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| Lakeside community owners association inc. |
| Association Documents |
| These documents have been converted from the Official Records using OCR (Optical Character Recognition) Software. There is no guarantee that they are accurate or complete. Some exhibits, signatures etc. have been purposefully removed. Refer to the Official Records for the definitive version. |
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| **Prepared by Robert Alderson, Board Secretary** |
| **2/9/2013** |

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| The Association Documents consist of 1) Master Declaration of Covenants, Conditions and Restrictions for Lakeside, 2) Articles of Incorporation of Lakeside Community Owners Association Inc., 3) Bylaws of Lakeside Community Owners Association Inc. |

Contents

[MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR LAKESIDE 7](#_Toc348187461)

[ARTICLE I -RECITALS AND DEFINITIONS 8](#_Toc348187462)

[Section 1. Recitals. 8](#_Toc348187463)

[Section 2. Definitions. 8](#_Toc348187464)

[ARTICLE II - PURPOSE 13](#_Toc348187465)

[Section 3. Subdivision Entrances. 13](#_Toc348187466)

[Section 4. Easement for Maintenance. 13](#_Toc348187467)

[Section 5. Reciprocal Easements. 14](#_Toc348187468)

[Section 6. Retention Ponds. 14](#_Toc348187469)

[Section 7. Irrigation. 14](#_Toc348187470)

[Section 8. Operation of Common Areas. 14](#_Toc348187471)

[Section 9. Rules and Regulations 17](#_Toc348187472)

[Section 10. Public Facilities. 18](#_Toc348187473)

[Section 11. Default by Another Owner. 18](#_Toc348187474)

[Section 12. Special Taxing Districts. 18](#_Toc348187475)

[Section 13. Association's Obligation to Indemnify. 18](#_Toc348187476)

[Section 14. Site Plans and Plats. 19](#_Toc348187477)

[ARTICLE III - PROPERTY RIGHTS 19](#_Toc348187478)

[Section 1. Owners' Easements of Enjoyment. 19](#_Toc348187479)

[Section 2. Delegation of Use. 20](#_Toc348187480)

[Section 3. Prohibition of Certain Activities. 20](#_Toc348187481)

[Section 4. Signs Prohibited. 21](#_Toc348187482)

[Section 5. Animals. 21](#_Toc348187483)

[Section 6. Rules and Regulations. 21](#_Toc348187484)

[Section 7. Title to Common Area. 21](#_Toc348187485)

[Section 8. Ingress and Egress. 21](#_Toc348187486)

[Section 9. Development Easement. 21](#_Toc348187487)

[Section 10. Public Easements. 22](#_Toc348187488)

[Section 11. Easement for Encroachments. 22](#_Toc348187489)

[Section 12. Permits. Licenses and Easements. 22](#_Toc348187490)

[Section 13. Support Easement and 'Maintenance Easement. 22](#_Toc348187491)

[Section 14. Easement for Unintentional and Non-Negligent Encroachments. 23](#_Toc348187492)

[Section 15. Drainage. 23](#_Toc348187493)

[ARTICLE IV - MEMBERSHIP AND VOTING RIGHTS 23](#_Toc348187494)

[Section 1. Voting Rights. 23](#_Toc348187495)

[Section 2. Term. 24](#_Toc348187496)

[Section 3. Transfer. 24](#_Toc348187497)

[Section 4. Ownership by Entity. 24](#_Toc348187498)

[Section 5. Voting Interests. 25](#_Toc348187499)

[Section 6. Membership Classifications. 25](#_Toc348187500)

[ARTICLE V - RIGHTS AND OBLIGATIONS OF THE ASSOCIATION 26](#_Toc348187501)

[Section 1. Responsibilities. 26](#_Toc348187502)

[Section 2. Manager. 26](#_Toc348187503)

[Section 3. Personal Property and Real Property for Common Use. 27](#_Toc348187504)

[Section 4. Requirement to Maintain Insurance. 27](#_Toc348187505)

[Section 5. Implied Rights. 27](#_Toc348187506)

[Section 6. Maintenance by Association. 27](#_Toc348187507)

[Section 7. Fidelity Bonds. 30](#_Toc348187508)

[Section 8. Association as Agent. 31](#_Toc348187509)

[Section 9. Casualty to Common Areas. 31](#_Toc348187510)

[Section 10. Nature of Reconstruction. 31](#_Toc348187511)

[Section 11. Additional Insured. 31](#_Toc348187512)

[Section 12. Cost of Payment of Premiums 32](#_Toc348187513)

[ARTICLE VI - COVENANT FOR MAINTENANCE ASSESSMENTS 32](#_Toc348187514)

[Section 1. Creation of the Lien and Personal Obligation for Assessments. 32](#_Toc348187515)

[Section 2. Types of Assessments. 32](#_Toc348187516)

[Section 3. Purpose of Assessments. 32](#_Toc348187517)

[Section 4. Designation. 33](#_Toc348187518)

[Section 5. Maximum Annual Assessment. 34](#_Toc348187519)

[Section 6. Special Assessments for Capital Improvements. 34](#_Toc348187520)

[Section 7. Notice of Meeting and Quorum for Any Action Authorized Under Sections 5 and 6. 34](#_Toc348187521)

[Section 8. Assessment Rate 34](#_Toc348187522)

[Section 9. Declarants Assessment 35](#_Toc348187523)

[Section 10. Allocation of Operating Costs. 35](#_Toc348187524)

[Section 11. Use Fees and Individual Assessment. 36](#_Toc348187525)

[Section 12. Shortfalls and Surpluses. 36](#_Toc348187526)

[Section 13. Budgets. 36](#_Toc348187527)

[Section 14. Establishment of Assessments. 36](#_Toc348187528)

[Section 15. Exemption. 37](#_Toc348187529)

[Section 16. Commencement of First Assessment. 37](#_Toc348187530)

[Section 17. Creation of the Lien and Personal Obligation. 38](#_Toc348187531)

[Section 18. Acceleration. 38](#_Toc348187532)

[Section 19. Non-Payment of Assessments. 38](#_Toc348187533)

[Section 20. Foreclosure. 38](#_Toc348187534)

[Section 21. Homestead. 39](#_Toc348187535)

[Section 22. Subordination of the Lien to Mortgages. 39](#_Toc348187536)

[Section 23. Special Assessment for Maintenance Obliqations of Owners. 39](#_Toc348187537)

[Section 24. Rights to Pay Assessments and Receive Reimbursement. 40](#_Toc348187538)

[Section 25. Payment of Home Real Estate Taxes. 40](#_Toc348187539)

[Section 26. Working Capital Fund. 40](#_Toc348187540)

[Section 27. Resale Capital Contribution. 40](#_Toc348187541)

[Section 28. Assessment Estoppel Certificates. 40](#_Toc348187542)

[Section 29. Mortgagee Right. 41](#_Toc348187543)

[ARTICLE VII - GENERAL PLAN 41](#_Toc348187544)

[Section 1. Additions to Properties. 41](#_Toc348187545)

[Section 2. Annexation and Withdrawal. 41](#_Toc348187546)

[Section 3. General Plan of Development. 42](#_Toc348187547)

[Section 4. Plan of Development. 42](#_Toc348187548)

[Section 5. Procedure for Making Additions to the Properties. 42](#_Toc348187549)

[Section 6. General Provisions Regarding Additions to the Properties. 43](#_Toc348187550)

[Section 7. Voting Rights of the Declarant as to Additions to the Properties. 44](#_Toc348187551)

[Section 8. Assessment Obligation of the Declarant as to Additions to the Properties. 44](#_Toc348187552)

[Section 9. Voting Rights of Owners,Other than the Declarant as to Additions to the Properties. 44](#_Toc348187553)

[Section 10. Assessment Obligation of Owners other than the Declarant as to Additions to the Properties. 44](#_Toc348187554)

[ARTICLE VIII - ARCHITECTURAL CONTROL 44](#_Toc348187555)

[Section 1 Architectural Control Committee. 44](#_Toc348187556)

[Section 2. Membership. 45](#_Toc348187557)

[Section 3. General Plan. 45](#_Toc348187558)

[Section 4. Master Plan. 45](#_Toc348187559)

[Section 5. Community Standards. 45](#_Toc348187560)

[Section 6. Quorum. 46](#_Toc348187561)

[Section 7. Power and Duties of the ACC. 46](#_Toc348187562)

[Section 8. Procedure. 46](#_Toc348187563)

[Section 9. Alterations. 47](#_Toc348187564)

[Section 10. Variances. 47](#_Toc348187565)

[Section 11. Permits. 47](#_Toc348187566)

[Section 12. Construction by Owners or Builders. 48](#_Toc348187567)

[Section 13. Inspection. 49](#_Toc348187568)

[Section 14. Violation. 49](#_Toc348187569)

[Section 15. Court Costs. 49](#_Toc348187570)

[Section 16. Certificate. 49](#_Toc348187571)

[Section 17. Certificate of Compliance. 49](#_Toc348187572)

[Section 18. Exemption. 50](#_Toc348187573)

[Section 19. Exculpation. 50](#_Toc348187574)

[ARTICLE IX - GENERAL PROVISIONS 50](#_Toc348187575)

[Section 1. Maintenance by Owners. 50](#_Toc348187576)

[Section 2. Lake and Canal Common Areas. 51](#_Toc348187577)

[Section 3. Use Restrictions. 52](#_Toc348187578)

[Section 4. Non-Monetary Defaults. 59](#_Toc348187579)

[Section 5. No Waiver. 60](#_Toc348187580)

[Section 6. Rights Cumulative. 60](#_Toc348187581)

[Section 7. Enforcement By or Against Other Persons. 60](#_Toc348187582)

[Section 8. Fines. 60](#_Toc348187583)

[Section 9. Additional Rights of Declarant. 61](#_Toc348187584)

[Section 10. Non-Liability 63](#_Toc348187585)

[Section 11. Resolution of Disputes. 64](#_Toc348187586)

[Section 15. Refund of Taxes and Other Charges. 65](#_Toc348187587)

[Section 16. Assignment of Powers. 65](#_Toc348187588)

[Section 17. Information to Lenders and Owners. 65](#_Toc348187589)

[Section 18. Homes. 65](#_Toc348187590)

[Section 19. Deed Restrictions. 67](#_Toc348187591)

[Section 20. Enforcement. 67](#_Toc348187592)

[Section 21. Severability. 68](#_Toc348187593)

[Section 22. Amendment. 68](#_Toc348187594)

[Section 23. Exception. 69](#_Toc348187595)

[Section 24. VA/FHA Approval. 69](#_Toc348187596)

[Section 25. HUDNA Provisions. 69](#_Toc348187597)

[Section 26. FNMA Requirements. 70](#_Toc348187598)

[Section 27. Dissolution. 70](#_Toc348187599)

[Section 28. Document Recordation by Owners Prohibited. 71](#_Toc348187600)

[Section 29. Conflicts. 71](#_Toc348187601)

[Section 30. Authority of Board. 71](#_Toc348187602)

[Section 31. Execution of Documents. 71](#_Toc348187603)

[Section 32. Affirmative Obligation of Association. 72](#_Toc348187604)

[Section 33. Notices. 72](#_Toc348187605)

[Section 34. Florida Statutes. 72](#_Toc348187606)

[Section 35. Construction Activities. 72](#_Toc348187607)

[Section 36. Paramount Right of Declarant. 73](#_Toc348187608)

[ARTICLES OF INCORPORATION OF LAKESIDE COMMUNITY OWNERS ASSOCIATION, INC. 74](#_Toc348187609)

[ARTICLE I - NAME 74](#_Toc348187610)

[ARTICLE II- PRINCIPAL OFFICE 74](#_Toc348187611)

[ARTICLE III - REGISTERED OFFICE AND AGENT 74](#_Toc348187612)

[ARTICLE IV — DEFINITIONS 74](#_Toc348187613)

[ARTICLE V - PURPOSE AND POWERS OF THE ASSOCIATION 74](#_Toc348187614)

[ARTICLE VI MEMBERSHIP 75](#_Toc348187615)

[ARTICLE VII —VOTING RIGHTS 76](#_Toc348187616)

[ARTICLE VIII - BOARD OF DIRECTORS 76](#_Toc348187617)

[ARTICLE IX - OFFICERS 76](#_Toc348187618)

[ARTICLE X - SUBSCRIBER 77](#_Toc348187619)

[ARTICLE XI - DISSOLUTION 77](#_Toc348187620)

[ARTICLE XII - BYLAWS 77](#_Toc348187621)

[ARTICLE XIII - AMENDMENT OF ARTICLES 77](#_Toc348187622)

[ARTICLE XIV - INDEMNIFICATION 78](#_Toc348187623)

[ARTICLE XV - DURATION 78](#_Toc348187624)

[ARTICLE XVI - FHA/ VA APPROVAL 78](#_Toc348187625)

[ARTICLE XVII- INTERPRETATION 78](#_Toc348187626)

[BYLAWS OF LAKESIDE COMMUNITY OWNERS ASSOCIATION INC. 80](#_Toc348187627)

[ARTICLE I - NAME AND LOCATION 80](#_Toc348187628)

[ARTICLE II- DEFINITIONS 80](#_Toc348187629)

[ARTICLE III MEETINGS OF MEMBERS 81](#_Toc348187630)

[ARTICLE IV - BOARD OF DIRECTORS 82](#_Toc348187631)

[ARTICLE V - NOMINATION AND ELECTION OF DIRECTORS 83](#_Toc348187632)

[ARTICLE VI- MEETINGS OF DIRECTORS 83](#_Toc348187633)

[ARTICLE VII - POWERS AND DUTIES OF THE BOARD OF DIRECTORS 84](#_Toc348187634)

[ARTICLE VIII - OFFICERS AND THEIR DUTIES 85](#_Toc348187635)

[ARTICLE IX - COMMITTEES 86](#_Toc348187636)

[ARTICLE X - BOOKS AND RECORDS 87](#_Toc348187637)

[ARTICLE XI - ASSESSMENTS 87](#_Toc348187638)

[ARTICLE XII - CORPORATE SEAL 87](#_Toc348187639)

[ARTICLE XIII AMENDMENT 87](#_Toc348187640)

[ARTICLE XIV - CONFLICTS 88](#_Toc348187641)

[ARTICLE XV — MISCELLANEOUS 88](#_Toc348187642)

# MASTER DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR LAKESIDE

THIS DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR LAKESIDE (hereinafter "Declaration") is made by Lennar Homes, Inc., a Florida corporation (hereinafter "Lennar”) and Windward Homes, Inc. a Florida corporation (hereinafter 'Windward") (collectively referred to as "Declarant") and joined in by Lakeside Community Owners Association, Inc., a Florida not-for-profit corporation.

WITNESSETH:

WHEREAS, Declarant is the owner of certain real property in Hillsborough County, Florida, and more particularly described on Exhibit "A" attached hereto and incorporated herein by reference; and

WHEREAS, Declarant desires to create an exclusive residential community known as "LAKESIDE" on the land referenced on Exhibit "A"; and

WHEREAS, Declarant desires to provide for the preservation of the values and amenities in the community and for the maintenance of the common properties; and, to this end, the Declarant desires to subject the real property described in Exhibit "A" together with such additions as may be made to such real property in accordance with the provisions herein to the covenants, conditions, restrictions, easements, charges and liens, hereinafter set forth, each and all of which is and are for the benefit of such property and each owner of such property; and

WHEREAS, Declarant has deemed it desirable, for the efficient preservation of the values and amenities in the community, to create an agency to which should be delegated and assigned the powers of maintaining and administering the community properties and facilities, administering and enforcing the covenants and restrictions, and collecting and disbursing of the Assessments and charges hereinafter created; and

WHEREAS, Declarant desires to subject the property described on Exhibit "A" attached hereto, to the covenants, conditions and restrictions contained in this Declaration; and

WHEREAS, this Declaration is a covenant running with the land comprising of the Exhibit "A" property, and such additions thereto as may hereafter be brought within the jurisdiction of the Association and be made subject to this Declaration, and each present and future owner of interests therein and their heirs, successors and assigns are hereby subject to this Declaration;

WHEREAS, the Declarant has incorporated under the laws of the State of Florida, as a not-for-profit corporation, LAKESIDE COMMUNITY OWNERS ASSOCIATION, INC., for the purpose of exercising the functions stated above, which association is not intended to be a Condominium Association as such term is defined and described in the Florida Condominium Act (Chapter 718 of the Florida Statutes);

NOW, THEREFORE, the Declarant, hereby declares that the real property described and attached on Exhibit "A" shall be held, transferred, sold, conveyed and occupied subject to the following covenants, restrictions, easements, conditions, charges and liens hereinafter set forth which are for the purpose of protecting the value and desirability of, and which shall run with the real property and be binding on all parties having any right, title or interest therein or any part thereof, their respective heirs, personal representatives, successors and assigns, and shall inure to the benefit of each owner thereof.

## ARTICLE I -RECITALS AND DEFINITIONS

### Section 1. Recitals.

The foregoing Recitals are true and correct and are incorporated into and form a part of this Declaration.

### Section 2. Definitions.

In addition to the terms defined elsewhere in this Declaration, all initially capitalized terms herein shall have the following meanings:

2.1. "ACC" shall mean the Architectural Control Committee established pursuant to Article VIII, Section 1 hereof.

2.2. "Articles" shall mean the Articles of Incorporation of the LAKESIDE COMMUNITY OWNERS ASSOCIATION, INC., a Florida non-profit corporation, filed with the Secretary of State, State of Florida attached hereto as Exhibit "B" and made a part hereof, as amended from time to time.

2.3. "Assessments" shall mean any Assessments made in accordance with co this Declaration and as further defined in Article VI hereof.

2.4. "Association" shall mean and refer to LAKESIDE COMMUNITY OWNERS ASSOCIATION, INC., a Florida non-profit corporation, its successors and assigns.

2.5. "Association Documents" shall mean this Declaration, the Articles of the Association, the By-Laws of the Association, the Rules and Regulations, and the Community Standards.

2.6. "Board" shall mean the Board of Directors of the Association.

2.7. "Builder" shall mean any person or entity that purchases a Parcel from Declarant for the purpose of constructing one or more Homes.

2.8. "By-Laws" shall mean the By-Laws of the Association attached hereto as Exhibit "C" and made a part hereof, as amended from time to time.

2.9. "Cable Services" shall mean "basic service tier" as described in Section 623(b)(7)(A) of the Cable Television Consumer Protection Act of 1992, video programming services offered on a per-channel or per-program basis, video programming services offered in addition to basic service tier, any method of delivering video programming to Homes including, without limitation, interactive video programming, and any channel recognized in the industry as premium including, without limitation, HBO, Showtime, Disney, Cinemax and the Movie Channel. By way of example, and not of limitation, the term Cable Services may include cable television, satellite master antenna television, multipoint distribution systems, video dialtone, open video system or any combination thereof.

2.10. "Class A Member" shall mean each Lot Owner.

2.11. "Class B Member" shall mean the Declarant until the Turnover Date.

2.12. "Class C Member" shall mean a homebuilder who purchases improved or unimproved Lots or undeveloped Tracts from Declarant.

2.13. "Common Area(s)" shall mean all real property interests and personality within Lakeside now or hereafter owned by the Association for the common use and enjoyment of the Owners and designated as Common Areas from time to time by Plat or recorded amendment to this Declaration and provided for, Owned, leased by, or dedicated to, the common use and enjoyment of the Owners within Lakeside. The Common Area to be owned by the Association at the time of the conveyance of the first Lot shall be that described on Exhibit "E", attached hereto and incorporated herein by reference. The Common Areas may include, without limitation, Surface Water Management System, open space areas, internal buffers, entrance features, perimeter buffers, landscaping, improvements, playground equipment, lakes easement areas owned by others, public rights of way, additions, fountains, irrigation pumps, irrigation lines, parks, sidewalks, streets/roads, street lights, service roads, walls, commonly used utility facilities, project signage, parking areas, Other lighting, entranceways, entrance features, walls, a community Monitoring System, recreation facility which is contemplated to include a playground and picnic facilities.

NOTWITHSTANDING ANYTHING HEREIN CONTAINED TO THE CONTRARY, THE DEFINITION OF "COMMON AREAS" AS SET FORTH IN THIS DECLARATION IS FOR DESCRIPTIVE PURPOSES ONLY AND SHALL IN NO WAY ,BIND OR OBLIGATE DECLARANT TO CONSTRUCT OR SUPPLY ANY SUCH ITEM AS SET FORTH IN SUCH DESCRIPTION, THE CONSTRUCTION OR SUPPLYING OF ANY SUCH ITEM BEING IN DECLARANT'S SOLE DISCRETION. FURTHER, NO PARTY SHALL BE ENTITLED TO RELY UPON SUCH DESCRIPTION AS A REPRESENTATION OR WARRANTY AS TO THE EXTENT OF THE COMMON AREAS TO BE OWNED, LEASED BY OR DEDICATED TO THE ASSOCIATION, EXCEPT AFTER CONSTRUCTION AND DEDICATION OR CONVEYANCE OF ANY SUCH ITEM.

2.14. "Community Completion Date" shall mean the date upon which all Homes in Lakeside, as ultimately planned and as fully developed, have been conveyed by Declarant or a homebuilder to Owners.

2.15. "Community Standards" shall mean such standards of conduct, maintenance or other activity, if any, established by the ACC pursuant to Article VIII hereof.

2.16. "Contractors" shall have the meaning set forth in Article VIII, Section 12.2 hereof.

2.17. "Data Transmission Services" shall mean (i) Internet access services and (ii) enhanced services as defined in Section 64.702 of Title 47 of the Code of Federal Regulations, as amended from time to time, and without regard to whether the transmission facilities are used in interstate commerce.

2.18. "Declarant" shall mean Lennar and Windward, and any of their designees (including their affiliated or related entities which conduct land development, homebuilding and sales activities), successors and assigns who receive a written assignment of all or some of the rights of Declarant hereunder. In the event that either Lennar or Windward wishes to assign any or part of its rights hereunder, it may do so provided the written consent of the other party is obtained in advance, which consent shall not be unreasonably withheld. Such assignment need not be recorded in the Public Records in order to be effective. In the event of such a partial assignment, the assignee shall not be deemed the Declarant, but may exercise such rights of Declarant specifically assigned to it. Any such assignment may be made on a non-exclusive basis. Where the action or consent of the Declarant is required hereunder, or exercise of Declarant's rights is desired, such action, consent or exercise must be approved by both Lennar and Windward in order to be effective.

2.19. "Declaration" shall mean and refer to this Master Declaration of Covenants, Conditions and Restrictions for LAKESIDE and any amendments or modifications thereof hereafter made from time to time.

2.20 "FHA" shall mean and refer to the Federal Housing Administration.

2.21. "First Mortgagee" shall mean and refer to an Institutional Lender who holds a first mortgage on a Lot or Parcel and who has notified the Association of its holdings.

2.22. "Home" shall mean a residential home and appurtenances thereto constructed on a Lot within Lakeside. A Home shall include, without limitation, a condominium unit, coach home, villa, townhouse unit, single family home and zero lot line home. The term Home may not reflect the same division of property as reflected on a Plat. A Home shall be deemed created and have perpetual existence upon the issuance of a final Certificate of Occupancy for such residence.

2.23, "Individual Assessments" shall have the meaning set forth in Article VI Section 3.5 hereof.

2.24. "Installment Assessments" shall have the meaning set forth in Article VI, Section 3.1 hereof.

2.25. "Lakeside" shall have the meaning set forth in the Recitals hereof subject to additions and deletions thereto as permitted pursuant to the terms of this Declaration. Declarant may, when amending or modifying the description of real property which is subject to the operation of this Declaration, also amend or modify the definition of Lakeside.

2.26. "Lawn Maintenance Standards" shall have the meaning set forth in the Community Standards for Lakeside as amended from time to time.

2.27. "Lender" shall mean (i) the institutional and licensed holder of a first mortgage encumbering a Parcel or Home or (ii) Declarant and its affiliates, to the extent Declarant or its affiliates finances the purchase of a Home or Lot initially or by assignment of an existing mortgage.

2.28 "Lennar" shall mean Lennar Homes, Inc., a Florida corporation, its successors and/or assigns.

2.29. Tor shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties, with the exception of the Common Area.

2.30. "Master Plan" shall mean collectively any full or partial concept plan for the development of Lakeside, as it exists as of the date of recording this Declaration, regardless of whether such plan is currently on file with one or more governmental agencies. The Master Plan is subject to change as set forth herein. The Master Plan is not a representation by Declarant as to the development of Lakeside or its amenities, as Declarant reserves the right to amend all or part of the Master Plan from time to time.

2.31. "Multi-channel Video Programming" shall mean any method of delivering video programming to Homes including, without limitation, interactive video programming. By way of example, and not of limitation, the term Multichannel Video Programming Service may include cable television, satellite master antenna television, multipoint distribution systems, video dialtone, open video system or any combination thereof.

2.32. "Operating Costs" shall mean all costs and expenses of the Association and the Common Areas including, without limitation, all costs of ownership; operation; administration; all amounts payable by the Association; all amounts required to maintain all community lighting, including up-lighting and entrance lighting; all amounts required to maintain the Surface Water Management System; all amounts payable in connection with any private street lighting agreement between the Association and Tampa Electric Company ("TECO"); amounts payable to a Telecommunications Provider for Telecommunications Services furnished to all Owners; utilities; taxes; insurance; bonds; salaries; management fees; professional fees; service costs; supplies; maintenance; repairs; replacements; refurbishments; common area landscape maintenance; and any and all costs relating to the discharge of the obligations hereunder or as determined to be part of the Operating Costs by the Association. By way of example, and not of limitation, Operating Costs shall include all of the Association's legal expenses and costs relating to or arising from the enforcement and/or interpretation of this Declaration.

2.33. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot or Parcel which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

2.34. "Parcel" shall mean and refer to any part of the Properties other than the Common Area, Lots, dedicated streets and roads, and land owned by a governmental body or agency or public utility company, whether or not such Parcel is developed or undeveloped, and without regard to the use or proposed use of such Parcel. Any Parcel, or part thereof, however, for which a subdivision plat has been filed of record or for which a declaration of condominium has been filed of record shall, as to such portion, cease being a Parcel, or part thereof, and shall become Lots, as appropriate.

