

This instrument prepared by
and return to:

Thomas B. Hart
Knott Ebelini Hart
1625 Hendry Street, Suite 301
Fort Myers, FL 33901

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

This Fifth Amendment to the Sixty-Eighth Supplement and Seventy-Third Supplement to the Declaration and General Protective Covenants for Pelican Landing (this "Fifth Amendment") is made this 11TH day of FEBRUARY, 2015 by and among **WCI Communities, LLC**, a Delaware limited liability company, as successor in interest to 2009 Real Estate, LLC f/k/a 2009 Real Estate Corporation f/k/a WCI Communities, Inc., 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 entity is 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"), which, among other things contained a paragraph 4 pertaining to "Use of the Beach Park" and a paragraph 7 pertaining to "Rules and Regulations" amending Exhibit "D."

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 recorded a "Third Amendment to the Sixty-Eighth Supplement and Seventy-Third Supplement to the Declaration and General Protective Covenants for Pelican Landing" at Official Records Instrument Number 2010000167214 of the Public Records of Lee County, Florida (the "Third Amendment").

G. Declarant, Association, Hyatt and Timeshare Developer recorded a "Fourth Amendment to the Sixty-Eighth Supplement and Seventy-Third Supplement to the Declaration and General Protective Covenants for Pelican Landing" at Official Records Instrument Number 2014000035791 of the Public Records of Lee County, Florida (the "Fourth Amendment").

H. 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 Fifth Amendment ("Fifth 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 Fifth Amendment shall have the same meaning ascribed to such terms in the Declaration.
3. Section 3 of the First Amendment is amended to delete the following sentence from said Section: "No portion of the Beach Park may be used to house or situate any permanent facilities for cooking or cold storage."
4. Section 4 of the First Amendment is deleted in its entirety and replaced with the following:

Use of the Beach Park. In order to maintain the natural resources of the Beach Park, Declarant, the Association, Hyatt and the Timeshare Developer agree to

limit the maximum number of Members and guests of Members using the beach at the Beach Park at any one time to six hundred (600) people. In order to implement such limitation, Hyatt personnel shall, in cooperation with the captains of the Association and the Hotel/Timeshare shuttle boats, monitor the number of people traveling to and from the Beach Park on each shuttle boat to use the beach at the Beach Park. When such monitoring indicates that the use of the beach at the Beach Park is at four hundred eighty (480) or more people, Hyatt and the Association agree that the net increase of users of the beach at the Beach Park (a) who are Hotel guests or Timeshare Users shall be thirty (30) people, and (b) who are other Members of the Association or their guests shall be ninety (90) people. Each Member shall be responsible for any damage to the Beach Park caused by such Member or its guests.

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

6. First Amendment, Second, Third, and Fourth Amendments Confirmed. All covenants, conditions and provisions of the Sixty Eighth and Seventy Third Supplements to the Declaration and General Protective Covenants of Pelican Landing, as modified by the First Amendment, Second Amendment, Third Amendment, and Fourth Amendment, are hereby ratified and confirmed, without modification, except as necessary to effectuate this Fifth Amendment.

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

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. No more than fifty (50) people, including captain and mate, shall be permitted on each shuttle boat, regardless of the shuttle boat's capacity.

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 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. For emergencies, set up and break down of the beach equipment a light weight 4x4 work vehicle is allowed on the beach and pathways, only. Hyatt will be able to sell food and drinks at the Beach Pavilion to Hotel Guests, Timeshare Users and their Guests, and Pelican Landing Residents and their Guests only. Hyatt will be solely responsible for the removal of all food and trash each night.

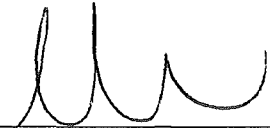
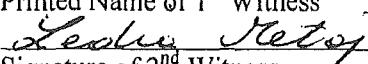
6. Group Activities. The Hotel and other Members of the Association shall be entitled to reserve portions of the Beach Park facilities (as to the Hotel, including for activities exclusively for Hotel guests) to hold and cater special beach functions provided that they do not materially adversely affect 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 conducts 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 provided such amendments are not adverse to the Declarant, WCI Communities, LLC, its successors and assigns.

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

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


 Signature of 1st Witness
Nicole Swartz
 Printed Name of 1st Witness

 Signature of 2nd Witness
LEDIA METAJ
 Printed Name of 2nd Witness

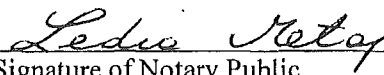
WCI COMMUNITIES, LLC, a Delaware limited liability company

By: 
 Paul Erhardt, Senior Vice President

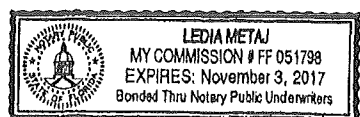
ACKNOWLEDGEMENT

STATE OF FLORIDA)
)
 COUNTY OF LEE)

The foregoing instrument was acknowledged before me this 30th day of December 2015, by Paul Erhardt, as Senior Vice President of WCI COMMUNITIES, LLC a Delaware limited liability company, on behalf of the company. He is personally known to me or who has produced _____ as identification.


 Signature of Notary Public
LEDIA METAJ
 Printed Name

My Commission Expires:



PELICAN LANDING TIMESHARE VENTURES LIMITED PARTNERSHIP, a Delaware limited partnership

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

By: [Signature]
Title: President
Name: John M. Burlingame

[Signature]
Signature of 1st Witness

Victor Ribueno
Printed Name of 1st Witness

[Signature]
Signature of 2nd Witness

PATRICIA KEMP
Printed Name of 2nd Witness

ACKNOWLEDGEMENT

STATE OF FLORIDA)
)
COUNTY OF LEE)

The foregoing instrument was acknowledged before me this 11th day of February, 2015, by John M. Burlingame, 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.

[Signature]
Signature of Notary Public
Jennifer A. West
Printed Name

My Commission Expires:



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

Maria H. How

Signature of 1st Witness

MARIA H FURFS

Printed Name of 1st Witness

D. Hughes

Signature of 2nd Witness

DENISE HUGHES

Printed Name of 2nd Witness

By:

Title:

Name:

[Signature] L.L.
V.P.
STEPHEN M. SOKAL

ACKNOWLEDGEMENT

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

The foregoing instrument was acknowledged before me this 11th day of February 2015, by Stephen M. Sokal, V.P. of HYATT EQUITIES, L.L.C., a Delaware limited liability company, on behalf of the company. He is personally known to me or who has produced _____ as identification.



Teresa C Brazzale
Signature of Notary Public

Teresa C Brazzale
Printed Name

My Commission Expires: 8/6/2015