

BY LAWS
OF
THE LAKES OF SARASOTA MAINTENANCE ASSOCIATION, INC.

O.R. 1641 PG 0671

Section 1. Identification of Maintenance Association

These are the By-Laws of The Lakes of Sarasota Maintenance Association, Inc. (hereinafter referred to as the "Maintenance Association") as duly adopted by its Board of Governors (the "Board"). The Maintenance Association is a corporation not-for-profit, organized pursuant to Chapter 617, Florida Statutes.

1.1 The Office of the Maintenance Association shall be for the present at the Florida Federal Building, 321 Central Avenue, St. Petersburg, Florida 33701, and thereafter may be located at any place in Sarasota County, Florida (the "County") designated by the Board.

1.2 The fiscal year of the Maintenance Association shall be the calendar year.

1.3 The seal of the Maintenance Association shall bear the name of the Maintenance Association; the word "Florida"; and the words "Corporation Not-For-Profit".

Section 2. Explanation of Terminology

The terms defined in the Articles of Incorporation of the Maintenance Association (the "Articles") as well as in the "Maintenance Covenants" (as defined in the Articles) are incorporated herein by reference.

Section 3. Membership; Members Meetings;
Voting and Proxies

3.1 The qualification of Members, the manner of their admission to membership in the Maintenance Association and the voting by Members shall be as set forth in the Articles.

3.2 Owners who are Members shall be represented at all meetings of the Maintenance Association by two (2) Representatives of their Neighborhood Association. The Representatives shall speak, vote and generally act on behalf of the Members they represent, as directed by such Members, at all meetings and except for the Representatives, no Owners shall have a right to be present at or to act at any meeting except if specifically invited by the Board.

3.3 Each Representative, upon his election as either President or Vice President of a Neighborhood Association, shall notify the Maintenance Association of the Dwelling Units he represents, the term of his office, and his address. In the event a Representative cannot attend a meeting, he shall designate by written proxy an alternate (who shall not already be a Representative), and cause such proxy to be delivered to the Maintenance Association prior to such meeting. Such alternate may act at such meeting as fully as if he were the Representative.

3.4 The Members, through their Representatives, shall meet annually (the "Annual Members' Meeting"). The Annual Members' Meeting shall be held at the office of the Maintenance Association or at such other place in the County as the Board may determine and designate in the notice of

such meeting at such time and on such day of each year as the Board shall direct; provided, however, that the Annual Members' Meeting for any year shall be held not later than thirteen (13) months after the last preceding Annual Members' Meeting; and provided, further, that no Annual Members' Meeting shall be held on a legal holiday. The purpose of the Annual Members' Meeting shall be to hear reports of the officers, elect members of the Board (when appropriate under the Articles) and transact any other business authorized to be transacted at such Annual Members' Meeting.

3.5 Special meetings of the Members (meetings other than the Annual Members' Meeting), through their Representatives, shall be held at any place within the County whenever called by the President or Vice President or by a majority of the Board. A Special meeting must be called by such President or Vice President upon receipt of a written request from Members having the right to vote, either by themselves or through their Representatives, at least one-third (1/3) of the total number of votes entitled to be cast by Members ("Total Votes").

3.6 A written notice of all members' meetings, whether the Annual Members' Meeting or special meetings (collectively "Meeting"), shall be given to each Neighborhood Association, Representative, and Developer at their last known address as they appear on the books of the Maintenance Association and shall be mailed to the said address not less than forty (40) days nor more than fifty-five (55) days prior to the date of the Meeting. Proof of such mailing shall be given by the affidavit of the person giving the notice. Any notice given hereunder shall state the time and place of the Meeting and the purposes for which the Meeting is called. The notice of all Annual Members' Meetings shall, in addition, specify the number of Governors of the Maintenance Association to be designated by Developer, and the number of Governors to be elected by the Members, if applicable. All notices shall be signed by an officer of the Maintenance Association or reflect a facsimile of such a signature. Notwithstanding any provisions hereof to the contrary, notice of any Meeting may be waived before, during or after such Meeting by the person entitled to receive such notice by signing a document setting forth the waiver of such notice.

3.7 The Members may, through their Representatives, at the discretion of the Board, act by written response in lieu of a Meeting provided written notice of the matter or matters to be agreed upon is given to the parties entitled to receive notice of Meetings or duly waived in accordance with the provisions of these By-Laws. Members shall act through their Representatives. Unless some greater number is required under The Lakes of Sarasota Documents, and except as to the election of Governors, which shall be accomplished by plurality vote, the decision of a majority of the votes cast by or on behalf of Members as to the matter or matters to be agreed or voted upon shall be binding on the Members and their Representatives, provided a quorum is either present at such Meeting or submits a response if action is taken by written response in lieu of a Meeting, as the case may be. The notice with respect to actions to be taken by written response in lieu of a Meeting shall set forth the time period during which the written responses must be received by the Maintenance Association.

3.8 (a) A quorum of the Members shall consist of Representatives entitled to cast a majority of the total number of votes of the Members.

(b) Any Representative may join in the action of any Meeting by signing and concurring in the minutes thereof and such a signing shall constitute the presence of such Representative for the purpose of determining a quorum. When a quorum is present at any Meeting and a question which raises the jurisdiction of such Meeting is presented, the Representatives holding a majority of the voting rights present in person or represented by written proxy shall be required to decide the question. "Proxy" is defined to mean an instrument containing the appointment of a person who is substituted in the place and stead of the person or entity entitled to vote. Proxies shall be in writing signed by the person or entity giving the same and shall be valid only for the particular Meeting designated therein and, if so stated in the Proxy, any adjournments thereof. A Proxy must be filed with the Secretary of the Maintenance Association before the appointed time of the Meeting in order to be effective. Any Proxy may be revoked prior to the time a vote is cast according to such Proxy. However, if the question is one upon which a vote other than the majority vote of a quorum is required by express provision of The Lakes of Sarasota Documents, then such express provision shall govern and control the required vote on the decision of such question. Members shall act through their Representatives.

3.9 At any Annual Members' Meeting when elections of Governors are to occur, written ballots are to be supplied for such purposes. Furthermore, at any Annual Members' Meeting at which Governors are to be elected, the Board shall appoint an Election Committee consisting of three (3) Owners who are not Board members under the supervision of one (1) officer of the Maintenance Association to supervise the election, prepare ballots, count and verify ballots and proxies, disqualify votes if such disqualification is justified under the circumstances and to certify the results of the election to the Board. This Committee shall be able to determine questions within its jurisdiction by majority vote of all three (3) members.

3.10 If a quorum is not in attendance at a Meeting, the Members who are present through their Representatives, either in person or by proxy, may adjourn the Meeting from time to time until a quorum is present with no further notice of such adjourned Meeting being required unless otherwise determined by the Board. Members shall act through their Representatives.

3.11 Minutes of all Meetings shall be kept in a businesslike manner and be available for inspection by the members and Governors at all reasonable times.

3.12 Voting rights of Members shall be as stated in the Articles with respect to the election of all Boards other than the First Board. Such votes may be cast in person or by proxy.

3.13 The voting on any matter at a Meeting shall be by secret ballot upon request of the holders of ten (10%) percent of the votes represented at such Meeting and entitled to be cast on such matter if such request is made prior to the vote in question. The presiding officer (the "Chairman") of the Meeting shall call for nominations for

Inspectors of Election to collect and tally written ballots upon the completion of balloting upon that matter.

Section 4. Board of Governors; Governors' Meetings

4.1 The business and administration of the Maintenance Association shall be by its Board of Governors.

4.2 The election and, if applicable, the designation of Governors shall be conducted in accordance with the Articles.

4.3 Any person elected or designated as a Governor shall have all the rights, privileges, duties and obligations of a Governor of the Maintenance Association.

4.4 Subject to Section 4.6 below and to Developer's rights as set forth in Articles and as set forth in Section 4.6(c) below, vacancies in the Board shall be filled by persons elected by the remaining Governors. Any such person shall be a Governor and have all of the rights, privileges, duties and obligations as a Governor elected at an Annual Members' Meeting and shall serve for the term prescribed in Section 4.5 of these By-Laws.

4.5 The term of the Governor's service shall be as stated in the Articles and if not so stated, shall extend until the next Annual Members' Meeting and thereafter until his successor is duly elected and qualified or until he resigns or is removed in the manner elsewhere provided in the Articles or herein.

4.6 A Governor elected by the Members may be removed from office upon the affirmative vote or the agreement in writing of a majority of the Members at a Meeting for any reason deemed by the Members to be in the best interests of the Maintenance Association. A Meeting to so remove a Governor elected by them shall be held, subject to the notice provisions of Section 3.6 hereof, upon the written request of ten percent (10%) of the Members. However, before any Governor is removed from office, he shall be notified in writing prior to the Meeting at which a motion will be made to remove him that such a motion will be made, and such Governor shall be given an opportunity to be heard at such Meeting should he be present prior to the vote on his removal.

(b) Members shall elect, through their Representatives, at a Meeting, persons to fill vacancies on the Board caused by the removal of a Governor elected by members in accordance with Section 4.6 (a) above.

(c) A Governor designated by Developer, as provided in the Articles, may be removed only by Developer in its sole and absolute discretion and without any need for a meeting or vote. Developer shall have the unqualified right to name a successor for any Governor designated and thereafter removed by it or for any vacancy on the Board as to a Governor designated by it and Developer shall notify the Board of the name of the respective successor Governor and the commencement date for the term of such successor Governor.

4.7 The organizational meeting of a newly elected Board shall be held within ten (10) days of their election at such place and time as shall be fixed by the Governors at

the meeting at which they were elected. No further notice of the organizational meeting shall be necessary.

4.8 Regular meetings of the Board may be held at such times and places in the County, as shall be determined from time to time by a majority of Governors. Special meetings of the Board may be called at the discretion of the President or the Vice President. Special meetings must be called by the Secretary at the written request of at least one-third (1/3) of the Governors. Such special meeting may be held in the County, at such time and place as determined by the Governors requesting such meeting or in such other place as all Governors shall agree upon.

4.9 Notice of the time and place of regular and special meetings of the Board, or adjournments thereof, shall be given to each Governor personally or by mail, telephone or telegraph at least three (3) days prior to the day named for such meeting unless such notice is waived before, during or after such meeting. Any Governor may waive notice of the meeting in writing before, during or after a meeting and such waiver shall be deemed equivalent to the receipt of notice by such Governor.

4.10 A quorum of the Board shall consist of the Governors entitled to cast a majority of the votes of the entire Board. A Governor may join in the action of a meeting of the Board by signing the minutes thereof, and such signing shall constitute the presence of such Governor for the purpose of determining a quorum. Matters approved by a majority of the Governors present at a meeting at which a quorum is present shall constitute the official acts of the Board, except as may be otherwise specifically provided by law, by the Articles or elsewhere herein. If at any meetings of the Board there shall be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. At any meeting that takes place on account of a previous adjourned meeting, any business which might have been transacted at the meeting as originally called may be transacted. In the case of the adjournment of a meeting, no further notice of the adjourned meeting need be given unless otherwise determined by the Board.

4.11 The presiding officer at all Board meetings shall be the President. In the absence of the President, the Governors shall designate any one of their numbers to preside.

4.12 Governors' fees, if any, shall be determined by the Members.

4.13 Minutes of all meetings of the Board shall be kept in a businesslike manner and be available for inspection by Members and Governors at all reasonable times.

4.14 The Board shall have the power to appoint an Executive Committee(s) of the Board consisting of not less than one-third (1/3) of the Governors. An Executive Committee(s) shall have and exercise such powers of the Board as may be delegated to such Executive Committee(s) by the Board.

4.15 Meetings of the Board may be open to all Representatives. The Board may also hold closed meeting.

4.16 Any action required or permitted to be taken at a meeting of the Governors may be taken without a meeting if a

consent in writing, specifically setting forth the action to be taken, shall be signed by all the Governors entitled to vote with respect to the subject matter thereof. Such consent shall have the same force and effect as a unanimous vote of Governors.

