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This instrument prepared by
and return to:
Vivien N. Hastings, Esq.
24301 Walden Center Drive
Bonita Springs, FL 34134

4582668

DR3085 P63323

SIXTY-FOURTH SUPPLEMENT
TO THE
AMENDED AND RESTATED DECLARATION
AND GENERAL PROTECTIVE COVENANTS
FOR
PELICAN LANDING UNIT TWENTY-NINE
(BAY CREEK PHASE TWO)

RECORDED BY
KAREN CARTWRIGHT, D.C.

THIS SUPPLEMENT is made this 25th day of February, 1999, by WCI COMMUNITIES LIMITED PARTNERSHIP, successor to WCN Communities, Inc. (formerly Westinghouse Communities of Naples, Inc.) a Delaware limited partnership, which was Declarant of that particular AMENDED AND RESTATED DECLARATION AND GENERAL PROTECTIVE COVENANTS FOR PELICAN LANDING and is hereinafter referred to as DECLARANT.

WITNESSETH:

WHEREAS, DECLARANT has recorded the Amended and Restated Declaration and General Protective Covenants for Pelican Landing (hereinafter referred to as DECLARATION) at Official Records Book 2198, Pages 1873 through 2026, inclusive, of the Public Records of Lee County, Florida, as amended; and

WHEREAS, all of Pelican Landing Unit Twenty-nine as recorded in Plat Book 63, Pages 57 through 58, inclusive, of the Public Records of Lee County, Florida is subjected to the DECLARATION by this SUPPLEMENT; and

WHEREAS, the DECLARATION provides in Article VIII, Section 1, thereof that "Declarant shall have the unilateral right, privilege and option, from time to time at any time until all property described on Exhibit "A" has been subjected to this DECLARATION or December 31, 2020, whichever is earlier, to subject to the provisions of this DECLARATION and the jurisdiction of the Association any portion of real property, including without limitation that described in Exhibit "A" attached hereto. Such annexation shall be accomplished by filing in the Public Records

of Lee County, Florida a Supplemental Declaration annexing such property"; and

WHEREAS, in accordance with the terms of the DECLARATION, DECLARANT desires to subject Pelican Landing Unit Twenty-nine as recorded in Plat Book 63, Pages 57 through 58, inclusive, of the Public Records of Lee County, Florida (hereinafter defined and referred to as the NEIGHBORHOOD) to the DECLARATION for those reasons set forth in the preamble to the DECLARATION; and

WHEREAS, DECLARANT has determined that in order to create a quality development within the NEIGHBORHOOD, new provisions applicable to the NEIGHBORHOOD shall be imposed for the preservation of the property values of the owners' therein.

NOW THEREFORE, DECLARANT hereby declares that real property described as Pelican Landing Unit Twenty-nine shall be held, transferred, sold, conveyed and occupied subject to the DECLARATION, and the supplemental restrictions, covenants, servitudes, impositions, easements, charges and liens hereinafter set forth.

ARTICLE I
DEFINITIONS

1. "BUILDING HEIGHT" shall mean the vertical distance measured from the finished grade of the LOT or minimum base flood elevation, whichever is greater, to the mean high level between eaves and ridge of gable, hip and gambrel roofs.
2. "DECLARANT" shall mean and refer to WCI COMMUNITIES LIMITED PARTNERSHIP, a Delaware limited partnership, presently having its principal place of business in Lee County, Florida, its successors or assigns of any or all of its rights under the DECLARATION.
3. "DECLARATION" shall mean and refer to the AMENDED AND RESTATED GENERAL COVENANTS AND GENERAL PROTECTIVE COVENANTS FOR PELICAN LANDING as recorded in Official Records Book 2198 at Pages 1873 through 2026, inclusive, of the Public Records of Lee County, Florida, as amended, and as may be amended from time to time.
4. "DISTRICT" shall mean and refer to the Bay Creek Community Development District, an independent special district of the State of Florida established under Chapter 190 Florida Statutes.
5. "DWELLING UNIT" shall mean and refer to any residential unit intended for occupancy by one family or household.
6. "LOT" or "LOTS" shall mean any one of or all of those platted lots in the NEIGHBORHOOD.

