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FOURTEENTH SUPPLEMENT
TO THE
DECLARATION AND GENERAL PROTECTIVE COVENANTS
FOR
PELICAN LANDING
(PARCEL "E")

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THIS SUPPLEMENT is made this 30th day of December, 1992, 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 known as Parcel "E", Pelican Landing, as more particularly 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.

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RECORDED VERIFIED - CHARLIE GREEN, CLERK
BY: G. SHERROD, D.C.

NOW THEREFORE, DECLARANT hereby declares that the 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 LOT 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 GENERAL COVENANTS.
- 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. "LOT" or "LOTS" shall mean and refer to those individual portions of the NEIGHBORHOOD which will be used, developed and conveyed as a unit.
- 8. "SUPPLEMENT" shall mean this Fourteenth Supplement to the Declaration and General Protective Covenants for Pelican Landing (Parcel "E").

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ARTICLE II
RESTRICTIONS

1. USE RESTRICTIONS

a. The NEIGHBORHOOD may be used for a residential project consisting of sixty (60) attached villas, 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. No recreation equipment such as basketball goals and playground equipment shall be placed or installed in or on the NEIGHBORHOOD without the prior written approval of the DECLARANT.

g. 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 LOTS.

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h. 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.

i. Motor homes, trailers, boats, motorcycles, vans or trucks used for commercial purposes shall not be permitted to be parked or stored in the NEIGHBORHOOD.

j. 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 principal structures, accessory structures or improvements 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 eleven hundred (1,100) square feet of living area. The method of determining square foot area of propose 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. The building height shall not exceed forty-five (45') feet (two (2) stories).

3. LANDSCAPING AND SITE AMENITIES

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 rights-of-way or water's edge. The DECLARANT shall make available, upon request, a list of recommended landscape materials. It is DECLARANT'S intent that the existing native vegetation be retained to the maximum extent possible. Clearing shall be done selectively, retaining wherever possible the native vegetation. The landscape plan shall indicate OWNER'S plan

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for the retention and/or clearing of the existing native vegetation, in accordance with Article II, Section 13 of this SUPPLEMENT.

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. Prior to making any change, variation or deviation from the approved landscaping plan, 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 in or on the NEIGHBORHOOD and adjacent right-of-way and areas between the property line of the NEIGHBORHOOD and any abutting road or water's edge.

g. All privacy and/or decorative walls shall require the written approval of DECLARANT. 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 adjoining property. No walls or fences 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.

h. 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. GARAGE, CARPORTS AND STORAGE AREAS

a. Minimum parking requirements are two (2) spaces per unit. Repair of vehicles shall not be permitted.

b. No unenclosed storage area shall be permitted without written permission of the DECLARANT. No enclosed storage area shall be erected which is separated from a principal structure. Fully enclosed storage facilities for garbage and trash containers shall be required for each DWELLING UNIT.

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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 and the Bayside Improvement Community Development District.

7. MAIL BOXES

All mail boxes must be installed and maintained in accordance with the standards established by DECLARANT. The design, material and location of all mail boxes must be first approved in writing by DECLARANT.

8. 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.

9. 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. No temporary trailers shall be placed in the NEIGHBORHOOD without the prior written approval of DECLARANT. 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.

10. LIGHTING

No exterior lighting fixtures, structures or improvements shall be placed in, on or about the NEIGHBORHOOD, unless the written approval of DECLARANT has been obtained.

11. ACCESS

Permanent access to the NEIGHBORHOOD shall be via one (1) access point on Pennyroyal Drive.

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12. 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.

13. NATIVE VEGETATION

To the extent possible, OWNER shall protect suitable native vegetation to be integrated into the final landscape plan. The design review process and construction activities shall include these steps:

- a. Site review by OWNER or builder with DECLARANT of existing native vegetation.
- b. Review by DECLARANT of tree-clearing plans.
- c. Review by DECLARANT of building placement so as to minimize disturbance and removal of existing native vegetation.
- d. Installation of protective identification of native vegetation during construction.
- e. Transplanting of suitable trees removed from construction areas.

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 sixty (60) 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.

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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.

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 FOURTEENTH SUPPLEMENT TO THE DECLARATION AND GENERAL AND PROTECTIVE COVENANTS FOR PELICAN LANDING (PAREL "E") 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.

