SETTLEMENT AGREEMENT
BETWEEN:

COMMUNITY ACTION, FUND, INC.,
HYATT EQUITIES, LLC,
PELICAN LANDING GOLF RESORT VENTURES LIMITED PARTNERSHIP,
PELICAN LANDING TIMESHARE VENTURES LIMITED PARTNERSHIP,
PELICAN LANDING COMMUNITYASSOCIATION, INC.,
THE RESIDENTIAL ASSOCIATION, INC., AND
WCI COMMUNITIES, INC.

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Turtle & Bird season
April 15- oct 31

TABLE OF CONTENTS

Title Page 1

Recitals 4

Terms of Agreement 6

1. Recitals 6

2. Definitions 6

3. Member Approval, City of Bonita Springs Approval, PLCA Turnover 6

3.1 Member Vote 6

3.2 City of Bonita Springs 6

3.3 Recording of Change of Control Supplement and Unit Count Amendment 6

3.4 Change of Control Supplement 7

3.5 Conditions Subsequent 7

4. Additional Obligations Upon Satisfaction of Conditions Subsequent... 7

4.1 Community Center 7

4.2 Entrance Upgrade 9

4.3 Road-Sidewalk Repair 9

5. Documents 10

6. Release from Escrow 10

7. Effect of Failure of Conditions Subsequent 11

8. Acceptance of Books and Records and Improvements 11

9. Letter of Support and Waiver 11

10. Shell Paths on Beach Park 11

11. Attorneys' Fees 12

12. Binding 12

13. No Admission of Liability 12

14. Competence/Authorization 12

15. Knowing and Voluntary Execution 12

16. Disputes/Arbitration 12

17. Counterparts 13

18. Notice 13

19. Severability 13

20. Florida Law: 13
21. Further Assurances 14
22. Entire Agreement 14
23. No Recordation 14
24. Facsimile Signatures 14

TURNOVER AND SETTLEMENT AGREEMENT

This Turnover and Settlement Agreement (this "Agreement') is 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").

RECITALS

A. WHEREAS, Declarant is the "Declarant" under that certain Amended and Restated Declaration and General Protective Covenants for Pelican Landing recorded in Official Records Book 2198, Page 1873 of the Public Records of Lee County, Florida, as amended and supplemented (collectively, the "Declaration"). Pursuant to the provisions of the Declaration, certain real property referred to in the Declaration as "Properties" has been subjected to the terms of the Declaration.

B. WHEREAS, Hyatt is the owner of the real property described in Exhibit "A" attached to this Agreement (the "Hotel/Conference Center Property") which Hotel/Conference Center Property is subject to certain provisions of the Declaration.

C. WHEREAS, the Timeshare Developer is the owner of certain real property described in Exhibit "B" attached to this Agreement (the "Timeshare Property"), which Timeshare Property is subject to certain provisions of the Declaration. The Timeshare Property may be, but is not required to be, used for the purpose of establishing timeshare facilities.

D. WHEREAS, Pelican Landing is a community administered by the Association and governed by the Declaration.

E. WHEREAS, that certain Thirty-Seventh Supplement to the Declaration dated July 18, 1995 and recorded at O.R. Book 2619, Page 159 of the Public Records of Lee County, Florida (the "37th Supplement"), subjected certain additional real property to the Declaration, said additional real property being the "Beach Park."

F. WHEREAS, the Beach Park is real property located on Big Hickory Island, a barrier island between the Gulf of Mexico and Estero Bay in the City of Bonita Springs, Lee County, Florida.

G. WHEREAS, WCI recorded that certain Fifty-Seventh Supplement to the Declaration dated August 15, 1997 in O.R. Book 2859, Page 2875 of the Public Records of Lee County, Florida (the "57th Supplement"). Declarant recorded an Amended and Restated Fifty-Seventh Supplement to the Declaration dated December 10, 1998 in O.R. Book 3052, Page 1718, Public Records of Lee County, Florida (the "Amended and Restated 57th Supplement").

H. WHEREAS, Declarant recorded in O.R. Book 3052, Page 1817, Public Records of Lee County, Florida, that certain Sixty-Eighth Supplement to the Declaration dated December 16, 1998 (the "68th Supplement").

I. WHEREAS, Declarant recorded on February 9, 2001 in O.R. Book 3362, Page 2486 of the Public Records of Lee County, Florida that certain Seventy-Third Supplement to the Declaration dated December 18, 2000 (the "73rd Supplement").

J. WHEREAS, certain members of the Association have objected to and challenged the 57th Supplement, the Amended and Restated 57th Supplement, the 68th Supplement, the 73rd Supplement and Hyatt's and the Timeshare Developer's and "Timeshare Users" right to use of the Beach Park.

K. WHEREAS, those certain members of the Association have created CAF, a duly constituted Florida not-for-profit corporation and have authorized CAF to represent them in this concern.

L. WHEREAS, CAF has authorized the initiation of legal action to challenge *inter alia* the 57th Supplement, the Amended and Restated 57th Supplement, the 68th Supplement, the 73rd Supplement and Hyatt's, Timeshare Developer's and Timeshare Users' right to use the Beach Park and the docks at Coconut Point and the Beach Park (the "Docks").

M. WHEREAS, certain members of the Association have formed RA, which organization opposes Hyatt's, Timeshare Developer's and Timeshare Users' right to use of the Beach Park and the Docks.

N. WHEREAS, the parties to this Agreement have been involved in certain proceedings before the City of Bonita Springs and other governmental agencies wherein Hyatt's, Timeshare Developer's and Timeshare User's right to use of the Beach Park and the Docks has been challenged.

O. WHEREAS, the parties to this Agreement were requested by the City of Bonita Springs to attempt to reach a resolution of the dispute through mediation with George Vega, Esq. of Naples, Collier County, Florida serving as mediator ("Mediator").

P. WHEREAS, the parties have mediated and have reached consensus on a set of points, all of which are memorialized in a non-binding "Mediation Agreement" dated June, 2001 containing 27 paragraphs which was intended to provide guidelines for a formal, detailed and binding agreement.

Q. WHEREAS, All parties agree to comply fully with all applicable laws with respect to any specified or contemplated use of the Beach Park and Docks as provided herein, provided

however, that the foregoing clause shall create no additional obligations or liability on the part of any party to this Agreement.

R. WHEREAS, the parties now desire to formalize and incorporate the set of points of the "Mediation Agreement" into this Agreement as a detailed and binding settlement agreement which will finally compromise, settle and discharge any and all claims and controversies heretofore related to or arising from Hyatt's, Timeshare Developer's and Timeshare Users' specified use of the Beach Park and the Docks, on the terms and conditions set forth below.

S. WHEREAS, CAF, RA, Hyatt, Timeshare Developer, Golf Venture and Declarant also desire finally to compromise, settle and discharge certain claims or potential claims related to or arising from the governance of, or otherwise related to, Pelican Landing, on the terms and conditions set forth below.

TERMS OF AGREEMENT

NOW THEREFORE, in consideration of the mutual exchange of promises, covenants and conditions contained herein, it is hereby agreed by and between the parties hereto as follows:

1. **Recitals:** The foregoing recitals are true and correct and incorporated herein as part of the terms of this Agreement.

2. **Definitions**: Capitalized terms, which are not otherwise defined in this Agreement, shall have the same meanings ascribed to such terms in the Declaration.

3. **Member Approval; City of Bonita Springs Approval; Turnover of Control of the PLCA Board**:

3.1. **Member Vote:** Declarant and the Association shall cause this Agreement to be submitted to those Class " A" members (as defined in the Declaration) of the Association who are entitled to vote, seeking the approval of this Agreement and all exhibits attached hereto, of a majority of the Class "A" votes cast at a duly called meeting at which a quorum has been attained. ("Member Approval").

3.2 **City of Bonita Springs:** The parties shall exercise their reasonable best efforts to cause the City of Bonita Springs, Florida (the "City") to adopt a binding resolution in the form attached hereto as Exhibit "C" (the "Zoning Resolution") confirming that the use of the docks at Coconut Point and Big Hickory Island and the Beach Park by the residents, hotel guests and Timeshare Users, in accordance with the terms of this Agreement is a permitted or lawful use under the City's now existing zoning code and comprehensive plan. Each of the parties will support and lend their cooperation with respect to the adoption of the Zoning Resolution and will in no manner oppose or interfere with the adoption of the Zoning Resolution.

3.3 **Recording of Change of Control Supplement and Unit Count Amendment:** If all of the "Conditions Precedent" (as such term is subsequently defined) are satisfied on or before December 31, 2001 or within 120 days after the date of execution of this Agreement, whichever is greater (the "Conditions Precedent Date"), Declarant shall execute and record in the Public Records of Lee County: (a) the Unit Count Amendment in the form of Exhibit "D" attached to this Agreement ("Unit Count Amendment"), and the (b) the Seventy- Fifth Supplement and

Amendment to the Amended and Restated Declaration and General Protective Covenants for Pelican Landing, the form of which is attached to this Agreement as Exhibit "E" (the "Change of Control Supplement"). The Association agrees not to amend the Unit Count Amendment without the prior written approval of Declarant and agrees that this provision shall survive the completion or termination of this Agreement. If all of the Conditions Precedent are not completely satisfied on or before the Condition Precedent Date, then, notwithstanding any other provision of this Agreement (with the exception of those provisions of this Agreement expressly surviving the termination of this Agreement), this Agreement shall automatically be deemed null and void and of no effect whatsoever, as if same had never been executed. The term "Conditions Precedent" means (a) the obtaining of Member Approval as provided in paragraph 3.1 above, (b) the issuance of the Zoning Resolution as provided in paragraph 3.2 above, and (c) the withdrawal by CAF of its zoning appeal to the City, all to occur on or before the Conditions Precedent Date. Declarant may, it its sole discretion, extend the Conditions Precedent Date by providing written notice to the parties of its election to so extend the Conditions Precedent Date.

3.4 **Change of Control Supplement:** The parties acknowledge that under the terms of Article II of the Declaration and Section 4.2 of the Association's Bylaws, Declarant has the right to retain control of the Board of Directors of the Association until the termination of the "Class B Control Period" (as such term is defined in Article IV and X of the Association's Bylaws) (the "Turnover Date"). Notwithstanding the provisions of the Bylaws, the purpose of the Change of Control Supplement is to conditionally amend the Declaration and the Bylaws, subject to the terms of this Agreement and the Change of Control Supplement, so as to permit the members of the Association other than the Declarant to elect a majority of the Board of Directors of the Association prior to the Turnover Date. As more specifically set forth in the Change of Control Supplement, (a) the terms and conditions of the Change of Control Supplement are conditioned upon the fulfillment of the "Conditions Subsequent" on or before the Conditions Subsequent Date (as such term is subsequently defined); and (b) unless the Conditions Subsequent are fulfilled by the Association, CAF and RA, on or before the Conditions Subsequent Date, except as may be extended as provided herein, this Agreement shall be deemed null and void and of no further consequence, and Declarant's right to select a majority of the member's of the Association's Board of Directors shall automatically be restored.

3.5 **Conditions Subsequent:** The term "Conditions Subsequent means (a) the election, on or before March 31st, 2002 or within 180 days after the date of execution of this Agreement, whichever is greater (the "Conditions Subsequent Date"), of the majority of the Association's Board of Directors by members of the Association other than Declarant; and (b) the final ratification and adoption by the newly elected Board of Directors of the Association of this Agreement and all exhibits thereto, as evidenced by a resolution, the form of which resolution is set forth in Exhibit "F" attached to this Agreement ("Resolution of Newly Elected PLCA"), and (c) withdrawal of the CAF appeal to the Florida Department of Environmental Protection ("DEP").

4. **Additional Obligations Upon Satisfaction of Conditions Subsequent:** Upon Satisfaction of the Conditions Precedent by the Conditions Precedent Date (or upon the expiration of any extension as provided herein) and the Conditions Subsequent by the Conditions Subsequent Date (or upon the expiration of any extension as provided herein), WCI shall perform the obligations set forth in Sections 4.1 through 4.3.

4.1 **Community Center:** WCI, in accordance with the plans and specifications attached hereto as Exhibit "G" shall construct at its expense, a building to be used as a community center by the Members of the Association ("Plans and Specifications"). Upon the Association's request, WCI

agrees to reconfigure the interior space and/or alter the outside building envelope as shown on the attached Plans and Specifications, provided that such reconfiguration or alteration can be accomplished without additional cost to WCI and provided further that such requests are made as soon as possible after execution of this Agreement such that the Plans and Specifications can be finalized by WCI no later than thirty (30) days after execution of this Agreement.. In addition to the foregoing, WCI shall provide such furnishings, furniture and fixtures for the community center as is reasonably appropriate at a cost of not less than One Hundred Fifty Thousand Dollars ($150,000.00). WCI shall have no obligation to expend more than such sum of $150,000.00. WCI and the Association acknowledge that the sum of $150,000.00 includes the following: kitchen equipment, window blinds, fitness equipment, furniture, stereo and audio system and interior finishes such as ceramic tile and carpet (and of the $150,000.00, $15,000.00 is floor coverings and $2,500.00 is wallpaper). The community center shall be located on the property as shown on Exhibit "H". The community center shall be substantially completed including all interior furnishings, landscaping and issuance of a Certificate of Occupancy by a date which is no later than 540 days from the Conditions Subsequent Date, as may be extended as provided herein (the "Substantial Completion Date"). The Substantial Completion Date shall be extended to the extent that any delays in substantial completion of the community center are caused by force majeure or other matters outside of WCI's reasonable control. . The Association shall make its land available for construction of the community center and shall cooperate with the construction and development of the community center. Such cooperation shall include, without limitation, entering into or joining in all relevant documents reasonably requested by WCI. Until WCI and its affiliates have completed all construction activities within Pelican Landing and The Colony, WCI shall be entitled to reserve the community center facilities thirty (30) days or less in advance of any use or event, provided that such facility has not been previously reserved. WCI shall provide with said building, no fewer than 125 parking spaces or such greater number as may be required by applicable Lee County law, codes or regulations. Additional parking may be located in designated landscaped areas, as determined in WCI's sole and absolute discretion. WCI shall install landscaping and berming for the building in accordance with Exhibit "G". Notwithstanding the provisions of Section 4 above, WCI may, but shall have no obligation to commence performance of the obligations set forth in this Section 4.1 promptly after the execution of this Agreement. If the Association, RA or CAF fails to perform any of the Conditions Precedent by the Conditions Precedent Date or the Conditions Subsequent by the Conditions Subsequent Date, under this Agreement, WCI shall extend the Conditions Precedent Date and/or the Conditions Subsequent Date (as applicable) for an additional thirty (30) days and in the event WCI has elected to commence to perform prior to the time it is required to perform hereunder, WCI may, during such period of extension, temporarily cease all activities described in Section 4.1 including, ceasing construction or construction related activities at any stage until performance of the requisite Condition(s). If the Conditions Precedent and/or the Conditions Subsequent are not fully satisfied within the said additional thirty (30) days, unless WCI has granted an additional extension in accordance with the last sentence of Section 3.3 above, all obligations of WCI under this Section 4.1 shall immediately terminate and WCI may, in its sole discretion, permanently cease all activities described in Section 4.1 without liability to WCI.

4.1.1 The Association shall hold WCI harmless for any and all costs, expenses and liabilities (including, without limitation reasonable attorneys' fees and costs) incurred by WCI in connection with the stopping and or restarting of its obligations under Section 4.1, except to the extent that such costs, expenses and liabilities are the result of WCI's negligence or willful misconduct.

4.2 **Entrance Upgrade:** Within fifteen (15) days after satisfaction of the Conditions Precedent by the Conditions Precedent Date as may be extended as provided herein and the Conditions Subsequent by Conditions Subsequent Date as may be extended as provided herein, WCI shall pay twenty-five thousand dollars ($25,000.00) to the Association to be used for the purpose of upgrading the entrances at the Pelican Landing community. For a period of one (1) year from the date of this Agreement, WCI shall make its design personnel available, on a reasonable basis, to assist the Association in designing and planning upgrades to the landscaping and monuments at the entrances of the Pelican Landing community. The provisions of this Section 4.2 shall in no way affect or impair the rights of Hyatt, Timeshare Developer and Golf Venture under that certain Partial Assignment of Signage Agreement dated December 16, 1998 and recorded at O.R. Book 3052, Page 1770 of the Public Records of Lee County, Florida. If the Association, RA or CAF fails to perform any of the Conditions Precedent by the Conditions Precedent Date or the Conditions Subsequent by the Conditions Subsequent Date, under this Agreement, WCI shall extend the Conditions Precedent Date and /or the Conditions Subsequent Date (as applicable) for an additional thirty (30) days. If the Conditions Precedent and/or the Conditions Subsequent are not fully satisfied within the said additional thirty (30) days, unless WCI has granted an additional extension in accordance with the last sentence of Section 3.3 above, all obligations of WCI under this Section 4.2 shall immediately terminate without liability to WCI.

4.3 **Road-Sidewalk Repair:** WCI shall, within 365 days from the Conditions Subsequent Date as may be extended as provided herein, complete repairs of certain roads and sidewalks, all as listed on Exhibit "I" ("Road Sidewalk Repairs") attached to this Agreement. WCI shall provide to the Association a two (2) year warranty against defects in materials and workmanship in accordance with the terms set forth in the fifth paragraph of Kitty Green's letter to the Association dated January 7, 1999 attached as Exhibit "I-1" to this Agreement, which warranty shall be obtained from WCI and/or the contractor performing said repairs. Such two (2) year warranty shall include all roads turned over to the Association from the date of the respective turnover. WCI will not be responsible or liable for any road/sidewalk repairs or improvements within or outside of Pelican Landing, except those repairs and improvements expressly set forth in Exhibit "I". Declarant shall review and ensure that all signage to be conveyed to the Association shall be in compliance with applicable Lee County signage standards in existence at the time of the first installation of said signage. For a period of one (1) year from the Conditions Precedent Date as may be extended as provided herein, WCI shall make its design personnel available on a reasonable basis to assist the Association in designing, planning and obtaining estimates for a sidewalk along Greenview Drive and upgrades to the landscaping and monuments at the entrances of the Pelican Landing community and to assist in resolving issues related to the condition of Pelican Nest Drive. Notwithstanding the provisions of Section 4 above, WCI may, but shall have no obligation to commence performance of the obligations set forth in this Section 4.3 promptly after the execution of this Agreement. If the Association, RA or CAF fails to perform any of the Conditions Precedent by the Conditions Precedent Date or the Conditions Subsequent by the Conditions Subsequent Date, under this Agreement, WCI shall extend the Conditions Precedent Date and/ or the Conditions Subsequent Date (as applicable) for an additional thirty (30) days and may, during such period of extension, temporarily cease all activities described in Section 4.3 including, ceasing construction or construction related activities at any stage until performance of the requisite Condition(s). If the Conditions Precedent and/or the Conditions Subsequent are not fully satisfied within the said additional thirty (30) days, unless WCI has granted an additional extension in accordance with the last sentence of Section 3.3 above, all obligations of WCI under this Section 4.3 shall immediately terminate and WCI may, in its sole discretion, permanently cease all activities described in Section 4.3 without liability to WCI.

4.3.1 The Association shall hold WCI harmless for any and all costs, expenses and liabilities (including, without limitation reasonable attorneys' fees and costs) incurred by WCI in connection with the stopping and or restarting of its obligations under Section 4.3, except to the extent that such costs, expenses and liabilities are the result of WCI's negligence or willful misconduct.

5. **Documents.** The parties agree and acknowledge that the following documents have been executed and delivered to Mediator to be held in escrow in accordance with the terms of Section 6:

5.1 The First Amendment to 68th Supplement and 73rd Supplement to the Declaration and General Protective Covenants for Pelican Landing by and among Declarant, the Association, Hyatt and the Timeshare Developer, a copy of which is attached to this Agreement as Exhibit "J" (the "First Amendment");

5.2 Management Agreement between WCI Property Management, Inc. and the Association, a copy of which is attached to this Agreement as Exhibit "K";

5.3 Limited release from the CAF, RA and the Association in favor of WCI, a copy of which is attached to this Agreement as Exhibit "L" ("WCI Limited Release").

5.4 The PLCA Priority Access Agreement in the form attached to this Agreement as Exhibit "M";

5.5 The Notice of Failure of Conditions in the form of Exhibit "N";

5.6 The Notice of Satisfaction of Conditions in the form of Exhibit "O"; and

5.7 The deed to the property known as Redfish Point in Pelican Landing as generally shown on Exhibit " P" attached to this Agreement ("Redfish Point").

6. **Release from Escrow.** Upon satisfaction of the Conditions Precedent by the Conditions Precedent Date and the Conditions Subsequent by the Conditions Subsequent Date (as the same may be extended as provided herein), and Declarant being provided with written notice and evidence of such satisfaction, then, Mediator shall release from escrow and deliver the following:

6.1 To WCI, the First Amendment and the PLCA Priority Access Agreement, for recording in the Public Records of Lee County, Florida;

6.2 To the respective parties, the Management Agreement, WCI Limited Release; and

6.3 To the Association, the Notice of Satisfaction of Conditions and the deed to Redfish Point for recording in the Public Records of Lee County, Florida.

The Association acknowledges and agrees that Redfish Point shall be conveyed by WCI to the Association in its "as is" condition without any repairs or maintenance being required by WCI. WCI agrees that within one (1) day after the release of the deed for Redfish Point by Escrow Agent in accordance with the foregoing terms and conditions, WCI shall pay to the Association the sum of Eighty -Five Thousand Dollars ($85,000). WCI's obligation to deed Redfish Point to the Association and to pay the Association the sum of $85,000 is independent of the satisfaction of the

Conditions Precedent and Conditions Subsequent and in the event this Agreement is terminated, such obligations of WCI shall survive such termination of this Agreement.

7. **Effect of Failure of Conditions Precedent and/or Conditions Subsequent**. Except as otherwise expressly stated in this Agreement to the contrary, upon a default by the Association, RA or CAF under this Agreement or the failure of the Conditions Precedent to be satisfied on or before the Conditions Precedent Date except as may be extended as provided herein, or the failure of the Conditions Subsequent to be satisfied on or before the Conditions Subsequent Date except as may be extended as provided herein, this Agreement shall terminate, the rights and obligations of the parties under this Agreement shall terminate (except as expressly provided to the contrary in this Agreement), the Mediator shall deliver the Notice of Failure of Conditions to WCI (and WCI may record same), and the Mediator shall destroy all other documents and instruments (each of which shall be deemed null and void).

8. **Acceptance of Books and Records and Improvements**. Except as expressly set forth in this Agreement to the contrary, the Association accepts all "General Common Access," "Preservation Areas," "Recreational Property," "Exclusive Common Areas," and "Areas of Common Responsibility," and any other Property of the Association of any kind in an "as-is" condition, without any representation or warranties except for such warranties as provided by law which are not permitted to be waived or released.

9. **Letter of Support and Waiver:** Concurrent with the execution hereof CAF, RA and Association are executing and providing to the Mediator to hold in escrow pending notice of Member Approval, letters of support in the forms attached hereto as Exhibits "Q." Upon Member Approval, (i) the Mediator shall deliver the letters of support to Declarant and Hyatt, and (ii) the CAF shall immediately withdrawa its Zoning Appeal to the City of Bonita Springs. Additionally, CAF, RA and the Association waive any right they separately or collectively may have, and agree not to contest, impede, or interfere with, the right to the use of the Beach Park or Docks by Hyatt's guests or "Timeshare Users" (as defined in the 73rd Supplement) by virtue of the Declaration, the 68th Supplement, the 73rd Supplement, the First Amendment, any DRI development order, or similar permitting, applicable local development order, any submerged land leases for the docks, conservation easements, DEP agreements and permits and any and all other permits relevant to the use and operation of the Beach Park and the Docks so long as said use is in compliance with all applicable laws, the terms of this Agreement, the Declaration, the 68th Supplement, the 73rd Supplement and the First Amendment.

10. **Shell Paths on Beach Park:**

WCI shall construct at its own cost and expense, the additional proposed and permitted shell path per the attached Exhibit "R" (Pelican Landing Beach Park-Pedestrian Access) and which is to be included in the "Phase II" Beach Park Improvements in accordance with the First Amendment. The Association's Beach Committee shall have input on such shell path. A copy of the proposed Phase II Beach Park Improvements is attached as Exhibit "S" to this Agreement. Subject to the conditions stated below, at such time as construction of such shell path shall have commenced, WCI shall modify the existing shell walk as shown on Exhibit "R" such that the existing shell walk shall be consistent in width and style and sufficient to accommodate electric carts, PROVIDED HOWEVER that permits and governmental approvals for such modification can be reasonably obtained and provided further that the Association shall pay the cost for the modification of such existing shell walk, including but not limited to, the cost of any turnaround required to accommodate carts. The Association agrees to promptly reimburse WCI for all such costs incurred,

no later than thirty (30) days after receipt of invoices and supporting documentation. The Association shall maintain, at its sole cost and expense, the Beach Park and the system of boardwalks at the Beach Park. The obligation of Declarant to construct the proposed and permitted shell path shown on Exhibit "R" as described in the first sentence of this Section 10. above is independent of the satisfaction of the Conditions Precedent and Conditions Subsequent and in the event this Agreement is terminated, Declarant's obligation to construct the proposed and permitted shell path shall survive such termination of this Agreement. In addition to the foregoing, in the event that a proposed auxiliary dock is installed at the Beach Park, WCI agrees to construct, at its expense (and subject to being able to obtain necessary permits and governmental approvals), the shell path designated on the dotted black line on Exhibit "R" as the "Proposed Meandering Shell Path (unpermitted)."

MISCELLANEOUS PROVISIONS

11. **Attorneys' Fees:** The Parties agree that each Party hereto shall bear their/its own respective attorneys' fees and costs incurred heretofore in connection with the negotiation and preparation of this Agreement (including attachments), and any legal actions or proceedings which occurred prior to the execution of this Agreement, except that the WCI shall reimburse the CAF for its attorneys' fees incurred in the negotiation and preparation of this Agreement up to a maximum amount of $25,000.00. Such amount of $25,000 shall be due and payable to CAF's attorneys (Treiser, Lieberfarb, Collins & Vernon, Chtd.) within one (1) business day after obtaining (and verification of) Member Approval as definded in Section 3.1 above.

12. **Binding:** This Agreement shall bind the agents, employees, directors, officers, shareholders, members, heirs, personal representatives, successors and assigns of each Party, and inure to the benefit of each party and each of their aforesaid agents and representatives.

13. **No Admission of Liability:** It is understood and agreed that this settlement is a final compromise of disputed claims and the parties acknowledge that this settlement is in no way an admission or concession of liability or wrongdoing by any party, but is simply an attempt to resolve, without further litigation, the matters in dispute between the parties.

14. **Competence/Authorization:** Each party, if an individual, states, covenants and certifies that the party is of legal age and sound mind and is otherwise competent to execute this document. If the party is a corporation, partnership, or other entity (hereinafter the "Entity"), the Entity and the undersigned state, covenant and certify that the undersigned is empowered and has the authority from the Entity to execute this document on behalf of the Entity as an officer or is otherwise a duly authorized representative of the Entity, that the Entity has duly authorized the settlement and the execution of this document, and that the Entity is fully bound by this Agreement.

15. **Knowing and Voluntary Execution:** The parties acknowledge and agree that this Agreement has been carefully read and that its contents are known and fully understood, and that it has been signed and agreed to as a free and voluntary act and that its execution is not the result of any other representation or influence, except as set forth herein.

16. **Disputes/Arbitration:** Any dispute arising from or relating to this Agreement shall be resolved through binding Arbitration in Bonita Springs, Lee County, Florida conducted under the Rules for Commercial Arbitration as then in effect of the American Arbitration Association. The arbitration shall be conducted by a single arbitrator appointed in accordance with those Rules. The arbitrator's award shall be final and binding on both parties and judgment thereon may be entered

by any court of competent jurisdiction. Notwithstanding the foregoing, nothing contained herein shall prohibit a party from obtaining injunctive relief, from any court of competent jurisdiction, with respect to a violation by the other party. The prevailing party shall be entitled to recover reasonable attorneys' fees and costs.

17. **Counterparts:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, all of which together shall constitute one and the same instrument.

18. **Notice:** Any notice required to be served hereunder shall be mailed by certified mail return receipt requested to the respective parties at the address indicated below or such other address as the party may hereafter designate in writing:

WCI Communities, Inc.
Attn: Vivien Hastings, Sr. V.P.
24301 Walden Center Drive
Bonita Springs, Florida 34134

Hyatt Equities, LLC
Attn: Sara Hays, V.P.
Madison Plaza
200 W. Madison Street
Chicago, Illinois 60606

Community Action Fund, Inc.
Attn: Robert Lee, President
24600 South Tamiami Trail
Suite 212 PMB 370

Bonita Springs, Florida 34134

The Residential Association, Inc.
Attn: David Dilley, President
P.O. Box 1101
Bonita Springs, Florida 34133

Pelican Landing Community Limited Association, Inc.
Attn: President
24830 Burnt Pine Drive
Bonita Springs, Florida 34134

Pelican Landing Golf Resort Ventures Partnership
Attn: George Page
c/o 24301 Walden Center Drive
Bonita Springs, Florida 34134

Pelican Landing Timeshare Ventures Limited Partnership
Attn: John Burlingame
200 West Madison Street
Chicago, Illinois 60606

19. **Severability:** If a court of competent jurisdiction determines that any term or provision of this Agreement is invalid or unenforceable, in whole or in part, then the remaining terms and provisions hereof shall be unimpaired and shall remain in full force and effect. Such court will have authority to modify or replace the invalid or unenforceable term or provision with a valid and enforceable provision that most accurately represents the intention with respect to the invalid or unenforceable provision.

20. **Florida Law:** This Agreement shall be deemed to have been entered into and shall be construed and enforced in accordance with the Laws of the State of Florida, the Declaration and such laws as are applied to contracts among Florida residents made and to be performed entirely within Florida.

21. **Further Assurances:**. The parties hereto agree from time to time to execute and deliver such further documents and instruments and perform such other actions which may be necessary to more effectively and completely carry out the intentions of this Agreement.

22. **Entire Agreement:** The Parties acknowledge that this Agreement together with the attachments referenced herein contains the entire agreement among the Parties and is the complete, final and exclusive embodiment of the Agreement with regard to this subject matter and supersedes all other prior agreements (including, without limitation, the Mediation Agreement) with regard to this subject matter. This Agreement is entered into without reliance on any promise or representations, written or oral, other than those expressly contained herein. This Agreement may not be modified or amended except in writing signed by the party/parties against whom enforcement is/would be sought.

23. **No Recordation:** This Agreement may not be recorded in any public records and any recordation of this Agreement shall be deemed invalid.

24. **Facsimile Signatures:** A facsimile (FAX) signature shall be deemed to be an original.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Dated this 20 day of SEPT. 2001.

Signed, sealed and delivered
in the presence of:

WCI COMMUNITIES, INC., a Delaware corporation

Merry F Prentis
Print Name: Merry F. Prentis

Amy Bristes
Print Name: Amy Bristes

By: [signature]
Name: George R. Page
Title: Senior Vice President

HYATT EQUITIES, LLC, a Delaware limited liability company

Print Name: _____

Print Name: _____

By: _____
Name: _____
Title: _____

PELICAN LANDING TIMESHARE VENTURES LIMITED PARTNERSHP, a Delaware limited partnership

By: HTS Coconut Point, Inc., a Delaware corporation
Its General Partner

Print Name: _____

Print Name: _____

By: _____
Name: _____
Title: _____

[REMAINDER OF SIGNATURES ON FOLLOWING PAGE]

Dated this 20 day of SEPT, 2001.

Signed, sealed and delivered
in the presence of:

WCI COMMUNITIES, INC., a Delaware corporation

Print Name: _____ By: _____
Name: George R. Page
Title: Senior Vice President

Print Name: _____

HYATT EQUITIES, LLC, a Delaware limited liability company

Print Name: _____ By: _____
Name: Kirk A. Rose
Title: Vice President

Print Name: _____

PELICAN LANDING TIMESHARE VENTURES LIMITED PARTNERSHP, a Delaware limited partnership

By: HTS-Coconut Point, Inc., a Delaware corporation
Its General Partner

Print Name: _____ By: _____
Name: Kirk A. Rose
Title: Vice President

Print Name: _____

[REMAINDER OF SIGNATURES ON FOLLOWING PAGE]

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

By: Pelican Landing Golf Resort Ventures, Inc., Its General Partner

Print Name: LAURELL SITTERLY

Print Name: Mary S. Cook

By: _____
Name: Edward R. Griffith
Title: Vice President

COMMUNITY ACTION FUND, INC., a Florida not-for-profit corporation

Print Name: PAULA A. WELLER

Print Name: THOMAS B. HAST

By: _____
Name: ROBERT D. LEE
Title: PRESIDENT

THE RESIDENTIAL ASSOCIATION, INC., a Florida not-for-profit corporation

Print Name: Marsha K Shepherd

Print Name: Traci M. Trotter

By: _____
Name: David R Dilley
Title: President

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

Print Name: LAURELL SITTERLY

Print Name: Mary S. Cook

By: _____
Name: Milt G. Flinn
Title: President

JOINDER AND CONSENT BY MEDIATOR

The undersigned, George Vega, executes this Agreement for the sole purpose of acknowledging and agreeing to comply with, his obligations as escrow agent of certain documents as described in the forgoing Agreement.

