Official Records Citrus County FL, Angela Vick, Clerk of the Circuit Court & Comptroller

#2015021322 BK: 2687 PG: 1640 5/7/2015 3:17 PM 1 Receipt: 2015018786

RECORDING \$698.50

PREPARED BY & RETURN TO:

ARISTIDES J. DIAZ, ESQ. LARSEN & ASSOCIATES, P.L. 300 South Orange Ave., Suite 1200 Orlando, Florida 32801 (407) 841-6555

NOTICE OF RECORDING PARKSIDE VILLAGE PROPERTY OWNERS' ASSOCIATION, INC.

I hereby certify that the revitalization of the Declaration of Restrictions, recorded at Official Records Book 624, Page 1799, Amendment to Declaration of Restrictions, recorded at Official Records Book 630, Page 238, Amendment to Declaration of Restrictions, recorded at Official Records Book 967, Page 916, Amendment to the Declaration of Restrictions, recorded at Official Records Book 1065, Page 138, Amendment to Declaration of Restrictions, recorded at Official Records Book 1310, Page 918, Amendment to Declaration of Restrictions, recorded at Official Records Book 1404, Page 1408, Amendment to Declaration of Restrictions, recorded at Official Records Book 1479, Book 776, Amendment to Declaration of Restrictions, recorded at Official Records Book 1809, Page 1495, Amendment to Declaration of Restrictions, recorded at Official Records Book 2087, Page 2106, Amendment to Declaration of Restrictions, recorded at Official Records Book 2266, Page 434, Amendment to Declaration of Restrictions, recorded at Official Records Book 2336, Page 268, Amendment to Declaration of Restrictions, recorded at Official Records Book 2459, Book 874, Amendment to Declaration of Restrictions, recorded at Official Records Book 2532, Book 281, Public Records of Citrus County, Florida ("Declaration"), the Articles of Incorporation of Parkside Village Property Owners' Association, Inc., and the Bylaws Parkside Village Property Owners' Association, Inc., along with all other documents attached with this recording (collectively, the "Governing Documents"), were approved in writing by at least a majority of the affected parcel owners.

I hereby further certify that the requirements for the revived Declaration set forth in Sections 720.403 – 720.407, Florida Statutes, have been satisfied, and the Florida Department of Economic Opportunity has approved the attached Governing Documents for revitalization. The approval letter of the Florida Department of Economic Opportunity, the Governing Documents, and the written approval of affected parcel owners are attached as Exhibit "A" to this Notice of Recording. This notice shall also serve as the President's and Secretary's approval and reexecution of the revived Governing Documents.

Parkside Village Property Owners' Association, Inc. hereby provides the following Notice to all present and future Owners and all prospective purchasers of property within the Parkside Village residential subdivision located in Citrus County, Florida of the revitalization and enforcement of the attached Governing Documents.

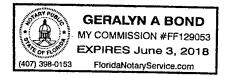
I HEREBY CERTIFY that this Notice of Recording was approved for recording at a duly called meeting of the Board of Directors of Parkside Village Property Owners' Association, Inc., day of April, 2015.

Robert B. Bewsher 646 W. Wild Pine Circle Beverly Hills, Florida 34465

State of Florida County of Citrus

The foregoing instrument was acknowledged before me, this $\frac{39}{4}$ day of April, 2015, by, Robert B. Bewsher as President of Parkside Village Property Owners' Association, Inc., who is personally known to me or produced as identification.

Notary Public - State of Florida Stamp or Seal:



Official Records Citrus County FL, Angela Vick, Clerk of the Circuit Court & Comptroller #2015021322 BK: 2687 PG: 1642 5/7/2015 3:17 PM 3 Receipt: 2015018786

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ATTEST:

Emily Holder 2541 N. Reston Terrace Hernando, Florida 34442

State of Florida County of Orange

The foregoing instrument was acknowledged before me, this 29 day of April, 2015, by Emily Holder, as Secretary of Parkside Village Property Owners' Association, Inc. who is personally known to me or produced drivers license as identification.

Notary Public - State of Florida

Stamp or Seal:



Official Records Citrus County FL, Angela Vick, Clerk of the Circuit Court & Comptroller

#2015021322 BK: 2687 PG: 1643 5/7/2015 3:17 PM 4 Receipt: 2015018786

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CERTIFICATE ATTESTING TO THE REVITALIZATION OF THE NOTICE OF RESTRICTIONS ON REAL ESTATE FOR PARKSIDE VILLAGE PROPERTY OWNERS' ASSOCIATION, INC.

WHEREAS, Parkside Village Property Owners' Association, Inc., a Florida not for profit corporation, is the entity created under the laws of the state of Florida as the governing Homeowners' Association for Parkside Village, a residential community located in Citrus County Florida as described on the Parkside Village Plat recorded in Plat Book 12, Page 68, Public Records of Citrus County, Florida and Parkside Village Unit 2 Plat recorded in Plat Book 12, Page 85, Public Records of Citrus County, Florida, Parkside Village Unit No. 3 Plat recorded in Plat Book 12, Page 99, Public Records of Citrus County, Florida and the Parkside Village Unit No. 4 recorded in Plat Book 12, Page 1115, Public Records of Citrus County, Florida and any additional land that may be properly annexed thereto; and

WHEREAS, Section 720.405(5), Florida Statutes, provides, "A copy of the complete text of the proposed revised declaration of covenants, the proposed new or existing articles of incorporation and bylaws of the homeowners' association, and a graphic depiction of the property to be governed by the revived declaration shall be presented to all of the affected parcel owners by mail or hand delivery not less than 14 days before the time that the consent of the affected parcel owners to the proposed governing documents is sought by the organizing committee."; and

WHEREAS, Section 720.405(6), Florida Statutes, provides, "A majority of the affected parcel owners must agree in writing to the revived declaration of covenants and governing documents of the homeowners' association or approve the revived declaration and governing documents by a vote at a meeting of the affected parcel owners noticed and conducted in the manner prescribed by s. 720.306. Proof of notice of the meeting to all affected owners of the

meeting and the minutes of the meeting recording the votes of the property owners shall be certified by a court reporter or an attorney licensed to practice in the state."; and

WHEREAS, a majority of the affected parcel owners approved the revived declaration and governing documents through written instruments."

NOW THEREFORE, I, Aristides J. Diaz, Esq., an attorney licensed to practice in the State of Florida, hereby certify the Consent to Revitalization of Covenants and Restrictions were obtained from a majority of all affected parcel owners.

By:

Date:

Aristides J/ Diaz, E/q. Florida Bar Mo.: 0118400

Orlando, FL 32801

LARSEN & ASSOCIATES, P.L. 300 S. Orange Ave., Suite 1200

ITNESSES:

Signature

Print Name: Wanda K. C

Signature

Print Name: PAULA AITEM

STATE OF FLORIDA **COUNTY OF ORANGE**

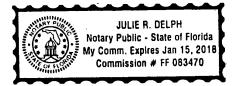
THE FOREGOING instrument was acknowledged before me this

day of May,

2015, by Aristides J. Diaz, Esq., who is personally known to me.

Notary Signature

Notary Stamp or Seal:



Official Records Citrus County FL, Angela Vick, Clerk of the Circuit Court & Comptroller #2015021322 BK: 2687 PG: 1645 5/7/2015 3:17 PM 6 Receipt: 2015018786

RECORDING \$698.50

Rick Scott GOVERNOR



225596

Jesse Panuccio EXECUTIVE DIRECTOR

FINAL ORDER NO. DEO-15-047

April 8, 2015

Aristides J. Diaz, Esq. Larsen & Associates, P.L. 300 S. Orange Avenue Suite 1200 Orlando, FL 32801

Re: Revitalization of Parkside Village Property Owners Association, Inc.

Dear Mr. Diaz:

The Department has completed its review of the proposed revived declaration of covenants and other governing documents for the **Parkside Village Property Owners Association, Inc.** and has determined that the documents comply with the requirements of Chapter 720, Part III, Florida Statutes. Therefore, the proposed revitalization of the homeowners documents and covenants is approved.

This revitalization will not be considered effective until the requirements delineated in sections 720.407(1) - (3), Florida Statutes, have been completed.

Section 720.407(4), Florida Statutes, requires that a complete copy of all of the approved, recorded documents be mailed or hand delivered to the owner of each affected parcel. The revitalized declaration and other governing documents will be effective upon recordation in the public records.

If you have any questions concerning this matter, please contact Rozell McKay, Government Analyst I, at (850) 717-8480.

Sincerely,

Ana Richmond, Chief

Bureau of Community Planning

Florida Department of Economic Opportunity | Caldwell Building | 107 E. Madison Street | Tallahassee, FL 32399 866.FLA.2345 | 850.245.7105 | 850.921.3223 Fax www.floridajobs.org | www.twitter.com/FLDEO | www.facebook.com/FLDEO

An equal opportunity employer/program. Auxiliary aids and services are available upon request to individuals with disabilities. All voice telephone numbers on this document may be reached by persons using TTY/TDD equipment via the Florida Relay Service at 711.

Official Records Citrus County FL, Angela Vick, Clerk of the Circuit Court & Comptroller #2015021322 BK: 2687 PG: 1646 5/7/2015 3:17 PM 7 Receipt: 2015018786 RECORDING \$698.50

April 8, 2015 Page 2 of 3

FINAL ORDER NO. DEO-15-047

NOTICE OF ADMINISTRATIVE RIGHTS

ANY PERSON WHOSE SUBSTANTIAL INTERESTS ARE AFFECTED BY THIS ORDER HAS THE OPPORTUNITY FOR AN ADMINISTRATIVE PROCEEDING PURSUANT TO SECTION 120.569, FLORIDA STATUTES.

FOR THE REQUIRED CONTENTS OF A PETITION CHALLENGING AGENCY ACTION, REFER TO RULES 28-106.104(2), 28-106.201(2), AND 28-106.301, FLORIDA ADMINISTRATIVE CODE.

DEPENDING ON WHETHER OR NOT MATERIAL FACTS ARE DISPUTED IN THE PETITION, A HEARING WILL BE CONDUCTED PURSUANT TO EITHER SECTIONS 120.569 AND 120.57(1), FLORIDA STATUTES, OR SECTIONS 120.569 AND 120.57(2), FLORIDA STATUTES.

ANY PETITION MUST BE FILED WITH THE AGENCY CLERK OF THE DEPARTMENT OF ECONOMIC OPPORTUNITY WITHIN 21 CALENDAR DAYS OF RECEIPT OF THIS NOTICE. A PETITION IS FILED WHEN IT IS RECEIVED BY:

AGENCY CLERK
DEPARTMENT OF ECONOMIC OPPORTUNITY
OFFICE OF THE GENERAL COUNSEL
107 EAST MADISON ST., MSC 110
TALLAHASSEE, FLORIDA 32399-4128
FAX 850-921-3230

YOU WAIVE THE RIGHT TO ANY ADMINISTRATIVE PROCEEDING IF YOU DO NOT FILE A PETITION WITH THE AGENCY CLERK WITHIN 21 DAYS OF RECEIPT OF THIS FINAL ORDER.

Official Records Citrus County FL, Angela Vick, Clerk of the Circuit Court & Comptroller #2015021322 BK: 2687 PG: 1647 5/7/2015 3:17 PM 8 Receipt: 2015018786

RECORDING \$698.50

April 8, 2015 Page 3 of 3

FINAL ORDER NO. DEO-15-047

NOTICE OF FILING AND SERVICE

I HEREBY CERTIFY that the above document was filed with the Department's designated Agency Clerk and that true and correct copies were furnished to the persons listed below in the manner described on the day of day of 2015.

Agency Clerk

Department of Economic Opportunity 107 East Madison Street, MSC 110 Tallahassee, FL 32399-4128

By U. S. Mail:

Aristides J. Diaz, Esq. Larsen & Associates, P.L. 300 S. Orange Avenue Suite 1200 Orlando, FL 32801

By interoffice delivery:

Virginia Langston Ponder, Assistant General Counsel Rozell McKay, Government Analyst I, Division of Community Planning Official Records Citrus County FL, Angela Vick, Clerk of the Circuit Court & Comptroller #2015021322 BK: 2687 PG: 1648 5/7/2015 3:17 PM 9 Receipt: 2015018786

RECORDING \$698.50

REVITALIZATION OF THE DECLARATION OF RESTRICTIONS ON REAL ESTATE FOR PARKSIDE VILLAGE PROPERTY OWNERS ASSOCIATION, INC.

STATE OF FL	ORIDA
COUNTY OF	Citrus

BEFORE ME, the undersigned authority, personally appeared Robert Bewsher, who being by me first duly sworn, deposes and says:

- 1. I am a member of the organizing committee for Parkside Village Property Owners Association, Inc., a Florida not for profit corporation, the entity created under the laws of the State-of-Florida-as-the-governing-homeowners' association for a residential-community-located in Citrus County, Florida, as further described in Exhibit "A" of the Parkside Village Declaration of Restrictions, recorded at Official Records Book 624, Page 1799, Amendment to Declaration of Restrictions, recorded at Official Records Book 630, Page 238, Amendment to Declaration of Restrictions, recorded at Official Records Book 967, Page 916, Amendment to the Declaration of Restrictions, recorded at Official Records Book 1065, Page 138, Amendment to Declaration of Restrictions, recorded at Official Records Book 1310, Page 918, Amendment to Declaration of Restrictions, recorded at Official Records Book 1404, Page 1408, Amendment to Declaration of Restrictions, recorded at Official Records Book 1479, Book 776, Amendment to Declaration of Restrictions, recorded at Official Records Book 1809, Page 1495, Amendment to Declaration of Restrictions, recorded at Official Records Book 2087, Page 2106, Amendment to Declaration of Restrictions, recorded at Official Records Book 2266, Page 434, Amendment to Declaration of Restrictions, recorded at Official Records Book 2336, Page 268, Amendment to Declaration of Restrictions, recorded at Official Records Book 2459, Book 874, Amendment to Declaration of Restrictions, recorded at Official Records Book 2532, Book 281, Public Records of Citrus County, Florida ("Declaration").
- 2. The revitalization of the Declaration and its accompanying governing documents were approved at the January 20, 2015 Annual Meeting by at least a majority of the affected parcel owners present and by Proxy, and Restrictions represent an actual copy of the written instruments collected from affected parcel owners subject to the Declaration.

3. The requirements for the revived Declaration set forth in Section 720.404, Florida Statutes, have been satisfied.

Robert Bewsher

Robert Bewsher personally appeared before me on this oday of February, 2015, who is personally known to me or has provided ______ as proof of identification.

Notary Public Signature

Notary Stamp or Seal:



Official Records Citrus County FL, Angela Vick, Clerk of the Circuit Court & Comptroller #2015021322 BK: 2687 PG: 1649 5/7/2015 3:17 PM 10 Receipt: 2015018786

RECORDING \$698.50

AFFIDAVIT ATTESTING TO TRUE AND CORRECT COPY OF THE DECLARATION OF RESTRICTIONS ON REAL ESTATE FOR PARKSIDE VILLAGE PROPERTY OWNERS ASSOCIATION, INC.

STATE OF FLORIDA COUNTY OF ORANGE

ARISTIDES J. DIAZ, being first duly sworn, deposes and says:

1. I am an attorney with the law firm of LARSEN & ASSOCIATES, P.L., counsel for Parkside Village Property Owners Association, Inc., a Florida not for profit corporation, the entity created under the laws of the State of Florida as the governing homeowners' association for a residential community located in Citrus County, Florida, as further described in Exhibit "A" of the Parkside Village Declaration of Restrictions, recorded at Official Records Book 624, Page 1799, Amendment to Declaration of Restrictions, recorded at Official Records Book 630, Page 238, Amendment to Declaration of Restrictions, recorded at Official Records Book 967, Page 916, Amendment to the Declaration of Restrictions, recorded at Official Records Book 1065, Page 138, Amendment to Declaration of Restrictions, recorded at Official Records Book 1310, Page 918, Amendment to Declaration of Restrictions, recorded at Official Records Book 1404, Page 1408, Amendment to Declaration of Restrictions, recorded at Official Records Book 1479, Book 776, Amendment to Declaration of Restrictions, recorded at Official Records Book 1809, Page 1495, Amendment to Declaration of Restrictions, recorded at Official Records Book 2087, Page 2106, Amendment to Declaration of Restrictions, recorded at Official Records Book 2266, Page 434, Amendment to Declaration of Restrictions, recorded at Official Records Book 2336, Page 268, Amendment to Declaration of Restrictions, recorded at Official Records Book 2459, Book 874, Amendment to Declaration of Restrictions, recorded at Official Records Book 2532, Book 281, Public Records of Citrus County, Florida ("Declaration"), and I make this affidavit of my own personal knowledge.

2. The organizing committee is providing a complete copy of the actual recorded Declaration, as well as an actual copy of the accompanying governing documents, to the Florida Department of Community Affairs.

Dated this 10 th day of February, 2015.

By:

Aristides J. Diaz, Esquire

LARSEN & ASSOCIATES, P.L.

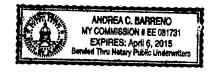
Florida Bar No. 0118400

300 South Orange Avenue, Suite 1200

Orlando, Florida 32801 Phone: (407) 841-6555

The foregoing instrument was acknowledged before me, this <u>///</u> th day of February, 2015, by Aristides J. Diaz, who is personally known to me.

