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DR2761 PG1357

RECORD VERIFIED • CHARLIE GREEN, CLERK •  
BY: HELEN CARROLL, D.C.

This instrument prepared by  
and return to:  
Vivien N. Hastings, Esq.  
801 Laurel Oak Drive, #500  
Naples, FL 33963  
(813) 597-6061

4059905

FORTY-THIRD SUPPLEMENT  
TO THE  
AMENDED AND RESTATED DECLARATION  
AND GENERAL PROTECTIVE COVENANTS  
FOR  
PELICAN LANDING  
(Windsor at Pelican Landing)

THIS SUPPLEMENT is made this 31 day of October, 1996, by WCI COMMUNITIES LIMITED PARTNERSHIP, successor to WCN Communities, Inc. (formerly Westinghouse Communities of Naples, Inc.) a Delaware limited partnership, which was Declarant of that particular AMENDED AND RESTATED DECLARATION AND GENERAL PROTECTIVE COVENANTS FOR PELICAN LANDING and is hereinafter referred to as DECLARANT.

WITNESSETH:

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

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

WHEREAS, in accordance with the terms of the DECLARATION, DECLARANT desires to subject all of the real property described in Exhibit "A" attached hereto to the DECLARATION and to the jurisdiction of the Pelican Landing Community Association, Inc. for those reasons set forth in the preamble to the DECLARATION; and

NOW THEREFORE, DECLARANT hereby declares that real property described in Exhibit "A" attached hereto shall be held, transferred, sold, conveyed and occupied subject to the DECLARATION, and the supplemental restrictions, covenants, servitudes, impositions, easements, charges and liens hereinafter set forth.

ARTICLE I  
DEFINITIONS

1. "BUILDING HEIGHT" shall mean the vertical distance measured from the finished grade of the LOT or minimum base flood elevation, whichever is greater, to the mean high level between eaves and ridge of gable, hip and gambrel roofs.
2. "DECLARANT" shall mean and refer to WCI COMMUNITIES LIMITED PARTNERSHIP, a Delaware limited partnership, presently having its principal place of business in Lee County, Florida, its successors or assigns of any or all of its rights under the DECLARATION.
3. "DECLARATION" shall mean and refer to the AMENDED AND RESTATED GENERAL COVENANTS AND GENERAL PROTECTIVE COVENANTS FOR PELICAN LANDING as recorded in Official Records Book 2198 at Pages 1873 through 2026, inclusive, of the Public Records of Lee County, Florida, as amended, and as may be amended from time to time.
4. "DWELLING UNIT" shall mean and refer to any residential unit intended for occupancy by one family or household.
5. "LOT" or "LOTS" shall mean any one of or all of those platted lots in the NEIGHBORHOOD.
6. "NEIGHBORHOOD" shall mean and refer to the real property, or any portion thereof, described in Exhibit "A" attached hereto.
7. "OWNER" shall mean and refer to any person or persons, entity or entities, who are the record owner or owners of any fee interest in the NEIGHBORHOOD, their heirs, successors, legal representatives or assigns.
8. "SUPPLEMENT" shall mean this Forty-third Supplement to the Amended and Restated Declaration and General Protective Covenants for Pelican Landing.

ARTICLE II  
RESTRICTIONS

1. USE RESTRICTIONS

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

b. Notwithstanding the above provisions, the DECLARANT authorizes The Windsor at Pelican Landing, Ltd. to use one or more DWELLING UNITS as a sales office and/or model center for the promotion of real estate in Pelican Landing subject to DECLARANT'S written approval of the design and location thereof.

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

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

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

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

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

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

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

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

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

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

- i. Front LOT line: 20 feet
- ii. Side LOT line: One Story 7.5 feet  
Two Story 7.5 feet

All setbacks from Pelican Colony Boulevard shall be 30 feet.

- iii. Rear LOT line (LOTS 1-19, along wetland): 30 feet
- Rear LOT line (LOTS 19-52, where abutting lake): 20 feet
- Rear LOT line (LOTS 33, 34, 38, 39 & 46): Principal structure 20 feet  
Screen enclosure 10 feet

All setbacks are measured to structure or building walls. Roof and structure overhangs may encroach into setback areas provided they do not encroach into any easement without specific written approvals from the entity(ies) to whom the easement was granted and from Lee County.

