375

Prepared by and Return to: Charles D. Brecker, Esq. Sherr, Tiballi, Fayne & Schneider 600 Corporate Drive, Suite 400 Fort Lauderdale, Florida 33334

AMENDMENT TO THE GENERAL COVENANTS, EASEMENTS AND RESTRICTIONS FOR THE LAKES OF SARASOTA

THIS AMENDMENT TO THE GENERAL COVENANTS, EASEMENTS AND RESTRICTIONS FOR THE LAKES OF SARASOTA ("Amendment"), made this 17-day of November, 1986, by SUNDIAL GROUP, INC., a Florida corporation (hereinafter called the "Developer"), joined in and consented to by THE LAKES OF SARASOTA MAINTENANCE ASSOCIATION, INC., a Florida corporation not for profit ("Maintenance Association").

WITNESSETH

WHEREAS, the General Covenants, Easements and Restrictions for The Lakes of Sarasota, dated December 19, 1983, was recorded on December 20, 1983, in Official Records Book 1641, at Page 600, of the Public Records of Sarasota County, Florida (hereinafter called the "Maintenance Covenants"); and

WHEREAS, the Maintenance Covenants was supplemented by the recording of those certain "Supplements" to the General Covenants, Easements and Restrictions for The Lakes of Sarasota, which were recorded in Official Records Book 1740, at Page 1610, in Official Records Book 1785, at Page 2039 and in Official Records Book 1805, at Page 2501, all of the Public Records of Sarasota County, Florida (hereinafter collectively called the "Supplements"); and

WHEREAS, the Supplements had each been recorded so that the terms and conditions of the Maintenance Covenants would be spread to certain additional real property, which is thereafter encumbered by and subject to the Maintenance Covenants (hereinafter called "Committed Property").

WHEREAS, all references to the Maintenance Covenants in this Amendment, shall include terms and conditions of the Supplements, unless stated to the contrary; and

WHEREAS, Developer is the Developer of that certain property known as "The Lakes of Sarasota," which consists of the Committed Property and additional "Uncommitted Property," as such term is defined in the Maintenance Covenants.

WHEREAS, the Maintenance Association has been given the responsibility for maintenance and repair of the common areas contained within the Committed Property, as defined in subparagraph III.A. of the Maintenance Covenants, as amended, as "Common Maintenance Areas;" and

WHEREAS, "Members" (as defined in the Declaration) of the Maintenance Association have met and voted their approval of this Amendment, as more fully set forth in Exhibit "A" attached hereto; and WHEREAS, The "Perimeter Road," is a portion of the "Lakes Estates Common Areas" under that certain "Third Amendment to the Declaration of Protective Covenants, Conditions and Restrictions for the Lakes Estates of Sarasota," which portion is hereinafter defined and designated in Exhibit "B" hereof; and

WHEREAS, "Trails Drive" is a portion of the "Homeowners' Association Common Areas, as more particularly described in that certain "Third Addendum to the Amended Declaration of Protective Covenants, Condition's and Restrictions for the Lakes of Sarasota Homeowners' Property," which portion is hereinafter defined and designated in Exhibit "B" hereof; and

WHEREAS, both the Perimeter Road and Trails Drive shall be hereinafter collectively called the "Loop Road;" and

WHEREAS, all easement and other use rights ("Easement and Use Rights") as to the Perimeter Road were dedicated to the Lakes Estates Association, Inc. ("Lakes Estates Association") under the plat of Lakes Estates, recorded in Plat Book 30, at Page 15, of the Public Records of Sarasota County, Florida; and

WHEREAS, Lakes Estates Association agrees to assign to the Maintenance Association all of its Easement and Use Rights as to the Perimeter Road; and

WHEREAS, Developer is the owner of Trails Drive, which is now being maintained by The Lakes of Sarasota Homeowners' Association ("Homeowners' Association"); and

WHEREAS, Developer agrees to convey title to the Maintenance Association as to Trails Drive, contemporaneous with the recording of this Amendment; and

WHEREAS, Perimeter Road shall then no longer be deemed part of the Lakes Estates Common Areas, but shall be part of the Common Maintenance Areas, administered by the Maintenance Association; and

