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AMENDMENT NO. 1 TO THE
FORTY-THIRD SUPPLEMENT
TO THE
AMENDED AND RESTATED DECLARATION
AND GENERAL PROTECTIVE COVENANTS
FOR
PELICAN LANDING
(The Sanctuary at Pelican Landing)
(formerly Windsor at Pelican Landing)

This Amendment No. 1 to the Forty-Third Supplement to the Amended and Restated Declaration and General Protective Covenants for Pelican Landing (The Sanctuary at Pelican Landing)(formerly Windsor at Pelican Landing), (the "AMENDMENT"), is made this 29 day of August, 1997, by WCI COMMUNITIES LIMITED PARTNERSHIP, successor to WCN Communities, Inc. (formerly Westinghouse Communities of Naples, Inc.) a Delaware limited partnership, which was Declarant of that particular AMENDED AND RESTATED DECLARATION AND GENERAL PROTECTIVE COVENANTS FOR PELICAN LANDING (hereinafter referred to as "DECLARANT"), and is also made by WINDSOR AT PELICAN LANDING, LTD., a Florida limited partnership (hereinafter referred to as "WINDSOR"), which is the owner of the real property described in Exhibit "A" attached hereto and incorporated herein by reference (hereinafter referred to as the "NEIGHBORHOOD").

WITNESSETH:

WHEREAS, DECLARANT has recorded the Amended and Restated Declaration and General Protective Covenants for Pelican Landing (hereinafter referred to as DECLARATION) at official Records Book 2198, Pages 1873 through 2026, inclusive, of the Public Records of Lee County, Florida, as amended;

WHEREAS in accordance with the terms of the DECLARATION, DECLARANT has subjected all of the NEIGHBORHOOD to the DECLARATION and to the jurisdiction of the Pelican Landing Community Association, Inc., by the filing of the FORTY-THIRD SUPPLEMENT TO THE AMENDED AND RESTATED DECLARATION AND GENERAL PROTECTIVE COVENANTS FOR PELICAN LANDING (Windsor at Pelican Landing) at Official Records Book 2761, Page 1357 of the Public Records of Lee County Florida (the "FORTY-THIRD SUPPLEMENT");

WHEREAS, Article XIII of the DECLARATION reserves the right to the DECLARANT, in its sole discretion, to make amendments to the DECLARATION until the termination of the Class "B" Control Period and the Class "B" Control Period has not terminated;

WHEREAS, Article XIII of the DECLARATION provides that Supplemental Declarations need only be executed by Declarant alone;

RECORD VERIFIED - CHARLIE GREEN, CLERK
 BY: C. KELLER, D.C.

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WHEREAS, DECLARANT has conveyed the title to the NEIGHBORHOOD to WINDSOR; and

WHEREAS, DECLARANT and WINDSOR desire to amend the FORTY-THIRD SUPPLEMENT to reflect the change in the Neighborhood name to the Sanctuary at Pelican Landing and to incorporate the changes set forth herein.

A M E N D M E N T :

NOW THEREFORE, DECLARANT and WINDSOR hereby amend the FORTY-THIRD SUPPLEMENT as follows:

A. The name of the NEIGHBORHOOD is hereby changed from Windsor at Pelican Landing to The Sanctuary at Pelican Landing.

B. Article II, Section 2.a.ii, is hereby amended to delete the setback requirement from Pelican Colony Boulevard by deleting the sentence "All setbacks from Pelican Colony Boulevard shall be 30 feet."

C. Article II, Section 2.a.iii, is hereby amended to change the rear LOT line setback line for LOTS 1-19 from 30 feet to 20 feet, so that Section 2.a.iii states as follows:

- iii. Rear LOT line (LOTS 1-19, along wetland): 20 feet
- Rear LOT line (LOTS 19-52, where abutting lake): 20 feet
- Rear LOT line (LOTS 33, 34, 38, 39, & 46):
 - Principal structure 20 feet
 - Screen enclosure 10 feet

All setbacks are measured to structure of building walls. Roof and structure overhangs may encroach into setback areas provided they do not encroach into any easement without specific written approvals from the entity(ies) to whom the easement was granted and from Lee County.

