

MARCH 5, 1999

**AMENDMENT TO DECLARATION OF RESTRICTIONS OF
LAKE SUZY ESTATES**

As provided in paragraph E-4, the following amendments are hereby made to the Declaration of Restrictions of Lake Suzy Estates as recorded May 9, 1973 in Book 92, Pages 598-606, Official Records of DeSoto County.

PART B. PARAGRAPH 2 IS AMENDED TO READ AS FOLLOWS:

2. SETBACK RESTRICTIONS:

Subject to the exceptions hereinafter mentioned, no building or any part thereof shall project beyond setback lines as follows:

25 feet from front property lines, and 7.5 feet from side property lines. The setback from the rear property line shall be determined by the county zoning ordinances.

Exceptions to setback restrictions:

- (a) Terraces and low platforms or steps may be erected outside of setback lines provided such construction shall not interfere with the exposure of view or reasonable privacy of adjoining or facing property as shall be determined by the Architectural Control Committee hereinafter provided for.
- (b) No construction of the type provided in subparagraph (a) may be erected without written approval of the Architectural Control Committee, and where construction is within easement areas, it must comply with Provisions of paragraph 5 below.

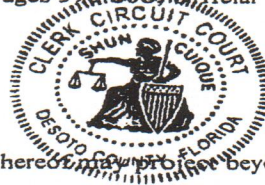
PART B. PARAGRAPH 3 IS AMENDED TO READ AS FOLLOWS:

3. ARCHITECTURAL CONTROL: No building or other structure or improvement of any nature shall be erected, placed or altered on any lot until the construction plans and specifications and a plan showing the location of the structure have been approved in writing by the Architectural Control Committee. Each building, or other structure or improvement of any nature shall be erected, placed or altered upon the premises only in accordance with the plans and specifications and plot plan so approved. Refusal of approval of plans, specifications and plot plan or any of them, may be based on any ground, including purely aesthetic grounds, which in the sole and uncontrolled discretion of said Architectural Control Committee, shall seem sufficient. Any change in the exterior appearance of any building, other structure or improvement shall be deemed an alteration requiring approval. The Architectural Control Committee is composed of David W. Shepard, Dallas Shepard and Frank Glindmeier, all of whose address is in care of Loreda Development, Inc. A majority of the committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the remaining members shall have full authority to designate a successor. Neither the members of the Committee nor its designated representative shall be entitled to any compensation for services performed pursuant to this covenant.

FILED AND RECORDED
DATE 03/05/1999 TM 14:26

MITZIE W. MCGAVIC CLERK
CO: DESOTO ST: FL

FL# 991855 B 425 P1190
REC NO. 01906400444



PART B, PARAGRAPH 4 IS AMENDED TO READ AS FOLLOWS:

4. MINIMUM SIZE OF RESIDENCE: Homes constructed shall not have less than two thousand (2,000) square feet of living area. The method of determining the square foot area of proposed buildings and structures, or additions and enlargements thereto shall be calculated on the basis of total air conditioned living area, using the outside dimensions of the living area at each floor level only. Garages, roofed screen porches, lanais, swimming pools, etc., shall not be taken into account in calculating the square footage of the living area.

PART B, PARAGRAPH 6 IS AMENDED TO READ AS FOLLOWS:

6. TELEPHONE, CABLE TV AND ELECTRIC POWER UNDERGROUND SERVICE:
All buildings on all lots must be served underground by telephone, cable TV and electric power and gas service when available.

PART B, PARAGRAPH 8 IS AMENDED TO READ AS FOLLOWS:

8. SEWAGE: Whether or not provision therefor is specifically stated in any conveyance of a lot made by the subdivider, the owner or occupant of each and every lot by acceptance of title thereto or by taking possession thereof, covenants and agrees that no septic tanks shall be placed upon his lot unless and until the plans and specifications therefore have been approved in writing by the Architectural Control Committee. When a sewage treatment plant for the service of the subdivision is installed, the owner or occupant of each lot covenants and agrees that no other means of sewage disposal shall be used except that provided for by said sewage treatment utility.

PART B, PARAGRAPH 11 IS AMENDED TO READ AS FOLLOWS:

11. TEMPORARY STRUCTURES AND RV'S: No structure of a temporary character, trailer, tent, shack, garage, barn or other outbuilding shall be used on any lot at a any time as a residence either temporarily or permanently. No boat, boat trailer, motorhome, travel trailer or any other RV shall be stored on any lot without approval of the Architectural Control Committee.

PART B, PARAGRAPH 12 IS AMENDED TO READ AS FOLLOWS:

12. ENCLOSED GARAGES: Each residence shall have, either attached or detached from the main dwelling building, an enclosed garage sufficient in size to accommodate two passenger automobiles.

PART B, PARAGRAPH 13 IS AMENDED TO READ AS FOLLOWS:

13. LAUNDRY DRYING AREA: Only removable "umbrella" type clotheslines may be used for exposed drying laundry. Said clothes lines shall be removed and stored out of view immediately after use. The hanging of garments, rugs, bedding or other items from trees, windows, balconies, pool enclosures or other structures outside the building for drying or airing is prohibited.

PART B, PARAGRAPH 14 IS AMENDED TO READ AS FOLLOWS:

14. SIGNS: No signs of any kind shall be displayed to the public view on any lot except one sign of not more than one square foot used to indicate the name of the resident, or one sign of not more than five square feet advertising the property for sale or for rent, or signs used by a builder or by sub-contractors as required by county regulations.