Section 5. Powers and Duties of the Board of Governors

All of the powers and duties of the Maintenance Association shall be exercised by the Board. Such powers and duties of the Board shall include, but not be limited to, all powers and duties set forth in The Lakes of Sarasota Documents, as well as all of the powers and duties of a director or governor of a corporation not-for-profit.

Section 6. Officers of the Maintenance Association

6.1 Executive Officers of the Maintenance Association shall be the President, who shall be a Governor, the Vice President, a Treasurer, and a Secretary, all of whom shall be elected annually by the Board. Any officer may be removed without cause from office by vote of the Governors at any meeting of the Board. The Board may, from time to time, elect such other officers and assistant officers and designate their powers and duties as the Board shall find to be required to manage the affairs of the Maintenance Association. One person may hold any two offices simultaneously except where the functions of such offices are incompatible, but no person shall hold the office of the President and any of the following offices simultaneously: Vice President, Secretary or Assistant Secretary.

6.2 The President shall be the chief executive officer of the Maintenance Association. He shall have all of the powers and duties which are usually vested in the office of the President of an association or a corporation not-for-profit, including, but not limited to, the power to appoint such committees at such times from among the members as he may in his discretion determine appropriate to assist in the conduct of the affairs of the Maintenance Association. If in attendance, the President shall preside at all meetings of the Board.

6.3 In the absence or disability of the President, a Vice President shall exercise the powers and perform the duties of the President. The Vice President(s) shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Board. In the event there shall be more than one Vice President elected by the Board, then they shall be designated "First", "Second", etcetera., and shall exercise the powers and perform the duties of the Presidency in such order.

6.4 The Secretary shall keep the minutes of all meetings of the Board and the Members, which minutes shall be kept in a businesslike manner and be available for inspection by Members and Governors at all reasonable times. He shall have custody of the seal of the Maintenance Association and affix the same to instruments requiring such seal when duly authorized and directed to do so. He shall be custodian for the corporate records of the Maintenance Association, except those of the Treasurer, and shall perform all of the duties incident to the office of Secretary of the Maintenance Association as may be required

by the Board or the President. The Assistant Secretary, if any, shall perform the duties of the Secretary when the Secretary is absent and shall assist the Secretary under the supervision of the Secretary.

6.5 The Treasurer shall have custody of all of the monies of the Maintenance Association, including funds, securities and evidence of indebtedness. He shall keep the assessment rolls and accounts of the Members and shall keep the books of the Maintenance Association in accordance with good accounting practices and he shall perform all of the duties incident to the office of the Treasurer. The Assistant Treasurer, if any, shall perform the duties of the Treasurer when the Treasurer is absent and shall assist the Treasurer under the supervision of the Treasurer.

6.6 The compensation, if any, of the officers and other employees of the Maintenance Association shall be fixed by the Board. This provision shall not preclude the Board from hiring a Governor as an employee of the Maintenance Association or preclude the contracting with a Governor or a party affiliated with a Governor for the management or performance of contract services for all or any part of The Lakes of Sarasota.

Section 7. Accounting Records, Fiscal Management

7.1 The Maintenance Association shall use the cash basis method of accounting and shall maintain accounting records in accordance with good accounting practices, which shall be open to inspection by Developer, Neighborhood Associations, Representatives, Members and Institutional Mortgagees or their respective authorized representatives at reasonable times. Such authorization as a representative of a Member must be in writing and signed by the person giving the authorization and dated within sixty (60) days of the date of the inspection. Such records shall include, but not be limited to, (a) a record of all receipts and expenditures; and (b) an account for each Neighborhood Association which shall designate the name and address of each Contributing Unit Owner thereof, the amount of assessments charged to each Neighborhood Association and each Contributing Unit thereof, the amounts and due dates for payment of same, the amounts paid upon the account and the balance due.

7.2 After the termination of the Initial Period described in the Maintenance Covenants, the Board shall adopt a Budget (as provided for in the Maintenance Covenants) of the anticipated Maintenance Expenses of the Maintenance Association for each forthcoming calendar year (the fiscal year of the Maintenance Association being the calendar year) at a regular or special meeting of the Board ("Budget Meeting") called for that purpose to be held during the last two weeks of October of the year preceding the year to which the Budget applies, provided that the first Budget Meeting is to be held within thirty (30) days from the expiration of the Initial Period for purposes of adopting a Budget for the remainder of the calendar year during which the Initial Period expires. Prior to the Budget Meeting, a proposed Budget for the Maintenance Expenses shall be prepared by or on behalf of the Board. Within thirty (30) days after adoption of the Budget, a copy thereof shall be furnished to Developer and to each Representative and Neighborhood Association. The copy of the Budget shall be deemed furnished and the notice of the "Individual Unit Assessment" (as defined in the Maintenance Covenants) shall

be deemed given upon its delivery or upon its being mailed as aforesaid. The failure of the Board to adopt a Budget in a timely fashion shall not abrogate or alter the obligation to pay Maintenance Expenses.

7.3 In administering the finances of the Maintenance Association, the following procedures shall govern: (i) the fiscal year shall be the calendar year; (ii) any monies received by the Maintenance Association in any calendar year may be used by the Maintenance Association to pay expenses incurred in the same calendar year; (iii) there shall be apportioned between calendar years on a pro rata basis any expenses which are prepaid in any one calendar year for Maintenance Expenses which cover more than such calendar year; (iv) Assessments shall be made monthly, or as otherwise directed by the Board, in amounts no less than are required to provide funds in advance for payment of all of the anticipated current Maintenance Expenses and for all unpaid Maintenance Expenses previously incurred; and (v) items of Maintenance Expenses incurred in a calendar year shall be charged against income for the same calendar year regardless of when the bill for such expenses is received. Notwithstanding the foregoing, the Assessments for Maintenance Expenses and any periodic installments thereof shall be of sufficient magnitude to insure an adequacy and availability of cash to meet all budgeted expenses in any calendar year as such expenses are incurred in accordance with the cash basis method of accounting.

7.4 The Individual Unit Assessment shall be payable as provided for in the Maintenance Covenants.

7.5 No Board shall be required to anticipate revenue from Assessments or expend funds to pay for Maintenance Expenses not budgeted or which shall exceed budgeted items, and no Board is required to engage in deficit spending. Should there exist any deficiency which results from there being greater Maintenance Expenses than monies from Assessments, then such deficits shall be carried into the next succeeding year's Budget as a deficiency or shall be the subject of an adjustment to the applicable Assessment (e.g., Individual Unit Assessment or Special Assessment).

7.6 The depository of the Maintenance Association shall be such bank or banks as shall be designated from time to time by the Board in which the monies of the Maintenance Association shall be deposited. Withdrawal of monies from such account shall be only by checks signed by such persons as are authorized by the Board.

7.7 A report of the accounts of the Maintenance Association shall be made annually by an auditor, accountant or Certified Public Accountant and a copy of the report shall be furnished to Developer and each Representative and Neighborhood Association no later than the first day of April of the year following the year for which the report is made. The report shall be deemed to be furnished to the above named parties upon its delivery or mailing to the above named parties shown on the records of the Maintenance Association at their last known addresses as shown on the records of the Maintenance Association.

Section 8. Rules and Regulations

The Board may at any meeting of the Board adopt rules and regulations or amend, modify or rescind then existing rules and regulations for the operation and use of the Common Maintenance Areas; provided, however, that such rules

and regulations are not inconsistent with the terms or provisions of The Lakes of Sarasota Documents. Copies of any rules and regulations promulgated, amended or rescinded shall be mailed or delivered to Developer and to each Representative and Neighborhood Association, and Owner and shall not take effect until forty-eight (48) hours after such delivery or mailing. Notwithstanding the foregoing, where rules and regulations are to regulate the use of specific portions of the Common Maintenance Areas, same shall be conspicuously posted on such portion and such rules and regulations shall be effective immediately upon such posting. Care shall be taken to insure that posted rules and regulations are conspicuously displayed and easily read and that posted signs or announcements are designed with a view towards protection from weather and the elements. Posted rules and regulations which are torn down or lost shall be promptly replaced.

Section 9. Parliamentary Rules

The then latest edition of Robert's Rules of Order shall govern the conduct of meetings of all Members of the Maintenance Association and the Board; provided, however, if such rules of order are in conflict with any of The Lakes of Sarasota Documents, Robert's Rules of Order shall yield to the provisions of such instrument.

Section 10. Amendment of the By-Laws

10.1 These By-Laws may be amended as hereinafter set forth in this Section 10.

10.2 After the Maintenance Turnover Date, any By-Law of the Maintenance Association may be amended or repealed, and any new By-Law of the Maintenance Association may be adopted by either:

(i) majority vote of the Members, acting through their Representatives, at any Annual Members' Meeting or any special meeting of the Members called for that purpose or by majority action of the Members who have acted by written response in lieu of a Meeting as permitted by these By-Laws; or

(ii) by the affirmative vote of a majority of the Governors then in office at any regular meeting of the Board or at any special meeting of the Board called for that purpose or by written instrument signed by all of the Governors as is permitted by these By-Laws, provided that the Governors shall not have any authority to adopt or amend or repeal any By-Law if such new By-Law or such amendment or the repeal of a By-Law would be inconsistent with any By-Law previously adopted by the Members.

10.3 Notwithstanding any of the foregoing provisions of this Section 10 to the contrary, until the Maintenance Turnover Date, all amendments or modifications to these By-Laws and adoption or repeal of By-Laws shall only be made by action of the First Board as described in the Articles, which First Board shall have the power to amend, modify, adopt and repeal any By-Laws without the requirement of any consent or approval or vote of the Members including their Representatives.

10.4 Notwithstanding any provision of this Section 10 to the contrary, these By-Laws shall not be amended in any

manner which shall amend, modify or affect any provision, terms, conditions, rights or obligations set forth in any other of The Lakes of Sarasota Documents, as the same may be amended from time to time in accordance with the provisions thereof, including, without limitation, any rights of Developer or of an Institutional Mortgagee without the prior written consent thereto by Developer or Institutional Mortgagee, as the case may be.

10 5 Any instrument amending, modifying, repealing or adding By-Laws shall identify the particular Section or Sections affected and give the exact language of such modification, amendment or addition of or the provisions repealed. A copy of each such amendment, modification, repeal or addition certified to by the Secretary or Assistant Secretary of the Maintenance Association shall be recorded amongst the Public Records of the County.

Section 11. Conflict

In the event of a conflict between the provisions of these By-Laws and the provisions of the Maintenance Covenants, the provisions of the Maintenance Covenants shall prevail. In the event of a conflict between the provisions of these By-Laws and the provisions of the Articles, the provisions of the Articles shall prevail.

Section 12. Mailing

Notices and other mailings required to be furnished pursuant to these By-Laws shall be deemed to be mailed or furnished to the party entitled to receive same according to these By-Laws and the records of the Maintenance Association upon its delivery or mailing to such party at his last known address as shown on the records of the Maintenance Association.

The foregoing By-Laws of The Lakes of Sarasota Maintenance Association, Inc., are hereby adopted by all of the Governors of The Lakes of Sarasota Maintenance Association, Inc. as and constituting the Board of Governors of said Maintenance Association this _____ day of _____, 1983.

