

**THE HAMPTONS OF SARASOTA
COMMUNITY ASSOCIATION, INC.**

**AMENDMENTS TO COMMUNITY
DOCUMENTS**

1/13/00 – 4/25/01

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KAREN E. RUSHING
CLERK OF CIRCUIT COURT
SARASOTA COUNTY, FLORIDA
DCOURSEY Receipt#039762

PLEASE RETURN TO:
Nick Roknich III
1800 Second Street, Suite 901
Sarasota, Florida 34236
941-365-1166



AMENDMENT TO THE DECLARATION OF RESTRICTIONS AND
COVENANTS FOR THE HAMPTONS AT SARASOTA

THIS AMENDMENT TO THE DECLARATION OF RESTRICTIONS AND COVENANTS FOR THE HAMPTONS AT SARASOTA, is made this 25th day of April, 2001, by Lennar Homes, Inc., a Florida Corporation, hereinafter referred to as "Developer".

WITNESSETH:

WHEREAS, the Developer executed a Declaration of Restrictions and Covenants for The Hamptons at Sarasota, recorded October 6, 1998 as Official Records Instrument #1998133346, as amended, in the Public records of Sarasota County, Florida (the "Declaration"),

WHEREAS, Section 4.2 of the Declaration states that

"Prior to the Community Completion Date, Developer shall have the right to amend this Declaration as it deems appropriate, without the joinder or consent of any persons or entity whatsoever... Developer's right to amend under this provision is to be construed as broadly as possible."

WHEREAS, as of the date of the Amendment the Community Completion Date has not occurred.

WHEREAS, Section 2. of the Declaration defines "Turnover Date" as follows:

"'Turnover Date'" shall mean the date upon which ninety percent (90%) of the Homes that can be built within The Hamptons have been conveyed by Developer to Owners."

Roknich & Gibson
1800 Se 1 Street, Suite 901
Sarasota, FL 34236

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WHEREAS, Developer has determined that the Owners may benefit from an earlier Turnover date.

WHEREAS, Section 11.13 of the Declaration restricts the types of signs that may be exhibited at Homes in The Hamptons.

WHEREAS, Developer has determined that it is necessary to specify the types of signs permitted to be exhibited at Homes in The Hamptons.

WHEREAS, the Declaration fails to set forth a procedure for enforcing the restrictions and covenants set for in the declaration.

NOW, THEREFORE, Developer declares the following:

1. The above recitals are incorporated herein.
2. Section 2. "Turnover Date" of the Declaration shall be amended and modified by adding "or at such earlier time as Developer may desire to relinquish control of the Association, provided, however, that in no event shall the Turnover Date occur prior to the conveyance of seventy-five percent (75%) of the Homes that can be built within the Hamptons from Developer to Owners" to the end of the paragraph so that Section 2. "Turnover Date" now appears as follows:

"Turnover Date" shall mean the date upon which ninety percent (90%) of the Homes that can be built within The Hamptons have been conveyed by Developer to Owners, or at such earlier time as Developer may desire to relinquish control of the Association, provided, however, that in no event shall the Turnover Date occur prior to the conveyance of seventy-five percent (75%) of the Homes that can be built within the Hamptons from Developer to Owners.

3. Section 11.13 shall be amended and modified by adding "However, real estate signs may be posted as more specifically set forth in the Section 2.14.3 of the Community Standards for The Hamptons of Sarasota." So that Section 11.13 now appears as follows:

11.13 Signs. No sign (including brokerage or for sale/lease signs), flag, banner, sculpture, fountain, solar equipment, artificial vegetation, sports equipment, advertisement, notice or other lettering shall be exhibited, displayed, inscribed, painted or affixed in, or upon any portion of The Hamptons or any part of a Home that is visible from the outside except as permitted in the Community Standards. However, real estate signs may be posted as more specifically set forth in Section 2.14.3 of the Community Standards.

4. A new section, Section 23, shall be inserted immediately following Section 22.7 as follows:

23. Enforcement. Developer reserves unto itself, its designees, successors and assigns until the turnover date, and to the Association thereafter, the right and the power to enforce the covenants and restrictions of this Declaration and to delegate or assign any or all of its rights, powers, duties, or privileges hereunder to the Association, or any other designee.

Any party having the right to enforce this Declaration shall have the right and the power to enforce the covenants and restrictions imposed by this Declaration by any proceeding at law or at equity against any person or entity violating such provisions, to require specific performance of such provisions, and to enforce any lien created by this Declaration. Failure of Developer or Association to enforce any provisions hereunder shall in no event be deemed a waiver of said right to do so thereafter.

The costs and reasonable attorneys' fees, including those resulting from any appellate proceeding, incurred by Developer or Association which prevails in any such enforcement action shall be a personal obligation of such person or entity and any amount thereof which remains due and unpaid shall be a continuing lien upon such Owner's Home which is collectible in the manner provided for in Section 15.17.

In addition to all other remedies provided for in this Declaration, the Association may impose a fine on an Owner for failure of such Owner, his family, guests, invitees and tenants to comply with any provision of this Declaration; provided, however, the Association grants reasonable notice and opportunity to be heard. The decision of the Association shall be final. Fines shall be in such reasonable amounts as the Board shall determine. Fines shall be considered a

Special Assessment against an Owner's Home. The Association shall have the right, under Section 15.17, to collect fines.

In all other respects, The Declaration and any exhibits and Amendments thereto shall remain in full force and effect.

IN WITNESS WHEREOF, this Amendment to the Declaration was executed the day and year first written above.

WITNESSES:

Deborah Hudruk

Michael R. Py

LENNAR HOMES, INC.

By: John A. Sellinger
John A. Sellinger,
Vice President

Attested
By: Andrea Daniele
Andrea Daniele
Assistant Secretary

Deborah Hudruk

Michael R. Py

THE HAMPTONS OF SARASOTA
COMMUNITY ASSOCIATION, INC.

By: John A. Sellinger
John A. Sellinger
President

Attested
By: Andrea Daniele
Andrea Daniele
Secretary/Treasurer

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing Amendment to By-Laws was acknowledged before me this 25th day of April, 2001, by John A. Sellinger and Andrea Daniele on behalf of the Corporation. They are personally known to me and did not take an oath.

My Commission Expires:



Brenda J. Hughes
MY COMMISSION # CC864297 EXPIRES
August 18, 2003
BONDED THRU TROY FAIN INSURANCE, INC.

Brenda J. Hughes
Notary Public

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing Amendment to By-Laws was acknowledged before me this 25th day of April, 2001, by John A. Sellinger and Andrea Daniele on behalf of the Corporation. They are personally known to me and did not take an oath.

My Commission Expires:



Brenda J. Hughes
MY COMMISSION # CC864297 EXPIRES
August 18, 2003
BONDED THRU TROY FAIN INSURANCE, INC.

Brenda J. Hughes
Notary Public

RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 2001011748 3 PGS
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KAREN E. RUSHING
CLERK OF CIRCUIT COURT
SARASOTA COUNTY, FLORIDA
TBILLMAN Receipt#008273

PLEASE RETURN TO:
Nick Roknich III
1800 Second Street, Suite 901
Sarasota, Florida 34236
941-365-1166

AMENDMENT TO THE DECLARATION OF RESTRICTIONS AND COVENANTS FOR
THE HAMPTONS AT SARASOTA

THIS AMENDMENT TO THE DECLARATION OF RESTRICTIONS AND COVENANTS FOR THE HAMPTONS AT SARASOTA, is made this 17th day of January, 2001, by Lennar Homes, Inc., a Florida Corporation, hereinafter referred to as "Developer".

WITNESSETH:

WHEREAS, the Developer executed a Declaration of Restrictions and Covenants for The Hamptons at Sarasota, recorded October 6, 1998 as Official Records Instrument #1998133346, as amended, in the Public records of Sarasota County, Florida (the "Declaration"),

WHEREAS, Section 4.2 of the Declaration states that

"Prior to the Community Completion Date, Developer shall have the right to amend this Declaration as it deems appropriate, without the joinder or consent of any persons or entity whatsoever... Developer's right to amend under this provision is to be construed as broadly as possible."

WHEREAS, as of the date of the Amendment the Community Completion Date has not occurred.

WHEREAS, Section 15.3.3 of the Declaration does not specifically provide for the allocation of "specific fees" as defined in paragraph 15.1.2.

WHEREAS, Developer desires to specify that variances between the budget and actual costs for "specific fees" should be allocated

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to the Owners benefitting from the special services only.

NOW, THEREFORE, Developer declares the following:

1. The above recitals are incorporated herein.
2. The following paragraph, 15.3.5 shall be inserted immediately following paragraph 15.3.4:

15.3.5 It is recognized that there are operating costs specific to the homes in South Hampton and specific to the homes in West Hampton. In the event the actual Operating Costs payable by all homes in South Hampton or West Hampton exceed the Operating Costs as estimated in the budget for a particular fiscal year, then the difference shall, at the election of the Association: (i) be added to the calculation of monthly assessments of the Owners benefitting therefrom for the next ensuing fiscal year; or (ii) be immediately collected from the Owners benefitting therefrom as a Special Assessment.

3. The following paragraph, 15.3.6 shall be inserted immediately following paragraph 15.3.5:

15.3.6 In the event the actual Operating Costs payable by all homes in South Hampton or West Hampton are less than the Operating Costs as estimated in the budget for a particular fiscal year, then the difference shall, at the election of the Association: (i) be applied to the calculation of monthly assessments of the Owners benefitting therefrom for the next ensuing fiscal year; or (ii) be timely refunded to the Owners benefitting therefrom.

In all other respects, The Declaration and any exhibits and Amendments thereto shall remain in full force and effect.

IN WITNESS WHEREOF, this Amendment to the Declaration was executed the day and year first written above.

WITNESSES:

Cheryl M. Blithlin

Richard J. [Signature]

LENNAR HOMES, INC.

By: [Signature]
As Its President

Attested By: [Signature]
Its Secretary

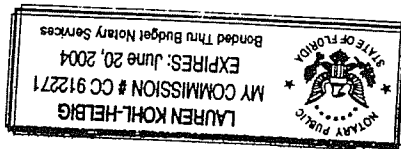
STATE OF FLORIDA
COUNTY OF

The foregoing Amendment was acknowledged before me this 17th
day of January, 2001, by Larry W. Rebles, as President
and Andree Danile as Secretary on behalf of the Corporation. They
are personally known to me or produced _____ as
identification and did not take an oath.

My Commission Expires:



Notary Public



RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 2000129911 3 PGS
2000 OCT 12 11:20 AM
KAREN E. RUSHING
CLERK OF CIRCUIT COURT
SARASOTA COUNTY, FLORIDA
DCLINGER Receipt#080866



2000129911

PLEASE RETURN TO:
Nick Roknich III
1800 Second Street, Suite 901
Sarasota, Florida 34236
941-365-1166

AMENDMENT TO THE DECLARATION OF RESTRICTIONS AND
COVENANTS FOR THE HAMPTONS AT SARASOTA

In book

THIS AMENDMENT TO THE DECLARATION OF RESTRICTIONS AND COVENANTS
FOR THE HAMPTONS AT SARASOTA, is made this 11th day of October, 2000,
by Lennar Homes, Inc., a Florida Corporation, hereinafter referred to
as "Developer".

WITNESSETH:

WHEREAS, the Developer executed a Declaration of Restrictions
and Covenants for The Hamptons at Sarasota, recorded October 6, 1998
as Official Records Instrument #1998133346, as amended, in the Public
records of Sarasota County, Florida (the "Declaration"),

WHEREAS, Section 4.2 of the Declaration states that

"Prior to the Community Completion Date, Developer shall
have the right to amend this Declaration as it deems
appropriate, without the joinder or consent of any persons
or entity whatsoever... Developer's right to amend under
this provision is to be construed as broadly as possible."

WHEREAS, as of the date of the Amendment the Community
Completion Date has not occurred.

WHEREAS, Section 15.3.2 of the Declaration states that

"Once Developer determines...that more or less than
252 Homes shall be built within the Hamptons, then
Developer may change such denominator, by amendment
to this Declaration."

WHEREAS, Developer has determined the actual number of homes
within the Hamptons to be 254 homes.

WHEREAS, South Hamptons will be a Landscaping Free Neighborhood.

William & Gibson
1800 Second Street, Suite 901
Sarasota, FL 34236

Rec. 12/15

NOW, THEREFORE, Developer declares the following:

1. The above recitals are incorporated herein.

2. Section 15.3.2 of the Declaration shall be amended and modified by deleting any and all reference to "252 Homes" and in its place inserting "254 Homes" so that Section 15.3.2 now appears as follows:

15.3.2 Commencing on the first day of the period covered by the annual budget, and until the adoption of the next annual budget, The Quarterly Assessments shall be allocated so that each Owner pay his pro-rata portion of Quarterly Assessments, Special Assessments, and Reserves based upon a fraction, the numerator of which is one (1) and the denominator of which is 254. Should Developer later determine that the actual number of Homes within The Hamptons is not 254, then Developer specifically reserves the right to change the denominator provided herein by one or more amendments to this Declaration.

3. The following definition "Landscaping Free Neighborhood" shall be inserted immediately following the definition for "Individual Assessments" in Section 2. Definitions:

"Landscaping Free Neighborhood" shall mean Hamptons, Unit 2, as recorded in Plat Book 41, Pages 12, and 12A through 120 of the Public Records of Sarasota County, Florida ("South Hamptons"). The services to be provided to the homeowners therein may change from time to time, however shall initially include mowing, blowing, edging, weeding, dead plant replacement, and irrigation repairs.

5. Section 15.1.3 shall be amended and modified by inserting the following sentence at the end of the paragraph:

Hamptons, Unit 2, also known as South Hamptons, will be a Landscaping Free neighborhood. Only Homes in Hamptons, Unit 2 will be assessed for Landscaping Free Maintenance.