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

c. Minimum floor area per DWELLING UNIT shall be two thousand (2,000) square feet of living area. The method of determining square foot area of proposed buildings and structures or additions and enlargements thereto, shall be to multiply the outside horizontal dimensions of the building or structure at each floor level. Garages, porches, patios, terraces and other similar areas and structures shall not be taken into account in calculating the minimum area required.

d. No building or structure of any kind shall exceed thirty (30) feet in height.

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

3. BUFFER AREAS

LOTS 6 through 19, inclusive, abut a fifteen (15') foot wide strip of land which shall be designated as a Buffer Area on the plat for the NEIGHBORHOOD, which Buffer Areas is more particularly described in the sketch attached hereto as Exhibit "B". This Buffer Area shall be subjected to a Grant of Conservation Easement, in favor of the Bayside Improvement Community Development District ("BICDD") and the South Florida Water Management District ("SFWMD"), to be recorded in the Public Records of Lee County, Florida .

4. CONSERVATIONS AREAS

Certain portions of the NEIGHBORHOOD shall be designated as Conservation Areas on the plat for the NEIGHBORHOOD and shall be subject to a Grant of Conservation Easement in favor of BICDD and SFWMD to be recorded in the Public Records of Lee County, Florida. Any acts of uses detrimental to the retention of such Conservation Areas in their natural condition are prohibited.

5. WATER MANAGEMENT ACCESS

LOTS 1 through 19 of the NEIGHBORHOOD are subject to a twenty (20') foot wide access easement along the rear property line, which access is for purposes of construction, repair and maintenance of a water management berm and to provide access thereto for the benefit of the BICDD. Roof and structure overhangs may encroach into easement area provided they do not encroach into

the easement area without specific written approvals from the entity(ies) to whom the easement was granted and from Lee County.

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

a. All enclosures, including spa, hot tub and swimming pool enclosures (screen or otherwise), must be approved in writing by DECLARANT prior to construction. No flat screen enclosures, unless part of an approved mansard screen enclosure, are permitted. Bare aluminum screening and screen enclosures will not be permitted. Bronze colored screen enclosures are required for LOTS 1 - 4, 27, 28, 42, 43 and 52, and encouraged on all other LOTS. All enclosures must be approved in writing by DECLARANT.

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

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

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

e. Structures may be erected within the thirty (30') foot landscape/berm easement on LOTS 1, 27, 28, 42, 43 and 52, provided that the berm shall not be altered in any way and, that specific written approvals have been obtained from BICDD and from Lee County.

7. LANDSCAPING

a. OWNER shall submit to DECLARANT, for its review and approval, a landscape and irrigation plan for the LOT (including adjacent rights-of-way, and area between the property line and any abutting road or water's edge). It is DECLARANT'S intent that the existing native vegetation be retained to the maximum extent possible. Clearing shall be done selectively, retaining wherever possible the native vegetation. OWNER'S Landscape Plan shall indicate OWNER'S plan for the retention and/or clearing of any existing native vegetation, in accordance with Article II, Section 12 of this SUPPLEMENT. DECLARANT reserves the right to comment and require changes should special conditions or situations exist.

- i. Provided, however, OWNERS of LOTS 1, 27, 28, 42, 43 and 52, which LOTS include a thirty (30') foot landscape/berm easement, shall conform their landscape plan for the portion of the landscape/berm easement on their LOT adjacent to the landscape/berm easement to DECLARANT'S Pelican Colony Boulevard Streetscape Plan, including approved plant list.
- b. Prior to making any change, variation or deviation from the approved landscaping plan, an OWNER shall first obtain DECLARANT'S written approval of the change, variation or deviation. Any additional landscaping to be installed after occupancy of any DWELLING UNIT requires written approval of DECLARANT prior to installation.
- c. Each OWNER shall install or retain the landscape material as approved by DECLARANT. All landscaping, trees, shrubs and lawns shall be maintained by OWNER in good and living condition at all times.
  - i. The BICDD shall install and maintain the landscaping and irrigation system in the landscape/berm easement portion of LOTS 1, 27, 28, 42, 43 and 52. The BICDD shall maintain the landscaping in the landscape/berm portion of LOTS 1, 27, 28, 42, 43 and 52. The OWNER shall maintain the landscaping and irrigation outside the 30' landscape berm easement.
- d. The OWNER of a LOT shall be responsible for maintaining and keeping in good working order the landscape irrigation system installed in or on the OWNER'S LOT and adjacent right-of-way and areas between the property line of a LOT and any abutting road or water's edge.
- e. Surface water runoff must be properly handled, and cause no ponding, erosion or unfavorable impact on adjacent LOTS and must conform to water management system criteria as permitted by the Bayside Improvement Community Development District.

8. GARAGE, CARPORTS AND STORAGE AREAS

- a. No garage shall be erected which is separated from the DWELLING UNIT. Each DWELLING UNIT shall have a garage which shall accommodate no less than two automobiles. Repair of vehicles shall be permitted only inside the garage. All garages must be constructed with doors that are equipped with operating, automatic door openers and closers. The garage doors shall remain closed except upon entering or exiting the garage.
- b. Carports shall not be permitted or erected within the NEIGHBORHOOD.

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

9. MAIL BOXES

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

10. ROOFS

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

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

c. Roof and structure overhangs shall not encroach into any easement unless specific written approvals have been obtained from the entity(ies) to whom the easement was granted and from Lee County.

11. COLORS

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

12. NEIGHBORHOOD DRIVEWAYS

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

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



13. LEASE

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

14. CONSTRUCTION

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

15. LIGHTING

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

16. SIGNS

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

17. NATIVE VEGETATION

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

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

- e. Installation of protective barriers and identification of native vegetation before commencement of construction.
- f. Transplanting of suitable trees removed from construction areas.
- g. Any substantial changes to the approved landscape plan following installation of the landscaping on a LOT shall be resubmitted to DECLARANT for its prior written approval.

ARTICLE III  
GENERAL PROVISIONS

1. PROPERTY UNITS

In accordance with Article 1, Section 34 of the DECLARATION, DECLARANT hereby assigns one (1) PROPERTY UNIT to each platted LOT for a total of fifty-two (52) PROPERTY UNITS assigned to the NEIGHBORHOOD.

2. CONFLICT

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

3. AMENDMENT

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

4. SUPPLEMENT TO GENERAL COVENANTS RUNS WITH THE LAND

The covenants, conditions, restrictions and other provisions under the SUPPLEMENT shall run with the land and bind the property within the NEIGHBORHOOD and shall inure to the benefit of and be enforceable by the DECLARANT for a term of thirty (30) years from the date this SUPPLEMENT is recorded, after which time these provisions shall automatically be extended for

successive periods of ten (10) years. Any time after the initial thirty (30) year period provided for in this Section, these provisions may be terminated or modified in whole or in part by the recordation of a written instrument providing for the termination or modifications executed by the OWNERS of two-thirds (2/3) of the DWELLING UNITS agreeing to the termination or modifications.

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5. WAIVER

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


6. SEVERABILITY

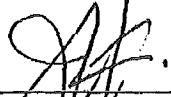
If any section, subsection, sentence, clause, phrase or portion of this SUPPLEMENT is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and shall not affect the validity of the remaining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

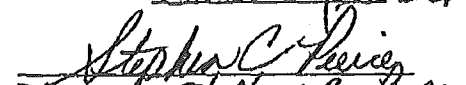
IN WITNESS WHEREOF, WCI COMMUNITIES LIMITED PARTNERSHIP, a Delaware limited partnership, does hereby execute this SUPPLEMENT in its name by their undersigned, authorized officer, this 31 day of OCTOBER, 1996.

WITNESSES:

WCI COMMUNITIES LIMITED PARTNERSHIP, a  
Delaware limited partnership

  
Print name: LAUREL Y. STERY

By:   
Jerry W. Schmoyer  
Senior Vice-President

  
Print name: Stephen C. Pierce

STATE OF FLORIDA )  
COUNTY OF COLLIER)

The foregoing instrument was acknowledged before me this 31 day of OCTOBER, 1996, by Jerry H. Schmoyer, Senior Vice-President, of WCI Communities Limited Partnership, a Delaware limited partnership, on behalf of the partnership. He is personally known to me.

