

GENERAL COVENANTS, EASEMENTS AND RESTRICTIONS
FOR
THE LAKES OF SARASOTA

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Page 337

O.R. 1641 PG 0600

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 the "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 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

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O.R. 1641 PG 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.

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 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.

O. R. 1641 PG 0603

O.R. 1641 PG 0604

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.0 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

O.R. 1641 PG 0605

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 LAKES 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 of 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.

O. R. 1641 PG 0606

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

O.R. 1641 PG 0607

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, reliction 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

O.R. 1641 PG 0609

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

O.R. 1641 PG 0610

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 aforestated 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.

O.R. 1641 PG 0611

(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

O.R. 1641 PG 0613

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 members, 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

O. R. 1641 PG 0615

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

O. R. 1641 PG 0616

Easement Areas and facilities thereon and appurtenances thereto. No structures, 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, guests and invitees, 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

O. R. 1641 PG 0617

liable to the Maintenance Association for 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

O. R. 1641 PG 0619

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 2 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;

O. R. 1641 PB 0620

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

O. R. 1641 PG 0622

(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.

O.R. 1641 PG 0623

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

O.R. 1641 PG 0624

Units for the Maintenance Expenses. Accordingly, 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 Covenants.

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 such coverage, of all improvements 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

O.R. 1641 PG 0626

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

O. R. 1641 PG 0527

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

O.R. 1641 PG 0628

Maintenance Areas 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.

O.R. 1641 PG 0629

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

O. R. 1641 PG 0630

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 grantee 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

O.R. 1641 PG 0631

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.

F. 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

O. R. 1641 PG 0636

(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

[Signature]
Deane E. Richards

By: [Signature]

Attest: Robert E. Arnow

(SEAL)

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

[Signature]
Deane E. Richards

By: [Signature]

Attest: [Signature]

(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. Arnow, the Sec. 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.

Deane E. Richards
Notary Public

My Commission Expires: Notary Public, State of Florida at Large
My Commission Expires Aug. 26, 1987

(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 Donald Feaster, 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 19th 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 THRU AGENT'S NOTARY BROKERAGE

(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 & 3 of the Platted subdivision of the SE $\frac{1}{4}$ of Section 27 as recorded in Plat Book 3 at Page 25 of the Public Records of Sarasota County, Florida and that part of the SE $\frac{1}{4}$ of said Section 26, and being more particularly bounded and described as follows:

Commence at the NE corner of the SE $\frac{1}{4}$ of said Section 27; thence S 0° 15' 06" W along the section line between Sections 26 & 27 126.02' to the SW $\frac{1}{4}$ 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 1955.62' to the NW $\frac{1}{4}$ R/W of Lateral "AA", Sarasota-Fruitville Drainage District R/W (52' wide); thence S 40° 58' 02" W along said NW $\frac{1}{4}$ R/W 1747.15' to a P.I. in said Lateral; thence along the N $\frac{1}{4}$ R/W of said Lateral "AA" S 89° 39' 50" W 386.03' and S 89° 39' 55" W 575.51' to the E $\frac{1}{4}$ R/W of McIntosh Road (existing 80' R/W) lying 50' E $\frac{1}{4}$ from centerline; thence N 0° 20' 05" W along said E $\frac{1}{4}$ R/W 0.89' to the P.C. of a curve; thence NW $\frac{1}{4}$ along arc of said curve, having a radius of 602.96' through a central angle of 29° 48' 12", 515.64' 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 $\frac{1}{4}$ along arc of said curve, through a central angle of 50° 00' 00", 284.29' to the P.T.; thence N 0° 08' 17" W, 1947.09' to the S $\frac{1}{4}$ R/W of Bahia Vista Street (50' R/W); thence N 89° 04' 05" E along said S $\frac{1}{4}$ R/W 494.14' to the said SW $\frac{1}{4}$ R/W of Sarasota-Fruitville Drainage District R/W (100' wide); thence S 51° 04' 25" E along said SW $\frac{1}{4}$ R/W 157.57' to the P.O.B.

Containing 85.415 acres of land, more or less.

The above described parcel being bounded as follows:

On the North by S $\frac{1}{4}$ R/W of Bahia Vista Street; Northeasterly by the SW $\frac{1}{4}$ R/W of Main "A", Sarasota-Fruitville Drainage District (100' R/W); Southeasterly and South by Lateral "AA", Sarasota-Fruitville Drainage District (52' wide) and West by the E $\frac{1}{4}$ 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, 1055.59' to the SE corner of the W $\frac{1}{2}$ 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 W $\frac{1}{2}$, 680.96'; thence S 89° 40' 06" W along the North line of said W $\frac{1}{2}$, 345.38'; thence S 0° 06' 53" W along the West line of said W $\frac{1}{2}$, 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", 1772.55' to the SW'ly R/W of Sarasota-Fruitville Drainage District R/W (100' R/W); thence S 31° 04' 23" E along said SW'ly R/W 1550.82' 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).

It is the W $\frac{1}{2}$ 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 W $\frac{1}{2}$ 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, 1055.59' for a P.O.B.; thence continue S 89° 39' 30" W along said south line 545.20'; 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 2154, 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. 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 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, 1955.62' 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, 67.25'; thence S 49° 01' 58" 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. 1041 PG 0641

O.R. 1641 P8 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. 1641 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'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, 1059.44'; thence S 38° 55' 37" W, 273.27' for a P.O.B.; thence S 53° 38' 05" E, 101.78'; thence S 52° 50' 12" E, 298.86'; thence S 54° 38' 47" E, 250.07'; thence S 76° 23' 04" E, 255.21' to the Point of Termination lying on the NW'ly boundary of lift station site parcel and located N 40° 55' 02" E, 13.55' from the most W'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'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, 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'ly boundary line of the lift station site parcel to the SW'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'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, 1943.62' for a P.O.B.; thence S 40° 58' 02" W, parallel with and lying 10.00' NW'ly therefrom the NW'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'ly boundary of lift station site parcel and located N 49° 01' 58" W, 10.00' from the most E'ly corner of said parcel.

O.R. 1641 PG 0644

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.

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:

O.R. 1641 PG 0645

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' 45" E, along the S'ly line of a private road easement, 56.57'; thence N 89° 51' 45" 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.

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:

O.R. 1641 PG 0646

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' 45" W, 56.57'; THENCE N 0° 08' 17" W, ALONG SAID PROPOSED E'LY R/W LINE FOR MCINTOSH ROAD, 253.41' TO THE P.O.B.

SAID EASEMENT ENCOMPASSING 1.4913 ACRES, MORE OR LESS.

