

**PREPARED BY AND
AFTER RECORDING, RETURN TO:**
Robert S. Freedman
Carlton Fields, P.A.
4221 W. Boy Scout Blvd., Suite 1000
Tampa, FL 33607
(813) 223-7000

RESTRICTIVE COVENANT AGREEMENT

17th THIS RESTRICTIVE COVENANT AGREEMENT ("Agreement") is made and executed as of the 17th day of APRIL, 2014, by and between WCI COMMUNITIES, LLC, a Delaware limited liability company authorized to do business in Florida, as successor in interest to WCI Communities, Inc. ("WCI" or "Declarant"), PELICAN LANDING GOLF RESORT VENTURES LIMITED PARTNERSHIP, PELICAN LANDING TIMESHARE VENTURES LIMITED PARTNERSHIP, and PELICAN LANDING COMMUNITY ASSOCIATION, INC., a Florida non-for-profit corporation ("PLCA").

WITNESSETH:

WHEREAS, WCI has conveyed to PLCA certain real property located in Lee County, Florida ("PLCA Property"); and

WHEREAS, WCI, and affiliates of WCI, including but not limited to Pelican Landing Golf Resort Ventures Limited Partnership and Pelican Landing Timeshare Ventures Limited Partnership (together, "Raptor Bay Developer") are the owner of certain lands which are in close proximity to the PLCA Property, or which are otherwise contained within Raptor Bay, as such lands are legally described in Exhibit "A" attached hereto and made a part hereof ("Raptor Bay Properties"); and

WHEREAS, a condition of the aforementioned transaction is the agreement of the Raptor Bay Developer to record restrictive covenants against the Raptor Bay Properties, as more particularly described hereinafter; and

WHEREAS, WCI's predecessor was the initial declarant of that certain "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"). Pursuant to the provisions of the Declaration certain real property referred to in the Declaration as "Properties" was subjected to the terms of the Declaration. WCI currently holds all rights of the Declarant in the Declaration.

WHEREAS, pursuant to Section 8 of Article 10 of the Declaration, if Declarant conveys any Unit to an affiliate of Declarant, assessments as to such portion of the Properties will not commence until such time as designated by Declarant in a supplemental declaration.

WHEREAS, WCI's predecessor caused the PLCA to be formed. The PLCA was granted, delegated and assigned certain powers and duties with regard to the Properties and holds title to certain real and personal property referred to in the Declaration as General Common Area(s) and

Exclusive Common Area(s). The real property owned by the PLCA includes a beach park, which beach park is legally described in Exhibit "B" attached to this Agreement (the "Beach Park") and which has been designated as General Common Areas.

WHEREAS, Section 16 of Article I of the Declaration defines General Common Area to be real or personal property of the PLCA which is used for the common use and enjoyment of all Members.

WHEREAS, subject to certain conditions and exceptions, as set forth below in this Agreement, the Beach Park and all PLCA property (including, without limitation, the PLCA shuttle boat operated for the purpose of conveying passengers to and from the Beach Park) located on or upon, or to the extent used in connection with, the Beach Park (the Beach Park and all such other PLCA property are collectively referred to as the "Beach Park Facilities") is the only property of the PLCA which will be used by the "Raptor Bay Users" (as term is subsequently defined).

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

WHEREAS, Declarant caused the Beach Park to be conveyed to the PLCA with the intent that the Beach Park Facilities could be used by all Members of the PLCA, unless designated to the contrary by Declarant.

WHEREAS, Declarant, Raptor Bay Developer and PLCA desire to: (i) affirm that the Beach Park Facilities are available, and will be available in the future, for the use of all Raptor Bay Users upon recordation of a Supplemental Declaration (as defined hereinafter); (ii) provide that the Raptor Bay Users generally shall not have the right of the use and benefit of PLCA property other than the Beach Park Facilities, except as provided to the contrary in the Declaration, or any Agreement thereto as executed by the Raptor Bay Developer and the PLCA; and (iii) generally provide that the Raptor Bay Properties shall not be subject to any form of control, limitation or restriction by PLCA (except as now or hereafter agreed to by Declarant, the Raptor Bay Developer and PLCA). The term "Raptor Bay Users" means owners of any units located in the Raptor Bay Properties including lots or condominium units, and the guests, invitees, licensees, lessees, and transient renters of the owners of any such lots or condominium units, and such persons as may lawfully be entitled to use the Raptor Bay Properties, up to a total of 200 residential units.

WHEREAS, in order to protect the rights of Members of the PLCA other than the Raptor Bay Developer, and to assure that neither the Raptor Bay Developer nor Raptor Bay Users will use any of the PLCA property (subject to the terms of this Agreement and the Declaration) except for the Beach Park Facilities, Declarant intends to designate all PLCA property, except for the Beach Park Facilities, as property which is unavailable for the use and benefit of the Raptor Bay Developer and the Raptor Bay Users.

WHEREAS, the Raptor Bay Developer now desires to create such restrictive covenants against the Raptor Bay Properties, and PLCA desires to consent to and agree with the terms of such restrictive covenants, as more particularly described hereinafter;

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration paid by and between the parties, the receipt and sufficiency of which are hereby acknowledged, WCI and PLCA hereby agree as follows:

1. Recitals. The foregoing recitals are true and correct and are deemed incorporated herein as if fully stated hereinafter. All terms not defined herein shall have the same meaning as included in the Declaration.

2. Covenant for Use of Beach Park & Shuttle Boats; Limit on Units.

(a) PLCA Membership. Prior to the sale by the Raptor Bay Developer of the first lot or unit in Raptor Bay (each a "Raptor Bay Unit"), the Raptor Bay Developer shall cause one or more not-for-profit associations (the "Raptor Bay Association") to be formed for the purpose of administering the Raptor Bay Properties and for such other purposes as the Raptor Bay Developer shall deem appropriate and as shall be set forth in one or more declarations to be filed of record by the Raptor Bay Developer with respect to all or a portion of the Raptor Bay Properties (the "Raptor Bay Declaration"). Contemporaneously with the recordation of the supplemental declaration attached hereto as Exhibit "C" (the "Supplemental Declaration"), the Raptor Bay Developer becomes a member of the PLCA. The Raptor Bay Developer may submit the Raptor Bay Properties to the Raptor Bay Declaration in phases, since the Raptor Bay Developer may cause the Raptor Bay Properties to be developed in phases. Upon submission to the Raptor Bay Declaration of any Raptor Bay Unit, such Raptor Bay Unit shall be considered a "Unit" as defined in Section 34 of Article I of the Declaration.

