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FIFTH SUPPLEMENT
TO THE
DECLARATION AND GENERAL PROTECTIVE COVENANTS

DR2201 PG1272

THIS SUPPLEMENT is made this 27th day of December, 1990, by WESTINGHOUSE COMMUNITIES OF NAPLES, INC., a Florida corporation which was Declarant of that particular DECLARATION AND GENERAL PROTECTIVE COVENANTS FOR PELICAN'S NEST and is hereinafter referred to as DECLARANT.

W I T N E S S E T H :

WHEREAS, DECLARANT has recorded the Declaration and General Protective Covenants for Pelican's Nest (hereinafter referred to as Declaration) at Official Records Book 2030, Pages 663 through 713, inclusive, of the Public Records of Lee County, Florida, as amended; and

WHEREAS, the Declaration applies to and encumbers all of Pelican's Nest Unit One as recorded in Plat Book 41, Pages 58 through 60, inclusive, of the Public Records of Lee County, Florida; and

WHEREAS, the Declaration provides in Section 2.3 thereof the "Declarant shall have the right, and the power, but neither the duty or the obligation, in its sole discretion, and by its sole act, to add additional portions of Pelican's Nest ("Additional Lands") to the Committed Property by recording an instrument ("a Supplement") subjecting such Additional Lands to this Declaration; and

WHEREAS, DECLARANT desires to subject all of the property as more particularly described in Exhibit "A" attached hereto (hereinafter defined and referred to as the NEIGHBORHOOD) to the Declaration for those reasons set forth in the preamble to the Declaration.

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 owner's therein.

NOW THEREFORE, DECLARANT hereby declares that the Additional Lands described in Exhibit "A" attached 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 GREEN, CLERK
BY: G. SHAWOOD, D.C.

ARTICLE I
DEFINITIONS

1. "BUILDING HEIGHT" shall mean the vertical distance measured from the first finished floor to the mean height level between eaves and ridges of gable, hip and gambrel roofs and to the deck line of a mansard roof. Except where minimum floor elevations in flood prone areas have been established by law, the building height shall be measured from such required minimum floor elevations.

2. "DECLARANT" shall mean and refer to WESTINGHOUSE COMMUNITIES OF NAPLES, INC., a Florida corporation presently having its principal place of business in Collier County, Florida, its successors or assigns of any or all of its rights under this Declaration.

3. "DWELLING UNIT" shall mean and refer to any residential unit intended for occupancy by one family or household.

4. "GENERAL COVENANTS" shall mean and refer to the DECLARATION AND GENERAL PROTECTIVE COVENANTS as recorded in Official Records Book 2030 at Pages 633 through 713, inclusive, of the Public Records of Lee County, Florida, as amended, and as may be amended from time to time.

5. "NEIGHBORHOOD" shall mean and refer to the real property as more particularly described in Exhibit "A", attached hereto.

6. "OWNER" shall mean and refer to any person or persons, entity or entities, who are the record owner or owners of any fee interest in the NEIGHBORHOOD, their heirs, successors, legal representatives or assigns. If any portion of the NEIGHBORHOOD is submitted to a NEIGHBORHOOD ASSOCIATION for ownership and maintenance of streets, common areas, and water management areas, the NEIGHBORHOOD ASSOCIATION shall be deemed OWNER for assessments and responsibilities of OWNER as those responsibilities pertain to said areas.

7. "LOT" or "LOTS" shall mean and refer to those individual portions of the NEIGHBORHOOD which will be used, developed and conveyed as a unit.

ARTICLE II
RESTRICTIONS

1. 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, provided however that an office to be used in connection with the operation of a NEIGHBORHOOD ASSOCIATION shall be permitted.

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 sales of DWELLING UNITS in the NEIGHBORHOOD only. Any such permission must be granted by DECLARANT in writing prior to such use and shall be limited to sales within the NEIGHBORHOOD.

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 requirements and procedures of Section 3.2 of the GENERAL COVENANTS.

d.) PURCHASER shall have the right to locate a sales trailer or facility in the NEIGHBORHOOD upon approval by SELLER of a site plan, parking and landscape plan for such sales facility. Such facility shall be used only to conduct sales activity for developments in Pelican Landing in which PURCHASER, its affiliates, subsidiaries or related entities are involved to the extent permitted under ordinances of Lee County.

e.) All structures in the NEIGHBORHOOD shall be constructed and maintained with materials, and in colors consistent with the approved uniform characteristics of the NEIGHBORHOOD.

f.) 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, building or structure.

g.) No decorative objects such as sculptures, birdbaths, fountains and the like shall be placed or installed in or on the NEIGHBORHOOD without the prior approval of the DECLARANT.

h.) 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 as not to be readily visible from surrounding streets, LOTS or Pelican's Nest Golf Club golf course.

