

This instrument was prepared by:  
Kenneth Y. Gordon, Esq.  
WCI Communities, Inc.  
24301 Walden Center Drive, Suite 300  
Bonita Springs, FL 34134

**EIGHTY SEVENTH SUPPLEMENT**  
**TO THE**  
**DECLARATION AND GENERAL PROTECTIVE COVENANTS**  
**FOR**  
**PELICAN LANDING**

THIS SUPPLEMENT is made this 11<sup>th</sup> day of April, 2007, by WCI COMMUNITIES, INC., successor to WCI Communities Limited Partnership, successor to Pelican Landing Communities, Inc., formerly 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, DECLARANT and PELICAN LANDING COMMUNITY ASSOCIATION, INC., recorded that certain Seventy-Fifth Supplement and Amendment to the Declaration and General Protective Covenants for Pelican Landing and Certificate of Amendment of Articles of Incorporation and Bylaws, dated September 4, 2001, recorded in O.R. Book 3520, Page 4679, of the Public Records of Lee County, Florida ("Seventy-Fifth Supplement"), which provides in Section 7 thereof, that DECLARANT may submit all or any portion of the property defined therein as Developer Property and more particularly described in Exhibit "D" attached thereto, to such provisions of the DECLARATION as DECLARANT may deem appropriate; and

WHEREAS, in accordance with the terms of the DECLARATION and the Seventy-Fifth Supplement, DECLARANT desires to subject all of the real property described in Exhibit "A" attached hereto, which is included in the legal description of Exhibit "D" to the Seventy-Fifth Supplement (hereinafter defined and referred to as the "PROPERTY") and to designate the PROPERTY as Commercial Property under the provisions of the DECLARATION.

NOW THEREFORE, DECLARANT hereby declares that the PROPERTY shall be held, transferred, sold, conveyed and occupied subject to the DECLARATION excepting therefrom ARTICLE III MEMBERSHIP AND VOTING, ARTICLE X ASSESSMENTS and the supplemental restrictions, covenants, servitudes, impositions, easements, charges and liens hereinafter set forth.

**ARTICLE I**  
**DEFINITIONS**

1. "ASSOCIATION" shall mean and refer to the Pelican Landing Community Association, Inc., a Florida not-for-profit corporation, and the master owners' association for Pelican Landing, its successors and assigns.
2. "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.
3. "CPD ZONING" shall mean and refer to that certain Pelican Landing RPD/CPD Resolution #Z-94-014, #Z-97-073, #Z-95-055 and #Z-99-024 of the Board of County Commissioners of Lee County, Florida adopted on August 29, 1994 approving CPD zoning, as amended.
4. "DECLARANT" shall mean and refer to WCI COMMUNITIES, INC., a Delaware 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.
5. "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.
6. "DISTRICT" shall mean and refer to Bayside Improvement Community Development District as established pursuant to Chapter 190, Florida Statutes.
7. "DWELLING UNIT" shall mean and refer to any residential unit intended for occupancy by one family or household.
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 PROPERTY, their heirs, successors, legal representatives or assigns.
9. "PROPERTY" shall mean and refer to the real property or any portion thereof as more particularly described in Exhibit "A" attached hereto.
10. "PROPERTY ASSOCIATION" shall mean and refer to any property owners' association or other such entity, its successors and assigns, for the PROPERTY.
11. "SUPPLEMENT" shall mean this Eighty Seventh Supplement to the DECLARATION.

**ARTICLE II**  
**RESTRICTIONS**

1. **PERMITTED USES AND RESTRICTIONS**

a. The PROPERTY may be used only for an office project consisting of up to 125,000 gross square feet of office space with associated parking garage structure.

b. No structures shall be erected or placed in or on any lakes or water management areas in or adjacent to the PROPERTY without the prior written consent of the DECLARANT.

c. There shall be no hotel or residential uses permitted on the PROPERTY.

