

The following pages are the covenants, conditions, restrictions, etc. for:

Dinner Lake Shores in Lake Wales, FL.

These documents have been provided to us by the homeowner, the Homeowner's Association (HOA), and/or we have located them in Polk County Public Records.

This may not be all relevant documents in their entirety. In addition, these documents may be amended at any time without notice.

This information is being provided as a courtesy. However it is your responsibility as the tenant to contact the Homeowner's Association for any additional documents, information, and/or updates that may not be included here.

DINNER LAKE SHORES BYLAWS

(condensed as of 8/2012)

Definitions (article 1)

Membership in Association (article 2)

Control of the Association will remain the responsibility of Southern Homes until they relinquish the Association to the homeowners, or three months after 90% of all lots in all completed phases of Dinner Lake Shores have been conveyed by Southern Homes.

Annual Assessments (article 3)

- Homeowners are required to timely pay the annual dues assessment and any and all special assessments for capital improvements. Failure to pay any or all assessments will result in a lien against the property. Liens will not be released until homeowner pays all late fees, interest (12%), legal fees and costs associated with the collection process.
- The Board of Directors will fix the annual amount at least thirty (30) days in advance of the due date. Notice will then be sent to every homeowner. The dues will be deemed in default if not paid within 30 days after the due date. The Association shall on demand, and for reasonable charge, furnish a list of unpaid assessments. Also, the Association has the option to record in the public records of the State of Florida the list of delinquent dues for that year.
- The purpose of the assessments is to fund the public utilities, and the repairs, improvements and maintenance of all public areas. This includes the entrance wall and gates, sidewalks, roads, retention ponds, sewer and storm drainage systems, signs, community security and liability insurance and bonding for the common areas and the members of the Board of Directors. Also included are any other amounts deemed necessary for the operation and administration of the Association.

Property Rights (article 4)

- All property owners, guests and families shall enjoy voting rights and access of all common properties within Dinner Lake Shores. These rights are forfeited if HOA dues are not kept current and/or there are outstanding bylaw infractions against the property.
- Each property has easement rights for the expansion for growth and utilities, and must remain accessible for public use.
- Southern Homes has the right establish signs and operate a sales center, office or trailer for the purpose of sales until all lots are sold.

Architectural, Maintenance and Use Restrictions (article 5)

- No building is allowed other than one home and garage built in the same architectural style and materials.
- No business of any kind can be conducted in any residence.
- Lots are for residential purposes only.
- No noxious or offensive activity or nuisance will be allowed.
- No commercial, political and similar signs are allowed in public view without the prior written consent of the Association Board of Directors. Allowable signs must be no larger than 2.5 feet by 2 feet.

- Nothing shall be done or kept on a lot or common area which would increase the rate, or end in the cancellation of property insurance, without prior written consent of the Association.
- All homes are to have a paved concrete driveway. Minimum decorative drives are allowed (but not the sidewalks).
- No animals, livestock or poultry of any kind is allowed to be kept or bred for personal or commercial purposes on any lot or common area except personal household cats and dogs.
- All dogs and cats must be leashed when outside and not permitted to run loose. It is the responsibility of each resident to clean up any fecal matter left by their pet while walking.
- Garbage containers are to be stored and concealed from public view, inaccessible to animals.
- Air conditioning units, pool pumps, well pumps or other mechanical equipment should be concealed from public view by walls of the same material and color of the home, or by a landscaping screen. No solar heaters or window air conditioning units are allowed where visible from any street or public view.
- Privacy fencing is not permitted. Only 4 foot tall green chain link fencing is permitted in the back yard (front yard fences are not allowed). Variations must be approved by the Architectural Committee (request application for review from any Board member- see Article 7).
- No outbuilding, basement, tent, shack, garage, trailer, shed or other temporary or permanent structure of any kind shall be used as a residence. Further, no temporary building or structure is allowed except for construction trailers. These are allowed up to 14 days post project completion; An extension of no longer than 6 months may be granted if requested.
- All permanent attachments to any home must be in the same architectural style and of the same materials used in the attached home.
- No lot can be further subdivided into smaller sizes.
- Each homeowner will provide and properly maintain a mailbox at the street in keeping with the architectural design of the home – newspaper boxes are not permitted. Further, each mailbox must be kept in good working condition and excellent aesthetic condition, or be replaced.
- All exterior lighting should be in the same character as the home, and be limited to concealed up- or down lighting. Yard entrance lights are mandatory and are to be maintained in phases 1-3 (these lights are not mandatory in phase 4 due to the sixth amendment)
- Lawn furnishings such as bird baths, frog ponds, sculptures, artificial plants, bird houses, rock gardens or similar types of accessories should be placed for least visibility from common areas and other lot owner views.
- No outdoor clothes lines or exposed fuel tanks allowed.
- No above ground swimming pools allowed on any lot.
- Satellite TV reception dishes must be less than 18 inches in diameter, and are not allowed in the front yard. All service cables must be buried.
- No truck, camper, boat, trailer or any vehicle other than a private passenger vehicle may be parked on a driveway. No truck or other vehicle larger than a ¾ ton pickup may be parked, stored, or kept in any covered parking space.
- No owner shall repair or restore any motor vehicle, boat, trailer or other vehicle on any portion of any lot or other area except for emergency repairs to the extent to enable movement of the vessel to a proper repair facility.

- All vehicles are to be parked in the driveway. Overnight street parking is strictly prohibited; Each owner is responsible for assuring their guests adhere to this restriction. Short term parking is allowed with prior approval from the Association. Vacant lots cannot be used as parking.
- Wells may be put down for irrigation purposes but should be located out of public view, if possible. All irrigation pipe and sprinklers shall be located underground with the exception of sprinklers that are located in flower beds or other areas immediately adjacent to the residential structure. Owners of lake front lots may attempt to use lake water for irrigation and shall place all such irrigation pipe and other apparatuses underground or concealed in some permanent structure.
- Building construction standards: Exterior building materials shall be applied consistently to sides of the buildings and shall be brick, stone, stucco, wood or other approved material. The improvement of a lot, or the construction, repair, or remodeling of any property must be diligently and continuously pursued once begun and promptly completed. A deadline may be imposed.
- Exterior paint shall be applied consistently to all sides of the exterior of the structure. Color selection shall be harmonious with each other and with natural materials, and be compatible with colors of the natural surroundings and other adjacent property. All exterior wood must be painted or stained.
- Unless approved by Southern Homes, no building may be constructed separate or apart from the dwelling. Each dwelling must have at minimum an enclosed 2-car garage. No carports shall be permitted.
- The total air conditioned floor area of any residence constructed on a lot shall not be less than 1,100 sq. feet.
- No manufactured housing shall be allowed on any lot.
- Short term home rentals less than 2 months are not allowed.

ALL HOMEOWNERS (OR RESIDENT RENTERS) ARE REQUIRED TO MAINTAIN LOT APPEARANCE WHICH INCLUDES PROPER MOWING, TRIMMING, EDGING, AND PRUNING OF GRASS, WEEDS TREES AND OTHER

Owner's obligation to repair (article 6)

The owner of property is solely responsible for the cost and expense to repair their residence, keeping the same in a like-new condition, except for normal wear and tear by the elements.

Architectural Control (article 7)

The Architectural Committee shall have exclusive power and discretion to control and approve all building, structures, and other external improvements made to any lot within the Association. Any request for approval should be in writing on the approved "Architectural Review Application". Contact an HOA Board member for details. Approval must be given comment by the HOA within 15 days after the submission, or it is considered automatically approved.

Landscaping and common area maintenance (article 8)

Each owner is responsible to provide and maintain the landscaping, shrubs and lawn on his lot in keeping with the architecture of his residence. All lots in phases 1-3 are to maintain the St. Augustine sod and irrigation systems provided by Southern Homes. (Sixth amendment states that Phase 4 is no longer given St. Augustine sod or irrigation systems, but reads that all phase 4 homeowners are to maintain healthy sod). In turn, the HOA has the obligation to operate, maintain, repair, replace, all signage and related equipment at all entrances and to maintain, repair, replace, irrigate and fertilize all landscaping on common areas. It is also the responsibility of the HOA to pay all costs for such maintenance and the cost of electricity and repairs for the gates, signs at entrances, streets and street lights within the community.

General Provisions (article 9)

Southern Homes and /or the Association has the right to enforce through all legal avenues and to hold accountable any property owner who does or will not comply with the restrictions, conditions, covenants set forth in the agreement.

Southern Homes also has the right to, without approval of the Association, amend the declaration in any manner or fashion.

(Disclaimer- this document is not a legal defining document but is offered as information only. Any and all legal questions regarding the Declaration of Covenants, Conditions, or Easements of Dinner Lake Shores should be referenced to the actual signed declaration and 7 amendments).

Section 5. "Maintenance" shall mean the exercise of reasonable care to keep signs, lighting, walls and other related improvements and fixtures in a condition comparable to their original condition, normal wear and tear excepted. Maintenance of landscaping shall further mean the exercise of generally accepted garden-management practices necessary to promote an attractive, healthy, weed-free environment of optimum plant growth.

Section 6. "Member" shall mean every person or entity who holds membership in the Association as more fully explained in Article II below.

Section 7. "Mortgage" shall mean a conventional mortgage or deed of trust.

Section 8. "Mortgagee" shall mean any institutional lender that holds a bona fide mortgage encumbering a Lot. The term "institutional lender" specifically includes, but is not limited to, a bank, a savings and loan association, a mortgage lending company, an insurance company, a credit union, and the Federal National Mortgage Association or similar agency.

Section 9. "Owner" shall mean the record owner, whether one or more persons or entities, of a fee simple title to any lot which is a part of the subdivision, and shall include contract sellers, but shall not include those holding title merely as security for performance of an obligation.

Section 10. "Subdivision" shall mean the subdivided real property hereinbefore described and such additions there to as may be brought within the jurisdiction of the Association as hereinafter provided.

ARTICLE II. Membership in Association

Until such time as control of the Association has been relinquished by the Declarant to the non-Declarant Owners, the Declarant shall be the sole Member of the Association. The Declarant shall be deemed to have relinquished control of the Association: (i) immediately upon the recording of a Notice of Intent to Relinquish Control in the Public Records of Polk County, Florida, or (ii) three months after ninety percent (90%) of all Lots in all completed phases of *Dinner Lake Shores* have been conveyed by the Declarant. At such time as the Declarant relinquishes control of the Association all Owners shall be Members.

ARTICLE III. Assessments

Section 1. Lien and Personal Obligation of Assessments

Declarant hereby covenants for each lot within the subdivision, and each owner of a lot is hereby deemed to covenant by acceptance of his deed for such lot, whether or not it shall be so expressed in his deed, to pay to the association (1) an annual assessment and (2) special assessments for capital improvements. Such assessments will be established and collected as hereinafter provided. The annual and special assessments, together with interest and costs of collection including reasonable attorneys' fees, shall be a charge on the land and a continuing lien on each lot against which such an assessment is made. Each such assessment, together with interest, costs of collection and reasonable attorney's fees shall also be the personal obligation of the person or persons who owned the lot at the time the assessment fell due.

Section 2. Purpose of Annual Assessments.

