

**PARKSIDE  
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

**THIS DECLARATION**, made this 19<sup>th</sup> day of July 2004, K. Hovnanian Windward Homes, L.L.C., a Florida limited liability company, hereinafter referred to as "**DECLARANT**".

**WITNESSETH:**

**WHEREAS, DECLARANT** are the Owners of the real property described in Article II of this Declaration and desire to create thereon an exclusive community to be named Parkside; and

**WHEREAS, DECLARANT** desire to insure the attractiveness of the individual Lots and are providing the Parkside playground for the exclusive use of its residents; and other community facilities within Parkside and to prevent any future impairment thereof, to prevent nuisances, to preserve, protect and enhance the values and amenities of the said property and to provide for the maintenance of Common Areas and other community facilities, and, to this end, desire to subject the real property described in Article II together with such additions as may hereafter be made thereto (as provided in Article II) to the covenants, conditions, restrictions, easements, charges and liens, hereinafter set forth, each and all of which is and are for the benefit of said property and each Owner thereof; and

**WHEREAS, DECLARANT** have deemed it desirable, for the efficient preservation, protection and enhancement of the values and amenities in Parkside and to insure the residents' enjoyment of the specific rights, privileges and easements in the community properties and facilities, to create an organization to which should be delegated and assigned the powers of owning, maintaining and administering all common and community properties and facilities and administering and enforcing the covenants and restrictions and collecting and disbursing the assessments and charges hereinafter created; and

**WHEREAS, DECLARANT** will incorporate under the laws of the State of Florida, as a non-profit corporation, PARKSIDE PROPERTY OWNERS ASSOCIATION, INC., for the purpose of exercising the functions aforesaid within Parkside.

**NOW, THEREFORE, THE DECLARANT** declare that the real property described in Article II, and such additions thereto as may hereafter be made pursuant to Article II hereof, is and shall be held, transferred, sold, conveyed and occupied subject to the covenants, conditions, restrictions, easements, charges and liens (sometimes referred to as "covenants and restrictions") hereinafter set forth.

## ARTICLE I

### DEFINITIONS

**Section 1.** The following words when used in this Declaration or any Supplemental Declaration (unless the context shall prohibit) shall have the following meanings:

1. "Articles of Incorporation" shall mean and refer to the Articles of Incorporation of Parkside Property Owners Association, Inc., all exhibits which are attached thereto and made a part thereof, and shall include such amendments, if any, as may be adopted from time to time pursuant to the terms thereof.
2. "Association" shall mean and refer to Parkside Property Owners Association, Inc.
3. "Board of Directors" when referred to herein shall mean the Board of Directors of Parkside Property Owners Association, Inc.
4. "Builder" shall mean any person or entity that purchases a Lot from Developer for the purpose of constructing one or more Homes.
5. "Bylaws" shall mean and refer to the Bylaws of Parkside Property Owners Association, Inc., all exhibits and Rules and Regulations which are attached thereto and made a part thereof, and shall include such amendments, if any, as may be adopted from time to time pursuant to the terms thereof.
6. "Central Irrigation System" shall mean a community irrigation system, supplying water for irrigation of each Lot and Common Areas within Parkside, but not including the separate Lot Irrigation Systems of the Lot Owners on their respective Lots.
7. "Committee" when referred to herein shall mean the Architectural Control Committee provided for in Article VI hereof.
8. "Common Area/Community Property" shall mean all real property, including improvements thereto, owned or areas of easement held in favor of the Association or administered thereto by the Association for the common use and enjoyment of the members of the Association. The Common Areas may include streets, parking areas, walkways and parking areas, landscaped areas outside the Lots, swimming pool(s), cabanas, playground(s), Central Irrigation System, community structures, etc., if the same are constructed, and any and all lakes, ponds, or retention areas contained in the Property. Common Area(s) may sometimes be called or referred to as Community Property.
9. "Common Improvements" - those lands or improvements erected thereon as donated or constructed by the Developer and/or Association for the enhancement and protection of The Property or to meet the governmental requirements placed on The Property.
10. "Community Completion Date" shall mean the date upon which all Homes in Parkside, as ultimately planned and as fully developed, have been conveyed by Declarant and/or Builder to Owners.
11. "Data Transmission Services" shall mean (i) internet access services and (ii) enhanced services as defined in Section 64.702 of Title 47 of the Code of Federal Regulations, as amended from time to time, and without regard to whether the transmission facilities are used in interstate commerce.

12. "Declarant" shall mean and refer to K. Hovnanian Windward Homes, L.L.C., its agents, successors and assigns, or such other company that undertakes to develop real estate in Parkside under an agreement with the Owner of the land. The DECLARANT may sometimes be called or referred to as "Developer".
13. "Developer" shall mean K. Hovnanian Windward Homes, L.L.C. or other third party responsible for the subdivision and improvements of the lands.
14. "Dwelling Unit" shall mean and refer to all private residential units constructed on a Lot within Parkside. May sometimes be referred to as "Dwelling" or "Unit" or "Home" or "Homes".
15. "General Plan of Development" shall mean and refer to all recorded plats for particular areas of Parkside.
16. "Home" or "Homes" shall mean a residential home and appurtenances thereto constructed on a Lot within Parkside. The term Home may not reflect the same division of property as reflected on a Plat. A Home shall be deemed created and have perpetual existence upon the issuance of a final or temporary Certificate of Completion for such residence; provided, however, the subsequent loss of such Certificate of Completion (e.g., by casualty or remodeling) shall not affect the status of a Home, or the obligation of Owner to pay Assessments with respect to such Home. The term "Home" includes any interest in land, improvements, or other property appurtenant to the Home.
17. The term "institutional first mortgage" shall mean a mortgage made by a bank, or a savings and loan association, or an insurance company, or a pension fund, or a real estate trust, or other private or governmental agency or institution which is engaged in the business of mortgage financing, which is a first and prior mortgage encumbering a Residence.
18. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision plat of the Property for the construction of a residence, with the exception of the Common Area(s), together with all improvements situated thereon from time to time. A Lot may also be referred to as "Unit" when developed.
19. "Member" shall mean and refer to members of the Parkside Property Owners Association, Inc.
20. "Owner" shall mean and refer to the record Owner, whether one or more persons or entities, of the fee simple title to any residential Dwelling Unit or Lot situated within Parkside but shall not include mortgages.
21. "Parkside" shall mean and refer to all existing properties and additions thereto, as are subject to this Declaration and any Supplemental Declaration under the provision of Article II hereof.
22. "Residence" shall mean and refer to a private family dwelling located upon a Lot.
23. The term "surface water management system facilities" shall mean and include, but are not limited to: all inlets, ditches, swales, culverts, water control structures, retention and detention areas, ponds, lakes floodplain compensation areas, wetlands and any associated buffer areas, and wetland mitigation areas.

24. "Telecommunications Provider" shall mean any party contracting with Association to provide Owners with one or more Telecommunications Services. Declarant may be a Telecommunications Provider. With respect to any particular Telecommunications Services, there may be one or more Telecommunications Providers. By way of example, with respect to Multichannel Video Programming Service, one Telecommunications Provider may provide Association such service while another may own, maintain and service the Telecommunications Systems which allow delivery of such Multichannel Video Programming Service.
25. "Telecommunications Services" shall mean delivered entertainment services; all services that are typically and in the future identified as telecommunication services; Telephony Services; Cable Services; and Data Transmission Services. Without limiting the foregoing, such Telecommunications Services include the development, promotion, marketing, advertisement, provision, distribution, maintenance, transmission, and servicing of any of the foregoing services. The term Telecommunications Services is to be construed as broadly as possible.
26. "Telecommunications Systems" shall mean all facilities, items and methods required and/or used in order to provide Telecommunications Services to Parkside. Without limiting the foregoing, Telecommunications Systems may include wires (fiber optic or other material), conduits, passive and active electronic equipment, pipes, pedestals, wireless cell sites, computers, modems, satellite antennae sites, transmission facilities, amplifiers, junction boxes, trunk distribution, feeder cables, lock boxes, taps, drop cables, related apparatus, converters, connections, head-end antennae, earth stations, appurtenant devices, network facilities necessary and appropriate to support provision of local exchange services and/or any other item appropriate or necessary to support provision of Telecommunications Services. Ownership and/or control of all or a portion of any part of the Telecommunications Services may be bifurcated among network distribution architecture, system head-end equipment, and appurtenant devices (e.g., individual adjustable digital units).
27. "Telephony Services" shall mean local exchange services provided by a certified local exchange carrier or alternative local exchange company, intraLATA and interLATA voice telephony and data transmission.
28. All other terms defined in the Declaration shall have the same meaning when used herein.

## ARTICLE II

### PROPERTY SUBJECT TO THIS DECLARATION AND ADDITIONS THERETO

**Section 1. Existing Property.** The Real Property which is, and shall be held, transferred, sold conveyed, and occupied subject to this Declaration is located in Manatee County, State of Florida, and is more particularly described: Commence at the Northwest corner of the North ½ of the S.W. ¼ of Section 29, Township 33 South, Range 18 East, Manatee County, Florida; thence S 89° 39' 18" E, along the North line of said North ½ of the S.W. ¼, a distance of 8.87 feet to the point of beginning; thence continue, S 89° 39' 18" E, along said North line, a distance of 1356.04 feet to an intersection with the West deeded right of way line of Ellenton Gillette Road as recorded in Official Record Book 1026, Page 374 of the Public Records of Manatee County, Florida; thence Southerly along said West right of way line the following two courses: (1) S 01° 46' 07" W, a distance of 681.11 feet; (2) S 88° 14' 08" E, a distance of 7.99 feet to an intersection with the West maintained right of way line of said Ellenton Gillette Road; thence S 01° 45' 51" W, along said West maintained right of way line, a distance of 612.60 feet to an intersection with the North deeded right of way line of Erie Road as recorded in Official Record Book 1196, Page 2033 of said Public Records; thence N 88°

11' 45" W, along said North deeded right of way line, a distance of 1355.38 feet to an intersection with the West line of said North ½ of the S.W. 14; thence N 00° 59' 18" E, along said West line, a distance of 122.89 feet; thence N 01° 26' 09" E, a distance of 1136.31 feet to the point of beginning. Lying and being in Section 29, Township 33 South, Range 18 East, Manatee County, Florida. Subject to pertinent easements, rights of way, and restrictions of record. Containing 39.73 acres, more or less; and incorporated by reference fully as if specifically repeated herein and all of which real property shall hereinafter be referred to as "Existing Property."

**Section 2. Additions to Existing Property.** Without further assent or permit, DECLARANT hereby reserves the right, exercisable from time to time, to subject other real property to the restrictions set forth herein, in order to extend the scheme of this Declaration to other property to be developed as part of Parkside, and thereby bring such additional properties within the jurisdiction of the Association. The addition herein authorized shall be made by filing of record (Section 1 above) to this Declaration, or one or more supplementary Declarations with respect to the properties to be then subject to this Declaration and which shall extend the jurisdiction of the Association to such property and thereby subject such addition to assessment for their just share of the Association's expenses. Each supplementary Declaration may contain such complimentary additions and modifications of the Covenants, Conditions and Restrictions contained herein as may be necessary to reflect the different character, if any, of the added properties; provided however, any such supplementary declaration or any such other Declaration shall not revoke or otherwise amend the provisions of this Declaration as this Declaration pertains to the properties subjected thereto.

**Section 3. Additions.** In the event additional property is submitted to this Declaration, DECLARANT reserves the right to replat in its sole discretion any previously platted properties already submitted to this Declaration in order to establish streets, walkways, and open spaces that adequately and consistently provide access and harmony in appearance to all portions of the Property. If DECLARANT shall determine that replatting of any previously platted property is necessary or expedient, and any Lot or parcel within that previously platted property has been conveyed to a third party, such third party Owner, his successors, assigns, grantees, heirs or legal representatives shall execute any and all applications, affidavits and instruments requested by DECLARANT in order to effectuate such replatting, provided that such replatting shall not materially affect the right of convenient access to Lots previously conveyed to third parties under the previous plat.

**Section 4. Mergers.** Upon a merger or consolidation of Parkside Property Owners Association, Inc. with another homeowner corporation (or similar organization) as provided in its Bylaws, its properties, rights and obligations may be transferred to another surviving or consolidated homeowner corporation, or, alternatively, corporation may, by operation of law, be added to the properties, rights and obligations of the Parkside Property Owners Association, Inc. as a surviving corporation pursuant to a merger. The surviving or consolidated Homeowners corporation or association may administer the covenants and restrictions established by this Declaration within the Existing Property together with the covenants and restrictions established upon any other properties as one scheme. No such merger or consolidation, however, shall effect any revocation, change or addition to the covenants established by this Declaration within the Existing Property except as hereinafter provided.

### **ARTICLE III**

#### **AGREEMENT TO JOIN ASSOCIATION; ASSOCIATION MEMBERSHIP AND VOTING RIGHTS**

##### **Section 1. Membership.**

1. Every person or entity who is the Owner of record of a fee interest in any Lot, or who is purchasing one or more Lots, under a contract or purchase agreement within Parkside shall be a member of the Association, subject to and bound by the Association's Articles of Incorporation, this Declaration, the Bylaws, and all the Rules and Regulations. For this purpose, Ownership of a Lot under any Unit Ownership arrangement or agreement shall be deemed Ownership of a Lot. The foregoing is not intended to include persons or entities who hold an interest in any Lot merely as security for the performance of an obligation. Ownership of such Lot shall be the sole qualification for membership. When any Lot is owned of record in joint tenancy or tenancy in common or by some other legal entity, or when two or more persons or other legal entity are purchasing one or more Lots, under contract or agreement of purchase, the membership as to such Unit(s) shall be joint and the rights of such membership (including the voting power arising therefrom) shall be exercised only as stipulated in Section 2 hereinbelow).
2. During any period in which a member shall be in default in the payment of any annual, special or other periodic assessment levied by the Association, the voting rights and right to the use of the Common Areas or any other facilities which the Association may provide may be suspended by The Board of Directors, such member's voting and use rights may be suspended by the Board after a hearing at which the general requirements of due process shall be observed. Such hearing shall only be held by the Board (or a committee thereof) after giving such member ten (10) days prior written notice by registered or certified mail specifying such alleged violation shall be made by a majority vote of the Board or the Committee thereof, and such action shall thereby be conclusive.
3. No membership fee shall be charged, nor shall members be required to pay at any time any amount to carry on the business of the Association except to pay when due the charges, assessments and special assessments levied upon each Member's Lot as specified in the Declaration, the By-laws, or as the members of the Association may from time to time hereafter adopt.

##### **Section 2. Voting and Voting Rights.**

1. The voting rights of the membership shall be appurtenant to the Ownership of the Lot. There shall be two classes with respect to voting rights:
  - A. Class A. Class A members shall be all Owners with the exception of the DECLARANT, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The votes for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

- B. Class B. The Class B members shall be the DECLARANT and its successors and assigns. The Class B member shall be entitled to three (3) votes for each Lot in which it holds the interest required for membership as provided in Section I of this Article III. The Class B membership shall cease upon the earlier of the following events occurring: (i) when 75% of the Lots have been conveyed to an Owner other than the DECLARANT, or (ii) four years following conveyance of the first Dwelling Unit to a Unit Owner other than the DECLARANT in a single phase development or eight years following such conveyance in an expandable project.
2. Any Member who is delinquent in the payment of any charges duly levied by the Association against a Lot owned by such Member shall not be entitled to vote until all such charges, together with such reasonable penalties as the Board of Directors of the Association may impose, have been paid.
  3. Voting on all matters except the election of directors shall be by voiced vote or by show of hands unless a majority of the Members of each Class present at the meeting shall, prior to voting on any matter, demand a ballot vote on that particular matter. Where directors or Officers are to be elected by the Members, the solicitation of proxies for such elections may be conducted by mail.

#### ARTICLE IV

##### PROPERTY RIGHTS IN THE COMMON AREAS/COMMUNITY PROPERTIES

**Section 1. Members' Easement of Enjoyment.** Subject to the provisions of Section 3 below, every Member of the Parkside Property Owners Association shall have a non-exclusive right and easement of enjoyment in and to the community Properties and such easement shall be appurtenant to and shall pass with the title to every Dwelling Unit situated within Parkside.

**Section 2. Title to Community Property.** The DECLARANT may retain the legal title to the Community Properties until such time as it has completed improvements thereon and until such time as, in the opinion of the DECLARANT, the Parkside Property Owners Association is able to maintain the same, provided however, all Common Areas and Community Properties shall be conveyed to the Association free and clear of all encumbrances not later than the time FHA, VA, FNMA or FHLMC or any of them insures the first mortgage upon Lots included within the lands subject to the Parkside Declaration of Covenants, Conditions and Restrictions.

**Section 3. Extent of Members' Easement.** The rights and easements of enjoyment created hereby shall be subject to the following:

1. The right of the Association to limit the use of the Common Area to Dwelling Unit or Lot Occupants, their families and bona fide guests in accordance with written rules and regulations promulgated by Association from time to time.
2. The rights of the Association to suspend the voting and enjoyment rights of an Owner for any period during which any assessment against his Unit remains unpaid, or for any infraction of the Association's published rules and regulations.

