

THIS INSTRUMENT PREPARED BY:
Sean M. Ellis, Esquire
Roetzel & Andress, LPA
2320 First Street, Suite 1000
Fort Myers, Florida 33901-2904

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Linda Doggett, Lee County Clerk of Circuit Court
Rec. Fee \$103.50
Deputy Clerk DMAYS
#1

103.50

CERTIFICATE OF FIRST AMENDMENT
TO
DECLARATION OF COVENANTS, CONDITIONS
AND RESTRICTIONS
FOR
PORPOISE POINT TOWNHOMES

This First Amendment to Declaration of Covenants, Conditions and Restrictions for Porpoise Point Townhomes is made this 25th day of July, 2017 by COASTAL LAND AND HOMES, LLC, a Florida limited liability company ("Declarant").

WHEREAS, the Declarant recorded that certain Declaration of Covenants, Conditions and Restrictions for Porpoise Point Townhomes (the "Declaration"), on September 14, 2009 at Official Records Instrument Number 2009000251232 of the Public Records of Lee County, Florida; and

WHEREAS, pursuant to Section 18.03, the Declarant currently has the right to amend this Declaration without the necessity of concurrent action or approval of the owners.

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

1. Recitals. The above recitals are true and correct and are incorporated herein.
2. Amendment to Section 1.01. Exhibit "B" attached to the original Declaration is hereby replaced in its entirety with the legal description and Sketch attached hereto as "Amended & Restated Exhibit B". Further, Section 1.01 of the Declaration is hereby amended as follows (deletions indicated by ~~strike through~~, additions indicated by underlining):

"1.01 "Amenities." Shall mean any pool, pool deck, cabana or boardwalks (if constructed) that are available for the use of the Declarant and Residential Unit Owners, and their respective, guests and invitees all as depicted on Amended and Restated Exhibit "B". When the Plat (as defined below) is recorded in the Public Records of Lee County, Florida, in order to eliminate redundancy, Amended & Restated Exhibit "B" will be deemed automatically deleted and replaced with Tract "G" as shown on the Plat.

3. Amendment to Section 1.16. Section 1.16 of the Declaration is hereby amended as follows (deletions indicated by ~~strike through~~, additions indicated by underlining):

1.16 "Guest Suite" refers to ~~the a~~ one bedroom portion of ~~each~~ certain units, if constructed as such, which is separate from the main portion of the unit, which can be rented separately from the rest of the living unit.

THIS INSTRUMENT IS BEING RE-RECORDED TO CORRECT A CLERICAL ERROR IN THE LEGAL DESCRIPTION OF TRACT "I" ON AMENDED & RESTATED EXHIBIT "D" TO THE DECLARATION.

4. Amendment to Section 1.17. Exhibit "D" attached to the original Declaration is hereby replaced in its entirety with the legal description and Sketch attached hereto as "Amended & Restated Exhibit D". Further, Section 1.17 of the Declaration is hereby amended as follows (deletions indicated by ~~strike through~~, additions indicated by underlining):

"Section 1.17. Ingress-Egress Area. Shall mean and refer to those portions of the Common Properties and Amenities legally described on Amended & Restated Exhibit "D" attached hereto and made a part hereof. When the Plat (as defined below) is recorded in the Public Records of Lee County, Florida, in order to eliminate redundancy, Amended & Restated Exhibit "D" will be deemed automatically deleted, and the term Ingress-Egress Area shall mean and refer to those portions of the Common Properties dedicated as private rights of way on the Plat as Tracts "I and J".

5. Amendment to Article I, Definitions. A new section of Article I, Section 1.36, is hereby added to the Declaration creating a definition for the Plat, as follows: (additions indicated by underlining):

"1.36. Plat shall mean the plat of Porpoise Point, a subdivision lying in Lee County, Florida, which encompasses and subdivides the Properties, as recorded in the Public Records of Lee County, Florida."

6. Amendment to Section 6.05.B.; Encroachments. Pursuant to requirement by Lee County, Section 6.05.B is hereby deleted in its entirety, as follows (deletions indicated by ~~strike through~~):

~~**B. Encroachments.** If for any reason other than the intentional act of the owner or the Association, any Townhome encroaches upon any of the Common Areas, upon any other Lot, or any Common Areas encroaches upon any Lot, then an easement shall exist to the extent of that encroachment as long as that encroachment exists.~~

7. Amendment to Article VII, Boat Dock Spaces. A new section of Article II is hereby added to the Declaration as follows (additions indicated by underlining):

"7.06. **Additional Provisions Regarding Transfer of Boat Dock Spaces.** All Boat Dock Spaces shall be initially assigned by a written license agreement from the Declarant, and the use and occupancy of such Boat Dock Spaces shall be subject to the terms of such license agreement. ." The Association shall maintain in its official records a roster of each Boat Dock Space and the Unit to which it has been assigned, as well as a copy of each license agreement. Notwithstanding anything to the contrary in the Declaration, Unit Owners in the Community shall be permitted to exchange Boat Dock Spaces that have been assigned and made appurtenant to their respective Units. Such an exchange of Boat Dock Spaces shall only be effective if it has receives the prior written approval of the Declarant (or after turnover, the Association) as documented by new or amended boat slip license agreements signed by the Declarant (or after

turnover, the Association) and the affected Owners. A Boat Dock Space exchange must in all other respects be in accordance with the terms of this Declaration. Upon such an exchange, the Boat Dock Spaces shall be appurtenant to their respective Units, and may not be separated from the Unit by Bill of Sale, conveyance deed, lease or otherwise.

Each Owner shall have the responsibility for maintenance of any personal property or improvements serving its assigned Boat Dock Space, including without limitation any approved boat lift facilities, or utilities, and any other part of any structure allocated as the Owner's responsibility in this Declaration. No part of a boat dock facility or Boat Dock Space shall be altered without the approval of the Declarant or the Association (after turnover, the Association) provided, however, that approval of the installation of boat lifts shall not be unreasonably withheld.

8. Amendment to Section 15.14, Pets. Section 15.14 of the Declaration is hereby amended as follows (deletions indicated by ~~strike through~~, additions indicated by underlining):

15.14 Pets. The owner of each Townhome may keep not more than two (2) small pets ~~of up to twenty five (25) pounds each;~~ of a normal domesticated household type (such as a cat or a dog) in the Townhome. Reasonable numbers of birds in cages and fish in aquaria are also permitted, subject to reasonable regulation by the Association. Animals must be hand carried or leashed at all times while outside of the Townhome. The owner is responsible for cleaning up after his pet. The ability to keep pets is a privilege, not a right, and the Board of Directors is empowered to order and enforce the removal of any pet which becomes a source of unreasonable annoyances to other residents of the Properties. No poultry, swine, reptiles, or livestock, or the following dog breeds: Pitbull Terrier, Akita, Chow, Rottweiler, wolf hybrids or any mix involving the above, may be kept on the Properties. The Board of Directors may restrict the locations where pets may be walked.