11/20/83/skr

O.R. 1641 PG 0682

EXHIBIT F

"CONVEYED PORTION"

DESCRIPTION: A PART OF "THE LAKES" MAINTENANCE ASSOCIATION AREA
A PARCEL OF LAND LYING IN SECTIONS 26 & 27, TWP. 36 S., RGE. 18 E., SARASOTA COUNTY,
FLORIDA, BEING DESCRIBED AS FOLLOWS:

COMMENCE AT THE NE CORNER OF THE SE $\frac{1}{4}$ OF SAID SECTION 27; THENCE S 89° 04' 03" W, ALONG
THE NORTH LINE OF SAID NE $\frac{1}{4}$ OF SECTION 27 AND THE CENTERLINE OF BAHIA VISTA STREET,
171.63'; THENCE S 0° 55' 57" E, 50.00' FOR A P.O.B.; THENCE S 51° 04' 23" E, ALONG
THE SW $\frac{1}{4}$ LY LINE OF A 50' DRAINAGE EASEMENT, 31.21'; THENCE S 89° 04' 03" W, ALONG THE
S $\frac{1}{4}$ LY LINE OF A 20' LANDSCAPING/BUFFER EASEMENT BEING PARALLEL WITH AND LYING 70.00'
S $\frac{1}{4}$ LY THEREFROM SAID CENTERLINE OF BAHIA VISTA STREET, 233.18'; THENCE N 0° 55' 57" W,
ALONG THE E $\frac{1}{4}$ LY LINE OF CONDOMINIUM OWNERSHIP LINE FOR UNIT 2-2, "THE LAKES CONDO-
MINIUM 1," HEREIN DESCRIBED, FOR A DISTANCE OF 1.61'; THENCE S 89° 04' 03" W, ALONG
THE N $\frac{1}{4}$ LY LINE OF SAID CONDOMINIUM UNITS 2-2 AND UNIT 2-1 FOR A DISTANCE OF 69.50';
THENCE S 0° 55' 57" E, ALONG THE W $\frac{1}{4}$ LY LINE OF SAID CONDOMINIUM UNIT 2-1 FOR A DISTANCE
OF 1.61'; THENCE S 89° 04' 03" W, ALONG SAID S $\frac{1}{4}$ LY LINE OF 20' LANDSCAPING/BUFFER
EASEMENT, 13.40'; THENCE N 0° 55' 57" W, ALONG THE E $\frac{1}{4}$ LY LINE OF CONDOMINIUM OWNERSHIP
FOR UNIT 1-2 OF SAID THE LAKES CONDOMINIUM 1, FOR A DISTANCE OF 2.21'; THENCE S 89°
04' 03" W, ALONG THE N $\frac{1}{4}$ LY LINE OF SAID CONDOMINIUM UNITS 1-2 AND 1-1 FOR A DISTANCE
OF 74.50'; THENCE S 0° 55' 57" E, ALONG THE W $\frac{1}{4}$ LY LINE OF SAID UNIT 1-1 FOR A DISTANCE
OF 2.21'; THENCE S 89° 04' 03" W, ALONG SAID S $\frac{1}{4}$ LY LINE OF 20' LANDSCAPING/BUFFER
EASEMENT, 10.07'; THENCE S 44° 27' 53" W, 42.72'; THENCE S 0° 08' 17" E, ALONG THE
E $\frac{1}{4}$ LY LINE OF A 20' LANDSCAPING/BUFFER EASEMENT (SAID LINE LYING 70.00' E $\frac{1}{4}$ LY OF
CENTERLINE OF MCINTOSH ROAD), 102.36'; THENCE N 89° 04' 03" E, 189.78'; THENCE N 19°
00' 00" E, 13.14'; THENCE N 89° 04' 03" E, 60.41'; THENCE S 35° 00' 00" E, 59.59';
THENCE S 19° 00' 00" W, 84.20'; THENCE S 19° 14' 40" E, 396.85' TO A POINT ON N $\frac{1}{4}$ LY
LINE OF "LAKE DRAINAGE EASEMENT", SAID POINT BEING ON A CURVE CONCAVE TO THE SE $\frac{1}{4}$ LY
WHOSE RADIUS POINT IS LOCATED S 26° 21' 18" E, 100.00'; THENCE NE $\frac{1}{4}$ LY ALONG ARC OF
SAID CURVE AND SAID N $\frac{1}{4}$ LY LINE OF "LAKE DRAINAGE EASEMENT", THROUGH A CENTRAL ANGLE
OF 48° 03' 11", 83.87' TO THE P.C.C. OF A CURVE CONCAVE TO THE SW $\frac{1}{4}$ LY HAVING A RADIUS
OF 1310.00'; THENCE SE $\frac{1}{4}$ LY ALONG ARC OF SAID CURVE AND NE $\frac{1}{4}$ LY LINE OF SAID "LAKE
DRAINAGE EASEMENT", THROUGH A CENTRAL ANGLE OF 50° 18' 46", 1150.34' TO THE P.C.C.
OF A CURVE CONCAVE TO THE NW HAVING A RADIUS OF 60.60'; THENCE SW $\frac{1}{4}$ LY ALONG ARC OF
SAID CURVE AND THE S $\frac{1}{4}$ LY LINE OF SAID "LAKE DRAINAGE EASEMENT", THROUGH A CENTRAL
ANGLE OF 62° 32' 19", 65.49'; THENCE N 39° 19' 49" W, 526.16'; THENCE N 53° 06' 01" W,
565.35'; THENCE N 19° 14' 40" W, 48.97'; THENCE N 54° 39' 57" W, 78.64'; THENCE
N 54° 39' 57" W, ALONG THE W $\frac{1}{4}$ LY LINE OF "LAKE ACCESS EASEMENT", 53.49'; THENCE N 0°
08' 17" W, CONTINUING ALONG SAID W $\frac{1}{4}$ LY LINE OF "LAKE ACCESS EASEMENT", 140.35' TO A
POINT ON A CURVE CONCAVE TO THE NW $\frac{1}{4}$ LY HAVING A RADIUS OF 200.00'; THENCE SW $\frac{1}{4}$ LY ALONG
ARC OF SAID CURVE AND THE S $\frac{1}{4}$ LY LINE OF ACCESS EASEMENT "A", THROUGH A CENTRAL ANGLE
OF 5° 01' 11", 17.52' TO THE P.T.; THENCE S 89° 51' 43" W, CONTINUING ALONG SAID S $\frac{1}{4}$ LY
LINE OF ACCESS EASEMENT "A", 272.50'; THENCE S 44° 51' 43" W, ALONG SAID ACCESS
EASEMENT, 56.57'; THENCE N 0° 08' 17" W, ALONG THE E $\frac{1}{4}$ LY R/W LINE (50' E $\frac{1}{4}$ LY OF
CENTERLINE) OF MCINTOSH ROAD, 540.69' TO ITS INTERSECTION WITH THE S $\frac{1}{4}$ LY R/W LINE OF
BAHIA VISTA STREET (50' S $\frac{1}{4}$ LY OF CENTERLINE); THENCE N 89° 04' 03" E, ALONG SAID S $\frac{1}{4}$ LY
R/W LINE OF BAHIA VISTA STREET, 426.41' TO THE P.O.B.

CONTAINING 6.6721 ACRES, MORE OR LESS.

JOINDER AND CONSENT OF MORTGAGEE

O.R. 1641 PG 0683

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 the real property which has been submitted herein to certain easements hereby consents to the general Covenants, Easements and Restrictions for The Lakes of Sarasota, recorded contemporaneously herewith in the Public Records of Sarasota County, Florida, under Clerk's File Number 542635. Said encumbrances of security are more particularly described as follows:

(1) 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 19 day of December, 1983.

Signed, Sealed and Delivered in the presence of:

Kathleen J. Linagli
Joyl W. Priestard

FLORIDA FEDERAL SAVINGS AND LOAN ASSOCIATION

By: Barbara A. Tagliano
Its Assistant Vice President

(SEAL)

STATE OF FLORIDA :
COUNTY OF HANDS : SS.:

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to take acknowledgements, Barbara A. Tagliano, the Assistant 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 19th day of December, 1983.

Joyl W. Priestard
NOTARY PUBLIC

My Commission Expires:

Notary Public, State of Florida At Large.
(SEAL) My Commission Expires MAR 11, 1985

Dec 20 8 59 AM '83

FILED AND RECORDED
W. MCKENNEY JR. CLERK
SARASOTA CO. FLA

042635

THIS INSTRUMENT WAS PREPARED BY:
RECEIVED & RETURN TO: BRIAN J. SHERR
SHERR, DIER & SHERR, P.A.
ATTORNEYS AT LAW
3015 N. OCEAN BLVD., SUITE 111
P.O. DRAWER 11697
FORT LAUDERDALE, FL 33319-1697

O. R. 740 PG 1610

R.

R.

R.

R.

R.

R.

R.

R.

R.

R.

Send to: George
1000 3rd St. N. Suite 200
Minneapolis, MN 55401

IN WITNESS WHEREOF, this Supplement has been signed by Developer on the day and year first above set forth.

Signed, Sealed and Delivered SUNDIAL GROUP, INC.
in the Presence of:

Deane E. Richards

By:

Alan W. Kimbro
President

Attest:

Robert E. Arnow, Jr.
Secretary

(SEAL)

O.R. 1740 PG 1611

STATE OF FLORIDA)
COUNTY OF Pinellas) ss.:

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to take acknowledgements, Alan W. Kimbro and Robert E. Arnow, Jr., the 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 that the execution thereof was their free act and deed as such officers 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 26th day of December, 1984.

Deane E. Richards
Notary Public

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

(SEAL)

SARASOT4
1/18/84--lee
Rev1

O.R. 1740 PG 1612

EXHIBIT "A"
MAINTENANCE ASSOCIATION
"Supplemental Committed Property"



ENGINEERING ASSOCIATES, INC. Telephone 924-1101

6601 SUPERIOR AVE. • P.O. Box 1779 • SARASOTA, FLA. 33578

O.R. 1740 PG 1613

DESCRIPTION OF: SUPPLEMENTAL COMMITTED PROPERTY

A PARCEL OF LAND LYING IN SECTIONS 26 & 27, TWP. 36 S., RGE. 18 E., SARASOTA COUNTY, FLORIDA, FURTHER DESCRIBED AS FOLLOWS:

COMMENCE AT THE NE CORNER OF SE $\frac{1}{4}$ OF SAID SECTION 27; THENCE S 0° 15' 06" W, ALONG THE EAST LINE OF SAID SE $\frac{1}{4}$ (EAST LINE OF SECTION 27) FOR A DISTANCE OF 126.02' TO A POINT ON THE SW'LY LINE OF 100' DRAINAGE R/W FOR PHILLIPPI CREEK MAIN "A" FOR A P.O.B.; THENCE S 51° 04' 23" E, INTO SECTION 26 ALONG SAID SW'LY R/W LINE, 261.96'; THENCE S 47° 50' 32" W, 279.60' TO A POINT ON A CURVE CONCAVE TO THE SW WHOSE RADIUS POINT IS LOCATED S 16° 55' 59" W, 329.01'; THENCE NW'LY ALONG ARC OF SAID CURVE, HAVING A RADIUS OF 329.01', THROUGH A CENTRAL ANGLE OF 8° 49' 36", 50.69' TO THE P.R.C. OF A CURVE CONCAVE TO THE NE; THENCE NW'LY ALONG ARC OF SAID CURVE HAVING A RADIUS OF 25.00', THROUGH A CENTRAL ANGLE OF 74° 31' 36", 32.52' TO THE P.R.C. OF A CURVE CONCAVE TO THE SW; THENCE NW'LY ALONG ARC OF SAID CURVE HAVING A RADIUS OF 173.52', THROUGH A CENTRAL ANGLE OF 36° 01' 39", 109.11' TO THE P.T.; THENCE N 43° 23' 40" W, 147.71' TO A POINT ON A CURVE CONCAVE TO THE SW WHOSE RADIUS POINT IS LOCATED N 57° 52' 19" W, 40.00'; THENCE NW'LY ALONG ARC OF SAID CURVE HAVING A RADIUS OF 40.00', THROUGH A CENTRAL ANGLE OF 152° 09' 19", 106.22'; THENCE N 71° 38' 08" W, 91.94'; THENCE N 0° 55' 57" W, 80.65'; THENCE N 89° 04' 03" E, ALONG A LINE PARALLEL WITH AND LYING 70.00' S'LY THEREFROM THE CENTERLINE OF BAHIA VISTA STREET (NORTH LINE OF SE $\frac{1}{4}$ OF SECTION 27) FOR A DISTANCE OF 218.18'; THENCE N 51° 04' 23" W, 31.21' TO A POINT ON THE S'LY R/W LINE OF BAHIA VISTA STREET (SAID R/W LINE LYING 50.00' S'LY OF CENTERLINE); THENCE N 89° 04' 03" E, ALONG SAID S'LY R/W, 78.02' TO A POINT ON SAID SW'LY R/W LINE OF PHILLIPPI CREEK MAIN "A"; THENCE S 51° 04' 23" E, ALONG SAID SW'LY R/W LINE, 118.56' TO THE P.O.B.

CONTAINING 2.660 ACRES, MORE OR LESS.