3. The right of the Association to dedicate, mortgage or transfer all or any part of the Common Area or Community Properties to any public agency, authority, utility or mortgagee is subject to such conditions as may be agreed to by the Members. No such dedications, mortgage or transfer shall be effective unless the Members entitled to at least two-thirds (2/3) of the total votes appurtenant to Class A Lots shall agree to such dedication, mortgage or transfer, provided that this paragraph shall not preclude the Board of Directors of the Association from granting easements for the installations and maintenance of electrical, telephone, cable television, water and sewage, utilities and drainage facilities and the like upon, over, under and across the Common Area without the assent of the membership when such easements are requisite for the convenient use and enjoyment of the Properties. For purposes of this Paragraph, the DECLARANT (Class B members) shall have no voting rights.
4. The right of the Developer and Association to impose reasonable covenants and restrictions in respect to such Community Properties, in addition to those set forth therein at the time of conveyance of such Properties to the Parkside Property Owners Association and such covenants and restrictions will be incorporated by reference and made part of this Declaration.
5. **Assumption of Risk.** Without limiting any other provision herein, each person within any portion of the Common Areas accepts and assumes all risk and responsibility for noise, liability, injury, or damage connected with use or occupation of any portion of such Common Areas, including, without limitation, (a) noise from maintenance equipment, (b) use of pesticides, herbicides and fertilizers, (c) view restrictions caused by maturation of trees and shrubbery, (d) reduction in privacy caused by the removal or pruning of shrubbery or trees within Parkside, and (e) design of any portion of Parkside. Each such person also expressly indemnifies and agrees to hold harmless the Declarant, Association, any homebuilders and all employees, directors, representatives, officers, agents, and partners of the foregoing, from any and all damages, whether direct or consequential, arising from or related to the person's use of the Common Areas, including attorneys' fees, paraprofessional fees and costs at trial and upon appeal. Without limiting the foregoing, all persons using the Common Areas, including without limitation, all waterbodies, lakes, or areas adjacent to a lake, do so at their own risk. By acceptance of a deed, each Owner acknowledges that the Common Areas may contain wildlife such as alligators, raccoons, snakes, ducks, deer, swine, turkeys and foxes. Declarant, the Association and any homebuilder shall have no responsibility for monitoring such wildlife or notifying Owners or other persons of the presence of such wildlife. Each Owner, his invitees, guests and tenants are responsible for their own safety.

**Section 4. Extension of Rights and Benefits.** Every Member of the Parkside Property Owners Association shall have the right to extend the rights and easements of enjoyment vested in him under this Article to his tenant(s) and to each member of an occupant's family who resides with him within Parkside, and to such other person as may be permitted by the Parkside Property Owners Association.

**Section 5. Owners' Liability.** Owners shall have no individual liability for damage occurring to Common Areas, Community Properties or Lots in Parkside unless such damage was caused by such Owner.

**Section 6. Owners' Easement Rights.** If ingress or egress to any residence is through a Common Area or Community Property, any conveyance or encumbrance of such Common Area or Community Property shall be subject to an easement in favor of the Owner whose ingress or egress to his residence is through such Common Area or Community Property.

## ARTICLE V

### COVENANTS AND ASSESSMENTS

**Section 1. Creation of the Lien and Personal Obligation of Assessments.** Each Owner of any Lot within Parkside by acceptance of a deed therefor, whether or not it shall be so expressed in any such deed or other (contract for deed) conveyance, shall be deemed to covenant and agree to pay to Parkside Property Owners Association: (1) annual assessments or charges; (2) special assessments for maintenance, repair or restoration; (3) special assessments for capital improvements, said such assessments to be fixed, established and collected from time to time as hereinafter provided. The annual and special assessments, together with such interest thereon and all costs of collection thereof as hereinafter provided, shall be a charge on the land and improvements thereon and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with such interest thereon and all cost of collection thereof as hereinafter provided, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due.

**Section 2. Purpose of Assessments.** The assessments levied by the Association shall be used to provide funds for such purposes as the Association may determine are for the benefit of its Members, which purposes may include maintenance, landscaping and beautification of the Common Areas, and the maintenance repair of all improvements thereon. Common Areas may also include public easements held in favor of the Association or other lands and improvements thereon, designated by the Developer and/or the Association. Funds may also be used to provide other services for the Association members, to promote the health, safety, and welfare of the residents of the community and in particular for the acquisition, improvement and maintenance of properties, services and facilities related to the use and enjoyment of the Common Area, including but not limited to the cost of repair, replacement and additions thereto; the cost of labor, equipment, materials, management and supervision thereof; the payment of taxes assessed against the Common Area; the procurement and maintenance of Insurance; the employment of attorneys, accountants and other professionals to represent the Association when necessary or useful; the employment of security personnel to provide any service which is not readily available from any governmental authority; and such other needs as may arise.

**Section 3. Exempt Property.** The assessments, charges and liens created under this Article V shall not apply to the Common Areas, any Unit which Developer may hereafter designate for common use as part of the Common Area or otherwise shall be exempt from the assessments and charges created herein. In addition all property dedicated to and accepted by a local public authority, all land granted to or used by a utility company shall be exempt. Properties owned by a charitable or non-profit organization may likewise be exempt therefrom at the sole discretion of the Board of Directors, as they may from time to time deem appropriate.

**Section 4. Annual and Original Assessments.**

1. **Annual Assessment.** The annual assessments shall be based upon the budget for the operation and maintenance adopted by the Board of Directors of the Association from time to time. In the event DECLARANT, in its sole discretion, shall construct recreational facilities upon the Common Areas, the expenses for the maintenance and operation of any such recreational facilities shall be treated as a common expense of the Association. Nothing shall obligate DECLARANT to construct any recreational facilities on the Property, or on any additions thereto. In the event DECLARANT, in its sole discretion, shall contract with a third party to provide street lighting within Hidden Oaks and on Arbor Island Drive and/or Telecom Parkway outside the property, the expenses for the maintenance and operation of any such lighting facilities shall be treated as a common expense of the association,

and the Association shall assume responsibility for and reimburse DECLARANT for any deposits required for establishment of any such facilities and for any expenses of operation and maintenance prior to the establishment of a street lighting district, if applicable. There shall be an annual assessment of \$ 916.00, per house payable annually on or before January 31 of each year. This annual assessment shall be in addition to the below-mentioned Original Assessment and Resale Assessment and shall be prorated in the year of initial purchase. Said assessment shall be paid directly to the Association, or, in the event the Association is not activated, to the DECLARANT, to be held in accordance with the above provisions. Notwithstanding anything contained herein to the contrary, in the event that while there are Class B members, Original Assessments and Annual Assessments collected are not sufficient to pay the items described in Article V, Section 2 above; DECLARANT shall fund any shortfall to the Association. While there are Class B members, DECLARANT shall have no obligation to pay any Assessments for any Lots owned by DECLARANT beyond the amount necessary to fund any such shortfall. DECLARANT'S obligation obligation to contribute to any shortfall shall cease at such time as control of the Association is transferred from DECLARANT to the Class A members.

2. Original Assessments. So that the Association may defray the initial cost of operation before a substantial number of Lots have been conveyed to Owners and assessment from such Owners are being paid to the Association, each Owner, at the time such Owner acquires title to his Lot, shall pay a sum of \$250.00 to the Association for such Lot. Such payment shall be a contribution to the capital of the Association and will not be recoverable by the Owner upon sale of his Unit to a third party. DECLARANT or its successors under no circumstances shall be liable or responsible for payment of original assessments.
3. Resale Assessment. The Association may collect a Resale Assessment of One Hundred Fifty Dollars (\$150.00) from new Members of the Association who take title to a home from an existing Member of the Association. The Resale Assessment will cover administrative costs associated with registration of new Members. Only one Resale Assessment will be collected per transfer of title, regardless of how many Owners are listed on the title.

#### **Section 5. Special Assessments.**

1. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment, not exceeding \$10,000.00 applicable to that year only. A special assessment for capital improvements that exceeds \$10,000.00 may be approved, provided that any such assessment shall have a vote of two thirds (2/3) of each class of Members who are voting in person or by proxy, at a meeting duly called for such purpose.
2. Special Assessment Against Particular Lot(s). In addition to the assessments described above, the Association may levy a special assessment against a particular Lot to recover damages or expenses chargeable against that Lot, the Lot Owner, his family, guests, invitees, agents or tenants for damage and structural maintenance, restoration or repairs without approval of the membership. The Association shall provide to the Lot Owner a written notice stating the amount of and the due date for the payment of such special assessments. The Association shall have all lien and foreclosure rights as set forth in the Declaration for any assessments.

**Section 6. Notice and Quorum for any Action Authorized Under Section 5 Requiring Membership Approval.** Written notice of any meeting called for the purpose of taking any action authorized under Section 5 of this Article shall be sent to all members not less than twenty (20) days and not more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence in person or by proxy of members entitled to cast a majority of all the votes of each Class shall constitute a quorum. If the required quorum is not present another meeting may be called subject to the same notice requirement, and the required quorum at the subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting. No such subsequent meeting shall be held more than six (6) months following the preceding meeting.

**Section 7. Date of Commencement of Annual Assessment, Due Dates, Certificates of Payment.** Annual Assessments provided for herein shall commence as to each Lot on the date of the original issuance of a certificate of occupancy for a Home on the Lot. Subsequently, the first annual assessment shall be adjusted according to the number of months remaining in the calendar year. Not later than thirty (30) days preceding January 1 of each year, the Board of Directors shall fix the amount of the annual assessment against each Unit/Lot and, in the event the Board elects not to fix such assessment rate as herein provided, the amount of the prior year's annual assessment shall be the fixed amount. Written notice of any changed assessment rate shall be sent to every Owner. The due dates for payment of annual and special assessments shall be established by the Board of Directors. The Association shall, upon demand and for reasonable charge, furnish a certificate signed by an Officer of the Association setting forth whether the assessments on a specified Dwelling Unit/Lot have been paid to date. Assessments are collected by the Association on a quarterly basis unless otherwise specified herein.

**Section 8. Effect of Non-Payment of Assessment. Remedies of the Association; the Personal Obligation of the Owner; the Lien.**

1. Any assessment, which is not paid when due, shall be delinquent. If the assessment is not paid within five (5) days after the due date, it shall bear interest from the date of delinquency at the highest rate allowed by law and the Association, acting through its Board of Directors, may bring an action at law against the Owner personally obligated to pay the same, and/or foreclose the lien against such Owner's Lot(s), and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. In addition, the Association may levy a late charge. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Areas or abandonment of his Unit or Lot.
2. If the assessment is not paid within five (5) days after it becomes due, then the Association shall have a continuing lien on the delinquent Lot, which lien shall continue until the delinquent assessment is paid. Each Owner of any Lot by acceptance of a deed therefor or other conveyance, whether or not it shall be so expressed in any such deed or other conveyance, is deemed to covenant which covenant shall run with the land, that such is lien of a first mortgage. Such lien may be perfected by the filing of an instrument among the Public Records of Manatee County, Florida, indicating the amount of such lien and the obligation for interest and attorneys' fees and costs of collection. Such lien shall be foreclosed in the same manner in which mortgages are enforced and foreclosed. The Association, by and through its authorized Officers, shall, from time to time, upon the request of an Owner or mortgagee, issue a certificate, stating the amount of any assessment due with respect to such Lot, and any third party may rely on such certificate, and the Association shall be bound thereby.

**Section 9. Subordination of the Lien to Mortgages.** The lien of the assessments provided for herein shall be superior to all other liens, save and except tax liens and first mortgage liens, provided said mortgage liens are first liens against the property encumbered thereby (subject only to tax liens), and secure indebtedness whose payments are amortized in monthly or quarter-annual payments based on an amortization period of no fewer than ten (10) years. Sale or transfer of any Unit which is subject to a mortgage as herein described, pursuant to a decree of foreclosure under such mortgage or any proceeding in lieu of foreclosure thereof, shall extinguish the lien of such assessments as to payments thereof which became due prior to sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof. Any delinquent assessments, which are extinguished pursuant to the foregoing provision, may be reallocated and assessed to all of the Units as a common expense.

## **ARTICLE VI**

### **ARCHITECTURAL, MAINTENANCE AND USE RESTRICTIONS**

The Developer shall have the responsibility of functioning as the Architectural Control Committee, hereinafter referred to as the "Committee" or the "ACC", and enforcing the restrictions set forth in this Article prior to the formation of the Committee, which upon appointment, shall assume and shall be responsible for enforcement. Reference in this Article to Committee shall mean the Developer until the Committee is appointed. The following architectural, maintenance and use restrictions shall apply to each and every Lot or Lots or any other structure now or hereafter subjected to this Declaration.

**Section 1. Approval of Plans and Architectural Committee.** For the purpose of further insuring the development of said land as a residential area of highest quality and standard, and in order that all improvements shall present an attractive and pleasing appearance from all sides of view, the Committee reserves the exclusive power and discretion to control and approve all of the buildings, structures and repairs and/or improvements on each Lot in the manner and to the extent set forth herein. No residence or other building, and no building, and no fence, wall, utility yard, driveway, swimming pool or other structure or repairs and/or improvement, regardless of size or purpose, whether attached to or detached from the main structure, shall be commenced, placed, erected or allowed to remain on any Lot, nor shall any addition to or exterior change or alteration thereto be made, unless and until building plans and specifications covering same, showing the nature, kind, shape, heights, size, materials, floor plans, exterior color schemes, location and orientation and approximate square footage, construction schedule, front, side and rear elevations and such other information as the Committee shall require, including, if so required, plans for the grading and landscaping showing any changes proposed to be made in the elevation or surface contours of the land, have been submitted to and approved in writing by the Committee. All architectural, remodeling and/or landscape plans must be accompanied by site plans, which show the siting of structures on each side of the building under consideration. The Committee shall have the absolute and exclusive right to refuse to approve any such building plans and specifications and lot-grading and landscaping plans which are not suitable or desirable in its opinion for any reason, including purely aesthetic reasons and reasons connected with future development plans of the Developer of said land or contiguous land. In the event the Committee rejects such plans and specifications as submitted, the Committee shall so inform the property Owner in writing stating with reasonable detail the reason(s) for disapproval and the Committee's recommendations to remedy same if in the sole opinion of the Committee a satisfactory remedy is possible. In passing upon such building plans and specifications and lot-grading and landscaping plans, the Committee may take into consideration the suitability and desirability of proposed constructions and of the materials of which the same are proposed to be built, to the building plat 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. In addition, there shall be submitted to the Committee for approval such samples of building materials proposed to be used as the Committee shall specify and require.

**Section 2. Prerequisites.** As a prerequisite to consideration for approval, and prior to beginning the alteration or improvement work contemplated, two (2) complete sets of plans and specifications must be submitted to the Committee. Upon giving written approval, construction shall be started and prosecuted to completion promptly, and in strict conformity with such plans and specifications. The Committee shall be entitled to stop any construction in violation of these restrictions and any such exterior addition to or change or alteration made without application having first been made and approval obtained as provided above, shall be deemed to be in violation of this covenant and may be required to be restored to the original condition at Owner's cost.

The Committee shall have the right to charge a reasonable fee for receiving each application for approval of plans and specifications subsequent to initial construction and sale. For the period ending one year after the date of this Declaration, said fee shall not exceed One Hundred Dollars (\$100.00) for each Owner review for minor repairs, remodeling, alteration or addition.

1. **Plans and Specifications.** All structures must be built to comply substantially with the plans and specifications as approved by the Committee and, before any structure can be occupied, it must be completely finished.
2. **Members of Committee.** Until such time as Developer divests itself of all Lots within Parkside, the DECLARANT shall appoint from time to time the members of an Architectural Control Committee (the "Committee") to consist of not less than three (3) nor more than Seven (7) members which shall exercise authority to approve plans and specifications, and Developer shall have the right to assign the Committee to the Parkside Property Owners Association at any time. After the Developer divests itself of all Lots within Parkside, the Committee shall be selected by a majority vote of the Board of Directors for their architectural, engineering and building knowledge and expertise.
3. **Exemption.** Notwithstanding anything to the contrary contained herein, any improvements of any nature made or to be made by Declarant, or its nominees, including, without limitation, improvements made or to be made to the Common Areas, any Lot or Parcel, shall not be subject to the review of the ACC or the Association.
4. **Exculpation.** Declarant, Association, the directors or officers of the Association, the ACC, the members of the ACC, or any person acting on behalf of any of them, shall not be liable for any cost or damages incurred by any Owner or Builder or any other party whatsoever, due to any mistakes in judgment, negligence, or any action of Declarant, Association, ACC or their members, officers, or directors, in connection with the approval or disapproval of plans and specifications. Each Owner or Builder agrees, individually and on behalf of its heirs, successors and assigns by acquiring title to a Lot, that it shall not bring any action or suit against Declarant, Association or their respective directors or officers, the ACC or the members of the ACC, or their respective agents, in order to recover any damages caused by the actions of Declarant, Association, or ACC or their respective members, officers, or directors in connection with the provisions of this Section. Association does hereby indemnify, defend and hold Declarant and the ACC, and each of their members, officers, and directors harmless from all costs, expenses, and liabilities, including attorney's fees and paraprofessional fees at all levels, including appeals, of all nature resulting by virtue of the acts of the Owners, Builders, Association, ACC or their members, officers and directors. Declarant, Association, its directors or officers, the ACC or its members, or any person acting on behalf of any of them, shall not be responsible for any defects in any plans or specifications or the failure of same

to comply with applicable laws or code nor for any defects in any improvements constructed pursuant thereto. Each party submitting plans and specifications for approval shall be solely responsible for the sufficiency thereof and for the quality of construction performed pursuant thereto.

