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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

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INSTR # 5405265
OR BK 03614 PG 3553
RECORDED 04/03/2002 12:30:38 PM
CHARLIE GREEN, CLERK OF COURT
LEE COUNTY
RECORDING FEE 127.50
DEPUTY CLERK J Miller

FIRST AMENDMENT TO THE SIXTY-EIGHTH SUPPLEMENT AND SEVENTY-THIRD SUPPLEMENT TO THE DECLARATION AND GENERAL PROTECTIVE COVENANTS FOR PELICAN LANDING

28

This First Amendment to the Sixty-Eighth Supplement and Seventy-Third Supplement to the Declaration and General Protective Covenants for Pelican Landing (this "Amendment") is made this 14TH day of SEPTEMBER 2001 by and among WCI Communities, Inc., a Delaware corporation, as successor by merger to 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"); Hyatt Equities, L.L.C., a Delaware limited liability company ("Hyatt"), and Pelican Landing Timeshare Ventures Limited Partnership, a Delaware limited partnership ("Timeshare Developer").

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-1" to this Amendment.

B. Declarant, Association and Hyatt recorded a "Sixty-Eighth Supplement to the Declaration and General Protective Covenants for Pelican Landing" at Official Records Book 3052, Page 1817 of the Public Records of Lee County, Florida (the "Sixty-Eighth Supplement").

C. Declarant, Association and Timeshare Developer recorded a "Seventy-Third Supplement to the Declaration and General Protective Covenants for Pelican Landing" at Official Records Book 3362, Page 2486 of the Public Records of Lee County, Florida (the "Seventy-Third Supplement").

D. Declarant, Association, Hyatt and Timeshare Developer wish to amend the Sixty-Eighth Supplement and Seventy-Third Supplement as set forth in this Amendment.

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 Amendment shall have the same meaning ascribed to such terms in the Declaration.

3. Phase II Improvements. The Declarant, Association, Hyatt and Timeshare Developer all hereby approve construction at the Beach Park of the improvements described on Exhibit "A" to this Amendment (the "Phase II Improvements"). No portion of the Beach Park may be used to house or situate any permanent facilities for cooking or cold storage. Declarant agrees, at Declarant's sole cost and expense, to complete construction of the Phase II Improvements in a good and workmanlike manner and in compliance with all laws within 365 days after issuance of the Notice to Proceed with construction from the Florida Department of Environmental Protection for such Phase II improvements subject to force majeure and subject to sea turtle nesting seasons. Upon completion of construction of the Phase II Improvements, Declarant shall record in the Public Records a supplement to this Amendment evidencing completion of the Phase II Improvements and that ownership thereof shall be vested in the Association. Upon completion of the Phase II Improvements, and subject to a one (1) year warranty on defects in materials and workmanship which Declarant shall obtain from the contractor building the Phase II Improvements, the Association shall own, operate and maintain the Phase II Improvements in the same manner as the other Beach Park facilities and improvements, and for the purpose of determining the Hotel

Annual Allocated Share of Assessments and the Timeshare Annual Allocated Share of Assessments, the cost of such operation and maintenance shall be included within Association costs attributable solely to the Beach Park.

4. Use of the Beach Park. In order to maintain the natural resources of the Beach Park, Declarant, the Association, Hyatt and Timeshare Developer agree to limit the maximum number of Members and guests of Members using the beach at the Beach Park at any one time to four hundred eighty (480) people. In order to implement such limitation, Hyatt personnel shall, in cooperation with the captains of the Association and the Hotel/Timeshare shuttle boats, monitor the number of people travelling to and from the Beach Park on each shuttle boat to use the beach at the Beach Park. When such monitoring indicates that use of the beach at the Beach Park is at three hundred eighty-four (384) or more people, Hyatt and the Association agree that the net increase of users of the beach at the Beach Park (a) who are Hotel guests or Timeshare Users shall be twenty (20) people, and (b) who are other Members of the Association or their guests shall be seventy-six (76) people. Each Member shall be responsible for any damage to the Beach Park caused by such Member or its guests.

5. Timeshare Users. Timeshare Developer agrees that Timeshare Users shall only be permitted to use the Beach Park when they are in occupancy of a timeshare unit at the Timeshare Property.

6. Beach Office and Coconut Point Marina: Declarant shall perpetually provide a beach office with a minimum of four hundred (400) square feet for use by the Association's residential boat crew, beach manager and staff, at or nearby (within 100 yards of present location) to the Coconut Point Marina ("Beach Office"), and access to docks and three (3) slips as designated by Declarant at Coconut Point Marina, two (2) pontoon slips for the Association's passenger boats for the purpose of loading and unloading passengers and one (1) smaller, non-pontoon slip for use by the Association's work/utility boat, to the extent permitted by law and subject to the Sovereignty Submerged Land Lease, and at no additional cost to the Association, in accordance with and for the purposes set forth in the 68th Supplement, the 73rd Supplement and this "First Amendment." Should the Hyatt, Timeshare Developer or others wish to share space, additional adequate space shall be required. Notwithstanding the foregoing, the parties acknowledge and agree that such Beach Office may be within a building or facility with other offices/tenants, but in all cases such Beach Office space for the Association in such building or facility shall be not less than 400 square feet. The current location of the Beach Office and access to Coconut

Point Marina is shown on Exhibit "B" attached to this Agreement. PLCA, RA and CAF acknowledge that the location of the Beach Office may be changed by Declarant in the future, but any subsequent Beach Office shall have the minimum square footage (400 square feet) and be situated within the 100 yards as described above. Upon completion of the Marina and related adjacent facilities, Declarant will provide an access agreement, lease, or license agreement with respect to the docks and boat slips in a form satisfactory to PLCA and Declarant. The Association agrees to indemnify and hold harmless Declarant, its successors and assigns, from any and all damages, losses, liabilities, judgments, costs and expenses (including, without limitation, attorneys' fees and costs) incurred by Declarant, its successors and assigns in connection with the Association's use of the Beach Office, and dock and slip facilities. The Association shall provide evidence of liability insurance to WCI in a form reasonably satisfactory to Declarant and naming Declarant as an additional insured.