PART B, PARAGRAPH 17 IS AMENDED TO READ AS FOLLOWS:

17. GARBAGE AND REFUSE DISPOSAL: No lot shall be used or maintained as a dumping ground for rubbish. No garbage, refuse or rubbish shall be deposited or kept on any lot except in a suitable container. Such container shall be shielded so that the container is not visible from any point on the front lot line of said lot, provided, however, that garden trash and rubbish that DeSoto County requires to be placed at the front of a lot in order to be collected by the DeSoto County garbage licensee, may be placed and kept at the front of the lot, and need not be in any container for periods not exceeding twenty-four hours. All equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition.

PART B, PARAGRAPH 18 IS AMENDED TO READ AS FOLLOWS:

18. FENCES & WALLS: No fence or wall shall be erected on any lot, except for pool security fences, which must be approved by the Architectural Control Committee.

PART B, PARAGRAPH 19 IS AMENDED TO READ AS FOLLOWS:

19. SIGHT DISTANCE AT INTERSECTIONS: No fence, hedge or shrub planting which obstructs sight lines at elevations between two and six feet above the roadways shall be placed or permitted to remain on any corner lot within the triangular area formed by the street property lines extended and a line connecting them at points twenty five feet from the intersection of the extended street lines. The same sight-line limitations shall apply on any lot within ten feet from the intersection of a street property line with the edge of a driveway or alley pavement. No tree shall be permitted to remain within such distances of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.

PART B, PARAGRAPH 20 IS AMENDED TO READ AS FOLLOWS:

20. LAKE AND LAKE FRONT LOTS: The following additional restrictions shall be applicable to lots fronting on Lake Suzy as shown on the subdivision plot:

- (a) No boathouse, dock, wharf, sea wall or other structure of any kind shall be erected, placed, altered, or maintained on the shores of Lake Suzy as shown on said plat, unless the construction plans and specifications and a plan showing the location of the structure have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of exterior design with existing structures, location with respect to topography and finish grade elevation, and as to desirability per se. It is the intention of this instrument to authorize the committee in its sole discretion to approve or disapprove any such boathouse, dock, wharf, sea wall or other structure on purely aesthetic grounds, or any other grounds, or for the reason that there should be no such boathouse, dock, wharf, or other structure on the lake front.

(b) No powerboat or other mechanically powered watercraft or device driven or propelled by other than man-power, sail or electric motor shall be used or operated on said Lake Suzy, unless authorized by the Architectural Control Committee, which may prescribe rules and regulations governing such use or operation

(c) Shoreline contours of Lake Suzy above or below water may not be changed without the written approval of the Architectural Control Committee. No lot shall be increased in size by filling in the waters upon which it abuts.

PART B, PARAGRAPH 21 IS AMENDED TO READ AS FOLLOWS:

21. LAWNS AND CARE AND APPEARANCE OF PREMISES: Upon completion of a dwelling, the yard shall be sodded with Floritam grass on all sides of the building, it being the intent that the lawn area be well maintained. Front and side lawn areas shall be sodded to the pavement as appropriate, or otherwise to the property lines. Parking strips, drives or other paved areas are not allowed, except as included and approved in the specifications and the plot plan. The structures and grounds on each lot shall be maintained in a neat and attractive manner. Upon the owner's failure so to do, LOREDA Development, Inc., hereinafter called the "grantor", may, at its option, after giving the owner ten days written notice sent to his last known address, have the grass, weeds and vegetation cut when, and as often as the same is necessary in its judgment, and have dead trees, shrubs and plants removed from any lot. Upon the owners failure to maintain the exterior of any structure in good repair and appearance the Grantor may, at its option, after giving the owner sixty days' written notice sent to his last known address, make repairs and improve the appearance in a reasonable and workmanlike manner. The owner of such lot shall reimburse the Grantor for the cost of any work as above required, including 12% interest from the time that the work is completed, and to secure such reimbursement, the Grantor shall have a lien upon such building lot enforceable as herein provided. Upon performing the work herein provided, the Grantor shall be entitled to file in the Public Records of DeSoto County, Florida, a notice of its claim of lien by virtue of this contract with the owner. Said notice shall state the cost of said work, including interest, and shall contain a description of the property against which the enforcement of the lien is sought. The lien herein provided shall date from the time that the work is completed, but shall not be binding against creditors or subsequent purchasers for a valuable consideration and without notice until said notice is recorded. The lien herein provided shall be due and payable forthwith upon the completion of the work, and if not paid, said lien may be enforced by foreclosure in equity in the same manner as mortgages. The liens herein provided shall be subordinate to the lien of any mortgage encumbering any lot to an institutional lender, provided, however, that any such mortgagee when in possession and any purchaser at any foreclosure sale, and all persons claiming by, through or under such mortgagee or purchaser, shall hold title subject to the obligations and liens herein provided.

Executed at DeSoto County, Florida this 5th day of March, 1999.

LOREDA DEVELOPMENT, INC.

By: [Signature]
David Shepard, President

ARCHITECTURAL CONTROL
COMMITTEE

By: [Signature]
David Shepard

By: [Signature]
Dallas Shepard

By: [Signature]
Frank Glindmeier

STATE OF FLORIDA
COUNTY OF DE SOTO

FL# 991855 B 425 P1194
REC NO. 01906400444

Before me, the undersigned authority, personally appeared David Shepard, Dallas Shepard and Frank Glindmeier, to me well known to be the individuals described in and who executed the foregoing Amendment to Declaration Restrictions of Lake Suzy Estates.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my seal the 5th
day of March, 1999.

[Signature]
Notary Public

My commission expires:

