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FIRST AMENDMENT TO THE
SIXTEENTH SUPPLEMENT
TO THE
DECLARATION AND GENERAL PROTECTIVE COVENANTS
FOR
PELICAN LANDING
(PARCEL "C") - UNIT FIFTEEN

THIS FIRST AMENDMENT is made this 29 day of NOVEMBER, 1993, by WESTINGHOUSE BAYSIDE COMMUNITIES, INC., a Florida corporation, and joined by WESTINGHOUSE COMMUNITIES OF NAPLES, INC., a Florida corporation ("WCN") and KEYSTONE DEVELOPMENT GROUP, INC., a Florida corporation ("KDG"), to modify that Sixteenth Supplement to the Declaration and General Protective Covenants recorded in Official Records Book 2352, Pages 838 - 848, inclusive, of the Public Records of Lee County, Florida ("Supplement"), which Supplement affects that property described in Exhibit "A" attached hereto and made a part hereof. All terms used herein shall have the same meaning as given in the Supplement.

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RETURN TO: WESTINGHOUSE COMMUNITIES OF NAPLES, INC.
801 Laurel Oak Drive, Suite 500
Naples, FL 33963

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 Supplement provides in Article III, Section 3 that "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 provision shall not substantially impair the general and uniform plan of development originally set forth herein"; and

WHEREAS, DECLARANT, WCN and KDG wish to include and identify certain conservation areas in the NEIGHBORHOOD and to amend certain setback provisions set forth herein, which provisions shall not substantially impair the general and uniform plan of development for the NEIGHBORHOOD.

NOW THEREFORE, DECLARANT hereby amends the Supplement as follows:

- 1. Section 5 of Article I is hereby amended in its entirety to read as follows:

"NEIGHBORHOOD" shall mean and refer to the real property, or any portion thereof, known as Pelican Landing Unit Fifteen as recorded in Plat Book 52, Pages 48 through 53, inclusive, of the Public Records of Lee County, Florida.

- 2. Section 8 of Article I is hereby amended in its entirety to read as follows:

"SUPPLEMENT" shall mean this Sixteenth Supplement to the Declaration and General Protective Covenants for Pelican Landing (Parcel "C" - Unit Fifteen).

- 3. A new Section 9 is hereby added to Article I of the Supplement to read as follows:

9. "PLAT" shall mean the plat for Pelican Landing Unit Fifteen, as recorded in Plat Book 52, pages 48 through 53, inclusive, of the Public Records of Lee County, Florida.

- 4. The first sentence of Section 1, Article II is hereby amended to correct a scrivener's error and shall read as follows:

The NEIGHBORHOOD may be used for detached single family DWELLING UNITS and for no other purpose.

- 5. Section 2, Article II a. is hereby amended in its entirety to read as follows:

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

a. No DWELLING UNIT, structure or building shall encroach in any easement nor be erected within the following building setback lines:

- i. Front LOT line: 25 feet
- ii. Side LOT line:

One Story	5 feet
Two Story	10 feet
Corner	25 feet

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iii. Rear LOT line (LOTS 1 through 8 and 25 through 36, inclusive): 20 feet

Rear LOT line (LOTS 9 through 11, inclusive): 20 feet.
Setback for screen enclosures may be reduced to 10 feet.

Rear LOT line (LOTS 12 and 13): 25 feet as measured from control elevation. Setback for screen enclosures may be reduced to 20 feet as measured from control elevation.

Rear LOT line (LOT 14): 42 feet as measured from Tract "I", Pelican Landing Unit Fifteen, except where adjacent to the lake which must be 25 feet as measured from control elevation. Setback for screen enclosure may be reduced to 20 feet, where adjacent to the lake, as measured from control elevation.

Rear LOT line (LOT 15): 42 feet measured from Tract "I", Pelican Landing Unit Fifteen and as measured from the easternmost boundary of the Conservation Easement in favor of Bayside Improvement Community Development District as recorded on the PLAT.

Rear LOT lines (LOTS 16 through 24, inclusive): 42 feet as measured from the easternmost boundary of the Conservation Easement in favor of Bayside Improvement Community Development District as recorded on the PLAT.

Provided, however that minimal screens or walls for privacy and enclosures for mechanical equipment may be erected within the side and/or rear setback lines upon the prior written approval of DECLARANT.

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6. A new Section 15 is added to Article II to read as follows:

15. CONSERVATION AREAS

a. Tracts "E", "I" and "J" (conservation areas) and all the conservation easements as shown on the PLAT are hereby designated as conservation areas ("Conservation Areas") in the NEIGHBORHOOD. The Conservation Areas shall be maintained, operated and managed in perpetuity by the Bayside Improvement Community Development District, a Chapter 190, F.S. community development district for Pelican Landing, its successors and assigns. Except as otherwise specifically provided in this Section 15, the following uses and practices are prohibited in the Conservation Areas:

1). Construction or placing of buildings, roads, pilings, signs, billboards, utilities or other structures on or above the ground, except for any caution signs or educational displays as approved by the appropriate federal, state and/or local regulatory agencies and except for a single family dock and boardwalk lying over a portion of Tract "J", lying west of Site 24 as shown on the PLAT and over a portion of the conservation easement along the western portion of Site 24 as shown on the PLAT.

2). Dumping or placing of soil or other substances or material as landfill, or dumping or placing of trash waste or unsightly or offensive materials;

3). Removal or destruction of native trees, shrubs, or other vegetation, except for trimming or removal of dead trees or removal of exotic nuisance vegetation as has been or may be permitted by the appropriate federal, state and/or local regulatory agencies;

4). Excavation, dredging or removal of loam, peat, gravel, soil, rock or other material substance;

5). Surface use, except for purposes that permit the land or water area to remain predominantly in its natural condition;

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6). Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation or fish or wildlife preservation; and

7). Acts or uses detrimental to the retention of the Conservation Areas in their natural condition.

b. Notwithstanding anything to the contrary above, DECLARANT reserves to itself, its designated successors and assigns, the right to engage in activities on the Conservation Areas for conservation and/or preservation where required or approved by the requisite regulatory agencies.

c. Notwithstanding anything to the contrary above, DECLARANT and/or OWNER, as the case may be, reserve for themselves, their successors or assigns, all rights as owner, including the right of ingress and egress and the right to engage in all uses of the property constituting the Conservation Areas, that are not expressly prohibited herein or that are not inconsistent with the purposes of this Section 15.

All terms and provisions of the Supplement not amended hereby shall remain in full force and effect.

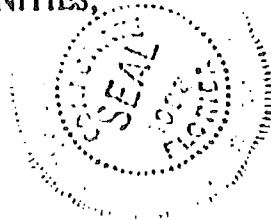
IN WITNESS WHEREOF, the undersigned have executed this First Amendment as of this 29 day of November, 1993.

WESTINGHOUSE BAYSIDE COMMUNITIES, INC., a Florida corporation

WITNESSES:

Laurell Sittell BY: [Signature]
Print Name: LAURELL SITTELL Jerry M. Schmoyer
Executive Vice President

Theresa A. Tusler
Print Name: THERESA A. TUSLER

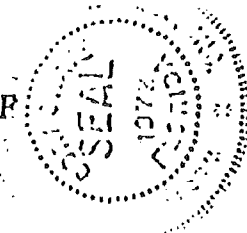


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801 Laurel Oak Drive, Suite 500
Naples, FL 33963

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Joined by:

WESTINGHOUSE COMMUNITIES OF
NAPLES, INC., a Florida corporation



James H. Schroyer
Print Name: JAMES H. SCHROYER BY: JHS
Jerry H. Schroyer
Vice President

Diplina Atusler
Print Name: DIPLINA ATUSLER
Joined by:

KEYSTONE DEVELOPMENT GROUP, INC.,
a Florida corporation

Charles J. Hetherington
Print Name: CHARLES J. HETHERINGTON BY: CHJH
Charles J. Hetherington

Carla Keogh
Print Name: Carla Keogh

Joined by:

THE BAYSIDE IMPROVEMENT COMMUNITY
DEVELOPMENT DISTRICT for purposes of acceptance
of its obligations under Section 15 of Article II of this First
Amendment:

Frederick T. Barber, III
Print Name: Frederick T. Barber, III BY: FTB
Frederick T. Barber, III,
Chairman

Laurie A. Swanson
Print Name: Laurie A. Swanson

WESTINGHOUSE COMMUNITIES OF NAPLES, INC.
601 Laurel Oak Drive, Suite 500
Naples, FL 33963

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STATE OF FLORIDA)
COUNTY OF LEE)

The foregoing instrument was acknowledged before me this 1st day of DECEMBER, 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: LAUREL Y. SITTERLY
My Commission expires:



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

STATE OF FLORIDA)
COUNTY OF LEE)

The foregoing instrument was acknowledged before me this 1st day of DECEMBER 1993, 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.

