

This instrument prepared by:
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Pilka, Adams & Reed, P.A.
330 Pauls Drive, Suite 100
Brandon, FL 33511

**CERTIFICATE OF AMENDMENT FOR THIRD AMENDED, CONSOLIDATED AND RESTATED
DECLARATION OF COVENANTS, RESTRICTIONS, LIMITATIONS AND CONDITIONS OF
LAKESIDE HILLS ESTATES**

WHEREAS, the Second Amended, Consolidated and Restated Declaration of Covenants, Restrictions, Limitations and Conditions of Lakeside Hills Estates was recorded on April 6, 2012 in O.R. Book 08618, Page 1589 *et seq.*, public records of Polk County, Florida;

WHEREAS, Amended and Restated By-Laws for Lakeside Hills Estates Association, Inc. were recorded on December 22, 2011 at O.R. Book 8543, Page 2123 *et seq.*, public records of Polk County, Florida;

WHEREAS, due to the effect of the Marketable Record Title Act, the 2012 Second Amended, Consolidated and Restated Declaration of Covenants, Restrictions, Limitations and Conditions of Lakeside Hills Estates and the 2011 Amended and Restated By Laws were potentially extinguished;

WHEREAS, A Certificate of Revival and Execution of the Declarations of Covenants, Conditions, Limitations and Conditions for Lakeside Hills Estates Association, Inc., Articles of Incorporation of Lakeside Hills Estates Association, Inc. and By Laws of Lakeside Hills Estates Association, Inc. was recorded at O.R. Book 11852, Page 1 *et seq.* of the public records of Polk County, Florida on August 17, 2021 and did not include the amendments set forth in the 2012 Second Amended Consolidated and Restated Declaration of Covenants, Restrictions, Limitations and Conditions of Lakeside Hills Estates or the 2011 Amended and Restated By-Laws;

WHEREAS, the requisite number of owners voted in favor of the adoption and ratification of the 2012 Second Amended, Consolidated and Restated Declaration of Covenants, Restrictions, Limitations and Conditions of Lakeside Hills Estates and the 2011 Amended and Restated By Laws for Lakeside Hills Estates Association Inc. and a certificate of amendment was recorded at O.R. Book 12824, Page 2298 *et seq.* of the public records of Polk County, Florida on September 5, 2023;

WHEREAS, the Declaration of Covenants, Restrictions, Limitations and Conditions and the By-Laws for Lakeside Hills Estates Association Inc. may be modified and amended upon the affirmative written approval and consent of at least thirty percent (30%) of all lots governed by the Declaration and the By-Laws of Lakeside Hills Estates Association Inc. may be modified or amended a majority of the total votes cast in person or by absentee ballot at a duly called meeting and the requisite written approvals and consents for amendments to the Declaration and the requisite votes for amendments to the Bylaws being obtained at a meeting of the members held on March 24, 2025; and

NOW, THEREFORE, KNOW ALL PERSONS BY THESE PRESENTS that the undersigned, on behalf of Lakeside Hills Estates Association, Inc., pursuant to applicable law and the provisions of the Declaration and Bylaws, does hereby certify that the following documents have been adopted with the requisite written consent and/or vote of the membership:

Third Amended, Consolidated and Restated Declaration of Covenants, Restrictions, Limitations and Conditions of Lakeside Hills Estates attached hereto as Exhibit "A";

and

Amended and Restated By-Laws for Lakeside Hills Estates Association, Inc. attached hereto as Exhibit "B".

The above documents shall take the place of and represent the Declaration and By-Laws of the Lakeside Hills Estates Association, Inc. until such time as they are further amended or modified as allowed by their own terms.

IN WITNESS WHEREOF, I, the undersigned, as President, of Lakeside Hills Estates Association, Inc., have hereunto affixed my hand this 16th day of May, 2025.

Witness: [Signature]

[Signature]
James Shelcutt President

Printed Name: Gene Hunter

Witness: [Signature]

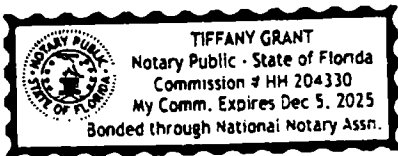
ATTESTED TO BY:

[Signature]
Kimberly Houser Secretary

Printed Name: Susan Windmann

**STATE OF FLORIDA
COUNTY OF POLK**

The foregoing was acknowledged before me by means of physical presence or online notarization, this 16th day of May, 2023, by James Shelcutt, as President of Lakeside Hills Estates Association, Inc. and attested to by Kimberly Houser, as Secretary of Lakeside Hills Estates Association Inc.



[Signature]
Notary Public – State of Florida
 Produced Identification
Type of ID Produced: drivers' license

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

"Substantial rewording. See governing documents for current text."

THIS THIRD AMENDED, CONSOLIDATED AND RESTATED DECLARATION OF COVENANTS, RESTRICTIONS, LIMITATIONS AND CONDITIONS ("Declaration") is made effective this 24th day of March, 2025, by LAKESIDE HILLS ESTATES ASSOCIATION, INC., a Florida not for-profit corporation, (the "Association") **governed by FLORIDA STATUTE CHAPTERS 720 & 617.**

RECITALS

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

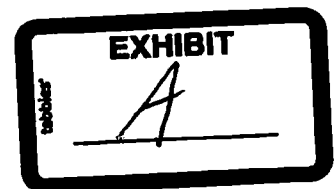
Lots 1 and 2 of Mary J. Palmer's Subdivision, according to Plat thereof recorded in Plat Book 4, Page 16, Public Records of Polk County, Florida,

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 N 436.56 feet, thence N 44°47'12' E 103.64 feet, thence 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 Florida, Mary J. Palmer's Subdivision, Polk County, thence run North 89°41'23" East to as the 2545.77 feet to a P.R.M. hereinafter referred point of beginning, continue on aid bearing 47 feet more or Jess 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 et seq., 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 et seq., 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 et seq., 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, there was a Second Amended, Consolidated and Restated Declaration of Covenants, Restrictions, Limitations and Conditions recorded December 7, 1999, in Official Records Book 8618, Page 1589 et seq., Public Records of Polk County, Florida (the "Second Amended Declaration") which was ratified by written consent of the membership on or about August 17, 2023 and a Certificate of Amendment to the Second Amended, Consolidated and Restated Declaration of Covenants, Restrictions, Limitations and Conditions was recorded in Official Records Book 12824, Page 2298 et seq., Public Records of Polk County, Florida;

WHEREAS, the Second Amended Declaration may be amended pursuant to Section 29 thereof by the written approval and consent of thirty percent (30%) 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 Second 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

NOW THEREFORE, the Second Amended Declaration is hereby amended, consolidated and restated in its entirety as follows:

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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 from time to time.

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 **reasonable** 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 **reasonable** 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.

