

**Amended and Restated
Declaration of Restrictions
of
PARKSIDE VILLAGE**

This Amended and Restated Declaration of Restrictions for PARKSIDE VILLAGE is created this 9th day of February, 2016 by PARKSIDE VILLAGE PROPERTY OWNERS' ASSOCIATION, INC., a Florida not-for-profit corporation, and the members thereof.

WITNESSETH:

WHEREAS, Parkside Village Subdivision was originally developed by PLAN-CO, INC., a Florida corporation, ("Developer"); and,

WHEREAS, Parkside Village consists of the following described real property:

All of those certain lands shown on the recorded plat, thereof, recorded in Plat Book 12, Page 68; Plat Book 12, Page 85; Plat Book 12, Page 99; and Plat Book 12, Page 1115, of the Public Records of Citrus County, Florida, and,

See legal description attached as Exhibit "A."

WHEREAS, Developer recorded the Declaration of Restrictions for Parkside Village, ("Restrictions"), in Official Record Book 624, Page 1799-1815, in Citrus County, Florida; and,

WHEREAS, pursuant to the Restrictions, Parkside Village Property Owners' Association, Inc., ("Association"), was formed; and,

WHEREAS, subsequent to the original recording of the Restrictions, the Restrictions have been amended several times, including amended Restrictions described in Official Records Book 630, Page 238-239; Book 967, Page 916-918; Book 1065, Page 138; Book 1310, Page 918-919; Book 1404, Page 1408-1411; Book 1417, Page 776; Book 1809, Page 1495-1497; Book 2087, Page 2106; Book 2266, Page 434; Book 2336, Page 268; Book 2459, Page 874; and, Book 2532, Page 281.

WHEREAS, developer no longer holds title to any property within Parkside Village, and,

WHEREAS, the Association, through its members, desires to amend and restate the Restrictions, and,

WHEREAS, these Restrictions were adopted by no less than a fifty-one (51%) percent vote of the membership, and,

WHEREAS, it is the Association's intention that the lands aforesaid be continued subject to the Restrictions.

Official Records Citrus County FL
Angela Vick, Clerk of the Circuit Court & Comptroller
#2016014022 BK: 2748 PG: 1135
3/30/2016 3:35 PM 1 Receipt: 2016012404
RECORDING \$180.00

NOW THEREFORE, the Association declares that the aforesaid lands are held and shall be conveyed subject to the following restrictions, which shall run with the land.

The following words and terms, when used in these Restrictions and amendments thereto, (unless the content shall prohibit or clearly indicate otherwise), shall have the following meanings:

- (a) "Articles of Incorporation" shall mean and refer to the Articles of Incorporation of the Association, as same may be amended from time to time.
- (b) "Association" shall mean and refer to PARKSIDE VILLAGE PROPERTY OWNERS' ASSOCIATION, INC., a Florida not-for-profit corporation, together with its successors, and assigns.
- (c) "Board" shall mean and refer to the Board of Directors of the Parkside Village Property Owners' Association, Inc.
- (d) "Building" shall mean and refer to a structure erected on the Land and any Units contained within such structure.
- (e) "Bylaws" shall mean and refer to the Bylaws of the Association, as same may be amended from time to time.
- (f) "Common Area" shall mean all of that property owned by the Association for the common use and enjoyment of members of the Association, which shall include, but not be limited to, all open space, recreation areas, drainage and detention and retention ponds, roads, streets, curbs, storm sewers, entrance area, and lights as described on the plat and deeds recorded in the public records of Citrus County, Florida.
- (g) "Developer" shall refer to PLAN-CO, Inc., a Florida corporation.
- (h) "Dwelling" shall mean and refer to a single family attached residence located on a Lot.
- (i) "Land" shall mean all real property within the Parkside Village Subdivision.
- (j) "Lot" shall mean and refer to each of the dwelling areas or parcels of the land, which were conveyed by separate deed from the Developer to an Owner and constituting an integral unit of land suitable for use as a dwelling unit.
- (k) "Owner" shall mean and refer to the record Owner, whether one or more persons or entities of the fee simple title to any Lot.
- (l) "Residential Unit" shall mean any residential structure constructed upon a Lot.
- (m) "Utility" shall mean and refer to any public or private organization furnishing a service within Parkside Village Subdivision. Such services may include but are not limited to water, sewer, electricity, natural gas, telephone or television cable.

1. RESIDENTIAL USE and AGE RESTRICTION

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 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 collection boxes, 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 a driver's license, passport, birth certificate, or a sworn affidavit.

2. ASSOCIATION and COMMON AREAS

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" shall refer to each of the dwelling areas or parcels of the land which are hereafter conveyed by separate deed from one property owner to another property owner and constituting an integral unit of land suitable for use as dwelling site. 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. ROADWAYS, ACCESS WAYS and COMMON AREAS

(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 Association or its successors and grantees, if any. The Association grants 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 such 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, 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. MAINTENANCE RESPONSIBILITIES

(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 the owner's building plot in good repair and first class condition. Outside porch lights will be black in color and match existing yard light. Wooden decks will be painted charcoal gray.

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

(c) Repair of driveways is the responsibility of the Association; cleaning of the driveways is the property owner's responsibility.

5. DETACHED BUILDINGS

No detached building, as said term is defined herein, shall be erected or allowed to remain on any building plot. The term "detached building", 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 ground surface of the ground, and which is detached from the dwelling or to be located on each building plot.

6. OUTDOOR ORNAMENTS

No fence, wall, hedge, 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 prior written consent and approval of the Association. Without prior written consent of the Association, the Association shall have right to remove any unsightly or undesirable objects there from.

(a) 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.

7. ARCHITECTURAL APPROVAL

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 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 such plans and specifications, as finally approved by the Board, have been permanently lodged 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 building plans and specifications and lot grading and landscaping plans, the Association may take into consideration the suitability and desirability of the proposed construction 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 construction 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.

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 improvements at a later date. 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. Maintenance of any additions, alterations or changes made to the existing unit by the homeowner after original construction of the unit will become the responsibility of the homeowner.

8. VEHICULAR PARKING

No wheeled vehicles of any kind (motorized or non-motorized) 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 and/or pickup trucks 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, delivery and service vehicles 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 storage of boat trailers, boats, and other recreational vehicles may be terminated at any time by the Association without cause or liability.

9. AIR CONDITIONERS

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. UTILITY LINES

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. OTHER HOUSING

No trailer, camper, or outbuilding of any kind, even if permitted hereunder to be or remain on a building plot, shall at any time be used as a residence either temporarily or permanently.

12. SIGNS

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. 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.

13. AERIALS

Radio or television aerials or antennas and other exterior electronic or electronic 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.

14. GARBAGE

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. 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 at all times, at the option of the building plot owner, either within the residence 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.

15. MAILBOXES

No mailbox or paper box or other receptacles 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. Handicapped owners may attach a mail box to the residence in accordance with U.S. Post Office provisions and approval by the Board of 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.

16. ANIMALS

No animals, livestock or poultry of any kind shall be raised, bred or kept in any dwelling except that two (2) common household pets such as dogs, cats or birds, may be kept provided that they are not kept, bred or maintained for commercial purposes. All owners must pick up after their pets. All animals shall be maintained on a leash while outside the unit. No animals shall be allowed to run unsupervised at any time or disturb fellow lot owners with excessive barking or other noises.

17. NUISANCES

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.

18. OBSTRUCT GROUNDS MAINTENANCE

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.

19. WELLS

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.

20. SEWAGE SYSTEM

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 recreational area.

21. REPLATTING

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 re-designated (by deed or otherwise) only with the prior approval of the Association. The several covenants, restrictions, easements reservations and other matters herein set forth, in case any of said building plots shall be consolidated or re-designated as aforesaid, shall thereafter apply to the building plots as consolidated or re-designated instead of applying as originally designated in the deed from the Developer.

22. PRIVATE PROPERTY

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.

23. PUBLIC USE

It is not now contemplated that any portion of said land will be dedicated to Citrus County or Beverly Hills for any public use, and nothing contained in any of these restrictions shall imply or be deemed to imply any such intension. 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.

24. MAINTENANCE OF COMMON AREAS AND LOTS

The Association shall care for and maintain all lawn areas within said land including, but not limited to, lawns located on any lot, unit or parcel. Such maintenance shall consist only of mowing and edging the lawn and blowing off grass clippings from sidewalks and driveways adjacent to the respective lawns. Such maintenance will also include lawn pest and fungus control and fertilizing. Maintenance of the irrigation system shall be the sole responsibility of the Association. The Association shall keep each building plot and all common areas free of all grass, undergrowth, dead trees, dangerous dead tree limbs, weeds, trash, and rubbish, and shall keep all of said lands 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. 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 undesirable things and objects there from, and to do any other act and perform and furnish any labor necessary or desirable in its judgment to maintain the land and every part and parcel thereof in a neat and attractive condition. No building plot owner, tenant or invitee shall maintain, improve or alter the common area.

25. ASSESSMENTS

Section 1 (a) Each and every building plot within said land is hereby subjected to a 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 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 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.

(b) Such monthly maintenance assessments shall be assessed equally and shall be uniform in dollar amount among all building plots owned by building plot owners.

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

(1) To pay all operating expense of the Association of any kind or type including, without limitation, the costs of any and all insurance coverage 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 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 fixing 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 Association owned common areas and the acquisition, maintenance, repair 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 or apportion the funds or expenditures there from between the various purposes specified in this Paragraph 25, and the judgment of the Association in the expenditures 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 not invested, and may reserve such portions of the funds as the Association determines advisable for expenditure in years following the year for which the annual maintenance assessment was assessed. 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 cash inflows may include estimated earnings from investment of principal. No balloon payments shall be included in the funding formula.

(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 secured by a lien upon such building plot and all improvements thereon. Said lien shall attach annually as hereinafter 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 assessments or the lien therefore, the Association shall be entitled to recover from the owner or owners of such building plots all costs, including reasonable attorneys' fees, incurred in and about such collection or proceedings, and all such costs shall be secured by such lien.

(c) The Association has the right to place a lien on each building plot to secure the payment of assessments and other amounts provided by this section, according to Florida Statute 720.3085.

(d) The Association at all times shall maintain a register setting forth the names and mailing addresses of all of the building plot owners.

In the event of the sale or transfer 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 the books and records at the expense of the mortgagee.

26. RIGHT OF REMOVAL

Whenever there shall have been or there shall exist on any building plot any structure, building, thing, or any condition which is in violation of these restrictions, the Association 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 Association on demand, and such entry and abatement and removal shall not be deemed trespass or make the Association liable in any way for any damage on account thereof.

27. ASSOCIATION APPROVAL

Wherever in these restrictions the consent or approval 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 event the Association 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.

28. TRANSFER OF PRIVILEGES

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 and all rights, powers, privileges, authorities, and reservations given to Association by any part or paragraph of the restrictions. If at any time thereafter 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 confirming any rights, powers, privileges, authorities, or reservations said owners (as owners) except in the event aforesaid.

29. AMENDMENTS BY THE ASSOCIATION

The Association shall have the sole right:

(a) to amend these restrictions other than those contained in Paragraph 25, but all such amendments shall conform to the general purpose 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 therein;

(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 Association, in its sole judgment, determines such violation to be a minor or insubstantial violation.

30. AMENDMENTS WITH OWNERS CONSENT

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 restrictions and any parts hereof in any other respects.

31. IMPOSE RESTRICTIONS

No building plot owner, without the prior written approval of the Association, may impose any additional restrictions on any part of said land.

