

This Document prepared by
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 LAKELAND, FLORIDA

DECLARATION OF COVENANTS, RESTRICTIONS,

LIMITATIONS AND CONDITIONS

THE UNDERSIGNED, LAKESIDE HILLS ESTATES, INC., a Florida corporation, hereinafter called DEVELOPER, is the owner of the following described real property in Polk County, Florida, to-wit:

Lots 1 and 2 of Mary J Palmer's Subdivision, according to Plat thereof recorded in Plat Book 4, page 16, Public Records of Polk County, Florida,

LESS AND EXCEPT

the following described two portions thereof:

Commence at the NW corner of said Lot 2 of Mary J. Palmer's Subdivision (being situated in NW $\frac{1}{4}$ of SW $\frac{1}{4}$ of Section 25, Township 27 South, Range 23 East) thence East along the North boundary of same, a distance 49.40 feet to the East Right-of-Way line State Road 35 and U. S. 98, thence South along the East Right-of-Way line of same 30.00' to point of beginning, thence continue South along East Right-of-Way line 805.19 feet, thence N 89°47'12" E 436.56 feet, thence N 44°47'12" E 103.64 feet, thence N 00°12'48" W 640.45 feet, thence N 45°12'48" W 130.15 feet, thence N 89°41'23" W 414.75 feet to point of beginning.

AND

Begin at NW corner of said Lot 2 of Mary J. Palmer's Subdivision, Polk County, Florida, thence run North 89°41'23" East 2545.77 feet to a P.R.M. hereinafter referred to as the point of beginning, continue on aforesaid bearing 47 feet more or less to the water's edge of Lake Gibson, thence deflect southerly and run along the existing shore line of said lake 245 feet more or less to a P.R.M. which is located South 23°57'14" East 254.47 feet from the point of beginning, thence run South 00°20'01" East 86.24 feet thence South 89°47'12" West 93.84 feet thence South 00°12'48" East 5 feet, thence South 89°47'12" West 2'5 feet, thence North 00°12'48" West 323.83 feet thence North 89°41'23" East 266.21 feet to the point of beginning.

The DEVELOPER does hereby impose and declare the following covenants, restrictions, limitations, conditions and uses of the above described real property of which a portion is platted as LAKESIDE HILLS ESTATES in Plat Book 50, pages 35-636, Public Records of Polk County, Florida, and the balance of which will be platted into additional lots as shown and designated on the Plat of said Subdivision as "NOT INCLUDED (FUTURE DEVELOPMENT)" so that the total number of lots will be approximately two hundred eighty (280).

1. No platted lot, hereinafter called lot, shall be used for any purpose other than the placement thereon of a mobile home or modular home for single family residential use.

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2. No nuisance shall be allowed on any lot nor shall any use or practice be allowed which is a source of annoyance to remaining lot owners or which interferes with the peaceful use and occupancy of their property.

3. All lots and homes thereon shall be kept in a clean and sanitary condition and no rubbish, refuse or garbage shall be allowed to accumulate, nor shall any fire hazard be allowed to exist.

4. No immoral, improper, offensive or unlawful use shall be made of any lot or home thereon, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction shall be observed. The use of the property shall be in accordance with such reasonable regulations as may be promulgated by LAKESIDE HILLS ESTATES ASSOCIATION, INC., a non-profit corporation.

5. By accepting ownership of any lot, the owner thereof and the owner's use of the property and home thereon shall be subject to all By-Laws and regulations of LAKESIDE HILLS ESTATES ASSOCIATION, INC., and to all assessments levied by said Association for the maintenance of LAKESIDE HILLS ESTATES and the Clubhouse and other recreational facilities which said Association has leased for a period of ninety-nine (99) years from LAKESIDE HILLS ESTATES, INC., and which said Lease Agreement is dated December 31, 1970, and recorded February 9, 1971, in Official Records 1336, page 922, Public Records of Polk County, Florida. Ownership of a lot shall obligate the owner thereof to all terms and conditions of said Lease Agreement between LAKESIDE HILLS ESTATES, INC., and LAKESIDE HILLS ESTATES ASSOCIATION, INC., for the Clubhouse and other recreational facilities the same as if the owner of such lot had personally executed said Lease Agreement as Lessee; except, however, such owner shall be responsible only for his proportionate share of the payments and obligations due under the terms of said Lease Agreement.

