

Instrument prepared by and  
after recording return to:

Richard Linqanti, Esq.  
Carlton Fields  
4221 W. Boy Scout Blvd  
Suite 1000  
Tampa, FL 33704

CERTIFICATE OF  
SUPPLEMENT TO THE  
DECLARATION AND GENERAL PROTECTIVE COVENANTS  
FOR PELICAN LANDING  
(Voting Group Designation Supplemental Declaration)  
and  
AMENDMENTS TO THE  
AMENDED AND RESTATED BYLAWS  
OF PELICAN LANDING COMMUNITY ASSOCIATION, INC.

This Certificate is made this 22 day of JULY 2016, by WCI Communities, LLC, a Delaware limited liability company, as successor 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 an Amended and Restated Declaration and General Protective Covenants for Pelican Landing described herein (and for purposes of this Supplement, WCI Communities, LLC is referred to in this Supplement as "Declarant").

WHEREAS, on November 11, 1988, the Declarant recorded a certain document entitled "Declaration and General Protective Covenants for Pelican's Nest" in O.R. Book 2030, Page 663 et seq., Public Records of Lee County, Florida; and

WHEREAS, such instrument, as it was amended, was subsequently amended and restated in its entirety and was recorded on January 18, 1991 as the "Amended and Restated Declaration and General Protective Covenants for Pelican Landing" in O.R. 2198, Page 1878 et seq., Public Records of Lee County, Florida (as subsequently amended and supplemented, the "Declaration"); and

WHEREAS, in Article III, Section 3(b) of the Declaration, Declarant has the right to establish Voting Groups for election of members of the Board of Directors of Pelican Landing Community Association, Inc. (the "Association") at least ninety (90) days prior to the expiration of the Original Class "B" Control Period (as defined in the Declaration) by recording a supplemental Declaration in the Public Records of Lee County, Florida; and

WHEREAS, more than ninety (90) days remain before the expiration of the Original Class "B" Control Period, Declarant established Voting Groups pursuant to the Declaration as evidenced by that certain Certificate recorded May 12, 2016, as Instrument No. 2016000102260 in the Official Records of Lee County, Florida; and

WHEREAS, The aforesaid Certificate also contains certain provisions as amendments to the Declaration and to the Bylaws of the Association with regard to nomination and election procedures for the Voting Groups ("Procedural Matters"); and

WHEREAS, Declarant wishes to revise certain of the Procedural Matters; and

WHEREAS, Declarant has the right to amend the Bylaws of the Association pursuant to Article VI, Section 6 thereof with the approval of no other person being required;

NOW, THEREFORE:

1. Declarant hereby adopts the AMENDED AND RESTATED SUPPLEMENT TO THE DECLARATION AND GENERAL PROTECTIVE COVENANTS FOR PELICAN LANDING (Voting Group Designation Supplemental Declaration) attached hereto as Exhibit "A" which is made a part hereof.

2. Declarant hereby adopts the AMENDED AND RESTATED AMENDMENTS TO THE AMENDED AND RESTATED BYLAWS OF PELICAN LANDING COMMUNITY ASSOCIATION, INC. attached hereto as Exhibit "B" which is made a part hereof.

IN WITNESS WHEREOF, the Declarant has caused this Certificate to be duly executed as of the 22 day of July, 2016.

WITNESSES:

Signature: Ledia Metaj  
Name: LEDIA METAJ

Signature: Nancy P. Castellano  
Name: Nancy P. Castellano

DECLARANT:

WCI COMMUNITIES, LLC, a Delaware limited liability company authorized to do business in Florida

By: Paul Erhardt  
Name: Paul Erhardt  
Title: Senior Vice President

STATE OF FLORIDA  
COUNTY OF LEE

The foregoing instrument was acknowledged before me this 22<sup>nd</sup> day of July, 2016, by Paul Erhardt, as Senior Vice President of WCI COMMUNITIES, LLC, a Delaware limited liability company authorized to do business in Florida, on behalf of the company. He is personally known to me.

