

Retn:

GOODLETTE COLMAN ET AL
4001 TAMIANI TRAIL NORTH #300
NAPLES FL 34103

2421782 OR: 2502 PG: 3198
RECORDED in the OFFICIAL RECORDS of COLLIER COUNTY, FL
01/15/99 at 04:17PM DWIGHT E. BROCK, CLERK

RBC FEE
DOC-.70

15.00
.70

QUIT CLAIM DEED

THIS QUIT CLAIM DEED, is made on this 10 day of December, 1998, between **IPP OF NAPLES, LTD.**, a dissolved Florida limited partnership, whose address is: c/o Ted L. Norris, 294 14th Avenue South, Naples, FL 34102 (the "Grantor"), and **ISLE VERDE NEIGHBORHOOD ASSOCIATION, INC.**, a Florida not-for-profit corporation (the "Grantee"), whose post office address is: 6987 Green Tree Drive, Naples, FL 34108.

The Grantor, in consideration of the sum of **TEN AND NO/100 DOLLARS (\$10.00)** and other good and valuable considerations to said Grantor in hand paid by the Grantee, the receipt and sufficiency of which is hereby acknowledged, hereby conveys, assigns and quit-claims to Grantees and Grantee's heirs, successors and assigns forever, the following described real property in Collier County, Florida, to wit:

Tract "A", PELICAN BAY UNIT TWELVE, according to the plat thereof recorded in Plat Book 17, at Pages 83 through 87, of the Public Records of Collier County, Florida.

Parcel 2, PELICAN BAY UNIT TWELVE, according to the plat thereof recorded in Plat Book 17, at Pages 83 through 87, of the Public Records of Collier County, Florida.

Tract "N", ISLE VERDE AT PELICAN BAY, according to the plat thereof recorded in Plat Book 20, at Pages 1 and 2, of the Public Records of Collier County, Florida.

SUBJECT TO: all of the terms and provisions of the Declaration of Restrictive Covenants, Conditions, Restrictions and Easements for **ISLE VERDE**, as recorded in Official Records Book 1808, at Page 0070, of the Public Records of Collier County, Florida (the "Declaration").

THIS QUIT CLAIM DEED IS GIVEN BY Grantor, by and through its corporate general partners, in connection with the winding up of the affairs of IPP of Naples, Ltd., as a limited partnership and the winding up of the affairs of its respective general partners as corporations, all under the laws of the State of Florida, and its general partners, and is specifically intended to satisfy the provisions of Article II, Section 6, of the Declaration wherein Grantor, as the declarant under the Declaration and the Developer of Isle Verde (the "Neighborhood"), obligated itself to convey title to the Common Properties of the Neighborhood to Grantee upon the sale of all of the Homesites to be developed by Grantor within the Neighborhood.

This Instrument Prepared By:

Scott M. Ketchum, Esq.
Goodlette, Coleman & Johnson
4001 Tamiami Trail North, Suite 300
Naples, FL 34103



IN WITNESS WHEREOF, the undersigned Grantor has caused this instrument to be duly executed and delivered on the day and year first above written.

IPP OF NAPLES, LTD.,
a dissolved Florida limited partnership

By: COMSTRAN LIMITED, a dissolved Florida
limited partnership, by its general partner
COMSTRAN CORPORATION,
a dissolved Florida corporation

Witnesses:

Its: General Partner

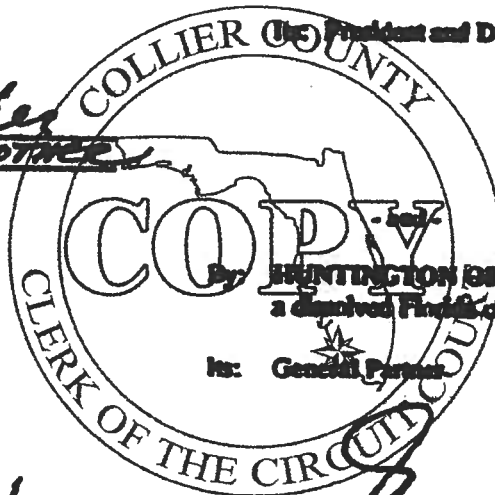
[Signature]
Witness Name: [Signature]

By: [Signature] Pres.
Ted L. North,

Its: President and Director

[Signature]
Witness Name: VERA GROTH

Witnesses:



By: HUNTINGTON OF PELICAN BAY, INC.,
a dissolved Florida corporation

Its: General Partner

[Signature]
Witness Name: FRANK S. CRAWFORD

By: [Signature]
George Robinson,

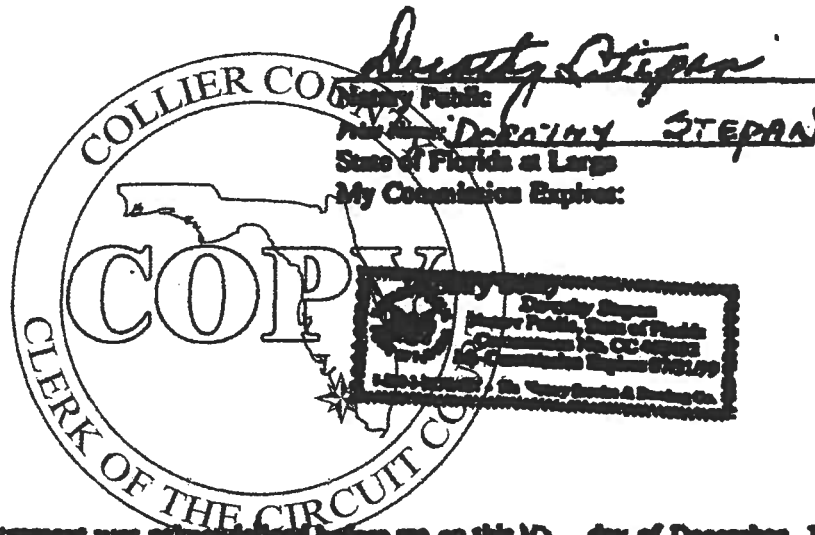
Its: President and Director

[Signature]
Witness Name: JOHN CRAWFORD



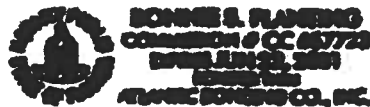
STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me on this 7 day of December, 1998, by **TED L. NOHRSE**, who is personally known to me, as the President and a director of **COMSTRAN CORPORATION**, a dissolved Florida corporation, as the general partner of **COMSTRAN LIMITED**, a dissolved Florida limited partnership, as a general partner of **IPP OF NAPLES, LTD.**, a Florida limited partnership, on behalf of the corporation and the partnerships.



STATE OF FLORIDA
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me on this 10 day of December, 1998, by **GEORGE HUNTINGTON**, who is personally known to me, as President and a director of **HUNTINGTON OF PELICAN BAY, INC.**, a dissolved Florida corporation, as a general partner of **IPP OF NAPLES, LTD.**, a dissolved Florida limited partnership, on behalf of the corporation and the partnership.



Bonnie S. Planting
Notary Public
My Name: Bonnie S. Planting
State of Florida at Large
My Commission Expires: 12-22-01

(Notary Seal)



WILSON MILLER

Legal Description

10' Cart Path Easement, being a part of Tract "N",
Isle Verde at Pelican Bay,
Plat Book 20, pages 1-2, and a part of Tract "A", Bridgestone
Court (right-of-way varies), Pelican Bay Unit Twelve,
Plat Book 17, pages 83 through 87, Collier County, Florida
(IPP, Ltd portion of Cart Path easement)

All that part of Tract "N", according to the plat of Isle Verde at Pelican Bay, Plat Book 20, pages 1 and 2 and that part of Tract "A", Bridgestone Court (right-of-way varies), according to the plat of Pelican Bay Unit Twelve Plat Book 17, pages 83 through 87, of the Public Records of Collier County, Florida; being more particularly described as follows:

Commencing at the westerlymost corner of said Tract "N",
thence along the northerly boundary of said Tract "N" South 69°29'10" East 69.63 feet to the
Point of Beginning;

thence continue along said boundary South 69°29'10" East 14.47 feet;

thence leaving said boundary South 25°46'55" East 19.62 feet;

thence southerly 61.32 feet along the arc of a circular curve concave westerly having a radius
of 130.00 feet through a central angle of 27°01'39" and being subtended by a chord which

bears South 12°16'06" East 60.76 feet;

thence South 01°14'44" West 31.65 feet;

thence North 83°56'15" West 10.04 feet;

thence North 01°14'44" East 30.81 feet;

thence northerly 56.61 feet along the arc of a circular curve concave westerly having a radius
of 120.00 feet through a central angle of 27°01'39" and being subtended by a chord which

bears North 12°16'06" West 56.08 feet;

thence North 25°46'55" West 30.08 feet to the Point of Beginning.

Subject to easements and restrictions of record.

Bearings are based on the northerly boundary line of said Tract "D" being South 69°29'10" East.

Certificate of authorization #LB-43.

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

By:

John P. Maloney
John P. Maloney, P.S.M. #4493

12-4-97

Ref. 2L-568

Not valid unless embossed with the Professional's seal

WILSON, MILLER, BARTON & PEEK, INC.

3200 Bayley Lane, Suite 200, Naples, Florida 34105-8907 • Phone 941-649-4040 • Fax 941-645-0710

Web Site: www.wilsonmiller.com

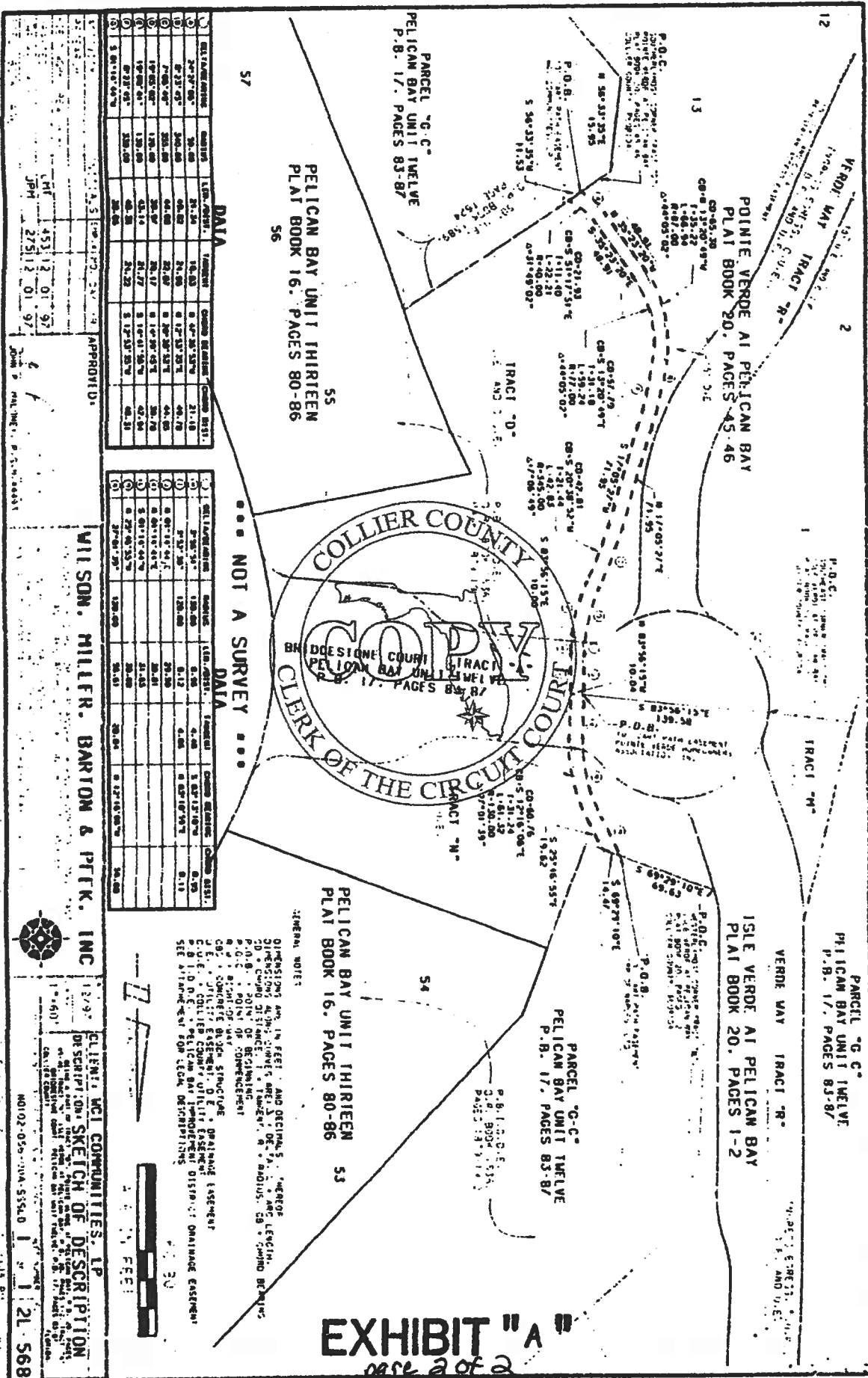
E-mail: engr@wilsonmiller.com

12/09/97-35487 Ver. 010-MSE
PL 10 010-000000
ENR102-036-000-ECOR-18531

EXHIBIT "A"
page 1 of 2

OR: 2502 PG: 3205





57

PARCEL "G-C"
PELICAN BAY UNIT TWELVE
P.B. 17, PAGES 83-87

PELICAN BAY UNIT THIRTEEN
PLAT BOOK 16, PAGES 80-86

56

DATA

LINE	BEARING	DISTANCE	POINT	BEARING	DISTANCE	POINT
1	S 27° 00' 00" W	30.00	21.34	S 27° 00' 00" W	30.00	21.34
2	S 27° 00' 00" W	30.00	21.34	S 27° 00' 00" W	30.00	21.34
3	S 27° 00' 00" W	30.00	21.34	S 27° 00' 00" W	30.00	21.34
4	S 27° 00' 00" W	30.00	21.34	S 27° 00' 00" W	30.00	21.34
5	S 27° 00' 00" W	30.00	21.34	S 27° 00' 00" W	30.00	21.34
6	S 27° 00' 00" W	30.00	21.34	S 27° 00' 00" W	30.00	21.34
7	S 27° 00' 00" W	30.00	21.34	S 27° 00' 00" W	30.00	21.34
8	S 27° 00' 00" W	30.00	21.34	S 27° 00' 00" W	30.00	21.34
9	S 27° 00' 00" W	30.00	21.34	S 27° 00' 00" W	30.00	21.34
10	S 27° 00' 00" W	30.00	21.34	S 27° 00' 00" W	30.00	21.34

*** NOT A SURVEY ***

DATA

LINE	BEARING	DISTANCE	POINT	BEARING	DISTANCE	POINT
1	S 27° 00' 00" W	30.00	21.34	S 27° 00' 00" W	30.00	21.34
2	S 27° 00' 00" W	30.00	21.34	S 27° 00' 00" W	30.00	21.34
3	S 27° 00' 00" W	30.00	21.34	S 27° 00' 00" W	30.00	21.34
4	S 27° 00' 00" W	30.00	21.34	S 27° 00' 00" W	30.00	21.34
5	S 27° 00' 00" W	30.00	21.34	S 27° 00' 00" W	30.00	21.34
6	S 27° 00' 00" W	30.00	21.34	S 27° 00' 00" W	30.00	21.34
7	S 27° 00' 00" W	30.00	21.34	S 27° 00' 00" W	30.00	21.34
8	S 27° 00' 00" W	30.00	21.34	S 27° 00' 00" W	30.00	21.34
9	S 27° 00' 00" W	30.00	21.34	S 27° 00' 00" W	30.00	21.34
10	S 27° 00' 00" W	30.00	21.34	S 27° 00' 00" W	30.00	21.34

WILSON, MILLER, BARTON & PTFK, INC.



CLIENT: MCI COMMUNITIES, LP
DESCRIPTION: SKETCH OF DESCRIPTION
DATE: 12/93
BY: [Signature]
SCALE: 1" = 100' 1" = 200' 1" = 300' 1" = 400' 1" = 500' 1" = 600' 1" = 700' 1" = 800' 1" = 900' 1" = 1000'

EXHIBIT "A"
page 2 of 2

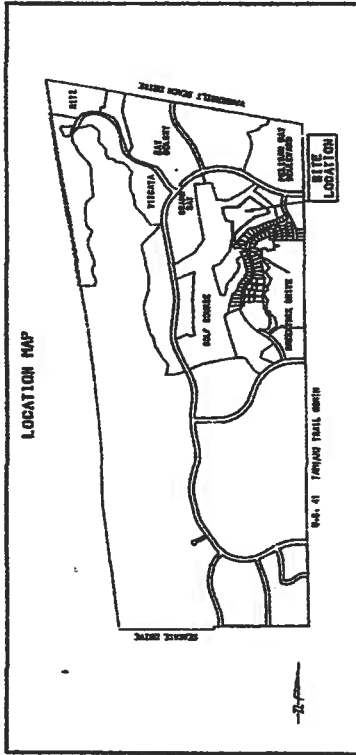


ISLE VERDE AT PELICAN BAY



REPLAT OF PARCELS 23 OF PELICAN BAY UNIT
TWELVE AS RECORDED IN PLAT BOOK 17, PAGES 82-87,
COLLIER COUNTY, FLORIDA.

PART OF SECTION 31, TOWNSHIP 49 SOUTH, RANGE 25 EAST AND
PART OF SECTION 32, TOWNSHIP 49 SOUTH, RANGE 25 EAST,
COLLIER COUNTY, FLORIDA.



LEGAL DESCRIPTION

ALL OF PARCELS 23 OF PELICAN BAY UNIT TWELVE, AS RECORDED IN
PLAT BOOK 17, PAGES 82-87, PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA

GENERAL NOTES:

1. THE INSTRUMENT WAS PREPARED BY THE ENGINEER, AND THE ENGINEER'S CERTIFICATE OF RECORDING IS ON FILE IN THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA.
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8. THE INSTRUMENT WAS PREPARED BY THE ENGINEER, AND THE ENGINEER'S CERTIFICATE OF RECORDING IS ON FILE IN THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA.
9. THE INSTRUMENT WAS PREPARED BY THE ENGINEER, AND THE ENGINEER'S CERTIFICATE OF RECORDING IS ON FILE IN THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA.
10. THE INSTRUMENT WAS PREPARED BY THE ENGINEER, AND THE ENGINEER'S CERTIFICATE OF RECORDING IS ON FILE IN THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA.

THIS INSTRUMENT WAS PREPARED BY THE ENGINEER, AND THE ENGINEER'S CERTIFICATE OF RECORDING IS ON FILE IN THE PUBLIC RECORDS OF COLLIER COUNTY, FLORIDA.

NOTICE: THERE MAY BE ADDITIONAL RESTRICTIONS THAT ARE NOT SHOWN ON THIS PLAN THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

IF A PARTNERED PARTNERSHIP
GENERAL PARTNER

BY: [Signature]

BY: [Signature]

BY: [Signature]

BY: [Signature]

BY: [Signature]

BY: [Signature]

BY: [Signature]

BY: [Signature]

BY: [Signature]

BY: [Signature]

BY: [Signature]

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BY: [Signature]

BY: [Signature]





ISLE VERDE AT PELICAN BAY

A REPLAT OF ALL OF PARCEL "2" OF
PELICAN BAY UNIT TWELVE AS RECORDED
IN PLAT BOOK 17, PAGES 83-87 BEING
PART OF SECTION 33, TOWNSHIP 48 SOUTH
RANGE 25 EAST, AND PART OF SECTION 4,
TOWNSHIP 49 SOUTH, RANGE 25 EAST,
COLLIER COUNTY, FLORIDA

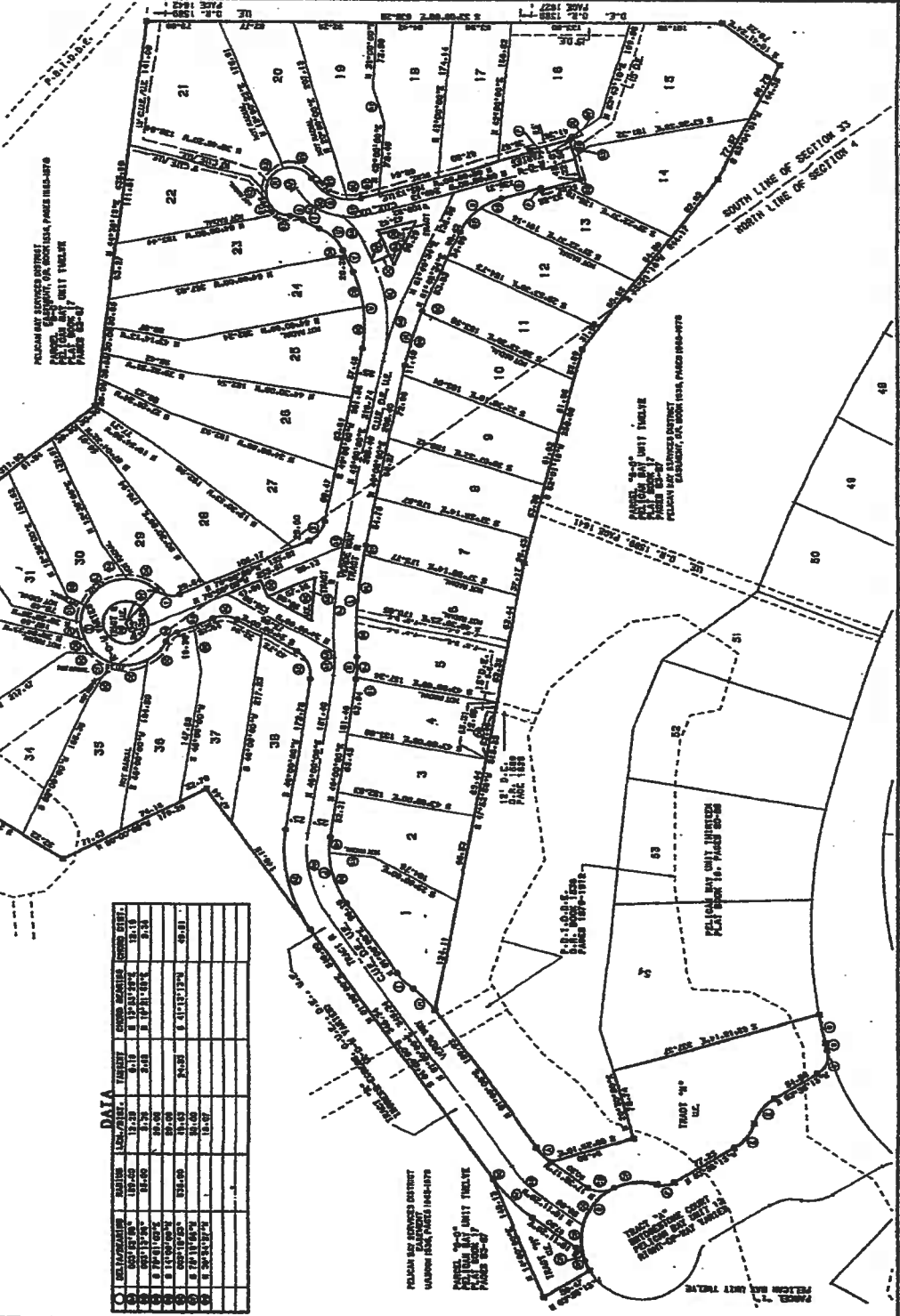
PELICAN BAY DISTRICT
REPLAT OF PARCEL "2" OF
PELICAN BAY UNIT TWELVE
PLAT BOOK 20
PAGE 2

DATA

NO.	SECTION	TOWNSHIP	RANGE	UNIT	AREA	PERCENT	REMARKS
1	33	48	25	12	1.00	100.00	1.00
2	33	48	25	12	1.00	100.00	1.00
3	33	48	25	12	1.00	100.00	1.00
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99	33	48	25	12	1.00	100.00	1.00
100	33	48	25	12	1.00	100.00	1.00

THIS INSTRUMENT WAS PREPARED BY
JAMES H. HARRIS, JR., A PROFESSIONAL
SURVEYOR, LICENSE NO. 12345, AND
WAS RECORDED IN PLAT BOOK 20, PAGE 2,
COLLIER COUNTY, FLORIDA, ON 10/10/2020.

SCALE IN FEET
0 60 120









PELICAN BAY UNIT TWELVE

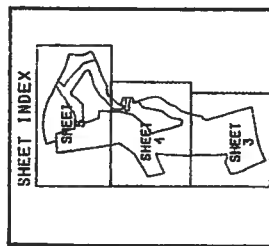


A SUBDIVISION OF PART OF SECTION 4,
TOWNSHIP 29 SOUTH, RANGE 23 EAST AND PART OF
SECTION 25, TOWNSHIP 29 SOUTH, RANGE 23 EAST
AND A RECONSTRUCTION OF PART OF PARCEL
"H" OF PELICAN BAY UNIT TWO, PLAT BOOK 12,
PAGE 74-79, COLLIER COUNTY, FLORIDA

THIS INSTRUMENT WAS PREPARED BY:
JOSEPH B. GORDON, P.L.S., No. 2815
1700 W. PALM BLVD., SUITE 200, FORT
MYERS, FLORIDA 33901
REGISTERED PROFESSIONAL SURVEYOR
STATE OF FLORIDA
MYLES, COLLIER COUNTY, FLORIDA



0 50 100 200
SCALE IN FEET



DATA

	DELTA/MEASUREMENT	RADIUS	LENG./DIST.	TANGENT	CHORD BEARING	CHORD DIST.
1	8 74°00'00"E		113.23			
2	8 84°08'07"W		50.00			
3	8 37°01'01"W		100.00			

MATCH LINE - SEE SHEET 4 OF 5

PELICAN BAY
UNIT THIRTEEN
PLAT BOOK 13
PAGES 80-86

PELICAN BAY UNIT TWO
PARCEL "H"
PLAT BOOK 12, PAGES 74-79

PELICAN BAY
UNIT FOURTEEN
PLAT BOOK 16,
PAGES 23-25

PARCEL "G-C"
(SUBJECT TO ACCESS EASEMENT RECORDED IN
OR 1536, PG 1663-1670)

PELICAN BAY UNIT FIVE
PLAT BOOK 13, PAGES 68-70

PARCEL "A"

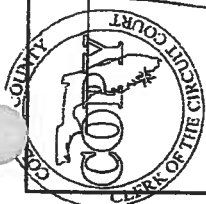
P.B. 1.D.D.E.
O.R. BOOK 1536
PAGES 1879-1912

