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NEIGHBORHOOD COVENANTS  
FOR  
THE COTTAGES AT PELICAN LANDING

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**DECLARATION OF PROTECTIVE COVENANTS,  
CONDITIONS, RESTRICTIONS AND EASEMENTS FOR  
THE COTTAGES AT PELICAN LANDING NEIGHBORHOOD  
(NEIGHBORHOOD COVENANTS)**

This Declaration of Protective Covenants, Conditions, Restrictions and Easements, (hereinafter called "Neighborhood Covenants") is made this 21 day of November, 1994, by PELICAN LANDING COMMUNITIES, INC., a Florida corporation, its successors and assigns, hereinafter referred to as Declarant.

**R E C I T A L S :**

A. Declarant has recorded that certain AMENDED AND RESTATED DECLARATION AND GENERAL PROTECTIVE COVENANTS FOR PELICAN LANDING (hereinafter referred to as General Covenants) which is recorded in Official Records Book 2198, Pages 1873 through 2026, inclusive, of the Public Records of Lee County, Florida, as amended;

B. Declarant subjected to the provisions of the General Covenants and the jurisdiction of the Pelican Landing Community Association, Inc. the Land (as defined herein) by virtue of that certain Thirty-First Supplement to the Amended and Restated Declaration and General Protective Covenants for Pelican Landing recorded in Official Records Book 2570, Page 189 of the Public Records of Lee County, Florida;

C. The General Covenants provide in Section 1 of Article II for the establishment by Declarant of Neighborhoods on the Properties;

D. The General Covenants provide in Section 3(a) of Article III for the imposition of Neighborhood Covenants upon particular Neighborhoods;

E. Declarant is the owner in fee simple of the real property described in Schedule "A" attached hereto and made a part hereof (the "Neighborhood"), which Declarant plans to develop with a cluster-type housing development, together with certain facilities for the common use and enjoyment of the owners of the Units within the Neighborhood pursuant to a general plan of development, and to be known as "The Cottages at Pelican Landing"; and

F. In order to: (i) insure that such general plan of development is adhered to; (ii) establish certain continuing relationships in the form of mutual rights and obligations between Declarant and the persons who acquire ownership of Units developed in the Neighborhood by Declarant and their respective successors, with respect to use, enjoyment and maintenance of certain areas and facilities (as hereinafter set forth); and (iii) protect, preserve and enhance the value of the Neighborhood and the Units within the Neighborhood, Declarant has determined that this Declaration establishing certain easements, servitudes, restrictions, and conditions in the form of covenants running with the land shall be binding upon and enforceable against and inure to the benefit of all such present and future owners of property developed within the Neighborhood and shall run with title to the land hereby and hereafter subjected to this Declaration.

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NOW, THEREFORE, Declarant hereby declares that title to the Neighborhood, including, but not limited to, all Units now and hereafter existing thereon shall be held, sold, conveyed, encumbered, used and occupied subject to the General Covenants and any and all amendments thereto and the conditions of this Declaration as covenants running the land enforceable as aforesaid.

# ARTICLE I DEFINITIONS

The terms contained in these Neighborhood Covenants shall have the meanings given such terms in the General Covenants except as may otherwise be set forth herein.

A. "Annual Assessment" shall mean the annual assessment due from each Unit in the Neighborhood as established by the Board in accordance with Section 3 of Article X of the General Covenants.

B. "The Cottages at Pelican Landing" shall mean that Neighborhood in Pelican Landing which is comprised of the Land, as may be added to from time to time.

C. "The Cottages at Pelican Landing Committed Property" shall mean the Land and such additional portions of real property, if any, as may hereafter be added to the Neighborhood and subjected to the Neighborhood Covenants, whether it is within Pelican Landing or not.

D. "County" shall mean Lee County, Florida.

E. "District" shall mean the Bay Creek Community Development District, its successors or assigns, a special taxing district established by the State of Florida for the purpose of providing services which may include, but are not limited to, potable water, irrigation, water management and sanitary sewer facilities for portions of Pelican Landing, including The Cottages at Pelican Landing.

F. "Dwelling Units" shall mean any residential dwelling unit and its appurtenances intended as an abode for one family constructed on a portion of the Neighborhood, including without limitation, a detached single family home.

G. "General Covenants" shall mean the Amended and Restated Declaration and General Protective Covenants for Pelican Landing recorded in Official Records Book 2198 at Pages 1873 through 2026, inclusive, of the Public Records of Lee County, Florida, as amended and supplemented.

H. "Governing Documents" shall mean and refer to the General Covenants, the Articles, the By-Laws, and the Rules of the Association and the Neighborhood Covenants, the Articles, the By-Laws, and the Rules of the Neighborhood Association, as filed or recorded, and all as may be amended from time to time. In the event of any conflict among the provisions of

the Governing Documents, the Declarant reserves the right and the power to resolve any such conflict in its sole discretion, and its decision shall be final.

I. "Land" shall mean the real property subject to these Neighborhood Covenants, which is that real property described in Schedule A hereto, as may be expanded or amended from time to time.

J. "Neighborhood" or "The Cottages at Pelican Landing Neighborhood" shall mean The Cottages at Pelican Landing Neighborhood which is the Land and any additional real property which may be added from time to time.

K. "Neighborhood Articles" shall mean the Articles of Incorporation of the Neighborhood Association, as may be amended or restated from time to time.

L. "Neighborhood Assessments" shall mean the annual Neighborhood Assessments described in Article III hereof.

M. "Neighborhood Association" shall mean and refer to The Cottages at Pelican Landing Homeowners' Association, Inc. established pursuant to the Neighborhood By-Laws.

N. "Neighborhood Board" shall mean the governing body of the Neighborhood Association.

O. "Neighborhood By-Laws" shall mean the By-Laws of the Neighborhood Association, as may be amended from time to time.

P. "Neighborhood Common Areas" shall mean all real property including any improvements and fixtures thereon, owned by, leased to, maintained by, or the use of which has been primarily granted to the Neighborhood for the common use and enjoyment of the Owners in the Neighborhood. The Neighborhood Common Area shall be owned by the Neighborhood Association. Except as otherwise provided herein, the Neighborhood Common Areas shall be maintained by the Neighborhood Association and funded through Neighborhood Assessments.

Q. "Neighborhood Covenants" shall mean this Declaration of Protective Covenants, Conditions, Restrictions and Easements for The Cottages at Pelican Landing Neighborhood, as amended.

R. "Neighborhood Expenses" shall mean and including the actual and estimated expenses occurred by the Neighborhood Association to benefit primarily Owners of Units in the Neighborhood, which shall include a reasonable reserve for capital repairs and replacements and those items described in Article 3.3 hereof which are assessed against Owners of Units in the Neighborhood.

S. "Neighborhood Property" shall mean and refer to the Land and any additional property plus all improvements thereon which is submitted to these Neighborhood Covenants and all easements and rights appurtenant thereto intended for use in connection therewith.

T. "Notice" shall mean and refer to: (i) written notice delivered personally or mailed to the last known address of the intended recipient, in the manner set forth herein; or (ii) notice published at least once a week for two consecutive weeks in a newspaper having a general circulation in Lee County, Florida; or (iii) notice given in any other manner provided by the By-Laws of the Neighborhood Association.

U. "Rules" shall mean the rules and regulations promulgated by the Neighborhood Board in accordance with the provisions of these Neighborhood Covenants.

V. "Structure" shall mean that which is built or constructed, or any work artificially built up or composed of parts joined together in some definite manner, the use of which requires more or less permanent or temporary location on the ground, or which is attached to something having a permanent or temporary location on the ground. The term shall be construed as if followed by the words "or part thereof".

W. "Unit" shall mean a platted site for a Dwelling Unit in the Neighborhood, or any quantity of land so designated by Declarant. The term Unit shall also include any fixtures, Structures, or improvements located on such Unit, except any trees planted by Declarant on such Unit prior to Declarant's conveyance of the Unit to an Owner.

## ARTICLE II

### DESCRIPTION OF THE COTTAGES AT PELICAN LANDING NEIGHBORHOOD

#### 2.1 Membership in Neighborhood Association.

Every Owner of a Unit shall be a member of the Neighborhood Association, and no Owner shall have more than one membership in the Association with respect to each Unit owned; Provided, however, Declarant shall have the right to appoint a majority of the Board of Directors of the Neighborhood Association until three (3) months after Declarant has delivered and conveyed title to all of the Units within the Neighborhood. Membership in the Neighborhood Association shall not be assignable, except to the successor in interest of the Owner's Unit, and every membership of an Owner in the Neighborhood Association shall be appurtenant to and inseparable from ownership of his or her Unit. Ownership of such Unit shall be the sole qualification of an Owner for membership in the Neighborhood Association.

#### 2.2 Single Family Units.

The Neighborhood is planned to contain forty-one (41) Single Family Units, but in any event shall contain no fewer than seventeen (17) nor more than sixty (60) Units suitable for single family homes, attached or detached, except as provided in Section 2.3 below and provided such Units are permitted by the General Covenants and applicable zoning regulations.

