

Rcdg #15.00

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

3230023

This SECOND AMENDMENT TO DECLARATION OF RESTRICTIVE COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS FOR SABAL DUNES ("Second Amendment"), effective July 30, 1992, is made and executed by and between First Tee Developers, Ltd., a Florida Limited Partnership ("Developer") and Westinghouse Gateway Communities, Inc., a Florida corporation ("Master Developer").

PREMISES

(a) On November 3, 1989, Master Developer made and executed that certain Declaration of Protective Covenants and Restrictions for Parcel 20, Unit 4, Area One, Gateway, recorded in Official Records Book 2107, Page 1119, Public Records of Lee County, Florida, and on March 31, 1992, Master Developer and Developer made and executed 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 (collectively "Master Covenants"). The Master Covenants remain in full force and effect and are not amended hereby.

(b) On November 12, 1991, Developer made and executed that certain Declaration of Restrictive Covenants, Conditions, Restrictions and Easements for Sabal Dunes ("Covenants"), recorded in Official Records Book 2262, Page 2146, Public Records of Lee County, Florida.

(c) On July 2, 1992, Developer made and executed that certain First Amendment to Declaration of Restrictive Covenants, Conditions, Restrictions and Easements for Sabal Dunes recorded in Official Records Book 2311 at Page 3929, Public Records of Lee County, Florida ("First Amendment").

(d) Article XIII, Section 5 of the Covenants entitled "Amendments - Termination," provides that the Covenants can be amended or terminated 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.

(e) The First Amendment provides that the Master Developer and Developer would both be required to give approval or authorization to any rights or remedies provided for in the Covenants.

RECORDED IN OFFICIAL RECORDS BOOK 2311 PAGE 3929

OR2311 PG3963

(f) Master Developer and Developer have agreed to amend the Covenants.

(g) All corporate actions and authorizations of all parties have been duly authorized by all necessary corporate actions.

(h) It is in the best interest of Developer and Master Developer that the Amendments described herein be consummated.

AMENDMENTS

The covenants are hereby amended as follows:

1. The "Developer", as named in the Covenants, shall mean and refer to Westinghouse Gateway Communities, Inc., a Florida corporation, having its principal place of business at 11691 Gateway Blvd., Fort Myers, FL 33913, its successors or assigns of any or all of its rights under the Covenants.

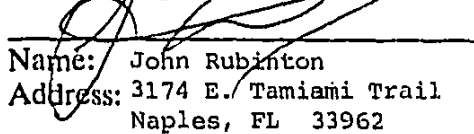
THE OUTGOING DEVELOPER

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

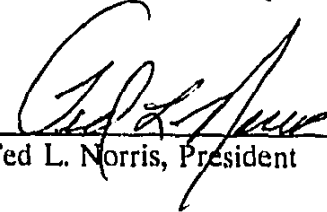
Signed, sealed and delivered in the presence of:



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

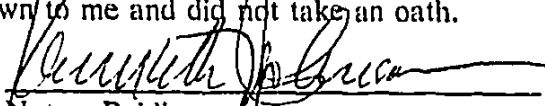


Name: John Rubinton
Address: 3174 E. Tamiami Trail
Naples, FL 33962

BY: 
Ted L. Norris, President

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. UND.

OR 2311 PG3964

THE INCOMING DEVELOPER

Signed, sealed and delivered
in the presence of:

Robin Y Martin
Robin Martin, 11691 Gateway Blvd.
Fort Myers, FL 33913

John B Story
John Story, 11691 Gateway Blvd.
Fort Myers, FL 33913

WESTINGHOUSE GATEWAY
COMMUNITIES, INC., a Florida Corp.

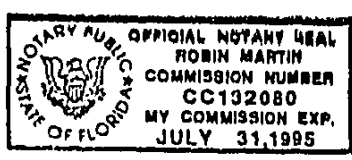
BY: Jerry H. Schmoyer
Jerry H. Schmoyer, Exec. Vice Pres.

OR2311 Pg3965

STATE OF FLORIDA)
COUNTY OF LEE)

The foregoing instrument was acknowledged before me this 3rd day of July, 1992, by Jerry H. Schmoyer, Executive Vice President of Westinghouse Gateway Communities, Inc., a Florida corporation, on behalf of the corporation. He is personally known to me and did not take an oath.

Robin Y Martin
Robin Martin, Notary Public
My Commission Expires:



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

CHARLIE GREEN LEE CTR FL
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