ENGINEERING ASSOCIATES, INC. Telephone 924-1101

6601 SUPERIOR AVE. • P.O. Box 1779 • SARASOTA, FLA. 33578

O.R. 1740 PG 1614

Also

A parcel of land lying in Section 26, Twp. 36 S., Rge. 18 E., Sarasota County, Florida.

Commence at the N.E. corner of S.E. $\frac{1}{4}$ of said Section 27; thence S. $0^{\circ}15'06''$ W., along the East line of said S.E. $\frac{1}{4}$ (East line of Section 27), for a distance of 757.25'; thence S. $89^{\circ}44'54''$ E., 33.99' for a P.O.B.; thence N. $26^{\circ}47'28''$ E., 222.64' to a point on a curve concave to the S.W.; thence Southeasterly along arc of said curve having a radius of 329.01'; through a central angle of $10^{\circ}42'58''$, 61.54' to the P.R.C. of a curve concave to the N.E.; thence Southeasterly along arc of said curve having a radius of 300.00'; through a central angle of $27^{\circ}09'49''$, 142.23'; thence S. $30^{\circ}45'05''$ W., 179.55' to a point on a curve concave to the S.W.; thence Northwesterly along arc of said curve having a radius of 1310.00', through a central angle of $7^{\circ}55'29''$, 181.19' to the P.O.B.

Containing 0.825 Acres ⁺

AUG 31 1984

THE LAKES OF SARASOTA

REVISED LAND USE PLAN



ADDENDUM TO AMENDED DECLARATION OF
PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS
FOR THE LAKES OF SARASOTA HOMEOWNERS' PROPERTY

O.R. 1740 PG 1616

This Addendum to Declaration of Protective Covenants, Conditions and Restrictions for The Lakes of Sarasota Homeowners' Property (hereinafter referred to as the "Addendum"), made this 26 day of December, 1984, by SUNDIAL GROUP, INC., a Florida corporation, its successors and assigns ("Developer").

WHEREAS, Developer recorded the Declaration of Protective Covenants, Conditions and Restrictions for The Lakes of Sarasota Homeowners' Property in Official Records Book 1641, Page 0684, of the Public Records of Sarasota County, Florida (the "Homeowners' Declaration") and re-recorded same to correct certain scrivener's errors in Official Records Book 1677, Page 1711, of the Public Records of Sarasota County, Florida; and

WHEREAS, Developer "Subjected" that portion of the real property to the Homeowners' Declaration, which was described therein as the "Subjected Property" (as those terms are described and defined in the Homeowners' Declaration); and

WHEREAS, pursuant to Article II.A.2. of the Homeowners' Declaration, Developer set forth the procedure where certain of the "Additional Property" might be subjected to the Homeowners' Declaration (as that term is defined therein); and

WHEREAS, Developer wishes to subject the real property described in Exhibit A hereto ("The Additional Subjected Property") to the Homeowners' Declaration as Subjected Property.

NOW, THEREFORE, in consideration of the premises and covenants herein contained, Developer hereby declares that the Additional Subjected Property shall be Subjected Property and shall 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 Homeowners' Declaration and set forth in this Addendum.

1. The words and phrases defined in the Homeowners' Declaration shall have the meanings set forth therein, except if the context hereof clearly indicates otherwise.

2. Developer hereby Subjects the Additional Subjected Property to the Homeowners' Declaration and the Additional Subjected Property shall be subject to all the terms thereof.

3. There is attached hereto as Exhibit B a Revised Property Plan ("Revised Property Plan") which sets forth specific land uses for the Additional Subjected Property and which contains a legal description of the Additional Subjected Property, as well as a general description of improvements to be located thereon.

4. This Addendum relates only to a portion of the "Additional Property" and Developer reserves the right to Subject that portion not being Subjected herein, or not Subject same, at some time in the future.

5. The Additional Subjected Property "Residential Property" is shown on the Revised Property Plan and is legally described in Exhibit C attached hereto.

Vertical Copy Line

6. All the terms, conditions and provisions of the Homeowners' Declaration shall be applicable to the Additional Subjected Property.

IN WITNESS WHEREOF, this Addendum has been signed by Developer on the day and year first above set forth.

Signed, Sealed and Delivered
in the Presence of:

Diane E. Richards

SUNDIAL GROUP, INC.

By:

Alan W. Kimbro,
Exec. Vice President

Attest:

Robert E. Arnau, Jr.
Secretary

(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, Alan W. Kimbro and Robert E. Arnau, Jr., the 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 that the execution thereof was their free act and deed as such officers 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 26th day of December, 1984.

Diane E. Richards
Notary Public

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

(SEAL)

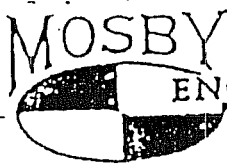
SARASOT4
7/02/84:lee
Rev2

O.R. 1740 PG 1618

EXHIBIT "A"

HOMEOWNERS ASSOCIATION

"Additional Subjected Property"



ENGINEERING ASSOCIATES, INC. Telephone 924-1101

6601 SUPERIOR AVE. - P.O. Box 1779 - SARASOTA, FLA. 33578

DESCRIPTION OF:
THE LAKES CONDOMINIUM 2 - LANDS OF THE HOMEOWNER'S ASSOCIATION

A PARCEL OF LAND LYING IN SECTIONS 26 & 27, TWP. 36 S., RGE. 18 E.,
SARASOTA COUNTY, FLORIDA, FURTHER DESCRIBED AS FOLLOWS:

O.R. 1740 PG 1619

COMMENCE AT THE NE CORNER OF SE $\frac{1}{4}$ OF SAID SECTION 27; THENCE S 0° 15' 06" W, ALONG THE EAST LINE OF SAID SE $\frac{1}{4}$ (EAST LINE OF SECTION 27) FOR A DISTANCE OF 190.06' FOR A P.O.B.; THENCE S 51° 04' 23" E, INTO SAID SECTION 26, ALONG THE SW'LY LINE OF A 50' SARASOTA COUNTY DRAINAGE EASEMENT (SAID LINE LYING 50' SW'LY FROM AND PARALLEL WITH THE SW'LY R/W LINE OF 100' DRAINAGE R/W FOR PHILLIPPI CREEK MAIN "A"), FOR A DISTANCE OF 214.09'; THENCE S 47° 50' 32" W, 228.99' TO A POINT ON A CURVE CONCAVE TO THE SW WHOSE RADIUS POINT IS LOCATED S 16° 55' 59" W, 329.01'; THENCE NW'LY ALONG ARC OF SAID CURVE, HAVING A RADIUS OF 329.01'; THROUGH A CENTRAL ANGLE OF 8° 49' 36", 50.69' TO THE P.R.C. OF A CURVE CONCAVE TO THE NE; THENCE NW'LY ALONG ARC OF SAID CURVE HAVING A RADIUS OF 25.00', THROUGH A CENTRAL ANGLE OF 74° 31' 36", 32.52' TO THE P.R.C. OF A CURVE CONCAVE TO THE SW; THENCE NW'LY ALONG ARC OF SAID CURVE HAVING A RADIUS OF 173.52', THROUGH A CENTRAL ANGLE OF 36° 01' 39", 109.11' TO THE P.T.; THENCE N 43° 23' 40" W, 147.71' TO A POINT ON A CURVE CONCAVE TO THE SW WHOSE RADIUS POINT IS LOCATED N 57° 52' 19" W, 40.00'; THENCE NW'LY ALONG ARC OF SAID CURVE, HAVING A RADIUS OF 40.00', THROUGH A CENTRAL ANGLE OF 152° 09' 19", 106.22'; THENCE N 71° 38' 08" W, 91.94'; THENCE N 0° 55' 57" W, 80.65'; THENCE N 89° 04' 03" E, ALONG A LINE PARALLEL WITH AND LYING 70.00' S'LY THEREFROM THE CENTERLINE OF BAHIA VISTA STREET (NORTH LINE OF SE $\frac{1}{4}$ OF SECTION 27) FOR A DISTANCE OF 218.18'; THENCE S 51° 04' 23" E, ALONG SAID SW'LY LINE OF 50' SARASOTA COUNTY DRAINAGE EASEMENT, 137.27' TO THE P.O.B.

CONTAINING 2.1943 ACRES, MORE OR LESS.

SUBJECT TO EASEMENTS OF RECORD.

AUG 20 198



ENGINEERING ASSOCIATES, INC. Telephone 924-1101

6601 SUPERIOR AVE. • P.O. Box 1779 • SARASOTA, FLA. 33578

Also

A parcel of land lying in Section 26, Twp. 36 S., Rge. 18 E., Sarasota County, Florida.

Commence at the N.E. corner of S.E. $\frac{1}{4}$ of said Section 27; thence S. $0^{\circ}15'06''$ W., along the East line of said S.E. $\frac{1}{4}$ (East line of Section 27), for a distance of 757.25'; thence S. $89^{\circ}44'54''$ E., 33.99' for a P.O.B.; thence N. $26^{\circ}47'28''$ E., 222.64' to a point on a curve concave to the S.W.; thence Southeasterly along arc of said curve having a radius of 329.01'; through a central angle of $10^{\circ}42'58''$, 61.54' to the P.R.C. of a curve concave to the N.E.; thence Southeasterly along arc of said curve having a radius of 300.00'; through a central angle of $27^{\circ}09'49''$, 142.23'; thence S. $30^{\circ}45'05''$ W., 179.55' to a point on a curve concave to the S.W.; thence Northwesterly along arc of said curve having a radius of 1310.00', through a central angle of $7^{\circ}55'29''$, 181.19' to the P.O.B.

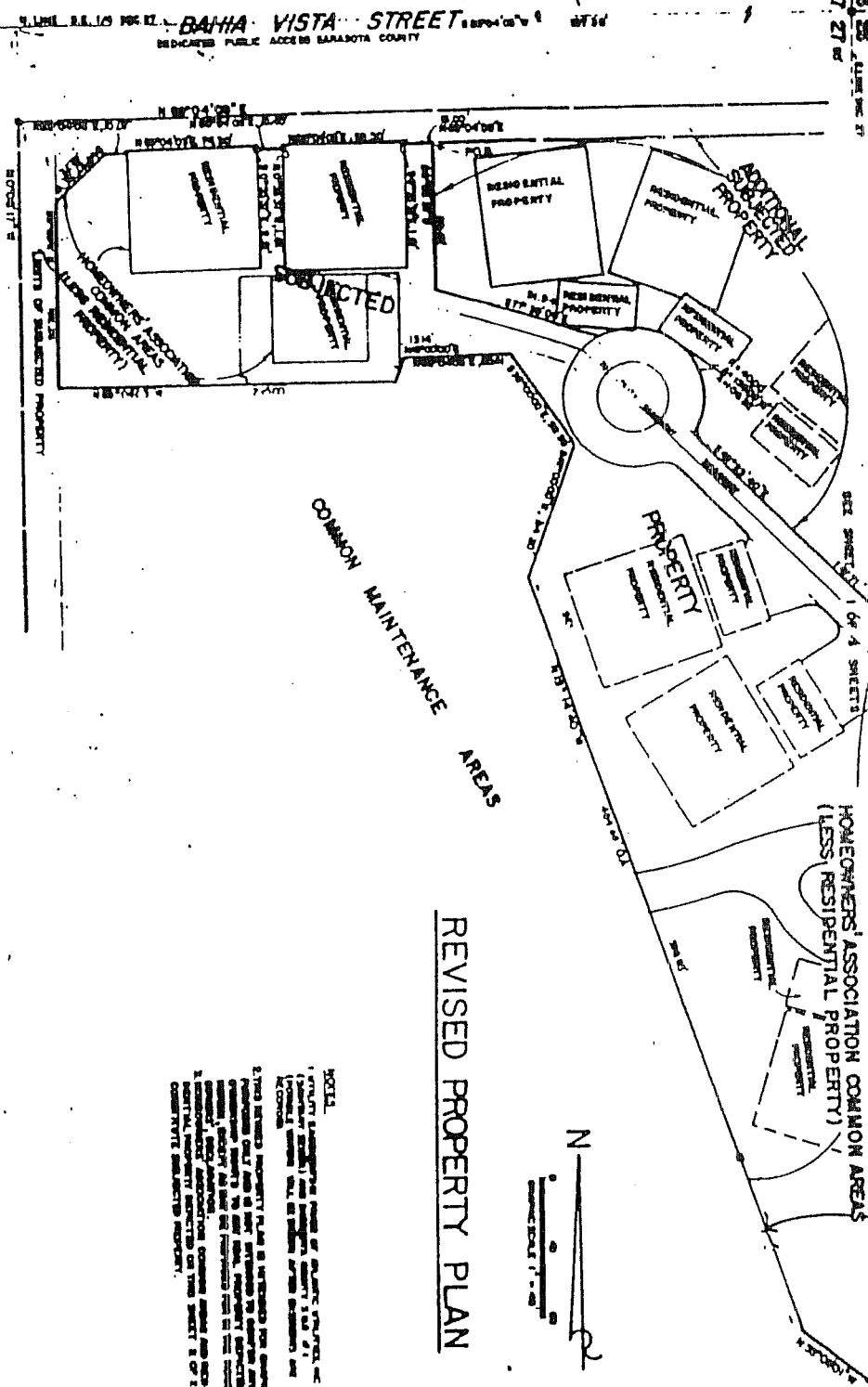
Containing 0.825 Acres [±]

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

SECS 26 & 27, TWP. 36 S., RGE. 18 E.