i.) All vehicular use areas shall be designed and constructed only in accordance with the design and with the materials as approved by DECLARANT in writing and must be maintained in a clean, neat and attractive manner.

j.) No garbage, trash or refuse containers shall be placed within the front yard of any LOT and or in any right-of-way or street abutting any LOT, and all LOTS must provide for garbage, trash and refuse removal to be made from the side or rear of any LOT. Provided, however, that garbage, trash and refuse removal shall be permitted to be made from the front yard if side or rear yard removal service is unavailable.

k.) No motor homes, trailers, boats, motorcycles or vans used for commercial purposes shall be permitted to be parked or stored in or on the NEIGHBORHOOD or on any LOT unless kept fully enclosed inside a structure.

l.) 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. All such separations shall be in compliance with the site plan for the NEIGHBORHOOD.

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 square floor area per DWELLING UNIT shall be thirteen hundred (1,300) square feet or as approved on the final Site Plan. Garages, porches, patios, terraces and other similar areas or structures shall not be included in the calculation of the minimum floor area.

d.) Building height shall not exceed two (2) stories over final grade as approved by the Design Review Committee.

3. LANDSCAPING AND SITE AMENITIES

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. Wherever possible, suitable existing vegetation shall be preserved, protected and incorporated into the master landscape plan. If it is not to be retained, existing foliage shall be cleared selectively.

b.) OWNER shall be responsible for any repair and/or replacement of existing landscaping which abuts the NEIGHBORHOOD and which is damaged or destroyed as a result of the acts of the OWNER or its agents.

c.) OWNER shall be responsible for the maintenance of landscaping, lawn, bike path, and other site improvements in the NEIGHBORHOOD to the outer edge of the road pavement on Lakemont Drive and to the edge of the adjoining golf course and property line.

d.) Prior to making any substantial change, variation or deviation from the approved master landscape plan, OWNER shall first obtain DECLARANT's written approval of the change, variation or deviation. Any additional landscaping to be installed after occupancy of any structure or building requires approval of DECLARANT prior to installation.

e.) OWNER shall install or retain the landscape material as approved by DECLARANT, and all landscaping shall be maintained by OWNER in good and living condition at all times. All landscaping trees, shrubs, and lawns shall be well maintained.

f.) No landscaping materials shall encroach or intrude in or on the Pelican's Nest Golf Club golf course adjacent to the NEIGHBORHOOD.

g.) Any landscape irrigation system installed in, on or adjacent to the NEIGHBORHOOD (including right-of-way and easements) shall be maintained and kept in good working order by OWNER.

h.) All privacy and/or decorative walls shall require the written approval of DECLARANT prior to construction and shall be constructed and maintained with uniform color materials throughout the NEIGHBORHOOD.

4. PARKING AND STORAGE AREAS

a.) Minimum parking requirements are: 2 spaces per unit. 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 garage or enclosed storage area shall be erected which is separated from a principal structure unless approved in writing by DECLARANT. Any storage facilities for garbage and trash containers shall be screened or enclosed.

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5. WATER MANAGEMENT AREAS

Surface water drainage and management, including but not limited to storm water storage capacity, shall conform to the overall water management requirements of the South Florida Water Management District and meet with the approval of DECLARANT.

6. MAIL BOXES

The design, material and location of all exterior mail boxes must be first approved by DECLARANT in writing.

7. LEASES

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. NUMBER OF UNITS

The NEIGHBORHOOD shall contain no more than one hundred twenty-five (125) DWELLING UNITS, unless additional DWELLING UNITS are approved in writing by DECLARANT.

9. SIGNS

a.) All signage shall comply with DECLARANT's sign standards and shall be approved in writing by DECLARANT prior to being installed or placed in/on the NEIGHBORHOOD.

b.) In addition to any other right of enforcement, OWNER hereby agrees for itself, its successors, assigns and grantees, that DECLARANT and its designated agents shall have the absolute right without any other process or procedure to peaceably enter upon the NEIGHBORHOOD and remove any and all non-conforming or non-approved signage, and that OWNER its successors, or assigns will not institute any action, either civilly or criminally against DECLARANT or its agents, for the removal of any improper signage.

10. CONSTRUCTION

During any construction activity within the NEIGHBORHOOD, the construction area shall be maintained in a neat and orderly manner and shall be screened to the reasonable satisfaction of DECLARANT from the view of neighboring parcels and OWNER shall conduct construction activities in a manner which does not detract from the operation of The Pelican's Nest Golf Club golf course.

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11. 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, which consent shall not be unreasonably withheld.

12. ACCESS

Permanent access to the NEIGHBORHOOD shall be via one access point on Lakemont Drive. There shall be no pedestrian or vehicular access from the NEIGHBORHOOD to THE PELICAN'S NEST GOLF CLUB course.

