

AMENDMENT NO. 10 TO THE
DECLARATION OF COVENANTS, RESTRICTIONS
AND EASEMENTS FOR LANSING ISLAND

WHEREAS, LANSING ISLAND DEVELOPMENT CORP. and DAVID T. MCWILLIAMS, TRUSTEE, the Developers of Phases One, Two and Three of Lansing Island, and SOUTH ISLAND DEVELOPMENT CORPORATION, the Developer of proposed, future Phase Four and Phase Five of Lansing Island file this amendment No. 10 to the Declaration of Covenants, Restrictions and Easements for Lansing Island Subdivision, as amended, in accordance with Article IV, Article VIII and Article XII of the Declaration of Covenants, Restrictions and Easements of Lansing Island Subdivision; and

WHEREAS, on July 10, 1989, the LANSING ISLAND DEVELOPMENT CORP. and DAVID T. MCWILLIAMS, TRUSTEE as Developers recorded the Declaration of Covenants, Restrictions and Easements for Lansing Island Subdivision Phase One, in Official Records Book 3006, Pages 0034 through 0084, of the Public Records of Brevard County, Florida; and

WHEREAS, nine amendments to the Declaration have been recorded in the Public Records of Brevard County, Florida of which Amendment No.3 and Amendment No. 5 have incorporated Phases Two and Three into this Declaration; and

WHEREAS, SOUTH ISLAND DEVELOPMENT CORPORATION, a Florida Corporation is developing, Phase Four and Phase Five, of Lansing Island; and

WHEREAS, LANSING ISLAND DEVELOPMENT CORP., included in the Declaration of Covenants, Restrictions and Easements, for Lansing Island that the Developer may from time to time add additional property to this Declaration, and that the additional property will be subject to the Declaration of Covenants, Restrictions and Easements for Lansing Island Phases One, Two and Three; and

WHEREAS, SOUTH ISLAND DEVELOPMENT CORPORATION has agreed with LANSING ISLAND DEVELOPMENT CORP. and DAVID T. MCWILLIAMS AS TRUSTEE that Phases Four and Five, if incorporated into Lansing Island, shall be subject to the Declaration of Covenants, Restrictions and Easements for Lansing Island, and subject to all of the rights and obligations contained in the Declaration of Lansing Island, as amended from time to time; and

WHEREAS, it is the intent of LANSING ISLAND DEVELOPMENT CORP. and DAVID T. MCWILLIAMS, TRUSTEE and SOUTH ISLAND DEVELOPMENT CORPORATION that SOUTH ISLAND DEVELOPMENT CORPORATION is to be deemed the Developer of Lansing Island Phase Four and Phase Five if said Phase(s) are incorporated into Lansing Island.

Sandy Crawford

Clerk Of Courts, Brevard County

#Pgs: 5 #Names: 2
Trust: 3.00 Rec: 21.00 Serv: 0.00
Deed: 0.00 Excise: 0.00
Mtg: 0.00 Int Tax: 0.00



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HC →
SOUTH
ISLAND
DEV. CORP.

NOW, THEREFORE, by this Amendment LANSING ISLAND DEVELOPMENT CORP. and DAVID T. MCWILLIAMS, TRUSTEE and SOUTH ISLAND DEVELOPMENT CORPORATION, incorporate this amendment No. 10 into the Declaration of Covenants, Restrictions and Easements of Lansing Island, as follows:

1. At such time as Phase Four is Platted in the Public Records of Brevard County, Florida, the entire platted Phase Four shall be included within and will thereafter be subject to the Declaration of Covenants, Restrictions and Easements as recorded and as amended. The legal description of Phase Four is attached hereto as Exhibit "A".

2. SOUTH ISLAND DEVELOPMENT CORPORATION shall only be deemed the Developer of Lansing Island Phase Four and Phase Five if said Phase(s) are incorporated into Lansing Island. SOUTH ISLAND DEVELOPMENT CORPORATION shall be entitled to all the rights of the Developer as set forth in said Declaration, as amended, but SOUTH ISLAND DEVELOPMENT CORPORATION shall not assume any of the duties, responsibilities and obligations of LANSING ISLAND DEVELOPMENT CORP. Regarding Phases One, Two and Three.

3. LANSING ISLAND DEVELOPMENT CORP. shall only be deemed the Developer of Lansing Island Phases One, Two and Three. LANSING ISLAND DEVELOPMENT CORP. shall be entitled to all the rights of the Developer as set forth in said Declaration, as amended, but LANSING ISLAND DEVELOPMENT CORP. shall not assume any of the duties, responsibilities and obligations of SOUTH ISLAND DEVELOPMENT CORPORATION regarding Phase Four and Phase Five.