WHEREAS, Trails Drive shall then no longer be deemed part of the Homeowners' Association Common Areas, but shall be part of the Common Maintenance Areas, administered by the Maintenance Association; and

WHEREAS, the Maintenance Association desires to accept the aforementioned conveyance from The Homeowners' Association and assignment from the Lakes Estates Association, to the Maintenance Association, with the Maintenance Association hereafter responsible for maintenance, repair and replacement, when necessary, of the Loop Road, with the expense thereof to be allocated as described in Paragraph 5 hereof; and

WHEREAS, assessment of the expenses in connection with the maintenance of the Loop Road shall be allocated in a manner separately from and different than the assessment of other expenses of the Common Maintenance Areas; and WHEREAS, it is intended that the use rights and easement across the Loop Road shall benefit all parties described in subparagraph III.A.3 of the Maintenance Covenants, including, without limitation, all "Owners," as such term is defined in the Maintenance Covenants; and

WHEREAS, it is necessary to amend the Maintenance Covenants, as already amended, for purposes of accomplishing the foregoing;

NOW, THEREFORE, in consideration of the premises, covenants and provisions herein contained, Developer and the Maintenance Association hereby amend the Maintenance Covenants in the manner stated below, and the Committed Property shall hereafter be owned, held, used, transferred, sold, conveyed, encumbered, demised and occupied subject to the covenants, conditions, restrictions, easements, reservations, regulations, burdens and liens set forth in the Maintenance Covenants, including all Supplements, and this Amendment, as follows:

- 1. The Recitals set forth above are true and correct.
- 2. Except as otherwise set forth herein, words and phrases used in this Amendment shall have the meanings as set forth in the Maintenance Covenants. It is the intent and purpose of this Amendment to amend the Maintenance Covenants, including the Supplements, only as provided herein. This Amendment shall be liberally construed and if there is any inconsistency between this Amendment and the Maintenance Covenants, as previously supplemented, the terms of this Amendment shall control.
- 3. Maintenance Association Members have met and voted their approval of this Amendment, as more fully described in Exhibit "A" attached hereto.
- 4. The Maintenance Association hereby agrees to accept the assignment of the Easement and Use Rights of the Lakes Estates Association as to the Perimeter Road and the conveyance and transfer of Trails Drive; and the Maintenance Association hereby assumes the obligation and responsibility for maintenance, repair and replacement, when necessary, of the Loop Road.
- 5. With respect to each of Trails Drive and Perimeter Road, the "Maintenance Expenses," as defined in the Maintenance Covenants, for the upkeep of the Loop Road shall be specially allocated, as follows:

A. Trails Drive:

- (i) Fifty percent (50%) of the Trails Drive shall be borne by and shared equally by members of the Homeowners' Association; and
- (ii) Fifty percent (50%) of the expense shall be borne by and shared equally by members of Timberlakes Homeowners Association of Sarasota, Inc., a Florida corporation not for profit, which shall be responsible for administering an adjoining Lakes of Sarasota

"Meighborhood," (as defined in the Maintenance Coverante "Weighborhood, Time delining in the meintenance consisting of forty-six (46) single featly residences handle

B. Perimeter Road:

be borne by and shared equally by members of the Lakes Retates Association: and Estates Association; and

- year riret come? (ii) Fifty percent (50%) of the expense g,shall be borne by and shared equally by sembers of a to-be-formed Florida corporation not for profit which shall be responsible for administering an adjoining percel of land per responsible for administering an adjoining party of upon which approximately ninety (90) single family houses are to be constructed, which shall be developed as an additional Lakes of Sarasota "Heighborhood," as such term in defined in the Heintenance Covenants.
- C. Although the Trails Drive expenses and the Perimeter Road expenses shall be separately classified under any budget of the Maintenance Association, each Member's share of the Trails Drive expenses or Perimeter Road expenses described in this Paragraph 5 shall be deemed an addition to and part of the respective, "Individual Unit Assessment," of the Member under the Maintenance Covenants.
- D. Developer shall pay the expenses of the respective Meighborhood Associations described in Subparagraphs 5(A)(ii) and 5(B)(ii) unless and until a Supplement is recorded reflecting the addition of the respective Meighborhood as Committed Property, pursuant to the Maintenance Covenants.
- Trails Drive shall no longer be dessed part of the Homeowners' Association Common Areas, but shall hereafter be part of the Common Maintenance Areas, as amended hereby, administered by the Haintenance Association; Perimeter Road shall no longer be deemed part of the Lakes Estates Common Areas, but shall hereafter be part of the Common Maintenance Areas, as amended hereby, administered by the Maintenance Association. ger - Kasak K.S.
- 7. The use rights and a non-exclusive essent, across the Loop Road shall benefit all parties described in subparagraph: III.A.3 of the Maintenance Covenants, including, without limitation, all Owners. a sea there c