ARTICLE III
GENERAL PROVISIONS

1. PROPERTY UNITS

In accordance with Article 5.3 of the GENERAL COVENANTS, DECLARANT hereby assigns one (1) PROPERTY UNIT to each DWELLING UNIT for a total of One Hundred Twenty-five (125) PROPERTY UNITS assigned to the NEIGHBORHOOD.

2. CONFLICT

In the event of any conflict among the provisions of the GENERAL COVENANTS and the provisions of this DECLARATION, 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, waive or add to this Declaration 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, nor adversely affect OWNER'S use of the NEIGHBORHOOD.

4. WAIVER

Any waiver by DECLARANT of any provision of this DECLARATION or breach hereof must be in writing and shall not operate or be construed as a waiver of any other provision or subsequent breach.

5. DECLARATION RUNS WITH THE LAND

The covenants, conditions, restrictions and other provisions under the DECLARATION shall run with the land and bind the property within the NEIGHBORHOOD and shall inure to

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the benefit of and be enforceable by the DECLARANT for a term of thirty (30) years from the date this DECLARATION 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.

6. SEVERABILITY

If any section, subsection, sentence, clause, phrase or portion of this FIFTH SUPPLEMENT TO THE GENERAL AND PROTECTIVE COVENANTS 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 COMMUNITIES OF NAPLES, INC., a Florida corporation, does hereby execute this FIFTH SUPPLEMENT TO THE GENERAL AND PROTECTIVE COVENANTS in its name by its undersigned, authorized officers and affixes its corporate seal hereto, this 27th day of December, 1990, at Naples, Florida.

(SEAL)

WESTINGHOUSE COMMUNITIES OF NAPLES, INC.
A Florida corporation

WITNESSES:

Laurel Y. Sitterly
Virginia A. [unclear]

BY: [Signature]
Louis H. Hoegsted
Executive Vice President

RECORDER'S MEMO:
COLOR OF INK USE TO SIGN/PREPARE
DOCUMENT UNSATISFACTORY FOR REPRODUCTION
FROM FILM

STATE OF FLORIDA)
COUNTY OF COLLIER)

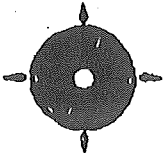
The foregoing instrument was acknowledged before me this 27th day of December, 1990, by Louis H. Hoegsted, Exec. Vice President of WESTINGHOUSE COMMUNITIES OF NAPLES, INC., a Florida corporation, on behalf of the corporation.

Laurel Y. Sitterly
Notary Public
My Commission expires:

5109-1.lys/Cedarhurst Parcel



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



WILSON • MILLER • BARTON • SOLL & PERK, INC.
 ENGINEERS PLANNERS SURVEYORS
 LANDSCAPE ARCHITECTS ENVIRONMENTAL CONSULTANTS
 4371 COLONIAL BLVD., FORT MYERS, FLORIDA 33912
 (812) 938-0200 FAX (813) 938-7479

PELICAN LANDING: Parcel "D"
 W.O. 1611
 REF: D-818-17
 DATE: 7-5-90

DESCRIPTION

All that part of Section 17, Township 47 South, Range 25 East, Lee County, Florida being more particularly described as follows:

Commencing at the east 1/4 corner of said Section 17; thence along the north line of the southeast 1/4 of said Section 17 N.89°58'28"W. 773.50 feet; thence S.04°36'26"E. 325.92 feet to the POINT OF BEGINNING of the parcel herein described;

thence continue S.04°36'26"E. 84.72 feet; thence southeasterly 201.41 feet along the arc of a circular curve concave to the northeast, having a radius of 250.00 feet, through a central angle of 46°09'34" and being subtended by a chord which bears S.27°41'13"E. 196.01 feet; thence S.50°46'00"E. 245.98 feet; thence southeasterly, easterly and northeasterly 221.88 feet along the arc of a circular curve concave to the northeast, having a radius of 250.00 feet, through a central angle of 50°51'04" and being subtended by a chord which bears S.76°11'32"E. 214.67 feet; thence N.78°22'56"E. 122.35 feet; thence S.02°14'00"W. 60.95 feet; thence S.38°57'00"W. 288.50 feet; thence S.70°42'00"W. 83.00 feet; thence S.47°00'00"W. 110.00 feet; thence N.84°07'00"W. 494.00 feet; thence S.83°33'00"W. 293.50 feet; thence N.22°08'00"W. 333.50 feet; thence N.37°12'00"E. 568.50 feet; thence N.80°32'00"E. 294.79 feet to the Point of Beginning of the Parcel herein described;

CONTAINING 13.97 acres more or less;

SUBJECT TO easements, restrictions and reservations of record.


 Elizabeth F. Smith, P.L.S. No. 4576

EXHIBIT "A"

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CHARLIE GREEN LEE CITY FL
 9 FEB -5 AM 9:16