

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

O.R. 1785 PG 2043

THIS DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE LAKES ESTATES OF SARASOTA (herein referred to as the "Declaration") is made this 15th day of May, 1985, by SUNDIAL GROUP, INC., a Florida corporation, its successors and assigns ("Developer"), and joined in by the Lakes Estates Homeowners Association, Inc. (the "Lakes Estates Association").

W I T N E S S E T H :

WHEREAS, Developer is the owner of the real property described in Exhibit "A" attached hereto and made a part hereof located in Sarasota County, Florida, which is defined herein as the "Lakes Estates"; and

WHEREAS, the Lakes Estates is intended to be comprised of residential "Lots" and "Lakes Estates Common Areas" serving the "Owners" (as those terms are hereinafter defined) of such Lots; and

WHEREAS, Developer intends that "Dwelling Units" have been or will be constructed on the Lots by "Builders" (as those terms are hereinafter defined) in accordance with the provisions of this Declaration; and

WHEREAS, Developer desires to provide for the preservation of the values and amenities of the "Lakes Estates" as are hereby or as may be hereafter established; and

WHEREAS, Developer has caused the Lakes Estates Association to be formed, which Lakes Estates Association has joined in this Declaration and to which there has been and will be delegated and assigned certain powers and duties of ownership, operation, administration, maintenance and repair of portions of the Lakes Estates; the enforcement of the covenants and restrictions contained herein; and the collection and disbursement of the "Operating Expenses" (as hereinafter defined) all as more particularly set forth herein.

NOW, THEREFORE, in consideration of the premises and covenants herein contained, Developer hereby declares that the Lakes Estates shall be owned, held, used, transferred, sold, conveyed, encumbered, demised and occupied subject to the covenants, conditions, restrictions, easements, reservations, regulations, burdens and liens hereinafter set forth.

ARTICLE I

DEFINITIONS

The following words and phrases when used in this Declaration (unless the context should clearly reflect another meaning) shall have the following meanings:

1. "Articles" means the Articles of Incorporation of the Lakes Estates Association, a copy of which is attached hereto as Exhibit "C."

2. "Assessments" means the "Individual Unit Assessments" and "Special Assessments" and any and all other Assessments which are levied by the Lakes Estates Association in accordance with the provisions of this Declaration.

O. R. 1785 PG 2044

3. "Board" or "Directors" means the Board of Directors of the Lakes Estates Association.
4. "Builder" means a "Person" owning a "Lot" (as those terms are hereinafter defined) and constructing or causing the construction of a Dwelling Unit on it, and includes Developer for so long as it is the owner of the fee simple title to a Lot (regardless of whether Developer is constructing a Dwelling Unit thereon).
5. "By-Laws" means the By-Laws of the Lakes Estates Association, a copy of which is attached hereto as Exhibit "D."
6. "Committed Property" means that real property described as such in the "Maintenance Covenants" (as that term is hereinafter defined) which includes the Lakes Estates.
7. "Common Maintenance Areas" means the real property described in Subparagraph III.A. of the "Maintenance Covenants."
8. "County" means Sarasota County, Florida.
9. "Declaration" mean this instrument and any and all amendments hereto.
10. "Developer" means Sundial Group, Inc., a Florida corporation, its corporate successors, grantees, and assigns. Developer may assign all or a portion of its rights or obligations hereunder by a written instrument setting forth the rights or obligations so assigned to other Persons and, to the extent of such rights or obligations specifically so conveyed or assigned, such Person shall also be a Developer hereunder if so stated thereunder.
11. "Dwelling Unit" means any residential dwelling unit located on a Lot in the Lakes Estates intended as an abode for one family.
12. "Dwelling Unit Owner" means the owner or owners of the fee simple title to a Dwelling Unit and includes Developer for so long as it is the owner of the fee simple title to a Dwelling Unit.
13. "Individual Unit Assessment" means the Assessment more particularly described in subparagraph VIII.B.2. hereof.
14. "Institutional Mortgagee" shall mean and refer to any lending institution owning a first mortgage covering a Unit including any of the following institutions:
 - (a) Any Federal or state savings and loan or a building and loan association, or commercial bank or other bank or real estate investment trust, or mortgage banking company or any subsidiary thereof; or
 - (b) Any "secondary mortgage market institution" including the Federal National Mortgage Association, Government National Mortgage Association, Federal Home Loan Mortgage Maintenance Association and such other secondary mortgage market institution as the Board shall hereafter approve in writing which has acquired a first mortgage upon a Unit; or
 - (c) Any pension or profit-sharing funds qualified under the Internal Revenue Code; or
 - (d) Any and all investing or lending institutions, or the successors and assigns of such lenders

O. R. 1785 PG 2045

("Institutional Mortgagees") which have loaned money to the Developer and which hold a mortgage upon any portion of the Lakes Estates securing such loans; or

(e) Such other institutional lenders as the Board shall hereafter approve in writing as an Institutional Mortgagee which have acquired a mortgage upon a Dwelling Unit; or

(f) The Developer, if the Developer holds a mortgage on any portion of the Lakes Estates and the transferee of any mortgage encumbering the Lakes Estates which was originally held by the Developer; or

(g) Any life insurance company.

15. "Lakes Estates" means the real property subject to this Declaration and described on Exhibit "A" attached hereto and made a part hereof.

16. "Lakes Estates Association" means the Lakes Estates Homeowners Association, Inc., a Florida corporation not-for-profit. The Lakes Estates Association is a Neighborhood Association.

17. "Lakes Estates Common Areas" means, collectively, the portions of the Lakes Estates which are not Lots, as more fully described in Article III of this Declaration.

18. "Lakes Estates Documents" means in the aggregate this Declaration and amendments thereto, the Articles, the By-Laws, and all of the instruments and documents referred to therein or referred to herein.

19. "Lakes of Sarasota" means the multi-staged, planned community known as the "Lakes of Sarasota" of which the Lakes Estates is a part, planned for development as more particularly described under the Maintenance Covenants.

20. "Lakes of Sarasota Documents" means, in the aggregate, the Maintenance Covenants, any "Supplement" thereto, the Articles of Incorporation and By-Laws of the Maintenance Association, and all of the instruments and documents referred to therein or herein including, but not limited to, amendments to any of the foregoing, as applicable.

21. "Lot" means a portion of the Lakes Estates upon which a Dwelling Unit has been (or is intended to be) constructed, as designated by Developer on the "Plat" (as that term is hereinafter defined).

22. "Maintenance Association" means the Lakes of Sarasota Maintenance Association, Inc., formerly known as the Lakes Maintenance Association, Inc., a Florida corporation not-for-profit.

23. "Maintenance Covenants" means the General Covenants, Easements and Restrictions for The Lakes of Sarasota recorded in Official Records Book 1641, Page 0600 of the Public Records of the County, and any and all amendments and Supplements thereto, which provides for the operation, management and administration of the Lakes of Sarasota, the establishment of Common Maintenance Areas therein, and the assessment of "Maintenance Expenses" (as that term is defined therein).

24. "Maintenance Expenses" means the expenses for which Owners are liable to the Maintenance Association as described in the Maintenance Covenants and any other of the Lakes of Sarasota Documents and includes, but is not limited to, the cost and expenses incurred by the Maintenance

Association in administering, operating, reconstructing, maintaining, financing, repairing, replacing or improving the Common Maintenance Areas or any portion thereof and improvements thereon and all costs and expenses incurred by the Maintenance Association in carrying out its powers and duties hereunder or under any other of the Lakes of Sarasota Documents, the cost of any "Reserves" and any other expenses designated to be Maintenance Expenses by the Board.

25. "Member" means any Person entitled to membership in the Lakes Estates Association.

26. "Neighborhood" means any portion of the "Residential Property" (as that term is defined in the Maintenance Covenants) administered by a Neighborhood Association. The expense of operating and maintaining the Neighborhoods shall be the obligation of the Neighborhood Association Members. The Lakes Estates is a Neighborhood.

27. "Neighborhood Association(s)" means a Florida corporation not-for-profit: (i) responsible for administering one or more condominiums which may be created in the Lakes of Sarasota; or (ii) responsible for operating non-condominium Dwelling Units or Lots, the owners of which are members of the Neighborhood Association. The Lakes Estates Association is a non-condominium Neighborhood Association.

28. "Neighborhood Declaration" means: (i) the Declaration of Condominium by which a particular condominium in The Lakes of Sarasota is submitted to the condominium form of ownership and all amendments thereto; and (ii) a land use document recorded amongst the Public Records of the County and all amendments thereto which establishes the manner of administration and maintenance of non-condominium Dwelling Units or Lots within portions of the Committed Property of which the Owners thereof are members of a Neighborhood Association and whereby certain covenants and use restrictions have been impressed upon portions of the Committed Property. This Declaration is a non-condominium Neighborhood Declaration.

29. "Operating Expenses" means the expenses for which Owners are liable to the Lakes Estates Association as described in this Declaration and in any other of the Lakes Estates Documents, and include, but are not limited to, the costs and expenses incurred by the Lakes Estates Association in fulfilling its obligations hereunder and in administering, operating, owning, constructing, reconstructing, financing, maintaining, repairing and replacing the Lakes Estates Common Areas or portions thereof and improvements thereon.

30. "Owner(s)" or "Unit Owner(s)" means, collectively, the Dwelling Unit Owners and the Builders, but excluding those having an interest in a Unit merely as security for the performance of an obligation.

31. "Person" means an individual, corporation, governmental agency, business trust, estate, partnership, association, two or more persons having a joint or common interest, or any other legal entity.

32. "Plat" means the Plat of the Lakes Estates of Sarasota recorded at Official Records Book _____, Page _____ of the Public Records of the County, a copy of which is attached hereto as Exhibit "B."

33. "Turnover Date" means the date described as such in Article V.C of the Articles.

34. "Unit" means, collectively, Dwelling Units and Lots.

ARTICLE II

PLAN FOR DEVELOPMENT OF THE LAKES ESTATES

A. General Plan for Development

1. In General: Developer is the owner of the real property described in Exhibit "A" which comprises the Lakes Estates. The Lakes Estates is comprised of one hundred and one (101) Lots and the Lakes Estates Common Areas serving same. Developer presently intends that there will ultimately be situated one (1) Dwelling Unit on each of the Lots. The proposed location of the Lakes Estates Common Areas and each Lot and Dwelling Unit thereon is shown on the Plat attached hereto as Exhibit "B." Each Lot is numbered on the Plat corresponding to the numerical designation of the Dwelling Unit to be located thereon.

2. Use of the Lakes Estates: All portions of the Lakes Estates shall be subject to the use limitations, covenants, conditions, restrictions and other provisions imposed thereon as may be set forth in this Declaration. In addition to any other provisions hereof, the provisions of this Declaration shall restrict specified portions of the Lakes Estates to specified use as either Lots or Lakes Estates Common Areas and further restrict certain portions of the Lakes Estates Common Areas to specified uses as more particularly hereinafter set forth.

B. Lakes Estates Association

The Lakes Estates Association has been formed to maintain and operate the Lakes Estates Common Areas for the benefit of the Members. Membership in the Lakes Estates Association is more fully discussed in Article V hereof. The Lakes Estates Association shall assess the Members for Operating Expenses incurred in fulfilling its obligations under this Declaration in accordance with Article VII hereof.

C. Maintenance Association and the Maintenance Covenants

Certain real property in the Lakes of Sarasota (the "Committed Property"), which includes the Lakes Estates, is owned subject to the Maintenance Covenants. The Maintenance Covenants describes the Common Maintenance Areas which serve all of the Committed Property, and sets forth the procedure for the administration, management, operation and maintenance of the Common Maintenance Areas, and that the costs and expenses thereof, which are the Maintenance Expenses, be assessed by the Maintenance Association against all the "Units" (as that term is defined therein), and grant to the Maintenance Association certain remedies for the enforcement of such assessments, including, but not limited to, lien rights against each "Lot" and "Dwelling Unit" (as those terms are defined therein). The Maintenance Covenants also sets forth certain restrictions on the use of all Dwelling Units. The terms "Dwelling Unit" and "Lot" under the Maintenance Covenants include, but are not limited to, the Dwelling Units and Lots as defined herein. Pursuant to the Maintenance Covenants and the other of the Lakes of Sarasota Documents, each Owner shall be a member of the Maintenance Association.

ARTICLE III

LAND USE CLASSIFICATIONS AND RESTRICTIONS

In consideration of the benefits hereinafter contained and the payment of the Operating Expenses, Developer does

O. R. 1785 PG 2047

hereby declare that the following provisions shall be applicable to the Lakes Estates, which shall be transferred, owned, demised, sold, mortgaged, conveyed and occupied subject to the terms of this Declaration as hereinafter set forth:

A. Land Use Classifications of the Lakes Estates

1. Lots: Lots are those portions of the Lakes Estates shown on the Plat as Lots and shall be for "Residential Use" (as hereinafter set forth) only. Except for facilities related to construction, development, sales and rental activities permitted on Lots as hereinafter set forth, "Residential Use" shall include only Dwelling Units and improvements associated with residential purposes such as (but not limited to) garages, drives, driveways, parking spaces, lawn areas, and other amenities as an appurtenance to Dwelling Units being constructed including, but not limited to, recreational and social facilities commonly associated with the type of Dwelling Units in question. No commercial or business occupations may be carried on in the Lots except for the construction, development and sale or rental of the Lots or portions thereof (including, but not limited to, Dwelling Units constructed thereon) and for direct accessory services to the Lots such as utilities, maintenance, and other such services.

2. Lakes Estates Common Areas: The Lakes Estates Common Areas are those portions of the Lakes Estates which are not Lots. Developer declares that the Lakes Estates Common Areas are subject to a perpetual, nonexclusive easement in favor of Developer, the Maintenance Association, the Lakes Estates Association, and Owners, their family members, guests, invitees and lessees to use the Lakes Estates Common Areas for all proper and normal purposes including ingress and egress, parking and for the furnishing of services and facilities for which the same are reasonably intended in accordance with the terms hereof. Developer declares that the Lakes Estates Common Areas shall be subject to, and shall be owned, held, transferred, conveyed, financed, used, demised and occupied, in a manner consistent with the improvement thereof by Developer and subject to the aforesaid easements and the following conditions, restrictions, limitations and use rights, all of which shall run with the Lakes Estates Common Areas and any part thereof.

(a) Roadway, Drainage and Utilities Areas: The Lakes Estates Common Areas designated for use as Roadways, Drainage and Utilities ("RDU Areas") shall always be kept and maintained by the Lakes Estates Association as Roadway, Drainage or Utilities Areas in substantially the same condition and appearance as established by Developer, subject to the specific provisions set forth in this subparagraph 2(a). The RDU Areas shall be used for the intended purpose thereof and no loitering, nuisances, picketing or demonstration shall be permitted thereon.

(i) Roadways: That portion of the RDU Areas designated as Roadways shall always be kept and maintained by the Lakes Estates Association for roadways and as a means of ingress and egress to and from, between and among, publicly dedicated streets and all portions of The Lakes of Sarasota, for the Developer, Lakes Estates Association, Maintenance Association, and Dwelling Unit Owners, their family members, invitees, guests, lessees and licensees.

(ii) Drainage and Utilities Area: That portion of the Drainage and Utilities Area now or hereafter used for drainage or utility easements shall be kept and maintained for the installment and maintenance, construction and repair of utility facilities, including, but not limited

to, electric power, telephone, sewer, water, gas, drainage, irrigation, lighting and television transmission. Developer may landscape, grass, plant or construct Roadways or Parking on the surface of all or portions of the Utility Easement Area, or otherwise use it in a manner not inconsistent with its intended use, and thereafter to the extent possible, such area shall be so maintained, notwithstanding the fact that other utility easements shall be located on, over or under such area or other portions of the Lakes Estates. In the event an applicable governmental agency requires that another entity maintain the Drainage Easement Area, then upon Developer's or Lakes Estates Association's agreement therewith such other entity shall so maintain it. Developer may landscape, grass or plant the surface of all or portions of the Utility or Easement Area, in which event, to the extent possible, such area shall be continued to be kept in substantially the same condition, notwithstanding that further utility or drainage may be located on, over or under such area.

(iii) Nonexclusive Easement: A non-exclusive easement shall exist in favor of the Developer, the Maintenance Association, and their employees, or other designees, and the Lakes Estates Association for the use of the RDU Areas established throughout the Lakes Estates Common Areas, and an easement for ingress, egress, and access to enter any portion of the Lakes Estates Common Areas in order to construct, maintain or repair any RDU Areas and facilities thereon and appurtenances thereto. No structure, landscaping or other material shall be placed or permitted to remain which may damage or interfere with the installation or maintenance of utilities or which may obstruct or retard the flow of water through Drainage Areas or otherwise interfere with any easement or use right provided for in this Article or Article IV hereof.

(b) Entranceway: That portion of the Lakes Estates Common Areas designated by Developer as an Entranceway, if any, and all improvements thereon which may include, without limitation, landscaping, street lights, wall structures, fountains, signs, a guardhouse, limited access gates, and related facilities, and shall be kept and maintained by the Association or its nominee, as an Entranceway to the Lakes Estates for all proper and normal purposes related thereto. No structure or improvement of any kind shall be placed, kept, or suffered anywhere on an Entranceway without prior written consent of Developer.

(c) Open and Landscape Area: Those portions of the Lakes Estates Common Areas designated or used as "Open and Landscape Area" shall be improved, grassed, planted, irrigated, landscaped or paved as determined by Developer and thereafter kept improved, grassed, planted, irrigated, landscaped or paved by the Lakes Estates Association substantially in accordance therewith for the convenience and beautification of the Lakes Estates.

(d) Miscellaneous: Developer reserves the right to designate other uses of the Lakes Estates Common Areas, and further Developer, for itself, its designees, nominees, successors and assigns and the Lakes Estates Association, reserves the right to impose upon the Lakes Estates henceforth and from time to time such easements and cross-easements for such purposes and uses as it deems to be in the best interest of and necessary and proper for the Lakes Estates.

3. Administration; Rules: The administration, management, operation and maintenance of the Lakes Estates Common Areas shall be the responsibility of the Lakes Estates Association except as is specifically otherwise provided herein. The Lakes Estates Association, by its

O.R. 1785 PG 2050

Board, shall have the right to promulgate and impose rules and regulations consistent with the provisions of this Declaration and thereafter modify, alter, amend, rescind and augment any of the same consistent with the terms hereof and the Lakes Estates Documents (collectively the "Rules") with respect to the use, operation and enjoyment of the Lakes Estates Common Areas and any improvements located thereon.

4. Revenues: Revenues received by the Lakes Estates Association for the lease, rental or use of any portion of the Lakes Estates Common Areas, or any facilities thereon, shall be used, to the extent thereof, to defray or offset the Operating Expenses.

5. Developer Rights: Except as may be limited in this Declaration, Developer shall have the right to make such lawful uses of the Lakes Estates as Developer shall, from time to time, determine. Further, in recognition of the fact that Developer will have a continuing and substantial interest in the development and administration of the Lakes Estates, Developer hereby reserves for itself and its successors and assigns, and the Lakes Estates Association hereby acknowledges that Developer and its successors and assigns shall have the complete right and privilege to use and go on all Lakes Estates Common Areas and all other portions of the Lakes Estates for all purposes required in conjunction with and as part of a program of sale, leasing, construction and development without any cost to Developer, its successors and assigns, for such rights and privileges. In addition, Developer may, pursuant to its program of construction, temporarily suspend or interrupt the use of Lakes Estates Common Areas. In the event Developer damages improvements to the Lakes Estates Common Areas, it shall restore same to substantially the original condition or such other condition as it determines consistent with this Declaration. For purposes of this Article III, Paragraph A, subparagraph 5, the term "Developer" shall include any Institutional Mortgagee (as defined in Article II hereof) which has loaned money to Developer to acquire or construct improvements upon the Lakes Estates or its successors and assigns if such Institutional Mortgagee or its successors or assigns acquires title to any portion of the Lakes Estates as the result of the foreclosure of any mortgage encumbering the Lakes Estates securing any such loan to Developer or acquires title thereto by deed in lieu of foreclosure. Developer's rights and privileges and obligations set forth in this Article III, Paragraph A, subparagraph 5, as well as Developer's other rights and privileges and obligations under this Declaration and the other Lakes Estates Documents may be assigned in whole or in part to another developer or such person or entity as Developer in its sole and absolute discretion determines. These rights and privileges herein set forth, which are in addition to and in no way limit any other rights or privileges of Developer under any of the other Lakes Estates Documents, shall terminate upon Developer, its successors and assigns or other designated person ceasing to no longer owning any portion of the Lakes Estates or upon such earlier date as Developer shall notify the Lakes Estates Association in writing of Developer's voluntary written election to relinquish the aforesaid rights and privileges of use.

6. Conveyance and Encumbrance of Lakes Estates Common Areas: The Developer shall, no later than one hundred and twenty (120) days after the Turnover Date, convey the Lakes Estates Common Areas "AS IS" to the Lakes Estates Association, subject to this Declaration, and any provisions of record, and any such other conditions not inconsistent herewith by quit claim deed. All costs involved in such conveyance for documentary stamps, surtaxes, recording expenses, abstracts, title insurance, survey, etc., shall be borne by the Lakes Estates Association. Notwithstanding the

above, conveyance of the Lakes Estates Common Areas may be made in whole or in part at any time prior to the aforesaid date. Except as is hereinafter provided, once the Lakes Estates Common Areas are conveyed to the Lakes Estates Association, the Lakes Estates Common Areas and improvements thereon shall not be abandoned, partitioned, subdivided, alienated, released, transferred, hypothecated, mortgaged or otherwise encumbered, without first obtaining the written approval of mortgagees owning mortgages on Dwelling Units in an aggregate amount of not less than sixty-six and two-thirds (66-2/3%) percent of the amount of all mortgages encumbering Dwelling Units (as shown by the Public Records of the County). The preceding sentence shall not be applicable to, nor prohibit the Developer or the Lakes Estates Association from granting all such easements as are reasonably necessary and appropriate for the development of the Lakes Estates Common Areas and use thereof in a manner consistent with the provisions of the Lakes Estates Documents, nor shall the foregoing prohibit the Developer or Lakes Estates Association from encumbering the Lakes Estates Common Areas, provided such encumbrances are subordinate to the provisions of this Declaration and the funds so loaned are used for improving the Lakes Estates Common Areas.

B. Disputes as to Use

In the event there is any dispute as to whether the use of the Lakes Estates or any portion thereof complies with the covenants, conditions and restrictions contained in this Declaration, such dispute shall be referred to the Board, and a determination rendered by the Board with respect to such dispute shall be final and binding on all parties concerned therewith; provided, however, any use by Developer of the Lakes Estates or any parts thereof in accordance with subparagraph A.5 of this Article III or subparagraph C of this Article III shall be deemed a use which complies with this Declaration and shall not be subject to a determination to the contrary by the Board.

C. Additional Provisions for the Preservation of the Values and Amenities of the Lakes Estates

In order to preserve the values and amenities of the Lakes Estates, the following provisions shall be applicable to the Lakes Estates, and any provisions requiring Developer's approval or consent shall only be applicable to the Turnover Date, at which time the approval or consent of the Lakes Estates Association shall be required:

1. Improvements to Lots, Etc.:

(a) Except for Dwelling Units, buildings and other structures, improvements of any kind (including, but not limited to, any wall, fence, landscaping, planting, swimming pool, screen enclosure, driveway, sidewalk, sewer, drain, water area or outside lighting) platting and architectural, engineering, or site plans pertaining to the development of any Lakes Estates, Dwelling Unit(s) or improvements thereon within the Lakes Estates constructed, installed, placed or developed by or with the approval of the Developer; and additions, alterations, modifications and changes to any of the foregoing by or with the approval of the Developer (collectively "Developer Improvements"), which Developer Improvements are not subject to the approval of the Lakes Estates Association, no Dwelling Unit, building, structures, improvements of any kind (including, but not limited to, any wall, fence, landscaping, planting, swimming pool, screen enclosure, driveway, sidewalk, sewer, drain, water area, or outside lighting), shall be erected, placed, planted or maintained on any portion of the Lakes Estates; no platting, architectural, engineering or site plan

O. R. 1785 PG 2052

pertaining to the development of any Dwelling Unit(s) within the Lakes Estates ("Development Plans") shall be effectuated; and no addition, alteration, modification or changes to any of the foregoing (collectively "Improvements") shall be made without the prior written approval of the Lakes Estates Association.

(b) Method of Obtaining Lakes Estates Association Approval: In order to obtain the approval of the Lakes Estates Association, two (2) complete sets of plans and specifications for the proposed Improvements or Development Plans (collectively, the "Plans") shall be submitted to the Lakes Estates Association for its review. The Plans shall include, as appropriate, the proposed location, grade, elevations, shape, dimensions, exterior color plans, approximate costs, and nature, type and color of materials to be used. The Lakes Estates Association may also require the submission of additional information and materials as may be reasonably necessary for the Lakes Estates Association to evaluate the proposed Plans. The Lakes Estates Association shall evaluate all Plans using standards of the highest level as to the aesthetics, materials and workmanship and as to suitability and harmony of location, structures and external design in relation to surrounding topography, structures and landscaping.

(c) 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, are not suitable or desirable. In approving or disapproving Plans, 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 planted, 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 other reasonably requested information and materials related thereto, 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. However, if any improvement is completed and the Lakes Estates Association does not indicate disapproval thereof for a period of sixty (60) days after the completion of such construction, landscaping or other Improvement, then such construction or landscaping shall be deemed to have been approved 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.

(d) Lakes Estates Association to Adopt Design Rules: The Lakes Estates Association shall have the right to promulgate such further rules and regulations as it deems necessary in order to preserve the values and appearance of the Lakes Estates and thereafter, to modify, alter, amend, rescind and augment any of same (collectively "Design Rules") provided that the Design Rules so promulgated shall not be in conflict with the provisions of any of the Lakes Estates Documents. Such Design Rules shall

not become effective until approved by the Developer in writing so long as the Developer owns any portion of the Lakes Estates and thereafter by the Board. The Lakes Estates Association may adopt a schedule of reasonable fees for the processing of applications which fees shall be subject to the approval of the Board.

(e) Miscellaneous: The Lakes Estates Association does not determine or assume any responsibility for the quality of construction or structural soundness of any Dwelling Units, structures or other Improvements or compliance with and no obligation or liability relating to construction of any Dwelling Units, structures or other Improvements shall result from the Lakes Estates Association's review or approval of any Plans. Furthermore, the Lakes Estates Association does not evaluate Plans to determine whether the Plans satisfy all applicable governmental requirements. Neither the Lakes Estates Association, or the Owners nor their officers, agents or members, shall be liable for any loss, damage, injury or expense arising out of or in any way connected with the performance of the duties hereunder, unless due to willful misconduct.

2. Antennas and Flagpoles: No outside antennas, antenna poles, antenna masts, electronic devices, antenna towers or flagpoles shall be permitted unless approved in writing by the Board.

3. Accessory or Temporary Buildings: No tents and no accessory or temporary buildings or structures shall be permitted unless approved in writing by the Board.

4. Signs: No signs shall be erected or displayed on the property or on any structure, unless the placement and character, form, size, and time of placement of such sign be first approved in writing by the Board. No free standing signs shall be permitted unless approved in writing by the Board. Said signs must also conform with local regulatory ordinances.

5. Maintenance of Premises: No weeds, underbrush, or other unsightly growths shall be permitted to grow or remain upon any Lakes Estates, and no refuse or unsightly objects shall be allowed to be placed or suffered to remain anywhere thereon. In the event that any Owner shall fail or refuse to keep the Lakes Estates free of weeds, underbrush or other unsightly growths or objects, then Developer or the Lakes Estates Association may enter upon the Lakes Estates and remove the same at the expense of such Owner, and such entry shall not be deemed a trespass. The Lakes Estates and any landscaping, buildings, improvements and appurtenances thereon shall be kept in a good, safe, clean, neat and attractive condition, and all buildings and structures shall be maintained in a finished, painted and attractive condition. Upon the failure to maintain the Lakes Estates and any landscaping, buildings, structures, improvements and appurtenances thereon to the satisfaction of Developer, upon the Owner's failure to make such corrections within thirty (30) days of written notice by Developer or the Board, Developer or the Lakes Estates Association may enter upon the Lakes Estates and make such improvements or corrections as may be necessary, the cost of which shall be paid for by the Lakes Estates Association or Owner as a specially assessed Operating Expense. Developer may require the Lakes Estates Association or Owner to deposit with Developer the estimated cost thereof as determined by the Developer. If any Owner fails to make payment within fifteen (15) days after requested to do so by Developer, then the payment requested shall be a lien in accordance with the provisions of Article VII hereof.

O. R. 1785 PG 2054

6. Mining or Drilling: There shall be no mining, quarrying or drilling for minerals, oil, gas or otherwise ("Mining Activity") undertaken within any portion of the Lakes Estates. Activities of Developer or the Lakes Estates Association in dredging any lakes or creating, excavating or maintaining drainage or other facilities or easements shall not be deemed Mining Activities nor will the installation of wells or pumps, in compliance with applicable governmental requirements, or for sprinkler systems for any portions of the Lakes Estates be deemed a Mining Activity.

7. Nuisances: No Owner shall cause or permit any unreasonable or obnoxious noises or odors and no nuisances or illegal activities shall be permitted or maintained on the Lakes Estates. It is intended, however, that noises or odors which are the reasonably expected result of such uses of the Lakes Estates as are specifically permitted or contemplated by this Declaration shall not be deemed unreasonable, obnoxious or a nuisance.

8. Removal of Sod and Shrubbery, Alteration of Drainage, Etc.: Except for Developer's and Builders' acts and activities in the development of the Lakes Estates, no sod, topsoil, muck, trees or shrubbery shall be removed from the Lakes Estates and no change in the condition of the soil or the level of the land of any Lot shall be made which results in any permanent change in the flow or drainage of surface water of or within the Lakes Estates without the prior written consent of the Board.

9. Radio Equipment: No ham radios or radio transmission equipment shall be operated or permitted to be operated without the prior written consent of the Board.

10. Casualty Destruction to Improvements: In the event a building or other improvements upon the Lots are damaged or destroyed by casualty, hazard or other loss, then, within a reasonable period of time after such incident, the Owners thereof shall either commence to rebuild or repair the damaged building or improvements and diligently continue such rebuilding or repairing activities to completion or (upon a determination by the Owners thereof that the improvements will not be repaired or replaced) promptly clear damaged improvements and grass over and landscape such Lots in a sightly manner. As to any such reconstruction of destroyed buildings, same shall only be replaced with buildings of a similar size and type as those destroyed, as approved by Developer.

11. Trucks, Commercial Vehicles, Buses, Recreational Vehicles, Mobile Homes, Boats, Campers, Trailers, Motorcycles, and Vans:

(a) No truck, bus or commercial vehicle of any kind shall be permitted to be parked on the Lakes Estates for a period of more than four (4) hours unless said vehicles are temporarily present and necessary in the actual construction or repair of Dwelling Units or buildings on the Lakes Estates, or are necessary and incident to the business on the Lakes Estates. No truck, bus or commercial vehicle shall be parked overnight unless parked inside a building or within a shielded area.

(b) Mobile homes, boats, campers and trailers may only be parked on the Lakes Estates in designated areas as approved by Developer, if any, and any of said areas shall be screened by landscaping or other suitable means as required by the Lakes Estates Association.

(c) Motorcycles and vans shall not be parked on the Lakes Estates except as authorized by the Board.

(d) None of the vehicles named herein shall be used as a domicile or residence, either permanent or temporary.

12. Nonliability of Developer or Lakes Estates Association: Neither Developer nor the Lakes Estates Association shall in any way or manner be held liable or responsible for approval given hereunder or for any violation of these restrictions by any person or entity other than itself.

13. Owner Compliance:

(a) The covenants, restrictions and servitudes imposed by this Declaration shall apply not only to an Owner, but also to any person or persons, entity or entities, occupying the Owner's premises under lease from the Owner or by permission or invitation of an Owner or its tenants, expressed or implied.

(b) Failure of the Owner to notify said persons or occupants of the existence of said restrictions shall not in any way act to limit or divest the right of Developer or the Lakes Estates Association of enforcement of these restrictions and, in addition, the Owner shall be responsible for all violations of these restrictions by its employees, tenants, licensees, invitees or guests, and by employees, guests, licensees and invitees of its tenants at any time.

14. No Implied Waiver: The failure of Developer or the Lakes Estates Association to object to an Owner's or other party's failure to comply with the covenants or restrictions contained herein or in any other of the Lakes Estates Documents (including the Rules now or hereafter promulgated) shall in no event be deemed a waiver by Developer or the Lakes Estates Association or of any other party having an interest therein of its right to object to same and to seek compliance therewith in accordance with the provisions of the Lakes Estates Documents.

15. Basis of Approval: Approval or disapproval of plans and specifications by Developer or the Lakes Estates Association shall be based on aesthetic values and conformance with this Declaration only, and shall not be deemed to be approved or disapproved under any applicable regulations of any regulatory agency having jurisdiction. Neither Developer nor the Lakes Estates Association shall assume any responsibility for the adequacy of design of any plans or specifications submitted for approval.

16. Delegation to Lakes Estates Association: Developer reserves the right to delegate to the Lakes Estates Association any or all of the rights of review and approval set forth in this Article III, Paragraph C. Such delegation shall be in writing and may, in Developer's sole and absolute discretion, be on a temporary or permanent basis.

17. Rights Reserved by Developer: Notwithstanding anything contained in this Article III, Paragraph C or elsewhere in this Declaration, Developer and its nominees shall have the right to construct, maintain and repair such improvements, including the carrying on of all activities appurtenant thereto or associated therewith, as Developer deems necessary for the development of the Lakes Estates. Further, notwithstanding the other provisions of this Declaration, Developer reserves and Developer and its nominees shall have the right to enter into and transact on the Lakes Estates any business necessary to consummate the sale, lease, improvement, repair, maintenance or encumbrance of units or real property including, but not limited to, the right to maintain models and a sales or rental office, place

O.R. 1785 PG 2055

O.R. 1785 PG 2056

signs, employ sales or rental personnel, use the Lakes Estates Common Areas and show units. Any such models, sales or rental area, sales or rental office, signs and any other items pertaining to such sales, rental, construction, maintenance and repair efforts shall not be considered a part of the Lakes Estates Common Areas and shall remain the property of Developer. This paragraph may not be suspended, superceded or modified in any manner by any amendment to this Declaration unless such amendment is consented to in writing by Developer. This right of use and transaction of business as set forth herein, the provisions of this paragraph and the other rights reserved by Developer in the Lakes Estates Documents may be assigned, in writing, by Developer in whole or in part.

18. Certain Builders' Rights: Notwithstanding anything contained herein, the provisions of subparagraphs C.3 and C.8 shall not apply to a Builder during the period of construction of Dwelling Units by it on Lots to the extent that a waiver of such provisions is necessary and appropriate to permit the Builder to engage in the construction activities required for the normal and proper development of same. In the event of any questions regarding the provisions hereof, Developer until the Turnover Date, and thereafter the Lakes Estates Association, shall make a final determination.

19. No Subdivision: No portion of the Lakes Estates shall be divided, subdivided or sold except as a whole without the written approval of Developer. This restriction shall not be construed as in any manner limiting or preventing the Lakes Estates and the improvements thereon from being submitted to condominium ownership.

20. Rules

The Lakes Estates Association, by its Board, may adopt rules governing the use of the Lakes Estates consistent with the provisions of the Declaration.

ARTICLE IV

EASEMENTS

Grant and Reservation of Easements: Developer hereby grants to the Lakes Estates Association and the other Persons hereinafter set forth, and reserves unto itself and its nominees, the right on behalf of itself and the Lakes Estates Association to grant the following exclusive and nonexclusive easements on, upon, over, across, through and under the Lakes Estates as deemed to be in the best interests of and proper for the Lakes Estates including, but not limited to, easements in favor of Developer, the Maintenance Association, and the Lakes Estates Association, any designees of the foregoing, Builders, the Owners, their family members, guests, invitees and lessees and their family members, guests and invitees and to various governmental and quasi-governmental authorities and agencies and private concerns for the purposes and uses hereinafter specified:

A. Perpetual Nonexclusive Easement to Public Ways

The walks and other rights-of-way on the Lakes Estates shall be and the same are hereby declared and reserved to be subject to a perpetual, nonexclusive easement over and across the same for ingress and access to and egress from the public ways in favor of the Maintenance Association, the Lakes Estates Association, Builders, Developer and the Dwelling Unit Owners for their use and for the use of their family members, guests, invitees, and lessees for all proper and normal purposes. The easement

rights hereunder shall be used in a manner consistent with the structural design of the improvements and shall not be used in a manner so as to create a nuisance.

B. Utility & Governmental Services Easements:

A nonexclusive easement(s) to provide for installation, service, repair and maintenance of the power, electric transmission, television cable, light, telephone, communication, surveillance, gas, water, sewer, garbage, drainage and other utilities and governmental service including police and fire protection, and postal and emergency services including rights of ingress, egress and access for Persons and equipment necessary for such purposes for the benefit of the Developer, the Maintenance Association, the Lakes Estates Association, Builders, and all appropriate utility companies, agencies, franchises or governmental or quasi-governmental agencies.

C. Lakes Estates Common Areas:

A perpetual, nonexclusive easement(s) over and upon the Lakes Estates Common Areas in favor of Developer, the Maintenance Association, the Lakes Estates Association, and the Owners for the use of the Lakes Estates Common Areas and an easement in favor of Developer, the Maintenance Association, and the Lakes Estates Association for ingress, egress, and access to enter any portion of the Lakes Estates in order to construct, maintain, improve and repair any Lakes Estates Common Areas and facilities thereon and appurtenances thereto.

D. Right of the Lakes Estates Association and the Developer to Enter Upon the Lakes Estates:

An easement(s) for ingress, egress and access in favor of the Developer, the Lakes Estates Association, Builders, and all agents, employees, or other designees of the Developer or the Lakes Estates Association to enter upon each Unit and the Lakes Estates Common Areas as necessary for the purpose of inspecting any construction, proposed construction, or improvements or fulfilling the rights, duties and responsibilities of ownership, administration, maintenance and repair of either such Owner or the Lakes Estates Association, as applicable. Such easement shall include an easement in favor of the Lakes Estates Association and the Developer to enter upon the Lakes Estates Common Areas now or hereafter created to use, repair, maintain and replace the same for the purposes for which they are initially designed or dedicated or for which the Developer or the Lakes Estates Association hereafter redesignates them or otherwise determines them to be reasonably suited. Notwithstanding the foregoing, nothing contained therein or herein shall be interpreted to impose any obligation upon the Lakes Estates Association or the Developer to maintain, repair, or construct any Dwelling Unit or other improvement which an Owner is required to maintain, construct or repair.

E. RDU Areas:

A nonexclusive easement shall exist in favor of the Developer and the Lakes Estates Association, and their employees, or other designees, for the use of the RDU Areas established throughout the Lakes Estates and an easement for ingress, egress, and access to enter any portion of the Lakes Estates in order to construct, maintain or repair any RDU Areas and facilities thereon and appurtenances thereto. No structure, landscaping or other material shall be placed or permitted to remain which may damage or interfere with the installation or maintenance of utilities or which may obstruct or retard the flow of water through Drainage Areas or otherwise interfere with any easement provided for in

O.R. 1785 PG 2057

this Article or the rights and restrictions set forth in Article III hereof.

F. Easement for Encroachments:

O.R. 1785 PG 2058

An easement(s) for encroachments in favor of the Developer, the Lakes Estates Association, the Owners, and all persons entitled to use that portion of the Lakes Estates in the event any portion of the improvements located on any portion of the Lakes Estates now or hereafter encroaches upon any of the remaining portions of the Lakes Estates as a result of minor inaccuracies in survey, construction or reconstruction or due to settlement or movement. Any easement(s) for encroachment shall include an easement(s) for the maintenance and use of the encroaching improvements in favor of Developer, the Lakes Estates Association, the Owners and all their designees.

G. Assignments:

The easements reserved hereunder unto the Developer may be assigned by the Developer as it deems appropriate, in whole or in part to the Lakes Estates Association, any city, county or state government or agency thereof, or any duly licensed or franchised public utility, or any other designee of the Developer.

ARTICLE V

MEMBERSHIP AND VOTING RIGHTS IN
THE LAKES ESTATES ASSOCIATION;
BOARD OF DIRECTORS OF THE LAKES ESTATES ASSOCIATION

A. Membership and Voting Rights

The members of the Lakes Estates Association shall be comprised of the Developer and the other Owners. Each Member shall be entitled to the benefit of, and be subject to the provisions of, the Lakes Estates Documents as same may be amended from time to time. The rights of the Members regarding voting, corporate meetings, notices, etc., shall be as set forth in the Articles and By-Laws.

B. Board of Directors

The Lakes Estates Association shall be governed by the Board which shall be elected as set forth in the Articles and By-Laws.

C. Lakes Estates Association Not a
Condominium Association

The Lakes Estates Association is not a condominium association under Chapter 718, Florida Statutes, or otherwise. The Lakes Estates Association has been formed for the primary purpose of maintaining the Lakes Estates Common Areas. The Lakes Estates Common Areas are not condominium property.

ARTICLE VI

THE LAKES OF SARASOTA MAINTENANCE ASSOCIATION, INC.

A. The Maintenance Association manages and administers the Common Maintenance Areas and other parts of the Lakes of Sarasota pursuant to the Maintenance Covenants, its Articles of Incorporation ("Maintenance Articles") and its By-Laws. The membership of the Maintenance Association is described in the Maintenance Articles.

setting forth the amount due to the Lakes Estates Association as of the date the statement is signed. Upon full payment of all sums secured by that lien, the party making payment shall be entitled to a satisfaction of the statement of lien in recordable form. Notwithstanding anything to the contrary herein contained, the lien of the Assessments provided for herein shall be subordinate to the lien of any first mortgage now or hereafter placed upon a Dwelling Unit or Lot by an Institutional Mortgagee of record. Where an Institutional Mortgagee of record obtains title to a Unit as a result of foreclosure of its mortgage or deed in lieu of foreclosure, such acquirer of title, its successors or assigns, shall not be liable for the share of Assessments pertaining to such Unit or chargeable to the former Unit Owner thereof which became due prior to the acquisition of title as a result of the foreclosure or deed in lieu thereof, unless the Assessment against the Unit in question is secured by a claim of lien for Assessments that is recorded prior to the recordation of the mortgage which was foreclosed or with respect to which a deed in lieu of foreclosure was given. The unpaid share of Operating Expenses or Assessments is collectible from all of the Unit Owners, including such acquirer and his successor and assigns.

C. Collection of Assessments

In the event any Unit Owner shall fail to pay Assessments, or any installments thereof, charged to such Unit Owner within fifteen (15) days after the same becomes due, then the Lakes Estates Association, through its Board, shall, in its sole discretion, have any and all of the following remedies, to the extent permitted by law, which remedies are cumulative and which remedies are not in lieu of, but are in addition to, all other remedies available to the Lakes Estates Association:

1. To accelerate the entire amount of any Assessments for the remainder of the calendar year notwithstanding any provisions for the payment thereof in installments.

2. To advance on behalf of the Unit Owner(s) in default funds to accomplish the needs of the Lakes Estates Association up to and including the full amount for which such Unit Owner(s) is liable to the Lakes Estates Association and the amount or amounts of monies so advanced, together with interest at the highest allowable rate, and all costs of collection thereof including, but not limited to, reasonable attorneys' fees, may thereupon be collected by the Lakes Estates Association and such advance by the Lakes Estates Association shall not waive the default.

3. To file an action in equity to foreclose its lien at any time after the effective date thereof. The lien may be foreclosed by an action in the name of the Lakes Estates Association in like manner as a foreclosure of a mortgage on real property.

4. To file an action at law to collect said Assessment plus interest at the highest rate allowed by law plus court costs and reasonable attorneys' fees without waiving any lien rights or rights of foreclosure in the Lakes Estates Association.

