



2013158839

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KAREN E. RUSHING
CLERK OF THE CIRCUIT COURT
SARASOTA COUNTY, FLORIDA
TCELMER Receipt#1687383

J THIS INSTRUMENT PREPARED BY (RETURN TO):
Kevin L. Edwards, Esq.
BECKER & POLIAKOFF, P.A.
6230 University Parkway, Suite 204
Sarasota, FL 34240

NOTICE OF PRESERVATION OF USE RESTRICTIONS UNDER MARKETABLE RECORD TITLE ACT

Pursuant to Chapter 712, Florida Statutes, the undersigned Claimant files this Notice and in support thereof states:

1. The name and address of the entity filing this Notice is **THE LAKES OF SARASOTA MAINTENANCE ASSOCIATION, INC.** (the "Association"), a Florida corporation, not-for-profit, c/o Board of Directors, Argus Property Management, Inc., 2477 Stickney Point Road, Suite 118A, Sarasota, Florida 34232, the Articles of Incorporation of which were originally filed in the office of the Secretary of State on September 21, 1983, the Association having been organized for the purpose of operating and administering the community known as **The Lakes of Sarasota**, pursuant to the following governing documents, as recorded in the Sarasota County Official Records:

- The original General Covenants, Easements and Restrictions for The Lakes of Sarasota, which was recorded on December 20, 1983, at O.R. Book 1641, Page 0600 of the Sarasota County Official Records, and as later amended;
- Supplement to General Covenants, Easements and Restrictions for The Lakes of Sarasota, which was recorded on December 27, 1984, at O.R. Book 740, Page 1610 of the Sarasota County Official Records, and as later amended;
- Supplement to General Covenants, Easements and Restrictions for The Lakes of Sarasota, which was recorded on June 10, 1985, at O.R. Book 1785, Page 2039 of the Sarasota County Official Records, and as later amended;
- Supplement to General Covenants, Easements and Restrictions for The Lakes of Sarasota, which was recorded on September 19, 1985, at O.R. Book 1805, Page 2501 of the Sarasota County Official Records, and as later amended;
- Amendment to General Covenants, Easements and Restrictions for The Lakes of Sarasota, which was recorded on November 24, 1986, at O.R. Book 1902, Page 1487 of the Sarasota County Official Records, and as later amended;
- Second Amendment to General Covenants, Easements and Restrictions for The Lakes of Sarasota, which was recorded on August 5, 1982, at O.R. Book 1965, Page 2856 of the Sarasota County Official Records; and as later amended;
- Supplement to General Covenants, Easements and Restrictions for The Lakes of Sarasota, which was recorded on August 5, 1987, at O.R. Book 1965, Page 2860, of the Sarasota County Official Records; and as later amended;
- Third Amendment to General Covenants, Easements and Restrictions for The Lakes of Sarasota, which was recorded on June 23, 1988, at O.R. Book 2041, Page 2862, of the Sarasota County Official records.

2. The Association has sent a Statement of Marketable Title Action in the form set forth in Section 712.06(1)(b), Florida Statutes, to all members of the Association and attaches as Exhibit "A" hereto an Affidavit executed by a member of the Board of Directors

of the Association affirming that the Board of Directors caused the Statement of Marketable Title Action to be mailed to all members of the Association.

3. The lands affected by this Notice are depicted and legally described as follows:

See Exhibit B attached hereto and made a part hereof the original Governing Documents of the Association, and all amendments thereto.

4. The real property interest claimed under this Notice is the right to preserve those certain use restrictions, covenants, and agreements set forth in the respective Restrictions, Covenants, Regulations and Rules (see Paragraph 1 above for specific recording information for each set of Restrictions) and as have been amended and may be further amended in accordance with the terms, provisions and conditions thereof.

Dated this 4 day of November, 2013

**THE LAKES OF SARASOTA MAINTENANCE
ASSOCIATION, INC.**

[Signature]
Witness Signature

BY: [Signature]
President

Mawleen Schoering
Printed Name

[Signature]
Witness Signature

ATTEST: [Signature]
Secretary

Sarah Love Aiken
Printed Name

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 4 day of November, 2013, by Jeff Wigand, as President and Richard Penney, as Secretary of THE LAKES OF SARASOTA MAINTENANCE ASSOCIATION, INC., a Florida corporation, on behalf of the corporation. They are personally known to me or have produced _____ as identification. If no type of identification is indicated, the above-named persons are personally known to me.

[Signature]
Notary Public
Printed Name _____
State of Florida

My Commission Expires:

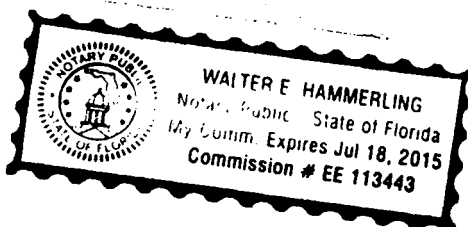


EXHIBIT "A"
AFFIDAVIT OF MAILING OR HAND DELIVERING OF
STATEMENT OF MARKETABLE TITLE ACTION
TO LOT OWNERS

STATE OF FLORIDA
COUNTY OF SARASOTA

BEFORE ME, personally appeared Jeff Wiegand, who after being duly sworn, deposes and says that the Statement of Marketable Title Action approved at the special meeting of the Board of Directors of The Lakes of Sarasota Maintenance Association, Inc., Inc. for preservation of use restrictions under Marketable Record Title Act held November 20, 2012, at 7:00 P.M. at 1255 Cottonwood Rd Sarasota, FL was mailed or hand delivered in accordance with the Bylaws and applicable law. The notice was mailed or hand delivered to each lot owner at the address last furnished to the Association, as such address appears on the books of the Association, on November 4, 2013

**THE LAKES OF SARASOTA MAINTENANCE
ASSOCIATION, INC.**

By: _____

The foregoing instrument was acknowledged before me this 4 day of November, 2013, by Jeff Wiegand as President of The Lakes of Sarasota Maintenance Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation. He/she is personally known to me, or has produced _____ as identification and did take an oath. If no type of identification is indicated, the above-named person is personally known to me.

(Signature)

(Print Name)

Notary Public, State of Florida at Large

ACTIVE: 4000286_1

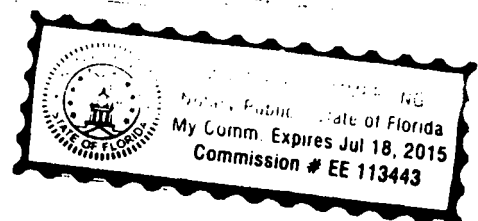


EXHIBIT B

GENERAL COVENANTS, EASEMENTS AND RESTRICTIONS
FOR
THE LAKES OF SARASOTA

342635

THESE GENERAL COVENANTS, EASEMENTS AND RESTRICTIONS FOR THE LAKES OF SARASOTA (herein referred to as the "Maintenance Covenants") are made this 19 day of Dec, 1983 by SUNDIAL GROUP, INC., a Florida corporation, its successors and assigns ("Developer").

WHEREAS, the Developer is the owner in fee simple of the real property more particularly described on Exhibit A (the "Total Property") attached hereto and made a part hereof.

WHEREAS, Developer intends to develop portions of the Total Property once such portions are committed to land use hereunder, as part of the multistaged planned community to be known as "The Lakes of Sarasota"; and

WHEREAS, the Developer desires to provide for the preservation of the values, amenities and uniform plan of development of The Lakes of Sarasota as such are hereby or as may be hereafter established; and

WHEREAS, the Developer desires to "Commit" to these "Maintenance Covenants" the portions of the Total Property described on Exhibit B (the "Committed Property") attached hereto and made a part hereof and to provide a method whereby the other portions of the Total Property may become "Committed Property" upon the recording of a "Supplement"; and

WHEREAS, the Developer has caused The Lakes of Sarasota Maintenance Association, Inc., formerly known as The Lakes Maintenance Association, Inc., a Florida corporation not-for-profit, to be formed, which "Maintenance Association" has joined in these Maintenance Covenants and to which there has been and will be delegated and assigned certain powers and duties of ownership, operation, administration, maintenance and repair of portions of the Committed Property; the enforcement of the covenants and restrictions contained herein; and the collection and disbursement of the "Maintenance Expenses", all as more specifically set forth herein.

NOW, THEREFORE, in consideration of the premises and covenants herein contained, the Developer hereby declares that such portions of the Total Property as are now or hereafter become Committed Property shall be owned, held, used, transferred, sold, conveyed, encumbered, demised and occupied subject to the covenants, conditions, restrictions, easements, reservations, regulations, burdens and liens and other provisions of these Maintenance Covenants.

ARTICLE I

DEFINITIONS

The following words and phrases when used in these Maintenance Covenants (unless the context clearly reflects another meaning) shall have the following meanings:

1. "Assessments" means the "Individual Expense Assessments," "Individual Unit Assessments," "Special Assessments" and "Total Association Assessments" and any and all other Assessments which are levied by the Maintenance Association in accordance with the provisions of these

THIS INSTRUMENT WAS PREPARED BY:

RECORDED AT 7:11 AM J. SHERR
SCHLESER & SHERR, P.A.
ATTORNEYS AT LAW
3015 N. OCEAN BLVD., SUITE 111
P.O. DRAWER 11637
FORT LAUDERDALE, FL 33339-1697

O.R. 41 PB 0600

*The Lakes
1255 N. 1st St. Rd
-12*

O.R. 1641 P8 0601

Maintenance Covenants, a Supplement or any other of "The Lakes of Sarasota Documents".

2. "Committed Property" means: (i) the portions of the Total Property described on Exhibit B; and (ii) that portion of the "Uncommitted Property" if any, which may hereafter become Committed Property in accordance with the provisions of Subparagraph II.A.3.

3. "Common Maintenance Areas" means those portions of the Committed Property more particularly described in Subparagraph III.A.

4. "Contributing Unit(s)" means those Dwelling Units or Lots more particularly described in Paragraph VII.B.

5. "Developer" means Sundial Group, Inc., a Florida corporation, its corporate successors, grantees, and assigns. Notwithstanding the foregoing, an "Owner" (as hereinafter defined) shall not, solely by the purchase of a "Dwelling Unit(s)" or "Lot(s)" (as hereinafter defined) be deemed a successor, grantee or assign of the Developer or the rights of the Developer under these Maintenance Covenants or any other of The Lakes of Sarasota Documents unless such purchaser is specifically so designated as a successor, grantee or assign of such rights in the respective instrument of conveyance or any other instrument executed by the Developer.

6. "Dwelling Unit" means any residential dwelling unit intended as an abode for one family constructed on the Committed Property including, without limitation, an attached or detached single-family home, an attached townhouse dwelling, an attached duplex or other multiplex dwelling, or any apartment-type unit contained in any multi-unit residential building and whether any of the foregoing are subject to fee simple, cooperative, condominium, rental or other forms of ownership and possession.

7. "Dwelling Unit Owner" means the owner(s) of the fee simple title to a Dwelling Unit and includes the Developer for so long as it is the owner of the fee simple title to a Dwelling Unit.

8. "Governors" or "Board" means the Board of Governors of the Maintenance Association.

9. "Homeowners' Association" means The Lakes of Sarasota Homeowners' Association, Inc., a Florida corporation not-for-profit, responsible for certain duties and obligations pursuant to the Homeowners' Declaration. The Homeowners' Association is not a Neighborhood Association.

10. "Homeowners' Declaration" means the instrument to be recorded in the Public Records of Sarasota County, Florida, entitled "Amended Declaration of Protective Covenants, Conditions and Restrictions for The Lakes of Sarasota Homeowners' Property," which instrument shall subject those portions of the Subjected Property described therein to its terms and conditions.

11. "Individual Expense Assessment" means the Assessment more particularly described in Paragraph VII.E hereof.

12. "Individual Unit Assessment" means the Assessment more particularly described in subparagraph VII.A.1 hereof.

O.R. 1841 PG 0602

13. "Individual Unit Lot" means a Lot which is not a Multifamily Lot, on which only one Dwelling Unit is or may be constructed.

14. "Institutional Mortgagee" shall mean and refer to any lending institution owning a first mortgage covering a Lot or Dwelling Unit including any of the following institutions:

(a) Any Federal or state savings and loan or a building and loan association, or commercial bank or bank or real estate investment trust, or mortgage banking company or any subsidiary thereof; or

(b) Any "secondary mortgage market institution" including the Federal National Mortgage Association, Government National Mortgage Association, Federal Home Loan Mortgage Maintenance Association and such other secondary mortgage market institution as the Board shall hereafter approve in writing which has acquired a first mortgage upon a Lot or Dwelling Unit; or

(c) Any pension or profit-sharing funds qualified under the Internal Revenue Code; or

(d) Any and all investing or lending institutions, or the successors and assigns of such lenders ("Lenders") which have loaned money to the Developer and which hold a mortgage upon any portion of the Committed Property securing such loans; or

(e) Such other institutional lenders as the Board shall hereafter approve in writing as an Institutional Mortgagee which have acquired a mortgage upon a Lot or Dwelling Unit; or

(f) The Developer, if the Developer holds a mortgage on any portion of the Committed Property and the transferee of any mortgage encumbering the Committed Property which was originally held by the Developer; or

(g) Any life insurance company.

15. "The Lakes of Sarasota" means the multistaged, planned community known as "The Lakes of Sarasota" planned for development upon portions of the Total Property and includes the Committed Property and such portions of the Uncommitted Property, if any, which subsequently become Committed Property by the recording of a Supplement.

16. "The Lakes of Sarasota Documents" means, in the aggregate, these Maintenance Covenants, any Supplement, the Maintenance Articles and the Maintenance By-Laws and all of the instruments and documents referred to therein or referred to herein including, but not limited to, amendments to any of the foregoing, as applicable.

17. "Land Use Plan" means the Land Use Plan attached hereto as Exhibit E and made a part hereof.

18. "Lot" means a portion of the Committed Property upon which a Dwelling Unit(s) is permitted to be erected.

19. "Lot Owner" means the owner(s) of the fee simple title to a Lot and includes the Developer for so long as it is the owner of the fee simple title to a Lot.

20. "Maintenance Articles" means the Amended and Restated Articles of Incorporation of the Maintenance

Association, a copy of which is attached hereto and made a part hereof as Exhibit C.

21. "Maintenance Association" means The Lakes of Sarasota Maintenance Association, Inc., a Florida corporation not-for-profit, formerly known as The Lakes Maintenance Association, Inc.

22. "Maintenance By-Laws" means the By-Laws of the Maintenance Association, a copy of which is attached hereto and made a part hereof as Exhibit D.

23. "Maintenance Covenants" means this instrument and any and all Supplements and amendments hereto.

24. "Maintenance Expenses" means the expenses for which Owners are liable to the Maintenance Association as described in these Maintenance Covenants and any other of The Lakes of Sarasota Documents and includes, but is not limited to, the cost and expenses incurred by the Maintenance Association in administering, operating, reconstructing, maintaining, financing, repairing, replacing or improving the Common Maintenance Areas or any portion thereof and improvements thereon and all costs and expenses incurred by the Maintenance Association in carrying out its powers and duties hereunder or under any other of The Lakes of Sarasota Documents, the cost of any "Reserves" (as hereinafter defined) and any other expenses designated to be Maintenance Expenses by the Board.

25. "Maintenance Turnover Date" shall mean the date defined in Article X.C of the Maintenance Articles.

26. "Member" means the Members of the Maintenance Association, which are the Developer and Owners, collectively.

27. "Multifamily Lot" means a Lot other than an Individual Unit Lot, on which two (2) or more Dwelling Units may be constructed.

28. "Neighborhood" means any portion of the Committed Property administered by a Neighborhood Association. The expense of operating and maintaining the Neighborhoods shall be the obligation of the Neighborhood Association Members.

29. "Neighborhood Association(s)" means a Florida corporation not-for-profit: (i) responsible for administering one or more condominiums which may be created in The Lakes of Sarasota; or (ii) responsible for operating non-condominium Dwelling Units and/or Lots, the owners of which are members of the Neighborhood Association.

30. "Neighborhood Declaration" means: (i) the Declaration of Condominium by which a particular condominium in The The Lakes of Sarasota is submitted to the condominium form of ownership and all amendments thereto; and (ii) a land use document recorded amongst the Public Records of the County and all amendments thereto which establishes the manner of administration and maintenance of non-condominium Dwelling Units and/or Lots within the Committed Property and in which the Owners are members of a Neighborhood Association and whereby certain covenants and use restrictions have been impressed upon portions of the Committed Property.

31. "Owners" means all Dwelling Unit Owners and all Lot Owners, collectively.

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32. "Representative" means the individual more particularly described in Paragraph V.A hereof.

33. "Special Assessment" means the Assessment more particularly described in Article VII.D hereof.

34. "Supplement" means a document and the exhibits thereto which, when recorded amongst the Public Records of Sarasota County, Florida (the "County") with respect to a portion of the Uncommitted Property, shall commit such property to the provisions of these Maintenance Covenants.

35. "Total Association Assessment" means the assessment more particularly described in Paragraph VI.B hereof.

36. "Total Property" means the real property described on Exhibit A.

37. "Uncommitted Property" means the portions of the Total Property other than the Committed Property.

38. "Undeveloped Multifamily Lot" or "Undeveloped Individual Unit Lot" means a Lot on which no Dwelling Unit has been issued a final certificate of occupancy by the appropriate governmental authority.

ARTICLE II

PLAN FOR DEVELOPMENT OF THE LAKES OF SARASOTA

A. Committed and Uncommitted Property

1. The Developer intends to develop or cause to be developed upon all or a portion of the Total Property a multistaged, planned community to be known as The Lakes of Sarasota.

2. Land areas within the Total Property shall be designated as either of the following:

(a) Committed Property: the Committed Property is subject to and Committed to the provisions of these Maintenance Covenants.

(b) Uncommitted Property: Uncommitted Property may in Developer's sole discretion, become Committed Property in the manner described in subparagraph A.3 of this Article II.

3. The Developer, in its sole discretion, may from time to time determine to commit all or any portion of the Uncommitted Property to the provisions of these Maintenance Covenants. Each commitment of Uncommitted Property to these Maintenance Covenants shall be made by a recitation to that effect in a Supplement. Such Supplement need be executed only by the Developer alone and does not require the execution or consent of the Maintenance Association, the Neighborhood Associations or the Owners. The Supplement shall describe the portion(s) of the Uncommitted Property which is being committed to these Maintenance Covenants and made subject to the terms hereof, and shall contain such other terms and provisions as the Developer deems proper. If the Supplement recorded by the Developer relates to only a portion of the Uncommitted Property, and if the Developer thereafter determines to commit other portions of the Uncommitted Property to these Maintenance Covenants, the Developer shall record a Supplement in the aforespecified form for each such

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additional portion of the Uncommitted Property to be committed. Upon the recordation of a Supplement, the Uncommitted Property described therein shall be committed to the terms and conditions contained in these Maintenance Covenants and shall be Committed Property as fully as though originally designated herein as Committed Property.

4. Should the Developer, in its sole discretion, determine, at any time, that all or any part of the Uncommitted Property shall not become part of the Committed Property, the Developer may, by its act alone, record a statement to that effect in the Public Records of the County containing a legal description of such property, in which event the property described therein shall never be a part of the Committed Property and shall not be affected by any of the provisions of these Maintenance Covenants whatsoever and may be developed or used for any purpose.

5. NOTWITHSTANDING ANYTHING CONTAINED HEREIN, ONLY THE COMMITTED PROPERTY SHALL BE SUBJECT TO THE PROVISIONS OF THESE MAINTENANCE COVENANTS UNTIL UNCOMMITTED PROPERTY IS COMMITTED HERETO BY THE RECORDATION OF A SUPPLEMENT FOR SUCH UNCOMMITTED PROPERTY OR ANY PORTION THEREOF AS SET FORTH ABOVE. SUCH UNCOMMITTED PROPERTY SHALL NOT BE SUBJECT TO PROVISIONS OF THESE MAINTENANCE COVENANTS OR OTHER LAKE OF SARASOTA DOCUMENTS. THE DEVELOPER DOES NOT OWN ALL OF THE TOTAL PROPERTY.

B. Uses of Committed Property

All portions of the Committed Property shall be subject to the use limitations, restrictions and other provisions, if any, imposed thereon as may be set forth in these Maintenance Covenants, a Supplement or any other of The Lakes of Sarasota Documents as same are applicable to the property. In addition, the provisions of these Maintenance Covenants, a Supplement, or any other of The Lakes of Sarasota Documents may restrict specified portions of the Committed Property to specified uses, including, but not limited to, residential property and Common Maintenance Areas, and further restrict specified portions of the Common Maintenance Areas to one or more specified uses including, but not limited to, "Recreation Areas," "Grounds," and "Lakes," "Drainage Areas" and "Entryways" and "Jogging Paths", as such terms are hereinafter defined.

C. The Homeowners' Declaration and Neighborhood Declarations

Developer shall cause certain portions of the Committed Property to be subject to the additional provisions, conditions, burdens, rights and obligations of the Homeowners' Declaration and Neighborhood Declarations as part of its plan of land use for The Lakes of Sarasota. The Maintenance Covenants provides for the maintenance and use of certain common property by a particular Neighborhood or Neighborhoods as more particularly set forth therein. Neighborhood Declarations shall provide the method of operating and administering Dwelling Units and all Lots and common facilities comprising a particular Neighborhood as more particularly set forth therein. The Maintenance Association shall carry out certain functions providing for the operation and use of the common property thereunder. The Maintenance Association is not a Neighborhood Association nor are the Common Maintenance Areas subject thereto in a Neighborhood. The Neighborhood Declarations shall provide for a Neighborhood Association to carry out certain administrative and maintenance responsibilities regarding the Neighborhoods.

ARTICLE III

COMMON MAINTENANCE AREAS AND RESTRICTIONS

In consideration of the benefits hereinafter contained and the payment of the Maintenance Expenses, the Developer does hereby declare that the following provisions shall be applicable to the Committed Property which shall be transferred, demised, sold, conveyed and occupied subject to the terms of these Maintenance Covenants as follows:

A. Common Maintenance Areas:

1. The Common Maintenance Areas are those parcels designated as Common Maintenance Areas on the Land Use Plan; any other parcels or portions thereof specified as Common Maintenance Areas in these Maintenance Covenants, a Supplement or other area designated by Developer; and all easements conveyed or dedicated to the Maintenance Association and all use rights appurtenant thereto as indicated on the Land Use Plan, these Maintenance Covenants, a Supplement, any other Plat or any other of The Lakes of Sarasota Documents as same are applicable to the property.

2. The administration, management, operation and maintenance of the Common Maintenance Areas shall be the responsibility of the Maintenance Association as provided in these Maintenance Covenants, a Supplement or any other of The Lakes of Sarasota Documents, by the Developer.

3. The Developer declares that the Common Maintenance Areas are subject to a perpetual nonexclusive easement in favor of the Developer, the Maintenance Association, the Homeowner Association, the Neighborhood Associations, and the Owners and their family members, guests, invitees and lessees to use the Common Maintenance Areas for all proper and normal purposes including, but not limited to, ingress, egress and access for the furnishing of services and for such use of the facilities as for which the same are reasonably intended in accordance with the terms of these Maintenance Covenants, a Supplement or any other of The Lakes of Sarasota Documents.

4. Notwithstanding the foregoing, Developer and its nominees shall have the right, in their sole discretion, to alter the boundaries of the Common Maintenance Areas and construct, develop or modify the Common Maintenance Areas and any improvements, easements and use rights thereon or appurtenant thereto in a manner determined appropriate by the Developer for the best interest of The Lakes of Sarasota without the consent of the Maintenance Association, the Homeowner Association, the Neighborhood Associations or the Owners for so long as Developer shall own any portion of the Total Property. The Developer shall also have the right at any time as long as the Developer owns any portion of the Total Property to designate additional Common Maintenance Areas. Such rights shall be exercised by an amendment to these Maintenance Covenants or a Supplement which need be executed by Developer alone.

5. The Common Maintenance Areas shall be kept, maintained and used as herein set forth, and as described below:

(a) "Recreation Areas" means those portions of the Committed Property designated for use as a "Recreation Area(s)" on the Land Use Plan in these Maintenance Covenants, a Supplement or otherwise by Developer. Recreation Areas shall be used only for "Recreational

Purposes" (as hereinafter defined) in a manner consistent with any improvement of such Recreational Area by the Developer. The mentioning of a Recreational Purpose herein shall not require that there be land or improvements at The Lakes of Sarasota serving such Recreational purpose. "Recreational Purposes" includes, but it is not limited to, any recreational building or pavilion, tennis court(s), swimming pool(s), bicycle paths, and any other open spaces or facilities utilized or intended for use for recreational or social purposes and amenities associated therewith or appurtenant therewith. Until the Maintenance Turnover Date, the Developer, in its sole discretion, shall determine the manner of making improvements to Recreation Areas and the use thereof.

(b) "Grounds" means those portions of the Committed Property designated for use as open areas, landscaped areas or planting screens on the Land Use Plan, in these Maintenance Covenants, in a Supplement or otherwise by Developer, which shall be kept and maintained by the Maintenance Association (except as hereinafter provided), including being grassed, planted, irrigated, landscaped, or paved in accordance with the improvements thereof by the Developer or the requirements of the applicable governmental agencies. The Developer for so long as the Developer shall own any portion of the Committed Property, shall have the absolute right, in its sole discretion, to modify its plan for beautification of The Lakes of Sarasota and specifically to modify the appearance of the Grounds and thereafter the Maintenance Association shall have the same right as long as the general quality of such beautification plan is not materially and detrimentally changed.

(c) "Drainage Areas" means those portions of the Committed Property designated as Drainage Areas or Drainage Easements (collectively "Drainage Areas") on the Land Use Plan, these Maintenance Covenants, in a Supplement or otherwise designated by Developer, which shall be kept and maintained for irrigation, drainage or beautification purposes and for the installation, maintenance, construction and repair of underground utility facilities, including, but not limited to, power, telephone, sewer, water, gas, drainage, street lighting and television transmission purposes in a manner consistent with the original design thereof by the Developer and in accordance with the requirements of applicable governmental authorities. Any "Drainage Areas" or "Drainage Easements" shown on the Land Use Plan or any plat, in these Maintenance Covenants, in a Supplement, or otherwise designated by Developer, shall be used for the construction, repair and maintenance of drainage facilities including, but not limited to, pumps, pipes, and outfall structures and all necessary appurtenances thereto.

(d) "Lakes" means those portions of the Committed Property designated as Lakes on the Land Use Plan, in these Maintenance Covenants, a Supplement, or otherwise designated by Developer, which contain water, the boundaries of which shall be subject to accretion, relection or other natural minor changes. The Lakes shall be kept and maintained by the Maintenance Association as bodies of water, together with any adjacent shoreline, in an ecologically sound condition for recreational, water retention, irrigation, drainage, and water management purposes in compliance with all applicable governmental requirements. The Maintenance Association shall also keep and maintain all improvements or aquatic equipment, including without limitation all pumps, placed in the Lakes by Developer or the Maintenance Association. Lakes are not for the use and enjoyment of the public, but expressly

reserved for the use and enjoyment of the Developer, the Maintenance Association, the Homeowners' Association, the Neighborhood Associations, the Owners and their family members, guests, invitees, and lessees and their family members, guests and invitees. No boats shall be permitted on the Lakes unless permitted in the Rules. The Developer, the Maintenance Association, the Homeowners' Association and the Neighborhood Associations shall not be obligated to provide supervisory personnel for the Lakes including, but not limited to, lifeguards. Any individual using the Lakes shall do so at his own risk and shall hold harmless the Developer, the Maintenance Association, the Homeowners' Association and the Neighborhood Associations from any claim or loss arising from such use.

(e) "Entryways" means those portions of the Committed Property designated as Entryways on the Land Use Plan, these Maintenance Covenants, a Supplement, or otherwise designated by Developer, and all improvements thereon including, but not limited to, entranceways, street lights and walkways, shall be kept and maintained by the Maintenance Association (except as hereinafter provided) as and for an Entryway and for ingress and egress into and out of The Lakes of Sarasota in a manner substantially consistent with the improvement thereof by Developer for the use of the Maintenance Association, the Homeowners' Association and Neighborhood Associations, the Owners and their family members, guests, licensees, lessees, their family members, guests and invitees and all governmental and quasi-governmental agencies and service entities having valid jurisdiction over The Lakes of Sarasota while engaged in their respective functions. Street lights, walkways, and utility lines appurtenant to the Entryways shall be installed as the Developer or the Maintenance Association from time to time shall determine necessary and/or in accordance with the requirements of the applicable governmental agencies.

(f) "Jogging Trail" means the portions of the Committed Property designated as a Jogging Trail on the Land Use Plan, these Maintenance Covenants or Supplement or otherwise designated by Developer. The Jogging Trail shall be maintained by the Maintenance Association for the use of the Developer, the Maintenance Association, the Homeowners' Association, the Owners and their family members, guests, licensees, lessees and their family members, guests and invitees.

6. Use of the Common Maintenance Areas:

(a) The Common Maintenance Areas shall be for the sole and exclusive use of the Developer, the Maintenance Association, the Homeowners' Association and the Neighborhood Associations, and the Owners, their family members, guests, licensees, invitees and lessees. Notwithstanding the foregoing, the Common Maintenance Areas, may be used by the owners of the Total Property, or a portion thereof, which is not Committed Property upon such terms and conditions as Developer determines in its reasonable discretion.

(b) The Maintenance Association may contract with independent parties to operate facilities or conduct activities on the Common Maintenance Areas for which third parties may charge user fees for the use of such facilities or participation in such activities, or the Maintenance Association may, in lieu thereof, operate such facilities or activities and likewise charge such fees. Neither the operation of any such facilities or activities, nor the fact that a charge is made for the use of any such facilities

shall be deemed a "commercial" use or activity or deemed to create a commercial area in violation of the provisions hereof with respect to the use of Common Maintenance Areas so long as the use of such Common Maintenance Areas is consistent with the provisions hereof.

(c) The Maintenance Association, by its Board, shall have the right to promulgate and impose rules and regulations and thereafter to modify, alter, amend, rescind and augment any of the same (collectively the "Rules") with respect to the use, operation and enjoyment of The Lakes of Sarasota, and any improvements located thereon (including, but not limited to, establishing reasonable fees for the use of the facilities, establishing hours and manner of operation).

7. Conveyance of Portion of Common Maintenance Areas:

(a) The Developer agrees that it shall convey to the Maintenance Association fee simple title to those portions of the Common Maintenance Areas described on Exhibit F hereto ("Conveyed Portion") and the personal property and improvements appurtenant thereto subject to the terms and provisions of these Maintenance Covenants, all applicable Supplements and The Lakes of Sarasota Documents; real estate taxes for the year of such conveyance; all applicable zoning ordinances; such facts as an accurate survey would show; and all covenants, easements, restrictions and reservations of record or common to the subdivision. Developer shall convey to the Maintenance Association, by quit-claim deed, all portions of the Common Maintenance Areas not previously conveyed to the Maintenance Association, on or before one hundred twenty (120) days after Developer relinquishes control of the Maintenance Association ("Maintenance Turnover Date") as more particularly set forth in Article X.C. of the Maintenance Articles, or Developer may convey all or portions of the Common Maintenance Areas to the Maintenance Association at such earlier time as the Developer may determine, in its sole discretion. At the time of conveyance of the Conveyed Portion of the Common Maintenance Areas or any portion thereof, the Maintenance Association shall be required to accept such conveyance of the Conveyed Portion of the Common Maintenance Areas or portions thereof and the personal property and improvements appurtenant thereto. The Maintenance Association agrees to accept "as is," at the time of conveyance, the Conveyed Portion of the Common Maintenance Areas and the personal property and improvements appurtenant thereto, without any representation or warranty, expressed, implied, in fact or by law, as to the condition or fitness of the Common Maintenance Areas or portions thereof and the personal property and improvements thereon. All costs and expenses of such conveyance shall be paid for by the Maintenance Association.

(b) Except as is hereinafter provided, once title to the Conveyed Portion of the Common Maintenance Areas, or any portion thereof, becomes vested in the Maintenance Association, such Common Maintenance Areas, or any portion thereof, so vested in the Maintenance Association, and the improvements thereon, shall not be abandoned, partitioned, subdivided, alienated, released, transferred, hypothecated, or otherwise encumbered without first obtaining the written approval of the Developer for so long as it owns any portion of the Total Property, of not less than two-thirds (2/3rds) of the Dwelling Unit Owners or Lot Owners (other than Developer or his nominee) or two-thirds (2/3rds) of the first Institutional Mortgagees (based upon one vote for each first mortgage owned, as shown

by the Public Records of the County). The last preceding sentence shall not be applicable to nor prohibit the Maintenance Association from granting such easements as are reasonably necessary or appropriate for the development of the Common Maintenance Areas in a manner consistent with the provisions of these Maintenance Covenants and all applicable Supplements and The Lakes of Sarasota Documents nor shall the foregoing prohibit the Maintenance Association from encumbering the Conveyed Portion of the Common Maintenance Areas provided such encumbrances are solely to secure loans obtained for improving the Common Maintenance Area being encumbered and their lien is not superior to the provisions of these Maintenance Covenants.

8. Other Property: The Maintenance Association may enter into easement agreements or other use or possessory agreements whereby the Maintenance Association may obtain the use or possession of certain real property, on an exclusive or non-exclusive basis, not included within Committed Property for certain specified purposes and whereby the Maintenance Association agrees to maintain and pay for the taxes, insurance, administration, upkeep, repair, replacement and maintenance of such property. The aforesaid expenses shall be a Maintenance Expense. Prior to the Maintenance Turnover Date, no such agreement shall be entered into without the prior written consent of Developer.

9. Use of Committed Property by the Developer:

(a) Except as may be limited in these Maintenance Covenants or a Supplement, the Developer and its successors, nominees and assigns shall have the right to make such uses of the Committed Property as the Developer shall, from time to time, determine. Notwithstanding anything to the contrary contained in these Maintenance Covenants and in recognition of the fact that the Developer will have a continuing and substantial interest in the development and administration of The Lakes of Sarasota and the Total Property, the Developer hereby reserves for itself and its successors, nominees and assigns, and the Maintenance Association recognizes, agrees to and acknowledges that the Developer and its successors, nominees and assigns shall have the right to use all Common Maintenance Areas and all other portions of the Committed Property in conjunction with and as part of its program of sale, leasing, constructing and developing of and within the Total Property including, but not limited to, the right to enter and transact business, maintain models and sales offices, place signs, employ sales personnel, show Dwelling Units, Lots, and other portions of The Lakes of Sarasota, and use portions of the Committed Property and Dwelling Units and other improvements owned by Developer or the Maintenance Association for purposes set forth above and for storage of construction materials and for assembling construction components without any cost to the Developer and its successors, nominees and assigns for such rights and privileges.

(b) The rights and privileges of the Developer as herein set forth in this Article III.A.9 are in addition to and in no way limit any other rights or privileges of the Developer under any of The Lakes of Sarasota Documents. The provisions of Article III.A.8, like other provisions of these Maintenance Covenants that grant or reserve rights to and for Developer, may not be suspended, superseded or modified in any manner unless same is consented to by Developer. This right of use and transaction of business as set forth herein, like Developer's other rights herein, may be assigned in writing by Developer in whole or in part.

(c) Notwithstanding anything to the contrary contained herein, Developer, in addition to its other rights to use the Common Maintenance Areas, shall have the right to use all or any portion of any building thereon including, but not limited to, any recreation building, as a sales office and/or a construction office. Any models, sales areas, sales office(s), parking areas, construction office(s), signs and any other designated areas or personal property pertaining to the sale, construction, maintenance and repair efforts of Developer shall not be part of the Common Maintenance Areas and shall remain the property of Developer or its nominees, as the case may be. At such time as Developer no longer owns any portion of the Total Property, or such earlier time as Developer may determine, in its sole discretion, Developer shall terminate its use rights in any recreation building, any models, sales areas, parking areas or any other designated area(s) or any portions thereof and may, in its sole discretion, convey any personal property thereon to the Maintenance Association. Such use rights and the right to transact business on the Common Maintenance Areas as set forth herein and any other rights reserved by Developer in The Lakes of Sarasota Documents may be assigned, in writing, by the Developer in whole or in part.

(d) Developer, its successors and its nominees and assigns shall have the right to construct, maintain and repair such structures or improvements, including the carrying on of all activities appurtenant thereto or associated therewith, as Developer deems necessary or appropriate for the development of The Lakes of Sarasota.

B. Disputes as to Use

In the event there is any dispute as to whether the use of the Committed Property or any portion thereof complies with the covenants and restrictions contained in these Maintenance Covenants, any Supplement or other of The Lakes of Sarasota Documents, such dispute shall be referred to the Board, and a determination rendered by the Board with respect to such dispute shall be final and binding on all parties concerned therewith; provided, however, any use by the Developer and its successors, nominees and assigns of the Committed Property or any parts thereof in accordance with Article III, Paragraph A, Subparagraph 9, shall be deemed a use which complies with these Maintenance Covenants and all applicable Supplements or any other of The Lakes of Sarasota Documents and shall not be subject to a determination to the contrary by the Board.

C. Additional Provisions for the Preservation of the Values and Amenities of The Lakes of Sarasota

In order to preserve the values and amenities of The Lakes of Sarasota, the following provisions shall be applicable to the Committed Property:

1. Mining or Drilling: There shall be no mining, quarrying or drilling for minerals, oil, gas or otherwise ("Mining Activity") undertaken within any portion of the Committed Property. Excepted from the foregoing shall be activities of the Developer or the Maintenance Association in dredging the Lakes, creating land areas from Lakes or creating, excavating or maintaining drainage or other facilities or easements, the installation of wells or pumps in compliance with applicable governmental requirements, or for sprinkler systems for any portions of the Committed Property.

2. Alteration of Drainage: Except for the Developer's acts and activities in the development of The Lakes of Sarasota, no change in the condition of the soil or the level of the land of any portion of the Committed Property shall be made which results in any permanent change in the flow or drainage of surface water of or within The Lakes of Sarasota without the prior written consent of the Developer or the Board.

3. Antennas, Aerials, Discs and Flagpoles: Except as may be permitted by the prior written consent of the Maintenance Association, no antennas, aerials, discs or flagpoles shall be placed upon the Committed Property unless completely inside a Dwelling Unit, except as may be required for cable television services.

4. Litter: In order to preserve the beauty of The Lakes of Sarasota, no garbage, trash, refuse or rubbish shall be deposited, dumped or kept upon any part of the Committed Property except in closed containers, dumpsters or other garbage collection facilities deemed suitable by the Maintenance Association and in proper-sized, closed plastic bags for curbside pickup as required. All containers, dumpsters and other garbage collection facilities shall be screened from view from outside the Lot upon which same are located and kept in a clean condition with no noxious or offensive odors emanating therefrom. Excepted from the foregoing shall be all construction debris, refuse, unsightly objects and waste upon any portion of the Committed Property owned by Developer or its nominee through the period of construction of Dwelling Units or other structures or improvements upon the Committed Property.

5. Radio Equipment: No ham radios or radio transmission equipment shall be operated or permitted to be operated in the Committed Property without the prior written consent of the Board.

6. Subdivision or Partition: No Lot shall be subdivided other than with Developer's prior written consent or, after Developer no longer owns any portion of the Total Property, by the prior written consent of the Maintenance Association.

7. Common Maintenance Areas: Nothing shall be stored, constructed within or removed from the Common Maintenance Areas other than by the Developer, except with the prior written approval of the Maintenance Association.

8. Insurance Rates: Nothing shall be done or kept on the Common Maintenance Areas which will increase the rate of insurance on any property insured by the Maintenance Association, the Homeowners' Association and the Neighborhood Associations, without the written consent of the Board.

9. Use of Lakes: No boats or other vehicles are permitted. Fishing is permitted, but only from the shoreline and not from any dock or recreational facility constructed along the shoreline. The Maintenance Association shall have the power and authority from time to time to adopt further Rules governing the use of the Lakes.

10. No Signs: No sign, advertising or notice of any type shall be permitted on the Common Maintenance Areas unless specifically permitted by the prior written consent of the Developer or the Board. Notwithstanding the foregoing, the Developer specifically reserves the right for itself, its successors, nominees and assigns and the Maintenance Association to place and maintain signs in

connection with construction, marketing, sales and rental of Dwelling Units and Lots and identifying or informational signs anywhere on the Committed Property.

11. Trucks, Commercial Vehicles, Buses, Recreational Vehicles, Mobile Homes, Boats, Campers, Trailers, Motorcycles, and Vans:

(a) No Owner or his family members, guests, invitees or lessees or their family members, guests, or invitees shall be permitted to keep any vehicle on the Committed Property which is deemed to be a nuisance or in violation of any Rules.

(b) Excepted from the foregoing shall be any vehicles owned or used by Developer or its successors, nominees or assigns.

(c) The Developer and the Maintenance Association shall not be responsible for any damage or theft to vehicles parked anywhere on the Committed Property.

(d) The Developer may designate certain portions of the Common Maintenance Areas, which may be relocated from time to time, for the parking of trucks, commercial vehicles, buses, recreational vehicles, mobile homes, trailers, boats, campers and trailers.

(e) Motorcycles and vans shall not be parked on the Committed Property except as authorized by the Developer or the Maintenance Association.

12. Repairs: No maintenance or repairs shall be performed on any vehicles upon any portion of the Common Maintenance Areas except in an emergency situation. Notwithstanding the foregoing, all repairs to disabled vehicles on the Common Maintenance Areas must be completed within two (2) hours from the immobilization thereof or the vehicle must be removed from the Common Maintenance Areas. Excepted from the foregoing shall be the Developer and its successors, nominees, and assigns in connection with and as part of its program of sale, leasing, constructing, and developing of and within the Committed Property and maintenance by the Maintenance Association of its vehicles on the Common Maintenance Areas.

13. Prohibited Structures: Except for the structures permitted on the Common Maintenance Areas, as provided for herein or in the Homeowners' Declaration or a Neighborhood Declaration, no structure of a temporary character including, but not limited to, trailer, tent, shack, shed, barn, or outbuilding, shall be parked or erected on the Committed Property at any time. Excepted from the foregoing shall be the Developer or its successors, nominees and assigns until Developer or its successors, nominees and assigns no longer own any portion of the Total Property provided such temporary structures are utilized for construction or sale purposes.

14. Nuisances: Nothing may or shall be done on the Common Maintenance Areas which may be or may become a nuisance. No obnoxious, unpleasant, unsightly or offensive activity shall be carried on, nor may anything be done which can be reasonably construed to constitute a nuisance, public or private in nature. Any questions with regard to the interpretation of this section shall be decided by Developer, until the Maintenance Turnover Date, whose decision shall be final.

15. Compliance with Documents: Each Owner and his family members, guests, invitees, and lessees and their

family member, guests, and invitees shall be bound by and abide by The Lakes of Sarasota Documents. The conduct of the foregoing parties shall be considered to be the conduct of the Owner responsible for, or connected in any manner with, such individual's presence within The Lakes of Sarasota. Such Owner shall be liable to the Maintenance Association for the cost of any maintenance, repair or replacement of any real or personal property located on the Common Maintenance Areas rendered necessary by his act, neglect or carelessness, or by that of any other of the foregoing parties (but only to the extent that such expense is not met by the proceeds of insurance carried by the Maintenance Association) which shall be paid for by the Owner as an Individual Expense Assessment. Failure of an Owner to notify any person of the existence of the covenants, conditions, restrictions, and other provisions of these Maintenance Covenants shall not in any way act to limit or divest the right of Developer of enforcement of these provisions against the Owner or such person and, in addition, the Owner shall be responsible for any and all violations of these provisions by his tenants, delegates, licensees, invitees or guests, and by guests, licensees and invitees of his tenants at any time.

16. No Implied Waiver: The failure of the Maintenance Association or the Developer to object to an Owner's or other party's failure to comply with the covenants or restrictions contained herein or any other of The Lakes of Sarasota Documents (including the Rules now or hereafter promulgated) shall in no event be deemed a waiver by the Developer or the Maintenance Association or of any other party having an interest therein of its right to object to same and to seek compliance therewith in accordance with the provisions of The Lakes of Sarasota Documents.

ARTICLE IV

EASEMENTS

Grant and Reservation of Easements: Developer hereby grants to the Maintenance Association and the other persons and entities hereinafter set forth and reserves unto itself and its nominees the right on behalf of itself and the Maintenance Association to grant the following exclusive and nonexclusive easements on, upon, over, across, through and under the Committed Property as deemed to be in the best interests of and proper for The Lakes of Sarasota, including, but not limited to, easements in favor of the Developer, the Maintenance Association, The Homeowners' Association and the Neighborhood Association(s), any designees of the foregoing, the Owners, their family members, guests, invitees and lessees and their family members, guests and invitees and to various governmental and quasi-governmental authorities and agencies and private concerns for the purposes and uses hereinafter specified:

A. Perpetual Nonexclusive Easement to Public Ways

The walks and other rights-of-way on the Common Maintenance Areas shall be and the same are hereby declared and reserved to be subject to a perpetual nonexclusive easement over and across the same for ingress and access to and egress from the public ways in favor of the Maintenance Association, the Homeowners' Association, the Neighborhood Associations, Developer and the Dwelling Unit Owners for their use and for the use of their family, guests, invitees and lessees for all proper and normal purposes. The

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easement rights hereunder shall be used in a manner consistent with the structural design of the improvements and shall not be used in a manner so as to create a nuisance.

B. Utility & Governmental Services Easements:

A nonexclusive easement(s) to provide for installation, service, repair and maintenance of the power, electric transmission, television cable, light, telephone, communication, security, gas, water, sewer, garbage, drainage and other utilities and governmental service including police and fire protection, and postal service including rights of ingress, egress and access for persons and equipment necessary for such purposes for the benefit of the Developer and the Maintenance Association, the Homeowners' Association, the Neighborhood Associations and all appropriate utility companies, agencies, franchises or governmental agencies.

C. Common Maintenance Areas:

A nonexclusive perpetual easement(s) over and upon the Common Maintenance Areas in favor of the Developer, the Maintenance Association, the Homeowners' Association, the Neighborhood Associations and the Owners for the use of the Common Maintenance Areas and an easement in favor of the Developer and the Maintenance Association for ingress, egress, and access to enter any portion of the Committed Property in order to construct, maintain, improve and repair any Common Maintenance Areas and facilities thereon and appurtenances thereto.

D. Right of the Maintenance Association and the Developer to Enter Upon the Committed Property:

An easement(s) for ingress, egress and access in favor of the Developer, the Maintenance Association, and all agents, employees, or other designees of the Developer or the Maintenance Association to enter upon each Lot, Dwelling Unit, Common Maintenance Areas, or the Neighborhoods for the purpose of inspecting any construction, proposed construction, or improvements or fulfilling the rights, duties and responsibilities of ownership, administration, maintenance and repair of either such Owner, Neighborhood Association, the Homeowners' Association, or the Maintenance Association, as applicable. Such easement shall include an easement in favor of the Maintenance Association and the Developer to enter upon the Common Maintenance Areas now or hereafter created to use, repair, maintain and replace the same for the purposes for which they are initially designed or dedicated or for which the Developer or the Maintenance Association hereafter redesignates them or otherwise determines them to be reasonably suited. Notwithstanding the foregoing, nothing contained therein or herein shall be interpreted to impose any obligation upon the Maintenance Association or the Developer to maintain, repair, or construct any Dwelling Unit or other improvement which an Owner is required to maintain, construct or repair.

E. Drainage Areas and Easement Areas:

A nonexclusive easement shall exist in favor of the Developer and the Maintenance Association, and their employees, or other designees, for the use of Drainage Areas and Easement Areas established throughout The Lakes of Sarasota and an easement for ingress, egress, and access to enter any portion of the Committed Property in order to construct, maintain and/or repair any Drainage Areas and

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Easement Areas and facilities thereon and appurtenances thereto. No structure, landscaping or other material shall be placed or permitted to remain which may damage or interfere with the installation or maintenance of utilities or which may obstruct or retard the flow of water through Drainage Areas or otherwise interfere with any easement provided for in this Article or the use rights set forth in Article III, Paragraph A, Subparagraph 3 hereof.

F. Easement for Encroachments:

An easement(s) for encroachment in favor of the Developer, the Maintenance Association, the Homeowners' Association, the Neighborhood Associations, the Owners, and all persons entitled to use that portion of the Committed Property in the event any portion of the improvements located on any portion of the Committed Property now or hereafter encroaches upon any of the remaining portions of the Committed Property as a result of minor inaccuracies in survey, construction or reconstruction or due to settlement or movement. Any easement(s) for encroachment shall include an easement(s) for the maintenance and use of the encroaching improvements in favor of the Developer, the Maintenance Association, the Homeowners' Association, the Neighborhood Associations, the Owners and all their designees.

G. Assignments:

The easements reserved hereunder unto the Developer may be assigned by the Developer in whole or in part to the Maintenance Association, any town, county or state government or agency thereof, or any duly licensed or franchised public utility, or any other designee of the Developer.

ARTICLE V

MEMBERSHIP AND VOTING RIGHTS IN THE MAINTENANCE ASSOCIATION; BOARD OF GOVERNORS OF THE MAINTENANCE ASSOCIATION; CORPORATION; PROPERTY UNITS

A. Membership:

The members ("Members") of the Maintenance Association shall be comprised of the Developer and the Owners. Each Owner shall be entitled to the benefits of, and be subject to, the provisions of The Lakes of Sarasota Documents. The rights of the Members regarding voting, corporate meetings, notices, etc., shall be as set forth in these Maintenance Covenants, the Maintenance Articles and Maintenance By-Laws.

B. Representatives:

The votes of Members, other than Developer shall be cast at meetings of the Members by their Representatives. The Representatives shall be the President and Vice President of the Neighborhood Association of which such Member is a member, or such officers' written proxies. Such votes of the Members shall be cast by the Representatives in the same manner as they were directed to be cast at a meeting of the members of such Neighborhood Association duly called and held in accordance with the articles of incorporation and by-laws of such Neighborhood Association. The Representatives shall, prior to voting such votes at a meeting of the Members, supply the Maintenance Association with an affidavit attesting to the outcome of such vote by the members of the Neighborhood Association.

C. Board of Governors:

The Maintenance Association shall be governed by the Board which shall be appointed, designated or elected, as the case may be, as set forth in the Maintenance Articles and Maintenance By-Laws.

D. The Maintenance Association is not a condominium association under Chapter 718 of the Florida Statutes, or otherwise. The Maintenance Association has been formed for the primary purposes of administering the Common Maintenance Areas and same are not condominium property.

ARTICLE VI

COVENANT TO PAY ASSESSMENTS FOR MAINTENANCE EXPENSES;
ESTABLISHMENT AND ENFORCEMENT OF LIENS; CERTAIN
RIGHTS OF THE DEVELOPER AND INSTITUTIONAL MORTGAGEES

A. Affirmative Covenant to Pay Maintenance Expenses

In order to (i) fulfill the terms, provisions, covenants and conditions contained in these Maintenance Covenants; and (ii) administer, maintain, operate and preserve the Common Maintenance Areas for the recreation, use, safety, welfare and benefit of the Maintenance Association, the Homeowners' Association, the Neighborhood Associations and the Owners and their family members, guests, invitees and lessees, and their family members, there is hereby imposed upon the Neighborhood Associations and each "Contributing Unit" (as that term is hereinafter defined) the affirmative covenant and obligation to pay to the Maintenance Association (in the manner herein set forth) all Assessments including, but not limited to, the "Individual Unit Assessments," any applicable "Special Assessments" and "Individual Expense Assessments" (as such terms are hereinafter defined) to be fixed, established and collected from time to time in the manner as hereinafter provided. The Neighborhood Declarations shall recognize that all of the covenants set forth in these Maintenance Covenants including, but not limited to, the affirmative covenants and obligations to pay Maintenance Expenses as herein set forth shall run with the property subject thereto. The Assessments, together with such interest and penalties thereon and costs of collection thereof as hereinafter provided, shall be a charge on and a continuing lien upon the Dwelling Unit or Lot against which each Assessment is made. The record Owner(s) of each Contributing Unit shall be personally liable, jointly and severally, to the Neighborhood Association of which it is a member and/or the Maintenance Association for the payment of any Assessments levied by the Maintenance Association and for all costs of collecting such Assessments including, but not limited to, interest and penalties thereon and attorneys' fees through all trial and appellate levels.

B. Collection of Assessments

Each Neighborhood Association and each Owner by acceptance of the deed or other instrument of conveyance conveying a Dwelling Unit or Lot, whether or not it shall be so expressed in such deed or instrument, shall be obligated and consents to pay to the Maintenance Association all Assessments in accordance with the provisions of The Lakes of Sarasota Documents. Each Neighborhood Association shall collect the Assessments for the Dwelling Units or Lots it administers and promptly remit the same to the Maintenance Association when such assessments are due in accordance with the terms thereof. Each Neighborhood Association shall be

liat to the Maintenance Association. the payment of all levied Individual Unit Assessments, Special Assessments and Individual Expense Assessments in accordance with the total number of Contributing Units contained within such Neighborhood Association in the case of Individual Assessments, the total number of Contributing Units against which Special Assessments are levied or, in the case of Individual Expense Assessments, the total amount of such Individual Expense Assessments which are assessed against Contributing Units within such Neighborhood ("Total Association Assessment"). In the event the Neighborhood Association fails to collect any Contributing Unit Owner's pro rata share of the Total Association Assessment, such Neighborhood Association shall be obligated to advance such sum on behalf of such delinquent Contributing Unit Owner(s). In the event the Neighborhood Association fails to promptly remit such sums to the Maintenance Association or the Contributing Unit Owner fails to promptly remit such sums to the Neighborhood Association, the Maintenance Association and the Developer shall have all remedies provided at law or in equity in addition to those remedies set forth in Paragraphs C, D and F, as applicable, of this Article VI. In the event a Contributing Unit Owner(s) fails to pay any or all Assessments levied against his Contributing Unit(s) to the Neighborhood Association, the Neighborhood Association shall have all remedies set forth in the applicable Neighborhood Declaration for the nonpayment of Common Expenses.

C. Establishment of Liens

Any and all Assessments levied by the Maintenance Association in accordance with the provisions of these Maintenance Covenants or any other of The Lakes of Sarasota Documents including, but not limited to, the Total Association Assessment ("Assessments") with interest thereon at the highest nonusurious rate allowed by law or, if no such rate is promulgated, eighteen percent (18%) per annum and costs of collection including, but not limited to, reasonable attorneys' fees up to and including all trial and appellate levels as hereinafter provided, and any and all late charges, fees or fines levied by the Maintenance Association in connection with any unpaid Assessments ("Late Costs"), are hereby declared to be a charge and continuing lien upon the Contributing Units against which such Assessments are made. Each Assessment against a Contributing Unit, together with interest thereon at the highest rate allowed by law and costs of collection thereof, including attorneys' fees up to and including all trial and appellate levels as hereinafter provided, shall be the personal obligation of the owner of each such Contributing Unit ("Contributing Unit Owner") assessed. Said lien shall be effective only from and after the time of the recordation amongst the Public Records of the County of a written acknowledged statement by the Maintenance Association setting forth the amount due to the Maintenance Association as of the date the statement is signed. Upon full payment of all sums secured by that lien, the party making payment shall be entitled to a statement of the satisfaction of lien in recordable form. Notwithstanding anything to the contrary herein contained, the lien of the Assessments and any Late Costs thereon provided for herein shall be subordinate to the lien of any first mortgage now or hereafter placed upon the Contributing Dwelling Unit by an Institutional Mortgagee of record. Any Institutional Mortgagee or purchaser from an Institutional Mortgagee obtaining title to a Contributing Unit as a result of foreclosure of its mortgage or deed in lieu of foreclosure, its successors or assigns shall not be liable for the share of Assessments or Late Costs pertaining to such Contributing Unit or chargeable to the former

Contributing Unit Owner thereof which became due prior to the acquisition of title as a result of the foreclosure or deed in lieu thereof, unless the Assessment and/or Late Costs against the Contributing Unit in question is secured by a claim of lien for Assessment that is recorded prior to the recordation of the mortgage which was foreclosed or with respect to which a deed in lieu of foreclosure was given. The unpaid share of Assessments is collectible from all Contributing Unit Owners as provided in Article VII, Paragraph F hereof.

D. Collection of Delinquent Assessments

In the event any Contributing Unit Owner shall fail to pay any Assessments to the Neighborhood Association of which he is a member or any Neighborhood Association shall fail to pay the Total Association Assessment or any portion thereof to the Maintenance Association within fifteen (15) days after the same becomes due, then the Maintenance Association, through its Board, shall have any and all of the following remedies, to the extent permitted by law, which remedies are cumulative and which remedies are not in lieu of, but are in addition to, all other remedies available to the Maintenance Association at law or in equity:

1. To charge interest on such Assessment(s) and all costs of collection thereof including, but not limited to, attorneys' fees through all trial and appellate levels, from the date it becomes due at the highest nonusurious rate allowed by law or if no such rate is promulgated, eighteen percent (18%) per annum as well as penalties in such amount as is promulgated by the Board from time to time to defray additional collection costs;

2. To, at its option, accelerate the entire amount of any Total Association Assessments due from a Neighborhood Association or the entire amount of any Assessments due from a Contributing Unit Owner in default for the remainder of the calendar year notwithstanding any provisions of the payment thereof in installments, whereupon the entire unpaid balance of the Total Association Assessment(s) shall be due from the subject Neighborhood Association or the entire unpaid balance of the Assessment(s) due from the Contributing Unit Owner in default shall become due from such Owner upon the date stated in such notice, which date shall not be less than ten (10) days after the date of such notice;

3. To advance on behalf of the Contributing Unit Owner(s) or Neighborhood Association(s) in default, all funds necessary to accomplish the needs of the Maintenance Association up to and including the full amount for which such defaulting Contributing Unit Owner(s) or Neighborhood Association(s) is liable to the Maintenance Association and the amount(s) so advanced, together with interest at the highest nonusurious rate allowable by law or, if no such rate is promulgated, eighteen percent (18%) per annum, and all costs of collection thereof including, but not limited to, reasonable attorneys' fees through all trial and appellate levels, may thereupon be collected by the Maintenance Association and such advance by the Maintenance Association shall not waive the default;

4. To file an action in equity to foreclose its lien at any time after the effective date thereof. The lien may be foreclosed by an action in the name of the Maintenance Association in like manner as a foreclosure of a mortgage on real property;

5. To file an action at law to collect said Total Association Assessment due from a Neighborhood Association and/or the Assessment(s) due from the Contributing Unit Owner(s) in default plus interest at the highest nonusurious rate allowed by law or, if no such rate is promulgated, eighteen percent (18%) per annum plus court costs and reasonable attorneys' fees through all trial and appellate levels without waiving any lien rights or rights of foreclosure in the Maintenance Association.

E. Collection by the Developer and Reimbursements to Developer

In the event for any reason the Maintenance Association shall fail to collect the Assessments, then in that event, the Developer shall at all times have the right (but not the obligation): (i) to advance such sums as the Maintenance Association could have advanced as set forth above; and (ii) to collect Assessments and, if applicable, any such sums advanced by the Developer, using the remedies available to the Maintenance Association as set forth above which remedies (including, but not limited to, recovery of attorneys' fees through all trial and appellate levels) are hereby declared to be available to the Developer.

F. Rights of the Developer and Institutional Mortgagees to Pay Assessments and Receive Reimbursement

Any Institutional Mortgagees shall have the right, but not the obligation, jointly or singly, and at their sole option, to pay any of the Assessments which are in default and which may or have become a charge against any Contributing Units. Further, the Developer and any Institutional Mortgagees shall have the right, but not the obligation, jointly or singly, and at their sole option, to pay insurance premiums or fidelity bond premiums or other required items of Maintenance Expenses on behalf of the Maintenance Association where the same are overdue and where lapses in policies or services may occur. The Developer and any Institutional Mortgagees paying overdue Maintenance Expenses on behalf of the Maintenance Association will be entitled to immediate reimbursement from the Maintenance Association plus any costs of collection including, but not limited to, reasonable attorneys' fees through and including all trial and appellate levels, and the Maintenance Association shall execute an instrument in recordable form to this effect and deliver the original of such instrument to each Institutional Mortgagee who is so entitled to reimbursement and to the Developer if the Developer is entitled to reimbursement.

ARTICLE VII

METHOD OF DETERMINING ASSESSMENTS AND PROPERTY AND OWNERS TO ASSESS

A. Determining Amount of Assessments

1. "Individual Unit Assessment": The total anticipated Maintenance Expenses for each calendar year shall be set forth in a Budget ("Budget") prepared and adopted by the Governors after consideration of current Maintenance Expenses and future needs of the Maintenance Association including provision for working capital, a "Reserve" (as hereinafter defined) for depreciation or deferred maintenance, and any additional income and amounts to be collected from each Neighborhood Association. The Budget shall be promulgated not later than November 1 of the

calendar year preceding the calendar year for which the Budget is to be adopted, except in the case of the Budget for the partial calendar year following the date of these Maintenance Covenants which shall be adopted at the initial meeting of the Board, and may be revised by the Board when it shall deem necessary or appropriate. The total anticipated Maintenance Expenses (other than those Maintenance Expenses which are properly the subject of a "Special Assessment," or "Individual Expense Assessment," as hereinafter set forth) shall be apportioned among the Contributing Units as Individual Unit Assessments. The "Individual Unit Assessment" for each Contributing Unit shall be the quotient arrived at by dividing the total anticipated Maintenance Expenses reflected by the Budget, other than those Maintenance Expenses which are properly the subject of a Special Assessment or Individual Expense Assessment, by the total number of Contributing Units.

2. Individual Unit Assessments during the "Initial Period": The term "Initial Period" shall mean a period of time commencing with the date of these Maintenance Covenants and continuing through December 31, 1984. Developer reserves the right, in its sole and absolute discretion, to extend the Initial Period beyond December 31, 1984, and thereafter on one or more occasions to again extend it. The Maintenance Association shall be advised in a written notice of any such extension of the Initial Period and the amount of the new "Initial Assessment" (as hereinafter defined) at least thirty (30) days prior to the termination of the Initial Period or an extension thereof. During the Initial Period, it is covenanted and agreed by Developer that Individual Unit Assessments shall not exceed an amount of One Hundred Four and 76/100 Dollars (\$104.76) per annum (the "Initial Assessment") and that Developer shall pay the difference, if any, between the amount of the Initial Assessments assessed by the Maintenance Association during such Initial Period and the amount of money properly spent by the Maintenance Association for Maintenance Expenses (other than Maintenance Expenses which were properly the subject of a Special Assessment or any portion of a Maintenance Expense used for a "Reserve") during such Initial Period. Thereafter, should Developer elect to extend the Initial Period as aforesaid, the amount of such Initial Assessment during such extended Initial Period shall be the amount set forth by Developer in the notice to the Maintenance Association. Notwithstanding anything contained herein, the Initial Period shall terminate upon the Maintenance Turnover Date. Upon the expiration of the Initial Period, every Contributing Unit shall be assessed for Maintenance Expenses as otherwise provided in these Maintenance Covenants. In consideration of the aforesaid covenants of Developer, during the Initial Period, Developer shall not be required to make any payment of Assessments for or Maintenance Expenses against Contributing Units owned by Developer and no such Contributing Units owned by Developer shall be subject to any Assessment.

B. Contributing Units

1. Individual Unit Lot: Each Individual Unit Lot, together with the Dwelling Unit constructed thereon, if any, shall be a "Contributing Unit" on the first to occur of:

(a) the date of the issuance of a certificate of occupancy by the appropriate governmental agency for the Dwelling Unit so constructed on an Undeveloped Individual Unit Lot, if any; or

(b) the date an Undeveloped Individual Unit Lot is conveyed by the Developer;

2. Multifamily Lot: Each Multifamily Lot, together with the Dwelling Units constructed thereon, if any, shall be Contributing Units on the first to occur of:

(a) the date of the issuance of a certificate of occupancy by the appropriate governmental agency for the Dwelling Unit(s), so constructed on such a Multifamily Lot, if any; or

(b) the date such Undeveloped Multifamily Lot is conveyed by the Developer.

3. Destruction: Any structure constituting or containing Contributing Units which is destroyed or demolished shall nevertheless be deemed to contain the number of Contributing Units theretofore existing until such time as the structure is replaced and the new certificate of occupancy with respect thereto issued whereupon the number of Dwelling Units contained in the replaced structure shall be the number of Contributing Units.

C. Assessment Payments

The Individual Unit Assessments shall be payable monthly, in advance, on the first day of each month of each year unless otherwise specified by the Board. When a Contributing Unit ("New Contributing Unit") comes into existence during a period with respect to which an Assessment or installment thereof has already been assessed, the New Contributing Unit shall be deemed assessed the amount of such Assessment or installment thereof which was assessed against Contributing Units in existence at the time of such Assessment prorated from the date the New Contributing Unit comes into existence through the end of the period in question. If the payment of such Assessment or installment thereof was due at the time the New Contributing Unit came into existence or prior thereto, said prorated amount thereof shall be immediately due and payable.

D. Special Assessments

"Special Assessments" include, in addition to Assessments designated as Special Assessments in The Lakes of Sarasota Documents, (i) costs which do not occur yearly whether or not for a cost or expense included within the definition of "Maintenance Expenses," (ii) those Assessments which are levied for capital improvements which include the costs (whether in whole or in part) of constructing or acquiring improvements for or on the Common Maintenance Areas or the cost (whether in whole or in part) of reconstructing or replacing such improvements, and (iii) the cost to Contributing Unit Owners of Assessments that other Contributing Unit Owners fail or refuse to pay in accordance with Paragraph F of this Article VII. Special Assessments shall be assessed in the same manner as the Individual Unit Assessment; provided, however, that no Contributing Units owned by the Developer shall be subject to any Special Assessments for capital improvements after the Maintenance Turnover Date without the prior written consent of the Developer. Any Contributing Units owned by the Developer which are not subject to a Special Assessment shall not be deemed to be Contributing Units in determining the respective amount of such Special Assessments being assessed against the Contributing Units subject thereto. Special Assessments shall be paid in a lump sum or in installments as the Board shall, from time to time, determine.

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E. Individual Expense Assessments

Individual Expense Assessments include any Assessment(s) levied against any Neighborhood Association(s) or Owner(s) whose use, maintenance, or treatment of the Common Maintenance Areas including, but not limited to, any structures, improvements or personal property contained thereon, is not in conformance with the standards set forth in these Maintenance Covenants, a Supplement, the Rules, or any other of The Lakes of Sarasota Documents, or as adopted from time to time by the Maintenance Association or the Maintenance Association pursuant hereto or thereto, which causes the Maintenance Association or the Developer, to incur additional costs and expenses which would not have been incurred if the Neighborhood Association(s) or Owner(s) had been in compliance with the foregoing ("Noncompliance"). The amount of the Individual Expense Assessment(s) shall be equal to any such additional costs incurred, including any costs of collection including, but not limited to, reasonable attorneys' fees through all trial and appellate levels and Late Costs, if any. The Individual Expense Assessment shall be assessed against the Neighborhood Association(s) or Owner(s) in Noncompliance and collected and endorsed in the same manner as any other Assessments hereunder as provided in these Maintenance Covenants. Notwithstanding anything to the contrary contained herein, it is recognized and declared that Individual Expense Assessments shall be in addition to, and not part of, any Initial Assessments, and any such Individual Expense Assessment assessed against a Neighborhood Association or Owner shall be paid by such Neighborhood Association(s) or Owner(s) in addition to any other Assessment(s).

F. Discretion of Maintenance Association

Notwithstanding anything contained in these Maintenance Covenants to the contrary, the Individual Unit Assessments and Special Assessments against Contributing Units which are located in a Neighborhood shall be in the aggregate assessed against the property of such Neighborhood and shall be collected by such Neighborhood Association in the same manner and to the same extent as the common expenses of such Neighborhood. Each Neighborhood Association shall assess against each Contributing Unit Owner in such Neighborhood that Contributing Unit's Individual Unit Assessment. The lien set forth in Article VI shall be a lien against the property of each Neighborhood and the collection rights pursuant to these Maintenance Covenants shall be as to all the Contributing Units and their owners in the Neighborhood and to the Neighborhood Association operating such Neighborhood. Notwithstanding the foregoing, the Maintenance Association, in its sole and absolute discretion, may elect to exercise its collection and lien rights hereunder only against the particular Contributing Unit Owner who has not paid their Individual Unit Assessment or Special Assessment, as the case may be.

G. Liability of Contributing Unit Owners for Assessments

By the acceptance of a deed or other instrument of conveyance of a Lot or Dwelling Unit, each Owner thereof acknowledges and agrees that each Contributing Unit, and the Owners thereof, are jointly and severally liable for their own Individual Unit Assessment and their applicable portion of any Special Assessments as well as for all Assessments for which they are liable as provided for herein. Such Owners further recognize and covenant that they are jointly and severally liable with the Owners of all Contributing

Units for the Maintenance Expenses. According, it is recognized and agreed by each Owner who is or becomes a Contributing Unit Owner for himself and his heirs, executors, successors and assigns that, in the event any Contributing Unit Owner fails or refuses to pay his Individual Unit Assessment or any portion thereof or their respective portions of any Special Assessments, or any Individual Expense Assessments or other Assessments, then the other Contributing Unit Owners may be responsible for increased Individual Unit Assessments or Special or other Assessments due to the nonpayment by such other Contributing Unit Owners, and such increased Individual Unit Assessment or Special or other Assessment can and may be enforced by the Maintenance Association, the Neighborhood Associations and the Developer in the same manner as all other Assessments hereunder as provided in these Maintenance Documents.