George Vega

SCHEDULE OF EXHIBITS

EXHIBIT "A"	HOTEL/CONFERENCE CENTER PROPERTY
EXHIBIT "B"	TIMESHARE PROPERTY
EXHIBIT "C"	ZONING RESOLUTION
EXHIBIT "D"	UNIT COUNT AMENDMENT
EXHIBIT "E"	CHANGE OF CONTROL SUPPLEMENT
EXHIBIT "F"	RESOLUTION OF NEWLY ELECTED PLCA
EXHIBIT "G"	COMMUNITY CENTER PLANS AND SPECIFICATIONS
EXHIBIT "H"	COMMUNITY CENTER PROPERTY LOCATION
EXHIBIT "I"	ROAD-SIDEWALK REPAIRS
EXHIBIT "I-1"	KITTY GREEN LETTER DATED JANUARY 7, 1999
EXHIBIT "J"	FIRST AMENDMENT
EXHIBIT "K"	MANAGEMENT AGREEMENT
EXHIBIT "L"	WCI LIMITED RELEASE
EXHIBIT "M"	PLCA PRIORITY ACCESS AGREEMENT
EXHIBIT "N"	NOTICE OF FAILURE OF CONDITIONS
EXHIBIT "O"	NOTICE OF SATISFACTION OF CONDITIONS
EXHIBIT "P"	LOCATION OF REDFISH POINT
EXHIBIT "Q"	LETTERS OF SUPPORT
EXHIBIT "R"	ADDITIONAL BOARDWALK
EXHIBIT "S"	PHASE II BEACH PARK IMPROVEMENTS

352 PG 1861

PELICAN LANDING
RESORT HOTEL PARCEL

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

COMMENCE AT THE EAST QUARTER CORNER OF SECTION 7, TOWNSHIP 47 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA; THENCE RUN S.00°23'24"E., ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 7, FOR A DISTANCE OF 25.00 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF COCONUT ROAD, A 50.00 FOOT RIGHT-OF-WAY DESCRIBED IN COUNTY COMMISSIONERS MINUTE BOOK 6 AT PAGE 288 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, AND THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE CONTINUE S.00°23'24"E., ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 7, FOR A DISTANCE OF 625.00 FEET; THENCE RUN S.89°40'05"W. FOR A DISTANCE OF 1107.21 FEET; THENCE RUN N.00°19'55"W. FOR A DISTANCE OF 650.00 FEET TO A POINT ON THE SOUTH LINE OF GOVERNMENT LOT 2 OF SAID SECTION 7; THENCE RUN N.00°46'02"E. FOR A DISTANCE OF 210.01 FEET TO THE SOUTHWEST CORNER OF THAT PARCEL OF LAND DESCRIBED IN O.R. BOOK 1677 AT PAGE 3516 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE RUN N.89°40'05"E., ALONG THE SOUTHERLY BOUNDARY OF SAID PARCEL OF LAND DESCRIBED IN O.R. BOOK 1677 AT PAGE 3516, FOR A DISTANCE OF 216.00 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL; THENCE RUN N.03°20'55"W., ALONG THE EASTERLY BOUNDARY OF SAID PARCEL OF LAND DESCRIBED IN O.R. 1677 AT PAGE 3516, FOR A DISTANCE OF 202.00 FEET TO THE NORTHEAST CORNER OF SAID PARCEL; THENCE RUN N.89°40'05"E. FOR A DISTANCE OF 866.42 FEET TO A POINT 25.00 FEET WESTERLY OF, AS MEASURED AT RIGHT ANGLES TO, THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 7, THE SAME BEING A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF SAID COCONUT ROAD; THENCE RUN S.01°07'45"E., PARALLEL WITH THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 7 AND ALONG SAID WESTERLY RIGHT-OF-WAY LINE, FOR A DISTANCE OF 436.29 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID COCONUT ROAD; THENCE RUN S.89°16'14"E., ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, FOR A DISTANCE OF 24.69 FEET TO THE POINT OF BEGINNING; CONTAINING 25.693 ACRES, MORE OR LESS.

THIS PROPERTY IS SUBJECT TO EASEMENTS, RESERVATIONS OR RESTRICTIONS OF RECORD.

BEARINGS REFER TO THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 7, TOWNSHIP 47 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA AS BEING S.00°23'24"E.

HOLE, MONTES & ASSOCIATES, INC.
CERTIFICATE OF AUTHORIZATION LB #1772

BY _____ P.L.S. # 3741
THOMAS J. GARRIS STATE OF FLORIDA

EXHIBIT "A"

1550 ABERNATHY STREET BONITA SPRINGS, FLORIDA 34135 941-992-0795 FAX 941-992-2327

Description of Hyatt Golf Resort Time Share Parcel,
being a part of Section 5 and 6, Township 47 South,
Range 25 East, Lee County, Florida

All that part of Section 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°47'06" East 552.75 feet;
thence North 13°36'10" West 175.93 feet;
thence North 17°38'44" East 234.48 feet;
thence North 62°05'42" East 445.07 feet;
thence South 63°59'01" East 325.63 feet;
thence South 20°24'37" East 663.90 feet;
thence South 28°11'56" West 186.92 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 32.17 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.

WilsonMiller, Inc.
Registered Engineers and Land Surveyors

By:_____ Date _____
John P. Maloney, P.S.M. #4493

Ref., 4K-438
Not valid unless embossed with the Professional's seal.

EXHIBIT "B"

6/8/00-79672 Ver: 011-MSale
CA #43
F0250-024-502--0

CITY OF BONITA SPRINGS, FLORIDA
RESOLUTION NO. 01 - _____

A RESOLUTION BY THE CITY OF BONITA SPRINGS, FLORIDA; IN REFERENCE TO THE USES PERMITTED AT THE PELICAN LANDING BEACH PARK ("BEACH PARK"); PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Pelican Landing Community Association, Inc. ("Association"), the master homeowners association for the Pelican Landing Community, is situated in Lee County, Florida and is the record title owner of the northern 34 acres of Big Hickory Island ("Beach Park"); and

WHEREAS, the developer of Pelican Landing, Watermark Communities, Inc., and its predecessors, ("WCI") is in the process of developing a beach park facility on a portion of the Beach Park area for the benefit and use of the Association's members; and

WHEREAS, the Pelican Landing Beach Park ("Beach Park") was deeded to the Association and is now a portion of the general common area which is owned by the Association); and

WHEREAS, the Beach Park" is zoned AG-2, Agricultural; and

WHEREAS, Hyatt Equities, LLC, a Delaware limited liability company ("Hyatt") is the owner of real property located within the unincorporated portion of the Pelican Landing Development of Regional Impact ("Pelican Landing DRI"), (the "Hotel/Conference Center Property"), which DRI was previously bisected by the recent incorporation of the City of Bonita Springs; and

WHEREAS, the Hotel/Conference Center Property is benefitted by membership in the Association; and

WHEREAS, when Hyatt purchased the Hotel/Conference Center Property, they became members of the Association with all attendant rights to use of the Beach Park; and

WHEREAS, Hyatt and an affiliate of WCI have formed a joint venture for the purpose of developing timeshare units on land commonly referred to as the "Timeshare Property"; and

WHEREAS, the Timeshare Property is located within the unincorporated portion of the Pelican Landing DRI and is benefitted by membership in the Association; and

WHEREAS, the owners of timeshare intervals at the Timeshare Property are members of the Association, and such owners and Timeshare Users (as defined in the Seventy-Third Supplement to the Declaration and General Protective Covenants for Pelican Landing recorded in OR Book 3362, Page 2486 of the Official Records of Lee County, Florida) have all attendant rights to use of the Beach Park; and

EXHIBIT "C"
Page 1 of 4

WHEREAS, Community Action Fund, Inc. ("CAF"), is a Florida not-for-profit corporation whose members are residents of Pelican Landing, a planned development community in Lee County, Florida; and

WHEREAS, the Residents Association ("RA"), is an unincorporated membership organization whose members are residents of Pelican Landing, a planned development community in Lee County, Florida; and

WHEREAS, an issue has been raised over the use of the Beach Park by Hyatt, its guests and the Timeshare Users; and

WHEREAS, the CAF, through its attorney, requested a zoning interpretation from the City of Bonita Springs ("City") regarding the legality, under current zoning, of the use of the Beach Park as an amenity for the paying customers of the Hotel/Conference Center Property and Timeshare Users; and

WHEREAS, Lee County is the contract service provider for the City for staff support and zoning interpretations relating to the City's Land Development Code ("LDC"); and

WHEREAS, Mary Gibbs, the Director of Community Development for Lee County, rendered an opinion on February 1, 2001 to the City that the use of the Beach Park by Hyatt and its guests was consistent with the LDC; and

WHEREAS, the RA, the CAF and the PLCA by a majority vote of the residents of Pelican Landing endorse and support adoption by the City Council of a resolution that the use of the docks at Coconut Point and Big Hickory Island and the Beach Park by the residents, hotel guests and Timeshare Users is a permitted or lawful use under the City's now existing zoning code and comprehensive plan.

NOW, THEREFORE, be it resolved by the City Council of the City of Bonita Springs, Lee County, Florida:

SECTION ONE: USES PERMITTED

The use of the docks at Coconut Point and Big Hickory Island, and the use of the Beach Park by the residents, hotel guests and Timeshare Users is a permitted or lawful use under the City's now existing zoning code and comprehensive plan, subject to the City's corporate boundaries.

SECTION TWO: EFFECTIVE DATE

This Resolution shall become effective immediately on its adoption by the City Council at its regular meeting.

DULY PASSED AND ENACTED by the Council of the City of Bonita Springs, Lee

County, Florida, this ___ day of September, 2001.

AUTHENTICATION:

_____ _____

Mayor City Clerk

APPROVED AS TO FORM: _____

City Attorney

Vote:				
	Arend	_____	Piper	_____
	Edsall	_____	Wagner	_____
	Nelson	_____	Warfield	_____
	Pass	_____		

Date filed with City Clerk: _____

EXHIBIT "C"
Page 3 of 4

AGENDA ITEM SUMMARY

REQUESTED MOTION:
Consider and approve a resolution as follows:

A RESOLUTION BY THE CITY OF BONITA SPRINGS, FLORIDA; IN REFERENCE TO THE USES PERMITTED AT THE PELICAN LANDING BEACH PARK ("BEACH PARK"); PROVIDING FOR AN EFFECTIVE DATE.

COUNCIL DISTRICT: Councilman Wayne Edsall, District #1		MEETING DATE: September 5, 2001
AGENDA CONSENT X CITY ATTORNEY APPEALS PUBLIC TIME REQUIRED:	REQUIREMENT/PURPOSE *(Specify)* STATUTE x ORDINANCE ADMIN. CODE OTHER	REQUESTOR OF INFORMATION: Audrey E. Vance City-Attorney

BACKGROUND:

On June 20, 2001, City Council heard the status report from the parties relating to the Pelican Landing Beach Park. The parties were able to resolve the matter internally, however, the settlement required a Resolution from the City Council that the City determine that the Pelican Landing Beach Park, as the uses are in both unincorporated Lee County and the corporate boundaries of the City of Bonita Springs, are permitted and lawful under the City's now existing zoning code and comprehensive plan. Mary Gibbs in her February 1, 2001 letter to the City, advised that the use of the beach park by the guests of the Hyatt Hotel was a consistent use of the recreational facilities, private, offsite, since they are part of the Homeowner's Association.

The City of Bonita Springs is not part of the settlement agreement, however, the settlement require the City Council to consider adoption of such Resolution. Please note that in addition to the Hyatt Hotel guests, the issue of the future time-shares are in the Resolution. Please note that finding the time-shares a lawful use is consistent with the County's legal position by Timothy Jones.

Upon adoption of the Resolution, the need for a special hearing for the zoning interpretation for recreational facilities, private, offsite, in Zoning Case Number ADD 2000-00206 may be dismissed as moot.

Attachments: Draft Resolution
February 1, 2001 letter to City Council from Mary Gibbs
ADD 2000-00206, Administrative Interpretation Application by Tom Hart

STAFF RECOMMENDATION:

Approve the Resolution

REVIEWED BY:

CITY MANAGER: _____

CITY ATTORNEY: _____

CITY CLERK: _____

COUNCIL ACTION:

___APPROVED
___DENIED
___DEFERRED
___OTHER

Instrument prepared by and
after recording return to:

Steven M. Falk, Esq.
Roetzel & Andress
850 Park Shore Drive, Third Floor
Naples, FL 34103

CERTIFICATE OF AMENDMENT TO DECLARATION AND GENERAL PROTECTIVE COVENANTS FOR PELICAN LANDING

This Certificate is made this ____ day of _____, 2001, by WCI Communities, Inc., a Delaware corporation, successor by merger to Pelican Landing Communities, Inc., formerly known as Westinghouse Bayside Communities, Inc., (the "Declarant").

WHEREAS, on November 17, 1988, the Declarant recorded a certain document entitled "Declaration and General Protective Covenants for Pelican's Nest" in O.R. Book 2030, page 663 et seq., Public Records of Lee County, Florida; and

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

WHEREAS, in Article 13 of the Declaration, the Declarant reserved the right to make amendments to the Declaration and its recorded exhibits by Declarant's sole act until determination of the Class "B" control period; and

WHEREAS, the Class "B" control period has not been terminated; and the Declarant wishes to amend the Declaration; and

WHEREAS, unless otherwise provided below to the contrary, all capitalized terms shall have the same meaning as set forth in the Declaration, or the Articles of Incorporation and the Bylaws of Pelican Landing Community Association, Inc. ("PLCA"); and

WHEREAS, Declarant, PLCA, Community Action Fund, Inc. ("CAF"), The Residential Association, Inc. ("RA"), Hyatt Equities, LLC ("Hyatt"), Pelican Landing Golf Resort Ventures Limited Partnership ("Golf Ventures"), Pelican Landing Timeshare Ventures Limited Partnership ("Timeshare Developer") have entered into a certain Settlement Agreement, which authorizes, according to certain conditions, termination of the Class "B" Control Period and recordation of this

amendment ("Unit Count Amendment"); and

WHEREAS, the seventh paragraph of Article X, Section 1 of the Declaration currently permits Declarant, prior to termination of the Class "B" Control Period, to elect to either: (a) pay assessments on all of its unsold Units; or (2) pay the difference between the total amount of Common Assessments levied on all Units and Business Properties subject to assessment and the amount of actual expenditures required to operate the Association during the fiscal year ("Guaranty"); and

WHEREAS, Article X, Section 8 of the Declaration currently states that the obligation to pay assessments commences as to each Unit upon the conveyance of a Unit by Declarant to an Owner, and further provides that upon termination of the Class "B" Control Period, Declarant shall commence paying assessments on all Units and Business Properties which it owns and which are subject to the Declaration; and

WHEREAS, given the number of its unsold Units, Declarant would not elect to either pay assessments on its unsold Units or permit the termination of the Class "B" Control Period, in the absence of the Unit Count Amendment ; and

WHEREAS, Declarant, CAF, RA, the Class "A" representatives on the PLCA Board of Directors, the Unit Owner's Committee and the Voting Representatives of the Class "A" members of PLCA, have negotiated the terms and conditions upon which the Class "B" Control Period may terminate, as well as the provisions of the Unit Count Amendment; and

WHEREAS, Declarant, CAF, RA, the Class "A" representatives on the PLCA Board of Directors, the Unit Owner's Committee and the Voting Representatives of the Class "A" member of PLCA all consider the Unit Count Amendment as an acceptable compromise with respect to Declarant's assessment obligations under the Declaration, which compromise will permit the termination of the Class "B" Control Period prior to the date upon which it would otherwise occur under the Declaration, Articles and Bylaws of PLCA; and

WHEREAS, Declarant, CAF, RA, the Class "A" representatives on the PLCA Board of Directors, the Unit Owner's Committee and the Voting Representatives of the Class "A" member of PLCA all consider the Unit Count Amendment to be reasonable; and

WHEREAS, Voting Representatives representing not less than a majority of a quorum of the Class "A" members of PLCA have approved the Unit Count Amendment in accordance with the Settlement Agreement and the procedures set forth in the Declaration, Articles and Bylaws of PLCA.

NOW THEREFORE, the Declarant hereby amends the Declaration and the Amendment is adopted in the form attached hereto and made a part hereof as Exhibit "A".

IN WITNESS WHEREOF, the Declarant has caused this Certificate to be duly executed this ____ day of _____, 2001.

WITNESSES:

WCI COMMUNITIES, INC., AS SUCCESSOR TO PELICAN LANDING COMMUNITIES, INC., FORMERLY KNOWN AS WESTINGHOUSE BAYSIDE COMMUNITIES, INC., (SEAL)

By:_____
Name:_____

By:_____
Milton G. Flinn
Senior Vice President

By:_____
Name:_____

STATE OF FLORIDA)
COUNTY OF LEE)

The foregoing instrument was executed before this ____ day of _____, 2001, by Milton G. Flinn, as Senior Vice President of WCI Communities, Inc. as successor to Pelican Landing Communities, Inc., formerly known as Westinghouse Bayside Communities, Inc. He is personally known to me and did not take an oath.

By:_____
Printed Name:_____
Notary Public
My commission expires _____

(seal)

EXHIBIT "A"
AMENDMENT TO AMENDED AND RESTATED DECLARATION

1. The seventh paragraph of Section 1 of Article X (the paragraph beginning with "Until termination of the Class "B" Control Period or until such earlier time..."); is amended to read in its entirety as follows:

Subject to the provisions of Article X, Declarant "shall pay assessments as any other Member pays for Units and portions of the Business Properties it owns. Notwithstanding the foregoing provisions to the contrary, it is the intent of the Declarant and the Association that the provisions of the Seventy-Third Supplement to the Declaration and General Protective Covenants for Pelican Landing (the Seventy-Third Supplement) govern the obligations of Declarant, its affiliates and Owner(s) with respect to the property and improvements (the "Excepted Property") described in the Excepted Property Legal Description attached hereto and incorporated herein. Therefore, notwithstanding the foregoing, the provisions of this paragraph shall not apply to the Excepted Property and the Owner(s) (including, without limitation, Declarant and its affiliates) thereof. Instead, as to such subject matter, the Excepted Property and the Owners thereof shall be governed by the provisions of the Seventy-Third Supplement.

2. The second and third paragraphs of Section 2 of Article X are amended to read in their entirety as follows:

The Common Assessment to be levied for the coming year shall be set at a level which is reasonably expected to produce total income to the Association equal to the total budgeted Common Expenses, including reserves. In determining the amount of the Common Assessment, the Board, in its discretion, may consider other sources of funds available to the Association. In addition, the Board shall take into account the number of Units obligated to pay assessments on the first day of the fiscal year for which the budget is prepared and the number of Units reasonably anticipated to be obligated to pay assessments during the fiscal year.

In addition, the following provisions shall apply for building permits issued to Declarant and plats recorded subsequent to the Board's formal adoption of the Association's budget:

(a) If a building permit is issued to Declarant or a plat is recorded after adoption of the Association's budget, but before the Association has mailed or delivered Common Assessment invoices to the Owners, then the assessment for all Units

and Business Properties subject to assessment shall be recalculated based upon those additional, permitted or platted Units or Business Properties owned by Declarant.

(b) If a building permit is issued to Declarant or a plat is recorded after adoption of the Association's budget, and after the Association has mailed or delivered Common Assessment invoices to the Owners, then Declarant's Common Assessment obligation will be increased by multiplying the assessment amount adopted by the Board by the number of those additional, permitted or platted Units or Business Properties owned by Declarant.

3. Section 8 of Article X of the Declaration is amended to read in its entirety as follows:

Section 8. Date of Commencement of Assessments.

(a) Declarant's obligations to pay Common Assessments shall not commence until:

(i) With respect to the property described in the attached Description of Excepted Property and any and all improvements now or hereafter existing thereon, and any Owner thereof (including, without limitation, Declarant and its affiliates), the obligation to pay assessments thereon shall commence and be payable in accordance with the provisions of the Seventy-Third Supplement. If Declarant conveys any Unit or property located within the Excepted Property to a subsidiary or affiliate of Declarant, then assessments as to such portions of the Properties will not commence until such time as designated by Declarant in a Supplemental Declaration.

(ii) With respect to condominiums located upon other than the Excepted Property, Declarant's assessment obligation shall not commence until January 1st of the calendar year immediately following the calendar year in which a building permit for a condominium building is issued. For example, if a building permit is issued for a 100 unit condominium building in 2001, then Declarant shall pay Common Assessments for 100 Units on January 1, 2002.

(iii) With respect to single family detached homes, villas or other improvements constructed on individually platted lots (as opposed to condominium buildings) located upon other than the Excepted Property, Declarant's assessment obligation shall not commence until recordation of a plat for the applicable lots.

Notwithstanding the foregoing provisions to the contrary, it is the intent of the

Declarant and the Association that the provisions of the Seventy-Third Supplement govern the obligations of Declarant, its affiliates and Owner(s) with respect to the Excepted Property. Therefore, notwithstanding the foregoing, the provisions of subparagraphs "(ii)" and "(iii)" shall not apply to the Excepted Property and the Owner(s) (including, without limitation, Declarant and its affiliates) thereof. Instead, as to such subject matter, the Excepted Property and the Owners thereof shall be governed by the provisions of the Seventy-Third Supplement.

(b) Except for any Unit or portion of the Business Properties owned by Declarant or its subsidiaries or affiliates or except with respect to the Excepted Property, the obligation to pay Common Assessments shall commence upon conveyance of the Unit or portion of the Business Properties by Declarant to an Owner.

4. Notwithstanding anything provided herein or Section 7 of Article X, Declarant shall not be responsible under any circumstances to fund any portion of reserve contributions.

5. References to Declarant shall also be deemed to include Declarant's affiliates, subsidiaries and assigns.

6. In the event of any conflict or variance between the foregoing and the Seventy-Third Supplement, the terms of the Seventy-Third Supplement shall prevail.

354746_1.WP5

This instrument prepared by and return to:
Brian Belt, Esq.
Shutts & Bowen LLP
1500 Miami Center
201 South Biscayne Boulevard
Miami, Florida 33131

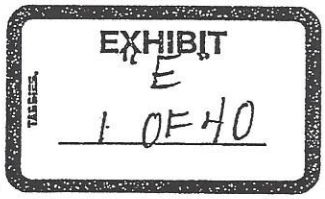
SEVENTY-FIFTH SUPPLEMENT AND AMENDMENT TO THE DECLARATION AND GENERAL PROTECTIVE COVENANTS FOR PELICAN LANDING AND CERTIFICATE OF AMENDMENT OF ARTICLES OF INCORPORATION AND BYLAWS

This Seventy-Fifth Supplement and Amendment to the Declaration and General Protective Covenants for Pelican Landing and Certificate of Amendment of Articles of Incorporation and Bylaws (this "Supplement") is made this _____ day of _____, 2001 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" under that particular Amended and Restated Declaration and General Protective Covenants for Pelican Landing, as more specifically described below (for purposes of this Supplement, WCI Communities, Inc. is referred to in this Supplement as "Declarant"); and Pelican Landing Community Association, Inc., a Florida corporation not-for-profit (the "Association").

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"). 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. Such Properties previously submitted to the Declaration are included in the legal description set forth in Exhibit "A" attached to this Supplement.

B. A Settlement and Turnover Agreement dated September_____ has been entered among Declarant, the Association, Hyatt Equities, LLC, a Delaware limited liability company,



Pelican Landing Golf Resort Ventures Limited Partnership, a Delaware limited partnership, Pelican Landing Timeshare Ventures Limited Partnership, a Delaware limited partnership, Community Action Fund, Inc., a Florida not-for-profit corporation ("CAF"), and The Residential Association, Inc. ("RA"), a Florida not-for-profit corporation (the "Settlement Agreement").

C. Pursuant to Section 2 of Article XIII of the Declaration, Declarant has the right until the termination of the "Class "B" Control Period" to unilaterally amend the Declaration, and to require the Association to join in such amendments. The Class "B" Control Period has not ended.

D. Pursuant to Section (F) of Article IX of the Articles of Incorporation, the Directors of the Association may amend the Articles of Incorporation during the Class "B" Control Period. The Directors have voted to amend the Articles of Incorporation, as set forth in this Declaration.

E. Pursuant to Section 11.4 of the Bylaws, so long as Declarant owns any property described in Exhibit "A" to the Declaration, Declarant may unilaterally amend the Bylaws for any purpose so long as the amendments do not adversely affect the vested property rights of any Owner. Declarant owns certain property described in Exhibit "A" to the Bylaws.

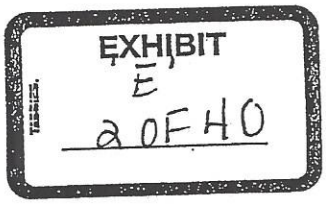
F. Pursuant to Section 10.1(C) of the Bylaws, Declarant may relinquish control of the Board of Directors at any time, in its discretion.

G. Pursuant to the terms of the Settlement Agreement, and subject to the terms of this Supplement, Declarant desires to conditionally relinquish its rights to appoint a majority of the Board of Directors of the Association and to otherwise supplement and amend the Declaration, and amend the Articles of Incorporation and the Bylaws, as set forth in this Supplement.

TERMS:

1. Recitals. The foregoing recitals are true and accurate and are hereby incorporated by reference.

2. Definitions. Capitalized terms that are not otherwise defined in this Supplement shall have the same meaning ascribed to such terms in the Declaration.



3. Amendments.

3.1. The Declaration is amended to add the following after the second sentence of Article III, Section 2(b):

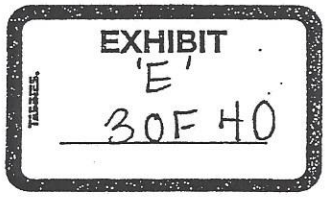
> "In addition to any other rights Declarant has by virtue of its status as the Class "B" Member, after the termination of the Class "B" Control Period, to the extent not prohibited by law, Declarant shall be entitled (but not required) to appoint one Director to the Board of Directors, until the end of the "Original Class B Control Period" (as such term is subsequently defined. The term "Original Class B Control Period" means the first to occur of: (a) when at least eighty-five percent (85%) of the Units permitted to be built on the property identified on Exhibit A to this Declaration, as amended, have certificates of occupancy issued thereon and have been conveyed to persons other than the Declarant or builders holding title solely for purposes of development and sale: (b) December 31, 2020; or (c) when, in its discretion, the Class "B: Member so determines.

3.2. The Declaration is amended to replace references to the term "Class "B" Control Period" in Article III, Sections 2(b)(i) and Article XIII, Sections 2(a) and 2(b)1 and2(b)3 with the phrase "Original Class B Control Period".

3.3. Pursuant to Section 10.3 of the Bylaws, Declarant is causing or will cause all but one of its designees to the Board of Directors to resign. Such resignations to occur contemporaneously with the election of replacement directors by the Class A Members.

3.4. The last sentence of the first paragraph of Section 4.5 of the Bylaws is deleted and the following language is inserted in its place:

> "After the end of the Class "B" Control Period, Declarant shall be entitled to appoint one Director until the end of the "Original Class B Control Period" (as such term is defined in the Declaration). Special rules set forth below shall apply for all elections of Class "A" Members to the Board until Declarant shall no longer have the right to appoint a Director, at which time the Class ""A" Members will elect the entire Board in accordance with Article III of the Declaration and these Bylaws."



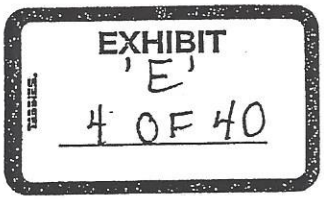
3.5. Section10.3 of the Bylaws is hereby amended to add at the end of the first sentence, the phrase: "in accordance with Section 4.5 of these Bylaws.

4. Declarant Rights and Obligations Unaffected. The parties acknowledge that the primary purpose of this Supplement is to allow Members other than Declarant to elect a majority of the Board of Directors of the Association on a date earlier than such Members otherwise would have been permitted to elect such Directors. To the extent not prohibited by law, the parties do not intend that any other rights or obligations of the Declarant will be affected, or additional obligations incurred by the Declarant, by virtue of the "Turnover" (as defined in Article 10 of the Bylaws) or termination of the Class "B" Control Period having occurred on a date which is earlier than that which would have otherwise been the case, but for this Supplement.

4.1. Therefore, notwithstanding any other provision of the Declaration, Articles of Incorporation or Bylaws to the contrary and to the extent not prohibited by law:

4.1.1. Any rights of Declarant as provided for in the Declaration, the Articles of Incorporation or the Bylaws which are to otherwise be relinquished, amended, modified, released, waived, or limited as a result of the Members other than Declarant being entitled to elect a majority of the Board of Directors or as a result of the occurrence of the "Turnover" or termination of the Class "B" Control Period, shall not be so relinquished, amended, modified, released, waived or limited by virtue of any such event having occurred as the result of this Supplement. Instead, for all such purposes, to the extent not prohibited by law, the "Turnover" and the termination of the Class "B" Control Period will be deemed to have occurred at the end of "Original Class "B" Control Period." The rights of Declarant which remain unaffected by this Supplement, notwithstanding the occurrence of the Turnover Date or termination of the Class "B" Control Period include, without limitation, to the extent not prohibited by law, all of the rights of Declarant under Article XIII, Section 2 with respect to amendments of the Declaration, and the rights of Declarant under Section 11.4 of the Bylaws, with respect to amendment of the Bylaws; and

4.1.2. no additional obligations shall be imposed upon Declarant and no obligations upon Declarant shall be accelerated or mature by virtue of the Members other than Declarant being entitled to elect a majority of the Board of Directors or as a result of the "Turnover Date" or termination of the Class "B" Control Period having occurred prior to the end of the Original Class "B" Control Period, as a result of this Supplement. Instead, for all such

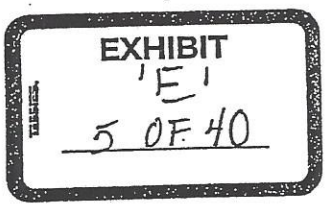


purposes, the "Turnover Date" and the termination of the Class "B" Control Period will be deemed to have occurred based upon the "Original Class B Control Period." To the extent not prohibited by law, such obligations which shall remain unaffected include, without limitation the obligation set forth in Article II, Section 7 of the Declaration to convey all General and Exclusive Common Area prior to termination of the Class B Control Period. RA, CAF and the Association acknowledge and agree that (a) the earlier turnover of the control of the board of directors and other provisions of this Supplement benefit the residents of Pelican Landing, (b) the retention of all other rights of Declarant until the Original Class B Control Period as set forth in this Supplement does not affect or amend the rights of the residents of Pelican Landing Declarant as they existed prior to this Supplement, (c) does not constitute a substantive amendment to the Declaration, and (d) merely puts the Declarant, the Association and the homeowners in same position that they were in prior to the execution and delivery of this Supplement, except for those additional rights and benefits expressly granted to the residents of Pelican Landing and the Association as set forth in this Supplement. The provisions of this Section 4.1 are a material inducement to Declarant entering into this Supplement.

4.2. Notwithstanding the foregoing provisions of this Section 4, the Association shall have the power to:

4.2.1. maintain, repair, replace and take such other reasonable actions with respect to the General Common Area as the Association shall determine; provided, however, no such actions shall adversely affect: (a) any of the property described in Exhibit "D" (which property includes the Hotel/Conference Center Property (as defined in the Settlement Agreement), the Timeshare Property (as defined in the Settlement Agreement), the property owned by Pelican Landing Golf Resort Ventures Limited Partnership, the Colony at Pelican Landing, Coconut point Marina, commercial parcels owned by Declarant and miscellaneous real property owned by Declarant), (b) any property in Pelican Landing owned by sub-developers, developers or builders (collectively, the "Developer Property"), (c) any commercial property in Pelican Landing, (d) any right of any owners of the Developer Property and the property described in Exhibit "D", (c) any signage rights of any owners of the Developer Property and the property described in Exhibit "D".

4.2.2. cause residents to comply with, and enforce, maintenance and esthetical standards established from time to time with respect to residential property; provided, however,



such actions shall not affect or apply to (a) the Developer Property or the owners of the Developer Property, or to (b) any of the property described in Exhibit "D" or the owners of the property described in Exhibit D, all of the foregoing such property being exempt from such actions of, and regulation by the Association and the DRC, unless otherwise provided to the contrary by the Declarant in a subsequent Supplement Upon the effective date of this Supplement, all of Declarant's appointees to the DRC shall resign from the DRC and Liz Whaley, WCI's design review coordinator, or her successor designee as designated by Declarant, shall provide reasonable assistance to the DRC in the form of consultations and recommendations with respect to new home construction on previously unimproved lots within Pelican Landing. Aditionally, Declarant shall provide the Association with reasonable access to existing DRC records regarding previous residential construction within Pelican Landing.);

4.2.3. implement and enforce reasonable rules and regulations which do not affect the Hyatt Property, (as defined below,) or any property owned by Declarant as described in Exhibit "D" or the owners of any such property , nor adversely affect the Developer Property or the owners of the Developer Property or which would not violate any agreement between Declarant and any owner of the Developer Property; and

4.2.4. to propose, modify and adopt new Association budgets; provided, however, that the Association may not amend the basis upon which any of the Hyatt Property (as defined below) would be assessed without the consent of the Owner of such property, and no budget or assessment shall be adopted without the prior written consent of Declarant, which consent shall not be unreasonably withheld or delayed, (until the end of the Original Class B Control Period) if such budget or modification thereof (together with any prior modifications) shall have the effect of (a) increasing the budget by more than fifteen percent (15%) from the prior year's budget, OR (b) creating or implementing any assessments whose purpose is to pay legal fees or create a legal/litigation fund pertaining to any lawsuit or any other challenge against Declarant (provided, however, nothing herein shall be construed as or deemed to release Declarant (WCI) from any of its obligations under the Settlement Agreement , OR (c) creating or implementing any assessment which does not benefit the Pelican Landing community proportionately. Notwithstanding the foregoing, nothing herein shall prohibit the Association from complying with Section 10 of Exhibit "J" to the Settlement Agreement (First Amendment).