EXHIBIT B TO THE AMENDED DECLARATION OF PROTECTIVE CONVENANTS, CONDITIONS AND RESTRICTIONS FOR THE LAKES OF SARASOTA HOMEOWNERS PROPERTY

SARASOTA COUNTY, FLORIDA



REVISED PROPERTY PLAN

O.R. 1740 PG 1621

NOTES:
1. THIS PROPERTY PLAN IS A REVISION OF THE PREVIOUS EDITION.
2. THIS REVISION PROPERTY PLAN IS INTENDED FOR THE PURPOSE OF CORRECTING THE PREVIOUS EDITION'S MISTAKES AND OMISSIONS.
3. THIS REVISION PROPERTY PLAN IS INTENDED FOR THE PURPOSE OF CORRECTING THE PREVIOUS EDITION'S MISTAKES AND OMISSIONS.
4. THIS REVISION PROPERTY PLAN IS INTENDED FOR THE PURPOSE OF CORRECTING THE PREVIOUS EDITION'S MISTAKES AND OMISSIONS.
5. THIS REVISION PROPERTY PLAN IS INTENDED FOR THE PURPOSE OF CORRECTING THE PREVIOUS EDITION'S MISTAKES AND OMISSIONS.

BOOK 1740 PAGE 1621

EXHIBIT 3 TO THE AMENDED DECLARATION OF PROTECTED
COVENANTS, CONDITIONS AND RESTRICTIONS FOR
THE LAKES OF SARASOTA
HOMEOWNERS' PROPERTY

10-1-2019

1. UTILITY EXPENDITURES on power or electric, oil, fuel, etc. (See utility rates) and telephone (See rates) for 1964. COUNTY S.E.A. or (FEDERAL S.E.A.) WILL BE SUPPLIED BY DATE OF RECEIPT OF THE S.E.A. and the amount of the utility expenditures will be indicated on the S.E.A. and the amount of the utility expenditures will be indicated on the S.E.A.

HOMEOWNERS' ASSOCIATION COMMON AREAS (LESS RESIDENTIAL PROPERTY)

ADDITIONAL

PROPERTY

[illegible]

ATTACHED

PROPERTY
HOMESOWNERS ASSOCIATION COMPANY
NOTED
LESS FIDUCIARY

**ADDITIONAL
SUBMITTED
PROPERTY**

1000

4

...

11

O.R. 1740 PG 1622

COMMON BURNING

1917

504795

SUPPLEMENT TO GENERAL
COVENANTS, EASEMENTS AND RESTRICTIONS FOR
THE LAKES OF SARASOTA

O.R. 1785 PG 2039

This Supplement to General Covenants, Easements and Restrictions for The Lakes of Sarasota (hereinafter referred to as the "Supplement"), made this 6th day of June, 1985, by SUNDIAL GROUP, INC., a Florida corporation, its successors and assigns ("Developer").

WHEREAS, Developer recorded the General Covenants, Easements and Restrictions for The Lakes of Sarasota in Official Records Book 1641, Page 0600, of the Public Records Sarasota County, Florida (the "Maintenance Covenants");

WHEREAS, Developer "Committed" that portion of the real property to Maintenance Covenants, which was described therein as the "Committed Property" (as those terms are described and defined in the Maintenance Covenants);

WHEREAS, pursuant to Article II.A.3 of the Maintenance Covenants, Developer set forth the procedure where certain of the "Uncommitted Property" (as that term is defined therein) might be committed to the Maintenance Covenants;

WHEREAS, Developer wishes to Commit the real property described in Exhibit A hereto being known as the "Lakes Estates of Sarasota" to the Maintenance Covenants as Committed Property.

NOW, THEREFORE, in consideration of the premises and covenants herein contained, Developer hereby declares that the Lakes Estates of Sarasota shall be Committed Property and shall 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 Maintenance Covenants and set forth in this Supplement.

1. The words and phrases defined in the Maintenance Covenants shall have meanings set forth therein, except if the context hereof clearly indicates otherwise.

2. Developer hereby Commits the Lakes Estates of Sarasota to the Maintenance Covenants and the Lakes Estates of Sarasota shall be subject to all the terms thereof.

3. There is attached hereto as Exhibit A a legal description of the Lakes Estates of Sarasota.

4. This Supplement relates only to a portion of the "Uncommitted Property" and the Developer reserves the right to Commit that portion not being Committed herein, or not Commit same, at some time in the future.

IN WITNESS WHEREOF, this Supplement has been signed by Developer on the day and year first above set forth.

Signed, Sealed and
Delivered in the
Presence of:

SUNDIAL GROUP, INC.

John P. Byrne
John A. Hirsch

By: [Signature]
President
Attent: Robert E. Annunzio
Secretary

[CORPORATE SEAL]

Stewart & Tuttle

STATE OF FLORIDA)
COUNTY OF Pine Hills) ss.:

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to take acknowledgments, Alan W. Limbro and Robert E. Alnow Jr., the Exec. 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 that the execution thereof was their free act and deed as such officers 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 6th day of JUNE, 1985.

Deane E. Richards
Notary Public

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

(SEAL)



SARASOT4
6/5/85:lee
Rev2

O.R. 1785 PG 2040

SUBDIVISION NAME: THE LAKES ESTATESLEGAL DESCRIPTION:

A PARCEL OF LAND LYING IN SECTIONS 26 AND 27, TOWNSHIP 36 S, RANGE 18E, SARASOTA COUNTY, FLORIDA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

O.R. 1785 PG 2041

COMMENCE AT THE SW CORNER OF SAID SECTION 26 (SARASOTA COUNTY REFERENCE SHEET NO. 226); THENCE N 0 DEG. 15'06" E ALONG THE SECTION LINE 52.00' TO THE NORTH LINE OF A COUNTY DRAINAGE R/W (FORMER S.F.D.D. R/W NO. 61 PER C.O. BOOK 3 - PAGE 206+) FOR A P.O.B.; THENCE S 89 DEG. 39'30" W, ALONG SAID NORTHERLY R/W LINE 0.54'; THENCE CONTINUE ALONG SAID NORTHERLY R/W LINE S 89 DEG. 39'55" W, 373.51' TO A POINT ON THE EXISTING EASTERLY R/W LINE OF MCINTOSH ROAD (EXISTING 80' WIDE); THENCE N 0 DEG. 20'05" W, ALONG SAID R/W LINE 0.89' TO A P.C. OF A CURVE CONCAVE TO THE SOUTHWEST WHOSE RADIUS IS 602.96'; THENCE NORTHWESTERLY ALONG SAID R/W AND ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 29 DEG. 48'12", 313.64'; THENCE N 30 DEG. 08'17" W, ALONG SAID R/W LINE 143.06' TO A P.C. OF A CURVE CONCAVE TO THE NORTHEAST WHOSE RADIUS IS 542.96'; THENCE NORTHWESTERLY ALONG SAID R/W AND ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 30 DEG. 00'00", 284.29'; THENCE N 0 DEG. 08'17" W ALONG SAID R/W LINE 1381.68'; THENCE S 89 DEG. 51'43" W, LEAVING SAID R/W LINE 20.00' TO A POINT ON THE SOUTHERLY BOUNDARY LINE OF "THE LAKES OF SARASOTA CONDOMINIUM" AS RECORDED IN C.B. 21 PAGES 32-32H PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA; THENCE N 44 DEG. 51'43" E ALONG SAID BOUNDARY LINE, 56.57'; THENCE S 89 DEG. 51'43" W, 272.50' TO THE P.C. OF A CURVE CONCAVE TO THE SOUTHEAST WHOSE RADIUS IS 200.00'; THENCE NORTHEASTERLY ALONG ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 5 DEG. 01'11", 17.52'; THENCE S 0 DEG. 08'17" E, 140.35'; THENCE S 54 DEG. 39'57" E, 132.13'; THENCE S 19 DEG. 14'40" E, 48.97'; THENCE S 53 DEG. 06' 01" E, 565.37'; THENCE S 39 DEG. 19'49" E, 526.34'; THENCE S 35 DEG. 00'00" W, 75.00'; THENCE S55 DEG. 00'00" E, 515.00' TO A POINT ON THE WESTERLY R/W LINE OF A 52.00' WIDE COUNTY DRAINAGE R/W (FORMER S.F.D.D. R/W NO'S 59, 60 & 61 PER C.O. BOOK 3, PAGE 206+); THENCE S 40 DEG. 58'02" W, ALONG SAID R/W LINE 990.00' TO THE INTERSECTION WITH THE NORTHERLY R/W LINE OF THE AFORESAID 52.00' WIDE COUNTY DRAINAGE R/W (FORMER S.F.D.D. R/W NO. 61); THENCE S 89 DEG. 39'30" W ALONG SAID NORTHERLY R/W LINE 385.55' TO THE P.O.B.

CONTAINING 50.0563 ACRES MORE OR LESS..

I, TRACY R. CRIDER, PRESIDENT OF STEWART TITLE COMPANY OF SARASOTA, INC., hereby confirm that apparent title to the land described above and shown on THE LAKES ESTATES is in the name of SUNDIAL GROUP, INC., the organization, executing the offer of dedication appearing on the above identified plat. All mortgagees not satisfied or released of record are as follows:

Mortgage executed by OAK TRAILS JOINT VENTURE, a Florida general partnership in favor of FLORIDA FEDERAL SAVINGS AND LOAN ASSOCIATION, a corporation organized and existing under the UNITED STATES OF AMERICA, dated May 7, 1982 and recorded May 7, 1982 in Official Record Book 1509, Pages 1897 et seq., in the Public Records of Sarasota County, Florida. I also certify that all real property taxes are paid in full and current.

WITNESS my hand and official seal at Sarasota County, Florida, this 27 day of April, 1985.

SIGNATURE

Tracy R. Crider, President of
Stewart Title Company of
Sarasota, INC.

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 the real property which has been submitted herein to certain easements hereby consents to the Supplement to the General Covenants, Easements and Restrictions for the Lakes of Sarasota, recorded contemporaneously herewith in the Public Records of Sarasota County, Florida, under Clerk's File Number 504795. Said 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 10th day of June, 1985.

Signed, Sealed and Delivered
in the presence of:

FLORIDA FEDERAL SAVINGS AND
LOAN ASSOCIATION

By: Kathleen A. Reinagle
Its Assistant Vice President

[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 Kathleen A. Reinagle, the Asst. 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 10th day of June, 1985.

Joseph W. Quintad
Notary Public
My Commission Expires: _____
Notary Public, State of Florida at Large
My Comm. Expires 11/11/86
PUBLIC NOTICE: I AM NOT A MEMBER OF THE FLORIDA NOTARY ASSOCIATION

[SEAL]

FILED AND
RECORDED
NOTARY
SARASOTA COUNTY
FLORIDA

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Rev1

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SUPPLEMENT TO GENERAL
COVENANTS, EASEMENTS AND RESTRICTIONS FOR
THE LAKES OF SARASOTA

This Supplement to General Covenants, Easements and Restrictions for The Lakes of Sarasota (hereinafter referred to as the "Supplement"), made this 17 day of April, 1985, by SUNDIAL GROUP, INC., a Florida corporation, its successors and assigns ("Developer").

