RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

(THIS IS A RESTATEMENT INCLUDING ALL PROPERLY ADOPTED AMENDMENTS MADE THROUGH JANUARY 4, 2022)

Declaration covering ARISTIDA, PHASE I, a subdivision of Pasco County, Florida, according to the plat thereof recorded in Plat Book 30, pages 3 through 7, of the Public Records of Pasco County, Florida, together with any and all additional subdivisions, which may be annexed from time to time by the Developer as provided for hereinafter.

WHEREAS, JBS OF PASCO, INC., a Florida corporation (hereinafter referred to as "Developer"), owns lands lying and being situate in Pasco County, Florida, as described on said plat (hereinafter referred to as the "Lands"). From time to time, the Developer may annex other property, at which time the Lands or other such property shall be subject to the terms and conditions of the Declaration of Covenants, Conditions and Restrictions; and

WHEREAS, in addition to the Lands, in the event other property is annexed by the Developer, and becomes part of the Declaration of Covenants, Conditions and Restrictions, it shall be done by way of amendment to this Declaration of Covenants, Conditions and Restrictions.

NOW THEREFORE, for the purposes of enhancing and protecting the value, attractiveness and desirability of the lots constituting such subdivision, Developer hereby declares that all of the platted real property described above and each art thereof shall be held, sold and conveyed only subject to the following easements, covenants, conditions and restrictions, which shall constitute covenants running with the Land and shall be binding upon all parties having any right, title or interest in the above described property or any part thereof, their heirs, successors, and assigns and shall inure to the benefit of each owner thereof, as provided for hereinafter.

ARTICLE I
Definitions

SECTION 1. "Association" shall mean and refer to ARISTIDA HOMEOWNERS' ASSOCIATION INC., a Florida corporation, not for profit, its successors and assigns.

SECTION 2. "Owner(s)" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any residential lot, or residential unit, as hereinafter defined, which is part of the hereinabove-described subdivision, but shall not include those persons or entities holding title merely as security for the performance of an obligation.

SECTION 3. "Common Area" as used herein shall mean any and all real property owned by the Association together with any areas wherein an easement is granted to the Association for the maintenance of same, including but not limited to, drainage and conservation/preservation easements and easements for entrance amenities and any and all improvements constructed thereon, for the common use and enjoyment of the Owners. The Common Area, to be owned by the Association at the time of conveyance of the first lot shall include the parcels described as follows:

Tracts A, B, C, D, E, F, G, H and I, as recorded on the plat of ARISTIDA, PHASE I, according to the Plat Book 30, Pages 3 through 7, Plat Book 30, Page 68 through Page 71, Plat Book 31, Page 25

Exhibit "A"

through Page 26, Plat Book 32, Page 41 through Page 42, Plat Book 32, Page 80 through Page 81, Plat Book 32, Page 103 through Page 105, Plat Book 33, Page 81 through Page 91, of the public records of Pasco County, Florida. Please verify that the only properties to be affected by the continuation of the Declaration lie within the properties shown on the enclosed Plats.

Additional parcels may be added to the Common area from time to time by the inclusion of other specifically described parcels of real property as provided hereinafter.

SECTION 4. "Developer" shall mean and refer to JBS OF PASCO, INC., a Florida corporation, its successor and assigns, provided that Developer indicates in its deed or instrument of conveyance that is it the intent of the Developer to convey its rights as Developer pursuant to these covenants, conditions and restrictions, to such transferee entity as provided herein. Developer shall, at all times, have the right to assign any interest it may have from time to time herein to any successor, nominee or assignee.

SECTION 5. "Lot" shall mean and refer to any residential lot as shown on the recorded subdivision plat as referred to above with the exception of the Common Areas.

SECTION 6. "Unit" or "Dwelling" shall mean any residential structure located on a residential lot.

SECTION 7. "Subdivision" shall mean and refer to the subdivided real property hereinbefore described and such additions thereto as may be brought within the jurisdiction of the Association as hereinafter provided; provided, however, Subdivision shall not include any commercial lot(s).

SECTION 8. "Member" shall mean every person or entity who holds membership in the Association, as hereinafter provided.