(c) **Federal Housing Administration Law and Disabilities Act guidelines must be accommodated by the Association (Including but not limited to: Reasonable Accommodation and Modification request for disability needs).**

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 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)-thirty (30)** 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 at 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 the 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, **edging** and trimming the lawn areas on such lots **and blowing off all sidewalks, driveways and carports**. 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 **installation** must be accomplished **by the** owner within fifteen (15) days **after said home has final inspection by City Building Department.**

14. ~~**Intentionally omitted 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. **Occupancy Restrictions. It is intended that each lot be occupied by a maximum of two (2) persons, excluding medical caregivers. According to the Federal Housing Act and Disabilities Act caregivers cannot be charged an extra fee if they are needed to provide a service that provides for quality of life, for a period of time, (not treated as tenant or a guest). All others occupying a lot for a period of thirty (30) days or more in any twelve (12) month period shall be considered a "guest", subject to the following conditions**

and requirements: (i) All guests must be over twenty-one (21) years of age; (ii) All guests must be interviewed by the Membership Committee; (iii) All guests must sign an "Intent to Share" form; (iv) All guests must first be approved for occupancy by the Board of Directors, and any such approval shall be for a period of three (3) months, six (6) months, nine (9) months, but in any event no longer than twelve (12) months; and (v) If approved, there shall be a charge for usage of water and sewer utilities established by the Board of Directors annually or as otherwise determined by the Board of Directors, which shall be paid in advance at the time of approval. As further set forth in this Third Amended Declaration, at least one (1) occupant of each lot shall provide proof of ownership and shall be at least fifty-five (55) years of age unless a hardship exception is granted by the Board of Directors. There shall be only two (2) members per lot with facility and clubhouse privileges, all other occupants, excluding medical caregivers (subject to the conditions and requirements set forth herein) shall be considered a "guest". Medical Care Givers: A Reasonable Accommodation must be applied for and approved by Association, for members with temporary or permanent disabilities to not count a home aide, therapist, nurse, etc. as an additional tenant or guest as they are only there a certain time to accommodate the Member to help maintain quality of life.

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. **Clothesline must be closed and not visible from street view when not being used.** 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.~~ **No repair or disassembling of any motor vehicle (boats, motorcycles, cars, trucks, RV's etc.) is permitted on any lot except in a fully enclosed garage or carport. Notwithstanding the foregoing, a battery, headlight or taillight may be replaced and/or a tire may be changed. All vehicles must have 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. **All mailboxes must be U.S.P.S. approved and located at curbside in accordance with USPS Guidelines.** A mailbox showing a ~~the owner's name and/or numerical~~ address sign will be permitted. **No other** signs larger than eight (8) inches by twelve (12) inches shall not be permitted without the prior written permission of the Association. **Political signs are allowed on private lots with permission of the owner. These signs may not be placed on the lot sooner than 45 days in advance of the election and must be removed no later than ten (10) days following the date of the election to which they apply.**

21. Each household may have up to two (2) domestic cats or dogs, provided each adult dog shall be not more than **thirty (30)** ~~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). **ESA / Service Animal are designated according to Florida Statute 760 guidelines. All medical paperwork, vaccinations records and licenses must be current and available to the Association.** Dogs and cats shall be always on a leash 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. **Temporary pet run to be no larger than 48 sq ft attached to members residence (i.e. - 4x12, 3x16), not to encroach on property easement (Side 5', 15' rear property line...) and its barrier fencing no taller than 4ft. and does not impede lawn service. Must be maintained by homeowner and not to be used as a storage area by homeowner.**

23. Intentionally omitted. ~~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 a 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.

A. **No overnight occupancy of any such vehicle shall be permitted.**

B. **No such vehicle may be parked or stored, or overhanging on any street or sidewalk, and no repair or disassembly of any such vehicle shall be permitted on any lot or parking area. Notwithstanding the foregoing, a battery, headlight or taillight may be replaced and/or a tire may be changed.**

C. **The Association shall not be liable for theft, loss of, or damage to any such vehicle or items stored therein.**

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 then the new owner shall be subject to approval of the Association prior to taking occupancy.

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 by filling out an “intent to sell” form, as may be adopted by the Association from time to time.

(II) The Member shall furnish the Association or such committee with a written copy of 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 including, but not limited to, the age of the prospective purchaser(s) or transferee(s) and intended occupancy of the lot or dwelling unit thereon by such persons.

(III) 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 purchase(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.

(IV) 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 sale of any lot in LAKESIDE HILLS ESTATED 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 contracts may so state.

(V) Leases or rental of dwellings within LAKESIDE HILLS ESTATES shall be prohibited as set forth from time to time in the Bylaws of the Association.

(VI) 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 condition 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, hers, their or its own risk and shall be subject in all events to any and all such age and/or occupancy restrictions and potential enforcement of such restrictions, regardless of whether the Association had notice of such proceedings and regardless of whether such person had prior knowledge of such restrictions.

(VII) 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.

(VIII) 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.

D. Title Transfer Capital Contribution Fee. The Association shall charge and collect an initial, mandatory, one time, Capital Contribution fee to be paid upon each title transfer of properties. The Capital Contribution fee is to be paid at closing and deposited in the Capital Reserve Account for all title transfers, to any new Buyer (s).

a. Capital Contribution fee, determined by the Board and charged upon each transfer of property ownership of an HOA property paid, by the new owner or seller, at the closing.

b. Charged upon each transfer of property ownership of an HOA property paid, by the new owner or seller, at the closing.

c. The Capital Contribution Fee may be adjusted when deemed reasonably necessary by the Association Board of Directors on a bi-yearly basis with a unanimous vote of Board members.

d. Capital Contribution Fee to be disclosed in document from Association submitted before membership committee interview.

29. These covenants, restrictions, limitations and conditions may be amended with the written approval and consent of ~~thirty percent (30)~~ **a majority (50% +1)** 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 LAKESIDE HILLS ESTATES recorded in Plat Book 50, Pages 35 and 36, Public Records of Polk County, Florida, which are numbered as Lots I 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 may charge administrative late fees up to the maximum allowed by law from time to time if assessments are not paid within ten (10) days of the due date, which due date shall be the first of each month, unless otherwise determined by the Board of Directors from time to time. 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 will 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. The 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 Corporation under, in or with respect to this Declaration and the Lease are hereby and shall be deemed waived, released 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 Declarations, 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 THIRD AMENDED, CONSOLIDATED AND RESTATED DECLARATION

Prepared by and Return to:
Daniel F. Pilka, Esquire
Pilka, Adams & Reed, P.A.
330 Pauls Drive, Suite 100
Brandon, FL 33511
(813) 653-3800

**AMENDED AND RESTATED BYLAWS FOR LAKESIDE HILLS
ESTATES ASSOCIATION, INC.,**
A Not-for-Profit Corporation

“Substantial rewording. See governing documents for current text.”

**ARTICLE I
THE CORPORATION**

1.1. **Name and Governing Statutes.** The name of the Corporation is the LAKESIDE HILLS ESTATES ASSOCIATION, INC., (**the “Association”**), a Florida not for profit Corporation. The corporation shall be governed by Florida Statutes, Chapters 720, the Homeowners’ Association Act, and 617, the Florida Not For Profit Corporation Act.

1.2. **Address.** The principal office of the Association shall be located at 520 Forest Lake Drive, Lakeland, FL 33809. The address of the principal office may be changed from time to time by the Board of Directors.