My Commission Expires:

Ledia Metaj  
(Signature)

(AFFIX NOTARY SEAL)

Name: LEDIA METAJ  
(Legibly Printed)

Notary Public, State of Florida

# FF051798  
(Commission Number, if any)



Exhibit A

**AMENDED AND RESTATED**  
**SUPPLEMENT TO THE**  
**DECLARATION AND GENERAL PROTECTIVE COVENANTS**  
**FOR PELICAN LANDING**  
**(Voting Group Designation Supplemental Declaration)**

This Amended and Restated Supplement to the Declaration and General Protective Covenants for Pelican Landing ("Supplemental Declaration") is made as of JULY 22, 2016, by WCI Communities, LLC, a Delaware limited liability company, as successor 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 an Amended and Restated Declaration and General Protective Covenants for Pelican Landing described herein (and for purposes of this Supplement, WCI Communities, LLC is referred to in this Supplement as "Declarant").

**BACKGROUND**

A. Declarant recorded that certain Amended and Restated Declaration and General Protective Covenants for Pelican Landing in O.R. Book 2198, Page 1873 of the Public Records of Lee County, Florida, as subsequently amended and supplemented from time to time (collectively, the "Declaration"), which Declaration subjects to its terms certain real property described in the Declaration and referred to therein and herein as "Properties."

B. Article III, Section 3(b) of the Declaration provides, in part that Declarant shall record a supplemental Declaration in the public records to designate and establish "Voting Groups" under the Declaration at least ninety (90) days prior to the expiration of the Original Class "B" Control Period (as defined in the Declaration).

C. Declarant established Voting Groups and nomination and election procedures pursuant to the Declaration as evidenced by that certain Certificate recorded May 12, 2016, as Instrument No. 2016000102260 in the Official Records of Lee County, Florida (the "May Certificate").

D. Declarant wishes to revise certain of the nomination and election procedures, and for that purpose wishes to amend and restate in its entirety Exhibit A to the May Certificate.

E. The Original Class "B" Control Period will expire in more than ninety (90) days from the date hereof.

NOW, THEREFORE, Exhibit A to the May Certificate is amended and restated in its entirety as provided herein.

**TERMS**

1. Recitals. The recitals in the foregoing Background are true and correct 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. Designation of Voting Groups. Pursuant to Article III, Section 3(b) of the Declaration, Declarant designates and establishes the nine (9) Voting Groups set forth below. Each Voting Group shall have the right to elect one (1) Director to the Board of Directors of the Association:

a. The Colony Voting Groups (Voting Groups 1 and 2) – two (2) identical Voting Groups and therefore having the right to elect two (2) Directors collectively, each of which shall consist of all residential Property Members for residential Properties subject to the Declaration and General Protective Covenants for The Colony at Pelican Landing recorded in Book 2775, Page 3845 in the Official Records of Lee County, Florida, as amended and supplemented from time to time (the "Colony Declaration"). Each residential Member subject to the Colony Declaration ("Colony Member") may cast one (1) vote on a non-cumulative basis in each Colony Voting Groups election for each Colony Voting Groups Director to be elected at that time.

b. The Pelican Landing Voting Groups (Voting Groups 3, 4, 5 and 6)– four (4) identical Voting Groups and therefore having the right to elect four (4) Directors collectively, each of which shall consist of all residential Property Members for all residential Properties subject to the Declaration, but whose Units are not subject to the Colony Declaration and not included in 3 e. (iii) below (relating to Beach Park Facilities) ("Pelican Landing Member"). For clarification purposes, if residential Properties are included in 3 e. (iii) below or in a New Voting Group in accordance with Section 4.2 (C) of the Bylaws, then they are not part of the Pelican Landing Voting Groups. Each Pelican Landing Member may cast one (1) vote on a non-cumulative basis in each Pelican Landing Voting Groups election for each Pelican Landing Voting Groups Director to be elected at that time.