2.35. "Permit" shall mean the permit issued by SWFWMD, a copy of which is attached hereto as Exhibit "ID". The permit number for Phase 1 is 44002208-001 and the permit number for Phase 2 is 44002208.002.

2.36. "Plat" shall mean any plat of any portion of Lakeside filed in the Public co Records of Hillsborough County, Florida, as the same may be amended by Declarant, from time to time.

2.37. "Premium Channel" shall mean any channel recognized in the industry as premium including, without limitation, HBO, Showtime, Disney, Cinemax and the Movie Channel.

2.38. "Properties" shall mean and refer to that certain real property described on Exhibit "A", attached hereto, and such additions thereto as may hereafter be brought within the jurisdiction of the Association and made subject to this Declaration.

2.39. "Public Records" shall mean the Public Records of Hillsborough County, Florida.

2.40. "Reserves" shall have the meaning set forth in Article VI, Section 3.4 hereof.

2.41. "Rules and Regulations" shall mean the Rules and Regulations governing Lakeside as adopted by the Board of Directors of the Association from time to time.

2.42. "SWFVVMD" shall mean the Southwest Florida Water Management District.

2.43. "Special Assessments" shall mean those Assessments more particularly described as Special Assessments elsewhere in the Declaration.

2.44. "Surface Water Management System" shall mean the collection of devices, improvements, or natural systems whereby surface waters are controlled, impounded or obstructed. This term includes exfiltration trenches, Wetland Conservation Areas, mitigation areas, lakes, dams, impoundments, reservoirs, drainage maintenance easements and those works defined in Section 373.403(1)-(5) of the Florida Statutes, as amended from time to time. The Lakeside Surface Water Management System includes those works authorized by SWFWMD pursuant to the Permit.

2.45. "Telecommunications Provider" shall mean any party contracting with the Association or Declarant in order to provide Owners with one or more Telecommunications Services. With respect to any particular Telecommunications Services, there may be one or more Telecommunications Providers. By way of example, with respect to Multichannel Video Programming Service, one Telecommunications Provider may provide the Association such service while another may own, maintain and service the Telecommunications Systems which allow delivery of such Multichannel Video Programming Service.

2.46. "Telecommunications Services" shall mean delivered entertainment services; all services that are typically and in the future identified as telecommunication services; Telephony Services; Cable Services; and Data Transmission Services. Without limiting the foregoing,. such Telecommunications Services include the development, promotion, marketing,- - advertisement, provision, distribution, maintenance, transmission, and servicing of any of the foregoing services. The term Telecommunications Services is to be construed as broadly as possible.

2.47. "Telecommunications Systems" shall mean all facilities, items and methods required and/or used in order to provide Telecommunications Services to the owners of Lots or Parcels within Lakeside. Without limiting the foregoing, Telecommunications Systems may include wires (fiber optic or other material), conduits, passive and active electronic equipment, pipes, pedestals, wireless cell sites, computers, modems, satellite antennae sites, transmission facilities, amplifiers, junction boxes, trunk distribution, feeder cables, lock boxes, taps, drop cables, related apparatus, converters, connections, head-end antennae, earth stations, appurtenant devices, network facilities necessary and appropriate to support provision of local exchange services and/or any other item appropriate or necessary to support provision of Telecommunications Services. Ownership and/or control of all or a portion of any part of the Telecommunications Services may be bifurcated among network distribution architecture, system head-end equipment, and appurtenant devices (e.g., individual adjustable digital units).

2.48. "Telephony Services" shall mean local exchange services provided by a certified local exchange carrier or alternative local exchange company, intraLATA and interLATA voice telephony and data transmission.

2.49. "Title Documents" shall have the meaning set forth herein.

2.50. "Toll Calls" shall have meaning given to such term by the Florida Public Service Commission and/or the Federal Communications Commission.

2.51. "Transient Tenant" shall mean and refer to any person or entity to which a Home is rented or leased for a period of less than six (6) months.

2.52. "Turnover Date" shall have the meaning set forth in Article VI hereof.

2.53. "Use Fees" shall have the meaning set forth in Article VI, Section 3.3 hereof.

2.54. "Windward" shall mean Windward Homes, Inc., a Florida corporation, its successors and/or assigns.

2.55. 'Working Capital Fund" shall have the meaning set forth in Article VI, Section 26 hereof.

## ARTICLE II - PURPOSE

Section 1. Operation, Maintenance and Repair of Common Area. The Declarant, in order to insure that the Common Area and other land for which it is responsible hereunder will continue to be maintained in a manner that will contribute to the comfort and enjoyment of the Owners and provide for other matters of concern to them, has organized the Association. The purpose of the Association shall be: (a) to operate, maintain and repair the Common Area, and any improvements thereon; (b) to

maintain the decorative entranceways to the Properties and landscaped medians of publicly dedicated arterial and collector streets (other than internal subdivision streets) within the Properties; (c) to maintain and repair any irrigation facilities servicing land which the Association is obligated to maintain; (d) to pay for the cost of street lighting for Common Areas, publicly dedicated arterial and collector streets (other than internal subdivision streets) within the Properties, or other areas designated by the Board of Directors, until such time as a street lighting district is established with Hillsborough County and property tax bills containing the charges of this streetlight district are issued to Owners, and (e) take such other action as the Association is authorized to take with regard to the Properties pursuant to its Articles of Incorporation and By-Laws, or this Declaration.

Section 2. Expansion of Common Area. Additions to the Common Area may be made in accordance with the terms of Article VII which provides for additions to the Properties pursuant to the Master Plan of Development as more particularly described herein. The Declarant shall not be obligated, however, to make any such additions.

### Section 3. Subdivision Entrances.

The Declarant may provide for irrigation at the subdivision entrances in accordance with Section 7 of this Article.

### Section 4. Easement for Maintenance.

The Declarant hereby grants to the Association a non-exclusive perpetual easement as to all land adjacent to publicly dedicated arterial and collector streets within the Properties, or streets bounding the perimeter thereof, to the extent reasonably necessary to discharge its duties of maintenance as required under this Article II or as required elsewhere under this Declaration. Such right of entry shall be exercised in a peaceful and reasonable manner at reasonable times upon reasonable notice whenever the circumstances permit.

### Section 5. Reciprocal Easements.

There shall be reciprocal appurtenant easements between the lands adjacent to either side of a buffer wall for lateral and subjacent support, and for encroachments caused by the unwillful placement, settling and shifting of any such walls as may be constructed, or reconstructed.

### Section 6. Retention Ponds.

The banks of all retention ponds, if any, within the Common Area shall initially be seeded and mulched by the Declarant prior to the conveyance of such Common Area to the Association. Any reseeding required thereafter shall be the obligation of the Association.

### Section 7. Irrigation.

The Declarant may, but shall not be obligated to install irrigation and sprinkling equipment on Common Area, or within landscaped rights of way which the Association is obligated to maintain under this Declaration. The Association shall be obligated to maintain, operate, replace and repair such irrigation and sprinkling equipment at its own expense.

### Section 8. Operation of Common Areas.

8.1. Prior to Conveyance. Prior to the conveyance, identification and/or dedication of the Common Areas to the Association, any portion of the Common Areas owned by Declarant shall be operated, maintained, and administered at the sole cost of the Association for all purposes and uses reasonably intended, as Declarant in its sole discretion deems appropriate. During such period, Declarant shall own, operate, and administer the Common Areas without interference from any Owner or Lender of a Parcel or Lot or any other person or entity whatsoever. Owners shall have no right in or •to any Common Areas referred to in this Declaration unless and until same are actually constructed, completed, and conveyed to, leased by, dedicated to, and/or maintained by the Association. The current conceptual plans and/or representations, if any, regarding the composition of the Common Areas are not a guarantee of the final composition of the Common Areas. No party should rely upon any statement contained herein as a representation or warranty as to the extent of the Common Areas to be owned, leased by, or dedicated to the Association. Declarant, so long as it controls the Association, further specifically retains the right to add to, delete from, or modify any of the Common Areas referred to herein at its discretion without notice.

8.2. Construction of Common Areas Facilities. Declarant has constructed or will construct, at its sole cost and expense, certain facilities and improvements as part of the Common Areas, together with equipment and personality contained therein, and such other improvements and personality as Declarant determines in its sole discretion. Declarant shall be the sole judge of the composition of such facilities and improvements. Prior to the Community Completion Date, Declarant reserves the absolute right to construct additional Common Areas facilities and improvements within Lakeside, from time to time, in its sole discretion, and to remove, add or modify and change the boundaries, facilities and improvements now or then part of the Common Areas. Declarant is not obligated to, nor has it represented that it will, modify or add to the facilities, improvements, or Common Areas as they are contemplated as of the date hereof. Declarant is the sole judge of the foregoing, including the plans, specifications, design; location, completion schedule, materials, size, and contents of the facilities, improvements, appurtenances, personality (e.g., furniture), color, textures, finishes, or Common Areas, or changes or modifications to any of them.

8.3. Use of Common Areas by Declarant. Until the Community Completion Date Declarant shall have the right to use any portion of the Common Areas, without charge, for any purpose deemed appropriate by Declarant.

8.4. Conveyance of Common Areas. Within sixty (60) days after the Community Completion Date, or earlier as determined by Declarant in its sole discretion, all or portions of the Common Areas may be dedicated by Plats, created in the form of easements, or conveyed by written instrument recorded in the Public Records, or by Fee Simple Deed from Declarant to the Association. The dedication, creation by easement, or conveyance shall be subject to easements, restrictions, reservations, conditions, limitations, and declarations of record, real estate taxes for the year of conveyance, zoning, land use regulations and survey matters. The Association shall be deemed to have assumed and agreed to pay all continuing obligations and service and similar contracts relating to the ownership operation, maintenance, and administration of the conveyed portions of Common Areas and other obligations relating to the Common Areas imposed herein. The Association shall, and does hereby, indemnify and hold Declarant harmless on account thereof. The Association, by its joinder in this Declaration, hereby accepts such dedication(s) or conveyance(s) without setoff, condition, or qualification of any nature. The Common Areas, personal property and equipment thereon and appurtenances thereto shall be dedicated or conveyed in "as is, where is" condition WITHOUT ANY REPRESENTATION• OR WARRANTY, EXPRESSED OR IMPLIED, IN FACT OR BY LAW, AS TO THE CONDITION, FITNESS OR MERCHANTABILITY OF THE COMMON AREAS BEING CONVEYED.

8.5. Operation After Conveyance. After the conveyance or dedication of any portion of the Common Areas to the Association, the portion of the Common Areas so dedicated shall be owned, operated and administered by the Association for the use and benefit of the Owners of Lakeside. Subject to the Association's right to grant easements, and other interests as provided herein, the Association may not convey, abandon, alienate, encumber, or transfer all or a portion of the Common Areas to a third party without (i) if prior to the Community. Completion Date, the approval of (a) a majority of the Board; and (b) the consent of Declarant, or Op from and after the Community Completion Date, approval of (a) sixty-six and two-thirds percent (66 2/3%) of the Board; (b) seventy-five percent (75%) of all of the votes in Association; (iii) consent of FEMA, FHA, HUD or any other applicable government agency.

8.6. Delegation. Once conveyed or dedicated to the Association, the Common Areas and facilities and improvements located thereon shall, subject to the provisions of this Declaration and the document of conveyance or dedication, at all times be under the complete supervision, operation, control, and management of the Association. Notwithstanding the foregoing, the Association may delegate all or a portion of its obligations hereunder to a licensed manager or professional management company. The Association shall have the right to pay for management services on any basis approved by the Board (including bonuses or special fee arrangements for meeting financial or other goals). The Declarant, its affiliates and/or subsidiaries shall have the right to manage the Association until the Turnover. The Owners and the Association acknowledge that it is fair and reasonable to have the Declarant, its affiliates and/or subsidiaries manage the Association. Further, in the event that Common Area is created by easement, the Association's obligations and rights with respect to such Common Area may be limited by the terms of the document creating such easement.

8.7. Use.

8.7.1. Nonexclusive Use. The Common Areas shall be used and enjoyed by the Owners on a non-exclusive basis in common with other persons, entities and corporations (who may, but are not required to be, members of Association) entitled to use those portions of the Common Areas. Prior to the Community Completion Date, Declarant, and thereafter, Association, has the right, at any and all times, and from time to time, to further additionally provide and make the Common Areas available to other individuals, persons, firms, or corporations, as it deems appropriate. The granting of such rights shall not invalidate this Declaration, reduce or abate any Owner's obligations pursuant to this Declaration, or give any Owner the right to avoid any of the covenants, agreements or obligations to be performed hereunder.

8.7.2. Right to Allow Use Declarant and/or Association may enter into easement agreements or other use or possession agreements whereby the Owners, Telecommunications Providers, the Association and others may obtain the use, possession of, or other rights regarding certain property, on an exclusive or non-exclusive basis, for certain specified purposes. The Association may agree to maintain and pay the taxes, insurance, administration, upkeep, repair, and replacement of such property, the expenses of which shall be Operating Costs. Any such agreement by the Association prior to the Community Completion Date shall require the consent of the Declarant. Thereafter, any such agreement shall require the approval of the majority of the Board of Directors.

8.7.3. Waterbodies. BY ACCEPTANCE OF A DEED TO A PARCEL OR LOT, EACH OWNER ACKNOWLEDGES THAT THE WATER LEVELS OF ALL WATERBODIES MAY VARY. THERE IS NO GUARANTEE BY DECLARANT OR THE ASSOCIATION THAT WATER LEVELS WILL BE CONSTANT OR AESTHETICALLY PLEASING AT ANY PARTICULAR TIME. The Declarant and Association shall not be obligated to erect fences, gates, or walls around or adjacent to any water body or waterfall within Lakeside. Notwithstanding the foregoing, an Owner may erect a fence adjacent to the boundary of a water body but within the boundary of a Lot with the prior written approval of the ACC. No fence or other structure may be placed within any easement areas. Swimming will not be permitted in any body of water located within Lakeside. No docks or fishing piers may be erected within any body of water located within Lakeside.

8.7.4. Obstruction of Common Areas. No portion of the Common Areas may be obstructed, encumbered, or used by Owners for any purpose other than as permitted by the Association.

8.7.5. Assumption of Risk. Without limiting any other provision herein, each person within any portion of the Common Areas accepts and assumes all risk and responsibility for noise, liability, injury, or damage connected with use or occupation of any portion of such Common Areas, including, without limitation, (a) noise from maintenance equipment, (b) use of pesticides, herbicides and fertilizers, (c) view restrictions caused by maturation of trees and shrubbery, (d) reduction in privacy caused by the removal or pruning of shrubbery or trees within Lakeside, and (e) design of any portion of Lakeside. Each such person also expressly indemnifies and agrees to hold harmless the Declarant, Association, any homebuilders and all employees, directors, representatives, officers, agents, and partners of the foregoing, from any and all damages, whether direct or consequential, arising from or related to the person's use of the Common Areas, including attorneys' fees, paraprofessional fees and costs at trial and upon appeal. Without limiting the foregoing, all persons using the Common Areas, including without limitation, all waterbodies, lakes, or areas adjacent to a lake, do so at their own risk. By acceptance of a deed, each owner acknowledges that the common areas may contain wildlife such as alligators, raccoons, snakes, ducks, deer, swine, turkeys, and foxes. Declarant, the Association and any homebuilder shall have no responsibility for monitoring such wildlife or notifying Owners or other persons of the presence of such wildlife. Each Owner, his invitees, guests and tenants are responsible for their own safety.

8.7.6. Owner's Obligation to Indemnify. Each Owner agrees to indemnify and hold harmless Declarant and the Association, their officers, partners, agents, employees, affiliates, directors and attorneys (hereinafter collectively referred to as "Indemnified Parties") against any and all actions, injury, claims, loss, liability, damages, costs and expenses of any kind or nature whatsoever incurred by or asserted against any of the Indemnified Parties from and after the date hereof, whether direct, indirect, or consequential, as a result of or in any way related to the Common Areas, including, without limitation, use of any waterbodies located within Lakeside by an Owner, their guests, family members, invitees, or agents, or from any act or omission of Declarant or the Association, or any of the Indemnified Parties. In the event any Owner should bring suit against the Declarant or the Association, or any of the Indemnified Parties for any claim or matter and fail to obtain judgment therein against such Indemnified Parties, said Owner shall be liable for all losses, costs and expenses incurred by the Indemnified Parties in the defense of such suit, including but not limited to, attorney's fees and, paraprofessional fees at trial and upon appeal.

### Section 9. Rules and Regulations

9.1. Generally. Prior to Turnover Date, the Declarant, and thereafter the Board of Directors of the Association, shall have the right to adopt Rules and Regulations governing the use of the Common Areas. The Rules and Regulations need not be recorded in the Public Records. The Common Areas shall be used in accordance with this Declaration and Rules and Regulations promulgated pursuant thereto.

9.2. Declarant Not Subject to Rules and Regulations. The Rules and Regulations for Lakeside shall not apply to the Declarant or to any property owned by Declarant, and shall not be applied in a manner which would prohibit or restrict the development or adversely affect the interests of the Declarant. Without limiting the foregoing, Declarant, and/or its designees or assigns, shall have the right to: (I) develop and construct commercial and industrial uses, Homes, Common Areas and related improvements within Lakeside, and make any additions, alterations, improvements, or changes thereto; (ii) maintain sales offices (for the sale and re-sale of (a) Lots and (b) residences and properties located outside of Lakeside), general office and construction operations within Lakeside; (Ili) place, erect or construct portable, temporary or accessory buildings or structure within Lakeside for sales, construction storage or other purposes; (iv) temporarily deposit, dump or accumulate materials, trash and rubbish in connection with the development or construction of any portion of Lakeside; (v) post, display, inscribe or affix to the exterior of any portion of the Common Areas or portions of Lakeside owned by Declarant, signs and other materials used in developing, constructing, selling or promoting the sale of any portion Lakeside including, without limitation, Lots, Parcels and Homes; (vi) excavate fill from any lakes or waterways within Lakeside by dredge or dragline, store fill within Lakeside and remove and sell excess fill; and grow or store plants and trees within Lakeside and use and sell excess plants and trees; and (vii) undertake all activities which, in the sole opinion of Declarant, are necessary for the development and sale of any lands and improvements within Lakeside.

### Section 10. Public Facilities.

Lakeside may include one or more facilities which may be open and available for the use of the general public. By way of example, there may be a public park, fire station, police station, or other facility within the boundaries of Lakeside.

### Section 11. Default by Another Owner.

No default by any Owner in the performance of the covenants and promises contained in this Declaration or by any person using the Common Areas or any other act of omission by any of them shall be construed or considered (a) a breach by the Declarant or the Association or a non- defaulting Owner or other person or entity of any of their promises or covenants in this Declaration; or (b) an actual, implied or construction dispossession of another Owner from the Common Areas; or (c) an excuse, justification, waiver or indulgence of the covenants and promises contained in this Declaration.

### Section 12. Special Taxing Districts.

For as long as Declarant controls the Association, Declarant shall have the right, but not the obligation, to dedicate or transfer, or cause the dedication or transfer of, all or portions of the Common Areas of Lakeside to a public agency or authority under such terms as Declarant deems appropriate in order to create or contract with special taxing districts (or others) for lighting, roads, landscaping, irrigation areas, lakes, waterways, ponds, surface water management systems, wetlands mitigation areas, parks, recreational or other services, security or communications, or other similar purposes deemed appropriate by Declarant, including without limitation, the maintenance and/or operation of any of the foregoing. As hereinafter provided, Declarant may sign any taxing district petition as attorney-in fact for each Owner. Each Owner's obligation to pay taxes associated with such district shall be in addition to such Owner's obligation to pay Assessments. Any special taxing district shall be created pursuant to all applicable ordinances of the county and all other applicable governing entities having jurisdiction with respect to the same.

### Section 13. Association's Obligation to Indemnify.

The Association and all Lot Owners each covenant and agree jointly and severally to indemnify, defend and hold harmless the Declarant, its officers, directors, shareholders, and any related persons or corporations and its employees from and against any and all claims, suits, actions, causes of action or damages arising from any personal injury, loss of life, or damage to property, sustained on or about the Common Areas, or other property serving the Association, and improvements thereon, or resulting from or arising out of activities or operations of the Association or Owners, and from and against all costs, expenses, court costs, attorneys' fees and paraprofessional fees (including, but not limited to, all trial and appellate levels and whether or not suit be instituted), expenses and liabilities incurred or arising from any such claim, the investigation thereof, or the defense of any action or proceedings brought thereon, and from and against any orders, judgments or decrees which may be entered relating thereto. The costs and expense of fulfilling this covenant of indemnification shall be Operating Costs to the extent such matters are not covered by insurance maintained by the Association.

### Section 14. Site Plans and Plats.

Lakeside may be subject to one or more plats (each individually, a "Plat"). The Plat may identify some of the Common Areas within Lakeside. The description of improvements upon the Common Areas on a Plat is subject to change and the notes on a Plat are not a guarantee of what facilities will be constructed on such Common Areas. Site plans used by the Declarant in its marketing efforts illustrate the types of facilities which may be constructed on the Common Areas, but such site plans are not a guarantee of what facilities will actually be constructed. Each Owner should not rely on a Plat or any site plans used for illustration purposes as the Declaration governs the rights and obligations of Declarant and Owners with respect to the Common Areas.

## ARTICLE III - PROPERTY RIGHTS

### Section 1. Owners' Easements of Enjoyment.

Every Owner, and its immediate family, tenants, guests and invitees, and every owner of an interest in Lakeside shall have a non-exclusive right and easement of enjoyment in and to those portions of the Common Areas which it is entitled to use for their intended purpose, subject to the following provisions:

(a) Easements, restrictions, reservations, conditions, limitations and declarations of record, now or hereafter existing, and the provisions of this Declaration, as amended;

(b) The right of the Board of Directors of the Association from time to time in accordance with its By-Laws to establish, modify, amend and rescind reasonable rules and regulations regarding use of the Common Area;

(c) Rules and Regulations adopted by the Board of Directors of the Association governing the use and enjoyment of the Common Areas;

(d) The right of the Association to charge reasonable admission and other fees for use of any facilities situated upon the Common Area;

(e) The right of the Association to suspend the voting rights and right to use the Common Area by an Owner for any period during which any Assessment levied under this Declaration against his Lot or Parcel remains unpaid, and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations;

(f) The right of the Association to suspend an Owner's rights hereunder or to impose fines in accordance with Section 720.305, Florida Statutes, as amended from time to time;

(g) The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility as provided by its Articles;

(h) The right of Declarant or Association to dedicate or transfer all or any part of the Common Areas. No such dedication or transfer shall be effective prior to the Community Completion Date without prior written consent of Declarant;

(I) The right of the Association to grant easements as to the Common

Area or any part thereof as provided by its Articles;

(j) The right of Declarant and the Association to modify the Common Areas as set forth in this Declaration;

(k) The perpetual right of Declarant to access and enter into the Common Areas at any time, even after the Community Completion Date, for the purposes of inspection and testing of the Common Areas. The Association and each Owner shall give Declarant unfettered access together with ingress and egress to the Common Areas so that Declarant, its agents or assigns, can perform all tests and inspections deemed necessary by Declarant. Declarant shall have the right to make all repairs and replacements deemed necessary by Declarant. At no time shall the Association or an Owner prevent, prohibit and/or interfere with any testing, repair or replacement deemed necessary by Declarant relative to any portion of the Common Areas;

(I) The right of the Association to otherwise deal with the Common Areas as provided by its Articles;

(m) The rights of Declarant and Association regarding Lakeside as reserved in this Declaration, including the right to utilize the same and to grant use rights, etc. to others; or

(n) An Owner relinquishes use of the Common Areas at any time that a Home is leased to a Tenant.

### Section 2. Delegation of Use.

Every Owner shall be deemed to have delegated its right of enjoyment to the Common Areas to occupants or lessees of that Owner's Home subject to the provisions of this Declaration and the Rules and Regulations, as may be promulgated, from time to time. Any such delegation or lease shall not relieve any Owner from its responsibilities and obligations provided herein.

### Section 3. Prohibition of Certain Activities.

No damage to, or waste of, the Common Area or any part thereof, shall be committed by any Owner or any tenant, guest or invitee of any Owner. No noxious, destructive or offensive activity shall be permitted on or in the Common Area or any part thereof, nor shall anything be done thereon which may be or may become an unreasonable annoyance or nuisance to any other Owner. No Owner may maintain, treat, landscape, sod, place or erect any improvement or structure of any kind on the Common Area without the prior approval of the Board of Directors.

### Section 4. Signs Prohibited.

No sign of any kind shall be displayed in or on the Common Area without the prior written consent of the Association. This Section, however, shall not apply to the Declarant.

### Section 5. Animals.

No animals shall be permitted on or in the Common Area at any time, except as may be provided in the Rules and Regulations of the Association.

### Section 6. Rules and Regulations.

No Owner or other permitted user shall violate the reasonable Rules and Regulations for the use of the Common Area, as the same are from time to time adopted by the Association.

### Section 7. Title to Common Area.

The Declarant shall convey title to any Common Area subject to such easements, reservations, limitations, conditions and restrictions as may then be of record.

### Section 8. Ingress and Egress.

An easement for ingress and egress is hereby created for pedestrian traffic over, and through and across sidewalks, paths, walks, driveways, passageways, and lanes as the same, from time to time, may exist upon, or be designed as part of, the Common Areas, and for vehicular traffic over, through and across such portions of the Common Areas as, from time to time, may be paved and intended for such purposes.