9. Amendments to Article XV; Occupancy and Rentals. Sections 15.01 through 15.04 of the Declaration are hereby amended as follows (deletions indicated by ~~strike through~~, additions indicated by underlining):

15.01 Occupancy and Use. ~~This townhome community is being established to be operated and to allow the property to be made available for resort style rental and activities. Each townhome unit has a main portion encompassing two bedrooms and two baths and an additional adjacent portion including a bedroom and a bath (the Guest Suite). Access to both portions can be obtained through a common entry vestibule included within each townhome unit and separate access can be allowed or denied to the respective portions. The two bedroom, two bath portion of each townhome unit shall be available for rental from time to time at the election of the owner for minimum periods of not less than five (5) days. The one bedroom, one bath portion of each townhome (Guest Suite) shall be available for rental at the owner's option for minimum period of~~

~~one (1) night.~~ All rentals must be consistent with all legal requirements including all applicable state and local laws and ordinances. The occupancy of each townhome unit shall be limited as provided by law but in any event, shall not exceed six (6) people per townhome unit. Small infants under 3 years old shall not be counted against the foregoing limits. ~~All rentals shall utilize the rental agent designated by the Developer for so long as this Declaration remains in effect. All parties accepting conveyance of a Unit, subject to the Declaration, acknowledge that this reservation is irrevocable and is material consideration to the Developer in its agreement to sell the Unit. This rental obligation may not be amended without consent of the Developer or its successor or assigns. No other rental agent may be used by any owner for the rental of a unit nor may a unit owner rent the Guest Suite portion of a unit without employing the designated rental agent.~~ Except as provided herein, no timesharing business or commercial activity shall be conducted in or from any townhome. No person may publicly advertise the address of a Townhome as the address of any business. This Section 15.01 shall not be construed to prohibit any Townhome occupant from maintaining a personal or professional library, from keeping his personal, business or professional records in his Townhome, or from handling his personal, business or professional telephone calls, written correspondence, or other communications in and from his Townhome. Such uses are expressly declared customarily incident to residential use. This Section 15.01 is, however, intended to prohibit commercial or business activity by an owner which would noticeably change the ~~resort~~ residential ambiance of the Community, or make it obvious that a business is being conducted, such as by regular or frequent traffic in and out of the Community by persons making deliveries or pick-ups, or by employees and business associates, or by customers and clients.

All of the provisions of the Porpoise Point Townhomes Documents and the Rules and Regulations of the Association pertaining to use and occupancy of the Townhomes shall be applicable to and enforceable against any person occupying a Townhome as a lessee or guest, to the same extent as against an Owner, and a covenant on the part of each occupant to abide by the rules and regulations of the Association and the provisions of Porpoise Point Townhomes Documents, designating the Association as the owner's agent, with the authority to terminate any lease and evict the tenant in the event of violations by the tenant of such covenant, shall be deemed to be included in every lease whether oral or written, and whether specifically expressed in such lease or not.

15.02 Occupancy of Townhome when Owner is not in Residence. An owner may occasionally allow family, friends or business associates in reasonable numbers to temporarily occupy his Townhome in his absence. Except as otherwise provided in Section 15.01 above and 18.01 below, this provision is not intended to allow any owner to use his Townhome as short-term transient accommodations for several individuals or families. The owner must register all guests who are staying overnight more than three consecutive nights with the ~~designated rental agent and the~~ Association in advance, giving such information about the guests and the period of their stay as the ~~rental agent or~~ Board may

reasonably require. The owner is responsible for the conduct of his guests. In any event, no more than six (6) overnight occupants are allowed at any time.

15.03 Leasing. ~~Townhomes may be leased only through the Developer's designated rental agent as provided in 15.01 above. All leases are subject to the following restriction, and the Board may require that the lease must be written and on a form previously approved by the designated rental agent Association, with all required information in such format completed as such information may be reasonably required.~~

15.04 Rentals. It is intended that the Units may be used for rentals. As such, leasing or renting of Units or portions thereof shall not be subject to the approval of the Association and/or any other limitations, other than as expressly provided herein except for rules and regulations which may be adopted from time to time dealing with use of the common Properties and Amenities including the dock and pier structures and prohibiting activities which interfere with others reasonable enjoyment of the Property. The Association may require that All leases shall be on approved forms, and aAny lease by a Unit Owner for a term of one (1) year or more shall be subject to the prior approval of the Association. All leases or rentals shall be subject to applicable local laws and ordinances. ~~Accordingly, except as provided in 15.01 there shall be no minimum lease term nor any maximum number of times that a Unit may be leased or rented. Notwithstanding the foregoing, any and all leases whether or not subject to the approval of the Association shall remain subject to any and all the covenants, terms, conditions, and restrictions of this Declaration (and all Exhibits hereto), and any and all Rules and Regulations adopted by the Association and/or the Declarant, without limitation, any and all regulations and/or procedures adopted regarding mandatory check-in for Owners and residents, coordination of any charging privileges which the Declarant may elect to afford Owners, their families, guests, invitees, or tenants, and other matters reasonably necessary to allow Owners and families to be well integrated into a unified structure and operation and to ensure that the Units and related property and the use and occupancy of Owners and their families, guests, invitees, and tenants of their respective facilities are integrated to the extent contemplated by this Declaration and to ensure that all operations may be conducted in an efficient manner. The Owner will be jointly and severally liable with the tenants to the Association for any amount which is required by the Association and the Declarant, as applicable, to repair any damage to Property resulting from acts or omissions of guests, tenants, invitees (as determined in the sole discretion of the Association) and to pay any claim for injury or damage to property caused by the negligence of the guest, tenants, and invitees and special charges may be levied against the Unit therefor. All tenancies are hereby made subordinate to any lien filed by the Association, whether prior or subsequent to such lease. By this provision, it is expressly understood and agreed that rental of Units, for any term, is expressly authorizes and permitted, subject to the limitations contained in Section 15.01 hereof.~~


There shall be no amendment to this Section 15.04, or to any other provision of the Declaration which shall impair the rights established in this Section 15.04, without the prior approval of ninety five percent (95%) of the entire voting interests of the Association.

