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This instrument prepared by and return to:
Brian Belt, Esq.
Shutts & Bowen LLP
1500 Miami Center
201 South Biscayne Boulevard
Miami, Florida 33131

4531743

SIXTY-EIGHTH SUPPLEMENT TO THE
DECLARATION AND GENERAL PROTECTIVE COVENANTS
FOR PELICAN LANDING

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DR3052 Pg 1817

RECORDED BY
CINDY KELLER, D.C.

This Sixty-Eighth Supplement to the Declaration and General Protective Covenants for Pelican Landing (this "Supplement") is made this 16th day of November, 1998 by and among WCI Communities Limited Partnership, a Delaware limited partnership, as successor to Pelican Landing Communities, Inc., formerly known as Westinghouse Bayside Communities, Inc., a Florida corporation which was the "Declarant" of that particular Amended and Restated Declaration and General Protective Covenants for Pelican Landing (for purposes of this Supplement, WCI Communities Limited Partnership is referred to in this Supplement as "Declarant"); Pelican Landing Community Association, Inc., a Florida corporation not for profit (the "Association"); and Hyatt Equities, L.L.C., a Delaware limited liability company ("Hyatt").

BACKGROUND:

A. Declarant recorded an "Amended and Restated Declaration and General Protective Covenants for Pelican Landing" at Official Records Book 2198, Pages 1873 of the Public Records of Lee County, Florida, as subsequently amended and supplemented (collectively, the "Declaration"), which Declaration subjects to its terms certain real property referred to in the Declaration as "Properties". Such Properties previously submitted to the Declaration are included in the legal description set forth in Exhibit "A" to this Supplement.

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B. Declarant desires to supplement the Declaration, as set forth in this Supplement.

C. Hyatt is the owner of certain real property identified in Exhibit "B" attached to this Supplement, which is hereby designated as "Hotel/Conference Center Property", as such term is defined in the Declaration.

D. The Commercial Property and the Hotel/Conference Center Property, are included within the term "Business Properties," as such term is defined in the Declaration. The Declaration provides in Article II, Section 1 that the rights and obligations of the owners of the Business Properties, as well as any additional restrictions, conditions and covenants running with Business Properties, may be set forth in a Supplemental Declaration executed by Declarant.

E. Declarant caused the Association to be formed. The Association was granted, delegated and assigned certain powers and duties with regard to the Properties and holds title to certain real and personal property referred to in the Declaration as General Common Areas and Exclusive Common Area. The real property owned by the Association includes a beach park, which beach park is legally described in Exhibit "C" attached to this Supplement (the "Beach Park").

F. Section 16 of Article I of the Declaration defines General Common Areas to be real or personal property of the Association which is used for the common use and enjoyment of all Members.

G. Subject to certain conditions and exceptions, as set forth below in this Supplement, the Beach Park is the only property of the Association which will be used by the Hotel/Conference Center Property.

H. Pursuant to Section 3 of Article II of the Declaration, and with respect to Exclusive Common Area and other property of the Association for which some Members generally do not have the right of use and benefit, assessments are to be paid only by those owners of the Property which have the right of use and benefit of such property.

I. Declarant caused the Beach Park to be conveyed to the Association with the intent that the Beach Park could be used by all members of the Association and by those other owners of any portion of the Business Properties (as such properties were then or thereafter constituted), as might thereafter be designated or specified by the Declarant.

J. Section 16 of Article I of the Declaration provides that Declarant shall have the right to provide in a Supplemental Declaration which portions of property owned by the Association, if any, shall be available for use by owners of any and all of the Business Properties.

K. Declarant and Hyatt desire to: (i) pursuant to the provisions of the Declaration, confirm Hyatt's status as a Member of the Association; (ii) provide that Beach Park shall be considered General Common Area available for the use of all Members (including, without limitation, Hyatt), excluding the Commercial Property and such other property as Declarant may have the right to exclude in the future; (iii) provide that the Hotel/Conference Center Property generally shall not have the right of the use and benefit of Association property other than the Beach Park, except as provided to the contrary in the Declaration, or any Supplement thereto; and (iv) generally provide that the Hotel/Conference Center Property shall not be subject to any form of control, limitation or restriction by the Association or Declarant (except as now or hereafter agreed to by Declarant and Hyatt).

L. In order to protect the rights of Members of the Association other than the Hyatt, and to assure that neither Hyatt, nor its guests, invitees, members or participants, will use any of the Association property (subject to the terms of this Supplement and the Declaration), except for the Beach Park and all Association property located on or upon, or used in connection with, the Beach Park, Declarant intends to designate all Association property, except for the Beach Park (and Association property located on or upon, or used in connection therewith) as property which is unavailable for the use and benefit of Hyatt.

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M. Pursuant to Section 2 of Article XIII of the Declaration, Declarant has the right until the termination of the "Class "B" Control Period" to unilaterally amend the Declaration, and to require the Association to join in such amendments. The "Class "B" Control Period" has not ended.

TERMS:

1. Recitals. The foregoing recitals are true and accurate and are hereby incorporated by reference.

2. Definitions. Capitalized terms which are not otherwise defined in this supplement shall have the same meaning ascribed to such terms in the Declaration.

3. Members of the Association.

3.1 Pursuant to Section 1, Article VIII of the Declaration, Declarant hereby subjects the Hotel/Conference Center Property to, and annexes the Hotel/Conference Center Property into the Declaration, subject to the provisions of this Supplement. Pursuant to Article III, Section 1 of the Declaration, as an Owner of the Hotel/Conference Center Property, Hyatt is confirmed as a Member of the Association and thereby is entitled to use of the General Common Areas.

3.2 Pursuant to Article I, Section 10 of the Declaration, the Common Assessment for the Hotel/Conference Center Property may be limited by Declarant to only specific items or amounts, as set forth in a Supplemental Declaration. In addition, pursuant to Article II, Section 1 of the Declaration, the rights and obligations of the owners of the Hotel/Conference Center Property may be set forth in a Supplemental Declaration. Accordingly, notwithstanding that the owner of the Hotel/Conference Center Property, Hyatt, is a member of the Association, except as expressly set forth herein or as otherwise agreed to in writing by Declarant and Hyatt, Declarant and the Association shall have no authority or power of any kind under the Declaration, Articles, Bylaws or rules and regulations with respect to the use, operation, development, maintenance or construction of the Hotel/Conference Center Property or with respect to the levy of charges or assessments against the Hotel/Conference Center Property (except as to liens for assessments as set forth in Article X).

Further, the provisions of Articles XI and XII of the Declaration shall not apply to the Hotel Conference Center Property.