### Section 9. Development Easement.

In addition to the rights reserved elsewhere herein, Declarant reserves an easement for itself or its nominees over, upon, across, and under Lakeside as may be required in connection with the development of Lakeside and other lands designated by Declarant and to promote or otherwise facilitate the development, construction and sale or leasing of Parcels and Lots, and other lands designated by Declarant. Without limiting the foregoing, Declarant specifically reserves the right to use all paved roads and rights of way within Lakeside for vehicular and pedestrian ingress and egress to and from construction sites and for the construction and maintenance of any Telecommunications System provided by Declarant. Specifically, each Owner acknowledges that construction vehicles and trucks may use portions of the Common Areas. Declarant shall have no liability or obligation to repave, restore, or repair any portion of the Common Areas as a result of the use of the same by construction traffic, and all maintenance and repair of such Common Areas shall be deemed ordinary maintenance of the Association payable by all Owners as part of Operating Costs. Without limiting the foregoing, at no time shall Declarant be obligated to pay any amount to the Association on account of Declarant's use of the Common Areas for construction purposes. Declarant intends to use the Common Areas for sales of new and used Homes. .Further, Declarant may market other residences and commercial properties located outside of Lakeside from Declarant's sales facilities located within Lakeside. Declarant has the right to use all portions of the Common Areas in connection with its marketing activities, including, without limitation, allowing members of the general public to inspect model homes, installing signs and displays', holding promotional parties and picnics, and using the Common Areas for every other type of promotional or sales activity that may be employed in the marketing of new and used residential housing. The easements created by this Section, and the rights reserved herein in favor of Declarant, shall be construed as broadly as possible and supplement the rights of Declarant set forth elsewhere herein. At no time shall Declarant incur any expense whatsoever in connection with its use and enjoyment of such rights and easements. Declarant may non-exclusively assign its rights hereunder.

### Section 10. Public Easements.

Fire, police, school transportation, health, sanitation and other public services and utility company personnel and vehicles shall have a permanent and perpetual easement for ingress and egress over and across the Common Areas. In addition, Telecommunications Providers shall also have the right to use all paved roadways for ingress and egress to and from Telecommunications Systems within Lakeside.

### Section 11. Easement for Encroachments.

In the event that any improvement upon the Common Areas, as originally constructed, shall encroach upon any other property or improvements thereon, or for any reason, then an easement appurtenant to the encroachment shall exist for so long as the encroachment shall naturally exist.

### Section 12. Permits. Licenses and Easements.

Prior to the Community Completion Date, Declarant, and thereafter the Association, shall, in addition to the specific rights reserved to Declarant herein, have the right to grant, modify, amend and terminate permits, licenses and easements over, upon, across, under and through Lakeside (including Parcels and Lots) for Telecommunications Systems, utilities, roads and other purposes reasonably necessary or useful as it determines, in its sole discretion. To the extent legally required, each Owner shall be deemed to have granted to Declarant and, thereafter, the Association an irrevocable power of attorney, coupled with an interest, for the purposes herein expressed.

### Section 13. Support Easement and 'Maintenance Easement.

An easement is hereby created for the existence and maintenance of supporting structures (and the replacement thereof) in favor of the entity required to maintain the same. An easement is hereby created for maintenance purposes (including access to perform such maintenance) over and across Lakeside (including Parcels and Lots) for the reasonable and necessary maintenance of Common Areas, utilities, cables, wires and other similar facilities.

### Section 14. Easement for Unintentional and Non-Negligent Encroachments.

f any other building or improvement on a Lot or Parcel shall encroach upon another Lot or Parcel reason of original construction by Declarant, then an easement for such encroachment shall exist so long as the encroachment exists. It is contemplated that each Lot or Parcel shall contain an improvement with exterior walls, footings, and other protrusions which may pass over or underneath an adjacent Lot or Parcel. A perpetual nonexclusive easement is herein granted to allow such protrusions and to permit any natural water runoff from roof overhangs, eaves and other protrusions onto an adjacent Lot or Parcel.

### Section 15. Drainage.

A non-exclusive easement shall exist in favor of Declarant, the Association and their designees, and any applicable water management district, state agency, county agency and/or federal agency having jurisdiction over Lakeside over, across and upon Lakeside for drainage, irrigation and water management purposes. An easement or ingress, egress and access shall exist for such parties to enter upon and over any portion of Lakeside (including Parcels and Lots) in order to construct, maintain, inspect, record data on, monitor, test, or repair, as necessary, any water management areas, conservation areas, mitigation areas, irrigation systems and facilities thereon and appurtenances thereto. No structure, landscaping, or other material shall be placed or be permitted to remain which may damage or interfere with the drainage or irrigation of Lakeside and/or installation or maintenance of utilities or which may obstruct or retard these flow of water through Lakeside and/or water management areas and facilities or otherwise interfere with any drainage, irrigation and/or easement provided for in this Section or the use rights set forth elsewhere in this Declaration.

Section 16. Duration. All easements created herein or pursuant to the provisions hereof shall be perpetual unless stated to the contrary.

## ARTICLE IV - MEMBERSHIP AND VOTING RIGHTS

### Section 1. Voting Rights.

Every Owner of a Lot or Parcel which is subject to Assessments shall be a member of the Association, subject to and bound by the Articles of Incorporation, By-Laws, Rules and Regulations, and this Declaration. The foregoing does not include persons or entities who hold a leasehold interest or interest merely as security for the performance of an obligation.

Ownership, as defined above, shall be the sole qualification for membership. When any Lot or Parcel is owned of record by two or more persons or other legal entity, all such persons or entities shall be members. An Owner of more than one (1) Lot shall be entitled to one membership for each Lot owned. Membership shall be appurtenant to and may not be separated from ownership of any Lot or Parcel which is subject to the provisions of the Declaration, and it shall be automatically transferred by conveyance of that Lot or Parcel. The Declarant shall also be a member so long as it owns one or more Lots or Parcels.

### Section 2. Term.

The term of this Declaration shall be perpetual and run with the land. Each Owner, by acceptance of title to a Lot or Parcel, and any person claiming by, through or under such Owner, agrees to be subject to this Declaration and the provisions hereof. The covenants, conditions and restrictions of this Declaration shall run with and bind the land and shall inure to the benefit of and be enforceable by the Association, or the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of twenty-five (25) years from the date this Declaration is recorded in the public records of Hillsborough County, Florida, after which time the covenants, conditions and restrictions contained in this Declaration shall be automatically extended for successive periods of ten (10) years unless prior to the end of such twenty five (25) year period, or each successive ten (10) year period, an instrument signed by the then owners of eighty percent (80%) of the Lots agreeing to terminate the covenants, conditions and restrictions at the end of such twenty-five (25) year or ten (10) year period has been recorded in the Public Records of Hillsborough County, Florida. Provided, however, that no such agreement to terminate the covenants, conditions and restrictions shall be effective unless made and recorded at least ninety (90) days in advance of the effective date of such change. This Section may not be amended.

### Section 3. Transfer.

The transfer of the fee simple title to a Lot or Parcel, whether voluntary or by operation of law, terminating the Owner's title to the real property shall terminate the Owner's rights to the use of and enjoyment of the Common Areas as it pertains to that Lot or Parcel. An Owner's rights and privileges under this Declaration are not assignable. Each Owner is entitled to the benefits of, and is burdened with the duties and responsibilities set forth in, the provisions of this Declaration. Any party acquiring any right, title and interest in and to any Lot or Parcel shall be fully bound by the provisions of this Declaration. In no event shall any Owner acquire any rights that are greater than the rights granted to, and limitations placed upon its predecessor in title pursuant to the provisions of this Declaration. In the event that any Owner desires to sell or otherwise transfer title of his or her Lot, such Owner shall give the Board at least fourteen (14) days prior written notice of the name and address of the purchaser or transferee, the date on which such transfer of title is to take place, and such other information as the Board may reasonably require. The transferor shall remain jointly and severally liable with the transferee for all obligations of the Owner and the Home pursuant to this Declaration including, without limitation, payment of all Assessments accruing prior to the date of transfer. Until written notice is received as provided in this Section, the transferor and transferee shall be jointly and severally liable for Assessment accruing subsequent to the date of transfer. In the event that upon the conveyance of a Home an Owner fails in the deed of conveyance to reference the imposition of this Declaration on the Lot, the transferring Owner shall remain liable for Assessments accruing on the Lot from and after the date of conveyance.

### Section 4. Ownership by Entity.

In the event that an Owner is other than a natural person, that Owner shall, prior to occupancy of the Home, designate one or more persons who are to be the occupants of the Home and register such persons with Association. All provisions of this Declaration and Rules and Regulations promulgated pursuant thereto shall apply to both such Owner and the designated occupants.

### Section 5. Voting Interests.

Voting interests in the Association are governed by the provisions of the Articles and By-Laws.

### Section 6. Membership Classifications.

The Association shall have three classes of voting membership, Class A, Class B and Class C. All votes shall be cast in the manner provided in the By-Laws. When more than one person or entity holds an interest in any Lot or Parcel, the vote for such Lot or Parcel shall be exercised as such persons determine, but in no event shall more than the number of votes hereinafter designated be cast with respect to any such Lot or Parcel, nor shall any split vote be permitted with respect to such Lot or Parcel. The three classes of voting memberships, and voting rights related thereto, are as follows:

6.1. Class A. Class A membership shall be all Owners of all Lots and Parcels subject to Assessment; provided, however, so long as there is Class B membership the Declarant shall not be a Class A member. Any other party who is designated as a Class C member pursuant to Paragraph 6.4 of this Article shall not be a Class A member unless such Class C membership terminates in accordance with this Article.

6.2. Class B. Class B membership shall be the Declarant. Class B Lots and Parcels shall be all Lots and Parcels owned by the Declarant which have not been converted to Class A membership as provided below. The Declarant shall be entitled to three (3) votes for each Lot or Parcel which it owns.

6.3. Termination of Class B membership. From time to time, Class B membership may cease and be converted to Class A membership, and any Class B Lots or Parcels then subject to the terms of this Declaration shall become Class A Lots, or Parcels upon the happening of any of the following events, whichever occurs earlier:

(I) When the total votes outstanding in the Class A membership is equal the total votes outstanding in the Class B membership,

(ii) On December 31, 2010, or;

(iii) When the Declarant waives in writing its right to Class B membership.

Notwithstanding the foregoing, if at any time or times subsequent to any such conversion, additional land is added by the Declarant to the Properties pursuant to Article VII hereof, such additional land shall automatically be and become Class B membership, as appropriate. In addition, if following such addition of land, the total votes allocable to all Lots and Parcels then owned by the Declarant (calculated as if all such Lots and Parcels are Class B, whether or not they are) shall exceed the remaining total votes outstanding in the remaining Class A membership (i.e., excluding the Declarant), then any Class A Lots or Parcels owned by the Declarant shall automatically be reconverted to Class B membership. Any such reconversion shall not occur, however, if either occurrence Op or (iii) above shall have taken place.

6.4. Class C. The Class C members shall be Builders who purchase improved or unimproved lots or undeveloped tracts from Declarant and who have been designated by Declarant as Class C members in a separate recorded instrument. Class C Lots and Parcels shall be all Lots and Parcels owned by Builders which have been designated as Class C Lots or Parcels by Declarant in the separate recorded instrument referred to above and which have not been converted to Class A Lots or Parcels as provided below. Class C members shall be entitled to one (1) vote for each Class C Lot or Parcel which such member owns.

6.5. Termination of Class C. From time to time, the Class C membership of a- particular Builder may cease and be converted to Class A membership, and the Class C Lots and Parcels of such Builder then subject to the terms of this Declaration, shall become Class A Lots and Parcels upon the happening of any of the following events whichever occurs earlier:

(i) Eighteen (18) months from the date that the Class C membership of a particular builder became vested; or

(ii) When an owner of a Class C Lot or Parcel waives in writing its right to Class C membership; or

(iii) On December 31, 2010; on which date all Class C memberships shall terminate and become Class A memberships.

6.6. Computation. Where votes of a Class A, Class B or Class C member are determined by the acreage in a Parcel, the votes shall be calculated by multiplying the acreage of the parcel by the number of votes per acre, and rounding to the nearest whole number. For example, if a Class C Parcel on the Master Plan designated forpuse as single-family detached homes shall contain 24.3 acres, the Class C Owner shall be entitled to eighty-five (85) votes. Acreage shall be as determined in good faith by the Secretary of the Association as provided in the By-Laws.

## ARTICLE V - RIGHTS AND OBLIGATIONS OF THE ASSOCIATION

### Section 1. Responsibilities.

The Association, subject to the rights of the Owners set forth in this Declaration, shall be responsible for the exclusive management and control of the Common Area, and shall keep the same in good, clean and proper condition, order and repair. The Association shall be responsible for the payment of all costs, charges and expenses incurred in connection with the operation, administration and management of the Common Area, and performance of its other obligations hereunder.

### Section 2. Manager.

The Association may obtain, employ and pay for the services of an entity or person (hereinafter called the "Manager") to assist in managing its affairs and carrying out its responsibilities hereunder to the extent it deems advisable, as well as employ such other personnel as the Association shall determine to be necessary or desirable, whether such personnel are furnished or employed directly by the Association or by the Manager. Any management agreement must be terminable for cause upon thirty (30) days’ notice, be for a term not to exceed three (3) years, and be renewable only upon mutual consent of the parties.

### Section 3. Personal Property and Real Property for Common Use.

The Association may acquire and hold tangible and intangible personal property and may dispose of the same by sale or otherwise, subject to such restrictions, if any, as may from time to time be provided in the Association's Articles or By-Laws. The Board, acting on behalf of the Association, shall accept any real or personal property, leasehold, or other property within Lakeside conveyed to it by Declarant.

### Section 4. Requirement to Maintain Insurance.

Association shall maintain the following insurance coverages:

4.1. Flood Insurance. If the Common Areas are located within an area which has special flood hazards and for which flood insurance has been made available under the National Flood Insurance Program (NFIP), coverage in appropriate amounts, available under NFIP for all buildings and other insurable property within any portion of the Common Areas located within a designated flood hazard area.

4.2. Liability Insurance. Commercial general liability insurance coverage providing coverage and limits deemed appropriate. Such policies must provide that they may not be canceled or substantially modified by any party, without at least thirty (30) days' prior written notice to Declarant until the Community Completion Date and thereafter the Association.

4.3. Directors and Officers Liability Insurance. Each member of the Board shall be covered by directors and officers liability insurance in such amounts and with such provisions as approved by the Board.

4.4. Other Insurance. Such other insurance coverages as may be appropriate from time to time. All coverages obtained by Association shall cover all activities of the Association and all properties maintained by the Association, whether or not the Association owns title thereto.

### Section 5. Implied Rights.

The Association may exercise any other .right or privilege given to it expressly by this Declaration, its Articles or By-Laws, or by law and every other right or privilege reasonably implied from the existence of any right or privilege granted herein or reasonably necessary to effectuate the exercise of any right or privileges granted herein or therein.

### Section 6. Maintenance by Association.

6.1. Common Areas. Except as otherwise specifically provided in this Declaration to the contrary, the Association shall at all times maintain, repair, replace and insure the Common Areas, including all improvements placed thereon.

6.2. Landscape Maintenance. All landscape maintenance, including without limitation, lawn maintenance of all Lots or Parcels shall be the responsibility of each respective Owner. The Owner of each Lot shall be responsible for the maintenance of the sprinkler system and any or all landscaping and other improvements within any portion of the Lot or Parcel, including without limitation weeding and pruning of trees and shrubs. In the event grass, trees, plantings or shrubs is not maintained, the Association may, but shall not be obligated to, cut and maintain the grass, trees, plantings or shrubs as the case may be. The costs and expenses of such maintenance plus $25.00 shall be charged to such Owner as an Individual Assessment.

6.3. Surface Water Management System, Lakes and Water Retention Ponds.

6.3.1. The Association shall be responsible for maintenance of all Surface Water Management Systems ("SWMS"), ditches, canals, lakes, and water retention ponds located within the Properties. All SWMS within the Properties which are accepted by or constructed by the Declarant, excluding those areas (if any) normally maintained by Hillsborough County or another governmental agency, will be the ultimate responsibility of the Association, which may enter any portion of the Common Areas and make whatever alterations, improvements or repairs that are deemed necessary to provide or restore property water management. The cost and expense of any such maintenance shall be an Operating Cost. Nothing in this Section shall be construed to allow any person to construct any new water management facility,. or to alter any storm management systems or conservation areas, without first obtaining the necessary permits from all governmental agencies having jurisdiction, including the Association.

(a) No structure of any kind (including docks) shall be constructed or erected in or on any of Common Areas, nor shall an Owner other than Declarant or the Association, which shall in any way change, alter, impede, revise or otherwise interfere with the flow or volume of water in any portion of any water management area, including, but not limited to, lakes, ponds, swales, drainage ways, or wet retention ponds or areas intended for the accumulation of runoff waters, without the specific written permission of the SWFWMD and the Association.

(b) No Owner, Association or other person or entity shall unreasonably deny or prevent access to water management areas for maintenance, repair, or landscaping purposes by Declarant, the Association, or any appropriate governmental agency that may reasonably require access. Non-exclusive easements therefore are hereby specifically reserved and created.

(c) No Lot, Parcel or Common Area shall be increased in size by filling in any lake, pond or other water retention or drainage areas to which it abuts. No person shall fill, dike, rip-rap, block, divert or change the established water retention and drainage areas that have been or may be created without the prior written consent of the Association and SWFWMD. No person other than the Declarant or the Association may draw water for irrigation or other purposes from any lake, pond or other water management area, nor is any boating, swimming, or wading in such areas allowed.

(d) Operation and maintenance of all SWMS and conservation areas, excluding those areas (if any) maintained by Hillsborough County or another governmental agency, will be the ultimate responsibility of the Association. The Association may enter any Lot, Parcel or Common Area and make whatever alterations, improvements or repairs are deemed necessary to provide, maintain, or restore proper SWMS. The cost and expense of any such maintenance shall be an Operating Cost. NO PERSON MAY REMOVE NATIVE VEGETATION THAT MAY BECOME ESTABLISHED WITHIN THE CONSERVATION AREAS. "REMOVAL" INCLUDES DREDGING, APPLICATION OF HERBICIDE, PULLING AND CUTTING. Operation and maintenance and reinspection reporting shall be performed in accordance with the terms and conditions of the Permit.

(e) Nothing in this Section shall be construed to allow any person or entity to construct any new water management facility, or to alter any SWMS or conservation areas, without first obtaining the necessary permits from all governmental agencies having jurisdiction, including Southwest Florida Water Management District ("SWFWMD"), the Association and the Declarant, its successors and assigns.

(f) SWFWMD has the right to take enforcement measures, including a civil action for injunction and/or penalties, against the Association to compel it to correct any outstanding problems with the SWMS.

(g) If the Association ceases to exist, all of the Lot or Parcel Owners shall be jointly and severally responsible for operation and maintenance of the SWMS in accordance with the requirements of the Permit, unless an alternate entity assumes responsibility.

(h) The SWMS are on land that is designated Common Area on the Plat, are located on land that is owned, or is to be owned, by the Association, or are located on land that is subject to an easement in favor of the Association and its successors or assigns.(i) No construction activities may be conducted relative to any portion of the SWMS. Prohibited activities include, but are not limited to: digging or excavation; depositing fill, debris or any other material or item, constructing or altering any water control structure; or any other construction to modify the SWMS. If the project includes a wetland mitigation area, or a wet detention pond, no vegetation in these areas shall be removed, cut, trimmed or sprayed with herbicide without specific written approval from SWFWMD. Construction and maintenance activities which are consistent with the design and permit conditions approved by SWFWMD in the Permit may be conducted without specific written approval from SWFWMD.

(j) If the project has on-site wetland mitigation which requires ongoing monitoring and maintenance, the Association shall allocate sufficient funds in its budget for a monitoring and maintenance of the wetland mitigation area(s) each year, until SWFWMD determines that the area(s) is successful in accordance with the Permit.

(k) Each Owner within Lakeside at the time of construction of a building, residence or structure shall comply with the construction plans for the surface water management system approved and on file with the Southwest Florida Water Management District (SWFWMD).

LOTS OR PARCELS MAY CONTAIN OR ABUT CONSERVATION AREAS WHICH ARE PROTECTED UNDER RECORDED CONSERVATION EASEMENTS. THESE AREAS MAY NOT BE ALTERED FROM THEIR PRESENT CONDITIONS EXCEPT IN ACCORDANCE WITH THE RESTORATION PROGRAM INCLUDED IN THE CONSERVATION EASEMENT, OR TO REMOVE EXOTIC OR NUISANCE VEGETATION, INCLUDING, WITHOUT LIMITATION, MELALEUCA, BRAZILIAN PEPPER, AUSTRALIAN PINE, JAPANESE CLIMBING FERN, CATTAILS, PRIMROSE WILLOW, AND GRAPE VINE. OWNERS ARE RESPONSIBLE FOR PERPETUAL MAINTENANCE OF SIGNAGE REQUIRED BY THE PERMIT ISSUED BY SWFWMD, WHICH MAINTENANCE SHALL BE PERFORMED TO THE GREATEST DEGREE LAWFUL BY THE ASSOCIATION.

6.3.2. Proviso. Notwithstanding any other provision in this Declaration to the contrary, no amendment of the governing documents by any person, and no termination or amendment of this Declaration, will be effective to change the Association's responsibilities for the SWMS or any conservation areas, unless the amendment has been consented to in writing by SWFWMD. Any proposed amendment which would affect the SWMS or any conservation areas must be submitted to SWFWMD for a determination of whether the amendment necessitates a modification of the surface water management permit.

6.4. Adjoining Areas. Except as otherwise provided herein, the Association shall also maintain those drainage areas, swales, lake maintenance easements, lakes; slopes and banks, and landscape areas that are within the Common Areas, provided that such areas are readily accessible to the Association. Under no circumstances shall the Association be responsible for maintaining any areas within fences or walls that form a part of a Lot.

6.5. Negligence. The expense of any maintenance, repair or construction of any portion of the Common Areas necessitated by the negligent or willful acts of an Owner, its invitees, guests, tenants or other persons utilizing the Common Areas, through or under an Owner, shall be borne solely by the Owner. The Lot Owner or Parcel Owner shall be subject to an Individual Assessment for that expense. By way of example, and not of limitation, an Owner shall be responsible for the removal of all landscaping and structures placed within easements or Common Areas without the prior written approval of Association.

6.6. Right of Entry. The Declarant and the Association are granted a perpetual and irrevocable easement over, under and across Lakeside for the purposes herein expressed, including, without limitation, for inspections to ascertain compliance with the provisions of this Declaration, and for the performance of any maintenance, alteration or repair which it is entitled to perform. Without limiting the foregoing, Declarant specifically reserves easements for all purposes necessary to comply with any governmental requirement or to satisfy any condition that is a prerequisite for a governmental approval. By way of example, and not of limitation, Declarant may construct, maintain, repair, alter, replace and/or remove improvements; install landscaping; install utilities; and/or remove structures on any portion of Lakeside if Declarant or the Association is required to do so in order to obtain the release of any bond posted with any governmental agency.

6.7. Maintenance of Property Owned by Others. The Association shall, if designated by Declarant or by Association after the Community Completion Date, by amendment to this Declaration or any document of record, maintain vegetation, landscaping, sprinkler system, community identification/features and/or other areas or elements designated by Declarant (or by the Association after the Community Completion Date) upon areas which are within or outside of Lakeside. Such areas may abut, or be proximate to? Lakeside, and may be owned by, or be dedicated to, others including, but not limited to, a utility, governmental or quasi-governmental entity. These areas may include (for example and not limitation) swale areas, landscape buffer areas, berm areas or median areas within the right-of-way of public streets, roads, drainage areas, community identification or entrance features, community signage or other identification.

### Section 7. Fidelity Bonds.

If available, a blanket fidelity bond for all officers, directors, trustees and employees of the Association, and all other persons handling or responsible for funds of, or administered by, the Association. In the event the Association delegates some or all of the responsibility for the handling of the funds to a professional management company or licensed manager, such bonds shall be required for its officers, employees and agents, handling or responsible for funds of, or administered on behalf of the Association. The amount of the fidelity bond shall be based upon reasonable business judgment. The fidelity bonds required herein must meet the following requirements (to the extent available at a reasonable premium):

7.1. The bonds shall name the Association as an obligee.

72. The bonds shall contain waivers, by the issuers of the bonds, of all defenses based upon the exclusion of persons serving without compensation from the definition of "employee" or similar terms or expressions.

7.3. The premiums on the bonds (except for premiums on fidelity bonds maintained by a professional management company, or its officers, employees and agents), shall be paid by the Association.

7.4. The bonds shall provide that they may not be canceled or substantially modified (including cancellation for non-payment of premium) without at least thirty (30) days' prior written notice.

### Section 8. Association as Agent.

The Association is irrevocably appointed agent for each Owner of any interest relating to the Common Areas to adjust all claims arising under insurance policies purchased by the Association and to execute and deliver releases upon the payment of claims.

### Section 9. Casualty to Common Areas.

In the event of damage to the Common Areas, or any portion thereof, the Association shall be responsible for reconstruction after casualty. In the event of damage to a Lot, Parcel or Home, or any portion thereof, the Owner of said Lot, Parcel or Home shall be responsible for reconstruction after casualty. Such reconstruction shall commence within three (3) months after the damage was sustained and shall be completed within nine (9) months after the damage was sustained.

### Section 10. Nature of Reconstruction.

Any reconstruction of improvements hereunder shall be in accordance with the plans and specifications of the original improvements, or as the improvement was last constructed, subject to modification to conform with the then current governmental regulation(s).

### Section 11. Additional Insured.

Declarant and its respective Lender(s), if applicable, shall be named as additional insured on all policies obtained by the Association, as their interests may appear so long as there is a Class B membership.

### Section 12. Cost of Payment of Premiums

The costs of all insurance premiums maintained by the Association hereunder, and any other fees or expenses incurred, which may be necessary or incidental to carry out the provisions hereof, are Operating Costs of the Association.

## ARTICLE VI - COVENANT FOR MAINTENANCE ASSESSMENTS

### Section 1. Creation of the Lien and Personal Obligation for Assessments.

The Declarant, for each Lot or Parcel within the Properties, hereby covenants, and each Owner or Builder of any Lot or Parcel by acceptance of a deed or other conveyance thereto, whether or not it shall be so expressed in such deed or conveyance, is deemed to covenant and agrees to pay to the Association: (1) annual Assessments or charges; and (2) Special Assessments or charges against a particular Lot or Parcel as may be provided by the terms of this Declaration. Such Assessments and charges, together with interest, costs and reasonable attorney's fees, shall be a charge on the land and shall be a lien upon the property against which such Assessment is made. Each such Assessment or charge, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the person who was the owner of such property at the time when the Assessment fell due, including any Owner or Builder. The personal obligation for delinquent Assessments shall not pass to an Owner's or Builder's successors in title unless expressly assumed by them.