2. **ADDITIONAL CONDITIONS**

The use of the PROPERTY shall also be subject, inter alia, to the following conditions:

a. No building, structure or other improvement shall be placed in or on the PROPERTY unless and until DECLARANT has issued its written approval.

b. There shall be no outside sale or display of any materials, products or goods; and there shall be no advertising flags pennants, streamers, balloons or the like permitted, displayed or tethered on any portion of the PROPERTY or on any building, structure or vehicle on the PROPERTY, except that DECLARANT may, in its reasonable discretion, if notified in advance of special promotional events, approve in writing such displays.

c. There shall be no use of the PROPERTY that, in the sole opinion of DECLARANT, is or may be obnoxious because of dust, dirt, smoke, fumes, odors, noises or vibrations and there shall be no outside paging systems or loudspeakers permitted in the PROPERTY.

d. There shall be no free-standing "kiosk" type buildings or small light structures permitted in the parking area, service area or building setback area unless approved in writing by DECLARANT prior to construction or installation thereof.

e. There shall be no outside music, festivities, gatherings, events, or food service prior to 8:00 a.m. or later than 9:00 p.m. without DECLARANT's prior written approval.

f. There shall be no hanging, draping, drying or display of clothes, banners, signs or the like from any balcony, lanai, terrace or other exterior portion of the PROPERTY or any structure on the PROPERTY.

g. Except as approved by DECLARANT in writing, awnings, canopies, hurricane shutters, and similar additions shall not be attached or affixed to the exterior of any structure.

h. No decorative objects such as weather vanes, statuary, sculptures, birdbaths, fountains, flags, flagpoles and the like shall be placed or installed in or on the PROPERTY without the prior written approval of DECLARANT.

i. Roof stacks and vents shall be placed so as not to be clearly or readily visible from adjacent streets 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 properties and must be approved in writing by DECLARANT prior to installation.

j. All air conditioning units or other exterior mechanical equipment shall be shielded and hidden so that they shall not be readily visible from any adjacent streets and properties. No wall air conditioning units or window air conditioning units shall be permitted.

k. No outside 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. Satellite Dishes may only be placed on the roof of the main hotel structure, and must be screened in a fashion approved in writing by the DECLARANT prior to installation thereof. The decision of what constitutes adequate screening shall be made by DECLARANT, whose decision shall be final.

l. No structure of any kind of what is commonly known as "factory built", "manufactured", "modular" type construction shall be erected in or on the PROPERTY without the prior written permission of DECLARANT.

m. No newspaper or magazine vending machines, "racks", or other vending machines shall be placed on the PROPERTY until the appropriateness, style, design, type, appearance, material, mounting, color, and location thereof have been approved in writing by DECLARANT prior to installation. DECLARANT shall have the right and power to select a uniform style and/or brand of newspaper, magazine, or any other type of vending machines or "racks" for use on the PROPERTY and upon such selection OWNER shall only use the uniform machine or "rack" selected by DECLARANT.

n. No tents and no accessory or temporary buildings or structures shall be permitted on the PROPERTY unless approved in writing by DECLARANT. DECLARANT may, upon request of OWNER, permit a temporary construction facility during construction and its size, appearance, and temporary location in the PROPERTY must be first approved in writing by DECLARANT.

o. No pollution or contamination of the soil, water or atmosphere by harmful or offensive substances shall be permitted, allowed or conducted upon any portion of the PROPERTY. DECLARANT shall have the right in the exercise of its discretion to determine what activities or substances constitute pollution and contamination. Pollution and contamination include, but are not limited to, those activities and substances described as such in any statute, ordinance, regulation or rule promulgated by an appropriate governmental authority.

3. **BUILDING SETBACK LINES, SIZE OF BUILDING, BUILDING HEIGHT AND LANDSCAPE BUFFER AREAS**

a. The minimum setback for principal structures, accessory structures or improvements shall be in accordance with the CPD ZONING:

(i) the minimum distance between any two (2) unattached principal structures shall not exceed the greater of one-half (1/2) the sum of the height of the two (2) unattached principal structures or fifteen (15') feet.

(ii) the minimum distance between the unattached principal structure and accessory structure shall not exceed fifteen (15') feet.

b. Unless otherwise approved by DECLARANT and governmental authorities in writing, the PROPERTY shall contain no more that One Hundred Twenty Five Thousand (125,000) square feet of gross office area with associated parking garage structure.

c. No building or structure shall exceed the lesser of six (6) stories or ninety-five (95') feet above minimum flood elevation pursuant to county regulation. All structures shall be developed with a common architectural theme and shall be subject to review and approval by DECLARANT as further described herein.

d. There shall be a fifteen (15') feet wide landscape buffer commencing twenty five (25') feet from the northern PROPERTY line (the "Commencement Line") as shown on Exhibit "A" and extending fifteen (15') feet to the south of the Commencement Line.

4. **PLANS, SPECIFICATIONS AND LOCATIONS OF STRUCTURES**

a. No STRUCTURE shall be commenced, erected, improved or altered, nor shall any grading, excavation, landscaping, tree removal or change of exterior color or other work which in any way alters the exterior appearance of any STRUCTURE or the PROPERTY be done, nor shall the OWNER apply for a permit for any such activity or submit any plat thereof to Lee County, without the prior written approval of the DECLARANT. DECLARANT shall use its best efforts to provide OWNER with a decision within ten (10) business days following receipt of a written request from OWNER for the performance of such work.

b. The OWNER shall, prior to the commencement of any such work or construction, submit to DECLARANT the following materials:

(i) a 'preliminary concept plan' which shall include schematic site plans, floor plans and exterior elevations;

- (ii) "design proposals" which shall include more detailed building and site design documents sufficient and definitive in detail so that DECLARANT can determine the character, exterior appearance, exterior materials and colors, and the quality and kind of building and landscape materials proposed, and all restrictions or design requirements shall be subject to the rules, regulations and statutes or any state agencies;
- (iii) "construction plans and specifications" which shall be a true and faithful extension of the preliminary concept plans and design proposals.

c. Failure to obtain written approval of DECLARANT of all such plats, plans, proposals and specifications prior to the commencement of any such work or construction or application for permit therefore shall be deemed a material breach hereof and DECLARANT shall then have the right, in addition to any other right permitted by law or in equity, to proceed in the courts to obtain a mandatory injunction requiring any such work or construction done without said written approval to cease and be torn down or removed forthwith.

d. The approval, rejection or withholding of any approval by DECLARANT of the plats, plans, proposals, location and specifications concerning any STRUCTURES, alteration of any STRUCTURE, or any other work, shall not be construed or interpreted as a representation or determination by DECLARANT that any building, plumbing, electrical code or the applicable governmental regulations or requirements have or have not been properly met by the OWNER. The DECLARANT's review and approval of any plans, location and or specifications concerning any STRUCTURES shall be made on the basis on aesthetic consideration only. Each OWNER shall be responsible for obtaining all necessary technical data and to make application to and obtain the approval of Lee County, DISTRICT, and any other appropriate governmental agencies prior to commencement of any work or construction.

e. DECLARANT shall have no duty, responsibility nor liability to any OWNER or to any other person whomsoever in respect to the exercise of its rights or the failure to exercise its rights. DECLARANT may reject or accept, plans, proposals and specifications in whole or in part based on any grounds or reason whatsoever, in its reasonable discretion.

## 5. LANDSCAPE AND SITE AMENITIES

a. OWNER shall submit to DECLARANT for approval a master landscape and site amenities plan for the PROPERTY including adjacent rights-of-way and area between the PROPERTY's property line and any abutting rights-of-way or water's edge. The landscape plan shall define the method of installation and landscape material and size of material to be used. DECLARANT shall make available 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 11 of the DECLARATION. OWNER shall install and maintain landscaping throughout the areas as shown on such landscape plans approved by DECLARANT.

b. OWNER shall be responsible for any repair and/or replacement of existing landscaping which abuts the PROPERTY and which is damaged or destroyed as a result of the acts of 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 completion of any structure 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 PROPERTY and adjacent right-of-way areas between the property line of the PROPERTY and any abutting road or water's edge.

