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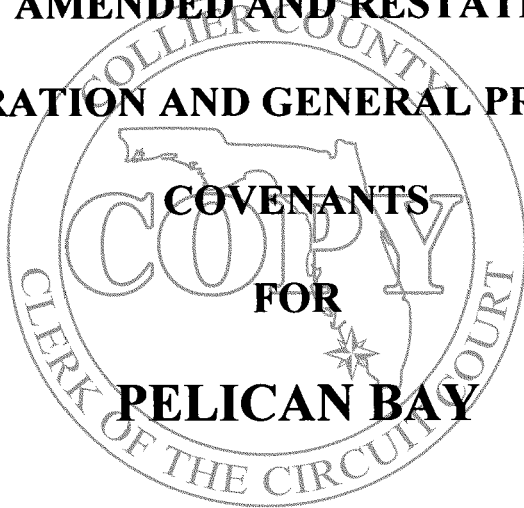
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SECOND
AMENDED AND RESTATED
DECLARATION AND GENERAL PROTECTIVE
COVENANTS
FOR
PELICAN BAY



Substantial changes have been made to this Declaration and General Protective Covenants for Pelican Bay. Refer to the Declaration and General Protective Covenants recorded in Official Records Book 825, pages 1755, et seq., of the public records of Collier County, Florida, and all amendments and restatements thereto, for the original text.

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THIS SECOND AMENDED AND RESTATED DECLARATION AND GENERAL PROTECTIVE COVENANTS FOR PELICAN BAY (this "Declaration") is made this 30th day of March, 2009, by **PELICAN BAY FOUNDATION, INC.**, a not-for-profit corporation (hereinafter referred to as the "Foundation").

WITNESSETH:

WHEREAS, Coral Ridge-Collier Properties, Inc., as the original developer of Pelican Bay, created that certain Declaration and General Protective Covenants for Pelican Bay dated May 7, 1979 and recorded August 8, 1979 in Official Record Book 825, Page 1755, of the Public Records of Collier County, Florida (the "Prior Declaration") to subject the real property described therein to certain protective covenants, conditions, restrictions, and other provisions; and

WHEREAS, the Prior Declaration was amended and supplemented at various times, the most recent of which was that certain First Amended and Restated Declaration and General Protective Covenants by WCI Communities, Inc., a Delaware corporation (and joined into by the Foundation) which is dated November 30, 2001 and recorded December 6, 2001 in Official Record Book 2938, Page 1959, of the Public Records of Collier County, Florida (the "First Amended and Restated Declaration"); and

WHEREAS, the real property described in Exhibit "A" attached hereto and made a part hereof (hereinafter the "Properties") is currently subject to the First Amended and Restated Declaration; and

WHEREAS, pursuant to the provisions of the First Amended and Restated Declaration and Florida law, the Owners of Plots comprising two-thirds (2/3) of the Property Units have approved and accepted this Declaration which shall amend and restate the First Amended and Restated Declaration. Further, said Owners have granted the President of the Foundation the power and authority to sign and record this Declaration in the Public Records on behalf of the Owners.

NOW, THEREFORE, in consideration of the promises and mutual covenants contained herein, the Properties (which include the Developed Commercial Properties, the Undeveloped Commercial Property and the Gulf Bay Properties) shall be held, transferred, sold, conveyed and occupied subject to this Declaration, and to the covenants, restrictions, easements, charges and liens hereinafter set forth. The covenants and restrictions contained in this Declaration shall run with the land and be binding upon all parties having any right, title or interest in the Properties or any part thereof, their heirs, successors and assigns and shall inure to the benefit of all present and future Owners. The acquisition of fee simple title to a lot, or any ownership interest in any of the Properties, or the lease, occupancy, or use of any portion thereof, shall constitute an acceptance and ratification of all provisions of this Declaration and an agreement to be bound by its terms.

ARTICLE 1 - DEFINITIONS

1. DEFINITIONS. All terms and words in this Declaration and its recorded exhibits shall have the meanings stated below unless the context clearly requires otherwise.

1.01 "Articles" means the Articles of Incorporation of The Pelican Bay Foundation, Inc., a Florida not for profit corporation.

1.02 Intentionally Deleted.

1.03 "Bay Colony" means and refers to a certain real property area within the northwest part of Pelican Bay, in Collier County, Florida, as more particularly described in the Amended and Restated Declaration and General Protective Covenants for Bay Colony as recorded in Official Records Book 1461, pages 1048 through 1160 of the Public Records of Collier County, Florida.

1.04 "Board of Directors" or "Board" means and refers to the Board of Directors of The Pelican Bay Foundation, Inc.

1.05 "Business Unit" shall mean and refer to each one-tenth of an acre of any commercial or institutional Plot as provided in the PUD, thus each acre of such property shall have ten Business Units assigned to it.

1.06 "Bylaws" means the Bylaws of the Pelican Bay Foundation, Inc.

1.07 "Community Association" means and refers to the Bay Colony Community Association, Inc., a Florida corporation not for profit, which has its principal place of business in Collier County, Florida, its successors and assigns, and which is a property owners' Association that includes all of the neighborhoods in Bay Colony.

1.08 "Declarant" means and refers to WCI Communities, Inc., a Delaware corporation ("WCI"), its successors and assigns. The Declarant shall have the right to designate any other party or entity as a successor in interest, and if such designation occurs, the designated party or entity shall succeed to all of the Declarant's rights and powers as set forth in these documents and in the Assignments.

1.09 "Developed Commercial Properties" shall mean and collectively refer to those parcels described as Waterside Shops, and the Marketplace, as more particularly described in Exhibit "B" attached hereto.

1.10 "Dwelling Unit" or "Unit" means and refers to any residential unit intended for occupancy by one family or household, as provided in the PUD and the amenities appurtenant thereto.

1.11 "Foundation" shall mean and refer to The Pelican Bay Foundation, Inc., a Florida not for profit corporation, a homeowners Association under Florida law, which has its principal place of business in Collier County, Florida, its successors or assigns.

1.12 “Foundation Common Area” shall mean and refer to all real property including any improvements and fixtures thereon, owned, leased or the use of which has been granted to the Foundation for the common use and enjoyment of its Members.

1.13 “Governing Documents” means and refers to Declaration, Articles of Incorporation, Bylaws, Rules and Regulations and the Resolutions of the Foundation, all as may be amended from time to time. In the event of conflict or inconsistency among the documents, the governing provision shall be that first appearing in the following sequence: Declaration, Articles of Incorporation, Bylaws, Rules and Regulations.

1.14 “Gulf Bay Properties” shall mean and collectively refer to those parcels owned by Gulf Bay Development or its affiliates more particularly described in Exhibit “C” attached hereto.

1.15 “Institutional Mortgagee” shall mean the holder of any mortgage against the Property, Plot, Parcel or Dwelling Unit, which holder is a bank, savings and loan association, mortgage company, real estate or mortgage investment trust, pension or profit sharing trust; or the Federal Housing Administration, the Veterans Administration, the Federal National Mortgage Association, the Federal Home Loan Mortgage Corporation, any agency of the United States of America or the Government of the State of Florida, or the holder of a first mortgage which is guaranteed or insured by the Federal Housing Administration, the Veterans Administration, any agency of the United States of America or by any other public or private corporation engaged in the business of guaranteeing or insuring residential mortgage loans, and their successors and assigns. The term also includes any and all individuals, corporations, lending institutions, or other entities, or the successors and assigns of such lenders (herein referred to as the “Lenders”) which have loaned money to the Declarant or any entity or Person which succeeds to Declarant’s position and which hold a mortgage upon any portion of the Properties securing such a loan. The term also includes any mortgagee that the Foundation or Declarant shall declare by instrument in writing and placed of record among the Public Records of Collier County, Florida to be an institutional mortgagee.

1.16 “Member” means and refers to all Persons who are entitled to membership in the Foundation as provided herein and in its Articles and Bylaws.

1.17 “Neighborhood” means and refers to any single family development, condominium project, cluster development, business development or other sub-area development.

1.18 “Neighborhood Association” means and refers to any property owners association, homeowners association, condominium association, or other such entity, their successors and assigns for any particular neighborhood.

1.19 “Neighborhood Common Area” means and refers to all real property including any improvements and fixtures thereon, owned, leased or the use of which has been granted to a Neighborhood Association for the common use and enjoyment of its members.

1.20 "Neighborhood Covenants" means and refers to any and all covenants, conditions, restrictions, and other provisions imposed by recorded instrument applicable to one or more specific Neighborhoods but not to all Neighborhoods.

1.21 "Owner" means and refers to a record owner of a fee simple title to any Plot located within the Properties, but excluding those having an interest in a Plot merely as security for the performance of an obligation.

1.22 "Pelican Bay" means and refers to those certain lands located in Collier County, Florida, within the general boundary of U.S. Highway 41 to the east, Vanderbilt Beach Road to the north, the Gulf of Mexico to the west, and the Seagate Drive to the south, and such other lands as may, from time to time, be added to or subtracted from said lands.

1.23 "P.B.S.D." means and refers to the Pelican Bay Services Division, a special taxing district established by the Board of County Commissioners of Collier County, Florida.

1.24 "Person or Persons" shall mean and include an individual, corporation, governmental agency, business trust, estate, trust, partnership, association, two or more Persons having a joint or common interest, or any other legal entity.

1.25 "Plot" means and refers to a platted lot, a platted parcel, a condominium unit together with the undivided share of the common elements which is appurtenant to the unit, or any quantity of land; including any fixtures and improvements thereon, capable of being described with such definiteness that its location and boundaries may be established.

1.26 "Properties" means and refers to those certain lands subject to this Declaration and described on Exhibit "A" attached hereto and incorporated herein by this reference.

1.27 "Property Unit" means and refers to any Dwelling Unit or any Business Unit; each Plot shall have such number of Property Units as may be assigned to it in accordance with the provisions of this Declaration.

1.28 "PUD" means and refers to the document titled "Planned Unit Development" for Pelican Bay, a Planned Residential Community, dated April 8, 1977, adopted by the Board of County Commissioners of Collier County, Florida, on April 19, 1977, as amended.

1.29 "Rules and Regulations" means and refers to the administrative rules and regulations governing procedures for administering the Foundation and the Properties as adopted by resolution of the Board of Directors, which Rules and Regulations shall not conflict with any of the Declarant's rights and obligations as provided herein.

1.30 "Structure" means and refers to that which is built or constructed, or any piece of work artificially built up or composed of parts joined together in some definite manner the use of which requires more or less permanent location on the ground, or which is attached to something having a permanent location on the ground. The term shall be construed as if followed by the words "or part thereof".

1.31 "Undeveloped Commercial Property" shall mean and refer to that parcel known as the Oakmont Parkway parcel more particularly described in Exhibit "D" attached hereto.

ARTICLE 2 - RIGHTS AND POWERS

2.01 Additions to the Properties.

(a) Upon receipt of the consent of the owner thereof, the Foundation may add additional land to the Properties and thereby subject such additional land to the provisions of this Declaration and the jurisdiction of the Foundation. Any such proposed addition shall require (i) approval by the Board of Directors and (ii) approval by a majority of the voting interests of the Foundation held by Members present and voting in person or by proxy at a meeting of the Members. Addition of land shall be accomplished by recording in the Public Records of Collier County, Florida, a Supplement describing the property being annexed. Any such Supplement shall be signed by the President and the Secretary of the Foundation, and by the owner of the property being added, and any such addition shall be effective upon recording unless otherwise provided therein. Upon recording such Supplement, the annexed property shall become part of the Properties. THE EFFECT OF SUCH AN ADDITION WOULD BE TO ALLOW FOR AN INCREASE IN THE NUMBER OF PLOTS, AND THE NUMBER OF MEMBERS, AND THE NUMBER OF DEVELOPMENT UNITS AND THE TOTAL NUMBER OF VOTES WHICH COULD BE CAST BY MEMBERS OF THE FOUNDATION.

(b) At the time that any additional lands are made subject to this Declaration, the Foundation may record an instrument which (i) modifies any of the provisions of this Declaration insofar as they may apply to such additional lands only, or (ii) creates new provisions applicable only to such additional lands, or (iii) omits the applicability of any of the provisions of this Declaration to such additional lands, or (iv) does any, all, or none of the above.

2.02 Foundation Common Area.

(a) Declarant has previously conveyed, leased or granted a license or other use right to real property within or without Pelican Bay, to the Foundation for such purposes as may be expressed in the instrument of conveyance, lease or grant of license or use. All or a portion of said property has been designated as a Foundation Common Area by Declarant or the Foundation.

(b) Subsequent to the designation of property as Foundation Common Area, the right to use such property may be subject to reasonable rents, fees and other charges in favor of the Foundation, as determined by the Board of Directors from time to time.

2.03 Intentionally Deleted.

2.04 Enforcement.

(a) The Foundation shall have the right, and the power, (i) to enforce the covenants, conditions, restrictions and other provisions of this Declaration, and (ii) to delegate or assign,

either exclusively or non-exclusively, said rights, powers, duties or privileges to a Neighborhood Association, to an Owner, or to any other person.

(b) The Foundation shall have the right and the power to enforce the covenants, conditions, restrictions and other provisions imposed by this Declaration by any proceeding at law or in equity against any Person violating or attempting to violate any such provisions, to restrain any violation or attempted violation of such provisions, to require specific performance of such provisions, to recover damages for violations of such provisions, and against the land to enforce any lien created by this Declaration. Failure by the Foundation, or a Neighborhood Association, or any owner, or any other Person to enforce any of such provisions shall in no event be deemed a waiver of their right to do so thereafter.

(c) The costs and reasonable attorneys' fees, including those resulting from any appellate proceedings, incurred by the Foundation in any action against an Owner to enforce any provision of this Declaration shall be a personal obligation of such Owner which shall be paid by such Owner and any amount thereof which remains due and unpaid shall be a continuing lien upon such Owner's Plot, collectible as provided herein.

2.05 Foundation Inaction.

Nothing in this Declaration shall obligate or require (i) the Foundation to grant any right, power, duty or privilege of any nature or kind to any other entity, or (ii) the Foundation or any other entity to perform any act permitted by this Declaration or by any other recorded instrument, or to enforce any covenant, condition, restriction or other provision hereof or thereof, or to do anything which it does not, in its sole discretion, elect to do so.

ARTICLE 3 - RESTRICTIONS

3.01 Use Restrictions. The Properties may be used for those purposes as provided in the PUD. The PUD contains certain provisions which allow flexibility in assigning and reassigning various land uses to the real property within Pelican Bay. The Properties have previously been assigned land uses under the PUD by Declarant and the land uses assigned shall not be changed or modified without the prior express written approval of the Foundation, which approval may be denied at the sole discretion of the Foundation. Notwithstanding the foregoing, except with respect to real property within Pelican Bay owned by the Foundation, Declarant reserves solely unto itself the right and the power to assign and reassign various land uses to real property within Pelican Bay as provided by the PUD, and to inaugurate and implement variations from, modifications to, or amendments of the PUD and any other governmental plans, land development regulations, development orders and development permits applicable to Pelican Bay, without approval of the Foundation. With respect to real property within Pelican Bay owned by the Foundation, the Foundation shall have the sole right and power to assign and reassign various land uses to such property, and to inaugurate and implement variations from, modifications to, or amendments of the PUD and any other governmental plans, land development regulations, development orders and development permits applicable to such real property.

3.02 Developed Commercial Properties; Undeveloped Commercial Property; Gulf Bay Properties.

(a) If additional retail or office commercial square footage is assigned by the Declarant, subject to the approvals of the appropriate governmental authorities, to any of the Developed Commercial Properties, the Owners of the Developed Commercial Properties where this additional square footage is being utilized shall be required to obtain all approvals as to such new construction (including modifications to existing Structures) required by Article 3 from the Foundation. From and after the issuance of a Certificate of Occupancy for the improvements or modifications to the Developed Commercial Properties, the Owner of that portion of the Developed Commercial Properties shall be required to obtain the approvals required by this Article 3 for any future improvements or modifications within the Developed Commercial Properties from the Foundation.

(b) As to initial, new construction on the Undeveloped Commercial Property, the Owner of any portion of the Undeveloped Commercial Property, shall be required to obtain all design review approvals for such new construction and other approvals required under this Article 3 from the Foundation. From and after the issuance of a Certificate of Occupancy for the new construction on the Undeveloped Commercial Property, the Owner of the Undeveloped Commercial Property shall be required to obtain the approvals required by this Article 3 for any further improvements or modifications within the Undeveloped Commercial Property from the Foundation.

(c) As to initial, new construction on the Gulf Bay Properties, the Owner of the Gulf Bay Property shall be exempt from this Article 3 and all subparagraphs hereunder, except for Declarant's right to approve the exterior lighting in compliance with that certain Settlement Agreement dated April 16, 1997 entered into in the case of Pelican Bay Foundation v. Gulf Bay Land Investments, Inc., Case No. 94-2580-CA-01 and except for any rights of the Foundation pursuant to that certain Agreement dated May 22, 2007 by and between the Foundation and Gulf Bay Land Investments, Inc., a Delaware Corporation entered into as a settlement of the various civil cases enumerated within said Agreement. From and after the issuance of a Certificate of Occupancy for such new construction, the Owner of such portion of the Gulf Bay Properties shall be required to seek all approvals required under Article 3 for any further improvements or modifications within the Gulf Bay Properties from the Foundation.

(d) The provisions of this Article 3 shall not apply to Bay Colony.

3.03 Plans, Specifications and Locations of Structures.

(a) The Foundation, may from time to time, establish and/or modify the standards for the control of the design of all Structures and other work within Pelican Bay.

(b) No Structure shall be commenced, erected, improved or altered, nor shall any grading, excavation or landscaping (including tree removal) be done without the prior written approval of the Foundation.

(c) Each Owner shall, prior to the commencement of any construction, submit in sequence to the Foundation the following materials: (i) a “preliminary concept” plan which shall include various schematic site plans, floor plans and exterior elevations; (ii) “design proposals” which shall include more detailed building and site design documents sufficient and definitive in detail so that there can be determined the character, exterior appearance, exterior materials and colors, and the quality and kind of building and landscape materials proposed; and (iii) “construction plans and specifications” which shall be a true extension of the preliminary concept plans and design proposals. Each Owner, prior to commencement of any exterior alteration of an existing structure, including demolition and reconstruction, or prior to tree removal, shall submit all landscape and construction plans to the Foundation for approval. The Foundation shall, in writing, after receipt of each required submittal, approve, reject or approve, subject to change, such plans, proposals and specifications as are submitted to it as required above. Failure to obtain written approval of the Foundation where applicable, of all such plans, proposals and specifications prior to the commencement of any construction shall be deemed a material breach hereof and the Foundation shall then have the right, in addition to any other right permitted by law or in equity, to proceed in the courts to obtain a mandatory injunction requiring any construction done without said written approval to be torn down or removed forthwith.

(d) The approval, rejection or withholding of any approval by the Foundation of the plans, proposals and specifications and the location of all structures, and every alteration of any structure shall not be construed or interpreted as a representation or determination by the Foundation that any building, plumbing, electrical code or other applicable governmental regulations or requirements have or have not been properly met by the Owner. Each Owner shall be responsible for obtaining all necessary technical data and to make application to and obtain the approval of Collier County, P.B.S.D., and any other appropriate governmental agencies prior to commencement of any work or construction.

(e) The Foundation shall have no duty, responsibility nor liability to any Owner or to any other Person whomsoever in respect to the exercise of its rights or the failure to exercise its rights. The Foundation may reject plans, proposals and specifications based on any grounds or reason whatsoever, including purely aesthetic grounds, in its sole and absolute discretion. The Foundation’s decision to approve, reject or withhold its approval of such work may, in the sole exercise of its discretion, be based upon: (i) the harmony of its exterior design, color and location in relation to, and its effect upon, surrounding structures, vegetation, topography, and the overall community design; (ii) the character of the exterior materials; (iii) the planned quality of the exterior workmanship, (iv) the Foundation’s design and construction standards; (v) the PUD; or (vi) any other material and relevant factors.

3.04. Colors. No exterior colors on any Structure shall be permitted that, in the sole judgment of the Foundation, would be inharmonious or discordant or incongruous with Pelican Bay, the Properties or the particular Neighborhood. Any future exterior color changes desired by Owner must be first approved by the Foundation in writing.

3.05 Factory Built Structures. No structure of any kind of what is commonly known as “factory built”, “modular” or “mobile home” type construction shall be erected without the prior written permission of the Foundation.

3.06 Landscaping. All areas not covered by structures, walkways or paved parking facilities shall be maintained as lawns or landscape areas, with underground sprinkler systems, to the pavement edge of any abutting streets and to the waterline of any abutting lakes, canals or water management areas not to exceed thirty-five feet from the boundary line of a Plot. No stone, gravel, or paving of any type shall be used as a lawn unless approved as part of the final landscape plan. All landscaping shall be completed at the time of completion of the structure as evidenced by the issuance of a Certificate of Occupancy by the appropriate governmental agency, and shall be kept in good and living condition by Owner.

3.07 Driveways and Parking Areas. No gravel, blacktop or other paved residential parking strips will be allowed unless first approved in writing by the Foundation. Driveways and parking areas must be constructed with materials as first approved in writing by the Foundation.

3.08 Underground Utility Lines. All electric, telephone, gas and other utility lines must be installed underground.

3.09 Antennas and Flagpoles. No outside antennas, antenna poles, antenna masts, antenna towers or citizen band (CB) or amateur band (ham) shall be permitted except as approved by the Foundation in writing. A flagpole for display of the American Flag, State of Florida Flag or an Armed Services Flag only and any other flag approved in writing by the Foundation shall be permitted and its design and location must be first approved in writing by the Foundation. An approved flagpole shall not be used as an antenna.

3.10 Temporary Structures. No tents or temporary structures shall be permitted unless their size, appearance and temporary location on the Plot have first been approved by the Foundation in writing. Any signs to be used in conjunction with any tent or temporary structure must also be approved by the Foundation in writing. Adequate landscaping shall be installed and maintained by Owner, around any tent or temporary structure in sufficient quantity so that they shall not be readily visible from any adjacent streets and properties.

3.11 Outdoor Equipment. All garbage and trash containers, oil tanks, bottled gas tanks, swimming pool equipment and housing and sprinkler pumps and other such outdoor equipment must be underground or placed in walled-in or sight-screened fenced-in areas so that they shall not be readily visible from any adjacent streets and properties, or adequate landscaping shall be installed around these facilities and maintained by the Owner.

3.12 Air Conditioners. All air conditioning units shall be shielded and hidden so that they shall not be readily visible from any adjacent streets and properties. Wall air conditioning units may be permitted only upon the prior written approval of the Foundation. Window air conditioning units shall not be permitted.

3.13 Solar Collectors. Solar collectors shall only be permitted at locations and on structures as are first approved in writing by the Foundation.

3.14 Signs. No signs, freestanding or otherwise installed, shall be erected or displayed in or on any Plot or structure, unless the placement, character, form, size, lighting and time of placement of such sign be first approved in writing by the Foundation. All signs must also

conform with governmental codes and regulations and with any master design plans for signs established by the Foundation.