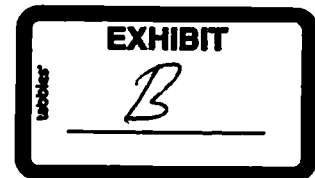
**ARTICLE II
DEFINITIONS**

2.1. **Definitions.** The definitions contained in the Declaration for LAKESIDE HILLS ESTATES (the “Declaration”) relating to the residential community known as LAKESIDE HILLS ESTATES, as same may be amended from time to time, recorded, or to be recorded, in the Public Records of Polk County, Florida, are incorporated herein by reference and made a part hereof. In addition to the terms defined in the Declaration, the following terms shall have the meanings set forth below:

2.1.1. **“Annual Members Meeting”** shall have the meaning assigned to such term in Section 3.2 of these Bylaws.

2.1.2. **“Articles”** shall mean the Articles of Incorporation for the Association, as they exist now and as same may be amended in the future from time to time.

2.1.3. **“Bylaws”** shall mean these Bylaws of the Association, as they exist now and as same may be amended in the future from time to time.



2.1.4. "Declaration" shall mean the Declaration of Covenants, Restrictions, Limitations and Conditions for Lakeside Hills Estates and include the same as it may be amended in the future from time to time.

2.1.5. "Directors" shall mean the members of the Board of Directors of the Association and their successors and officers duly elected in serving in that capacity in accordance with the Bylaws.

2.1.6. "Minutes" shall mean the minutes of all Member and Board meetings, which shall be in the form required by the Florida Statutes. In the absence of governing Florida Statutes, the Board shall determine the form of the minutes.

2.1.7. "Official Records" shall mean all records required to be maintained by the Association pursuant to Section 720.303(4) of the Florida Statutes, as amended from time to time.

2.1.8. "Special Members Meeting" shall have the meaning assigned to such term in Section 3.3 of these Bylaws.

2.1.9. "Voting Interests" shall mean the voting rights held by the Members.

ARTICLE III MEMBERS

3.1 Voting Interests. Each Owner shall be a Member of the Association. No person who holds an interest in a Lot only as security for the performance of an obligation shall be a Member of the Association. Membership shall be appurtenant to, and may not be separated from, ownership of any Lot. There shall be one vote appurtenant to each Lot. For the purposes of determining who may exercise the Voting Interest associated with each Lot, the following rules shall govern:

3.1.1 Lot Owned By Husband and Wife. Either the husband or wife (but not both) may exercise the Voting Interest with respect to a Lot. In the event the husband and wife cannot agree, neither may exercise the Voting Interest. A married couple or joint owners of a Lot may not simultaneously serve on the Board of Directors unless they own more than one Lot or there are not enough qualified candidates willing to serve on the Board of Directors.

3.1.2 In the event that any trust owns a Lot, the Association shall have no obligation to review the trust agreement with respect to such trust. By way of example, if the Lot is owned by Robert Smith, as Trustee, Robert Smith shall be deemed the Owner of the Lot for all the Association purposes. If the Lot is owned by Robert Smith as Trustee for the Laura Jones Trust, then Robert Smith shall be deemed the Member with respect to the Lot for all the Association purposes. If the Lot is owned by the Laura Jones Trust, and the deed does not reference a trustee, then Laura Jones shall be deemed the Member

with respect to the Lot for all the Association purposes. If the Lot is owned by the Jones Family Trust, the Jones Family Trust may not exercise its Voting Interest unless it presents to the Association, in the form of an attorney opinion letter or affidavit reasonably acceptable to the Association, the identification of the person who should be treated as the Member with respect to the Lot for all the Association purposes. If Robert Smith and Laura Jones, as Trustees, hold title to a Lot, either Trustee may exercise the Voting Interest associated with such Lot. In the event of a conflict between trustees, the Voting Interest for the Lot in question cannot be exercised. In the event that any other form of trust ownership is presented to the Association, the decision of the Board as to who may exercise the Voting Interest with respect to any Lot shall be final. The Association shall have no obligation to obtain an attorney opinion letter in making its decision, which may be made on any reasonable basis whatsoever.

3.1.3 Corporations. If a Lot is owned by a corporation, the corporation shall designate a person, an officer, employee, or agent who shall be treated as the Member who can exercise the Voting Interest associated with such Lot.

3.1.4 Partnerships. If a Lot is owned by a Limited Partnership, anyone of the general partners may exercise the Voting Interest associated with such Lot. By way of example, if the general partner of a limited partnership is a corporation, then the provisions hereof governing corporations shall govern which person can act on behalf of the corporation as general partner of such limited partnership. If a Lot is owned by a general partnership, anyone of the general partners may exercise the Voting Interest associated with such Lot. In the event of a conflict among general partners entitled to exercise a Voting Interest, the Voting Interest for such Lot cannot be exercised.

3.1.5 Multiple Individuals. If a Lot is owned by more than one individual, anyone of such individuals may exercise the Voting Interest with respect to such Lot. In the event that there is a conflict among such individuals, the Voting Interest for such Lot cannot be exercised.

3.1.6 Liability of Association. The Association may act in reliance upon any writing or instrument or signature, whether original, electronic or facsimile, which the Association, in good faith, believes to be genuine, may assume the validity and accuracy of any statement or assertion contained in such a writing or instrument and may assume that any person purporting to give any writing, notice, advice or instruction in connection with the provisions hereof has been duly authorized to do so. So long as the Association acts in good faith, the Association shall have no liability or obligation with respect to the exercise of Voting Interests, and no election shall be invalidated (in the absence of fraud) on the basis that the Association permitted or denied any person the right to exercise a Voting Interest. In addition, the Board may impose additional requirements respecting the exercise of Voting Interests (e.g., the execution of a Voting Certificate).

3.2 Annual Meetings. The annual meeting of the Members (the "Annual Member Meeting") shall be held at least once each calendar year on a date, at a time, and at a

place to be determined by the Board. Notice, as provided elsewhere in these bylaws, shall be given to all members not less than fourteen (14) days prior to the annual meeting stating the date, hour and place of the meeting and the items of business to be considered at the meeting. The annual meeting is where candidates for the Board of Directors will be introduced; however, the election will be held following the annual meeting on a date, time and place as set forth in the notice of the Annual Members Meeting. The items to be considered at the Annual Members Meeting shall include, but are not limited to, the following matters:

3.2.1. Nominations from the floor for election to the Board of Directors, including any member who may wish to nominate herself or himself.

3.2.2. Introduction of candidates for Board of Directors.

3.2.3. The amount of the proposed assessment.

3.2.4. The previously proposed budget which shall be presented and voted upon for approval.

3.2.5. Announcement of the date of the election vote.

3.3 Special Meetings of the Members. Special Meetings of the Members (a "Special Members Meeting") may be called by the President, a majority of the Board, or upon written request of fifteen percent (15%) of the total Voting Interests of the Members. The request for a Special Meeting shall state the purpose of the meeting. The business to be conducted at a Special Members Meeting shall be limited to the subjects stated in the request and notice and to the extent required by Florida Statutes.