EXHIBIT 'E' 60F40

4.3. Declarant's Rights as to Amendments. Without modifying, limiting or waiving any other rights of Declarant under the Declaration or otherwise, for so long as Declarant or any of its Affiliates own any property identified in Exhibit A to the Declaration, no amendment shall be made to the Declaration, the Articles of Incorporation or the Bylaws, without the written consent of the Declarant, which consent shall not be unreasonably withheld or delayed.

5. Retention of All Other Rights of Declarant. To the extent not prohibited by law, and except as expressly set forth in this Supplement to the contrary, Declarant retains, and except as expressly set forth in this Supplement, this Supplement shall not relinquish, amend, modify, release, waive, or limit any other rights of the Declarant whether set forth in the Declaration, Articles of Incorporation, Bylaws or otherwise. To the extent that Declarant retains the right to unilaterally amend or modify the Declaration, the Articles of Incorporation or the Bylaws, Declarant shall not exercise such right so as to materially adversely affect the rights expressly granted to the Association under this Supplement.

6. Conditional Nature of Amendments.

6.1. This Supplement and the Amendments to the Declaration and the Bylaws set forth in Sections 3.1 and 3.2 above, unless Declarant elects in writing to the contrary, are conditioned upon and subject to: (a) the full and final satisfaction of all of the "Conditions Precedent" on or before the "Conditions Precedent Date" (as such terms are defined in the Settlement Agreement), as Conditions Precedent Date may be extended pursuant to the terms of the Settlement Agreement; (b) the full and final satisfaction of all of the "Conditions Subsequent" on or before the "Conditions Subsequent Date" (as such terms are defined in the Settlement Agreement), as the Conditions Subsequent Date may be extended pursuant to the terms of the Settlement Agreement; and (c) no default having occurred by the Association, CAF or RA with respect to Sections 4.1.1, 4.3.1, 9, 11, or 21 of the Settlement Agreement.

6.2. Unless Declarant elects in writing to the contrary, this Supplement shall automatically be deemed null and void in all respects, as if never executed, in the event of the occurrence of a "Failure of Condition" (as such term is subsequently defined). If (a) the Association, RA or CAF default in any of their obligations under Sections 4.1.1, 4.3.1, 9, 11 or 21 of the Settlement Agreement, (b) any of the Conditions Precedent are not fully and finally satisfied on or before the Conditions Precedent Date, as the Conditions Precedent Date may be extended pursuant to the terms of the Settlement Agreement, or (c) any of the Conditions

EXHIBIT
"E"
7 OF 40

Subsequent are not fully and finally satisfied on or before the Conditions Subsequent Date, as the Conditions Subsequent Date may be extended pursuant to the Settlement Agreement; then, Declarant may cause a Notice of Failure of Conditions in the form of Exhibit "B" attached to this Supplement to be recorded in the Public Records of Lee County, Florida by the "Mediator" (as such term is defined in the Settlement Agreement). Upon the recordation of the Notice of Failure of Conditions, this Supplement shall automatically be deemed null and void (together with all amendments to the Declaration, Articles of Incorporation and Bylaws) as if it never existed; and Declarant shall immediately be entitled to elect a majority of the Association's Board of Directors and shall be entitle to appoint all of the members of the DRC.

6.3. If (a) there is no default by the Association, RA, or CAF of the Settlement Agreement obligations under Sections 4.1.1, 4.3.1, 9, 11 or 21 of the Settlement Agreement, (b) all of the Conditions Precedent are fully and finally satisfied on or before the Conditions Precedent Date, as the Conditions Precedent may be extended pursuant to the terms of the Settlement Agreement and (c) all of the Conditions Subsequent are fully satisfied on or before the Conditions Subsequent Date, as the Conditions Subsequent Date may be extended pursuant to the terms of the Settlement Agreement, then Declarant shall request the Mediator to record a Notice of Satisfaction of Conditions in the from of Exhibit "C" attached to this Supplement to be in recorded in the Public Records of Lee County, Florida, whereupon the provisions of Section 6.1 of this Supplement shall no longer apply.

7. No Rights of Association. Except to the extent subsequently agreed to by Declarant by future supplement to the Declaration, and, with respect to any property owned by Hyatt Equities, LCC or an affiliate thereof ("Hyatt Property"), the owner of the Hyatt Property, the Association shall have no right to control, limit or regulate building design, construction, development, sales, operation and management of those properties identified in "Exhibit D" hereto or any of the Developer Property. The Association shall cooperate with Declarant and all other developers of such property in connection with the construction, development, sales, operation and management of such property and shall in no way interfere or impede such activities. The parties acknowledge that Declarant may submit all or a portion of such property to such provisions of the Declaration as Declarant may deem appropriate. Such cooperation will include the execution and delivery by the Association of all Documents reasonably required by Declarant.

EXHIBIT 'E' 8 OF 40

8. No Impairment of Rights of Others. The Association shall not take any action or fail to take any action, with respect to any of the property identified in Exhibit "D" or any Developer Property, which would impair the rights of others previously, now or hereafter granted by Declarant in the Declaration (including, without limitation, any existing or future supplements), the Articles of Incorporation, the Bylaws or any other instrument contained in the books and records of the Association.

9. Conflicts Between Provisions. In the event of any conflict between the provisions of Declaration and the provisions of this Supplement, the provisions of this Supplement shall control.

10. Covenants Running with the Land. The covenants, easements, conditions, restrictions and other provisions under this Supplement shall run with the land and bind the property described in the Exhibits to this Supplement and shall inure to the benefit of and be enforceable by Declarant for a term of thirty (30) years from the date of this Supplement 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 Declarant.

11. Waiver. Any waiver by Declarant of any provisions of this Supplement or breach hereof must be in writing and shall not operate or be construed as a waiver of any other provision or subsequent breach.

12. Severability. If any paragraph, phrase or portion of this Supplement Declaration, for any reason, is held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and shall not affect the validity of the remaining portion thereof.

13. Effective Date. Except as provided in Section 6.1 and Section 6.2 below, the effective date of this Supplement shall be the date it is recorded in the Public Records of Lee County, Florida.

EXHIBIT
E
9 OF 40

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

_____
Witness

_____
Printed Name of Witness

_____
Witness

_____
Printed Name of Witness

WCI COMMUNITIES, INC.
a Delaware corporation

By: _____
Title: _____
Name: _____

STATE OF FLORIDA)

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____, 2001 by _____ who is the _____ of WCI COMMUNITIES, INC. a Delaware corporation on behalf of said corporation who is personally known to me or has produced _____ as evidence of identification.

(SEAL)

_____
Signature of Notary Public
Print Name: _____
My Commission Expires:

_____
Witness

_____
Printed Name of Witness

_____
Witness

_____
Printed Name of Witness

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

By: _____
Title: _____
Name: _____

EXHIBIT 'E'
10 OF 46

STATE OF FLORIDA)

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____, 2001 by _____ who is the _____ of Pelican Landing Community Association, Inc. a Florida not-for-profit corporation on behalf of said corporation who is personally known to me or has produced _____ as evidence of identification.

(SEAL)

_____
Signature of Notary Public
Print Name: _____
My Commission Expires:

EXHIBIT
'E'
11 OF 40

JOHNSON ENGINEER
CIVIL ENGINEERS

1515 JOHNSON STREET
TELEPHONE (813) 334-0046
TELECOPIER (813) 334-3661
POST OFFICE BOX 1550
FORT MYERS, FLORIDA
33902-1550

CARL E JOHNSON
1911-1968

December 3, 1990

DESCRIPTION
PARCELS IN
SECTIONS 7, 8, 9, 16, 17, 18 & 20, T. 47 S., R. 25 E.
LEE COUNTY, FLORIDA

A tract or parcel of land lying in Sections 7, 8, 9, 16, 17, 18 and 20, Township 47 South, Range 25 East, Lee County, Florida which tract or parcel is described as follows:

Beginning at a concrete monument marking the northwest corner of said Section 20 run S 00° 35' 25" E along the east line of said section for 2659.47 feet to the southeast corner of the northeast quarter (NE-1/4) of said section; thence run S 00° 38' 52" E along said east line for 734.90 feet to an intersection with the approximate centerline of Spring Creek; thence run along said centerline the following courses: S 78° 50' 00" W for 181.31 feet, N 34° 24' 12" W for 230.22 feet, N 30° 59' 12" W for 174.93 feet, N 24° 25' 16" E for 120.83 feet, S 65° 47' 43" E for 219.32 feet, N 18° 24' 43" E for 158.11 feet, N 75° 11' 47" W for 351.71 feet, N 65° 09' 33" W for 451.88 feet, N 84° 18' 44" W for 351.75 feet, N 66° 54' 31" W for 445.79 feet, S 63° 24' 43" W for 134.16 feet, S 03° 23' 22" E for 170.29 feet, S 50° 30' 17" W for 220.23 feet, N 84° 49' 43" W for 331.36 feet, S 62° 13' 07" W for 214.71 feet, S 22° 08' 36" W for 291.55 feet, S 72° 15' 11" W for 131.22 feet to an intersection with the east line of the southwest quarter (SW-1/4) of said Section 20; thence run N 00° 50' 19" W along said east line for 520.00 feet to the northeast corner of said fraction; thence run S 89° 58' 37" W along the north line of said fraction for 290.00 feet to an intersection with the approximate centerline of the most easterly branch of said Spring Creek; thence run along said centerline the following courses: N 09° 13' 28" W for 137.34 feet, N 29° 08' 22" W for 590.59 feet, N 38° 31' 58" W for 278.03 feet, N 65° 16' 43" W for 254.95 feet, N 37° 18' 28" W for 286.01 feet, N 32° 51' 05" E for 252.39 feet, N 20° 11' 00" E for 236.69 feet, N 27° 23' 47" W for 369.25 feet, S 89° 15' 43" W for 50 feet more or less to the easterly shore of said Spring Creek; thence run along said easterly shore for 1220 feet more or less to an intersection with the north line of said Section 20; thence run N 89° 15' 13" E along said north line of said section for 970 feet more or less to a concrete monument marking the northwest corner of the northeast quarter

EXHIBIT "E"
12 OF 40

OR2725 PG3260

CHAIRMAN
ARCHIE T. GRANT, JR.

PRESIDENT
FORREST H. BANKS

JOSEPH W. EBNER
STEVEN K. MORRISON
ANDREW D. TILTON
JEFFREY C. COONER

DAN W. DICKEY
KENTON R. KEILING
GEORGE J. KALAL
MICHAEL L. HARMON
THOMAS L. FENDLEY
W. DAVID KEY, JR.
W. BRITT POMEROY
CARL A. BARRACO
GARY R. BULL
KEVIN M. WINTER

CONSULTANTS
LESTER L. BULSON
ROBERT S. O'BRIEN

(NE-1/4) of said Section 20; thence run N 00° 31' 30" E along the west line of the southeast quarter (SE-1/4) of said Section 17 for 2644.38 feet to an intersection with the south line of Spring Creek Road as described in Deed Book 305 at Page 276, Lee County Records; thence run S 89° 58' 35" E along said south line for 653.92 feet to an intersection with the east line of the northwest quarter (NW-1/4) of the northwest quarter (NW-1/4) of the southeast quarter (SE-1/4) of said Section 17; thence run N 00° 19' 19" E along said east line for 30.00 feet to an intersection with the north line of the southeast quarter (SE-1/4) of said Section 17; thence run S 89° 58' 35" E along the north line of said fraction for 461.34 feet to the southeast corner of lands described in Official Record Book 1713 at Page 1188 of said public records; thence run N 00° 41' 04" W for 668.20 feet to the northeast corner of said lands; thence run N 89° 50' 32" W along the north line of said lands for 366.38 feet to the easterly line of said Spring Creek Road (50 feet wide); thence run N 00° 07' 58" E for 2007.04 feet to an intersection with the south line of the southeast quarter (SE-1/4) of said Section 8; thence continue N 00° 07' 17" E along said east line for 343.54 feet; thence run S 89° 38' 58" E for 10.00 feet; thence run N 00° 07' 17" E along said east line for 499.94 feet to the southwest corner of lands described in Official Record Book 428 at Page 349, said public records; thence run S 89° 21' 02" E along the south line of said lands for 536.00 feet; thence run N 00° 07' 17" E along the east line of said lands for 474.33 feet; thence run N 89° 21' 02" W along the north line of said lands for 546.00 feet to an intersection with the easterly line of said Spring Creek Road; thence run N 00° 07' 17" E along said east line for 1292.76 feet to an intersection with the south line of Coconut Road (50 feet wide); thence run S 89° 16' 14" E along said south line for 1802.38 feet to an intersection with the west line of said Section 9; thence run N 00° 39' 58" W along said west line for 25.00 feet to a concrete monument marking the northwest corner of the southwest quarter (SW-1/4) of said section; thence continue along said west line N 00° 39' 58" W for 5.00 feet to an intersection with the south line of said Coconut Road as described in Official Record Book 1738 at Page 2538, said public records; thence run S 89° 35' 50" E along said south line for 3164.37 feet to an intersection with the west line of Tamiami Trail (State Road No. 45); thence run S 00° 10' 56" W along said west line for 621.81 feet to a point of curvature; thence run southerly and southeasterly along said west

OR2725 PG3264

EXHIBIT E
13 OF 40

line, along the arc of a curve to the left of radius 5797.58 feet (chord bearing S 04° 57' 34" E) (chord 1039.14 feet) (delta 10° 17' 00") for 1040.54 feet to a point of tangency; thence run S 10° 02' 35" E along said westerly line for 938.08 feet to an intersection with the north line of the northeast quarter (NE-1/4) of said Section 16; thence run S 89° 23' 00" W along said north line for 708.94 feet to the northwest corner of said northeast quarter (NE-1/4) of Section 16; thence run S 00° 02' 54" W along said west line of the northeast quarter (NE-1/4) for 2643.98 feet to the southwest corner of the northeast quarter (NE-1/4); thence run N 89° 10' 34" E along the south line of said fraction for 538.06 feet; thence run S 00° 06' 43" E for 1085.91 feet; thence run N 89° 06' 43" E for 744.41 feet to an intersection with the west line of said Tamiami Trail; thence run southerly along said west line, along the arc of a non-tangent curve to the right of radius 5619.58 feet (chord bearing S 00° 22' 05" E) (chord 50.21 feet) (delta 00° 30' 42") for 50.21 feet to a point of tangency; thence run S 00° 06' 43" E along said west line for 49.81 feet; thence run S 89° 06' 43" W for 300.00 feet; thence run S 00° 06' 43" E for 1445.82 feet to an intersection with the south line of the southeast quarter (SE-1/4) of said Section 16; thence run S 89° 16' 54" W along said south line of said fraction for 989.41 feet to the southeast corner of the southwest quarter (SW-1/4) of said Section 16; thence run S 88° 38' 34" W along said south line of said southwest quarter (SW-1/4) for 2627.98 feet to the Point of Beginning.

ALSO

All of Government Lot 1, Section 7, Township 47 South, Range 25 East, Lee County, Florida being more particularly described as follows:

Beginning at a concrete monument marking the northeast corner of Government Lot 1 of said Section 7 run S 01° 07' 45" E along the east line of said Section 7 for 1252.52 feet to the southeast corner of said Government Lot 1; thence run S 89° 33' 42" W along the south line of said Government Lot for 1747.82 feet to a concrete post at the waters of Estero Bay; thence run northerly and westerly along the waters of Estero Bay to an intersection with the north line of said Section 7; thence run N 89° 48' 31" E along said north line for 2575 feet more or less to the Point of Beginning.

ALSO

From a railroad spike marking the northwest corner of the southwest quarter (SW-1/4) of said Section 8 run S 00° 23' 24" E along the west line of said fraction for

EXHIBIT E
14 OF 40

OR2725 PG3262

25.00 feet to an intersection with the south line of Coconut Road (50 feet wide) and the Point of Beginning. From said Point of Beginning run S 89° 16' 14" E along said south line for 3253.00 feet to an intersection with the west line of Spring Creek Road; thence run S 00° 07' 17" W along said west line for 2610.71 feet to an intersection with the south line of said Section 8; thence run S 00° 07' 58" W along said west line for 2676.47 feet to an intersection with the south line of said Section 17; thence run S 89° 58' 35" E along said south line for 35.43 feet to an intersection with the east line of Coconut Road as described in Deed Book 305 at Page 276, public records of Lee County, Florida; thence run N 00° 19' 19" E along said east line for 30.00 feet; thence run N 89° 58' 35" W along the north line of Coconut Road for 653.66 feet to an intersection with the east line of the northwest quarter (NW-1/4) of said Section 17; thence run N 89° 59' 08" W along said north line for 404.79 feet to the southeast corner of lands described in Official Record Book 411 at Page 759 of said public records; thence run N 01° 31' 36" E along the east line of said lands for 960.34 feet; thence run N 89° 59' 08" W along the north line of said lands for 2200.77 feet to an intersection with the east line of the northeast quarter (NE-1/4) of said Section 18; thence run N 89° 59' 08" W for 1840 feet more or less to the waters of Estero Bay; thence run northerly along the waters of Estero Bay for 8300 feet more or less to an intersection with the north line of the south half (S-1/2) of Government Lot 2 of said Section 7; thence run N 89° 32' 15" E along the north line of said Government Lot 2 for 545 feet more or less to the northwest corner of lands described in Official Record Book 1895 at Page 3817 of said public records; thence run S 08° 50' 45" E along the west line of said lands for 199.50 feet; thence run N 89° 32' 15" E along the south line of said lands for 247.50 feet; thence run N 89° 35' 27" E for 666.22 feet; thence run N 89° 32' 15" E for 239.00 feet to an intersection with the west line of Coconut Road; thence run S 01° 07' 45" E along said west line for 488.63 feet; thence run N 89° 40' 05" E along the south line of said Coconut Road for 24.55 feet to the Point of Beginning.

LESS and EXCEPT lands described in Official Record Book 1677 at Page 3516 of the public records of Lee County, Florida.

EXHIBIT "E" 15 OF 40

tabbies

OR2725PG3269

Containing 1806.2 acres more or less.
Bearings hereinabove mentioned are based on the east boundary line of Pelican's Nest Unit No. 1 as recorded in Plat Book 41 at Pages 58 through 60 of the public records of Lee County, Florida.

W. BRITT POMEROY, JR.
Professional Land Surveyor
Florida Certificate No. 4448

WBP/pd
18445

OR2725 PG3264

EXHIBIT "E" 16 OF 40
tabbies

JOHNSON ENGINEERING, INC.
CIVIL ENGINEERS AND LAND SURVEYORS

2158 JOHNSON STREET
TELEPHONE (813) 334-0048
TELECOPIER (813) 334-3661
POST OFFICE BOX 1550
FORT MYERS, FLORIDA
33902-1550

CARL E. JOHNSON
1911-1968

September 4, 1990

DESCRIPTION
PARCEL IN
SECTIONS 13 & 24, T. 47 S., R. 24 E.
BIG HICKORY ISLAND, LEE COUNTY, FLORIDA

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:

From the center of a turnaround on State Road No. 867 (Bonita Beach Road) being S.R.D. Station 19184.75 and N 24° 28' 41" W along the northern prolongation of said centerline of State Road No. 865 for 266.00 feet; thence run S 62° 26' 49" W for 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.

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' 57" 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 79° 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 Page 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.

Bearings hereinabove mentioned are Plane Coordinate for the Florida West Zone.

W. BRITT POMEROY, JR.
Professional Land Surveyor
Florida Certificate No. 4448

WBP/pd
18601

EXHIBIT "A"
Page 6 of 8

EXHIBIT "E"
12 OF 40

CHAIRMAN
ARCHIE T. GRANT, JR.

PRESIDENT
FORREST H. BANKS

JOSEPH W. EBNER
STEVEN K. MORRISON
ANDREW D. TILTON
JEFFREY C. COONER

DAN W. DICKEY
KENTON R. KEILING
GEORGE J. KALAL
MICHAEL L. HARMON
THOMAS L. FENDLEY
W. DAVID KEY, JR.
W. BRITT POMEROY
CARL A. BARRACO
GARY R. BULL

CONSULTANTS
LESTER L. BULSON
ROBERT S. O'BRIEN

LEGAL DESCRIPTION

LANDS OF SPRING CREEK WEST DRI

All that part of Section 21, Township 47 South, Range 25 East, Lee County, Florida lying north of the centerline of Spring Creek and lying west of the west right-of-way line of Tamiami Trail (U.S. 41) as recorded in Official Record Book 1000, page 85, Public Records of Lee County, Florida.

Subject to easements, restrictions and reservations of record.

Containing 323 acres, more or less.

LEGAL DESCRIPTION

LANDS OF L&L 210

Parcels lying in Section 5 and Section 8, Township 47 South, Range 25 East, Lee County, Florida, and more particularly described as follows and all consisting of 210 acres, more or less.

PARCELS IN SECTION 5:

Lots 8B, 9B, 10B, 11B, 12B, and Lots 21 B, 22B, 23B, 24B, and 25B of Florida Gulf Land Company Subdivision, all in Section 5, Lee County, Florida (recorded in Plat Book 1 at page 59), consisting of 100 acres.

Also:

Lot 8, Block 14 of El Dorado Acres, an unrecorded subdivision shown in Deed Book 310 at page 183 of the Public Records of Lee County, Florida.

Also:

The East three-quarters (E-3/4) of the Northwest one-quarter (NW-1/4) of the Southwest one-quarter (SW-1/4) of said Section 5, consisting of 30 acres, more or less.

Also:

The East two-thirds (E-2/3) of the Southwest one-quarter (SW-1/4) of the Southwest one-quarter (SW-1/4) of said Section 5, consisting of 26.67 acres, more or less.

PARCELS IN SECTION 8:

The East two-thirds (E-2/3) of the West one-half (W-1/2) of the Northwest one-quarter (NW-1/4) of said Section 8, consisting of approximately 53.55 acres, more or less, less the southerly 40.00 feet for the right-of-way of Coconut Road.

ORB 725 PG 326

EXHIBIT "E"
18 OF 40

LEGAL DESCRIPTION

LANDS OF KERSEY RELEASE PARCEL 1

A parcel of land located in the southwest one-quarter of Section 5 and the south one-half of Section 6, Township 47 South, Range 25 East, Lee County, Florida, being more particularly described as follows:

COMMENCE at the southwest corner of Section 5, Township 47 South, Range 25 East, Lee County, Florida; thence run S 88°17'05" E along the south line of said Section 5 for 424.38 feet to the east line of the west one-third of the southwest one-quarter of the southwest one-quarter of said Section 5; thence run N 00°13'46" W along said east line for 1304.24 feet to the north line of the west one-third of the southwest one-quarter of the southwest one-quarter; thence run N 88°47'05" W along said north line for 107.11 feet to the east line of the west one-quarter of the northwest one-quarter of the southwest one-quarter of said Section 5; thence run N 00°14'13" W along said east line for 202.32 feet to the POINT OF BEGINNING; thence run S 89°30'27" W for 1648.89 feet; thence run S 00°19'22" W for 520.95 feet; thence run N 89°10'01" W for 1643.24 feet to a calculated line of closure according to a survey prepared by Bean, Whitaker, Lutz & Barnes, Inc. on March 16, 1996; thence run N 23°35'45" W along said calculated line of closure for 393.13 feet to the north line of Government Lot 4, Section 6, Township 47 South, Range 25 East, Lee County, Florida; thence run S 89°10'01" E along said north line for 1792.64 feet; thence run N 00°19'22" E for 775.62 feet; thence run N 47°20'07" E for 523.62 feet; thence run S 80°12'45" E for 600.67 feet; thence run N 00°19'22" E for 162.50 feet; thence run S 89°40'38" E for 349.47 feet to the west line of the west one-quarter of the northwest one-quarter of the southwest one-quarter of said Section 5; thence run N 00°21'42" W along said west line for 92.78 feet to the north line of the southwest one-quarter of said Section 5; thence run S 89°17'05" E along said north line for 324.09 feet to the east line of the west one-quarter of the northwest one-quarter of the southwest one-quarter of said Section 5; thence run S 00°14'13" E along said east line for 1100.59 feet to the POINT OF BEGINNING.

Containing 50.00 acres, more or less.

Subject to easements, reservations or restrictions of record.

Bearings hereinabove mentioned are based on the west line of the northwest one-quarter of Section 8, Township 47 South, Range 25 East, Lee County, Florida as bearing N 00°01'00" E.

c:\msoffice\winword\plca_exa.leg
/las - 06/26/96

EXHIBIT "A"
8 of 8

EXHIBIT "E" 19 OF 40

ORB 2725 PG 0267
CHARLIE GREEN LEE CO FL
96 JUL 16 PM 1:56

Prepared By and Return to:

Brian Belt, Esq.
Shutts & Bowen
1500 Miami Center
201 South Biscayne Boulevard
Miami, Florida 33131

SPACE ABOVE THIS LINE FOR RECORDING

NOTICE OF FAILURE OF CONDITIONS

THIS NOTICE OF FAILURE OF CONDITIONS (the "Notice") made as of this _____ day of _____, 2001 by **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" under that certain Amended and Restated Declaration and General Protective Covenants for Pelican Landing, as more specifically described below ("Declarant") and **Pelican Landing Community Association, Inc.**, a Florida corporation not-for-profit (the "Association").

RECITALS:

A. Declarant recorded an Amended and Restated Declaration and General Protective Covenants for Pelican Landing in Official Records Book 2198, Page 1873 of the Public Records of Lee County, Florida, as same has been subsequently amended and supplemented (collectively, the "Declaration").

B. Declarant and the Association, among others, entered into a Settlement and Turnover Agreement dated ____, 2001 (the "Settlement Agreement").

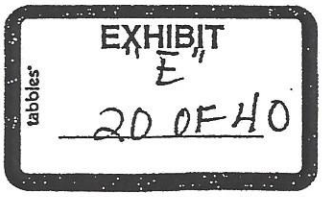
C. Pursuant to the Settlement Agreement, Declarant agreed to execute and record the _____ Supplement to the Declaration (the "Change of Control Supplement"), which Change of Control Supplement was recorded in Official Records Book _____, Page _____ of the Public Records of Lee County, Florida.

D. Declarant's execution of the Settlement Agreement and the Change of Control Supplement was contingent upon certain conditions precedent and conditions subsequent being satisfied by the Association, all as more particularly set forth in such documents (collectively, the "Conditions").

E. One or more of said Conditions have not been timely satisfied as required by the Settlement Agreement and/or the Change of Control Supplement.

F. Declarant desires to file this Notice to declare and make the Change of Control Supplement null and void.

NOW, THEREFORE, in consideration of the foregoing premises, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:



1. Recitals. The foregoing recitals are true and correct and incorporated herein by reference.

2. Definitions. Capitalized terms which are not otherwise defined in this Notice shall have the same name ascribed to such terms in the Declaration.

3. Failure of Conditions. The Association has failed to satisfy one or more of the Conditions, and the Change of Control Supplement is hereby deemed null and void for all intents and purposes as if same had never been executed and recorded.

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

Signed, sealed and delivered
in the Presence of:

WCI COMMUNITIES, INC.
a Delaware corporation

_____
Witness

_____
Printed Name of Witness

_____
Witness

_____
Printed Name of Witness

By: _____
Title: _____
Name: _____

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

_____
Witness

_____
Printed Name of Witness

_____
Witness

_____
Printed Name of Witness

By: _____
Title: _____
Name: _____

STATE OF FLORIDA)

COUNTY OF _____)

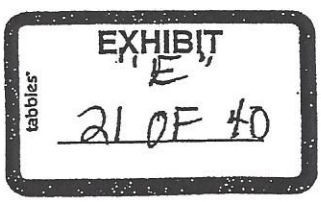
The foregoing instrument was acknowledged before me this ___ day of _____, 2001 by _____ who is the _____ of WCI COMMUNITIES, INC., a Delaware corporation on behalf of said corporation who is personally known to me or has produced _____ as evidence of identification.

(SEAL)

_____
Signature of Notary Public
Print Name: _____
My Commission Expires:

EXHIBIT "B"
Page 2 of 3

441236-1.RXC/mn



STATE OF FLORIDA)

COUNTY OF _____)

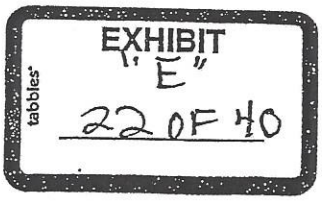
The foregoing instrument was acknowledged before me this ___ day of _____, 2001 by _____ who is the _____ of Pelican Landing Community Association, Inc. a Florida not-for-profit corporation on behalf of said corporation who is personally known to me or has produced _____ as evidence of identification.

(SEAL)

_____
Signature of Notary Public
Print Name: _____
My Commission Expires:

EXHIBIT "B"
Page 3 of 3

441236-1.RXC/mn



Prepared By and Return to:

Brian Belt, Esq.
Shutts & Bowen
1500 Miami Center
201 South Biscayne Boulevard
Miami, Florida 33131

SPACE ABOVE THIS LINE FOR RECORDING

NOTICE OF SATISFACTION OF CONDITIONS

THIS NOTICE OF FAILURE OF CONDITIONS (the "Notice") made as of this _____ day of _____, 2001 by **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" under that certain Amended and Restated Declaration and General Protective Covenants for Pelican Landing, as more specifically described below ("Declarant") and **Pelican Landing Community Association, Inc.**, a Florida corporation not-for-profit (the "Association").

RECITALS:

A. Declarant recorded an Amended and Restated Declaration and General Protective Covenants for Pelican Landing in Official Records Book 2198, Page 1873 of the Public Records of Lee County, Florida, as same has been subsequently amended and supplemented (collectively, the "Declaration").

B. Declarant and the Association, among others, entered into a Settlement and Turnover Agreement dated _____, 2001 (the "Settlement Agreement").

C. Pursuant to the Settlement Agreement, Declarant agreed to execute and record the _____ Supplement to the Declaration (the "Change of Control Supplement"), which Change of Control Supplement was recorded in Official Records Book _____, Page _____ of the Public Records of Lee County, Florida.

D. Declarant's execution of the Settlement Agreement and the Change of Control Supplement was contingent upon certain conditions precedent and conditions subsequent being satisfied by the Association, all as more particularly set forth in such documents (collectively, the "Conditions").

E. All of said Conditions have been timely satisfied as required by the Settlement Agreement and the Change of Control Supplement.

F. Declarant desires to file this Notice to confirm that all Conditions have been timely satisfied.

NOW, THEREFORE, in consideration of the foregoing premises, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

EXHIBIT "C"
Page 1 of 3

EXHIBIT
tabbies
22 OF 40

1. Recitals. The foregoing recitals are true and correct and incorporated herein by reference.

2. Definitions. Capitalized terms which are not otherwise defined in this Notice shall have the same name ascribed to such terms in the Declaration.

3. Satisfaction of Conditions. Notice is hereby given that the Association has satisfied all Conditions set forth in the Settlement Agreement and the Change of Control Supplement, and the Change of Control Supplement is hereby ratified and confirmed.

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

Signed, sealed and delivered
in the Presence of:

WCI COMMUNITIES, INC.
a Delaware corporation

_____
Witness

_____
Printed Name of Witness

_____
Witness

_____
Printed Name of Witness

By: _____
Title: _____
Name: _____

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

_____
Witness

_____
Printed Name of Witness

_____
Witness

_____
Printed Name of Witness

By: _____
Title: _____
Name: _____

STATE OF FLORIDA)

COUNTY OF _____)

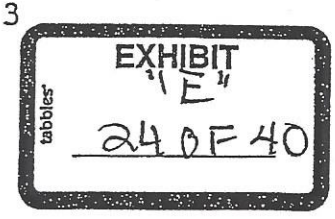
The foregoing instrument was acknowledged before me this ___ day of _____, 2001 by _____ who is the _____ of WCI COMMUNITIES, INC., a Delaware corporation on behalf of said corporation who is personally known to me or has produced _____ as evidence of identification.

(SEAL)

_____
Signature of Notary Public
Print Name: _____
My Commission Expires:

EXHIBIT "C"
Page 2 of 3

441236-1.RXC/mn



STATE OF FLORIDA)

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____, 2001 by _____ who is the _____ of Pelican Landing Community Association, Inc. a Florida not-for-profit corporation on behalf of said corporation who is personally known to me or has produced _____ as evidence of identification.

