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EIGHTH SUPPLEMENT
TO THE
DECLARATION AND GENERAL PROTECTIVE COVENANTS
FOR
PELICAN LANDING
(LAKEMONT COVE)

OR 269 PG0097

RECORD VERIFIED - CHARLIE GREEN, CLERK
BY: KAY TAMMOR, D.C.

THIS SUPPLEMENT is made this 31st day of December, 1991, by WESTINGHOUSE BAYSIDE COMMUNITIES, INC., a Florida corporation, which was Declarant of that particular AMENDED AND RESTATED DECLARATION AND GENERAL PROTECTIVE COVENANTS FOR PELICAN LANDING and is hereinafter referred to as DECLARANT.

WITNESSETH:

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

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

WHEREAS, in accordance with the terms of the DECLARATION, DECLARANT desires to subject all of the real property described in Exhibit "A" attached hereto (hereinafter defined and referred to as the NEIGHBORHOOD) to the DECLARATION for those reasons set forth in the preamble to the DECLARATION; and

WHEREAS, DECLARANT has determined that in order to create a quality development within the NEIGHBORHOOD, new provisions applicable to the NEIGHBORHOOD shall be imposed for the preservation of the property values of the owners' therein.

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

ARTICLE I
DEFINITIONS

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

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ARTICLE II
RESTRICTIONS

1. USE RESTRICTIONS

a. The NEIGHBORHOOD may be used for a multi-family residential project, associated amenities and uses, including a swimming pool, and other recreational facilities located in the common area as depicted in the site plan for the NEIGHBORHOOD and for no other purposes. No business buildings may be erected in the NEIGHBORHOOD and no business may be conducted on any part thereof, nor shall any building or portion thereof be used or maintained as a professional office. No structures shall be erected or placed in or on any lakes or water management areas in or adjacent to the NEIGHBORHOOD without the prior written consent of the DECLARANT.

b. Notwithstanding the above provisions, the DECLARANT may, in its sole discretion, permit one or more DWELLING UNITS to be used or maintained as a sales office or model for the promotion of real estate in Pelican Landing. Any such permission must be granted by DECLARANT in writing prior to such use and may include restrictions on the type and nature of sales, promotion activities and promotional materials that may be utilized.

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

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

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

f. To the extent reasonably possible, roof stacks and vents shall be placed so as not to be clearly or readily visible from the front of the DWELLING UNIT and shall be painted to match the approved roof color. Solar collectors or devices shall be located so as not to be readily visible from surrounding streets or other DWELLING UNITS.

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g. No garbage, trash or refuse containers shall be placed within the front yard of any building or in any driveway abutting any building, and all garbage, trash and refuse removal shall be made from screened or enclosed areas.

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

i. No outside satellite receptor dish or device or any other type of electronic device now in existence or that may hereafter come into existence, that is utilized or designed to be utilized for the transmission or reception of electronic or other type of signal shall be allowed without the prior written approval of DECLARANT.

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

a. The minimum distance between any two unattached principal structures shall be in accordance with the site plan for the NEIGHBORHOOD approved in writing by DECLARANT and Lee County.

b. The minimum setback for tract boundaries for DWELLING UNITS, accessory structures, improvements or buildings shall be in accordance with the site plan for the NEIGHBORHOOD approved in writing by DECLARANT and Lee County.

c. The minimum floor area per DWELLING UNIT shall be one thousand (1000) square feet of living area. The method of determining square foot area of proposed buildings and structures or additions and enlargement thereto, shall be to multiply the outside horizontal dimensions of the building or structure at each floor level. Garages, porches, patios, terraces and other similar areas and structures shall not be taken into account in calculating the minimum area required.

d. Building height shall not exceed two (2) stories.