7. "NEIGHBORHOOD" shall mean and refer to the real property, or any portion thereof, described as Pelican Landing Unit Twenty-nine, as recorded in Plat Book 63, Pages 57 through 58, inclusive, of the Public Records of Lee County, Florida.

8. "OWNER" shall mean and refer to any person or persons, entity or entities, who are the record owner or owners of any fee interest in the NEIGHBORHOOD, their heirs, successors, legal representatives or assigns.

9. "PLAT" shall mean and refer to the plat for Pelican Landing Unit Twenty-nine, as recorded in Plat Book 63, Pages 57 through 58, inclusive, of the Public Records of Lee County, Florida.

10. "SUPPLEMENT" shall mean this Sixty-fourth Supplement to the Amended and Restated Declaration and General Protective Covenants for Pelican Landing Unit Twenty-nine.

ARTICLE II
RESTRICTIONS

1. USE RESTRICTIONS

a. The NEIGHBORHOOD may be used for detached single family DWELLING UNITS and for no other purposes. No business buildings may be erected on the LOTS and no business may be conducted on any part thereof, nor shall any building or portion thereof be used or maintained as a professional office. No structures shall be erected or placed in or on any lakes or water management areas in or adjacent to the NEIGHBORHOOD without the prior written consent of the DECLARANT.

b. Notwithstanding the above provisions, the DECLARANT may, in its sole discretion, permit one or more DWELLING UNITS to be used or maintained as a sales office or model for the promotion of real estate in Pelican Landing. Any such permission must be granted by DECLARANT in writing prior to such use and may include restrictions on the type and nature of sales, promotion activities and promotional materials that may be utilized.

c. No building, structure or other improvement shall be placed in or on the NEIGHBORHOOD unless and until DECLARANT has issued its written approval. In obtaining said written approval, OWNER or any other person applying shall comply with all the requirements and procedures of Article XI of the DECLARATION.

d. Except as approved by DECLARANT in writing, awnings, canopies, hurricane shutters, porch sun screens and similar additions shall not be attached or affixed to the exterior of

any DWELLING UNIT or structure.

e. No decorative objects such as weather vanes, statuary, sculptures, birdbaths, fountains, flagpoles and the like shall be placed or installed in or on the NEIGHBORHOOD without the prior written approval of the DECLARANT.

f. No recreation equipment such as basketball goals and playground equipment shall be placed or installed in or on the NEIGHBORHOOD without the prior written approval of the DECLARANT.

g. Roof stacks and vents shall be placed so as not to be clearly or readily visible from the front of the DWELLING UNIT and shall be painted to match the approved roof color. Solar collectors or devices shall be located so as not to be readily visible from surrounding streets or LOTS or the golf course and shall not be installed until such time as the DECLARANT has approved in writing the location of the solar collectors on the structure.

h. No garbage, trash or refuse containers shall be placed within the front yard of any LOT and or in any right-of-way or street abutting any LOT, and all LOTS must provide for garbage, trash and refuse removal to be made from the side or rear of any LOT. Provided, however, that garbage, trash and refuse removal shall be permitted to be made from the front yard if side or rear yard removal service is unavailable.

i. Motor homes, trailers, boats, motorcycles, vans or trucks used for commercial purposes, shall not be permitted to be parked or stored in or on any LOT unless kept fully enclosed inside a structure. All vehicles are to be stored in the garage.

j. No outside satellite receptor dish or device or any other type of electronic device now in existence, that is utilized or designed to be utilized for the transmission or reception of electronic or other type of signal shall be allowed unless approved by DECLARANT in writing, on a case by case basis.