### Section 2. Types of Assessments.

Each Owner or Builder, by acceptance of a deed or instrument of conveyance for the acquisition of title in any manner (whether or not so expressed in the deed), including any purchaser at a judicial sale, shall hereafter be deemed to have covenanted and agreed to pay to Association at the time and in the manner required by the Board, Assessments or charges and any Special Assessments as are fixed, established and collected from time to time by Association. All Owners and Builders shall pay Assessments. Each Builder who obtains title to a Lot shall pay one-third (1/3) of Assessments paid by Owners of completed Homes (as determined by a Certificate of Occupancy), such percentage may be changed by Declarant, in Declarants sole discretion. Upon obtaining a Certificate of Occupancy or within one (1) year of the date of purchase of said Lot, whichever is earlier, such Lot(s) shall be charged for full Assessments.

### Section 3. Purpose of 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 residents of Lakeside, and in particular for the improvement and maintenance of the Common Areas and any easement(s) in favor of the Association, including but not limited to the following categories of Assessments as and when levied and deemed payable by the Board:

3.1. Any monthly or quarterly Assessment (as determined by the Board) or charge for the purpose of operating the Association and accomplishing any and all of its purposes, as determined in accordance herewith, including, without limitation, payment of Operating Costs and collection of amounts necessary to pay any deficits from prior years' operation ("Installment Assessments");

3.2. Any special Assessments for capital improvements, major repairs, emergencies, the repair or replacement of the Surface Water Management System, or nonrecurring expenses ("Special Assessments");

3.3. Any specific fees, dues or charges to be paid by Owners for any special services provided to or for the benefit of an Owner or Lot, for any special or personal use of the Common Areas, or to reimburse the Association for the expenses incurred in connection with that service or use (hereinafter "Use Fees"); and

3.4. Assessments of any kind for the creation of reasonable reserves for any of the aforesaid purposes. At such time as there are improvements in any Common Areas for which the Association has a responsibility to maintain, repair, and replace, the Board may, but shall have no obligation to, include a "Reserve for Replacement" in the Installment Assessments in order to establish and maintain an adequate reserve fund for the periodic maintenance, repair and replacement of improvements comprising a portion of the Common Area (hereinafter "Reserves"). Assessments pursuant to this Section shall be payable in such manner and at such times as determined by the Association, and may be payable in installments extending beyond the fiscal year in which the Reserves are approved: Until the Community Completion Date, Reserves shall be subject to the prior written approval of Declarant, which may be withheld for any reason.

3.5. Assessments for which one or more Owners (but less than all Owners) within Lakeside is subject ("Individual Assessments") such as costs of special services provided to a Lot or Owner or cost relating to enforcement of the provisions of this Declaration or the architectural provisions hereof as it relates to a particular Owner or Lot. By way of example, and not of limitation, all of the Owners within a Plat may be subject to Individual Assessments for maintenance, repair and/or replacement of facilities serving only the residents of such Plat. Further, in the event an Owner fails to maintain the exterior, of his Home in a manner satisfactory to the Association, the Association shall have the right, through its agents and employees, to enter upon the Lot and to repair, restore, and maintain the property as required by this Declaration. The cost thereof, plus the reasonable administrative expenses of the Association, shall be an Individual Assessment. As a further example, if one or more Owners receive optional Telecommunications Services such as Toll Calls, Cable Services and/or Data Transmissions Services, and the Association pays a Telecommunications Provider for such services, then the cost of such services shall be an Individual Assessment as to each Owner receiving such services. The lien for an Individual Assessment may be foreclosed in the same manner as any other Assessment.

### Section 4. Designation.

The designation of Assessment type shall be made by the Association. Prior to the Community Completion Date, any such designation must be approved by the Declarant. Such designation may be made on the budget prepared by the Association. The designation shall be binding upon all Owners.

### Section 5. Maximum Annual Assessment.

Until January 1 of the year immediately following the conveyance by the Declarant of the first Lot or Parcel to an Owner, the maximum annual Assessment per Class A Lot shall be Two Thousand and no/100 Dollars ($2,000.00).

(a) From and after January 1 of the year immediately following the conveyance by the Declarant of the first Lot to an Owner, the maximum annual Assessment for Class A Lots as stated above may be increased

(b) From and after January 1 of the year immediately following the conveyance by the Declarant of the first Lot or Parcel to an Owner, the maximum annual Assessment for Operating Costs as stated above may be increased each year by not more than ten percent (10%) above the maximum Assessment for the previous year without a vote of two-thirds (2/3) of each class of voting members at a meeting duly called for this purpose.

(c) The Board of Directors may fix the annual Assessment for Common Expenses for Class A Lots and Parcels at an amount not in excess of the maximum annual Assessment rate established by this Section.

### Section 6. Special Assessments for Capital Improvements.

In addition to the annual Assessments authorized above, the Association may levy, in any Assessment year, a Special Assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement, including fixtures and personal property related thereto, provided that any such Assessment shall have the assent of two-thirds -(2/3rds) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

### Section 7. Notice of Meeting and Quorum for Any Action Authorized Under Sections 5 and 6.

Written notice of any members meeting called for the purpose of taking any action authorized under Sections 5 and 6 of this Article shall be sent to all members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At such meeting, the presence of members or of proxies entitled to cast a majority of all the votes of each class of membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be the presence of members or of proxies entitled to cast thirty percent (30%) of all the votes of each class of membership. No subsequent meeting shall be held more than sixty (60) days following the preceding meeting.

### Section 8. Assessment Rate

Subject to the maximums set forth in Section 5 above, annual Assessments for Class A Lots and Parcels shall be determined by the Board of Directors prior to January 1 of each year. Each Class C Lot shall be assessed at a rate equal to one third (1/3) of the sum assessed to each Class A Lot on which a home has been completed as evidenced by a Certificate of Occupancy.

### Section 9. Declarants Assessment

Notwithstanding any provision of this Declaration or the Association's Articles or By-Laws to the contrary, as long as there is Class B membership in the Association, the Declarant shall not be obligated for, nor subject to, any annual Assessment for any Lot or Parcel which it may own, provided: (i) the annual Assessment paid by the other Owners shall not exceed the maximum Assessment permitted by Section 5 of this Article; and (ii) the Declarant shall be responsible for paying the difference between the Association's expenses of operation otherwise to be funded by annual Assessments and the amount received from Owners, other than the Declarant, in payment of the annual Assessments levied against their respective Class A and Class C Lots. Such difference, herein called the "Deficiency", shall not include any reserve for replacements, operating reserves, depreciation reserves or capital expenditures. The Declarant may at any time give written notice to the Association prior to November 30 of a year, thereby terminating effective as of December 31 of such year, its responsibility for the Deficiency, and waiving its right to exclusion from annual Assessments. Upon giving such notice, or upon termination of Class B membership, whichever is sooner, each Lot or Parcel owned by the Declarant shall thereafter be assessed at twenty-five percent (25%) of the annual Assessment established for Lots and Parcels owned by Class A members other than the Declarant.

Such Assessment shall be prorated as to the remaining months of the year, if applicable. Upon transfer of title of a Lot or Parcel owned by the Declarant, the Lot or Parcel shall be assessed in the amount established for Lots or Parcels owned by Owners other than the Declarant, prorated as of and commencing with, the month following the date of transfer of title. Notwithstanding the foregoing, any Lots or Parcels from which the Declarant derives any rental income, or holds an interest as mortgagee or contract seller, shall be assessed at the same amount as Lots or Parcels owned by Owners other than the Declarant, prorated as of and commencing with, the month following the execution of the rental agreement or mortgage, or the contract purchaser's entry into possession, as the case may be.

### Section 10. Allocation of Operating Costs.

10.1. For the period until the adoption of the first annual budget, the allocation of Operating Costs shall be as set forth in the initial budget prepared by Declarant.

10.2. Commencing on the first day of the period covered by the annual budget, and until the adoption of the next annual budget, the Installment Assessments shall be allocated so that each Owner shall pay his pro rata portion of Installment Assessments, Special Assessments, and Reserves based upon a fraction, the numerator of which is one (1) and the denominator of which is the total number of Lots in Lakeside conveyed to Owners or any greater number determined by Declarant from time to time. Declarant, in its sole and absolute discretion may change such denominator from time to time. Under no circumstances will the denominator be less than the number of Lots owned by Owners other than Declarant.

10.3. In the event the Operating Costs as estimated in the budget for a particular fiscal year are, after the actual Operating Costs for that period is known, less than the actual costs, then the difference shall, at the election of the Association: (I) be added to the calculation of Installment Assessments for the next ensuing fiscal year; or (ii) be immediately collected from the Owners as a Special Assessment. The Association shall have the unequivocal right to specially assess Owners retroactively on January 1st of any year for any shortfall in Installment Assessments, which Special Assessment shall relate back to the date that the Installment Assessments could have been made. No vote of the Owners shall be required for such Special Assessment (or for any other Assessment) except to the extent specifically provided herein.

10.4. Each Owner agrees that so long as it does not pay more than the required amount it shall have no grounds upon which to object to either the method of payment or non-payment by other Owners of any sums due.

### Section 11. Use Fees and Individual Assessment.

Except as hereinafter specified to the contrary, Use Fees and Individual Assessments shall be made against the Owners benefitting from, or subject to the special service or cost as specified by the Association.

### Section 12. Shortfalls and Surpluses.

Each Owner acknowledges that because Installment Assessments, Special Assessments, and Reserves are allocated based on the formula provided herein, or upon the number of Lots conveyed to Owners on or prior to September 30 of the prior fiscal year, it is possible that the Association may collect more or less than the amount budgeted for Operating Costs. Prior to the Turnover Date, the Declarant shall have the option to (i) fund all or any portion of the shortfall in Installment Assessments not raised by virtue of income receivable by Association or (ii) to pay Installment Assessments on Lots owned by Declarant. The Declarant shall never be required to (i) pay Installment Assessments if Declarant has elected to fund the deficit instead of paying Installment Assessments on Lots owned by the Declarant, or (ii) pay Special Assessments, management fees or Reserves. Any surplus Assessments collected by the Association may be allocated towards the next year's Operating Costs or, in the Association's sole and absolute discretion, to the creation of Reserves, whether or not budgeted. Under no circumstances shall the Association be required to pay surplus Assessments to Owners.

### Section 13. Budgets.

The initial budget prepared by Declarant is adopted as the budget for the period of operation until adoption of the first annual Association budget. Thereafter, annual budgets shall be prepared and adopted by the Association. THE INITIAL BUDGET OF THE ASSOCIATION IS PROJECTED (NOT BASED ON HISTORICAL OPERATING FIGURES), THEREFORE, IT IS POSSIBLE THAT THE ACTUAL ASSESSMENTS MAY BE LESSER OR GREATER THAN PROJECTED.

### Section 14. Establishment of Assessments.

Assessments shall be established in accordance with the following procedures:

14.1. Installment Assessments shall be established by the adoption of a twelve (12) month operating budget by the Board. The budget shall be in the form required by Section 720.303(6) of the Florida Statutes, as amended from time to time. Written notice of the amount and date of commencement thereof shall be given to each Owner not less than ten (10) days in advance of the due date of the first installment thereof. Notwithstanding the foregoing, the budget may cover, a period of less than twelve (12) months if the first budget is adopted mid-year or in order to change the fiscal year of the Association.

14.2. Special Assessments and Individual Assessments against the Owners may be established by the Association, from time to time, and shall be payable at such time or time(s) as determined by the Board. Until the Community Completion Date, no Special Assessment shall be imposed without the consent of the Declarant.

14.3. The Association may establish Use Fees, from time to time, by resolution, rule or regulation, or by delegation to an officer or agent, including, a professional management company. The sums established shall be payable by the Owner utilizing the service or facility as determined by the Association.

### Section 15. Exemption.

Notwithstanding anything to the contrary herein, neither Declarant nor any Lot or Parcel owned by Declarant shall (unless specified. to the contrary by Declarant in a separate written instrument) be responsible for any Assessments of any nature or any portion of the Operating Costs. Declarant, at Declarant's sole option, may pay Assessments on Homes owned by it, or fund the ,Deficiency, if any, as set forth in Section 16.8 herein. In addition, the Board shall have the right to exempt any portion of Lakeside subject to this Declaration from the Assessments, provided that such part of Lakeside exempted is used (and as long as it is used) for any of the following purposes:

15.1. Any easement or other interest therein dedicated and accepted by the local public authority and devoted to public use;

15.2. Any real property interest held by a Telecommunications Provider;

15.3. Common Areas or other property owned by the Association;

15.4. Any of Lakeside exempted from ad valorem taxation by the laws of the State of Florida or exempted from- Assessments by other provisions of this Declaration;

### Section 16. Commencement of First Assessment.

Assessments shall commence as to each Owner on the day of the conveyance of title of a Lot to an Owner. Assessments shall commence as to each Builder on the day of the conveyance of title of a Lot or Parcel to the Builder.

The annual Assessments for any land, not owned by Declarant, hereafter annexed or added to the Association pursuant hereto, shall commence as to Class A and Class C Lots and Parcels within the annexed area on the first day of the month following annexation. The first annual Assessments thereafter shall be adjusted and prorated according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual Assessments against each Lot or Parcel in advance of each annual Assessment period. Written notice of the annual Assessment shall be sent to every Owner subject thereto. Unless otherwise established by the Board of Directors annual Assessments shall be collected on a quarterly basis. The due date for Special Assessments shall be as established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an Officer of the Association setting forth whether the Assessments on a specified Lot or Parcel have been paid. A properly executed certificate of the Association as to the status of Assessments on a Lot or Parcel shall be binding upon the Association as of the date of its issuance

### Section 17. Creation of the Lien and Personal Obligation.

Each Owner, by acceptance of a deed or instrument of conveyance for the acquisition of title to a Lot or Parcel shall be deemed to have covenanted and agreed that the Assessments, and other charges and fees set forth herein, together with interest, late fees, costs and reasonable attorneys' fees and paraprofessional fees at all levels of proceedings including appeals, collections and bankruptcy, shall be a charge and continuing lien in favor of the Association encumbering the real property and all personal property located thereon owned by the Owner against whom each such Assessment is made. The lien is 'effective from and after recording a Claim of Lien in the Public Records stating the legal description of the real property, name of the Owner, and the amounts due as of that date, but shall relate back to the date that this Declaration is recorded. The Claim of Lien shall also cover any additional amounts which accrue thereafter until satisfied. Each Assessment, together with interest, late fees, costs and reasonable attorneys' fees and paraprofessional fees at all levels including appeals, collections and bankruptcy, and other costs and expenses provided for herein, shall be the personal obligation of the person who was the Owner of the Lot at the time when the Assessment became due, as well as the Owner's heirs, devisees, personal representatives, successors or assigns.

### Section 18. Acceleration.

In the event of a default in the payment of any Assessment, the Association may accelerate the Assessments then due for up to the next ensuing twelve (12) month period.

### Section 19. Non-Payment of Assessments.

If any Assessment is not paid withiftfifteen (15) days (or such other period.of time established by the Board) after the date the Assessment is due, a late fee in the amount of $25.00 per month, together with interest thereon in an amount equal to the maximum rate allowable by law (or such lesser rate established by the Board), beginning from the due date of the Assessment until the Assessment is paid in full, may be levied upon the Owner. The late fee shall compensate the Association for administrative costs, loss of use of money, and accounting expenses. The Association may, at any time thereafter, bring an action at law against the Owner personally obligated to pay the same, and/or foreclose the lien against the Lot or Parcel, or both. The Association shall not be required to bring such an action if it believes that the best interests of the Association would not be served by doing so. There shall be added to the Assessment all costs expended in preserving the priority of the lien and all costs and expenses of collection, including attorneys' fees and paraprofessional fees, at all levels of proceedings, including appeals, collection and bankruptcy. No Owner may waive or otherwise escape liability for Assessments provided for herein by non-use of, or the waiver of the right to use the Common Areas or by abandonment of a Lot or Parcel.

### Section 20. Foreclosure.

The lien for sums assessed pursuant to this Declaration may be enforced by a judicial foreclosure action brought by the Association in the same manner in which mortgages on real property may be foreclosed in Florida.

In any such foreclosure, the Owner shall be required to pay all costs and expenses of foreclosure, including reasonable attorney's fees. All such costs and expenses shall be secured by the lien being foreclosed. The Owner shall also be required to pay to the Association, any Assessments against the Lot or Parcel which shall become due during the period of foreclosure, and the same shall be secured by the lien foreclosed and accounted for as of the date the Owner's title to the property is divested by foreclosure. The Association shall have the right and power to bid at the foreclosure or other legal sale to acquire the foreclosed property, and thereafter to hold, convey, lease, rent, encumber, use and otherwise deal with the same as the Owner thereof.

### Section 21. Homestead.

By acceptance of a deed thereto, the Owner and spouse thereof, if married, of each Lot or Parcel shall be deemed to have waived any exemption from liens created by this Declaration or the enforcement thereof by foreclosure or otherwise, which may otherwise have been available by reason of the homestead exemption provisions of Florida law, if for any reason such are applicable. This Section is not intended to limit or restrict in any way the lien or rights granted to the Association by this Declaration, but to be construed in its favor.

### Section 22. Subordination of the Lien to Mortgages.

The lien for Assessments shall be subordinate to a bona fide lien of any first mortgage which is given to or held by a bank, savings and loan association, FNMA, GNMA, insurance company, mortgage company or other institutional lender, or which is guaranteed or insured by the FHA or VA if the mortgage is recorded in the Public Records prior to the Claim of Lien. The lien for Assessments shall not be affected by any sale or transfer of a Lot, except in the event of a sale or transfer of a Lot pursuant to a foreclosure (or by deed in lieu of foreclosure or otherwise) of a bona fide first mortgage held by a Lender, in which event, the acquirer of title, its successors and assigns, shall not be liable for such sums secured by a lien for Assessments encumbering the Lot or chargeable to the former Owner of the Lot, which became due prior to such sale or transfer. However, any such unpaid Assessments for which such acquirer of title is not liable may be reallocated and assessed to all Owners (including such acquirer of title) as a part of Operating Costs.

Any sale or transfer pursuant to a foreclosure (or by deed in lieu of foreclosure or otherwise) shall not relieve the Owner from liability for, nor the Lot from the lien of any Assessments made thereafter. Nothing herein contained shall be construed as releasing the party liable for any delinquent Assessments from the payment thereof, or the enforcement of collection by means other than foreclosure. A Lender shall give written notice to the Association if the mortgage held by such Lender is in default.

### Section 23. Special Assessment for Maintenance Obliqations of Owners.

In the event an Owner obligated to maintain, replace or repair a Boundary wall, or portion thereof, pursuant to hereto shall fail to do so, the Association, upon ten (10) days prior written notice sent via certified mail, return receipt requested, may have such work performed, and the cost thereof shall be specially assessed against such Lot or Parcel, which Assessment shall be secured by the lien set forth hereinabove.

### Section 24. Rights to Pay Assessments and Receive Reimbursement.

Association, Declarant, and any Lender of a Home shall have the right, but not the obligation, jointly and severally, and at their sole option, to pay any Assessments or other charges which are in default and which may or have become a lien or charge against any Home. If so paid, the party paying the same shall be subrogated to the enforcement rights of Association with regard to the amounts due.

### Section 25. Payment of Home Real Estate Taxes.

Each Owner shall pay all taxes and obligations relating to its Lot which, if not paid, could become a lien against the property which is superior to the lien for Assessments created by this Declaration.

### Section 26. Working Capital Fund.

Association has established a working capital fund for the operation of the Association (the 'Working Capital Fund"). There shall be due and owing to the Association from each Owner that purchases a Lot or Parcel from the Declarant, at the time of conveyance, a charge of Two hundred Dollars ($200.00). The Working Capital Fund shall be used to reduce the deficit that might otherwise be funded by Declarant or for any other purposes deemed appropriate by Declarant or the Association. Without limiting the foregoing, no portion of the Working Capital Fund shall be used for the payment of legal fees or litigation expenses. To the extent of any deficiencies in the Common Areas, the Association shall use the Working Capital Fund to remedy such deficiencies before making any claim against the Declarant. Moreover, the total amount of such funds and interest accrued thereon, if any, shall be a set-off against any amounts payable' by Declarant to the Association. Amounts paid into the Working Capital Fund are not to be considered as advance payments of any Assessments and may be used by the Association for any purpose whatsoever, except as set forth above, including without limitation, reducing funding obligations, if any, of the Declarant relative to the Association. Notwithstanding anything herein to the contrary, the Declarant shall have the option to waive contributions to the Working Capital Fund.

### Section 27. Resale Capital Contribution.

Association will establish a resale capital contribution account ("Resale Capital Contribution"). There shall be collected upon every conveyance of an ownership interest in a Lot by an Owner other than the Declarant an amount payable to the Association. The amount of the Resale Capital Contribution shall be Two Hundred Dollars ($200.00) and the manner of payment shall be determined by resolution of the Board from time to time; provided, however, except as herein provided, all Lots shall be assessed a uniform amount.

### Section 28. Assessment Estoppel Certificates.

No Owner shall sell or convey any or all of its interest in a Lot unless all sums due the Association have been paid in full and an estoppel certificate in recordable form shall have been received by such Owner. Association shall prepare and maintain a ledger noting Assessments due from each Owner. The ledger shall be kept in the office of the Association, or its designees, and shall be open to inspection by any Owner during normal business hours. Within ten (10) days of a written request therefor, there shall be furnished to an Owner, or its agent, an estoppel certificate in writing setting forth whether the Assessments have been paid and the amount which is due, if any, as of any date. As to parties other than Owners who, without knowledge of error, rely on the certificate, the certificate shall be conclusive evidence of the amount of any Assessment therein stated. The Owner requesting the estoppel certificate shall be required to pay Association a reasonable sum to cover the costs of examining records and preparing such estoppel certificate. Each Owner waives its rights (if any) to an accounting related to Operating Costs or Assessments.

### Section 29. Mortgagee Right.

Each Lender may request in writing that the Association notify such Lender of any default of the Owner of the Lot subject to the Lender's Mortgage under the Association documents which default is not cured within thirty (30) days after the Association learns of such default. A failure by the Association to furnish notice to any Lender shall not result in liability of the Association because such notice is given as a courtesy to a Lender and the furnishing of such notice is not an obligation of the Association to Lender.

## ARTICLE VII - GENERAL PLAN

### Section 1. Additions to Properties.

Additional land within the area described on attached Exhibit "F", may be brought within the jurisdiction and control of the Association in the manner specified in Section 2 of this Article and made subject to all the terms of this Declaration as if the Properties were initially included within the terms hereof, provided such is done within seven (7) years from the date this instrument is recorded and provided further that the VA or FHA approves such action. Notwithstanding the foregoing, however, under no circumstances shall the Declarant be required to make such additions, and until such time as such additions are made to the Properties in the manner hereinafter set forth, neither the Exhibit "F" land nor any other real property owned by the Declarant or any other person or party whomsoever, other than the Properties, shall in any way be affected by or become subject to this Declaration. Any land which is added to the Properties as provided in this Article shall be developed only for use as designated on the Master Plan, unless the VA or FHA shall approve or consent to an alternate land use.

Notwithstanding anything contained in this Section, the Declarant neither commits to, nor warrants or represents, that any such additional development shall occur.

### Section 2. Annexation and Withdrawal.

2.1. Annexation by Declarant. Prior to the Turnover Date, additional lands may be annexed into Lakeside by Declarant. Except for applicable governmental approvals (if any), no consent to such annexation shall be required from any other party (including, but not limited to, the Association, Owners or any Lenders of any Parcel or Lot). Such annexed lands shall be brought within the provisions and applicability of this Declaration by the recording of an amendment to this Declaration in the Public Records. The amendment shall subject the annexed lands to the covenants, conditions, and restrictions contained in this Declaration as fully as though the annexed lands were described herein as a portion of Lakeside. Such amendment may contain additions to, or modifications of, the covenants, conditions, and restrictions contained in this Declaration as deemed appropriate by Declarant and as may be necessary to reflect the different character, if any, of the annexed lands.

2.2. Annexation by Association. After the Turnover Date, and subject to applicable governmental approvals (if any), additional lands may be annexed upon the following (I) approval of sixty-six and 2/3 percent (66 2/3%) of the Board; and (ii) seventy-five percent (75%) of the votes present (in person or by proxy) at a duly called meeting of the Members in which there is a quorum.

2.3. Withdrawal. Prior to the Turnover Date, any portions of Lakeside together with any additions made thereto may be withdrawn by Declarant from the provisions and applicability of this Declaration by the recording of an amendment to this Declaration in the Public Records. The right of Declarant to withdraw portions of land from Lakeside shall not apply to any Lot which has been conveyed to an Owner unless that right is specifically reserved in the instrument of conveyance and the prior written consent of the Owner is obtained. The Association shall have no right to withdraw land from Lakeside.

### Section 3. General Plan of Development.

The Declarant has heretofore submitted to the Hillsborough County Planning Commission a plan of development (the "General Plan") for the land which may become subject to this Declaration, showing a general indication of the size and location of additional developments which may be added in subsequent stages and proposed land uses in each; the approximate size and location of Common Area for each stage; and the general nature of any proposed Common Area facilities and improvements. Such General Plan shall not bind the Declarant to make any such additions or adhere to the General Plan. Such General Plan may be amended or modified by the Declarant, in whole or in part, at any time, or discontinued.

### Section 4. Plan of Development.

The planning process for Lakeside is an ever-evolving one and must remain flexible in order to be responsible to and accommodate the needs of Declarant's buyers. Subject to the Title Documents, Declarant may wish to and has the right to develop Lakeside and adjacent property owned by Declarant into residences, comprised of homes, villas, coach homes, townhomes, zero lot line homes, patio homes, multi-family homes, condominiums, rental apartments, and other forms of residential dwellings, as well as commercial development. The existence at any point in time of walls, landscape screens, or berms is not a guaranty or promise that such items will remain or form part of Lakeside as finally developed.

### Section 5. Procedure for Making Additions to the Properties.

Additions to the Properties may be made, and thereby become subject to this Declaration by, and only by, one of the following procedures:

5.1. Additions in Accordance with a General Plan of Development. The Declarant, shall have the right from time to time, in its sole discretion and without need for consent or approval by either the Association or its members, to bring within the jurisdiction and control of the Association and make subject to the scheme of this Declaration any or all of the additional land as described on Exhibit "F" attached hereto, provided that such additions are in accordance with the General Plan on file with the Hillsborough County Planning Commission or any amendments or modifications thereof.