f. 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 unless the wall or fence is a privacy element utilized as an integral part of a berm/landscape buffer at which point the height of the wall or fence shall be measured from top of the berm/landscape buffer. 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. All proposed walls must be approved in writing prior to construction by the DECLARANT.

g. 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.

h. No stone, gravel, or paving of any type shall be used as a lawn unless approved as part of the final landscape plan.

i. No artificial trees, shrubs, grass or other vegetation will be placed or maintained as part of the landscaping in the PROPERTY.

j. All required lawns and landscaping shall be completed at the time of completion of the first principal building within each phase of construction on the PROPERTY as evidenced by the issuance of a Certificate of Occupancy by the appropriate governmental agency for the first principal structure within that particular phase.

k. All areas not covered by structures shall be landscaped to the edge of the PROPERTY.

l. Failure by OWNER to install and/or maintain the landscaping or irrigation system as required herein, and upon fifteen (15) days after written notice to commence the corrections or

improvements as required by DECLARANT, shall be cause for DECLARANT to enter upon the PROPERTY to install and/or maintain such landscape material and/or irrigation system and such entry shall not be deemed a trespass. Any costs incurred by DECLARANT shall be borne by OWNER and shall be due and payable within fifteen (15) days after request from DECLARANT for payment. Upon failure by OWNER to make such payment within said period DECLARANT is hereby empowered to file a Claim of Lien against the PROPERTY in the Public Records of Lee County, Florida, in order to secure such payment, and other sums all as hereinafter set forth.

6. PARKING AND STORAGE AREAS

a. The design and layout of all service roads and parking areas must be submitted to DECLARANT for approval. No parking shall be permitted on any street or service road, and adequate permanent paved parking and service roads shall be constructed and maintained in accordance with standards acceptable to DECLARANT and Lee County for such use.

b. No bus, commercial vehicle or trailer of any kind shall be permitted to be parked on the PROPERTY for a period of more than four (4) hours unless such vehicle is necessary in the actual construction or repair of a structure or for ground maintenance, or are necessary and incident to business in the PROPERTY, or unless kept fully enclosed inside a structure so that it is not visible from outside of the structure. No bus, commercial vehicle or trailer of any kind shall be parked overnight on the PROPERTY except in accordance with a plan approved by DECLARANT restricting such parking to specified areas on the PROPERTY.

c. No boat, boat trailer, or other trailer of any kind, camper, motor home, recreation vehicle, mobile home or disabled vehicle shall be permitted to be parked or stored on the PROPERTY at any time unless kept fully enclosed inside a structure so that it is not visible from outside of the structure.

d. None of the aforementioned vehicles, boats, motor homes, campers, vans, or trailers shall be used as a domicile or residence, either permanent or temporary.

e. All service and deliveries for any building on the PROPERTY shall be contained to the rear of the buildings where physically possible, or to designated delivery areas as approved by DECLARANT.

f. All garbage and trash containers, fuel tanks, sprinkler pumps and other such outdoor equipment must be underground or placed in walled-in, sight-screened, or fenced-in areas so that they will not be readily visible from any adjacent streets or properties. In addition, DECLARANT may require that adequate landscaping be installed around these facilities and maintained by the OWNER to the satisfaction of DECLARANT. No unenclosed storage area shall be permitted on the PROPERTY except in conjunction with construction and then only with DECLARANT's express written consent. No enclosed storage shall be constructed or erected which is separated from the principal structure on the PROPERTY. Garbage shall be kept in closed containers. Garbage, trash and all waste material shall be regularly removed from the PROPERTY and not allowed to accumulate.



7. 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 the DISTRICT and meet with the approval of DECLARANT, and where applicable, the DISTRICT.

8. MAILBOXES

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

9. CONSTRUCTION

During any construction activity within the PROPERTY, 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 PROPERTY 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 PROPERTY. Construction vehicles shall not be stored in the PROPERTY.

10. LIGHTING

No exterior lighting fixtures, structures or improvements shall be placed in, on or about the PROPERTY, unless the written approval of DECLARANT has been obtained. All lighting shall be white in color unless approved in writing by DECLARANT.