Notary-Public Signature



Official Records Citrus County FL, Angela Vick, Clerk of the Circuit Court & Comptroller #2015021322 BK: 2687 PG: 1650 5/7/2015 3:17 PM 11 Receipt: 2015018786 RECORDING \$698.50

PARKSIDE VILLAGE POA
ANNUAL MEETING
JÄNUARY 20, 2015
BEVERLY HILLS COMMUNITY CHURCH
JACK STEELE HALL
82 CIVIC CIRCLE, BEVERLY HILLS FL
AGENDA

CALL TO ORDER: 9:30 AM

PLEDGE OF ALLEGIANCE TO THE FLAG OF THE UNITED STATES OF AMERICA

ROLL CALL

APPROVAL OF MINUTES

OFFICERS REPORTS

ELECTION OF DIRECTORS & CALL FOR NOMINATIONS FROM THE FLOOR

RECESS - TO VOTE

CALL TO ORDER

INTRODUCTION OF NEW MEMBERS

GENERAL DISCUSSION BY MEMBERS

ADJOURNMENT

Official Records Citrus County FL, Angela Vick, Clerk of the Circuit Court & Comptroller #2015021322 BK: 2687 PG: 1651 5/7/2015 3:17 PM 12 Receipt: 2015018786 RECORDING \$698.50

Exhibit "A"

DATE: 11/11/14

TIME: 10:37 AM

Parkside Village POA

PAGE 1

BOARD/CONSTITUTE MEMBERS REPORT AS OF 11/11/14

NAME/ADDRESS	TITLE/E-MAIL	WORK/FAX	Home/Cell	TERM EXPIRATION
CLASS: PRESIDENT Robert B Bewsher 646 W Wild Pina Circle Beverly Hills FL 34465	President		746-7912	January 2015
CLASS: VICE PRESIDENT Raymond Scalabrini 3945 N Buckleberry Pt Beyorly Hills FL 39465	Viçê-Presiőept.		527-1705	January 2015
CLASS: TREASURER Ruth Grega: 634 W Wild Pine Circle Beverly Hills FL 34465	Treasurer <		746-1839	Jänuary 2015
CLASS: SECRETARY Lourdes Almaguer 632 W Wild Pine Circle Beverly Hills FL 34465	"Secretary		613-3618	January 2015
CLASS: DIRECTOR Mark Gustafson 3822 N Farkside Village Ter Beverly Bills FL 34465	Director		746÷1530	January 2015
Carol Jenson 555 W Sand Oak Ct Beverly Hills FL 34465	Director		527-4999	January 2015
Judy Muldrow 3953 N Spanish Moss Pt Beverly Hills FL 34465	Director		527-1608	January 2015

-- End of report --

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	OTE AUGES	PARKSIDE VIG PB 12.PG.68.LOT 1
2364556 WAIBEL ROBERT C TRUSTEE	F BEVERLY HIL	ĒΕ
Z.		PARKSIDE VLG LOT 3 & A PT OF T
2364572 MADER MARGARET J		דאַגאַאַטוּטַה אָרָהָּ דְּטָּ זְאַ דְּקָּ הַאָּרָן אַרָהָּ אָרָהָּיִם זְאַ דְּקָּ הַאָּרָן בּיִי
		PARKSIDE VIII AGE LOT 6 BLK 1A
2364599 ISMUTKO RAYMOND STATE CHINNED	OSSUL N DRIMADERRY PT SECURITY THE CONTROL OF THE C	PARKSIDE VILLAGE PB 12 PG 68 L
2304002 VVCIODACINI UCAWAT.		PARKSIDE VILLAGE PB 12 PG 68 L
2354629 PAULLEY LEWIS & BLORRAINE	03823 N.BRIARBERRY PT BEVERLY HILLS	PARKSIDE VILLAGE LOT 9 BLK 1A
	ILLS	PARKSIDE VILLAGE UNIT 2 LOT 10
2388854 LATZ:ESTHER M	L BEVERLY HILLS	PARKSIDE VLG UNIT 2 PB 12 PG 8
2388852 SPAETH ROBERT E.S. ANN.E		TAXXOLDE VEG GNI & TO LATE O
2388871 COTTAM LELAND H. S. SUSAN D TRUSTEES		PARKSIDE VI GUNIT 2 PR 12 PG 8
238889 TOWNS VALERIA, G		PARKSIDE VILLAGE UNIT 2 PB 12
2388901 LICURSE FRANK & GLORIA	00543 W CHERRY LAUREL CT BEVERLY HILLS	PARKSIDE VEG UNIT 2 PB 12 PG 8
2388919 BARCH RONALD E & MARY ANN	2	PARKSIDE VEG UNIT 2 PB 12 PG 8
2388927 FULLER SALLY IRUSTEE		PARKSIDE VILLAGE UNIT 2 PB 12
3160/161/16VICK/BORBIE J. EST	BEVERLYHILLS	PARKSIDE VILLAGE UNIT 2 PB 12
2396903 SOINI ANN	RLY HILLS	PARKSIDE VILLAGE UNIT 3 PB 12
2396911 DOCHERTY THOMAS B& EUGENIA D	The second	PARKSIDE VILLAGE EXIL 3 TB 12
2396920 INC PERIOD DAVID CHERTED DAVID COAL GREET DEVINOR TRACT	INDESO AN SAND GAK OT BEVERLY HILLS	PARKSIDE VILLAGE UNIT 3 PB 12
SZPOND DAVID E	100531 W SAND OAK OT: BEVERLY HILLS	PARKSIDE VILLAGE UNIT 3 PB 12
2396954 SNYDER NANCY LEAR	CO541 W SAND OAK OT BEVERLY HILLS	PARKSIDE VILLAGE UNIT 3 PB 12
2398962 CROMER MARGARETA	100549-W SAND OAK OT BEVERLY HILLS	TAXXXXIDE VEG ONE 3 FB 12 FG V
2396989 JENSON CAROLET AL	II.S	PARKSIDE VILLAGE UNIT 3 PB 12
2397004 HOFFIS:GEORGE J	T BEVERLY HILLS	PARKSIDE VILLAGE UNIT 3 PB 12
2397012 CALLAHAN DOROTHX A.	T BEVERLY HILLS	PARKSIDE VLG UNIT 3 PB 12 PG 9
טי	4	PARKSIDE VILLAGE UNIT 3 PB 12
2397039 HOLDER: FREDDYL & EMILY M	PT BEVERLY HILLS	PARKSIDE VLG UNIT 3 PB 12 PG 9
2397055 LEINWANDER ELIZABETH ANN & CLARETTE T-BOLEWARE	PT BEVERLY HILLS	TARKSIDE VIG UNIT 3 PB 12 PG 9
239/063 PUGATCH MARY L	DISSUE OF THE CALL THE CALL AND	PARKSIDE VILLAGE UNIT 3 PB 12
2397080 COONEY JOHN M & PATRICIA ATTN ROSEMARY GIULIANO	BEVERLY HILLS	PARKSIDE VLG UNIT 3 LOT 38 BLK
	T BEVERLY HILLS	PARKSIDE VLG UNIT SPB 12 PG 9
		PARKSIDE VLG UNIT 3 PB 12 PG 9
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2397-325 MALICARONAL INDY	103963 N SPANISH MOSS OF BEVERLY HILLS	PARKSIDE VI G INIT 3 PR 12 PG 9
2397152 BOMMICINO CHARLES P	PT BEVERLY	PARKSIDE VLG UNIT 3 PT OF LOT
2397161 FLYNN DAVID G. & LINDA J.	03966N SPANISH WOSS TO BEVERLY HILLS	VILLAGE UNIT 3 PB 1
2397.179)ELSLEY:STERHENPAUL	103962 N. SPANISH MOSS PT. BEVERLY HILLS	PARKSIDE VLG UNIT 3/PB 12 PG 9

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2397187 BLAKEY STANLEY R. A. The State of th	03952 N SPANISH MOSS PT BEVERLY HILLS	PARKSIDE VILLAGE UNIT 3 PB 12
2397195 JOHNSTON SHARON A TOTAL STATE OF THE	03944 N SPANISH MOSS PT BEVERLY HILLS	PARKSIDE VEG UNIT A DB 13
	DOBBE W WILD FINE CIR BEVERLY HILLS	PARKSIDE VILLAGE UNIT 4 PB 12
2419022 D ACTO SCINNIC	00664 W.WILD RINE GIR, BEVERLY HILLS	PARKSIDE VLG UNIT 4 PB 12 PG 1
2419849 GATTO LOIS	00662 W WILD PINE CIR BEVERLY HILLS	PARKSIDE VLG UNIT 4 PB 12 PG 1
2419857 BREWSTER JOANNE	00660 W WILD PINE CIR BEVERLY HILLS	PARKSIDE VLG UNIT 4 LOT 54 & P
	00658 W WILD PINE CIR BEVERLY HILLS	PARKSIDE VILLAGE UNIT 4 PB 12
	CIR BEVERLY	PARKSIDE VLG UNIT 4 PB 12 PG 1
2419881 JACOBS SONJA M	00654 W WILD PINE CIR BEVERLY HILLS	TAXXSIDE VEG UNIT 4 TB 12 TG 1
2419890 WATSON JEAN M & KONALU K JK	DOSAS W WILD FINE CIR BEVERLY HILLS	PARKSIDE VILLAGE UNIT 4 PB 12
2419911 DE GRANDPRE ROGER W & JANIS K	00644 W WILD PINE CIR BEVERLY HILLS	PARKSIDE VLG UNIT 4 PB 12 PG 1
2419920 RODEN ARTHUR A JR & MARY	00642 W.WILD PINE CIR BEVERLY HILLS	PARKSIDE VLG UNIT 4 PB 12 PG 1
24 1990 FIGURE BY IN IN IR & BARBARA	DOG38 W. WILD FINE CIR BEVERLY HILLS	PARKSIDE VILLAGE UNIT 4 PB 12
2414693 GREGA RUTH M	00634 W WILD PINE CIR BEVERLY HILLS	PARKSIDE VLG UNIT 4 PB 12 PG 1
2419954 ALMAGUER LOURDES D	00632 W WILD PINE CIR BEVERLY HILLS	PARKSIDE VLG UNIT 4 PB 12 PG 1
The second secon	00630 W WILD PINE CIR BEVERLY HILLS	PARKSIDE VLG UNIT 4 LOT 66 BLK
2419971 REIDUN A ADAMS TRUST REIDUN A ADAMS TRUSTEE	00626 M WILD PINE CIR BEVERLY HILLS	PARKSIDE VLG UNIT 4 PT OF LOT
2419997ISTAMAS HELEN	00622 W WILD PINE CIR BEVERLY HILLS	PARKSIDE VLG UNIT 4 PB 12 PG 1
The second state of the se	00618 W WILD PINE CIR. BEVERLY HILLS	PARKSIDE VILLAGE UNIT 4 PB 12
2420014 FERRANTE JOYCE E & TODD M BRESLIN	00616 W WILD PINE CIR BEVERLY HILLS	PARKSIDE VILLAGE UNIT 4 PB 12
2420022 REITHMILLER LOUIS J & VIRGINIA M CO TRUSTEES	03860 N PARKSIDE VILLAGE TER BEVERLY HILLS	PARKSIDE VLG UNIT 4 PT OF LOT
2420031 BLANCHARD ERNEST A & BETTY A	03852 N. PARKSIDE VICLAGE JET, BEVERLY HILLS	TARKSIDE VEG UNIT 4 DB 12 DG 1
2420057 RHODES JANICE & CAROLYN POOLE	03840 N PARKSIDE VILLAGE TER BEVERLY HILLS	PARKSIDE VILLAGE UNIT 4 PT OF
2420065 GRAHAM BARBARA	03826 N PARKSIDE VILLAGE TER BEVERLY HILLS	PARKSIDE VLG UNIT 4 PB 12 PG 1
2420073 GUSTAFSON MARK D	03822 N PARKSIDE VILLAGE TER BEVERLY HILLS	PARKSIDE VLG: UNIT 4 PB 12 PG 1
2420081 FOX GLORIA	00619 W WILD PINE CIR BEVERLY HILLS	PARKSIDE VIGUNIT 4 PB 12 PG 1
2420090 NICLORN VALHERINIM	ODEST W/WILD BINE CIX BEVEXEX HINES	TAXXVIDE VICEAGE ON A FOLK
	00635 W WILD PINE CIR BEVERLY HILLS	PARKSIDE VILLAGE UNIT 4 PB 12
2420120 HORNBECK STEVEN E & KAREN S HORNBECK	00655 W WILD PINE CIR, BEVERLY HILL'S	PARKSIDE VLG UNIT 4 PB 12 PG 1
JACOBS CHARLES & JEANNE V		PARKSIDE VILLAGE UNIT 4 PB 12
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EXHIBIT D

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This Instrument Prepared By: Mark A. Gluckman P.O. Box 359 St. Petersburg, Fl. 33731

* PARKSIDE VILLAGE

DECLARATION OF RESTRICTIONS

KNOW ALL MEN BY THESE PRESENTS: That,

WHEREAS, PLAN-CO INC., a Florida corporation, hereinafter called the "Developer," in owner of the land shown and described on

Exhibit A hereto attached and by this reference made a part hereof, hereinafter called the "land"; and "WHEREAS, said Developer is developing the land and is desirous of placing certain restrictions and other obligations upon the use of all of the land and is desirous of placing certain restrictions and other obligations upon the use of all of the land and is desirous that said restrictions and other obligations shall run with the title to the land hereby

NOW, THEREFORE, for and in consideration of the premises and for other good and valuable considerations, the Developer, for Itself and its successors and assigns, does hereby restrict the use, as here-inafter provided, of all of the land shown and described on Exhibit A and does hereby place upon said land the following restrictions and other rights and obligations, to run with the title to said land, and the owner of any parcel or tract of said land or any part or portion thereof shall be deemed by the acquisition thereof to have agreed to all such restrictions and other rights and obligations, and to have covenanted to observe, comply with, and be bound by all of same, as follows: follows:

I. The land shall be used for residential purposes only. Except as herein otherwise specifically provided, no structure of any kind shall be crected or permitted to remain on any part of the land other than dwellings constructed by PLAN CO INC. as a part of the approved Parkside Village Site Plan (Exhibit B) and related community or common area facilities. No building at any time situate on any part of the land shall be used for any commercial, hospital, sanitarium, school, religious, charitable, philanthropic, or manufacturing purpose, or as a professional office, or for any business purpose, whatsoever, and no billboards or advertising signs of any kind shall be erected or displayed thereon except such signs as are permitted elsewhere in these Restrictions. elsewhere in these Restrictions.

2. The map constituting Exhibit B shows that the land is divided into specific areas or parcels, each suitable for use as a site for and on which there has been constructed a dwelling, and areas or parcels designated as roadway and common areas. The term 'building plot,' as used in these Restrictions, shall refer to each of the dwelling areas or parcels of the land which are hereafter conveyed by separate deed from the Daveloper to a building plot owner and constituting an integral unit of land suitable for use as a dwelling site. The Developer, following recordation of these restrictions and before The Developer, following recordation of these restrictions and before

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recordation of any such separate deed to a building plot owner, intends to convey all of the land except the areas or parcels which will constitute building plots to Parkside Village Homeowners' Association. Inc., a Florida corporation not for profit, hereinafter called the "Association." Following such conveyance to the Association, the Association shall hold title to such portions of the land, subject to and as provided for in these restrictions, for the benefit of owners of building plots within the land and said Association shall be vested with and possess all of the rights, authorities, obligations, and liabilities set forth herein. Each building plot owner will be and become a member of the Association on acquisition of title to a building plot and, as a member, be entitled to use all common areas within the land and all other property of the Association subject, however, to such rules and regulations as the Board of Directors (hereinafter referred to as the "Board") of the Association may from time to time adopt and promulgate. The membership of each such owner and all rights to use the common areas and other property of the Association shall terminate automatically upon such owner being divested of ownership, regardless of the means by which ownership is divested.

- 3. (a) These portions of the land designated on the map constituting Exhibit B as "roadways and common areas" are and shall remain privately owned and the sole and exclusive property of the Developer or the Association or its successors and grantees, if any. The Developer, however, does hereby grant to the Association and to the present and future owners of the building plots within said land and to their guests, invitees, and domestic help, and to delivery, pickup, and fire protection services, police and other authorities of the law, United States mail carriers, representatives of utilities now or hereafter serving said land, holders of mortgage liens on said land or on any portions thereof; and such other persons as the Association from time to time may designate, the non-exclusive and perpetual right of ingress and egress over and across said roadways. The portions of said roadway areas on which there is now or hereafter installed vehicular, asphalt, or other type of paving area hereby defined and for convenience referred to in these restrictions as "access ways."
 Regardless of the preceding provisions of this Paragraph 3(a), the Association shall have the unrestricted and absolute right to deny ingress to any person who, in the opinion of the Association, may create or participate in a disturbance or nuisance on any part of said land.
- (b) The Association shall have the right, but no obligation, from time to time to control and regulate all types of traffic on said access ways, including the right to prohibit use of said access ways by traffic or vehicles which, in the sole opinion of the Association, (1) would or might result in damage to said access ways or pavements or other improvements thereon or (2) would or might create safety hazards or result in a disturbance or nuisance on the access ways or on any part of said land, and the right, but no

obligation, to control and permit or prohibit parking on any part of said access ways which could restrict the traffic flow thereon.

(c) The Association shall have the right, but no obligation, to remove or require the removal of any fence, wall, hedge, shrub, bush, tree, or other thing, natural or artificial, placed or located on any roadway or building plot if the location of the same will, in the sole judgment and opinion of the Association, obstruct the vision of a motorist upon any access way.

- (d) The Association shall have the right, but no obligation, to construct, maintain, replace, repair, and remove gates, gatehouses, guardhouses, common storage facilities, and other structures and improvements on any portion of any roadway so long as same is for the use and benefit of the Association and owners of building plots within said land.
- 4. Each building plot owner shall be responsible for and promptly perform all maintenance and repair work necessary to keep the interior and exterior of any residential building and other structural improvements on that owner's building plot in good repair and first class condition and to keep the exterior thereof from becoming, in the opinion of the Board (or a committee thereof designated by the Board for such purpose), unsightly or deteriorated in appearance.
- 5. No detached outbuilding, as said term is defined herein, shall be erected or allowed to remain on any building plot. The term "detached outbuilding," as used in these restrictions, means any garage, carport, laundry room, tool or workshop, hothouse, greenhouse, guest house, children's playhouse, outdoor fireplace, barbecue pit, swimming pool installation, or any other structure of any kind which extends more than three feet above the normal surface of the ground, and which is detached from the dwelling located or to be located on such building plot.
- 6. No fence, wall, hedge, or any other thing obstructing grounds maintenance operations, natural or artificial, shall be placed or located outside of any building except for decorative flower plants located within three (3) feet of a residential building without the prior written consent and approval of the Association.
- 7. For the purpose of insuring the continuance of said land as a residential area of highest quality and standards, and in order that all improvements on each building plot shall present an attractive and pleasing appearance from all sides and from all points of view, the Association is hereby granted the exclusive power and discretion to control and approve all of the buildings, structures, and other improvements on each building plot and any and all changes in the exterior appearance thereof in the manner and to the extent set forth herein. No residence or other building, and no fence, wall, utility yard, driveway, swimming pool, or other structure or improvement, regardless of size or purpose, whether attached to or detached from the main residence, shall be commenced, placed, erected, or

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allowed to remain on any building plot, nor shall any addition to or exterior change or alteration thereto be made, unless and until building plans and specifications covering the same, showing the nature, kind, shape, height, size, materials, floor plans, exterior color schemes with paint samples, location and orientation on the building plot, and approximate square footage, construction schedule, on-site sewage and water facilities, and such other information as the Association shall require, including, if so required, plans for the grading and landscaping of the building plot showing any changes proposed to be made in the elevation or surface contours of the land, have been submitted to and approved in writing by the Board, and until a copy of all such plans and specifications, as finally approved by the Board, have been lodged permanently with the Association. The Association shall have the absolute and exclusive right to refuse to approve any such building plans and specifications and lot-grading and landscaping plans which are not suitable or desirable in its opinion for any reason, including purely aesthetic reasons. In passing upon such building plans and specifications and lot-grading and landscaping plans, the Association may take into consideration the suitability and desirability of the proposed constructions and of the materials of which the same are proposed to be built to the building plot upon which it is proposed to erect the same, the quality of the proposed workmanship and materials, the harmony of external design with the surrounding neighborhood and existing structures therein, and the effect and appearance of such constructions as viewed from neighboring properties. Such building plans and specifications shall be prepared by a qualified, registered architect for the specific use of the property owner submitting the same, and shall consist of not less than the following: Foundation plans, floor plans of all floors, section details, elevation drawings of all exterior walls, roof plan and plot plan showing location and orientation of all buildings and other structures and improvements proposed to be constructed on the building plot, with all building restriction and zoning setback lines shown. In addition, there shall be submitted to the Association for approval such samples of building materials proposed to be used as the Board shall specify and require. In the event the Board fails to approve or disapprove such building plans and specifications within 60 days after the same have been submitted to it, as required above, the approval shall be presumed and the provisions of this paragraph shall be deemed to have been complied with. However, no residence or other building, structure, or improvement which violates any of the restrictions herein contained or which is not in harmony with the surrounding neighborhood and the existing structures therein shall be erected or allowed to remain on any part of a building plot on said land.