6. Each successor in title by acceptance of Deed or other instrument of transfer agrees to be bound and obligated by all the terms and

conditions of said Lease Agreement identified in the preceding paragraph and to the By-Laws and rules and regulations of LAKESIDE HILLS ESTATES ASSOCIATION, INC., a Florida corporation not for profit, including the payment of all assessments made by said Association.

7. No tent-type folding trailers, pickup campers or like trailers shall be allowed, and only mobile homes or modular homes which are designed for permanent living quarters shall be located on the lots.

8. The type, appearance and age of mobile homes and modular homes placed on any lot shall be subject until December 31, 1973, to approval by the DEVELOPER, but after such date, LAKESIDE HILLS ESTATES ASSOCIATION, INC., shall have the right to approve the type, appearance and age of each mobile and modular home and shall promulgate written regulations setting forth the general requirements for approval.

9. All occupants of homes, mobile or modular, must be twenty-one (21) years of age, except that if occupants are husband and wife, one spouse may be under twenty-one (21) years. No children under twenty-one (21) years of age will be permitted to live in the units on a permanent basis, and the Association may set forth regulations governing temporary visits by children who are under twenty-one (21) years of age. Until the Association promulgates such regulations, temporary basis for visiting children under the age of twenty-one (21) years will consist of no more than a total of twenty-eight (28) days within any twelve (12) month period. In no event will more than four (4) children under the age of twenty-one (21) years occupy any home at any one time. If the wife of any couple occupying a home gives birth to a child, such couple must give up occupancy of their home within sixty (60) days after the birth of such child unless such child shall not be living with them on a permanent basis.

10. Each lot owner will take care of their own ornamental plants notwithstanding the fact that LAKESIDE HILLS ESTATES ASSOCIATION, INC., will be responsible for general maintenance of the subdivision grounds including each owner's lawn.

11. No mobile home may be less than twelve (12) feet in width or less than fifty-five (55) feet in length, the minimum square footage for

all mobile homes being six hundred sixty (660) square feet.

12. No modular home shall have less than seven hundred twenty (720) square feet of inside living area.

13. No mobile home or modular home when placed on any lot shall be older than three (3) model years. That is to say that if the unit is placed on the property in 1971, it must have been constructed either in 1968 or considered in the trade as a 1968 model.

14. Prior to December 31, 1973, DEVELOPER shall have the sole right to designate the location of all mobile and modular homes and other structures placed on each lot and after such date said right shall be vested in the Association. Furthermore, prior to December 31, 1973, the slab and any other improvements accomplished by a lot owner shall be done only by DEVELOPER or a contractor approved by DEVELOPER.

15. Prior to December 31, 1973, all skirting of mobile or modular homes must be approved and accomplished by DEVELOPER and after said date, such approval must be obtained from the Association. Additionally, all skirting must be accomplished by owner within fifteen (15) days after said home is placed upon a lot.

16. No trees placed on any lot by the DEVELOPER shall be removed except with the written permission of the DEVELOPER prior to December 31, 1973, and after such date, with the written permission of the Association.

17. No TV or other type of antenna shall be placed on any lot or home thereon.

18. Each owner shall insure that garbage and trash shall be neatly stored in receptacles which are plastic lined and which receptacles shall be enclosed on all four (4) sides so as to conceal them from general view. All garbage and trash disposal bags shall be approved by the Association. Storage room doors shall always be closed except when in use.

19. No clothesline for the drying of wash will be permitted on any lot nor shall any washing or drying of laundry be permitted on a lot except inside the home or other enclosed structure thereon. Any party and its representatives who have contracted with the Association for maintenance

of the grounds shall have the right to enter onto each owner's lots for the purpose of maintenance at all reasonable times.