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2. BUILDING SETBACK LINES, SIZE OF BUILDING AND BUILDING HEIGHT

a. No DWELLING UNITS, structure or building shall be erected within easement areas nor within the following building setback lines:

- i. Front LOT line: 25 feet
- ii. Side LOT line: 15 feet
- iii. Rear LOT line (Lots 1-9): 25 feet
- Rear LOT line (Lots 10-15): 25 feet, as measured from lake control elevation. Setback for screen enclosures may be reduced to 20 feet as measured from lake control elevation

b. All yards abutting a street shall be front yards. Four-sided LOTS shall have two front and two side yards. Setback lines for corner LOTS and odd-shaped LOTS shall be as near as possible as provided above, except that variations may be authorized by DECLARANT in writing at the time plans for buildings are approved, and a copy of such plans, including the plot plan, or a record of the determination shall be kept on file by the DECLARANT to establish the setback lines as approved.

c. Minimum floor area per DWELLING UNIT shall be three thousand (3,000) square feet of living area. The method of determining square foot area of proposed buildings and structures or additions and enlargements thereto, shall be to multiply the outside horizontal dimensions of the building or structure at each floor level. Garages, porches, patios, terraces and other similar areas and structures shall not be taken into account in calculating the minimum area required.

d. No building or structure of any kind shall exceed thirty-five (35) feet in height.

e. When two or more LOTS are acquired and used as a single building site under a single OWNER, the side LOT lines shall refer only to the lines bordering on the adjoining property.

3. SPAS, HOT TUBS AND SWIMMING POOLS, ENCLOSURES, FENCES AND WALLS

a. All enclosures, including spa, hot tub and swimming pool enclosures (screen or otherwise), must be approved in writing by DECLARANT prior to construction. No flat screen enclosures, unless part of an approved mansard screen enclosure, are permitted, and the sloped

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portions of the screen enclosure shall have a pitch compatible with the pitch of the roof of the DWELLING UNITS to which it is attached. Screening and metal framing members of screen enclosures must be dark bronze in color unless otherwise approved in writing by DECLARANT.

b. The erection of walls and fences is discouraged. No walls and/or fences shall be approved by DECLARANT within the building setbacks, except as required to screen air-conditioning, pool equipment or trash.

c. A wall, fence or enclosure required to screen air-conditioning, pool equipment or trash shall only be constructed of materials and with a design and color as approved by DECLARANT in writing and such materials and colors shall be identical or complimentary to the structure. No chain link fencing shall be allowed, except as an approved enclosure for an approved tennis court.

d. No privacy gate(s) shall be constructed or installed on the LOT.

4. ENTRY GATE

An entry gate has been installed at the entrance to the Bay Creek neighborhood for the benefit of the NEIGHBORHOOD, which entry gate shall be maintained by the Pelican Landing Community Association, Inc. (or NEIGHBORHOOD ASSOCIATION, if any), on behalf of the NEIGHBORHOOD and each LOT OWNER shall be assessed for the maintenance and repair of the gate and its landscaping.

5. LANDSCAPING

a. Each OWNER shall submit to DECLARANT for approval a landscape and irrigation plan for the LOT. With respect to the Landscape Easement (as defined in subsection f. below), each OWNER shall be responsible for the installation of landscaping and irrigation on such OWNER'S LOT, pursuant to the requirements set forth in subsection f. below. It is DECLARANT'S intent that the existing native vegetation be retained to the maximum extent possible. Clearing shall be done selectively, retaining wherever possible the native vegetation. Each OWNER'S landscape plan shall indicate OWNER'S plan for the retention and/or clearing of the existing native vegetation, in accordance with Article 11, Section 15 of this SUPPLEMENT. DECLARANT reserves the right to comment and require changes for individual LOTS should special conditions or situations exist.

b. Prior to making any change, variation or deviation from the approved landscaping plan, an OWNER shall first obtain DECLARANT'S written approval of the change, variation or deviation. Any additional landscaping to be installed after occupancy of any DWELLING UNIT requires written approval of DECLARANT prior to installation.