THE DEVELOPER MAKES NO REPRESENTATIONS OR WARRANTIES REGARDING THE FINANCIAL FEASIBILITY OF RENTING TOWNHOMES OR THE INCOME TO BE DERIVED THEREFROM. ANY OWNER WHO DESIRES OR INTENDS TO RENT A TOWNHOME MUST INDEPENDENTLY DETERMINE AND ASSUME RESPONSIBILITY FOR THE FEASIBILITY OF RENTING, AND SHOULD CONSULT HIS OR HER OWN ADVISOR WITH RESPECT TO THE TAX CONSEQUENCES AND ECONOMIC ADVANTAGES OF OWNERSHIP.

10. Ratification. Except as herein amended, all of the terms of the Bylaws, as amended, are confirmed and ratified, and shall remain in full force and effect.

IN WITNESS WHEREOF, Declarant does hereby execute this Amendment, through its undersigned duly authorized officer on the date first written above.

COASTAL LAND AND HOMES, LLC, a Florida
limited liability company


Print Name: Cyndie Wadley

Paige Brady
Print Name: Paige Brady

By: Glenn A. Foster, Jr.
Print Name: Glenn A. Foster, Jr.
Title: Managing Member

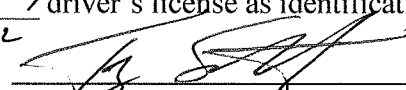
STATE OF Oklahoma)
) §:
COUNTY OF Cleveland)

The foregoing instrument was acknowledged before me this 25 day of July, 2017 by COASTAL LAND AND HOMES, LLC, a Florida limited liability company, its Manager, by Glenn A Foster Jr, its Managing Member. He/She is [] personally known to me OR [☒] produced a(n) Oklahoma driver's license as identification.

#L080906332

NOTARY STAMP / SEAL




Notary Public
Trey Scott
Printed Name
14001136 2-6-18
Commission No. Expiration Date

SKETCH AND DESCRIPTION OF A PARCEL OF LAND LYING IN SECTION 24, TOWNSHIP 44 SOUTH, RANGE 22 EAST, LEE COUNTY, FLORIDA

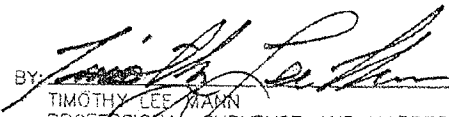
AMENDED & RESTATED EXHIBIT "B" TO DECLARATION

TRACT "G" OF PROPOSED PORPOISE POINTE, A PROPOSED SUBDIVISION OF LAND LYING IN SECTION 24, TOWNSHIP 44 SOUTH, RANGE 22 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 24; THENCE N.00°00'00"E., ALONG THE WEST LINE OF SAID SECTION, FOR A DISTANCE OF 1,200.00 FEET TO THE CENTERLINE OF PINE ISLAND ROAD (STATE ROAD No. 78) A VARIABLE WIDTH RIGHT OF WAY; THENCE N.37°35'00"E. ALONG THE CENTERLINE OF SAID STATE ROAD, FOR A DISTANCE OF 3,319.00 FEET; THENCE S.26°30'48"E., FOR A DISTANCE OF 33.42 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF PORPOISE POINT ROAD (A COUNTY ROAD); THENCE CONTINUE S.26°30'48"E., ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 194.84 FEET; THENCE S.40°39'21"W. FOR A DISTANCE OF 150.75 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 35.00 FEET; THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 35°09'52", A CHORD BEARING OF S.23°04'25"W., A CHORD LENGTH OF 21.15 FEET AND AN ARC LENGTH OF 21.48 FEET; THENCE S.05°29'29"W. FOR A DISTANCE OF 39.72 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 35.00 FEET; THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 37°32'39", A CHORD BEARING OF S.13°16'51"E., A CHORD LENGTH OF 22.53 FEET AND AN ARC LENGTH OF 22.93 FEET; THENCE S.32°03'10"E. FOR A DISTANCE OF 69.52 FEET; THENCE S.31°15'11"E. FOR A DISTANCE OF 170.12 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE N.63°21'03"E. FOR A DISTANCE OF 52.94 FEET TO A POINT OF THE BOUNDARY OF SAID PORPOISE POINTE; THENCE S.26°42'36"E., ALONG SAID BOUNDARY, FOR A DISTANCE OF 18.47 FEET; THENCE S.26°45'30"E., CONTINUING ALONG SAID BOUNDARY, FOR A DISTANCE OF 119.40 FEET; THENCE S.64°29'12"W. FOR A DISTANCE OF 9.25 FEET; THENCE N.26°36'43"W. FOR A DISTANCE OF 22.00 FEET; THENCE S.64°29'12"W. FOR A DISTANCE OF 41.25 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 5.00 FEET; THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 99°50'15", A CHORD BEARING OF N.65°35'41"W., A CHORD LENGTH OF 7.65 FEET AND AN ARC LENGTH OF 8.71 FEET; THENCE N.15°40'33"W. FOR A DISTANCE OF 12.65 FEET; THENCE N.26°50'00"W. FOR A DISTANCE OF 36.49 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINS 6,323 SQUARE FEET, OR 0.145 ACRE, MORE OR LESS.

* THIS IS NOT A SURVEY *

BY: 
TIMOTHY LEE MANN
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. LS# 5838

DATE SIGNED: July-12-2017

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

NOTES:

1. BEARINGS ARE BASED ON THE WEST RIGHT OF WAY LINE OF PORPOISE POINT ROAD AS BEING S.26°30'48"E.

2. DISTANCES ARE IN FEET AND DECIMALS THEREOF.

3. PARCEL IS SUBJECT TO EASEMENTS, RESERVATIONS OR RESTRICTIONS AND RIGHT-OF-WAYS (RECORDED AND UNRECORDED, WRITTEN AND UNWRITTEN).

4. RECORDING INFORMATION SHOWN HEREON RELATES TO THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

TITLE:

LEGAL DESCRIPTION



METRON
SURVEYING & MAPPING, LLC

LAND SURVEYORS-PLANNERS

LB# 7071

10970 S. CLEVELAND AVE.
SUITE #605
FORT MYERS, FLORIDA 33907
PHONE: (239) 275-8575
FAX: (239) 275-8457

www.metronfl.com

FILE NAME: 13204SK-G	FIELD BOOK/PAGE: SEE FILE	PROJECT NO.: 13204	SHEET: 1 OF 2
DATE: 7/7/17	DRAWN BY: BUD	SCALE: 1" = 30'	CHECKED BY: TLM
		FILE NO. (S-T-R): 24-44-22	