3.15 Walls, Fences and Shutters. No wall or fence shall be constructed with a height of more than six feet above the ground level of an adjoining Plot, and no hedge or shrubbery abutting the Plot lines shall be permitted with a height of more than six feet without the prior written approval of the Foundation. No wall or fence shall be constructed on any Plot until its height, length, type, design, composition, material and location shall have first been approved in writing by the Foundation. The height of any wall or fence shall be measured from the existing property elevations. Any dispute as to height, length, type, design, composition or material shall be resolved by the Foundation, whose decision shall be final. Hurricane or storm shutters shall not be stored on the exterior of the residence.

3.16 Lighting. All exterior lighting of a Plot shall be accomplished in accordance with a lighting plan approved in writing by the Foundation.

3.17 Clothes Drying Area. No outdoor clothes drying area shall be allowed unless approved in writing by the Foundation.

3.18 Trucks, Commercial Vehicles, Recreation Vehicles, Mobile Homes, Boats, Campers and Trailers.

For purposes of this section a truck shall be defined as any vehicle whose payload capacity exceeds ½ ton or any vehicle the primary purpose of which is to carry cargo rather than passengers. Sport Utility Vehicles, within the common meaning of that term, shall not be considered trucks for purposes hereof. A commercial vehicle is defined as any vehicle primarily used for business or commercial purposes.

(a) No truck or commercial vehicle of any kind shall be permitted to be parked for a period of more than four hours unless such vehicle is necessary in the actual construction or repair of a structure or for ground maintenance.

(b) No truck or commercial vehicle, no motorcycle and no recreation vehicle or mobile home, shall be permitted to be parked overnight unless kept fully enclosed inside a structure.

(c) No boat, boat trailer or other trailer of any kind, camper, mobile home or disabled or unlicensed vehicle shall be permitted to be parked or stored unless kept fully enclosed inside a structure.

(d) A truck or commercial vehicle may be permitted to be parked on a Plot assigned Business Units for periods of more than four hours, provided that such a vehicle is necessary and incident to the activities permitted on the Plot. Overnight parking of such a vehicle may be permitted only to the rear of a principal structure on a Plot assigned Business Units.

(e) No vehicle may be used as a domicile or residence, either permanent or temporary.

(f) No more than three vehicles of the following type: automobiles, trucks (½ ton or less), vans, mini-vans and SUV's shall be permitted to be parked outside overnight. Those vehicles parked outside overnight must be parked on the driveway and not on the lawn or street. This section shall apply to single family neighborhoods only.

(g) Paragraphs (a) through (g) shall not be deemed to prohibit any temporary facility permitted pursuant to section 3.10.

(h) Foundation may, in its sole and absolute discretion, grant temporary written authorization for the parking of any vehicle which would otherwise be prohibited. The granting of any such temporary authority shall not constitute a waiver of its right to subsequently enforce any provision contained herein.

3.19 Pets and Animals.

(a) Commonly accepted household pets such as dogs, cats and pet birds may be kept in reasonable numbers. All animals shall be contained on the Owner's Plot and shall not be permitted to roam free. Pets must be caged, carried under the owner's arm or leashed at all times if not on the Owner's Plot. The ability to keep a pet is a privilege, not a right, and the Foundation may revoke the privilege, and order and enforce the removal of any pet which becomes a source of unreasonable annoyance or nuisance to other residents, or whose owner repeatedly refuses or fails to abide by this Section 3.19. Owners must pick up and properly dispose of all pet waste left outside of the Owner's Plot.

(b) Commercial activities involving pets shall not be allowed except that reasonable commercial activities may be permitted on a Plot assigned Business Units upon the written approval of the Foundation. The Foundation may establish limits on the number and kind of pets that may be permitted to be kept on any Plot.

(c) No hogs, pigs, swine, goats, chickens, pigeons, fowl, reptiles or any other type of pet that is not a commonly accepted household pet shall be kept or permitted to be kept.

3.20 Maintenance of Premises. No weeds, underbrush, or other unsightly growth shall be permitted to grow or remain upon any Plot and no refuse or unsightly objects shall be allowed to be placed or suffered to remain upon any Plot. All lawns, landscaping and sprinkler systems and any property, structure, improvement and appurtenance shall be kept in good, safe, clean, neat and attractive conditions and all structures shall be maintained in a finished, painted and attractive condition. Mailboxes shall be installed and maintained by Owner in accordance with regulations established by the Foundation.

3.21 Water Management Areas.

(a) No structure of any kind shall be constructed or erected, nor shall Owner in any way change, alter, impede, revise or otherwise interfere with the flow and the volume of water, in any portion of any water management area reserved for drainage ways, sluiceways or for the accumulation of runoff waters, as reflected in any plat or instrument of record, without the specific written permission of the Foundation and P.B.S.D. Developer of the Exempt Properties

shall not be required to obtain the approvals of the Foundation required by this section 3.21(a) until such time as a Certificate of Occupancy is issued for each individual building (and not collectively).

(b) Owner shall in no way deny or prevent ingress and egress to such water management areas for maintenance or landscape purposes by the Foundation or P.B.S.D. or any appropriate governmental agency that may reasonably require any right of ingress and egress, and easements therefore are hereby specifically reserved and created.

(c) No Plot shall be increased in size by filling in any water or retention and drainage areas that have been or may be created by easement without the prior written consent of the Foundation and P.B.S.D.

3.22 Nuisances. Nothing may or shall be done which may be or may become an annoyance or nuisance to any Person or to a Neighborhood. No obnoxious, unpleasant or offensive activity shall be carried on, nor may anything be done, which can be reasonably construed to constitute a nuisance, public or private in nature.

3.23 The Declarant's and the Foundation's Exculpation. The Declarant and/or the Foundation, as the case may be, may grant, withhold or deny its permission or approval in any instance where its permission or approval is permitted or required without any liability of any nature or kind to Owner or any other Person for any reason whatsoever, and any permission or approval granted shall be binding upon all Persons.

3.24. Owner and Member Compliance

(a) The protective covenants, conditions, restrictions and other provisions of this Declaration shall apply not only to Owners, Members and Persons to whom a Member has delegated his right of use in and to the Foundation Common Area, but also to any other Person occupying an Owner's Plot under lease from the Owner or by permission or invitation of the Owner or his tenants, expressed or implied, licensees, invitees or guests.

(b) Failure of an Owner to notify any Person of the existence of the covenants, conditions, restrictions, and other provisions of this Declaration shall not in any way act to limit or divest the right of the Foundation of enforcement of these provisions and, in addition, the Owner shall be responsible for any and all violations of these provisions by his tenants, delegates, licensees, invitees or guests and by guests, licensees, invitees of his tenants at any time.

3.25 Subdivision and Regulation of Land.

(a) No Plot shall be divided or subdivided without the express written consent of the Foundation, who may impose certain requirements on Owner to comply with the provisions of the PUD. Declarant has previously assigned the number of Dwelling Units for each Plot, and the number of Dwelling Units assigned to each Plot shall not be increased by any Owner and shall not be exceeded without the prior express written approval of the Foundation, which approvals may be denied at the sole discretion of the Foundation. Notwithstanding the foregoing, it is

recognized and acknowledged that Declarant holds unallocated Units under the PUD and Declarant shall have the right to allocate or assign these Units to any real property within Pelican Bay in a manner consistent with the PUD in the sole discretion of Declarant, without approval of the Foundation.

(b) No covenant, conditions, restriction or other provision of this Declaration shall be construed as in any manner limiting or preventing any Plot, and the improvements thereon, from being submitted to a plan of condominium ownership, and particularly a condominium shall not be construed as constituting a subdivision of any Plot provided that the number of Property Units of the condominium is not greater than the number of Property Units assigned to the Plot.

(c) An Owner shall not inaugurate or implement any variation from, modification to, or amendment of the PUD or any other governmental plans, land development regulations, development orders or development permits applicable to Pelican Bay, to the Properties, or to any Plot, without the prior written approval of the Foundation, which approval may be denied at the sole discretion of the Foundation.

3.26 Leasing. Unless otherwise provided by Neighborhood Covenants, no single family dwelling shall be leased more than two times per calendar year and no single family dwelling shall be used or sold on a time share basis.

3.27 Commercial Activities and Business Use. An Owner or occupant residing in a residential unit may conduct business activities within the residence so long as: (i) the existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the residence; (ii) the business activity conforms to all zoning requirements for the Plot and all applicable county ordinances; (iii) the business activity does not involve persons coming onto the Plot who do not reside in the Plot or door-to-door solicitation of other residents of the Plot; and (iv) the business activity is consistent with the residential character of the Plot and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other residents of the Plot as may be determined in the sole discretion of the Board.

ARTICLE 4 - PROPERTY RIGHTS AND FOUNDATION COMMON AREA

4.01. Members Rights and Easements

(a) Every Member or its assignee, shall have a right and easement of enjoyment and use in and to the Foundation Common Area, which right and easement shall be appurtenant to and shall pass with the title to every Plot, subject to:

- (i) the right of the Foundation to charge reasonable admission and other fees for the use of any Foundation Common Area;
- (ii) the right of the Foundation to suspend a Member's right to vote, and a Member's right to the use of Foundation Common Area, for any period during which any regular or special assessment or any other obligation of the Member to the Foundation remains unpaid in excess of 90 days;

(iii) the right of the Foundation to levy fines and suspend a Member's right to vote, and the rights of a Member, Member's tenant, guests, or invitees, or both, to use the Foundation Common Areas for a reasonable period of time after any infraction of the Foundation's rules and regulations or violation of the Governing Documents, all in accordance with Section 4.01 (b).

(iv) the right of the Foundation to dedicate or transfer all or any part of the Foundation Common Area to any governmental agency, public authority, or utility;

(v) the right of the Foundation to borrow money for the purpose of improving the Foundation Common Area and in aid thereof to mortgage Foundation Common Area;

(vi) the right to take such steps as are reasonably necessary to protect the Foundation Common Area against foreclosure; and

(vii) the provisions of this Declaration, or any other applicable recorded instrument, the Articles of Incorporation and Bylaws of the Foundation; and any rules and regulations governing use and enjoyment of the Foundation Common Area adopted by the Foundation.

(b) The Foundation may suspend the rights of a member or a member's tenants, guests or invitees or both, to use common areas and facilities and may levy reasonable fines, not to exceed the maximum amount permitted by law, against any Member or any tenant, guest or invitee. A fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing, except that no such fine shall exceed \$2,500.00 in the aggregate. This subsection shall not apply to a Plot assigned Business Units including but not limited to the Registry Resort and the Ritz-Carlton Hotel and their successors and assigns.

(i) A fine or suspension may not be imposed without notice of at least 14 days to the Person sought to be fined or suspended and an opportunity for a hearing before a committee of at least three members appointed by the Board of Directors of the Foundation, who are not officers, directors, or employees of the Foundation, or the spouse, parent child, brother or sister of an officer, director or employee. If the committee, by majority vote, does not approve a proposed fine or suspension, it may not be imposed. The requirement of a hearing shall not apply to the imposition of suspensions or fines upon any Member because of the Member's failure to pay assessments or other charges when due.

(ii) During any period of suspension, the Member shall have no vested right or privilege of, in, or to the assets, functions, affairs or franchises of the Foundation. Suspension of any Member's membership shall only be a suspension of his rights and privileges to the use and enjoyment of Foundation Common Area and facilities and participation in Foundation affairs, including voting, and shall not prevent or interfere with any Member's right of access to or use of his Property. A suspension shall in no way impair the right and ability of the Foundation to levy and collect any Assessment or to impose and execute upon any lien.

4.02 Delegation of Right

(a) A Member may delegate his right of use in and to the Foundation Common Areas to members of his family, to business and residential tenants who reside or work in or on the Member's Plot and to the Member's guests, but only to the extent and subject to conditions, limitations and restrictions as may be provided for in the Bylaws and in accordance with the Foundation's rules and regulations. Notwithstanding, a residential Member may not assign the right to vote.

(b) Each Member shall be responsible for the actions of any Person to whom the Member has delegated his right to use the Foundation Common Area. Any unpaid charge against such Person shall be charged against such Member personally and be assessed against such Member's Plot. Any infraction of the Foundation's rules and regulations by such Person shall be deemed to be an infraction by such Member.

4.03 Conveyance and Use

(a) The Foundation Common Area is not and shall not be deemed dedicated for use by the general public but is, and shall be, deemed restricted for the common use and enjoyment of Members, tenants and invited guests.

(b) The Foundation Common Area shall be subject to the provisions of Article 3. The uses of the Foundation Common Area shall be in conformity with the uses permitted in Article 3.

(c) No nuisance or obnoxious or offensive activity shall be conducted or permitted on any Foundation Common Area. The Foundation shall have the right and the power in the exercise of its reasonable discretion to determine what activities or uses constitute nuisances or obnoxious or offensive activity. Nothing shall be done within the Foundation Common Area which may be or become a nuisance to residents or Members.

4.04 Maintenance. The Foundation shall be responsible for the maintenance and control of Foundation Common Area and shall keep the same in good, safe, clean, attractive and sanitary condition, order and repair at all times.

4.05 Bay Colony. No real property in Bay Colony shall become Foundation Common Area. Bay Colony may be developed with private streets, which do not permit access to the public, including Members of the Foundation who do not own property or live within Bay Colony.

ARTICLE 5 - MEMBERSHIP AND VOTING RIGHTS

5.01 Members

(a) Every Owner shall be a Member of the Foundation. Membership shall be appurtenant to and may not be separated from ownership of a Plot which is subject to assessment by the Foundation. Notwithstanding, an Owner may assign the Owner's rights to use the Foundation Common Areas in accordance with the Bylaws. An Owner shall not have the right to assign rights to any Persons who are not tenants, business or residential, on the Owner's property. No tenant shall become a Member of the Foundation by virtue of an assignment nor shall any residential Member have the ability to assign voting rights. Declarant shall have the right to delegate its right to use the Foundation Common Areas, including the tram and the boardwalks, to its employees pursuant to Section 2.06 of the Bylaws. The real estate brokers and salespersons employed by the Declarant and the Developer of the Gulf Bay Properties, as defined herein, shall have the right to use the tram and boardwalks as long as Declarant and the developer of the Gulf Bay Properties are actively marketing their property for sale in Pelican Bay.

(b) Members' rights, powers, duties and privileges shall be as set forth in the Articles of Incorporation and Bylaws of the Foundation.

5.02 Voting Rights.

(a) One vote may be cast for each Property Unit assigned to a Plot. In the event that two or more Members are the Owners of a Plot, then the Member who shall be entitled to cast the vote for each Property Unit assigned to such Plot shall be determined by the method provided for in the Foundation Bylaws.

(b) Declarant has previously assigned the number of Property Units, if any, to each Plot. The Foundation shall have the right to reassign the number of Property Units to each Plot based upon a change in circumstances. Any dispute as to the number of Property Units assigned to a Plot or to a Property Unit shall be decided by the Foundation whose decision shall be final. Declarant shall have the right to allocate or assign the unallocated Property Units it owns under the PUD to any real property within Pelican Bay in a manner consistent with the PUD.

5.03 Voting Control

(a) Inasmuch as the total number of outstanding votes at any one time is determined by the total number of Property Units assigned to the total number of Plots within the Properties at that time, subject to this Declaration or such other voting rights as are created by any other recorded instrument which creates membership rights in the Foundation, it is important for all Owners to understand the subjecting of additional lands to this Declaration or the recordation of another instrument subjecting additional lands to the jurisdiction of the Foundation will make the Owners of real property within such additional lands Members of the Foundation, which will increase the total number of votes.

(b) From time to time the Foundation shall designate the number of Property Units assigned for each Plot, whether or not there are any structures located on it. An Owner of a Plot with more than one Property Unit assigned to it shall, in the event that a portion of the Plot is conveyed to another Owner, reassign the number of Property Units originally assigned to the Plot in accordance with any conditions or limitations established by the Foundation, provided that it does not result in the casting of any fractional votes. In the event that an Owner fails or refuses to make any necessary reassignment, then the Foundation may make such reassignment.

5.04 Voting Procedure. All voting shall take place by the method specified in the Bylaws, as the same may be amended from time to time.

ARTICLE 6 - ASSESSMENTS

6.01 Creation of the Lien and Personal Obligation

(a) Each Owner, by acceptance of a deed for a Plot, whether or not it shall be so expressed in such deed, shall be covenanting and agreeing to pay to the Foundation: (i) an initial capital assessment to have been paid at the time of closing of the first conveyance of a Plot to an Owner; (ii) annual assessments (including assessments for the Capital Asset Replacement Fund); (iii) special assessments; and (iv) resale capital assessments.

(b) The assessed value of each Plot as annually determined by the Collier County Property Appraiser pursuant to the applicable provisions of the Rules and Regulations of the State of Florida and of the Florida Statutes and the uniform millage rate annually established by the Foundation, or a per unit basis formula with all units completed or under construction paying a full share and with all Plots or units not under construction paying a one-half share shall be used for the purpose of fixing the amount to be annually assessed against each Plot. Such assessments shall be fixed, levied, established and collected as provided in the Bylaws of the Foundation.

(c) The initial, annual, special and resale capital assessments, together with interest and costs of collection, including reasonable attorneys' fees, which includes those resulting from any appellate proceedings, shall be a continuing lien upon the Plot against which such assessment is made.

(d) The purpose, amount, rate, exemption from and non-payment of initial, annual, special and resale capital assessments, and the establishment of annual budgets shall be as set forth in the Governing Documents.

(e) The Neighborhood Associations shall have the duty and responsibility for collecting and timely remitting to the Foundation any and all Foundation assessments and other charges, if so directed by the Board in writing. For purposes of this section, a writing shall include the minutes of a meeting of the Board. Common Property of the Neighborhood Association, including those areas subject to access easements in favor of the Neighborhood Association, shall not be subject to assessment.

6.02 Golf Course. Because the golf course and clubhouse provide green space and an aesthetic benefit to all Owners, any annual or special assessment provided for herein attributable to the clubhouse and its underlying property will be at only half of the amount that would otherwise be required under the other provisions of this Declaration. There shall not be any annual assessment, special assessment or resale capital assessment in respect of or arising out of the golf course. There shall not be an initial capital assessment in respect of or arising out of the golf course and the clubhouse or its underlying property.

6.03 Lien

(a) If any Owner fails to pay any assessment or make any other payment herein required to be paid to the Foundation within thirty (30) days after written request by the Foundation, then the Foundation is hereby granted a lien on such Owner's Plot, which lien shall secure the payment then due and all sums coming due thereafter up to the date of the satisfaction or other discharge of the claim of lien hereinafter mentioned, together with interest at the highest permitted legal rate under the laws of the State of Florida from date of delinquency, and all costs of collection, including reasonable attorneys' fees, which includes those resulting from appellate proceedings, which may be incurred by the Foundation in enforcing this lien and the costs of performing any other work required to enforce compliance with this Article 6.

(b) The lien herein granted shall be effective from and after the date of recording of a Claim of Lien in the Public Records of Collier County, Florida, which Claim of Lien shall state the description of the property encumbered thereby, the name of the Owner, the amount then due and the date when due and the lien shall continue in effect until all sums secured by said lien, as herein provided, shall have been fully paid, and the lien satisfied or discharged.

(c) The Foundation may bring an action at law against an Owner to pay his personal obligations to the Foundation, or it may foreclose the lien against his Plot. An Owner against whom any such proceeding is successfully brought shall pay all costs of collection, including reasonable attorneys' fees, which includes those resulting from appellate proceedings.

(d) No Owner may waive or otherwise escape liability for the payments provided for herein by non-use or abandonment of his Plot.

6.04 Subordination of the Lien

The lien herein created is specifically declared to be subordinate and inferior to the lien and operation of any first mortgage encumbering the Plot in question given by the Owner to an Institutional Mortgagee.

6.05 Funding Policy. The Foundation operations are funded using three primary funds: an Operating Fund ("Operating Fund"), a Capital Fund ("Capital Fund") and a Replacement Reserve Fund ("Replacement Reserve Fund"). The Board of Directors, at its discretion, may establish other funds they deem necessary or desirable for the normal operation and preservation of the Foundation assets.

(a) The Operating Fund provides for the day to day operations of the Foundation. Within the Operating Fund there is a contingency fund which enables the Foundation to operate for a period of three months in the event of a disaster, or to provide for unbudgeted expenses as the Board of Directors may deem necessary. The source of this fund is the annual operating assessment.

(b) The Capital Fund is used to expand or improve existing assets and shall not be used to repair or replace existing assets. The source of this fund is from initial capital and resale assessments.

(c) The Replacement Reserve Fund provides for major repairs and/or replacement of existing assets. The source of this fund is from an annual replacement reserve assessment.

(d) Borrowing or loaning money between the three funds, or any other co-mingling among the three funds is prohibited. Any operating deficits, projected or actual, must be funded by the approved operating assessments, or by special assessment.

ARTICLE 7 - NEIGHBORHOOD ASSOCIATIONS

7.01 Individual Property

(a) In the event that any Neighborhood Association, which has been granted a right of enforcement, does not enforce any or all provisions of its Neighborhood Covenants or perform any of its duties and responsibilities pursuant to its Articles of Incorporation, Bylaws or rules and regulations, the Foundation may, in its sole discretion, enforce such Neighborhood covenants, and perform such duties and responsibilities, including any and all maintenance provisions, and obtain the payment of the cost of such enforcement and maintenance pursuant to the provisions of Article 6. This section 7.01 shall not apply to Bay Colony.

7.02 Entry Rights

(a) Each Neighborhood Association and each Owner shall permit the Foundation or any agent or employee to enter upon Neighborhood Common Area and upon the Owner's Plot at reasonable times, to carry out the provisions of this Article and the same shall not constitute a trespass.

(b) Such entry shall include, but not be limited to, the right to use of the Neighborhood Association's or Owner's water, from an outside spigot in reasonable amounts, without compensation to the Neighborhood Association or the Owner if used for maintenance on the Foundation Common Area or on the Owner's Plot, as the case may be. This provision shall not be construed as authorizing the entry into any structure located on any Plot.

(c) This section 7.02 shall not apply to Bay Colony.

7.03 Neighborhood Common Area. The Foundation may contract with any Neighborhood Association to provide for the operation and maintenance of its Neighborhood Common Area. This section 7.03 shall not apply to Bay Colony.

ARTICLE 8 - GENERAL AND PROCEDURAL PROVISIONS

8.01 Utility Easements

(a) There is hereby reserved, for the purpose of installing, operating and maintaining governmental, public or private utility facilities, including P.B.S.D. facilities, and for other purposes incidental to the development of the Properties, those easements shown upon any recorded plat and as may be shown on any future recorded plats of the Properties, and there is also hereby reserved within such easements, areas and rights-of-way for such other purposes as the Foundation may deem necessary in the future, in its sole discretion, for the benefit of the Properties.

(b) Declarant hereby reserves the right, and the power, during a period of thirty (30) years from the date of the recordation of this Declaration or of the recordation of the plat or of any other applicable recorded instrument, whichever is later, to declare and file or record, additional easements granting the full free right, power and authority to lay, operate and maintain such drainage facilities, sanitary sewer lines, potable and irrigation water lines, storm sewers, gas and electric lines, communication lines, cable television lines, and such other and further public service facilities as Declarant may deem reasonably necessary, along, through, in, over and under a strip of land up to ten feet in width from all side, front and rear lines of any Plot. The duration of any such easement shall be as set forth in an instrument of record. Said easements and the rights granted shall not be inconsistent with the then existing improvements on the applicable portions of the Plot.