6. The following paragraph. Section 4.4. shall be inserted:

4.4 Amendments Affecting A Landscaping Free Neighborhood. Any amendment that alters or modifies the services provided to a Landscaping Free Neighborhood or the Assessment thereof shall be submitted to the vote of the Owners in the Maintenance Free Neighborhood only, subject to the general restrictions on amendments set forth above,

and shall require the approval of seventy-five percent (75%) of all of the votes within the Landscaping Free Neighborhood.

In all other respects, The Declaration and any exhibits and Amendments thereto shall remain in full force and effect.

IN WITNESS WHEREOF, this Amendment to the Declaration was executed the day and year first written above.

WITNESSES

Susan B. Jenkins

Susan B. Jenkins

LENNAR HOMES INC.
By: Fairy W. Paff
Its President
VICE
Attested By: Linda Jamelle
Its Secretary

Susan B. Jenkins

Susan B. Jenkins

THE HAMPTONS OF SARASOTA
COMMUNITY ASSOCIATION, INC.
By: Fairy W. Paff
Its President
Attested By: Linda Jamelle
Its Secretary

STATE OF FLORIDA
COUNTY OF

The foregoing Amendment to By-Laws was acknowledged before me this 11th day of ~~September~~, 2000, by _____ and October _____ on behalf of the Corporation. They are personally known to me or produced _____ as identification and did not take an oath.

My Commission Expires:

Brenda J. Hughes
Notary Public



Brenda J. Hughes
MY COMMISSION # CC864297 EXPIRES
August 18, 2003
BONDED THRU TROY FAIR INSURANCE, INC.

Rec. #15



RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 2000143926 3 PGS
2000 NOV 13 02:08 PM
KAREN E. RUSHING
CLERK OF CIRCUIT COURT
SARASOTA COUNTY, FLORIDA
DCLINGER Receipt#089135

PLEASE RETURN TO:
Nick Roknich III
1800 Second Street, Suite 901
Sarasota, Florida 34236
941-365-1166

AMENDMENT TO THE DECLARATION OF RESTRICTIONS AND
COVENANTS FOR THE HAMPTONS AT SARASOTA

Roknich & Gibson
1800 Second Street, Suite 901
Sarasota, FL 34236

THIS AMENDMENT TO THE DECLARATION OF RESTRICTIONS AND COVENANTS
FOR THE HAMPTONS AT SARASOTA, is made this 10TH day of October, 2000,
by Lennar Homes, Inc., a Florida Corporation, hereinafter referred to
as "Developer".

WITNESSETH:

WHEREAS, the Developer executed a Declaration of Restrictions
and Covenants for The Hamptons at Sarasota, recorded October 6, 1998
as Official Records Instrument #1998133346, as amended, in the Public
records of Sarasota County, Florida (the "Declaration"),

WHEREAS, Section 5.1 of the Declaration states that
"Prior to the Community Completion Date, additional lands
may be made part of The Hamptons by developer."

WHEREAS, as of the date of this Amendment the Community
Completion Date has not occurred.

NOW THEREFORE, the property described in Exhibit "A" attached
hereto shall be added to The Hamptons and said Declaration shall be
an encumbrance upon title to the property described herein,

In all other respects, The Declaration and any exhibits and
Amendments thereto shall remain in full force and effect.

IN WITNESS WHEREOF, this Amendment to the Declaration was

executed the day and year first written above.

WITNESSES:

Susan B. Jenkins

Susan B. Jenkins

LENNAR HOMES, INC.

By:

Tony W. Palko
VICE
Its President

Attested By:

Arden Fawcett
Its Secretary

STATE OF FLORIDA
COUNTY OF

The foregoing Amendment to By-Laws was acknowledged before me this 10th day of October, 2000, by _____ and _____ on behalf of the Corporation. They are personally known to me or produced _____ as identification and did not take an oath.

My Commission Expires:

Brenda J. Hughes
Notary Public



Brenda J. Hughes
MY COMMISSION # CC864297 EXPIRES
August 18, 2003
BONDED THRU TROY FAIR INSURANCE, INC.

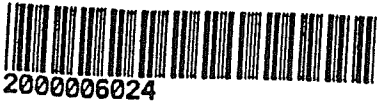
EXHIBIT "A"

A PARCEL OF LAND IN THE SOUTHEAST 1/4 OF SECTION 14, TOWNSHIP 37 SOUTH, RANGE 18 EAST, SARASOTA COUNTY, FLORIDA AND A PART OF TRACT 703, WELLINGTON CHASE, UNIT 1 RECORDED IN PLAT BOOK 37, PAGES 43, 43A THROUGH 43D OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHWEST CORNER OF LOT 2, BLOCK "A", THE HAMPTONS, UNIT 1, RECORDED IN PLAT BOOK 40, PAGES 11, 11A THROUGH 11G, OF SAID PUBLIC RECORDS (THE FOLLOWING TWO CALLS ARE ALONG THE LINES OF THE HAMPTONS, UNIT 1); THENCE S. 71°54'02"E. DISTANCE OF 110.00 FEET; THENCE N. 18°05'58"E. A DISTANCE OF 64.00 FEET TO THE SOUTHERLY LINE OF LOT 42, WELLINGTON CHASE, UNIT 3-A, RECORDED IN PLAT BOOK 40, PAGE 40, OF SAID PUBLIC RECORDS; THENCE N. 71°54'02"W. ALONG SAID SOUTHERLY LINE A DISTANCE OF 110.00 FEET; THENCE S. 18°05'58"W., A DISTANCE OF 64.00 FEET, TO THE POINT OF BEGINNING.

CONTAINING 7,040 SQUARE FEET MORE OR LESS.

Antion



RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 2000006024 6 PGS
2000 JAN 18 01:43 PM
KAREN E. RUSHING
CLERK OF CIRCUIT COURT
SARASOTA COUNTY, FLORIDA
DCLINGER Receipt#003924

PLEASE RETURN TO:
Debora L. Hudrlik
Lennar Homes, Inc.
4902 Eisenhower Blvd., Suite 100
Tampa, FL 33634
(813) 882-4663

AMENDMENT TO THE DECLARATION OF RESTRICTIONS AND COVENANTS FOR
THE HAMPTONS AT SARASOTA

THIS AMENDMENT TO THE DECLARATION OF RESTRICTIONS AND
COVENANTS FOR THE HAMPTONS AT SARASOTA, made this 13th day of January, 2000,
by Lennar Homes, Inc., a Florida corporation, hereinafter referred to as "Developer".

WITNESSETH:

WHEREAS, the Developer executed a Declaration of Restrictions and Covenants for The
Hamptons at Sarasota, recorded October 6, 1998 in Official Records Instrument #1998133346, 75
Pages, of the Public Records of Sarasota County, Florida (the "Declaration");

WHEREAS, Section 4.2 of the Declaration states that:

"Prior to the Community Completion Date, Developer shall have the
right to amend this Declaration as it deems appropriate, without the
joinder or consent of any person or entity whatsoever. . . Developer's
right to amend under this provision is to be construed as broadly as
possible."