### 2.3 Additions to or Deletions of Land from the Neighborhood.

Declarant shall have the right, but shall not be obligated, to either withdraw certain portions of The Cottages at Pelican Landing Committed Property then owned by Declarant, or to designate additional real property within Pelican Landing, as part of the Neighborhood, in accordance with Article VIII of the General Covenants, by executing and recording a supplement in the Public Records of the County without the consent of either the Association or the Neighborhood Association or any Member or Owner or other Person, and to develop that land as permitted by law, provided, however, that no rights of access, use or enjoyment of any existing Owner in the Neighborhood shall be substantially impaired. That portion of real property, if any, added by Declarant to the Neighborhood shall be subject to the provisions of these Neighborhood Covenants. Some of the effects of adding to or deleting from such real property in the Neighborhood may be to change the number of Units, the type and style of the additional Dwelling Units to be constructed, the number of Persons using the Neighborhood Common Areas, the amount of the Neighborhood Assessments and Neighborhood Expenses and the total number of votes which may be cast pertaining to Neighborhood affairs.

### 2.4 Neighborhood Common Areas.

The Neighborhood Common Areas shall initially include all areas within the Neighborhood as described in Schedule A and not a part of any single family Unit. These areas will be owned and maintained by the Neighborhood Association for the exclusive benefit of the Neighborhood and shall be funded by the Neighborhood through Neighborhood Expenses. These Neighborhood Common Areas shall contain the private roadways, lakes, landscaped areas and the preservation areas and other common areas located within the lands described in Schedule A hereto and as shown on the plat(s) for the Neighborhood.

## ARTICLE III NEIGHBORHOOD EXPENSES

### 3.1 Establishment of Annual Neighborhood Assessments.

In connection with the preparation of the annual budget for the operation and management of the Neighborhood Association, annual Neighborhood Assessments for each Unit in the Neighborhood shall be established by the Neighborhood Board. The Neighborhood Assessments shall include the Units' respective shares of the Neighborhood Expenses. Neighborhood Assessments shall be applied equally on a pro rata basis to each Unit. The Neighborhood Board shall determine the date for preparation of the annual budget, date Neighborhood Assessments commence and are due, dates of delinquency, and whether such Neighborhood Assessments shall be billed quarterly, semi-annually or annually.

### 3.2 Operating Shortfalls.

For so long as Declarant owns any property within the Neighborhood, for each such assessment year Declarant shall have the election, in its sole and absolute discretion, of either (i) paying annual Neighborhood Assessments for Neighborhood Expenses for each Unit Declarant still owns; or (ii) funding in cash and/or in kind any or all deficits in the operations

of the Neighborhood caused by an excess of expenses and reserve allocations over Neighborhood Assessments received from Owners for that year. At such time when Declarant no longer owns any property within the Neighborhood, any operating deficits shall be funded by Special Assessments for the Neighborhood or by Neighborhood Assessments, as the Neighborhood Board shall determine.

### 3.3 Neighborhood Expenses.

The Neighborhood Expenses to be funded by Neighborhood Assessments may include, but shall not be limited to, the following expenses and reserve allocations for maintenance, repair and replacement of the Neighborhood Common Areas and facilities and the provision of the following services and benefits unique to this Neighborhood. These Neighborhood Expenses shall be determined in accordance with the Governing Documents, and may include but shall not be limited to the following:

- a. Private Neighborhood road, sidewalk, fencing, and street signage maintenance, repair and replacement.
- b. Fountain maintenance, repair and replacement, if any.
- c. Routine scheduled landscape maintenance, repair and replacement on individual Units except for specialty plantings (such as rose gardens) or landscaped areas intended to be for the private use of one Unit.
- d. Common interior lakes, seawall and lake appurtenance maintenance not otherwise the responsibility of District or the Association.
- e. Neighborhood Common Area and entry landscape maintenance, repair, replacement and litter removal.
- f. Common Neighborhood light fixture and project signage maintenance, repair and replacement.
- g. Routine scheduled exterior building maintenance, repairs, and replacements, which may include such items as painting, pressure cleaning, pool and spa cleaning and chemical treatment services and window washing.
- h. Security type services and facilities unique to this Neighborhood, if any.
- i. Common utilities such as common lighting and fountain electrical consumption, and common landscape irrigation.
- j. Neighborhood insurance expenses, if any.
- k. Social activities sponsored by the Neighborhood, if any.
- l. Management/Administrative and miscellaneous expenses of the Neighborhood Association.
- m. Mailbox maintenance, repairs and replacement.
- n. Neighborhood Common Area property taxes, District water management taxes and other similar charges and taxes, if any.
- o. Other items which may be deemed necessary or appropriate from time to time by the Neighborhood Board.

### 3.4 Reserve Funds.

There shall be established an adequate reserve fund for replacement and/or capital refurbishment of the Neighborhood Common Areas and facilities in amounts determined proper and sufficient by the Neighborhood Association. Each Owner acknowledges, understands and consents that such reserve funds are the exclusive property of the Neighborhood Association and that no Owner shall have any interest, claim or right to any reserve funds. The Neighborhood Association shall be responsible for maintaining the reserve funds in separate reserve accounts and to use such funds only for the appropriate Neighborhood capital costs and expenses.

### 3.5 Neighborhood Special Assessments.

The Owners shall be obligated to pay such Special Assessments as shall be levied by the Neighborhood Association pursuant to the Governing Documents. Special Assessments may be assessed against individual Units, a particular group of Units, or all Units within the Neighborhood.

### 3.6 Liability for Neighborhood Assessments.

Owners shall be liable for all Neighborhood Assessments for which they are liable pursuant to the Governing Documents and these Neighborhood Covenants and for all costs of collecting such Neighborhood Assessments in accordance with the Governing Documents and these Neighborhood Covenants. No Owner may avoid or disclaim such liability by reason of non-use of Neighborhood Common Areas or by abandonment.

### 3.7 Establishment of Liens.

The Owner of any Unit in the Neighborhood (by acceptance of a deed therefore, whether or not it shall be so expressed in any such deed or other conveyance) including any purchaser at a judicial sale, shall automatically become a member of the Neighborhood Association and shall hereafter be deemed to covenant and agree to pay the Neighborhood Association any annual assessments or charges, any special assessments, and all other types of assessments set forth in these Neighborhood Covenants; such assessments to be fixed, established, and collected, from time to time as provided herein, on the Unit and shall be a continuing lien upon the Unit against which each such assessment is made, and shall also be the personal obligation of the Owner of such Unit. No action shall be brought to enforce any assessment lien herein, unless thirty (30) days have expired following the date a Notice of Claim of Lien was deposited in the United States Mail, certified or registered, postage prepaid, to the Owner of the Unit, and a copy thereof recorded by the Neighborhood Association in the office of the clerk of the circuit court of Lee County, Florida (including interest on the unpaid assessment plus reasonable attorneys fees and expenses of collection in conjunction with the debt secured by said lien), and the name and address of the claimant. Such Notice of Claim of Lien shall be signed and acknowledged by an officer of the Neighborhood Association or its duly authorized representative. The lien shall continue until fully paid or otherwise satisfied.

### 3.8 Enforcement of Liens.

In addition to other provisions contained herein regarding enforcement, the Neighborhood Association and Declarant, as applicable, are hereby given the same rights and authority



regarding collection of the Neighborhood Assessments and enforcement of the liens for such Neighborhood Assessments, as are set forth in Section 6 of Article X of the General Covenants. An Owner of a Unit in the Neighborhood is under the same obligations with regard to the Neighborhood Association concerning Neighborhood Assessments as such Owner is to the Association for Assessments as set forth in Section 6 of Article X of the General Covenants.

### 3.9 Association Assessments.

Pursuant to Article X of the General Covenants the Association shall bill the Neighborhood Association for any assessments due pursuant to Article X of the General Covenants and such sums shall be paid directly to the Association. It is the obligation of the Neighborhood Association to collect any such Association assessments from its Members.

## ARTICLE IV PROTECTIVE COVENANTS

### 4.1 Pelican Landing Declaration.

Except as otherwise specifically provided below, the protective covenants as set forth in Sections 1 and 2 Article XII of the General Covenants are incorporated herein by reference.

### 4.2 Architectural Review.

No Dwelling Unit or other Structure or landscaping shall be commenced, erected, improved or altered, nor shall any grading, excavation, tree removal or change of exterior color or other work which in any way alters the exterior appearance of any landscaping, Structure or Dwelling Unit be commenced without approval as set forth in Article XI of the General Covenants. Furthermore, the Neighborhood Association shall consult with the Design Review Committee for all actions under Article XI of the General Covenants pertaining to the Neighborhood.

### 4.3 Neighborhood Common Architectural Theme.

Design considerations in the Neighborhood will be guided by a Common Architectural Theme to be established by Declarant and maintained by the Neighborhood Association in accordance with Article XI of the General Covenants. The elements of this Common Architectural Theme may include, but not be limited to, exterior building style, colors and materials, streetscaping, landscaping, and signage.

### 4.4 Subdivision of Units.

Subdivision of any Unit within the Neighborhood is prohibited unless otherwise permitted by the County and approved in writing by Declarant and in accordance with Article XI of the General Covenants.