20. No automobiles, boats or other vehicles shall be repaired on any lot and no automobile will be permitted thereon without a current license tag.

21. No storage of any kind will be permitted around the home except in the utility building of such design and in such location as may be approved by the DEVELOPER or the Association.

22. A mailbox showing the owner's name and/or a name sign will be permitted and signs larger than eight (8) inches by twelve (12) inches shall not be permitted without written consent of DEVELOPER or the Association. No other signs or advertisements will be permitted without the express written permission of the DEVELOPER or the Association.

23. All exterior lighting must be shaded so as not to create a nuisance to others.

24. Two (2) small household pets of dog and/or cat variety may be kept and maintained in each home provided that such pet shall not be permitted to leave the home and premises except on a leash. Any other pets shall be of small and of domestic variety. No pets shall create a nuisance as prohibited under Paragraph 2 hereinabove.

25. No fences, walls or hedge rows shall be permitted on any lot line nor shall any fences, walls or hedge rows be permitted on any lot except for the purpose of containing pets and then no more of an area having a configuration of six (6) feet by eight (8) feet shall be enclosed. Any fences, walls or hedge rows enclosing pets shall not be in excess of four (4) feet in height and shall be pleasing in appearance and properly maintained.

26. All gas and fuel oil tanks placed upon any lot shall be buried and vented.

27. No lot owner shall permit any structure, plant or anything which will interfere with the maintenance of the property or the utilities which cross the property.

28. No structure of any type shall be placed within five (5) feet of each side lot line, within fifteen (15) feet of the back lot line,

within ten (10) feet from the front line nor in any areas reserved for easements.

29. In addition to the home located on a lot, an additional structure must be placed thereon, and such structure may be either a carport, cabana, full patio with awning or screen enclosure. However, in the event an automobile is kept at the home, then such additional structure must be a carport so that said automobile will be parked therein. All additional structures must be of masonry or metal construction or similar material, substantial in nature and pleasing in appearance. In addition to such additional structure, a utility room no smaller than forty-two (42) square feet must also be located on the property for the purpose of storage.

30. No travel trailers, campers or boats, other than small boats, shall be kept on any lot. Any small boat on any lot must be kept in an enclosed structure.

31. The sale or transfer of any lot shall be subject to the following conditions:

A. No lot owner may sell, lease or make a gift of his lot without approval of the Association.

B. If a lot owner should devise or in any other way transfer his ownership in any manner not mentioned herein, the continuance of the new ownership shall be subject to the approval of the Association.

C. The approval of the Association for a transfer of ownership shall be obtained in the following manner:

(I) An owner intending to make a transfer shall give the Association notice of such intention, and shall furnish the Association with a written copy of a bona fide offer of purchase, or lease as the case may be, which contract shall show the full name and address of the intended purchaser, and such other information concerning the intended purchaser, or lessee, as the Association may reasonably require.

(II) Within thirty (30) days after receipt of such notice, the Association shall either approve or disapprove the transaction. If approved, approval shall be stated in written form and shall be delivered to the

purchaser in recordable form. If the Association fails to take any action within the said thirty (30) day period, the transaction shall be deemed approved. In lieu of approving a sale, the Association may elect to purchase the unit up to the terms and conditions set forth in the sales contract and shall have thirty (30) days, or the time permitted by the contract, whichever is longer, to close the transaction in accordance with the terms thereof. If the transaction is a conveyance of an interest not involving consideration, said purchase shall be for cash upon a mutually agreeable price, and if said price cannot be agreed upon then the value shall be determined by three (3) appraisers, one (1) selected by the Association, one (1) selected by the lot owner and the third by the appraisers appointed by each party.

(III) The Association shall have the absolute right to disapprove any proposed lease.