WHEREAS, the Legal Description attached to the Declaration as Exhibit "A" is an incorrect
legal description of The Hamptons community;

WHEREAS, Developer wishes to correct said legal description attached to the Declaration.

NOW, THEREFORE, Developer declares the following:

The Legal Description attached to the Declaration as Exhibit "A" is hereby deleted from the Declaration, and the Legal Description attached to this Amendment as Exhibit "1" is substituted in its place and stead as the correct legal description of The Hamptons community.

In all other respects, the Declaration and exhibits thereto shall remain in full force and effect.

IN WITNESS WHEREOF, this Amendment to the Declaration was executed the day and year first above written.

WITNESSES:

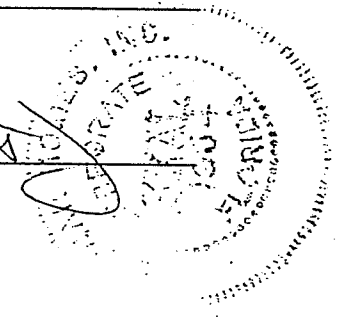
LENNAR HOMES, INC.

Tiffany Carr
Name:

James W. Peebles
Name:
Vice President

Mary Elaine Forest
Name:

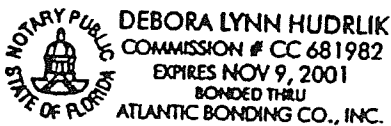
William Grant
Name:
Assistant Secretary



STATE OF FLORIDA
COUNTY OF Hillsborough

The foregoing Amendment to Declaration was acknowledged before me this 13th day of January, 2000, by Larry Peebles and William Grant, Vice President and Assistant Secretary of Lennar Homes, Inc., a Florida corporation, on behalf of the Corporation. They are personally known to me and did not take an oath.

My Commission Expires:



Debora Lynn Hudrlik
Notary Public State of Florida

DEBORA LYNN HUDRLIK

EXHIBIT "1"

DESCRIPTION

INCREMENT "X"

A TRACT OF LAND LYING IN SECTIONS 14 AND 23, TOWNSHIP 37 SOUTH, RANGE 18 EAST, SARASOTA COUNTY, FLORIDA, DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE NORTHEAST 1/4 OF SAID SECTION 23; THENCE N.00°24'02"W., ALONG THE EAST LINE OF SAID NORTHEAST 1/4, A DISTANCE OF 505.36 FEET; THENCE LEAVING SAID EAST LINE, S.89°35'58"W., A DISTANCE OF 54.74 FEET TO THE POINT OF BEGINNING; THENCE N.04°57'37"W., A DISTANCE OF 535.26 FEET TO THE PC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 2910.76 FEET AND A CENTRAL ANGLE OF 04°34'34"; THENCE NORTHWESTERLY ALONG THE ARC A DISTANCE OF 232.47 FEET; THENCE N.00°24'02"W., PARALLEL WITH AND 106.50 FEET DISTANT FROM THE AFORESAID EAST LINE OF THE NORTHEAST 1/4, A DISTANCE OF 1271.69 FEET; THENCE N.00°10'45"E., PARALLEL WITH AND 106.50 FEET DISTANT FROM THE EAST LINE OF THE SOUTHEAST 1/4 OF AFORESAID SECTION 14, A DISTANCE OF 822.01 FEET; THENCE S.89°35'33"W., A DISTANCE OF 619.66 FEET TO A POINT ON THE SOUTHERLY BOUNDARY LINE OF WELLINGTON CHASE, UNIT 1, PER PLAT THEREOF RECORDED IN PLAT BOOK 37, PAGES 43, 43A THROUGH 43D, OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA, THE FOLLOWING 12 CALLS ARE ALONG THE SAID SOUTHERLY BOUNDARY LINE; THENCE S.18°05'58"W. A DISTANCE OF 227.10 FEET TO THE PC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 59°22'08" AND A RADIUS OF 230.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC A DISTANCE OF 238.32 FEET; THENCE S.77°28'06"W. A DISTANCE OF 256.07 FEET; THENCE S.87°08'12"W. A DISTANCE OF 85.70 FEET; THENCE N.88°05'59"W. A DISTANCE OF 131.55 FEET; THENCE S.81°59'43"W. A DISTANCE OF 120.35 FEET; THENCE S.85°09'45"W. A DISTANCE OF 154.71 FEET; THENCE S.68°18'44"W. A DISTANCE OF 244.38 FEET TO THE PC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 56°35'37" AND A RADIUS OF 190.00 FEET; THENCE SOUTHWESTERLY AND NORTHWESTERLY ALONG THE ARC A DISTANCE OF 187.67 FEET; THENCE N.55°05'40"W. A DISTANCE OF 107.53 FEET; THENCE N.13°36'14"W. A DISTANCE OF 159.72 FEET TO A POINT ON A CURVE OF WHICH THE RADIUS POINT LIES N.68°51'16"E. A RADIAL DISTANCE OF 895.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC THROUGH A CENTRAL ANGLE OF 20°58'06" A DISTANCE OF 327.54 FEET TO THE EASTERLY LINE OF PALMER PARK OF COMMERCE, THE PLAT OF WHICH IS RECORDED IN PLAT BOOK 35, PAGES 32, 32A THROUGH 32E OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA, SAID POINT BEING A POINT ON A CURVE OF WHICH THE RADIUS POINT LIES N.55°20'03"W. A RADIAL DISTANCE OF 1145.97 FEET (THE FOLLOWING TWO CALLS ARE ALONG SAID EASTERLY LINE); THENCE SOUTHWESTERLY ALONG THE ARC THROUGH A CENTRAL ANGLE OF 07°18'34" A DISTANCE OF 146.19 FEET TO A POINT ON A CURVE OF WHICH THE RADIUS POINT LIES S.54°57'33"W. A RADIAL DISTANCE OF 1974.86 FEET; THENCE NORTHWESTERLY ALONG THE ARC THROUGH A CENTRAL ANGLE OF 15°55'46", A DISTANCE OF 549.05 FEET; THENCE LEAVING SAID EASTERLY BOUNDARY LINE, S.22°41'09"W. A DISTANCE OF 328.48 FEET TO A POINT ON A CURVE OF WHICH THE RADIUS POINT LIES S.29°22'29"W. A RADIAL DISTANCE OF 104.40 FEET; THENCE SOUTHWESTERLY ALONG THE ARC THROUGH A CENTRAL ANGLE OF 80°49'24", A DISTANCE OF 147.27 FEET; THENCE S.38°33'05"W. A DISTANCE OF 57.81 FEET TO THE PC OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 30°06'34" AND A RADIUS OF 105.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC A DISTANCE OF 55.18 FEET; THENCE S.08°26'31"W., A DISTANCE OF 136.95 FEET TO THE PC OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 32°55'26" AND A RADIUS OF 275.00 FEET; THENCE

SOUTHEASTERLY ALONG THE ARC A DISTANCE OF 158.02 FEET; THENCE S.24°28'54"E. A DISTANCE OF 133.43 FEET TO THE PC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 24°48'14" AND A RADIUS OF 65.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC A DISTANCE OF 28.14 FEET TO THE PRC OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 38°39'43" AND A RADIUS OF 150.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC A DISTANCE OF 101.22 FEET TO THE PRC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 24°12'39" AND A RADIUS OF 50.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC A DISTANCE OF 21.13 FEET; THENCE S.14°07'44"E., A DISTANCE OF 75.72 FEET TO THE PC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 23°55'21" AND A RADIUS OF 45.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC A DISTANCE OF 18.79 FEET TO THE PRC OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 39°07'28" AND A RADIUS OF 50.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC A DISTANCE OF 34.14 FEET; THENCE S.29°19'51"E., A DISTANCE OF 50.00 FEET; THENCE S.41°34'37"E., A DISTANCE OF 103.98 FEET; THENCE S.48°24'33"E., A DISTANCE OF 40.62 FEET; THENCE S.33°26'48"E., A DISTANCE OF 38.25 FEET TO THE PC OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 41°49'38" AND A RADIUS OF 140.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC A DISTANCE OF 102.20 FEET; THENCE S.75°16'25"E., A DISTANCE OF 22.01 FEET; THENCE N.74°56'32"E., A DISTANCE OF 52.78 FEET; THENCE N.63°30'49"E., A DISTANCE OF 86.90 FEET; THENCE N.24°13'29"E., A DISTANCE OF 70.04 FEET; THENCE N.41°21'44"E., A DISTANCE OF 99.52 FEET; THENCE S.69°07'04"E., A DISTANCE OF 193.48 FEET; THENCE S.69°42'20"E., A DISTANCE OF 361.95 FEET; THENCE S.56°53'03"E., A DISTANCE OF 132.53 FEET TO THE PC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 63°17'11" AND A RADIUS OF 400.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC A DISTANCE OF 441.82 FEET; THENCE S.06°24'09"W., A DISTANCE OF 79.06 FEET; THENCE S.16°16'28"W., A DISTANCE OF 137.80 FEET; THENCE S.27°11'33"W., A DISTANCE OF 94.96 FEET; THENCE S.62°35'21"W., A DISTANCE OF 30.88 FEET; THENCE S.32°15'56"W., A DISTANCE OF 44.09 FEET; THENCE S.85°09'48"W., A DISTANCE OF 41.53 FEET; THENCE S.37°54'21"W. A DISTANCE OF 62.59 FEET; THENCE S.43°03'40"W., A DISTANCE OF 53.77 FEET; THENCE S.54°00'49"W., A DISTANCE OF 60.00 FEET TO THE PC OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 103°25'10" AND A RADIUS OF 60.00 FEET; THENCE SOUTHWESTERLY, SOUTHERLY AND SOUTHEASTERLY ALONG THE ARC A DISTANCE OF 108.30 FEET TO THE PRC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 61°33'39" AND A RADIUS OF 130.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC A DISTANCE OF 139.68 FEET; THENCE S.12°09'17"W., A DISTANCE OF 29.97 FEET; THENCE S.52°25'20"W., A DISTANCE OF 162.02 FEET; THENCE S.70°23'42"W., A DISTANCE OF 43.17 FEET TO THE PC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 28°18'55" AND A RADIUS OF 275.00 FEET; THENCE SOUTHWESTERLY ALONG THE ARC A DISTANCE OF 135.90 FEET TO THE PRC OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 130°41'19" AND A RADIUS OF 35.00 FEET; THENCE SOUTHWESTERLY AND SOUTHERLY ALONG THE ARC A DISTANCE OF 79.83 FEET TO THE PRC OF A CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 20°15'35" AND A RADIUS OF 270.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC A DISTANCE OF 95.47 FEET TO A POINT ON A CURVE OF WHICH THE RADIUS POINT LIES N.04°14'00"W. A RADIAL DISTANCE OF 900.00 FEET, SAID POINT BEING THE NORTHERNMOST CORNER OF LOT 96, STONEBRIDGE, UNIT 2 RECORDED IN PLAT BOOK 38, PAGES 41, 41A THROUGH 41E OF THE AFOREMENTIONED PUBLIC RECORDS (THE FOLLOWING SIX CALLS ARE ALONG THE LINES OF STONEBRIDGE, UNIT 2); THENCE NORTHEASTERLY ALONG THE ARC THROUGH A CENTRAL ANGLE OF 15°24'12", A DISTANCE OF 241.96 FEET; THENCE S.27°44'01"E. A DISTANCE OF 204.14 FEET; THENCE S.21°51'26"W. A DISTANCE OF 31.54 FEET; THENCE S.24°40'52"E. A DISTANCE OF 427.54 FEET; THENCE N.67°12'29"E. A DISTANCE OF 161.11 FEET; THENCE N.82°18'39"E. A DISTANCE OF 88.37 FEET TO THE NORTHERNMOST CORNER OF LOT 36 OF SAID STONEBRIDGE, UNIT 2 AND THE WESTERLY LINE OF TRACT