(b) PLCA Voting. Upon recordation of the Supplemental Declaration, and pursuant to Section 2(a) of Article III of the Declaration, each Raptor Bay Unit shall be entitled to one vote in the PLCA, which vote shall be cast by the Raptor Bay Association, under such guidelines and requirements as shall be set forth in the Raptor Bay Declaration. The parties acknowledge that Article III, Section 2(a)(i) of the Declaration provides that each Raptor Bay Unit shall have one (1) vote in the PLCA for each Raptor Bay Unit. However, a Raptor Bay Unit may not exercise such vote until a certificate of occupancy is issued for such unit. The parties further acknowledge that as a result of such allocation of votes, each Raptor Bay Unit's share of assessments (only with respect to the Beach Property) would be based upon the proportionate share of votes held by such Raptor Bay Unit in relation to the total number of votes held by all Members of the PLCA. The Raptor Bay Developer agrees to place a limitation in the Raptor Bay Declaration on the exercise of any such vote to matters pertaining to the Beach Park Facilities. In addition, the Raptor Bay Developer will cooperate in the event that PLCA wished to amend the Declaration to expressly limit the voting rights of the Raptor Bay Units to matters pertaining to the Beach Park Facilities.

(c) Initial Capital Contribution. Following recordation of the Supplemental Declaration, at the closing of a sale of a Raptor Bay Unit from the Raptor Bay Developer to a third party purchaser, the third party purchaser of such Raptor Bay Unit will pay to the PLCA an initial capital contribution of One Thousand Dollars (\$1,000.00).

(d) Application of Declaration to Raptor Bay Properties. Notwithstanding that after the recordation of the Supplemental Declaration the Raptor Bay Owners shall be Members of the PLCA, except as expressly set forth in this Agreement or as otherwise agreed to in writing by Declarant and the Raptor Bay Developer, Declarant and the PLCA shall have no authority or power of any kind under the Declaration, Articles, Bylaws or rules and regulations with respect to the use, operation, development, maintenance or construction of the Raptor Bay Properties or with respect to the levy of charges or assessments against the Raptor Bay Properties (except with respect to the imposition of the liens as set forth in Article X of the Declaration for assessments with respect to the Raptor Bay Properties as set forth in this Agreement). Further, the provisions of Articles XI and XII of the Declaration shall not apply to the Raptor Bay Properties.

(e) Assessments. Until (i) the recordation of the Supplemental Declaration and (ii) until such time as a certificate of occupancy is issued for a Raptor Bay Unit, no assessments will be due pursuant to this Agreement. Notwithstanding the foregoing, the Raptor Bay Developer has agreed that the Raptor Bay Properties shall pay the "Raptor Bay Annual Allocated Share of Assessments" (as such term is subsequently defined) following the recordation of the Supplemental Declaration. For purposes of this Agreement, the term "Raptor Bay Annual Allocated Share of Assessments" means, with respect to a particular fiscal year of the PLCA, the product of (a) the total for such fiscal year of all actual PLCA costs, fees, expenses and capital expenditures attributable solely to the Beach Park Facilities, multiplied by (b) the "Raptor Bay Use Percentage" (as such term is subsequently defined). Notwithstanding the foregoing sentence, the PLCA shall not in any fashion assess the Raptor Bay Properties for capital expenditures other than capital expenditures made for the purpose of replacing, maintaining, and repairing Beach Park facilities and improvements. The Raptor Bay Use Percentage means, as to any particular fiscal year of the PLCA, the percentage of users of the Beach Park that were Raptor Bay Users. The obligation to pay the Raptor Bay Annual Allocated Share of Assessments shall be an obligation of the Raptor Bay Association and the Raptor Bay Declaration shall provide that each Raptor Bay Unit Owner's interest shall be subject to a pro rata assessment for same, and that such interest shall be subject to a lien in favor of the Raptor Bay Association for the non-payment thereof.

Since Common Assessments are billed annually in advance, the initial estimate of the Raptor Bay Annual Allocated Share of Assessments for each fiscal year will be calculated by obtaining the product of the Raptor Bay Use Percentage for the prior fiscal year times the projected costs, fees, expenses and capital expenditures (subject to the restrictions set forth herein) of the Association, as set forth in the Association's budget which are attributable solely to the Beach Park Facilities. After the end of each fiscal year the actual Raptor Bay Annual Allocated Share of Assessments for such fiscal year will be calculated.

To the extent that it is determined that the initial estimated payment of the Raptor Bay Annual Allocated Share of Assessments during any fiscal year exceeded the actual Raptor Bay Annual Allocated Share of Assessments for such fiscal year, then, the Raptor Bay Association shall receive a credit for such overpayment against the next fiscal year's payment of the estimated Raptor Bay Annual Allocated Share of Assessments. To the extent that it is determined that the initial estimated Raptor Bay Annual Allocated Share of Assessments during any fiscal year was less than the actual Raptor Bay Annual Allocated Share of Assessments for such fiscal year, then, the Raptor Bay Association shall pay such deficiency with its next fiscal year's payment of the estimated Raptor Bay Annual Allocated Share of Assessments. A partial year will be calculated on a pro rata basis for the portion of the calendar year during which the Raptor Bay Properties, or a portion thereof, is subjected to a Supplemental Declaration. The PLCA and Raptor Bay Association shall have the right to review and audit the other's records with respect to Beach Park matters, costs and use on an annual basis. The foregoing sentence shall not operate to waive or limit any rights which the parties may possess under applicable law to review such records.

(f) The PLCA, Declarant and the Raptor Bay Developer acknowledge that the Raptor Bay Annual Allocated Share of Assessments is being implemented, following recordation of the Supplemental Declaration, for the purposes of assuring that all Members of the PLCA pay a fair portion of costs, fees and expenses (capital or otherwise) related to the Beach Park Facilities. The Raptor Bay Annual Allocated Share of Assessments is intended to replace Common Assessments, special assessments (including those for capital expenditures as set forth above) and user fees otherwise payable by the Raptor Bay Properties and related to the ordinary use of the Beach Park Facilities by the Raptor Bay Properties. Except as expressly permitted in this Agreement, the PLCA and Declarant may not impose against the Raptor Bay Properties additional Common Assessments, special

assessments (including those for capital expenditures as set forth above) or user fees related to the ordinary use of the Beach Park Facilities by the Raptor Bay Properties or Raptor Bay Users. If the PLCA imposes additional Common Assessments or user fees related to the ordinary use of the Beach Park Facilities against the Raptor Bay Properties, then, the Raptor Bay Properties and the Raptor Bay Association shall not be required to pay the Raptor Bay Annual Allocated Share of Assessments. In such a case, the Raptor Bay Properties' and the Raptor Bay Association's share of Common Assessments shall be as set forth in the Declaration (prior to this Agreement) and shall be in proportion to the number of votes allocated to the Raptor Bay Units in relation to the total number of votes for all Members of the PLCA as originally set forth in the Declaration and such Common Assessments shall be limited solely to expenses related to the Beach Park Facilities.

(g) Beach Park/Common Area. Upon recordation of the Supplemental Declaration, the Beach Park Facilities are designated by Declarant and the PLCA to be the sole General Common Area for use of the Raptor Bay Users (and therefore the sole PLCA property available for general use by the Raptor Bay Users). Such designations may not be amended, modified or repealed by the Declarant or the PLCA in a manner which shall operate to further materially adversely limit or materially adversely affect the rights of the Raptor Bay Developer, the Raptor Bay Association and Raptor Bay Users. Raptor Bay Users shall have the same rights to use and access the Beach Park Facilities as all other Members.

(h) Easements. Upon recordation of the Supplemental Declaration, the Raptor Bay Properties and Raptor Bay Users shall have and are hereby granted a non-exclusive easement over any portion of the PLCA Property as may be reasonable for access ingress, egress and such other reasonable uses as may be necessary or reasonably helpful to the Raptor Bay Users for the use, service and enjoyment of the Beach Park Facilities. The rights of Raptor Bay Users to use and access of the Beach Park also shall be upon and subject to the rules, regulations and restrictions pertaining to the Beach Park and the Beach Park Facilities as exist or may exist from time to time (the "Beach Park Rules"). The Raptor Bay Developer hereby adopts and consents to the rules and regulations set forth in the Beach Park Rules. PLCA acknowledges and agrees that the terms and conditions of the Beach Park Rules may not be amended, revoked or enforced in a discriminatory fashion, nor may any other rules and regulations be adopted, so as to materially and adversely effect the rights and obligations of the Raptor Bay Users, or the use and enjoyment by Raptor Bay Users of the Beach Park. At the time of recording a Supplemental Declaration, the Raptor Bay Developer will attach the current Beach Park Rules.

(i) Other Contracting. No provision of this Agreement shall be construed to prevent the Raptor Bay Properties, Raptor Bay Association or Raptor Bay Users from privately contracting with PLCA to provide the Raptor Bay Properties or Raptor Bay Users with certain services or use of certain PLCA amenities. Declarant has no obligation or liability in connection with any such arrangements.

(j) Conflicts Between Provisions. In the event of any conflict between the provisions of Declaration and the provisions of this Agreement, the provisions of this Agreement shall control.

(k) Declarant's Rights. Without the Raptor Bay Developer's consent (so long as the Raptor Bay Developer owns any portion of the Raptor Bay Properties, and thereafter with the Raptor Bay Association's consent, which consent may be given or withheld in their respective sole and absolute discretion), the PLCA may not modify, amend, delete, waive or add to this Agreement or any part thereof, nor may PLCA modify, amend, delete, waive or add to the Declaration or exercise any rights thereunder; in a manner which will materially and adversely affect the rights and obligations of the Raptor Bay Developer, the Raptor Bay Association or the Raptor Bay Users, as set forth herein; provided, however, PLCA reserves any and all rights not waived or limited herein. The execution of this

Agreement by the PLCA shall not be deemed to require that the PLCA execute any other supplements to the Declaration, whether or not such additional supplements deal with the subject matters set forth in this Agreement. Pursuant to Section 13 of Article I of the Declaration, Declarant reserves the right to assign any of its rights under the Declaration to the Raptor Bay Developer (subject to the consent of the Raptor Bay Developer and to make such assignment (at Declarant's sole discretion) effective as of the date of this Agreement.

(l) No Net Increase in Users; Limit On Units. The parties agree that the use of the Beach Park Facilities by the Raptor Bay Users will not increase overall users of the Beach Park Facilities. Accordingly, WCI hereby covenants and agrees that for each Raptor Bay Unit submitted to the Declaration by recordation of the Supplemental Declaration, WCI will reduce by 1 unit, the number of new units that WCI may construct in Pelican Landing, such that there will be no net increase in the total number of unit owners in the Pelican Landing community that will ultimately have access or use rights to the Beach Park Facilities.

3. PLCA Consent to Agreement and Supplemental Declaration. PLCA hereby consents and agrees to the restrictive covenants contained in Section 2 hereof. Subject to the terms of this Agreement, PLCA hereby acknowledges and agrees that the Raptor Bay Developer shall, at any time and from time to time, be permitted to subject all, or a portion of, the Raptor Bay Properties to the scope of the Declaration, through the execution recording of a Supplemental Declaration in substantially similar form as that contained in Exhibit "C" attached hereto and made a part hereof. Such Supplemental Declaration shall not require consent of PLCA or any other party.

4. Covenants Running with the Land. The covenants, easements, conditions, restrictions and other provisions under this Agreement shall run with the land and bind the property described in Exhibits "A" and "B" to this Agreement and shall inure to the benefit of and be enforceable by Declarant, the PLCA, the Raptor Bay Developer (for so long as it owns Raptor Bay Units or any of the Raptor Bay Properties) and the Raptor Bay Association for a term of thirty (30) years from the date of this Agreement is recorded, after which time these provisions shall be automatically extended for successive periods of ten (10) years. Any time after the initial (30) year period provided for in this Paragraph, these provisions may be terminated or modified in whole or in part by the recordation of a written instrument providing for the termination or modification executed by the Raptor Bay Developer (for so long as it owns any Raptor Bay Unit, or portion of the Raptor Bay Properties) and the Raptor Bay Association and the PLCA agreeing to the termination or modification. All terms, conditions, covenants, easements or obligations of this Agreement will be binding upon and inure to the benefit of the parties and to their respective designees, successors and/or assigns.

