

Prepare by and Return to:  
Courthouse Box 39  
Thomas B. Hart, Esquire  
Knott Consoer Ebelini Hart & Swett, P.A.  
1625 Hendry Street, Suite 301  
Fort Myers, FL 33901  
Florida Bar No. 754684

## AMENDMENT TO TURNOVER AND SETTLEMENT AGREEMENT

WHEREAS, on or about September 20, 2001, the Turnover and Settlement Agreement (the "Settlement Agreement") was made and entered into 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 original "Declarant" under that particular Amended and Restated Declaration and General Protective Covenants for Pelican Landing, as referred to below ("Declarant" or "WCI"); **Hyatt Equities, LLC**, a Delaware limited liability company ("Hyatt"); **Pelican Landing Golf Resort Ventures Limited Partnership**, a Delaware limited partnership ("Golf Ventures"); **Pelican Landing Timeshare Ventures Limited Partnership**, a Delaware limited partnership (the "Timeshare Developer"); **Pelican Landing Community Association, Inc.**, a Florida not-for-profit corporation (the "Association"); **Community Action Fund, Inc.**, a Florida not-for-profit corporation ("CAF"); and **The Residential Association, Inc.**, a Florida not-for-profit corporation ("RA"); and

WHEREAS, pursuant to Paragraph 22 of the Settlement Agreement, it was agreed that the Settlement Agreement could not be modified or amended except in a writing signed by the party/parties against whom enforcement is/would be sought; and

WHEREAS, upon initial execution of the Settlement Agreement resulting in turnover of control of the Association to the residents of Pelican Landing, the interests of one party to the Settlement Agreement, namely Community Action Fund, Inc., were assumed by the Association; and

WHEREAS, the Community Action Fund, Inc. has subsequently been voluntarily dissolved; and

WHEREAS, the Settlement Agreement approved the adoption of the First Amendment to the Sixty-Eighth Supplement and the Seventy-Third Supplement to the Declaration and General Protective Covenants for Pelican Landing ("First Amendment"); and

WHEREAS, the First Amendment sets out the following specific terms applicable to the use of the Association's, Hyatt's and Timeshare Developer's Beach Park Shuttle Boats:

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 Eight Supplement.

WHEREAS, "Exhibit D" to the First Amendment provides, in part, as follows:

**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 ...and (b) the Association shall operate its own shuttle boats for all other Owners entitled to access the Beach Park.... 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 a.m. and after 4:30 p.m. when the Association shuttle boats are not operating....

WHEREAS, various situations of a non-emergency nature have caused the parties to question the wisdom of the previously agreed-upon restrictions on their shared use of Beach Park Shuttle Boats; and

WHEREAS, all of the remaining parties to the Settlement Agreement now desire to amend the Settlement Agreement to remove the above-described prohibitions upon shared use of the Beach Park Shuttle Boats, subject to mutually agreeable further restrictions.

NOW, THEREFORE, for and in consideration of the premises the mutual undertakings and agreements herein contained and assumed the undersigned parties hereby covenant and further agree as follows:

1. The above premises are true and correct.
2. The definitions and references used herein shall be the same as those provided in the Settlement Agreement.
3. The parties approve the Third Amendment to the Sixty-Eighth Supplement and Seventy-Third Supplement to the Declaration and General Protective Covenants for Pelican Landing, as attached hereto as Exhibit A, and Hyatt, Timeshare Developer and the Association shall have the authority to amend and adopt reasonable and mutually acceptable rules and regulations, provided they are not adverse to the Declarant, WCI Communities, Inc., its successors or assigns.
4. All other covenants, conditions and provisions of the Settlement Agreement are hereby ratified and confirmed, without modification, except as necessary to effectuate this Amendment to that Settlement Agreement.
5. This agreement may be executed in any number of counterparts, each of which shall be deemed an original instrument, and said counterparts shall collectively constitute one and the same agreement which may be sufficiently evidenced by one counterpart.

IN WITNESS WHEREOF, this 22<sup>ND</sup> day of JUNE, 2010.

Signed, sealed and delivered  
in the presence of:

WCI COMMUNITIES, LLC, a Delaware  
limited liability company, as successor  
declarant to WCI Communities, Inc.

