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FIFTEENTH SUPPLEMENT
TO THE
DECLARATION AND GENERAL PROTECTIVE COVENANTS
FOR
PELICAN LANDING
(PARCEL "G")

OR2352 PG0935

THIS SUPPLEMENT is made this 27 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 and joined by Westinghouse Communities of Naples, Inc., a Florida corporation and Pelican's Nest Associates, Ltd., a Florida limited partnership.

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 "G", 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

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RECORDS VERIFIED - CAROLIE GREEN, CLERK
BY: G. STEPHENSON, D.C.

OR 2352 PG 936

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 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 described as Parcel "G", Pelican Landing, Lee County, Florida 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.

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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 Fifteenth Supplement to the Declaration and General Protective Covenants for Pelican Landing (Parcel "G").

ARTICLE II
RESTRICTIONS

1. USE RESTRICTIONS

a. The NEIGHBORHOOD may be used for a multi-family residential project consisting of not more than seventy (70) DWELLING UNITS, 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.

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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.

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 Fourteen Hundred (1,400) 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).

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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 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.

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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.

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. 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.

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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 Lakemont Drive, provided however, DECLARANT reserves the right to amend this Section 11 to provide alternative access.

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.

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ARTICLE III
GENERAL PROVISIONS

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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 seventy (70) 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.

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.

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6. SEVERABILITY

If any section, subsection, sentence, clause, phrase or portion of this SUPPLEMENT 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 FIFTEENTH SUPPLEMENT TO THE DECLARATION AND GENERAL AND PROTECTIVE COVENANTS FOR PELICAN LANDING (PARCEL "G"), in its name by its undersigned, authorized officers and affixes its corporate seal hereto, this 29 day of December, 1992, at Bonita Springs, Florida.

(SEAL)

WESTINGHOUSE BAYSIDE COMMUNITIES, INC., a Florida corporation

WITNESSES:

Wivien Hastings
Print Name: Wivien Hastings

Stanley Lieberfarb
Print Name: STANLEY LIEBERFARB

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

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Joined by:

WITNESSES:

Vivien Hastings
Print Name: Vivien Hastings

Stanley Lieberfarb
Print Name: STANLEY LIEBERFARB

WESTINGHOUSE COMMUNITIES OF
NAPLES, INC., a Florida corporation

BY: J.H.S.
Jerry H. Schmoyer
Vice-President

DR 2352 PG 0944

Joined by:

WITNESSES:

Vivien Hastings
Print Name: Vivien Hastings

Stanley Lieberfarb
Print Name: STANLEY LIEBERFARB

PELICAN'S NEST ASSOCIATES, LTD.,
a Florida limited partnership,

BY: ITS GENERAL PARTNER:
PELICAN'S NEST INVESTMENTS, INC.,
a Florida corporation

BY: J.H.S.
Jerry H. Schmoyer
Vice-President

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STATE OF FLORIDA)
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this 29 day of December, 1992, by Jerry H. Schmoyer, Executive Vice-President, of WESTINGHOUSE BAYSIDE COMMUNITIES, INC., a Florida corporation, on behalf of the corporation. He is personally known to me and did not take an oath.

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

STATE OF FLORIDA)
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this 29 day of December, 1992, by Jerry H. Schmoyer, Vice-President, of WESTINGHOUSE COMMUNITIES OF NAPLES, INC., a Florida corporation, on behalf of the corporation. He is personally known to me and did not take an oath.

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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STATE OF FLORIDA)
COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this 29 day of December, 1992, by Jerry H. Schmoyer, as Vice-President of PELICAN'S NEST INVESTMENTS, INC., a Florida corporation, and the General Partner of PELICAN'S NEST ASSOCIATES, LTD., a Florida limited partnership, on behalf of the partnership. He is personally known to me and did not take take an oath.

Virginia A. Tusler
Notary Public: VIRGINIA A. TUSLER
My Commission expires:
CC090531



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

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JOHNSON ENGINEERING, INC.

CIVIL ENGINEERS AND LAND SURVEYORS

2158 JOHNSON STREET
TELEPHONE (813) 334-0048
FAX (813) 334-1881
POST OFFICE BOX 1880
FORT MYERS, FLORIDA
33903-1880

December 15, 1992

CARLE JOHNSON
1911-1988

DESCRIPTION SECTIONS 16 & 17, T. 47 S., R. 25 E. LEE COUNTY, FLORIDA

(PARCEL G)

A tract or parcel of land lying in Sections 16 and 17, Township 47, S., Range 25 East, Lee County, Florida which tract or parcel of land is described as follows:

From the southeast corner of said Section 17 run N 00° 18' 31" W along the east line of said Section for 1,943.62 feet to the Point of Beginning.