7. Rules and Regulations. Declarant, the Association, Hyatt and Timeshare Developer agree that the rules and regulations attached to this Amendment as Exhibit D shall replace Exhibit D to the Sixty-Eighth Supplement.

8. Shuttle Boats. Notwithstanding anything to the contrary contained in the Seventy-Third Supplement, except in the event of an emergency, Timeshare Users shall not use the Association shuttle boat.

9. Eco-Park. Subject to the conditions set forth below, members shall have non-exclusive, limited access over the golf course property currently owned by Pelican Landing Golf Resort Ventures Limited Partnership, a Delaware limited partnership (the "Partnership"), which property is described on Exhibit "B-1" attached hereto (the "Partnership Property"), for the sole purpose of providing access to the "Eco Park" (which is identified in Exhibit "C" attached hereto), in accordance with and subject to, the terms and conditions of the Access Management Plan (as defined below) (the "Golf Course Access Document"). The Eco-Park is subject to a conservation easement recorded at O.R. Book 03315, Page 3528 of the Public Records of Lee County, Florida ("Conservation Easement"). An access management plan shall be adopted and implemented by the Partnership (subject to approval of the grantee of the Conservation Easement and receipt of any other governmental approvals as required) for the purpose of defining the terms and conditions of use of the Eco-Park by the members of the Association, Hyatt Hotel guests, and others ("Access Management Plan"). The Access Management Plan is subject to change from time to time. The Golf Course Access Document shall be in the form of an easement, license agreement or other instrument as designated by the Partnership, which instrument shall be recorded in the

Public Records of Lee County, Florida at such time as the Access Management Plan is implemented by the Partnership. This Golf Course Access Document shall be the sole access by the residential Members over the Partnership Property and the terms of such document shall provide that : (a) the Partnership shall have the right to relocate such access over the Partnership Property in any manner in its sole discretion, (b) such document shall be subject to, and conditioned upon, the Access Management Plan and (c) in the event of termination of the Access Management Plan or the access/use rights of and to the Eco-Park by the grantee of the Conservation Easement or by governmental authorities, the Golf Course Access Document shall terminate and be null and void. Use of the Eco-Park by residential Members in accordance with the Access Management Plan shall be equivalent to any use available to Hyatt Hotel guests. An annual fee may be charged to the Association to cover the residential Members' use of the Eco Park.

10. Joint Defense. In the event that the rights of Hyatt, Hotel guests, the Timeshare Developer or Timeshare Users to use (i) the Beach Park in a manner consistent with the Declaration, the Sixty-Eighth Supplement and Seventy-Third Supplement, as amended by this Amendment or (ii) the docks for shuttle boats at the Beach Park and at Coconut Point Marina (collectively, the "Beach Rights") are challenged by any person in any judicial proceeding, in any legislative or zoning proceeding, or in any administrative proceeding before any municipal, county or state agency:

- a. the parties hereto shall cooperate in jointly defending against said challenge and supporting the Beach Rights of Hyatt, Hotel guests, the Timeshare Developer and Timeshare Users, including intervening to defend and support said Beach Rights where appropriate.
- b. Hyatt shall take the lead role in co-ordinating the joint defense of the Beach Rights, including hiring lead counsel, who will also represent the Association. In resolving matters of joint defense strategy or tactics, Hyatt shall make the final determination.
- c. The Association shall be responsible for 25% of the legal costs of any such joint defense.

11. Affirmation of Sixty-Eighth Supplement and Seventy-Third Supplement. Except as otherwise herein provided, the terms and conditions of the Sixty-Eighth Supplement and Seventy-Third Supplement are herein incorporated by reference, affirmed and restated and shall, except as hereby modified, in all respects remain in full force and effect.

12. Effective Date. This Amendment shall be the date it is recorded in the Public Records of Lee County, Florida.

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

Merry F. Prentis
Witness
Merry F. Prentis
Printed Name of Witness

Amy Brister
Witness
Amy Brister
Printed Name of Witness

WCI COMMUNITIES, INC., a Delaware corporation

By: [Signature]
Title: Senior Vice President
Name: George R. Page

STATE OF FLORIDA)
COUNTY OF LEE)

The foregoing instrument was acknowledged before me this 4 day of SEPT, 2001, by George R. Page who is the Sr. Vice Pres. of WCI COMMUNITIES, INC., a Delaware corporation 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: LAURELY SITTERLY
My Commission Expires:



Laurel Sitterly
Witness
LAUREL SITTERLY
Printed name of witness

Mary S. Cook
Witness
Mary S. Cook
Printed name of witness

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

By: [Signature]
Title: President
Name: Milt G. Flinn

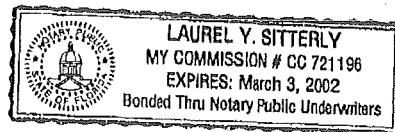
STATE OF FLORIDA)

COUNTY OF LEE)

The foregoing instrument was acknowledged before me this 4 day of SEPT, 2001, by Milt G. Flinn who is the President of PELICAN LANDING COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation, on behalf of said corporation who is personally known to me or has produced _____ as evidence of identification.