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- 6. The Loop Road shall hereafter be kept and maintained by the Maintenance Association in substantially the same condition and appearance as has been kept by the Homeowners' Association and the Lakes Estates Association, respectively.
- The Declaration is hereby amended in accordance with the provisions of this Amendment. Except as amended hereby and as interpreted in the manner set forth in Paragraph 2 above, the Declaration, as amended; shall remain and continue in full force and effect and shall not otherwise be deemed modified, revoked or terminated in any

474

10. The Maintenance Association has joined in and consented to this Amendment to indicate its approval and full acceptance of all of the terms and conditions stated herein.

IN WITNESS WHEREOF, this Amendment to the Maintenance Covenants has been signed by Developer, joined in and consented to by the Maintenance Association, on the day and year first above set forth.

Signed, Sealed and Delivered in the Presence of:

SUNDIAL GROUP, INC., a Florida corporation

Bunkell Congell.

Bv:

Donald R. Feaster

Senior Vice President

(Corporate Seal)

JOINED IN AND CONSENTED TO BY: THE LAKES OF SARASOTA MAINTENANCE ASSOCIATION, INC., a Florida corporation not for profit

By:

Donald R. Feaster

President

(Corporate Seal)

STATE OF FLORIDA

COUNTY OF SARASOTA

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to take acknowledgments, Donald R. Feaster, known to me to be the person described in and who executed the foregoing instrument as Senior Vice President of Sundial Group, Inc., a Florida corporation. He acknowledged before me that he executed the foregoing instrument as such officer in the name and on behalf of said corporation and that he also affixed thereto the official seal of the corporation.

WITNESS my hand and official seal in the state and county aforesaid this $27 c \lambda$ day of November, 1986.

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)ss:

My Commission Expires:

W. . .

Molary Public, State of Florida at Large My Commission Expires April 29, 1990 Bonded thru Agent's Notary Brokerage

(SEAL)

Notary Public

State of Florida

STATE OF FLORIDA)
)SS:
COUNTY OF SARASOTA

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to take acknowledgments, Donald R. Feaster, known to me to be the person described in and who executed the foregoing instrument as President of The Lakes of Sarasota Maintenance Association, Inc., a Florida corporation not for profit. He acknowledged before me that he executed the foregoing instrument as such Officer in the name and on behalf of said corporation and that he also affixed thereto the official seal of the corporation.

WITNESS my hand and official seal in the state and county aforesaid this $\sqrt{2\pi k L_{\odot}}$ day of November, 1986.

Notary Public State of Florida

My Commission Expires:

Notary Public, State of Florida at Large My Commission Expires April 29, 1990 Bonded thru Agent's Notary Brokerage

(SEAL)

EXHIBIT "A"

CERTIFICATION TO

THE AMENDMENT

TO THE GENERAL COVENANTS, EASEMENTS AND RESTRICTIONS FOR THE LAKES OF SARASOTA ("DECLARATION")

As Officers and Governors for The Lakes of Sarasota Maintenance Association, a Florida corporation not for profit ("Maintenance Association"), we hereby certify that a meeting of all Maintenance Association Members was held on November 12, 1986 and on such date a vote was taken of all Members to approve the terms of the Amendment attached hereto and such Amendment was approved by not less than two-thirds of such Members.

Although Article I.X.K. of the Declaration provides that until the "Maintenance Turnover Date (as defined in Article X.C of the Amended and Restated Articles of Incorporation of the Lakes Maintenance Association, Inc.), all amendments or modifications to the Declaration shall be made only by Developer without the requirement of the Maintenance Association's consent or the consent of the Owners ard, despite the Turnover Date having not yet occurred, he Maintenance Association, as representative for itself and all of its Members, has joined in the execution of this I mendment, in compliance with the Declaration's post-Maintenance Turnover Date procedure set forth in Article I X.K.2 of the Declaration.

