

TIMBERLAKES

AMENDMENTS

17.00 REC.
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AMENDMENT
TO
DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS
AND RESTRICTIONS
FOR
TIMBERLAKES

O.R. 1956 PG 1553

O.R. 1963 PG 1234

The First Amendment to Declaration of Protective Covenants, Conditions and Restrictions for Timberlakes made this _____ day of May, 1987 by Sundial Group, Inc., a Florida corporation, ("Developer"), joined in by Timberlakes Homeowners Association of Sarasota, Inc., a Florida corporation not for profit ("Timberlakes Association").

WITNESSETH:

WHEREAS, a Declaration of protective Covenants, Conditions and Restrictions for Timberlakes dated January 16, 1987, was recorded in Official Records Book 1917, commencing at Page 0247, in the Public records of Sarasota County, Florida (the "Declaration"); and

WHEREAS, Developer is the developer of "Timberlakes," according to the Plat thereof, as recorded in Plat Book 1917, commencing at Page 0247, of the Public Records of Sarasota County, Florida ("Timberlakes"); and

WHEREAS, it is necessary to amend the Declaration, as already amended, for purposes of clarification and modification; and

WHEREAS, Article 10 J.1 of the Declaration provides that until the "Turnover Date" (as defined therein), all amendments or modification to the Declaration shall be made only by Developer without the requirement of the Timberlakes Associations consent or the consent of the Owners; and

WHEREAS, the Turnover Date has not occurred.

NOW, THEREFORE, in consideration of the premises and covenants and provisions herein contained, Developer hereby amends the Declaration in the following manner, and Timberlakes shall hereafter be owned, held, used, transferred, sold, conveyed, encumbered, demised, and occupied subject to the covenants, conditions, restrictions, easements, reservations, regulations, burdens, and liens set forth in the Declaration, as amended, by this amendment.

1. Recitals. The recitals set forth above are true and correct statements and are incorporated herein.

2. Definitions. Except as otherwise set forth herein, words and phrases used in this Amendment shall have the meanings as set forth in the Declaration.

3. Interpretation. It is the intent and purpose of this amendment to amend the Declaration in whatever manner is consistent with the provisions set forth in this 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 the 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, the terms of this Amendment shall prevail.

Rerecorded to add Impression of
Timberlakes corporate seal on
page 3.

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

4. Article 1, paragraph 18 is amended and the following substituted therefore:

"Lakes of Sarasota Documents" means the aggregate, the Maintenance Covenants, any "Supplement" (as that term is defined in the Maintenance Covenants) thereto, the Articles of Incorporation and ByLaws of the Maintenance Association, and all of the instruments and documents referred to therein including, but not limited to, amendments to any of the foregoing, as applicable.

5. Individual Unit Assessment During Guarantee Period. Article 8, paragraph A, subparagraph 2 is amended and the following substituted therefore:

Individual Unit Assessment During Guarantee Period: The term "Guarantee Period" shall mean a period of time commencing with the date of this Declaration and continuing through December 31, 1987. Declarant reserves the right, in its sole and absolute discretion, to extend the Guarantee Period beyond December 31, 1987, and thereafter on one (1) or more occasions to again extend it. The Timberlakes Association shall be advised in a written notice of any such extension of the Guarantee Period and the amount of the new Guaranteed Assessment at least thirty (30) days prior to the termination of the Guarantee Period or an extension thereof. During the initial Guarantee Period, it is covenanted and agreed by Declarant that Individual Unit Assessments shall not exceed an annual amount of One Hundred Twenty (\$120.00) Dollars (the "Guaranteed Assessment") and that Declarant shall pay the difference, if any, between the amount of money spent by the Timberlakes Association for Neighborhood Expenses (other than Neighborhood Expenses which are properly the subject of a Special Assessment) during such Guaranteed Period. Thereafter, should Declarant elect to extend the Guarantee Period as aforesaid, the amount of such Guaranteed Assessment during such extended Guarantee Period shall be the amount set forth by Declarant in the notice to the Timberlakes Association. Notwithstanding anything contained herein, the Guarantee Period shall terminate not later than the Turnover Date.

6. Removal of Sod and Shrubbery. Article 3, paragraph C, subparagraph 9 is amended and the following submitted therefore:

Removal of Sod and Shrubbery, Attraction of Drainage, Etc.: Except for Declarants and Builder's acts and activities in the development of Lakes Estates III, no sod, topsoil, muck, trees or shrubbery shall be removed from the Subjected Lands and no change in the condition of the soil or the level of the land of any lot shall be made which results in any permanent change in the flow or drainage of surface water off or within the Subjected Lands without the prior written consent of the Board and the county.

7. Individual Unit Assessment. Article 8, paragraph A, subparagraph 1, second paragraph thereof is amended and the following substituted therefore:

The Individual Unit Assessment for each unit shall be the product arrived at by multiplying the total anticipated Neighborhood Expenses reflected by the Budget, other than those Neighborhood Expenses which are properly the subject of a Special Assessment

(adjusted as hereinafter set forth) by a fraction, the numerator of which is one (1) and the denominator of which shall be the total number of units.

8. ~~Protect Legal Title to the Common Area.~~ Article 10, paragraph D is amended and the following substituted therefore:

Until the Turnover Date, no grant, lease, conveyance, pledge, encumbrance, assignment, hypothecation or mortgage of any interest in the Common Area shall be valid without Declarant's prior written consent, which consent may be unreasonably withheld. Further, except for Declarant, no person may incur any indebtedness giving a right to a lien of any kind or character upon the right, title or any interest of Declarant in and to that portion of the Common Area owned by it, and no person shall ever be entitled to any such lien. All persons contracting with the Lakes Estates III Association, or owners or persons furnishing materials or labor thereof, as well as all persons whomsoever, shall be bound by the provisions hereof.

9. Continuation of Declaration. Except as amended hereby and as interpreted in the manner set forth in paragraph 3 above, the Declaration shall remain and continue in full force and effect and shall not otherwise be deemed modified, revoked or terminated in any manner.

IN WITNESS WHEREOF, this Amendment to Declaration has been signed by Developer and the Timberlakes Association on the day and year first above set forth.

Witnesses:

Grande A. Angell
Warlene Bryant

SUNDIAL GROUP, INC.

By

Alan W. Kimbro
ALAN W. KIMBRO, Executive
Vice President

Grande A. Angell
Warlene Bryant

TIMBERLAKES HOMEOWNERS ASSOCIATION
OF SARASOTA, INC.

By

Donald R. Feaster
DONALD R. FEASTER, President

O.R. 1956 PG 1555
O.R. 1963 PG 1236

O.R. 1956 PG 1556

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

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized and acting, ALAN W. KIMBRO, the Executive Vice President, of SUNDIAL GROUP, INC., to me known to be the persona who signed the foregoing instrument as such officer, and he acknowledged the execution thereof to be his free act and deed as such officer for the uses and purposes therein mentioned, and he affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 24th day of ~~May~~ ^{June}, 1987.

Darlene Bryant
Notary Public

(SEAL)

My Commission Expires:

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

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized and acting, DONALD R. FEASTER, the President, of THE LAKES ESTATES HOMEOWNERS ASSOCIATION, INC., to me known to be the person who signed the foregoing instrument as such officer, and he acknowledged the execution thereof to be his free act and deed as such officer for the uses and purposes therein mentioned, and he affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 24th day of ~~May~~ ^{June}, 1987.

Darlene Bryant
Notary Public

(SEAL)

My Commission Expires:

O.R. 1963 PG 1237

JUL 27 3 12 PM '87
FILED AND RECORDED
RUBEN GONZALEZ, CLERK
SANTA FE COUNTY, N.M.

FILED AND RECORDED
R.H. MACKNEY, JR., CLERK
SANTA FE COUNTY, N.M.

