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This instrument was prepared by
and return to:
Vivien N. Hastings, Esq.
801 Laurel Oak Drive, #500
Naples, Florida 33963

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THIRTY-NINTH SUPPLEMENT
TO THE
DECLARATION AND GENERAL PROTECTIVE COVENANTS
FOR
PELICAN LANDING
(Greenville South)

RECORD VERIFIED - CHARLIE GREEN, CLERK
BY: C. KELLER, D.C.

THIS SUPPLEMENT is made this 28th day of December, 1995, by WCI COMMUNITIES LIMITED PARTNERSHIP, successor to Pelican Landing Communities, Inc. (formerly Westinghouse Bayside Communities, Inc.) a Delaware limited partnership, 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 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 WCI COMMUNITIES LIMITED PARTNERSHIP, a Delaware limited partnership, presently having its principal place of business in Collier 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 owners' 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 Thirty-ninth Supplement to the DECLARATION.

ARTICLE II
RESTRICTIONS

1. USE RESTRICTIONS

a. The NEIGHBORHOOD may be used for a multi-family residential development consisting of 165 dwelling units 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, hurricane shutters, porch sun screens 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. 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 and shall not be installed until such time as the DECLARANT has approved in writing the location of the solar collectors on the structure.

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 unless approved by Declarant in writing, on a case by case basis.

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

a. The minimum distance between any two unattached principal structures 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 principal structures, accessory structures or improvements 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 three (3) stores above finished grade.

3. FENCES AND WALLS/GATES

a. The erection and use of walls and fences is discouraged. No walls or fences shall be approved in writing by DECLARANT within the building setbacks, except to screen air-conditioning, pool equipment or trash.

b. A wall or fence to screen air-conditioning, pool equipment or trash 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.

c. No privacy gate(s) shall be constructed or installed in the NEIGHBORHOOD unless the location and design of such gate(s) shall have been approved in writing by DECLARANT.

4. LANDSCAPING

a. No later than thirty (30) days after OWNER'S submittal of construction plans and specifications for the NEIGHBORHOOD, OWNER shall submit to DECLARANT, for its review and approval, a conceptual master landscape and irrigation plan for the NEIGHBORHOOD (including adjacent rights-of-way, and area between the property line and any abutting road or water's edge) ("Landscape Plan"). Such Landscape Concept Plan shall be prepared by a Florida Registered Landscape Architect, who shall utilize a similar plant palette and theme throughout the NEIGHBORHOOD. 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. OWNER'S Landscape Plan shall indicate OWNER'S plan for the retention and/or clearing of any existing native vegetation, in accordance with Article II, Section 12 of this SUPPLEMENT. DECLARANT reserves the right to comment and require changes should special conditions or situations exist. A final Landscape Planting Plan shall be submitted by OWNER to DECLARANT no later than thirty (30) days thereafter. OWNER shall be solely responsible for the cost and expense to prepare the Landscape Plan, the Final Landscape Plan, the installation of all landscape materials and irrigation and the maintenance and repair with respect thereto.

b. 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 occupancy of any DWELLING UNITS requires written approval of DECLARANT prior to installation.

c. 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.

d. The OWNER shall be responsible for maintaining and keeping in good working order the landscape irrigation system installed in or on the NEIGHBORHOOD and adjacent right-of-way and areas between the property line and any abutting road or water's edge.

e. Surface water runoff must be properly handled, and cause no ponding, erosion or unfavorable impact on adjacent property and must conform to water management system criteria as permitted by the Bay Creek Community Development District.

5. GARAGE, CARPORT 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.

c. Carports may be approved by Declarant in writing.

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 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.

10. ACCESS

Permanent access to the NEIGHBORHOOD shall be via no more than one (1) access point on the Greenview local road. There shall be no access from the PROPERTY to the adjoining Pelican's Nest Golf Club.

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 applicable to the NEIGHBORHOOD, 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.

13. BUFFER AREAS

a. Certain portions of the NEIGHBORHOOD adjacent to the Spring Creek wetland area are designated as Buffer Easements as depicted on the sketch attached hereto as Exhibit "B" ("Buffer Areas"). These Buffer Areas are subject to an unrecorded Grant of Conservation Easement, in favor of the Bay Creek Community Development District ("Bay Creek District") and the South Florida Water Management District ("Buffer Easement"), and are subject to a one foot (1') wide Grant of Conservation Easement located at the mean high water line and one foot (1') landward, in favor of the State of Florida, as recorded in Official Records Book 1659-1674, inclusive, of the Public Records of Lee County, Florida ("Conservation Easement"). Maintenance and repair of the Buffer Areas which are the subject of the Buffer Easement are set forth in subparagraph (e) below. Except as otherwise specifically provided in the Buffer Easement, the following uses and practices are prohibited in all Buffer Areas:

- 1). Construction or placing of buildings, roads, 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;
- 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;
- 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 Buffer Areas in their natural condition.

b. Notwithstanding anything to the contrary in Section 13 a. above, DECLARANT reserves to itself, its designated successors and assigns, the following rights with respect to the Buffer Areas:

ARTICLE III
GENERAL PROVISIONS

1. PROPERTY UNITS

In accordance with Article 1, Section 34 of the DECLARATION, DECLARANT hereby assigns a total of one hundred sixty-one (161) 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 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 THIRTY-THIRD SUPPLEMENT TO THE DECLARATION AND GENERAL AND PROTECTIVE COVENANTS FOR PELICAN LANDING (GREENVIEW SOUTH) 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 LIMITED PARTNERSHIP, a Delaware limited partnership, does hereby execute this THIRTY-NINTH SUPPLEMENT TO THE DECLARATION AND GENERAL AND PROTECTIVE COVENANTS FOR PELICAN LANDING (GREENVIEW SOUTH), in their names by their undersigned, authorized officers, this 28th day of December, 1995.

WITNESSES:

WCI COMMUNITIES LIMITED PARTNERSHIP, a Delaware limited partnership

Vivian Hastings
Print name: Vivian Hastings
C. Perry Peoples
Print name: C. Perry Peoples

By: Jerry A. Schmoyer
Jerry A. Schmoyer
Senior Vice-President

STATE OF FLORIDA)
COUNTY OF COLLIER)

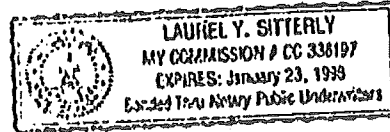
The foregoing instrument was acknowledged before me this 28 day of December, 1995, by Jerry H. Schmoyer, Senior Vice-President, of WCI Communities Limited Partnership, a Delaware limited partnership, on behalf of the partnership. He is personally known to me.

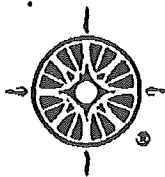
Laurel Y. Sitterly
Notary Public

Print: LAUREL Y. SITTERLY

My Comm. Expires: _____

[SEAL]





WILSON, MILLER, BARTON & PEEK, INC.

Engineers, Planners, Surveyors, Landscape Architects & Environmental Consultants
4571 Colonial Boulevard, Suite 200, Fort Myers, Florida 33912 • (813) 939-1020 Fax (813) 939-7479

DESCRIPTION GREENVIEW SOUTH PARCEL Section 21, Township 47 South, Range 25 East, Lee County, Florida

All that part of Tract "G" of Pelican Landing Unit Fourteen according to the plat thereof as recorded in Plat Book 53, pages 35 through 46, Public Records of Lee County, Florida being more particularly described as follows:

COMMENCING at the center of Section 21, Township 47 South, Range 25 East, Lee County, Florida;

thence along the north-south 1/4 section line, S.00°51'38"E. 288.48 feet to the POINT OF BEGINNING of the parcel herein described;

thence N.90°00'00"E. 299.09 feet;

thence S.60°00'00"E. 310.59 feet;

thence N.90°00'00"E. 245.95 feet;

thence N.54°00'00"E. 78.39 feet;

thence N.90°00'00"E. 94.10 feet to a point on a curve;

thence southeasterly, easterly and northeasterly 157.42 feet along the arc of a non-tangential circular curve concave to the north, having a radius of 55.00 feet, through a central angle of 163°59'23" and being subtended by a chord which bears N.90°00'00"E. 108.93 feet to a point on said curve;

thence N.90°00'00"E. 75.55 feet;

thence S.00°06'50"E. 592.85 feet;

thence S.17°39'22"W. 132.44 feet to a 5/8 inch iron pin which lies 100 feet more or less north of the centerline of Spring Creek, said iron pin hereinafter referred to as Point "A";

thence from Point "A", S.17°39'22"W. for 100 feet more or less to the centerline of Spring Creek;

thence along said centerline, 1450 feet more or less, to a point which lies on the north-south 1/4 section line of said Section 21;

thence along said line N.00°51'38"W. for 52 feet more or less to a concrete monument hereinafter referred to as Point "B" which lies N.69°35'43"W. 1185.14 feet from the aforesaid Point "A",

thence from said Point "B", N.00°51'38"W. 415.13 feet to the POINT OF BEGINNING of the parcel herein described.

Parcel contains 19.32 acres, more or less.

Subject to any easements, restrictions, reservations and rights of way of record.
Bearings are based on the east line of said Tract "G" being S.00°06'50"E.