> Lakes of Sarasota Maintenance Association, Inc., a Florida corporation not for profit

Donald R. Feaster

President and Governor

By:

Thomas M. Ferraro Vice President and

Governor

(Corporate Seal)

INGRESS AND EGRESS EASEMENT

A STRIP OF LAND BEING 26.0' WIDE FOR PURPOSES OF INGRESS AND EGRESS EASEMENT. SITUATE IN SECTION 27, TWP. 36 S., RGE. 18 E., SARASOTA COUNTY, FLORIDA, WHOSE CENTERLINE IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE N.E. CORNER OF THE SEL OF SAID SECTION 27; THENCE S 89° 04' 03" W, ALONG THE NORTH LINE OF SAID SEL OF SECTION 27 AND THE CENTERLINE OF BAHLA VISTA STREET, 597.35'; THENCE S 0° 08' 17" E, ALONG THE E'LY R/W FOR MCINTOSH ROAD (100' R/W), 355.28'; THENCE N. 89° 51' 43" E, 295.00'; THENCE S 19° 14' 40" E, 151.22' FOR A IN C.B. 21 PGS. 32-32H , THE LAKES OF SARASOTA CONDOMINIUM I, RECORDED CORDED IN C.B. 23 PGS. 40-40 E , AND THE LAKES OF SARASOTA CONDOMINIUM II, REMINIUM III, AS RECORDED IN C.B. 24 PGS. 46-46E , PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA, THE FOLLOWING COURSES: NE'LY ALONG ARC OF SARASOTA COUNTY, FLORIDA, THE FOLLOWING COURSES: NE'LY ALONG ARC THENCE NE'LY ALONG CURVE THROUGH A CENTRAL ANGLE OF 11° 32' 31", ALONG APC OF SAID CURVE HAVING A RADIUS OF 317.01' THROUGH A CENTRAL THENCE SE'LY ANGLE OF 75° 59' 34", 420.46' TO THE P.R.C. OF A CURVE CONCAVE TO THE S.W.; THENCE SE'LY ANGLE OF 75° 59' 34", 420.46' TO THE P.R.C. OF A CURVE CONCAVE TO THE N.E.; THENCE SE'LY ALONG ARC OF SAID CURVE HAVING A RADIUS OF 312.00' THROUGH A CENTRAL ANGLE OF 39° 15' 19", 213.76' TO THE P.R.C. HAVING A RADIUS OF 525.00' THROUGH A CENTRAL ANGLE OF 2° 00' 30", 643.84'

RECORDER'S MEMO: Legibility of writing, typing or printing for reproductive purpose may be unsatisfactory in this document when received.

DESCRIPTION: THE LAKES ESTATES II (COTTONWOOD TRAIL)

A PARCEL OF LAND SITUATE IN SEC. 26%27, TWP. 36S., RGE. 18E., SARASOTA COUNTY, FLORIDA, BEING A 50.00° WIDE STRIP OF LAND FOR PURPOSES OF INGRESS & EGRESS, IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 1, THE LAKES ESTATES SUBDIVISION AS RECORDED IN PLAT BOOK SO AT PAGES 15 THRU 15E OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA; THENCE N. 89 S1' 43" E. 50.00'; THENCE S. 0 08' 17" E ALONG THE EASTERLY R/W OF COTTONWOOD TRAIL 1065.25'; THENCE S. 89 51' 43" W. 50.00'; THENCE N. 0 08' 17" W. 1065.25' TO THE P.U.B..

CONTAINING 1.223 ACRES OF LAND MORE OR LESS.