c. Community Voting Group (Voting Group 7). - consisting of all Members of the Association with voting rights (including only limited voting rights), both residential and non-residential and Business Properties, and shall elect one (1) Director at large.

d. Recreational Property Voting Group (Voting Group 8) – consisting of those Properties operated as Pelican's Nest Golf Club and The Colony Golf & Country Club. This Recreational Property Voting Group shall elect one (1) Director. The Director elected by the Recreational Property Voting Group shall be designated by the Board of Governors of Pelican's Nest Golf Club or The Colony Golf & Country Club (either, a "Club") on an alternating basis, beginning in 2016 with designation by the Colony Golf &

Country Club. It shall be a requirement for qualification and service as a Board member appointed by the Recreational Property Voting Group that such person be, as applicable, (a) an employee or a member in good standing who is a past (but not a current) member of the Board of Governors of either Pelican's Nest Golf Club, Inc. or (b) from and after the Turnover Date of the Colony Golf & Country Club ("Colony Club"), as such term is defined in the Club Acquisition Agreement between Declarant and the Colony Club, an employee or a member in good standing who is a past (but not a current) member of the Board of Governors of the Colony Club.

e. Hotel/Conference Center Property Voting Group (Voting Group 9) – consisting of (i) the Hotel Property, (ii) all units submitted by Declarant, its successors and/or assigns, to a timeshare plan pursuant to Chapter 721 of the Florida Statutes, and (iii) all other Members, if any, whose only right to use General Common Areas under the Declaration is to access the Beach Park (located at Big Hickory Island, Estero Bay) and Association property (including without limitation, the Association shuttle boats operated for the purpose of conveying passengers to and from the Beach Park, shuttle buses or other transportation, the docks, the parking areas, the improvements and facilities at the Beach Park) either located on, or to the extent used in any manner whatsoever now or in the future to operate, access, use or enjoy the Beach Park (collectively, the "Beach Park Facilities"), unless such Members are now or in the future designated by Declarant as members of any New Voting Group in accordance with Section 4.2 (C) of the Bylaws, except the Community Voting Group. The Director elected by the Hotel/Conference Center Property Voting Group shall be counted as a Director for purposes of determining a quorum and shall have the right to vote only on matters relating to the Beach Park Facilities, including without limitation any and all matters relating to or affecting access to Beach Park Facilities, budgets, cost methodology, operating costs, capital expenditures, policies and procedures, and rules and regulations, but shall have no right to vote on any other matters. Except as specifically provided in this paragraph, the members of the Hotel/Conference Center Property Voting Group shall have any and all rights they may have under the Declaration and Bylaws.

"Voting Group". "Voting Group" as used in the Declaration shall hereafter conform to the Voting Groups designated in this Supplemental Declaration.

4. Conformity of Documents. All provisions in the Bylaws, Articles of Incorporation and rules and regulations of the Association shall be interpreted in a manner consistent with the terms of this Supplemental Declaration. In the event of any irreconcilable conflict of provisions between this Supplemental Declaration and any of those other Association documents, such conflict shall be resolved as provided in Article XIII, Section 21 of the Declaration.

5. Reservation of Rights. Declarant reserves any and all rights it may have under the Declaration and Bylaws, including without limitation its rights under Section 4.2(C) of the Bylaws.

IN WITNESS WHEREOF, Declarant has caused this Supplemental Declaration to be duly executed effective as of the date first above written.

WITNESSES:

Name: Ledia Metaj  
Print Name: LEDIA METAJ

Name: Nancy P. Castellano  
Print Name: Nancy P. Castellano

DECLARANT:

WCI COMMUNITIES, LLC, a Delaware limited liability company authorized to do business in Florida

By: Paul Erhardt  
Name: PAUL ERHARDT  
Title: SVP

STATE OF FLORIDA

COUNTY OF Lee

The foregoing instrument was acknowledged before me this 22<sup>nd</sup> day of July, 2016, by Paul Erhardt, as SVP of WCI COMMUNITIES, LLC, a Delaware limited liability company authorized to do business in Florida, on behalf of the company. He is personally known to me.

