thence northwesterly 73.80 feet along the arc of a non-tangential circular curve concave southwesterly having a radius of 150.00 feet through a central angle of 28°-11'-27" and being subtended by a chord which bears North 62°-32'-44" West 73.06 feet to the Point of Beginning;

subject to easements and restrictions of record;
containing .49 acres more or less;
bearings are basd on (P.B. 14, pages 118-120) Collier County Public Records, Collier County, Florida.

CERTIFICATE: (NOT A SURVEY, CERTIFICATE FOR FUTURE USE)
WE HEREBY CERTIFY to Bennington Group Inc.

that a BOUNDARY SURVEY of phase of The Coach Homes of Berkshire Lakes, being a part of tracts A-1, A-2 & A-3 of Berkshire Lakes, Unit one, P.B. 14 pages 118-120 Collier County, Florida, was completed under our direction on

To the best of our knowledge and belief, this BOUNDARY SURVEY meets the minimum technical standards set forth by the Florida Board of Land Surveyors, pursuant to Section 472.027, Florida Statues, and Chapter 21HH-6, Florida Administrative Code.

WILSON, MILLER, BARTON, SOLL & PEEK, INC.
Reg. Engineers and Land Surveyors

By_____ DATE_____
Michael C. LeMure P.L.S. #4247

NOTE: This Certification is only for the lands as described. It is not a certification of title, zoning, easements or freedom of encumbrances. This Certification is not valid unless signed by surveyor and sealed with the surveyor's embossed seal.

ABSTRACT NOT REVIEWED.

THE COACH HOMES OF BERKSHIRE LAKES, A CONDOMINIUM
PLOT PLAN AND SKETCH AND DESCRIPTION OF PHASE FIFTEEN

GENERAL NOTES:
1) ALL IMPROVEMENTS SHOWN HEREON ARE PROPOSED AS OF SEPT. 1988.
2) SEE ATTACHMENTS FOR LEGAL DESCRIPTIONS OF THE CONDOMINIUM PARCELS. RECREATIONAL PARCEL AND INGRESS AND EGRESS EASEMENT.
3) (L.C.E.) = LIMITED COMMON ELEMENT (C.E.) = COMMON ELEMENT
4) DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.
5) ALL CURVES ARE CIRCULAR CURVES AND ALL DIMENSIONS ON CURVES ARE ARC LENGTHS UNLESS NOTED OTHERWISE. "L"= ARC, "CD"= CHORD DISTANCE, "CH"= CHORD, "R"= RADIUS; "Δ"= DELTA
6) U.E. = UTILITY EASEMENT.
7) P.O.C. = POINT OF COMMENCEMENT
8) P.O.B. = POINT OF BEGINNING
9) ELEVATIONS ARE BASED ON NATIONAL GEODETIC VERTICAL DATUM
10) SURVEYS OF INDIVIDUAL PHASES WILL BE COMPLETED WITH ISSUE OF SUBSTANTIAL COMPLETION CERTIFICATES.

TRACTS A-1, A-2, & A-3
"BERKSHIRE LAKES UNIT ONE", P.B. 14, pages 118 thru 120
COLLIER COUNTY, FLORIDA

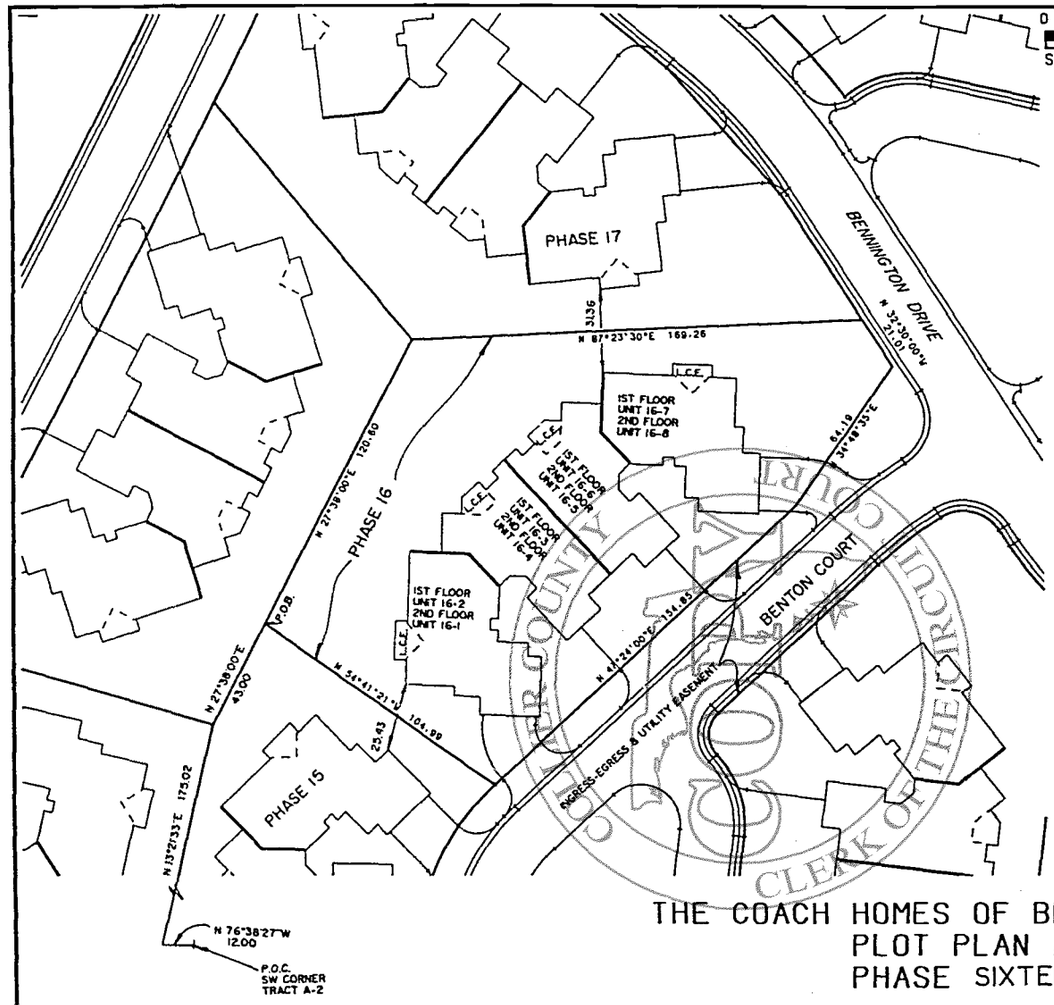
EXHIBIT "C" SHEET 15 OF 33

WILSON, MILLER, BARTON, SOLL, & PEEK, INC.
ENGINEERS, PLANNERS, & LAND SURVEYORS NAPLES, FLORIDA

FOR: BENNINGTON GROUP, INC.
DATE: NOV. 1988
SCALE: AS SHOWN
DRAWN BY: M.T.
CHECKED: M.C.L.
W.O.#: 79562
FILE # 3C-457 SHEET 15 OF 33

•P• PHASE 15 SURVEY & PLOT PLAN..... - 191E0.2493PF• BRKTRA 17015 10-Jan-89 07:30 PM / 26994-191

001424 OR BOOK 0010226 PAGE



Description of condo Phase 16 of part of
Tracts A-1, A-2 and A-3 of Berkshire Lakes Unit 1
(P.B. 14, pages 118-120) Collier County, Florida

All that part of Tracts A-1, A-2 and A-3 of Berkshire Lakes Unit One (P.B. 14, pages 118-120) Collier County, Florida, being more particularly described as follows:
Commencing at the southwest corner of said Tract A-2;
thence North 76°-38'-27" West 12.00 feet;
thence North 13°-21'-33" East 175.02 feet;
thence North 27°-38'-00" East 43.00 feet to the POINT OF BEGINNING of the parcel herein described;
thence North 27°-38'-00" East 120.60 feet;
thence North 87°-23'-30" East 169.26 feet;
thence South 32°-30'-00" East 21.01 feet;
thence South 34°-48'-35" West 84.19 feet;
thence South 41°-24'-00" West 154.85 feet;
thence North 54°-41'-21" West 104.99 feet to the Point of Beginning of the parcel herein described;
subject to easements and restrictions of record;
containing .53 acres more or less;
bearings are based on (P.B. 14, pages 118-120) Collier County Public Records, Collier County, Florida;

CERTIFICATE: (NOT A SURVEY, CERTIFICATE FOR FUTURE USE)
WE HEREBY CERTIFY to Bennington Group Inc.

that a BOUNDARY SURVEY of phase of The Coach Homes of Berkshire Lakes, being a part of tracts A-1, A-2 & A-3 of Berkshire Lakes, Unit one, P.B. 14 pages 118-120 Collier County, Florida, was completed under our direction on

To the best of our knowledge and belief, this BOUNDARY SURVEY meets the minimum technical standards set forth by the Florida Board of Land Surveyors, pursuant to Section 472.027, Florida Statues, and Chapter 21HH-6, Florida Administrative Code.

WILSON, MILLER, BARTON, SOLL & PEEK, INC.
Reg. Engineers and Land Surveyors

By_____ DATE_____
Michael C. LaMure P.L.S. #4247

NOTE: This Certification is only for the lands as described. It is not a certification of title, zoning, easements or freedom of encumbrances. This Certification is not valid unless signed by surveyor and sealed with the surveyor's embossed seal.

ABSTRACT NOT REVIEWED.

THE COACH HOMES OF BERKSHIRE LAKES, A CONDOMINIUM
PLOT PLAN AND SKETCH AND DESCRIPTION OF
PHASE SIXTEEN

GENERAL NOTES:
1) ALL IMPROVEMENTS SHOWN HEREDN ARE PROPOSED AS DF SEPT. 1988.
2) SEE ATTACHMENTS FOR LEGAL DESCRIPTIDNS DF THE CONDDMINIUM PARCELS, RECREATIONAL PARCEL AND INGRESS AND EGRESS EASEMENT.
3) (L.C.E.) = LIMITED COMMDN ELEMENT (C.E.) = COMMON ELEMENT
4) DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.
5) ALL CURVES ARE CIRCULAR CURVES AND ALL DIMENSIONS ON CURVES ARE ARC LENGTHS UNLESS NOTED OTHERWISE. "L"= ARC. "CD"= CHORD DISTANCE. "CH"= CHORD. "R"= RADIUS; "Δ"= DELTA
6) U.E. = UTILITY EASEMENT.
7) P.D.C. = POINT OF COMMENCEMENT
8) P.O.B. = POINT OF BEGINNING
9) ELEVATIDNS ARE BASED DN NATIONAL GEDDETIC VERTICAL DATUM
10) SURVEYS OF INDIVIDUAL PHASES WILL BE COMPLETED WITH ISSUE OF SUBSTANTIAL COMPLETION CERTIFICATES.

TRACTS A-1, A-2, & A-3
"BERKSHIRE LAKES UNIT ONE", P.B. 14, pages 118 thru 120
COLLIER COUNTY, FLORIDA

EXHIBIT "C" SHEET 16 OF 33

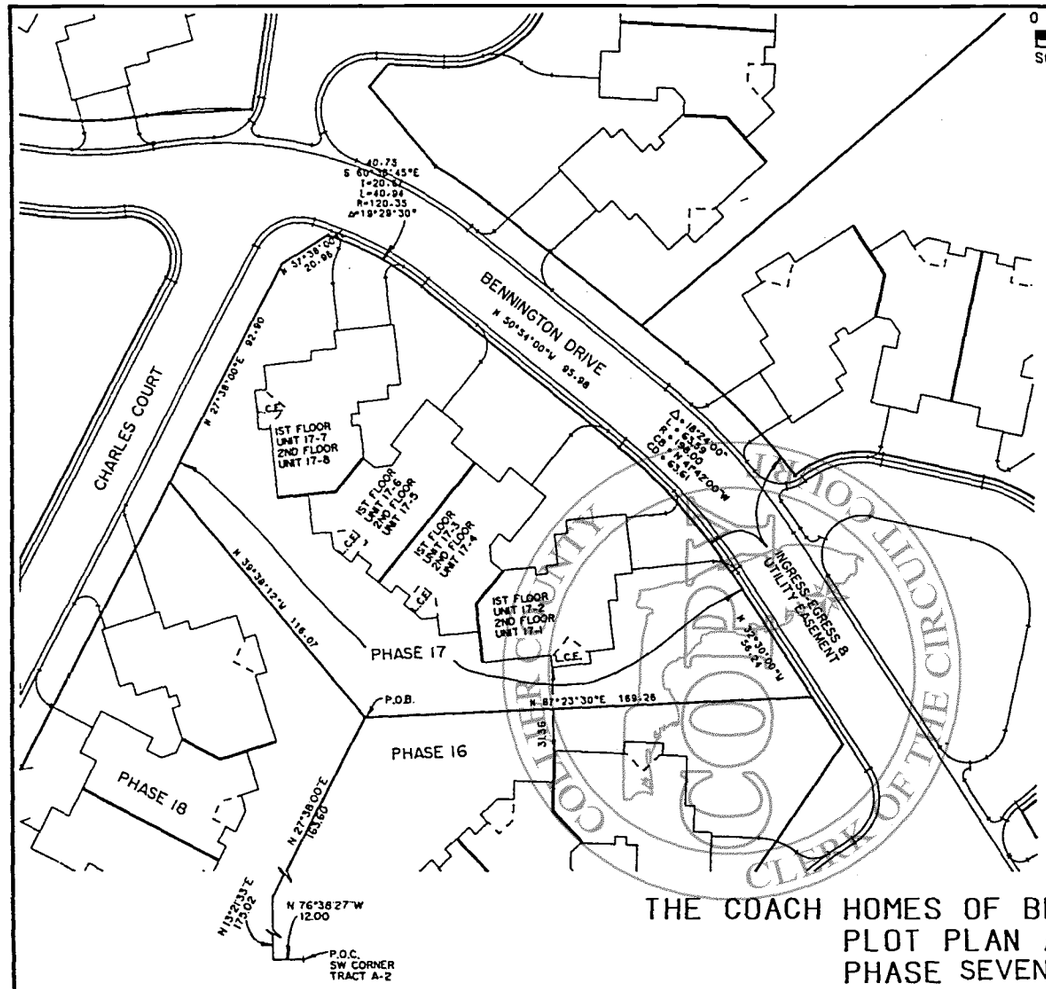
FOR: BENNINGTON GROUP, INC.
DATE: NOV. 1988
SCALE: AS SHOWN
DRAWN BY: M.T.
CHECKED: M.C.L.
W.O.#: 7956.2
FILE # 3C-457 SHEET 16 OF 33

WILSON, MILLER, BARTON, SOLL, & PEEK, INC.
ENGINEERS, PLANNERS, & LAND SURVEYORS NAPLES, FLORIDA

CLERK OF THE CIRCUIT COURT COLLIER COUNTY, FLORIDA

«P» PHASE 16 - 191CO.2492PF» BRXIRA 17016 11-Jun-89 07:35 AM / 26994-191

001424 OR BOOK 000227 PAGE



Description of Condo. Phase 17 of part of Tracts A-1, A-2 and A-3 of Berkshire Lakes Unit 1 (P.B. 14, pages 118-120) Collier County, Florida

All that part of Tracts A-1, A-2 and A-3 of Berkshire Lakes Unit One (P.B. 14, pages 118-120) Collier County, Florida, being more particularly described as follows:
Commencing at the southwest corner of said Tract A-2;
thence North 76°-38'-27" West 12.00 feet;
thence North 13°-27'-33" East 73.02 feet;
thence North 27°-38'-00" East 163.60 feet to the POINT OF BEGINNING of the parcel herein described;
thence North 39°-38'-12" West 116.07 feet;
thence North 27°-38'-00" East 92.90 feet;
thence North 37°-38'-00" East 20.98 feet to a point on a curve;
thence southeasterly 40.94 feet along the arc of a non-tangential circular curve concave southwesterly having a radius of 120.35 feet through a central angle of 19°-29'-30" and being subtended by a chord which bears South 69°-38'-45" East 40.75 feet;
thence South 50°-54'-00" East 95.98 feet;
thence southeasterly 61.59 feet along the arc of a circular curve concave southwesterly, having a radius of 192.00 feet, through a central angle of 18°-24'-00" and being subtended by a chord which bears South 41°-42'-00" East 61.31 feet;
thence South 32°-30'-00" East 56.24 feet;
thence South 87°-23'-30" West 169.26 feet to the Point of Beginning of the parcel herein described;
subject to easements and restrictions of record;
containing .58 acres more or less;
bearings are based on (P.B. 14, pages 118-120) Collier County Public Records, Collier County, Florida.

CERTIFICATE: (NOT A SURVEY, CERTIFICATE FOR FUTURE USE)
WE HEREBY CERTIFY to Bennington Group Inc.

that a BOUNDARY SURVEY of phase of The Coach Homes of Berkshire Lakes, being a part of tracts A-1, A-2 & A-3 of Berkshire Lakes, Unit one, P.B. 14 pages 118-120 Collier County, Florida, was completed under our direction on

To the best of our knowledge and belief, this BOUNDARY SURVEY meets the minimum technical standards set forth by the Florida Board of Land Surveyors, pursuant to Section 472.027, Florida Statues, and Chapter 21HH-6, Florida Administrative Code.

WILSON, MILLER, BARTON, SOLL & PEEK, INC.
Reg. Engineers and Land Surveyors

By---------- DATE----------
Michael C. LeMure P.L.S. #4247

NOTE: This Certification is only for the lands as described. It is not a certification of title, zoning, easements or freedom of encumbrances. This Certification is not valid unless signed by surveyor and sealed with the surveyor's embossed seal.

ABSTRACT NOT REVIEWED.

THE COACH HOMES OF BERKSHIRE LAKES, A CONDOMINIUM
PLOT PLAN AND SKETCH AND DESCRIPTION OF PHASE SEVENTEEN

GENERAL NOTES:
1) ALL IMPROVEMENTS SHOWN HEREON ARE PROPOSED AS OF SEPT. 1988.
2) SEE ATTACHMENTS FOR LEGAL DESCRIPTIONS OF THE CONDOMINIUM PARCELS, RECREATIONAL PARCEL AND INGRESS AND EGRESS EASEMENT.
3) (L.C.E.) = LIMITED COMMON ELEMENT (C.E.) = COMMON ELEMENT
4) DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.
5) ALL CURVES ARE CIRCULAR CURVES AND ALL DIMENSIONS ON CURVES ARE ARC LENGTHS UNLESS NOTED OTHERWISE. "L"= ARC, "CD"= CHORD DISTANCE, "CH"= CHORD, "R"= RADIUS, "Δ"= DELTA
6) U.E. = UTILITY EASEMENT.
7) P.O.C. = POINT OF COMMENCEMENT
8) P.O.B. = POINT OF BEGINNING
9) ELEVATIONS ARE BASED ON NATIONAL GEODETIC VERTICAL DATUM
10) SURVEYS OF INDIVIDUAL PHASES WILL BE COMPLETED WITH ISSUE OF SUBSTANTIAL COMPLETION CERTIFICATES.

TRACTS A-1, A-2, & A-3
"BERKSHIRE LAKES UNIT ONE", P.B. 14, pages 118 thru 120
COLLIER COUNTY, FLORIDA

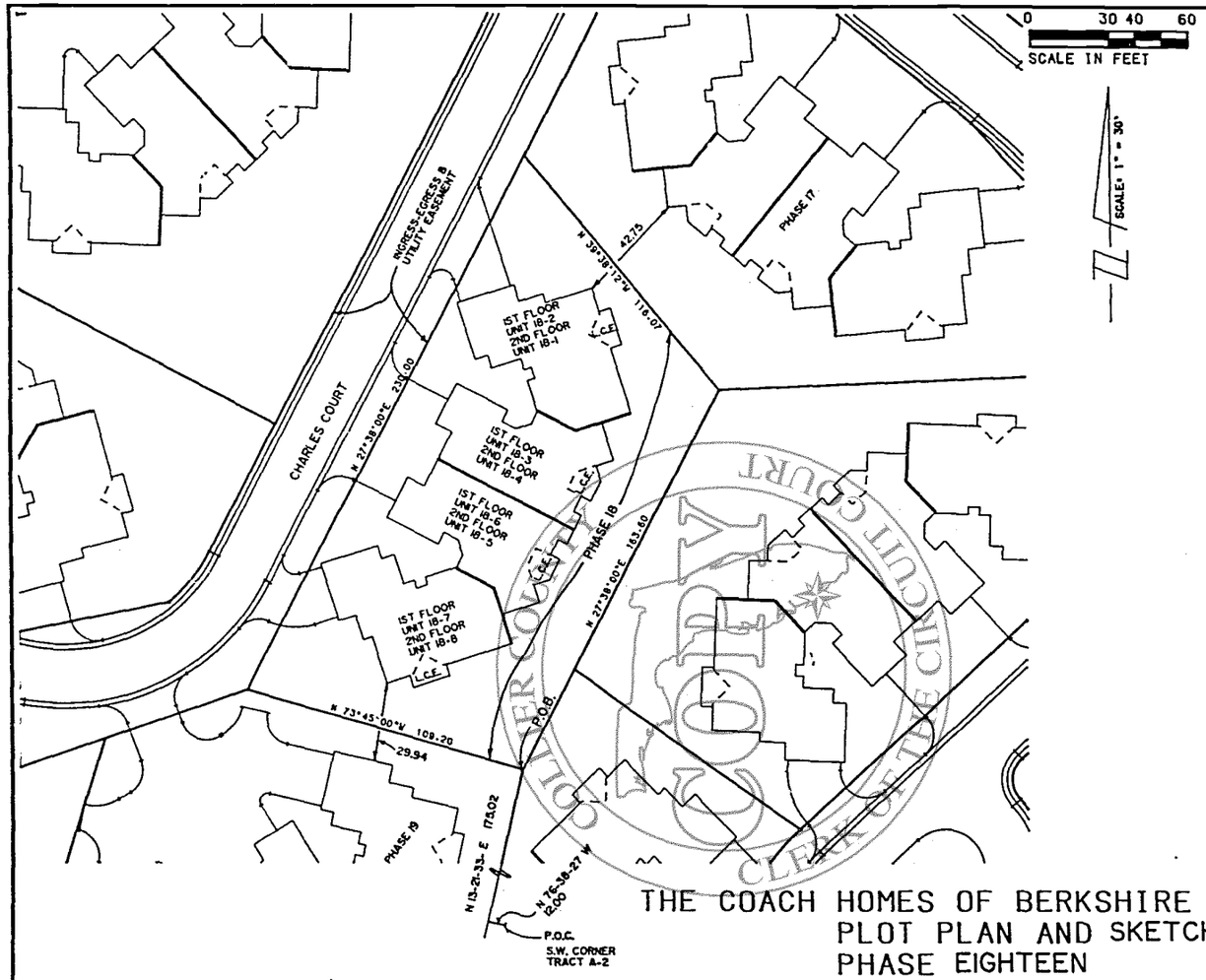
EXHIBIT "C" SHEET 17 OF 33

WILSON, MILLER, BARTON, SOLL, & PEEK, INC.
ENGINEERS, PLANNERS, & LAND SURVEYORS NAPLES, FLORIDA

FOR: BENNINGTON GROUP, INC.
DATE: NOV. 1988
SCALE: AS SHOWN
DRAWN BY: M.T.
CHECKED: M.C.L.
W.O.#: 7956.2
FILE # 3C-457 SHEET 17 OF 33

COUNTY OF COLLIER CIRCUIT COURT CLERK OF THE COURT

•P• PHASE 17 - 191EQ.249JPF: BRKIRA 17017 11-Jan-89 09:14 AM / 26984-191



Description of condo Phase 18 of part of
Tracts A-1, A-2 and A-3 of Berkshire Lakes Unit 1
(P.B. 14, pages 118-120) Collier County, Florida

All that part of Tracts A-1, A-2 and A-3 of Berkshire Lakes Unit One (P.B. 14, pages 118-120) Collier County, Florida, being more particularly described as follows:
Commencing at the southwest corner of said Tract A-2;
thence North 76°-38'-27" West 12.00 feet;
thence North 13°-21'-33" East 175.02 feet to the POINT OF BEGINNING of the parcel herein described:
thence North 73°-45'-00" West 109.20 feet;
thence North 27°-38'-00" East 230.00 feet;
thence South 39°-38'-12" East 116.07 feet;
thence South 27°-38'-00" West 163.60 feet to the Point of Beginning of the parcel herein described;
subject to easements and restrictions of record;
containing .48 acres more or less;
bearings are based on (P.B. 14, pages 118-120) Collier County Public Records, Collier County, Florida;

CERTIFICATE: (NOT A SURVEY, CERTIFICATE FOR FUTURE USE)
WE HEREBY CERTIFY to The Bennington Group Inc.

that a BOUNDARY SURVEY of phase 18 of The Coach Homes of Berkshire Lakes, being a part of tracts A-1, A-2 & A-3 of Berkshire Lakes, Unit one, P.B. 14 pages 118-120 Collier County, Florida, was completed under our direction on

To the best of our knowledge and belief, this BOUNDARY SURVEY meets the minimum technical standards set forth by the Florida Board of Land Surveyors, pursuant to Section 472.027, Florida Statues, and Chapter 21HH-6, Florida Administrative Code.

WILSON, MILLER, BARTON, SOLL & PEEK, INC.
Reg. Engineers and Land Surveyors

By---------- DATE----------
Michael C. LaMure P.L.S. #4247

NOTE: This Certification is only for the lands as described. It is not a certification of title, zoning, easements or freedom of encumbrances. This Certification is not valid unless signed by surveyor and sealed with the surveyor's embossed seal.

ABSTRACT NOT REVIEWED.

THE COACH HOMES OF BERKSHIRE LAKES, A CONDOMINIUM PLOT PLAN AND SKETCH AND DESCRIPTION OF PHASE EIGHTEEN

GENERAL NOTES:
1) ALL IMPROVEMENTS SHOWN HEREON ARE PROPOSED AS OF SEPT. 1988.
2) SEE ATTACHMENTS FOR LEGAL DESCRIPTIONS OF THE CONDOMINIUM PARCELS, RECREATIONAL PARCEL AND INGRESS AND EGRESS EASEMENT.
3) (L.C.E.) = LIMITED COMMON ELEMENT (C.E.) = COMMON ELEMENT
4) DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.
5) ALL CURVES ARE CIRCULAR CURVES AND ALL DIMENSIONS ON CURVES ARE ARC LENGTHS UNLESS NOTED OTHERWISE. "L"= ARC, "CD"= CHORD DISTANCE, "CH"= CHORD, "R"= RADIUS; "Δ"= DELTA
6) U.E. = UTILITY EASEMENT.
7) P.O.C. = POINT OF COMMENCEMENT
8) P.O.B. = POINT OF BEGINNING
9) ELEVATIONS ARE BASED ON NATIONAL GEODETIC VERTICAL DATUM
10) SURVEYS OF INDIVIDUAL PHASES WILL BE COMPLETED WITH ISSUE OF SUBSTANTIAL COMPLETION CERTIFICATES.

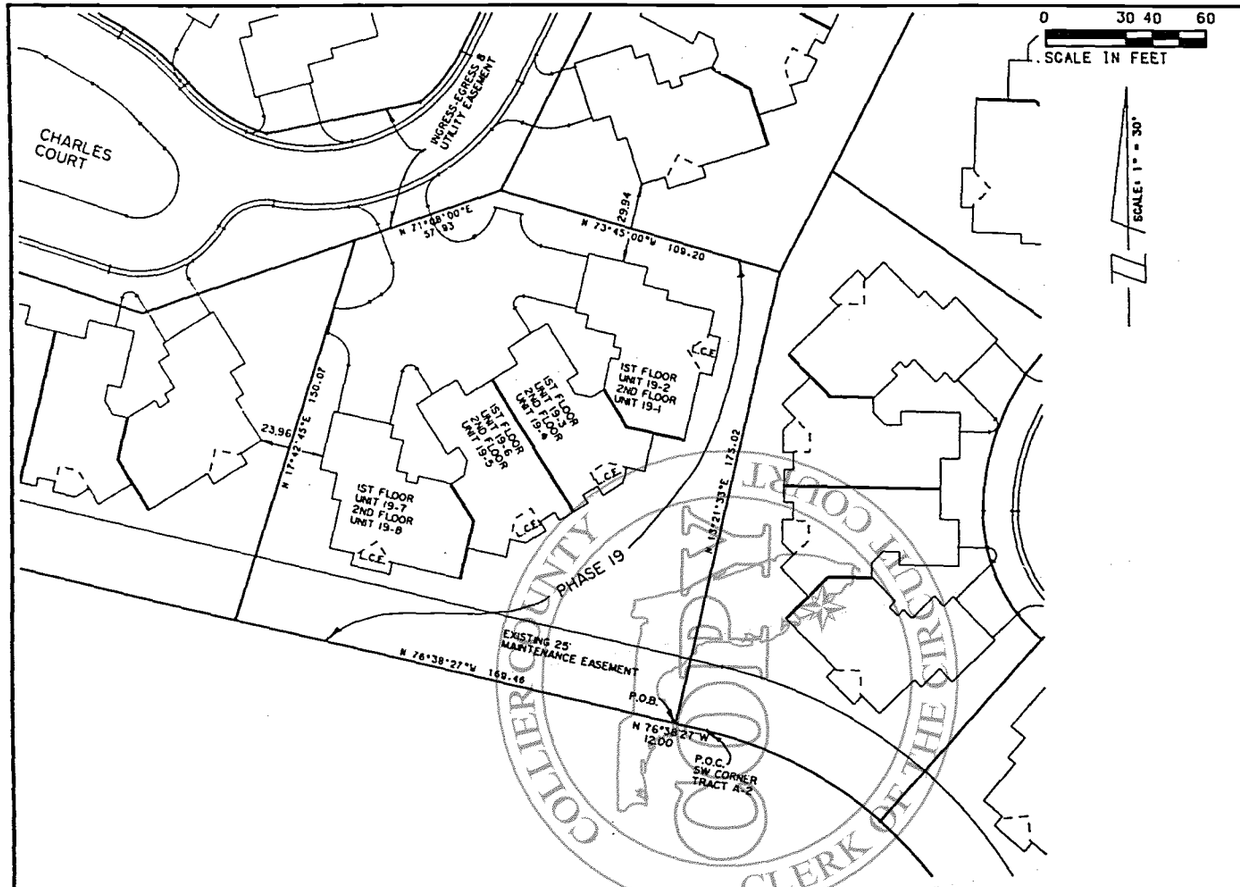
TRACTS A-1, A-2, & A-3
"BERKSHIRE LAKES UNIT ONE", P.B. 14, pages 118 thru 120
COLLIER COUNTY, FLORIDA

EXHIBIT "B" SHEET 18 OF 33

WILSON, MILLER, BARTON, SOLL, & PEEK, INC.
ENGINEERS, PLANNERS, & LAND SURVEYORS NAPLES, FLORIDA

FOR: BENNINGTON GROUP, INC.
DATE: NOV, 1988
SCALE: AS SHOWN
DRAWN BY: M.T.
CHECKED: M.C.L.
W.O.#: 7956.2
FILE # 3C-457 SHEET 18 OF 33

OR BOOK 01424 PAGE 000229



Description of condo Phase 19 of part of
Tracts A-1, A-2 and A-3 of Berkshire Lakes Unit 1
(P.B. 14, pages 118-120) Collier County, Florida

All that part of Tracts A-1, A-2 and A-3 of Berkshire Lakes Unit One (P.B. 14, pages 118-120) Collier County, Florida, being more particularly described as follows:
Commencing at the southwest corner of said Tract A-2;
thence North 76°-38'-27" West 12.00 feet to the POINT OF BEGINNING of the parcel herein described;
thence North 76°-38'-27" West 149.46 feet;
thence North 17°-42'-45" East 150.07 feet;
thence North 71°-08'-00" East 57.93 feet;
thence South 73°-45'-00" East 109.20 feet;
thence South 13°-21'-33" West 175.02 feet to the Point of Beginning of the parcel herein described;
subject to easements and restrictions of record;
containing .65 acres more or less;
bearings are based on (P.B. 14, pages 118-120) Collier County Public Records, Collier County, Florida;

CERTIFICATE: (NOT A SURVEY, CERTIFICATE FOR FUTURE USE)
WE HEREBY CERTIFY to Bennington Group Inc.

that a BOUNDARY SURVEY of phase of The Coach Homes of Berkshire Lakes, being a part of tracts A-1, A-2 & A-3 of Berkshire Lakes, Unit one, P.B. 14 pages 118-120 Collier County, Florida, was completed under our direction on

To the best of our knowledge and belief, this BOUNDARY SURVEY meets the minimum technical standards set forth by the Florida Board of Land Surveyors, pursuant to Section 472.027, Florida Statues, and Chapter 21HH-6, Florida Administrative Code.

WILSON, MILLER, BARTON, SOLL & PEEK, INC.
Reg. Engineers and Land Surveyors

By_____ DATE_____
Michael C. LaMore P.L.S. #4247

NOTE: This Certification is only for the lands as described. It is not a certification of title, zoning, easements or freedom of encumbrances. This Certification is not valid unless signed by surveyor and sealed with the surveyor's embossed seal.

ABSTRACT NOT REVIEWED.

THE COACH HOMES OF BERKSHIRE LAKES, A CONDOMINIUM
PLOT PLAN AND SKETCH AND DESCRIPTION OF PHASE NINETEEN

GENERAL NOTES:
1) ALL IMPROVEMENTS SHOWN HEREON ARE PROPOSED AS OF SEPT. 1988.
2) SEE ATTACHMENTS FOR LEGAL DESCRIPTIONS OF THE CONDOMINIUM PARCELS, RECREATIONAL PARCEL AND INGRESS AND EGRESS EASEMENT.
3) (L.C.E.) = LIMITED COMMON ELEMENT (C.E.) = COMMON ELEMENT
4) DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.
5) ALL CURVES ARE CIRCULAR CURVES AND ALL DIMENSIONS ON CURVES ARE ARC LENGTHS UNLESS NOTED OTHERWISE. "L"= ARC, "CD"= CHORD DISTANCE, "CH"= CHORD, "R"= RADIUS; "Δ"= DELTA
6) U.E. = UTILITY EASEMENT.
7) P.O.C. = POINT OF COMMENCEMENT
8) P.O.B. = POINT OF BEGINNING
9) ELEVATIONS ARE BASED ON NATIONAL GEODETIC VERTICAL DATUM
10) SURVEYS OF INDIVIDUAL PHASES WILL BE COMPLETED WITH ISSUE OF SUBSTANTIAL COMPLETION CERTIFICATES.

TRACTS A-1, A-2, & A-3
"BERKSHIRE LAKES UNIT ONE", P.B. 14, pages 118 thru 120
COLLIER COUNTY, FLORIDA

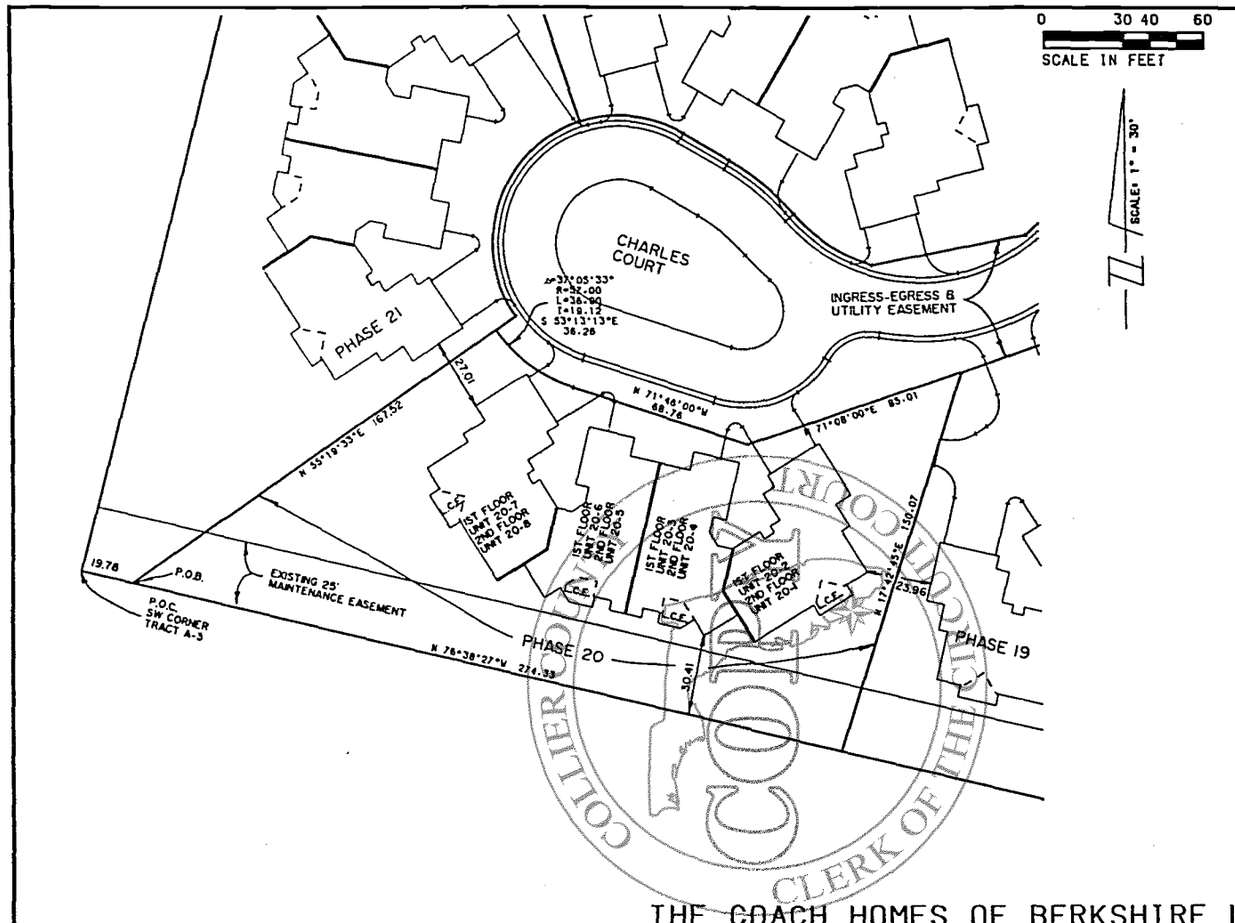
EXHIBIT "C" SHEET 19 OF 33

WILSON, MILLER, BARTON, SOLL, & PEEK, INC.
ENGINEERS, PLANNERS, & LAND SURVEYORS NAPLES, FLORIDA

FOR: BENNINGTON GROUP, INC.
DATE: NOV. 1988
SCALE: AS SHOWN
DRAWN BY: M.T.
CHECKED: M.C.L.
W.O.#: 7956.2
FILE # 30-457 SHEET 19 OF 33

COLLIER COUNTY CLERK OF THE CIRCUIT COURT

«P» PHASE 19 - 19IED.249JPF: BRKIRA 17019 11-Jan-89 08:30 AM / 26894-191



Description of condo Phase 20 of part of
Tracts A-1, A-2 and A-3 of Berkshire Lakes Unit 1
(P.B. 14, pages 118-120) Collier County, Florida

All that part of Tracts A-1, A-2 and A-3 of Berkshire Lakes Unit One (P.B. 14, pages 118-120) Collier County, Florida, being more particularly described as follows:
Commencing at the southwest corner of said Tract A-3;
thence South 76°-38'-27" East 19.78 feet to the POINT OF BEGINNING of the parcel herein described;
thence North 55°-19'-33" East 67.52 feet to a point on a curve;
thence southeasterly 36.90 feet along the arc of a non-tangential circular curve concave northeasterly having a radius of 57.00 feet through a central angle of 37°-05'-33" and being subtended by a chord which bears South 53°-13'-13" East 36.26 feet;
thence South 71°-46'-00" East 68.76 feet;
thence North 71°-08'-00" East 85.01 feet;
thence South 17°-42'-45" West 150.07 feet;
thence North 76°-38'-27" West 274.33 feet to the Point of Beginning of the parcel herein described;
subject to easements and restrictions of record;
containing .60 acres more or less.
bearings are based on (P.B. 14, pages 118-120) Collier County Public Records, Collier County, Florida;

(NOT A SURVEY, CERTIFICATE FOR FUTURE USE)
CERTIFICATE:
WE HEREBY CERTIFY to Bennington Group Inc.

that a BOUNDARY SURVEY of phase of The Coach Homes of Berkshire Lakes, being a part of tracts A-1, A-2 & A-3 of Berkshire Lakes, Unit one, P.B. 14 pages 118-120 Collier County, Florida, was completed under our direction on

To the best of our knowledge and belief, this BOUNDARY SURVEY meets the minimum technical standards set forth by the Florida Board of Land Surveyors, pursuant to Section 472.027, Florida Statues, and Chapter 21HH-6, Florida Administrative Code.

WILSON, MILLER, BARTON, SOLL & PEEK, INC.
Reg. Engineers and Land Surveyors

By---------- DATE----------
Michael C. LaMure P.L.S. #4247

NOTE: This Certification is only for the lands as described. It is not a certification of title, zoning, easements or freedom of encumbrances. This Certification is not valid unless signed by surveyor and sealed with the surveyor's embossed seal.

ABSTRACT NOT REVIEWED.

THE COACH HOMES OF BERKSHIRE LAKES, A CONDOMINIUM PLOT PLAN AND SKETCH AND DESCRIPTION OF PHASE TWENTY

GENERAL NOTES:
1) ALL IMPROVEMENTS SHOWN HEREON ARE PROPOSED AS OF SEPT. 1988.
2) SEE ATTACHMENTS FOR LEGAL DESCRIPTIONS OF THE CONDOMINIUM PARCELS, RECREATIONAL PARCEL AND INGRESS AND EGRESS EASEMENT.
3) (L.C.E.) = LIMITED COMMON ELEMENT (C.E.) = COMMON ELEMENT
4) DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.
5) ALL CURVES ARE CIRCULAR CURVES AND ALL DIMENSIONS ON CURVES ARE ARC LENGTHS UNLESS NOTED OTHERWISE. "L"= ARC. "CD"= CHORD DISTANCE, "CH"= CHORD, "R"= RADIUS; "Δ"= DELTA
6) U.E. = UTILITY EASEMENT.
7) P.O.C. = POINT OF COMMENCEMENT
8) P.O.B. = POINT OF BEGINNING
9) ELEVATIONS ARE BASED ON NATIONAL GEODETIC VERTICAL DATUM
10) SURVEYS OF INDIVIDUAL PHASES WILL BE COMPLETED WITH ISSUE OF SUBSTANTIAL COMPLETION CERTIFICATES.