The annual assessments levied by the Association shall be used exclusively to promote or preserve the health, safety, welfare, recreation, aesthetics, and property values of the residents in the subdivision, and for the improvements, repair, maintenance and replacement of the roads or other elements of the Common Areas in the Subdivision. Annual assessments

shall include, and the Association shall acquire and pay out of the funds derived from annual assessments, the following:

- (a) Operation, maintenance and repair of the common areas shall pass to the Association at the time of conveyance of the first lot and are described as follows: roads, signs, landscaping, walls, community security, and other appurtenances; and any and all materials, equipment and the operation and maintenance located either above or underground, used in or comprising a part of various utility services. This also includes the cost of operation and maintenance of all dedicated areas, as well as the operation and maintenance costs of any drainage utility easements or "retention pond," and any landscape and utility easements.
- (b) Water, sewer, garbage, electrical, lighting, telephone, gas, and other necessary utility service for the common areas.
- (c) Acquisition of all furnishings, equipment, landscaping materials, and personnel necessary to manage and properly take care of the day-to-day operation and upkeep of the Common Areas, including any recreational facilities which may be located thereon (if any).
- (d) Maintenance, repair, and upkeep of the following: roadways, including entrance, electronic security gate, guard house (if any), signs and other appurtenances; all other roadways not dedicated to the City of Lake Wales including any and all materials, equipment and other property located either above or underground and used in or comprising a part of the various utility services, including but not limited to electricity service, water service, sanitary sewer service, storm drainage system, telephone service, and cable TV service system; any wall at the entrance to the subdivision; and any sidewalks; any or all of which above are not dedicated to the City of Lake Wales.
- (e) Insurance covering the full insurable replacement value of all improvements and appurtenances located within the Common Areas for the fire and extended coverage.
- (f) Liability insurance insuring the Association against any and all liability to the public, to any owner, or to the invitee's or tenants of any owner arising out of their occupation and/or use of the Common Areas. The policy limits shall be set by the Association, and shall be reviewed at least annually and increased or decreased at the discretion of the Association.
- (g) Workmen's compensation insurance to the extent necessary to comply with Section 440.38 of the Florida Statutes, and any other insurance deemed necessary by the Board of Directors of the Association.
- (h) A standard fidelity bond covering all members of the Board of Directors of the Association and all other employees of the Association in an amount to be determined by the Board of Directors.
- (i) Any other materials, supplies, furniture, labor, services, maintenance repairs, structural alterations, insurance, taxes, or assessments which the Association is required to secure or pay pursuant to the term of this Declaration or by law, or which shall be necessary or proper in the opinion of the Board of Directors of the Association for the operation of the Common Areas, for the benefit of lot owners, or for the enforcement of these restrictions.
- (j) All other amounts that the Owners may agree upon or that the Board may deem necessary or appropriate for the operation, administration, and maintenance of the Association.

Section 3. Annual Assessment.

(a) Until January 1st of the year immediately following the conveyance of the first Lot by Declarant to an owner, the maximum annual assessment shall be one hundred dollars (\$100.00),

(b) From and after January 1st of the year immediately following the conveyance of the first Lot by Declarant to an owner the maximum annual assessment shall be fixed by the Board of Directors of the Association.

Section 4. Special Assessments.

In addition to the annual assessments authorized above, the Association may levy in any assessment year a special assessment applicable to that year only for the purposes of defraying in whole or in part, costs and/or fees associated with any construction, reconstruction, repair or replacement of a capital improvement on the common areas, including fixtures and personal property related thereto, or for any other Association purpose or activity allowed in this Declaration. Any such assessment must be approved by the Board of Directors.

Section 5. Uniform Equal Rate of Assessment.

Both annual and special assessments must be fixed at an equal rate for all lots.

Section 6. Commencement and Collection of Annual Assessments.

The annual assessments provided for herein shall commence as to a lot immediately following the conveyance of said lot by Declarant to an owner. The first annual assessment shall be prorated and due at the time of closing and shall, thereafter, be due and payable on January 1st of each year. The Board of Directors shall fix the amount of the annual assessment against each lot at least thirty (30) days in advance of the due date thereof and shall fix the date such amounts become due. Notice of the annual assessment shall be sent to every owner subject thereto. The Association shall on demand, and for reasonable charge, furnish a certificate signed by an officer of the Association, setting forth whether the assessments against a specific lot have been paid, and may, in its sole discretion, on or before February 15th of each year, cause to be recorded in the public records of Polk County, Florida, a list of delinquent assessments of that date.

Section 7. Effect of Nonpayment of Assessments; Remedies of the Association.

Any assessment not paid within thirty days after the due date shall be deemed in default and shall bear interest from the due date at the rate of 12 percent (12%) per annum. The Association may bring an action at law against the owner personally obligated to pay the same, or may foreclose the lien against the property, and the Association shall be entitled to collect all costs and reasonable attorney's fees incurred in connection with said actions on both the trial and appellate court levels. No owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Areas or abandonment of his lot.

Section 8. Subordination of Assessment Lien to Mortgages.

The assessment lien provided for herein shall be subordinate to the lien of any first mortgage held by an Institutional First Mortgagee encumbering that particular lot. A sale or transfer of any lot shall not affect the assessment lien; provided, however, the sale or transfer of any lot pursuant to a foreclosure of a mortgage held by an Institutional First Mortgagee shall extinguish the lien of such assessments as to payments which become due prior to such sale or transfer and said Institutional First Mortgagee shall have no liability for such prior

assessment. No other sale or transfer shall relieve such lot from liability for any assessments due prior to sale or thereafter becoming due, or from the lien thereof.

ARTICLE IV. Property Rights.

Section 1. Owner's Easements of Enjoyment.

Every owner of a lot shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to such lot, subject to the following rights of the association:

- (a) The right of the Association to limit the Common Area to Owners, their families and guests.
- (b) The right of the Association to suspend the voting and enjoyment rights of an Owner for any period during which any assessment against his lot remains unpaid, or for any infraction of the Association's published rules and regulations.
- (c) Roads. The Common Area shall include but not be limited to the roads and roadways located within *Dinner Lake Shores*. The Common Areas shall not be dedicated, sold or otherwise conveyed to the state, county or any public agency by the Association, Developer or any member or members of the Association, but shall be privately owned and maintained at all times.
- (d) The right of the Developer to impose reasonable covenants and restrictions in respect to such community properties, in addition to those set forth herein and such covenants and restrictions will be incorporated by reference and made part of the declaration.

Section 2. Delegation of Use.

Subject to such limitations as may be imposed by the by-laws, each owner may delegate his right of enjoyment in and to the Common Areas and facilities to the members of his family, his guests, tenants and invitees.

Section 3. Easements and Encroachments.

There shall exist reciprocal appurtenant easements as between adjacent lots and between each lot and any portion or portions of the Common Areas adjacent thereto for any encroachment due to the unwillful placement, settling, or shifting of the improvements constructed, reconstructed, or altered thereon, provided such construction, reconstruction or alteration is in accordance with terms of this declaration. Such easement shall exist to a distance of not more than one foot as measured from any point on the common boundary between adjacent lots, and between each lot and any adjacent portion of the Common Areas, along a line perpendicular to such boundary at such point. No easement for encroachments shall exist as to any encroachment accruing due to the willful conduct of any owner.

Section 4. Other Easements.

- (a) Easements for installation, maintenance and repair of utilities, drainage facilities, and the entry are shown on the recorded subdivision plat. Within these easements, no structure, planting, or other material shall be placed or permitted to remain which may damage or interfere with the installation, repair and maintenance of the wall, sign, or utilities, or which may damage, interfere with, or change the direction or flow of drainage facilities in the easements. The easement area of each lot and all improvements thereon or therein shall be continuously maintained by the owner of

such lot, except for improvements the responsibility for maintenance of which rests with the Association or some governmental authority or public or private utility company.

(b) A blanket easement throughout *Dinner Lake Shores* for police powers and services supplied by the local, state and federal governments, and/or any security services that may be provided by the association is hereby established for the *Dinner Lake Shores* Subdivision.

(c) No dwelling unit or other structure of any kind shall be built, erected, or maintained on any easement, reservation, or right-of-way, and such easements, reservation, and rights-of-way shall at all times be open and accessible to the Association, to public, quasi-public and private utility corporations, their employees and contractors approved and designated by the Association, and shall also be open and accessible to Declarant, its successors and assigns, all of whom shall have the right and privilege of doing whatever may be necessary in, on, under, and above such locations to carry out any of the purposes for which such easements, reservations, and rights-of-way are reserved.

(d) Declarant reserves unto itself and/or its assigns the unrestricted use of all easements for rights of way, utilities, security, and police powers created herein or through the *Dinner Lake Shores* plat.

Section 5. Right of Entry.

The Association, through its duly authorized employees and contractors, shall have the right after reasonable notice to the owner thereof, to enter any lot at any reasonable hour on any day to perform such maintenance as may be authorized herein.

Section 6. No Partition: Subdivision Lots.

There shall be no judicial partition of the Common Areas, nor shall Declarant, or any owner or any other person acquiring any interest in the subdivision or any part thereof, seek judicial partition thereof. However, nothing contained herein shall be construed to prevent judicial partition of any lot owned in co-tenancy. Owners (other than Declarant) may not subdivide or separate any lot into smaller lots without the consent of the Association.

Section 7. Common Areas.

The Common Areas shall be owned and regulated by the Association for the benefit and use of all owners.

Section 8. Sales Offices.

Notwithstanding any provision in this Declaration to the contrary, Declarant and parties approved by Declarant may construct and maintain sales offices and sales trailers, together with signs relating thereto, on a lot or lots until such time as all of the lots are sold.

ARTICLE V. Architectural, Maintenance and Use Restrictions.

The subdivision shall be occupied and used only as follows:

Section 1. No lot shall be used except for residential purposes. No building shall be erected, altered, placed or permitted to remain on any lot other than one detached single family dwelling and one detached garage built in the same architectural style and using the same materials as the single family dwelling.

Section 2. No business of any kind shall be conducted in any residence with the exception of the business of the Declarant and the transferees of Declarant in developing all of the lots as provided in Section 16, below.

Section 3. No noxious or offensive activity or public or private nuisance shall be conducted in or on any lot.

Section 4. No sign of any kind (including, but not limited to, commercial, political, and similar signs) shall be displayed in public view on a home site or the Common Area without the prior written consent of the Board of Directors of the Association, except such signs as required by law, customary name and address signs, and lawn signs of no larger than 2.5 feet by 2 feet advertising a property for sale or rent.

Section 5. Nothing shall be done or kept on a lot or on the Common Areas which would increase the rate of insurance relating thereto without prior written consent of the Association, and no owner shall permit anything to be done or kept on his lot or the Common Areas which would result in the cancellation of insurance on any residence or on any part of the Common Areas, or which would be in violation of any law.

Section 6. All home sites shall have concrete paved driveways of stable permanent construction as a minimum, decorative drives will be allowed. All concrete driveways shall have a light broom finish and joints shall be provided to prevent surface cracking and be in accordance with Polk County specifications.

Section 7. No animals, livestock, or poultry of any kind including, without limitation, Pot Bellied Pigs, shall be raised, bred or kept on any lot or on the Common Areas. However, dogs, cats, and other household pets may be kept on lots subject to such rules and regulations as may be adopted by the Association, so long as they are not kept, bred, or maintained for commercial purposes. All dogs and cats must be leashed when outside and shall not be permitted to run loose. It shall be the responsibility of each member to insure the immediate removal of any fecal matter left by pets residing in or visiting the member's dwelling.