[Signature]  
Print Name: Paul Edmund

[Signature]  
Print Name: DEBORAH FOLEY

By: [Signature]  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_ RF  
2-16-10

HYATT EQUITIES, LLC, a Delaware  
limited liability company

[Signature]  
Print Name: Rebecca M Koper

[Signature]  
Print Name: Julie Workman

By: [Signature]  
Name: Stephen G. Haggerty  
Title: Senior Vice President -  
Real Estate & Development

PELICAN LANDING TIMESHARE  
VENTURES LIMITED PARTNERSHIP, a  
Delaware limited partnership  
By: HTS Coconut Point, Inc., its general partner

[Signature]  
Print Name: Rebecca M Koper

[Signature]  
Print Name: Julie Workman

By: [Signature]  
Name: Tracy Gainer  
Title: Vice President

PELICAN LANDING GOLF RESORT  
VENTURES LIMITED PARTNERSHIP, a  
Delaware limited partnership

[Signature]  
Print Name: Kember Kelen

[Signature]  
Print Name: Paul Edmund

By: Pelican Landing Golf Resort  
Ventures, Inc., its General Partner  
By: [Signature]  
Name: \_\_\_\_\_  
Title: President of the General Partner

RF  
2-16-10

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

Marie Martel  
Print Name: MARIE MARTEL

Nancy K Page  
Print Name: NANCY K PAGE

By: Thomas I. Betts  
Name: THOMAS I. BETTS  
Title: VICE PRESIDENT

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

Marie Martel  
Signature of 1<sup>st</sup> Witness

MARIE MARTEL  
Printed Name of 1<sup>st</sup> Witness

Nancy Sherren  
Signature of 2<sup>nd</sup> Witness

Nancy Sherren  
Printed Name of 2<sup>nd</sup> Witness

By: Thomas I. Betts  
Title: VICE PRESIDENT  
Name: THOMAS I. BETTS

ACKNOWLEDGEMENT

STATE OF FLORIDA )

COUNTY OF LEE )

The foregoing instrument was acknowledged before me this 22 day of June, 2010, by Thomas I. Betts of PELICAN LANDING COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation, on behalf of the corporation. He/~~she~~ is personally known to me ~~or who has produced~~ as identification.

Nancy K. Page  
Signature of Notary Public

Nancy K Page  
Printed Name

My Commission Expires: 1/2/12



NANCY K. PAGE  
MY COMMISSION # DD 745375  
EXPIRES: January 2, 2012  
Bonded Thru Budget Notary Services

*ju*

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

*Rebecca M Koper*  
Signature of 1<sup>st</sup> Witness

Rebecca M Koper  
Printed Name of 1<sup>st</sup> Witness

*Julie Workman*  
Signature of 2<sup>nd</sup> Witness

Julie Workman  
Printed Name of 2<sup>nd</sup> Witness

By: *Stephen G. Haggerty*  
NAME Title: Senior Vice President - Real Estate & Development  
TITLE Name: Senior Vice President - Real Estate & Development

ACKNOWLEDGEMENT

STATE OF ~~FLORIDA~~ ILLINOIS )  
 )  
COUNTY OF ~~LEE~~ COCK )

The foregoing instrument was acknowledged before me this 7<sup>th</sup> day of May, 2010, by Stephen G. Haggerty, SVP- Real Estate and Development of HYATT EQUITIES, L.L.C., a Delaware limited liability company, on behalf of the company. He/she is personally known to me ~~or who has produced~~ \_\_\_\_\_ as identification.

*Heather Ann Finn*  
Signature of Notary Public

Heather Ann Finn  
Printed Name

My Commission Expires: 3/18/14



PELICAN LANDING TIMESHARE  
VENTURES LIMITED PARTNERSHIP, a  
Delaware limited partnership

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

Rebecca M Koper  
Signature of 1<sup>st</sup> Witness  
Rebecca M Koper  
Printed Name of 1<sup>st</sup> Witness  
Julie Workman  
Signature of 2<sup>nd</sup> Witness  
Julie Workman  
Printed Name of 2<sup>nd</sup> Witness

*ju* By: Tracy Gainer  
Title: Vice President  
Name: Tracy Gainer

ACKNOWLEDGEMENT

STATE OF ~~FLORIDA~~ ILLINOIS )  
 )  
COUNTY OF ~~LEE~~ COOK )

The foregoing instrument was acknowledged before me this 7<sup>th</sup> day of June, 2010, by Tracy Gainer, 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 partnership. ~~He~~/she is personally known to me ~~or who has produced~~ \_\_\_\_\_ as identification.