ARTICLE VIII

MAINTENANCE EXPENSES; CERTAIN ASSESSMENT CLASSIFICATIONS

The following expenses of the Common Maintenance Areas and the Maintenance Association are hereby declared to be Maintenance Expenses which the Maintenance Association is obligated to assess and collect and which the Contributing Unit Owners are obligated to pay as provided herein or as may be otherwise provided in The Lakes of Sarasota Documents.

A. Taxes

Any and all taxes and tax liens which may be levied or assessed at any and all times upon the Common Maintenance Areas or against any personal property or improvements thereon or against the Maintenance Association or against any and all personal property and improvements owned by the Maintenance Association, which now or which hereafter may be placed on the Common Maintenance Areas, by any and all taxing authorities including, but not limited to, income taxes, employee taxes and all other taxes, charges, assessments and impositions and liens for public improvements, special charges and assessments, and water drainage districts, including any interest, penalties and other charges which may accrue thereon.

B. Utilities Charges

All charges levied for utilities providing services for the Common Maintenance Areas whether supplied by a private or public firm, including, without limitation, all charges for water, gas, electricity (including, but not limited to, electricity to street lights supplied within the Entryways maintained by the Maintenance Association), telephone, sewer, and any other type of utility or any other type of service charge.

C. Insurance

The premiums on the policy or policies of insurance which the Maintenance Association in its sole discretion determines to obtain; provided, however, that the Maintenance Association shall obtain and maintain at least the following insurance coverage:

1. Property insurance in an amount equal to the current full replacement cost, exclusive of land, foundation, excavation and other items normally excluded

from h coverage, of all improvement, now or hereafter located upon the Common Maintenance Areas, including fixtures, personal property and equipment thereon, such insurance to afford protection against such risks as shall customarily be covered with respect to areas similar to the Common Maintenance Areas in developments similar to The Lakes of Sarasota in construction, location and use, such insurance to afford protection against at least loss or damage by fire and other hazards covered by the standard extended coverage endorsement, and by sprinkler leakage, debris removal, cost of demolition, vandalism, malicious mischief, windstorm, and water damage.

2. A comprehensive policy of public liability insurance and, if appropriate, owners, landlord and tenant policies naming the Developer until the Maintenance Turnover Date and the Maintenance Association as named insureds 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 Maintenance Areas (including the Entryways) including any portion thereof which may be leased to an operator or other third party and any improvements located thereon, any action of the Maintenance Association and for any other risks insured against by such policies with limits of not less than Three Million Dollars (\$3,000,000.00) for damages incurred or claimed by any one person for any one occurrence and not less than Five Million Dollars (\$5,000,000.00) for damages incurred or claimed for any one occurrence and for One Million Dollars (\$1,000,000.00) property damage per occurrence with no separate limits stated for the number of claims. Such coverage shall include as appropriate, without limitation, protection against liability for nonowned and hired automobiles, liability for property of others, contractual and all-written contract insurance, host liquor liability, worker's compensation and such other risks as are customarily covered with respect to areas similar to the Common Maintenance Areas in developments similar to The Lakes of Sarasota in construction, location and use. The insurance purchased shall contain a "Severability of Interest Endorsement," or equivalent coverage, which would preclude the insurer from denying the claim of an Owner because of the negligent acts of either the Maintenance Association, any Neighborhood Association, the Developer or any Owner or deny the claim of the Developer, the Maintenance Association, any Neighborhood Association or any Owner because of negligent acts of the other. Such insurance shall also provide, where possible, for waiver of subrogation with respect to all Owners for any damage caused to improvements on the Common Maintenance Areas by such Owners not arising from their willful misconduct.

3. Adequate fidelity coverage to protect against dishonest acts on the part of officers, Governors, and employees of the Maintenance Association and all others who handle or are responsible for handling funds of the Maintenance Association or to whom such responsibility is delegated, such coverage to be in the form of fidelity bonds which meet the following requirements:

(a) Such bonds shall name the Maintenance Association as an obligee;

(b) Such bonds shall be written in an amount equal to at least twenty-five percent (25%) of the estimated annual Maintenance Expenses;

(c) Such bonds shall contain waivers of any defense based upon the exclusion of persons who serve

without compensation from any definition of "employee" or similar term.

4. Officer and Director liability insurance and liability insurance for members of the Maintenance Association, if available, as shall be determined by the Board to be required for the protection of the members of the Board, the officers of the Maintenance Association and the members of the Maintenance Association.

5. Such other forms of insurances and coverages and in such amounts as the Maintenance Association shall determine to be required or beneficial for the protection or preservation of the Common Maintenance Areas and any improvements now or hereafter located thereon or in the best interests of The Lakes of Sarasota or the Maintenance Association.

6. All policies of insurance or fidelity bonds required to be obtained by the Maintenance Association pursuant to this Article VIII shall provide that they may not be cancelled or substantially modified by any party without at least ten (10) days' prior written notice to the Maintenance Association and to each Institutional Mortgagee which is listed as a scheduled holder of a first mortgage encumbering a Dwelling Unit in such insurance policy.

D. Reconstruction of Buildings or Improvements

Any and all sums necessary to repair, replace, construct or reconstruct any building or improvements upon the Common Maintenance Areas damaged by any casualty not covered in whole or in part by insurance. Any difference between the amount of insurance proceeds received with respect to such damage and the amount of funds necessary to repair, replace, construct or reconstruct the building or improvement so damaged shall be a Maintenance Expense provided same shall be the subject of a Special Assessment, and the Maintenance Association will levy a Special Assessment for the funds necessary to pay such Maintenance Expenses within ninety (90) days from the date such damage was incurred. The Maintenance Association shall pay into an account with a federal or state commercial or savings bank or savings and loan association located in the County any such funds collected by Special Assessments and all insurance proceeds collected by the Maintenance Association so that the funds on deposit will equal the cost of repair, replacement, construction or reconstruction of the damaged improvements, and the Corporation shall go forward with all deliberate speed so that such repair, replacement, construction or reconstruction shall be completed as soon as is reasonably possible after the date of the damage.

Should the insurance proceeds be sufficient to repair, replace or reconstruct the building or improvement so damaged and there remains an excess after payment for repair, replacement and reconstruction, then any excess shall be held by the Maintenance Association for the use of the Maintenance Association.

In the event that repairs and replacements were paid for by any Special Assessment as well as insurance proceeds, then, if after the completion of and payment for the repair, replacement or reconstruction there shall remain any excess in the hands of the Maintenance Association, it shall be presumed that the monies disbursed in payment of any repair, replacement and reconstruction were first disbursed from insurance proceeds and any remaining funds shall be deemed to be remaining Special Assessments which shall be returned to the Contributing Unit Owners by means

of a distribution pro rata in accordance with the collection of that Special Assessment(s).

E. Maintenance, Repair and Replacement of the Common Maintenance Areas:

Any and all expenses necessary to:

1. maintain and preserve the landscaped, grassed and open and natural portions of the Common Maintenance Areas including, but not limited to, expenses such as grass cutting, tree trimming, sprinkling, fertilizing, spraying and the like;

2. maintain, operate, preserve and protect any lakes, waterways or other bodies of water located within the Lakes or Drainage Areas including, but not limited to, all costs of chemically treating the waters of such areas, and controlling water levels and maintaining and operating any improvements and amenities established within any such areas;

3. maintain, administer, operate, repair and replace any and all buildings, structures, recreation facilities or other improvements, personal property, fixtures, and equipment upon the Common Maintenance Areas in a manner consistent with the intended use thereof and with the development of The Lakes of Sarasota and in accordance with the covenants and restrictions contained herein, and in conformity with all applicable Federal, state, county or municipal laws, statutes, ordinances, orders, rulings and regulations;

4. maintain, repair and replace all signs on the Common Maintenance Areas which are not maintained, repaired and replaced by the County, the State of Florida, or other applicable governmental body or agency;

5. maintain, replace and repair the Entryways; and

6. maintain, replace and repair the Jogging Trail; and

7. maintain, repair, replace and operate any street lights or sidewalks within or adjacent to the Entryways or within any portion of the Committed Property.

F. Damage to Common Maintenance Areas by Owners

The foregoing maintenance, repairs or replacement within the Common Maintenance Areas arising out of or caused by the willful or negligent act of an Owner, his tenants, licensees, agents or member of his family, guests or invitees, the cost of which shall be paid for by the Owner as an Individual Expense Assessment.

G. Administrative and Operational Expenses

The costs of administration for the Maintenance Association in the performance of its functions and duties under The Lakes of Sarasota Documents including, but not limited to, costs for secretarial and bookkeeping services, salaries of employees, legal and accounting fees and contracting expenses. In addition, the Maintenance Association may retain a management company or companies or contractors (any of which management companies or contractors may be, but are not required to be, a subsidiary, affiliate, or an otherwise related entity of the Developer) to assist in the operation of the Common

Maintenance eas or portions thereof, and to perform or assist in the performance of certain obligations of the Maintenance Association under The Lakes of Sarasota Documents and the fees or costs of any management company or contractor so retained shall be deemed to be part of the Maintenance Expenses.

H. Compliance with Laws

The Maintenance Association shall take such action as it determines necessary or appropriate in order for the Common Maintenance Areas and the structures and improvements thereon to be in compliance with all laws, statutes, ordinances and regulations of any governmental authority, whether Federal, state or local, including, without limitation, any regulations regarding zoning requirements, setback requirements, drainage requirements, sanitary conditions and fire hazards, and the cost and expense of such action taken by the Maintenance Association shall be a Maintenance Expense.

I. Indemnification

The Maintenance Association covenants and agrees that it will indemnify and hold harmless the Developer from and against any and all claims, suits, actions, causes of action and/or damages arising from any personal injury, loss of life and/or damage to property sustained on or about the Common Maintenance Areas and structures and improvements thereof and thereon, and from and against all costs and expenses, including but not limited to, attorneys' fees through all trial and appellate levels and whether or not suit be instituted, expenses and liabilities incurred by the Developer arising from any such claim, the investigation thereof, or the defense of any action or proceedings brought thereon, and from and against any orders, judgments and/or decrees which may be entered thereon. The Maintenance Association shall also indemnify the Developer for any expense the Developer may incur in bringing any suit or action for the purpose of enforcing the rights of the Developer under any of The Lakes of Sarasota Documents or of compelling the specific enforcement of the terms, conditions and covenants contained in any of The Lakes of Sarasota Documents to be kept or performed by the Maintenance Association or the Owners. The costs and expense of fulfilling this covenant of indemnification set forth in this Paragraph shall be a Maintenance Expense, and may be the subject of a Special Assessment.

J. Failure or Refusal of Contributing Unit Owners to Pay Assessments

Funds needed for Maintenance Expenses due to the failure or refusal of Contributing Unit Owners to pay Assessments levied shall, themselves, be deemed to be Maintenance Expenses and may properly be the subject of a Special Assessment subject to the limitations thereon with respect to Contributing Units owned by the Developer.

K. Extraordinary Items

Extraordinary items of expense under The Lakes of Sarasota Documents, such as expenses due to casualty losses and other extraordinary circumstances may be the subject of a Special Assessment subject to the limitations thereon with respect to Contributing Units owned by the Developer.

L. Special Assessments - Capital Improvements

Amounts needed for capital improvements in excess of One Hundred Thousand Dollars (\$100,000.00) must be approved by the affirmative vote of a majority of all votes which the Representatives are collectively entitled to cast, except that no such approval need be obtained for a Special Assessment for the replacement or repair of previously existing structures, improvements or personal property on the Common Maintenance Areas.

M. Costs of Reserves

The funds necessary to establish an adequate reserve fund (the "Reserves") for depreciation and/or deferred maintenance of the Common Maintenance Areas and the facilities and improvements thereupon in amounts determined sufficient and appropriate by the Board from time to time shall be a Maintenance Expense. The Reserves shall be deposited in a separate account to provide such funds and reserves. The monies collected by the Maintenance Association on account of Reserves shall be and shall remain the exclusive property of the Maintenance Association and no Owner shall have any interest, claim or right to such Reserves or any fund composed of same. During the Initial Period, the Board need not include any Reserves in the Budget or Maintenance Expenses, and thereafter, by the affirmative vote of a majority of all votes which the Representatives are collectively entitled to cast, a decision may be made to include Reserves.

N. Miscellaneous Expenses

The costs of all items or costs or expense pertaining to or for the benefit of the Common Maintenance Areas or any part thereof, of the Maintenance Association, or otherwise incurred by the Maintenance Association in administering, operating, reconstructing, maintaining, repairing, or replacing the Common Maintenance Areas, or fulfilling any of its obligations or responsibilities pursuant to these Maintenance Covenants or any other of The Lakes of Sarasota Documents, not herein specifically enumerated and which is determined to be an appropriate item of Maintenance Expense by the Board shall be a Maintenance Expense.

ARTICLE IX

GENERAL PROVISIONS

A. Lawful Use of Committed Property

Each portion of the Committed Property will be subject to the Maintenance Association and each Owner will conform to and observe all laws, statutes, ordinances, rules and regulations of the United States of America, the State of Florida, the County and any and all other governmental and public authorities and boards or officers of the same relating to such Committed Property, any improvements thereon, or the use thereof and no illegal purpose or use shall be permitted on such Committed Property.

B. Incorporation of The Lakes of Sarasota Documents

Any and all deeds conveying a Lot, a Dwelling Unit or any other portion of the Committed Property shall be conclusively presumed to have incorporated therein all of the terms and conditions of the applicable The Lakes of Sarasota Documents, including, but not limited to, these

Maintenance Covenants, whether or not the incorporation of the terms and conditions of The Lakes of Sarasota Documents is specifically set forth by reference in such deed, and acceptance by the grantees of such a deed shall be deemed to be acceptance by such grantee of all of the terms and conditions of The Lakes of Sarasota Documents.

C. Notices

Any notice or other communication required or permitted to be given or delivered hereunder shall be deemed properly given and delivered upon the personal delivery or the mailing thereof by United States mail, postage prepaid, to: (i) any Owner, at the address of the person whose name appears as the Owner on the records of the Maintenance Association at the time of such mailing and in the absence of any specific address at the address of any Dwelling Unit owned by such Owner; and (ii) the Maintenance Association, at 1255 McIntosh Road, Sarasota, Florida 33582, or such other address as the Maintenance Association shall hereafter notify the Developer and the Owners of in writing; and (iii) the Developer at 1255 McIntosh Road, Sarasota, Florida 33582, or such other address or addresses as the Developer shall hereafter notify the Maintenance Association of in writing, any such notice to the Maintenance Association of a change in the Developer's address being deemed notice to the Owners. Upon request of an Owner, the Maintenance Association shall furnish to such Owner the then current address for the Developer as reflected by the Maintenance Association records.

A notice of each annual Maintenance Association meeting or special meeting, stating the purpose thereof, as well as the time and place where it is to be held, shall be served upon the Representatives of each Neighborhood Association as shown on the records of the Maintenance Association, at least forty (40) days prior to such meeting. The Representatives of each Neighborhood Association shall notify the members of each Neighborhood Association of a meeting of the Neighborhood Association members in the manner set forth in the Neighborhood Association's articles and by-laws or any other of The Lakes of Sarasota Documents when such is required pursuant to the notice received by the Representatives or as required pursuant to these Maintenance Covenants or any other of The Lakes of Sarasota Documents. A notice mailed or delivered in the manner provided herein shall be considered duly served.

Upon receipt by the Maintenance Association from any Institutional Mortgagee of a copy of the mortgage held by such Institutional Mortgagee on a Lot or Dwelling Unit, together with written request therefor from such Institutional Mortgagee specifying the address to which the following items are to be sent, the Maintenance Association shall timely send to such Institutional Mortgagee the following (until the Maintenance Association receives a written request from such Institutional Mortgagee to discontinue sending the following items or until the mortgage is discharged of record):

(i) A copy of any notice of a meeting of the Maintenance Association or of the Board which is thereafter sent to the Owner of such Dwelling Unit; and

(ii) A copy of any financial statement of the Maintenance Association which is thereafter sent to the Owner of such Dwelling Unit; and

(iii) Written notice of any termination by the Maintenance Association of any professional management of

the Common Maintenance Areas, and the assumption by the Maintenance Association of the self-management of the Common Maintenance Areas; provided, however, such assumption by the Maintenance Association of the self-management of Common Maintenance Areas shall not occur unless approved by the Owners of sixty-seven percent (67%) of the Dwelling Units and Lots and the Institutional Mortgagees holding first mortgages encumbering fifty-one percent (51%) of the Dwelling Units and Lots encumbered by such first mortgages, if such professional management has previously been required by such Institutional Mortgagees; and

(iv) Thirty (30) days' prior written notice of the cancellation or termination by the Maintenance Association of any policies of insurance covering the Common Maintenance Areas or any improvements thereon, or any fidelity bonds of the Maintenance Association as required pursuant to Article VIII, Paragraph C hereof, as well as copies of any notices of cancellation by others received by the Maintenance Association with respect thereto; and

(v) Written notice of any damage or destruction to the improvements located on the Common Maintenance Areas which affects a material portion of the Common Maintenance Areas; and

(vi) Written notice of any condemnation or eminent domain proceeding or proposed acquisition arising therefrom with respect to the Common Maintenance Areas; and

(vii) Written notice of any material amendment to, or the abandonment or termination of, these Maintenance Covenants in accordance with the terms hereof or of any proposed action which would require the consent of Institutional Mortgagees; and

(viii) Written notice of any failure by an Owner owning a Dwelling Unit or an Owner owning a Lot encumbered by a first mortgage held by such Institutional Mortgagee to perform his obligations under the Documents, including, but not limited to, any delinquency in the payment of any Assessments where such failure or delinquency has continued for a period of sixty (60) days.

The failure of the Maintenance Association to send any such notice to any such Institutional Mortgagees shall have no effect on any meeting, act or thing which was to have been the subject of such notice nor affect the validity thereof.

D. Telecommunications

The Developer hereby reserves unto itself and its designees, assignees and licensees the right (though no obligation is hereby assumed) to construct and/or install over, across and upon any portion of the Committed Property for the use of the Owners and their permitted or authorized guests, invitees, tenants and family members a central or master telecommunications receiving and distribution system ("System") the exact description, location and nature of which have not yet been fixed nor determined. For the purpose of authorizing, permitting and allowing the Developer to cause the System to be constructed and installed and thereafter inspected, repaired, maintained, altered, improved and replaced, the Developer shall have and hereby reserves to itself and its successors and assigns a perpetual and exclusive right, privilege, easement and right-of-way for the installation, construction and maintenance of a System (the scope, extent, size and the location of which over, across, upon and through the

Committed Property shall be determined solely by the Developer, its successors and assigns) together with a perpetual and exclusive right and privilege of: (i) unlimited ingress and egress thereto for the purpose of temporarily and permanently installing, constructing, inspecting, testing, repairing, servicing, maintaining, altering, moving, improving and replacing the facilities and equipment constituting the System including, without limitation, any towers, antennas, conduits, wires, cables, lines, panels, boxes, housings, connections, insulators and amplifiers necessary or desirable to receive and distribute telecommunications, including, without limitation, television and radio signals, electronic banking, fire, police and medical protection; and (ii) transmitting within The Lakes of Sarasota telecommunications via the System (the facilities and equipment of which shall be owned and exclusively controlled by the Developer, its successors and assigns) for such lawful rates, fees and charges and upon such terms and conditions as may be fixed from time to time by the Developer, its successors or assigns, provided that same shall be uniformly applicable to the Owners and occupants of The Lakes of Sarasota; and (iii) assigning, transferring and/or delegating to any person(s), firm(s), corporation(s) or other entity(ies) of the Developer's choice, the rights, privileges and easements, and the obligations related thereto, of installing, constructing and maintaining the System and of transmitting, over and through the equipment and facilities thereof, all or any part of the telecommunications signals transmitted or received by or through such System.

Each Owner of any property in The Lakes of Sarasota (by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance) consents, agrees to and shall be bound by the exclusive rights, privileges, easements and rights-of-way reserved to and vested in the Developer, its successors and assigns pursuant to the provisions of this Paragraph D with all of such rights, privileges, easements and rights-of-way being deemed reserved to the Developer and excepted from any conveyance or dedication by the Developer of any portion of the Committed Property.

Notwithstanding anything to the contrary contained in this Paragraph D, the Developer shall not have any right to cause any buildings or other permanent facilities constructed within The Lakes of Sarasota in accordance with these Maintenance Covenants and the other of The Lakes of Sarasota Documents to be altered or detrimentally affected by any construction or installation of the System or any of the facilities, equipment or parts thereof, nor shall the Developer have the right to construct or install the System or any parts thereof under any then-existing structures or buildings so built in accordance with the said The Lakes of Sarasota Documents provided that the foregoing shall not preclude the Developer or its successors or assigns from making minor alterations to then-existing improvements other than buildings (such as, but not limited to, alteration or temporary removal of a fence or a portion thereof) provided that same is repaired and/or restored as the case may be by the Developer or its successors or assigns at their expense within a reasonable time thereafter.

E. Management Agreement

In the event the Maintenance Association enters into a Management Agreement (the "Management Agreement") for the management of the Common Maintenance Areas, each Dwelling Unit Owner or Lot Owner, his heirs, successors and

assigns shall be bound by the said Management Agreement to the same extent and effect as if he had executed said Management Agreement for the purposes therein expressed, including, but not limited to: adopting, ratifying and confirming to the execution thereof by the Maintenance Association; covenanting to perform each of the undertakings to be performed by Owners as provided for thereunder; and agreeing that the persons acting as Governors and officers of the Maintenance Association entering into such Management Agreement have not breached any of their duties or obligations to the Maintenance Association. It is specifically recognized that the persons comprising the Governors and officers of the Maintenance Association initially may be the owners of all of the stock of the management company and that such circumstances shall not and cannot be construed or considered as a breach of their duties and obligations to the Maintenance Association nor as possible grounds to invalidate the Management Agreement in whole or in part, if one is entered into.

P. Enforcement

The covenants and restrictions herein contained or contained in any of The Lakes of Sarasota Documents may be enforced by the Developer (until the Maintenance Turnover Date), the Maintenance Association, any Neighborhood Association, any Owner(s), and any Institutional Mortgagee in any judicial proceeding seeking any remedy recognizable at law or in equity, including damages, injunction, or any other form of relief against any person, firm or entity violating or attempting to violate any covenant, restriction or provision hereunder. The failure by any party to enforce any such covenant, restriction or provision herein contained shall in no event be deemed a waiver of such covenant, restriction or provision or of the right of such party to thereafter enforce such covenant, restriction or provision. The prevailing party in any such litigation shall be entitled to all costs thereof including, but not limited to, reasonable attorneys' fees.