3.4 Notice of Members Meetings. Written notice of each Members meeting shall be given by, or at the direction of, any officer of the Board or any management company retained by the Association. A copy of the notice shall be mailed to each Member entitled to vote, postage prepaid, not less than fourteen (14) days before the meeting (provided, however, in the case of an emergency, two (2) days notice will be deemed sufficient). The notice shall be addressed to the member's address last appearing on the books of the Association. The notice shall specify the place, day, and hour of the meeting and, in the case of Special Members Meeting, the purpose of the meeting. Alternatively, whenever, under the provisions of the Statutes or Articles of Incorporation or these By-Laws, notice is required to be given to the membership, it shall be given in writing by means of the Newsletter of the Association or other written notification to all members as their names appear on the books of the Association. Only one notice per lot is necessary to cover all members listed for that lot. When notices are mailed there shall be a five (5) day allowance for mailing. To the extent not prohibited by the Florida Statutes, the Board may adopt from time to time, other procedures for giving notice to the Members of the Annual Members Meeting or a Special Members Meeting.

3.5 Quorum of Members. A quorum shall be established by the presence, in person or by electronic vote, of the Members entitled to cast thirty percent (30%) of the Voting Interests, except as otherwise provided in statutes, the Declaration, the Articles, or these Bylaws. Notwithstanding any provision herein to the contrary, in the event that technology permits Members to participate in Members Meetings and vote on matters electronically, then the Board shall have authority, without the joinder of any other party, to revise this provision to establish appropriate quorum requirements. When a quorum is present at any meeting, the vote of the majority of the members present in person or by electronic vote cast in accordance with Florida Statutes Chapter 720, as same may be amended from time to time, shall decide any question brought before the meeting. Electronic voting is permitted and electronic votes cast shall count towards a quorum, as well as, absentee ballots.

3.6 Adjournment of Members Meetings. If, however, a quorum shall not be present at any Members meeting, the meeting may be adjourned as provided in the Florida Statutes. In the absence of a provision in the Florida Statutes, the Members present shall have power to adjourn the meeting and reschedule it on another date.

3.7 Action of Members. Decisions that require a vote of the Members must be made by a concurrence of a majority of the Voting Interests present in person or by absentee ballot or casting an electronic vote, represented at a meeting at which a quorum has been obtained unless provided otherwise in the Declaration, the Articles, or these Bylaws.

3.8 Voting. At all meetings or for purposes of the election of Directors, following the Annual Members Meeting no later than the deadline set for receiving the vote, Members may vote their Voting Interests in person or by absentee ballot or electronic voting. There shall be no proxies permitted for purposes of any vote.

ARTICLE IV BOARD OF DIRECTORS

4. Board of Directors.

4.1 Number. The number of directors which shall constitute the Board of Directors shall be seven (7). Directors shall be elected by the general membership for a term of two (2) years at the applicable election. Four (4) Directors shall be elected on the even calendar years and three (3) Directors on the odd calendar years.

4.2 Term of Office. The election of directors shall be held following the Annual Members Meeting and introduction of the candidates at the Annual Members Meeting. Following the first Annual Members Meeting following the adoption of these Bylaws, there shall be four (4) seats open for election and the Members shall elect four (4) Directors for a term of two (2) years and the remaining three (3) Directors shall be serving out the remaining year of their term so that at the election in 2024, those three (3) seats

will be open for election. Following each Annual Members Meeting thereafter, the Members shall elect the appropriate number of Directors for a term or two (2) years. The Directors' respective term shall end upon the election of new Directors following the Annual Members Meeting or such earlier time as may occur through death, resignations, abandonment or removal.

4.3 Vacancy, Replacement and Removal. In the event of removal, death or resignation of a Director, a majority of the remaining Directors, at a meeting of the Board of Directors, shall choose a replacement who shall hold office for the remainder of the unexpired term. Directors may be removed with or without cause by the vote or agreement in writing of Members holding a majority of the Voting Interests. No Director shall continue to serve as a Director if, during his or her term, his or her membership in the Association is terminated for any reason whatever, if said Director places his or her property up for sale, or if said Director does not attend his or her required Board meetings as stated in Paragraph 6.1.4. Board meetings are defined as regularly scheduled meetings as well as any special meetings called by the President or a majority of the Board of Directors. Attendance requirements shall be limited to each twelve (12) month period of office and are not cumulative.

4.4 Compensation. No Director shall receive compensation for any service rendered as a Director to the Association; provided, however, any Director may be reimbursed for actual expenses incurred as a Director.

4.5 Action Taken Without a Meeting. Except to the extent prohibited by law, the Board shall have the right to take any action without a meeting by obtaining the written approval of the required number of Directors. Any action so approved shall have the same effect as though taken at a meeting of Directors.

4.6 Appointment and Election of Directors. The Members shall elect all Directors of the Association following the Annual Members Meeting of the Members on the date and time set forth as the deadline to cast a vote in the notice of the Annual Members Meeting.

4.7 Election. Election to the Board shall be by secret written ballot or electronic voting submitted no later than the deadline set forth in the Annual Members Meeting notice. The election shall take place on the date and time following the Annual Members Meeting as may be set forth in the notice of the Annual Members Meeting. The persons receiving the largest numbers of votes shall be elected. Cumulative voting is not permitted.

4.8 Nominations. A nominating committee of three (3) members, none of whom are Directors, shall be appointed by the Board of Directors by August 1 of each year. They shall make public a slate of proposed Directors at least fourteen (14) days before each annual election. There may also be further nominations from the floor at the Annual Members Meeting.

4.9 Elections. There shall be an election committee of five (5) members appointed by the Board of Directors to manage the annual election of the directors and any special vote of the membership, provided that the members of the election committee shall not be board members, candidates nor officers. Voting shall be by secret ballot or electronic voting in the manner and form prescribed by the Board of Directors. Results of the election or special vote shall be posted on the bulletin boards and published in the newsletter by the chairman of the election committee.

4.10 Liability Insurance. The insurance policy of the Association shall include coverage to protect the Board of Directors, individually and collectively, against any liability claims incurred while performing duties related to their services as directors of the Association. If a claim under this coverage results in a loss requiring an insurance deductible amount to be paid by an individual director or directors, then the amount of the deductible shall be the responsibility of the Association.

ARTICLE V MEETINGS OF DIRECTORS

5. Meetings of Directors.

5.1 Regular Meetings. Regular meetings of the Board shall be held on a schedule adopted by the Board from time to time. Meetings shall be held at such place and hour as may be fixed, from time to time, by resolution of the Board.

5.2 Special Meetings. Special meetings of the Board shall be held when called by the President, or by any two (2) Directors. Each Director shall be given not less than two (2) days notice except in the event of an emergency. Notice may be waived in writing. Attendance shall be a waiver of notice. Telephone conference meetings are permitted.

5.3 Emergencies. In the event of an emergency involving immediate danger of injury or death to any person or damage to property, if a meeting of the Board cannot be immediately convened to determine a course of action, the President or, in his absence, any other officer or director, shall be authorized to take such action on behalf of the Association as shall be reasonably required to appropriately respond to the emergency situation, including the expenditure of the Association funds in the minimum amount as may be reasonably required under the circumstances. The authority of officers to act in accordance herewith shall remain in effect until either the resolution of the emergency situation or a meeting of the Board is convened to act in response thereto, whichever occurs first.

5.4 Quorum. Four (4) Directors shall be necessary and sufficient at all meetings to constitute a quorum for transaction of business, as otherwise provided in the Bylaws. Every act or decision done or made at a meeting of the Board at which a quorum is present at a duly held meeting, or in writing in lieu thereof, shall be the action of the Board.

5.5 Open Meetings. Meetings of the Board shall be open to all Members except as provided for in the Florida Statutes.

5.6 Voting. Board Members shall cast votes in the manner provided in the Florida Statutes. In the absence of a statutory provision, the Board shall establish the manner in which votes shall be cast.

5.7 Notice of Board Meetings. Notices of meetings of the Board shall be posted in a conspicuous place on the Common Areas at least forty-eight (48) hours in advance, except in the event of an emergency. Notice of any meeting in which assessments against members are to be levied shall specifically contain a statement that assessments shall be considered and a statement of the nature and purpose of such assessments. Alternatively, notice may be given to Members in any other manner provided by Florida Statutes. By way of example, but not of limitation, notice may be given in any newsletter distributed to the Members. For the purposes of giving notice, the area for notices to be posted selected by the Board shall be deemed a conspicuous place. Notwithstanding anything to the contrary herein, notice of any meeting of the Board at which an Assessment will be levied must be provided to all Members at least fourteen (14) days before the meeting, which notice shall include a statement that Assessments will be considered at the meeting and the nature of the Assessments.

5.8 Order of Business.

- 5.8.1. Call to Order
- 5.8.2. Roll Call
- 5.8.3. Pledge of Allegiance and Moment of Silence
- 5.8.4. Resignations
- 5.8.5. Minutes
- 5.8.6. Treasurer's Report
- 5.8.7. Other Officers' Reports
- 5.8.8. Reports of Standing Committees
- 5.8.9. Correspondence
- 5.8.10. Unfinished Business
- 5.8.11. New Business
- 5.8.12. Adjournment

ARTICLE VI
POWERS AND DUTIES OF THE BOARD

6. Powers and Duties of the Board.

6.1 Powers. The Board shall, subject to the limitations and reservations set forth in the Declaration and Articles, have the powers reasonably necessary to manage, operate, maintain and discharge the duties of the Association, including, but not limited to, the power to cause the Association to do the following:

6.1.1 General. Exercise all powers, duties and authority vested in or delegated to the Association by law and in these Bylaws, the Articles, and the Declaration, including without limitation, adopt budgets, levy Assessments, or enter into contracts with Telecommunications Providers for Telecommunications Services.

6.1.2 Rules and Regulations. Adopt, publish, promulgate and enforce rules and regulations governing the use of LAKESIDE HILLS ESTATES, the Clubhouse and other recreational facilities by the Members, tenants and their guests and invitees, and to establish penalties and/or fines for the infraction thereof subject only to the requirements of the Florida Statutes, if any.

6.1.3 Enforcement. Suspend the right of use of the Common Areas (other than for vehicular and pedestrian ingress and egress and for utilities), the Clubhouse and other recreational facilities of a Member during any period in which such Member shall be in default in the payment of any Assessment or charge levied, or collected, by the Association.

6.1.4 Declare Vacancies. Declare the position of the Board to be vacant in the event a Director shall be absent from three (3) consecutive regular Board meetings.

6.1.5 Hire Employees. Employ, on behalf of the Association, managers, independent contractors, or such other employees as it deems necessary, to prescribe their duties and delegate to such manager, contractor, etc., any or all of the duties and functions of the Association and/or its officers.

6.1.6 Granting of Interest. Grant licenses, easements, permits, leases, or privileges to any individual or entity, which affect Common Areas and to alter, add to, relocate or improve the Common Areas as provided in the Declaration.

6.1.7 Financial Reports. Prepare all financial reports required by the Florida Statutes.

6.1.8 Utilities. Automatically add to the monthly assessment, such increase in rates as levied upon the Association by the City of Lakeland Department of Electric and Water Utilities, or any taxes, fees, assessments or other charges imposed by any governmental agency.

6.1.9 Fines. Levy and collect fines, suspend the voting rights of a member, and suspend the rights of a member or such member's guests and invitees, or both, to use any common areas and facilities, including without limitation, the clubhouse and swimming pool, in accordance with the procedures and requirements of Florida Statute Section 720.305 as same may be amended from time to time..

6.1.10 Annual Statement. The Board of Directors shall present a full and clear statement of the business and financial condition of the Association, including

a report of the operating expenses of the Association and the assessments paid, with each Association members receiving a copy by March 15th.

6.2 Vote. The Board shall exercise all powers so granted except where the Declaration, Articles or these Bylaws specifically require a vote of the Members.

6.3 Informative Meetings. The Board may call one (1) additional Informative Meeting of the general membership per year to acquaint the membership with the Actions and Accomplishments of the Board of Directors and the Association.

ARTICLE VII ASSOCIATION OBLIGATIONS

7. Obligations of Association. The Association, subject to the provisions of the Declaration, Articles, and these Bylaws, shall discharge such duties as necessary to operate the Association pursuant to the Declaration, including, but not limited to, the following:

7.1 Official Records. Maintain and make available all Official Records.

7.2 Supervision. Supervise all officers, agents and employees of the Association, and to see that their duties are properly performed.

7.3 Assessments and Fines. Fix and collect the amount of the Assessments and fines; take all necessary legal action, and pay, or cause to be paid, all obligations of the Association or where the Association has agreed to do so, of the Members.

7.4 Enforcement. Enforce the Provisions of the Declaration, the Articles, these Bylaws, and Rules and Regulations.

ARTICLE VIII OFFICERS AND THEIR DUTIES

8. Officers and Their Duties.

8.1 Officers. The officers of the Association shall be a President, a First Vice President, a Second Vice President, a Secretary, and a Treasurer. All officers shall be members of the Board of Directors and elected annually for one (1) year terms by the Board. The President is required to have served on the Board of Directors for a minimum of one (1) year, either currently or a prior time of service.

8.2 Election of Officers. Except as set forth below, the election of officers shall be made by the Board and shall take place at the first meeting of the Board following each Annual Members Meeting.

8.3 Term. The officers named in the Articles shall serve until replaced by the Board. The officers of the Association shall hold office until their successors are appointed or elected unless such officer shall sooner resign, be removed, or is otherwise disqualified to serve.

8.4 Special Appointment. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

8.5 Resignation and Removal. Any officer may be removed from office, with or without cause, by the Board. Any officer may resign at any time by giving written notice to the Board. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein. Acceptance of such resignation shall not be necessary to make it effective.

8.6 Vacancies. A vacancy in any office shall be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the replaced officer.

8.7 Multiple Offices. The office of President and Vice-President shall not be held by the same person. All other offices may be held by the same person.

8.8 Duties. The duties of the officers are as follows:

8.1.1 President.

A. The President shall preside at all meetings of the members and directors; he/she shall have general and active management of the business of the Association; he/she shall insure that all orders and resolutions of the Board of Directors are carried into effect; he/she shall execute bonds, mortgages and contracts approved by the Board of Directors, and requiring the seal and under the Seal of the Association; and the seal, when affixed, shall be attested by the Secretary.