8.02 Public Facilities. Each Owner is vested with the right to benefit from (subject to charges for the use thereof) any water plant and supply system, irrigation water system, gas system, sewage disposal plant and sanitary sewer system, storm sewers, gutters, curbs, bike paths, sidewalks, street lighting and other facilities and services. Each Owner shall install, subject to the written approval of the Foundation and P.B.S.D., all sewer connections, both storm and sanitary, so that direct connections can be made to the nearest street, alley main or collection lines and the plan for such sewer connections shall be submitted to the Foundation and P.B.S.D. for approval prior to commencement of said construction. No Owner shall install any potable or irrigation well or draw irrigation water from any lake or drainage area without the prior written approval of the Foundation and P.B.S.D. and if permission is granted, Owner may be required to connect to central potable or irrigation water systems when available and thereafter to discontinue any private well or system. P.B.S.D. in its sole judgment shall determine when an Owner must connect to central potable or irrigation water systems and disconnect any private system. Owners of the Developed Commercial Properties shall be required to obtain approvals hereunder from the Foundation and Owners of the Undeveloped Commercial Property shall be required to obtain approvals hereunder from Declarant and the P.B.S.D.

8.03 Declaration and General Protective Covenants Run with the Land. ~~(a)~~ The covenants, reservations, restrictions and other provisions of this Declaration shall run with and bind the Properties subject hereto and shall inure to the benefit of the Declarant, the Foundation or any Owner subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of thirty (30) years from (i) the recording of this Second Amended and

Restated Declaration, or (ii) the date of the last addition of land to Pelican Bay or to the Properties in accordance with the provisions of Article 2, whichever is later, after which time these covenants, conditions, restrictions, and other provisions shall automatically be extended for successive periods of ten (10) years, unless an instrument signed by the then Owner of Plots assigned at least two-thirds of the Property Units has been recorded agreeing to terminate these covenants, conditions, restrictions or provisions in whole or in part.

8.04 Completion of Construction – Remedy. When the construction of any structure is once begun, work thereon must be prosecuted diligently and completed within a reasonable time. If for any reason work is discontinued or there is no substantial progress toward completion for a continuous sixty (60) day period, then the Foundation shall have the right to notify the Owner of its intentions herein, enter the Plot and take such steps as might be required to correct the undesirable appearance. The reason for such correction shall be solely in the discretion of the Foundation and may include but not be limited to aesthetic grounds. The Owner shall be liable for all costs incurred in such action as provided herein. With respect to new, initial construction only, neither the Undeveloped Commercial Property nor the Gulf Bay Properties shall be subject to provisions of this Section 8.04. The Developed Commercial Properties shall be exempt from this section 8.04 only if Declarant assigns additional commercial square footage to the Developed Commercial Properties and only as to the parcels receiving the assignment of the additional square footage.

8.05 Duties in Event of Casualty.

(a) If any improvements located on any Plot are destroyed or damaged as a result of fire, windstorm, flood, tornado, hurricane or other casualty, the Owner of such improvements shall remove all debris within ninety (90) days from the date that such damage or destruction occurred.

(b) If the Owner of any Plot fails to remove all debris as required, the Foundation shall give written notice to the Owner of his default. If after thirty (30) days the Owner has not made satisfactory arrangements to meet his obligations, the Foundation shall have the right, but not the obligation, to enter upon the Plot and remove all such debris at the Owner's expense.

8.06 Non-Liability of Declarant and Foundation. Declarant and the Foundation shall not in any way or manner be held liable or responsible for any violation of these covenants, conditions, restrictions or other provisions by any Person other than itself.

8.07 Amendment of Declaration.

(a) This Declaration may be amended as follows: (a) approval by at least two-thirds (2/3) of the voting interests of the Foundation present and voting in person or by proxy at any meeting of the Members, provided that Members holding at least fifty percent (50.0%) of the voting interests of the Foundation vote on the matter, together with (b) the approval or ratification by the Board of Directors. An amendment to this Declaration shall be evidenced by a certificate executed by the Foundation and attaching a copy of the amendment (collectively, the "Certificate"). The amendment shall become effective upon the recording of the Certificate in the Public Records of Collier County, Florida. The full text of any proposed amendment shall be

included in the notice of the meeting of the Members at which the amendment is to be voted upon. No amendment shall change an Owner's share of the liability for assessments or an Owner's voting rights without the written consent of said Owner to the amendment.

(b) Amendments for correction of scrivener's errors or other non-material changes may be made by the Board of Directors alone without the need of consent of any other Person.

8.08 Other Documents. Foundation and any Neighborhood Association or other entity provided for herein or in any applicable recorded instrument shall have such rights, powers, duties, and privileges as set forth herein or in the Articles of Incorporation, Bylaws and other constituent documents of such entity; however, no such entity may have rights, duties, powers or privileges that are in conflict with the provisions of the Declaration which shall prevail in all events of conflict.

8.09 Severability. If any covenant, condition, restriction or other provision of this Declaration is held to be invalid in whole or in part by any Court of competent jurisdiction, then such holding shall in no way affect the validity of the remaining provisions of this Declaration, all of which shall remain in full force and effect.

8.10 Dissolution. In the event of dissolution of the Foundation, in accordance with the terms of its Articles of Incorporation, each Plot shall continue to be subject to the annual assessment specified in Article 6 and each Owner shall continue to be personally obligated to Foundation, or its successors or assigns, for such assessment to the extent that such assessments are required to enable the Foundation or any such successors or assigns to properly maintain, operate and preserve the Foundation Common Area. The provisions of this Section 8.10 shall only apply with regard to the maintenance, operation and preservation of property which has been Foundation Common Area and continues to be so used for the common use and enjoyment of Owners.

8.11 Gender. Wherever in this Declaration the context so requires the singular number shall include the plural, and the converse; and the use of any gender shall be deemed to include all genders.

8.12 Notices

(a) To Foundation. Notice to the Foundation as may be required herein or by its Bylaws shall be in writing and delivered or mailed to the Foundation at its principal place of business as shown by the records of the Secretary of the State of Florida, or at any other location designated by Foundation.

(b) To Owner. Notice to any Owner of a violation of any of these restrictions, or any other notice as may be required herein shall be in writing and shall be delivered or mailed to the Owner at the address shown on the tax rolls of Collier County, Florida, or if not shown thereon, to the address of the Owner, as shown on the deed recorded in the Public Records of Collier County, Florida.

(c) To Declarant. Notice to Declarant as may be required herein or by the Governing Documents shall be in writing and delivered or mailed to Declarant at its principal place of business as shown by the records of the Secretary of the State of Florida, or at any other location designated by Declarant.

8.13 Construction. The provisions of this Declaration shall be liberally interpreted and construed to provide maximum flexibility consistent with the PUD and the purposes set forth herein, including the Preamble.

8.14 Bay Colony. Sections 8.01, 8.04 and 8.05 shall not apply to Bay Colony.

ARTICLE 9 - RITZ-CARLTON HOTEL AND REGISTRY HOTEL

9.01 Ritz-Carlton Hotel. The following provisions of this Declaration shall not apply to the Ritz-Carlton Hotel property described on the attached Exhibit "E": Article 3; Section 6.01 (a)(i); 7.01; 7.02; 7.03; 8.02 and 8.04.

9.02 Registry Resort. Section 3.18 of this Declaration shall not apply to the Registry Resort property described on the attached Exhibit "F".


ARTICLE 10 - MARKETABLE TITLE NOTICE

10.01 Notice. On March 27, 2009, the Foundation caused the Notice required by Chapter 712, Florida Statutes, to be recorded in the Property Record of Collier County, Florida, to ensure that the Declaration and General Protective Covenants for Pelican Bay, originally recorded in Official Records Book 825, Page 1755, et seq., of the Public Records of Collier County, Florida, as amended and restated from time to time, currently binding the Properties, retains its status as the source of marketable title with regard to the transfer of a member's property. A copy of such Notice is attached hereto as Exhibit "G".

IN WITNESS WHEREOF, the Owners of Plots comprising two-thirds (2/3) of the Property Units have approved and accepted this Declaration as of the day and year first written above.

PELICAN BAY FOUNDATION, INC.,
a Florida not-for-profit corporation

ATTEST:



Stephen M. Feldhaus, Secretary

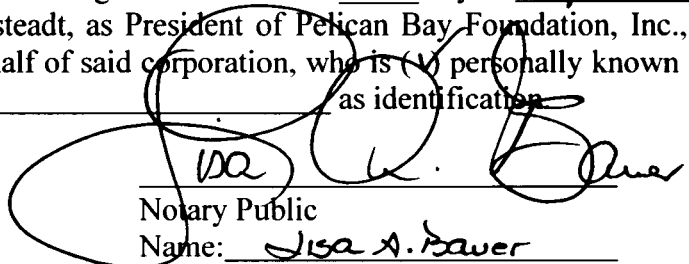
By: 

James Hoppensteadt, President

STATE OF FLORIDA)
) ss.
COUNTY OF COLLIER)

The foregoing instrument was acknowledged before me this 8th day of April, 2009 by James Hoppensteadt, as President of Pelican Bay Foundation, Inc., a Florida not-for-profit corporation, on behalf of said corporation, who is personally known to me or has produced _____ as identification

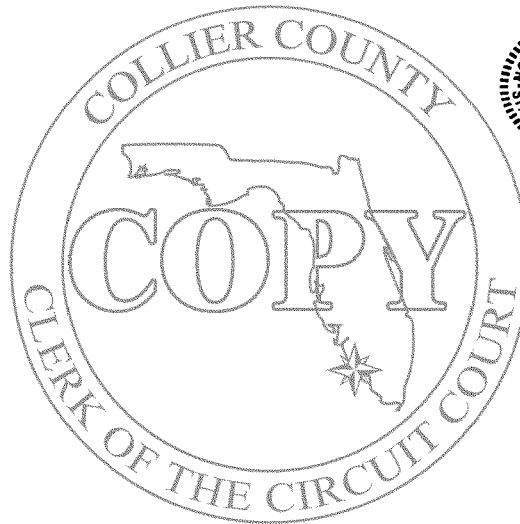
(SEAL)



Notary Public
Name: Lisa A. Bauer

(Type or Print)

My Commission Expires:



Lisa A. Bauer
Commission # DD467253
Expires: AUG. 30, 2009
www.AARONNOTARY.com

Exhibit "A"

Pelican Bay Unit One as recorded in Plat Book 12, Pages 47 through 52, inclusive, of the Public Records of Collier County, Florida.

Parcels "P" and "Q" of Pelican Bay Unit Two as recorded in Plat Book 12, Pages 74 through 79, inclusive, Public Records of Collier County, Florida;

Parcel "Q" of Pelican Bay Unit Two, recorded i Plat Book 12, Page 34, Public Records of Collier County, Florida;

Parcels "R", "S" and "T" of Pelican Bay Unit Three as recorded in Plat Book 13, Page 35, Public Records of Collier County, Florida;

Pelican Bay Unit Four as recorded in Plat Book 13, Pages 30 through 32, inclusive, Public Records of Collier County, Florida;

Parcel "B", Replat of Parcel "B", Pelican Bay Unit Five according to the plat thereof as recorded in Plat Book 14, Page 30, Public Records of Collier County, Florida;

Parcel E, Pelican Bay Unit Five, according to the Plat thereof recorded in Plat Book 13, Page 68, Public Records of Collier County, Florida;

Pelican Bay Unit Six, according to the plat thereof as recorded in Plat Book 14, Pages 31 through 32;

Pelican Bay Unit Seven, as recorded in Plat Book 14, Page 100, of the Public Records of Collier County, Florida;

Pelican Bay Unit Eight, as recorded in Plat Book 15, Pages 27 through 29, inclusive, of the Public Records of Collier County, Florida;

Pelican Bay Unit Nine, as recorded in Plat Book 15, Page 26, of the Public Records of Collier County, Florida;

Sites 1 through 75, Tract A and Tract B, Pelican Bay Unit Ten, as recorded in Plat Book 15, Pages 64 through 67, inclusive, of the Public Records of Collier County, Florida;

Pelican Bay Unit Eleven, as recorded in Plat Book 15, Page 68, of the Public Records of Collier County, Florida;

Pelican Bay Unit Twelve as recorded in Plat Book 17, Pages 83 through 87, inclusive, of the Public Records of Collier County, Florida;

Pelican Bay Unit Thirteen as recorded in Plat Book 164, Pages 80 through 86, inclusive of the Public Records of Collier County, Florida;

✓✓ OR: 4442 PG: 3408 ✓✓

OR: 2938 PG: 1988

✓ OR: 4438 PG: 3754 ✓

Pelican Bay Unit Fourteen, as recorded in Plat Book 16, Pages 23 through 25 of the Public Records of Collier County, Florida;

Pelican Bay Unit Fifteen as recorded in Plat Book 18, Pages 5 through 13, inclusive, of the Public Records of Collier County, Florida;

Pelican Bay Unit Sixteen as recorded in Plat Book 18, Pages 35 through 36, inclusive, of the Public Records of Collier County, Florida;

Sites 1 through 58, Tracts A, B, C, D, E and F as shown on the Plat of Vizcaya at Bay Colony, the plat of which is recorded in Plat Book 18, Pages 37 through 39, Public Records of Collier County, Florida;

Parcel "B", Pelican Bay Unit Nineteen according to the plat thereof recorded in Plat Book 22, Pages 15 through 16, of the Public Records of Collier County, Florida;

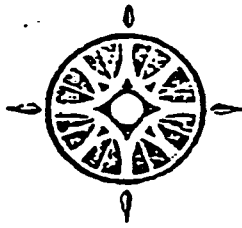
Villa La Palma at Bay Colony, according to the plat thereof recorded in Plat Book 25, Pages 76 through 78, inclusive, of the Public Records of Collier County, Florida;

A parcel of land in Section 4, Township 49 South, Range 25 East, Collier County, Florida, more particularly described as follows:

COMMENCE at the southeast corner of Section 4, Township 49 south, Range 25 East; thence N 0°38'55" W along the east line of said Section 4 and the east right-of-way of U.S. Highway 41 (Tamiami Trail) for 2,339.33 feet; thence S 89°21'05" W for 150.00 feet to an intersection with the west right-of-way of U.S. Highway 41 (Tamiami Trail) and the centerline of Gulf Park Drive; thence continue S 89°21'05" W along the said centerline of Gulf Park Drive for 100.00 feet; thence N 0°38'35" W for 60.00 feet to the north right-of-way line of Gulf Park Drive and the Point of Beginning of the herein described parcel of land; thence S 89°21'05" W for 211.07 feet to the point of curvature of a circular curve concave to the south; thence westerly along the arc of said curve having for its elements a radius of 1,260.00 feet and a central angle of 01°02'34" for 22.93 feet; thence N 0°38'55" W for 240.21 feet; thence N 89°21'05" E for 240.00 feet; thence S 0°38'55" E for 240.00 feet to the Point of Beginning; subject to any easements and restrictions of record that may exist.

F:\WPDCS\RE\Pelican Bay Front\2001\Legal Desc

(5)



WILSON, MILLER, BARTON, SOLL & PEEK, INC.
PROFESSIONAL ENGINEERS, PLANNERS AND LAND SURVEYORS

Description of part of the East 1/2 of
Section 4, Township 49 South, Range 25 East,
Collier County, Florida.
(PARCEL "D", Proposed Pelican Bay Unit Five)

OR-BOOK-
000991

PAGE
10711

All that part of the east 1/2 of Section 4, Township 49 South, Range 25 East, Collier County, Florida, being more particularly described as follows:

Commencing at the southeast corner of said Section 4, thence along the east line of said Section 4, North 0°-38'-55" West, a distance of 2339.33 feet; thence South 89°-21'-05" West, 150.00 feet to the intersection of the west right-of-way line of U.S. 41 (Tamiami Trail) and the centerline of Gulf Park Drive as shown on the plat of record of Pelican Bay Unit No. 2, (Plat Book 12, pages 74 through 79), Collier County Public Records, Collier County, Florida;

thence along the centerline of said Gulf Park Drive, South 89°-21'-05" West, 317.07 feet; thence continue along said centerline, southwesterly 361.86 feet along the arc of a circular curve concave to the south, having a radius of 1200.00 feet and being subtended by a chord which bears South 80°-42'-46" West, 360.49 feet; thence North 17°-55'-34" West, 60.00 feet to the northerly right-of-way line of said Gulf Park Drive and the POINT OF BEGINNING of the Parcel "D" herein described;

thence along said right-of-way line southwesterly 214.01 feet along the arc of a circular curve concave to the south, having a radius of 1260.00 feet and being subtended by a chord which bears South 67°-12'-30" West, 211.75 feet;

thence North 66°-12'-25" West, 399.54 feet;

thence North 13°-47'-55" East, 187.50 feet;

thence North 33°-47'-00" East, 197.63 feet to a point on a curve;

thence southwesterly 193.10 feet along the arc of a non-tangential circular curve concave to the southwest, having a radius of 1002.01 feet and being subtended by a chord which bears South 147°-05'-03" East, 192.80 feet to a point of compound curvature;

thence southeasterly 207.29 feet along the arc of a circular curve concave to the southwest, having a radius of 843.29 feet and being subtended by a chord which bears South 21°-34'-48" East, 206.76 feet;

thence South 14°-34'-49" East, 117.19 feet;

thence southerly and southwesterly 37.81 feet

along the arc of a circular curve concave to the northwest, having a radius of 25.00 feet and being subtended by a chord which bears

South 28°-44'-51" West, 34.31 feet to the northerly right-of-way line of said Gulf Park Drive and the Point of Beginning of the Parcel "D" herein described;

being a part of the east 1/2 of Section 4, Township 49 South, Range 25 East, Collier County, Florida;

bearings are based on the plat of record of said Pelican Bay Unit No. 2;

containing 4.70 Acres of land more or less;

subject to easements and restrictions of record.

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

John E. Boutwell
John E. Boutwell, P.L.S. No. 3934

Date 10-29-82

Not valid unless embossed with the Professional's Seal.

EXHIBIT "A"
- 3 of 30

RECORDER'S MEMO: Legibility of writing, Typing or Printing satisfactory in this document when received

Registered and Verified in Official Records of COLLIER COUNTY, FLORIDA WILLIAM J. BLACK, Clerk By LAURA PRINCE, S.C.

OR: 2938 PG: 1989

OR: 4442 PG: 3409



WILSON, MILLER, BARTON, SOLL & PECK, INC.
PROFESSIONAL ENGINEERS, PLANNERS AND LAND SURVEYORS

✓ OR: 4438 PG: 3756 ✓ (5)

Description of Beach Facility Parcel
in Section 8, Township 49 South,
Range 25 East, Collier County, Florida

All that part of Section 8, Township 49 South, Range 25 East, Collier County, Florida and being described as follows:
Commencing at the northwest corner of Parcel "D", Pelican Bay Unit One according to the plat thereof as recorded in Plat Book 12, pages 47 thru 52, Collier County Public Records, Collier County, Florida; thence along the westerly line of said Parcel "D", South 1°-39'-00" East 167.00 feet;
thence South 77°-45'-59" West 1866.52 feet to a point on the Florida Department of Natural Resources Coastal Construction Control Line and the POINT OF BEGINNING of the parcel herein described;
thence continue along said Control Line South 4°-11'-15.7" East 618.31 feet;
thence continue along said Control Line South 5°-52'-49.9" East 425 feet more or less to the Mean High Water Line of Clam Pass; thence northwesterly along the Mean High Water Line of said Clam Pass and northwesterly along the Mean High Water Line of the Gulf of Mexico, 1150 feet more or less to a point which lies on a line that bears South 89°-26'-00" West from the Point of Beginning; thence along said line North 89°-26'-00" East 181 feet more or less to the Point of Beginning of the parcel herein described;
subject to easements and restrictions of record;
containing 3.8 acres of land more or less.

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

BY Wilbur M. Christiansen, Jr. P.L.S.
~~Wilbur M. Christiansen, Jr. P.L.S.~~

Not valid unless Embossed with the Professional's Seal.

W.O. 19847

December 17, 1981

Ref: 4L-56

001208
DR:BOOK

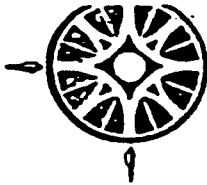
001237
PAGE

W. R. WILSON, P.L., P.L.S. • R. W. MILLER, P.E. • W. L. BARTON, P.E. • C. H. SOLL, P.L.S. • T. R. PECK, P.E., P.L.S.
W. M. CHRISTIANSEN, JR., P.L.S. • F. T. BARBER, III, P.E. • J. S. AGNOLI, P.L.S. • C. H. SCHNEIDER, P.L.
1343 AIRPORT ROAD, NORTH • NAPLES, FLORIDA 33942 • TELEPHONE: 775-1124

EXHIBIT "A"
4 of 30

Recorded and Filing
in Official Records of
COLLIER COUNTY, FLORIDA

OR: 2938 PG: 1990
OR: 4442 PG: 3410



WILSON, MILLER, BARTON, SOLL & PEEK,
PROFESSIONAL ENGINEERS PLANNERS AND LAND SURVEYORS

00-059
OR BOOK

Description of Part of Parcel "E"
Pelican Bay Unit Five (PB 13 pg. 68-70)
Collier County, Florida

Parcel "E" North (Revised)
(For Westinghouse Communities of Naples, Inc.)

All that part of Parcel "E" of Pelican Bay Unit Five according the plat thereof as recorded in Plat Book 13 pages 68 through 70, Collier County Public Records, Collier County, Florida and being more particularly described as follows:

Commencing at the southwest corner of Parcel "E" of said Pelican Bay Unit Five;

thence along the westerly line of said Parcel "E" North 16°-20'-05" West 374.00 feet to the POINT OF BEGINNING of the parcel herein described;

thence continue along the westerly line of said parcel "E" North 16°-20'-05" West 757.00 feet;

thence continue along said westerly line North 27°-51'-55" East 100.00;

thence along the northerly line of said parcel "E" North 66°-09'-07" East 388.42 feet;

thence along the northeasterly line of said parcel "E" South 25°-23'-45" East 55.04 feet to a point of curvature;

thence continue southeasterly 710.35 feet along said northeasterly line and the arc of a circular curve concave to the northeast, having a radius of 1550.00, through a central angle of 26°-15'-30", and being subtended by a chord, which bears South 38°-31'-30" East 704.16 feet;

thence leaving said northeasterly line South 38°-20'-45" West 282.16 feet;

thence South 73°-39'-55" West 389.20 feet;

thence South 43°-39'-55" West 20.00 feet;

thence South 73°-39'-55" West 92.68 feet to the Point of Beginning of the parcel herein described;

subject to easements and restrictions of record; containing 11.02 acres of land more or less.

