

ARTICLES OF INCORPORATION
OF
LAKESIDE WOODLANDS CIVIC ASSOCIATION, INC.

We, the undersigned, hereby associate ourselves together for the purpose of becoming incorporated under the laws of the State of Florida applicable to corporations not for profit under the following proposed Charter:

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SECRETARY OF STATE
TALLAHASSEE, FLORIDA

ARTICLE I

NAME

The name of the corporation shall be the LAKESIDE WOODLANDS CIVIC ASSOCIATION, INC.

ARTICLE II

OBJECT

The corporation does not contemplate pecuniary gain or profit; no part of any net earnings will inure to the benefit of any Member. The general nature or the object of the corporation shall be to promote the beauty and maintain Lakeside Woodlands, Pasco County, Florida, as an attractive, residential community for the benefit of its Members and to maintain the Common Area and the Recreational Area Improvements.

ARTICLE III

POWERS

The powers of the corporation shall include the following:

(a) To own, maintain and operate the Common Area and Recreational Area Improvements, including buildings and appurtenances so as to preserve the natural beauty of Lakeside Woodlands.

(b) To have all of the powers reasonably necessary to implement the purposes of the corporation, including but not limited to the following:

(1) To make and collect assessments against Members to defray the costs of the corporation.

(2) To use the proceeds of assessments in the exercise of its powers and duties.

(3) To provide for the maintenance, repair, replacement of the Common Area and Recreational Area Improvements and operation of the corporation.

(4) To provide for the reconstruction of improvements after casualty and the further improvement of the Common Area and Recreation-

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al Area Improvements in Lakeside Woodlands.

(5) To make and amend reasonable regulations respecting the use of the Common Area and Recreational Area Improvements.

(6) To contract for the management and maintenance of the Common Area and Recreational Area Improvements and to delegate to such contractor all powers and duties of the corporation as are necessary to perform same.

(7) Notwithstanding any other provisions in these Articles, the corporation shall not carry on any other activities not permitted to be carried on by a corporation exempt from federal income tax under 501(c) (7) of the Internal Revenue Code of 1954 (or corresponding provision of any future United States Internal Revenue Law).

ARTICLE IV

MEMBERSHIP

The qualifications of Members, the manner of their admission and voting by Members shall be as follows:

(a) All Owners of a "Lot" as defined in the "Declaration of Covenants, Conditions and Restrictions" in Lakeside Woodlands shall be automatically entitled to membership.

(b) Membership in the corporation shall be established by the recording in the Public Records of Pasco County, Florida, of a deed or other instrument vesting in the Member record title to a Lot in Lakeside Woodlands. Said membership shall terminate upon the recording of a deed or other instrument which terminates the Member's record title to a Lot in Lakeside Woodlands.

(c) The share of a Member in the funds and assets of the corporation cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to his "Lot".

(d) The voting rights of the membership shall be appurtenant to the ownership of the Lot. There shall be two classes of Lots with respect to voting rights:

1. CLASS A. Class A Lots shall be all Lots except Class B Lots as the same are herein-after defined. The voting rights appurtenant to the Class A Lots shall be as follows:

(a) Each Condominium Unit or rental unit constructed or planned for construction in the Multi-Family Area shall be described as a Lot and shall entitle the owner(s) of said Lot to one-half (1/2) of one vote.

(b) Each fee simple Owner of a Lot in the Commercial Area shall have one vote for each Lot owned.

(c) Each Lot on which a single-family

detached home is or may be constructed, or each lot designated as a Cluster Lot, shall entitle the Owner(s) of said Lot to one (1) vote.

2. CLASS B. Class B Lots shall be all Lots owned by Developer which have not been converted to Class A Lots as provided in (a) or (b) below. Developer shall be entitled to three (3) votes for each Class B Lot reserved and designated for the development of a single-family detached home, and three (3) votes for each Cluster Lot, and five (5) votes for each Class B Lot defined and designated as a Private Dwelling Unit within the Multi-Family Area, and one (1) vote for ownership of Lots in the Commercial Area after said area has been divided up, if and when said event takes place. Until Lots are sold from the Commercial Area, the Developer shall have ten (10) votes for said area. The Class B Lot shall cease to exist and shall be converted to Class A Lots on the happening of either of the following events, whichever first occurs:

(a) When the total number of votes appurtenant to the Class A Lots equals the total number of votes appurtenant to the Class B Lots; or

(b) Ten (10) years from the execution of the Declaration.

ARTICLE V

TERM

This corporation shall have perpetual existence.

ARTICLE VI

BOARD OF DIRECTORS

The affairs of the corporation will be managed by a Board of Directors of not less than three nor more than seven directors, as shall be determined by the By-Laws of the corporation and in the absence of any such determination, the Board of Directors shall consist of three directors.

The directors of the corporation shall be appointed or elected at the annual meeting of the Members of the corporation in the manner provided in the By-Laws. Directors may be removed and vacancies in the Board of Directors may be filled in the manner provided in the By-Laws.

The names and addresses of the members of the first Board of Directors, who shall hold office until their successors are elected and have qualified or until removed, are as follows:

<u>NAME</u>	<u>ADDRESS</u>
Larry R. Marsh	900 Maple Ridge Road Palm Harbor, Florida 33563

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Gail Marsh	900 Maple Ridge Road Palm Harbor, Florida 33563
Dennis R. DeLoach, Jr.	8486 Seminole Boulevard Seminole, Florida 33542

ARTICLE VII

OFFICERS

The affairs of the corporation shall be administered by officers elected by the Board of Directors at its first meeting following the annual meeting of the Members of the corporation, which officers shall serve at the pleasure of the Board of Directors.

The names and addresses of the officers who shall serve until their successors are elected by the Board of Directors are as follows:

NAME	ADDRESS
President:	Larry R. Marsh 900 Maple Ridge Road Palm Harbor, Florida 33563
Vice-President:	Dennis R. DeLoach, Jr. 8486 Seminole Boulevard Seminole, Florida 33542
Secretary/Treasurer:	Gail Marsh 900 Maple Ridge Road Palm Harbor, Florida 33563

ARTICLE VIII

INDEMNIFICATION

Every director and every officer of the corporation shall be indemnified by the corporation against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may become involved by reason of his being or having been a director or officer of the corporation or any settlement thereof whether or not he is a director or officer at the time such expenses are incurred, except in such cases where the director or officer is adjudged guilty of willful misfeasance in the performance of his duties provided that, in the event of a settlement, the indemnification herein shall apply only when the Board of Directors approves such settlements and reimbursement as being for the best interest of the corporation. 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 IX

BY-LAWS

The By-Laws of the corporation shall be adopted by the Board of Directors, and may be altered, amended or rescinded in the manner provided therein.

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ARTICLE X

AMENDMENT

Amendments to these Articles of Incorporation shall be approved by the Board of Directors, proposed by them to the Members and approved at any meeting by a two-thirds vote of the Members present, provided that not less than 15 days' notice by mail shall be given to all Members setting forth the proposed amendment.

ARTICLE XI

SUBSCRIBERS

The names and addresses of the subscribers of these Articles are as follows:

NAME	ADDRESS
Larry R. Marsh	900 Maple Ridge Road Palm Harbor, Florida 33563
Gail Marsh	900 Maple Ridge Road Palm Harbor, Florida 33563
Dennis R. DeLoach, Jr.	8486 Seminole Boulevard Seminole, Florida 33542

ARTICLE XII

RESIDENT AGENT

The Resident Agent of the corporation shall be Larry R. Marsh, whose address is 525 South Paula Drive, Dunedin, Florida 33528

IN WITNESS WHEREOF, the subscribers have hereto affixed their signatures this 8th day of September, 1978.

Larry R. Marsh
LARRY R. MARSH

Gail Marsh
GAIL MARSH

Dennis R. DeLoach, Jr.
DENNIS R. DELOACH, JR.

IN WITNESS WHEREOF, I have hereunto set my hand and seal on the 8th day of September, 1978.

My Commission expires 7/16/82

Dennis R. DeLoach, Jr.
Notary Public, State of Florida

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES JULY 16 1982
BONDED THRU GENERAL INS. UNDERWRITERS

7/16/82



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STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing Articles of Incorporation were acknowledged before me this *8th* day of *September*, 1978, by LARRY R. MARSH, GAIL MARSH and DENNIS R. DeLOACH, JR.

Dick Carsh
NOTARY PUBLIC - State of Florida
My Commission Expires:

*Notary Public, State of Florida at Large -
My Commission Expires Oct. 21, 1981
Banded by American Ink & Co., Inc., Company*

ACCEPTANCE OF REGISTERED AGENT

Having been named to accept service of process for the above named corporation, at the place designated in these Articles of Incorporation, I hereby accept to act in this capacity, and agree to comply with the provisions of the laws of the State of Florida relative to keeping open said office.

Larry R. Marsh

LARRY R. MARSH
Registered Agent

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BY-LAWS OF
LAKESIDE WOODLANDS CIVIC ASSOCIATION, INC.

ARTICLE I

NAME AND LOCATION

The name of the corporation is LAKESIDE WOODLANDS CIVIC ASSOCIATION, INC., hereinafter referred to as the "Association". The initial principal office of the corporation shall be located at 525 S. Paula Drive, Dunedin, Florida, but meetings of Members and directors may be held at such places within the State of Florida, County of Pasco, as may be designated by the Board of Directors.

ARTICLE II

DEFINITIONS

The terms as used herein shall have the same meaning as in the Declaration of Covenants, Conditions and Restrictions, hereinafter referred to as the "Declaration" of Lakeside Woodlands.

ARTICLE III

MEETING OF MEMBERS

Section 1. ANNUAL MEETINGS. The first meeting of the Members shall be held not later than sixty (60) days after two hundred (200) of the Lots have been sold. Subsequent regular annual meetings of the Members shall be held on the second Tuesday in November of each year thereafter, at the time and place in Pasco County, Florida, as established by the Board of Directors. 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 after two hundred (200) lots have been sold, upon written request issued pursuant to a vote of one-fourth (1/4) of all the votes appurtenant to each class of Lots.

Section 3. NOTICE OF MEETINGS. Written notice of each meeting of the Members shall be given by, or at the direction of, the secretary or other person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least fifteen (15) but not more than thirty (30) days before such meeting to each Member entitled to vote thereat, addressed to the Member's 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. If the matter of a special assessment or a vote on a matter specified in the Declaration is to be taken up at a regular meeting, the notice shall give the particulars of said proposed matter.

Section 4. QUORUM. The presence at the meeting of Members entitled to cast, or of proxies entitled to cast,

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33% of the votes appurtenant to each class of Lots shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote thereat shall have the 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.

Section 5. PROXIES. At all meetings of Members, the vote appurtenant to each Lot may be cast in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his Lot. All proxies, and written designations of the voter's representative, as required by the Declaration, shall be filed with the Secretary at least two (2) days prior to a regular or special meeting.

Section 6. RESERVATION BY DEVELOPER. No action by the Members relating to the Multi-Family Area or Commercial Area shall be effective without the written approval of the Developer as long as the Developer owns any Lots in said areas.

ARTICLE IV

BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE:

Section 1. NUMBER AND TERM OF OFFICE. The affairs of the Association shall be managed by a Board of seven (7) Directors, who need not be Members of the Association. However, the initial Board of Directors shall consist of three (3) directors who shall hold office until the election of their successors at the first meeting of the Members, which shall be held as directed by Article III, Section 1. At the first meeting, the Members shall elect three (3) directors for a term of two (2) years, and three (3) directors for a term of one (1) year. The remaining director shall be appointed by the Developer from time to time, until such time as the Developer no longer owns any lots in Lakeside Woodlands. At subsequent annual meetings, during the time that a director appointed by the Developer is serving, the Members shall elect three (3) directors, each for a term of two (2) years. When the Developer has sold the last lot, the director appointed by the Developer shall resign, and the Board shall elect a replacement to serve until the next annual meeting. At the next annual meeting, the Members shall elect four (4) directors, each for a term of two (2) years. At subsequent annual meetings, the Members will elect three (3) directors and four (4) directors in alternate years, each for a term of two (2) years.