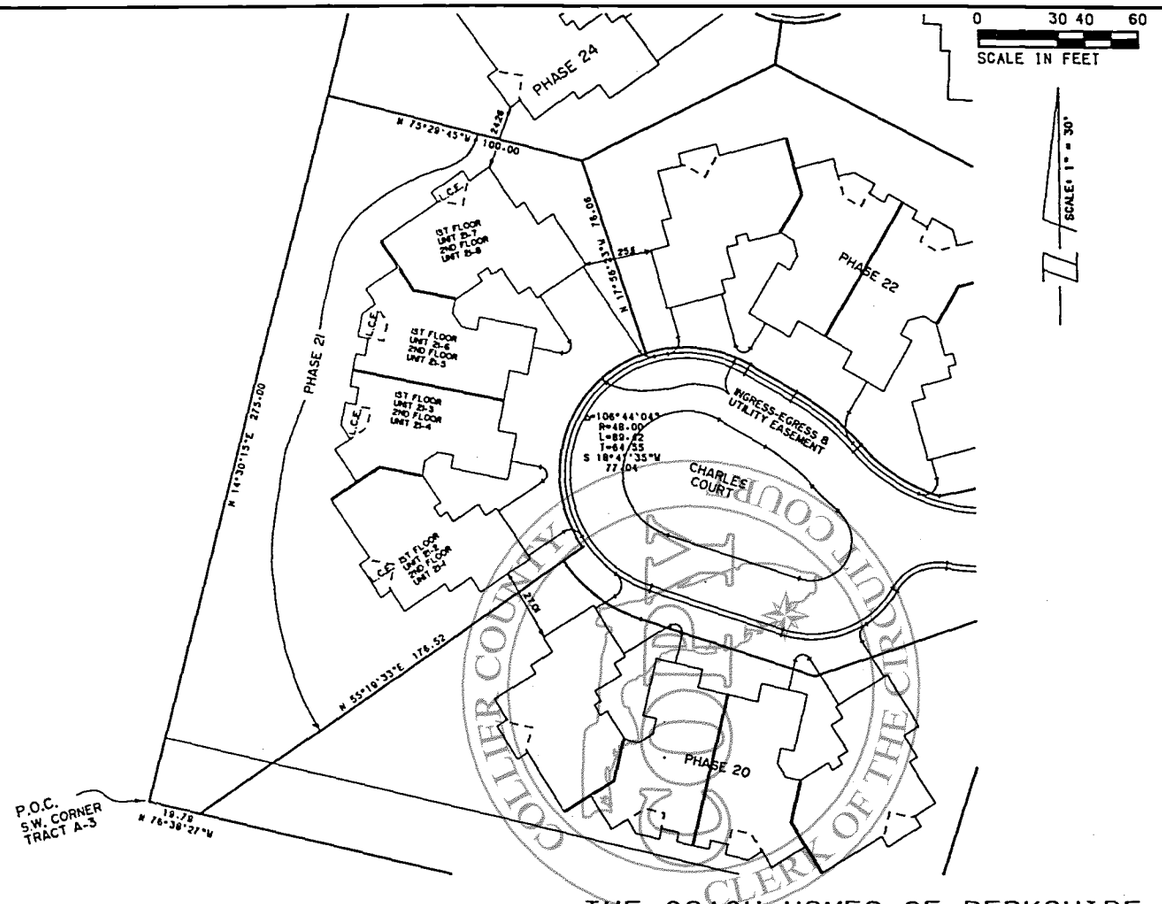
TRACTS A-1, A-2, & A-3
"BERKSHIRE LAKES UNIT ONE", P.B. 14, pages 118 thru 120
COLLIER COUNTY, FLORIDA

EXHIBIT "C" SHEET 20 OF 33

FOR: BENNINGTON GROUP, INC.
DATE: NOV. 1988
SCALE: AS SHOWN
DRAWN BY: M.T.
CHECKED: M.C.L.
W.O.#: 79562
FILE # 3C-457 SHEET 20OF 33

WILSON, MILLER, BARTON, SOLL, & PEEK, INC.
ENGINEERS, PLANNERS, & LAND SURVEYORS NAPLES, FLORIDA

001424 OR BOOK 000231 PAGE



Description of condo Phase 21 of part of
Tracts A-1, A-2 and A-3 of Berkshire Lakes Unit 1
(P.B. 14, pages 118-120) Collier County, Florida

All that part of Tracts A-1, A-2 and A-3 of Berkshire Lakes Unit One (P.B. 14, pages 118-120) Collier County, Florida, being more particularly described as follows:

Beginning at the southwest corner of said Tract A-3;
thence North 14°-30'-15" East 275.02 feet;
thence South 75°-29'-45" East 100.00 feet;
thence South 17°-55'-23" West 74.06 feet to a point on a curve;
thence southwesterly and southerly 89.42 feet along the arc of a non-tangential circular curve concave easterly having a radius of 48.00 feet through a central angle of 106°-44'-04" and being subtended by a chord which bears South 1°-41'-55" West 77.04 feet;
thence along a non-tangential line South 55°-19'-33" West 176.52 feet;
thence North 76°-33'-27" West 19.79 feet to the Point of Beginning of the parcel herein described;

subject to easements and restrictions of record;
containing .53 acres more or less;
Bearings are based On (P.B. 14, pages 118-120) Collier County Public Records, Collier County, Florida;

CERTIFICATE: (NOT A SURVEY. CERTIFICATE FOR FUTURE USE)
WE HEREBY CERTIFY to Bennington Group Inc.

that a BOUNDARY SURVEY of phase of The Coach Homes of Berkshire Lakes, being a part of tracts A-1, A-2 & A-3 of Berkshire Lakes Unit one, P.B. 14 pages 118-120 Collier County, Florida, was completed under our direction on

To the best of our knowledge and belief, this BOUNDARY SURVEY meets the minimum technical standards set forth by the Florida Board of Land Surveyors, pursuant to Section 472.027, Florida Statues, and Chapter 21HH-6, Florida Administrative Code.

WILSON, MILLER, BARTON, SOLL & PEEK, INC.
Reg. Engineers and Land Surveyors

By---------- DATE----------
Michael C. LaMure P.L.S. #4247

NOTE: This Certification is only for the lands as described. It is not a certification of title, zoning, easements or freedom of encumbrances. This Certification is not valid unless signed by surveyor and sealed with the surveyor's embossed seal.

ABSTRACT NOT REVIEWED.

THE COACH HOMES OF BERKSHIRE LAKES, A CONDOMINIUM
PLOT PLAN AND SKETCH & DESCRIPTION OF
PHASE TWENTY-ONE

GENERAL NOTES:
1) ALL IMPROVEMENTS SHOWN HEREON ARE PROPOSED AS OF JAN. 1989. UNLESS OTHERWISE NOTED.
2) SEE ATTACHMENTS FOR LEGAL DESCRIPTIONS OF THE CONDOMINIUM PARCELS. RECREATIONAL PARCEL AND INGRESS AND EGRESS EASEMENT.
3) (L.C.E.) = LIMITED COMMON ELEMENT (C.E.) = COMMON ELEMENT
4) DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.
5) ALL CURVES ARE CIRCULAR CURVES AND ALL DIMENSIONS ON CURVES ARE ARC LENGTHS UNLESS NOTED OTHERWISE. "L"= ARC, "CD"= CHORD DISTANCE, "CH"= CHORD, "R"= RADIUS; "△"= DELTA
6) U.E. = UTILITY EASEMENT.
7) P.O.C. = POINT OF COMMENCEMENT
8) P.O.B. = POINT OF BEGINNING
9) ELEVATIONS ARE BASED ON NATIONAL GEODETIC VERTICAL DATUM
10) SURVEYS OF INDIVIDUAL PHASES WILL BE COMPLETED WITH ISSUE OF SUBSTANTIAL COMPLETION CERTIFICATES.

TRACTS A-1, A-2, & A-3
"BERKSHIRE LAKES UNIT ONE", P.B. 14, pages 118 thru 120
COLLIER COUNTY, FLORIDA

EXHIBIT "C" SHEET 21 OF 33

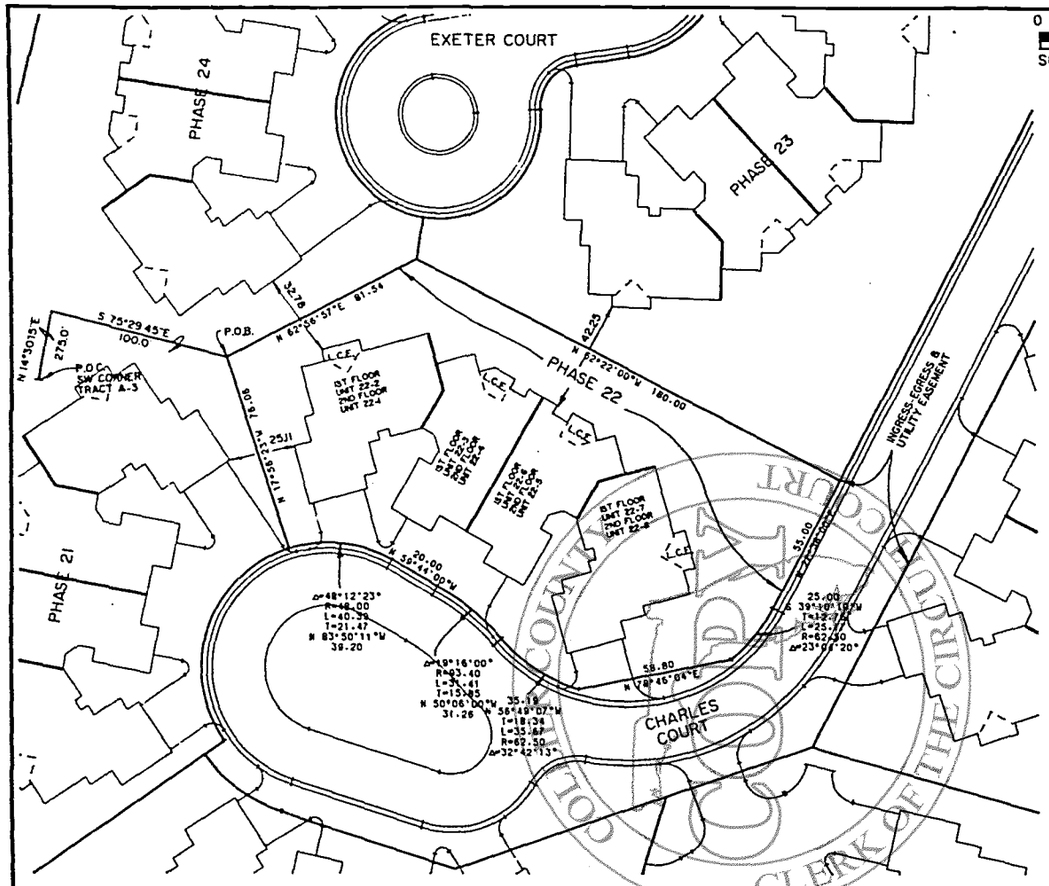
WILSON, MILLER, BARTON, SOLL, & PEEK, INC.
ENGINEERS, PLANNERS, & LAND SURVEYORS NAPLES, FLORIDA

FOR: BENNINGTON GROUP, INC.
DATE: NOV. 1988
SCALE: AS SHOWN
DRAWN BY: M.T.
CHECKED: M.C.L.
W.D.#: 7956.2
FILE # 3C-457 SHEET 21 OF 33

COLLIER COUNTY CLERK OF THE COURT

«P» PHASE 21 - 19ICO.249JPF» BRXTRA 17021 11-Jan-89 02:44 PM / 28984-191

001424 OR BOOK 000232 PAGE



Description of condo Phase 22 of part of Tracts A-1, A-2 and A-3 of Berkshire Lakes Unit 1 (P.B. 14, pages 118-120) Collier County, Florida

All that part of Tracts A-1, A-2 and A-3 of Berkshire Lakes Unit One (P.B. 14, pages 118-120) Collier County, Florida, being more particularly described as follows:
Commencing at the southwest corner of said Tract A-3;
thence North 14°-30'-13" East 273.00 feet;
thence South 75°-29'-45" East 100.00 feet to the POINT OF BEGINNING of the parcel herein described;
thence North 62°-56'-57" East 81.54 feet;
thence South 62°-22'-00" East 180.00 feet;
thence South 27°-38'-00" West 55.00 feet;
thence southwesterly 25.17 feet along the arc of a circular curve concave northwesterly having a radius of 62.50 feet through a central angle of 23°-04'-20" and being subtended by a chord which bears South 39°-49'-10" West 25.00 feet;
thence along a non-tangential line South 78°-46'-04" West 58.93 feet to a point on a curve;
thence northwesterly 35.67 feet along the arc of a non-tangential circular curve concave northeasterly having a radius of 62.50 feet through a central angle of 32°-42'-13" and being subtended by a chord which bears North 56°-49'-07" West 35.19 feet to a point of reverse curvature;
thence northwesterly 31.41 feet along the arc of a circular curve concave southwesterly having a radius of 93.40 feet through a central angle of 19°-16'-00" and being subtended by a chord which bears North 59°-06'-03" West 31.26 feet;
thence North 59°-44'-00" West 20.00 feet;
thence westerly 40.39 feet along the arc of a circular curve concave southerly having a radius of 48.00 feet through a central angle of 48°-12'-23" and being subtended by a chord which bears North 83°-53'-11" West 39.20 feet;
thence along a non-tangential line North 17°-56'-23" West 76.26 feet to the Point of Beginning of the parcel herein described;
subject to easements and restrictions of record;
containing .52 acres more or less;
Bearings are based on (P.B. 14, pages 118-120) Collier County Public Records, Collier County, Florida;

CERTIFICATE: (NOT A SURVEY, CERTIFICATE FOR FUTURE USE)
WE HEREBY CERTIFY to Bennington Group Inc.

that a BOUNDARY SURVEY of phase of The Coach Homes of Berkshire Lakes, being a part of tracts A-1, A-2 & A-3 of Berkshire Lakes Unit one, P.B. 14 pages 118-120 Collier County, Florida, was completed under our direction on

To the best of our knowledge and belief, this BOUNDARY SURVEY meets the minimum technical standards set forth by the Florida Board of Land Surveyors, pursuant to Section 472.027, Florida Statues, and Chapter 21HH-6, Florida Administrative Code.

WILSON, MILLER, BARTON, SOLL & PEEK, INC.
Reg. Engineers and Land Surveyors

By---------- DATE----------
Michael C. LaMure P.L.S. #4247

NOTE: This Certification is only for the lands as described. It is not a certification of title, zoning, easements or freedom of encumbrances. This Certification is not valid unless signed by surveyor and sealed with the surveyor's embossed seal.

ABSTRACT NOT REVIEWED.

THE COACH HOMES OF BERKSHIRE LAKES, A CONDOMINIUM PLOT PLAN AND SKETCH & DESCRIPTION OF PHASE TWENTY-TWO

GENERAL NOTES:
1) ALL IMPROVEMENTS SHOWN HEREON ARE PROPOSED AS OF JAN. 1989, UNLESS OTHERWISE NOTED.
2) SEE ATTACHMENTS FOR LEGAL DESCRIPTIONS OF THE CONDOMINIUM PARCELS, RECREATIONAL PARCEL AND INGRESS AND EGRESS EASEMENT.
3) (L.C.E.) = LIMITED COMMON ELEMENT (C.E.) = COMMON ELEMENT
4) DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.
5) ALL CURVES ARE CIRCULAR CURVES AND ALL DIMENSIONS ON CURVES ARE ARC LENGTHS UNLESS NOTED OTHERWISE. "L"= ARC, "CD"= CHORD DISTANCE, "CH"= CHORD, "R"= RADIUS; "Δ"= DELTA
6) U.E. = UTILITY EASEMENT.
7) P.O.C. = POINT OF COMMENCEMENT
8) P.O.B. = POINT OF BEGINNING
9) ELEVATIONS ARE BASED ON NATIONAL GEODETIC VERTICAL DATUM
10.) SURVEYS OF INDIVIDUAL PHASES WILL BE COMPLETED WITH ISSUE OF SUBSTANTIAL COMPLETION CERTIFICATES.

TRACTS A-1, A-2, & A-3
"BERKSHIRE LAKES UNIT ONE", P.B. 14, pages 118 thru 120
COLLIER COUNTY, FLORIDA

EXHIBIT "C" SHEET 22 OF 33

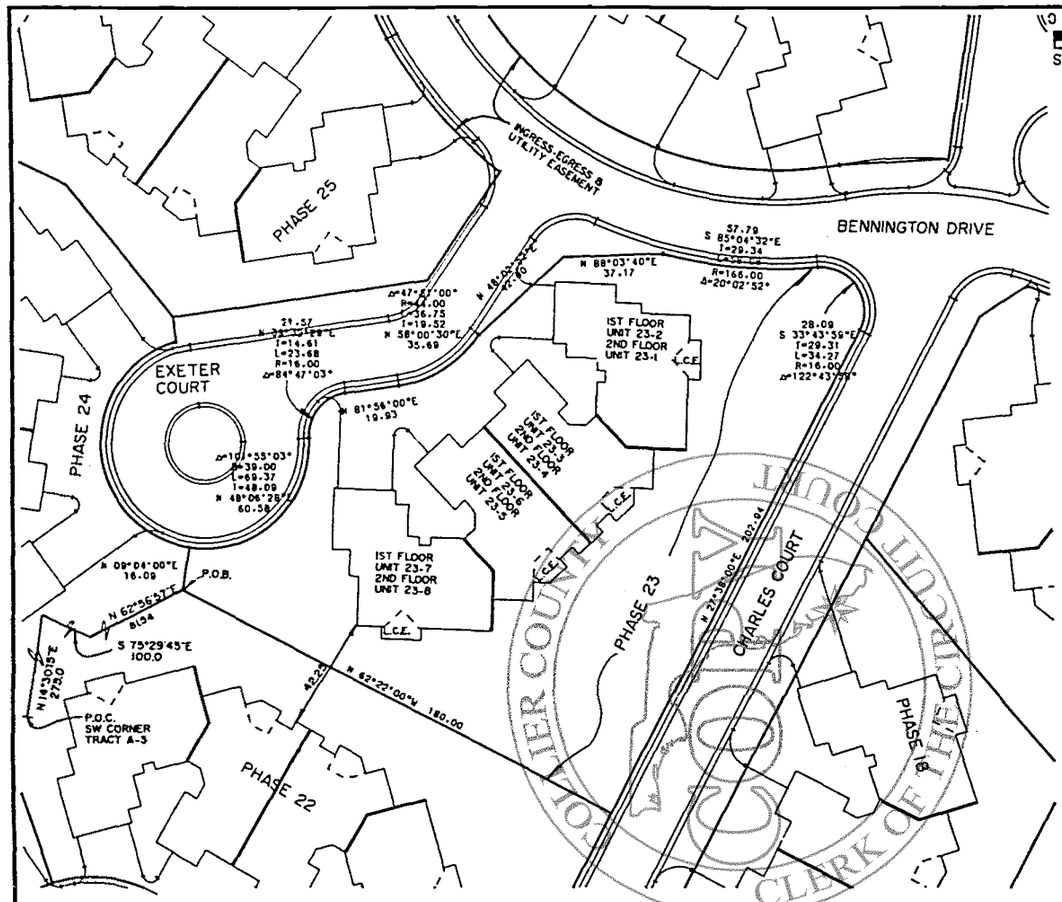
WILSON, MILLER, BARTON, SOLL, & PEEK, INC.
ENGINEERS, PLANNERS, & LAND SURVEYORS NAPLES, FLORIDA

FOR: BENNINGTON GROUP, INC.
DATE: NOV. 1988
SCALE: AS SHOWN
DRAWN BY: M.T.
CHECKED: M.C.L.
W.O.#: 7956.2
FILE # 3C-457 SHEET 22 OF 33

CLERK OF THE CIRCUIT COURT COLLIER COUNTY

•P• PHASE 22 - 181CO.2493PF• BRKIRA 17022 11-Jun-89 02:58 PM / 26994-191

001424 OR BOOK 000233 PAGE



Description of condo Phase 23 a part of Tracts A-1, A-2 and A-3 of Berkshire Lakes Unit 1 (P.B. 14, pages 118-120) Collier County, Florida

All that part of Tracts A-1, A-2 and A-3 of Berkshire Lakes Unit One (P.B. 14, pages 118-120) Collier County, Florida, being more particularly described as follows:
Commencing at the southwest corner of said Tract A-3;
thence North 14°-30'-15" East 275.00 feet;
thence South 75°-29'-45" East 100.00 feet;
thence North 62°-56'-37" East 81.54 feet to the POINT OF BEGINNING of the parcel herein described:
thence North 09°-04'-00" East 16.09 feet to a point on a curve;
thence easterly and northerly 69.37 feet along the arc of a non-tangential circular curve concave northwesterly having a radius of 39.00 feet through a central angle of 101°-55'-03" and being subtended by a chord which bears North 48°-06'-28" East 60.58 feet to a point of reverse curvature;
thence northeasterly 23.68 feet along the arc of a circular curve concave southeasterly having a radius of 16.00 feet through a central angle of 84°-47'-03" and being subtended by a chord which bears North 39°-32'-29" East 21.57 feet;
thence North 81°-56'-00" East 19.93 feet;
thence northeasterly 36.75 feet along the arc of a circular curve concave northwesterly having a radius of 44.00 feet through a central angle of 47°-51'-00" and being subtended by a chord which bears North 58°-00'-30" East 35.69 feet;
thence along a non-tangential line North 44°-02'-52" East 42.49 feet;
thence North 88°-03'-40" East 37.17 feet to a point on a curve;
thence easterly 59.08 feet along the arc of a non-tangential circular curve concave northerly having a radius of 166.00 feet through a central angle of 20°-02'-52" and being subtended by a chord which bears South 85°-04'-32" East 57.79 feet to a point of reverse curvature;
thence southeasterly and southerly 34.27 feet along the arc of a circular curve concave southwesterly having a radius of 16.00 feet through a central angle of 122°-43'-59" and being subtended by a chord which bears South 33°-43'-59" East 28.09 feet;
thence South 27°-38'-00" West 202.94 feet;
thence North 62°-22'-00" West 180.00 feet to the Point of Beginning;
subject to easements and restrictions of record;
containing .64 acres more or less;
bearings are based on (P.B. 14, pages 118-120) Collier County Public Records, Collier County, Florida;

CERTIFICATE: (NOT A SURVEY. CERTIFICATE FOR FUTURE USE)
WE HEREBY CERTIFY to Bennington Group Inc.

that a BOUNDARY SURVEY of phase of The Coach Homes of Berkshire Lakes, being a part of tracts A-1, A-2 & A-3 of Berkshire Lakes, Unit one, P.B. 14 pages 118-120 Collier County, Florida, was completed under our direction on

To the best of our knowledge and belief, this BOUNDARY SURVEY meets the minimum technical standards set forth by the Florida Board of Land Surveyors, pursuant to Section 472.027, Florida Statues, and Chapter 21HH-6, Florida Administrative Code.

WILSON, MILLER, BARTON, SOLL & PEEK, INC.
Reg. Engineers and Land Surveyors

By---------- DATE----------
Michael C. LeMure P.L.S. #4247

NOTE: This Certification is only for the lands as described. It is not a certification of title, zoning, easements or freedom of encumbrances. This Certification is not valid unless signed by surveyor and sealed with the surveyor's embossed seal.

ABSTRACT NOT REVIEWED.

THE COACH HOMES OF BERKSHIRE LAKES, A CONDOMINIUM
PLOT PLAN AND SKETCH & DESCRIPTION OF PHASE TWENTY-THREE

GENERAL NOTES:
1) ALL IMPROVEMENTS SHOWN HEREON ARE PROPOSED AS OF JAN. 1989. UNLESS OTHERWISE NOTED.
2) SEE ATTACHMENTS FOR LEGAL DESCRIPTIONS OF THE CONDOMINIUM PARCELS, RECREATIONAL PARCEL AND INGRESS AND EGRESS EASEMENT.
3) (L.C.E.) = LIMITED COMMON ELEMENT (C.E.) = COMMON ELEMENT
4) DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.
5) ALL CURVES ARE CIRCULAR CURVES AND ALL DIMENSIONS ON CURVES ARE ARC LENGTHS UNLESS NOTED OTHERWISE. "L"= ARC, "CD"= CHORD DISTANCE, "CH"= CHORD, "R"= RADIUS, "Δ"= DELTA
6) U.E. = UTILITY EASEMENT.
7) P.O.C. = POINT OF COMMENCEMENT
8) P.O.B. = POINT OF BEGINNING
9) ELEVATIONS ARE BASED ON NATIONAL GEODETIC VERTICAL DATUM
10.) SURVEYS OF INDIVIDUAL PHASES WILL BE COMPLETED WITH ISSUE OF SUBSTANTIAL COMPLETION CERTIFICATES.

TRACTS A-1, A-2, & A-3
"BERKSHIRE LAKES UNIT ONE", P.B. 14, pages 118 thru 120
COLLIER COUNTY, FLORIDA

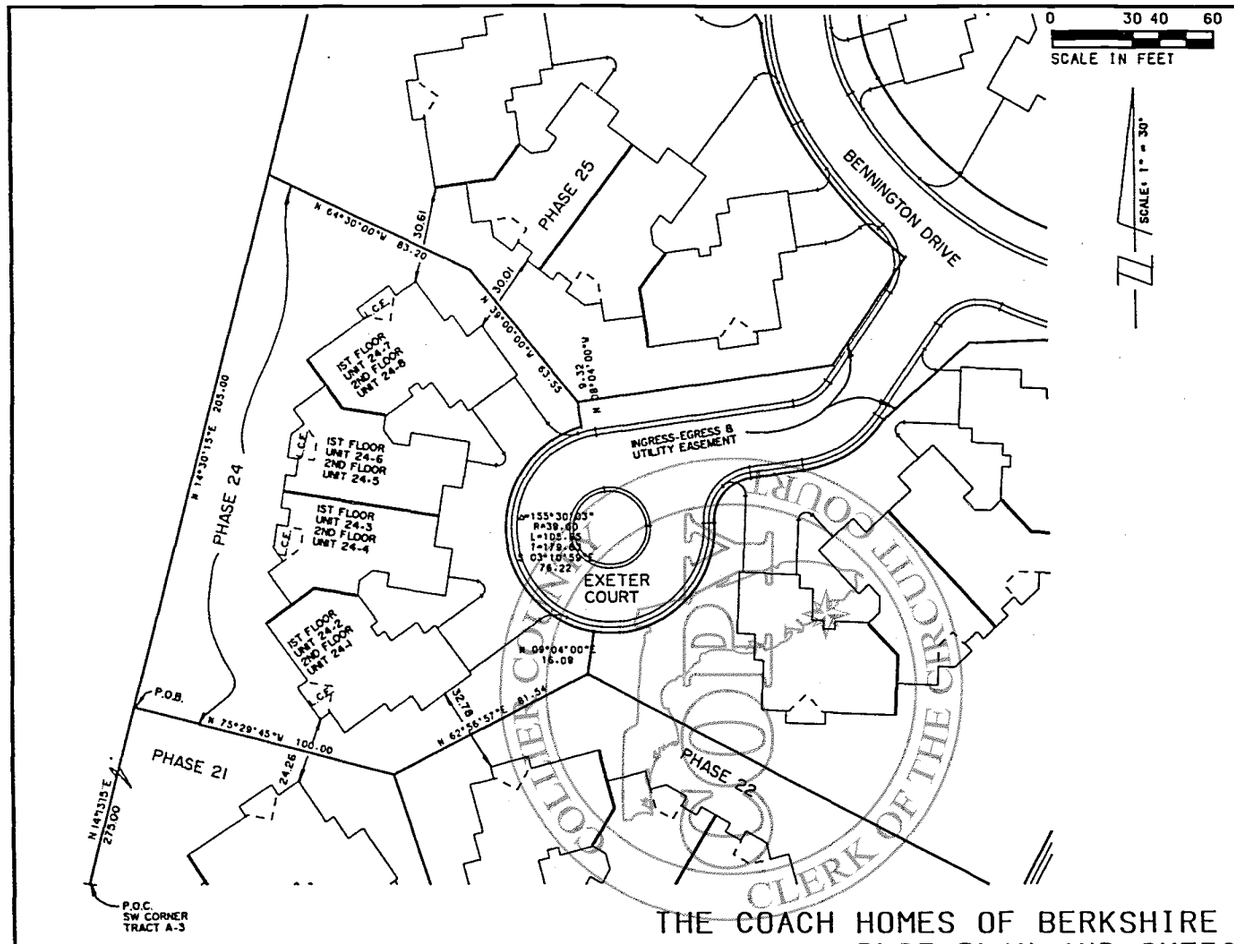
EXHIBIT "C" SHEET 23 OF 33

WILSON, MILLER, BARTON, SOLL, & PEEK, INC.
ENGINEERS, PLANNERS, & LAND SURVEYORS NAPLES, FLORIDA

FOR: BENNINGTON GROUP, INC.
DATE: NOV. 1988
SCALE: AS SHOWN
DRAWN BY: M.T.
CHECKED: M.C.L.
W.O.#: 7956.2
FILE # 30-457 SHEET 23OF 33

•Pe PHASE 23 - 191CO.249JPF• SRKTRA 17023 11-Jan-89 03:38 PM / 26884-191

001424 OR BOOK 000234 PAGE



Description of condo Phase 24 of part of Tracts A-1, A-2 and A-3 of Berkshire Lakes Unit 1 (P.B. 14, pages 118-120) Collier County, Florida

All that part of Tracts A-1, A-2 and A-3 of Berkshire Lakes Unit One (P.B. 14, pages 118-120) Collier County, Florida, being more particularly described as follows:
Commencing at the southwest corner of said Tract A-3;
thence North 14°-30'-13" East 275.00 feet to the POINT OF BEGINNING of the parcel herein described;
thence North 14°-30'-13" East 205.00 feet;
thence South 64°-30'-00" East 83.70 feet;
thence South 38°-00'-00" East 63.33 feet;
thence South 38°-00'-00" East 9.32 feet to a point on a curve;
thence southwesterly, southerly and southeasterly 107.55 feet along the arc of a non-tangential circular curve concave easterly having a radius of 39.60 feet through a central angle of 155°-30'-03" and being subtended by a chord which bears South 03°-10'-59" East 76.22 feet;
thence along a non-tangential line South 29°-04'-00" West 16.09 feet;
thence South 62°-56'-57" West 81.54 feet;
thence North 75°-29'-45" West 100.00 feet to the Point of Beginning;
subject to easements and restrictions of record;
containing .56 acres more or less;
bearings are based on (P.B. 14, pages 118-120) Collier County Public Records, Collier County, Florida)

CERTIFICATE: (NOT A SURVEY, CERTIFICATE FOR FUTURE USE)
WE HEREBY CERTIFY to Bennington Group Inc.

that a BOUNDARY SURVEY of phase of The Coach Homes of Berkshire Lakes, being a part of tracts A-1, A-2 & A-3 of Berkshire Lakes, Unit one, P.B. 14 pages 118-120 Collier County, Florida, was completed under our direction on

To the best of our knowledge and belief, this BOUNDARY SURVEY meets the minimum technical standards set forth by the Florida Board of Land Surveyors, pursuant to Section 472.027, Florida Statutes, and Chapter 21HH-6, Florida Administrative Code.

WILSON, MILLER, BARTON, SOLL & PEEK, INC.
Reg. Engineers and Land Surveyors

By---------- DATE---------->
Michael C. LeMure P.L.S. #4247

NOTE: This Certification is only for the lands as described. It is not a certification of title, zoning, easements or freedom of encumbrances. This Certification is not valid unless signed by surveyor and sealed with the surveyor's embossed seal.

ABSTRACT NOT REVIEWED.

THE COACH HOMES OF BERKSHIRE LAKES, A CONDOMINIUM
PLOT PLAN AND SKETCH & DESCRIPTION OF PHASE TWENTY-FOUR

GENERAL NOTES:
1) ALL IMPROVEMENTS SHOWN HEREON ARE PROPOSED AS OF JAN. 1989, UNLESS OTHERWISE NOTED.
2) SEE ATTACHMENTS FOR LEGAL DESCRIPTIONS OF THE CONDOMINIUM PARCELS, RECREATIONAL PARCEL AND INGRESS AND EGRESS EASEMENT.
3) (L.C.E.) = LIMITED COMMON ELEMENT (C.E.) = COMMON ELEMENT
4) DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.
5) ALL CURVES ARE CIRCULAR CURVES AND ALL DIMENSIONS ON CURVES ARE ARC LENGTHS UNLESS NOTED OTHERWISE. "L"= ARC. "CD"= CHORD DISTANCE. "CH"= CHORD. "R"= RADIUS; "Δ"= DELTA
6) U.E. = UTILITY EASEMENT.
7) P.O.C. = POINT OF COMMENCEMENT
8) P.O.B. = POINT OF BEGINNING
9) ELEVATIONS ARE BASED ON NATIONAL GEODETIC VERTICAL DATUM
10.) SURVEYS OF INDIVIDUAL PHASES WILL BE COMPLETED WITH ISSUE OF SUBSTANTIAL COMPLETION CERTIFICATES.

TRACTS A-1, A-2, & A-3
"BERKSHIRE LAKES UNIT ONE", P.B. 14, pages 118 thru 120
COLLIER COUNTY, FLORIDA

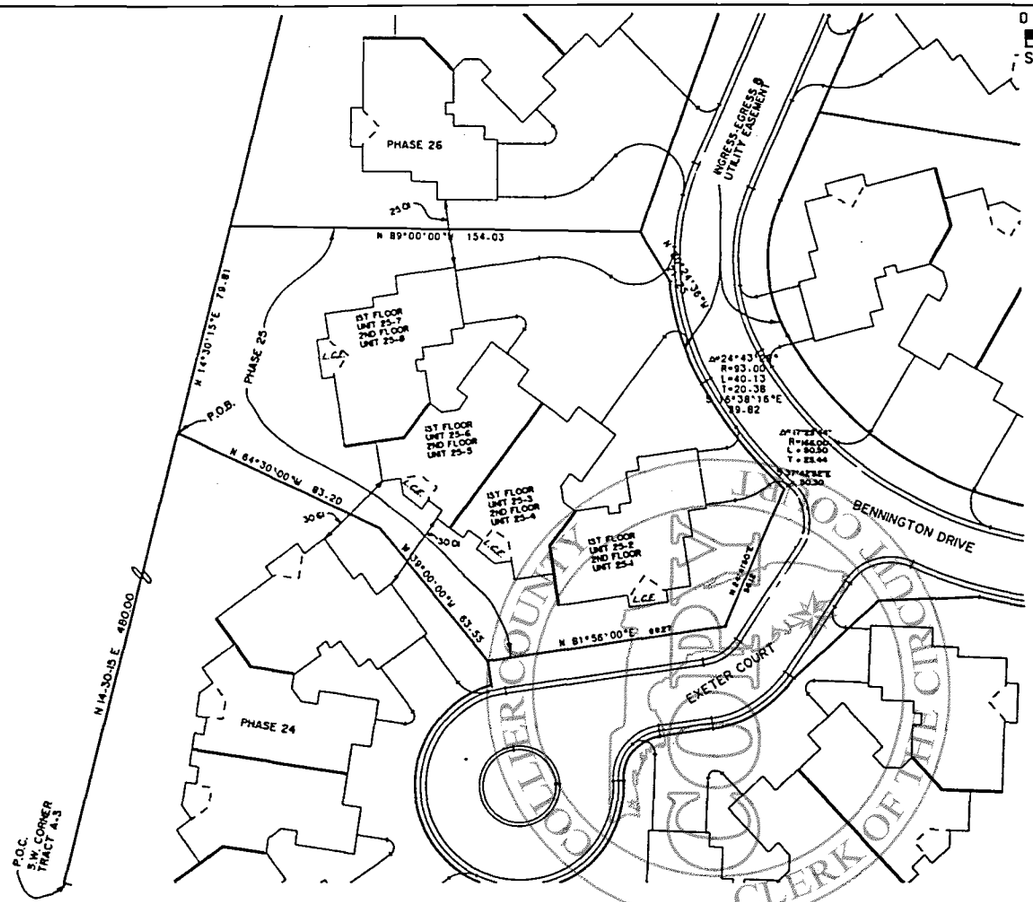
EXHIBIT "C" SHEET 24 OF 33

WILSON, MILLER, BARTON, SOLL, & PEEK, INC.
ENGINEERS, PLANNERS, & LAND SURVEYORS NAPLES, FLORIDA

FOR: BENNINGTON GROUP, INC.
DATE: NOV. 1988
SCALE: AS SHOWN
DRAWN BY: M.T.
CHECKED: M.C.L.
W.O.#: 7956.2
FILE # 3C-457 SHEET 24 OF 33

CLERK OF THE CIRCUIT COURT COLLIER COUNTY

001424 OR BOOK 000235 PAGE



Description of condo Phase 25 of part of Tracts A-1, A-2 and A-3 of Berkshire Lakes Unit 1 (P.B. 14, pages 118-120) Collier County, Florida

All that part of Tracts A-1, A-2, and A-3 of Berkshire Lakes Unit One (P.B. 14, pages 118-120) Collier County, Florida, being more particularly described as follows:
Commencing at the southwest corner of said Tract A-3;
thence North 14°-30'-15" East 482.00 feet to the POINT OF BEGINNING of the parcel herein described;
thence North 14°-30'-15" East 79.81 feet;
thence South 89°-59'-02" East 154.03 feet;
thence South 10°-24'-36" East 21.24 feet to a point on a curve;
thence southerly 84.13 feet along the arc of a circular curve concave easterly, having a radius of 93.00 feet through a central angle of 24°-43'-00" and being subtended by a chord which bears South 14°-38'-16" East 39.42 feet to a point of compound curvature;
thence southeasterly 53.50 feet along the arc of a circular curve concave northeasterly, having a radius of 156.00 feet through a central angle of 17°-37'-44" and being subtended by a chord which bears South 37°-47'-52" East 53.30 feet;
thence along a non-tangential line South 24°-41'-50" West 56.12 feet;
thence South 81°-56'-00" West 83.27 feet;
thence North 19°-58'-00" West 63.55 feet;
thence North 64°-32'-00" West 83.20 feet to the Point of Beginning of the parcel herein described;
subject to easements and restrictions of record;
containing .58 acres more or less;
bearings are based on P.B. 14, pages 118-120, Collier County Public Records, Collier County, Florida.

CERTIFICATE: (NOT A SURVEY, CERTIFICATE FOR FUTURE USE)
WE HEREBY CERTIFY to Bennington Group Inc.

that a BOUNDARY SURVEY of phase of The Coach Homes of Berkshire Lakes, being a part of tracts A-1, A-2 & A-3 of Berkshire Lakes, Unit one, P.B. 14 pages 118-120 Collier County, Florida, was completed under our direction on

To the best of our knowledge and belief, this BOUNDARY SURVEY meets the minimum technical standards set forth by the Florida Board of Land Surveyors, pursuant to Section 472.027, Florida Statutes, and Chapter 21HH-6, Florida Administrative Code.

WILSON, MILLER, BARTON, SOLL & PEEK, INC.
Reg. Engineers and Land Surveyors

By---------- DATE----------
Michael C. LaMure P.L.S. #4247

NOTE: This Certification is only for the lands as described. It is not a certification of title, zoning, easements or freedom of encumbrances. This Certification is not valid unless signed by surveyor and sealed with the surveyor's embossed seal.

ABSTRACT NOT REVIEWED.

THE COACH HOMES OF BERKSHIRE LAKES, A CONDOMINIUM
PLOT PLAN AND SKETCH & DESCRIPTION OF PHASE TWENTY-FIVE

GENERAL NOTES:
1) ALL IMPROVEMENTS SHOWN HEREON ARE PROPOSED AS OF JAN. 1989. UNLESS OTHERWISE NOTED.
2) SEE ATTACHMENTS FOR LEGAL DESCRIPTIONS OF THE CONDOMINIUM PARCELS. RECREATIONAL PARCEL AND INGRESS AND EGRESS EASEMENT.
3) (L.C.E.) = LIMITED COMMON ELEMENT (C.E.) = COMMON ELEMENT
4) DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.
5) ALL CURVES ARE CIRCULAR CURVES AND ALL DIMENSIONS ON CURVES ARE ARC LENGTHS UNLESS NOTED OTHERWISE. "L"= ARC, "CD"= CHORD DISTANCE. "CH"= CHORD, "R"= RADIUS; "Δ"= DELTA
6) U.E. = UTILITY EASEMENT.
7) P.O.C. = POINT OF COMMENCEMENT
8) P.O.B. = POINT OF BEGINNING
9) ELEVATIONS ARE BASED ON NATIONAL GEODETIC VERTICAL DATUM
10.) SURVEYS OF INDIVIDUAL PHASES WILL BE COMPLETED WITH ISSUE OF SUBSTANTIAL COMPLETION CERTIFICATES.

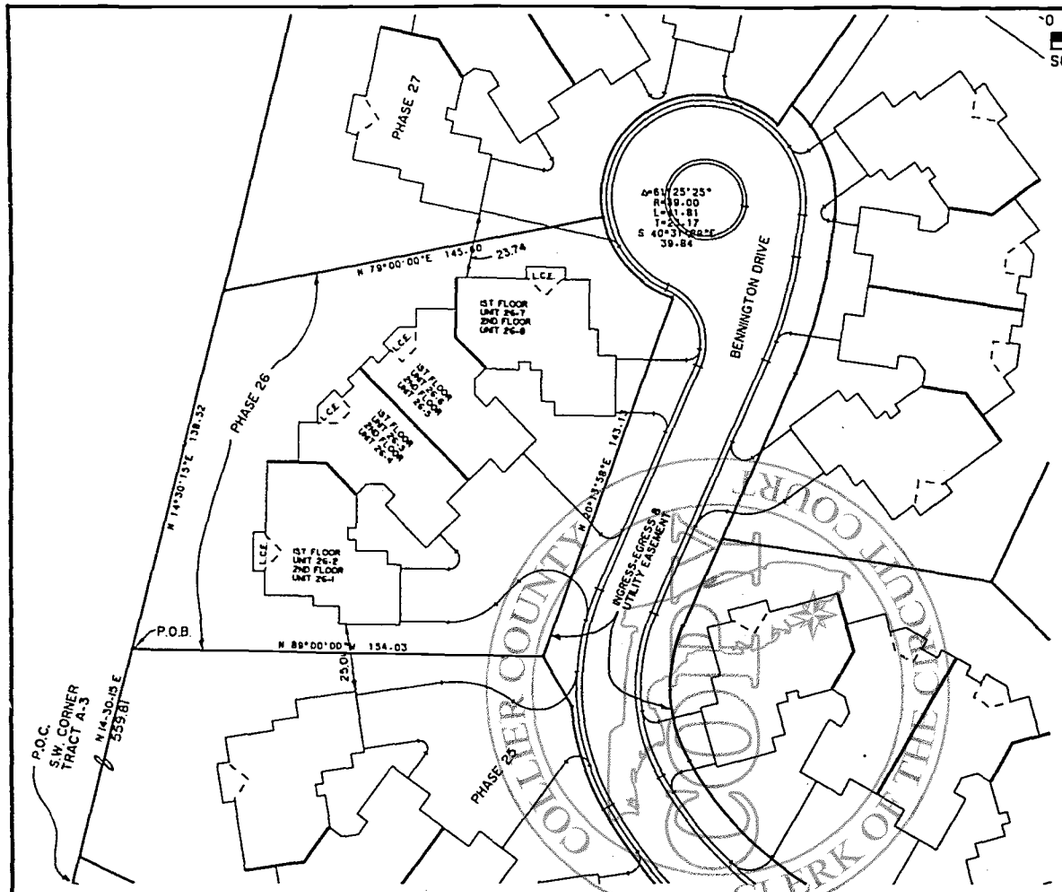
TRACTS A-1, A-2, & A-3
"BERKSHIRE LAKES UNIT ONE", P.B. 14, pages 118 thru 120
COLLIER COUNTY, FLORIDA

EXHIBIT "C" SHEET 25 OF 33

WILSON, MILLER, BARTON, SOLL, & PEEK, INC.
ENGINEERS, PLANNERS, & LAND SURVEYORS NAPLES, FLORIDA

FOR: BENNINGTON GROUP, INC.
DATE: NOV. 1988
SCALE: AS SHOWN
DRAWN BY: M.T.
CHECKED: M.C.L.
W.O.#: 7956.2
FILE # 3C-457 SHEET 5 OF 33

•P• PHASE 25 - 19100-2493PF•_BRKTRA 17025 11-Jan-89 04:33 PM / 26994-191



Description of condo Phase 26 of part of Tracts A-1, A-2 and A-3 of Berkshire Lakes Unit I (P.B. 14, pages 118-120) Collier County, Florida

All that part of Tracts A-1, A-2 and A-3 of Berkshire Lakes Unit One (P.B. 14, pages 118-120) Collier County, Florida, being more particularly described as follows;
Commencing at the southwest corner of said Tract A-3;
thence North 14°-30'-15" East 559.81 feet to the POINT OF BEGINNING of the parcel herein described;
thence North 14°-30'-15" East 138.32 feet;
thence North 79°-00'-00" East 145.60 feet to a point on a curve;
thence southeasterly 41.81 feet along the arc of a non-tangential circular curve concave northeasterly having a radius of 39.00 feet through a central angle of 61°-25'-25" and being subtended by a chord which bears South 40°-31'-29" East 39.84 feet;
thence along a non-tangential line South 23°-13'-56" West 143.13 feet;
thence North 89°-00'-00" West 154.03 feet to the Point of Beginning of the parcel herein described;
subject to easements and restrictions of record;
containing .93 acres more or less;
bearings are based on (P.B. 14, pages 118-120) Collier County Public Records, Collier County, Florida.

CERTIFICATE: (NOT A SURVEY, CERTIFICATE FOR FUTURE USE)
WE HEREBY CERTIFY to Bennington Group Inc.

that a BOUNDARY SURVEY of phase of The Coach Homes of Berkshire Lakes, being a part of tracts A-1, A-2 & A-3 of Berkshire Lakes, Unit one, P.B. 14 pages 118-120 Collier County, Florida, was completed under our direction on

To the best of our knowledge and belief, this BOUNDARY SURVEY meets the minimum technical standards set forth by the Florida Board of Land Surveyors, pursuant to Section 472.027, Florida Statues, and Chapter 21HH-6, Florida Administrative Code.

WILSON, MILLER, BARTON, SOLL & PEEK, INC.
Reg. Engineers and Land Surveyors

By---------- DATE----------
Michael C. LeMure P.L.S. #4247

NOTE: This Certification is only for the lands as described. It is not a certification of title, zoning, easements or freedom of encumbrances. This Certification is not valid unless signed by surveyor and sealed with the surveyor's embossed seal.

ABSTRACT NOT REVIEWED.