3.3 The parties acknowledge that Article III, Section 2(a)(v) provides for the Hotel/Conference Center Property to have one (1) vote in the Association for every ten (10) hotel rooms or fractions thereof, plus one (1) vote for every five hundred (500) feet of net square foot area in the convention or meeting rooms of such portions of the Hotel/Conference Center Party. The parties further acknowledge that as a result of such allocation of votes, the Hotel/Conference Center Property's share of assessments (only with respect to the Beach Property) would be based upon the proportionate share of votes held by the Hotel/Conference Center Property in relation to the total number of votes held by all Members of the Association. Notwithstanding the foregoing, the Hotel has agreed to pay the "Hotel Annual Allocated Share of Assessments" as set forth below. For purposes of this Supplement, the term "Hotel Annual Allocated Share of Assessments" means, with respect to a particular fiscal year of the Association, the product of (a) the total for such fiscal year of all actual Association costs, fees, expenses and capital expenditures attributable solely to the Beach Park (excluding the costs and expenditures attributable to any boat shuttles operated or paid for by the Association, since the Hotel/Conference Center Property at all times shall maintain its own boat shuttles for its guests), multiplied by (b) the "Hotel Use Percentage." Notwithstanding the foregoing sentence, the Association shall not in any fashion assess the Hotel/Conference Center Property for capital expenditures other than capital expenditures made for the purpose of replacing, maintaining, and repairing existing Beach Park facilities and improvements. The Hotel Use Percentage means, as to any particular fiscal year of the Association, the percentage of users of the Beach Park that were guests or invitees of the Hotel/Conference Center Property. The actual Hotel Use Percentage for any fiscal year shall be determined by reviewing the records of each shuttle boat captain. Each captain of an Association or Hotel/Conference Center Property shuttle boat shall be required to keep records of the number of persons traveling to the Beach Park on such shuttle boat, in order that the Hotel Use Percentage may be accurately calculated. Since Common Assessments are billed annually in advance, the initial estimate of the Hotel Annual Allocated Share of Assessments for each fiscal year will be calculated by obtaining the product of (a) the actual Hotel

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Use Percentage for the prior fiscal year, times (b) the projected costs, fees, expenses and capital expenditures (subject to restrictions set forth herein) of the Association, as set forth in the Association's budget, which are attributable solely to the Beach Park (excluding the costs attributable to any boat shuttles operated or paid for by the Association). At the end of each fiscal year the actual Hotel Annual Allocated Share of Assessments for such fiscal year will be calculated. To the extent that it is determined that the initial estimated payment of the Hotel Annual Allocated Share of Assessments during any fiscal year exceeded the actual Hotel Annual Allocated Share of Assessments for such fiscal year, then, the Hotel/Conference Center Property shall receive a credit for such overpayment against the next fiscal year's payment of the estimated Hotel Annual Allocated Share of Assessments. To the extent that it is determined that the initial estimated Hotel Annual Allocated Share of Assessments during any fiscal year was less than the actual Hotel Annual Allocated Share of Assessments for such fiscal year, then, the Hotel shall pay such deficiency with its next fiscal year's payment of the estimated Hotel Annual Allocated Share of Assessments. (For purposes of determining the estimated Hotel Use Percentage during the first partial and full year, it shall be assumed that during such portion of such year as any portion of the Hotel is ready for occupancy, the Hotel Use Percentage (calculated on a pro rata basis for the portion of the calendar year during which the Hotel is completed or partially completed for occupancy or use by its guests) will be fifty percent (50%)). The Association and the owner of the Hotel/Conference Center Property shall have the right to review and audit the other's records with respect to Beach Park matters, costs and use on an annual basis. The foregoing sentence shall not operate to waive or limit any rights which the parties may possess under applicable law to review such records.

The Association, Declarant and Hyatt acknowledge that the Hotel Annual Allocated Share of Assessments is being implemented for the purposes of assuring that all Members of the Association pay a fair portion of costs, fees and expenses (capital or otherwise) related to the Beach Park. The Hotel Annual Share of Assessments is intended to replace Common Assessments, special assessments (including those for capital expenditures as set forth above) and any other assessments, and user fees otherwise payable by the Hotel/Conference Center Property and related to the ordinary use of the Beach Park by the Hotel/Conference Center Property. Except as expressly permitted in this Supplement, the Association and Declarant may not impose against the Hotel/Conference Center Property additional Common Assessments, special assessments (including those for capital

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expenditures as set forth above) and any other assessments, or user fees related to the ordinary use of the Beach Park by the Hotel/Conference Center Property. The foregoing provisions do not limit the authority of the Association to expend now or hereafter existing Association funds for capital improvements or other capital needs. If the Association imposes additional Common Assessments, special assessments (including those for capital expenditures as set forth above) or user fees related to the ordinary use of the Beach Park against the Hotel/Conference Center Property, except as expressly permitted herein, then, the Hotel/Conference Center Property shall not be required to pay the Hotel Annual Allocated Share of Assessments. In such a case, the Hotel/Conference Center Property's share of Common Assessments shall be as originally set forth in the Declaration (prior to this Supplement) and shall be in proportion to the number of votes allocated to the Hotel/Conference Center Property in relation to the total number of votes for all Members of the Association as originally set forth in the Declaration (prior to this Supplement).

4. Beach Park/Common Area. The Beach Park (and all Association property located on or upon, or used in connection with, the Beach Park) is hereby designated by Declarant and the Association to be the sole General Common Area (and therefore the sole Association property available for general use by the Hotel/Conference Center Property). The Property previously designated as General Common Area in Exhibit "E" (roadway areas) to the original Amended and Restated Declaration and General Protective Covenants for Pelican Landing is now designated as Exclusive Common Area. Such designations may not be amended, modified or repealed by the Declarant or the Association in a manner which shall operate to further materially adversely limit or materially adversely effect the rights of Hotel/Conference Center Property, and no additional General Common Area may be added without the prior written consent of Hotel/Conference Center Property. The rights of Hyatt to use and access of the Beach Park also shall be upon and subject to the terms, restrictions and limitations set forth in Exhibit "D" attached to this Supplement. The Association hereby adopts and consents to the rules and regulations set forth in Exhibit "D" to this Declaration. The terms and conditions of Exhibit "D" may not be amended, revoked or enforced in a discriminatory fashion, nor may any other rules and regulations be adopted, so as to materially and adversely effect the rights and obligations of Hotel/Conference Center Property, or the use and enjoyment by Hotel/Conference Center Property (including, without

limitation, as to the Hotel/Conference Center Property, its guests, invitees, contractors, licensees) of the Beach Park.