(SEAL)

_____
Signature of Notary Public
Print Name: _____
My Commission Expires:

EXHIBIT "C"
Page 3 of 3

EXHIBIT "E"
25 OF 40

441236-1.RXC/mn

Resort Hotel Parcel (legal description attached)

Hyatt Golf Resort Time Share Parcel (legal description attached)

Hyatt Resort Golf Parcels (legal descriptions attached)

Marina Area

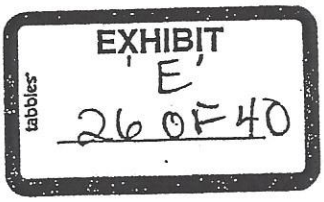
Dock Facilities

The Colony (sketch attached)

Any property owned by WCI Communities, Inc. on August 30, 2001 and not intended to be conveyed as Area(s) of Common Responsibility to the Association, including, but not limited to, the following:

All of Tracts "D" and "E", Pelican Landing Unit Twenty-four, according to the plat thereof recorded in Plat Book 58, Pages 71 and 72, of the Public Records of Lee County, Florida. (sketch attached)

That certain Proposed Commercial Parcel (unplatted, 4.01 acres)(legal description and sketch attached)



PELICAN LANDING
RESORT HOTEL PARCEL

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

COMMENCE AT THE EAST QUARTER CORNER OF SECTION 7, TOWNSHIP 47 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA; THENCE RUN S.00°23'24"E., ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 7, FOR A DISTANCE OF 25.00 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF COCONUT ROAD, A 50.00 FOOT RIGHT-OF-WAY DESCRIBED IN COUNTY COMMISSIONERS' MINUTE BOOK 6 AT PAGE 286 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, AND THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE CONTINUE S.00°23'24"E., ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 7, FOR A DISTANCE OF 625.00 FEET; THENCE RUN S.89°40'05"W. FOR A DISTANCE OF 1107.21 FEET; THENCE RUN N.00°19'55"W. FOR A DISTANCE OF 650.00 FEET TO A POINT ON THE SOUTH LINE OF GOVERNMENT LOT 2 OF SAID SECTION 7; THENCE RUN N.00°46'02"E. FOR A DISTANCE OF 210.01 FEET TO THE SOUTHWEST CORNER OF THAT PARCEL OF LAND DESCRIBED IN O.R. BOOK 1677 AT PAGE 3516 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE RUN N.89°40'05"E., ALONG THE SOUTHERLY BOUNDARY OF SAID PARCEL OF LAND DESCRIBED IN O.R. BOOK 1677 AT PAGE 3516, FOR A DISTANCE OF 216.00 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL; THENCE RUN N.03°20'55"W., ALONG THE EASTERLY BOUNDARY OF SAID PARCEL OF LAND DESCRIBED IN O.R. 1677 AT PAGE 3516, FOR A DISTANCE OF 202.00 FEET TO THE NORTHEAST CORNER OF SAID PARCEL; THENCE RUN N.89°40'05"E. FOR A DISTANCE OF 866.42 FEET TO A POINT 25.00 FEET WESTERLY OF, AS MEASURED AT RIGHT ANGLES TO, THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 7, THE SAME BEING A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF SAID COCONUT ROAD; THENCE RUN S.01°07'45"E., PARALLEL WITH THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 7 AND ALONG SAID WESTERLY RIGHT-OF-WAY LINE, FOR A DISTANCE OF 436.29 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID COCONUT ROAD; THENCE RUN S.89°16'14"E., ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, FOR A DISTANCE OF 24.69 FEET TO THE POINT OF BEGINNING: CONTAINING 25.693 ACRES, MORE OR LESS.

THIS PROPERTY IS SUBJECT TO EASEMENTS, RESERVATIONS OR RESTRICTIONS OF RECORD.

BEARINGS REFER TO THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 7, TOWNSHIP 47 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA AS BEING S.00°23'24"E.

HOLE, MONTES & ASSOCIATES, INC.
CERTIFICATE OF AUTHORIZATION LB #1772

BY _____ P.L.S. # 3741
THOMAS J. GARRIS STATE OF FLORIDA

EXHIBIT "D"
Page 2 of 15

1550 ABERNATHY STREET BONITA SPRINGS, FLORIDA 34135 941-992-0795 FAX 941-992-2027

EXHIBIT E, 27 OF 40

Description of Hyatt Golf Resort Time Share Parcel,
being a part of Section 5 and 6, Township 47 South,
Range 25 East, Lee County, Florida

All that part of Section 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°47'06" East 552.75 feet;
thence North 13°36'10" West 175.93 feet;
thence North 17°38'44" East 234.48 feet;
thence North 62°05'42" East 445.07 feet;
thence South 63°59'01" East 325.63 feet;
thence South 20°24'37" East 663.90 feet;
thence South 28°11'56" West 186.92 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 32.17 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.

WilsonMiller, Inc.
Registered Engineers and Land Surveyors

By: _____ Date: _____
John P. Maloney, P.S.M. #4493

Ref.: 4K-438
Not valid unless embossed with the Professional's seal.

6/8/00-79672 Ver: 011-MSale
CA 143
F0250-024-502--0

tabbies
EXHIBIT "E"
28 OF 40

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,

EXHIBIT "E" 29 OF 40

tabbies

QR-QR-03331-PG-3744

1) S89°10'33"W, a distance of
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:

Description of Hyatt Golf Resort Time Share Parcel,
being a part of Section 5 and 6, Township 47 South,
Range 25 East, Lee County, Florida

All that part of Section 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°47'06" East 552.75 feet;
thence North 13°36'10" West 175.93 feet;
thence North 17°38'44" East 234.48 feet;
thence North 62°05'42" East 445.07 feet;
thence South 63°59'01" East 325.63 feet;
thence South 20°24'37" East 663.90 feet;
thence South 28°11'56" West 186.92 feet;
thence South 16°04'11" East 265.70 feet;

EXHIBIT E 30 OF 40 tabbies

OR BK 03234 PG 3745

thence South 72°12'[illegible]
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.

Containing 337.83 acres, more or less.

Bearings are based on the east line of said Section 6, being North 01°33'26" West.
Subject to easements, restrictions, reservations and rights-of-way of record.

OR BK 03334 PG 0246

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Last printed 06/08/00 10:29 AM
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EXHIBIT 'E' 31 OF 40

OR3052PG1817

DESCRIPTION
MARINA AREA
G.L. 2, SECTION 7, T. 47 S., R. 25 E.
LEE COUNTY, FLORIDA

A parcel of land lying in the south half (S-1/2) of Government Lot 2, Section 7, Township 47 South, Range 25 East, Lee County, Florida being more particularly described as follows:

From the southeast corner of said Government Lot 2 run along the south line of said lot S 89° 40' 05" W for 1229.21 feet to a concrete monument; thence run N 03° 00' 42" W for 411.46 feet to an iron pipe; thence run S 84° 33' 42" W for 581.03 feet to the Point of Beginning of the herein described tract.

From said Point of Beginning run S 39° 47' 27" E for 20.62 feet; thence run S 03° 11' 37" E for 105.10 feet; thence run S 34° 30' 06" W for 46.13 feet; thence run S 46° 06' 48" W for 64.05 feet; thence run S 81° 29' 24" W for 34.91 feet; thence run N 78° 46' 40" W for 9.08 feet; thence run N 57° 16' 46" W for 7.89 feet; thence run N 38° 59' 48" W for 54.58 feet; thence run N 39° 03' 20" W for 56.81 feet; thence run N 29° 21' 02" W for 11.54 feet; thence run N 18° 22' 07" W for 48.42 feet; thence run N 37° 55' 35" W for 21.04 feet; thence run N 22° 49' 02" E for 23.82 feet; thence run N 23° 07' 52" E for 47.92 feet; thence run N 50° 57' 18" E for 25.41 feet; thence run S 39° 56' 06" E for 10.92 feet; thence run N 51° 13' 11" E for 24.14 feet; thence run N 41° 30' 02" W for 11.13 feet; thence run N 50° 27' 30" E for 15.83 feet; thence run S 82° 59' 45" E for 84.81 feet; thence run S 39° 47' 27" E for 69.81 feet to the Point of Beginning of the herein described tract.

Containing 0.99 acres more or less.

EXHIBIT
E
32 OF 40

OR3052 PG1813

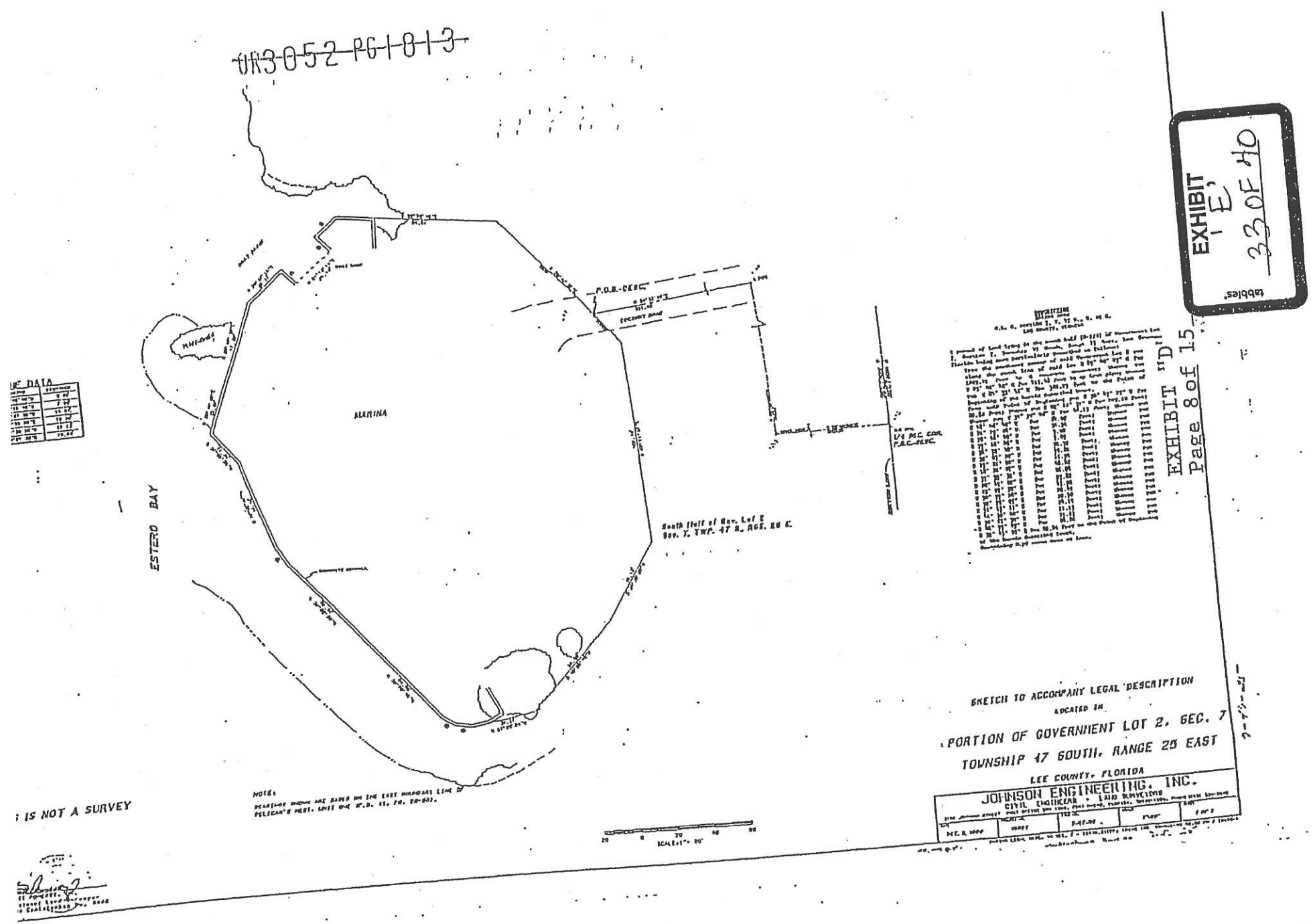

EXHIBIT "E"
33 OF 40

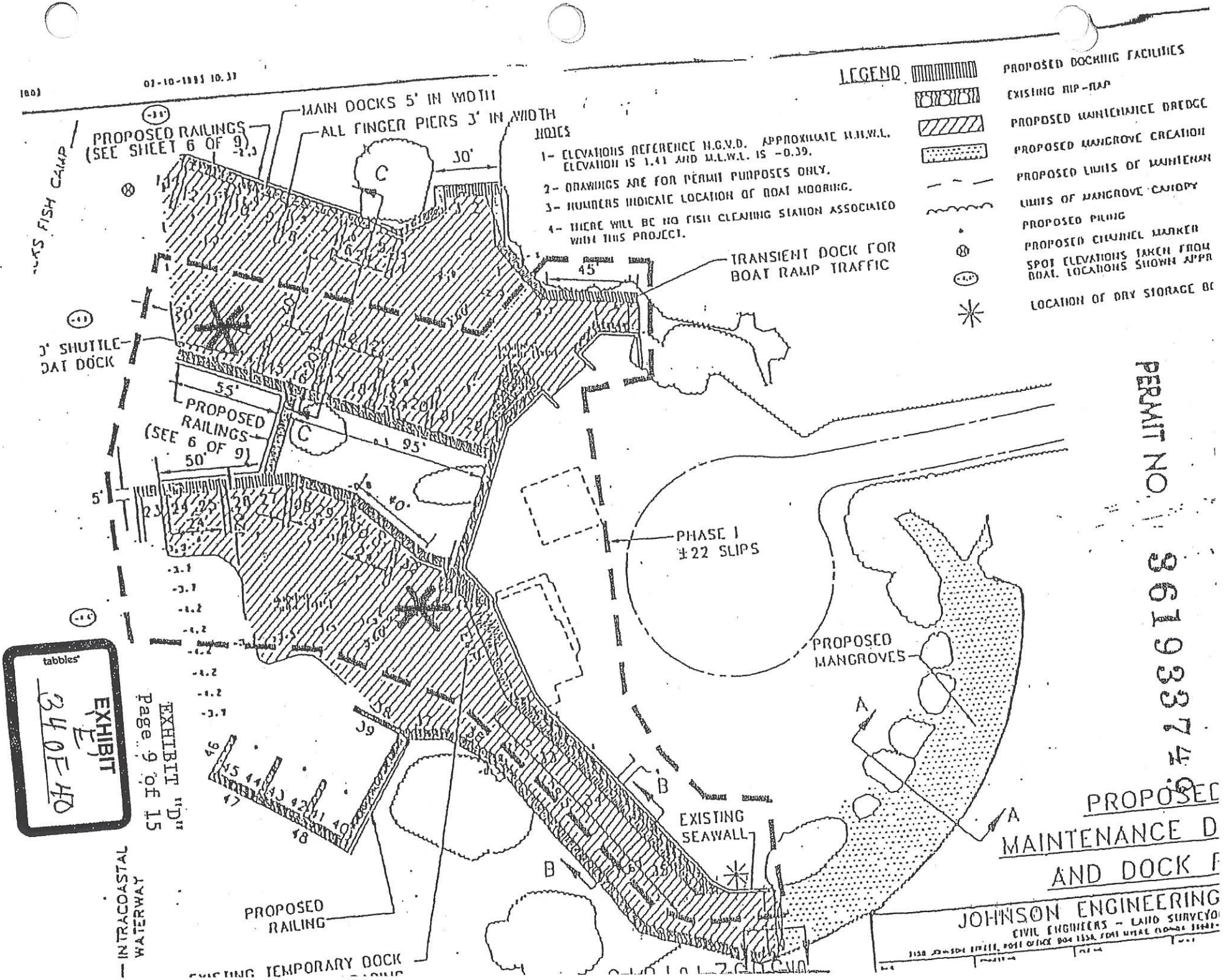

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EXHIBIT
4D-1-42
page 9 of 15
EXHIBIT "D"

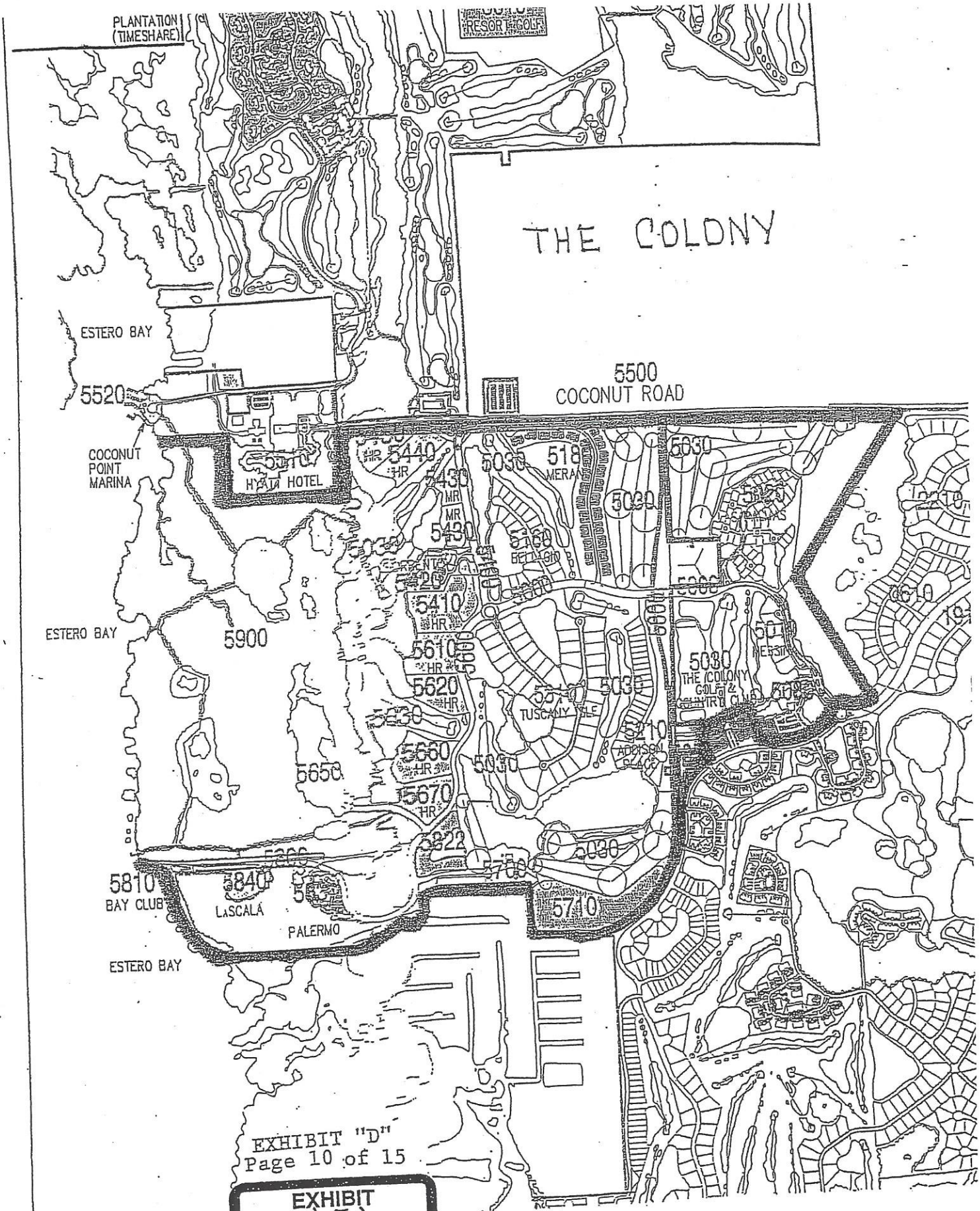
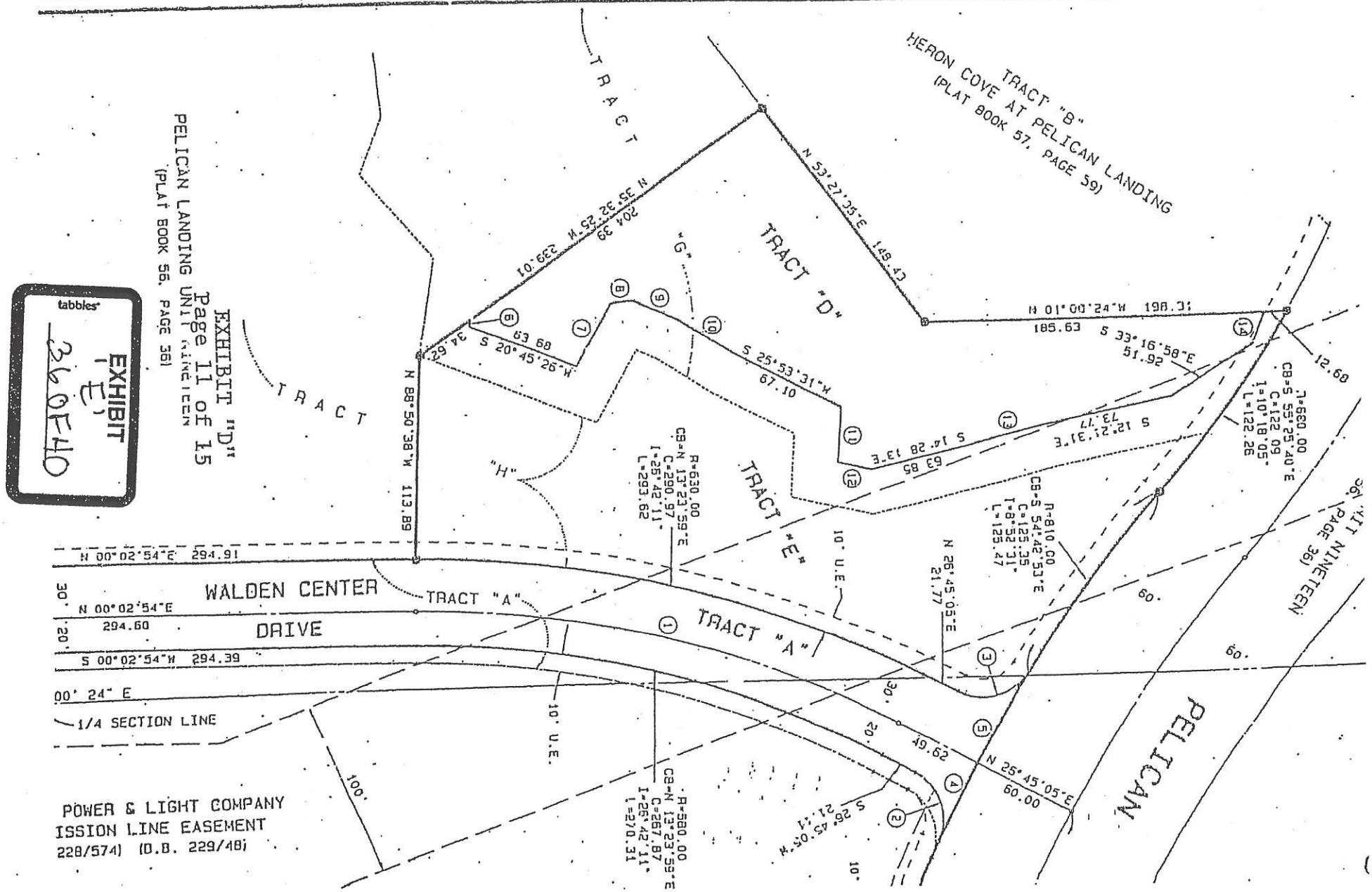


EXHIBIT "D"
Page 10 of 15

EXHIBIT
E
35 OF 40
tabbies



tabbies
EXHIBIT
E
36 OF 40

COMMERCIAL PARCEL

BBLS
SURVEYORS & MAPPERS INC.
14848 OLD 41, SUITE 4
NAPLES, FLORIDA 34110
TELEPHONE: 941-597-1315
FAX: 941-597-5207

A PARCEL OF LAND LOCATED IN SECTION 9, TOWNSHIP 47 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHERLYMOST CORNER OF TRACT "A", (NORTH COMMONS DRIVE, A 60 FOOT WIDE RIGHT-OF-WAY), AS SHOWN ON THE PLAT OF PELICAN LANDING UNIT TWENTY-TWO, RECORDED IN PLAT BOOK 58 AT PAGES 17 THROUGH 21 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, AND BEING A POINT ON THE NORTHERLY RIGHT-OF-WAY LINE OF PELICAN COLONY BOULEVARD, (TRACT "A", A 120 FOOT WIDE RIGHT-OF-WAY), AS SHOWN ON THE PLAT OF PELICAN LANDING UNIT NINETEEN, RECORDED IN PLAT BOOK 56 AT PAGES 36 THROUGH 38 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, ALSO BEING A POINT ON A CIRCULAR CURVE TO THE RIGHT, HAVING: A RADIUS OF 30.00 FEET, A CENTRAL ANGLE OF 82°19'38", A TANGENT LENGTH OF 26.23 FEET, A CHORD BEARING OF N. 29°44'57" W. AND A CHORD LENGTH OF 39.49 FEET; THENCE ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID NORTH COMMONS DRIVE AND ALONG THE ARC OF SAID CURVE, AN ARC LENGTH OF 43.11 FEET TO THE POINT OF REVERSE CURVATURE OF A CURVE TO THE LEFT, HAVING: A RADIUS OF 180.00 FEET, A CENTRAL ANGLE OF 32°18'45", A TANGENT LENGTH OF 52.15 FEET, A CHORD BEARING OF N. 04°44'30" W. AND A CHORD LENGTH OF 100.17 FEET; THENCE ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID NORTH COMMONS DRIVE AND ALONG THE ARC OF SAID CURVE, AN ARC LENGTH OF 101.51 FEET; THENCE N.20°53'52"W. ALONG SAID EASTERLY RIGHT-OF-WAY LINE A DISTANCE OF 721.03 FEET TO A POINT ON A CIRCULAR CURVE TO THE LEFT, HAVING: A RADIUS OF 330.00 FEET, A CENTRAL ANGLE OF 20°20'11", A TANGENT LENGTH OF 59.19 FEET, A CHORD BEARING OF N. 31°03'58" W. AND A CHORD LENGTH OF 116.52 FEET; THENCE ALONG THE EASTERLY RIGHT-OF-WAY LINE OF SAID NORTH COMMONS DRIVE AND ALONG THE ARC OF SAID

EXHIBIT "E" 37 OF 40

CURVE, AN ARC LENGTH OF 117.13 FEET; THENCE N.48°45'57"E. A DISTANCE OF 75.26 FEET; THENCE N.20°53'52"W. A DISTANCE OF 242.31 FEET TO THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE N.20°53'52"W. A DISTANCE OF 505.84 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF COCONUT ROAD(A 50 FOOT WIDE RIGHT-OF-WAY) AS DESCRIBED IN OFFICIAL RECORD BOOK 1738 PAGES 2538 THROUGH 2540, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE S.89°35'50"E. ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE A DISTANCE OF 509.22 FEET; THENCE S.00°10'56"W. A DISTANCE OF 333.67 FEET; THENCE S.67°33'44"W. A DISTANCE OF 354.55 FEET TO THE POINT OF BEGINNING.

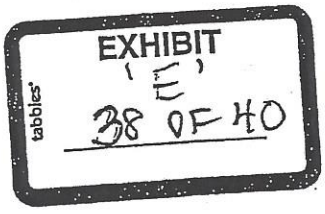
BEARINGS SHOWN HEREIN REFER TO THE EASTERLY RIGHT-OF-WAY LINE OF NORTH COMMONS DRIVE AS SHOWN ON THE PLAT OF PELICAN LANDING UNIT TWENTY-TWO, AS RECORDED IN PLAT BOOK 58 PAGES 17 THROUGH 21 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, AS BEING N. 20°53'52" W.

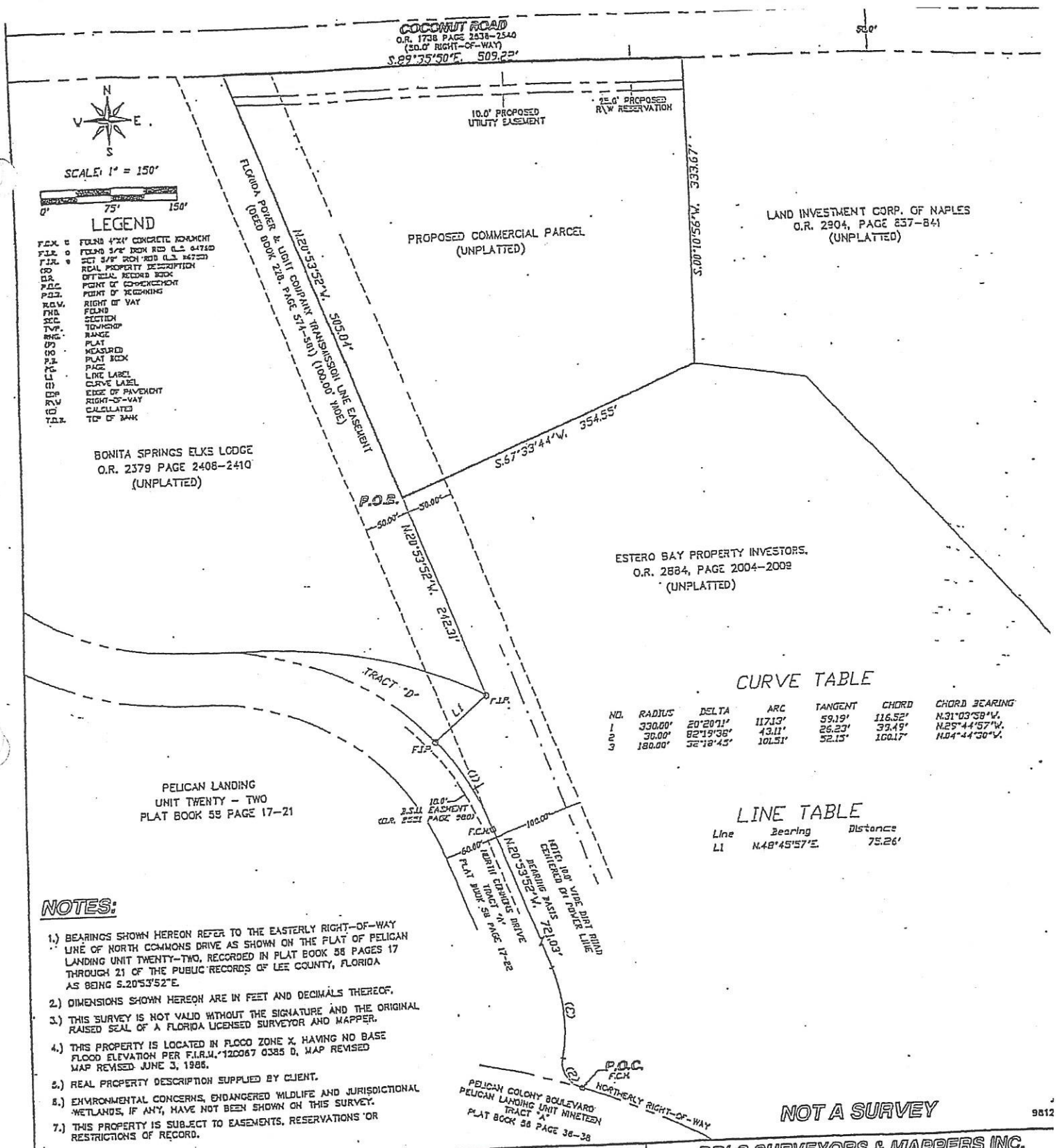
THIS PROPERTY IS SUBJECT TO EASEMENTS, RESERVATIONS OR RESTRICTIONS OF RECORD.

TOTAL ACRES = 4.01 ACRES MORE OR LESS.

KRIS A. SLOSSER, STATE OF FLORIDA P.S.M. #5560
BBLS SURVEYORS & MAPPERS INC. L.B.#6753

(SEE ATTACHED SKETCH)





CURVE TABLE

NO.	RADIUS	DELTA	ARC	TANGENT	CHORD	CHORD BEARING
1	330.00'	20°20'11"	117.13'	59.19'	116.52'	N.31°03'58"W.
2	30.00'	82°19'36"	43.11'	26.23'	39.49'	N.29°44'57"W.
3	180.00'	32°18'43"	101.51'	52.15'	100.17'	N.04°44'30"W.

LINE TABLE

Line	Bearing	Distance
L1	N.48°45'57"E.	75.26'

NOTES:

1.) BEARINGS SHOWN HEREON REFER TO THE EASTERLY RIGHT-OF-WAY LINE OF NORTH COMMONS DRIVE AS SHOWN ON THE PLAT OF PELICAN LANDING UNIT TWENTY-TWO, RECORDED IN PLAT BOOK 58 PAGES 17 THROUGH 21 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA AS BEING S.20°53'52"E.

2.) DIMENSIONS SHOWN HEREON ARE IN FEET AND DECIMALS THEREOF.

3.) THIS SURVEY IS NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER.

4.) THIS PROPERTY IS LOCATED IN FLOOD ZONE X, HAVING NO BASE FLOOD ELEVATION PER F.I.R.M. 120067 0385 D, MAP REVISED MAP REVISED JUNE 3, 1986.

5.) REAL PROPERTY DESCRIPTION SUPPLIED BY CLIENT.

6.) ENVIRONMENTAL CONCERNS, ENDANGERED WILDLIFE AND JURISDICTIONAL WETLANDS, IF ANY, HAVE NOT BEEN SHOWN ON THIS SURVEY.

7.) THIS PROPERTY IS SUBJECT TO EASEMENTS, RESERVATIONS OR RESTRICTIONS OF RECORD.