D. Collection by Developer

In the event for any reason the Lakes Estates Association shall fail to collect the Assessments, then in that event, Developer shall at all times have the right (but not the obligation): (1) to advance such sums as the Lakes Estates Association could have advanced as set forth above; and (2) to collect such Assessments and, if applicable, any

such sums advanced by Developer, by using the remedies available to the Lakes Estates Association as set forth above, which remedies (including, but not limited to, recovery of attorneys' fees) are hereby declared to be available to Developer.

E. Rights of Developer and Institutional Mortgagees to Pay Assessments and Receive Reimbursement

Developer and any Institutional Mortgagees shall have the right but not the obligation, jointly or singly, and at their sole option, to pay any of the Assessments which are in default and which may or have become a charge against any Units in the Lakes Estates. Further, Developer and any Institutional Mortgagees shall have the right, but not the obligation, jointly or singly, and at their sole option, to pay insurance premiums or fidelity bond premiums or other required items of Operating Expenses on behalf of the Lakes Estates Association where the same are overdue and where lapses in policies or services may occur. Developer and any Institutional Mortgagees paying overdue Operating Expenses on behalf of the Lakes Estates Association will be entitled to immediate reimbursement from the Lakes Estates Association plus any costs of collection including, but not limited to, reasonable attorneys' fees, and the Lakes Estates Association shall execute an instrument in recordable form to this effect and deliver the original of such instrument to each Institutional Mortgagee who is so entitled to reimbursement and to Developer if Developer is entitled to reimbursement.

ARTICLE VIII

METHOD OF DETERMINING ASSESSMENTS AND PROPERTY AND OWNERS TO ASSESS

A. Determining Amount of Assessments

1. Individual Unit Assessment: The total anticipated Operating Expenses for each calendar year shall be set forth in a budget (the "Budget") prepared by the Directors not later than November 15 of the calendar year preceding the calendar year for which the Budget is to be adopted. The total anticipated Operating Expenses or the total guaranteed Operating Expenses during the "Guarantee Period" (as that term is hereinafter defined) (other than those Operating Expenses which are properly the subject of a Special Assessment, as hereinafter set forth) shall be apportioned to determine the Individual Unit Assessment as follows:

The Individual Unit Assessment for each Unit shall be the product arrived at by multiplying the total anticipated Operating Expenses reflected by the Budget, other than those Operating Expenses which are properly the subject of a Special Assessment (adjusted as hereinafter set forth) by a fraction, the numerator of which is the one (1) and the denominator of which shall be the total number of Units.

2. Individual Unit Assessment During Guarantee Period: The term "Guarantee Period" shall mean a period of time commencing with the date of this Declaration and continuing through December 31, 1986. Developer reserves the right, in its sole and absolute discretion, to extend the Guarantee Period beyond December 31, 1986, and thereafter on one (1) or more occasions to again extend it. The Association shall be advised in a written notice of any such extension of the Guarantee Period and the amount of the new Guaranteed Assessment at least thirty (30) days prior to the termination of the Guarantee Period or an extension thereof. During the initial Guarantee Period, it is

O. R. 1785 PG 2062

covenanted and agreed by Developer that Individual Unit Assessments shall not exceed an annual amount of Eight and 50/100 (\$.50) Dollars (the "Guaranteed Assessment") and that Developer shall pay the difference, if any, between the amount of money spent by the Lakes Estates Association for Operating Expenses (other than Operating Expenses which are properly the subject of a Special Assessment) during such Guarantee Period. Thereafter, should Developer elect to extend the Guarantee Period as aforesaid, the amount of such Guaranteed Assessment during such extended Guarantee Period shall be the amount set forth by Developer in the notice to the Lakes Estates Association. Notwithstanding anything contained herein, the Guarantee Period shall terminate upon the Turnover Date.

B. Assessment Payments

The Individual Unit Assessments shall be payable monthly or quarterly, in advance, on the first day of each month or quarter (January, April, July, October), as appropriate, of each year, as the Board shall determine.

C. Special Assessments

"Special Assessments" include, but are not limited to, in addition to other Assessments designated as Special Assessments in the Lakes Estates Documents and whether or not for a cost or expense which is included within the definition of "Operating Expenses," those Assessments which are levied for capital improvements which include the costs (whether in whole or in part) of constructing or acquiring improvements for or on the Lakes Estates Common Areas or the cost (whether in whole or in part) of reconstructing or replacing such improvements or for unanticipated expenses or for expenses of litigation. Special Assessments shall be assessed in the same manner as the Individual Unit Assessment provided that no Units owned by Developer shall be subject to any Special Assessments without the prior written consent of Developer. Any Units owned by Developer which are not subject to a Special Assessment shall not be deemed to be Units in determining the respective amount of such Special Assessments being assessed against the Units subject thereto. Special Assessments shall be paid in such installments or in lump sum as the Board shall, from time to time, determine. This right of approval of Special Assessments by Developer shall end on the Turnover Date.

D. Liability of Unit Owners
for Individual Unit Assessments

By the acceptance of a deed or other instrument of conveyance of a Dwelling Unit or Lot, each Owner thereof acknowledges that all Unit Owners are jointly and severally liable for their own Individual Unit Assessments and their applicable portion of any Special Assessments as well as for all Assessments for which they are liable as provided for herein. Such Owners further recognize and covenant that they are jointly and severally liable with the Owners of all units (except for Developer during the Guarantee Period and as may be otherwise provided herein) for the Operating Expenses. Accordingly, it is recognized and agreed by each Owner who is or becomes a Unit Owner for himself and his heirs, executors, successors and assigns that in the event Unit Owners fail or refuse to pay their Individual Unit Assessments or any portion thereof or their respective portions of any Special Assessments or other Assessments, then the other Unit Owners may be responsible for increased Individual Unit Assessments by Special Assessment or regular Assessments due to the nonpayment by such other Unit Owners, and such increased Individual Unit Assessment or Special or other Assessment can and may be enforced by the Lakes Estates Association and Developer in the same manner as all other Assessments hereunder as provided in this Declaration.

ARTICLE IX

OPERATING EXPENSES; CERTAIN
ASSESSMENT CLASSIFICATIONS

O.R. 1785 PG 2063

The following expenses of the Lakes Estates Common Areas and the Lakes Estates Association are hereby declared to be Operating Expenses which the Lakes Estates Association is obligated to assess and collect and which the Unit Owners are obligated to pay as provided herein or as may be otherwise provided in the Lakes Estates Documents.

A. Taxes

Any and all taxes levied or assessed at any and all times upon the Lakes Estates Common Areas or any improvements thereto or thereon by any and all taxing authorities or districts, and against all personal property and improvements, which are now or which hereafter may be placed thereon, including any interest, penalties and other charges which may accrue thereon.

B. Utility Charges

All charges levied for utilities providing services for the Lakes Estates Common Areas.

C. Insurance

The premiums on the policy or policies of insurance which the Lakes Estates Association, in its sole discretion, determines to obtain, provided, however, that the Lakes Estates Association shall obtain and maintain the following insurance coverage:

1. Property insurance in an amount equal to the then full replacement cost, exclusive of land, foundation, excavation and other items normally excluded from such coverage, of all buildings and improvements now or hereafter located upon the Lakes Estates Common Areas and such insurance shall afford protection against at least the following:

(a) loss or damage by fire and other hazards covered by the standard extended coverage endorsement, and by sprinkler leakage, debris removal, cost of demolition, vandalism, malicious mischief, windstorm, and water damage; and

(b) such other risks as shall customarily be covered with respect to areas similar to the Lakes Estates Common Areas in developments similar to the Lakes Estates in construction, location and use.

2. 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 (\$1,000,000.00) Dollars for damages incurred or claimed by any one person for any one occurrence and not less than Five Million (\$5,000,000.00) Dollars for damages incurred or claimed for any one occurrence and for not less than One Hundred Thousand (\$100,000.00) Dollars 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.

3. Adequate fidelity coverage to protect against dishonest acts on the part of officers, Directors, and employees of the Lakes Estates Association and all others who handle or are responsible for handling funds of the Lakes Estates Association, such coverage to be in the form of fidelity bonds which meet the following requirements:

(a) Such bonds shall name the Lakes Estates Association as an obligee;

(b) Such bonds shall be written in an amount equal to at least fifty (50%) percent of the estimated annual Operating Expenses;

(c) Such bonds shall contain waivers of any defense based upon the exclusion of persons who serve without compensation from any definition of "employee" or similar expression.

4. Such other forms of insurances and in such coverages as the Lakes Estates Association shall determine to be required or beneficial for the protection or preservation of the Lakes Estates Common Areas and any buildings and improvements now or hereafter located thereon or in the best interests of the Lakes Estates or the Lakes Estates Association.

5. All policies of insurance or fidelity bonds required to be obtained by the Lakes Estates Association pursuant to this Paragraph IX.C shall provide that they may not be cancelled or substantially modified by any party without at least thirty (30) days' prior written notice to the Lakes Estates Association and to each Institutional Mortgagee which is listed as a scheduled holder of a first mortgage encumbering a Dwelling Unit in such insurance policy.

D. Maintenance, Repair, Replacement and Operation

Any and all expenses necessary to operate, maintain, preserve and protect any portions of the Lakes Estates Common Areas or to construct or reconstruct any structure thereon or improvement thereto shall be an Operating Expense.

E. Administrative and Operational Expenses

The costs of administration for the Lakes Estates Association in the performance of its functions and duties under the Lakes Estates Documents including, but not limited to, costs for secretarial and bookkeeping services, salaries of employees, legal and accounting fees and contracting expenses. Further, the Lakes Estates Association may employ the necessary personnel and contract with the necessary persons or entities to carry out the obligations hereunder including maintenance and surveillance functions.

F. Compliance with Laws

The cost and expense of compliance with all laws, statutes, ordinances and regulations shall be an Operating Expense.

G. Indemnification

O.R. 1785 PG 2065

The Lakes Estates Association covenants and agrees that it will indemnify, defend and hold harmless Developer, its officers, agents and employees, from and against any and all claims, suits, actions, causes of action or damages arising from any personal injury, loss of life or damage to property sustained on or about the Lakes Estates Common Areas and improvements thereof and thereon, and from and against all costs, expenses, counsel fees (including, but not limited to, all trial and appellate levels and whether or not suit be instituted), expenses and liabilities incurred by Developer arising from any such claim, investigation thereof, or the defense of any action or proceedings brought thereon, and from and against any orders, judgments or decrees which may be entered thereon. The Lakes Estates Association shall also indemnify Developer, its officers, agents, and employees for any expense Developer may incur in bringing any suit or action for the purpose of enforcing the rights of Developer under any of the Lakes Estates Documents or of compelling the specific enforcement of the terms, conditions and covenants contained in any of the Lakes Estates Documents to be kept or performed by the Lakes Estates Association or the Owners. The costs and expense of fulfilling this covenant of indemnification set forth in this Paragraph shall be an Operating Expense.

H. Failure or Refusal of Contributing Unit Owners to Pay Assessments

Funds needed for Operating Expenses due to the failure or refusal of Unit Owners to pay Assessments levied shall themselves be deemed to be Operating Expenses and properly the subject of an Assessment; provided, however, that any Assessment for any such sums so needed to make up a deficiency due to the failure of Unit Owners to pay an Assessment shall be deemed to be a Special Assessment subject to the limitations thereon with respect to Units owned by Developer.

I. Extraordinary Items

Extraordinary items of expense under the Lakes Estates Documents, such as expenses due to casualty losses and other extraordinary circumstances shall be the subject of a Special Assessment.

J. Costs of Reserves

The funds necessary to establish an adequate reserve fund (the "Reserves") for depreciation, replacement or deferred maintenance of the Lakes Estates Common Areas and the facilities and improvements thereupon in amounts determined by the Board from time to time shall be an Operating Expense. The Reserves shall be deposited in a separate account to provide such funds and the Reserves. The monies collected by the Lakes Estates Association on account of Reserves shall be and shall remain the exclusive property of the Lakes Estates Association and no Owner shall have any interest, claim or right to such Reserves or any fund composed of same.

K. Miscellaneous Expenses

The cost of all items of costs or expense pertaining to or for the benefit of the Lakes Estates Association or the Lakes Estates Common Areas or any part thereof not herein specifically enumerated and which is determined to be an appropriate item of Operating Expense by the Board shall be an Operating Expense.

ARTICLE X

GENERAL PROVISIONS

A. Lawful Use of the Lakes Estates

Each portion of the Lakes Estates will be subject to the Maintenance Association and the Lakes Estates Association and each Owner will conform to and observe all laws, statutes, ordinances, rules and regulations of the United States of America, the State of Florida, the County and any and all other governmental and public authorities and boards or officers of the same relating to the Lakes Estates, any improvements thereon, or the use thereof and no illegal purpose or use shall be permitted on the Lakes Estates.

B. Incorporation of Lakes Estates Association Documents

Any and all deeds conveying a Dwelling Unit or Lot or any other portion of the Lakes Estates shall be conclusively presumed to have incorporated therein all of the terms and conditions of the Lakes Estates Documents including, but not limited to, this Declaration, whether or not the incorporation of the terms and conditions of the Lakes Estates Documents is specifically set forth by reference in such deed, and acceptance by the grantee of such deed shall be deemed to be acceptance by such grantee of all of the terms and conditions of the Lakes Estates Documents.

C. Notices

1. Any notice or other communication required or permitted to be given or delivered hereunder to the Maintenance Association, the Lakes Estates Association or any Owner or Developer shall be deemed properly given and delivered upon the mailing thereof by United States mail, postage prepaid to: (a) any Owner, at the address of the person whose name appears as said Owner on the records of the Lakes Estates Association at the time of such mailing and, in the absence of any specific address, at the address of any Dwelling Unit owned by such Dwelling Unit Owner; (b) the Lakes Estates Association at 1255 McIntosh Road, Sarasota, Florida 33582, or such other address as the Lakes Estates Association shall hereinafter notify Developer and the Owners of in writing; (c) the Maintenance Association at 1255 McIntosh Road, Sarasota, Florida 33582; and (d) Developer at One Beach Dr., Suite 201M, St. Petersburg, Florida 33701, or such other address or addresses as Developer shall hereafter notify the Lakes Estates Association of in writing, any such notice to the Lakes Estates Association of a change in Developer's address being deemed notice to the Owners. Upon request of an Owner, the Lakes Estates Association shall furnish to such Owner the then current address for Developer as reflected by the Lakes Estates Association records.

2. Upon receipt by the Lakes Estates Association from any Institutional Mortgagee of a copy of the mortgage held by such Institutional Mortgagee on a Dwelling Unit, together with written request therefor from such Institutional Mortgagee specifying the address to which the following items are to be sent, the Lakes Estates Association shall timely send to such Institutional Mortgagee the following (until the Lakes Estates Association receives a written request from such Institutional Mortgagee to discontinue sending the following items or until the mortgage is discharged of record):

O.R. 1785 PG 2066

O. R. 1785 PG 2067

(a) A copy of any notice of a meeting of the Lakes Estates Association or of the Lakes Estates Association Board which is thereafter sent to the Owner of such Unit; and

(b) A copy of any financial statement of the Lakes Estates Association which is thereafter sent to the Owner of such Unit; and

(c) Written notice of any termination by the Lakes Estates Association of any professional management of the Lakes Estates Common Areas, and the assumption by the Lakes Estates Association of the self-management of the Lakes Estates Common Areas; provided, however, such assumption by the Lakes Estates Association of the self-management of Lakes Estates Common Areas upon termination of any professional management shall not occur unless approved by the Owners of sixty-seven percent (67%) of the Units, and the Institutional Mortgagees holding first mortgages encumbering fifty-one percent (51%) of the Units, encumbered by such first mortgages, if such professional management has previously been required by such Institutional Mortgagees; and

(d) Thirty (30) days' prior written notice of the cancellation or termination by the Lakes Estates Association of any policies of insurance covering the Lakes Estates Common Areas or any improvements thereon, or any fidelity bonds of the Lakes Estates Association for its officers, Directors, or employees as well as copies of any notices of cancellation by others received by the Lakes Estates Association with respect thereto; and

(e) Written notice of any damage or destruction to the improvements located on the Lakes Estates Common Areas which affects a material portion of the Lakes Estates Common Areas; and

(f) Written notice of any condemnation or eminent domain proceeding or proposed acquisition arising therefrom with respect to the Lakes Estates Common Areas; and

(g) Written notice of any material amendment to, or the abandonment or termination of, this Declaration in accordance with the terms hereof or of any proposed action which would require the consent of Institutional Mortgagees; and

(h) Written notice of any failure by an Owner owning a Unit encumbered by a first mortgage held by such Institutional Mortgagee to perform his obligations under the Lakes Estates Documents, including, but not limited to, any delinquency in the payment of any Assessments where such failure or delinquency has continued for a period of sixty (60) days.

3. The failure of the Lakes Estates Association to send any such notice to any such Institutional Mortgagees shall have no effect on any meeting, act or thing which was to have been the subject of such notice nor affect the validity thereof.

D. Protect Legal Title to Lakes Estates Common Areas

Until the Turnover Date, no one may grant, lease, convey, pledge, encumber, assign, hypothecate or mortgage any interest in the Lakes Estates Common Areas without Developer's prior written consent, which consent may be unreasonably withheld. Further, except for Developer, no one may incur any indebtedness giving a right to a lien of any kind or character upon the right, title or any interest of Developer in and to that portion of the Lakes Estates

Common Areas owned by it, and no person shall ever be entitled to any such lien. All persons contracting with the Lakes Estates Association, or Owners or persons furnishing materials or labor thereto, as well as all persons whomsoever, shall be bound by the provisions hereof.

E. Enforcement

1. The covenants and restrictions herein contained or contained in any of the Lakes Estates Documents may only be enforced by the following parties in the following descending order: (1) Developer; (2) the Lakes Estates Association; (3) the Owners of not less than ten (10) Units. In the event that a party with a lesser priority desires to so enforce, then that party must first give thirty (30) days written notice to the parties with higher priority and if, during such period, the parties of the higher priority do not initiate enforcement procedures, then the party of lesser priority may so initiate such enforcement procedures. In the event enforcement procedures are initiated within the aforesaid thirty (30) day period and thereafter terminated prior to the correction of such violation, then the party with lesser priority who gave notice may initiate enforcement procedures. A party not initiating enforcement procedures shall incur no liability for such nonenforcement. The Lakes Estates Documents may be enforced as aforesaid in any judicial proceedings seeking any remedy recognizable at law or equity including damages, injunction or other forms of relief against any person, firm or entity violating or attempting to violate any covenants, restrictions or provisions hereunder. The failure by any party to enforce any such covenant, restriction or provision herein contained shall in no event be deemed a waiver of such covenant, restriction or provision or of the right of such party to thereafter enforce such covenant, restriction or provision. The prevailing party in any such litigation shall be entitled to all costs thereof including, but not limited to, reasonable attorneys' fees.

2. Notwithstanding the availability of the remedies set forth in Paragraph E.1 of this Article X. above, the Lakes Estates Association shall also have the power to assess reasonable fines as set forth in the By-Laws to enforce any of the provisions of this Declaration, the By-Laws, or the Rules.

F. Captions, Headings and Titles

Article, Paragraph and subparagraph captions, headings and titles inserted throughout this Declaration are intended as a matter of convenience only and in no way shall such captions, headings or titles define, limit, or in any way affect the subject matter of any of the terms and provisions of this Declaration.

G. Context

Whenever the context so requires or admits, any pronoun used herein may be deemed to mean the corresponding masculine or feminine form thereof and the singular form of any nouns and pronouns herein may be deemed to mean the corresponding plural form thereof and vice versa.

H. Attorneys' Fees

Any provision in this Declaration for the collection or recovery of attorneys' fees shall be deemed to include, but not be limited to, attorneys' fees for the attorneys' services at all trial and appellate levels and, unless the context clearly indicates a contrary intention, whether or not suit is instituted.

I. Severability

In the event any of the provisions of this Declaration shall be deemed invalid by a court of competent jurisdiction, said judicial determination shall in no way affect any of the other provisions hereof, which shall remain in full force and effect, and any provisions of this Declaration deemed invalid by a court of competent jurisdiction by virtue of the term or scope thereof shall be deemed limited to the maximum term and scope permitted by law. Further, the invalidation of any of the covenants or restrictions or terms and conditions of this Declaration or reduction in the scope or term of the same by reason of judicial application of the legal rules against perpetuities or otherwise shall in no way affect any other provision which shall remain in full force and effect for such period of time and to such extent as may be permitted by law.

J. Amendment and Modification

The process of amending or modifying this Declaration shall be as follows:

1. Until the Turnover Date, all amendments or modifications shall be made only by Developer without the requirement of the Lakes Estates Association's consent or the consent of the Owners; provided, however, that the Lakes Estates Association shall, forthwith upon request of Developer, join in any such amendments or modifications and execute such instruments to evidence such joinder and consent as Developer shall from time to time request.

2. After the Turnover Date, this Declaration may be amended (a) by the consent of the Unit Owners of two-thirds (2/3) of all Units together with (b) the approval or ratification of a majority of the Board. The aforementioned consent of the Unit Owners may be evidenced by a writing signed by the required number thereof or by the affirmative vote of the required number thereof at any regular or special meeting of the Lakes Estates Association called and held in accordance with the Lakes Estates Association By-Laws evidenced by a certificate of the Secretary or an assistant secretary of the Lakes Estates Association.

3. Amendments for corrections of scrivener's error or other non-material changes may be made by Developer alone until the Turnover Date and thereafter by the Board alone without the need of consent of the Unit Owners.

4. Notwithstanding anything to the contrary herein contained, no amendment to this Declaration shall be effective which shall impair or prejudice the rights or priorities of Developer, the Lakes Estates Association or of any Institutional Mortgagee under this Declaration or any other of the Lakes Estates Documents without the specific written approval of such Developer, Lakes Estates Association or Institutional Mortgagee affected thereby.

5. A true copy of any amendment to this Declaration shall be sent certified mail by the Lakes Estates Association to Developer and to all Institutional Mortgagees requesting notice pursuant to Paragraph C hereinabove of this Article.