DESCRIPTION: THE LAKES ESTATES (INGRESS/EGRESS EASEMENT)

A STRIP OF LAND FOR THE PURPOSES OF INGRESS AND EGRESS EASEMENT, SITUATE IN SEC. 27, TWP. 36S., RGE. 18E., SARASOTA COUNTY, FLORIDA, IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A CORNER OF LOT 1, THE LAKES ESTATES SUBDIVISION AS RECORDED IN PLAT BOOK 30 AT PAGE 15 OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA AT THE EASTERLY R/W LINE OF MCINTOSH ROAD (PUBLIC R/W); THENCE S. 45 08' 17" E. 56.57'; THENCE N. 89 51' 43" E. 290.00' TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE S.W. HAVING A RADIUS OF 283.68'; THENCE S.E.'LY ALONG SAID CURVE FOR AN ARC DISTANCE OF 173.97' THROUGH A CENTRAL ANGLE OF 35 08' 17" TO THE POINT OF TANGENCY; THENCE S. 55 00' 00" E. 1016.65'; THENCE S. 40 58' 02" W. 50.27'; THENCE N. 55 00' 00" W. 853.51'TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE S.W. HAVING A RADIUS OF 458.05'; THENCE N.W.'LY ALONG SAID CURVE FOR AN ARC DISTANCE OF 280.91' THROUGH A CENTRAL ANGLE OF 35 08' 17" TO THE POINT OF TANGENCY; THENCE S. 89 51' 43" W. 289.90'; THENCE S. 44 56' 01" W. 56.64' TO THE SAID EASTERLY R/W LINE; THENCE N. 00 08' 17" W. ALONG SAID EASTERLY R/W LINE; THENCE N. 00 08' 17" W. ALONG SAID EASTERLY R/W LINE; THENCE N. 00 08' 17" W. ALONG SAID EASTERLY R/W LINE; THENCE N. 00 08' 17" W. ALONG SAID EASTERLY R/W LINE; THENCE N. 00 08' 17" W. ALONG SAID EASTERLY R/W LINE; THENCE N. 00 08' 17" W. ALONG SAID EASTERLY R/W LINE; THENCE N. 00 08' 17" W. ALONG SAID EASTERLY R/W LINE 180.00' TO THE P.O.B.

CONTAINING 2.302 ACRES OF LAND MORE OR LESS.

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Prepared by and Return to: Charles D. Brecker, Esq. Sherr, Tiballi, Fayne & Schneider 600 Corporate Drive, Suite 400 Fort Lauderdale, Florida 33334

THIRD AMENDMENT

TO THE

DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS
AND RESTRICTIONS FOR
THE LAKES ESTATES OF SARASOTA

THIS THIRD AMENDMENT TO THE DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE LAKES ESTATES OF SARASOTA ("Third Amendment") made this 17 the day of November, 1986 by SUNDIAL GROUP, INC., a Florida corporation (hereinafter called the "Developer"), joined in and consented to by the LAKES ESTATES HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit ("Lakes Estates Association").

WITNESSETH:

WHEREAS, a Declaration of Protective Covenants, Conditions and Restrictions for the Lakes Estates of Sarasota, dated May 15, 1985, was recorded on June 10, 1985, in Official Records Book 1785, at Page 2043, in the Public Records of Sarasota County, Florida ("Declaration"); and

WHEREAS, the Declaration was amended by that certain Amendment to Declaration of Protective Covenants, Conditions and Restrictions for The Lakes Estates of Sarasota, dated July 29, 1985, and recorded in Official Records Book 1795, at Page 1858, of the Public Records of Sarasota County, Florida ("Amendment"); and

WHEREAS, the Declaration was further amended by that certain Second Amendment to Declaration of Protective Covenants, Conditions and Restrictions for The Lakes Estates of Sarasota, dated December 5, 1985, and recorded in Official Records Book 1822, at Page 2242, of the Public Records of Sarasota County, Florida ("Second Amendment"); and

WHEREAS, Developer is the developer of "The Lakes Estates," according to the plat thereof ("Plat of Lakes Estates"), recorded in Plat Book 30, at Page 15, of the Public Records of Sarasota County, Florida ("Lakes Estates"); and

WHEREAS, the Lakes Estates Association has been given the responsibility for maintenance and repair of the common areas within Lakes Estates, as more particularly described in subparagraph III.A.2 of the Declaration, as amended ("Lakes Estates Common Areas"); and

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WHEREAS, "Members" (as defined in the Declaration) of the Lakes Estates Association have met and voted their approval of this. Third Amendment, as more fully set forth in Exhibit "A" attached hereto; and