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 0647

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, 29.28'; 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 1401.65' 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 50° 08' 17" E, 145.06' 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", 334.45' 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° 59' 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 50° 08' 17" W, along said proposed R/W, 145.06' 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' 05" 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' 05" 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), 504.45' 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 P8 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:

COMMENCE AT THE NE CORNER OF THE SE½ OF SAID SECTION 27; THENCE
S 89° 04' 03" W, ALONG THE NORTH LINE OF SAID SE½ 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, 51.94' 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, 189.73'; 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 UNITS 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

O.R. 1641 PG U650

RECORDED'S M.B.M.O. - attestation of writing, typing or
printing for reproductive purposes 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:

COMMENCE AT THE NE CORNER OF THE SE1/4 OF SAID SECTION 27; THENCE S 89° 04' 03" W, ALONG THE NORTH LINE OF SAID NE1/4 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 SW1/4 LINE OF A 50' DRAINAGE EASEMENT, 31.21'; THENCE S 89° 04' 03" W, ALONG THE S1/4 LINE OF A 20' LANDSCAPING/BUFFER EASEMENT BEING PARALLEL WITH AND LYING 70.00' S1/4 THEREFROM SAID CENTERLINE OF BAHIA VISTA STREET, 253.18'; THENCE N 0° 55' 57" W, ALONG THE E1/4 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 N1/4 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 W1/4 LINE OF SAID CONDOMINIUM UNIT 2-1 FOR A DISTANCE OF 1.61'; THENCE S 89° 04' 03" W, ALONG SAID S1/4 LINE OF 20' LANDSCAPING/BUFFER EASEMENT, 13.40'; THENCE N 0° 55' 57" W, ALONG THE E1/4 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 N1/4 LINE OF SAID CONDOMINIUM UNITS 1-2 AND 1-1 FOR A DISTANCE OF 74.50'; THENCE S 0° 55' 57" E, ALONG THE W1/4 LINE OF SAID UNIT 1-1 FOR A DISTANCE OF 2.21'; THENCE S 89° 04' 03" W, ALONG SAID S1/4 LINE OF 20' LANDSCAPING/BUFFER EASEMENT, 10.07'; THENCE S 44° 27' 53" W, 42.72'; THENCE S 0° 08' 17" E, ALONG THE E1/4 LINE OF A 20' LANDSCAPING/BUFFER EASEMENT (SAID LINE LYING 70.00' E1/4 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 N1/4 LINE OF "LAKE DRAINAGE EASEMENT", SAID POINT BEING ON A CURVE CONCAVE TO THE SE1/4 WHOSE RADIUS POINT IS LOCATED S 26° 21' 18" E, 100.00'; THENCE NE1/4 ALONG ARC OF SAID CURVE AND SAID N1/4 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 SW1/4 HAVING A RADIUS OF 1510.00'; THENCE SE1/4 ALONG ARC OF SAID CURVE AND NE1/4 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 SW1/4 ALONG ARC OF SAID CURVE AND THE S1/4 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 W1/4 LINE OF "LAKE ACCESS EASEMENT", 53.49'; THENCE N 0° 08' 17" W, CONTINUING ALONG SAID W1/4 LINE OF "LAKE ACCESS EASEMENT", 140.35' TO A POINT ON A CURVE CONCAVE TO THE NW HAVING A RADIUS OF 200.00'; THENCE SW1/4 ALONG ARC OF SAID CURVE AND THE S1/4 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 S1/4 LINE OF ACCESS EASEMENT "A", 272.50'; THENCE S 44° 51' 43" W, ALONG SAID ACCESS EASEMENT, 56.57'; THENCE N 0° 03' 17" W, ALONG THE E1/4 R/W LINE (50' E1/4 OF CENTERLINE) OF MCINTOSH ROAD, 540.69' TO ITS INTERSECTION WITH THE S1/4 R/W LINE OF BAHIA VISTA STREET (50' S1/4 OF CENTERLINE); THENCE N 89° 04' 03" E, ALONG SAID S1/4 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 "GREEN 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 OVERLAP 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.

O.R. 1841 PG 0651

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

RECREATION AREA

O.R. 1041 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, 200.55' 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.

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

REAL PROPERTY SUBMITTED TO CONDOMINIUM OWNERSHIP (RESIDENTIAL UNITS)

0653
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.

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 30° 15' 06" W, ALONG THE EAST LINE OF SAID SE¼ (EAST LINE OF SECTION 27) FOR A DISTANCE OF 366.87'; 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, 181.54' 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 PG 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 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 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 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 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 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 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, 2.96' TO THE P.O.B.

CONTAINING 0.1217 ACRES, MORE OR LESS.

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

REAL PROPERTY SUBMITTED TO CONDOMINIUM OWNERSHIP (GARAGES & CARPORTS)

O.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 9° 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 0.0624 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 303.87'; 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, 28.61'; THENCE N 18° 09' 44" W, 49.61'; THENCE N 71° 50' 16" E, 28.61' TO THE P.O.B.

CONTAINING 0.0326 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° 33' 17" W, 28.63'; THENCE N 31° 21' 43" W, 49.67'; THENCE N 53° 33' 17" E, 28.63' 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. 1641 PG 0656

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 0.0328 ACRES, MORE OR LESS.

AND:

A PARCEL OF LAND LYING IN SECTION 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 655.44' 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. 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 648.18'; THENCE S 86° 44' 54" E, 46.61' FOR A P.O.B.; THENCE N 23° 58' 48" E, 28.59'; THENCE S 66° 01' 12" E, 26.95'; THENCE S 23° 58' 48" 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

482346

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. 1740 PG 1610

Sundial Group, Inc.
One Birch Dr. Suite 200m
St. Pete, 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:

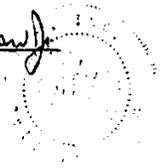
Diane E. Richards

By: [Signature]
Alan W. Kimbro,
Exec. - President

[Signature]

Attest: [Signature]
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. Kimbro, 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

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

(SEAL)

SARASOTA
1/18/84--lee
Rev1

O.R. 1740 PG 1612

EXHIBIT "A"
MAINTENANCE ASSOCIATION
"Supplemental Committed Property"



ENGINEERING ASSOCIATES, INC. Telephone 924-1101

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

O. R. 1740 PG 1613

DESCRIPTION OF: SUPPLEMENTAL COMMITTED PROPERTY

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

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

CONTAINING 2.660 ACRES, MORE OR LESS.