Section 8. Garbage and refuse shall be placed in containers and shall be capped and contained in such a manner that they are inaccessible to animals. The containers shall be located in appropriate areas concealed from public view.

Section 9. *A privacy wall or fencing is prohibited, with one exception: a green colored chain link fence four (4) feet in height and matching the fencing originally erected or installed by Declarant shall be permitted if obscured from view by a landscape screen. No fences or walls shall be allowed in front yards. No fence exceeding four (4) feet in height shall be permitted except for special conditions as approved by the Association and shall not be in violation of county ordinances. In general, fences are not encouraged within Dinner Lake Shores. Hedges, berms, or other landscape alternatives are preferred.*

Section 10. No outbuilding, basement, tent, shack, garage, trailer, shed, structure, or temporary building of any kind shall be used as a residence, either temporarily or permanently. Further, no temporary building or structure shall be permitted on any home site except that trailers, temporary buildings, barricades, and the like may be permitted during the construction of a permanent improvement, for construction purposes only. They shall be removed not later than fourteen (14) days after the date of completion of the building(s) for which the temporary structure was intended, and shall be permitted for no longer than a period of six (6) months unless an extension of time is granted by the Association.

Section 11. No lot within the subdivision shall be further subdivided into one or more additional parcels of smaller size. However, the Declarant reserves the exclusive right to amend the boundaries for, or replat, any unsold lots for the subdivision and the Declarant

reserves the absolute right to reconfigure or increase the number of lots and/or the area of property utilizing the subdivisions Common Areas, including without limitation, the entrance, roadways, drainage, and easements of any sort.

Section 12. All lot owners shall purchase and provide a mailbox of the size and quality comparable with and maintaining the theme of architecture of the residence, and shall continue to maintain the same in good working order and excellent aesthetic condition. Should it become inoperative for any reason, or deteriorate in aesthetic condition due to weather or any other reason, it shall be replaced. No mail or newspaper boxes, receptacles, or any other similar item shall be erected, displayed, or maintained at *Dinner Lake Shores* other than those established by Declarant through specifications provided by Declarant to Owner upon the initial sale and close of each Lot. Declarant reserves the right to delegate the right to establish design, specifications, or appearance of such mail or newspaper boxes, receptacles, or any similar item to the Architectural Committee.

Section 13. All exterior lighting shall consist with the character established in *Dinner Lake Shores* and be limited to the minimum necessary for safety, identification, and decoration. Exterior lighting of buildings for security and/or decoration shall be limited to concealed up-lighting or down-lighting and the style and type of lighting shall be compatible with the building designs and materials. Each dwelling shall have one common design yard entrance light equipped with a light sensing switch so as to be illuminated during hours of darkness; the set back and design of said lighting shall be approved by the Board of Directors.

Section 14. Lawn furnishings such as bird baths, frog ponds, lawn sculpture, artificial plants, bird houses, rock gardens or similar types of accessories and lawn furnishings shall be placed on a location on the lot where it is least visible from Common Areas and from other lot owners' property.

Section 15. No property owner shall erect, place, or maintain outdoor clothes lines or exposed fuel tanks at his residence.

Section 16. No above ground swimming pool shall be permitted on any lot.

Section 17. Declarant or the transferees of Declarant shall undertake the work of developing all lots included within the subdivision. The completion of that work and sale or other disposition of the lots are essential to the establishment and welfare of the subdivision as an on-going residential community. In order that such work may be completed and the subdivision be established as a fully occupied residential community as soon as possible, nothing in this Declaration shall be understood or construed to:

- (a) Prevent Declarant, Declarant's transferees, or the employees, contractors, or subcontractors of Declarant or Declarant's transferees from going on any part or parts of the subdivision owned or controlled by Declarant, Declarant's transferee or their representative, whatever they determine may be reasonably necessary or advisable in connection with the completion of such work.
- (b) Prevent Declarant, Declarant's transferees, or the employees, contractors, or subcontractors of Declarant or of Declarant's transferees from constructing and maintaining on any part or parts of the subdivision property owned or controlled by Declarant, Declarant's transferees, or their representatives, such structures as there may be reasonably necessary for the completion of such work, the establishment of the subdivision as a residential community, and the disposition of lots by sale or otherwise;
- (c) Prevent Declarant, Declarant's transferees, or the employees, contractors, or subcontractors of Declarant, or Declarant's transferees, from conducting on any part or parts of the subdivision property owned or controlled by Declarant or Declarant's

transferees the business of completing such work, of establishing the subdivision as a residential community, and of disposing of lots by sale or otherwise, or from maintaining such sign or signs on any of the lots owned or controlled by any of them as may be necessary in connection with the sale or disposition of subdivision lots.

(d) Prevent declarant, declarant's transferees, or the employees, contractors, or subcontractors of declarant or declarant's transferees, from maintaining such sign or signs on any of the lots owned or controlled by any of them as may be necessary in connection with the sale, lease or other disposition of Subdivision lots.

As used in this Section 17, the words "its transferees" specifically excludes purchasers of lots improved with completed residences.

Section 18. Maintenance.

The Association shall be solely responsible for the maintenance and replacement of all decorative signs, illumination thereon, and street designation posts installed in the subdivision, and the Association shall hold the service or utility provider harmless from all claims for maintenance and replacement of same which are installed by Association. The

Association shall also be solely responsible for the maintenance of all roadways, on a pro rata basis, in the subdivision.

Section 19. Utility Wiring and T.V. Antennae.

All public or private transmission and service wiring for electrical, gas, telephone and cable television communication services and service lines pertaining thereto must be installed and buried underground where permitted in accordance with applicable codes that may be imposed or impossible by any public or private electrical, gas, telephone or cable television communication service servicing the subject property. No satellite TV reception dish shall be permitted exceeding 18" in diameter, and no such reception dish shall be placed within the front yard of any residence or lot.

Section 20. Trucks, Recreational Vehicles, and Other Equipment.

(a) No owner of a lot shall park, store or keep any truck, camper, boat, trailer, or any vehicle other than a private passenger vehicle on or in any uncovered parking space. More specifically, no truck, camper, boat, trailer, or any vehicle other than a private passenger vehicle, may be parked on a drive-way.

(b) No truck or other vehicle larger than a three-quarter ton pickup may be parked, stored, or kept in any covered parking space.

(c) No owner of a lot shall repair or restore any motor vehicle, boat, trailer, or other vehicle on any portion of any lot, or other areas at the *Dinner Lake Shores* community, except for emergency repairs, and then only to the extent necessary to enable movement thereof to a proper repair facility.

(d) No owner shall park a vehicle on his driveway in such a manner that the vehicle extends into the street.

(e) Overnight parking on the streets or roads is strictly prohibited. Each Owner shall be responsible for assuring that his or her guests or invitees adheres to this restriction.

Section 21. Owner's Obligation to Clean Lot.

Each owner of a lot with or without a home constructed thereon in the subdivision shall be required to maintain said lot in a clean and slightly condition including the proper mowing, trimming and pruning of grass, weeds, trees, or other underbrush, and a vacant lot may not

be used for parking purposes. If, in the opinion of the Association, a lot owner is not complying with this provision, the Association shall give notice of this fact to the lot owner and shall advise the lot owner of what must be done to meet compliance and shall specify a time period, not to exceed fifteen (15) days, within which compliance shall be made. If a lot owner fails to comply with the Association's requirements, within the time allotted, the Association, its agent, employees, or designated representatives, shall have their right of entry onto said lot without the fear of prosecution or trespass, for the purpose of cleaning up said lot and shall be entitled to bill and collect all costs incurred in said cleanup operation from the lot owner. Should the lot owner fail to pay said bill when rendered, the amount of same shall become a lien against the lot and the Association may proceed to enforce the collection of same in the same manner as a delinquent annual or special assessment.

Section 22. Rules Regulating Construction Activity.

- (a) During the course of construction of any improvement on a subdivision lot, neither the lot owner nor any of his agents, employees, or designated representatives shall block any of the subdivision streets or otherwise interfere with any other lot owner's (or Declarant's) access to or use of his or her particular lot or the Common Areas.
- (b) No trucks, equipment, building materials, or other items used in or during the construction period shall be stored or allowed to remain on any given lot beyond the reasonable time needed for said particular improvement being obstructed.
- (c) Any construction activity that is disruptive, offensive or a nuisance to any Owner is prohibited during the hours between sunset and sunrise.
- (d) Each Owner shall be responsible for any and all damages done to adjacent lots during construction.
- (e) All contractors, subcontractors and other construction agents of an Owner may enter the subdivision only through the designated construction entrance off Kinney Road.

Section 23. Shallow Wells and Sprinklers.

Subject to regulation by governmental agencies, wells may be put down by lot owners for irrigating purposes. However, same shall be located on the rear portion of the subdivision lot and out of public view, if possible. All irrigation pipe and sprinklers shall be located underground with the exception of sprinklers that are located in flower beds or other areas immediately adjacent to the residential structure. Subject to regulation by governmental agencies, owners of lake front lots in *Dinner Lake Shores* may attempt to use lake water for irrigation and shall place all such irrigation pipe and other apparatuses underground or concealed or encased in some permanent structure.

Section 24. Building Construction Standards.

- (a) Finish exterior building materials shall be applied consistently to sides of the exteriors of buildings. Recommended materials shall be brick, stone, stucco, wood (not plywood or similar material), or other approved material. The improvement of a lot, or the construction, repair, or remodeling of any improvement must be diligently and continuously pursued once begun and, in any event, promptly completed. The Declarant may impose a deadline to complete construction.
- (b) Finish exterior colors shall be applied consistently to all sides of the exteriors of the buildings. Color selections shall be harmonious with each other and with natural

materials, and shall be compatible with colors of the natural surroundings and other adjacent property. All exterior wood must be painted or stained.

(c) Heights of buildings shall be compatible with the adjacent buildings.

(d) No alteration of ground elevation shall be permitted on any lot which shall exceed one foot deviation from the ground elevation at the time of the platting of the subdivision, excepting driveways, pedestrian walkways and foundations.

(e) Flat roofs shall not be permitted on the main portion of the structure, provided, however, the Association shall have discretion to approve such roofs on the main body of a building, if modern or contemporary in design. No buildup roofs shall be permitted, except on approved flat surfaces.

All pitched roofs must have a least a 5/12 slope on the main body of the building. The composition of all pitched roofs must be a 25 year or better fungus resistant architectural shingle.

(f) Any exposed portion of a chimney outside of the building shall be constructed solely of brick, stone, stucco, wood, or any other material approved by the Architectural Committee. If the fireplace is a metal (self-insulated) type with a metal spark arrestor at the top of the chimney, this arrestor must have a cowling or surround of material approved in advance in writing by the Association.

(g) All exterior appurtenances or mechanical equipment including, but not limited to, transformers, vents, air conditioning compressors, pool pumps, meters, etc. shall be concealed from view by walls of the same material and color as the building or by an opaque landscaping screen. No solar heaters or window air conditioning units shall be allowed where visible from any street or adjoining property.

(h) Unless otherwise approved by Declarant, no building may be constructed separate or apart from the dwelling. Each dwelling must have an enclosed 2-car garage. No carports shall be permitted.