### **Section 3. Setbacks.**

1. Minimum setback lines on the Lots as shown on the final Site Plan and as required by Manatee County, are not intended to engender uniformity of setbacks; they are meant to avoid overcrowding and monotony. Setbacks may be staggered where appropriate so as to preserve important trees, and assure vistas of water and open areas. The Committee reserves the right to select the precise site and location of each Unit or other structure on each Lot, and to arrange the same in such manner and for such reasons as Committee shall deem sufficient. No building or structure or any part thereof shall be located on any Lot nearer to the front line or nearer to a side street than the minimum setback lines shown on said final Site Plan or subject to this Declaration as an "addition" which is designated for attached or semi-attached dwellings. Any such building, structure or appurtenances thereon may abut upon and be incorporated into any party wall and there shall be no side line setback requirements as to Lot sidelines upon which party walls are constructed.
2. Setback provisions herein prescribed may be altered by the Developer whenever in its sole discretion the topography or configuration of any Lot in said subdivision will so require.
3. Dwellings. No Owner shall relocate, heighten, lower or otherwise move or change any fence, wall or patio adjoining or adjacent to any Common Areas.

### **Section 4. Living Area.**

1. No residences shall be erected or allowed to remain on any Lot unless the square foot area of the main residence, exclusive of screened porches, garages, storage rooms and carports shall equal or exceed 1,200 square feet. The Developer reserves the sole and exclusive right to determine minimum square footage requirements for any and all additions to existing property which may subsequently be added pursuant to Article II, Section 2 hereof.
2. The Developer shall have the right to reduce the square footage standard when, in its sole discretion, it determines there are special site and architectural considerations involved or other considerations which warrant such reduction.
3. All single family detached dwellings shall have at least a two-car enclosed garage (equipped with a garage door that shall be maintained in a useable condition) and concrete drive that will provide off-street parking for at least a total of two (2) vehicles.
4. Lot Area and Width. The area and width of each Lot on the Property upon which a building may be constructed shall be as shown on the approved plat for that property as the same may be amended from time to time. The area and width of each Lot on any additional Property annexed in accordance with the terms of this Declaration upon which a building may be constructed shall be as shown on any subsequent Plat of said additional Property, as the same may be amended from time to time, which plat shall be recorded in the Public Records of Manatee County, Florida.

**Section 5. Land Use.**

1. By or with the written consent of the Committee one or more Lots (as shown on The Approved General Plan of Development) or parts thereof, may be resubdivided or combined to form one single building Lot; provided, however, in such event, the resulting Lots shall not be smaller in total area than either of the original Lots prior to such subdivision.
2. Only one private dwelling shall be erected, constructed, placed or maintained on any one of the residential platted Lots in said subdivision as same are now platted according to said recorded plats of said subdivision, except that more than one Lot may be used for one private residence.
3. No building shall be erected, altered, placed or permitted to remain on any residential Lot other than one single-family dwelling.
4. No structure of temporary nature or character shall be used as a residence.
5. No building or structure shall be moved onto any Lot in the area covered by these restrictions, it being the intent of this imposition of restriction that any and all buildings or structures on any of the property hereinbefore described shall be constructed thereon.
6. No building erected for use as a carport or garage upon the land hereby conveyed or upon any parcel thereof or any Lot therein shall ever be used as a residence, nor shall any trailer or vehicle that could be used for housing of any kind be allowed to park or remain within the boundaries of any of the Lots or Common Area, whether for dwelling purposes or not, except for loading and unloading purposes.
7. All dwellings shall be constructed with concrete driveways, completely sodded lawns, sidewalks the width of the Lot along the edge of all road right-of-ways, and a basic shrubbery planting across the front of the house and any side yard of a corner Lot on the side facing a public right of way.

**Section 6. Leases.** Homes may be leased, licensed or occupied only in their entirety and no fraction or portion may be rented. No bed and breakfast facility may be operated out of a Home. Individual rooms of a Home may not be leased on any basis. No transient tenants may be accommodated in a Home. All leases or occupancy agreements are subject to the following provisions:

1. All lease agreements shall be in writing.
2. All lease agreements, together with an application signed by both the Owner and Tenant in a form approved by the Association shall be submitted to the Association for approval at least thirty (30) days prior to commencement of the lease term and shall require the written approval of the Association. The form of "Application for Approval of Home Lease" is attached hereto as Exhibit "A" and made a part hereof.
3. The Owner shall pay the lease application fee prescribed by the Association. The lease application fee shall be \$50.00 unless otherwise amended by the Association.
4. No lease may be for a term of less than one year.
5. No Home may be leased more than one time in any calendar year.

6. The Tenant, as part of the lease agreement, shall agree to abide by and adhere to the terms and conditions of the Declaration of Covenants, Conditions and Restrictions and all rules, regulations and policies adopted by the Association.
7. The Owner shall agree to remove, at Owner's sole expense, by legal means, including eviction, his Tenant should the Tenant refuse or fail to abide by and adhere to the Declaration of Covenants, Conditions and Restrictions and rules and regulations of the Association.
8. All leases shall require the Home to be used as a private single family residence.

**Maximum Number of Occupants.** Each Home shall be occupied only by an Owner, members of his or her family, overnight guests and professional care givers, as a residence and for no other purpose. The maximum number of occupants in any Dwelling Unit, including overnight guests and professional care givers, shall be as follows:

2 bedroom Unit – 3 persons  
 3 bedroom Unit – 4 persons  
 4 bedroom Unit – 6 persons

The number of non-overnight guests is not limited.

#### **Section 7. Maintenance.**

1. All Owners shall mow and maintain Lots prior to construction so as not to detract from value of surrounding area.
2. All Lots together with the exterior of all improvements (if any) located thereon shall be maintained in a neat and attractive condition by the respective Owners. Such maintenance shall include, but not be limited to painting, repairing, replacing, and caring for roofs, gutters, downspouts, building surfaces, trees, shrubs, weeds, bare spots in sodded areas, walks and other exterior improvements. Maintenance and repair of all fencing installed on any Lot (including pre-existing fencing installed by the Developer) will be the responsibility of the Owner of any such Lot, except as set forth in Section 9.4 hereof.
3. In the event the Owner shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Association, after approval by a majority vote of its Board of Directors, the Association shall have the right, through its agents and employees, to enter upon said Lot and the exterior of the buildings and any other improvements erected thereon and perform such maintenance as approved by the Board. The cost of such exterior maintenance shall be added to and become part of an assessment to which such Lot is subject and Owner shall be personally liable to the Association for the costs of such maintenance, and the costs, until paid, shall be a permanent charge and lien upon such Lot. Entry to perform maintenance shall be only between the hours of 7:00 a.m. and 6:00 p.m. on any day except Sunday. Such entry as herein provided shall not be a trespass, nor shall the Association be liable for doing anything reasonably necessary or appropriate in connection with carrying out these provisions.

4. To preserve the natural integrity and beauty of the land, water runoff, etc., no trees, shrubs, bushes or other vegetation having a diameter of three (3) inches or more shall be cut, destroyed or mutilated except with the prior written consent and permission of the Association; provided, however, that dead or diseased trees, shrubs, bushes, or other vegetation shall be cut and removed promptly from any Lot by the property Owner thereof after such dead or diseased condition is first brought to the attention of the Association and permission for such cutting and removal has been obtained.

#### **Section 8. Screening or Other Uses.**

1. No clotheslines of any configuration shall be installed or erected upon any Lot so as to be in any way exposed to public view from any street, Common Area, or adjoining Lot.
2. No mailbox, paperbox or other receptacle of any kind for the use and delivery of mail, newspapers or similar materials shall be erected on any Lot unless and until the size, location, design and type of material for said boxes or receptacles shall have been approved by the Architectural Control committee and be in conformity with United States postal standards.
3. No house trailer or motor home shall be permitted to stay on any Lot, Common Area, or public right-of-way. No boats, boat trailers, campers or any other such vehicle, trailer, or vessel shall be permitted to stay on a public right-of-way or on a Lot, street, or Common Area, unless permanently enclosed in a garage and not visible from public view. Temporary buildings and other structures shall be permitted for offices, storage or as a temporary real estate sales office of DECLARANT or its authorized agent for the sale of land and residences. No carport, garage, outbuilding, or other appurtenant structure shall be used for residential purposes, either temporarily or permanently. No vehicles shall be parked overnight except on driveway pads or within garages. No more than two vehicles may be parked in a driveway overnight. No commercial trucks or vans may be parked in any driveway overnight.
4. No house or other structure on any residential Lot shall be used for commercial or business purposes. This shall not apply to Model Homes so designated by the DECLARANT. Each Owner shall refrain from any act or use of his Lot, which could reasonably cause embarrassment, discomfort, annoyance, or nuisance to the neighborhood. No noxious, offensive or illegal activity shall be carried on upon any Lot. No Lot shall be used in whole or in part for storage of rubbish of any character whatsoever, nor shall any substance, thing or material be kept upon any Lot which will emit foul or noxious odors, or that will cause any noise that will or might disturb the peace and quiet of the occupants or surrounding property. No trash, rubbish, stored materials, off-road, wrecked or inoperable vehicles or similar unsightly items shall be allowed to remain on any Lot outside an enclosed structure. However, the foregoing shall not be construed to prohibit temporary deposits of trash, rubbish and other such debris for pickup by garbage and trash removal service units. In the event that any Owner of any Lot fails or refuses to keep such property free from any of the foregoing unsightly items, weeds or underbrush, the Association may, at its option, ten (10) days after posting a notice thereon or mailing a notice to said Owner to comply with requirements of this paragraph, enter and remove all such unsightly items and growth at said Owner's expense, and Owner shall be personally liable to the Association for the costs of removal, and the costs until paid shall be a permanent charge and lien upon such Lot. By acquiring property subject to these restrictions, each and every Owner agrees to pay such costs promptly upon demand by the Association, their agents, assigns, or representatives. No such entry as provided herein shall be deemed as a trespass. The provisions of this section shall not apply to Lots upon which houses are under construction.
5. No window air conditioning units shall be installed without prior written approval of the Committee.

6. **Garbage and Trash Disposal.** All trash, garbage and other waste shall be kept in sanitary containers and shall be kept within an enclosure or properly screened so as to be out of sight from the front or side streets, except when placed at a designated pickup location, not earlier than 6:00 p.m. on the day preceding the day of trash pickup.

## **Section 9. Fences, Hedges and Landscaping.**

1. **Plans.** All the landscape plans, fences and hedges must receive prior written approval from the Association before implementation.
2. **Hedges.** Hedges shall be grown no higher than three (3) feet from the street right-of-way to the minimum building setback line. Boundary walls and hedges shall not exceed forty-two (42) inches in height on any Lot with a view of or abutting a lake or conservation area, from the back building line of the main structure to the rear property line unless written approval is received from the Committee. No boundary wall or hedge shall exceed six (6) feet in height regardless of location.
3. **Sight Distance at Intersections.** No fence, wall, hedge or shrub planting which obstructs sight lines and elevations between two and six feet above the roadway shall be placed or permitted to remain on any corner Lot within the triangle area formed by the street property lines and the line connecting them at points twenty (20) feet from the intersection of the street lines, or in a case of rounded property corner from the intersection of the property lines extended. The same sight line limitations shall apply on any Lot within ten (10) feet from the intersection of the street property line and the edge of the driveway. No trees shall be planted within such distance of such intersections unless the foliage line is maintained at sufficient height to prevent obstruction of such sight lines.
4. **Walls and Fences.** All fences and walls which do not meet the provisions and restrictions contained herein shall be subject to the prior written approval of the Architectural Control Committee as to placement, location, height, materials, and finish, and shall comply with all governmental requirements. Fences and walls which do not meet the provisions and restrictions contained herein shall not be erected or permitted to remain without such approval. Except as provided in subparagraph (a) of this paragraph 4, only white PVC fences shall be permitted. Fences shall be placed so that all stringers and/or posts shall be placed on the inside of the fence and the side without any supports shall face out from the Lot. No fence shall be permitted to the front of a point eight feet rearward from the front of the house. Side fences and front sections from the side of a Lot to the house shall be six (6) feet in height or less. Corner Lots may be fenced on the second front side provided the fence shall not be located forward of the front of an adjacent residence. Rear fences shall be limited to six (6) feet in height or less. Swimming pools may be enclosed around the perimeter of the pool deck with white PVC picket fencing in compliance with all governmental requirements.
  - (a) **Rear Lot Line Adjacent to Lake or Conservation Area.** Only black vinyl coated chain link fencing may be permitted from the rear house line rearward from the back of any house adjacent to a pond, lake, conservation area or open space/preservation area with a maximum height not to exceed four feet (4'); placement of such fences shall not lie within any lake maintenance easement. The Architectural Control Committee may require supplemental planting and/or ground cover to enhance appearance.

(b) The Developer shall install a white PVC fence along the eastern and southern boundaries, and a portion of the northern boundary of Parkside. Said fence shall be maintained by the Association, except that the finished surface of the fence facing the interior of the Lot shall be maintained by the owner of the Lot.

(c) The Association may, but shall not be obligated to, maintain the surface of the masonry wall located on adjacent property along the western boundary of Parkside. If the Association elects to maintain said wall, the cost of such maintenance shall be a common expense of the Association.

(d) The Declarant, Developer and Association hereby reserve a perpetual and non-exclusive easement over and across all Lots to the extent reasonably necessary for the purpose of ingress, egress, construction, maintenance and replacement of all walls and fences that are maintained by the Association.

5. Reflective Materials. No aluminum foil shall be placed in any window or glass and no reflective substance shall be placed on any glass of a residence except such as may be approved for energy conservation purposes by the Architectural Control Committee.

#### **Section 10. Animals.**

1. No animals, livestock or poultry of any kind shall be raised, bred, pastured or maintained on any Lot, except household pets for the sole pleasure and purpose of the occupants, but not for any commercial use or purpose. Birds shall be confined to cages. In no event shall more than three (3) pets be housed on any Lot. No Pit Bulls, Rottweilers, Doberman Pinschers or mixed breeds containing those breeds shall be allowed.
2. No person owning or having possession, charge, custody or control of any pet shall cause, permit or allow the pet to stray, run, be, go or in any other manner be at large in or upon any public street, sidewalk or park, or on private property of others without the express or implied consent of the Owner of such private property. Governmental or municipality leash laws apply at all times. All pet feces must be immediately picked up and discarded in the Owner's own waste receptacles, including fecal matter produced by the Owner's pet on the Owner's Lot.

**Section 11. Signs.** No signs of any kind shall be displayed to the public view on any Lot, except one professional sign measuring no more than 24 inches tall and 24 inches wide, and shall not extend more than four (4) feet above the ground, advertising the Lot for sale or rent, or signs used by DECLARANT to advertise the Property during construction and sales period. DECLARANT or its Authorized Agent's signs shall not be subject to the size limitation set forth herein.

#### **Section 12. Utilities.**

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

2. Antenna Dish. No Lot Owner shall install or permit any antenna or satellite or communications dish larger than 36 inches in diameter upon any Lot, a building on a Lot, or a Common Area. Any satellite or communication dish that is installed shall be installed so that such dish is not visible from any street.
  
3. Right to Contract for Telecommunications Services. Association shall have the right, but not the obligation, to enter into one or more contracts for the provision of one or more Telecommunications Services for all or any part of Parkside. Prior to the Community Completion Date, all contracts between a Telecommunications Provider and Association shall be subject to the prior written approval of Declarant. Declarant and/or its nominees, successors, assigns, affiliates, and licensees may contract with Association and act as a Telecommunications Provider for one or more Telecommunications Services, subject only to the requirements of all applicable laws, statutes, and regulations. If Declarant is not the Telecommunications Provider for any particular Telecommunications Service, Declarant shall have the right to receive, on a perpetual basis, all or a portion of access fees and/or the revenues derived from such Telecommunications Service within Parkside as agreed, from time to time, between the Telecommunications Provider and Declarant, provided, however, that no such fees may be imposed on a Telecommunications Provider except as provided in any written agreement between such Telecommunications Provider and Declarant and/or Association.
  
4. Easements. Declarant (i) reserves unto itself and its nominees, successors, assigns, affiliates, and licensees, and (ii) grants to each Telecommunications Provider that has entered into an agreement with Association respecting Telecommunications Services and/or Telecommunications Systems a perpetual right, privilege, easement and right-of-way across, over, under and upon Parkside for the installation, construction and maintenance of Telecommunications Systems together with a perpetual right, privilege and easement of ingress and egress, access, over and upon Parkside for installing, constructing, inspecting, maintaining, altering, moving, improving and replacing facilities and equipment constituting such Telecommunications Systems. If, and to the extent, Telecommunications Services provided by such Telecommunications Providers are to serve all of Parkside, then the amounts payable to such Telecommunications Providers under their written agreements with Association shall be part of Operating Costs of Association and shall be assessed as a part of the Assessments.
  
5. Restoration. Upon the completion of any installation, upgrade, maintenance, repair, or removal of the Telecommunications Systems or any part thereof, each Telecommunications Provider shall restore the relevant portion of the Common Areas and/or any Home to as good a condition as that which existed prior to such installation, maintenance, repair or removal. Failure by Telecommunications Provider to commence such restoration within twenty (20) days after receiving written notice from Association of such failure or the Telecommunications Provider's failure to complete such restoration within ninety (90) days of commencement shall vest in Association the right (but not the obligation) to restore or cause to be restored such portion of the Common Areas and/or Home disturbed by such work, all at such Telecommunications Provider's sole cost and expense, except for in emergency situations whereby Association may restore or cause to be restored such disturbed portion of the Common Areas and/or Home immediately. In the event that Association exercises the right of self-help, each Telecommunications Provider agrees in advance that Association shall have the sole right to (i) select the contractors to perform such work and (ii) determine the extent of required restoration. This remedy of self-help is in addition to all other remedies of Association hereunder. All reasonable expenses incurred by Association in connection with such restoration shall be paid by Telecommunications Provider within twenty (20) days of completion of restoration and delivery to Telecommunications Provider of Association's invoice therefor. Any expenses not so paid when due

shall bear interest from the due date at the lesser of (i) the publicly announced prime rate (or similar successor reference rate) of Bank of America on the date of such invoice, or (ii) the maximum rate of interest allowed by the law of the State of Florida for such obligations, or as provided in an agreement between Association and a Telecommunications Provider.