JUN 29 11 01 AM '87

770824

C.R. 1956 PG 1553

AMENDMENT
TO
DECLARATION OF PROTECTIVE COVENANTS, CONDITIONS
AND RESTRICTIONS
FOR
TIMBERLAKES

The First Amendment to Declaration of Protective Covenants, Conditions and Restrictions for Timberlakes made this _____ day of May, 1987 by Sundial Group, Inc., a Florida corporation, ("Developer"), joined in by Timberlakes Homeowners Association of Sarasota, Inc., a Florida corporation not for profit ("Timberlakes Association").

WITNESSETH:

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WHEREAS, Developer is the developer of "Timberlakes," according to the Plat thereof, as recorded in Plat Book 1917, commencing at Page 0247, of the Public Records of Sarasota County, Florida ("Timberlakes"); and

WHEREAS, it is necessary to amend the Declaration, as already amended, for purposes of clarification and modification; and

WHEREAS, Article 10 J.1 of the Declaration provides that until the "Turnover Date" (as defined therein), all amendments or modification to the Declaration shall be made only by Developer without the requirement of the Timberlakes Associations consent or the consent of the Owners; and

WHEREAS, the Turnover Date has not occurred.

NOW, THEREFORE, in consideration of the premises and covenants and provisions herein contained, Developer hereby amends the Declaration in the following manner, and Timberlakes shall hereafter be owned, held, used, transferred, sold, conveyed, encumbered, demised, and occupied subject to the covenants, conditions, restrictions, easements, reservations, regulations, burdens, and liens set forth in the Declaration, as amended, by this amendment.

1. Recitals. The recitals set forth above are true and correct statements and are incorporated herein.

2. Definitions. Except as otherwise set forth herein, words and phrases used in this Amendment shall have the meanings as set forth in the Declaration.

3. Interpretation. It is the intent and purpose of this amendment to amend the Declaration in whatever manner is consistent with the provisions set forth in this 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 the 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, the terms of this Amendment shall prevail.

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

O.R. 1956 PG 1554

4. Article 1, paragraph 18 is amended and the following substituted therefore:

"Lakes of Sarasota Documents" means the aggregate, the Maintenance Covenants, any "Supplement" (as that term is defined in the Maintenance Covenants) thereto, the Articles of Incorporation and ByLaws of the Maintenance Association, and all of the instruments and documents referred to therein including, but not limited to, amendments to any of the foregoing, as applicable.

5. Individual Unit Assessment During Guarantee Period. Article 8, paragraph A, subparagraph 2 is amended and the following substituted therefore:

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6. Removal of Sod and Shrubbery. Article 3, paragraph C, subparagraph 9 is amended and the following substituted therefore:

Removal of Sod and Shrubbery, Attraction of Drainage, Etc.: Except for Declarants and Builder's acts and activities in the development of Lakes Estates III, no sod, topsoil, muck, trees or shrubbery shall be removed from the Subjected Lands and no change in the condition of the soil or the level of the land of any lot shall be made which results in any permanent change in the flow or drainage of surface water off or within the Subjected Lands without the prior written consent of the Board and the county.

7. Individual Unit Assessment. Article 8, paragraph A, subparagraph 1, second paragraph thereof is amended and the following substituted therefore:

The Individual Unit Assessment for each unit shall be the product arrived at by multiplying the total anticipated Neighborhood Expenses reflected by the Budget, other than those Neighborhood Expenses which are properly the subject of a Special Assessment

O. R. 1956 PG 1555

(adjusted as hereinafter set forth) by a fraction, the numerator of which is one (1) and the denominator of which shall be the total number of units.

8. Protect Legal Title to the Common Area. Article 10, paragraph D is amended and the following substituted therefore:

Until the Turnover Date, no grant, lease, conveyance, pledge, encumbrance, assignment, hypothecation or mortgage of any interest in the Common Area shall be valid without Declarant's prior written consent, which consent may be unreasonably withheld. Further, except for Declarant, no person may incur any indebtedness giving a right to a lien of any kind or character upon the right, title or any interest of Declarant in and to that portion of the Common Area owned by it, and no person shall ever be entitled to any such lien. All persons contracting with the Lakes Estates III Association, or owners or persons furnishing materials or labor thereof, as well as all persons whomsoever, shall be bound by the provisions hereof.

9. Continuation of Declaration. Except as amended hereby and as interpreted in the manner set forth in paragraph 3 above, the Declaration shall remain and continue in full force and effect and shall not otherwise be deemed modified, revoked or terminated in any manner.

IN WITNESS WHEREOF, this Amendment to Declaration has been signed by Developer and the Timberlakes Association on the day and year first above set forth.

Witnesses:

Brenda A. Angel
Barlene Bryant

SUNDIAL GROUP, INC.

By Alan W. Kimbro
ALAN W. KIMBRO, Executive
Vice President

Brenda A. Angel
Barlene Bryant

TIMBERLAKES HOMEOWNERS ASSOCIATION
OF SARASOTA, INC.
By Donald R. Feaster
DONALD R. FEASTER, President

O. R. 1956 PG 1556

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

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized and acting, ALAN W. KIMBRO, the Executive Vice President, of SUNDIAL GROUP, INC., to me known to be the persona who signed the foregoing instrument as such officer, and he acknowledged the execution thereof to be his free act and deed as such officer for the uses and purposes therein mentioned, and he affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 24th day of ~~May~~ ^{June} 1987.

Wardine Bryant
Notary Public

(SEAL)
My Commission Expires:

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

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized and acting, DONALD R. FEASTER, the President, of THE LAKES ESTATES HOMEOWNERS ASSOCIATION, INC., to me known to be the person who signed the foregoing instrument as such officer, and he acknowledged the execution thereof to be his free act and deed as such officer for the uses and purposes therein mentioned, and he affixed thereto the official seal of said corporation, and that the said instrument is the act and deed of said corporation.

WITNESS my hand and official seal in the County and State last aforesaid this 24th day of ~~May~~ ^{June} 1987.

Wardine Bryant
Notary Public

(SEAL)
My Commission Expires:

FILED AND RECORDED
BY CLERK

JUN 29 11 01 AM '87
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August 18, 1980

** OFFICIAL RECORDS **
BOOK 2248 PAGE 1961

Dear Timberlakes Homeowner,

The petition circulated by the Timberlakes Board of Directors to modify the vehicle restrictions contained within the Declaration of Protective Covenants, Conditions, and Restrictions for Timberlakes has been approved. Even with 8 of our 48 homeowners (absentees) having not yet responded to mailed petitions, more than the required 2/3 majority have approved this petition as evidenced by their signatures.

The effective date that these modified vehicle restrictions will take effect has been set as September 3, 1980. The new vehicle restrictions are repeated below and will replace the existing paragraph 12 in its entirety.

12a. All vehicles owned by residents should be garaged. The following types of vehicles must be garaged when not in use:

1. Commercial or Governmental Vehicles. (Even those without signage if it is evident by their appearance design that they are primarily designed or used for commercial or governmental purposes.)
2. Buses, Trucks (including Pickups), and motor homes.
3. Trailers and Campers of any type.
4. Motorcycles and pedal powered cycles of any type.
5. Watercraft and Aircraft of any type.
6. Those vehicles whose appearance would be reasonably deemed an "eyesore" by the majority of residents or the Board due to missing or mismatched body panels, rust, disrepair, or those requiring more than minor body work or paint work to restore their acceptable appearance.
7. Vehicles undergoing repair or maintenance.

12b. Vehicles owned by guests or visitors and not able to be accommodated within the resident's garage, may be parked in the resident's driveway for a reasonable length of time. No guest parking on lawns or overnight parking on the loop road (Trails Drive) is permitted. No guest vehicles will be used as a domicile or residence, whether permanent or temporary.

12c. Exceptions to the above will be as authorized by the Timberlakes Board of Directors, if at all.

The Timberlakes Board of Directors believes that these represent more sensible vehicle restrictions. The majority of our homeowners obviously agree. Thank you for your cooperation in this matter.

Rod Kent
Rod Kent, President
Timberlakes Homeowners Association

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

RECORDED - OFFICIAL

Aug 5 1 52 PM '80