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

By *Wilbur M. Christiansen, Jr.* 12/1/83
Wilbur M. Christiansen, Jr., P. E. #2765

Date: Dec. 5, 1983
W.O. #21747
Ref: 4L-299

Box
12/6

OR: 2938 PG: 1991

00-059
PAGE

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~~01:73~~

~~OR BOOK~~

PAGE (9)

DESCRIPTION OF LANDS SURVEYED

PART I

PART OF PARCEL "E", PELICAN BAY, UNIT FIVE, AS RECORDED IN PLAT BOOK 13, PAGES 68 THROUGH 70, COLLIER COUNTY PUBLIC RECORDS, COLLIER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID PARCEL "E"; THENCE NORTH 16° 20' 05" WEST ALONG THE WESTERLY LINE OF SAID PARCEL "E", A DISTANCE OF 374.00 FEET; THENCE LEAVING SAID WESTERLY LINE OF SAID PARCEL "E" NORTH 73° 39' 55" EAST 250.75 FEET TO THE POINT OF BEGINNING OF PART I HEREIN BEING DESCRIBED;

THENCE CONTINUE NORTH 73° 39' 55" EAST 251.63 FEET;

THENCE NORTH 38° 20' 45" EAST 285.38 FEET TO AN INTERSECTION WITH THE ARC OF A NON-TANGENT CIRCULAR CURVE, CONCAVE NORTHEASTERLY, WHOSE RADIUS POINT BEARS NORTH 37° 58' 35" EAST 1,550.00 FEET AND HAS A CENTRAL ANGLE OF 0° 22' 10", SAID INTERSECTION BEING A POINT ON THE SOUTHWESTERLY RIGHT-OF-WAY LINE OF GREEN TREE DRIVE;

THENCE NORTHWESTERLY ALONG THE ARC OF SAID CIRCULAR CURVE AND ALONG SAID SOUTHWESTERLY RIGHT-OF-WAY LINE 10.00 FEET, BEING SUBTENDED BY A CHORD WHICH BEARS NORTH 51° 50' 20" WEST 10.00 FEET;

THENCE LEAVING SAID SOUTHWESTERLY RIGHT-OF-WAY LINE SOUTH 38° 20' 45" WEST 282.16 FEET;

THENCE SOUTH 73° 39' 55" WEST 248.45 FEET;

THENCE SOUTH 16° 20' 05" EAST 10.00 FEET TO THE POINT OF BEGINNING OF PART I HEREIN DESCRIBED;

SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD;

CONTAINING 0.123 ACRES OF LAND MORE OR LESS;

BEARINGS ARE BASED ON THE PLAT OF PELICAN BAY, UNIT FIVE (PLAT BOOK 13, PAGES 68-70).

AGNOLI, ASSAAD, BARBER & BRUNDAGE, INC.
PROFESSIONAL ENGINEERS, PLANNERS AND LAND SURVEYORS

BY Charles J. Dunbar
CHARLES J. DUNBAR, P.L.S. No. 4096

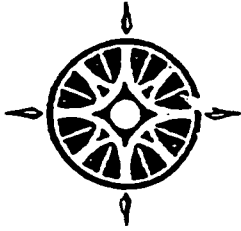
DATE 6/7/85

OR: 2938 PG: 1992

✓
OR: 4438 PG: 3758 ✓

SEARCHED AND INDEXED
IN COLLIER COUNTY, FLORIDA
PLAT BOOK 13, PAGES 68-70
RECORDED 6/11/85
CLERK OF COLLIER COUNTY

EXC
6/7/85



~~001155~~

~~000051~~

~~00 BOOK~~

~~PAGE~~

(10)

WILSON, MILLER, BARTON, SOLL & PEEK, INC.
PROFESSIONAL ENGINEERS, PLANNERS AND LAND SURVEYORS

REPLY TO: (✓)

NAPLES OFFICE

1343 Airport Road North
Naples, Florida 34102
(813) 775-1124

SONITA SPRINGS OFFICE

1951 Sonita Beach Road, S.E.
Sonita Springs, Florida 33922
(813) 597-2288, 335-7943

FORT MYERS OFFICE

1625 Henry Street, Suite 102
P. O. Box 2800
Fort Myers, Florida 33902
(813) 337-4611

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 M. SCHNEIDER, P.E.
BENJAMIN C. PRATT, P.E., P.L.S.
CARL M. SOLL, P.L.S.
FERMIN A. DIAZ, P.E.
JOHN E. SOUTHWELL, P.L.S.
GARY L. DANCA, C.P.A.

Description of part of Parcel "C" of Pelican Bay Unit Five
(Plat Book 13, pages 68-70) Collier County, Florida

For: Westinghouse Communities of Naples

All that part of Parcel "C" of Pelican Bay Unit Five according to
the plat thereof as recorded in Plat Book 13, pages 63-70, Public
Records of Collier County, Florida;

being more particularly described as follows:

BEGINNING at the southerlymost corner of said Parcel "C";

thence along the southwesterly line of said Parcel "C", North
51°-17'-16" West 236.140 feet;

thence continue along the boundary of said Parcel "C", North
32°-59'-05" West 470.62 feet to the north line of said Parcel
"C";

thence along said line, South 83°-31'-29" East 475.43 feet;

thence South 66°-12'-25" East 199.54 feet to the north
right-of-way line of Gulf Park Drive as shown on said Plat of
Pelican Bay Unit Five;

thence along said line, southwesterly 519.67 feet along the arc
of a non-tangential circular curve concave to the southeast
having a central angle of 23°-17'-51" and being subtended by a
chord which bears South 50°-31'-37" West 515.99 feet to the
southerlymost corner of said Parcel "C" and the Point of
Beginning of the parcel herein described;

subject to easements and restrictions of record;
containing 4.99 acres more or less.

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

BY John E. Southwell
John E. Southwell, P.L.S. 3934

DATE August 12, 1985

W.O. 24336
Ref: 46-377 (JEB:kjd pel-bay)

EXHIBIT "A"
7 of 30

Record and Verify
in Office Records of
COLLIER COUNTY, FLORIDA
WILLIAM J. REAGAN
Clerk of Circuit Court

2130

✓✓ OR: 4442 PG: 3413 ✓
OR: 2938 PG: 1993

OR: 4438 PG: 3759



OR: 4438 PG: 3760 (11+32)

OR BOOK
001585

Description of part of Section 32,
Township 48 South, Range 25 East,
Collier County, Florida.

(Annex Parking Site)

or
/ 11

All that part of Section 32, Township 48 South, Range 25 East,
Collier County, Florida, being more particularly described as
follows:

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PAGE

Commencing at the southeast corner of said Section 32;
thence along the east line of said Section 32, North 00°-38'-50"
West 3437.06 feet to the southerly right-of-way line of State Road
S-662 (Vanderbilt Beach Road);
thence along said right-of-way line North 80°-08'-20" West 826.38
feet to a point on the easterly boundary line of those lands as
described in O.R. Book 1073, page 1444, Collier County Public
Records, Collier County, Florida and to the POINT OF BEGINNING of
the parcel herein described;
thence along the easterly line of said described lands South
09°-51'-40" West 175.00 feet;
thence continue along said easterly line South 40°-00'-00" East
38.00 feet;
thence leaving said easterly line continue South 40°-00'-00"
East 430.00 feet;
thence South 72°-00'-00" East 139.88 feet;
thence North 09°-51'-40" East 496.49 feet to said southerly
right-of-way line of State Road S-662 (Vanderbilt Beach Road);
thence along said southerly right-of-way line North 80°-08'-20"
West 496.24 feet to the point of beginning of the parcel herein
described;

containing 4.22 acres of land more or less;
subject to easements and restrictions of record.

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

BY Walter K. Christiansen DATE 12/23/85
Walter K. Christiansen, Jr., P.L.S. #2765

Not valid unless embossed with the Professional's seal.

W.O. 24880
Ref: 4L-388 (LS:kd annex)

Exhibit "A"
8 of 30

Recorded and indexed
in Official Records of
COLLIER COUNTY, FLORIDA
JAMES C. OLES, CLERK

OR: 4442 PG: 3414 ✓
OR: 2938 PG: 1994



Description for Boardwalk Parcel in Section 8 and Section 9, Township 49 South, Range 25 East, Collier County, Florida.

0-0-2-8-8
DR-BOOK

All that part of Section 8 and Section 9, Township 49 South, Range 25 East, Collier County, Florida and all that part of Parcel "D" of Pelican Bay Unit One according to the plat thereof as recorded in Plat Book 12, pages 47 thru 52, Collier County Public Records, Collier County, Florida and being described as follows; Commencing at the northwest corner of Parcel "D" of said plat of Pelican Bay Unit One;

thence along the westerly line of said Parcel "D", South 1°-39'-00" East 167.00 feet;
thence continue along said westerly line South 38°-56'-00" West 309.00 feet;
thence continue along said westerly line South 4°-22'-00" West 234.00 feet;
thence continue along said westerly line South 16°-42'-35" East 14.87 feet to the POINT OF BEGINNING of the parcel herein described;
thence North 76°-06'-36" East 36.49 feet to the westerly drainage easement line of Pelican Bay Improvement District Detention Area 3;
thence along said westerly line southwesterly 16.77 feet along the arc of a non-tangential circular curve concave to the east, having a radius of 84.00 feet and being subtended by a chord which bears South 3°-10'-00" West 16.74 feet;
thence South 76°-06'-36" West 91.06 feet;
thence South 73°-07'-17" West 109.86 feet;
thence South 55°-08'-05" West 31.35 feet;
thence South 66°-30'-56" West 172.40 feet;
thence South 76°-45'-29" West 59.11 feet;
thence South 83°-54'-09" West 22.37 feet to a point on a curve;
thence westerly 41.51 feet along the arc of a non-tangential circular curve concave to the south having a radius of 88.00 feet and being subtended by a chord which bears South 87°-18'-43" West 41.15 feet to a point of tangency;
thence South 73°-47'-31" West 49.64 feet;
thence South 69°-28'-47" West 26.70 feet;
thence South 20°-31'-13" East 5.00 feet;
thence South 69°-28'-47" West 53.20 feet;
thence North 20°-31'-13" West 5.00 feet;
thence South 69°-28'-47" West 12.28 feet;
thence South 75°-06'-25" West 16.49 feet;
thence South 80°-46'-41" West 17.27 feet to a point on a curve;
thence westerly 168.55 feet along the arc of a non-tangential circular curve concave to the south having a radius of 709.01 feet and being subtended by a chord which bears North 86°-51'-19" West 168.15 feet to a point of tangency;
thence South 86°-20'-04" West 32.61 feet;
thence South 3°-39'-56" East 5.00 feet;
thence South 86°-20'-04" West 53.00 feet;
thence North 3°-39'-56" West 5.00 feet;
thence South 86°-20'-04" West 12.23 feet;
thence North 89°-38'-44" West 281.97 feet to a point of curvature;
thence southwesterly 47.28 feet along the arc of a circular curve concave to the southeast, having a radius of 37.70 feet and being subtended by a chord which bears South 54°-25'-40" West 44.24 feet to a point of tangency;
thence South 18°-30'-03" West 15.16 feet to a point of curvature;
thence southwesterly 77.55 feet along the arc of a circular curve concave to the northwest, having a radius of 68.00 feet and being subtended by a chord which bears South 51°-10'-14" West 73.41 feet to a point of tangency;

0-0-2-8-8
DR-BOOK

✓ OR: 4442 PG: 3415 ✓
OR: 2938 PG: 1995

OR: 4438 PG: 3761

continued

Description for Boardwalk
Parcel in Section 9,
Township 49 South, Range 25 East,
Collier County, Florida.

(15)
OR: 4438 PG: 3762 ✓

✓ OR: 4442 PG: 3416 ✓
OR: 2938 PG: 1996

thence South 83°-50'-25" West 18.22 feet;
 thence South 6°-09'-35" East 5.00 feet;
 thence South 83°-50'-25" West 53.00 feet;
 thence North 6°-09'-35" West 5.00 feet;
 thence South 83°-50'-25" West 27.39 feet;
 thence North 87°-12'-53" West 29.44 feet;
 thence South 85°-20'-36" West 13.21 feet;
 thence South 68°-50'-49" West 32.24 feet to a point of curvature;
 thence westerly 42.58 feet along the arc of a circular curve
 concave to the north, having a radius of 80.23 feet and being
 subtended by a chord which bears South 81°-03'-03" West 42.08 feet
 to a point of tangency;
 thence North 80°-44'-44" West 23.00 feet to a point of curvature;
 thence southwesterly 51.12 feet along the arc of a circular curve
 concave to the south having a radius of 60.72 feet and being
 subtended by a chord which bears South 75°-08'-16" West 49.62 feet
 to a point of tangency;
 thence South 51°-01'-16" West 15.85 feet to a point of curvature;
 thence westerly 140.23 feet along the arc of a circular curve
 concave to the north having a radius of 138.92 feet and being
 subtended by a chord which bears South 79°-56'-21" West 134.35
 feet to a point on said curve;
 thence South 32°-17'-44" West 6.05 feet;
 thence North 57°-42'-16" West 26.85 feet to the Florida Department
 of Natural Resources Coastal Construction Control Line;
 thence along said line North 4°-11'-15.7" West 32.34 feet;
 thence South 57°-42'-16" East 46.08 feet;
 thence South 32°-17'-44" West 3.44 feet to a point on a curve;
 thence easterly 120.24 feet along the arc of a non-tangential
 circular curve concave to the north, having a radius of 122.92
 feet and being subtended by a chord which bears
 North 79°-02'-41" East 115.51 feet to a point of tangency;
 thence North 51°-01'-16" East 15.85 feet to a point of curvature;
 thence northeasterly 64.59 feet along the arc of a circular curve
 concave to the south, having a radius of 76.72 feet and being
 subtended by a chord which bears North 75°-08'-16" East 62.70 feet
 to a point of tangency;
 thence South 80°-44'-44" East 23.00 feet to a point of curvature;
 thence easterly 34.09 feet along the arc of a circular curve
 concave to the north, having a radius of 64.23 feet and being
 subtended by a chord which bears North 84°-03'-03" East 33.69 feet
 to a point of tangency;
 thence North 68°-50'-49" East 34.56 feet;
 thence North 85°-20'-36" East 16.57 feet;
 thence South 87°-12'-53" East 29.23 feet;
 thence North 83°-50'-25" East 97.35 feet to a point of curvature;
 thence northeasterly 59.30 feet along the arc of a circular curve
 concave to the northwest, having a radius of 52.00 feet and being
 subtended by a chord which bears North 51°-10'-14" East 56.14 feet
 to a point of tangency;
 thence North 18°-30'-03" East 15.16 feet to a point of curvature;
 thence northeasterly 67.34 feet along the arc of a circular curve
 concave to the southeast, having a radius of 53.70 feet and being
 subtended by a chord which bears North 54°-25'-40" East 63.02 feet
 to a point of tangency;
 thence South 89°-38'-44" East 281.41 feet;
 thence North 86°-20'-04" East 11.67 feet;
 thence North 3°-39'-56" West 5.00 feet;
 thence North 86°-20'-04" East 53.00 feet;
 thence South 3°-39'-56" East 5.00 feet;

continued

Description for Boardwalk
Parcel in Section 9,
Township 49 South, Range 25 East,
Collier County, Florida.

thence North 86°-20'-04" East 32.61 feet to a point of curvature;
thence easterly 169.64 feet along the arc of a circular curve
concave to the south, having a radius of 725.01 feet and being
subtended by a chord which bears South 86°-57'-46" East 169.25
feet to a point on said curve;
thence North 80°-46'-41" East 13.79 feet;
thence North 75°-06'-25" East 14.91 feet;
thence North 69°-28'-47" East 91.99 feet;
thence North 73°-47'-31" East 50.24 feet to a point of curvature;
thence easterly 46.60 feet along the arc of a circular curve
concave to the south having a radius of 104.00 feet and being
subtended by a chord which bears North 86°-37'-45" East 46.22 feet
to a point on said curve;
thence North 83°-54'-09" East 19.09 feet;
thence North 76°-45'-29" East 56.68 feet;
thence North 66°-30'-56" East 14.37 feet;
thence North 55°-08'-05" East 32.29 feet;
thence North 73°-07'-17" East 12.81 feet;
thence North 76°-06'-36" East 59.90 feet to the point of beginning
of the parcel herein described;

subject to easements and restrictions of record;
containing 0.66 acres of land more or less.

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

BY Wilbur M. Christiansen, Jr. P.L.S.
Wilbur M. Christiansen, Jr., P.L.S.

Not Valid unless Embossed with the Professional's Seal.

Ref: SL-56

December 17, 1981

W.O. 19847

OR: 4442 PG: 3417 ✓
OR: 2938 PG: 1997

✓ OR: 4438 PG: 3764 ✓ (16+33)

OR BOOK
#02346

Description of part of Section 32,
Township 48 South, Range 25 East,
Collier County, Florida.

(2.80+ acre parcel east of Ritz and
south of Annex parking parcel)
ordered by Jack McKenna

All that part of Section 32, Township 48 South, Range 25 East,
Collier County, Florida, being more particularly described as
follows;

Commencing at the southeast corner of said Section 32;
thence along the east line of said Section 32, North 00°-38'-50"
West 3437.06 feet to the southerly right-of-way line of State Road
S-862 (Vanderbilt Beach Road);
thence along said right-of-way line North 80°-08'-20" West 826.38
feet to a point on the easterly boundary line of those lands as
described in O.R. Book 1073, page 1444, Collier County Public
Records, Collier County, Florida;
thence along the easterly line of said described lands South
09°-51'-40" West 175.00 feet;
thence continue along said easterly line South 40°-00'-00" East
38.00 feet to the POINT OF BEGINNING of the parcel herein
described;
thence leaving said easterly line continue South 40°-00'-00"
East 430.00 feet;
thence South 72°-00'-00" East 54.88 feet;
thence South 15°-30'-00" West 176.49 feet to a point on a
curve;
thence southwesterly 376.44 feet along the arc of a
non-tangential circular curve concave to the southeast, having
a radius of 801.03 feet and being subtended by a chord which
bears South 88°-31'-48" West 372.98 feet to a point on said
curve and the boundary of the Ritz-Carlton Hotel Site;
thence along said boundary North 9°-51'-40" East 533.89 feet to
the Point of Beginning of the parcel herein described;
containing 2.80 acres of land more or less;
subject to easements and restrictions of record.

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

By John E. Boutwell DATE Feb. 12, 1987
John E. Boutwell, P.L.S. #3934

Not valid unless embossed with the Professional's seal.

W.O. 27035
Ref: 3L-250 pending (LS:kd lake-3)
Date: February 11, 1987

EXHIBIT "A"
12 of 30

Recording and Return
in Office of Records of
COLLIER COUNTY, FLORIDA
JAMES C. GILES, CLERK

Jm

✓ OR: 4442 PG: 3418 ✓
OR: 2938 PG: 1998



OR: 4438 PG: 3765 (17)

Description of part of Section 4,
 Township 49 South, Range 25 East,
 Pelican Bay, Collier County, Florida

(Area 4)
 (not surveyed)
 (ordered by Walt Carter).

All that part of Section 4, Township 49 South, Range 25 East,
 Collier County, Florida, being more particularly described as
 follows:

Beginning at the northeast corner of Parcel "S", Pelican Bay
 Unit Three according to the plat thereof as recorded in Plat
 Book 13, page 35, Public Records of Collier County, Florida;
 thence along the northerly line of said Parcel "S" westerly
 494.66 feet along the arc of a circular curve concave to the
 south, having a radius of 3707.93 feet and being subtended by
 a chord which bears South 47°-52'-18.5" West 494.29 feet to a
 point on a curve and a line which lies 120 feet easterly of
 and parallel with (as measured at right angles to) the
 westerly line of those lands as described in O.R. Book 1012,
 pages 700-709 (inclusive), Public Records of Collier County,
 Florida:

thence along said parallel line in the following five (5)
 described courses:

- 1) North 25°-51'-00" West 532.00 feet;
- 2) northwesterly and northerly 511.72 feet along the arc of a
 circular curve concave to the east, having a radius of
 1955.00 feet and being subtended by a chord which bears
 North 09°-29'-42" West, 601.35 feet;
- 3) North 06°-57'-36" East 570.00 feet;
- 4) northerly and northwesterly 687.59 feet along the arc of a
 circular curve concave to the west, having a radius of
 2251.12 feet and being subtended by a chord which bears
 North 01°-47'-41" West 695.25 feet;
- 5) North 10°-32'-52" West 168.86 feet to the boundary of
 Parcel "N", Pelican Bay Unit Two, according to the plat
 thereof as recorded in Plat Book 12, page 76, Public
 Records of Collier County, Florida;

thence easterly and southerly along the boundary of said
 Parcel "N" in the following six (6) described courses:

- 1) North 85°-05'-53" East 430.75 feet;
- 2) North 67°-42'-53" East 516.00 feet;
- 3) South 10°-41'-05" East 1331.00 feet;
- 4) South 40°-24'-55" West 430.00 feet;
- 5) South 11°-14'-05" East 507.00 feet;
- 6) South 25°-18'-05" East 523.01 feet to the northeast corner
 of said Parcel "S", Pelican Bay Unit Three and the Point
 of Beginning of the parcel herein described;

containing 35.28 acres of land more or less;
 subject to easements and restrictions of record.

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

BY Wilbur M. Christiansen, Jr. DATE 12/16/87
 Wilbur M. Christiansen, Jr., P.E.S. #2765

Not valid unless embossed with the Professional's seal.

W.O. 5313.2
 Ref: 3L-270 (DS:kjd area 4)
 Date: December 9, 1987

EXHIBIT "A"
 13 of 30
 AREA 4

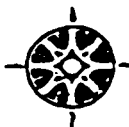
Recorded and Indexed
 in Official Records of
 COLLIER COUNTY, FLORIDA
 JAMES C GILES CLERK
 Recorded and Indexed
 in Official Records of
 COLLIER COUNTY, FLORIDA
 JAMES C GILES CLERK

OR: 4442 PG: 3419 ✓
 OR: 2938 PG: 1999

001320
 DR BOOK

007392
 PAGE
 DR BOOK

001314
 PAGE



(21)

Legal Description of part of Section 4,
Township 49 South, Range 25 East,
Collier County, Florida

(Parcel 1A adjacent to Site 1
Pelican Bay Unit 9
P.B. 15, page 25)

All that part of Section 4, Township 49 South, Range 25 East,
Collier County, Florida, being more particularly described as
follows:

Beginning at the southeast corner of Site 1, Pelican Bay Unit
Nine according to the plat thereof as recorded in Plat Book 15,
page 26, Public Records of Collier County, Florida:
thence along the easterly line of said Site 1 North 03°-00'-00"
West 83.00 feet;
thence continue along said easterly line North 07°-15'-00" East
63.02 feet to the northeast corner of said site;
thence North 82°-30'-00" East 170.00 feet;
thence South 25°-35'-10" West 171.66 feet;
thence North 90°-00'-00" West 100.00 feet to the Point of
Beginning of the parcel herein described:

subject to a Pelican Bay Improvement District Drainage Easement as
recorded in O.R. Book 1521, page 2075, Public Records of Collier
County, Florida;
subject to easements and restrictions of record:
containing 0.48 acres more or less.