11. ACCESS

Permanent access to the PROPERTY shall be via one (1) access point off of Walden Center Drive. No direct access shall be permitted unto Coconut Road.

12. SIGNS

Signs shall not be erected nor displayed in the PROPERTY unless the placement and character, form, size, and time of placement of the sign is first approved in writing by DECLARANT. Signs must also conform with local regulatory ordinances. No sales price may be displayed on any sign. No flashing signs shall be permitted. DECLARANT may summarily remove and destroy all unauthorized signs and same shall not be deemed a trespass.

13. ANIMALS

No animals, livestock or poultry of any kind may be raised, bred or kept in the PROPERTY.

14. 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 barriers and identification of native vegetation before commencement of construction.
- e. Transplanting of suitable trees removed from construction areas.

15. SOLID/HAZARDOUS/MEDICAL WASTE

a. All storage, sitting, and disposal of hazardous wastes and/or hazardous materials must be accomplished in accordance with federal, state and local regulations. OWNERS and operators are responsible for compliance with all permitting, reporting, emergency notification provisions and other regulations relating to hazardous materials and hazardous wastes.

b. All OWNERS and operators must insure that regulated substances are loaded, off-loaded and stored in an area that is curbed and provided with an impervious base. The impervious base must be maintained free of cracks and gaps so as to contain any spills and leaks.

c. Outdoor storage of hazardous waste is prohibited.

d. Any business that generates hazardous waste defined by the Code of Federal Regulations 40 CFR Part 261, shall notify the Division of Natural Resources Management for an assessment as required by Section 403.7225, Florida Statutes. This assessment will address any deficiencies in the management practices of hazardous waste generated at the facility.

e. The OWNER of any property which will be used to store, manufacture, or use hazardous materials, shall contact the Lee County Office of Emergency Management, Hazardous Material Representative, prior to obtaining a development order to discuss the proposed development in relation to potential type, use, and storage of hazardous materials which will be located on the premises.

f. If required by federal, state and/or local regulations:

- (i) The OWNER shall prepare or have available material safety data sheets (MSDS) and submit either copies of MSDS or a list of MSDS chemicals to

the appropriate fire department or district and to the Lee County Division of Public Safety.

- (ii) The OWNER shall establish an emergency notification system to be used in the event of a hazardous material release.

16. NO SUBDIVISION

OWNER may convey, transfer, sell or lease the PROPERTY or any portion thereof, as vacant, undeveloped land, subject to the following: any such conveyance shall be only to a purchaser who shall agree in writing to comply with the obligations and restrictions set forth herein, including, but not limited to, DECLARANT'S DESIGN REVIEW PROCESS AND SUBDIVISION IMPROVEMENT REQUIREMENTS, DECLARANT'S BUILDING COMPULSION REQUIREMENTS AND CONTINUOUS CONSTRUCTION REQUIREMENTS, DECLARANT'S SIGNAGE AND NAME USAGE REQUIREMENTS, GENERAL COVENANTS FOR PELICAN LANDING, BAYSIDE IMPROVEMENT COMMUNITY DEVELOPMENT DISTRICT ANNUAL OPERATION AND MAINTENANCE ASSESSMENTS/CHARGES, PELICAN LANDING DRI. WRITTEN ACKNOWLEDGEMENT OF NO USE RIGHT, ACCESS OR OTHER RIGHT, LICENSE OR EASEMENT, PRESCRIPTIVE OR OTHERWISE, TO USE ANY CLUB FACILITIES FOR ANY GOLF CLUB OR ANY OTHER CLUB FACILITIES OR AMENITIES WITHIN PELICAN LANDING OR THE COLONY AT PELICAN LANDING.

ARTICLE III  
GENERAL PROVISIONS

1. APPROVALS

All approvals and disapprovals under the DECLARATION and this SUPPLEMENT shall be in writing.

