

Prepared By and Return To:
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Emmanuel, Sheppard and Condon
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FILE # 200038268
RCD: Oct 03 2000 @ 12:06PM

Mary M Johnson, Clerk Of Courts,
SANTA ROSA COUNTY

**AMENDMENT TO DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS FOR
LIGHTHOUSE POINTE UNIT NO. 1,
A SUBDIVISION, TO ADD
LIGHTHOUSE POINTE, UNIT NO. IV**

THIS AMENDMENT made this the 23rd day of August 2000, by the
MITCHELL COMPANY, INC., an Alabama corporation, hereinafter collectively referred
to as "Declarant".

WITNESSETH

WHEREAS, Declarant executed a Declaration of Covenants, Conditions and
Restrictions for Lighthouse Pointe, Unit No. 1 ("Declaration") and recorded same in
Official records Book 1581 at Page 1253 of the public records of Santa Rosa County,
Florida; and

WHEREAS, the Declaration contemplated the addition of multiple units; and

WHEREAS, Declarant has previously added Unit No. 2 in Corrected First
Amendment to Declaration of Covenants, Conditions and Restrictions for Lighthouse
Pointe, Unit No. 1, a Subdivision, To Add Lighthouse Pointe, Unit No. 2, which was
recorded in Official Records Book 1612 at Page 1988 of the public records of Santa
Rosa County, Florida; and

WHEREAS, Declarant has previously added Unit No. IV in Amendment to
Declaration of Covenants, Conditions and Restrictions for Lighthouse Pointe, Unit No.
1, a Subdivision, To Add Lighthouse Pointe No. III which was recorded in Official
records Book 1685 at Page 1489 of the public records of Santa Rosa County, Florida.

THEREFORE, Declarant now desires that all of the Property described in Exhibit "A"
shall be held, sold and conveyed subject to the easements, restrictions, covenants and
conditions set forth in the Declaration and as amended by this Amendment, all of which are

for the purpose of protecting the value and desirability of said Property and which shall run with the Property and be binding on all parties having any right, title or interest in the Property described in the attached Exhibit "A", or any part thereof, and on all person deraigning title through the Declarant, their respective heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

ARTICLE
DEFINITIONS

- 1) Terms contained in this Amendment shall have same meaning as set forth in the Declaration unless specified otherwise in this Amendment.
- 2) "Amendment" shall mean this instrument entitled Amendment to the Declaration of Covenants, Conditions and Restrictions for Lighthouse Pointe, Unit No. 1 to add Lighthouse Unit No. IV.
- 3) "Properties" or "Property" shall now include the property described on the attached Exhibit "A".
- 4) The definition of "Common Areas" shall be expanded to include all sign easements shown on the Plat.
- 5) The definition of "Common Elements" shall be expanded to include all improvements located on the Common Areas as shown on the Plat.
- 6) The term "Plat" shall now include the plat of Lighthouse Pointe, Unit IV recorded in the public records of Santa Rosa County.
- 7) "Type 2 Lots" shall mean and refer to Lots 179 through 184, both inclusive, Block B, reflected on the plat of Lighthouse Pointe, Unit IV.

ARTICLE II
PROPERTY RIGHTS

In addition to the provision for Property Rights set forth in the Declaration, the following shall apply to Lighthouse Pointe Unit No. IV.

Section 1. Common Area Easements. Every Owner of every Lot shall have a right and easement of enjoyment in and to the Common Areas which shall be appurtenant to and shall pass with title to every Lot (even if not referenced in the document of conveyance) for the following purposes:

- (a) Displaying and maintaining a sign identifying the subdivision on any sign easement shown on Plat.

(b) Such other rights and easements as the Association may determine to be suitable for the use and enjoyment of the Owners.

ARTICLE III
MEMBERSHIP AND VOTING RIGHTS

It is the intention of the Declarant by this Amendment to annex the property described on the attached Exhibit "A" as Lighthouse Pointe IV (such being originally contemplated to have been included in Unit III by the original development plan filed with and approved by Santa Rosa County, Florida) and bring same under the jurisdiction of the Association as contemplated by provisions of Article VIII, Section B of the Declaration.

ARTICLE IV
COVENANT FOR SUBDIVISION MAINTENANCE ASSESSMENTS

The provisions of Article IV, Covenant for Maintenance and Assessments contained in the Declaration shall apply to all Lots in Lighthouse Pointe, Unit IV.

ARTICLE V
ARCHITECTURAL CONTROL

The provisions of Article V, Architectural Control, contained in the Declaration shall apply to all Lots in Lighthouse Pointe, Unit No. IV.

ARTICLE VI
BUILDING SETBACK LINES, CONSTRUCTION RESTRICTIONS AND CONSTRUCTION REQUIREMENTS

All of the provisions of Article VI, Building Setback Lines, Construction Restrictions and Construction Requirements shall apply, as appropriate, to the Lots in Lighthouse Pointe, Unit No. IV subject to the following amendments:

Type 2 Lot: No one-story dwelling shall be erected on any Type 2 Lot having a living area (such defined as being heated and cooled) of less than 1700 square feet.

