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TWENTY-THIRD SUPPLEMENT
TO THE
DECLARATION AND GENERAL PROTECTIVE COVENANTS
FOR
PELICAN LANDING
(PARCEL 3)

OR 2430 PG 2971

RECORD VERIFIED - CHAPLIE GREEN, CLERK
By: KAY TANHEER, D.C.

THIS SUPPLEMENT is made this 30 day of September, 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.

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 this 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. "NEIGHBORHOOD ASSOCIATION" shall mean any property owners' association, homeowners' association, or other such entity, their successors and assigns, for the NEIGHBORHOOD.
7. "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.
8. "SUPPLEMENT" shall mean this Twenty-Third Supplement to the DECLARATION.

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ARTICLE II
RESTRICTIONS

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I. 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 with the exception of the management office for the NEIGHBORHOOD ASSOCIATION. 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 written 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.

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, 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.

k. No signs shall be placed or installed in the NEIGHBORHOOD without the prior written approval of the 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 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 two stories.

3. FENCES AND WALLS

a. The erection and use of walls and fences is discouraged. Any wall or fence must first be approved in writing by DECLARANT. 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 wall 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. Any enclosure for trash dumpster(s) must be approved in writing by DECLARANT prior to installation.

c. The color, materials, specifications and locations of any gates in the NEIGHBORHOOD must be approved in writing by DECLARANT prior to installation.

4. LANDSCAPING

a. OWNER shall submit to DECLARANT for approval a master landscape and site amenities plan for the NEIGHBORHOOD. 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 the native vegetation along the tributary on the western property line of the NEIGHBORHOOD. 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 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. 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.

d. 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.

e. 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.

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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 where applicable, the Bayside Improvement Community Development District and 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 construction trailer or parking area for such temporary trailer 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 period of construction within the NEIGHBORHOOD.

9. LIGHTING

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

10. ACCESS

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

11. SIGNS

All signage, including traffic and street 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, 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 hundred fourteen (114) PROPERTY UNITS 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

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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 TWENTY-THIRD 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.

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 NEIGHBORHOOD ASSOCIATION established for the NEIGHBORHOOD.

IN WITNESS WHEREOF, WESTINGHOUSE BAYSIDE COMMUNITIES, INC., a Florida corporation, does hereby execute this TWENTY-THIRD SUPPLEMENT TO THE DECLARATION AND GENERAL AND PROTECTIVE COVENANTS FOR PELICAN LANDING (PARCEL 3), in its name by its undersigned, authorized officers and affixes its corporate seal hereto, this 30 day of September, 1993, at Bonita Springs, Florida.

WESTINGHOUSE BAYSIDE COMMUNITIES,
INC., a Florida corporation

WITNESSES:

Vivien N. Hastings
Print Name: Vivien Hastings

BY: [Signature]
Jerry H. Schmoyer
Executive Vice-President

Laurel U. Steuber
Print Name: LAUREL U. STEUBER

OR 2430 PG 2978

TWENTY-THIRD SUPPLEMENT TO THE DECLARATION AND GENERAL PROTECTIVE COVENANTS FOR PELICAN LANDING (PARCEL 3)

STATE OF FLORIDA)
COUNTY OF LEE)

The foregoing instrument was acknowledged before me this 30 day of September, 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.

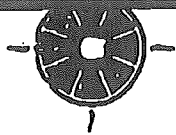
[SEAL]

Laurel Y. Sitterly
Notary Public
Print Name: LAUREL Y SITTERLY
My Commission expires: _____
Comm.No.: AA 735946



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

OR2430 PG2979



WILSON, MILLER, BARTON & PEEK, INC.

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

Part of Section 21,
Township 47 South, Range 25 East
Lee County, Florida
So-Called Parcel Three being part of
Future Tract "G"
May 24, 1993

DESCRIPTION:

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

Commencing at the intersection of the North Line of Section 21, Township 47 South, Range 25 East, and the Westerly Right of Way Line of U. S. 41 - Tamiami Trail, S.00°06'50"E along said Westerly right of way line 261.81 feet; thence S.02°58'35"E along said Westerly right of way line 100.12 feet; thence S.00°06'50"E along said Westerly right of way line 487.43 feet;

thence leaving said westerly line S.89°53'10"W. 421.26 feet;

thence N.00°06'50"W. 10.00 feet;

thence S.89°53'10"W. 225.88 feet;

thence Southwesterly 626.05 feet along the arc of a circular curve concave to the southeast through a central angle of 51°36'41" having a radius of 695.00 feet and being subtended by a chord which bears S.64°04'49"W. 605.10 feet to a point of reverse curvature; thence Southwesterly 3.34 Feet along the arc of a circular curve concave to the Northwest through a central angle of 0°05'35" having a radius of 2055.00 feet and being subtended by a chord which bears S.38°19'16"W. 3.34 feet to a point on said curve and the POINT OF BEGINNING of the parcel herein described.

thence S.04°30'21"W. 488.13 Feet;

thence S.14°06'56"W. 785.31 feet;

thence N.88°55'17"W. 577.25 feet;

thence N.00°00'00"E. 38.94 feet;

thence N.44°33'06"E. 47.81 feet;

thence N.29°13'34"E. 99.21 feet;

thence N.20°00'08"E. 51.32 feet;

thence N.08°53'47"E. 50.32 feet;

thence N.40°44'44"E. 56.65 feet;

thence N.30°36'03"E. 63.96 feet;

thence N.30°58'47"E. 23.90 feet;

thence N.42°49'20"E. 46.04 feet;

thence N.26°44'30"E. 62.20 feet;

thence N.07°39'52"E. 36.42 feet;

thence N.20°53'29"E. 49.27 feet;

thence N.18°46'46"E. 43.06 feet;

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EXHIBIT "A"

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Naples
(813) 640-3300
Fax (813) 641-3716

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

Sarasota
(813) 371-3690
Fax (813) 377-9852

thence N.15°22'22"E. 48.14 feet;
 thence N.13°10'09"E. 44.96 feet;
 thence N.10°20'53"E. 55.03 feet;
 thence N.01°33'35"W. 51.69 feet;
 thence N.06°39'49"E. 4.45 feet;
 thence N.50°53'10"E. 116.00 feet;
 thence S.39°06'50"E. 10.00 feet;
 thence N.50°53'10"E. 102.06 feet;

thence Northeasterly 448.99 feet along the arc of a circular curve concave to the Northwest through a central angle of 12°31'06" having a radius of 2055.00 feet and being subtended by a chord which bears N.44°37'37"E. 448.10 feet to the POINT OF BEGINNING of the parcel herein described.

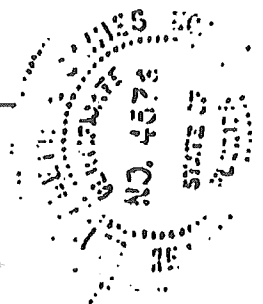
Containing 11.07 Acres more or less.

Subject to any easements, restrictions, reservations or rights of way of record.

Bearings shown hereon are based on the North line of the Northwest 1/4 of Section 21, Township 47 South, Range 25 East being N.89°16'54"E.

Elizabeth F. Gaines
 ELIZABETH F. GAINES, PLS # 4576

7-6-93
 Date:



Revised: July 6, 1993
 Not valid unless embossed with the surveyors seal.

OR 2430 PG 2981

CHARLE GREEN LEE CIV. FL.
 93 OCT -5 AM 11:42