G. Captions, Headings and Titles

Articles and paragraph captions, headings and titles inserted throughout these Maintenance Covenants are intended as a matter of convenience only and in no way shall such captions, headings or titles define, limit, or in any way affect the subject matter or any of the terms and provisions thereunder nor the terms and provisions of these Maintenance Covenants.

H. Context

Whenever the context so requires or admits, any pronoun used herein may be deemed to mean the corresponding masculine, feminine or neuter form thereof and the singular form of any nouns and pronouns herein may be deemed to mean the corresponding plural form thereof and vice versa.

I. Attorneys' Fees

Any provision in these Maintenance Covenants for the collection or recovery of attorneys' fees shall be deemed to include, but not be limited to, attorneys' fees for the attorneys' services through and including all trial and appellate levels and, unless the context clearly indicates a contrary intention, whether or not suit is instituted.

J. Severability

In the event any of the provisions of these

Maintenance Covenants shall be deemed invalid by a court of competent jurisdiction, said judicial determination shall in no way affect any of the other provisions hereof, which shall remain in full force and effect and any provisions of these Maintenance Covenants deemed invalid by a court of competent jurisdiction by virtue of the term or scope thereof shall be deemed limited to the maximum term and scope permitted by law. In the event any of the provisions of these Maintenance Covenants shall have more than one interpretation, one (or more) of which is deemed invalid by a court of competent jurisdiction, said provision(s) shall remain in full force and effect given only such interpretation(s) as judicially determined valid. Further, the invalidation of any of the covenants or restrictions or terms and conditions of these Maintenance Covenants or reduction in the scope or term of the same by reason of judicial application of the legal rules against perpetuities or otherwise shall in no way affect any other provision which shall remain in full force and effect for such period of time and to such extent as may be permitted by law.

K. Amendment and Modification

The process of amending or modifying these Maintenance Covenants shall be as follows:

1. Until the Maintenance Turnover Date, except as hereinafter provided in this Paragraph 1, all amendments or modifications may be made by the Developer without the requirement of the Maintenance Association's consent or the consent of the Owners; provided, however, that the Maintenance Association shall, forthwith upon request of the Developer, join in any such amendments or modifications and execute such instruments to evidence such joinder and consent as the Developer shall, from time to time, request.

2. After the Maintenance Turnover Date, these Maintenance Covenants may be amended (i) by the consent of the Owners of two-thirds (2/3rds) of all Contributing Units together with (ii) the approval or ratification of a majority of the Board. The aforementioned consent of the Owners may be evidenced by a writing signed by the required number of Owners or by the affirmative vote of the required number of Owners at any regular or special meeting of the Maintenance Association called and held in accordance with the Maintenance By Laws evidenced by a certificate of the Secretary or an assistant secretary of the Maintenance Association. At any such meeting, the Owners (who are also the Members), shall act through their Representatives.

3. Amendments for correction of scrivener's errors or other non-material changes may be made by the Developer alone until the Maintenance Turnover Date and thereafter by the Board without the need of consent of the Owners.

4. Notwithstanding the foregoing provisions of this Paragraph K, no amendment to these Maintenance Covenants shall be effective which shall impair or prejudice the rights or priorities of Developer, the Maintenance Association, or of any Institutional Mortgagee under these Maintenance Covenants or any other of The Lakes of Sarasota Documents without the specific written approval of such Developer, the Maintenance Association or Institutional Mortgagee affected thereby. Additionally, the approval of at least sixty-seven percent (67%) of the Owners or Institutional Mortgagees (based upon number of Dwelling Units owned or upon which a mortgage is held by an Institutional Mortgagee) shall be required to materially amend any provisions of these Maintenance Covenants or to

add any material provision hereto, which establish, provide for, govern or regulate any of the following: (i) the method of determining the obligations, assessments, or other charges levied against an Owner; (ii) the abandonment, partition, subdivision, alienation, release, transfer or encumbrance of Common Maintenance Areas, other than as provided in Article III, Paragraph A.2; (iii) change or abandon the scheme for maintenance, repair and replacement of the Common Maintenance Areas in such manner as to materially alter the general plan of development for The Lakes of Sarasota; (iv) decrease minimum hazard insurance requirements for Common Maintenance Areas; (v) waive or abandon the regulations or enforcement of Design Rules or enforcement thereof pertaining to architectural design of Dwelling Units, in such manner as to materially affect the general plan of development for The Lakes of Sarasota.

5. A true copy of any amendment to these Maintenance Covenants shall be sent certified mail (herein called the "Mailing") by the Maintenance Association to the Developer and to all Institutional Mortgagees requesting notice pursuant to Paragraph C hereinabove of this Article. The amendment shall become effective upon the recording of a Certificate of Amendment to these Maintenance Covenants setting forth the amendment or modification amongst the Public Records of the County, but the certificate shall not be recorded until thirty (30) days after the Mailing, unless such thirty-day period is waived in writing by the Developer and all Institutional Mortgagees.

L. Condemnation

In the event the Maintenance Association receives any award or payment arising from any taking of the Common Maintenance Areas or any part thereof as a result of the exercise of the right of condemnation or eminent domain, the net proceeds thereof shall first be applied to the restoration of the remaining Common Maintenance Areas and improvements thereon to the extent deemed advisable by the Maintenance Association and the remaining balance of such net proceeds, if any, shall then be held by the Maintenance Association for the use of the Maintenance Association.

M. Term

These Maintenance Covenants and the terms, provisions, conditions, covenants, restrictions, reservations, regulations, burdens, benefits and liens contained herein, including, without limitation, the provisions for assessments of the Maintenance Expenses shall run with and bind the Committed Property (including all portions of the Total Property which are now, or hereafter become, Committed Property) and inure to the benefit of the Developer, the Maintenance Association, Owners, Institutional Mortgagees and their respective legal representatives, heirs, successors and assigns for a term of ninety-nine (99) years from the date of the recording of these Maintenance Covenants shall be automatically renewed and extended for successive periods of ten (10) years each unless at least one (1) year prior to the termination of such ninety-nine (99) year term or any such ten (10) year extension there is recorded amongst the Public Records of the County, an instrument ("Termination Instrument") signed by the Owners of at least two-thirds (2/3rds) of all Contributing Units and the Institutional Mortgagees holding at least two-thirds (2/3rds) of all first mortgages (by number and not by unpaid amount thereof) encumbering the Contributing Units agreeing to terminate these Maintenance Covenants, upon which event these Maintenance Covenants shall be terminated upon the expiration of the ninety-nine

(99) year term or the ten (10) year extension thereof during which the Termination Instrument is recorded.

IN WITNESS WHEREOF, these Maintenance Covenants for The Lakes of Sarasota have been signed by the Developer and 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

By:

Attest:

(SEAL)

THE LAKES OF SARASOTA
MAINTENANCE ASSOCIATION, INC.,
f/k/a The Lakes Maintenance
Association, Inc.

By:

Attest:

(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, L.C. Schiereck and Robert E. Arnou, the Exec. Vice Pres. 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 19th day of December, 1983.

Diane E. Richards
Notary Public

My Commission Expires:

(SEAL)

Notary Public, State of Florida at Large
My Commission Expires Aug. 24, 1987
BONDED THROUGH AGENTS' NOTARY BROKERAGE

STATE OF FLORIDA)
COUNTY OF Pinellas) SS.:

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to take acknowledgments, L.C. Schiereck and Donald Fleaster, the Vice President and

O.R. 1641 PG 0637

Secretary, respectively, of THE LAKES OF SARASOTA MAINTENANCE ASSOCIATION, INC. f/k/a The Lakes Maintenance Association, 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 17th day of December, 1983.

Deane E. Richard
Notary Public

My Commission Expires

Notary Public, State of Florida at Large
My Commission Expires Aug. 24, 1987
BONDED THROUGH AGENT'S NOTARY BACKLOG

(SEAL)

O.R. 1641 PG 0638

EXHIBIT "A"

MAINTENANCE ASSOCIATION

"TOTAL PROPERTY"

O.R. 1641 PG 0639

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

Entire Properties:

A parcel of land, situate in Sections 26 & 27, Twp. 36 S., Rge. 18 E., Sarasota County, Florida, being part of lots 1, 2 & 8 of the Platted subdivision of the 1/2 of the SE 1/4 of Section 27 as recorded in Plat Book 5 at Page 25 of the Public Records of Sarasota County, Florida and that part of the SE 1/4 of said Section 26, and being more particularly bounded and described as follows:

Commence at the NE corner of the SE 1/4 of said Section 27; thence S 0° 15' 00" W along the section line between Sections 26 & 27 126.02' to the SW 1/4 R/W of Sarasota-Fruitville Drainage District R/W (100' wide) for a P.O.B.; thence S 51° 04' 25" E along said R/W 1953.62' to the NW 1/4 R/W of Lateral "AA", Sarasota-Fruitville Drainage District R/W (52' wide); thence S 40° 58' 02" W along said NW 1/4 R/W 1747.15' to a P.I. in said Lateral; thence along the N 1/4 R/W of said Lateral "AA" S 89° 59' 30" W 386.08' and S 89° 39' 55" W 375.51' to the E 1/4 R/W of McIntosh Road (existing 80' R/W) lying 30' E 1/4 from centerline; thence N 0° 20' 05" W along said E 1/4 R/W 0.89' to the P.C. of a curve; thence NW 1/4 along arc of said curve, having a radius of 602.96' through a central angle of 29° 48' 12", 513.64' to the P.T.; thence N 50° 08' 17" W, 145.06' to the P.C. of a curve concave to the NE having a radius of 542.96'; thence NW 1/4 along arc of said curve, through a central angle of 30° 00' 00", 284.29' to the P.T.; thence N 0° 08' 17" E, 1947.00' to the S 1/4 R/W of Bahia Vista Street (50' R/W); thence N 89° 04' 05" E along said S 1/4 R/W 394.14' to the said SE 1/4 R/W of Sarasota-Fruitville Drainage District R/W (100' wide); thence S 51° 04' 25" E along said SW 1/4 R/W 157.57' to the P.O.B.

Containing 55.413 acres of land, more or less.

The above described parcel being bounded as follows:

On the North by S 1/4 R/W of Bahia Vista Street; Northeastly by the SW 1/4 R/W of Main "A", Sarasota-Fruitville Drainage District (100' R/W); Southeastly and South by Lateral "AA", Sarasota-Fruitville Drainage District (52' wide) and East by the E 1/4 R/W of McIntosh Road.

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

And:

A parcel of land situate in Section 26, Twp. 36 S., Rge. 18 E., Sarasota County, Florida, being that part of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ and the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of said Section 26, and being more particularly bounded and described as follows:

O.R. 1641 PG 0640 Beginning at a found concrete monument at the SE corner of the SW $\frac{1}{4}$ of said Section 26; thence S 89° 39' 30" W along the south line of said Section 26, 1035.59' to the SE corner of the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of said Section 26; thence N 0° 07' 48" E along the East line of said NW $\frac{1}{4}$, 680.96'; thence S 89° 40' 06" W along the North line of said NW $\frac{1}{4}$, 345.38'; thence S 0° 06' 53" W along the West line of said NW $\frac{1}{4}$, 681.02' to the said south line of Section 26; thence S 89° 39' 30" W along said south line 971.17' to the SE'ly R/W of Lateral "AA", Sarasota-Fruitville Drainage District R/W (52' wide); thence N 40° 58' 02" E along the said SE'ly R/W of Lateral "AA", 1772.53' to the SW'ly R/W of Sarasota-Fruitville Drainage District R/W (100' R/W); thence S 51° 04' 23" E along said SW'ly R/W 1530.52' to the East line of said SW $\frac{1}{4}$; thence S 0° 10' 34" W along said East line 362.52' to the P.O.B.

Containing 55.515 acres of land, more or less.

The above described parcel being bounded as follows:

On the Northeast by SW R/W of Main "A", Sarasota-Fruitville Drainage District (100' R/W); East by the East line of the SW $\frac{1}{4}$ of said Section 26; South by the South line of said Section 26 and the Northwest by the SE'ly R/W of Lateral "AA", Sarasota-Fruitville Drainage District (52' wide).

155' the NW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of said Section 26.

And:

A parcel of land situate in Section 26, Twp. 36 S., Rge. 18 E., Sarasota County, Florida, being the NW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of the SE $\frac{1}{4}$ of the SW $\frac{1}{4}$ of said Section 26, and being more particularly bounded and described as follows:

Commence at a found concrete monument at the SE corner of the SW $\frac{1}{4}$ of said Section 26; thence S 89° 39' 30" W along the south line of said Section 26, 1035.59' for a P.O.B.; thence continue S 89° 39' 30" W along said south line 345.20'; thence N 0° 06' 53" E 681.02'; thence N 89° 40' 06" E 345.38'; thence S 0° 07' 48" W 680.96' to the P.O.B.

Containing 5.398 acres of land, more or less.

And:

A parcel of land situate in Section 35, Twp. 36 S., Rge. 18 E., Sarasota County, Florida, being Lot 2134, Unit 18, Sarasota Springs Subd., as recorded in Plat Book 9 at Page 77 of the Public Records of Sarasota County, Florida.

Containing 7500 sq. ft. (0.172 acres) of land, more or less.

LESS AND EXCEPT THEREFROM THE FOLLOWING DESCRIBED PARCEL OF LAND:

DESCRIPTION: LIFT STATION SITE

A parcel of land lying in Section 26, Twp. 36 S., Rge. 13 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 Section 26 for a distance of 126.02' to a point on the SW'LY R/W line of 100' drainage R/W for Sarasota County Phillippi Creek Main "A"; thence S 51° 04' 23" E, along said SW'ly drainage R/W line, 1953.62' to its intersection with the NW'ly R/W line of Phillippi Creek Lateral "A-A", Sarasota County 52' R/W; thence S 40° 58' 02" W, along said NW'ly drainage R/W line, 220.35' for a P.O.B.; thence continue S 40° 58' 02" W, along said R/W, 56.00'; thence N 73° 12' 51" W, 27.41'; thence N 40° 58' 02" E, 67.23'; thence S 49° 01' 53" E, 25.00' to the P.O.B.

Containing 0.0354 acres, more or less.

Together with 20' access and utility easement being described herein.

Together with A 20' utility force main easement being described herein.

O.R. 841 PG 0642

SUBJECT TO

ALL OF THE FOLLOWING DESCRIBED EASEMENTS:

EASEMENT "A"

DESCRIPTION OF A 20 FT. UTILITY, MAINTENANCE AND ACCESS EASEMENT:

a 20' utility, maintenance and access easement lying in Section 26, Twp. 36 S., Rge. 18 E., Sarasota County, Florida, lying 10' right and 10' left of the following described centerline:

O.R. 1841 PG 0643 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 Section 26 for a distance of 126.02' to a point on the SW $\frac{1}{4}$ ly R/W line of 100' drainage R/W for Sarasota County Phillippi Creek Main "A"; thence S 51° 04' 23" E, along said SW $\frac{1}{4}$ ly drainage R/W line, 1059.44'; thence S 38° 55' 37" W, 273.27' for a P.O.B.; thence S 33° 38' 05" E, 101.78'; thence S 32° 50' 12" E, 298.86'; thence S 54° 38' 47" E, 250.07'; thence S 76° 23' 04" E, 253.21' to the Point of Termination lying on the NW $\frac{1}{4}$ ly boundary of lift station site parcel and located N 40° 53' 02" E, 13.55' from the NW $\frac{1}{4}$ ly corner of said parcel.

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

EASEMENT "B"

DESCRIPTION OF A 20 FT. UTILITY, MAINTENANCE AND ACCESS EASEMENT:

A 20' UTILITY, MAINTENANCE AND ACCESS EASEMENT LYING IN SECTION 26, TWP. 36 S., RGE. 18 E., SARASOTA COUNTY, FLORIDA, LYING 10' RIGHT AND 10' LEFT OF THE FOLLOWING DESCRIBED CENTERLINE:

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 SECTION 26 FOR A DISTANCE OF 126.02' TO A POINT ON THE SW $\frac{1}{4}$ LY R/W LINE OF 100' DRAINAGE R/W FOR SARASOTA COUNTY PHILLIPPI CREEK MAIN "A"; THENCE S 51° 04' 23" E, ALONG SAID SW $\frac{1}{4}$ LY DRAINAGE R/W LINE, 1059.44'; THENCE S 38° 55' 37" W, 273.27' FOR A P.O.B.; THENCE N 33° 38' 05" W, 196.13'; THENCE N 63° 04' 21" W, 261.79'; THENCE N 53° 17' 10" W, 399.26' TO A POINT HEREINAFTER REFERRED TO AS POINT "A"; THENCE N 43° 02' 57" W, 395.47'; THENCE N 71° 38' 08" W, 161.80' TO A POINT OF TERMINATION; THENCE RETURN TO AFOREMENTIONED POINT "A"; THENCE S 22° 23' 24" W, 110.00' TO A POINT OF TERMINATION AND END OF DESCRIPTION.

EASEMENT "C"

DESCRIPTION OF 20 FT. UTILITY FORCE MAIN EASEMENT:

A 20' utility force main easement extending from the NE $\frac{1}{4}$ ly boundary line of the lift station site parcel to the SW $\frac{1}{4}$ ly R/W line of 100' drainage R/W for Sarasota County Phillippi Creek Main "A", lying and being in Section 26, Twp. 36 S., Rge. 18 E., Sarasota County, Florida, lying 10' right and 10' left of the following described centerline:

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 Section 26 for a distance of 126.02' to a point on the SW $\frac{1}{4}$ ly R/W line of 100' drainage R/W for Sarasota County Phillippi Creek Main "A"; thence S 51° 04' 23" E, along said SW $\frac{1}{4}$ ly drainage R/W line, 1943.62' for a P.O.B.; thence S 40° 58' 02" W, parallel with and lying 10.00' NW $\frac{1}{4}$ ly therefrom the NW $\frac{1}{4}$ ly R/W line of Phillippi Creek Lateral "A-A", Sarasota County 52' R/W, for a distance of 220.49' to the Point of Termination lying on the NE $\frac{1}{4}$ ly boundary of lift station site parcel and located N 49° 01' 58" W, 10.00' from the West E $\frac{1}{4}$ ly corner of said parcel.

DESCRIPTION OF LAKE NO. 1 DRAINAGE EASEMENT:

A drainage easement lying and being in Sections 26 and 27, Twp. 36 S., Rge. 18 E., Sarasota County, Florida being further described as follows:

Commence at the NW corner of SW $\frac{1}{4}$ of said Section 26 (NE corner SE $\frac{1}{4}$ of said Section 27); thence S 0° 15' 06" W, along the West line of said Section 26 (East line of said Section 27) for a distance of 739.87' for a P.O.B., said P.O.B. being a point on a curve concave to the SW whose radius point is located S 26° 29' 57" W, 1310.00'; thence SE'ly along arc of said curve, through a central angle of 45° 30' 43", 1040.58' to the P.C.C. of a curve concave to the NW'ly having a radius of 60.00'; thence SW'ly along arc of said curve, through a central angle of 142° 59' 20", 149.74'; thence N 55° 00' 00" W, 370.74'; thence N 44° 21' 37" W, 291.96' to a point on a curve concave to the SW'ly whose radius point is located S 55° 53' 20" W, 347.79'; thence NW'ly along arc of said curve, through a central angle of 44° 25' 55", 269.71' to the P.R.C. of a curve concave to the NE'ly having a radius of 100.00'; thence NW'ly along arc of said curve, through a central angle of 78° 24' 19", 136.84' to the P.T.; thence N 0° 08' 17" W, 122.16' to the P.C. of a curve concave to the SE'ly having a radius of 100.00'; thence NE'ly along arc of said curve, through a central angle of 111° 50' 10", 195.19' to the P.C.C. of a curve concave to the SW'ly having a radius of 1310.00'; thence SE'ly along arc of said curve, through a central angle of 4° 48' 04", 109.77' to the P.O.B.

Said easement encompassing 7.2636 acres, more or less.

O.R. 1641 PG 0644

DESCRIPTION OF LAKE ACCESS EASEMENT:

An easement for access to proposed lake lying and being in Section 27, Twp. 36 S., Rge. 18 E., Sarasota County, Florida being further described as follows:

Commence at the NE corner of 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 line of proposed R/W for McIntosh Road (proposed 100' R/W), 590.69'; thence N 44° 51' 43" E, along the S'ly line of a private road easement, 56.57'; thence N 89° 51' 43" E, continuing along said S'ly line of Private Road Easement, 272.50' to the P.C. of a curve concave to the N'ly having a radius of 200.00'; thence continue along said S'ly line of Private Road Easement and arc of said curve, through a central angle of 5° 01' 11", 17.52' for a P.O.B.; thence continue E'ly along arc of same curve and S'ly line of Private Road Easement, through a central angle of 8° 54' 44", 31.11'; thence S 19° 14' 40" E, 153.27' to a point on drainage easement for Lake No. 1, said point being a point on a curve concave to the SE whose radius point lies S 26° 21' 18" E, 100.00'; thence SW'ly along said drainage easement for Lake No. 1 and arc of said curve, through a central angle of 28° 18' 39", 49.41'; thence N 54° 39' 57" W, 53.49'; thence N 0° 08' 17" W, 140.35' to the P.O.B.

Said easement encompassing 0.2107 acres, more or less.

O.R. 1041 PG 0645

O.R. 1641 PG 0645

DESCRIPTION: INGRESS AND EGRESS EASEMENT "A"

AN EASEMENT FOR INGRESS AND EGRESS IN SECTION 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 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 LINE OF PROPOSED R/W FOR MCINTOSH ROAD (PROPOSED 100' R/W), 355.28' FOR A P.O.B. OF EASEMENT "A"; THENCE N 89° 51' 43" E, 295.00'; THENCE S 19° 14' 40" E, 200.58' TO A POINT ON A CURVE CONCAVE TO THE N'LY WHOSE RADIUS POINT IS LOCATED N 14° 04' 12" W, 200.00'; THENCE W'LY ALONG ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 13° 55' 55", 48.63' TO THE P.T.; THENCE S 89° 51' 43" W, 272.50'; THENCE S 44° 51' 43" W, 56.57'; THENCE N 0° 8' 17" W, ALONG SAID PROPOSED E'LY R/W LINE FOR MCINTOSH ROAD, 235.41' TO THE P.O.B.

SAID EASEMENT ENCOMPASSING 1.4913 ACRES, MORE OR LESS.