6. Declarant or Association shall have the right, but not the obligation, to enter into one or more contracts for the provision of street lighting facilities within Parkside and on adjacent roadways outside of the property. Prior to the community completion date, all contracts between an electric utility provider and the association shall be subject to the prior written approval of Declarant.

### **Section 13. Wells and Lakes.**

1. Except with the prior written approval and permission of the Committee, no water well shall be sunk or drilled on any Lot. However, DECLARANT reserves the right to locate wells and pumping stations designated for such use.
2. The DECLARANT or Association shall have the sole and absolute right, but no obligation, to control the water level of the lakes located within Parkside, and to control the growth and eradication of plants, fowl, reptiles, animals, fish and fungi in lakes and to maintain the littoral shelf in accordance with the requirements of DER and other governmental bodies and agencies having jurisdiction over such lands. Access to such areas over Lots during daylight hours shall not be deemed trespassing.

BY ACCEPTANCE OF A DEED TO A LOT, EACH OWNER ACKNOWLEDGES THAT THE WATER LEVELS OF ALL WATERBODIES MAY VARY. THERE IS NO GUARANTEE BY DECLARANT OR THE ASSOCIATION THAT WATER LEVELS WILL BE CONSTANT OR AESTHETICALLY PLEASING AT ANY PARTICULAR TIME. The Declarant and Association shall not be obligated to erect fences, gates, or walls around or adjacent to any water body or waterfall within Parkside. Notwithstanding the foregoing, an Owner may erect a fence adjacent to the boundary of a water body but within the boundary of a Lot with the prior written approval of the Committee. No fence or other structure may be placed within any easement areas. Swimming will not be permitted in any body of water located within Parkside. No docks or fishing piers may be erected within any body of water located within Parkside.

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

### **Section 14. Compliance with conditions of Southwest Florida Water Management District.**

1. It shall be the responsibility of each property Owner within Parkside at the time of construction of a building, residence or structure, to comply with the construction plans for surface water management system pursuant to Chapter 40D-4, Florida Administrative Code, approved and on file with the Southwest Florida Water Management District.

2. As to all Lots abutting wet detention ponds, it is the Lot Owners responsibility not to remove native vegetation (including cattails) that becomes established within the wet detention pond abutting their property. Removal includes dredging, the application of herbicide, and cutting. Lot Owners should address any question regarding authorized activities within the wet detention pond to SWFWMD, Brooksville Permitting Department.
3. No Owner of property within the subdivision may construct or maintain any building, residence, or structure, or undertake or perform any activity in the wetlands, buffer areas, and upland conservation easements described in the approved permit and recorded plat of the subdivision, unless prior approval is received from the Southwest Florida Water Management District Tampa Permitting Department pursuant to Chapter 40D-4 Florida Administrative Code.
4. The SWFWMD has the right to take enforcement measures, including civil actions for injunction and/or penalties, against the Association to compel it to correct any outstanding problems with the surface water management system facilities.
5. If the Association ceases to exist, all of the Lot Owners, parcel Owners or Unit Owners shall be jointly and severally responsible for the operation and maintenance of the surface water management system facilities in accordance with the requirements of the Environmental Resource Permit, unless and until an alternate entity assumes responsibility for the same.
6. No Owner of a Lot may obstruct, alter, or modify any rear yard swale or side yard swale located upon any Lot or located within the Common Area adjacent to any Lot. It shall be the Owners responsibility to maintain any rear yard swale and side yard swale located on Owner's Lot and located on the Common Area adjacent to any Lot.

#### **Section 15. Noxious Activities.**

1. The pursuit of hobbies, professions, or other inherently dangerous activities, including specifically, without limiting the generality of the foregoing, the assembly and disassembly of motor vehicles and other mechanical devices which might cause disorderly, unsightly or unkempt conditions; the shooting of firearms, fireworks or pyrotechnic devices of any type or size, and other such activities shall not be pursued or undertaken on any part of any Lot or the Common Areas without the consent of the Developer or Association.
2. No noxious or offensive trade or activity shall be carried on upon any Lot, nor shall anything be done thereon which may be or become an annoyance to the neighborhood.
3. No commercial vehicles shall be permitted to remain overnight or any period of eight (8) consecutive hours on the property or in the public view within Parkside, other than as may be used by the DECLARANT in conjunction with construction operations.
4. No private pickup trucks or vans exceeding a 3/4 ton weight limit, or trailers, and no unlicensed motor vehicles of any type shall be permitted to remain overnight on the Lot of a private dwelling or Common Area unless approved by the Board of Directors.
5. No individual water supply system will be permitted upon any Lot except for sprinkler systems, swimming pools or air conditioners.

**Section 16. Storage of Materials and Equipment Placement.**

1. Incinerators for garbage, trash or other refuse shall not be used nor permitted to be erected or placed on any Lot. Any and all equipment, coolers, water conditioners, pool filters and/or heating equipment, woodpiles, garbage cans, refuse or storage piles placed on a Lot (whether temporary or permanent) shall be walled, fenced or landscape buffered to conceal same from the view of the neighboring Lots, roads, streets, the waterfront or open areas. Plans for all screens, walls, and enclosures must receive written approval by the Committee prior to construction.
2. No lumber, brick, stone, cinder block, concrete or other building materials, scaffolding, mechanical devices or any other thing shall be used for longer than the length of time reasonably necessary for the construction to completion of the improvement for which same is to be used.
3. No exposed above-ground tanks will be permitted for the storage of fuel or water or any other substances, except for water tanks that may be constructed by the DECLARANT for the storage of potable water for the community and fuel tanks for DECLARANT'S use during construction operations with the prior written approval of the Committee.

**Section 17. Easement Rights.**

1. Easement Rights. Easements are expressly provided for and reserved in favor of the occupants of the Property, their guests and invitees, for ingress and egress over and about the Common Areas for the purpose of entering and leaving the Property and for vehicular traffic over and across such portions of any Common Areas as are used as roads within the Development Area. The rights provided under this easement shall be exercised by the foregoing parties in a manner so as not to interfere with the use and enjoyment of any Common Areas by the dwelling occupants, their families, guests or tenants. The use by DECLARANT, its agents or employees, of the easement described herein during the construction period shall not be deemed an interference of the use and enjoyment of the CommonArea.
2. Perimeter Walls, Fences and Private Utilities. A perpetual easement for the installation and maintenance of a wall and/or fence and/or landscape and/or private utilities is hereby reserved, declared, granted and conveyed unto both the Declarants and the Association across the portion of each Lot that is labeled as HOA easement, or as landscape, wall and private utility easement, or as drainage and private utility easement, or as private drainage easement on the plat as recorded in the Manatee County public records, or on any amendment to the plat, whether evidenced by survey's affidavit or otherwise.

**Section 18. Windows.** All metal windows shall have a white finish; wood windows shall be painted to be in harmony with the exterior color of the house. DECLARANT reserves the right to allow other color finishes for metal windows. However, mill bright finished windows are prohibited.

**Section 19. Landscaping, Sodding, and Driveways.** All dwellings shall be constructed with concrete driveways, completely sodded lawns, sidewalks the width of the Lot along the edge of all road right-of-ways and a basic shrubbery planting across the front of the house. All sod installed on a Lot shall be of either Argentine Bahia or of a St. Augustine variety, such as St. Augustine, Floratam, Seville or equivalent. Bare spots in sod are not allowed and must be re-sodded within 14 days of notification by the Committee. If the Owner fails to re-sod the bare spots within fourteen (14) days of notification by the Committee, the Association shall have the right to re-sod the bare spots and charge the Owner for the actual cost of re-sodding, plus a \$100.00 penalty fee.

## **Section 20. Central Irrigation System.**

1. **Installation.** Developer shall at its sole cost and expense, install the components of the Central Irrigation System, to include without limitation, pump stations and facilities, irrigation pumps and transmission pipes and line, electric panels, pedestals, and wires, wells and pumping equipment and controls. The foregoing components, together with all timers, valves, and other accessory equipment and components comprising the Central Irrigation System, as the same may be modified from time to time (but not including the separate Lot Irrigation Systems of the Lot Owners on their respective lots), are referred to herein as the "Central Irrigation System". The Central Irrigation System will utilize water withdrawn from the lakes and ponds within Parkside, supplemented by a lake recharge well, subject to receipt of all applicable governmental permits.
2. **Operation and Maintenance.** The Association shall, at its sole expense and at no expense to Developer, operate and maintain the Central Irrigation System in good operating condition to assure water conservation and the proper supply of water to irrigate the Common Areas and the Lots, including but not limited to repairs, maintenance, electricity costs, and replacement. The Association shall have the right and authority to establish rules and regulations pertaining to the operation and maintenance of the Central Irrigation System, including without limitation, watering schedules and allotted times for watering of the Common Areas and the Lots, and the establishment of fines and penalties for violations of the rules and regulations. The costs of operation and maintenance of the Central Irrigation System shall be a common expense of the Association and shall be included in the annual assessment for each Lot.

**Section 21. Mandatory Lot Irrigation System.** Each Lot shall be required by the Association to have automated lawn irrigation system with automated timers (the "Lot Irrigation System"). Such system shall be connected to the Central Irrigation System. The Lot Irrigation System shall be installed and connected to the Central Irrigation System at the time of original construction of Lot improvements at the cost and expense of the Owner of such Lot. The design and specification of materials used for the Lot Irrigation System and its connection to the Central Irrigation System for each particular Lot shall be as specified and approved by the Association. In order to ensure the efficient operation of the Central Irrigation System and the individual Lot Irrigation Systems, the timer settings for each individual Lot Irrigation System shall be set in accordance with a watering schedule as established by the Association, which schedule shall be adjusted by the Association as it deems proper.

The respective obligations for maintenance, repair and replacement of the Central Irrigation System and the Lot Irrigation Systems shall be as follows:

- (a) All components of the Central Irrigation System up to the point of connection to each Lot (but not including the separate Lot Irrigation Systems of the Lot Owners on their respective Lots) shall be maintained and operated by the Association as a common expense; provided, however, the Owner of a Lot shall do nothing to interfere with the operation of the Central Irrigation System, and shall be liable to the Association for any damage to the Central Irrigation System caused by the willful acts or negligence of such Owner, his tenants and their respective families, guests, contractors, licensees and invitees. The Developer and the Association and their agents shall have the right to enter upon any Lot to (i) monitor and set Lot Irrigation System timers; and (ii) inspect, maintain, repair and replace portions of the Central Irrigation System on such Lot, and shall have the right to relocate such installations from time to time.

- (b) All components of the Lot Irrigation System and automatic timers up to the point of connection to the Central Irrigation System shall be maintained, repaired and replaced at the cost and expense of the Owner of such Lot.

**Section 22. Reclaimed Effluent Irrigation System.** It shall be the responsibility of each Owner at the time of construction of a building, residence or structure, to comply with the requirements, if any, of the Manatee County Public Works Department to have the ability to connect into any system for reclaimed effluent irrigation which may be installed in the future. In connection therewith, each Owner may be required by Manatee County to install an effluent meter, backflow preventer, and such other equipment required for connection to the reclaimed effluent irrigation system, if required by Manatee County. Notwithstanding the foregoing, each Lot shall remain connected to the Central Irrigation System and shall not connect to any reclaimed effluent system unless the Developer (or after turnover the Association) elects to require connection or unless connection is mandated and enforced by Manatee County.

**Section 23. Ponds.** All ponds owned by Association which are designed to retain water on a continuous basis shall be restricted for use solely by Association. No Lot Owner shall be permitted to make any use whatsoever of ponds owned by Association. No hedges, walls or any other structures may be erected within twenty (20) feet of the rear lot line of those Lots abutting the pond areas without the prior written approval of the adjacent Property Owners and the Committee. No Lot Owner shall be permitted to withdraw waters from any Common Area, including but not limited to, ponds owned by the Homeowners' Association.

**Section 24. House Color.** The color(s) of the exterior of all residences shall be subject to the prior approval of the Committee.

**Section 25. Miscellaneous.**

1. **Elevation Changes.** No Owner or occupant other than the DECLARANT shall excavate or extract earth from any of the Lots subject to this Declaration for any business or other commercial purpose. No elevation changes shall be permitted which materially affect surface grade of surrounding Lots. No Lot shall be increased in size by filling in the water it abuts.
2. **Outside Facilities.** No outside toilet facilities shall be constructed or maintained on any Lot other than those used during construction operations.
3. **Encroachment Easements.** Notwithstanding any other provisions contained in this Declaration, in the event that any Unit, as constructed by the DECLARANT on a Lot, encroaches upon any portion of the Common Areas or adjoining Lots, then a perpetual easement appurtenant to such Lot shall exist for the continuance of any such encroachment on the Common Areas or adjoining Lots. In the event any fence, roof, overhanging roof, or portion of the Unit as constructed upon any Lot by DECLARANT, encroaches or overlaps upon any other Lot or the Common Areas, then, in such event, a perpetual easement appurtenant to the Lot upon which the fence, roof, overhanging roof, or Unit is constructed shall exist for the continuation of any such encroachment or overlapping upon the adjoining Lots and Common Areas.
4. **Play Equipment.** Installation and use of play equipment shall be limited to the rear of each Lot only, and not closer than five (5) feet to property lines.

5. Towers and Play Structures. No outside tanks, towers, poles, tree houses or other storage or recreation structures for any purpose shall be erected. This includes above ground pools and skate board ramps. Basketball backboards and goals may only be constructed to the rear of the back building line of the main structure. Portable basketball backboards and goals must be stored in a garage or fenced yard out of view when not in use.
6. Storage Structures. Storage structures may be constructed in the rear yard of a residence provided the structure can not be seen from any adjacent yard, right of way, Lot, Common Area or open space. All such structures must have the prior approval of the Committee.

## ARTICLE VII

### INSURANCE

**Section 1. Directors and Officers Indemnification.** Each Director and Officer and member of the "Committee" of this Corporation shall be indemnified by the Corporation against all costs and expense reasonably incurred or imposed upon him in connection with or arising out of any action, suit or proceedings in which he may be involved or to which he may be made a party by reason of his having been a Director or Officer of this Corporation, such expense to include the cost of reasonable settlements (other than amounts paid to the Corporation itself) made with a view of curtailment of costs of litigation. The Corporation shall not, however, indemnify such Director and Officer with respect to matters as to which he shall be finally adjudged in any such action, suit or proceedings to be liable for negligence or misconduct in the performance of his duty as such Director or Officer or in respect to any matter in which any settlement or compromise is affected if the total expense, including the cost of settlement, shall substantially exceed the expense which might reasonably be incurred by such Director or Officer in conducting such litigation to final conclusion, and in no event shall anything herein contained be construed as authorizing this Corporation to indemnify any such Director or Officer against any liability of the Corporation to which he would otherwise be subject by reason of willful malfeasance, bad faith, gross negligence or reckless disregard of the duties involved in the conduct of this office. The foregoing right of indemnification shall be in addition to any other rights to which any such Director or Officer may be entitled as a matter of law or otherwise.

**Section 2. Personal Liability and Risk of Owner Loss(es) and Separate Insurance coverage, etc.** The Owner of each unattached Dwelling Unit/Lot will, at his own expense, obtain insurance coverage for loss of or damage to a Unit as developed, and at his discretion, any furniture, furnishings, personal effects and other personal property belonging to such Owner; and may, at his own expense and option, obtain insurance coverages for personal liability against injury to the person or property of another while within such Owner's Lot, or upon the Common Areas. All such insurance obtained by the Owner shall, wherever such provision shall be available, provide that the insurer waives its right of surrogation as to any claims against other Owners of Lots, Association, and the respective servants, agents and guests of said other Owners and Association. Risk of loss or damage to any furniture, furnishings, personal effects and other personal property (other than such furniture, furnishings and personal property constituting a portion of the Common Areas) belonging to or carried on the person of the Owner of each Lot, or which may be stored in any Unit, or in, to or upon Common Areas shall be borne by the Owner of each such Unit as developed. All furniture, furnishings and personal property constituting a portion of the Common Areas and held for the joint use and benefit of all Owners of all Lots, shall be covered by such insurance as shall be maintained in force and effect by Association as hereinafter provided as pro-rated expense of the individual Owner. The Owner of Lots shall have no personal liability for any damage caused by the Association or in connection with the use of the Common Areas. The Owner of a Lot shall be liable for injuries or damages resulting from an accident on his own Lot, and shall be liable for all accidents occurring within his respective Lot as developed.

**Section 3. Insurance Coverage to be Maintained by Association Insurance Trustee, Appointment and Duties; Appointment Use and Distribution of Insurance Proceeds, etc. Common Areas, Structures, and their contents, and the operation and management thereto, to wit:**

1. The Association will maintain casualty insurance covering Common Areas in an amount equal to the maximum Insurance replacement value thereof, exclusive of excavation and foundation costs, as determined annually by the insurance carrier, each coverage to afford protection against (i) loss or damage by fire or other hazards covered by the standard extended coverage or other perils including windstorm endorsement and (ii) such other risks of a smaller or dissimilar nature as are or shall be customarily covered with respect to buildings, similar in construction, location and use, including vandalism, malicious mischief, and such other insurance coverages as and to the extent available, which may from time to time be deemed by the Board of Directors of the Association to be necessary and proper and in the best interests of the Association and the Owners therein.
2. Public liability and property damage insurance in such amounts and in such form as shall be required by Association to protect said Association, which may from time to time be deemed by the Board of Directors of the Association to be necessary and proper and in the best interests of the Association and the Owners therein; provided, however, that in any event said public liability and property damage insurance shall cover all Common Areas, public ways, and any other areas which are under the supervision of the Association. Further, said insurance shall cover all commercial spaces that are owned by the Association. Said insurance shall provide coverage of at least \$1,000,000.00 for bodily injury and property damage for any single occurrence. Said insurance shall provide coverage for (i) bodily injury and property damage that results from the operation, maintenance or use of the Common Areas; and (ii) any legal liability resulting from lawsuits related to employment contracts in which the Association is a party. Said policies shall provide for at least ten (10) days written notice to the Association before the insurer can cancel or substantially modify it.
3. Workmen's Compensation Insurance to meet the requirements of Law.
4. Fidelity Bonds. The Association shall provide a blanket fidelity bond for any person who either handles or is responsible for funds held or administered by the Association, whether or not said persons receive compensation for their services. Any management agent that handles funds for the Association shall be required to provide evidence of coverage under a fidelity bond. Except for fidelity bonds that a management agent obtains for its personnel, all other fidelity bonds shall name the Association as an obligee and shall have their premiums paid as a common expense of the Association. Said bonds shall provide for coverage in the amount of the maximum funds that will be in the custody of the Association or its management agent at any time while the bonds are in force and in any event said fidelity bonds must cover at a minimum an amount equal to the sum of three months assessments on all properties, plus the Association's reserve funds. The bonds shall include a provision providing for ten days' written notice to the Association or insurance trustee before the bonds can be cancelled or substantially modified for any reason. The bonds shall provide that this same notice must also be given to each servicer that services a Federal National Mortgage Association-owned mortgage in the Property.

5. Such other insurance coverage, other than title insurance, as the Board of Directors of the Association, in its sole discretion, may determine from time to time to be in the best interests of the Association and the Owners of all Lots.

All insurance coverage authorized to be purchased shall be purchased by Association for itself and for the benefit of all of the Owners of all Lots. The cost of obtaining the insurance coverage authorized above is declared to be a pro-rated expense of the Unit/Lot Owners, as are any other fees and expenses incurred which may be necessary or incidental to carry out the provisions hereof.

All policies of casualty insurance shall provide for the insurance proceeds covering any loss to be payable to the Association as Insurance Trustee, or to its successor, and the insurance proceeds from any casualty loss shall be held for the use and benefit of Association and all Owners and their respective Mortgagees, as their interests may appear, and such insurance proceeds shall be applied or distributed in the manner herein provided. Association is hereby declared to be and appointed as Authorized Agent for all of the Owners for the purpose of negotiating and agreeing to a settlement as to the value and extent of any loss which may be covered under any policy of casualty insurance, and is granted full right and authority to execute in favor of any insurer a release of liability arising out of any occurrence covered by any policy or policies of casualty insurance and resulting in loss of or damage to insured property.

The company or companies with which casualty insurance may be placed shall be selected by Association, and all parties beneficially interested in such insurance coverage shall be bound by such selection of insurance company or companies made by Association.

Association shall have the right to function as or designate a bonded Insurance Trustee, and all parties beneficially interested in such insurance shall be bound thereby. If it appears that the insurance proceeds covering the casualty loss or damage payable to the Insurance Trustee are not sufficient to pay for repairs, replacement or reconstruction of the loss or damage, or that the insurance proceeds when collected will not be sufficient, then Association shall levy and collect an assessment against the Owners of all Lots in an amount which shall provide the funds required to pay for said repair, replacement or reconstruction.

In the event of loss of or damage to property covered by such casualty insurance, Association shall, within sixty (60) days after any such occurrence obtain reliable and detailed estimates of the cost to place the damaged property in condition as good as that before such loss or damage, such estimates to contain and include the cost of any professional fees and premiums for such Bond as the Board of Directors of Association may deem to be in the best interests of the membership of said Association.

## **ARTICLE VIII**

### **GENERAL PROVISIONS**

**Section 1. Covenants Run with Land.** All restrictions, reservations, covenants, conditions and easements contained in this Declaration shall constitute covenants running with the land, and all grantees, devisees, or mortgagees, their heirs, personal representatives, successors and assigns, and all parties claiming by, through or under such persons, agree to be bound by the provisions of this Declaration and the Articles of Incorporation and Bylaws of the Association; which will be the entity responsible for the operation and maintenance of the Common Areas.

**Section 2. Enforcement.** The Association, the DECLARANT or any Owner, shall have the right to enforce, by a proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

**Section 3. Severability.** Invalidation of any one of these covenants or restrictions by Judgment or court order shall in no way affect any other provisions, which shall remain in full force and effect.

**Section 4. Amendment.** The covenants and restrictions of this Declaration shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Association, or the Owner of any Lot subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of forty (40) years from the date this Declaration is recorded, after which time said covenants shall automatically be extended for successive periods of ten (10) years. The Covenants, Conditions and Restrictions of this Declaration may be amended by an instrument approved by not less than two-thirds (2/3) of the Unit Owners. Any amendment must be properly recorded, provided further however, that the DECLARANT may file (i) the amendment(s) referred to in, Article II of this Declaration for the purpose of adding additional property to the Property and for submitting such additional property to this Declaration; and (ii) any amendments hereto required by the Federal National Mortgage Association or Veteran's Administration or Federal Housing Administration or Federal Home Loan Mortgage Corporation or similar entities and (iii) any amendment required by any utility, water management district, or any governmental body or regulatory authority with jurisdiction over the Property, by an instrument executed only by DECLARANT. Such amendment need not be signed or executed in the manner otherwise provided for herein and shall not require the consent of the Members. Any amendment to this Declaration that would affect the surface water management systems, including lakes, retention areas, culverts and related appurtenances must have the prior written approval of the Southwest Florida Water Management District.

**Section 5. Remedy for Violation.** For violation or a breach of any of the provisions herein, or the provisions of the Articles of Incorporation or Bylaws or the Association, by any person claiming by, through or under the DECLARANT and/or the Association, or by virtue of any judicial proceedings, the Owner, or the Association, or the DECLARANT, or a first mortgagee, or any of them, shall have the right to proceed at law for damages and/or in equity to compel compliance with any of them or for such other relief as may be appropriate. In addition to the foregoing right, whenever there shall have been built upon the Property any structure which is in violation of this Declaration, the Association, upon the affirmative vote of a majority of the Board of Directors, may enter upon the property where such violation exists, and summarily abate or remove the same at the expense of the Owner, provided, however, that the Association shall then, at the expense of the Owner, make the necessary repairs or construction, to insure that the property and improvements where such violation occurred is restored to the same condition in which it existed prior to such violation, and any such entry, abatement, removal or restoration and construction work shall not be deemed a trespass. The Association shall have all lien rights against the Owner's Lot as set forth in this Declaration to enforce collection of all expenses incurred by the Association in abating or removing a violation and making necessary repairs to a Lot or Dwelling as set forth herein. In the event that resort to this Section 5 becomes necessary, or it becomes necessary to engage the services of an attorney for enforcement of any of the provisions of this Declaration, then the defaulting parties shall be liable for any and all costs of enforcement, including but not limited to any attorneys' fees and expenses, and including any court costs, attorneys' fees, or related expenses if legal proceedings are instituted.

**Section 6. Effect of Waiver of Violation.** No waiver of breach or violation of any of the terms, provisions and covenants in this Declaration, or in the Articles of Incorporation or Bylaws of the Association, shall be construed to be a waiver of any succeeding breach of the same term, provision or covenant to this Declaration, or the Article of Incorporation or Bylaws of the Association.

**Section 7. FHA-VA-FNMA-FHLMC Approval.** As long as there is (a) a Class B membership, or (b) a mortgage on a Lot that has been purchased or for which a commitment to purchase has been issued by the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation, or (c) a mortgage on a Lot that is insured or guaranteed, or for which a commitment to insure or guarantee has been issued by the Federal Housing Administration or the Veteran's Administration, the following actions will require the prior approval of the Federal Housing Administration, the Veteran's Administration, the Federal National Mortgage Association, or the Federal Home Loan Mortgage Corporation, whichever the case may be: annexation of additional properties outside the Development Area; dedication of Common Areas; and the material amendment of this Declaration (other than for submitting property from the Development Area to the terms of this Declaration or making such amendments as required by a governmental authority or utility having jurisdiction over the Property); otherwise said approval will not be required.

DECLARANT intends that the within Declaration of Covenants and Restrictions shall comply with the requirements of and receive the approval of FHA, VA, FNMA and FHLMC. In the event any of these regulatory bodies require any changes or modifications in this Declaration as pre-requisite to the giving approval to this Declaration, DECLARANT reserves the right to cause such changes and modifications to be made and any and all Owners agree to join in, consent to, ratify, adopt and approve such changes as may be required by FHA, VA, FNMA and FHLMC or any of them.

**Section 8. Instruments Governing Common Areas and Owners of Lots.** This Declaration and the Articles of Incorporation, Bylaws of the Association, and any lawful amendments, from time to time, to said instruments, shall govern the Common Areas and the rights, duties and responsibilities of the Owners of Lots.

**Section 9. DECLARANT as Owner.** During the sales period for the sale of the Lots in the Property or any additions thereto, or the sale of Lots in the Development Area, by DECLARANT to third parties, or during such time that DECLARANT owns any Lots for sale to a third party in the Property or the Development Area, the members of the Association shall not take an action that would interfere with or deter DECLARANT'S promotion or sale of said Lots to third parties or third parties whom the DECLARANT may deem to be its agent.

**Section 10. Notice to Owners.** Whenever notices are required to be given hereunder, the same shall be sent to the Owners by regular mail at the address of the Unit situated upon the Lot except that any notice of a violation of the terms of this Declaration shall be sent Certified Mail or Certified Mail Return Receipt Requested. Such notices shall be deemed given when deposited in the United States mails. Any Owner may change his mailing address by written notice given to the DECLARANT at: Windward Homes, Inc., 5439 Beaumont Center Blvd., Suite 1050, Tampa, FL 33634, or to the Association at the same address or to any address subsequently designated by the DECLARANT or Association from time to time.

**Section 11. Approval of First Mortgagees.** As long as there is any mortgage on a Lot that has been purchased or for which a commitment to purchase has been issued by the Federal National Mortgage Association or the Federal Home Loan Mortgage Corporation, or a mortgage on a Lot that is Insured or guaranteed, or for which a commitment to insure or guarantee has been issued, by the Federal Housing Administration or the Veteran's Administration, the following actions will require the prior written approval of two thirds (2/3) of the holders of record of all first mortgage liens on Lots within the Property; the

alienation or encumbrance of the Common Areas by the Association, other than the granting of easements for utilities, water distribution system, cable television systems or easements for similar or related purposes; the material change in the method used for determining the assessments charged against the Lot Owners; the waiver or abandonment of the regulations or the enforcement thereof pertaining to the architectural control of the Residences constructed upon the Property; the failure of the Association to maintain fire and extended insurance coverage on the Common Area structures (at 100% of the current replacement cost); and the use of the insurance proceeds paid to the Association as the result of damage to the Common Areas for any purpose other than the repair, replacement or reconstruction of such Common Areas.

**Section 12. Right of the First Mortgagees.** Upon written request of the Association, identifying the name and address of the Holder, Insuror or Guarantor and the Lot or Unit address, any First Mortgagee, Insuror or Guarantor of said first mortgage will be entitled to timely written notice of: (i) any condemnation or casualty loss that affects either a material portion of the Property; (ii) any sixty-day delinquency in the payment of assessments of charges owed by Owner of any Dwelling Unit on which it holds the mortgage; (iii) any lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association; and (iv) any proposed action that requires the consent of a specified percentage of First Mortgagees. No first mortgage holder or institutional mortgagee shall be required to collect any assessment provided for hereunder from its mortgagor or Owner. The failure of an Owner to pay assessments due hereunder shall not constitute a default under any first mortgage or institutional mortgage unless mortgage specifically provides otherwise.

**Section 13. Gender.** Whenever the context so requires, the use of any gender shall be deemed to include all genders, and the use of the singular shall include the plural, and the plural shall include the singular.

**Section 14. Availability of Information.** The Association shall make available to any Owner, First Mortgagee, and to Holders, Insurors or Guarantors of any first mortgage, current copies of this Declaration, the Bylaws of the Association, any and all rules concerning the use and enjoyment of the Common Areas/Community Properties, and the books, records and financial statements of the Association. When used in this Section, the word "available" shall mean available for inspection, upon written request, during normal business hours or under other reasonable circumstances.

**Section 15. County Code Requirements.** The Code mandates certain documents be submitted to the Planning Director of the County, which documents must be reviewed and approved by the planning director and, once approved, said documents must be recorded as part of the documentation for the Subdivision. The following described documents have been submitted, reviewed and approved by the planning director in accordance with the Code, and are attached hereto as exhibits in compliance with the Code.

1. **Fiscal Program.** Attached as Exhibit "B" is a Fiscal Program for the Association for a period of ten (10) years. The Fiscal Program may reflect reserve funds estimated to be adequate for the maintenance and care of the Common Property, including all lands, facilities and uses under the purview of the Association and to be maintained by the Association. The Fiscal Program is in part based upon the assumption that the Association will follow the Maintenance Program described below.
2. **Maintenance Program.** There is attached as Exhibit "C" a Maintenance Program providing a recommended program for the maintenance of all major facilities to be maintained by the Association. The Association shall submit inspection reports to the District for systems utilizing effluent filtration or exfiltration or systems utilizing effluent filtration or exfiltration and retention or wet detention. The inspection shall be performed eighteen (18) months after operation is authorized and every eighteen (18) months thereafter.

3. Notice. There is attached hereto as Exhibit "D" a proposed Notice to Buyer that will be given to prospective buyers regarding the organization of the Association, Assessments and the Fiscal Program.
4. Holdings. There is attached hereto as Exhibit "E" a List of Holdings of the Association, reflecting a listing of all lands, buildings, equipment, facilities and other holdings of the Association, as proposed.
5. Right of Entry and Compliance with Manatee County Land Development Code. Attached as Exhibit "F" is the Right of Entry and Compliance with Manatee County Land Development Code providing for rights and duties of Owners and the County.

IN WITNESS WHEREOF, K. HOVNANIAN WINDWARD HOMES, L.L.C., being the DECLARANT, has caused this instrument to be executed by their duly authorized Officers and their corporate seals to be hereunto affixed all as of the day and year first above written.

Signed, Sealed and Delivered in the Presence of:

K. HOVNANIAN WINDWARD HOMES, L.L.C.,  
A Florida limited liability company

By: Paul H. Corace

Its: Vice President

Paul H. Corace  
AIMEE WALKER THOMAS

STATE OF FLORIDA  
COUNTY OF HILLSBOROUGH

Subscribed and sworn to (or affirmed) before me this 19TH day of JULY, 2004, by PAUL H. CORACE, VICE PRESIDENT of K. Hovnanian Windward Homes, L.L.C., who is personally known to me.

Aimee Walker Thomas, Notary Public, Commission No. \_\_\_\_\_

Name of Notary Printed AIMEE WALKER THOMAS



Exhibit "A"

(Page 1 of 2)

**PARKSIDE PROPERTY OWNERS ASSOCIATION  
APPLICATION FOR APPROVAL OF HOME LEASE**

Date: \_\_\_\_\_

Lot/Block Number: \_\_\_\_\_

**OWNER(S):**

Name: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Address: \_\_\_\_\_

Phone Number: \_\_\_\_\_

\_\_\_\_\_

**TENANT(S):**

Name: \_\_\_\_\_

Home/Work Ph: \_\_\_\_\_

Social Security #: \_\_\_\_\_

Mobile Ph: \_\_\_\_\_

Name: \_\_\_\_\_

Home/Work Ph: \_\_\_\_\_

Social Security #: \_\_\_\_\_

Mobile Ph: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

NUMBER OF PERMITTED OCCUPANTS: \_\_\_\_\_

NAMES OF PERMITTED OCCUPANTS:

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

4. \_\_\_\_\_

5. \_\_\_\_\_

6. \_\_\_\_\_

MAXIMUM NUMBER OF OCCUPANTS: \_\_\_\_\_

PERMITTED VEHICLES:

Year/Make/Model \_\_\_\_\_

Year/Make/Model \_\_\_\_\_

Year/Make/Model \_\_\_\_\_

LEASE TERM: From \_\_\_\_\_ to \_\_\_\_\_.

RENT: \$ \_\_\_\_\_ PER MONTH

SECURITY DEPOSIT: \$ \_\_\_\_\_

PREPAID RENT: \$ \_\_\_\_\_

OPTION TO RENEW: ☐ Yes ☐ No

OPTION TO PURCHASE: ☐ Yes ☐ No

PETS ALLOWED: ☐ Yes ☐ No

PERMITTED PETS: Number: \_\_\_\_\_

Type: \_\_\_\_\_

Description: \_\_\_\_\_

APPROVAL FEE \$ \_\_\_\_\_ (ATTACH)

LEASE AGREEMENT (ATTACH)

**Certifications: Owner and Proposed Tenant REPRESENT, WARRANT AND CERTIFY the following:**

1. The information contained above is true and correct as of this date.
2. Attached hereto is a true and correct copy of the proposed lease which both Owner and Tenant represent and warrant is enforceable in accordance with its terms from the effective date forward.
3. Tenant acknowledges receipt of a copy of the Declaration of Covenants, Conditions and Restrictions for Parkside (the "Declaration") and a copy of all Rules and Regulations (the "Rules and Regulations") of the Parkside Property Owners Association, Inc. (the "Association").
4. Tenant covenants and agrees to comply with the Declaration and Rules and Regulations as the same are now in effect and as may hereafter be amended.
5. Tenant covenants and agrees that only the above named persons shall occupy the Home, other than overnight guests and in-home professional caregivers.
6. Owner certifies that there has been no other lease of the subject Home during the current calendar year.
7. Owner certifies that he/she will require Tenants' compliance with the Declaration and Rules and Regulations and will enforce, at owners' expense, the same by all legal means, including eviction.
8. Owner agrees to reimburse Association any and all court costs and reasonable attorneys fees incurred by Association in requiring Tenants' compliance with the Declaration and/or Rules and Regulations.
9. Both Owner and Tenant acknowledge that Association is relying upon the truth and accuracy of the above information and certifications in granting its approval of the proposed lease.
10. Both Owner and Tenant agree to deliver to Association copies of all Lease modifications, amendments and extensions at least fifteen days prior to their effective date.

Under penalties of perjury, we declare that we have read the foregoing and that the information contained herein and attached hereto is true, accurate and authentic, to the best of our knowledge and belief.

**OWNER(S)**

\_\_\_\_\_  
\_\_\_\_\_

**TENANT(S)**

\_\_\_\_\_  
\_\_\_\_\_

EXHIBIT "B"

# PARKSIDE

## Ten Year Fiscal Program\*

### Annual Homeowner Association Budget

EXPENSES	<u>year 1</u>	<u>year 2</u>	<u>year 3</u>	<u>year 4</u>	<u>year 5</u>	<u>year 6</u>	<u>year 7</u>	<u>year 8</u>	<u>year 9</u>	<u>year 10</u>
<b>Grounds Maintenance</b>										
Irrigation (Operating)	5,200	5,330	5,463	5,600	5,740	5,883	6,030	6,181	6,336	6,494
Irrigation (Repair)	1,200	1,230	1,261	1,292	1,325	1,358	1,392	1,426	1,462	1,499
Playground Maintenance	1,500	1,538	1,576	1,615	1,656	1,697	1,740	1,783	1,828	1,873
Grounds Maintenance	35,000	35,875	36,772	37,691	38,633	39,599	40,589	41,604	42,644	43,710
Landscape Replacement	13,500	13,838	14,183	14,538	14,901	15,274	15,656	16,047	16,448	16,860
Arbor Care	3,500	3,568	3,677	3,769	3,863	3,960	4,059	4,160	4,264	4,371
Pond Maintenance	2,500	2,563	2,627	2,692	2,760	2,829	2,899	2,972	3,046	3,122
Electricity	1,200	1,230	1,261	1,292	1,325	1,358	1,392	1,426	1,462	1,499
Street Lighting	14,000	14,350	14,709	15,076	15,453	15,840	16,236	16,642	17,058	17,484
<b>Management &amp; Administration</b>										
Annual CPA Report	850	871	893	915	938	962	986	1,010	1,036	1,062
Bank Charges	250	256	263	269	276	283	290	297	305	312
Corporate Annual Report Fee	75	77	79	81	83	85	87	89	91	94
Directors' & Officers Liability Fee	800	820	841	862	883	905	928	951	975	999
Gen. Liab. & Prop. Insurance	6,500	6,663	6,829	7,000	7,175	7,354	7,538	7,726	7,920	8,118
Legal Expense	500	513	525	538	552	566	580	594	609	624
Management Fee	6,000	6,150	6,304	6,461	6,623	6,788	6,958	7,132	7,310	7,493
Office Supplies	500	513	525	538	552	566	580	594	609	624
Postage	500	513	525	538	552	566	580	594	609	624
Printing and Copying	725	743	762	781	800	820	841	862	883	905
Archiving/Storage	240	246	252	258	265	272	278	285	292	300
<b>Reserves</b>										
Contingency	3,500	3,588	3,677	3,769	3,863	3,960	4,059	4,160	4,264	4,371
Wear	5,500	5,638	5,778	5,923	6,071	6,223	6,378	6,538	6,701	6,869
<b>Total</b>	<b>103,540</b>	<b>106,129</b>	<b>108,782</b>	<b>111,501</b>	<b>114,289</b>	<b>117,146</b>	<b>120,075</b>	<b>123,077</b>	<b>126,153</b>	<b>129,307</b>
<b>Total per Unit</b>	<b>916</b>	<b>939</b>	<b>963</b>	<b>987</b>	<b>1,011</b>	<b>1,037</b>	<b>1,063</b>	<b>1,089</b>	<b>1,116</b>	<b>1,144</b>

\* This budget is only a projected forecast. Actual costs and assessments will be effected by a variety of factors including, but not limited to, economic conditions, expansion or reduction in the scope of services directed by the Board of Directors and the availability of vendors and contractors.

**EXHIBIT "C"**  
**MAINTENANCE PROGRAM**

It is anticipated that the budgetary information submitted for the first year of operations will provide for adequate funds to maintain and operate the facilities provided by Developer.

Subsequent years may require additional funds, which will be assessed and collected as required by the Declaration of Covenants, Conditions, Easements and Restrictions to which each lot is subject.

The maintenance of the open space areas, depicted on the plat, will include appropriate routine mowing, tree trimming, pest and weed control, irrigation repair, plant trimming and replacement and lake cleaning and treatment.

The lake areas require continual inspection and maintenance, provision for which has been made at least quarterly in compliance with various regulatory permits, not limited to Southwest Florida Water Management District and Manatee County. The above permit conditions are regulated and performed by the Parkside Property Owners Association, Inc. to which the Declaration is subject.

In all events, a program is being established and will be established respecting all areas of the Subdivision, so as to assure compliance with the requirements of the regulatory bodies of Manatee County and specifically its Land Development Code.

**EXHIBIT "D"**  
**NOTICE TO BUYERS**

To the purchasers of lots in **PARKSIDE** SUBDIVISION, Manatee County, Florida. You are hereby notified that the purchase of your Lot is subject to:

1. The Declaration of Covenants, Conditions and Restrictions, as amended, a copy of which is provided upon execution of your contract to purchase.
2. Ownership of a Lot in said Subdivision automatically makes you a member of the **PARKSIDE PROPERTY OWNERS ASSOCIATION, INC. (Association)**, and you are subject to the Articles of Incorporation, Bylaws, Rules and Regulations. Each Lot entitles its Owner to one vote in the affairs of the Association.
3. The Association owns and controls the common property, as described in the Listing of Holdings, and has the right and power to assess and collect for the cost of maintenance and care of all property and uses under the purview of the Association which you have the right to enjoy, in accordance with the Declaration, the Articles of Incorporation, and Bylaws of the Association. A projected ten-year Fiscal Program is included as part of the Declaration for your information.
4. The initial annual assessment by the Association is \$916.00 per Lot, to be paid upon closing of the Lot. You are notified hereby that the Association may increase that amount as may be required to maintain the common property of the Subdivision and administer the Association.
5. Each Lot shall be used for single family residential purposes only in accordance with applicable zoning and governmental land use regulations specifically, but not limited to the Manatee County Planning & Zoning Department and this Declaration. No dwelling structure shall be occupied by more than one family, its domestic employees, and guests.
6. There are two Conservation Easements located on the common property. Unless permitted by the Manatee County Land Development Code, the following acts and activities are expressly prohibited within the boundaries of the Conservation Easements without the prior consent of Manatee County:
  - Construction or placing of buildings, roads, signs, billboards or other advertising structures on or other structures on or above the ground.
  - Construction or placing of utilities on, below or above the ground without appropriate local, state, and federal permits or other authorization.
  - Dumping or placing of soil or other substances or material as landfill or dumping or placing trash, waste, unsightly, or offensive materials.
  - Removal, mowing, or trimming of trees, shrubs or other vegetation.

- Application of herbicides, pesticides, or fertilizers.
- Excavation, dredging or removal of loam, peat, gravel, soil rock or other material substances in such manner as to affect the surface.
- Surface use except for purposes that permit the land or water areas to remain in its natural condition.
- Any activity detrimental to drainage, flood control, water conservation, erosion control, soil conservation or fish and wildlife habitat preservation.
- Acts or uses detrimental to such retention of land or water areas.

7. Each owner is hereby notified of the presence of neighboring agricultural uses, which may possibly include pesticides and herbicides and may have odors and noises associated with such uses.

8. Minimum Construction Standards. The following provisions and restrictions apply in the construction of any residence or other structure.

- (a) Only one residence is permitted per lot.
- (b) The Minimum lot size permitted is 6,050 square feet.
- (c) All structures shall be located and set back at least 20 feet from the front lot line, 7.5 feet from the side-yard lot line, and 15 feet from the rear lot line.
- (d) Maximum building height permitted of any structure is 35 feet in height and cannot exceed two stories in height.
- (e) The minimum unit living floor area of any residence permitted is 1,200 square feet.
- (f) Each lot shall have required landscaping in accordance with Manatee County Land Development Code Section 715.3.4. Which states:
  - Prior to C.O., one (1) canopy tree shall be planted within twenty-five (25) feet of the right-of-way of each local street within a residential development for every fifty (50) linear feet, or substantial fraction thereof, of right-of-way. None of these required trees shall be planted within a public or private utilities easement. Palm trees may not be utilized to meet this requirement, unless they are grouped with a minimum of two (2) used for each canopy tree. A maximum of twenty-five (25) percent of all proposed residential street trees may be palm trees.
  - The trees shall be spaced no closer than twenty-five (25) feet, unless a decorative grouping or alternative method is chosen by the developer. Existing native trees should be used to fulfill these requirements wherever they meet the spacing and size requirements.
  - Responsibility for installation and initial maintenance is the developer's until such lots are sold, when responsibility is transferred to the property owner. Responsibility for the property owner's maintenance of the trees shall be placed within the Homeowner's Documents and/or Deed Restrictions governing the development. Such trees shall be installed prior to Certificate of Occupancy for each individual unit.

More specifically, each lot will be required landscaping according to the following schedule:

PARKSIDE SUBDIVISION LOT FRONT TREE CHART							
SCHEDULE 1							
LOT NO.	NUMBER OF 2.5" OAK TREES REQUIRED TO BE INSTALLED	LOT NO.	NUMBER OF 2.5" OAK TREES REQUIRED TO BE INSTALLED	LOT NO.	NUMBER OF 2.5" OAK TREES REQUIRED TO BE INSTALLED	LOT NO.	NUMBER OF 2.5" OAK TREES REQUIRED TO BE INSTALLED
1	1	30	1	59	1	88	4
2	1	31	2	60	1	89	3
3	1	32	3	61	1	90	1
4	1	33	1	62	1	91	1
5	2	34	1	63	1	92	1
6	1	35	1	64	1	93	1
7	3	36	2	65	1	94	2
8	1	37	1	66	1	95	3
9	1	38	1	67	1	96	3
10	1	39	1	68	1	97	1
11	1	40	1	69	2	98	1
12	1	41	2	70	1	99	2
13	1	42	3	71	1	100	1
14	1	43	1	72	1	101	1
15	2	44	1	73	1	102	2
16	1	45	2	74	0	103	1
17	1	46	1	75	2	104	3
18	1	47	1	76	1	105	3
19	1	48	1	77	2	106	1
20	1	49	2	78	3	107	2
21	1	50	3	79	3	108	1
22	1	51	1	80	1	109	1
23	1	52	3	81	1	110	1
24	1	53	1	82	1	111	1
25	2	54	2	83	1	112	2
26	1	55	1	84	1	113	3
27	1	56	1	85	2	Total	46
28	3	57	1	86	1		
29	1	58	2	87	1	Grand Total	162
Total	36	Total	44	Total	36		

- (g) For the purpose of further insuring the development of said land as a residential area of highest quality and standard, and in order that all improvements shall present an attractive and pleasing appearance from all sides of view, the Association and it's appointed Architectural Control Committee (Committee) reserves the exclusive power and discretion to control and approve all of the buildings, structures and repairs and/or improvements on each Lot in the manner and to the extent set forth herein. No residence or other building, and no building, and no fence, wall, utility yard, driveway, swimming pool or other structure or repairs and/or improvement, regardless of size or purpose, whether attached to or detached from the main structure, shall be commenced, placed, erected or allowed to remain on any Lot, nor shall any addition to or exterior change or alteration thereto be made, unless and until building plans and specifications covering same, showing the nature, kind, shape, heights, size, materials, floor plans, exterior color schemes, location and orientation and approximate square footage, construction schedule, front, side and rear elevations and such other information as the Committee shall require, including, if so required,

plans for the grading and landscaping showing any changes proposed to be made in the elevation or surface contours of the land, have been submitted to and approved in writing by the Committee. All architectural, remodeling and/or landscape plans must be accompanied by site plans, which show the siting of structures on each side of the building under consideration. The Committee shall have the absolute and exclusive right to refuse to approve any such building plans and specifications and lot-grading and landscaping plans which are not suitable or desirable in its opinion for any reason, including purely aesthetic reasons and reasons connected with future development plans of the Developer of said land or contiguous land. In the event the Committee rejects such plans and specifications as submitted, the Committee shall so inform the property Owner in writing stating with reasonable detail the reason(s) for disapproval and the Committee's recommendations to remedy same if in the sole opinion of the Committee a satisfactory remedy is possible. In passing upon such building plans and specifications and lot-grading and landscaping plans, the Committee may take into consideration the suitability and desirability of proposed constructions and of the materials of which the same are proposed to be built, to the building plat 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. In addition, there shall be submitted to the Committee for approval such samples of building materials proposed to be used as the Committee shall specify and require.

9. The foregoing statements are only summary in nature and shall not be deemed to supersede or modify the provisions of the Association's Covenants or Restrictions, or any Lot sales contract between a purchaser and the Developer.

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Buyer

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Date

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Buyer

---

Date

**EXHIBIT "E"**

**Listing of Holdings  
For  
PARKSIDE**

- Tract A:** Consists of a 1.38 acre parcel of land (MOL) and includes a Wetland and Wetland Buffer Conservation Easement Drainage Easement and a Tree Preservation and Conservation Easement.
- Tract B:** Consists of a 1.37 acre parcel of land (MOL) and includes a Manatee County Conservation Easement Drainage Easement.
- Tract C:** Consists of a 2.68 acre parcel of land (MOL) designated as open space and includes a 20' landscape buffer, a utility easement recorded in O.R.B. 1196 PG 2037, a stormwater retention pond with 20' and 25' drainage easements running through it, and 2 additional stormwater ponds.
- Tract D:** Consists of a 1.29 acre parcel of land (MOL) designated as open space and includes a recreational area with a play structure, picnic table, benches and a charcoal grill, a 15' landscape buffer, a 20' landscape buffer, and a stormwater retention area.
- Tract E:** Consists of a 6.54 acre parcel of land (MOL) designated as open space and includes a 15' landscape buffer and a stormwater retention lake with 20' and 25' drainage easements running through it.
- Tract F:** Consists of a 0.13acre parcel of land (MOL) designated as open space and includes a 15' landscape buffer

**EXHIBIT "F"**  
**RIGHT OF ENTRY**  
**AND**  
**COMPLIANCE WITH MANATEE COUNTY LAND DEVELOPMENT**  
**CODE**

The Manatee County Land Development Code, Ordinance 90-01, adopted on July 25, 1990, by the Board of County Commissioners of Manatee County, Florida requires adequate ownership and management measures be provided in residential and other developments to protect and perpetually maintain all common improvements and open space. The following provisions are stipulated in Chapter Nine of the Land Development Code (Subdivision Procedures and Standards), Section 909.5, and are hereby incorporated as part of the Declaration of Covenants, Conditions, Restrictions and Easements for

**PARKSIDE SUBDIVISION**

1. **Right of Entry by County.** Manatee County (Sheriffs Dept.) law enforcement officers, health and pollution control personnel, emergency medical service personnel, and fire fighters, while in pursuit of their duties, are hereby granted authority to enter upon any and all portions of the Common Areas as may be necessary to perform those duties.
2. **Ownership of the Common Areas.** Notwithstanding anything herein contained to the contrary, the Association shall not dispose of any Common Area, by sale or otherwise, except to an organization conceived and organized to own and maintain such Common Areas, without first offering to dedicate the same to Manatee County or other appropriate governmental agency.
3. **Disturbance of Common Areas.** No lands in the Common Area shall be denuded, defaced, or otherwise disturbed in any manner at any time, except for maintenance or repair, without the prior written approval of the Manatee County Planning Director.
4. **Maintenance and Care.** In the event the Association or its successors fail to maintain the Common Area in reasonable order and condition, the provisions of the Manatee County Land Development Code allow for Manatee County, upon notice and hearing, to enter said Common Area for the purpose of maintaining same. The cost of such maintenance by the County shall be assessed pro-ratedly and such charges will be made payable by property owners within sixty (60) days after receipt of a statement therefor, and shall become a lien on the property if unpaid at the end of such period.
5. Notwithstanding any other provision of this Declaration, no violation of federal, state, or local law shall be permitted.
6. Notwithstanding any other provision of this Declaration relating to amendments, neither this Article nor any provision of this Declaration affecting this Article may be amended without the written consent of Manatee County.



## FLORIDA DEPARTMENT OF STATE

Glenda E. Hood  
Secretary of State

June 29, 2004

BAXTER, STROHAUER, MANNION & SILBERMANN, P.A.  
FIRST NATIONAL BANK OF FLORIDA BLDG.  
1150 CLEVELAND STREET, SUITE 300  
CLEARWATER, FL 33765

The Articles of Incorporation for PARKSIDE PROPERTY OWNERS ASSOCIATION, INC. were filed on June 29, 2004 and assigned document number N04000006435. Please refer to this number whenever corresponding with this office regarding the above corporation. The certification you requested is enclosed.

**PLEASE NOTE:** Compliance with the following procedures is essential to maintaining your corporate status. Failure to do so may result in dissolution of your corporation.