Section 2. REMOVAL. Any director elected by the Members or Board of Directors may be removed from the Board, with or without cause, by a vote of a majority of votes entitled to be cast as provided in Article IV, Section Two, of the Declaration, at a regular or special meeting of the membership. In the event of death, resignation or removal of a director elected by the Members or Board of Directors, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 3. COMPENSATION. No director shall receive compensation for any service he may render to the Association as a director, or officer. However, any director may be

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reimbursed for his actual expenses incurred in the performance of his duties, at the discretion of the Board.

Section 4. 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 same effect as though taken at a meeting of the directors.

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 or more Members of the Association, who may or may not be members of the Board of Directors. The Nominating Committee shall be appointed by the President at least thirty (30) days prior to each annual meeting of the Members. 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. 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 Article IV, Section Two, of the Declaration. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VI

MEETING OF DIRECTORS

Section 1. REGULAR MEETINGS. Regular meetings of the Board of Directors shall be held monthly without notice, at such place and hour as may be fixed from time to time by resolution of the Board, except as hereinafter provided. 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. Prior to the time that two hundred (200) lots have been sold, the Board shall not have regular meetings, but shall have only special meetings.

Section 2. SPECIAL MEETINGS. Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two 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.

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Section 4. RESERVATION BY DEVELOPER. No action by the Board of Directors relating to the Multi-Family Area or Commercial Area shall be effective without the written approval of the Developer as long as the Developer owns any Lots in said areas.

ARTICLE VII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

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

(a) Adopt and publish rules and regulations governing the use of the Common Area and the Recreational Area Improvements and the personal conduct of the Members and their guests thereon, and to establish penalties and fines for the infraction thereof;

(b) Suspend the voting rights and the right to use of the Recreational Area Improvements 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 giving the Member ten (10) days prior written notice and a hearing, for a period not to exceed thirty (30) days, for infraction of published rules and regulations.

(c) 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 By-Laws, the Articles of Incorporation, or the Declaration;

(d) 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, unless excused by the President. This shall not apply to any director appointed by the Developer.

(e) Enter into a Management Contract to provide maintenance and service to the Common Area and Recreational Area Improvements;

(f) Amend the Management Contract with Lakeside Woodlands Management, Inc., from time to time without the approval of the Members of the Association, provided that said amendment is obtained by a majority vote at a meeting of the Board at which a quorum is present;

(g) Establish and collect assessments or charges referred to in Article VII of the Declarations. The power to collect assessments or charges may be delegated under the Management Contract.

(h) Foreclose the lien against any property for which assessments or charges 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.

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

(a) Cause to be kept a complete record of all

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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 issued pursuant to a vote of one-fourth (1/4) of all the votes appurtenant to each class of Lots;

(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 Article VII of the Declaration, to:

(1) fix the amount of the annual assessment against each Lot as set out in Article VII, Section Three (1) of Declaration;

(2) send written notice of each assessment to every Owner subject thereto at least ten (10) days in advance of each annual assessment period.

(d) Issue, or to 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;

Homeowner 2/13/08

That Homeowner's 2/13/08

(e) Procure and maintain adequate liability and hazard insurance on real and personal 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 Area and any Recreational Area Improvements 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.

Section 2. ELECTION OF OFFICERS. The initial officers of the Association shall hold office until their successors are elected and qualified at the first meeting of the Members, or until removed. Thereafter, the election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Members, which shall be held not less than ten (10) days following such meeting.

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. This provision shall not, however, be applicable to those officers holding offices prior to the first meeting of the Members.

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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 of any of the other offices except in the case of special 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, promissory notes, deeds and other written instruments, which are required to be signed from time to time and shall cosign all checks.

(b) VICE-PRESIDENT. The vicepresident 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 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. The secretary shall enlist the assistance of the Management Contractor for the performance of his administrative duties hereunder.

(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 all checks and promissory notes of the Association; keep proper books of account, and prepare an annual budget and a statement of income and expenditures to be represented to the membership at its regular annual meeting, and deliver a copy of each to the Members. The treasurer shall enlist the services of the Management Contractor in the performance of his admini-

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strative duties hereunder.

ARTICLE IX

COMMITTEES

The Board of Directors shall appoint an Architectural Control Committee, as provided in the Declaration and the President may appoint other standing Committees, as follows: Recreation Committee, Maintenance Committee, and Publicity Committee. Unless otherwise provided herein, each Committee shall consist of a Chairman and two (2) or more members and shall include a member of the Board of Directors for Board contacts. The President or the Board of Directors may appoint such other Committees as deemed advisable. In the event that said Committees are appointed, then they shall have the following functions and responsibilities:

Section 1. THE RECREATION COMMITTEE shall advise the Board of Directors on all matters pertaining to the Recreational Program and activities of the Association and shall perform such other functions as the Board, in its discretion, determines.

Section 2. THE MAINTENANCE COMMITTEE shall advise the Board of Directors on all matters pertaining to the maintenance, repairs or improvement of the Common Area and Recreational Area Improvements of the Association, and shall perform such other functions as the Board, in its discretion, determines.

Section 3. THE PUBLICITY COMMITTEE shall inform the Members of all activities and functions of the Association and shall, after consulting with the Board of Directors, make such public releases and announcements as are in the best interest of the Association.

Section 4. SUB-COMMITTEE. Each Committee shall have the power to appoint a sub-committee from among its membership and may delegate to any such sub-committee any of its powers, duties and functions.

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 upon 24 hours' written notice. The Declaration, the Articles of Incorporation and the By-Laws of the Association shall be available for inspection by any Member at the principal office of the Association, where copies may be purchased at reasonable cost. The records kept by the Management Contractor shall be available as provided in the Declaration.

ARTICLE XI

ASSESSMENTS

As more fully provided in the Declaration, each Member (Lot Owner) is obligated to pay to the Association annual and special assessments and charges which are secured by a continuing lien upon the Lot upon which the assessment

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or charge is made. Any assessments or charges which are not paid when due shall be delinquent. If the assessment or charge is not paid within thirty (30) days after the due date, the assessment or charge shall bear interest from the date of delinquency at the rate of ten percent (10%) per annum, and the Association, its agent or representative, may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the Lot, 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 or charges provided for herein by non-use of the Common Area or Recreational Area Improvements or abandonment of his Lot.

ARTICLE XII

CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words: LAKESIDE WOODLANDS CIVIC ASSOCIATION, INC., a corporation not for profit.

ARTICLE XIII

AMENDMENTS

Section 1. These By-Laws may be amended, at a regular or special meeting of the Members, by a vote of a majority of a quorum of each class of Members present in person or by proxy, provided that, those provisions of these By-Laws which are governed by the Articles of Incorporation may not be amended except as provided in said Articles or by applicable law; and provided further that any matter governed by the Declaration may not be amended except as provided in said Declaration or by applicable law.

Section 2. In the case of any conflict between the Articles of Incorporation and these By-Laws, the Articles shall control; and in the case of any conflict between the Declaration and these By-Laws, the Declaration shall control.

Section 3. If these By-Laws are amended, a copy of same, certified by the Secretary, shall be filed on the Public Records of Pasco County, Florida, as an amendment to the Declaration.

ARTICLE XIV

MERGER OR CONSOLIDATION

Upon a vote of two-thirds (2/3) of all votes appurtenant to each class of Lots, rendered at a special meeting of the Members called pursuant to Article III, Section 2 herein, the Association may merge with or consolidate together with another home owner's association or similar organization.

ARTICLE XV

MISCELLANEOUS

The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December

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SEMINOLE, FLA. 33542

PHONE: (813) 397-5571

of every year, except that the first fiscal year shall begin on the date of incorporation.

IN WITNESS WHEREOF, we, being all of the Directors of Lakeside Woodlands Civic Association, Inc., have hereunto set our hands this 24 day of OCTOBER, 1978.

[Signature]
Larry R. Marsh
Rhonda Gail Marsh

IN WITNESS WHEREOF, I have hereunto set my hand and seal on the above date.

My Commission expires 1/16/82

[Signature]
Notary Public, State of Florida

NOTARY PUBLIC STATE OF FLORIDA AT LARGE
MY COMMISSION EXPIRES JULY 16 1982
BONDED THRU GENERAL INS. UNDERWRITERS

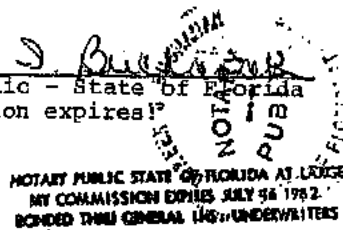
7/16/82



STATE OF FLORIDA
COUNTY OF PINELLAS

The foregoing Bylaws were acknowledged before me by Dennis R. DeLoach, Jr., Larry R. Marsh, and Rhonda Gail Marsh, as Directors of LAKESIDE WOODLANDS CIVIC ASSOCIATION, INC. the 24th day of October, 1978.

[Signature]
Notary Public - State of Florida
My commission expires!



LAW OFFICES OF
DENNIS R. DELOACH, JR.

8484 SEMINOLE BLVD.
P.O. BOX 3392
SEMINOLE, FLA. 33542

PHONE: (813) 397-5571

-9-

FILED RECORD 1025 PAGE 1261

974 305



**CERTIFICATE OF AMENDMENT TO THE
DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS OF LAKESIDE WOODLANDS**

Rept: 1483796 Rec: 27.00
DS: 0.00 IT: 0.00
12/20/12 S. Shultz, Dpty Clerk

WE HEREBY CERTIFY that the attached amendment to the Declaration of Covenants, Conditions and Restrictions of Lakeside Woodlands, which was recorded in Official Record Book 1025 at page 1216, and amended by the instruments recorded in OR Book 7821 at page 505, and OR Book 7988 at page 1217, and OR Book 8238 at page 1465, and OR Book 8327 at page 167, all of the public records of Pasco County, Florida, was duly approved and adopted at a meeting of the association membership held on November 14, 2012, in the manner prescribed in the Declaration and the bylaws.

PAULA S. O'NEIL, PH. D. PASCO CLERK & COMPTROLLER
12/20/12 09:29am 1 of 3
OR BK **8802** PG **1675**

IN WITNESS WHEREOF, we have signed on November 28, 2012.

LAKESIDE WOODLANDS CIVIC
ASSOCIATION, INC.

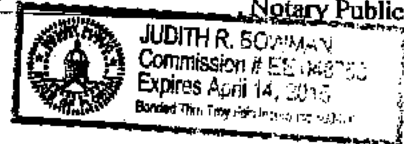
By: [Signature]
Carl Garritani, as its president

Attest: Doreen Montante
Doreen Montante, as its secretary

STATE OF FLORIDA
COUNTY OF PASCO

The foregoing instrument was acknowledged before me this 28 day of November, 2012, by CARL GARRITANI and DOREEN MONTANTE as president and secretary, respectively, of LAKESIDE WOODLANDS CIVIC ASSOCIATION, INC., who are personally known to me or who produced the following identification: FL. Driver License

[Signature]
Notary Public



This instrument was prepared by:
Matthew D. Ellrod, MATTHEW D. ELLROD, P.A.
6642 Rowan Road
New Port Richey, FL 34653
(727-843-0566



**AMENDMENT TO THE
DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS OF LAKESIDE WOODLANDS**

Adopted November 14, 2012

Except as otherwise noted below, the entire text of the paragraphs amended is set forth; previous language which was deleted is ~~stricken through~~, and language added is underlined.