5. Severability. The invalidity in whole or in part, of any provision in this Agreement or the exhibits or schedules attached hereto, shall not affect the validity of the remaining provisions unless the elimination of such provision will irreparably destroy the intent of this Agreement

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

7. Amendment. This Agreement may not be amended without the prior written consent of the parties to this Agreement, their successors and/or assigns. Any such amendment shall be recorded in the public records of Lee County, Florida, in order to be effective.

8. Termination. This Agreement and/or the restrictive covenants created in Section 2 hereof shall only be terminated by Raptor Bay Developer and all of its successors and assigns who have received a specific assignment of the rights created under this Section 4. Any such instrument

terminating this Agreement and/or the restrictive covenants created in Section 2 hereof shall be recorded in the public records of Lee County, Florida, in order to be effective.

9. Separate Covenants; Non-Waiver. Each and every covenant and agreement contained herein shall for any and all purposes hereof be construed as separate and independent and the breach of any covenant by any party shall not release or discharge them from their obligations hereunder. No delay or omission by either party to exercise its rights accruing upon any noncompliance or failure of performance by the other shall impair any such right or be construed to be a waiver thereof. A waiver by either party hereto of any of the agreements to be performed by the other shall not be construed to be a waiver of any succeeding breach or of any other agreements contained herein. Any waiver by Declarant, the Raptor Bay Developer or Raptor Bay Association of any provisions of this Agreement or breach hereof must be in writing and shall not operate or be construed as a waiver of any other provision or subsequent breach.

10. Attorneys' Fees. In the event any action or proceeding is taken to enforce the provisions of this Agreement, the prevailing party shall be entitled to an award of court costs and attorney's fees (which shall include any and all attorney and paralegal fees incurred in the course of trial or appellate litigation or related services by an out-of-court attorney and paralegal associated with or regarding the dispute in question, and any and all such fees incurred in connection with any administrative proceeding associated with or regarding the dispute in question) necessitated by non-compliance with the terms of this Agreement.

11. Drafter. Neither party shall be considered the author of this Agreement since the parties hereto have participated in extensive negotiations and drafting of this document so as to arrive at a final agreement; accordingly, the terms of this Agreement shall not be more strictly construed against either party based upon one party having initially drafted this Agreement.

12. Entire Agreement. This Agreement contains the entire agreement of the parties with respect to the subject matter hereof, and all prior agreements, communications and negotiations between the parties, either verbal or written, are hereby merged into this Agreement.

13. Counterparts. This Agreement may be executed in two or more counterparts, each of which will be deemed to be an original but all of which will constitute one and the same agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

WITNESSES:

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

Will
Print Name: Nicole Swartz

By: *Paul Erhardt*
Paul Erhardt, Senior Vice President

Ledia Metaj
Print Name: LEDIA METAJ

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me this 22 day of April, 2014, by Paul Erhardt, Senior Vice President of WCI COMMUNITIES, LLC, a Delaware limited liability company authorized to do business in Florida, on behalf of the company. He/She is personally known to me or has produced _____ as identification

My Commission Expires:

(AFFIX NOTARY SEAL)

FF 051798
(Commission Number, if any)

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



WITNESSES:

Pelican Landing Golf Resort Ventures Limited Partnership, a Delaware limited partnership

By: Pelican Landing Golf Resort Ventures, Inc., a Delaware corporation and general partner

Nicole Swartz
Print Name: Nicole Swartz

By: *Paul Erhardt*
Name: Paul Erhardt
Title: VP

Ledia Metaj
Print Name: LEDIA METAJ

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me this 22 day of April, 2014, by Paul Erhardt, Vice President of Pelican Landing Golf Resort Ventures, Inc., as general partner of Pelican Landing Golf Resort Ventures Limited Partnership. She He is personally known to me or has produced _____ as identification

My Commission Expires:

(AFFIX NOTARY SEAL)

FF051798
(Commission Number, if any)

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



WITNESSES:

Pelican Landing Timeshare Ventures Limited Partnership, a Delaware limited partnership

Barbara M. O'Hara
Print Name: BARBARA M. O'HARA

By: HTS-Coconut Point, Inc., a Delaware corporation and general partner

Vicki A. Casper
Print Name: VICKI A. CASPER

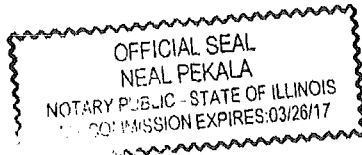
By: [Signature]
Name: GEHARD F. RAINER
Title: VICE PRESIDENT, TREASURER

STATE OF Illinois
COUNTY OF Cook

The foregoing instrument was acknowledged before me this 17th day of April, 2014, by GEHARD F. RAINER of HTS-Coconut Point, Inc. as general partner of Pelican Landing Timeshare Ventures Limited Partnership. He/She is personally known to me or has produced _____ as identification

My Commission Expires: 3/26/2017
(AFFIX NOTARY SEAL)
[Signature]
(Commission Number, if any)

[Signature]
(Signature)
Name: Neal Pekala
(Legibly Printed)
Notary Public, State of Illinois



WITNESSES:

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

Robin Kirsch
Print Name: ROBIN KIRSCH

By: LARRY M'PHERSON
Name: LARRY M'PHERSON
Title: PRESIDENT

Marie Martel
Print Name: MARIE MARTEL

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me this 17 day of October, 2014, by _____ of PELICAN LANDING COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation. He/She is personally known to me or has produced N/A as identification.

My Commission Expires:

(AFFIX NOTARY SEAL)

EE 104022
(Commission Number, if any)

Cynthia Reuter-Zingraff
(Signature)
Name: Cynthia Reuter-Zingraff
(Legibly Printed)
Notary Public, State of Florida

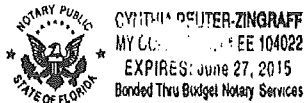
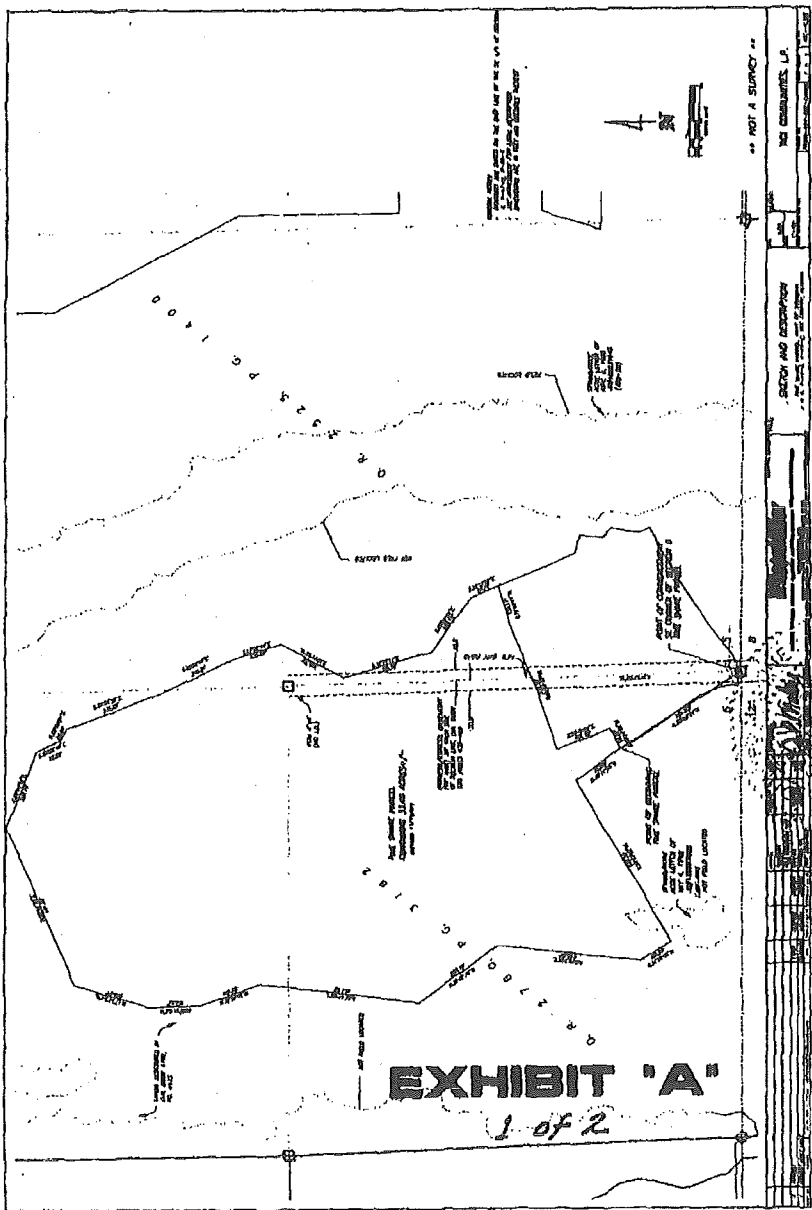


EXHIBIT "A"

Raptor Bay Properties Legal Description





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°47'08" 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 88°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 26°02'44" East 245.21 feet;
- thence South 17°54'44" East 130.83 feet;
- thence South 28°11'56" West 206.73 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.

Wilson Miller, Inc.
Registered Engineers and Land Surveyors


By:  Date: 11-15-2001
 John J. Maloney, P.E.M. #4483
 Ref: 44838
 Not valid unless embossed with the Professional's seal.

EXHIBIT "A"
2 of 2

Naples Fort Myers Sarasota Bradenton Tampa Tallahassee
 3200 Bailey Lane, Suite 200 Naples, Florida 34105-8507 941-649-4040 941-649-3718
 www.wilsonmiller.com
 Wilson Miller, Inc. - FL Lic. # LC-0000178 04-03

OR BK 03539 PG 3117

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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,

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Last printed 06/08/00 10:29 AM
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EXHIBIT "A" 1 of 3

OR BK 03539 PG 3110

Page 2 of 3

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:

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Last printed 06/08/00 10:29 AM
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EXHIBIT "A" 2 of 3



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°15'18" West 104.97 feet;
thence North 08°23'24" East 410.85 feet;
thence North 35°42'31" West 280.13 feet;
thence North 08°47'06" East 453.80 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 491.38 feet;
thence South 69°14'14" East 229.14 feet;
thence South 25°02'44" East 76.93 feet;
thence South 63°58'01" 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 89°10'37" West 383.26 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°33'28" West.
Certificate of authorization #LB-43.

WilsonMiller, Inc.
Registered Engineers and Land Surveyors

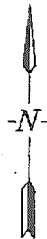
By: John P. Maloney Date 11-15-2001
John P. Maloney, P.S.M. #4493

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

EXHIBIT "A"
3 of 3

Naples Fort Myers Sarasota Bradenton Tampa Tallahassee
3200 Bailey Lane, Suite 200 Naples, Florida 34105-8507 941-649-4040 941-643-5716
www.wilsonmiller.com
WilsonMiller, Inc. - P.L.L.C. 0000170 CA 43

25C

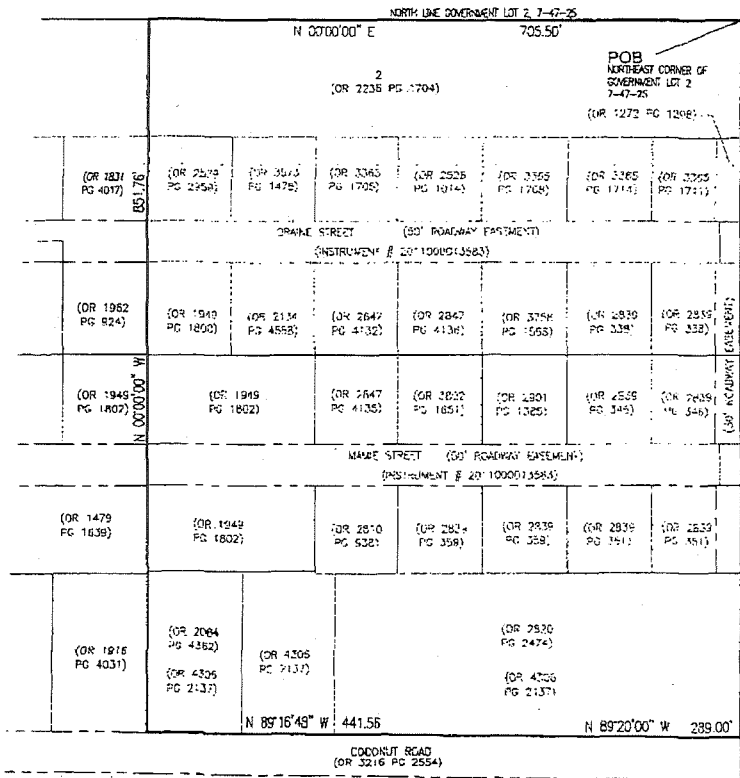


SCALE: 1" = 150'