(IV) The provisions of this paragraph and each subparagraph shall not apply to a transfer to, nor a purchase by a bank, life insurance company or federal savings and loan association or other institutional lender which acquires its title as a result of owning a mortgage upon the unit concerned, and this shall be so whether the title is acquired by Deed from the mortgagor or his successor in title, or through foreclosure proceedings; nor shall such provisions apply to a transfer, sale or lease by a bank, life insurance company or savings and loan association which so acquires its title. Neither shall such provisions apply to the approval of a purchaser who acquires title to a lot at a duly advertised public sale with open bidding as part of any foreclosure sale, such as but not limited to, execution sale, foreclosure sale, judicial sale and tax sale.

(V) Any sale, mortgage or lease not authorized pursuant to the terms of this paragraph and all subparagraphs shall be void unless subsequently approved by the Association.

(VI) In addition to the foregoing, the Association shall have the right by appropriate By-Laws to impose additional restrictions and requirements upon the transfer of lots by a lot owner to others, but such additional restrictions and requirements shall be supplemental to the foregoing and not in lieu of any of the foregoing. The restrictions relative to the transfer of lots, whether provided by this instrument or in the future by By-Laws of the Association, shall not affect the transfer of lots by Developer.

(VII) All rights granted to the Association under the terms of this Paragraph 31 and each subparagraph shall be effective after December 31, 1973, but prior to that date all of such rights shall be vested in DEVELOPER.

32. This Declaration may be amended with the written approval and consent of seventy-five per cent (75%) of all lot owners in LAKESIDE HILLS ESTATES, provided written approval is obtained from DEVELOPER, its successors or assigns prior to December 31, 1973, and thereafter the written consent of LAKESIDE HILLS ESTATES, INC., its successors and assigns as lessor under the terms of that Lease Agreement between it and LAKESIDE HILLS ESTATES ASSOCIATION, INC., and which said Lease Agreement is recorded in O. R. Book 1336, page 922, Public Records of Polk County, Florida.

33. These covenants, restrictions, limitations and conditions shall apply only to those lots shown on the Plat of LAKESIDE HILLS ESTATES recorded in Plat Book 50, pages 35 and 36, Public Records of Polk County, Florida, which are numbered as Lots 1 through 172 and Lot 135 A, but shall not apply to those parcels which are designated as "Tract A, Tract B and Tract C". At such time as said area designated on said Plat as "NOT INCLUDED (Future Development)" is subdivided into lots, said area shall be covered by these restrictions with the exception of those portions which are designated "NOT INCLUDED" and that certain parcel which is now designated as "Future Tract D". Additionally, the use and occupancy of each lot shall always be subject to the By-Laws, rules and regulations of the Association and the ownership of each lot shall be conditioned upon the owner of the lot being a member of the Association.

34. Any lot owner, developer, or the Lessor under the terms of the Lease Agreement recorded in O. R. Book 1336, page 922, may enforce any of the covenants, conditions, restrictions and limitations herein contained by any appropriate legal action for injunctive relief, which such action shall not preclude any suit for damages as a result of a violation. Invalidation of any of the provisions of this Declaration shall not serve to invalidate the other provisions.

IN WITNESS WHEREOF, LAKESIDE HILLS ESTATES, INC., has caused this

instrument to be executed this 24th day of March, 1971.

LAKE SIDE HILLS ESTATES, INC.

ATTEST: Bobby R. Butler
ASSISTANT SECRETARY

BY: T. J. Oxford, Jr.
PRESIDENT



STATE OF FLORIDA
COUNTY OF POLK

I HEREBY CERTIFY that on this day before me, an officer duly qualified to take acknowledgments, personally appeared T. J. OXFORD, JR., and BOBBY R. BUTLER, as President and Assistant Secretary, respectively, of LAKE SIDE HILLS ESTATES, INC., a Florida corporation, to me known to be the persons described in and who executed the foregoing instrument and they acknowledged before me that they executed the same as such corporate officers and affixed thereto the seal of said corporation and that said instrument is the act and deed of said corporation.

WITNESS my hand and official seal in the State and County last aforesaid this 24th day of March, 1971.

David M. Williams
NOTARY PUBLIC

My Commission expires:



FILED, RECORDED AND
RECORD VERIFIED
PAUL VAUGHN, CLK. CIR. CT.
POLK COUNTY, FLA.
BY Rm D.C.