O.R. 1641 PB 0647

DESCRIPTION OF A 20 FT. PLANTING SCREEN EASEMENT:

A 20' planting screen easement lying and being in Section 27, Twp. 36 S., Rge. 18 E., Sarasota County, Florida being further 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 line of proposed R/W for McIntosh Road (proposed 100' R/W), 590.69' for a P.O.B.; thence N 44° 51' 43" E, along the S'ly line of a private access easement, 28.28'; thence S 0° 08' 17" E, along a line parallel with and 70' E'ly from "centerline" of McIntosh Road as delineated per Plat of Tamaron, Unit No. 4, recorded in Plat Book 25, Page 19, Public Records of Sarasota County, Florida for a distance of 1401.68' to the P.C. of a curve concave to the NE having a radius of 502.96'; thence SE'ly along arc of said curve, through a central angle of 30° 00' 00", 265.35' to the P.T.; thence S 30° 08' 17" E, 143.06' to the P.C. of a curve to the left having a radius of 642.96'; thence SE'ly along arc of said curve, through a central angle of 29° 48' 12", 354.45' to the P.T.; thence S 0° 20' 05" E, 0.89' to the N'ly line of Phillippi Creek Lateral "A-A", Sarasota County 52' R/W; thence S 89° 39' 55" W, along said N'ly line of Lateral "A-A", 20.00' to the proposed E'ly R/W line for Bahia Vista Street (lying 50' E'ly from said centerline of McIntosh Road); thence N 0° 20' 05" W, along said proposed R/W line, 0.89' to the P.C. of a curve concave to the SW'ly having a radius of 622.96'; thence NW'ly along arc of said curve and said proposed R/W line, through a central angle of 29° 48' 12", 324.04' to the P.T.; thence N 30° 08' 17" W, along said proposed R/W, 143.06' to the P.C. of a curve to the right having a radius of 522.96'; thence NW'ly along arc of said curve and said proposed R/W line, through a central angle of 30° 00' 00", 273.82' to the P.T.; thence N 0° 08' 17" W, continuing along said proposed E'ly R/W line for McIntosh Road, 1381.68' to the P.O.B.

Less that portion thereof for

private road crossing.

DESCRIPTION OF A 20 FT. PLANTING SCREEN EASEMENT:

A 20' planting screen easement lying and being in Section 27, Twp. 36 S., Rge. 18 E., Sarasota County, Florida being further described as follows:

O.R. 1841 PG 0648

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, 153.50' to its intersection with the SW'ly R/W of Phillippi Creek Main "A", Sarasota County Drainage R/W (100' wide); thence S 51° 04' 23" E, along said SW'ly drainage R/W line, 78.01' for a P.O.B.; thence continue along said drainage R/W line S 51° 04' 23" E, 31.20'; thence S 89° 04' 03" W, along a line parallel with and 70.00' S'ly from the centerline of Bahia Vista Street, 508.66'; thence S 0° 08' 17" E, along a line parallel with and 70' E'ly from centerline of McIntosh Road as delineated per Plat of Tamaron, Unit No. 4, recorded in Plat Book 25, Page 19, Public Records of Sarasota County, Florida for a distance of 500.96'; thence S 44° 51' 43" W, 28.28'; thence N 0° 08' 17" W, along proposed R/W line for McIntosh Road (being parallel with and lying 50' E'ly from said centerline of McIntosh Road) for a distance of 540.69'; thence N 89° 04' 03" E, along the proposed R/W line for Bahia Vista Street (being parallel with and lying 50.00' S'ly from said centerline of Bahia Vista Street), 504.43' to the P.O.B.

Less and excepting lands of Condominium ownership which may extend into above described easement.

Less that portion thereof for private road crossing.

O.R. 1641 PB 0649

EXHIBIT "B"

MAINTENANCE ASSOCIATION

"COMMITTED PROPERTY"

DESCRIPTION: A PART OF "THE LAKES" HOMEOWNERS ASSOCIATION AREA

A PARCEL OF LAND LYING IN SECTION 26 AND SECTION 27, TWP. 36 S.,
RGE. 18 E., SARASOTA COUNTY, FLORIDA, BEING DESCRIBED AS FOLLOWS:

O.R. 1641 PG 0650

COMMENCE AT THE NE CORNER OF THE SE¼ OF SAID SECTION 27; THENCE
S 89° 04' 03" W, ALONG THE NORTH LINE OF SAID SE¼ OF SECTION 27
AND THE CENTERLINE OF BAHIA VISTA STREET, 365.85'; THENCE S 0° 55'
57" E, 70.00' FOR A P.O.B.; THENCE CONTINUE S 0° 55' 57" E, 80.65';
THENCE S 71° 38' 08" E, ALONG THE NE'LY LINE OF A 20' UTILITY EASE-
MENT, 91.94' TO A POINT ON A CURVE CONCAVE TO THE SW'LY WHOSE RADIUS
POINT IS LOCATED S 30° 01' 38" E, 40.00'; THENCE SE'LY ALONG ARC OF
SAID CURVE, THROUGH A CENTRAL ANGLE OF 152° 09' 19", 106.22';
THENCE S 43° 23' 40" E, ALONG SAID NE'LY LINE OF A 20' UTILITY EASE-
MENT, 147.71' TO THE P.C. OF A CURVE CONCAVE TO THE SW'LY HAVING A
RADIUS OF 173.52'; THENCE SE'LY ALONG ARC OF SAID CURVE, THROUGH A
CENTRAL ANGLE OF 36° 01' 39", 109.11' TO THE P.R.C. OF A CURVE CON-
CAVE TO THE NE'LY HAVING A RADIUS OF 25.00'; THENCE SE'LY ALONG ARC
OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 74° 31' 36", 32.52' TO
THE P.R.C. OF A CURVE CONCAVE TO THE SW'LY HAVING A RADIUS OF
329.01'; THENCE SE'LY ALONG ARC OF SAID CURVE, THROUGH A CENTRAL
ANGLE OF 36° 27' 42", 209.38'; THENCE S 26° 47' 29" W, 222.67' TO A
POINT ON THE NE'LY LINE OF "LAKE DRAINAGE EASEMENT", SAID POINT
BEING ON A CURVE CONCAVE TO THE SW WHOSE RADIUS POINT IS LOCATED
S 28° 10' 08" W, 1310.00'; THENCE NW'LY ALONG ARC OF SAID CURVE AND
SAID NE'LY LINE OF "LAKE DRAINAGE EASEMENT", THROUGH A CENTRAL ANGLE
OF 6° 28' 15", 147.95' TO THE P.C.C. OF A CURVE CONCAVE TO THE SE'LY
HAVING A RADIUS OF 100.00'; THENCE SW'LY ALONG ARC OF SAID CURVE,
THROUGH A CENTRAL ANGLE OF 48° 03' 11", 83.87'; THENCE N 19° 14'
40" W, 396.85'; THENCE N 19° 00' 00" E, 84.20'; THENCE N 35° 00'
00" W, 59.59'; THENCE S 89° 04' 03" W, 60.41'; THENCE S 19° 00'
00" W, 13.14'; THENCE S 89° 04' 03" W, 189.78'; THENCE N 0° 08' 17" W
ALONG THE E'LY LINE OF A 20' PLANTING SCREEN EASEMENT, SAID E'LY
LINE BEING PARALLEL WITH AND 70.00' E'LY THEREFROM THE CENTERLINE
OF MCINTOSH ROAD, FOR A DISTANCE OF 102.36'; THENCE N 44° 27' 53" E,
42.72'; THENCE N 89° 04' 03" E, ALONG THE S'LY LINE OF A 20' LAND-
SCAPING/BUFFER EASEMENT BEING PARALLEL WITH AND LYING 70.00' S'LY
THEREFROM SAID CENTERLINE OF BAHIA VISTA STREET, FOR A DISTANCE OF
10.07'; THENCE N 0° 55' 57" W ALONG THE W'LY LINE OF CONDOMINIUM
OWNERSHIP LINE FOR UNIT 1-1, "THE LAKES CONDOMINIUM 1", HEREIN DES-
CRIBED FOR A DISTANCE OF 2.21'; THENCE N 89° 04' 03" E, ALONG THE
N'LY LINE OF SAID CONDOMINIUM UNITS 1-1 & 1-2 FOR A DISTANCE OF
74.50'; THENCE S 0° 55' 57" E, ALONG THE E'LY LINE OF SAID CONDO-
MINIUM UNIT 1-2 FOR A DISTANCE OF 2.21'; THENCE N 89° 04' 03" E,
ALONG SAID S'LY LINE OF 20' LANDSCAPING/BUFFER EASEMENT, 13.40';
THENCE N 0° 55' 57" W, ALONG THE W'LY LINE OF CONDOMINIUM UNIT 2-1,
FOR A DISTANCE OF 1.61'; THENCE N 89° 04' 30" E, ALONG THE N'LY LINE
OF CONDOMINIUM UNIT 2-1 & 2-2, FOR A DISTANCE OF 69.50'; THENCE
S 0° 55' 57" E, ALONG THE E'LY LINE OF SAID UNIT 2-2 FOR A DISTANCE
OF 1.61'; THENCE N 89° 04' 15" E, ALONG SAID S'LY LINE OF 20' MAIN-
TENANCE EASEMENT, 15.00' TO THE P.O.B.

CONTAINING 3.3822 ACRES, MORE OR LESS.
LESS LANDS OF CONDOMINIUM OWNERSHIP AS DESCRIBED HEREIN WHICH CON-
TAIN 1.0546 ACRES WHICH EQUALS A FINAL NET ACREAGE OF 2.3276 ACRES,
MORE OR LESS.

SUBJECT TO ALL THE FOLLOWING AS MAY BE SHOWN AND/OR DESCRIBED HEREIN:

- 1) A 20' UTILITY, MAINTENANCE AND ACCESS EASEMENT.
- 2) ANY OTHER EASEMENTS OR RIGHTS-OF-WAY OF RECORD, IF ANY.
- 3) ANY FUTURE EASEMENTS WHICH MAY BE DEEMED NECESSARY IN THE

RECORDED'S ACKNOWLEDGMENT of writing, typing or
printing for reproductive purpose may be unsatisfactory
to this document when received.

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:

O.R. 1641 PG 0651

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 CONDOMINIUM 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 1.50'; 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 60.00'; 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.

SUBJECT TO ALL THE FOLLOWING AS MAY BE SHOWN AND/OR DESCRIBED HEREIN:

- 1) 20' PLANTING SCREEN EASEMENT.
- 2) INGRESS AND EGRESS EASEMENT "A".
- 3) PRIVATE DRIVES FOR ACCESS.
- 4) LAKE ACCESS EASEMENT.
- 5) LAKE DRAINAGE EASEMENT.
- 6) FUTURE LAND(S) OF CONDOMINIUM OWNERSHIP WHICH MAY OVERLAY INTO ABOVE DESCRIPTION.
- 7) ANY OTHER EASEMENTS OR RIGHTS-OF-WAY OF RECORD, IF ANY.

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

NOTE: RECREATION AREA BEING FOLLOWING DESCRIBED IS A PART OF THE HEREIN PREVIOUSLY DESCRIBED LANDS OF "THE LAKES" MAINTENANCE ASSOCIATION.

RECREATION AREA

O.R. 1841 PG 0652

A PARCEL OF LAND LYING IN SECTION 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 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 LINE OF PROPOSED R/W FOR MCINTOSH ROAD (PROPOSED 100' R/W), 355.28'; THENCE N 89° 51' 43" E, 170.82' FOR A P.O.B.; THENCE N 0° 08' 17" W, 43.62'; THENCE N 19° 00' 00" E, 131.90'; 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, 43.00'; THENCE S 89° 51' 43" W, 124.18' TO THE P.O.B.

CONTAINING 0.4077 ACRES, MORE OR LESS.

TOGETHER WITH THE FOLLOWING DESCRIBED ACCESS EASEMENT:

DESCRIPTION: INGRESS AND EGRESS EASEMENT "A"

AN EASEMENT FOR INGRESS AND EGRESS IN SECTION 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 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 LINE OF PROPOSED R/W FOR MCINTOSH ROAD (PROPOSED 100' R/W), 355.28' FOR A P.O.B. OF EASEMENT "A"; THENCE N 89° 51' 43" E, 295.00'; THENCE S 19° 14' 40" E, 200.58' TO A POINT ON A CURVE CONCAVE TO THE N'LY WHOSE RADIUS POINT IS LOCATED N 14° 04' 12" W, 200.00'; THENCE W'LY ALONG ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 13° 55' 55", 48.63' TO THE P.T.; THENCE S 89° 51' 43" W, 272.50'; THENCE S 44° 51' 43" W, 56.57'; THENCE N 0° 08' 17" W, ALONG SAID PROPOSED E'LY R/W LINE FOR MCINTOSH ROAD, 235.41' TO THE P.O.B.

SAID EASEMENT ENCOMPASSING 1.4913 ACRES, MORE OR LESS.

REAL PROPERTY SUBMITTED TO CONDOMINIUM OWNERSHIP (RESIDENTIAL UNITS)

0653
0641 PG
A PARCEL OF LAND LYING IN SECTION 27, TWP. 36 S., RGE. 18 E., SARASOTA
COUNTY, FLORIDA, FURTHER DESCRIBED AS FOLLOWS:

COMMENCE AT THE NE CORNER OF SE¼ OF SAID SECTION 27; THENCE S 89° 04'
03" W, ALONG THE NORTH LINE OF SAID SE¼ OF SECTION 27 AND THE CENTERLINE
OF BAHIA VISTA STREET, 463.75'; THENCE S 0° 55' 57" E, 67.79' FOR A
P.O.B.; THENCE CONTINUE S 0° 55' 57" E, 70.00'; THENCE S 89° 04' 03" W
74.50'; THENCE N 0° 55' 57" W, 70.00'; THENCE N 89° 04' 03" E, 74.50'
TO THE P.O.B.

0641 PG
CONTAINING 0.1197 ACRES, MORE OR LESS.

AND:

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

COMMENCE AT THE NE CORNER OF SE¼ OF SAID SECTION 27; THENCE S 89° 04'
03" W, ALONG THE NORTH LINE OF SAID SE¼ OF SECTION 27 AND THE CENTERLINE
OF BAHIA VISTA STREET, 380.85'; THENCE S 0° 55' 57" E, 68.39' FOR A
P.O.B.; THENCE CONTINUE S 0° 55' 57" E, 72.17'; THENCE S 89° 04' 03" W
69.50'; THENCE N 0° 55' 57" W, 72.17'; THENCE N 89° 04' 03" E, 69.50'
TO THE P.O.B.

CONTAINING 0.1151 ACRES, MORE OR LESS.

AND:

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

COMMENCE AT THE NE CORNER OF SE¼ OF SAID SECTION 27; THENCE S 0° 15'
06" W, ALONG THE EAST LINE OF SAID SE¼ (EAST LINE OF SECTION 27) FOR A
DISTANCE OF 366.97'; THENCE N 89° 44' 54" W, 203.17' FOR A P.O.B.;
THENCE S 71° 47' 58" W, 71.80'; THENCE N 18° 12' 02" W, 69.20'; THENCE
N 71° 47' 58" E, 71.80'; THENCE S 18° 12' 02" E, 69.20' TO THE P.O.B.

CONTAINING 0.1141 ACRES, MORE OR LESS.

AND:

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

COMMENCE AT THE NE CORNER OF SE¼ OF SAID SECTION 27; THENCE S 0° 15'
06" W, ALONG THE EAST LINE OF SAID SE¼ (EAST LINE OF SECTION 27) FOR
A DISTANCE OF 433.45'; THENCE N 89° 44' 54" W, 161.54' FOR A P.O.B.;
THENCE S 58° 45' 48" W, 70.10'; THENCE N 31° 14' 12" W, 74.30'; THENCE
N 58° 45' 48" E, 70.10'; THENCE S 31° 14' 12" E, 74.30' TO THE P.O.B.

CONTAINING 0.1196 ACRES, MORE OR LESS.

O.R. 1641 PE 0654

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

AND:

A PARCEL OF LAND LYING IN SECTION 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 595.07'; THENCE N 89° 44' 54" W, 101.85' FOR A P.O.B.; THENCE S 17° 27' 45" W, 70.40'; THENCE N 72° 32' 15" W, 75.30'; THENCE N 17° 27' 45" E, 70.40'; THENCE S 72° 32' 15" E, 75.30' TO THE P.O.B.

CONTAINING 0.1217 ACRES, MORE OR LESS.

AND:

A PARCEL OF LAND LYING IN SECTION 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 636.34'; THENCE N 89° 44' 54" W, 15.13' FOR A P.O.B.; THENCE S 27° 29' 12" W, 72.30'; THENCE N 62° 30' 49" W, 69.80'; THENCE N 27° 29' 12" E, 72.30'; THENCE S 62° 30' 49" E, 69.80' TO THE P.O.B.

CONTAINING 0.1159 ACRES, MORE OR LESS.

AND:

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 640.90' FOR A P.O.B.; THENCE S 63° 12' 32" E, INTO SAID SECTION 26, FOR A DISTANCE OF 72.40'; THENCE S 26° 47' 29" W, 70.40'; THENCE N 63° 12' 32" W, 75.30' AND INTO SAID SECTION 27; THENCE N 26° 47' 29" E, 70.40'; THENCE S 63° 12' 32" E, 2.90' TO THE P.O.B.

CONTAINING 0.1217 ACRES, MORE OR LESS.

REAL PROPERTY SUBMITTED TO CONDOMINIUM OWNERSHIP (GARAGES & CARPORTS)

C.R. 1641 PG 0655

A PARCEL OF LAND LYING IN SECTION 27, TWP. 36 S., RGE. 13 E., SARASOTA COUNTY, FLORIDA, FURTHER DESCRIBED AS FOLLOWS:

COMMENCE AT THE NE CORNER OF 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 CENTER-LINE OF BAHIA VISTA STREET, 404.75'; THENCE S 0° 55' 57" E, 142.63' FOR A P.O.B.; THENCE CONTINUE S 0° 55' 57" E, 49.67'; THENCE S 89° 04' 03" W, 53.00'; THENCE N 0° 55' 57" W, 49.67'; THENCE N 89° 04' 03" E, 53.00' TO THE P.O.B.

CONTAINING 0.0604 ACRES, MORE OR LESS.

AND:

A PARCEL OF LAND LYING IN SECTION 27, TWP. 36 S., RGE. 13 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 373.87'; THENCE N 89° 44' 54" W, 191.35' FOR A P.O.B.; THENCE S 18° 09' 44" E, 49.61'; THENCE S 71° 50' 16" W, 23.61'; THENCE N 18° 09' 44" W, 49.61'; THENCE N 71° 50' 16" E, 23.61' TO THE P.O.B.

CONTAINING 0.0320 ACRES, MORE OR LESS.

AND:

A PARCEL OF LAND LYING IN SECTION 26, TWP. 36 S., RGE. 13 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 374.09'; THENCE N 89° 44' 54" W, 160.12' FOR A P.O.B.; THENCE S 31° 21' 43" E, 49.67'; THENCE S 53° 39' 17" W, 23.62'; THENCE N 31° 21' 43" W, 49.67'; THENCE N 53° 39' 17" E, 23.63' TO THE P.O.B.

CONTAINING 0.0327 ACRES, MORE OR LESS.

AND:

A PARCEL OF LAND LYING IN SECTION 26, TWP. 36 S., RGE. 13 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 550.67'; THENCE N 89° 44' 54" W, 140.96' FOR A P.O.B.; THENCE S 16° 43' 51" W, 28.78'; THENCE N 73° 16' 09" W, 27.98'; THENCE N 16° 43' 51" E, 28.78'; THENCE S 73° 16' 09" E, 27.98'; THENCE S 73° 16' 09" E, 27.98' TO THE P.O.B.

CONTAINING 0.0179 ACRES, MORE OR LESS.

O.R. 1841 PB 0556

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

AND:

A PARCEL OF LAND LYING IN SECTION 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 572.87'; THENCE N 89° 44' 54" W, 67.03' FOR A P.O.B.; THENCE S 16° 49' 13" W, 28.78'; THENCE N 73° 10' 47.2" W, 49.65'; THENCE N 16° 49' 13" E, 28.78'; THENCE S 73° 10' 47" E, 49.65' TO THE P.O.B.

CONTAINING 9.0328 ACRES, MORE OR LESS.

AND:

A PARCEL OF LAND LYING IN SECTION 26 & 27, TWP. 36 S., RGE. 13 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 605.44' FOR A P.O.B.; THENCE S 62° 08' 34" E, INTO SECTION 26, FOR A DISTANCE OF 29.21'; THENCE S 27° 51' 26" W, 28.65'; THENCE N 62° 08' 34" W, 49.72' AND INTO SAID SECTION 27; THENCE N 27° 51' 26" E, 28.65'; THENCE S 62° 08' 34" E, 29.51' TO THE P.O.B.

CONTAINING 0.0327 ACRES, MORE OR LESS.

AND:

A PARCEL OF LAND LYING IN SECTION 26, TWP. 36 S., RGE. 13 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 649.18'; THENCE S 89° 44' 54" E, 46.61' FOR A P.O.B.; THENCE N 23° 58' 48" E, 26.59'; THENCE S 66° 01' 12" E, 26.95'; THENCE S 23° 53' 43" W, 28.59'; THENCE N 66° 01' 12" W, 26.95' TO THE P.O.B.

CONTAINING 0.0177 ACRES, MORE OR LESS.

O.R. 1641 PG 0657

SUBJECT TO

EASEMENTS OF RECORD

State of Florida

Department of State

. certify that the attached is a true and correct copy of Certificate of Amendment to the Articles of Incorporation of THE LAKES MAINTENANCE ASSOCIATION, INC., a non profit corporation organized under the laws of the State of Florida, filed on September 21, 1983, as shown by the records of this office.

The charter number of this corporation is 770346.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
9th day of December, 1983.



CER-101

George Firestone
Secretary of State

O.R. 1641 PG 0658

O.R. '641 PG 0659

AMENDED AND RESTATED
ARTICLES OF INCORPORATION
OF
THE LAKES MAINTENANCE ASSOCIATION, INC.
(A Corporation Not-For-Profit)

In order to form a corporation not-for-profit under and in accordance with the provisions of Chapter 617 of the Florida Statutes, the undersigned hereby incorporates this corporation not-for-profit for the purposes and with the powers hereinafter set forth and to that end, the undersigned, by these Amended and Restated Articles of Incorporation, certifies as follows:

ARTICLE I
DEFINITIONS

The following words and phrases when used in these Articles (unless the context clearly reflects another meaning) shall have the following meanings:

1. "Articles" means these Amended and Restated Articles of Incorporation and any amendments hereto.
2. "Assessments" means the "Individual Unit Assessments," "Special Assessments" and "Total Association Assessments" (as such terms are hereinafter defined) and any and all other assessments which are levied by the "Maintenance Association" in accordance with the provisions of the "Maintenance Covenants," a "Supplement" or any other of "The Lakes of Sarasota Documents" (as these terms are hereinafter defined).
3. "Neighborhood Association(s)" means a Florida corporation not-for-profit (i) responsible for operating one or more condominiums which may be created in "The Lakes of Sarasota," or (ii) responsible for operating non-condominium "Neighborhoods" and non-condominium "Dwelling Units" and/or "Lots," the owners of which are members of the Association (as those terms are hereinafter defined).
4. "Neighborhoods" means those portions of the "Committed Property" (as hereinafter defined) to be administered, managed, operated and maintained by the Neighborhood Association(s) as more particularly described in the Maintenance Covenants.
5. "By-Laws" means the By-Laws of the Maintenance Association and any amendments thereto.
6. "Committed Property" means (i) the portions of the "Total Property" described in Exhibit B to the Maintenance Covenants; and (ii) that portion of the "Uncommitted Property" (as hereinafter defined), if any, which may hereafter become Committed Property in accordance with the provisions of Paragraph II.A.3 of the Maintenance Covenants.
7. "Common Maintenance Areas" means those portions of the Committed Property more particularly described in Paragraph III.A.2. of the Maintenance Covenants.
8. "Condominium Declaration" means the Declaration of Condominium by which a particular condominium in The Lakes of Sarasota is submitted to the condominium form of ownership and any and all amendments thereto.