The Association shall maintain the Beach Park in good, clean, attractive and sanitary condition, order and repair, subject to the right of the Association to delegate its maintenance responsibilities.

5. Easements and DRIs. The Hotel/Conference Center Property shall have and is hereby granted an easement over any portion of the Exclusive Common Area and other Association Property for access ingress, egress and such other reasonable uses as may be necessary or reasonably helpful to the Hotel/Conference Center Property for the use, service and enjoyment of the Hotel/Conference Center Property or the General Common Areas. Such easement also shall be for the benefit of the Hotel/Conference Center Property and the guests, invitees, contractors and licensees of Hotel/Conference Center Property and its successors and assigns. Additionally, Declarant agrees that the Declaration (and any supplement thereto) shall not permit the total number of residential units (of any kind) permitted to use the Beach Park to exceed the total number of residential units currently permitted under the "DRIs" (as subsequently defined). The term "DRIs" means (a) the Pelican Landing State DRI Number 1-9293-121 (as amended through and including the Fifth Amendment thereto), and (b) the Spring Creek State DRI Number 10-7677-9.

6. Other Contracting. Nothing herein shall be construed to prevent the owner of the Hotel/Conference Center Property from privately contracting with Association to provide the Hotel/Conference Center Property with certain services or use of certain Association Amenities. Except as set forth to the contrary in such private contracts, Declarant shall have no obligation or liability in connection with any such arrangements.

7. Ingress and Egress Rights. Nothing herein shall be construed as eliminating or adversely affecting the right of Hotel/Conference Center Property to ingress to and egress from the Hotel/Conference Center Property should property currently operated by the "UCCD" (as such term as defined in the Declaration) ever be owned or operated by Association. In such event, the

Hotel/Conference Center Property shall have non-exclusive easements over the portion of that Property owned by the Association necessary for access purposes.

8. Conflicts Between Provisions. In the event of any conflict between the provisions of Declaration and the provisions of this Supplement, the provisions of this Supplement shall control.

9. Declarant's Rights. Without Hyatt's consent, which consent may be given or withheld in Hyatt's sole and absolute discretion, Declarant and the Association may not modify, amend, delete, waive or add to this Supplement or any part thereof; nor may Declarant or the Association modify, amend, delete, waive or add to the Declaration, Bylaws of the Association or other governing instruments of the Association, or exercise any rights thereunder in a manner which will materially and adversely affect the rights and obligations of Hyatt as set forth herein; provided, however, Declarant and the Association reserve any and all rights not waived or limited herein.

10. Covenants Running with the Land. The covenants, easements, conditions, restrictions and other provisions under this Supplement shall run with the land and bind the property described in Exhibits "A," "B" and "C" hereto and shall inure to the benefit of and be enforceable by Declarant for a term of thirty (30) years from the date of this Supplement is recorded, after which time these provisions shall be automatically extended for successive periods of ten (10) years. Any time after the initial (30) year period provided for in this Paragraph, these provisions may be terminated or modified in whole or in part by the recordation of a written instrument providing for the termination or modification executed by the then owners of all Business Properties and Association agreeing to the termination or modification.

11. Waiver. Any waiver by Declarant or Hyatt of any provisions 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.

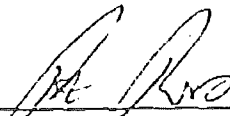
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12. Severability. If any paragraph, phrase or portion of this Sixty-Eight Supplement to the Declaration and General Protective Covenants for Pelican Landing, for any reason, is held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and shall not affect the validity of the remaining portion thereof.

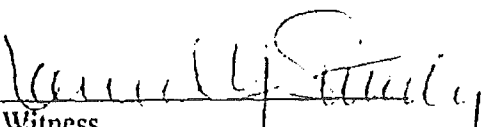
13. Effective Date. The effective date of this Supplement shall be the date it is recorded in the Public Records of Lee County, Florida.

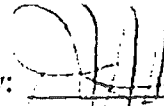
IN WITNESS WHEREOF, the undersigned have executed this Supplement on the date first set forth above.

STATE OF FLORIDA)
COUNTY OF LEE)


Witness
PETER ROSS
Printed Name of Witness

WCI COMMUNITIES LIMITED
PARTNERSHIP, a Delaware Limited
Partnership


Witness
GERALDLY CITTERLY
Printed Name of Witness

By: 
Title: JERRY SCHAEFFER
Name: S.V.P.

STATE OF FLORIDA)

COUNTY OF LEE)

The foregoing instrument was acknowledged before me this 16th day of Dec, 1998, by WILLIAM SCHWARTZ who is the General Partner of WCI COMMUNITIES LIMITED PARTNERSHIP, a Delaware Limited Partnership on behalf of said partnership who is personally known to me or has produced _____ as evidence of identification.

(SEAL)



Cherie L. Blalock

Signature of Notary Public

Print Name: _____

My Commission Expires: _____

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STATE OF FLORIDA)

COUNTY OF LEE)

[Signature]
Witness
CAROL J. OTTERLI
Printed name of witness

[Signature]
Witness
Richard G. Cherry
Printed name of witness

PELICAN LANDING COMMUNITY
ASSOCIATION, INC., a Florida
Corporation not-for-profit

By: [Signature]
Title: Pres.
Name: Katherine C. Green

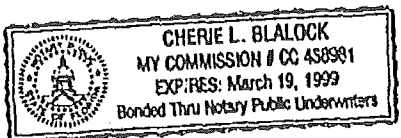
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STATE OF FLORIDA)

COUNTY OF LEE)

The foregoing instrument was acknowledged before me this 16th day of June, 1998, by KATHERINE GREEN who is the PRESIDENT of PELICAN LANDING COMMUNITY ASSOCIATION, INC., on behalf of said corporation who is personally known to me or has produced _____ as evidence of identification.

(SEAL)



[Signature]
Signature of Notary Public
Print Name: _____
My Commission Expires: _____

STATE OF FLORIDA)

COUNTY OF LEE)

[Signature]
Witness

PETER ROSS
Printed name of witness

[Signature]
Witness

Richard G. Cherry
Printed name of witness

HYATT EQUITIES, L.L.C., a Delaware limited liability company

By: [Signature]
Title: Atty and Authorized Agent
Name: SARA L. HAYS

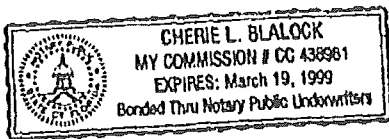
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STATE OF Florida)

COUNTY OF Lee

The foregoing instrument was acknowledged before me this 16th day of December, 1998, by SARA L. HAYS who is the Atty. and Auth Agent of Hyatt Equities, L.L.C., a Delaware limited liability company, on behalf of said corporation who is personally known to me or has produced driver's license as evidence of identification.