#### 4.5 Building Setback Lines and Height of Building.

a. No Structure shall be erected or constructed on any Unit in the Neighborhood within the following minimum building setback areas:

(i) front property line:

for Dwelling Units with a front-entry garage - 20 feet

for Dwelling Units with a side-entry garage - 15 feet

(ii) side property line:

zero lot line - 0 feet

opposite side - 5 feet

structure to seawall - 5 feet

pool deck to seawall - 0 feet

(iii) rear property line:

Lots 1-7 & 32-41: structure 15 feet  
pool deck 15 feet

Lots 8-31: structure 10 feet  
pool deck 5 feet  
to water body - control elevation 20 feet  
pool deck to seawall 0 feet

b. Declarant reserves the right to authorize and approve minor variations of building setback lines for corner Units and odd-shaped Units at the time building plans are approved by Declarant.

c. No Structure shall be erected or constructed over a height of thirty-five (35) feet measured from the finished grade of the undeveloped Unit.

#### 4.6 Minimum Dwelling Unit Size.

Each Dwelling Unit shall contain a minimum of one thousand eight hundred (1800) square feet of living area. The method of determining the square feet of living area of proposed Dwelling Units shall be to multiply the outside horizontal dimensions of the Dwelling Units at each floor level. Garages, porches, patios, terraces, balconies and other similar Structures shall not be taken into account in calculating this square foot area.

**4.7 Use.**

All Units are restricted in use for a single-family detached or attached residence, designed for and occupied by one family. No more than one (1) Dwelling Unit may be built on a Unit. No Dwelling Unit may exceed two (2) stories without approval as set forth in Article XI of the General Covenants.

**4.8 Businesses.**

No trade, business, professional office, or any other type of commercial activity shall be conducted on any Unit or in any Dwelling Unit; however, notwithstanding this restriction, Declarant and its assigns shall not be prohibited from operating sales models and/or a sales office on any Unit. This restriction shall not be construed in such a manner as to prohibit an Owner from maintaining his personal professional library, keeping his business or personal records or accounts or handling his personal, business or professional telephone calls or correspondence in or from his Dwelling Unit.

**4.9 Landscaping and Irrigation.**

a. Each Owner shall submit to Declarant for approval a landscape and irrigation plan for that Owner's Unit in accordance with Article XI of the General Covenants.

b. Prior to making any change, variation or deviation from the approved plan, an Owner shall first obtain approval of the change, variation or deviation in accordance with Article XI of the General Covenants. Any additional landscaping to be installed after occupancy of any Dwelling Unit requires approval of Declarant prior to installation and as set forth in Article XI of the General Covenants.

c. Each Owner shall install or retain on such Owner's Unit the landscape material as approved in accordance with Article XI of the General Covenants. All landscaping, trees, shrubs and lawns on a Unit not maintained in common for the Neighborhood shall be maintained by the Owner of the Unit in good and living condition at all times, including any trees planted by Declarant on such Unit prior to the conveyance of the Unit to an Owner. Notwithstanding anything provided herein, if a tree must be replaced due to any action or inaction on the part of an Owner, his guests, lessees or invitees, the cost for such replacement shall be borne by such Owner and assessed against such Owner as a Neighborhood Special Assessment. The lien for this Special Assessment may be enforced by the Neighborhood Association in the same manner as provided in the General Covenants for the enforcement of Assessment liens by the Association.

d. The Owner of a Unit shall be responsible for maintaining and keeping in good working order the landscape irrigation system installed in or on the Owner's Unit not maintained in common for the Neighborhood.

e. No weeds, high grass, underbrush or other unsightly growth shall be permitted to grow or remain upon any part of the Neighborhood, including any Unit located in the

Neighborhood. If for any reason an Owner allows on such Owner's Unit high grass, underbrush or other unsightly growth and fails to correct same after five days notice from the Neighborhood Association then the Neighborhood Association shall have the right to enter upon the premises and make such corrections and shall charge the Owner for the cost of the corrections. Said charge shall be a Special Assessment against the Unit of the Owner responsible for the payment. The lien for this Special Assessment may be enforced by the Neighborhood Association in the same manner as provided in the General Covenants for the enforcement of Assessment liens. Notwithstanding anything provided herein, if any part of the Neighborhood is a wetland area, conservation area or other area required by any governmental authority to be maintained in its natural condition, such area shall be so maintained.

f. The Neighborhood Association may not change landscaping in the Neighborhood Common Areas without the prior written approval of the Declarant, and no Owner may change the trees or shrubs in the Neighborhood Common Areas, or any trees on any Unit which were installed by Declarant prior to the conveyance of such Unit from Declarant to an Owner, without approval by Declarant and in accordance with Article XI of the General Covenants.

#### 4.10 Drainage and Grading.

a. Surface water runoff on Units must be controlled and maintained so as not to cause any ponding, erosion or unfavorable impact on adjacent Units, Neighborhood Common Area, General Common Area, Exclusive Common Area, or District property. Units are required to drain toward the drainage system facilities provided in the Neighborhood and shall conform with overall District water management requirements.

b. Each Owner shall submit for approval a drainage and grading plan for that Owner's Unit in accordance with Article XI of the General Covenants. No change of the drainage or water management area shall be allowed without the prior written approval of the Declarant.

c. 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.

d. The minimum and maximum height of the building pad for a Dwelling Unit shall be the elevation of the finished grade (12 feet above sea level), and within such parameters as approved in accordance with Article XI of the General Covenants.

#### 4.11 Roofs.

Roofs shall be constructed of concrete tile, except as expressly approved in accordance with Article XI of the General Covenants and consistent with the Neighborhood Common Architectural Theme. All roofs shall have a minimum slope of 5:12.

#### 4.12 Driveways.

All driveways shall consist of brick pavers, or similar acceptable alternate designed and constructed only in accordance with the design and with the materials as approved in accordance with Article XI of the General Covenants, and must be maintained in a clean, neat and attractive manner.

#### 4.13 Garages, Carports, and Storage Areas.

a. No garage shall be erected which is separated from the Dwelling Unit unless specifically approved in accordance with Article XI of the General Covenants. Each Dwelling Unit shall have a garage which shall accommodate no fewer than two automobiles. Repair of vehicles shall be permitted only inside the garage. All garages must be constructed with doors that are equipped with operating, functioning automatic door openers and closers. The garage doors shall remain closed except upon entering or exiting the garage, or while the garage is otherwise reasonably in use.

b. Carports shall not be permitted or erected within the Neighborhood.

c. No unenclosed storage area shall be permitted. No enclosed storage area shall be erected which is separated from the Dwelling Unit which it serves.

#### 4.14 Spas, Hot Tubs, Swimming Pools and Enclosures.

a. The location of all swimming pools, spas and hot tubs, including enclosures and screens, must be approved in accordance with Article XI of the General Covenants.

b. Spas, hot tubs and swimming pools must be screened from the view of adjoining Units and streets by privacy walls, fences or landscaping at locations approved in accordance with Article XI of the General Covenants.

c. The design and materials of screen enclosures shall be compatible with the design and materials of the Dwelling Unit to which they are appurtenant. All screen enclosures shall be bronze tone. No flat screen enclosures, unless part of an approved mansard screen enclosure, are permitted, and the sloped portions of the screen enclosure shall have a pitch compatible with the pitch of the roof of the Dwelling Unit to which it is attached.

#### 4.15 Walls and Fences.

a. Walls and fences on Units shall not unreasonably block the views of adjacent Units. If a wall or fence on a Unit is approved in accordance with Article XI of the General Covenants, it shall be located in such a manner as to limit the area enclosed to that necessary to afford privacy.

b. No wall or fence shall be erected in the front yard of any Unit forward of the Dwelling Unit without approval in accordance with Article XI of the General Covenants.

c. A wall, fence or enclosure shall only be constructed of materials and with a design and color as approved in accordance with Article XI of the General Covenants. No chain link fencing shall be allowed unless specifically approved and with appropriate landscape screening.

#### 4.16 Mailboxes.

Mailboxes in harmony with the Neighborhood Common Architectural Theme shall be selected and installed by Declarant and maintained, repaired and replaced by the Neighborhood Association as a Neighborhood Expense.

#### 4.17 Exterior Lights.

All exterior lights not installed by Declarant must be installed and maintained by each Unit Owner in accordance with the uniform standards of design, material and location established in accordance with Article XI of the General Covenants. No exterior lighting fixtures or structures shall be placed in or about the Neighborhood, unless approved in accordance with Article XI of the General Covenants.

#### 4.18 Exterior Attachments to Structures.

a. No awnings, canopies, shutters and similar additions shall be attached or affixed to the exterior of any Dwelling Unit or Structure without approval in accordance with Article XI of the General Covenants. Storm shutters are acceptable in concept provided their design and color are approved.

b. Roof stacks and vents shall be placed so as not to be clearly or readily visible from any street or neighboring properties and shall be painted to match the approved roof color.

c. No solar collectors or devices shall be allowed without approval in accordance with Article XI of the General Covenants. Any such collector or device shall be located so as not to be readily visible from surrounding streets or Units.

#### 4.19 Decorative Objects.

No decorative objects such as weather vanes, sculptures, birdbaths, fountains and the like shall be placed or installed in or on the Neighborhood without approval in accordance with Article XI of the General Covenants.