3. FENCES AND WALLS

a. The erection and use of walls and fences is discouraged. If a wall and/or fence is approved in writing by DECLARANT it shall be located in a manner to limit the area enclosed to that necessary to afford privacy to outdoor activity areas. No wall or fence shall be constructed with a height of more than six (6) feet above the existing ground level of

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adjoining property. No walls or fence shall be erected or placed on any property line. Any fences or walls shall have a landscape buffer between the wall or fence and the adjacent property line.

b. A wall, fence or enclosure shall only be constructed of materials and with a design and color as approved by DECLARANT in writing. No chain link fencing shall be allowed except as an approved enclosure for an approved tennis court.

4. LANDSCAPING

a. OWNER shall submit to DECLARANT for approval a master landscape and site amenities plan for the NEIGHBORHOOD (including adjacent rights-of-way and area between the NEIGHBORHOOD property line and any abutting road or water's edge). The DECLARANT shall make available, upon request, a list of recommended landscape materials. OWNER shall be responsible for all landscaping within the NEIGHBORHOOD.

b. OWNER shall be responsible for any repair and/or replacement of existing landscaping which abuts the NEIGHBORHOOD and which is damaged or destroyed as a result of the acts of the OWNER or its agents.

c. Outside the NEIGHBORHOOD, OWNER shall be responsible for the maintenance of grass cutting only with respect to adjacent rights-of-way and area between the NEIGHBORHOOD property line and any abutting road or water's edge or bike path.

d. Prior to making any material change, variation or deviation from the approved landscaping plan, an OWNER shall first obtain DECLARANT'S written approval of the change, variation or deviation. Any additional landscaping to be installed after occupancy of any DWELLING UNITS requires written approval of DECLARANT prior to installation.

e. OWNER shall install or retain the landscape material as approved by DECLARANT. All landscaping, trees, shrubs and lawns shall be maintained by OWNER in good and living condition at all times.

f. OWNER shall be responsible for maintaining and keeping in good working order the landscape irrigation system installed by OWNER in or on the NEIGHBORHOOD.

5. GARAGE, CARPORTS AND STORAGE AREAS

- a. Repair of vehicles shall be permitted only inside a garage. Garages must have doors and all garage doors must be equipped with automatic door openers. The garage doors shall remain closed except upon entering or exiting the garage.
- b. No unenclosed storage area shall be permitted. No enclosed storage area shall be erected which is separated from a principal structure. Storage facilities for garbage and trash containers shall be required for each building and shall be screened such that they are not visible from roadways.

6. WATER MANAGEMENT AREAS

Surface water drainage and management, including but not limited to storm water storage and capacity, shall conform to the overall water management requirements of the South Florida Water Management District and meet with the approval of DECLARANT.

7. LEASE

Any NEIGHBORHOOD ASSOCIATION documents prepared or filed by OWNER shall prohibit the leasing of any DWELLING UNIT more often than three (3) times per calendar year and shall prohibit the use or sale of any DWELLING UNIT on a "time-share" basis. No lease shall be for a period of time of less than twenty-one (21) days duration.

8. CONSTRUCTION

During any construction activity within the NEIGHBORHOOD, the construction area shall be maintained in a neat and orderly manner and OWNER shall provide for trash and debris containment and removal. Temporary trailers may be placed in the NEIGHBORHOOD during construction. Construction vehicles shall be parked so as not to block or interfere with the use of the streets or roads within the NEIGHBORHOOD. Construction vehicles shall not be stored in the NEIGHBORHOOD, except during the active construction of the NEIGHBORHOOD.

9. ACCESS

Permanent access to the NEIGHBORHOOD shall be via one access point on Pennyroyal Drive.

10. SIGNS

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

ARTICLE III
GENERAL PROVISIONS

1. PROPERTY UNITS

In accordance with Article 1, Section 34 of the DECLARATION, DECLARANT hereby assigns one (1) PROPERTY UNIT to each DWELLING UNIT in the NEIGHBORHOOD for a total of one hundred twenty-four (124) PROPERTY UNITS assigned to the NEIGHBORHOOD.