8. No wheeled vehicles of any kind (motorized or unmotorized) and no boats may be kept or parked on a building plot or access way unless completely inside a garage or carport attached to the main residence or within a utility yard, except that private automobiles of the occupants and their guests bearing no commercial signs may be parked in the driveway or parking area on the building plot or access

way and except that other vehicles may be parked in such driveway or parking area during the times necessary for pickup and delivery service and solely for the purpose of such service. If the Association hereafter shall provide or designate a separate area (either within the land or nearby on lands owned or leased by the Association for such purpose) for the storage of boat trailers, boats, and other recreational vehicles, then thereafter and so long as such separate storage area shall be provided or designated, all boat trailers, boats, and other recreational vehicles shall be stored therein and may not be kept or parked on any building plot or access way. If such separate storage area shall be provided or designated, the use thereof for the storage of boat trailers, boats, and other recreational vehicles may be terminated at any time by the Association without cause or liability.

- 9. Unless the prior approval of the Board has been obtained, no window air-conditioning units shall be installed or allowed to remain on any building within said land.
- 10. All telephone, electric, and other utilities lines and connections between the main or primary utilities lines and the residence and other buildings located on each building plot shall be concealed and located underground so as not to be visible.
- 11. When the construction of any new building is once begun, work thereon shall be prosecuted diligently and continuously until the full completion thereof. The main residence and all related structures shown on the plans and specifications approved by the Association must be completed in accordance with said plans and specifications within eight months after the start of the first construction unless such completion is rendered impossible as the direct result of strikes, fires, national emergencies, or natural calamities.
- 12. No trailer, camper, or outbuilding of any kind, even if otherwise permitted hereunder to be or remain on a building plot, shall at any time be used as a residence either temporarily or permanently.
- 13. Except as otherwise permitted herein, no sign of any character shall be displayed or placed upon any part of said land except "For Rent" or "For Sale" signs, which signs shall refer only to the particular premises on which displayed, shall not exceed two feet square in size, shall not extend more than four feet above the surface of the ground, shall be fastened only to a stake in the ground, and shall be limited to one sign for each building plot. The Association may enter upon any building plot and summarily remove and destroy any sign which does not meet the provisions of this paragraph.
- 14. Nothing contained in these restrictions shall prevent the Developer or any person designated by the Developer from erecting or maintaining such display signs and such temporary structures as the Developer may deem advisable for development and sales purposes or

prevent the Association from posting notices to members or signa containing rules and regulations.

- I5. Radio or television aerials or antennas and other exterior electronic or electric equipment or devices of any kind may be installed or maintained on the exterior of any structure within the land only after the location, size, and design thereof shall have been approved by the Board of the Association.
- 16. No garbage or trash incinerator shall be placed or permitted to remain on a building plot or any part of the land. Garbage, trash, and rubbish shall be removed from the building plots only by services or agencies approved in writing by the Association. After the erection of any building on any building plot, the owner shall keep and maintain on said plot covered garbage containers in which all garbage shall be kept until removed from the building plot. Such garbage containers shall be kept at all times, at the option of the building plot owner, either within the readdence or garage or an approved utility yard or within underground garbage receptacles located on the building plot or nearby on the roadway area at such location as shall be approved by the Association. Any such underground garbage receptacles shall be constructed so that garbage containers will not be visible.
- 17. No mailbox or paper box or other receptacle of any kind for use in the delivery of mail, newspapers, magazines, or similar material shall be erected or located on any building plot or any roadway area unless and until the size, location, design, and type of material for such box or receptacle shall have been approved by the Association. If and when the United States mail service or the newspaper or newspapers involved shall indicate a willingness to make delivery to wall receptacles attached to the residence, each owner on the request of the Association shall replace the box or receptacle previously employed for such purpose or purposes with wall receptacles attached to the residence.
- 18. No horses, mules, ponies, donkies, burros, cattle, sheep, goats, swine, rodents, rabbits, reptiles, pigeons, pheasants, game birds, game fowl or poultry, guineas, or animals of any kind except dogs, cats, and small birds shall be kept, permitted, raised, or maintained on any building plot on said land. Not more than two dogs, not more than two cats, and not more than four small birds (not including any paracts) may be kept on a single building plot for the pleasure and use of the occupant but not for any commercial or breeding use or purpose, provided, however, that if any of such permitted animal or bird shall, in the sole opinion of the Board of the Association, become dangerous or an annoyance or nuisance in the neighborhood, they may not thereafter be kept on the building plot. The Board may from time to time adopt, promulgate, and enforce rules and regulations as to leasing, caging, and other restrictions on and control of animals permitted hereunder.

- 19. No illegal, noxious, or offensive activity shall be permitted on any part of said land, nor shall anything be permitted or done thereon which is or may become a nuisance or a source of embarrassment, discomfort, or annoyance to the neighborhood. No fires for burning of trash, leaves, clippings, or other debris or refuse shall be permitted on any part of said land.
 - 20. No owner of a building plot shall plant or place any shrubbery, hedges, trees, or other plantings on any part of said land lying outside the owner's building plot nor within such owner's building plot in a location or manner which does or may obstruct grounds maintenance performed and to be performed by the Association.
 - 21. No wells of any kind may be drilled or maintained on any building plot. The central water supply system provided for the service of said land shall be used as the sole source of water for all water spigots and outlets located within all buildings and improvements located on each building plot.
 - 22. The central sanitary sewage collection and disposal system (referred to as "sewage system") serving the building plots on said land shall be the only sanitary sewage disposal service or facility used to serve said land. No septic tank shall be permitted on any part of said land, and no sewage disposal service or facility shall be used to serve any building plot or the improvements thereon or the occupants thereof other than the sewage system. No sewage shall be discharged onto the open ground or into any lake, park, ravine, drainage ditch, canal or any roadway area or recreatonal area.
 - 23. No part of said land and no building plot may be divided, platted, or otherwise have the configurations changed in any way except as provided in this paragraph. Building plots may be consolidated or redisignated (by deed or otherwise) only with the prior approval of the Association. The several covenants, restrictions, easements, reservations and other matters heroin set forth, in case any of said building plots shall be consolidated or redesignated as aforesaid, shall thereafter apply to the building plots as consolidated or redesignated instead of applying as originally designated in the deed from the Developer.
 - 24. All roadways and common areas now or hereafter owned by the Association and all improvements at any time thereon are and shall remain privately owned and the sole property of the Association and its successors and assigns, if any, and it shall be the duty of the Association and its successors and assigns, if any, as such owner, to maintain all of same in good repair and first class condition. The Association shall have the right, but no obligation, to engage a manager or a management firm, as employee or independent contractor, to discharge, at the expense of the Association, any or all of its duties hereunder, but no such contract may be entered into while the Developer is entitled to elect a majority of the Board of the Association which would extend beyond the time when the Developer is no longer so

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entitled, unless such contract is, by its terms, terminable by the Association at or after the time the Developer ceases to be so entitled.

- 25. It is not now contemplated that any portion of said land will be dedicated to Citrus County or Beverly Bills for any public use, and nothing contained in any of these restrictions shall imply or be deemed to imply any such intention. However, the Association shall have the right at any time, but never any obligation, with the consent of the Board of County Commissioners of Citrus County or the governing body of any body politic then having jurisdiction over said land, to dedicate to the public all or any part of any area designated as Roadway or common area.
- 26. The Association shall keep each building plot and all common areas free of tall grass, undergrowth, dead trees, dangerous dead tree limbs, weeds, trash, and rubbish, and shall keep all of said land at all times in a neat and attractive condition and, in connection therewith, is hereby granted an easement for such purposes over all of the land, including all building plots, except for the portions within residential buildings constructed thereon. Each building plot owner shall comply with every requirement of the Association in connection with the discharge of its duties under this paragraph. The Association shall have the right to go upon any building plot and to cut, trim, and remove tall grass, undergrowth, and weeds and to remove rubbish and any unsightly or undestrable things and objects therefrom, and to do any other act and perform and furnish any labor necessary or desirable in its judgement to maintain the land and every part and parcel thereof in a neat and attractive condition.
- 27. Section 1. (a) Each and every building plot within said land is hereby subjected to monthly maintenance assessment as hereinafter provided. Such monthly maintenance assessment shall be assessed for and shall cover the calendar year and shall be due and payable, in advance and without notice, on the first day of each month. The first assessment shall be a pro rate share of the full month, based upon the day that the deed is conveyed from the Developer to the new owner. Thereafter, said dwelling will be subjected to the full monthly maintenance assessment. The first month's pro rate assessment and the first full month's assessment shall be paid in advance and be a part of said dwelling's closing cost. Commencing on the first day of each month thereafter, each building plot owner shall pay to the Association, at the office of the Association in Beverly Hills, Florida, or at such other place as shall be designated by the Association, the full monthly maintenance assessment assessed against such owner's building plot as fixed by the Association, and such payments shall be used by the Association to create and continue maintenance funds to be used as hereinafter set forth. Each such monthly maintenance assessment shall become delinquent if not paid by the 15th day of the month when due and shall bear interest at the rate of fifteen percent per annum from said date until paid. No member of the Association may vote on any matter coming before the Association

if, at the time specified for such vote, such member is delinquent in the payment of any assessment or installment thereof in any respect. The monthly maintenance assessment may be adjusted from year to year by the Association as the needs of the land and improvements thereon and the duties and responsibilities of the Association, in the judgment of the Association, may require.

ments shall be assessed equally and shall be uniform in dollar amount among all building plots owned by building plot owners other than the Developer.

Section 2. (a) The Association annually shall fix and assess such monthly maintenance assessment amount as shall be sufficient, in the judgment of the Association, to enable the Association:

(1) To pay all operating expenses of the Association of any kind or type including, without limitation, the costs of any and all insurance coverages carried by the Association and all other costs of operating the Association,

(2) To make payment of all ad valorem and other taxes, if any, assessed against the real estate owned by the Association and against any properties, real or personal, or any interest therein, owned by or leased to the Association, and to make payment of any other taxes, including income taxes, if any, payable by the Association.

(3) To pay all annual current expenses required for the reasonable repair and maintenance, including grounds maintenance, of all Association property and common areas, including all recreational facilities and other improvements now or hereafter erected or installed thereon, and the grounds maintenance of the building plots as well as the paved access ways and all surface drainage facilities anywhere within said land, and

(4) To provide a deposit to a reserve fund (hereafter called "replacement reserve fund") which, with future deposits thereto, will be sufficient in the judgment of the Association to cover the cost of anticipated future periodic exterior maintenance work on any dwellings and all of the common facilities and other improvements owned by the Association, including resurfacing of the paved access ways. To the extent that specific funds are assessed and collected for such purpose, same shall not be used for any purpose other than the periodic major maintenance and reconstruction of such facilities and access ways and repair and maintenance incidental to such major construction and reconstruction.

(b) The Association, by assessing and collecting monthly maintenance assessments, shall thereby obligate itself to discharge its obligations and to make the payments and deposits referred to in Section 2(a) above. In flying the amount of the assessment referred to in Section 2(a) above, the Association may take into account any deficit or any funds carried forward from any prior year and any maintenance or construction work on the access ways or other common areas assumed or to be performed by any public body.

Section 3. The funds provided by the monthly maintenance assessments, to the extent not required for the purposes as set forth in Section 2 above, may be used for the following, but only for the following purposes:

(a) Lighting, improvement and beautification of the access ways and other Asociation-owned common areas and the acquisition, maintenance, reair, and replacement of directional markers and signs and traffic control devices and costs of controlling and regulating traffic on the access Ways;

(b) Maintenance, improvement and beautification of any and all common area facilities and other common area structures and improvement and of the common area grounds;

(c) Garbage collection and trash and rubbish removal but only when and to the extent specifically authorized by the Association;

(d) Providing police protection, night watchmen, guard, and gate services, but only when and to the extent specifically authorized by the Association:

(e) Doing any other thing necessary or desirable, in the judgment of the Association, to keep said land neat and attractive or to preserve or enhance the value of the parcels therein, or to eliminate fire, health, or safety hazards, or, which in the judgment of the Association, may be of general benefit to the owners or occupants of building plots within said land;

(f) Doing any other thing agreed to by the Association; and

(g) Repayment of funds and interest thereon, borrowed by the Association and used for any of the purposes referred to in this Section 3 or in Section 2 above.

Section 4. (a) Except as otherwise provided herein, it shall not be necessary for the Association to allocate

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or apportion the funds or expenditures therefrom between the various purposes specified in this baragraph 31, and the judgment of the Association in the expenditure of the maintenance funds shall be final. The Association in its discretion may place, in trust and on any terms acceptable to the Board of the Association, the replacement reserve fund and other reserves it decides to accumulate with any corporation possessed of trust powers under the law of Florida, and the Association may hold the funds invested or uninvested, and may reserve such portions of the funds as the Association determines advisable for expanditure in years following the year for which the annual maintenance assessment was assessed.

(b) The monthly maintenance assessments and interest thereon shall constitute a debt from the owner or owners of the building plot against or with respect to which the same shall be assessed, payable to the Association without demand, and shall be accured by a lien upon such building plot and all improvements thereon. Said lien shall attach annually as hereinatter provided and shall be enforceable by the Association in a court of competent jurisdiction. In the event the Association shall refer to an attorney-at-law the collection of any delinquent installment or installments of any assessment or institute proceedings to collect or enforce such assessment or definition of proceedings, and all such costs shall be secured by such lien.

(c) Each such lien, as between the Association on the one hand and the owner or owners of such building plot and any grantee of such owner or owners on the other hand, shall attach to the property and improvements against which such monthly maintenance assessment shall be assessed, as of January 1 of the year for which such monthly maintenance assessment shall be assessed, said date of January 1 being the attachment date of each such lien. However, regardless of the preceding sentence of this paragraph, each such lien shall be subordinate and inferior to the lien of any first mortgage encumbering said building plot and improvements if, but only if, such mortgage is recorded in the public records of Citrus County, Florida, prior to the recording in said public records by the Association of a notice of the existence of such lien, specifying, among other things, the attachment date of such lien. The foreclosure of any such first mortgage or the conveyance of title to the holder thereof by voluntary deed in lieu of foreclosure shall not affect or impair the existence, validity, or priority of the monthly maintenance assessment liens thereafter assessed hereunder with respect to such building plot and improvements, but such mortgages shall not be liable for unpaid assessments accruing prior to its acquisition of title. Upon request the Association shall furnish

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any building plot owner or mortgages a certificate showing the unpaid maintenance assessments, if any, against any building plot and the period or periods for which any such unpaid maintenance assessments were assessed and fixed.

(d) The Association at all times shall maintain a register setting for the names and mailing addresses of all of the building plot owners. In the event of the sale or transfere of any building plot to a third party, the purchaser or transferee shall notify the Association in writing of his or her interest in such building plot together with such recording information as shall be pertinent to identify the instrument by which such purchaser or transferee has acquired his or her interest. Further, the owner of each building plot shall at all times keep the Association currently advised of the name and mailing address of the mortgage holding any first mortgage on his or her building plot, the amount of such mortgage and the recording information which shall be pertinent to identify the mortgage involved. The holder of any first mortgage upon any building plot may notify the Association of the existence of any such mortgage, and the Association shall register in its records all pertinent information pertaining to such mortgage. Upon the request of any registered mortgagee, the Association shall furnish such mortgagee any requested information with respect to the assessments and payments related to the building plot on which such mortgagee holds a mortgage lien and permit any such mortgagee to inspect its books and records at the expense of the mortgagee.

- 27 Any building plot and dwelling which is ready for sale and is owned by the Developer may be maintained at the Developer's cost separate and apart from the monthly maintenance assessment, or the Developer may elect to pay the monthly maintenance assessment for that plot. The Developer has the option of electing which method of payment for maintenance that it will utilize.
- 28. Whenever there shall have been built or there shall exist on any building plot any structure, building, thing, or any condition which is in violation of these restrictions, the Developer or the Association or both shall have the right, but no obligation, to enter upon the building plot where such violation exists and summarily to abate and remove the same, all at the expense of the owner of such building plot, which expense shall be payable by such owner to the Developer or the Association on demand, and such entry and abatement or removal shall not be deemed a trespass or make the Developer or the Association liable in any way for any damages on account thereof.
- 29. Wherever in these restrictions the consent or approval of the Developer or of the Association is required to be obtained, no action requiring such consent or approval shall be commenced or undertaken until after a request in writing seeking

the same has been submitted to and approved in writing. In the eyent the Developer or the Association, as the case may be, fails to act on any such written request within 60 days after the same has been submitted as required above, the consent to or approval of the particular action sought in such written request shall be presumed; however, no action shall be taken by or on behalf of the person or persons submitting such written request which violates any of the restrictions or other matters herein contained.