THE COACH HOMES OF BERKSHIRE LAKES, A CONDOMINIUM
PLOT PLAN AND SKETCH & DESCRIPTION OF PHASE TWENTY-SIX

GENERAL NOTES:
1) ALL IMPROVEMENTS SHOWN HEREON ARE PROPOSED AS OF JAN. 1989, UNLESS OTHERWISE NOTED.
2) SEE ATTACHMENTS FOR LEGAL DESCRIPTIONS OF THE CONDOMINIUM PARCELS, RECREATIONAL PARCEL AND INGRESS AND EGRESS EASEMENT.
3) (L.C.E.) = LIMITED COMMON ELEMENT (C.E.) = COMMON ELEMENT
4) DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.
5) ALL CURVES ARE CIRCULAR CURVES AND ALL DIMENSIONS ON CURVES ARE ARC LENGTHS UNLESS NOTED OTHERWISE. "L"= ARC, "CD"= CHORD DISTANCE. "CH"= CHORD. "R"= RADIUS; "Δ "= DELTA
6) U.E. = UTILITY EASEMENT.
7) P.O.C. = POINT OF COMMENCEMENT
8) P.O.B. = POINT OF BEGINNING
9) ELEVATIONS ARE BASED ON NATIONAL GEDDETIC VERTICAL DATUM
10.) SURVEYS OF INDIVIDUAL PHASES WILL BE COMPLETED WITH ISSUE OF SUBSTANTIAL COMPLETION CERTIFICATES.

TRACTS A-1, A-2, & A-3
"BERKSHIRE LAKES UNIT ONE", P.B. 14, pages 118 thru 120
COLLIER COUNTY, FLORIDA

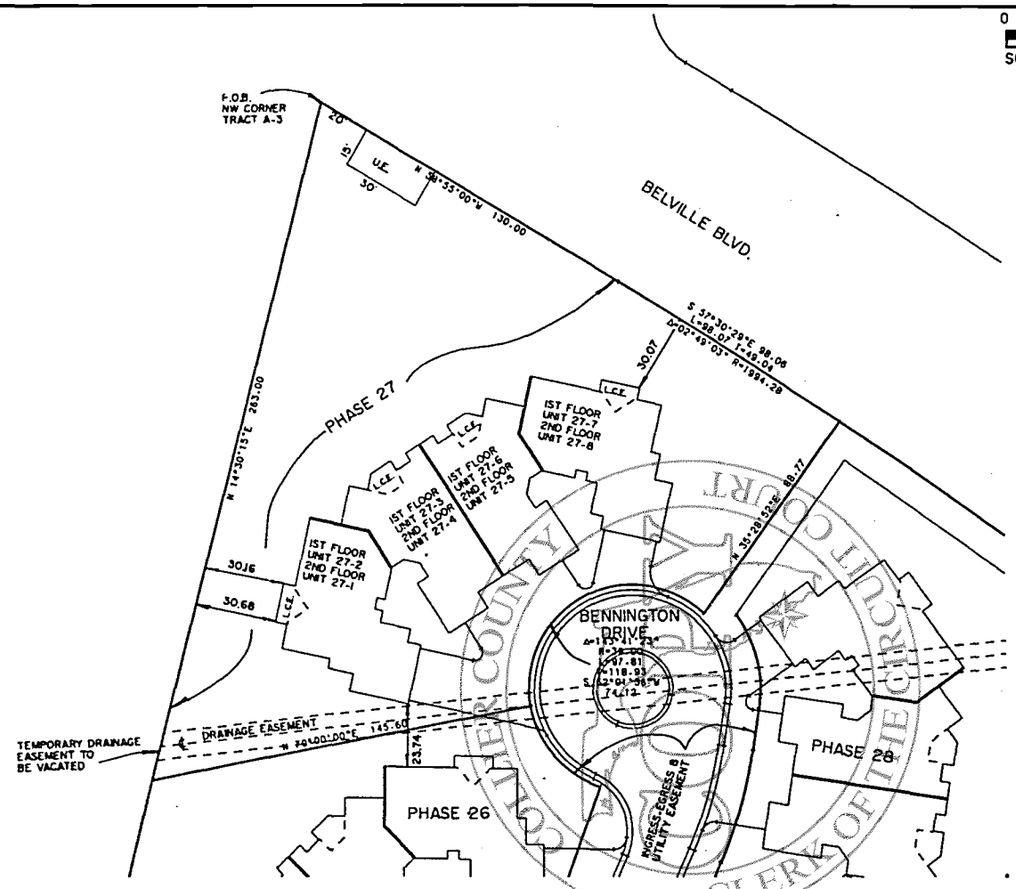
EXHIBIT "C" SHEET 26 OF 33

WILSON, MILLER, BARTON, SOLL, & PEEK, INC.
ENGINEERS, PLANNERS, & LAND SURVEYORS NAPLES, FLORIDA

FOR: BENNINGTON GROUP, INC.
DATE: NOV. 1988
SCALE: AS SHOWN
DRAWN BY: M.T.
CHECKED: M.C.L.
W.O.#: 7956.2
FILE # 3C-457 SHEET 26 OF 33

•P• PHASE 26 - 191EO.2493PF• BRXIRA 17026 11-Jan-89 03•31 PM / 26894-191

001424 OR BOOK 000237 PAGE



0 30 40 60
SCALE IN FEET

SCALE: 1" = 30'

Description of condo Phase 27 of part of
Tracts A-1, A-2 and A-3 of Berkshire Lakes Unit 1
(P.B. 14, pages 118-120) Collier County, Florida

All that part of Tracts A-1, A-2 and A-3 of Berkshire Lakes Unit One (P.B. 14, pages 118-120) Collier County, Florida, being more particularly described as follows:
Beginning at the northwest corner of said Tract A-3;
thence South 53°-55'-45" East 130.00 feet;
thence southeasterly 98.07 feet along the arc of a circular curve concave to the southwest having a radius of 1994.28 feet through a central angle of 2°-49'-03" and being subtended by a chord which bears South 37°-30'-29" East 98.06 feet;
thence along a non-tangential line South 35°-29'-32" West 88.77 feet to a point on a curve;
thence westerly and southwesterly 97.81 feet along the arc of a non-tangential circular curve concave southeasterly having a radius of 35.00 feet through a central angle of 183°-41'-33" and being subtended by a chord which bears South 82°-01'-36" West 74.12 feet;
thence along a non-tangential line South 79°-08'-00" West 145.60 feet;
thence North 14°-30'-13" East 283.00 feet to the Point of Beginning of the parcel herein described;
subject to easements and restrictions of record;
containing .80 acres more or less;
bearings are based on (P.B. 14, pages 118-120) Collier County Public Records, Collier County, Florida.

CERTIFICATE: (NOT A SURVEY, CERTIFICATE FOR FUTURE USE)
WE HEREBY CERTIFY to Bennington Group Inc.

that a BOUNDARY SURVEY of phase of The Coach Homes of Berkshire Lakes, being a part of tracts A-1, A-2 & A-3 of Berkshire Lakes, Unit one, P.B. 14 pages 118-120 Collier County, Florida, was completed under our direction on

To the best of our knowledge and belief, this BOUNDARY SURVEY meets the minimum technical standards set forth by the Florida Board of Land Surveyors, pursuant to Section 472.027, Florida Statues, and Chapter 21HH-6, Florida Administrative Code.

WILSON, MILLER, BARTON, SOLL & PEEK, INC.
Reg. Engineers and Land Surveyors

By---------- DATE----------
Michael C. LaMure P.L.S. #4247

NOTE: This Certification is only for the lands as described. It is not a certification of title, zoning, easements or freedom of encumbrances. This Certification is not valid unless signed by surveyor and sealed with the surveyor's embossed seal.

ABSTRACT NOT REVIEWED.

THE COACH HOMES OF BERKSHIRE LAKES, A CONDOMINIUM
PLOT PLAN AND SKETCH & DESCRIPTION OF
PHASE TWENTY-SEVEN

GENERAL NOTES:
1) ALL IMPROVEMENTS SHOWN HEREON ARE PROPOSED AS OF JAN. 1989. UNLESS OTHERWISE NOTED.
2) SEE ATTACHMENTS FOR LEGAL DESCRIPTIONS OF THE CONDOMINIUM PARCELS. RECREATIONAL PARCEL AND INGRESS AND EGRESS EASEMENT.
3) (L.C.E.) = LIMITED COMMON ELEMENT (C.E.) = COMMON ELEMENT
4) DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.
5) ALL CURVES ARE CIRCULAR CURVES AND ALL DIMENSIONS ON CURVES ARE ARC LENGTHS UNLESS NOTED OTHERWISE. "L"= ARC, "CD"= CHORD DISTANCE, "CH"= CHORD, "R"= RADIUS; "Δ"= DELTA
6) U.E. = UTILITY EASEMENT.
7) P.O.C. = POINT OF COMMENCEMENT
8) P.O.B. = POINT OF BEGINNING
9) ELEVATIONS ARE BASED ON NATIONAL GEODETIC VERTICAL DATUM
10.) SURVEYS OF INDIVIDUAL PHASES WILL BE COMPLETED WITH ISSUE OF SUBSTANTIAL COMPLETION CERTIFICATES.

TRACTS A-1, A-2, & A-3
"BERKSHIRE LAKES UNIT ONE", P.B. 14, pages 118 thru 120
COLLIER COUNTY, FLORIDA

EXHIBIT "C" SHEET 27 OF 33

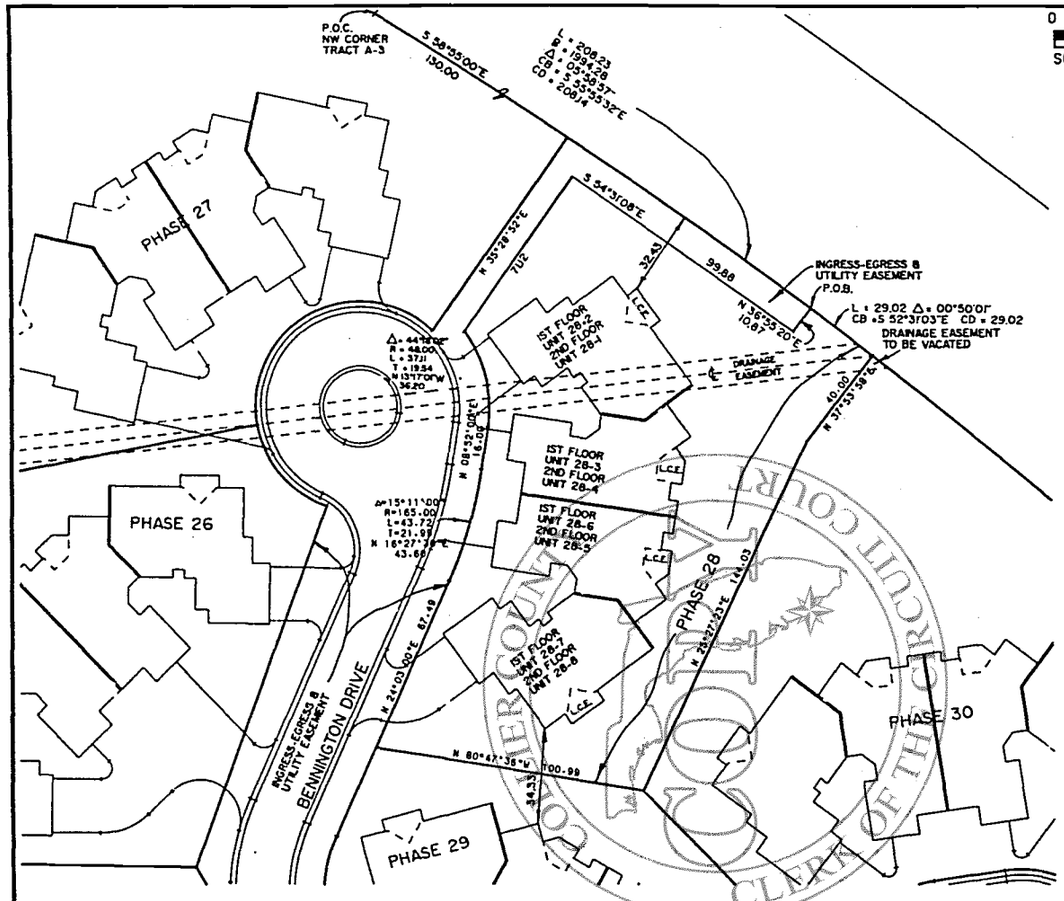
WILSON, MILLER, BARTON, SOLL, & PEEK, INC.
ENGINEERS, PLANNERS, & LAND SURVEYORS NAPLES, FLORIDA

FOR: BENNINGTON GROUP, INC.
DATE: NOV. 1988
SCALE: AS SHOWN
DRAWN BY: M.T.
CHECKED: M.C.L.
W.O.#: 7956.2
FILE # 3C-457 SHEET 27 OF 33

COUNTY OF COLLIER CLERK OF THE CIRCUIT COURT

•P• PHASE 27 - 191CO.249)PF• BRXIRA 17027 11-Jan-89 05:53 PM / 26894-191

0014241 OR BOOK 000238 PAGE



Description of condo Phase 28 of part of
Tracts A-1, A-2 and A-3 of Berkshire Lakes Unit 1
(P.B. 14, pages 118-120) Collier County, Florida

All that part of Tracts A-1, A-2 and A-3 of Berkshire Lakes Unit One (P.B. 14, pages 118-120) Collier County, Florida, being more particularly described as follows:
Commencing at the northwest corner of said Tract A-3;
thence South 58°-55'-00" East 130.00 feet;
thence southeasterly 208.23 feet along the arc of a circular curve concave to the southwest having a radius of 1994.28 feet through a central angle of 5°-59'-37" and being subtended by a chord which bears South 55°-55'-32" East 208.14 feet to the POINT OF BEGINNING of the parcel herein described;
thence southeasterly 29.01 feet along the arc of a circular curve concave southwesterly having a radius of 1994.28 feet through a central angle of 00°-50'-01" and being subtended by a chord which bears South 57°-31'-03" East 29.02 feet;
thence along a non-tangential line South 37°-53'-58" West 40.00 feet;
thence South 37°-27'-33" West 166.83 feet;
thence North 88°-47'-38" West 108.99 feet;
thence North 24°-03'-00" East 87.49 feet;
thence northerly 43.72 feet along the arc of a circular curve concave westerly having a radius of 165.00 feet through a central angle of 15°-11'-00" and being subtended by a chord which bears North 16°-27'-30" East 43.60 feet;
thence North 08°-52'-00" East 16.00 feet;
thence northeasterly 37.11 feet along the arc of a circular curve concave westerly having a radius of 48.00 feet through a central angle of 44°-18'-02" and being subtended by a chord which bears North 13°-17'-04" West 36.20 feet;
thence along a non-tangential line North 35°-28'-52" East 71.12 feet;
thence South 54°-31'-08" East 99.88 feet;
thence North 34°-55'-28" East 10.87 feet to the Point of Beginning of the parcel herein described;
subject to easements and restrictions of record;
containing .51 acres more or less;
bearings are based on (P.B. 14, pages 118-120) Collier County Public Records, Collier County, Florida;

CERTIFICATE: (NOT A SURVEY. CERTIFICATE FOR FUTURE USE)
WE HEREBY CERTIFY to Bennington Group Inc.

that a BOUNDARY SURVEY of phase of The Coach Homes of Berkshire Lakes, being a part of tracts A-1, A-2 & A-3 of Berkshire Lakes, Unit one, P.B. 14 pages 118-120 Collier County, Florida, was completed under our direction on

To the best of our knowledge and belief, this BOUNDARY SURVEY meets the minimum technical standards set forth by the Florida Board of Land Surveyors, pursuant to Section 472.027, Florida Statues, and Chapter 21HH-6, Florida Administrative Code.

WILSON, MILLER, BARTON, SOLL & PEEK, INC.
Reg. Engineers and Land Surveyors

By---------- DATE----------
Michael C. LaMura P.L.S. #4247

NOTE: This Certification is only for the lands as described. It is not a certification of title, zoning, easements or freedom of encumbrances. This Certification is not valid unless signed by surveyor and sealed with the surveyor's embossed seal.

ABSTRACT NOT REVIEWED.

THE COACH HOMES OF BERKSHIRE LAKES, A CONDOMINIUM
PLOT PLAN AND SKETCH & DESCRIPTION OF
PHASE TWENTY-EIGHT

GENERAL NOTES:
1) ALL IMPROVEMENTS SHOWN HEREON ARE PROPOSED AS OF JAN. 1989, UNLESS OTHERWISE NOTED.
2) SEE ATTACHMENTS FOR LEGAL DESCRIPTIONS OF THE CONDOMINIUM PARCELS, RECREATIONAL PARCEL AND INGRESS AND EGRESS EASEMENT.
3) (L.C.E.) = LIMITED COMMON ELEMENT (C.E.) = COMMON ELEMENT
4) DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.
5) ALL CURVES ARE CIRCULAR CURVES AND ALL DIMENSIONS ON CURVES ARE ARC LENGTHS UNLESS NOTED OTHERWISE. "L"= ARC, "CD"= CHORD DISTANCE. "CH"= CHORD. "R"= RADIUS; "Δ"= DELTA
6) U.E. = UTILITY EASEMENT.
7) P.O.C. = POINT OF COMMENCEMENT
8) P.O.B. = POINT OF BEGINNING
9) ELEVATIONS ARE BASED ON NATIONAL GEODETIC VERTICAL DATUM
10.) SURVEYS OF INDIVIDUAL PHASES WILL BE COMPLETED WITH ISSUE OF SUBSTANTIAL COMPLETION CERTIFICATES.

TRACTS A-1, A-2, & A-3
"BERKSHIRE LAKES UNIT ONE", P.B. 14, pages 118 thru 120
COLLIER COUNTY, FLORIDA

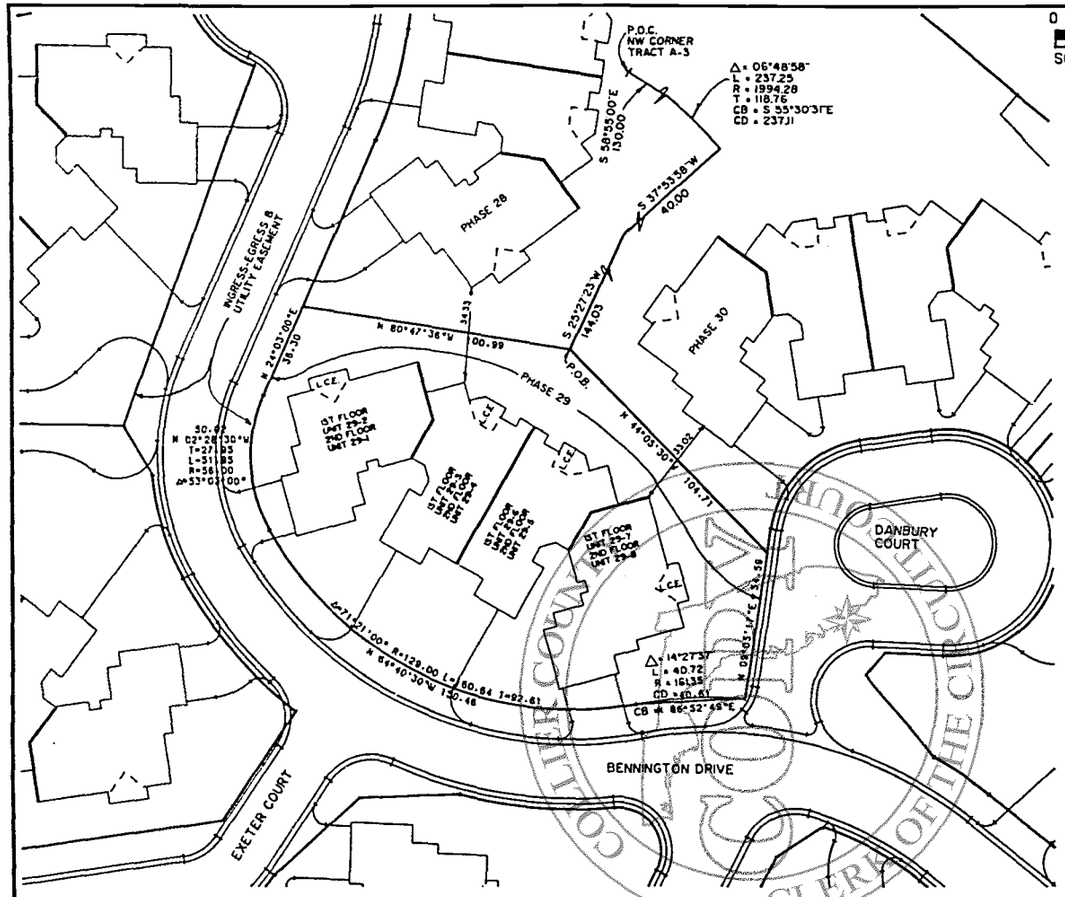
EXHIBIT "C" SHEET 28 OF 33

WILSON, MILLER, BARTON, SOLL, & PEEK, INC.
ENGINEERS, PLANNERS, & LAND SURVEYORS NAPLES, FLORIDA

FOR: BENNINGTON GROUP, INC.
DATE: NOV. 1988
SCALE: AS SHOWN
DRAWN BY: M.T.
CHECKED: M.C.L.
W.O.#: 7956.2
FILE # 3C-457 SHEET 28 OF 33

-P- PHASE 28 - 19ICO.249JPF- BRATRA 17020 11-Jan-89 08:04 PM / 26994-191

001424 OR BOOK 000239 PAGE



0 30 40 60
SCALE IN FEET

SCALE: 1" = 30'

Description of condo Phase 29 of part of
Tracts A-1, A-2 and A-3 of Berkshire Lakes Unit 1
(P.B. 14, pages 118-120) Collier County, Florida

All that part of Tracts A-1, A-2 and A-3 of Berkshire Lakes Unit One (P.B. 14, pages 118-120) Collier County, Florida, being more particularly described as follows:
Commencing at the northmost corner of said Tract A-3;
thence South 58°-55'-00" East 130.00 feet;
thence southeasterly 237.25 feet along the arc of a circular curve concave to the southwest having a radius of 1994.28 feet through a central angle of 06°-48'-58" and being subtended by a chord which bears South 55°-30'-31" East 237.11 feet;
thence along a non-tangential line South 37°-53'-58" West 40.00 feet;
thence South 23°-27'-23" West 144.03 feet to the POINT OF BEGINNING of the parcel herein described;
thence South 66°-05'-37" East 104.71 feet;
thence South 89°-05'-37" West 54.59 feet to a point on a curve;
thence westerly 40.72 feet along the arc of a non-tangential circular curve concave to the south, having a radius of 161.35 feet, through a central angle of 14°-27'-37" and being subtended by a chord which bears South 86°-52'-48" West 40.61 feet;
thence northwesterly 160.64 feet along the arc of a circular curve concave northeasterly having a radius of 129.00 feet through a central angle of 71°-21'-00" and being subtended by a chord which bears North 64°-40'-30" West 150.48 feet to a point of compound curvature;
thence northerly 51.85 feet along the arc of a circular curve concave easterly having a radius of 56.00 feet through a central angle of 53°-03'-00" and being subtended by a chord which bears North 02°-28'-30" West 50.02 feet;
thence North 24°-02'-00" East 26.70 feet;
thence South 33°-47'-36" East 109.99 feet to the Point of Beginning of the parcel herein described;
subject to easements and restrictions of record;
containing .47 acres more or less;
Bearings are based on (P.B. 14, pages 118-120) Collier County Public Records, Collier County, Florida;

CERTIFICATE: (NOT A SURVEY, CERTIFICATE FOR FUTURE USE)
WE HEREBY CERTIFY to Bennington Group Inc.

that a BOUNDARY SURVEY of phase of The Coach Homes of Berkshire Lakes, being a part of tracts A-1, A-2 & A-3 of Berkshire Lakes, Unit one, P.B. 14 pages 118-120 Collier County, Florida, was completed under our direction on

To the best of our knowledge and belief, this BOUNDARY SURVEY meets the minimum technical standards set forth by the *Florida Board of Land Surveyors*, pursuant to Section 472.027, Florida Statues, and Chapter 21HH-6, Florida Administrative Code.

WILSON, MILLER, *BARTON*, SOLL & PEEK, INC.
Reg. Engineers and Land Surveyors

By---------- DATE----------
Michael C. LeMure P.L.S. #4247

NOTE: This Certification is only for the lands as described. It is not a certification of title, zoning, easements or freedom of encumbrances. This Certification is not valid unless signed by surveyor and sealed with the surveyor's embossed seal.

ABSTRACT NOT REVIEWED.

THE COACH HOMES OF BERKSHIRE LAKES, A CONDOMINIUM
PLOT PLAN AND SKETCH & DESCRIPTION OF PHASE TWENTY-NINE

GENERAL NOTES:
1) ALL IMPROVEMENTS SHOWN HEREON ARE PROPOSED AS OF JAN. 1989, UNLESS OTHERWISE NOTED.
2) SEE ATTACHMENTS FOR LEGAL DESCRIPTIONS OF THE CONDOMINIUM PARCELS, RECREATIONAL PARCEL AND INGRESS AND EGRESS EASEMENT.
3) (L.C.E.) = LIMITED COMMON ELEMENT (C.E.) = COMMON ELEMENT
4) DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.
5) ALL CURVES ARE CIRCULAR CURVES AND ALL DIMENSIONS ON CURVES ARE ARC LENGTHS UNLESS NOTED OTHERWISE. "L"= ARC, "CD"= CHORD DISTANCE, "CH"= CHORD, "R"= RADIUS; "Δ"= DELTA
6) U.E. = UTILITY EASEMENT.
7) P.O.C. = POINT OF COMMENCEMENT
8) P.O.B. = POINT OF BEGINNING
9) ELEVATIONS ARE BASED ON NATIONAL GEODETIC VERTICAL DATUM
10.) SURVEYS OF INDIVIDUAL PHASES WILL BE COMPLETED WITH ISSUE OF SUBSTANTIAL COMPLETION CERTIFICATES.

TRACTS A-1, A-2, & A-3
"BERKSHIRE LAKES UNIT ONE", P.B. 14, pages 118 thru 120
COLLIER COUNTY, FLORIDA

EXHIBIT "C" SHEET 29 OF 33

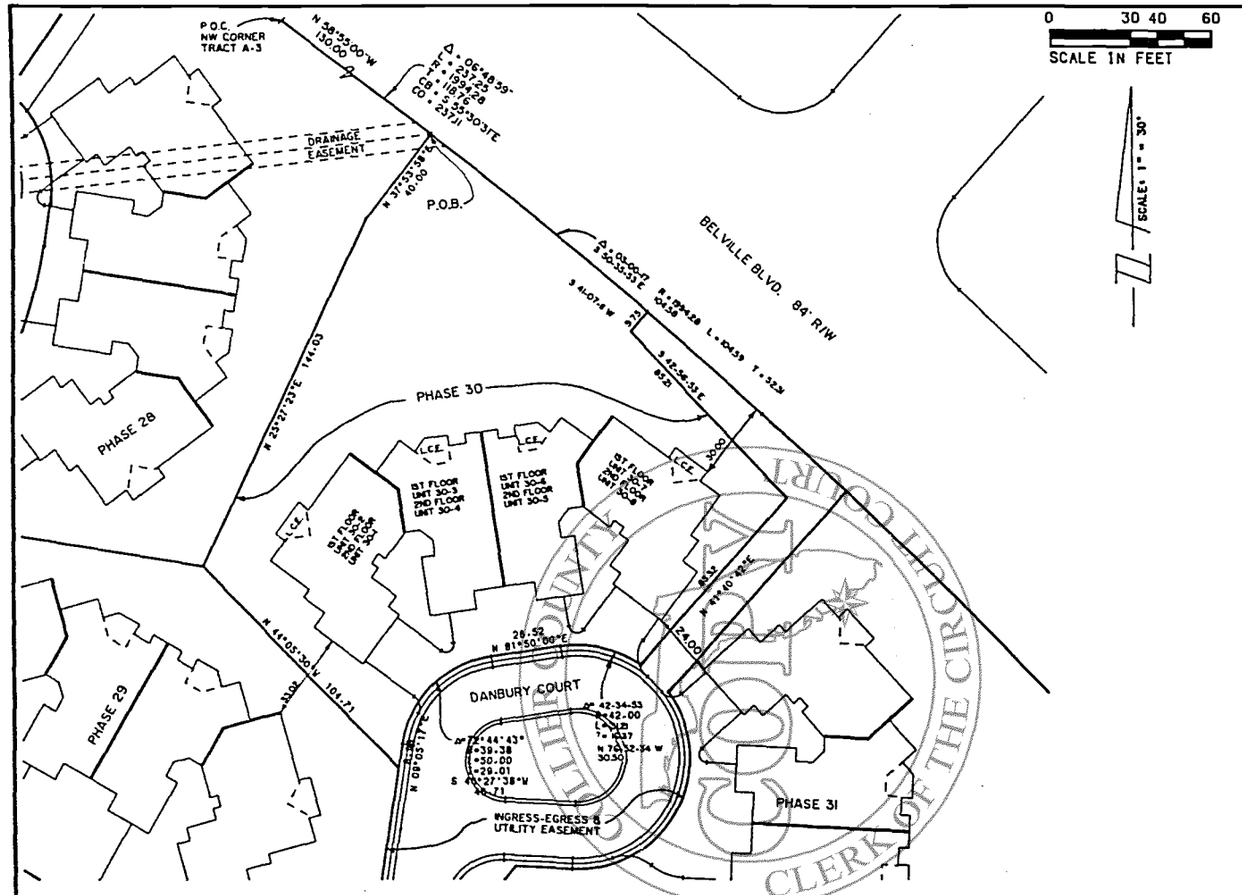
WILSON, MILLER, BARTON, SOLL, & PEEK, INC.
ENGINEERS, PLANNERS, & LAND SURVEYORS NAPLES, FLORIDA

FOR: BENNINGTON GROUP, INC.
DATE: NOV. 1988
SCALE: AS SHOWN
DRAWN BY: M.T.
CHECKED: M.C.L.
W.O.#: 7956.2
FILE # 3C-457 SHEET 29 OF 33

COLLIER COUNTY, FLORIDA THE CIRCUIT COURT CLERK OF THE CIRCUIT COURT

*rs PHASE 29 - 181CO.249JPF: BRKTRA 17028 11-Jan-89 06:11 PM / 26984-181

001424 OR BOOK 000240 PAGE



Description of condo Phase 30 of Part of Tracts A-1, A-2 and A-3 of Berkshire Lakes Unit 1 (P.B. 14, pages 118-120) Collier County, Florida

All that part of Tracts A-1, A-2 and A-3 of Berkshire Lakes Unit One (P.B. 14, pages 118-120) Collier County, Florida, being more particularly described as follows:
Commencing at the northwest corner of said Tract A-3;
thence South 52°-55'-00" East 138.88 feet;
thence southeasterly 237.25 feet along the arc of a circular curve concave to the southwest having a radius of 1998.29 feet through a central angle of 6°-48'-39" and being subtended by a chord which bears South 55°-30'-31" East 237.11 feet to the POINT OF BEGINNING of the parcel herein described;
thence southeasterly 184.59 feet along the arc of a circular curve concave southwesterly having a radius of 1998.29 feet through a central angle of 5°-17'-37" and being subtended by a chord which bears South 58°-25'-53" East 184.53 feet;
thence South 61°-04'-22" West 9.75 feet;
thence South 42°-56'-33" West 83.21 feet;
thence South 61°-48'-42" West 83.32 feet to a point on a curve;
thence westerly 21.21 feet along the arc of a non-tangential circular curve concave southerly having a radius of 42.88 feet through a central angle of 42°-34'-53" and being subtended by a chord which bears North 76°-53'-54" West 20.58 feet;
thence South 81°-50'-00" West 2C.52 feet;
thence southeasterly 50.50 feet along the arc of a circular curve concave southeasterly having a radius of 38.15 feet through a central angle of 75°-48'-41" and being subtended by a chord which bears South 45°-25'-39" West 46.91 feet;
thence South 39°-03'-19" West 6.89 feet;
thence North 41°-09'-38" West 104.31 feet;
thence North 25°-27'-23" East 164.83 feet;
thence North 37°-53'-58" East 40.00 feet to the Point of Beginning of the parcel herein described;
Subject to easements and restrictions of record;
Containing .42 acres more or less;
*Bearings are based on (P.B. 14, pages 118-120) Collier County Public Records, Collier County, Florida;

CERTIFICATE: (NOT A SURVEY. CERTIFICATE FOR FUTURE USE)
WE HEREBY CERTIFY to Bennington Group Inc.

that a BOUNDARY SURVEY of phase of The Coach Homes of Berkshire Lakes, being a part of tracts A-1, A-2 & A-3 of Berkshire Lakes, Unit one, P.B. 14 pages 118-120 Collier County, Florida, was completed under our direction on

To the best of our knowledge and belief, this BOUNDARY SURVEY meets the minimum technical standards set forth by the Florida Board of Land Surveyors, pursuant to Section 472-027, Florida Statues, and Chapter 21HH-6, Florida Administrative Code.

WILSON, MILLER, BARTON, SOLL & PEEK, INC.
Reg. Engineers and Land Surveyors

By---------- DATE----------
Michael C. LaMure P.L.S. #4247

NOTE: This Certification is only for the lands as described. It is not a certification of title, zoning, easements or freedom of encumbrances. This Certification is not valid unless signed by surveyor and sealed with the surveyor's embossed seal.

ABSTRACT NOT REVIEWED.

THE COACH HOMES OF BERKSHIRE LAKES, A CONDOMINIUM
PLOT PLAN AND SKETCH & DESCRIPTION OF PHASE THIRTY

GENERAL NOTES:
1) ALL IMPROVEMENTS SHOWN HEREON ARE PROPOSED AS OF JAN. 1989, UNLESS OTHERWISE NOTED.
2) SEE ATTACHMENTS FOR LEGAL DESCRIPTIONS OF THE CONDOMINIUM PARCELS, RECREATIONAL PARCEL AND INGRESS AND EGRESS EASEMENT.
3) (L.C.E.) = LIMITED COMMON ELEMENT (C.E.) = COMMON ELEMENT
4) DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.
5) ALL CURVES ARE CIRCULAR CURVES AND ALL DIMENSIONS ON CURVES ARE ARC LENGTHS UNLESS NOTED OTHERWISE. "L"= ARC, "CD"= CHORD DISTANCE. "CH"= CHORD. "R"= RADIUS; " "= DELTA
6) U.E. = UTILITY EASEMENT.
7) P.O.C. = POINT OF COMMENCEMENT
8) P.O.B. = POINT OF BEGINNING
9) ELEVATIONS ARE BASED ON NATIONAL GEODETIC VERTICAL DATUM
10.) SURVEYS OF INDIVIDUAL PHASES WILL BE COMPLETED WITH ISSUE OF SUBSTANTIAL COMPLETION CERTIFICATES.

TRACTS A-1, A-2, & A-3
"BERKSHIRE LAKES UNIT ONE", P.B. 14, pages 118 thru 120
COLLIER COUNTY, FLORIDA

EXHIBIT "C" SHEET 30 OF 33

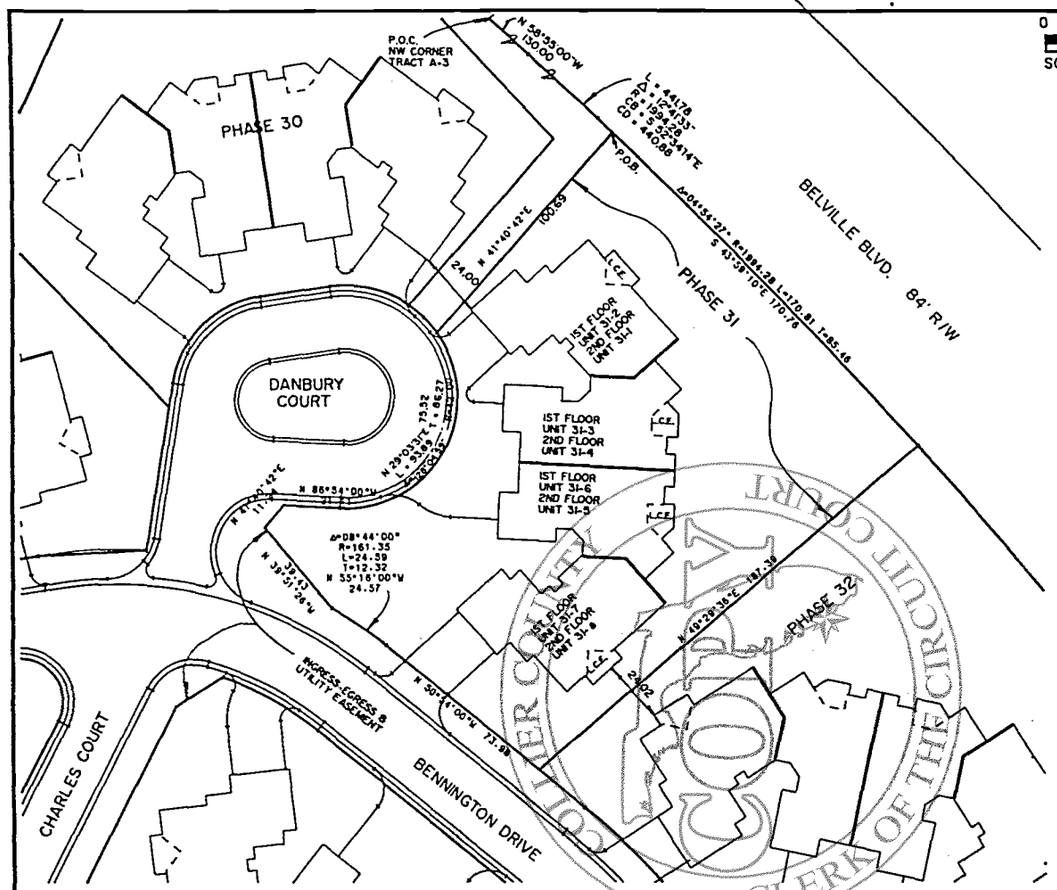
WILSON, MILLER, BARTON, SOLL, & PEEK, INC.
ENGINEERS, PLANNERS, & LAND SURVEYORS NAPLES, FLORIDA

FOR: BENNINGTON GROUP, INC.
DATE: NOV. 1988
SCALE: AS SHOWN
DRAWN BY: M.T.
CHECKED: M.C.L.
W.O.#: 7956.2
FILE # 3C-457 SHEET 30 OF 33

CLERK OF THE CIRCUIT COURT COLLIER COUNTY, FLORIDA

•P• PHASE 30 - 191CO.2493PF• BRKIRA 17030 11-Jan-89 06:33 PM / 28994-191

0001424 OR BOOK 000241 PAGE



Description of condo Phase 31 of part of Tracts A-1, A-2 and A-3 of Berkshire Lakes Unit 1 (P.B. 14, pages 118-120) Collier County, Florida

All that part of Tracts A-1, A-2 and A-3 of Berkshire Lakes Unit One (P.B. 14, pages 118-120) Collier County, Florida, being more particularly described as follows:
Commencing at the northwest corner of said Tract A-3;
thence South 58°-35'-00" East 130.00 feet;
thence southeasterly 441.78 feet along the arc of a circular curve concave to the southwest having a radius of 1994.28 feet through a central angle of 12°-41'-33" and being subtended by a chord which bears South 53°-14'-14" East 440.88 feet to the POINT OF BEGINNING of the parcel herein described;
thence southeasterly 170.81 feet along the arc of a circular curve concave southwesterly having a radius of 1994.28 feet through a central angle of 04°-54'-27" and being subtended by a chord which bears South 43°-35'-10" East 170.76 feet;
thence along a non-tangential line South 49°-29'-36" West 187.39 feet;
thence North 58°-54'-00" West 73.95 feet;
thence northwesterly 24.59 feet along the arc of a circular curve concave southwesterly having a radius of 161.35 feet through a central angle of 08°-44'-00" and being subtended by a chord which bears North 35°-16'-00" West 24.57 feet;
thence along a non-tangential line North 29°-51'-25" West 39.63 feet;
thence North 63°-20'-43" East 11.26 feet;
thence South 86°-54'-00" East 21.11 feet;
thence northeasterly and northerly 93.89 feet along the arc of a circular curve concave westerly having a radius of 62.00 feet through a central angle of 139°-09'-39" and being subtended by a chord which bears North 29°-03'-31" East 73.52 feet;
thence along a non-tangential line North 41°-40'-42" East 100.69 feet to the Point of Beginning of the parcel herein described;
subject to easements and restrictions of record;
containing .61 acres more or less;
bearings are based on (P.B. 14, pages 118-120) Collier County Public Records, Collier County, Florida)

CERTIFICATE: (NOT A SURVEY, CERTIFICATE FOR FUTURE USE)
WE HEREBY CERTIFY to Bennington Group Inc.

that a BOUNDARY SURVEY of phase of The Coach Homes of Berkshire Lakes, being a part of tracts A-1, A-2 & A-3 of Berkshire Lakes, Unit one, P.B. 14 pages 118-120 Collier County, Florida, was completed under our direction on

To the best of our knowledge and belief, this BOUNDARY SURVEY meets the minimum technical standards set forth by the Florida Board of Land Surveyors, pursuant to Section 472.027, Florida Statues, and Chapter 21HH-6, Florida Administrative Code.

WILSON, MILLER, BARTON, SOLL & PEEK, INC.
Reg. Engineers and Land Surveyors

By---------- DATE----------
Michael C. LaHure P.L.S. #4247

NOTE: This Certification is only for the lands as described. It is not a certification of title, zoning, easements or freedom of encumbrances. This Certification is not valid unless signed by surveyor and sealed with the surveyor's embossed seal.

ABSTRACT NOT REVIEWED.

THE COACH HOMES OF BERKSHIRE LAKES, A CONDOMINIUM
PLOT PLAN AND SKETCH & DESCRIPTION OF PHASE THIRTY-ONE

GENERAL NOTES:
1) ALL IMPROVEMENTS SHOWN HEREON ARE PROPOSED AS OF JAN. 1989. UNLESS OTHERWISE NOTED.
2) SEE ATTACHMENTS FOR LEGAL DESCRIPTIONS OF THE CONDOMINIUM PARCELS, RECREATIONAL PARCEL AND INGRESS AND EGRESS EASEMENT.
3) (L.C.E.) = LIMITED COMMON ELEMENT (C.E.) = COMMON ELEMENT
4) DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.
5) ALL CURVES ARE CIRCULAR CURVES AND ALL DIMENSIONS ON CURVES ARE ARC LENGTHS UNLESS NOTED OTHERWISE. "L"= ARC, "CD"= CHORD DISTANCE, "CH"= CHORD, "R"= RADIUS; "Δ"= DELTA
6) U.E. = UTILITY EASEMENT.
7) P.O.C. = POINT OF COMMENCEMENT
8) P.O.B. = POINT OF BEGINNING
9) ELEVATIONS ARE BASED ON NATIONAL GEODETIC VERTICAL DATUM
10.) SURVEYS OF INDIVIDUAL PHASES WILL BE COMPLETED WITH ISSUE OF SUBSTANTIAL COMPLETION CERTIFICATES.

