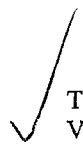


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This instrument prepared by and return to:
Vivien N. Hastings, Esq.
24301 Walden Center Drive
Bonita Springs, FL 34134

INSTR # 5629340
OR BK 03778 PG 3528
RECORDED 11/19/2002 02:11:02 PM
CHARLIE GREEN, CLERK OF COURT
LEE COUNTY
RECORDING FEE 28.50
DEPUTY CLERK M Bernard

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

This Second Amendment to the Sixty-eighth Supplement and Seventy-third Supplement to the Declaration and General Protective Covenants for Pelican Landing (this "Second Amendment") is made this 11 day of OCTOBER, 2002 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 Amendment, WCI Communities, Inc. is referred to in this Amendment 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, Page 1873, of the Public Records of Lee County, Florida, as subsequently amended and supplemented (collectively, the "Declaration").

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.

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.

D. Declarant, Association, Hyatt and Timeshare Developer recorded a "First Amendment to the Sixty-eighth Supplement and the Seventy-third Supplement to the Declaration and General Protective Covenants for Pelican Landing" at Official Records Book 3614, Page 3553, of the Public Records of Lee County, Florida ("First Amendment").

E. Declarant, Association, Hyatt and Timeshare Developer wish to amend the Sixty-eighth Supplement and Seventy-third Supplement to revise the completion date for the "Phase II Improvements" (as such term is defined in the First Amendment) as set forth in this Second 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 Second Amendment shall have the meaning ascribed to such terms in the Declaration.

3. Declarant hereby deletes Section 3 entitled Phase II Improvements from the First Amendment in its entirety and replaces it with the new Section 3 to read as follows:

"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 sold cost and expense, to complete construction of the Phase II Improvements in a good and workmanlike manner and in compliance with all laws on or before November 30, 2003 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. Affirmation of Sixty-eighth Supplement and Seventy-third Supplement. Except as otherwise herein provided, the terms and conditions of the Sixty-eighth and Seventy-third Supplements are herein incorporated by reference, affirmed and restated and shall, except as hereby modified, in all respects remain in full force and effect.

5. Effective Date. The Effective Date of this Second Amendment shall be the date it is recorded in the Public Records of Lee County, Florida.

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

T S Dolan
Print Name: Terrence S. Dolan

Teresa Riggs
Print Name: Teresa Riggs

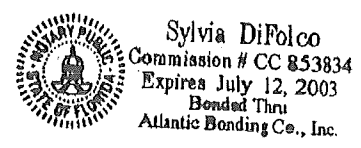
WCI COMMUNITIES, INC., a Delaware corporation

By: [Signature]
Print Name: Edward R. Griffith, V.P.
Its: Vice President

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me this 11th day of OCTOBER, 2002, by EDWARD R. GRIFFITH, as ~~Senior~~ Vice President of WCI Communities, Inc., a Delaware corporation, on behalf of said corporation. He is personally known to me.

Sylvia Di Folco
Notary Public
Print Name: SYLVIA DIFOLCO
My Commission Expires: JULY 12, 2003



Elaine M. Rumble
Print Name: Elaine M. Rumble

Lisa M. Perry
Print Name: Lisa M. Perry

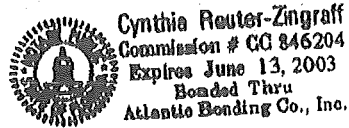
PELICAN LANDING COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation

By: George S. Gilliland
Print Name: GEORGE S. GILLILAND
Its: PRESIDENT

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me this 25th day of September, 2002 by George Gilliland, as President of Pelican Landing Community Association, Inc., a Florida not-for-profit corporation, on behalf of said corporation. He is personally known to me.

Cynthia Reuter-Zingraff
Notary Public
Print Name: CYNTHIA REUTER-ZINGRAFF
My Commission Expires:



Jacqueline Tasker
Print Name: Jacqueline Tasker

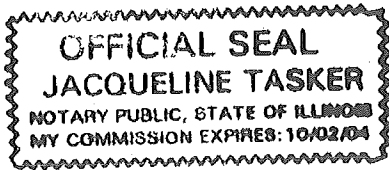
HYATT EQUITIES, L.L.C. a Delaware
limited liability company

Simona Cristescu
Print Name: SIMONA CRISTESCU

By: [Signature] MC
Print Name: Kirk A. Rose
Its: VP

STATE OF ILLINOIS
COUNTY OF COOK

The foregoing instrument was acknowledged before me this 23 day of October, 2002 by Kirk A. Rose, as VP of Hyatt Equities, L.L.C., a Delaware limited liability company, on behalf of the company. He is personally known to me.



Jacqueline Tasker
Notary Public
Print Name: Jacqueline Tasker
My Commission Expires: 10/02/04

Jacqueline Tasker
Print Name: Jacqueline Tasker
Simona Cristescu
Print Name: SIMONA CRISTESCU

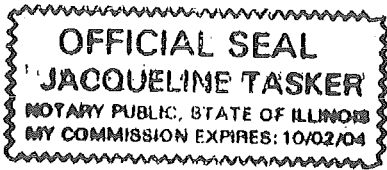
PELICAN LANDING TIMESHARE
VENTURES LIMITED PARTNERSHIP,
a Delaware limited partnership

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

By: [Signature]
Print Name: Kirk A. Rose *KAR*
Its: VP

STATE OF ILLINOIS
COUNTY OF COOK

The foregoing instrument was acknowledged before me this 23 day of
October, 2002, by Kirk A. Rose, as
VP 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. He is personally
known to me.



Jacqueline Tasker
Notary Public
Print Name: Jacqueline Tasker
My Commission Expires:
10/02/04