SECTION 9. "Maintenance" shall mean the exercise of reasonable care to keep the Common Areas, including but not limited to, drainage and conversation/preservation areas, entrance features and mitigation requirements pursuant to any rules, regulations and permits of the Southwest Florida Water Management District, and the buildings, roads, landscaping, lighting and other related improvements and fixtures thereon in a condition comparable to their original condition, normal wear and tear excepted. Said areas are referenced on said Plat as Drainage Easement Tracts A, B, F, G and I; and Conservation/Preservation Easement Tracts C, D, E and H. If determined to be necessary by the Association, through its Board of Directors, Maintenance shall further mean keeping those dedicated areas not part of the Common area clean and free of debris. Maintenance of landscaping shall, further, mean the exercise of generally accepted garden-management practices necessary to promote a healthy, weed-free environment for optimum plant growth.

ARTICLE II
Property Rights

SECTION 1. Owner's Easements of Enjoyment. Every Owner of a Lot or Unit, subject to the limitations thereof as set forth in subparagraph D. of this section with respect to Drainage Easement Tract B, shall have a right and easement of enjoyment in and to the Common areas which shall be appurtenant to and shall pass with the title to said Lot or Unit, subject to the following provisions:

A. The right of the Association to charge reasonable admission and other fees for the use of any facility situated upon the Common Area;

B. The right of the Association to suspend the voting rights and right to use the facilities by an Owner for reasons including, but not limited to:

(1) any period during which any assessment against any Lot or Unit remains unpaid; or

(2) for a period not to exceed sixty (60) days for any infraction by an Owner of the published rules and regulations of the Association;

(3) the use and enjoyment of the Common Areas may be limited, restricted or prohibited by the Association as may be appropriate or necessary in order for the Association to properly maintain said area(s).

C. The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority or utility for such purposes and subject to such conditions as may be agreed upon by the members and the applicable government authorities; provided, however, no such dedication or transfer shall be effective unless an instrument signed by the Developer in the event the Developer owns any property within the Subdivision and fifty-one percent (51%) of all the Lot Owners agreeing to such dedication or transfer has been recorded among the books or records of the Association and an instrument duly reflecting such dedication or transfer and executed by the properly authorized Association personnel has been duly filed among the Public Records of Pasco County, Florida, with the formalities necessary for the recordation of a deed.

SECTION 2. Other Easements.

A. Utilities. Easements for installation and maintenance of utilities, drainage and conservation/preservation facilities are shown on the recorded subdivision plat or by separate instrument recorded in the Public Records of Pasco County, Florida. Within these easements, no structure, subject to the exception thereto as set forth in subparagraph C. of this section with respect to decks, shrubbery, trees, bushes or other material shall be placed or permitted to remain which may damage or interfere with the installation and maintenance of utilities or which may damage, interfere with or change the direction of flow of drainage facilities in the easements. The easement area of each Lot, if any, and all improvements, thereon shall be continuously maintained by the Owner of such Lot, except for improvements for maintenance, for which a public authority or utility company is responsible for the drainage and conservation/preservation easements which are to be maintained by the Association as required by governmental rules, regulations and requirements.

B. Dwelling Units – Structure. No dwelling Unit or other structure of any kind, subject to the exception thereto as set forth in subparagraph C. of this section with respect to decks, shall be built, erected or maintained on any such easement, reservation or right-of-way and such easements, reservations and rights-of-way shall at all times be open and accessible to the public and quasi-public utility corporations, their employees and contractors and shall also be open and accessible to Developer, its successors and assignees, all of whom shall have the right and privilege of doing whatever may be necessary, in, on, under and above such locations to carry out any of the purposes for which such easements, reservations and rights of entry are reserved.

C. Decks. Those Owners of a Lot or Unit having an easement thereon, which Lot or Unit is adjacent and contiguous to a drainage or conservation/preservation easement, may be permitted by the Board of Directors, in its sole and absolute discretion, (subject to the Use Restrictions imposed under ARTICLE VI hereof), to erect on, over and across the easement on said Lot or Unit an elevated wooden deck.