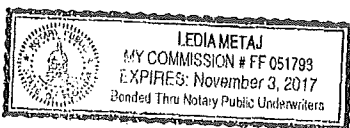
My Commission Expires:

Ledia Metaj  
(Signature)

(AFFIX NOTARY SEAL)

Name: LEDIA METAJ  
(Legibly Printed)  
Notary Public, State of Florida

# FF 051798  
(Commission Number, if any)



JOINDER

Pelican's Nest Golf Club, Inc., a Florida not for profit corporation, hereby consents to and joins in the foregoing Supplement to the Declaration for the sole purpose of consenting to Paragraph 3.d thereof.

IN WITNESS WHEREOF, Pelican's Nest Golf Club, Inc. has caused this Joinder to be duly executed as of the date of the Supplemental Declaration first above written.

Witnesses:

Name: Maureen Zlotnick  
Print Name: Maureen Zlotnick

Name: Robyn Pallis  
Print Name: Robyn Pallis

Pelican's Nest Golf Club, Inc, a Florida not for profit corporation

By: David R. Gillespie  
Name: David R. Gillespie  
Title: gen. mgr.

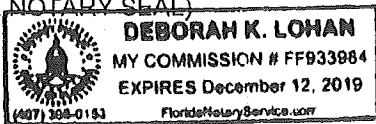
STATE OF FLORIDA  
COUNTY OF Lee

The foregoing instrument was acknowledged before me this 22<sup>nd</sup> day of July, 2016, by D.R. Gillespie, as gen. mgr. of Pelican's Nest Golf Club, Inc, a Florida not for profit corporation, on behalf of the company. He(she) is personally known to me.

My Commission Expires: 12/12/2019

David R. Gillespie  
(Signature)

(AFFIX NOTARY SEAL)



Name: David R. Gillespie  
(Legibly Printed)  
Notary Public, State of \_\_\_\_\_

\_\_\_\_\_  
(Commission Number, if any)

Deborah K. Lohan  
DEBORAH K. LOHAN

**JOINDER**

The Colony Golf & Country Club, Inc., a Florida not for profit corporation, hereby consents to and joins in the foregoing Supplement to the Declaration for the sole purpose of consenting to Paragraph 3.d thereof.

IN WITNESS WHEREOF, The Colony Golf & Country Club, Inc. has caused this Joinder to be duly executed as of the date of the Supplemental Declaration first above written.

**Witnesses:**

Name: Ledia Metaj  
Print Name: LEDIA METAJ

Name: Nancy P. Castellano  
Print Name: Nancy P. Castellano

The Colony Golf & Country Club, Inc, a Florida not for profit corporation

By: Paul Erhardt  
Name: PAUL ERHARDT  
Title: PRESIDENT

STATE OF FLORIDA  
COUNTY OF LEE

The foregoing instrument was acknowledged before me this 22<sup>nd</sup> day of July, 2016, by Paul Erhardt as President of The Colony Golf & Country Club, Inc, a Florida not for profit corporation, on behalf of the company. He(she) is personally known to me.

My Commission Expires:

(AFFIX NOTARY SEAL)

Ledia Metaj  
(Signature)

Name: LEDIA METAJ  
(Legibly Printed)  
Notary Public, State of Florida

# FF051798  
(Commission Number, if any)





**EXHIBIT B**

**AMENDED AND RESTATED**  
**AMENDMENTS TO THE**  
**AMENDED AND RESTATED BYLAWS**  
**OF PELICAN LANDING COMMUNITY ASSOCIATION, INC.**

These Amended and Restated Amendments ("Amendments") to the Amended and Restated Bylaws of Pelican Landing Community Association, Inc. are made as of July 22, 2016, by WCI Communities, LLC, a Delaware limited liability company, as successor 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 an Amended and Restated Declaration and General Protective Covenants for Pelican Landing described herein (and for purposes of this Supplement, WCI Communities, LLC is referred to in this Supplement as "Declarant").