(SEAL)

Laurel Sitterly
Signature of Notary Public
Print Name: _____
My Commission Expires: _____



[Signature]
Witness
Mathew T. Coe

Printed name of witness

[Signature]
Witness

Printed name of witness

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

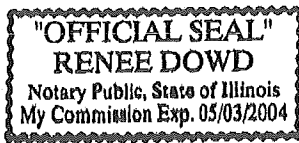
By: [Signature] ^{AVC}
Title: Vice President
Name: Kirk Rose

STATE OF Illinois)
COUNTY OF Cook

The foregoing instrument was acknowledged before me this 4th day of September, 2006, by Kirk Rose who is the Vice President 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 SELF as evidence of identification.

(SEAL)

Signature of Notary Public [Signature]
Print Name: Renée Dowd
My Commission Expires: 05/03/2004



Matthew T. Coe
Witness
Matthew T. Coe

Printed name of witness
Matthew T. Coe

Witness
Marta Pietrykowski
Printed name of witness

PELICAN LANDING TIMESHARE
VENTURES LIMITED PARTNERSHIP, a
Delaware limited partnership

By: HTS-COCONUT POINT, INC., a
Delaware corporation, its general
Partnership

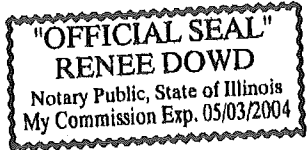
By: Kirk Rose
Title: Vice President
Name: Kirk Rose

STATE OF ILLINOIS)

COUNTY OF COOK)

The foregoing instrument was acknowledged before me this 1st day of September, 2001, by Kirk Rose who is the Vice President of HTS-COCONUT POINT, INC., a Delaware corporation and general partner of Pelican Landing Timeshare Ventures Limited Partnership, a Delaware limited partnership, on behalf of the corporation and the partnership, who is personally known to me or has produced SELF as evidence of identification.

(SEAL)



Signature of Notary Public Renee Dowd
Print Name: RENEE DOWD
My Commission Expires: 05/03/2004

JOINDER AND CONSENT

The undersigned, Pelican Landing Golf Resort Ventures Limited Partnership, a Delaware limited partnership, hereby joins in this Amendment for the purpose of acknowledging its obligations under Section 9 of the above Amendment.

PELICAN LANDING GOLF RESORT
VENTURES LIMITED PARTNERSHIP

By: Pelican Landing Golf Resort
Ventures, Inc.,
Its: General Partner

By: 

Title: Vice President

Name: Edward R. Griffith

December 3, 1990

DESCRIPTION
PARCELS IN

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

CARLE JOHNSON
1911-1968

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. FENOLEY
W. DAVID KEY, JR.
W. BRITT POMEROY
CARL A. BARRACO
GARY R. BULL
KEVIN M. WINTER

CONSULTANTS
LESTER L. BULSON
ROBERT S. O'BRIEN

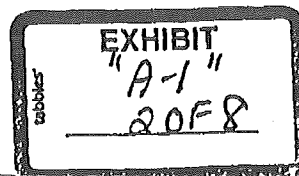


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(NE-1/4) of said Section 20; thence run N 00° 31' 30" E along the west line of the southeast quarter (SE-1/4) of said Section 17 for 2644.38 feet to an intersection with the south line of Spring Creek Road as described in Deed Book 305 at Page 276, 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

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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.

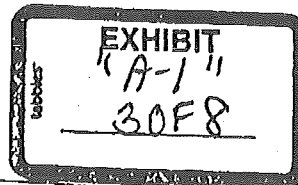
ALSO

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.

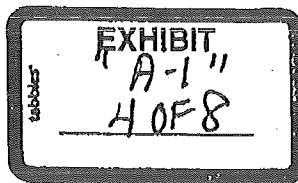
ALSO

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



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.

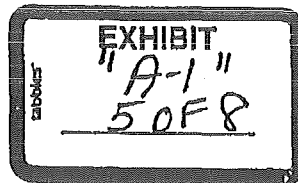


DR3052-161055

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



September 4, 1990

2158 JOHNSON STREET
TELEPHONE (813) 334-0644
TELECOPIER (813) 334-3661
POST OFFICE BOX 1350
FORT MYERS, FLORIDA
33902-1350

DESCRIPTION

PARCEL IN

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

CARLE E. JOHNSON
1911-1966

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

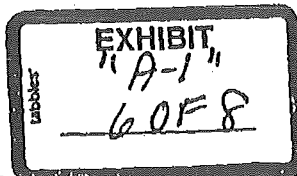
DAN W. DICKEY
KENTON R. KEILING
GEORGE J. KALAL
MICHAEL L. HARMON
THOMAS L. FENDLEY
W. DAVID KEY, JR.
W. BRITT POMEROY
CARL A. BARRACO
GARY R. BULL

CONSULTANTS
LESTER L. BULSON
ROBERT S. O'BRIEN

WBP/pd
18601

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

BOOK 03514
PAGE 3568



UNCLASSIFIED

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:

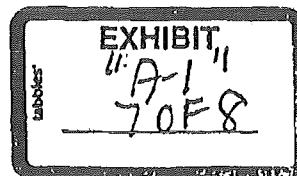
The East three-quarters (E-3/4) of the Northwest one-quarter (NW-1/4) of the Southwest one-quarter (SW-1/4) of said Section 5, consisting of 30 acres, more or less.