ENGINEERING ASSOCIATES, INC. Telephone 924-1101

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

O.R. 1740 PG 1614

Also

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

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

Containing 0.825 Acres \pm

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

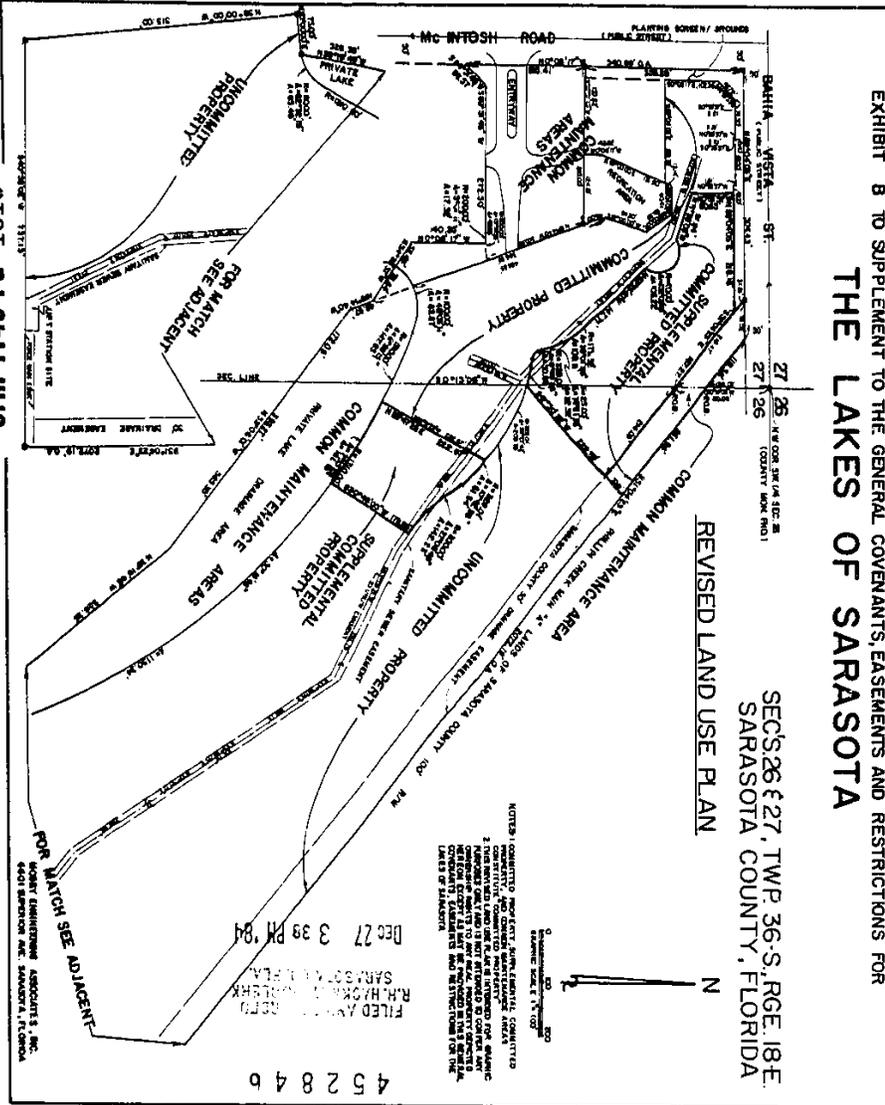
AUG 31 1984

O.R. 1740 PG 1615

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



NOTES: UNCOMMITTED AND COMMITTED MAINTENANCE COVENANTS
 1. UNCOMMITTED MAINTENANCE COVENANTS ARE NOT TO BE CONSIDERED AS A BASIS FOR THE LAKES OF SARASOTA
 2. UNCOMMITTED MAINTENANCE COVENANTS ARE NOT TO BE CONSIDERED AS A BASIS FOR THE LAKES OF SARASOTA
 3. UNCOMMITTED MAINTENANCE COVENANTS ARE NOT TO BE CONSIDERED AS A BASIS FOR THE LAKES OF SARASOTA
 4. UNCOMMITTED MAINTENANCE COVENANTS ARE NOT TO BE CONSIDERED AS A BASIS FOR THE LAKES OF SARASOTA

Dec 27 3 39 PM '84
 FILED AND RECORDED
 R.H. HASKINS, REGISTERED
 SARASOTA COUNTY, FLORIDA

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FOR MATCH SEE ADJACENT
 MOORE ENGINEERING ASSOCIATES, INC.
 4401 SANDHURST AVE. SARASOTA, FLORIDA

FOR MATCH SEE ADJACENT
 MOORE ENGINEERING ASSOCIATES, INC.
 4401 SANDHURST AVE. SARASOTA, FLORIDA

452847

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

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.

O.R. 1740 PG 1616

N 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:

SUNDIAL GROUP, INC.

Diane E. Richards

By: [Signature]
Alan W. Kimbro,
Exa. Vice President

Jill A. Wood

Attest: [Signature]
Secretary

(SEAL)



STATE OF FLORIDA)
COUNTY OF Pinellas) SS.:

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to take acknowledgments, Alan W. Kimbro and Robert E. Aronoff, Jr., the President and Secretary, respectively, of SUNDIAL GROUP, INC., to me known to be the persons who signed the foregoing instrument as such officers, and they severally acknowledged that the execution thereof was their free act and deed as such officers for the uses and purposes therein expressed and that the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 26th day of December, 1984.

Diane E. Richards
Notary Public

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

(SEAL)

SARASOT4
7/02/84:lee
Rev2

O. R. 1740 PG 1617

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

O.R. 1740 PG 1619

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 190.06' FOR A P.O.B.; THENCE S 51° 04' 23" E, INTO SAID SECTION 26, ALONG THE SW'LY LINE OF A 56' SARASOTA COUNTY DRAINAGE EASEMENT (SAID LINE LYING 50' SW'LY FROM AND PARALLEL WITH THE SW'LY R/W LINE OF 100' DRAINAGE R/W FOR PHILLIPPI CREEK MAIN "A"), FOR A DISTANCE OF 214.09'; THENCE S 47° 50' 32" W, 228.99' TO A POINT ON A CURVE CONCAVE TO THE SW WHOSE RADIUS POINT IS LOCATED S 16° 55' 59" W, 329.01'; THENCE NW'LY ALONG ARC OF SAID CURVE, HAVING A RADIUS OF 329.01'; THROUGH A CENTRAL ANGLE OF 8° 49' 36", 50.69' TO THE P.R.C. OF A CURVE CONCAVE TO THE NE; THENCE NW'LY ALONG ARC OF SAID CURVE HAVING A RADIUS OF 25.00', THROUGH A CENTRAL ANGLE OF 74° 31' 36", 32.52' TO THE P.R.C. OF A CURVE CONCAVE TO THE SW; THENCE NW'LY ALONG ARC OF SAID CURVE HAVING A RADIUS OF 173.52', THROUGH A CENTRAL ANGLE OF 36° 01' 39", 109.11' TO THE P.T.; THENCE N 43° 23' 40" W, 147.71' TO A POINT ON A CURVE CONCAVE TO THE SW WHOSE RADIUS POINT IS LOCATED N 57° 52' 19" W, 40.00'; THENCE NW'LY ALONG ARC OF SAID CURVE, HAVING A RADIUS OF 40.00', THROUGH A CENTRAL ANGLE OF 152° 09' 19", 106.22'; THENCE N 71° 38' 08" W, 91.94'; THENCE N 0° 55' 57" W, 80.65'; THENCE N 89° 04' 03" E, ALONG A LINE PARALLEL WITH AND LYING 70.00' S'LY THEREFROM THE CENTERLINE OF BAHIA VISTA STREET (NORTH LINE OF SE $\frac{1}{4}$ OF SECTION 27) FOR A DISTANCE OF 218.18'; THENCE S 51° 04' 23" E, ALONG SAID SW'LY LINE OF 50' SARASOTA COUNTY DRAINAGE EASEMENT, 187.27' 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 [±]