**BACKGROUND**

A. The then-Declarant recorded that certain Amended and Restated Declaration and General Protective Covenants for Pelican Landing in O.R. Book 2198, Page 1873 of the Public Records of Lee County, Florida, as subsequently amended and supplemented from time to time (collectively, the "Declaration"), which Declaration subjects to its terms certain real property described in the Declaration and referred to therein and herein as "Properties."

B. Pelican Landing Community Association, Inc., a Florida not for profit corporation, is the "Association" pursuant to the Declaration, and adopted that certain Amended and Restated Bylaws of Pelican Landing Community Association, Inc. recorded in O.R. Book 2453, Page 2721 of the Public Records of Lee County, Florida, as subsequently amended and supplemented (collectively, the "Bylaws").

C. Section 11.4 of the Bylaws provides that the Declarant may amend the Bylaws for any purpose, in its sole discretion, and with the approval of no other Person being required, subject to limitations not violated by these Amendments.

D. Pursuant to the Declaration, Declarant executed a Supplement in anticipation of the termination of the Original Class "B" Control Period, in which Declarant established Voting Groups and nomination and election procedures pursuant to the Declaration and the Bylaws as evidenced by that certain Certificate recorded May 12, 2016, as Instrument No. 2016000102260 in the Official Records of Lee County, Florida (the "May Certificate").

E. Declarant wishes to revise certain of the nomination and election procedures, and for that purpose wishes to amend and restate in its entirety Exhibit B to the May Certificate.

NOW, THEREFORE, Exhibit B to the May Certificate is amended and restated in its entirety as provided herein.

**TERMS**

1. Recitals. The recitals in the foregoing Background are true and correct and are hereby incorporated by reference.
2. Definitions. Capitalized terms which are not otherwise defined in these Amendments shall have the same meaning ascribed to such terms in the Bylaws or the Declaration. "Voting Groups" shall mean the Voting Group with such designation in that certain Amended and Restated Supplement to the Declaration and General Protective Covenants for Pelican Landing (Voting Group Designation Supplemental Declaration) of even date herewith (the "Amended and Restated Voting Group Supplemental Declaration").
3. Method of Voting. Section 2.2 of the Bylaws is amended by adding the following to the end of the Section:

"The Association may, upon Board approval, utilize electronic voting as set forth in Chapter 720, Florida Statutes, as the same may be amended from time to time, for voting pursuant to the Bylaws and the Declaration. Notwithstanding any other provision to the contrary in section 4.4, if electronic voting is adopted by the Board per 2.2 of the Bylaws, references to written ballots shall be inapplicable."
4. Annexation of Additional Property. Section 4.2(C) of the Bylaws is amended and restated in its entirety as follows:

"(C) In addition, regardless of any other provisions in the Governing Documents, as long as Declarant has the right to annex additional property into Pelican Landing as set forth in Article VIII of the Declaration, Declarant shall have the right, but not the obligation, to amend the Amended and Restated Voting Group Supplemental Declaration (i) to add such additional property or any portion thereof to a designated existing Voting Group ("Existing Voting Group"), or (ii) to create up to two (2) additional Voting Groups ("New Voting Group(s)") and increase the number of Directors by not more than two (2) for a maximum of eleven (11) Directors; or (iii) to include such property in no Voting Group. For clarification purposes, Declarant shall have the right, in its sole and absolute discretion, to determine whether such additional property shall be added to an Existing Voting Group or a New Voting Group, and in either such determination such additional property shall also be included in the Community Voting Group"

5. Qualifications of Recreational Property Voting Group Director. Section 4.2 of the Bylaws is amended as reflected in Section (3 d.) of the Amended and Restated Voting Group Supplemental Declaration.