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c. Each OWNER shall install or retain the landscape material as approved by DECLARANT. All landscaping, trees, shrubs and lawns shall be maintained by OWNER in good and living condition at all times.

d. Except as provided in subsection f. below, the OWNER of a LOT shall be responsible for maintaining and keeping in good working order the landscape irrigation system installed in or on the OWNER'S LOT and adjacent right-of-way and areas between the property line of a LOT and any abutting road or lake edge.

e. Surface water runoff must conform to water management system criteria as permitted by the DISTRICT and must not cause any ponding or erosion on adjacent LOTS. OWNER must provide a final grading plan for the LOT and obtain DECLARANT'S prior written approval of such plan.

f. The front of each LOT is encumbered by a 15' foot wide Landscape, Berm and Maintenance Easement as shown on the PLAT ("Landscape Easement"). Each LOT owner is obligated to install, at its sole cost and expense, landscaping and irrigation within the Landscape Easement in accordance with the Master Streetscape Landscaping Plan for the NEIGHBORHOOD ("Plan"), copies of which Plan are available at DECLARANT'S principal office. The landscaping plans submitted by each OWNER to DECLARANT as provided in Section 5.a above, shall duplicate DECLARANT'S design and plant specifications for the Landscape Easement as shown on the Plan. The Landscape Easement shall be preserved and maintained by the DISTRICT on behalf of the NEIGHBORHOOD and each LOT OWNER shall be assessed for such maintenance services provided to the NEIGHBORHOOD.

6. GARAGE, CARPORTS AND STORAGE AREAS

a. No garage shall be erected which is separated from the DWELLING UNIT without prior written consent of DECLARANT. Each DWELLING UNIT shall have a garage which shall accommodate no less than two automobiles. Repair of vehicles shall be permitted only inside the garage. All garages must be constructed with doors that are equipped with operating, automatic door openers and closers. The garage doors shall remain closed except upon entering or exiting the garage.

b. Carports shall not be permitted or erected within the NEIGHBORHOOD.

c. No unenclosed storage area shall be permitted. No enclosed storage area shall be erected which is separated from a principal structure. Fully enclosed storage facilities for garbage and trash containers shall be required for each DWELLING UNIT.

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7. MAIL BOXES

All mail boxes must be installed and maintained in accordance with the standards established by DECLARANT. The design, material and location of all mail boxes must first be approved in writing by DECLARANT.

8. ROOFS

a. No flat roofs or mansard roofs are permitted on any DWELLING UNITS. The major roof form of a DWELLING UNIT shall have a minimum pitch of 6:12.

b. Due to the unique character of the NEIGHBORHOOD, only natural wood split shakes, natural wood sawn shingles, concrete tile in dark or neutral earth-tone colors, dark or neutral earth-tone clay tile or slate shall be permitted.

9. COLORS

No exterior colors on any structure shall be permitted other than natural or neutral earth-tone colors. All exterior colors, including original and future color changes proposed by OWNER, must be approved first by DECLARANT in writing. In addition, DECLARANT reserves the right to require that a color sample be painted by OWNER on the residence before written approval is granted.

10. NEIGHBORHOOD DRIVEWAYS

a. All driveways shall be designed and constructed only in accordance with the design and with the materials as approved by DECLARANT in writing and must be maintained in a clean, neat and attractive manner. Driveway surfaces may consist only of approved materials with neutral colors. No asphalt, plain concrete or gravel driveways shall be permitted.

b. Driveways shall be constructed in such a manner so that the flare of the driveway at the adjoining street pavement does not extend beyond a straight line projection of the side lot line of the LOT served by the driveway. In no event shall the driveway surface be less than five (5) feet from the side LOT line unless a variance is granted by the DECLARANT.

11. LEASE

No DWELLING UNIT shall be leased except on an annual basis. No DWELLING UNIT shall be used or sold on a "time-share" basis.

