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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 29 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.

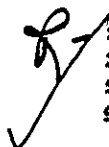
1. Definitions. Except as otherwise set forth herein, words and phrases used in this Amendment shall have the meanings as set forth in the Declaration.

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 WEBBER ST.  
SARASOTA, FLORIDA 33579  
923-2371

Prepared by:  
Allen Shapiro  
Sisco, Fialli & Payne, P.A.  
P.O. Box 9208  
Fort Lauderdale, FL 33310-9208

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(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.

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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.

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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:

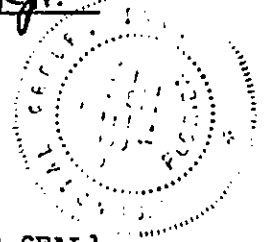
SUNDIAL GROUP, INC.

Kath E Byrne

By: Alan W. Kimbro  
Alan W. Kimbro,  
as Executive Vice President

Jill A. Howl

Attest: Robert E Arnow, Jr.  
Robert Arnow, Jr.,  
as Secretary



[CORPORATE SEAL]

THE LAKES ESTATES HOMEOWNERS ASSOCIATION, INC.

Jill A. Howl  
Joyl W. Gunstead

By: Joyl W. Gunstead  
President

Attest: Kath E Byrne  
Assistant 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 29 day of July, 1985.

Joyl W. Gunstead  
Notary Public  
My Commission Expires:

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

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

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized and acting, Alan W. Kimber and Kelvin E. Byrnes, 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.

Joy W. Prunstead  
Notary Public  
My Commission Expires:

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



O.R. 1795 PG 1862

EXHIBIT "A" TO AMENDMENT TO DECLARATION

DESCRIPTION: OPEN AND LANDSCAPE AREA

PARCELS OF LAND SITUATE IN SEC. 27, TWP. 36 S, RGE. 18 E., SARASOTA COUNTY, FLORIDA, BEING A PART OF THE LAKE ESTATES SUBDIVISION AS RECORDED IN PLAT BOOK 30 AT PAGE 15 THRU 15E OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE MOST S.W.'LY CORNER OF LOT 75 OF SAID THE LAKES ESTATES SUBDIVISION; THENCE ALONG THE E'LY R/W LINE OF MCINTOSH ROAD THE FOLLOWING COURSES: N 0° 20' 05" W., 0.89'; N.W.'LY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 622.96' FOR AN ARC DISTANCE OF 324.04' THROUGH A CENTRAL ANGLE OF 29° 48' 12"; N 30° 08' 17" W 143.06'; N.W.'LY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 522.96' FOR AN ARC DISTANCE OF 23.82' THROUGH A CENTRAL ANGLE OF 30° 00' 00" AND N 0° 08' 17" W 216.43' TO THE S'LY R/W LINE OF OAK VIEW DRIVE; THENCE ALONG SAID S'LY R/W LINE N 44° 51' 43" E 56.57' AND S 89° 39' 55" W 110.00' TO THE W'LY R/W LINE OF COTTONWOOD TRAIL; THENCE S 0° 08' 17" E ALONG SAID W'LY R/W LINE 20.00'; THENCE THROUGH LOTS 75 THRU 83, INCLUSIVE, SAID THE LAKE ESTATES SUBDIVISION THE FOLLOWING COURSES: S 89° 39' 55" W 87.57'; N 44° 51' 43" W 45.86'; S. 0° 08' 17" E 204.00'; S.E.'LY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 492.96' FOR AN ARC DISTANCE OF 258.11' THROUGH A CENTRAL ANGLE OF 30° 00' 00"; S. 30° 08' 17" E 143.06'; E'LY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 652.96' FOR AN ARC DISTANCE OF 339.65' THROUGH A CENTRAL ANGLE OF 29° 48' 12" AND S 0° 20' 05" E 0.89' TO THE S'LY LINE OF SAID LOT 75; THENCE S 89° 39' 55" W ALONG SAID S'LY LINE 30.00' TO THE P.O.B..

ALSO, BEGINNING AT THE INTERSECTION OF THE N'LY R/W LINE OF OAK VIEW DRIVE WITH THE W'LY R/W LINE OF COTTONWOOD TRAIL; THENCE ALONG THE SAID W'LY R/W LINE S 89° 51' 43" W 110.00' AND N 45° 08' 17" W 56.57' TO THE E'LY R/W LINE OF MCINTOSH ROAD; THENCE N 0° 08' 17" W ALONG SAID E'LY R/W LINE 985.25' TO THE S'LY R/W LINE OF TRAILS DRIVE; THENCE ALONG SAID S'LY R/W LINE N 44° 51' 43" E 56.57' AND N 89° 51' 43" E 110.00' TO THE W'LY R/W LINE OF COTTONWOOD TRAIL; THENCE S 0° 08' 17" E ALONG SAID W'LY R/W LINE 20.00'; THENCE THROUGH LOTS 1 THRU 11, SAID THE LAKE ESTATES SUBDIVISION, THE FOLLOWING COURSES: S 89° 51' 43" W 87.57'; N 44° 51' 43" W 45.86'; S 0° 08' 17" W 960.40'; S 45° 08' 17" E 45.86'; N 89° 51' 43" E 87.57' TO THE SAID W'LY R/W LINE OF COTTONWOOD TRAIL; THENCE S 0° 08' 17" E ALONG SAID W'LY R/W LINE 20.00' TO THE P.O.B..