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

BY: *[Signature]* DATE: 9-26-88
ELIZABETH S. SAUNDERS, P.E. 134576

Not valid unless embossed with the professional's seal.

N.O. 7371
Ref: PL-317 (AST-12 la site 1 Pelican Bay)
Date: September 21, 1988

Exhibit "A"
14 of 30

RAYMOND W. MILLER P.E. · WILLIAM L. BARTON P.E. · THOMAS R. PEEK P.E. PLS. · WILSON M. CHRISTENSEN PLS. · CLYDE W. SCHNEIDER P.E.
BENJAMIN FRANK PLS. · CARL W. SOLL PLS. · JERRY A. DAZ PLS. · LONNIE SOUTHWELL PLS. · CAROL DAVIS CPA · ALAN R. HENNINGER AICP
Fax: (813) 337-4511

RECORDER'S MEMO: Legibility
of Writing, Typing or Printing
unsatisfactory in this document
when received.

✓ OR: 4442 PG: 3420 ✓
✓ OR: 2938 PG: 2000

✓ OR: 4438 PG: 3766 ✓



OR BOOK

EXCISE

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

ENGINEERS PLANNERS SURVEYORS
1283 AIRPORT-BULLING ROAD NORTH, NAPLES, FLORIDA 33942-9986 (813) 843-4343

(21)

Legal Description of part of Section 4,
Township 49 South, Range 25 East,
Collier County, Florida

(Parcel 3A adjacent to Site 3
Pelican Bay Unit 9
P.B. 15, page 26)

All that part of Section 4, Township 49 South, Range 25 East,
Collier County, Florida, being more particularly described as
follows:

Beginning at the southeast corner of Site 3, Pelican Bay Unit
Nine according to the plat thereof as recorded in Plat Book 15,
page 26, Public Records of Collier County, Florida:
thence along the easterly line of said Site 3 North 07°-15'-00"
East 141.98 feet;
thence continue along said easterly line North 0°-15'-00" West
20.57 feet to the northeast corner of said site;
thence North 88°-30'-00" East 140.00 feet;
thence South 04°-19'-40" East 161.20 feet;
thence South 98°-30'-00" West 170.00 feet to the Point of
Beginning of the parcel herein described;

subject to a Pelican Bay Improvement District Drainage Easement as
recorded in O.R. Book 1321 Page 2176, Public Records of Collier
County, Florida,
subject to easements and restrictions of record:
containing 0.57 acres more or less.

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

BY

Elizabeth F. Smith F.L.S.V. #4574

9-26-58

Not valid unless embossed with the Professional's seal.

N.O. 7371
Ref: 10-317 (Plat 3A site Pelican Bay)
Date: September 21, 1982

Exhibit "A"
15 of 30

RAYMOND W. MILLER JR. WILLIAM B. BARTON JR. THOMAS B. PEEK JR. PLS. WILSON M. CHRISTENSEN PLS. CLIFFORD - SCHNEIDER JR.
STANLEY PRATT JR. PLS. CARL - SOLL PLS. JEREMY A. OAZ JR. LOUIS E. BOUTWELL PLS. GARY J. DANKS CPA ALAN D. REYNOLDS AICP

RECORDER'S MEMO: Legibility
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when received.

OR: 4442 PG: 3421 ✓
OR: 2938 PG: 2001

OR: 4438 PG: 3767 ✓



~~OR SOLL~~

~~SA~~

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

ENGINEERS PLANNERS SURVEYORS
1283 AIRPORT-RULLING ROAD NORTH, NAPLES, FLORIDA 33942-9900 (813) 643-4543

(a1)

Legal Description of part of Section 4,
Township 49 South, Range 25 East,
Collier County, Florida

(Parcel 4A adjacent to Site 4
Pelican Bay Unit 9
P.B. 15, page 24)

All that part of Section 4, Township 49 South, Range 25 East,
Collier County, Florida, being more particularly described as
follows:

Beginning at the southeast corner of Site 4, Pelican Bay Unit
Nine according to the plat thereof as recorded in Plat Book 15,
page 26, Public Records of Collier County, Florida:
thence along the easterly line of said Site 4 North 0°-15'-00"
West 23.23 feet;

thence continue along said easterly line North 11°-10'-00" West
76.00 feet;

thence continue along said easterly line North 25°-30'-00" West
64.14 feet to the northeast corner of said site;

thence North 88°-30'-00" East 77.01 feet;

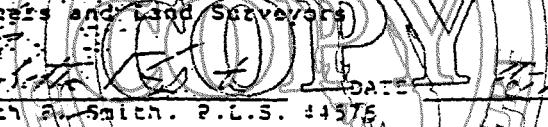
thence South 35°-00'-00" East 193.07 feet;

thence South 89°-30'-00" West 140.00 feet to the Point of
Beginning of the parcel herein described;

subject to a Pelican Bay Improvement District Drainage Easement as
recorded in O.R. Book 1121, page 2375, Public Records of Collier
County, Florida;

subject to easements and restrictions of record;
containing 0.37 acres more or less.

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

BY  DATE 9/26/88
Elizabeth A. Smith, P.L.S. 44375

Not valid unless embossed with the Professional's seal.

N.O. 7371

Ref: 11-317 (LSK) (Pelican Bay)

Date: September 23, 1988

Exhibit "A"

WILSON MILLER BARTON PE THOMAS PEEK PE PLS WILSON CHRISTENSEN PLS CLIFORD SCHNEIDER PE
SERRANO BRADY PE PLS SOLL PLS VERNIA DAE PE LOUVE SOUTHILL PLS CARL DANCA CPA AND RENOLES AICP

For more forms 813) 227-4511

RECORDER'S MEMO: Legibility
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✓ OR: 4442 PG: 3422 ✓
OR: 2938 PG: 2002

OR: 4438 PG: 3768



WILSON · MILLER · BARTON · SOLL & PEEK, INC.
ENGINEERS PLANNERS SURVEYORS
1383 AIRPORT, BULLING ROAD NORTH, NAPLES, FLORIDA 33942-9998 (813) 643-4545

(21)

Legal Description of part of Section 4,
Township 49 South, Range 25 East,
Collier County, Florida

(Parcel 9A adjacent to Site 9
Pelican Bay Unit 9
P.S. 15, page 25)

All that part of Section 4, Township 49 South, Range 25 East,
Collier County, Florida, being more particularly described as
follows:

Beginning at the southeast corner of Site 9, Pelican Bay Unit
Nine according to the plat thereof as recorded in Plat Book 15,
page 25, Public Records of Collier County, Florida:
thence along the easterly line of said Site 9 North 25°-30'-00"
West 95.86 feet;
thence continue along said easterly line North 17°-15'-00" West
87.17 feet to the northeast corner of said site;
thence North 88°-30'-00" East 79.99 feet;
thence South 21°-40'-00" East 171.51 feet;
thence South 88°-30'-00" West 77.01 feet to the Point of
Beginning of the parcel here-in described;

subject to a Pelican Bay Improvement District Drainage Easement as
recorded in O.R. Book 1121, page 2376, Public Records of Collier
County, Florida;
subject to easements and restrictions of record
containing 0.70 acres more or less.

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

BY Elizabeth A. Smith, P.E. DATE 9-26-58
Elizabeth A. Smith, P.E. No. 1915

Not valid unless embossed with the Professional's seal.

W.C. 7371
P.O. 30-317 (S. 49, R. 25, E. 4, Pelican Bay)
Date: September 23, 1958

Exhibit "A"

WILSON · MILLER · BARTON · SOLL & PEEK, INC. · THOMAS PEEK, P.E. · WILSON · CHRISTENSEN, P.E. · CLIFFORD · SCHNEIDER, P.E.
WILLIAM · FRANK, P.E. · CARL · SOLL, P.E. · TERESA · DIAZ, P.E. · JAMES · SCUPPILL, P.E. · GARY · DANCA, P.E. · ALAN · PETROUSE, P.E.
1383 Airport, Bulling Road North, Naples, Florida 33942-9998

RECORDER'S MEMO: Legibility
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OR: 4442 PG: 3423 ✓
OR: 2938 PG: 2003 ✓

OR: 4438 PG: 3769 ✓



OR BOOK

PAGE

WILSON • MILLER • BARTON • SOLL & PEEK, INC.
ENGINEERS PLANNERS SURVEYORS
1383 AIRPORT-BULLING ROAD NORTH, NAPLES, FLORIDA 33942-9988 (813) 643-4343

(21)

Legal Description of part of Section 4,
Township 49 South, Range 25 East,
Collier County, Florida

(Parcel 10A adjacent to Site 10
Pelican Bay Unit 9
P.B. 15, page 26)

All that part of Section 4, Township 49 South, Range 25 East,
Collier County, Florida, being more particularly described as
follows:

Beginning at the southeast corner of Site 10, Pelican Bay Unit
Nine according to the plat thereof as recorded in Plat Book 15,
page 25, Public Records of Collier County, Florida:
thence along the easterly line of said Site 10 North
13°-45'-00" West 39.40 feet;
thence continue along said easterly line North 07°-30'-00" East
109.00 feet;
thence continue along said easterly line North 11°-30'-00" West
15.81 feet to the northeast corner of said site;
thence North 88°-30'-00" East 82.00 feet;
thence South 0°-11'-15" East 161.04 feet;
thence South 89°-30'-00" West 79.99 feet to the Point of
Beginning of the parcel herein described:

subject to a Pelican Bay Improvement District Drainage Easement as
recorded in O.R. Book 1321, page 2375, Public Records of Collier
County, Florida;

subject to easements and restrictions of record:
containing 0.32 acres more or less.

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

BY Elizabeth F. Smith, P.L.S. DATE 9-26-55

Not valid unless countersigned with the professional's seal.

W.O. 7371
Ref: 10-117 (LS:kjd) (has to do with pelican bay)
Date: September 23, 1955

Recorded and Verified
in Official Records of
COLLIER COUNTY, FLORIDA
JAMES C. GILES CLERK

Exhibit "A"

WILSON • MILLER • BARTON • SOLL & PEEK, INC. ENGINEERS PLANNERS SURVEYORS
1383 AIRPORT-BULLING ROAD NORTH, NAPLES, FLORIDA 33942-9988 (813) 643-4343

RECORDER'S MEMO: Legibility
of Writing, Typing or Printing
unsatisfactory in this document
when received.

✓ OR: 4442 PG: 3424 ✓
OR: 2938 PG: 2004

OR: 4438 PG: 3770

OR: 4438 PG: 3771 (27)

Legal description of part of Section 4,
Township 49 South, Range 25 East,
Collier County, Florida
(6.64± acres of part of so-called Parcel 12)

All that part of Section 4, Township 49 South, Range 25 East, Collier County, Florida, being more particularly described as follows;
Commencing at the north 1/4 corner of Section 4, Township 49 South, Range 25 East, Collier County, Florida;
thence along the north line of said Section 4, North 89°-38'-59" West 446.14 feet to the westerly boundary of Parcel "N", Pelican Bay Unit Two according to the plat thereof as recorded in Plat Book 12, pages 74-79, Public Records of Collier County, Florida;
thence along the boundary of said Parcel "N", South 09°-32'-05" East 708.53 feet;
thence continue along said boundary South 36°-07'-37" West 102.70 feet to the POINT OF BEGINNING of the parcel herein described;
thence continue along said boundary South 36°-07'-37" West 350.00 feet;
thence continue along said boundary South 60°-06'-55" West 665.77 feet to the east right-of-way line of Pelican Bay Boulevard, Pelican Bay Unit Ten, according to the plat thereof as recorded in Plat book 15, pages 64-67, Public Records of Collier County, Florida;
thence along said right-of-way line North 10°-32'-58" West 465.00 feet;
thence leaving said right-of-way line North 73°-49'-18" East 807.84 feet;
thence South 53°-52'-23" East 115.00 feet to the Point of Beginning of the parcel herein described;
containing 6.64 acres more or less;
subject to easements and restrictions of record.

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

BT Elizabeth P. Smith, P.L.S. #4576 DATE 7-6-89

Not valid unless embossed with the Professional's seal.

W.O. 8795
Ref: 3L-382 (DKS:kjd part of parcel 12)
Date: July 5, 1989

RECORDER'S MEMO: Legibility of Writing, Typing or Printing unsatisfactory in this document when received.

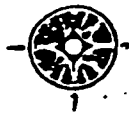
Recorded and Verified in Official Records of COLLIER COUNTY, FLORIDA JAMES C. GILES, CLERK

EXHIBIT "A"

AREA 12

OR: 4442 PG: 3425 ✓
OR: 2938 PG: 2005

001469
OR BOOK
PAGE
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WILSON • MILLER • BARTON • SOLL & PEEK, INC.
ENGINEERS PLANNERS SURVEYORS
1383 AIRPORT • PULLING ROAD NORTH, NAPLES, FLORIDA 33942-8286 (813) 543-4545

✓ OR: 4438 PG: 3772 ✓
(28)

Description of a Portion of Section 33,
Township 48 South, Range 25 East,
Collier County, Florida

Commencing at the northeast corner of Pelican Bay Unit Eleven, as recorded in Plat Book 15, page 68 of the Public Records of Collier County, Florida;
thence along the westerly right-of-way line of U.S. 41 (Tamiami Trail), North 0°-34'-56" West 675.44 feet to the southerly line of Section 33, Township 48 South, Range 25 East, Collier County, Florida;
thence continuing along the westerly right-of-way line of U.S. 41 (Tamiami Trail), North 0°-37'-39" West 750.33 feet;
thence 78.54 feet along the arc of a circular curve concave northwesterly, having a radius of 50.00 feet, through a central angle of 89°-59'-57" and being subtended by a chord which bears South 44°-22'-23" West 70.71 feet;
thence South 89°-22'-21" West 188.93 feet;
thence 933.82 feet along the arc of a circular curve concave northerly, having a radius of 1725.94 feet, through a central angle of 31°-00'-00" and being subtended by a chord which bears North 75°-07'-39" West 922.47 feet;
thence North 59°-37'-39" West 276.72 feet to the POINT OF BEGINNING;
thence continuing North 59°-37'-39" West 181.70 feet;
thence 149.66 feet along the arc of a circular curve concave southwesterly, having a radius of 1600.00 feet, through a central angle of 5°-21'-34" and being subtended by a chord which bears North 62°-18'-26" West 149.61 feet;
thence 75.75 feet along the arc of a circular curve concave northeasterly, having a radius of 50.00 feet, through a central angle of 86°-48'-13" and being subtended by a chord which bears North 21°-35'-07" West 68.71 feet;
thence North 21°-49'-00" East 512.25 feet;
thence 105.65 feet along the arc of a circular curve concave southeasterly, having a radius of 562.00 feet, through a central angle of 10°-45'-17" and being subtended by a chord which bears North 16°-25'-52" East 105.50 feet;
thence South 50°-37'-59" East 492.73 feet;
thence South 30°-27'-21" West 568.67 feet to the Point of Beginning;

subject to easements and restrictions of record;
containing 5.93 acres more or less.

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

BY Joseph S. Boggs DATE 3/9/90
Joseph S. Boggs, P.L.S. #3516

Not valid unless embossed with the Professional's seal.

W.O. 10196.2
Ref: 4L-621 (JSB:kjd portion of section 33)
Date: March 9, 1990

Recorded and Verified
in Official Records of
COLLIER COUNTY, FLORIDA
JAMES C. GILES, CLERK

EXHIBIT "A"
AREA 15

✓ OR: 4442 PG: 3426 ✓
OR: 2938 PG: 2006



WILSON • MILLER • BARTON & PEEK, INC.
 ENGINEERS PLANNERS SURVEYORS
 LANDSCAPE ARCHITECTS ENVIRONMENTAL CONSULTANTS
 1383 AIRPORT ROAD NORTH, NAPLES, FLORIDA 34102-9986
 (813) 643-4545 FAX (813) 643-5718

(29)

So-called Parcel 4 of proposed
 Pelican Bay Unit Twelve

Commence at the northerlymost corner of Parcel D, Pelican Bay Unit Fourteen as recorded in Plat Book 16, pages 23 through 25 inclusive of the Public Records of Collier County, Florida;
 thence along the boundary of Pelican Bay Unit Thirteen as recorded in Plat Book 16, pages 80 through 86 inclusive of the Public Records of Collier County, Florida, 1300.38 feet along the arc of a circular curve concave southwesterly, having a radius of 1480.00 feet, through a central angle of 50°20'31" and being subtended by a chord which bears South 84°47'54" East 1258.95 feet;
 thence South 59°37'39" East 381.18 feet to the POINT OF BEGINNING;
 thence continuing along the boundary of said Pelican Bay Unit Thirteen the following eight (8) described courses;
 1) South 59°37'39" East 77.24 feet;
 2) easterly 603.65 feet along the arc of a circular curve concave northerly having a radius of 1845.94 feet through a central angle of 18°44'12" and being subtended by a chord which bears South 68°59'45" East 600.97 feet to a point of reverse curvature;
 3) southeasterly 18.21 feet along the arc of a circular curve concave southwesterly having a radius of 25.00 feet through a central angle of 87°42'09" and being subtended by a chord which bears South 34°30'46" East 34.64 feet;
 4) South 09°20'12" West 150.20 feet;
 5) southerly 143.29 feet along the arc of a circular curve concave easterly having a radius of 500.00 feet through a central angle of 39°20'18" and being subtended by a chord which bears South 10°19'51" East 336.59 feet;
 6) South 30°00'00" East 69.25 feet;
 7) South 60°00'00" West 126.09 feet;
 8) southwesterly 114.42 feet along the arc of a circular curve concave northwesterly having a radius of 1555.00 feet through a central angle of 03°37'43" and being subtended by a chord which bears South 61°58'52" West 114.42 feet;
 thence along a non-tangential line North 13°00'00" West 315.20 feet;
 thence North 46°55'25" West 594.82 feet;
 thence North 53°00'00" West 155.82 feet;
 thence North 42°42'36" East 205.90 feet to the Point of Beginning;

subject to easements and restrictions of record;

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

BY Joseph S. Boggs DATE 5/22/90
 Joseph S. Boggs, P.E.S. #3516

Not valid unless embossed with the Professional's seal.

W.O. 10494
 Ref: 4L-77 (JSB:kjd parcel 4 pel bay unit 12)
 Date: May 22, 1990

Recorded and Verified
 in Office of Records of
 COLLIER COUNTY, FLORIDA
 JAMES C. GILES, CLERK

✓✓ OR: 4442 PG: 3427 ✓✓
 OR: 2938 PG: 2007

OR: 4438 PG: 3773

WILSON • MILLER • BARTON & PEEK, INC. ENGINEERS PLANNERS SURVEYORS
 LANDSCAPE ARCHITECTS ENVIRONMENTAL CONSULTANTS
 1383 AIRPORT ROAD NORTH, NAPLES, FLORIDA 34102-9986
 (813) 643-4545 FAX (813) 643-5718



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 1383 AIRPORT ROAD NORTH, NAPLES, FLORIDA 34102-9988
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(30)

Description of a portion of
 So-called Parcel "B"
 Pelican Bay Unit Fifteen
 Collier County, Florida

Commencing at the northwesterlymost corner of Pelican Bay Unit Three as recorded in Plat Book 13, page 35 of the Public Records of Collier County, Florida;
 thence South 87°18'20" West 61.03 feet;
 thence North 46°05'03" East 8.63 feet;
 thence 16.38 feet along the arc of a circular curve concave northwesterly having a radius of 26.00 feet through a central angle of 36°05'23" and being subtended by a chord which bears North 23°02'22" East 16.11 feet;
 thence North 09°-59'-40" East 164.89 feet to the POINT OF BEGINNING;
 thence continue North 09°59'40" East 111.25 feet;
 thence northerly 21.89 feet along the arc of a circular curve concave westerly having a radius of 26.00 feet through a central angle of 48°14'26" and being subtended by a chord which bears North 14°07'13" West 21.25 feet;
 thence North 38°14'46" West 236.10 feet;
 thence northwesterly 15.46 feet along the arc of a circular curve concave northeasterly having a radius of 94.00 feet through a central angle of 10°32'41" and being subtended by a chord which bears North 32°58'26" West 15.44 feet;
 thence North 27°42'05" West 390.33 feet;
 thence northerly 27.16 feet along the arc of a circular curve concave easterly having a radius of 94.00 feet through a central angle of 18°19'37" and being subtended by a chord which bears North 18°22'15" West 27.24 feet;
 thence North 09°02'28" West 182.17 feet;
 thence northerly 10.94 feet along the arc of a circular curve concave westerly having a radius of 25.00 feet through a central angle of 24°06'35" and being subtended by a chord which bears North 21°05'45" West 10.85 feet;
 thence North 33°09'04" West 182.17 feet;
 thence northerly 27.16 feet along the arc of a circular curve concave easterly having a radius of 94.00 feet through a central angle of 18°19'37" and being subtended by a chord which bears North 23°49'16" West 27.24 feet;
 thence North 14°29'27" West 383.14 feet;
 thence North 89°-14'-13" East 723.00 feet to the westerly right-of-way line of Pelican Bay Boulevard;
 thence along the said westerly right-of-way line, South 06°-57'-36" West 290.85 feet;
 thence along the said westerly right-of-way line southerly 680.65 feet along the arc of a circular curve concave easterly having a radius of 1185.00 feet through a central angle of 32°54'36" and being subtended by a chord which bears South 09°29'42" East 671.33 feet;
 thence along the said westerly right-of-way line South 25°57'00" East 466.24 feet;

(continued)

OR: 4442 PG: 3428
OR: 2938 PG: 2008

OR: 4438 PG: 3774

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

Description of a portion of
So-called Parcel "B"
Pelican Bay Unit Fifteen
Collier County, Florida

✓ OR: 4438 PG: 3775 ✓

thence westerly 445.25 feet along the arc of a non-tangential circular curve concave northerly having a radius of 823.07 feet through a central angle of 30°59'41" and being subtended by a chord which bears South 79°44'09" West 439.84 feet to the Point of Beginning;
containing 16.81 acres more or less;
bearings are based on the north line of said Pelican Bay Unit Three, as being South 87°-18'-20" West;
subject to easements and restrictions of record;

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

BY

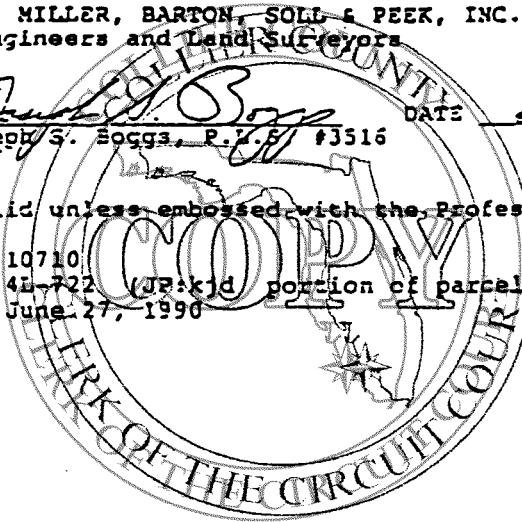
Joseph S. Boggs
Joseph S. Boggs, P.E. #3516

DATE

6/27/90

Not valid unless embossed with the Professional's seal.

W.O. 10710
Ref: 44-722 (part of parcel b)
Date: June 27, 1990



✓ OR: 4442 PG: 3429 ✓
OR: 2938 PG: 2009



OR: 4438 PG: 3776

(31)

Description of part of Section 32, Township 48 South, Range 25 East, Collier County, Florida.

Hotel Site, Northwest Fill Area
Coral Ridge-Collier Properties
Ordered by: Dave Caldwell

OR BOOK
001505

All that part of Section 32, Township 48 South, Range 25 East, Collier County, Florida, being described as follows;

Commencing at the southeast corner of Section 32, Township 48 South, Range 25 East, Collier County, Florida;

thence along the east line of said Section 32, North 00°-38'-50" West 3437.06 feet to the southerly right-of-way line of State Road S-862 (Vanderbilt Beach Road);

thence along said right-of-way line North 80°-08'-20" West 826.38 feet to the POINT OF BEGINNING of the parcel herein described;

thence South 09°-51'-40" West 175.00 feet;

thence South 40°-00'-00" East 38.00 feet;

thence South 09°-51'-40" West 533.83 feet to a point on a curve;

thence southwesterly 288.29 feet along the arc of a non-tangential circular curve concave to the southeast, having a radius of 450.00 feet and being subtended by a chord which bears South 56°-42'-48" West 283.39 feet;

thence North 80°-08'-20" West 590.41 feet to the State of Florida Department of Natural Resources Coastal Construction Control Line (per revised map of record recorded July 29, 1980, Collier County, Florida);

thence continue North 80°-08'-20" West 200 feet more or less to the Mean High Water Line of the Gulf of Mexico;

thence northwesterly along said Mean High Water Line 750 feet more or less to a point on the said southerly line of those lands as described in O.R. Book 966, pg. 1864, Collier County Public Records, Collier County, Florida;

thence along said southerly line South 80°-08'-20" East +200 feet to the said Florida Department of Natural Resources Coastal Construction Control Line;

thence continue along the southerly line of those lands as described in said O.R. 965, pg. 1864, South 80°-08'-20" East 724.44 feet;

thence along the easterly line of said described lands North 09°-51'-40" East 275.00 feet to the southerly right-of-way line of State Road S-862 (Vanderbilt Beach Road);

thence along said right-of-way line South 80°-08'-20" East 307.00 feet to the Point of Beginning of the parcel herein described;

being a part of Section 32, Township 48 South, Range 25 East, Collier County, Florida;

containing 19.2 acres of land more or less;
subject to easements and restrictions of record.

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

BY Wilbur M. Christiansen, Jr. P.L.S.
Wilbur M. Christiansen, Jr., P.L.S.

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W.O. 20907

November 15, 1982

Ref: 5L-61, 5L-21

PAGE
11-23371

OR: 4442 PG: 3430
OR: 2938 PG: 2010

Recorded and Indexed
in Official Records of
COLLIER COUNTY, FLORIDA
JAMES C. GILES, CLERK



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Wilson Professional Center, Suite 201, 1200 Rocky Lane at Airport Road, Naples, Florida 34102 • (813) 649-4000 Fax (813) 641-5716

✓ OR: 4438 PG: 3777 ✓ (37)

Legal description of part of Section 33, Township 48 South, Range 25 East, Collier County, Florida

Part of Section 33, Township 48 South, Range 25 East, Collier County, Florida;
 Commencing at the northwesterlymost corner of parcel "A" of Pelican Bay Unit Sixteen as recorded in Plat Book 18, pages 35 through 36, inclusive of the Public Records of Collier County, Florida;
 thence along the westerly boundary of said Parcel "A", South 21°-49'-00" West 453.37 feet;
 thence leaving said boundary North 69°-11'-00" West 84.00 feet to the POINT OF BEGINNING of the parcel herein described;
 thence westerly 75.75 feet along the arc of a circular curve concave northerly, having a radius of 50.00 feet, through a central angle of 86°-48'-13" and being subtended by a chord which bears South 65°-13'-07" West 68.71 feet to a point of reverse curvature and a point on the northerly right-of-way of Pelican Bay Boulevard as recorded in Pelican Bay Unit Thirteen, Plat Book 16, pages 80 through 86 inclusive of the Public Records of Collier County, Florida;
 thence along said right-of-way westerly 500.53 feet along the arc of a circular curve concave southerly, having a radius of 1600.00 feet, through a central angle of 17°-55'-26" and being subtended by a chord which bears North 80°-20'-30" West 499.49 feet;
 thence leaving said right-of-way along a non-tangential line North 09°-51'-40" East 1036.40 feet;
 thence South 80°-09'-20" East 497.00 feet;
 thence southeasterly 14.73 feet along the arc of a non-tangential circular curve concave northeasterly, having a radius of 732.88 feet, through a central angle of 01°-09'-06" and being subtended by a chord which bears South 25°-39'-27" East 14.73 feet;
 thence South 26°-13'-00" East 125.13 feet;
 thence southerly 400.73 feet along the arc of a circular curve concave westerly, having a radius of 478.00 feet, through a central angle of 48°-02'-00" and being subtended by a chord which bears South 02°-12'-00" East 389.09 feet;
 thence South 21°-49'-00" West 512.25 feet to the Point of Beginning of the parcel herein described;
 containing 14.4 acres more or less;
 subject to easements and restrictions of record;
 bearings are assumed based on the west line of Parcel A, being South 21°-49'-00" West.

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

BY John E. Boutwell DATE 3/27/91
John E. Boutwell, P.L.S. #3934

Not valid unless embossed with the Professional's seal.

W.O. 11881
Ref: 4L-806 (JP1kjd desc pb unit 18)
Date: March 27, 1991

✓ OR: 4442 PG: 3431 ✓
OR: 2938 PG: 2011



OR: 4438 PG: 3778 (40)

Legal description of part of Section 33,
Township 48 South, Range 25 East,
Collier County, Florida
(part of proposed Pelican Bay Unit 18)

All that part of Section 33, Township 48 South, Range 25 East, Collier County, Florida and being more particularly described as follows;

Commencing at the northwesterlymost corner of Parcel "A", Pelican Bay Unit Sixteen as recorded in Plat Book 18, pages 35-36, Public Records of Collier County, Florida;

thence along the westerly boundary of said Parcel "A" South 21°-49'-00" West 453.37 feet;

thence continue along said boundary of Parcel "A" southerly 75.75 feet along the arc of a circular curve concave easterly, having a radius of 50.00 feet, through a central angle of 86°-48'-13" and being subtended by a chord which bears South 21°-35'-07" East 68.71 feet to a point of cusp and a point on the northerly right-of-way Pelican Bay Boulevard, 120 foot right-of-way of Pelican Bay Unit Thirteen, as recorded in Plat Book 16, pages 80-86, Public Records of Collier County, Florida;

thence along said northerly right-of-way westerly 679.05 feet along the arc of a circular curve concave southerly, having a radius of 1600.00 feet, through a central angle of 24°-19'-00" and being subtended by a chord which bears North 77°-08'-43" West 673.96 feet to a point on said right-of-way and the POINT OF BEGINNING of the parcel herein described;

thence continue along said northerly right-of-way westerly 21.29 feet along the arc of a circular curve concave southerly, having a radius of 1600.00 feet, through a central angle of 00°-45'-45" and being subtended by a chord which bears North 83°-41'-06" West 21.29 feet;

thence leaving said right-of-way along a non-tangential line North 09°-51'-40" East 1039.93 feet;

thence South 80°-08'-20" East 21.00 feet;

thence South 09°-51'-40" West 1035.40 feet to the Point of Beginning of the parcel herein described;

containing .5 acres more or less, subject to easements and restrictions of record;

bearings are based on the west line of said Parcel "A", being South 21°-49'-00" West.

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

BY John E. Boutwell DATE August 20, 1991
John E. Boutwell, P.L.S. #3934

Not valid unless embossed with the Professional's seal.

W.O. 11892
Ref: 4L-857 (JP:kjd desc part of proposed pel bay unit 18)
Date: August 19, 1991

EXHIBIT "A"
26 of 30

OR: 4442 PG: 3432 ✓
OR: 2938 PG: 2012

OR-BOOK 1000
PAGE 57075

AVALON AT PELICAN BAY

(ADDITIONAL 0.288 ACRES)

LEGAL DESCRIPTION

A PARCEL OF LAND LOCATED IN SECTION 33, TOWNSHIP 48 SOUTH, RANGE 25 EAST, COLLIER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWESTERMOST CORNER OF PARCEL "A", PELICAN BAY, UNIT SIXTEEN AS RECORDED IN PLAT BOOK 18, AT PAGES 35 THRU 36, OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA;

THENCE RUN S 21°49'00" W ALONG THE WESTERLY LINE OF SAID PARCEL "A", FOR A DISTANCE OF 453.37 FEET; THENCE RUN N 68°11'00" W FOR A DISTANCE OF 84.00 FEET TO THE BEGINNING OF A NON-TANGENTIAL CIRCULAR CURVE CONCAVE TO THE NORTHWEST, WHOSE RADIUS POINT BEARS N 68°11'00" W, A DISTANCE OF 50.00 FEET THEREFROM; THENCE RUN SOUTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 50.00 FEET, THROUGH A CENTRAL ANGLE OF 85°48'13", SUBTENDED BY A CHORD OF 63.71 FEET, AT A BEARING OF S 65°13'07" W FOR A DISTANCE OF 75.75 FEET TO A POINT OF REVERSE CURVATURE, THE SAME BEING A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF PELICAN BAY BOULEVARD, A 120.00 FOOT RIGHT-OF-WAY, AS RECORDED IN PLAT BOOK 18, AT PAGES 80 THRU 86 OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA; THENCE RUN WESTERLY ALONG THE ARC OF SAID CURVE AND SAID NORTHERLY RIGHT-OF-WAY LINE TO THE LEFT, HAVING A RADIUS OF 1600.00 FEET, THROUGH A CENTRAL ANGLE OF 18°41'11", SUBTENDED BY A CHORD OF 519.51 FEET, AT A BEARING OF N 80°43'23" W FOR A DISTANCE OF 521.82 FEET TO THE END OF SAID CURVE AND THE SOUTHWESTERLY CORNER OF TRACT "A", AVALON AT PELICAN BAY, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 18 AT PAGES 85 AND 87 OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA THENCE RUN N 09°51'40" E FOR A DISTANCE OF 24.52 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED;

THENCE RUN N 09°13'22" W FOR A DISTANCE OF 258.18 FEET;

THENCE RUN N 10°18'35" E FOR A DISTANCE OF 54.60 FEET;

THENCE RUN N 24°15'23" E FOR A DISTANCE OF 179.79 FEET TO A POINT ON THE WESTERLY LINE OF SAID TRACT "A";

THENCE RUN S 09°51'40" W ALONG SAID WESTERLY LINE, FOR A DISTANCE OF 492.91 FEET TO THE POINT OF BEGINNING, CONTAINING 0.288 ACRES, MORE OR LESS.

BEARINGS SHOWN HEREON REFER TO PELICAN BAY, UNIT SIXTEEN, ACCORDING TO THE PLAT THEREOF RECORDED IN PLAT BOOK 18, AT PAGES 35 THRU 36 OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA.

SUBJECT TO EASEMENTS, RESERVATIONS AND RESTRICTIONS OF RECORD.

1.371 641
2/4/92

RECORDER'S MEMO: Legibility of Writing, Typing or Printing unsatisfactory in this document when received.

EXHIBIT "A"
27 of 30

OR: 4442 PG: 3433 ✓
OR: 2938 PG: 2013

RECORDER'S MEMO: Legibility of Writing, Typing or Printing unsatisfactory in this document when received.



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(43)

Description of a portion of Section 33, Township 48 South,
Range 25 East, Collier County, Florida
9.43 Acre Parcel

Commencing at the northeast corner of Pelican Bay Unit Thirteen as recorded in Plat Book 16, pages 80 through 86 inclusive of the Public Records of Collier County, Florida;
thence along the easterly right-of-way line of North Palms Drive, South 07°51'40" West 17.50 feet;
thence continuing along said right-of-way line 39.27 feet along the arc of a circular curve concave southeasterly, having a radius of 25.00 feet, through a central angle of 90°00'00" and being subtended by a chord which bears South 54°51'40" West 35.36 feet;
thence continuing along said right-of-way line South 9°51'40" West 57.50 feet;
thence continuing along said right-of-way line 632.66 feet along the arc of a circular curve concave northeasterly, having a radius of 739.35 feet, through a central angle of 49°01'40" and being subtended by a chord which bears South 14°39'10" East 613.54 feet;
thence continuing along said right-of-way South 39°10'00" East 491.86 feet;
thence continuing along said right-of-way 307.08 feet along the arc of a circular curve concave southwesterly, having a radius of 1574.07 feet, through a central angle of 11°10'39" and being subtended by a chord which bears South 33°36'40" East 306.59 feet to the POINT OF BEGINNING of the parcel herein described;

thence leaving said right-of-way line North 61°00'39" East 170.00 feet;
thence North 56°53'57" East 366.04 feet;
thence South 80°08'20" East 315.11 feet to the boundary line of Avalon at Pelican Bay as recorded in Plat Book 18, pages 86 and 87 of the Public Records of Collier County, Florida;
thence along said boundary of Avalon at Pelican Bay, South 09°51'40" West 192.46 feet;
thence leaving said boundary of said Avalon at Pelican Bay, South 24°15'23" West 179.79 feet;
thence South 10°18'39" West 64.60 feet;
thence South 00°13'22" East 258.18 feet to the boundary line of said Avalon at Pelican Bay;
thence along the boundary line of said Avalon at Pelican Bay, South 9°51'40" West 24.52 feet to the boundary line of said Pelican Bay Unit Thirteen;
thence along the boundary line of said Pelican Bay Unit Thirteen in the following four (4) described courses:

- 1) 427.87 feet along the arc of a circular curve concave southerly, having a radius of 1600.00 feet, through a central angle of 15°19'19" and being subtended by a chord which bears South 82°16'33" West 426.60 feet;
- 2) 38.12 feet along the arc of a circular curve concave northeasterly, having a radius of 25.00 feet, through a central angle of 87°31'17" and being subtended by a chord which bears North 61°42'38" West 34.93 feet;
- 3) North 18°02'00" West 276.89 feet;
- 4) 273.51 feet along the arc of a circular curve concave southwesterly, having a radius of 1574.07 feet, through a central angle of 9°57'21" and being subtended by a chord which bears North 23°00'40" West 273.17 feet to the Point of Beginning of the parcel herein described.

parcel contains 9.43 acres more or less;
subject to easements and restrictions of record;
bearings are based on the southerly line of the right-of-way of Vanderbilt Beach Road, as being South 80°08'20" East.

WILSON, MILLER, BARTON & PEEK, INC.

BY Joseph S. Bozza DATE 8/14/92
Joseph S. Bozza, P.L.S. #73316

Not valid unless embossed with the Professional's seal.

W.D. 14597
Ref: 4L-1015 (C.B.:bjd)
Date: August 20, 1992

EXHIBIT "A"
28 of 30

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OR: 4442 PG: 3434
UR: 2938 PG: 2014

-1257-
OR BOOK-
-0011177
-PAGE-



WILSON, MILLER, BARTON & PEEK, INC.

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Wilson Professional Center, Suite 200, 7200 Bailey Lane at Airport Road, Naples, Florida 33942 • (813) 649-4040 Fax (813) 643-5716

(44)

Description of a portion of Parcel "A", Pelican Bay Unit Sixteen,
Plat Book 18 pages 35 and 36, Collier County, Florida
Tract "A", 4.00 acre parcel

Commencing at the northwesterlymost corner of said Parcel "A";
thence along the westerly boundary of said Parcel "A", South 21°49'00" West 68.40 feet to the
POINT OF BEGINNING of the parcel herein described;

thence leaving said line, South 59°37'39" East 449.34 feet;
thence South 30°22'21" West 416.03 feet to a point on the boundary of said Parcel "A";
thence along said boundary in the following four (4) described courses;

- 1) North 59°37'39" West 188.50 feet;
- 2) northwesterly 149.66 feet along the arc of a circular curve concave southwesterly having a radius of 1600.00 feet through a central angle of 05°21'34" and being subtended by a chord which bears North 62°18'26" West 149.61 feet to a point of reverse curvature;
- 3) northerly 75.75 feet along the arc of a circular curve concave easterly having a radius of 50.00 feet through a central angle of 86°48'13" and being subtended by a chord which bears North 21°35'07" West 63.71 feet;
- 4) North 21°49'00" East 334.97 feet to the Point of Beginning of the parcel herein described;

containing 4.00 acres more or less;
subject to easements and restrictions of record;

bearings are based on the westerly boundary of Parcel "A", being North 21°49'00" East.

WILSON, MILLER, BARTON & PEEK, INC.

BY Joseph S. Beggs DATE 3/1/93
Joseph S. Beggs, P.E.S. 93516

Not valid unless embossed with the Professional's seal.

W.O. 15496
Ref: 4L-1066 (JK:kjd)
Date: March 1, 1993

EXHIBIT "A"
29 of 30

DL-93-0102023 4/4

Naples
(813) 549-4040
Fax (813) 643-5716

Fort Myers
(813) 939-1020
Fax (813) 939-7479

Sarasota
(813) 371-3699
Fax (813) 377-3852

Lakeview
(813) 549-4040
Fax (813) 643-5716

OR: 4442 PG: 3435 ✓
OR: 2938 PG: 2015

OR: 4438 PG: 3/81



ILSO: 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 33947 • (813) 649-4040 Fax (813) 643-3716

(44)

APP-BOOK

March 26, 1993
Description of a portion of Parcels "A" and "B" of
Pelican Bay Unit Sixteen, Plat Book 18, pages 35 and 36,
Collier County, Florida
Tract B and C 20.27 acre parcel

BEGINNING at the northwesterlymost corner of said Parcel "A";
 thence along westerly boundary of said parcel "A", North 21°49'00" East 58.88 feet;
 thence northerly 180.27 feet along the arc of a circular curve concave westerly having
 a radius of 562.00 feet through a central angle of 18°22'41" and being subtended by a
 chord which bears North 12°37'40" East 179.49 feet;
 thence along a non-tangential line North 83°18'20" East 716.36 feet;
 thence South 00°37'39" East 287.61 feet;
 thence South 44°45'51" East 157.04 feet;
 thence South 22°41'45" East 142.77 feet;
 thence South 00°37'39" East 87.23 feet;
 thence South 45°37'39" East 135.33 feet;
 thence North 89°22'21" East 66.32 feet;
 thence South 00°37'39" East 111.46 feet;
 thence southerly 94.63 feet along the arc of a circular curve concave westerly having a
 radius of 170.00 feet through a central angle of 31°53'39" and being subtended by a
 chord which bears South 15°19'11" West 93.41 feet;
 thence South 31°16'00" West 133.40 feet;
 thence southwestery 28.21 feet along the arc of a circular curve concave northwesterly
 having a radius of 127.40 feet through a central angle of 12°41'21" and being subtended
 by a chord which bears South 37°36'40" West 23.16 feet to a point of reverse curvature;
 thence southwestery 67.07 feet along the arc of a circular curve concave southeasterly
 having a radius of 111.00 feet through a central angle of 34°37'03" and being subtended
 by a chord which bears South 26°38'50" West 66.05 feet;
 thence South 09°20'18" West 147.33 feet;
 thence southwestery 81.36 feet along the arc of a circular curve concave northwesterly
 having a radius of 50.00 feet through a central angle of 93°13'57" and being subtended
 by a chord which bears South 55°57'17" West 72.63 feet to a point of compound
 curvature and a point on the southerly boundary of Parcel "B" of said Pelican Bay Unit
 Sixteen;
 thence along said boundary westerly 316.24 feet along the arc of a circular curve concave
 northerly having a radius of 1725.94 feet through a central angle of 17°43'06" and being
 subtended by a chord which bears North 68°31'42" West 534.09 feet;
 thence continue along said boundary North 59°37'39" West 269.91 feet;
 thence North 30°22'21" East 416.03 feet;
 thence North 59°37'39" West 449.34 feet to a point of the westerly boundary of said
 Parcel "A";
 thence along said westerly boundary North 21°49'00" East 63.40 feet to the Point of
 Beginning of the parcel herein described;
 containing 20.27 acres more or less;
 subject to easements and restrictions of record;
 bearings are based on the westerly boundary of Parcel "A", being North 21°49'00" East.

WILSON, MILLER, BARTON & PEEK, INC.

BY Joseph S. Boggs DATE 3/26/93
Joseph S. Boggs, F.L.S. #3516

Not valid unless embossed with the Professional's seal.

W.O. 15496
Ref: 4L-1066 (IK:kjd)

EXHIBIT "A"
30 of 30

1716-91-01020236 1/14
Naples
(813) 649-4040

Fort Myers
(813) 319-1020

Surasota

RECORDED FOR THE STATE OF FLORIDA
IN THE PUBLIC RECORDS OF
COLLIER COUNTY, FLORIDA
DATE: 3-26-1993

OR: 4442 PG: 3436
OR: 2938 PG: 2016

PAGE

OR: 4436 PG: 3182

Developed Commercial Property

Description of part of Parcel B, Pelican Bay Unit Sixteen,
Plat Book 18, pages 35 through 36, Collier County, Florida
17.12 acre parcel

BEGINNING at the northeasterlymost corner of Parcel B, Pelican Bay Unit Sixteen, as recorded in Plat Book 18, pages 35 through 36 inclusive of the Public Records of Collier County, Florida;

thence along the easterly line of said Parcel B, South 00°37'39" East 990.00 feet;

thence leaving said boundary, South 89°22'21" West 125.00 feet;

thence 15.71 feet along the arc of a circular curve concave southeasterly, having a radius of 10.00 feet, through a central angle of 90°00'00" and being subtended by a chord which bears South 44°22'21" West 14.14 feet;

thence South 00°37'39" East 85.00 feet;

thence South 89°22'21" West 40.00 feet;

thence South 00°37'39" East 165.00 feet;

thence South 89°22'21" West 173.00 feet;

thence North 00°37'39" West 28.00 feet;

thence South 89°22'21" West 97.00 feet;

thence North 45°37'39" West 155.56 feet;

thence North 00°37'39" West 115.00 feet;

thence North 45°37'39" West 110.31 feet;

thence North 00°37'39" West 295.00 feet;

thence North 44°22'21" East 56.57 feet;

thence North 00°37'39" West 62.24 feet;

thence North 25°01'24" West 212.03 feet;

thence North 00°53'12" East 150.10 feet;

thence North 16°48'00" East 95.06 feet;

thence North 64°45'00" East 85.94 feet;

thence North 09°51'40" East 155.00 feet to the northerly line of said Parcel B;

thence along the northerly line of said Parcel B, South 80°08'20" East 551.00 feet to the northeasterlymost corner of said Parcel B and the Point of Beginning;

parcel contains 17.12 acres more or less;

subject to easements and restrictions of record;

bearings are based on the easterly line of said Parcel B, as being South 00°37'39" East;

WILSON, MILLER, BARTON & PEEK, INC.

EXHIBIT "B"

Page 1 of 3

✓ OR: 4442 PG: 3437 ✓



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

ENGINEERS PLANNERS SURVEYORS
1383 AIRPORT-PULLING ROAD NORTH, NAPLES, FLORIDA 33942-9986 (813) 643-4545

(Waterside Shops)

A parcel of land located in Parcel "B"
Pelican Bay Unit One (P.B. 12, pages 47-52)
Collier County, Florida

(Tract "B" - revised 9-22-87)

0-0-1-3-0-1
OR-BOOK

All that part of Parcel "B" of Pelican Bay Unit One according to the plat thereof as recorded in Plat book 12, pages 47-52, Collier County Public Records, Collier County, Florida and being more particularly described as follows;

Commencing at the southeast corner of said Parcel "B";
thence along the east line of said Parcel "B" North 0°-39'-32"
West 17.50 feet to the POINT OF BEGINNING of the parcel herein described;

thence along a line which lies 17.5 feet north of and parallel with (as measured at right angle to) the platted south line of said Parcel "B" South 89°-30'-11" West 1085.29 feet to a point on a curve and the west line of said Parcel "B";

thence along said west line northwesterly 35.24 feet along the arc of a non-tangential circular curve concave to the northeast, having a radius of 50.00 feet, through a central angle of 40°-22'-47" and being subtended by a chord which bears North 20°-50'-56" West 34.51 feet;

thence continue along said west line North 0°-39'-32" West 705.19 feet;

thence continue along said west line northwesterly 472.66 feet along the arc of a circular curve concave to the southwest, having a radius of 2050.00 feet, through a central angle of 13°-12'-38" and being subtended by a chord which bears North 07°-15'-51" West 471.62 feet to a point on said curve;

thence North 76°-40'-18" East 75.10 feet;

thence northeasterly 204.84 feet along the arc of a circular curve concave to the southeast, having a radius of 926.37 feet, through a central angle of 12°-40'-10" and being subtended by a chord which bears North 83°-00'-23" East 204.43 feet;

thence North 89°-20'-28" East 88.06 feet to a point on a curve;

thence southeasterly 138.70 feet along the arc of a non-tangential circular curve concave to the northeast, having a radius of 125.00 feet, through a central angle of 63°-34'-27" and being subtended by a chord which bears South 58°-52'-19" East 131.69 feet;

thence North 89°-20'-28" East 25.00 feet;

thence northeasterly 259.18 feet along the arc of a circular curve concave to the northwest, having a radius of 450.00 feet, through a central angle of 33°-00'-00" and being subtended by a chord which bears North 72°-50'-23" East 255.61 feet to a point on said curve;

thence South 32°-27'-12" East 564.55 feet;
thence North 89°-30'-11" East 107.47 feet to the east line of said Parcel "B";

(continued on page 2)

0-0-1-4-5-5-
PAGE

OR. 4442 PG: 3438 ✓
OR. 2590 PG: 2010 ✓

EXHIBIT "B"
Page 2 of 3



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

A parcel of land located in Parcel "B"
Pelican Bay Unit One (P.B. 12, pages 47-52)
Collier County, Florida
(Tract "B" - revised 9-22-87)
(continued from page 1)

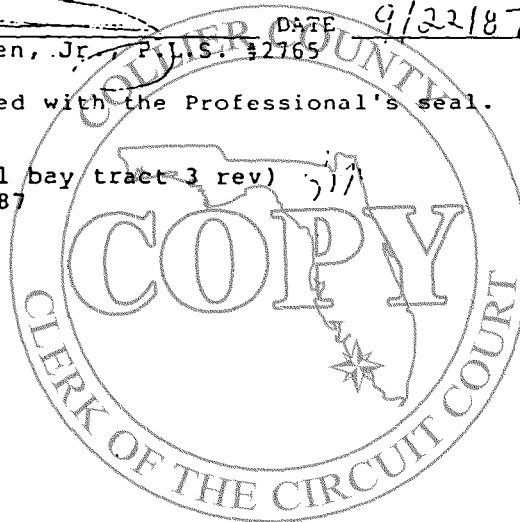
thence along said east line South 0°-39'-32" East 771.25 feet
to the Point of Beginning of the parcel herein described;
containing 28.33 acres of land more or less;
subject to easements and restrictions of record.

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

BY Wilbur M. Christiansen, Jr. DATE 9/22/87
P.L.S. #2765

Not valid unless embossed with the Professional's seal.

W.O. 5334.2
Ref: 5L-117 (LS:kd pel bay tract 3 rev) 2/7
Date: September 17, 1987



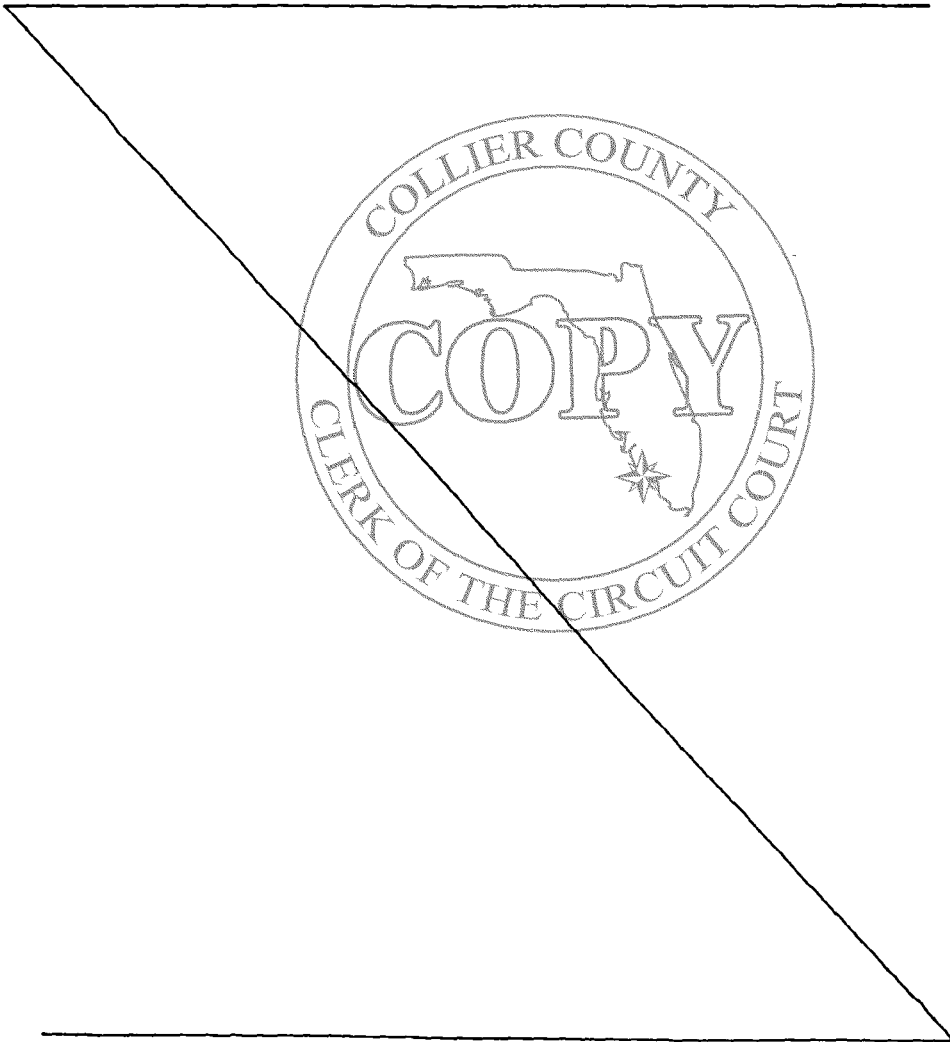
OR: 2938 PG: 2019 ✓
OR: 4442 PG: 3439 ✓

Gulf Bay Property Subject to Settlement Agreement

EXHIBIT "C"
(Parcels One and Two as set forth below)

Parcel One

Tracts C, D, E and F of Waterpark Place at Pelican Bay as recorded in Plat Book 19, pages 19 through 21, a Replat of Parcel "B", Pelican Bay Unit Fifteen, as recorded in Plat Book 18, pages 5 through 14, all of the Public Records of Collier County, Florida.



✓ OR: 4442 PG: 3440 ✓



Parcel Two

Legal description of part of Parcel "T",
 Pelican Bay Unit Three (P.D. 13, page 35)
 Collier County, Florida

(Parcel north of St. Lucia)
 ordered by Ed Griffith - not surveyed

All that part of Parcel "T", Pelican Bay Unit Three, according to the plat thereof as recorded in Plat Book 13, page 35, Public Records of Collier County, Florida, being more particularly described as follows;

Commencing at the southeast corner of said Parcel "T" and the southeast corner of those lands as described in O.R. Book 1320, pages 1397-1404 inclusive, Public Records of Collier County, Florida;

thence along the east line of said Parcel "T" and the east line of said described lands northerly 446.80 feet along the arc of a circular curve concave to the east, having a radius of 2325.72 feet, through a central angle of 11°-30'-00" and being subtended by a chord which bears North 07°-19'-45" West 466.02 feet to a point on said curve and the POINT OF BEGINNING of the parcel herein described;

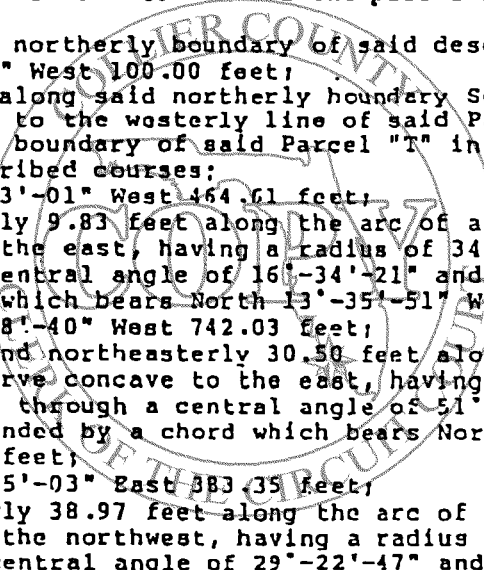
thence along the northerly boundary of said described lands South 88°-25'-15" West 100.00 feet;
 thence continue along said northerly boundary South 70°-40'-01" West 634.36 feet to the westerly line of said Parcel "T";
 thence along the boundary of said Parcel "T" in the following twelve (12) described courses:

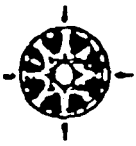
- 1) North 21°-53'-01" West 464.61 feet;
- 2) northwesterly 9.83 feet along the arc of a circular curve concave to the east, having a radius of 34.00 feet, through a central angle of 16°-34'-21" and being subtended by a chord which bears North 13°-35'-51" West 9.80 feet;
- 3) North 05°-18'-40" West 742.03 feet;
- 4) northerly and northeasterly 30.50 feet along the arc of a circular curve concave to the east, having a radius of 34.00 feet, through a central angle of 51°-23'-43" and being subtended by a chord which bears North 20°-23'-11" East 29.49 feet;
- 5) North 46°-05'-03" East 383.35 feet;
- 6) northeasterly 38.97 feet along the arc of a circular curve concave to the northwest, having a radius of 76.00 feet, through a central angle of 29°-22'-47" and being subtended by a chord which bears North 31°-23'-40" East 38.55 feet to a point on said curve;
- 7) North 87°-18'-20" East 102.42 feet;
- 8) northeasterly 402.26 feet along the arc of a circular curve concave to the north, having a radius of 991.07 feet, through a central angle of 23°-15'-20" and being subtended by a chord which bears North 75°-40'-40" East 399.51 feet to a point on said curve;

(continued on page 2)

Exhibit "C"
 Page 2 of 6

✓ OR: 4442 PG: 3441 ✓





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

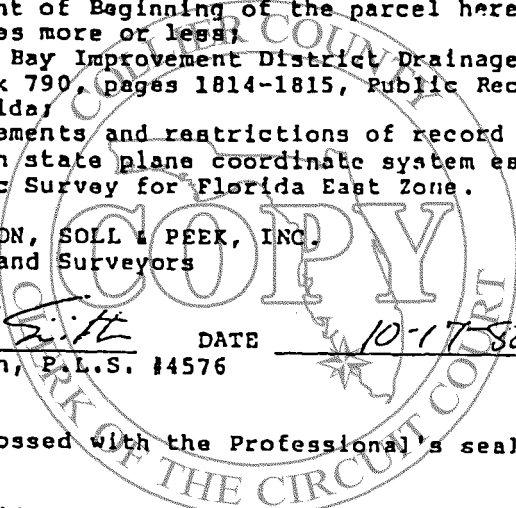
Legal description of part of Parcel "T",
 Pelican Bay Unit Three (P.B. 13, page 35)
 Collier County, Florida
 (Parcel north of St. Lucia)
 ordered by Ed Griffith - not surveyed
 (continued from page 1)

- 9) South 25°-57'-00" East 201.94 feet;
- 10) southeasterly and southerly 673.99 feet along the arc of a circular curve concave to the southwest, having a radius of 1140.00 feet, through a central angle of 33°-52'-28" and being subtended by a chord which bears South 09°-00'-46" East 664.22 feet;
- 11) South 07°-55'-28" West 176.17 feet;
- 12) southerly 385.77 feet along the arc of a circular curve concave to the east, having a radius of 2325.72 feet, through a central angle of 09°-30'-13" and being subtended by a chord which bears South 03°-10'-22" West 385.32 feet to the Point of Beginning of the parcel herein described;

containing 28.25 acres more or less;
 subject to a Pelican Bay Improvement District Drainage Easement recorded at O.R. book 790, pages 1814-1815, Public Records of Collier County, Florida;
 subject to other easements and restrictions of record if any;
 bearings are based on state plane coordinate system established by the National Geodetic Survey for Florida East Zone.

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

BY Elizabeth F. Smith DATE 10-17-88
 Elizabeth F. Smith, P.L.S. #4576



Not valid unless embossed with the Professional's seal.

W.O. 7453.2
 Ref: 3L-324 (LS:kjd parcel t)
 Date: October 14, 1988

LESS AND EXCEPT THE LEGAL DESCRIPTION FOR ST. MARISSA, ST. KITTS AND ST. VINCENTS ATTACHED.

✓ OR: 4442 PG: 3442 ✓

LESS AND EXCEPT:

ST. HARISSA, A CONDOMINIUM

LEGAL DESCRIPTION

THAT PART OF PARCEL "T" PELICAN BAY, UNIT 3, AS RECORDED IN PLAT BOOK 13, PAGE 33 OF THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID PARCEL "T" BEING A POINT ON A CURVE CONCAVE TO THE NORTHEAST, HAVING A RADIUS OF 2325.72 FEET;

THENCE NORTHERLY ALONG THE ARC OF SAID CURVE AND BEING THE WESTERLY RIGHT-OF-WAY OF PELICAN BAY BOULEVARD 466.80 FEET THROUGH A CENTRAL ANGLE OF 11°30'00";

THENCE LEAVING SAID RIGHT-OF-WAY S 88°25'15" W, 100.00 FEET;

THENCE S 70°41'51" W, 40.00 FEET TO THE POINT OF BEGINNING OF THE LANDS HEREIN DESCRIBED;

THENCE CONTINUE S 70°41'51" W, 175.11 FEET;

THENCE N 44°59'21" E, 0.73 FEET;

THENCE N 35°59'28" W, 470.42 FEET;

THENCE N 34°42'11" E, 139.00 FEET;

THENCE S 55°17'49" E, 181.00 FEET;

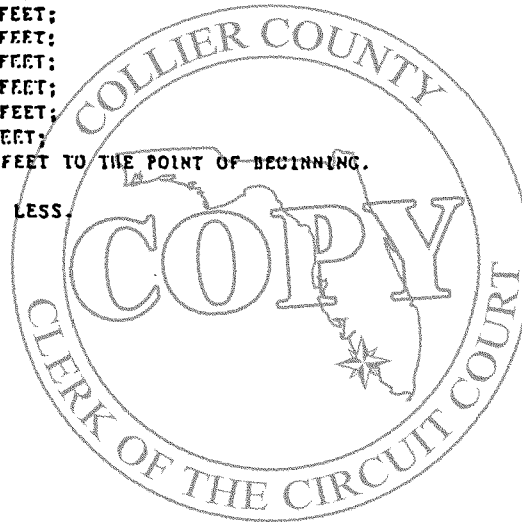
THENCE S 40°47'49" E, 114.95 FEET;

THENCE S 19°13'04" E, 128.08 FEET;

THENCE N 70°41'51" E, 48.78 FEET;

THENCE S 19°18'09" E, 151.13 FEET TO THE POINT OF BEGINNING.

CONTAINING 2.18 ACRES MORE OR LESS.



OR: 4442 PG: 3443 ✓

LESS AND EXCEPT:

ST. KITTS, A CONDOMINIUM

LEGAL DESCRIPTION

Description of a 2.2498 acre tract of land, out of and a part of Parcel "T", Pelican Bay - Unit 3, a subdivision on file and of record in Plat Book 13, page 35, of the Plat Records of Collier County, Florida. Said 2.8711 acre tract being more particularly described by metes and bounds as follow:

BEGINNING at an iron pin found at the northeast corner of a certain portion of said Parcel "T" described in the Official Records Book 1320, pages 1397-1404 of the Public Records of Collier County, Florida:

THENCE along the northerly lines of said portion, the following two (2) courses:

- 1. South 88° 25' 15" West, 100.00 feet to an iron pin found;
- 2. South 70° 41' 51" West, 215.11 feet to an iron pin found at the intersection with the easterly lines of a certain Pelican Bay Improvement District Drainage Easement described in Official Records Book 790, pages 1814-5 of the Public Records of Collier County, Florida:

THENCE along said Easement lines, the following three (3) courses:

- 1. North 44° 59' 21" East, 0.73 feet to an iron pin found;
- 2. North 35° 59' 28" West, 470.42 feet to an iron pin found;
- 3. North 34° 42' 11" East, 139.00 feet to an iron pin found at the "POINT OF BEGINNING" of said 2.2498 acre tract of land:

THENCE along the southerly line of said 2.2498 acre tract, South 55° 17' 49" East, 145.99 iron pin found:

THENCE along the easterly lines of said 2.2498 acres tract of land the following five (5) courses:

- 1. North 34° 42' 11" East, 230.01 feet to a point;
- 2. North 16° 50' 05" East, 108.60 feet to a point;
- 3. North 00° 21' 56" East, 60.00 feet to a point;
- 4. North 39° 03' 32" West, 70.74 feet to a point;
- 5. North 18° 14' 37" West, 204.49 feet to a point;

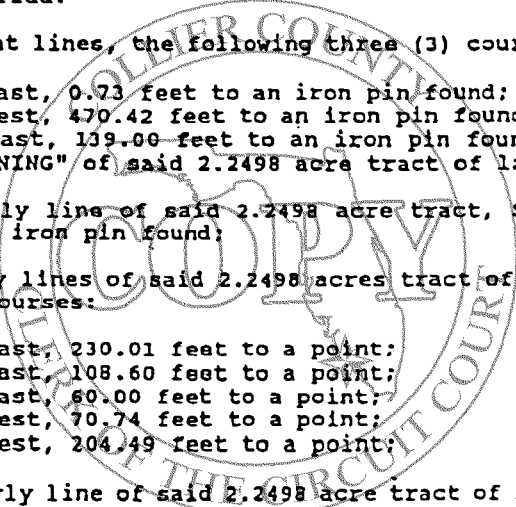
THENCE across the northerly line of said 2.2498 acre tract of land, South 71° 45' 23" West, 176.00 feet to a point intersecting the easterly lines of said certain Pelican Bay Improvement District Drainage Easement:

THENCE along the westerly lines of said 2.2498 acre tract of land and the easterly lines of said certain Pelican Bay Improvement District Drainage Easement the following two (2) courses:

- 1. South 18° 14' 37" East, 323.71 feet to a point;
- 2. South 34° 42' 11" West, 190.40 feet to the "POINT OF BEGINNING".

CONTAINING 2.2498 acres of land.

✓ OR: 4442 PG: 3444 ✓



LESS AND EXCEPT:

ST. VINCENTS
LEGAL DESCRIPTION

DESCRIPTION of a 1.2890 acre tract of land, out of and a part of Parcel "T", Pelican Bay - Unit 3, a subdivision on file and of record in Plat Book 13, page 35, of the Plat Records of Collier County, Florida. Said 1.2890 acre tract being more particularly described by metes and bounds as follows:

COMMENCING at an iron pin found at the northeast corner of a certain portion of said Parcel "T" described in the Official Records Book 1320, pages 1397 through 1404 of the Public Records of Collier County, Florida;

THENCE along the northerly lines of said portion, the following two (2) courses:

1. South 88°25'15" West, 100.00 feet to an iron pin found;
2. South 70°41'51" West, 215.11 feet to an iron pin found at the intersection with the easterly lines of a certain Pelican Bay Improvement District Drainage Easement described in Official Records Book 790, pages 1814 & 1815 of the Public Records of Collier County, Florida;

THENCE along said Easement lines, the following three (3) courses:

1. North 44°59'21" East, 0.73 feet to an iron pin found;
2. North 35°59'58" East, 470.42 feet to an iron pin found;
3. North 34°42'11" East, 139.00 feet to an iron pin found;

THENCE across said Parcel "T" the following four (4) courses:

1. South 55°17'49" East, 181.00 feet to an iron pin found;
2. South 40°47'49" East, 114.95 feet to an iron pin found;
3. South 19°13'04" East, 98.21 feet to an iron pin set;
4. North 70°41'51" East, 69.25 feet to an iron pin set for the "POINT OF BEGINNING" of said 1.2890 acre tract of land herein described;

THENCE along the southerly and easterly lines of said 1.2890 acre tract of land the following five (5) courses:

1. North 70°41'51" East, 56.48 feet to a point;
2. North 53°57'28" East, 23.14 feet to a point;
3. North 24°35'51" East, 192.99 feet to a point;
4. North 10°33'46" East, 46.91 feet to a point;
5. North 00°21'56" East, 214.69 feet to a point;

THENCE along the northerly and westerly lines of said 1.2890 acre tract of land the following five (5) courses:

1. North 89°38'04" West, 116.72 feet to a point;
2. South 02°34'10" West, 175.22 feet to a point;
3. along a curve, concave to the east, whose elements are: central angle of 188°38'27", radius of 35.87 feet, arc length of 118.30 feet and a chord that bears South 06°04'36" West, 71.52 feet to a point;
4. South 21°18'58" West, 157.78 feet to a point;
5. South 19°18'09" East, 80.70 feet to the "POINT OF BEGINNING"

CONTAINING 1.2890 acres of land.

RECORDER'S MEMO: Legibility
of Writing, Typing or Printing
unsatisfactory in this document
when received.