TRACTS A-1, A-2, & A-3
"BERKSHIRE LAKES UNIT ONE", P.B. 14, pages 118 thru 120
COLLIER COUNTY, FLORIDA

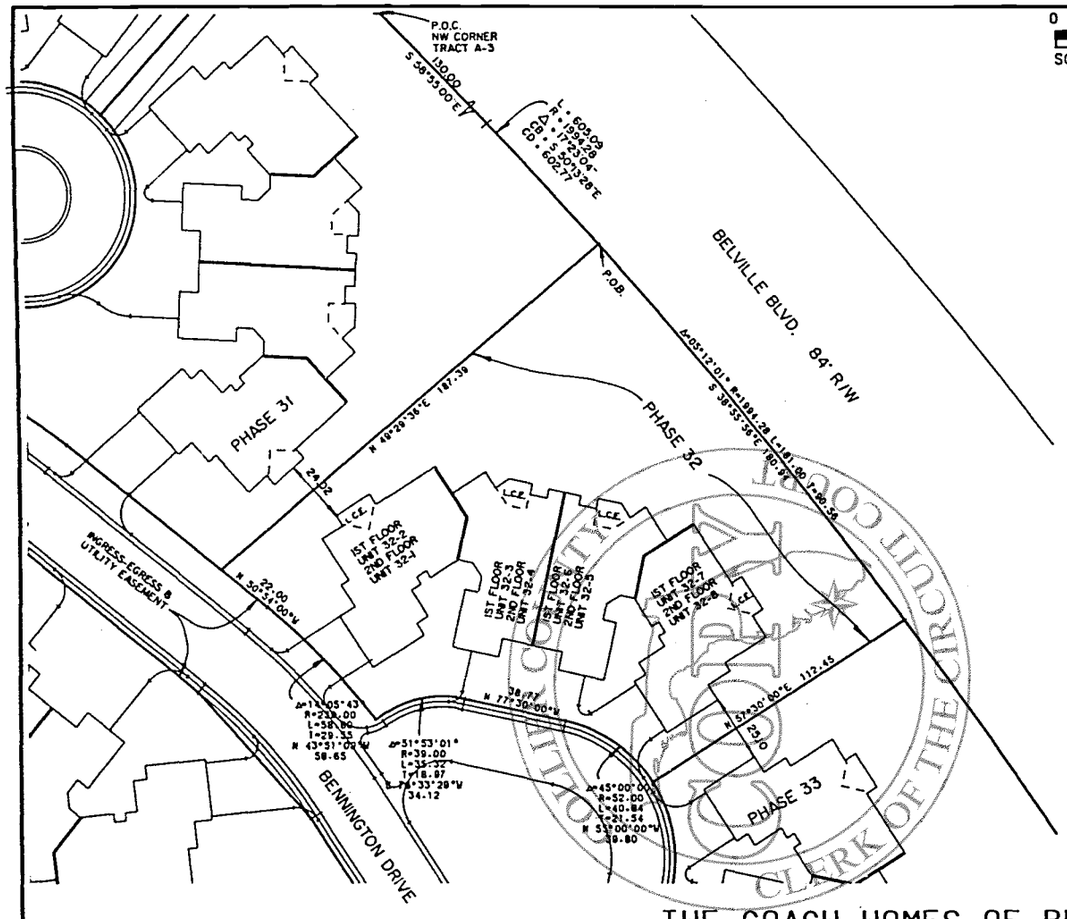
EXHIBIT "C" SHEET 31 OF 33

WILSON, MILLER, BARTON, SOLL, & PEEK, INC.
ENGINEERS, PLANNERS, & LAND SURVEYORS NAPLES, FLORIDA

FOR: BENNINGTON GROUP, INC.
DATE: NOV. 1988
SCALE: AS SHOWN
DRAWN BY: M.T.
CHECKED: M.C.L.
W.O.#: 7956.2
FILE # 3C-457 SHEET 31 OF 33

CLERK OF THE CIRCUIT COURT COLLIER COUNTY

OR BOOK 001424 PAGE 000242



Description of condo Phase 32 of part of Tracts A-1, A-2 and A-3 of Berkshire Lakes Unit 1 (P.B. 14, pages 118-120) Collier County, Florida

All that part of Tracts A-1, A-2 and A-3 of Berkshire Lakes Unit One (P.B. 14, pages 118-120) Collier County, Florida, being more particularly described as follows:
Commencing at the northwest corner of said Tract A-3; thence South 58°-55'-00" East 130.00 feet; thence southeasterly 605.09 feet along the arc of a circular curve concave to the southwest having a radius of 1956.28 feet through a central angle of 17°-43'-04" and being subtended by a chord which bears South 50°-13'-28" East 602.77 feet to the POINT OF BEGINNING of the parcel herein described;
thence southeasterly 181.05 feet along the arc of a circular curve concave southwesterly having a radius of 1956.28 feet through a central angle of 05°-18'-01" and being subtended by a chord which bears South 38°-55'-58" East 180.98 feet;
thence along a non-tangential line South 57°-30'-00" West 112.45 feet to a point on a curve;
thence northwesterly 40.84 feet along the arc of a non-tangential circular curve concave southwesterly having a radius of 52.00 feet through a central angle of 45°-00'-00" and being subtended by a chord which bears North 53°-00'-00" West 39.80 feet;
thence North 76°-30'-00" West 38.77 feet;
thence westerly 35.32 feet along the arc of a circular curve concave southerly having a radius of 39.00 feet through a central angle of 51°-53'-01" and being subtended by a chord which bears South 76°-33'-30" West 34.12 feet;
thence northwesterly 58.80 feet along the arc of a non-tangential circular curve concave southwesterly having a radius of 238.00 feet through a central angle of 14°-05'-43" and being subtended by a chord which bears North 43°-31'-09" West 58.65 feet;
thence North 30°-56'-00" West 22.00 feet;
thence North 49°-29'-36" East 187.38 feet to the Point of Beginning of the parcel herein described;
subject to easements and restrictions of record;
containing .61 acres more or less;
bearings are based on P.B. 14, pages 118-120 Collier County Public Records, Collier County, Florida;

CERTIFICATE: (NOT A SURVEY, CERTIFICATE FOR FUTURE USE)
WE HEREBY CERTIFY to Bennington Group Inc.

that a BOUNDARY SURVEY of phase of The Coach Homes of Berkshire Lakes, being a part of tracts A-1, A-2 & A-3 of Berkshire Lakes, Unit one, P.B. 14 pages 118-120 Collier County, Florida, was completed under our direction on

To the best of our knowledge and belief, this BOUNDARY SURVEY meets the minimum technical standards set forth by the Florida Board of Land Surveyors, pursuant to Section 472.027, Florida Statues, and Chapter 21HH-6, Florida Administrative Code.

WILSON, MILLER, BARTON, SOLL & PEEK, INC.
Reg. Engineers and Land Surveyors

By---------- DATE----------
Michael C. LaMure P.L.S. #4247

NOTE: This Certification is only for the lands as described. It is not a certification of title, zoning, easements or freedom of encumbrances. This Certification is not valid unless signed by surveyor and sealed with the surveyor's embossed seal.

ABSTRACT NOT REVIEWED.

THE COACH HOMES OF BERKSHIRE LAKES, A CONDOMINIUM
PLOT PLAN AND SKETCH & DESCRIPTION OF PHASE THIRTY-TWO

GENERAL NOTES:
1) ALL IMPROVEMENTS SHOWN HEREON ARE PROPOSED AS OF JAN. 1989, UNLESS OTHERWISE NOTED.
2) SEE ATTACHMENTS FOR LEGAL DESCRIPTIONS OF THE CONDOMINIUM PARCELS. RECREATIONAL PARCEL AND INGRESS AND EGRESS EASEMENT.
3) (L.C.E.) = LIMITED COMMON ELEMENT (C.E.) = COMMON ELEMENT
4) DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.
5) ALL CURVES ARE CIRCULAR CURVES AND ALL DIMENSIONS ON CURVES ARE ARC LENGTHS UNLESS NOTED OTHERWISE. "L"= ARC. "CD"= CHORD DISTANCE. "CH"= CHORD. "R"= RADIUS; "Δ"= DELTA
6) U.E. = UTILITY EASEMENT.
7) P.O.C. = POINT OF COMMENCEMENT
8) P.O.B. = POINT OF BEGINNING
9) ELEVATIONS ARE BASED ON NATIONAL GEODETIC VERTICAL DATUM
10.) SURVEYS OF INDIVIDUAL PHASES WILL BE COMPLETED WITH ISSUE OF SUBSTANTIAL COMPLETION CERTIFICATES.

TRACTS A-1, A-2, & A-3
"BERKSHIRE LAKES UNIT ONE", P.B. 14, pages 118 thru 120
COLLIER COUNTY, FLORIDA

EXHIBIT "C" SHEET 32 OF 33

FOR: BENNINGTON GROUP, INC.
DATE: NOV. 1988
SCALE: AS SHOWN
DRAWN BY: M.T.
CHECKED: M.C.L.
W.O.#: 7956.2
FILE # 3C-457 SHEET 32 OF 33

WILSON, MILLER, BARTON, SOLL, & PEEK, INC.
ENGINEERS, PLANNERS, & LAND SURVEYORS NAPLES, FLORIDA

CLERK OF THE CIRCUIT COURT COLLIER COUNTY

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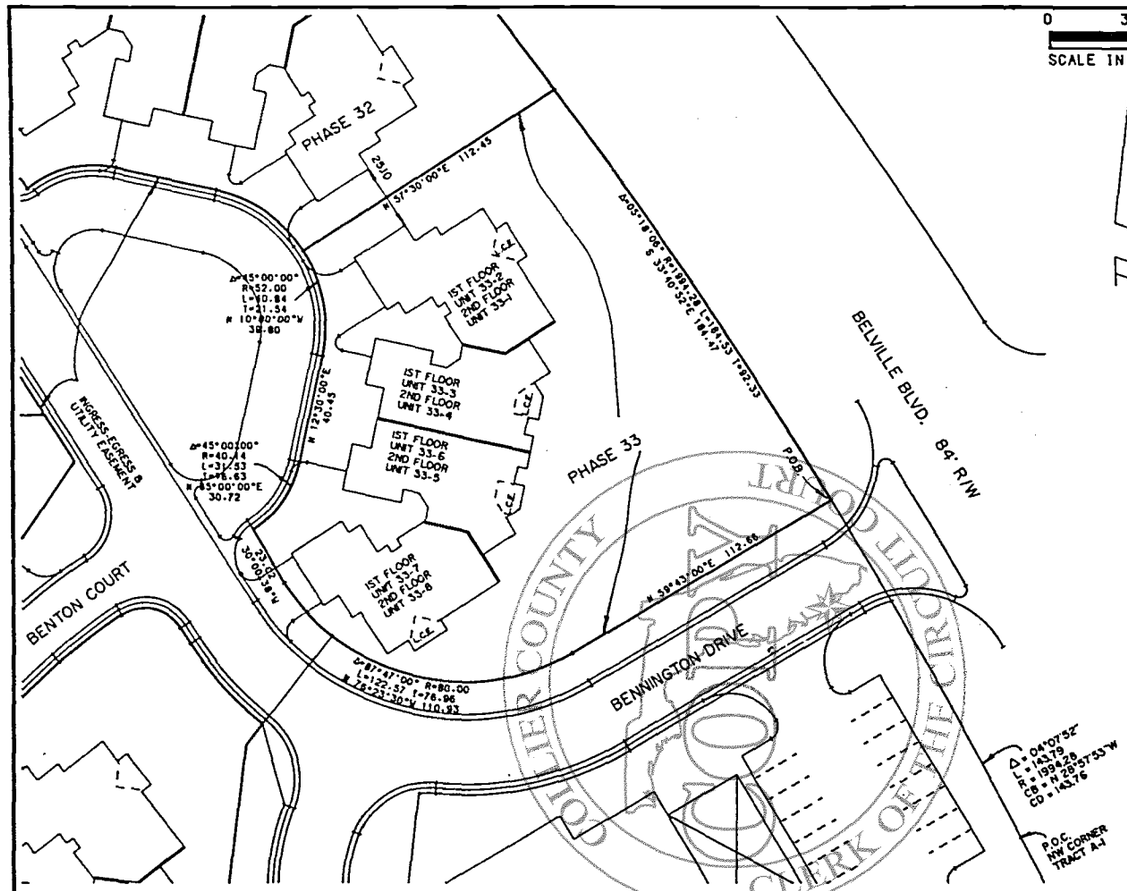


Description of condo Phase 33 of part of Tracts A-1, A-2 and A-3 of Berkshire Lakes Unit 1 (P.B. 14, pages 118-120) Collier County, Florida

All that part of Tracts A-1, A-2 and A-3 of Berkshire Lakes Unit One (P.B. 14, pages 118-120) Collier County, Florida, being more particularly described as follows:
Commencing at the northeast corner of said Tract A-1; thence northwesterly 143.77 feet along the arc of a circular curve concave to the northeast having a radius of 1996.28 feet through a central angle of 04°07'52" and being subtended by a chord which bears North 24°53'57" West 143.76 feet to the POINT OF BEGINNING of the parcel herein described;
thence North 19°49'00" East 112.66 feet;
thence westerly 132.57 feet along the arc of a circular curve concave northerly having a radius of 80.00 feet through a central angle of 87°47'00" and being subtended by a chord which bears North 76°13'30" West 116.97 feet;
thence along a non-tangential line North 32°00'30" West 23.82 feet;
thence northwesterly 31.53 feet along the arc of a non-tangential circular curve concave northeasterly having a radius of 40.44 feet through a central angle of 45°00'00" and being subtended by a chord which bears North 35°00'00" East 30.72 feet;
thence North 12°30'30" East 40.45 feet;
thence northerly 40.84 feet along the arc of a circular curve concave westerly having a radius of 52.00 feet through a central angle of 45°00'00" and being subtended by a chord which bears North 10°00'00" West 39.80 feet;
thence along a non-tangential line North 57°30'00" East 112.45 feet;
thence southeasterly 184.53 feet along the arc of a circular curve concave southwesterly having a radius of 1996.28 feet through a central angle of 05°18'26" and being subtended by a chord which bears South 33°40'52" East 184.47 feet to the Point of Beginning of the parcel herein described;
subject to easements and restrictions of record;
containing .66 acres more or less;
bearings are based on P.B. 14, pages 118-120 Collier County Public Records, Collier County, Florida

CERTIFICATE: (NOT A SURVEY. CERTIFICATE FOR FUTURE USE)
WE HEREBY CERTIFY to Bennington Group Inc.

that a BOUNDARY SURVEY of phase of The Coach Homes of Berkshire Lakes, being a part of tracts A-1, A-2 & A-3 of Berkshire Lakes, Unit one, P.B. 14 pages 118-120 Collier County, Florida, was completed under our direction on

To the best of our knowledge and belief, this BOUNDARY SURVEY meets the minimum technical standards set forth by the Florida Board of Land Surveyors, pursuant to Section 472.027, Florida Statues, and Chapter 21HH-6, Florida Administrative Code.

WILSON, MILLER, BARTON, SOLL & PEEK, INC.
Reg. Engineers and Land Surveyors

By:_____ DATE:_____
Michael C. LaMure P.L.S. #4247

NOTE: This Certification is only for the lands as described. It is not a certification of title, zoning, easements or freedom of encumbrances. This Certification is not valid unless signed by surveyor and sealed with the surveyor's embossed seal.

ABSTRACT NOT REVIEWED.

THE COACH HOMES OF BERKSHIRE LAKES, A CONDOMINIUM
PLOT PLAN AND SKETCH & DESCRIPTION OF
PHASE THIRTY-THREE

GENERAL NOTES:
1) ALL IMPROVEMENTS SHOWN HEREON ARE PROPOSED AS OF JAN. 1989. UNLESS OTHERWISE NOTED.
2) SEE ATTACHMENTS FOR LEGAL DESCRIPTIONS OF THE CONDOMINIUM PARCELS, RECREATIONAL PARCEL AND INGRESS AND EGRESS EASEMENT.
3) (L.C.E.) = LIMITED COMMON ELEMENT (C.E.) = COMMON ELEMENT
4) DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.
5) ALL CURVES ARE CIRCULAR CURVES AND ALL DIMENSIONS ON CURVES ARE ARC LENGTHS UNLESS NOTED OTHERWISE. "L"= ARC, "CD"= CHORD DISTANCE, "CH"= CHORD, "R"= RADIUS, "Δ"= DELTA
6) U.E. = UTILITY EASEMENT.
7) P.O.C. = POINT OF COMMENCEMENT
8) P.O.B. = POINT OF BEGINNING
9) ELEVATIONS ARE BASED ON NATIONAL GEODETIC VERTICAL DATUM
10.) SURVEYS OF INDIVIDUAL PHASES WILL BE COMPLETED WITH ISSUE OF SUBSTANTIAL COMPLETION CERTIFICATES.

TRACTS A-1, A-2, & A-3
"BERKSHIRE LAKES UNIT ONE", P.B. 14, pages 118 thru 120
COLLIER COUNTY, FLORIDA

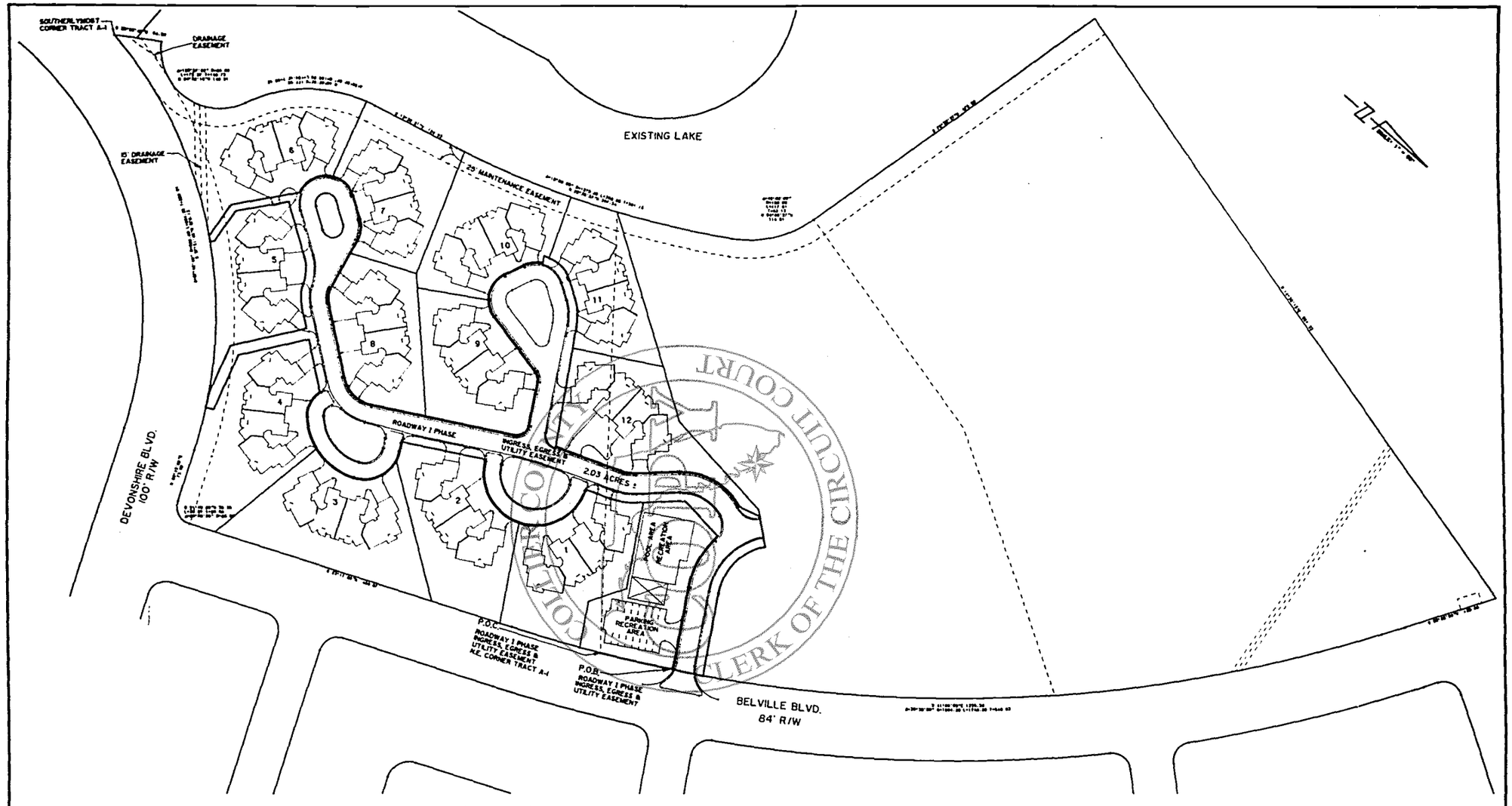
EXHIBIT "C" SHEET 33 OF 33

WILSON, MILLER, BARTON, SOLL, & PEEK, INC.
ENGINEERS, PLANNERS, & LAND SURVEYORS NAPLES, FLORIDA

FOR: BENNINGTON GROUP, INC.
DATE: NOV. 1988
SCALE: AS SHOWN
DRAWN BY: M.T.
CHECKED: M.C.L.
W.O.#: 7956.2
FILE # 3C-457 SHEET 33 OF 33

CLERK OF THE CIRCUIT COURT COLLIER COUNTY

001424 OR BOOK 000244 PAGE



THE COACH HOMES OF BERKSHIRE LAKES, A CONDOMINIUM
SKETCH TO FOLLOW DESCRIPTIONS

SEE SHEET 1 & 2 EXHIBIT B FOR DATA
TRACTS A-1, A-2, & A-3
"BERKSHIRE LAKES UNIT ONE", P.B. 14, pages 118 thru 120
COLLIER COUNTY, FLORIDA

GENERAL NOTES:
1) ALL IMPROVEMENTS SHOWN HEREON ARE PROPOSED AS OF SEPT. 1988.
2) SEE ATTACHMENTS FOR LEGAL DESCRIPTIONS OF THE CONDOMINIUM PARCELS, RECREATIONAL PARCEL AND INGRESS AND EGRESS EASEMENT.
3) (L.C.E.) = LIMITED COMMON AREA (C.E.) = COMMON ELEMENT.
4) DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.
5) ALL CURVES ARE CIRCULAR CURVES AND ALL DIMENSIONS ON CURVES ARE ARC LENGTHS UNLESS NOTED OTHERWISE. "L"= ARC. "CD"= CHORD.
6) U.E. = UTILITY EASEMENT.
7) P.O.C. = POINT OF COMMENCEMENT
8) P.O.B. = POINT OF BEGINNING

EXHIBIT "C" ROADWAY I PHASE

WILSON, MILLER, BARTON, SOLL, & PEEK, INC.
ENGINEERS, PLANNERS, & LAND SURVEYORS NAPLES, FLORIDA

FOR: BENNINGTON GROUP INC.
DATE: FEB. 1989
SCALE: AS SHOWN
DRAWN BY: M.C.L.
CHECKED: M.C.L.
W.O.#: 6698.2
FILE #: 4C-597-A

CLERK OF THE CIRCUIT COURT COLLIER COUNTY, FLORIDA

WILSON • MILLER • BARTON • SOLL & PEEK, INC.
ENGINEERS PLANNERS SURVEYORS
1383 AIRPORT-PULLING ROAD NORTH, NAPLES, FLORIDA 33942-9988 (813) 643-4545

Description of an Ingress and Egress
and Utility Easement in part of
Tracts A-1 and A-2, Berkshire Lakes Unit #1
(P.B. 14, pages 118 through 120)
Collier County, Florida
(For the Bennington Group, Inc.)
for Condominium Phases 1 through 12
(Roadway I Phase)

All that part of Tracts A-1 and A-2, Berkshire Lakes Unit #1 (P.B. 14, page 118 through 120) Collier County, Florida, being more particularly described as follows;
Commencing at the northeast corner of said Tract A-1;
thence northwesterly 100.20 feet along the arc of a circular curve concave to the southwest having a radius of 1994.28 feet through a central angle of 02°-52'-43" and being subtended by a chord which bears North 28°-20'-18" West 100.18 feet to a point on a curve and the POINT OF BEGINNING of the easement herein described;
thence southwesterly 10.76 feet along the arc of a circular curve concave southerly having a radius of 36.00 feet through a central angle of 17°-07'-50" and being subtended by a chord which bears South 68°-16'-55" West 10.72 feet;
thence along a non-tangential line South 59°-43'-00" West 102.14 feet;
thence Westerly 76.08 feet along the arc of a circular curve concave northerly having a radius of 122.00 feet through a central angle of 35°-43'-50" and being subtended by a chord which bears South 77°-34'-55" West 74.85 feet to a point of reverse curvature;
thence westerly 6.21 feet along the arc of a circular curve concave southerly having a radius of 26.00 feet through a central angle of 13°-40'-45" and being subtended by a chord which bears South 88°-36'-27" West 6.19 feet;
thence along a non-tangential line South 06°-44'-00" West 64.44 feet;
thence South 43°-02'-00" East 65.98 feet;
thence Southeasterly 37.98 feet along the arc of a circular curve concave southwesterly having a radius of 97.00 feet through a central angle of 22°-26'-00" and being subtended by a chord which bears South 31°-49'-00" East 37.74 feet;
thence South 20°-36'-00" East 34.58 feet;
thence North 68°-15'-26" East 2.25 feet;
thence easterly and southerly 218.06 feet along the arc of a circular curve concave westerly having a radius of 71.50 feet through a central angle of 174°-44'-22" and being subtended by a chord which bears South 24°-19'-04" East 142.85 feet;
thence South 60°-45'-00" West 2.52 feet;
thence South 29°-15'-00" East 103.56 feet;
thence South 25°-47'-50" East 12.63 feet;
thence North 60°-45'-00" East 14.26 feet;
thence easterly 82.28 feet along the arc of a circular curve concave southerly having a radius of 49.13 feet through a central angle of 95°-58'-00" and being subtended by a chord which bears South 71°-16'-00" East 73.00 feet to a point of compound curvature;

(continued on page 2)

COLLIER COUNTY CLERK OF THE CIRCUIT COURT

WILSON • MILLER • BARTON • SOLL & PEEK, INC.

Description of an Ingress and Egress
and Utility Easement in part of
Tracts A-1 and A-2, Berkshire Lakes Unit #1
(P.B. 14, pages 118 through 120)
Collier County, Florida
(For the Bennington Group, Inc.)
(continued from page 1)

thence southerly 112.42 feet along the arc of a circular curve concave northwesterly having a radius of 92.23 feet through a central angle of 69°-50'-00" and being subtended by a chord which bears South 11°-38'-00" West 105.59 feet to a point of compound curvature;
thence westerly 39.28 feet along the arc of a circular curve concave northerly having a radius of 37.00 feet through a central angle of 60°-49'-20" and being subtended by a chord which bears South 76°-57'-40" West 37.46 feet;
thence along a non-tangential line South 36°-54'-00" West 73.64 feet;
thence South 53°-48'-10" East 98.16 feet;
thence North 73°-05'-14" East 80.68 feet;
thence South 29°-44'-16" East 11.03 feet to a point on a curve;
thence southwesterly 18.85 feet along the arc of a circular curve concave southerly having a radius of 600.00 feet through a central angle of 01°-48'-01" and being subtended by a chord which bears South 60°-04'-42" West 18.85 feet;
thence along a non-tangential line South 73°-05'-14" West 72.26 feet;
thence North 53°-48'-10" West 105.84 feet;
thence South 36°-54'-00" West 28.42 feet;
thence southwesterly 35.42 feet along the arc of a circular curve concave northwesterly having a radius of 65.47 feet through a central angle of 31°-00'-00" and being subtended by a chord which bears South 52°-24'-00" West 34.99 feet to a point of reverse curvature;
thence southwesterly 35.49 feet along the arc of a circular curve concave southeasterly having a radius of 58.05 feet through a central angle of 35°-02'-00" and being subtended by a chord which bears South 50°-23'-00" West 34.94 feet;
thence South 32°-52'-00" West 79.60 feet;
thence South 51°-17'-00" East 73.58 feet;
thence North 83°-43'-00" East 50.00 feet;
thence South 51°-17'-00" East 6.09 feet to a point on a curve;
thence southwesterly 10.00 feet along the arc of a circular curve concave southeasterly having a radius of 600.00 feet through a central angle of 00°-57'-18" and being subtended by a chord which bears South 38°-43'-00" West 10.00 feet;
thence along a non-tangential line North 51°-17'-00" West 1.95 feet;
thence South 83°-43'-00" West 50.00 feet;
thence North 51°-17'-00" West 94.25 feet to a point on a curve;

(continued on page 3)

WILSON • MILLER • BARTON • SOLL & PEEK, INC.

Description of an Ingress and Egress
and Utility Easement in part of
Tracts A-1 and A-2, Berkshire Lakes Unit #1
(P.B. 14, pages 118 through 120)
Collier County, Florida
(For the Bennington Group, Inc.)
(continued from page 2)

thence northerly and northeasterly 96.34 feet along the arc of a circular curve concave easterly having a radius of 39.00 feet through a central angle of 141°-32'-02" and being subtended by a chord which bears North 37°-54'-01" West 73.65 feet;
thence North 32°-52'-00" East 34.00 feet;
thence northeasterly 30.56 feet along the arc of a circular curve concave southeasterly having a radius of 39.00 feet through a central angle of 44°-54'-00" and being subtended by a chord which bears North 55°-19'-00" East 29.79 feet;
thence North 77°-46'-00" East 74.66 feet;
thence northeasterly 20.31 feet along the arc of a circular curve concave northwesterly having a radius of 28.47 feet through a central angle of 40°-52'-00" and being subtended by a chord which bears North 57°-20'-00" East 19.88 feet;
thence North 36°-54'-00" East 104.04 feet;
thence northerly 55.42 feet along the arc of a circular curve concave westerly having a radius of 48.00 feet through a central angle of 66°-09'-00" and being subtended by a chord which bears North 03°-49'-30" East 52.39 feet;
thence North 29°-15'-00" West 198.98 feet;
thence westerly 25.21 feet along the arc of a circular curve concave southerly having a radius of 16.00 feet through a central angle of 90°-17'-00" and being subtended by a chord which bears North 74°-23'-30" West 22.68 feet;
thence South 60°-28'-00" West 60.31 feet;
thence southwesterly 13.45 feet along the arc of a circular curve concave southeasterly having a radius of 16.00 feet through a central angle of 48°-10'-00" and being subtended by a chord which bears South 36°-23'-00" West 13.06 feet;
thence South 12°-18'-00" West 95.04 feet;
thence southwesterly and westerly 68.48 feet along the arc of a circular curve concave northwesterly having a radius of 39.00 feet through a central angle of 100°-36'-00" and being subtended by a chord which bears South 62°-36'-00" West 60.01 feet;
thence North 67°-06'-00" West 29.32 feet;
thence northwesterly 26.91 feet along the arc of a circular curve concave northeasterly having a radius of 39.00 feet through a central angle of 39°-31'-50" and being subtended by a chord which bears North 47°-20'-05" West 26.38 feet;
thence along a non-tangential line South 62°-25'-50" West 9.00 feet to a point on a curve;
thence northerly 50.21 feet along the arc of a circular curve concave easterly having a radius of 48.00 feet through a central angle of 59°-56'-10" and being subtended by a chord which bears North 02°-23'-55" East 47.95 feet;

(continued on page 4)

WILSON • MILLER • BARTON • SOLL & PEEK, INC.

Description of an Ingress and Egress
and Utility Easement in part of
Tracts A-1 and A-2, Berkshire Lakes Unit #1
(P.B. 14, pages 118 through 120)
Collier County, Florida
(For the Bennington Group, Inc.)
(continued from page 3)

thence North 32°-22'-00" East 25.03 feet;
thence northeasterly 40.62 feet along the arc of a circular curve concave southeasterly having a radius of 32.82 feet through a central angle of 23°-06'-00" and being subtended by a chord which bears North 46°-25'-00" East 40.21 feet;
thence North 58°-36'-20" East 164.57 feet;
thence North 20°-36'-00" West 93.91 feet;
thence northwesterly 21.93 feet along the arc of a circular curve concave southwesterly having a radius of 56.00 feet through a central angle of 22°-26'-00" and being subtended by a chord which bears North 31°-49'-00" West 21.79 feet;
thence North 43°-02'-00" West 58.99 feet;
thence northwesterly 99.88 feet along the arc of a circular curve concave southeasterly having a radius of 88.09 feet through a central angle of 64°-58'-00" and being subtended by a chord which bears North 10°-33'-00" West 94.61 feet to a point of reverse curvature;
thence northwesterly 33.36 feet along the arc of a circular curve concave southwesterly having a radius of 26.00 feet through a central angle of 73°-30'-50" and being subtended by a chord which bears North 14°-49'-25" West 31.12 feet;
thence along a non-tangential line North 38°-25'-10" East 42.00 feet to a point on a curve;
thence southeasterly 95.93 feet along the arc of a non-tangential circular curve concave northerly having a radius of 80.00 feet through a central angle of 68°-42'-10" and being subtended by a chord which bears South 85°-55'-55" East 90.28 feet;
thence North 59°-43'-00" East 112.66 feet to a point on a curve;
thence southeasterly 43.60 feet along the arc of a non-tangential circular curve concave southwesterly having a radius of 1994.28 feet through a central angle of 01°-15'-09" and being subtended by a chord which bears South 30°-24'-15" East 43.60 feet to the Point of Beginning of the easement herein described;

subject to easements and restrictions of record;
containing 2.03 acres of land more or less;
bearings are based on P.B. 14, pages 118 through 120, Collier County, Florida.

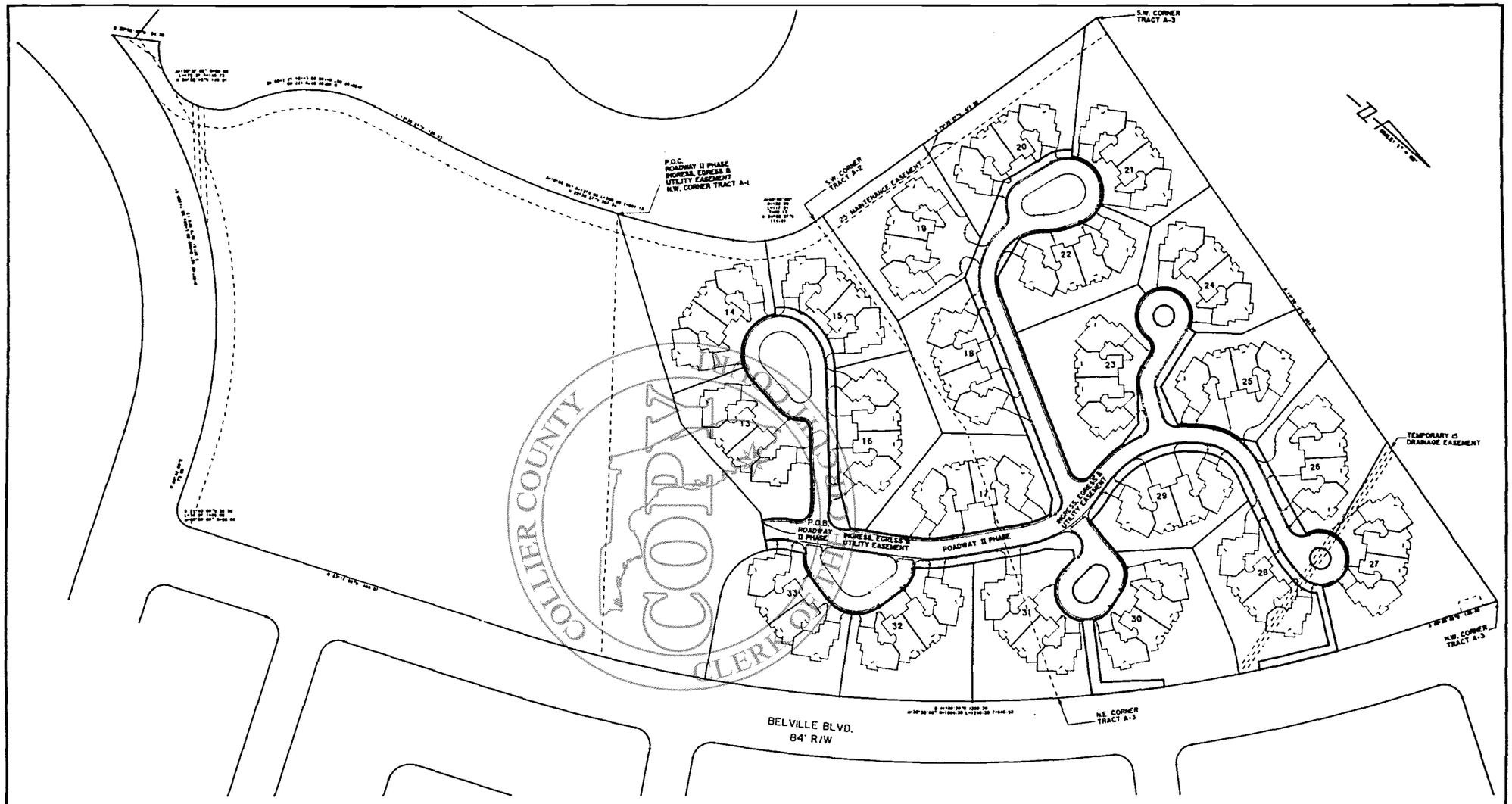
WILSON, MILLER, BARTON, SOLL & PEEK, INC.
Reg. Engineers and Land Surveyors

BY Michael C. LaMure DATE Oct. 12, 1988
Michael C. LaMure, P.L.S. #4247

Not valid unless embossed with the Professional's seal.

W.O. 6698.2 Ref: 4C-597 (ML:kjd ing-egr tracts a-1 a-2)
Date: October 10, 1988

OR BOOK 1424 PAGE 000249



THE COACH HOMES OF BERKSHIRE LAKES, A CONDOMINIUM
SKETCH TO FOLLOW DESCRIPTIONS

SEE SHEET 1 & 2 EXHIBIT B FOR DATA
TRACTS A-1, A-2, & A-3
"BERKSHIRE LAKES UNIT ONE", P.B. 14, pages 118 thru 120
COLLIER COUNTY, FLORIDA

EXHIBIT "C" ROADWAY II PHASE

GENERAL NOTES:
1) ALL IMPROVEMENTS SHOWN HEREON ARE PROPOSED AS OF SEPT. 1988.
2) SEE ATTACHMENTS FOR LEGAL DESCRIPTIONS OF THE CONDOMINIUM PARCELS, RECREATIONAL PARCEL AND INGRESS AND EGRESS EASEMENT.
3) (L.C.E.) = LIMITED COMMON AREA (C.E.) = COMMON ELEMENT.
4) DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.
5) ALL CURVES ARE CIRCULAR CURVES AND ALL DIMENSIONS ON CURVES ARE ARC LENGTHS UNLESS NOTED OTHERWISE. "L"= ARC. "CD"= CHORD.
6) U.E. = UTILITY EASEMENT.
7) P.O.C. = POINT OF COMMENCEMENT
8) P.O.B. = POINT OF BEGINNING

WILSON, MILLER, BARTON, SOLL, & PEEK, INC.
ENGINEERS, PLANNERS, & LAND SURVEYORS NAPLES, FLORIDA

FOR: BENNINGTON GROUP INC.
DATE: FEB. 1989
SCALE: AS SHOWN
DRAWN BY: M.C.L.
CHECKED: M.C.L.
W.O.#: 6698.2
FILE #: 4C-597-B

WILSON • MILLER • BARTON • SOLL & PEEK, INC.
ENGINEERS PLANNERS SURVEYORS
1383 AIRPORT-PULLING ROAD NORTH, NAPLES, FLORIDA 33942-9998 (813) 643-4545

Description of an Ingress, Egress and Utility Easement of part of Tracts A-1, A-2 and A-3 of Berkshire Lakes Unit 1 (P.B. 14, pages 118-120) Collier County, Florida (Roadway II Phase)

All that part of Tracts A-1, A-2 and A-3 of Berkshire Lakes Unit 1 (P.B. 14, pages 118-120) Collier County, Florida, being more particularly described as follows;
Commencing at the northwest corner of said Tract A-1;
thence North 32°-22'-00" East 298.53 feet;
thence North 07°-16'-00" East 161.28 feet;
thence North 38°-25'-10" East 10.00 feet to the POINT OF BEGINNING of the easement herein described;
thence northwesterly 40.63 feet along the arc of a non-tangential circular curve concave northeasterly having a radius of 122.00 feet through a central angle of 19°-04'-50" and being subtended by a chord which bears North 42°-02'-25" West 40.44 feet;
thence North 32°-30'-00" West 7.00 feet;
thence westerly 25.13 feet along the arc of a circular curve concave southerly having a radius of 16.00 feet through a central angle of 90°-00'-00" and being subtended by a chord which bears North 77°-30'-00" West 22.63 feet to a point of compound curvature;
thence southwesterly 29.45 feet along the arc of a circular curve concave southeasterly having a radius of 167.08 feet through a central angle of 10°-06'-00" and being subtended by a chord which bears South 52°-27'-00" West 29.41 feet;
thence South 47°-24'-00" West 82.25 feet;
thence southerly 17.28 feet along the arc of a circular curve concave easterly having a radius of 11.00 feet through a central angle of 90°-00'-00" and being subtended by a chord which bears South 02°-24'-00" West 15.56 feet to a point of reverse curvature;
thence southerly 33.94 feet along the arc of a circular curve concave westerly having a radius of 39.00 feet through a central angle of 49°-52'-00" and being subtended by a chord which bears South 17°-40'-00" East 32.88 feet;
thence South 07°-16'-00" West 55.80 feet;
thence southwesterly and westerly 116.90 feet along the arc of a circular curve concave northerly having a radius of 54.00 feet through a central angle of 124°-02'-17" and being subtended by a chord which bears South 69°-17'-09" West 95.38 feet;
thence along a non-tangential line South 41°-33'-00" West 9.00 feet to a point on a curve;
thence northerly 54.64 feet along the arc of a non-tangential circular curve concave easterly having a radius of 63.00 feet through a central angle of 49°-41'-37" and being subtended by a

(continued on page 2)

WILSON • MILLER • BARTON • BOLL & PEEK, INC.

Description of an Ingress, Egress and Utility Easement of part of Tracts A-1, A-2 and A-3 of Berkshire Lakes Unit 1 (P.B. 14, pages 118-120) Collier County, Florida
(continued from page 1)

chord which bears North 23°-48'-49" West 52.94 feet to a point of compound curvature;
thence northerly 75.78 feet along the arc of a circular curve concave easterly having a radius of 93.64 feet through a central angle of 46°-22'-00" and being subtended by a chord which bears North 24°-13'-00" East 73.73 feet;
thence North 47°-24'-00" East 154.85 feet;
thence North 34°-48'-35" East 64.19 feet;
thence North 32°-30'-00" West 77.24 feet;
thence northwesterly 63.59 feet along the arc of a circular curve concave southwesterly having a radius of 198.00 feet through a central angle of 13°-24'-00" and being subtended by a chord which bears North 41°-42'-00" West 63.31 feet;
thence North 50°-54'-00" West 95.98 feet;
thence northwesterly 40.94 feet along the arc of a circular curve concave southwesterly having a radius of 120.35 feet through a central angle of 19°-29'-30" and being subtended by a chord which bears North 60°-38'-45" West 40.75 feet;
thence along a non-tangential line South 57°-38'-00" West 20.96 feet;
thence South 27°-38'-00" West 322.90 feet;
thence South 71°-08'-00" West 142.94 feet;
thence North 71°-46'-00" West 68.76 feet;
thence northwesterly 36.90 feet along the arc of a circular curve concave northeasterly having a radius of 57.00 feet through a central angle of 37°-05'-33" and being subtended by a chord which bears North 53°-13'-13" West 36.26 feet;
thence along a non-tangential line North 55°-19'-33" East 9.00 feet to a point on a curve;
thence northerly and easterly 129.80 feet along the arc of a non-tangential circular curve concave southeasterly having a radius of 48.00 feet through a central angle of 154°-56'-27" and being subtended by a chord which bears North 42°-47'-47" East 93.71 feet;
thence South 59°-44'-00" East 20.00 feet;
thence southeasterly 31.41 feet along the arc of a circular curve concave southwesterly having a radius of 93.40 feet through a central angle of 19°-16'-00" and being subtended by a chord which bears South 50°-06'-00" East 31.26 feet to a point of reverse curvature;
thence southeasterly 35.67 feet along the arc of a circular curve concave northeasterly having a radius of 62.50 feet through a central angle of 32°-42'-13" and being subtended by a chord which bears South 56°-49'-07" East 35.19 feet;
thence along a non-tangential line North 78°-46'-04" East 58.80 feet;

(continued on page 3)

WILSON • MILLER • BARTON • SOLL & PEEK, INC.

Description of an Ingress, Egress and Utility Easement of part of Tracts A-1, A-2 and A-3 of Berkshire Lakes Unit 1 (P.B. 14, pages 118-120) Collier County, Florida
(continued from page 2)

thence northeasterly 25.17 feet along the arc of a non-tangential circular curve concave northwesterly having a radius of 62.50 feet through a central angle of 23°-04'-20" and being subtended by a chord which bears North 39°-10'-10" East 25.00 feet;
thence North 27°-38'-00" East 257.94 feet;
thence northerly and northwesterly 34.27 feet along the arc of a circular curve concave southwesterly having a radius of 16.00 feet through a central angle of 122°-43'-58" and being subtended by a chord which bears North 33°-43'-59" West 28.09 feet to a point of reverse curvature;
thence westerly 58.08 feet along the arc of a circular curve concave northerly having a radius of 166.00 feet through a central angle of 20°-02'-52" and being subtended by a chord which bears North 85°-04'-32" West 57.79 feet;
thence along a non-tangential line South 88°-03'-40" West 37.17 feet;
thence South 48°-02'-52" West 42.90 feet;
thence southwesterly 36.75 feet along the arc of a non-tangential circular curve concave northwesterly having a radius of 44.00 feet through a central angle of 47°-51'-00" and being subtended by a chord which bears South 58°-00'-30" West 35.69 feet;
thence South 81°-56'-00" West 19.93 feet;
thence southwesterly 23.68 feet along the arc of a circular curve concave southeasterly having a radius of 16.00 feet through a central angle of 84°-47'-03" and being subtended by a chord which bears South 39°-32'-29" West 21.57 feet to a point of reverse curvature;
thence southwesterly, northwesterly and northeasterly 175.22 feet along the arc of a circular curve concave northeasterly having a radius of 39.00 feet through a central angle of 257°-25'-06" and being subtended by a chord which bears North 54°-08'-30" West 60.87 feet;
thence along a non-tangential line North 08°-04'-00" West 9.32 feet;
thence North 81°-56'-00" East 89.27 feet;
thence North 24°-41'-50" East 56.12 feet to a point on a curve;
thence northwesterly 50.50 feet along the arc of a non-tangential circular curve concave northeasterly having a radius of 166.00 feet through a central angle of 17°-25'-44" and being subtended by a chord which bears North 37°-42'-52" West 50.30 feet to a point of compound curvature;
thence northerly 40.13 feet along the arc of a circular curve concave easterly having a radius of 93.00 feet through a central angle of 24°-43'-28" and being subtended by a chord which bears North 16°-38'-16" West 39.82 feet;
thence along a non-tangential line North 30°-24'-36" West 21.25 feet;
thence North 20°-13'-58" East 143.13 feet to a point on a curve;
thence northwesterly, northeasterly and easterly 139.62 feet along the arc of a non-tangential circular curve concave

(continued on page 4)

WILSON • MILLER • BARTON • SOLL & PEEK, INC.

