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This instrument prepared by:
Michael D. Kaminer, Esquire
24301 Walden Center Drive
Bonita Springs, FL 34134

EIGHTY-FIRST SUPPLEMENT
TO THE
AMENDED AND RESTATED DECLARATION
AND GENERAL PROTECTIVE COVENANTS
FOR
PELICAN LANDING

THIS SUPPLEMENT is made this 15 day of November, 2005, by WCI COMMUNITIES INC. a Delaware corporation, successor by merger of WCI Communities Limited Partnership, successor by merger of Pelican Landing Communities, formerly Westinghouse Bayside Communities, Inc., a Florida corporation, which was Declarant of that particular AMENDED AND RESTATED DECLARATION AND GENERAL PROTECTIVE COVENANTS FOR PELICAN LANDING and is hereinafter referred to as DECLARANT.

WITNESSETH:

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

WHEREAS, all terms used herein shall have the same meaning as given in the above-described DECLARATION; 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, DECLARANT desires to subject all of the real property described in Exhibit "A" attached hereto and made a part hereof (hereinafter referred to as the "Property") to certain, but not all provisions of the DECLARATION; and

NOW THEREFORE, DECLARANT hereby declares that the Property be held, transferred, sold, conveyed and occupied subject to the provisions of the DECLARATION, and, in accordance with Article 1, Section 34 of the DECLARATION, hereby assigns one (1) dwelling unit to each Lot on the Property for a total of fifteen (15) Dwelling Units assigned to the Property. DECLARANT further acknowledges that notwithstanding anything set forth herein to the contrary, the guyed tower and associated equipment building ("Tower") located on the Property as of the effective date of this Supplement, may be dismantled and removed from the Property by New Cingular Wireless PCS, LLC, a Delaware limited liability company ("Cingular") its representative, successor or assign, at any time prior to and through December 31, 2006, without receiving the prior approval or any other type of approval or consent of the DECLARANT or any other party or owner which is a member of or representative of Pelican Landing Community Association, Inc. If Cingular, its representative, successor or assign elects to use Pelican Colony Boulevard as the means of ingress and egress to the Property for the purpose of removing the Tower, Cingular, its representative, successor or assign shall provide DECLARANT with forty-eight (48) hours prior notice of its intent to use Pelican Colony Boulevard. Upon receipt of such notice, DECLARANT shall notify those persons or entities that control and/or manage the security gates located on Pelican Colony Boulevard advising that Cingular, its representative, successor or assign has the right of ingress and egress through Pelican Colony Boulevard as required to remove the Tower from the Property. Cingular or its representative, successor or assign, as the case may be, shall be responsible for restoring or repairing landscaping, street curbing, light fixtures or other improvements damaged during the removal of the Tower from the TRACT; provided, however, such repair and restoration obligations shall not apply to the service access road over which Cingular has an easement and which currently serves as Cingular's access to the Tower.

IN WITNESS WHEREOF, WCI COMMUNITIES INC., a Delaware corporation, does hereby execute this SUPPLEMENT in its name by its undersigned, authorized officers and affixes its corporate seal hereto, this 15 day of November, 2005.

WCI COMMUNITIES INC,
a Delaware corporation

WITNESSES:

Elsa Bermingham

Print Name: Elsa Bermingham

[Signature]

Print Name: CHERYL RODRIGUEZ

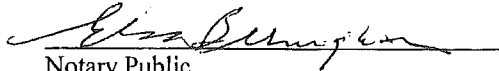
By: *Michael P. Kaminer*

Print Name: Michael D. Kaminer

Its: Vice President

STATE OF FLORIDA)
COUNTY OF LEE)

The foregoing instrument was acknowledged before me this 15th day of November, 2005, by Michael D. Kaminer, as Vice President of WCI Communities Inc., a Delaware corporation, on behalf of the corporation. He is personally known to me.



Notary Public

Print Name: Elsa Bermingham

My Commission expires:



Elsa Bermingham
Commission #DD191974
Expires: Mar 10, 2007
Bonded Thru
Atlantic Bonding Co. Inc.

EXHIBIT "A"

Legal Description

AT & T SPRING CREEK ROAD SITE

A parcel of land located in the Southwest Quarter (SW 1/4) of the Southeast Quarter (SE 1/4) of Section 8, Township 47 South, Range 25 East, Lee County, Florida, being more particularly described as follows:

COMMENCE at the Southeast corner of the Southeast 1/4 (SE 1/4) of Section 8, Township 47 South, Range 25 East, Lee County, Florida;
Thence run WEST, along the south line of said fraction, for a distance of 1,826.47 feet to the east right-of-way line of Spring Creek Road; thence run N 00°43'51" W, along the east right-of-way line of said Spring Creek Road, for a distance of 843.52 feet to the POINT OF BEGINNING of the parcel of land herein described;
Thence continue N 00°43'51" W, along the east right-of-way line of said Spring Creek Road, for a distance of 340.00 feet;
Thence run N 89°47'50" E for a distance of 190.00 feet;
Thence run N 00°43'51" W for a distance of 125.00 feet to a point on the north line of the South Half (S 1/2) of the Southeast Quarter (SE 1/4) of said Section 8;
Thence run N 89°47'50" E, along said fractional line, for a distance of 346.00 feet to a point on the westerly line of Las Palmas at Pelican Colony Unit Two, according to the plat thereof recorded in Plat Book 63 at page 79 of the public records of Lee County, Florida;
Thence run S 00°43'51" E, along said westerly line, for a distance of 23.11 feet to the northwest corner of Las Palmas at Pelican Colony Unit One, according to the plat thereof recorded in Plat Book 62 at page 64 of the public records of Lee County, Florida;
Thence run S 00°43'51" E, along the westerly line of said Las Palmas at Pelican Colony Unit One, for a distance of 441.89 feet to the northeast corner of Tract "I", Pelican Landing Unit Twenty Five according to the plat thereof as recorded in Plat Book 58 pages 83 and 84 of the public records of Lee County, Florida;
Thence run S 89°47'50" W, along the north line of said Tract "I", for a distance of 536.00 feet to a point on the east right-of-way line of said Spring Creek Road and the POINT OF BEGINNING of the parcel of land herein described, containing 5.176 acres, more or less.

This property is subject to easements, reservation and or restriction of record.

Bearings shown herein refer to the East right-of-way line of Spring Creek Road, as being N 00°43'51"E.

TKW Consulting Engineers, Inc.

Date: _____

Eric V. Sandoval
Professional Surveyor and Mapper
Florida Certificate No. 5223

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