✓ OR: 4442 PG: 3445 ✓

Undeveloped Commercial Property

(Oakmont Parkway Parcel)

Parcel One of OAKMONT PARKWAY EXTENSION, according to the plat thereof recorded in Plat Book 21, Pages 77 and 78, of the Public Records of Collier County, Florida, less the following two parcels:

- 1. A portion of Parcel One of OAKMONT PARK ^{WAY} EXTENSION, according to the plat thereof recorded in Plat Book 21, Pages 77 and 78, of the Public Records of Collier County, Florida, being more particularly described as follows:

Begin at the Southwest corner of Parcel One of OAKMONT PARKWAY EXTENSION, according to the plat thereof recorded in Plat Book 21, Pages 77 and 78, of the Public Records of Collier County, Florida, the same being a point on the Easterly right-of-way line of Oakmont Parkway; thence run North 31° 16'00" East, along the Westerly boundary of said Parcel One and along said Easterly right-of-way line for a distance of 14.73 feet; thence run North 89° 22'21" East, parallel with the Southerly boundary of said Parcel One, for a distance of 378.10 feet to a point on the Easterly boundary of said Parcel One; thence run South 00° 37'39" East, along the Easterly boundary of said Parcel One, for a distance of 12.50 feet to the Southeast corner of said parcel; thence run South 89° 22'21" West, along the Southerly boundary of said Parcel One, for a distance of 385.38 feet to the Point of Beginning.

Bearings refer to the North line of Parcel Two of OAKMONT PARKWAY EXTENSION, according to plat thereof recorded in Plat Book 21, Pages 77 and 78, of the Public Records of Collier County, Florida, as being South 89° 22'21" West.

- 2. PLAT OF FIRST NATIONAL BANK OF NAPLES, according to the plat thereof recorded in Plat Book 25, Pages 79 and 80, of the Public Records of Collier County, Florida.

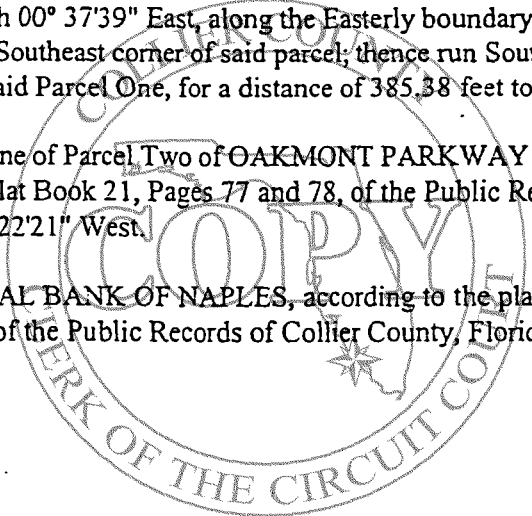
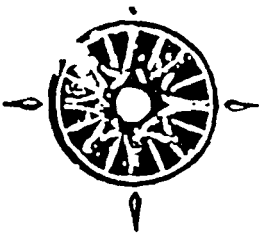


EXHIBIT "D"

✓ OR: 4442 PG: 3446 ✓



WILSON, MILLER, BARTON, SOLL & PEEK, INC.
PROFESSIONAL ENGINEERS, PLANNERS AND LAND SURVEYORS

Ritz Hotel Property

Description of part of Section 32,
Township 48 South, Range 25 East,
Collier County, Florida.

Hotel Site, Northwest Fill Area
Coral Ridge-Collier Properties
Ordered by: Dave Caldwell

OR BOOK 111585

✓ OR: 4442 PG: 3447 ✓

PAGE 142949

All that part of Section 32, Township 48 South, Range 25 East, Collier County, Florida, being described as follows;

Commencing at the southeast corner of Section 32, Township 48 South, Range 25 East, Collier County, Florida;

thence along the east line of said Section 32, North 00°-38'-50" West 3437.06 feet to the southerly right-of-way line of State Road S-862 (Vanderbilt Beach Road);

thence along said right-of-way line North 80°-08'-20" West 826.38 feet to the POINT OF BEGINNING of the parcel herein described;

thence South 09°-51'-40" West 175.00 feet;

thence South 40°-00'-00" East 38.00 feet;

thence South 09°-51'-40" West 533.88 feet to a point on a curve;

thence southwesterly 288.29 feet along the arc of a non-tangential circular curve concave to the southeast, having a radius of 450.00 feet and being subtended by a chord which bears South 56°-42'-48" West 283.39 feet;

thence North 80°-08'-20" West 590.41 feet to the State of Florida Department of Natural Resources Coastal Construction Control Line (per revised map of record recorded July 29, 1980, Collier County, Florida);

thence continue North 80°-08'-20" West 200 feet more or less to the Mean High Water Line of the Gulf of Mexico;

thence northwesterly along said Mean High Water Line 750 feet more or less to a point on the said southerly line of those lands as described in O.R. Book 966, pg. 1864, Collier County Public Records, Collier County, Florida;

thence along said southerly line South 80°-08'-20" East +200 feet to the said Florida Department of Natural Resources Coastal Construction Control Line;

thence continue along the southerly line of those lands as described in said O.R. 966, pg. 1864, South 80°-08'-20" East 724.44 feet;

thence along the easterly line of said described lands North 09°-51'-40" East 225.00 feet to the southerly right-of-way line of State Road S-862 (Vanderbilt Beach Road);

thence along said right-of-way line South 80°-08'-20' East 307.00 feet to the Point of Beginning of the parcel herein described;

being a part of Section 32, Township 48 South, Range 25 East, Collier County, Florida;

containing 19.2 acres of land more or less;
subject to easements and restrictions of record.

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

BY Wilbur M. Christiansen, Jr. P.L.S.
Wilbur M. Christiansen, Jr., P.L.S.

Not Valid Unless Embossed with the Professional's Seal.

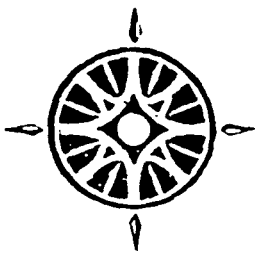
W.O. 20907

November 15, 1982

EXHIBIT "E"
Page 1 of 3

Ref: 5L-61, 5L-21

Recorded and indexed
in Public Records of
COLLIER COUNTY, FLORIDA
JAMES C. GILES, CLERK



WILSON, MILLER, BARTON, SOLL & PEEK, INC.
PROFESSIONAL ENGINEERS, PLANNERS AND LAND SURVEYORS

GR BOOK 471-87

Description of part of Section 32,
Township 48 South, Range 25 East,
Collier County, Florida.

(Annex Parking Site) *OK*

All that part of Section 32, Township 48 South, Range 25 East,
Collier County, Florida, being more particularly described as
follows;

Commencing at the southeast corner of said Section 32;
thence along the east line of said Section 32, North 00°-38'-50"
West 3437.06 feet to the southerly right-of-way line of State Road
S-862 (Vanderbilt Beach Road);
thence along said right-of-way line North 80°-08'-20" West 826.38
feet to a point on the easterly boundary line of those lands as
described in O.R. Book 1073, page 1444, Collier County Public
Records, Collier County, Florida and to the POINT OF BEGINNING of
the parcel herein described;
thence along the easterly line of said described lands South
09°-51'-40" West 175.00 feet;
thence continue along said easterly line South 40°-00'-00" East
38.00 feet;
thence leaving said easterly line continue South 40°-00'-00"
East 430.00 feet;
thence South 72°-00'-00" East 139.88 feet;
thence North 09°-51'-40" East 496.49 feet to said southerly
right-of-way line of State Road S-862 (Vanderbilt Beach Road);
thence along said southerly right-of-way line North 80°-08'-20"
West 496.24 feet to the Point of Beginning of the parcel herein
described;
containing 4.22 acres of land more or less;
subject to easements and restrictions of record.

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

BY *Walter M. Christiansen, Jr.* DATE 12/23/85
Walter M. Christiansen, Jr., P.L.S. #2765

Not valid unless embossed with the Professional's seal.

W.O. 24880
Ref: 4L-388 (LS:kd annex)

EXHIBIT "E"
Page 2 of 3

✓ OR: 4442 PG: 3448 ✓

PAGE 00-660



WILSON MILLER · BARTON · SOLL & PEEK, INC.

ENGINEERS PLANNERS SURVEYORS
1383 AIRPORT-PULLING ROAD NORTH NAPLES, FLORIDA 33942-8888 (813) 643-4548

Description of part of Section 32,
Township 48 South, Range 25 East,
Collier County, Florida.

(2.80+ acre parcel east of Ritz and
south of Annex parking parcel)
ordered by Jack McKenna

All that part of Section 32, Township 48 South, Range 25 East,
Collier County, Florida, being more particularly described as
follows;

Commencing at the southeast corner of said Section 32;
thence along the east line of said Section 32, North 00°-38'-50"
West 3437.06 feet to the southerly right-of-way line of State Road
S-862 (Vanderbilt Beach Road);
thence along said right-of-way line North 80°-08'-20" West 826.38
feet to a point on the easterly boundary line of those lands as
described in O.R. Book 1073, page 1444, Collier County Public
Records, Collier County, Florida;
thence along the easterly line of said described lands South
09°-51'-40" West 175.00 feet;
thence continue along said easterly line South 40°-00'-00" East
38.00 feet to the POINT OF BEGINNING of the parcel herein
described;

thence leaving said easterly line continue South 40°-00'-00"
East 430.00 feet;
thence South 72°-00'-00" East 54.88 feet;
thence South 15°-30'-00" West 176.42 feet to a point on a
curve;
thence southwesterly 376.44 feet along the arc of a
non-tangential circular curve concave to the southeast, having
a radius of 801.03 feet and being subtended by a chord which
bears South 88°-31'-48" West 372.98 feet to a point on said
curve and the boundary of the Ritz-Carlton Hotel Site;
thence along said boundary North 9°-51'-40" East 533.89 feet to
the Point of Beginning of the parcel herein described;

containing 2.80 acres of land more or less;
subject to easements and restrictions of record.

OR BOOK 1073 PAGE 1589

✓ OR: 4442 PG: 3449 ✓

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

BY John E. Boutwell DATE Feb. 12, 1987
John E. Boutwell, P.L.S. #3934

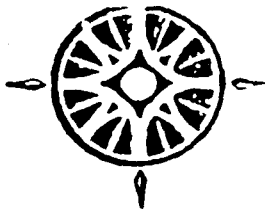
Not valid unless embossed with the Professional's seal.

W.O. 27035
Ref: 3L-250 pending (LS:kd lake-3)
Date: February 11, 1987

EXHIBIT "E"
Page 3 of 3

RECORDED
2008 FEB 12 10 58 AM
COLLIER COUNTY CLERK
TAMARA J. HARRIS

Bm



WILSON, MILLER, BARTON, SOLL & PEEK, INC.
PROFESSIONAL ENGINEERS, PLANNERS AND LAND SURVEYORS

Registry Hotel Property

Description of part of Parcel "D"
of Pelican Bay Unit One, Plat Book 12,
pages 47 through 52, Collier County,
Florida.

15+ Proposed Hotel Site
Ordered by Dave Caldwell

OR BOOK
001121

All that part of Parcel "D" of Pelican Bay Unit One according to the plat thereof as recorded in Plat Book 12, pages 47 through 52, Collier County Public Records, Collier County, Florida and being more particularly described as follows:

Commencing at the southwest corner of the southeast 1/4 of Section 9, Township 49 South, Range 25 East, Collier County, Florida; thence along the south line of said Section 9, South 89°-30'-59" West 158.25 feet to the POINT OF BEGINNING of the parcel herein described;

thence continue along the south line of said Section 9, said line also being the south line of Parcel "D" of said Pelican Bay Unit One, South 89°-30'-59" West 488.00 feet;
thence North 0°-29'-01" West 50.00 feet;
thence North 46°-47'-34" West 123.05 feet;
thence South 89°-30'-59" West 212.00 feet;
thence North 74°-50'-41" West 101.04 feet;
thence North 15°-09'-19" East 170.00 feet;
thence North 0°-26'-26" East 246.75 feet;
thence North 15°-31'-21" West 51.44 feet;
thence North 74°-28'-39" East 856.61 feet to the westerly right-of-way line of Crayton Road as shown on the said Plat of Pelican Bay Unit One;
thence along said right-of-way line the following four (4) described courses: (1) South 24°-43'-05" East 255.77 feet, (2) southeasterly 425.70 feet along the arc of a circular curve concave to the southwest having a radius of 1150.00 feet, and being subtended by a chord which bears South 11°-06'-48" East 423.27 feet, (3) South 0°-30'-31" East 70.17 feet, (4) southerly and southwesterly 78.56 feet along the arc of a circular curve concave to the northwest, having a radius of 50.00 feet and being subtended by a chord which bears South 44°-30'-14" West 70.73 feet;
thence South 89°-30'-59" West 98.23 feet;
thence South 0°-30'-31" East 70.00 feet to the Point of Beginning of the Parcel herein described;
containing 15.0 acres of land more or less;
subject to easements and restrictions of record.

0011993
PAGE

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

BY Wilbur M. Christiansen, Jr. P.L.S.
Wilbur M. Christiansen, Jr.

TCX
12/21/83

Not Valid unless Embossed with the Professional's Seal.

W.O. 20973

December 8, 1982

Ref: 4L-270

EXHIBIT "F"
Page 1 of 2

OR: 4442 PG: 3450 ✓

A portion of Parcel "C" of PELICAN BAY UNIT ONE according to the Plat thereof as recorded in Plat Book 12, Pages 47 through 52 of the Public Records of Collier County, Florida, described as follows:

Commence at the Southwest corner of the Southeast one-quarter (SE $\frac{1}{4}$) of Section 9, Township 49 South, Range 25 East; thence North 89°30'11" East, along the South line of said Section 9, a distance of 139.98 feet; thence North 00°29'49" West, a distance of 70.00 feet to a point on the South line of said Parcel "C" and the North Right of Way line of Seagate Drive as shown on said Plat of PELICAN BAY UNIT ONE, said point being the Point of Beginning of said portion; thence North 89°30'11" East, along said South line of Parcel "C", a distance of 667.03 feet to a line parallel with and 500 feet West of the East line of said Parcel "C"; thence North 00°39'32" West, along said parallel line, a distance of 630.00 feet; thence North 35°09'32" West, a distance of 280.00 feet; thence South 89°30'11" West, a distance of 446.14 feet; thence South 46°42'00" West, a distance of 51.76 feet; thence South 43°18'00" East, a distance of 22.28 feet to the beginning of a curve concave to the West having a radius of 80.00 feet and a central angle of 96°34'52"; thence Southeasterly, Southerly and Southwesterly, along the arc of said curve, a distance of 134.85 feet; thence South 53°16'52" West, a distance of 198.80 feet to a point on the Westerly line of said Parcel "C", said point being at the beginning of a curve concave to the Southwest having a radius of 1250.00 feet, a central angle of 21°12'34" and to said point a radial line bears North 68°16'55" East; thence Southeasterly and Southerly, along the arc of said curve and said Westerly line of Parcel "C", a distance of 462.72 feet to the point of tangency; thence South 00°30'31" East, a distance of 70.22 feet to the beginning of a curve concave to the Northeast having a radius of 50.00 feet and a central angle of 89°59'18"; thence Southerly, Southeasterly and Easterly, along the arc of said curve, a distance of 78.53 feet to the Point of Beginning.

Said land being in Collier County, Florida.

Subject to easements, restrictions, reservations, covenants, limitations and conditions of record.

BAK
12/30/80

OR: 4442 PG: 3451 ✓

Prepared by and Return to:
Pelican Bay Foundation, Inc.
6251 Pelican Bay Boulevard
Naples, Florida 34108

4276733 OR: 4438 PG: 3750
RECORDED in OFFICIAL RECORDS of COLLIER COUNTY, FL
03/27/2009 at 11:33AM DWIGHT H. BROCK, CLERK
REC FEE 299.00

Retn:
PELICAN BAY FOUNDATION
6251 PELICAN BAY BLVD
NAPLES FL 34108

**CERTIFICATE OF NOTICE OF PRESERVATION OF COVENANTS
UNDER MARKETABLE RECORD TITLE ACT
PELICAN BAY FOUNDATION, INC.**

This Certificate shall serve as notice the Board of Directors of the Pelican Bay Foundation, Inc. approved the State of Marketable Title Action and the preservation of the recorded covenants and restrictions contained in the Declaration and General Protective Covenants for Pelican Bay, originally recorded in Official Records Book 825, Page 1755 et seq., of the Public Records of Collier County, Florida, as amended, by at least two-thirds of the members of the Board of Directors of the Association at the Regular Meeting of the Board of Directors held on March 27, 2009 pursuant to Section 712.05(1)(c), Florida Statutes.

IN WITNESS WHEREOF, we have affixed our hands this 27th day of March, 2009 at Collier County, Florida.

WITNESSES:

Stephen N. Feldhaus

Witness #1

STEPHEN N. FELSHAUS

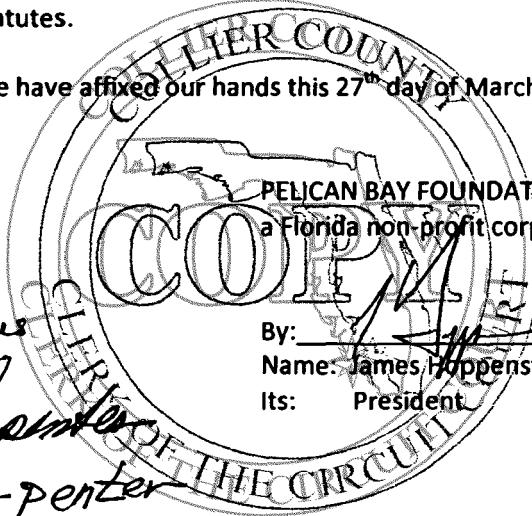
Witness #1 Printed Name

William R. Carpenter

Witness #2

William R Carpenter

Witness #2 Printed Name



PELICAN BAY FOUNDATION, INC.
a Florida non-profit corporation

By: *[Signature]*
Name: James Hoppensteadt
Its: President

STATE OF FLORIDA)
) ss:
COUNTY OF COLLIER)

The foregoing instrument was sworn to, subscribed and acknowledged before me this 27th day of March, 2009, by James Hoppensteadt as President of PELICAN BAY FOUNDATION, INC., a Florida non-profit corporation, on behalf of said corporation who is personally known to me.

NOTARY PUBLIC-STATE OF FLORIDA
Suzanne Minadeo
Commission # DD674114
Expires: JULY 02, 2011
BONDED THRU ATLANTIC BONDING CO., INC.

Suzanne Minadeo
NOTARY PUBLIC
Print Name: Suzanne Minadeo
My Commission Expires:

Exhibit "G"
pg 1 of 3

✓ OR: 4442 PG: 3452 ✓

This instrument was prepared without an opinion of title and after recording return to: Gregory L. Urbancic, Esq. Goodlette, Coleman, Johnson, Yovanovich & Koester, P.A. 4001 Tamiami Trail North, Suite 300 Naples, Florida 34103 (239) 435-3535

(space above this line for recording data)

NOTICE OF PRESERVATION OF COVENANTS UNDER MARKETABLE RECORD TITLE ACT

The undersigned, being the duly elected President of Pelican Bay Foundation, Inc., a Florida not-for-profit corporation does hereby file this Notice on behalf of the said entity and in support thereof states as follows:

- 1. The name and address of the entity filing this Notice is Pelican Bay Foundation, Inc., a Florida not-for-profit corporation (the "Association"), whose mailing address is 6251 Pelican Bay Blvd., Naples, Florida 34108. The Articles of Incorporation of the Association were originally filed with the office of the Secretary of State under the name Pelican Bay of Naples Foundation, Inc. on May 11, 1979, and the Association was organized for the purpose of operating and administering the community known as Pelican Bay, pursuant to the recorded covenants and restrictions pertaining thereto entitled Declaration and General Protective Covenants for Pelican Bay, originally recorded in Official Records Book 825, Page 1755 et seq., of the Public Records of Collier County, Florida, as amended.
2. The Association has timely mailed a Statement of Marketable Title Action as required by Section 712.06(1)(b), Florida Statutes to all members of the Association. Attached hereto as Exhibit "B" is an Affidavit executed by Robert O. Naegle, Chairman of the Board of Directors of the Association affirming that the Board of Directors caused the Statement of Marketable Title Action to be timely mailed to all members of the Association. Further, attached hereto as Exhibit "C" is the original Statement of Marketable Title Action that was timely mailed to all members of the Association.
3. This Notice shall confirm that the Board of Directors of the Association approved the Statement of Marketable Title Action and the preservation of the recorded covenants and restrictions contained in the Declaration and General Protective Covenants for Pelican Bay, originally recorded in Official Records Book 825, Page 1755 et seq., of the Public Records of Collier County, Florida, as amended, by at least two-thirds of the members of the Board of Directors of the Association at the Regular Meeting of the Board of Directors held on March 27, 2009 pursuant to Section 712.05(1)(c), Florida Statutes.
4. The real property affected by this Notice is legally described on Exhibit "A" attached hereto and made a part hereof.

Exhibit "G" Pg 2 of 3


OR: 4442 PG: 3453

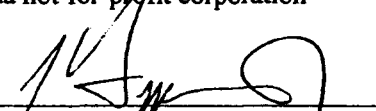
5. The real property interest claimed under this Notice, and which was approved by the Board of Directors of the Association, is the right to preserve for thirty (30) years from the date of this filing those certain recorded covenants and restrictions set forth in the Declaration and General Protective Covenants for Pelican Bay, originally recorded in Official Records Book 825, Page 1755 et seq., of the Public Records of Collier County, Florida, as amended from time to time.


Dated this 27th date of March, 2009.

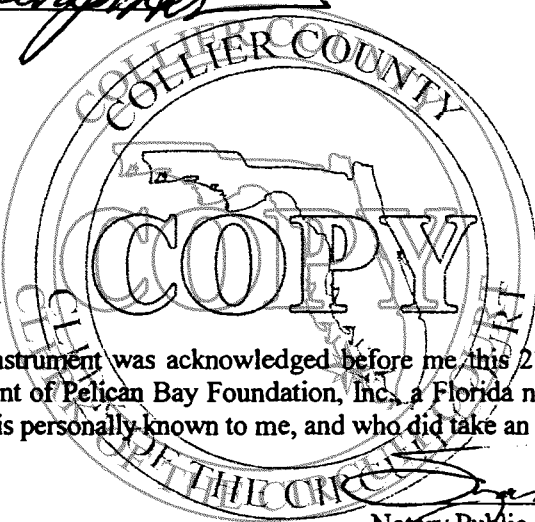
PELICAN BAY FOUNDATION, INC.,
a Florida not-for-profit corporation

Witnesses:


Stephen M. Feldhaus

By: 
James Hoppensteadt, President


William R. Carpenter

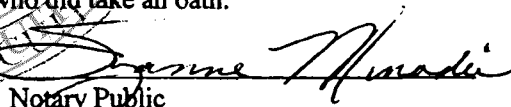


STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this 27th day of March, 2009 by James Hoppensteadt, as President of Pelican Bay Foundation, Inc., a Florida not-for-profit corporation, on behalf of said corporation, who is personally known to me, and who did take an oath.

(SEAL)

NOTARY PUBLIC-STATE OF FLORIDA
Suzanne Minadeo
Commission #DD674114
Expires: JULY 02, 2011
BONDED TRUST ATLANTIC SURETY CO., INC.


Notary Public
Suzanne Minadeo
My Commission Expires: July 2, 2011

✓ *** OR: 4442 PG: 3454 *** ✓