D. Drainage Easement. In accordance with Southwest Florida Water Managements District Construction Permit Nos. 402878.05, 402878.08 and 432878.09, there shall be an easement five (5) feet in width around the perimeter of each Lot for the purpose of drainage swales. Within these easements, no structure, (subject to the exception thereto as set forth in subparagraph C of this Section, with respect to decks), shrubbery, trees, bushes or other material shall be placed, permitted or remain which may damage or interfere with the purpose of such easements. The easement area of each Lot, and all improvements thereon shall be continuously maintained by the Owner of such Lot, except for improvements for maintenance, which shall not be the responsibility of the Owner.

SECTION 3. No Partition. There shall be no judicial partition of the Common Area nor shall Developer or any Owner or other person or entity acquiring any interest in the subdivision or any part hereof, seek judicial partition thereof.

SECTION 4. Leasing. Only entire dwellings may be leased, and only the Lessee, and his family, servants and guests may occupy the dwelling under the authority of the lease.

A. No lease shall be for a term of less than one year. Leases may not be assigned and no dwellings may be subleased without Association approval as hereinafter set forth.

B. Should an owner wish to lease or rent his dwelling, he shall deliver to the Association a written copy of the lease or other written document creating the tenancy, the name and permanent address of the tenant, and such other information as may be required by the Association. Failure of the owner to provide the Association with a copy of such lease or document shall preclude the owner from leasing or renting his dwelling.

C. The Association within ten (10) days of its receipt of the lease, shall serve a notice on the owner, in writing, as to whether the tenant has been approved or disapproved. If the Association gives notice by mail, the date of mailing shall be deemed the date of service of its approval or disapproval upon the owner. If the Association fails to serve its written disapproval to the unit owner within the time period required for its response, then the lease shall be deemed approved. The Association may, in its absolute and sole discretion disapprove of the applicant with or without cause.

D. The owner shall be deemed to have authorized and empowered the Association (if it so elects in the sole discretion of the Board to institute legal proceeding to evict the purported tenant in the name of said owner as the proposed landlord. Said owner shall reimburse the Association for all expenses (including attorney's fees and costs) incurred in connection with such proceedings.

ARTICLE III
Membership In-Association: Voting Rights

SECTION 1. Membership. Every Owner of a Lot which is subject to assessment shall be a member of the Association. Memberships shall be appurtenant to and may not be separated from Ownership of any Lot which is subject to assessment.

SECTION 2. Classes of Voting Memberships. The Association shall have two (2) classes of voting membership:

CLASS A. Class A members shall be all Owners, with the exception of the Developer, and shall be entitled to one (1) vote for each Lot then owned. When more than one (1) person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but, in no event, shall more than one (1) vote be cast with respect to any Lot.

CLASS B. Class B member(s) shall be the Developer, its successors and assigns, and shall be entitled to three (3) votes for each Lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events, whatever first occurs:

A. When the total votes outstanding in the Class A membership equals the total votes outstanding in the Class B membership, or

B. On January 1, 1999.

SECTION 3. Vote. The vote required for the passage of any particular issue, which shall be the proper subject of a vote by the members of the Association, shall be that number as set forth in the Articles of Incorporation and By-Laws of ARISTIDA HOMEOWNERS' ASSOCIATION, INC., as the same may be amended from time to time, provided however until such time as Developer ceases to own any property in the Subdivision or any property annexed hereto, any action regarding the Common Area must be approved by the Developer.

ARTICLE IV
Covenant for Maintenance Assessment

SECTION 1. Creation of the Lien and Personal Obligation of Assessments. The Owner, for each Lot owned hereby covenants, and each Owner of any Lot by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay the Association.

A. general assessments or charges, which may be levied annually, semi-annually or quarterly, as determined by the Board of Directors, and

B. special assessments for capital improvements, such assessments to be established and collected as hereinafter provided.

The general and special assessments, together with interest, late fees, costs and reasonable attorneys' fees, shall be a charge on the Lands and shall be a continuing lien upon the property against which each assessment is made. Each such assessment together with maximum interest allowed by law, applicable late charges, costs and reasonable attorneys' fees shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. Each assessment which remains unpaid for a period of ten (10) days following its due date shall bear interest at the maximum rate allowed by law, plus a late fee in the amount of $25.00.

SECTION 2. Purpose of Assessments. The assessments levied by the Association shall be used exclusively to:

A. Promote the recreation, health, safety and welfare of the members of the Association who own property and reside in the subdivision; and

B. Provide for the improvement and maintenance of the Common Area and, if determined to be necessary by the Association through its Board of Directors, the cleaning of and debris removal from the dedicated areas.