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12. CONSTRUCTION

During any construction activity within the NEIGHBORHOOD, the construction area shall be maintained in a neat and orderly manner and OWNER shall provide for trash and debris containment and removal. No temporary trailers shall be placed on any LOT without the prior written approval of DECLARANT. Construction vehicles shall be parked so as not to block or interfere with the use of the streets or roads within the NEIGHBORHOOD. Construction vehicles shall not be stored on any LOT.

13. LIGHTING

No exterior lighting fixtures, structures or improvements shall be placed in, on or about the NEIGHBORHOOD, unless the written approval of DECLARANT has been obtained.

14. SIGNS

All signage in or on the NEIGHBORHOOD shall comply with DECLARANT'S sign standards and shall be approved in writing by DECLARANT prior to being installed.

15. NATIVE VEGETATION

To the extent possible, OWNER shall protect suitable native vegetation to be integrated into the final landscape plan. The design review process and construction activities shall include these steps:

- a. Submittal of a vegetation survey prepared by a surveyor, which accurately locates existing trees 6" in diameter at breast height (DBH) or greater and significant shrub masses.
- b. Site-by-site review by OWNER or builder with DECLARANT of existing native vegetation.
- c. Review by DECLARANT of tree-clearing plans.
- d. Review by DECLARANT of building placement so as to minimize disturbance and removal of existing native vegetation.
- e. Installation of protective barriers and identification of native vegetation before commencement of construction.

- f. Transplanting of suitable trees removed from construction areas.
- g. Any substantial changes to the approved landscape plan following installation of the landscaping on a LOT shall be resubmitted to DECLARANT for its prior written approval.

16. BUFFER AREAS

a. Certain portions of the NEIGHBORHOOD are subject to a 25' wide buffer easement, which is shown and designated on the PLAT as 25' Buffer Easement ("Buffer Easement"). The location of this Buffer Easement is as follows:

- i) along the western property boundary lines of LOTS 1 through 3; and
- ii) along the southern property boundary lines of LOTS 3 through 9.

b. Except as otherwise specifically provided on the PLAT, the following uses and practices are prohibited in the Buffer Easement:

- 1) Construction or placing of buildings, roads, pilings, signs, billboards, utilities or other structures on or above the ground, except for any caution signs or education displays as approved by the appropriate federal, state and/or local regulatory agencies;
- 2) Dumping or placing of soil or other substances or material as landfill, or dumping or placing of trash waste or unsightly or offensive materials;
- 3) Removal or destruction of native trees, shrubs, or other vegetation, except for trimming or removal of dead trees or removal of exotic nuisance vegetation as has been or may be permitted by the appropriate federal, state and/or local regulatory agencies;
- 4) Excavation, dredging or removal of loam, peat, gravel, soil, rock or other material substance;
- 5) Surface use, except for purposes that permit the land or water area to remain predominately in its natural condition;
- 6) Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation or fish or wildlife preservation; and
- 7) Acts or uses detrimental to the retention of the Buffer Areas in their natural condition.

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c. Notwithstanding anything to the contrary in Section 16. b. above, DECLARANT reserves to itself, its designated successors and assigns, the following rights with respect to the Buffer Easement:

1) To construct, install, maintain and repair in perpetuity a 10' foot wide Water Management Berm Easement ("Berm Easement") adjacent to and landward of the Buffer Easement on LOTS 1 through 9, as shown on the PLAT, which Berm Easement shall be maintained, in perpetuity, as a stormwater management berm by the DISTRICT, its successors and assigns. All uses and practices which are detrimental to the retention of drainage functions of the Berm Easement are prohibited.

