

Prepared by and return to:

Thomas B. Hart Esq.
Knott, Consoer, Ebelini, Hart & Swett, P.A.
1625 Hendry Street, Suite 301
Fort Myers, Florida 33901

**THIS INSTRUMENT IS BEING RERECORDED
TO ADD EXHIBIT "A" INADVERTENTLY
OMITTED FROM ORIGINAL RECORDING**

**DECLARATION OF GATE COVENANT
FOR DENNISPORT LANE CUL DE SAC**

Taylor Woodrow Communities at Herons Glen, LLC, and Windham Magnolia Landing LLC, as the owners, collectively, of the nine (9) lots fronting on the southern cul de sac of Dennisport Lane, all as more precisely described in the attached Exhibit "A", do hereby established this Declaration of Gate Covenant ("Gate Covenant") to provide Notice to the present and future owners of the lots described in Exhibit "A" that a security gate is planned on the North side of the intersection of Dennisport Lane and Magnolia Landing Lane.

1.1. Purpose and Intent.

Taylor Woodrow Communities at Heron Glen, LLC ("Taylor") and Windham Magnolia Landing, LLC ("Windham"), as the owners of the real property described on Exhibit "A." They intend, by the recording of this Gate Covenant to create a covenant running with said lots which provides Notice to the world of a general plan of development which will eventually include a security gate between said lots and the balance of the Herons Glen community. An integral part of the purposes for this Gate Covenant is to benefit the Herons Glen Recreation District ("Rec District") and the Herons Glen Homeowners' Association, Inc. ("HOA"). The lots to which this Gate Covenant applies are located on the Southern cul de sac of Dennisport Lane and are within the jurisdictional boundaries of both the Rec District and the HOA.

The intended development plan will establish an emergency access-only, security gate on the the right-of-way of Dennisport Lane at a point on the North side of the intersection of Dennisport Lane and Magnolia Landing Lane. The gate is intended to provide direct access for the owners of the cul de sac lots for their ingress and egress between their lots and the balance of the Herons Glen community by using a pass code, transponder or other similar security device, but will not allow general access for others between Magnolia Landing and Herons Glen, except during emergencies as such may be determined by the Rec District and the HOA, or Lee County.

1.2. Binding Effect.

All property described on Exhibit "A" shall be owned, conveyed and used subject to all of the provisions of this Gate Covenant, which shall run with the title to the property described in Exhibit "A." This Covenant shall be binding upon all Persons having any right, title, or interest in such property, their heirs, successors, successors-in-title, and assigns for a period of thirty (30) years and

may not be amended during such time without the written consent of the Rec District and the HOA.

1.3 Benefitted Parties.

This Gate Covenant is made specifically for the benefit of the Rec District and the HOA to protect them from claims of illegal limitation or denial of access by the owners of the Dennisport cul de sac lots after the installation of the proposed gate. This Gate Covenant shall be enforceable by the Rec District or the HOA, and their respective legal representatives, heirs, successors, and assigns, for a term of 30 years from the date this Gate Covenant is recorded in the Public Records. Nothing in this Section shall be construed to permit termination of any easement created in this Gate Covenant or otherwise without the consent of the holder of such easement.

1.4. Boundary Agreement.

Taylor, Windham, HGRD and HOA, among others, have entered into a Boundary Agreement which agreement provides for Windham to obtain permits for and install, subject to government approval, a security gate, generally intended for emergency access only, on the Northern side of the intersection of Dennisport Lane and Magnolia Landing Lane. The parties will cooperate for the purposes of obtaining government approval to allow direct ingress and egress through such gate for the owners of the lots described in Exhibit "A" subject to such government approval and subject to available technology and reasonable rules and restrictions as to the number, type and use of such access mechanisms.

1.5 Acknowledgement

Upon the recording of this Gate Covenant in the Public Records of Lee County, all present and future owners of the properties described in Exhibit "A" shall be deemed to have received Notice of the proposed security gate described herein and as a result shall be deemed to have acknowledge their acceptance of the herein described security gate.

1.6 General

If any provision of this Gate Covenant is determined by judgment or court order to be invalid, or invalid as applied in a particular instance, such determination shall not affect the validity of other provisions or applications.

WITNESSES:

TAYLOR WOODROW COMMUNITIES AT HERON GLEN, LLC, a Florida limited liability company

Laura Ewles
Print Name: Laura Ewles

By: M Campbell
Name: Michelle M. Campbell
Title: Vice President

USA Stouffville
Print Name: USA Stouffville

WINDHAM MAGNOLIA LANDING, LLC, a Michigan limited liability company

Patricia Weiss Gathen
Print Name: PATRICIA WEISS GATHEN

By: Herbert Lawson
Name: HERBERT LAWSON
Title: Sole Member

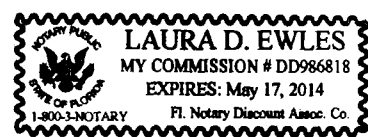
Kathleen Shepherd
Print Name: Kathleen Shepherd

STATE OF FLORIDA)
COUNTY OF Sarasota)

The foregoing instrument was acknowledged before me this 10 day of February, 2011, by Michelle Campbell as VP of Taylor Woodrow Communities at Heron Glen, LLC, a Florida limited liability company, on behalf of the limited liability company, who is personally known to me or who has produced as identification.

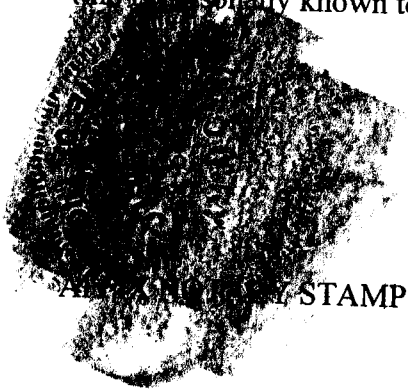
Laura Ewles
Signature of Notary Public
Laura Ewles
(Print Notary Name)
My Commission Expires: _____

AFFIX NOTARY STAMP



STATE OF MICHIGAN)
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 9th day of FEBRUARY, 2011, by HENDERT LAWSON as Side Member of Windham Magnolia Landing LLC, a Michigan limited liability company, on behalf of the limited liability company, who is personally known to me or who has produced _____ as identification.



Linda Early
Signature of Notary Public
LINDA EARLY
(Print Notary Name)
My Commission Expires: 07-10-12

Linda Early
Notary Public of Michigan
Wayne County
Expires 07/10/2012
Am in the County of Oakland

EXHIBIT A

Legal Description

Lots 743 through 751, inclusive, of Herons Glen Unit 5, according to Plat Book 74, Pages 82 – 84, recorded in the Official Records of Lee County, Florida.