HIS PLAN MAY HAVE BEEN ENLARGED OR REDUCED FROM INTENDED DISPLAY SCALE FOR REPRODUCTION REASONS

LEGEND:

- ☐ POINT OF BEGINNING
- ☐ OFFICIAL RECORDS BOOK PAGE



PROPERTY DESCRIPTION

A PARCEL OF LAND LOCATED IN GOVERNMENT LOT 2, SECTION 7, TOWNSHIP 47 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF GOVERNMENT LOT 2, SECTION 7, TOWNSHIP 47 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, THE SAME BEING A POINT ON THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 7; THENCE RUN ALONG SAID EAST LINE SOUTH 00°00'00" EAST, A DISTANCE OF 850.38 FEET TO THE SOUTHEAST CORNER OF THE LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4306, PAGE 2137, PUBLIC RECORDS OF LEE COUNTY, FLORIDA, THE SAME BEING A POINT ON THE NORTH RIGHT-OF-WAY LINE OF COCONUT ROAD, OFFICIAL RECORDS BOOK 3216, PAGE 2554, PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE RUN ALONG SAID NORTH LINE FOR THE FOLLOWING TWO (2) CALLS: 1) NORTH 89°20'00" WEST, A DISTANCE OF 289.00 FEET; 2) THENCE RUN NORTH 89°16'48" WEST, A DISTANCE OF 441.55 FEET TO A POINT THAT IS 705.50 FEET WEST OF THE EAST LINE OF SAID GOVERNMENT LOT 2; THENCE RUN ALONG A LINE THAT IS 705.50 FEET WEST OF AND PARALLEL TO THE EAST LINE OF SAID GOVERNMENT LOT 2, NORTH 00°00'00" WEST, A DISTANCE OF 851.76 FEET TO A POINT ON THE NORTH LINE OF SAID GOVERNMENT LOT 2; THENCE RUN ALONG SAID NORTH LINE NORTH 00°00'00" EAST FOR A DISTANCE OF 705.50 FEET TO THE POINT OF BEGINNING, CONTAINING 13.87 ACRES, MORE OR LESS.

NOTES:

1. BEARINGS SHOWN HEREON ARE ASSUMED AND REFER TO THE EAST LINE OF GOVERNMENT LOT 2, SECTION 7, TOWNSHIP 47 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, BEING SOUTH 00°00'00" EAST.
2. THIS SKETCH AND DESCRIPTION WAS PREPARED WITHOUT THE BENEFIT OF ABSTRACT OF TITLE AND MAY BE SUBJECT TO EASEMENTS, RESERVATIONS AND/OR RESTRICTIONS OF RECORD. ALL MATTERS OF TITLE SHOULD BE REFERRED TO AN ATTORNEY AT LAW.
3. DIMENSIONS SHOWN HEREON ARE IN U.S. SURVEY FEET AND DECIMALS THEREOF.
4. THIS SKETCH AND DESCRIPTION IS NOT VALID WITHOUT THE SIGNATURE AND ORIGINAL RAISED SEAL OF A LICENSED FLORIDA SURVEYOR AND MAPPER. NO ADDITIONS OR DELETIONS TO THIS SURVEY MAP ARE PERMITTED WITHOUT THE EXPRESSED WRITTEN CONSENT OF THE SIGNING PARTY.

* NOT A SURVEY *

WON BY: KJG
 CKED BY: DLS
 CODE: WCIWFC
 LE: 1" = 150'
 DATE: 10 DECEMBER 2012
 INSTRUMENT: FM12-111-001
 ET: 1 of 1



GradyMinor

O. Grady Minor and Associates, P.A.
 3800 Via Del Rey
 Bonita Springs, Florida 34134

Civil Engineers • Land Surveyors • Planners • Landscape Architects
 Cert. of Auth. EB 0005131 Cert. of Auth. LB 0005131 Business LC26000266
 Bonita Springs: 239.947.1144 www.GradyMinor.com Fort Myers: 239.690.4380

