

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

THIS SECOND AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE LAKES ESTATES OF SARASOTA made this 5th day of December, 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, 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, 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 regulations, burdens, and liens set forth in the Declaration, as amended by the Amendment and this Second 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 Second Amendment shall have the meanings as set forth in the Declaration.

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

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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 Leaster SVP

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

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

Deane E. Richards

Kathy Shaw

By: KE Byrne
V. President

Attest: DR Leaster
Secretary
[CORPORATE SEAL]

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, 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, 1987

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. Richards
Notary Public
My Commission Expires:
[SEAL]

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

LAKESTAL
12/02/85:rkm

FILED AND RECORDED
R.H.H.
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