- 30. The Association shall have the sole and exclusive right at any time and from time to time to transfer and assign to, and to withdraw from, such person, firm, or corporation as it shall select, any or all rights, powers, privileges, authorities, and reservations given to Association by any part or paragraph of these restrictions. If at any time hereafter there shall be no person, firm, or corporation vested with the rights, powers, privileges, authorities, and reservations given to the Association under the provisions hereof, the same shall be vested in and be exercised by the owners of a majority of the building plots within said land. Nothing herein contained however, shall be construed as conferring any rights, powers, privileges, authorities, or reservations in said owners (as owners) except in the event aforesaid.
- 31. The Developer, until the date which is the earlier of (i) the date when the Developer no longer owns any part or parcel of the land or (ii) the date which is three (3) years after the date of recording the deed conveying the first building plot from the Developer to a building plot owner, and the Association thereafter, shall have the sole right (during the applicable period); (a) to amend these restrictions other than those contained in Paragraph 27, but all such amendments shall conform to the general purposes and standards of the restrictions herein contained; (b) to amend these restrictions for the purpose of curing any ambiguity in or any inconsistency between the provisions contained herein; (c) to include in any contract or deed or other instrument hereafter made any additional restriction applicable to the land which does not lower the standards of the restrictions herein contained; and (d) to release any building plot from any part of the restrictions which have been violated if the Developer or the Association, as the case may be, in its sole judgment, determines such violation to be a minor or insubstantial violation.
- 32. In addition to the rights of the Association provided for in Paragraph 31, the Association shall have the right, with the consent of the persons then owning fifty-one per cent (51%) of the building plots within said land, to amend or alter these restrictions and any parts hereof in any other respects, except that the provisions of Paragraph 27 hereof may not be amended or altered under the provisions of this Paragraph 32.
- 33. No building plot owner, without the prior written approval of the Association, may impose any additional restrictions on any part of said land.

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- 34. If any person, firm, corporation, or other entity shall violate or attempt to violate any of these restrictions, it shall be lawful for the Developer, while the Developer owns any part or parcel of said land, or, at any time, for the Association or any person or persons owning any building plot within said land (a) to prosecute proceedings for the recovery of damages against those so violating or attempting to violate any such restriction, or (b) to maintain a proceeding in any court of competent jurisdiction against those so violating or attempting to violate any such restriction, for the purpose of preventing or enjoining all or any such violation or attempted violation. The remedies contained in this paragraph shall be construed as cumulative of all other remedies now or hereafter provided by law. The failure of the Developer or the Association, or their successors or assigns, to enforce any restriction or any obligation, tight, power, privallege, authority, or reservation herein contained, however long continued, shall in no event be deemed a waiver of the right to enforce the same thereafter as to the same breach or violation, or as to any other breach or violation thereof occurring prior or subsequent thereto.
- 35. The invalidation of any provision or provisions of the restrictions and other matters set forth herein by judgment or court order shall not affect or modify any of the other provisions hereof, all of which shall remain in full force and effect.
- 36. No owner of a lot shall rent his unit unless said rental is evidenced by a written lease agreement. Said lease agreement shall contain a duration of lease term of not less than six (6) months in length.
- 37. In addition to the restrictions to modifying the exterior appearance of any building or structure as specified in restriction number I herein, front porches, entry areas, kitchen gardens, and any other area of the front or street facade of any building are not permitted to be screened in, or enclosed in any manner. Nor shall the garage exterior appearance of any building be modified. Special exceptions may be granted as specified in restriction number 7.
- 38. Poragraphs numbered 1 through 37 above, as amended and added to from time to time as provided for herein, shall, subject to the provisions hereof and unless released as herein provided, be deemed to be covenants running with the title to said land and shall remain in full force and effect until the first day of January, A.D. 2028, and thereafter these restrictions shall be automatically extended for successive periods of 25 years each, unless within six months prior to the first day of January, A.D. 2028, or within six months preceding the end of any such successive 25-year period, as the case may be, a written agreement executed by the then owners of a majority of the building plots within said land shall be placed of record

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in the office of the Clerk of the Circuit Court of Citrus County, ploids, in which written agreement any of the restrictions, reservations, easements, or other matters provided for herein may be changed, modified, waived, or extinguished in whole or in part as to all or any part of the land then subject thereto, in the manner and to the extent provided in such written agreement. In the event that any such written agreement shall be executed and recorded as provided for above in this paragraph, these original restrictions, as therein modified, shall continue in force for successive periods of 25 years each, unless and until further changed, modified, waived, or extinguished in the manner provided in this paragraph. Notwithstanding the foregoing provisions of this paragraph, none of the provisions of Paragraph 31 may be changed, modified, waived, or extinguished in whole or in part pursuant to the provisions of this paragraph unless and until the surface drainage facilities within said land and the access ways within the driveway areas have been dedicated to the public and the maintenance thereof has been assumed and accepted by the City of Beverly Hills, Florida, or other body politic then having jurisdiction.

IN WITNESS WHEREOF, the Developer, PLAN-CO INC., has caused this instrument to be executed by its duly authorized officers and its corporate seal to be hereunto affixed, all as of the 15th day of January 1983.

Signed, sealed, and delivered in the presence of:

***** -

Secretary

(Corporate Seal)

PLAN-CO INC.

STATE OF PLORIDA

COUNTY OF PINELLAS

The foregoing instrument was acknowledged before me this August 23 1983, by Mark A. Gluckman as President and

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> Lee Gluckman as Secretary of PLAN-CO INC. on behalf of the corporation.

> > Notary Public State of Florida at Large

My commission expires:

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VERIFIED BY: 358237 AM 9 43

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Just Washingt person and Joe S. Brannen, Esq.

AMENDMENT TO DECLARATION OF PESTRICTIONS

THIS AMENDMENT is made this <u>13</u> day of <u>NOVEMBER</u>, 1983, by PLAN-CO, INC., a Florida corporation, authorized to do business in the State of Florida, whose address is Post Office Box 359, St. Petersburg, Florida, hereinafter called "Declarant":

WHEREAS, the Declarant originally caused to be filed and recorded in Official Record Book 624, page 1799, of the public records of Citrus County, Florida, a Declaration of Restrictions for Parkside Village which set forth uniform covenants and restrictions affecting the lands described therein; and

WHEREAS, the Declarant desires to amend Paragraph 4 of the Declaration of Restrictions for Parkside Village to clarify certain language therein; and

WHEREAS, the Declarant has the right and authority to amend the said Declaration in accord with Paragraph 31.

NOW, THEREFORE, the Declarant hereby amends the said Declaration as follows:

1. Paragraph 4 which deals with maintenance and repair work is hereby amended in its entirety to read as follows:

Bach building plot owner shall be responsibile for and promptly perform all maintenance and repair work necessary to keep the interior of any residential building and other structural improvements on that owner's building plot in good repair and first class condition and to keep the exterior thereof from becoming, in the opinion of the Board (or a committee thereof designated by the Board for such purpose), unsightly or deteriorated in appearance.

2000 All the terms and conditions of said Declaration shall remain in full force and effect. $^{\circ}$

IN WITNESS WHEREOF, the said PLAN-CO, INC. has hereunto caused these presents to be signed in its name by its proper officers, and its corporate seal to be affixed, on the date first above written.

ATTEST:

De Guedara

Witnesses:

Dug Brows

By: MILE TESTION (SEAL)

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STATE OF FLORIDA COUNTY OF PINELLAS

I HEREBY CERTIFY that on this day personally appeared before me, an officer duly authorized to administer oaths and take MARK A. GLUCKHAN acknowledgments, LEE GLUCKHUN __ of PLAN-CO, INC., a Florida corporation, to me well known to be the persons described in and who executed the foregoing instrument and duly acknowledged before me that they executed the same for the purposes therein expressed as the act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal in the county and state last aforesaid this

23 day of

Notary Public

My Commission Expiredy Commission Readed There's

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AMENDMENT TO DECLARATION OF RESTRICTIONS

The Parkside Village Property Owners Association, Inc. Declaration of Restrictions filed and recorded in Official Record Book 624, page 1799, and Book 630, page 238 of the Public Records of Citrus County, Florida, were amended as follows on January 21, 1992:

1. Page 1 Change the Preamble to read as follows:

"WHEREAS, PARKSIDE VILLAGE PROPERTY OWNERS' ASSOCIATION, INC., a Florida corporation not for profit, hereinafter referred to as the "Association" is owner of the land shown and described on Exhibit A hereto attached and by this reference made a part hereof, hereinafter called the "land", and

WHEREAS, said Association consisting of eighty-five (85) property owners is desirous of placing certain restrictions and other obligations upon the use of all of the land and is desirous that said restrictions and other obligations shall run with the title to the land hereby restricted;

NOW, THEREFORE, for and in consideration of the premises and for other good and valuable considerations, the Association, for itself and its successors and assigns, does hereby restrict the use, as hereinafter provided, of all of the land shown and described on Exhibit A and does hereby place upon said land the following restrictions and other rights and obligations, to run with the title to said land, and the owner of any parcel or tract of said land or any part or portion thereof shall be deemed by the acquisition thereof to have agreed to all such restrictions and other rights and obligations, and to have covenanted to observe, comply with, and be bound by all of same, as follows!"

- 2. Page 1 Paragraph 1 line 4 change "PLAN-CO INC" to "the Association"
- 3. Page 1 Paragraph 2 line 7 change "the Developer to a building plot owner" to "one property owner to another owner"
- 4. Page 2 top of the page line 3 change "Homeowners" to "Property Owners"
- 5. Page 2 Paragraph 3(a) line 4 delete "Developer or"
- 6. Page 2 Paragraph 3(a) line 5 change "The Developer, however, does hereby grant" to "The Association grants"
- 7. Page 3 Paragraph 4 change as follows:
 - 4(a) Each building plot owner shall be responsible for and perform all maintenance and repair work necessary to keep the interior of any residential building and other structural improvements on that owner's building plot in good repair and first class condition.

- (b) The Association shall maintain the exterior thereof from becoming unsightly or deteriorated in appearance.
- (c) Repair of driveways is the responsibility of the Association; cleaning of the driveways is the property owners responsibility.
- 8. Page 4 Paragraph 8 on the 4th line after the word automobiles insert "and/or pick-up trucks"
- 9. Page 5 top of the page line 2 change to read "parking area during the times necessary for pickup, delivery and service vehicles"
- 10. Page 5 Paragraph 11 Delete

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- 11. Page 5 Paragraph 14 Delete
- 12. Page 6 Paragraph 16 Delete line 4
- 13. Page 7 Paragraph 24 Delete line 7 thru 12
- 14. Page 8 top of the page Delete line 1 thru 3
- 15. Page 8 Paragraph 27 Section 1(a) line 7 change "the Developer" to read "the Association"
- 16. Page 12 Paragraph 27 Delete
- 17. Page 12 Paragraph 28 line 3 Delete "the Devel-"
- 18. Page 12 Paragraph 28 line 4 Delete "oper or" and "or both"
- 19. Page 12 Paragraph 28 line 8 Delete "the Developer or"
- 20. Page 12 Paragraph 28 line 10 Delete "the Developer or"
- 21. Page 12 Paragraph 29 line 2 Delete "of the Developer or"
- 22. Page 13 top of the page line 2 Delete "the Developer or" and "as the case may be"
- * 23. Page 13 Paragraph 32 change to read as follows:

In addition to the rights of the Association provided for in Paragraph 29, the Association shall have the right, with the consent of the majority of owners of the building plots within said land, to amend or alter these restriction and any parts hereof in any other respects.

- 24. Page 14 Paragraph 34 line 3 Delete "for the Developer, while the Developer owns any"
- 25. Page 14 Paragraph 34 line 4 Delete "part or parcel of said land, or, at any time."
- * Paragraphs will be renumbered after deletion of certain paragraphs.

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The following amendment to the PARKSIDE VILLAGE PROPERTY OWNERS" ASSOCIATION, INC., Declaration of Restrictions was passed on April 21, 1992:

Page 1 Paragraph 1 Add the following:

Units will be occupied and used by their respective owners only as private dwellings for the owner, his or her family, tenants and social guests and not for other purposes whatsoever and no portion of any unit other than the entire unit may be rented and no unit may be rented or utilized for hotel or transient purposes.

FRANK ROGERS, PRESIDEN FLA.DR.LIC.R 262 267

VALERIA TOWNS, SECRETARY

FLA. DR. LIC. T 520 867 30 610

STATE OF FLORIDA COUNTY OF CITRUS

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 15TH JANUARY, 1993 BY FRANK ROGERS AND VALERIA TOWNS WHO PRESENTED FL. DR. LIC AS IDENTIFICATION.

LULA FAY FUNDERBURK

AA 707597

COMMISSION NUMBER

NOTARY PUBLIC, STATE OF FLORIDA, MY COMMISSION EXPIRES: OCT. 20, 1998, BONDED THEIL NOTARY PUBLIC UNDERWHITERS,

BETTY STRIFLER, CLERK

COUNTY, FLORIDA

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AMENDMENT TO THE DECLARATION OF RESTRICTIONS

Under Paragraph 30 of the Declaration of Restrictions, the following amendment was offered and passed by a YES vote of the majority of members qualified to vote at the annual meeting on January 18, 1994;

PROPERTY CWINERS ASSOCIATION INC.

est Other Box 640508 • Beverly Hills. FL 34464-050

Paragraph 6 is changed to read:

6. No fence, wall, hadge, or any other thing, natural or artificial, shall be placed or located outside of any building except for decorative flower plants located within three (3) feet of a residential building without the prior written consent and approval of the Association. Decorative edging already in place may remain only until such time that it deteriorates or becomes unsightly. Decorative edging may not be added to or replaced, with the exception of railroad ties and/or edging in place for erosion control.

Dated at Beverly Hills, Florida this 11 day of January 1995

Valeria Towns, President

John Saya, Secretary

VALERIA TOWNS AND JOHN SAYA PERSONALLY APPEARENT BEFORE HE ON JANUARY 11, 1995.
THE FORECOING INSTRUMENT AMENDMENT TO THE DECLARATION OF RESTRICTIONS WAS ACCOUNTEDED.

JOHN SAYA,

JOHN SAYA,

JOHN SAYA,

State of Florida

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AMENDMENT TO DECLARATION OF RESTRICTIONS

The Parkside Village Property Owners Association, Inc. Declaration of restrictions filed and recorded in Official Record Book 624, page 1799, Book 630, page 238 and Book 967, page 917, were amended as follows on June 10, 1999.

ARTICLE 1, Changed to read,

1. The land shall be used for residential purposes only. Except as herein otherwise specifically provided, no structure of any kind shall be erected or permitted to remain on any part of the land other than dwellings constructed by the Association as a part of the approved Parkside Village Site Plan (Exhibit B) and related community or common area facilities. No building at any time situated on any part of the land shall be used for any commercial, hospital, sanitarium, school, religious, charitable, philanthropic, or manufacturing purpose, or as a professional office, or for any business purpose whatsoever, and no billboards or advertising signs of any kind shall be erected or displayed thereon except such signs as are permitted elsewhere in these restrictions. Units will be occupied and used by their respective owners only as private dwellings for the owner, his or her family, tenants and social guests and not for other purposes whatsoever and no portion of any unit other than the entire unit may be rented and no unit may be rented or utilized for botel or transient purposes. No building plot or residence thereon may be offered for sale, lease, or rental, nor sold, leased or rented to purchasers, leasees, or renters unless at least one of the purchasers, leasees, or renters is age fifty five, (55) or older. In order to be approved for residency, buyers, renters and leasees, shall provide written proof of age to the Board of Directors by means of a birth certificate or by means of a sworn affidavit.

ARTICLE 32, Changed to read,

If any person, firm, corporation, or other entity shall violate or attempt to violate any of these restrictions, it shall be lawful for the Association or any person or persons owning any building plot within said land (a) to prosecute proceedings for the recovery of damages against those so violating or attempting to violate any such restriction, or (b) to maintain a proceeding in any court of competent jurisdiction against those so violating or attempting to violate any such restriction, for the purpose of preventing or enjoining all or any such violation or attempted violation. A fine may be levied by the Association in the amount, one dollar (\$1.00) per day for each day of violation of these restrictions that continues unabated following written notice of such violation. The fine shall accrue from the fifteenth, (15th) day following notice and shall continue until the violation is abated. Should the violation remain unabated for thirty days or longer following written notice the fine shall be increased to two dollars, (\$2.00) per day following the thirtieth, (30th) day for each day thereafter the violation remains unabated. The property owner, upon request and during the fourteen day notice period, but not later than fourteen days, shall have the opportunity for a hearing before a select committee of three members appointed by the Board of Directors. The committee, by majority vote, shall confirm or deny the fine. The fines shall constitute a debt upon the owner's building plot and if unpaid for

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> three months following written notice, the Association may secure the debt by a lien upon the building plot. In the event the Association shall refer to an attorney-at-law the collection of any fines or institute proceedings to collect or enforce such fine or the lien therefor, the Association shall be entitled to recover from the owner or owners of such building plot all costs, including reasonable attorneys' fees, incurred in and about such collection or proceedings, and all such costs shall be secured by such lien. The remedies contained in this paragraph shall be construed as cumulative of all other remedies now or hereafter provided by law. The failure of the Association, or its successors or assigns, to enforce any restriction or any obligation, right, power, privilege, authority, or reservation herein contained, however long continued, shall in no event be deemed a waiver of the right to enforce the same thereafter as to the same breach or violation, or as to any other breach or violation thereof occurring prior or subsequent thereto.

ARTICLE 34, Changed to read,

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A property owner shall not be permitted to lease or rent out his/her premises without approval of Parkside Village Property Owners Association Board of Directors, which consent shall not be unreasonably withheld. All lease or rental agreements, shall include Parkside Village Property Owners Association, Inc., as a party to said lease or rental agreement. A property owner intending to lease or rent out his/her premises shall provide the Board of Directors with a Notice of Intent to Lease or Rent, at least fourteen (14) days prior to the commencement of occupancy by the tenant. The Notice shall have a copy of an executed lease or rental agreement attached thereto and shall include the names and ages of the prospective tenants, the number and types of pets, and the number of vehicles the tenant intends to park in the Village. Said lease or rental agreement shall content a duration of lease or rental term of not less than six (6) months duration. The Board shall approve or deny the lease arrangement by written notice to the property owner within seven (7) days of receipt of said Notice. The Board of Directors shall not approve a lease or rental agreement if a property owner is not current in payment of his/her monthly maintenance fee assessments.

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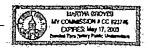
STATE OF FLORIDA COUNTY OF CITRUS Jimmy D. Childix, Secretar

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 10TH DAY OF JUNE, 1999 BY WILLIAM O"HARE AND JIMMY D. CHIDDIX WHO PRESENTED FL. DR. LIC. AS IDENTIFICATION.