Section 25. Building Set-back Requirements. The following minimum set-back requirements shall be observed by the owners of all lots in the Subdivision:

- (1) 30 feet from the lot line which borders the street or roadway adjacent to the lot;
- (2) 20 feet from the rear lot line; and
- (3) 7.5 feet from either side line.

Should a dispute develop over interpretation of the above minimum building set-back requirements, the dispute shall be submitted to the Board of Directors of the Association for a decision, which decision shall be final and conclusive on all parties concerned. Further, any regulations regarding building set backs imposed by any governmental agency shall prevail over the set back regulations set forth herein.

Section 26. Minimum Square Foot Requirements of Residences Constructed on Subdivision Lots.

- (a) The total air conditioned floor area of any residence constructed on a lot shall not be less than 1,500 square feet.

(b) Each single family dwelling house shall contain a minimum of standard double car garage not less than 20 linear feet in width, which shall be enclosed with a conventional width and proper mechanically operated door for ingress and egress purposes. Each garage shall be properly enclosed and architecturally integrated as a part or as an extension of the dwelling unit and attached to the dwelling unit and shall conform architecturally therewith.

Should a dispute develop as to the application of any of the minimum square footage requirements set forth in this section, said dispute shall be submitted to the Board of Directors of the Association for determination, and their decision shall be conclusive and final as to all parties.

Section 27. Gas Utility Requirements. Each owner at the time of construction of a building, residence or structure shall be obligated to install or incorporate a gas water heater and one of the following other gas appliances, to-wit: central heating furnace, clothes dryer, gas range, hot tub heater or pool heater, or in the alternative, pay \$450 in cash to Declarant.

Section 28. Manufactured Housing. No manufactured housing shall be allowed on any lot.

Section 29. Short Term Rentals. Short term rentals within the Subdivision are prohibited. For purposes of interpreting this Declaration, a "short term rental" shall be any rental or lease for a period of time that is less than two (2) months.

Section 30. Surface Water Management System.

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

(b) No owner of property within the subdivision may construct or maintain any building, residence or structure, or perform any activity in the wetlands, buffer areas, and drainage easements described in the approved permit and recorded plat of the subdivision, unless prior approval is received from the SWFWMD Bartow Regulation Department.

Section 31. Sidewalks. All lot owners shall be required, at their expense, to construct a sidewalk in accordance with specifications and standards prescribed by the City of Lake Wales, Florida.

ARTICLE VI. Owner's Obligation to Repair.

Each owner shall, at his or her sole cost and expense, repair his or her residence, keeping the same in a condition comparable to the condition of such residence at the time to its initial construction, excepting only normal wear and tear by the elements.

ARTICLE VII. Architectural Control.

Section 1. Creation of Architectural Committee.

For the purpose of further insuring the development of the subdivision as a residential area of highest quality and standard, to preserve the value of property at the subdivision, and in order that all improvements on each lot shall present an attractive and pleasing appearance from all sides of view, the Board of Directors of Dinner Lake Shores Home Owners Association, Inc. shall appoint a committee to be known as the Architectural Committee, which committee shall have the exclusive power and discretion to control and approve all the buildings, structures and other improvements on each lot in the manner and to the extent set

forth herein. Said committee shall consist of three or more members of the Association who shall serve at the pleasure of the Board. The Declarant shall have the responsibility of enforcing the restrictions set forth in this Article prior to the formation of the committee. References in this Article to the committee shall mean the Declarant until the committee is appointed.

Declarant shall have the exclusive right of approval or disapproval of all architectural design within *Dinner Lake Shores*. All plans and specifications must be accepted and approved by Declarant prior to the commencement of construction of any improvements on any lot within *Dinner Lake Shores*. It shall be the burden of the lot owner to provide Declarant with complete plans and specifications prior to construction, and Declarant reserves the right to deny approval of construction and/or design for any reason, including, without limitation, aesthetic reasons.

Section 2. Construction of Residences and Miscellaneous Other Structures.

No residence, building, fence, wall, boat dock or other structure shall be erected, maintained or altered on any lot within the subdivision, until the plans and specifications showing the nature, kind, shape, height, size, materials, colors, floor plans, elevations, and locations of the same have been submitted to and approved in writing by the architectural committee as to the harmony of external design and location in relation to the surrounding structures and topography.

Section 3. Damage During Construction. It shall be the personal financial responsibility of the Owner constructing or repairing a residence to pay for any damage to adjacent lots resulting from the construction activities on the Owner's lot.

Section 4. Alterations, Additions, and Improvements of Residences.

No owner shall make any structural alterations, or shall undertake any exterior repainting or repairing of, or addition to his residence, including replanting, or other external attachments which would substantially alter the exterior appearance thereof, without the prior written approval of the plans and specifications therefore by the architectural committee. The committee shall grant its approval only in the event the proposed work will benefit and enhance the entire subdivision in a manner generally consistent with the plan of development thereof.

Section 5. Damage and Destruction of Residence: Approval of Structural Variances.

If all or any portion of a residence is damaged or destroyed by fire or other casualty, it shall be the duty of the owner thereof, with all reasonable diligence, to rebuild, repair, or reconstruct such residence in a manner which will substantially restore it to its appearance and condition immediately prior to the casualty. Reconstruction shall be undertaken within two (2) months after the damage occurs, and shall be completed within six (6) months after the damage occurs, unless prevented by causes beyond the control of the owner or owners. In lieu of above, owner may elect to demolish the remainder of the structure and clear the site of improvements and debris.

Section 6. Approval of Committee: how evidenced.

Whenever in this article approval of the architectural committee is required, such approval shall be in writing. In the event the architectural committee fails to approve or disapprove within fifteen (15) days after receipt of a request to do so, approval will be deemed to have given, and compliance with terms of this article conclusively presumed.

Section 7. Release From Minor Violations.

If a building or other structure has been erected or its construction substantially advanced and the building or structure violates these restrictions or the plat, the Architectural Committee or Declarant may release a lot from any part of the covenants or plat which is violated. The Declarant or Architectural Committee shall not give a release except for a violation that is, in its sole judgment, a minor or insubstantial violation.

ARTICLE VIII. Landscaping.

Each owner shall provide and maintain landscaping, lawn and shrubbery upon his lot in keeping with the architecture of his residence. Prior to occupancy:

(1) all front, side and rear yards shall be equipped with an underground sprinkling system, and shall be completely sodded with St. Augustine, or better quality grass, customarily used for lawn purposes; and

(2) two trees that conform to the landscaping code of the City of Lake Wales shall be planted.

Declarant shall have no responsibility for maintenance or landscaping on lots, common areas, streets, or drainage retention areas.

ARTICLE IX. General Provisions.Section 1. Enforcement.

Declarant, the Association, or any Owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, easements, reservations, liens, and charges now or hereafter imposed by the provisions of this declaration. Failure by Declarant, the Association, or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. In any litigation, including breach, enforcement or interpretation, arising out of this Declaration, or in conjunction with any of the documents or instruments referred to in this Declaration, the prevailing party in such litigation shall be entitled to recover from the non-prevailing party reasonable attorney's fees, costs and expenses.

Section 2. Severability.

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

Section 3. Amendments.

(a) The covenants, conditions and restrictions of this declaration may be amended by a two-thirds (2/3's) vote of the Association members. The Association may effect such an amendment by having its approved officers execute and acknowledge an appropriate amendment and filing same for record in the office of the Clerk of Court, Polk County, Florida. Filing of such instrument shall be effective to amend this declaration in the manner that may be specified in that instrument.

(b) Notwithstanding any provision contained in this Declaration to the contrary, the Declarant, without the approval of the Association, the owners, or any mortgagee of any property within the subdivision, may record and amend this Declaration in any manner or fashion. This includes, without limitation, the right to change the interior design, dimensions, and arrangement of all lots, including increasing or decreasing the number of lots for the subdivision, and to alter the boundaries of lots owned by the Declarant, or the boundaries of the subdivision.

(c) Notwithstanding any provision contained in the Declaration to the contrary, any amendment or amendments adding additional phases or property shall not be required to be executed by, nor consented to by, lot owners, the Association, or the owners or holders of any lien encumbering any lot or property of the subdivision. To that end, Declarant specifically reserves the right to utilize and/or assign such rights of utilization in all roadways, rights-of-way, utilities, and common areas described hereunder or created by the plat. The owners of any such added property may become members in the Association. In addition, Declarant reserves the absolute right to amend this Declaration to change the number of lots to be contained in any subsequent phases. Said amendment need not be executed or consented to by lot owners, the Association, or the owners or holders of any lien encumbering any lot or property of the subdivision.

(d) Any amendment to this Declaration that would effect the surface water management system, including the surface water management portion of its common areas, must have the prior approval of the Southwest Florida Water Management District.

Section 4. Subordination.

No breach of any of the conditions herein contained or reentry by reason of such breach shall defeat or render invalid the lien of any first mortgage made in good faith and for value as to the subdivision or any lot therein; provided, however, that such conditions shall be binding on any owner whose title is acquired by foreclosure, trustee's sale, or otherwise.

Section 5. Duration.

The covenants, conditions and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association or any member thereof for a period of twenty five (25) years from the date hereof. Thereafter, they shall be automatically extended for additional periods of twenty (20) years unless otherwise agreed to in writing by the Owners of at least two-thirds (2/3) of the subdivision lots.

IN WITNESS WHEREOF, undersigned has executed this Declaration on behalf of Declarant this 18th day of July, 2000.

Signed, sealed and delivered
in the presence of:

**JACKSON-WINES GROVES,
a Florida general partnership**

Leslee Bennett
Print Name: Leslee Bennett

Jackie A. Deck
Print Name: JACKIE A. DECK

BY: Carl R. Jackson, Jr.
**Carl R. Jackson, Jr.,
its General Partner
Post Office Box 607
Waverly, FL 33877**

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me this 18th day of July, 2000, by Carl R. Jackson, Jr., General Partner of Jackson-Wines Groves, a Florida general partnership, on behalf of said partnership. He is personally known to me.

(SEAL)



Jackie A. Deck
MY COMMISSION # CC738280 EXPIRES
May 10, 2002
BONDED THRU TROY FAIR INSURANCE, INC.

Jackie A. Deck
Print Name: JACKIE A. DECK
NOTARY PUBLIC - State of Florida
My Commission Expires:

DB

INSTRUMENT # 2005075676

BOOK 06148 PGS 1176-1177 PG(s)2
RECORDED 04/05/2005 04:50:06 PM
RICHARD M WEISS, CLERK OF COURT
POLK COUNTY
RECORDING FEES 18.50
RECORDED BY J Ford

This Instrument was Prepared by, and After Recording Return to:
Christopher M. Fear, Esquire
GRAYROBINSON, P.A.

P.O. Box 3
One Lake Morton Drive
Lakeland, FL 33802-0003
(863) 284-2200

(Recording Data Above)

**FIRST AMENDMENT TO DECLARATION
OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS OF
DINNER LAKES SHORES**

This First Amendment to Declaration of Covenants, Conditions, Easements and Restrictions of Dinner Lake Shores ("Amendment") is made by LM PROPERTIES OF POLK COUNTY, INC., a Florida corporation ("Successor Declarant"), whose address is 2000 East Edgewood Drive, Suite 103, Lakeland, FL 33803.