4. LANSING ISLAND DEVELOPMENT CORPORATION, DAVID T. MCWILLIAMS, TRUSTEE and SOUTH ISLAND DEVELOPMENT CORPORATION hereby agree that they shall not have any power or right to direct or impose any requirements upon the other in the construction, development, operation, and sale of their respective Phases of development, except as required under said Declaration, Florida Statutes, the Articles of Incorporation of Lansing Island Homeowners Association or by contractual obligation.

5. That hereafter as the platted lots in Phases One, Two, Three, Four and Five are sold by the Developers, these lot/home owners shall be entitled to share in all of the common benefits, advantages and assets presently and hereafter existing in the platted phases of Lansing Island, including but not limited to membership in the Lansing Island Homeowners Association, the use and access of all utilities, roads, the drawbridge and such other common elements contained in Lansing Island.

6. The Developers shall have no obligation to pay any Homeowner's assessments or shortfall. As the platted lots in Phases One, Two, Three, Four and Five are sold by the Developers, these lot/home



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owners shall also share in all debts, liabilities and such other common expenses incurred by Lansing Island Homeowners Association or the Lansing Island lot/home owners of the platted lots sold by the Developers. Said obligations shall also include but not be limited to monthly maintenance fees and/or assessments.

7. Amendment No. 6 to the Declaration is amended as follows:

Regarding Phases Four and Five, only, no improvement on any lot shall exceed forty feet (40') in height, as measured from the finished grade of the first floor to roof peak at its highest point. Each residential dwelling on a lot shall consist of not more than two full stories, however, the total minimum building height shall not exceed forty-four feet (44') above the mean sea level.

8. Should this Amendment No. 10 conflict with any other provision of the Declaration and all previous amendments thereto then the terms of this amendment No. 10 shall control and shall supercede any other paragraph or section of the Declaration which may conflict.

IN WITNESS WHEREOF, the parties have hereunto set their hand and seal this 6 day of July, 1999.

DEVELOPER:
LANSING ISLAND DEVELOPMENT CORP.

Joel S. Moss
JOEL S. MOSS, President

Robyn J. Silverman
WITNESS
Robyn J. Silverman
PRINTED WITNESS NAME

Denise A. Fernandez
WITNESS
Jennifer A. Fernandez
PRINTED WITNESS NAME

Robyn J. Silverman
WITNESS
Robyn J. Silverman
PRINTED WITNESS NAME

Denise A. Fernandez
WITNESS
Jennifer A. Fernandez
PRINTED WITNESS NAME

Attest David T. McWilliams
Secretary

Joel S. Moss
JOEL S. MOSS as attorney in fact for DAVID T. MCWILLIAMS, Trustee and Individually



SOUTH ISLAND DEVELOPMENT CORPORATION

[Signature]
WITNESS

MIKE KRASNY
PRINTED WITNESS NAME

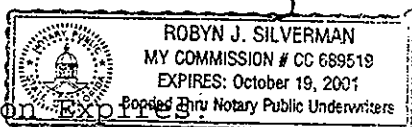
[Signature]
WITNESS

JUDY SKIRVIN
PRINTED WITNESS NAME

BY: [Signature]
Vice-President

STATE OF FLORIDA
COUNTY OF BREVARD

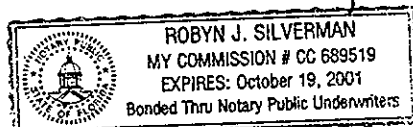
I HEREBY CERTIFY that the foregoing was executed, acknowledged and subscribed before me by Joel S. Moss, as President, of Lansing Island Development Corp. and Joel S. Moss as attorney in fact for David T. McWilliams, as Trustee and Individually, who is personally know to me or who produced _____ as identification, on this 6th day of July, 1999.



[Signature]
Notary Public

My Commission Expires:
STATE OF FLORIDA
COUNTY OF BREVARD

I HEREBY CERTIFY that the foregoing was executed, acknowledged and subscribed before me by Shirley E. Moss, as Secretary, of Lansing Island Development Corp., who is personally known to me, on this 6th day of July, 1999.



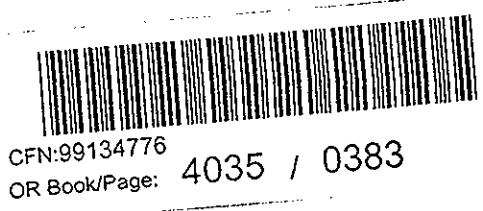
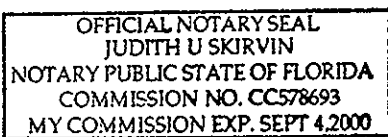
[Signature]
Notary Public

My Commission Expires:
STATE OF FLORIDA
COUNTY OF BREVARD

I HEREBY CERTIFY that the foregoing was executed, acknowledged and subscribed before me by Stanley Kirschner, as Vice-President, of South Island Development Corporation, who are personally known to me, on this 6th day of July, 1999.