#### 4.20 Garbage, Trash and Refuse Removal.

Garbage, trash and refuse removal shall be permitted to be made from the front yard if side or rear yard removal service is unavailable, and further provided that the trash containers are placed out front no sooner than the night before and removed no later than the night of the trash pickup day. Fully enclosed storage facilities for garbage and trash containers shall be required for each Dwelling Unit.

#### 4.21 Electronic Devices.

No outside satellite receptor dishes or devices or any other type of electronic device now in existence or that may hereafter come into existence, that are utilized or designed to be utilized for the transmission or reception of electronic or other types of signals shall be allowed without written approval in accordance with Article XI of the General Covenants. No ham radios or radio transmission equipment shall be operated or permitted to be operated in the Neighborhood without the prior written consent of the Neighborhood Association.

#### 4.22 Signs.

All signage in the Neighborhood shall be approved in accordance with Articles XI and Section 2(b) of Article XII of the General Covenants, as well as any applicable Rules of the Association and the Neighborhood Association.

#### 4.23 Lake Pollution Control.

The Neighborhood Board may adopt regulations prohibiting or restricting activities in reasonably close proximity to the lake systems which may, in the Neighborhood Board's judgment, pose a threat of pollution to them. Among other activities, the Neighborhood Board may regulate landscape fertilization, car washing, bug spraying, and other activities which may result in the contamination of the lake systems and activities which may result in the flow of sediments into them.

#### 4.24 Use of Lake Water Prohibited.

Lake or pond water is not to be used for landscape irrigation or other household uses.

#### 4.25 Increase in Insurance Rates.

No Owner may take any action which will result in an increase in the rate of any insurance policy or policies covering any portion of, or activity of, the Neighborhood Association.

#### 4.26 Additional Rules.

The Neighborhood Association shall, from time to time, amend or promulgate rules and regulations with respect to the Neighborhood as it determines to be in the best interests of the Neighborhood and the Owners.

#### 4.27 In Home Electronic "Security" Systems - Remote Monitoring.

In an effort to enhance the privacy of the Neighborhood, each Owner may, at Owner's election, have installed in such Owner's Dwelling Unit, at Owner's expense, an electronic "security" system which may be designed so that it is capable of being monitored by a remote central station. It shall be the Owner's responsibility to maintain the system in full operational condition. NEITHER DECLARANT, THE COMMUNITY ASSOCIATION, NOR THE NEIGHBORHOOD SHALL BE LIABLE FOR ANY HARM, DAMAGE OR LOSS ARISING FROM THE OPERATION OF THE SYSTEM OR ITS FAILURE TO OPERATE. ANY WARRANTY OR LIABILITY FOR THE SYSTEM'S DESIGN, INSTALLATION, OPERATION, OR MONITORING SHALL BE BETWEEN THE OWNER AND THE

CONTRACTOR(S) AND SUPPLIER(S) FOR THE SYSTEM. NO GUARANTY OF ITS EFFECTIVENESS IS MADE BY ANY PARTY. Additionally, the Neighborhood Association may, but shall not be obligated to, implement, maintain or subsidize certain other security activities within the Neighborhood.

**4.28 Preservation Areas.**

There are wetland and wooded areas in the Neighborhood designated as preservation areas to be preserved in their natural state and no development, construction or maintenance is to take place in those areas without approval by all applicable governmental agencies.

**4.29 Private Roads.**

No Unit, or any part thereof, shall be opened, dedicated or used as a street, road or thoroughfare, without obtaining the prior written consent of the Declarant.

**4.30 Neighborhood Common Areas.**

The Neighborhood Common Areas shall be used only for the purposes for which they are intended to be used and the furnishing of services and facilities for the enjoyment of Owners.

**4.31 Declarant Exemption.**

Declarant or its successors or assigns will undertake the work of constructing Dwelling Units upon the Units. The completion of that work and the sale, rental and other disposal of Units is essential to the establishment and welfare of the Neighborhood. Therefore, the Declarant shall be exempt from such of the above restrictions in its use of the Neighborhood as is reasonably necessary to permit it to develop and sell Units, including but not limited to using one or more units for sales models, offices, entertainment, etcetera.

**4.32 Violation.**

Upon violation of any of the Rules or Regulations, adopted as provided as herein provided, or upon violations of any of the provisions of this Declaration by an Owner or his family, tenants, or guests, the Declarant, the Neighborhood Association or any Owner, may bring an action for specific performance, declaratory decree or injunction. The successful party shall be entitled to recover costs and reasonable attorneys fees incurred in such action.

**ARTICLE V**  
**LEASES AND TENANTS**

**5.1 Application.**

The Neighborhood Covenants and the other Governing Documents shall apply not only to Owners, but also to any lessee or tenant or other party who is occupying a Dwelling Unit by way of lease, express or implied, license or invitation.



### 5.2 Leasing Requirements and Limitations.

Each time an Owner leases his Dwelling Unit, he shall give written notice of such lease to the Neighborhood Association with the name and address of the lessee and such other information as the Neighborhood Association may reasonably require on forms that are supplied by the Neighborhood Association or a copy of the lease. No Owner may lease his Dwelling Unit for a Term of less than one (1) month or for a term of more than two (2) years. An Owner may lease his Dwelling Unit no more than three (3) times in any twelve (12) month period. However, if a tenant defaults under the terms of a lease and the lease is therefore prematurely terminated, the Neighborhood Board may, in its sole discretion, permit a second lease within such twelve (12) month period.

### 5.3 Failure to Notify.

Failure of an Owner to notify any Person of the existence of the provisions of the Governing Documents, including these Neighborhood Covenants shall not in any way act to limit the right of the Neighborhood Association to enforcement of the provisions of same against such Person.

### 5.4 Enforcement.

The Neighborhood Association may enforce the provisions of these Neighborhood Covenants and the Governing Documents against any Person occupying a Dwelling Unit whether Owner, lessee, tenant, invitee, guest or other Person. Further, each Owner hereby irrevocably delegates to Declarant and to the Neighborhood Association the power to enforce any provisions of any lease or license or other agreement permitting occupancy of the Dwelling Unit to the extent it may against an Owner. The right of enforcement includes the right to evict such lessee, tenant, invitee, guest or other such Person pursuant to Florida Statutes, in the event any such Person violates any of the provisions of the General Covenants or these Neighborhood Covenants. Declarant or the Neighborhood Association shall be entitled to all costs in connection thereof including, but not limited to, attorneys' fees.

### 5.5 Right to Use Facilities.

During any period when an Owner has leased his Dwelling Unit or otherwise permitted his Dwelling Unit to be occupied only by someone other than Owner, the Owner's right to use any of the recreational facilities otherwise available to Owners shall be suspended, unless otherwise specifically authorized by the Neighborhood Association.

**ARTICLE VI**  
**MAINTENANCE, REPAIRS AND ALTERATIONS**

**6.1 Dwelling Unit Owners.**

a. Except as set forth below in this Article VI, each Owner shall maintain in good condition and repair and replace at his expense when necessary all portions of his Unit and Dwelling Unit.

b. Except for those items for which the Neighborhood Association is responsible, each Owner must perform promptly all such maintenance, repairs and replacement, which, if not performed, would affect a Dwelling Unit or Unit belonging to any other Owner of the Neighborhood Property. Each Owner shall be liable for any damages that arise due to his failure to perform the above maintenance, repairs and replacement. Each Owner shall pay for any utilities which are separately metered and charged to his Unit or Dwelling Unit. Unless maintained by the Neighborhood Association or Association, each Owner shall be responsible for the maintenance of any tree located on his Unit which was planted by Declarant prior to Declarant's conveyance of the Unit to an Owner.

c. No Owner shall make any alteration in or on the Neighborhood Common Areas, or the portions of a Unit or Dwelling Unit which may be maintained by the Neighborhood Association, including any trees planted by Declarant prior to the conveyance of a Unit to an Owner, or the Neighborhood Association, remove any portion thereof, make any additions thereto or do anything which shall or may jeopardize or impair the safety or soundness of the Neighborhood Property or which, in the sole opinion of Declarant, would detrimentally affect the architectural design of the Neighborhood Property. Any alteration or addition to the Neighborhood Property by an Owner shall be deemed to detrimentally affect the architectural design of the Neighborhood Property, unless approved pursuant to the provisions of these Neighborhood Covenants and the General Covenants.

d. No Owner shall paint, stain, alter, decorate, enclose or change the Neighborhood Common Areas.

e. Each Owner shall promptly report to the Neighborhood Association or its agents any defect or need for repair on the Neighborhood Property or his Unit for which the Neighborhood Association or another party is responsible to maintain and repair upon the Owner's becoming aware of such defect or need.

f. Each Owner acknowledges and recognizes that any officer of the Neighborhood Association or any agent of the Neighborhood Board shall have the irrevocable right to have access to each Unit and Dwelling Unit from time to time during reasonable hours as may be necessary for emergency repairs to prevent damage to the Neighborhood Common Areas, or to another Unit or Dwelling Unit.

## 6.2 Neighborhood Association.

a. Except as required of Owners in the Governing Documents, the Neighborhood Association shall repair, maintain and replace as necessary the Neighborhood Common Areas.

b. As it shall determine from time to time, the Neighborhood Association may, but shall not be obligated, to provide maintenance services to the Neighborhood, paid by Neighborhood Assessments, including but not limited to those listed in Article 3.3 hereof.

c. The Neighborhood Association shall have the right to make or cause to be made structural changes and improvements to the Neighborhood Common Areas which are approved by the Neighborhood Board and which do not prejudice the right of any Owner or any Mortgagee; provided, however, except in the case of an emergency, if the cost of the same shall exceed Ten Thousand and no/100 Dollars (\$10,000.00), the affirmative vote representing seventy-five percent (75%) of the Units shall be required in addition to such Board approval, and the cost of such alterations and improvements shall be assessed against the Owners in the Neighborhood in the manner provided in the Governing Documents.

d. The Neighborhood shall be responsible for the maintenance of any drainage facilities in the Neighborhood that are not maintained by the District.

## ARTICLE VII CASUALTY INSURANCE AND DESTRUCTION OF IMPROVEMENTS

### 7.1 Reconstruction of Structures or Improvements.

If a Structure or other improvement is damaged or destroyed by a casualty loss or other loss, then within a reasonable period of time after such incident, as determined by Declarant, the Owner thereof shall either commence to rebuild or repair the damaged Structure or improvement and diligently continue such rebuilding or repairing until completion or properly clear the damaged Structure or improvement and restore or repair the Unit in a manner aesthetically satisfactory to Declarant. As to any such reconstruction of a destroyed Structure or improvement, the same shall be replaced with identical Structures or improvements or as are approved by Declarant, the Association and the Neighborhood Association in accordance with the Governing Documents.

### 7.2 Special Assessment for Construction of Structures or Improvements.

Any and all sums necessary to repair, replace, construct or reconstruct any Structure or improvements upon the Neighborhood Common Areas damaged by any casualty not covered in whole or in part by insurance shall be the subject of a Neighborhood Special Assessment. Any difference between the amount of insurance proceeds received with respect to such damage and the amount of funds necessary to repair, replace, construct or reconstruct the building or improvement so damaged shall be a Neighborhood Expense provided same shall be the subject of a Neighborhood Special Assessment, and the Neighborhood Association will levy a

Neighborhood Special Assessment for the funds necessary to pay such Neighborhood Expense within ninety (90) days from the date such damage was incurred.

## ARTICLE VIII EASEMENTS

### 8.1 Perpetual Nonexclusive Easement to Public Ways.

The walks and private streets in the Neighborhood shall be and the same are hereby declared and reserved to be subject to a perpetual nonexclusive easement over and across the same for ingress, egress and access to and from the public ways in favor of the Association and the Neighborhood Association to fulfill their respective obligations under the Governing Documents, the Declarant, its successors and assigns, and the Owners of Units in the Neighborhood for their use and for the use of their families, guests, invitees, and lessees and for all proper and normal purposes, as an appurtenant to their respective Units. The easement rights hereunder shall be used in a manner consistent with the structural design of any improvements in the Neighborhood and shall not be used in a manner so as to create a nuisance.

### 8.2 Easements and Cross-Easements on Neighborhood Common Areas.

Declarant, for itself, its successors and assigns, the Neighborhood and the Neighborhood Association, reserves the right to impose upon the Units and Neighborhood Common Areas henceforth and from time to time such easements and cross-easements for ingress and egress for the installation, maintenance, construction and repair of facilities, including, but not limited to, electric power, telephone, governmental purposes and services, sewer, water, gas, drainage, lake maintenance, irrigation, lighting, television transmission, emergency vehicle access, limited access assurance services, garbage and waste removal and the like as it deems to be in the best interests of and necessary and proper for, Pelican Landing and for the Neighborhood.

### 8.3 Easement for Encroachments.

All of the Neighborhood shall be subject to easements for encroachments, which now or hereafter exist, caused by settlement or movement of any improvements upon the Neighborhood Property or improvements contiguous thereto, or caused by minor inaccuracies in building or rebuilding of such improvements or for the encroachment of common facilities upon Units. The above easements shall continue until such encroachments no longer exist.

### 8.4 Maintenance Easements.

There shall be easements for maintenance and repair of any Dwelling Unit or Structure over and across the abutting Unit on its zero lot line side, if any, in favor of the Owner of the Dwelling Unit provided the easement does not extend beyond ten (10) feet from the Owner's property line and that maintenance and repair is conducted in a reasonable, timely manner, with reasonable notice to the neighbor, and during reasonable hours, and further provided that the Owner is responsible for the cost of any damage or other liability arising from such maintenance and repair activities.

**8.5 Easement of Enjoyment and Use.**

Every Owner of a Unit in the Neighborhood shall have a non-exclusive right and easement of enjoyment and use in and to the Neighborhood Common Areas for their intended purposes, which right and easement shall be appurtenant to and shall pass with the title to the Unit, subject to the Governing Documents, and these Neighborhood Covenants and all applicable governmental regulations.

**8.6 Easements for Utility Connection.**

Every Owner shall have the right to connect and make use of utility lines, wires, pipes, conduits, cable television lines, sewers, irrigation, and drainage lines which may from time to time be in or along the Neighborhood Common Area adjacent to such Owner's Unit, and which are intended for such Owner's use.

**8.7 Easement for District Maintenance.**

Declarant, the Association or the Neighborhood Association shall grant to the District by separate instruments easements through the Neighborhood for ingress, egress and access for maintenance of any portions of the Neighborhood which the District is or may be required to maintain. Such easements shall be subject to the obligation of the District to repair any damage it may cause as a result of its use of such easements.

**8.8 Easement for Neighborhood Association.**

Easements through the Neighborhood are hereby granted to the Neighborhood Association for ingress, egress and access for maintenance of any portions of Pelican Landing which the Neighborhood Association is or may be required to maintain, and for such other proper purposes of the Neighborhood Association, which activities shall be carried out to the extent reasonably practicable with due regard for the property and privacy rights of the Owners.

**8.9 Overhang Easements.**

Easements for encroachment, maintenance and repair of the building overhang of any building over and across the abutting Unit in favor of the Owner of the building with the overhang shall exist provided the overhang does not extend beyond three (3) feet from the Owner's property line and that the maintenance and repair is conducted in a reasonable manner and during reasonable hours.

**ARTICLE IX**  
**AMENDMENTS TO NEIGHBORHOOD COVENANTS**

**9.1 Amendment of Neighborhood Covenants.**

a. In addition to any other right of amendment or modification provided for in the General Covenants or in these Neighborhood Covenants, in which case those provisions shall apply, Declarant may, in its sole discretion, by an instrument filed of record, modify, enlarge, amend, waive or add to the covenants, conditions, restrictions and other provisions of these

Neighborhood Covenants so long as the same do not substantially impair the general development plan of the Neighborhood. If an amendment to these Neighborhood Covenants is required by any governmental or quasi-governmental entity, including, but not limited to, the Federal National Mortgage Association (FNMA), the Federal Home Loan Mortgage Corporation (FHLMC), the Federal Department of Housing and Urban Development (HUD), the Veterans' Administration (VA) and the Federal Housing Administration (FHA), such amendments may be made by Declarant in its sole discretion. Nothing contained herein shall require Declarant to make an amendment to these Neighborhood Covenants for any purpose whatsoever.

b. Except as set forth in Paragraph (a) above, the process of amending or modifying these Neighborhood Covenants shall be as follows:

1. Until all Units or Dwelling Units in all phases of this Neighborhood have been sold by Declarant, all amendments or modifications shall be made only by Declarant without the requirement of the consent of the Owners in this Neighborhood, the Neighborhood Association, or the Association, or Mortgagees or any other Person, provided, however, that the Neighborhood Association shall, forthwith but not more than ten (10) days after request of Declarant, join in any such amendments or modifications and execute such instruments to evidence such joinder and consent as Declarant shall, from time to time, request. Failure to so join and consent to an amendment or modification, if any, shall not be cause to prevent such modification or amendment from being made by Declarant or to affect the validity thereof.

2. After Declarant has sold all the Units or Dwelling Units in all phases of this Neighborhood, these Neighborhood Covenants may be amended (a) by the consent of the Owners of two-thirds (2/3) of all Units in the Neighborhood together with (b) the approval or ratification of a majority of the Neighborhood Board. The aforementioned consent of the Owners may be evidenced by a writing signed by the required number thereof or by the affirmative vote of the required number thereof at any regular or special meeting of the Neighborhood called and held in accordance with the Neighborhood By-Laws, evidenced by a certificate of the Secretary or an Assistant Secretary of the Neighborhood Association.

3. Amendments for correction of scrivener's errors or other non-material changes may be made by Declarant alone without the need for consent of the Neighborhood Association, Owners or any other Persons or Mortgagees, at any time.

4. Notwithstanding anything to the contrary herein contained, no amendment to these Neighborhood Covenants shall be effective which shall impair or prejudice the rights or priorities of Declarant under the Neighborhood Covenants or other Governing Documents without specific written approval of Declarant.

5. After the sale of all Units or Dwelling Units in all phases of the Neighborhood, a true copy of any amendment to these Neighborhood Covenants shall be sent certified mail to Declarant and Mortgagees within ten (10) days of its adoption.

6. Notwithstanding anything contained herein, Supplements are not amendments and need only be executed by Declarant.

## ARTICLE X GENERAL PROVISIONS

### 10.1 Neighborhood Covenants Run with the Land.

The covenants, reservations, restrictions and other provisions of these Neighborhood Covenants shall run with and bind the Neighborhood subject hereto and shall inure to the benefit of the Declarant and all Owners subject to these Neighborhood Covenants, their respective legal representatives, heirs, successors and assigns, for a term of thirty (30) years from the date these Covenants are recorded, after which time these covenants, conditions, restrictions, and other provisions shall automatically be extended for successive periods of ten (10) years, unless an instrument signed by the Owners of at least two-thirds (2/3) of the Units in the Neighborhood has been recorded agreeing to terminate (if not prohibited by other provisions of these Neighborhood Covenants) these covenants, conditions, restrictions or provisions in whole or in part.

### 10.2 Condemnation.

If the Community Association or Neighborhood Association receives any award or payment arising from any taking of the Neighborhood Common Areas or any part thereof as a result of the exercise of the right of condemnation or eminent domain, the net proceeds thereof shall first be applied to the restoration of remaining Neighborhood Common Areas and improvements thereon to the extent deemed advisable by the Neighborhood Association and the remaining balance of such net proceeds, if any, shall then be held by the Neighborhood Association for the use of the Neighborhood.

### 10.3 Non-liability of Declarant.

Declarant shall not in any way or manner be held liable or responsible for any violation of these Neighborhood Covenants by any Person other than Declarant.

### 10.4 Severability.

If any provision of these Neighborhood Covenants is held to be invalid in whole or in part by any court of competent jurisdiction, then such holdings shall in no way affect the validity of the remaining provisions of these Neighborhood Covenants, all of which shall remain in full force and effect, and such holdings shall be limited to their most narrow applications.

### 10.5 Gender.

Whenever in these Neighborhood Covenants the context so requires, the singular number shall include the plural, and the converse; and the use of one gender shall be deemed to include the other gender.

#### 10.6 Construction.

The provisions of these Neighborhood Covenants shall be liberally interpreted and construed to provide maximum flexibility consistent with Declarant's general plan for development of the Neighborhood and the purposes set forth herein. The provisions of these Neighborhood Covenants shall not be more strongly construed against any party regardless who was more responsible for the preparation hereof.

#### 10.7 Rule Against Perpetuities.

In the event any court should hereafter determine any provisions as originally drafted herein are in violation of the rule of property known as the "rule against perpetuities" or any other rule of law because of the duration of the period involved, the period specified in these Neighborhood Covenants shall not thereby become invalid, but instead shall be reduced to the maximum period allowed under such rule of law, and for such purpose, "measuring lives" shall be those of the signatories hereof.

#### 10.8 Notices.

Any notice permitted or required to be delivered by mail, shall be deemed to have been delivered seventy-two (72) hours after a copy of the same has been deposited in the United States mail, postage prepaid, addressed to any Person as provided elsewhere herein.

#### 10.9 Enforcement.

a. Declarant reserves unto itself and its designees the right and the power (i) to enforce the covenants, conditions, restrictions and other provisions of these Neighborhood Covenants, and (ii) to delegate or assign, either exclusively or non-exclusively, any or all of its rights, powers, duties or privileges hereto to the Neighborhood Association, any Owner, or to any other designee.

b. If Declarant does not enforce the covenants, conditions, restrictions or other provisions of these Neighborhood Covenants, then the following parties may in the following priority enforce same as hereinafter set forth: (i) the Neighborhood Association; or (ii) an Owner. If a party with a lesser priority desires to enforce these Neighborhood Covenants, then that party must first give thirty (30) days written notice to the parties with higher priority, starting first with Declarant, that the noticing party intends to initiate enforcement upon the expiration of such thirty (30) days, and if during such period the parties with the higher priority do not initiate enforcement procedures then the party of the lesser priority may so initiate such enforcement procedures. A party not initiating enforcement procedures shall incur no liability whatsoever for such non-enforcement.

c. Declarant, its designees or any other party having the right to enforce these Neighborhood Covenants, if any, pursuant to subparagraph (b) above shall have the right and the power to enforce the covenants, conditions, restrictions and other provisions imposed by these Neighborhood Covenants by any proceeding at law or in equity against any Person or entity violating or attempting violation of such provisions, and to enforce any lien created by



these Neighborhood Covenants or the General Covenants. Failure by Declarant, or the Neighborhood Association, to enforce any such provision shall in no event be deemed a waiver of its right to do so thereafter.

d. The costs and attorneys' fees, including those resulting from any appellate proceedings, incurred by Declarant or its designees or a party having the right to enforce these Neighborhood Covenants, if any, pursuant to subparagraph (b) above, who prevails in any such enforcement action, and any action against a Person or entity to enforce any provisions of the General Covenants shall be a personal obligation of such Person which shall be paid by such Person.

#### 10.10 Fines.

In addition to all other remedies provided for in these Neighborhood Covenants and the General Covenants, the Neighborhood Association shall have the right to impose a fine on an Owner for failure of an Owner, or his family members, guests, invitees, tenants and licensees to comply with any of the provisions of these Neighborhood Covenants or the Rules; provided, however, the Neighborhood Association grants reasonable notice and opportunity to be heard. The decisions of the Neighborhood Association shall be final. Fines shall be in such reasonable amounts as the Neighborhood Association shall determine. Fines shall be considered as Neighborhood Special Assessments against the Owner's Unit. The Neighborhood Association shall impose fines in the manner set forth in the Neighborhood By-Laws.

#### 10.11 Right of Declarant to Transact Business and to Sell or Lease.

a. The provisions, restrictions, terms and conditions of Articles IV and V hereof shall not apply to Declarant as an Owner, and in the event and so long as Declarant shall own any Unit, whether by reacquisition or otherwise, Declarant shall have the absolute right to lease, sell, convey, transfer, mortgage or encumber in any way any such Unit upon any terms and conditions as it shall deem to be in its own best interests.

b. Notwithstanding the other provisions of these Neighborhood Covenants, Declarant reserves and Declarant and its nominees shall have the right to enter into and transact in the Neighborhood any and all business necessary to consummate the sale, lease or encumbrance of Units or real property in The Cottages at Pelican Landing, including, but not limited to, the right to maintain models, a sales area and a sales office, place signs, employ sales personnel, use the Neighborhood Common Areas and show Units or Dwelling Units, and Declarant reserves and shall have the right to make repairs and carry on construction activity. Declarant and its nominees may exercise the foregoing rights without notifying the Neighborhood Association. Any such models, sales area, sales office, signs and any other items pertaining to such sales and construction efforts shall not be considered a part of the Neighborhood Common Areas and shall remain the property of Declarant. Paragraphs (a) and (b) of this Article may not be suspended, superseded or modified in any manner by any amendment to these Neighborhood Covenants unless such amendment is first consented to in writing by Declarant. This right of use and transaction of business as set forth in this Paragraph (b), the provisions of Paragraph (a) of this

Article and the other rights reserved by Declarant in these Neighborhood Covenants may be assigned in writing by Declarant in whole or in part.

**10.12 Alterations of Units and Neighborhood Common Areas by Declarant.**

Declarant reserves the right to combine two or more Units into one Unit, or to sever any Unit as long as Declarant owns the Units so altered; and to make aesthetic alterations to the exterior of the Neighborhood Common Areas, which, in Declarant's reasonable discretion, are in the best interest of the Neighborhood. If the alterations require an amendment to the Neighborhood Covenants, then an amendment of these Neighborhood Covenants shall be filed by Declarant in accordance with the provisions of this paragraph. Such amendment ("Declarant's Amendment") need be signed and acknowledged only by Declarant and shall not require approval of the Community Association, other Owners or lienors or Mortgagees of the Units, whether or not such approvals are elsewhere required for an amendment of these Neighborhood Covenants. This amendment may adjust the voting rights and assessment obligations attributable to the Units or Dwelling Units being affected by the alterations and may be made as a Declarant's Amendment so long as Declarant owns the Units for which such shares are being so adjusted.

**10.13 Constructive Notice and Acceptance.**

Every person who owns, occupies or acquires any right, title, estate or interest in or to any Unit or other portion of the Neighborhood does agree to, and shall be conclusively deemed to have consented and agreed to, every limitation, restriction, easement, reservation, condition and covenant contained herein, whether or not any reference to these restrictions is contained in any instrument by which such person acquired an interest in such property.

**10.14 Property Units.**

In accordance with Article I, Section 34 of the General Covenants, Declarant assigns to the Neighborhood one (1) Property Unit for each Homesite in the Neighborhood for a total of (17) Property Units assigned to the Neighborhood.

**ARTICLE XI**  
**MORTGAGEE PROTECTION CLAUSES**

The following provisions are for the benefit of Mortgagees and to the extent these provisions conflict with any other provisions of the Neighborhood Covenants, these provisions shall control:

**11.1 Notice of Owner's Default.**

Each Mortgagee, at its written request, is entitled to written notification from the Neighborhood Association of any default by the Owner of any Unit encumbered by Mortgagee's mortgage in the performance of such Owner's obligations under these Neighborhood Covenants, the Articles of Incorporation, and By-Laws of the Neighborhood Association which default is not cured within thirty (30) days after the Neighborhood Association learns of such default;

**11.2 Subordination of Assessment Lien.**

Any Mortgagee which obtains title to a Unit pursuant to the remedies provided in its mortgage or by deed in lieu of foreclosure, shall take title to such Unit free and clear of any claims of unpaid assessments or charges due to the Neighborhood Association against such Unit which accrued prior to the acquisition of title to such Unit by the Mortgagee except to the extent a Notice of Claim of Lien therefore was filed prior to the recording of said mortgage;

**11.3 Examination of Books and Records.**

Mortgagees shall have the right to examine the books and records of the Neighborhood Association during normal business hours upon twenty-four (24) hours prior written notice thereof to the Neighborhood Association;

**11.4 Notices to Mortgagees.**

All Mortgagees who have registered with the Neighborhood Association shall be given; (i) thirty (30) days written notice prior to the effective date of any proposed, material amendment to these Neighborhood Covenants or the Articles of Incorporation or By-Laws of the Neighborhood Association and prior to the effective date of any termination of any agreement for professional management of the Neighborhood Common Areas following a decision of Owners to assume self-management of the Neighborhood Common Areas; and (ii) immediate notice following any damage to the Neighborhood Common Areas whenever the cost of reconstruction exceeds Ten Thousand Dollars (\$10,000.00), and as soon as the Neighborhood Board learns of any threatened condemnation proceeding or proposed acquisition of any portion of the Neighborhood Common Areas;

**11.5 Right of Reimbursement.**

Mortgagees may, jointly or singly, pay taxes or other charges which are in default and which may or have become a charge against any Neighborhood Common Areas or facilities and may pay any overdue premiums on hazard insurance policies, or secure new hazard insurance coverage on the lapse of a policy, for such Neighborhood Common Areas, and Mortgagees making such payments shall be owed immediate reimbursement therefore from the Association.

IN WITNESS WHEREOF, DECLARANT, Pelican Landing Communities, Inc., a corporation organized and existing under the laws of the State of Florida, does hereby execute these Neighborhood Covenants for The Cottages at Pelican Landing Neighborhood by its duly authorized officers.

OR2570 PG1921

WITNESSES:

Susan Lawrence

Pamela Probus

PELICAN LANDING  
COMMUNITIES, INC.

Terry P. Archer  
By: Terry P. Archer  
Its: Vice President

Date: 11-21-94

(CORPORATE SEAL)

STATE OF FLORIDA  
COUNTY OF ~~LEE~~ Collier

The foregoing instrument was acknowledged before me this 21st day of November 1994, by Terry P. Archer, Vice President of Pelican Landing Communities, Inc., a Florida corporation, on behalf of the corporation. He is personally known to me.

Pamela Probus  
Print: PAMELA PROBUS

Notary Public

Commission # CC11601010  
Commission Expires:

NOTARY PUBLIC, STATE OF FLORIDA  
MY COMMISSION EXPIRES: Dec. 9, 1995  
BONDED THRU NOTARY PUBLIC UNDERWRITERS

IN WITNESS WHEREOF, Pelican Landing Community Association, Inc., a corporation, not-for-profit, organized and existing under the laws of the State of Florida, does hereby join in and execute these Neighborhood Covenants for The Cottages at Pelican Landing Neighborhood by its duly authorized officers.

WITNESSES:

PELICAN LANDING COMMUNITY  
ASSOCIATION, INC.

Berni Erickson

DLS  
By: Douglas L. Schwartz  
Its: President

Virginia A. Tusler

Date: 11-16-94

(CORPORATE SEAL)



STATE OF FLORIDA  
COUNTY OF LEE

The foregoing instrument was acknowledged before me this 16 day of NOVEMBER, 1994, by Douglas L. Schwartz, President of Pelican Landing Community Association, Inc., a not-for-profit, organized and existing under the laws of the State of Florida, on behalf of the corporation. He is personally known to me.

Virginia A. Tusler  
Print: VIRGINIA A. TUSLER

Notary Public

Commission # CC090531  
Commission Expires:



VIRGINIA A. TUSLER  
MY COMMISSION EXPIRES  
April 23, 1995  
BONDED THRU NOTARY PUBLIC UNDERWRITERS

m:\cottage\ccr  
October 18, 1994

95 JAN 25 PM 3:49

0R2570 P61923

SCHEDULE "A"

THE COTTAGES AT PELICAN LANDING

Sites 1 through 17, inclusive,  
and Tracts "B", "C", "D", "G",  
"H", "I", and "O", and all of  
Tract "A" lying west of a line  
drawn from the southernmost point  
on the westerly boundary of Site  
41 to the northernmost point on  
the easterly boundary of Tract  
"G", according to the plat of  
Pelican Landing Unit Eighteen,  
recorded in Plat Book 56,  
pages 21 through 26,  
inclusive, Public Records of Lee  
County, Florida.

15.00  
 This instrument prepared by:  
 Vivien N. Hastings, Esquire  
 801 Laurel Oak Drive, Suite 500  
 Naples, FL 33963

4061779

**FIRST AMENDMENT TO THE  
 DECLARATION OF PROTECTIVE COVENANTS,  
 CONDITIONS, RESTRICTIONS AND EASEMENTS FOR  
 THE COTTAGES AT PELICAN LANDING NEIGHBORHOOD  
 (NEIGHBORHOOD COVENANTS)**

This First Amendment to the Declaration of Protective Covenants, Conditions, Restrictions and Easement for the Cottages at Pelican Landing Neighborhood is made this 31 day of OCT, 1996, by WCI Communities Limited Partnership, a Delaware limited partnership, successor by merger of Pelican Landing Communities, Inc. ("Declarant").

**PREMISES:**

A. The Declaration of Protective Covenants, Conditions, Restrictions and Easements for the Cottages at Pelican Landing Neighborhood was recorded in Official Records Book 2570, Pages 1894 through 1923, inclusive, of the Public Records of Lee County, Florida ("Neighborhood Covenants") by Declarant.

B. Article IX, Section 9.1 of the Neighborhood Covenants provides that until all Units or Dwelling Units in all phases of the Neighborhood have been sold by Declarant, Declarant may, in its sole discretion, by an instrument filed of record, modify, enlarge, amend, waive or add to the covenants, conditions, restrictions and other provisions of the Neighborhood Covenants so long as the same do not substantially impair the general development plan of the Neighborhood.

C. Declarant desires to reference, in the Recitals, the Forty-fifth Supplement to the Declaration and General Protective Covenants for Pelican Landing which subjected additional property to the Declaration (as defined therein).

D. Declarant desires to subject additional property to the Neighborhood Covenants.

E. Declarant desires to sell the remaining available Units in the Neighborhood to a successor developer who will develop the Neighborhood in accordance with the Neighborhood Covenants.

F. Declarant desires to amend the Neighborhood Covenants to reflect that the successor developer is and shall be the Declarant under the Neighborhood Covenants.

NOW THEREFORE, the Neighborhood Covenants are hereby amended as follows:

1. Paragraph B. of the Recitals is hereby amended in its entirety to read as follows:

"B. Declarant subjects to the provisions of the General Covenants and the jurisdiction of the Pelican Landing Community Association, Inc., the Land (as defined herein) by virtue of that certain Thirty-first Supplement to the Amended and Restated Declaration and General Protective Covenants for Pelican Landing recorded in Official Records Book 2570, Page 1891, and by virtue of that certain Forty-fifth Supplement to the Amended and Restated Declaration and General Protective Covenants for Pelican landing recorded in Official Records Book 2762 Page 1776, all of the Public Records of Lee County, Florida."

2. Article I, Paragraph I. is hereby amended in its entirety to read as follows:

"I. "Land" shall mean the real property subject to these Neighborhood Covenants, which is that real property described as Lots 1 through 41, inclusive, and Tracts "A", "B", "C", "D", "E", "G", "H", "I" and "O", according to the plat of Pelican Landing Unit Eighteen, recorded in Plat Book 56, Pages 21 through 26, inclusive, of the Public Records of Lee County, Florida, as may be expanded or amended from time to time."

3. Article X, Section 10.14, is hereby amended to read as follows:

"10.14 Property Units.

In accordance with Article I, Section 34 of the General Covenants, Declarant assigns to the Neighborhood one (1) Property Unit for each Homesite in the Neighborhood for a total of forty-one (41) Property Units assigned to the Neighborhood."

4. As appropriate all references to Declarant shall mean and refer to the successor developer, Deman Corporation, a Delaware corporation.



96 NOV 12 PM 1:01

0R2762 PG17211

5. Notwithstanding the foregoing, WCI Communities Limited Partnership, as developer of the Pelican Landing community, shall retain ultimate review and approval rights with respect to the following Sections of the Neighborhood Covenants and no amendment or modification thereto shall be of any force or effect unless and until approved in writing by WCI Communities Limited Partnership: Sections 2.3, 4.4, 4.29, 9.1 and 10.12.

All other terms and conditions of the Neighborhood Covenants not specifically amended hereto shall remain in full force and effect as if fully stated herein.

IN WITNESS WHEREOF, WCI COMMUNITIES LIMITED PARTNERSHIP, a Delaware limited partnership, has executed this First Amendment to the Declaration of Protective Covenants, Conditions, Restrictions and Easements for the Cottages at Pelican Landing Neighborhood on the day and year first above written.