D. Article II, Section 3, is hereby amended to state as follows:

3. BUFFER AREAS

LOTS 6 through 19 are subject to a fifteen (15') foot wide Buffer Area easement along the rear of the property line which shall be designated as a Buffer Area on the plat for the NEIGHBORHOOD. The Buffer Area shall overlap a portion of the Water Management Access Easement as described in Section 5 below. Each of the OWNERS of LOTS 6 through 19 shall maintain the portion of the existing Buffer Area berm that lies within their property in such a manner that the elevation of the berm shall be a minimum of seventeen and three-quarters feet (17.75') above sea level when measured at a distance of twenty three and one-

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quarter feet (23.25') from the rear property line.

E. Article II, Section 4, is hereby amended to state as follows:

F. CONSERVATION AREAS

If the plat for the NEIGHBORHOOD, when filed, contains portions of the NEIGHBORHOOD which are designated as Conservation Areas, such portions of the NEIGHBORHOOD so designated shall be subject to a Grant of Conservation Easement in favor of BICDD and SFWMD to be recorded in the Public Records of Lee County, Florida. Any acts of uses detrimental to the retention of such Conservation Areas in their natural condition are prohibited.

G. Article II, Section 5, is hereby amended to state as follows:

5. WATER MANAGEMENT ACCESS

LOTS 6 through 19 of the NEIGHBORHOOD are subject to a fifteen (15') foot wide access easement along the rear property line, which access easement shall overlap the Buffer Area (described in Article II, Section 3 above and which runs along the rear property lines of LOTS 6 through 19), and which access is for purposes of construction, repair and maintenance of water management berm and to provide access thereto for the benefit of the BICDD. Roof and structure overhang may encroach into easement area provided they do not encroach into the easement area without specific written approvals from the entities to whom the easement was granted.

H. Article II, Section 6.e., is hereby amended (to delete the requirement that written approval must be obtained from Lee County as well as BICDD in order to erect structures within the landscape berm easement on LOTS 1, 27, 28, 42, 43, and 52) to state as follows:

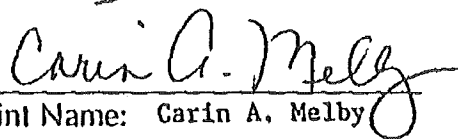
e. Structures may be erected within the thirty (30') foot landscape/berm easement on LOTS 1, 27, 28, 42, 43, and 52, provided that the berm shall not be altered in any way, and that specific written approvals have been obtained from BICDD.

IN WITNESS WHEREOF, DECLARANT and WINDSOR do hereby execute this AMENDMENT in their names by their undersigned authorized officers, this 29th day of August, 1997.

DECLARANT:
WCI COMMUNITIES LIMITED PARTNERSHIP,
a Delaware limited partnership
By: [Signature]
Name: Jerry H. Schmoyer
Title: Senior Vice President

WITNESSES:

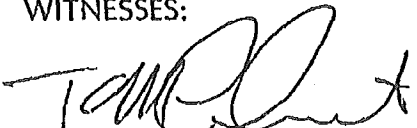

Print Name: Stephen C. Pierce



Print Name: Carin A. Melby

WINDSOR:
WINDSOR AT PELICAN LANDING, LTD. a Florida
limited partnership
By: MC Homes, Inc. a Florida
corporation, as sole general partner

By: 
O.J. Buigas, President

WITNESSES:


Print Name: THOMAS R. LEINERT, JR.


Print Name: Robert S. Peters III

Forty3rd.amd

Prepared by and return to:
Robert T. Youngs, Esquire
Bolanos, Truxton & Youngs, P.A.
2121 Ponce de Leon Blvd., Suite 600
Coral Gables, Florida 33134

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MORTGAGEE CONSENT TO AMENDMENT NO. 1
TO FORTY-THIRD SUPPLEMENT TO DECLARATION