A corporation annual report must be filed with this office between January 1 and May 1 of each year beginning with the calendar year following the year of the filing/effective date noted above and each year thereafter. Failure to file the annual report on time may result in administrative dissolution of your corporation.

A federal employer identification (FEI) number must be shown on the annual report form prior to its filing with this office. Contact the Internal Revenue Service to insure that you receive the FEI number in time to file the annual report. To obtain a FEI number, contact the IRS at 1-800-829-3676 and request form SS-4.

Should your corporate mailing address change, you must notify this office in writing, to insure important mailings such as the annual report notices reach you.

Should you have any questions regarding corporations, please contact this office at the address given below.

Neysa Culligan, Document Specialist  
New Filings Section

Letter Number: 504A00042475

Division of Corporations - P.O. BOX 6827 -Tallahassee, Florida 32314

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# State of Florida



## Department of State

I certify the attached is a true and correct copy of the Articles of Incorporation of PARKSIDE PROPERTY OWNERS ASSOCIATION, INC., a Florida corporation, filed on June 29, 2004, as shown by the records of this office.

The document number of this corporation is N04000006435.

Given under my hand and the  
Great Seal of the State of Florida  
at Tallahassee, the Capitol, this the  
Twenty-ninth day of June, 2004



CR2EO22 (2-03)

*Glenda E. Hood*  
Glenda E. Hood  
Secretary of State

FILED  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA

04 JUN 29 PM 3:46

**ARTICLES OF INCORPORATION  
OF  
PARKSIDE PROPERTY OWNERS ASSOCIATION, INC**  
(A corporation not-for-profit)

The undersigned, all being of full age, do hereby associate ourselves together, and we do hereby agree for ourselves, our associates and our assigns, to become a corporation not-for-profit under Chapter 617, Florida Statutes, providing for the formation, liability, rights, privileges, benefits and obligations conferred and imposed by said law on corporations organized pursuant to the provisions thereof, and hereby make, subscribe and acknowledge and file these Articles of Incorporation as follows:

**ITEM 1. - NAME OF CORPORATION**

- 1.01 Name - The name of this corporation shall be PARKSIDE PROPERTY OWNERS ASSOCIATION, INC.

**ITEM 2. - GENERAL NATURE OF BUSINESS**

- 2.01 Purpose - The objects and purposes for which this corporation is formed are:

- (1) To promote cooperation among lot owners and property owners in PARKSIDE, and generally to provide for the mutual assistance, welfare and improvement of all such persons.
- (2) In furtherance of its corporate purposes, to enter into, make, perform and carry out contracts of every kind, with any person, firm, corporation, private, public or municipal, under the Government of the United States, or any foreign government, so far as, and to the extent that, the same may be done and performed by a corporation organized under Chapter 617, Florida Statutes.
- (3) Subject to the restrictions and limitations imposed by law, to purchase or otherwise acquire, hold, own, sell, assign, transfer, mortgage, pledge, create a security interest in, exchange or otherwise dispose of the shares, bonds, obligations or other securities or evidences of indebtedness of other corporations, domestic and foreign, of any person, firm or corporation, domestic or foreign, and, if desirable, to issue and exchange therefor bonds or other obligations of this corporation, and while the owner of such shares, to exercise all rights, powers and privileges of ownership, including the power to vote thereon; and in furtherance of the corporate purposes, in the course of transaction of the affairs of the corporation, to acquire real and personal property, rights and interests of every nature, and to sell such bonds, debentures or other instrument or instruments, mortgaging, pledging or creating a security interest in the same, or in any deed, contract or other instrument relating thereto.

(4) To do everything necessary, suitable or proper for the accomplishment, attainment or furtherance of, to do every other act or powers set forth in these Articles of Incorporation, whether alone or in association with others; to possess all the rights, powers and privileges now or hereafter conferred by the laws of the State of Florida, and, in general, to carry on any of the activities and to do any of the activities and to do any of the things herein set forth and to the same extent as fully as a natural person or partnership might or could do; provided that nothing herein set forth shall be construed as authorizing the corporation to possess any purpose, object or power, or to do any act or things forbidden by law to a not-for-profit corporation organized under the laws of the State of Florida.

(5) The corporation shall not engage nor shall any of its funds, property or income be used to carry on propaganda or other wise attempt to influence legislation, nor shall the corporation participate in or intervene in (including the publishing or distributing of statements) any political campaign on behalf of any candidate for public office, nor shall the corporation engage in subversive or un-American activities.

### ITEM 3. - SCOPE OF POWERS

3.01 The corporation shall have the power, either directly or indirectly, either alone or in conjunction with others to do any and all lawful acts and things and to engage in any and all lawful activities which may be necessary, useful, desirable, suitable or proper for the furtherance, accomplishment, fostering or attainment of any or all of the purposes for which the corporation is to further accomplish, foster or attain any of such purposes. Notwithstanding anything herein to the contrary, this corporation shall have the corporate powers described in Section 617.021, Florida Statutes, as amended from time to time, together with those powers conferred by the Declaration of Covenants, Conditions, Restrictions, these Articles of Incorporation and any and all lawful Bylaws of the corporation and in furtherance of the exempt purposes of organizations set forth in Section 501 (c) of the Internal Revenue Code of 1954, as amended, and its regulations as the same now exist, or as they may be hereafter amended from time to time.

3.02 The Corporation shall have the power to operate and maintain the surface water management system facilities, including all inlets, ditches, swales, culverts, water control structures, retention and detention areas, ponds, lakes, flood plain compensation areas, wetlands and any associated buffer areas and wetland mitigation areas.

3.03 The corporation shall have the right to assess members and enforce assessments.

3.04 The corporation shall have the right to engage the services of a professional management company to manage the affairs of the homeowners association for a fee.

**ITEM 4. - NON-PROFIT CHARACTER OF CORPORATION**

- 4.01 This corporation is not organized for profit. In the event of the liquidation or dissolution of the corporation, whether voluntary or involuntary, members shall be entitled to any distribution or division of its remaining property or proceeds, and the balance of all money and other property received by the corporation from any source, after the payment of all debts and obligations of the corporation, shall be used or distributed, subject to the order of the Circuit Court of the State of Florida, as provided by Florida Statute 617.05, exclusively for purposes within those set forth in Item 2 of these Articles of Incorporation, and within the intentment of Section 501 (c) of the Internal Revenue Code of 1954, and the regulations thereunder as they now exist or as they may hereafter be amended.

**ITEM 5 - QUALIFICATION**

- 5.01 The membership of this corporation shall consist of all persons hereinafter named as Directors and such other persons as from time to time hereafter may become members in the manner provided in the Bylaws.
- 5.02 Notwithstanding anything contained in these Articles of Incorporation or the By-Laws of this Corporation to the contrary, every person or entity who is a record owner of any lot in Parkside, by recorded plat in the Public Records of Manatee County, Florida, together with addition which may be made pursuant to the Parkside Declaration of Covenants, Conditions and Restrictions as recorded in the Public Records of Manatee County, Florida, shall be entitled to membership and voting rights in the Association. Membership in this Corporation is pertinent to and inseparable from ownership of lots in Parkside as above set forth.

**ITEM 6 - TERM OF EXISTENCE**

- 6.01 This corporation is to exist perpetually, however, if the association is dissolved, the control or right of access to the property containing the surface water management facilities shall be conveyed or dedicated to an appropriate governmental unit or public utility and that if not accepted, then the surface water management system facilities shall be conveyed to a non-profit corporation similar to the association.

**ITEM 7 - PLACE OF OPERATION**

- 7.01 The operations of the corporation are to be conducted principally within Manatee County, Florida.

**ITEM 8 - PRINCIPAL OFFICE**

- 8.01 The corporation's principal office shall initially be located at 5439 Beaumont Center Blvd., Suite 1050, Tampa, Florida 33634.

**ITEM 9 - INCORPORATORS**

- 9.01 The INCORPORATORS of this corporation are: (1) Thomas Chad Horne, President (2) Paul H. Corace, Vice President (3) Nick R. Aparicio, Secretary-Treasurer, whose principal addresses are located at 5439 Beaumont Center Blvd., Suite 1050, Tampa, Florida 33634.

**ITEM 10 - OFFICERS**

- 10.01 The initial officers of the corporation shall be a President, a Vice President, a Secretary-Treasurer, and such other persons as shall be provide in the Bylaws of the corporation. Any person may hold two or more offices, except that the President may not also be the Secretary or Assistant Secretary of the corporation. The names of the persons who are to serve as officers of the corporation until the first annual meeting of the Board of Directors are:

Name:Address:

Thomas Chad Horne, President

5439 Beaumont Center Blvd., Suite 1050  
Tampa, Florida 33634

Paul H. Corace, Vice President

5439 Beaumont Center Blvd., Suite 1050  
Tampa, Florida 33634

Nick R. Aparicio, Secretary-Treasurer

5439 Beaumont Center Blvd., Suite 1050  
Tampa, Florida 33634

The officers shall be elected at the annual meeting of the Board of Directors as provided in the Bylaws of this corporation.

**ITEM 11 - THE BOARD OF DIRECTORS**

- 11.01 The business of the corporation shall be managed by the Board of Directors. This corporation shall have not less than three (3) directors initially. The number of directors may be increased from time to time by the Bylaws, but shall never be less than three (3) nor more than nine (9). The Board of Directors shall be members of the corporation. The members of the Board of Directors shall be elected and hold office in accordance with the Bylaws. The names and addresses of the persons who are to serve as directors until the first annual membership meeting of the corporation are:

Name:Address:

Thomas Chad Home, President

5439 Beaumont Center Blvd., Suite 1050  
Tampa, Florida 33634

Paul H. Corace, Vice President

5439 Beaumont Center Blvd., Suite 1050  
Tampa, Florida 33634

Nick R. Aparicio, Secretary-Treasurer

5439 Beaumont Center Blvd., Suite 1050  
Tampa, Florida 33634**ITEM 12 - BYLAWS**

- 12.01 The Board of Directors of this corporation shall provide such Bylaws for the conduct of its business and the carrying out of its purposes, as they may deem necessary from time to time. Upon proper notice, Bylaws may be amended, altered or rescinded by a majority vote of those members of the Board of Directors present at any regular meeting, or any special meeting called for that purpose.

**ITEM 13 - AMENDMENTS**

- 13.01 Upon proper notice, these Articles of Incorporation may be amended by an instrument approved by not less than two-thirds (2/3) of the owners as the same is defined in the Parkside Declaration of Covenants, Conditions and Restrictions as recorded in the Public Records of Manatee County, Florida.

**ITEM 14. - DISSOLUTION**

- 14.01 In the event this Corporation is ever dissolved, the assets of this Corporation, including the control or right of access to the property containing the surface water management system facilities, shall be dedicated to an appropriate public body or public utility or conveyed to a nonprofit organization duly established and in good standing under the Laws of the State of Florida or the Laws of the United States, as the case may be, said entity to have similar purposes to the purposes for which this Corporation is established.

**ITEM 15. - FHA/VA APPROVAL**

- 15.01 So long as there is Class B membership in this Corporation as the same is defined in the Parkside Declaration of Covenants, Conditions and Restrictions as recorded in the Public Records of Manatee County, Florida, and the By-Laws of the Corporation, none of the following shall occur without the prior written approval of the Federal Housing Administration and the Veterans' Administration:
- A. Annexation of additional property subject to the Parkside Declaration of Covenants, Conditions and Restrictions as recorded in the Public Records of Manatee County, Florida.

- B. Mergers or a consolidation of this Corporation with another homeowners' association (or similar organization).
- C. The mortgaging of any common areas or community properties as the same are defined in the Parkside Declaration of Covenants, Conditions and Restrictions as Recorded in the Public Records of Manatee County, Florida.
- D. Dissolution of this Corporation.
- E. Further amendment of these Articles of Incorporation.

At such time as Class B membership in this Corporation shall cease to exist, this provision shall be of no further force and effect.

#### ITEM 16 – INDEMNIFICATION

16.01 The corporation shall indemnify any present or former officer, director or member of the Architectural Review Board or person exercising powers and duties of an officer, director or member of the Architectural Review Board to the full extent now or hereafter permitted by law; however, indemnification shall not be made to or on behalf of any director, officer, employee, or agent if a judgment or other final adjudication establishes that his actions, or omissions to act, were material to the cause of action so adjudicated and constitute:

- (a) A violation of the criminal law, unless the director, officer, employee, or agent had reasonable cause to believe his conduct was lawful or had no reasonable cause to believe his conduct was unlawful;
- (b) A transaction from which the director, officer, employee, or agent derived an improper personal benefit;
- (c) In the case of a director, a circumstance under which the liability provisions of s.607.0834 are applicable; or
- (d) Willful misconduct or a conscious disregard for the best interests of the corporation in a proceeding by or in the right of the corporation to procure a judgment in its favor or in a proceeding by or in the right of a member.

CERTIFICATE DESIGNATING PLACE OF BUSINESS OR DOMICILE  
FOR THE SERVICE OF PROCESS WITHIN THIS STATE  
NAMING AGENT UPON WHOM PROCESS MAY BE SERVED

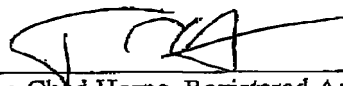
In pursuance of Chapter 48.091, Florida Statutes, the following submitted in compliance with said Act:

First -- That Parkside Property Owners Association, Inc., desiring to organize under the laws of the State of Florida with its registered office as indicated in the Articles of Incorporation at 5439 Beaumont Center Boulevard, Suite 1050, Tampa, FL 33634 has named Thomas Chad Horne, located at 289 Bayside Drive, Clearwater Beach, FL 33767-2504 as its agent to accept service of process within this state.

ACKNOWLEDGEMENT

Having been named to accept service of process for the above stated corporation, at the place designated in this Certificate, I hereby accept to act in this capacity and agree to comply with the provision of said Act relative to keeping open said office.

By: \_\_\_\_\_

  
Thomas Chad Horne, Registered Agent

FILED  
SECRETARY OF STATE  
TALLAHASSEE, FLORIDA  
04 JUN 29 PM 3:46

**BYLAWS OF  
PARKSIDE PROPERTY OWNERS ASSOCIATION, INC.  
(A Corporation Not for Profit under the Laws of the State of Florida)**

**I. IDENTITY.**

1. These are the Bylaws of Parkside Property Owners Association, Inc., a corporation not for profit, under the laws of the State of Florida, hereinafter called "Association". The Association has been organized to promote cooperation among owners and property owners in Parkside and generally to provide for the mutual assistance, welfare and improvement of all persons. The purposes of the Association are more particularly set forth in Item 2, Section 2.01 on page 1, inclusive of Certificate of Incorporation of the Association which was filed of record in the Office of the Secretary of State of the State of Florida.

In the event of any inconsistency between the provisions contained herein and the provisions contained in the Articles of Incorporation of this Corporation, the terms and conditions provided in the Articles of Incorporation shall take precedence over the terms and provisions of these Bylaws and said Articles of Incorporation shall control.

2. The office of the Association shall initially be at 5439 Beaumont Center Blvd., Suite 1050, Tampa, Florida 33634 or at such other place as the Board of Directors may determine from time to time.
3. The fiscal year of the corporation shall be the calendar year.
4. The seal of the Association shall bear the name of the Association; the word "Florida"; the words "Corporation Not for Profit"; and "2004", the year of incorporation. And such seal is affixed to the right hand margin of this the Bylaws.
5. These Bylaws are adopted pursuant to Item 11, Section 11.01 on Page 4 of the Certificate of Incorporation ("Certificate") of Parkside Property Owners Association, Inc., filed of record in the Office of the Secretary of State of the State of Florida, and are subject to the provisions of the Declaration ("Declaration") of Covenants, Conditions and Restrictions by K. Hovnanian Windward Homes, L.L.C., filed in the Official Public Records of Manatee County, Florida.

**II. DEFINITIONS.**

The following words when used in these Bylaws (unless the context shall prohibit) shall have the following meanings:

1. "Articles of Incorporation" shall mean and refer to the Articles of Incorporation of Parkside Property Owners Association, Inc., all exhibits which are attached thereto and made a part thereof and shall include such amendment, if any, as may be adopted from time to time pursuant to the terms thereof.
2. "Association" shall mean and refer to Parkside Property Owners Association, Inc.

3. "Board of Directors" when referred shall mean the Board of Directors of Parkside Property Owners Association, Inc., which is more particularly described in Item 10, Section 10.01 on pages 3 and 4 of the Certificate.
4. "Committee" when referred to in these Bylaws shall mean the Architectural Control Committee provided for in Article VI of the Declaration.
5. "Common Area" shall mean all real property, including improvements thereto, owned or areas of easement held in favor of the Association or administered to by the Association for the common use and enjoyment of the members of the Association. The Common Areas may include streets, parking areas, walkways adjacent and parallel to streets and parking areas, landscaped areas outside swimming pool(s), cabanas, playground(s), community structures, etc., if the same are constructed, and any and all lakes, ponds or holding areas contained in the Property. Common Area(s) sometimes be called or referred to as Community Property.
6. "Declarant" shall mean and refer to K. Hovnanian Windward Homes, L.L.C., its agents, successors and assigns, or such other company that undertakes to develop real estate in Parkside under an agreement with the owners of the land. The Declarant may sometimes be called or referred to as "Developer".
7. "Developer" shall mean K. Hovnanian Windward Homes, L.L.C.
8. "Dwelling Unit" shall mean and refer to all private residential living units constructed on a lot within Parkside and may sometimes be referred to as "Dwelling" or "Unit".
9. "General Plan of Development" shall mean and refer to either the final plan or the record plat for Parkside for a particular area of Parkside.
10. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision plat of The Property for the construction of a residence, with the exception of the Common Area(s), together with all improvements situated thereon from time to time. A lot may also be referred to as "Unit" when developed.
11. "Member" shall mean and refer to members of the Parkside Property Owners Association, Inc.
12. "Owner" shall mean and refer to the record owner, whether one or more persons or entities of the fee simple title to any residential dwelling unit or lot situated within Parkside, but shall not include a mortgagee.
13. "Parkside Property Owners Association" shall mean and refer to all existing properties and additions thereto, as are subject to the Declaration and any supplemental Declaration under the provisions of Article II of the Declaration, and may sometimes be referred to as Parkside.
14. "Residence" shall mean and refer to a private family dwelling located upon a lot.
15. All other terms defined in these Bylaws shall have the same meaning when used herein.