RECITALS

A. Jackson-Wines Groves, a Florida general partnership ("Declarant"), previously recorded a Declaration of Covenants, Conditions, Easements and Restrictions of Dinner Lake Shores dated July 18, 2000, and recorded July 20, 2000, in Official Records Book 4497, Page 1199, Public Records of Polk County, Florida (the "Declaration").

B. Declarant also recorded the Plat of Dinner Lake Shores Phase One in Plat Book 112, Pages 29-31, Public Records of Polk County, Florida ("Phase One Plat"), and also recorded the Plat of Dinner Lake Shores Phase Two recorded in Plat Book 123, Pages 25 and 26, Public Records of Polk County, Florida ("Phase Two Plat").

C. Successor Declarant is the successor to the Declarant by virtue of the Assignment of Declarant Rights under Declaration of Covenants, Conditions, Easements and Restrictions of Dinner Lake Shores dated March 10, 2004, and recorded March 11, 2004, in Official Records Book 5701, Page 133-136, Public Records of Polk County, Florida, pursuant to which Successor Declarant received an assignment of all of the rights which Declarant reserved in and under the Declaration.

D. The lands encompassed within the Phase One Plat were the lands originally encumbered by and made subject to all of the terms, conditions and provisions of the Declaration.

E. The lands encompassed within the Phase Two Plat have been treated as part of the lands subject to the Declaration with all of the rights and benefits and with all the duties and obligations of Lot Owners under the Declaration, although a document has never been recorded to reflect the additional of the lands within Phase Two Plat as being subject to the Declaration, which is the purpose of this Amendment.

DB

INSTR # 2006021869
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RECORDED 01/25/2006 04:43:55 PM
RICHARD M WEISS, CLERK OF COURT
POLK COUNTY
RECORDING FEES 44.00
RECORDED BY E Costa

This Instrument was Prepared by, and After Recording Return to:
Christopher M. Fear, Esquire
GRAY ROBINSON, P.A.
P.O. Box 3
One Lake Morton Drive
Lakeland, FL 33802-0003
(863) 284-2200

R

(Recording Data Above)

**SECOND AMENDMENT TO DECLARATION
OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS OF
DINNER LAKES SHORES**

This Second Amendment to Declaration of Covenants, Conditions, Easements and Restrictions of Dinner Lake Shores ("Amendment") is made by LM PROPERTIES OF POLK COUNTY, INC., a Florida corporation ("Successor Declarant"), whose address is 1925 East Edgewood Drive, Suite 101, Lakeland, FL 33803.

RECITALS

A. Jackson-Wines Groves, a Florida general partnership ("Declarant"), previously recorded a Declaration of Covenants, Conditions, Easements and Restrictions of Dinner Lake Shores dated July 18, 2000, and recorded July 20, 2000, in Official Records Book 4497, Page 1199, as amended by First Amendment to Declaration of Covenants, Conditions, Easements and Restrictions of Dinner Lake Shores recorded April 5, 2005, in Official Records Book 6148, Page 1176, both in the Public Records of Polk County, Florida (collectively the "Declaration").

B. Successor Declarant is the successor to the Declarant by virtue of the Assignment of Declarant Rights under Declaration of Covenants, Conditions, Easements and Restrictions of Dinner Lake Shores dated March 10, 2004, and recorded March 11, 2004, in Official Records Book 5701, Page 133-136, Public Records of Polk County, Florida, pursuant to which Successor Declarant received an assignment of all of the rights which Declarant reserved in and under the Declaration.

C. Successor Declarant has recorded the Plat of Dinner Lake Shores Phase Three in Plat Book 135, Pages 33 and 34, Public Records of Polk County, Florida ("Phase Three Plat"), which is intended to be part of Dinner Lake Shores Development. The purpose of this Amendment is to provide that the lands encompassed within the Phase Three Plat are part of the lands subject to the Declaration with all rights and benefits and with all duties and obligations of Lot Owners under the Declaration.

NOW, THEREFORE, pursuant to the power and authority specified in the Declaration, specifically including, without limitation, Article I, Section 4, and Article IX, Section 3(c) of the Declaration, the Declaration is amended in the following respects:

221236 v3

1. Recitals. The Recitals set forth above are true and correct and are incorporated herein by reference.

2. Phase Three Plat. The lands encompassed within the Phase Three Plat are hereby brought within the definition of Subdivision under the Declaration, are brought within the jurisdiction of the Association and are made subject to all of the terms, provisions, covenants and easements created by the Declaration, including the obligation to pay assessments. Each of the lots depicted upon the Phase Three Plat, except Tracts E and F, shall be deemed a Lot as defined in the Declaration and the owner of each Lot shall be deemed an Owner as defined in the Declaration and shall have all of the rights, duties and obligations of an Owner as specified in the Declaration. The Owners of all Lots depicted upon the Phase Three Plat shall be Members of the Association and shall be obligated to pay assessments in accordance with the provisions of the Declaration and the Articles of Incorporation and Bylaws of the Association. Tract E and Tract F, as depicted upon the Phase Three Plat, shall be Common Area as defined in the Declaration and shall be conveyed by the Successor Declarant to the Association which shall own, operate, maintain and repair the improvements and other facilities now or hereafter existing on such Tract E and Tract F. The Association, by joining in this Second Amendment hereby acknowledges its obligation to perform all obligations with respect to maintenance and repair of the surface water management system located on the lands encompassed within the Phase Three Plat in accordance with applicable permits and in accordance with applicable governmental laws, rules and regulations and in accordance with the Declaration. In addition, the Association acknowledges its obligation to perform all operation, maintenance, repair and replacement of the signage, wall, landscaping and other improvements now or hereafter located on Tract E and Tract F and located within the 20-Foot Wall/Fence/Landscape and Drainage Easement as depicted upon the Phase Three Plat. Tract E and Tract F and the 20-Foot Wall/Fence/Landscape and Drainage Easements as depicted upon the Phase Three Plat shall be conveyed to the Association.

3. Private Streets. The roads and streets reflected on the Phase Three Plat, Dinner Lake Way, Dinner Lake Avenue and Dinner Lake Place are private streets which will be conveyed to the Association and the Association acknowledges and accepts the obligation to perform all maintenance, repair and replacement of such private streets and also its obligation to perform all operation, maintenance, repair and replacement of the gate and related equipment at the entrance to the Dinner Lake Shores Development at the intersection of Dinner Lake Avenue and U.S. Alternate Highway 27-State Road 17-Scenic Highway. The Association also acknowledges its obligation to operate, maintain, repair and replace all signage and related equipment at such entrance to the Development, to maintain, repair, replace, irrigate and fertilize all landscaping at the entrance to the Development and in the street median, and to pay all costs with respect to the foregoing, and to pay the cost of electricity with respect to the operation of the gate and the sign at the entrance to the Subdivision and all electricity with respect to street lights in the Subdivision, to the extent applicable.

4. Assessments. All purchasers of Lots as reflected on the Phase Three Plat shall be obligated to pay to the Association an initial capital assessment in the amount of \$225, in addition to regular annual assessments.

5. Effective Date. This Amendment is deemed effective retroactively to the date of the recording of the Phase Three Plat.

6. Other Provisions. In all other respects, the Declaration remains in full force and effect and unamended.

Signed by the Successor Declarant this 23rd day of January, 2006

Signed in the presence of the following two witnesses:

Luke Mackham
Print Name: Luke Mackham

Melissa Steele
Print Name: Melissa Steele

LM PROPERTIES OF POLK COUNTY, INC.

By: *[Signature]*
Edward H. Laderer, Jr., President

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me this 23rd day of January, 2006, by Edward H. Laderer, Jr., as President of LM Properties of Polk County, Inc., a Florida corporation, on behalf of such corporation, who is personally known to me

(AFFIX NOTARY SEAL)



[Signature]
NOTARY PUBLIC, State at Large
Nehemiah J. Mossow
(Type or print name of Notary)
My commission expires: 8-11-08

JOINDER BY MORTGAGEE

The undersigned, CITRUS AND CHEMICAL BANK, the holder and owner of a Mortgage encumbering the lands encompassed within the Phase Three Plat hereby joins in and consents to this Second Amendment to Declaration and acknowledges that the portion of the lands encumbered by the Mortgage encompassed within the Phase Three Plat are now subject to all of the terms, conditions and provisions of the Declaration as supplemented by this Second Amendment.

Signed this 23rd day of January, 2006.

Signed in the presence of the following two witnesses:

Kim Carlton
Print Name: Kim Carlton

Linda L Mizelle
Print Name: Linda L. Mizelle

CITRUS AND CHEMICAL BANK

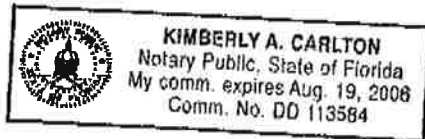
By: Michael Crowell
Print Name: J. MICHAEL CROWELL
Its: EVF LOAN ADMINISTRATION

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me this 23rd day of January, 2006, by J. Michael Crowell as Executive Vice President of Citrus and Chemical Bank, a Florida banking corporation, who is personally known to me or who has produced a Florida driver's license as identification and who did not take an oath.

(AFFIX NOTARY SEAL)

Kimberly A. Carlton
Notary Public, State at Large
Print Name: _____
My commission expires: _____



DB

IN R # 2007186495
BK 07415 PGS 1920-1921 PG(s)2
RECORDED 09/04/2007 04:24:42 PM
RICHARD M WEISS, CLERK OF COURT
POLK COUNTY
RECORDING FEES 18.50
RECORDED BY m robes

This Instrument was Prepared by, and After Recording Return to:
Christopher M. Fear, Esquire
GRAYROBINSON, P.A.
P.O. Box 3
One Lake Morton Drive
Lakeland, FL 33802-0003
(863) 284-2200

R

(Recording Data Above)

**THIRD AMENDMENT TO DECLARATION
OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS OF
DINNER LAKES SHORES**

This Third Amendment to Declaration of Covenants, Conditions, Easements and Restrictions of Dinner Lake Shores ("Amendment") is made by LM PROPERTIES OF POLK COUNTY, INC., a Florida corporation ("Successor Declarant"), whose address is 1925 East Edgewood Drive, Suite 101, Lakeland, FL 33803.

RECITALS

A. Jackson-Wines Groves, a Florida general partnership ("Declarant"), previously recorded a Declaration of Covenants, Conditions, Easements and Restrictions of Dinner Lake Shores dated July 18, 2000, and recorded July 20, 2000, in Official Records Book 4497, Page 1199 ("Declaration"), as amended by First Amendment to Declaration of Covenants, Conditions, Easements and Restrictions of Dinner Lake Shores dated March 30, 2005, and recorded April 5, 2005, in Official Records Book 6148, Page 1176, and Second Amendment to Declaration of Covenants, Conditions, Easements and Restrictions of Dinner Lake Shores dated January 23, 2006, and recorded January 25, 2006 in Official Records Book 6606, Page 303-307, all in the Public Records of Polk County, Florida.

B. Successor Declarant is the successor to the Declarant by virtue of the Assignment of Declarant Rights under Declaration of Covenants, Conditions, Easements and Restrictions of Dinner Lake Shores dated March 10, 2004, and recorded March 11, 2004, in Official Records Book 5701, Page 133-136, Public Records of Polk County, Florida, pursuant to which Successor Declarant received an assignment of all of the rights which Declarant reserved in and under the Declaration.

C. The purpose of this Amendment is to amend Article IV, Section 24(g) of the Declaration as hereinafter set forth.

NOW, THEREFORE, pursuant to the power and authority specified in the Declaration, specifically including, without limitation, Article IX, Section 3(b) of the Declaration, the Declaration is amended in the following respects:

1. Recitals. The Recitals set forth above are true and correct and are incorporated herein by reference.

2. Amendment. The first sentence of Article IV, Section 24(g) of the Declaration is hereby deleted.

3. Other Provisions. In all other respects, the Declaration remains in full force and effect and unamended.

Signed by the Successor Declarant this 29 day of August, 2007.

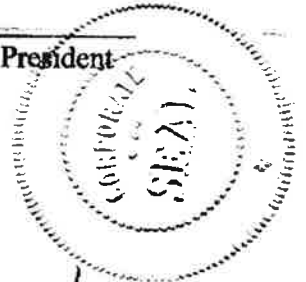
Signed in the presence of the following two witnesses:

[Signature]
Print Name: Luke Markham

[Signature]
Print Name: Sherrie Cardona

LM PROPERTIES OF POLK COUNTY, INC.

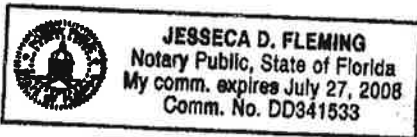
By: [Signature]
Edward H. Laderer, Jr., Vice President



STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me this 30th day of August, 2007, by Edward H. Laderer, Jr., as Vice President of LM Properties of Polk County, Inc., a Florida corporation, on behalf of such corporation, who is personally known to me

(AFFIX NOTARY SEAL)



[Signature]
NOTARY PUBLIC, State at Large
JESSECA D. FLEMING
(Type or print name of Notary)
My commission expires: 7-27-08

INSTR # 2007217412
E 7461 PGS 0757-0762 PG(s)6
RECORDED 10/22/2007 04:35:58 PM
RICHARD M WEISS, CLERK OF COURT
POLK COUNTY
RECORDING FEES 52.50
RECORDED BY r moses

2-
This Instrument was Prepared by, and After Recording Return to:
Christopher M. Fear, Esquire
GrayRobinson, P.A.
P.O. Box 3
One Lake Morton Drive
Lakeland, FL 33802-0003
(863) 284-2200

(Recording Data Above)

**FOURTH AMENDMENT TO DECLARATION
OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS
OF
DINNER LAKES SHORES**

This Fourth Amendment to Declaration of Covenants, Conditions, Easements and Restrictions of Dinner Lake Shores ("Amendment") is made by LM PROPERTIES OF POLK COUNTY, INC., a Florida corporation ("Successor Declarant"), whose address is 1925 East Edgewood Drive, Suite 101, Lakeland, FL 33803.

RECITALS

A. Jackson-Wines Groves, a Florida general partnership ("Declarant"), previously recorded a Declaration of Covenants, Conditions, Easements and Restrictions of Dinner Lake Shores dated July 18, 2000, and recorded July 20, 2000, in Official Records Book 4497, Page 1199, as amended by First Amendment to Declaration of Covenants, Conditions, Easements and Restrictions of Dinner Lake Shores recorded April 5, 2005, in Official Records Book 6148, Page 1176, and Second Amendment to Declaration of Covenants, Conditions, Easements and Restrictions of Dinner Lake Shores dated January 23, 2006, and recorded in Official Records Book 6606, Page 303-307, and Third Amendment to Declaration of Covenants, Conditions, Easements and Restrictions of Dinner Lake Shores recorded in Official Records Book 7415, page 1920-1921, all in the Public Records of Polk County, Florida (collectively the "Declaration").

B. Successor Declarant is the successor to the Declarant by virtue of the Assignment of Declarant Rights under Declaration of Covenants, Conditions, Easements and Restrictions of Dinner Lake Shores dated March 10, 2004, and recorded March 11, 2004, in Official Records Book 5701, Page 133-136, Public Records of Polk County, Florida, pursuant to which Successor Declarant received an assignment of all of the rights which Declarant reserved in and under the Declaration.

C. Successor Declarant has recorded the Plat of Dinner Lake Shores Phase Four in Plat Book 146, Pages 36 and 37, Public Records of Polk County, Florida ("Phase Four Plat"), which is intended to be part of Dinner Lake Shores Development. The purpose of this Amendment is to provide that the lands encompassed within the Phase Four Plat are part of the

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lands subject to the Declaration with all rights and benefits and with all duties and obligations of Lot Owners under the Declaration.

NOW, THEREFORE, pursuant to the power and authority specified in the Declaration, specifically including, without limitation, Article I, Section 4, and Article IX, Section 3(c) of the Declaration, the Declaration is amended in the following respects:

1. Recitals. The Recitals set forth above are true and correct and are incorporated herein by reference.

2. Phase Four Plat. The lands encompassed within the Phase Four Plat are hereby brought within the definition of Subdivision under the Declaration, are brought within the jurisdiction of the Association and are made subject to all of the terms, provisions, covenants and easements created by the Declaration, including the obligation to pay assessments. Each of the lots depicted upon the Phase Four Plat, except Tracts G and H, shall be deemed a Lot as defined in the Declaration and the owner of each Lot shall be deemed an Owner as defined in the Declaration and shall have all of the rights, duties and obligations of an Owner as specified in the Declaration. The Owners of all Lots depicted upon the Phase Four Plat shall be Members of the Association and shall be obligated to pay assessments in accordance with the provisions of the Declaration and the Articles of Incorporation and Bylaws of the Association. Tracts G and H, as depicted upon the Phase Four Plat, shall be Common Area as defined in the Declaration and shall be conveyed by the Successor Declarant to the Association which shall own, operate, maintain and repair the improvements and other facilities now or hereafter existing on such Tracts G and H. The Association, by joining in this Fourth Amendment hereby acknowledges its obligation to perform all obligations with respect to maintenance and repair of the surface water management system located on the lands encompassed within the Phase Four Plat in accordance with applicable permits and in accordance with applicable governmental laws, rules and regulations and in accordance with the Declaration. In addition, the Association acknowledges its obligation to perform all operation, maintenance, repair and replacement of the signage, wall, landscaping and other improvements now or hereafter located on Tracts G and H and located within the 20-Foot Wall/Fence/Landscape & Drainage Easement, 10' Wall/Landscape/Drainage Easements and the 5' Wall/Fence/Landscape Easement as depicted upon the Phase Four Plat. Tracts G and H, the 20-Foot Wall/Fence/Landscape & Drainage Easement, 10' Wall/Landscape/Drainage Easements, the 40' Drainage Retention Easements, the 15' Drainage & Access for Maintenance Easements and the 5' Wall/Fence/Landscape Easement and all other Drainage Easements as depicted upon the Phase Four Plat shall be conveyed to the Association.

The Association shall maintain, repair, irrigate and replace the landscaping along the northerly and easterly boundary lines of the lands encompassed within the Phase Four Plat along the right-of-way and within the right-of-way of Kinney Road and U.S. Alternate Highway 27 including the landscaping berm and all landscaped and grassed areas lying northerly of the berm adjacent to Kinney Road and easterly of the berm and adjacent to U.S. Alternate Highway 27. In addition, to the extent that Polk County fails to repair, maintain or replace the sidewalk running along or near the northerly boundary line of the lands encompassed within the Phase Four Plat, the Association shall perform such repair, maintenance or replacement, including any portion of such sidewalk located within Tract H and located within the 5' Wall/Fence/Landscape Easement, as depicted upon the Phase Four Plat. The Association shall operate, repair, maintain and replace

the well, pump and pump motor located within Tract F as depicted upon the Plat of Dinner Lake Shores Phase Three recorded in Plat Book 135, pages 33 and 34, Public Records of Polk County, Florida and all irrigation lines associated with the irrigation provided by such well.

3. Private Streets. The roads and streets reflected on the Phase Four Plat, Dinner Lake Way, Dinner Lake Lane, Dinner Lake Street and Dinner Lake Boulevard are private streets which will be conveyed to the Association and the Association acknowledges and accepts the obligation to perform all maintenance, repair and replacement of such private streets. The Association also acknowledges its obligation to operate, maintain, repair and replace all street lighting within the Subdivision.

4. Retaining Wall. The retaining wall located on Lots 185, 186 and 187 as depicted upon the Phase Four Plat shall be repaired and maintained in good condition by the owners of the lots on which the retaining wall is located and the color of the wall shall not be changed and there shall be no change in design or structural integrity of such wall.

5. Gate. The gate at the northerly end of Dinner Lake Boulevard is not for normal use but is to be kept closed and is only for emergency use for public safety by emergency personnel, and by fire, police and other public safety personnel. The Association shall be responsible for maintaining, repairing and replacing such gate in good operating condition in accordance with the requirements of applicable governmental authorities.

6. Assessments. All purchasers of Lots as reflected on the Phase Four Plat shall be obligated to pay to the Association an initial capital assessment in the amount of \$375.00, in addition to regular annual assessments.

7. District Enforcement. The Southwest Florida Water Management District has the right to take enforcement measures, including a civil action for injunction and/or penalties, against the Association to compel it to correct any outstanding problems with the surface water management system facilities.

8. Membership. The owners of all Lots in the Property shall be members of the Association and membership in the Association shall be appurtenant to the ownership of the Lots and may not be transferred separate and apart from the ownership of a Lot. By acceptance of a deed conveying a Lot, each Lot Owner agrees to be bound by all of the terms and conditions and provisions of the Declaration and all Amendments to the Declaration and the terms, conditions and provisions of the Articles of Incorporation and Bylaws of the Association, copies of which are attached hereto as Exhibits "A" and "B" respectively. Article II of the Declaration is amended accordingly.

9. Effective Date. This Amendment is deemed effective retroactively to the date of the recording of the Phase Four Plat.

10. Other Provisions. In all other respects, the Declaration remains in full force and effect and unamended.

Signed by the Successor Declarant this 12th day of ~~September~~ OCTOBER, 2007.

Signed in the presence of the following two witnesses:

[Signature]
Print Name: Lisa Markham
Melissa Sims
Print Name: Melissa Sims

LM PROPERTIES OF POLK COUNTY, INC.

By: [Signature]
Edward H. Laderer, Jr.,
Vice President

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me this 12th day of OCT, 2007, by Edward H. Laderer, Jr., as President of LM Properties of Polk County, Inc., a Florida corporation, on behalf of such corporation, who is personally known to me

(AFFIX NOTARY SEAL)



[Signature]
NOTARY PUBLIC, State at Large
REBEKAH J. MOSSOW
(Type or print name of Notary)
My commission expires: 8-11-08

JOINDER BY ASSOCIATION

DINNER LAKE SHORES HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, hereby joins in this Fourth Amendment for the purpose of acknowledging that the Phase Four Plat has been added to the Dinner Lake Shores Development and that it is obligated to perform the operation, maintenance, repair and replacement of the surface water management system located on the lands which are the subject of the Phase Four Plat and also is obligated to operate, maintain, repair and replace the improvements and facilities now or hereafter located on any portion of the land which is Common Area as reflected on the Phase Four Plat.