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

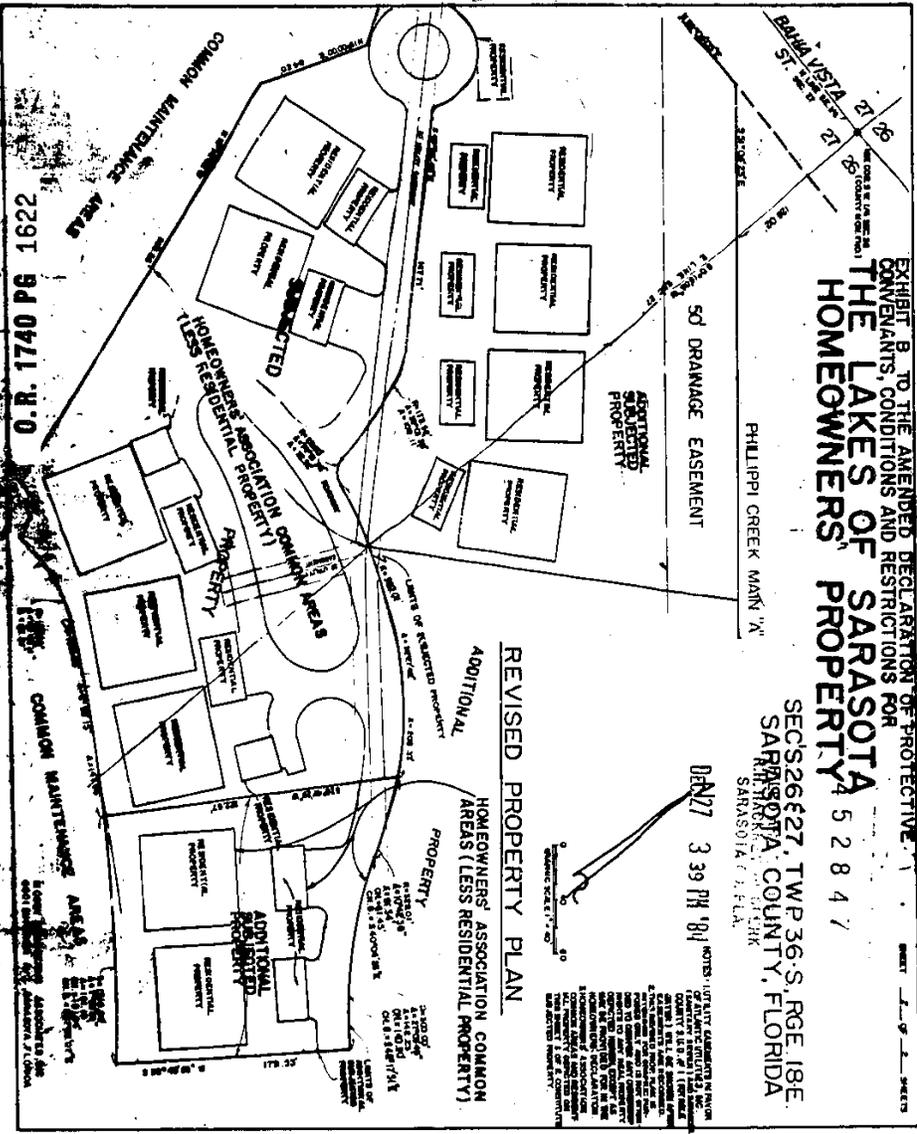


EXHIBIT B TO THE AMENDED DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS FOR
THE LAKES OF SARASOTA
HOMEOWNERS' PROPERTY
 SEC 26 & 27, TWP 36 S, RGE 18 E
 SARASOTA COUNTY, FLORIDA
 SARASOTA, FLA.

DEN 27 3 39 PM '84

NOTES: 1. UTILITY CLASSES IN THIS PLAN ARE SHOWN FOR INFORMATION ONLY. THE LOCATION AND DEPTH OF ANY UTILITIES SHALL BE DETERMINED BY THE HOMEOWNER. 2. THE HOMEOWNER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE APPROPRIATE AGENCIES. 3. THE HOMEOWNER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE APPROPRIATE AGENCIES. 4. THE HOMEOWNER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE APPROPRIATE AGENCIES. 5. THE HOMEOWNER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE APPROPRIATE AGENCIES.

O.R. 1740 PG 1622

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AMENDMENT TO
DECLARATION OF CONDOMINIUM
OF
THE LAKES OF SARASOTA CONDOMINIUM 2

591625

O.R. 1824 PG 2672

WHEREAS, Sundial Group, Inc., a Florida corporation (hereinafter referred to as the "Developer"), submitted the real property described in Exhibit A hereto to the condominium form of ownership pursuant to Chapter 718, Florida Statutes, pursuant to a Declaration of Condominium recorded in Official Records Book 1740, Page 1623 of the Public Records of Sarasota County, Florida (the "Declaration"); and

WHEREAS, Sundial Group, Inc. is defined in the Declaration as the Developer; and

WHEREAS, pursuant to the provisions of Article XXV.B of the Declaration, Developer reserved the right to amend the Declaration by its act alone, to attach surveyor's certificates certifying the completion of each Building of the Condominium as set forth in Section 718.104(4)(e), of Florida Statutes.

NOW, THEREFORE, Developer amends the Declaration to attach the surveyor's certification as to Buildings 3 and 4, and the survey and floor plans for Buildings 3 and 4, all attached hereto as Exhibit B.

Witnesses:

Monique Swartz
Jill A. Hunt

DEVELOPER:
SUNDIAL GROUP, INC.,
a Florida corporation
By: Donald R. Feaster
Donald R. Feaster
as Senior Vice President
Attest: Robert E. Arnow, Jr.
Robert E. Arnow, Jr.
as Secretary

STATE OF FLORIDA)
: SS.
COUNTY OF)

Corporate Seal

FILED
IN
SARASOTA
FLORIDA
DEC 23 2 55 PM '85

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized and acting, Donald R. Feaster and Robert E. Arnow, Jr., the Senior Vice President and Secretary, respectively, of SUNDIAL GROUP, INC., to me known to be the persons who signed the foregoing instrument as such officers, and they severally acknowledged the execution thereof to be their free act and deed as such officers for the uses and purposes therein mentioned, and they affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid, this 19th day of December, 1985.



Sandra L. Ross
Notary Public
My Commission Expires:

LAKESTAL
12/09/85:rkm

Notary Public, State of Florida at Large
My Commission Expires Aug. 29, 1987
BONDED THRU AGENTS' NOTARY BROKERAGE

Prepared by:
Steven Rosenberg
Sherr, Tiballi & Payne

Kevin E. Byrne
1210 Cottonwood Tr.
Sarasota, FL 33522

RETURN TO:
This Instrument Prepared By:
Steven Rosenberg
Sherr, Tiballi & Payne
Post Office Box 9208
Fort Lauderdale, FL 33310

THIS AMENDMENT IS BEING RE-RECORDED TO CORRECT OFFICIAL RECORDS BOOK 1824, PAGE 2672, OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA, TO INCLUDE EXHIBIT "A" AND "B" WHICH WERE INADVERTENTLY OMITTED AT RECORDING.