6. Notwithstanding the foregoing provisions of this Paragraph J, no amendment to the Declaration shall be effective which shall impair or prejudice the rights or priorities of Developer, the Lakes Estates Association, or of any Institutional Mortgagee under this Declaration or any other of the Lakes Estates Documents without the specific written approval of such Developer, Lakes Estates Association or Institutional Mortgagee affected thereby; and

O.R. 1785 PG 2069

(b) the approval of Institutional Mortgagees holding first mortgages encumbering at least fifty-one percent (51%) of the Units, encumbered by mortgages held by Institutional Mortgagees shall be required to materially amend any provisions of this Declaration or to add any material provision hereto, which establish, provide for, govern or regulate any of the following: (1) voting; (2) assessments, assessment liens or subordination of such liens; (3) reserves for maintenance, repair and replacement of the Lakes Estates Common Areas; (4) insurance or fidelity bonds; (5) rights to use the Lakes Estates Common Areas; and (6) responsibility for maintenance and repair of the Lakes Estates Common Areas. Furthermore, notwithstanding anything to the contrary herein contained, no amendment to this Declaration shall be effective which would increase the liabilities of an Owner or prejudice the rights of the Owner or his family members, guests, invitees and lessees to utilize or enjoy the benefits of the Lakes Estates Common Areas unless the Owner or Owners and the holder, insurer, or guarantor, if any, of the Unit so affected consent to such amendment in writing (or unless such amendment is adopted in accordance with the procedures required for adoption of an amendment to this Declaration after the Turnover Date) and approved by fifty-one percent (51%) of the Institutional Mortgagees holding first mortgages on Dwelling Units encumbered by such mortgages.

K. Condemnation

In the event the Lakes Estates Association receives any award or payment arising from any taking of the Lakes Estates Common Areas or any part thereof as a result of the exercise of the right of condemnation or eminent domain, the net proceeds thereof shall first be applied to the restoration of the remaining Lakes Estates Common Areas and improvements thereon to the extent deemed advisable by the Lakes Estates Association and the remaining balance of such net proceeds, if any, shall then be held by the Lakes Estates Association for the use of the Lakes Estates Association.

L. Declaration Runs with the Land; Term

This Declaration and the terms, provisions, conditions, covenants, restrictions, reservations, regulations, burdens, benefits and liens contained herein, including, without limitation, the provisions for assessment of the Operating Expenses shall run with and bind the Lakes Estates and inure to the benefit of Developer, the Lakes Estates Association, Owners, Institutional Mortgagees and their respective legal representatives, heirs, successors and assigns for a term of ninety-nine (99) years from the date of the recording of this Declaration amongst the Public Records of the County after which time this Declaration shall be automatically renewed and extended for successive periods of ten (10) years each unless at least one (1) year prior to the termination of such ninety-nine (99) year term or any such ten (10) year extension there is recorded amongst the Public Records of Sarasota County, Florida, an instrument (the "Termination Instrument") signed by the Unit Owners of at least two-thirds (2/3) of all Units and the Institutional Mortgagees holding at least two-thirds (2/3) of all mortgages (by number and not by unpaid amount thereof) encumbering the Units agreeing to terminate this Declaration, upon which event this Declaration shall be terminated upon the expiration of the ninety-nine (99) year term or the ten (10) year extension thereof during which the Termination Instrument is recorded. Notwithstanding the foregoing, unless specifically otherwise provided in the Termination Instrument, the easements granted hereunder shall be perpetual and shall not terminate.

O.R. 1785 PG 2071

M. Lakes Estates Association Delegation

The Lakes Estates Association may delegate any of its powers of architectural control and permitted uses of the Lakes Estates under this Declaration to the Maintenance Association.

N. Completion of Construction - Remedy

Once the construction of any Unit or other structure is begun, work thereon must be executed diligently and completed within a reasonable time. If for any reason work is discontinued or there is no substantial progress toward completion until the Turnover Date and thereafter the Lakes Estates Association, for a continuous sixty (60) day period, then Developer shall have the right to notify the Owner of its intentions herein, enter the Unit and take such steps as might be required to correct the undesirable appearance or existence of the Unit or other structure including, but not limited to, demolition or removal thereof, or pursue any of the remedies under this Declaration. The reason for such correction may include but not be limited to aesthetic grounds. The Owner shall be liable for all costs and attorneys' fees incurred in such action which shall be a continuing lien against said Unit in accordance with Article VII.

O. Non-Liability of Developer

The Developer shall not in any way or manner be held liable or responsible for any violation of this Declaration by any Person.

P. Conflict

In the event of a conflict between the provisions of this Declaration and the Articles or By-Laws, or Rules, the provisions hereof shall prevail.

IN WITNESS WHEREOF, this Declaration has been signed by Developer and the Lakes Estates Association on the day and year first above set forth.

Witnesses:

SUNDIAL GROUP, INC.

Jamara S. Swearingen

By: [Signature]

Alan W. Kimbro,
as Executive Vice President

Jill A. Honek

Attest: [Signature]
Robert Arnow, Jr.,
as Secretary

[CORPORATE SEAL]

THE LAKES ESTATES HOMEOWNERS ASSOCIATION, INC.

Jamara S. Swearingen

By: [Signature]
President

Jill A. Honek

Attest: [Signature]
Secretary

[CORPORATE SEAL]

O. R. 1785 PG 2072

STATE OF FLORIDA)
COUNTY OF Polk) ss.:

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized and acting, Alan W. Kimbro and Robert Arnow, Jr., the Executive Vice President and Secretary, respectively, of SUNDIAL GROUP, INC., to me known to be the persons who signed the foregoing instrument as such officers, and they severally acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned, and they affixed thereto the official seal of said corporation. and that the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 15th day of May, 1985.

Diane E. Richards
Notary Public
My Commission Expires: Notary Public, State of Florida or Larger Jurisdiction Expires May 24, 1987

STATE OF FLORIDA)
COUNTY OF Suwannee) ss.:

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized and acting, ALAN W. KIMBRO and DONALD R. PEASTER, the President and Secretary, respectively, of THE LAKES ESTATES HOMEOWNERS ASSOCIATION, INC., to me known to be the persons who signed the foregoing instrument as such officers, and they severally acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned, and they affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 15th day of May, 1985.

Diane E. Richards
Notary Public
My Commission Expires: Notary Public, State of Florida or Larger Jurisdiction Expires May 24, 1987

LAKESTA
5/1/85:lee
Rev4

SUBDIVISION NAME: THE LAKES ESTATES

O.R. 1785 PG 2073

LEGAL DESCRIPTION:

A PARCEL OF LAND LYING IN SECTIONS 26 AND 27, TOWNSHIP 36 S, RANGE 18E, SARASOTA COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SW CORNER OF SAID SECTION 26 (SARASOTA COUNTY REFERENCE SHEET NO. 228); THENCE N 0 DEG. 15'06" E ALONG THE SECTION LINE 52.00' TO THE NORTH LINE OF A COUNTY DRAINAGE R/W (FORMER S.F.D.D. R/W NO. 61 PER C.O. BOOK 3 - PAGE 206+) FOR A P.O.B; THENCE S 89 DEG. 39'30" W, ALONG SAID NORTHERLY R/W LINE 0.54'; THENCE CONTINUE ALONG SAID NORTHERLY R/W LINE S 89 DEG. 39'55" W, 373.51' TO A POINT ON THE EXISTING EASTERLY R/W LINE OF McINTOSH ROAD (EXISTING 80' WIDE); THENCE N 0 DEG. 20'05" W, ALONG SAID R/W LINE 0.89' TO A P.C. OF A CURVE CONCAVE TO THE SOUTHWEST WHOSE RADIUS IS 602.96'; THENCE NORTHWESTERLY ALONG SAID R/W AND ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 29 DEG. 48'12", 313.64'; THENCE N 30 DEG. 08'17" W, ALONG SAID R/W LINE 143.06' TO A P.C. OF A CURVE CONCAVE TO THE NORTHEAST WHOSE RADIUS IS 542.96'; THENCE NORTHWESTERLY ALONG SAID R/W AND ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 30 DEG. 00'00", 284.29'; THENCE N 0 DEG. 08'17" W ALONG SAID R/W LINE 1381.68'; THENCE S 89 DEG. 51'43" W, LEAVING SAID R/W LINE 20.00' TO A POINT ON THE SOUTHERLY BOUNDARY LINE OF "THE LAKES OF SARASOTA CONDOMINIUM" AS RECORDED IN C.B. 21 PAGES 32-32H PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA; THENCE N 44 DEG. 51'43" E ALONG SAID BOUNDARY LINE, 56.57'; THENCE S 89 DEG. 51'43" W, 272.50' TO THE P.C. OF A CURVE CONCAVE TO THE SOUTHEAST WHOSE RADIUS IS 200.00'; THENCE NORTHEASTERLY ALONG ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 5 DEG. 01'11", 17.52'; THENCE S 0 DEG. 08'17" E, 140.35'; THENCE S 54 DEG. 39'57" E, 132.13'; THENCE S 19 DEG. 14'40" E, 48.97'; THENCE S 53 DEG. 06' 01" E, 565.37'; THENCE S 39 DEG. 19'49"E, 526.34'; THENCE S 35 DEG. 00'00" W, 75.00'; THENCE S55 DEG. 00'00" E, 515.00' TO A POINT ON THE WESTERLY R/W LINE OF A 52.00' WIDE COUNTY DRAINAGE R/W (FORMER S.F.D.D. R/W NO'S 59, 60 & 61 PER C.O. BOOK 3, PAGE 206+); THENCE S 40 DEG. 58'02" W, ALONG SAID R/W LINE 990.00' TO THE INTERSECTION WITH THE NORTHERLY R/W LINE OF THE AFORESAID 52.00' WIDE COUNTY DRAINAGE R/W (FORMER S.F.D.D. R/W NO.61); THENCE S 89 DEG. 39'30" W ALONG SAID NORTHERLY R/W LINE 385.55' TO THE P.O.B.

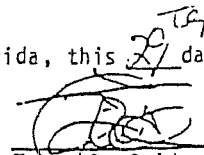
CONTAINING 50.0583 ACRES MORE OR LESS..

I, TRACY R. CRIDER, PRESIDENT OF STEWART TITLE COMPANY OF SARASOTA, INC., hereby confirm that apparent title to the land described above and shown on THE LAKES ESTATES is in the name of SUNDIAL GROUP, INC., the organization, executing the offer of dedication appearing on the above identified plat. All mortgagees not satisfied or released of record are as follows:

Mortgage executed by OAK TRAILS JOINT VENTURE, a Florida general partnership in favor of FLORIDA FEDERAL SAVINGS AND LOAN ASSOCIATION, a corporation organized and existing under the UNITED STATES OF AMERICA, dated May 7, 1982 and recorded May 7, 1982 in Official Record Book 1509, Pages 1897 et seq., in the Public Records of Sarasota County, Florida. I also certify that all real property taxes are paid in full and current.

WITNESS my hand and official seal at Sarasota County, Florida, this 27th day of April, 1985.

SIGNATURE


Tracy R. Crider, President of
Stewart Title Company of
Sarasota, INC.

State of Florida



Department of State

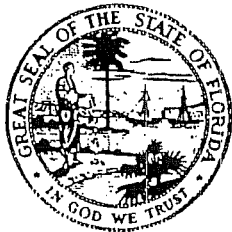
*I certify that the attached is a true and correct copy of the Articles
of Incorporation of*

LAKES ESTATES HOMEOWNERS ASSOCIATION, INC.

*a corporation organized under the Laws of the State of Florida,
filed on May 30, 1985.*

The charter number for this corporation is N09479.

A NON-PROFIT ORGANIZATION.



Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
30th day of May 1985.

A handwritten signature in cursive script, appearing to read "George Firestone".

George Firestone
Secretary of State

ARTICLES OF INCORPORATION
OF THE

LAKES ESTATES HOMEOWNERS ASSOCIATION, INC.

109479

FILED
SERIALIZED
MAY 20 1963
CLERK OF CIRCUIT COURT
SARASOTA, FLORIDA

In order to form a corporation not-for-profit under and in accordance with the provisions of Chapter 617 of the Florida Statutes, the undersigned hereby incorporates this corporation not-for-profit for the purposes and with the powers hereinafter set forth and to that end we do, by these Articles of Incorporation, certify the following:

ARTICLE I

EXPLANATION OF TERMINOLGY

A. The terms used herein which are defined in the Declaration of Protective Covenants, Conditions, and Restrictions for the Lakes Estates of Sarasota (the "Declaration") shall be used herein with the same meanings as defined in said Declaration.

B. "Lakes Estates Association" as used herein shall mean the Lakes Estates Homeowners Association, Inc., a Florida corporation not-for-profit, the corporation formed by these Articles, its successors or assigns.

ARTICLE II

NAME

The name of this not-for-profit corporation shall be LAKES ESTATES HOMEOWNERS ASSOCIATION, INC., whose present address is One Beach Drive, Suite 201M, St. Petersburg, Florida 33701.

ARTICLE III

PURPOSES

The Lakes Estates Association is not a condominium association under Chapter 718, Florida Statutes, or otherwise. The purpose for which the Lakes Estates Association is organized is to operate and maintain and own (when conveyed by Developer) the Lakes Estates Common Areas in accordance with and pursuant to the Declaration and to fulfill those obligations with regard to the Lots as set forth and in accordance with and pursuant to the Declaration. Further, the Lakes Estates Association shall own any portion of the Lakes Estates Common Areas conveyed to it by Developer.

ARTICLE IV

POWERS

The powers of the Lakes Estates Association shall include and be governed by the following provisions:

A. The Lakes Estates Association shall have all of the common law and statutory powers of a corporation not-for-profit.

B. The Lakes Estates Association shall have all of the powers reasonably necessary to implement its purposes including, but not limited to, the following:

1. To do all of the acts required to be performed by it in accordance with the Declaration.

2. To make, establish and enforce rules and regulations governing the use of the Lakes Estates Common Areas consistent with the Declaration.

3. To make, levy, collect, and enforce assessments for the purpose of obtaining funds from its Members to pay for the Operating Expenses of the Lakes Estates Association and costs of collection and to use and expend the proceeds of assessments in the exercise of its powers and duties hereunder.
4. To make, levy, collect, and enforce the payment of the Lakes Estates Association's share of Maintenance Expenses of the Maintenance Association in the manner provided in the Lakes Estates Documents.
5. To maintain, repair, replace and operate the Lakes Estates Common Areas in accordance with those governmental regulations which are applicable to the Declaration.
6. To enforce by legal means the obligations of the Members of the Lakes Estates Association or the provisions of the Declaration.
7. To contract for professional management (the "Manager" which may be an individual, corporation, partnership or other entity) and to delegate to such Manager the powers and duties of the Lakes Estates Association.
8. To contract for the maintenance, security, if any, administration and other functions to be carried out by the Lakes Estates Association.

ARTICLE V

MEMBERS AND VOTING

The qualifications of Members, the manner of their admission to Membership, the termination of such Membership and voting by Members shall be as follows:

- A. The Members of the Lakes Estates Association shall be comprised of the Developer (for so long as Developer owns any portion of the Lakes Estates) and the other Owners.
- B. Membership shall be established effective immediately upon becoming an Owner and such Membership shall pass with title to the Dwelling Unit or Lot in question as an appurtenance thereto with no such Membership or rights arising therefrom being transferable in any manner except as an appurtenance to such Dwelling Unit or Lot.
- C. The total number of votes of the Members at the time of any vote shall equal one hundred and one (101), or the total number of Lots owned by Builders (including Developer) and Dwelling Units owned by Owners for which final certificates of occupancy have been issued. Each Dwelling Unit Owner shall be entitled to cast the number of votes equal to the number of Dwelling Units which have been issued final certificates of occupancy owned by such Dwelling Unit Owner. Each Builder (including Developer) shall be entitled to cast the number of votes equal to the number of Lots owned by such Builder; provided, however, that at such time as a Dwelling Unit situated on a Lot receives a certificate of occupancy, the Builder shall be a Dwelling Unit Owner entitled to cast a vote thereof, and ownership of the Lot shall no longer entitle the Builder to cast a vote. The votes of the Members shall elect the Board of the Lakes Estates Association in accordance with the Lakes Estates Association Documents. Notwithstanding anything herein contained, the election of the first Director shall not take place until the "Turnover Date," which shall be ninety (90) days after fee simple title to at least ninety percent (90%) of the total number of Dwelling Units which may ultimately be subject to the Declaration (91 Dwelling Units) have been conveyed to Dwelling Unit Owners other than Developer, or at any time upon a voluntary election of Developer, whichever is the sooner to occur. Until such Turnover Date, the Directors of the Lakes Estates Association named by Developer shall serve, and in the event of vacancies, such vacancies shall be filled by Developer. The fact that the Owners have not elected or refuse to elect Directors shall not interfere with the right of Directors designated by Developer to resign.

D. Each and every such Member shall be entitled to the benefits of Membership, and shall be bound to abide by the provisions of the Lakes Estates Association Documents and the Declaration.

E. Until the establishment and effectiveness of the first Member, the Membership of the Lakes Estates Association shall be comprised of the Incorporators of these Articles, and in the event of the resignation or termination of Membership by voluntary agreement by any such Incorporator(s), then the remaining Incorporator(s) may nominate and designate a successor Incorporator(s). Each of these Incorporator(s) and their successors shall be entitled to cast one vote on all matters on which the Membership shall be entitled to vote.

ARTICLE VI

TERM

The term for which the Lakes Estates Association is to exist shall be perpetual.

ARTICLE VII

INCORPORATORS

The names and street addresses of the Incorporators to these Articles of Incorporation are as follows:

Alan W. Kimbro	One Beach Drive, Suite 201M St. Petersburg, Florida 33701
Donald R. Feaster	One Beach Drive, Suite 201M St. Petersburg, Florida 33701
Kelvin E. Byrne	One Beach Drive, Suite 201M St. Petersburg, Florida 33701

ARTICLE VIII

OFFICERS

The affairs of the Lakes Estates Association shall be managed by the President of the Lakes Estates Association, assisted by one or more than one Vice President, Secretary and Treasurer, and, if any, by the Assistant Secretary and Assistant Treasurer, subject to the directions of the Directors. Except for officers serving on the "First Board" (as hereinafter defined), the President and Vice President must be Owners.

The Directors shall elect the President, Secretary and Treasurer, and as many Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Directors shall, from time to time, determine. The President shall be elected from among the Membership of the Directors, but no other officer need be a Director. The same person may hold two offices, the duties of which are not incompatible, provided, however, the office of President and a Vice President shall not be held by the same person, nor shall the office of President and Secretary or Assistant Secretary be held by the same person.

ARTICLE IX

FIRST OFFICERS

The names of the officers who are to service until the first election of officers by the Directors are as follows:

President	-	Alan W. Kimbro
Vice President	-	Kelvin E. Byrne
Secretary	-	Donald R. Feaster
Treasurer	-	Donald R. Feaster

ARTICLE X

BOARD OF DIRECTORS

A. The number of Members of the First Board of Directors (the "First Board") shall be three (3) subject to the provisions of Paragraph E of this Article X. Thereafter, the number of members of the Board of Directors shall be increased as provided in Paragraph C of this Article X.

B. The names and street addresses of the persons who are to serve as the First Board are as follows:

Name	Address
Alan W. Kimbro	One Beach Drive, Suite 201M St. Petersburg, Florida 33701
Donald R. Feaster	One Beach Drive, Suite 201M St. Petersburg, Florida 33701
Melvin E. Byrne	One Beach Drive, Suite 201M St. Petersburg, Florida 33701

C. Membership of all Board of Directors subsequent to the First Board may be expanded in number by majority vote of such Board to five (5) Directors plus those Directors, if any, which Developer is entitled to designate as set forth in Paragraph D of this Article X; provided, however, that the Board shall always have at least three (3) Directors.

D. The First Board shall be the Board of Directors of the Lakes Estates Association until the Turnover Date. Thereupon and annually at the Annual Members' Meeting, the Members shall elect the Directors in accordance with the provisions of Paragraph C of this Article X. Furthermore, after the Turnover Date and for so long as Developer owns (i) Dwelling Units; or (ii) Lots; or (iii) Lakes Estates Common Areas, Developer shall have the right, but not the obligation, to designate one additional Director and his successors ("Developer Director").

E. By majority vote of the First Board such Board may expand its numbers up to a maximum of five (5) Directors.

F. Developer shall have the right to appoint, designate, elect and substitute all of the Members of the First Board. Except as provided in Paragraph D of this Article X, Developer shall relinquish its right to appoint Directors and cause the First Board to resign on the Turnover Date. Thereafter Developer shall have the right to appoint, designate and substitute Developer Director.

G. Except for Directors on the First Board and Developer Director, all Directors must be Owners.

H. The resignation of a Director who has been designated by Developer and the resignation of an officer of the Association who has been elected by the First Board shall operate to and shall remise, release, acquit, satisfy and forever discharge such officer or Director of and from any and all manner of action or actions, cause and causes of action, suits, debts, dues, sums of money, accounts, reckonings, bonds, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, and executions the Lakes Estates Association or Members had, now have or hereafter have or which any personal representative, successor, heir or assign of the Lakes Estates Association or Members hereafter can, shall or may have against said officer or Director for, upon or by reason of any matter, cause or thing whatsoever from the beginning of the world to the day of such resignation, except for such Director's or officer's willful misconduct or gross negligence.

ARTICLE XI

INDEMNIFICATION

Every Director and every officer of the Lakes Estates Association shall be indemnified by the Lakes Estates Association against all expenses and liabilities, including counsel fees reasonably incurred by or imposed

upon him in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been a Director or officer of the Lakes Estates Association, or any settlement thereof, whether or not he is a Director or officer at the time such expenses are incurred, except in such cases wherein the Director or officer is adjudged guilty or willful misfeasance or malfeasance in the performance of his duties; provided that in the event of a settlement, the indemnification herein shall apply only when the Directors approve such settlement and reimbursement as being for the best interest of the Lakes Estates Association. The foregoing right of indemnification shall be in addition to and not exclusive of all right to which such Director or officer may be entitled by common law or statutory law.