O.R. 11 PB 0660

9. "Contributing Unit(s)" means those portions of the Committed Property more particularly described in Paragraph VII.B. of the Maintenance Covenants.

10. "Developer" means Sundial Group, Inc., a Florida corporation, its corporate successors, grantees, and assigns. Notwithstanding the foregoing, an "Owner" (as hereinafter defined) shall not, solely by the purchase of a Dwelling Unit(s) or Lot(s) be deemed a successor, grantee or assign of the Developer or the rights of the Developer under the Maintenance Covenants or any other of The Lakes of Sarasota Documents unless such purchaser is specifically so designated as a successor, grantee or assign of such rights in the respective instrument of conveyance or any other instrument executed by the Developer.

11. "Dwelling Unit" means any residential dwelling unit intended as an abode for one family constructed on the Committed Property, including, but not limited to, an attached or detached single-family home, an attached townhouse dwelling, a unit in a duplex or other multiplex dwelling, or any apartment-type unit contained in any multiunit residential building, whether or not any of the foregoing is subject to fee simple, cooperative, condominium, rental or other forms of ownership and/or possession.

12. "Dwelling Unit Owner" means the owner(s) of the fee simple title to a Dwelling Unit and includes the Developer for so long as it is the owner of the fee simple title to a Dwelling Unit.

13. "Governors" or "Board" means the Board of Governors of the Maintenance Association.

14. "Institutional Mortgagee" shall mean and refer to any lending institution owning a first mortgage covering a Lot or Dwelling Unit including any of the following institutions:

(a) Any Federal or state savings and loan association or a building and loan association, or commercial bank or bank or real estate investment trust, or mortgage banking company or any subsidiary thereof; or

(b) Any "secondary mortgage market institution" including the Federal National Mortgage Association, Government National Mortgage Association, Federal Home Loan Mortgage Corporation and such other secondary mortgage market institution as the Board shall hereafter approve in writing which has acquired a first mortgage upon a Lot or Dwelling Unit; or

(c) Any pension or profit sharing funds qualified under the Internal Revenue Code; or

(d) Any and all investing or lending institutions, or the successors and assigns of such lenders which have loaned money to the Developer and which hold a mortgage upon any portion of the Committed Property securing such loans; or

(e) Any other institutional lenders as the Board shall hereafter approve in writing as an Institutional Mortgagee which have acquired a mortgage upon a Lot or Dwelling Unit; or

O.R. 1'11 PG 0661

(f) The Developer, if the Developer holds a mortgage on any portion of the Committed Property and the transferee of any mortgage, encumbering the Committed Property, which was originally held by the Developer; or

(g) Any life insurance company.

15. "Lot" means a portion of the Committed Property upon which a Dwelling Unit(s) is permitted to be erected and is part of the Residential Property.

16. "Lot Owner" means the owner(s) of the fee simple title to a Lot and includes the Developer for so long as it is the owner of the fee simple title to a Lot.

17. "Maintenance Association" means The Lakes of Sarasota Maintenance Association, Inc. a Florida corporation not-for-profit, formerly known as The Lakes Maintenance Association, Inc.

18. "Maintenance Covenants" means the General Covenants, Easements and Restrictions for The Lakes of Sarasota and any and all Supplements and amendments thereto.

19. "Maintenance Expenses" means the expenses for which Owners are liable to the Maintenance Association as provided in the Maintenance Covenants or in any other of The Lakes of Sarasota Documents, and includes but is not limited to all costs and expenses incurred by the Maintenance Association in administering, operating, reconstructing, maintaining, financing, repairing, replacing or improving the Common Maintenance Areas or any portion thereof and improvements thereon; all costs and expenses incurred by the Maintenance Association in carrying out its powers and duties under any of The Lakes of Sarasota Documents; all costs of any "Reserves" (as defined in the Maintenance Covenants); and any other expenses designated to be Maintenance Expenses by the Board.

20. "Maintenance Turnover Date" shall mean the date defined in Paragraph X.C hereof.

21. "Member(s)" means the Developer and all Owners who are members of a Neighborhood Association.

22. "Non-Condominium Declaration" means a land use document, and all amendments thereto, recorded amongst the Public Records of the County which establishes that the Owners of non-condominium Dwelling Units and /or Lots within portions of The Lakes of Sarasota are members of a Neighborhood Association, and which impresses upon portions of the Committed Property certain covenants and use restrictions.

23. "Owners" means all Dwelling Unit Owners and all Lot Owners, collectively.

24. "Plat(s)" means a written instrument filed for record in the Public Records of Sarasota County (the "County") in the manner required by law whereby a portion of the Total Property is described and is subdivided into lots, blocks, parcels or tracts; and all or a portion of the property contained within the Plat becomes Committed Property.

25. "Representative" means the individual more particularly described in Article V.C hereof.

26. "Supplement" means a document and the exhibits thereto which, when recorded amongst the Public Records of the County with respect to a portion of the Uncommitted Property, shall commit such property to the provisions of the Maintenance Covenants and which may modify the Maintenance Covenants as to that portion of the property being committed.

27. "The Lakes of Sarasota" means the multistaged, planned community known as "The Lakes of Sarasota" planned for development upon portions of the Total Property and includes the Committed Property and such portions of the Uncommitted Property, if any, which subsequently become Committed Property by the recording of a Supplement.

28. "The Lakes of Sarasota Documents" means, in the aggregate, the Maintenance Covenants, any Supplement, these Articles and the By-Laws, and all of the instruments and documents referred to therein or referred to herein including, but not limited to, amendments to any of the foregoing, as applicable.

29. "Total Property" means the real property described in Exhibit A to the Maintenance Documents.

30. "Total Units" means all of the Dwelling Units permitted to be constructed as part of The Lakes of Sarasota, or 343 Dwelling Units.

31. "Uncommitted Property" means the portions of the Total Property other than the Committed Property.

32. "Undeveloped Lot" means a Lot on which no Dwelling Unit has ever been issued a final certificate of occupancy by the appropriate governmental authority.

ARTICLE II NAME

The name of this not-for-profit corporation shall be THE LAKES OF SARASOTA MAINTENANCE ASSOCIATION, INC. (hereinafter referred as the "Maintenance Association"), whose present address is Florida Federal Building, Tenth Floor, 321 Central Avenue, St. Petersburg, Florida 33701.

ARTICLE III PURPOSES

The purposes for which this Maintenance Association is organized is to take title to, operate, administer, manage, lease and maintain the Common Maintenance Areas or such portions thereof as are dedicated to or made the responsibility of the Maintenance Association in the Maintenance Covenants, a Supplement or in any other of The Lakes of Sarasota Documents, in accordance with the terms of and purposes set forth therein; and to conduct any lawful business permitted under the laws of the State of Florida for corporations not-for-profit in order to carry out the covenants and enforce the provisions of any of The Lakes of Sarasota Documents.

ARTICLE IV POWERS

The Maintenance Association shall have the following powers and shall be governed by the following provisions:

A. The Maintenance Association shall have all of the common law and statutory powers of a corporation not-for-profit which are not in conflict with the terms of The Lakes of Sarasota Documents.

B. The Maintenance Association shall have all of the powers reasonably necessary to implement the purposes of the Maintenance Association, including but not limited to the following:

1. To perform any act required or contemplated by it under the Maintenance Covenants, any Supplement or any other of The Lakes of Sarasota Documents.

2. To make, establish and enforce reasonable rules and regulations governing the use of the Committed Property or any portions thereof.

3. To make, levy and collect Assessments for the purpose of obtaining funds for the payment of Maintenance Expenses in the manner provided in The Lakes of Sarasota Documents and to use and expend the proceeds of such Assessments in the exercise of the powers and duties of the Maintenance Association.

4. To maintain, repair, replace and operate the Committed Property in accordance with The Lakes of Sarasota Documents.

5. To enforce the provisions of The Lakes of Sarasota Documents.

6. To employ personnel; to retain independent contractors and professional personnel; and to enter into service contracts to provide for the maintenance, operation and management of the Committed Property; and to enter into any other agreements consistent with the purposes of the Maintenance Association, including but not limited to agreements with respect to the installation, maintenance and operation of a master television antenna system and cable television system, or for professional management of the Committed Property and to delegate to such professional management certain powers and duties of the Maintenance Association.

ARTICLE V MEMBERS AND VOTING

The qualification of Members, the manner of their admission to membership and voting by Members shall be as follows:

A. Members. The membership of the Maintenance Association shall be comprised of the Developer and the Owners.

1. Developer. The initial membership of the Maintenance Association shall be the Developer, and in the event of the resignation or termination of such membership by the Developer, then the Developer may nominate and designate a successor initial member.

2. Owners. An Owner shall automatically become a Member of this Maintenance Association when he becomes a member of a Neighborhood Association. Each Neighborhood Association shall notify this Maintenance Association of the recordation of any Condominium

Declaration or Non-Condominium Declaration or other instrument establishing that the ownership of certain Dwelling Units and/or Lots requires such Owners to be members of such Neighborhood Association, and shall transmit to this Maintenance Association true copies of such Condominium Declaration or Non-Condominium Declaration or other instrument which imposes membership in a Neighborhood Association, and a current list of the members of such Neighborhood Association.

B. Voting Rights. The voting rights of the Members shall be as follows, and as set forth in the By-Laws:

1. Until the admission of the first Owner, the developer or its successor shall cast the only vote on all matters requiring a vote of the Members.

2. The total number of votes of the Members at the time of any vote shall equal one vote per Dwelling Unit under the control of a Neighborhood Association, plus one vote for each additional Dwelling Unit which may be constructed on any Lot under the control of such Neighborhood Association ("Total Votes"). Each Owner shall cast its votes through its "Representatives" (as hereinafter defined). Nothing herein contained shall require that a Representative cast in the same manner all the votes which he is entitled to cast and the Representatives may cast fewer than the Total Votes.

C. Representatives. The persons elected President and Vice President of each Neighborhood Association by the Board of such Neighborhood Association, or such officers' written proxies, shall serve as the "Representatives" of the Neighborhood Association. Such votes of the Owners shall be cast by the Representatives in the same manner as they were directed to be cast at a meeting of the members of such Neighborhood Association duly called and held in accordance with the Articles of Incorporation and By-Laws of such Neighborhood Association. The Representatives shall, prior to voting such votes at a meeting of the Members, supply the Maintenance Association an affidavit attesting to the outcome of such vote by the members of the Neighborhood Association.

D. Each and every Member shall be entitled to the benefits of membership, and shall be bound to abide by the provisions of The Lakes of Sarasota Documents.

ARTICLE VI

TERM

The term for which this Maintenance Association is to exist shall be perpetual.

ARTICLE VII INCORPORATORS

The names and street addresses of the incorporators of the Maintenance Association are as follows:

<u>Name</u>	<u>Address</u>
LESTER C. SCHIEBERK	Florida Federal Building 321 Central Avenue St. Petersburg, Florida 33701

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

O.R. 1641 PB 0665

JOSEPH T. LETTELLIER

Florida Federal Building
321 Central Avenue
St. Petersburg, Florida 33701

DONALD R. FEASTER

Florida Federal Building
321 Central Avenue
St. Petersburg, Florida 33702

The rights and interests of the incorporators shall automatically terminate when these Articles are filed with the Secretary of State of the State of Florida.

ARTICLE VIII
OFFICERS

A. The affairs of the Maintenance Association shall be managed by the President of the Maintenance Association, assisted by one (1) or more Vice Presidents, a Secretary and a Treasurer and, if elected by the Board, one (1) or more Assistant Secretaries and one (1) or more Assistant Treasurers, which officers shall be subject to the direction of the Board.

B. The Board shall elect the President, the Vice President, the Secretary and the Treasurer; and as many Vice Presidents, Assistant Secretaries and Assistant Treasurers as the Board shall, from time to time, determine appropriate. Such officers shall be elected annually by the Board at the first meeting of the Board; provided, however, that such officers may be removed by the Board and other persons may be elected by the Board as such officers in the manner provided in the By-Laws. The President shall be a member of the Board, but no other officer need be a member of the Board. The same person may hold two offices, the duties of which are not incompatible; provided, however, the office of President and Vice President shall not be held by the same person, nor shall the office of President and Secretary or Assistant Secretary be held by the same person.

ARTICLE IX
FIRST OFFICERS

The names of the officers who are to serve until the first election of officers by the Governors are as follows:

President	-	Joseph T. Lettellier
Vice President	-	Lester C. Schiereck
Treasurer	-	Donald R. Feaster
Secretary	-	Donald R. Feaster

ARTICLE X
BOARD OF GOVERNORS

A. The number of members of the First Board of Governors ("First Board") shall be three (3). Thereafter, the number of members of the Board shall be as provided in Paragraph C of this Article X.

B. The names and street addresses of the persons who are to serve as the First Board are as follows:

<u>Name</u>	<u>Address</u>
Joseph T. Lettellier	Florida Federal Building 321 Central Avenue St. Petersburg, Florida 33701

O.R. 141 P8 0666

Lester C. Schiereck

Florida Federal Building
321 Central Avenue
St. Petersburg, Florida 33701

Donald R. Feaster

Florida Federal Building
321 Central Avenue
St. Petersburg, Florida 33701

The First Board shall be the Board of the Maintenance Association until the Maintenance Turnover Date. The Developer shall have the right to appoint, designate or elect all the members of the First Board and in the event of any vacancy, fill any such vacancy. Developer reserves the right to remove any Governors from the First Board.

C. After the Maintenance Turnover Date, the Board shall be composed of nine (9) Governors plus those Governors, if any, which Developer is entitled to designate as set forth in Paragraph D of this Article X. The "Maintenance Turnover Date" shall be thirty (30) days subsequent to the happening of any of the following events, whichever shall first occur:

1. Three (3) years after the Developer has "Conveyed" (as hereinafter defined) Dwelling Units and Undeveloped Lots to the extent that the number of Dwelling Units so Conveyed plus the maximum number of Dwelling Units permitted to be constructed upon such Conveyed Undeveloped Lots pursuant to the most restrictive of: (i) the applicable zoning; (ii) any of The Lakes of Sarasota Documents; or (iii) any other document recorded amongst the Public Records of the County; equals a total of fifty percent (50%) of the Total Units.

2. Three (3) months after the Developer has Conveyed Dwelling Units and Undeveloped Lots to the extent that the number of Dwelling Units so Conveyed plus the maximum number of Dwelling Units permitted to be constructed upon such Conveyed Undeveloped Lots pursuant to the most restrictive of: (i) the applicable zoning; (ii) any of The Lakes of Sarasota Documents; or (iii) any other document recorded amongst the Public Records of the County; equals a total of ninety percent (90%) of the Total Units.

3. When all of the Total Units have been completed (as evidenced by the issuance of Certificates of Occupancy therefor) and some have been Conveyed and none of the others is being offered for sale by Developer in the ordinary course of business.

4. When some of the Total Units have been Conveyed and none of the others is being constructed or offered for sale by Developer in the ordinary course of business.

5. The date on which Developer, within its sole discretion, causes the resignation of all the Governors on the First Board.

The term "Conveyed" shall mean the sale of the fee interest of a Dwelling Unit or Undeveloped Lot to a purchaser who is not designated as the Developer or a Developer and the recording of an instrument of conveyance to such purchaser amongst the Public Records of the County.

Within thirty (30) days subsequent to the happening of any of the foregoing events, whichever shall first occur, Developer shall relinquish its right to appoint, designate or elect Governors and shall cause all the Governors on the First Board to resign.

D. At the first Annual Members' Meeting after the Maintenance Turnover Date, and thereafter at all Annual Members' Meetings, the Owners through their Representatives, shall elect the Governors in accordance with the provisions of Paragraph C of this Article X. Furthermore, after the Maintenance Turnover Date and for so long as Developer owns (i) Dwelling Units or Undeveloped Lots; or (ii) land in The City of Sarasota not improved with Dwelling Units, Developer shall have the right, but not the obligation, to designate one additional Governor and his successors ("Developer Governor").

E. By majority vote of the First Board, such Board may expand its numbers up to a maximum of seven (7) Governors.

F. Except for Governors on the First Board and Developer Governor, all Governors must be Owners.

G. The resignation of a Governor who has been designated, appointed or elected by Developer, or the resignation of an officer of the Maintenance Association who was elected by the First Board, shall remise, release, acquit, and forever discharge such Governor or officer of and from any and all manner of action(s), cause(s) of action, suits, debts, dues, claims, bonds, bills, covenants, contracts, controversy, agreements, promises, variances, trespasses, damages, judgments, executions, claims and demands whatsoever, in law or in equity which the Maintenance Association or Owners had, now have, or will have; or which any personal representative, successor, heir or assign of the Maintenance Association or Owners hereafter may have against such Governor or officer by reason of his having been a Governor or officer of the Maintenance Association.

ARTICLE XI INDEMNIFICATION

Every Governor and every officer of the Maintenance Association shall be indemnified by the Maintenance Association against all expenses and liabilities, including attorneys' fees through all trial and appellate levels, reasonably incurred by or imposed upon him in connection with any proceeding, arbitration or settlement to which he may be a party, or in which he may become involved, by reason of his being or having been a Governor or officer of the Maintenance Association, whether or not he is a Governor or officer at the time such expenses are incurred. Notwithstanding the foregoing, in the event of a settlement, the indemnification provisions herein shall not be automatic and shall apply only when the Board approves such settlement. Notwithstanding anything contained herein to the contrary, in instances where the Governor or officer admits or is adjudged guilty of willful malfeasance in the performance of his duties, the indemnification provisions contained herein shall not apply. Otherwise, the foregoing right of indemnification shall be in addition to and not exclusive of any and all right of indemnification to which such Governor or officer may be entitled by common law or statute.

O.R. 1841 PG 0668

ARTICLE XII
BY-LAWS

By-Laws of the Maintenance Association shall be adopted by the First Board and thereafter may be altered, amended or rescinded in the manner provided for in the By-Laws. In the event of a conflict between the provisions of these Articles and the provisions of the By-Laws, the provisions of these Articles shall control.

ARTICLE XIII
AMENDMENTS

A. These Articles may be amended by the following methods:

1. (a) The Board shall adopt a resolution setting forth the proposed amendment and directing that it be submitted to a vote at a meeting of Members, which may be either the annual members' meeting or a special meeting. Any number of proposed amendments may be submitted to the Members and voted upon by them at one meeting.

(b) Written notice setting forth the proposed amendment or a summary of the changes to be effected thereby shall be given to each Member within the time and in the manner provided in the By-Laws for the giving of notice of meetings of Members ("Required Notice").

(c) At such meeting a vote of the Members, through their Representatives, shall be taken on the proposed amendment(s). The proposed amendment shall be adopted upon receiving the affirmative vote of a majority of all Members entitled to vote thereon.

2. An amendment may be adopted by a written statement (in lieu of a meeting) signed by all Governors and all Members setting forth their intention that an amendment to the Articles be adopted.

B. No amendment may be made to the Articles which shall in any manner reduce, amend, affect or modify the terms, conditions, provisions, rights and obligations set forth in the Maintenance Covenants.

C. A copy of each amendment shall be filed and certified by the Secretary of State of the State of Florida.

D. A certified copy of each such amendment shall be attached to any certified copy of these Articles and shall be part of such Articles as an exhibit to the Maintenance Covenants upon the recording of the Maintenance Covenants; or, in lieu thereof, "Restated Articles" (as hereinafter described) may be adopted and a certified copy thereof shall be attached as an exhibit to the Maintenance Covenants upon recordation thereof.

E. Notwithstanding the foregoing provisions of this Article XIII, there shall be no amendment to these Articles which shall abridge, amend or alter the rights of: (i) Developer, including the right to designate and select the Governors as provided in Article X hereof, without the prior written consent thereto by Developer; (ii) any "Institutional Mortgagee" (as defined in Paragraph 1.14 of the Maintenance Covenants) without the prior written consent of such Institutional Mortgagee.

O.R. 1641 PG 0669

ARTICLE XIV
SUCCESSOR ENTITIES

In the event of the dissolution of the Maintenance Association, or any successor entity thereto, any property dedicated or conveyed to the Maintenance Association shall be transferred to either a successor entity or an appropriate governmental agency or public body to be maintained for the purposes for which the Maintenance Association, or a successor thereto, was maintaining such property in accordance with the terms and provisions under which such property was being held by this Maintenance Association, or such successor.

ARTICLE XV
RESTATEMENT OF ARTICLES

A. All provisions contained within these Articles plus any amendments thereto may at any time be integrated into a single instrument as "Restated Articles" and adopted by the Board. Such Restated Articles shall be specifically designated as such and shall state, either in the heading or in the introductory paragraph, the Maintenance Association's name and, if it has been changed, the name under which it was originally incorporated and the date of filing of the original Articles in the Office of the Secretary of State of the State of Florida. Such Restated Articles shall also state that they were duly adopted by the Board and that such Restated Articles only restate and integrate and do not further amend the provisions of the Articles as theretofore amended, or that any amendment included therein has been adopted pursuant to Article XIII hereof and that there is no discrepancy between the Articles as theretofore amended and provisions of the Restated Articles other than the inclusion of the properly adopted amendments.

B. Upon the filing of Restated Articles by the Secretary of State of the State of Florida, the original Articles, as theretofore amended, shall be superseded, and thenceforth the Restated Articles shall be the Articles of Incorporation of the Maintenance Association.

C. Amendments may be made simultaneously with restatement of the Articles if the requirements of Article XIII are complied with. In such event, the Amended and Restated Articles of Incorporation shall be specifically designated as such.

ARTICLE XVI
REGISTERED OFFICE AND REGISTERED AGENT

The street address of the initial registered office of the Maintenance Association is Florida Federal Building, 321 Central Avenue, St. Petersburg, Florida 33701 and the initial registered agent of the Maintenance Association at that address shall be James N. Powell.

O.R. 1641 PG 0670

IN WITNESS WHEREOF, we, Joseph T. Lettellier, President, and Donald R. Feaster, Secretary, of The Lakes Maintenance Association, Inc., have hereunto affixed our signatures and caused the corporate seal of the Maintenance Association to be hereunto affixed, this _____ day of _____, 1983.

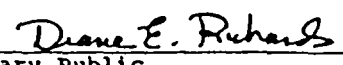

Joseph T. Lettellier, President


Donald R. Feaster, Secretary

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

I HEREBY CERTIFY that on this day, before me, a notary public duly authorized in the County and State named above to take acknowledgments, personally appeared JOSEPH T. LETTELLIER, President, and DONALD R. FEASTER, Secretary, to me known to be the persons described as such in these Amended and Restated Articles, and they acknowledged before me that they executed the same for the purposes therein expressed.

WITNESS my hand and official seal in the County and State last aforesaid this 8th day of December, 1983.