SKETCH AND DESCRIPTION

WEEKS FISH CAMP
 LYING IN
 SECTION 7, TOWNSHIP 47 SOUTH, RANGE 25 EAST
 LEE COUNTY, FLORIDA

12/11/12
 DATE SIGNED

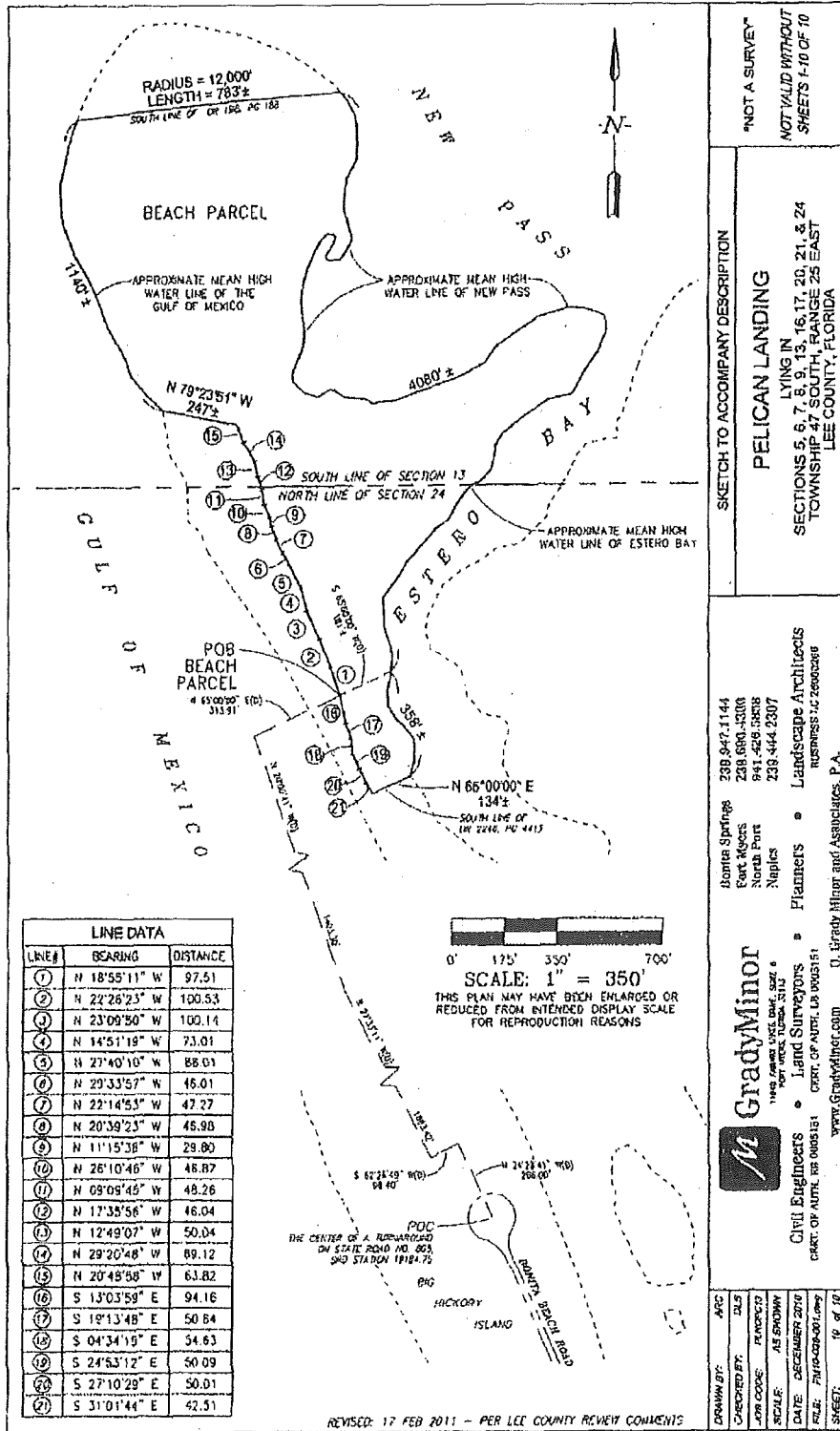
 DONALD L. SHANTEAU, P.S.M.
 FL LICENSE #0861
 FOR THE FIRM

\\FM1\DATA\PROJECT SURVEY 2012\111 - WEEKS FISH CAMP\SURVEY\FM12-111-001.DWG

EXHIBIT "B"

Beach Park Legal Description

| | | | | | | | | | | | | | | | | | |
|--|--|-------------|------|----|---|--------------------|----------|----|---|---------------------|----------|----|---|---------------------|----------|----|--|
| <p>BEACH PARCEL</p> <p>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</p> <p>FROM THE CENTER OF A TURNAROUND ON STATE ROAD NO. 865 (BOHITA BEACH ROAD) BEING S.R.O. STATION 19184.75 AND N 24° 28' 41" W ALONG THE NORTHERN PROLONGATION OF SAID CENTERLINE OF STATE ROAD NO. FOR 266.00 FEET THENCE RUN S 62° 26' 49" W 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.</p> <p>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' 37" 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 78° 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 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.</p> <p>AND</p> <p>FROM SAID POINT OF BEGINNING RUN S 13° 03' 59" E FOR 94.18 FEET; THENCE RUN S 19° 13' 48" E FOR 50.64 FEET; THENCE RUN S 04° 34' 15" E FOR 54.63 FEET; THENCE RUN S 24° 53' 12" E FOR 50.09 FEET; THENCE RUN S 27° 10' 29" E FOR 50.01 FEET; THENCE RUN S 31° 01' 44" E FOR 42.51 FEET TO AN INTERSECTION WITH THE SOUTH LINE OF LANDS DESCRIBED IN OFFICIAL RECORD BOOK 2246 AT PAGE 4413 OF THE LEE COUNTY RECORDS; THENCE RUN N 65° 00' 00" E ALONG SAID SOUTH LINE</p> <p>FOR 134 FEET, MORE OR LESS TO THE WATERS OF ESTERO BAY; THENCE NORTHERLY ALONG SAID WATERS FOR 358 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.</p> <p>CONTAINING 36.8 ACRES, MORE OR LESS</p> | <p style="text-align: center;">LEGAL DESCRIPTION</p> <p style="text-align: center;">PELICAN LANDING</p> <p style="text-align: center;">LYING IN SECTIONS 5, 6, 7, 8, 9, 13, 16, 17, 20, 21, & 24 TOWNSHIP 47 SOUTH, RANGE 25 EAST LEE COUNTY, FLORIDA</p> <p style="text-align: center;">*NOT A SURVEY NOT VALID WITHOUT SHEETS 1-10 OF 10</p> | | | | | | | | | | | | | | | | |
| <p>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' 37" 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 78° 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 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.</p> | <p>Bohita Springs 230.947.1144 Fort Myers 230.690.4380 North Port 941.428.6858 Naples 230.444.2397</p> <p>Landscaping Architects Business 14 2994299</p> <p>Planners • Landscaping Architects Surveyors • Surveyors</p> <p>O. Grady Minor and Associates, P.A. www.GradyMinor.com</p> | | | | | | | | | | | | | | | | |
| <p>REVISIONS:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 15%;">NO.</td> <td style="width: 45%;">DESCRIPTION</td> <td style="width: 15%;">DATE</td> <td style="width: 25%;">BY</td> </tr> <tr> <td>1</td> <td>ISSUED FOR PERMITS</td> <td>12/10/10</td> <td>JK</td> </tr> <tr> <td>2</td> <td>REVISED FOR PERMITS</td> <td>12/10/10</td> <td>JK</td> </tr> <tr> <td>3</td> <td>REVISED FOR PERMITS</td> <td>12/10/10</td> <td>JK</td> </tr> </table> | NO. | DESCRIPTION | DATE | BY | 1 | ISSUED FOR PERMITS | 12/10/10 | JK | 2 | REVISED FOR PERMITS | 12/10/10 | JK | 3 | REVISED FOR PERMITS | 12/10/10 | JK | <p style="text-align: center;">GradyMinor</p> <p style="text-align: center;">11000 BOHITA LANDING ROAD, SUITE 100 BOHITA SPRINGS, FLORIDA 33920</p> <p style="text-align: center;">CIVIL ENGINEERS • LAND SURVEYORS DIST. OF AUTH. #14 0006151</p> <p style="text-align: center;">www.GradyMinor.com</p> <p style="text-align: center;">PELICAN LANDING SURVEY #10-038-002A.DWG</p> |
| NO. | DESCRIPTION | DATE | BY | | | | | | | | | | | | | | |
| 1 | ISSUED FOR PERMITS | 12/10/10 | JK | | | | | | | | | | | | | | |
| 2 | REVISED FOR PERMITS | 12/10/10 | JK | | | | | | | | | | | | | | |
| 3 | REVISED FOR PERMITS | 12/10/10 | JK | | | | | | | | | | | | | | |
| <p>REVISED: 17 FEB 2011 - PER LEE COUNTY REVIEW COMMENTS</p> | <p>PROJECT: PELICAN LANDING SURVEY 2010-038-002A.DWG</p> | | | | | | | | | | | | | | | | |