Signed in the presence of the following two witnesses:

Lisa M... Markham
Print Name: Lisa Markham

Melissa Sims
Print Name: Melissa Sims

DINNER LAKE SHORES HOMEOWNERS ASSOCIATION, INC.
By: *[Signature]*
Edward H. Laderer, Jr., President

STATE OF FLORIDA
COUNTY OF POLK

The foregoing Joinder was acknowledged before me this 12th day of Oct., 2007, by Edward H. Laderer, Jr., as President of Dinner Lake Shores Homeowners Association, Inc., a Florida not-for-profit corporation, on behalf of such corporation, who is personally known to me or who has produced a Florida driver's license as identification.

(AFFIX NOTARY SEAL)



[Signature]
NOTARY PUBLIC, State at Large
REBEKAH J. MOSSOW
(Type or print name of Notary)
My commission expires: 8-11-08

JOINDER BY MORTGAGEE

The undersigned, CITRUS AND CHEMICAL BANK, the holder and owner of a Mortgage encumbering the lands encompassed within the Phase Four Plat hereby joins in and consents to this Fourth Amendment to Declaration and acknowledges that the portion of the lands encumbered by the Mortgage encompassed within the Phase Four Plat are now subject to all of the terms, conditions and provisions of the Declaration as supplemented by this Fourth Amendment.

Signed this 18 day of October, 2007.

Signed in the presence of the following two witnesses:

Linda E. Myrtle
Print Name: Linda E. Myrtle

Judy R. Schuster
Print Name: Judy R. Schuster


CITRUS AND CHEMICAL BANK

By: Butch Rahman
Print Name: Butch Rahman
Its: Senior Vice President

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me this 18 day of October, 2007, by Butch Rahman as Senior Vice President of Citrus and Chemical Bank, a Florida banking corporation, on behalf of such corporation, who is personally known to me or who has produced a Florida driver's license as identification and who did not take an oath.

(AFFIX NOTARY SEAL)

NOTARY PUBLIC-STATE OF FLORIDA
 Judy R. Schuster
Commission # DD528872
Expires: APR. 23, 2010
Bonded Thru Atlantic Bonding Co., Inc.

Judy R. Schuster
Notary Public, State at Large
Print Name: Judy R. Schuster
My commission expires:

DB

INS : # 2008023335
BK 07551 PGS 1343-1344 PG(s)2
RECORDED 02/08/2008 04:08:00 PM
RICHARD M WEISS, CLERK OF COURT
POLK COUNTY
RECORDING FEES 10.50
RECORDED BY r hogan

2-
office
Box

This Instrument was Prepared by, and After Recording Return to:
Christopher M. Fear, Esquire
GrayRobinson, P.A.
P.O. Box 3
One Lake Morton Drive
Lakeland, FL 33802-0003
(863) 284-2200

(Recording Data Above)

**FIFTH AMENDMENT TO DECLARATION
OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS
OF
DINNER LAKES SHORES**

This Fifth Amendment to Declaration of Covenants, Conditions, Easements and Restrictions of Dinner Lake Shores ("Amendment") is made by LM PROPERTIES OF POLK COUNTY, INC., a Florida corporation ("Successor Declarant"), whose address is 1925 East Edgewood Drive, Suite 101, Lakeland, FL 33803.

RECITALS

A. Jackson-Wines Groves, a Florida general partnership ("Declarant"), previously recorded a Declaration of Covenants, Conditions, Easements and Restrictions of Dinner Lake Shores dated July 18, 2000, and recorded July 20, 2000, in Official Records Book 4497, Page 1199, as amended by First Amendment to Declaration of Covenants, Conditions, Easements and Restrictions of Dinner Lake Shores recorded April 5, 2005, in Official Records Book 6148, Page 1176, Second Amendment to Declaration of Covenants, Conditions, Easements and Restrictions of Dinner Lake Shores dated January 23, 2006, and recorded in Official Records Book 6606, Pages 303-307, Third Amendment to Declaration of Covenants, Conditions, Easements and Restrictions of Dinner Lake Shores recorded in Official Records Book 7415, pages 1920-1921, and Fourth Amendment to Declaration of Covenants, Conditions, Easements and Restrictions of Dinner Lake Shores recorded in Official Records Book 7461, pages 757-762, all in the Public Records of Polk County, Florida (collectively the "Declaration").

B. Successor Declarant is the successor to the Declarant by virtue of the Assignment of Declarant Rights under Declaration of Covenants, Conditions, Easements and Restrictions of Dinner Lake Shores dated March 10, 2004, and recorded March 11, 2004, in Official Records Book 5701, Page 133-136, Public Records of Polk County, Florida, pursuant to which Successor Declarant received an assignment of all of the rights which Declarant reserved in and under the Declaration.

C. Successor Declarant is providing this Amendment for clarification of the Declaration.

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NOW, THEREFORE, pursuant to the power and authority specified in the Declaration, specifically including, without limitation, Article I, Section 4, and Article IX, Section 3(b) of the Declaration, the Declaration is amended in the following respects:

1. Recitals. The Recitals set forth above are true and correct and are incorporated herein by reference.

2. Clarification. Since the original recording of the Declaration in July, 2000 through the date of this Amendment, the Declarant and the Successor Declarant have paid the shortfall in the operating expenses of Dinner Lake Shores Homeowners Association, Inc. ("Association") and the Successor Declarant intends to continue to do so, until the Successor Declarant relinquishes control of the Association as provided in Article II of the Declaration. Therefore, Successor Declarant hereby confirms that so long as the Successor Declarant is in control of the Association, the Successor Developer has paid and will pay any operating expenses incurred by the Association that exceed the assessments receivable from other Lot Owners other than Declarant and other income of the Association.

3. Effective Date. This Amendment shall be deemed effective retroactively to the date of the recording of the Declaration on July 20, 2000.

4. Other Provisions. In all other respects, the Declaration remains in full force and effect and unamended.

Signed by the Successor Declarant this 8th day of ~~January~~ ^{February}, 2008.

Signed in the presence of the following two witnesses:

[Signature]
Print Name: Luke Markham

[Signature]
Print Name: GABE MEAD

LM PROPERTIES OF POLK COUNTY, INC.

By: [Signature]
Edward H. Laderer, Jr.,
Vice President

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me this 8th day of ~~January~~ ^{FEB}, 2008, by Edward H. Laderer, Jr., as President of LM Properties of Polk County, Inc., a Florida corporation, on behalf of such corporation, who is personally known to me

(AFFIX NOTARY SEAL)



[Signature]
NOTARY PUBLIC, State at Large
REBEKAH J. MOSSOW
(Type or print name of Notary)
My commission expires: 8-11-08

456729 v2

R
This Instrument was Prepared by, and After Recording Return to:
Christopher M. Fear, Esquire
GrayRobinson, P.A.
P.O. Box 3
One Lake Morton Drive
Lakeland, FL 33802-0003
(863) 284-2200

(Recording Data Above)

**SEVENTH AMENDMENT TO DECLARATION
OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS
OF
DINNER LAKES SHORES**

This Seventh Amendment to Declaration of Covenants, Conditions, Easements and Restrictions of Dinner Lake Shores ("Amendment") is made by LM PROPERTIES OF POLK COUNTY, INC., a Florida corporation ("Successor Declarant"), whose address is 1925 East Edgewood Drive, Suite 100, Lakeland, FL 33803.

RECITALS

A. Jackson-Wines Groves, a Florida general partnership ("Declarant"), previously recorded a Declaration of Covenants, Conditions, Easements and Restrictions of Dinner Lake Shores dated July 18, 2000, and recorded July 20, 2000, in Official Records Book 4497, Page 1199, as amended by First Amendment to Declaration of Covenants, Conditions, Easements and Restrictions of Dinner Lake Shores recorded April 5, 2005 in Official Records Book 6148, Pages 1176-1177, Second Amendment to Declaration of Covenants, Conditions, Easements and Restrictions of Dinner Lake Shores recorded January 25, 2006 in Official Records Book 6606, Pages 303-307, Third Amendment to Declaration of Covenants, Conditions, Easements and Restrictions of Dinner Lake Shores recorded September 4, 2007 in Official Records Book 7415, Pages 1920-1921, Fourth Amendment to Declaration of Covenants, Conditions, Easements and Restrictions of Dinner Lake Shores recorded October 22, 2007 in Official Records Book 7461, Pages 757-762, Fifth Amendment to Declaration of Covenants, Conditions, Easements and Restrictions of Dinner Lake Shores recorded February 8, 2008, in Official Records Book 7551, Pages 1343-1344, and Sixth Amendment to Declaration of Covenants, Conditions, Easements and Restrictions of Dinner Lake Shores recorded August 14, 2008, in Official Records Book 7699, Pages 101-103, all in the Public Records of Polk County, Florida (collectively the "Declaration").

B. Successor Declarant is the successor to the Declarant by virtue of the Assignment of Declarant Rights under Declaration of Covenants, Conditions, Easements and Restrictions of Dinner Lake Shores dated March 10, 2004, and recorded March 11, 2004, in Official Records Book 5701, Page 133-136, Public Records of Polk County, Florida, pursuant to which Successor Declarant received an assignment of all of the rights which Declarant reserved in and under the Declaration.

C. Successor Declarant has recorded the plat of Dinner Lake Shores Phase Four ("Phase Four Plat") in Plat Book 146, Pages 36-37, in the Public Records of Polk County, Florida. The Lots

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encompassed within the Phase Four Plat will be referred to herein as "Phase Four Lots". Only the Phase Four Lots will be subject to this Amendment.

NOW, THEREFORE, pursuant to the power and authority specified in the Declaration, specifically including, without limitation, Article IX, Section 3(b) of the Declaration, the Declaration is amended in the following respects, which are only applicable to the Phase Four Lots:

1. Recitals. The Recitals set forth above are true and correct and are incorporated herein by reference.

2. Definitions. Any capitalized terms used in this Amendment that are not defined herein will have the definitions given to such terms in the Declaration.

3. Amendment. Section 26(a) of Article V of the Declaration is amended with respect to Phase Four Lots as follows:

The total air conditioned floor area of any residence constructed on a lot shall not be less than ~~4,500~~ 1,100 square feet.

4. Other Provisions. In all other respects, the Declaration remains in full force and effect and unamended.

Signed by the Successor Declarant this 11 day of June, 2009.

Signed in the presence of the following two witnesses:

LM PROPERTIES OF POLK COUNTY, INC.

[Signature]
Print Name: Luke Markham

By: [Signature]
Edward H. Laderer, Jr.,
Vice President

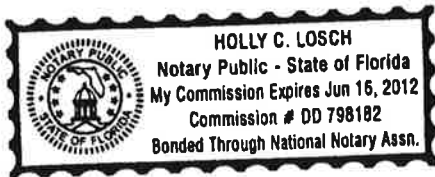
[Signature]
Print Name: Holly Losch

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me this 11th day of June, 2009, by Edward H. Laderer, Jr., as Vice President of LM Properties of Polk County, Inc., a Florida corporation, on behalf of such corporation, who is personally known to me

(AFFIX NOTARY SEAL)

[Signature]
NOTARY PUBLIC, State at Large
[Signature]
(Type or print name of Notary)
My commission expires:



INSTR # 2008139016
BK 07699 PGS 0101-0103 PG(s)3
RECORDED 08/14/2008 04:45:28 PM
RICHARD M WEISS, CLERK OF COURT
POLK COUNTY
RECORDING FEES 27.00
RECORDED BY V Epperson

This Instrument was Prepared by, and After Recording Return to:
Christopher M. Fear, Esquire
GrayRobinson, P.A.
P.O. Box 3
One Lake Morton Drive
Lakeland, FL 33802-0003
(863) 284-2200

(Recording Data Above)

**SIXTH AMENDMENT TO DECLARATION
OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS
OF
DINNER LAKES SHORES**

This Sixth Amendment to Declaration of Covenants, Conditions, Easements and Restrictions of Dinner Lake Shores ("Amendment") is made by LM PROPERTIES OF POLK COUNTY, INC., a Florida corporation ("Successor Declarant"), whose address is 1925 East Edgewood Drive, Suite 100, Lakeland, FL 33803.

