

WHEREAS, the Developer also owned all of the lots in the following two subdivisions described as:

LAKESIDE HILLS ESTATES, PHASE TWO, according to plat thereof recorded in Plat Book 55, Page 35, Public Records of Polk County, Florida;

AND

LAKESIDE HILLS ESTATES, PHASE THREE, according to plat thereof recorded in Plat Book 58, Page 5, Public Records of Polk County Florida;

upon which subdivisions, and all of the lots therein, the Developer heretofore also imposed and declared the Covenants, Restrictions, Limitations and Conditions set forth in the Declaration pursuant to that certain instrument dated December 29, 1972 and styled as "Declaration of Covenants, Restrictions, Limitations and Conditions," recorded at O.R. Book 1516, Page 247, Public Records of Polk County, Florida; and

WHEREAS, the real properties upon which the aforesaid "Declaration of Covenants, Restrictions, Limitations and Conditions," filed March 26, 1971, and upon which the aforesaid "Declaration of Covenants, Restrictions, Limitations and Conditions," dated December 29, 1972, have been imposed together constitute the LAKESIDE HILLS ESTATES community as referenced herein; and

WHEREAS, the Association and the members thereof have expressed their desire to amend the Declaration as set forth herein for the betterment and overall welfare of the LAKESIDE HILLS ESTATES community, and have approved such amendments at a duly-called and noticed Special Meeting of Members by the requisite majority of voting interests on December 1, 1999; and

WHEREAS, LAKESIDE HILLS ESTATES, INC., or its successor, has expressly and in writing approved of said amendments on November 5, 1999;

NOW, THEREFORE, the Declarations referenced hereinabove dated March 26, 1971 and December 29, 1972 are hereby amended, consolidated and restated as follows:

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.

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, enjoyment and occupancy of their property.

3. All lots and homes thereon shall be kept in a clean and sanitary condition and no, trash, 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 dwelling thereon, and all valid laws, zoning ordinances and regulations of all governmental bodies having jurisdiction shall be observed. The use of any lot shall be in accordance with such reasonable regulations as may be promulgated by LAKESIDE HILLS ESTATES ASSOCIATION, INC., a not-for-profit corporation (hereafter "the Association").

5. By accepting ownership of any lot, the owner thereof and the owner's use of the property and dwelling thereon shall be subject to all By-Laws and duly-enacted and published regulations, policies and procedures of the Association as such By-laws, regulations, policies and procedures may be amended from time to time, and to all assessments levied by the Association for the maintenance of LAKESIDE HILLS ESTATES, 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 the Association 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 by all By-Laws and duly-enacted and published regulations, policies and procedures of the Association, as such By-Laws, regulations, policies and procedures may be amended from time to time, and to all assessments levied by the Association for the maintenance of LAKESIDE HILLS ESTATES, the Clubhouse and other recreational facilities.

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

8. The Association shall have the right to approve the type, appearance and age of each mobile and modular home placed on any lot and shall promulgate written regulations setting forth the general requirements for approval.

9. LAKESIDE HILLS ESTATES is declared and is intended to be Housing for Older Persons -- that is, housing intended for and occupied by one or more persons fifty-five (55) years of age or older. In conformity with applicable laws or regulations, as such laws and regulations shall be amended from time to time by applicable governmental agencies, the Association, shall

(a) adopt, publish and strictly enforce policies and procedures that demonstrate an intent that the LAKESIDE HILLS ESTATES community is and shall be Housing for Older Persons; and

(b) comply with regulations and rules as may be issued or promulgated from time to time by applicable governmental agencies for the verification of age and occupancy, including, without limitation, employing reliable surveys and affidavits.

All lots within LAKESIDE HILLS ESTATES that are or may become subject to these covenants, restrictions limitations and conditions, and all current and future ownership, sale or disposition of such lots and/or dwelling units thereon by any lot owner(s) or occupant(s), shall be

subject to this covenant regarding Housing for Older Persons and any and all policies and procedures adopted and published by the Association pursuant hereto to carry out the intent of this covenant.

Persons under the age of twenty-one (21) years, whether or not children or relatives of lot owners, shall not reside permanently in any dwelling within LAKESIDE HILLS ESTATES and may occupy any such dwelling on visitor basis for no more than a total of twenty-eight (28) days within any twelve (12) month period. In no event shall more than four (4) persons under the age of twenty-one (21) years occupy any dwelling at any one time. If any lot owner(s) occupying a dwelling in LAKESIDE HILLS ESTATES shall give birth to a child or adopt a child who is under the age of 21 years at the time of adoption, such persons must give up occupancy of their dwelling within sixty (60) days after the birth or adoption of such child. Similarly, if any such lot owner(s) shall be appointed as legal guardian or shall assume the legal guardianship of a person who is under the age of 21 years at the time of such appointment or assumption, such persons must give up occupancy of their dwelling within sixty (60) days after such appointment or assumption.

10. The Association is responsible for general maintenance of grounds within LAKESIDE HILLS ESTATES subdivision that do not constitute the lots of members. The Association's maintenance responsibilities with regard to lots shall be limited to mowing and trimming the lawn areas on such lots. Lot owners, however, shall be solely responsible for irrigating, fertilizing, sodding and weeding the lawn areas on their lots and for maintaining their own shrubbery, bushes, trees and ornamental plants.

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. All skirting of mobile or modular homes must be approved by the Association prior to installation. Additionally, all skirting must be accomplished by owner within fifteen (15) days after said home is placed upon a lot.

15. No trees placed on any lot by the Developer shall be removed except with the prior written permission of the Association.

16. Television antennas and satellite dishes may be installed on lots or dwellings only with the prior written approval of the Association and only in accordance with the Association's rules and regulations as to the dimensions and locations of such receptors. No other types of antennas, including, without limitation, Ham or citizens band radio antennas or towers, shall be installed on any lot or dwelling.

17. 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.

18. Clotheslines for the drying of wash will be permitted only with prior written approval from the Association and only in accordance with the Association's rules and regulations. No laundry equipment is permitted on any lot except inside a dwelling or other enclosed structure thereon.

19. The Association, or 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 permitted or required 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 Association.

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

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

24. Each household may have up to two (2) domestic cats or dogs, provided each adult dog shall be not more than twenty-five pounds in weight; however, there shall be no restriction on the size or weight of seeing eye and hearing ear dogs. Dogs and cats shall be on a leash at all times when not within a dwelling, and owners shall be responsible for cleaning up after their pets. No livestock (including, without, limitation, swine, "pot-bellied" pigs, cattle, goats or sheep), poultry, or exotic animals (including, without limitation, reptiles or birds of prey), shall be raised, bred or otherwise kept on any lot or in any dwelling. No pets of any kind 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 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 on a lot which will interfere with the maintenance of the property or with 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 dwelling 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 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 trailers, campers or boats, shall be kept on any lot unless stored in an enclosed structure thereon.

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 of a lot shall be obtained in the following manner:

(I) An owner intending to make a sale or transfer shall give the Association or any duly authorized committee appointed by the Board of Directors prior written notice of such intention, and shall furnish the Association or such committee with a written copy of a bona fide, proposed offer of purchase. Such proposed offer shall show the full name and address of all prospective purchaser(s) or transferee(s), and such other information concerning the

prospective purchaser(s) or transferee(s) as the Association may reasonably require, together with and including, without limitation, any and all information the Association or its authorized committee shall require regarding the age of the prospective purchaser(s) or transferee(s) and intended occupancy of the lot or dwelling unit thereon by such persons.

(II) Within thirty (30) days after the Association's or its authorized committee's receipt of such notice, the required copy of the proposed offer of purchase, and other the required information regarding the age(s) of the proposed purchaser(s) or transferee(s), and intended occupancy of the lot or dwelling unit thereon, the Association shall either approve or disapprove the proposed transaction. If approved, approval shall be stated in written form and shall be delivered to the purchase in recordable form, if requested. If the Association fails to take any action within the said thirty (30) day period, the proposed transaction shall be deemed approved. All contracts for the sale of any lot in LAKESIDE HILLS ESTATES that is subject to these covenants, restrictions, limitations and conditions shall state that such contracts are subject to the express approval of the Association before they shall be binding on the parties thereto, and all of such contracts shall be subject to such approval of the Association whether or not such contracts may so state.

(III) Leases or rentals of dwellings within LAKESIDE HILLS ESTATES shall be permitted or prohibited as may be set forth from time to time in the By-laws of the Association.