703, STONEBRIDGE, UNIT 1 RECORDED IN PLAT BOOK 38, PAGES 18, 18A-18D OF SAID PUBLIC RECORDS (THE FOLLOWING TWENTY-SIX CALLS ARE ALONG THE LINES OF TRACT 703); THENCE N.18°03'49"E. A DISTANCE OF 168.37 FEET TO THE PC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 480.00 FEET AND A CENTRAL ANGLE OF 25°24'55"; THENCE NORTHEASTERLY ALONG THE ARC A DISTANCE OF 212.92 FEET TO A POINT ON A CURVE OF WHICH THE RADIUS POINT LIES N.83°23'14"E. A RADIAL DISTANCE OF 390.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC THROUGH A CENTRAL ANGLE OF 20°37'49" A DISTANCE OF 140.43 FEET; THENCE N.48°25'09"E. A DISTANCE OF 19.87 FEET; THENCE N.29°38'19"E. A DISTANCE OF 66.60 FEET TO THE PC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 150.00 FEET AND A CENTRAL ANGLE OF 43°22'22"; THENCE NORTHEASTERLY ALONG THE ARC A DISTANCE OF 113.55 FEET TO A POINT ON A CURVE OF WHICH THE RADIUS POINT LIES S.89°33'53"E. A RADIAL DISTANCE OF 100.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC THROUGH A CENTRAL ANGLE OF 70°13'38" A DISTANCE OF 122.57 FEET; THENCE N.70°39'45"E. A DISTANCE OF 57.25 FEET; THENCE N.77°24'25"E. A DISTANCE OF 140.19 FEET TO A POINT ON A CURVE OF WHICH THE RADIUS POINT LIES S.56°48'39"E. A RADIAL DISTANCE OF 153.73 FEET; THENCE NORTHEASTERLY ALONG THE ARC THROUGH A CENTRAL ANGLE OF 25°02'12" A DISTANCE OF 67.18 FEET TO A POINT OF COMPOUND CURVATURE (PCC) OF A CURVE TO THE RIGHT HAVING A RADIUS OF 350.00 FEET AND A CENTRAL ANGLE OF 11°34'58"; THENCE NORTHEASTERLY ALONG THE ARC A DISTANCE OF 70.75 FEET TO A POINT OF REVERSE CURVATURE (PRC) OF A CURVE TO THE LEFT HAVING A RADIUS OF 150.00 FEET AND A CENTRAL ANGLE OF 13°28'39"; THENCE NORTHEASTERLY ALONG THE ARC A DISTANCE OF 35.28 FEET TO THE PRC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 295.00 FEET AND A CENTRAL ANGLE OF 48°19'11"; THENCE NORTHEASTERLY AND SOUTHEASTERLY ALONG THE ARC A DISTANCE OF 248.79 FEET TO THE PCC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 75.00 FEET AND A CENTRAL ANGLE OF 33°24'41"; THENCE SOUTHEASTERLY ALONG THE ARC A DISTANCE OF 43.74 FEET TO THE PCC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 190.00 FEET AND A CENTRAL ANGLE OF 48°54'31"; THENCE SOUTHEASTERLY ALONG THE ARC A DISTANCE OF 162.19 FEET; THENCE S.52°23'12"E. A DISTANCE OF 71.38 FEET TO THE PC OF A CURVE TO THE LEFT HAVING A RADIUS OF 100.00 FEET AND A CENTRAL ANGLE OF 12°58'56"; THENCE SOUTHEASTERLY ALONG THE ARC A DISTANCE OF 22.66 FEET TO THE PRC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 70.00 FEET AND A CENTRAL ANGLE OF 60°23'59"; THENCE SOUTHEASTERLY ALONG THE ARC A DISTANCE OF 73.79 FEET TO THE PRC OF A CURVE TO THE LEFT HAVING A RADIUS OF 160.00 FEET AND A CENTRAL ANGLE OF 30°02'15"; THENCE SOUTHEASTERLY ALONG THE ARC A DISTANCE OF 83.88 FEET TO THE PRC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 50.00 FEET AND A CENTRAL ANGLE OF 23°17'11"; THENCE SOUTHEASTERLY ALONG THE ARC A DISTANCE OF 20.32 FEET TO THE PCC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 250.00 FEET AND A CENTRAL ANGLE OF 66°20'21"; THENCE SOUTHEASTERLY AND SOUTHWESTERLY ALONG THE ARC A DISTANCE OF 289.46 FEET TO THE PRC OF A CURVE TO THE LEFT HAVING A RADIUS OF 243.46 FEET AND A CENTRAL ANGLE OF 17°08'09"; THENCE SOUTHWESTERLY ALONG THE ARC A DISTANCE OF 72.81 FEET TO THE PRC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 70.00 FEET AND A CENTRAL ANGLE OF 60°30'29"; THENCE SOUTHWESTERLY ALONG THE ARC A DISTANCE OF 73.92 FEET TO THE PRC OF A CURVE TO THE LEFT HAVING A RADIUS OF 40.00 FEET AND A CENTRAL ANGLE OF 113°35'27"; THENCE NORTHWESTERLY, SOUTHWESTERLY AND SOUTHEASTERLY ALONG THE ARC A DISTANCE OF 79.30 FEET TO THE PRC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 80.00 FEET AND A CENTRAL ANGLE OF 21°18'36"; THENCE SOUTHEASTERLY ALONG THE ARC A DISTANCE OF 29.75 FEET TO THE PRC OF A CURVE TO THE LEFT HAVING A RADIUS OF 565.00 FEET AND A CENTRAL ANGLE OF 00°37'54"; THENCE SOUTHEASTERLY ALONG THE ARC A DISTANCE OF 6.23 FEET; THENCE S.84°55'18"E., A DISTANCE OF 44.39 FEET TO THE PC OF A CURVE TO THE LEFT HAVING A CENTRAL ANGLE OF 32°32'23" AND A RADIUS OF 170.83 FEET; THENCE NORTHEASTERLY ALONG THE ARC A DISTANCE OF 97.02 FEET TO THE PRC OF A

CURVE TO THE RIGHT HAVING A CENTRAL ANGLE OF 29°02'44" AND A RADIUS OF 85.00 FEET; THENCE NORTHEASTERLY ALONG THE ARC A DISTANCE OF 43.09 FEET; THENCE S.88°24'57"E. A DISTANCE OF 370.16 FEET TO THE POINT OF BEGINNING.

ALSO:

A TRACT OF LAND IN THE S.E. 1/4 OF SECTION 14, TOWNSHIP 37 SOUTH, RANGE 18 EAST, SARASOTA COUNTY, FLORIDA DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF THE S.E. 1/4 OF SAID SECTION 14; THENCE N.89°41'20" W. ALONG THE SOUTHERLY LINE OF SAID S.E. 1/4 A DISTANCE OF 75.01 FEET; THENCE N.00°24'03" W. A DISTANCE OF 821.58 FEET TO THE POINT OF BEGINNING: THENCE S.89°35'33" W. A DISTANCE OF 597.77 FEET TO THE EASTERLY LINE OF PREMISES DESCRIBED IN OFFICIAL RECORDS BOOK 2742 AT PAGE 1030 OF THE PUBLIC RECORDS OF SARASOTA COUNTY, FLORIDA; THENCE N.00°24'04" W. ALONG SAID EASTERLY LINE A DISTANCE OF 34.49 FEET; THENCE S.71°54'02" E. A DISTANCE OF 78.21 FEET; THENCE N.86°01'16" E. A DISTANCE OF 53.96 FEET; THENCE N.18°05'58" E. A DISTANCE OF 56.00 FEET TO THE POINT OF CURVE (PC) OF A CURVE TO THE LEFT HAVING A RADIUS OF 275.00 FEET AND A CENTRAL ANGLE OF 01°34'46" ; THENCE NORTHEASTERLY ALONG THE ARC A DISTANCE OF 7.58 FEET; THENCE S.73°28'47" E. A DISTANCE OF 112.75 FEET; THENCE S.09°41'36" W. A DISTANCE OF 10.69 FEET; THENCE N.89°35'57" E. A DISTANCE OF 110.79 FEET; THENCE N.67°06'44" E. A DISTANCE OF 54.34 FEET; THENCE S.89°49'15" E. A DISTANCE OF 182.69 FEET; THENCE S.00°24'03" E. A DISTANCE OF 48.90 FEET TO THE POINT OF BEGINNING, LESS THAT PART LYING EASTERLY OF A LINE 106.50 FEET WESTERLY OF AND PARALLEL WITH THE EASTERLY LINE OF THE S.E. 1/4 OF SAID SECTION 14.

CONTAINING 115.006 ACRES, MORE OR LESS.

2001 APR 30 05:16 PM

KAREN E. RUSHING

CLERK OF CIRCUIT COURT

SARASOTA COUNTY, FLORIDA

DCOURSEY Receipt#039762

PLEASE RETURN TO:
Nick Roknich III
1800 Second Street, Suite 901
Sarasota, Florida 34236
941-365-1166



AMENDMENT TO THE ARTICLES OF INCORPORATION
OF
THE HAMPTONS OF SARASOTA COMMUNITY ASSOCIATION, INC.