[Signature]
Notary Public

My Commission Expires:



DESCRIPTION:

A PORTION OF GOVERNMENT LOT 3, THE NE 1/4 OF THE SE 1/4 AND THE SE 1/4 OF THE SE 1/4 OF SECTION 34, TOWNSHIP 26 SOUTH, RANGE 37 EAST, BREVARD COUNTY, FLORIDA, LYING WEST OF MOSQUITO CONTROL CANAL KNOWN AS THE FLAMINGO WATERWAY AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS;

FROM THE SE CORNER OF SAID SECTION 34 RUN S89°15'36"W ALONG THE SOUTH LINE OF SAID SEC. 34 A DIST. OF 1134.87 FT. TO A CONCRETE MONUMENT STAMPED "BRIEL & ASSOC. FLB 3869 PRM" BEING THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL; THENCE CONTINUE ALONG SAID SOUTH LINE S89°15'36"W 989.85 FT. TO A CONCRETE MONUMENT STAMPED "BRIEL & ASSOC. FLB 3869 PRM"; HEREIN AFTER KNOWN AS POINT 'B'; THENCE CONTINUE ALONG SAID SOUTH LINE S89°15'36"W, 30 FT. MORE OR LESS TO THE ORDINARY HIGH WATER LINE OF THE BANANA RIVER; THENCE DEPARTING SAID SOUTH LINE OF SEC.34 RUN NORTHERLY ALONG THE ORDINARY HIGH WATER LINE OF THE BANANA RIVER 1400 FT. MORE OR LESS TO THE INTERSECTION OF A LINE 1320.11 FT. NORTH OF BY PERPENDICULAR MEASUREMENT AND PARALLEL TO THE SOUTH LINE OF AFORESAID SEC. 34; THENCE RUN ALONG SAID LINE S89°15'36"E 16 FT. MORE OR LESS TO A CONCRETE MONUMENT STAMPED "BRIEL & ASSOC., FLB 3869 PRM" (SAID CONCRETE MONUMENT BEARS N04°02'46"W 1322:31 FT. FROM POINT 'B'; THENCE CONTINUE N89°15'36"E 259.57 FT. TO A POINT ON A CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 1975.00 FT. AND FROM WHICH POINT A RADIAL LINE BEARS S88°49'11"E; THENCE RUN NORTHERLY ALONG THE ARC OF SAID CURVE THRU A CENTRAL ANGLE OF 01°15'45", 43.52 FT; THENCE N87°33'26"E ALONG A RADIAL LINE 50.00 FT. TO A POINT ON A CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 2025.00 FT.; THENCE RUN SOUTHERLY ALONG THE ARC OF SAID CURVE THRU A CENTRAL ANGLE OF 00°02'59", 1.76 FT, TO THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 35.00 FT. AND A CENTRAL ANGLE OF 87°34'12"; THENCE RUN SOUTHEASTERLY ALONG THE ARC OF SAID CURVE 53.49 FT. TO THE POINT OF COMPOUND CURVATURE OF A CURVE CONCAVE TO THE NORTH HAVING A RADIUS OF 1275.00 FT. AND A CENTRAL ANGLE OF 08°30'57"; THENCE RUN EASTERLY ALONG THE ARC OF SAID CURVE 189.50 FT. TO THE POINT OF TANGENCY; THENCE N81°31'16"E 7.84 FT. TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 35.00 FT. AND A CENTRAL ANGLE OF 90°00'00"; THENCE RUN NORTHEASTERLY ALONG THE ARC OF SAID CURVE 54.98 FT. TO THE POINT OF TANGENCY; THENCE RUN ALONG A RADIAL LINE N81°31'16"E 50.00 FT.; THENCE S08°28'44"E 57.23 FT.; THENCE N81°31'16"E 269.01 FT. TO A CONCRETE MONUMENT STAMPED "BRIEL & ASSOC. FLB 3869 PRM" (FROM WHICH CONCRETE MONUMENT THE P.O.B. BEARS S07°55'13"E 1378.36 FT.); THENCE CONTINUE N81°31'16"E 10 FT. MORE OR LESS TO THE ORDINARY HIGH WATER LINE OF THE FLAMINGO WATERWAY; THENCE RUN SOUTHERLY ALONG SAID ORDINARY HIGH WATER LINE 1391 FT. MORE OR LESS TO THE SOUTH LINE OF SAID SEC. 34; THENCE S89°15'36"W 8 FT. MORE OR LESS TO THE P.O.B..

CONTAINING 31.06 ACRES MORE OR LESS.



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