B. He/she shall have general supervision and direction of all the other officers of the Association and shall see that their duties are performed properly.

C. He/she shall submit a report of the operations of the Association for the fiscal year to the Directors whenever called for by them and to the membership at the Annual Meeting and, from time to time, shall report to the Board of Directors all matters within his/her knowledge which are in the interest of the Association.

D. He/she shall be an ex-officio member of all the committees except the nominating committee and shall have the general powers and the duties of supervision and management usually vested in the office of president of a corporation.

E. The President shall appoint a member of the Board of Directors as a chairman of a continuing committee to study and propose changes to these By-Laws.

8.8.2 Vice President.

A. The First Vice President shall be vested with all the powers required to perform all the duties of the President in his or her absence and such other duties as may be prescribed by the Board of Directors. The First Vice President shall arrange one (1) orientation meeting in January for the Board of Directors for purposes, including, but not necessarily limited to, review of these Bylaws, policies, contracts and other on-going programs and procedures. The Second Vice President shall be in charge of and have general supervision and direction of the Advisory Council and its duties.

B. A Second Vice President may be appointed and vested with all the powers required to perform all the duties of the President in his or her absence and such other duties as may be prescribed by the Board of Directors in the event the First Vice President is unable to act for any reason.

8.8.3 Secretary.

A. The Secretary (or the Recording Secretary, subject to assignment or delegation by the Secretary or the Board of Directors) shall keep the recorded minutes of the meeting of the members and of the Board of Directors. Such minutes will record a roll call vote on all motions other than unanimous decisions.

B. The Secretary shall see that all notices are duly given in accordance with all provisions of these By-Laws or as required by law.

C. The Secretary shall be custodian of the corporate records and the Seal of the Association and shall see that the Seal of the Association is affixed to all documents, the execution of which on the behalf of the Association under its seal is duly authorized in accordance with the provisions of these By-Laws.

D. The Secretary shall keep the register of the post office addresses of each lot owner.

E. In general, the Secretary shall perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned by the President or the Board of Directors.

F. The Secretary shall be responsible for ensuring that the official records of the Association are properly stored and maintained in the office of the Association for the applicable time period(s) and in accordance with Florida law, which such storage may be accomplished by means of hard copies/originals or readily accessible electronic copies, or both.

8.8.4 Treasurer.

A. The Treasurer shall keep full, accurate accounts of receipts and disbursements, all books belonging to the Association and shall deposit all monies and other valuable effects in the name and to the credit of the Association in such depositories as may be designed by the Board of Directors.

B. The Treasurer shall disburse the funds of the Association as ordered by the Board of Directors, get proper vouchers for such disbursements, shall render to the President and Directors at the regular meeting of the Board of Directors or whenever they may require an account of all of his/her transactions as Treasurer and of the financial conditions of the Association.

C. In general, the Treasurer shall perform all duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him/her by the President or the Board of Directors.

ARTICLE IX COMMITTEES

9. Committees.

9.1 General. The Board may appoint such committees as deemed appropriate. The Board may fill any vacancies on all committees.

ARTICLE X OFFICIAL RECORDS

10. Records. The official records of the Association shall be available for inspection by any Member at the principal office or the Association. Copies may be purchased, by a Member, at a reasonable cost.

ARTICLE XI CORPORATE SEAL

11. Corporate Seal. The Association shall have an impression seal in circular form.

ARTICLE XII AMENDMENTS

12. Amendments.

12.1 General Restrictions on Amendments. If the prior written approval of any governmental entity or agency having jurisdiction is required by applicable law or governmental regulation for any amendment to these Bylaws, then the prior written consent

of such entity an agency must also be obtained. No amendment shall be effective until it is recorded in the Public Records.

12.2 Amendments. These Bylaws may be amended with the approval of fifty-one percent (51%) of the votes present (in person or by absentee ballot or by electronic vote) at a duly called meeting of the Members in which there is a quorum. Notwithstanding the foregoing, these Bylaws may be amended by sixty-six and two-thirds percent (66 2/3%) of the Board acting alone to change the number of directors on the Board. Such change shall not require the approval of the Members. Any change in the number of directors shall not take effect until the next Annual Members Meeting.

ARTICLE XIII CONFLICTS BETWEEN GOVERNING DOCUMENTS

13.1 Conflict. In the case of any conflict between the Articles and these Bylaws, the Articles shall control. In the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

13.2 Construction of Bylaws. If any provision, covenant or condition set forth in these Bylaws is void or becomes unenforceable by law, the remaining provisions of these Bylaws shall remain in full force and effect.

ARTICLE XIV FISCAL YEAR

14. Fiscal Year. The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year unless otherwise decided by a majority vote of the Board of Directors.

ARTICLE XV APPLICABLE LAWS

15. Applicable Statutes.

15.1 Florida Statutes. Whenever these Bylaws refer to the Florida Statutes, it shall be deemed to refer to the Florida Statutes as they exist on the date these Bylaws are recorded except to the extent provided otherwise as to any particular provision of the Florida Statutes. Florida Statutes applicable to this corporation shall be Chapters 720 and 617 of the Florida Statutes. Chapter 720 shall take precedence over Chapter 617 when there is a conflict between the two or where Chapter 720 more specifically addresses a matter.

15.2 Severability. Invalidation of any of the provisions of these Bylaws by judgment or court order shall in no way affect any other provision, and the remainder of these Bylaws shall remain in full force and effect.

ARTICLE XVI
TRANSFER OF MEMBERSHIP

16. Transfer of Membership/Verification of Age and Occupancy.

16.1 Maintenance of LAKESIDE HILLS ESTATES as Housing for Persons 55 Years of Age or Older.

16.1.1 LAKESIDE HILLS ESTATES is intended to be and shall be administered by the Association as "Housing for Older Persons" as that term is defined and contemplated by the Fair Housing Act (Title VIII of the Civil Rights Act of 1968, as amended, 42 U.S.C. §§3601-3619, the federal Housing for Older Persons Act of 1995 (Pub. L. 104-76, 09 Stat. 787), and federal regulations promulgated under the authority thereof by the United States Department of Housing and Urban Development ("HUD") at CFR part 100, subpart E; that is, LAKESIDE HILLS ESTATES is a community that is intended and operated for occupancy by at least one (1) person who is 55 years of age or older per dwelling unit.

16.1.2 It is the expressed policy of the Association that all provisions of the Declaration, as it may be amended from time to time, these Bylaws and any and all Rules, Regulations, policies and procedures adopted by the Board of Directors that demonstrate the intent of LAKESIDE HILLS ESTATES to be Housing for Older Persons shall be strictly enforced, including, without limitation, strict enforcement of any and all rules promulgated by HUD from time to time providing for the verification of occupancy and age of residents (including owners and all occupants of dwelling units) within the LAKESIDE HILLS ESTATES community. In furtherance of this policy, the Board of Directors shall have the authority to promulgate and publish from time to time such additional Rules, Regulations, policies and procedures as the Board may deem necessary in its sound business judgment.

