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AMENDMENT NO. 2 TO THE DECLARATION OF COVENANTS, RESTRICTIONS AND EASEMENTS
 FOR LANSING ISLAND SUBDIVISION, PHASE ONE

Lansing Island Development Corp., a Florida corporation, and David T. McWilliams (hereinafter referred to as "DEVELOPER"), hereby files this Amendment to the Declaration of Covenants, Restrictions and Easements for Lansing Island Subdivision, Phase One.

WHEREAS, on July 10, 1989, DEVELOPER caused the Declaration of Covenants, Restrictions and Easements for Lansing Island Subdivision, Phase One to be filed in Official Record Book 3006, Pages 0034 through 0084 inclusive, of the Public Records of Brevard County, Florida, which said Covenants, Restrictions and Easements control the use of the described property in said Declaration; and

WHEREAS, on January 26, 1990, DEVELOPER caused the Declaration of Covenants, Restrictions and Easements for Lansing Island Subdivision, Phase One to be amended in Official Record Book 3040 Pages 4154 through 4155 inclusive, of the Public Records of Brevard County, Florida; and

WHEREAS, said Declaration, in Article XIII, subject to the provisions of Section 13.5 until December 31, 1999, provides that the Covenants, Restrictions and Easements may be amended from time to time by the DEVELOPER in his sole, but reasonable, discretion and without requiring the joinder or consent of any person or party whomsoever, including the Association or any OWNER or OWNERS; and

WHEREAS, said Declaration, in Article IV, subject to the provisions of Section 4.2 provides that DEVELOPER may add from time to time ADDITIONAL PROPERTY to this Declaration and that the ADDITIONAL PROPERTY will be included within the subject property. Said addition shall be in the DEVELOPER'S sole and absolute discretion and without notice to or the approval of any party or PERSON whomsoever including the Association or any OWNER or OWNERS; and

WHEREAS, said Declaration, in Article XI, subject to the provisions of Section 11.14 provides that future easements may be granted from time to time by the DEVELOPER in his sole, but reasonable, discretion and without requiring the joinder or consent of any person or party whomsoever, including the Association or any OWNER or OWNERS; and

NOW THEREFORE, DEVELOPER amends the Declaration of Covenants, Restrictions and Easements for Lansing Island Subdivision, Phase One of Lansing Island Homeowners Association, Inc., as follows:

Section 4.2 entitled "Addition of Property" is hereby amended to add ADDITIONAL PROPERTY to the declaration. In accordance with the section ADDITIONAL PROPERTY described as Exhibit "B" (as recorded in O.R. Book 3006, Page 0084) of the Declaration is hereby incorporated into the Declaration.

Section 6.17 entitled "Trees" shall be amended to add as follows:

Osprey Protection and Nest Removal Regulation

The osprey is federally protected by the Migratory Bird Treaty Act (16 U.S.C. 703-712) and state protected by Chapter 39 of the Florida Administrative Code (F.A.C.). Pursuant to the federal act, it is unlawful to take, possess, buy, sell, purchase, or barter any migratory bird (including the osprey), including feathers or other parts, nests, eggs, or products, except as allowed by implementing regulations. Both active and inactive osprey nests are protected and require permits for taking.

The specific state regulation protecting ospreys is rule 39-4.001, F.A.C., which prohibits the taking or transporting of "...wildlife...or their nests, eggs, young, homes, or dens..." Additional state protection is provided in rule 39-13.002, F.A.C., which adopts as state rules the federal Migratory Bird Treaty Act and all rules promulgated therefrom. Ospreys and that population being listed as a "species of special concern" (rule 39-27.005 F.A.C.), thereby protected by the rule 39-27.002, F.A.C.

Exceptions to these regulations are provided in rule 39-9.002, F.A.C., which allows the Executive Director of the GFC to issue permits authorizing the taking or possession of wildlife or their nests for management or other "justifiable purposes." Such permits are subject to any terms, conditions, or restrictions that might be prescribed, and only are operative if the holder also has a permit from the U.S. Fish and Wildlife Service (USFWS), pursuant to the Migratory Bird Treaty Act permitting the taking of such birds, their nests or eggs.