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

DR3052 FORTU 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.

c:\msoffice\winword\pica_exa.leg
/las - 06/26/96



DR BOOK 03614 PAGE 3570

ESTERO BAY

QR BOOK 03614 PAGE 3571

APPROXIMATE MEAN HIGH WATER LINE TAKEN FROM AERIAL PHOTOGRAPH

MANGROVES

SECTION 13
SECTION 24
GOVERNMENT LOT 3A
GOVERNMENT LOT 4

DNR CONTROL LINE (1993)
DNR COASTAL CONSTRUCTION

TO NORTHERN BEACH

PROPOSED UNPAVED WALK

475 ±

EXISTING SEAK

PROPOSED ROCK PAVILION (PHASE 2)

WELL # PIPES

PA BH

EXISTING CASINO PAVILIONS

EXISTING OFFICE BLDG & RESTROOMS

FOUND DEPT. OF NATURAL RES. CONC. VIOLATION R-225 (MIA)

APPROXIMATE CENTER LINE VEGETATION

PROPOSED PARKING

EXISTING WALKWAY

BEACH

0' CONTOUR FROM 12-15-99 FIELD WORK

MEAN HIGH WATER LINE ELEV. 1.8 (8-6-10)

BEACH

GULF OF MEXICO

PELICAN LANDING BEACH PARK

AT BIG HICKORY ISLAND

EXHIBIT
1A
LOFA
3/2008

Gora McGahay ASSOCIATES IN ARCHITECTURE
49 Sealey Circle Suite 202
Fort Myers, Florida 33907
cell: 251-8225 Fax: 251-975-7123

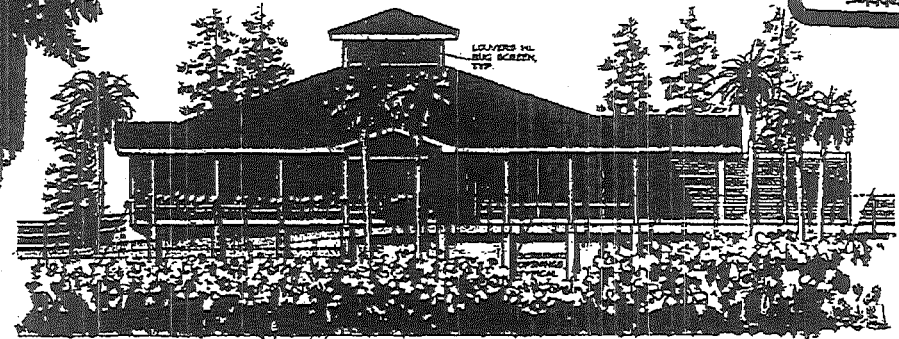
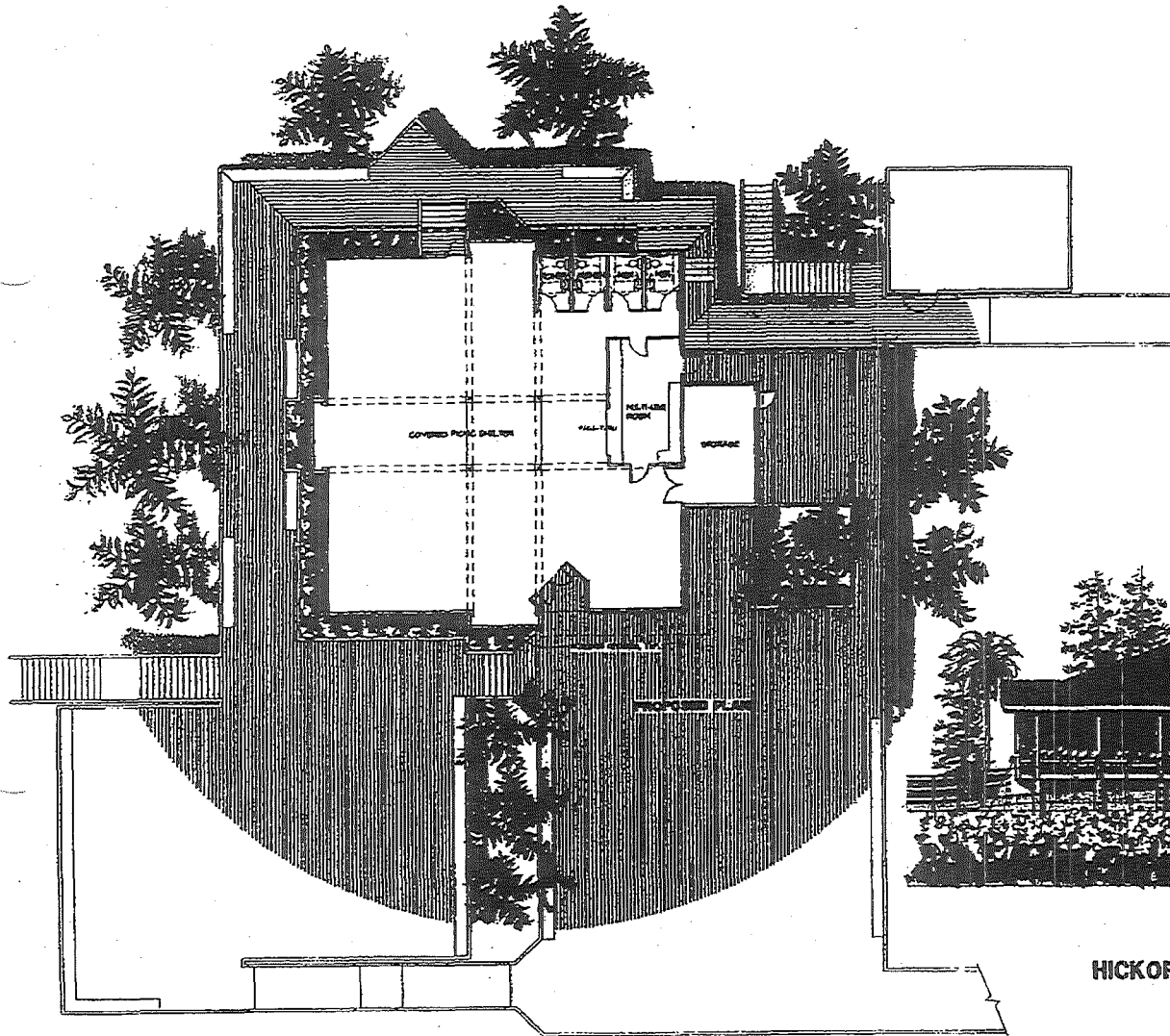


