

51.37 /

3418274

TWENTIETH SUPPLEMENT
TO THE
DECLARATION AND GENERAL PROTECTIVE COVENANTS
FOR
PELICAN LANDING
(PARCELS 1 AND 2)

OR2404 PG0252

THIS SUPPLEMENT is made this 22 day of June, 1993, 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.

RECORD VERIFIED - CHARLIE CURTIS, CLERK
BY T. DUNN, D.C.C.

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 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. "MASTER ASSOCIATION" shall mean Pelican Landing Community Association, Inc., a Florida not-for-profit corporation and the master homeowners' association for Pelican Landing, its successors and assigns.
6. "NEIGHBORHOOD" shall mean and refer to the real property, or any portion thereof, as more particularly described in Exhibit "A" attached hereto.
7. "NEIGHBORHOOD ASSOCIATION" shall mean the property owners' association, homeowners' association, or other entity, their successors and assigns, for the NEIGHBORHOOD.
8. "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.
9. "SUPPLEMENT" shall mean this Twentieth Supplement to the DECLARATION.

OR2404 PG253

ARTICLE II
RESTRICTIONS

1. USE RESTRICTIONS

a. The NEIGHBORHOOD may be used for a single-family or multi-family residential development, 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 other DWELLING UNITS.

OR2404 PG0254

OR2404 PG0255

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 or on the NEIGHBORHOOD unless kept fully enclosed inside a structure.

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 DWELLING UNITS 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, including swimming pool screen enclosures 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 (1,000) 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. The maximum building height shall not exceed thirty-five (35') feet (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 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. It is DECLARANT'S intent that the existing native vegetation be retained to the maximum extent possible. OWNER shall not clear or remove any native vegetation from the conservation areas as shown on the boundary survey dated May 25, 1993, for the NEIGHBORHOOD prepared by Wilson, Miller, Barton & Peek, Inc. With respect to the balance of the native vegetation in the NEIGHBORHOOD, any clearing shall be subject to DECLARANT's prior written approval and shall be done selectively, retaining wherever possible the native vegetation. Subject to the restrictions regarding the conservation areas, the landscape plan referenced above shall indicate OWNER'S plan for the retention and/or clearing of the existing native vegetation, in accordance with Article II, Section 12 of this SUPPLEMENT.

b. OWNER shall be responsible for all landscaping within the NEIGHBORHOOD. 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. The MASTER ASSOCIATION shall be responsible for the landscaping, irrigation and maintenance of the berm along the southern and eastern property boundary line of the NEIGHBORHOOD, provided however, the NEIGHBORHOOD ASSOCIATION shall pay for one-half of the costs and expenses incurred by the MASTER ASSOCIATION for such landscaping, irrigation and maintenance. The MASTER ASSOCIATION shall bill the NEIGHBORHOOD ASSOCIATION for assessments which shall include the foregoing costs and expenses, all of which sums shall be paid directly to the MASTER ASSOCIATION. The NEIGHBORHOOD ASSOCIATION shall be obligated to collect any such MASTER ASSOCIATION assessments from its members.

d. Prior to making any 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.

OR 2404 PG 256

f. OWNER shall be responsible for maintaining and keeping in good working order the landscape irrigation system installed 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, and, where applicable, the Bayside Improvement Community Development District or the Bay Creek Community Development District.

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. 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, except during the active construction of the NEIGHBORHOOD.

9. 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.

OR2404 PG0257

OR 2404 PG0258

10. ACCESS

Permanent access to the NEIGHBORHOOD shall be via one or two access point(s) on Pelican's Nest Drive.

11. 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.

12. NATIVE VEGETATION

To the extent possible, and subject to the provisions of Section 4 above, 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 the NEIGHBORHOOD for a total of one hundred sixty-six (166) 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.