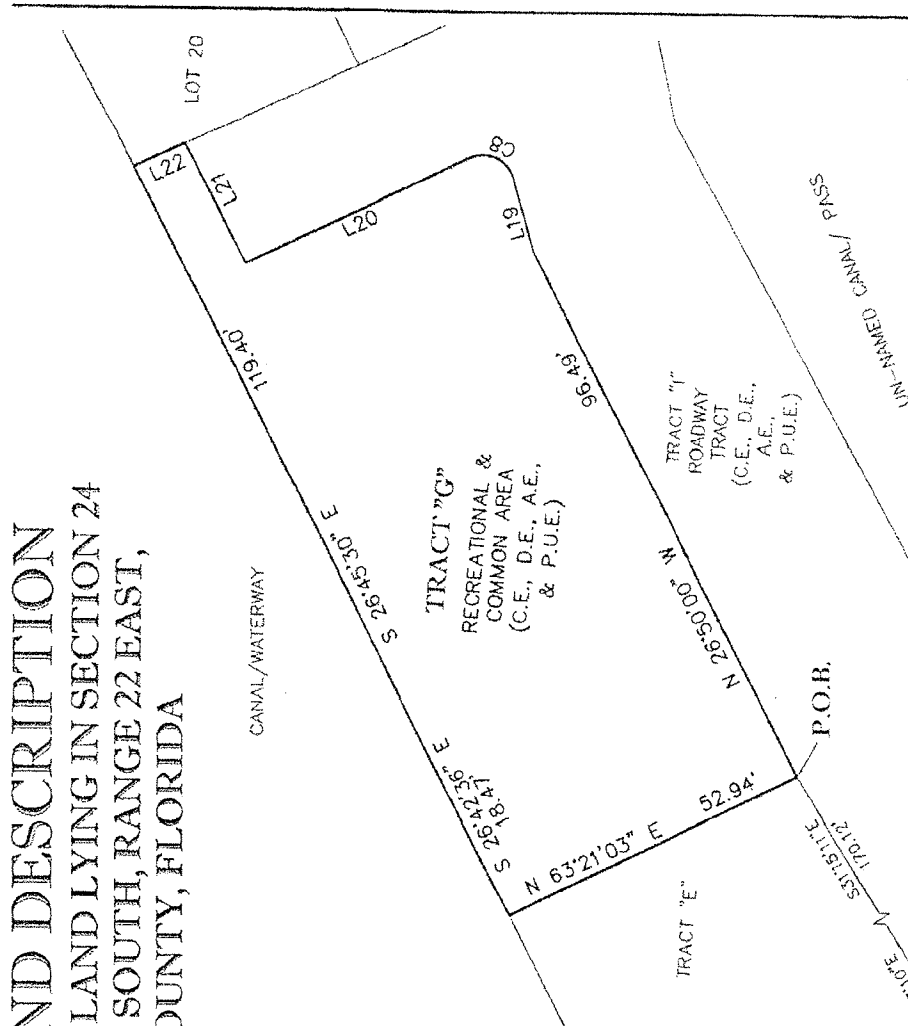
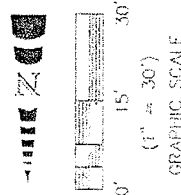
SKETCH AND DESCRIPTION OF A PARCEL OF LAND LYING IN SECTION 24 TOWNSHIP 44 SOUTH, RANGE 22 EAST, LEE COUNTY, FLORIDA

NOTES:

1. BEARINGS ARE BASED ON THE WEST RIGHT OF WAY LINE OF PORPOISE POINT ROAD AS BEING S.26°30'48"E.
2. DISTANCES ARE IN FEET AND DECIMALS THEREOF.
3. PARCEL IS SUBJECT TO EASEMENTS, RESERVATIONS OR RESTRICTIONS AND RIGHT-OF-WAYS (RECORDED AND UNRECORDED, WRITTEN AND UNWRITTEN).
4. RECORDING INFORMATION SHOWN HEREON RELATES TO THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

CURVE TABLE

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C6	35.00'	21.48'	21.15'	S 23°04'29" W	35°09'52"
C7	35.00'	22.83'	22.53'	S 13°16'51" E	37°32'39"
C8	5.00'	8.71'	7.65'	N 65°35'41" W	99°50'15"



AMENDED & RESTATED EXHIBIT "B" TO DECLARATION

TITLE: SKETCH OF DESCRIPTION

10970 S. CLEVELAND AVE.
SUITE #605
FORT MYERS, FLORIDA 33907
PHONE: (239) 275-8575
FAX: (239) 275-8457

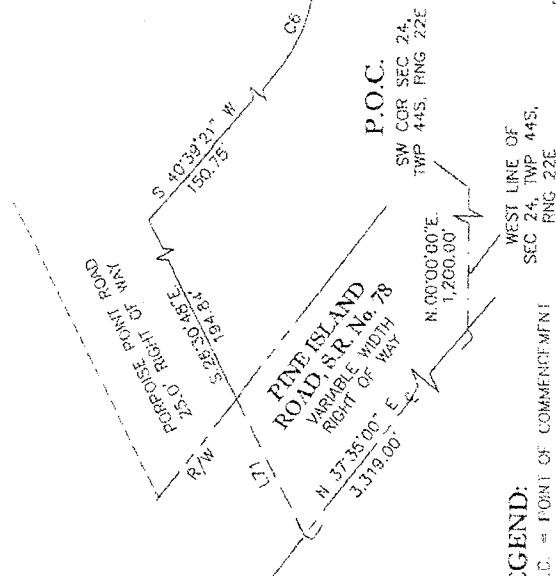
METRON
SURVEYING & MAPPING, LLC
LAND SURVEYORS-PLANNERS
LB# 7071

www.metronfl.com

FILE NAME:	13204SK-G	FIELD BOOK/PAGE:	SEE FILE	PROJECT NO.:	13204	SHEET:	2 OF 2
DATE:	7/07/17	DRAWN BY:	BUD	CHECKED BY:	TLM	FILE NO. (S-T-R):	24-44-22

LINE TABLE

LINE	BEARING	DISTANCE
L18	S 05°29'29" W	39.72'
L19	N 15°40'33" W	12.65'
L20	S 64°29'12" W	41.25'
L21	N 26°36'43" W	22.00'
L22	S 64°29'12" W	9.25'
L71	S 26°30'48" E	33.42'



LEGEND:

- P.O.C. = POINT OF COMMENCEMENT
- P.O.B. = POINT OF BEGINNING
- R/W = RIGHT OF WAY
- SEC = SECTION
- TWP = TOWNSHIP
- RNG = RANGE
- C.E. = CANAL/WATERWAY ELEMENT
- D.E. = DRAINAGE EASEMENT
- A.E. = ACCESS EASEMENT
- P.U.E. = PUBLIC UTILITY EASEMENT

