

The following is a list of the names of the persons who have been appointed to the various positions in the various departments of the Government of the State of New York, for the year 1901.

THIS AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS FOR LAKES ESTATES III OF SARASOTA made this 21st day of August, 1988, by SUNDIAL GROUP, INC., a Florida corporation, ("Developer"), joined in by LAKES ESTATES III OF SARASOTA HOMEOWNERS ASSOCIATION, INC., a Florida not for profit corporation ("Homeowners Association").

WHEREAS, the Declaration of Protective Covenants, Conditions and Restrictions for LAKES ESTATES III OF SARASOTA dated July 14, 1987, were recorded on July 30, 1987, in Official Records Book 1964, commencing at Page 1325, (the "Covenants"); and

O. R. 2062

WHEREAS, Article 10.J.1 of the Covenants provides that until the "Turnover Date" (as defined therein), all amendments or modifications to the Covenants shall be made only by Developer without the requirement of the Homeowners Association's consent or the consent of the Owners; and

WHEREAS, the Turnover Date has not occurred; and

WHEREAS, Article 10.J.3 of the Covenants provides that amendments for corrections of scrivener's errors or other non-material changes may be made by Declarant alone until the Turnover Date; and

WHEREAS, a scrivener's error has occurred;

NOW, THEREFORE, in consideration of the premises and covenants and provisions herein contained, Developer hereby amends the Covenants in the following manner, and the Lakes Estates III of Sarasota shall hereafter be owned, held, used, transferred, sold, conveyed, encumbered, demised, and occupied subject to the regulations, burdens, and liens set forth in the Covenants.

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 Covenants.

3. It is the intent and purpose of this Amendment to amend the Covenants in whatever manner is consistent with the provisions set forth in this Amendment. Accordingly, all of the words and phrases of the Covenants, 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 Covenants 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 Covenants, the terms of this Amendment shall prevail.

4. Article 1.27 shall be modified to read as follows:

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

5. Article 1.35 shall be modified to read as follows:

35. "Unit" means Dwelling Unit or Lot.

6. Continuation of Covenants. Except as amended hereby and as interpreted in the manner set forth in paragraph 3 above, the Covenants 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 the Covenants has been signed by Developer and the Lakes Estates III of Sarasota Homeowners Association, Inc.

WITNESSES:

DEVELOPER:

SUNDIAL GROUP, INC.

Bruce A. Angell

By:

Don R. Feaster
Its: Senior Vice President

Darlene Bryant

(CORPORATE SEAL)

JOINED IN AND CONSENTED TO BY:
LAKES ESTATES III OF SARASOTA
HOMEOWNERS ASSOCIATION, INC.

Bruce A. Angell

By:

Don R. Feaster
Its: President

Darlene Bryant

(CORPORATE SEAL)

STATE OF FLORIDA)
COUNTY OF Pinellas) SS:

I hereby certify that on this day personally appeared before me, an officer duly authorized to take acknowledgments, DON R. FEASTER, the Senior Vice President of SUNDIAL GROUP, INC., to me known to be the person who signed the foregoing instrument as such officer, and he severally acknowledged that the execution thereof was his free act and deed as such officer for the use and purpose 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 31 day of August, 1988.

Bruce A. Angell
Notary Public

My Commission Expires:

(SEAL)

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

STATE OF FLORIDA

COUNTY OF Pinellas

SS:

I hereby certify that on this day personally appeared before me, an officer duly authorized to take acknowledgments, Donald K. Smith, the President of LAKES ESTATES III OF SARASOTA HOMEOWNERS ASSOCIATION, INC., to me known to be the person who signed the foregoing instrument as such officer, and he severally acknowledged that the execution thereof was his free act and deed as such officer for the use and purpose 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 31 day of August, 1988.

Charles C. Goyell
Notary Public

My Commission Expires:

(SEAL)

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

O.R. 2062 PG 0516

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SEP 15 10 12 AM '88
KAREN E. RUSHING
CLERK OF CIRCUIT COURT
SARASOTA COUNTY, FL.