Permits to take osprey nests are issued for the Executive Director of the GFC by the Nongame Wildlife Section Supervisor of the Division Wildlife of 620 South Meridian Street, Tallahassee, Florida 32399-1600. Requests for such permit should be submitted to that office. Federal permits are issued by the U.S. Fish and Wildlife Services Region IV office in Atlanta. Separate application must be made in writing to USFWS, Division of Law Enforcement, Special Agent in Charge, Post Office Box 4339, Richard B. Russell Federal Building, Atlanta, Georgia 30302. The applicant is responsible for obtaining both permits. There are no provisions in either state or federal law for verbal authorizations to remove nests.

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Shoreline Protection Easement

There is hereby created, declared, granted and reserved for the benefit of the DEVELOPER, the CITY, St. Johns River Water Management District, and the ASSOCIATION a perpetual Deed of Conservation Easement for the protection of the wetlands shoreline vegetation of the SUBJECT PROPERTY. Said shoreline vegetation Easement shall be in accordance with the Deed of Conservation Easements filed in Official Record Book 9594 Pages 450 through 451 inclusive, of the Public Records of Brevard County, Florida.

It has been determined that land and water areas within this Shoreline Protection Easement possess environmental value. Therefore the DEVELOPER (GRANTOR) has conveyed to St. John's River Water Management District the right to preserve and protect the environmental value of the property in perpetuity as set forth below:

1. Purpose - It is the purpose of this Easement to assure that the Property will be retained forever except as herein provided, in its existing natural condition and to prevent any use of the Property that will impair or interfere with the environmental value of the Property.

2. Rights of Grantee - To accomplish the purposes stated above, the following rights are conveyed to Grantee by this Easement:

- a.) To preserve and protect the environmental value of the property.
- b.) To prevent any activity on or use of the Property that is inconsistent with this Easement, and to require the restoration of areas of features of the Property that may be damaged by a breach of this Easement.
- c.) To enter upon and inspect the Property, in reasonable manner and at reasonable times to determine if the Grantor or its successors and assigns are complying with the covenants and prohibitions contained in the Conservation Easement; and
- d.) To proceed at law or in equity to enforce the provisions of this Conservation Easement and the covenants set forth herein, and to prevent the occurrence of any of the prohibited activities hereinafter set forth.

3. Prohibited Uses - Any activity on or use of the Property inconsistent with the purpose of the Easement is prohibited. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited without the prior written approval of the Grantee:

- a.) Construction or placing of buildings, roads, signs, billboards or other advertising or other structures on or above the ground, unless otherwise permitted in this Easement.
- b.) Dumping or placing of soil or other substance or material as landfill or dumping or placing of trash, waste or unsightly or offensive materials;
- c.) Removal or destruction of living trees, shrubs, or other vegetation;
- d.) Excavation, dredging or removal of loam, peat, gravel, soil, rock or other material substance in such a manner as to affect the surface, unless proper permits have been obtained;
- e.) Surface use, except for purposes that permit the land or water area to remain predominantly in its natural condition;
- f.) Activities detrimental to drainage, flood control, water conservation, erosion control, soil conservation, or fish and wildlife habitat preservation; and
- g.) Acts or uses detrimental to such retention of land or water areas.

4. Allowed Uses - Normal maintenance of this area is allowed. Without limiting the generality of the foregoing, the following activities and uses are allowed with the prior written approval of the Grantee:

- a.) Removal of exotic plant types such as Brazilian Pepper Trees;
- b.) Removal of dead plants, or dead branches on plants as approved by the Grantee;
- c.) Pruning of plants as approved by the Grantee (Mangrove trimming is prohibited unless permitted pursuant to Chapter 17-321 F.A.C.);
- d.) Construction of one (1) dock per lot. Said dock must be elevated a minimum of two feet above ground level over and across this area provided the docks are equal to or less than four (4) feet in width; and
- e.) Other approved work set forth by permit(s) obtained through Grantee.

5. Reserved Rights - Grantor reserves and excepts unto itself and its personal representatives, heirs, successors and assigns, all rights accruing from its ownership of the Property, including the rights to engage in or permit or invite others to engage in all uses of the property that are not expressly prohibited herein and are not inconsistent with the purpose of this Easement.