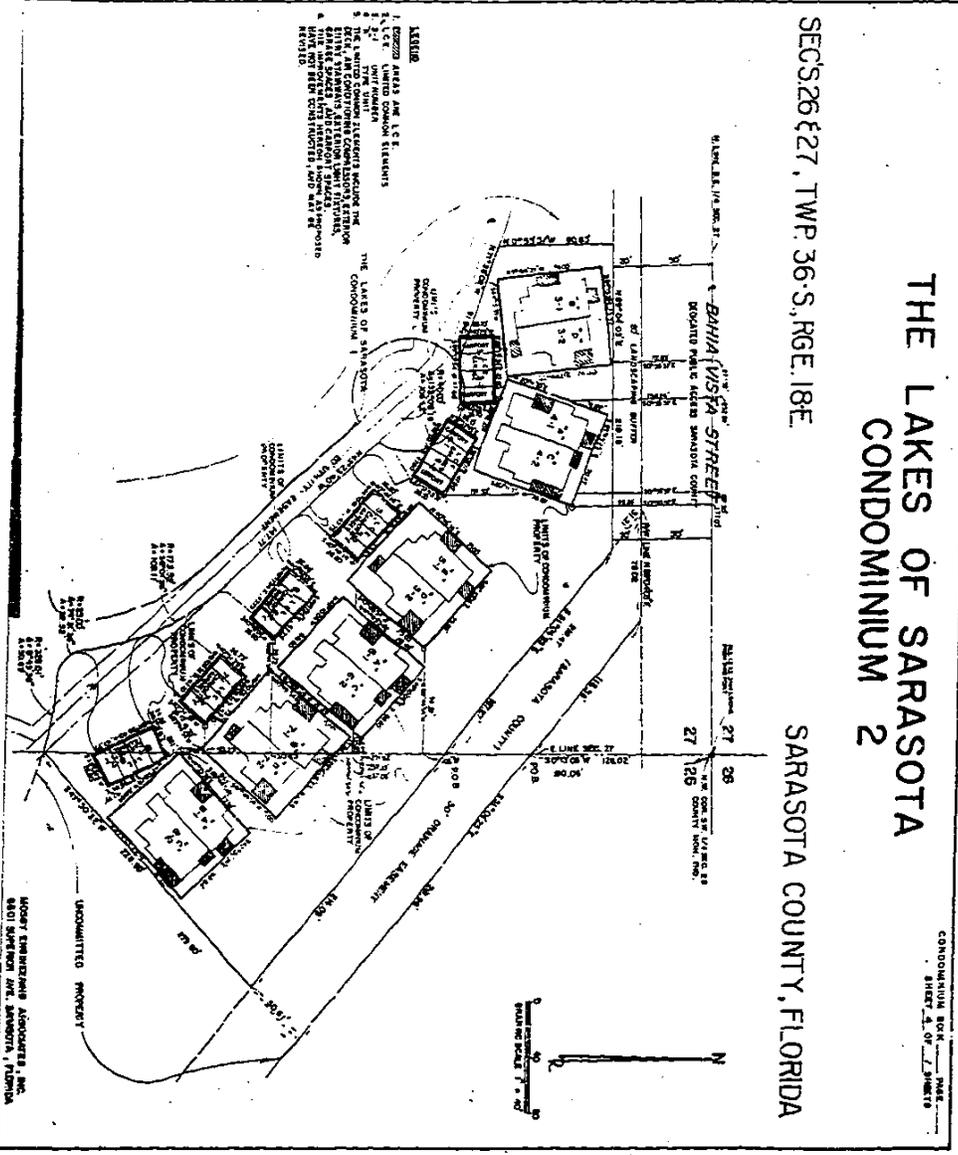
O.R. 1841 PG 1559

THE LAKES OF SARASOTA CONDOMINIUM 2

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

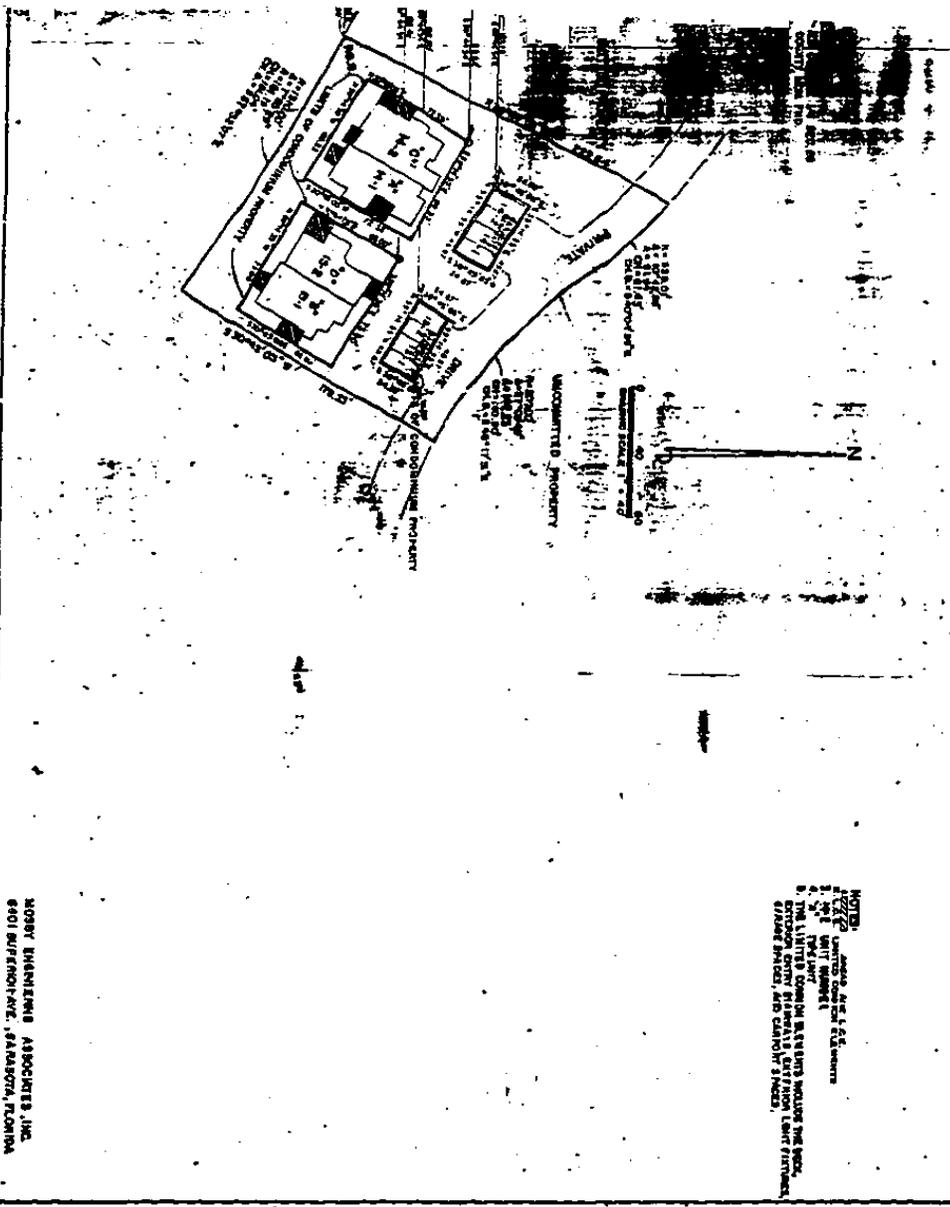
SARASOTA COUNTY, FLORIDA

CONDOMINIUM BOOK _____ PAGE _____
SHEET 2 OF 2 SHEETS



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THE LAKES OF SARASOTA
CONDOMINIUM 2
SARASOTA COUNTY, FLORIDA



NOTES:
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KOSBY ENGINEERS ASSOCIATES, INC.
8401 SUPERIOR AVE., SARASOTA, FLORIDA

