

Prepared By and To Be Returned To:
ROBERT S. FREEDMAN, ESQUIRE
CARLTON FIELDS, P.A.
Post Office Box 3239
Tampa, Florida 33601-3239

INSTR # 5370018
OR BK 03588 PG 2856
RECORDED 03/04/02 04:48 PM
CHARLIE GREEN CLERK OF COURT
LEE COUNTY
RECORDING FEE 19.50
DEPUTY CLERK L Parent

**SECOND AMENDMENT TO COMMUNITY DECLARATION
FOR SUN CITY CENTER FT. MYERS**

THIS SECOND AMENDMENT TO COMMUNITY DECLARATION FOR SUN CITY CENTER FT. MYERS ("Second Amendment") is made by Bay Colony-Gateway, Inc., a Delaware corporation ("BCG").

WITNESSETH:

WHEREAS, the 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 ("Declaration"); and

WHEREAS, BCG is the Declarant under the Declaration; and

WHEREAS, BCG now desires to amend certain provisions of the Declaration in accordance with the provisions of Article 23 thereof, as more specifically described hereinafter;

NOW, THEREFORE, Declarant hereby states as follows:

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

2. Section 5.1 of the Declaration is hereby amended to read as follows (CODING: double-underlined text has been added):

5.1 Age Restrictions. The Residential Property of the Community is an age-restricted community. Each Home, if occupied, shall be occupied by at least one person 55 years of age or older (hereinafter referred to as the "Community Age Restriction"); provided, however, that upon written petition, the Board of Directors may grant a waiver of this restriction only to persons at least 40 years of age (based upon birthdate) but no greater than 55 years of age (based upon birthdate) if at least one person 40 years of age or older will occupy the Home that is the subject of the petition and the result of such waiver would result in at least 80% of all the Homes in the Community being occupied by at least one person 55 years of age or older. The Board of Directors may grant such waiver for a limited time period and upon such terms and conditions as deemed necessary by the Board of Directors to protect the age-restricted character of the Community. No children under the age of 18 years of age shall occupy any Home; provided, however, that such children may visit and temporarily occupy such Home for periods not to exceed 30 days in any calendar year. The Community Age Restriction shall be controlling over any provision contained in a Neighborhood Declaration pertaining to age (except in the case of a more restrictive provision which is permitted under applicable law, in which event the more restrictive provision shall control), but in any event the Community Association shall be the sole entity charged with overseeing compliance with all age restriction matters in the Community.

Notwithstanding anything herein to the contrary, the Community Association shall have the power and authority to implement whatever rules, policies and procedures are necessary to permit the housing facilities and Neighborhoods within the Property to comply with applicable provisions of the Fair Housing Act relating to an age-restricted community. These rules, policies and procedures include, but are not limited to, occupant age verification and periodic occupant surveys.

Notwithstanding anything in this Declaration to the contrary, for a period of not less than thirty (30) years from the effective date of this Declaration, no amendment to this Section 5.1 shall have the effect of (a) revoking the age restrictions stated in this Section 5.1 or (b) removing or otherwise circumventing the intended age-restricted character of the Community as expressed in this Section 5.1.

3. Except as modified by this Second Amendment, the Declaration remains valid and in full force and effect.

IN WITNESS WHEREOF, Declarant has caused this Second Amendment to be executed by its authorized officer and affixed its corporate seal as of this 27 day of February, 2002.

WITNESSES:

Bay Colony-Gateway, Inc., a Delaware corporation

Name: Denise Lavery
Print Name: Denise Lavery

By: [Signature]
Tim Oak, Vice President

Name: Lynn Wells
Print Name: Lynn Wells

(Corporate Seal)

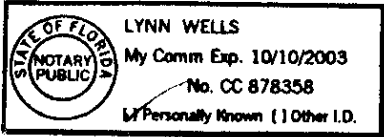
STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me this 27 day of February, 2002, by Tim Oak, as Vice President of Bay Colony-Gateway, Inc., a Delaware corporation, on behalf of the corporation. He is personally known to me.

My Commission Expires: 10/10/03
(AFFIX NOTARY SEAL)

[Signature]
(Signature)

Name: Lynn Wells
(Legibly Printed or Typed)
Notary Public, State of Florida
CC 878358
(Commission Number, if any)



JOINDER AND CONSENT

Sun City Center Ft. Myers Community Association, Inc., a Florida not-for-profit corporation, hereby joins in and consents to the terms and provisions of the Second Amendment to Community Declaration for Sun City Center Ft. Myers to which this instrument is attached.

Dated this 27 day of February, 2002.

WITNESSES:

Sun City Center Ft. Myers Community Association, Inc., a Florida not-for-profit corporation

Name: Denise Lavery
Print Name: Denise Lavery

By: [Signature]
Tim Oak, President

Name: Lynn Wells
Print Name: Lynn Wells

(Corporate Seal)

STATE OF FLORIDA
COUNTY OF LEE

The foregoing instrument was acknowledged before me this 27 day of February, 2002, by Tim Oak, as President of Sun City Center Ft. Myers Community Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation. He is personally known to me.

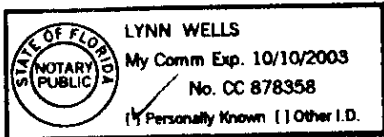
My Commission Expires: 10/10/03

(AFFIX NOTARY SEAL)

[Signature]
(Signature)

Name: Lynn Wells
(Legibly Printed or Typed)
Notary Public, State of Florida

CC 878358
(Commission Number, if any)



**CONSENT OF MORTGAGEE REGARDING SECOND AMENDMENT TO
COMMUNITY DECLARATION FOR SUN CITY CENTER FT. MYERS**

Fleet National Bank, f/k/a BankBoston, N.A., a national banking association, as Agent for the Banks (the "Mortgagee"), the holder of that certain Second Consolidated, Amended and Restated Mortgage and Security Agreement and Notice of Future Advance, dated April 26, 2000 and recorded in Official Records Book 3248, Page 3065, of the Public Records of Lee County, Florida (the "Mortgage"), which Mortgage constitutes a continuing lien upon those portions of the real property described in the Community Declaration for Sun City Center Ft. Myers dated December 4, 2001, and recorded on December 7, 2001, in Official Records Book 3535, Page 4531, public records of Lee County, Florida as amended (the "Declaration"), and as owned by Bay Colony-Gateway, Inc., a Delaware corporation (the "Declarant"), hereby consents to Declarant's recording the Second Amendment to the Declaration to which this consent instrument is attached.

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 Declarant under the Declaration nor shall this consent affect the priority of the Mortgage lien and interest of the Mortgagee.

Dated this 20 day of February, 2002.

WITNESSES:

Fleet National Bank, f/k/a BankBoston, N.A., a national banking association

[Signature]
Name: OLIVIA A. NARA

By: [Signature]
Steven P. Selbo, Director

[Signature]
Name: [Signature]

(SEAL)

STATE OF GEORGIA
COUNTY OF DeKalb

The foregoing instrument was acknowledged before me this 20th day of February, 2002, by Steven P. Selbo, as Director of Fleet National Bank, f/k/a/ BankBoston, N.A., who either is personally known to me or has produced _____ as identification.

My Commission Expires: _____
OFFICIAL NOTARY SEAL
(AFFIX NOTARY SEAL) **CHERYL GEOFFRION**
NOTARY PUBLIC STATE OF GEORGIA
COUNTY OF GWINNETT
MY COMMISSION EXPIRES APRIL 30, 2004

[Signature]
(Signature)
Name: CHERYL GEOFFRION
(Legibly Printed)
Notary Public, State of Georgia

(Commission Number, if any)