(SEAL)



[Signature]

December 3, 1990

2158 JOHNSON STREET
TELEPHONE (813) 334-0048
TELECOPIER (813) 334-3881
POST OFFICE BOX 1550
FORT MYERS, FLORIDA
33902-1550

DESCRIPTION
PARCELS IN

SECTIONS 7, 8, 9, 16, 17, 18 & 20, T. 47 S., R. 25 E.
LEE COUNTY, FLORIDA

CARLE JOHNSON
1911-1988

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A tract or parcel of land lying in Sections 7, 8, 9, 16, 17, 18 and 20, Township 47 South, Range 25 East, Lee County, Florida which tract or parcel is described as follows:

Beginning at a concrete monument marking the northwest corner of said Section 20 run S 00° 35' 25" E along the east line of said section for 2659.47 feet to the southeast corner of the northeast quarter (NE-1/4) of said section; thence run S 00° 38' 52" E along said east line for 734.90 feet to an intersection with the approximate centerline of Spring Creek; thence run along said centerline the following courses: S 78° 50' 00" W for 181.31 feet, N 34° 24' 12" W for 230.22 feet, N 30° 59' 12" W for 174.93 feet, N 24° 25' 16" E for 120.83 feet, S 65° 47' 43" E for 219.32 feet, N 18° 24' 43" E for 158.11 feet, N 75° 11' 47" W for 351.71 feet, N 65° 09' 33" W for 451.88 feet, N 84° 18' 44" W for 351.75 feet, N 66° 54' 31" W for 445.79 feet, S 63° 24' 43" W for 134.16 feet, S 03° 23' 22" E for 170.29 feet, S 50° 30' 17" W for 220.23 feet, N 84° 49' 43" W for 331.36 feet, S 62° 13' 07" W for 214.71 feet, S 22° 08' 36" W for 291.55 feet, S 72° 15' 11" W for 131.22 feet to an intersection with the east line of the southwest quarter (SW-1/4) of said Section 20; thence run N 00° 50' 19" W along said east line for 520.00 feet to the northeast corner of said fraction; thence run S 89° 58' 37" W along the north line of said fraction for 290.00 feet to an intersection with the approximate centerline of the most easterly branch of said Spring Creek; thence run along said centerline the following courses: N 09° 13' 28" W for 137.34 feet, N 29° 08' 22" W for 590.59 feet, N 38° 31' 58" W for 278.03 feet, N 65° 16' 43" W for 254.95 feet, N 37° 18' 28" W for 286.01 feet, N 32° 51' 05" E for 252.39 feet, N 20° 11' 00" E for 236.69 feet, N 27° 23' 47" W for 369.25 feet, S 89° 15' 43" W for 50 feet more or less to the easterly shore of said Spring Creek; thence run along said easterly shore for 1220 feet more or less to an intersection with the north line of said Section 20; thence run N 89° 15' 13" E along said north line of said section for 970 feet more or less to a concrete monument marking the northwest corner of the northeast quarter

CHAIRMAN
ARCHIE T. GRANT, JR.

PRESIDENT
FORREST H. BANKS

JOSEPH W. EBNER
STEVEN K. MORRISON
ANDREW D. TILTON
JEFFREY C. COONER

DAN W. DICKEY
KENTON R. KEILING
GEORGE J. KALAL
MICHAEL L. HARMON
THOMAS L. FENDLEY
W. DAVID KEY, JR.
W. BRITT POMEROY
CARL A. BARRACO
GARY R. BULL
KEVIN M. WINTER

CONSULTANTS
LESTER L. BULSON
ROBERT S. O'BRIEN

EXHIBIT "A"
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Parcels 1 Sections 7, 8, 16, 17, 18 & 20, 1. (S., R. 25 E.
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(NE-1/4) of said Section 20; thence run N 00° 31' 30" E along the west line of the southeast quarter (SE-1/4) of said Section 17 for 2644.38 feet to an intersection with the south line of Spring Creek Road as described in Deed Book 305 at Page 276, Lee County Records; thence run S 89° 58' 35" E along said south line for 653.92 feet to an intersection with the east line of the northwest quarter (NW-1/4) of the northwest quarter (NW-1/4) of the southeast quarter (SE-1/4) of said Section 17; thence run N 00° 19' 19" E along said east line for 30.00 feet to an intersection with the north line of the southeast quarter (SE-1/4) of said Section 17; thence run S 89° 58' 35" E along the north line of said fraction for 461.34 feet to the southeast corner of lands described in Official Record Book 1713 at Page 1188 of said public records; thence run N 00° 41' 04" W for 668.20 feet to the northeast corner of said lands; thence run N 89° 50' 32" W along the north line of said lands for 366.38 feet to the easterly line of said Spring Creek Road (50 feet wide); thence run N 00° 07' 58" E for 2007.04 feet to an intersection with the south line of the southeast quarter (SE-1/4) of said Section 8; thence continue N 00° 07' 17" E along said east line for 343.54 feet; thence run S 89° 38' 58" E for 10.00 feet; thence run N 00° 07' 17" E along said east line for 499.94 feet to the southwest corner of lands described in Official Record Book 428 at Page 349, said public records; thence run S 89° 21' 02" E along the south line of said lands for 536.00 feet; thence run N 00° 07' 17" E along the east line of said lands for 474.33 feet; thence run N 89° 21' 02" W along the north line of said lands for 546.00 feet to an intersection with the easterly line of said Spring Creek Road; thence run N 00° 07' 17" E along said east line for 1292.76 feet to an intersection with the south line of Coconut Road (50 feet wide); thence run S 89° 16' 14" E along said south line for 1802.38 feet to an intersection with the west line of said Section 9; thence run N 00° 39' 58" W along said west line for 25.00 feet to a concrete monument marking the northwest corner of the southwest quarter (SW-1/4) of said section; thence continue along said west line N 00° 39' 58" W for 5.00 feet to an intersection with the south line of said Coconut Road as described in Official Record Book 1738 at Page 2538, said public records; thence run S 89° 35' 50" E along said south line for 3164.37 feet to an intersection with the west line of Tamiami Trail (State Road No. 45); thence run S 00° 10' 56" W along said west line for 621.81 feet to a point of curvature; thence run southerly and southeasterly along said west

EXHIBIT "A"
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Parcels in Sections 7, 8, 16, 17, 18 & 20, T. 47 S., R. 25 E.
December 3, 1990