P.B. 1.D.D.E.
O.R. BOOK 1536
PAGES 1879-1912

P.B. 1.D.D.E.
O.R. BOOK 780
PAGE 1807

PELICAN BAY UNIT THREE
PLAT BOOK 13, PAGE 35

POINT OF BEGINNING
NORTHEAST CORNER
PARCEL "S"
PELICAN BAY UNIT THREE

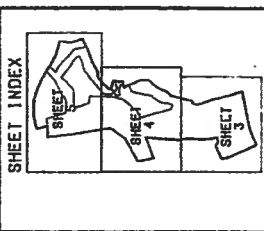




PELICAN
BAY
UNIT
TWELVE

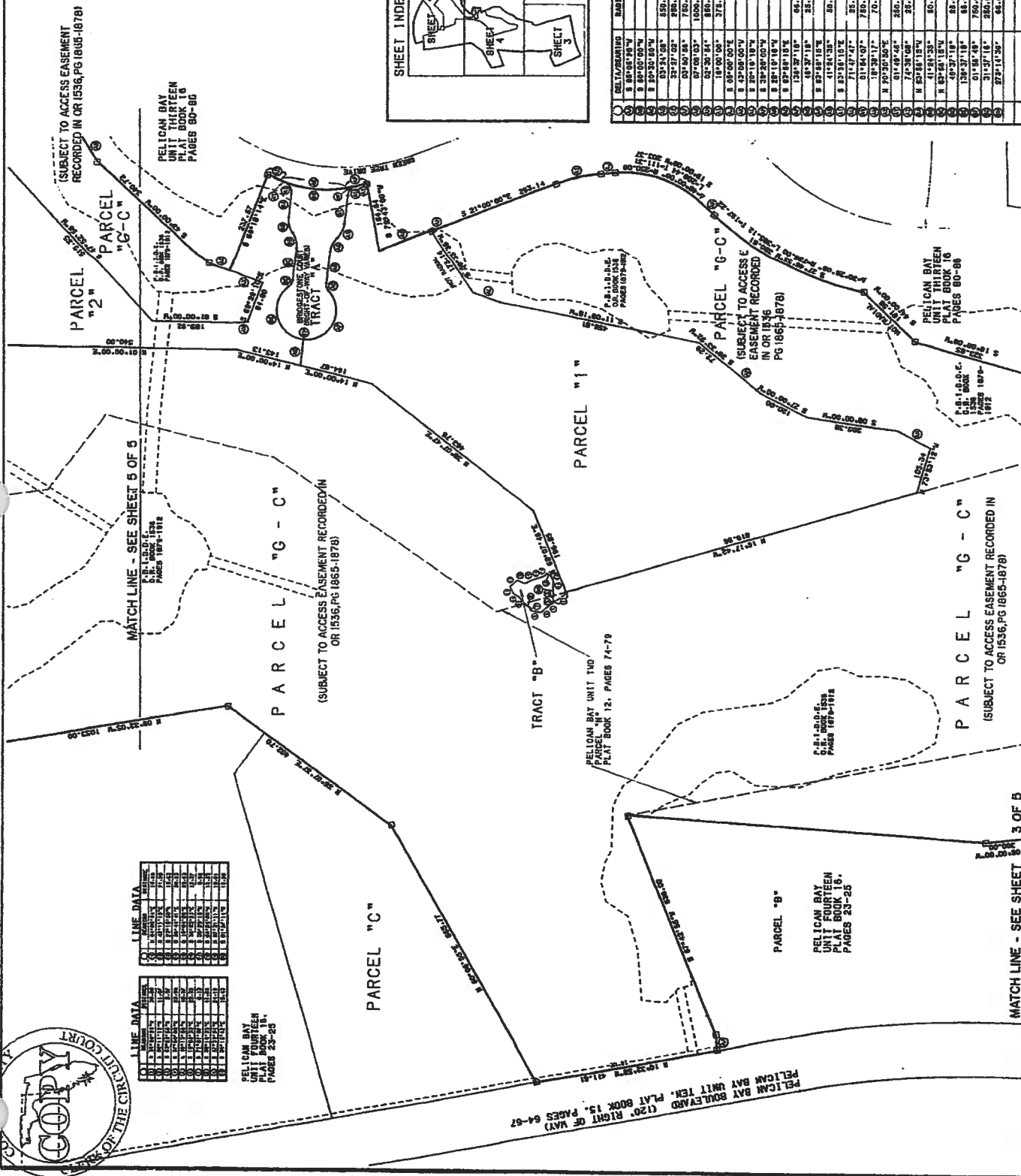
A SUBDIVISION OF PART OF SECTION 4,
TOWNSHIP 19 SOUTH, RANGE 25 EAST AND PART OF
SECTION 33, TOWNSHIP 48 SOUTH, RANGE 25 EAST
AND A RESUBDIVISION OF PART OF PARCEL
"N" OF PELICAN BAY UNIT TWO, PLAT BOOK 12,
PAGES 74-78, COLLIER COUNTY, FLORIDA.

THIS INSTRUMENT WAS PREPARED BY:
JOSEPH S. BOBOS, F.L.C. No. 3516
WILSON, MILLER, BARTON & PECK, INC.,
REGISTERED ENGINEERS AND LAND SURVEYORS
1503 AIRPORT ROAD NORTH
NAPLES, COLLIER COUNTY, FLORIDA



DATE	LEI. CH. V.	TARGET	CURED BEARING	OWNED DIST.
1	35.76			
2	80.00			
3	550.00	16.33	6 3 4/37 07 1/2	33.66
4	635.45 08	38.69	8 0 0 1/2 1 1/2 1/2	145.89
5	33 37 02	76.18	8 0 0 1/2 1 1/2 1/2	60.27
6	50.50	28.20	8 1 0 1/2 0 0 0 0	182.65
7	1000.00	123.63	8 2 0 0 0 0 0 0	27.31
8	52 30 14	83.65	8 1 0 1/2 1 1/2 1/2	164.28
9	18 00 00	52.70	8 1 2 0 0 0 0 0	31.48
10	375.00	41.13		
11	43 00 00 00	93.48		
12	30 18 19	105.40		
13	33 25 00 00	81.04		
14	2 18 10 1/2	58.47		
15	63 00 00 00	10.38		
16	10 00 00 00	20.06		
17	82 56 15	77.58		
18	41 00 13	36.14		
19	41 00 13	58.00		
20	73 16 47 1/2	25.00		
21	81 00 00	84.00		
22	1 08 38 17	70.64		
23	40 30 56 56	78.74		
24	01 49 45	250.00	7 0 0 0	7.00
25	73 18 08	32.87	8 0 0 4 1/2 1/2	30.31
26	54 58 18	84.88		
27	41 00 13	50.00	8 7 0 0 1/2 1/2	30.26
28	40 30 18	77.25		
29	40 30 18	84.00		
30	13 30 18	84.00		
31	01 49 45	250.00		
32	31 57 18	250.00		
33	27 31 30	84.00		
34	82 56 15	80.86		
35	82 56 15	128.45		
36	72 00 00 00	10.78		
37	82 56 15	33.38		
38	82 56 15	18.10		
39	82 56 15	24.60		
40	8 0 0 1 0 0 0 0	22.88		
41	8 2 0 0 0 0 0 0	7.00		
42	8 0 0 4 1/2 1/2	30.31		
43	8 7 0 0 1/2 1/2	30.26		
44	8 7 0 0 1/2 1/2	10.77		
45	8 7 0 0 1/2 1/2	125.65		
46	8 1 1 0 0 0 0 0	25.40		
47	8 0 0 3 0 0 0 0	124.23		
48	8 0 0 0 0 0 0 0	80.86		
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ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED DATE 05-01-2001 BY 60322 UCBAW/STP



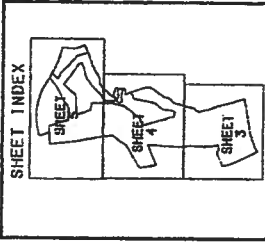


PELICAN BAY UNIT TWELVE



A SUBDIVISION OF PART OF SECTION 4,
TOWNSHIP 23 SOUTH, RANGE 28 EAST AND PART OF
SECTION 33, TOWNSHIP 23 SOUTH, RANGE 28 EAST
AND A SUBDIVISION OF PART OF PARCELS
7% OF PELICAN BAY UNIT TWO, PLAT BOOK 12,
PAGES 74-79, COLLIER COUNTY, FLORIDA.

