

Prepared By and To Be Returned To:
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FIFTH AMENDMENT TO TOWN CENTER DECLARATION FOR PELICAN PRESERVE

THIS FIFTH AMENDMENT TO TOWN CENTER DECLARATION FOR PELICAN PRESERVE ("Fifth Amendment") is made by WCI Communities, LLC, a Delaware limited liability company authorized to do business in Florida, as successor in interest to Bay Colony-Gateway, Inc., and its successors, assigns and designees ("WCI").

WITNESSETH:

WHEREAS, the Town Center Declaration for Pelican Preserve was recorded on December 7, 2001, in Official Records Book 3535, Page 4496, public records of Lee County, Florida, as amended and supplemented from time to time (collectively, "Declaration"); and

WHEREAS, WCI is the Declarant and Town Center Owner under the Declaration; and

WHEREAS, WCI now desires to amend the Declaration in accordance with the provisions of Section 9.12 thereof, as more specifically described hereinafter;

NOW, THEREFORE, Declarant hereby states as follows (where applicable, double-underlined text has been added and ~~strikeout text~~ has been deleted):

1. The foregoing recitals are true and correct and are deemed incorporated herein as if fully stated hereinafter.

2. Section 5.2.1 of the Declaration is hereby amended to read as follows:

5.2.1 Town Center Membership Fee. The Owner of a Home shall pay in advance, without setoff or reduction, to the Town Center Owner, or its designee, the Town Center Membership Fee, based upon the following:

\$500 for the period December 1, 2001 – November 30, 2002
\$540 for the period December 1, 2002 – November 30, 2003
\$583 for the period December 1, 2003 – November 30, 2004
\$630 for the period December 1, 2004 – November 30, 2005
\$681 for the period December 1, 2005 – November 30, 2006
\$735 for the period December 1, 2006 – November 30, 2007
\$794 for the period December 1, 2007 – November 30, 2008
\$857 for the period December 1, 2008 – November 30, 2009
\$926 for the period December 1, 2009 – November 30, 2010
\$1,000 for the period December 1, 2010 – November 30, 2011

On December 1 of each subsequent year thereafter, the Town Center Membership Fee may be increased by the Town Center Owner in an amount not to exceed 10% over and above the prior year's Town Center Membership Fee. The Town Center Owner may, but shall not be obligated to, decrease the Town

Center Membership Fees in its sole discretion at any time. If the Town Center Owner elects to decrease or increase the Town Center Membership Fees from time to time, the Town Center Owner shall notify each Owner of such decrease or increase by sending written notice of the same to the street address of such Owner's Home. Notwithstanding the foregoing, the Town Center Owner, in its sole discretion, may require the Owner of a Home to pay the Town Center Membership Fee on an annual or other basis in advance, based on prior poor payment history or other financial concerns.

3. Section 5.2.2 of the Declaration is amended to read as follows:

5.2.2. Town Center Expenses Fee. Separate and apart from the Town Center Membership Fee, each Owner agrees to pay, without setoff or reduction, to the Town Center Owner, or its designees, the Town Center Expenses Fee, which shall be equal to a pro rata portion of the Town Center Owner's costs and expenses ~~necessary and required for the costs and expenses~~ of owning, operating, managing, maintaining and insuring the Town Center and the Town Center Facilities. For purposes of clarity, the Town Center Expenses Fee shall be calculated following application of revenues from goods and services sold or provided at the Town Center Facilities (exclusive of the costs and expenses for individualized services paid directly by a Member to a third party provider, such as, but not necessarily limited to, tennis lessons, fitness trainers and massage therapists; all payments for such services are and would be made by the Member to the Town Center Owner, and the Town Center Owner remits such funds directly to the third party provider of such services without reduction in the payment amount for any reason). The Town Center Owner, in its sole discretion, may require the Owner of a Home to pay the Town Center Expenses Fee on an annual or other basis in advance, based on prior poor payment history or other financial concerns.

4. Except as modified by this Fifth Amendment, the Declaration remains valid and in full force and effect. In the event of a conflict between the provisions of this Fifth Amendment and the provisions of the Declaration prior to the effective date hereof, the provisions of this Fifth Amendment shall control.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, WCI, as Declarant and Town Center Owner, has caused this Fifth Amendment to be executed by its authorized officer and affixed its corporate seal as of this 4 day of January, 2014.

WITNESSES:

WCI Communities, LLC, a Delaware limited liability company authorized to do business in Florida, as successor in interest to Bay Colony-Gateway, Inc.

Signature: [Handwritten Signature]
Printed Name: Nicole Swartz

By: [Handwritten Signature]
Paul Erhardt, Senior Vice-President

Signature: [Handwritten Signature]
Printed Name: LEDIA METAJ

SEAL

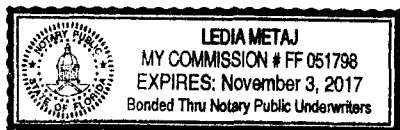
STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me this 27 day of January, 2014, by Paul Erhardt, as Senior Vice-President, of WCI Communities, LLC, a Delaware limited liability company authorized to do business in Florida. He is personally known to me or has produced as identification.

My Commission Expires:

[Handwritten Signature]
(Signature)

Name: LEDIA METAJ
(Legibly Printed)



Notary Public, State of Florida

FF051798
(Commission Number, if any)