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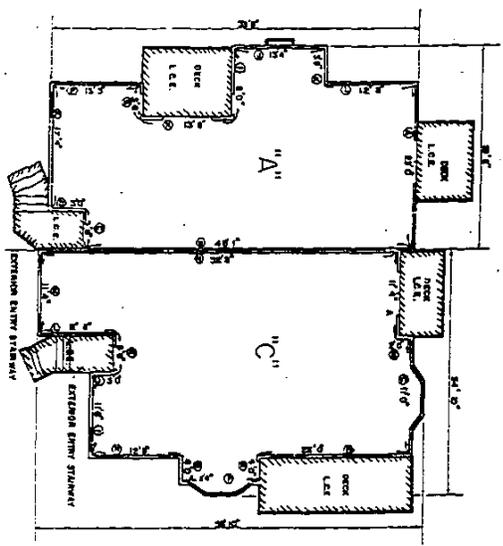
O.R. 1841 PG 1565

THE LAKES OF SARASOTA
CONDOMINIUM 2

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

SARASOTA COUNTY, FLORIDA

CONDOMINIUM BOOK OF _____
SHEET _____ OF _____ SHEETS



TYPICAL "A" UNIT

TYPICAL "C" UNIT

NO.	DESCRIPTION	AMOUNT	TOTAL
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NOTES: ALL DIMENSIONS SHOWN ABOVE ARE APPROXIMATE. CONTRACTOR SHALL VERIFY ALL DIMENSIONS BEFORE BEGINNING WORK. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF SARASOTA AND THE FLORIDA DEPARTMENT OF REVENUE. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF SARASOTA AND THE FLORIDA DEPARTMENT OF REVENUE. CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF SARASOTA AND THE FLORIDA DEPARTMENT OF REVENUE.

MOORE ENGINEERING ASSOCIATES, INC.
5001 SPANISH WATERS, SARASOTA, FLORIDA

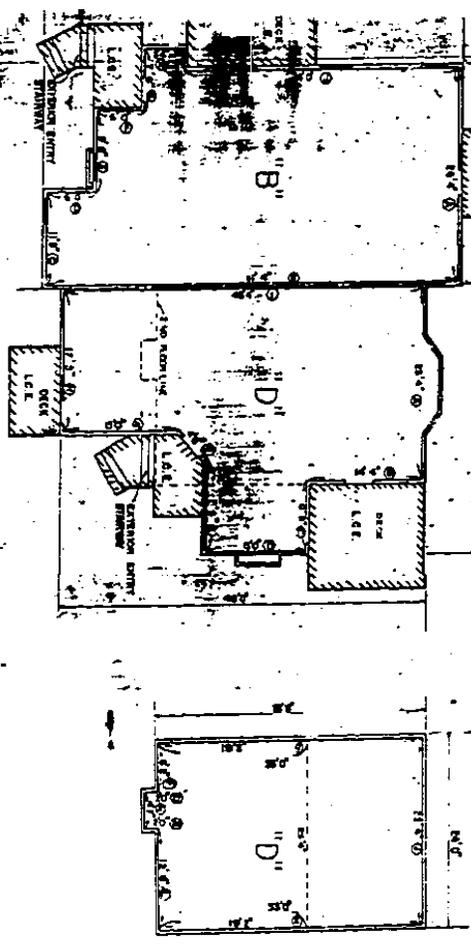
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THE LAKES OF SARASOTA
CONDOMINIUM #2

27 TWP 36-S, RGE 18E

SARASOTA COUNTY, FLORIDA

CONDOMINIUM BOOK OF 27 SHEETS



TYPICAL "B" UNIT

TYPICAL "D" UNIT

UNIT NO.	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27
AREA																											
PERCENTAGE																											

UNIT NO.	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27
AREA																											
PERCENTAGE																											

ALL DIMENSIONS SHOWN ABOVE ARE APPROXIMATE FOR GENERAL REFERENCE ONLY. DIMENSIONS SHALL BE AS SHOWN ON THE PLANS AND SHALL BE THE BASIS FOR CONSTRUCTION. DIMENSIONS MAY VARY FROM TIME TO TIME. THE ARCHITECT SHALL BE RESPONSIBLE FOR THE ACCURACY OF THE DIMENSIONS AND SHALL BE RESPONSIBLE FOR THE CONSTRUCTION OF THE UNITS. THE ARCHITECT SHALL BE RESPONSIBLE FOR THE CONSTRUCTION OF THE UNITS. THE ARCHITECT SHALL BE RESPONSIBLE FOR THE CONSTRUCTION OF THE UNITS.

MOORE ENGINEERING ASSOCIATES, INC.
6001 SUPERIOR AVE., TAMPA, FLORIDA

FILED AND RECORDED
R.H. BACKER, CLERK
SARASOTA CO. FLA.

MAR 14 8 58 AM '86

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

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

O. R. 2027 PG 2386

BY THIS FIFTH AMENDMENT TO DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS AND RESTRICTIONS FOR THE LAKES ESTATES OF SARASOTA, the Lakes Estates Homeowners Association, Inc., a Florida not for profit corporation (Lakes Estates Association), and its Board of Directors (Board) amends the Declaration of Protective Covenants, Conditions and Restrictions for the Lakes Estates of Sarasota as follows:

1. The Declaration of Protective Covenants, Conditions and Restrictions for the Lakes Estates of Sarasota, dated May 15, 1985 and recorded June 10, 1985 in O.R. Book 1785, Page 2043, governs the use of the property contained within the development according to the plat thereof, recorded in Plat Book 30, Page 15, of the Public Records of Sarasota County, Florida.

2. The Declaration of Protective Covenants, Conditions and Restrictions for the Lakes Estates of Sarasota, were amended by Amendment to the Declaration dated July 19, 1985 and recorded July 30, 1985 in O.R. Book 1795, Page 1858, Public Records of Sarasota County, Florida.

3. The Declaration of Protective Covenants, Conditions and Restrictions for the Lakes Estates of Sarasota, were amended further by a second amendment dated December 5, 1985 and recorded in O.R. Book 1822, Page 2242, Public Records of Sarasota County, Florida.

4. The Declaration of Protective Covenants, Conditions and Restrictions for the Lakes Estates of Sarasota, were amended further by a third amendment dated November 17, 1986 and recorded in O.R. Book 1902, Page 1496, Public Records of Sarasota County, Florida.

5. The Declaration of Protective Covenants, Conditions and Restrictions for the Lakes Estates of Sarasota, were amended further by a fourth amendment dated April 21, 1987 and recorded in O.R. Book 1943, Page 2371, Public Records of Sarasota County, Florida.

Handwritten:
Daniel J. ...
2170 Main St.
Sarasota, FL 34237

6. It is the intent and purpose of this Fifth Amendment to amend the Declaration, as previously amended, in the manner that is consistent with the provisions set forth in this Fifth Amendment. Accordingly, all of the words and phrases of the Declaration, 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 Declaration 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 Declaration or previous amendments, the terms of this amendment shall prevail.

7. The following amendments were approved by the consent of the unit owners of at least 2/3 of all units and with the approval of a majority of the Board, as required by the Declaration.