6. Grantee's Discretion - Inconsistent of the terms of this Easement shall be at the discretion of the Grantee, and any forbearance by Grantee to exercise its rights under this Easement in the event of any breach of any term of this Easement by grantor shall not be construed to be a waiver by Grantee of such term or of any subsequent breach of the same or any other term of this Easement of any right or remedy upon any breach by Grantor shall impair such right or remedy or be construed as a waiver.

7. Acts Beyond Grantor's Control - Nothing contained in this Easement shall be construed to entitle grantee to bring any action against Grantor for any injury to or change in the Property resulting from natural causes or other causes beyond Grantor's control, including, without limitation, fire flood, storm and earth movement, or from any action taken by Grantor under emergency conditions to prevent, abate or mitigate significant injury to the Property resulting from such causes.

8. Assignment - This Easement is transferable, but Grantee may assign its rights and obligation under this Easement only to an organization that is a qualified organization at the time of transfer under section 170 (h) of the Internal Revenue code of 1954, as amended (or any successor provision then applicable), and the applicable regulations promulgated thereunder, and authorized to acquire and hold environmental easements under the statues of the State of Florida (or any successor provision then applicable). As a condition of such transfer, Grantee shall require that the environmental purposes that this Grant is intended to advance, continue to be carried out.

9. Recordation - Grantor shall record this instrument in timely fashion the official records of Brevard County, Florida, and may re-record it any time as may be required to preserve its rights in this Easement.

10. Successors - The covenants, terms, conditions and restrictions of this Easement shall be binding upon, and insure to the benefit of the parties hereto and their respective personal representatives, heirs, successors and assigns and shall continue as a servitude running in perpetuity with the Property.

This section may be enforced by the ASSOCIATION, CITY, and the St. Johns River Water Management District. Nothing set forth herein shall prohibit the DEVELOPER from incorporating modifications which are permitted or required by any governmental agency.

All mangroves within the SUBJECT PROPERTY and the shoreline protection easement are protected by State law. Any mangrove "alteration" (see Chapter 17-27.020(1) F.A.C.) is prohibited by State rule, unless the OWNER applies for a permit requesting such alteration. "Selective trimming" of mangroves is allowed by an OWNER without a State permit if the activity complies with the specific criteria set forth in Chapter 17-27.060(2) F.A.C. is available from the ASSOCIATION upon request.

Prior to issuance of any approval for a modification within the shoreline protection easement, the OWNER must provide the following to the ASSOCIATION: Scope and description of work being proposed, copies of State permits (if required), and site plan (drawn to scale) of LOT's shoreline protection easement showing all existing structures and locations of all wetlands materials and proposed modifications.

IN WITNESS WHEREOF, the Developer has hereto set his hand and seal this 15th day of September, 1993.

Bruce W. Jacob
WITNESS BRUCE W. JACOB

David T. McWilliams
DAVID T. MCWILLIAMS, PRESIDENT
LANSING ISLAND DEVELOPMENT CORP.

Rachelle M. Farrer
WITNESS Rachelle M. Farrer

Bruce W. Jacob
WITNESS BRUCE W. JACOB

ATTEST: Joel S. Moss
JOEL S. MOSS, SECRETARY

Rachelle M. Farrer
WITNESS Rachelle M. Farrer

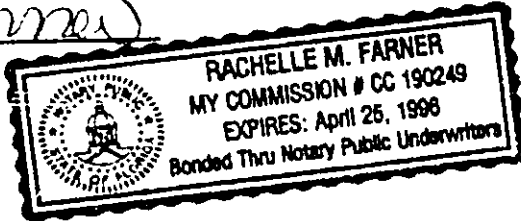
David T. McWilliams
DAVID T. MCWILLIAMS, TRUSTEE

STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me this 23rd day of November, 1993 by David T. McWilliams, President and Joel S. Moss, Secretary, of Lansing Island Development Corp. a Florida Corporation authorized to do business in the State of Florida.

Rachelle M. Farnier
NOTARY PUBLIC

My Commission Expires:



STATE OF FLORIDA
COUNTY OF BREVARD

The foregoing instrument was acknowledged before me this 23rd day of November, 1993, by David T. McWilliams, Trustee.

Rachelle M. Farnier
NOTARY PUBLIC

My Commission Expires:

