

INSTR # 2012060254
BK 08618 PGS 1589-1600 PG(s) 12
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RICHARD M WEISS, CLERK OF COURT
POLK COUNTY
RECORDING FEES 103.50
RECORDED BY S Wiggins

This Instrument Prepared By
& Requested Be Returned To:
Craig B. Hill, Esquire
Law Office of Craig B. Hill, P.L.
210 Woodward Street
Lakeland, FL 33803

Re-

**CERTIFICATE OF
SECOND AMENDED, CONSOLIDATED AND RESTATED DECLARATION OF
COVENANTS, RESTRICTIONS, LIMITATIONS AND CONDITIONS**

This is to certify that in accordance with the applicable governing documents of LAKESIDE HILLS ESTATES ASSOCIATION, INC., a Florida not for profit corporation, the Second Amended, Consolidated and Restated Declaration of Covenants, Restrictions, Limitations and Conditions attached hereto as Exhibit "A" and incorporated herein by reference (the "Declaration"), was duly adopted effective March 17, 2012, by the written approval and consent of a majority of all lot owners in Lakeside Hills Estates, including, without limitation, by virtue of a special meeting of the owners held on December 7, 2011. The Declaration relates back to the Declaration of Covenants, Restrictions, Limitations and Conditions, recorded in Official Records Book 1346 Page 751, as extended to certain real property by that certain Declaration of Covenants, Restrictions, Limitations and Conditions recorded in Official Records Book 1516, Page 247, as amended by that certain Amended, Consolidated and Restated Declaration of Covenants, Restrictions, Limitations and Conditions recorded in Official Records Book 4364, Page 233, all in the Public Records of Polk County, Florida, as amended from time to time.

IN WITNESS WHEREOF, Lakeside Hills Estates Association, Inc., a Florida not for profit corporation, has caused this instrument to be executed effective as of the 22nd day of March, 2012.

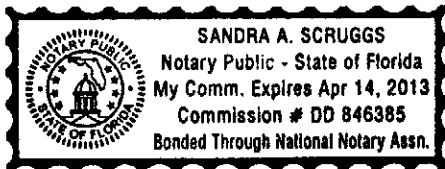
Witnesses:

[Signature]
Print Name: FRANK KSIONZYK
[Signature]
Print Name: JOLINE KSIONZYK

LAKESIDE HILLS ESTATES
ASSOCIATION, INC., a Florida not
for profit corporation
By: [Signature]
Will Frankl, its President

STATE OF FLORIDA
COUNTY OF POLK

I HEREBY CERTIFY that on this 22nd day of March, 2012, personally appeared before me, an officer duly acknowledged to administer oaths and take acknowledgments, Will Frankl as President of Lakeside Hills Estates Association, Inc., a Florida not for profit corporation, who _____ is personally known to me or who has produced FLORIDA DRIVER LICENSE as identification and who executed the foregoing instrument.



[Signature]
Notary Public, State of Florida

Print Name

(SEAL)

**SECOND AMENDED, CONSOLIDATED AND RESTATED DECLARATION
OF COVENANTS, RESTRICTIONS, LIMITATIONS AND CONDITIONS**

(Adopted March 17, 2012)

THIS SECOND AMENDED, CONSOLIDATED AND RESTATED DECLARATION OF COVENANTS, RESTRICTIONS, LIMITATIONS AND CONDITIONS ("Declaration") is made effective this 17th day of March, 2012, by LAKESIDE HILLS ESTATES ASSOCIATION, INC., a Florida not for profit corporation (the "Association").

RECITALS:

WHEREAS, Lakeside Hills Estates, Inc. (the "Developer") was the owner of certain real property in Polk County, Florida described as follows:

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 1/4 of SW 1/4 of Section 25, Township 27 South, Range 23 East) thence East along the North boundary of same, a distance of 49.40 feet to the East Right-of-Way line of 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 S 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 275 feet, thence North 00°12'48" West 323.83 feet thence North 89°41'23" East 266.21 feet to the point of beginning;

WHEREAS, the Developer heretofore imposed and declared certain covenants, restrictions, limitations, conditions and uses upon and pertaining to the above-described real property of which a portion is platted as LAKESIDE HILLS ESTATES in Plat Book 50, Pages 35 and 36, Public Records of Polk

County, Florida, as shown therein, which Declaration of Covenants, Restrictions, Limitations and Conditions was recorded March 26, 1971, in Official Records Book 1346, Page 751, Public Records of Polk County, Florida (the "Initial Declaration");

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

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

AND

LAKESIDE HILLS ESTATES, PHASE THREE, according to the 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 extended to such subdivisions and imposed and declared thereupon the covenants, restrictions, limitations and conditions set forth in the Initial Declaration pursuant to that certain Declaration of Covenants, Restrictions, Limitations and Conditions recorded February 5, 1973, in Official Records Book 1516, Page 247, Public Records of Polk County, Florida (the "Extended Declaration") (the Initial Declaration and the Extended Declaration are sometimes collectively referred to herein as the "Original Declaration");

WHEREAS, the Original Declaration was amended, consolidated and restated by that certain Amended, Consolidated and Restated Declaration of Covenants, Restrictions, Limitations and Conditions recorded December 7, 1999, in Official Records Book 4364, Page 233, Public Records of Polk County, Florida (the "Amended Declaration") with respect to certain real property located in LAKESIDE HILLS ESTATES, located in Polk County, Florida, as more particularly described in the Amended Declaration;

WHEREAS, the real properties upon which the Original Declaration, as amended, consolidated and restated by the Amended Declaration, have been imposed together constitute the LAKESIDE HILLS ESTATES community as referenced herein;

WHEREAS, pursuant to that certain Warranty Deed recorded December 15, 2010, in Official Records Book 8279, Page 1932, Public Records of Polk County, Florida, Lakeside Hills Clubhouse, Inc., a Florida corporation (the "Clubhouse Corporation"), the successor in title to the Developer, conveyed to the Association that certain real property, including a Clubhouse constructed thereon, located in LAKESIDE HILLS ESTATES, as more particularly described in said Warranty Deed (the "Clubhouse Property");

WHEREAS, in accordance with the conveyance of the Clubhouse Property, the Clubhouse Corporation and the Association entered into that certain Lease Termination Agreement recorded December 15, 2010, in Official Records Book 8279, Page 1926, Public Records of Polk County, Florida, which in pertinent part terminated that certain Lease Agreement dated December 31, 1970, and recorded February 9, 1971, in Official Records Book 1336, Page 922, Public Records of Polk County, Florida, as amended and assigned from time to time (the "Lease Agreement"), and provided that the Clubhouse Corporation (as successor in title to the Developer) waived, released and relinquished any and all rights, interests and abilities of the Clubhouse Corporation under the Lease and any and all of the Association's governing documents, including, without limitation, the Amended Declaration, with such rights, interests and abilities, including, without limitation, the Clubhouse Corporation's right to enforce any such governing documents or consent to any amendment thereto;

WHEREAS, this Declaration in pertinent part and for the sake of clarification further evidences and memorializes the above-referenced waiver, release and relinquishment of any and all rights, interests and abilities of the Clubhouse Corporation under the Lease and the Association's governing documents, and the Clubhouse Corporation is not required to join in or consent to this Declaration;

WHEREAS, the Amended Declaration may be amended pursuant to Section 32 thereof by the written approval and consent of a majority of all lot owners in LAKESIDE HILLS ESTATES;

WHEREAS, the requisite written approval and consent of the lot owners has been obtained, and the lot owners desire to amend, consolidate and restate the Amended Declaration for the purposes as set forth herein, and desire and agree to be bound by this Declaration, and this Declaration shall relate back to the recording of the Original Declaration; and

WHEREAS, the amendment, consolidation and restatement pursuant to this Declaration does not materially and adversely affect the rights of Branch Banking and Trust Company ("BB&T"); and accordingly, the consent of BB&T is not required pursuant to Section 11 of that certain Collateral Assignment of Right to Collect Assessments and Assignment of Lien Rights with the Association as assignor and BB&T as assignee, recorded December 15, 2010, in Official Records Book 8279, Page 1935, Public Records of Polk County, Florida.

NOW THEREFORE, the Amended Declaration is hereby amended, consolidated and restated in its entirety 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 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 and must comply with this Declaration, all By-Laws and duly enacted and published rules, regulations, policies and procedures of the Association, as such Declaration, By-Laws, rules, regulations, policies and procedures may be amended from time to time, and to all Assessments (hereinafter defined) levied by the Association for the purposes and uses as set forth herein, including, without limitation, the maintenance of LAKESIDE HILLS ESTATES, the Clubhouse and other recreational facilities. Furthermore, each owner's guests, invitees and occupants are subject to and must comply with this Declaration, all By-Laws and duly enacted and published rules, regulations, policies and procedures of the Association, as this Declaration, and such By-Laws, rules, regulations, policies and procedures may be amended from time to time.

6. All tent-type folding trailers, pickup campers, "fifth wheels" or like trailers shall be prohibited, and only mobile homes or modular homes which are designed for permanent living quarters shall be located on any of the lots.

7. 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.

8. 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 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 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. 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 twenty-one (21) years at the time of adoption, such persons must give up occupancy of their dwelling within ninety (90) 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 responsibility of a person who is under the age of twenty-one (21) years as the time of such appointment or assumption, such persons must give up occupancy of their dwelling within ninety (90) days after such appointment or assumption.

9. 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.

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

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

12. No mobile 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.

13. 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.

14. 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.

15. Intentionally omitted.

16. 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.

17. 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.

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

19. 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.

20. A mailbox showing the owner's name and/or address 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 the prior express written permission of the Association.

21. 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 guide animals (i.e., to guide the blind), hearing animals (i.e., to signal the hearing impaired) or service animals (to do work for persons with disabilities other than blindness or deafness). 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 shall create a nuisance as prohibited under Paragraph 2 hereinabove.

22. 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.

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

24. 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.

25. 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.

26. 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.

27. No trailers, campers or boats shall be kept on any lot unless stored in an enclosed structure thereon.

28. 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 the other 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 purchaser 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 prohibited as 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.

29. These covenants, restrictions, limitations and conditions may be amended with the written approval and consent of thirty percent (30%) of all lot owners in LAKESIDE HILLS ESTATES.

30. These covenants, restrictions, limitations and conditions shall apply 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 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 the 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 the 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.

31. Any lot owner or the Association 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.

32. Each owner by acceptance of a deed or instrument of conveyance for the acquisition of title in any manner shall be deemed to have covenanted and agreed to pay to the Association at the time and in the manner required by the Association's Board of Directors, assessments and charges and any special assessments as are fixed, established and collected from time to time by the Association (collectively, the "Assessments"). All owners shall pay Assessments. The Assessments levied by the Association shall be used for, among other things, the purpose of promoting the recreation, health, safety and welfare of the owners and residents of LAKESIDE HILLS ESTATES; for the improvement, maintenance, protection and operation of the Association's common areas, including, without limitation, the Clubhouse and swimming pool; to pay the operating expenses of the Association; the creation, establishment or preservation of reserve fund(s), as applicable, for the periodic maintenance, repair, and replacement of improvements comprising a portion of the common areas; and for such other purposes and uses as authorized by the Association's governing documents, as amended from time to time. The owner of each lot regardless of how title was acquired is liable for all Assessments coming due while an owner of such lot. If there are

multiple owners of a lot, all such multiple owners are jointly and severally liable. Except as provided by or limited by Florida law with respect to first mortgage holders, whenever title to a lot is transferred for any reason, the new owner is jointly and severally liable with the previous owner for all Assessments unpaid at the time of the transfer, regardless of when incurred, without prejudice to any right the new owner may have to recover from the previous owner any amounts paid by the new owner. No owner may avoid or escape liability for the Assessments provided for herein by non-use or abandonment of such owner's lot, the common areas or otherwise. The Association has a continuing lien on each lot and home thereon for any unpaid past due Assessments, together with interest in the sum of eighteen percent (18%) per annum, late fees, charges and reasonable attorneys' fees and costs incurred by the Association in connection with the collection of Assessments and enforcing the lien, including, without limitation, any collection efforts and attempts, preparation and delivery of any written demands, a lien foreclosure action and/or an action to recover a money judgment for the unpaid Assessments. The lien relates back to the recording of the Original Declaration; and is perfected by the recording of a Claim of Lien in the Public Records of Polk County, Florida. The lien shall continue in effect until all sums secured by said lien have been fully paid, and the lien satisfied or discharged. The Claim of Lien shall secure all unpaid Assessments, interest, late fees, charges and attorneys' fees and costs which are due and which may accrue or come due after the recording of the Claim of Lien. Upon full payment, the person making payment is entitled to a satisfaction of lien. The Association may, at any time, and as provided by Florida law, bring an action at law against the owner personally obligated to pay the same and/or foreclose the Association's lien, or both. The Association shall not be required to bring any such action if it believes the best interests of the Association would not be served by doing so. The lien of the Assessments provided for herein shall be subordinate to the lien of any first mortgage on a lot. Sale or transfer of any lot shall not affect the Assessment lien. However, the sale or transfer of any lot pursuant to a mortgage foreclosure or any proceeding in lieu thereof, pursuant to which the first mortgage holder takes title to the lot, shall extinguish the Assessment lien by such sale or transfer; except that notwithstanding the foregoing, any first mortgage holder taking title to any lot pursuant to a mortgage foreclosure or any proceeding in lieu thereof shall be liable for unpaid Assessments as provided by Florida law, as amended from time to time. No sale or transfer shall relieve such lot from liability for any Assessments thereafter becoming due or from the lien thereof. The Board of Directors shall have the right, power and authority to adopt, promulgate and publish rules, regulations, policies and procedures with respect to the fixing, establishing and collecting of Assessments.

33. Any and all terms, conditions, provisions and references regarding or with respect to the Developer, the Clubhouse Corporation, the Lease and the "Lessor" are hereby and shall be deleted from this Declaration, and shall be of no force and effect, and any rights, interests and abilities of the Clubhouse

Corporation under, in or with respect to this Declaration and the Lease are hereby and shall be deemed waived, releases and relinquished and of no force and effect.

34. The recitals set forth above are true and correct and by this reference are incorporated into the body of this Declaration. This Declaration amends, consolidates and restates in whole the Original Declaration as amended by the Amended Declaration, and shall be effective the date first set forth above, and shall relate specifically back to the date of recording of the Original Declaration.

**END OF ADOPTED SECOND AMENDED, CONSOLIDATED AND RESTATED DECLARATION
OF COVENANTS, RESTRICTIONS, LIMITATIONS AND CONDITIONS**