ARTICLE XII

BY-LAWS

By-Laws of the Lakes Estates Association may be adopted by the First Board, and may be altered, amended or rescinded in the manner provided for by the By-Laws. However, the provisions of these Articles shall prevail in any conflict between the provisions of these Articles and the provisions of the By-Laws.

ARTICLE XIII

DECLARATION

In the event of any conflict between the provisions of these Articles and the provisions of the Declaration, the provisions of the Declaration shall prevail.

ARTICLE XIV

AMENDMENTS

A. These Articles of Incorporation may be amended by any of the following methods:

1. The Board shall adopt a resolution setting forth the proposed amendment and directing that it be submitted to a vote at a meeting of Members through their representatives, which may be either the Annual Members' Meeting or a special meeting. Any number of amendments may be submitted to the Members and voted upon by them through their representatives at one meeting;

2. Written notice setting forth the proposed amendment or a summary of the changes to be effected thereby shall be given to each Member within the time and in the manner provided in the By-Laws for the giving of notice of meetings of Members ("Required Notice"); or

3. At such meeting a vote of the Members through their representatives shall be taken on the proposed amendments. The proposed amendment shall be adopted upon receiving the affirmative vote of a majority of the votes of all Members through their representatives entitled to vote thereon.

4. An amendment may be adopted by a written statement signed by all Directors and all Members setting forth their intention that an amendment to the Articles be adopted.

B. No amendment may be made to the Articles which shall in any manner reduce, amend, affect or modify the terms, conditions, provisions, rights and obligations set forth in the Declaration.

C. A copy of each amendment shall be certified by the Secretary of State of the State of Florida and recorded amongst the Public Records of Sarasota County, Florida.

D. Notwithstanding the foregoing provisions of this Article XIV, no amendment to these Articles of Incorporation which shall abridge, amend or alter the rights of Developer to designate and select Members of the First Board or otherwise designate and select Directors as provided in Article X hereof, or otherwise prejudice Developer, may be adopted or become effective without the prior written consent of Developer.

ARTICLE XV

REGISTERED OFFICE AND REGISTERED AGENT

The street address of the initial registered office of the Lakes Estates Association is One Beach Drive, Suite 201M, St. Petersburg, Florida 33701, and the initial Registered Agent of the Lakes Estates Association at the address shall be Donald R. Feaster, who shall also be Resident Agent.

FILED
MAY 20 1985
NOTARY PUBLIC
STATE OF FLORIDA

ARTICLE XVI

SUCCESSOR ENTITIES

In the event of the dissolution of the Lakes Estates Association, or any successor entity hereto, any Lakes Estates Common Areas ever owned by the Lakes Estates Association shall be transferred to either a successor entity or an appropriate governmental agency or public body to be maintained for the purposes for which the Lakes Estates Association, or a successor hereto, was maintaining such Lakes Estates Common Areas in accordance with the terms and provisions under which such Lakes Estates Common Areas were being held by the Lakes Estates Association, or such a successor.

IN WITNESS WHEREOF, we, Alan W. Kimbro, Donald R. Feaster, and Kelvin E. Byrne, the Incorporators of these Articles, have hereunto affixed our signatures and caused the corporate seal of the Lakes Estates Association to be hereunto affixed, this 17 day of MAY, 1985.

[Signature]
[Signature]
[Signature]

STATE OF FLORIDA)
: ss.:
COUNTY OF PINELLAS)

I HEREBY CERTIFY that on this day, before me, a Notary Public duly authorized in the County and State named above to take acknowledgments, personally appeared Alan W. Kimbro, Donald R. Feaster and Kelvin E. Byrne, to me known to be the persons described as such in and who executed the foregoing Articles of Incorporation and they acknowledged before me that they executed the same for the purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid this 17 day of May, 1985.

[Signature]
Notary Public
My Commission Expires Notary Public, State of Florida at Large
My Commission Expires Aug. 24, 1987

STATE OF FLORIDA)
: ss.:
COUNTY OF PINELLAS)

I HEREBY CERTIFY that on this day, before me, a Notary Public duly authorized in the County and State named above to take acknowledgments, personally appeared Donald R. Feaster, to me known to be the person described as Registered Agent in and who executed the foregoing Articles of Incorporation as such and he acknowledged before me that he executed the same for the purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid this 17 day of May, 1985.

[Signature]
Notary Public
My Commission Expires:

010050

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

O.R. 1795 PG. 1858

THIS AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE LAKES ESTATES OF SARASOTA made this 17 day of July, 1985 by SUNDIAL GROUP, INC., a Florida corporation, ("Developer"), joined in by LAKES ESTATES HOMEOWNERS ASSOCIATION, INC., a Florida not for profit corporation ("Lakes Estates Association").

W I T N E S S E T H :

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, commencing at Page 2043, in the Public Records of Sarasota County, Florida (the "Declaration"); and

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

WHEREAS, it is necessary to amend the Declaration for purposes of clarification and modification.

NOW, THEREFORE, in consideration of the premises and covenants and provisions herein contained, Developer hereby amends the Declaration in the following manner, 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 this Amendment.


1. Definitions. Except as otherwise set forth herein, words and phrases used in this Amendment shall have the meanings as set forth in the Declaration.

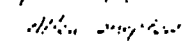
2. Interpretation. It is the intent and purpose of this Amendment to amend the Declaration in whatever manner is consistent with the provisions set forth in this Amendment. Accordingly, all of the words and phrases of the Declaration, whether or not referred to specifically by this Amendment, shall be 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, the terms of this Amendment shall prevail.

3. Lakes Estates Common Areas.

(a). Definitions. "Lakes Estates Common Areas" shall mean the following:

(i) Those areas on the Plat described as "Lake", "Private Access", "Drainage Easement", "Utility Easement", "Open Space and Native Habitat Preserve;"

 STEWART TITLE OF SARASOTA
3530 WEDDER ST.
SARASOTA, FLORIDA 33570
923-2371

Prepared by:

Sarasota Title & Trust Company, P.A.
P.O. Box 2200
1201 South Shore Blvd., Sarasota, FL 34239

(ii) Those areas created and provided for under the Plat as lot line easements for utilities and drainage; and

(iii) Those areas described on Exhibit "A" to this Amendment as "Open and Landscape Area."

Except as it may be created in the future in the manner contemplated under Paragraph 9 of this Amendment or under any power granted to the Lakes Estates Association under the Declaration, the Lakes Estates Common Areas shall consist of only the foregoing areas.

(b) Classification Under the Declaration. The Lakes Estates Common Areas shall be subject to the classifications of Article III of the Declaration in the following manner:

(i) The Lakes Estates Common Areas designated above as "Private Access" shall be deemed "Roadways" under the Declaration;

(ii) The Lakes Estates Common Areas designated above as "Drainage Easement" and "Lake" shall be deemed "Drainage Areas" under the Declaration;

(iii) The Lakes Estates Common Areas designated above as "Utility Easement" shall be deemed "Utilities Areas" under the Declaration.

(iv) The Lakes Estates Common Areas designated above as lot line easements for utilities and drainage shall be deemed Drainage and Utilities Areas under the Declaration; and

(v) The Lakes Estates Common Areas designated as "Open Space and Natural Habitat Preserve" on the Plat and as "Open and Landscape Area" on Exhibit "A" to this Amendment shall be deemed "Open and Landscape Areas" under the Declaration. Notwithstanding any words in the Declaration regarding the improvement of "Open and Landscape Areas", the Open Space and Natural Habitat Preserve need not be improved in any manner and may remain and be maintained in its natural state.

4. Roadway Easement. Without limiting in any way the easements reserved or granted under the Declaration, the Lakes Estates Common Areas designated on the Plat as "Private Access" and classified under the Declaration, as amended hereby, as "Roadway" shall be and hereby are declared to be subject to a perpetual, nonexclusive easement over and across the same for ingress and egress and access to the public ways in favor of the "Owners", as defined under the Maintenance Covenants, their family members, guests, invitees, and leasees for all proper and normal purposes.

5. Lakes. The Plat designates two areas as Lakes. One of the areas is located entirely within Lakes Estates. The other Lake is part of a larger lake, part of which is Lakes Estates Common Areas and part of which is a Common Maintenance Area under the Maintenance Covenants. In addition to being classified as a Drainage Area under the Declaration, the use of the Lakes shall also be restricted to the use of Lakes under the Maintenance Covenants. Although the use of the Lakes is restricted in the manner provided for Lakes under the Maintenance Covenants, the lakes or parts thereof designated as Lakes Estates Common Areas shall not be deemed a Common Maintenance Area to be maintained by the Maintenance Association under the Maintenance Covenants.

O.R. 1795 PG 1860

6. Land Adjacent to Lakes. Although not included as part of the Lakes Estates Common Areas, land adjacent to the Lakes shall be restricted in use and subject to maintenance by the Lakes Estates Association. This restriction shall apply to all land within twenty (20) feet of any part of a Lake perimeter within Lakes Estates, as such perimeter changes by accretion, reliction or natural minor changes ("Lake Land"). The Lake Land shall be used and maintained by their respective Lot Owners only as lawn or grass areas, and the Lakes Estates Association shall have the right, but not the obligation, to maintain the Lake Land or any part thereof in such manner. In the event the Lakes Estates Association elects to maintain the Lake Land or any part thereof, at any time or from time to time, the cost of any such maintenance shall be an Operating Expense under the Declaration.

7. No Conveyance of Lakes Estates Common Areas. Paragraph A. 6. of Article III of the Declaration is hereby deleted in its entirety. The Lakes Estates Common Areas shall remain part of the Lots as shown on the Plat, and the Lakes Estates Common Areas shall not be conveyed at any time to the Lakes Estates Association.

8. Cooperation with Maintenance Association. In carrying out its responsibilities, nothing in the Declaration shall be deemed to restrict the right of the Lakes Estates Association to delegate or contract certain of its duties and responsibilities to other parties, including, without limitation, the Maintenance Association. Since Lakes Estates is a Neighborhood under the Maintenance Covenants, the Lakes Estates Association will cooperate fully with the Maintenance Association so that the Lakes Estate will be administered and Lakes Estates Common Areas and Lake Land maintained in an efficient manner consistent with the purposes of the Declaration and the Maintenance Covenants.

9. Expansion of Lakes Estates. Developer, in its full discretion, may, at any time or from time to time, determine to expand Lakes Estates or to submit additional property to the Declaration. Any such additional property can only be property which is at the time of submission to the Declaration, Committed Property under the Maintenance Covenants. Any such submission of additional property shall be made by a supplement to the Declaration recorded in the Public Records of Sarasota County, Florida, and any such supplement need be executed only by Developer alone and does not require execution by Lakes Estates Association, the owners, or any other party. Upon the recording of a supplement, the additional property described therein shall be submitted to the terms and conditions contained in the Declaration, as amended by this Amendment, as fully as though the additional property has been originally described therein as Lakes Estates.

10. Establishment of Connecting Roadway. In the event that Developer submits additional property to the Declaration and desires to connect a roadway on the Plat to a roadway on the additional property, Developer hereby reserves the right to do so and to take unilaterally whatever action is necessary or appropriate to accomplish same, including, without limitation, the filing of an amended or revised Plat, the subdividing or resubdividing of any Lot or Lots, or the granting of an easement over any part of Lakes Estates. Notwithstanding the foregoing, Developer acknowledges that it may not subdivide or grant an easement over any Lot not owned by Developer in order to effectuate such connecting roadway without the consent of the respective Lot Owner.

11. Continuation of Declaration. Except as amended hereby 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.

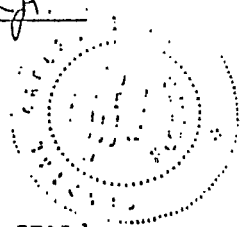
IN WITNESS WHEREOF, this Amendment to Declaration has been signed by Developer and the Lakes Estates Association on the day and year first above set forth.

Witnesses:
[Signature]

SUNDIAL GROUP, INC.
BY: [Signature]
Alan W. Kimbro,
as Executive Vice President

[Signature]

Attest: [Signature]
Robert Arnow, Jr.,
as Secretary

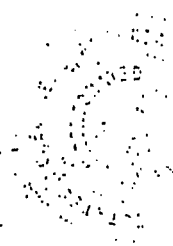


[CORPORATE SEAL]

O.R. 1795 PU 1861

[Signature]
[Signature]

THE LAKES ESTATES HOMEOWNERS ASSOCIATION, INC.
BY: [Signature]
President
Attest: [Signature]
Assistant Secretary



[CORPORATE SEAL]

STATE OF FLORIDA)
 : ss.:
COUNTY OF Pinellas)

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized and acting, Alan W. Kimbro and Robert Arnow, Jr., the Executive Vice President and Secretary, respectively, of SUNDIAL GROUP, INC., to me known to be the persons who signed the foregoing instrument as such officers, and they severally acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned, and they affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal in the County and State last aforsaid this 24 day of July, 1985.

[Signature]
Notary Public
My Commission Expires:

Notary Public, State of Florida at Large: [SEAL]
My Commission Expires Mar. 31, 1988.
BONDED THROUGH AGENT'S NOTARY BROKERAGE

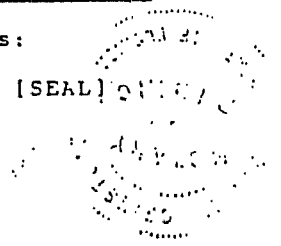
STATE OF FLORIDA)
COUNTY OF ~~PIKE~~) SS.:
Pinellas

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized and acting, Alvin W. [unclear] and Kelvin E. Buesc, the President and Assistant Secretary, respectively, of THE LAKES ESTATES HOMEOWNERS ASSOCIATION, INC., to me known to be the persons who signed the foregoing instrument as such officers, and they severally acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned, and they affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 30 day of July, 1985.

[Signature]
Notary Public
My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires Mar. 11, 1989
BONDED THROUGH AGENT'S NOTARY BROKERAGE



O.R. 1795 PG 1862

LOT OWNERS

and PRISCILLA BAKER, his
in possession of Lot 43 of
at thereof, as recorded in
of the Public Records of
roperty has been submitted
covenants, Conditions, and
Sarasota, as recorded in
ng at Page 2043, in the
orida, hereby consents to
d. Declaration recorded
blic Records of Sarasota
per 519690.

signed have hereunto set
y of July, 1985.

Kenneth Baker
KENNETH BAKER

Priscilla Baker
PRISCILLA BAKER

y personally appeared before
ke acknowledgments, KENNETH
e to me known to be the
strument and acknowledged
r free act and deed for the

al in the County and State
July, 1985.

W. M. Clark

ublic
ssion Expires: NOTARY PUBLIC STATE OF FLORIDA
MY COMMISSION EXP. MAY 20, 1989
BONDED THRU GENERAL INS. UNDO.
[SEAL]



JOINDER AND CONSENT OF MORTGAGEE

The Mortgagee, FLORIDA FEDERAL SAVINGS AND LOAN ASSOCIATION, a corporation organized and existing under the laws of the United States of America, as holder and owner of encumbrances of record on all or part of the real property which has been submitted to the Declaration of Protective Covenants, Conditions, and Restrictions for The Lakes Estates of Sarasota, recorded in Official Records Book 1785, commencing at Page 2043, in the Public Records of Sarasota County, Florida, hereby consents to the foregoing Amendment to said Declaration recorded contemporaneously herewith in the Public Records of Sarasota County, Florida, under Clerk's File Number 519690. Said record encumbrances of security are more particularly described as follows:

U.S. 111314

Mortgage of real and personal property, Security Agreement, Financing Statement as to the Security Agreement, and Assignment of Rents, Leases and Contracts, all dated May 7, 1982, and as modified from time to time. The Mortgage, Assignment of Rents and Financing Statement were recorded on May 7, 1982 in Official Records Book 1509, commencing on Page 1897, 1914 and 1921, respectively, of the Public Records of Sarasota County, Florida.

IN WITNESS WHEREOF, FLORIDA FEDERAL SAVINGS AND LOAN ASSOCIATION, a corporation organized and existing under the laws of the United States of America, has hereunto set its hand and seal on this 30 day of July, 1985.

Signed, Sealed and Delivered in the Presence of:

Robert A. Remage
Patsy Dee Tomkowi

FLORIDA FEDERAL SAVINGS AND LOAN ASSOCIATION

By: Betty Overton
Its President

[CORPORATE SEAL]

STATE OF FLORIDA)
: ss.:
COUNTY OF PIRELLAS)

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to take acknowledgments Betty Overton, the Senior Vice President of FLORIDA FEDERAL SAVINGS AND LOAN ASSOCIATION, to me known to be the person who signed the foregoing instrument as such officer, and acknowledged that the execution thereof was his free act and deed as such officer for the uses and purposes therein expressed and that the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 30 day of JULY, 1985.

Patsy Dee Tomkowi
Notary Public
My Commission Expires:

[SEAL]

Notary Public, State of Florida at Large
My Commission Expires Sept. 25, 1987
BONDED THRU AGENT'S NOTARY BROKERS

JOINDER AND CONSENT OF MORTGAGEE

The Mortgagee, FLORIDA FEDERAL SAVINGS AND LOAN ASSOCIATION, a corporation organized and existing under the laws of the United States of America, as holder and owner of encumbrances of record on all or part of the real property which has been submitted to the Declaration of Protective Covenants, Conditions, and Restrictions for The Lakes Estates of Sarasota, recorded in Official Records Book 1785, commencing at Page 2043, in the Public Records of Sarasota County, Florida, hereby consents to the foregoing Amendment to said Declaration recorded contemporaneously herewith in the Public Records of Sarasota County, Florida, under Clerk's File Number 519695. Said record encumbrances of security are more particularly described as follows:

O. R. 1795 PG 1865

Mortgage of real and personal property, Security Agreement, Financing Statement as to the Security Agreement, and Assignment of Rents, Leases and Contracts, all dated May 7, 1982, and as modified from time to time. The Mortgage, Assignment of Rents and Financing Statement were recorded on May 7, 1982 in Official Records Book 1599, commencing on Page 1897, 1914 and 1921, respectively, of the Public Records of Sarasota County, Florida.

IN WITNESS WHEREOF, FLORIDA FEDERAL SAVINGS AND LOAN ASSOCIATION, a corporation organized and existing under the laws of the United States of America, has hereunto set its hand and seal on this 30 day of July, 1985.

Signed, Sealed and Delivered in the Presence of:

Kenneth A. Remage
Betty D. Tomkins

FLORIDA FEDERAL SAVINGS AND LOAN ASSOCIATION

By: [Signature]
Its [Signature]

[CORPORATE SEAL]

STATE OF FLORIDA)
: ss.:
COUNTY OF Pinellas)

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to take acknowledgments Betty Overton, the Senior Vice President of FLORIDA FEDERAL SAVINGS AND LOAN ASSOCIATION, to me known to be the person who signed the foregoing instrument as such officer, and acknowledged that the execution thereof was his free act and deed as such officer for the uses and purposes therein expressed and that the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 30 day of July, 1985.

Betty D. Tomkins
Notary Public
My Commission Expires:

[SEAL]

Notary Public, State of Florida at Large
My Commission Expires Sept. 25, 1987
BONDED THROUGH THE NOTARY BROKERAGE

BY LAWS
OF THE
LAKES ESTATES HOMEOWNERS ASSOCIATION, INC.

O. R. 1785 PG 2088

Section 1. Identification of Lakes Estates Association

These are the By-Laws of the Lakes Estates Homeowners Association, Inc. (hereinafter referred to as the "Lakes Estates Association") as duly adopted by its Board of Directors (the "Board"). The Lakes Estates Association is a corporation not-for-profit, organized pursuant to Chapter 617, Florida Statutes.

1.1 The Office of the Lakes Estates Association shall be for the present at One Beach Drive, Suite 201 St. Petersburg, Florida 33701, and thereafter may be located at any place in Sarasota County, Florida, (the "County") designated by the Board.

1.2 The fiscal year of the Lakes Estates Association shall be the calendar year.

1.3 The seal of the Lakes Estates Association shall bear the name of the Lakes Estates Association; the word "Florida"; and the words "Corporation Not-For-Profit."

Section 2. Explanation of Terminology

The terms defined in the Articles of Incorporation of the Lakes Estates Association (the "Articles") as well as in the Declaration (as defined in the Articles) are incorporated herein by reference.

Section 3. Membership; Members Meetings; Voting and Proxies

3.1 The qualification of Members, the manner of their admission to Membership in the Lakes Estates Association and the termination of such Membership and the voting by Members shall be as set forth in the Articles.

3.2 The Members shall meet annually (the "Annual Members' Meeting"). The Annual Members' Meeting shall be held at the office of the Lakes Estates Association or at such other place in the County as the Board may determine and designate in the notice of such meeting at such time and such day and in such month of each year commencing with the year 1986, as determined by the Board; provided, however, that said date may be changed by resolution of the Board so long as the Annual Members' Meeting for any year shall be held not later than thirteen (13) months after the last preceding Annual Members' Meeting. The purpose of the Annual Members' Meeting shall be to hear reports of the officers, elect Members of the Board (when that shall be appropriate as determined by the provisions of the Articles) and transact any other business authorized to be transacted at such Annual Members' Meeting.

3.3 Special meetings of the Members (meetings other than the Annual Members' Meeting) shall be held at any place within the County whenever called by the President or Vice President or by a majority of the Board. A Special meeting must be called by such President or Vice President upon receipt of a written request from Members having the right to vote, at least one-third (1/3) of the total number of votes entitled to be cast by Members. Further, Special Meetings shall be called by the President upon receipt of written notice from the Maintenance Association of a meeting of the Members thereof, which Special Meeting shall be held

prior to the date of the noticed meeting of the Members of the Maintenance Association for the purpose of voting on the questions before the Members of the Maintenance Association.