2. CONFLICT

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

3. AMENDMENT

The DECLARANT may, in its sole discretion, modify, amend, delete, waive or add to this SUPPLEMENT or any part thereof. The power of amendment, however, shall be limited to modification or enlargement of existing covenants which shall not substantially impair the general and uniform plan of development originally set forth herein.

4. SUPPLEMENT TO GENERAL COVENANTS RUNS WITH THE LAND

The covenants, conditions, restrictions and other provisions under the SUPPLEMENT shall run with the land and bind the property within the NEIGHBORHOOD and shall inure to the benefit of and be enforceable by the DECLARANT for a term of thirty (30) years from the date this SUPPLEMENT is recorded, after which time these provisions shall automatically be extended for successive periods of ten (10) years. Any time after the initial thirty (30) year period provided for in this Section, these provisions may be terminated or modified in whole or in part by the recordation of a written instrument providing for the termination or modifications executed by the OWNERS of two-thirds (2/3) of the DWELLING UNITS agreeing to the termination or modifications.

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5. WAIVER

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

6. SEVERABILITY

If any section, subsection, sentence, clause, phrase or portion of this EIGHTH SUPPLEMENT TO THE DECLARATION AND GENERAL AND PROTECTIVE COVENANTS FOR PELICAN LANDING (LAKEMONT COVE) is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and shall not affect the validity of the remaining portion thereof.

7. ASSIGNMENT OF MAINTENANCE RESPONSIBILITIES

OWNER shall have the right to assign all or any portion of its maintenance responsibilities as described in this SUPPLEMENT to the Condominium Association established for the NEIGHBORHOOD.

IN WITNESS WHEREOF, WESTINGHOUSE BAYSIDE COMMUNITIES, INC., a Florida corporation, does hereby execute this EIGHTH SUPPLEMENT TO THE DECLARATION AND GENERAL AND PROTECTIVE COVENANTS FOR PELICAN LANDING (LAKEMONT COVE), in its name by its undersigned, authorized officers and affixes its corporate seal hereto, this 31st day of December, 1991, at Bonita Springs, Florida.

(SEAL)
WESTINGHOUSE BAYSIDE COMMUNITIES,
INC., a Florida corporation

WITNESSES:

W. James Gunn
W. James Gunn

BY: *SLC*
Samuel L. Crouch
Executive Vice President

EIGHTH SUPPLEMENT TO THE DECLARATION AND GENERAL PROTECTIVE COVENANTS FOR PELICAN LANDING (LAKEMONT COVE)

OR 2269 PG 105

STATE OF FLORIDA)
COUNTY OF LEE)

The foregoing instrument was acknowledged before me this 31 day of December, 1991, by Samuel L. Crouch, Executive Vice President, of WESTINGHOUSE BAYSIDE COMMUNITIES, INC., a Florida corporation, on behalf of the corporation.

Hilda G. Holzauer

Notary Public
My Commission expires: 3/15/95



HILDA G. HOLZHAUER
MY COMMISSION EXPIRES
March 15, 1995
BONDED THRU NOTARY PUBLIC UNDERWRITERS

EXHIBIT A

LEGAL DESCRIPTION

PELICAN LANDING PARCEL "A"

Tract 1:

A portion of the Southwest one-quarter of Section 16, Township 47 South, Range 25 East, Lee County, Florida; being more particularly described as follows:

COMMENCE at the Northwest corner of the Southwest one-quarter of said Section 16; thence N00°41'04"W along the Westerly boundary of the Northwest one-quarter of said Section 16 a distance of 125.48 feet to a point on the arc of a non-tangent circular curve, concave to the Northeast; (a radial line through said point bears N40°09'27"E); thence Southeasterly along the arc of said curve having for its elements a radius 1050.00 feet, a central angle of 20°49'20", an arc distance of 381.59 feet, a chord distance of 379.49 feet, and a chord bearing of S60°15'13"E to a point of tangency; thence S70°39'53"E 1059.20 feet to a point of curvature of a circular curve concave to the Southwest; thence Southeasterly along the arc of said curve having for its elements a radius of 1630.00 feet, a central angle of 17°38'46", an arc distance of 502.01 feet, a chord distance of 500.03 feet and a chord bearing of S61°50'31"E to a point of tangency; thence S53°01'08"E 252.42 feet to the POINT OF BEGINNING; thence continue S53°01'08"E a distance of 78.49 feet to a point of curvature of a circular curve concave to the Northeast; thence Southeasterly along the arc of said curve having for its elements a radius of 1460.00 feet, a central angle of 20°56'41", an arc distance of 533.71 feet, a chord distance of 530.75 feet and a chord bearing of S63°29'28"E; thence S16°02'11"W along a radial line to said curve a distance of 149.91 feet to a point on the arc of a non-tangent circular curve concave to the Northeast; (a radial line through said point bears N14°07'09"E); thence Northwesterly along the arc of said curve having for its elements a radius of 150.00 feet, a central angle of 05°53'07", an arc distance of 15.41 feet, a chord distance of 15.40 and a chord bearing of N72°56'17"W to a point of reverse curvature of a circular curve concave to the Southeast; thence Southwesterly along the arc of said curve having for its elements a radius of 40.00 feet, a central angle of 81°30'16", an arc distance of 56.90 feet, a chord distance of 52.22 feet and a chord bearing of S69°15'08"W to a point of tangency; thence S28°30'00"W 118.95 feet to a point of curvature of a circular curve concave to the Northwest; thence Southwesterly along the arc of said curve having for its elements a radius of 200.00 feet, a central angle of 25°30'00", an arc distance of 89.01 feet, a chord distance of 88.28 feet and a chord bearing of S41°15'00"W to a point of tangency; thence S54°00'00"W 111.52 feet to a point of curvature of a circular curve concave to the Northeast; thence Southerly and Easterly along the arc of said curve having for its elements a radius of 40.00 feet, a central angle of 144°00'00", an arc distance of 100.53 feet, a chord distance of 76.08 feet and a chord bearing of S18°00'00"E to a point of tangency; thence S90°00'00"E 32.49 feet to a point of curvature of a circular curve concave to the Southwest; thence Southeasterly along the arc of said curve having for its elements a radius of 150.00 feet, a central angle of 58°00'00", an arc distance of 151.84 feet, a chord distance of 145.44 feet and a chord bearing of S61°00'00"E to a point of tangency; thence S32°00'00"E 48.27 feet to a point of curvature of a circular curve concave to the West; thence Southerly along the arc of said curve having for its elements a radius of 125.00 feet, a central angle 57°59'59", an arc distance of 126.54 feet, a chord distance of 121.20 feet and a

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chord bearing of S03°00'00"E to a point of tangency; thence S26°00'00"W a distance of 60.15 feet to a point of curvature of a circular curve concave to the Northwest; thence Southwesterly along the arc of said curve having for its elements a radius of 125.00 feet, a central angle of 55°00'01", an arc distance of 119.99 feet, a chord distance of 115.44 feet and a chord bearing of S53°30'00"W to a point of tangency; thence S81°00'01"W 102.64 feet to a point of curvature of a circular curve concave to the North; thence Westerly along the arc of said curve having for its elements a radius of 500.00 feet, a central angle of 18°40'40", an arc distance of 162.99 feet, a chord distance of 162.27 feet and a chord bearing of N89°39'40"W to a point of tangency; thence N80°19'20"W 96.57 feet to a point of curvature of a circular curve concave to the Northeast; thence Northwesterly along the arc of said curve having for its elements a radius of 150.00 feet, a central angle of 79°11'16", an arc distance of 207.31 feet, a chord distance of 191.20 feet and a chord bearing of N40°43'42"W to a point of tangency; thence N01°08'04"W 209.89 feet to a point of curvature of a circular curve concave to the Southwest; thence Northwesterly along the arc of said curve having for its elements a radius of 200.00 feet, a central angle of 12°11'18", an arc distance of 42.55 feet, a chord distance of 42.47 feet and a chord bearing of N07°13'43"W to a point of compound curvature of a circular curve concave to the Southwest; thence Northwesterly along the arc of said curve having for its elements a radius of 787.50 feet, a central angle of 09°08'01", an arc distance 125.54 feet, a chord distance of 125.40 feet and a chord bearing of N17°53'22"W to a point of compound curvature of a circular curve concave to the Southwest; thence Northwesterly along the arc of said curve having for its elements a radius of 300.00 feet, a central angle of 27°41'11", an arc distance of 144.97 feet, a chord distance of 143.56 feet and a chord bearing of N36°17'58"W to a point of compound curvature of a circular curve concave to the Southwest; thence Northwesterly along the arc of said curve having for its elements a radius of 72.00 feet, a central angle of 23°26'48", an arc distance of 29.46 feet, a chord distance of 29.26 feet and a chord bearing of N61°51'58"W; thence N08°16'13"W 231.03 feet; thence N74°37'52"E 35.61 feet to a point of curvature of a circular curve concave to the Northwest; thence Northeasterly along the arc of said curve having for its elements a radius of 400.00 feet, a central angle of 37°38'59", an arc distance of 262.85 feet, a chord distance of 258.14 feet and a chord bearing of N55°48'22"E to a point of tangency; thence N36°58'52"E 86.13 feet to a point of curvature of a circular curve concave to the South; thence Easterly along the arc of said curve having for its elements a radius of 37.50 feet, a central angle of 90°00'00", an arc distance of 58.90 feet, a chord distance of 53.03 feet and a chord bearing of N81°58'52"E to the POINT OF BEGINNING;

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TOGETHER WITH

Tract 2:

A portion of the Southwest one-quarter of Section 16, Township 47 South, Range 25 East, Lee County, Florida; being more particularly described as follows:

COMMENCE at the Northwest corner of the Southwest one-quarter of said Section 16; thence N00°41'04"W along the Westerly boundary of the Northwest one-quarter of said Section 16 a distance of 125.48 feet to a point on the arc of a non-tangent circular curve concave to the Northeast; (a radial line through said point bears N40°09'27"E); thence Southeasterly along the arc of said curve having for its elements a radius of 1050.00 feet, a central angle of 20°49'20", an arc distance of 381.59 feet, a chord distance of 379.49 feet and a chord bearing of S60°15'13"E to a point of tangency; thence S70°39'53"E 1059.20 feet to a point of curvature

of a circular curve concave to the Southwest; thence Southeasterly along the arc of said curve having for its elements a radius of 1630.00 feet, a central angle of $17^{\circ}38'46''$, an arc distance of 502.01 feet, a chord distance of 500.03 feet and a chord bearing of $S61^{\circ}50'31''E$ to a point of tangency; thence $S53^{\circ}01'08''E$ 214.92 feet; thence $S36^{\circ}58'52''W$ 123.63 feet to a point of curvature of a circular curve concave to the Northwest; thence Southwesterly along the arc of said curve having for its elements a radius of 400.00 feet, a central angle of $37^{\circ}38'59''$, and arc distance of 262.85 feet, a chord distance of 258.14 feet and a chord bearing of $S55^{\circ}48'22''W$ to a point of tangency; thence $S74^{\circ}37'52''W$ 35.61 feet to the POINT OF BEGINNING; thence $S08^{\circ}16'13''E$ 231.03 feet; thence $N73^{\circ}35'22''W$ 11.01 feet; thence $N08^{\circ}16'13''W$ 225.19 feet; thence $N74^{\circ}37'52''E$ 10.08 feet to the POINT OF BEGINNING.

Containing 14.36 acres more or less.

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CHARLIE GREEN L.L.C. CIV FL
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