Description of an Ingress, Egress and Utility Easement of part of Tracts A-1, A-2 and A-3 of Berkshire Lakes Unit 1 (P.B. 14, pages 118-120) Collier County, Florida
(continued from page 3)

southeasterly having a radius of 39.00 feet through a central angle of 205°-06'-48" and being subtended by a chord which bears North 31°-19'-13" East 76.13 feet;
thence along a non-tangential line North 35°-28'-52" East 88.77 feet to a point on a curve;
thence southeasterly 110.16 feet along the arc of a non-tangential circular curve concave southwesterly having a radius of 1994.28 feet through a central angle of 03°-09'-54" and being subtended by a chord which bears South 54°-31'-00" East 110.15 feet;
thence along a non-tangential line South 36°-55'-20" West 10.87 feet;
thence North 54°-31'-08" West 99.88 feet;
thence South 35°-28'-52" West 71.12 feet to a point on a curve;
thence southerly 37.11 feet along the arc of a non-tangential circular curve concave westerly having a radius of 48.00 feet through a central angle of 44°-18'-02" and being subtended by a chord which bears South 13°-17'-01" East 36.20 feet;
thence South 08°-52'-00" West 16.00 feet;
thence southerly 43.72 feet along the arc of a circular curve concave westerly having a radius of 165.00 feet through a central angle of 15°-11'-00" and being subtended by a chord which bears South 16°-27'-30" West 43.60 feet;
thence South 24°-03'-00" West 103.78 feet;
thence southerly 51.85 feet along the arc of a circular curve concave easterly having a radius of 56.00 feet through a central angle of 53°-03'-00" and being subtended by a chord which bears South 02°-28'-30" East 50.02 feet to a point of compound curvature;
thence southeasterly 160.64 feet along the arc of a circular curve concave northeasterly having a radius of 129.00 feet through a central angle of 71°-21'-00" and being subtended by a chord which bears South 64°-40'-30" East 150.46 feet to a point of reverse curvature;
thence easterly 40.72 feet along the arc of a circular curve concave southerly having a radius of 161.35 feet through a central angle of 14°-27'-37" and being subtended by a chord which bears North 86°-52'-48" East 40.61 feet;
thence along a non-tangential line North 09°-05'-17" East 63.58 feet;
thence northeasterly 50.00 feet along the arc of a circular curve concave southeasterly having a radius of 39.38 feet through a central angle of 72°-44'-43" and being subtended by a chord which bears North 45°-27'-39" East 46.71 feet;
thence North 81°-50'-00" East 26.52 feet;
thence easterly 31.21 feet along the arc of a circular curve concave southerly having a radius of 42.00 feet through a central angle of 42°-34'-53" and being subtended by a chord which bears South 76°-52'-34" East 30.50 feet;
thence along a non-tangential line North 41°-40'-42" East 83.32 feet;
thence North 42°-56'-53" West 85.21 feet;

(continued on page 5)

WILSON • MILLER • BARTON • SOLL & PEEK, INC.

Description of an Ingress, Egress and Utility Easement of part of Tracts A-1, A-2 and A-3 of Berkshire Lakes Unit 1 (P.B. 14, pages 118-120) Collier County, Florida
(continued from page 4)

thence North 41°-07'-11" East 9.75 feet to a point on a curve;
thence southeasterly 99.95 feet along the arc of a non-tangential circular curve concave southwesterly having a radius of 1994.28 feet through a central angle of 02°-52'-18" and being subtended by a chord which bears South 47°-39'-36" East 99.94 feet;
thence South 41°-40'-42" West 100.69 feet to a point on a curve;
thence southerly and southwesterly 93.89 feet along the arc of a non-tangential circular curve concave northwesterly having a radius of 42.00 feet through a central angle of 128°-04'-59" and being subtended by a chord which bears South 29°-03'-31" West 75.53 feet;
thence North 86°-54'-00" West 21.11 feet;
thence South 41°-40'-42" West 11.24 feet;
thence South 39°-51'-26" East 39.43 feet;
thence southeasterly 24.59 feet along the arc of a non-tangential circular curve concave southwesterly having a radius of 161.35 feet through a central angle of 08°-44'-00" and being subtended by a chord which bears South 55°-16'-00" East 24.57 feet;
thence South 50°-54'-00" East 95.98 feet;
thence southeasterly 58.80 feet along the arc of a circular curve concave southwesterly having a radius of 239.00 feet through a central angle of 14°-05'-43" and being subtended by a chord which bears South 43°-51'-08" East 58.65 feet;
thence easterly 35.32 feet along the arc of a non-tangential circular curve concave southerly having a radius of 39.00 feet through a central angle of 51°-53'-01" and being subtended by a chord which bears North 76°-33'-29" East 34.12 feet;
thence South 77°-30'-00" East 38.77 feet;
thence southeasterly 81.68 feet along the arc of a circular curve concave southwesterly having a radius of 52.00 feet through a central angle of 90°-00'-00" and being subtended by a chord which bears South 32°-30'-00" East 73.54 feet;
thence South 12°-30'-00" West 40.45 feet;
thence southwesterly 31.53 feet along the arc of a circular curve concave northwesterly having a radius of 40.14 feet through a central angle of 45°-00'-00" and being subtended by a chord which bears South 35°-00'-00" West 30.72 feet;
thence along a non-tangential line South 30°-00'-38" East 23.02 feet;
thence southeasterly 26.64 feet along the arc of a non-tangential circular curve concave northeasterly having a radius of 80.00 feet through a central angle of 19°-04'-50" and

(continued on page 6)

WILSON • MILLER • BARTON • SOLL & PEEK, INC.

Description of an Ingress, Egress and Utility Easement of part of Tracts A-1, A-2 and A-3 of Berkshire Lakes Unit 1 (P.B. 14, pages 118-120) Collier County, Florida
(continued from page 5)

being subtended by a chord which bears South 42°-02'-25" East 26.52 feet;
thence South 38°-25'-10" West 42.00 feet to the Point of Beginning of the easement herein described;
subject to easements and restrictions of record;
containing 2.79 acre more or less;
bearings are based on P.B. 14, pages 118-120, Collier County, Florida;

WILSON, MILLER, BARTON, SOLL & PEEK, INC.
Reg. Engineers and Land Surveyors

BY _____ DATE Jan 15, 1989
Michael C. LaMure, P.L.S. #4247

Not valid unless embossed with the Professional's seal.

W.O. 6685
Ref: 4C-597 (MT:kjd esmts tract a-1, a-2 and a-3 rev)
Date: December 15, 1988

COLLIER COUNTY COPY CLERK OF THE CIRCUIT COURT

UNDIVIDED SHARES IN COMMON ELEMENTS, COMMON EXPENSES AND COMMON SURPLUS

The undivided shares in Common Elements, Common Expenses and Common Surplus ("Undivided Share") shall be a fraction, the numerator of which is one (1) and the denominator of which is the number of Units in the Condominium. Upon recording the Declaration, the Developer will submit Phase 1 to the condominium form of ownership and the undivided shares in Common Elements, Common Expenses and Common Surplus shall be as follows:

Unit No.	Share of Common Elements, Common Expenses and Common Surplus
1-1	1/8
1-2	1/8
1-3	1/8
1-4	1/8
1-5	1/8
1-6	1/8
1-7	1/8
1-8	1/8

Developer, in its sole discretion, may add one, some or all of the remaining phases to the Condominium. If the additional phases are added to the Condominium, the undivided shares in Common Elements, Common Expenses and Common Surplus for all Units in the Condominium shall be adjusted as each additional phase is added. For example, if Phase 2 (containing 8 units) is added to the Condominium, the undivided shares in the Common Elements, Common Expenses and Common Surplus of each unit shall be 1/16th. If all phases are added to the Condominium, the Undivided Share will be 1/264.

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CLERK OF THE CIRCUIT COURT

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101-505921

001424 OR BOOK

000284 PAGE

CONSENT OF MORTGAGEE TO DECLARATION OF CONDOMINIUM OF THE COACH HOMES OF BERKSHIRE LAKES, A CONDOMINIUM

WHEREAS, the undersigned ("Mortgagee") is the holder of a Mortgage, upon land in Collier County, Florida (the "Mortgage"), executed by Bennington Group, Inc., a Florida corporation ("Mortgagor"); and

WHEREAS, the Mortgage is a lien upon that certain tract of land more fully described in the Mortgage and in Exhibits "A" and "C" to the Declaration of Condominium of The Coach Homes of Berkshire Lakes, A Condominium (the "Declaration"); and

WHEREAS, Mortgagee has agreed to consent to the Declaration.

NOW, THEREFORE, for good and valuable consideration, Mortgagee agrees and declares as follows:

1. Mortgagee hereby consents to the making, execution and recordation of the Declaration.

2. By consenting to the recordation of the Declaration, Mortgagee does not undertake or assume any of the obligations or responsibilities of the Mortgagor or anyone else under the Declaration or the Condominium Act of any owner of a Condominium Unit.

IN WITNESS WHEREOF, Mortgagee has executed this Consent this 14th day of March, 1989.

Signed, sealed and delivered in the presence of:

BARNETT BANK OF NAPLES

By: James K. Krise
James K. Krise,
Senior Vice President

[CORPORATE SEAL]

COPY
CLERK OF THE CIRCUIT COURT
COLLIER COUNTY

STATE OF FLORIDA)
) SS.:
COUNTY OF COLLIER)

The foregoing instrument was acknowledged before me this 14th day of March, 1989, by James K. Krise, as Senior Vice President of Barnett Bank of Naples.

Notary Public
State of Florida
My Commission Expires:

Notary Public, State of Florida
My Commission Expires Nov. 28, 1992
Bonded Thru Troy Fain - Insurance Inc.

Recorded and Verified
in Official Records of
COLLIER COUNTY, FLORIDA
JAMES C. GILES, CLERK

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AMENDMENT TO DECLARATION OF CONDOMINIUM OF THE COACH HOMES OF BERKSHIRE LAKES, A CONDOMINIUM FOR PHASE 11

WHEREAS, the Declaration of Condominium of Coach Homes of Berkshire Lakes, A Condominium, has been recorded in Official Records Book 1424, Page 156, Public Records of Collier County, Florida ("Declaration"); and

WHEREAS, the successor Developer, DBA Development Corporation, a Florida corporation, desires to add Phase 11 to condominium ownership pursuant to the plan of phasing of Coach of Berkshire Lakes, a condominium;

NOW, THEREFORE, the successor Developer, as the owner of the property described and shown on the plot plan, survey and graphic description attached hereto and made a part hereof as Exhibit "A" (the "Property"), hereby submits the Property, upon recordation of this Amendment, to condominium ownership under the Declaration.

Because of the addition of Phase 11, the percentage share of each unit in the common elements, common expenses and common surplus in the Condominium is 1/88.

IN WITNESS WHEREOF, the Developer has caused these presents to be signed in its name.

Signed, sealed and delivered in the presence of:

Kelly Carter

Patricia LaMure

DEVELOPER:

DBA DEVELOPMENT CORPORATION, a Florida corporation,

BY: AVI BARON, ITS PRESIDENT

(corporate seal)

COLLIER COUNTY FLORIDA CLERK OF CIRCUIT COURT COPY

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this 30th day of September, 1993 by Avi Baron, President of DBA Development Corporation, a corporation existing under the laws of the State of Florida, who is personally known by me and who did take an oath.

Patricia LaMure
Notary Public

OFFICIAL NOTARY SEAL
PATRICIA LAMURE
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. CC054078
MY COMMISSION EXP. NOV. 7,1994

PAULICH, O'HARA & SLACK, P.A.
Parkway Financial Center, Sixth Floor
2150 Goodlette Road
Naples, Florida 33940

BRETT A. BISHOP
Professional Land Surveyor
9220 Bonita Beach Road
Suite 204
Bonita Springs, FL 33923
Tel. 813-947-6880

OR BOOK 1876
PAGE 000105

COACH HOMES OF BERKSHIRE LAKES, A CONDOMINIUM
PHASE ELEVEN
UNITS 11-1 THRU 11-8

SURVEYORS CERTIFICATE OF SUBSTANTIAL COMPLETION

THE UNDERSIGNED LAND SURVEYOR HEREBY CERTIFIES THAT THE CONSTRUCTION OF THE IMPROVEMENTS COMPRISING COACH HOMES OF BERKSHIRE LAKES, A CONDOMINIUM, PHASE ELEVEN, UNITS 11-1 THRU 11-8 IS SUBSTANTIALLY COMPLETE SO THAT THE DECLARATION OF CONDOMINIUM TOGETHER WITH THE PROVISIONS OF THE DECLARATIONOF CONDOMINIUM DESCRIBING THE CONDOMINIUM PROPERTY, IS AN ACCURATE REPRESENTATION OF THE LOCATION AND DIMENSIONS OF THE IMPROVEMENTS SO THAT THE IDENTIFICATION, LOCATION AND DIMENSIONS OF THE COMMON ELEMENTS OF EACH UNIT WITHIN COACH HOMES OF BERKSHIRE LAKES, A CONDOMINIUM, PHASE ELEVEN, UNITS 11-1 THRU 11-8 CAN BE DETERMINED FROM THESE MATERIALS. ALL PLAN IMPROVEMENTS, INCLUDING BUT NOT LIMITED TO, LANDSCAPING, UTILITIES SERVICES AND ACCESS TO THE UNITS, AND COMMON ELEMENT FACILITIES SERVING THE BUILDING IN WHICH THE UNITS TO BE CONVEYED ARE LOCATED HAVE BEEN SUBSTANTIALLY COMPLETED.

BRETT A. BISHOP, PROFESSIONAL LAND SURVEYOR — DATE 10-1-03
STATE OF FLORIDA, L.S. #4760

COPY
CLERK OF THE CIRCUIT COURT

BRETT A. BISHOP
Professional Land Surveyor
9220 Bonita Beach Road
Suite 104
Bonita Springs, FL 33923
Tel. 813-947-6880

Description of Condo Phase eleven of part of
Tracts A-1, A-2 and A-3 of Berkshire Lakes Unit I
(P.B. 14, pages 119-120) Collier County, Florida

All that part of Tracts A-1, A-2 and A-3 of Berkshire Lakes Unit One (P.B. 14, pages 118-120) Collier County, Florida, being more particularly described as follows:

Beginning at the southeast corner of said Tract A-2,
thence North 32°-22'-00" East 221.03 feet
thence South 29°-32'-00" East 126.47 feet:
thence South 58°-36'-20" west 28.88 feet:
thence southwesterly 40.62 feet along the arc of a non-tangential circular curve concave southeasterly having a radius of 82.82 feet through a central angle of 28°-26'-00"and being subtended by a chord which bears South 46°-25'-00" West 40.21 feet;
thence South 32°-22'-00" West 25.03 feet
thence southerly 43.25 feet along the arc of a circular curve concave easterly having a radius of 48.00 feet through a central angle of 51°-35'-59" and being subtended by a chord which bears South 06°-34'-01" West 41.78 feet;
thence along a non-tangential line South 68°-38'-24" West 89.04 feet;
thence northerly 66.41 feet along the arc of a non-tangential circular curve concave westerly having a radius of 1270.00 feet through a central angle of 02°-59'-46" and being subtended by a chord which bears North 22°-51'-79" West 66.40 feet to the Point of Beginning of the parcel herein described;

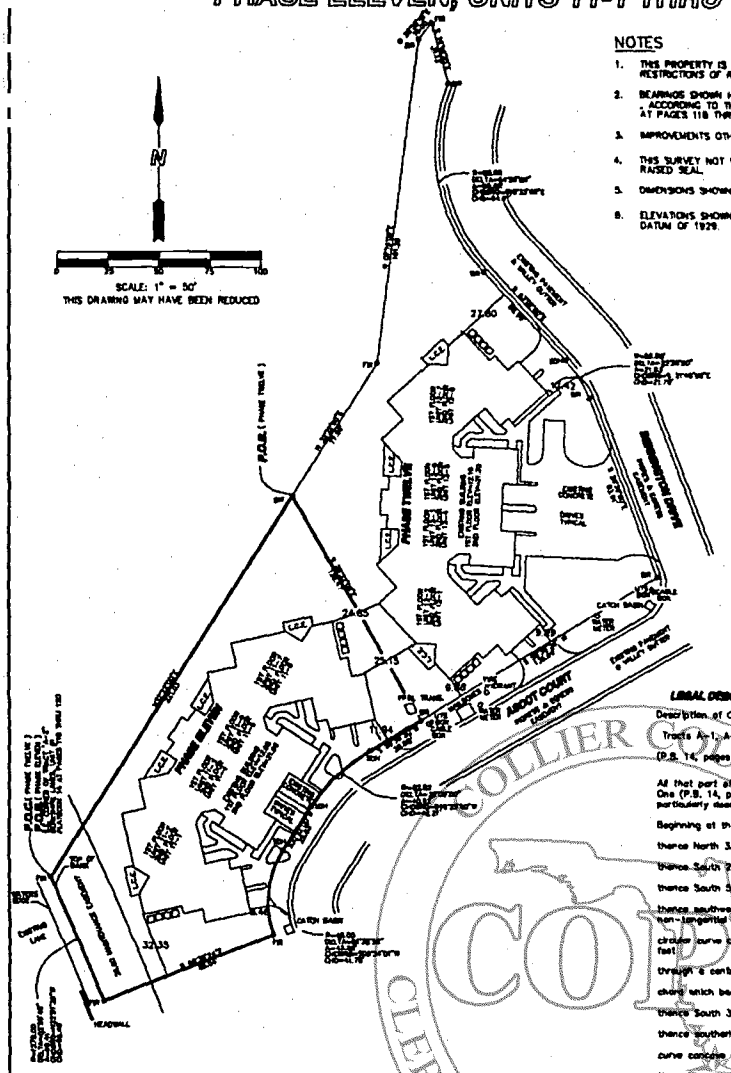
subject to easements and restrictions of record;
containing .46 acres more or less
bearings are based on (P.B. 118-120) Collier County Public Records, Collier County, Florida

COLLIER COUNTY
CLERK OF THE CIRCUIT COURT

BRETT A. BISHOP, PROFESSIONAL LAND SURVEYOR
STATE OF FLORIDA L.S. #4760

10-11-93
DATE

THE COACH HOMES OF BERKSHIRE LAKES, A CONDOMINIUM
PHASE ELEVEN, UNITS 11-1 THRU 11-8



NOTES

1. THIS PROPERTY IS SUBJECT TO EASEMENTS, RESERVATIONS OR RESTRICTIONS OF RECORD.
2. BEARINGS SHOWN HEREON REFER TO BERKSHIRE LAKES, UNIT #1, ACCORDING TO THE PLAT THEREOF RECORDED IN PLATBOOK 14 AT PAGES 118 THRU 120, COLLIER COUNTY,FLORIDA.
3. IMPROVEMENTS OTHER THAN THOSE SHOWN WERE NOT LOCATED.
4. THIS SURVEY NOT VALID WITHOUT SURVEYORS SIGNATURE AND RAISED SEAL.
5. DIMENSIONS SHOWN HEREON ARE IN FEET AND DECIMALS THEREOF.
6. ELEVATIONS SHOWN HEREON ARE NATIONAL GEODETIC VERTICAL DATUM OF 1929.

LEGEND

P.O.B.	POINT OF BEGINNING
P.O.C.	POINT OF COMMENCEMENT
F.I.R. ●	FOUND 5/8" IRON ROD
S.I.R. ○	SET 5/8" IRON ROD L.B. #4760
F.C.M. □	FOUND 4" X 4" CONCRETE MONUMENT
S/P	SCREENED PORCH
S.C.M. ■	SET 4" X 4" CONCRETE MONUMENT
FND.	FOUND
SEC.	SECTION
TWP.	TOWNSHIP
RNG.	RANGE
PLAT	PLAT
(M)	MEASURED
(C)	CALCULATED
L.D.	LEGAL DESCRIPTION
P.B.	PLAT BOOK
PG.	PAGE
U.T.S.	UNITED TELEPHONE SERVICE
P.V.C.	POLYVINYL CHLORIDE PIPE
F.F.	FINISHED FLOOR
ELEV.	ELEVATION
O/S	OFFSET
R	RADIUS
Δ /	DELTA
NGVD	NATIONAL GEODETIC VERTICAL DATUM
FP&L TRANS.	FLORIDA POWER AND LIGHT TRANSFORMER
SDH ●	SET DRILL HOLE

LEGAL DESCRIPTION PHASE TWELVE

Description of Condo Phase eleven of part of Tracts A-1, A-2 and A-3 of Berkshire Lakes Unit I (P.B. 14, pages 118-120) Collier County, Florida

All that part of Tracts A-1, A-2 and A-3 of Berkshire Lakes Unit One (P.B. 14, pages 118-120) Collier County, Florida, being more particularly described as follows:

Beginning at the southeast corner of said Tract A-2;

thence North 32°-22'-00" East 221.03 feet;

thence South 28°-37'-00" East 126.47 feet;

thence South 58°-36'-20" west 28.86 feet;

thence southwesterly 40.82 feet along the arc of a non-tangential

circular curve concave southeasterly having a radius of 82.82 feet

through a central angle of 28°-26'-00" and being subtended by a

chord which bears South 48°-25'-00" West 40.21 feet;

thence South 32°-22'-00" west 25.03 feet;

thence southerly 43.25 feet along the arc of a circular

curve concave easterly having a radius of 48.00 feet

through a central angle of 51°-35'-56" and being subtended by a

chord which bears South 06°-34'-01" West 41.78 feet;

thence along a non-tangential line South 68°-38'-24" West 88.04 feet;

thence northerly 88.41 feet along the arc of a non-tangential

circular curve concave westerly having a radius of 1270.00 feet

through a central angle of 02°-59'-46" and being subtended by a

chord which bears North 22°-51'-79" West 88.40 feet to the

Point of Beginning of the parcel herein described;

subject to easements and restrictions of record;

containing .48 acres more or less

bearings are based on (P.B. 118-120) Collier County Public Records,

Collier County, Florida

CERTIFIED TO: D.B.A. DEVELOPMENT INC.

CERTIFICATION:

WE HEREBY CERTIFY THAT THIS CONDOMINIUM SURVEY OF THE HEREON DESCRIBED PROPERTY WAS SURVEYED UNDER OUR DIRECTION ON 10/10/93 THIS SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 61H-6, F.A.C. PURSUANT TO SECTION 472.07 FLORIDA STATUTES.

SIGNED 10/10/93

BRETT A. BISHOP, STATE OF FLORIDA, L.S.#4760

DATE:	10/10/93		
FIELD BOOK:	101		
PAGE:	36-38,40	DRAWN BY:	BAB
		APPROVED:	BAB
		SCALE:	1" = 50'

CONDOMINIUM SURVEY

UNITS 11-1 THRU UNITS 11-8, PHASE ELEVEN,
THE COACH HOMES OF
OF BERKSHIRE LAKES, A CONDOMINIUM
COLLIER COUNTY, FLORIDA

BRETT A. BISHOP
PROFESSIONAL LAND SURVEYOR
9220 Bonita Beach Road Suite #104
BONITA SPRINGS, FLORIDA 33923 (813) 947-68

Recorded and Verified
In Official Records of
COLLIER COUNTY, FLORIDA
DWIGHT E. BROCK, CLERK

COLLIER COUNTY
CLERK OF THE CIRCUIT COURT

when received.

OR BOOK 1876 PAGE 000107

19.50 01751421 COLLIER COUNTY

1993 OCT 20 AM 8:52 RECORDED

1876 OR BOOK

000108 PAGE

AMENDMENT TO
DECLARATION OF CONDOMINIUM OF
THE COACH HOMES OF BERKSHIRE LAKES, A CONDOMINIUM
FOR PHASE 12

REC 17.00
PRM 2.50
DOC
INT
IND

WHEREAS, the Declaration of Condominium of Coach Homes of Berkshire Lakes, A Condominium, has been recorded in Official Records Book 1424, Page 156, Public Records of Collier County, Florida ("Declaration"); and

WHEREAS, the successor Developer, DBA Development Corporation, a Florida corporation, desires to add Phase 12 to condominium ownership pursuant to the plan of phasing of Coach of Berkshire Lakes, a condominium;

NOW, THEREFORE, the successor Developer, as the owner of the property described and shown on the plot plan, survey and graphic description attached hereto and made a part hereof as Exhibit "A" (the "Property"), hereby submits the Property, upon recordation of this Amendment, to condominium ownership under the Declaration.

Because of the addition of Phase 12, the percentage share of each unit in the common elements, common expenses and common surplus in the Condominium is 1/96.

IN WITNESS WHEREOF, the Developer has caused these presents to be signed in its name.

Signed, sealed and delivered in the presence of:

Kelly Carter

Patricia LaMure

DEVELOPER:

DBA DEVELOPMENT CORPORATION, a Florida corporation,

BY: AVI BARON, ITS PRESIDENT

(corporate seal)

COLLIER COUNTY CLERK OF COURT COPY

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this 15th day of October, 1993 by Avi Baron, President of DBA Development Corporation, a corporation existing under the laws of the State of Florida, who is personally known by me and who did take an oath.

Patricia LaMure
Notary Public

OFFICIAL NOTARY SEAL
PATRICIA LAMURE
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. CC054078
MY COMMISSION EXP. NOV. 7,1994

PAUL C.H. O'HARA & SLACK, P.A.
Financial Center, Sixth Floor
2150 Goodlette Road
Naples, Florida 33940

BRETT A. BISHOP
Professional Land Surveyor
9220 Bonita Beach Road
Suite 204
Bonita Springs, FL 33923
Tel. 813-947-6880

OR BOOK 1876
PAGE 000109

COACH HOMES OF BERKSHIRE LAKES, A CONDOMINIUM
PHASE TWELVE
UNITS 12-1 THRU 12-8

SURVEYORS CERTIFICATE OF SUBSTANTIAL COMPLETION

THE UNDERSIGNED LAND SURVEYOR HEREBY CERTIFIES THAT THE CONSTRUCTION OF THE IMPROVEMENTS COMPRISING COACH HOMES OF BERKSHIRE LAKES, A CONDOMINIUM, PHASE TWELVE, UNITS 12-1 THRU 12-8 IS SUBSTANTIALLY COMPLETE SO THAT THE DECLARATION OF CONDOMINIUM TOGETHER WITH THE PROVISIONS OF THE DECLARATION CONDOMINIUM DESCRIBING THE CONDOMINIUM PROPERTY, IS AN ACCURATE REPRESENTATION OF THE LOCATION AND DIMENSIONS OF THE IMPROVEMENTS SO THAT THE IDENTIFICATION, LOCATION AND DIMENSIONS OF THE COMMON ELEMENTS OF EACH UNIT WITHIN COACH HOMES OF BERKSHIRE LAKES, A CONDOMINIUM, PHASE TWELVE, UNITS 12-1 THRU 12-8 CAN BE DETERMINED FROM THESE MATERIALS. ALL PLAN IMPROVEMENTS, INCLUDING BUT NOT LIMITED TO, LANDSCAPING, UTILITIES SERVICES AND ACCESS TO THE UNITS, AND COMMON ELEMENT FACILITIES SERVING THE BUILDING IN WHICH THE UNITS TO BE CONVEYED ARE LOCATED HAVE BEEN SUBSTANTIALLY COMPLETED.

BRETT A. BISHOP, PROFESSIONAL LAND SURVEYOR — DATE 10-11-99
STATE OF FLORIDA, L.S. #4760

COLLIER COUNTY
COPY
CLERK OF THE CIRCUIT COURT

BRETT A. BISHOP
Professional Land Surveyor
9220 Bonita Beach Road
Suite 204
Bonita Springs, FL 33923
Tel. 813-947-6880

OR BOOK 1876
PAGE 000110

Description of Condo Phase twelve of part of
Tracts A-1, A-2 and A-3 of Berkshire Lakes Unit I
(P.B. 14, pages 118-120) Collier County, Florida

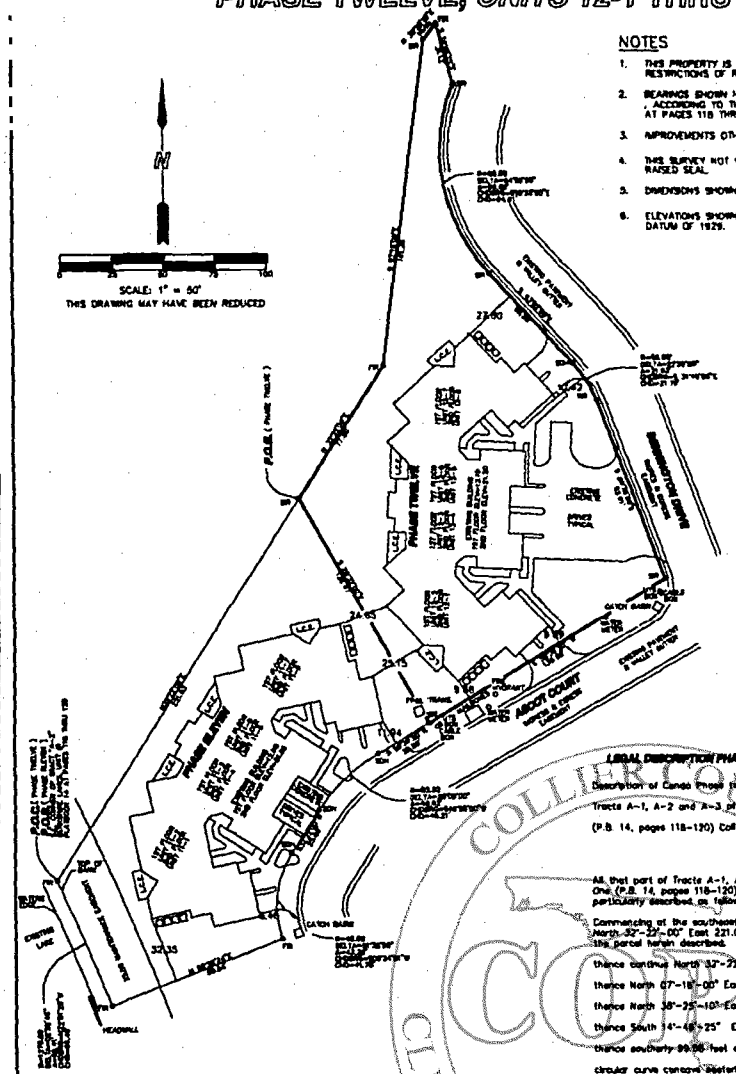
All that part of Tracts A-1, A-2 and A-3 of Berkshire Lakes Unit One (P.B. 14, pages 118-120) Collier County, Florida, being more particularly described as follows:
Commencing at the southeast corner of said Tract A-2, Thence North 32°-22'-00" East 221.03 feet to the POINT OF BEGINNING of the parcel herein described:
thence continue North 32°-22'-00" East 77.50 feet:
thence North 07°-16'-00" East 161.28 feet:
thence North 38°-25'-10" East 10.00 feet;
thence South 14°-49'-25" East 31.twelve feet;
thence southerly 99.88 feet along the arc of a non-tangential circular curve concave easterly having a radius of 88.09 feet through a central angel of 64°-58'-00" and being subtended by a chord which bears South 10°-33'-00" East 94.61 feet;
thence South 43°-02'-00" East 58.99 feet;
thence southeasterly 21.93 feet along the arc of a circular curve concave southwesterly having a radius of 56.00 feet through a central angle of 22°-26'-00" and being subtended by a chord which bears South 31°-49'-00" East 21.79 feet;
thence South 20°-36'-00" East 93.91 feet;
thence South 58°-36'-20" West 135.69 feet;
thence North 29°-32'-00" West 126.47 feet to the Point of Beginning of the parcel herein described,
subject to easements and restrictions of record;
containing .59 acres more or less
bearings are based on (P.B. 118-120) Collier County Public Records, Collier County, Florida

COPY
COLLIER COUNTY
OF THE CIRCUIT COURT

BRETT A. BISHOP, PROFESSIONAL LAND SURVEYOR
STATE OF FLORIDA L.S. #4760

10-11-93
date

THE COACH HOMES OF BERKSHIRE LAKES, A CONDOMINIUM
PHASE TWELVE, UNITS 12-1 THRU 12-8



NOTES

1. THIS PROPERTY IS SUBJECT TO EASEMENTS, RESERVATIONS OR RESTRICTIONS OF RECORD.
2. BEARINGS SHOWN HEREON REFER TO BERKSHIRE LAKES, UNIT #1, , ACCORDING TO THE PLAT THEREOF RECORDED IN PLATBOOK 14 AT PAGES 118 THRU 120, COLLIER COUNTY,FLORIDA.
3. IMPROVEMENTS OTHER THAN THOSE SHOWN WERE NOT LOCATED
4. THIS SURVEY NOT VALID WITHOUT SURVEYORS SIGNATURE AND RAISED SEAL.
5. DIMENSIONS SHOWN HEREON ARE IN FEET AND DECIMALS THEREOF.
6. ELEVATIONS SHOWN HEREON ARE NATIONAL GEODETIC VERTICAL DATUM OF 1929.

LEGEND

P.O.B.		POINT OF BEGINNING
P.O.C.		POINT OF COMMENCEMENT
F.I.R.	●	FOUND 5/8" IRON ROD
S.I.R.	●	SET 5/8" IRON ROD L.B. #4760
F.C.M.	□	FOUND 4" x 4" CONCRETE MONUMENT
S/P		SCREENED PORCH
S.C.M.	■	SET 4" x 4" CONCRETE MONUMENT
FND		FOUND
SEC.		SECTION
TWP.		TOWNSHIP
RNG.		RANGE
PLT.		PLAT
M		MEASURED
C		CALCULATED
L.D.		LEGAL DESCRIPTION
P.B.		PLAT BOOK
PG.		PAGE
T.V.S.		UNITED TELEPHONE SERVICE
P.V.C.		POLYVINYL CHLORIDE PIPE
F.F.		FINISHED FLOOR
ELEV.		ELEVATION
C/S		OFFSET
R		RADIUS
Δ		DELTA
NGVD		NATIONAL GEODETIC VERTICAL DATUM
F.P.L. WARN.		FLORIDA POWER AND LIGHT TRANSFORMER
BDN	●	SET DRILL HOLE

LEGAL DESCRIPTION PHASE TWELVE

Description of Condo Phase Twelve of part of Tracts A-1, A-2 and A-3 of Berkshire Lakes Unit 1 (P.B. 14, pages 118-120) Collier County, Florida

All that part of Tracts A-1, A-2 and A-3 of Berkshire Lakes Unit One (P.B. 14, pages 118-120) Collier County, Florida, being more particularly described as follows:

Commencing at the southeast corner of said Tract A-2, Thence North 32°-22'-00" East 221.05 feet to the POINT OF BEGINNING of the parcel herein described;

thence continue North 32°-22'-00" East 77.50 feet;
thence North 07°-18'-00" East 161.28 feet;
thence North 58°-25'-10" East 10.00 feet;
thence South 14°-48'-25" East 31.twelve feet;
thence southerly 99.96 feet along the arc of a non-tangential circular curve concave easterly having a radius of 98.08 feet through a central angel of 84°-56'-00" and being subtended by a chord which bears South 10°-33'-00" East 94.61 feet;
thence South 43°-03'-00" East 58.89 feet;
thence southeasterly 21.93 feet along the arc of a circular curve concave southeasterly having a radius of 58.00 feet through a central angle of 22°-28'-00" and being subtended by a chord which bears South 31°-48'-00" East 21.78 feet;
thence South 20°-34'-00" East 83.91 feet;
thence South 58°-38'-20" West 135.89 feet;
thence North 29°-32'-00" West 128.47 feet to the Point of Beginning of the parcel herein described,
subject to easements and restrictions of record;
containing .58 acres more or less

CERTIFIED TO: D.B.A. DEVELOPMENT INC.

CERTIFICATION:

WE HEREBY CERTIFY THAT THIS CONDOMINIUM SURVEY OF THE HEREON DESCRIBED PROPERTY WAS SURVEYED UNDER OUR DIRECTION ON 10/10/93 THIS SURVEY MEETS THE MINIMUM TECHNICAL STANDARDS SET FORTH BY THE FLORIDA BOARD OF PROFESSIONAL LAND SURVEYORS IN CHAPTER 21HH-6, F.A.C. PURSUANT TO SECTION 472.09 FLORIDA STATUES.

SIGNED 10/10/93

BRETT A. BISHOP — STATE OF FLORIDA, L.S.#4760

DATE:	10/10/93
FIELD BOOK:	101
PAGE:	35-38,40
DRAWN BY:	BAB
APPROVED:	BAB
SCALE:	1" = 50'

CONDOMINIUM SURVEY

UNITS 12-1 THRU UNITS 12-8, PHASE TWELVE,
THE COACH HOMES OF
OF BERKSHIRE LAKES, A CONDOMINIUM
COLLIER COUNTY, FLORIDA

BRETT A. BISHOP
PROFESSIONAL LAND SURVEYOR
9220 Bonita Beach Road Suite #104
BONITA SPRINGS, FLORIDA 33923 (813) 947-6880

COLLIER COUNTY
COPY
CLERK OF THE CIRCUIT COURT

Recorded and Verified
in Official Records of
COLLIER COUNTY, FLORIDA
DWIGHT E. BROCK, CLERK

1876
UR BOOK
000111
PAGE

JJW/slk
10/17/88
101-505919

01323262
COLLIER COUNTY

1989 OCT 20 PM 12:55
RECORDED

OR BOOK 001477

REC 1700
PRM 250
DOC
INT
IND

AMENDMENT TO
DECLARATION OF CONDOMINIUM OF
THE COACH HOMES OF BERKSHIRE LAKES, A CONDOMINIUM
FOR PHASE 7

WHEREAS, Bennington Group, Inc., a Florida corporation (the "Developer"), filed the Declaration of Condominium of Coach Homes of Berkshire Lakes, A Condominium, recorded in Official Records Book 1424, Page 156, Public Records of Collier County, Florida ("Declaration"); and

WHEREAS, the Developer desires to add Phase 7 to condominium ownership pursuant to the plan of phasing of Coach Homes of Berkshire Lakes, a Condominium;

NOW, THEREFORE, the Developer, as the owner of the property described and shown on the plot plan, survey and graphic description attached hereto and made a part hereof as Exhibit "A" (the "Property"), hereby submits the Property, upon recordation of this Amendment, to condominium ownership under the Declaration.

Because of the addition of Phase 7, the percentage share of each unit in the common elements, common expenses and common surplus in the Condominium is 1/16.

IN WITNESS WHEREOF, the Developer has caused these presents to be signed in its name.

Signed, Sealed and delivered in the presence of:

Dan Booney

Adele F. Kirk

DEVELOPER:

BENNINGTON GROUP, INC., a Florida corporation

By: Edward E. Kirk
Edward E. Kirk,
President

(Corporate Seal)

COLLIER COUNTY COPY CLERK OF THE CIRCUIT COURT

STATE OF FLORIDA)
: ss
COUNTY OF Collier)

The foregoing instrument was acknowledged before me this 3rd day of October, 1989, by Edward E. Kirk, as President of Bennington Group, Inc., a Florida corporation.

Notary Public
State of Florida
My Commission Expires:

Notary Public
State of Florida at Large
My Commission Expires:
July 19, 1993

Return To MIDWEST TITLE (CB# 16011-7-6)
3936 No. Tamiami Trail #A
Naples, FL 33940

002384
PAGE

WILSON • MILLER • BARTON • SOLL & PEEK, INC.
ENGINEERS PLANNERS SURVEYORS
1383 AIRPORT-PULLING ROAD NORTH, NAPLES, FLORIDA 33942-9988 (813) 643-4545

EXHIBIT A

SURVEYORS CERTIFICATE

As to Phase Seven, of Coach Homes of Berkshire Lakes a Condominium, part of Tracts A-1, A-2 and A-3, Berkshire Lakes Unit One, P.B. 14, pages 118 through 120, Collier County, Florida;

I, MICHAEL C. LAMURE, of Naples, Florida, County of Collier and State of Florida, hereby certify as follows;

1. That I am a Professional Land Surveyor authorized to practice in the State of Florida;

2. That this Certificate is made as to Phase Seven, of Coach Homes of Berkshire Lakes a Condominium, part of Tracts A-1, A-2 and A-3, Berkshire Lakes Unit One, P.B. 14, pages 118 through 120, Collier County, Florida, and in compliance with Section 718.104(e) Florida Statues;

3. That the applicable sheets of WMBS&P Drawing #4C-597 and sheet 7 of 3C-457, as revised October 10, 1989, together with the provisions of the declaration relating to matters of survey, constitute a correct representation of the improvements of said Building as they now exist and there can be determined from them the identification, location, dimensions and size of the common elements and of said Building;

4. That all planned improvements, including landscaping, utility services and access to said Building have been substantially completed.

WILSON, MILLER, BARTON, SOLL & PEEK, INC.
Reg. Engineers and Land Surveyors

BY _____ DATE 10-17-89
Michael C. LaMure, P.L.S. #4247

Not valid unless embossed with the Professional's seal.

STATE OF FLORIDA
COUNTY OF COLLIER

Before me personally appeared MICHAEL C. LAMURE, to me well known and known to me to be the person described in and who executed the foregoing instrument, and acknowledged before me that he executed said instrument for the purpose therein expressed.

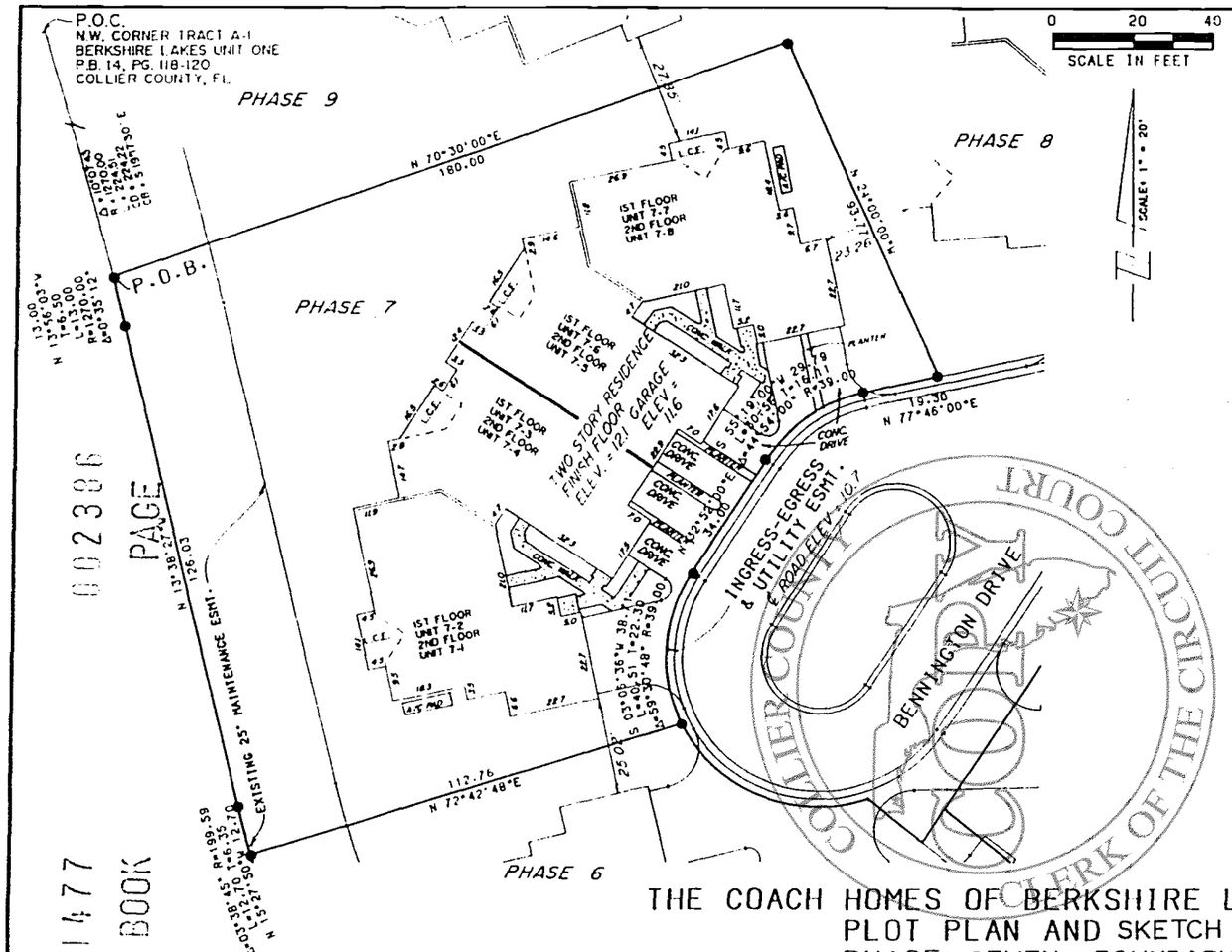
My commission expires:
NOTARY PUBLIC, STATE OF FLORIDA.
MY COMMISSION EXPIRES: AUG. 15, 1991.
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

_____
Notary Public

cert 10-17-89

Return To MIDWEST TITLE (CB# 1601-7-C)
3936 No. Tamiami Trail #A
Naples, FL 33940

COPY
FILED IN THE CIRCUIT COURT



Description of Condominium Phase 7 of part of Tract A-1 and A-2 of Berkshire Lakes Unit 1 (P.B. 14, pages 118-120) Collier County, Florida

All that part of Tracts A-1 and A-2 of Berkshire Lakes Unit 1 (P.B. 14, pages 118-120) Collier County, Florida, being more particularly described as follows:
Commencing at the northwest corner of said Tract A-1;
thence southeasterly 224.41 feet along the arc of a circular curve concave to the southwest, having a radius of 1270.00 feet through a central angle of 10°-07'-43" and being subtended by a chord which bears South 19°-17'-30" East 224.12 feet to the POINT OF BEGINNING of the parcel herein described;
thence North 70°-30'-00" East 180.00 feet;
thence South 24°-00'-00" West 91.77 feet;
thence South 77°-46'-00" West 19.30 feet;
thence southwesterly 30.56 feet along the arc of a circular curve concave southwesterly having a radius of 39.00 feet through a central angle of 44°-54'-00" and being subtended by a chord which bears South 55°-19'-30" West 29.78 feet;
thence South 32°-52'-30" West 14.00 feet;
thence southerly 40.51 feet along the arc of a circular curve concave easterly having a radius of 39.40 feet through a central angle of 59°-09'-48" and being subtended by a chord which bears South 03°-06'-36" West 38.71 feet;
thence along a non-tangential line South 72°-42'-48" West 112.76 feet to a point on a curve;
thence westerly 12.70 feet along the arc of a circular curve concave easterly having a radius of 199.59 feet through a central angle of 03°-39'-45" and being subtended by a chord which bears North 15°-27'-50" West 12.70 feet;
thence North 13°-38'-27" West 126.03 feet;
thence northerly 13.00 feet along the arc of a circular curve concave westerly having a radius of 1270.00 feet through a central angle of 00°-35'-12" and being subtended by a chord which bears North 13°-56'-03" West 13.00 feet to the Point of Beginning of the parcel herein described;
subject to easements and restrictions of record;
containing 0.55 acres of land more or less;
bearings are based on P.B. 14, pages 118 through 120.

