

any similar federal, state, or local law regulation dealing with age discrimination, the Developer, as long as it owns any interest in any portion of the Community, shall have the power to amend, from time to time, the Community Age Restriction and/or the terms and provisions of this subparagraph (i), unilaterally and without the consent of the Homeowners or any other party.

Separate and apart from the foregoing, the Community Age Restriction and/or the terms and provisions of this subparagraph (i) may only be amended or rescinded by consent of 100% of the total voting interests in the Neighborhood Association and with the consent of the Community Association's board of directors (save and except for modifications to comply with changes to applicable federal or state law pertaining to age-restricted communities, which modifications shall require a vote of a majority of the total voting interests in the Neighborhood Association). Notwithstanding the foregoing, no such amendment shall be effective without the prior written consent of Developer for so long as Developer owns any property in the Community.

Notwithstanding anything in this Declaration to the contrary, for a period of not less than 30 years from the effective date of this Declaration, no amendment to this Section 3.4.1.1 shall have the effect of (a) revoking the age restrictions stated in this Section 3.4.1.1 or (b) removing or otherwise circumventing the intended age-restricted character of the Community as expressed in this Section 3.4.1.1.

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

IN WITNESS WHEREOF, Declarant has caused this First 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

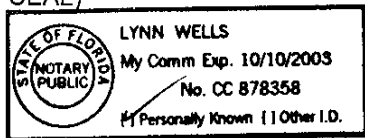
(Corporate Seal)

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

Portofino at Sun City Center Ft. Myers Property Owners Association, Inc., a Florida not-for-profit corporation, hereby joins in and consents to the terms and provisions of the First Amendment to Declaration of Covenants, Conditions and Restrictions for Portofino at Sun City Center Ft. Myers to which this instrument is attached.

Dated this 27 day of February, 2002.

WITNESSES:

**Portofino at Sun City Center Ft. Myers
Property Owners 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 Portofino at Sun City Center Ft. Myers Property Owners Association, Inc, a Florida not-for-profit corporation, on behalf of the corporation. He is personally known to me.

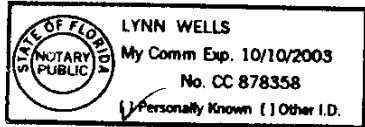
My Commission Expires: 10/10/02

(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 FIRST AMENDMENT TO
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR
PORTOFINO AT 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 Declaration of Covenants, Conditions and Restrictions for Portofino at Sun City Center Ft. Myers recorded on December 12, 2001, in Official Records Book 3538, Page 2940, public records of Lee County, Florida (the "Declaration"), and as owned by Bay Colony-Gateway, Inc., a Delaware corporation (the "Declarant"), hereby consents to Declarant's recording the First 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

Olivia A. Nara
Name: OLIVIA A NARA

By: *S. Selbo*
Steven P. Selbo, Director

Angela W. Collins
Name: ANGELA W. COLLINS

(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
CHERYL GEOFFRION
NOTARY PUBLIC STATE OF GEORGIA
COUNTY OF GWINNETT
MY COMMISSION EXPIRES APRIL 30, 2004

Cheryl Geoffrion
(Signature)
Name: CHERYL GEOFFRION
(Legibly Printed)
Notary Public, State of Georgia

(Commission Number, if any)