ARTICLE IV, Section One, Paragraph 2: During any period in which a Member shall be in default in the payments of any annual, special or other periodic assessment or charge levied by the Association, the voting rights and right to the use of the Recreational Area Improvements ~~on~~ or other areas which the Association may provide may be suspended by the Board of Directors until all such charges, together with such reasonable penalties, including late fees, as the Board of Directors of the Association may impose have been paid. For any violation of the governing documents or applicable statutes, a A charge in the form of a fine ~~not exceeding \$250~~ may also be levied after opportunity for a hearing at which the general requirements of due process shall be observed. Such hearing shall only be held by the Board (or a Committee thereof) after giving such Member fourteen (14) days prior written notice by ~~registered or certified mail~~ or hand delivery specifying such alleged violation and setting the time, place and date of the hearing. Determination of violation shall be made by a majority vote of the Board (~~or and, if a hearing is held, the Committee thereof~~), and such action shall thereby be conclusive.

ARTICLE VII, Section Seven, is deleted in its entirety.

Article VIII, Section Eight, paragraph 1: All Lots, together with the exterior of all improvements (if any) located thereon, shall be maintained in a neat and attractive condition by their respective Owners. "Neat and attractive" as it pertains to lawns shall mean the combined area of bare or dead patches in the natural sod grass lawn shall not exceed ten percent (10%) of any front, back or side lawn. A patch is considered "bare" if there is no appreciable living natural grass sod on it, regardless of whether weeds may be growing there. The sod grass shall be cut regularly so as not to exceed more than eight (8) inches in height. Such other maintenance shall include, but shall not be limited to, painting, repairing, replacing and caring for roofs, screens, windows, gutters, down spouts, building surfaces, trees, shrubs, walks and other exterior improvements. Each Owner shall also be responsible for maintaining that portion of a street used as his yard which lies between a Lot and the paved street in the same manner as if said Owner owned it. In the event the Owner fails to maintain his Lot, or the above mentioned strip, if any, and the improvements situated thereon in a manner satisfactory to the Committee, after approval by the Board, the Association shall have the right, through its agents and employees, to enter upon said Lot or strip of land and the exterior of the buildings and any other improvements erected thereon and perform such maintenance as approved by the Board. The cost of such exterior maintenance shall be added to and become part of the assessment to which such Lot is subject and the Owner shall be personally liable to the Association for the costs of such maintenance and the costs, until paid, shall be a permanent charge and lien upon such Lot and shall bear interest at the highest rate allowed by law. Entry to perform maintenance shall be only between the hours of 7:00 A.M. and 6:00 P.M. on any day except Sunday. Such entry as herein provided shall not be a trespass, nor shall the Association be liable for doing anything reasonably necessary or appropriate in connection with carrying out these provisions.

Article VIII, Section Nine, paragraph 3: No campers, recreational vehicles, boats, travel trailers, buses, mobile homes, or other types of trailers or commercial vehicles or vehicles with commercial equipment, tools or other paraphernalia therein or thereon shall be permitted on a Lot, or in streets abutting a Lot, unless in an enclosed garage. For purposes of this subsection, the definitions as used in the Florida Statutes and/or Pasco County Land Development Code, as amended from time to time, shall be

controlling, subject to the provisions of Article XII, Section Three. Any vehicle prohibited or restricted by this paragraph which falls within any one of those statutory or code definitions is so prohibited or restricted.

ARTICLE VIII, Section Nine, paragraph 10: ~~The provisions of this section shall not apply to Lots upon which houses are under construction.~~ For lots where a trailer or commercial vehicle or vehicles with commercial equipment are being used in connection with extensive renovation or repair of property, the provisions of this section shall not apply during that period of continuous repair or demolition, provided there is an active and valid Building and Demolition Permit for the property. Within five (5) calendar days of the expiration of a Building Permit, passage of all final inspections or the issuance of a CO, all trailers, commercial vehicles or vehicles with commercial equipment shall be removed.

ARTICLE VIII, Section Nineteen. RENTAL OF HOMES: Owners may rent out their homes under the following conditions: Homeowner must have lived in home for at least one (1) year before it can be rented, but the Board may approve exceptions to this requirement on a case-by-case basis where the owner of the home is already an owner and occupant of another Lot. All leases must be in writing for a minimum term of one (1) year, with renewal or extension terms for no less than one (1) year each. Leases are subject to approval by the Board, and no occupancy shall be given to tenants until such approval has been granted. The Board may condition approval on: Submission of a rental application, including, but not limited to: employment, credit history, all prior rental references and an oral interview with the Board by prospective tenants or landlord or both. Owners must provide to the Board a check for \$50 to cover the cost of checking references. The owner must also provide an agreement signed by the tenants agreeing to be bound by the ~~aforsaid Declaration of Covenants, Conditions and Restrictions, Association's governing documents, rules and applicable law,~~ as amended from time to time. The Board reserves the right to refuse any renewal or extension of the lease because of a violation of the ~~Declaration of Covenants, Conditions and Restrictions by any such tenants governing documents, rules or applicable law in connection with the Lot.~~ These conditions do not apply to the Association, which may rent out Lots to which it has acquired title or otherwise as provided by law. For purposes of this Section, "tenant" or "tenants" shall mean any person or persons occupying the subject home for a period ~~while no Owner of the home is in occupancy, (a) in excess of two (2) consecutive weeks, or (b) in excess of fourteen (14) days cumulative in any twelve (12) month period,~~ regardless of whether rent is actually being paid. ~~Such occupancy must be during times when the Owner or Owners are not also occupying the home.~~

ARTICLE XIII, Section Four: Attorney's Fees: The prevailing party in any action by any Owner to enforce the provisions of this Declaration, or in an action by the Association to enforce the provision of this Agreement, shall recover reasonable attorneys' fees and court costs from the losing party. The Association may recover attorney's fees and costs incurred as a result of any violation of a governing document or applicable statute, whether or not an action is filed.



HOA: Lakeside Woodlands Corrected Certif & Dec 091216

Prepared by and return to:
Donald R. Peyton, Esq.
Peyton Law Firm, P.A.
7317 Little Rd.
New Port Richey, FL 34654

Rept: 1279626 Rec: 222.50
DS: 0.00 IT: 0.00
12/23/09 Dpty Clerk

PAULA S. O'NEIL, PASCO CLERK & COMPTROLLER
12/23/09 03:05pm 1 of 26
OR BK 8238 PG 1465

CORRECTED CERTIFICATE OF AMENDMENT TO THE DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF LAKESIDE WOODLANDS

Lakeside Woodlands is a platted subdivision of multiple sections in Pasco County comprised of Section I, per Plat Book 16, Pages 92-93; Section II, per Plat Book 18, Pages 48-49; Section III, per Plat Book 22, Pages 42-43; Section IV, per Plat Book 22, Page 138; and Section V, per Plat Book 24, Pages 43-45; all in the Public Records of Pasco County, subject to that Declaration of Covenants, Conditions and Restrictions as recorded in O.R. Book 1025, Page 1216, and amended by instrument recorded in O.R. Book 7821, Page 505, of the Public Records of Pasco County, Florida.

We Carl Garritani, as President, and Doreen Montante, as Secretary of Lakeside Woodlands Civic Association, Inc., hereby certify that in accordance with Article XIV, Section Two of the Lakeside Woodlands Declaration of Covenants, Conditions and Restrictions recorded in O.R. Book 1025, Page 1357, and amended by instrument recorded in O.R. Book 7821, Page 505, the amendments contained in the Amended and Restated Declaration of Covenants, Conditions and Restrictions attached to the Certificate recorded in O.R. Book 7988, Page 1215, Public Records of Pasco County, Florida, were approved by two-thirds (2/3) affirmative vote of the Members present in person or by proxy at a meeting of the members held on July 9, 2008. However, the approved amendments included language which was inadvertently omitted from the aforesaid recorded Certificate. The inadvertently omitted language approved by the members and which should have been included with said Certificate is contained in the Corrected Amended and Restated Declarations of Covenants, Conditions and Restrictions attached hereto.

IN WITNESS WHEREOF, we have signed this Certificate this December 17th, 2009.

LAKESIDE WOODLANDS CIVIC ASSOCIATION, INC.

By CA, President
Carl Garritani

By DMontante, Secretary
Doreen Montante

STATE OF FLORIDA
COUNTY OF PASCO

I HEREBY CERTIFY that on December 17th, 2009, before me personally appeared Carl Garritani, as President, and Doreen Montante, as Secretary of Lakeside Woodlands Civic Association, Inc., both of whom are personally known to me and who severally acknowledged executing the foregoing Certificate under the authority duly vested in them by said corporation.

 , Notary Public
print name

My Commission Expires:



H0A: Lakeside Woodlands Corrected Certif & Dec: 091216

Prepared by and return to:
Lakeside Woodlands Civic Association, Inc.
P.O. Box 5114
Hudson, FL 34674-5114

LAKESIDE WOODLANDS
CORRECTED AMENDED AND RESTATED DECLARATION
OF
COVENANTS, CONDITIONS AND RESTRICTIONS

THIS AMENDED AND RESTATED DECLARATION, approved by two-thirds (2/3) affirmative vote of the Members present in person or by proxy at a meeting of the members of LAKESIDE WOODLANDS CIVIC ASSOCIATION, INC., a Florida not for profit corporation, held on July 9, 2008.

WITNESSETH:

WHEREAS, Marco, Ltd., a Florida Limited Partnership was the Developer who was the owner of the real property described in Article II of this Declaration and desired to create thereon an exclusive residential community to be named Lakeside Woodlands; and

WHEREAS, Developer desired to insure the attractiveness of the individual Lots, Common Areas, and Recreational Area Improvements within Lakeside Woodlands and to prevent any future impairment thereof, to prevent nuisances, to preserve, protect and enhance the values and amenities of the said property, and to provide for the maintenance of the Common areas and Recreational Area Improvements; and, to this end, desires to subject the real property described in Article II to the covenants, conditions, restrictions, easements, charges and liens, hereinafter set forth, each and all of which is and are for the benefit of said property and each Owner thereof; and

WHEREAS, Developer deemed it desirable, for the efficient preservation, protection and enhancement of the values and amenities in Lakeside Woodlands and to insure the residents' enjoyment of the specific rights, privileges and easements in the Common Areas and Recreational Area Improvements, to create an organization to which should be delegated and assigned the powers of owning, maintaining and administering the Common Areas and Recreational Area Improvements and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created; and

WHEREAS, Developer incorporated under the laws of the State of Florida, as a non-profit corporation, Lakeside Woodlands Civic Association, Inc., for the purpose of exercising the functions aforesaid within Lakeside Woodlands; and

WHEREAS, Developer declared that the real property described in Article II is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, restrictions, easements, charges and liens hereinafter set forth; and

WHEREAS, this Declaration was amended July 9, 2008, in accordance with ARTICLE XIII, Section Two, as evidenced by the signatures of the president and secretary, respectively, of Lakeside Woodlands Civic Association, Inc., to the certificate of amendment to which this Declaration is attached.