Laurel Y. Sitterly
Notary Public: LAUREL Y. SITTERLY
My Commission expires:



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

STATE OF FLORIDA)
COUNTY OF LEE)

The foregoing instrument was acknowledged before me this 1st day of December, 1993, by Charles J. Huether of KEYSTONE DEVELOPMENT GROUP, INC., a Florida corporation, on behalf of the corporation. He is personally known to me and did not take an oath.

Lori E. Zamniak
Notary Public: LORI E. ZAMNIAK
My Commission expires: 2-6-96



OFFICIAL SEAL
LORI E. ZAMNIAK
My Commission Expires
Feb. 6, 1996
Comm. No. CC 178234

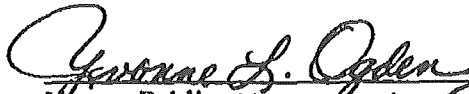
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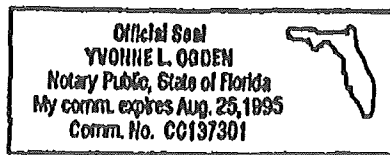
WESTINGHOUSE COMMUNITIES OF NAPLES, INC.
801 Laurel Oak Drive, Suite 500
Naples, FL 33963

OR2472 PG3299

STATE OF FLORIDA)
COUNTY OF LEE)

The foregoing instrument was acknowledged before me this 28 day of JANUARY, 1997, by Frederick T. Barber, III, Chairman of the BAYSIDE IMPROVEMENT COMMUNITY DEVELOPMENT DISTRICT, on behalf of said District. He is personally known to me and did not take an oath.


Notary Public: YVONNE L. OGDEN
My Commission expires: AUGUST 25, 1995



DR2472 P63300

WESTINGHOUSE COMMUNITIES OF NAPLES, INC.
801 Laurel Oak Drive, Suite 500
Naples, FL 33963

This Instrument Prepared By:

Vivien N. Hastings, Esq.
801 Laurel Oak Drive, #500
Naples, FL 33963

DESCRIPTION

A tract or parcel of land lying in the north half (N-1/2) of Section 20, Township 47 South, Range 25 East, Lee County, Florida which tract or parcel is described as follows:

Beginning at the north quarter corner of said Section 20 run N 89° 32' 18" E along the north line of said section for 100.20 feet; thence run S 20° 10' 08" W for 209.67 feet to a point of curvature; thence run along an arc of a curve to the left of radius 150.00 feet (delta 28° 59' 47") (chord bearing S 05° 40' 15" W) (chord 75.10 feet) for 75.91 feet to a point of tangency; thence run S 08° 49' 39" E for 416.31 feet; thence run S 84° 35' 56" W for 555.36 feet; thence run S 59° 21' 36" W for 524.72 feet to a point on the centerline of the easterly branch of Spring Creek; thence run N 27° 23' 47" W along said centerline of said creek for 369.25 feet; thence run N 89° 15' 43" E for 50 feet more or less to the easterly waters of Spring Creek; thence run northerly along said easterly waters for 1220 feet more or less to an intersection with the north line of said Section 20; thence run N 89° 15' 13" E along said north line of said Section 20 for 970 feet more or less to the Point of Beginning. Containing 19.8 acres more or less.

Bearings hereinabove mentioned are based on the east boundary line of Pelican's Nest Unit No. 1, Plat Book 41 at Pages 58 through 60.

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WESTINGHOUSE COMMUNICATIONS OF NAPLES, INC.
801 Laurel Oak Drive, Suite 500
Naples, FL 34103

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CHARLES GREEN LEE CITY FL