WHEREAS, it is the desire of Developer and the Lakes Estates Association, for purposes of uniformity, to transfer

SHERR, TIBALLI, FAYNE & SCHNEIDER, ATTORNEYS AT LAW

to The Lakes of Sarasota Maintenance Association, Inc. ("Maintenance Association") that portion of The Lakes Estates Common Areas, described on the Plat of Lakes Estates as "Private Access," and more particularly described on Exhibit "B" attached hereto (hereinafter called the "Perimeter Road"), assigning to The Maintenance Association the responsibility for maintenance, repair and replacement, when necessary, of the Perimeter Road, with the expense thereof to be allocated as more fully set forth in that certain "Amendment" to the "Maintenance Covenants," as defined herein, which has been executed and recorded contemporaneously herewith; and

WHEREAS, Developer and the Lakes Estates Association intend that the Perimeter Road shall no longer be deemed part of the Lakes Estates Common Areas, but part of the "Common Maintenance Areas," as such term is defined in subparagraph III.A of the General Covenants, Easements and Restrictions for The Lakes of Sarasota, recorded in Official Records Book 1641, at Page 600, of the Public Records of Sarasota County, Florida, as amended ("Maintenance Covenants"), with the Perimeter Road hereafter administered by the Maintenance Association; and

WHEREAS, it is intended that the use rights and easement across the Perimeter Road shall benefit all parties described in subparagraph III.A.3 of the Maintenance Covenants, including, without limitation, all "Owners," as such term is defined in the Maintenance Covenants; and

WHEREAS, all easement and other rights and obligations which were dedicated and set apart on the Plat of Lakes Estates, in favor of The Lakes Estates Association, pertaining to only the Perimeter Road, is hereby assigned to the Maintenance Association; and

WHEREAS, it is necessary to amend the Declaration, as already amended, for purposes of accomplishing the foregoing;

NOW, THEREFORE, in consideration of the premises, covenants and provisions herein contained, Developer and the Lakes Estates Association hereby amend the Declaration in the manner stated below, and the Lakes Estates shall hereafter be owned, held, used, transferred, sold, conveyed, encumbered, demised and occupied subject to the covenants, conditions, restrictions, easements, reservations, regulations, burdens and liens set forth in the Declaration, as amended by the Amendment, the Second Amendment and this Third Amendment, as follows:

- 1. The recitals set forth above are true and correct.
- 2. Except as otherwise set forth herein, words and phrases used in this Third Amendment shall have the meanings as set forth in the Declaration. It is the intent and purpose of this Third Amendment to amend the Declaration, as amended, only as provided herein. This Third Amendment shall be liberally construed and if there is any inconsistency between this Third Amendment and the Decharation, as previously amended, the terms of this Third Amendment shall control.

JOINED IN AND CONSENTED TO BY: LAKES ESTATES HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit

Donald R.

President

(Corporate Seal)

STATE OF FLORIDA)SS: COUNTY OF SARASOTA

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to take acknowledgements, Donald R. Feaster, known to me to be the person described in and who executed the foregoing instrument, as Senior Vice President of Sundial Group, Inc., a Florida corporation. He acknowledged before me that he executed the foregoing instrument as such officer in the name and on behalf of said corporation and that he also affixed thereto the official seal of the corporation.

WITNESS my hand and official seal in the county and state last aforesaid this 17.4 day of November, 1986.

Notary Public

State of Florida 'My Commission Expires: Notary Public, State of Florida at Large My Commission Expires April 29, 1990 Bonded thru Agent's Notary Brokerage

STATE OF FLORIDA

ISS:

COUNTY OF SARASOTA

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to take acknowledgements, Donald R. Feaster, known to me to be the person described in and who executed the foregoing instrument, as President of the Lakes Estates Homeowners Association, Inc., a Florida corporation not for profit. He acknowledged before me that he executed the foregoing instrument as such officer in the name and on behalf of said corporation and that he also affixed thereto the official seal of the corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 1724 day of November, 1986.

State of Florida

My Commission Expires Notary Public, State of Florida at Large My Commission Expires April 29, 1990 Bonded thru Agent's Notary Brokerage