ARTICLE I

DEFINITIONS

Section One. Definitions. The following words when used in this Declaration or any supplemental Declaration (unless the context shall prohibit) shall have the following meanings:

1. "Lakeside Woodlands" shall mean and refer to all existing properties as are subject to this Declaration, namely: LAKESIDE WOODLANDS SECTION I, PB 16 PGS 92-93; LAKESIDE WOODLANDS SECTION II, PB 18 PGS 48-49; LAKESIDE WOODLANDS SECTION III, PB 22 PGS 42-43; LAKESIDE WOODLANDS SECTION IV, PB 22 PG 138; and LAKESIDE WOODLANDS SECTION SECTION V, PB 24 PGS43-45.
2. "Association" shall mean and refer to Lakeside Woodlands Civic Association, Inc.
3. "Private Dwelling Unit" shall mean and refer to a living unit within Lakeside Woodlands.
4. "Owner" shall mean and refer to the record title owner, whether one or more persons or entities, of the fee simple title to any Lot situated within Lakeside Woodlands but shall not include mortgagee.
5. "Developer" shall mean and refer to Marco, Ltd., its successors and assigns.
6. "Member" shall mean and refer to members of the Lakeside Woodlands Civic Association, Inc.
7. "Lot" shall mean and include all parcels of land duly recorded and identified by the Plat intended or designed for the construction thereon of one Private Dwelling Unit as herein defined, and where appropriate to the context, such definition shall also include the space occupied by the existing or planned Condominium Unit within a condominium, or Cluster Lot, or a rental apartment unit. A Lot shall also refer to the division of the Commercial Area into separate pieces of realty if said division is made. An Owner of a tract referred to herein as Multi-Family shall be deemed to be the Owner of the number of Lots as referred to in Article III under

"Density".

8. "Board of Directors" or "Board" when referred to herein shall mean the Board of Directors of Lakeside Woodlands Civic Association, Inc.

9. "Committee" when referred to herein shall mean the Committee provided for in Article VIII hereof.

10. "Commercial Area" shall refer to that area shown on the Plat of Lakeside Woodlands designated as Commercial Area.

11. "Multi-Family Area" shall refer to that area designated on the Plat of Lakeside Woodlands as Multi-Family area.

12. "Cluster Lots" shall refer to those Lots located in the area designated on the Plat of Lakeside Woodlands as Cluster Area. These Lots are designed to accommodate single family, duplex, triplex and quadraplex residences.

13. "Common Area" shall refer to all real property designated as Common Green Area (including the streets) on the Plat of Lakeside Woodlands

14. "Recreational Area Improvements" refers to any recreational improvements to be placed on the Common Area by the Developer or Association.

15. "Condominium Unit" refers to a unit in a condominium established under Chapter 718 of the Florida Statutes.

16. "Declaration" refers to this document and all amendments, restatements, and conditions thereto.

17. "Plat" refers to the plats of Lakeside Woodlands as recorded on the public records of Pasco County, Florida, and referred to in Paragraph 1 of this Article, as the same have been recorded from time to time in the Public Records of Pasco County, Florida.

ARTICLE II PROPERTY SUBJECT TO THIS DECLARATION

Section One. Property. The real property which is, and shall be held, transferred, sold, conveyed, and occupied subject to this Declaration is located in the County of Pasco, State of Florida, and is described as:

Commencing at the North quarter corner of Section 34, Township 24 South, Range 16 East, Pasco County, Florida, thence S. 00° 15' 53" W., 40.00 feet to the

Point of Beginning; thence S. 89° 47' 22" E., 125.92 feet; thence 691.12 feet along the arc of a curve to the right, radius 660.00 feet; chord bearing and distance of S. 59° 47' 26" E., 659.98 feet; thence S. 29° 47' 31" E., 365.24 feet; thence 270.19 feet along the arc of a curve to the left, radius 1040.00 feet, chord bearing and distance of S. 37° 14' 05" E., 269.43 feet; thence S. 44° 40' 38" E., 3063.66 feet; thence S. 47° 39' 52" W., 644.99 feet; thence S. 44° 40' 38" E., 330.00 feet; thence N. 47° 39' 52" E., 644.99 feet; thence S. 44° 40' 38" E., 977.21 feet; thence N. 89° 44' 07" W., 4132.28 feet; thence N. 00° 13' 33" E., 3953.00 feet to the Point of Beginning. Containing 8,424, 525 square feet or 193.400 acres of land, more or less.

Being subsequently platted and now known as:

Lakeside Woodlands Section I, per Plat Book 16, Pages 92-93
Lakeside Woodlands Section II, per Plat Book 18, Pages 48-49
Lakeside Woodlands Section III, per Plat Book 22, Pages 42-43
Lakeside Woodlands Section IV, per Plat Book 22, Page 138
Lakeside Woodlands Section V, per Plat Book 24, Pages 43-45

ARTICLE III DENSITY

Section One. Single Family Lot. There shall be 340 single family detached Lots in Lakeside Woodlands, unless adjusted as herein provided, and each of said Lots shall have only one Private Dwelling Unit per Lot.

Section Two. Multi-Family Area. It is contemplated that there shall be no more than 450 Private Dwelling Units in the Multi-Family Area.

Section Three. Cluster Lots. There shall be 80 Cluster Lots in Lakeside Woodlands, and each Cluster Lot is designed to have either a duplex, triplex, single-family residence, or two lots may be combined allowing a quadraplex to be located thereon.

Section Four. Commercial Area. It is contemplated that there shall not be more than ten stores in said area.

Section Five. Division of the Multi-Family Area. The deed to the sale of all or a portion of a Multi-Family Area by the Developer shall designate the density of said area, and thereafter, the new Owner of said area shall be deemed to be the Owner of said designated number of Lots, or the actual number of condominium or rental units which are actually constructed, whichever is less.

Section Six. Density Adjustment. The Developer reserves the right to adjust the density

of the Cluster Lots, Multi-Family Area, Commercial Area, and the area reserved for utilities, and the right to replat said areas for single family lots, or other usage.

**ARTICLE IV
AGREEMENT TO JOIN HOMEOWNERS' ASSOCIATION;
ASSOCIATION MEMBERSHIP AND VOTING RIGHTS**

Section One. MEMBERSHIP

1. Every person or entity who is the Owner of record of a fee interest in any Lot shall be a member of the Association, subject to and bound by the Association's Articles of Incorporation, By-Laws, rules and regulations and this Declaration. For this purpose, ownership of a Condominium Unit under any unit ownership arrangement or ownership of a rental apartment, or ownership of a Commercial Lot, or ownership of a Cluster Lot, shall be deemed ownership of a Lot.

The foregoing is not intended to include persons or entities who hold an interest in any Lot merely as security for the performance of an obligation. Ownership of such Lot shall be the sole qualification for membership. When any Lot is owned of record in joint tenancy or tenancy in common or by some other legal entity, or when two or more persons or other legal entity are purchasing one or more Lots under contract or agreement of purchases, the membership as to such Lots under contract or agreement of purchase, will be joint and the right of such membership (including the voting power arising therefrom) shall be exercised only as stipulated in Section Two herein below.

2. During any period in which a Member shall be in default in the payments of any annual, special or other periodic assessment or charge levied by the Association, the voting rights and right to the use of the Recreational Area Improvements on other areas which the Association may provide may be suspended by the Board of Directors until all such charges, together with such reasonable penalties as the Board of Directors of the Association may impose have been paid. A charge in the form of a fine not exceeding \$250 may also be levied after a hearing at which the general requirements of due process shall be observed. Such hearing shall only be held by the Board (or a Committee thereof) after giving such Member fourteen (14) days prior written notice by registered or certified mail specifying such alleged violation and setting the time, place and date of the hearing. Determination of violation shall be made by a majority vote of the Board (or the Committee thereof), and such action shall thereby be conclusive.

3. No membership or initiation fee shall be charged nor shall Members be required to pay at any time any amount to carry on the business of the Association except to pay when due the charges, assessments, and special assessments levied upon each Member's Lot as specified in the Declaration, the By-Laws, or as the Members of the Association may from time to time hereafter adopt.

Section Two. VOTING AND VOTING RIGHTS

1. The voting rights of the membership shall be appurtenant to the ownership of the Lot.
 - A. MULTI-FAMILY AREA. Each Condominium Unit or rental unit constructed or planned for construction in the Multi-Family area which Condominium Unit or rental unit has been heretofore described as a Lot, shall entitle the owner(s) of said Lot to one-half (1/2) of one vote.
 - B. SINGLE-FAMILY DETACHED HOMES. Each Lot designated as a Lot on which a single-family detached home is or may be constructed or each Lot designated as a Cluster Lot, shall entitle the Owner(s) of said Lot to one (1) vote.

When two or more persons hold an interest (other than leasehold or security interest) in any Lot, all such persons shall be Members. The vote for such Lot shall be exercised by one of such persons as proxy and nominee for all persons holding an interest in a Lot and in no event shall more than the number of votes hereinabove designated be cast with respect to any Lot. If a Lot is owned by a corporation, trust, or limited partnership, the vote shall be exercised by the president, trustee, or general partner, respectively.

2. Any Member who is delinquent in the payment of any charges duly levied by the Association against a Lot owned by such member shall not be entitled to vote until all such charges, together with such reasonable penalties as the Board of Directors of the Association may impose, have been paid.

3. Voting on all matters except the election of directors shall be by voice vote or by show of hands unless a majority of the total votes represented at the meeting shall, prior to voting on any matter, demand a ballot vote on that particular matter. Where directors or officers are to be elected, the solicitation of proxies for such elections may be conducted by mail.

ARTICLE V

PROPERTY RIGHTS IN THE COMMON AREA AND RECREATIONAL AREA IMPROVEMENTS

Section One. Members' Easements of Enjoyment. Subject to the provision of Section 3 below, every Member of the Association shall have a non-exclusive right and easement of enjoyment in and to the Common Area and the Recreational Area Improvements, and such easement shall be appurtenant to and shall pass with the title to every Lot situated within Lakeside Woodlands.

Section Two. Common Area and Recreational Area Improvements. The Developer may retain the legal title to the Common Area and the Recreational Area Improvements until such

time as it has completed improvements thereon and until such time as, in the absolute discretion of the Developer, the Association is able to maintain the same, and at that time, title to said areas shall be conveyed to the Association.

Section Three. Extent of Members' Easement in Common Area. The rights and easements of enjoyment created hereby shall be subject to the following:

1. A right of the Association to limit the use of the Common Area and the Recreational Area Improvements to Owners, their families and guests;
2. The right of the Association to suspend the voting and enjoyment rights of a Member for any period during which any assessment against his Lot remains unpaid, or for any infraction of the Association's published rules and regulations;
3. The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such dedications or transfer shall be effective unless the Members entitled to at least two-thirds (2/3) of the total votes cast in person or by proxy agree to such dedication or transfer, provided that this paragraph shall not preclude the Board of Directors of the Association from granting easements for the installation and maintenance of electrical, telephone, cable television, water and sewage, utilities and drainage facilities upon, over, under and across the Common Area and Recreational Area Improvements without the assent of the membership when such easements are requisite for the convenient use and enjoyment of the properties in the absolute discretion of the Board of directors.
4. The right to mortgage the Common Area and Recreational Area Improvements as hereinafter set forth.

Section Four. Extension of Rights and Benefits. Every Owner of a Lot shall have the right to extend the rights and easements of enjoyment vested in him under this Article to each of his tenants and to each member of his family who resides with him within Lakeside Woodlands and to such other persons as may be permitted by the Association.

ARTICLE VI

COMMON AREA AND RECREATIONAL AREA IMPROVEMENTS

Section One. Type and extent of. The Developer or the Association may construct, furnish and equip such Common Area and Recreational Area Improvements as it deems necessary and appropriate for Lakeside Woodlands as the development progresses from time to time.

Section Two. Time to be Constructed. Due to the fact that the Owners of the Lots in

Lakeside Woodlands will have the responsibility of maintaining the Recreational Area Improvements when completed, it is the intention of the developer that the Recreational Area Improvements should not be started until 50 residences are occupied. The actual time however, for the Recreational Area Improvements to be built or completed shall be completely discretionary with the Developer.

Section Three. Mortgage. The Association shall have the power and authority to mortgage the Common Area and Recreational Area Improvements upon the approval of two-thirds (2/3) of the total votes cast in person or by proxy after it acquires title to same.

Section Four. Expenses. It shall be the duty of the Association to pay for all expenses from monies available to it which arise as to the Common Area and Recreational Area Improvements including the payment of real property taxes.

ARTICLE VII

COVENANTS FOR MAINTENANCE ASSESSMENTS

Section One. Creation of the Lien and Personal Obligation of Assessments. The Developer, for each Lot owned including "Lots" within Multi-Family Area and the Commercial Area and Cluster Lots, within Lakeside Woodlands, hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other conveyance, shall be deemed to covenant and agree to pay to the Association: (1) annual assessments or charges; (2) special assessments for capital improvements, or some other purpose, or charges in the form of fines, with said assessments or charges to be fixed, established and collected from time to time as herein provided. The annual and special assessments and other charges, together with such interest thereon and costs of collection thereof as hereinafter provided, shall be a charge on the Lots herein, and shall be a continuing lien in the nature of a mortgage upon the Lots against which each such assessment is made. The lien herein mentioned shall not be a charge against the Common Area, or any part of it. Each such assessment, together with such interest thereon and cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the Owner of said Lot at the time when the assessment fell due. Said lien may be foreclosed against said Lot in the same manner as a mortgage foreclosure against real property.

Section Two. Purpose of Assessments. The assessments levied by the Association shall be used to provide funds for such purposes as the Association may determine for the benefit of its Members, which purposes may include maintenance, landscaping and beautification of the Common Area and Recreational Area Improvements. Funds may also be used to provide other services for the Association Members to promote the health, safety and welfare of the residents of the community and in particular, for the acquisition, improvement and maintenance of properties, services and facilities related to the use and enjoyment of the Common Area and Recreational Area Improvements, including but not limited to the cost of repair, replacement and

additions thereon; the cost of labor, equipment, materials, management and supervision thereof; the payment of taxes assessed against the Common Area and Recreational Area Improvements, the procurement and maintenance of insurance; the employment of attorneys, accountants and other professionals to represent the Association when necessary or useful; the employment of security personnel to provide any service which is not readily available from any governmental authority; and such other needs as may arise from time to time.

Section Three. Annual Maintenance Assessment. There shall be no annual assessments until January 1, 1981. Thereafter, the annual assessment, unless changed, as provided herein, shall be \$120 per Lot, with the percentages applied to the particular "Lot" in question. After January 1, 1981, upon initial purchase, the assessment shall be pro-rated to January 1st of the next year, and thereafter paid yearly.

1. From and after the first day of January, 1981, the annual assessment shall be as stated above, or shall be the sum determined by the Board of directors which, in its judgment, shall be sufficient to provide funds required by the Association to carry out stated purposes and functions for the ensuing year. The budget for the ensuing year shall be adopted by the Board of directors on or before December 1st of the preceding year, and written notices of the assessment shall be mailed by the Board of directors or their agent at least ten (10) days prior to the end of the upcoming year. The Board of Directors shall have full and absolute authority to set the assessments.

Section Four. Special Assessments. In addition to the annual assessment authorized above, the Association may levy, from time to time, in any assessment year, a special assessment applicable to that year only, provided such assessment shall have the approval of two-thirds (2/3) of the total votes cast in person or by proxy at a special or regular meeting of the membership if appropriate notice of said action has been given as provided in the By-Laws.

Section Five. Assessment Rate. The Lots in Lakeside Woodlands shall be assessed as follows:

1. **Single Family Detached Home.** Each Lot designated as a Lot on which a single family detached home is or may be constructed, shall be assessed at a rate of 100% of any annual or special assessment, fixed or levied against a Lot except that until the Lot(s) hereunder are sold by the Developer, the Developer shall only pay 25% of the full assessment with respect to the individual Lots in question.

2. **Condominium or Rental Unit.** Each Lot designated as a Condominium Unit or a rental unit shall be assessed at the rate of 50 percent of the annual or special assessment as may be levied or fixed against a single family detached Lot, and until said Lot is sold by the Developer, the Developer shall only pay 5 percent of the annual or special assessment levied against a single family detached Lot. After the sale of Condominium or rental Lots hereunder and a designation of the densities required in Article III, Section Four, the responsibility for the Developer with respect to said Lot shall cease and the new purchaser shall be responsible for the

full 50 percent assessment per Lot.

3. Cluster Lots. Each lot designated as a Cluster Lot shall be assessed at the rate of 133 percent of the annual or special assessment as may be levied or fixed against a single family detached Lot, and until said Lot is sold by the Developer, the Developer shall pay only 25% of the annual or special assessment of the single family detached Lot.

Section Six. Effect of Non-Payment of Assessments; Remedies of Association. Each annual assessment shall be due and payable by January 31st of each year in which an annual assessment is due. Any special assessment or charge shall be due within the time specified by the Board of Directors. Any assessment or charge not paid within thirty (30) days after due date shall bear interest from the date due at ten percent (10%) per annum. The Association, its agent or representative may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the Lot to which the assessment relates, and interest, costs and reasonable attorney's fee for such action or foreclosure shall be added to the amount of the assessment to the extent allowed by law. No Owner may waive or otherwise escape liability for the assessment by non-use of the Common Area or Recreational Area Improvements or by the abandonment of his Lot. The Association shall have the right to take any action herein provided against the Owner and the election of any one remedy shall not be deemed a waiver of any other remedy.

Section Seven. Subordination. The continuing lien for the security of the assessments due hereunder shall be automatically subordinate to the mortgages of institutional mortgagees, which term shall include federal savings and loan associations, state and federal banks, real estate investment trusts and insurance companies; provided, however, that such subordination shall not apply to a claim of lien which has been specifically recorded of record by the Association evidencing non-payment of the assessment. In the event of foreclosure of a mortgage by a mortgagee whose mortgage is subordinate to a prior recorded lien for unpaid assessments, said foreclosure shall foreclose only assessments which are unpaid at the time of said foreclosure, and shall not foreclose any assessments or the right to same which become due and payable after the commencement of the foreclosure action, and each mortgagee takes title subject to this clause. If an institutional mortgagee acquires title to a Lot due to foreclosure, and if an assessment becomes due and payable while said mortgagee owns same, said assessment shall be reduced by 50% for the benefit of said mortgagee, if it requests said reduction, during the period of its ownership of said Lot.

Section Eight. Claim of lien. The Association may file a claim of lien against any Lot hereunder evidencing an unpaid assessment or charge upon the public records of Pasco County, Florida, and the Association shall notify the Owner of said Lot of said lien by regular mail at the Owners last known address. This claim of lien shall not be placed of record until after the date said assessment is delinquent.

Section Nine. Waiver of Homestead. Each and every person who acquires title to all or a

part of a Lot in Lakeside Woodlands shall thereby waive any and all homestead rights, if any, which said person has or may have had under the laws of the State of Florida as to the liens or lien rights herein created. This does not refer to the "homestead tax exemption".

ARTICLE VIII

ARCHITECTURAL, MAINTENANCE AND USE RESTRICTIONS WITH RESPECT TO SINGLE FAMILY LOTS AND CLUSTER LOTS

Section One. Enforcement. The Developer shall have the responsibility of enforcing the restrictions set forth in this Article prior to the formation of the Committee, which upon appointment, shall assume and be responsible for enforcement. References in this Article to Committee shall mean the Developer until the Committee is appointed.

Section Two. Approval of Plans, Standards and Procedures. For the purpose of further insuring the development of Lakeside Woodlands as a residential area of highest quality and standard, and in order that all improvements on each Lot shall present an attractive and pleasing appearance from all sides of view, the Committee reserves the exclusive power and discretion to control and approve all of the buildings, structures and other improvements on each Lot in the manner and to the extent set forth herein.

1. No residence or other building, fence, wall, utility shed, driveway, swimming pool or other structure or improvement, regardless of size or purpose, whether attached to or detached from the main residence, shall be commenced, placed, erected or allowed to remain on any Lot, nor shall any addition to or exterior change or alteration thereto be made, unless and until building plans and specifications covering same, showing the nature, kind, shape, heights, size, materials, floor plans, exterior color schemes, location and orientation of the Lot and approximate square footage, construction schedule, front, side and rear elevations and such other information as the Committee shall require, including if so required, plans for the grading and landscaping of the Lot showing any changes proposed to be made in the elevation or surface contours of the land, have been submitted to and approved in writing by the Committee.

2. All architectural, remodeling and landscape plans must be accompanied by site plans which show the siting of homes on each side of the residency under consideration. The Committee shall have the absolute and exclusive right to refuse to approve any such building plans and specifications and lot-grading and landscaping plans which are not suitable or desirable in its opinion for any reason, including purely aesthetic reasons and reasons connected with future development plans of the Developer of Lakeside Woodlands or contiguous lands.

3. In the event the Committee rejects such plans and specifications as submitted, the Committee shall so inform the Owner in writing and along with reasonable detail the reason(s) for disapproval and the Committee's recommendations to remedy same, if in the sole opinion of the Committee a satisfactory remedy is possible.

4. In passing upon such building plans and specifications and lot-grading and landscaping plans, the Committee may take into consideration the suitability and desirability of proposed constructions and of the materials of which the same are proposed to be built to the building lot upon which it is proposed to erect the same, the quality of the proposed workmanship and materials, the harmony of external design with the surrounding neighborhood and existing structures therein, and the effect and appearance of such construction as viewed from neighboring properties. In addition, there shall be submitted to the Committee for approval such samples of building materials proposed to be used as the Committee shall specify and require.

5. As a prerequisite to consideration for approval, and prior to beginning the contemplated work, one (1) complete set of plans and specifications must be submitted to the Committee.

6. Upon giving written approval, construction shall be started and prosecuted to completion promptly and in strict conformity with such plans and specifications.

7. Committee shall be entitled to stop any construction in violation of these restrictions and any such exterior addition to or change or alteration made without application having first been made and approval obtained as provided above, shall be deemed to be in violation; of this covenant and may be required to be restored to the original condition at Owner's cost, plus any attorney's fees expended, if any, by the Committee.

8. In the event the Committee fails within twenty-one (21) days to approve or disapprove such plans and specifications, approval will not be required, and this Section shall be deemed to have been fully complied with.

9. Plans and specifications shall be prepared by an architect or contractor registered in the State of Florida.

10. All structures must be built to comply substantially with the plans and specifications as approved by the Committee and, before any house can be occupied it must be completely finished and a certificate of completion must be issued by Pasco County.

11. Until such time as Developer divests itself of all Lots within Lakeside Woodlands, Developer shall appoint from time to time the members of an Architectural Committee (The "Committee") to consist of not less than three (3) nor more than seven (7) members which shall exercise authority to approve plans and specifications, and Developer shall have the right to assign the responsibilities of the Committee to the Association at any time. After Developer divests itself of all Lots within Lakeside Woodlands, the Committee shall be appointed by the Board of Directors.

12. The Committee shall have the right to waive the procedural requirements as stated

above from time to time on a case by case basis.

Section Three. Garages. All garages in the single family detached area shall have a capacity for at least two automobiles. Garages must be used and maintained as garages. There shall be no carports, except in the Multi-Family Area. One car garages shall be authorized on the Cluster Lots.

Section Four. SETBACKS - SINGLE FAMILY DETACHED LOT

1. Minimum setback lines are not intended to engender uniformity of setbacks; they are meant to avoid overcrowding and monotony. It is intended that setbacks may be staggered where appropriate so as to preserve important trees, and assure vistas of water and open areas. The Committee reserves the right to select the precise site and location of each house or other structure on each Lot and to arrange the same in such manner and for such reasons as Committee shall deem sufficient. No detached single-family dwelling unit or any part thereof shall be erected nearer to any front Lot line than twenty-five (25) feet, nor nearer than fifteen (15) feet to any side street Lot line, and no building shall be erected nearer than ten (10) feet to any interior side Lot line except seven and one-half (7 ½) feet on cul-de-sac or irregular shaped Lots that make it impossible to comply.

2. For the purpose of determining compliance with the foregoing building requirements, porches and wing-walls shall not extend beyond any setback lines, unless written approval is received from the Committee.

3. Setback provisions herein prescribed may be altered by the Committee whenever in its sole discretion the topography or configuration of any Lot in said subdivision will so require.

Section Five. SETBACKS - CLUSTER LOTS

The Committee shall approve the setbacks on the Cluster Lots on a case by case basis, and are authorized to approve zero lot line setbacks where appropriate when multiple structures are involved.

Section Six. BUILDING REQUIREMENTS

1. No detached single-family residences shall be erected or allowed to remain on any Lot unless the square foot area of the main residence, exclusive of screened porches, garages, and storage rooms shall equal or exceed 1,400 square feet on the single-family detached lots, or 1,000 square feet on the Cluster Lots.

2. The Committee shall have the right to reduce this square footage standard up to a maximum of fifteen percent (15%) when in its opinion there are special site and architectural considerations involved.

3. No single family detached residence shall be more than two stories above ground level.

4. All exterior walls shall be fully finished (no struck block).

5. Built-up (gravel) roofs shall not be permitted except on approved porches.

Section Seven. LAND USE

1. By or with the written consent of the Committee, two or more Lots or parts thereof, may be re-subdivided or combined to form one single building Lot, provided, however, in such event, the resulting Lots shall not be smaller in total area than either of the original Lots prior to such subdivision. If this is done, the vote appurtenant to the divided Lot shall pass to the Owner of the larger portion and the assessments shall be apportioned between the Owners of the respective parts on a square footage basis.

2. No structure of a temporary nature or character shall be used as a residence.

3. No building or structure shall be moved onto any Lot, it being the intent of this restriction that any and all buildings or structures on any of the Lots shall be constructed thereon.

4. No building erected for use as a garage upon a Lot or any part thereof, shall ever be used as any part of the residence; however, temporary sheds or small buildings necessary to the construction of permanent dwellings may be used for the purpose of such construction and may remain on the land for a maximum of one hundred eighty (180) days or until the time of completion of the dwelling, whichever is sooner.

Section Eight. MAINTENANCE AND LIVE TREES

1. All Lots, together with the exterior of all improvements (if any) located thereon, shall be maintained in a neat and attractive condition by their respective Owners. "Neat and attractive" as it pertains to lawns shall mean the combined area of bare or dead patches in the natural sod grass lawn shall not exceed ten percent (10%) of any front, back or side lawn. The sod grass shall be cut regularly so as not to exceed more than eight (8) inches in height. Such other maintenance shall include, but shall not be limited to, painting, repairing, replacing and caring for roofs, screens, windows, gutters, down spouts, building surfaces, trees, shrubs, walks and other exterior improvements. Each Owner shall also be responsible for maintaining that portion of a street used as his yard which lies between a Lot and the paved street in the same manner as if said Owner owned it. In the event the Owner fails to maintain his Lot, or the above mentioned strip, if any, and the improvements situated thereon in a manner satisfactory to the Committee, after approval by the Board, the Association shall have the right, through its agents and employees, to enter upon said Lot or strip of land and the exterior of the buildings and any other improvements erected thereon and perform such maintenance as approved by the Board.

The cost of such exterior maintenance shall be added to and become part of the assessment to which such Lot is subject and the Owner shall be personally liable to the Association for the costs of such maintenance and the costs, until paid, shall be a permanent charge and lien upon such Lot and shall bear interest at the highest rate allowed by law. Entry to perform maintenance shall be only between the hours of 7:00 A.M. and 6:00 P.M. on any day except Sunday. Such entry as herein provided shall not be a trespass, nor shall the Association be liable for doing anything reasonably necessary or appropriate in connection with carrying out these provisions.

2. The Owner of a Lot will be required to plant at least two (2) live hardwood trees, exclusive of punk, palm or citrus on any treeless Lot, prior to occupancy. The new trees must be at least seven (7) feet tall and have a DBH (Diameter Breast High) of at least 3". No tree can be removed from a Lot once all construction is completed unless it has died. Then, it must be replaced by the Owner of the Lot at his expense, in an area with an exposure to public view equivalent to that of the tree removed.

Section Nine. OTHER USES

1. No permanent clothes lines shall be allowed. Temporary lines may be set on removable stanchions, which shall be removed when not in use. Garbage containers shall be sunk or concealed by wall, fence or shrubbery. Yards, front, back and sides shall be sodded prior to occupancy. No stone yards or other artificial material shall be installed on or maintained on Lots in place of natural sod grass yards.

2. Street mailboxes shall be of a uniform type and shall be placed and maintained to complement the houses in the neighborhood. In the event that door to door postal service is available, Owners shall be required to have mailboxes attached to the main dwelling structure and street mailboxes shall be removed within ten (10) days of commencement of such door to door postal service.

3. No campers, recreational vehicles, boats, travel trailers, buses, mobile homes, or other types of trailers or commercial vehicles or vehicles with commercial equipment, tools or other paraphernalia therein or thereon shall be permitted on a Lot, or in streets abutting a Lot, unless in an enclosed garage. For purposes of this subsection, the definitions as used in the Florida Statutes and/or Pasco County Land Development Code, as amended from time to time, shall be controlling, subject to the provisions of Article XII, Section Three.

4. Campers, recreational vehicles, boats, travel trailers, buses, or mobile homes shall be parked in the designated areas of the Commercial Area at a rental to be established by the Association.

5. The use of any motor vehicle, including motorcycles, motor scooters, or trail bikes is prohibited on the grass areas of the Common Area at any time. No motor vehicle shall be parked on the streets overnight, nor shall any motor vehicle be parked anywhere on the lot except on the

driveway or in the garage.

6. No house or other structure on any residential Lot will be used for commercial or business purposes.

7. No illegal, noxious, dangerous, or offensive trade or activity shall be conducted or permitted upon said property, or any part thereof, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

8. No trash, rubbish, stored materials, wrecked or inoperable vehicles or similar unsightly items shall be allowed to remain on any Lot outside an enclosed structure. However, the foregoing shall not be construed to prohibit temporary deposits of trash, rubbish and other such debris for pickup by garbage and trash removal service units.

9. In the event that the Owner of any developed Lots fails or refuses to keep such property free from any of the foregoing unsightly items, weeds or underbrush, the Association may, at its option, ten (10) days after posting a notice thereon or mailing a notice to said Owner at his property address requesting Owner to comply with the requirements of this paragraph, enter and remove all such unsightly items and growth at said Owner's expense, and Owner shall be personally liable to the Association for the costs of removal, and the costs until paid shall be a permanent charge and lien upon such Lot and shall bear interest at the highest rate allowed by law. By acquiring property subject to these restrictions, each and every Owner agrees to pay such costs promptly upon demand by the Association, their agents, assigns, or representative. No such entry as provided herein shall be deemed a trespass, nor shall the Association be liable for doing anything reasonably necessary or appropriate in connection with carrying out these provisions.

10. The provisions of this section shall not apply to Lots upon which houses are under construction.

11. No window air conditioning units shall be installed without prior written approval of the Committee.

Section Ten. FENCES, HEDGES AND LANDSCAPING

1. All the landscape plans, fences and hedges must receive prior written approval from the Committee before implementation, and are subject to the provisions of Article IX hereinafter set forth.

2. Boundary walls, excluding party walls, may be erected and hedges grown, but no higher than three (3) feet, from the street right-of-way to the minimum building setback line. No fence of any type shall be permitted between the street right-of-way and the minimum building setback line. Fences, boundary walls and hedges shall not exceed five (5) feet in height from the minimum building setback line to the back building line of the main structure, and shall not

exceed six (6) feet in height to the rear property line, unless written approval is received from the Committee.

Section Eleven. ANIMALS

1. No animals, poultry, reptiles or other livestock of any kind shall be bred, raised or kept on or in said described property, but this covenant shall not be deemed as prohibiting the keeping of not more than two domesticated pets. Domesticated Pets shall be defined as dogs or cats. The Owners of such pets shall exercise all reasonable and diligent care with such pet or pets so as not to annoy other residents in the surrounding neighborhood, and any such dog or cat shall be kept and maintained by said owner at all times in either an enclosed fence area or restrained on a leash.

2. No person owning or having possession, charge, custody or control of any dog shall cause, permit or allow the dog to stray, run, be, go or in any other manner be at large in or upon any public street, sidewalk, Common Area, Recreational Area Improvements, park, or on another's Lot, without the express or implied consent of the Owner of such Lot.

Section Twelve. UTILITIES

1. No outside radio transmission tower or receiving antenna shall be erected by the Owner, except a television antenna.

2. All residential utility service lines (including, without limitation, electricity, telephone, any and all types of radio and television lines, cables, etc.) to the Lots shall be underground, provided, however, this restriction shall not be construed to prohibit the installation or construction of one or more central utility service relay towers in the event such is, in the Committee's sole discretion deemed necessary.

Section Thirteen. WELLS AND LAKES

1. Except with prior written approval and permission of the Committee no deep water well shall be sunk or drilled on any Lot. However, Developer reserves the right to locate wells, pumping stations and tanks within residential areas or the Common Area, or on any Lot designated for such use, however, each house may have a shallow well for irrigation purposes if allowed under Pasco County regulations, and the rules of the Southwest Florida Water Management District.

2. The Developer shall have the sole and absolute right, but no obligation, to control the water level of the lakes located within Lakeside Woodlands and to control the growth and eradication of plants, fowl, reptiles, animals, fish and fungi in lakes. The obligation to do this shall be assumed by the Association upon Developer's written request.

3. No Owner or resident shall have any right to pump or otherwise remove any water from the lakes or streams for the purpose of irrigation or other use nor to place rocks, stones, trash, garbage, sewage, water discharged from swimming pools or heating or air conditioning systems, waste water (other than surface drainage), rubbish, debris, ashes or other refuse in any of the lakes or streams.

4. The Association shall have the right to establish additional rules and regulations with respect to lakes and streams from time to time.

Section Fourteen. NOXIOUS ACTIVITIES

1. The pursuit of hobbies or other inherently dangerous activities, including specifically, without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices which might cause disorderly, unsightly or unkept conditions; the shooting of firearms, fireworks or pyrotechnic devices of any type or size; and other such activities shall not be pursued or undertaken on any part of any Lot, the Common Area or Recreational Area Improvements without the consent of the Association.

2. No noxious or offensive trade or activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or become an annoyance to the neighborhood.

3. No unlicensed motor vehicles of any type shall be permitted to remain overnight on a Lot or streets abutting a Lot, unless garaged.

4. If an Owner of Lot, after conveyance by the Developer, refuses to mow said Lot, or to keep said Lot in a clean and presentable condition, or to keep same free from debris, then the Committee shall, after giving ten (10) days written notice to the Owner of said Lot, have said Lot mowed or cleared as the case may be, and a lien may, at the option of the Committee, be placed on said Lot by recording the same in the Public Records, to cover the Association's out-of-pocket expenses in connection therewith, which lien shall carry interest at the rate of ten percent (10%) per annum.

Section Fifteen. STORAGE OF MATERIALS

1. Incinerators for garbage, trash or other refuse shall not be used nor permitted to be erected or placed on any Lot unless consent of the Association is obtained. Any and all equipment, coolers, woodpiles, garbage cans, refuse or storage piles placed on a Lot (whether temporary or permanent) shall be walled in to conceal same from the view of the neighboring Lots, roads, streets, the waterfront or open areas. Plans for all screens, walls, and enclosures must be approved by the committee prior to construction.