THIS INSTRUMENT WAS PREPARED BY:
JAMES E. HODGE, P.L.C., No. 3816
REGISTERED ENGINEER AND LAND SURVEYOR
HALLANDALE BEACH, FLORIDA



SHEET INDEX



NOT
PLAYED

DATA

LINE	BEARING	DIST.	CHORD BEARING	CHORD DIST.
1	S 81° 01' 00" E	251.70	S 24° 22' 45" E	21.44
2	S 80° 00' 00" E	131.12		
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100	S 80° 00' 00" E	131.12		

PELICAN BAY
UNIT SIXTEEN
NOT RECORDED

PELICAN BAY BOULEVARD (130' RIGHT-OF-WAY)
PELICAN BAY UNIT THIRTEEN
PLAT BOOK 18, PAGES 80-85

PARCEL "3"

PARCEL "G-C"
SUBJECT TO ACCESS EASEMENT
RECORDED IN OR 1835, PG 1865-1878

PARCEL "4"

PELICAN BAY
UNIT THIRTEEN
PLAT BOOK 18
PAGES 80-85

PARCEL "G-C"
SUBJECT TO ACCESS EASEMENT
RECORDED IN OR 1835, PG 1865-1878

PELICAN BAY
UNIT THIRTEEN
PLAT BOOK 18
PAGES 80-85

PARCEL "2"

PARCEL "G-C"
SUBJECT TO ACCESS EASEMENT RECORDED
IN OR 1835, PG 1865-1878

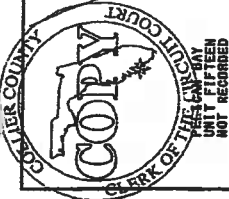
PELICAN BAY
UNIT TWO
PARCEL "N"
BOOK 12, PAGES
74-79

PELICAN BAY
UNIT FOURTEEN
PLAT BOOK 18,
PAGES 23-25

LINE DATA

LINE	BEARING	DISTANCE
1	S 81° 01' 00" E	251.70
2	S 80° 00' 00" E	131.12
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4	S 80° 00' 00" E	131.12
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MATCH LINE - SEE SHEET 4 OF 5



RECIPROCAL EASEMENT AND MAINTENANCE AGREEMENT

REC. 2100
FRM. 300
DOC. 70
HIT
HIN

THIS RECIPROCAL EASEMENT AND MAINTENANCE AGREEMENT (hereinafter referred to as the "Agreement"), made and entered into this 29th day of March, 1993, by and between ISLE VERDE NEIGHBORHOOD ASSOCIATION, INC., a Florida not-for-profit corporation, whose address is 6987 Green Tree Drive, Naples, Florida 33963 (hereinafter referred to as "Isle Verde Association" or "Association") and POINTE VERDE AT PELICAN BAY NEIGHBORHOOD ASSOCIATION, INC., a Florida not-for-profit corporation, whose address is 801 Laurel Oak Drive, Suite 500, Naples, Florida 33963 (hereinafter referred to as "Pointe Verde Association" or "Association").

WITNESSETH:

WHEREAS, Isle Verde and Pointe Verde are contiguous residential communities in Pelican Bay, Collier County, Florida and each own, through the Isle Verde Association and Pointe Verde Association respectively, a common entry way with landscaping, a gatehouse, utilities and other common infrastructure and amenities as depicted in the sketch attached hereto (hereinafter referred to as the "Easement Parcel"); and

WHEREAS, each Association wishes to hereby grant to the other a reciprocal easement to the Easement Parcel and agree upon the shared cost of operating and maintaining such property.

NOW THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, receipt of which is hereby acknowledged, the Isle Verde Association and the Pointe Verde Association, here, for themselves, their successors and assigns, as follows:

1. RECIPROCAL EASEMENT

(a) The Isle Verde Association does hereby grant, give and convey to the Pointe Verde Association, its successors and assigns, a perpetual nonexclusive easement for the purposes of ingress and egress upon, over and across the Easement Parcel and to accommodate the maintenance and operating responsibilities of the Association with respect to the gatehouse, gatekeeper, landscaping, utilities and other common infrastructure and amenities within the Easement Parcel as set forth below.

(b) The Pointe Verde Association does hereby grant, give and convey to the Isle Verde Association, its successors and assigns, a perpetual nonexclusive easement for the purposes of ingress and egress located upon, over and across the Easement Parcel and to accommodate the maintenance and operating responsibilities of the Association with respect to the gatehouse, gatekeeper, landscaping, utilities and other common infrastructure and amenities within the Easement Parcel as set forth below.

2. ADMINISTRATORS; BUDGET: Each Association shall select an individual to represent his or her respective Association in connection with the administration of this Agreement (the "Administrator"). Each Association shall promptly notify the other upon any change of its Administrator. The Administrators agree to meet during the first week in December of each year, or such other times as the Administrators shall deem necessary, to establish a budget for the maintenance of landscaping, utilities, gatehouse and other common infrastructure and amenities located in the Easement Parcel, for the cost of maintaining a gatekeeper and operating the gatehouse for the forthcoming year and for such other business as may be required pursuant to this Agreement. The budget shall set

document. pr
3/24/93/pn

1 Received \$.70 Documentary Stamp Tax
Received \$ Class "C" Intangible
Personal Property Tax
WIGGIE, PAUL, CLERK OF CIRCUIT COURT

Please return to: Westinghouse Communities of Naples, Inc.
801 Laurel Oak Drive, #500
Naples, FL 33963

OR: 4319 PG: 1725

forth a reasonably detailed description of the maintenance and operation to be undertaken during the budget year, a schedule of when such maintenance shall be performed and an estimate of cost for each item. The budget may also include an allocation for reserves as deemed necessary. The Administrators shall be responsible for entering into contracts and to establish bank accounts and deposit and disburse funds therefrom in order to cause the services and maintenance specified in the budget to be performed and paying such contractors pursuant to the budget.

3. **COST ALLOCATIONS; PAYMENT:** All costs shall be shared by the Associations, based upon the number of residential sites allocated to each community, in accordance with the following percentage ("Percentage Share"):

Pointe Verde Association - 25%

Isle Verde Association - 75%

Each Association shall pay its Percentage Share of the budget to the Administrators in four equal payments by the 15th day of January, April, July and October of the budget year.