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line, along the arc of a curve to the left of radius 5797.58 feet (chord bearing S 04° 57' 34" E) (chord 1039.14 feet) (delta 10° 17' 00") for 1040.54 feet to a point of tangency; thence run S 10° 02' 35" E along said westerly line for 938.08 feet to an intersection with the north line of the northeast quarter (NE-1/4) of said Section 16; thence run S 89° 23' 00" W along said north line for 708.94 feet to the northwest corner of said northeast quarter (NE-1/4) of Section 16; thence run S 00° 02' 54" W along said west line of the northeast quarter (NE-1/4) for 2643.98 feet to the southwest corner of the northeast quarter (NE-1/4); thence run N 89° 10' 34" E along the south line of said fraction for 538.06 feet; thence run S 00° 06' 43" E for 1085.91 feet; thence run N 89° 06' 43" E for 744.41 feet to an intersection with the west line of said Tamiami Trail; thence run southerly along said west line, along the arc of a non-tangent curve to the right of radius 5619.58 feet (chord bearing S 00° 22' 05" E) (chord 50.21 feet) (delta 00° 30' 42") for 50.21 feet to a point of tangency; thence run S 00° 06' 43" E along said west line for 49.81 feet; thence run S 89° 06' 43" W for 300.00 feet; thence run S 00° 06' 43" E for 1445.82 feet to an intersection with the south line of the southeast quarter (SE-1/4) of said Section 16; thence run S 89° 16' 54" W along said south line of said fraction for 989.41 feet to the southeast corner of the southwest quarter (SW-1/4) of said Section 16; thence run S 88° 38' 34" W along said south line of said southwest quarter (SW-1/4) for 2627.98 feet to the Point of Beginning.

ALSO

All of Government Lot 1, Section 7, Township 47 South, Range 25 East, Lee County, Florida being more particularly described as follows:

Beginning at a concrete monument marking the northeast corner of Government Lot 1 of said Section 7 run S 01° 07' 45" E along the east line of said Section 7 for 1252.52 feet to the southeast corner of said Government Lot 1; thence run S 89° 33' 42" W along the south line of said Government Lot for 1747.82 feet to a concrete post at the waters of Estero Bay; thence run northerly and westerly along the waters of Estero Bay to an intersection with the north line of said Section 7; thence run N 89° 48' 31" E along said north line for 2575 feet more or less to the Point of Beginning.

ALSO

From a railroad spike marking the northwest corner of the southwest quarter (SW-1/4) of said Section 8 run S 00° 23' 24" E along the west line of said fraction for

Parcels in Sections 7, 8, 16, 17, 18 & 20, T. 4/ S., R. 25 E.
December 3, 1990

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25.00 feet to an intersection with the south line of Coconut Road (50 feet wide) and the Point of Beginning. From said Point of Beginning run S 89° 16' 14" E along said south line for 3253.00 feet to an intersection with the west line of Spring Creek Road; thence run S 00° 07' 17" W along said west line for 2610.71 feet to an intersection with the south line of said Section 8; thence run S 00° 07' 58" W along said west line for 2676.47 feet to an intersection with the south line of said Section 17; thence run S 89° 58' 35" E along said south line for 35.43 feet to an intersection with the east line of Coconut Road as described in Deed Book 305 at Page 276, public records of Lee County, Florida; thence run N 00° 19' 19" E along said east line for 30.00 feet; thence run N 89° 58' 35" W along the north line of Coconut Road for 653.66 feet to an intersection with the east line of the northwest quarter (NW-1/4) of said Section 17; thence run N 89° 59' 08" W along said north line for 404.79 feet to the southeast corner of lands described in Official Record Book 411 at Page 759 of said public records; thence run N 01° 31' 36" E along the east line of said lands for 960.34 feet; thence run N 89° 59' 08" W along the north line of said lands for 2200.77 feet to an intersection with the east line of the northeast quarter (NE-1/4) of said Section 18; thence run N 89° 59' 08" W for 1840 feet more or less to the waters of Estero Bay; thence run northerly along the waters of Estero Bay for 8300 feet more or less to an intersection with the north line of the south half (S-1/2) of Government Lot 2 of said Section 7; thence run N 89° 32' 15" E along the north line of said Government Lot 2 for 545 feet more or less to the northwest corner of lands described in Official Record Book 1895 at Page 3817 of said public records; thence run S 08° 50' 45" E along the west line of said lands for 199.50 feet; thence run N 89° 32' 15" E along the south line of said lands for 247.50 feet; thence run N 89° 35' 27" E for 666.22 feet; thence run N 89° 32' 15" E for 239.00 feet to an intersection with the west line of Coconut Road; thence run S 01° 07' 45" E along said west line for 488.63 feet; thence run N 89° 40' 05" E along the south line of said Coconut Road for 24.55 feet to the Point of Beginning.

LESS and EXCEPT lands described in Official Record Book 1677 at Page 3516 of the public records of Lee County, Florida.

Parcels in Sections 7, 8, 16, 17, 18 & 20, T. 4, S., R. 25 E.
December 3, 1990
Page 5

Containing 1806.2 acres more or less.
Bearings hereinabove mentioned are based on the east boundary line
of Pelican's Nest Unit No. 1 as recorded in Plat Book 41 at Pages
58 through 60 of the public records of Lee County, Florida.

WBP/pd
18445

W. BRITT POMEROY, JR.
Professional Land Surveyor
Florida Certificate No. 4448

DR3052 P61831+

2158 JOHNSON STREET
TELEPHONE (813) 334-0048
TELECOPIER (813) 334-3661
POST OFFICE BOX 1930
FORT MYERS, FLORIDA
33902-1530

September 4, 1990

DESCRIPTION

PARCEL IN

SECTIONS 13 & 24, T. 47 S., R. 24 E.
BIG HICKORY ISLAND, LEE COUNTY, FLORIDA

CARLE JOHNSON
1911-1988

A tract or parcel of land lying in Government Lot 3, Section 13 and Government Lot 2, Section 24, Township 47 South, Range 24 East, Big Hickory Island, Lee County, Florida which tract or parcel is described as follows:

From the center of a turnaround on State Road No. 867 (Bonita Beach Road) being S.R.D. Station 19184.75 and N 24° 28' 41" W along the northern prolongation of said centerline of State Road No. 865 for 266.00 feet; thence run S 62° 26' 49" W for 98.40 feet; thence run N 27° 33' 11" W for 1863.42 feet; thence run N 20° 00' 41" W for 1403.30 feet; thence run N 65° 00' 00" E for 313.91 feet to the Point of Beginning.