CERTIFICATE:
WE HEREBY CERTIFY to Bennington Group Inc.

that a BOUNDARY SURVEY of phase seven of the Coach Homes of Berkshire Lakes, Unit one, P.B. 14, pages 118-120 Collier County, Florida, was completed under our direction on OCTOBER 16, 1989.

To the best of our knowledge and belief, this SURVEY meets the minimum technical standards set forth by the Florida Board of Land Surveyors, pursuant to Section 472.027, Florida Statues, and Chapter 21HH-6, Florida Administrative Code.

WILSON, MILLER, BARTON, SOLL & PEEK, INC.
Reg. Engineers and Land Surveyors

By: _____
Michael C. LaMure P.L.S. #4247

NOTE: This Certification is only for the lands as described. It is not a certification of title, zoning, easements or freedom of encumbrances. This Certification is not valid unless signed by surveyor and sealed with the surveyor's embossed seal.

ABSTRACT NOT REVIEWED.

THE COACH HOMES OF BERKSHIRE LAKES, A CONDOMINIUM
PLOT PLAN AND SKETCH AND DESCRIPTION OF PHASE SEVEN *BOUNDARY SURVEY*

TRACTS A-1, A-2, & A-3
"BERKSHIRE LAKES UNIT ONE", P.B. 14, pages 118 thru 120
COLLIER COUNTY, FLORIDA

EXHIBIT "C" SHEET 7 OF 33

GENERAL NOTES:
1) ALL IMPROVEMENTS SHOWN HEREON ARE PROPOSED AS OF SEPT. 1988.
2) SEE ATTACHMENTS FOR LEGAL DESCRIPTIONS OF THE CONDOMINIUM PARCELS. RECREATIONAL PARCEL AND INGRESS AND EGRESS EASEMENT.
3) (L.C.E.) = LIMITED COMMON ELEMENT (C.E.) = COMMON ELEMENT
4) DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.
5) ALL CURVES ARE CIRCULAR CURVES AND ALL DIMENSIONS ON CURVES ARE ARC LENGTHS UNLESS NOTED DITHERWISE. "L"= ARC. "CD"= CHORD DISTANCE, "CH"= CHORD, "R"= RADIUS; "Δ"= DELTA
6) U.E. = UTILITY EASEMENT.
7) P.O.C. = POINT OF COMMENCEMENT
8) P.O.B. = POINT OF BEGINNING
9) ELEVATIONS ARE BASED ON NATIONAL GEODETIC VERTICAL DATUM
10) SURVEYS OF INDIVIDUAL PHASES WILL BE COMPLETED WITH ISSUE OF SUBSTANTIAL COMPLETION CERTIFICATES.

● = SET IRON PIN & CAP

REVISED 10-13-89 ADDED FINAL BOUNDARY
FB C-1220 PG 60-64 WO # 6700 KLB

Return to MIDWEST TITLE (CB#
3936 No. Tamiami Trail #A
Naples, FL 33940

WILSON, MILLER, BARTON, SOLL, & PEEK, INC.
ENGINEERS, PLANNERS, & LAND SURVEYORS NAPLES, FLORIDA

FOR: BENNINGTON GROUP, INC.
DATE: NOV. 1988
SCALE: AS SHOWN
DRAWN BY: M.T.
CHECKED: M.C.L.
W.O.#: 6685.2
FILE # 3C-457 SHEET 7 OF 33

PAGE 002386 OR BOOK 01477

SDV/sdv
02/07/89
101-505920

001477 OR BOOK

002387 PAGE

CONSENT OF MORTGAGEE TO AMENDMENT TO DECLARATION OF CONDOMINIUM OF THE COACH HOMES OF BERKSHIRE LAKES, A CONDOMINIUM

WHEREAS, the undersigned ("Mortgagee") is the holder of a Mortgage upon land in Collier County, Florida (the "Mortgage") executed by Bennington Group, Inc., a Florida corporation ("Mortgagor"). The Mortgage is a lien upon that certain tract of land more fully described in the Mortgage ("Mortgaged Property");

WHEREAS, in accordance with the terms of the Declaration of Condominium of The Coach Homes of Berkshire Lakes, A Condominium, as recorded in Official Records Book 1424, Page 126, et seq. (the "Declaration"), and pursuant to Chapter 718, Florida Statutes (the "Condominium Act"), Mortgagor is consenting to the submission of a portion of the Mortgaged Property to the condominium form of ownership by the amendment to Declaration of Condominium of The Coach Homes of Berkshire Lakes, A Condominium for Phase 7 (the "Amendment"), to which this Consent is attached;

NOW, THEREFORE, for good and valuable consideration, Mortgagee agrees and declares as follows:

1. Mortgagee hereby consents to the making, execution and recordation of the Amendment.

2. By consenting to the provisions of the Amendment, Mortgagee does not undertake or assume any of the obligations or responsibilities of the Mortgagor or anyone else under the Declaration, as amended, or the Condominium Act, or any owner of a Condominium Unit.

IN WITNESS WHEREOF, Mortgagee has executed this Consent this 12 day of OCTOBER, 1989.

Signed, sealed and delivered in the presence of:

BARNETT BANK OF NAPLES,

By: James K. Krise
James K. Krise,
Senior Vice President

[CORPORATE SEAL]

STATE OF FLORIDA)
) SS:
COUNTY OF COLLIER)

The foregoing instrument was acknowledged before me this 12th day of OCTOBER, 1989, by James K. Krise, as Senior Vice President of Barnett Bank of Naples, on behalf of the bank.

X Josephine M Smith
Notary Public
State of Florida
My Commission Expires:

Return To MIDWEST TITLE (CB#16011-7-6)
3936 No. Tamiami Trail #A
Naples, FL 33940

COLLIER COUNTY COPY CLERK OF THE CIRCUIT COURT

Recorded and Verified in Official Records of COLLIER COUNTY, FLORIDA JAMES C. GILES, CLERK

19.50

JJW/slk
10/17/88
101-505919

01375979

COLLIER COUNTY

1990 APR 30 AM 7:28

RECORDED

AMENDMENT TO
DECLARATION OF CONDOMINIUM OF
THE COACH HOMES OF BERKSHIRE LAKES, A CONDOMINIUM
FOR PHASE 6

REC 17.00
PRM 2.50
DOC ____
INT ____
IND ____

001524
OR BOOK

WHEREAS, Bennington Group, Inc., a Florida corporation (the "Developer"), filed the Declaration of Condominium of Coach Homes of Berkshire Lakes, A Condominium, recorded in Official Records Book 1424, Page 156, Public Records of Collier County, Florida ("Declaration"); and

WHEREAS, the Developer desires to add Phase 6 to condominium ownership pursuant to the plan of phasing of Coach Homes of Berkshire Lakes, a Condominium;

NOW, THEREFORE, the Developer, as the owner of the property described and shown on the plot plan, survey and graphic description attached hereto and made a part hereof as Exhibit "A" (the "Property"), hereby submits the Property, upon recordation of this Amendment, to condominium ownership under the Declaration.

001470
PAGE

Because of the addition of Phase 6, the percentage share of each unit in the common elements, common expenses and common surplus in the Condominium is 1/24.

IN WITNESS WHEREOF, the Developer has caused these presents to be signed in its name.

Signed, Sealed and delivered in the presence of:

Ann Rooney

Adele F. Kirk

DEVELOPER:

BENNINGTON GROUP, INC., a Florida corporation

By: Edward E. Kirk
Edward E. Kirk,
President

(Corporate Seal)

BENNINGTON GROUP, INC. CORPORATE SEAL 1988 FLORIDA

COLLIER COUNTY COPY CLERK OF THE CIRCUIT COURT

Return to MIDWEST TITLE (CB16011-6-6)
3936 No. Tamiami Trail, #A
Naples, FL 33940

STATE OF FLORIDA)
: ss
COUNTY OF Collier)

The foregoing instrument was acknowledged before me this 3rd day of October, 1989, by Edward E. Kirk, as President of Bennington Group, Inc., a Florida corporation.

Notary Public
State of Florida
My Commission Expires:

Notary Public
State of Florida at Large
My Commission Expires:
July 19, 1993

EXHIBIT "A"

WILSON • MILLER • BARTON • SOLL & PEEK, INC.
ENGINEERS PLANNERS SURVEYORS
1383 AIRPORT-PULLING ROAD NORTH, NAPLES, FLORIDA 33942-8868 (813) 643-4545

001524 OR BOOK 001471 PAGE

SURVEYORS CERTIFICATE

As to Phase Six, of Coach Homes of Berkshire Lakes a Condominium, part of Tracts A-1, A-2 and A-3, Berkshire Lakes Unit One, P.B. 14, pages 118 through 120, Collier County, Florida;

I, MICHAEL C. LAMURE, of Naples, Florida, County of Collier and State of Florida, pursuant to Section 718.104(4)(e), Florida Statutes, hereby certify to the best of our knowledge and belief, as follows;

1. That I am a Professional Land Surveyor authorized to practice in the State of Florida;

2. That this Certificate is made as to Phase Six, of Coach Homes of Berkshire Lakes a Condominium, part of Tracts A-1, A-2 and A-3, Berkshire Lakes Unit One, P.B. 14, pages 118 through 120, Collier County, Florida, and in compliance with Section 718.104(e) Florida Statues;

3. That the applicable sheets of WMBS&P Drawing #4C-597 and sheet 6 3C-457, as revised April 3, 1990, together with the provisions of the declaration relating to matters of survey, constitute a correct representation of the improvements of said Building as they now exist and there can be determined from them the identification, location, dimensions and size of the common elements of said Building;

4. That all planned improvements, including landscaping, utility services and access to said Building have been substantially completed.

COPY
CLERK OF THE CIRCUIT COURT

WILSON, MILLER, BARTON, SOLL & PEEK, INC.
Reg. Engineers and Land Surveyors

BY _____ DATE 4-4-90
Michael C. LaMure, P.L.S. #4247

Not valid unless embossed with the Professional's seal.

STATE OF FLORIDA
COUNTY OF COLLIER

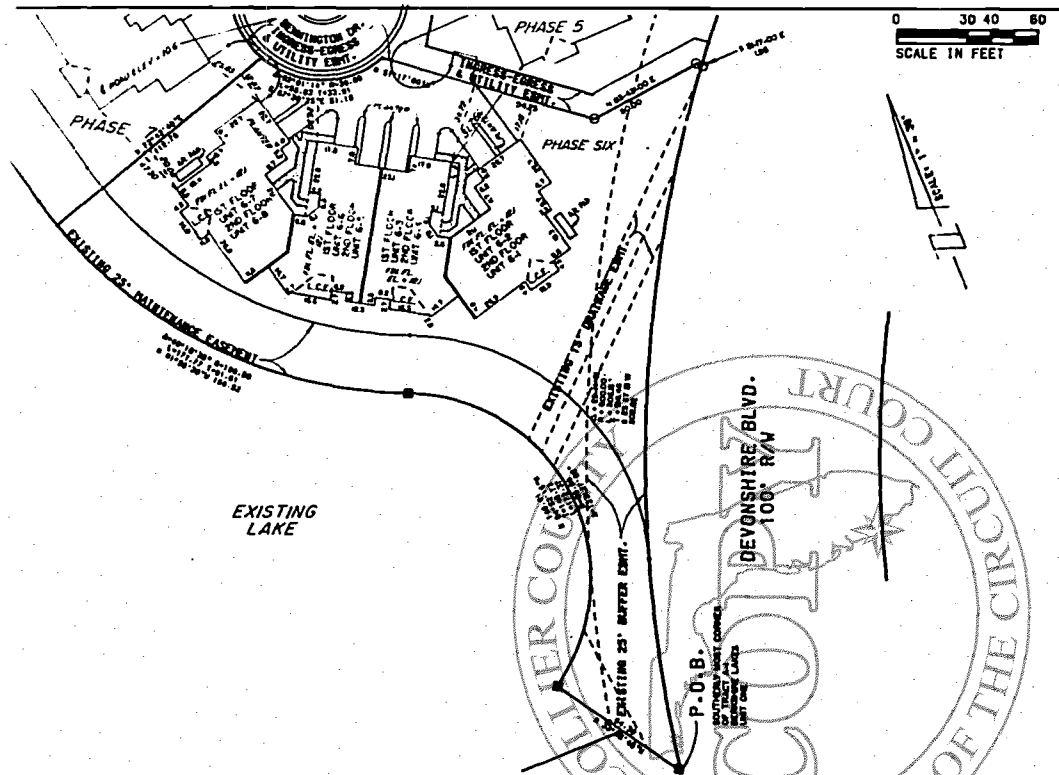
Before me personally appeared MICHAEL C. LAMURE, to me well known and known to me to be the person described in and who executed the foregoing instrument, and acknowledged before me that he executed said instrument for the purpose therein expressed.

My commission expires:

NOTARY PUBLIC, STATE OF FLORIDA.
MY COMMISSION EXPIRES: AUG. 15, 1991.
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

_____
Notary Public

cert 4-3-90
W.O. #6700



CERTIFICATE: BARNETT BANK
WE HEREBY CERTIFY to SOUTHERN GULF WEST CONSTRUCTION INC.
Bennington Group Inc.

that a BOUNDARY SURVEY of phase six of the Coach Homes of Berkshire Lakes, Unit one, P.B. 14, pages 118-120 Collier County, Florida, was completed under our direction on DECEMBER 12, 1989.

To the best of our knowledge and belief, this SURVEY meets the minimum technical standards set forth by the Florida Board of Land Surveyors, pursuant to Section 472.027, Florida Statues, and Chapter 21HH-6, Florida Administrative Code.

WILSON, MILLER, BARTON, SOLL & PEEK, INC.
Reg. Engineers and Land Surveyors

By: Michael C. LaMure P.L.S. #4247

NOTE: This Certification is only for the lands as described. It is not a certification of title, zoning, easements or freedom of encumbrances. This Certification is not valid unless signed by surveyor and sealed with the surveyor's embossed seal.

ABSTRACT NOT REVIEWED.

REVISED 3-30-90 ADDED FINAL BOUNDARY
FB C-4, -G 52-61 WO # 6700 KLB

THE COACH HOMES OF BERKSHIRE LAKES, A CONDOMINIUM PLOT PLAN AND BOUNDARY SURVEY OF PHASE SIX

GENERAL NOTES:
1) ALL IMPROVEMENTS SHOWN HEREON ARE PROPOSED AS OF SEPT. 1988.
2) SEE ATTACHMENTS FOR LEGAL DESCRIPTIONS OF THE CONDOMINIUM PARCELS, RECREATIONAL PARCEL AND INGRESS AND EGRESS EASEMENT.
3) (L.C.E.) = LIMITED COMMON ELEMENT (C.E.) = COMMON ELEMENT
4) DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.
5) ALL CURVES ARE CIRCULAR CURVES AND ALL DIMENSIONS ON CURVES ARE ARC LENGTHS UNLESS NOTED OTHERWISE. "L"= ARC, "CD"= CHORD DISTANCE, "CH"= CHORD, "R"= RADIUS; "Δ"= DELTA
6) U.E. = UTILITY EASEMENT.
7) P.O.C. = POINT OF COMMENCEMENT
8) P.O.B. = POINT OF BEGINNING
9) ELEVATIONS ARE BASED ON NATIONAL GEODETIC VERTICAL DATUM
10) SURVEYS OF INDIVIDUAL PHASES WILL BE COMPLETED WITH ISSUE OF SUBSTANTIAL COMPLETION CERTIFICATES.
11) ○ = SET IRON PIN & CAP STAMPED F-043
12) ■ = FOUND CONCRETE MONUMENT

TRACTS A-1, A-2, & A-3
"BERKSHIRE LAKES UNIT ONE", P.B. 14, pages 118 thru 120
COLLIER COUNTY, FLORIDA

EXHIBIT "A" SHEET 6 OF 33

WILSON, MILLER, BARTON, SOLL, & PEEK, INC.
ENGINEERS, PLANNERS, & LAND SURVEYORS NAPLES, FLORIDA

FOR: BENNINGTON GROUP, INC.
DATE: NOV. 1988
SCALE: AS SHOWN
DRAWN BY: M.T.
CHECKED: M.C.L.
W.O.#: 6685.2
FILE # 3C-457 SHEET 6 OF 33

COLLIER COUNTY COURT CLERK OF THE CIRCUIT COURT

REPORTER'S MYMO: Legibility of writing, typing or printing unsatisfactory in this document when received.

SDV/sdv
02/07/89
101-505920

001524 OR BOOK 001473 PAGE

CONSENT OF MORTGAGEE TO AMENDMENT
TO DECLARATION OF CONDOMINIUM OF
THE COACH HOMES OF BERKSHIRE LAKES, A CONDOMINIUM

WHEREAS, the undersigned ("Mortgagee") is the holder of a Mortgage upon land in Collier County, Florida (the "Mortgage") executed by Bennington Group, Inc., a Florida corporation ("Mortgagor"). The Mortgage is a lien upon that certain tract of land more fully described in the Mortgage ("Mortgaged Property");

WHEREAS, in accordance with the terms of the Declaration of Condominium of The Coach Homes of Berkshire Lakes, A Condominium, as recorded in Official Records Book 1424, Page 156, et seq. (the "Declaration"), and pursuant to Chapter 718, Florida Statutes (the "Condominium Act"), Mortgagor is consenting to the submission of a portion of the Mortgaged Property to the condominium form of ownership by the amendment to Declaration of Condominium of The Coach Homes of Berkshire Lakes, A Condominium for Phase 6 (the "Amendment"), to which this Consent is attached;

NOW, THEREFORE, for good and valuable consideration, Mortgagee agrees and declares as follows:

1. Mortgagee hereby consents to the making, execution and recordation of the Amendment.

2. By consenting to the provisions of the Amendment, Mortgagee does not undertake or assume any of the obligations or responsibilities of the Mortgagor or anyone else under the Declaration, as amended, or the Condominium Act, or any owner of a Condominium Unit.

IN WITNESS WHEREOF, Mortgagee has executed this Consent this 16 day of April, 1990.

Signed, sealed and delivered in the presence of:

BARNETT BANK OF NAPLES,

By: _____
Christopher C. Houtchens
Senior Vice President

[CORPORATE SEAL]

STATE OF FLORIDA)
) SS:
COUNTY OF COLLIER)

The foregoing instrument was acknowledged before me this 16th day of April, 1990, by Christopher C. Houtchens, Senior Vice President of Barnett Bank of Naples, on behalf of the bank.

_____
Notary Public
State of Florida
My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. OCT.26,1991
BONDED THRU GENERAL INS. U.D.

Recorded and Verified
in Official Records of
COLLIER COUNTY, FLORIDA
JAMES C. GILES, CLERK

COLLIER COUNTY COPY CLERK OF THE CIRCUIT COURT

01416462
COLLIER COUNTY

1990 SEP 18 PM 2:07
RECORDED

001559
OR BOOK

001627
PAGE

REC 12.00
PRM 2.50
DOC
INT
IND

AMENDMENT TO
DECLARATION OF CONDOMINIUM OF
THE COACH HOMES OF BERKSHIRE LAKES, A CONDOMINIUM
FOR RECREATIONAL PHASE

WHEREAS, Bennington Group, Inc., a Florida corporation (the "Developer"), filed the Declaration of Condominium of Coach Homes of Berkshire Lakes, a Condominium, recorded in Official Records Book 1424, Page 156, Public Records of Collier County, Florida ("Declaration"); and

WHEREAS, the Developer desires to add the recreational phase to condominium ownership pursuant to the plan of phasing of Coach Homes of Berkshire Lakes, a Condominium.

WHEREAS, since the addition of the Recreational Phase will not effect the number of condominium units, the percentage share of each unit in the common elements, common expenses and common surplus of the condominium will remain the same.

NOW, THEREFORE, the Developer, as the owner of the property described and shown on the final survey attached hereto and made a part hereof as Exhibit "A" (the "Property") hereby submits the Property, upon recordation of this Amendment, to condominium ownership under the Declaration.

IN WITNESS WHEREOF, the Developer has caused these presents to be signed in its name.

Signed, sealed and delivered in the presence of:

DEVELOPER:

BENNINGTON GROUP, INC., a Florida corporation

By: _____
Edward E. Kirk, President

(Corporate Seal)

STATE OF FLORIDA)
)SS:.
COUNTY OF COLLIER)

The foregoing instrument was acknowledged before me this 30th day of April, 1990, by Edward E. Kirk, as President of Bennington Group, Inc., a Florida corporation.

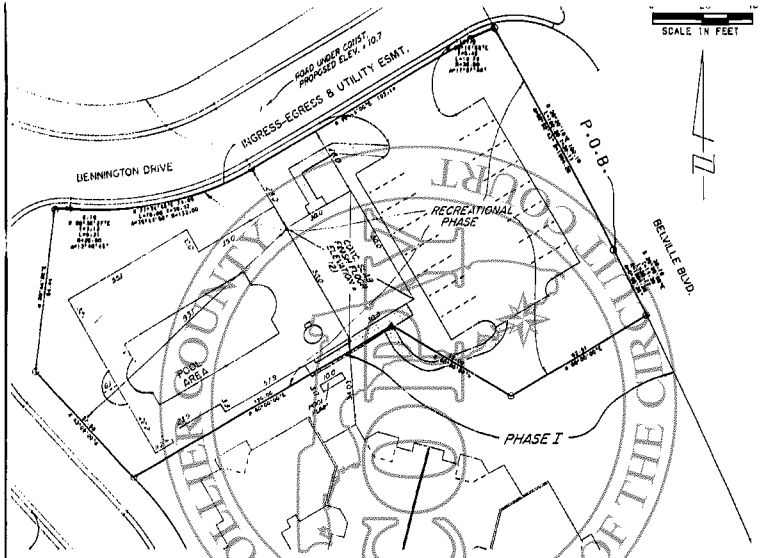
_____
Notary Public
State of Florida
My Commission Expires:

Notary Public
State Of Florida at Large
My Commission Expires:
July 19, 1993

04/26/90:Benningt\001\Amend.101

MIDWEST TITLE

OR BOOK 001559 PAGE 001628



SCALE IN FEET

Description of Recreational Phase of Part of Tracts A-1 and A-2 of Berkshire Lakes Unit I (P.B. 14, pages 118-120) Collier County, Florida

All that part of Tracts A-1 and A-2 of Berkshire Lakes Unit I (P.B. 14, pages 118-120) Collier County, Florida, being more particularly described as follows:

Beginning at the northeast corner of said Tract A-1;
thence southeasterly 28.78 feet along the arc of a circular curve concave to the southwest, having a radius of 1496.28 feet, through a central angle of 01°06'-14" and being subtended by a chord which bears South 26°-29'-05" East 28.78 feet to the north line of Phase II
thence leaving said curve South 60°-00'-00" West 63.91 feet;
thence North 26°-00'-00" West 15.00 feet;
thence South 60°-00'-00" West 100.00 feet;
thence North 63°-00'-00" West 51.65 feet;
thence North 06°-41'-00" East 81.44 feet to a point on a curve;
thence northeasterly 9.21 feet along the arc of a non-tangential circular curve concave to the southeast having a radius of 36.00 feet through a central angle of 13°-08'-45" and being subtended by a chord which bears North 88°-34'-21" East 9.18 feet to a point of reverse curvature;
thence northeasterly 76.08 feet along the arc of a circular curve concave to the northwest having a radius of 122.00 feet through a central angle of 35°-43'-58" and being subtended by a chord which bears North 71°-05'-58" East 74.84 feet;
thence North 53°-43'-00" East 102.14 feet;
thence northeasterly 10.14 feet along the arc of a circular curve concave to the southeast having a radius of 36.00 feet through a central angle of 17°-01'-45" and being subtended by a chord which bears North 62°-14'-45" East 10.72 feet;
thence southeasterly 100.28 feet along the arc of a non-tangential circular curve concave to the southeast having a radius of 1496.28 feet through a central angle of 3°-50'-43" and being subtended by a chord which bears South 38°-20'-18" East 100.16 feet to the Point of Beginning of the parcel herein described;

subject to easements and restrictions of records;
containing 0.57 acres of land more or less;
bearings are based on (P.B. 14, pages 118-120) Collier County Public Records, Collier County, Florida.

CERTIFICATE:

WE HEREBY CERTIFY TO: Barnett Bank
Attorneys Title Insurance Co.
Dennington Group, Inc.

that a BOUNDARY SURVEY of the recreational phase described hereon in part of Tract A-1 and A-2 of Berkshire Lakes Unit I, P.B. 14, pages 118-120, Collier County, Florida, was completed under our direction on April 9, 1998.

This BOUNDARY SURVEY meets the minimum technical standards set forth by the Florida Board of Land Surveyors, pursuant to Section 472.027 Florida Statutes, and Chapter 21HH-6, Florida Administrative Code. We other person or entity may rely upon this survey.

WILSON, MILLER, BARTON & PEEK, INC.
Eng., Engineers and Land Surveyors
[38] Airport Road North (813)[illegible]
Naples, Florida 33963

By: _____
Michael G. Lahiere, Professional Land Surveyor #4[illegible]

NOTE: This Certification is only for the items as described. It is not a certification of title, zoning, easements or freedom of encumbrances. This Certification is not valid unless signed by the surveyor and sealed with the surveyor's embossed seal.

ABSTRACT NOT REVIEWED

REVISED 10/26/88 ADDED RECORD SURVEY P.B. C-1220 PG. 22 W.O. #6698.2 LMT
REVISED 4-8-90 UPDATED FINAL BOUNDARY P.B. C-1149 PG. 63-67 WO # 6700 KCP

THE COACH HOMES OF BERKSHIRE LAKES, A CONDOMINIUM
PLOT PLAN AND SURVEY
RECREATIONAL PHASE

GENERAL NOTES:
1) ALL IMPROVEMENTS SHOWN HEREON ARE PROPOSED AS OF SEPT. 1988.
2) SEE ATTACHMENTS FOR LEGAL DESCRIPTIONS OF THE CONDOMINIUM PARCELS, RECREATIONAL PARCEL AND INGRESS AND EGRESS EASEMENT.
3) (L.C.E.) = LIMITED COMMON ELEMENT (C.E.) = COMMON ELEMENT
4) DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.
5) ALL CURVES ARE CIRCULAR CURVES AND ALL DIMENSIONS ON CURVES ARE ARC LENGTHS UNLESS NOTED OTHERWISE. "L"= ARC, "CD"= CHORD DISTANCE, "CH"= CHORD, "R"= RADIUS, "△"= DELTA
6) U.E. = UTILITY EASEMENT.
7) P.O.C. = POINT OF COMMENCEMENT
8) P.O.B. = POINT OF BEGINNING
9) ELEVATIONS ARE BASED ON NATIONAL GEODETIC VERTICAL DATUM
10) SURVEYS OF INDIVIDUAL PHASES WILL BE COMPLETED WITH ISSUE OF SUBSTANTIAL COMPLETION CERTIFICATE.
11) ○ = SET IRON PIN & CAP STAMPED P.C.P.L.S.
12) △ = SET DRILL HOLE

TRACTS A-1, A-2, & A-3
"BERKSHIRE LAKES UNIT ONE", P.B. 14, pages 118 thru 120
COLLIER COUNTY, FLORIDA

EXHIBIT "C" SHEET 1 OF 33

WILSON, MILLER, BARTON, SOLL, & PEEK, INC.
ENGINEERS, PLANNERS, & LAND SURVEYORS NAPLES, FLORIDA

FOR: DENNINGTON GROUP, INC.
DATE: OCT. 1988
SCALE: AS SHOWN
DRAWN BY: M.T.
CHECKED: M-C-L.
W.O.#: 6685.2
FILE # 3C-457 SHEET 1 OF 33

COLLIER COUNTY CLERK OF THE CIRCUIT COURT

[redacted]

001559 OR BOOK

001629 PAGE

CONSENT OF MORTGAGEE TO AMENDMENT TO DECLARATION OF CONDOMINIUM OF THE COACH HOMES OF BERKSHIRE LAKES, A CONDOMINIUM

WHEREAS, the undersigned ("Mortgagee") is the holder of a Mortgage upon land in Collier County, Florida (the "Mortgage") executed by Bennington Group, Inc., a Florida corporation ("Mortgagor"). The Mortgage is a lien upon that certain tract of land more fully described in the Mortgage ("Mortgaged Property");

WHEREAS, in accordance with the terms of the Declaration of Condominium of The Coach Homes of Berkshire Lakes, a Condominium, as recorded in Official Records Book 1424, Page 156, et seq. (the "Declaration"), and pursuant to Chapter 718, Florida Statutes (the "Condominium Act"), Mortgagor is consenting to the submission of a portion of the Mortgaged Property to the condominium form of ownership of the Amendment to Declaration of Condominium of The Coach Homes of Berkshire Lakes, a Condominium for the Recreational Phase (the "Amendment"), to which this Consent is attached;

NOW, THEREFORE, for good and valuable consideration, Mortgagee agrees and declares as follows:

1. Mortgagee hereby consents to the making, execution and recordation of the Amendment.

2. By consenting to the provisions of the Amendment, Mortgagee does not undertake or assume any of the obligations or responsibilities of the Mortgagor or anyone else under the Declaration, as amended, or the Condominium Act, or any owner of a Condominium Unit.

IN WITNESS WHEREOF, Mortgagee has executed this Consent this 11th day of May, 1990.

Signed, sealed and delivered in the presence of:

Randall J. Wartz

Rebecca B. Corinti

BARNETT BANK OF NAPLES

By: Charles F. Bailey

~~[illegible]~~

Charles F. Bailey, Vice President

(Corporate Seal)

STATE OF FLORIDA)
)SS:.
COUNTY OF COLLIER)

The foregoing instrument was acknowledged before me this 11th ~~day~~ Day of May, 1990, by James K. Krise, as Senior Vice President of Barnett Bank of Naples, on behalf of the bank.

Josephine M Smith

Notary Public
State of Florida
My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. AUG. 16, 1992
BONDED THRU GENERAL INS. UND.

H:\Benningt\001\Consent.101

COLLIER COUNTY COPY CLERK OF THE CIRCUIT COURT

19.50

001559 OR BOOK 001630 PAGE

WILSON • MILLER • BARTON & PEEK, INC.
ENGINEERS PLANNERS SURVEYORS
LANDSCAPE ARCHITECTS ENVIRONMENTAL CONSULTANTS
1383 AIRPORT ROAD NORTH NAPLES, FLORIDA 33942-9386
(813) 643-1545 FAX 813 643-5716

SURVEYORS CERTIFICATE

As tc Recreational Phase, of Coach Homes of Berkshire Lakes a Condominium, part of Tracts A-1, A-2 and A-3, Berkshire Lakes Unit One P.B. 14, pages 118 through 120, Collier County, Florida;

I, MICHAEL C. LAMURE, of Naples, Florida, County of Collier and State of Florida, pursuant to Section 718.104(4)(e), Florida Statutes, hereby certify to the best of our knowledge and belief, as follows;

1. That I am a Professional Land Surveyor authorized to practice in the State of Florida;

2. That this Certificate is made as to the Recreational Phase, of Coach Homes of Berkshire Lakes a Condominium, part of Tracts A-1, A-2 and A-3, Berkshire Lakes Unit One, P.B. 14, pages 118 through 120, Collier County, Florida, and in compliance with Section 718.104(e) Florida Statues;

3. That the applicable sheets of WMBS&P Drawing sheet 1, 3C-457, as revised April 9, 1990, together with the provisions of the declaration relating to matters of survey, constitute a correct representation of the improvements of said Recreational Phase as they now exist and there can be determined from them the identification, location, dimensions and size of the common elements of said Recreational Phase;

4. That all planned improvements, including landscaping, utility services and access to said Recreational Phase have been substantially completed.

WILSON, MILLER, BARTON, SOLL & PEEK, INC.
Reg. Engineers and Land Surveyors

BY: _____ DATE 4-12-90
Michael C. LaMure, P.L.S. #4247

Not valid unless embossed with the Professional's seal.

STATE OF FLORIDA
COUNTY OF COLLIER

Before me personally appeared MICHAEL C. LAMURE, to me well known and known to me to be the person described in and who executed the foregoing instrument, and acknowledged before me that he executed said instrument for the purpose therein expressed.

My commission expires:

NOTARY PUBLIC, STATE OF FLORIDA
MY COMMISSION EXPIRES AUG. 15, 1991
BONDED THRU NOTARY PUBLIC UNDERWRITERS

_____
Notary Public

surv cert 4-12-90
W.O. #6700

Return To MIDWEST TITLE (CB#/6011-M)
3936 No. Tamiami Trail #A
Naples, FL 33940

Recorded and Verified
In Official Records of
COLLIER COUNTY, FLORIDA
JAMES C. GILES, CLERK

RAYMOND A. MILLER PE • WILLIAM E. BARTON PE • THOMAS R. PEEK PE, PLS • WILBUR H. CHRISTIANSEN PLS • CLIFFORD H. SCHNEIDER PE
ALAN D. REYNOLDS AICP • ARLEN D. WHITE AICP • GARY L. DANCA CPA • FERMIN A. DIAZ PE • JOHN E. BOUTWELL PLS
THOMAS R. NICHOLS PE • STEVEN J. GLADEN CBC • BENJAMIN C. PRATT PE, PLS • PAUL H. DUKAS PLS • JAMES L. McGEE ELPHD

JJW/slk
10/17/88
101-505919

01419298
COLLIER COUNTY

1990 SEP 28 PM 3:41
RECORDED

R

$15.00

AMENDMENT TO
DECLARATION OF CONDOMINIUM OF
THE COACH HOMES OF BERKSHIRE LAKES, A CONDOMINIUM
FOR PHASE EIGHT

LC 13.00
PRM 2.00
DOC
INT
IND

WHEREAS, Bennington Group, Inc., a Florida corporation (the "Developer"), filed the Declaration of Condominium of Coach Homes of Berkshire Lakes, A Condominium, recorded in Official Records Book 1424, Page 156, Public Records of Collier County, Florida ("Declaration"); and

WHEREAS, the Developer desires to add Phase 8 to condominium ownership pursuant to the plan of phasing of Coach Homes of Berkshire Lakes, a Condominium;

NOW, THEREFORE, the Developer, as the owner of the property described and shown on the plot plan, survey and graphic description attached hereto and made a part hereof as Exhibit "A" (the "Property"), hereby submits the Property, upon recordation of this Amendment, to condominium ownership under the Declaration.

Because of the addition of Phase 8, the percentage share of each unit in the common elements, common expenses and common surplus in the Condominium is 1/32

IN WITNESS WHEREOF, the Developer has caused these presents to be signed in its name.

Signed, Sealed and delivered in the presence of:

Shannon D. Ventry
Karen S. Seymour

DEVELOPER:

BENNINGTON GROUP, INC., a Florida corporation

By: Edward E. Kirk
Edward E. Kirk,
President

(Corporate Seal)

STATE OF FLORIDA)
: ss
COUNTY OF COLLIER)

The foregoing instrument was acknowledged before me this 17th day of September, 1990, by Edward E. Kirk, as President of Bennington Group, Inc., a Florida corporation.

Karen S. Seymour
Notary Public
State of Florida
My Commission Expires:

KAREN S. SEYMOUR NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXPIRES DEC. 17, 1992

001562
OR BOOK

000455
PAGE

COLLIER COUNTY COPY CLERK OF THE CIRCUIT COURT

Return to MIDWEST TITLE (DC #16011-M
3936 No. Tamiami Trail, #A
Naples, FL 33940

WILSON • MILLER • BARTON & PEEK, INC.
ENGINEERS PLANNERS SURVEYORS
LANDSCAPE ARCHITECTS ENVIRONMENTAL CONSULTANTS
1363 AIRPORT ROAD NORTH, NAPLES, FLORIDA 33942-9986
(813) 643-4545 FAX (813) 643-5716

OR BOOK 001562 PAGE 000459

SURVEYORS CERTIFICATE

As to Phase Eight, of Coach Homes of Berkshire Lakes a Condominium, part of Tracts A-1, A-2 and A-3, Berkshire Lakes Unit One, P.B. 14, pages 118 through 120, Collier County, Florida;

I, MICHAEL C. LAMURE, of Naples, Florida, County of Collier and State of Florida, hereby certify as follows;

1. That I am a Professional Land Surveyor authorized to practice in the State of Florida;

2. That this Certificate is made as to Phase Eight, of Coach Homes of Berkshire Lakes a Condominium, part of Tracts A-1, A-2 and A-3, Berkshire Lakes Unit One, P.B. 14, pages 118 through 120, Collier County, Florida, and in compliance with Section 718.104(e) Florida Statues;

3. That the applicable sheets of WMBS&P Drawing #4C-597 and sheet 8 of 3C-457, as revised September 11, 1990, together with the provisions of the declaration relating to matters of survey, constitute a correct representation of the improvements of said Building as they now exist and there can be determined from them the identification, location, dimensions and size of the common elements and of said Building;

4. That all planned improvements, including landscaping, utility services and access to said Building have been substantially completed.

WILSON, MILLER, BARTON, SOLL & PEEK, INC.
Reg. Engineers and Land Surveyors

BY Michael C. LaMure DATE 9-17-90
Michael C. LaMure, P.L.S. #4247

Not valid unless embossed with the Professional's seal

STATE OF FLORIDA
COUNTY OF COLLIER

Before me personally appeared MICHAEL C. LAMURE, to me well known and known to me to be the person described in and who executed the foregoing instrument, and acknowledged before me that he executed said instrument for the purpose therein expressed.

My commission expires:
NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. AUG. 6,1994
BONDED THRU GENERAL INS. UND.

Marlene R. Beck
Notary Public

cert 9-11-90

RAYMOND W. MILLER, P.E. • WILLIAM L. BARTON, P.E. • THOMAS R. PEEK, P.E., P.L.S. • WILBUR M. CHRISTIANSEN, P.L.S. • CLIFFORD H. SCHNEIDER, P.E.
ALAN D. REYNOLDS, A.I.C.P. • ARLEN D. WHITE, A.I.C.P. • GARY L. DANCA, C.P.A. • FERMIN A. DIAZ, P.E. • JOHN E. BOUTWELL, P.L.S.
THOMAS R. NICHOLS, P.E. • STEVEN J. GUNDEN, C.S.C. • BENJAMIN C. PRATT, P.E., P.L.S. • PAUL H. DUKAS, P.L.S. • JAMES L. MCGEE, E.I.P.D.

SDV/sdv
02/07/89
101-505920

CONSENT OF MORTGAGEE TO AMENDMENT TO DECLARATION OF CONDOMINIUM OF THE COACH HOMES OF BERKSHIRE LAKES, A CONDOMINIUM

WHEREAS, the undersigned ("Mortgagee") is the holder of a Mortgage upon land in Collier County, Florida (the "Mortgage") executed by Bennington Group, Inc., a Florida corporation ("Mortgagor"). The Mortgage is a lien upon that certain tract of land more fully described in the Mortgage ("Mortgaged Property");

WHEREAS, in accordance with the terms of the Declaration of Condominium of The Coach Homes of Berkshire Lakes, A Condominium, as recorded in Official Records Book 1424, Page 156, et seq. (the "Declaration"), and pursuant to Chapter 718, Florida Statutes (the "Condominium Act"), Mortgagor is consenting to the submission of a portion of the Mortgaged Property to the condominium form of ownership by the amendment to Declaration of Condominium of The Coach Homes of Berkshire Lakes, A Condominium for Phase 8 (the "Amendment"), to which this Consent is attached;

NOW, THEREFORE, for good and valuable consideration, Mortgagee agrees and declares as follows:

1. Mortgagee hereby consents to the making, execution and recordation of the Amendment.

2. By consenting to the provisions of the Amendment, Mortgagee does not undertake or assume any of the obligations or responsibilities of the Mortgagor or anyone else under the Declaration, as amended, or the Condominium Act, or any owner of a Condominium Unit.

IN WITNESS WHEREOF, Mortgagee has executed this Consent this 26TH day of SEPTEMBER, 1990.

Signed, sealed and delivered in the presence of:

Pandy Abbott

Mary M Armstrong

BARNETT BANK OF NAPLES

By: Mary F. Santry
Mary F. Santry
Senior Vice President

(SEAL)

STATE OF FLORIDA)
) SS:
COUNTY OF COLLIER)

The foregoing instrument was acknowledged before me this 26th day of September, 1991, by Mary F. Santry, SVPas Senior Vice President of Barnett Bank of Naples, on behalf of the bank.

Josephine M Smith
Notary Public
State of Florida
My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. AUG. 16,1992
BONDED THRU GENERAL INS. UND.

Recorded and Verified
In Official Records of
COLLIER COUNTY, FLORIDA
JAMES C. GILES, CLERK

OR BOOK 001562
PAGE 000457

COLLIER COUNTY
CLERK OF THE CIRCUIT COURT
COPY

REC 17.00
PRM 250
DOC ____
INT ____
MO ____

AMENDMENT TO DECLARATION OF CONDOMINIUM OF THE COACH HOMES OF BERKSHIRE LAKES, A CONDOMINIUM FOR PHASE 2

WHEREAS, the Declaration of Condominium of Coach Homes of Berkshire Lakes, A Condominium, has been recorded in Official Records Book 1424, Page 156, Public Records of Collier County, Florida ("Declaration"); and

WHEREAS, the successor Developer, DBA Development Corporation, a Florida corporation, desires to add Phase 2 to condominium ownership pursuant to the plan of phasing of Coach of Berkshire Lakes, a condominium;

NOW, THEREFORE, the successor Developer, as the owner of the property described and shown on the plot plan, survey and graphic description attached hereto and made a part hereof as Exhibit "A" (the "Property"), hereby submits the Property, upon recordation of this Amendment, to condominium ownership under the Declaration.

Because of the addition of Phase 2, the percentage share of each unit in the common elements, common expenses and common surplus in the Condominium is 1/40.

IN WITNESS WHEREOF, the Developer has caused these presents to be signed in its name.

Signed, sealed and delivered in the presence of:

DEVELOPER:

DBA DEVELOPMENT CORPORATION, a Florida corporation,

John Paulich III

BY: AVI BARON, ITS PRESIDENT

Patricia LaMure

(corporate seal)

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this 27th day of July, 1992 by Avi Baron, President of DBA Development Corporation, a corporation existing under the laws of the State of Florida, who is personally known by me and who did take an oath.

Patricia LaMure
Notary Public

OFFICIAL NOTARY SEAL
PATRICIA LAMURE
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. CC054078
MY COMMISSION EXP. NOV. 7,1994

COLLIER COUNTY COPY CLERK OF THE CIRCUIT COURT

92 AUG -6 AM 9:46 RECORDED
01614933 COLLIER COUNTY

Paulich, O'Hara, & Slack
3401 Tamiami Trail
Naples, Fl. 33940

WILSON, MILLER, BARTON & PEEK, INC.