The Board of Directors are hereby empowered to prepare and adopt an annual budget and based thereon, to determine the amount of the general assessment, to carry out the purposes for which the general assessment shall be made, as set forth hereinafter, and subject to the economic reality of the sums necessary to be expended in providing the items of service, as set forth herein, and as same shall vary from time to time.

The Association shall acquire and pay for, out of the funds derived from the general assessments, certain items of service which may include, but may not be limited to, the following:

(1) electricity, light bulbs, wiring and other necessary electrical utility services for the Common Area and any improvements located thereon;

(2) maintenance of the grounds for the Common Area, dedicated areas and any area of areas wherein, including but not limited to, sprinkler system or other equipment are located and personnel necessary for lawn and shrubbery service and for maintenance of the sidewalks and walkways located in the dedicated areas not adjacent to a Lot and in the Common Area and the rights-of-way outside the Common Area including, but not limited to, any main entrance-way(s) to said subdivision;

(3) carry and pay for public liability and other insurance insuring the Association and its officers and directors against any and all liability to any Owner and others arising out of the occupancy and/or use of the Common or Easement Area(s). Policy limits shall be reviewed at least annually and increased or decreased, at the discretion of the Board of Directors, upon a proper vote as set forth in the By-Laws at a meeting duly called for the purpose of determining the annual assessments;

(4) trash and garbage collection, sewer and water for the Common Area and any and all improvements located thereon;

(5) maintenance of drainage and conservation/preservation area(s) and facilities therein or thereon;

(6) any and all legal fees, audit fees and miscellaneous management fees that are necessary and proper, in the opinion of the Board of Directors, and any and all materials, supplies, labor, services, maintenance, insurance, taxes or assessments which the Association is required to pay or to secure pursuant to the terms of the Declaration or the By-Laws, or which is necessary or proper, in the opinion of the Board of Directors, for the benefit of the Owners or for the enforcement of these restrictions.

(7) there shall be no reserves for replacement; however, upon a proper vote as set forth in the By-Laws at a meeting duly called, the Association may vote to establish a reserve fund for the happening of certain named contingencies, which vote shall be determined and set forth in a resolution duly voted upon and executed by the Association;

(8) any and all other purposes deemed necessary and proper upon a proper vote as set forth in the By-Laws. At a meeting duly called, the Association may vote to establish an additional category for the happening of certain named events or services which are required or desired by the Association, which vote shall be determined and set forth in a resolution duly voted upon and executed by the Association; and

(9) maintenance of street lighting including, but not limited to, the payment of electric utility service obligations.

SECTION 3. Special Assessments for Capital Improvements. In addition to the general assessments authorized above, the Board of Directors may levy, in any assessment year, a special assessment applicable to that year for any purpose provided, that any such assessment shall have the assent of not less than two-thirds (2/3) of the votes of each class of members who are voting in person or by proxy at a meeting duly called for this purpose.

This amendment shall be effective upon passage, not upon recording in the public record.

SECTION 4. Maximum General Assessment.

A. Until January 1, 1993, the maximum yearly assessment shall be One Hundred Twenty Dollars ($120.00) per Lot.

B. From and after January 1, 1993, the maximum general assessment may be increased each year by not more than ten percent (10%) above the maximum assessment for the previous year without a vote of membership.

C. From and after January 1, 1993, the maximum general assessment may be increased each year above ten percent (10%) only by a vote of not less than two-thirds (2/3) of members who are voting in person or by proxy at a meeting duly called for this purpose.

D. The Board of Directors may fix the annual assessment at an amount not in excess of the maximum required for maintaining the Common Area.

E. Notwithstanding anything to the contrary stated herein, the Developer shall be excused from the payment of assessments for current operating expenses and reserves.

SECTION 5. Maintenance Contract. The Association, by and through its Board of Directors, shall have the right and power to contract with a maintenance company or another homeowners' association formed for similar purposes to carry out the obligations with regard to the maintenance, as set forth heretofore.

SECTION 6. Uniformity. Both general and special assessments must be fixed at a uniform rate for all Lots, subject however, to the provisions of Article IV, Section 8.