IN WITNESS WHEREOF, WESTINGHOUSE BAYSIDE COMMUNITIES, INC., a Florida corporation, does hereby execute this FOURTEENTH SUPPLEMENT TO THE DECLARATION AND GENERAL AND PROTECTIVE COVENANTS FOR PELICAN LANDING (PARCEL "E"), in its name by its undersigned, authorized officers and affixes its corporate seal hereto, this 30th day of December, 1992, at Bonita Springs, Florida.

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(SEAL)

WESTINGHOUSE BAYSIDE COMMUNITIES,
INC., a Florida corporation

WITNESSES:

Vivian Hastings
Print Name: Vivian Hastings
Dolly Atkinson
Print Name: Dolly Atkinson

BY: *Jerry H. Schmoyer*
Jerry H. Schmoyer
Executive Vice President


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FOURTEENTH SUPPLEMENT TO THE DECLARATION AND GENERAL
PROTECTIVE COVENANTS FOR PELICAN LANDING (PARCEL "E")

STATE OF FLORIDA)
COUNTY OF LEE)

The foregoing instrument was acknowledged before me this 30 day of December,
1992, by Jerry H. Schmoyer, Executive Vice President, of WESTINGHOUSE BAYSIDE
COMMUNITIES, INC., a Florida corporation, on behalf of the corporation.

Virginia A. Tusler
Notary Public: VIRGINIA A. TUSLER
My Commission expires:
00090531

 VIRGINIA A. TUSLER
MY COMMISSION EXPIRES
April 23, 1995
BONDED THRU NOTARY PUBLIC UNDERWRITERS

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DESCRIPTION
(PARCEL, "E")
SECTION 16, T. 47 S., R. 25 E.
LEE COUNTY, FLORIDA

A tract or parcel of land lying in the south half (S-1/2) of Section 16, Township 47 South, Range 25 East, Lee County, Florida which tract or parcel is described as follows:

From the northeast corner of the northwest quarter (NW-1/4) of said Section 16 run S 00° 02' 54" W along the east line of said northwest quarter (NW-1/4) for 2,643.98 feet to the southeast corner of said fraction; thence continue S 00° 02' 06" W along the east line of the southwest quarter (SW-1/4) of said Section 16 for 407.09 feet to the Point of Beginning.

From said Point of Beginning run S 80° 02' 09" E for 239.59 feet to a point of curvature; thence run Easterly, Southeasterly and Southerly along the arc of a curve to the right of radius 270.00 feet (chord bearing S 40° 04' 26" E) (chord 346.83 feet) (delta 79° 55' 26") for 376.63 feet to a point of tangency; thence run S 00° 06' 43" E for 335.88 feet to a point of curvature; thence run Southerly, Southwesterly and Westerly along the arc of a curve to the right of radius 30.00 feet (chord bearing S 44° 30' 00" W) (chord 42.14 feet) (delta 89° 13' 26") for 46.72 feet to a point of tangency on the north line of Pelican Landing Parkway (100 feet wide) as recorded in Official Record Book 2267 at page 2034 of the Lee County Records; thence run S 89° 06' 43" W along said northerly line for 141.30 feet to a point of curvature; thence run Westerly and Northwesterly along said northerly line along the arc of a curve to the right of radius 1,360.00 feet (chord bearing N 71° 57' 12" W) (chord 882.61 feet) (delta 37° 52' 09") for 898.88 feet to a point of tangency; thence run N 53° 01' 08" W for 78.49 feet to a point of curvature; thence run Northwesterly, Northerly and Northeasterly along the arc of a curve to the right of radius 37.50 feet (chord bearing N 08° 01' 08" W) (chord 53.03 feet) (delta 90° 00' 00") for 58.90 feet to a point of tangency on the southeasterly line of Pennyroyal Drive (Tract "J") of Pelican Landing Unit Eight as recorded in Plat Book 50 beginning at page 79 of the Lee County Records; thence run N 36° 58' 52" E along said southeasterly line for 441.17 feet to a point of curvature; thence run Northeasterly along said southeasterly line along the arc of a curve to the right of radius 1,000.00 feet (chord bearing N 40° 29' 13" E) (chord 122.29 feet) (delta 07° 00' 40") for 122.37 feet; thence run S 53° 01' 08" E for 146.99 feet; thence run S 66° 31' 38" E for 115.63 feet; thence run S 80° 02' 09" E for 52.71 feet to the Point of Beginning.

Containing 13.71 acres, more or less.

Bearings hereinabove mentioned are based on the east line of the southwest quarter (SW-1/4) of Section 16, Township 47 South, Range 25 East to bear S 00° 02' 06" W.

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CHARLE GREEN LEE CITY FL
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