1anda L SIGNATURE OF NOTARY

MARTHA FRONS PRINTED NAME OF NOTARY

COMMISSION NUMBER



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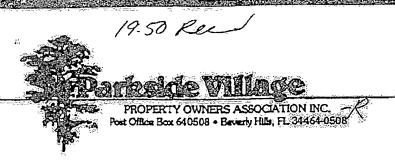
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AMENDMENT TO DECLARATION OF RESTRICTIONS

The Parkside Village Property Owners Association, Inc. Declaration of Restrictions were amended as follows on January 16, 2001.

PARAGRAPH I, Changed to read,

1. The land shall be used for residential purposes only. Except as herein otherwise specifically provided, no structure of any kind shall be erected or permitted to remain on any part of the land other than the dwellings constructed by the Association as part of the approved Parkside Village Site Plan (Exhibit B) and related community or common area facilities. No building at any time situated on any part of the land shall be used for any commercial, hospital, sanitarium, school, religious, charitable, philanthropic, or manufacturing purpose, or as a professional office, or for any business purpose whatsoever, and no billboards or advertising signs of any kind shall be erected or displayed thereon except such signs as are permitted elsewhere in these restrictions. Units will be occupied and used by their respective owners only as private dwellings for the owner, his or her family, tenants and social guests and not for other purposes whatsoever and no portion of any unit other than the entire unit may be rented and no unit may be rented or utilized for hotel or transient purposes. No building plot or residence thereon may be offered for sale, lease, or rental, nor sold, leased, or rented to purchasers, lessees, or renters unless at least one of the purchasers, lessees, or renters is age fifty five, (55), or older. In order to be approved for residency, buyers, renters and lessees, shall provide written proof of age to the Board of Directors by means of an affidavit signed by a member of the household age 18 or older asserting that at least one person in the unit is 55 years of age or older.

PARAGRAPH 34, Changed to read,

34. A property owner shall not be permitted to lease or rent out his/her premises without approval of Parkside Village Property Owners Association Board of Directors, which consent shall not be unreasonably withheld. A property owner intending to lease or rent out his/her premises shall provide the Board of Directors with a Notice of Intent to Lease or Rent, at least fourteen (14) days prior to the commencement of occupancy by the tenant. The Notice shall have a copy of an executed lease or rental agreement attached thereto and shall include the names and ages of the prospective tenants, the number and types of pets, and the number of vehicles the tenant intends to park in the Village. Said lease or rental agreement shall contain a duration of lease or rental term of not less than six (6) months duration, The Board shall approve or deny the lease arrangement by written notice to the property owner within seven (7) days of receipt of said notice. The Board of Directors shall not approve a lease or rental agreement if a property owner is not current in payment of his/her monthly maintenance fee assessments.

STAIRLER, CLERK

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PARKSIDE VILLAGE PROPERTY OWNERS ASSOCIATION, INC. DECLARATION OF RESTRICTIONS APPENDIX A

THE FOLLOWING ARE DEEMED THE RESPONSIBILITY OF PARKSIDE VILLAGE PROPERTY OWNERS ASSOCIATION, INC.:

- I. Lawn care to include fertilizing and pest control.
- 2. Exterior painting on a cyclical basis- as needed when determined by the Board of Directors.
- 3. Replacement and repair of roofs.
- 4. Shrub, tree, and hedge trimming to include fertilizing.
- 5. Total care and replacement of lawn sprinkler system.
- 6. Total care and replacement of roads.
- 7. Total care of common areas.
- 8. Regularly clean all vents that were originally installed in the villas by the builder.
- 9. Removal of trees that are diseased, dying, or causing significant damage.
- 10. Repair and/or replace all pole lamps located in the front of villas and around the N. Cluster Circle Drive; and the lights by the entrance sign and flagpole.
- 211. Repair and replace as needed fences, benches, retaining walls, berm, drains, and curbing.
 - 12. Total care and replacement when needed of pump, fountain, flagpole and entrance sign.
 - 13. Maintain and replace as needed, house numbers.
 - 14. Repair and replace damaged red paver bricks on front porch only.
 - Repair and replace sidewalks and driveways.
 - 16. Repair and paint front and back porch ceilings that are not enclosed.
 - 17. Repair and paint dry rotted wood on front porch railings and upright posts.

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PARKSIDE VILLAGE PROPERTY OWNERS ASSOCIATION, INC. DECLARATION OF RESTRICTIONS APPENDIX A - CONTINUED

THE FOLLOWING ARE DEEMED THE RESPONSIBILITY OF THE UNIT OWNERS IN PARKSIDE VILLAGE;

- Any repair or replacement which is ordinarily covered by the standard homeowners home replacement insurance coverage. Deductibles not considered.
- 2. Repair and replace all patios and decks.
- 3. All care, repair and replacement of wind turbines, thermostatically controlled vents, and vents not installed by builder.
- 4. All glass windows and screens, entry doors and screen doors, garage doors and all hardware on these.
- 5. All utility lines including cable, waste line, water line, telephone, and electric, and outside water faucets
- 6. Driveway and sidewalk cleaning.
- 7. Exterior and interior air conditioner, heat pump, heat recovery unit and any other related elements care and repair.
- 8. Interior drywalls in garage, house and storage units on porches.
- 9. Doorbells and all lights attached to outside of villas.
- 10. Repair and maintenance of storage areas.
- 11. Tree removal for cosmetic purposes.
- 12. Shrub and tree replacement (with Board of Directors approval).
- 13. Maintenance and repair of fireplaces and chimneys.

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> The above amendments were adopted by the members at the annual meeting held on January 16, 2001.

Carolyn Colley, Secretary

STATE OF FLORIDA COUNTY OF CTTRUS

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 19th DAY OF JANUARY, 2001 BY VALERIA TOWNS AND CAROLYN COLLEY WHO ARE PERSONALLY KNOWN TO ME.

TURE OF NOTAR

JOAN M. KNIGHT Notary Public, State of Flo May comm. profree Apr. 7, 2 Comm. No. CC824136

COMMISSION NUMBER

Official Records Citrus County FL, Angela Vick, Clerk of the Circuit Court & Comptroller #2015021322 BK: 2687 PG: 1682 5/7/2015 3:17 PM 43 Receipt: 2015018786

RECORDING \$698.50

PROPERTY OWNERS ASSOCIATION INC.

1235038

off Office Box 640508 . Beverly Hills, FL 34464-0508

MENDMENT TO DECLARATION OF RESTRICTIONS

The Parkside Village Property Owners Association, Inc., Declaration of Restrictions were amended by a majority vote of the members at the annual meeting held on January 15, 2002:

PARAGRAPH 25 Section 1(a) is changed to read:

Section I. (a) Each and every building plot within said land is hereby subjected to monthly maintenance assessment as beautinafter provided. Such monthly maintenance assessment shall be assessed for and shall cover the calendar year and shall be due and payable, in advance and without notice, on the first day of each month. The first assessment shall be a pro rate share of the full month, based upon the day that the deed is conveyed from the owner to the new owner. Thereafter, said dwelling will be subjected to the full monthly maintenance assessment. The first month's pro rate assessment and the first full month's assessment shall be paid in advance and be a part of said dwelling's closing cost. Commencing on the first day of each month thereafter, each building plot owner shall pay to the Association, at the office of the Association in Beverly Hills, Florida, or at such other place as shall be designated by the Association, the full monthly maintenance assessment assessed against such owner's building plot as fixed by the Association, and such payments shall be used by the Association to create and continue maintenance funds to be used as herematter set forth. Each such monthly maintenance assessment shall become delinquent if not paid by 4:30P.M. of the 15th day of the month when due and shall bear interest at the rate of fifteen percent (15%) per annum from said date until paid. In addition, a late fee of \$25.00 will be imposed for each month the maintenance fee is delinquent. No member of the Association may vote on any matter coming before the Association if, at the time specified for such vote, such member is delinquent in the payment of any assessment or installment thereof in any respect. The monthly maintenance assessment may be adjusted from year to year by the Association as the needs of the land and improvements thereon and the divies and responsibilities of the Association, in the judgment of the Association, may require.

Valeria Towns, President

Elean C Jah Eileen Lehmann, Secretary

STATE OF FLORIDA COUNTY OF CITRUS

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 17TH DAY OF JANUARY 2002 BY VALERIA TOWNS AND EILEEN LEHMANN WHO ARE PERSONALLY KNOWN TO ME.



JOAN IS, KNIGHT Hotory Public, State of Florida Ly comm. expires Apr. 7, 2003 Comm. No. CC824138

NOTARY STAMP

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Betty Strifler Clerk of the Circuit Court Citrus County Florida

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AMENDMENTS TO DECLARATION OF RESTRICTIONS

The Parkside Village Property Owners Association, Inc., Declaration of Restrictions were amended by the majority vote of the members at the annual meeting held on January 18, 2005.

PARAGRAPH 4(a) is amended to read:

Each building plot owner shall be responsible for and perform all maintenance and repair work necessary to keep the interior of any residential building and other structural improvements on that owner's building plot in good repair and first class condition. Outside porch lights will be black in color and match existing yard lights. Wooden decks will be painted charcoal gray.

PARAGRAPH 4(b) is amended to read:

The Association shall maintain the exterior thereof from becoming unsightly or deteriorated in appearance. The building exteriors will be painted in light gray with charcoal gray trim.

PARAGRAPH 4(c) is amended to read:

Repair of the driveways as originally constructed is the responsibility of the Association, cleaning of the driveways and repair and maintenance of driveway auxiliaries or extensions is the property owners responsibility.

PARAGRAPH 6 is amended to read:

No fence, wall, hedge, or any other thing, natural or artificial, shall be placed outside of any building except for decorative flower plants located within three (3) feet of a residential building without the prior written consent and approval of the Association.

PARAGRAPH 6(a) is added:

One portable, removable United States flag or official flag of the State of Florida may be displayed in a respectful manner. The flagpole will be attached to an upright post on the front porch. In ground flagpoles are not permitted on building plots.

PARAGRAPH 7 is amended to read:

After the sentence:" In addition, there shall be submitted to the Association for approval such samples of building materials proposed to be used as the Board shall specify and requires." insert the following: The request for approval will be submitted to the Association Secretary at least 7 working days before the next regular scheduled board meeting. The Board may condition such approval upon the proposed improvement being performed by a licensed and insured contractor, the name of which may be required by the Board prior to approving any proposed improvement. Furthermore, the Board may require that such improvement be commenced within 30 days of receipt of approval and concluded within 60 days of commencement. Failure to commence and conclude the improvement within this time frame will result in a rescission of the approval thereby necessitating reapplication by the owner if he wishes to make such improvement at a later date.

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PARAGRAPH 12 is amended to read:

Except as otherwise permitted herein, no sign of any character shall be displayed or placed on any part of said land except "For Rent" or "For Sale" signs, which signs shall refer only to the particular premises on which displayed, shall not exceed two feet square in size, shall not extend more than four feet above the surface of the ground, shall be fastened only to a stake in the ground and shall be limited to one sign for each building plot. A sign of reasonable size provided by a contractor for security services may be displayed within 10 feet of any entrance to the home. The Association may enter upon any building plot and summarily remove and destroy any sign which does not meet the provisions of this paragraph.

PARAGRAPH 16 is amended to read:

No horses, mules, ponies, donkeys, burros, cattle, sheep, goats, swine, rodents, rabbits, reptiles, pigeons, pheasants, game birds, game fowl or poultry, guineas, or animals of any kind except dogs, cats, and small birds shall be kept, permitted, raised or maintained on any building plot on said land. Not more than one dog, not more than two cats, and not more than four small birds (not including any parrots) may be kept on a single building plot for the pleasure and use of the occupant but not for any commercial or breeding use or purpose; provided however, that if any such permitted animal or bird shall, in the sole opinion of the Board of the Association, become dangerous or an annoyance or nuisance in the neighborhood, they may not thereafter be kept on the building plot. The Board may from time to time adopt, promulgate, and enforce rules and regulations as to leashing, caging, and other restrictions on and control of animals permitted hereunder.

APPENDIX A RESPONSIBILITY OF PARKSIDE VILLAGE PROPERTY OWNERS ASSOCIATION, INC.

#15 is amended to read: Repair and replace originally constructed sidewalks and driveways.

APPENDIX A RESPONSIBILITY OF THE UNIT OWNERS IN PARKSIDE VILLAGE
#6 is amended to read: Driveway and sidewalk cleaning and repair and maintenance of
driveway auxiliaries and extensions.

Robert Bewsher, President

Valeria Towns, Secretary

STATE OF FLORIDA COUNTY OF CITRUS

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 20th DAY OF JANUARY 2005 BY ROBERT BEWSHER AND VALERIA TOWNS WHO ARE PERSONALLY KNOWN TO ME.

Expires April 07, 2007

Ny Commission DD181502

NOTARY STAMP

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AMENDMENT TO DECLARATION OF RESTRICTIONS

The Parkside Village Property Owners Association, Inc., Declaration of Restrictions were amended by a majority vote of the members at the annual meeting held on January 16, 2007

PARAGRAPH 25 Section 1(a) is changed to read:

Section 1 (a) (amended 1-15-02, 1-16-07) Each and every building plot within said land is hereby subjected to monthly maintenance assessment as hereinafter provided. Such monthly maintenance assessment shall be assessed for and shall cover the calendar year and shall be due and payable, in advance and without notice, on the first day of each month. The first assessment shall be a pro rata share of the full month, based upon the day that the deed is conveyed from the owner to the new owner. Thereafter, said dwelling will be subjected to the full monthly maintenance assessment. The first month's pro rata assessment and the first full month's assessment shall be paid in advance and be a part of said dwelling's closing cost. Commencing on the first day of each month thereafter, each building plot owner shall pay to the Association, at the office of the Association in Beverly Hills, Florida, or at such other place as shall be designated by the Association, the full monthly maintenance assessment assessed against such owner's building plot as fixed by the Association, and such payments shall be used by the Association to create and continue maintenance funds to be used as hereinafter set forth. Each such monthly maintenance assessment shall become delinquent if not paid by 4:30PM of the 10th day of the month when due. In addition, a late fee of \$25.00 will be imposed for each month the maintenance fee is delinquent. A \$25.00 fee will also be imposed when a check is returned non-payable to the Association due to owner's insufficient bank funds. No member of the Association may vote on any matter coming before the Association if, at the time specified for such vote, such member is delinquent in the payment of any assessment of installment thereof in any respect. The monthly maintenance assessment may be adjusted from year to year by the Association as the needs of the land and improvements thereon and the duties and responsibilities of the Association, in the judgment of the Association, may require.

STATE OF FLORIDA **COUNTY OF CITRUS**

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 17TH DAY OF JANUARY 2007 BY LEWIS PAULLEY AND VALERIA TOWNS WHO ARE

*PERSONALLY KNOWN TO ME.

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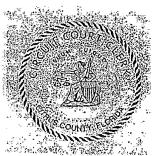
Betty Strifler Clerk of the Circuit Court **Citrus County Florida**

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AMENDMENTS TO DECLARATION OF RESTRICTIONS

The Parkside Village Property Owners Association, Inc., Declaration of Restrictions were amended by the majority vote of the members at the annual meeting held on January 20,2009.

PARAGRAPH 25, Section 4(a) is amended to add:

Notwithstanding the foregoing, the amount of the annual contribution to the replacement reserve fund shall not be less than the amount required to ensure that the balance on hand at the beginning of the accounting period for which the budget will go into effect plus the projected annual cash inflows over the remaining estimated useful life of all the assets which the Association is responsible for maintaining, repairing or replacing is equal to or greater than the projected annual cash outflows over the remaining useful lives of all the assets that are to be maintained, repaired or replaced by the replacement reserve fund, based on the current reserve analysis. The projected annual cash inflows may include estimated earnings from investment of principal. No balloon payments shall be included in the funding formula.

PARAGRAPH 36 is added:

- (a) Each owner shall be required to obtain and maintain adequate insurance on their dwelling which shall insure the property for its full replacement value with no deduction for depreciation, against loss by fire, flood (if required by financial institution), or other hazards. Each owner shall be required to keep said coverage continuously in force and shall furnish to the Board of Directors a certificate of such coverage and whatever else maybe required to satisfy the Board of Directors that such coverage is in full force and effect:
- (b) Each owner shall be required to reconstruct or repair any dwelling unit destroyed by fire, flood or other casualty. Repair or rebuilding should be contracted for or otherwise substantially started by the owner within thirty (30) days after the owner receives the insurance proceeds and in a good and workmanlike manner in conformance with the original plans and specifications.
- (c) Notwithstanding anything to the contrary in any Section of this paragraph, the Association, its Directors or Officers, shall not be liable should any person fail for any reason whatsoever to obtain insurance coverage on a dwelling unit. It shall be the responsibility of each owner to insure his unit as required herein.

Paragraph 35 on page 11 of the Declaration of Restrictions is renumbered to Paragraph 37.

Pohert P. Reucher President

Valeria Towns Secretary

STATE OF FLORIDA COUNTY OF CITRUS

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 22nd DAY OF JANUARY 2009 BY ROBERT B. BEWSHER AND VALERIA TOWNS WHO ARE PERSONALLY KNOWN TO ME.



John M. Jought

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PROPERTY OWNERS ASSOCIATION INC. Post Office Box 640508 • Beverly Hills, FL 34464-0508



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AMENDMENT TO DECLARATION OF RESTRICTIONS

The Parkside Village Property Owners Association, Inc. Declaration of Restrictions were amended by the majority vote of the members at the annual meeting held on January 19, 2010.

PARAGRAPH 36(a) is amended to add the following:

In the event that a unit owner shall fail to provide satisfactory proof to the Board of Directors that such coverage is in full force and effect, the Association may bring suit to compel the unit owner to furnish evidence of such coverage or to procure such coverage. In the event the Association shall incur legal expenses in the enforcement of this provision, the unit owner shall be responsible for all reasonable legal fees and court costs associated therewith and the Association shall have the right to file a lien for the amount of such legal fees and court costs against the particular unit for which evidence of insurance has not been produced as aforesaid including attorney fees and court costs pertaining to foreclosure of such lien. Additionally, at its discretion, the Association may procure insurance on behalf of the unit owner and the unit owner shall be liable to the Association for all sums expended in the purchase of said insurance. The Association may place a lien on the subject property to ensure recovery of sums expended in the purchase of such insurance and the unit owner shall be liable for the attorney fees and costs associated with the placement of such lien and attorney fees and court costs associated with foreclosing on said lien.