### **III. MEMBERSHIP.**

1. Every person or entity who is the owner of record of a fee interest in any Lot, or who is purchasing one or more Lots under a contract or purchase agreement within Parkside shall be eligible to be a member of the Association, subject to and bound by the Certificate, these Bylaws, Rules and Regulations adopted by the Board of Directors and the Declaration. For this purpose, ownership of a Dwelling unit under any unit ownership arrangement or agreement shall be deemed ownership of a Lot. The foregoing is not intended to include persons or entities who hold an interest in any Lot merely as security for the performance of an obligation. Ownership of such Lot shall be the sole qualification for membership. When any Lot is owned of record in joint tenancy or tenancy in common or by some other legal entity, or when two or more persons or other legal entity are purchasing one or more Lots under contract or agreement of purchase, the membership as to such Lot(s) shall be joint and the right of such membership (including voting power arising therefrom) shall be exercised only as stipulated in Paragraph 2 of this Item III (See Article III, Section 1 of the Declaration).
2. During any period in which a Member shall be in default in payment of any annual, special or periodic assessment levied by the Association, the voting rights and right to the use of the common areas or any other facilities which the Association may provide may be suspended by the Board of Directors until such assessment is paid. In the event of violation by a Member of any Rules or Regulations established by the Board of Directors, such Member's voting and use rights may be suspended by the Board after a hearing at which the general requirements of due process shall be observed. Such hearing shall only be held by the Board (or a Committee thereof) after giving such members ten (10) days prior written notice by registered or certified mail specifying such alleged violation and setting the time and place and date of hearing. Determination of violation shall be made by a majority vote of the Board or the Committee thereof, and such action shall thereby be conclusive (see Article III, Section 1, (2) of the Declaration).
3. No membership fee shall be charged, nor shall Members be required to pay at any time any amount to carry on the business of the Association except to pay when due, the charges, assessments and special assessments levied upon each Member's Lot as specified in the Declaration, the Bylaws, or as the Members of the Association may from time to time hereafter adopt (see Article III, Section 1, (3) of the Declaration).

### **IV. VOTING AND VOTING RIGHTS.**

1. The voting rights of the membership shall be appurtenant to the ownership of the Lots. There shall be two classes with respect to the voting rights:
  - A. Class A. Class A members shall be all owners with the exception of the Declarant. Owners shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote(s) for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

B. Class B. The Class B member shall be the Declarant and its successors and assigns. The Class B member shall be entitled to five (5) votes for each Lot in which it holds the interest required for membership as provided in Section I of this Article V. The Class B membership shall cease upon the earlier of the following events occurring: (i) when 75% of the Dwelling Units have been conveyed to unit owners other than the Declarant, or (ii) four years following conveyance of the first Dwelling Unit to a Unit Owner other than the Declarant in a single phase development or eight years following such conveyance in an expandable project.

2. Any Member who is delinquent in the payment of any charges duly levied by the Association against a Lot owned by such Member shall not be entitled to vote until such charges, together with such reasonable penalties as the Board of Directors of the Association may impose, have been paid (See Article III, Section 2, (2) of the Declaration).
3. The voting on all matters except the election of Directors shall be by voiced vote or by show of hands unless a majority of the Members of each Class present at the meeting shall, prior to voting on any matter, demand a ballot vote on that particular matter. Where directors or officers are to be elected by the Members, the solicitation of proxies for such elections may be conducted by mail (see Article III, section 2, (3), of the Declaration).

#### **V. ANNUAL AND SPECIAL MEETINGS OF MEMBERSHIP.**

1. Annual Meetings. The first annual meeting of the Members shall be held after all improvements and dwellings to be built by the Declarant on the Property and any additions thereto have been completed and conveyed to third parties, or at such earlier date as Declarant may establish in a written notice to the membership in compliance with Paragraph IV above. Each subsequent regular annual meeting of the Members shall be held on the same day of the same month of each year thereafter, insofar as practical, at the hour of 8:00 P.M. or a date and time established by the Board of Directors. If the day for the annual meeting of the Members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday. Meetings of the Membership shall be held in Manatee County, Florida, at such place as may be specified in the notice of meeting for the purpose of electing Directors. The Board of Directors shall always use its best efforts to provide a meeting place as near to Parkside as practical.
2. Special Meetings. Special meetings of the Members may be called at any time by the President or by the Board of Directors, or upon written request of the members who are entitled to vote one-fourth (1/4) of all of the votes of the entire membership or who are entitled to vote.
3. Notice of Meetings. Written notice of each meeting of the Members shall be given by, or at the discretion of, the Secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least 20 days before such meeting to each Member entitled to vote thereat, addressed to the Member's address last appearing on the records of the Association, or supplied by such Member to the Association for the purpose of the notice. Such notice shall specify the place, day and hour of meeting, and, in the case of a special meeting, the purpose of meeting.

4. **Quorum.** Except as specifically provided in the Declaration, Articles or these Bylaws, the presence at the meeting of members entitled to cast, or of limited or general proxies entitled to cast, fifteen percent (15%) of the voting interests of the Association shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration, or these Bylaws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented. Unless otherwise provided in these Bylaws, the Articles of Incorporation or Declaration, decisions shall be made by a majority of the voting interests represented at a meeting at which a quorum is present.
5. At meetings of the membership, the President shall preside, or in his absence, the Vice President shall preside, or in the absence of both, the membership shall select a Chairman.
6. The order of business at annual Members' Meetings, and practical, at all other Members' Meetings, shall be as far as follows:
  - (a) Calling of the roll and certifying of proxies.
  - (b) Proof of Notice of meeting or waiver of notice.
  - (c) Reading of the Minutes.
  - (d) Reports of Officers.
  - (e) Reports of the Committees.
  - (f) Appointment by Chairman of Inspectors of Election.
  - (g) Election of Officers.
  - (h) Unfinished business.
  - (i) New business.

## **VI. DIRECTORS**

1. The affairs of this Association shall be managed by a Board of seven (7) Directors when the Class B membership is terminated as provided in Article III, Section 2, paragraph 1B of the Declaration of Covenants, Conditions, and Restrictions. There shall be three (3) classes of Directors, to be known as Class 1, Class 2, and Class 3, respectively, with three (3) Directors in Class 1 and two (2) in Class 2 and two (2) in Class 3.
2. Election of Directors shall be conducted in the following manner:

- (a) Three (3) Class 1, two (2) Class 2 and two (2) Class 3 Directors will be elected at the First Annual Meeting of the Membership. The term of office of the Class 1 Directors elected at the First Annual Meeting of the Members shall expire at the Second Annual Meeting; the term of the Class 2 Directors elected at the First Annual Meeting of the Members shall expire at the Third Annual Meeting; and the term of the Class 3 Directors elected at the First Annual Meeting of the Members shall expire at the Fourth Annual Meeting. Upon expiration of the terms of office of the Directors as classified above, their successors shall be elected for the term of three (3) years each, so that Directors of the Association shall be elected annually.
  - (b) A nominating committee of not less than five (5) Members shall be appointed by the Directors not less than sixty (60) days prior to the initial annual meeting of the Members, and not less than ninety (90) days prior to the subsequent annual member meeting. The committee shall nominate one (1) candidate for each position to be filled. Other nominations may be made from the floor.
  - (c) The election shall be by written ballot as provided in Article III, Section 2, (3), of the Declaration, and by a majority of the total number of votes that are cast. When there is only one (1) nominee or candidate for a Director vacancy, the Chairman may declare that such nominee to candidate has been elected by general consent or "acclamation". There shall be no cumulative voting.
  - (d) Vacancies in the Board of Directors occurring between annual meetings of Members shall be filled by the remaining Directors, except those vacancies provided or brought about by the removal of Directors by Membership. The Director selected by the remaining Directors to fill such vacancy shall serve out the unexpired term of office of the departing Director. A Director who misses four (4) consecutive regular meetings shall be deemed to have resigned and such Director's position shall be vacant.
  - (e) Any Director may be removed by concurrence of a majority of two-thirds (2/3) of the entire membership at a special meeting of the Members called for that purpose. The vacancy in the Board of Directors so created shall be filled by the Members of the Association at the same meeting. The term of office of such Director elected by the Members shall expire simultaneously with the terms of office of the incumbent Directors who are similarly classified.
- 3. The organizational meeting of the Board of Directors that are newly elected at the first meeting of the Members, and of each Board that is newly elected at the annual meeting of the Members thereafter, shall be held within ten (10) days of their election and at such place and such time as shall be fixed by the Directors at the meeting at which they were elected, and no further notice of an organizational meeting shall be necessary.
  - 4. Regular meetings of the Board of Directors may be held at such time and place as shall be determined, from time to time, by a majority of the Directors. Notice of the regular meeting shall be given to each Director in writing personally or by mail, at least ten (10) days prior to the day named for such meeting.

5. Special meetings of the Directors may be called by the President and must be called by the Secretary, at the written request of a majority of the Directors. Not less than five (5) days notice of the meeting shall be given to each Director in writing, personally or by mail, which notice shall state the time, place and purpose of the meeting.
6. Any Director may waive notice of a meeting before or after the meeting, and such waiver shall be deemed equivalent to the giving of notice.
7. A quorum at Directors' meetings shall consist of a majority of the entire Board of Directors. The acts approved by a majority of those present at which a quorum is present shall constitute the acts of the Board of Directors, except where approval by a greater number of Directors may be required by Certificate, the Declaration, or these Bylaws.
8. If, at any meeting of the Board of Directors there is less than a quorum present, a majority of those present may adjourn the meeting, from time to time until a quorum is present. At any adjourned meeting, any business which might have been transacted at the meeting as originally called, may be transacted without further notice.
9. The presiding Officer of the Directors' meeting shall be the President, and if absent, the Vice President shall preside. In the absence of such presiding officers, the Directors present shall designate one of their number to preside at such meeting.
10. The order of business at Directors' meeting shall be as follows:
  - (a) Calling of the roll.
  - (b) Proof of due notice of meetings.
  - (c) Reading of minutes.
  - (d) Reports of Officers and Committees.
  - (e) Unfinished business.
  - (f) New business.
  - (g) Adjournment.
11. All of the powers and duties of the Association existing under the Declaration, the Certificate and these Bylaws shall be exercised exclusively by the Board of Directors, representatives appointed by the Board, its agents, contractors or employees, subject to approval by the Members only when such approval is specifically required by appropriate documents, subject, always to the power of the Board of Directors to delegate its duties and functions to a managing agent or firm as provided in the Certificate filed in the office of the Secretary of State of the State of Florida, or any subsequent amendment or amendments to such Certificate.

12. The undertakings and contracts authorized by the initial Board named by the Declarant and any substitutes or replacements of the initial Board named by the Declarant shall be binding upon the Association in the same manner as though such undertakings and contracts had been authorized by the first Board of Directors duly elected by the membership at the first annual meeting of the membership, notwithstanding the fact that the Members of the initial Board of Directors, or those named by the Declarant to replace the initial Board of Directors, may be or are Directors or Officers of, or otherwise associated with, the Declarant, subsidiaries or affiliates of the Declarant, or other entities doing business with the Association and Members of the Association.
13. Prior to the termination of Class B Members (as provided in Article III, Section 2, of the Declaration of Covenants, Conditions and Restrictions) the Board of Directors shall not authorize, and the Association shall not be bound by any undertakings or contract (including a management contract) which undertaking or contract does not contain the right of termination on behalf of the Association, without cause, which right is exercisable without penalty at any time after termination of Class B Members, upon not more than 90 days notice to the other party.

#### **VII. OFFICERS.**

1. The executive officers of the Association shall be a President, who shall be a Director; a Vice President, who shall be a Director; a Treasurer; and a Secretary, all of whom shall be elected annually by the Board of Directors and who may peremptorily be removed by vote of the Directors at any meeting. Any person may hold two (2) or more offices, except that the President shall not also be the Secretary. The Board of Directors shall, from time to time, elect such other Officers and designate their powers and duties as the Board shall find to be required to manage the affairs of the Association.
2. The President shall be the chief executive Officer of the Association. He shall have all the powers and duties which are usually vested in the office of the President of an Association, including, but not limited to, the powers to appoint committees from among the members, from time to time, as he may, at his discretion, deem appropriate, to assist in the conduct of the affairs of the Association.
3. The Vice President shall, in the absence or disability of the President, exercise the powers and perform the duties of the President. He shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Directors.
4. The Secretary shall keep the minutes of all proceedings of the Directors and the Members. He shall attend to the giving and serving of all notices to the Members and Directors, and such other notices as may be required by law. He shall have custody of the seal of the Association and shall affix the same to instruments requiring a seal, when duly signed. He shall keep the records of the Association, except those of the Treasurer, and shall perform all of the duties incident to the office of Secretary of an Association and as may be required by the Directors or President.

5. The Treasurer shall have custody of all of the property of the Association, including funds, securities, and evidence of indebtedness. He shall keep the assessment rolls and accounts of Members that are required to implement the provisions of Article V of the Declaration of Covenants, Conditions and Restrictions, recorded in the official Public Records of Manatee County, Florida. The Treasurer shall also keep the books of the Association in accordance with good accounting practices, and he shall perform all other duties incident to the Office of Treasurer.
6. No Director shall receive compensation for services as a director, but may be reimbursed for his actual expenses incurred in the performance of his duties as a director. The compensation of all employees of the Association shall be fixed by the Directors. This provision shall not preclude the contracting with a Director or a person, firm or entity with which a Director is associated, for the management or maintenance of Parkside.

#### **VIII. FISCAL MANAGEMENT.**

The provisions for fiscal management of the Association, set forth in Article V on inclusive, of the Declaration of Covenants, Conditions and recorded in the official Public Records of Manatee County, Florida, shall be supplemented by the following provisions:

1. At or after the first meeting of the Members, the assessment roll shall be maintained in a set of accounting books in which there shall be an account for, each Class A Lot and Class B Lot. Such account shall designate the name and the address of the Owner or Owners; the amount of each assessment against the Owner; the date and amounts in which assessments came due; the amounts paid upon the account; and the balance due upon the assessments.
2. Subject to the provisions of Section 8 and 9 of Article V of the Declaration, the Board of Directors shall determine the method of payment of such assessments and the due dates thereof, and shall notify the Members thereof.
3. Depository of the Association shall be such bank or banks or other financial institutions which shall be designated, from time to time, by the Directors, and in which monies of the Association shall be deposited. Withdrawal of money from such account shall be only by checks, signed by such persons as are authorized by the Directors.

#### **IX. PARLIAMENTARY RULES.**

Roberts Rules of Order (latest edition) shall generally govern the conduct of corporate proceedings when in conflict with the Certificate, these Bylaws, the Declaration, or with the Statutes of the State of Florida.

#### **X. AMENDMENTS TO BYLAWS.**

Amendments to these Bylaws shall be proposed and adopted in the following manner:

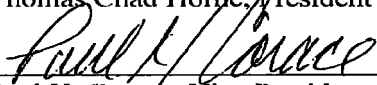
1. Upon proper notice, the Bylaws may be amended, altered, or rescinded by a majority vote of those members of the Board of Directors present at any regular meeting, or any special meeting called for that purpose as specified in Item 12 of the Articles of Incorporation. Amendments may also be adopted upon vote of a majority of the total votes cast in person or by proxy, at any meeting called for this purpose.
2. Notwithstanding the foregoing provisions of this Article X, no amendment to these Bylaws may be adopted or become effective prior to the first Annual Meeting of the Membership of the Association, without the prior written consent of the Declarant.
3. In the case of any conflict between the Articles of Incorporation and the Bylaws, the Articles of Incorporation shall control; and in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.
4. So long as there is Class B membership, any amendments to these By-Laws must be approved in writing by the Federal Housing Administration and Veterans' Administration.

#### **XI. GENDER.**

Wherever the masculine singular form of the pronoun is used in these Bylaws, it shall be construed to mean the masculine, feminine or neuter, singular or plural, where the context so requires.

IN WITNESS WHEREOF, we, being all of the Directors of the Parkside Property Owners Association, Inc. have hereunto set our hands and seals this 19th day of JULY, 2004.

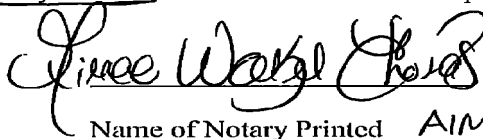
  
Thomas Chad Horne, President

  
Paul H. Corace, Vice President

  
Nick R. Aparicio, Secretary-Treasurer

STATE OF FLORIDA  
COUNTY OF FLORIDA

Subscribed and sworn to (or affirmed) before me this 19th day of JULY, 2004, by THOMAS CHAD HORNE, PAUL H. CORACE, NICK R. APARICIO, who is personally known to me or who has produced \_\_\_\_\_ as identification.

  
Name of Notary Printed AIMEE WALKER THOMAS

Notary Public, Commission No. \_\_\_\_\_