Laurel Y. Sitterly  
Notary Public  
Print: LAUREL Y. SITTERLY  
My Comm.Expires: \_\_\_\_\_

[SEAL]



OR2761 PG1368

Legal Description  
Pelican Landing - Parcel "N, O & P"  
Sections 8, 9 and 16, T. 47 S., R. 25 E.  
Lee County, Florida

A tract or parcel of land lying within Sections 8, 9 and 16, Township 47 South, Range 25 East, Lee County, Florida and being more particularly described as follows:

BEGINNING at the southwest corner of Tract "K"; according to the plat of Pelican Landing Unit Twenty -Two, as recorded in Plat Book 58, pages 17 through 21, public records of Lee County, Florida, said point also being on the northerly right-of-way line of Pelican Colony Boulevard (100' wide), according to the plat of Pelican Landing Unit Nineteen, as recorded in Plat Book 56, pages 36 through 38, said public records; thence run southwesterly, along said northerly right-of-way line, for 851.78 feet along the arc of a curve to the left, having a radius of 1602.50 feet, a central angle of 30°27'17", a chord length of 841.79 feet and a chord bearing of S 54°46'22" W to a point of compound curvature; thence continue along said northerly right-of-way line, southwesterly, for 400.08 feet along the arc of a curve to the left, having a radius of 1080.00 feet, a central angle of 21°13'30", a chord length of 397.80 feet and a chord bearing of S 28°55'59" W to a point of reverse curvature; thence continue along said northerly right-of-way line, southwesterly, for 402.40 feet along the arc of a curve to the right, having a radius of 975.00 feet, a central angle of 23°38'49", a chord length of 399.55 feet and a chord bearing of S 30°08'38" W to a point on the northeasterly line of a conservation easement as described in O.R. Book 2374 at Pages 695 through 708, said public records; thence N 69°29'53"W, along said northeasterly line, for 108.42 feet to a point on the easterly line of a conservation easement as described in O.R. Book 2665 at Pages 3966 through 3985, said public records; thence run along said easterly line of said conservation easement the following fifty-four (54) courses: (1) N 11°00'00" E for 89.66 feet; (2) N 08°00'00" W for 64.23 feet; (3) N 31°00'00" W for 54.11 feet; (4) N 48°00'00" W for 39.62 feet; (5) N 61°00'00" W for 77.72 feet; (6) N 38°00'00" W for 29.94 feet; (7) N 27°00'00" E for 35.74 feet; (8) N 01°00'00" E for 59.35 feet; (9) N 12°50'16" E for 29.83 feet; (10) N 06°41'21" E for 27.42 feet; (11) N 29°42'50" W for 29.48 feet; (12) N 40°26'04" W for 32.71 feet; (13) N 47°21'55" W for 35.18 feet; (14) N 31°48'42" W for 4.15 feet; (15) N 55°58'04" W for 52.38 feet; (16) N 64°36'59" W for 26.28 feet; (17) S 68°07'38" W for 26.64 feet; (18) S 73°34'50" W for 24.01 feet; (19) N 23°09'25" W for 14.03 feet; (20) N 08°34'11" W for 20.13 feet; (21) N 21°06'57" W for 32.15 feet; (22) N 08°58'20" E for 62.01 feet; (23) N 01°02'04" E for 17.66 feet; (24) N 36°44'20" E for 34.26 feet; (25) N 79°45'14" E for 80.08 feet; (26) N 62°57'53" E for 30.26 feet; (27) N 54°30'53" E for 51.14 feet; (28) N 45°41'48" E for 39.42 feet; (29) N 41°21'04" E for 40.31 feet; (30) N 48°44'33" E for 25.58 feet; (31) N 17°18'35" E for 28.95 feet; (32) N 04°27'42" W for 40.96 feet; (33) N 38°34'21" W for 35.37 feet; (34) N 43°15'49" W for 13.66 feet; (35) N 31°24'30" W for 20.12 feet; (36) N 04°15'40" E for 29.94 feet; (37) N 42°54'48" E for 44.90 feet; (38) N 46°34'31" E for 63.37 feet; (39) N 57°49'18" E for 75.30 feet; (40) N 66°42'26" E for 35.83 feet; (41) N 65°44'46" E for 56.51 feet; (42) N 49°47'44" E for 41.05 feet; (43) N 36°11'19" E for 25.37 feet; (44) N 37°08'07" E for 49.96 feet; (45) N 26°20'29" E for 51.22 feet; (46) N 41°22'22" E for 44.88 feet; (47) N 17°57'05" E for 22.30 feet; (48) N 40°36'22" E for 32.83 feet; (49) N 15°50'23" E for 46.11 feet; (50) N 38°13'51" W for 33.07 feet; (51) N 32°49'56" E for 27.11 feet; (52) N 27°13'30" E for 35.00 feet; (53) N 06°24'22" E for 62.77 feet and (54) N 15°28'22" E for 46.81 feet to the southeast corner of Tract "J" of said plat of Pelican Landing Unit Twenty -Two; thence run along the southerly lines of said Tract "J" and Tract "G" of said plat of Pelican Landing Unit Twenty -Two the following three (3) courses: (1) N 77°00'00" E for 197.25 feet; (2) S 68°00'00" E for 611.05 feet and (3) S 20°00'00" E for 278.85 feet to the POINT OF BEGINNING.

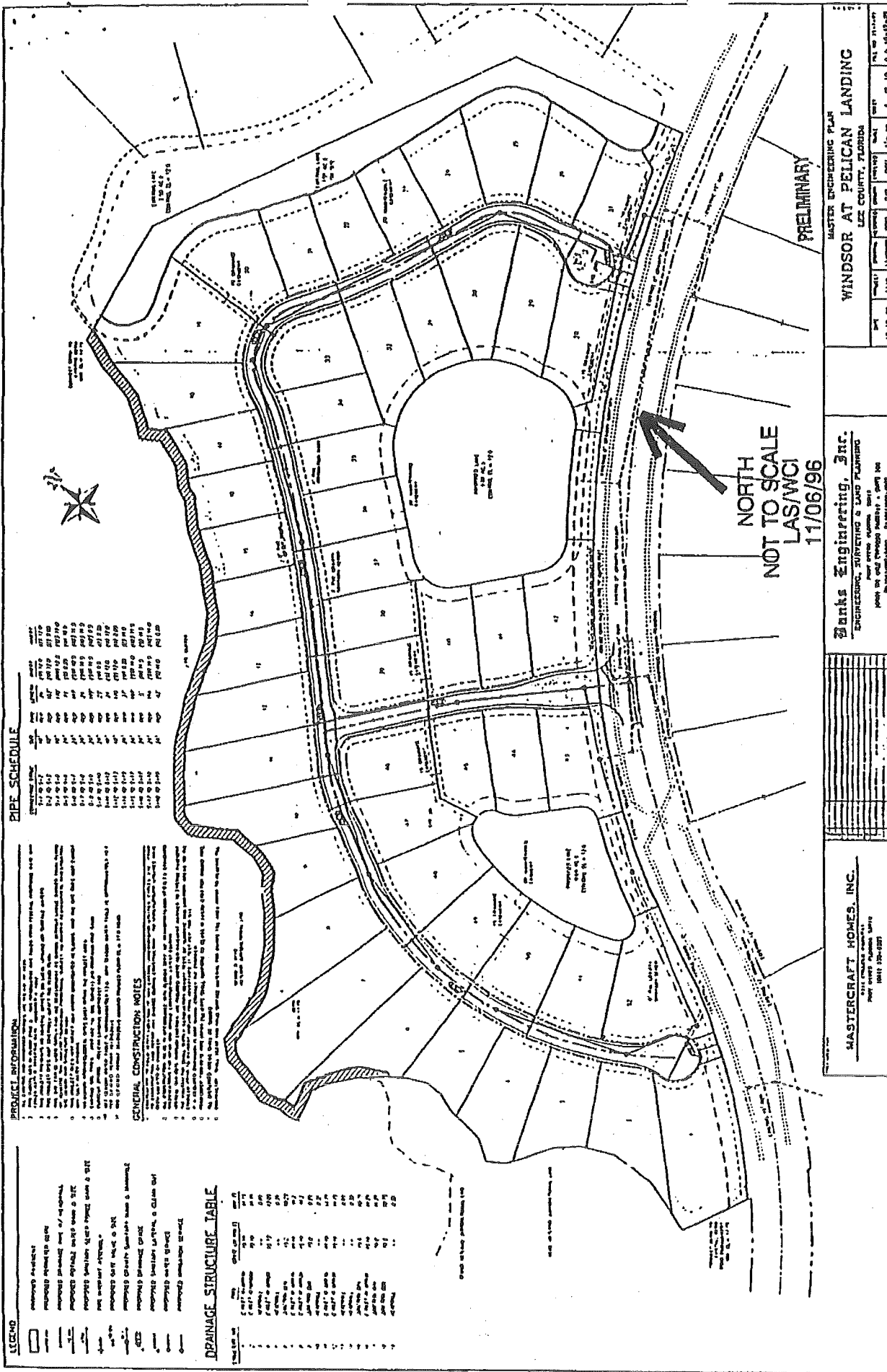
Containing 24.09 acres of land, more or less.

Bearings are derived from a bearing of S 20°00'00" E along the last mentioned south line of said Tract "G", Pelican Landing Unit Twenty -Two.

7/19/96

EXHIBIT "A"

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**PIPE SCHEDULE**

PIPE SIZE	DEPTH	SPACING	DEPTH	SPACING	DEPTH	SPACING
12"	18"	10'	18"	10'	18"	10'
15"	24"	12'	24"	12'	24"	12'
18"	30"	15'	30"	15'	30"	15'
24"	36"	20'	36"	20'	36"	20'
30"	42"	25'	42"	25'	42"	25'
36"	48"	30'	48"	30'	48"	30'
42"	54"	35'	54"	35'	54"	35'
48"	60"	40'	60"	40'	60"	40'
54"	66"	45'	66"	45'	66"	45'
60"	72"	50'	72"	50'	72"	50'
66"	78"	55'	78"	55'	78"	55'
72"	84"	60'	84"	60'	84"	60'
78"	90"	65'	90"	65'	90"	65'
84"	96"	70'	96"	70'	96"	70'
90"	102"	75'	102"	75'	102"	75'
96"	108"	80'	108"	80'	108"	80'
102"	114"	85'	114"	85'	114"	85'
108"	120"	90'	120"	90'	120"	90'
114"	126"	95'	126"	95'	126"	95'
120"	132"	100'	132"	100'	132"	100'
126"	138"	105'	138"	105'	138"	105'
132"	144"	110'	144"	110'	144"	110'
138"	150"	115'	150"	115'	150"	115'
144"	156"	120'	156"	120'	156"	120'
150"	162"	125'	162"	125'	162"	125'
156"	168"	130'	168"	130'	168"	130'
162"	174"	135'	174"	135'	174"	135'
168"	180"	140'	180"	140'	180"	140'
174"	186"	145'	186"	145'	186"	145'
180"	192"	150'	192"	150'	192"	150'
186"	198"	155'	198"	155'	198"	155'
192"	204"	160'	204"	160'	204"	160'
198"	210"	165'	210"	165'	210"	165'
204"	216"	170'	216"	170'	216"	170'
210"	222"	175'	222"	175'	222"	175'
216"	228"	180'	228"	180'	228"	180'
222"	234"	185'	234"	185'	234"	185'
228"	240"	190'	240"	190'	240"	190'
234"	246"	195'	246"	195'	246"	195'
240"	252"	200'	252"	200'	252"	200'
246"	258"	205'	258"	205'	258"	205'
252"	264"	210'	264"	210'	264"	210'
258"	270"	215'	270"	215'	270"	215'
264"	276"	220'	276"	220'	276"	220'
270"	282"	225'	282"	225'	282"	225'
276"	288"	230'	288"	230'	288"	230'
282"	294"	235'	294"	235'	294"	235'
288"	300"	240'	300"	240'	300"	240'
294"	306"	245'	306"	245'	306"	245'
300"	312"	250'	312"	250'	312"	250'
306"	318"	255'	318"	255'	318"	255'
312"	324"	260'	324"	260'	324"	260'
318"	330"	265'	330"	265'	330"	265'
324"	336"	270'	336"	270'	336"	270'
330"	342"	275'	342"	275'	342"	275'
336"	348"	280'	348"	280'	348"	280'
342"	354"	285'	354"	285'	354"	285'
348"	360"	290'	360"	290'	360"	290'
354"	366"	295'	366"	295'	366"	295'
360"	372"	300'	372"	300'	372"	300'
366"	378"	305'	378"	305'	378"	305'
372"	384"	310'	384"	310'	384"	310'
378"	390"	315'	390"	315'	390"	315'
384"	396"	320'	396"	320'	396"	320'