Engineers, Planners, Surveyors, Landscape Architects, Environmental Consultants & Construction Managers
Wilson Professional Centre, Suite 200, 3200 Bailey Lane @ Airport Road, Naples, Florida 33962 • (813) 649-4040 Fax (813) 643-5716

CERTIFICATE OF SURVEYOR

As to Phase Two, of Coach Homes of Berkshire Lakes a Condominium, part of Tracts A-1, A-2 and A-3, Berkshire Lakes Unit One, P.B. 14, pages 118 through 120, Collier County, Florida

I, MICHAEL C. LAMURE, of Naples, County of Collier and State of Florida, pursuant to Section 718.104(4)(e), Florida Statutes hereby certify to the best of our knowledge and belief as follows:

1) That I am a Professional Land Surveyor authorized to practice in the State of Florida

2) That this Certificate is made as to Phase Two, Units 2-1 through 2-8, of Coach Homes of Berkshire Lakes a Condominium, part of Tracts A-1, A-2 and A-3, Berkshire Lakes Unit One, P.B. 14, pages 118 through 120, Collier County, Florida, and in compliance with Section 718.104(e) Florida Statutes;

3) That the applicable sheets of WMB&P, INC. Dwg. #4C-597 and sheet 2 3C-457, as revised July 13, 1992, together with the provisions of the declaration relating to matters of survey, constitute a correct representation of the improvements of said Building as they now exist and there can be determined from them the identification, location, dimensions and size of the common elements of said Building;

4) That all planned improvements including landscaping, utility services, and access to said Building have been substantially completed.

WILSON, MILLER, BARTON & PEEK, INC.
Reg. Engineers and Land Surveyors

BY Michael C. LaMure DATE 7/29/92
Michael C. LaMure, P.L.S. #4247

Not valid unless embossed with the Professional's seal.

COLLIER COUNTY CLERK OF THE CIRCUIT COURT COPY

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this 31st day of July, who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

BY Kathryn J. Dykes
Notary Public

KATHRYN J. DYKES
Notary Public, State of Florida
My comm. expires April 26, 1994
Comm. No. CC005801

NOTARY PUBLIC STAMP
WITH SERIAL NUMBER

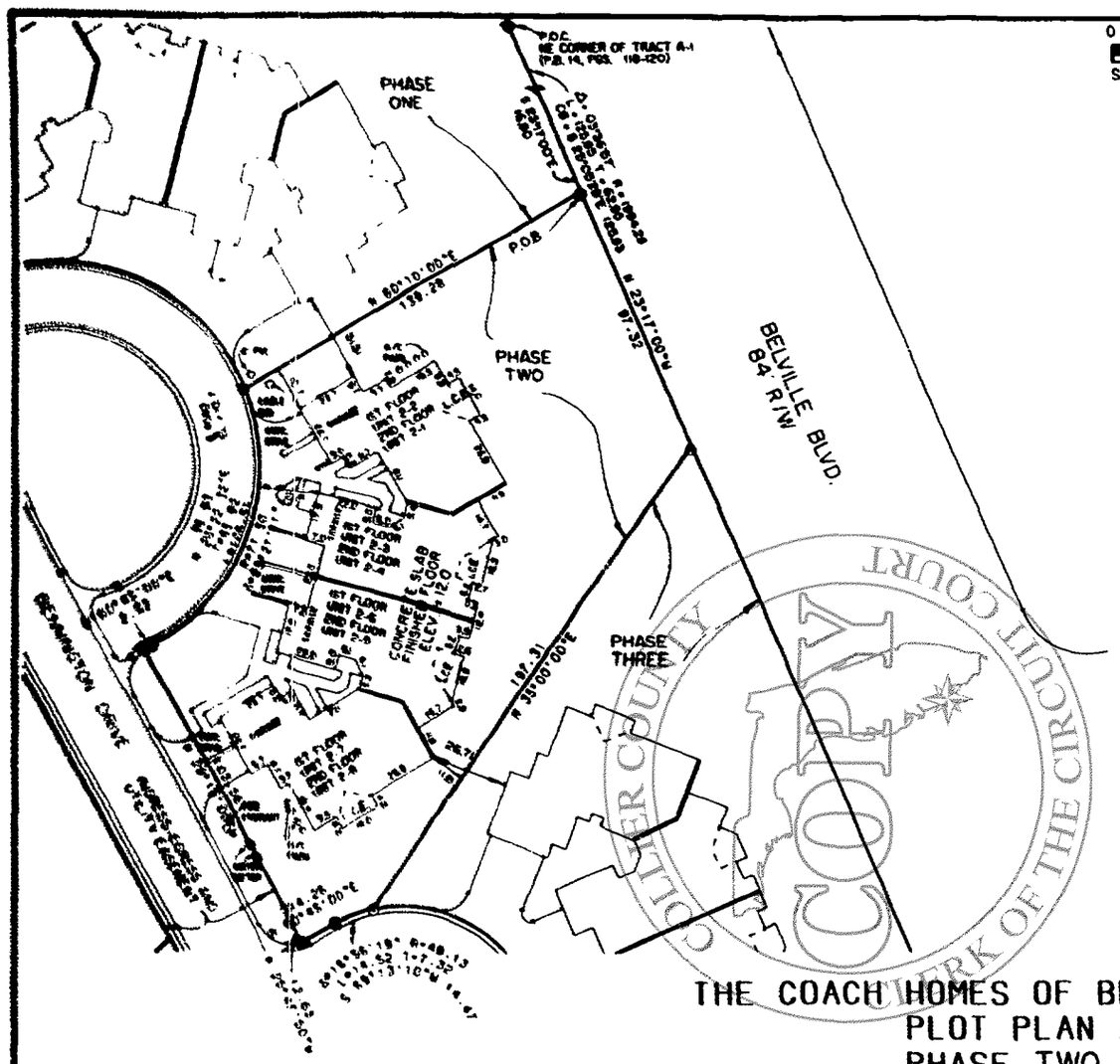
W.O. 13719

OR BOOK 1742 PAGE 000729

7/14/92-01110004.kjd

Naples (813) 649-4040 Fax (813) 643-5716
Fort Myers (813) 939-1020 Fax (813) 939-7479
Sarasota (813) 371-3690 Fax (813) 377-9852
Lakeland (813) 648-1477 Fax (813) 644-0835

1742 OR BOOK 000730 PAGE



0 30 40 60
SCALE IN FEET

SCALE: 1" = 30'

Description of Condo Phase 2 of part of
Tract A-1, A-2 and A-3 of Berkshire Lakes Unit 1
(P.B. 14, pages 118-120)
Collier County, Florida

All that part of Tracts A-1, A-2 and A-3 of Berkshire Lakes Unit 1 (P.B. 14, pages 118-120), Collier County, Florida, being more particularly described as follows:
Commencing at the northeast corner of said Tract A-1;
thence southeasterly 125.85 feet along the arc of a circular curve concave to the southwest having a radius of 1084.20 feet through a central angle of 3°-36'-57" and being subtended by a chord which bears South 25°-05'-29" East 125.83 feet;
thence South 23°-17'-00" East 14.80 feet to the POINT OF BEGINNING of the parcel herein described;
thence South 23°-17'-00" East 97.32 feet;
thence South 35°-00'-00" West 197.31 feet to a point on a curve;
thence southwesterly 14.52 feet along the arc of a non-tangential circular curve concave to the southeast having a radius of 49.13 feet through a central angle of 16°-56'-19" and being subtended by a chord which bears South 69°-13'-10" West 14.47 feet;
thence South 60°-45'-00" West 14.25 feet;
thence North 25°-47'-50" West 12.61 feet;
thence North 29°-15'-00" West 103.56 feet;
thence North 60°-45'-00" East 3.52 feet;
thence northeasterly 106.51 feet along the arc of a circular curve concave to the northwest having a radius of 71.50 feet through a central angle of 85°-21'-11" and being subtended by a chord which bears North 20°-22'-31" East 96.93 feet;
thence along a non-tangential line North 60°-10'-00" East 139.28 feet to the Point of Beginning of the parcel herein described;
subject to easements and restrictions of record;
containing .60 acres more or less.
bearings are based on P.B. 14, pages 118-120.

CERTIFICATE:
WE HEREBY CERTIFY to DBA Development, Inc.

that a BOUNDARY SURVEY of phase Two of The Coach Homes of Berkshire Lakes, being a part of Tracts A-1, A-2 & A-3 of Berkshire Lakes, Unit one, P.B. 14 pages 118-120 Collier County, Florida, was completed under our direction on April 14, 1992.

To the best of our knowledge and belief, this BOUNDARY SURVEY meets the minimum technical standards set forth by the Florida Board of Land Surveyors, pursuant to Section 472.027, Florida Statues, and Chapter 21HH-6, Florida Administrative Code.

WILSON, MILLER, BARTON & PEEK, INC.
Reg. Engineers and Land Surveyors
By: Michael C. LaMure DATE: 7/29/92
Michael C. LaMure P.L.S. #4242

NOTE: This Certification is only for the lands as described. It is not a certification of title, zoning, easements or freedom of encumbrances. This Certification is not valid unless signed by surveyor and sealed with the surveyor's embossed seal.

ABSTRACT NOT REVIEWED.

THE COACH HOMES OF BERKSHIRE LAKES, A CONDOMINIUM
PLOT PLAN AND MAP OF BOUNDARY SURVEY
PHASE TWO

GENERAL NOTES:
1) ALL IMPROVEMENTS SHOWN HEREON ARE PROPOSED AS OF SEPT. 1988.
2) SEE ATTACHMENTS FOR LEGAL DESCRIPTIONS OF THE CONDOMINIUM PARCELS, RECREATIONAL PARCEL AND INGRESS AND EGRESS EASEMENT.
3) (L.C.E.) = LIMITED COMMON ELEMENT (C.E.) = COMMON ELEMENT
4) DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.
5) ALL CURVES ARE CIRCULAR CURVES AND ALL DIMENSIONS ON CURVES ARE ARC LENGTHS UNLESS NOTED OTHERWISE. "L"= ARC. "CD"= CHORD DISTANCE. "CH"= CHORD. "R"= RADIUS; "Δ"= DELTA
6) U.E. = UTILITY EASEMENT.
7) P.O.C. = POINT OF COMMENCEMENT
8) P.O.B. = POINT OF BEGINNING
9) ELEVATIONS ARE BASED ON NATIONAL GEODETIC VERTICAL DATUM
10) SURVEYS OF INDIVIDUAL PHASES WILL BE COMPLETED WITH ISSUE OF SUBSTANTIAL COMPLETION CERTIFICATE.
11) REVISED APRIL 15, 1992 ADDED SLAB SURVEY. (B C-4708, PAGE 65)
12) REVISED JULY 13 1992 ADDED FINAL SURVEY (B C-4708 PG 82-84 WO # 13719 KLB)

● - SET DRILL HOLE IN CURB ○ - SET IRON PIN AND CAP STAMPED LB-43 24" LONG

TRACTS A-1, A-2, & A-3
"BERKSHIRE LAKES UNIT ONE", P.B. 14, pages 118 thru 120
COLLIER COUNTY, FLORIDA

EXHIBIT "C" SHEET 2 OF 33

WILSON, MILLER, BARTON & PEEK, INC.
ENGINEERS, PLANNERS, & LAND SURVEYORS NAPLES, FLORIDA
3200 BAILEY LANE AT AIRPORT ROAD (813) 263-6408

FOR: DBA DEVELOPMENT, INC.
DATE: APRIL 1992
SCALE: AS SHOWN
DRAWN BY: M.T.
CHECKED: M.C.L.
W.O.#: 13719.2
FILE # 3C-457 SHEET 2 OF 33

CONSENT OF MORTGAGEE TO AMENDMENT TO DECLARATION OF CONDOMINIUM OF THE COACH HOMES OF BERKSHIRE LAKES, A CONDOMINIUM

WHEREAS, the undersigned ("Mortgagee") is the holder of a Mortgage upon land in Collier County, Florida (the "Mortgage") executed by DBA Development Corporation, a Florida corporation ("Mortgagor"). The Mortgage is a lien upon that certain tract of land more fully described in the Mortgage ("Mortgaged Property");

WHEREAS, in accordance with the terms of the Declaration of Condominium of The Coach Homes of Berkshire Lakes, A Condominium, as recorded in Official Records Book 1424, Page 156, et seq. (the "Declaration"), and pursuant to Chapter 718, Florida Statutes (the "Condominium Act"), Mortgagor is consenting to the submission of a portion of the Mortgaged Property to the condominium form of ownership by an amendment to the Declaration of Condominium of The Coach Homes of Berkshire Lakes, A Condominium for Phase 2 (the "Amendment"), to which this Consent is attached;

NOW, THEREFORE, for good and valuable consideration, Mortgagee agrees and declares as follows:

1. Mortgagee hereby consents to the making, execution and recordation of the Amendment.

2. By consenting to the provisions of the Amendment, Mortgagee does not undertake or assume any of the obligations or responsibilities of the Mortgagor or anyone else under the Declartion, as amended, or the Condominium Act, or any owner of a Condominium Unit.

IN WITNESS WHEREOF, Mortgagee has executed this Consent the 28th day of July, 1992.

Signed, sealed and delivered in the presence of:

Susan D. Sanborn

Josephine M. Smith

BARNETT BANK OF NAPLES

BY: Christopher C. Houtchens
TITLE: Senior Vice President

(seal)

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this 28th **day of** July, **1992 by** Christopher C. Houtchens, **as** Senior Vice President **of Barnett Bank of Naples, on behalf of the bank, and is personally known by me and did take an oath.**

Notary Public
Susan Kitts

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. OCT. 26,1995
BONDED THRU GENERAL INS. UND.

My Commission Expires:

Comm. #: CC151366

Recorded and Verified
in Official Records of
COLLIER COUNTY, FLORIDA
JAMES C. GILES, C.

OR BOOK 1742 PAGE 000731

COPY
COLLIER COUNTY
CLERK OF THE CIRCUIT COURT

01620079

92 AUG 26 AM 10 51

COLLIER COUNTY

RECORDED

REC 1700
PRM 260
DOC
INT
IND

AMENDMENT TO DECLARATION OF CONDOMINIUM OF THE COACH HOMES OF BERKSHIRE LAKES, A CONDOMINIUM FOR PHASE 3

WHEREAS, the Declaration of Condominium of Coach Homes of Berkshire Lakes, A Condominium, has been recorded in Official Records Book 1424, Page 156, Public Records of Collier County, Florida ("Declaration"); and

WHEREAS, the successor Developer, DBA Development Corporation, a Florida corporation, desires to add Phase 3 to condominium ownership pursuant to the plan of phasing of Coach of Berkshire Lakes, a condominium;

NOW, THEREFORE, the successor Developer, as the owner of the property described and shown on the plot plan, survey and graphic description attached hereto and made a part hereof as Exhibit "A" (the "Property"), hereby submits the Property, upon recordation of this Amendment, to condominium ownership under the Declaration.

Because of the addition of Phase 3, the percentage share of each unit in the common elements, common expenses and common surplus in the Condominium is 1/48.

IN WITNESS WHEREOF, the Developer has caused these presents to be signed in its name.

Signed, sealed and delivered in the presence of:

Kelly Cooke

Patricia LaMure

DEVELOPER:

DBA DEVELOPMENT CORPORATION, a Florida corporation,

BY: AVI BARON, ITS PRESIDENT

(corporate seal)

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this 20th day of August, 1992 by Avi Baron, President of DBA Development Corporation, a corporation existing under the laws of the State of Florida, who is personally known by me and who did take an oath.

Patricia LaMure
Notary Public

OFFICIAL NOTARY SEAL
PATRICIA LAMURE
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. CC054078
MY COMMISSION EXP. NOV. 7,1994

OR BOOK 1747 PAGE 0260

Paulich, O'Hara & Slack, P.A.
3401 TAMIAMI TRAIL N., SUITE 207
NAPLES, FL 33940

COLLIER COUNTY CLERK OF THE CIRCUIT COURT COPY

WILSON, MILLER, BARTON & PEEK, INC.

Engineers, Planners, Surveyors, Landscape Architects, Environmental Consultants & Construction Managers

Wilson Professional Center, Suite 200, 3200 Bailey Lane at Airport Road, Naples, Florida 33942 • (813) 649-4040 Fax (813) 643-5716

CERTIFICATE OF SURVEYOR

As to Phase Three, of Coach Homes of Berkshire Lakes a Condominium, part of Tracts A-1, A-2 and A-3, Berkshire Lakes Unit One, P.B. 14, pages 118 through 120, Collier County, Florida

I, MICHAEL C. LAMURE, of Naples, County of Collier and State of Florida, pursuant to Section 718.104(4)(e), Florida Statutes hereby certify to the best of our knowledge and belief as follows:

1) That I am a Professional Land Surveyor authorized to practice in the State of Florida

2) That this Certificate is made as to Phase Three, Units 3-1 through 3-8, of Coach Homes of Berkshire Lakes a Condominium, part of Tracts A-1, A-2 and A-3, Berkshire Lakes Unit One, P.B. 14, pages 118 through 120, Collier County, Florida, and in compliance with Section 718.104(e) Florida Statutes;

3) That the applicable sheets of WMB&P, INC. Dwg. #4C-597 and sheet 3 3C-457, as revised July 30, 1992, together with the provisions of the declaration relating to matters of survey, constitute a correct representation of the improvements of said Building as they now exist and there can be determined from them the identification, location, dimensions and size of the common elements of said Building;

4) That all planned improvements including landscaping, utility services, and access to said Building have been substantially completed.

WILSON, MILLER, BARTON & PEEK, INC.
Reg. Engineers and Land Surveyors

BY Michael C LaMure DATE 8-7-92
Michael C. LaMure, P.L.S. #4247

Not valid unless embossed with the Professional's seal.

COLLIER COUNTY
COPY
CLERK OF THE CIRCUIT COURT

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this 7th day of August, 1992, MICHAEL C. .LAMURE, who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

KATHRYN J. DYKES
Notary Public, State of Florida
Comm. expires April 26, 1994
Comm. No. CC005801

BY Kathryn J. Dykes
Notary Public

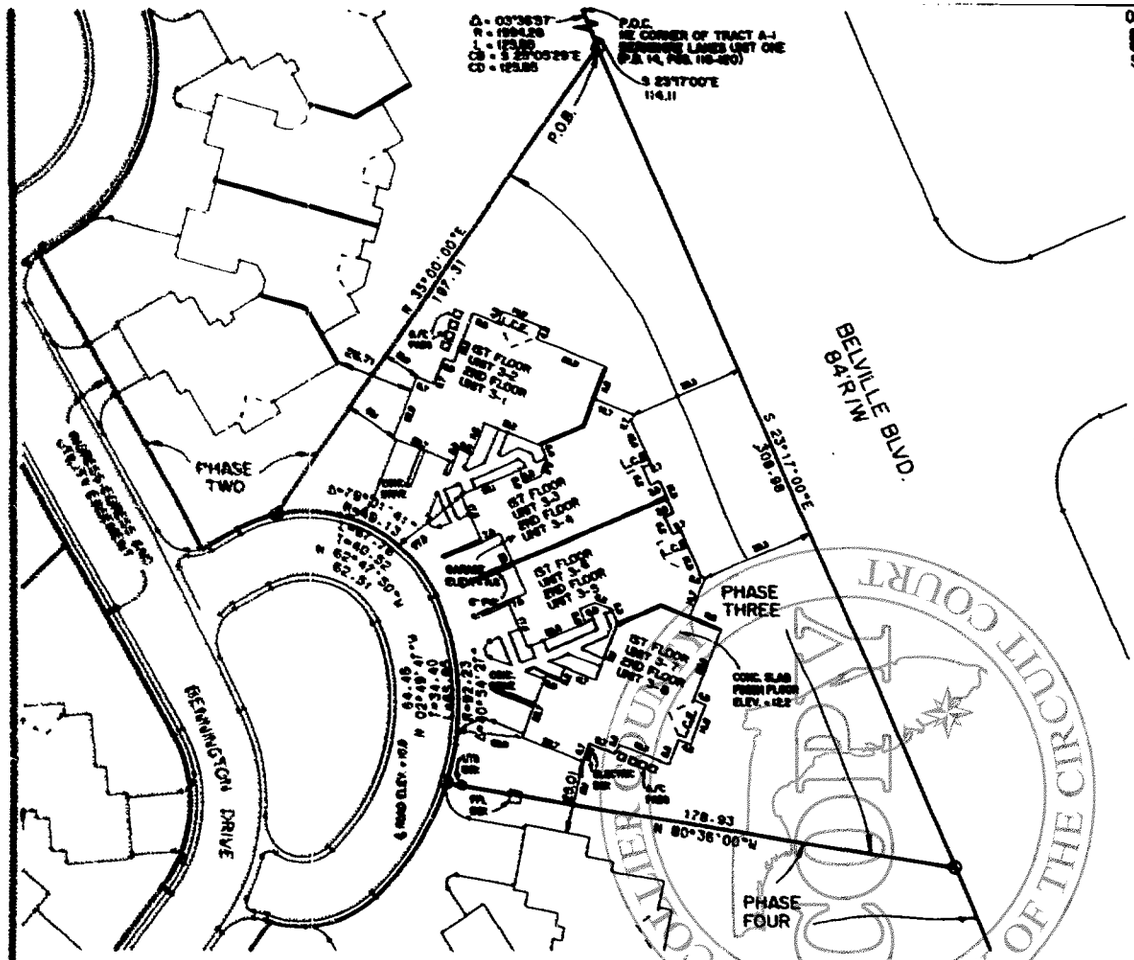
NOTARY PUBLIC STAMP
WITH SERIAL NUMBER

W.O. 13719

OR BOOK 1747
PAGE 0002611

Naples (813) 649-4040 Fax (813) 643-5716
Fort Myers (813) 939-1020 Fax (813) 939-7479
Sarasota (813) 371-3690 Fax (813) 377-9852
Lakeland (813) 648-1477 Fax (813) 644-0835

OR 90 1747 PAGE 00262



Description of Condo Phase 3 of part of
Tract A-1, A-2 and A-3 of Berkshire Lakes Unit 1
(P.B. 14, pages 118-120)
Collier County, Florida

All that part of Tracts A-1, A-2 and A-3 of Berkshire Lakes Unit 1 (P.B. 14, pages 118-120), Collier County, Florida, being more particularly described as follows:
Commencing at the northeast corner of said Tract A-1;
thence southeasterly 125.85 feet along the arc of a circular curve concave to the southwest having a radius of 1994.26 feet through a central angle of 3°-36'-37" and being subtended by a chord which bears South 25°-05'-29" East 125.83 feet;
thence South 23°-17'-00" East 114.11 feet to the POINT OF BEGINNING of the parcel herein described;
thence South 23°-17'-00" East 308.98 feet;
thence North 66°-36'-00" West 178.93 feet to a point on a curve;
thence northwesterly 65.85 feet along the arc of a non-tangential circular curve concave to the northeast having a radius of 93.23 feet through a central angle of 40°-54'-37" and being subtended by a chord which bears North 3°-49'-47" West 64.48 feet to a point of compound curvature;
thence northeasterly 87.78 feet along the arc of a circular curve concave to the southeast having a radius of 69.13 feet through a central angle of 79°-01'-41" and being subtended by a chord which bears North 62°-47'-59" West 62.51 feet;
thence along a non-tangential line North 35°-00'-00" East 197.31 feet to the Point of Beginning of the parcel herein described;
subject to easements and restrictions of record;
containing .71 acres more or less;
bearings are based on P.B. 14, pages 118-120.

CERTIFICATE: DBA Development Inc.
WE HEREBY CERTIFY to

that a BOUNDARY SURVEY of phase Three of the Coach Homes of Berkshire Lakes, being a part of tracts A-1, A-2 & A-3 of Berkshire Lakes, Unit one, P.B. 14 pages 118-120 Collier County, Florida, was completed under our direction on April 28, 1992.

To the best of our knowledge and belief, this BOUNDARY SURVEY meets the minimum technical standards set forth by the Florida Board of Land Surveyors, pursuant to Section 472.027, Florida Statues, and Chapter 21HH-6, Florida Administrative Code.

WILSON, MILLER, BARTON & PEEK, INC.
Reg. Engineers and Land Surveyors
By: Michael C. LaMore DATE: 4/29/92
Michael C. LaMore P.L.S. #4247

NOTE: This Certification is only for the lands as described. It is not a certification of title, zoning, easements or freedom of encumbrances. This Certification is not valid unless signed by surveyor and sealed with the surveyor's embossed seal.

ABSTRACT NOT REVIEWED.

THE COACH HOMES OF BERKSHIRE LAKES, A CONDOMINIUM
PLOT PLAN AND MAP OF BOUNDARY SURVEY
PHASE THREE

GENERAL NOTES:
1) ALL IMPROVEMENTS SHOWN HEREON ARE PROPOSED AS OF SEPT. 1988.
2) SEE ATTACHMENTS FOR LEGAL DESCRIPTIONS OF THE CONDOMINIUM PARCELS, RECREATIONAL PARCEL AND INGRESS AND EGRESS EASEMENT.
3) (L.C.E.) = LIMITED COMMON ELEMENT (C.E.) = COMMON ELEMENT
4) DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.
5) ALL CURVES ARE CIRCULAR CURVES AND ALL DIMENSIONS ON CURVES ARE ARC LENGTHS UNLESS NOTED OTHERWISE. "L"= ARC. "CD"= CHORD DISTANCE. "CH"= CHORD. "R"= RADIUS, "Δ"= DELTA
6) U.E. = UTILITY EASEMENT.
7) P.O.C. = POINT OF COMMENCEMENT
8) P.O.B. = POINT OF BEGINNING
9) ELEVATIONS ARE BASED ON NATIONAL GEODETIC VERTICAL DATUM
10) SURVEYS OF INDIVIDUAL PHASES WILL BE COMPLETED WITH ISSUE OF SUBSTANTIAL COMPLETION CERTIFICATES.
11) REVISED APRIL 28, 1992 ADDED SLAB SURVEY
12) [illegible]
○ RECOVERED IRON PIN AND CAP STAMPED LB-43

TRACTS A-1, A-2, & A-3
"BERKSHIRE LAKES UNIT ONE", P.B. 14, pages 118 thru 120
COLLIER COUNTY, FLORIDA

EXHIBIT "C" SHEET 3 OF 33

WILSON, MILLER, BARTON & PEEK, INC.
ENGINEERS, PLANNERS, & LAND SURVEYORS NAPLES, FLORIDA
3200 BAILEY LANE AT AIRPORT ROAD (813) 263-6408

FOR: DBA DEVELOPMENT INC.
DATE: APRIL 1992
SCALE: AS SHOWN
DRAWN BY: M.T.
CHECKED: M.C.L.
W.O.#: 13782.2
FILE # 3C-457 SHEET 3 OF 33

COACH PHASE THREE PLOT PLAN - 1992 0:04:37p BRITO 10000 12-Dec-00 10:07 AM / 00000-1000

CONSENT OF MORTGAGEE TO AMENDMENT TO DECLARATION OF CONDOMINIUM OF THE COACH HOMES OF BERKSHIRE LAKES, A CONDOMINIUM

WHEREAS, the undersigned ("Mortgagee") is the holder of a Mortgage upon land in Collier County, Florida (the "Mortgage") executed by DBA Development Corporation, a Florida corporation ("Mortgagor"). The Mortgage is a lien upon that certain tract of land more fully described in the Mortgage ("Mortgaged Property");

WHEREAS, in accordance with the terms of the Declaration of Condominium of The Coach Homes of Berkshire Lakes, A Condominium, as recorded in Official Records Book 1424, Page 156, et seq. (the "Declaration"), and pursuant to Chapter 718, Florida Statutes (the "Condominium Act"), Mortgagor is consenting to the submission of a portion of the Mortgaged Property to the condominium form of ownership by an amendment to the Declaration of Condominium of The Coach Homes of Berkshire Lakes, A Condominium for Phase 3 (the "Amendment"), to which this Consent is attached;

NOW, THEREFORE, for good and valuable consideration, Mortgagee agrees and declares as follows:

1. Mortgagee hereby consents to the making, execution and recordation of the Amendment.

2. By consenting to the provisions of the Amendment, Mortgagee does not undertake or assume any of the obligations or responsibilities of the Mortgagor or anyone else under the Declartion, as amended, or the Condominium Act, or any owner of a Condominium Unit.

IN WITNESS WHEREOF, Mortgagee has executed this Consent the 17th day of AUGUST, 1992.

Signed, sealed and delivered in the presence of:

Susan D Sunborn

Cara J O'Neill

BARNETT BANK OF NAPLES

C. Fred Bailey

BY: C. FRED BAILEY
TITLE: VICE PRESIDENT

(seal)

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this 17th day of AUGUST, 1992 by C. FRED BAILEY, as VICE PRESIDENT of Barnett Bank of Naples, on behalf of the bank, and is personally known by me and did take an oath.

Notary Public

NOTARY PUBLIC, STATE OF FLORIDA.
MY COMMISSION EXPIRES: July 31, 1995.
BONDED THRU NOTARY PUBLIC UNDERWRITERS.

Commission No. CC 132336

Recorded and Verified in Official Records of COLLIER COUNTY, FLORIDA JAMES C. GILES, CLERK

OR BOOK 1747 PAGE 0263

01651230 1992 DEC -9 AM 7:51

COLLIER COUNTY RECORDED

REC 12.00
PRM 2.50
DOC
INT
IND

OR BOOK 1777

PAGE 001146

AMENDMENT TO
DECLARATION OF CONDOMINIUM OF
THE COACH HOMES OF BERKSHIRE LAKES, A CONDOMINIUM
FOR PHASE 4

WHEREAS, the Declaration of Condominium of Coach Homes of Berkshire Lakes, A Condominium, has been recorded in Official Records Book 1424, Page 156, Public Records of Collier County, Florida ("Declaration"); and

WHEREAS, the successor Developer, DBA Development Corporation, a Florida corporation, desires to add Phase 4 to condominium ownership pursuant to the plan of phasing of Coach of Berkshire Lakes, a condominium;

NOW, THEREFORE, the successor Developer, as the owner of the property described and shown on the plot plan, survey and graphic description attached hereto and made a part hereof as Exhibit "A" (the "Property"), hereby submits the Property, upon recordation of this Amendment, to condominium ownership under the Declaration.

Because of the addition of Phase 4, the percentage share of each unit in the common elements, common expenses and common surplus in the Condominium is 1/56.

IN WITNESS WHEREOF, the Developer has caused these presents to be signed in its name.

Signed, sealed and delivered in the presence of:

Kelly Carter
Kelly Carter

Patricia LaMure
Patricia LaMure

DEVELOPER:

DBA DEVELOPMENT CORPORATION, a Florida corporation,

BY: AVI BARON, ITS PRESIDENT

(corporate seal)

COLLIER COUNTY COPY CLERK OF THE CIRCUIT COURT

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this 24th day of November, 1992 by Avi Baron, President of DBA Development Corporation, a corporation existing under the laws of the State of Florida, who is personally known by me and who did take an oath.

Patricia LaMure
Notary Public

OFFICIAL NOTARY SEAL
PATRICIA LAMURE
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. CC054078
MY COMMISSION EXP. NOV. 7,1994

Paulich, O'Hara & Slack, P.A.
3401 TAMIAMI TRAIL N., SUITE 207
NAPLES, FL 33940

WILSON, MILLER, BARTON & PEEK, INC.

Engineers, Planners, Surveyors, Landscape Architects, Environmental Consultants & Construction Managers
Wilson Professional Center, Suite 200, 3200 Bailey Lane at Airport Road, Naples, Florida 33962 • (813) 649-4040 Fax (813) 643-5716

CERTIFICATE OF SURVEYOR

As to Phase Four, of Coach Homes of Berkshire Lakes a Condominium, part of Tracts A-1, A-2 and A-3, Berkshire Lakes Unit One, P.B. 14, pages 118 through 120, Collier County, Florida

I, MICHAEL C. LAMURE, of Naples, County of Collier and State of Florida, pursuant to Section 718.104(4)(e), Florida Statutes hereby certify to the best of our knowledge and belief as follows:

1) That I am a Professional Land Surveyor authorized to practice in the State of Florida

2) That this Certificate is made as to Phase Four, Units 4-1 through 4-8, of Coach Homes of Berkshire Lakes a Condominium, part of Tracts A-1, A-2 and A-3, Berkshire Lakes Unit One, P.B. 14, pages 118 through 120, Collier County, Florida, and in compliance with Section 718.104(e) Florida Statutes;

3) That the applicable sheets of WMB&P, INC. Dwg. #4C-597 and sheet 4 3C-457, as revised November 5, 1992, together with the provisions of the declaration relating to matters of survey, constitute a correct representation of the improvements of said Building as they now exist and there can be determined from them the identification, location, dimensions and size of the common elements of said Building;

4) That all planned improvements including landscaping, utility services, and access to said Building have been substantially completed.

OR BOOK 1777 PAGE 001147

WILSON, MILLER, BARTON & PEEK, INC.
Reg. Engineers and Land Surveyors

BY Michael C LaMure DATE 11-5-92
Michael C. LaMure, P.L.S. #4247

Not valid unless embossed with the Professional's seal.

COLLIER COUNTY COPY CLERK OF THE CIRCUIT COURT

STATE OF FLORIDA
COUNTY OF COLLIER

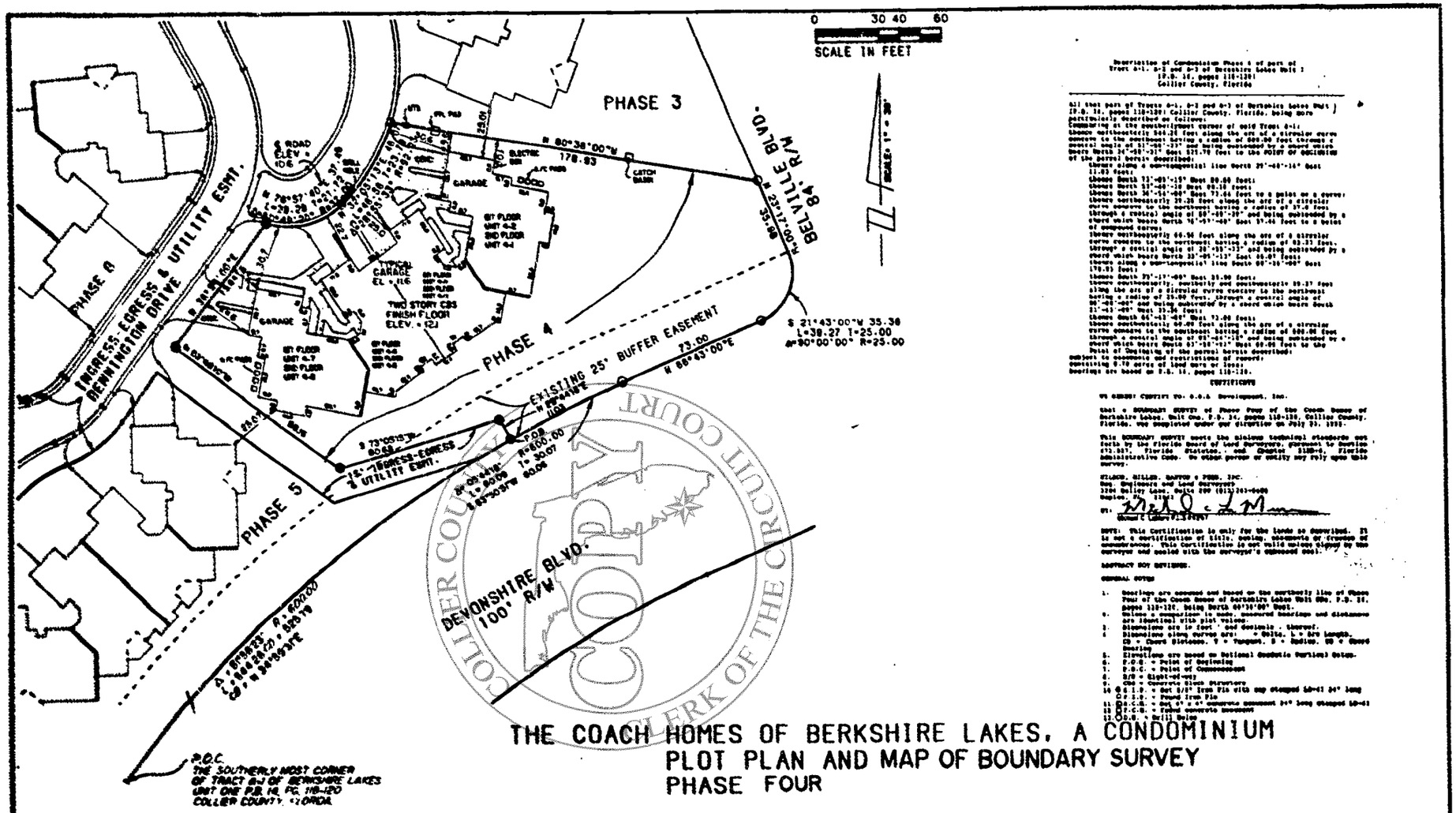
The foregoing instrument was acknowledged before me this 5th day of November, 1992, MICHAEL C. .LAMURE, who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

BY Kathryn J. Dykes
Notary Public

KATHRYN J. DYKES
Notary Public, State of Florida
My comm. expires April 26, 1995
Comm. No. CC005801

NOTARY PUBLIC STAMP
WITH SERIAL NUMBER

8/7/92-01110006.kjd



THE COACH HOMES OF BERKSHIRE LAKES, A CONDOMINIUM
PLOT PLAN AND MAP OF BOUNDARY SURVEY
PHASE FOUR

GENERAL NOTES:
1) ALL IMPROVEMENTS SHOWN HEREON ARE PROPOSED AS OF SEPT. 1988.
2) SEE ATTACHMENTS FOR LEGAL DESCRIPTIONS OF THE CONDOMINIUM PARCELS, RECREATIONAL PARCEL AND INGRESS AND EGRESS EASEMENT.
3) (L.C.E.) = LIMITED COMMON ELEMENT (C.E.) = COMMON ELEMENT
4) DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.
5) ALL CURVES ARE CIRCULAR CURVES AND ALL DIMENSIONS ON CURVES ARE ARC LENGTHS UNLESS NOTED OTHERWISE. "L"= ARC. "CD"= CHORD DISTANCE. "CH"= CHORD. "R"= RADIUS; "Δ"= DELTA
6) U.E. = UTILITY EASEMENT.
7) P.O.C. = POINT OF COMMENCEMENT
8) P.O.B. = POINT OF BEGINNING
9) ELEVATIONS ARE BASED ON NATIONAL GEODETIC VERTICAL DATUM
10) SURVEYS OF INDIVIDUAL PHASES WILL BE COMPLETED WITH ISSUE OF SUBSTANTIAL COMPLETION CERTIFICATES.
11) REVISED 7-23-92 ADDED SLAB LOCATION FB C-1741 PG 67-69 WO # 13719.2
12) REVISED 11-9-92 ADDED FINAL BOUNDARY FB C-1741 PG 78-79 C-1867 PG 1-3 WO # 13719.2 KLB

TRACTS A-1, A-2, & A-3
"BERKSHIRE LAKES UNIT ONE", P.B. 14, pages 118 thru 120
COLLIER COUNTY, FLORIDA

EXHIBIT "C" SHEET 4 OF 33

FOR: BENNINGTON GROUP, INC.
DATE: NOV. 1988
SCALE: AS SHOWN
DRAWN BY: M.T.
CHECKED: M.C.L.
W.O.#: 6685.2
FILE # 3C-457 SHEET 4 OF 33

WILSON, MILLER, BARTON AND PEEK, INC.
ENGINEERS, PLANNERS, & LAND SURVEYORS NAPLES, FLORIDA
3200 BAILEY LANE AT AIRPORT ROAD, SUITE 200, NAPLES, FLORIDA 33942 (813) 263-6400

[P] PHASE FOUR PLOT PLAN - 1400 0.340297; GRETNA 10000 23-Oct-00 10:07 AM / 26964-110

CONSENT OF MORTGAGEE TO AMENDMENT TO DECLARATION OF CONDOMINIUM OF THE COACH HOMES OF BERKSHIRE LAKES, A CONDOMINIUM

WHEREAS, the undersigned ("Mortgagee") is the holder of a Mortgage upon land in Collier County, Florida (the "Mortgage") executed by DBA Development Corporation, a Florida corporation ("Mortgagor"). The Mortgage is a lien upon that certain tract of land more fully described in the Mortgage ("Mortgaged Property");

WHEREAS, in accordance with the terms of the Declaration of Condominium of The Coach Homes of Berkshire Lakes, A Condominium, as recorded in Official Records Book 1424, Page 156, et seq. (the "Declaration"), and pursuant to Chapter 718, Florida Statutes (the "Condominium Act"), Mortgagor is consenting to the submission of a portion of the Mortgaged Property to the condominium form of ownership by an amendment to the Declaration of Condominium of The Coach Homes of Berkshire Lakes, A Condominium for Phase 4 (the "Amendment"), to which this Consent is attached;

NOW, THEREFORE, for good and valuable consideration, Mortgagee agrees and declares as follows:

1. Mortgagee hereby consents to the making, execution and recordation of the Amendment.

2. By consenting to the provisions of the Amendment, Mortgagee does not undertake or assume any of the obligations or responsibilities of the Mortgagor or anyone else under the Declartion, as amended, or the Condominium Act, or any owner of a Condominium Unit.

IN WITNESS WHEREOF, Mortgagee has executed this Consent the 17th day of November, 1992.

Signed, sealed and delivered in the presence of:

Sara J. O'Neill

Susan D. Sanborn

BARNETT BANK OF NAPLES

C. Fred Bailey

BY: C. FRED BAILEY
TITLE: VICE PRESIDENT

(seal)

COLLIER COUNTY COPY CLERK OF THE CIRCUIT COURT

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this 17th day of November, 1992 by C. Fred Bailey, as Vice President of Barnett Bank of Naples, on behalf of the bank, and is personally known by me and did take an oath.

Josephine M Smith
Notary Public

JOSEPHINE M. SMITH
MY COMMISSION # CC 221750
EXPIRES: August 16, 1996
Bonded Thru Notary Public Underwriters

Recorded and Verified in Official Records of COLLIER COUNTY, FLORIDA JAMES C. GILES, CLERK

19.50

01659732 1993 JAN -7 AM 8:09

COLLIER COUNTY RECORDED

REC 17.00
PRM 2.50
DOC
INT
IND

AMENDMENT TO DECLARATION OF CONDOMINIUM OF THE COACH HOMES OF BERKSHIRE LAKES, A CONDOMINIUM FOR PHASE 5

OR BOOK 1786 PAGE 000716

WHEREAS, the Declaration of Condominium of Coach Homes of Berkshire Lakes, A Condominium, has been recorded in Official Records Book 1424, Page 156, Public Records of Collier County, Florida ("Declaration"); and

WHEREAS, the successor Developer, DBA Development Corporation, a Florida corporation, desires to add Phase 5 to condominium ownership pursuant to the plan of phasing of Coach of Berkshire Lakes, a condominium;

NOW, THEREFORE, the successor Developer, as the owner of the property described and shown on the plot plan, survey and graphic description attached hereto and made a part hereof as Exhibit "A" (the "Property"), hereby submits the Property, upon recordation of this Amendment, to condominium ownership under the Declaration.

Because of the addition of Phase 5, the percentage share of each unit in the common elements, common expenses and common surplus in the Condominium is 1/64.

IN WITNESS WHEREOF, the Developer has caused these presents to be signed in its name.

Signed, sealed and delivered in the presence of:

DEVELOPER:

DBA DEVELOPMENT CORPORATION, a Florida corporation,

BY: AVI BARON, ITS PRESIDENT

(corporate seal)

COLLIER COUNTY COPY CLERK OF THE CIRCUIT COURT

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this 29th day of December, 1992 by Avi Baron, President of DBA Development Corporation, a corporation existing under the laws of the State of Florida, who is personally known by me and who did take an oath.

Notary Public

OFFICIAL NOTARY SEAL
PATRICIA LAMURE
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. CC054078
MY COMMISSION EXP. NOV. 7,1994

Paulich, O'Hara & Slack, P.A.
3401 TAMIAMI TRAIL N., SUITE 207
NAPLES, FL 33940

WILSON, MILLER, BARTON & PEEK, INC.