WHEREAS, Developer recorded the General Covenants, Easements and Restrictions for The Lakes of Sarasota in Official Records Book 1641, Page 600, of the Public Records of Sarasota County, Florida (the "Maintenance Covenants");

WHEREAS, Developer "Committed" that portion of the real property to Maintenance Covenants, which was described therein as the "Committed Property" (as those terms are described and defined in the Maintenance Covenants);

WHEREAS, pursuant to Article II.A.3 of the Maintenance Covenants, Developer set forth the procedure where certain of the "Uncommitted Property" might be committed to the Maintenance Covenants (as that term is defined therein);

WHEREAS, Developer wishes to Commit the real property described in Exhibit A hereto ("Supplemental Committed Property") to the Maintenance Covenants as Committed Property.

NOW, THEREFORE, in consideration of the premises and covenants herein contained, Developer hereby declares that the Supplemental Committed Property shall be Committed Property and shall 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 Maintenance Covenants and set forth in this Supplement.

1. The words and phrases defined in the Maintenance Covenants shall have meanings set forth therein, except if the context hereof clearly indicates otherwise.

2. Developer hereby Commits the Supplemental Committed Property to the Maintenance Covenants and the Supplemental Committed Property shall be subject to all the terms thereof.

3. There is attached hereto as Exhibit B a Revised Land Use Plan ("Revised Land Use Plan") which depicts the Supplemental Committed Property and which contains a legal description of the Supplemental Committed Property.

4. This Supplement relates only to a portion of the "Uncommitted Property" and the Developer reserves the right to Commit that portion not being Committed herein, or not Commit same, at some time in the future.

5. All the terms, conditions and provisions of the Maintenance Covenants shall be applicable to the Supplemental Committed Property.

This instrument was prepared by:
Steven Rosenberg
Sher, Tibbitts & Fay, P.A.
P.O. Box 9208
Fort Lauderdale, FL 33310-9208

O.R. 1805 PG 2501

IN WITNESS WHEREOF, this Supplement has been signed by Developer on the day and year first above set forth.

Signed, Sealed and
Delivered in the
Presence of:

SUNDIAL GROUP, INC.

R. C. Brown
Monique S. Warton

By:

Attest:

R. C. Brown
Robert C. Brown

[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 F. Easter and Robert C. Brown, Jr., the 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 that the execution thereof was their free act and deed as such officers 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 19 day of August, 1985.

Dennis E. Richardson
Notary Public

My Commission Expires Aug. 24, 1987

(SEAL)

SARASOT4/8/8/85/pas

EXHIBIT A

SUPPLEMENTAL COMMITTED PROPERTY

A PARCEL OF LAND LYING IN SECTION 26, TWP. 36 S., RGE. 18 E.,
SARASOTA COUNTY, FLORIDA, FURTHER DESCRIBED AS FOLLOWS:

COMMENCE AT THE NW CORNER OF SW $\frac{1}{4}$ OF SAID SECTION 26; THENCE
S 0° 15' 06" W ALONG THE WEST LINE OF SAID SW $\frac{1}{4}$ (WEST LINE OF
SECTION 26) FOR A DISTANCE OF 126.06' TO A POINT ON THE SW'LY
LINE OF A 100' DRAINAGE R/W FOR PHILLIPPI CREEK MAIN "A"; THENCE
S 51° 04' 23" E ALONG SAID SW'LY R/W LINE 261.96' FOR THE P.O.B.;
THENCE CONTINUE S 51° 04' 23" E ALONG SAID SW'LY LINE OF 100'
DRAINAGE R/W 265.49'; THENCE S 12° 12' 25" W, 277.11' TO A POINT
ON A CURVE CONCAVE TO THE SW; THENCE SOUTHEASTERLY ALONG ARC OF
SAID CURVE HAVING A RADIUS OF 537.00', THROUGH A CENTRAL ANGLE
OF 11° 19' 13", 106.10'; THENCE S 30° 45' 05" W, 237.23' TO A
POINT ON A CURVE CONCAVE TO THE SW; THENCE NORTHWESTERLY ALONG
ARC OF SAID CURVE HAVING A RADIUS OF 1310.00'; THROUGH A CENTRAL
ANGLE OF 8° 11' 39", 187.35'; THENCE N 30° 45' 05" E, 179.55' TO
A POINT ON A CURVE CONCAVE TO THE NE; THENCE NORTHWESTERLY ALONG
ARC OF SAID CURVE HAVING A RADIUS OF 300.00', THROUGH A CENTRAL
ANGLE OF 27° 09' 49", 142.23' TO A P.R.C. OF A CURVE CONCAVE TO
THE SW; THENCE NORTHWESTERLY ALONG SAID CURVE HAVING A RADIUS OF
329.01', THROUGH A CENTRAL ANGLE OF 38° 21' 04", 229.23'; THENCE
N 47° 50' 32" E, 279.60' TO THE P.O.B.

CONTAINING 3.018 ACRES, MORE OR LESS.

SUBJECT TO EASEMENTS OF RECORD.

JUL 22 1955

O.R. 1805 PG 2503

Prepared by and Return to:
 Charles D. Brecker, Esq.
 Sherr, Tiballi, Fayne & Schneider
 600 Corporate Drive, Suite 400
 Fort Lauderdale, Florida 33334

O.R. 1902 PA
 1487

AMENDMENT TO THE GENERAL COVENANTS, EASEMENTS AND
 RESTRICTIONS FOR THE LAKES OF SARASOTA

THIS AMENDMENT TO THE GENERAL COVENANTS, EASEMENTS AND RESTRICTIONS FOR THE LAKES OF SARASOTA ("Amendment"), made this 17th day of November, 1986, by SUNDIAL GROUP, INC., a Florida corporation (hereinafter called the "Developer"), joined in and consented to by THE LAKES OF SARASOTA MAINTENANCE ASSOCIATION, INC., a Florida corporation not for profit ("Maintenance Association").

W I T N E S S E T H

WHEREAS, the General Covenants, Easements and Restrictions for The Lakes of Sarasota, dated December 19, 1983, was recorded on December 20, 1983, in Official Records Book 1641, at Page 600, of the Public Records of Sarasota County, Florida (hereinafter called the "Maintenance Covenants"); and

WHEREAS, the Maintenance Covenants was supplemented by the recording of those certain "Supplements" to the General Covenants, Easements and Restrictions for The Lakes of Sarasota, which were recorded in Official Records Book 1740, at Page 1610, in Official Records Book 1785, at Page 2039 and in Official Records Book 1805, at Page 2501, all of the Public Records of Sarasota County, Florida (hereinafter collectively called the "Supplements"); and

WHEREAS, the Supplements had each been recorded so that the terms and conditions of the Maintenance Covenants would be spread to certain additional real property, which is thereafter encumbered by and subject to the Maintenance Covenants (hereinafter called "Committed Property").

WHEREAS, all references to the Maintenance Covenants in this Amendment, shall include terms and conditions of the Supplements, unless stated to the contrary; and

WHEREAS, Developer is the Developer of that certain property known as "The Lakes of Sarasota," which consists of the Committed Property and additional "Uncommitted Property," as such term is defined in the Maintenance Covenants.

WHEREAS, the Maintenance Association has been given the responsibility for maintenance and repair of the common areas contained within the Committed Property, as defined in subparagraph III.A. of the Maintenance Covenants, as amended, as "Common Maintenance Areas;" and

WHEREAS, "Members" (as defined in the Declaration) of the Maintenance Association have met and voted their approval of this Amendment, as more fully set forth in Exhibit "A" attached hereto; and

WHEREAS, The "Perimeter Road," is a portion of the "Lakes Estates Common Areas" under that certain "Third Amendment to the Declaration of Protective Covenants, Conditions and Restrictions for the Lakes Estates of Sarasota," which portion is hereinafter defined and designated in Exhibit "B" hereof; and

WHEREAS, "Trails Drive" is a portion of the "Homeowners' Association Common Areas, as more particularly described in that certain "Third Addendum to the Amended Declaration of Protective Covenants, Conditions and Restrictions for the Lakes of Sarasota Homeowners' Property," which portion is hereinafter defined and designated in Exhibit "B" hereof; and

WHEREAS, both the Perimeter Road and Trails Drive shall be hereinafter collectively called the "Loop Road;" and

WHEREAS, all easement and other use rights ("Easement and Use Rights") as to the Perimeter Road were dedicated to the Lakes Estates Association, Inc. ("Lakes Estates Association") under the plat of Lakes Estates, recorded in Plat Book 30, at Page 15, of the Public Records of Sarasota County, Florida; and

WHEREAS, Lakes Estates Association agrees to assign to the Maintenance Association all of its Easement and Use Rights as to the Perimeter Road; and

WHEREAS, Developer is the owner of Trails Drive, which is now being maintained by The Lakes of Sarasota Homeowners' Association ("Homeowners' Association"); and

WHEREAS, Developer agrees to convey title to the Maintenance Association as to Trails Drive, contemporaneous with the recording of this Amendment; and

WHEREAS, Perimeter Road shall then no longer be deemed part of the Lakes Estates Common Areas, but shall be part of the Common Maintenance Areas, administered by the Maintenance Association; and

WHEREAS, Trails Drive shall then no longer be deemed part of the Homeowners' Association Common Areas, but shall be part of the Common Maintenance Areas, administered by the Maintenance Association; and

WHEREAS, the Maintenance Association desires to accept the aforementioned conveyance from The Homeowners' Association and assignment from the Lakes Estates Association, to the Maintenance Association, with the Maintenance Association hereafter responsible for maintenance, repair and replacement, when necessary, of the Loop Road, with the expense thereof to be allocated as described in Paragraph 5 hereof; and

WHEREAS, assessment of the expenses in connection with the maintenance of the Loop Road shall be allocated in a manner separately from and different than the assessment of other expenses of the Common Maintenance Areas; and

WHEREAS, it is intended that the use rights and easement across the Loop Road shall benefit all parties described in subparagraph III.A.3 of the Maintenance Covenants, including, without limitation, all "Owners," as such term is defined in the Maintenance Covenants; and

WHEREAS, it is necessary to amend the Maintenance Covenants, as already amended, for purposes of accomplishing the foregoing;

NOW, THEREFORE, in consideration of the premises, covenants and provisions herein contained, Developer and the Maintenance Association hereby amend the Maintenance Covenants in the manner stated below, and the Committed Property 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 Maintenance Covenants, including all Supplements, and this Amendment, as follows:

1. The Recitals set forth above are true and correct.

2. Except as otherwise set forth herein, words and phrases used in this Amendment shall have the meanings as set forth in the Maintenance Covenants. It is the intent and purpose of this Amendment to amend the Maintenance Covenants, including the Supplements, only as provided herein. This Amendment shall be liberally construed and if there is any inconsistency between this Amendment and the Maintenance Covenants, as previously supplemented, the terms of this Amendment shall control.

3. Maintenance Association Members have met and voted their approval of this Amendment, as more fully described in Exhibit "A" attached hereto.

4. The Maintenance Association hereby agrees to accept the assignment of the Easement and Use Rights of the Lakes Estates Association as to the Perimeter Road and the conveyance and transfer of Trails Drive; and the Maintenance Association hereby assumes the obligation and responsibility for maintenance, repair and replacement, when necessary, of the Loop Road.

5. With respect to each of Trails Drive and Perimeter Road, the "Maintenance Expenses," as defined in the Maintenance Covenants, for the upkeep of the Loop Road shall be specially allocated, as follows:

A. Trails Drive:

(i) Fifty percent (50%) of the Trails Drive shall be borne by and shared equally by members of the Homeowners' Association; and

(ii) Fifty percent (50%) of the expense shall be borne by and shared equally by members of Timberlakes Homeowners Association of Sarasota, Inc., a Florida corporation not for profit, which shall be responsible for administering an adjoining Lakes of Sarasota

"Neighborhood," as defined in the Maintenance Covenants, consisting of forty-six (46) single family residences.