6. Term of Office. Section 4.3 of the Bylaws is amended and restated in its entirety as follows:

"4.3 Term of Office. In order to provide for a continuity of experience by establishing a system of staggered terms of office:

(a) At the Turnover Meeting, the Colony Voting Groups candidate receiving the greatest number of votes in such Groups collectively shall be elected as a Director of Voting Group 1 for a term of approximately two and one-half (2 1/2) years that ends at the adjournment of the third annual meeting of the Pelican Landing Community Association after Turnover, and the Colony Voting Groups candidate receiving the second greatest number of votes (subject to Section 4.4(C)) in such Groups shall serve a term as a Director of Voting Group 2 for approximately one and one-half (1 1/2) years that ends at the adjournment of the second annual meeting of the Pelican Landing Community Association after Turnover, and thereafter each Director shall be elected for a term of two (2) years, which will end at the final adjournment of the annual meeting in conjunction with which his successor is to be elected or appointed;

(b) At the Turnover Meeting, the Pelican Landing Voting Groups candidate receiving the greatest number of votes in such Groups collectively, and the Pelican Landing Voting Groups candidate receiving the second greatest number of votes in such Groups collectively shall be elected as Directors of Voting Groups 3 and 4, respectively, for a term of approximately two and one-half (2 1/2) years that ends at the adjournment of the third annual meeting of the Pelican Landing Community Association after Turnover, and the Pelican Landing Voting Groups candidate receiving the third greatest number of votes in such Groups collectively, and the Pelican Landing Voting Groups candidate receiving the fourth greatest number of votes in such Groups collectively shall be elected as Directors of Voting Groups 5 and 6, respectively, for a term of approximately one and one-half (1 1/2) years that ends at the adjournment of the second annual meeting of the Pelican Landing Community Association after Turnover, and thereafter each of the two (2) candidates receiving the greatest number of votes in the Pelican Landing Voting Groups collectively shall be elected as Directors for a term of two (2) years, which will end at the final adjournment of the annual meeting in conjunction with which their successors are to be elected or appointed;

(c) At the Turnover Meeting the Community Voting Group candidate receiving the greatest number of votes shall be elected as a Director for a term of approximately two and one-half (2 1/2) years that ends at the adjournment of the second annual meeting of the Pelican Landing Community Association after

Turnover, and thereafter such Director shall be elected for a term of two (2) years, which will end at the final adjournment of the annual meeting in conjunction with which his successor is to be elected or appointed;

(d) At the Turnover Meeting the Director designated by the Recreational Property Voting Group shall be appointed for a term of approximately one and one-half (1 ½) years that ends at the adjournment of the second annual meeting of the Pelican Landing Community Association after Turnover, and thereafter such Director shall be designated for a term of two (2) years, which will end at the final adjournment of the annual meeting in conjunction with which his successor is to be designated;

(e) At the Turnover Meeting the Hotel/Conference Center Voting Group Director shall be elected for a term that ends for a term of approximately one and one-half (1 ½) years that ends at the adjournment of the second annual meeting of the Pelican Landing Community Association after Turnover, and thereafter such Director shall be elected for a term of two (2) years, which will end at the final adjournment of the annual meeting in conjunction with which his successor is to be designated;

(f) There is no limit on the number of consecutive terms to which a Director may be elected or appointed."

7. Voting at Turnover Meeting.

(a). Section 4.4 of the Bylaws is amended by adding the following after the first sentence of such Section:

"The provisions of this Section 4.4 shall also apply to the Turnover Meeting."