8. Article IX entitled Operating Expenses; certain assessment classifications, paragraph c., entitled insurance, subparagraph 2, is amended to change the requirement for coverage of not less than \$5,000,000.00 to \$1,000,000.00, and shall read as follows:

A comprehensive policy of public liability insurance, and, if appropriate, owners, landlord and tenant policies naming the Lakes Estates Association and, until the Turnover Date, the Developer 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 Lakes Estates Common Areas and any improvements and buildings located thereon, and for any other risks insured against by such policies with limits of not less than One Million Dollars (\$1,000,000.00) for damages incurred or claimed by any one person for any one occurrence and not less than One Million Dollars (\$1,000,000.00) for damages incurred or claimed for any one occurrence and for not less than One Hundred Thousand Dollars (\$100,000.00) property damage per occurrence with no separate limits stated for the number of claims. Such coverage shall include as appropriate, without limitation, protection against water damage liability, liability for nonowned and hired automobiles, liability for property of others, host liquor liability and such other risks as are customarily covered with respect to areas similar to the Lakes Estates Common Areas in developments similar to the Lakes Estates in construction, location and use.

9. Section III, entitled Land Use Classifications and

Restrictions, paragraph c., entitled additional provisions for the preservation of the values and amenities of the Lakes Estates, subparagraph 1, entitled improvements to lots, etc., subparagraph (c), is amended to read as follows:

Approval or Disapproval by the Lakes Estates Association: The Lakes Estates Association shall have the right to refuse to approve any Plans which, in its sole discretion, the Lakes Estates Association shall consider the suitability of the proposed Dwelling Units, building, improvements, structures or landscaping materials of which the same are to be built or planned, the Development Plans or portions thereof, the site upon which such are proposed to be erected, the harmony thereof with the surrounding area, property, Dwelling Units, and other improvements and the effect thereof on the adjacent or neighboring property. Any and all approvals or disapprovals of the Lakes Estates Association shall be in writing and shall be sent to the respective Owners. In the event the Lakes Estates Association fails to approve or to disapprove in writing any proposed Plans and any and all of the reasonably requested information and materials related thereto, within a period of 60 days from the date the Proposed Plans are received by The Lakes Estates Association, then said Plans shall be deemed to have been approved by the Lakes Estates Association and the appropriate written approval delivered forthwith. All construction and landscaping shall be done in accordance with the Plans approved by the Lakes Estates Association unless a deviation therefrom has been approved in writing by the Lakes Estates Association. Notwithstanding the foregoing, no Dwelling Unit, improvement, structure or other item for which the Lakes Estates Association approval is required shall be deemed approved pursuant to the foregoing or allowed to remain which violates any of the provisions of this Declaration or any other of the Lakes Estates Documents.

10. Except as amended hereby and by prior amendments, and as interpreted in the manner set forth in paragraph 2 above, the Declaration shall remain and continue in full force and effect and shall not otherwise be deemed modified, revoked or terminated in any manner by this amendment.

IN WITNESS WHEREOF, this Fifth Amendment to Declaration has been signed by the President of the Lakes Estates Homeowners Association, Inc., on April 26, 1988.

Signed, sealed and delivered in the presence of:

Daniel E. Scott
Jim Scott

John A. [Signature]
President

STATE OF FLORIDA
COUNTY OF SARASOTA

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State and County aforesaid to take acknowledgments, personally appeared JOHN HOBACK, as President, to me known to be the person described in and who executed the foregoing instrument and he acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State aforesaid on April 26, 1988.

Daniel E. Scott

NOTARY PUBLIC
My Commission Expires

Notary Public, State of Florida
My Commission Expires September 2, 1991
Record This Instrument



O.H. 2027 PG 2389

RECORDED IN OFFICIAL
RECORDS DEPT
MAY 2 10 11 AM '88
KAREN L. HOUGHTON
CLERK OF CIRCUIT COURT
SARASOTA COUNTY, FLA.

ret to:

THIS INSTRUMENT PREPARED BY:
DANIEL E. SCOTT ESQ.
2572 MAIN ST.
SARASOTA, FLORIDA 33577

12/15
R-5

92089542

This instrument prepared by
and return to:
CHAD M. McCLENATHEN, ESQ.
BECKER & POLIAKOFF P.A.
P.O. BOX 49675
Sarasota, Florida 34230

CERTIFICATE OF AMENDMENT TO
DECLARATIONS OF CONDOMINIUM OF THE LAKES OF SARASOTA
CONDOMINIUMS 2 AND 3, AND ARTICLES OF
INCORPORATION AND BYLAWS OF THE LAKES
OF SARASOTA CONDOMINIUM ONE ASSOCIATION, INC.

** OFFICIAL RECORDS **
BOOK 2421
PAGE 2948

THE UNDERSIGNED officers of The Lakes of Sarasota Condominium One Association Inc., formerly known as The Lakes of Sarasota Condominium Association, Inc., a not-for-profit Florida corporation organized and existing to operate and maintain The Lakes of Sarasota Condominium 2, according to the Declaration of Condominium thereof, as recorded in O.R. Book 1740, Page 1623, et seq., of the Public Records of Sarasota County, Florida, and The Lakes of Sarasota Condominium 3, according to the Declaration of Condominium thereof, as recorded in O.R. Book 1805, Page 2509, et seq., also of the Public Records of Sarasota County, Florida, hereby certify that the following amendments to the said Declarations of Condominium were approved by not less than two-thirds of the voting interests in each condominium at a membership meeting held December 16, 1991. The undersigned further certify that the amendments were also approved by not less than a majority of the Board of Directors at a Board meeting held the 20th day of January, 1992.

Further, the undersigned certify that the following amendments to the Articles of Incorporation and Bylaws of The Lakes of Sarasota Condominium One Association, Inc., which Articles and Bylaws, as amended and restated from time to time, have been recorded and referenced as exhibits to the aforesaid Declarations of Condominium, were also amended upon the approval of not less than the majority of the total membership of the Association, and by not less than the majority of the Board of Directors of the Association, at the membership and Board meetings referenced above.

(Additions indicated by underlining, deletions by ---)

DECLARATIONS OF CONDOMINIUM

XVI. MAINTENANCE, REPAIRS AND ALTERATIONS

A. Unit Owners

1. Except as set forth below in this Article XVI, each Unit Owner shall maintain in good condition and repair and replace at his expense when necessary all portions of his Unit, including, but not limited to, exhaust fans, hot water heaters, all interior and exterior doors, including French doors and sliding glass doors, windows, window screens, screens, --and sliding-glass-doors, all interior surfaces within or surrounding his Unit, such as the surfaces of the walls, ceilings and floors and the fixtures therein; and the Limited Common Elements which serve or are a part of the Unit, including, but not limited to, Air Conditioning Compressors, Greenhouse Windows, Decks, including screens, windows, window screening and all other improvements to the Owner's deck provided nothing herein shall be construed to permit an Owner to make alterations, additions or improvements without the prior written consent of the Board of Directors as elsewhere required, and Exterior Light Fixtures.