Heather Ann Finn  
Signature of Notary Public  
Heather Ann Finn  
Printed Name

My Commission Expires: 3/18/14

This instrument prepared by and return to:  
Courthouse Box 39  
Thomas B. Hart, Esq.  
Knott, Consoer, Ebeline, Hart & Swett, P.A.  
1625 Hendry Street, Suite 301  
Fort Myers, Florida 33901

INSTR # 2010000167214, Pages 5  
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Charlie Green, Lee County Clerk of Circuit Court  
Rec. Fee \$44.00  
Deputy Clerk LAMBROSIO  
#1

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

This Third 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 17 day of February 2010 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").

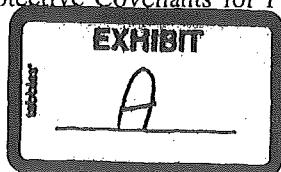
BACKGROUND:

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".

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 and Timeshare Developer recorded a "First Amendment to the Sixty-Eighth Supplement and 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 (the "First Amendment").

E. Declarant, Association, Hyatt and Timeshare Developer recorded a "Second Amendment to the Sixty-Eighth Supplement and Seventy-Third Supplement to the Declaration and General Protective Covenants for Pelican Landing" at Official Records Book 3778, Page 3528 of the Public Records of Lee County, Florida (the "Second Amendment").

F. Declarant, Association, Hyatt and Timeshare Developer wish to further amend the Sixty-Eighth and Seventy-Third Supplements to the Declaration and General Protective Covenants for Pelican Landing, as set forth in this Third Amendment ("Third 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. Section 8 of the First Amendment shall hereby be deleted and intentionally omitted.

4. Rules and Regulations. Declarant, the Association, Hyatt and Timeshare Developer agree that the rules and regulations attached to this Third Amendment, as Exhibit D shall replace Exhibit D to the First Amendment.

5. First Amendment and Second Amendment Re-affirmed. All other covenants, conditions and provisions of the First Amendment and Second Amendment are hereby ratified and confirmed, without modification, except as necessary to effectuate this Amendment.

6. Effective Date. This Amendment shall be effective 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.

WCI COMMUNITIES, LLC, a Delaware limited liability company as successor declarant to WCI Communities Inc.

[Signature]  
Signature of 1<sup>st</sup> Witness  
Pam [unclear]  
Printed Name of 1<sup>st</sup> Witness  
DENISE LAVERY  
Signature of 2<sup>nd</sup> Witness  
DENISE LAVERY  
Printed Name of 2<sup>nd</sup> Witness

By: [Signature]  
Title: \_\_\_\_\_  
Name: \_\_\_\_\_

(P) 5-16-10

ACKNOWLEDGEMENT

STATE OF FLORIDA )  
  )  
COUNTY OF LEE )

The foregoing instrument was acknowledged before me this 17 day of Feb, 2010, by TIMOTHY OAK of WCI COMMUNITIES, LLC a Delaware limited liability company, on behalf of the company. He/she is personally known to me or who has produced \_\_\_\_\_ as identification.

Deborah Foley  
Signature of Notary Public  
DEBORAH Foley  
Printed Name

My Commission Expires:

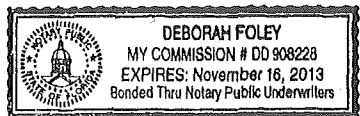
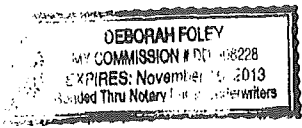


EXHIBIT "D"

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, or a situation where the Hotel/Timeshare shuttle boats are full to capacity, Hotel guests and Timeshare Users shall not use the Association shuttle boats. Other Owners permitted access to the Beach Park shall not use the Hotel/Timeshare shuttle boats, except in the event of an emergency evacuation of the Beach Park, and as space allows, prior to 9:00 a.m. and after 4:30 p.m. when the Association shuttle boats are not operating, or during a situation where the other Owners' shuttle boat is full to capacity. 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 docks(s) at the Beach Park. During general Beach Park hours of operation, the Hotel/Timeshare shuttle boat and Association 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/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 outside of the hours of operation set forth above in this paragraph.

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 purposed 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 Association will establish a reasonable, fair and nondiscriminatory 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. Shuttle Boat Tally. Association and Hyatt personnel shall, in cooperation with the captains of the Association and the Hotel/Timeshare shuttle boats, monitor the number of people traveling to and from the Beach Park on each of their respective shuttle boats. Such monitoring shall include a count of the Hotel guests, Timeshare Users and other Owners.

8. Hyatt, the Timeshare Developer and the Association shall have the authority and right to amend the rules and regulations hereunder, but only those pertaining to Shuttle Boat usage, by adopting reasonable and mutually acceptable policies.

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