5.2. Mergers. Upon a merger or consolidation of the Association with another non-profit corporation as provided in its Articles, its property (whether real, personal or mixed), rights and obligations may, by operation of law, be transferred to the surviving or consolidated corporation or, alternatively, the property, rights and obligations of the other non-profit corporation may, by operation of law, be added to the property, rights and obligations of the Association as the surviving corporation pursuant to a merger. The surviving or consolidated corporation may administer the covenants and restrictions established by this Declaration within the Properties together with the covenants and restrictions established upon any other land as one scheme. No such merger or consolidation, however, shall effect any revocation, change or addition to the covenants established by this Declaration within the Properties. No such merger or consolidation sfiall be effective unless approved by eighty percent (80%) of the vote of each class of voting members of the Association present in person or by proxy at a meeting of members called for such purpose, and by VA or FHA.

### Section 6. General Provisions Regarding Additions to the Properties.

6.1. The additions authorized under Section 2.1 of this Article shall be made by the Declarant filing of record a Supplement to Declaration of Covenants, Conditions and Restrictions with respect to the additional land extending the scheme of the covenants and restrictions of this Declaration to such land, except as hereinafter provided in Section 6.4. Such supplement need only be executed by the Declarant and shall not require the joinder or consent of the Association or its members. Such Supplement may contain such complementary additions and modifications of the covenants and restrictions contained in this Declaration as may be necessary to reflect the different character, if any, of the added land or permitted use thereof. In no event, however, shall such Supplement revoke, modify or add to the covenants established by this Declaration as such affect the land described on attached Exhibit "A".

6.2. Regardless of which of the foregoing methods is used to add additional land to the terms and provisions of this Declaration, no addition shall revoke or diminish the rights of the Owners of the Properties to the utilization of the Common Area as established hereunder except to grant to the Owners of the land being added to the Properties the right to use the Common Area according to the terms and conditions as established hereunder, and the right to vote and be assessed as hereinafter provided.

6.3. Prior to the addition of any land pursuant to Section 2.1 of this Article, the Declarant shall submit to VA or FHA plans for the development thereof.

6.4. Notwithstanding anything to the contrary contained in this Article VII or elsewhere in this Declaration, so long as Lennar Homes, Inc. and Windward Homes, Inc., its successors or assigns, shall hold only an option to purchase, and not have fee simple title, to any land described on attached Exhibit "F", such land may not be added to the Declaration pursuant to this Article VII without the joinder of the fee simple title owner thereof being joined of the holders of any and all mortgage liens, if any, located thereon.

6.5. Nothing contained in this Article VII shall obligate the Declarant to make any additions to the property presently under this Declaration.

### Section 7. Voting Rights of the Declarant as to Additions to the Properties.

The Declarant shall have no voting rights as to the Exhibit "F" land or any portion thereof until such land or portion thereof is actually added to the Properties in accordance with the provisions of this Article. Upon such land or portion thereof being added to the Properties, the Declarant shall have the Class B membership voting rights as to the Lots and Parcels thereof as is provided by Article IV, Section 6 of this Declaration.

### Section 8. Assessment Obligation of the Declarant as to Additions to the Properties.

The Declarant shall have no Assessment obligation as to the Exhibit "F" land or any portion thereof until such land or portion thereof is actually added to the Properties in accordance with the provisions of this Article. As to such added land, the Declarant shall be exempt from annual Assessments with regard to Lots and Parcels which it owns, upon the same terms and conditions as contained in Article VI, Section 9 of this Declaration, and shall have the same right as therein provided to waive its exemption, and become subject to Assessment.

### Section 9. Voting Rights of Owners,Other than the Declarant as to Additions to the Properties.

Any Lots or Parcels as shown on Exhibit "F", attached hereto which are added to the Properties and are owned by Owners other than the Declarant, shall be entitled to voting rights identical to those granted to Class C members.

### Section 10. Assessment Obligation of Owners other than the Declarant as to Additions to the Properties.

Any Lots or Parcels as shown on Exhibit "F" attached hereto which are added to the Properties which are owned by Owners other than the Declarant shall be subject to Assessments, both annual, special and otherwise in accordance with the terms and provisions of this Declaration. Assessments shall be collected in the same manner as all other Owners of Lots and Parcels as applicable, within the Properties.

## ARTICLE VIII - ARCHITECTURAL CONTROL

### Section 1 Architectural Control Committee.

The ACC shall be a permanent committee of the Association and shall administer and perform the architectural and landscape review and control functions relating to Lakeside. The ACC shall consist of a minimum of three (3) members who shall initially be named by Declarant and who shall hold office at the pleasure of Declarant. Until the Community Completion Date, Declarant shall have the right to change the number of members on the ACC, and to appoint, remove, and replace all members of the ACC. Declarant shall determine which members of the ACC shall serve as its chairman and co-chairman. In the event of the failure, refusal, or inability to act of any of the members appointed by Declarant, Declarant shall have the right to replace any member within thirty (30) days- of such occurrence. if Declarant fails to replace that member, the remaining members of the ACC shall fill the vacancy by appointment. From and after the Community Completion Date, the Board shall have the same rights as Declarant with respect to the ACC.

### Section 2. Membership.

There is no requirement that any member of the ACC be an Owner or a member of the Association.

### Section 3. General Plan.

It is the intent of this Declaration to create a general plan and scheme of development for Lakeside. Accordingly, the ACC shall have the right to approve or disapprove all architectural, landscaping, and improvements within Lakeside by Owners or Builders, other than Declarant. The ACC Shall have the right to evaluate all prans and specifications as to harmony of exterior design, landscaping, location of any proposed improvements, relationship to surrounding structures, topography and conformity with such other reasonable requirements as shall be adopted by ACC. The ACC may impose standards for construction and development which may be greater or more stringent than standards prescribed in applicable building, zoning, or other local governmental codes. Prior to the Community Completion Date, any additional standards or modification of existing standards shall require the consent of Declarant, which may be granted or denied in its sole discretion.

### Section 4. Master Plan.

Declarant has established an overall Master Plan for Lakeside. Notwithstanding the above, or any other document, brochures or plans, Declarant reserves the 'right to modify the Master Plan or any site plan at any time as it deems desirable, in its sole discretion and in accordance with applicable laws and ordinances. WITHOUT LIMITING THE FOREGOING, DECLARANT OR ITS AGENTS OR ASSIGNS, MAY PRESENT TO THE PUBLIC OR TO OWNERS RENDERINGS, PLANS, MODELS, GRAPHICS, TOPOGRAPHICAL TABLES, SALES BROCHURES, OR OTHER PAPERS RESPECTING LAKESIDE. SUCH RENDERINGS, PLANS, MODELS, GRAPHICS, TOPOGRAPHICAL TABLES, SALES BROCHURES, OR OTHER PAPERS ARE NOT A GUARANTEE OF HOW LAKESIDE WILL APPEAR UPON COMPLETION AND THE DECLARANT RESERVES THE RIGHT TO CHANGE ANY AND ALL OF THE FOREGOING AT ANY TIME AS DECLARANT DEEMS NECESSARY IN ITS SOLE AND ABSOLUTE DISCRETION.

### Section 5. Community Standards.

Each Owner or Builder, its contractors and employees shall observe, and comply with, the Community Standards which now or may hereafter be promulgated by the ACC and approved by the Board from time to time. The Community Standards shall be effective from the date of adoption and shall be specifically enforceable by injunction or otherwise. The Community Standards shall have the effect of covenants as if set forth herein verbatim. The Community Standards shall not require any Owner to alter the improvements previously constructed by Declarant. Until the Community Completion Date, Declarant shall have the right to approve the Community Standards, which approval, may be granted in its sole discretion:

### Section 6. Quorum.

A majority of the committee members of the ACC shall constitute a quorum to transact business at any meeting held by the ACC. The actions of a majority members present at a meeting at which a quorum is present shall constitute the action of the ACC. In lieu of a meeting, the ACC members may act in writing.

### Section 7. Power and Duties of the ACC.

No improvements shall be constructed on a Lot or Parcel, no exterior of a Home shall be repainted, no landscaping, sign, or improvements erected, removed, planted, or maintained on a Lot or Parcel, nor shall any material addition to or any change, replacement, or alteration of the improvements as originally constructed by Declarant (visible from the exterior of the Home) be made until the plans and specifications showing the nature, kind, shape, height, materials, floor plans, color scheme, and the location of same shall have been submitted to and approved in writing by the ACC.

### Section 8. Procedure.

In order to obtain the approval of the ACC, each Owner or Builder shall observe the following:

8.1. Each applicant shall submit an application to the ACC with respect to any proposed improvement or material change in an improvement, together with the required application(s) and other fee(s) as established by the ACC. The applications shall include such information as may be required by the application form adopted by the ACC. The ACC may also require submission of samples of building materials and colors proposed to be used. At the time of such submissions, the applicant shall, if requested, submit to the ACC, such site plans, plans and specifications for the proposed improvement, prepared and stamped by a registered Florida architect or residential designer, and landscaping and irrigation plans, prepared by a registered landscape architect or designer showing all existing trees and major vegetation stands and surface water drainage plan showing existing and proposed design grades, contours relating to the predetermined ground floor finish elevation, pool plans and specifications and the times scheduled for completion, all as reasonably specified by the ACC.

8.2. In the event the information submitted to the ACC is, in the ACC's opinion, incomplete or insufficient in any manner, the ACC may request and require the submission of additional or supplemental information. The applicant shall, within fifteen (15) days thereafter, comply with the request.

8.3. No later than thirty (30) days after receipt of all information required by the ACC for final review, the ACC shall approve or deny the application in writing. The ACC shall have the right to refuse to approve any plans and specifications which are not suitable or desirable, in the ACC's sole discretion, for aesthetic or any other reasons or to impose qualifications and conditions thereon. In approving or disapproving such plans and specifications, the ACC shall consider the suitability of the proposed improvements, the materials of which the improvements are to be built, the site upon which the improvements are proposed to be erected, the harmony thereof with the surrounding area and the effect thereof on adjacent or neighboring property. In the event the ACC fails to respond within said thirty (30) day period, the application shall be deemed disapproved by the ACC.

84. Construction of all improvements shall be completed within the time period set forth in the application and approved by the ACC.

8.5. In the event that the ACC disapproves any application, the applicant may request a rehearing by the ACC for additional review of the disapproved improvements. The meeting shall take place no later than thirty (30) days after written request for such meeting is received by the ACC, unless applicant waives this time requirement in writing. The ACC shall make a final written decision no later than thirty (30) days after, such meeting. In the event the ACC fails to provide such written . decision within said thirty (30) days, the application for improvements shall be deemed 'disapproved.

8.6. Upon final disapproval (even if the members of the Board and ACC are the same), the applicant may appeal the decision of the ACC to the Board within thirty (30) days of the ACC's written review and disapproval. Review by the Board shall take place no later than thirty (30) days subsequent to the receipt by the Board of the Owner's or Builder's request therefore. If the Board fails to hold such a meeting within thirty (30) days after receipt of request for such meeting, then the application shall be deemed approved. The Board shall make a final decision no later than sixty (60) days after such meeting. In the event the Board fails to provide such written decision within said sixty (60) days after such meeting, such application shall be deemed approved.

The decision of the ACC, or if appealed, the Board, shall be final and binding upon the applicant, its heirs, legal representatives, successors and assigns.

### Section 9. Alterations.

Any and all alterations, deletions, additions and changes of any type or nature whatsoever to then existing improvements or the plans or specifications previously approved by the ACC, shall be subject to the approval of the ACC in the same manner as required for approval of original plans and specifications.

### Section 10. Variances.

The Board of Directors of the Association or the ACC shall have the power to grant variances from any requirements set forth in this Declaration or from the Community Standards, on a case by case basis, provided that the variance sought is reasonable and results from a hardship upon the applicant. The granting of a variance shall not nullify or otherwise affect the right to require strict compliance with the requirements set forth herein or in the Community Standards on any other occasion.

### Section 11. Permits.

The Owner or Builder is solely responsible to obtain all required building and other permits from all governmental authorities having jurisdiction.

### Section 12. Construction by Owners or Builders.

The following provisions govern construction activities by Owners or Builders after consent of the ACC has been obtained:

12.1. Each Owner or Builder shall deliver to the ACC, if requested, copies of all construction and building plans and permits when received by the Owner or Builder. Each construction site in Lakeside shall be maintained in a neat and orderly condition throughout construction. Construction activities shall be performed on a diligent, work manlike and continuous basis. Roadways, easements, swales, Common Areas and other such areas in Lakeside shall be kept clear of construction vehicles, construction materials and debris at all times. No construction office or trailer shall be kept within Lakeside nor any construction materials shall be stored within Lakeside subject, however, to such conditions and requirements as may be promulgated by the ACC. All refuse and debris shall be removed or deposited in a .dumpster on a daily basis. No materials shall be deposited or permitted to be deposited in any canal or waterway or Common Areas or other Lot or Parcel within Lakeside or be placed anywhere outside of the Home upon which the construction is taking place. No hazardous waste or toxic materials shall be stored, handled and used, including, without limitation, gasoline and petroleum products, except in compliance with all applicable federal, state and local statutes, regulations and ordinances, and shall not be deposited in any manner on, in or within the construction or adjacent property or waterways. All construction activities shall comply with the Community Standards. If a contractor, Owner or Builder shall fail in any regard to -comply with the requirement of this Section, the ACC may require that such contractor, Owner or Builder to post a security bond with the Association in such form and amount as deemed appropriate by the ACC in its sole discretion.

12.2. Each Owner or Builder shall be provide to the ACC, if requested, a list (name, address, telephone number and identity of contact person), of all contractors, subcontractors, materialmen and suppliers (collectively, "Contractors") and changes to the list as they occur relating to construction, who will be providing materials or services to the property. Each Contractor, its employees, agents, subcontractors and materialmen shall utilize those roadways and entrances into Lakeside as are designated by the ACC for construction activities. The ACC shall have the right to require that each person or party check in at the designated construction entrances and the right to refuse entrance to persons and parties whose names are not registered with the ACC.

12.3. Each Owner or Builder is responsible for insuring compliance with all terms and conditions of these provisions and of the Community Standards. In the event of any violation of any such terms or conditions; or the continued refusal of any owner, employee or contractor to comply with such terms and conditions, after five (5) days' notice and right to cure, the ACC shall have, in addition to the other rights hereunder, the right to prohibit the violating employee or contractor from performing any further services in Lakeside.

12.4. The ACC may, from time to time, adopt standards governing the performance or conduct of Owners, Builders or Contractors and their respective employees within Lakeside. Each Owner, Builder or Contractor shall comply with such standards and cause its respective employees to also comply with same. The ACC may also promulgate requirements to be inserted in all contracts relating to construction within Lakeside and each Owner or Builder shall include the same therein.

### Section 13. Inspection.

There is specifically reserved to Association and ACC and to any agent or member of either of them, the right of entry and inspection upon any portion of Lakeside at any time within reasonable daytime hours, for the purpose of determination whether there exists any violation of the terms of any approval or the terms of this Declaration or the Community Standards.

### Section 14. Violation.

If any improvement shall be constructed or altered without prior written approval, or in a manner which fails to conform with the approval granted, the Owner or Builder shall, upon demand of Association or the ACC, cause such improvement to be removed, or restored until approval is obtained or in order to comply with the plans and specifications originally approved. The Owner or Builder shall be liable for the payment of all costs of removal or restoration, including all costs and attorneys' fees and paraprofessional fees at all levels including appeals, collections and bankruptcy, incurred by Association or ACC. The costs shall be deemed an Individual Assessment and enforceable pursuant to the provisions of this Declaration, including but not limited to the placing of a lien upon the Lot or Parcel. The ACC and/or Association is specifically empowered to enforce the architectural and landscaping provisions of this Declaration and the Community Standards, by any legal or equitable remedy.

### Section 15. Court Costs.

In the event that it becomes necessary to resort to litigation to determine the propriety of any constructed improvement or to cause the removal of any unapproved improvement, Association and/or ACC shall be entitled to recover court costs, expenses and attorneys' fees and paraprofessional fees at all levels, including appeals, collections and bankruptcy, in connection therewith.

### Section 16. Certificate.

In the event that any Owner or Builder fails to comply with the provisions contained herein, the Community Standards, or other Rules and Regulations promulgated by the ACC, Association and/or ACC may, in addition to all other remedies contained herein, record a Certificate of Non-Compliance against the Lot stating that the improvements on the Lot fail to meet the requirements of this Declaration and that the Lot is subject to further enforcement remedies.

### Section 17. Certificate of Compliance.

If requested by an Owner or Builder, prior to the occupancy of any improvement constructed or erected on any Lot by other than Declarant, or its designees, the Owner or Builder thereof shall obtain a Certificate of Compliance from the ACC, certifying that the Owner or Builder has complied with the requirements set forth herein. The ACC may, from time to time, delegate to a member or members of the ACC, the responsibility for issuing the Certificate of Compliance. The issuance of a Certificate of Compliance does not abrogate the ACC's rights as set forth herein.

### Section 18. Exemption.

Notwithstanding anything to the contrary contained herein, or in the Community Standards, any improvements of any nature made or to be made by Declarant, or its nominees, including, without limitation, improvements made or to be made to the Common Areas any Lot or Parcel, shall not be subject to the review of the ACC, Association, or the provisions of the Community Standards.

### Section 19. Exculpation.

Declarant, Association, the directors or officers of the Association, the ACC, the members of the ACC, or any person acting on behalf of any of them, shall not be liable for any cost or damages incurred by any Owner or Builder or any other party whatsoever, due to any mistakes in judgment, negligence, or any action of Declarant, Association, ACC or their members, officers, or directors, in connection with the approval or disapproval of plans and specifications. Each Owner or Builder agrees, individually and on behalf of its heirs, successors and assigns by acquiring title to a Lot, that it shall not bring any action or suit against Declarant, Association or their respective directors or officers, the ACC or the members of the ACC, or their respective agents, in order to recover any damages caused by the actions of Declarant, Association, or ACC or their respective members, officers, or directors in connection with the provisions of this Section. Association does hereby indemnify, defend and hold Declarant and the ACC, and each of their members, officers, and directors harmless from all costs, expenses, and liabilities, including attorneys' fees and paraprofessional fees at all levels, including appeals, of all nature resulting by virtue of the acts of the Owners, Builders, Association, ACC or their members, officers and directors. Declarant, Association, its directors or officers, the ACC or its members, or any person acting on behalf of any of them, shall not be responsible for any defects in any plans or specifications or the failure of same to comply with applicable laws or code nor for any defects in any improvements constructed pursuant thereto. Each party submitting plans and specifications for approval shall be solely responsible for the sufficiency thereof and for the quality of construction performed pursuant thereto.

## ARTICLE IX - GENERAL PROVISIONS

### Section 1. Maintenance by Owners.

All lawns, landscaping and sprinkler systems and any property, structures, improvements and appurtenances not maintained by the Association shall be well maintained and kept in first class, good, safe, clean, neat and attractive condition consistent with the general appearance of Lakeside by the Owner of each Lot. Each Owner shall be responsible for maintaining all grass, landscaping and improvements within any portion of a Lot or Parcel that is fenced.

1.1. Right of Association to Enforce. Association shall have the right to enforce Lawn Maintenance Standards as set forth in the Community Standards as promulgated by the Board of Directors, by all necessary legal action. In the event that Association is the prevailing party with respect to any litigation respecting the Lawn Maintenance Standards, it shall be entitled to recover all of its attorney's fees and paraprofessional fees and costs, at trial and upon appeal.

1.2. Landscaping and Irrigation of Lots: Removal of Sod and Shrubbery; Additional Planting.

1.2.1. Following the conveyance of a Lot by Declarant to an Owner, no landscaping other than that which is installed in connection with the construction of the Home and annuals planted by an Owner, shall be permitted to be installed without the prior written approval of the ACC.

12.2. All grass and landscaping located within any rear yard of a Lot that is fenced, shall be maintained by the Owner. No gardens, Jacuzzis, fountains, playground equipment, pools, screened rooms, or other permitted improvements shall be constructed within the rear yard of a Lot without the prior written approval of the ACC, unless installed by the Declarant.

1.2.3. No sod, topsoil, tree or shrubbery shall be removed from Lakeside, no change in the elevation of such areas shall be made and no change in the condition of the soil or the level of the land of such areas shall be made which results in any change in the flow and drainage of surface water which the ACC, in its sole discretion, considers detrimental or potentially detrimental to person or property.

1.2.4. No landscape lighting shall be installed by an Owner without the prior written approval of the ACC.

1.3. Common Area Enclosed by a Private Fence. If an Owner has installed a fence or wall, subject to ACC approval, around a Home, or upon any portion of the Lot, then such Owner must maintain any portion of the Common Areas that is no longer readily accessible to Association.

1.4. Weeds and Refuse. No weeds, underbrush, or other unsightly growth shall be permitted to be grown or remain upon any Lot. No refuse or unsightly objects shall be allowed to be placed or suffered to remain upon any Lot.

1.5. Driveway Easement. Each Owner shall be responsible to repair any damage to a driveway which comprises part of a Home, including, but not limited to, any damage caused by Association or by the holder of any easement over which such driveway is constructed. Each Owner, by acceptance of a deed to a Lot, shall be deemed to have agreed to indemnify and hold harmless the Association and the holder of any such easement, including without limitation, all applicable utility companies and governmental agencies, their agents, servants, employees and elected officials, from and against any and all actions or claims whatsoever arising out of the use of the Common Areas and any easement or the construction and/or maintenance of any driveway in that portion of the Common Areas, easement area, or in a public right-of- way between the boundary of such Owner's Lot and the edge of the adjacent paved roadway.\_ Further, each Owner agrees to reimburse Association any expense incurred in repairing any damage to such driveway in the event that such Owner fails to make the required repairs, together with interest at the highest rate allowed by law.

### Section 2. Lake and Canal Common Areas.

The rear yard of some Lots may contain lake slopes. It is the responsibility of Association to maintain the 4 to 1 lake slopes and banks and/or canal slopes and banks from the water plus 10 feet landward. It is the responsibility of the Association to maintain any grass that may be located thereon. Erosion of slopes and banks is possible due to drainage or roof culvert outfalls and runoff can effect the integrity of the lake or canal bank. The Association should perform maintenance if the lake bank erodes more than one (1) foot from its original shape. It is recommended that any maintenance to correct such erosion be performed during the months of November through April. Further, Association shall ensure that lake and canal banks and slopes remain free of any structural or landscape encroachments so as to permit vehicular access for maintenance when needed. The Association may establish from time to time additional maintenance standards for the lake and canal maintenance by Owners who own Lots adjacent to Common Area waterbodies (the "Lake Slope Maintenance Standards"). Such standards may include requirements respecting compaction and strengthening of lake banks. Association shall have the right to inspect such lake and canal slopes and banks to insure that each Owner has complied with its obligations hereunder and under the Lake Slope Maintenance Standards. Each Owner hereby grants the Association an easement of ingress and egress across his or her Lot to all adjacent lake and canal areas for the purpose of maintenance and insuring compliance with the requirements of this provision and the Lake Slope Maintenance Standards. For the purposes of this Declaration, each day that an Owner fails to comply with the requirements of this paragraph or any Lake Slope Maintenance Standards shall be deemed a separate and independent violation of this Declaration.

### Section 3. Use Restrictions.

3.1. Alterations and Additions. No material alteration, addition or modification to a Lot, Parcel or home, or material change in the appearance thereof, shall be made without the prior written approval thereof being first had and obtained from the ACC as required by this Declaration.

3.2. Animals. No animals of any kind shall be raised, bred or kept within Lakeside for commercial purposes. Owners may keep domestic pets as permitted by Hillsborough County ordinances up to a limit of three (3) such pets and otherwise in accordance with the Rules and Regulations established by the Board from time to time. Notwithstanding the foregoing, pets may be kept or harbored in a home only so long as such pets or animals do not constitute a nuisance. A determination by the Board that an animal or pet kept or harbored in a Home is a nuisance shall be conclusive and binding on all parties. All pets shall be walked on a leash. No pet shall be permitted outside a Home unless such pet is kept on a leash or within a fenced yard of a Lot. No pet or animal shall be "tied out on the exterior of the Home or in the Common Areas, or left unattended in a yard or on a balcony, porch, or patio. No dog runs or enclosures shall be permitted on any Lot. When notice of removal of any pet is given by the Board, the pet shall be removed within forty-eight (48) hours of the giving of the notice. All pets shall defecate only in the "pet walking" areas within Lakeside designated for such purpose, if any, or on that Owner's Lot. The person walking the pet or the Owner shall clean up all matter created by the pet, whether in pet walking areas or upon any Owner's Lot. Each Owner shall be responsible for the activities of its pet. Notwithstanding anything to the contrary, seeing eye dogs shall not be governed by the restrictions contained in this Section.

3.3. Artificial Vegetation. No artificial grass, plants or other artificial vegetation, or rocks or other landscape devices, shall be placed or. maintained upon the exterior portion of any Home or Parcel, unless approved by the ACC.

3.4. Building Requirements. The living areas of the main structure, exclusive of open porches, garages, carports, patios, gazebos, and breezeways, shall not be less than 900 square feet for structures in 40' Lots, and not less than 1250 square feet 50' Lots.

3.5. Casualty, Destruction to Improvements. In the event that a Home or other improvement is damaged or destroyed by casualty loss or other loss, then within a reasonable period of time after such incident, the Owner thereof shall either commence to rebuild or repair the damaged Home or improvement and diligently continue such rebuilding or repairing until completion, or properly clear the damaged Home or improvement and restore or repair the Home as approved by the ACC. As to any such reconstruction of a destroyed Home or improvements, the same shall only be replaced as approved by the ACC. Repair work shall commence within three (3) months after the damage or destruction is sustained and shall be completed within nine (9) months after such event(s).