STATE OF GEORGIA
COUNTY OF DEKALB

BANKBOSTON, N.A., A NATIONAL BANKING ASSOCIATION, AS AGENT, HEREBY CERTIFIES THAT IT IS THE COLLATERAL ASSIGNEE OF THAT CERTAIN MORTGAGE AND SECURITY AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 2761, PAGE 1385 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, UPON THE HEREIN DESCRIBED PROPERTY, AND DOES HEREBY CONSENT TO THE AMENDMENT NO. 1 TO THE FORTY-THIRD SUPPLEMENT TO THE AMENDED AND RESTATED DECLARATION AND GENERAL PROTECTIVE COVENANTS FOR PELICAN LANDING (The Sanctuary at Pelican Landing)(Formerly Windsor at Pelican Landing) AND JOINS IN FOR THE PURPOSE OF AGREEING THAT ITS FOREGOING MORTGAGE AND SECURITY INTERESTS SHALL BE SUBORDINATE TO THE PROVISIONS OF SUCH AMENDMENT NO. 1.

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WITNESSES:

BANKBOSTON, N.A.,
(formerly The First National Bank of Boston)
a national banking association, as Agent

Janette B. Steward
PRINTED NAME: JANETTE B. STREANDER

S. Selbo
PRINTED NAME: STEVEN P. SELBO
TITLE: Vice President

Elaine K. Hanzard
PRINTED NAME: Elaine K Hanzard

ACKNOWLEDGMENT

STATE OF GEORGIA
COUNTY OF DEKALB

The foregoing Mortgagee Consent was acknowledged before me this 28th day of August, 1997, by STEVEN P. SELBO as Vice President of BankBoston, N.A., formerly known as The First National Bank of Boston, a national banking association, who is personally known to me or produced _____ as identification.

COMMISSION/EXPIRATION STAMP:

Cheryl Geoffrion
Print Name: Cheryl Geoffrion
NOTARY PUBLIC, STATE OF GEORGIA

OFFICIAL NOTARY SEAL
CONSEN Cheryl Geoffrion
Notary Public State of Georgia
My Commission Exp. April 30, 2000

MORTGAGEE CONSENT TO AMENDMENT NO. 1
TO FORTY-THIRD SUPPLEMENT TO DECLARATION

STATE OF FLORIDA
COUNTY OF LEE

COMMUNITIES FINANCE COMPANY, A DELAWARE CORPORATION, AS ASSIGNEE UNDER THAT CERTAIN ASSIGNMENT OF NOTES AND MORTGAGES RECORDED IN OFFICIAL RECORDS BOOK 2795, PAGE 1887, OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, HEREBY CERTIFIES THAT IT IS THE HOLDER OF THAT CERTAIN MORTGAGE AND SECURITY AGREEMENT RECORDED IN OFFICIAL RECORDS BOOK 2761, PAGE 1385 OF THE PUBLIC RECORDS OF LEE COUNTY, FLORIDA, UPON THE HEREIN DESCRIBED PROPERTY, AND DOES HEREBY CONSENT TO THE AMENDMENT NO. 1 TO THE FORTY-THIRD SUPPLEMENT TO THE AMENDED AND RESTATED DECLARATION AND GENERAL PROTECTIVE COVENANTS FOR PELICAN LANDING (The Sanctuary at Pelican Landing)(Formerly Windsor at Pelican Landing) AND JOINS IN FOR THE PURPOSE OF AGREEING THAT ITS FOREGOING MORTGAGE AND SECURITY INTERESTS SHALL BE SUBORDINATE TO THE PROVISIONS OF SUCH AMENDMENT NO. 1.

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WITNESSES:

COMMUNITIES FINANCE COMPANY,
a Delaware corporation

Stephen C. Pierce
PRINTED NAME: Stephen C. Pierce

Steven C. Adelman
PRINTED NAME: Steven C. Adelman
TITLE: Vice President

Aurely Sitterly
PRINTED NAME: AURELY SITTERLY

ACKNOWLEDGMENT

STATE OF FLORIDA
COUNTY OF LEE

The foregoing Mortgagee Consent was acknowledged before me this 26th day of August, 1997, by Steven C. Adelman as Vice President of Communities Finance Company, a Delaware corporation, who is personally known to me or produced _____ as identification.

COMMISSION/EXPIRATION, STAMP:

Stephen C. Pierce
Print Name: Stephen C. Pierce
NOTARY PUBLIC, STATE OF FLORIDA

CONSENT.02a