(All other provisions of Article XVI shall remain unchanged)

XVII. COMMON EXPENSES, OPERATING EXPENSES, MAINTENANCE EXPENSES, AND ASSESSMENTS

3. The Association shall have all of the powers, rights, privileges and may avail itself of any and all of the legal remedies provided for by the Act, including a lien upon a Unit for any unpaid Assessment or fines as permitted pursuant to Section 718.303(3), interest, costs and attorney's fees at all

trial and appellate levels incurred by the Association incident to the collection of such Assessments or the enforcement of such lien which accrue prior to the entry of a final judgment of foreclosure. ~~Assessment, including installments, thereon, not paid when due shall bear interest from the date when due until paid up to the highest rate permitted under law.~~ Assessments and installments on such assessments paid on or before ten (10) days after date when due shall not bear interest, but all sums not paid on or before ten (10) days after date when due shall bear interest at the highest rate per annum allowed by law from the date when due until paid. In addition to such interest, the Association may charge an administrative late fee in the amount of the greater of \$25.00, or 5% of each installment of the assessment, or such other amount as may be provided by the Condominium Act, as amended from time to time, for each delinquent installment. This administrative late fee shall be secured by the Association's lien rights. Any payment received by the Association shall be applied first to any interest accrued by the Association, then to the administrative late fee, then to any costs and reasonable attorney's fees incurred in collection, and then to the delinquent assessment.

(All other provisions of this Article XVI should remain unchanged)

ARTICLES OF INCORPORATION OF THE LAKES OF SARASOTA
CONDOMINIUM ONE ASSOCIATION, INC.

ARTICLE X
INDEMNIFICATION

Every Director, ~~and every officer and committee member of the Association (and the Directors and/or officers and committee members as a group)~~ shall be indemnified by the Association against all expenses and liabilities, including but not limited to civil penalties imposed by the Division of Florida Land Sales, Condominium and Mobile Homes, counsel fees and costs (at all administrative, trial and appellate levels) reasonably incurred by or imposed upon him or them in connection with any proceeding or litigation or settlement in which he may become involved by reason of his being or having been a Director or officer or Committee member of the Association. The foregoing provisions for indemnification shall apply whether or not he is a Director, or officer or Committee member at the time such expenses are incurred. Notwithstanding the above, in instances where a Director or officer or Committee member admits or is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties, the indemnification provisions of these Articles shall not apply. Otherwise, the foregoing rights to indemnification shall be in addition to and not exclusive of any and all right of indemnification to which a Director or officer may be entitled whether by statute or common law. The Association may acquire and maintain insurance on behalf of all officers, administrators, and committee members against liability asserted against them or incurred by them in their capacity as officers, administrators or committee members, or arising out of their status as such.

BYLAWS OF THE LAKES OF SARASOTA CONDOMINIUM
ONE ASSOCIATION, INC.

Section 9. Enforcement Procedures

Pursuant to Article XXIII, Paragraph B of the Declaration, the Association shall have the right to assess reasonable fines against an Owner or its guests, relatives, or lessees, in the

manner provided herein, ~~and such fines shall be collectible as any other assessment.~~ Each Board (the "Appointing Board") shall have the power to create an "Enforcement Committee" to be comprised of three (3) Members, one of which shall be a member of the Board, and one of which shall be designated as the Chairperson thereof. The Appointing Board shall also designate an Alternate Enforcement Committee Member to serve in the place of an absent member of the Enforcement Committee. The Enforcement shall serve a term consistent with the term of its Appointing Board. Members of the Enforcement Committee may be replaced with or without cause by majority vote of the Appointing Board.

(a) Conduct of Enforcement Hearing

(1) The Chairperson of the Enforcement Committee may call hearings of the Enforcement Committee; hearings may also be called by written notice signed by any member of the Enforcement Committee.

(2) The Chairperson shall present each case before the entire Enforcement Committee, and the "Alleged Non-complying Member" shall be given reasonable opportunity to be heard after the Chairperson's presentation. Formal rules of evidence shall not apply, but fundamental due process shall be observed and shall govern said proceedings.

(3) At the conclusion of the hearing, the Enforcement Committee shall issue an order affording the proper relief, if any, consistent with the powers granted herein. The order shall be by motion approved by at least two (2) members of the Enforcement Committee in order for the action to be official.

(b) Powers of the Enforcement Committee

The Enforcement Committee shall have the power to:

- (1) Adopt rules for the conduct of its hearings;
- (2) Effectuate the provisions set forth in this provision;
- (3) Issue Orders consistent with this provision; and
- (4) Order Non-complying Members, adjudged so pursuant to the provisions of this Paragraph, to pay a fine not to exceed ~~Twenty-Five-(\$25.00)~~ One Hundred (\$100.00) Dollars for each day the violation continues past the date set by the enforcement Committee for compliance, and not to exceed ~~Five-Hundred (\$500.00)~~ One Thousand (\$1000.00) Dollars under any circumstances. ~~A notarized copy of an order imposing a fine may be recorded in the public records and thereafter shall constitute a lien against the Unit owned by the Non-complying Member.~~

(c) Notice to Alleged Non-complying Members

Alleged Non-complying Members shall be notified by certified mail, return receipt requested, or by hand delivery, of a hearing at least ~~five-(5)~~ fourteen (14) days in advance of said hearing which notice shall include:

1. A statement of the date, time and place of the hearing;
2. A statement of the provisions of the declaration, association bylaws, or association rules which have allegedly been violated;
3. A short and plain statement of the matters asserted by the association; and

4. If a hearing is timely requested, the Enforcement Committee shall hold the same on the date and time and at the place set forth in the notice, and shall hear and receive the response of the violator and unit owner if other than the violator, including written and oral argument on all issues involved and shall hear any witnesses that the alleged violator, the unit owner, or the Enforcement Committee, or its agents, may produce. Any party at the hearing may be represented by counsel.

No alleged Non-complying Member shall be given notice of hearing before the Enforcement Committee unless said Alleged Non-complying Member has first been given reasonable opportunity to rectify the alleged non-complying condition.

(d) A fine pursuant to this section shall be assessed against the unit which the violator occupied or was visiting at the time of the violation, whether or not the violator is an owner of that unit, and shall be promptly paid to the Association by the owner of that unit. The owner shall be liable for attorney's fees and costs incurred by the Association incident to the levy or collection of the fine, including appellate proceedings.

(e) Nothing herein shall be construed as a prohibition of or a limitation on the right of the Board of Directors to pursue other means to enforce the provisions of the various condominium and Association documents including but not limited to legal action for damages or injunctive relief. In the event such other means are pursued, the Association shall not be required to comply with the procedures and provisions of this Article.

DATED this 13 day of July, 1992.

IN WITNESS WHEREOF, the Association has caused this instrument to be executed by its authorized officers this 13 day of July, 1992, at Sarasota County, Florida.

WITNESSES:

THE LAKES OF SARASOTA
CONDOMINIUM ONE ASSOCIATION, INC.

Cynthia A. Conway
Cynthia A. Conway
printed name
Cynthia A. Conway
Cynthia A. Conway
printed name

BY: Arthur A. Martin
Vice, President

BY: Ann W. Jones
Secretary

RECORDED IN OFFICIAL RECORDS
JUL 5 12 35 PM '92
OFFICE OF COUNTY CLERK
SARASOTA COUNTY, FL.

STATE OF FLORIDA)
COUNTY OF SARASOTA)

The foregoing instrument was acknowledged before me this 13 day of July, 1992 by Arthur A. Martin, as Vice President and Ann W. Jones, as Secretary of The Lakes of Sarasota Condominium One Association Inc., a Florida corporation, on behalf of the corporation. They are personally known to me or have produced identification and did not take an oath.

ROBERT D. JONES
Notary Public
Printed Name Robert D. Jones
State of Florida

My Commission Expires _____