2. No lumber, brick, stone cinder block, concrete or other building materials, scaffolding, mechanical devices or any other thing used for building purposes shall be stored on any lot

except for the purpose of construction on such lot and shall not be stored on such lot for longer than the length of time reasonable necessary for the completion of the improvement in which same is to be used.

3. No exposed above-ground tanks will be permitted for the storage of fuel or water or any other substance, except for water tanks that may be constructed by the Developer for the storage of potable water for the community and fuel tanks for Developer's use during building operations, unless the consent of the Association is first obtained.

Section Sixteen. SWIMMING POOLS

1. Swimming Pools shall not be nearer than ten (10) feet to any Lot line and must be located to the rear of the main building unless a different location is authorized in writing by the Committee.

2. No swimming pool shall be constructed which is not fully enclosed by an adequate screened enclosure or at least a four foot (4') high locked fence. No above ground pools will be permitted.

Section Seventeen. SPRINKLING SYSTEMS

1. All Lots may have one hundred percent (100%) underground sprinkling coverage in operable condition.

2. If approved by the Committee, shallow well water may be used for lawn sprinkling if allowed under Pasco County regulations, and the rules of the Southwest Florida Water Management District.

Section Eighteen. EXCAVATION AND FILLING

1. No Owner shall excavate or extract earth from any of the Lots subject to this Declaration for any business or other commercial purpose. No elevation changes shall be permitted which materially affect surface grade of surrounding Lots, unless approved by the Committee. No Lot shall be increased in size by filling in the water it abuts.

Section Nineteen. RENTAL OF HOMES - Amended 5/1/12

~~Owners may rent out their homes under the following conditions: Homeowner must have lived in the home for at least one (1) year before it can be rented. All leases must be in writing for a minimum term of one (1) year, with renewal or extension terms for no less than one (1) year each. Leases are subject to approval by the Board, and no occupancy shall be given to tenants until such approval has been granted. The Board may condition approval on: Submission of a rental application, including, but not limited to: employment, credit history, all prior rental~~



2010063876
Rcpt: 1303912 Rec: 18.50
DS: 0.00 IT: 0.00
05/07/10 S. Shultz, Dpty Clerk

HOA: Lakeside Woodlands Corrected Certif Amd Sec 19

Return to:
Lakeside Woodlands Civic Association, Inc.
P.O. Box 5114
Hudson, FL 34674-5114

PAULA S. O'NEIL, PASCO CLERK & COMPTROLLER
05/07/10 08:50am 1 of 2
OR BK 8327 PG 167

**CERTIFICATE OF AMENDMENT BY BOARD OF DIRECTORS TO THE
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF
LAKESIDE WOODLANDS**

Lakeside Woodlands is a platted subdivision of multiple sections in Pasco County comprised of Section I, per Plat Book 16, Pages 92-93; Section II, per Plat Book 18, Pages 48-49; Section III, per Plat Book 22, Pages 42-43; Section IV, per Plat Book 22, Page 138; and Section V, per Plat Book 24, Pages 43-45; all in the Public Records of Pasco County, subject to that Declaration of Covenants, Conditions and Restrictions as recorded in O.R. Book 1025, Page 1216, and amended by instruments recorded in O.R. Book 7821, Page 505, and O.R. Book 8238, Page 1465, Public Records of Pasco County, Florida.

We Carl Garritani, as President, and Doreen Montante, as Secretary of Lakeside Woodlands Civic Association, Inc., hereby certify that in accordance with Article XIII, Section Two of the Lakeside Woodlands Declaration of Covenants, Conditions and Restrictions recorded in O.R. Book 1025, Page 1357, and amended by instruments recorded in O.R. Book 7821, Page 505, and O.R. Book 8238, Page 1465, the following amendment has been made and adopted by the Board of Directors of the Association to clarify Article VIII, Section Nineteen of the Declaration of Covenants, Conditions and Restrictions pertaining to rental of homes.

Section Nineteen. RENTAL OF HOMES

Owners may rent out their homes under the following conditions:
Homeowner must have lived in the home for at least one (1) year before it can be rented. All leases must be in writing for a minimum term of one (1) year, with renewal or extension terms for no less than one (1) year each. Leases are subject to approval by the Board, and no occupancy shall be given to tenants until such approval has been granted. The Board may condition approval on: Submission of a rental application, including, but not limited to: employment, credit history, all prior rental references and an oral interview with the Board by prospective tenants or landlord or both. Owners must provide the Board a check for \$50 to cover the cost of checking references. The Owner must also provide an agreement signed by the tenants agreeing to be bound by the aforesaid Declaration of Covenants, Conditions and Restrictions, as amended from time to time. The Board reserves the right to refuse any renewal or extension of the lease because of a violation of the Declaration of Covenants, Conditions and Restrictions by any such tenants. For purposes of this Section, the term "tenant" or "tenants" shall mean any person or persons occupying the subject home for a period (a) in excess of two (2)

consecutive weeks, or (b) in excess of fourteen (14) days cumulative in any twelve (12) month period, regardless of whether rent is actually being paid. Such occupancy must be during times when the Owner or Owners are not also occupying the home.

IN WITNESS WHEREOF, we have signed this Certificate this 24th day of April, 2010.

LAKESIDE WOODLANDS CIVIC ASSOCIATION, INC.

By *Carl Garritani*, President
Carl Garritani

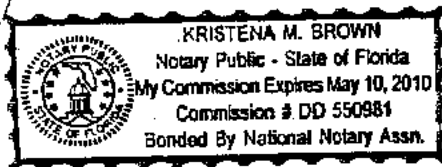
By *Doreen Montante*, Secretary
Doreen Montante

STATE OF FLORIDA
COUNTY OF PASCO

I HEREBY CERTIFY that on April 29, 2010, before me personally appeared Carl Garritani, as President, and Doreen Montante, as Secretary of Lakeside Woodlands Civic Association, Inc., both of whom are personally known to me and who severally acknowledged executing the foregoing Certificate under the authority duly vested in them by said corporation.

Kristena M. Brown, Notary Public
print name

My Commission Expires:



~~references and an oral interview with the Board by prospective tenants or landlord or both. Owners must provide to the Board a check for \$50 to cover the cost of checking references. The owner must also provide an agreement signed by the tenants agreeing to be bound by this declaration and the LWCA covenants. The Board reserves the right to refuse any renewal or extension of the lease because of violation of this declaration by any such tenants.~~

ARTICLE IX

EASEMENTS

Section One. Utility Easements. There is hereby created an easement upon, across, over, through and under all Lots and Common Area for ingress, egress, installation, replacement, repair and maintenance of all utility and service lines and systems including, but not limited to water, sewer, gas, telephones, electricity, and television cable for those utilities initially installed by the Developer.

No fences or other structures shall be permitted in utility easements. However, exceptions may be permitted if first approved in writing by the Withlacoochee River Electric Coop., Inc., whose address is P.O. Box 278, Dade City, Florida, 33528, or any other corresponding utility company.

Section Two. Encroachments. In the event any portion of the Common Area encroaches upon any Private Dwelling Unit or Lot, or any Private Dwelling Unit or Lot encroaches upon the Common Area as a result of construction, reconstruction, or repair, shifting, settlement or movement of any portion of the properties, a valid easement for the encroachment and for the maintenance of the same shall exist so long as the encroachment exists.

ARTICLE X

This Article intentionally left blank.

ARTICLE XI

ARCHITECTURAL, MAINTENANCE AND USE RESTRICTIONS WITH RESPECT TO COMMERCIAL AREAS AND MULTI-FAMILY AREAS

Section One. Commercial Area and Multi-Family Area. The Developer reserved the right to place a supplement to this Declaration of record which sets forth such terms and conditions as the Developer may determine which covers architectural, maintenance and use restrictions for the Commercial Area and Multi-Family Area.

ARTICLE XII

**TIME LIMIT TO BUILD, CONTRACTORS
AND GOVERNMENTAL RESTRICTIONS**

Section One. TIME LIMIT TO BUILD

1. The construction of any home on a single family detached Lot or Cluster Lot shall be commenced within six (6) months after the initial transfer of the Lot by the Developer unless waived by the Developer in writing.
2. Construction of any home on a single family detached Lot or Cluster Lot shall be completed within twelve (12) months from the date of commencement of construction thereof.
3. The construction of any building in the subdivision shall be diligently pursued to completion within a reasonable time after such work has begun.

Section Two. CONTRACTORS

Any buildings placed on any of the Lots within Lakeside Woodlands shall be erected by licensed contractors of Pasco County, Florida, or certified general contractors of the State of Florida.

Section Three. GOVERNMENTAL RESTRICTIONS

Each Owner shall observe all governmental building codes, health regulations, zoning restrictions and other regulations applicable to his Lot. In the event of any conflict between any provisions of any such governmental code, regulation or restriction and any provision of this Declaration, the most restrictive provision shall apply.

ARTICLE XIII

MISCELLANEOUS MATTERS

Section One. Duration. This Declaration shall be construed to be covenants running with the land and shall be binding and effective as of the date recorded, at which time they shall be automatically extended for successive periods of ten (10) years each unless approved at a meeting of the Association members by no less than two-thirds (2/3) of the total votes of the membership cast in person or by proxy to change, amend or revoke the restrictions in whole or in part. Every purchaser or subsequent grantee of any interest in any property now or hereafter made subject to this Declaration, by acceptance of a deed or other conveyance therefor, thereby agrees that the covenants and restrictions of this Declaration may be extended as provided in this Article.

Section Two. Amendment. The covenants and restrictions of this Declaration as they

pertain to the Lots and other properties within Lakeside Woodlands may be amended at any time and from time to time during the period of any extension or renewal thereof at a meeting of the Members of the Association by a two-thirds (2/3) affirmative vote of the Members present in person or by proxy. Any such amendment shall not become effective until a certificate of amendment signed by the president and the secretary of the Association evidencing the adoption of such amendment has been recorded in the Public Records of Pasco County, Florida. Every purchaser or subsequent grantee of any interest in any property now or hereafter made subject to this Declaration by acceptance of a deed or other conveyance therefor, thereby agrees that the covenants and restrictions of this Declaration may be amended as provided herein. Provided, however, that an amendment may be made by the Board of Directors of the Association to correct any typographical errors or to clarify any of the words, phrases, or sentences used herein without requiring compliance with the aforesaid procedure.

Section Three. Enforcement. If any person, firm or corporation shall violate or attempt to violate any of these restrictions, covenants or conditions, it shall be lawful for any other person, firm or corporation owning a Lot within Lakeside Woodlands to bring an action against the violating party for any claim or right which these restrictions may create in said Owner or interested party either to prevent said person, firm or corporation from so doing such acts which violate the provisions of this Declaration or to recover damages for such violation. The provisions of this section are in addition to and separate from the rights of the Association to enforce the provisions as contained in this Declaration or to collect Association assessments as provided herein.

Section Four. Attorneys' Fees. The prevailing party in any action by any Owner to enforce the provisions of this Declaration, or in an action by the Association to enforce the provisions of this Agreement, shall recover reasonable attorneys' fees and court costs from the losing party.

Section Five. Waiver. Any failure by Developer, Association, or any Owner to enforce any of the terms and conditions of this Declaration shall in no event be deemed a waiver of the right to do so thereafter.

Section Six. Invalidation. The invalidity in whole or in part of any section, subsection, sentence, phrase, clause or word of this Declaration, including the attached exhibits, shall not affect the validity of the remaining portions thereof, and all such remaining provisions shall remain in full force and effect together with the provisions ruled upon as they apply to circumstances other than those expressly invalidated.