RECITALS

A. Jackson-Wines Groves, a Florida general partnership ("Declarant"), previously recorded a Declaration of Covenants, Conditions, Easements and Restrictions of Dinner Lake Shores dated July 18, 2000, and recorded July 20, 2000, in Official Records Book 4497, Page 1199, as amended by First Amendment to Declaration of Covenants, Conditions, Easements and Restrictions of Dinner Lake Shores recorded April 5, 2005 in Official Records Book 6148, Pages 1176-1177, Second Amendment to Declaration of Covenants, Conditions, Easements and Restrictions of Dinner Lake Shores recorded January 25, 2006 in Official Records Book 6606, Pages 303-307, Third Amendment to Declaration of Covenants, Conditions, Easements and Restrictions of Dinner Lake Shores recorded September 4, 2007 in Official Records Book 7415, Pages 1920-1921, Fourth Amendment to Declaration of Covenants, Conditions, Easements and Restrictions of Dinner Lake Shores recorded October 22, 2007 in Official Records Book 7461, Pages 757-762, and Fifth Amendment to Declaration of Covenants, Conditions, Easements and Restrictions of Dinner Lake Shores recorded February 8, 2008, in Official Records Book 7551, Pages 1343-1344, all in the Public Records of Polk County, Florida (collectively the "Declaration").

B. Successor Declarant is the successor to the Declarant by virtue of the Assignment of Declarant Rights under Declaration of Covenants, Conditions, Easements and Restrictions of Dinner Lake Shores dated March 10, 2004, and recorded March 11, 2004, in Official Records Book 5701, Page 133-136, Public Records of Polk County, Florida, pursuant to which Successor Declarant received an assignment of all of the rights which Declarant reserved in and under the Declaration.

C. Successor Declarant has recorded the plat of Dinner Lake Shores Phase Four

("Phase Four Plat") in Plat Book 146, Pages 36-37, in the Public Records of Polk County, Florida. The Lots encompassed within the Phase Four Plat will be referred to herein as "Phase Four Lots". Only the Phase Four Lots will be subject to this Amendment.

NOW, THEREFORE, pursuant to the power and authority specified in the Declaration, specifically including, without limitation, Article IX, Section 3(b) of the Declaration, the Declaration is amended in the following respects, which are only applicable to the Phase Four Lots:

1. Recitals. The Recitals set forth above are true and correct and are incorporated herein by reference.

2. Definitions. Any capitalized terms used in this Amendment that are not defined herein will have the definitions given to such terms in the Declaration.

3. Amendment. The following amendments are made to the Declaration which shall only be applicable to Phase Four Lots:

(a) The last sentence of Section 13 of Article V of the Declaration is removed from the Declaration with respect to Phase Four Lots as follows:

~~Each dwelling shall have one common design yard entrance light equipped with a light sensing switch so as to be illuminated during hours of darkness; the set back and design of said lighting shall be approved by the Board of Directors.~~

(b) The last sentence of Section 24(e) of Article V of the Declaration is modified with respect to Phase Four Lots as follows:

All pitched roofs must have at least a 5/12 slope on the main body of the building. The composition of all pitched roofs must be a 25 year or better fungus resistant architectural shingle.

(c) Paragraph (1) of Article VIII of the Declaration is modified with respect to Phase Four Lots as follows:

~~(1) all front, side and rear yards shall be equipped with an underground sprinkling system, and shall be completely sodded and the sod maintained in a good, healthy condition; with St. Augustine, or better quality grass, customarily used for lawn purposes; and~~

4. Other Provisions. In all other respects, the Declaration remains in full force and effect and unamended.

Signed by the Successor Declarant this 13th day of August, 2008.

Signed in the presence of the following two witnesses:

LM PROPERTIES OF POLK COUNTY, INC.

[Signature]
Print Name: Justin Markham

By: [Signature]
Edward H. Laderer, Jr.,
Vice President

[Signature]
Print Name: Holly Losch

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me this 13th day of August, 2008, by Edward H. Laderer, Jr., as Vice President of LM Properties of Polk County, Inc., a Florida corporation, on behalf of such corporation, who is personally known to me

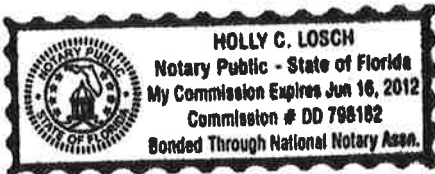
(AFFIX NOTARY SEAL)

[Signature]
NOTARY PUBLIC, State at Large
[Signature]


(Type or print name of Notary)

My commission expires:

June 16, 2012



INSTR # 2009116547
BK 07913 PGS 1483-1484 PG(S) 2
RECORDED 06/23/2009 04:49:05 PM
RICHARD H WEISS, CLERK OF COURT
POLK COUNTY
RECORDING FEES 16.50
RECORDED BY V Epperson

 This Instrument was Prepared by, and After Recording Return to:
Christopher M. Fear, Esquire
GrayRobinson, P.A.
P.O. Box 3
One Lake Morton Drive
Lakeland, FL 33802-0003
(863) 284-2200

(Recording Data Above)

**SEVENTH AMENDMENT TO DECLARATION
OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS
OF
DINNER LAKES SHORES**

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RECITALS

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B. Successor Declarant is the successor to the Declarant by virtue of the Assignment of Declarant Rights under Declaration of Covenants, Conditions, Easements and Restrictions of Dinner Lake Shores dated March 10, 2004, and recorded March 11, 2004, in Official Records Book 5701, Page 133-136, Public Records of Polk County, Florida, pursuant to which Successor Declarant received an assignment of all of the rights which Declarant reserved in and under the Declaration.

C. Successor Declarant has recorded the plat of Dinner Lake Shores Phase Four ("Phase Four Plat") in Plat Book 146, Pages 36-37, in the Public Records of Polk County, Florida. The Lots

encompassed within the Phase Four Plat will be referred to herein as "Phase Four Lots". Only the Phase Four Lots will be subject to this Amendment.

NOW, THEREFORE, pursuant to the power and authority specified in the Declaration, specifically including, without limitation, Article IX, Section 3(b) of the Declaration, the Declaration is amended in the following respects, which are only applicable to the Phase Four Lots:

1. Recitals. The Recitals set forth above are true and correct and are incorporated herein by reference.

2. Definitions. Any capitalized terms used in this Amendment that are not defined herein will have the definitions given to such terms in the Declaration.

3. Amendment. Section 26(a) of Article V of the Declaration is amended with respect to Phase Four Lots as follows:

The total air conditioned floor area of any residence constructed on a lot shall not be less than ~~1,500~~ 1,100 square feet.

4. Other Provisions. In all other respects, the Declaration remains in full force and effect and unamended.

Signed by the Successor Declarant this 11 day of June, 2009.

Signed in the presence of the following two witnesses:

[Signature]
Print Name: Luke Markham

[Signature]
Print Name: Holly Losch

LM PROPERTIES OF POLK COUNTY, INC.

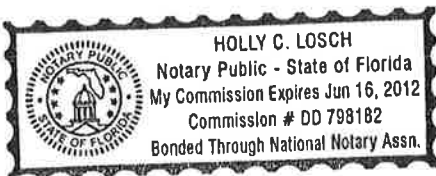
By: [Signature]
Edward H. Laderer, Jr.,
Vice President

STATE OF FLORIDA
COUNTY OF POLK

The foregoing instrument was acknowledged before me this 11th day of June, 2009, by Edward H. Laderer, Jr., as Vice President of LM Properties of Polk County, Inc., a Florida corporation, on behalf of such corporation, who is personally known to me

(AFFIX NOTARY SEAL)

[Signature]
NOTARY PUBLIC, State at Large
[Signature]
(Type or print name of Notary)
My commission expires:



DB



INSTR # 2014191773
BK 9381 Pgs 1190-1191 PG(s) 2
RECORDED 11/12/2014 11:45:11 AM
STACY M. BUTTERFIELD,
CLERK OF COURT POLK COUNTY
RECORDING FEES \$18.50
RECORDED BY teriweav

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**EIGHTH AMENDMENT TO DECLARATION
OF COVENANTS, CONDITIONS, EASEMENTS AND RESTRICTIONS
OF
DINNER LAKES SHORES**

This Eighth Amendment to Declaration of Covenants, Conditions, Easements and Restrictions of Dinner Lake Shores ("Amendment") is made by LM PROPERTIES OF POLK COUNTY, INC., a Florida corporation ("Successor Declarant"), whose address is 1925 East Edgewood Drive, Suite 100, Lakeland, FL 33803.

RECITALS

A. Jackson-Wines Groves, a Florida general partnership ("Declarant"), previously recorded a Declaration of Covenants, Conditions, Easements and Restrictions of Dinner Lake Shores dated July 18, 2000, and recorded July 20, 2000, in Official Records Book 4497, Page 1199, as amended by First Amendment to Declaration of Covenants, Conditions, Easements and Restrictions of Dinner Lake Shores recorded April 5, 2005 in Official Records Book 6148, Pages 1176-1177, Second Amendment to Declaration of Covenants, Conditions, Easements and Restrictions of Dinner Lake Shores recorded January 25, 2006 in Official Records Book 6606, Pages 303-307, Third Amendment to Declaration of Covenants, Conditions, Easements and Restrictions of Dinner Lake Shores recorded September 4, 2007 in Official Records Book 7415, Pages 1920-1921, Fourth Amendment to Declaration of Covenants, Conditions, Easements and Restrictions of Dinner Lake Shores recorded October 22, 2007 in Official Records Book 7461, Pages 757-762, Fifth Amendment to Declaration of Covenants, Conditions, Easements and Restrictions of Dinner Lake Shores recorded February 8, 2008, in Official Records Book 7551, Pages 1343-1344, Sixth Amendment to Declaration of Covenants, Conditions, Easements and Restrictions of Dinner Lake Shores recorded August 14, 2008, in Official Records Book 7699, Pages 101-103, and Seventh Amendment to Declaration of Covenants, Conditions, Easements and Restrictions of Dinner Lake Shores recorded June 23, 2009, in Official Records Book 7913, Pages 1483-1484, all in the Public Records of Polk County, Florida (collectively the "Declaration").

B. Successor Declarant is the successor to the Declarant by virtue of the Assignment of Declarant Rights under Declaration of Covenants, Conditions, Easements and Restrictions of Dinner Lake Shores dated March 10, 2004, and recorded March 11, 2004, in Official Records Book 5701, Page 133-136, Public Records of Polk County, Florida, pursuant to which Successor Declarant received an assignment of all of the rights which Declarant reserved in and under the Declaration

C. Successor Declarant previously platted the Plat of Dinner Lake Shores Phase Three in Plat Book 135, Pages 33 and 34, Public Records of Polk County, Florida ("Phase Three Plat"). Successor

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