From said Point of Beginning run N 18° 55' 11" W for 97.51 feet, N 22° 26' 23" W for 100.53 feet, N 23° 09' 50" W for 100.14 feet, N 14° 51' 19" W for 73.01 feet, N 27° 40' 10" W for 88.01 feet, N 29° 33' 57" W for 46.01 feet, N 22° 14' 53" W for 47.27 feet, N 20° 39' 23" W for 46.98 feet, N 11° 15' 38" W for 29.80 feet, N 26° 10' 46" W for 46.87 feet, N 09° 09' 45" W for 48.26 feet, N 17° 35' 56" W for 46.04 feet, N 12° 49' 07" W for 50.04 feet, N 29° 20' 48" W for 69.12 feet, N 20° 48' 58" W for 63.82 feet; thence run N 79° 23' 51" W for 247 feet more or less to an intersection with the Approximate Mean High Water Line of the Gulf of Mexico; thence run northerly and northeasterly along said waters for 1140 feet more or less to an intersection with the south line of lands described in Official Record Book 198 at Page 188 of the public records of Lee County, Florida; thence run along said south line, along the arc of a curve to the right of radius 12000.00 feet for 783 feet to an intersection with the Waters of New Pass; thence run southerly, easterly, southwesterly and southerly along said waters for 4080 feet more or less to an intersection with a line bearing N 65° 00' 00" E and passing through the Point of Beginning; thence run S 65° 00' 00" W for 181 feet more or less to the Point of Beginning.

Bearings hereinabove mentioned are Plane Coordinate for the Florida West Zone.

CHAIRMAN
ARCHIE T. GRANT, JR.

PRESIDENT
FORREST H. BANKS

JOSEPH W. EBNER
STEVEN K. MORRISON
ANDREW D. TILTON
JEFFREY C. COONER

DAN W. DICKEY
KENTON R. KEILING
GEORGE J. KALAL
MICHAEL L. HARMON
THOMAS L. FENDLEY
W. DAVID KEY, JR.
W. BRITT POMEROY
CARL A. BARRACO
GARY R. BULL

CONSULTANTS
LESTER L. BULSON
ROBERT S. O'BRIEN

WBP/pd
18601

W. BRITT POMEROY, JR.
Professional Land Surveyor
Florida Certificate No. 4448

JK3052 Pg 1835

LEGAL DESCRIPTION

LANDS OF SPRING CREEK WEST DRI

All that part of Section 21, Township 47 South, Range 25 East, Lee County, Florida lying north of the centerline of Spring Creek and lying west of the west right-of-way line of Tamiami Trail (U.S. 41) as recorded in Official Record Book 1000, page 85, Public Records of Lee County, Florida.

Subject to easements, restrictions and reservations of record.

Containing 323 acres, more or less.

LEGAL DESCRIPTION

LANDS OF L&L 210

Parcels lying in Section 5 and Section 8, Township 47 South, Range 25 East, Lee County, Florida, and more particularly described as follows and all consisting of 210 acres, more or less.

PARCELS IN SECTION 5:

Lots 8B, 9B, 10B, 11B, 12B, and Lots 21 B, 22B, 23B, 24B, and 25B of Florida Gulf Land Company Subdivision, all in Section 5, Lee County, Florida (recorded in Plat Book 1 at page 59), consisting of 100 acres.

Also:

Lot 8, Block 14 of El Dorado Acres, an unrecorded subdivision shown in Deed Book 310 at page 183 of the Public Records of Lee County, Florida.

Also:

The East three-quarters (E-3/4) of the Northwest one-quarter (NW-1/4) of the Southwest one-quarter (SW-1/4) of said Section 5, consisting of 30 acres, more or less.

Also:

The East two-thirds (E-2/3) of the Southwest one-quarter (SW-1/4) of the Southwest one-quarter (SW-1/4) of said Section 5, consisting of 26.67 acres, more or less.

PARCELS IN SECTION 8:

The East two-thirds (E-2/3) of the West one-half (W-1/2) of the Northwest one-quarter (NW-1/4) of said Section 8, consisting of approximately 53.55 acres, more or less, less the southerly 40.00 feet for the right-of-way of Coconut Road.

LEGAL DESCRIPTION

LANDS OF KERSEY RELEASE PARCEL 1

A parcel of land located in the southwest one-quarter of Section 5 and the south one-half of Section 6, Township 47 South, Range 25 East, Lee County, Florida, being more particularly described as follows:

COMMENCE at the southwest corner of Section 5, Township 47 South, Range 25 East, Lee County, Florida; thence run S 88°17'05" E along the south line of said Section 5 for 424.38 feet to the east line of the west one-third of the southwest one-quarter of the southwest one-quarter of said Section 5; thence run N 00°13'46" W along said east line for 1304.24 feet to the north line of the west one-third of the southwest one-quarter of the southwest one-quarter; thence run N 88°47'05" W along said north line for 107.11 feet to the east line of the west one-quarter of the northwest one-quarter of the southwest one-quarter of said Section 5; thence run N 00°14'13" W along said east line for 202.32 feet to the POINT OF BEGINNING;

thence run S 89°30'27" W for 1648.89 feet; thence run S 00°19'22" W for 520.95 feet; thence run N 89°10'01" W for 1643.24 feet to a calculated line of closure according to a survey prepared by Bean, Whitaker, Lutz & Barnes, Inc. on March 16, 1996; thence run N 23°35'45" W along said calculated line of closure for 393.13 feet to the north line of Government Lot 4, Section 6, Township 47 South, Range 25 East, Lee County, Florida; thence run S 89°10'01" E along said north line for 1792.64 feet; thence run N 00°19'22" E for 775.62 feet; thence run N 47°20'07" E for 523.62 feet; thence run S 80°12'45" E for 600.67 feet; thence run N 00°19'22" E for 162.50 feet; thence run S 89°40'38" E for 349.47 feet to the west line of the west one-quarter of the northwest one-quarter of the southwest one-quarter of said Section 5; thence run N 00°21'42" W along said west line for 92.78 feet to the north line of the southwest one-quarter of said Section 5; thence run S 89°17'05" E along said north line for 324.09 feet to the east line of the west one-quarter of the northwest one-quarter of the southwest one-quarter of said Section 5; thence run S 00°14'13" E along said east line for 1100.59 feet to the POINT OF BEGINNING.

Containing 50.00 acres, more or less.

Subject to easements, reservations or restrictions of record.

Bearings hereinabove mentioned are based on the west line of the northwest one-quarter of Section 8, Township 47 South, Range 25 East, Lee County, Florida as bearing N 00°01'00" E.



