

Kcdg # 15.00

**FIRST AMENDMENT TO
DECLARATION OF RESTRICTIVE COVENANTS,
CONDITIONS, RESTRICTIONS AND EASEMENTS FOR
SABAL DUNES**

3230022

This FIRST AMENDMENT dated the 2nd day of July, 1992, shall be effective upon being recorded in the Public Records of Lee County, Florida, and amends the Declaration of Restrictive Covenants, Conditions, Restrictions and Easements for Sabal Dunes.

PREMISES

(a) The Declaration of Protective Covenants and Restrictions for Parcel 20, Unit 4, Area One, Gateway, was recorded in Official Records Book 2107, Page 1119, Public Records of Lee County, Florida, by Westinghouse Gateway Communities, Inc., a Florida corporation ("Master Developer") as "Declarant" therein. The Declaration was subsequently amended by that certain First Amendment to Declaration of Protective Covenants and Restrictions for Parcel 20, Unit 4, Area One, Gateway, recorded in Official Records Book 2300, Page 4528, Public Records of Lee County, Florida. The Declaration and First Amendment are collectively referred to herein as "Master Covenants." The Master Covenants remain in full force and effect and are not amended hereby.

(b) The Declaration of Restrictive Covenants, Conditions, Restrictions and Easements amended hereby for Sabal Dunes ("Covenants") was recorded in Official Records Book 2262, Page 2146, Public Records of Lee County, Florida, by First Tee Developers, Ltd., a Florida Limited Partnership ("Developer").

(c) The Master Covenants and Covenants apply to real property which has been platted as Gateway Phase Eight as shown in Plat book 47, Pages 93 through 98, Public records of Lee County, Florida ("Property").

(d) Section 5.3 of the Master Covenants provides for amendment of the Master Covenants by Master Developer without the consent of any other person being required. Instead of amending the Master Covenants to safeguard the interests of the Master Developer, Master Developer and Developer have agreed to make certain amendments to the Covenants.

(e) Article XIII, Section 5 of the Covenants entitled "Amendments - Termination" provides that the Covenants can be amended solely by the unilateral affirmative action of the Class "B" Member (the Developer); provided, however, that the amendment does not have a material adverse effect on the value of any part of the Property. The amendments contained herein will not adversely effect the value of any part of the Property.

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

DR2311 PG3960

(f) Master Developer and Developer have determined that the Covenants should be amended to reflect that Westinghouse Gateway Communities, Inc. is the Master Developer of the subject property and has the right to enforce the Master Covenants as well as the Covenants and its rights to enforcement as well as its right of review and approval as set forth in the Covenants are superior to the rights of Developer.

AMENDMENTS

The covenants are hereby amended as follows:

1. A new paragraph (n) is added to Section 1 of Article I of the Covenants as follows:

"(n) "Master Developer" shall mean and refer to Westinghouse Gateway Communities, Inc., a Florida corporation, and for purposes of this Declaration, the Master Developer."

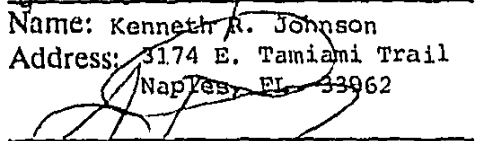
2. A new Section 9. is added to Article XIII of the Covenants as follows:

"Section 9. Master Developer. Any right, review, approval, exercise of discretion or judgment, enforcement, remedy, or other authority, interest, or reference, reserved, created or made in these covenants to the Developer shall be read and understood to refer both to the Developer and the Master Developer; action independently, and in addition one to the other, so that both parties shall be required to give approval or authorization, and either party shall be entitled to enforce any restriction or covenant. In all such instances, Master Developer's role shall be primary and superior to that of Developer. No exercise or failure to exercise any right or other provision shall be an obligation of Master Developer or be a waiver hereunder. These provisions shall be in addition to, and not in lieu of, any rights or interest of Master Developer under the Master Covenants."

Signed, sealed and delivered
in the presence of:

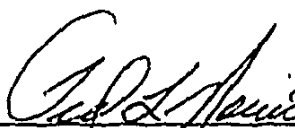


Name: Kenneth R. Johnson
Address: 3174 E. Tamiami Trail
Naples, FL 33962



Name: John Rubinton
Address: 3174 E. Tamiami Trail
Naples, FL 33962

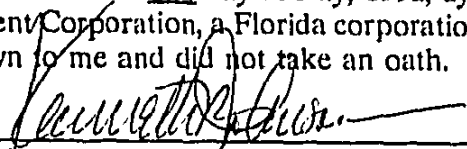
CHRISTIAN-LLOYD DEVELOPMENT
CORPORATION, INC., a Florida
corporation, General Partner of
FIRST TEE DEVELOPERS, LTD., a
Florida Limited Partnership

BY: 
Ted L. Norris, President

OR 2311 PG3961

STATE OF FLORIDA)
COUNTY OF COLLIER)

The foregoing instrument was acknowledged before me this 2nd day of July, 1992, by Ted L. Norris, President of Christian Lloyd Development Corporation, a Florida corporation, on behalf of the corporation. He is personally known to me and did not take an oath.



Notary Public Kenneth R. Johnson
My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. APR. 16, 1994
BONDED THRU GENERAL INS. UMB.

DR2311 PG3962

CHARLIE GREEN LEE CITY FL
92 JUL -8 PM 1:01

Prepared by:
Peter Doragh, Esquire
11691 Gateway Blvd.
Fort Myers, FL 33913