

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.

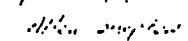
2. Interpretation. It is the intent and purpose of this Amendment to amend the Declaration in whatever manner is consistent with the provisions set forth in this Amendment. Accordingly, all of the words and phrases of the Declaration, whether or not referred to specifically by this Amendment, shall be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

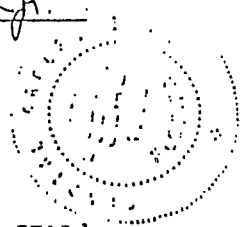
SUNDIAL GROUP, INC.

[Signature]

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

[Signature]

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



[CORPORATE SEAL]

THE LAKES ESTATES HOMEOWNERS ASSOCIATION, INC.

[Signature]

BY: [Signature]
President

[Signature]

Attest: [Signature]
Assistant Secretary



[CORPORATE SEAL]

O.R. 1795 PU 1861

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

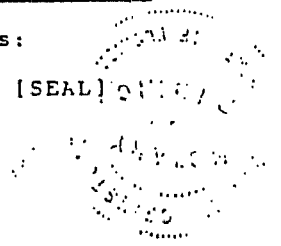
STATE OF FLORIDA)
COUNTY OF ~~PIKE~~) SS.:
Pinellas

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 D. Tomkowiak

FLORIDA FEDERAL SAVINGS AND LOAN ASSOCIATION

By: Betty Overton
Its President

[CORPORATE SEAL]

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

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 Tomkowiak
Notary Public
My Commission Expires:

[SEAL]

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