4. **REPAIRS:** In the event of damage to the Easement Parcel caused by agents, employees, contractors, or invitees of the Isle Verde Association or the Pointe Verde Association, the responsible Association shall immediately repair such damage, at such Association's sole cost and expense. All such repairs shall be carried out and completed in a good, workmanlike manner in accordance with all laws, rules and regulations in effect and shall keep the work area reasonably free of dirt and debris resulting therefrom.

5. **MAINTENANCE:** The Associations shall maintain the landscaping and gatehouse in a first class condition with appropriate irrigation and fertilization necessary to insure such condition.

6. **RULES AND REGULATIONS:** The Associations may adopt and enforce rules and regulations governing the operation, use, maintenance and repair of the gatehouse, landscaping, utilities, and other common area infrastructure and amenities located in the Easement Parcel. Such rules and regulations may be supplemented, deleted or modified from time to time at the discretion of the Associations.

7. **RISK OF LOSS:** Except as otherwise stated in this Agreement or loss due to the negligence or intentional misconduct of either Association, its employees or agents, each Association shall assume its Percentage Share of any claim, damage, cost or expense, including reasonable attorney's fees, which may arise from activities within the Easement Parcel that have resulted in damage to person or property.

8. **DEFAULTS; REMEDIES:** In the event either Association fails to fulfill its obligations under this Agreement and such default continues for a period of twenty (20) days following written notice thereof from the other party, then the non-defaulting party may exercise any available legal or equitable remedy and, in addition, shall have the right, but not the obligation, to remedy the default, including the advancement of funds for maintenance and repairs, and thereafter demand from the defaulting party immediate reimbursement by the defaulting party. In the event either Association shall commence any legal or equitable action, including any appeals or matters involving bankruptcy court, in order to remedy a default or enforce this Agreement, the prevailing party shall be entitled to recover its costs and reasonable attorney's fees.



9. **BINDING EFFECT:** This Agreement shall be binding upon all parties hereto, their successors and assigns, and all of those holding title under them.

10. **CONSTRUCTION:** This Agreement contains the entire Agreement between the parties and shall not be modified in any way except pursuant to a written agreement signed by the parties hereto and recorded among the Public Records of Collier County, Florida. It is not intended, nor shall it be construed, that any easement rights for ingress and egress granted among the parties hereto create rights for the benefit of the public in general to utilize the Easement Parcel. All of the aforesaid easement rights shall run with the respective Parcels and be solely for the benefit of members, guests, employees, and agents.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on the date hereinabove first written.

Signed, sealed and delivered
in the presence of:

POINTE VERDE AT PELICAN BAY
NEIGHBORHOOD ASSOCIATION, INC.,
a Florida not-for-profit
corporation

[Signature]
Print Name: Barbara J. Smith

By: [Signature]
G. Russell Weyer, President

[Signature]
Print Name: LINDA E. HIGGINS

POINTE VERDE NEIGHBORHOOD
ASSOCIATION, INC., a Florida
not-for-profit corporation

[Signature]
Print Name: Deborah K. Swanson

By: [Signature]
Title: President

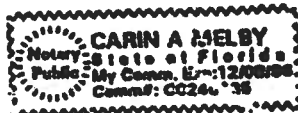
Print Name: John C. Swanson

STATE OF FLORIDA)
) SS:
COUNTY OF COLLIER)

The foregoing instrument was acknowledged before me by G. Russell Weyer, President of Pointe Verde at Pelican Bay Neighborhood Association, Inc., a Florida not-for-profit corporation, organized under the laws of the State of Florida, on behalf of the corporation. He is personally known to me and did not take an oath.

WITNESS my hand and official seal this 29th day of March, 1993.

[Signature]
Notary Public
Print Name: CARIN A. MELBY
My Commission Expires: 12-8-96
Commission No: CC 245135





STATE OF FLORIDA)
COUNTY OF COLLIER) SS:

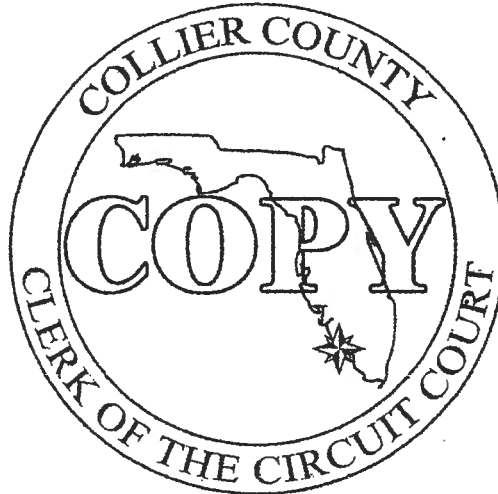
The foregoing instrument was acknowledged before me by Ted L. Morris President of Isle Verde Neighborhood Association, Inc., a Florida not-for-profit corporation, organized under the laws of the State of Florida, on behalf of the corporation. He is personally known to me and did not take an oath.

WITNESS my hand and official seal this 10 day of March, 1993.

Deborah K. Scruggs
Notary Public
Print Name: Deborah K. Scruggs
My Commission Expires:



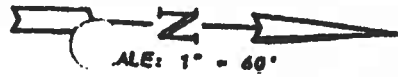
DEBORAH K. SCRUGGS
MY COMM EXPIR 3-13-96
BONDED BY SERVICE INS CO
NO. CC177721



✓ OR: 4319 PG: 1728 ✓



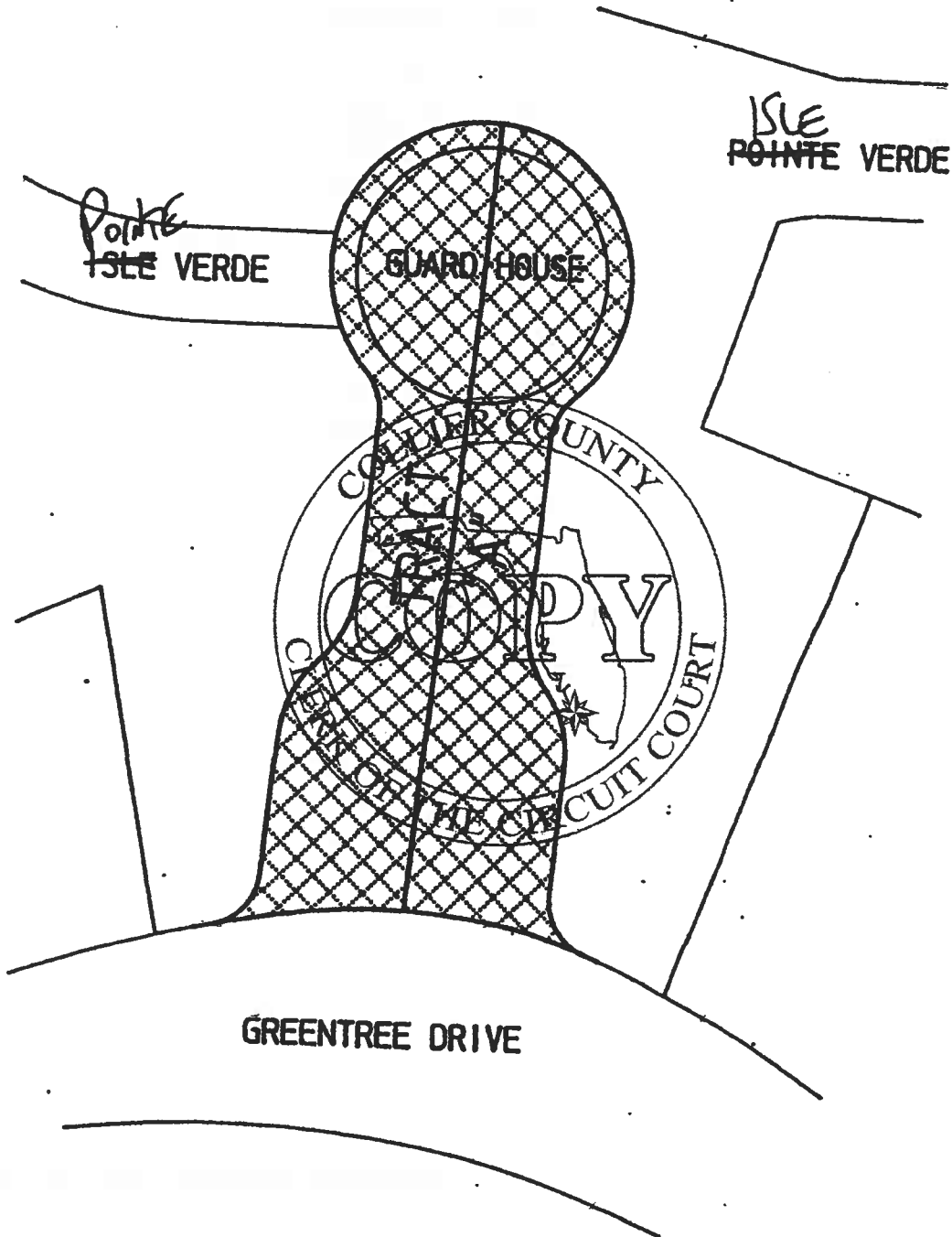
DESCRIPTION OF EASEMENT PARCEL



SCALE: 1" = 40'

OR BOOK
1816

PAGE
000239



LEGAL DESCRIPTION:
Tract "A", according to the plat of
Pelican Bay Unit Twelve, as recorded
in Plat Book 17, Pages 83-87, public
records of Collier County, Florida.

drawn and verified
by official recorder of
Collier County, Florida
August 1, 1993, L.S.M.

02/11/93

✓ OR: 4319 PG: 1729 ✓



ISLE VERDE

COMMON ARCHITECTURAL THEME CONCEPTUAL MASTER PLAN

A GROUP 2 DEVELOPMENT
ON PARCEL 2 OF PELICAN UNIT TWELVE

SITE PLAN DATA

SITE AREA..... 15.38 ACRES±
TOTAL UNIT COUNT..... 39 DWELLING UNITS, VILLAS (36)
DENSITY..... ±2.54 DU/AC
PARKING..... 2 SPACES PER D.U. MINIMUM
MINIMUM BUILDING SETBACKS
AND SEPARATIONS: See typical lot plan diagram this
sheet.
MAXIMUM HEIGHT OF STRUCTURES - 2 STORY
MINIMUM FLOOR AREA PER UNIT - 2000 SQ. FT.

NOTES

1. Landscaping shall be provided in accordance with Pelican Bay standards and shall exceed minimums established by the zoning ordinance of Collier County.
2. Utilities are available at the site. Potable and irrigation water and sanitary sewer have been provided in accordance with rules and regulations of the Pelican Bay Improvement District, a special taxing district established by the State of Florida.
3. Site signage shall be provided in accordance with Pelican Bay standards and will meet minimum standards established by the zoning ordinance of Collier County.
4. No extraordinary site lighting is proposed.

COMMON ARCHITECTURAL THEME APPROVAL

IN ACCORDANCE WITH SECTION 5.04.03 C
OF THE PELICAN BAY P.U.D.

By: _____

Title: _____

Date: _____

Martin A. Fritz
MARTIN A. FRITZ

DIR. OF ARCHITECTURE

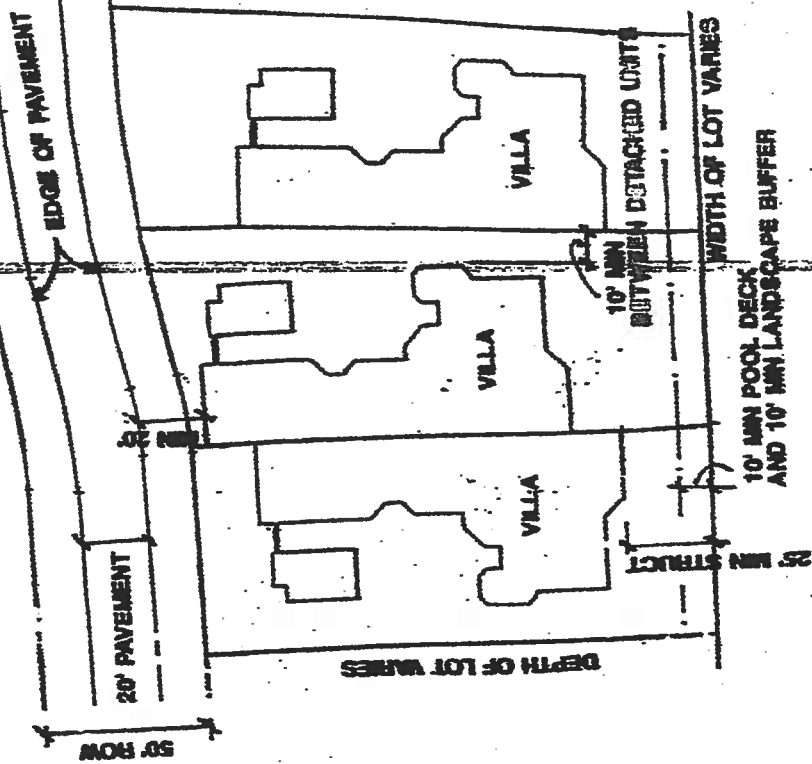
3/24/92 WCA

By: _____

Title: _____

Date: _____





ATTACHED AND DETACHED 0 LOT LINE VILLAS

TYPICAL LOT PLAN

GOLF COURSE

TRACT BOUNDARY

SDP 92 - 48
 APPROVED SUBJECT TO THE
 STIPULATIONS IDENTIFIED IN
 THE APPROVAL LETTER DATED
5.28.92
 BY: [Signature]
 PLANNING SERVICES SECTION

PRD

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