(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. Any person (including all business entities) who acquires title to a lot at a duly advertised public sale with open bidding such as, but not limited to, execution sale, foreclosure sale, judicial sale and/or tax

sale, or from any person (including business entities) that has acquired title to a lot through such proceedings, judgment or decree of dissolution of marriage or a deed in lieu of foreclosure, shall acquire such title subject to all covenants, restrictions, limitations and conditions herein pertaining to LAKESIDE HILLS ESTATES. Any such person (including business entities) acquiring title in said fashion who does not meet the age and/or occupancy requirements of LAKESIDE HILLS ESTATES shall acquire title at his, her, their or its own risk and shall be subject in all events to any and all such age and/or occupancy restrictions and the potential enforcement of such restrictions, regardless of whether the Association had prior notice of such proceedings and regardless of whether such person had prior knowledge of such restrictions.

(V) Any sale, or transfer not authorized pursuant to the terms of this paragraph and all subparagraphs hereof 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 or other published regulations, policies and procedures 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.

32. These covenants, restrictions, limitations and conditions may be amended with the written approval and consent of a majority of all lot owners in LAKESIDE HILLS ESTATES and the written consent of LAKESIDE HILLS ESTATES, INC., its successors and/or assigns, as lessor, under the terms of that Lease Agreement between it and the Association and recorded in O.R. Book 1336, page 922, Public Records of Polk County, Florida ("the Lease Agreement").

33. These covenants, restrictions, limitations and conditions shall apply to those lots shown on the Plat of LAKESIDE HILLS ESTATES recorded in Plat Book 50, page 35 and 36, Public Records of Polk County, Florida, which are numbered as Lots 1 through 172 and Lot 135A (but shall not apply

to those parcels which are designated as "Tract A, Tract B and Tract C"), to all lots in LAKESIDE HILLS ESTATES, PHASE TWO, according to plat thereof recorded in Plat Book 55, Page 35, Public Records of Polk County, Florida and to all lots in LAKESIDE HILLS ESTATES, PHASE THREE, according to plat thereof recorded in Plat Book 58, Page 5, Public Records of Polk County Florida, with the exception of that certain parcel which has been designated thereon as "Future Tract D." Additionally, the use and occupancy of each lot shall always be subject to the By-Laws, regulations, policies and procedures 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, the Association, or the Lessor under the terms of the Lease Agreement, may enforce any of the covenants, conditions, restrictions and limitations herein contained by any appropriate action at law and/or suit in equity, including, without limitation, for injunctive relief, and/or monetary 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 the event of any legal action to enforce or interpret any of the covenants, conditions, restrictions and limitations herein contained, including, without limitation, any action to foreclose any lien upon a lot or otherwise enforce the personal obligation of any lot owner(s) for unpaid assessments, the prevailing party or parties, as the case may be, shall be entitled to recover his, her, its or their reasonable attorney's fees and costs of suit incurred at the trial, appellate and post-judgment collection levels, including, without limitation, in all voluntary or court-ordered alternative dispute resolution proceedings, and at all levels in any bankruptcy proceedings. All actions to enforce or interpret any of these covenants, conditions, restrictions and/or limitations shall be brought exclusively in a court of competent jurisdiction in Polk County, Florida.

IN WITNESS WHEREOF, LAKESIDE HILLS ESTATES ASSOCIATION, INC., has caused this instrument to be executed this 7th day of December, 1999, and attests hereby that the foregoing has been duly approved by the requisite majority of the voting interests of the membership of the said Association at a duly called and noticed meeting of said membership held on December 1 1999.

LAKESIDE HILLS ESTATES ASSOCIATION, INC.

Mildred M. Reiberg

By: Mildred M. Reiberg
As its President

Attest:

Richard J. Bryant
Secretary or Assistant Secretary

STATE OF FLORIDA
COUNTY OF POLK.

BEFORE ME, the undersigned authority, on this 7th day of December, 1999, personally appeared MILDRED REIBERG and RICHARD BRYANT known to me to be the persons whose names are subscribed to the foregoing instrument as President and Secretary, respectively, of LAKESIDE HILLS ESTATES ASSOCIATION, INC., the corporation named therein, and acknowledged to me that she executed the same for the purposes therein expressed, in the capacity therein stated and as the act and deed of the corporation. MILDRED REIBERG and RICHARD BRYANT are personally known to me or each has produced (type of identification) as identification and who did take an oath.

Susan R. Puls

Notary Public
Print Name: Susan R. Puls

Notary Commission No.: _____

My Commission Expires: _____

AFFIX NOTARIAL SEAL

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