3.6. Commercial Activity. Except for normal construction activity, sale, and re-sale of a Lot, sale or re-sale of other property owned by Declarant, administrative offices of Declarant, no commercial or business activity shall be conducted in any Lot within Lakeside. Notwithstanding the foregoing, and subject to applicable statutes and ordinances, an Owner may maintain a home business office within a Home for such Owner's personal use; provided, however, business invitees customers, and clients shall not be permitted to meet with Owners in Homes unless the Board provides otherwise in the Rules and Regulations. No Owner may actively engage in any solicitations for commercial purposes within Lakeside. No solicitors of a commercial nature shall be allowed within Lakeside, without the prior written consent of Association. No garage sales are permitted, except as permitted by the Association. No day care center or facility may be operated out of a Home. Prior to the Community Completion Date, Association shall not permit any garage sales without the prior written consent of Declarant.

3.7. Completion and Sale of Units. No person or entity shall interfere with the completion and sale of Lots within Lakeside. Without limiting the foregoing, each Owner, by acceptance of a deed, agrees that picketing and posting negative signs is strictly prohibited.

3.8. Control of Contractors. Except for direct services which may be offered to Owners (and then only according to the Rules and Regulations relating thereto as adopted from time to time), no person other than an Association officer shall direct, supervise, or in any manner attempt to assert any control over any contractor of the Association.

3.9. Cooking. No cooking shall be permitted nor shall any goods or beverages be consumed on the Common Areas except in areas specifically designated for those purposes by the Association. The ACC shall have the right to prohibit or restrict the use of grills or barbeque facilities throughout Lakeside.

3.10. Decorations. No decorative objects including, but not limited to, birdbaths, light fixtures, sculptures, statues, or weather vanes shall be installed or placed within or upon any portion of Lakeside without the prior written approval of the ACC.

3.11. Disputes as to Use. If-there is any dispute as to whether the use of any portion of Lakeside complies with this Declaration, such dispute shall, prior to the Community Completion Date, be decided by Declarant, and thereafter by Association. A determination rendered by such party with respect to such dispute shall be final and binding on all persons concerned.

3.12. Drainage System. Once a drainage system or drainage facilities are installed by Declarant, the maintenance of such system and/or facilities thereafter shall be the responsibility of the Owner of the Lot which includes such system and/or facilities. In the event that such system or facilities (whether comprised of swales, pipes, pumps, waterbody slopes, or other improvements) is adversely affected by landscaping, fences, structures, or additions, the cost to correct, repair, or maintain such drainage system and/or facilities shall be the responsibility of the Owner of each Lot containing all or a part of such drainage system and/or facilities.

3.13. Extended Vacation and Absences. In the event a Home will be unoccupied for an extended period, the Home must be prepared prior to departure by: (I) notifying Association; (ii) removing all removable furniture, plants and other objects from outside the Home; and (iii) designating a responsible firm or individual to care for the Home, should the Home suffer damage or require attention, and providing a key to that firm or individual. The name of the designee shall be furnished to Association. Association shall have no responsibility of any nature relating to any unoccupied Home.

3.14. Fences/Walls/Screens. No walls or fences shall be erected or installed without prior written consent of the ACC and as set forth in the Community Standards. No chain link fencing of any kind shall be allowed except as noted herein. All screening and screened enclosures shall have the prior written approval of the ACC and shall be constructed utilizing white aluminum. Screening shall be charcoal in color. All enclosures of balconies or patios, including addition of vinyl windows, shall be approved by the ACC and all decks shall have the prior written approval of the ACC. Houses on Lots that abut lakes or conservation areas shall be permitted fences to of only black-vinyl coated chain link, with black posts and hardware, with a maximum height of four feet to a point 10 feet landward from the top of the 4 to 1 slope as outlined in Section 2 of this Article. Pressure treated wood fences must be constructed using Ultrawood or other approved pressure treated wood featuring a minimum of a forty (40) year warranty. Solid white PVC fences shall also be permitted. No fence shall exceed six (6) feet in height and shall not be located within in the front of any Lot.

3.1.5. Fuel Storage. No fuel storage shall be permitted within Lakeside, except as may be necessary or reasonably used for swimming pools, spas, barbeques, fireplaces or similar devices. All fuel tanks stored on any Lot shall be completely screened from view by landscaping or fence, such fence must be approved by the ACC prior to construction.

3.16. Garages. Each Home will have its own garage; 50' Lots will have a minimum of a two-car garage and 40' Lots will have a minimum of a one-car garage. No garage shall be converted into a general living area unless specifically approved by the ACC. - Garage doors shall remain closed at all times except when vehicular or pedestrian access is required. Each Home shall have a two-car driveway.

3.17. Garbage Cans. Trash collection and disposal procedures established by Association shall be observed at all times. No outside burning of trash or garbage is permitted. No garbage cans, supplies or other similar articles shall be maintained on any Lot so as to be visible from outside. Each Owner shall be responsible for properly depositing its garbage and trash within garbage cans and trash containers sufficient for pick-up by the appropriate collection agencies in accordance with the requirements of any such agency. All such trash receptacles shall be maintained in a sanitary condition and shall be shielded from the view of adjacent properties and streets. Garbage cans and trash containers shall not be placed outside the Home for pick-up earlier that 6:00 p.m. on the day preceding the pickup and must be removed by 6:00 p.m. on the day of pick-up.

3.18. General Use Restriction. Each Lot, the Common Areas and any portion of Lakeside shall not be used in any manner contrary to the Association Documents.

3.19. Holiday Lights and Other Lighting. Holiday lighting and decorations shall be permitted to be placed upon the exterior portions of the Home and upon the Lot in the manner permitted hereunder commencing on Thanksgiving and shall be removed not later than January 15th of the following year. The ACC may establish standards for holiday lights. The ACC may require the removal of any lighting that creates a nuisance (e.g., unacceptable spillover to adjacent Home) or excessive traffic.

3.20, Hurricane Shutters. Any hurricane shutters or other protective devices visible from outside a Home shall be of a type as approved by the ACC. Panel, accordion and roll-up style hurricane shutters may not be left closed during hurricane season. Any such approved hurricane shutters may be installed up to forty-eight (48) hours prior to the expected arrival of a hurricane and must be removed within seventy- two (72) hours after the end of a hurricane watch or warning or as the Board may determine otherwise. Except as the Board may otherwise decide, shutters may not be closed at any time other than a storm event.

3.21. Irrigation. Due to water quality, irrigation systems may cause staining on Homes, other structures or paved areas. It is each owner's responsibility to treat and remove any such staining. The Association may require, from time to time, that Owners adopt systems to prevent stains (e.g., automatic deionization systems). No Owner whose Lot adjoins a waterway or lake may utilize the water located within the waterway or lake to irrigate. The Association may use waterways and lakes to irrigate Common Areas, subject to applicable permitting and approval by governmental agencies. BY ACCEPTANCE OF A DEED TO A LOT OR PARCEL, EACH OWNER ACKNOWLEDGES THAT THE WATER LEVELS OF ALL LAKES AND WATERBODIES MAY VARY. THERE IS NO GUARANTEE BY DECLARANT OR ASSOCIATION THAT WATER LEVELS WILL BE CONSTANT OR AESTHETICALLY PLEASING AT ANY PARTICULAR TIME.

3.22. Clothes Hanging and Drying. All outdoor clothes hanging and drying activities shall be done in a manner so as not to be visible from any front street or side street or any adjacent or abutting property and are hereby restricted to the areas between the real dwelling line and the rear yard line and in the casts of Lots bordering a side street, to that portion of the afore-described area which is not between the side street and the side dwelling line. All clothes poles shall be capable of being lifted and removed by one (1) person in one (1) minute's time and shall be removed by the Owner when not in actual use for clothes drying purposes.

323. Lawful Use. No immoral, improper, offensive, unlawful or obnoxious use shall be performed upon any portion of Lakeside. All laws, zoning ordinances and regulations of all governmental entities having jurisdiction thereof shall be observed. The responsibility of meeting the requirements of governmental entities for maintenance, modification or repair of a portion of Lakeside shall be the same as the responsibility for maintenance and repair of the property concerned.

3.24. Leases. Homes may be leased, licensed or occupied only in their entirety and no fraction or portion may be rented. No bed and breakfast facility may be operated out of a Home. Individual rooms of a Home may not be leased on any basis. No Transient Tenants may be accommodated in a Home. All leases or occupancy agreements are subject to the following provisions:

(a) All lease agreements shall be in writing;

(b) All lease agreements, together with an application signed by both the Owner and tenant, in a form approved by the Association, shall be submitted to the Association for approval at least thirty (30) days prior to commencement of the lease term and shall require the written approval of the Association;

(c) The owner shall pay the lease application fee prescribed by the Association. The lease application fee shall be $50.00 unless otherwise amended by the Association;

(d) No lease may be for a term of less than one (1) year;

(e) No home may be leased more than two (2) times in any calendar year;

(f) the tenant, as part of the lease agreement, shall agree to abide by and adhere to the terms and conditions of the Declaration of Covenants, Conditions and Restrictions together with all Rules and Regulations and all policies adopted by the Association;

(g) the Owner shall agree to remove, at Owner's sole expense, by legal means, including eviction, his tenant should the tenant refuse or fail to abide by and adhere to the Declaration of covenants, Conditions and Restrictions, Rule and Regulations and any other policies adopted by the Association; and;

(h) all lease agreements shall require the Home to be used as a private single family residence.

Each Home shall be occupied only by an Owner or tenant, members of his or her family, overnight guests and professional care givers, as a residence and for no other purpose. The maximum number of occupants in any Home, including overnight guests and professional care givers, shall be as follows:

2 bedroom unit —3 persons

3 bedroom unit - 4 persons

4 bedroom unit- 6 persons

3.25. Minor's Use of Facilities. Parents shall be responsible for all actions of their minor children at all times in and about Lakeside. Declarant and the Association shall not be responsible for any use of the facilities by anyone, including minors.

3.26. Nuisances. No nuisance or any use or practice that is the source of unreasonable annoyance to others or which interferes with the peaceful possession and proper use of Lakeside is permitted. No firearms or fireworks shall be discharged within Lakeside. Nothing shall be done or kept within the Common Areas, or any other portion of Lakeside, including a Lot or Parcel which will increase the rate of insurance to be paid by Association.

3.27. Oil and Mining Operations. No oil, drilling development operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or on any Lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon or on any Lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted on any Lot.

328. Paint. Homes shall be repainted within forty-five (45) days of notice by the ACC. All exterior colors, including trim and accent colors must be approved by the ACC, unless a home is repainted with the original color scheme.

3.29. Vehicles. No motor vehicles shall be parked on the Properties or upon a Lot except upon a paved or concrete driveway or within a garage. No motor vehicles which are primarily used for commercial purposes, other than those present on business, nor any trailers, may be parked on the Properties unless inside a garage and concealed from public view. Boats, boat trailers, with the exception of paddle boats and canoes as set forth in paragraph 3.40 of this Article, campers, commercial trucks, commercial vans, motorcycles, recreational vehicles or lawn equipment shall be parked inside of garages and concealed from public view. No vehicles shall be stored on blocks, nor may inoperable vehicles or vehicles with parts removed by stored or parked in Lakeside except as may be temporarily required. No tarpaulin covers on vehicles shall be permitted anywhere within public view. For any Owner who drives an automobile issues by the County or other governmental entity (i.e. police cars), such automobile shall not be deemed to be a commercial vehicle and may be parked in the garage or driveway of the Home. No vehicles bearing a "for sale" sign shall be parked within the public view anywhere within Lakeside.

3.30. Personal Property. All personal property of Owners or other occupants shall be stored within the Home. No personal property, except customary patio furniture, may be stored on, nor any use made of, the Common Areas, any Lot or Parcel, or any other portion of Lakeside, which is unsightly or which interferes with the comfort and convenience of others.

3.31. Pools. No above-ground pools shall be permitted. All in-ground pools, hot tubs, spas and appurtenances installed shall require the prior written approval of the ACC as set forth in this Declaration. The design must incorporate, at a minimum, the following: (I) the composition of the material must be thoroughly tested and accepted by the industry for such construction; Op any swimming pool or spa located on any Lot shall have an elevation at the top of the pool of not over two (2) feet above the natural grade unless approved by the ACC; (iii) pool cages must be white in color, and screens must be charcoal in color and be otherwise of a design, and material approved by the ACC and shall be no higher than twelve (12) feet unless otherwise approved by the ACC; and (iv) pool screening shall in no event be higher than the roof line of the Home. Pool screening shall not extend beyond the sides of the Home without express approval by the ACC. All pools shall be adequately maintained and chlorinated (or cleaned with similar treatment). Unless installed by Declarant, no diving boards, slides, or platforms shall be permitted without ACC approval.

3.32. Removal of Soil and Additional Landscaping. Without the prior consent of the ACC, no Owner shall remove soil from any portion of Lakeside, change the level of the land within Lakeside, or plant landscaping which results in any permanent change in the flow and drainage of surface water within Lakeside. Owners may place additional plants, shrubs, or trees within any portion of their Lot with the prior approval of the ACC.

3.33. Roofs, Driveways and Pressure Treatment. Roofs, exterior surfaces and pavement, including, but not limited to, walks and drives, shall be pressure treated within thirty (30) days of notice by the ACC. No surface applications to driveways shall be permitted without the prior written approval of the ACC as to material, color and pattern. Such applications shall not extend beyond the front Lot line or include the sidewalk.

3.34. Satellite Dishes and Antennae. No television, radio or other electronic towers, aerials, antennas, satellite dishes or devises of any type for the reception or transmission of radio or television broadcasts or other means of communication shall hereafter be erected, constructed, placed or permitted to remain upon any Lot or upon any improvements thereon, except that this prohibition shall not apply to those antennas specifically covered by 47 C.F.R. Part 1, Subpart S, Section 1.4000 (or any successor provision) promulgated under the Telecommunications Act of 1996, as amended from time to time. The Association shall be empowered to adopt rules governing the types of antennas that are permissible hereunder and establishing reasonable, non-discriminatory restrictions relating to safety, location and maintenance of antennas.

To the extent that reception of an acceptable signal would not be impaired, an antenna permissible pursuant to rules of the Association may only be installed in a side or rear yard location, not visible from the street or neighboring property, and integrated with the Dwelling and surrounding landscape. Antennas shall be installed in compliance with all state and local laws and regulations, including zoning, land use, and building regulations.

3.35. Signs. No sign, billboard or advertising of any kind shall be displayed to public view on any of the Properties without the prior written approval of the ACC. Any such request submitted to the ACC shall be made in writing, accompanied by a drawing or plan for one (1) discreet professionally prepared sign not to exceed twenty four (24) inches in width and eighteen (18) inches in height, to be attached to a 2 x 4 no higher than three (3) feet from the ground. Such sign shall contain no other wording than "For Sale" or "For Rent", the name, address and telephone number of one (1) registered real estate broker, or a telephone number of an Owner or his agent. In no event shall more than one (1) sign ever be placed on any Lot. Notwithstanding the foregoing provisions, the Declarant specifically reserves the right, for itself and its agents, employees, nominees and assigns the right, privilege and easement to construct, place and maintain upon the Properties such signs as it deems appropriate in connection with the development, improvement, construction, marketing and sale of any of the Properties. Except as hereinabove provided, no signs or advertising materials displaying the 'names or otherwise advertising the identity of contractors, subcontractors, real estate brokers or the like employed in connection with the construction, installation, alteration or other improvement upon or the sale or leasing of the Properties shall be permitted.

3.36. Sports Equipment. No recreational, playground or sports equipment shall be installed or placed within or about any portion of Lakeside without prior written consent of the ACC. No basketball backboards, skateboard ramps, or play structures will be permitted without written approval by the ACC. Such approved equipment shall be located at the rear of the Lot or on the inside portion of corner Lot within the setback lines. Tree houses or platforms of a similar nature shall not be constructed on any part of a Lot. No basketball hoops shall be attached to a Home and any portable basketball hoops must be stored inside the Home, with the approval of the ACC. At no time may portable basketball hoops be left in front of a garage, upon the sidewalk, any easement or right-of-way, or in the street.

3.37. Storage. No temporary or permanent utility or storage shed, storage building, tent, or other structure or improvement shall be permitted and no other structure or improvement shall be constructed, erected, altered, modified or maintained upon the Lot without the prior approval of the ACC.

3.38. Subdivision and Regulation of Land. No portion of any Lot or Parcel shall be divided or subdivided or its boundaries changed without the prior written approval of Association. No Owner shall inaugurate or implement any variation from, modification to, or amendment of governmental regulations, land use plans, land development regulations, zoning, or any other development orders or development permits applicable to Lakeside, without the prior written approval of Declarant, which may be granted or deemed in its sole discretion.

3.39. Substances. No flammable, inflammable, combustible or explosive fuel, fluid, chemical, hazardous waste, or substance shall be kept on any portion of Lakeside or within any home, except those which are required for normal household use.

3.40. Swimming, Boating and Docks. Swimming will not be permitted in any waterbody within Lakeside. Boating on the lakes and waterbodies within Lakeside is not permitted. No private docks may be erected within any waterbody forming part of the Common Areas. Small boats such as canoes and paddleboats may be stored in a garage or within a fenced area and may not extend above the fence.

3.41. Visibility on Corners. Notwithstanding anything to the contrary, no obstruction to visibility at street intersections shall be permitted and such visibility clearances shall be maintained as required by the ACC and governmental agencies. No vehicles, objects, fences, walls, hedges, shrubs or other planting shall be placed or permitted on a corner Lot where such obstruction would create a traffic problem.

3.42. Wells and Septic Tanks. Except as may be installed by Declarant, no individual wells will be permitted on any Lot without the express written consent of the ACC and no individual septic tanks will be permitted on any Lot.

3.43. Wetlands Areas. Lakeside may contain preserves, wetlands, and/or mitigation areas. No Owner or other person shall take any action or enter onto nor remove anything from such areas so as to adversely affect the same. Such areas are to be maintained in their natural state.

3.44. Windows or Wall Units. No window or wall air conditioning unit may be installed in any window or wall of a Home.

3.45. Window Treatments. Window treatments shall consist of drapery, blinds, decorative panels, or other tasteful Window covering. No newspaper, aluminum foil, sheets or other temporary window treatments are permitted. No security bars shall be placed on the windows of any Home without prior written approval of the ACC. No awnings, canopies or shutters shall be affixed to the exterior of a Home without the prior written approval of the ACC. No reflective tinting or mirror finishes on windows shall be permitted unless approved by the ACC. The ACC shall have sole discretion in approval or disapproval of these items.

### Section 4. Non-Monetary Defaults.

In the event of a violation by any Owner, other than the nonpayment of any Assessment or other monies, of any of the provisions of this Declaration, Declarant or Association shall notify the Owner of the violation, by written notice. If such violation is not cured as soon as practicable and in any event within seven (7) days after such written notice, the party entitled to enforce same may, at its option:

4.1. Commence an action to enforce the performance on the part of the Owner or to enjoin the violation or breach or for equitable relief as may be necessary under the circumstances, including injunctive relief; and/or;

4.2. Commence an action to recover damages; and/or;

4.3. Take any and all action reasonably necessary to correct the violation or breach.

All expenses incurred in connection with the violation or breach, or the commencement of any action against any Owner, including reasonable attorneys' fees and paraprofessional fees at all levels including appeals, collections and bankruptcy, shall be assessed against the Owner, as an Individual Assessment, and shall be immediately due and payable without further notice.

### Section 5. No Waiver.

The failure of the Association or Declaration to enforce any right, provision, covenant or condition in this Declaration, shall not constitute a waiver of the right to enforce such right, provision, covenant or condition in the future.

### Section 6. Rights Cumulative.

All rights, remedies, and privileges granted to Declarant, Association and the ACC pursuant to any terms, provisions, covenants or conditions of this Declaration, or Community Standards, shall be deemed to be cumulative, and the exercise of any one or more shall neither be deemed to constitute an election of remedies, nor shall it preclude any of them from pursuing such additional remedies, rights or privileges as may be granted or as it might have by law.

### Section 7. Enforcement By or Against Other Persons.

In addition to the foregoing, the Declaration or Community Standards may be enforced by Declarant and, where applicable, Owners and the Association by any procedure at law or in equity against any person violating or attempting to violate any provision herein, to restrain such violation, to require compliance with-the provisions contained herein, to recover damages, or to enforce any lien created herein. The expense of any litigation to enforce this Declaration or Community Standards shall be borne by the person against whom enforcement is sought, provided such proceeding results in a finding that such person was in violation of this Declaration or the Community Standards.

### Section 8. Fines.

Except to the extent prohibited by law, in the event of a violation of the provisions contained herein by an Owner or a person acting by, through, or under an Owner, the Rules and Regulations, the Community Standards, or other documents promulgated by the ACC, the Association shall also have the right to levy reasonable fines, or suspend the privileges of the Owner or any person acting by, through, or under an Owner. Each fine shall be an Individual Assessment and enforceable pursuant to the provisions of this Declaration and the By-Laws. The decisions of the Association shall be final. Fines shall be in such reasonable and uniform amounts as the Association shall determine. Suspensions and fines shall be imposed in the manner provided in Section 720.305 of the Florida Statutes, as amended from time to time. The Board shall have the authority to promulgate additional procedures from time to time.

### Section 9. Additional Rights of Declarant.

9.1. Sales and Administrative Offices. Declarant shall have the perpetual right to take such action reasonably necessary to transact any business necessary to consummate the development of Lakeside and sales and re-sales of Lots and other properties owned by Declarant . This right shall include, but not be limited to, the right to maintain models, sales offices and parking associated therewith, have signs on any portion of Lakeside, including Common Areas, employees in the models and offices without the payment of rent or any other fee, maintain offices in models and use of the Common Areas. The sales office and signs and all items pertaining to development and sales remain the property of Declarant. Declarant shall have all of the foregoing rights without charge or expense. Without limiting any other provision of this Declaration, Declarant may assign its rights hereunder. The rights reserved hereunder shall extend beyond the Community Completion Date.

9.2. Modification. The development and marketing of Lakeside will continue as deemed appropriate in Declarant's sole discretion, and nothing in this Declaration or Community Standards, or otherwise, shall be construed to limit or restrict such development and marketing. It may be necessary or convenient for the development of Lakeside to, as an example and not a limitation, amend a Plat or the Master Plan, modify the boundary lines of the Common Areas, grant easements, dedications, agreements, licenses, restrictions, reservations, covenants, rights-of-way, and to take such other actions 'which Declarant, or its agents, affiliates, or assignees may deem necessary or appropriate. The Association and Owners shall, at the request of Declarant, execute and deliver any and all documents and instruments which Declarant deems necessary or convenient, in its sole and absolute discretion, to accomplish the same.

9.3. Promotional Event. Prior to the Community Completion Date, Declarant shall have the right, at any time, to hold marketing, special, or promotional events within Lakeside and on the Common Areas, without any charge for use. Declarant, its agents, affiliates, or assignees shall have the right to market Lakeside and property within Lakeside in advertisements and other media by making reference to Lakeside, including, but not limited to, pictures or drawings of Lakeside, Common Areas, Parcels, Lots and Homes constructed in Lakeside. All logos, trademarks, and designs used in connection with Lakeside are the property of Declarant, and the Association shall have no right to use the same after the Community Completion Date except with the express written permission of Declarant. Without limiting any other provision of this Declaration, Declarant may assign its rights hereunder.

9.4. Use by Prospective Purchasers. Prior to the Community Completion Date, Declarant shall have the right; without charge, to use the Common Areas for the purpose of entertaining prospective purchasers of Lots, or other properties owned by Declarant outside of Lakeside.

9.5 Easements. Until the Community Completion Date, Declarant reserves the exclusive right to grant, in its sole discretion, easements, permits and licenses for ingress and egress, drainage, utilities service, maintenance, Telecommunications Services; and other purposes over, under, upon and across Lakeside so long as any said easements do not materially and adversely interfere with the intended use of Lots previously conveyed to Owners. By way of example, and not of limitation, Declarant may be required to take certain action, or make additions or modifications to the Common Areas in connection with an environmental program. All easements necessary for such purposes are reserved in favor of Declarant, in perpetuity, for such purposes. Without limiting the foregoing, Declarant may relocate any easement affecting a Lot, or grant new easements over a Lot, after conveyance to an Owner, without the joinder or consent of such Owner, so long as the grant of easement or relocation of easement does not materially and adversely affect the Owner's use of the Lot or the residence thereon. As an illustration, Declarant may grant as easement for Telecommunications Systems, irrigation, drainage lines or electrical lines over any portion of a Lot or Parcel so long as such easement is outside the footprint of the foundation of any residential improvement constructed on such Parcel. Declarant shall have the sole right to any fees of any nature associated therewith, including, but not limited to, license or similar fees on account thereof. Association and Owners will, without charge, if requested by Declarant: (a) join in the creation of such easements, etc., and cooperate in the operation thereof; and (b) collect and remit fees associated therewith, if any, to the appropriate party. Association will not grant any easements, permits or licenses to any other entity providing the same services as those granted by Declarant, nor will it grant any such easement, permit or license prior to the Community Completion Date without the prior written consent of Declarant which may be granted or denied in its sole discretion.

9.6. Right to Enforce. Declarant has the right, but not the obligation, to enforce the provisions of this Declaration and the Community Standards and to recover all costs relating thereto, including attorneys' fees and paraprofessional fees at all levels of proceeding, including appeals, collections and bankruptcy. Such right shall include the right to perform the obligations of Association and to recover all costs incurred in doing so.

9.7. Additional Development. If Declarant withdraws portions of Lakeside from the operation of this Declaration, Declarant may, but is not required to, subject to governmental approvals, create other forms of residential property ownership or other improvements of any nature on the property not subjected to or withdrawn from the operation of this Declaration. Declarant shall not be liable or responsible to any person or entity on account of its decision to do so or to provide, or fail to provide, the amenities and/or facilities which were originally planned to be included in such areas. If so designated by Declarant, owners or tenants of such other forms of housing or improvements upon their creation, may share in the use of all or some of the Common Areas and other facilities and/or roadways which remain subject to this Declaration. The expense of the operation of such facilities shall be allocated to the various users thereof, if at all, as determined by Declarant.

9.8. Representations. Declarant makes no representations concerning development both within and outside the boundaries of Lakeside including, but not limited to, the number, design, boundaries, configuration and arrangements, prices of all Lots or Parcels and buildings located thereon in all other proposed forms of ownership and other improvements on Lakeside or in Lakeside or adjacent to or near Lakeside, including, but not limited to, the size, location, configuration, elevations, design, building materials, height, view, airspace, number of homes, number of buildings, location of easements, parking and landscaped areas, services and amenities offered.