Notary Public
My Commission Expires Aug. 24, 1987
Notary Public, State of Florida at Large
My Commission Expires Aug. 24, 1987
BONDED THRU AGENT'S NOTARY BROKERAGE

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 a 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

Ins tors of Election to collect and illy 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 be 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 rolled 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 SE¼ OF SAID SECTION 27; THENCE S 89° 04' 03" W, ALONG
THE NORTH LINE OF SAID NE¼ 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'LY LINE OF A 50' DRAINAGE EASEMENT, 31.21'; THENCE S 89° 04' 03" W, ALONG THE
S'LY LINE OF A 20' LANDSCAPING/BUFFER EASEMENT BEING PARALLEL WITH AND LYING 70.00'
S'LY THEREFROM SAID CENTERLINE OF BAHIA VISTA STREET, 233.18'; THENCE N 0° 55' 57" W,
ALONG THE E'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'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'LY LINE OF SAID CONDOMINIUM UNIT 2-1 FOR A DISTANCE
OF 1.61'; THENCE S 89° 04' 03" W, ALONG SAID S'LY LINE OF 20' LANDSCAPING/BUFFER
EASEMENT, 13.40'; THENCE N 0° 55' 57" W, ALONG THE E'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'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'LY LINE OF SAID UNIT 1-1 FOR A DISTANCE
OF 2.21'; THENCE S 89° 04' 03" W, ALONG SAID S'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'LY LINE OF A 20' LANDSCAPING/BUFFER EASEMENT (SAID LINE LYING 70.00' E'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'LY
LINE OF "LAKE DRAINAGE EASEMENT", SAID POINT BEING ON A CURVE CONCAVE TO THE SE'LY
WHOSE RADIUS POINT IS LOCATED S 26° 21' 18" E, 100.00'; THENCE NE'LY ALONG ARC OF
SAID CURVE AND SAID N'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'LY HAVING A RADIUS
OF 1310.00'; THENCE SE'LY ALONG ARC OF SAID CURVE AND NE'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 60.63'; THENCE SW'LY ALONG ARC OF
SAID CURVE AND THE S'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'LY LINE OF "LAKE ACCESS EASEMENT", 53.49'; THENCE N 0°
08' 17" W, CONTINUING ALONG SAID W'LY LINE OF "LAKE ACCESS EASEMENT", 140.35' TO A
POINT ON A CURVE CONCAVE TO THE NW HAVING A RADIUS OF 200.00'; THENCE SW'LY ALONG
ARC OF SAID CURVE AND THE S'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'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'LY R/W LINE (50' E'LY OF
CENTERLINE) OF MCINTOSH ROAD, 540.69' TO ITS INTERSECTION WITH THE S'LY R/W LINE OF
BAHIA VISTA STREET (50' S'LY OF CENTERLINE); THENCE N 89° 04' 03" E, ALONG SAID S'LY
R/W LINE OF BAHIA VISTA STREET, 426.41' TO THE P.O.B.

CONTAINING 6.6721 ACRES, MORE OR LESS.

O.R. 1641 PG 0683

UNDER 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 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 342635. 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:

FLORIDA FEDERAL SAVINGS AND LOAN ASSOCIATION

Kathleen J. Linagli
Fay W. Guistard

By: Barbara A. Ireland
Its Assistant Vice President

(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 acknowledgements, Barbara A. Ireland, 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.

Fay W. Guistard
NOTARY PUBLIC

My Commission Expires:

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

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

DEC 20 8 59 AM '83

FILED AND RECORDED
K. M. WAGNER JR. CLERK
SARASOTA CO. FLA

342635

452346

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 26 day of December, 1984, 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 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 sets forth specific land uses for the Supplemental Committed Property and which contains a legal description of the Supplemental Committed Property, as well as a general description of improvements to be located thereon.

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.

O.R 740 PG 1610

Sundial Group Inc.
350 3rd Ave. S.W.
St. Petersburg, FL 33701

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:

Diane E. Richards

By:

Alan W. Kimbro
President

Attest:

Robert E. Arnoult
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. Arnoult, 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 Aug. 24, 1987
Notary P. Pub. State of Florida at Large

(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.D.; 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.D.

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 [±]

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

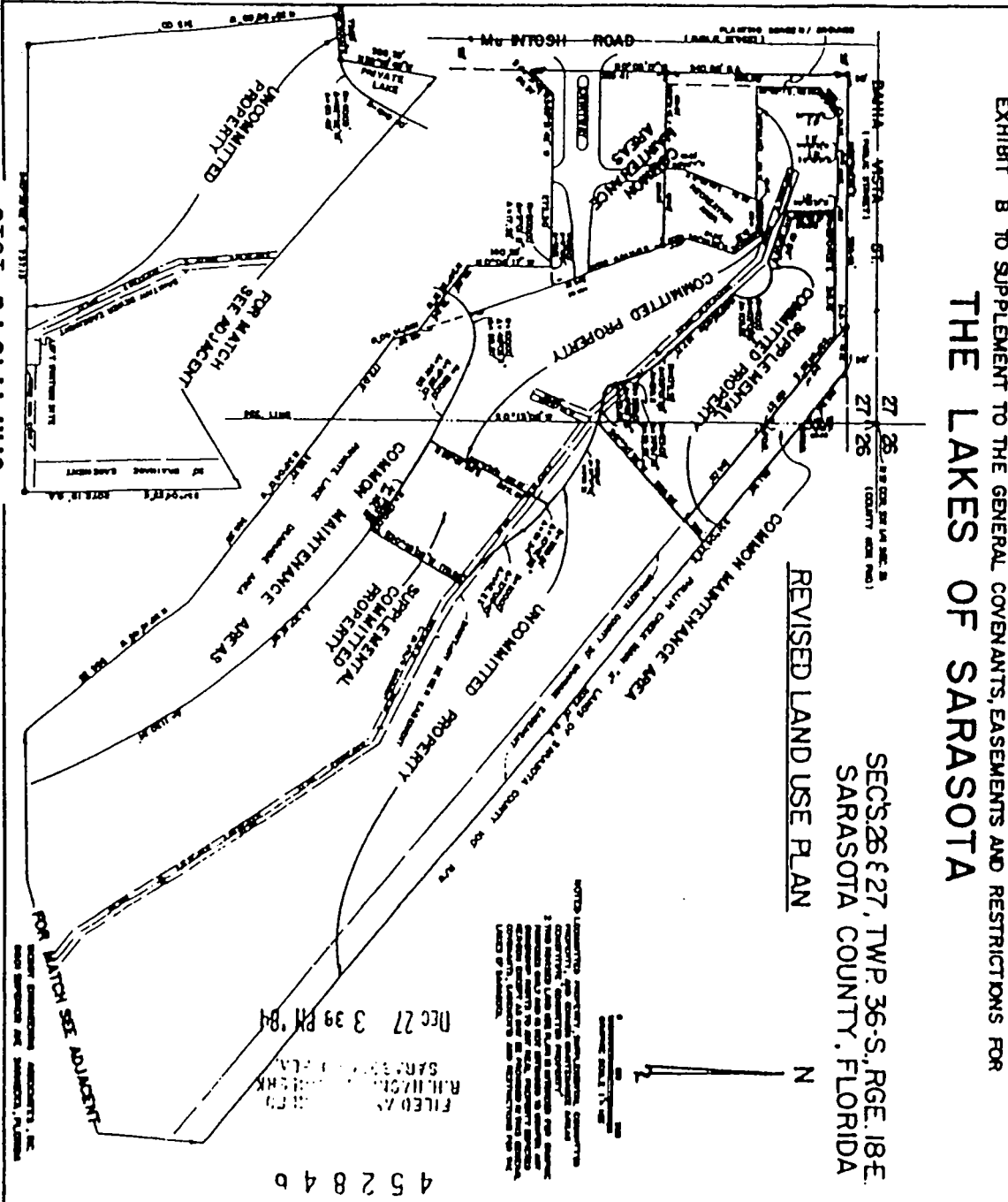
AUG 31 1984

EXHIBIT B TO SUPPLEMENT TO THE GENERAL COVENANTS, EASEMENTS AND RESTRICTIONS FOR

THE LAKES OF SARASOTA

SECS. 26 & 27, TWP. 36-S., RGE. 18-E.
SARASOTA COUNTY, FLORIDA

REVISED LAND USE PLAN



O.R. 1740 PG 1615

Dec 27 3 39 PM '84
FILED AS
RULING NO. 111430
SARASOTA COUNTY, FLORIDA

45284b

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.

✓ Sundial Group Inc.

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

Jill A. Womels

SUNDIAL GROUP, INC.

By: [Signature]
Alan W. Kimbro,
President

Attest: Robert E. Arnow, Jr.
Secretary

(SEAL)

O.R. 1740 PG 1617

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. 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.

Diane E. Richards
Notary Public

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

(SEAL)

SARASOTA
7/02/84:lee
Rev2

O.R. 1740 PG 1618

EXHIBIT "A"

HOMEOWNERS ASSOCIATION

"Additional Subjected Property"

MOSBY



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

1619

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

COMMENCE AT THE NE CORNER OF SE¼ OF SAID SECTION 27; THENCE S 0° 15' 06" W, ALONG THE EAST LINE OF SAID SE¼ (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 SE¼ 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

O.R. 1740 PG 1620

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 ⁺

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

SARASOTA COUNTY, FLORIDA



SOCIAL

THE NEW YORK UNIVERSITY SCHOOL OF LAW, UNIVERSITY OF THE STATE OF NEW YORK, has announced that it will accept applications for admission to the law school for the fall of 1941. The school is located at 100 University Hall, New York City, N. Y.

THE NEW YORK UNIVERSITY SCHOOL OF LAW, UNIVERSITY OF THE STATE OF NEW YORK, has announced that it will accept applications for admission to the law school for the fall of 1941. The school is located at 100 University Hall, New York City, N. Y.

O.R. 1740 PG 1621

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

EXHIBIT B TO THE AMENDED DECLARATION OF PROTECTIVE
CONVENANTS, CONDITIONS AND RESTRICTIONS FOR
THE LAKES OF SARASOTA
HOMEOWNERS' PROPERTY 5 2 8 4 7

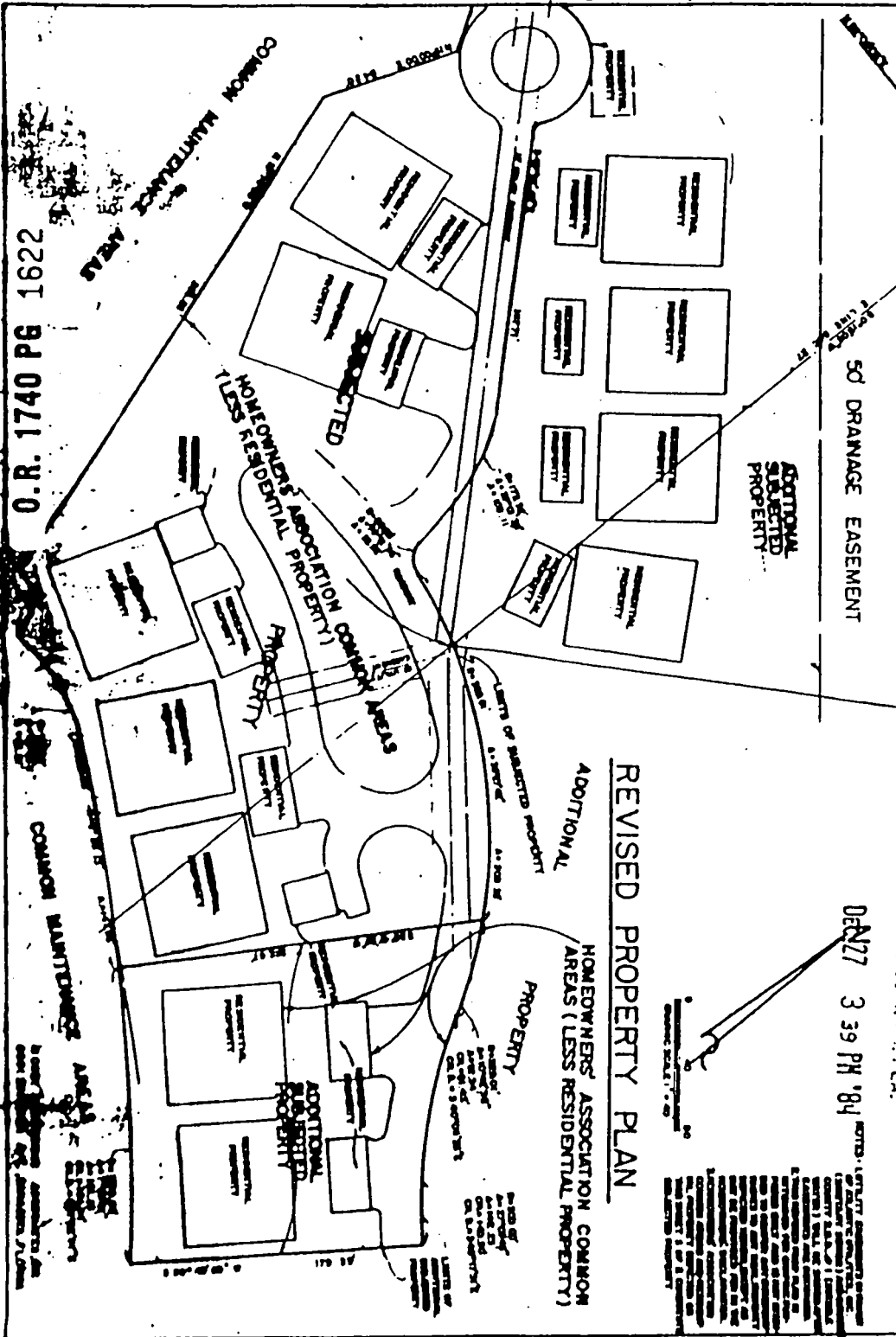
PHILIPPI CREEK MAIN 'A'

SECS 26 & 27, TWP 36 S, RGE 18 E
SARASOTA COUNTY, FLORIDA
SARASOTA, FLA.

DE 27 3 39 PM '84

NOTED: 1. OFFICE RECORDING...
2. THIS DECLARATION...
3. THE DECLARATION...
4. THE DECLARATION...
5. THE DECLARATION...
6. THE DECLARATION...
7. THE DECLARATION...
8. THE DECLARATION...
9. THE DECLARATION...
10. THE DECLARATION...

REVISED PROPERTY PLAN



O.R. 1740 PG 1622

COMMON MAINTENANCE

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:

[Signature]
[Signature]

SUNDIAL GROUP, INC.

By: [Signature]
President
Attest: [Signature]
Secretary

(CORPORATE SEAL)

STATE OF FLORIDA)
COUNTY OF PineHills) ss.:

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to take acknowledgments, Alan W. Limbco 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. 228); 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 3 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 S 55 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. 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 365.55' TO THE P.O.B.

CONTAINING 50.0903 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 29 day of
April, 1985.

SIGNATURE

Tracy R. Crider
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:

John W. Guastad
John E. Byrne

FLORIDA FEDERAL SAVINGS AND
LOAN ASSOCIATION

By: Kathleen A. Reinagel
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. Reinagel, 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.

John W. Guastad
Notary Public
My Commission Expires:
Notary Public, State of Florida at Large
My Comm. Expires 12/31/85
[SEAL]

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SARASOTA COUNTY

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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 19 day of February, 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.

O.R. 1805 PB 2501

This instrument was prepared by:
Steven Rosenberg
Sher, Tiedall, & Fayer, P.A.
P.O. Box 9208
Fort Lauderdale, Fl. 33310-9208

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.

McBryen
Monique S. Warton

By:

Attest:

R. Luster
Robert C. Damm

(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. Frasier and Robert C. Damm, 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.

Diane E. Dickson
Notary Public

Notary Public, State of Florida 24 Large
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.

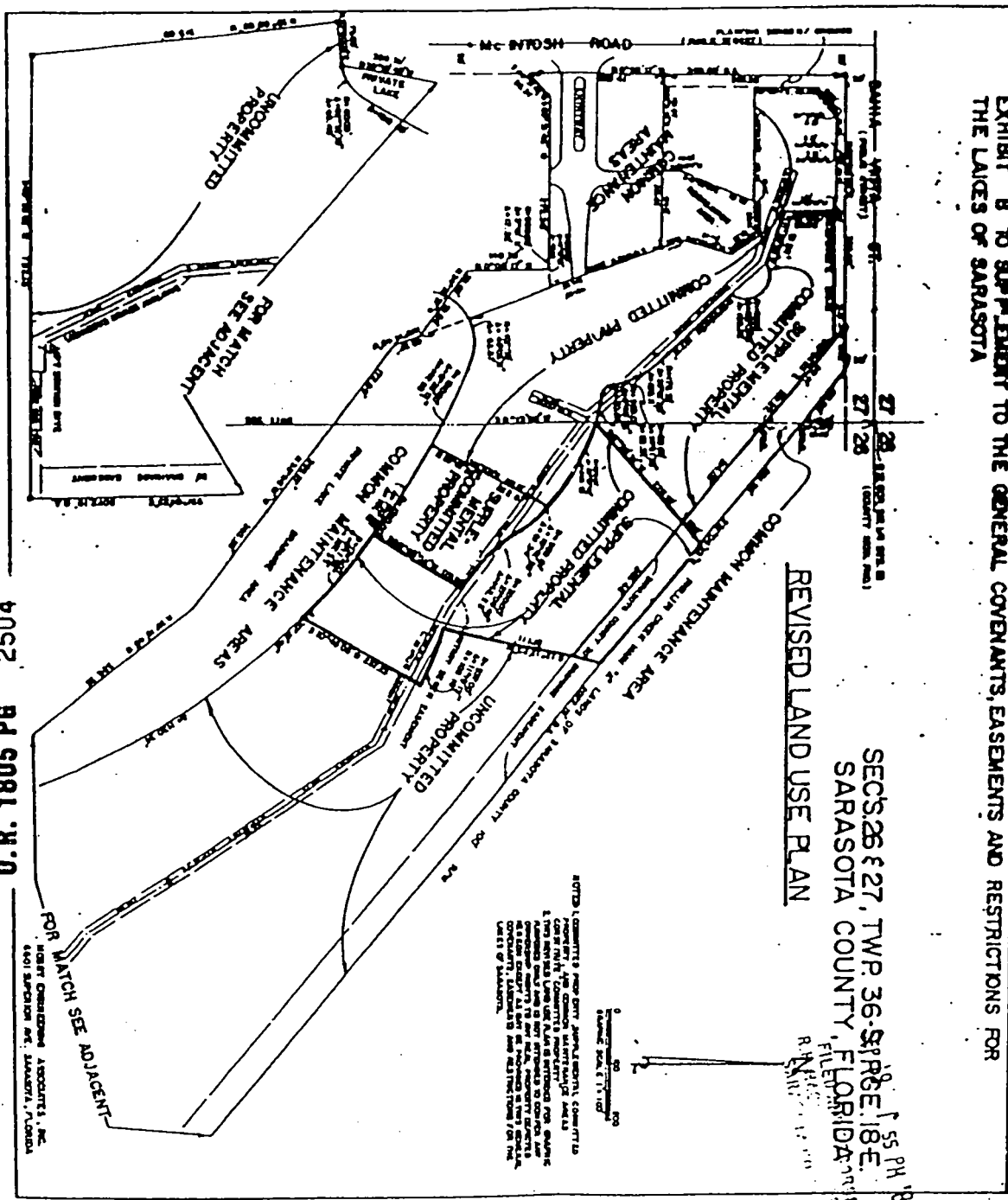
SUBJECT TO EASEMENTS OF RECORD.

O.R. 1805 PB 2503

JUL 22 1957

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

EXHIBIT B TO SUPPLEMENT TO THE GENERAL COVENANTS, EASEMENTS AND RESTRICTIONS FOR THE LANCES OF SARASOTA



REVISOR LAND USE PLAN

SECS. 26 & 27, TWP. 36 S. R. 18 E. SARASOTA COUNTY, FLORIDA

JAN 15 1985

FILED IN SARASOTA COUNTY, FLORIDA

O.R. 1805 PB 2504

FOR MATCH SEE ADJACENT

FOR MATCH SEE ADJACENT

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

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

Brenda D. Angeli

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

Mouise Savic-Walter
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 Savin-Wactor
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.

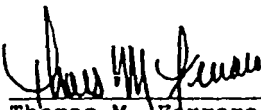
Lakes of Sarasota Maintenance
Association, Inc., a Florida
corporation not for profit

By:



Donald R. Feaster
President and Governor

By:



Thomas M. Ferraro
Vice President and
Governor

(Corporate Seal)

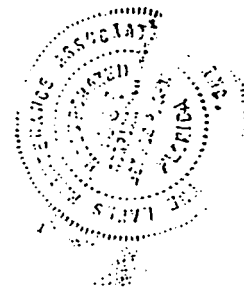


EXHIBIT "B"

O.R. 1902 PG 1494

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. 32-32H, THE LAKES OF SARASOTA CONDOMINIUM II, RECORDED IN C.B. 23 PGS. 40-40E, AND THE LAKES OF SARASOTA CONDOMINIUM III, AS RECORDED IN C.B. 24 PGS. 46-46E, 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 1055.25'; THENCE S. 89° 51' 43" W. 50.00'; THENCE N. 0° 08' 17" W. 1055.25' 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 AND RECORDED
R.H. HADNEY JR. CLERK
SARASOTA CO. FLA.

Nov 24 10 09 AM '86

O.R. 1902 Pg 1495

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Record 258.
trust 37.00
257.00

785385

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

This Instrument prepared by:
Richard C. Langford
of
Greene & Mistry, 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. 1965 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)

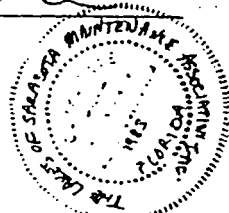
JOINED IN AND CONSENTED TO BY:
THE LAKES OF SARASOTA MAINTEN-
ANCE ASSOCIATION, INC.

Brenda A. Angell

By: Don R. Feaster
Its: President

Monique S. Walton

(CORPORATE SEAL)



STATE OF FLORIDA)
) 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 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 16, 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. Foster, 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 Aggar's Notary &
Gursky Brokerage

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.O.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:

Burke O. Angel
Monique S. Walter

By:

DR. Leaster
Its Service - President

(CORPORATE SEAL)

STATE OF FLORIDA)
) SS:
COUNTY OF PINELLAS)

I hereby certify that on this day personally appeared before me, an officer duly authorized 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.

Bruce A. Bricker
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

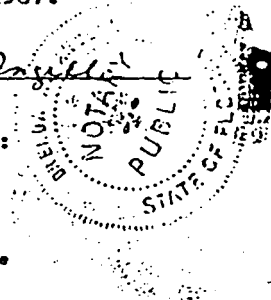


EXHIBIT "A"

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 1/4 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 1/4 R/W OF A 52' R/W FOR SARASOTA COUNTY PHILLIPPI CREEK LATERAL "A-A" FOR A P.O.B.; THENCE CONTINUE S 5° 04' 23" E ALONG SAID SW 1/4 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, 2331.95' TO ITS INTERSECTION WITH SAID SE 1/4 R/W LINE OF LATERAL "A-A"; THENCE N 40° 58' 02" E ALONG SAID SE 1/4 LINE 1772.33' 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 VII, 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:

DR Feaster
Its: Senior Vice President

Monique S. Walter

(CORPORATE SEAL)

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

Darlene Bryant

By:

DR Feaster
Its: President

Monique S. Walter

(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: Notary Public, State of Florida at Large
My Commission Expires April 29, 1990
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 PA 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