(b) Section 4.4(B) of the Bylaws is amended and restated in its entirety as follows:

"(B) Election and Voting Materials. A person must be a Colony Member (as that term is defined in the Voting Group Designation Supplemental Declaration) in order to be a candidate in Colony Voting Groups 1 and 2) and must be a Pelican Landing Member (as that term is defined in the Amended and Restated Voting Group Supplemental Declaration) in order to be a candidate in Pelican Landing Voting Groups 3, 4, 5 and 6. Notwithstanding the foregoing, a candidate who is a Colony Member or a Pelican Landing Member may also stand as a candidate for Community Voting Group 7, provided, however, that if the same candidate is elected as a Director in more than one Voting Group, the candidate will serve as Director in the Voting Group in which the candidate received the greater number of votes, and the candidate with the next greatest number of votes in the other Voting Group shall serve as Director of such Voting Group. All candidates shall have a reasonable opportunity to communicate their qualifications to the Members and to solicit votes at

their own expense. The written materials delivered to members by the Pelican Landing Community Association regarding an election shall be non-partisan, and Pelican Landing Community Association funds shall not be used in any way to promote the election of any candidate over another. Ballots and other voting materials used by the Pelican Landing Community Association shall not indicate which candidates, (if any) are incumbents. However the Pelican Landing Community Association may distribute brief resumes of background and qualifications prepared by all candidates who wish it distributed. The ballots and all other voting materials shall be distributed by the Pelican Landing Community Association with the notice of the annual meeting described in Section 3.5 above. With respect to the Turnover Meeting, the ballots and all other voting materials shall be distributed by the Pelican Landing Community Association to the Members not less than thirty (30) days prior to the date of the Turnover Meeting."

(c) Section 4.4(C) of the Bylaws is amended and restated in its entirety as follows:

"(C) Balloting. Elections shall be by secret written ballot that each member personally casts. There shall be a separate ballot for the Colony Voting Groups together, a separate ballot for the Pelican Landing Voting Groups together, and separate ballots for each other individual Voting Group. Voting shall be non-cumulative. A Class "A" Member may waive the right of secrecy of her or his ballot. Election ballots shall be cast by the Class "A" Members directly at the address indicated in the notice of the annual or special meeting, as applicable. Within each Voting Group the candidate who receives a plurality of the votes cast shall be elected.

(d) Section 4.5 of the Bylaws is deleted in its entirety.

8. Notice of Turnover Meeting. Section 10.2 of the Bylaws is amended and restated in its entirety as follows:

"At least sixty (60) days before the Turnover Meeting, the Declarant shall notify in writing the owners of the Units and the Business Properties, as well as the Unit Owners' Committee and the Pelican Landing Community Association, of the date, time and place of the Turnover Meeting. At the Turnover Meeting, the Class "A" Members shall elect directors as further provided in Sections 4.2, 4.3 and 4.4 above, and the terms of all Directors previously appointed by the Class "B" Member shall expire."

**IN WITNESS WHEREOF**, Declarant has caused these Amendments to be duly executed effective as of the date first above written.

**WITNESSES:**

Name: Ledia Metaj  
Print Name: LEDIA METAJ

Name: Nancy P. Castellano  
Print Name: Nancy P Castellano

**DECLARANT:**

**WCI COMMUNITIES, LLC, a Delaware limited liability company authorized to do business in Florida**

By: Paul Erhardt  
Name: Paul Erhardt  
Title: Senior Vice President

STATE OF FLORIDA  
COUNTY OF LEE

The foregoing instrument was acknowledged before me this 22<sup>nd</sup> day of July, 2016, by Paul Erhardt, as Senior Vice President of WCI COMMUNITIES, LLC, a Delaware limited liability company authorized to do business in Florida, on behalf of the company. He is personally known to me.

My Commission Expires:

Ledia Metaj  
(Signature)

(AFFIX NOTARY SEAL)

Name: LEDIA METAJ  
(Legibly Printed)

Notary Public, State of Florida

# FF051798  
(Commission Number, if any)