NOT A SURVEY

9812

SCALE: 1" = 150'
APPROVED BY:
DRAWN BY: PAS
FIELD BOOK/PG(S):
DATE: 7/20/94

SKETCH TO ACCOMPANY LEGAL DESCRIPTION
A PORTION OF
SECTION 9, TOWNSHIP 47 SOUTH, RANGE 25 EAST,
LEE COUNTY, FLORIDA

BBLS SURVEYORS & MAPPERS INC.
1502-A RAILHEAD BLVD.
NAPLES, FLORIDA 34110 (941) 597-1315

EXHIBIT "E"
39 OF 40
tabbies'

HYATT RESORT GOLF PARCELS

Lot 31B, FLORIDA GULF LAND COMPANY, according to the plat thereof recorded in Plat Book 1, Page 59, of the Public Records of Lee County, Florida

Lot B7 in FLORIDA GULF LAND COMPANY'S SUBDIVISION, as recorded in Plat Book 1, Page 59, of the Public Records of Lee County, Florida; being in Section 5, Township 47 South, Range 25 East, Lee County Florida; TOGETHER with an easement for ingress, egress and roadway and utility purposes over and across the North 30 feet (30') of Lots B8, B9 and B10 in Florida Gulf Land Company's Subdivision, as recorded in Plat Book 1, Page 59, of the Public Records of Lee County, Florida; being in Section 5, Township 47 South, Range 25 East, Lee County Florida

All of Tracts B1, B2, B3, B4, B5, B6, and B26, B27, B28, B29, B30 and B32, South and West of Florida Power & Light Company easement of Florida Gulf Land Company Subdivision, according to the plat thereof as recorded in Plat Book 1, Page 59 of the Public Records of Lee County, Florida, and said land lying and being in Section 5, Township 47 South, Range 25 East, Lee County Florida

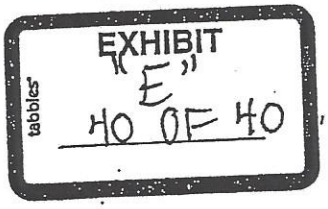


Exhibit "F"

UNANIMOUS WRITTEN CONSENT OF THE BOARD OF DIRECTORS OF PELICAN LANDING COMMUNITY ASSOCIATION, INC.

The undersigned, being all of the members of the Board of Directors (the "Board") of Pelican Landing Community Association, Inc., a Florida not-for-profit corporation (the "Association"), hereby consent to and adopt the following recitals and resolutions.

WHEREAS, the Association, WCI Communities, Inc. ("WCI"), Hyatt Equities, LLC ("Hyatt"), Pelican Landing Timeshare Ventures Limited Partnership (the "Timeshare Developer"), Pelican Landing Golf Resort Ventures Limited Partnership, Community Action Fund, Inc. and The Residential Association, Inc. entered into that certain Turnover and Settlement Agreement dated September ___, 2001, a copy of which is attached to this Consent as Exhibit "A" (the "Settlement Agreement");

WHEREAS, that certain Amended and Restated Declaration and General Protective Covenants for Pelican Landing recorded in Official Records Book 2198, Page 1873 of the Public Records of Lee County, Florida, as amended and supplemented, has been amended pursuant to that certain Amendment to Amended and Restated Declaration, a copy of which is attached to this Consent as Exhibit "B" (the "Unit Count Amendment");

WHEREAS, the Association and WCI have entered into that certain Seventy-Fifth Supplement and Amendment to the Declaration and General Protective Covenants for Pelican Landing and Certificate of Amendment of Articles of Incorporation and Bylaws, a copy of which is attached to this Consent as Exhibit "C" (the "Change of Control Supplement");

WHEREAS, WCI, the Association, Hyatt, and the Timeshare Developer entered into a First Amendment to the Sixty-Eighth Supplement and Seventy-Third Supplement to the Declaration and General Protective Covenants for Pelican Landing dated _____, 2001, a copy of which is attached to this Consent as Exhibit "D" (the "First Amendment");

WHEREAS, the Settlement Agreement, the Unit Count Amendment, the Change of Control Supplement and the First Amendment (collectively, the "Documents," which term includes all documents and instruments referenced therein or attached thereto as exhibits) are conditioned upon satisfaction of certain "Conditions Precedent" and "Conditions Subsequent" (as such terms are defined in the Settlement Agreement), among which is the unconditional and unqualified approval, confirmation, ratification and adoption of the Documents by the undersigned members of the Board;

WHEREAS, the Board determines that it is in the best interest of the Association to approve, confirm, ratify and adopt the Documents;

NOW, THEREFORE, BE IT RESOLVED, that the Documents are hereby irrevocably approved, confirmed, ratified and adopted by the Board;

BE IT FURTHER RESOLVED, that any officer of the Association, is authorized, empowered and directed, in the name and on behalf of the Association, to take such additional action and to execute and deliver such additional agreements, documents and instruments as may be necessary, desirable or appropriate to implement the provisions of the foregoing resolutions.

This Consent may be signed in counterparts, each of which will be considered an original and all of which shall constitute the same document.

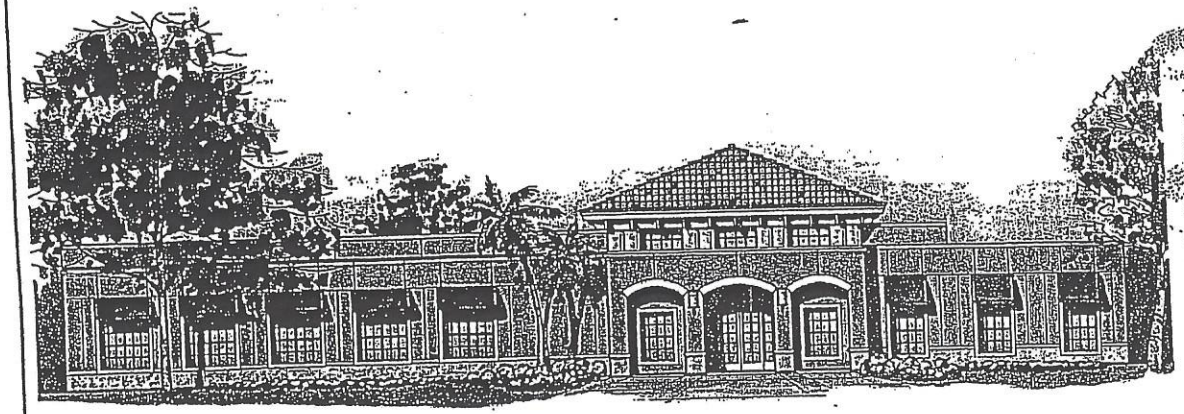
Dated:_____

DIRECTORS:

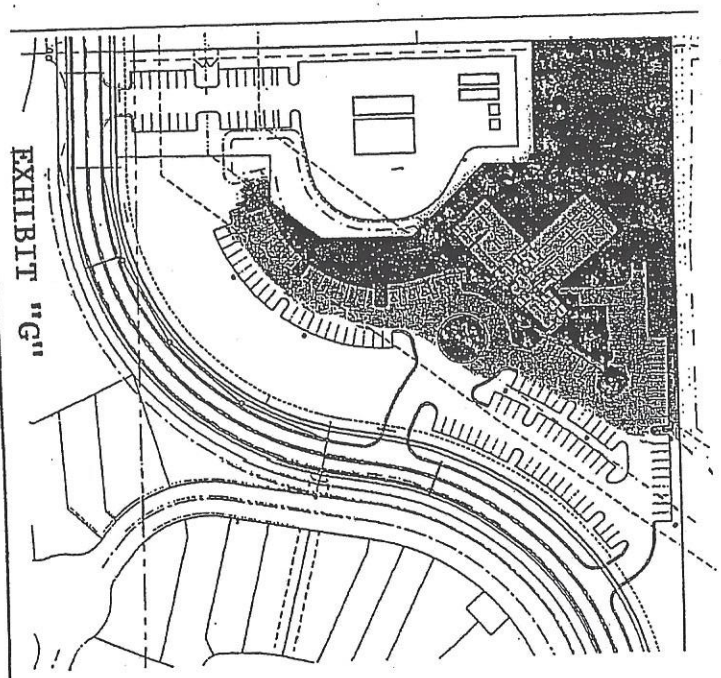
_____ _____

_____ _____

_____

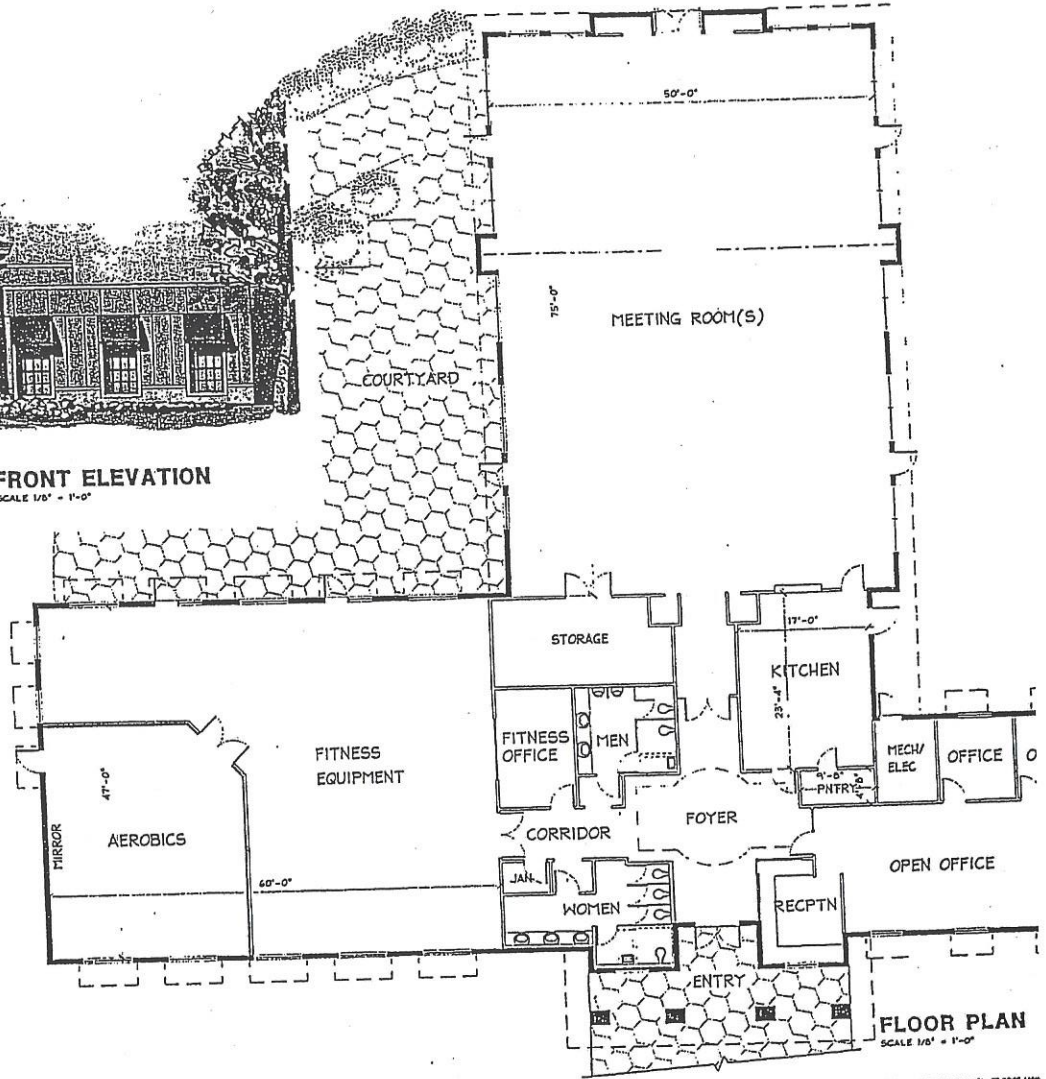


FRONT ELEVATION
SCALE 1/8" = 1'-0"



SITE PLAN
SCALE 1" = 60'

EXHIBIT "G"



FLOOR PLAN
SCALE 1/8" = 1'-0"

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A NEW FACILITY FOR WCI
PELICAN LANDING COMMUNITY CENTER

#01013 SCHEMATIC PRESENTATION 8/22/01

NOTE: THIS DESIGN IS SCHEMATIC AND IS SUBJECT TO CHANGE DURING DEVELOPMENT AND REFINEMENT

Gora McGahey ASSOCIATES IN ARCHITECTURE
43 Barkley Circle
Fort Myers. Florida
941-275-0225 Fax 941-

Civil Engineers

Q. GRADY MINOR, P.E.
MARK W. MINOR, P.E.
C. DEAN SMITH, P.E.
DAVID W. SCHMITT, P.E.

ALAN V. ROSEMAN
ROBERT W. THINNES, A.I.C.P.
ERIC V. SANDOVAL, P.S.M.

PROPERTY DESCRIPTION
PARCEL "B"
(SKETCH #B-1572.B)

A PORTION OF TRACT "F" OF "PELICAN LANDING UNIT THIRTEEN", AS RECORDED IN PLAT BOOK 53, AT PAGES 1 THROUGH 10 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEASTERLYMOST CORNER OF TRACT "F" OF "PELICAN LANDING UNIT THIRTEEN", AS RECORDED IN PLAT BOOK 53 AT PAGES 1 THROUGH 10 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, ALSO BEING A POINT ON THE NORTH LINE OF THE SOUTHEAST QUARTER OF SECTION 16, TOWNSHIP 47 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA, THENCE RUN S 00°06'43" E, ALONG THE EAST LINE OF SAID TRACT "F", FOR A DISTANCE OF 721.52 FEET; THENCE RUN S 89°53'17" W, ALONG THE SOUTH LINE OF TRACT "F", FOR A DISTANCE OF 20.41 FEET TO AN INTERSECTION WITH THE EASTERLY RIGHT OF WAY LINE OF "BURNT PINE DRIVE NORTH" AND A POINT ON A CIRCULAR CURVE CONCAVE TO THE SOUTHWEST, WHOSE RADIUS POINT BEARS S 89°53'15" W A DISTANCE OF 330.00 FEET THEREFROM; THENCE RUN NORTHWEST ALONG THE ARC OF SAID CURVE TO THE LEFT AND SAID EASTERLY RIGHT-OF-WAY LINE, HAVING A RADIUS OF 330.00 FEET, THROUGH A CENTRAL ANGLE OF 79°55'26", SUBTENDED BY A CHORD OF 423.90 FEET AT A BEARING OF N 40°04'26" W, FOR AN ARC LENGTH OF 460.33 FEET TO THE END OF SAID CURVE; THENCE RUN N 80°02'09" W, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, FOR A DISTANCE OF 43.58 FEET TO THE BEGINNING OF A TANGENTIAL CIRCULAR CURVE CONCAVE TO THE NORTHEAST; THENCE RUN NORTHWESTERLY ALONG THE ARC OF SAID CURVE TO THE RIGHT AND ALONG SAID EASTERLY RIGHT-OF-WAY LINE, HAVING A RADIUS OF 270.00 FEET, THROUGH A CENTRAL ANGLE OF 80°05'03", SUBTENDED BY A CHORD OF 347.41 FEET AT A BEARING OF N 39°59'38" W, FOR AN ARC LENGTH OF 377.39 FEET TO THE END OF SAID CURVE; THENCE RUN N 00°02'54" E, ALONG SAID RIGHT-OF-WAY LINE, FOR A DISTANCE OF 10.45 FEET; THENCE RUN PERPENDICULAR TO SAID EAST RIGHT-OF-WAY OF "BURNT PINE DRIVE NORTH" S 89°57'06" E FOR A DISTANCE OF 155.00 FEET; THENCE RUN S 00°02'54" W FOR A DISTANCE OF 45.48 FEET; THENCE RUN S 53°03'00" E FOR A DISTANCE OF 62.53 FEET;
THENCE RUN S 89°57'06" E FOR A DISTANCE OF 92.45 FEET;
THENCE RUN N 45°02'54" E FOR A DISTANCE OF 102.62 FEET;
THENCE RUN S 89°57'06" E FOE A DISTANCE OF 50.00 FEET;
THENCE RUN N 00°02'54" E FOR A DISTANCE OF 121.86 FEET TO AN INTERSECTION WITH THE NORTH LINE OF SAID SECTION 16 AND TRACT "F";
THENCE RUN N 89°10'38" E, ALONG SAID NORTH LINE OF SAID SECTION 16 AND TRACT "F", FOR A DISTANCE OF 138.00 FEET TO THE POINT OF BEGINNING OF THE PARCEL HEREIN DESCRIBED CONTAINING 3.931 ACRES, MORE OR LESS.

EXHIBIT "H"
Community Center Property Location

(941) 947-1144 ▪ FAX (941) 947-0375 ▪ E-Mail: QGMA@aol.com
3800 Via Del Rey ▪ Bonita Springs, Florida 34134

BEARINGS SHOWN HEREIN REFER TO THE NORTH LINE OF TRACT [illegible] OF "PELICAN LANDING UNIT THIRTEEN", AS RECORDED IN PLAT BOOK 53, AT PAGES 1 THROUGH 10 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, AS BEING N 89°10'38" E.

Q. GRADY MINOR & ASSOCIATES, P.A.

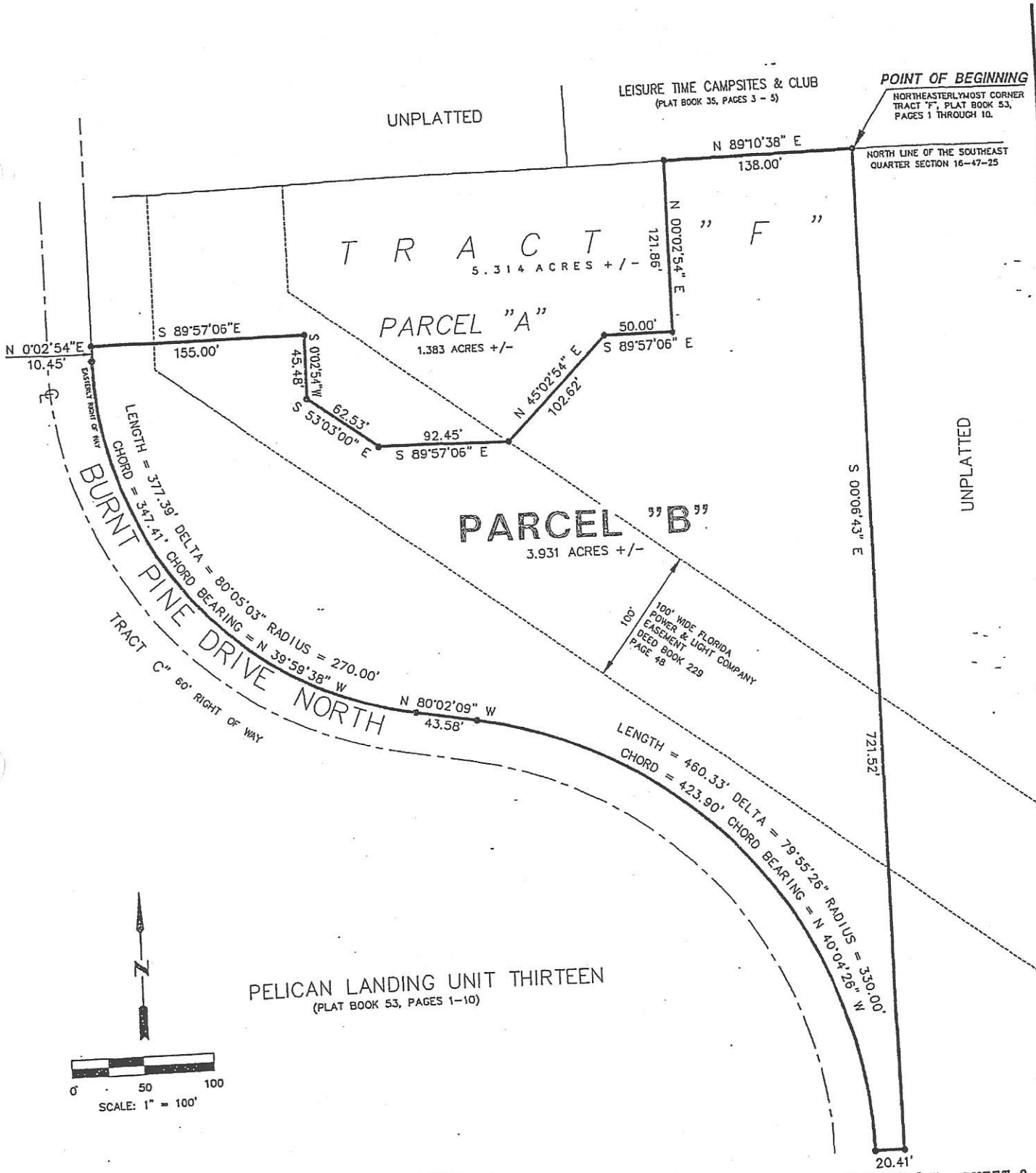
SIGNED 12-2-98

Eric V. Sandoval, P.S.M. #5223
STATE OF FLORIDA

ERIC V. SANDOVAL

EXHIBIT "H"

F:SURVEY\PL.TF
DWG #C-1053.A



* NOT A SURVEY *

SHEET 3 OF 3

SKETCH TO ACCOMPANY

PARCEL "B"

A PORTION OF TRACT "F" OF PELICAN LANDING UNIT THIRTEEN
SECTION 16-47-25, LEE COUNTY, FLORIDA

DATE: DECEMBER, 1998 DRAWING # B-1572.B

Q. GRADY MINOR AND ASSOCIATES, P.A.
CIVIL ENGINEERS ■ LAND SURVEYORS ■ PLANNERS
3800 VIA DEL REY
BONITA SPRINGS, FLORIDA 34134
PHONE : (941) 947-1144 FAX : (941) 947-0375

EXHIBIT "H"

Road Repair Items

1) **Canoe Park**

WCI Communities will replace the asphalt path with concrete.

2) **Spalling between Pennyroyal and Sandpiper**

WCI will place a pavement sealer over the spalled area between Pennyroyal and Sandpiper.

3) **Curb by 24949 Bay Cedar**

WCI will place an epoxy resin sealant in the cracked portions of the curbing at 24949 Bay Cedar.

4) **Capri-Goldcrest cul-de-sac by 24801 and 24745**

WCI will patch several areas of scarred asphalt in the general area of Capri-Goldcrest cul-de-sac by 24801 and 24745.

5) **Palm Colony Construction Entrance**

The Palm Colony construction entrance is the construction entrance for Sandpiper, and as there are buildings that remain to be constructed in this neighborhood, WCI will contact the property owner to advise that once the last unit is constructed this entrance must be closed, and the curbing restored to its original condition. WCI will guarantee that this work is performed upon completion of the final building in Sandpiper should the developer of that project not honor his obligations regarding this item.

6) **Cypress Islands to The Reserve on Lakemont—asphalt sidewalks**

WCI shall replace the asphalt path with concrete.

7) **Post and Cable railing along Pelican's Nest Drive**

WCI will refurbish all the Post and Cable railing located along Pelican's Nest Drive.

8) **Sinkhole (Goldcrest Drive)**

WCI will repair the sinkhole along Goldcrest Drive.

9) **Pavers – Pelican's Nest Drive**

WCI will repair the pavers along Pelican's Nest Drive by the bridge.

EXHIBIT "I"

WCI COMMUNITIES

24301 Walden Center Drive, Suite 300
Bonita Springs, Florida 34134
(941) 947-2600

January 7, 1999

Mr. Tom Guenther
PLCA Board Member
24800 Hollybriar Lane
Bonita Springs, FL 34134

Mr. Carey Thomson
PLCA Board Member
25010 Pennyroyal Drive
Bonita Springs, FL 34134

Dear Tom and Carey:

Happy New Year! I hope your holidays were pleasant. I am just returning this week from two weeks of much-appreciated vacation, and I apologize if this letter is a bit tardy.

You wrote me inquiring about the process for turnover of the roads and sidewalks to the PLCA. This letter will update you on how we are planning to proceed.

The roadways within the Colony will be turned over to the Colony Foundation. All other WCI-owned roads, with two exceptions, will be turned over to the PLCA. The first exception is the stretch of Pelican's Nest Drive from the roundabout to the Pelican's Nest Clubhouse. This section will be repaired later this year or next, and turned over at that time. The other exception is Goldcrest Drive where it encircles the clubhouse. WCI will retain ownership of that segment until after it is either re-routed or the decision is made not to do so.

We have forwarded the memo that Carey and Jim Eckman put together on the sidewalks to the contractor, and the appropriate corrections will be made prior to transfer.

I have asked our legal department to work with the PLCA's attorney (Steve Falk) on the transfer documents. Steve is going to review our documents but he believes WCI is to transfer ownership to the PLCA via Quit Claim deed. Although not required, WCI will transfer the roads with a two-year warranty, meaning that if a defect arises in the next two years, WCI will fix it. Per the industry standard, the warranty will cover structural defects (pot holes, etc.) and not aesthetic issues or normal wear and tear. The two-year warranty is the same as required by the District, and a year more than what Lee County requires.

Prior to the transfer, WCI will make sure that easements are in place in favor of the appropriate CDD for landscape and road maintenance. These easements will allow the CDD's to continue to provide landscape maintenance and street sweeping as they have in the past, and to also provide road maintenance. The CDD will budget and assess residents directly for these services and handle maintenance-related complaints and issues just as they do currently. I have spoken with both the District manager and Steve Falk about this, and we agreed that this was the best way to allow the CDD to continue to do what it does best – infrastructure maintenance – without getting into the access issue that we earlier sought to avoid.

Finally, I have asked Lynne to work with Chuck Adams and Liz Whaley and draft a policy to address instances where new home construction damages the road or sidewalk. I would guess the policy will essentially say that any damage caused is the responsibility of the owner, and if the owner's contractor doesn't correct it, the repairs will be made and the owner billed.

I had hoped to have the road turnover completed sooner, but time seems to be flying by, and I'm sure it will be February before it's done. Let me know if you have further concerns or questions.

Sincerely,

Katherine C. Green
Vice President

Copy: Lynne Pietrzyk

This instrument prepared by and return to:
Brian Belt, Esq.
Shutts & Bowen LLP
1500 Miami Center
201 South Biscayne Boulevard
Miami, Florida 33131

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

This First 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 _____ day of _____, 2001 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". Such Properties previously submitted to the Declaration are included in the legal description set forth in Exhibit "A-1" to this Amendment.

EXHIBIT "J"

Annual Allocated Share of Assessments and the Timeshare Annual Allocated Share of Assessments, the cost of such operation and maintenance shall be included within Association costs attributable solely to the Beach Park.

4. Use of the Beach Park. In order to maintain the natural resources of the Beach Park, Declarant, the Association, Hyatt and 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 four hundred eighty (480) 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 travelling to and from the Beach Park on each shuttle boat to use the beach at the Beach Park. When such monitoring indicates that use of the beach at the Beach Park is at three hundred eighty-four (384) 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 twenty (20) people, and (b) who are other Members of the Association or their guests shall be seventy-six (76) people. Each Member shall be responsible for any damage to the Beach Park caused by such Member or its guests.

5. Timeshare Users. Timeshare Developer agrees that Timeshare Users shall only be permitted to use the Beach Park when they are in occupancy of a timeshare unit at the Timeshare Property.

6. Beach Office and Coconut Point Marina: Declarant shall perpetually provide a beach office with a minimum of four hundred (400) square feet for use by the Association's residential boat crew, beach manager and staff, at or nearby (within 100 yards of present location) to the Coconut Point Marina ("Beach Office"), and access to docks and three (3) slips as designated by Declarant at Coconut Point Marina, two (2) pontoon slips for the Association's passenger boats for the purpose of loading and unloading passengers and one (1) smaller, non-pontoon slip for use by the Association's work/utility boat, to the extent permitted by law and subject to the Sovereignty Submerged Land Lease, and at no additional cost to the Association, in accordance with and for the purposes set forth in the 68th Supplement, the 73rd Supplement and this "First Amendment." Should the Hyatt, Timeshare Developer or others wish to share space, additional adequate space shall be required. Notwithstanding the foregoing, the parties acknowledge and agree that such Beach Office may be within a building or facility with other offices/tenants, but in all cases such Beach Office space for the Association in such building or facility shall be not less than 400 square feet. The current location of the Beach Office and access to Coconut

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, Hyatt and Timeshare Developer wish to amend the Sixty-Eighth Supplement and Seventy-Third Supplement as set forth in this 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. Phase II Improvements. The Declarant, Association, Hyatt and Timeshare Developer all hereby approve construction at the Beach Park of the improvements described on Exhibit "A"to this Amendment (the "Phase II Improvements"). No portion of the Beach Park may be used to house or situate any permanent facilities for cooking or cold storage. Declarant agrees, at Declarant's sole cost and expense, to complete construction of the Phase II Improvements in a good and workmanlike manner and in compliance with all laws within 365 days after issuance of the Notice to Proceed with construction from the Florida Department of Environmental Protection for such Phase II improvements subject to force majeure and subject to sea turtle nesting seasons. Upon completion of construction of the Phase II Improvements, Declarant shall record in the Public Records a supplement to this Amendment evidencing completion of the Phase II Improvements and that ownership thereof shall be vested in the Association. Upon completion of the Phase II Improvements, and subject to a one (1) year warranty on defects in materials and workmanship which Declarant shall obtain from the contractor building the Phase II Improvements, the Association shall own, operate and maintain the Phase II Improvements in the same manner as the other Beach Park facilities and improvements, and for the purpose of determining the Hotel

Point Marina is shown on Exhibit "B" attached to this Agreement. PLCA, RA and CAF acknowledge that the location of the Beach Office may be changed by Declarant in the future, but any subsequent Beach Office shall have the minimum square footage (400 square feet) and be situated within the 100 yards as described above. Upon completion of the Marina and related adjacent facilities, Declarant will provide an access agreement, lease, or license agreement with respect to the docks and boat slips in a form satisfactory to PLCA and Declarant. The Association agrees to indemnify and hold harmless Declarant, its successors and assigns, from any and all damages, losses, liabilities, judgments, costs and expenses (including, without limitation, attorneys' fees and costs) incurred by Declarant, its successors and assigns in connection with the Association's use of the Beach Office, and dock and slip facilities. The Association shall provide evidence of liability insurance to WCI in a form reasonably satisfactory to Declarant and naming Declarant as an additional insured.

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-Eighth Supplement.

8. Shuttle Boats. Notwithstanding anything to the contrary contained in the Seventy-Third Supplement, except in the event of an emergency, Timeshare Users shall not use the Association shuttle boat.

9. Eco-Park. Subject to the conditions set forth below, members shall have non-exclusive, limited access over the golf course property currently owned by Pelican Landing Golf Resort Ventures Limited Partnership, a Delaware limited partnership (the "Partnership"), which property is described on Exhibit "B-1" attached hereto (the "Partnership Property"), for the sole purpose of providing access to the "Eco Park" (which is identified in Exhibit "C" attached hereto), in accordance with and subject to, the terms and conditions of the Access Management Plan (as defined below) (the "Golf Course Access Document"). The Eco-Park is subject to a conservation easement recorded at O.R. Book 03315, Page 3528 of the Public Records of Lee County, Florida ("Conservation Easement"). An access management plan shall be adopted and implemented by the Partnership (subject to approval of the grantee of the Conservation Easement and receipt of any other governmental approvals as required) for the purpose of defining the terms and conditions of use of the Eco-Park by the members of the Association, Hyatt Hotel guests, and others ("Access Management Plan"). The Access Management Plan is subject to change from time to time. The Golf Course Access Document shall be in the form of an easement, license agreement or other instrument as designated by the Partnership, which instrument shall be recorded in the

Public Records of Lee County, Florida at such time as the Access Management Plan is implemented by the Partnership. This Golf Course Access Document shall be the sole access by the residential Members over the Partnership Property and the terms of such document shall provide that : (a) the Partnership shall have the right to relocate such access over the Partnership Property in any manner in its sole discretion, (b) such document shall be subject to, and conditioned upon, the Access Management Plan and (c) in the event of termination of the Access Management Plan or the access/use rights of and to the Eco-Park by the grantee of the Conservation Easement or by governmental authorities, the Golf Course Access Document shall terminate and be null and void. Use of the Eco-Park by residential Members in accordance with the Access Management Plan shall be equivalent to any use available to Hyatt Hotel guests. An annual fee may be charged to the Association to cover the residential Members' use of the Eco Park.

10. Joint Defense. In the event that the rights of Hyatt, Hotel guests, the Timeshare Developer or Timeshare Users to use (i) the Beach Park in a manner consistent with the Declaration, the Sixty-Eighth Supplement and Seventy-Third Supplement, as amended by this Amendment or (ii) the docks for shuttle boats at the Beach Park and at Coconut Point Marina (collectively, the "Beach Rights") are challenged by any person in any judicial proceeding, in any legislative or zoning proceeding, or in any administrative proceeding before any municipal, county or state agency:

a. the parties hereto shall cooperate in jointly defending against said challenge and supporting the Beach Rights of Hyatt, Hotel guests, the Timeshare Developer and Timeshare Users, including intervening to defend and support said Beach Rights where appropriate.

b. Hyatt shall take the lead role in co-ordinating the joint defense of the Beach Rights, including hiring lead counsel, who will also represent the Association. In resolving matters of joint defense strategy or tactics, Hyatt shall make the final determination.

c. The Association shall be responsible for 25% of the legal costs of any such joint defense.

11. Affirmation of Sixty-Eighth Supplement and Seventy-Third Supplement. Except as otherwise herein provided, the terms and conditions of the Sixty-Eighth Supplement and Seventy-Third Supplement are herein incorporated by reference, affirmed and restated and shall, except as hereby modified, in all respects remain in full force and effect.