Robert B. Bewsher, President

aleria Towns, Secretary

STATE OF FLORIDA COUNTY OF CITRUS

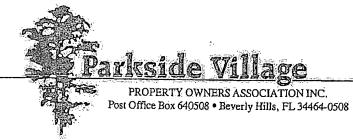
THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 1st DAY OF FEBRUARY 2010 BY ROBERT B. BEWSHER AND VALERIA, TOWNS WHO ARE

PERSONALLY KNOWN TO ME.

Notary Public State of Fronds My Commission DD638807 Fxmas 04/07/2011

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AMENDMENT TO DECLARATION OF RESTRICTIONS

The Parkside Village Property Owners Association, Inc., Declaration of Restrictions were amended by the majority vote of the members at the annual meeting held on January 17, 2012.

PARAGRAPH 24 is amended to add at the end of the paragraph:

No building plot owner, tenant or invitee shall maintain, improve or alter the common area without express written permission of the Association.

Robert B. Bewsher, President

Valeria Towns, Secretary-Treasurer

STATE OF FLORIDA COUNTY OF CITRUS

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS 23d DAY OF JANUARY 2012 BY ROBERT B. BEWSHER AND VALERIA TOWNS WHO ARE PERSONALLY KNOWN TO ME.

Julyanha 1-23-12

Notary Public State of Florida
Joan M Knight
Joan M Knight
Wy Commission EE082097
Expires 04/07/2015

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This instrument prepared by:
Parkside Village Property Owners Association, Inc.
2541 N Reston Terrace
Hernando FL 34442

CERTIFICE OF AMENDMENT TO PARKSIDE VILLAGE PROPERTY OWNERS ASSOCIATION, INC. DECLARATION OF RESTRICTIONS

WE HEREBY CERTIFY THAT the attached Amended and Restated Declaration of Restrictions for Parkside Village Property Owners Association, Inc. was duly adopted by the membership and approved by the Board of Directors of Parkside Village Property Owners Association, Inc. pursuant to a vote of the membership.



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CLERK OF THE CIRCUIT COURT
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Furthermore, we hereby certify that the attached amendments were duly adopted by the membership at a meeting held January 15, 2013.

IN WITNESS WHEREOF, we have affixed our hands this 22 day of February, 2013 at Citrus County, Florida.

PARKSIDE VILLAGE PROPERTY OWNERS ASSOCIATION, INC.

Lind Million to the Million to the	\$? -
WITNESSES:	
Octor of Octor	Louise Paccione
Print Name: VIEWIT DEIRE	By: Louise Paccione, President
Raymond Roylabune	Valeria Towns
Print Name: Kay Mond 15 Calabr 141	Attest: Valeria Towns, Secretary-Treasurer
STATE OF FLORIDA	3.

STATE OF FLORIDA
COUNTY OF CITRUS

The foregoing instrument was ackr	nowledge before me on this 7	day of February, 2013, by Louise Paccion	ae.
as President, and Valeria Towns, as Secretar	ry-Treasurer, Parkside Village	Property Owners Association, Inc. X who	٠ (
Are personally known to me or	who have produced	as identification.	



Notiny Public years

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PARAGRAPH 32 is amended to read:

If any property owner or any property owner's tenant, guest, or invitee shall violate or attempt to violate any of these restrictions, it shall be lawful for the Association or any person or persons owning any building plot within said land (a) prosecute proceedings for the recovery of damages against those so violating or attempting to violate any such restriction, or (b) to maintain a proceeding in any court of competent jurisdiction against those so violating or attempting to violate any such restriction, for the purpose of preventing or enjoining all or any such violation or attempted violation. Additionally, a fine may be levied by the Association against the property owner if the property owner or the property owner's tenant, guest, or invitee violates or attempt to violate these restrictions in the amount of One Hundred dollars (\$100.00) per day for each day of violation of these restrictions that continues unabated following written notice of such violation. A fine may be levied for each day of a continuing violation of these restrictions that continues unabated following written notice of such violation. A fine may be levied for each day of continuing violation with a single notice and opportunity for hearing except that the cumulative fine may not exceed five thousand dollars (\$5,000.00). The fine shall accrue from the fifteenth (15th) day following notice of the intent to impose a fine and shall continue until the violation is abated except as set forth above. "Notice" of the intent to impose a fine shall be accomplished by hand delivering a copy of the "Notice of Intent to Impose a Fine" to an occupant of the property at least 18 years of age or posting such notice in a conspicuous place on the premises. In addition, on the same day as delivery or posting, a copy of the "Notice of Intent to Impose a Fine" shall be mailed by first class U.S. mail to the property owner as shown in the records of the Association. The notice of intent to impose a fine shall state the specific violation of the restrictions. Service of the notice shall be deemed to have been given on the date it is hand-delivered or posted and placed in the mail. The property owner, may, within fourteen (14) days after service of the notice, but not late then fourteen (14) days, request a hearing before a select committee of three members appointed by the Board of Directors. Such hearing shall take place within 20 days of a request therefore. The committee members shall not be an officer, director or employee of the Association, or the spouse, parent, child, brother, or sister of an officer, director or employee of the Association. The committee shall, by majority vote, confirm or deny the fine. If the fine is confirmed, the accrual of the fine shall be retroactive to the fifteenth (15th) day after service of the notice of the intent to impose a fine and not upon confirmation of the validity of the fine. If the committee, by majority does not approve a proposed fine, it may not be imposed. Service of the committee decision shall be made with 3 days of such decision in the same manner as the notice of intent to impose a fine set forth above. The fines shall constitute a debt upon the owner's building plot and if unpaid for three months following written notice, the Association may secure the debt by lien upon the building plot. In the event the Association shall refer to an attorney-at-law the collection of any fines or institute proceedings to collect or enforce such fine or the lien therefore, the Association shall be entitled to recover from the owner or owners of such building plot all costs, including reasonable attorney fees, incurred in and about such collection or proceedings, and all such costs shall be secured by such lien. The remedies contained in this paragraph shall be construed as cumulative of all other remedies now or hereafter provided by law. The failure of the Association, or its successors or assigns, to enforce any restriction or any obligation, right, power, privilege, authority, or reservation herein contained, however long continued, shall in no event be deemed a waiver of the right to enforce the same thereafter as to the same breach of violation, or as to any other breach or violation thereof occurring prior to subsequent thereto. .

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EXHIBIT C



Department of State

I certify that the attached is a true and correct copy of the Articles of Incorporation of PARKSIDE VILLAGE PROPERTY OWNERS! ASSOCIATION, INC., a corporation organized under the Laws of the State of Florida, filed on September 2, 1983, as shown by the records of this office.

The charter number of this corporation is 770103%

Given under my hand and the Great Seal of the State of Florida, at Tallahussee, the Capital, this the Junio September, 1983.

> George Firestone Secretary of State

CER-101

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ARTICLES OF INCORPORATION OF

FILED

PARKSIDE VILLAGE PROPERTY OWNERS' ASSOCIATION, STACE 1106 4 83

SECRETARY OF STATE

THE UNDERSIGNED SUBSCRIBERS, desiring to form altahasser from the corporation not-for-profit under Chapter 617, Florida Statutes, as amended, hereby adopt the following Articles of Incorporation.

FIRST

The name of this corporation shall be PARKSIDE VILLAGE PROPERTY OWNERS ASSOCIATION, INC., which is hereinafter referred to as the "Association."

SECOND

- A. The purpose for which this Association is organized is to interpret, adopt, and enforce covenants and restrictions. In property sold by PLAN-CO INC., a Florida corporation, in Citrus County, Florida, which is known as PARKSIDE VILLAGE, to collect and receive money from the property owners in the said PARKSIDE VILLAGE area as estimated cost of such enforcement, manage and operate the Association and repair and maintain the roads and drainage appurtenant thereto.
- B. The Board of Directors of this Association shall have the power and authority to interpret and enforce the Restrictive Covenants applicable to those certain parcels of acreage known as PARKSIDE VILLAGE.

THIRD

- A. The membership of this Association shall be limited to the person or entity for the time being and their heirs, successors or assigns which hold the fee simple title, or who have entered into an Agreement To Purchase, a dwelling located in Citrus County, Florida, which may be restricted by covenants running with the land originally placed hereon by PLAN-CO INC., a Florida corporation, its successors or assigns, and which Restrictive Covenants specifically require membership in this Association to assess and collect and expend funds and empower this Association to enforce such restrictions. The limitation found herein shall not apply to PLAN-CO, INC., and PLAN-CO, INC. shall be a member of the Association until such time as all of the building plots have been conveyed to a purchaser.
- B. Each member hereof shall be entitled to one (1) vote for each tract thereof. When interest in the property is in the

joint tenants, or tenants in common, the votes for such property shall be exercised as they, among themselves, determine, but in no event shall more than one (1) vote per dwelling be cast.

- C. All members have voting rights in this Association, and there shall be no qualification for membership herein other than to be the owner of the fee simple title of lands restricted as aforesaid, or have executed an Agreement To Purchase the lands.
- D. When a member transfers, sells, or conveys lands in PARKSIDE VILLAGE, his or its title interest shall pass voluntarily or involuntarily, in any manner whatsoever, the membership interest of such member shall cease, and the party receiving such interest shall thereupon be a member of this Association.
- E. Annual assessments shall be budgeted, determined, and set by the Board of Directors, who shall be empowered to determine such assessments, which shall include reasonable annual dues for the purpose of the maintenance of this Association and its records and the paying of all costs and expenses incident to the maintenance and operation of this Association, and maintenance and repair of roads.

FOURTH

This Association shall have perpetual existence.

FIFTH

The names and residence addresses of the initial subscribers hereto are as follows:

<u>.Name</u> .	Address.
Mark A. Gluckman	1375 Brightwaters Blvd., N.E. St. Petersburg, Florida 33704
Lee Gluckman	1375 Brightwaters Blvd., N.E. St. Petersburg, Florida 33704

SIXTH

- A. The affairs of this Association are to be managed and controlled by a Board of Directors which shall duly elect the officers of the Association from the membership of the Board of Directors.
- B. The members of the Board of Directors shall be elected by the members of the Association at its annual meeting

to be held in November of each year, and notice thereof shall be given to each member of record at the last address carried on the books of the Association.

C. Other than the initial term as herein specified, all members of the Board of Directors shall serve a term of three (3) years, the term of approximately one-third (1/3) of the total membership of the Board of Directors expiring each year.

SEVENTH

- A. The officers of the Association shall be a President, Vice President, and Secretary-Treasurer, and such additional and assistant officers as may be elected.
- B. The duties of the officers shall be prescribed by Florida Law and in the By-Laws of the Association.
- C. Any office may be created and filled, and vacancies in offices may be filled at any meeting of the Board of Directors. Each officer shall hold office until his successor shall have been duly elected and shall have qualified.

EIGHTH

The names of the officers who are to serve until the annual meeting in 1984 are:

Mark A. Gluckman Ron J. Collins Lee Gluckman

President Vice President Secretary-Treasurer

NINTH

The Board of Directors shall consist of not less than three (3) persons nor more than five (5) members. The names and addresses of the persons who are to serve as members of the Board of Directors for the terms specified or thereafter until their successors are elected and shall have qualified are as follows:

Name	Address	Term
Mark A. Gluckman	1375 Brightwaters Blvd., N.E. St. Petersburg, Florida 33704	Two (2) Years
Ron J. Collins	Post Office Box 1 Beverly Hills, Florida 32665	Two (2) Years

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Lee Gluckman 1375 Brightwaters Blvd., N.E.

St. Petersburg, Florida 33704 One (1) Year

Ray I. Hoierman Post Office Box 1

201

Beverly Hills, Florida 32665 One (1) Year

TENTH

A. The principal place of business of this Association shall be located in Beverly Hills, County of Citrus, and State of Florida, and it may have such other places of business, both within and without the State of Florida, as may be necessary or convenient and as may be determined by the Board of Directors.

- B. The initial registered street address of the principal office of the Association shall be Post Office Box 1, Beverly Hills, Florida 32665, or at such other place as the Board of Directors may hereafter from time to time determine.
- C. The PARKSIDE VILLAGE PROPERTY OWNERS' ASSOCIATION, INC., desiring to organize under the Laws of the State of Florida with its principal address, as indicated in Subparagraph B. above, has named Mark A. Gluckman, located at 1375 Brightwaters Blvd., N.E., St. Petersburg, Florida 33704, as its registered agent.

ELEVENTH

The Association shall use all of its income for the purposes for which it has been formed and shall not distribute any monies except for such purposes. On dissolution, the assets of the Association shall be distributed to an appropriate public agency to be used for purposes similar to those for which the Association was created. In the event such distribution is refused acceptance, such assets shall be granted, conveyed, and assigned to any non-profit corporation, association, trust, or other organization organized and operated for such similar purposes.

TWELFTH

The By-Laws of the Association shall be made, altered, and amended by the membership, upon notice, at any annual meeting upon the affirmative vote of fifty-one percent (51%) of the members, or the By-Laws may be made, altered, and amended by the Board of Directors upon the affirmative vote of two-thirds (2/3) of the members of the Board of Directors. Written notice of the

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changes proposed shall be given to all members or board members, as the case may be, at least ten (10) days in advance of the meeting date at which such proposed changes may be acted upon.

THIRTEENTH

Amendments to the Articles of Incorporation may be proposed by any member of the Association and may be adopted upon the affirmative vote of the majority of members present at a meeting called

of Bulling (SEAL)

DATED at Beverly Hills, Florida, this 23th day

1983.

(SEAL)

DATED at Beverly Hills, Florida, this 23th day

(SEAL)

STATE OF FLORIDA)
)SS:
COUNTY OF CITRUS)

I HEREBY CERTIFY that, on this day, before me, an officer duly authorized in the state aforesaid and in the county aforesaid to take acknowledgments, personally appeared MARK A. GLUCKMAN, RON J. COLLINS, LEE GLUCKMAN, and RAY I. HOIERMAN, to me known to be the persons described in and who executed the foregoing Articles of Incorporation, and they

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acknowledged before me that they executed the same freely and voluntarily for the purposes therein expressed.

WITNESS my hand and official seal at Beverly Hills, County of Citrus, and State of Florida, this $\cancel{234}$ day of

August , 1983.

My commission expires: Notary Public, State of Florida

My Commission Expires April 12, 1987

Notary Public

State of Florida at Large

ACKNOWLEDGEMENT OF RESIDENT AGENT

Having been named to accept Service of Process for PARKSIDE VILLAGE PROPERTY OWNERS! ASSOCIATION, INC., at place designated in Paragraph Tenth (C) of the attached Articles of Incorporation, I hereby accept to act in this capacity, and agree to comply with the provisions of said act relative to keeping open said office.

Mark A. Gluckman

—`(⊋₽¥

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February 6, 1991

Valeria Towns 531 W. Cherry Laurel Ct. Beverly Hills, FL 32665

Re: Document Number 770103

Dear Ms. Towns:

This will acknowledge receipt of your Amendment to the Articles of Incorporation for PARKSIDE VILLAGE PROPERTY OWNERS' ASSOCIATION, INC., a Florida corporation, which was filed on January 29, 1991. Your remittance totaling \$35.00 has been received.

Should you have any questions regarding this matter, please telephone (904) 487-6050, the Amendment Filing Section.

JIM DICKINSON
Division of Corporations

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January 24, 1991

Department of State Division of Corporations Amendment Section P.O. Box 6327 Tallahassee, FL 32314

SUBJECT: Parkside Village Property Owners Association, Inc.

Enclosed please find an original and one (1) copy of the articles of amendment to the articles of incorporation for the above corporation and check in the amount of \$35.00.

FROM:

Valeria Towns

531 W. Cherry Lasrel Ct.

Beverly Hills, FL 32665

(904) 746-9805

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ARTICLES OF AMENDMENT

PARKSIDE VILLAGE PROPERTY OWNERS ASSOCIATION, INC.

This instrument is executed for the purpose of amending certain Articles of Incorporation of Parkside Village Property Owners Association, Inc., as follows:

THIRD

- A. The membership of this Association shall be limited to the person or entity for the time being and their heirs, successors or assigns which hold the fee simple title, or their spouse, or the person or the entity who have entered into an Agreement to Purchase, or their spouse, a dwelling located in Parkside Village in Citrus County, Florida, which may be restricted by covenants running with the land originally placed hereon by PLAN-CO INC., a Florida corporation, its successors or assigns, and which Restrictive Covenants specifically require membership in this Association to assess and collect and expend funds and empower this Association to enforce such restrictions. The limitation found herein shall not apply to PLAN-CO, INC., and PLAN-CO, INC. shall be a member of the Association until such time as all of the building plots have been conveyed to a purchaser.
- C. All members have voting rights in this Association, and there shall be no qualification for membership herein other than to be the owner of the fee simple title of lands restricted as aforesaid, or their spouse, or a person or entity who have executed an Agreement to Purchase the lands, or their spouse.

SIXTH

- A. The affairs of this Association are to be managed and controlled by a Board of Directors which shall be duly elected by the membership of the Association.
- B. The members of the Board of Directors shall be elected by the members of the Association at its annual meeting to be held in January of each year, and notice thereof shall be mailed to each member of record at the last address carried on the books of the Association.
- C. Other than the initial term as herein specified, all terms of the Board of Directors shall be as prescribed in the By-Laws of the Association.

EIGHTH

The names of the officers who are to serve until the annual meeting in 1991 are:

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Frank Rogers
Thomas McNally
Edith McDonough
Joseph Mikoloski
Valeria Towns

President Vice-President 2d Vice-President Treasurer

Secretary

NINTH

The Board of Directors shall consist of not less than three (3) members nor more than seven (7) members. The names and addresses of the persons who are to serve as members of the Board of Directors until the annual meeting in 1991 are as follows:

<u>Name</u>	Address
Frank Rogers	530 W. Sand Oak Court Beverly Hills, FL 32665
Thomas McNally	3921 No. Huckleberry Point Beverly Hills, FL 32665
Edith McDonough	3970 No. Huckleberry Point Beverly Hills, FL 32665
Joseph Mikoloski	560 W. Sand Oak Court Beverly Hills, FL 32665
Valeria Towns	531 W. Cherry Laurel Court Beverly Hills, FL 32665

TWELVIH

The By-Laws of the Association shall be amended by the membership, upon notice, at any annual or special meeting upon the affirmative vote cast by the majority of members, or the By-Laws may be amended by the Board of Directors upon the affirmative vote of two-thirds (2/3) of the entire Board of Directors. Written notice of the changes proposed shall be given to all members or board members, as the case may be, at least fourteen (14) days in advance of the meeting date at which such proposed changes may be acted upon.