O.R. 1785 PG 2089

3.4 Except as otherwise provided in the Articles, a written notice of all Members' meetings, whether the Annual Members' Meeting or special meetings (collectively "Meeting"), shall be given to each Owner and Developer at their last known address as they appear on the books of the Lakes Estates Association and shall be mailed to the said address not less than fourteen (14) days nor more than forty (40) days prior to the date of the Meeting. Proof of such mailing shall be given by the affidavit of the person giving the notice. Any notice given hereunder shall state the time and place of the Meeting and the purposes for which the Meeting is called. The notice of all Annual Members' Meetings shall, in addition, specify the number of Directors of the Lakes Estates Association to be designated by Developer and the number of Directors to be elected or designated by the Members, if applicable. All notices shall be signed by an officer of the Lakes Estates Association or reflect a facsimile of such a signature. Notwithstanding any provisions hereof to the contrary, notice of any Meeting may be waived before, during or after such Meeting by the person entitled to receive such notice by signing a document setting forth the waiver of such notice.

3.5 The Members may, at the discretion of the Board, act by written response in lieu of a Meeting provided written notice of the matter or matters to be agreed upon is given to the parties entitled to receive notice of Meetings or duly waived in accordance with the provisions of these By-Laws. Unless some greater number is required under the Lakes Estates Documents and except as to the election of Directors which shall be accomplished by plurality vote, the decision of a majority of the votes cast by or on behalf of Members as to the matter or matters to be agreed or voted upon shall be binding on the Members provided a quorum is either present at such Meeting or submits a response if action is taken by written response in lieu of a Meeting, as the case may be. The notice with respect to actions to be taken by written response in lieu of a Meeting shall set forth the time period during which the written responses must be received by the Lakes Estates Association.

3.6 (a) A quorum of the Members shall consist of persons entitled to cast one-third (1/3) of the total number of votes of the Members.

(b) Any Member may join in the action of any Meeting by signing and concurring in the minutes thereof and such a signing shall constitute the presence of such Member for the purpose of determining a quorum. When a quorum is present at any Meeting and a question which raises the jurisdiction of such Meeting is presented, the holders of a majority of the voting rights present in person or represented by written proxy shall be required to decide the question. However, if the question is one upon which a vote other than the majority vote of a quorum is required by express provision of the Lakes Estates Documents, then such express provision shall govern and control the required vote on the decision of such question.

3.7 At any Annual Members' Meeting when elections of Directors are to occur, written ballots are to be supplied for such purposes. Furthermore, at any Annual Members' Meeting at which Directors are to be elected, the Board shall appoint an Election Committee consisting of three (3) Owners who are not Board Members under the supervision of one (1) officer of the Lakes Estates Association to supervise the election, prepare ballots, count and verify

O.R. 1785 PG 2090

ballots and proxies, disqualify votes if such disqualification is justified under the circumstances and to certify the results of the election to the Board. This Committee shall be able to determine questions within its jurisdiction by plurality vote of all three (3) Members.

3.8 If a quorum is not in attendance at a Meeting, the Members who are present, either in person or by proxy, may adjourn the Meeting from time to time until a quorum is present with no further notice of such adjourned Meeting being required unless otherwise determined by the Board.

3.9 Minutes of all Meetings shall be kept in a businesslike manner and be available for inspection by the Members and Directors at all reasonable times.

3.10 Voting rights of Members shall be as stated in the Articles with respect to the election of all Boards other than the First Board. Such votes may be cast in person or by proxy. "Proxy" is defined to mean an instrument containing the appointment of a person who is substituted in the place and stead of the person or entity entitled to vote. Proxies shall be in writing signed by the person or entity giving the same and shall be valid only for the particular Meeting designated therein and, if so stated in the Proxy, any adjournments thereof. A Proxy must be filed with the Secretary of the Lakes Estates Association before the appointed time of the Meeting in order to be effective. Any Proxy may be revoked prior to the time a vote is cast according to such Proxy.

3.11 Except as provided in Paragraph 3.7 above, regarding the election of Directors, the voting on any matter at a Meeting shall be by secret ballot upon request of the holders of ten (10%) percent of the votes represented at such Meeting and entitled to be cast on such matter if such request is made prior to the vote in question. The presiding officer (the "Chairman") of the Meeting shall call for nominations for Inspectors of Election to collect and tally written ballots upon the completion of balloting upon that matter.

Section 4. Board of Directors;
Directors' Meetings

4.1 The business and administration of the Lakes Estates Association shall be by its Board of Directors. The "First Board" and the "Initial Elected Board" shall each be comprised of three (3) Directors. All Boards subsequent to the Initial Elected Board may be expanded to have five (5) Directors, and at no time shall there be fewer than three (3) Directors on the Board.

4.2 The election and, if applicable, designation of Directors shall be conducted in accordance with the Articles.

4.3 Any person elected or designated as a Director shall have all the rights, privileges, duties and obligations of a Director of the Lakes Estates Association.

4.4 Subject to Section 4.6 below and to Developer's rights as set forth in the Articles and as set forth in Section 4.6(c) below, vacancies in the Board shall be filled by persons elected by the remaining Directors. Any such person shall be a Director and have all of the rights, privileges, duties and obligations as a Director elected at an Annual Members' Meeting and shall serve for the term prescribed in Section 4.5 of these By-Laws.

4.5 The term of the Director's service shall be as stated in the Articles and if not so stated, shall extend until the next Annual Members' Meeting and thereafter until his successor is duly elected and qualified or until he resigns or is removed in the manner elsewhere provided in the Articles or herein.

4.6 (a) A Director elected by the Members may be removed from office upon the affirmative vote or the agreement in writing of a majority of the Members at a Meeting for any reason deemed by the Members to be in the best interests of the Lakes Estates Association. A Meeting to so remove a Director elected by them shall be held, subject to the notice provisions of Section 3.6 hereof, upon the written request of ten (10%) percent of the Members. However, before any Director is removed from office, he shall be notified in writing prior to the Meeting at which a motion will be made to remove him that such a motion will be made, and such Director shall be given an opportunity to be heard at such Meeting should he be present prior to the vote on his removal.

(b) Members shall elect, at a Meeting, persons to fill vacancies on the Board caused by the removal of a Director elected by Members in accordance with Section 4.6(a) above.

(c) A Director designated by Developer, as provided in the Articles, may be removed only by Developer in its sole and absolute discretion and without any need for a meeting or vote. Developer shall have the unqualified right to name a successor for any Director designated and thereafter removed by it or for any vacancy on the Board as to a Director designated by it and Developer shall notify the Board of the name of the respective successor Director and the commencement date for the term of such successor Director.

4.7 The organizational meeting of a newly elected Board shall be held within ten (10) days of their election at such place and time as shall be fixed by the Directors at the meeting at which they were elected. No further notice of the organizational meeting shall be necessary.

4.8 Regular meetings of the Board may be held at such times and places in the County, as shall be determined from time to time by a majority of Directors. Special meetings of the Board may be called at the discretion of the President or the Vice President. Special meetings must be called by the Secretary at the written request of at least one-third (1/3) of the Directors. Such special meeting may be held in the County, at such time and place as determined by the Directors requesting such meeting or in such other place as all Directors shall agree upon.

4.9 Notice of the time and place of regular and special meetings of the Board, or adjournments thereof, shall be given to each Director personally or by mail, telephone or telegraph at least three (3) days prior to the day named for such meeting unless such notice is waived before, during or after such meeting. Any Director may waive notice of the meeting in writing before, during or after a meeting and such waiver shall be deemed equivalent to the receipt of notice by such Director.

4.10 A quorum of the Board shall consist of the Directors entitled to cast a majority of the votes of the entire Board. A Director may join in the action of a meeting of the Board by signing the minutes thereof, and such signing shall constitute the presence of such Director for the purpose of determining a quorum. Matters approved by a majority of the Directors present at a meeting at which

a quorum is present shall constitute the official acts of the Board, except as may be otherwise specifically provided by law, by the Articles or elsewhere herein. If at any meetings of the Board there shall be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any meeting that takes place on account of a previous adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted. In the case of the adjournment of a meeting, no further notice of the adjourned meeting need be given unless otherwise determined by the Board.

4.11 The presiding officer at all Board meetings shall be the President. In the absence of the President, the Directors shall designate any one of their numbers to preside.

4.12 Directors' fees, if any, shall be determined by the Members at a meeting held in accordance with the provisions of these By-Laws.

4.13 Minutes of all meetings of the Board shall be kept in a businesslike manner and be available for inspection by Members and Directors at all reasonable times.

4.14 Meetings of the Board may be open to all Members on such terms as the Board may determine. The Board may also hold closed meetings. In the event that a Member not serving as a Director, or not otherwise invited by the Directors to participate in a meeting, attempts to participate rather than observe as such meeting, or conducts himself in a manner detrimental to the conduct of such meeting the Board shall have the right to exclude such Member by any reasonable means which may be necessary to accomplish such expulsion. Also, any Director shall have the right to exclude from any meeting of the Board any person who is not able to provide sufficient evidence that he is a Member or that he was specifically invited by the Directors to participate in such meeting.

4.15 Any action required or permitted to be taken at a meeting of the Directors may be taken without a meeting if a consent in writing, specifically setting forth the action to be taken, shall be signed by all the Directors entitled to vote with respect to the subject matter thereof. Such consent shall have the same force and effect as a unanimous vote of Directors.

Section 5. Powers and Duties of the Board of Directors

All of the powers and duties of the Lakes Estates Association shall be exercised by the Board. Such powers and duties of the Board shall include, but not be limited to, all powers and duties set forth in the Lakes Estates Documents, as well as all of the powers and duties of a director or governor of a corporation not-for-profit.

Section 6. Officers of the Lakes Estates Association

6.1 Executive Officers of the Lakes Estates Association shall be the President, who shall be a Director, the Vice President, a Treasurer, and a Secretary, all of whom shall be elected annually by the Board. Any officer may be removed without cause from office by vote of the Directors at any meeting of the Board. The Board may, from time to time, elect such other officers and assistant officers and designate their powers and duties as the Board shall find to be required to manage the affairs of the Lakes

Estates Association. One person may hold any two offices simultaneously except where the functions of such offices are incompatible, but no person shall hold the office of the President and any of the following offices simultaneously: Vice President, Secretary or Assistant Secretary.

6.2 The President shall be the chief executive officer of the Lakes Estates Association. He shall have all of the powers and duties which are usually vested in the office of the President of an association or a corporation not-for-profit, including, but not limited to, the power to appoint such committees at such times from among the Members as he may in his discretion determine appropriate to assist in the conduct of the affairs of the Lakes Estates Association. If in attendance, the President shall preside at all meetings of the Board. The President, or such Person as the President shall designate in writing, shall serve as the "Representative" of the Lakes Estates Association and the Members at meetings of the Maintenance Association and shall be entitled to vote and such other rights as and to the extent provided for in the Maintenance Covenants and the other Lakes of Sarasota Documents.

6.3 In the absence or disability of the President, a Vice President shall exercise the powers and perform the duties of the President. The Vice President(s) shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Board. In the event there shall be more than one Vice President elected by the Board, then they shall be designated "First," "Second," etc., and shall exercise the powers and perform the duties of the Presidency in such orders.

6.4 The Secretary shall keep the minutes of all meetings of the Board and the Members, which minutes shall be kept in a businesslike manner and be available for inspection by Members and Directors at all reasonable times. He shall have custody of the seal of the Lakes Estates Association and affix the same to instruments requiring such seal when duly authorized and directed to do so. He shall be custodian for the corporate records of the Lakes Estates Association, except those of the Treasurer, and shall perform all of the duties incident to the office of Secretary of the Lakes Estates Association as may be required by the Board or the President. The Assistant Secretary, if any, shall perform the duties of the Secretary when the Secretary is absent and shall assist the Secretary under the supervision of the Secretary.

6.5 The Treasurer shall have custody of all of the monies of the Lakes Estates Association, including funds, securities and evidence of indebtedness. He shall keep the assessment rolls and accounts of the Members and shall keep the books of the Lakes Estates Association in accordance with good accounting practices and he shall perform all of the duties incident to the office of the Treasurer. The Assistant Treasurer, if any, shall perform the duties of the Treasurer when the Treasurer is absent and shall assist the Treasurer under the supervision of the Treasurer.

6.6 The compensation, if any, of the officers and other employees of the Lakes Estates Association shall be fixed by the Board. This provision shall not preclude the Board from hiring a Director as an employee of the Lakes Estates Association or preclude the contracting with a Director or a party affiliated with a Director for the management or performance of contract services for all or any part of Homeowners Property.

Section 7. Accounting Records, Fiscal Management

O.R. 1785 PG 2094

7.1 The Lakes Estates Association shall maintain accounting records in accordance with good accounting practices, which shall be open to inspection by Developer, Members and Institutional Mortgagees or their respective authorized representatives at reasonable times. Such authorization as a representative of a Member must be in writing and signed by the person giving the authorization and dated within sixty (60) days of the date of the inspection. Such records shall include, but not be limited to, (a) a record of all receipts and expenditures; and (b) an account for each Contributing Unit which shall designate the name and address of the Contributing Unit Owner thereof, the amount of Contributing Unit Assessments and all other Assessments, if any, charged to the Contributing Unit, the amounts and due dates for payment of same, the amounts paid upon the account and the balance due.

7.2 After the termination of the Guarantee Period described in the Declaration, the Board shall adopt a Budget (as provided for in the Declaration) of the anticipated Operating Expenses of the Lakes Estates Association for each forthcoming calendar year (the fiscal year of the Lakes Estates Association being the calendar year) at a regular or special meeting of the Board ("Budget Meeting") called for that purpose to be held during the first two weeks of November of the year preceding the year to which the Budget applies, provided that the first Budget Meeting is to be held within thirty (30) days from the expiration of the Guarantee Period for purposes of adopting a Budget for the remainder of the calendar year during which the Guarantee Period expires. Prior to the Budget Meeting, a proposed Budget for the Operating Expenses shall be prepared by or on behalf of the Board. Within thirty (30) days after adoption of the Budget, a copy thereof shall be furnished to Developer and to each Owner at his last known address as shown in the records of the Lakes Estates Association. The copy of the Budget shall be deemed furnished and the notice of the Contributing Unit Assessment shall be deemed given upon its delivery or upon its being mailed as aforesaid. The failure of the Board to adopt a Budget in a timely fashion shall not abrogate or alter the obligation to pay Operating Expenses.

7.3 In administering the finances of the Lakes Estates Association, the following procedures shall govern: (i) the fiscal year shall be the calendar year; (ii) any monies received by the Lakes Estates Association in any calendar year may be used by the Lakes Estates Association to pay expenses incurred in the same calendar year; (iii) there shall be apportioned between calendar years on a pro rata basis any expenses which are prepaid in any one calendar year for Operating Expenses which cover more than such calendar year; (iv) Assessments shall be made monthly or quarterly, as determined by the Board, in amounts no less than are required to provide funds in advance for payment of all of the anticipated current Operating Expenses and for all unpaid Operating Expenses previously incurred; and (v) items of Operating Expenses incurred in a calendar year shall be charged against income for the same calendar year regardless of when the bill for such expenses is received. Notwithstanding the foregoing, the Assessments for Operating Expenses and any periodic installments thereof shall be of sufficient magnitude to insure an adequacy and availability of cash to meet all budgeted expenses in any fiscal year as such expenses are incurred in accordance with good accounting practices.

O.R. 1785 PG 2095

7.4 The Contributing Unit Assessment shall be payable as provided for in the Declaration.

7.5 No Board shall be required to anticipate revenue from Assessments or expend funds to pay for Operating Expenses not budgeted or which shall exceed budgeted items, and no Board is required to engage in deficit spending. Should there exist any deficiency which results from there being greater Operating Expenses than monies from Assessments, then such deficits shall be carried into the next succeeding year's Budget as a deficiency or shall be the subject of an adjustment to the applicable Assessment (e.g., Contributing Unit Assessment or Special Assessment).

7.6 Maintenance Expenses charged by the Maintenance Association against the Lakes Estates Association or the Lots or Dwelling Units shall be collected from the Owners with and like Operating Expenses, unless otherwise determined by the Maintenance Association.

7.7 The depository of the Lakes Estates Association shall be such bank or banks as shall be designated from time to time by the Board in which the monies of the Lakes Estates Association shall be deposited. Withdrawal of monies from such account shall be only by checks signed by such persons as are authorized by the Board.

7.8 A financial report of the accounts of the Lakes Estates Association shall be made annually by an auditor, accountant or Certified Public Accountant and a copy of the report shall be available for inspection in the office of the Lakes Estates Association upon reasonable notice by Developer and each Owner no later than the first day of April of the year following the year for which the report is made.

Section 8. Rules and Regulations

The Board may at any meeting of the Board adopt rules and regulations or amend, modify or rescind then existing rules and regulations for the operation and use of the Lakes Estates Common Areas; provided, however, that such rules and regulations are not inconsistent with the terms or provisions of the Lakes Estates Documents. Copies of any rules and regulations promulgated, amended or rescinded shall be mailed or delivered to Developer, and each Owner and shall not take effect until forty-eight (48) hours after such delivery or mailing. Notwithstanding the foregoing, where rules and regulations are to regulate the use of specific portions of the Lakes Estates Common Areas, same shall be conspicuously posted on such portion and such rules and regulations shall be effective immediately upon such posting. Care shall be taken to insure that posted rules and regulations are conspicuously displayed and easily read and that posted signs or announcements are designed with a view towards protection from weather and the elements. Posted rules and regulations which are torn down or lost shall be promptly replaced.

Section 9. Enforcement Procedures

(a) The Lakes Estates Association, by the Board, shall have the right to assess reasonable fines against an Owner or its guests, relatives, or lessees, in the manner provided herein, and such fines shall be collectible as any other assessment.

O.R. 1022 PG 2243

this Second Amendment, shall be deemed to be amended in the manner necessary or appropriate to incorporate all of the provisions of this Second Amendment so that the entire Declaration shall be consistent with this Second Amendment and be interpreted to carry out the intent and purposes of this Second Amendment. This Second Amendment shall be liberally construed, and if there is any inconsistency between this Second Amendment and the Declaration or the Amendment, the terms of this Second Amendment shall prevail.

4. Establishment of Connecting Roadway. Paragraph 10 of the Amendment is amended in its entirety to state as follows:

"Developer hereby reserves the right to connect a Roadway on the Plat to a roadway on property which is not a part of the Lakes Estates and to take unilaterally whatever action is necessary or appropriate to accomplish same, including, without limitation, the filing of an amended or revised Plat, the subdividing or resubdividing of any Lot or Lots, and the granting of an easement or easements over any part of the Lakes Estates. Notwithstanding the foregoing, Developer acknowledges that it may not subdivide or grant an easement over any Lot not owned by Developer in order to effectuate such connecting roadway without the consent of the respective Lot Owner".

5. Continuation of Declaration. Except as amended hereby and as interpreted in the manner set forth in paragraph 3 above, the Declaration as amended by the Amendment shall remain and continue in full force and effect and shall not otherwise be deemed modified, revoked or terminated in any manner.

IN WITNESS WHEREOF, this Second Amendment to Declaration has been signed by Developer and the Lakes Estates Association on the day and year first above set forth.

Witnesses:

Deane E. Richards
Kathy Shaw

DEVELOPER:

SUNDIAL GROUP, INC.
By: DR Lester SVP

Attest: Robert S Arnow
Robert Arnow, Jr.,
as Secretary
[CORPORATE SEAL]

Deane E. Richards
Kathy Shaw

JOINED IN AND CONSENTED TO BY:
THE LAKES ESTATES HOMEOWNERS
ASSOCIATION, INC.

By: KEBorne
V. President

Attest: DR Lester
Secretary
[CORPORATE SEAL]

STATE OF FLORIDA)
COUNTY OF *Pinellas* : ss:

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized and acting, Alan W. Kimbro and Robert Arnow, Jr., the Executive Vice President and Secretary, respectively, of SUNDIAL GROUP, INC., to me known to be the persons who signed the foregoing instrument as such officers, and they severally acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned, and they affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 5th day of December, 1985.

Deane E. Richard
Notary Public
My Commission Expires
[SEAL]

Notary Public, State of Florida at Large
My Commission Expires Aug. 24, 1985

O.R. 1822 PG 2244

STATE OF FLORIDA)
COUNTY OF *Pinellas* : ss:

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized and acting, Kelvin E. Byrne and Donald R. Feaster, the President and Assistant Secretary, respectively, of THE LAKES ESTATES HOMEOWNERS ASSOCIATION, INC., to me known to be the persons who signed the foregoing instrument as such officers, and they severally acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned, and they affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 5th day of December, 1985.

Deane E. Richard
Notary Public
My Commission Expires:
[SEAL]

Notary Public, State of Florida at Large
My Commission Expires Aug. 24, 1985

LAKESTAL
12/02/85: rkm

FILED AND RECORDED
KILLBUCK
SANTA FE CO. FLA.

DEC 12 2 02 PM '85

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

O.R. 1902 PG 1487

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 17th 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").

W I T N E S S E T H

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, Conditions 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

O.R. 1902 PG 1489

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

"Neighborhood," as defined in the Maintenance Covenants, consisting of forty-six (46) single family residences.

B. Perimeter Road:

(i) Fifty percent (50%) of the expense shall be borne by and shared equally by members of the Lakes Estates Association; and

(ii) Fifty percent (50%) of the expense shall be borne by and shared equally by members of a to-be-formed Florida corporation not for profit, which shall be responsible for administering an adjoining parcel of land upon which approximately ninety (90) single family houses are to be constructed, which shall be developed as an additional Lakes of Sarasota "Neighborhood," as such term is defined in the Maintenance 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 Neighborhood Associations described in Subparagraphs 5(A)(ii) and 5(B)(ii) unless and until a Supplement is recorded reflecting the addition of the respective Neighborhood as Committed Property, pursuant to the Maintenance Covenants.

6. Trails Drive shall no longer be deemed part of the Homeowners' Association Common Areas, but shall hereafter be part of the Common Maintenance Areas, as amended hereby, administered by the Maintenance 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.

7. The use rights and a non-exclusive easement, across the Loop Road shall benefit all parties described in subparagraph III.A.3 of the Maintenance Covenants, including, without limitation, all Owners.

8. 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.

9. 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 manner.

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

Ernest H. Bryant
Darlene Bryant

By: DR Feaster
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: DR Feaster
Donald R. Feaster
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 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 17th day of November, 1986.