EXHIBIT "J"

12. Effective Date. This Amendment shall be 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.

STATE OF FLORIDA)
COUNTY OF LEE)

_____
Witness

_____
Printed Name of Witness

WCI COMMUNITIES, INC., a Delaware corporation

_____
Witness

_____
Printed Name of Witness

By: _____
Title: _____
Name: _____

STATE OF FLORIDA)

COUNTY OF LEE)

The foregoing instrument was acknowledged before me this ___ day of _____, 2001, by _____ who is the _____ of WCI COMMUNITIES, INC., a Delaware corporation on behalf of said corporation who is personally known to me or has produced _____ as evidence of identification.

(SEAL)

_____
Signature of Notary Public
Print Name: _____
My Commission Expires:

EXHIBIT "J"

STATE OF FLORIDA)

COUNTY OF LEE)

_____
Witness

_____
Printed name of witness

_____
Witness

_____
Printed name of witness

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

By: _____
Title: _____
Name: _____

STATE OF FLORIDA)

COUNTY OF LEE)

The foregoing instrument was acknowledged before me this __ day of _____, 2001, by _____ who is the _____ of PELICAN LANDING COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation, on behalf of said corporation who is personally known to me or has produced _____ as evidence of identification.

(SEAL)

_____
Signature of Notary Public
Print Name: _____
My Commission Expires:

EXHIBIT "J"

STATE OF _____)

COUNTY OF _____)

_____
Witness

_____
Printed name of witness

_____
Witness

_____
Printed name of witness

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

By: _____
Title: _____
Name: _____

STATE OF _____)

COUNTY OF _____

The foregoing instrument was acknowledged before me this __ day of _____, 1998, by _____ who is the _____ of Hyatt Equities, L.L.C., a Delaware limited liability company, on behalf of said corporation who is personally known to me or has produced _____ as evidence of identification.

(SEAL)

Signature of Notary Public
Print Name:_____
My Commission Expires:_____

EXHIBIT "J"

STATE OF _____)

COUNTY OF _____)

_____
Witness

_____
Printed name of witness

_____
Witness

_____
Printed name of witness

PELICAN LANDING TIMESHARE VENTURES LIMITED PARTNERSHIP, a Delaware limited partnership

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

By:_____
Title:_____
Name:_____

STATE OF ILLINOIS)

COUNTY OF COOK)

The foregoing instrument was acknowledged before me this ____ day of _____, 2001, by _____ who is the _____ of HTS-COCONUT POINT, INC., a Delaware corporation and general partner of Pelican Landing Timeshare Ventures Limited Partnership, a Delaware limited partnership, on behalf of the corporation and the partnership, who is personally known to me or has produced _____ as evidence of identification.

(SEAL)

Signature of Notary Public
Print Name:_____
My Commission Expires:_____

EXHIBIT "J"

JOINDER AND CONSENT

The undersigned, Pelican Landing Golf Resort Ventures Limited Partnership, a Delaware limited partnership, hereby joins in this Amendment for the purpose of acknowledging its obligations under Section 9 of the above Amendment.

PELICAN LANDING GOLF RESORT
VENTURES LIMITED PARTNERSHIP

By: Pelican Landing Golf Resort
Ventures, Inc.,
Its: General Partner

By:_____

Title:_____

Name:_____

EXHIBIT "J"

FORT MYERS, FLORIDA
33902-1550

CARL E JOHNSON
1911-1968

PARCELS IN
SECTIONS 7, 8, 9, 16, 17, 18 & 20, T. 47 S., R. 25 E.
LEE COUNTY, FLORIDA

A tract or parcel of land lying in Sections 7, 8, 9, 16, 17, 18 and 20, Township 47 South, Range 25 East, Lee County, Florida which tract or parcel is described as follows:

Beginning at a concrete monument marking the northwest corner of said Section 20 run S 00° 35' 25" E along the east line of said section for 2659.47 feet to the southeast corner of the northeast quarter (NE-1/4) of said section; thence run S 00° 38' 52" E along said east line for 734.90 feet to an intersection with the approximate centerline of Spring Creek; thence run along said centerline the following courses: S 78° 50' 00" W for 181.31 feet, N 34° 24' 12" W for 230.22 feet, N 30° 59' 12" W for 174.93 feet, N 24° 25' 16" E for 120.83 feet, S 65° 47' 43" E for 219.32 feet, N 18° 24' 43" E for 158.11 feet, N 75° 11' 47" W for 351.71 feet, N 65° 09' 33" W for 451.88 feet, N 84° 18' 44" W for 351.75 feet, N 66° 54' 31" W for 445.79 feet, S 63° 24' 43" W for 134.16 feet, S 03° 23' 22" E for 170.29 feet, S 50° 30' 17" W for 220.23 feet, N 84° 49' 43" W for 331.36 feet, S 62° 13' 07" W for 214.71 feet, S 22° 08' 36" W for 291.55 feet, S 72° 15' 11" W for 131.22 feet to an intersection with the east line of the southwest quarter (SW-1/4) of said Section 20; thence run N 00° 50' 19" W along said east line for 520.00 feet to the northeast corner of said fraction; thence run S 89° 58' 37" W along the north line of said fraction for 290.00 feet to an intersection with the approximate centerline of the most easterly branch of said Spring Creek; thence run along said centerline the following courses: N 09° 13' 28" W for 137.34 feet, N 29° 08' 22" W for 590.59 feet, N 38° 31' 58" W for 278.03 feet, N 65° 16' 43" W for 254.95 feet, N 37° 18' 28" W for 286.01 feet, N 32° 51' 05" E for 252.39 feet, N 20° 11' 00" E for 236.69 feet, N 27° 23' 47" W for 369.25 feet, S 89° 15' 43" W for 50 feet more or less to the easterly shore of said Spring Creek; thence run along said easterly shore for 1220 feet more or less to an intersection with the north line of said Section 20; thence run N 89° 15' 13" E along said north line of said section for 970 feet more or less to a concrete monument marking the northwest corner of the northeast quarter

CHAIRMAN
ARCHIE T. GRANT, JR.

PRESIDENT
FORREST H. BANKS

JOSEPH W. EBNER
STEVEN K. MORRISON
ANDREW D. TILTON
JEFFREY C. COONER

DAN W. DICKEY
KENTON R. KEILING
GEORGE J. KALAL
MICHAEL L. HARMON
THOMAS L. FENDLEY
W. DAVID KEY, JR.
W. BRITT POMEROY
CARL A. BARRACO
GARY R. BULL
KEVIN M. WINTER

CONSULTANTS
LESTER L. BULSON
ROBERT S. O'BRIEN

EXHIBIT "A" 1 OF 8 tabbies

TO FIRST AMEND

EXHIBIT "J" tabbies

(NE-1/4) of said Section 20; thence run N 00° 31' 30" E along the west line of the southeast quarter (SE-1/4) of said Section 17 for 2644.38 feet to an intersection with the south line of Spring Creek Road as described in Deed Book 305 at Page 276, Lee County Records; thence run S 89° 58' 35" E along said south line for 653.92 feet to an intersection with the east line of the northwest quarter (NW-1/4) of the northwest quarter (NW-1/4) of the southeast quarter (SE-1/4) of said Section 17; thence run N 00° 19' 19" E along said east line for 30.00 feet to an intersection with the north line of the southeast quarter (SE-1/4) of said Section 17; thence run S 89° 58' 35" E along the north line of said fraction for 461.34 feet to the southeast corner of lands described in Official Record Book 1713 at Page 1188 of said public records; thence run N 00° 41' 04" W for 668.20 feet to the northeast corner of said lands; thence run N 89° 50' 32" W along the north line of said lands for 366.38 feet to the easterly line of said Spring Creek Road (50 feet wide); thence run N 00° 07' 58" E for 2007.04 feet to an intersection with the south line of the southeast quarter (SE-1/4) of said Section 8; thence continue N 00° 07' 17" E along said east line for 343.54 feet; thence run S 89° 38' 58" E for 10.00 feet; thence run N 00° 07' 17" E along said east line for 499.94 feet to the southwest corner of lands described in Official Record Book 428 at Page 349, said public records; thence run S 89° 21' 02" E along the south line of said lands for 536.00 feet; thence run N 00° 07' 17" E along the east line of said lands for 474.33 feet; thence run N 89° 21' 02" W along the north line of said lands for 546.00 feet to an intersection with the easterly line of said Spring Creek Road; thence run N 00° 07' 17" E along said east line for 1292.76 feet to an intersection with the south line of Coconut Road (50 feet wide); thence run S 89° 16' 14" E along said south line for 1802.38 feet to an intersection with the west line of said Section 9; thence run N 00° 39' 58" W along said west line for 25.00 feet to a concrete monument marking the northwest corner of the southwest quarter (SW-1/4) of said section; thence continue along said west line N 00° 39' 58" W for 5.00 feet to an intersection with the south line of said Coconut Road as described in Official Record Book 1738 at Page 2538, said public records; thence run S 89° 35' 50" E along said south line for 3164.37 feet to an intersection with the west line of Tamiami Trail (State Road No. 45); thence run S 00° 10' 56" W along said west line for 621.81 feet to a point of curvature; thence run southerly and southeasterly along said west

EXHIBIT "A-1" 2 OF 8

TO FIRST AMEND

EXHIBIT "J"

line, along the arc of a curve to the left of radius 5797.58 feet (chord bearing S 04° 57' 34" E) (chord 1039.14 feet) (delta 10° 17' 00") for 1040.54 feet to a point of tangency; thence run S 10° 02' 35" E along said westerly line for 938.08 feet to an intersection with the north line of the northeast quarter (NE-1/4) of said Section 16; thence run S 89° 23' 00" W along said north line for 708.94 feet to the northwest corner of said northeast quarter (NE-1/4) of Section 16; thence run S 00° 02' 54" W along said west line of the northeast quarter (NE-1/4) for 2643.98 feet to the southwest corner of the northeast quarter (NE-1/4); thence run N 89° 10' 34" E along the south line of said fraction for 538.06 feet; thence run S 00° 06' 43" E for 1085.91 feet; thence run N 89° 06' 43" E for 744.41 feet to an intersection with the west line of said Tamiami Trail; thence run southerly along said west line, along the arc of a non-tangent curve to the right of radius 5619.58 feet (chord bearing S 00° 22' 05" E) (chord 50.21 feet) (delta 00° 30' 42") for 50.21 feet to a point of tangency; thence run S 00° 06' 43" E along said west line for 49.81 feet; thence run S 89° 06' 43" W for 300.00 feet; thence run S 00° 06' 43" E for 1445.82 feet to an intersection with the south line of the southeast quarter (SE-1/4) of said Section 16; thence run S 89° 16' 54" W along said south line of said fraction for 989.41 feet to the southeast corner of the southwest quarter (SW-1/4) of said Section 16; thence run S 88° 38' 34" W along said south line of said southwest quarter (SW-1/4) for 2627.98 feet to the Point of Beginning.

ALSO

All of Government Lot 1, Section 7, Township 47 South, Range 25 East, Lee County, Florida being more particularly described as follows:

Beginning at a concrete monument marking the northeast corner of Government Lot 1 of said Section 7 run S 01° 07' 45" E along the east line of said Section 7 for 1252.52 feet to the southeast corner of said Government Lot 1; thence run S 89° 33' 42" W along the south line of said Government Lot for 1747.82 feet to a concrete post at the waters of Estero Bay; thence run northerly and westerly along the waters of Estero Bay to an intersection with the north line of said Section 7; thence run N 89° 48' 31" E along said north line for 2575 feet more or less to the Point of Beginning.

ALSO

From a railroad spike marking the northwest corner of the southwest quarter (SW-1/4) of said Section 8 run S 00° 23' 24" E along the west line of said fraction for

EXHIBIT "A-1" 3 OF 8

TO FIRST AMEND

EXHIBIT "J"

25.00 feet to an intersection with the south line of Coconut Road (50 feet wide) and the Point of Beginning. From said Point of Beginning run S 89° 16' 14" E along said south line for 3253.00 feet to an intersection with the west line of Spring Creek Road; thence run S 00° 07' 17" W along said west line for 2610.71 feet to an intersection with the south line of said Section 8; thence run S 00° 07' 58" W along said west line for 2676.47 feet to an intersection with the south line of said Section 17; thence run S 89° 58' 35" E along said south line for 35.43 feet to an intersection with the east line of Coconut Road as described in Deed Book 305 at Page 276, public records of Lee County, Florida; thence run N 00° 19' 19" E along said east line for 30.00 feet; thence run N 89° 58' 35" W along the north line of Coconut Road for 653.66 feet to an intersection with the east line of the northwest quarter (NW-1/4) of said Section 17; thence run N 89° 59' 08" W along said north line for 404.79 feet to the southeast corner of lands described in Official Record Book 411 at Page 759 of said public records; thence run N 01° 31' 36" E along the east line of said lands for 960.34 feet; thence run N 89° 59' 08" W along the north line of said lands for 2200.77 feet to an intersection with the east line of the northeast quarter (NE-1/4) of said Section 18; thence run N 89° 59' 08" W for 1840 feet more or less to the waters of Estero Bay; thence run northerly along the waters of Estero Bay for 8300 feet more or less to an intersection with the north line of the south half (S-1/2) of Government Lot 2 of said Section 7; thence run N 89° 32' 15" E along the north line of said Government Lot 2 for 545 feet more or less to the northwest corner of lands described in Official Record Book 1895 at Page 3817 of said public records; thence run S 08° 50' 45" E along the west line of said lands for 199.50 feet; thence run N 89° 32' 15" E along the south line of said lands for 247.50 feet; thence run N 89° 35' 27" E for 666.22 feet; thence run N 89° 32' 15" E for 239.00 feet to an intersection with the west line of Coconut Road; thence run S 01° 07' 45" E along said west line for 488.63 feet; thence run N 89° 40' 05" E along the south line of said Coconut Road for 24.55 feet to the Point of Beginning.

LESS and EXCEPT lands described in Official Record Book 1677 at Page 3516 of the public records of Lee County, Florida.

EXHIBIT "A-1" 4 OF 8

TO FIRST AMEND

EXHIBIT "J"

Containing 1806.2 acres more or less.
Bearings hereinabove mentioned are based on the east boundary line of Pelican's Nest Unit No. 1 as recorded in Plat Book 41 at Pages 58 through 60 of the public records of Lee County, Florida.

W. BRITT POMEROY, JR.
Professional Land Surveyor
Florida Certificate No. 4448

WBP/pd
18445

EXHIBIT "A-1" 5 OF 8

TO FIRST AMEND

EXHIBIT "J"

TELECOPIER (813) 334-3661
POST OFFICE BOX 1550
FORT MYERS, FLORIDA
33902-1550

CARL E. JOHNSON
1911-1968

DESCRIPTION
PARCEL IN
SECTIONS 13 & 24, T. 47 S., R. 24 E.
BIG HICKORY ISLAND, LEE COUNTY, FLORIDA

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:

From the center of a turnaround on State Road No. 867 (Bonita Beach Road) being S.R.D. Station 19184.75 and N 24° 28' 41" W along the northern prolongation of said centerline of State Road No. 865 for 266.00 feet; thence run S 62° 26' 49" W for 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.

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' 57" 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 79° 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 Page 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.

Bearings hereinabove mentioned are Plane Coordinate for the Florida West Zone.

W. BRITT POMEROY, JR.
Professional Land Surveyor
Florida Certificate No. 4448

WBP/pd
18601

CHAIRMAN
ARCHIE T. GRANT, JR.

PRESIDENT
FORREST H. BANKS

JOSEPH W. EBNER
STEVEN K. MORRISON
ANDREW D. TILTON
JEFFREY C. COONER

DAN W. DICKEY
KENTON R. KEILING
GEORGE J. KALAL
MICHAEL L. HARMON
THOMAS L. FENDLEY
W. DAVID KEY, JR.
W. BRITT POMEROY
CARL A. BARRACO
GARY R. BULL

CONSULTANTS
LESTER L. BULSON
ROBERT S. O'BRIEN

EXHIBIT "A-1" 6 OF 8 tabbies

TO FIRST AMEND

EXHIBIT "J" tabbies

ORB 052 PG 1835

LEGAL DESCRIPTION
LANDS OF SPRING CREEK WEST DRI

All that part of Section 21, Township 47 South, Range 25 East, Lee County, Florida lying north of the centerline of Spring Creek and lying west of the west right-of-way line of Tamiami Trail (U.S. 41) as recorded in Official Record Book 1000, page 85, Public Records of Lee County, Florida.

Subject to easements, restrictions and reservations of record.

Containing 323 acres, more or less.

OR2052 PG 1030

LEGAL DESCRIPTION
LANDS OF L&L 210

Parcels lying in Section 5 and Section 8, Township 47 South, Range 25 East, Lee County, Florida, and more particularly described as follows and all consisting of 210 acres, more or less.

PARCELS IN SECTION 5:

Lots 8B, 9B, 10B, 11B, 12B, and Lots 21 B, 22B, 23B, 24B, and 25B of Florida Gulf Land Company Subdivision, all in Section 5, Lee County, Florida (recorded in Plat Book 1 at page 59), consisting of 100 acres.

Also:

Lot 8, Block 14 of El Dorado Acres, an unrecorded subdivision shown in Deed Book 310 at page 183 of the Public Records of Lee County, Florida.

Also:

The East three-quarters (E-3/4) of the Northwest one-quarter (NW-1/4) of the Southwest one-quarter (SW-1/4) of said Section 5, consisting of 30 acres, more or less.

Also:

The East two-thirds (E-2/3) of the Southwest one-quarter (SW-1/4) of the Southwest one-quarter (SW-1/4) of said Section 5, consisting of 26.67 acres, more or less.

PARCELS IN SECTION 8:

The East two-thirds (E-2/3) of the West one-half (W-1/2) of the Northwest one-quarter (NW-1/4) of said Section 8, consisting of approximately 53.55 acres, more or less, less the southerly 40.00 feet for the right-of-way of Coconut Road.

EXHIBIT "A-1" 7 OF 8 tabbies

TO FIRST AMEND

EXHIBIT "J" tabbies

LEGAL DESCRIPTION

LANDS OF KERSEY RELEASE PARCEL 1

A parcel of land located in the southwest one-quarter of Section 5 and the south one-half of Section 6, Township 47 South, Range 25 East, Lee County, Florida, being more particularly described as follows:

COMMENCE at the southwest corner of Section 5, Township 47 South, Range 25 East, Lee County, Florida; thence run S 88°17'05" E along the south line of said Section 5 for 424.38 feet to the east line of the west one-third of the southwest one-quarter of the southwest one-quarter of said Section 5; thence run N 00°13'46" W along said east line for 1304.24 feet to the north line of the west one-third of the southwest one-quarter of the southwest one-quarter; thence run N 88°47'05" W along said north line for 107.11 feet to the east line of the west one-quarter of the northwest one-quarter of the southwest one-quarter of said Section 5; thence run N 00°14'13" W along said east line for 202.32 feet to the **POINT OF BEGINNING;**
thence run S 89°30'27" W for 1648.89 feet; thence run S 00°19'22" W for 520.95 feet; thence run N 89°10'01" W for 1643.24 feet to a calculated line of closure according to a survey prepared by Bean, Whitaker, Lutz & Barnes, Inc. on March 16, 1996; thence run N 23°35'45" W along said calculated line of closure for 393.13 feet to the north line of Government Lot 4, Section 6, Township 47 South, Range 25 East, Lee County, Florida; thence run S 89°10'01" E along said north line for 1792.64 feet; thence run N 00°19'22" E for 775.62 feet; thence run N 47°20'07" E for 523.62 feet; thence run S 80°12'45" E for 600.67 feet; thence run N 00°19'22" E for 162.50 feet; thence run S 89°40'38" E for 349.47 feet to the west line of the west one-quarter of the northwest one-quarter of the southwest one-quarter of said Section 5; thence run N 00°21'42" W along said west line for 92.78 feet to the north line of the southwest one-quarter of said Section 5; thence run S 89°17'05" E along said north line for 324.09 feet to the east line of the west one-quarter of the northwest one-quarter of the southwest one-quarter of said Section 5; thence run S 00°14'13" E along said east line for 1100.59 feet to the **POINT OF BEGINNING.**

Containing 50.00 acres, more or less.

Subject to easements, reservations or restrictions of record.

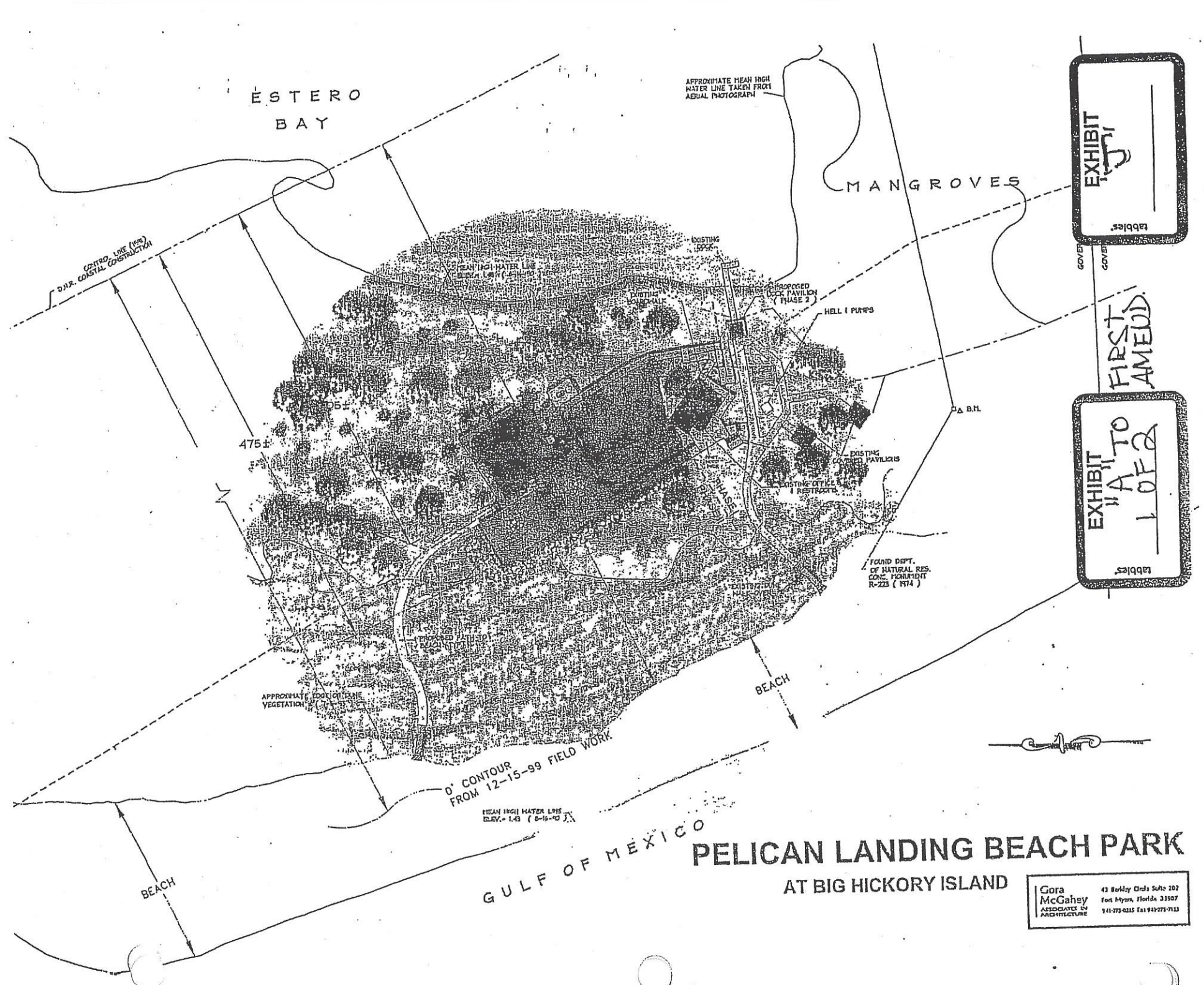
Bearings hereinabove mentioned are based on the west line of the northwest one-quarter of Section 8, Township 47 South, Range 25 East, Lee County, Florida as bearing N 00°01'00" E.

c:\msoffice\winword\plca_exa.leg
/las - 06/26/96

EXHIBIT "A-1" 8 OF 8

TO FIRST AMEND.

EXHIBIT "I J"



PELICAN LANDING BEACH PARK

AT BIG HICKORY ISLAND

Gora McGahey ASSOCIATES IN ARCHITECTURE
43 Barkley Circle Suite 202
Fort Myers, Florida 33907
941-275-0115 Fax 941-275-7123

PROPOSED ELEVATION

HICKORY ISLAND PICNIC SHELTER
BONITA BEACH, FLORIDA
JOB NO. 4404
7/1/01

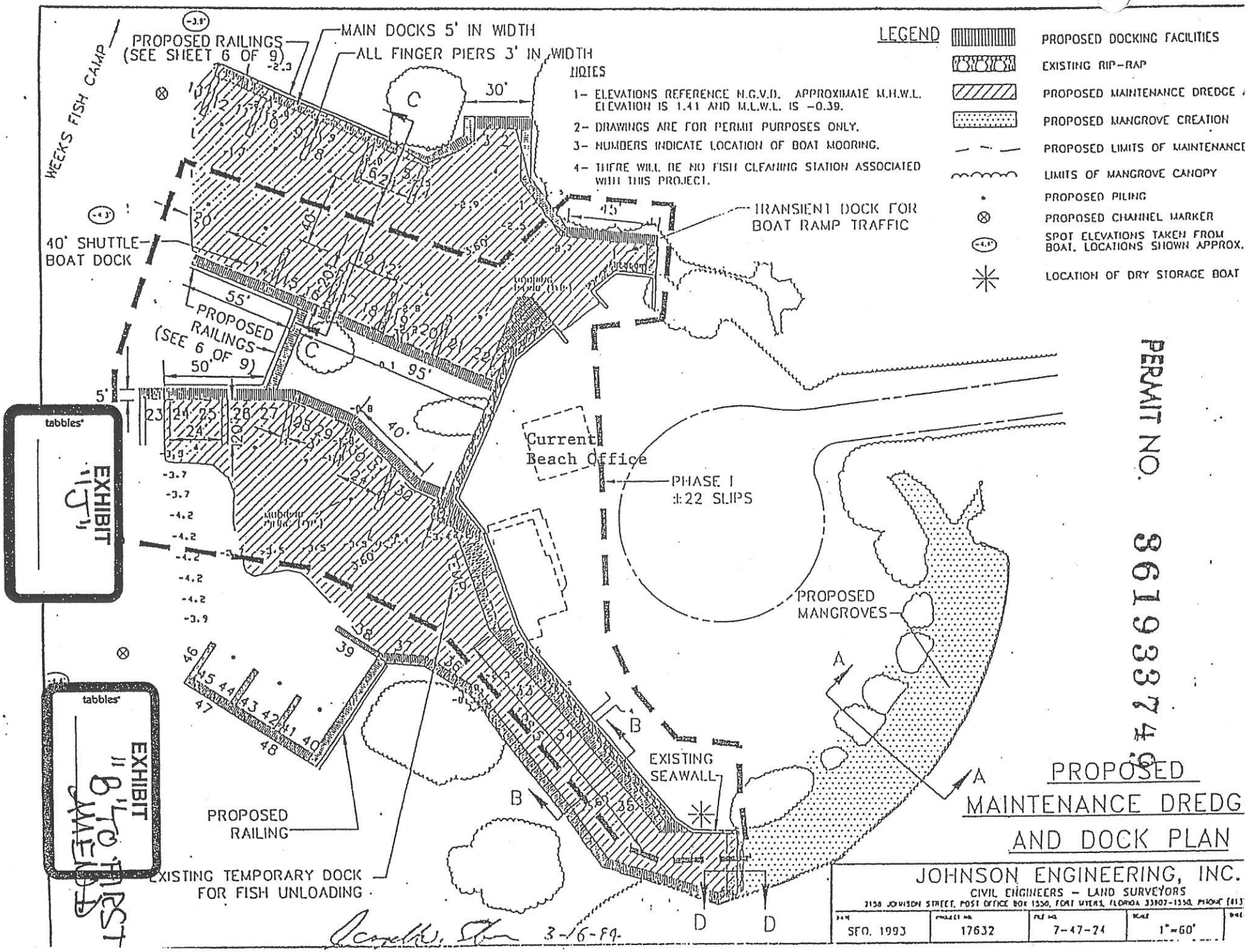
Gora McGahey Associates Architecture
43 Barkley Circle Suite 202
Fort Myers, Florida 33907
941-277-0033 Fax 941-277-7733

EXHIBIT "A" TO REST 2 OF 2 AMEND
tabbies

EXHIBIT "J"
tabbies

Coconut Point Marina and Current Beach Office

1763xd02 02-10-1993 10:37



PERMIT NO. 861933749

DESCRIPTION

HYATT RESORT GOLF PARCEL

PARCEL IN
SECTIONS 5, 6, 7 AND 8, T. 47 S., R. 25 F
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,

OR BK 03931 PG 3744

EXHIBIT
tabbies
J

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:

Description of Hyatt Golf Resort Time Share Parcel,
being a part of Section 5 and 6, Township 47 South,
Range 25 East, Lee County, Florida

All that part of Section 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°47'06" East 552.75 feet;
thence North 13°36'10" West 175.93 feet;
thence North 17°38'44" East 234.48 feet;
thence North 62°05'42" East 445.07 feet;
thence South 63°59'01" East 325.63 feet;
thence South 20°24'37" East 663.90 feet;
thence South 28°11'56" West 186.92 feet;
thence South 16°04'11" East 265.70 feet;

OR BK 03551 PG 3745

EXHIBIT B-1
2 OF 4

EXHIBIT
J

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.

Containing 337.83 acres, more or less.

Bearings are based on the east line of said Section 6, being North 01°33'26" West.
Subject to easements, restrictions, reservations and rights-of-way of record.

OR BK 02831 PG 0746

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Last printed 06/08/00 10:29 AM
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EXHIBIT B-1
3 OF 4

EXHIBIT "J"

Lot 31B, FLORIDA GULF LAND COMPANY, according to the plat thereof recorded in Plat Book 1, Page 59, of the Public Records of Lee County, Florida

Lot B7 in FLORIDA GULF LAND COMPANY'S SUBDIVISION, as recorded in Plat Book 1, Page 59, of the Public Records of Lee County, Florida; being in Section 5, Township 47 South, Range 25 East, Lee County Florida; TOGETHER with an easement for ingress, egress and roadway and utility purposes over and across the North 30 feet (30') of Lots B8, B9 and B10 in Florida Gulf Land Company's Subdivision, as recorded in Plat Book 1, Page 59, of the Public Records of Lee County, Florida; being in Section 5, Township 47 South, Range 25 East, Lee County Florida

All of Tracts B1, B2, B3, B4, B5, B6, and B26, B27, B28, B29, B30 and B32, South and West of Florida Power & Light Company easement of Florida Gulf Land Company Subdivision, according to the plat thereof as recorded in Plat Book 1, Page 59 of the Public Records of Lee County, Florida, and said land lying and being in Section 5, Township 47 South, Range 25 East, Lee County Florida

EXHIBIT B-1
4 OF 4

FIGURE 1
PELICAN LANDING DRI
ECO-PARK RECONFIGURATION

Jul 25, 2000 - 11:18:54 DSHGNING|X:\Env\FO250\Hyatt\0250U001.dwg

PROJECT: PELICAN LANDING DRI ECO-PARK RECONFIGURATION

CLIENT: WCI COMMUNITIES, INC. & HYATT DEVELOPMENT CORP.

EXHIBIT "J"

WilsonMiller

Planners • Engineers • Ecologists • Surveyors • Landscape

WilsonMiller, Inc.

Naples • Fort Myers • Sarasota • Bra

4571 Colonial Boulevard, Suite 100 • Fort Myers, Florida 33912 • Phone 941-939-101

soonMiller.com

EXHIBIT "C" TO FIRST AMEND

SCALE: 1"= 800'	
DATE: 5.8 TWP: 47S RGE: 25E	REV NO:
PROJECT NO. F0250-024-X14 FSVD0	INDEX NO: A-G250-300
DRWN BY/EMP NO. CKS/352	SHEET NO: 1 OF 1

03315 PG 3554

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, 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 9:00 a.m. and after 4:30 p.m. when the Association shuttle boats are not operating. 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 dock(s) at the Beach Park. During general Beach Park hours of operation, the Hotel/Timeshare shuttle boat and Association shuttle boat will each 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

TO FIRST AMEND.

EXHIBIT "J"

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 in addition to the hours stated above.

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 purposes 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 the Association will establish a reasonable, fair and non-discriminatory 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.

TO FIRST AMEND.

EXHIBIT "J"

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

TO FIRST AMEND.

EXHIBIT
J

MANAGEMENT AGREEMENT

THIS MANAGEMENT AGREEMENT (this "Agreement") is made by and between Pelican Landing Community Association, Inc., a Florida corporation not-for-profit (the "Association"), and WCI Communities Property Management, Inc., a Florida corporation (the "Manager"), with reference to the following facts:

A. The Board of Directors of the Association (the "Board") wishes to have the Manager act as the exclusive manager for the Association.