NOT A SURVEY
NOT VALID WITHOUT SHEETS 1-10 OF 10

SKETCH TO ACCOMPANY DESCRIPTION

PELICAN LANDING
LYING IN SECTIONS 5, 6, 7, 8, 9, 15, 16, 17, 20, 21, & 24 TOWNSHIP 27 SOUTH, RANGE 25 EAST LEE COUNTY, FLORIDA

Donna Springs 338.947.1144
Fort Myers 238.686.4300
North Fort 941.425.0806
Naples 238.444.2307
Planters • Landscape Architects
BUSINESS 1-202-268-2881

GradyMinor
1900 W. US HWY 90, SUITE 6
FORT MYERS, FLORIDA 33901
Civil Engineers • Land Surveyors
CREAT. OF INSTR. NO. 0865181
www.GradyMinor.com

0. Grady Minor and Associates, P.A.
\\FMT\DATA\PROJECT SURVEY 2010\38 - PELICAN LANDING\SURVEY\FMT0-038-002A.DWG

DATE: DECEMBER 2010
SCALE: AS SHOWN
SHEET: 16 OF 19

EXHIBIT "C"

Form of Supplemental Declaration

THIS INSTRUMENT PREPARED BY
AND AFTER RECORDING RETURN TO:
Robert S. Freedman, Esq.
Carlton Fields, P.A.
P.O. Box 3239
Tampa, FL 33601-3239
813-223-7000

Tax Parcel # _____
FEIN # _____

SUPPLEMENT TO
AMENDED AND RESTATED DECLARATION
AND GENERAL PROTECTIONS COVENANTS
FOR
PELICAN LANDING
(_____)

THIS SUPPLEMENT is made this ____ day of _____, 201__, by WCI COMMUNITIES, LLC, a Delaware limited liability company authorized to do business in Florida, as successor to WCI Communities, Inc., successor by merger of WCI Communities Limited Partnership, successor by merger of Pelican Landing Communities, Inc. (the "Declarant").

WITNESSETH

WHEREAS, Declarant has recorded the Amended and Restated Declaration and General Protective Covenants for Pelican Landing (hereinafter referred to as "Declaration") at Official Records Book 2198, Pages 1873 through 2026, inclusive, of the Public Records of Lee County, Florida, as amended; and

WHEREAS, all terms used herein shall have the same meaning as given in the above-described Declaration; and

WHEREAS, the Declaration provides in Article VIII, Section 1, thereof that "Declarant shall have the unilateral right, privilege and option, from time to time at any time until all property described on Exhibit "A" has been subjected to this Declaration or December 31, 2020, whichever is earlier, to subject to the provisions of this Declaration and the jurisdiction of the Association any portion of real property, including without limitation that described in Exhibit "A" attached hereto. Such annexation shall be accomplished by filing in the Public Records of Lee County, Florida a Supplemental Declaration annexing such property," and

WHEREAS, Declarant desires to subject all of the real property described in Exhibit "A" attached hereto and made a part hereof (hereinafter referred to as the "Property") to certain, but not all provisions of the Declaration; and

WHEREAS, Declarant desires to make such submission specifically in accordance with the terms and provisions of that certain Restrictive Covenant Agreement dated

_____, 201____, and recorded in Instrument Number _____, Public Records of Lee County, Florida (the "Agreement");

NOW THEREFORE, Declarant hereby declares that the Property be held, transferred, sold, conveyed and occupied subject to the provisions of the Declaration, as expressly limited by that certain Agreement; specifically, the Pelican Landing Community Association, Inc. shall have no authority or power of any kind under the Declaration, Articles, Bylaws or rules and regulations with respect to the use, operation, development, maintenance or construction of the Property or with respect to the levy of charges or assessments against the Property (except with respect to the imposition of the liens as set forth in Article X of the Declaration for assessments with respect to the Property as set forth in the Agreement). Further, the provisions of Articles XI and XII of the Declaration shall not apply to the Property. Declarant attaches the current Beach Park Rules (as such term is defined in the Agreement) as Exhibit 1 attached hereto and incorporated herein.

Declarant hereby assigns one (1) Unit to each lot or condominium unit on the Property for a total of _____ (____) Units assigned to the Property.

SUCH SUBMISSION OF THE PROPERTY IS MADE IN ACCORDANCE WITH THE AGREEMENT, AND ALL TERMS AND PROVISIONS CONTAINED THEREIN SHALL BE AND ARE HEREINAFTER EFFECTIVE AGAINST THE PROPERTY.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, WCI COMMUNITIES, LLC, a Delaware limited liability company authorized to do business in Florida, as successor to WCI Communities, Inc., successor by merger of WCI Communities Limited Partnership, successor by merger of Pelican Landing Communities, Inc., does hereby execute this Supplement in its name by its undersigned, authorized officers and affixes its corporate seal hereto, this ____ day of _____, 201__.

WITNESSES:

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

Print Name: _____

By: _____, Vice President

Print Name: _____

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me this ____ day of _____, 201__, by _____, Vice President of WCI COMMUNITIES, LLC, a Delaware limited liability company authorized to do business in Florida, on behalf of the company. He/She is personally known to me or has produced _____ as identification

My Commission Expires:

(AFFIX NOTARY SEAL)

(Commission Number, if any)

(Signature)

Name: _____

(Legibly Printed)

Notary Public, State of Florida