390"	402"	325'	402"	325'	402"	325'
396"	408"	330'	408"	330'	408"	330'
402"	414"	335'	414"	335'	414"	335'
408"	420"	340'	420"	340'	420"	340'
414"	426"	345'	426"	345'	426"	345'
420"	432"	350'	432"	350'	432"	350'
426"	438"	355'	438"	355'	438"	355'
432"	444"	360'	444"	360'	444"	360'
438"	450"	365'	450"	365'	450"	365'
444"	456"	370'	456"	370'	456"	370'
450"	462"	375'	462"	375'	462"	375'
456"	468"	380'	468"	380'	468"	380'
462"	474"	385'	474"	385'	474"	385'
468"	480"	390'	480"	390'	480"	390'
474"	486"	395'	486"	395'	486"	395'
480"	492"	400'	492"	400'	492"	400'
486"	498"	405'	498"	405'	498"	405'
492"	504"	410'	504"	410'	504"	410'
498"	510"	415'	510"	415'	510"	415'
504"	516"	420'	516"	420'	516"	420'
510"	522"	425'	522"	425'	522"	425'
516"	528"	430'	528"	430'	528"	430'
522"	534"	435'	534"	435'	534"	435'
528"	540"	440'	540"	440'	540"	440'
534"	546"	445'	546"	445'	546"	445'
540"	552"	450'	552"	450'	552"	450'
546"	558"	455'	558"	455'	558"	455'
552"	564"	460'	564"	460'	564"	460'
558"	570"	465'	570"	465'	570"	465'
564"	576"	470'	576"	470'	576"	470'
570"	582"	475'	582"	475'	582"	475'
576"	588"	480'	588"	480'	588"	480'
582"	594"	485'	594"	485'	594"	485'
588"	600"	490'	600"	490'	600"	490'
594"	606"	495'	606"	495'	606"	495'
600"	612"	500'	612"	500'	612"	500'
606"	618"	505'	618"	505'	618"	505'
612"	624"	510'	624"	510'	624"	510'
618"	630"	515'	630"	515'	630"	515'
624"	636"	520'	636"	520'	636"	520'
630"	642"	525'	642"	525'	642"	525'
636"	648"	530'	648"	530'	648"	530'
642"	654"	535'	654"	535'	654"	535'
648"	660"	540'	660"	540'	660"	540'
654"	666"	545'	666"	545'	666"	545'
660"	672"	550'	672"	550'	672"	550'
666"	678"	555'	678"	555'	678"	555'
672"	684"	560'	684"	560'	684"	560'
678"	690"	565'	690"	565'	690"	565'
684"	696"	570'	696"	570'	696"	570'
690"	702"	575'	702"	575'	702"	575'
696"	708"	580'	708"	580'	708"	580'
702"	714"	585'	714"	585'	714"	585'
708"	720"	590'	720"	590'	720"	590'
714"	726"	595'	726"	595'	726"	595'
720"	732"	600'	732"	600'	732"	600'
726"	738"	605'	738"	605'	738"	605'
732"	744"	610'	744"	610'	744"	610'
738"	750"	615'	750"	615'	750"	615'
744"	756"	620'	756"	620'	756"	620'
750"	762"	625'	762"	625'	762"	625'
756"	768"	630'	768"	630'	768"	630'
762"	774"	635'	774"	635'	774"	635'
768"	780"	640'	780"	640'	780"	640'
774"	786"	645'	786"	645'	786"	645'
780"	792"	650'	792"	650'	792"	650'
786"	798"	655'	798"	655'	798"	655'
792"	804"	660'	804"	660'	804"	660'
798"	810"	665'	810"	665'	810"	665'
804"	816"	670'	816"	670'	816"	670'
810"	822"	675'	822"	675'	822"	675'
816"	828"	680'	828"	680'	828"	680'
822"	834"	685'	834"	685'	834"	685'
828"	840"	690'	840"	690'	840"	690'
834"	846"	695'	846"	695'	846"	695'
840"	852"	700'	852"	700'	852"	700'
846"	858"	705'	858"	705'	858"	705'
852"	864"	710'	864"	710'	864"	710'
858"	870"	715'	870"	715'	870"	715'
864"	876"	720'	876"	720'	876"	720'
870"	882"	725'	882"	725'	882"	725'
876"	888"	730'	888"	730'	888"	730'
882"	894"	735'	894"	735'	894"	735'
888"	900"	740'	900"	740'	900"	740'
894"	906"	745'	906"	745'	906"	745'
900"	912"	750'	912"	750'	912"	750'
906"	918"	755'	918"	755'	918"	755'
912"	924"	760'	924"	760'	924"	760'
918"	930"	765'	930"	765'	930"	765'
924"	936"	770'	936"	770'	936"	770'
930"	942"	775'	942"	775'	942"	775'
936"	948"	780'	948"	780'	948"	780'
942"	954"	785'	954"	785'	954"	785'
948"	960"	790'	960"	790'	960"	790'
954"	966"	795'	966"	795'	966"	795'
960"	972"	800'	972"	800'	972"	800'
966"	978"	805'	978"	805'	978"	805'
972"	984"	810'	984"	810'	984"	810'
978"	990"	815'	990"	815'	990"	815'
984"	996"	820'	996"	820'	996"	820'
990"	1002"	825'	1002"	825'	1002"	825'
996"	1008"	830'	1008"	830'	1008"	830'
1002"	1014"	835'	1014"	835'	1014"	835'
1008"	1020"	840'	1020"	840'	1020"	840'
1014"	1026"	845'	1026"	845'	1026"	845'
1020"	1032"	850'	1032"	850'	1032"	850'
1026"	1038"	855'	1038"	855'	1038"	855'
1032"	1044"	860'	1044"	860'	1044"	860'
1038"	1050"	865'	1050"	865'	1050"	865'
1044"	1056"	870'	1056"	870'	1056"	870'
1050"	1062"	875'	1062"	875'	1062"	875'
1056"	1068"	880'	1068"	880'	1068"	880'
1062"	1074"	885'	1074"	885'	1074"	885'
1068"	1080"	890'	1080"	890'	1080"	890'
1074"	1086"	895'	1086"	895'	1086"	895'
1080"	1092"	900'	1092"	900'	1092"	900'
1086"	1098"	905'	1098"	905'	1098"	905'
1092"	1104"	910'	1104"	910'	1104"	910'
1098"	1110"	915'	1110"	915'	1110"	915'
1104"	1116"	920'	1116"	920'	1116"	920'
1110"	1122"	925'	1122"	925'	1122"	925'
1116"	1128"	930'	1128"	930'	1128"	930'
1122"	1134"	935'	1134"	935'	1134"	935'
1128"	1140"	940'	1140"	940'	1140"	940'
1134"	1146"	945'	1146"	945'	1146"	945'
1140"	1152"	950'	1152"	950'	1152"	950'
1146"	1158"	955'	1158"	955'	1158"	955'
1152"	1164"	960'	1164"	960'	1164"	960'
1158"	1170"	965'	1170"	965'	1170"	965'
1164"	1176"	970'	1176"	970'	1176"	970'
1170"	1182"	975'	1182"	975'	1182"	975'
1176"	1188"	980'	1188"	980'	1188"	980'
1182"	1194"	985'	1194"	985'	1194"	985'
1188"	1200"	990'	1200"	990'	1200"	990'
1194"	1206"	995'	1206"	995'	1206"	995