EXHIBIT
"A"
2 OF 2

PROPOSED ELEVATION

**HICKORY ISLAND PICNIC SHELTER
BONITA BEACH, FLORIDA**

Gora
McCahey
ASSOCIATES IN
ARCHITECTURE
43 Seaboy Circle Suite 202
Fort Myers, Florida 33907
941-271-0125 Fax 941-275-7121

JOB NO. 4400

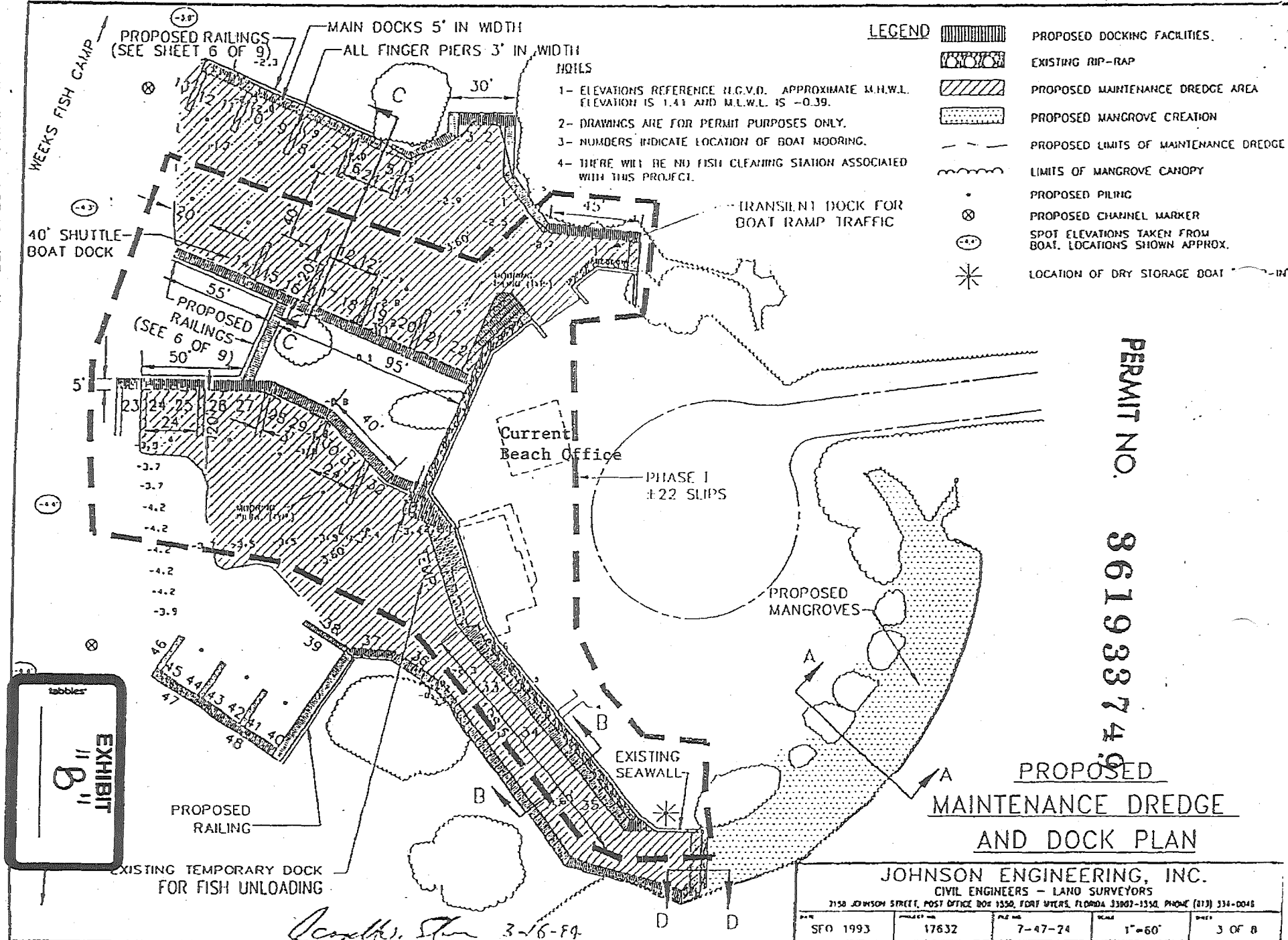
1/16/01

Exhibit
Coconut Point Marina and Current Beach Office

17632B02

02-10-1993 10:37

OR BOOK 03614 PAGE 3573



PERMIT NO. 861933746

PROPOSED
MAINTENANCE DREDGE
AND DOCK PLAN

JOHNSON ENGINEERING, INC.				
CIVIL ENGINEERS - LAND SURVEYORS				
2150 JOHNSON STREET, POST OFFICE BOX 1550, FORT MYERS, FLORIDA 33907-1550, PHONE (813) 334-0048				
DATE SEP 1993	PROJECT NO. 17632	FILE NO. 7-47-74	SCALE 1"=60'	SHEET NO. 3 OF 8

Coconut Point 3-16-89

tabbler
EXHIBIT
B

DESCRIPTION

HYATT RESORT GOLF PARCEL

PARCEL IN
SECTIONS 5, 6, 7 AND 8, T. 47 S., R. 25 E.
LEE COUNTY, FLORIDA

All those lands as described in Official Record Book 780, pages 3182 through 3184 and Official Record Book 2525, pages 1400 through 1402, Public Records of Lee County, Florida along with all that part of Government Lot 1, Section 7, Township 47 South, Range 25 East, Lee County, Florida lying east of the Mean High Water line of the waters of the Estero Bay all being more particularly described as follows:

All that part of Sections 5, 6, 7 and 8, Township 47 South, Range 25 East, Lee County, Florida along with Lots B8, B9, B10, B11, B12, B21, B22, B23, B24 and B25, Florida Gulf Land Company's Subdivision, according to the plat thereof as recorded in Plat Book 1, page 59, Public Records, Lee County, Florida all being more particularly described as follows:

BEGINNING at the southeast corner of said Government Lot 1, Section 7; thence along the west line of the northwest one-quarter (NW-1/4) of said Section 8, S01°07'45"E, a distance of 1284.54 feet to a line lying 40 feet northerly of and parallel with, as measured at right angles to, the south line of the northwest one-quarter (NW-1/4) of said Section 8; thence along said parallel line S89°16'14"E, a distance of 1267.99 feet to the east line of the west one-half (W-1/2) of the northwest one-quarter (NW-1/4) of said Section 8, said line also being the west line of said El Dorado Acres; thence along said fractional line and the west line of El Dorado Acres N01°00'40"W, a distance of 2612.29 feet to the south line of the southwest one-quarter (SW-1/4) of said Section 5, said line also being the south line of said Florida Gulf Land Company's Subdivision, said line also being the north line of said El Dorado Acres; thence along said line S89°25'14"E, a distance of 1273.31 feet to the south one-quarter (S-1/4) corner of said Section 5; thence along the south line of the southeast one-quarter (SE-1/4) of said Section 5, said line also being the north line of said El Dorado Acres, S88°49'04"E, a distance of 322.44 feet to the east line of Lot B8 of said Florida Gulf Land Company's Subdivision; thence along said east line of Lot B8 and continue along the east line of Lot B25 N00°26'57"W, a distance of 2655.63 feet to the north line of the southeast one-quarter (SE-1/4) of said Section 5, said line also being the north line of Lot B25 of said Florida Gulf Land Company's Subdivision; thence along said line S89°30'21"W, a distance of 325.11 feet to the center of said Section 5; thence along the north line of the southwest one-quarter (SW-1/4) of said Section 5 S89°34'01"W, a distance of 2592.59 feet to the west one-quarter (W-1/4) corner of said Section 5; thence along the west line of the southwest one-quarter (SW-1/4) of said Section 5 S01°27'58"E, a distance of 92.76 feet to the boundary of those lands as described in Official Record Book 1762, page 4173, Public Records,

OR BOOK 03614 PAGE 3574

Lee County, Florida; thence along said boundary in the following five (5) described courses:

- 1) S89°10'33"W, a distance of 349.32 feet;
- 2) S00°49'45"E, a distance of 162.43 feet;
- 3) N81°21'24"W, a distance of 600.65 feet;
- 4) S46°11'08"W, a distance of 523.57 feet;
- 5) S00°48'54"E, a distance of 775.71 feet

to the north line of Government Lot 4, of said Section 6; thence along said north line S89°41'05"W, a distance of 200 feet more or less to the Mean High Water line of the waters of the Estero Bay; thence southerly along said Mean High Water line to the south line of Government Lot 1 of said Section 7; thence along said south line of Government Lot 1 N89°33'42"E, a distance of 1279 feet more or less to the POINT OF BEGINNING of the Parcel herein described;

ALONG WITH:

Lot 8, Block 14, El Dorado Acres, an unrecorded subdivision in Section 8, Township 47 South, Range 25 East according to the plat thereof as recorded in Deed Book 310, page 183 and Official Record Book 82, page 474, Public Records, Lee County, Florida;

LESS AND EXCEPT the following parcel of land:

OR BOOK 03614 PAGE 3575

Description of Hyatt Golf Resort Time Share Parcel,
being a part of Sections 5 and 6, Township 47 South,
Range 25 East, Lee County, Florida
(Revised 11/15/01)

All that part of Sections 5 and 6, Township 47 South, Range 25 East, Lee County, Florida, being more particularly described as follows:

Commencing at the southeast corner of said Section 6;

thence North 32°03'01" West 401.93 feet to the Point of Beginning of the parcel herein described;

thence North 35°11'25" West 153.86 feet;

thence South 59°23'02" West 537.28 feet;

thence North 31°15'19" West 104.97 feet;

thence North 06°23'24" East 410.85 feet;

thence North 35°42'31" West 280.13 feet;

thence North 06°47'06" East 453.60 feet;

thence North 18°34'18" West 182.05 feet;

thence North 03°21'04" West 151.03 feet;

thence North 17°12'51" East 216.81 feet;

thence North 66°41'26" East 491.36 feet;

thence South 69°14'14" East 229.14 feet;

thence South 25°02'44" East 76.93 feet;

thence South 63°59'01" East 35.54 feet;

thence South 20°24'37" East 276.35 feet;

thence South 25°02'44" East 245.21 feet;

thence South 17°54'44" East 130.83 feet;

thence South 28°11'56" West 205.73 feet;

thence South 16°04'11" East 265.70 feet;

thence South 53°58'04" East 190.76 feet;

thence South 22°12'52" East 87.71 feet;

thence South 72°12'41" West 131.17 feet;

thence South 69°10'37" West 363.26 feet;

thence South 20°46'24" East 161.13 feet;

thence South 60°31'34" West 62.68 feet to the Point of Beginning of the parcel herein described.

Subject to easements and restrictions of record.

Containing 33.40 acres more or less.

Bearings are based on the east line of said Section 6, being North 01°33'26" West.

Certificate of authorization #LB-43.

WilsonMiller, Inc.

Registered Engineers and Land Surveyors

By: John P. Maloney Date 11-15-2001
John P. Maloney, P.S.M. #4493

Ref: 4K-438
Not valid unless embossed with the Professional's seal.

EXHIBIT "B-1"
3 of 3

DR BOOK 03614 PAGE 3576

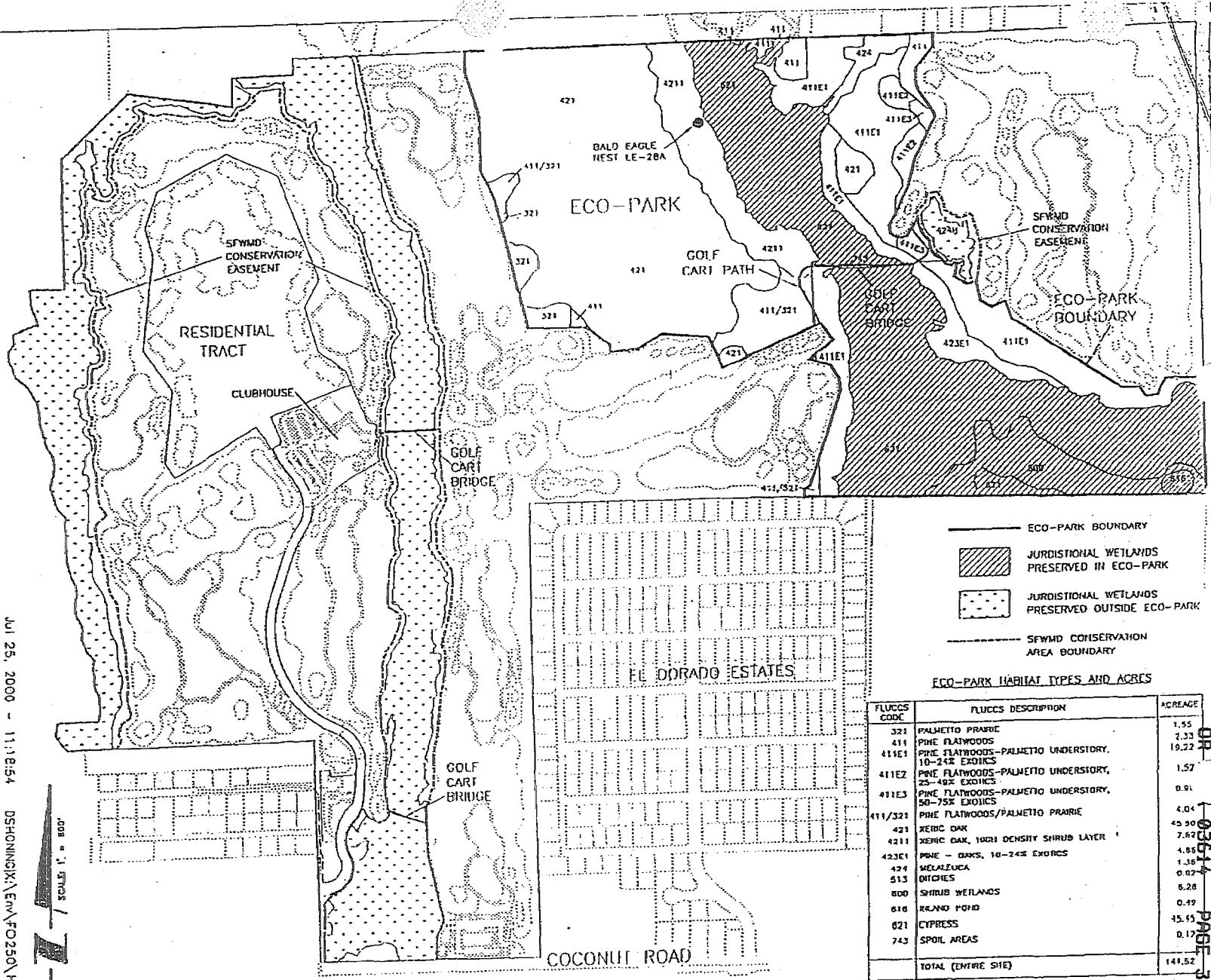


FIGURE I
 PELICAN LANDING DRI
 ECO-PARK RECONFIGURATION

- NOTES:
- EXOTIC REMOVAL AND PERPETUAL MAINTENANCE TO OCCUR IN HABITATS WITHIN ECO-PARK DENOTED AS CONTAINING EXOTIC SPECIES.
 - SPOIL AREA (FLUCCS #743) IN HALFWAY CREEK TO BE REMOVED AND AREA RETURNED TO NATURAL GRADE.

PROJECT: PELICAN LANDING DRI ECO-PARK RECONFIGURATION
 CLIENT: WCI COMMUNITIES, INC. & HYATT DEVELOPMENT CORP.

JUL 25, 2000 - 11:18:54 D:\SHONING\X\ENV\FO250\Hyatt\02500001.dwg

WilsonMiller, Inc.
 Planners • Engineers • Ecologists • Surveyors • Landscape Architects
 4571 Colonial Boulevard, Suite 100 • Fort Myers, Florida 33922 • Phone 941-899-1100

WilsonMiller

EXHIBIT
 11
 11

SCALE	1" = 800'	DATE	7/24/00
REV. NO.	5, 8	REV. NO.	
PROJECT NO.	FO250-024-X14 FSV00	PROJECT NO.	
DRAWN BY/DATE	DVS/3/52	DRAWN BY/DATE	
SHEET NO.	1 OF 1	SHEET NO.	

EXHIBIT "D"

1. **Shuttle Service.** Subject to the provisions of this Exhibit, (a) the Hotel/Conference Center Property and Timeshare Property shall operate their own shuttle boats for guests of the hotel on the Hotel Conference Center Property (the "Hotel") and Timeshare Users (as defined in the Seventy-Third Supplement to the Declaration), and (b) the Association shall operate its own shuttle boats 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 (excluding day time Hotel conferees who are not overnight guests of the Hotel with the exception of sales personnel bringing prospects to the Beach Park) 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 owners of the Hotel Conference Center Property and Timeshare Property (as defined in the Seventy-Third Supplement to the Declaration), 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 and Timeshare Users shall not use the Association shuttle boats, and other Owners permitted access to the Beach Park shall not use the Hotel/Timeshare shuttle boats. Notwithstanding the foregoing, other Owners will be permitted to use the Hotel/Timeshare shuttle boats, as space allows, prior to 9:00 a.m. and after 4:30 p.m. when the Association shuttle boats are not operating. The capacity of each shuttle boat will be limited to fifty (50) people, including captain and mate.

2. **Docking Rights.** Mooring at the Beach Park dock for the purpose of shuttling Hotel guests, Timeshare Users and other Owners shall be permitted only from dawn to dusk. The Hotel/Timeshare and the Association will cooperate to provide optimal loading and unloading use of the dock(s) at the Beach Park. During general Beach Park hours of operation, the Hotel/Timeshare shuttle boat and Association shuttle boat will each 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/Timeshare 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 channel that provides the access to the dock.

3. **Hours of Operation.** The normal hours of operation of the Beach Park by the Association shall be from 9:00 a.m. to 4:30 p.m. each day. The Association however, in its sole and absolute discretion, may, from time to time, extend the normal hours of operation of the Beach Park. The

Association, in operating the Beach Park, shall not restrict hours of use by the Hotel guests or Timeshare Users from dawn to dusk. Hyatt and the Timeshare Developer 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, Hyatt and the Timeshare Developer personnel will be reasonably permitted during hours in addition to the hours stated above.

4. **Beach Park Facilities.** Hotel guests and Timeshare Users 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. In addition, Hyatt and Timeshare Developer shall be permitted to provide beach facilities to Hotel guests and Timeshare Users, including, without limitation, towels, lounges, chairs and umbrellas.

5. **Concessions.** Subject to paragraph 6 below, neither the Declarant, the Association, nor Hyatt shall (i) sell food, drinks, beach products or other merchandise on Big Hickory Island, (ii) moor a boat on Big Hickory Island for the purpose of selling food, drinks, beach products or other merchandise, or (iii) operate an equipment and rental business on Big Hickory Island. In addition, the Association shall not permit any other party to undertake the activities described in the preceding sentence at the Beach Park. Sale of food, drinks, beach products or other merchandise shall be permitted on the Hotel/Timeshare shuttle boat and Association shuttle boat when not moored at Big Hickory Island. Other than for emergency purposes and for electric carts on a system of boardwalks off the beach, motorized vehicles shall not be permitted at the Beach Park.

6. **Group Activities.** 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) to hold and cater special beach functions provided that they do not materially adversely affect other users of the Beach Park. The Hotel and the Association will establish a reasonable, fair and non-discriminatory reservation system through the Association to avoid conflict between competing events. The conduct of such activities shall be made under the same rules for both the Hotel and other Members of the Association. Such functions must comply with the Beach Management Plan and all laws relating to turtle and bird nesting. The Hotel, the Association and its Members will be responsible for all cleaning and maintenance which results from their respective activities. The Association shall not be responsible for theft or destruction of non-Association property left at the Beach Park facilities.

7. All Members, their guests and invitees shall use the Beach Park facilities in accordance with all applicable laws.