Section Seven. Headings and Binding Affect. Headings are inserted only for convenience and are in no way to be construed as defining, limiting, extending or otherwise modifying the particular paragraphs to which they refer. The covenants, agreements and rights set forth herein are covenants running with the land and shall be binding upon and inure to the benefit of the respective heirs, executors, successors and assigns of the Developer and all persons

claiming by, through or under Developer regardless of whether or not the specific deed of transfer refers to this Declaration or not.

Section Eight. Merger. Upon a merger or consolidation of the Association with another homeowners' association, or similar organization, as provided in the By-Laws, its properties, rights and obligations may be transferred to another surviving or consolidating homeowners association, or in the alternative, the properties, rights and obligations of another homeowners' association may be added to the properties, rights and obligations of the Association as a surviving corporation pursuant to a merger. The surviving or consolidating homeowners' association may administer the covenants and restrictions established by this Declaration. No such merger or consolidation, however, shall affect any revocation, change, or addition to the covenants established by this Declaration.

Section Nine. Unintentional Violation of Restrictions. In the event of unintentional violations of any of the foregoing restrictions with respect to any Lot, the Association or its successors reserves the right (by and with the mutual written consent of the Owner or Owners for the time being for such Lot) to change, amend, or release any of the foregoing restrictions as the same may apply to that particular Lot.

IN WITNESS WHEREOF, the Lakeside Woodlands Civic Association, Inc. has caused this instrument to be executed by its president and secretary by the authority vested in them by the Association as of the 17th day of December, 2009.

Signed, sealed and delivered in the presence of these witnesses as to both:

Lakeside Woodlands Civic Association, Inc.

By: [Signature], President
Carl Garritani

[Signature]
Kristi Jo Peyton, Witness

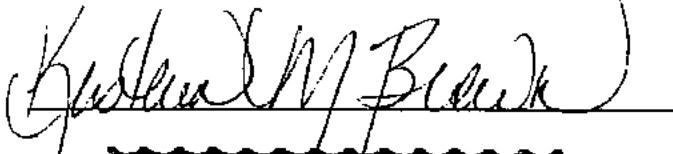
[Signature]
Kristina M. Brawn, Witness

By: [Signature], Secretary
Doreen Montante

STATE OF FLORIDA
COUNTY OF PASCO

The foregoing instrument was acknowledged before me by Carl Garritani as president of Lakeside Woodlands Civic Association, Inc., who produced a Florida driver license as

identification, and by Doreen Montante as secretary of Lakeside Woodlands Civic Association, Inc., who produced a Florida driver license as identification, December 17th, 2009.

 _____, Notary Public



**AMENDMENT TO THE
DECLARATION OF COVENANTS, CONDITIONS AND
RESTRICTIONS OF LAKESIDE WOODLANDS**

Adopted November 14, 2012

Except as otherwise noted below, the entire text of the paragraphs amended is set forth; previous language which was deleted is ~~stricken through~~, and language added is underlined.

ARTICLE IV, Section One, Paragraph 2: During any period in which a Member shall be in default in the payments of any annual, special or other periodic assessment or charge levied by the Association, the voting rights and right to the use of the Recreational Area Improvements ~~on~~ or other areas which the Association may provide may be suspended by the Board of Directors until all such charges, together with such reasonable penalties, including late fees, as the Board of Directors of the Association may impose have been paid. For any violation of the governing documents or applicable statutes, a A charge in the form of a fine not exceeding \$250 may also be levied after opportunity for a hearing at which the general requirements of due process shall be observed. Such hearing shall only be held by the Board (or a Committee thereof) after giving such Member fourteen (14) days prior written notice by registered or certified mail or hand delivery specifying such alleged violation and setting the time, place and date of the hearing. Determination of violation shall be made by a majority vote of the Board (~~or~~ and, if a hearing is held, the Committee thereof), and such action shall thereby be conclusive.

ARTICLE VII, Section Seven, *is deleted in its entirety.*

Article VIII, Section Eight, paragraph 1: All Lots, together with the exterior of all improvements (if any) located thereon, shall be maintained in a neat and attractive condition by their respective Owners. "Neat and attractive" as it pertains to lawns shall mean the combined area of bare or dead patches in the natural sod grass lawn shall not exceed ten percent (10%) of any front, back or side lawn. A patch is considered "bare" if there is no appreciable living natural grass sod on it, regardless of whether weeds may be growing there. The sod grass shall be cut regularly so as not to exceed more than eight (8) inches in height. Such other maintenance shall include, but shall not be limited to, painting, repairing, replacing and caring for roofs, screens, windows, gutters, down spouts, building surfaces, trees, shrubs, walks and other exterior improvements. Each Owner shall also be responsible for maintaining that portion of a street used as his yard which lies between a Lot and the paved street in the same manner as if said Owner owned it. In the event the Owner fails to maintain his Lot, or the above mentioned strip, if any, and the improvements situated thereon in a manner satisfactory to the Committee, after approval by the Board, the Association shall have the right, through its agents and employees, to enter upon said Lot or strip of land and the exterior of the buildings and any other improvements erected thereon and perform such maintenance as approved by the Board. The cost of such exterior maintenance shall be added to and become part of the assessment to which such Lot is subject and the Owner shall be personally liable to the Association for the costs of such maintenance and the costs, until paid, shall be a permanent charge and lien upon such Lot and shall bear interest at the highest rate allowed by law. Entry to perform maintenance shall be only between the hours of 7:00 A.M. and 6:00 P.M. on any day except Sunday. Such entry as herein provided shall not be a trespass, nor shall the Association be liable for doing anything reasonably necessary or appropriate in connection with carrying out these provisions.

Article VIII, Section Nine, paragraph 3: No campers, recreational vehicles, boats, travel trailers, buses, mobile homes, or other types of trailers or commercial vehicles or vehicles with commercial equipment, tools or other paraphernalia therein or thereon shall be permitted on a Lot, or in streets abutting a Lot, unless in an enclosed garage. For purposes of this subsection, the definitions as used in the Florida Statutes and/or Pasco County Land Development Code, as amended from time to time, shall be

controlling, subject to the provisions of Article XII, Section Three. Any vehicle prohibited or restricted by this paragraph which falls within any one of those statutory or code definitions is so prohibited or restricted.

ARTICLE VIII, Section Nine, paragraph 10: The provisions of this section shall not apply to Lots upon which houses are under construction. For lots where a trailer or commercial vehicle or vehicles with commercial equipment are being used in connection with extensive renovation or repair of property, the provisions of this section shall not apply during that period of continuous repair or demolition, provided there is an active and valid Building and Demolition Permit for the property. Within five (5) calendar days of the expiration of a Building Permit, passage of all final inspections or the issuance of a CO, all trailers, commercial vehicles or vehicles with commercial equipment shall be removed.

ARTICLE VIII, Section Nineteen, RENTAL OF HOMES: Owners may rent out their homes under the following conditions: Homeowner must have lived in home for at least one (1) year before it can be rented, but the Board may approve exceptions to this requirement on a case-by-case basis where the owner of the home is already an owner and occupant of another Lot. All leases must be in writing for a minimum term of one (1) year, with renewal or extension terms for no less than one (1) year each. Leases are subject to approval by the Board, and no occupancy shall be given to tenants until such approval has been granted. The Board may condition approval on: Submission of a rental application, including, but not limited to: employment, credit history, all prior rental references and an oral interview with the Board by prospective tenants or landlord or both. Owners must provide to the Board a check for \$50 to cover the cost of checking references. The owner must also provide an agreement signed by the tenants agreeing to be bound by the aforesaid Declaration of Covenants, Conditions and Restrictions, Association's governing documents, rules and applicable law, as amended from time to time. The Board reserves the right to refuse any renewal or extension of the lease because of a violation of the Declaration of Covenants, Conditions and Restrictions by any such tenants governing documents, rules or applicable law in connection with the Lot. These conditions do not apply to the Association, which may rent out Lots to which it has acquired title or otherwise as provided by law. For purposes of this Section, "tenant" or "tenants" shall mean any person or persons occupying the subject home for a period while no Owner of the home is in occupancy, (a) in excess of two (2) consecutive weeks, or (b) in excess of fourteen (14) days cumulative in any twelve (12) month period, regardless of whether rent is actually being paid. Such occupancy must be during times when the Owner or Owners are not also occupying the home.

ARTICLE XIII, Section Four: Attorney's Fees: The prevailing party in any action by any Owner to enforce the provisions of this Declaration, or in an action by the Association to enforce the provision of this Agreement, shall recover reasonable attorneys' fees and court costs from the losing party. The Association may recover attorney's fees and costs incurred as a result of any violation of a governing document or applicable statute, whether or not an action is filed.

LAKESIDE WOODLANDS CIVIC ASSOCIATION, INC.
AMENDMENTS TO BYLAWS
Adopted November 14, 2012

2013077177

**CERTIFICATE OF AMENDMENT TO THE DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS OF LAKESIDE WOODLANDS**

Rept: 1517284 Rec: 10.00
DS: 0.00 IT: 0.00
05/02/13 S. Shultz, Dpty. Clerk

WE HEREBY CERTIFY that the following clarifying amendment to the Declaration of Covenants, Conditions and Restrictions of Lakeside Woodlands, was duly adopted on April 22nd 2013, by the Board of Directors of LAKESIDE WOODLANDS CIVIC ASSOCIATION, INC., pursuant to Article XIII, Section Two, last sentence, of the Declaration. The Declaration being amended was last restated in full by the document recorded in Official Record Book 8238 at page 1465, and subsequently amended by the documents recorded in OR Book 8327 at page 167, and OR Book 8802 at page 1675, all of the public records of Pasco County, Florida. Article VIII, Section Nine, paragraph 10, is hereby clarified as follows (previous language which was deleted is ~~stricken through~~, and language added is underlined):

PAULA S. O'NEIL, PH.D. PASCO CLERK & COMPTROLLER
05/02/13 09:23am 1 of 1
OR BK **8866** PG **834**

ARTICLE VIII, Section Nine, paragraph 10: For lots where a trailer or commercial vehicle or vehicles with commercial equipment are being used in connection with extensive renovation or repair of property, the provisions of paragraphs 3, 8 and 9 of this section shall not apply during that period of continuous repair or demolition, as to any trailers, commercial vehicles, tools, paraphernalia, trash, rubbish, stored materials, and other unsightly items, but only to the extent that the presence of such things is directly related to the demolition or repair process of the structure, provided there is an active and valid Building and Demolition Permit for the property. Within five (5) calendar days of the expiration of a Building Permit, passage of all final inspections or the issuance of a CO, all trailers, commercial vehicles or vehicles with commercial equipment shall be removed.

IN WITNESS WHEREOF, we have signed on April 26, 2013.

LAKESIDE WOODLANDS CIVIC
ASSOCIATION, INC.

By: [Signature]
Cari Garritani, as its president and director

Attest: Doreen Montante
Doreen Montante, as its secretary and director

STATE OF FLORIDA
COUNTY OF PASCO

The foregoing instrument was acknowledged before me this 26 day of April, 2013, by CARL GARRITANI and DOREEN MONTANTE as president and secretary, respectively, of LAKESIDE WOODLANDS CIVIC ASSOCIATION, INC., who are personally known to me.

[Signature]
Notary Public

This instrument was prepared by:
Matthew D. Ellrod, MATTHEW D. ELLROD, P.A.
6642 Rowan Road, New Port Richey, FL 34653
(727-843-0566)



SHARON P. KLEIN
MY COMMISSION # EE 835011
EXPIRES: October 28, 2016
Bonded thru Budget Notary Services

R