From said Point of Beginning continue N 00° 18' 31" W for 451.40 feet; thence run the following courses: S 80° 43' 04" E for 51.23 feet; S 38° 30' 53" E for 21.08 feet; S 26° 43' 03" E for 15.97 feet; S 64° 57' 44" E for 28.94 feet and S 54° 01' 07" E for 24.40 feet to an intersection with the north line of Tract "D", Pelican Landing, Unit Four as recorded in Plat Book 49 at page 1 of the Lee County Records; thence run N 75° 01' 27" E along said north line for 56.04 feet; thence run the following courses: N 33° 11' 43" E for 30.57 feet; N 64° 29' 44" E for 34.86 feet; N 42° 13' 50" E for 39.40 feet; N 72° 30' 38" E for 47.16 feet; N 56° 49' 24" E for 43.92 feet; N 63° 29' 00" E for 42.96 feet; N 16° 18' 43" E for 31.07 feet; N 36° 58' 11" E for 28.21 feet; N 80° 40' 16" E for 42.99 feet; S 69° 01' 02" E for 59.09 feet; S 84° 33' 47" E for 36.24 feet; and S 81° 09' 33" E for 70.63 feet to the most northerly corner of said Tract "D"; thence run N 22° 50' 05" E for 153.96 feet; thence run N 25° 30' 22" W for 104.04 feet to a point of curvature; thence run westerly along an arc of a curve to the left of radius 40.00 feet (chord bearing N 72° 14' 41" W) (chord 58.26) (delta 93° 28' 39") for 65.26 feet to a point

CHAIRMAN
ARCHIE T. GRANT, JR.

PRESIDENT
FORREST H. RANKS

JOSEPH W. EBNER
STEVEN K. MORRISON
ANDREW D. TILTON
JEFFREY C. COONER

DAN W. DICKEY
KENTON R. KEILING
GEORGE J. KALAL
MICHAEL L. HARMON
THOMAS L. FENDLEY
W. DAVID KEY, JR.
W. BRITT POMEROY
CARL A. BARRACO
GARY R. BULL
KEVIN M. WINTER
STEPHEN W. ADAMS

CONSULTANT
LESTER L. BULSON

EXHIBIT "A"
Page 1 of 3

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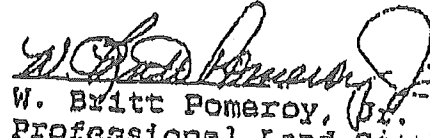
of reverse curvature; thence run westerly along an arc of a curve to the right of radius 150.00 feet (chord bearing S 76° 23' 23" W) (chord 79.53 feet) (delta 30° 44' 49") for 80.90 feet to a point of tangency; thence run N 88° 14' 12" W for 119.38 feet to a point of curvature; thence run westerly along an arc of a curve to the right of radius 150.00 feet (chord bearing N 82° 50' 59" W) (chord 28.16) (delta 10° 46' 27") for 28.21 feet to a point of tangency; thence run N 77° 27' 46" W for 70.12 feet to a point of curvature; thence run northwesterly along an arc of a curve to the right of radius 150.00 feet (chord bearing N 57° 29' 25" W) (chord 102.47 feet) (delta 39° 56' 41") for 104.57 feet; to a point of reverse curvature; thence run northwesterly along an arc of a curve to the left of radius 150.00 feet (chord bearing N 63° 58' 11" W) (chord 133.63 feet) (delta 52° 54' 12") for 138.50 feet; thence run S 68° 57' 07" W along a non-radial line for 30.86 feet; thence run the following courses: S 80° 54' 34" W for 27.70 feet; S 64° 17' 35" W for 41.97 feet; S 48° 34' 40" W for 61.36 feet; S 41° 25' 31" W for 61.36 feet; S 20° 17' 18" W for 43.62 feet; S 13° 51' 43" E for 12.59 feet; S 33° 37' 02" W for 18.23 feet; S 11° 48' 33" W for 20.86 feet; S 87° 16' 02" W for 28.44 feet; S 85° 46' 58" W for 10.13 feet; S 87° 44' 15" W for 22.24 feet; S 18° 39' 56" W for 10.62 feet; S 23° 28' 24" E for 16.47 feet; S 58° 58' 35" E for 14.33 feet; S 77° 26' 01" E for 18.23 feet; S 52° 38' 36" E for 18.67 feet; S 24° 44' 19" E for 16.58 feet; S 22° 05' 53" E for 19.76 feet; S 22° 11' 53" E for 22.29 feet; S 70° 08' 01" E for 30.95 feet; S 83° 26' 34" E for 34.60 feet; S 86° 01' 16" E for 27.07 feet; S 79° 52' 06" E for 14.88 feet; S 10° 55' 18" E for 6.47 feet and S 00° 18' 31" E for 578.17 feet to a point on a non-tangent curve; thence run easterly and southeasterly along an arc of a curve to the right of radius 172.50 feet (chord bearing S 82° 03' 46" E) (chord 35.37 feet) (delta 11° 46' 03") for 35.43 feet to the Point of Beginning.

Containing 6.22 acres, more or less.

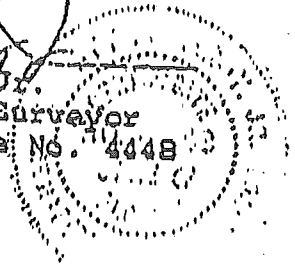
JOHNSON ENGINEERING, INC.

Bearings hereinabove mentioned are based on the east line of Pelican's Nest Unit One as recorded in Plat Book 41 at pages 58 through 60 of the public records of Lee County, Florida.

WBP/kc
19627



W. Britt Pomeroy, Jr.
Professional Land Surveyor
Florida Certificate No. 4448



OR2352 PG0949

CHARLIE GREEN LEE CITY FL
93 JAN -5 PM 12:22

FOR THE COUNTY OF LEE
COUNTY CLERK
AND SHERIFF
THIS INSTRUMENT
RECORDED