HOLE, MONTES & ASSOCIATES, INC.
ENGINEERS PLANNERS SURVEYORS

HMA PROJECT #1998558
5/18/98
REF. DWG. #B2332

0R3052 Pg 1838

PELICAN LANDING
RESORT HOTEL PARCEL

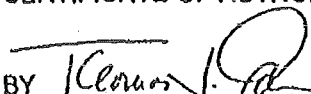
A PARCEL OF LAND LOCATED IN THE EAST HALF OF SECTION 7, TOWNSHIP 47 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE EAST QUARTER CORNER OF SECTION 7, TOWNSHIP 47 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA; THENCE RUN S.00°23'24"E., ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 7, FOR A DISTANCE OF 25.00 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF COCONUT ROAD, A 50.00 FOOT RIGHT-OF-WAY DESCRIBED IN COUNTY COMMISSIONERS MINUTE BOOK 6 AT PAGE 288 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, AND THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE CONTINUE S.00°23'24"E., ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 7, FOR A DISTANCE OF 625.00 FEET; THENCE RUN S.89°40'05"W. FOR A DISTANCE OF 1107.21 FEET; THENCE RUN N.00°19'55"W. FOR A DISTANCE OF 650.00 FEET TO A POINT ON THE SOUTH LINE OF GOVERNMENT LOT 2 OF SAID SECTION 7; THENCE RUN N.00°46'02"E. FOR A DISTANCE OF 210.01 FEET TO THE SOUTHWEST CORNER OF THAT PARCEL OF LAND DESCRIBED IN O.R. BOOK 1677 AT PAGE 3516 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE RUN N.89°40'05"E., ALONG THE SOUTHERLY BOUNDARY OF SAID PARCEL OF LAND DESCRIBED IN O.R. BOOK 1677 AT PAGE 3516, FOR A DISTANCE OF 216.00 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL; THENCE RUN N.03°20'55"W., ALONG THE EASTERLY BOUNDARY OF SAID PARCEL OF LAND DESCRIBED IN O.R. 1677 AT PAGE 3516, FOR A DISTANCE OF 202.00 FEET TO THE NORTHEAST CORNER OF SAID PARCEL; THENCE RUN N.89°40'05"E. FOR A DISTANCE OF 866.42 FEET TO A POINT 25.00 FEET WESTERLY OF, AS MEASURED AT RIGHT ANGLES TO, THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 7, THE SAME BEING A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF SAID COCONUT ROAD; THENCE RUN S.01°07'45"E., PARALLEL WITH THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 7 AND ALONG SAID WESTERLY RIGHT-OF-WAY LINE, FOR A DISTANCE OF 436.29 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID COCONUT ROAD; THENCE RUN S.89°16'14"E., ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, FOR A DISTANCE OF 24.69 FEET TO THE POINT OF BEGINNING; CONTAINING 25.693 ACRES, MORE OR LESS.

THIS PROPERTY IS SUBJECT TO EASEMENTS, RESERVATIONS OR RESTRICTIONS OF RECORD.

BEARINGS REFER TO THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 7, TOWNSHIP 47 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA AS BEING S.00°23'24"E.

HOLE, MONTES & ASSOCIATES, INC.
CERTIFICATE OF AUTHORIZATION LB #1772

BY 
THOMAS J. GARRIS

P.L.S. # 3741
STATE OF FLORIDA

EXHIBIT "B"

JR3052 PB 1830

From the intersection of the North line of Section 24-47-24 and the centerline of State Road #865, run South 20°24'30" East along the center line of said S.R. #865, for 1976.01 feet to the centerline of proposed 200 feet wide road right-of-way; thence South 67°00'10" West for 200 feet to the Westerly right-of-way line of S.R. 865 and the point of beginning; thence continue South 67°00'10" West 760 Feet; thence North 72°02'30" West 708.42 feet; thence North 32°06'40" West, 1378.61 feet; thence North 9°44'40" West, 185.26 feet; thence North 80°15'20" East, 50 feet; thence South 9°44'40" East, 164.69 feet; thence South 32°06'40" East, 1261.97 feet; thence South 72°02'30" East, 712.65 feet; thence North 67°00'10" East, 722.66 feet to the Westerly right-of-way line of S.R. #865; thence South 20°24'30" East along said right-of-way line 100 feet to the point of beginning.



From the center of a turnaround on SR 865, a/k/a the Bonita Beach Road, being SRD Station 19+04.75 according to current alignment on record in SRD R/W book at the Lee County Courthouse, run N.24°20'41"W.266 feet on the same course as the road centerline extending southerly of said turnaround; thence S.62°26'49"W. 90.4 feet; thence N.27°33'11"W.1063.42 feet; thence N.20°00'41"W.1603.3 feet; N.65°00'E.66.5 feet to a concrete monument; thence N.20°00'41"W. along a line of monuments a distance of 925 feet to a concrete monument and the P.O.B. From the P.O.B. run S.65°00'W. to the waters of the Gulf of Mexico, on this date being about 30 feet distant. Also from the P.O.B., run N.65°00'E. to the tidal waters of an inlet, passing a concrete monument at 133.5 feet, and meeting the waters of the inlet at a distance of about 140 feet from the P.O.B. on this date the land conveyed is the peninsula lying northerly of the last described line, and being further delineated by the following described meander line: FROM the P.O.B. run N.19°43'E. 998.50; N. 74°37'E. 414.84 feet; S.57°32' E. 130.30 feet; S.66°48'W. 410.86 feet; S.31°41'W.475.94 feet; S.14°26"W. 365.10 feet to the concrete monument mentioned above; thence along a line marking the southerly boundary of this tract S.65°00'W. 133.5 feet to the Point of Beginning. With full reparian rights, including any changes from avulsion, erosion, or accretion. BEING Lots 11 thru 23 inclusive, and the northerly 75 feet of Lot 10 of an unrecorded plat of Big Hickory Island, lying in G.L. 2, Section 24, Township 47S. Range 24 East, Lee County, Florida.

JR3052 P61840

Commencing at GRD Station 19 plus 04.73, which point is the center of a turnaround at the Northern end of the Donita Beach Road, known also as Hickory Boulevard and State Road 8-863; thence along an extension of the centerline of said SR 8-863, North $26^{\circ} 28' 41''$ West 266 feet more or less to a survey point; thence South $62^{\circ} 26' 49''$ West 98.4 feet; thence North $27^{\circ} 33' 11''$ West 1863.42 feet to a mangrove post; thence North $20^{\circ} 00' 41''$ West 2207.3 feet; thence North 65° East 200 feet to the West right-of-way line of a proposed road and the point of beginning of this tract; thence North $20^{\circ} 00' 41''$ West 100 feet along the right-of-way line of said proposed road; thence South 65° West 240 feet more or less to the water of the Gulf of Mexico; thence southeasterly along the shore of the Gulf of Mexico 100 feet more or less to a point which is South 65° West of the point of beginning; thence North 65° East 10 feet more or less to the point of beginning. Said tract being in Government Lot 3, Section 24, Township 47 South, Range 24 East, Lee County, Florida.