B. The Manager has agreed to act as of the exclusive manager of the Association, all for the consideration, and upon the terms, provisions, conditions and agreements set forth in this Agreement.

NOW, THEREFORE, in consideration of the foregoing premises, the covenants and agreements contained in this Agreement and other good and valuable considerations, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

1. EXCLUSIVE MANAGER. The Association hereby retains and appoints the Manager as the exclusive manager of the Association, and the Manager hereby accepts such retainer and appointment, on the terms and conditions set forth below, as exclusive manager for the Association.

2. TERM. The term of this Agreement shall be for three (3) years, commencing upon _____, 2001 unless terminated earlier according to the procedures provided in Paragraph 12 below.

3. MANAGER'S DUTIES. As directed or consented to, by Association, the Manager shall perform the following services as, when and if needed, and as often as may reasonably be required in order to accomplish the purposes of this Agreement or as otherwise specified in this Agreement:

(a) Hiring. Engage all persons, which person or persons, however, may be engaged on a part-time basis, necessary to properly maintain and operate the Association, it being understood that all personnel so engaged shall be employees of the Manager. All such personnel will, at all times, and for all purposes, be solely in the employ of the Manager.

(b) Collections. Collect, on behalf of the Association, all assessments for common expenses, charges, rentals or other payments from members of the Association and concessionaires, and all other monies and debts which may become due the Association, and in the event of default in such payment, promptly take or cause to be taken all legal or other action in the name of the Association as may be necessary or appropriate to enforce any rights which the Association may have as a result of the default. The

Manager may confer freely with and use the services of Association legal counsel for these purposes. All funds collected from members of the Association or from other sources shall be deposited into accounts at one or more financial institutions established by the Manager as custodian for the Association, so that said funds may be withdrawn therefrom to pay all expenses of operation and maintenance of the Association as contemplated herein. This activity shall also be subject to the requirements of Paragraph 4 below.

(c) Maintenance. Maintain, repair and replace the Association's Property to the extent that the Association is required to maintain, repair and replace the same.

(d) Purchase Services and Supplies. Purchase, on behalf of the Association, all services, equipment, supplies and materials as may be necessary or desirable for the maintenance and upkeep of the Association's property. Such purchases shall be made in the name of the Association, shall be subject to the consent of the Association unless provided for in the approved budget of the Association.

(e) Contracts. Enter into contracts on behalf of the Association for services that the Association shall require.

(f) Payment of Bills and Costs. Check for accuracy all bills or invoices received by the Association for services, work and supplies in connection with maintaining and operating the Association; provide the day-to-day bookkeeping services and procedures necessary to pay the proper bills and costs of the Association, the payroll of its employees and any other debts incurred by the Association.

(g) Insurance. Cause all required insurance to be carried and maintained in full force and effect; maintain appropriate records of all insurance coverage carried by the Association; and assist the Association in making appropriate adjustments with the insurance companies and causing all of said insurance proceeds to be promptly paid when due.

(h) Notices, Meetings. Prepare and send all letters, reports and notices as may be reasonably requested by the Board of Directors; attend, if requested, all meetings of Directors and members of the Association; and prepare and distribute minutes thereof.

(i) Owners' Roster. Maintain a current Owners' roster.

(j) Financial Records and Reports. Maintain the Association's financial books, records, accounts, and other records as provided by the

Association's Bylaws and other applicable laws, and issue certificates of account to members of the Association, their mortgagees and lienors. The financial records shall provide information adequate to trace all collections and disbursements of Association funds made by the Manager. Such records shall be available for inspection and photocopying by members of the Association or their authorized representatives or applicable government agencies at all reasonable times.

(k) Year-End Report. Within 90 days following the end of the fiscal or calendar year (or on the date otherwise provided in the Bylaws of the Association,) mail or furnish by mail or personal delivery to all members of the Association a complete financial report of actual receipts and expenditures of the Association for the previous 12 months.

(l) Budget. Compile cost estimates and prepare and propose a recommended budget for each fiscal year, setting forth anticipated income and expenses of the Association for the year and each owner's share thereof. The suggested budget shall be submitted to the Board for consideration at least 30 days prior to the beginning of the fiscal/calendar year.

(m) Tax Returns. Assist the Association's accountants in preparing all required tax returns for the Association.

(n) Official Books and Records. Be responsible for the keeping of the official books and records of the Association.

(o) Compliance with Laws, Covenants and Rules. Take such action as may be necessary to assist the Association in causing the Association, the Manager, members of the Association to comply with all laws, statutes, ordinances and rules of all appropriate governmental authorities having jurisdiction over the Association. The Manager may confer freely with Association legal counsel for these purposes.

(p) Technology Support. Provide technology support (computers, telephone) as required.

(q) General. Generally, do all things deemed reasonably necessary or desirable by the Association to attend to the proper maintenance, operation and management of the Association's property, as required by applicable law or by the Articles of Incorporation and Bylaws of the Association, applicable rules and regulations, this Agreement, and all other agreements, declarations, documents and instruments affecting the Association's property or the members of the Association, except those things which may not be so delegated under the above documents and applicable law.

4. DEPOSITS. All funds collected by the Manager on account of the Association shall be deposited in one or more banks or savings and loan associations, the deposits of which are insured by an agency of the United States, or in such other accounts as the Board of Directors shall direct. Such accounts or other investments will be styled so as to indicate the custodial nature thereof and the funds therein will not be commingled with other funds collected by the Manager as agents for other owners, associations or third parties. The Manager shall not be liable for any loss resulting from the insolvency of such depository or the loss of such investments if directed to invest by the Association. Withdrawals from Association accounts shall require either: (a) the signature of at least two officers or directors of the Association, or (b) the signature of any one of the Manager's officers or directors as designated by the Manager, if the Manager carries Dishonesty Insurance on such person in an amount equal at least to the maximum amount of Association funds to which such person has access at any given time.

5. RESPONSIBILITIES OF ASSOCIATION. In order for the Manager to effectively perform its duties, the Association must assume the following responsibilities:

(a) Maintain a legally constituted Board.

(b) Appöint one officer or director to interface with the Manager on Association business.

(c) Initially supply the Manager with an accurate Owners' roster.

(d) Provide the Manager with a current set of homeowners and association documents, including, without limitation, the Association rules and regulations.

(e) Assist the Manager as requested in making decisions or in guiding the Manager in the performance of its duties under this Agreement.

6. ASSOCIATION REPRESENTATIVE. The Association shall designate one individual who shall be authorized to deal with the Manager on any matter relating to this Agreement and the Manager's performance of its duties. In the absence of any such designation, the President of the Association shall have this authority.

7. RELATIONSHIP OF PARTIES.

(a) Agency. All actions by the Manager with respect to management and maintenance under this Agreement shall be as agent for the Association, and all obligations or expenses incurred in the performance of the Manager's duties and obligations shall be for the account of, on behalf of, and at the expense of the Association. The Manager shall not be obligated to make any advances to or for the account of the Association or to pay any obligations of the Association except out of funds provided by the Association, nor shall the Manager be obligated to incur any liability or obligation on behalf of the Association without reasonable assurance that the necessary funds for the discharge thereof will be provided.

(b) Independent Contractor. The Manager, its employees and agents, shall be deemed to be independent contractors and not employees of the Association. The Association shall not be responsible to pay for any employee benefits, employee withholding taxes or other taxes, charges or costs, or any other expenses of any nature, except for the fees and costs specifically provided by this Agreement. The Manager shall be free to contract for similar services to be performed for other entities while it is under contract with the Association.

(c) Licensing. The Manager is responsible, at its own expense for obtaining all licenses, permits and other governmental approvals necessary to conduct its business, including the licensing of all employees as community association managers to the extent required by Chapter 468, Florida Statutes.

8. EXCULPATION, BOND, INSURANCE.

(a) The Manager shall not be liable to the Association or its members for any loss or damage not caused by the Manager's own gross negligence or willful misconduct, and the Association and its members will, and do hereby, indemnify and save harmless the Manager from any such liability for damages, costs and expenses arising from injury to any person or property in, about and in connection with the Association from any cause whatsoever, unless such injury shall be caused by the Manager's own gross negligence or willful misconduct, provided however, such indemnity shall not exceed the amount of insurance described in subparagraph (c) below.

(b) The Association shall insure itself against liability arising from negligent acts by the Manager or its agents or employees. Because the Manager will be acting at all times for and on behalf of the Association, it is understood and agreed that if possible the public liability insurance carried and

maintained by the Association shall be extended to and shall cover the Manager, its agents and employees, as well as the Association, all at the expense of the Association.

(c) All persons who control or disburse funds belonging to the Association shall be bonded or insured as required by law. The Manager agrees to indemnify the Association against the loss of Association funds through dishonesty of the Manager's employee's, but such indemnification shall not exceed the limits of coverage provided in the Manager's Employee Dishonesty Insurance policy. The Manager agrees to maintain such insurance at its own expense in the amount of at least $1,000,000 for liability and $300,000 for Workman's Compensation.

9. MANAGER NOT OBLIGATED TO PAY COMMON EXPENSES. It is specifically understood that the Manager does not undertake to pay common expenses from its own funds and shall only be required to perform its services and make disbursements to the extent that, and so long as, payments received from Assessments or other revenue, if any, of the Association are sufficient to pay the costs and expenses of such services and the amounts of such disbursements.

10. FEES AND COSTS.

(a) Manager Not to Incur Expenses. It is specifically understood and agreed that the Manager shall perform all of the services required of it under this Agreement at no cost and expense whatsoever to itself, but solely at the cost and expense of the Association. All of the management and maintenance services required of the Manager in this Agreement shall be rendered on a basis of "out-of-pocket" costs and expenses and the Association, through its Assessments, shall pay or reimburse the Manager for all costs and expenses incurred by the Manager in providing services, materials and supplies to the Association including specifically, but not limited to, the cost of all employees of the Manager for the time spent upon performance of matters required by the terms of this Agreement. It is understood that the Manager will incur no cost or expense which is not provided for in the Association budget or by prior special assessments.

(b) Manager's Fee. As compensation or fee for its services under this Agreement, the Manager shall receive a fee during the first year of the Agreement of $1,000.00 per month. Such fee is payable in monthly installments, in advance, on the first day of each month. In each subsequent fiscal year of the Association, the Manager shall be paid a fee equal to three percent (3%) above the management fee paid to the Manager during the previous fiscal year. The Manager is authorized to pay said fee to itself from Association funds as a normal expense.

(c) Separate Cost Items. The Association will pay or reimburse the Manager separately for the following services or costs:

(1) Salaries and payroll taxes for Manager's employees assigned to the Association on a full-time basis and on a part time basis (based upon a pro rata allocation of such employees' time), if any.

(2) Clerical or secretarial services necessary to:

- Prepare, print and distribute Owners' Roster;
- Print, duplicate and distribute Rules and Regulations;
- Type and distribute Board Meeting Agenda and Minutes;
- Type and distribute members Meeting Agenda and Minutes; and
- Type and mail President's Correspondence.

(3) Postage and printing costs for individual monthly or quarterly statements and delinquent notices, as well as for notices, letters, newsletters, etc. approved by the Board to be mailed to members of the Association.

(4) Costs of duplication of Association documents for members of the Association.

(5) Costs of duplication of any reports, forms, letters, correspondence, or other items not specifically mentioned in this Agreement as being the responsibility of the Manager.

(6) All costs expended by the Manager for materials, supplies and services other than the management and overhead expenses of the Manager's office operations, in addition to the employees that the Manager may secure, for the performance of the maintenance, repair and operations, and expenses, such as gasoline to and from the Association's property.

(7) All applicable sales taxes.

(8) Any other amount expended by the Manager at the direction and request of the Association.

11. TERMINATION. This Agreement shall be subject to termination by the Association or the Manager upon ninety (90) days written notice to the other party. This Agreement can be amended at any time by written agreement between the Manager and the Association.

In the event the Association fails to make payment due under this Agreement within fifteen (15) days from the due date heretofore described, Association shall have the option to terminate this Agreement without notice. In the event an attorney is engaged to enforce and collect payment due under this Agreement, either with or without suit, the Manager agrees to pay all cost thereof together with reasonable attorney's fee.

12. ASSIGNMENT. With the prior written consent of the Association, the Manager may assign its rights and duties under this Agreement, as long as the Assignee agrees, in writing, to assume and perform the terms and covenants of this Agreement. Upon such assumption, the Manager shall be released from any and all obligations under this Agreement.

13. CONSOLIDATION AND ALLOCATION OF SERVICES. The parties recognize that the Manager and its employees and agents may be performing services similar to the services performed under this Agreement for other associations and entities. In this connection, the Manager is authorized to provide or cause to be provided such services as appropriate on a consolidated basis whereby such services are provided to more than one association. To require the Manager to cost account with regard to each association and between the Association and other persons in interest as to other properties managed by the Manager would substantially increase the costs of administration under this Agreement borne by the Association. Accordingly, the Manager is hereby granted the power to allocate to the Association its appropriate and fair share of such costs and expenses as are general, and as to those which are not general, to charge the same to the appropriate party(s) on such weighted basis as the Manager deems fair and equitable.

14. SEVERABILITY. In the event that any portion of this Agreement is held to be illegal, void, or otherwise inoperative by a court of law or other tribunal having jurisdiction, that portion shall be severed from this Agreement, and the remaining portion of this Agreement shall remain in full force and effect.

15. TIME IS OF THE ESSENCE. Time is of the essence in every particular, and especially where the obligation to pay money is involved.

16. EFFECT OF WAIVER OF BREACH OF COVENANTS. No waiver of a breach of any of the covenants contained in this Agreement shall be construed to be a waiver of any succeeding breach of the same covenant.

17. MANAGER'S RELATIONSHIP TO DEVELOPER. The Association expressly acknowledges that the Manager has disclosed that the Manager is a wholly-owned subsidiary of WCI Communities, Inc., a Delaware corporation, which is the developer of a portion the property governed by the Association.

The Manager and the Association execute this Agreement as of the ____ day of _____, 2001.

Pelican Landing Community Association, Inc.

By:_____
Name:_____
Its:_____

WCI Communities Property Management, Inc.

By:_____
Name:_____
Its:_____

LIMITED RELEASE

KNOW ALL MEN BY THESE PRESENTS,

That **PELICAN LANDING COMMUNITY ASSOCIATION, INC., COMMUNITY ACTION FUND, INC., AND THE RESIDENTIAL ASSOCIATION, INC.**, for and in consideration of the execution and delivery of that certain Turnover and Settlement Agreement of even date herewith ("Turnover Agreement") by **WCI COMMUNITIES, INC.** (formerly known as WCI Communities Limited Partnership) ("WCI") and other good and valuable consideration received from WCI, the adequacy of which is hereby acknowledged, do hereby remise, release, and forever discharge, and by these presents do, for themselves, their respective agents, attorneys, partners, joint ventures, successors, predecessors, assigns, representatives, administrators and employees (Pelican Landing Community Association, Inc., Community Action Fund, Inc. and The Residential Association, Inc., and their respective agents, attorneys, partners, joint ventures, successors, predecessors, assigns, representatives, administrators and employees are collectively referred to as "Releasors") remise, release, acquit, satisfy and forever discharge WCI, any predecessor of WCI, any successor or assign of WCI, any affiliate or subsidiary of WCI, and each of their direct or indirect respective owners, partners, members, stockholders, predecessors, successors, assigns, agents, directors, officers, employees, representatives, attorneys, subsidiaries, affiliates and contractors, and all persons acting by, through, under or in concert with any of them (collectively, "Releasee"), of and from any and all manner of action and actions, cause and causes of action, suits, debts, dues, sums of money, accounts, covenants, contracts, agreements, promises, controversies, damages, judgments, executions, court costs, attorneys' fees, claims and demands whatsoever, in law, or in equity, in tort or in contract, which against Releasee or their respective agents, attorneys, partners, joint ventures, successors, predecessors, assigns, representatives, administrators and employees they ever had, now have or which they hereafter can, shall or may have, for, upon or by reason of or in connection with any matter, cause or thing whatsoever from the beginning of the world to the present with respect to the following: (a) use of the beach park located on Big Hickory Island, a barrier island between the Gulf of Mexico and Estero Bay in the City of Bonita Springs, Lee County, Florida ("Beach Park") by Hyatt, Timeshare Developer and Timeshare Users (as such terms are defined in the Turnover Agreement); (b) use of the Docks by Hyatt, Timeshare Developer or Timeshare Users; (c) any obligation to provide a beach office

at the Coconut Point Marina; (d) any obligation to construct a Community Center within Pelican Landing; (e) any obligation to upgrade the entrance features or signage at the Pelican Landing community including any contribution of funds or assistance of its personnel therefore; (f) any obligation to construct, make any improvements to or repair any roads and/or sidewalks either within or outside of Pelican Landing; (g) any obligation to construct any boardwalks within the Beach Park; and (h) any obligation to provide access to or amenities in connection with the conservation easement area described as the "Eco Park"; provided, however, nothing contained in this Release shall be construed as or deemed to be a release of liability from any obligation on the part of Releasee expressly arising under the Turnover Agreement. This Release shall be construed narrowly to apply only to those items set forth in (a) through (h) above. It is expressly understood and agreed that this settlement is the compromise of doubtful and disputed claims, that the consideration provided is not to be construed as an admission of liability on the part of the Releasee, that said Releasee denies liability therefor and is intended merely to avoid litigation and to buy peace. The Releasors further declare and represent that except as stated in the Turnover Agreement no promise, inducement or agreement not expressed herein has been made to the Releasors and the terms of this Release are contractual and not a mere recital.

IN WITNESS WHEREOF, the undersigned have hereunto set my hands and seal this ____ day of _____, 2001.

Pelican Landing Community Association, Inc.

By:_____
Name:_____
Title:_____

Community Action Fund, Inc.

By:_____
Name:_____
Title:_____

The Residential Association, Inc.

By:_____
Name:_____
Title:_____

STATE OF FLORIDA)
) SS:
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____, 2001, by _____, the _____ of Pelican Landing Community Association, Inc. on the corporation's behalf. He is personally known to me or produced _____ as identification.

_____
Name:_____
Notary Public, State of Florida

STATE OF FLORIDA)
) SS:
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____, 2001, by _____, the _____ of Community Action Fund, Inc. on the corporation's behalf. He is personally known to me or produced _____ as identification.

_____
Name:_____
Notary Public, State of Florida

STATE OF FLORIDA)
) SS:
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____, 2001, by _____, the _____ of The Residential Association, Inc. on the corporation's behalf. He is personally known to me or produced _____ as identification.

_____
Name:_____
Notary Public, State of Florida

THIS INSTRUMENT PREPARED BY:

Stephen C. Pierce, Esq.
24301 Walden Center Drive, Suite #300
Bonita Springs, Florida 334134

PLCA PRIORITY ACCESS AGREEMENT

THIS PLCA PRIORITY ACCESS AGREEMENT (this "Agreement") is made as of the ____ day of July, 2001 by and among (i) PELICAN LANDING GOLF RESORT VENTURES LIMITED PARTNERSHIP, a Delaware limited partnership, whose address is 24301 Walden Center Drive, Suite 300, Bonita Springs, Florida 34134 ("Golf Ventures"), and (ii) PELICAN LANDING COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation, whose address is 24301 Walden Center Drive, Suite 300, Bonita Springs, Florida 34134 ("PLCA").

RECITALS:

A. WCI Communities, Inc., a Delaware corporation ("WCI"), being the successor by merger to WCI Communities Limited Partnership, a Delaware limited partnership (the "Partnership"), is the developer of that certain residential community located in Lee County, Florida, and commonly known as "Pelican Landing."

B. PLCA is an association formed and currently operated by WCI for the purpose of managing the common amenities within Pelican Landing.

C. By purchasing a residence within Pelican Landing, such purchaser automatically becomes a member of PLCA.

D. The Partnership has previously sold and conveyed to HYATT EQUITIES, L.L.C., a Delaware limited liability company (the "Hotel Owner"), that certain parcel of real property described on Exhibit "A" attached hereto and incorporated herein by this reference (the "Hotel Parcel"), which Hotel Parcel is located within Pelican Landing, with the result that the Hotel Owner is also a member of PLCA.

E. The Hotel Owner is causing a hotel (the "Hotel") to be constructed on the Hotel Parcel.

F. WCI is the sole shareholder of BAY COLONY – GATEWAY, INC., a Delaware corporation ("BCG"). BCG is the sole shareholder of Pelican Landing Golf Resort Ventures, Inc., a Delaware corporation, being the sole general partner of Golf Ventures, with the only limited partners of Golf Ventures being BCG and the Hotel Owner.

G. HTS – COCONUT POINT, INC., a Delaware corporation ("HTS"), is the sole general partner of Pelican Landing Timeshare Ventures Limited Partnership, a Delaware limited partnership ("Timeshare Ventures"), with the only limited partner of Timeshare Ventures being BCG.

H. By means of that certain Warranty Deed dated December 16, 1998 executed by the Partnership in favor of Golf Ventures and Timeshare Ventures and recorded in O.R. Book 3052, Page 1748, in the Public Records of Lee County, Florida (the "Partnership Deed"), Golf Ventures and Timeshare Ventures became the owners of that certain parcel of real property described in the Partnership Deed.

I. By means of that certain Warranty Deed dated November 13, 2000 by Golf Ventures in favor of Timeshare Ventures and recorded in O.R. Book 3331, Page 3739, in the Public Records of Lee County, Florida, Timeshare Ventures became the sole and exclusive owner of the fee simple title to that certain parcel of real property described on Exhibit "B" attached hereto and incorporated herein by this reference (the "Timeshare Parcel"), which Timeshare Parcel is located within Pelican Landing.

J. Timeshare Ventures intends to develop and operate a residential timeshare resort product on the Timeshare Parcel (the "Timeshare Development"), with the goal and intention of selling and conveying fractional interests in the Timeshare Development.

K. By means of that certain Warranty Deed dated November 13, 2000 by Timeshare Ventures in favor of Golf Ventures and recorded in O.R. Book 3331, Page 3742, and certain other deeds, all recorded in the Public Records of Lee County, Florida, Golf Ventures became the sole and exclusive owner of the fee simple title to that certain parcel of real property described on Exhibit "C" attached hereto and incorporated herein by this reference (the "Golf Parcel"), which Golf Parcel is located within Pelican Landing.

L. Golf Ventures is the owner, developer and operator of that certain golf course and related facilities constructed and developed on the Golf Parcel (collectively, the "Golf Course").

M. Pursuant to the terms of that certain Hotel Golf Course Access Easement Agreement dated as of December 16, 1998 by and between Golf Ventures and the Hotel Owner, as further memorialized by that certain Memorandum of Hotel Access Easement Agreement dated as of December 16, 1998, recorded in O.R. Book 3025, Page 1755, in the Public Records of Lee County, Florida and rerecorded in O.R. Book _____, Page _____, in the Public Records of Lee County, Florida (collectively, the "Hotel Golf Access Agreement"), Golf Ventures agreed, among other things, that seventy percent (70%) of all "Rounds," as such term is defined in the Hotel Golf Access Agreement, during each day of the "Term," as such term is defined in the Hotel Golf Access Agreement, shall be allocated for use by guests of the Hotel.

N. Pursuant to the terms of that certain Residential Golf Course Access Easement Agreement dated as of December 16, 1998 by and between Golf Ventures and Timeshare Ventures, as further memorialized by that certain Memorandum of Residential Golf Course Access Easement Agreement dated as of December 16, 1998, recorded in O.R. Book 3025, Page 1763, in the Public Records of Lee County, Florida and rerecorded in O.R. Book _____, Page _____, in the Public Records of Lee County, Florida (collectively, the "Residential Golf Access Agreement"), Golf Ventures agreed, among other things, that thirty percent (30%) of all "Rounds," as such term is defined in the Residential Golf Access Agreement, during each day of the "Term," as such term is defined in the Residential Golf Access Agreement, shall be allocated for use by "Timeshare Guests," as such term is defined in the Residential Golf Access Agreement.

O. Pursuant to the terms of Section 11 of the Hotel Golf Access Agreement, the Hotel shall gradually release "Available Hotel Rounds," as such term is defined in Section 11 of the Hotel Golf Access Agreement, commencing at 5:00 P.M. of the tenth (10th) day prior to the date of play.

P. Pursuant to the terms of Section 10 of the Residential Golf Access Agreement, Timeshare Ventures shall gradually release "Available Timeshare Rounds," as such term is defined Section 10 of the Residential Golf Access Agreement, commencing at 5:00 P.M. of the tenth (10th) day prior to the date of play.

Q. Certain disputes have arisen between certain members of PLCA and WCI and the Hotel Owner with respect to, among other things, the rights of guests of the Hotel and owners of units within the Timeshare Development to use certain common amenities within Pelican Landing.

R. Pursuant to the terms of that certain Turnover and Settlement Agreement dated _____, 2001 by and among WCI, the Hotel Owner, PLCA, Community Action Fund, Inc. The Residential Association, Inc., Golf Ventures and Timeshare Ventures (the "Settlement Agreement"), the parties to the Settlement Agreement have resolved and settled all disputes between the parties thereto.

S. As part of such resolution and as a portion of the consideration provided by WCI and the Hotel Owner to secure such resolution, WCI and the Hotel Owner agreed to cause Golf Ventures to "give priority access to tee times at the 27-hole Hyatt/WCI resort golf course to resident members of the PLCA after Hotel and timeshare use and before the general public."

T. The parties hereto desire to enter into this Agreement for the purpose of confirming the processes and procedures pursuant to which Golf Ventures shall assure that resident members of the PLCA shall receive priority/preferred access to "Rounds," as such term is defined in both the Hotel Golf Access Agreement and the Residential Golf Access Agreement, at the Golf Course after "Timeshare Guests" and after "Hotel Guests" and "Club Members," as such terms are defined in the Timeshare Golf Access Agreement and in the Hotel Golf Access Agreement, respectively, but before members of the general public.

NOW, THEREFORE, in consideration of the sum of Ten and No/100 Dollars ($10.00) and as a third party beneficiary for consideration due to the ownership of the interests of Golf Ventures, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto hereby agree as follows:

1. The Recitals set forth above are true, correct and accurate and are incorporated herein by this reference to the same degree as if fully set forth and restated herein.

2. Except to the extent Rounds are unavailable due to use by the Hotel, Timeshare Guests or a tournament at the Golf Course, Golf Ventures agrees to hold twelve (12) Rounds on each day for use by resident members of the PLCA. Such twelve (12) Rounds may be reserved by resident members of the PLCA between 5:00 p.m. on the tenth (10th) date prior to the date of play and 5:00 p.m. on the ninth (9th) day prior to the date of play. Any such Rounds not reserved prior to 5:00 p.m. on the ninth (9th) day prior to the date of play may be made available to the general public.

3. PLCA expressly acknowledges and agrees that either or both of the Hotel Golf Access Agreement and the Residential Golf Access Agreement may be amended by the parties thereto as they determine in their sole and absolute discretion, including, but not limited to, amendments to the times upon Available Hotel Rounds and Available Timeshare Rounds are released. If the earliest such release time is less than ten (10) days prior to the date of play, the twenty-four (24) hour reservation period in Paragraph 2 above shall be moved to commence upon such earliest release time. In such event, Golf Ventures shall

endeavor to advise PLCA of such modification in writing within ten (10) business days of such modification becoming effective.

4. PLCA acknowledges and agrees that, notwithstanding any the fact of this Agreement providing priority access to the Golf Course to resident members of PLCA, resident members of PLCA are entitled to no discount with respect to charges and/or fees charged by Golf Ventures to use the Golf Course. Rather, resident members of PLCA shall be required to pay the same charges and/or fees charged to and payable by members of the general public to Golf Ventures to use the Golf Course. Additionally, continued use of the Golf Course by resident members of PLCA is conditioned and contingent upon such resident member(s) of PLCA fully and timely complying with all rules and regulations established by Golf Ventures.

5. PLCA expressly acknowledges and agrees that this Agreement does not impose any duty or obligation on any entity, person or party to construct or maintain the Golf Course. This Agreement only requires that in the event the Golf Course is constructed and maintained and is open for use by members of the general public, Golf Ventures shall be required to make the Golf Course available for use by resident members of PLCA who pay the required charges and/or fees and fully and timely comply with all rules and regulations established by Golf Ventures, all in the manner set forth herein.

6. This is a private agreement between the parties hereto and neither the resident members of PLCA nor the general public shall acquire any right, title or interest in or to the Golf Course as a result of this Agreement. In the event Golf Ventures breaches this Agreement and fails to timely perform its obligations hereunder for any reason whatsoever, PLCA alone shall be entitled to bring suit for the specific performance of this Agreement. No resident member of PLCA is individually vested with an interest by means of this Agreement or has a right to enforce the terms hereof.

7. The parties hereto acknowledge that the terms of this Agreement apply and pertain solely and exclusively to the subject 27-hole Golf Course and to no other golf course, club or facilities which may be developed in the future in Pelican Landing or elsewhere which may also serve and accommodate the Hotel, Timeshare Ventures, Timeshare Guests, Hotel Guests, Residential Owners, Club Members and Visiting Golfers.

8. This Agreement runs with the land and is binding on Golf Ventures, its successors and assigns.

9. This Agreement supersedes any and all other agreements, written or oral, between the parties pertaining to the subject matter hereof.

10. This Agreement shall be binding on and shall inure to the benefit of the parties, their respective heirs, successor and assigns.

11. This Agreement may be altered or amended only with the written consent of the parties hereto.

12. If any provision of this Agreement or the application thereof to any person or circumstance shall be determined to be invalid or unenforceable, the remaining provisions of this Agreement or the application of such provision to persons or circumstances other than those to which it is held invalid or unenforceable shall not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law.

13. This Agreement may be executed in several counterparts or by separate instruments, and all of such counterparts and instruments shall constitute one agreement, binding on all of the parties hereto. Facsimile signatures of this Agreement shall be deemed valid as original signatures.

14. This Agreement has been drafted by Golf Ventures as an accommodation to PLCA, who expressly agrees that the provisions of this Agreement shall not be construed against Golf Ventures as a result thereof.

IN WITNESS WHEREOF, the parties have duly executed this PLCA Priority Access Agreement as of the day, month and year first above written.

Signed, sealed and delivered in the presence of:

_____

_____

_____

_____

_____

_____

_____

_____

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

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

By: _____
Name: _____
Title: _____

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

By: _____
Name: _____
Title: _____

STATE OF FLORIDA
COUNTY OF LEE

The foregoing PLCA Priority Access Agreement was acknowledged before me this ____ day of July, 2001 by _____, on behalf of Pelican Landing Golf Resort Ventures, Inc., a Delaware corporation, as sole general partner of Pelican Landing Golf Resort Ventures Limited Partnership, a Delaware limited partnership, on behalf of the corporation and the limited partnership, who is personally known to me or has produced _____ as identification.

My commission expires:

_____
Notary Public

_____
Printed Name of Notary Public

_____
Notary Commission Number

STATE OF FLORIDA
COUNTY OF LEE

The foregoing PLCA Priority Access Agreement was acknowledged before me this ____ day of July, 2001 by _____, on behalf of PELICAN LANDING COMMUNITY ASSOCIATION, INC., a Florida not-for-profit corporation, on behalf of the corporation, who is personally known to me or has produced _____ as identification.

My commission expires:

_____
Notary Public

_____
Printed Name of Notary Public

_____
Notary Commission Number

PELICAN LANDING
RESORT HOTEL PARCEL

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

COMMENCE AT THE EAST QUARTER CORNER OF SECTION 7, TOWNSHIP 47 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA; THENCE RUN S.00°23'24"E., ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 7, FOR A DISTANCE OF 25.00 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF COCONUT ROAD, A 50.00 FOOT RIGHT-OF-WAY DESCRIBED IN COUNTY COMMISSIONERS MINUTE BOOK 6 AT PAGE 288 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, AND THE POINT OF BEGINNING OF THE PARCEL OF LAND HEREIN DESCRIBED; THENCE CONTINUE S.00°23'24"E., ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 7, FOR A DISTANCE OF 625.00 FEET; THENCE RUN S.89°40'05"W. FOR A DISTANCE OF 1107.21 FEET; THENCE RUN N.00°19'55"W. FOR A DISTANCE OF 650.00 FEET TO A POINT ON THE SOUTH LINE OF GOVERNMENT LOT 2 OF SAID SECTION 7; THENCE RUN N.00°46'02"E. FOR A DISTANCE OF 210.01 FEET TO THE SOUTHWEST CORNER OF THAT PARCEL OF LAND DESCRIBED IN O.R. BOOK 1677 AT PAGE 3516 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA; THENCE RUN N.89°40'05"E., ALONG THE SOUTHERLY BOUNDARY OF SAID PARCEL OF LAND DESCRIBED IN O.R. BOOK 1677 AT PAGE 3516, FOR A DISTANCE OF 216.00 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL; THENCE RUN N.03°20'55"W., ALONG THE EASTERLY BOUNDARY OF SAID PARCEL OF LAND DESCRIBED IN O.R. 1677 AT PAGE 3516, FOR A DISTANCE OF 202.00 FEET TO THE NORTHEAST CORNER OF SAID PARCEL; THENCE RUN N.89°40'05"E. FOR A DISTANCE OF 866.42 FEET TO A POINT 25.00 FEET WESTERLY OF, AS MEASURED AT RIGHT ANGLES TO, THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 7, THE SAME BEING A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF SAID COCONUT ROAD; THENCE RUN S.01°07'45"E., PARALLEL WITH THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 7 AND ALONG SAID WESTERLY RIGHT-OF-WAY LINE, FOR A DISTANCE OF 436.29 FEET TO A POINT ON THE SOUTHERLY RIGHT-OF-WAY LINE OF SAID COCONUT ROAD; THENCE RUN S.89°16'14"E., ALONG SAID SOUTHERLY RIGHT-OF-WAY LINE, FOR A DISTANCE OF 24.69 FEET TO THE POINT OF BEGINNING: CONTAINING 25.693 ACRES, MORE OR LESS.