6. SEVERABILITY

If any section, subsection, sentence, clause, phrase or portion of this TWENTIETH SUPPLEMENT TO THE DECLARATION AND GENERAL AND PROTECTIVE COVENANTS FOR PELICAN LANDING (PARCELS 1 AND 2) 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 TWENTIETH SUPPLEMENT TO THE DECLARATION AND GENERAL AND PROTECTIVE COVENANTS FOR PELICAN LANDING (PARCELS 1 AND 2), in its name by its undersigned, authorized officers and affixes its corporate seal hereto, this 22nd day of June, 1993, at Bonita Springs, Florida.

OR2404 PG0259

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

WITNESSES:

Laurel Y. Sitterly
Laurel Y. Sitterly

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

Virginia A. Tusler
Virginia A. Tusler

OR 2404 PG0260

TWENTIETH SUPPLEMENT TO THE DECLARATION AND GENERAL PROTECTIVE
COVENANTS FOR PELICAN LANDING (PARCELS 1 AND 2)

STATE OF FLORIDA)
COUNTY OF LEE)

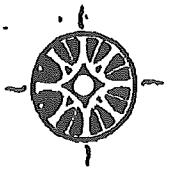
The foregoing instrument was acknowledged before me this 22 day of June,
1993, by Jerry H. Schmoyer, Executive Vice-President, of WESTINGHOUSE BAYSIDE
COMMUNITIES, INC., a Florida corporation, on behalf of the corporation. He is personally
known to me and did not take an oath.

Laurel Y. Sitterly
Notary Public
Print: LAUREL Y. SITTERLY
My Comm. Expires: _____
Comm.No.: AA 725446
State of Florida-at-Large

[SEAL]



LAUREL Y. SITTERLY
MY COMMISSION EXPIRES
JANUARY 23, 1994
BONDED THRU NOTARY PUBLIC UNDERWRITERS



WILSON, MILLER, BARTON & PEEK, INC.

Engineers, Planners, Surveyors, Landscape Architects, Environmental Consultants & Construction Managers
4571 Colonial Boulevard, Fort Myers, Florida 33912 • (813) 939-1020 Fax (813) 939-7479

May 3, 1993

DESCRIPTION

Part of Sections 16 and 21
Township 47 South, Range 25 East
Lee County, Florida

So Called "Parcels One and Two" of part of Future Tract "F"
Pelican Landing Unit Fourteen (Not Recorded)

All that part of Sections 16 and 21 of Township 47 South, Range 25 East, Lee County, Florida being more particularly described as follows:

BEGINNING at the north 1/4 corner of said Section 21;
 thence along the north line of said Section 21, S.88°38'34"W. 84.39 feet to the southeast corner of Pelican Landing Unit Four according to the plat thereof as recorded at Plat Book 49, pages 1 through 4, Public Records of Lee County, Florida;
 thence along the boundary of said Pelican Landing Unit Four, N.28°28'22"E. 423.75 feet to the north line of that drainage easement recorded at O.R. Book 2271, page 1994 through 1998 Public Records of Lee County, Florida;
 thence along said north line N.86°31'44"E. 328.82 feet;
 thence continue along said north line northeasterly 15.92 feet along the arc of a circular curve concave to the northwest through a central angle of 24°39'40" having a radius of 37.00 feet and being subtended by a chord which bears N.74°11'56"E. 15.80 feet;
 thence S.42°32'48"E. 521.91 feet to a point on the north line of said Section 21;
 thence along said north line, N.89°16'54"E. 115.36 feet;
 thence S.00°06'43"E. 159.75 feet;
 thence southeasterly 262.49 feet along the arc of a circular curve concave to the northeast, through a central angle of 45°34'31" having a radius of 330.00 feet and being subtended by a chord which bears S.22°53'59"E. 255.63 feet to a point of reverse curvature;
 thence southeasterly 214.76 feet along an arc of a circular curve concave to the southwest, through a central angle of 45°34'24" having a radius of 270.00 feet and being subtended by a chord which bears S.22°54'02"E. 209.14 feet.
 thence S.00°06'50"E. 107.19 feet;
 thence southerly, southwesterly and westerly 47.12 feet along an arc of a circular curve concave to the northwest, through a central angle of 90°00'00" having a radius of 30.00 feet and being subtended by a chord which bears S.44°53'10"W. 42.43 feet;
 thence S.89°53'10"W. 432.15 feet;
 thence westerly, and southwesterly 725.14 feet along an arc of a circular curve concave to the southeast, through a central angle of 51°36'41" having a radius of 805.00 feet and being subtended by a chord which bears S.64°04'49"W. 700.87 feet to a point of reverse curvature;
 thence southwesterly 428.12 feet along an arc of a circular curve concave to the northwest, through a central angle of 12°36'41" having a radius of 1945.00 feet and being subtended by a chord which bears S.44°34'49"W. 427.25 feet;
 thence S.50°53'10"W. 102.06 feet;
 thence S.39°06'50"E. 10.00 feet;
 thence S.50°53'10"W. 12.51 feet;