16.2 Membership Committee. Annually, the Board of Directors shall appoint a Membership Committee consisting of as many members as the Board deems desirable but in no event not less than seven (7) and at least two of which shall be sitting directors. The Membership Committee shall execute all duties of the Association relative to the transfer of membership which necessarily includes the transfer of lots in LAKESIDE HILLS ESTATES. Such duties shall be as determined from time to time by the Board of Directors and shall include, among other duties, responsibility for obtaining and verifying required age and occupancy information of all prospective purchasers and occupants of lots and/or dwellings, as the case may be, in LAKESIDE HILLS ESTATES in accordance with these By-Laws and any published policies or procedures duly enacted by the Board of Directors pertaining to LAKESIDE HILLS ESTATES' declared status as Housing for Older Persons. The right to approve or disapprove actions of the Membership Committee shall vest in the Board of Directors and the Board of Directors shall have the right to substitute its judgment for that of the Membership Committee and replace such members at any time and with justifiable cause, it being the intention that such committee serves at the pleasure of the Board of Directors.

16.3 Conditions of Sale or Transfer. As each lot owner in LAKESIDE HILLS ESTATES shall be a member of the Association, the transfer of ownership of each lot shall be governed by provisions and conditions as set forth in the Amended Declaration and these By-Laws.

16.4 Required Disclosure Statement of Recreational and Other Facilities. Any seller of real property in LAKESIDE HILLS ESTATES must, before execution of the contract, provide the prospective purchaser a disclosure statement which contains a full description of any recreational or other facilities which are available for use by the property owners and a statement of any charges for use of those facilities. A signed copy of the disclosure statement shall be submitted to the Membership Committee, or a member thereof, on or before the scheduled interview of the prospective purchaser's application for membership in the Association. If the properly executed disclosure statement is not forthcoming at this time, approval of transfer of property and application for membership will be held in abeyance until the properly executed form is presented to the Directors, at which time the thirty (30) day period of consideration of the application, as stated in the applicable provisions of the Amended Declaration will begin. As a service to the membership, a copy of a suitable disclosure form may be obtained, on request and without cost, from any member of the Board of Directors. Supplying of this form does not infer, nor should it be construed that LAKESIDE HILLS ESTATES ASSOCIATION is a party to the sale or transfer of any property. Such action is the sole responsibility of the seller, as stated in the law. The request for the presentation of the disclosure statement to the Association is made in accordance with the applicable provisions of the Amended Declarations.

16.5 Required Verification of Age and Occupancy Data in Sale of Lots.

16.5.1 In order to maintain LAKESIDE HILLS ESTATES as a community of common interests for persons 55 years of age or older, to protect the value of the lots, dwelling units and amenities within this community, and pursuant to the applicable provisions of the Amended Declaration, every owner intending to sell his, her, their or its lot(s) to any prospective purchaser(s) shall submit or cause to be submitted to the Membership Committee all information for the verification of dwelling occupancy and age of prospective purchasers as the Board of Directors may require. Such age and occupancy information shall be in addition to and not in lieu of any other information or documents required in connection with the sale of a lot.

16.5.2 The age and occupancy information required hereunder shall be furnished and submitted to the Membership Committee only on forms supplied and approved by the Association. As a service to the membership, forms may be obtained, on request and without cost, from any member of the Board of Directors or the Membership Committee. It shall be the sole and ultimate responsibility of the owner to procure the proper form and to submit the fully completed and signed form to the Membership Committee. Any form which is incomplete in any way at the time of its submission will automatically be rejected by the Membership Committee. The fact that the Association has supplied any form shall not infer, nor should it be construed that the Association is a party to the sale of any property.

16.5.3 No purchase of a lot will be approved by the Association unless all required age and occupancy information has been submitted by the owner to the Membership Committee for verification and the prospective purchaser(s) satisfy(ies) both the age and occupancy criteria for Housing for Older Persons. In any proposed sale in which the Membership Committee shall determine that the prospective purchaser(s) do or does not meet the age and occupancy criteria for Housing for Older Persons such sale shall be disapproved by the Membership Committee, and the owner shall be notified, in writing, of such disapproval.

16.5.4 Persons who are the owner's immediate family (i.e., father, mother, sister, brother, child, stepchild or grandchild and their respective spouse) may occupy a dwelling, while the owner is temporarily absent, as a guest of the owner. Such occupancy shall at all times be subject to the age and occupancy restrictions, covenants, conditions and provisions of the Amended Declaration and these By-Laws. Further, if any such occupancy shall be by an immediate family member who is between the ages of twenty-one (21) and fifty-five (55) years, the owner must obtain the prior written approval of the Board of Directors if such occupancy shall be thirty (30) days or more in any twelve (12) month period. Such approval or denial thereof shall be in the sole and absolute discretion of the Board of Directors.

16.6 Leases and Rentals Prohibited. No owner shall be permitted to lease or to rent his, her, their or its dwelling(s) on any lot(s) in LAKESIDE HILLS ESTATES for any fixed or indefinite period of time to any person or persons. For the purposes of this section, prohibited leases and rentals shall include, without limitation, the creation of any form of interest in a lot or dwelling thereon where the owner of record has not conveyed, of record, either fee simple to the lot and title to the dwelling (if the dwelling is separately titled as personal property) or a life estate in the lot to the person or persons who shall reside thereon. Prohibited tenancies include, without limitation tenancies for any fixed period, for any period to period (for example, year to year, month to month, week to week, day to day), tenancies at will or for no defined period, and tenancies at sufferance, whether or not the tenant is required to or excused from paying rent to the owner or to furnish any form of consideration to the owner. Prohibited leases and rentals also include, without limitation, leases or rentals that provide or offer the lessee or tenant an option to purchase the lot and/or the dwelling.

16.7 Intent to Share. Any person wishing to apply for an Intent to Share as contemplated and set forth in Section 15 Occupancy Restrictions of the Third Amended Declaration shall satisfy the conditions and requirements as set forth in that section. Any person being approved for an Intent to Share shall not be a member of the Association and shall not be entitled to any membership benefits.

16.8 Domestic Partnership. Any person applying for a domestic partnership (i.e., a legal personal relationship between two (2) individuals who live together and share a common domestic life but are neither joined by marriage nor a civil union), must be over twenty-one (21) years of age, must meet with the Membership Committee, must execute a domestic partnership agreement in the form as approved by the Association (by and through the Board of Directors), and must be approved by the Board of Directors. Any

individuals approved as a domestic partnership shall be members of the Association (even if only one (1) of the individuals comprising a domestic partnership is the owner of a lot in LAKESIDE HILLS ESTATES) and shall enjoy all of the privileges of said membership.

ARTICLE XVII
FISCAL MANAGEMENT

17. Fiscal Management.

17.1 Fiscal Management of the Association. Fiscal management of the Association shall be governed by the following provisions:

17.1.1 A fiscal year shall be determined by the Board of Directors.

17.1.2 All checks (or notes) of the Association shall be signed, after they are fully prepared, by any two (2) of the following: President, Vice President, Secretary or Treasurer.

