

PREPARED BY AND TO BE RETURNED TO:
Robert S. Freedman, Esquire
Carlton Fields, P.A.
4221 W. Boy Scout Boulevard, Suite 1000
Tampa, Florida 33607
813-223-7000

**SIXTH AMENDMENT TO
COMMUNITY DECLARATION FOR PELICAN PRESERVE**

THIS SIXTH AMENDMENT TO COMMUNITY DECLARATION FOR PELICAN PRESERVE ("Amendment") is made by WCI Communities, LLC, a Delaware limited liability company authorized to do business in Florida ("WCI" or "Declarant"), as successor in interest to Bay Colony-Gateway, Inc., a Delaware corporation.

WITNESSETH:

WHEREAS, the Community Declaration for Pelican Preserve (originally entitled "Community Declaration for Sun City Center Ft. Myers") was recorded on December 7, 2001, in Official Records Book 3535, Page 4531, public records of Lee County, Florida, as amended and supplemented from time to time (collectively, the "Declaration"); and

WHEREAS, Section 23.1.1 of the Declaration allows Declarant to amend the Declaration without the approval or joinder of any other party at any time prior to the date on which Declarant has conveyed 90% of the Homes that may be constructed within the Community; and

WHEREAS, WCI is the Declarant under the Declaration and has not yet conveyed 90% of the Homes that may be constructed within the Community; and

WHEREAS, Declarant desires to clarify the collection of overdue assessments following the acquisition of title though foreclosure or a deed in lieu of foreclosure, as more specifically provided hereinafter;

NOW, THEREFORE, in consideration of the foregoing, Declarant declares the following:

1. **Recitals**. The foregoing recitals are true and correct and are incorporated herein as if fully set forth hereinafter.

2. **Defined Terms**. All terms not specifically defined in this Amendment shall be interpreted as having the meaning set forth in the Declaration.

3. **Amendment to Declaration**. Section 18.1.2 of the Declaration is hereby deleted and replaced with the following:

18.1.2 **Subordination of the Lien to First Mortgages.**

18.1.2.1 The claim of lien filed by the Community Association shall be subordinate to the lien of any First Mortgage held by a First Mortgagee recorded and valid before the effective date of this provision.

18.1.2.2 If a Mortgage against a Lot (i) is properly recorded as a First Mortgage before the Community Association's claim of lien is recorded and (ii) maintains First

Mortgage priority, then the liability of the Lot and the First Mortgagee (and its successor or assignee who acquires title to the Lot by foreclosure or by deed in lieu of foreclosure, but only if the successor or assignee is the subsequent holder of the First Mortgage) for the unpaid Assessments that became due before the First Mortgagee's acquisition of title is limited, in accordance with the applicable provisions of Chapter 720, Florida Statutes, to the lesser of:

18.1.2.2.1 The Lot's unpaid Assessments which accrued or came due during the twelve (12) months immediately preceding the acquisition of title or for which payment in full has not been received by the Community Association; or,

18.1.2.2.2 One percent (1%) of the original debt secured by the First Mortgage.

18.1.2.3 The limitation of liability for payment of Assessments contained in this Section applies only if the First Mortgagee joins the Community Association as a defendant in the foreclosure action; however, joinder of the Community Association is not required if, on the date the foreclosure complaint is filed, the Community Association was dissolved or did not maintain an office or agent for service of process at a location which was known to or reasonably discoverable by the First Mortgagee.

18.1.2.4 All unpaid Assessments as a result of this exception are Common Expenses, collectible from all of the Homeowners, including the new Homeowner and the Homeowner's successors and assigns. Such new Homeowner is not excused from liability for any Assessments against the Homeowner's Lot which accrue after the Homeowner's acquisition of title; provided, however, that if the Community Association is the grantee, it is excused from payment. Notwithstanding the foregoing, First Mortgagee shall be exempt from liability for Assessments coming due before the First Mortgagee receives title to the Lot as the result of a foreclosure or deed-in-lieu of foreclosure.

18.1.2.5 The Community Association may give any encumbrancer of record 30 days' notice within which to cure such delinquency before instituting foreclosure proceedings against the Lot. Any encumbrancer holding a lien on a Lot may pay, but is not required to pay, any amounts secured by the lien established by this Section; upon such payment, such encumbrancer will be subrogated to all rights of the Community Association with respect to such lien, including priority.

18.1.2.6 The liability limitations contained in this Section for First Mortgagees shall be expanded in the Community Association's favor to the fullest extent permitted by the applicable provisions of Chapter 720, Florida Statutes, as amended from time to time.

18.1.2.7 Notwithstanding anything herein to the contrary, the provisions of this Section 18.1.2 may not be interpreted or applied in a manner that impairs or otherwise diminishes, in any manner, any preexisting rights of Declarant's lender or its successors or assigns.