9.9. Telecommunications Services.

9.9.1. Right to Contract for Telecommunications Services. The Association shall have the right, but not the obligation, to enter into one or more contracts for the provision of one or more Telecommunications Services for all or any part of Lakeside. Prior to the Community Completion Date, all contracts between a Telecommunications Provider and the Association shall be subject to the prior written approval of Declarant. Declarant and/or its nominees, successors, assigns, affiliates, and licensees may contract with the Association and act as a Telecommunications Provider for one or. more Telecommunications Services, subject only to the requirements of41 applicable laws, statutes, and regulations. If Declarant is not the Telecommunications Provider for any particular Telecommunications Service, Declarant shall have the right to receive, on a perpetual basis, all or a portion of access fees and the revenues derived from such Telecommunications Service within Lakeside as agreed, from time to time, between the Telecommunications Provider and Declarant, provided, however, that no such fees may be imposed on a Telecommunications Provider except as provided in any written agreement between such Telecommunications Provider and Declarant and/or Association.

9.9.2. Easements. Declarant (I) reserves unto itself and its nominees, successors, assigns, affiliates, and licensees, and (II) grants to each Telecommunications Provider that has entered into an agreement with the Association respecting Telecommunications Services and/or Telecommunications Systems a perpetual right, privilege, easement and right-of-way across, over, under and upon Lakeside for the installation, construction and maintenance of Telecommunications Systems together with a perpetual right, privilege and easement of ingress and egress, access, over and upon Lakeside for installing, constructing, inspecting, maintaining, altering, moving, improving and replacing facilities and equipment constituting such Telecommunications Systems. If, and to the extent, Telecommunications Services provided by such Telecommunications Providers are to serve all of Lakeside, then the amounts payable to such Telecommunications Providers under their written agreements with the Association shall be part of Operating Costs of the Association and shall be assessed as a part of the Assessments.

9.9.3. Restoration. Upon the completion of any installation, upgrade, maintenance, repair, or removal of the Telecommunications Systems or any part thereof, each Telecommunications Provider shall restore the relevant portion of the Common Areas and any Lot to as good a condition as that which existed prior to such installation, maintenance, repair or removal.. Failure by such Telecommunications Provider to commence such restoration within twenty (20) days after receiving written notice from the Association of such failure or the Telecommunications Providers failure to complete such restoration within ninety (90) days of commencement shall vest in the Association the right (but not the obligation) to restore or cause to be restored such portion of the Common Areas or Lot disturbed by such work, all at such Telecommunications Provider's sole cost and expense, except for in emergency situations whereby the Association may restore or cause to be restored such disturbed portion of the Common Areas or Lot immediately. In the event that the Association exercises the right of self-help, each Telecommunications Provider agrees in advance that the Association shall have the sole right to (I) elect the contractors to perform such work and (ii) determine the extent of required restoration. This remedy of self-help is in addition to all other remedies of Association hereunder. All reasonable expenses incurred by the Association in connection with such restoration shall be paid by Telecommunications Provider within twenty (20) days of completion of restoration and delivery to the Telecommunications Provider of the Association's invoice therefore. Any expenses not so paid when due shall bear interest from the due date at the rate of twelve (12%) percent per annum, unless otherwise provided for in an agreement between the Association and a Telecommunications Provider.

### Section 10. Non-Liability

NOTWITHSTANDING ANYTHING TO THE CONTRARY IN THE ASSOCIATION DOCUMENTS, ASSOCIATION SHALL NOT BE LIABLE OR RESPONSIBLE FOR, OR IN ANY MANNER A GUARANTOR OR INSURER OF, THE HEALTH, SAFETY OR WELFARE OF ANY OWNER, OCCUPANT OR USER OF ANY PORTION OF LAKESIDE INCLUDING, WITHOUT LIMITATION, RESIDENTS AND THEIR FAMILIES, GUESTS, LESSEES, LICENSEES, INVITEES, AGENTS, SERVANTS, CONTRACTORS,-AND/OR SUBCONTRACTORS OR FOR ANY PROPERTY OF ANY SUCH PERSONS. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING:

10.1. IT IS THE EXPRESS INTENT OF THE ASSOCIATION DOCUMENTS THAT THE VARIOUS PROVISIONS THEREOF WHICH ARE ENFORCEABLE BY ASSOCIATION AND WHICH GOVERN OR REGULATE THE USES OF LAKESIDE HAVE BEEN WRITTEN, AND ARE TO BE INTERPRETED AND ENFORCED, FOR THE SOLE PURPOSE OF ENHANCING AND MAINTAINING THE ENJOYMENT OF LAKESIDE AND THE VALUE THEREOF; AND

10.2. ASSOCIATION IS NOT EMPOWERED, AND HAS NOT BEEN CREATED, TO ACT AS AN AGENCY WHICH ENFORCES OR ENSURES THE COMPLIANCE WITH THE LAWS OF THE STATE OF FLORIDA AND/OR HILLSBOROUGH COUNTY OR PREVENTS TORTUOUS ACTIVITIES; AND

10.3. THE PROVISIONS OF THE ASSOCIATION DOCUMENTS SETTING FORTH THE USES OF ASSESSMENTS WHICH RELATE TO HEALTH, SAFETY, AND WELFARE SHALL BE INTERPRETED AND APPLIED ONLY AS LIMITATIONS ON THE USES OF ASSESSMENT FUNDS AND NOT AS CREATING A DUTY OF THE ASSOCIATION TO PROTECTOR FURTHER THE HEALTH, SAFETY, OR WELFARE OF ANY PERSON(S), EVEN IF ASSESSMENT FUNDS ARE CHOSEN TO BE USED FOR ANY SUCH REASON.

EACH OWNER (BY VIRTUE OF HIS ACCEPTANCE OF TITLE TO A LOT) AND EACH OTHER PERSON HAVING AN INTEREST IN OR LIEN UPON, OR MAKING A USE OF, ANY PORTION OF LAKESIDE (BY VRTUE OF ACCEPTING SUCH INTEREST OR LIEN OR MAKING SUCH USE) SHALL BE BOUND BY THIS SECTION AND SHALL BE DEEMED TO HAVE AUTOMATICALLY WAIVED ANY AND ALL RIGHTS, CLAIMS, DEMANDS AND CAUSES OF ACTION AGAINST ASSOCIATION ARISING FROM OR CONNECTED WITH ANY MATTER FOR WHICH THE LIABILITY OF THE ASSOCIATION HAS BEEN DISCLAIMED IN THIS SECTION OR OTHERWISE. AS USED IN THIS SECTION, "ASSOCIATION" SHALL INCLUDE WITHIN ITS MEANING ALL OF ASSOCIATION'S DIRECTORS, OFFICERS, COMMITTEE AND BOARD MEMBERS, EMPLOYEES, AGENTS, CONTRACTORS (INCLUDING MANAGEMENT COMPANIES, SUBCONTRACTORS, SUCCESSORS AND ASSIGNS).

### Section 11. Resolution of Disputes.

BY ACCEPTANCE OF A DEED, EACH OWNER AGREES THAT THE ASSOCIATION DOCUMENTS ARE VERY COMPLEX; THEREFORE, ANY CLAIM, DEMAND, ACTION, OR CAUSE OF ACTION, WITH RESPECT TO ANY ACTION, PROCEEDING, CLAIM, COUNTERCLAIM, OR CROSS CLAIM, WHETHER IN CONTRACT OR IN TORT (REGARDLESS IF THE TORT ACTION IS PRESENTLY RECOGNIZED OR NOT), BASED ON, ARISING OUT OF, IN CONNECTION WITH OR IN ANY WAY RELATED TO ASSOCIATION DOCUMENTS, INCLUDING ANY COURSE OF CONDUCT, COURSE OF DEALING, VERBAL OR WRITTEN STATEMENT, VALIDATION, PROTECTION, ENFORCEMENT ACTION OR OMISSION OF ANY PARTY SHOULD BE HEARD IN A COURT PROCEEDING BY A JUDGE AND NOT A JURY IN ORDER TO BEST SERVE JUSTICE. DECLARANT

[FINAL PART OF SECTION 11, SECTIONS 12, 13 AND PART OF 14 ARE MISSING – THEY ARE RECORDED IN OR BOOK 12286, PAGE 2016.]

Declarant in an amendment to the Declaration placed in the Public Records of Hillsborough County, Florida.

### Section 15. Refund of Taxes and Other Charges.

Unless otherwise provided herein, the Association agrees that any taxes, fees or other charges paid by Declarant to any governmental authority, utility company or any other entity which at a later date are refunded in whole or in part, shall be returned to Declarant in the event such refund is received by the Association.

### Section 16. Assignment of Powers.

All or any part of the rights, exemptions and powers and reservations of Declarant herein contained may be conveyed or assigned in whole or part to other persons or entities by an instrument in writing duly executed, acknowledged, and, at Declarant's option, recorded in the Public Records.

### Section 17. Information to Lenders and Owners.

17.1. Availability. There shall be available for inspections upon request, during normal business hours or under other reasonable circumstances, to Owners and Lenders current copies of the Association Documents.

17.2. Copying. Any Owner and/or Lender shall be entitled, upon written request, and at its cost, to a copy of the documents referred to above.

17.3. Notice. Upon written request by a Lender (identifying the name and address of the Lender and the name and address of the applicable Owner), the Lender will be entitled to timely written notice of.

17.3.1. Any condemnation loss or casualty loss which affects a material portion of a Lot to the extent Association is notified of the same;

17.3.2. Any delinquency in the payment of Assessments owed by an Owner of a Lot subject to a first mortgage held by the Lender, which remains uncured for a period of sixty (60) days;

17.3.3. Any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained hereunder;

17.3.4. Any proposed action (if any) which would require the consent of a specific mortgage holder

### Section 18. Homes.

18.1. Requirement to Maintain Insurance. Each Owner shall be required to obtain and maintain adequate insurance of his or her Home. Such insurance shall be sufficient for necessary repair or reconstruction work-, and shall cover the costs to demolish a damaged Home as applicable, remove the debris, and to resod and landscape land comprising the Lot. Upon the request of Association, each Owner shall be required to supply the Board with evidence of insurance coverage on his Home which complies with the provisions of this Section. Without limiting any other provision of this Declaration or the powers of Association, the Association shall specifically have the right to bring an action to require an Owner to comply with his or her obligations hereunder.

18.2. Requirement to Reconstruct or Demolish. In the event that any Home is destroyed by fire or other casualty, the Owner of such Home shall do one of the following: (i) the Owner shall commence reconstruction and/or repair of the Home ("Required Repair"), or (ii) the Owner shall tear the Home down, remove all the debris, and resod and landscape the property comprising the Home as required by the ACC ("Required Demolition"), If an Owner elects to perform the Required Repair, such work must be commenced within thirty (30) days of the Owner's receipt of the insurance proceeds respecting such Home. If an Owner elects to perform the Required Demolition, the Required Demolition must be completed within three (3) months from the date of the casualty or such longer period of time established by the Board in its sole and absolute discretion. If an Owner elects to perform the Required Repair, such reconstruction and/or repair must be continued in a continuous, diligent, and timely manner. Without limiting any other provision of this Declaration or the powers of the Association, the Association shall have a right to bring an action against an Owner who fails to comply with the foregoing requirements. By way of example, Association may bring an action against an Owner who fails to either perform the Required Repair or Required Demolition on his or her Home within the time periods and in the manner provided herein. Each Owner acknowledges that the issuance of a building permit or a demolition permit in no way shall be deemed to satisfy the requirements set forth herein, which are independent of, and in addition to, any requirements for completion of work or progress requirements set forth in applicable statutes, zoning codes, and/or building codes.

18.3. Standard of Work. The standard for all demolition, reconstruction, and other work performed as required by this Section shall be in accordance with the Community Standards and ACC Standards together with and any other standards established by Association with respect to any casualty that affects all or a portion of Lakeside.

18.4. Additional Rights of Association. If an Owner refuses or fails, for any reason, to perform the Required Repair or Required Demolition as herein provided, then Association, in its sole and absolute discretion, by and through its Board is hereby irrevocably authorized by such Owner to perform the Required Repair or Required Demolition. All Required Repair performed by Association pursuant to this Section shall be in conformance with the original plans and specifications for the Home. Association shall have the absolute right to perform the Required Demolition to a Home pursuant to this Section if any contractor certifies in writing to Association that such Home cannot be rebuilt or repaired. The Board may levy an Individual Assessment against the Owner in whatever amount sufficient to adequately pay for Required Repair or Required Demolition performed by Association.

18.5. Association Has No Liability. Notwithstanding anything to the contrary in this Section, Association, its directors and officers, shall not be liable to any Owner should an Owner fail for any reason whatsoever to obtain insurance coverage on a Home. Moreover, Association, its directors and officers, shall not be liable to any person if Association does not enforce the rights given to Association in this Section.

### Section 19. Deed Restrictions.

In addition to this Declaration, the Declarant may record for parts of the Properties specific deed restrictions applicable thereto either by master instrument or individually recorded instruments. Such deed restrictions may vary as to different parts of the Properties in accordance with the Declarants development plan and the location, topography and intended use of the land made subject thereto. To the extent that part of the Properties are made subject to such specific deed restrictions, such land shall be subject to both the specific deed restrictions and this Declaration. The Association shall have the duty and power to enforce such deed restrictions if expressly provided for therein, and to exercise any authority granted to it by them.

### Section 20. Enforcement.

The Association, and any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration or as may be expressly authorized by deed restrictions as described in Section 1 above. Failure of the Association or any Owner to enforce any covenant or restriction herein or therein contained shall in no event be deemed a waiver of the right to do so thereafter. If a person or party is found in the proceedings to be in violation of or attempting to violate the provisions of this Declaration or such deed restrictions, he shall bear all expenses of the litigation, including court costs and reasonable attorney's fees (including those on appeal) incurred by the party enforcing them. Declarant shall not be obligated to enforce this Declaration or such deed restrictions and shall not in any way or manner be held liable or responsible for any violation of this Declaration or such deed restrictions by any person other than itself.

20.1. Rules and Regulations. The Board of Directors is specifically granted the power to pass rules and regulations for purposes of enforcing this Declaration.

20.2. Enforcement — General. Failure of an Owner to comply with a provision in this Declaration or a provision in the By-Laws, Articles of Incorporation or Rules and Regulations of the Association shall provide the Association with the right to bring legal action in law or in equity, including but not limited to an action for injunctive relief, damages, or a combination thereof. All costs and expenses incurred by the Association in terminating or resolving a violation of this Declaration, inclusive of attorneys' fees (whether or not litigation is instituted) shall be the responsibility of the Owner determined by the Association to be in violation. Collection of such attorneys' fees may be enforced by any method in this Declaration providing for the collection of a Periodic Assessment, including but not limited to a foreclosure proceeding.

20.3. Special Assessment for Non-Compliance. In addition to all other remedies provided in this Declaration, the Board of Directors, in its sole discretion, may levy a Special Assessment upon an Owner for failure of the Owner, his family, guests, invitees, or employees, to comply with any provision in this Declaration or the Articles, By-Laws or Rules and Regulations of the Association, provided that the following procedures are followed:

20.3.1. Notice. The Association shall notify the Owner of the infraction or infractions. Included in the Notice shall be the date and time of the next Board of Directors meeting at which the Owner shall present testimony as to why the Special Assessment should not be imposed.

20.3.2. Hearing. The non-compliance shall be presented to the Board of Directors at the time and place provided in the notice, at which meeting a hearing shall be conducted for purposes of obtaining testimony as to the levying of a Special Assessment in the event that it is determined that a violation has in fact occurred. A written decision of the Board of Directors shall be submitted to the Owner not later than twenty-one (21) days after the hearing.

20.3.3. Amount of Special Assessment. The Board of Directors may impose the following Special Assessments against the Owner of the Lot, Home or Parcel in the event a violation is found:

(i) First Non-Compliance for Violation: A Special Assessment in an amount not in excess of $100.00 or the highest amount set by applicable Florida law.

(ii) Second Non-Compliance for Violation: A Special Assessment in an amount not in excess of $500.00 or the highest amount set by applicable Florida law.

(iii) Third and Subsequent Non-Compliance violation or Violations which are of a Continuing Nature: A fine in an amount not in excess of $1,000,00 or the highest amount set by applicable Florida law.

The above Special Assessments may be increased as allowed by statute.

20.3.4. Due Date of Special Assessment. A Special Assessment as provided in this Article shall be due and owing not later than thirty (30) days after the written decision as provided in sub-section 3(iii) above.

20.3.5. Enforcement of Special Assessment. Any Special Assessment levied in accordance with this Article may be enforced by the Association in the same manner as the enforcement of a Special Assessment provided for in Article VI of this Declaration.

### Section 21. Severability.

Invalidation of any one of these covenants or restrictions by law, judgment or court order shall in no way effect any other provisions, and such shall remain full force and effect.

### Section 22. Amendment.

22.1. General Restrictions on Amendments. Notwithstanding any other provision herein to the contrary, no amendment to this Declaration shall affect the rights of Declarant unless such amendment receives the prior written consent of Declarant, which may be withheld for any reason whatsoever. No amendment shall alter the provisions of this Declaration benefitting Lenders without the prior approval of the Lender(s) enjoying the benefit of such provisions. 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 this Declaration, then the prior written consent of such entity or agency must also be obtained. No amendment shall be effective until it is recorded in the Public Records.

22.2. Amendments Prior to the Turnover Date. Prior to the Turnover Date, Declarant shall have the right to amend this Declaration as it deems appropriate, without the joinder or consent of any person or entity whatsoever. Such amendments may include, without limitation, the creation of easements for Telecommunications Systems, utility, drainage, ingress and egress and roof overhangs over any portion of Lakeside; additions or deletions from the properties comprising the Common Areas; changes in the Rules and Regulations, and modifications of restrictions on the Lots, and maintenance standards for landscaping. Declarant's right to amend under this provision is to be construed as broadly as possible. By way of example, and not as a limitation, Declarant may create easements over Lots conveyed to Owners provided that such easements do not prohibit the use of such Lots as residential homes. In the event that Association shall desire to amend this Declaration prior to the Turnover Date, the Association must first obtain Declarant's prior written consent to any proposed amendment. Thereafter, an amendment identical to that approved by Declarant may be adopted by Association pursuant to the requirements for amendments from and after the Turnover Date. Thereafter, Declarant shall join in such identical amendment so that its consent to tile same will be reflected in the Public Records.

22.3. Amendments From and After the Turnover Date. After the Turnover Date, but subject to the general restrictions on amendments set forth above, this Declaration may be amended with the approval of (I) sixty six and 2/3 percent (66 2/3%) of the Board; and (ii) seventy-five percent (75%) of the votes present (in person or by proxy) at a duly called meeting of the members in which fifty-one percent (51%) of the members are present.

### Section 23. Exception.

Notwithstanding any provision of this Article to the contrary, the Declarant shall have the right to amend this Declaration, from time to time, so long as Declarant owns a Lot within the Properties, to make such changes, modifications and additions therein and thereto as may be requested or required by HUD, FHA, VA, FNMA, GNMA, or any other governmental agency or body as a condition to, or in connection with such agency's or body's agreement to make, purchase, accept, insure, guaranty or otherwise approve loans secured by mortgages on Lots or any other amendment which Declarant deems necessary provided such amendment does not destroy or substantially alter the general plan or scheme of development of the Properties. Any such amendment shall be executed by the Declarant and shall be effective upon its recording in the Public Records of Hillsborough County, Florida. No approval or joinder of the Association, other Owners, or any other party shall be required or necessary to such amendment. No such amendment, however, may adversely affect the lien or priority of any institutional first mortgagee recorded prior to the amendment.

### Section 24. VA/FHA Approval.

As long as there is a Class B membership, the following actions will require prior approval of the VA or FHA: annexation of additional land, dedication of Common Area, and amendment or termination of this Declaration. Any approval required of VA or FHA need not be recorded among the public records.

### Section 25. HUDNA Provisions.

So long as required in connection with HUD or VA financing of the purchase of Lots, the following provisions shall supersede other provisions herein to the contrary:

25.1. Annexation of additional properties into Lakeside, dedication of Common Areas, and amendment of this Declaration so as to materially affect the rights of Owners shall require the approval of HUD or VA, as applicable, at any time there is a Class B Membership.

25.2. The Common Areas cannot be mortgaged or conveyed without the consent of at least two-thirds of the Owners (excluding Declarant).

25.3. The Common Areas shall be conveyed to Association free and clear of all encumbrances before HUD and/or VA insures the first mortgage in Lakeside.

25.4. At any time Class B Membership (Declarant's weighted vote) exists, such Class B Membership shall cease and convert to Class A Membership upon the earlier of the following (the "Turnover Date"):

25.4.1. When the total votes outstanding in the Class A membership is equal to the total votes outstanding in the Class B membership; or

25.4.2. December 31, 2010; or

25.4.3. When Declarant waives in writing its right to Class B membership.

25.5. In addition to any other requirements for amendments set forth herein, the approval of two-thirds (2/3) of the Owners shall be required to amend this Declaration in any manner which materially affects the rights of the Owners.

### Section 26. FNMA Requirements.

Upon written request to the Association, identifying the name and address of the Institutional Lender, or insurer or guarantor thereof and the Lot number or address, any such eligible mortgage holder or eligible insurer or guarantor will be entitled to timely written notice of:

(a) any condemnation loss or any casualty loss which affects a material portion of any Lot on which there is a first mortgage held, insured, or guaranteed by such eligible mortgage holder or eligible insurer or guarantor, as applicable;

(b) any delinquency in the payment of Assessments or charges owed by any Owner of a Lot subject to a first mortgage held, insured or guaranteed by such eligible holder or eligible insurer or guarantor, which remains uncured for a period of sixty (60) days;

(c) any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association;

(d) any proposed action which would require the consent of a specified percentage of mortgage holders.

### Section 27. Dissolution.

27.1. Generally. In the event of the dissolution of Association without reinstatement within thirty (30) days, other than incident to a merger or consolidation, any Owner may petition the Circuit Court of the appropriate Judicial Circuit of the State of Florida for the appointment of a receiver to manage the affairs of the dissolved Association and to manage the Common Areas in the place and stead of Association, and to make of such provisions as may be necessary for the continued management of the affairs of the dissolved Association.

27.2. Applicability of Declaration after Dissolution. In the event of dissolution of Association, Lakeside and each Lot therein shall continue to be subject to the provisions of this Declaration, including, without limitation, the provisions respecting Assessments specified in this Declaration. Each Owner shall continue to be personally obligated to the successors or assigns of the Association for Assessments to the extent that Assessments are required to enable the successors or assigns of the Association to properly maintain, operate and preserve the Common Areas. The provisions of this Section shall only apply with regard to the maintenance, operation, and preservation of those portions of Lakeside which had been Common Areas and continue to be so used for the common use and enjoyment of the Owners.

### Section 28. Document Recordation by Owners Prohibited.

Neither Association nor any Owner, nor group of Owners, may record any documents which, in any way, affect or restrict the rights of Declarant or conflict with the provisions of this Declaration.

### Section 29. Conflicts.

In the event of any conflict among this Declaration, the Articles, By-Laws or any of the Association Documents, this Declaration shall control.

### Section 30. Authority of Board.

Except when a vote of the membership of Association is specifically required, all decisions, duties, and obligations of Association hereunder may be made by the Board of Directors of the Association and Owners shall be bound thereby.

### Section 31. Execution of Documents.

Declarant's plan of development for the Property (including, without limitation, the creation of one (1) or more special taxing districts) may necessitate from time to time the execution of certain documents as required by governmental agencies. To the extent that said documents require the joinder of Owners other than Declarant, Declarant, by its duly authorized officers, may, as the agent or the attorney-in-fact for the Owners, execute, acknowledge and deliver such documents (including, without limitation, any consents or other documents required by any governmental agencies in connection with the creation of any special taxing district); and the Owners, by virtue of their acceptance of deeds, irrevocably nominate, constitute and appoint Declarant, through its duly authorized officers, as their proper and legal attorneys-in-fact, for such purpose. Said appointment is coupled with an interest and is therefore irrevocable. Any such documents executed pursuant to this Section may recite that it is made pursuant to this Section. Notwithstanding the foregoing, each Owner agrees, by its acceptance of a deed to a Lot or Parcel or any other portion of Lakeside, to execute or otherwise join in any petition or other documents required in connection with the creation of a special taxing district relating to Lakeside or any portion(s) thereof.

### Section 32. Affirmative Obligation of Association.

In the event that Association believes that Declarant has failed in any respect to meet Declarant's obligations under this Declaration or has failed to comply with any of Declarant's obligations under law or the Common Areas are defective in any respect, Association shall give written notice to Declarant detailing the alleged failure or defect. Association agrees that once the Association has given written notice to Declarant pursuant to this. Section, Association shall be obligated to permit Declarant and its agents to perform inspections of the Common Areas and to perform all tests and make all repairs/replacements deemed necessary by Declarant to respond to such notice at all reasonable times. The Association agrees that any inspection, test, repair or replacement scheduled on a business day between 9 a.m. and 5 p.m. shall be deemed scheduled at a reasonable time. The rights reserved in this Section include the right of Declarant to repair or address, in Declarant's sole option and expense, any aspect of the Common Areas deemed defective by Declarant during, its inspections of the Common Areas. Association's failure to give the notice and/or otherwise comply with the provisions of this Section will damage Declarant. At this time, it is impossible to determine the actual damages Declarant might suffer. Accordingly, if Association fails to comply with its obligations under this Section in any respect, Association shall pay to Declarant liquidated damages in the amount of $250,000.00 which Association and Declarant agree is a fair and reasonable remedy.

### Section 33. Notices.

Any notice required to be sent to any person, firm, or entity under the provisions of this Declaration shall be deemed to have been properly sent when mailed, postpaid, to the last known address at the time of such mailing.

### Section 34. Florida Statutes.

Whenever this Declaration refers to the Florida Statutes, it shall be deemed to refer to the Florida Statutes as they exist on the date this Declaration is recorded except to the extent provided otherwise as to any particular provision of the Florida Statutes.