17.1.3 The funds and expenditures of the Association shall be recorded in the books and records of the Association in accordance with standard and accepted accounting procedures, all changes from existing methods to be subject to the approval of the Board of Directors.

17.1.4 The Board of Directors shall adopt a budget for each fiscal year which shall include the estimated funds required to defray the common expense and to provide and maintain funds for the foregoing accounts and reserves according to good accounting practices, provided that:

17.1.4.1 Such budget is approved at the annual meeting by a concurrence of a majority of the total votes cast by members present and by absentee ballots or electronic votes, when a quorum is present, as set forth herein.

17.1.4.2 Copies of the proposed budget shall be furnished to each member on or before ten (10) days prior to the date for voting on the annual budget. If the budget is subsequently amended, a copy of the amended budget shall be furnished to each members.

17.1.4.3 In the event that the proposed budget is not approved, the Board of Directors is authorized to continue the assessment for the immediately preceding year adjusted by the amount required to meet utility charges, contractual commitments and any taxes, fees, assessment or other charges imposed by any governmental agency.

17.2 Assessments. Assessments against the member for such member's share of the items of the budget shall be made for the fiscal year, annually in advance within fourteen (14) days preceding the close of the prior fiscal year. Such assessments shall be due in monthly payments. In the event the annual assessment proves to be

insufficient and the cause is not covered by Section 6.1.9, the budget and assessments may be amended at any time by a concurrence of a majority of the total votes cast by members present in person and by absentee ballots or electronic votes, when a quorum is present, as set forth herein.

17.3 Acceleration of Assessment Installments upon Default. If a member shall be in default of payment of any installment of an assessment for a period in excess of ten (10) days, there will be a late charge in an amount as may be established by the Board of Directors from time to time up to the maximum allowed by law as same may be amended from time to time for each delinquent installment thereafter. If any installment should be thirty (30) days late, the Board of Directors may accelerate the remaining installments of the annual assessments upon written notice thereof to the member and thereupon, the unpaid balance of the assessment shall become due upon the date stated in such notice, but in no event less than ten (10) days after delivery of said notice to the member. Such delivery may be made by personal service or by mail. If by mail, five (5) days shall be added. 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, said late charge and reasonable attorneys' fees and costs incurred by the Association in connection with the collection of assessments and enforcing the lien.

17.4 Assessment for Special Expenditures. Assessments for common expenses for special expenditures which cannot be paid from the annual assessments for expenses or the Reserve which will benefit members of the Association shall be made only after notice of the need thereof is given and a majority of the members entitled to vote approve such special expenditures.

17.5 Audits. An audit of each of the accounts of the Association shall be made not less than once a year by a committee appointed by the Board of Directors and presented to the Board on or before the first meeting in March each year.

ARTICLE XVIII FINES AND SUSPENSIONS

18. Fines and Suspensions.

18.1 In addition to the means of enforcement provided elsewhere in these By-Laws and the Amended Declaration, the Association shall have the right to levy and collect fines against any member, guest, invitee or occupant in the event of a violation or failure to comply with any provision of these By-Laws, the Amended Declaration or any rules and regulations of the Association. Further, the Association may suspend, for a reasonable period of time, the right of a member and any member's guest, invitee or occupant to use common areas and facilities in the event of a violation or failure to comply by such member or such member's guest, invitee or occupant with any provision of these By-Laws, the Amended Declaration or any rules and regulations of the Association. A Fine or suspension may not be imposed without at least fourteen (14) days' written notice to the person sought to be fined or suspended and an opportunity for a hearing before a committee of at least three (3) members appointed by the Board who are not officers,

directors, or employees of the Association, or the spouse, parent, child, brother, or sister of an officer, director or employee. If the committee, by majority vote, does not approve a proposed fine or suspension, it may not be imposed. If the Association imposes a fine or suspension, the Association must provide written notice of such fine or suspension by mail or hand delivery to the owner, and if applicable, to any guest, invitee or occupant. The amount of such fine shall not exceed One Thousand Dollars (\$1,000.00) per violation or the maximum permissible by law. A fine may be levied for each day of a continuing violation, with a single notice and opportunity for hearing, and there shall be no cap on aggregate fines. A fine of less than One Thousand and No/100 Dollars (\$1,000.00) shall not become a lien against a parcel. In any action to recover a fine, the prevailing party is entitled to collect its reasonable attorney's fees and costs from the non-prevailing party as determined by the court. The payment of a fine shall be the ultimate responsibility of the owner, even when the violations for which fines have been levied arise out of conduct of family members, guests, invitees or occupants. A fine shall be treated as a special charge due to the Association within ten (10) days after written notice from the Association to the owner of the imposition of the fine. If not paid by the due date the fine shall accrue interest at the highest rate allowed by law, and may itself be the subject of a late payment fee.

18.2 If a member is more than ninety (90) days delinquent in paying a monetary obligation due to the Association, the Association may suspend the rights of the member and the member's guest, invitee or occupant, to use common areas and facilities until the monetary obligation is paid in full. All suspensions imposed pursuant to this Section 18.2 must be approved at a properly noticed Board meeting. Upon approval, the Association must notify the parcel owner and, if applicable, the parcel's guest, invitee or occupant by mail or hand delivery. The notice and hearing requirements under Section 18.1 above do not apply to a suspension imposed under this Section 18.2.

18.3 The Association may suspend the voting rights of a member for the non-payment of any monetary obligation due to the Association that is more than ninety (90) days delinquent. All suspensions imposed pursuant to this Section 18.3. must be approved at a properly noticed Board meeting. Upon approval, the Association must notify the parcel owner and, if applicable, the parcel's guest, invitee or occupant by mail or hand delivery. The notice and hearing requirements under Section 18.1. above do not apply to a suspension imposed under this Section 18.3. The suspension ends upon full payment of obligations currently due or overdue to the Association.

18.4 Any suspension of common area rights as set forth above shall not apply to that portion of common areas used to provide access or utility services to the parcel, and shall not impair the right of an owner of a parcel to have vehicular and pedestrian ingress to and egress from the parcel, including, but not limited to, the right to park.

18.5 The levy and collection of fines, the suspension of use rights, and the suspension of voting rights shall not be construed to be exclusive remedies and shall exist in addition to all other rights and remedies to which the Association may be otherwise legally entitled.

ARTICLE XIX
MISCELLANEOUS

19. **Miscellaneous.**

All of the Lots and property comprising LAKESIDE HILLS ESTATES and the owners thereof are and shall be subject to these By-Laws, and these By-Laws shall govern the operation of the Association, and certain provisions of these By-Laws, including, but not necessarily limited to, the provision and requirement that any person owning a lot in LAKESIDE HILLS ESTATES is and shall be a member of the Association, and the provision and requirement that all members pay to the Association assessments and charges as set forth above in these By-Laws, and the use and occupancy covenants and restrictions set forth in these By-Laws, are and shall be covenants running with the lots and property comprising LAKESIDE HILLS ESTATES and such lots and property are and shall be owned, used, sold, conveyed and occupied subject to such covenants, which shall be binding on all parties having any right, title or interest in the lots and property comprising LAKESIDE HILLS ESTATES or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof.

(END OF AMENDED AND RESTATED BYLAWS)