B. Perimeter Road:

(i) Fifty percent (50%) of the expense shall be borne by and shared equally by members of the Lakes Estates Association; and

(ii) Fifty percent (50%) of the expense shall be borne by and shared equally by members of a to-be-formed Florida corporation not for profit, which shall be responsible for administering an adjoining parcel of land upon which approximately ninety (90) single family houses are to be constructed, which shall be developed as an additional Lakes of Sarasota "Neighborhood," as such term is defined in the Maintenance Covenants.

C. Although the Trails Drive expenses and the Perimeter Road expenses shall be separately classified under any budget of the Maintenance Association, each Member's share of the Trails Drive expenses or Perimeter Road expenses described in this Paragraph 5 shall be deemed an addition to and part of the respective "Individual Unit Assessment," of the Member under the Maintenance Covenants.

D. Developer shall pay the expenses of the respective Neighborhood Associations described in Subparagraphs 5(A)(ii) and 5(B)(ii) unless and until a Supplement is recorded reflecting the addition of the respective Neighborhood as Committed Property, pursuant to the Maintenance Covenants.

6. Trails Drive shall no longer be deemed part of the Homeowners' Association Common Areas, but shall hereafter be part of the Common Maintenance Areas, as amended hereby, administered by the Maintenance Association; Perimeter Road shall no longer be deemed part of the Lakes Estates Common Areas, but shall hereafter be part of the Common Maintenance Areas, as amended hereby, administered by the Maintenance Association.

7. The use rights and a non-exclusive easement across the Loop Road shall benefit all parties described in subparagraph III.A.3 of the Maintenance Covenants, including, without limitation, all Owners.

8. The Loop Road shall hereafter be kept and maintained by the Maintenance Association in substantially the same condition and appearance as has been kept by the Homeowners' Association and the Lakes Estates Association, respectively.

9. The Declaration is hereby amended in accordance with the provisions of this Amendment. Except as amended hereby and as interpreted in the manner set forth in Paragraph 2 above, the Declaration, as amended, shall remain and continue in full force and effect and shall not otherwise be deemed modified, revoked or terminated in any manner.

10. The Maintenance Association has joined in and consented to this Amendment to indicate its approval and full acceptance of all of the terms and conditions stated herein.

IN WITNESS WHEREOF, this Amendment to the Maintenance Covenants has been signed by Developer, joined in and consented to by the Maintenance Association, on the day and year first above set forth.

Signed, Sealed and Delivered
in the Presence of:

SUNDIAL GROUP, INC., a
Florida corporation

Berndt. Engel

Darlene Bryant

By: Donald R. Feaster
Donald R. Feaster
Senior Vice
President
(Corporate Seal)

JOINED IN AND CONSENTED
TO BY: THE LAKES OF
SARASOTA MAINTENANCE
ASSOCIATION, INC., a
Florida corporation not
for profit

By: Donald R. Feaster
Donald R. Feaster
President
(Corporate Seal)

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, Donald R. Feaster, known to me to be the person described in and who executed the foregoing instrument as Senior Vice President of Sundial Group, Inc., a Florida corporation. He acknowledged before me that he executed the foregoing instrument as such officer in the name and on behalf of said corporation and that he also affixed thereto the official seal of the corporation.

WITNESS my hand and official seal in the state and county aforesaid this 17th day of November, 1986.

My Commission Expires:

Notary Public, State of Florida at Large
My Commission Expires April 29, 1990
Bonded thru Agent's Notary Brokerage

Monique Savic-Walton
Notary Public
State of Florida
(SEAL)

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, Donald R. Feaster, known to me to be the person described in and who executed the foregoing instrument as President of The Lakes of Sarasota Maintenance Association, Inc., a Florida corporation not for profit. He acknowledged before me that he executed the foregoing instrument as such Officer in the name and on behalf of said corporation and that he also affixed thereto the official seal of the corporation.

WITNESS my hand and official seal in the state and county aforesaid this 17th day of November, 1986.

Monique Savaris-Walton

Notary Public
State of Florida

My Commission Expires:

Notary Public; State of Florida at Large
My Commission Expires April 29, 1990
Bonded thru Agent's Notary Brokerage

(SEAL)

EXHIBIT "A"

CERTIFICATION
TO
THE AMENDMENT
TO THE GENERAL COVENANTS, EASEMENTS AND RESTRICTIONS
FOR THE LAKES OF SARASOTA ("DECLARATION")


O.R. 1902 PG 1493

As Officers and Governors for The Lakes of Sarasota Maintenance Association, a Florida corporation not for profit ("Maintenance Association"), we hereby certify that a meeting of all Maintenance Association Members was held on November 12, 1986 and on such date a vote was taken of all Members to approve the terms of the Amendment attached hereto and such Amendment was approved by not less than two-thirds of such Members.

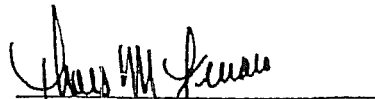
Although Article I.X.K. of the Declaration provides that until the "Maintenance Turnover Date (as defined in Article X.C of the Amended and Restated Articles of Incorporation of the Lakes Maintenance Association, Inc.), all amendments or modifications to the Declaration shall be made only by Developer without the requirement of the Maintenance Association's consent or the consent of the Owners and, despite the Turnover Date having not yet occurred, the Maintenance Association, as representative for itself and all of its Members, has joined in the execution of this Amendment, in compliance with the Declaration's post-Maintenance Turnover Date procedure set forth in Article I.X.K.2 of the Declaration.

Lakes of Sarasota Maintenance
Association, Inc., a Florida
corporation not for profit

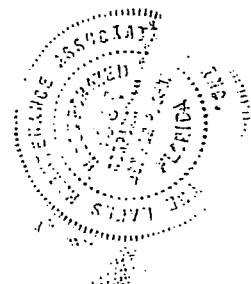
By:


Donald R. Feaster
President and Governor

By:


Thomas M. Ferraro
Vice President and
Governor

(Corporate Seal)



INGRESS AND EGRESS EASEMENT

A STRIP OF LAND BEING 26.0' WIDE FOR PURPOSES OF INGRESS AND EGRESS EASEMENT. SITUATE IN SECTION 27, TWP. 36 S., RGE. 18 E., SARASOTA COUNTY, FLORIDA, WHOSE CENTERLINE IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE N.E. CORNER OF THE SE $\frac{1}{4}$ OF SAID SECTION 27; THENCE S 89° 04' 03" W, ALONG THE NORTH LINE OF SAID SE $\frac{1}{4}$ OF SECTION 27 AND THE CENTERLINE OF BAHIA VISTA STREET, 597.35'; THENCE S 0° 08' 17" E, ALONG THE E'LY R/W FOR MCINTOSH ROAD (100' R/W), 355.28'; THENCE N 89° 51' 43" E, 295.00'; THENCE S 19° 14' 40" E, 151.22' FOR A P.O.B.; THENCE THROUGH THE LAKES OF SARASOTA CONDOMINIUM I, RECORDED IN C.B. 21 PGS. 32-32 H, THE LAKES OF SARASOTA CONDOMINIUM II, RECORDED IN C.B. 23 PGS. 40-40 E, AND THE LAKES OF SARASOTA CONDOMINIUM III, AS RECORDED IN C.B. 24 PGS. 46-46 E, PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA, THE FOLLOWING COURSES: NE'LY ALONG ARC OF A CURVE WHOSE RADIUS POINT IS LOCATED N 9° 10' 00" W, 203.90'; THENCE NE'LY ALONG CURVE THROUGH A CENTRAL ANGLE OF 11° 32' 31", 41.07' TO THE P.R.C. OF A CURVE CONCAVE TO THE S.W.; THENCE SE'LY ALONG ARC OF SAID CURVE HAVING A RADIUS OF 317.01' THROUGH A CENTRAL ANGLE OF 75° 59' 34", 420.46' TO THE P.R.C. OF A CURVE CONCAVE TO THE N.E.; THENCE SE'LY ALONG ARC OF SAID CURVE HAVING A RADIUS OF 312.00' THROUGH A CENTRAL ANGLE OF 39° 15' 19", 213.76' TO THE P.R.C. OF A CURVE CONCAVE TO THE S.W.; THENCE SE'LY ALONG ARC OF SAID CURVE HAVING A RADIUS OF 525.00' THROUGH A CENTRAL ANGLE OF 2° 00' 30", 18.40' TO A POINT OF TERMINATION WHICH LIES N 68° 47' 03" W, 643.84' FROM THE P.O.B. (POINT OF BEGINNING).

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

DESCRIPTION: THE LAKES ESTATES II (COTTONWOOD TRAIL)

A PARCEL OF LAND SITUATE IN SEC. 26&27, TWP. 36S., RGE. 18E., SARASOTA COUNTY, FLORIDA, BEING A 50.00' WIDE STRIP OF LAND FOR PURPOSES OF INGRESS & EGRESS, IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF LOT 1, THE LAKES ESTATES SUBDIVISION AS RECORDED IN PLAT BOOK 30 AT PAGES 15 THRU 15E OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA; THENCE N. 89° 51' 43" E. 50.00'; THENCE S. 0° 08' 17" E ALONG THE EASTERLY R/W OF COTTONWOOD TRAIL 1065.25'; THENCE S. 89° 51' 43" W. 50.00'; THENCE N. 0° 08' 17" W. 1065.25' TO THE P.O.B.

CONTAINING 1.223 ACRES OF LAND MORE OR LESS.

EXHIBIT "B"

DESCRIPTION: THE LAKES ESTATES (INGRESS/EGRESS EASEMENT)

A STRIP OF LAND FOR THE PURPOSES OF INGRESS AND EGRESS EASEMENT, SITUATE IN SEC. 27, TWP. 36S., RGE. 18E., SARASOTA COUNTY, FLORIDA, IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A CORNER OF LOT 1, THE LAKES ESTATES SUBDIVISION AS RECORDED IN PLAT BOOK 30 AT PAGE 15 OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA AT THE EASTERLY R/W LINE OF MCINTOSH ROAD (PUBLIC R/W); THENCE S. 45° 08' 17" E. 56.57'; THENCE N. 89° 51' 43" E. 290.00' TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE S.W. HAVING A RADIUS OF 283.68'; THENCE S.E.'LY ALONG SAID CURVE FOR AN ARC DISTANCE OF 173.97' THROUGH A CENTRAL ANGLE OF 35° 08' 17" TO THE POINT OF TANGENCY; THENCE S. 55° 00' 00" E. 1016.65'; THENCE S. 40° 58' 02" W. 50.27'; THENCE N. 55° 00' 00" W. 853.51' TO A POINT OF CURVATURE OF A CURVE CONCAVE TO THE S.W. HAVING A RADIUS OF 458.05'; THENCE N.W.'LY ALONG SAID CURVE FOR AN ARC DISTANCE OF 280.91' THROUGH A CENTRAL ANGLE OF 35° 08' 17" TO THE POINT OF TANGENCY; THENCE S. 89° 51' 43" W. 289.90'; THENCE S. 44° 56' 01" W. 56.64' TO THE SAID EASTERLY R/W LINE; THENCE N. 00° 08' 17" W. ALONG SAID EASTERLY R/W LINE 180.00' TO THE P.O.B..

CONTAINING 2.302 ACRES OF LAND MORE OR LESS.

FILED A.D. 1986
R.H. HACKNEY JR. CLERK
SARASOTA CO. FLA.

Nov 24 10 09 AM '86

O.R. 1902 Pg

1495

Record 158-10
Inst 37-10
297-10

785385

SECOND
AMENDMENT
TO
GENERAL COVENANTS, EASEMENTS
AND RESTRICTIONS
FOR
THE LAKES OF SARASOTA

This Instrument prepared by:
Richard C. Langford
of
Greene & Masty, P.A.
P.O. Box 3542
St. Petersburg, Florida 33731

THIS SECOND AMENDMENT TO GENERAL COVENANTS, EASEMENTS AND RESTRICTIONS FOR THE LAKES OF SARASOTA made this 5th day of August, 1987, by SUNDIAL GROUP, INC., a Florida corporation, ("Developer"), joined in by THE LAKES OF SARASOTA MAINTENANCE ASSOCIATION, INC., a Florida not for profit corporation ("Maintenance Association").