RECORDER'S MEMO

Legibility of Writing, Typing or Printing Unaffected
 in This Document When Received.

0R3052 P61842

Commence at Station 19 plus 44.75 of State Road 9-865, which point is the center of a circular turnaround at the Northern end of Donita Beach Road, also known as the Big Hickory Road 9-365; thence along an extension of the center line of said State Road 9-865, North 24°26'41" West 266 feet more or less to a survey point; thence South 62°26'49" West 98.4 feet; thence North 27°33'33" West 1861.42 feet to a mangrove post; thence North 20°0'41" West, a distance of 1603.2 feet to a point which is the point of beginning of the lands herein described; thence run North 65° East to the waters of the bay; thence run South-easterly along the meander line of the bay 200 feet to a point of intersection with a line parallel to the last described line and repeated therefrom by a perpendicular distance of 200 feet; thence along said parallel line to the waters of the Gulf of Mexico; thence Northerly and Westerly along the waters of the Gulf of Mexico 200 feet more or less to a point of intersection with a southerly and westerly prolongation of the Northwesterly boundary line described above; thence along said line 10 feet more or less to the point of beginning (being the same property described in those deeds contained in Deed Book 226 at pages 222 and 223 of the Public Records of Lee County, Florida, the phraseology of the description having been changed for clarity and exactness). Being in Government Lot 2, Section 24, Township 47 South, Range 26 East, Lee County, Florida.

RECORDER'S MEMO

Legibility of Writing, Typing or Printing Unsatisfactory in This Document When Received.

That portion of Big Hickory Island lying in Government Lot 3, Section 13, Township 47 South, Range 24 East, and in Government Lot 2, Section 24, Township 47 South, Range 24 East, Lee County, Florida, as follows: Commencing at the location shown for an iron pin located at the high water mark at the Northernmost end of Big Hickory Island on a survey dated March 28, 1968 and revised April 22, 1968 by Amey, Inc. Engineering under their #3855, as a point of beginning; South 25° East for a distance of 1100 feet to a point, erect perpendiculars at both points, the land herein conveyed being that lying between these perpendiculars and bounded on the Westerly side by the waters of the Gulf of Mexico, on the Northerly side by the waters of New Pass and on the Easterly side by the waters of a shallow bay or bayou; LESS AND EXCEPT: That portion of land heretofore conveyed by Deed recorded in Official Record Book 24 at Page 466, Public Records of Lee County, Florida, and land heretofore conveyed by Deed recorded in Official Record Book 96 at Page 411, Public Records of Lee County, Florida.

BR3052 PG18F3

EXHIBIT "D"

1. **Shuttle Service.** Subject to the provisions of this Exhibit, (a) the Hotel/Conference Center Property shall operate its own shuttle boat for Hotel guests, and (b) the Association shall operate its own shuttle boat for all other Owners entitled to access to the Beach Park. References in this Exhibit to the Hotel Conference Center Property, the Hotel or its guests shall include (unless otherwise not appropriate), without limitation, all Hotel guests (whether overnight guests or those attending Hotel functions) and personnel related to the activities or operations conducted by the Hotel with respect to the Beach Park. References in this Exhibit to other Owners shall refer to all Owners other than the Hotel Conference Center Property, which are now or hereafter permitted to use the Beach Park, and their guests, lessees, users, and occupants. Except in the event of an emergency evacuation of the Beach Park, and except as provided below, Hotel guests shall not use the Association shuttle boat, and, other Owners permitted access to the Beach Park shall not use the Hotel shuttle boat. Notwithstanding the foregoing, in the event of malfunction of the Association shuttle boat or the Hotel shuttle boat, the Hotel or the Association, as the case may be, shall be permitted to rent, the other's shuttle boat on an as-available and reasonable basis.

2. **Docking Rights.** The Hotel and the Association will cooperate to provide optimal loading and unloading use of the existing dock at the Beach Park. During general Beach Park hours of operation, the Hotel shuttle boat will be permitted two, and only two, docking times per hour of fifteen (15) minutes each, for loading and unloading of passengers. To the extent reasonably practicable, given tide, wind and other weather conditions, the Hotel shuttle boat service and the Association shuttle boat service will be coordinated so as to permit incoming and outgoing shuttle boats to occupy and pass each other in the canal that provides the access to the dock.

3. **Hours of Operation.** The Beach Park hours will be set by the Association from time-to-time. However, the Association shall not restrict the hours of use by the Hotel between 9:00 a.m. to Midnight. The Hotel shall bear the sole cost of staffing the Beach Park with respect to its use during such hours that the Beach Park is not generally open for use. Maintenance or servicing of Beach Park facilities by the Association and Hotel personnel will be reasonably permitted during hours in addition to the hours stated above.

4. **Beach Park Facilities.** Hotel guests will have full and reasonable use of all Beach Park facilities available to other members of the Association, including, without limitation, changing areas and toilets, but excluding chairs and umbrellas. In addition, the Hotel shall be permitted to provide beach facilities to its Hotel guests, including, without limitation, lounges, chairs, tables and umbrellas. The Hotel may provide recreational equipment such as sailboats and windsurfers for rent by Hotel guests and other Owners upon the same terms to all other Owners. Operation of any such recreational facilities will be staged so as not to interfere with the shuttle boat service of the Hotel and the Association and shall be located no closer than one hundred (100) feet from the existing dune walkover boardwalk. Operation of motorized water sports vessels shall be prohibited at the Beach Park.

5. **Group Activities.** Both the Hotel and other Members of the Association shall be entitled to reserve portions of the Beach Park facilities (as to the Hotel, including for activities exclusively for Hotel guests), provided that such activities are located a distance of at least one hundred (100) feet from the existing dune walkover boardwalk and provided that they do not materially adversely affect other users of the Beach Park. The conduct of such activities shall be made under the same rules for both the Hotel and other Members of the Association. The Hotel, the Association and its members will be responsible for all cleaning and maintenance which results from their respective activities.

OR3052 PG 1845

CHARLIE GREEN, CLERK
LEE COUNTY, FL
98 DEC 21 AM 9:12