THIS PROPERTY IS SUBJECT TO EASEMENTS, RESERVATIONS OR RESTRICTIONS OF RECORD.

BEARINGS REFER TO THE EAST LINE OF THE SOUTHEAST QUARTER OF SECTION 7, TOWNSHIP 47 SOUTH, RANGE 25 EAST, LEE COUNTY, FLORIDA AS BEING S.00°23'24"E.

HOLE, MONTES & ASSOCIATES, INC.
CERTIFICATE OF AUTHORIZATION LB #1772

BY _____ P.L.S. # 3741
THOMAS J. GARRIS STATE OF FLORIDA

EXHIBIT "A" TO EXHIBIT "M"

3550 ABERNATHY STREET BONITA SPRINGS, FLORIDA 34135 941-992-0795 FAX 941-992-2327

Description of Hyatt Golf Resort Time Share Parcel,
being a part of Section 5 and 6, Township 47 South,
Range 25 East, Lee County, Florida

All that part of Section 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°47'06" East 552.75 feet;
thence North 13°36'10" West 175.93 feet;
thence North 17°38'44" East 234.48 feet;
thence North 62°05'42" East 445.07 feet;
thence South 63°59'01" East 325.63 feet;
thence South 20°24'37" East 663.90 feet;
thence South 28°11'56" West 186.92 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 32.17 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.

WilsonMiller, Inc.
Registered Engineers and Land Surveyors

By:_____ Date _____
John P. Maloney, P.S.M. #4493

Ref., 4K-438
Not valid unless embossed with the Professional's seal.

EXHIBIT "B" TO EXHIBIT "4"

6/8/00-79672 Ver: 011-MSale
CA #43
F02S0-024-502--0

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,

OR BK 03534 PG 3744

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:

Description of Hyatt Golf Resort Time Share Parcel,
being a part of Section 5 and 6, Township 47 South,
Range 25 East, Lee County, Florida

All that part of Section 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°47'06" East 552.75 feet;
thence North 13°36'10" West 175.93 feet;
thence North 17°38'44" East 234.48 feet;
thence North 62°05'42" East 445.07 feet;
thence South 63°59'01" East 325.63 feet;
thence South 20°24'37" East 663.90 feet;
thence South 28°11'56" West 186.92 feet;
thence South 16°04'11" East 265.70 feet;

OR BK 03331 PG 3745

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.

Containing 337.83 acres, more or less.

Bearings are based on the east line of said Section 6, being North 01°33'26" West.
Subject to easements, restrictions, reservations and rights-of-way of record.

OR BK 03531 PG 3746

Lot 31B, FLORIDA GULF LAND COMPANY, according to the plat thereof recorded in Plat Book 1, Page 59, of the Public Records of Lee County, Florida

Lot B7 in FLORIDA GULF LAND COMPANY'S SUBDIVISION, as recorded in Plat Book 1, Page 59, of the Public Records of Lee County, Florida; being in Section 5, Township 47 South, Range 25 East, Lee County Florida; TOGETHER with an easement for ingress, egress and roadway and utility purposes over and across the North 30 feet (30') of Lots B8, B9 and B10 in Florida Gulf Land Company's Subdivision, as recorded in Plat Book 1, Page 59, of the Public Records of Lee County, Florida; being in Section 5, Township 47 South, Range 25 East, Lee County Florida

All of Tracts B1, B2, B3, B4, B5, B6, and B26, B27, B28, B29, B30 and B32, South and West of Florida Power & Light Company easement of Florida Gulf Land Company Subdivision, according to the plat thereof as recorded in Plat Book 1, Page 59 of the Public Records of Lee County, Florida, and said land lying and being in Section 5, Township 47 South, Range 25 East, Lee County Florida

EXHIBIT "C" TO EXHIBIT "A"
4 OF 4

Prepared By and Return to:

Brian Belt, Esq.
Shutts & Bowen
1500 Miami Center
201 South Biscayne Boulevard
Miami, Florida 33131

SPACE ABOVE THIS LINE FOR RECORDING

NOTICE OF FAILURE OF CONDITIONS

THIS NOTICE OF FAILURE OF CONDITIONS (the "Notice") made as of this _____ day of _____, 2001 by **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" under that certain Amended and Restated Declaration and General Protective Covenants for Pelican Landing, as more specifically described below ("Declarant") and **Pelican Landing Community Association, Inc.**, a Florida corporation not-for-profit (the "Association").

RECITALS:

A. Declarant recorded an Amended and Restated Declaration and General Protective Covenants for Pelican Landing in Official Records Book 2198, Page 1873 of the Public Records of Lee County, Florida, as same has been subsequently amended and supplemented (collectively, the "Declaration").

B. Declarant and the Association, among others, entered into a Settlement and Turnover Agreement dated _____, 2001 (the "Settlement Agreement").

C. Pursuant to the Settlement Agreement, Declarant agreed to execute and record the _____ Supplement to the Declaration (the "Change of Control Supplement"), which Change of Control Supplement was recorded in Official Records Book _____, Page _____ of the Public Records of Lee County, Florida.

D. Declarant's execution of the Settlement Agreement and the Change of Control Supplement was contingent upon certain conditions precedent and conditions subsequent being satisfied by the Association, all as more particularly set forth in such documents (collectively, the "Conditions").

E. One or more of said Conditions have not been timely satisfied as required by the Settlement Agreement and/or the Change of Control Supplement.

F. Declarant desires to file this Notice to declare and make the Change of Control Supplement null and void.

NOW, THEREFORE, in consideration of the foregoing premises, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

EXHIBIT "N"
Page 1 of 3

1. **Recitals.** The foregoing recitals are true and correct and incorporated herein by reference.

2. **Definitions.** Capitalized terms which are not otherwise defined in this Notice shall have the same name ascribed to such terms in the Declaration.

3. **Failure of Conditions.** The Association has failed to satisfy one or more of the Conditions, and the Change of Control Supplement is hereby deemed null and void for all intents and purposes as if same had never been executed and recorded.

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

Signed, sealed and delivered
in the Presence of:

WCI COMMUNITIES, INC.
a Delaware corporation

_____
Witness

_____
Printed Name of Witness

_____
Witness

_____
Printed Name of Witness

By: _____
Title: _____
Name: _____

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

_____
Witness

_____
Printed Name of Witness

_____
Witness

_____
Printed Name of Witness

By: _____
Title: _____
Name: _____

STATE OF FLORIDA)

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____, 2001 by _____ who is the _____ of WCI COMMUNITIES, INC., a Delaware corporation on behalf of said corporation who is personally known to me or has produced _____ as evidence of identification.

(SEAL)

_____
Signature of Notary Public
Print Name: _____
My Commission Expires:

STATE OF FLORIDA)

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____, 2001 by _____ who is the _____ of Pelican Landing Community Association, Inc. a Florida not-for-profit corporation on behalf of said corporation who is personally known to me or has produced _____ as evidence of identification.

(SEAL)

_____
Signature of Notary Public
Print Name: _____
My Commission Expires:

EXHIBIT "N"
Page 3 of 3

441236-1.RXC/mn

Prepared By and Return to:

Brian Belt, Esq.
Shutts & Bowen
1500 Miami Center
201 South Biscayne Boulevard
Miami, Florida 33131

SPACE ABOVE THIS LINE FOR RECORDING

NOTICE OF SATISFACTION OF CONDITIONS

THIS NOTICE OF FAILURE OF CONDITIONS (the "Notice") made as of this _____ day of _____, 2001 by **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" under that certain Amended and Restated Declaration and General Protective Covenants for Pelican Landing, as more specifically described below ("Declarant") and **Pelican Landing Community Association, Inc.**, a Florida corporation not-for-profit (the "Association").

RECITALS:

A. Declarant recorded an Amended and Restated Declaration and General Protective Covenants for Pelican Landing in Official Records Book 2198, Page 1873 of the Public Records of Lee County, Florida, as same has been subsequently amended and supplemented (collectively, the "Declaration").

B. Declarant and the Association, among others, entered into a Settlement and Turnover Agreement dated_____, 2001 (the "Settlement Agreement").

C. Pursuant to the Settlement Agreement, Declarant agreed to execute and record the _____ Supplement to the Declaration (the "Change of Control Supplement"), which Change of Control Supplement was recorded in Official Records Book _____, Page _____ of the Public Records of Lee County, Florida.

D. Declarant's execution of the Settlement Agreement and the Change of Control Supplement was contingent upon certain conditions precedent and conditions subsequent being satisfied by the Association, all as more particularly set forth in such documents (collectively, the "Conditions").

E. All of said Conditions have been timely satisfied as required by the Settlement Agreement and the Change of Control Supplement.

F. Declarant desires to file this Notice to confirm that all Conditions have been timely satisfied.

NOW, THEREFORE, in consideration of the foregoing premises, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

EXHIBIT "O"
Page 1 of 3

1. **Recitals.** The foregoing recitals are true and correct and incorporated herein by reference.

2. **Definitions.** Capitalized terms which are not otherwise defined in this Notice shall have the same name ascribed to such terms in the Declaration.

3. **Satisfaction of Conditions.** Notice is hereby given that the Association has satisfied all Conditions set forth in the Settlement Agreement and the Change of Control Supplement, and the Change of Control Supplement is hereby ratified and confirmed.

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

Signed, sealed and delivered
in the Presence of:

WCI COMMUNITIES, INC.
a Delaware corporation

_____
Witness

_____
Printed Name of Witness

_____
Witness

_____
Printed Name of Witness

By: _____
Title: _____
Name: _____

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

_____
Witness

_____
Printed Name of Witness

_____
Witness

_____
Printed Name of Witness

By: _____
Title: _____
Name: _____

STATE OF FLORIDA)

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____, 2001 by _____ who is the _____ of WCI COMMUNITIES, INC., a Delaware corporation on behalf of said corporation who is personally known to me or has produced _____ as evidence of identification.

(SEAL)

_____
Signature of Notary Public
Print Name: _____
My Commission Expires:

STATE OF FLORIDA)

COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____, 2001 by _____ who is the _____ of Pelican Landing Community Association, Inc. a Florida not-for-profit corporation on behalf of said corporation who is personally known to me or has produced _____ as evidence of identification.

(SEAL)

_____
Signature of Notary Public
Print Name: _____
My Commission Expires:

EXHIBIT "O"
Page 3 of 3

441236-1.RXC/mn

LEGAL DESCRIPTION
(Redfish Point)

All of Tract "N", PELICAN LANDING UNIT FIVE, according to the plat thereof recorded in Plat Book 59, Pages 11 through 16, inclusive, of the Public Records of Lee County, Florida.

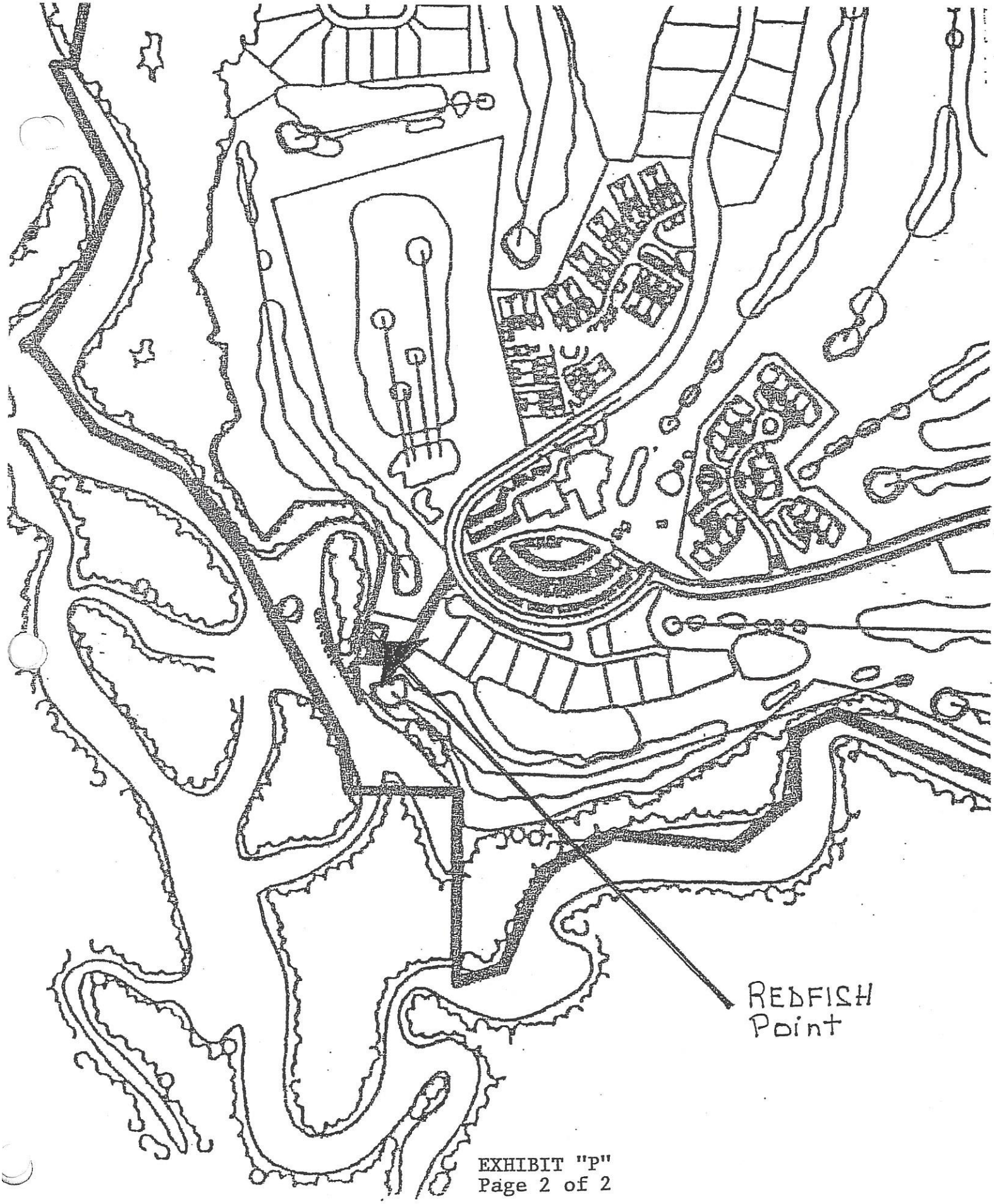


EXHIBIT "P"
Page 2 of 2

_____, 2001

Mr. Kirby B. Green III
Deputy Secretary
The Florida Department of Environmental Protection
Marjory Stoneman Douglas Building
3900 Commonwealth Boulevard
Tallahassee, Florida 32399-3000

RE: Lease No. 361933749 (WCI Communities, L.P./Coconut Point Marina)
Lease No. 361857565 (Pelican Landing Community Association, Inc./Big Hickory Island Shuttle Boat Dock) (collectively, the "Leases")

Ladies and Gentlemen:

On September ___, 2001 WCI Communities, Inc., Hyatt Equities, L.L.C., Pelican Landing Timeshare Ventures Limited Partnership, Pelican Landing Golf Ventures Limited Partnership, Community Action Fund, Inc., The Residential Association, Inc., and The Pelican Landing Community Association entered into an agreement (the "Agreement") regarding, among other things, use of the docks (the "Docks") which are the subject of the Leases by Hyatt Equities, L.L.C., its hotel guests, and occupants of a Hyatt-sponsored timeshare development in Pelican Landing. On their own behalf and on behalf of their members, the undersigned wish to inform you that, notwithstanding any complaints you may have previously received from residents of Pelican Landing or The Residential Association, Inc., the undersigned support use of the Docks by Hyatt, its guests, and timeshare users in the manner contemplated by the Agreement. All complaints previously registered by the undersigned and their members alleging a violation by Hyatt, its guests or timeshare users of the Leases or any dock permit obtained from your department are hereby withdrawn.

THE PELICAN LANDING COMMUNITY ASSOCIATION

By:_____
Name:_____
Title: _____

THE RESIDENTIAL ASSOCIATION, INC.

By:_____
Name: _____
Title: _____

COMMUNITY ACTION FUND, INC.

By:_____
Name:_____
Title:_____

cc: Rick Muratti, Esquire,
Assistant General Counsel, DEP

Richard W. Cantrell, DEP,
South District Office
Fort Myers, FL

_____, 2001

Lee County Board of County Commissioners
2120 Main Street
Fort Myers, Florida 33901

RE: Beach Park (the "Beach Park") owned by the Pelican Landing Community Association at Big Hickory Island

Ladies and Gentlemen:

On _____, WCI Communities, Inc., Hyatt Equities, L.L.C., Pelican Landing Timeshare Ventures Limited Partnership, Pelican Landing Golf Ventures Limited Partnership, Community Action Fund, Inc., The Residential Association, Inc., and The Pelican Landing Community Association entered into an agreement (the "Agreement") regarding, among other things, use of the Beach Park by Hyatt Equities, L.L.C., its hotel guests, and occupants of a Hyatt-sponsored timeshare development in Pelican Landing. Execution of such Agreement has been approved by the residents of Pelican Landing. On their own behalf and on behalf of their members, the undersigned wish to inform you that, notwithstanding any complaints you may have previously received from residents of Pelican Landing, Community Action Fund, Inc., or The Residential Association, Inc., the undersigned support use of the Beach Park by Hyatt, its guests, and timeshare users in the manner contemplated by the Agreement. All complaints previously registered by the undersigned and their members alleging any violation by Hyatt, its guests or timeshare users of the zoning for the Beach Park, the DRI Development order, the local development order for the area, the conservation easement granted to Lee County encumbering the Beach Park, or any permits issued by Lee County relevant to the Beach Park are hereby withdrawn.

THE PELICAN LANDING COMMUNITY ASSOCIATION

By:_____
Name:_____
Title: _____

THE RESIDENTIAL ASSOCIATION, INC.

By:_____
Name: _____
Title: _____

COMMUNITY ACTION FUND, INC.

By:_____
Name:_____
Title:_____

cc: Robert Janes – District #1
Douglas St. Cerny – Chairman – District #2
Raymond Judah – District #3
Andrew Coy – Vice Chairman, District #4
John Albion – District #5

_____, 2001

City of Bonita Springs
9220 Bonita Beach Road, Suite 111
Bonita Springs, Florida 34135

RE: Beach Park (the "Beach Park") owned by the Pelican Landing Community Association at Big Hickory Island

Ladies and Gentlemen:

On September ___, 2001 WCI Communities, Inc., Hyatt Equities, L.L.C., Pelican Landing Timeshare Ventures Limited Partnership, Pelican Landing Golf Ventures Limited Partnership, Community Action Fund, Inc., The Residential Association, Inc., and The Pelican Landing Community Association entered into an agreement (the "Agreement") regarding, among other things, use of the Beach Park by Hyatt Equities, L.L.C., its hotel guests, and occupants of a Hyatt-sponsored timeshare development in Pelican Landing. Execution of such Agreement has been approved by the residents of Pelican Landing. On their own behalf and on behalf of their members, the undersigned wish to inform you that, notwithstanding any complaints you may have previously received from residents of Pelican Landing, Community Action Fund, Inc., or The Residential Association, Inc., the undersigned support use of the Beach Park by Hyatt, its guests, and timeshare users in the manner contemplated by the Agreement. All complaints previously registered by the undersigned and their members alleging any violation of the zoning for the Beach Park by Hyatt, its guests, and timeshare users are hereby withdrawn, and the undersigned hereby endorse adoption by the City of Bonita Springs of the attached resolution].

THE PELICAN LANDING COMMUNITY ASSOCIATION

By:_____
Name:_____
Title: _____

THE RESIDENTIAL ASSOCIATION, INC.

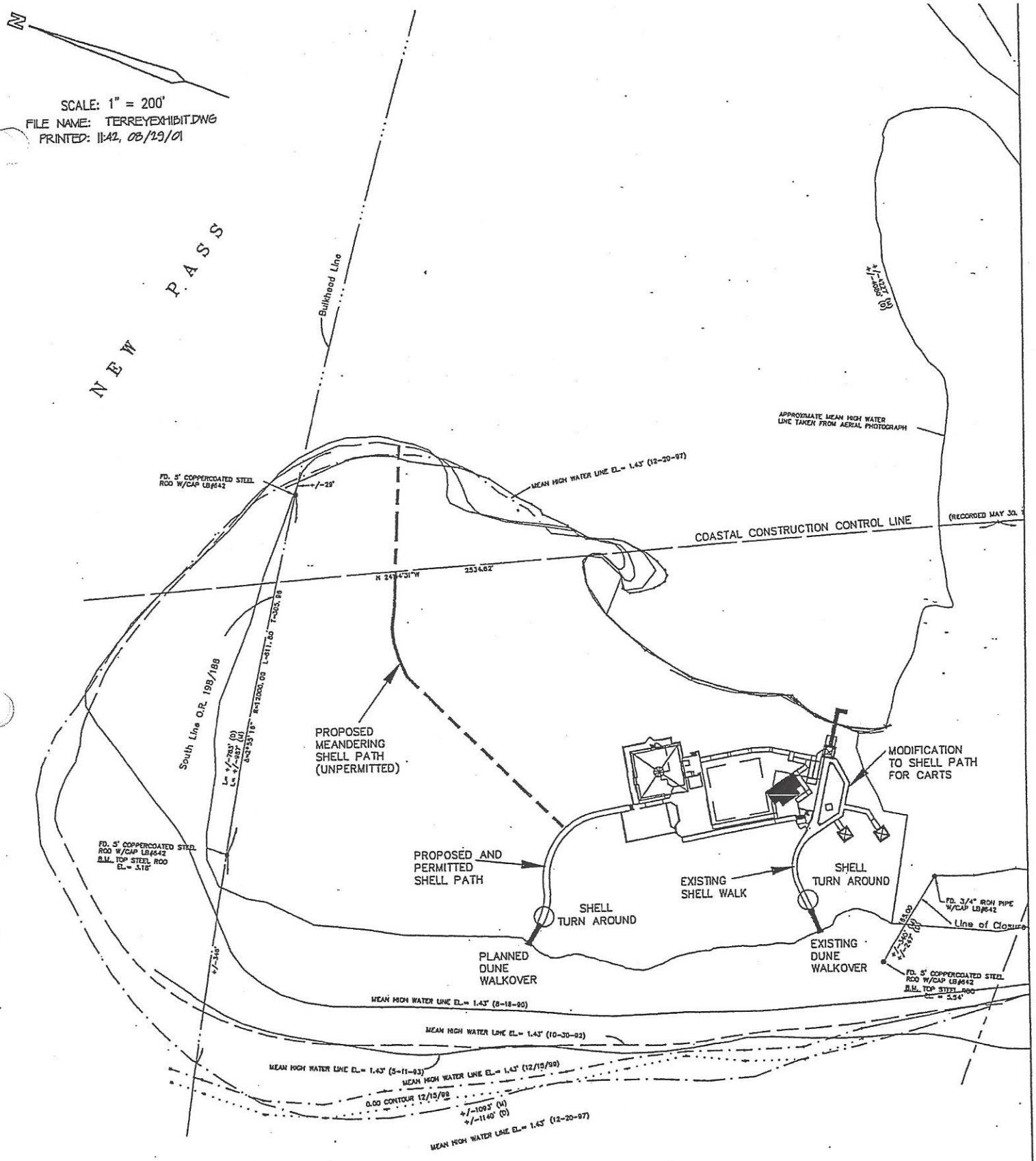
By:_____
Name: _____
Title: _____

COMMUNITY ACTION FUND, INC.

By:_____
Name:_____
Title:_____

cc: Audrey Vance, City Attorney
Gary A. Price, City Manager
Paul D. Pass, Mayor

Councilmen:
Wayne Edsall – District #1
Jay G. Arend, Vice Mayor – District #2
Robert Wagner – District #3
John C. Warfield – District #4
David Piper, Jr. – District #5
Ben Nelson, Jr. – District #6



GULF OF MEXICO

EXHIBIT "R"

PELICAN LANDING BEACH PARK – PEDESTRIAN ACCESS

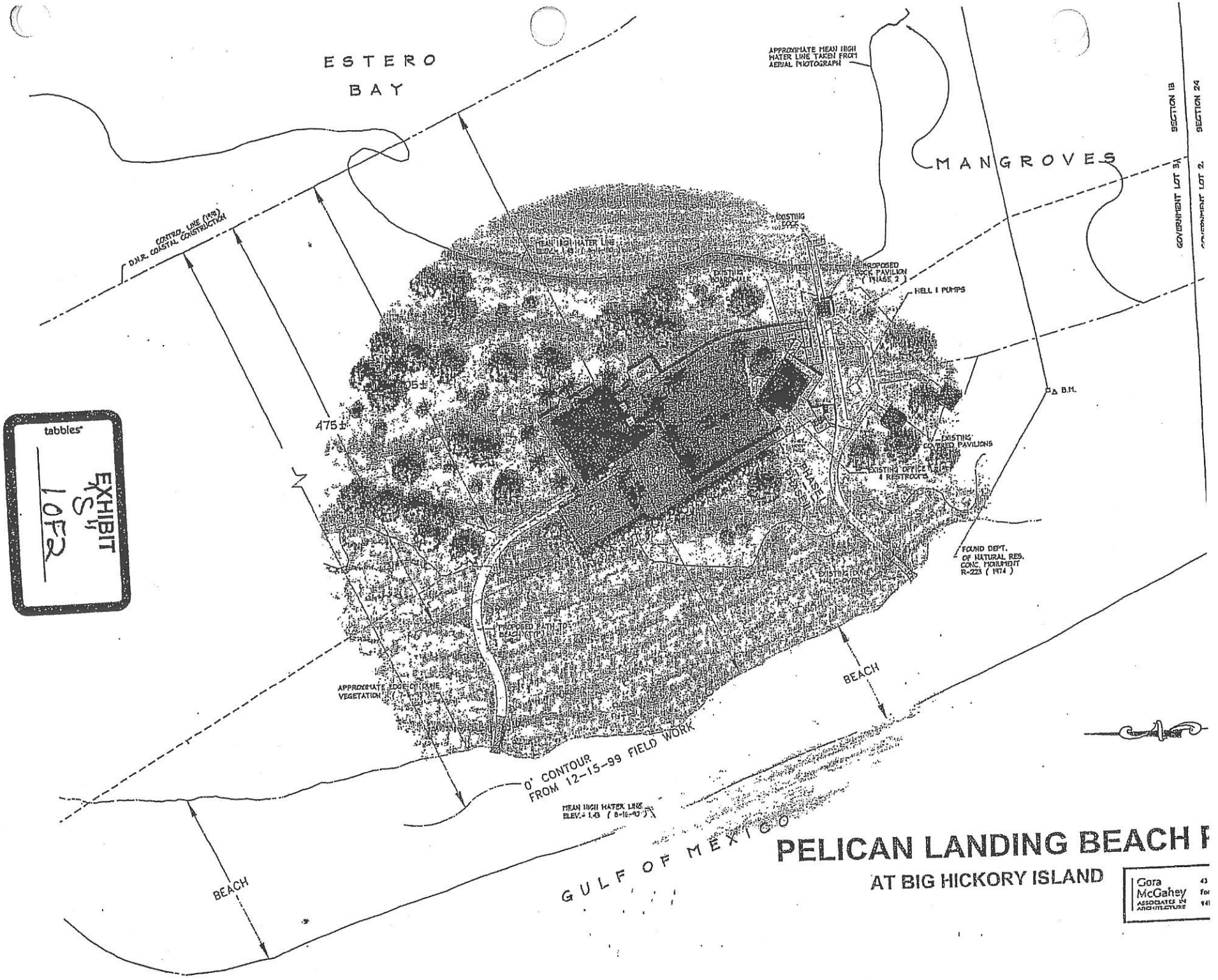


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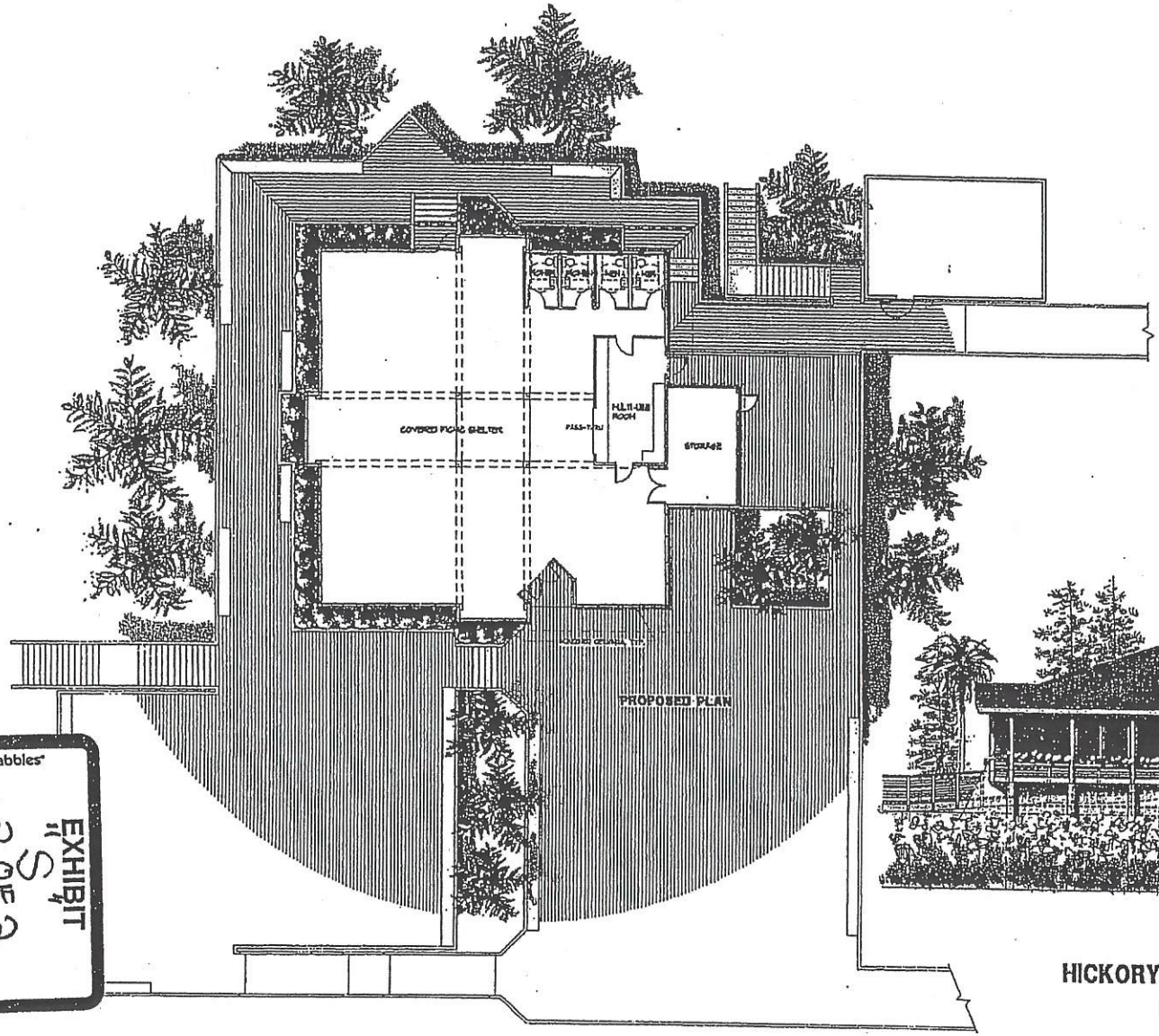
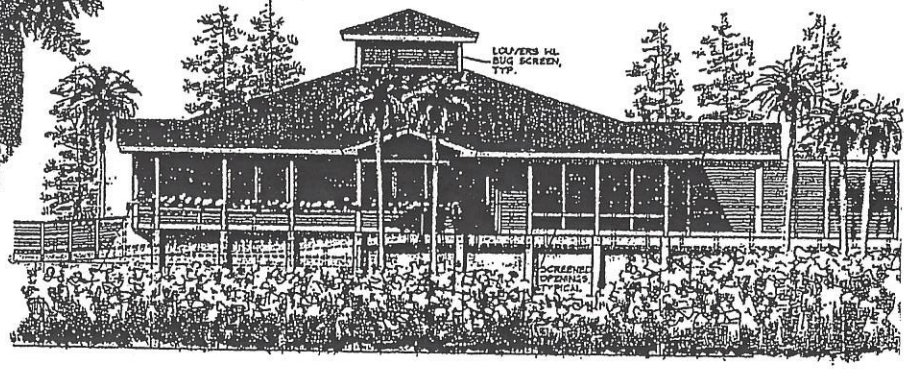
EXHIBIT
1 OF 2





PROPOSED ELEVATION

HICKORY ISLAND PICNIC SHELTER
BONITA BEACH, FLORIDA

JOB NO. 44010 12/4/01

Gora McGahey ASSOCIATES IN ARCHITECTURE
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