Mougin Savoir-Watson
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)

STATE OF FLORIDA)
)SS:
COUNTY OF SARASOTA)

O.R. 1902 PG 1492

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 17th day of November, 1986.

Monique Savin-Walters

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")

O.R. 1902 PG 1493

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 and, despite the Turnover Date having not yet occurred, the Maintenance Association, as representative for itself and all of its Members, has joined in the execution of this Amendment, in compliance with the Declaration's post-Maintenance Turnover Date procedure set forth in Article I X.K.2 of the Declaration.

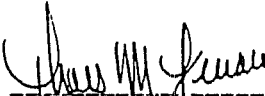
Lakes of Sarasota Maintenance
Association, Inc., a Florida
corporation not for profit

By:



Donald R. Feaster
President and Governor

By:



Thomas M. Ferraro
Vice President and
Governor

(Corporate Seal)

EXHIBIT "B"

U.K. 1902 PG 1494

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 SE¼ OF SAID SECTION 27; THENCE S 89° 04' 03" W, ALONG THE NORTH LINE OF SAID SE¼ OF SECTION 27 AND THE CENTERLINE OF BAHIA 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 P.O.B.; THENCE THROUGH THE LAKES OF SARASOTA CONDOMINIUM I, RECORDED IN C.B. 21 PGS. 32-32H, THE LAKES OF SARASOTA CONDOMINIUM II, RECORDED IN C.B. 23 PGS. 40-40E, AND THE LAKES OF SARASOTA CONDOMINIUM III, AS RECORDED IN C.B. 24 PGS. 46-46E, PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA, THE FOLLOWING COURSES: NE'LY ALONG ARC OF A CURVE WHOSE RADIUS POINT IS LOCATED N 9° 10' 00" W, 203.90'; THENCE NE'LY ALONG CURVE THROUGH A CENTRAL ANGLE OF 11° 32' 31", 41.07' TO THE P.R.C. OF A CURVE CONCAVE TO THE S.W.; THENCE SE'LY ALONG ARC OF SAID CURVE HAVING A RADIUS OF 317.01' THROUGH A CENTRAL 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. OF A CURVE CONCAVE TO THE S.W.; THENCE SE'LY ALONG ARC OF SAID CURVE HAVING A RADIUS OF 525.00' THROUGH A CENTRAL ANGLE OF 2° 00' 30", 18.40' TO A POINT OF TERMINATION WHICH LIES N 68° 47' 03" W, 643.84' FROM THE P.O.B. (POINT OF BEGINNING)

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 30 AT PAGES 15 THRU 15E OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA; THENCE N. 89° 51' 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.O.B.

CONTAINING 1.223 ACRES OF LAND MORE OR LESS.

EXHIBIT "B"

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 180.00' TO THE P.O.B..

CONTAINING 2.302 ACRES OF LAND MORE OR LESS.

O.R. 1902 PG 1495

Nov 24 10 09 AM '95
RECORDED
SARASOTA CO FLA

25⁰⁰

688267

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

O.R. 1902 PG 1496

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 17th 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").

W I T N E S S E T H :

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

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

U.R. 1902 PG 1497

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 Declaration, as previously amended, the terms of this Third Amendment shall control.

17.00
Prepared by and return to:
RICHARD C. LANGFORD
Attorney at Law
GREENE & MASTRY, P.A.
P.O. Box 3542
St. Petersburg, Florida 33731

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

THIS FOURTH AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE LAKES ESTATES OF SARASOTA made this 21 day of January, 1987 by SUNDIAL GROUP, INC., a Florida corporation, ("Developer"), joined in by LAKES ESTATES HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit ("Lakes Estates Association").

W I T N E S S E T H:

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, commencing at Page 2043, in the Public Records of Sarasota County, Florida (the "Declaration"); and

WHEREAS, the Declaration was amended on the 29th day of July, 1985, by an instrument recorded at Official Records Book 1795, Page 1858, of the Public Records of Sarasota County, Florida (the "Amendment"); and

WHEREAS, the Declaration was amended a second time on the 5th day of December, 1985, by an instrument recorded at Official Records Book 1822, Page 2242, of the Public Records of Sarasota County, Florida (the "Second Amendment"); and

WHEREAS, the Declaration was amended a third time on the 17th day of November, 1986, by an instrument recorded at Official Records Book 1902, Page 1496, of the Public Records of Sarasota County, Florida (the "Third Amendment"); and

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

WHEREAS, it is necessary to amend the Declaration, as already amended, for purposes of clarification and modification; and

WHEREAS, Article X.J.1 of the Declaration provides that until the "Turnover Date" (as defined therein), all amendments or modifications to the Declaration shall be made only by Developer without the requirement of the Lakes Estates Association's consent or the consent of the Owners; and

WHEREAS, the Turnover Date has not occurred.

NOW, THEREFORE, in consideration of the premises and covenants and provisions herein contained, Developer hereby amends the Declaration in the following manner, 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, the Third Amendment, and this Fourth Amendment.

1. Recitals. The recitals set forth above are true and correct statements and are incorporated herein.

2. Definitions. Except as otherwise set forth herein, words and phrases used in this Amendment shall have the meanings as set forth in the Declaration.

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

4. Improvements of Lots, etc. Article III, paragraph C., subparagraph 1.(a), (b), and (c) are amended and the following substituted therefore:

(a) Except for Dwelling Units, buildings and other structures, improvements of any kind (including, but not limited to, any wall, fence, landscaping, planting, swimming pool, screen enclosure, driveway, sidewalk, sewer, drain, water area or outside lighting) platting and architectural, engineering, or site plans pertaining to the development of any Lakes Estates, Dwelling Unit(s) or improvements thereon within the Lakes Estates constructed, installed, placed or developed by or with the approval of the Developer; and additions, alterations, modifications and changes to any of the foregoing by or with the approval of the Developer (collectively "Developer Improvements"), which Developer Improvements are not subject to the approval of the Lakes Estates Association, no Dwelling Unit, building, structures, improvements of any kind (including, but not limited to, any wall, fence, landscaping, planting, swimming pool, screen enclosure, driveway, sidewalk, sewer, drain, water area, or outside lighting), shall be erected, placed, planted or maintained on any portion of the Lakes Estates; no platting, architectural, engineering or site plan pertaining to the development of any Dwelling Unit(s) within the Lakes Estates ("Development Plans") shall be effectuated; and no addition, alteration, modification or changes to any of the foregoing (collectively "Improvements") shall be made without the prior written approval of the Lakes Estates Association, or by an Architectural Control Committee (ACC) composed of three (3) or more representatives appointed by the Board.

(b) Method of Obtaining Lakes Estates Association Approval: In order to obtain the approval of the Lakes Estates Association or the ACC, two (2) complete sets of plans and specifications for the proposed Improvements or Development Plans (collectively, the "Plans") shall be submitted to the Lakes Estates Association, or the ACC, for its review. The Plans shall include, as appropriate, the proposed location, grade, elevations, shape, dimensions, exterior color plans, approximate costs, and nature, type and color of materials to be used. The Lakes Estates Association, or the ACC, may also require the submission of additional information and materials as may be reasonably necessary for the Lakes Estates Association, or ACC, to evaluate the proposed Plans. The Lakes Estates Association, or ACC, shall evaluate all Plans using standards of the highest level as to the aesthetics, materials and workmanship and as to

suitability and harmony of location, structures and external design in relation to surrounding topography, structures and landscaping.

(c) Approval or Disapproval by the Lakes Estates Association: The Lakes Estates Association, or ACC, shall have the right to refuse to approve any Plans which, in its sole discretion, are not suitable or desirable. In approving or disapproving Plans, the Lakes Estates Association, or ACC, shall consider the suitability of the proposed Dwelling Units, building, improvements, structures or landscaping materials of which the same are to be built or planted, 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, or ACC, shall be in writing and shall be sent to the respective Owners. In the event the Lakes Estates Association, or ACC, fails to approve or to disapprove in writing any proposed Plans and any and all other reasonably requested information and materials related thereto, then said Plans shall be deemed to have been approved by the Lakes Estates Association, or ACC, unless a deviation therefrom has been approved in writing by the Lakes Estates Association, or ACC. However, if any improvement is completed and the Lakes Estates Association, or ACC, does not indicate disapproval thereof for a period of sixty (60) days after the completion of such construction, landscaping or other Improvement, then such construction or landscaping shall be deemed to have been approved by the Lakes Estates Association, or ACC. Notwithstanding the foregoing, no Dwelling Unit, improvement, structure or other item for which the Lakes Estates Association, or ACC, 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.

5. Continuation of Declaration. Except as amended hereby and as interpreted in the manner set forth in paragraph 3 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.

IN WITNESS WHEREOF, this Amendment to Declaration has been signed by Developer and the Lakes Estates Association on the day and year first above set forth.

Witnesses:
Bruce A. Augell
Monique S. Walton

SUNDIAL GROUP, INC.
By: [Signature]
Alan W. Kimbro, Executive Vice President

(CORPORATE SEAL)

Bruce A. Augell
Monique S. Walton

THE LAKES ESTATES HOMEOWNERS ASSOCIATION, INC.
By: [Signature]
Donald R. Feaster, President

(CORPORATE SEAL)

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

Donald R. Feaster
Darlene Bryant

By: DR Feaster
Donald R. Feaster
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 17th day of November, 1986.



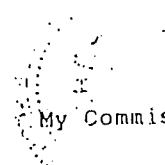
Monique Savio-Walton
Notary Public
State of Florida

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)
)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 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 17th day of November, 1986.



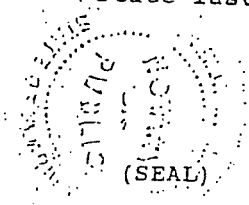
Monique Savio-Walton
Notary Public
State of Florida

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)
 : ss.:
COUNTY OF PINELLAS)

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized and acting, ALAN W. KIMBRO, the Executive Vice President, of SUNDIAL GROUP, INC., to me known to be the person who signed the foregoing instrument as such officer, and he acknowledged the execution thereof to be his free act and deed as such officer for the uses and purposes therein mentioned, and he affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 21st day of April January, 1987.



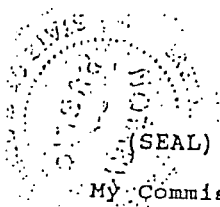
Alan W. Kimbro
Notary Public

My Commission Expires: Notary Public; State of Florida at Large
My Commission Expires July 10, 1990
Bonded thru Agent's Notary &
Surety Brokerage

STATE OF FLORIDA -)
 : ss.:
COUNTY OF PINELLAS)

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized and acting, DONALD R. FEASTER, the President, of THE LAKES ESTATES HOMEOWNERS ASSOCIATION, INC., to me known to be the person who signed the foregoing instrument as such officer, and he acknowledged the execution thereof to be his free act and deed as such officer for the uses and purposes therein mentioned, and he affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 21st day of April January, 1987.



Donald R. Feaster
Notary Public

My Commission Expires: Notary Public; State of Florida at Large
My Commission Expires July 10, 1990
Bonded thru Agent's Notary &
Surety Brokerage

FILED AND RECORDED
R.H. HACKNEY JR. CLERK
5/11/87 10:15 AM

MAY 11 8 58 AM '87

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. 33707*

*17.00
2.50*

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
Gu... ..

John A. Holbeck
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.

O.R. 2027 PG
2389

Daniel E. Scott

NOTARY PUBLIC

My Commission Expires

Notary Public, State of Florida

My Commission Expires September 1, 1991

Bonded Three Thousand Dollars



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

sent to:

THIS INSTRUMENT PREPARED BY
DANIEL E. SCOTT ESQ.
2170 MAIN ST.
SARASOTA, FLORIDA 33577

17.00

Prepared by and return to:
RICHARD C. LANGFORD
Attorney at Law
GREENE & MASTRY, P.A.
P.O. Box 3542
St. Petersburg, Florida 33731

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

THIS FOURTH AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE LAKES ESTATES OF SARASOTA made this 21 day of January, 1987 by SUNDIAL GROUP, INC., a Florida corporation, ("Developer"), joined in by LAKES ESTATES HOMEOWNERS ASSOCIATION, INC., a Florida corporation not for profit ("Lakes Estates Association").

W I T N E S S E T H:

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, commencing at Page 2043, in the Public Records of Sarasota County, Florida (the "Declaration"); and

WHEREAS, the Declaration was amended on the 29th day of July, 1985, by an instrument recorded at Official Records Book 1795, Page 1858, of the Public Records of Sarasota County, Florida (the "Amendment"); and

WHEREAS, the Declaration was amended a second time on the 5th day of December, 1985, by an instrument recorded at Official Records Book 1822, Page 2242, of the Public Records of Sarasota County, Florida (the "Second Amendment"); and

WHEREAS, the Declaration was amended a third time on the 17th day of November, 1986, by an instrument recorded at Official Records Book 1902, Page 1496, of the Public Records of Sarasota County, Florida (the "Third Amendment"); and

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

WHEREAS, it is necessary to amend the Declaration, as already amended, for purposes of clarification and modification; and

WHEREAS, Article X.J.1 of the Declaration provides that until the "Turnover Date" (as defined therein), all amendments or modifications to the Declaration shall be made only by Developer without the requirement of the Lakes Estates Association's consent or the consent of the Owners; and

WHEREAS, the Turnover Date has not occurred.

NOW, THEREFORE, in consideration of the premises and covenants and provisions herein contained, Developer hereby amends the Declaration in the following manner, 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, the Third Amendment, and this Fourth Amendment.

1. Recitals. The recitals set forth above are true and correct statements and are incorporated herein.

2. Definitions. Except as otherwise set forth herein, words and phrases used in this Amendment shall have the meanings as set forth in the Declaration.

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

4. Improvements of Lots, etc. Article III, paragraph C., subparagraph 1.(a), (b), and (c) are amended and the following substituted therefore:

(a) Except for Dwelling Units, buildings and other structures, improvements of any kind (including, but not limited to, any wall, fence, landscaping, planting, swimming pool, screen enclosure, driveway, sidewalk, sewer, drain, water area or outside lighting) platting and architectural, engineering, or site plans pertaining to the development of any Lakes Estates, Dwelling Unit(s) or improvements thereon within the Lakes Estates constructed, installed, placed or developed by or with the approval of the Developer; and additions, alterations, modifications and changes to any of the foregoing by or with the approval of the Developer (collectively "Developer Improvements"), which Developer Improvements are not subject to the approval of the Lakes Estates Association, no Dwelling Unit, building, structures, improvements of any kind (including, but not limited to, any wall, fence, landscaping, planting, swimming pool, screen enclosure, driveway, sidewalk, sewer, drain, water area, or outside lighting), shall be erected, placed, planted or maintained on any portion of the Lakes Estates; no platting, architectural, engineering or site plan pertaining to the development of any Dwelling Unit(s) within the Lakes Estates ("Development Plans") shall be effectuated; and no addition, alteration, modification or changes to any of the foregoing (collectively "Improvements") shall be made without the prior written approval of the Lakes Estates Association, or by an Architectural Control Committee (ACC) composed of three (3) or more representatives appointed by the Board.

(b) Method of Obtaining Lakes Estates Association Approval: In order to obtain the approval of the Lakes Estates Association or the ACC, two (2) complete sets of plans and specifications for the proposed Improvements or Development Plans (collectively, the "Plans") shall be submitted to the Lakes Estates Association, or the ACC, for its review. The Plans shall include, as appropriate, the proposed location, grade, elevations, shape, dimensions, exterior color plans, approximate costs, and nature, type and color of materials to be used. The Lakes Estates Association, or the ACC, may also require the submission of additional information and materials as may be reasonably necessary for the Lakes Estates Association, or ACC, to evaluate the proposed Plans. The Lakes Estates Association, or ACC, shall evaluate all Plans using standards of the highest level as to the aesthetics, materials and workmanship and as to

suitability and harmony of location, structures and external design in relation to surrounding topography, structures and landscaping.

(c) Approval or Disapproval by the Lakes Estates Association: The Lakes Estates Association, or ACC, shall have the right to refuse to approve any Plans which, in its sole discretion, are not suitable or desirable. In approving or disapproving Plans, the Lakes Estates Association, or ACC, shall consider the suitability of the proposed Dwelling Units, building, improvements, structures or landscaping materials of which the same are to be built or planted, 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, or ACC, shall be in writing and shall be sent to the respective Owners. In the event the Lakes Estates Association, or ACC, fails to approve or to disapprove in writing any proposed Plans and any and all other reasonably requested information and materials related thereto, then said Plans shall be deemed to have been approved by the Lakes Estates Association, or ACC, unless a deviation therefrom has been approved in writing by the Lakes Estates Association, or ACC. However, if any improvement is completed and the Lakes Estates Association, or ACC, does not indicate disapproval thereof for a period of sixty (60) days after the completion of such construction, landscaping or other Improvement, then such construction or landscaping shall be deemed to have been approved by the Lakes Estates Association, or ACC. Notwithstanding the foregoing, no Dwelling Unit, improvement, structure or other item for which the Lakes Estates Association, or ACC, 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.

5. Continuation of Declaration. Except as amended hereby and as interpreted in the manner set forth in paragraph 3 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.

IN WITNESS WHEREOF, this Amendment to Declaration has been signed by Developer and the Lakes Estates Association on the day and year first above set forth.

Witnesses:

Brenda A. Angell
Monique S. Walter

SUNDIAL GROUP, INC.
By: [Signature]
Alan W. Kimbro, Executive Vice President

(CORPORATE SEAL)

THE LAKES ESTATES HOMEOWNERS ASSOCIATION, INC.

Brenda A. Angell
Monique S. Walter

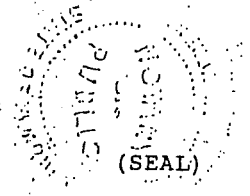
By: [Signature]
Donald R. Feaster, President

(CORPORATE SEAL)

STATE OF FLORIDA)
: ss.:
COUNTY OF PINELLAS)

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized and acting, ALAN W. KIMBRO, the Executive Vice President, of SUNDIAL GROUP, INC., to me known to be the person who signed the foregoing instrument as such officer, and he acknowledged the execution thereof to be his free act and deed as such officer for the uses and purposes therein mentioned, and he affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 21/4 day of ~~January~~, 1987.
April



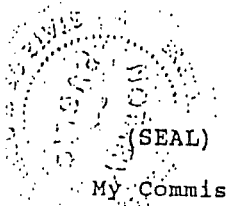
Barbara A. Angell
Notary Public

My Commission Expires: Notary Public; State of Florida at Large
My Commission Expires July 10, 1990
Bonded thru Agent's Notary & Surety Brokerage

STATE OF FLORIDA -)
: ss.:
COUNTY OF PINELLAS)

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized and acting, DONALD R. FEASTER, the President, of THE LAKES ESTATES HOMEOWNERS ASSOCIATION, INC., to me known to be the person who signed the foregoing instrument as such officer, and he acknowledged the execution thereof to be his free act and deed as such officer for the uses and purposes therein mentioned, and he affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 21/4 day of ~~January~~, 1987.
April



Barbara A. Angell
Notary Public

My Commission Expires: Notary Public; State of Florida at Large
My Commission Expires July 10, 1990
Bonded thru Agent's Notary & Surety Brokerage

FILED AND RECORDED
R.M. HACKNEY JR. CLERK
SUNSHINE COUNTY FLA.

MAY 11 8 58 AM '87

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

O.R. 1902 PG 1487

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 17th 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").

W I T N E S S E T H

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

BY LAWS
OF THE
LAKES ESTATES HOMEOWNERS ASSOCIATION, INC.

O.R. 1785 PG 2088

Section 1. Identification of Lakes Estates Association

These are the By-Laws of the Lakes Estates Homeowners Association, Inc. (hereinafter referred to as the "Lakes Estates Association") as duly adopted by its Board of Directors (the "Board"). The Lakes Estates Association is a corporation not-for-profit, organized pursuant to Chapter 617, Florida Statutes.

1.1 The Office of the Lakes Estates Association shall be for the present at One Beach Drive, Suite 201M, St. Petersburg, Florida 33701, and thereafter may be located at any place in Sarasota County, Florida, (the "County") designated by the Board.

1.2 The fiscal year of the Lakes Estates Association shall be the calendar year.

1.3 The seal of the Lakes Estates Association shall bear the name of the Lakes Estates Association; the word "Florida"; and the words "Corporation Not-For-Profit."

Section 2. Explanation of Terminology

The terms defined in the Articles of Incorporation of the Lakes Estates Association (the "Articles") as well as in the Declaration (as defined in the Articles) are incorporated herein by reference.

Section 3. Membership; Members Meetings;
Voting and Proxies

3.1 The qualification of Members, the manner of their admission to Membership in the Lakes Estates Association and the termination of such Membership and the voting by Members shall be as set forth in the Articles.

3.2 The Members shall meet annually (the "Annual Members' Meeting"). The Annual Members' Meeting shall be held at the office of the Lakes Estates Association or at such other place in the County as the Board may determine and designate in the notice of such meeting at such time and such day and in such month of each year commencing with the year 1986, as determined by the Board; provided, however, that said date may be changed by resolution of the Board so long as the Annual Members' Meeting for any year shall be held not later than thirteen (13) months after the last preceding Annual Members' Meeting. The purpose of the Annual Members' Meeting shall be to hear reports of the officers, elect Members of the Board (when that shall be appropriate as determined by the provisions of the Articles) and transact any other business authorized to be transacted at such Annual Members' Meeting.

3.3 Special meetings of the Members (meetings other than the Annual Members' Meeting) shall be held at any place within the County whenever called by the President or Vice President or by a majority of the Board. A Special meeting must be called by such President or Vice President upon receipt of a written request from Members having the right to vote, at least one-third (1/3) of the total number of votes entitled to be cast by Members. Further, Special Meetings shall be called by the President upon receipt of written notice from the Maintenance Association of a meeting of the Members thereof, which Special Meeting shall be held

prior to the date of the noticed meeting of the Members of the Maintenance Association for the purpose of voting on the questions before the Members of the Maintenance Association.