32. ENFORCEMENT

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) 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.

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 attempts 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 a 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 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

later than 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 twenty (20) days of a request therefore.

The committee member 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 intent to impose a fine and not upon confirmation of the validity of the fine. If the committee, by majority vote, does not approve a proposed fine, it may not be imposed. Service of the committee decision shall be made within three (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 (3) 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 therefore, the Association shall be entitled to receive 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 hereafter as to the same breach or violation, or as to any other breach or violation thereof occurring prior or subsequent thereto.

33. INVALIDATION

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.

34. RENTAL PROVISION

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 no 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.

35. EXTERIOR CHANGES

In addition to the restrictions to modifying the exterior appearance of any building or structure as specified in restriction number 7 herein, front porches, entry areas, kitchen gardens, are not permitted to be screened in, or enclosed in any manner. Garage screen doors will be consistent in color to the attached units of a building. Special exceptions may be granted as specified in restriction number 7.

36. CASUALTY INSURANCE

(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 may be required to satisfy the Board of Directors that such coverage is in full force and effect.

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.

(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.

37. TERMINATION

Paragraphs numbered 1 through 36 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 periods, 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 in the office of the Clerk of the Circuit Court of Citrus County, Florida, 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, waive, or extinguished in whole or in part pursuant to the provision 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.

38. PARAGRAPH HEADINGS

The paragraph headings contained in this Declaration of Restrictions are for reference purposes only and shall not in any way affect the meaning, content, or interpretation thereof.

**ADOPTED AMENDMENTS TO THE AMENDED AND RESTATED DECLARATION OF
RESTRICTIONS OF PARKSIDE VILLAGE**

1. Adopted amendment to Paragraph 16 of the Amended and Restated Declaration of Restrictions of Parkside Village (the "Declaration"), to read as follows:

16. ANIMALS

No animals, livestock or poultry of any kind shall be raised, bred or kept in any dwelling except that two (2) common household pets such as dogs, cats or birds, may be kept provided that they are not kept, bred or maintained for commercial purposes. All owners must pick up after their pets. All animals shall be maintained on a leash and under the control of the animal's owner while outside the unit. No animals shall be allowed to run unsupervised at any time or disturb fellow lot owners with excessive barking or other noises. Any animal who violates these restrictions, or who engages in aggressive behavior towards other animals or residents in the community (including but not limited to biting), is subject to permanent removal from the community, upon written demand by the Board of Directors.

2. Adopted amendment to Paragraph 24 of the Declaration, to read as follows:

24. MAINTENANCE OF COMMON AREAS AND LOTS

The Association shall care for and maintain all lawn areas within said land including, but not limited to, lawns located on any lot, unit or parcel. . . . 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 undesirable things and objects there from, and to do any other act and perform and furnish any labor necessary or desirable in its judgment to maintain the land and every part and parcel thereof in a neat and attractive condition. No building plot owner, tenant or invitee shall maintain, improve or alter the common area. In the event any damage is caused to the common area or lawns due to the negligence or intentional action of a building plot owner, or a tenant, occupant, guest, licensee or invitee thereof (including by way of example but not limited to, if a vehicle that is parked on the grass causes damage to the irrigation system and/or the grass), such damage shall be repaired at the cost and expense of the building plot owner. The cost and expense for repairing such damage shall be secured by a Lien for Charges. Such Lien for Charges is a common law and contractual lien which the Association incurs in regard to a building plot owner and which is not otherwise secured by the statutory lien for common expenses. The Lien for Charges shall be of equal priority to, shall accrue interest and late fees, and shall be foreclosed in the same manner as the common expense lien, including the right to recover attorney's fees, costs and expenses of collection.

PLEASE NOTE: NEW LANGUAGE INDICATED BY UNDERLINING; UNAFFECTED TEXT INDICATED BY "..."

Revision made 11/8/2017 due to administrative filing error