### Section 35. Construction Activities.

ALL OWNERS, OCCUPANTS AND USERS OF LAKESIDE ARE HEREBY PLACED ON NOTICE THAT (1) DECLARANT AND ITS AGENTS, CONTRACTORS, SUBCONTRACTORS, LICENSEES AND OTHER DESIGNEES AND/OR (2) ANY OTHER PARTIES WILL BE, FROM TIME TO TIME, CONDUCTING CONSTRUCTION ACTIVITIES, EXCAVATION, CONSTRUCTION AND OTHER ACTIVITIES WITHIN OR IN PROXIMITY TO LAKESIDE. BY THE ACCEPTANCE OF THEIR DEED OR OTHER CONVEYANCE OR MORTGAGE, LEASEHOLD, LICENSE OR OTHER INTEREST, AND BY USING ANY PORTION OF LAKESIDE, EACH SUCH OWNER, OCCUPANT AND USER AUTOMATICALLY ACKNOWLEDGES,, STIPULATES AND AGREES (1) THAT NONE OF THE AFORESAID ACTIVITIES SHALL BE DEEMED NUISANCES OR NOXIOUS OR OFFENSIVE ACTIVITIES, HEREUNDER OR AT LAW GENERALLY, (ii) NOT TO ENTER UPON, OR ALLOW THEIR CHILDREN OR OTHER PERSONS UNDER THEIR CONTROL OR DIRECTION TO ENTER UPON (REGARDLESS OF WHETHER SUCH ENTRY IS A TRESPASS OR OTHERWISE) ANY PROPERTY WITHIN OR IN PROXIMITY TO LAKESIDE WHERE SUCH ACTIVITY IS BEING CONDUCTED (EVEN IF NOT BEING ACTIVELY CONDUCTED AT THE TIME OF ENTRY, SUCH AS AT NIGHT OR OTHERWISE DURING NON-WORKING HOURS), (Hi) DECLARANT AND THE OTHER AFORESAID RELATED PARTIES SHALL NOT BE LIABLE FOR ANY AND ALL LOSSES, DAMAGES (COMPENSATORY, CONSEQUENTIAL, PUNITIVE OR OTHERWISE), INJURIES OR DEATHS ARISING FROM OR .RELATING TO THE AFORESAID ACTIVITIES, EXCEPT RESULTING DIRECTLY FROM DECLARANT'S GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, AND (iv) ANY PURCHASE OR USE OF ANY PORTION OF LAKESIDE HAS BEEN AND WILL BE MADE WITH FULL KNOWLEDGE OF THE FOREGOING.

### Section 36. Paramount Right of Declarant.

Notwithstanding anything to the contrary herein, prior to the Community Completion Date, Declarant shall have the paramount right to dedicate, transfer, or convey (by absolute conveyance, easement, or otherwise) portions of Lakeside for various public purposes or for the provision of Telecommunications Systems, or to make any portions of Lakeside part of the Common Areas, or to create and implement a special taxing district which may include all or any portion of Lakeside. In addition, the Common Areas of Lakeside may include decorative improvements, berms, waterfalls, and waterbodies.

IN WITNESS WHEREOF, the undersigned, being the Declarant herein, has caused this Declaration to be executed by its duly authorized officers and affixed its corporate seal

[See Original PDF document for signatures, seals, exhibits, etc.]

# ARTICLES OF INCORPORATION OF LAKESIDE COMMUNITY OWNERS ASSOCIATION, INC.

In compliance with the requirements of Chapter 617, Florida Statutes, the undersigned, being a resident of the State of Florida and of full age, hereby forms a corporation not for profit in accordance with the laws of the State of Florida, and certify as follows:

## ARTICLE I - NAME

The name of this corporation is LAKESIDE COMMUNITY OWNERS ASSOCIATION, INC., hereinafter called the "Association".

## ARTICLE II- PRINCIPAL OFFICE

The initial principal office of this Association shall be located at 4902 Eisenhower Blvd., Suite 380, Tampa, Florida 33634, which office may be changed from time to time by action of the Board of Directors.

## ARTICLE III - REGISTERED OFFICE AND AGENT

The name and street address of the initial registered agent and office of the Association shall be BETTY D. VALENTI, 4902 Eisenhower Blvd., Suite 380, Tampa, Florida 33634.

## ARTICLE IV — DEFINITIONS

A Declaration entitled Declaration of Restrictions and Covenants for Lakeside (the "Declaration") will be recorded in the Public Records of Hillsborough County, Florida, and shall govern all of the operations of a community to be known as Lakeside. All initially capitalized terms not defined herein shall have the meanings set forth in the Declaration.

## ARTICLE V - PURPOSE AND POWERS OF THE ASSOCIATION

This Association does not contemplate pecuniary gain or profit to its members. The specific purposes for which it is formed are to promote the health, safety, and general welfare of the residents within that certain real property, herein called the "Properties", described in that certain Declaration of Covenants, Conditions and Restrictions for Regency Village Townhomes, now or hereafter recorded among the Public Records of Hillsborough County, Florida, and any amendments or modifications thereof, herein called the "Declaration", relating to the Properties and any additions thereto as may hereafter be brought within the jurisdiction of the Association. The purposes of this Association shall include, without limitation of the foregoing, the maintenance and architectural control of the Lots and Common Area within the Properties, and carrying out, enforcing and otherwise fulfilling its rights and responsibilities under and pursuant to the Declaration. For the foregoing purposes, this Association Is empowered to:

(1) exercise all of the powers and privileges, and to perform all of the duties and obligations of the Association as set forth in the Declaration as the same may be amended from time to time as therein provided;

(2) fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Declaration, and to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of this Association, including all license fees, taxes, or governmental charges levied or imposed against the real or personal property of this Association;

(3) acquire, either by gift, purchase or otherwise, and to own, hold, improve, build upon, operate, maintain, convey, sell, lease or transfer, or otherwise dispose of real or personal property, or interests therein, in connection with the affairs of this Association;

(4) borrow money, and upon two-thirds (2/3) vote of each class of members, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(5) dedicate, sell, or transfer all or any part of this Association's property to any public body or governmental agency or authority, or any public or private utility for such purposes and subject to such conditions as may be agreed to by the members;

(6) grant "easements as to the Common Area to public and private utility companies, and to public bodies or governmental agencies or other entities or persons, without cost or charge, where convenient, desirable or necessary in connection with the development of the Properties, and the providing of utility and other services thereto; •

(7) participate In mergers and consolidations with other non-profit corporations organized for similar purposes, provided that any such merger or consolidation shall have been approved by a two-thirds (2/3) vote of each class of members;

(8) adopt, alter, amend, and rescind reasonable rules and regulations from time to time, which rules and regulations shall be consistent with the rights and duties established by the Declaration and with the provisions of these Articles of Incorporation;

(9) contract for the maintenance and management of the Common Area and to authorize a management agent to assist the Association in carrying out its powers and duties under the Declaration;

(10) to adopt such annual budgets as are necessary to carry out the provisions of the Declaration; and

(11) have and exercise any and all powers, rights, and privileges which a corporation organized under Chapter 617, Florida Statutes by law may now or hereafter have or exercise.

## ARTICLE VI MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee interest in any Lot which is subject by covenants of record to assessments by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any Lot which is subject to assessment by the Association..

## ARTICLE VII —VOTING RIGHTS

A. This Association shall be a membership corporation, without certificates of shares of stock.

B. Qualification for, and admission to, membership in the Association shall be regulated by the Declaration and the Bylaws of the Association.

C. The share of an owner or a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner, except as an appurtenance of such owner's or member's Lot.

D. There shall be three (3) classes of voting membership as set forth in the Declaration of Covenants, Conditions and Restrictions.

## ARTICLE VIII - BOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board of Directors, which so long as Class B membership exists, shall consist of five (5) directors, and thereafter shall consist of not less than five (5) nor more than nine (9) directors. Directors shall be members of the Association; provided, however, that so long as Class B membership shall exist, directors need not be members of the Association. The Initial Board of Directors shall consist of five (5) members. The names and addresses of the persons who are to act in the capacity of directors until their successors are elected and qualified, unless they sooner shall die, resign or be removed, are:

NAME ADDRESS

Nick Aparacio 4902 Eisenhower Blvd., Suite 289 Tampa, Florida 33634

T. Chad Horne 5402 Beaumont Center Blvd., Suite 108 Tampa, Florida 33634

David Nader 5402 Beaumont Center Blvd., Suite 108 Tampa, Florida 33634

Betty D. Valenti 4902 Eisenhower Blvd., Suite 289 Tampa, Florida 33634

Kenneth MacAulay 5402 Beaumont Center Blvd., Suite 1050 Tampa, Florida 33634

The initial Board of Directors herein designated shall serve until Class B membership has ceased and been converted to Class A membership and until the first annual membership meeting thereafter, at which time the members shall elect five (5) directors and terms of office of such directors shall be as set forth in the Bylaws. So long as Class B membership shall exist, any member of the Bgard of Directors may be removed, with or without cause, but only by the Class B member, and any vacancies occurring on the Board of Directors shall only be filled by appointment by the Class B member.

## ARTICLE IX - OFFICERS

The Association shall be administered by a president, vice president, secretary and treasurer, and such other officers as may be designated in the Bylaws, and shall be elected at the time and in the manner prescribed in the Bylaws. Officers need not be members of the Association. The names and addresses of the initial officers who shall serve until their successors are designated by the Board of Directors are as follows:

NAME OFFICE

Betty D. Valenti President

T. Chad Home Vice President

Nick Aparacio Secretary

David Nader Treasurer

## ARTICLE X - SUBSCRIBER

The name and address of the subscriber to these Articles of Incorporation is as follows:

NAME ADDRESS

Julius J. Zschau 2701. N. Rocky Point Drive, Suite 930 Tampa, Florida 33607

## ARTICLE XI - DISSOLUTION

This Association may be dissolved with the assent given in writing and signed by members entitled to cast not less than two-thirds (213) of the votes of each class of members. Upon dissolution of this Association, other than Incident to a merger or consolidation, the assets of this Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused accep¬tance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization to be devoted to such similar purposes, but in no event shall such assets inure to the benefit of any member or other private individual.

## ARTICLE XII - BYLAWS

The Bylaws of this Association shall be initially adopted by the Board of Directors. Thereafter, the Bylaws may be amended, altered or rescinded in the manner provided by the Bylaws.

## ARTICLE XIII - AMENDMENT OF ARTICLES

A. These Articles of Incorporation may be amended, from time to time, as follows:

(1) So long as there is a Class B Member, the Board of Directors may amend these Articles by a majority vote of the Directors.

Thereafter, these Articles may be amended as follows:

(2) If the Board of Directors wishes to amend the Articles, the Directors must adopt a resolution selling forth the proposed amendment and directing that it be submitted to a vote at an annual meeting or special meeting of members entitled to vote on the proposed amendment;

(3) Written notice setting forth the proposed amendment or a summary of the changes to be effected by the amendment must be given to each member entitled to vote;

(4) The proposed amendment must be adopted by a two-thirds (213) vote of all members entitled to vote present at the meeting either In person or by proxy; or

(5) Members entitled to vote on proposed amendments to the Articles may amend the Articles without action by the Directors at a meeting for which notice of the changes to be made is given and the assent of seventy-five percent (75%) of the entire membership.

B. Any number of amendments may be submitted and voted upon at any one meeting.

C. No amendment shall make any change in the rights of the Declarant without the written approval of the Declarant. No amendment shall be made that is in conflict with the Declaration.

D. No amendment shall be effective until a copy of such amendment shall have been• certified by the Secretary of State of the State of Florida and thereafter shall have been recorded in the Public Records of Hillsborough County, Florida.

## ARTICLE XIV - INDEMNIFICATION

Every director and every officer of the Association shall be indemnified by the Association to the fullest extent of the law against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed on him in connection with any proceeding or settlement of any proceeding to which he may be a party or in which he may become involved by reason of his being or having been a director or officer of the Association, whether or not he is a director or officer at the time such expenses are incurred. The foregoing right of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled.

## ARTICLE XV - DURATION

The corporation shall have perpetual existence.

## ARTICLE XVI - FHA/ VA APPROVAL

As long as there is a Class B membership, the following actions will require the prior approval of the Federal Housing Administration or the Veterans Administration: (1) annexation of additional properties; (2) mergers and consolidations; (3) mortgaging of Common Areas; (4) dedication of Common Area; (5) dissolution and amendment of these Articles.

## ARTICLE XVII- INTERPRETATION

Express reference is hereby made to the .terms, provisions, definitions, and rules of interpretation contained in the Declaration where necessary to interpret, construe, and clarify the provisions of these Articles. In subscribing and filing these Articles, it is the intent of the undersigned that the provisions hereof be consistent with the provisions of the Declaration and, to the extent not prohibited by law, that the provisions of these Articles and of the Declaration be interpreted, construed, and applied so as to avoid inconsistencies or conflicting results.

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of Florida, the undersigned, constituting the subscriber of this Association, has executed these Articles of Incorporation this

[SEE THE ORIGINAL PDF FOR SIGNATURES, SEALS, ETC.]

# BYLAWS OF LAKESIDE COMMUNITY OWNERS ASSOCIATION INC.

## ARTICLE I - NAME AND LOCATION

Section 1. Name. The name of the corporation is LAKESIDE COMMUNITY OWNERS ASSOCIATION, INC., a Florida corporation not for profit, hereinafter referred to as "the Association".

Section 2. Location. The principal office of the Association shall be located at 4902 Eisenhower Blvd., Suite 380, Tampa, Florida 33634, but meetings of members and directors may be held at such places within the State of Florida as may be designated by the Board of Directors.

## ARTICLE II- DEFINITIONS

1. "Articles" shall mean the Articles of Incorporation of LAKESIDE COMMUNITY OWNERS ASSOCIATION, INC., a Florida corporation not-for-profit.

2. "Association" shall mean and refer to LAKESIDE COMMUNITY OWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, its successors and assigns.

3. "Board" shall mean the Board of Directors of the Association.

4. "Bylaws" shall mean the Bylaws of the Association.

5. "Declarant" shall mean and refer to LENNAR HOMES, INC., a Florida corporation ("Lennar) and WINDWARD HOMES, INC., a Florida corporation ("Windward"), their successors and assigns if such successors or assigns should acquire more than one undeveloped Lot from either Declarant for the purpose of development, and provided such rights, in whole or in part, are assigned in writing to such successors and assigns. Where the action or consent of the Declarant is required hereunder, or exercise of Declarant's rights is desired, such action, consent or exercise must be approved by both Lennar and Windward in order to be effective.

6. “Declaration” shall mean and refer to the DECLARATION OF COVENANTS AND RESTRICTIONS FOR LAKESIDE recorded in the Office of the Clerk of the Circuit Court of Hillsborough County, Florida, the terms of which are incorporated herein by reference.

7. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision plat of the Properties with the exception of the Common Area.

8. "Member" shall mean and refer to those persons entitled to membership in the Association provided in the Declaration.

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

10. "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any Lot which is a part of the Properties, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

11. "Property" or "Properties" shall mean and refer to that certain real property described in the Declaration.

12. "Voting Member" shall mean the owner authorized to cast the vote for a Lot as set forth in the Declaration.

13. "Voting Interests" shall mean the Owner authorized to cast the vote for a Lot as set forth herein.

All other terms used herein and defined in the Declaration shall have the definition set forth in the Declaration.

## ARTICLE III MEETINGS OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the Members shall be held within one (1) year from the date of incorporation of the Association, and each subsequent regular annual meeting of the Members shall be held during the same month of each year thereafter, on such day and at such time as may be directed by the Board of Directors from time to time. If the day for the annual meeting of the Members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Members may be called at any time by the president or by the Board of Directors, or upon written request of the members who are entitled to vote one-fourth (1/4) of all of the votes of the Class A membership.

Section 3. Notice of Meeting. Written notice of each meeting of the members shall be given by, or at the direction of the Secretary of the Association or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least fifteen (15) days before such meeting to each Member entitled to vote thereat, addressed to the Members' address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice.. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting-of Members entitled to cast, or of proxies entitled to cast, one-tenth (1110) of the votes of each class 'of membership shall constitute a quorum for any action except as otherwise . provided in the Articles of Incorporation, the Declaration, or these Bylaws. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote at such meeting shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented by proxy.

Section 5. Proxies. At all meetings of Members, each Voting Member may vote in person or by proxy. All proxies shall comply with the provisions of Section 720.306(6) of the Florida Statutes, as amended from time to time, be in writing, and be filed with the Secretary at, or prior to, the meeting. Every proxy shall be revocable prior to the meeting for which it was given.

Every proxy shall automatically cease as to any Lot upon conveyance by the Member owning such Lot.

Section 6. Place. All members Meetings shall be held within the State of Florida as may be directed by the Board of Directors.

Section 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 proxy, represented at a meeting at which a quorum has been obtained unless provided otherwise in the Declaration, the Articles or these By-Laws.

## ARTICLE IV - BOARD OF DIRECTORS

Section 1. Number. The affairs of this Association shall be managed by a Board of Directors, which so long as Class B membership exists, shall consist of five (5) Directors. Directors shall be members of the Association; provided, however, that so long as Class B membership shall exist, Directors need not be Members of the Association. The Members, by majority vote at which a quorum is present at an annual or special meeting, may increase the number of Directors to any odd number up to nine (9); however, there shall never be less than three (3) Directors.

Section 2. Term of Office. The initial Board of Directors designated in the Articles of Incorporation shall serve until Class B membership has ceased and been converted to Class A membership and until the first annual membership meeting thereafter, at which time the members shall elect two (2) directors for a term of one (1) year ("Class A Directors"); two (2) directors for a term of two (2) years ("Class B Directors") and the remaining directors for a term of three (3) years ("Class C Directors"). The Directors shall thereafter be elected for three (3) year terms, thereby staggering the Board members. A Director shall continue in office until his successor shall be elected and qualified, unless he sooner dies, resigns, or is removed, or otherwise disqualified to serve. Providecrthat so long as there is a Class B member Declarant shall have the right to name Directors. At such time as there is no longer a Class B membership, the Declarant shall be entitled to appoint one Director to the Board, so long as the Declarant holds for sale in the ordinary course of business at least five percent (5%) of all Lots that Declarant plans to build within Lakeside.

Section 3. Removal. Any vacancy created by the resignation or removal of a Director appointed by the Declarant may be replaced by the Declarant. Declarant may replace or remove any Director appointed by Declarant in Declarant's sole and absolute discretion. Upon the termination of the Class B membership, any Director may be removed from the Board, with or without cause, by a majority vote of both classes of membership. In the event of death, resignation or removal of a Director, his successor shall be selected by the remaining Members of the Board and shall serve for the unexpired term of his predecessor, providing that so long as there is a Class B membership Declarant shall have the right to name successor Directors.

Section 4. Compensation. No Director shall receive compensation for any service he may render to the Association. However, any Director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5. Action Taken Without a Meeting. The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the Directors. Any action so approved shall have the effect as though taken at a meeting of the Directors.

Section 7. Fiduciary Duty of Directors. Directors shall act in good faith in the performance of all duties.

## ARTICLE V - NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a Member of the Board of Directors, and two (2) or more Members of the Association. The Nominating Committee 'shall be appointed by the Board of Directors prior to each annual meeting of the Members, to serve from the close of such annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among Members or non-members.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot unless unanimously waived by the voting members present at the meeting. At such election the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

## ARTICLE VI- MEETINGS OF DIRECTORS

Section 1: Regular Meetings. Regular meetings of the Board of Directors shall be held as the Board may from time to time establish at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meeting. Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two (2) Directors, after not less than three (3) days notice to each Director.

Section 3. Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a. quorum is present shall be regarded as the act of the Board.

Section 4. Open Meetings. Meetings of the Board shall be open to all Members whose participation shall be permitted only with Board acknowledgement or upon advance request through an item properly placed on the Boards meeting agenda.

Section 5. Voting. Board members shall cast votes in the manner provided by Florida Statutes. In the absence of a statutory provision, the Board shall establish the manner in which votes shall be cast.

Section 6. Notice of Board Meetings. Notices of meetings of the Board of Directors shall be posted in a conspicuous place on the Common Areas of the Properties not less than forty-eight (48) hours prior to the meeting. Alternatively, notice may be given to Members in any other manner as provided by Florida Statutes. By way of example, and not of limitation, notice may be given in any newsletter distributed to the Members. Notices of any meetings of the Board at which Assessments against the Lots are to be established shall specifically contain a statement that Assessments shall be considered and a statement of the nature of such Assessments.

## ARTICLE VII - POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have power to:

(a) declare the office of a member of the Board of Directors to be vacant in the event such Member shall be absent from three (3) consecutive regular meetings of the Board of Directors; and

(b) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these Bylaws, the Articles of Incorporation, or the Declaration, including without limitation, adopt budgets, levy assessments and enter into contracts with Telecommunications Providers for services; and.

(c) to enter into a management contract providing for the management of the Association and the Property; to employ a manager, independent contractor or other such employees as they deem necessary to prescribe their duties and responsibilities and to delegate to such manager, contractor, employee any or all of the duties and functions of the Association and/or its officers; and

(d) adopt and publish rules and regulations governing the use of the Common Area and facilities, if applicable, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof; and

(e) suspend the voting rights and right to use of any recreational facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing for a period not to exceed sixty (60) days for Infraction of published rules and regulations; and

(f) prepare any and all financial reports as required by Florida Statutes;

(g) Until there ceases to be a Class B membership, the Declarant shall have and is hereby granted a right to disapprove or veto any such action, policy or program proposed or authorized by the Association, the Board, the Architectural Control; Committee, any committee of tho Association, or the vote of the Members. This right may be exercised by the Declarant at any time within ten (10) days following a meeting held pursuant to the terms and provisions hereof. This right to disapprove may be used to veto proposed actions but shall not be extend to the requiring of any action or counteraction on behalf of the Association, the Board, the Architectural Control Committee or any committee of the Association.

Section 2. Duties. It shall be the duty of the Board of Directors to:

(a) cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the Members 'at the annual meeting of the members, or at any special meeting when such statement is requested in writing by one-fourth (1/4) of the Class A members who are entitled to vote:

(b) supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

(c) as more fully provided in the Declaration, to:

(1) fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period.

(2) send written notice of each assessment to every owner subject thereto at least thirty (30) days in advance of each annual assessment period; and

(3) foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the owner personally obligated to pay the same.

(d) issue, or cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or-not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(e) procure and maintain adequate liability and hazard insurance on property owned by the Association;

(f) cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

(g) cause the Common Areas to be maintained.

## ARTICLE VIII - OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Officers. The officers of this Association shall be a President and Vice-President, who shall at all times be members of the Board of Directors, a Secretary and a Treasurer, and such other officers as the Board may from time to time by resolution create. Officers need not be Members of the Association. The Secretary and Treasurer may, in the discretion of the Board, be combined to one office called Secretary/Treasurer.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Members.

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. Special Appointments. 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.

Section 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 giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified. therein, the acceptance of such resignation shall not be necessary to make it effective.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. The offices of Secretary and Treasurer may be held by the same person. No person shall simultaneously hold more than one (1) of any of the other offices except in the case ofspecial offices created pursuant to Section 4 of this Article.

Section 8. Duties. The duties of the officers are as follows:

(a) President: The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes and may affix the corporate seal as may be required on any document.

(b) Vice President: The Vice-President shall act in the place and stead of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

(c) Secretary: The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; keep the corporate seal of the Association and affix it, if the President does not, on all papers requiring said seal; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the members of the Association together with their-addresses, and shall perform such other duties as required by the Board.

(d) Treasurer: The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign or cause to be signed, all checks and promissory notes of the Association; keep or cause to be kept proper books of accounts together with any other accounting records required pursuant to Florida Statutes in accordance with generally accepted accounting principles,; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the Members and perform such other duties as required by the Board of Directors.

## ARTICLE IX - COMMITTEES

Section 1. General. The Board of Directors may appoint any and all committees as deemed appropriate. The Board may fill any vacancies on all committees.

Section 2, Architectural Control Committee. The Declarant shall have the sole right to appoint the members of the Architectural Control Committee until the last home is built upon a Lot which has been conveyed to an Owner. Upon expiration of the right of the Declarant to appoint members of the Architectural Control Committee, the Board of Directors shall appoint the members of the Architectural Control Committee. As provided under the Declaration, the Association shall have the authority and standing to seek enforcement in courts of competent jurisdiction any decisions of the Architectural Control Committee.

## ARTICLE X - BOOKS AND RECORDS

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any Member. The Declaration, the Articles of Incorporation and the Bylaws of the Association shall be available for inspection by any Member at the principal office of the Association, or at any other location as designated by the Association, where copies may be purchased at reasonable cost.

## ARTICLE XI - ASSESSMENTS

As more fully provided in the Declaration, each member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessments shIll bear interest from the date of delinquency at the rate of twelve percent (12%) per annum, and the Association may bring an action at law or in equity against the Owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No owner may waive or otherwise escape liability for the assessments provided for herein by non-usage or abandonment of his Lot.

## ARTICLE XII - CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the name of the Association, the year and state of incorporation and the words "Corporation not for profit".

## ARTICLE XIII AMENDMENT

Section 1 Notwithstanding any other provision herein to the contrary, no amendment to these By-Laws shall affect the rights of Declarant unless such amendment receives the prior written consent of the Declarant which may be withheld for any reason whatsoever. 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 By-Laws, then the prior written consent of such entity or agency must also be obtained. No amendment shall be effective until it is recorded in the Public Records.

Section 2. These Bylaws may be amended, from time to time, at a regular or special meeting of the members, by the vote of a majority of a quorum of members present in person or by proxy, except that the Federal Housing Administration or the Veterans Administration shall have the right to veto amendments while there is a Class B membership.

## ARTICLE XIV - CONFLICTS

In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

## ARTICLE XV — MISCELLANEOUS

Section 1. Fiscal Year. The first fiscal year shall begin on the date of incorporation of the Association and end on December 31st of that same year. Thereafter, the fiscal year of the Association shall begin on the 1st day of January and end on the 31st day of December of every year.

Section 2. Florida Statutes. Whenever these By-Laws refer to the Florida Statutes, it shall be deemed to refer to the Florida Statutes as they exist on the date these By-Laws are recorded in the Public Records of Hillsborough County, except to the extent provided otherwise as to any particular provision of the Florida Statutes.

Section 3. Severability. Invalidation of any of the provisions of these By-Laws by judgment or court order shall in no way affect any other provision, and the remainder of these By- Laws shall remain in full force and effect.