2. OWNER COMPLIANCE

The covenants, conditions, restrictions and other provisions of the DECLARATION and this SUPPLEMENT shall apply not only to OWNER but also to any persons, entity or entities, occupying OWNER's premises under lease from OWNER or by permission or invitation of OWNER or OWNER's tenants, expressed or implied. Failure of OWNER to notify any person, entities or occupants of the existence of the DECLARATION and this SUPPLEMENT shall not in any way act to limit or divest the right of DECLARANT of enforcement of the DECLARATION or this SUPPLEMENT. OWNER shall be responsible for any and all violations of the DECLARATION and this SUPPLEMENT by OWNER's tenants, delegates, licensees, invitees or guests, and by guests, licensees and invitees of OWNER's tenants at any time.

3. NOTICE TO DECLARANT

Any notice to DECLARANT, or requests for approval of plans, specifications and location of structures, buildings, signs or other improvements shall be in writing and delivered or mailed to

DECLARANT at its principal place of business as shown by the records of the Florida Department of State, or at any other location designated by DECLARANT.

4. **LIENS AND ENFORCEMENT**

a. DECLARANT reserves unto itself and its successors and assigns the right, and the power, (i) to enforce the covenants, conditions, restrictions, and other provisions of the DECLARATION and this SUPPLEMENT, and (ii) to delegate or assign, either exclusively or non-exclusively, any or all of its rights, powers, duties or privileges hereunder to a PROPERTY Owners' Association, or to an OWNER, or to any other person, corporation, or organization, and (iii) to resolve any dispute as to the interpretation and application of any of the provisions of the DECLARATION and this SUPPLEMENT.

b. DECLARANT and its successors and assigns shall have the right and the power to enforce the covenants, conditions, restrictions and other provisions imposed by the DECLARATION and this SUPPLEMENT by any proceeding at law or in equity against any person violating or attempting to violate any such provisions, to restrain any violation or attempted violation of such provisions, to require specific performance of such provisions, to recover damages for violations of such provisions, and against the land to enforce any lien created by the DECLARATION and this SUPPLEMENT.

c. Failure by DECLARANT, or a PROPERTY ASSOCIATION, or any OWNER, or any other person to enforce any of such provisions shall in no event be deemed a waiver of the right to enforce the same at any other time or from time to time.

d. The costs and reasonable attorneys fees, including those resulting from any appellate proceedings, incurred by DECLARANT or its successors or assigns in any action against an OWNER to enforce any provision of the DECLARATION or this SUPPLEMENT shall be a personal obligation of such OWNER which shall be paid by such OWNER and any amount thereof which remains due and unpaid shall be a continuing lien upon OWNER's PROPERTY, collectible in the manner provided in the DECLARATION. The costs and reasonable attorneys fees, including those resulting from any appellate proceedings, incurred by OWNER or its successors or assigns in any action against OWNER to enforce any provision of the DECLARATION or this SUPPLEMENT shall be a personal obligation of DECLARANT if DECLARANT is not the prevailing party.

5. **SUBMISSION TO PROPERTY ASSOCIATION**

Nothing contained herein shall be construed as in any manner limiting or preventing the PROPERTY, or any part thereof, from being submitted to a PROPERTY ASSOCIATION, or the ASSOCIATION may administer the PROPERTY. Provided however, if the PROPERTY, or any part thereof, is submitted to a PROPERTY ASSOCIATION, all applicable provisions of the DECLARATION and this SUPPLEMENT shall be fully satisfied.

6. **NON-LIABILITY OF DECLARANT**

DECLARANT shall not in any way or manner be held liable or responsible for any violation of the DECLARATION or this SUPPLEMENT by any person or entity other than itself.

7. **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.

8. **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.

9. **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 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 then OWNERS of two-thirds (2/3) of the PROPERTY agreeing to the termination or modifications.

10. **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.

11. **SEVERABILITY**

If any section, subsection, sentence, clause, phrase or portion of this EIGHTY SEVENTH SUPPLEMENT TO THE DECLARATION AND GENERAL AND PROTECTIVE COVENANTS FOR PELICAN LANDING 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, WCI COMMUNITIES, INC., a Delaware corporation, does hereby execute this EIGHTY SEVENTH SUPPLEMENT TO THE DECLARATION AND GENERAL AND PROTECTIVE COVENANTS FOR PELICAN LANDING, in its name by its undersigned, authorized officer and affixes its corporate seal hereto, this 10<sup>th</sup> day of April, 2007.

