

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

O.R. 2027 PG 2386

BY THIS FIFTH AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE LAKES ESTATES OF SARASOTA, the Lakes Estates Homeowners Association, Inc., a Florida not for profit corporation (Lakes Estates Association), and its Board of Directors (Board) amends the Declaration of Protective Covenants, Conditions and Restrictions for the Lakes Estates of Sarasota as follows:

1. The Declaration of Protective Covenants, Conditions and Restrictions for the Lakes Estates of Sarasota, dated May 15, 1985 and recorded June 10, 1985 in O.R. Book 1785, Page 2043, governs the use of the property contained within the development according to the plat thereof, recorded in Plat Book 30, Page 15, of the Public Records of Sarasota County, Florida.

2. The Declaration of Protective Covenants, Conditions and Restrictions for the Lakes Estates of Sarasota, were amended by Amendment to the Declaration dated July 19, 1985 and recorded July 30, 1985 in O.R. Book 1795, Page 1858, Public Records of Sarasota County, Florida.

3. The Declaration of Protective Covenants, Conditions and Restrictions for the Lakes Estates of Sarasota, were amended further by a second amendment dated December 5, 1985 and recorded in O.R. Book 1822, Page 2242, Public Records of Sarasota County, Florida.

4. The Declaration of Protective Covenants, Conditions and Restrictions for the Lakes Estates of Sarasota, were amended further by a third amendment dated November 17, 1986 and recorded in O.R. Book 1902, Page 1496, Public Records of Sarasota County, Florida.

5. The Declaration of Protective Covenants, Conditions and Restrictions for the Lakes Estates of Sarasota, were amended further by a fourth amendment dated April 21, 1987 and recorded in O.R. Book 1943, Page 2371, Public Records of Sarasota County, Florida.

*✓ Daniel Scott
2170 Main St.
St. Petersburg, Fla. 34123*

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6. It is the intent and purpose of this Fifth Amendment to amend the Declaration, as previously amended, in the manner that is consistent with the provisions set forth in this Fifth Amendment. Accordingly, all of the words and phrases of the Declaration, whether or not referred to specifically by this amendment, shall be deemed to be amended in the manner necessary or appropriate to incorporate all of the provisions of this amendment, so that the entire Declaration shall be consistent with this amendment and be interpreted to carry out the intent and purposes of this amendment. This amendment shall be liberally construed, and if there is any inconsistency between this amendment and the Declaration or previous amendments, the terms of this amendment shall prevail.

7. The following amendments were approved by the consent of the unit owners of at least 2/3 of all units and with the approval of a majority of the Board, as required by the Declaration.

8. Article IX entitled Operating Expenses; certain assessment classifications, paragraph c., entitled insurance, subparagraph 2, is amended to change the requirement for coverage of not less than \$5,000,000.00 to \$1,000,000.00, and shall read as follows:

A comprehensive policy of public liability insurance, and, if appropriate, owners, landlord and tenant policies naming the Lakes Estates Association and, until the Turnover Date, the Developer as named insureds thereof insuring against any and all claims or demands made by any person or persons whomsoever for injuries received in connection with, or arising from, the operation, maintenance and use of the Lakes Estates Common Areas and any improvements and buildings located thereon, and for any other risks insured against by such policies with limits of not less than One Million Dollars (\$1,000,000.00) for damages incurred or claimed by any one person for any one occurrence and not less than One Million Dollars (\$1,000,000.00) for damages incurred or claimed for any one occurrence and for not less than One Hundred Thousand Dollars (\$100,000.00) property damage per occurrence with no separate limits stated for the number of claims. Such coverage shall include as appropriate, without limitation, protection against water damage liability, liability for nonowned and hired automobiles, liability for property of others, host liquor liability and such other risks as are customarily covered with respect to areas similar to the Lakes Estates Common Areas in developments similar to the Lakes Estates in construction, location and use.

9. Section III, entitled Land Use Classifications and

Restrictions, paragraph c., entitled additional provisions for the preservation of the values and amenities of the Lakes Estates, subparagraph 1, entitled improvements to lots, etc., subparagraph (c), is amended to read as follows:

Approval or Disapproval by the Lakes Estates Association: The Lakes Estates Association shall have the right to refuse to approve any Plans which, in its sole discretion, the Lakes Estates Association shall consider the suitability of the proposed Dwelling Units, building, improvements, structures or landscaping materials of which the same are to be built or planned, the Development Plans or portions thereof, the site upon which such are proposed to be erected, the harmony thereof with the surrounding area, property, Dwelling Units, and other improvements and the effect thereof on the adjacent or neighboring property. Any and all approvals or disapprovals of the Lakes Estates Association shall be in writing and shall be sent to the respective Owners. In the event the Lakes Estates Association fails to approve or to disapprove in writing any proposed Plans and any and all of the reasonably requested information and materials related thereto, within a period of 60 days from the date the Proposed Plans are received by The Lakes Estates Association, then said Plans shall be deemed to have been approved by the Lakes Estates Association and the appropriate written approval delivered forthwith. All construction and landscaping shall be done in accordance with the Plans approved by the Lakes Estates Association unless a deviation therefrom has been approved in writing by the Lakes Estates Association. Notwithstanding the foregoing, no Dwelling Unit, improvement, structure or other item for which the Lakes Estates Association approval is required shall be deemed approved pursuant to the foregoing or allowed to remain which violates any of the provisions of this Declaration or any other of the Lakes Estates Documents.

10. Except as amended hereby and by prior amendments, and as interpreted in the manner set forth in paragraph 2 above, the Declaration shall remain and continue in full force and effect and shall not otherwise be deemed modified, revoked or terminated in any manner by this amendment.

IN WITNESS WHEREOF, this Fifth Amendment to Declaration has been signed by the President of the Lakes Estates Homeowners Association, Inc., on April 26, 1988.

Signed, sealed and delivered in the presence of:

Daniel E. Scott
John Scott

John A. Helbert
President

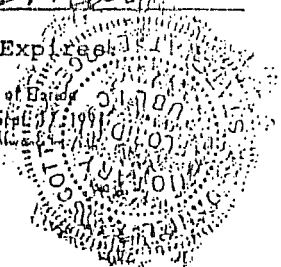
STATE OF FLORIDA
COUNTY OF SARASOTA

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared JOHN HOBACK, as President, to me known to be the person described in and who executed the foregoing instrument and he acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State aforesaid on April 26, 1988.

Daniel E. Scott
NOTARY PUBLIC
My Commission Expires

Notary Public, State of Florida
My Commission Expires Sept 17, 1991
Banded thru tray table



RECORDED IN OFFICIAL
RECORDS
MAY 10 11 AM '88
KAREN E. ROUSHING
CLERK OF CIRCUIT COURT
SARASOTA COUNTY, FL

ret 40:

THIS INSTRUMENT PREPARED BY:
DANIEL E. SCOTT ESQ.
2170 MAIN ST.
SARASOTA, FLORIDA 34177

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