EXHIBIT "A"
Page 1 of 2

Naples
(813) 649-3090
Fax (813) 643-5716

Fort Myers
(813) 939-1020
Fax (813) 939-7479

Sarasota
(813) 371-3690
Fax (813) 371-9852

OR 2404 PG0261

thence N.11°25'36"E. 11.38 feet;
 thence N.12°25'56"E. 45.01 feet;
 thence N.11°35'52"E. 43.86 feet;
 thence N.10°57'01"E. 54.19 feet;
 thence N.09°24'06"W. 47.40 feet;
 thence N.27°13'42"W. 54.24 feet;
 thence N.00°02'00"W. 67.77 feet;
 thence N.41°26'55"E. 82.98 feet;
 thence N.25°26'22"E. 24.75 feet;
 thence N.20°37'54"E. 50.74 feet;
 thence N.09°25'33"E. 51.30 feet;
 thence N.16°08'18"E. 47.76 feet;
 thence N.07°22'23"E. 47.17 feet;
 thence N.08°03'21"E. 53.83 feet;
 thence N.07°07'49"E. 47.15 feet;
 thence N.11°52'45"E. 49.77 feet;
 thence N.26°53'23"E. 52.75 feet;
 thence N.12°31'33"E. 50.99 feet;
 thence N.06°40'41"E. 59.43 feet;
 thence N.17°38'40"E. 50.01 feet;
 thence N.34°40'35"E. 57.46 feet;
 thence N.37°51'17"E. 63.48 feet;
 thence N.42°43'27"E. 21.69 feet;
 thence N.37°39'55"E. 50.08 feet;
 thence N.29°57'56"E. 50.30 feet;
 thence N.21°17'49"E. 45.02 feet;
 thence N.12°27'57"E. 47.30 feet;
 thence N.00°02'55"E. 41.71 feet;
 thence N.11°56'02"E. 23.38 feet;
 thence N.12°28'30"E. 50.32 feet;
 thence N.11°42'47"W. 49.74 feet;
 thence N.01°11'36"W. 16.32 feet to the north 1/4 corner of said Section 21 and the
 Point of Beginning of the parcel herein described.

DR 2404 PG 262

93 JUL -8 PM 2:21

CHARLIE GREEN LEE CIV, FL

Containing 28.84 acres more or less;
 Subject to easements and restrictions of record;
 Bearings are based on the north line of the northeast 1/4 of Section 21, Township 47 South,
 Range 25 East, Lee County, Florida, being N.89°16'54"E.

WILSON, MILLER, BARTON & PEEK, INC.


 John E. Boutwell, PLS #3934

May 18, 1993
 Date

Not valid unless embossed with the Professional's seal.

Ref: Proposed plat of Unit 14 Pelican Landing
 W.O.: 2507
 Revised: May 18, 1993