Engineers, Planners, Surveyors, Landscape Architects, Environmental Consultants & Construction Managers
Wilson Professional Center, Suite 200, 3200 Bailey Lane at Airport Road, Naples, Florida 33942 • (813) 649-4040 Fax (813) 643-5716

CERTIFICATE OF SURVEYOR

As to Phase Five, of Coach Homes of Berkshire Lakes a Condominium, part of Tracts A-1, A-2 and A-3, Berkshire Lakes Unit One, P.B. 14, pages 118 through 120, Collier County, Florida

I, MICHAEL C. LAMURE, of Naples, County of Collier and State of Florida, pursuant to Section 718.104(4)(e), Florida Statutes hereby certify to the best of our knowledge and belief as follows:

1) That I am a Professional Land Surveyor authorized to practice in the State of Florida

2) That this Certificate is made as to Phase Five, Units 5-1 through 5-8, of Coach Homes of Berkshire Lakes a Condominium, part of Tracts A-1, A-2 and A-3, Berkshire Lakes Unit One, P.B. 14, pages 118 through 120, Collier County, Florida, and in compliance with Section 718.104(e) Florida Statutes;

3) That the applicable sheets of WMB&P, INC. Dwg. #4C-597 and sheet 5 3C-457, as revised December 22, 1992, together with the provisions of the declaration relating to matters of survey, constitute a correct representation of the improvements of said Building as they now exist and there can be determined from them the identification, location, dimensions and size of the common elements of said Building;

4) That all planned improvements including landscaping, utility services, and access to said Building have been substantially completed.

COLLIER COUNTY COPY CLERK OF THE CIRCUIT COURT

WILSON, MILLER, BARTON & PEEK, INC.
Reg. Engineers and Land Surveyors

BY Michael C. LaMure DATE 12-28-92
Michael C. LaMure, P.L.S. #4247

Not valid unless embossed with the Professional's seal.

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this 22nd day of December, 1992, MICHAEL C. .LAMURE, who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

BY Kathryn J. Dykes
Notary Public

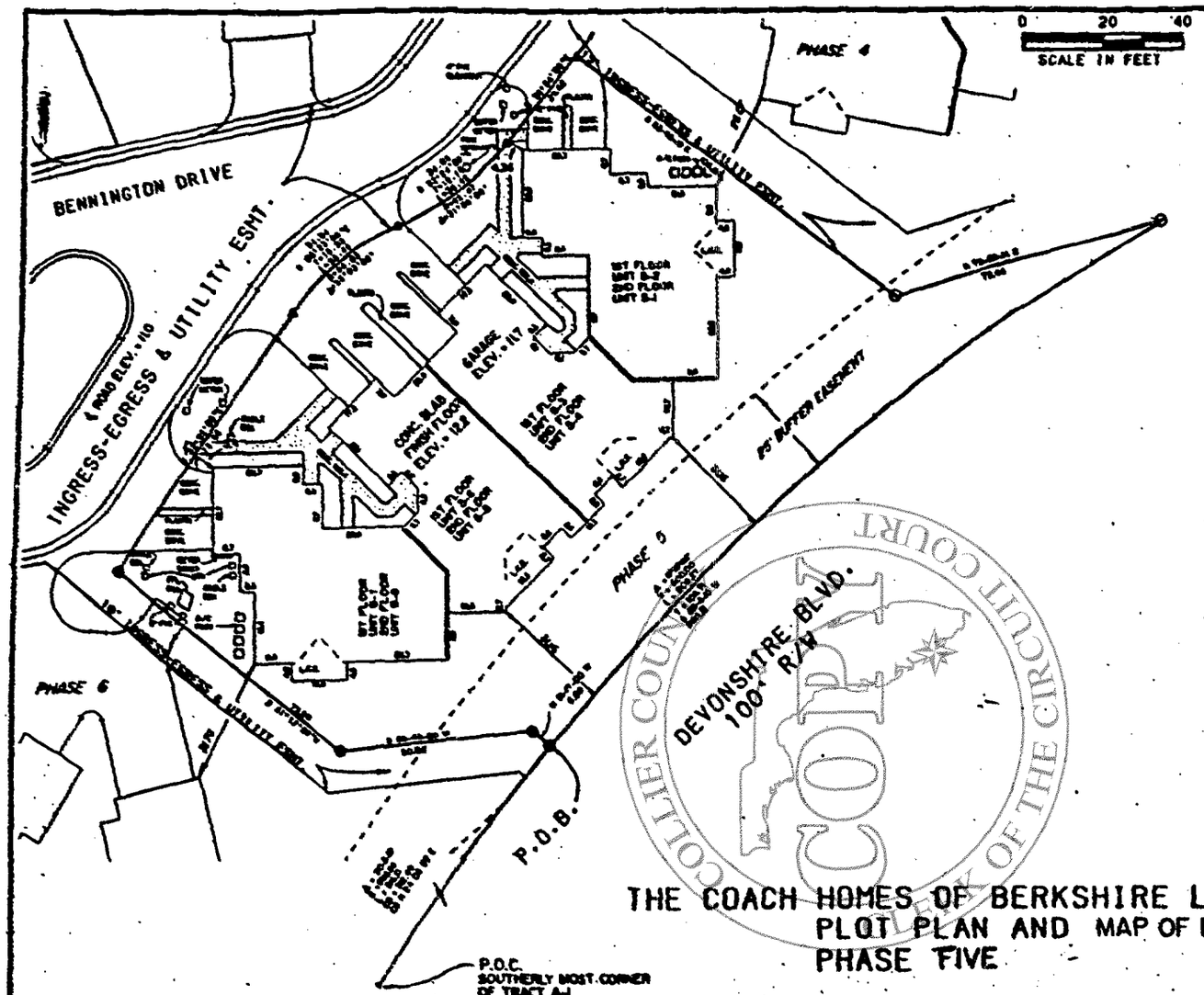
KATHRYN J. DYKES
Notary Public, State of Florida
My comm. expires April 26, 1994
Comm. No. CC005801

NOTARY PUBLIC STAMP
WITH SERIAL NUMBER

W.O. 13719

12/22/92-01110008.bjd

OR BOOK 1786 PAGE 000718



CERTIFICATE:
WE HEREBY CERTIFY to [illegible]

that a BOUNDARY SURVEY of above five of the Coach Homes of Berkshire Lakes, Unit one, P.B. 14, pages 118-120 Collier County, Florida, was completed under our direction on [illegible]

To the best of our knowledge and belief, this SURVEY meets the minimum technical standards set forth by the Florida Board of Land Surveyors, pursuant to Section 472.027, Florida Statutes, and Chapter 21HH-6, Florida Administrative Code.

WILSON, MILLER, BARTON, SOLL & PEEK, INC.
Reg. Engineers and Land Surveyors

By: [signature] DATE: [illegible]
Michael C. LaMore P.L.S. #4247

NOTE: This Certification is only for the lands as described. It is not a certification of title, zoning, easements or freedom of encumbrances. This Certification is not valid unless signed by surveyor and sealed with the surveyor's embossed seal.

ABSTRACT NOT REVIEWED.

THE COACH HOMES OF BERKSHIRE LAKES, A CONDOMINIUM
PLOT PLAN AND MAP OF BOUNDARY SURVEY OF PHASE FIVE

TRACTS A-1, A-2, & A-3
"BERKSHIRE LAKES UNIT ONE", P.B. 14, pages 118 thru 120
COLLIER COUNTY, FLORIDA

EXHIBIT "C" SHEET 5 OF 33

GENERAL NOTES:
1) ALL IMPROVEMENTS SHOWN HEREON ARE PROPOSED AS OF SEPT. 1988.
2) SEE ATTACHMENTS FOR LEGAL DESCRIPTIONS OF THE CONDOMINIUM PARCELS, RECREATIONAL PARCEL AND INGRESS AND EGRESS EASEMENT.
3) (L.C.E.) = LIMITED COMMON ELEMENT (C.E.) = COMMON ELEMENT
4) DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.
5) ALL CURVES ARE CIRCULAR CURVES AND ALL DIMENSIONS ON CURVES ARE ARC LENGTHS UNLESS NOTED OTHERWISE. "L"= ARC, "CD"= CHORD DISTANCE, "CH"= CHORD, "R"= RADIUS, "Δ"= DELTA
6) U.E. = UTILITY EASEMENT.
7) P.O.C. = POINT OF COMMENCEMENT
8) P.O.B. = POINT OF BEGINNING
9) ELEVATIONS ARE BASED ON NATIONAL GEODETIC VERTICAL DATUM
10) SURVEYS OF INDIVIDUAL PHASES WILL BE COMPLETED WITH ISSUE OF SUBSTANTIAL COMPLETION CERTIFICATES.
(8) REVISED 9-24-92 ADDED SLAB LOCATION FB C-474 PG 77 WO # 13719.2 RLB
(9) REVISED 12-22-92 ADDED FINAL BOUNDARY FB C-1067 PG 8-12 WO # 13719.2 RLB
(1) ● SET IRON PIN W/CAP
○ FOUND IRON PIN W/CAP ⊕ SET DRILL HOLE

WILSON, MILLER, BARTON, & PEEK, INC.
ENGINEERS, PLANNERS, & LAND SURVEYORS NAPLES, FLORIDA
3200 BAILEY LANE, SUITE 200, NAPLES, FLORIDA 33962 (813) 263-6408

PDR: BENNINGTON GROUP, INC.
DATE: NOV. 1988
SCALE: AS SHOWN
DRAWN BY: M.T.
CHECKED: M.C.L.
W.O.#: 5885.2
FILE # 3C-437 SHEET 5 OF 33

COLLIER COUNTY CIRCUIT COURT
CLERK OF THE CIRCUIT COURT

unsatisfactory in this document
when received.

1786 000719

OR BOOK PAGE

CONSENT OF MORTGAGEE TO AMENDMENT TO DECLARATION OF CONDOMINIUM OF THE COACH HOMES OF BERKSHIRE LAKES, A CONDOMINIUM

WHEREAS, the undersigned ("Mortgagee") is the holder of a Mortgage upon land in Collier County, Florida (the "Mortgage") executed by DBA Development Corporation, a Florida corporation ("Mortgagor"). The Mortgage is a lien upon that certain tract of land more fully described in the Mortgage ("Mortgaged Property");

WHEREAS, in accordance with the terms of the Declaration of Condominium of The Coach Homes of Berkshire Lakes, A Condominium, as recorded in Official Records Book 1424, Page 156, et seq. (the "Declaration"), and pursuant to Chapter 718, Florida Statutes (the "Condominium Act"), Mortgagor is consenting to the submission of a portion of the Mortgaged Property to the condominium form of ownership by an amendment to the Declaration of Condominium of The Coach Homes of Berkshire Lakes, A Condominium for Phase 5 (the "Amendment"), to which this Consent is attached;

NOW, THEREFORE, for good and valuable consideration, Mortgagee agrees and declares as follows:

1. Mortgagee hereby consents to the making, execution and recordation of the Amendment.

2. By consenting to the provisions of the Amendment, Mortgagee does not undertake or assume any of the obligations or responsibilities of the Mortgagor or anyone else under the Declartion, as amended, or the Condominium Act, or any owner of a Condominium Unit.

IN WITNESS WHEREOF, Mortgagee has executed this Consent the 31st day of December, 1992.

Signed, sealed and delivered in the presence of:

Joan D Sinborn

Mary M Armstrong

BARNETT BANK OF NAPLES

C. Fred Bailey

BY: C. Fred Bailey

TITLE: Vice Pres.

(seal)

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this 31st day of December, 1992 by C. Fred Bailey, as Vice President of Barnett Bank of Naples, on behalf of the bank, and is personally known by me and did take an oath.

Josephine M Smith
Notary Public Josephine M. Smith

JOSEPHINE M. SMITH
MY COMMISSION # CC 221750
EXPIRES: August 16, 1996
Bonded Thru Notary Public Underwriters

JOSEPHINE M. SMITH
MY COMMISSION # CC 221750
EXPIRES: August 16, 1996
Bonded Thru Notary Public Underwriters

Recorded and Verified
In Official Records of
COLLIER COUNTY, FLORIDA
DWIGHT E. BROCK, CLERK

COLLIER COUNTY COPY CLERK OF THE CIRCUIT COURT

OR 1701650
COLLIER COUNTY

1993 MAY 17 AM 8:45
RECORDED

1826
OR BOOK

000740
PAGE

REC 12.00
PRM 2.50
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AMENDMENT TO DECLARATION OF CONDOMINIUM OF THE COACH HOMES OF BERKSHIRE LAKES, A CONDOMINIUM FOR PHASE 10

WHEREAS, the Declaration of Condominium of Coach Homes of Berkshire Lakes, A Condominium, has been recorded in Official Records Book 1424, Page 156, Public Records of Collier County, Florida ("Declaration"); and

WHEREAS, the successor Developer, DBA Development Corporation, a Florida corporation, desires to add Phase 10 to condominium ownership pursuant to the plan of phasing of Coach of Berkshire Lakes, a condominium;

NOW, THEREFORE, the successor Developer, as the owner of the property described and shown on the plot plan, survey and graphic description attached hereto and made a part hereof as Exhibit "A" (the "Property"), hereby submits the Property, upon recordation of this Amendment, to condominium ownership under the Declaration.

Because of the addition of Phase 10, the percentage share of each unit in the common elements, common expenses and common surplus in the Condominium is 1/72.

IN WITNESS WHEREOF, the Developer has caused these presents to be signed in its name.

Signed, sealed and delivered in the presence of:

Kelly Carter

Patricia LaMure

DEVELOPER:

DBA DEVELOPMENT CORPORATION, a Florida corporation,

BY: AVI BARON, ITS PRESIDENT

(corporate seal)

COLLIER COUNTY
COPY
CLERK OF CIRCUIT COURT

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this 7th day of May, 1993 by Avi Baron, President of DBA Development Corporation, a corporation existing under the laws of the State of Florida, who is personally known by me and who did take an oath.

Patricia LaMure
Notary Public

OFFICIAL NOTARY SEAL
PATRICIA LAMURE
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. CC054078
MY COMMISSION EXP. NOV. 7,1994

Pavlich, O'Hara & Stack, P.A.
3401 TAMIAMI TRAIL N., SUITE 207
NAPLES, FL 33940

WILSON, MILLER, BARTON & PEEK, INC.

Engineers, Planners, Surveyors, Landscape Architects, Environmental Consultants & Construction Managers
Wilson Professional Center, Suite 200, 3200 Bailey Lane at Airport Road, Naples, Florida 33942 • (813) 649-4040 Fax (813) 643-5716

CERTIFICATE OF SURVEYOR

OR BOOK 1826 PAGE 000741

As to Phase Ten, of Coach Homes of Berkshire Lakes a Condominium, part of Tracts A-1, A-2 and A-3, Berkshire Lakes Unit One, P.B. 14, pages 118 through 120, Collier County, Florida

I, MICHAEL C. LAMURE, of Naples, County of Collier and State of Florida, pursuant to Section 718.104(4)(e), Florida Statutes hereby certify to the best of our knowledge and belief as follows:

1) That I am a Professional Land Surveyor authorized to practice in the State of Florida

2) That this Certificate is made as to Phase Ten, Units 10-1 through 10-8, of Coach Homes of Berkshire Lakes a Condominium, part of Tracts A-1, A-2 and A-3, Berkshire Lakes Unit One, P.B. 14, pages 118 through 120, Collier County, Florida, and in compliance with Section 718.104(e) Florida Statutes;

3) That the applicable sheets of WMB&P, INC. Dwg. #4C-597 and sheet 10 3C-457, as revised April 30, 1993, together with the provisions of the declaration relating to matters of survey, constitute a correct representation of the improvements of said Building as they now exist and there can be determined from them the identification, location, dimensions and size of the common elements of said Building;

4) That all planned improvements including landscaping, utility services, and access to said Building have been substantially completed.

WILSON, MILLER, BARTON & PEEK, INC.
Reg. Engineers and Land Surveyors

BY Michael C. LaMure DATE 4-30-93
Michael C. LaMure, P.L.S. #4247

Not valid unless embossed with the Professional's seal.

COLLIER COUNTY FLORIDA COPY CLERK OF THE CIRCUIT COURT

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this 30th day of April, 1993, MICHAEL C. .LAMURE, who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

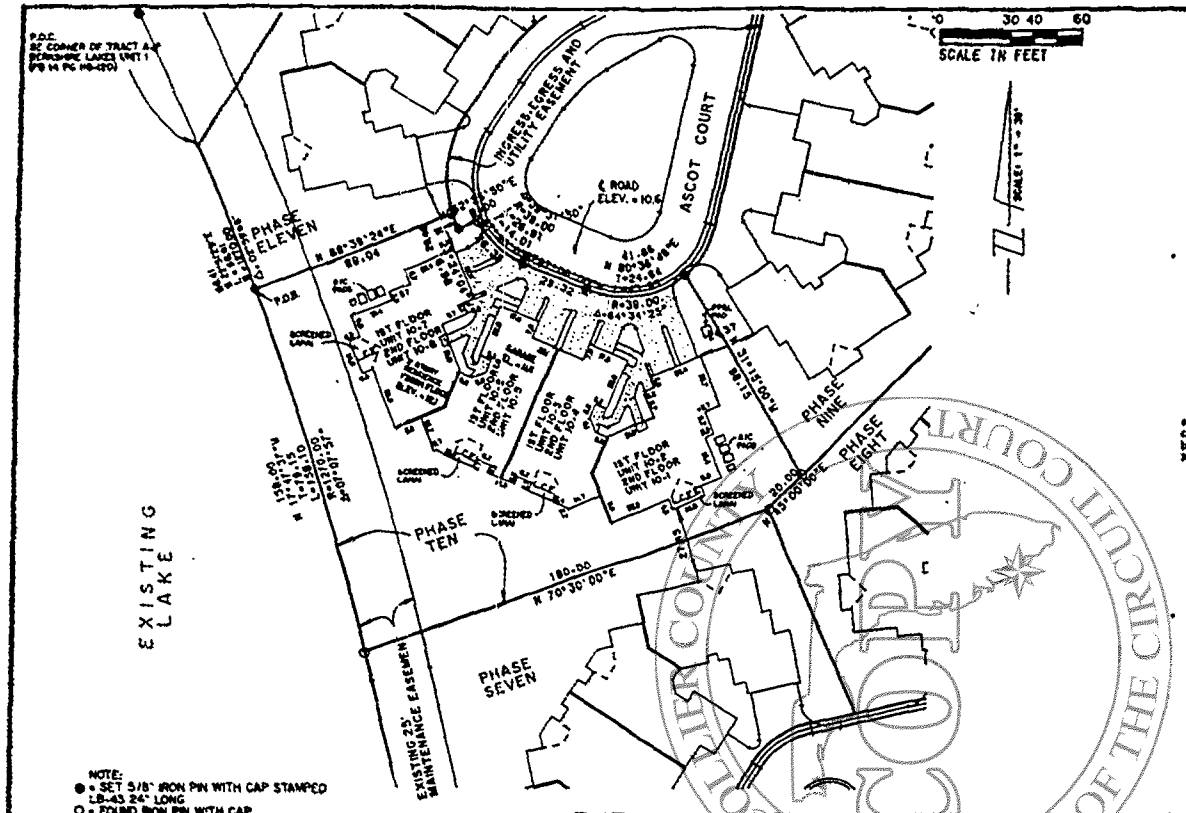
BY _____
Notary Public

KATHRYN J. DYKES
Notary Public, State of Florida
My comm. expires April 26, 1994
Comm. No. CC005801

NOTARY PUBLIC STAMP
WITH SERIAL NUMBER

W.O. 13719

1826 OR BOOK 000742 PAGE



NOTE:
● = SET 5/8" IRON PIN WITH CAP STAMPED LB-43 24" LONG
O = FOUND IRON PIN WITH CAP
⊙ = SET DRILL HOLE

Description of condo Phase 10 of part of Tracts A-1, A-2 and A-3 of Berkshire Lakes Unit 1 (P.B. 14, pages 118-120) Collier County, Florida

All that part of Tracts A-1, A-2 and A-3 of Berkshire Lakes Unit One (P.B. 14, pages 118-120) Collier County, Florida, being more particularly described as follows:
Commencing at the southeast corner of said Tract A-3;
thence southeasterly 66.41 feet along the arc of a circular curve concave to the southwest having a radius of 1376.00 feet through a central angle of 2°-45'-44" and being subtended by a chord which bears South 22°-51'-39" East 66.41 feet to the POINT OF BEGINNING of the parcel herein described;
thence North 69°-38'-24° East 89.04 feet;
thence South 23°-24'-44° East 6.88 feet;
thence North 62°-23'-50" East 9.00 feet to a point on a curve;
thence southeasterly 39.91 feet along the arc of a non-tangential circular curve concave northeasterly having a radius of 39.00 feet through a central angle of 39°-13'-50" and being subtended by a chord which bears South 47°-30'-05" East 38.98 feet;
thence South 67°-06'-00" East 29.32 feet;
thence easterly 43.95 feet along the arc of a circular curve concave northerly having a radius of 39.00 feet through a central angle of 64°-34'-25" and being subtended by a chord which bears North 80°-36'-48" East 41.66 feet;
thence along a non-tangential line South 31°-15'-00" East 98.15 feet;
thence South 45°-00'-00" West 20.00 feet;
thence South 70°-30'-00" West 180.00 feet;
thence northerly 158.16 feet along the arc of a non-tangential circular curve concave westerly having a radius of 1376.00 feet through a central angle of 07°-07'-57" and being subtended by a chord which bears North 17°-47'-37" West 158.08 feet to the Point of Beginning of the parcel herein described;
subject to easements and restrictions of record;
containing ±8 acres more or less;
bearings are based on (P.B. 14, pages 118-120) Collier County Public Records, Collier County, Florida;

CERTIFICATE:
WE HEREBY CERTIFY to OBA DEVELOPMENT, INC.

that a BOUNDARY SURVEY of phase Ten of The Coach Homes of Berkshire Lakes, being a part of Tracts A-1, A-2 & A-3 of Berkshire Lakes, Unit one, P.B. 14 pages 118-120 Collier County, Florida, was completed under our direction on April 30, 1995.

To the best of our knowledge and belief, this BOUNDARY SURVEY meets the minimum technical standards set forth by the Florida Board of Land Surveyors, pursuant to Section 472.027, Florida Statutes, and Chapter 21HH-6, Florida Administrative Code.

WILSON, MILLER, BARTON, SOLL & PEEK, INC.
Reg. Engineers and Land Surveyors
By: Michael C. LeMure P.L.S. #4247

NOTE: This Certification is only for the lands as described. It is not a certification of title, zoning, easements or freedom of encumbrances. This Certification is not valid unless signed by surveyor and sealed with the surveyor's embossed seal.

ABSTRACT NOT REVIEWED.

THE COACH HOMES OF BERKSHIRE LAKES, A CONDOMINIUM
PLOT PLAN & MAP OF BOUNDARY SURVEY
PHASE TEN

GENERAL NOTES:
1) ALL IMPROVEMENTS SHOWN HEREON ARE PROPOSED AS OF SEPT. 1988.
2) SEE ATTACHMENTS FOR LEGAL DESCRIPTIONS OF THE CONDOMINIUM PARCELS, RECREATIONAL PARCEL AND INGRESS AND EGRESS EASEMENT.
3) (L.C.E.) = LIMITED COMMON ELEMENT (C.E.) = COMMON ELEMENT
4) DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.
5) ALL CURVES ARE CIRCULAR CURVES AND ALL DIMENSIONS ON CURVES ARE ARC LENGTHS UNLESS NOTED OTHERWISE. "L"= ARC, "CD"= CHORD DISTANCE, "CH"= CHORD, "R"= RADIUS; "Δ"= DELTA
6) U.E. = UTILITY EASEMENT.
7) P.O.C. = POINT OF COMMENCEMENT
8) P.O.B. = POINT OF BEGINNING
9) ELEVATIONS ARE BASED ON NATIONAL GEODETIC VERTICAL DATUM
10) SURVEYS OF INDIVIDUAL PHASES WILL BE COMPLETED WITH ISSUE OF SUBSTANTIAL COMPLETION CERTIFICATES.
11 REVISED 12-30-92 ADDED SLAB LOCATION PB C-1967 PG 14 WO # 137192 KLB
12) REVISED 4/28/93 ADDED FINAL RECORD SURVEY P.B. C-1967, PGS. 23-26 W.O.#13719 LMT

TRACTS A-1, A-2, & A-3
"BERKSHIRE LAKES UNIT ONE", P.B. 14, pages 118 thru 120
COLLIER COUNTY, FLORIDA

EXHIBIT "C" SHEET 10 OF 33

FOR: BENNINGTON GROUP, INC.
DATE: NOV. 1988
SCALE: AS SHOWN
DRAWN BY: M.T.
CHECKED: M.C.L.
W.O.#: 6685.2
FILE # 3C-457 SHEET 10 OF 33

WILSON, MILLER, BARTON & PEEK, INC.
ENGINEERS, PLANNERS, & LAND SURVEYORS NAPLES, FLORIDA
3200 BAILEY LANE, SUITE 200 NAPLES, FLORIDA 33962 (813) 263-6406

EP3 PHASE TEN PLOT PLAN - 14MAR.91 3:37PM - BRATRA 10439 12-Dec-88 11:48 AM / 20888-181

of writing, typing or printing unsatisfactory in this document when received.

OR BOOK 1826 PAGE 000743

CONSENT OF MORTGAGEE TO AMENDMENT TO DECLARATION OF CONDOMINIUM OF THE COACH HOMES OF BERKSHIRE LAKES, A CONDOMINIUM

WHEREAS, the undersigned ("Mortgagee") is the holder of a Mortgage upon land in Collier County, Florida (the "Mortgage") executed by DBA Development Corporation, a Florida corporation ("Mortgagor"). The Mortgage is a lien upon that certain tract of land more fully described in the Mortgage ("Mortgaged Property");

WHEREAS, in accordance with the terms of the Declaration of Condominium of The Coach Homes of Berkshire Lakes, A Condominium, as recorded in Official Records Book 1424, Page 156, et seq. (the "Declaration"), and pursuant to Chapter 718, Florida Statutes (the "Condominium Act"), Mortgagor is consenting to the submission of a portion of the Mortgaged Property to the condominium form of ownership by an amendment to the Declaration of Condominium of The Coach Homes of Berkshire Lakes, A Condominium for Phase 10 (the "Amendment"), to which this Consent is attached;

NOW, THEREFORE, for good and valuable consideration, Mortgagee agrees and declares as follows:

1. Mortgagee hereby consents to the making, execution and recordation of the Amendment.

2. By consenting to the provisions of the Amendment, Mortgagee does not undertake or assume any of the obligations or responsibilities of the Mortgagor or anyone else under the Declartion, as amended, or the Condominium Act, or any owner of a Condominium Unit.

IN WITNESS WHEREOF, Mortgagee has executed this Consent the 13th day of May, 1993.

Signed, sealed and delivered in the presence of:

Cara J. O'Neill

Judith A. Dyehouse

BARNETT BANK OF NAPLES

BY: C. Fred Bailey

TITLE: Senior Vice President

(seal)

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this 13th day of May, 1993 by C. Fred Bailey, as Senior Vice President of Barnett Bank of Naples, on behalf of the bank, and is personally known by me and did take an oath.

Notary Public
Julia M. Gehring
Commission # AA754361

Julia M. Gehring Notary Public, State of Florida at Large My Commission Expires Feb. 28, 1994

Recorded and Verified in Official Records of COLLIER COUNTY, FLORIDA DWIGHT E. BROCK, CLERK

COLLIER COUNTY COPY CLERK OF THE CIRCUIT COURT

0707469 1993 JUN -3 AM 8:48 1832 000353
COLLIER COUNTY RECORDED OR BOOK PAGE

REC 21.00
PRM 3.00
DOC
INT
IND

AMENDMENT TO
DECLARATION OF CONDOMINIUM OF
THE COACH HOMES OF BERKSHIRE LAKES, A CONDOMINIUM
FOR PHASE 9

WHEREAS, the Declaration of Condominium of Coach Homes of Berkshire Lakes, A Condominium, has been recorded in Official Records Book 1424, Page 156, Public Records of Collier County, Florida ("Declaration"); and

WHEREAS, the successor Developer, DBA Development Corporation, a Florida corporation, desires to add Phase 9 to condominium ownership pursuant to the plan of phasing of Coach of Berkshire Lakes, a condominium;

NOW, THEREFORE, the successor Developer, as the owner of the property described and shown on the plot plan, survey and graphic description attached hereto and made a part hereof as Exhibit "A" (the "Property"), hereby submits the Property, upon recordation of this Amendment, to condominium ownership under the Declaration.

Because of the addition of Phase 9, the percentage share of each unit in the common elements, common expenses and common surplus in the Condominium is 1/80.

IN WITNESS WHEREOF, the Developer has caused these presents to be signed in its name.

Signed, sealed and delivered in the presence of:

DEVELOPER:

DBA DEVELOPMENT CORPORATION, a Florida corporation,

Kelly Carter

Patricia LaMure

BY: AVI BARON, ITS PRESIDENT

(corporate seal)

COLLIER COUNTY FLORIDA COPY CLERK OF THE CIRCUIT COURT

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this 27th day of May, 1993 by Avi Baron, President of DBA Development Corporation, a corporation existing under the laws of the State of Florida, who is personally known by me and who did take an oath.

Patricia LaMure
Notary Public

OFFICIAL NOTARY SEAL
PATRICIA LAMURE
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. CC054078
MY COMMISSION EXP. NOV. 7,1994

Paulich, O'Hara & Slack, P.A.
3401 TAMIAMI TRAIL N., SUITE 207
NAPLES, FL 33940

WILSON, MILLER, BARTON & PEEK, INC.

Engineers, Planners, Surveyors, Landscape Architects, Environmental Consultants & Construction Managers
Wilson Professional Center, Suite 200, 3200 Bailey Lane at Airport Road, Naples, Florida 33942 • (813) 649-4040 Fax (813) 643-5716

CERTIFICATE OF SURVEYOR

As to Phase Nine, of Coach Homes of Berkshire Lakes a Condominium, part of Tracts A-1, A-2 and A-3, Berkshire Lakes Unit One, P.B. 14, pages 118 through 120, Collier County, Florida

I, MICHAEL C. LAMURE, of Naples, County of Collier and State of Florida, pursuant to Section 718.104(4)(e), Florida Statutes hereby certify to the best of our knowledge and belief as follows:

1) That I am a Professional Land Surveyor authorized to practice in the State of Florida

2) That this Certificate is made as to Phase Nine, Units 9-1 through 9-8, of Coach Homes of Berkshire Lakes a Condominium, part of Tracts A-1, A-2 and A-3, Berkshire Lakes Unit One, P.B. 14, pages 118 through 120, Collier County, Florida, and in compliance with Section 718.104(e) Florida Statutes;

3) That the applicable sheets of WMB&P, INC. Dwg. #4C-597 and sheet 9 3C-457, as revised May 21, 1993, together with the provisions of the declaration relating to matters of survey, constitute a correct representation of the improvements of said Building as they now exist and there can be determined from them the identification, location, dimensions and size of the common elements of said Building;

4) That all planned improvements including landscaping, utility services, and access to said Building have been substantially completed.

WILSON, MILLER, BARTON & PEEK, INC.
Reg. Engineers and Land Surveyors

BY _____ DATE 5-21-93
Michael C. LaMure, P.L.S. #4247

Not valid unless embossed with the Professional's seal.

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this 21st day of May, 1993, MICHAEL C. .LAMURE, who is personally known to me or who has produced _____ as identification and who did (did not) take an oath.

BY _____
Notary Public

KATHRYN J. DYKES
Notary Public, State of Florida
My comm. expires April 26, 1994
Comm. No. CC005801

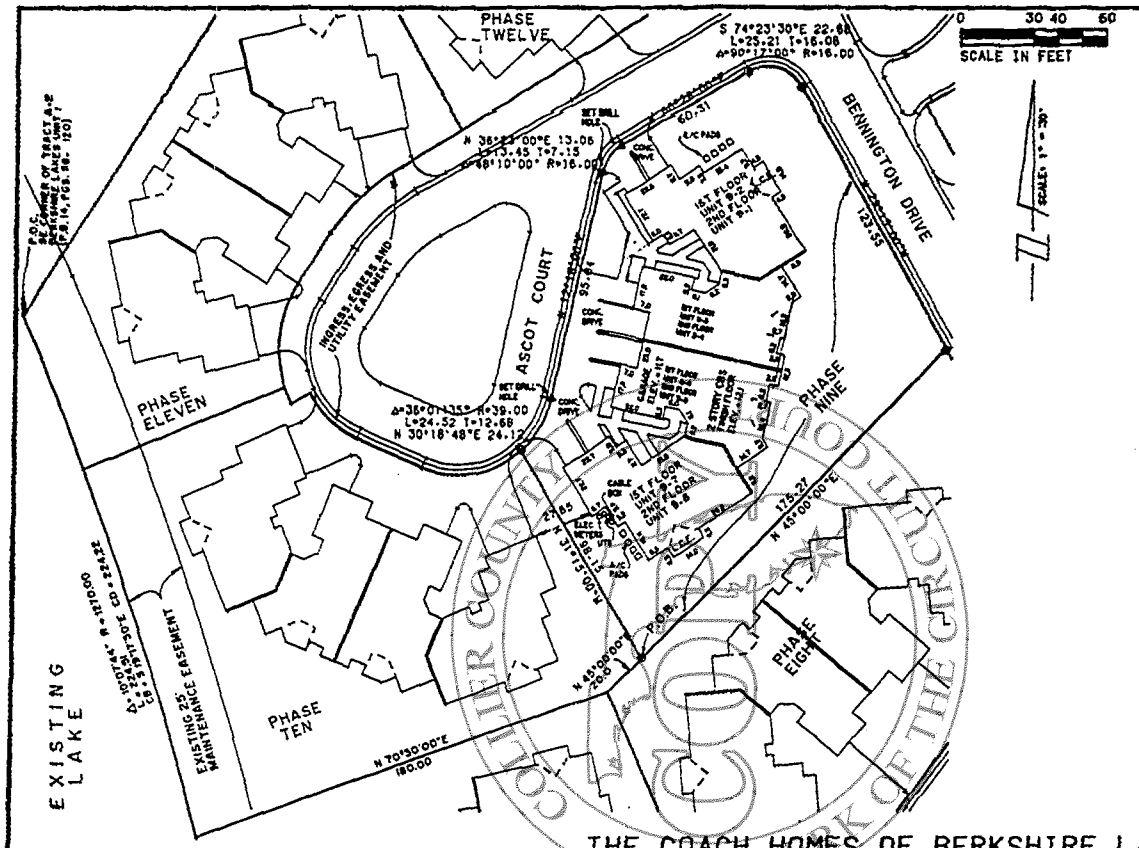
NOTARY PUBLIC STAMP
WITH SERIAL NUMBER

W.O. 13719

OR BOOK 1832 PAGE 000354

COLLIER COUNTY
COPY
CLERK OF THE CIRCUIT COURT

1832 OR BOOK 000355 PAGE



Description of condo Phase 9 of part of Tracts A-1, A-2 and A-3 of Berkshire Lakes Unit 1 (P.B. 14, pages 118-120) Collier County, Florida

All that part of Tracts A-1, A-2 and A-3 of Berkshire Lakes Unit One (P.B. 14, pages 118-120) Collier County, Florida, being more particularly described as follows:
Commencing at the southeast corner of said Tract A-2;
thence southeasterly 226.51 feet along the arc of a circular curve concave to the southwest having a radius of 1270.00 feet through a central angle of 10°-07'-46" and being subtended by a chord which bears South 19°-27'-30" East 226.27 feet;
thence along a non-tangential line North 70°-30'-00" East 180.00 feet;
thence North 45°-00'-00" East 20.00 feet to the POINT OF BEGINNING of the parcel herein described;
thence North 31°-15'-00" West 98.14 feet;
thence northeasterly 24.52 feet along the arc of a non-tangential circular curve concave northwesterly having a radius of 39.00 feet through a central angle of 36°-01'-35" and being subtended by a chord which bears North 30°-18'-48" East 24.12 feet;
thence North 12°-18'-00" East 95.04 feet;
thence northeasterly 13.45 feet along the arc of a circular curve concave southeasterly having a radius of 16.00 feet through a central angle of 48°-10'-00" and being subtended by a chord which bears North 36°-23'-00" East 13.06 feet;
thence North 60°-28'-00" East 60.31 feet;
thence northeasterly, easterly and southeasterly 25.21 feet along the arc of a circular curve concave southerly having a radius of 16.00 feet through a central angle of 90°-17'-00" and being subtended by a chord which bears South 74°-23'-30" East 22.68 feet;
thence South 29°-15'-00" East 123.55 feet;
thence South 45°-00'-00" West 175.27 feet to the Point of Beginning of the parcel herein described;
subject to easements and restrictions of record;
containing .54 acres more or less;
bearings are based on (P.B. 14, pages 118-120) Collier County Public Records, Collier County, Florida;

CERTIFICATE:
WE HEREBY CERTIFY to DBA DEVELOPMENT INC.

that a BOUNDARY SURVEY of phase Nine of The Coach Homes of Berkshire Lakes, being a part of tracts A-1, A-2 & A-3 of Berkshire Lakes, Unit one, P.B. 14 pages 118-120 Collier County, Florida, was completed under our direction on February 12, 1993.

To the best of our knowledge and belief, this BOUNDARY SURVEY meets the minimum technical standards set forth by the Florida Board of Land Surveyors pursuant to Section 472.027, Florida Statutes, and Chapter 21HH-6, Florida Administrative Code.

WILSON, MILLER, BARTON & PEEK, INC.
Reg. Engineers and Land Surveyors
3200 Bailey Lane, Ste 200, Naples, Florida 33942 (813) 263-6408
By: Michael C. LeMure P.L.S. #4247

NOTE: This Certification is only for the lands as described. It is not a certification of title, zoning, easements or freedom of encumbrances. This Certification is not valid unless signed by surveyor and sealed with the surveyor's embossed seal.

ABSTRACT NOT REVIEWED.

THE COACH HOMES OF BERKSHIRE LAKES, A CONDOMINIUM
PLOT PLAN & MAP OF BOUNDARY SURVEY OF PHASE NINE

GENERAL NOTES:
1) ALL IMPROVEMENTS SHOWN HEREON ARE PROPOSED AS OF SEPT. 1988.
2) SEE ATTACHMENTS FOR LEGAL DESCRIPTIONS OF THE CONDOMINIUM PARCELS, RECREATIONAL PARCEL AND INGRESS AND EGRESS EASEMENT.
3) (L.C.E.) = LIMITED COMMON ELEMENT (C.E.) = COMMON ELEMENT
4) DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.
5) ALL CURVES ARE CIRCULAR CURVES AND ALL DIMENSIONS ON CURVES ARE ARC LENGTHS UNLESS NOTED OTHERWISE. "L"= ARC, "CD"= CHORD DISTANCE, "CH"= CHORD, "R"= RADIUS; "Δ"= DELTA
6) U.E. = UTILITY EASEMENT.
7) P.O.C. = POINT OF COMMENCEMENT
8) P.O.B. = POINT OF BEGINNING
9) ELEVATIONS ARE BASED ON NATIONAL GEODETIC VERTICAL DATUM
10) SURVEYS OF INDIVIDUAL PHASES WILL BE COMPLETED WITH ISSUE OF SUBSTANTIAL COMPLETION CERTIFICATES.
11 REVISED 2-12-93 ADDED SLAB LOCATION, FB C-1867 PG 18-19 WO # 13719.2 KLB
12) REVISED 3-21-93 ADDED FINAL BOUNDARY FB C-1867 PG 33-35 WO # 13719.2 KLB

TRACTS A-1, A-2, & A-3
"BERKSHIRE LAKES UNIT ONE", P.B. 14, pages 118 thru 120
COLLIER COUNTY, FLORIDA

EXHIBIT "C" SHEET 9 OF 33

WILSON, MILLER, BARTON & PEEK, INC.
ENGINEERS, PLANNERS, & LAND SURVEYORS
3200 BAILEY LANE, SUITE 200, NAPLES, FLORIDA 33942 (813) 263-6408

FOR: BENNINGTON GROUP, INC.
DATE: NOV. 1988
SCALE: AS SHOWN
DRAWN BY: M.T.
CHECKED: M.C.L.
W.O.#: 6685.2
FILE #: 3C-457 SHEET 9 OF 33

COLLIER COUNTY FLORIDA CLERK OF THE CIRCUIT COURT

WILSON • MILLER • BARTON • SOLL & PEEK, INC.
ENGINEERS PLANNERS SURVEYORS
1983 AIRPORT-PULLING ROAD NORTH, NAPLES, FLORIDA 33942-9986 (813) 643-4545

Description of condo Phase 9 of part of
Tracts A-1, A-2 and A-3 of Berkshire Lakes Unit 1
(P.B. 14, pages 118-120) Collier County, Florida

OR BOOK 1832 PAGE 000356

All that part of Tracts A-1, A-2 and A-3 of Berkshire Lakes Unit One (P.B. 14, pages 118-120) Collier County, Florida, being more particularly described as follows:
Commencing at the southeast corner of said Tract A-2;
thence southeasterly 224.51 feet along the arc of a circular curve concave to the southwest having a radius of 1270.00 feet through a central angle of 10°-07'-44" and being subtended by a chord which bears South 19°-17'-30" East 224.22 feet;
thence along a non-tangential line North 70°-30'-00" East 180.00 feet;
thence North 45°-00'-00" East 20.00 feet to the POINT OF BEGINNING of the parcel herein described;
thence North 31°-15'-00" West 98.15 feet;
thence northeasterly 24.52 feet along the arc of a non-tangential circular curve concave northwesterly having a radius of 39.00 feet through a central angle of 36°-01'-35" and being subtended by a chord which bears North 30°-18'-48" East 24.12 feet;
thence North 12°-18'-00" East 95.04 feet;
thence northeasterly 13.45 feet along the arc of a circular curve concave southeasterly having a radius of 16.00 feet through a central angle of 48°-10'-00" and being subtended by a chord which bears North 36°-23'-00" East 13.06 feet;
thence North 60°-28'-00" East 60.31 feet;
thence northeasterly, easterly and southeasterly 25.21 feet along the arc of a circular curve concave southerly having a radius of 16.00 feet through a central angle of 90°-17'-00" and being subtended by a chord which bears South 74°-23'-30" East 22.68 feet;
thence South 29°-15'-00" East 123.55 feet;
thence South 45°-00'-00" West 175.27 feet to the Point of Beginning of the parcel herein described;
subject to easements and restrictions of record;
containing .54 acres more or less;
bearings are based on (P.B. 14, pages 118-120) Collier County Public Records, Collier County, Florida.

WILSON, MILLER, BARTON, SOLL & PEEK, INC.
Reg. Engineers and Land Surveyors

BY Michael C. LaMure DATE 1-10-89
Michael C. LaMure, P.L.S. #4247

Not valid unless embossed with the Professional's seal.

W.O. 6685
Ref: 3C-457 sheet 10 (MT:kjd condo phase 9)
Date: December 7, 1988

CONSENT OF MORTGAGEE TO AMENDMENT TO DECLARATION OF CONDOMINIUM OF THE COACH HOMES OF BERKSHIRE LAKES, A CONDOMINIUM

WHEREAS, the undersigned ("Mortgagee") is the holder of a Mortgage upon land in Collier County, Florida (the "Mortgage") executed by DBA Development Corporation, a Florida corporation ("Mortgagor"). The Mortgage is a lien upon that certain tract of land more fully described in the Mortgage ("Mortgaged Property");

WHEREAS, in accordance with the terms of the Declaration of Condominium of The Coach Homes of Berkshire Lakes, A Condominium, as recorded in Official Records Book 1424, Page 156, et seq. (the "Declaration"), and pursuant to Chapter 718, Florida Statutes (the "Condominium Act"), Mortgagor is consenting to the submission of a portion of the Mortgaged Property to the condominium form of ownership by an amendment to the Declaration of Condominium of The Coach Homes of Berkshire Lakes, A Condominium for Phase 9 (the "Amendment"), to which this Consent is attached;

NOW, THEREFORE, for good and valuable consideration, Mortgagee agrees and declares as follows:

1. Mortgagee hereby consents to the making, execution and recordation of the Amendment.

2. By consenting to the provisions of the Amendment, Mortgagee does not undertake or assume any of the obligations or responsibilities of the Mortgagor or anyone else under the Declartion, as amended, or the Condominium Act, or any owner of a Condominium Unit.

IN WITNESS WHEREOF, Mortgagee has executed this Consent the 28th day of May, 1993.

Signed, sealed and delivered in the presence of:

Cara J. O'Neill
Cara J. O'Neill

Judith A. Dychouse
Judith A. Dychouse

BARNETT BANK OF NAPLES

Susan D. Bready
BY: Susan D. Bready
TITLE: AVP

(seal)

STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this 28th day of May, 1993 by Susan D. Bready as Assistant Vice President of Barnett Bank of Naples, on behalf of the bank, and is personally known by me and did take an oath.

Josephine M. Smith
Notary Public
Josephine M. Smith

JOSEPHINE M. SMITH
MY COMMISSION # CC 221750
EXPIRES: August 16, 1996
Bonded Thru Notary Public Underwriters

Recorded and Verified in Official Records of COLLIER COUNTY, FLORIDA [illegible], CLERK

COLLIER COUNTY CLERK OF THE CIRCUIT COURT COPY