WITNESSES:

WCI COMMUNITIES LIMITED PARTNERSHIP

By: [Signature]  
 Print Name: LAUREL Y. SITTERLY Jerry H. Schmoyer  
 Senior Vice President

[Signature]  
 Print Name: VIRGINIA A. TUSLER

STATE OF FLORIDA  
 COUNTY OF COLLIER

The foregoing instrument was acknowledged before me this 31 day of OCT, 1996, by Jerry H. Schmoyer, as Senior Vice President of WCI Communities Limited Partnership, a Delaware limited partnership, on behalf of the partnership. He is personally known to me.

[Signature]  
 Notary Public  
 Print Name: LAUREL Y. SITTERLY  
 My Commission Expires:



# CERTIFICATE OF AMENDMENT

THE UNDERSIGNED, being the duly and acting President of The Cottages at Pelican Landing Homeowners' Association, Inc., a Florida corporation not for profit, hereby certifies that at a meeting of the members held on July 7, 2000, where a quorum was present, after due notice, the resolution set forth below was duly approved by the consent of the Owners of two-thirds (2/3) of all Units in the Neighborhood and ratification of a majority of the neighborhood Board for the purpose of amending the Declaration of Protective Covenants, Conditions, Restrictions and Easements for The Cottages at Pelican Landing Neighborhood, and by the affirmative vote of a majority of the votes of the members entitled to vote thereon for the purpose of amending the Articles of Incorporation of The Cottages at Pelican Landing Homeowners' Association, Inc., as originally recorded in O.R. Book 2570 at Pages 1894 *et seq.*, of the Official Records of Lee County, Florida.

INSTR # 5016568

OR BK 03335 PG 0051

RECORDED 12/06/00 10:58 AM  
CHARLIE GREEN CLERK OF COURT  
LEE COUNTY  
RECORDING FEE 10.50  
DEPUTY CLERK K Cartwright

(for use by Clerk of Court)

RESOLVED: That the Declaration of Protective Covenants, Conditions, Restrictions and Easements for The Cottages at Pelican Landing Neighborhood is hereby amended and the amendment is adopted in the form attached hereto, and made a part hereof.

RESOLVED: That the Articles of Incorporation of The Cottages at Pelican Landing Homeowners' Association, Inc. is hereby amended and the amendment is adopted in the form attached hereto, and made a part hereof.

Date: 9-6-2000

(1) [Signature]  
Witness  
Print Name: Thomas E. Eaton

(2) [Signature]  
Witness  
Print Name: Leonard D. Alves

THE COTTAGES AT PELICAN LANDING  
HOMEOWNERS' ASSOCIATION, INC.

By:

[Signature]  
Denise Alves, President  
3601 Old Cottage Lane  
Bonita Springs, FL 34134

(CORPORATE SEAL)

STATE OF FLORIDA  
COUNTY OF LEE

The foregoing instrument was acknowledged before me this 6<sup>th</sup> day of September, 2000, by Denise Alves, President of the aforementioned Corporation, on behalf of the Corporation. She is personally known to me or has produced \_\_\_\_\_ as identification.

OFFICIAL NOTARY SEAL  
BARBARA A STILSON  
NOTARY PUBLIC STATE OF FLORIDA  
COMMISSION NO. CC848385  
MY COMMISSION EXP. JUNE 21, 2003

[Signature]  
Signature of Notary Public

Print, Type, or Stamp Commissioned Name of Notary Public)  
(Affix Notarial Seal)

This instrument prepared by Robert C. Samouce, Esq.,  
Samouce, Murrell & Francoeur, P.A., 800 Laurel Oak Dr.,  
Suite 300, Naples, FL 34108.

**AMENDMENT TO THE DECLARATION OF PROTECTIVE COVENANTS,  
CONDITIONS, RESTRICTIONS AND EASEMENTS FOR THE COTTAGES AT  
PELICAN LANDING NEIGHBORHOOD.**

**The Declaration of Protective Covenants, Conditions, Restrictions and Easements for The Cottages at Pelican Landing Neighborhood shall be amended as shown below:**

**Note: New language is underlined; language being deleted is shown in ~~struck through~~ type.**

**Article IX, Section 9.1 b. 2. shall be amended as shown below:**

After Declarant has sold all the Units or Dwelling Units in all phases of this Neighborhood, these Neighborhood Covenants may be amended (a) by the consent of the Owners of two-thirds (2/3) of ~~the all~~ Units in the Neighborhood who are present and voting, in person or by proxy, at any duly called meeting of the Neighborhood, together with (b) the approval or ratification of a majority of the Neighborhood Board. The aforementioned consent of the Owners may be evidenced by a writing signed by the required number thereof or by the affirmative vote of the required number thereof at any regular or special meeting of the Neighborhood called and held in accordance with the Neighborhood By-Laws, evidenced by a certificate of the Secretary or an Assistant Secretary of the Neighborhood Association.



Department of State

I certify the attached is a true and correct copy of the Articles of Amendment, filed on September 25, 2000, to Articles of Incorporation for THE COTTAGES AT PELICAN LANDING HOMEOWNERS' ASSOCIATION, INC., a Florida corporation, as shown by the records of this office.

The document number of this corporation is N94000004437.

INSTR # 5016569

OR BK 03335 PG 0053

RECORDED 12/06/00 10:58 AM  
CHARLIE GREEN CLERK OF COURT  
LEE COUNTY  
RECORDING FEE 15.00  
DEPUTY CLERK K Cartwright

Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capitol, this the  
Second day of October, 2000



CR2EO22 (1-99)

*Katherine Harris*

Katherine Harris  
Secretary of State

**AMENDMENTS TO THE ARTICLES OF INCORPORATION OF THE COTTAGES AT  
PELICAN LANDING HOMEOWNERS' ASSOCIATION, INC.**

**The Articles of Incorporation of The Cottages at Pelican Landing Homeowners' Association, Inc. shall be amended as shown below:**

**Note: New language is underlined; language being deleted is shown in ~~struck through~~ type.**

**Article 6, Section 6.1 shall be amended as shown below:**

**ARTICLE 6  
BOARD OF DIRECTORS**

- 6.1 The affairs of the Neighborhood Association shall be managed by a Board of Directors consisting of not less than three (3) nor more than five (5) Directors. Initially, there shall be three (3) Directors. ~~Declarant shall have the right to appoint a majority of the Board of Directors until the Turnover Date. So long as Declarant shall have the right to appoint members of the Board of Directors, Directors appointed by Declarant need not be members of the Neighborhood Association and need not be residents of the Neighborhood.~~ All elected Directors shall be members or spouses of members of the Neighborhood Association. ~~At the option of Declarant, members other than Declarant may be given the right to elect certain of the Directors while Declarant has the right to appoint a majority of the Board of Directors.~~

**Article 7, Section 7.1 shall be amended as shown below:**

**ARTICLE 7  
OFFICERS**

- 7.1 The Officers of the Neighborhood Association shall be a President, a Vice President, a Secretary and a Treasurer, and such other Officers as the Board may from time to time deem necessary. Any two (2) or more offices may be held by the same person except for the President shall not be the Secretary or Treasurer. Officers shall be elected for one (1) year terms in accordance with the procedure set forth in the By-Laws. All Officers shall be members or spouses of members. ~~Prior to the Turnover Date, Officers need not be Directors or members.~~

**CERTIFICATE**

The undersigned, being the duly elected and acting President of The Cottages at Pelican Landing Homeowners Association, Inc., hereby certifies that the following amendments were approved and adopted by the affirmative vote of a majority of the votes of the members entitled to vote thereon at a meeting held on July 7, 2000, after due notice, in accordance with the requirements of the Articles of Incorporation for their amendment, and that the number of votes cast was sufficient for their amendment.

Executed this 6 day of September, 2000.

THE COTTAGES AT PELICAN LANDING  
HOMEOWNERS ASSOCIATION, INC.

Denise C. Alves  
Denise Alves, President  
3601 Old Cottage Lane  
Bonita Springs, FL 34134

STATE OF FLORIDA  
TALLAHASSEE, FLORIDA

00 SEP 25 AM 14 19

FILED

Attest:

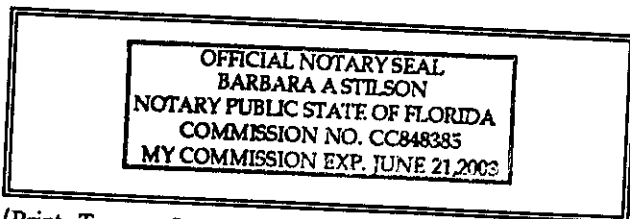
Peter Wojda  
Peter Wojda, Secretary

(SEAL)

STATE OF FLORIDA

COUNTY OF LEE

Subscribed to before me this 6 day of September, 2000 by Denise Alves and Peter Wojda, President and Secretary, respectively, of The Cottages at Pelican Landing Homeowners' Association, Inc., a Florida corporation not for profit, on behalf of the corporation. They are personally known to me or did produce \_\_\_\_\_ as identification.



Barbara A. Stilson  
Signature of Notary Public

(Print, Type or Stamp Commissioned Name of Notary Public) (Affix Notarial Seal)