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The above amendments were adopted by the members at the annual meeting held on January 15, 1991.

DATED at Beverly Hills, Florida this 24 to day of ___, 1991.

Witness my hand and official seal at Bevorly Hills
County of Citrus and State of Florida, this 2KH day
of January, 1991

Seal!

NOTARY PUBLIC, STATE OF FLORIDA. MY COMMISSION EXPIRES: OCY. 20, 1993. BONDED THRU NOTARY PUBLIC UNDERWRITERS.

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EXHIBIT C

BYLAWS PARKSIDE VILLAGE PROPERTY OWNERS ASSOCIATION, INC.

ARTICLE I

MEETING OF MEMBERS

- SECTION 1. REGULAR MEETINGS: (a) The regular meetings of the Association shall be on the third Tuesday of January. If that day is a legal holiday in any year, the meeting shall be held on the next day following that is not a legal holiday.
- The regular meeting held in January shall be known as the Annual Meeting and shall be used for the purpose of electing officers, receiving reports of officers and committees and for any other business that may arise. If the annual meeting of members is not held as herein described, the election of officers may be held at any meeting thereafter called pursuant to these Bylaws.
- SECTION 2. NOTICE OF REGULAR MEETINGS: (amended November 18, 1999 and September 13, 2004) (a) Notice of each regular meeting of members shall be given in the manner required by law and by mailing at least fourteen (14) days prior to the date fixed for such meeting, a copy of the notice of such meeting, with postage prepaid, stating the purpose or purposes for which the same is held, to each member of the Association, unless he shall have filed with the Secretary of the Association, written request that notices intended for him be mailed to some other address, in which case it shall be mailed to the address designated in such request.
- Members have the right to speak at any meeting with reference to all items opened for discussion or included on the agenda. Members have the right to speak for at least 3 minutes on any item, provided that the member submits a written request to speak prior to the meeting.
- SPECIAL MEETINGS: (a) Special meetings may be called by the SECTION 3. President, by the Board of Directors, or by twenty (20) members of the Association. Written notice of such meeting shall be mailed to all property owners fourteen (14) days before the date of this meeting and shall specify the place, within Citrus County, time, date, the purpose or purposes of the meeting, and by whom this meeting is called. No officer nor member of the Board of Directors nor the property owners who signed the call for this meeting shall in any manner deny or interfere with the call of this meeting. The place, date or time specified for the call of the meeting can only be changed if the party(s) responsible for the call agree in writing to such change.
 - Special meetings called by the members shall be addressed to the President or acting President, or the Secretary. The officer or officers in receipt of such call shall acknowledge receipt of this request within five (5) days or receipt thereof, and shall act on this request within twenty (20) days of receipt.
 - In emergency, members may be notified of special meetings by telephone, by the President or a member of the Board of Directors and arrange for such meeting at the earliest time deemed possible by the Board of Directors.

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SECTION 4. QUORUM: (amended November 18,1999 and September 13, 2004) At each meeting of the members of the Association, except where otherwise provided by law or these Bylaws, a quorum shall consist of members holding 33 1/3% of the total property within the recorded subdivision of Parkside Village (29 voting entities), as present either in person or by limited proxy. In the event that some members depart after a quorum was established, thereby reducing the number of members entitled to vote, the affirmative vote of 51 % of the remaining members will constitute a majority vote.

SECTION 5. QUALIFICATION OF VOTERS: At each meeting of members, every member of record of the Association shall be entitled to vote as provided in the charter of this Association. The Directors may, by resolution, fix a day not more than forty (40) days prior to the day of holding any meeting of members as the day as of which members entitled to notice of and to vote at such meeting shall be determined; and only members of record of such day shall be entitled to notice of and to vote at such meeting.

SECTION 6. VOTING, (amended December 15, 1998, November 18, 1999 and September 13, 2004): Upon demand of any member entitled to vote, the vote for the election of officers and the vote upon the question before the meeting shall be by secret ballot. Voting on motions from the floor during meetings shall be by hand vote and not by secret ballot. A member may vote either in person or by limited proxy appointed by an instrument in writing subscribed by such member or his duly authorized attorney and delivered to the Secretary of the Association.

SECTION 7. WAIVER OF NOTICE: Notice of meetings where required may be waived by the affirmative vote of fifty-one percent (51%) of all members of the Association.

SECTION 8. PETITIONS:(added September 13, 2004) Petitions submitted to the Board by 20 percent of the voting interests will be taken up by the board at its next regular board meeting or at a special meeting of the board, but not later than 60 days after receipt of the petition. A 14 day notice of the meeting at which the petition will be addressed shall be given to all the members. Each member shall have the right to speak for at least 3 minutes on each matter placed on the agenda by petition, provided that the member signs the sign-up sheet, if one is provided, or submits a written request to speak prior to the meeting. Other than addressing the petitioned item at the meeting, the board is not obligated to take any other action requested by the petition.

ARTICLE II

DIRECTORS

SECTION 1. DIRECTORS AND THEIR TERM OF OFFICE (amended January 20, 2009 and take effect January 19, 2010): The Board of Directors shall consist of five (5) persons and they shall be elected for two-year terms. Directors shall be elected at an annual meeting and shall hold office until their successors are elected or appointed, and have qualified. Co-owners of a unit may not serve as members of the Board of Directors at the same time.

SECTION 2. DUTIES: The Board of Directors shall have general supervision of the affairs of the Association between its business meetings, fix the hour and place of meetings, make recommendations to the membership, and perform such other duties as are specified in these Bylaws. The Board shall be subject to the majority votes of the Association and none of its acts shall conflict with actions taken by the Association.

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SECTION 3. REGULAR MEETINGS OF DIRECTORS: Regular meetings of the Board of Directors may be held at any place or places within Citrus County, State of Florida, on such days and at such hours as the Board of Directors may, by resolution, appoint.

SECTION 4. SPECIAL MEETINGS OF DIRECTORS: Special meetings of the Board of Directors may be called at any time by the President or by any three (3) members of the Board and may be held at any place or places within Citrus County, State of Florida at any time.

SECTION 5. NOTICE OF REGULAR MEETINGS OF DIRECTORS: (amended September 13, 2004) Notice of meetings shall be posted in a conspicuous place on the Association property at least 48 hours in advance, except in an emergency. Written notice of any meeting at which special assessments will be considered or at which rules that regulate the use of parcels in the community may be adopted, amended, or revoked must be mailed to the members and parcel owners not less than 14 days before the meeting. A written notice concerning changes to the rules that regulate the use of parcels in the community must include a statement that changes to the rules regarding the use of parcels will be considered at the meeting.

SECTION 6. NOTICE OF SPECIAL MEETINGS OF DIRECTORS: Notice of each special meeting of the Board of Directors, stating the time, place and purpose or purposes thereof, shall be given by the President or by the Secretary or by any three (3) members of the Board to each member of the Board not less than three (3) days in advance by mail or one (1) day in advance by telephone or telegraph. Special meetings of the Board of Directors may also be held at any place and time without notice, by unanimous consent of all the members or provided all the members are present at such meeting.

SECTION 7. QUORUM: At any meeting of the Board of Directors, a majority of the whole Board shall constitute a quorum.

SECTION 8. COMPENSATION: The Directors, as such, shall not receive any stated salaries for their services, nor shall they receive any compensation for expenses of attendance at each regular or special meeting of the Board.

ARTICLE III

OFFICERS

SECTION 1. OFFICERS ENUMERATED: (amended January 15, 2002 and take effect January 21, 2003) The officers of the Association shall be a President, one or more Vice-Presidents, a Secretary, and a Treasurer, all of whom shall be elected annually by the Board of Directors at their first meeting held after the annual meeting of members. The officers of the Association shall be elected from among the Directors.

SECTION 2. TERM OF OFFICE: (amended January 15, 2002): The officers of the Association shall be elected for a term ending upon the date of the next annual meeting of the Board of Directors, but shall hold office until their successors are elected and have qualified. The officers shall be elected by a majority vote of the Board of Directors and the election for officers may be by secret ballot.

SECTION 3. THE PRESIDENT (amended January 15, 2002, January 9, 2012) The President is Chief Executive Officer of the Association and is traditionally vested with all the powers generally

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given to the chief executive officer of a corporation. The President will execute contracts and other documents in the name of the association as its agent. When signing documents, the President should indicate the capacity in which he or she is signing to avoid any personal liability. The President shall have general charge of the day-to-day administration of the association and has the authority to authorize specific actions in furtherance of the Board's policies. Notwithstanding the foregoing, the President shall not have authority to execute any contract exceeding \$300.00 in value without prior Board approval. The President will preside at all meetings of the Board of Directors and the membership. The President is ex officio member of all committees except the Nominating Committee.

SECTION 4. THE VICE PRESIDENT (added January 15, 2002) The Vice President, and each Vice President if there be more than one, shall have such powers and perform such duties as usually pertains to such office or as are properly required of him by the Board of Directors. In the absence or disability of the President, the Vice Presidents, in the order of their seniority, shall perform the duties and exercise the powers of the President.

SECTION 5. THE SECRETARY (added January 15, 2002, amended December 5, 2007): The Secretary is responsible for preparing notice of all meetings of the board and the membership. The Secretary is the recording officer of the Association and is the custodian of the records. The records will be physically located and maintained in Parkside Village on the premises of a full time resident owner. The Secretary keeps accurate minutes of all meetings, and signs the minutes and other documents as required. The minutes of the meetings are a record of what actually took place in the meetings, not what was said by the members.

SECTION 6. THE TREASURER (added January 15, 2002, amended December 5, 2007): The Treasurer is the custodian of the funds, securities and financial records of the Association. The records will be physically located and maintained in Parkside Village on the premises of a full time resident owner. The Treasurer is responsible for the financial records of the association being maintained properly in accordance with good accounting practices. The Treasurer's report is not adopted or approved in meetings. The Report of the Audit Committee shall be the only financial report adopted by the association. The Treasurer is responsible for the development of the proposed annual budget and for preparing and giving monthly financial reports to the Board of Directors and for preparing and giving the annual financial reports to the membership.

SECTION 7. QUALIFICATION OF OFFICERS AND DIRECTORS (amended January 9, 2012): An officer of the Association shall be a qualified member, or the spouse of such member, and shall be able to be physically present at meetings not less than nine months during the fiscal year. In the event that any Officer or Director shall miss three or more meetings in a calendar year or shall be more than 90 days in arrears on monthly maintenance assessments or other financial obligations to the Association, such Officer or Director shall be deemed to have abandoned the office and the vacancy created by such abandonment shall be filled as set forth in Article III, Section 8 below.

SECTION 8. VACANCIES: Any office may be created and filled, and vacancies in offices may be filled, with qualified members only, at any meeting of the Board of Directors. Each officer shall hold office until his successor shall have been duly elected and shall have qualified.

SECTION 9. **VOTING:** In the event that only one candidate is nominated for any office, the balloting procedure may be suspended and the nominee may be elected by one (1) vote cast by the President or the Secretary.

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SECTION 10. MULTIPLE OFFICES: (added January 20, 2009) The same person may hold the offices of secretary and treasurer. No person may simultaneously hold more than one of the other offices, except in the case of special offices created pursuant to Article III, Section 8 of these bylaws.

ARTICLE IV

MEMBERSHIP

SECTION 1. MEMBERS: The membership of this Association shall be limited to the person or entity for the time being and their heirs, successors or assigns which hold the fee simple title, or their spouses, or the person or entity who have entered into an agreement to purchase a dwelling located in Parkside Village, or their spouses.

SECTION 2. MONTHLY FEE: (amended February 11, 2002) A monthly fee shall be imposed on all property owners to cover the cost of operation of the Association, including the maintenance, repair and improvement of exterior of buildings, lamp posts, and all roads and grounds in Parkside Village as specified in the Bylaws or Declaration of Restrictions, including the establishment of a contingency fund to cover emergencies and anticipated future requirements. Such fee shall be budgeted, determined and set by the Board of Directors.

SECTION 3. VOTING: Each member thereof shall be entitled to one (1) vote for each tract thereof.

When interest in the property is in the joint tenants, or tenants in common, the votes for such property shall be exercised as they, among themselves, determine, but in no event shall more than one (1) vote per dwelling be cast.

SECTION 4. QUALIFICATION OF MEMBERS: All members have voting rights in this Association, and there will be no qualification for membership herein other than to be owner, or spouse of the owner, of the fee simple title of lands restricted as aforesaid, or persons or entities who have executed an Agreement to Purchase the lands, or the spouses of same.

ARTICLE V

FINANCES

SECTION 1. FINANCES: (amended January 9, 2012) The funds of the Association shall be deposited in its name with such bank or banks, trust company or trust companies, as the Board of Directors may from time to time designate. All checks, notes, drafts, and other negotiable instruments of the Association shall be signed by such officer or officers, agent or agents, employee or employees, as the Board of Directors may, from time to time, by resolution, determine. No officers, agents, or employees of the Association, either singularly or together shall have power to make any check, note, draft or other negotiable instrument in the name of the Association or to bind the Association thereby, except as in this Article provided. There shall be an independent audit performed on the financial records of the Association after each calendar year and prior to the annual meeting.

ARTICLE VI

CORPORATE SEAL

SECTION 1. FORM OF SEAL: The seal of the Association shall be circular in form, with the name of the Association in the outer circle and "Incorporated 1983-Florida" in the inner circle, and the seal impressed on the margin hereof is adopted as the corporate seal of the Association. (Seal not shown in this copy.)

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ARTICLE VII

FISCAL YEAR

SECTION 1. FISCAL YEAR (amended December 27, 2001): The fiscal year of the Association shall be the calendar year.

ARTICLE VIII

COMMITTEES

SECTION 1. COMMITTEES: The Board may create special committees to which it may delegate responsibilities related to carrying out the duties of the Association. Committee members must also be members of the Association.

SECTION 2. NOMINATING COMMITTEE: (added January 20, 2009) The nominating committee shall consist of a chairman who shall be a member of the Board of Directors and two or more members of the Association. The nominating committee shall be appointed by the Board of Directors at least three (3) months before each annual meeting to serve for such meeting. The nominating committee shall present to the Board of Directors at the December Board meeting as many nominations for election to the Board of Directors as it has obtained. If the committee does not have enough nominees to fill the vacancies, the Board of Directors shall vote to reduce the size of the upcoming Board of Directors to a small odd number, but no less than three (3), so that there shall be at least enough candidates to fill the vacancies.

ARTICLE IX

AMENDMENTS

SECTION 1. AMENDMENTS BY MEMBERS: (amended November 18,1999, February 11, 2002 & September 13, 2004) (a) These Bylaws may be amended at any regular or special meeting called for this purpose, by the affirmative vote cast by the majority of members qualified to vote, represented either in person or by limited proxy, at any regular or special meeting of the members. Notice of such meeting must be mailed to all members at least fourteen (14) days in advance of meeting and the nature of these amendments must be stated.

(b) By-Laws adopted by the Board of Directors or by the members may be repealed or changed, and the members may adopt new by-laws. The by-laws may contain any provisions for the regulation and management of the affairs of the Association not inconsistent with the law or the Articles of Incorporation.

SECTION 2. AMENDMENT BY DIRECTORS: These Bylaws may also be amended by two-thirds (2/3) consent of the entire Board of Directors, expressed in writing, or at any regular or special meeting of the Board of Directors where such proposed action has been incorporated in the notice of the meeting.

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ARTICLE X

INSURANCE & LICENSES

SECTION 1. LICENSES: The sub-contractor/contractor must hold the proper competency licenses as required by the State of Florida and a license issued by Citrus County, State of Florida. A copy of these licenses must be up-dated as required, and filed with the Secretary of the Association.

SECTION 2. INSURANCE: The licensee must carry a minimum of Fifty Thousand Dollars (\$50,000.00) in sub-contractors/contractors and auto/truck liability insurance naming the Parkside Village Property Owners Association, Inc. on a certificate of insurance issued by the licensee's insurance company and filed with the Secretary of the Association.

ARTICLE XI

PARLIAMENTARY AUTHORITY

SECTION 1. RULES: The rules contained in the current edition of ROBERT'S
RULES OF ORDER shall govern the Association in all cases to which they are applicable and in which they are not inconsistent with these Bylaws, any special rules of order the Association may adopt, and any statutes applicable to this Association.

ARTICLE XII

REMOVAL OF OFFICERS, MEMBERS OF THE BOARD OF DIRECTORS, AND MEMBERS OF COMMITTEES

SECTION 1. REMOVAL BY MEMBERS: Any officer, member of the Board of Directors, or member of any committee elected by the Association may be removed from office, with or without cause, by the affirmative vote cast by a majority of members qualified to vote at any regular or special meeting called for such purposes.

SECTION 2. REMOVAL BY DIRECTORS: Any officer, member of the Board of Directors or member of any committee elected or appointed by the Board of Directors may be removed from office, with or without cause, by the affirmative vote cast by two-thirds (2/3) of the Board members.

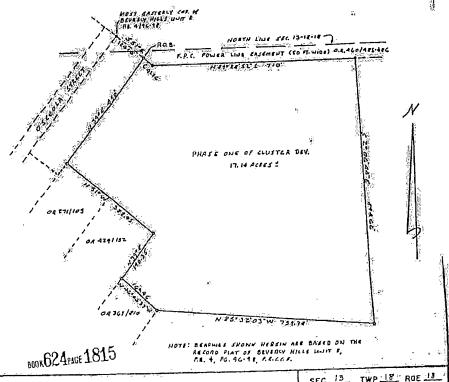
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A PLAT FOR PLAN-CO., INC.