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

SEE SH 2012 FOR SURVEY DRAWING

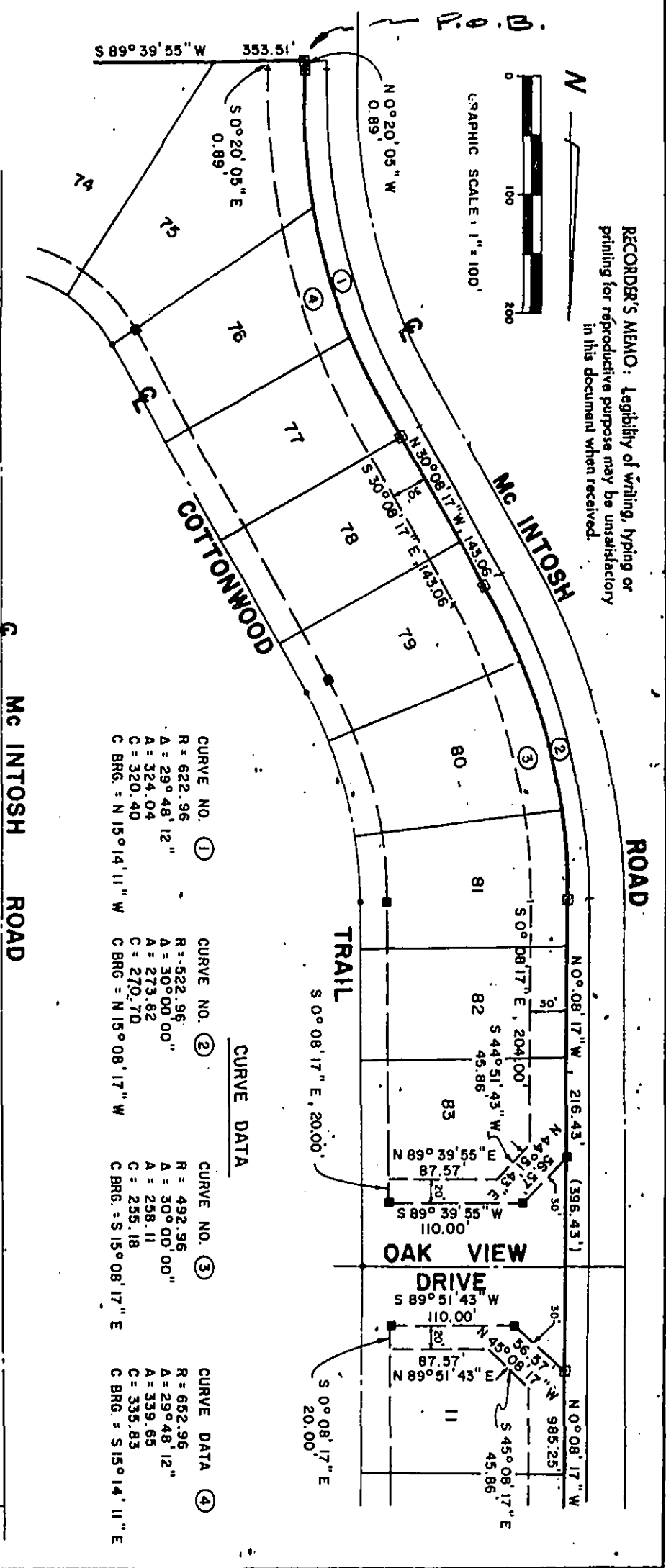
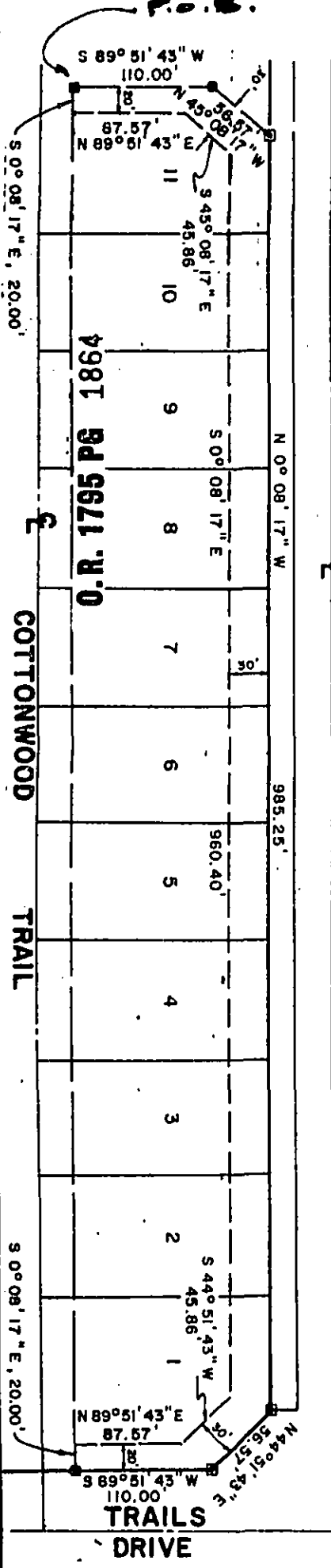
SH 1 OF 2

FOR: THE LAKE ESTATES

PLAT RECORDED IN 30 PLAT BOOK 30 AT PAGE 15 THRU 15E OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLA.

<p>REVISIONS</p>		<p>BOUNDARY SURVEY OF LAND                  SEC. 27 TWP 36S RGE 18E                  SARASOTA COUNTY, FLA.</p>	
<p><b>CERTIFICATION</b>                  WE HEREBY CERTIFY THAT THIS RECORD OF SURVEY WAS PREPARED UNDER OUR DIRECT SUPERVISION, THAT IT IS A TRUE AND CORRECT REPRESENTATION OF THE LAND SHOWN AND DESCRIBED HEREON, THAT WE ARE A LICENSED SURVEYOR TO THE BEST OF OUR KNOWLEDGE AND BELIEFS AND THAT WE MEET THE "MINIMUM TECHNICAL STANDARDS FOR LAND SURVEYING IN THE STATE OF FLORIDA", CHAPTER 21M-6, FLORIDA ADMINISTRATIVE CODE, EFFECTIVE SEPTEMBER 1, 1981.                  MOSBY ENGINEERING ASSOCIATES, INC.</p>		<p><b>LEGEND</b></p> <p> <input type="checkbox"/> IRON PIPE PND    <input type="checkbox"/> PERM. REIN. CONC.  <input type="checkbox"/> IRON PIPE SET    <input type="checkbox"/> WOOD STYL. PND  <input type="checkbox"/> WOOD PND    <input type="checkbox"/> WOOD STYL. SET  <input type="checkbox"/> WOOD SET    <input type="checkbox"/> CHISEL CUT                 </p>	
<p>(NOT VALID WITHOUT EMBOSSED SEAL OF THE CERTIFYING SURVEYOR) BY: <i>[Signature]</i></p>		<p>                 SCALE:                  DATE: 22 JUNE 1985                  JOB NO: 11833                  DRAWN BY:             </p>	
<p>PLAT CERTIFICATE NO. 3599</p>		<p> <b>MOSBY ENGINEERING ASSOCIATES, INC.</b>                  6601 Superior Ave. Sarasota, Florida 33581                  Tel. 813 924 1101             </p>	

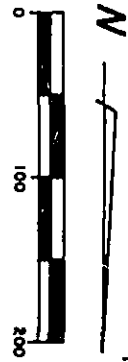
SH 2 of 2  
# 11835



**CURVE DATA**

CURVE NO. ①	CURVE NO. ②	CURVE NO. ③	CURVE NO. ④
R = 622.96	R = 522.96	R = 492.96	R = 652.96
Δ = 29° 48' 12"	Δ = 30° 00' 00"	Δ = 30° 00' 00"	Δ = 29° 48' 12"
A = 324.04	A = 273.82	A = 258.11	A = 339.65
C = 320.40	C = 270.70	C = 255.18	C = 335.83
C BRG. = N 15° 14' 11" W	C BRG. = N 15° 08' 17" W	C BRG. = S 15° 08' 17" E	C BRG. = S 15° 14' 11" E

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



JOINDER AND CONSENT OF MORTGAGEE

O.R. 1795 PG 1865

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:

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:

Harold A. Reinagle  
Patsy D. Tomkins

FLORIDA FEDERAL SAVINGS AND LOAN ASSOCIATION

By: Betty Overton  
Its Senior Vice 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 to take acknowledgments ~~Harold A. Reinagle~~, 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 Tomkins  
Notary Public  
My Commission Expires: \_\_\_\_\_  
[SEAL]

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



JOINER AND CONSENT OF LOT OWNERS

The undersigned, KENNETH BAKER and PRISCILLA BAKER, his wife, as fee simple owners and parties in possession of Lot 43 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, which real property has been submitted to the Declaration of Protective Covenants, Conditions, and Restrictions for the Lakes Estates of Sarasota, as 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.

O. R. 1795 PG 1866

IN WITNESS WHEREOF, the undersigned have hereunto set their hands and seals on the 26 day of July, 1985.

Signed, Sealed and Delivered in the Presence of:

Jennette M. Clark  
Patricia G. Montgomery  
Jennette M. Clark  
Patricia G. Montgomery

Kenneth Baker  
KENNETH BAKER

Priscilla Baker  
PRISCILLA BAKER

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, KENNETH BAKER and PRISCILLA BAKER, his wife to me known to be the persons who signed the foregoing instrument and acknowledged that their execution thereof was their free act and deed for the uses and purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid this 26 day of July, 1985.

Jennette M. Clark  
Notary Public

My Commission Expires:

NOTARY PUBLIC STATE OF FLORIDA  
MY COMMISSION EXP. MAY 20, 1990  
BONDED THROUGH GENERAL INS. LIAB.  
[SEAL]

FILED AND RECORDED  
R.H. PUGH  
SARASOTA COUNTY, FLORIDA

Jul 30 2 31 PM '85