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Return to: (enclose self-addressed stamped envelope)

Name: Angela Tompkins, Paralegal
Address: Ruden McClosky P.A.
5150 North Tamiami Trail, Suite 502
Naples, Florida 34103

This Instrument Prepared by:
Mark F. Grant, Esq.
Ruden McClosky P.A.
5150 North Tamiami Trail, Suite 502
Naples, Florida 34103

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**AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS, RESTRICTIONS AND EASEMENTS FOR
PINE FOREST
(N/K/A ESTERO PRESERVE)
AND
AMENDMENT TO BYLAWS OF PINE FOREST PROPERTY OWNERS
ASSOCIATION, INC.
(N/K/A ESTERO PRESERVE PROPERTY OWNERS ASSOCIATION, INC.)**

THIS AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR PINE FOREST (N/K/A ESTERO PRESERVE) and AMENDMENT TO BYLAWS OF PINE FOREST PROPERTY OWNERS ASSOCIATION, INC. (N/K/A ESTERO PRESERVE PROPERTY OWNERS ASSOCIATION, INC.) (“Amendment”) is made this 26th day of April, 2010, by TAYLOR MORRISON OF FLORIDA, INC., a Florida corporation (“Declarant”).

WHEREAS, that certain Declaration of Covenants, Conditions, Restrictions and Easements for Pine Forest was recorded February 11, 2008, in Instrument # 2008000036927, of the Public Records of Lee County, Florida (the “Declaration”); and

WHEREAS, the Bylaws are attached to the Declaration as Exhibit “D”; and

WHEREAS, Declarant is desirous of amending the Declaration; and

WHEREAS, the Declaration provides in Section 17.2 that until the Turnover, Declarant, to the maximum extent permitted by law, may unilaterally amend the Declaration without the consent of the Owners, the Association or any mortgagee; and

RM:7321100:4

WHEREAS, the Bylaws provide in Section 1 of Article 13 that prior to the Turnover Date, Declarant may amend the Bylaws in its sole and absolute discretion; and

WHEREAS, the Turnover Date has not occurred as of the date of this Amendment.

NOW, THEREFORE, Declarant hereby amends the Declaration and Bylaws as follows:

1. All references in the Declaration and Bylaws to the term "Pine Forest" are hereby revised to read "Estero Preserve".

2. All references in the Declaration and Bylaws to the term "Pine Forest Property Owners Association, Inc." are hereby revised to read "Estero Preserve Property Owners Association, Inc.".

3. Section 6.6.2 of the Declaration is hereby amended by adding the following paragraph:

The Association shall be responsible for all necessary maintenance and repair of the fence and landscaping as described in that certain Fence Easement recorded in Instrument #2010000103509, of the Public Records of Lee County, Florida.

4. Section 15.19.2 of the Declaration is hereby amended to read as follows:

Section 15.19.2. **Leasing Provisions.** Lots may be rented only in their entirety; no fraction or portion may be rented. There shall be no subleasing of Lots or assignment of leases unless prior written approval is obtained from the Board of Directors. All leases shall be in writing except with the prior written consent of the Board of Directors. The tenants must be the lessee and his family. A family is defined to mean any number of persons related by blood, marriage or adoption or not more than two (2) unrelated adult persons living as a single housekeeping unit.

5. Section 15.19 of the Declaration is hereby amended to add subsection 15.19.3, as follows:

Section 15.19.3. **Collection of Rent by Association if Owner Delinquent and Enforcement of Compliance with Declaration.** In the event that an Owner is delinquent in the payment of his or her Assessments or other sums due and owing to the Association, the Lot shall not be leased until such amounts are paid in full or unless the Association consents, in writing, to any such lease. If the Lot is leased in violation of this provision, the Association may terminate the lease and evict the tenants in addition to imposing all other available remedies. In the event an Owner is in default in the payment of Assessments or other sums due and owing to the Association and the Owner's Lot is leased, the Association shall have the right and authority to collect the rent to be paid by the

tenant to the Owner directly from the tenant. In the event such tenant fails to remit said rent directly to the Association within ten (10) days (but no later than the day the next rental payment is due) from the day the Association notified such tenant in writing that the rents must be remitted directly to the Association, the Association shall have the right to terminate the lease and evict the tenant. All sums received from the tenant shall be applied to the Owner's account for the leased Lot according to the priority established in Section 720.3085, Florida Statutes, until the Owner's account is current. All leases entered into by an Owner shall be deemed to automatically incorporate this provision and all the Owners hereby appoint the Association its agent for such purpose. The Association may, without further approval of the Owner of the leased Lot, terminate the lease for violations of the Declaration by the tenants, or the tenant's family or guests and thereafter evict the tenants from the Lot.

6. Section 15.26.4 of the Declaration is hereby amended to read as follows:

Section 15.26.4. **Air Conditioning Units.** No air conditioning units, other than the unit(s) as initially installed, may be located on a Lot, except with approval of the DRC. All air conditioning units shall be screened from view of Common Property and adjacent Lots.

7. Section 15.26.8 of the Declaration is hereby amended to read as follows:

Section 15.26.8. **Fences.** Any fence placed upon any Lot must be approved by the DRC, as provided in Article 14, prior to installation. The Owner assumes complete responsibility to maintain the fence, including, but not limited to, trimming any grass, ivy or other plants from the fence. In the event the DRC approves the installation of a fence, it shall also have the right to require installation of landscaping, also subject to the DRC's approval, at the time the fence is installed. Dog runs or animal pens of any kind shall not be permitted to be placed or erected on any portion of the Property.

Notwithstanding that an Owner has obtained the approval of the DRC to install a fence or landscape materials, as provided hereinabove, such installation shall be at the Owner's sole risk so long as Declarant has not yet begun or is engaged in the construction of a home on an adjacent Lot. In the event such construction activity on an adjacent Lot causes damage to or destruction of such Owner's fence or landscape materials or any part thereof, the Owner on whose Lot the fence and/or landscaping has been damaged shall be required, at the Owner's expense, to repair or replace such fence and/or landscape materials in conformance with the requirements of the DRC's approval of the initial installation of the fence and/or landscape materials and Declarant shall have no liability for any such damage or destruction. Such repair or replacement shall commence as soon as construction on the adjacent Lot has been completed and shall be pursued to completion with due diligence. For purposes of this paragraph, the term "landscape materials" shall include landscape materials located on or adjacent to any property line of a Lot, including, by way of example

and not of limitation, hedges, shrubs and trees, whether associated with a fence or not.

In addition, the installation of any fence placed upon any Lot is subject to easements which run with the land. In the event that any fence is approved by the DRC and is permitted to cross any such easements, such DRC's approval is still subject to Owner first receiving written approval from the grantee of such easements and all other applicable governmental authorities. In the event the grantee of any such easement which runs with the land (i.e., FPL, utility provider or the County), its successors and/or assigns, requires the removal of any fence upon the Lot, then the Owner of said Lot shall, at the Owner's sole cost and expense, immediately remove the fence. The Owner of a Lot when installing any fence upon the Lot shall comply with all valid laws, zoning ordinances, codes, rules and regulations of all applicable governmental bodies, as applicable, in addition to the DRC approval required by Article 14.

8. Section 15.26.10 of the Declaration is hereby amended to read as follows:

Section 15.26.10. **Play Equipment, Etc.** All bicycles, tricycles, scooters, skateboards and other play equipment, wading pools, baby strollers and similar items shall be stored so as not to be visible from streets or property adjacent to a Lot. No such items shall be allowed to remain on the Common Area or on Lots so as to be visible from adjacent property when not in use. All swing sets, basketball hoops, backboards and similar sporting or playground equipment may be erected or placed on Lots, subject to the approvals required in Article 14, and subject to limitations contained in the Design Review Manual. Any permitted basketball hoops, backboards and similar sporting equipment must be stored in the garage overnight and when not in use. No garage, roof mounted, or in-ground mounted basketball backboards are permitted.

9. Section 15.26.11 of the Declaration is hereby amended to read as follows:

Section 15.26.11. **Window Coverings.** All windows on any structure which are visible from the street or dwellings on other Lots shall have interior window coverings which have a white or off-white backing, natural wood grain shutters, or blend with the exterior color of the dwelling, unless otherwise approved pursuant to Article 14. Reflective window covers are prohibited.

10. Section 15.26 of the Declaration is hereby amended to add subsection 15.26.12 as follows:

Section 15.26.12. **Hurricane Shutters.** No hurricane shutters may be installed without the prior written consent of the Association, which consent may not be unreasonably withheld. If the installation of hurricane shutters is made which does not conform with the Association's consent, then the hurricane shutters will be made to conform by the Association at the Owner's expense or they shall be removed. Approved hurricane shutters shall not be installed or closed, as applicable, before the issuance of a hurricane watch by the

National Hurricane Center encompassing the Estero Preserve location, and shall be removed no later than ten (10) days after the cessation of a hurricane watch or warning for same ("Hurricane Shutter Time Period"), however, if the hurricane shutters are clear in color they shall be allowed to remain installed or closed, as applicable, if the Owners are absent during hurricane season.

Each Owner who plans to be absent from his or her Home during the hurricane season must prepare his or her Lot prior to such Owner's departure by (a) removing all furniture, potted plants and other movable objects from his or her porch, balcony or patio, if any; (b) designating a responsible firm or individual satisfactory to the Association to install and remove hurricane shutters in accordance with the Hurricane Standards and the Hurricane Shutter Time Period requirements; and (c) designating a responsible firm or individual satisfactory to the Association to care for the Home should the Home suffer hurricane damage. Such firm or individual shall contact the Association for clearance to install or remove hurricane shutters pursuant to this Declaration.

11. Section 17.6 of the Declaration is hereby amended to read as follows:

Section 17.6. **Right of Entry.** The Association shall have the right, but not the obligation, to enter into any Lot for emergency and safety reasons to abate nuisances (including, without limitation, false burglar alarms) and to inspect for the purpose of ensuring compliance with the Declaration, the Bylaws and such right shall also extend to the Association's Board of Directors, officers, agents, employees, managers and all policemen, firemen, ambulance personnel, and similar emergency personnel, in the performance of their respective duties. Except in an emergency, the exercise of the Association's rights of access to the Lot shall be accomplished by providing the Owner with fourteen (14) days notice of the Association's exercise of its right of entry, with due respect for the rights of occupants to privacy and freedom from unreasonable annoyance, as well as with appropriate precautions to protect the personal property within the Lot. The Association must then provide the Owner with a second notice seven (7) days prior to such entry by the Association. In the event of an emergency, whenever possible and prudent to the circumstances, 24 hour notification shall be delivered to the Owner prior to the Association entering the Lot. This right of entry shall include, but not be limited to, the right of the Association to enter a Lot to cure any condition which is in violation of the Declaration, in the event an Owner fails or refuses to cure the conditions within a reasonable time after request by the Board. Owner has a duty to secure and control pets and take other reasonable measures to enable the Association and all other parties to exercise their rights hereunder.

12. Section 19.1 of the Declaration is hereby amended to add the following subsection 19.1.5:

Section 19.1.5. Prevents Declarant, its successors, assigns, employees, contractors, sub contractors and potential purchasers access to the Estero Preserve property at all times and the Association shall not impede any such access. Any gate system installed shall remain open during construction and sales hours to allow Declarant, its successors,

assigns, employees, contractors, sub contractors and potential purchasers access to the Estero Preserve property.

13. Section 19.1 of the Declaration is hereby amended to add the following subsection 19.1.6:

Section 19.1.6. Prevents Declarant and its nominees the right to enter into and transact on the Property any business necessary to consummate the sale, lease or encumbrance of Lots or real property within or outside Estero Preserve, including, but not limited to, the right to maintain models and a sales and/or leasing office, a construction office and/or a service office, place signs, employ sales, leasing, construction and service personnel, use the Property and show homes, and Declarant further reserves the right to make repairs to the Property and to carry on construction activity for the benefit of the Property. Declarant, and its nominees, may exercise the foregoing rights without notifying the Association. Any such models, sales and/or leasing office, construction office, service office, signs and any other items pertaining to such sales, leasing, construction or service efforts shall not be considered a part of the Property and shall remain the property of Declarant.

14. Section 19.1 of the Declaration is hereby amended to add the following subsection 19.1.7:


Section 19.1.7. Prevents Declarant the right to enter upon the Property (including, without limitation, all drainage easements) to final-out and/or close-out any and all approvals, permits, orders, conditions and/or requirements that have been issued or imposed by any governmental entity in connection with the development and construction of Estero Preserve and all Improvements therein for Declarant to comply and adhere to the same, and such rights shall survive the date of Turnover and continue for such period of time as is necessary for Declarant to fully comply with all such governmentally issued approvals, permits, orders, conditions and/or requirements. Without limiting the generality of the foregoing, in exercising any such rights, Declarant shall have the right to remove and/or relocate any and all items (including, without limitation, landscape materials, fences and/or other Improvements) that may be required to be removed and/or relocated to final-out and/or close-out any and all such approvals, permits, orders, conditions and/or requirements. This Section 19.1.7 may not be suspended, superseded or modified in any manner by any amendment to this Declaration unless such amendment is consented to in writing by Declarant.

15. Exhibit "A," Legal Description of Property, is attached hereto and incorporated herein by this reference and is being rerecorded to add the plat recording information inadvertently omitted when originally recorded.

16. Exhibit "B," Legal Description of Common Areas, is attached hereto and incorporated herein by this reference and is being rerecorded to add the plat recording information inadvertently omitted when originally recorded.

IN WITNESS WHEREOF, Declarant has executed this Amendment as of the day and year first above written.

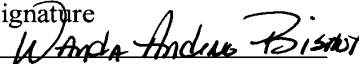
Witnesses:



Signature

John Asher

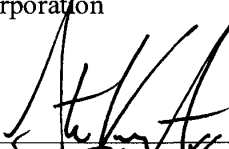
Printed Name



Signature
Wanda Andrea Bishop

Printed Name

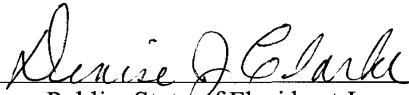
TAYLOR MORRISON OF FLORIDA, INC.,
a Florida corporation


By: _____
Printed Name: Steve Kempton
Title: Authorized Agent

STATE OF FLORIDA)
) SS
COUNTY OF SARASOTA)

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, the foregoing instrument was acknowledged before me by STEVE KEMPTON, as VICE PRESIDENT of TAYLOR MORRISON OF FLORIDA, INC., a Florida corporation, freely and voluntarily under authority duly vested in them by said corporation, who is personally known to me.

WITNESS my hand and official seal in the County and State last aforesaid this 26 day of April, 2010.



Notary Public, State of Florida at Large

My Commission Expires:

Typed, Printed or Stamped Name of Notary Public

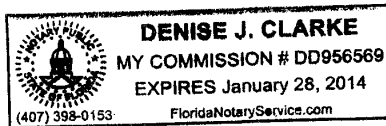


EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

All property shown on plat of PINE FOREST, as recorded in INSTRUMENT # 2008000061313, Public Records of Lee County, Florida.

THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 20, TOWNSHIP 46 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA;

LESS AND EXCEPT:

THE RIGHT-OF-WAY OF PINE ROAD AS DESCRIBED IN OFFICIAL RECORDS BOOK 394, AT PAGE 180 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 20, TOWNSHIP 46 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, THENCE RUN NORTH 00° 45' 13" WEST, ALONG THE EASTERN BOUNDARY OF SAID SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 20, FOR A DISTANCE OF 25.00 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF PINE ROAD, AND THE POINT OF BEGINNING;

THENCE CONTINUE NORTH 00°45'13" WEST, ALONG THE EAST LINE OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 20, FOR A DISTANCE OF 636.72 FEET TO THE NORTHEAST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 20; THENCE RUN SOUTH 88°40'16" WEST, ALONG THE NORTH LINE OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 20, FOR A DISTANCE OF 661.98 FEET TO THE NORTHWEST CORNER OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 20; THENCE RUN SOUTH 00°44'45" EAST, ALONG THE WEST LINE OF THE SOUTHEAST 1/4 OF THE NORTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 20, FOR A DISTANCE OF 637.61 FEET TO A POINT ON THE NORTH RIGHT-OF-WAY LINE OF PINE ROAD; THENCE RUN NORTH 88°35'41" EAST, ALONG SAID NORTH RIGHT-OF-WAY LINE, FOR A DISTANCE OF 662.08 FEET TO THE POINT OF BEGINNING.

CONTAINING 9.68 ACRES, MORE OR LESS.

EXHIBIT "B"

LEGAL DESCRIPTION OF COMMON AREAS

FTL:2356600:2

Description of TRACT "A" as shown on PINE FOREST, a plat recorded in Instrument # 2008000061313 of the Public Records of Lee County, Florida lying in Section 20, Township 46 South, Range 25 East, more particularly described as follows:

Commencing at the southeast corner of the SE 1/4 of the NW 1/4 of the SE 1/4 of Section 20, Township 46 South, Range 25 East; thence N.00°45'13"W., a distance of 25.00 feet to the north side of Pine Road, 50 feet wide; thence along said north side of Pine road S.88°35'41"W., a distance of 260.68 feet to the POINT OF BEGINNING; thence from said Point of Beginning continuing along the said north side of Pine Road, S.88°35'41"W., a distance of 40.00 feet; thence leaving said side of Pine Road along Block "A" the five (5) following courses and distances, 1) N.00°44'45"W., a distance of 104.01 feet to a point of curve; 2) northwesterly, a distance of 26.70 feet along a curve to the left having a radius of 17.00 feet and a central angle of 90°00'00" to a point of tangency; 3) S.89°15'15"W., a distance of 182.37 feet to a point of curve; 4) thence northwesterly, a distance of 89.54 feet along a curve to the right having a radius of 57.00 feet and a central angle of 90°00'00" to a point of tangency; 5) N.00°44'45"W., a distance of 456.50 feet; thence along the northerly plat limits N.88°40'16"E., a distance of 40.00 feet; thence along the west side of Block "B", S.00°44'45"E., a distance of 87.83 feet; thence crossing a portion of the herein described lands, S.00°44'45"E., a distance of 74.00 feet to a point on the west side of Block "D"; thence along the said west side of Block "D", S.00°44'45"E., a distance of 295.07 feet to a point of curve; thence still along Block "D" southeasterly, a distance of 26.70 feet along a curve to the left having a radius of 17.00 feet and a central angle of 90°00'00"; thence along the south side of Block "D", N.89°15'15"E., a distance of 182.38 feet; thence crossing a portion of the herein described lands, N.89°15'15"E., a distance of 74.00 feet to a point on the south side of Block "C"; thence along the said south side of Block "C", N.89°15'15"E., a distance of 81.64 feet to a point of curve; thence still along Block "C" northeasterly, a distance of 26.71 feet along a curve to the left having a radius of 17.00 feet and a central angle of 90°00'28" to a point of tangency; thence along the east side of Block "C", N.00°45'13"W., a distance of 298.51 feet to a point of curve; thence still along Block "C", northwesterly, a distance of 26.87 feet along a curve to the left having a radius of 17.00 feet and a central angle of 90°34'32" to a point of tangency; thence along the north side of Block "C", S.88°40'16"W., a distance of 81.60 feet to a point of curve; thence still along Block "C", southwestwardly, a distance of 26.53 feet along a curve to the left having a radius of 17.00 feet and a central angle of 89°25'01" to a point of curve; thence along the west side of Block "C", S.00°44'45"E., a distance of 297.68 feet to a point of curve; thence still along Block "C", southeasterly, a distance of 26.70 feet along a curve to the left having a radius of 17.00 feet and a central angle of 90°00'00"; thence crossing the herein described lands along a non-tangent line S.89°15'15"W., a distance of 74.00 feet to a point on the south side of Block "D"; thence along said Block "D" to the northeast, a distance of 26.70 feet along a non tangent curve to the left of which the radius point lies N.00°44'45"W. a radius of 17.00 feet, and having a central angle of 90°00'00" to a point of tangency; thence along the east side of Block "D", N.00°44'45"W., a distance of 296.93 feet to a point of curve; thence still along Block "D", northwesterly, a distance of 26.88 feet along a curve to the left having a radius of 17.00 feet and a central angle of 90°34'59" to a point of tangency; thence along the north side of Block "D", S.88°40'16"W., a distance of 182.38 feet to a point of curve; thence along Block "D", southwestwardly, a distance of 26.53 feet along a curve to the left having a radius of 17.00 feet and a central angle of 89°25'01" to a point on the west side of Block "D"; thence crossing the herein described lands along a non-tangent line N.00°44'45"W., a distance

Tract "A" Description

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of 74.00 feet to a point on the afore said west side of Block "B"; thence southeasterly along Block "B" a distance of 26.88 feet along a non tangent curve to the left of which the radius point lies N.89°15'15"E. a radius of 17.00 feet, and having a central angle of 90°34'59" to a point of tangency; thence along the south side of Block "B", N.88°40'16"E., a distance of 337.23 feet to a point of curve; thence still along Block "B", southeasterly, a distance of 90.11 feet along a curve to the right having a radius of 57.00 feet and a central angle of 90°34'32" to a point of tangency; thence partly along the west side of Block "B" and partly along Tract "B", S.00°45'13"E., a distance of 298.51 feet to a point of curve; thence still along Tract "B" the four (4) following courses and distances, 1) southwesterly, a distance of 89.54 feet along a curve to the right having a radius of 57.00 feet and a central angle of 90°00'28" to a point of tangency; 2) S.89°15'15"W., a distance of 81.64 feet to a point of curve; 3) southwesterly, a distance of 26.70 feet along a curve to the left having a radius of 17.00 feet and a central angle of 90°00'00" to a point of tangency; 4) S.00°44'45"E., a distance of 103.55 feet to the POINT OF BEGINNING.

Containing 82,483 square feet or 1.893 acres, more or less.

Being a 40 feet wide Private Road Right of Way, Access Easement, Public Utility Easement and Drainage Easement as shown on said plat.

Description of TRACT "B", Storm Water Detention Area, as shown on PINE FOREST, a plat recorded in Instrument # ~~200800061313~~ of the Public Records of Lee County, Florida lying in Section 20, Township 46 South, Range 25 East, more particularly described as follows:

Commencing at the southeast corner of the SE 1/4 of the NW 1/4 of the SE 1/4 of Section 20, Township 46 South, Range 25 East; thence N.00°45'13"W., a distance of 25.00 feet to the north side of Pine Road, 50 feet wide, being the POINT OF BEGINNING; thence from said Point of Beginning along the said north side of Pine Road, S.88°35'41"W., a distance of 260.68 feet; thence leaving said side of Pine Road along the east side of Green Oak Drive, 40 feet wide, N.00°44'45"W., a distance of 103.55 feet to a point of curve; thence northeasterly, a distance of 26.70 feet along a curve to the right having a radius of 17.00 feet and a central angle of 90°00'00" to a point of tangency; thence along the south side of Broadleaf Circle, 40 feet wide, N.89°15'15"E., a distance of 81.64 feet to a point of curve; thence northeasterly, a distance of 89.54 feet along a curve to the left having a radius of 57.00 feet and a central angle of 90°00'28" to a point of tangency; thence along the east side of said Broadleaf Circle, N.00°45'13"W., a distance of 107.15 feet; thence along Lot #8 of Block "B" N.89°14'47"E., a distance of 105.00 feet; thence along the easterly limits of said plat S.00°45'13"E., a distance of 281.72 feet to the POINT OF BEGINNING.

Containing 48,904 square feet or 1.1227 acres, more or less.

Subject to a 10 feet wide Public Utility Easement, 20 feet wide Lee County Utility Easements and a 30 feet by 30 feet Lee County Utility Easements as shown on said plat.

Description of TRACT "C", Open Space and Landscaping Area, as shown on PINE FOREST, a plat recorded in Instrument # ~~2008000061313~~ of the Public Records of Lee County, Florida lying in Section 20, Township 46 South, Range 25 East, more particularly described as follows:

Commencing at the southeast corner of the SE 1/4 of the NW 1/4 of the SE 1/4 of Section 20, Township 46 South, Range 25 East; thence N.00°45'13"W., a distance of 25.00 feet to the north side of Pine Road, 50 feet wide; thence along said north side of Pine road S.88°35'41"W., a distance of 260.68 feet; thence leaving said side of Pine Road, along the east side of Green Oak Drive, 40 feet wide, N.00°44'45"W., a distance of 177.55 feet to the POINT OF BEGINNING; thence from said POINT OF BEGINNING, continuing along the said east line of Green Oak Drive, N.00°44'45"W., a distance of 297.68 feet to a point of curve; thence northeasterly 20.14 feet along a curve to the right having a radius of 17.00 feet and a central angle of 67°52'15"; thence leaving side of said Green Oak Drive, in and through Block "C", along a non radial line S.00°45'13"E., a distance of 329.20 feet; thence northwesterly 20.19 feet along a non tangent curve to the right, of which the radius point lies N.21°13'24"E., a radial distance of 17.00 feet; through a central angle of 68°01'51" to the POINT OF BEGINNING.

Containing 3,403 square feet or 0.0781 acres, more or less.

Description of TRACT "D", Tortoise Preserve, as shown on PINE FOREST, a plat recorded in Instrument # ~~2008000061313~~ of the Public Records of Lee County, Florida lying in Section 20, Township 46 South, Range 25 East, more particularly described as follows:

Commencing at the southeast corner of the SE 1/4 of the NW 1/4 of the SE 1/4 of Section 20, Township 46 South, Range 25 East; thence N.00°45'13"W., a distance of 25.00 feet to the north side of Pine Road, 50 feet wide; thence leaving said side of Pine Road along the easterly limits of the said plat, N.00°45'13"W., a distance of 506.72 feet to the POINT OF BEGINNING; thence from said POINT OF BEGINNING along Lot 6 of Block "B", S.89°14'47"W., a distance of 115.98 feet to the northeasterly side of Broadleaf Circle, 40 feet wide, Thence along said side of Broadleaf Circle northwesterly 14.31 feet along the arc of a non tangential circle curving to the left, of which the radius point lies S.53°04'58"W., a radial distance of 57.00 feet, having a central angle of 14°23'00"; thence leaving said side of Broadleaf Circle along the east line of Lot 5 of Block "B" along a non radial line, N.01°19'44"W., a distance of 118.35 feet; thence along the northerly plat limits, N.88°40'16"E., a distance of 126.97 feet; thence along the aforesaid easterly plat limits, S.00°45'13"E., a distance of 130.00 feet to the POINT OF BEGINNING.

Containing 16,286 square feet or 0.3739 acres, more or less.

Subject to a 3.5 feet Lee County Utility Easement and 10 feet wide Public Utility Easement along the southwesterly portion thereof as shown on the said plat.