Exhibit A

Ommence at the most Easterly corner of Deverly Hills Unit No. 2, as recorded in Plat Dook
4, pages 96-98, public records of Citrus County, Florida, said point being on the centerline
of a 50 foot wide Florida Power Corporation power line easement as described in Deed recorded
in Official Record Book 160, pages 485-486, public records of Citrus County, Florida, thence
S 51° E along a Southeasterly projection of the Northeasterly line of said Every Hills
Unit No. 2 and along said centerline and along a Southeasterly projection thereof a distance
of 124.60 feet to the Point of Degliming, thence continue 5 51° E along said Southeasterly
projection a distance of 41.36 feet to a point on the South right-of-way line of said Florida
projection a distance of 41.36 feet to a point on the South right-of-way line of said Florida
projection a distance of 11.36 feet to a point on the South Renge 18 East, thence N 89°28'
angles to the North line of Section 13, Township 18 South, Range 18 East, thence N 89°28'
angles to the North line of Section 13, Township 18 South, Range 18 East, thence N 89°28'
commen of Lands described in deed recorded in Official Record Book 365, page 816, public
records of Citrus County, Florida, thence N 85°32'03" W 759.78 feet to the most Easterly
ine of said lands a distance of 169.46 feet to the most Northerly corner of said lands, said point also
being the most Southerly corner of lands described in deed recorded in Official Record Book
424, page 152, public records of Citrus County, Florida, thence N 39° E along the Northeasterly line of said lands a distance of 190.35 feet to the most Easterly corner of said lands
thence N 51° W along the Northeasterly line of said lands and along the Northeasterly line
of lands described in Official Record Book 271, page 103, public records of Citrus County,
Florida, a distance of 302.45 feet to the most Northerly comer of lands described in said
Official Record Book 271, pages 103, thence N 39° E along a Northeasterly projection of the
Northwesterly line of sai



HENIGAR & RAY ENGINEERING ASSOCIATES, INC.

CONSULTING ENGINEERS LAND SURVEYORS LAND PLANNERS
640 EAST HWY.44, CRYSTAL RIVER, FLORIDA 32629

TELEPHONE: (904) 795-6351

SEC 13 TWP 18 ROE 18

DATE: 11-23-P2

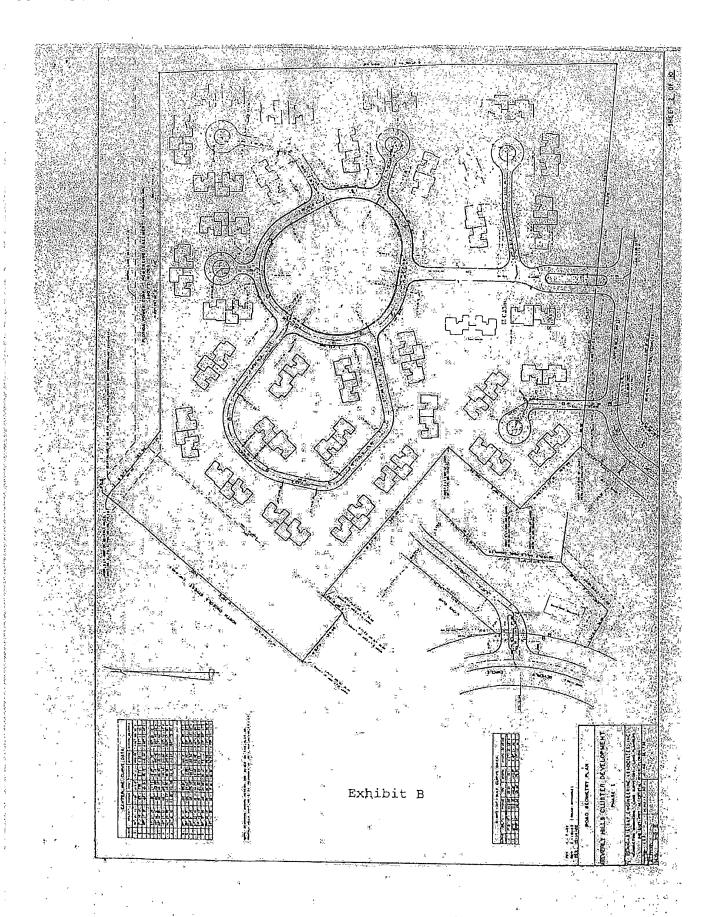
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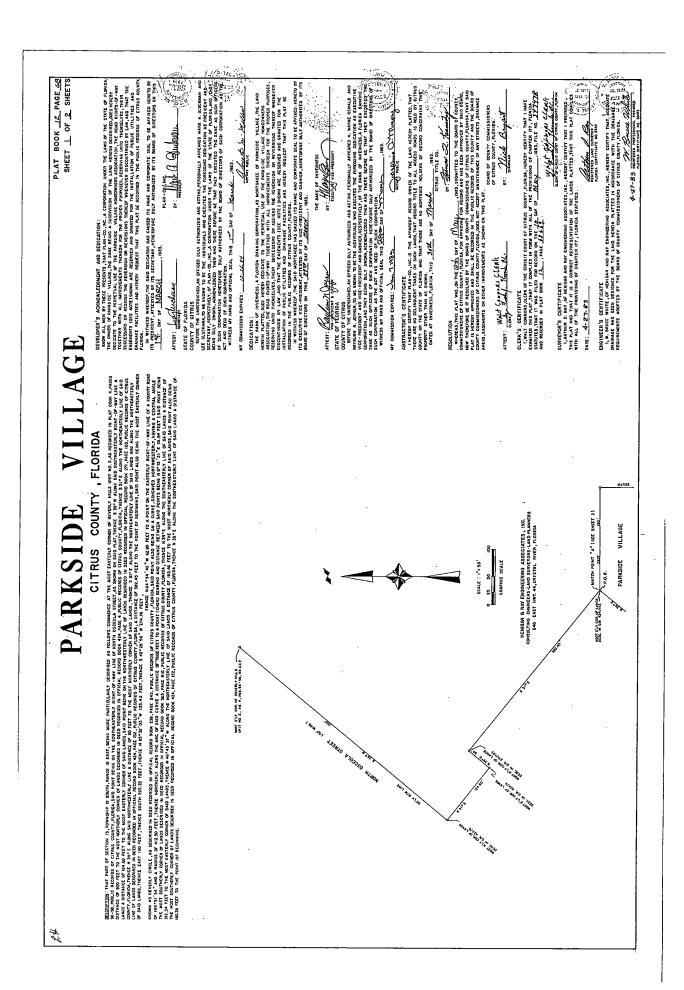
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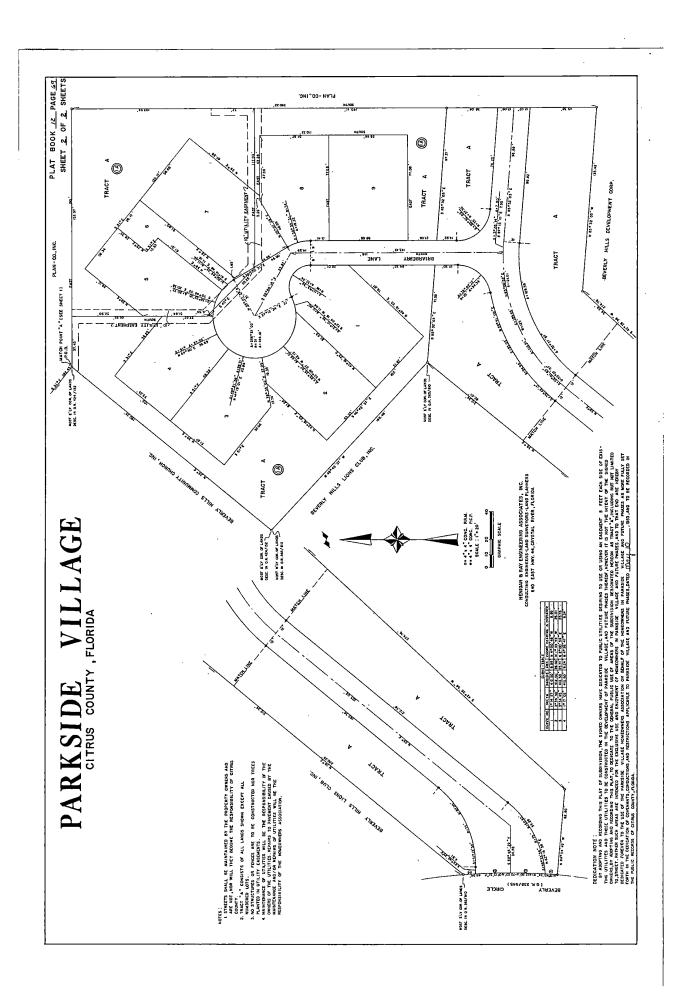
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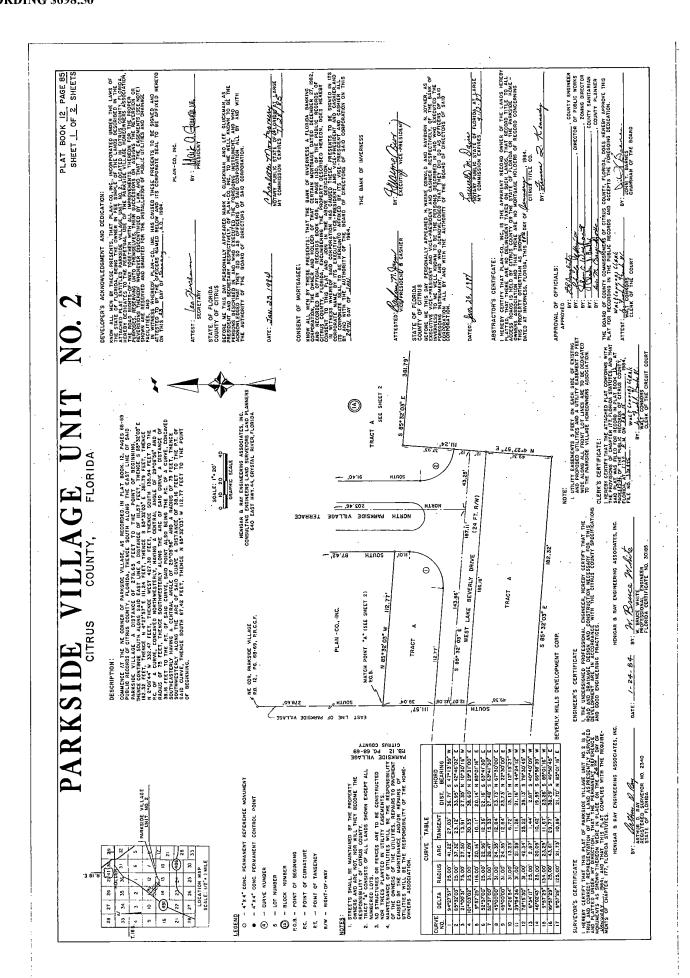


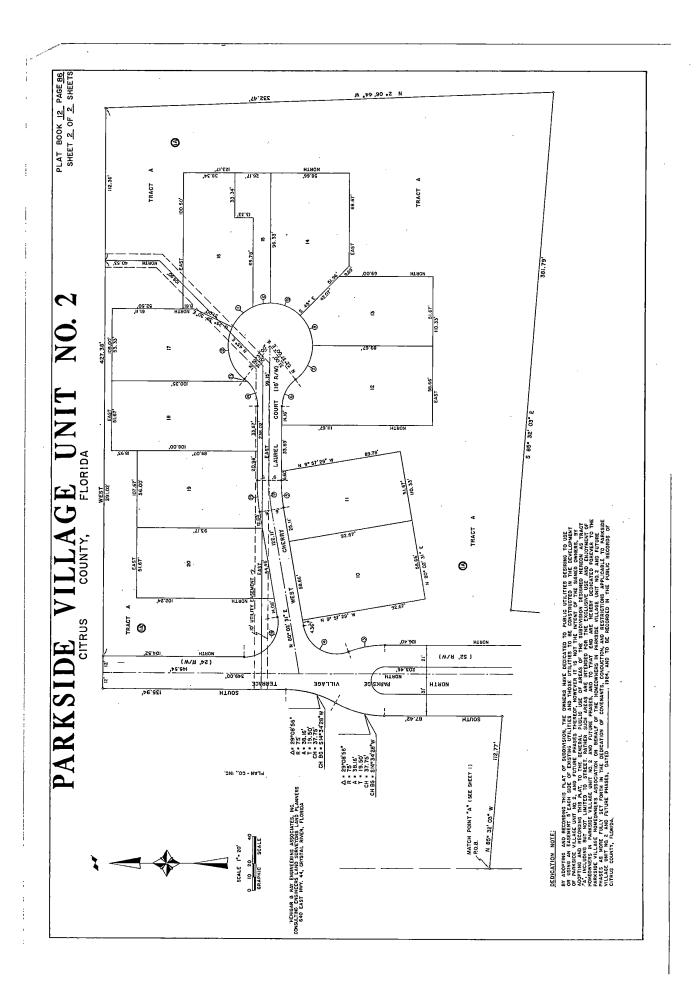
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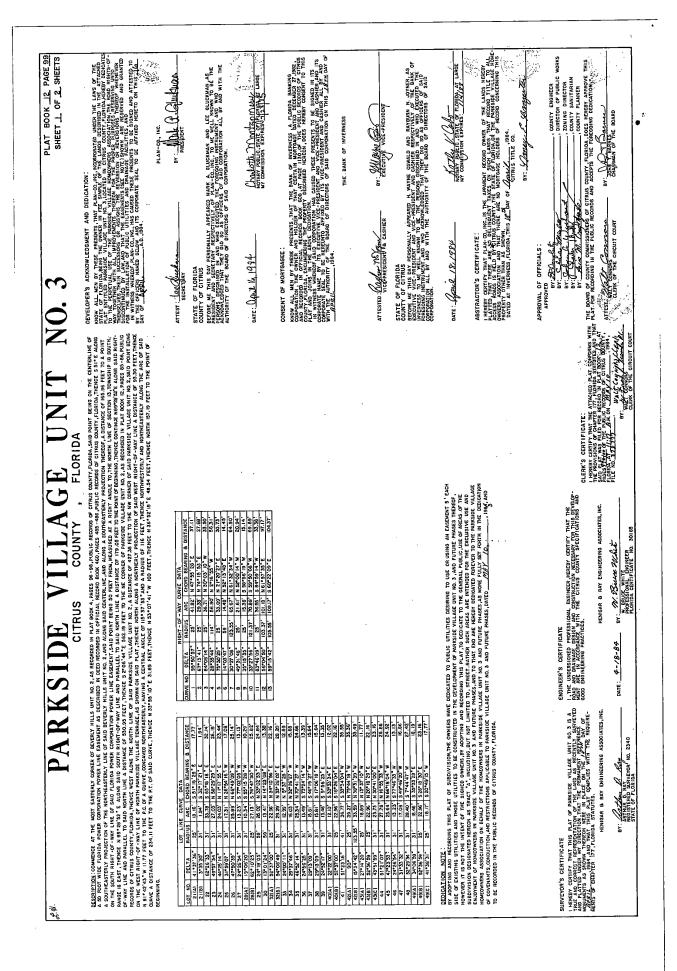


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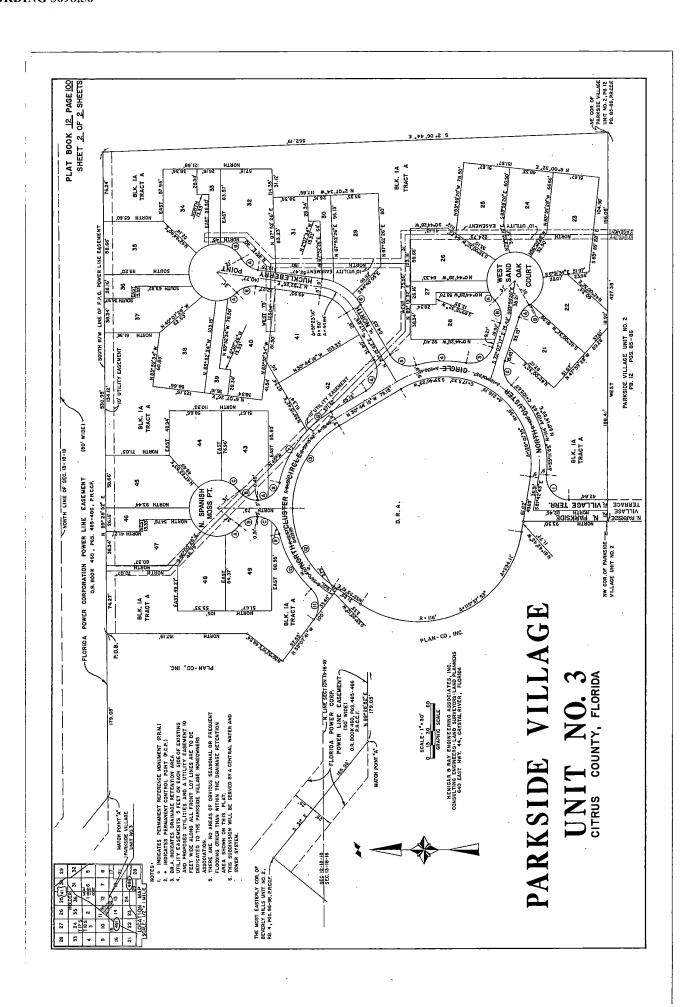


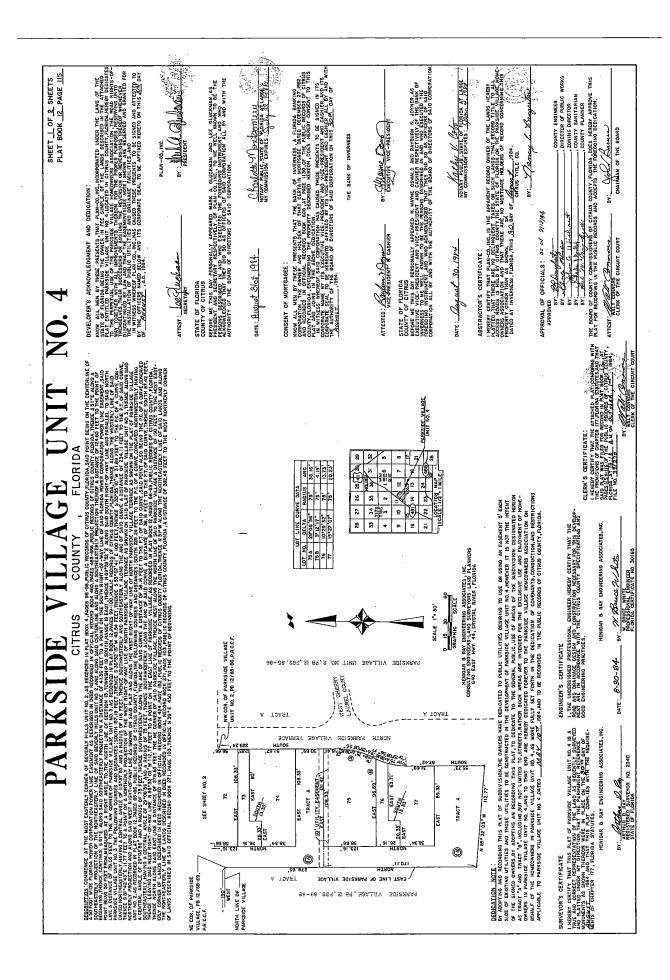


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