

Prepared by and return to:
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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 August, 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. Angell
Monique S. Walter

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

(CORPORATE SEAL)

THE LAKES ESTATES HOMEOWNERS ASSOCIATION, INC.

Bruce A. Angell
Monique S. Walter

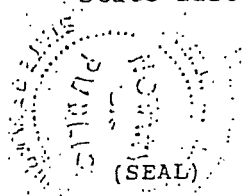
By: [Signature]
Donald R. Feaster, President

(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 1/4 day of ~~January~~, 1987.
April



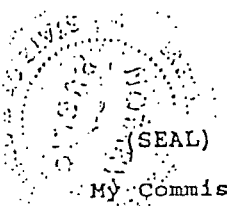
Barbara C. Angell
Notary Public

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 2/26 day of ~~January~~, 1987.
April



Barbara C. 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
5/11/87

MAY 11 8 58 AM '87