WITNESSETH:

WHEREAS, the General Covenants, Easements and Restrictions for The Lakes of Sarasota dated December 19, 1983, was recorded on December 20, 1983, in Official Records Book 1641, commencing at Page 0600, and amended on November 17, 1986, which was recorded on November 24, 1986, in Official Records Book 1902, at Page 1487, in the Public Records of Sarasota County, Florida (the "Covenants"); and

WHEREAS, it is necessary to amend the Covenants for purposes of clarification and modification; and

WHEREAS, Article K.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 Maintenance 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 Covenants in the following manner, and the Lakes 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. Addition to the Total Property. Exhibit A of the Covenants, a legal description of real property and referred to therein as the "Total Property", is amended by adding as additional real property that real property described in Exhibit 1 attached hereto. That subsequently hereto the "Total Property" shall include all the real property described in Exhibit A of the Covenants and Exhibit 1 of this Amendment to the Covenants.

O.R. 1985 Pg 2856

O.R. 1965 PG 2857

5. 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 of Sarasota Maintenance Association, Inc.

WITNESSES:

DEVELOPER:

SUNDIAL GROUP, INC.

Brenda A. Angell

By: Don R. Feaster
Its: Senior Vice President

Monique S. Walton

(CORPORATE SEAL)

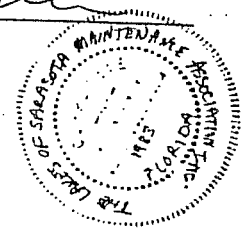
JOINED IN AND CONSENTED TO BY:
THE LAKES OF SARASOTA MAINTEN-
ANCE ASSOCIATION, INC.

Brenda A. Angell

By: Don R. Feaster
Its: President

Monique S. Walton

(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 5th day of August, 1987.

Brenda 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 &
Surety Brokerage

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, Donald R. Frazier, the President of THE LAKES OF SARASOTA MAINTENANCE 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 5th day of August, 1987.

Brenda 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 &
Surety Brokerage

O.R. 1965 Pg 2858

EXHIBIT "1"

O.R. 1965 Pg 2859

PARCEL 1:

A Parcel of land situate in the Southeast 1/4 of Section 26, Township 36 South, Range 18 East, Sarasota County, Florida more particularly described as follows:

Beginning at the Southwest corner of said Southeast 1/4; thence North 0 degrees 15'50" East, along the West line of said Southeast 1/4, 365.26 feet to the Southwesterly right of way line of PHILLIPPI CREEK MAIN "A" (S.F.D.D. drainage right of way) 100 feet wide as recorded in C.O. Book 3, Page 211 of Sarasota County, Florida; thence South 51 degrees 03'51" East along said Southwesterly right of way 577.55 feet to the South line of said Southeast 1/4; thence South 89 degrees 42'29" West along said South line, 450.94 feet to the Point of Beginning.

Containing 1.89 acres of land, more or less.

"40" REC _____
"41" DOC _____
"42" SUR _____
"43" INT _____
TOTAL _____

This Instrument prepared by and return to:
RICHARD C. LANGFORD
Attorney at Law
GREENE & MASTRY, P.A.
P. O. Box 3542
St. Petersburg, FL 33731

O.R. 1965 Pg 2860

SUPPLEMENT TO GENERAL
COVENANTS, EASEMENTS AND RESTRICTIONS FOR
THE LAKES OF SARASOTA

This Supplement to General Covenants, Easements and Restrictions for The Lakes of Sarasota (hereinafter referred to as the "Supplement"), made this 5th day of August, 1987, by Sundial Group, Inc., a Florida corporation, its successors and assigns ("Developer").

WHEREAS, the General Covenants, Easements and Restrictions for The Lakes of Sarasota, dated December 19, 1983, was recorded on December 20, 1983, in Official Records Book 1641, Page 0600, of the Public Records of Sarasota County, Florida (the "Maintenance Covenants"); and

WHEREAS, the Developer "committed" that portion of the real property to maintenance covenants, which was described therein as the "Committed Property" (as those terms are described and defined in the Maintenance Covenants);

WHEREAS, pursuant to Article II.A.3 of the Maintenance Covenants, Developer set forth the procedure where certain of the "Uncommitted Property" might be committed to the Maintenance Covenants (as that term is defined therein);

WHEREAS, Developer wishes to commit the real property described in Exhibit A hereto ("Supplemental Committed Property") to the Maintenance Covenants as Committed Property.

NOW, THEREFORE, in consideration of the premises and covenants herein contained, Developer hereby declares that the Supplemental Committed Property shall be Committed Property and shall 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 Maintenance Covenants and set forth in this Supplement.

1. The words and phrases defined in the Maintenance Covenants shall have meanings set forth therein, except if the context hereof clearly indicates otherwise.

2. Developer hereby commits the Supplemental Committed Property to the Maintenance Covenants and the Supplemental Committed Property shall be subject to all the terms thereof.

3. There is attached hereto as Exhibit A a legal description of the real property which is the Supplemental Committed Property.

4. All the terms, conditions and provisions of the Maintenance Covenants shall be applicable to the Supplemental Committed Property.

IN WITNESS WHEREOF, this Supplement has been signed by Developer on the day and year first above set forth.

Signed, sealed and delivered SUNDIAL GROUP, INC.
in the presence of:

Barbara O. Angell
Monique S. Walton

By:

DR. Leaster
Its Secretary

President

(CORPORATE SEAL)

O.R. 1965 Pg 2861

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.

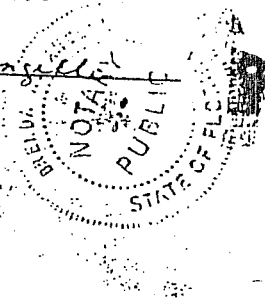
WITNESS my hand and official seal in the county and state last aforesaid this 1st day of August, 1987.

Bruno A. Angello
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



DESCRIPTION:

A PARCEL OF LAND SITUATE IN SECTION 26, TOWNSHIP 36 S, RANGE 18 E, SARASOTA COUNTY, FLORIDA MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT A FOUND CONCRETE MONUMENT AT THE N.W. CORNER OF THE S.W. 1/4 OF SECTION 26; THENCE S 0°15'06" W, 126.02' ALONG THE WEST LINE OF SAID SECTION 26 TO THE NORTHERLY LINE OF THE LAKES OF SARASOTA, CONDOMINIUM 2 AT THE SW'LY R/W LINE OF A 100' R/W FOR SARASOTA COUNTY PHILLIPPI CREEK MAIN "A"; THENCE S 51°04'23" E ALONG SAID NORTHERLY LINE OF THE LAKES OF SARASOTA, CONDOMINIUM 2 AS RECORDED IN C.B. 25, PG. 13, THE LAKES OF SARASOTA, CONDOMINIUM 3 AS RECORDED IN C.B. 24, PG. 46 AND TIMBERLAKES AS RECORDED IN P.B. 31, PG. 36 ALL OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA AND CONTINUATION OF 2005.63' TO ITS INTERSECTION WITH THE SE'LY R/W OF A 32' R/W FOR SARASOTA COUNTY PHILLIPPI CREEK LATERAL "A-A" FOR A R.O.B.; THENCE CONTINUE S 5°04'23" E ALONG SAID SW'LY DRAINAGE R/W LINE FOR MAIN "A", 1530.82' TO ITS INTERSECTION WITH THE EAST LINE OF THE SW 1/4 OF SAID SECTION 26; THENCE CONTINUE S 51°04'23" E, 572.25' TO ITS INTERSECTION WITH THE SOUTH LINE OF THE SE 1/4 SECTION 26; THENCE S 89°37'13" W ALONG SAID SOUTH LINE 446.31' TO SAID EAST LINE; THENCE CONTINUE S 89°39'30" W, 2351.95' TO ITS INTERSECTION WITH SAID SE'LY R/W LINE OF LATERAL "A-A"; THENCE N 40°58'02" E ALONG SAID SE'LY LINE 1772.53' TO THE P.O.B. CONTAINING 42.770 ACRES MORE OR LESS.

TOGETHER WITH THE INGRESS/EGRESS EASEMENTS RECORDED IN O.R. BOOK 1948 AT PAGE 0311 OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA.

1300
200

THIRD AMENDMENT TO
GENERAL COVENANTS, EASEMENTS
AND RESTRICTIONS
FOR
THE LAKES OF SARASOTA

902198

THIS THIRD AMENDMENT TO GENERAL COVENANTS, EASEMENTS AND RESTRICTIONS FOR THE LAKES OF SARASOTA made this 16th day of June, 1988, by SUNDIAL GROUP, INC., a Florida corporation, ("Developer"), joined in by the LAKES OF SARASOTA MAINTENANCE ASSOCIATION, INC., a Florida not-for-profit corporation, ("Maintenance Association").

WITNESSETH:

WHEREAS, the General Covenants, Easements and Restrictions for The Lakes of Sarasota dated December 19, 1983, was recorded on December 20, 1983, in Official Records Book 1641, commencing at Page 0600; amended on November 17, 1986, which was recorded on November 24, 1986, in Official Records Book 1902, at Page 1487; and amended on August 5, 1987, which was recorded on August 5, 1987, in O. R. 1965, beginning at page 2856, in the Public Records of Sarasota County, Florida, (the "Covenants"); and

WHEREAS, it is necessary to amend the Covenants for purposes of clarification and modification; and

WHEREAS, Article K.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 Maintenance 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 Covenants in the following manner, and the Lakes of Sarasota shall thereafter 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. Amendment to ARTICLE VII, Maintenance Expenses; Certain Assessment Classifications, C. Insurance, 2. Sub-paragraph 2, of Section C, Insurance, of ARTICLE VIII, shall be amended by deleting said paragraph as it now exists and substituting a new sub-paragraph 2 therein to read as follows:

2. A comprehensive policy of public liability insurance, and, if appropriate, owners, landlord and tenant policies naming The Lakes of Sarasota Maintenance Association, and, until the Turover Date, Declarant, as named insured thereof insuring against any and all claims or demands made by any person or persons whomsoever for injuries received in connection with, or arising from, the operation, maintenance and use of the Common Area and any improvements and buildings located thereon, and for any other risks insured against by such policies with limits in an amount as determined from time to time by the Board, for damages incurred or claimed for any one occurrence, with no separate limits stated for the number of claims. Such coverage shall include as appropriate, without limitation, protection against water damage, liability, liability for non-owned and hired automobiles, liability for property of others, host liquor liability, libel and slander liability, and such other risks as are customarily covered with respect to areas similar to the Common Area in developments similar to The Lakes of Sarasota in construction, location and use.

5. 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 of Sarasota Maintenance Association, Inc.

WITNESSES:

DEVELOPER:

SUNDIAL GROUP, INC.

Darlene Bryant

By:

R. Leaster
Its: Senior Vice President

Monique S. Warner

(CORPORATE SEAL)

JOINED IN AND CONSENTED TO BY:
THE LAKES OF SARASOTA MAINTENANCE
ASSOCIATION, INC.

Darlene Bryant

By:

R. Leaster
Its: President

Monique S. Warner

(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, 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 a 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 state and county last aforesaid this 16 day of June, 1988.

Monique Savie-Walker
Notary Public

My commission expires April 29, 1990
Notary Public, State of Florida at Large
Bonded thru Agent's Notary Brokerage

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, DON R. FEASTER, the Senior Vice President of THE LAKES OF SARASOTA MAINTENANCE 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 state and county last aforesaid this 16 day of June, 1988.

Monique Savie-Walker
Notary Public

My commission expires:

Notary Public, State of Florida at Large
My Commission Expires April 29, 1990
Bonded thru Agent's Notary Brokerage

O.R. 2041 PG 2864

RECORDED IN OFFICIAL
RECORDS
JUN 23 1 44 PM '88
CLERK OF CIRCUIT COURT
SARASOTA COUNTY, FL.

This Instrument prepared by: & Return to:
RICHARD C. LANGFORD
of
GREENE & MASTRY, P.A. ✓
P.O. Box 3542
St. Petersburg, Florida 33731