THIS AMENDMENT TO THE ARTICLES OF INCORPORATION of THE
HAMPTONS OF SARASOTA COMMUNITY ASSOCIATION, INC., is made this 25th
day of April, 2001, by Lennar Homes, Inc., a Florida Corporation,
"Developer" and The Hamptons of Sarasota Community Association,
Inc., a Florida corporation, not for profit.

WITNESSETH:

WHEREAS, The Hamptons of Sarasota Community Association, Inc.
executed Articles of Incorporation of The Hamptons of Sarasota
Community Association, Inc., recorded October 6, 1998 as Official
Records Instrument #1998133346, in the Public records of Sarasota
County, Florida (the "Articles"),

WHEREAS, Section 12.2 of the Articles states that

"Prior to the Community Completion Date, Developer shall
have the right to amend these Articles as it deems
appropriate, without the joinder or consent of any person
or entity whatsoever. Developer's right to amend under
this provision is to be construed as broadly as
possible."

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Roknich & Gibson
1800 Second Street, Suite 901
Sarasota, FL 34236

WHEREAS, as of the date of this Amendment, the Community Completion Date has not occurred.

WHEREAS, Section 9 of the Articles states that

"The affairs of the Association shall be managed by a Board of odd number with not less than three (3) nor more than five (5) members..."

WHEREAS, The Developer has determined to set the maximum number of directors at seven (7).

NOW, THEREFORE, Developer declares the following:

1. The above recitals are incorporated herein.
2. Section 9. Of the Articles shall be deleted and its place a new Section 9. Shall be inserted as follows:

9. Board of Directors. The affairs of the Association shall be managed by a Board of odd number with not less than three (3) nor more than seven (7) members. For the Board Members elected on the Turnover Date, a number of directors equal to 50% of the Board of Directors (rounded up to the nearest whole number) who receive the highest number of votes shall serve until the Year 2003 Annual Meeting, and the other elected directors shall serve until the Year 2002 Annual Meeting. At each annual meeting beginning in 2002, directors shall be elected for two-year terms to fill the vacancies of the directors whose terms are then expiring. All directors shall serve until their respective successors shall have been duly elected and qualified, or until their earlier resignation or removal.

To be considered for election to the Board, all candidates must be current with regard to all Association Assessments and must not be in violation under any of the Declaration, Community Standards, or Amendments thereto.

In all other respects, the Articles shall remain in full force and effect.

IN WITNESS WHEREOF, this Amendment to the Articles was executed the day and year first written above.

WITNESSES:

Andrea Daniele
Name: Andrea Daniele

Debora Hudrlik
Name: Debora Hudrlik

LENNAR HOMES, INC.
John A. Sellinger
Vice President

INC.

Andrea Daniele
Name: Andrea Daniele

Debora Hudrlik
Name: Debora Hudrlik

THE HAMPTONS OF SARASOTA
COMMUNITY ASSOCIATION,
John A. Sellinger
President

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing Amendment to Articles of Incorporation was acknowledged before me this 25th day of April, 2001, by John A. Sellinger on behalf of the Corporation. He is personally known to me and did not take an oath.

My Commission Expires:

STATE OF FLORIDA
COUNTY OF SARASOTA



Brenda J. Hughes
MY COMMISSION # CC864297 EXPIRES
August 18, 2003
BONDED THRU TROY FAIN INSURANCE, INC.

Brenda J. Hughes
Notary Public

The foregoing Amendment to Articles of Incorporation was acknowledged before me this 25th day of April, 2001, by John A. Sellinger on behalf of the Corporation. He is personally known to me and did not take an oath.

My Commission Expires:



Brenda J. Hughes
MY COMMISSION # CC864297 EXPIRES
August 18, 2003
BONDED THRU TROY FAIN INSURANCE, INC.

Brenda J. Hughes
Notary Public

RECORDED IN OFFICIAL RECORDS
INSTRUMENT # 2001058720 4 PGS

2001 APR 30 05:16 PM

KAREN E. RUSHING
CLERK OF CIRCUIT COURT
SARASOTA COUNTY, FLORIDA
DCOURSEY Receipt#039762

PLEASE RETURN TO:
Nick Roknich III
1800 Second Street, Suite 901
Sarasota, Florida 34236
941-365-1166



AMENDMENT TO THE BY-LAWS
OF
THE HAMPTONS OF SARASOTA COMMUNITY ASSOCIATION, INC.

THIS AMENDMENT TO THE BY-LAWS OF THE HAMPTONS OF SARASOTA COMMUNITY ASSOCIATION, INC., is made this 25th day of April, 2001, by Lennar Homes, Inc., a Florida Corporation, "Developer" and The Hamptons of Sarasota Community Association, Inc., a Florida corporation, not for profit.

WITNESSETH:

WHEREAS, The Hamptons of Sarasota Community Association, Inc. executed By-Laws of The Hamptons of Sarasota Community Association, Inc., recorded October 6, 1998 as Official Records Instrument #1998133346, as amended, in the Public records of Sarasota County, Florida (the "By-Laws"),

WHEREAS, Section 12.2 of the By-Laws states that

"Prior to the Community Completion Date, Developer shall have the right to amend these By-Laws as it deems appropriate, without the joinder or consent of any person or entity whatsoever. Developer's right to amend under this provision is to be construed as broadly as possible."

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REMI 14.
Roknich & Gibson
1 Second Street, Suite 901
Sarasota, FL 34236

WHEREAS, as of the date of this Amendment, the Community Completion Date has not yet occurred.

WHEREAS, Developer has modified the definition of "Turnover Date" in the Declaration and wishes to amend the By-Laws accordingly.

WHEREAS, Developer has modified the provision pertaining to the Board of Directors in the Articles of Incorporation of The Hamptons of Sarasota Community Association, Inc., and wishes to amend these By-Laws accordingly.

NOW, THEREFORE, Developer declares the following:

1. The above recitals are incorporated herein.
2. The definition of "Turnover Date" in Section 2. of the Articles shall be amended and modified by adding "or at such earlier time as Developer may desire to relinquish control of the Association, provided, however, that in no event shall the Turnover Date occur prior to the conveyance of seventy-five percent (75%) of the Homes that can be built within the Hamptons from Developer to Owners" to the end of the paragraph so that the definition of "Turnover Date" now appears as follows:

"Turnover Date" shall mean the date upon which ninety percent (90%) of the Homes that can be built within The Hamptons have been conveyed by Developer to Owners, or at such earlier time as Developer may desire to relinquish control of the Association, provided, however, that in no event shall the Turnover Date occur prior to the conveyance of seventy-five percent (75%) of the Homes that can be built within the Hamptons from Developer to Owners.

3. Section 4.1 of the By-Laws shall be deleted and in its place a new Section 4.1 shall be inserted as follows:

4.1 Number. The affairs of the Association shall be managed by a Board of odd number with not less than three (3) nor more than seven (7) members. Board members appointed by Developer need not be Members of the Association. Board members elected by the other Members must be Members of the Association.

4. Section 4.2 of the By-Laws shall be deleted and in its place a new Section 4.2 shall be inserted as follows:

4.2 Term of Office. The election of Directors shall take place after Developer no longer has the authority to appoint the Board and shall take place on the Turnover date. For the Board Members elected on the Turnover Date, a number of directors equal to 50% of the Board of Directors (rounded up to the nearest whole number) who receive the highest number of votes shall serve until the Year 2003 Annual Meeting, and the other elected directors shall serve until the Year 2002 Annual Meeting. At each annual meeting beginning in 2002, directors shall be elected for two-year terms to fill the vacancies of the directors whose terms are then expiring. All directors shall serve until their respective successors shall have been duly elected and qualified, or until their earlier resignation or removal.

5. Section 4.3 of the By-Laws shall be amended and modified by adding "Any Officer appointed pursuant to this paragraph shall serve for the remainder of the term of the Officer so replaced" to the end of the paragraph so that Section 4.3 now appears as follows:

4.3 Removal. Any vacancy created by the resignation or removal of a Board Member appointed by Developer may be replaced by Developer. Developer may replace or remove any Board member appointed by Developer in Developer's sole and absolute discretion. In the event of death or resignation of a Director elected by the Members, the remaining Directors may fill such vacancy. Directors may be removed with or without cause by the vote or agreement in writing of Members holding a majority of the Voting Interests. Any Officer appointed pursuant to this paragraph shall serve for the remainder of the term of the Officer so replaced.

In all other respects, The By-Laws and any exhibits thereto shall remain in full force and effect.

IN WITNESS WHEREOF, this Amendment to the By-Laws was executed the day and year first written above.

WITNESSES:

Andrea Daniele
Name: Andrea Daniele

Debora Hudrlik
Name: Debora Hudrlik

LENNAR HOMES, INC.
John A. Sellinger
Vice President

WITNESSES:

Inc.
Andrea Daniele
Name: Andrea Daniele

Debora Hudrlik
Name: Debora Hudrlik

The Hamptons of Sarasota
Community Association,
John A. Sellinger
President

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing Amendment to By-Laws was acknowledged before me this 25th day of April, 2001, by John A. Sellinger on behalf of the Corporation. He is personally known to me and did not take an oath.

My Commission Expires:



Brenda J. Hughes
MY COMMISSION # CC864297 EXPIRES
August 18, 2003
BONDED THRU TROY FAIN INSURANCE, INC.

Brenda J. Hughes
Notary Public

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing Amendment to By-Laws was acknowledged before me this 25th day of April, 2001, by John A. Sellinger on behalf of the Corporation. He is personally known to me and did not take an oath.

My Commission Expires:



Brenda J. Hughes
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August 18, 2003
BONDED THRU TROY FAIN INSURANCE, INC.

Brenda J. Hughes

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INSTRUMENT # 2000121698 3 PGS
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KAREN E. RUSHING
CLERK OF CIRCUIT COURT
SARASOTA COUNTY, FLORIDA
CBETHEL Receipt#075797

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\$15.00

PLEASE RETURN TO:
Nick Roknich III
1800 Second Street, Suite 901
Sarasota, Florida 34236
941-365-1166

AMENDMENT TO THE BY-LAWS
OF
THE HAMPTONS OF SARASOTA COMMUNITY ASSOCIATION, INC.

THIS AMENDMENT TO THE BY-LAWS OF THE HAMPTONS OF SARASOTA
COMMUNITY ASSOCIATION, INC., is made this 5th day of September,
2000, by The Board of Directors of The Hamptons of Sarasota
Community Association, Inc. ("Board").

WITNESSETH:

WHEREAS, The Hamptons of Sarasota Community Association, Inc.
executed By-Laws of The Hamptons of Sarasota Community Association,
Inc., recorded October 6, 1998 as Official Records Instrument
#1998133346, as amended, in the Public records of Sarasota County,
Florida (the "By-Laws"),

WHEREAS, Section 12.2 of the By-Laws states that

"Prior to the Community Completion Date, Developer shall
have the right to amend these By-Laws as it deems
appropriate, without the joinder or consent of any person
or entity whatsoever. Developer's right to amend under
this provision is to be construed as broadly as
possible."

WHEREAS, as of the date of this Amendment the Community
Completion date has not occurred.

WHEREAS, Section 4.1 of the By-Laws states that

"The affairs of the Association shall be managed by
a Board consisting of three (3) persons."

WHEREAS, The Board met on 9/5/00, and upon unanimous vote
resolved that the By-Laws should be amended as set forth herein.

5/5
ROKNICH & GIBSON
1800 Second Street, Suite 901
Sarasota, FL 34236



NOW, THEREFORE, the Board of Directors of The Hamptons of Sarasota Community Association, Inc., pursuant to Section 12.2 of the By-Laws, hereby amends the By-Laws as follows.

1. The recitals above are incorporated herein.

2. Section 4.1 of the By-Laws shall be amended and modified by deleting any and reference to "three(3) persons" and in its place inserting "four (4) persons" so that Section 4.1 should now appear as follows:

4.1 Number. The affairs of Association shall be managed by a Board consisting of four (4) persons. Board members appointed by Developer need not be Members of Association. Board members selected by the other Members must be Members of Association.

In all other respects, The By-Laws and any exhibits thereto shall remain in full force and effect.

IN WITNESS WHEREOF, this Amendment to the By-Laws was executed the day and year first written above.

WITNESSES:

Mary Elaine Forest
Cynthia Grila

LENNAR HOMES, INC.
By: Fay W. Peck
Its President
Attested By: Arden Jauri
Its Secretary

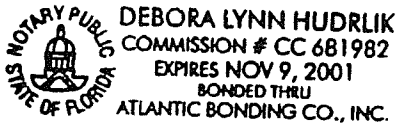
Mary Elaine Forest
Cynthia Grila

THE HAMPTONS OF SARASOTA
COMMUNITY ASSOCIATION, INC.
By: Fay W. Peck
Its President
Attested By: Arden Jauri
Its Secretary

STATE OF FLORIDA
COUNTY OF

The foregoing Amendment to By-Laws was acknowledged before me this 5th day of September, 2000, by Larry W Peebles and Andrea Daniele on behalf of the Corporation. They are personally known to me or produced _____ as identification and did not take an oath.

My Commission Expires:



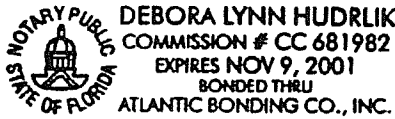
Debora Lynn Hudrlik
Notary Public

DEBORA LYNN HUDRLIK

STATE OF FLORIDA
COUNTY OF

The foregoing Amendment to By-Laws was acknowledged before me this 5th day of September, 2000, by Larry W Peebles and Andrea Daniele on behalf of the Corporation. They are personally known to me or produced _____ as identification and did not take an oath.

My Commission Expires:



Debora Lynn Hudrlik
Notary Public

DEBORA LYNN HUDRLIK