2) To install permanent, physical markers or signs designating the preserve status of the Buffer Easement ("Markers"), which Markers shall be placed at the intersection of the Buffer Easement and each LOT property line for LOTS 1 through 9, such Markers to be maintained and preserved in perpetuity by the DISTRICT, its successors and assigns.

c. DECLARANT and/or OWNER, as the case may be, reserve for themselves, their successors or assigns, all rights as owner, including the right of ingress and egress and the right to engage in all uses of the property constituting the Buffer Easement, that are not expressly prohibited herein and are not inconsistent with the purposes of this Section 16.

d. Those portions of LOTS 1 through 9, which are subject to the Berm Easement and the Buffer Easement, are to be maintained in perpetuity by the DISTRICT, its successors and assigns, except for lawn maintenance for which the OWNERS of LOTS 1 through 9 shall be responsible. All uses and practices which are or could be detrimental to the Berm Easement and the Buffer Easement, except as specifically set forth on the PLAT or above, are prohibited.

17. CONSERVATION AREAS.

a. Certain portions of the NEIGHBORHOOD are designated as Conservation and Water Management Areas on the PLAT, specifically Tract "D" Conservation Areas and Water Management Area ("Conservation Areas"). Any acts or uses detrimental to the retention of such Conservation Areas in their natural condition are prohibited.

b. The uses and practices set forth in Section 16 a.(1) through (7) are expressly prohibited in the Conservation Areas.

c. Notwithstanding the foregoing, DECLARANT and/or the DISTRICT, as the case may be, reserve for themselves, their designated successors and assigns, the following rights with respect to the Conservation Areas:

1) To construct, install and maintain docking facilities, boat ramps, access channels and walkways along the Spring Creek tributary, which is shown on the PLAT, and to modify, alter, improve and maintain existing docking facilities along the Spring Creek tributary, all as authorized and permitted by the applicable local, state or federal regulatory agencies;

2) To engage in any and all habitat management activities as required by any state approved gopher tortoise habitat management plan;

3) To engage in other activities on the Conservation Areas for conservation and/or preservation where required or approved by the requisite regulatory agencies;

4) To perform any and all maintenance with respect to any of the foregoing activities; and

5) All rights as owner, including the right of ingress and egress and the right to engage in all uses of the property constituting the Conservation Areas, that are not prohibited herein and are not inconsistent with the purposes of this Section 17.

18. WATER MANAGEMENT AREAS

Surface water drainage and management, including but not limited to storm water storage and capacity, shall conform to the overall water management requirements of the South Florida Water Management District and meet with the approval of DECLARANT, and, where applicable, the DISTRICT and the Bayside Improvement Community Development District.

19. DAMAGE TO COMMON AREAS

If during construction activity on a LOT, or at any other time, any of the Neighborhood Common Area (as defined in the DECLARATION), including without limitation, street signs, underground utilities or irrigation lines located thereon, the OWNER of such LOT shall be liable for all costs incurred in repairing or replacing such Neighborhood Common Area, and the total costs thereof shall be assessed against the OWNER as a Special Assessment (as defined in the DECLARATION), the lien for which may be foreclosed in the same manner as is provided for the enforcement of assessment liens as set forth in the DECLARATION.

ARTICLE III
GENERAL PROVISIONS

1. PROPERTY UNITS

In accordance with Article 1, Section 34 of the DECLARATION, DECLARANT hereby assigns one (1) PROPERTY UNIT to each platted LOT for a total of fifteen (15) PROPERTY UNITS assigned to the NEIGHBORHOOD.

2. CONFLICT

In the event of any conflict among the provisions of the DECLARATION and the provisions of this SUPPLEMENT, the DECLARANT reserves the right and the power to resolve any such conflict, and its decision shall be final.

3. AMENDMENT

The DECLARANT may, in its sole discretion, modify, amend, delete, waive or add to this SUPPLEMENT or any part thereof. The power of amendment, however, shall be limited to modification or enlargement of existing covenants which shall not substantially impair the general and uniform plan of development originally set forth herein. DECLARANT shall have the right and authority to approve exceptions or variations from these restrictions, from time to time in accordance with Article XI of the DECLARATION, without notice or liability to OWNERS of other DWELLING UNITS or any persons or authority whatsoever.