Prepared by:

WILSON, MILLER, BARTON & PEEK, INC.

Elizabeth F. Gaines
Elizabeth F. Gaines, Professional Surveyor & Mapper
Florida Registration No. 4576

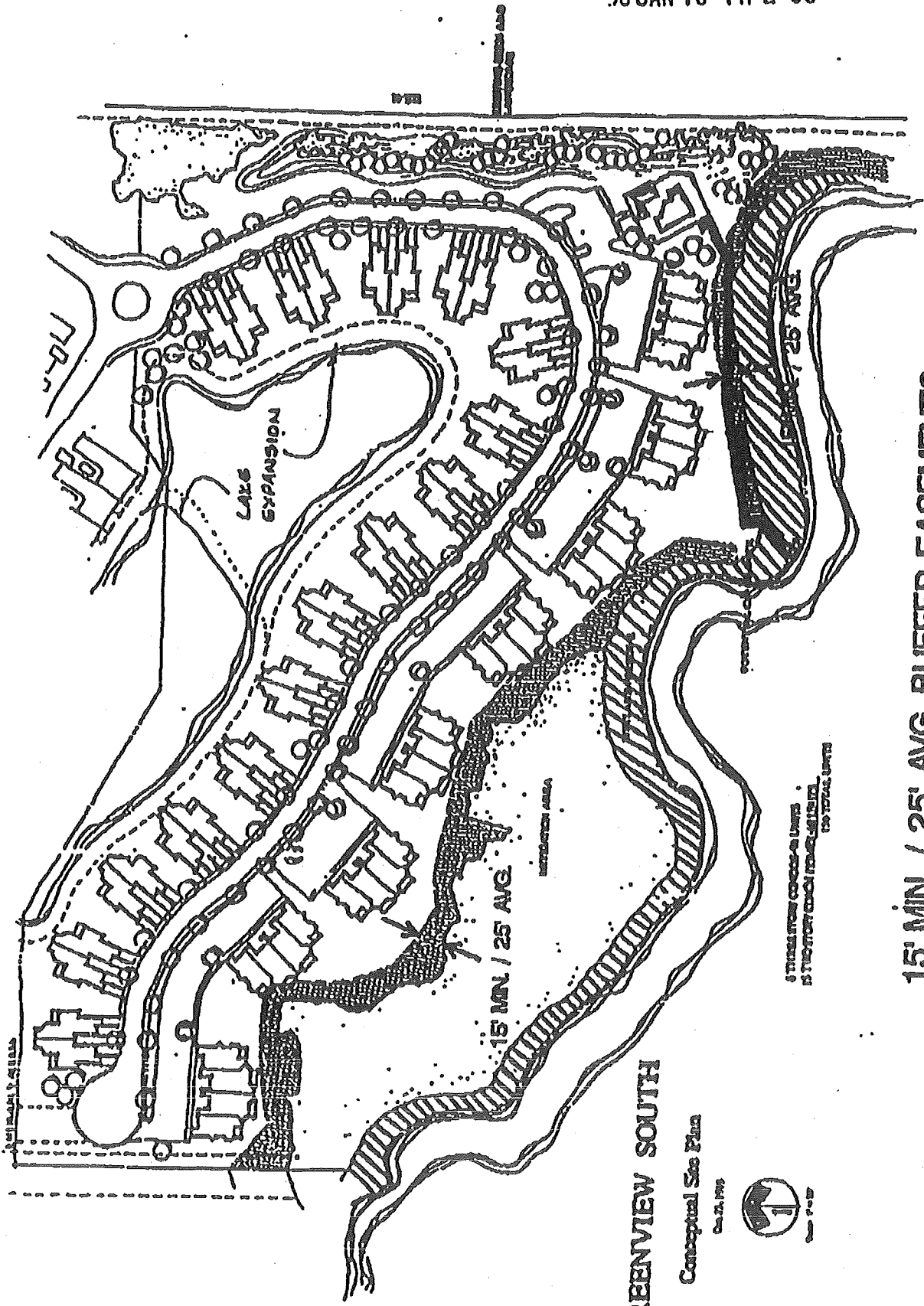
8-3-95
Date

W.O.: 4160
REF.: D-0250-156
DATE: August 3, 1995

OK'D IAS
AUG 11 1995

EXHIBIT "A"

DR2666 PG2799



15' MIN. / 25' AVG. BUFFER EASEMENTS

EXHIBIT "B"

GREENVIEW SOUTH

Conceptual Site Plan

Dec. 21, 1995



9' TRUSS ROOF CONCEALS LIGHTS
 IN TRUSS ROOF EXPOSED TO PUBLIC
 THE TRUSS LIGHTS