WITNESSES:

Chris Westreich  
Name: CHRIS WESTREICH

David W. Caldwell  
Name: DAVID W. CALDWELL

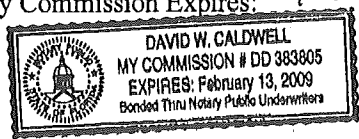
WCI COMMUNITIES, INC.  
a Delaware corporation

By: Albert F. Moscato, Jr.  
Print: Albert F. Moscato, Jr.  
Title: Senior Vice President

STATE OF FLORIDA )  
COUNTY OF LEE )

The foregoing instrument was acknowledged before me this 10<sup>th</sup> day of April, 2007, by Albert F. Moscato, Jr., as Senior Vice President of WCI Communities, Inc., a Delaware corporation. He is personally known to me.

My Commission Expires: 2/13/09



Notary Public, State of Florida  
David W. Caldwell  
Printed Name of Notary Public

**EXHIBIT "A"**

**LEGAL DESCRIPTION**

**Coconut Road Tract:**

A parcel of land located in Section 9, Township 47 South, Range 25 East, Lee County, Florida, Being more particularly described as follows:

COMMENCE at the Southerlymost corner of Tract "A", (North Commons Drive, a 60 foot wide right-of-way) as shown on the plat of Pelican Landing Unit Twenty Two, recorded in Plat Book 58 at Pages 17 through 21 of the Public Records of Lee County, Florida, being a point on the Northerly right-of-way line of Pelican Colony Boulevard (Tract "A", a 120 foot wide right-of-way), as shown on the plat of Pelican Landing Unit Nineteen, recorded in Plat Book 56, at Pages 36 through 38 of the Public Records of Lee County, Florida, also being a point on a circular curve to the right, having a radius of 30.00 feet, a central angle of  $82^{\circ}19'38''$ , a chord bearing of North  $29^{\circ}44'57''$  West and a chord length of 39.49 feet; thence run along the Easterly right-of-way line of said North Commons Drive and along the arc of said curve, an arc length of 43.11 feet to the point of reverse curvature of a curve to the left, having a radius of 180.00 feet, a central angle of  $32^{\circ}18'45''$ , a chord bearing of North  $04^{\circ}44'30''$  West and a chord length of 100.17 feet; thence run along the Easterly right-of-way line of said North Commons Drive and along the arc of said curve, an arc length of 101.51 feet; thence North  $20^{\circ}53'52''$  West along said Easterly right-of-way line a distance of 721.03 feet to a point on a circular curve to the left, having a radius of 330.00 feet, a central angle of  $20^{\circ}20'11''$ , a chord bearing of North  $31^{\circ}03'58''$  West and a chord length of 116.52 feet; thence run along the Easterly right-of-way line of said North Commons Drive and along the arc of said curve, an arc length of 117.13 feet; thence run North  $48^{\circ}45'57''$  East a distance of 75.26 feet; thence run North  $20^{\circ}53'52''$  West a distance of 242.31 feet to the POINT OF BEGINNING of the parcel of land herein described: thence run North  $20^{\circ}53'52''$  West a distance of 505.84 feet to a point on the Southerly right-of-way line of Coconut Road ( a 50 foot wide right-of-way) as described in Official Record Book 1738, at Pages 2538 through 2540, of the Public Records of Lee County, Florida; thence run South  $89^{\circ}35'50''$  East along said Southerly right-of-way line a distance of 509.22 feet; thence run South  $00^{\circ}10'56''$  West a distance of 333.67 feet; thence run South  $67^{\circ}33'44''$  West a distance of 354.55 feet to the POINT OF BEGINNING;

Containing 4.008 acres more or less.

Bearings shown hereon refer to the Easterly Right-of-way line of North Commons Drive as shown on the plat of Pelican Landing Unit Twenty Two, recorded in Plat Book 58, at Pages 17 through 21 of the Public Records of Lee County, Florida as being North  $20^{\circ}53'52''$  West.