4. Ratification. The Declaration, as amended and modified by this Amendment, is ratified and confirmed. Except as otherwise modified by this Amendment, the Declaration remains valid and in full force and effect.

5. Conflict. In the event of a conflict between this Amendment and the provisions of the Declaration, the provisions of this Amendment will control.

6. Effective Date. This Amendment is effective upon the date it is recorded in the public records of Lee County, Florida.

IN WITNESS WHEREOF, Declarant has caused this Amendment to be executed by the individual named below, who has authority to execute this Amendment behalf of Declarant, on this 16th day of April, 2013.

WITNESSES:

WCI COMMUNITIES, LLC,

a Delaware limited liability company

Signature: [Handwritten Signature]
Printed Name: DAVID CALDWELL

[Handwritten Signature]
Paul Erhardt, Senior Vice-President,
Community Development & Operations

Signature: [Handwritten Signature]
Printed Name: LEDIA METAJ

SEAL

STATE OF FLORIDA
COUNTY OF Lee

The foregoing instrument was acknowledged before me this 16th day of April, 2013, by Paul Erhardt, as Senior Vice-President, Community Development & Operations, of WCI Communities, LLC, a Delaware limited liability company authorized to do business in Florida, as successor in interest to Bay Colony-Gateway, Inc., a Delaware corporation. He either is personally known to me or has produced _____ as identification.

My Commission Expires:

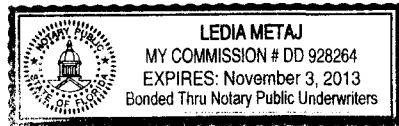
[Handwritten Signature]
(Signature)

Name: LEDIA METAJ
(Legibly Printed)

(AFFIX NOTARY SEAL)

Notary Public, State of Florida

DD 928264
(Commission Number, if any)




CONSENT OF MORTGAGEE


Regarding recordation of Sixth Amendment to Community Declaration for Pelican Preserve

WILMINGTON TRUST, NATIONAL ASSOCIATION ("*Wilmington*"), the holder of that certain Multistate Mortgage, Assignment of Leases and Rents, Security Agreement, and Fixture Filing executed by **WCI COMMUNITIES, LLC** ("*WCI*"), in favor of **Wilmington**, as Collateral Agent ("*Mortgagee*"), dated June 8, 2012 and recorded on June 11, 2012, Instrument #2012000128823 in the Official Records of Lee County, Florida, (the foregoing as amended, restated or modified from time to time, the "*Mortgage*"), which Mortgage constitutes a lien and encumbrance upon the real property described in the within and the foregoing Sixth Amendment to Community Declaration for Pelican Preserve attached hereto (the "*Amendment*"), hereby consents to WCI subjecting the real property described in the Declaration (defined in the Amendment) to the provisions of the Amendment and agrees that the Amendment shall be binding upon the present and future owners of the real property covered by the Amendment. Notwithstanding the execution of this consent, nothing herein shall be construed to render the Mortgagee responsible or liable for the performance of any of the covenants or undertakings of WCI or any other party under the Amendment, nor shall this consent affect the priority of the lien of the Mortgage or the interest of the Mortgagee in the real property encumbered by the Mortgage.

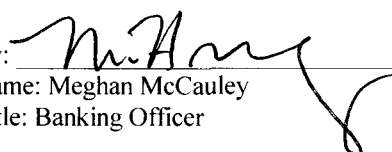
Dated this 10 day of April, 2013.

Witnessed by:


Name: Hallie Field

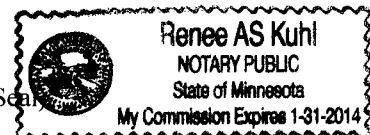

Name: Jessica Jankiewicz

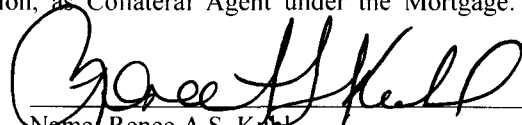
WILMINGTON TRUST, NATIONAL ASSOCIATION, as Collateral Agent under Mortgage

By: 
Name: Meghan McCauley
Title: Banking Officer

STATE OF MINNESOTA)
)
COUNTY OF HENNEPIN)

The foregoing instrument was acknowledged before me this 10 day of April, 2013, by Meghan McCauley as Banking Officer of Wilmington Trust, National Association, as Collateral Agent under the Mortgage. She is personally known to me.

(Notarial Seal) 
My Commission Expires: 01/31/2014


Name: Renee A.S. Kuhl
Commission No.: 31033184
Notary Public, State of Minnesota