4. SUPPLEMENT TO GENERAL COVENANTS RUNS WITH THE LAND

The covenants, conditions, restrictions and other provisions under the SUPPLEMENT shall run with the land and bind the property within the NEIGHBORHOOD and shall inure to the benefit of and be enforceable by the DECLARANT for a term of thirty (30) years from the date this SUPPLEMENT is recorded, after which time these provisions shall automatically be extended for successive periods of ten (10) years. Any time after the initial thirty (30) year period provided for in this Section, these provisions may be terminated or modified in whole or in part by the recordation of a written instrument providing for the termination or modifications executed by the OWNERS of two-thirds (2/3) of the DWELLING UNITS agreeing to the termination or modifications.

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5. WAIVER

Any waiver by DECLARANT of any provision of this SUPPLEMENT or breach hereof must be in writing and shall not operate or be construed as a waiver of any other provision or subsequent breach.

6. SEVERABILITY

If any section, subsection, sentence, clause, phrase or portion of this SUPPLEMENT is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and shall not affect the validity of the remaining portion thereof.

IN WITNESS WHEREOF, WCI COMMUNITIES LIMITED PARTNERSHIP, a Delaware limited partnership, does hereby execute this SUPPLEMENT in its name by their undersigned, authorized officer, this 25th day of February, 1999.

WITNESSES:

WCI COMMUNITIES LIMITED PARTNERSHIP, a Delaware limited partnership

Laurel Y. Steedly By: Vivien N. Hastings
Print name: LAUREL Y. STEEDLY Vivien N. Hastings
Senior Vice-President

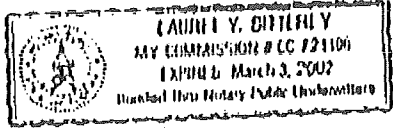
Crew A. Rupp
Print name: Crew A. Rupp

STATE OF FLORIDA)
COUNTY OF LEE)

The foregoing instrument was acknowledged before me this 25 day of FEBRUARY 1999, by Vivien N. Hastings, Senior Vice-President, of WCI Communities Limited Partnership, a Delaware limited partnership, on behalf of the partnership. She is personally known to me.

Laurel Y. Steedly
Notary Public
Print: LAUREL Y. STEEDLY
My Comm. Expires:

[SEAL]



DESCRIPTION OF
PELICAN LANDING UNIT TWENTY NINE (BAYCREEK PHASE 2)
SECTION 21, TOWNSHIP 47 SOUTH, RANGE 25 EAST,
LEE COUNTY, FLORIDA

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ALL THAT PART OF SECTION 21, TOWNSHIP 47 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, AND BEING A PART OF TRACT "G" OF PELICAN LANDING UNIT FOURTEEN ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 53, PAGES 35 THROUGH 46, PUBLIC RECORDS OF LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY AS FOLLOWS:

BEGINNING AT THE CENTER OF SAID SECTION 21;

THENCE ALONG THE NORTH-SOUTH QUARTER (1/4) SECTION LINE AND THE BOUNDARY OF SAID TRACT "G" OF PELICAN LANDING UNIT FOURTEEN, S.00°51'38"E., A DISTANCE OF 703.61 FEET TO A CONCRETE MONUMENT HERINAFTER REFERRED TO AS POINT "A" WHICH LIES N.00°51'38"W., A DISTANCE OF 52 FEET MORE OR LESS FROM THE CENTERLINE OF SPRING CREEK;

THENCE FROM SAID POINT "A", S.00°51'38"E., A DISTANCE OF 52 FEET MORE OR LESS TO SAID CENTERLINE;

THENCE NORTHWESTERLY, WESTERLY, SOUTHWESTERLY, SOUTHEASTERLY AND SOUTHWESTERLY ALONG SAID CENTERLINE TO A POINT WHICH LIES S.09°27'44"E., A DISTANCE OF 139 FEET MORE OR LESS FROM A CONCRETE MONUMENT HERINAFTER REFERRED TO A POINT "B" WHICH LIES N.89°17'11"W., A DISTANCE OF 676.84 FEET FROM THE AFORESAID POINT "A";