Lighthouse Pointe, Unit No. IV contains only Type 2 Lots.

ARTICLE VII
GENERAL RESTRICTIONS

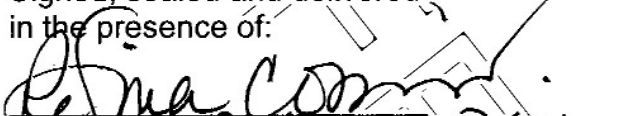
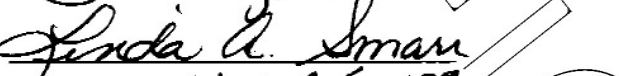
The provisions of Article VII, General restrictions, contained in the Declaration shall apply, as appropriate, to all Lots in the Lighthouse Pointe, Unit No. IV.

**ARTICLE VIII
GENERAL PROVISIONS**

The provisions of Article VIII, General Provisions contained in the Declaration, shall apply to all Lots in Lighthouse Pointe, Unit No IV.

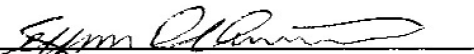
IN WITNESS WHEREOF, the Declarant has executed this Amendment to the Declaration of Covenants, Conditions and Restrictions for Lighthouse Pointe, Unit No. 1 Subdivision to Add Lighthouse Pointe , Unit No. IV, this the 23rd Day of August, 2000.

Signed, sealed and delivered in the presence of:


Printed Name Regina L. O'Brien

Printed Name Linda A. Smarr


DECLARANT:

THE MITCHELL COMPANY, INC.
An Alabama Corporation

BY: 
Jeffrey Michael, It's Senior Vice President

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 23 day of August, 2000, by JEFFREY MICHAEL, Senior Vice-President of THE MITCHELL COMPANY, INC., an Alabama corporation, on behalf of the corporation. He is personally known to me or has produced _____ as identification.


NOTARY PUBLIC
My Commission Expires: _____

(SEAL)

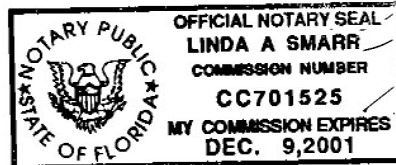


EXHIBIT "A"



LAND DESCRIPTION:



Begin at the Southeast corner of Section 21, Township 2 South, Range 27 West, Santa Rosa County, Florida; thence go South 00 degrees 09 minutes 16 seconds West, along the East line of said Section 21, a distance of 33.13 feet, to the North line of Lighthouse Pointe Unit I as recorded in Plat Book "G" at Page 28 of the public records of said county; thence go North 89 degrees 50 minutes 11 seconds West, along said North line a distance of 200.00 feet, to the West right-of-way line of Windpoint Cove (60' r/w) also the East line of Lot 178 of said Lighthouse Pointe Unit I; thence go North 00 degrees 09 minutes 49 seconds East and along the East line of said Lot 178, a distance of 46.00 feet to the Northeast corner of said Lot 178; thence go North 89 degrees 50 minutes 11 seconds West, along the North line of said Lot 178, a distance of 64.27 feet, to the East line of Lighthouse Pointe Unit II, as recorded in Plat Book "G" at Page 31 of the public records of said County; thence go North 23 degrees 48 minutes 41 seconds West, along said East line of Lighthouse Pointe Unit II, a distance of 396.49 feet to a point on the South line of Lighthouse Pointe Unit III as recorded in Plat Book "G" at Page 55 of the public records of said County, said point being the Northeast corner of Lot 173 of said Lighthouse Pointe Unit II; thence go North 53 degrees 57 minutes 09 seconds East, along said south line a distance of 266.02 feet, to the Southeast corner of Lot 149 of said Lighthouse Pointe Unit III; thence go North 71 degrees 58 minutes 07 seconds East, and along said South line for 221.73 feet, to the East line of said Section 21; thence go South 00 degrees 09 minutes 16 seconds West, along said East line a distance of 601.54 feet to the Point of Beginning. Containing 4.39 acres more or less

UNOFFICIAL COPY

JOINDER BY MORTGAGEE

Compass Bank joins in the execution of these covenants.

Signed, sealed and delivered in
the presence of:

COMPASS BANK

Patricia L. Murray
Print Name PATRICIA L. MURRAY

BY: Philip R. Webb
Print Name PHILIP R. WEBB
It's CEO President

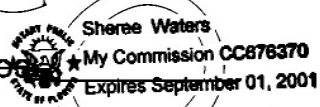
Steve Geci
Print Name STEVE GECI

STATE OF FLORIDA
COUNTY OF ESCAMBIA

The foregoing instrument was acknowledged before me this 30th day of August, 2000, by Philip R. Webb as CEO - President of COMPASS BANK, on behalf of the corporation, who personally appeared before me and who is personally known to me or produced as identification.

Sherae Waters
NOTARY PUBLIC

My Commission Expires September 01, 2001



(SEAL)