SKETCH AND DESCRIPTION OF A PARCEL OF LAND LYING IN SECTION 24, TOWNSHIP 44 SOUTH, RANGE 22 EAST, LEE COUNTY, FLORIDA

TRACT "I" OF PROPOSED PORPOISE POINTE, A PROPOSED SUBDIVISION OF LAND LYING IN SECTION 24, TOWNSHIP 44 SOUTH, RANGE 22 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHWEST CORNER OF SAID SECTION 24; THENCE N.00°00'00"E., ALONG THE WEST LINE OF SAID SECTION, FOR A DISTANCE OF 1,200.00 FEET TO THE CENTERLINE OF PINE ISLAND ROAD (STATE ROAD No. 78) A VARIABLE WIDTH RIGHT OF WAY; THENCE N.37°35'00"E. ALONG THE CENTERLINE OF SAID STATE ROAD, FOR A DISTANCE OF 3,319.00 FEET; THENCE S.26°30'48"E., FOR A DISTANCE OF 33.42 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF PORPOISE POINT ROAD (A COUNTY ROAD) AND THE POINT OF BEGINNING OF THE LAND HEREIN DESCRIBED; THENCE CONTINUE S.26°30'48"E., ALONG SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 194.84 FEET; THENCE S.40°39'21"W. FOR A DISTANCE OF 150.75 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 35.00 FEET; THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 35°09'52", A CHORD BEARING OF S.23°04'25"W., A CHORD LENGTH OF 21.15 FEET AND AN ARC LENGTH OF 21.48 FEET; THENCE S.05°29'29"W. FOR A DISTANCE OF 39.72 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 35.00 FEET; THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 37°32'39", A CHORD BEARING OF S.13°16'51"E., A CHORD LENGTH OF 22.53 FEET AND AN ARC LENGTH OF 22.93 FEET; THENCE S.32°03'10"E. FOR A DISTANCE OF 69.52 FEET; THENCE S.31°15'11"E. FOR A DISTANCE OF 170.12 FEET; THENCE S.26°50'00"E. FOR A DISTANCE OF 96.49 FEET; THENCE S.15°40'33"E. FOR A DISTANCE OF 12.65 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 5.00 FEET; THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 99°50'15", A CHORD BEARING OF S.65°35'41"E., A CHORD LENGTH OF 7.65 FEET AND AN ARC LENGTH OF 8.71 FEET; THENCE N.64°29'12"E. FOR A DISTANCE OF 40.44 FEET; THENCE S.26°45'30"E. FOR A DISTANCE OF 22.01 FEET; THENCE S.64°29'12"W. FOR A DISTANCE OF 53.75 FEET TO THE BEGINNING OF A CURVE TO THE LEFT HAVING A RADIUS OF 5.00 FEET; THENCE ALONG SAID CURVE THROUGH A CENTRAL ANGLE OF 90°05'04", A CHORD BEARING OF S.19°26'40"W., A CHORD LENGTH OF 7.08 FEET AND AN ARC LENGTH OF 7.86 FEET; THENCE S.25°35'52"E. FOR A DISTANCE OF 48.99 FEET; THENCE S.36°52'12"E. FOR A DISTANCE OF 31.55 FEET TO A POINT ON SAID PORPOISE POINTE BOUNDARY; THENCE S.53°07'48"W., ALONG SAID PORPOISE POINTE BOUNDARY FOR A DISTANCE OF 35.04 FEET TO THE BEGINNING OF A NON-TANGENT CURVE TO THE RIGHT HAVING A RADIUS OF 9.73 FEET; THENCE ALONG SAID CURVE AND ALONG SAID PORPOISE POINTE BOUNDARY THROUGH A CENTRAL ANGLE OF 99°13'43", A CHORD BEARING OF N.73°56'43"W., A CHORD LENGTH OF 14.82 FEET AND AN ARC LENGTH OF 16.85 FEET; THENCE N.26°49'56"W. ALONG SAID PORPOISE POINTE BOUNDARY, FOR A DISTANCE OF 17.10 FEET; THENCE N.11°19'40"W., ALONG SAID PORPOISE POINTE BOUNDARY, FOR A DISTANCE OF 98.62 FEET; THENCE N.28°19'59"W., ALONG SAID PORPOISE POINTE BOUNDARY, FOR A DISTANCE OF 246.93 FEET; THENCE N.36°21'11"W., ALONG SAID PORPOISE POINTE BOUNDARY, FOR A DISTANCE OF 122.58 FEET TO THE BEGINNING OF A CURVE TO THE RIGHT HAVING A RADIUS OF 45.00 FEET; THENCE ALONG SAID CURVE, ALONG SAID PORPOISE POINTE BOUNDARY, THROUGH A CENTRAL ANGLE OF 12°57'49", A CHORD BEARING OF N.29°52'17"W., A CHORD LENGTH OF 10.16 FEET AND AN ARC LENGTH OF 10.18 FEET; THENCE N.51°52'09"W., ALONG SAID PORPOISE POINTE BOUNDARY, FOR A DISTANCE OF 45.33 FEET; THENCE N.37°35'07"E., ALONG SAID PORPOISE POINTE BOUNDARY, FOR A DISTANCE OF 238.28 FEET; THENCE N.26°30'48"W., ALONG SAID PORPOISE POINTE BOUNDARY, FOR A DISTANCE OF 132.00 FEET TO A POINT ON THE SOUTHERLY RIGHT OF WAY OF SAID PINE ISLAND ROAD (STATE ROAD No. 78) A VARIABLE WIDTH RIGHT OF WAY AND A POINT ON A NON-TANGENT CURVE TO THE LEFT HAVING A RADIUS OF 43001.85 FEET; THENCE ALONG SAID SOUTHERLY RIGHT OF WAY AND SAID CURVE THROUGH A CENTRAL ANGLE OF 00°02'13", A CHORD BEARING OF N.37°33'43"E., A CHORD LENGTH OF 27.80 FEET AND AN ARC LENGTH OF 27.80 FEET TO THE POINT OF BEGINNING.

PARCEL CONTAINS 33,930 SQUARE FEET, 0.779 ACRES, MORE OR LESS

* THIS IS NOT A SURVEY *

BY: _____
TIMOTHY LEE MANN
PROFESSIONAL SURVEYOR AND MAPPER
FLORIDA CERTIFICATE NO. LS# 5838


AMENDED & RESTATED EXHIBIT D
TO DECLARATION

DATE SIGNED: _____

NOTES:

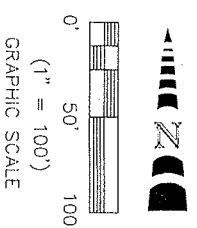
1. BEARINGS ARE BASED ON THE WEST RIGHT OF WAY LINE OF PORPOISE POINT ROAD AS BEING S.26°30'48"E.
2. DISTANCES ARE IN FEET AND DECIMALS THEREOF.
3. PARCEL IS SUBJECT TO EASEMENTS, RESERVATIONS OR RESTRICTIONS AND RIGHT-OF-WAYS (RECORDED AND UNRECORDED, WRITTEN AND UNWRITTEN).
4. RECORDING INFORMATION SHOWN HEREON RELATES TO THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

TITLE: LEGAL DESCRIPTION			
	METRON SURVEYING & MAPPING, LLC LAND SURVEYORS-PLANNERS LB# 7071		10970 S. CLEVELAND AVE. SUITE #605 FORT MYERS, FLORIDA 33907 PHONE: (239) 275-8575 FAX: (239) 275-8457 www.metronfl.com
FILE NAME: 13204SK-I	FIELD BOOK/PAGE: SEE FILE	PROJECT NO.: 13204	SHEET: 1 OF 2
DATE: 10/25/17	DRAWN BY: BUD	SCALE: 1" = 100	CHECKED BY: TLM
		FILE NO. (S-T-R) 24-44-22	

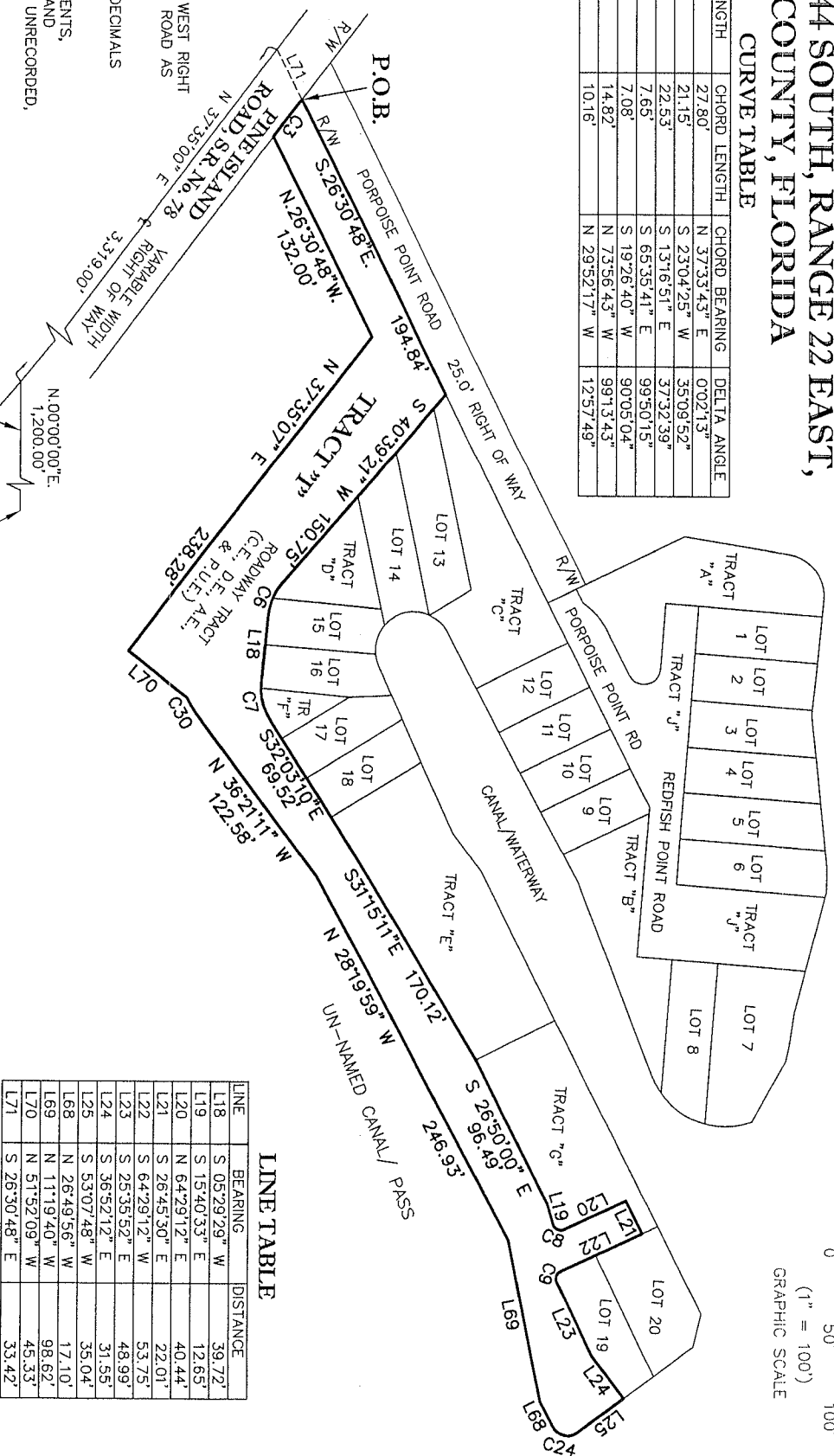
SKETCH AND DESCRIPTION
OF A PARCEL OF LAND LYING IN SECTION 24
TOWNSHIP 44 SOUTH, RANGE 22 EAST,
LEE COUNTY, FLORIDA

MATLACHA PASS



CURVE TABLE

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C3	43001.85'	27.80'	27.80'	N 37.33 43° E	0.0213°
C6	35.00'	21.48'	21.15'	S 23.04 25° W	35.09 52°
C7	35.00'	22.93'	22.53'	S 13.16 51° E	37.32 39°
C8	5.00'	8.71'	7.65'	S 65.35 41° E	99.50 15°
C9	5.00'	7.86'	7.08'	S 19.26 40° W	90.05 04°
C24	9.73'	16.85'	14.82'	N 73.56 43° W	99.13 43°
C30	45.00'	10.18'	10.16'	N 29.52 17° W	12.57 49°



LINE TABLE

LINE	BEARING	DISTANCE
L18	S 05.29 29° W	39.72'
L19	S 15.40 33° E	12.65'
L20	N 64.29 12° E	40.44'
L21	S 26.45 30° E	22.01'
L22	S 64.29 12° W	53.75'
L23	S 25.35 52° E	48.99'
L24	S 36.52 12° E	31.55'
L25	S 53.07 48° W	35.04'
L68	N 26.49 56° W	17.10'
L69	N 11.19 40° W	98.62'
L70	N 51.52 09° W	45.33'
L71	S 26.30 48° E	33.42'

NOTES:

1. BEARINGS ARE BASED ON THE WEST RIGHT OF WAY LINE OF PORPOISE POINT ROAD AS BEING S.2630 48° E.
2. DISTANCES ARE IN FEET AND DECIMALS THEREOF.
3. PARCEL IS SUBJECT TO EASEMENTS, RESERVATIONS OR RESTRICTIONS AND RIGHT-OF-WAYS (RECORDED AND UNRECORDED, WRITTEN AND UNWRITTEN).
4. RECORDING INFORMATION SHOWN HEREON RELATES TO THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA.

LEGEND:

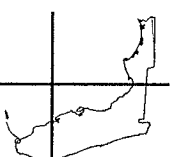
- P.O.C. = POINT OF COMMENCEMENT
P.O.B. = POINT OF BEGINNING
R/W = RIGHT OF WAY
SEC = SECTION
TWP = TOWNSHIP
RNG = RANGE
C.E. = CANAL/WATERWAY ELEMENT
D.E. = DRAINAGE EASEMENT
A.E. = ACCESS EASEMENT
P.U.E. = PUBLIC UTILITY EASEMENT

AMENDED & RESTATED EXHIBIT "D"
TO DECLARATION

WEST LINE OF
SEC 24, TWP 44S,
RNG 22E

P.O.C.
SW COR SEC 24,
TWP 44S, RNG 22E

TITLE: SKETCH OF DESCRIPTION



METRON
SURVEYING & MAPPING, LLC

LAND SURVEYORS-PLANNERS
LB# 7071

10970 S. CLEVELAND AVE.
SUITE #605
FORT MYERS, FLORIDA 33907
PHONE: (239) 275-8575
FAX: (239) 275-8457
www.metronfl.com

FILE NAME: 13204SK-1	FIELD BOOK/PAGE: SEE FILE	PROJECT NO.: 13204	SHEET: 2 OF 2
DATE: 10/25/17	DRAWN BY: BUD	SCALE: 1" = 100'	CHECKED BY: TLM
		FILE NO. (S-T-R): 24-44-22	

SKETCH AND DESCRIPTION OF A PARCEL OF LAND LYING IN SECTION 24 TOWNSHIP 44 SOUTH, RANGE 22 EAST, LEE COUNTY, FLORIDA

AMENDED & RESTATED EXHIBIT D TO DECLARATION

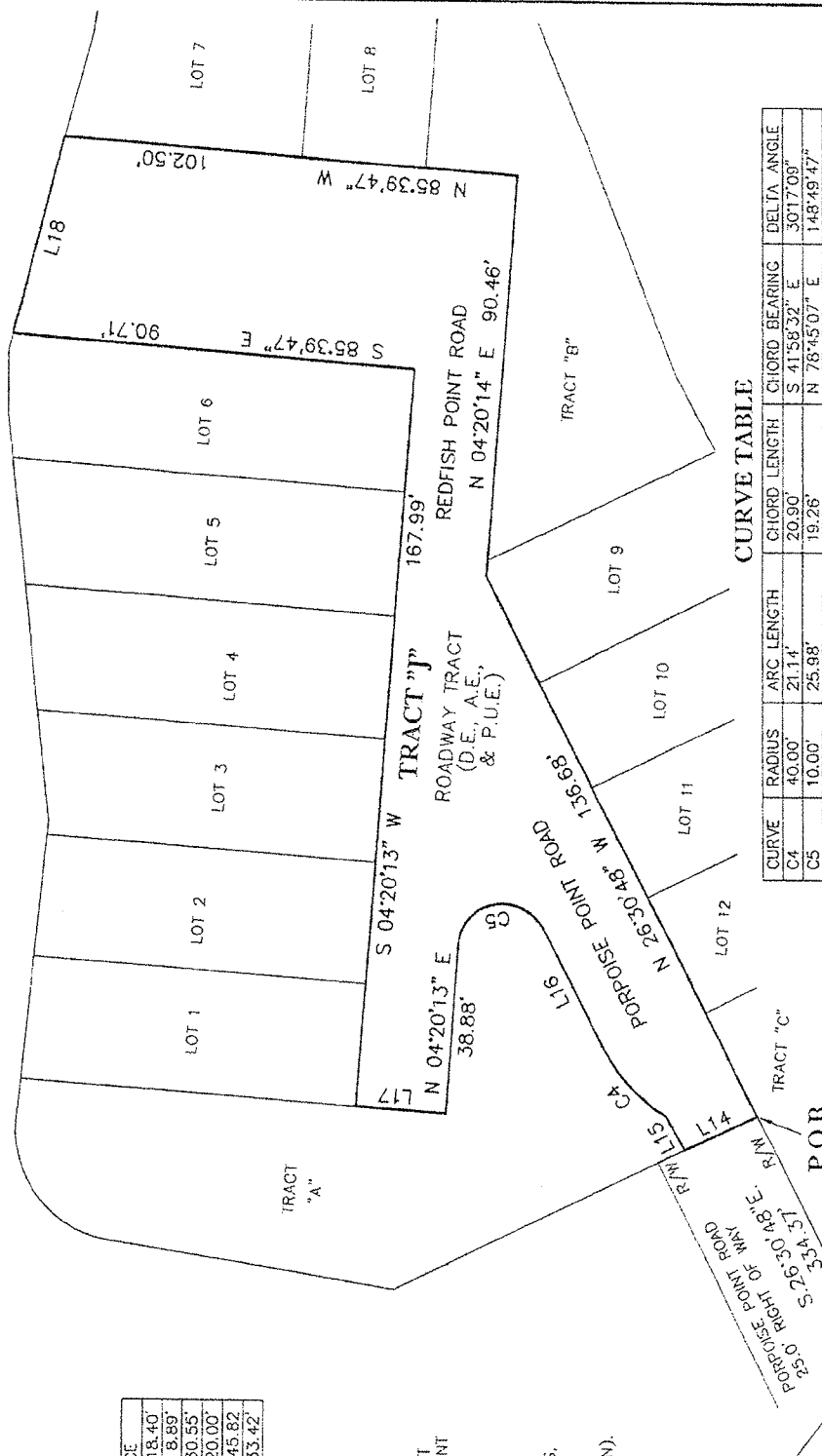
MATLACHA PASS

LINE TABLE

LINE	BEARING	DISTANCE
L14	N 63°54'12" E	18.40'
L15	S 27°43'36" E	8.89'
L16	S 26°50'00" E	30.55'
L17	S 85°39'47" E	20.00'
L18	S 14°38'58" W	45.82'
L71	S 26°30'48" E	33.42'

NOTES:

1. BEARINGS ARE BASED ON THE WEST RIGHT OF WAY LINE OF PORPOISE POINT ROAD AS BEING S 26°30'48" E.
2. DISTANCES ARE IN FEET AND DECIMALS THEREOF.
3. PARCEL IS SUBJECT TO EASEMENTS, RESERVATIONS OR RESTRICTIONS AND RIGHT-OF-WAYS (RECORDED AND UNRECORDED, WRITTEN AND UNWRITTEN).
4. RECORDING INFORMATION SHOWN HEREON RELATES TO THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA.



CURVE TABLE

CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C4	40.00'	21.14'	20.90'	S 41°58'32" E	307°709"
C5	10.00'	25.98'	19.26'	N 78°45'07" E	148°19'47"

TITLE: SKETCH OF DESCRIPTION

METRON
SURVEYING & MAPPING, LLC
LAND SURVEYORS-PLANNERS
LB# 7071

10970 S. CLEVELAND AVE.
SUITE #605
FORT MYERS, FLORIDA 33907
PHONE: (239) 275-8575
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www.metronefl.com

LEGEND:
P.O.C. = POINT OF COMMENCEMENT
P.O.B. = POINT OF BEGINNING
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RNG = RANGE
C.E. = CANAL/WATERWAY ELEMENT
D.E. = DRAINAGE EASEMENT
A.E. = ACCESS EASEMENT
P.U.E. = PUBLIC UTILITY EASEMENT

PINE ISLAND
ROAD, S.R. No. 78
VARIABLE WIDTH
RIGHT OF WAY
N 37°35'00" E
3,319.00'

P.O.B.
SW COR SEC 24,
TWP 44S, RNG 22E

P.O.C.
SW COR SEC 24,
TWP 44S, RNG 22E

WEST LINE OF
SEC 24, TWP 44S,
RNG 22E

FILE NAME: 13204SK-J
FIELD BOOK/PAGE: SEE FILE
PROJECT NO.: 13204
DATE: 7/07/17
DRAWN BY: TLM
CHECKED BY: TLM
SCALE: 1" = 40'
SHEET: 2 OF 2
FILE NO. (S-I-R): 24-44-22

WRITTEN CONSENT OF OWNER

PORPOISE POINT TOWNHOME ASSOCIATION, INC.

The undersigned, being a member of Porpoise Point Townhome Association, Inc. and Owner of Unit 7 and Unit 8 of Porpoise Point pursuant to instruments recorded at Official Records Instrument No. 2009000253035, and Instrument No. 2009000253046, Public Records of Lee County, Florida, by its signature below hereby consents to the attached First Amendment to the Declaration of Covenants, Conditions and Restrictions for Porpoise Point Townhomes in lieu of casting a ballot at a duly-called meeting of the membership.

This consent was given the date signed below.

OWNER:

K&K VILLAS PORPOISE POINT, LLC, a
Florida limited liability company

By: 

Print Name: Kevin Fitzpatrick

Print Title: Manager

Dated: 26 July 2017.

Sean M. Ellis, Esquire
Roetzel & Andress, LPA
2320 First Street, Suite 1000
Fort Myers, Florida 33901-2904

INSTR # 2017000186414, Pages 2
Doc Type RES, Recorded 08/30/2017 at 09:03 AM,
Linda Doggett, Lee County Clerk of Circuit Court
Rec. Fee \$18.50
Deputy Clerk DMAYS
#1

MORTGAGEE CONSENT TO THE FIRST AMENDMENT
TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

The undersigned, IBERIABANK, Assignee from the Federal Deposit Insurance Corporation, Receiver of ORION BANK, its successors and/or assigns ("**Mortgagee**"), is the holder of that certain Mortgage Deed made by COASTAL LAND AND HOMES, L.L.C., a Florida limited liability company, as mortgagor, to Mortgagee, dated as of October 18, 2005 and recorded on October 21, 2005 as Official Records Instrument Number 2005000084632, of the Public Records of Lee County, Florida (the "**Public Records**"); as modified by that certain Mortgage Modification Agreement and Receipt of Future Advance, dated as of June 13, 2006 and recorded on June 20, 2006 as Official Records Instrument Number 2006000246728, of the Public Records; as further modified by that certain Mortgage Modification Agreement and Receipt of Future Advance, dated as of February 22, 2007 and recorded on March 7, 2007 as Official Records Instrument Number 2007000075127, of the Public Records; as further modified by that certain Mortgage Modification Agreement, dated as of February 22, 2009 and recorded on April 17, 2009 as Official Records Instrument Number 2009000102172, of the Public Records; as subordinated by that certain Mortgagee's Joinder, Consent and Subordination, dated as of August 27, 2009 and recorded on September 14, 2009 as Official Records Instrument Number 2009000251233, of the Public Records; as partially released by that certain Partial Release of Mortgage, dated as of September 21, 2009 and recorded on September 25, 2009 as Official Records Instrument Number 2009000261834, of the Public Records; and as further modified by that certain Mortgage Modification Agreement, dated February 5, 2014 and recorded on February 11, 2014 as Official Records Instrument Number 2014000028259, of the Public Records (collectively, as modified, the "**Mortgage**"), and the undersigned further consents to the First Amendment to the Declaration of Covenants, Conditions and Restrictions for Porpoise Pointe Townhomes recorded as Official Records Instrument Number 2017000186365, of the Public Records of Lee County, and agrees that the Mortgage is hereby subordinated to and made subject to said First Amendment. Mortgagee makes no representation or warranty of any kind concerning the First Amendment, any of its terms or provisions, or the legal sufficiency thereof, and does not assume, and is not responsible for, any of the obligations or liabilities of developer in the First Amendment.

IN WITNESS WHEREOF, the undersigned has made and executed this Mortgagee Consent on the date indicated below.

[remainder of page intentionally left blank]

[signature and notary on following page]

(signature page to Mortgagee Consent to the First Amendment
to the Declaration of Covenants, Conditions and Restrictions)

Signed, Sealed and delivered in
the presence of:



Witness #1

Print Name: CHAS DOAN



Witness #2

Print Name: Bruce C. Reid

IBERIABANK

By: 

Print Name: David Krage

Title: Vice President

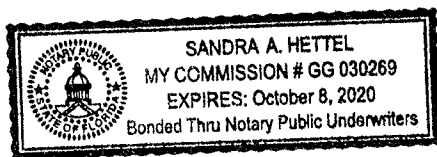
STATE OF Florida
COUNTY OF Manatee

The foregoing instrument was acknowledged before me this 25th day of August,
2017, by David Krage, as VP of
IberiaBank, on behalf of said bank, who ☒ is personally known to me or who ☐ has produced a
driver's license as identification.


Notary Public

NOTARY RUBBER STAMP SEAL
OR EMBOSSED SEAL

Sandra A. Hetzel
Printed Name of Notary Public



66-030269 10/8/20
Commission No. Expiration Date