THENCE SOUTHWESTERLY, NORTHERLY AND WESTERLY, ALONG SAID CENTERLINE TO A POINT ON THE EAST BOUNDARY LINE OF PELICAN LANDING UNIT SIXTEEN ACCORDING TO THE PLAT AS RECORDED IN PLAT BOOK 53, PAGES 47 THROUGH 49, PUBLIC RECORDS OF LEE COUNTY, FLORIDA, SAID POINT LYING S.08°13'32"E., A DISTANCE OF 40 FEET MORE OR LESS FROM A CONCRETE MONUMENT HERINAFTER REFERRED TO AS POINT "C" WHICH LIES S.61°28'53"W., A DISTANCE OF 370.33 FEET FROM THE AFOREMENTIONED POINT "B";

THENCE N.08°13'32"W., A DISTANCE OF 40 FEET MORE OR LESS TO SAID POINT "C";
THENCE ALONG SAID EAST BOUNDARY LINE IN THE FOLLOWING THIRTEEN (13) COURSES;

- (1) N.23°53'03"W., A DISTANCE OF 87.22 FEET;
- (2) N.00°12'24"E., A DISTANCE OF 218.19 FEET;
- (3) N.01°26'49"W., A DISTANCE OF 131.43 FEET;
- (4) N.04°22'57"E., A DISTANCE OF 70.66 FEET;
- (5) N.10°09'54"W., A DISTANCE OF 62.19 FEET;
- (6) N.07°25'14"W., A DISTANCE OF 47.59 FEET;
- (7) N.42°20'26"W., A DISTANCE OF 152.07 FEET;
- (8) N.13°09'04"W., A DISTANCE OF 76.97 FEET;

EXHIBIT "A"
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- (9) N.22°44'23"W., A DISTANCE OF 25.32 FEET;
- (10) N.01°06'24"W., A DISTANCE OF 12.46 FEET;
- (11) N.01°07'15"W., A DISTANCE OF 35.00 FEET;
- (12) N.88°52'36"E., A DISTANCE OF 11.63 FEET;
- (13) N.05°17'55"E., A DISTANCE OF 35.44 FEET TO THE SOUTH LINE OF TRACT "K" OF PELICAN LANDING UNIT FOURTEEN ACCORDING TO THE PLAT THEREOF AS RECORDED IN PLAT BOOK 53, PAGES 35 THROUGH 46, PUBLIC RECORDS OF LEE COUNTY, FLORIDA;

THENCE ALONG SAID SOUTH LINE IN THE FOLLOWING SIX (6) COURSES;

- (1) S.69°18'01"E., A DISTANCE OF 60.76 FEET;
- (2) N.88°52'47"E., A DISTANCE OF 57.41 FEET;
- (3) N.02°20'48"E., A DISTANCE OF 69.78 FEET;
- (4) N.78°42'48"E., A DISTANCE OF 36.68 FEET;
- (5) N.63°15'03"E., A DISTANCE OF 50.78 FEET;
- (6) N.48°09'45"E., A DISTANCE OF 45.52 FEET;

THENCE LEAVING SAID SOUTH LINE, S.36°21'59"E., A DISTANCE OF 152.84 FEET;

THENCE N.79°57'25"E., A DISTANCE OF 739.32 FEET;

THENCE S.36°03'19"E., A DISTANCE OF 180.08 FEET TO THE CENTER OF SAID SECTION 21 AND THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED.

BEARINGS ARE BASED ON THE NORTH-SOUTH QUARTER (1/4) SECTION LINE OF SECTION 21, TOWNSHIP 47 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, BEING S.00°51'38"E.

CHARLIE GREEN, CLERK
LEE COUNTY, FL
99 HAR -5 AM 11:59

EXHIBIT A
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