O.R. 1785 PG 2089

3.4 Except as otherwise provided in the Articles, a written notice of all Members' meetings, whether the Annual Members' Meeting or special meetings (collectively "Meeting"), shall be given to each Owner and Developer at their last known address as they appear on the books of the Lakes Estates Association and shall be mailed to the said address not less than fourteen (14) days nor more than forty (40) days prior to the date of the Meeting. Proof of such mailing shall be given by the affidavit of the person giving the notice. Any notice given hereunder shall state the time and place of the Meeting and the purposes for which the Meeting is called. The notice of all Annual Members' Meetings shall, in addition, specify the number of Directors of the Lakes Estates Association to be designated by Developer and the number of Directors to be elected or designated by the Members, if applicable. All notices shall be signed by an officer of the Lakes Estates Association or reflect a facsimile of such a signature. Notwithstanding any provisions hereof to the contrary, notice of any Meeting may be waived before, during or after such Meeting by the person entitled to receive such notice by signing a document setting forth the waiver of such notice.

3.5 The Members may, at the discretion of the Board, act by written response in lieu of a Meeting provided written notice of the matter or matters to be agreed upon is given to the parties entitled to receive notice of Meetings or duly waived in accordance with the provisions of these By-Laws. Unless some greater number is required under the Lakes Estates Documents and except as to the election of Directors which shall be accomplished by plurality vote, the decision of a majority of the votes cast by or on behalf of Members as to the matter or matters to be agreed or voted upon shall be binding on the Members provided a quorum is either present at such Meeting or submits a response if action is taken by written response in lieu of a Meeting, as the case may be. The notice with respect to actions to be taken by written response in lieu of a Meeting shall set forth the time period during which the written responses must be received by the Lakes Estates Association.

3.6 (a) A quorum of the Members shall consist of persons entitled to cast one-third (1/3) of the total number of votes of the Members.

(b) Any Member may join in the action of any Meeting by signing and concurring in the minutes thereof and such a signing shall constitute the presence of such Member for the purpose of determining a quorum. When a quorum is present at any Meeting and a question which raises the jurisdiction of such Meeting is presented, the holders of a majority of the voting rights present in person or represented by written proxy shall be required to decide the question. However, if the question is one upon which a vote other than the majority vote of a quorum is required by express provision of the Lakes Estates Documents, then such express provision shall govern and control the required vote on the decision of such question.

3.7 At any Annual Members' Meeting when elections of Directors are to occur, written ballots are to be supplied for such purposes. Furthermore, at any Annual Members' Meeting at which Directors are to be elected, the Board shall appoint an Election Committee consisting of three (3) Owners who are not Board Members under the supervision of one (1) officer of the Lakes Estates Association to supervise the election, prepare ballots, count and verify

O. R. 1785 PG 2090

ballots and proxies, disqualify votes if such disqualification is justified under the circumstances and to certify the results of the election to the Board. This Committee shall be able to determine questions within its jurisdiction by plurality vote of all three (3) Members.

3.8 If a quorum is not in attendance at a Meeting, the Members who are present, either in person or by proxy, may adjourn the Meeting from time to time until a quorum is present with no further notice of such adjourned Meeting being required unless otherwise determined by the Board.

3.9 Minutes of all Meetings shall be kept in a businesslike manner and be available for inspection by the Members and Directors at all reasonable times.

3.10 Voting rights of Members shall be as stated in the Articles with respect to the election of all Boards other than the First Board. Such votes may be cast in person or by proxy. "proxy" is defined to mean an instrument containing the appointment of a person who is substituted in the place and stead of the person or entity entitled to vote. Proxies shall be in writing signed by the person or entity giving the same and shall be valid only for the particular Meeting designated therein and, if so stated in the Proxy, any adjournments thereof. A Proxy must be filed with the Secretary of the Lakes Estates Association before the appointed time of the Meeting in order to be effective. Any Proxy may be revoked prior to the time a vote is cast according to such Proxy.

3.11 Except as provided in Paragraph 3.7 above, regarding the election of Directors, the voting on any matter at a Meeting shall be by secret ballot upon request of the holders of ten (10%) percent of the votes represented at such Meeting and entitled to be cast on such matter if such request is made prior to the vote in question. The presiding officer (the "Chairman") of the Meeting shall call for nominations for Inspectors of Election to collect and tally written ballots upon the completion of balloting upon that matter.

Section 4. Board of Directors;
Directors' Meetings

4.1 The business and administration of the Lakes Estates Association shall be by its Board of Directors. The "First Board" and the "Initial Elected Board" shall each be comprised of three (3) Directors. All Boards subsequent to the Initial Elected Board may be expanded to have five (5) Directors, and at no time shall there be fewer than three (3) Directors on the Board.

4.2 The election and, if applicable, designation of Directors shall be conducted in accordance with the Articles.

4.3 Any person elected or designated as a Director shall have all the rights, privileges, duties and obligations of a Director of the Lakes Estates Association.

4.4 Subject to Section 4.6 below and to Developer's rights as set forth in the Articles and as set forth in Section 4.6(c) below, vacancies in the Board shall be filled by persons elected by the remaining Directors. Any such person shall be a Director and have all of the rights, privileges, duties and obligations as a Director elected at an Annual Members' Meeting and shall serve for the term prescribed in Section 4.5 of these By-Laws.

O.R. 1785 PG 2091

4.5 The term of the Director's service shall be as stated in the Articles and if not so stated, shall extend until the next Annual Members' Meeting and thereafter until his successor is duly elected and qualified or until he resigns or is removed in the manner elsewhere provided in the Articles or herein.

4.6 (a) A Director elected by the Members may be removed from office upon the affirmative vote or the agreement in writing of a majority of the Members at a Meeting for any reason deemed by the Members to be in the best interests of the Lakes Estates Association. A Meeting to so remove a Director elected by them shall be held, subject to the notice provisions of Section 3.6 hereof, upon the written request of ten (10%) percent of the Members. However, before any Director is removed from office, he shall be notified in writing prior to the Meeting at which a motion will be made to remove him that such a motion will be made, and such Director shall be given an opportunity to be heard at such Meeting should he be present prior to the vote on his removal.

(b) Members shall elect, at a Meeting, persons to fill vacancies on the Board caused by the removal of a Director elected by Members in accordance with Section 4.6(a) above.

(c) A Director designated by Developer, as provided in the Articles, may be removed only by Developer in its sole and absolute discretion and without any need for a meeting or vote. Developer shall have the unqualified right to name a successor for any Director designated and thereafter removed by it or for any vacancy on the Board as to a Director designated by it and Developer shall notify the Board of the name of the respective successor Director and the commencement date for the term of such successor Director.

4.7 The organizational meeting of a newly elected Board shall be held within ten (10) days of their election at such place and time as shall be fixed by the Directors at the meeting at which they were elected. No further notice of the organizational meeting shall be necessary.

4.8 Regular meetings of the Board may be held at such times and places in the County, as shall be determined from time to time by a majority of Directors. Special meetings of the Board may be called at the discretion of the President or the Vice President. Special meetings must be called by the Secretary at the written request of at least one-third (1/3) of the Directors. Such special meeting may be held in the County, at such time and place as determined by the Directors requesting such meeting or in such other place as all Directors shall agree upon.

4.9 Notice of the time and place of regular and special meetings of the Board, or adjournments thereof, shall be given to each Director personally or by mail, telephone or telegraph at least three (3) days prior to the day named for such meeting unless such notice is waived before, during or after such meeting. Any Director may waive notice of the meeting in writing before, during or after a meeting and such waiver shall be deemed equivalent to the receipt of notice by such Director.

4.10 A quorum of the Board shall consist of the Directors entitled to cast a majority of the votes of the entire Board. A Director may join in the action of a meeting of the Board by signing the minutes thereof, and such signing shall constitute the presence of such Director for the purpose of determining a quorum. Matters approved by a majority of the Directors present at a meeting at which

a quorum is present shall constitute the official acts of the Board, except as may be otherwise specifically provided by law, by the Articles or elsewhere herein. If at any meetings of the Board there shall be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any meeting that takes place on account of a previous adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted. In the case of the adjournment of a meeting, no further notice of the adjourned meeting need be given unless otherwise determined by the Board.

4.11 The presiding officer at all Board meetings shall be the President. In the absence of the President, the Directors shall designate any one of their numbers to preside.

4.12 Directors' fees, if any, shall be determined by the Members at a meeting held in accordance with the provisions of these By-Laws.

4.13 Minutes of all meetings of the Board shall be kept in a businesslike manner and be available for inspection by Members and Directors at all reasonable times.

4.14 Meetings of the Board may be open to all Members on such terms as the Board may determine. The Board may also hold closed meetings. In the event that a Member not serving as a Director, or not otherwise invited by the Directors to participate in a meeting, attempts to participate rather than observe as such meeting, or conducts himself in a manner detrimental to the conduct of such meeting the Board shall have the right to exclude such Member by any reasonable means which may be necessary to accomplish such expulsion. Also, any Director shall have the right to exclude from any meeting of the Board any person who is not able to provide sufficient evidence that he is a Member or that he was specifically invited by the Directors to participate in such meeting.

4.15 Any action required or permitted to be taken at a meeting of the Directors may be taken without a meeting if a consent in writing, specifically setting forth the action to be taken, shall be signed by all the Directors entitled to vote with respect to the subject matter thereof. Such consent shall have the same force and effect as a unanimous vote of Directors.

Section 5. Powers and Duties of the Board of Directors

All of the powers and duties of the Lakes Estates Association shall be exercised by the Board. Such powers and duties of the Board shall include, but not be limited to, all powers and duties set forth in the Lakes Estates Documents, as well as all of the powers and duties of a director or governor of a corporation not-for-profit.

Section 6. Officers of the Lakes Estates Association

6.1 Executive Officers of the Lakes Estates Association shall be the President, who shall be a Director, the Vice President, a Treasurer, and a Secretary, all of whom shall be elected annually by the Board. Any officer may be removed without cause from office by vote of the Directors at any meeting of the Board. The Board may, from time to time, elect such other officers and assistant officers and designate their powers and duties as the Board shall find to be required to manage the affairs of the Lakes

O.R. 1785 PG 2093

Estates Association. One person may hold any two offices simultaneously except where the functions of such offices are incompatible, but no person shall hold the office of the President and any of the following offices simultaneously: Vice President, Secretary or Assistant Secretary.

6.2 The President shall be the chief executive officer of the Lakes Estates Association. He shall have all of the powers and duties which are usually vested in the office of the President of an association or a corporation not-for-profit, including, but not limited to, the power to appoint such committees at such times from among the Members as he may in his discretion determine appropriate to assist in the conduct of the affairs of the Lakes Estates Association. If in attendance, the President shall preside at all meetings of the Board. The President, or such person as the President shall designate in writing, shall serve as the "Representative" of the Lakes Estates Association and the Members at meetings of the Maintenance Association and shall be entitled to vote and such other rights as and to the extent provided for in the Maintenance Covenants and the other Lakes of Sarasota Documents.

6.3 In the absence or disability of the President, a Vice President shall exercise the powers and perform the duties of the President. The Vice President(s) shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Board. In the event there shall be more than one Vice President elected by the Board, then they shall be designated "First," "Second," etc., and shall exercise the powers and perform the duties of the Presidency in such orders.

6.4 The Secretary shall keep the minutes of all meetings of the Board and the Members, which minutes shall be kept in a businesslike manner and be available for inspection by Members and Directors at all reasonable times. He shall have custody of the seal of the Lakes Estates Association and affix the same to instruments requiring such seal when duly authorized and directed to do so. He shall be custodian for the corporate records of the Lakes Estates Association, except those of the Treasurer, and shall perform all of the duties incident to the office of Secretary of the Lakes Estates Association as may be required by the Board or the President. The Assistant Secretary, if any, shall perform the duties of the Secretary when the Secretary is absent and shall assist the Secretary under the supervision of the Secretary.

6.5 The Treasurer shall have custody of all of the monies of the Lakes Estates Association, including funds, securities and evidence of indebtedness. He shall keep the assessment rolls and accounts of the Members and shall keep the books of the Lakes Estates Association in accordance with good accounting practices and he shall perform all of the duties incident to the office of the Treasurer. The Assistant Treasurer, if any, shall perform the duties of the Treasurer when the Treasurer is absent and shall assist the Treasurer under the supervision of the Treasurer.

6.6 The compensation, if any, of the officers and other employees of the Lakes Estates Association shall be fixed by the Board. This provision shall not preclude the Board from hiring a Director as an employee of the Lakes Estates Association or preclude the contracting with a Director or a party affiliated with a Director for the management or performance of contract services for all or any part of Homeowners Property.

Section 7. Accounting Records, Fiscal Management

O.R. 1785 PG 2094

7.1 The Lakes Estates Association shall maintain accounting records in accordance with good accounting practices, which shall be open to inspection by Developer, Members and Institutional Mortgagees or their respective authorized representatives at reasonable times. Such authorization as a representative of a Member must be in writing and signed by the person giving the authorization and dated within sixty (60) days of the date of the inspection. Such records shall include, but not be limited to, (a) a record of all receipts and expenditures; and (b) an account for each Contributing Unit which shall designate the name and address of the Contributing Unit Owner thereof, the amount of Contributing Unit Assessments and all other Assessments, if any, charged to the Contributing Unit, the amounts and due dates for payment of same, the amounts paid upon the account and the balance due.

7.2 After the termination of the Guarantee Period described in the Declaration, the Board shall adopt a Budget (as provided for in the Declaration) of the anticipated Operating Expenses of the Lakes Estates Association for each forthcoming calendar year (the fiscal year of the Lakes Estates Association being the calendar year) at a regular or special meeting of the Board ("Budget Meeting") called for that purpose to be held during the first two weeks of November of the year preceding the year to which the Budget applies, provided that the first Budget Meeting is to be held within thirty (30) days from the expiration of the Guarantee Period for purposes of adopting a Budget for the remainder of the calendar year during which the Guarantee Period expires. Prior to the Budget Meeting, a proposed Budget for the Operating Expenses shall be prepared by or on behalf of the Board. Within thirty (30) days after adoption of the Budget, a copy thereof shall be furnished to Developer and to each Owner at his last known address as shown in the records of the Lakes Estates Association. The copy of the Budget shall be deemed furnished and the notice of the Contributing Unit Assessment shall be deemed given upon its delivery or upon its being mailed as aforesaid. The failure of the Board to adopt a Budget in a timely fashion shall not abrogate or alter the obligation to pay Operating Expenses.

7.3 In administering the finances of the Lakes Estates Association, the following procedures shall govern: (i) the fiscal year shall be the calendar year; (ii) any monies received by the Lakes Estates Association in any calendar year may be used by the Lakes Estates Association to pay expenses incurred in the same calendar year; (iii) there shall be apportioned between calendar years on a pro rata basis any expenses which are prepaid in any one calendar year for Operating Expenses which cover more than such calendar year; (iv) Assessments shall be made monthly or quarterly, as determined by the Board, in amounts no less than are required to provide funds in advance for payment of all of the anticipated current Operating Expenses and for all unpaid Operating Expenses previously incurred; and (v) items of Operating Expenses incurred in a calendar year shall be charged against income for the same calendar year regardless of when the bill for such expenses is received. Notwithstanding the foregoing, the Assessments for Operating Expenses and any periodic installments thereof shall be of sufficient magnitude to insure an adequacy and availability of cash to meet all budgeted expenses in any fiscal year as such expenses are incurred in accordance with good accounting practices.

O.R. 1785 PG 2095

7.4 The Contributing Unit Assessment shall be payable as provided for in the Declaration.

7.5 No Board shall be required to anticipate revenue from Assessments or expend funds to pay for Operating Expenses not budgeted or which shall exceed budgeted items, and no Board is required to engage in deficit spending. Should there exist any deficiency which results from there being greater Operating Expenses than monies from Assessments, then such deficits shall be carried into the next succeeding year's Budget as a deficiency or shall be the subject of an adjustment to the applicable Assessment (e.g., Contributing Unit Assessment or Special Assessment).

7.6 Maintenance Expenses charged by the Maintenance Association against the Lakes Estates Association or the Lots or Dwelling Units shall be collected from the Owners with and like Operating Expenses, unless otherwise determined by the Maintenance Association.

7.7 The depository of the Lakes Estates Association shall be such bank or banks as shall be designated from time to time by the Board in which the monies of the Lakes Estates Association shall be deposited. Withdrawal of monies from such account shall be only by checks signed by such persons as are authorized by the Board.

7.8 A financial report of the accounts of the Lakes Estates Association shall be made annually by an auditor, accountant or Certified Public Accountant and a copy of the report shall be available for inspection in the office of the Lakes Estates Association upon reasonable notice by Developer and each Owner no later than the first day of April of the year following the year for which the report is made.

Section 8. Rules and Regulations

The Board may at any meeting of the Board adopt rules and regulations or amend, modify or rescind then existing rules and regulations for the operation and use of the Lakes Estates Common Areas; provided, however, that such rules and regulations are not inconsistent with the terms or provisions of the Lakes Estates Documents. Copies of any rules and regulations promulgated, amended or rescinded shall be mailed or delivered to Developer, and each Owner and shall not take effect until forty-eight (48) hours after such delivery or mailing. Notwithstanding the foregoing, where rules and regulations are to regulate the use of specific portions of the Lakes Estates Common Areas, same shall be conspicuously posted on such portion and such rules and regulations shall be effective immediately upon such posting. Care shall be taken to insure that posted rules and regulations are conspicuously displayed and easily read and that posted signs or announcements are designed with a view towards protection from weather and the elements. Posted rules and regulations which are torn down or lost shall be promptly replaced.

Section 9. Enforcement Procedures

(a) The Lakes Estates Association, by the Board, shall have the right to assess reasonable fines against an Owner or its guests, relatives, or lessees, in the manner provided herein, and such fines shall be collectible as any other assessment.

O.R. 1785 PG 2096

(b) Conduct of Enforcement Hearing

The "Alleged Non-complying Member" shall be given reasonable opportunity to be heard.

(c) Certain Powers of the Board

The Board shall have the power to: (i) adopt rules for the conduct of its hearings; (ii) effectuate the provisions set forth in this provision; (iii) issue orders consistent with this provision; and (iv) order Non-complying Members, adjudged so pursuant to the provisions of this Paragraph, to pay a fine not to exceed Twenty-Five (\$25.00) Dollars for each day the violation continues past the date set by the Board for compliance, and not to exceed Five Hundred (\$500.00) Dollars under any circumstances. A notarized copy of an order imposing a fine may be recorded in the public records and thereafter shall constitute a lien against the Dwelling Unit or Lot owned by the Non-Complying Member.

(d) Notice to Alleged Non-complying Members

Alleged Non-complying Members shall be notified by certified mail, return receipt requested, or by hand delivery, of a hearing at least seven (7) days in advance of said hearing. No alleged Non-Complying Member shall be given notice of hearing before the Board unless said Alleged Non-Complying Member has first been given reasonable opportunity to rectify the alleged non-complying condition.

Section 10. Parliamentary Rules

The then latest edition of Robert's Rules of Order shall govern the conduct of meetings of all Members of the Lakes Estates Association and the Board; provided, however, if such rules of order are in conflict with any of the Lakes Estates Documents, Robert's Rules of Order shall yield to the provisions of such instrument.

Section 11. Amendment of the By-Laws

11.1 These By-Laws may be amended as hereinafter set forth in this Section 11.

11.2 After the Turnover Date, any By-Law of the Lakes Estates Association may be amended or repealed, and any new By-Law of the Lakes Estates Association may be adopted by either:

(i) majority vote of the Members at any Annual Members' Meeting or any special meeting of the Members called for that purpose or by majority action of the Members who have acted by written response in lieu of a Meeting as permitted by these By-Laws; or

(ii) by the affirmative vote of a majority of the Directors then in office at any regular meeting of the Board or at any special meeting of the Board called for that purpose or by written instrument signed by all of the Directors as is permitted by these By-Laws provided that the Directors shall not have any authority to adopt or amend or repeal any By-Law if such new By-Law or such amendment or the repeal of a By-Law would be inconsistent with any By-Law previously adopted by the Members.

O.R. 1785 PG 2097

11.3 Notwithstanding any of the foregoing provisions of this Section 11 to the contrary, until the Turnover Date, all amendments or modifications to these By-Laws and adoption or repeal of By-Laws shall only be made by action of the First Board as described in the Articles which First Board shall have the power to amend, modify, adopt and repeal any By-Laws without the requirement of any consent or approval or vote of the Members including their Representatives.

11.4 Notwithstanding any provision of this Section 11 to the contrary, these By-Laws shall not be amended in any manner which shall amend, modify or affect any provision, terms, conditions, rights or obligations set forth in any other of the Lakes Estates Documents, as the same may be amended from time to time in accordance with the provisions thereof, including, without limitation, any rights of Developer or of an Institutional Mortgagee without the prior written consent thereto by Developer or Institutional Mortgagee, as the case may be.

11.5 Any instrument amending, modifying, repealing or adding By-Laws shall identify the particular Section or Sections affected and give the exact language of such modification, amendment or addition or of the provisions repealed. A copy of each such amendment, modification, repeal of addition certified to by the Secretary or Assistant Secretary of the Lakes Estates Association shall be recorded amongst the Public Records of the County.

Section 12. Conflict

In the event of a conflict between the provisions of these By-Laws and the provisions of the Declaration, the provisions of the Declaration shall prevail. In the event of a conflict between the provisions of these By-Laws and the provisions of the Articles, the provisions of the Articles shall prevail.

Section 13. Mailing

Notices and other mailings required to be furnished pursuant to these By-Laws shall be deemed to be mailed or furnished to the party entitled to receive same according to these By-Laws and the records of the Lakes Estates Association upon its delivery or mailing to such party at his last known address as shown on the records of the Lakes Estates Association.

The foregoing By-Laws of the Lakes Estates Homeowners Association, Inc., are hereby adopted by all of the Directors of the Lakes Estates Homeowners Association, Inc., as and constituting the Board of Directors of said Lakes Estates Association this 12 day of May, 1985.

Klan W. Kimbro

Donald B. Feaster

Kelvin E. Byrne

FILED

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