SECTION 7. Subordination of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any institutional first mortgage securing an indebtedness and shall also be subordinate to any mortgage owned or insured by the Federal Housing Administration or the Veterans' Administration. An institutional first mortgage referred to herein shall be a mortgage upon a Lot/Unit originally granted to and owned by a bank, savings and loan association, or the Developer or through their respective loan correspondents, intended to finance the purchase of a Lot/Unit, its refinance or to secure a loan when the primary security for the same is the Lot/Unit involved. Should any institutional first mortgagee, as described hereinabove, foreclose its mortgage against a Lot/Unit and obtain title to said Lot/Unit secured by such first mortgage by foreclosure or by conveyance in lieu of foreclosure, then so long thereafter as such institutional mortgagee shall hold title to said Lot/Unit, the first mortgagee shall pay its share of the general and special assessments as provided for herein; provided, however, this provision as to the payment of assessments shall not apply to the Developer. The sale or transfer of any Lot/Unit pursuant or subsequent to a foreclosure or proceeding in lieu thereof shall not extinguish the personal obligation of the Owner who was the Owner of Record prior to said foreclosure or proceeding in lieu thereof.

SECTION 8. Budget. The Association, subject to the maximum general assessments provided for herein; shall assess the members annually, semi-annually or quarterly, through its Board of Directors, a sum sufficient to equal the annual budget adopted from year to year by the Board of Directors. Members' payment of their respective assessments to the Association shall commence simultaneously with the execution of this document, save and except that for the first year thereof, the assessment for each member shall be set forth by the Developer in a budget approved by the first Board of Directors and based on an estimate of the actual cost of the obligations of the Association, as set forth herein, for the operation and maintenance of the Association property in accordance with the terms hereof for the first twelve (12) calendar months, to be determined from the date of execution of this Agreement. Each and every assessment shall be payable to the Association, in advance, in accordance with and subject to the terms, covenants and conditions of the Declaration, Articles and By-Laws of the Association. Each Lot Owner's share for the first three (3) years' budgets of the Association and/or any special assessment levied by the Association shall be no greater than the ratio of one (1) to the total number of Lots platted as of the day of assessment(s) of said budget and/or special assessment and the Developer shall guarantee payment of actual costs in excess thereof to the Association until January 1, 1994. Except for this guarantee, Developer shall not be required to pay general and/or special assessments on a per Lot basis; provided, however, that Developer may, in Developer's sole discretion, extend such guarantee from year to year.

ARTICLE V
Exterior Maintenance

Exterior Maintenance Cost. In the event a need exists for maintenance of a Lot caused through the willful or negligent acts of its Owner, or the Owner's family, guests or invitees, the maintenance cost shall be the responsibility of the Owner. If the Owner fails to pay the cost thereof, the same shall be added to and become part of the assessment to which said Lot is subject, or, at the discretion of the Board of Directors, the Board of Directors may file a lien therefore pursuant to the mechanic's lien laws of the State of Florida. The Association may enter upon the Lot when necessary and with as little inconvenience to the Owner as possible in connection with such maintenance, care and preservation.

ARTICLE VI
Use Restrictions

A. No building, fence or other structure shall be erected, placed or altered on any Lot until the proposed building plans, specifications, exterior color (including color of the exterior roof) and finish, plot plans (showing the proposed location of such building or structure, drives, parking areas and landscaping in which xeriscape (native landscaping that requires little or no watering other than natural rainfall is prevalent), and construction schedule shall have been approved in writing by the Board of Directors. Refusal of approval of plans, location or specifications may be based by the Board of Directors upon any ground, including, but not limited to, aesthetic considerations, safety, the general benefit or detriment to the community, and compliance with the Declaration, By-Laws and Articles as amended from time to time, which in the sole and absolute discretion of the Board of Directors shall seem sufficient. No mobile homes or modular construction Units will be allowed. No alterations may be made in such plans after approval by the Board of Directors is given except by and with the written consent of the Board of Directors. No alterations in exterior appearance of any building or structure shall be made without like approval by the Board of Directors.

There shall be an Architectural Review Committee ("ARC"), consisting of three (3) Members, chosen by a majority vote of the Board of Directors. All ARC Members shall be Lot owners. All ARC Members shall serve at the discretion of the Board, and may be removed with or without cause by a majority vote of the Board of Directors. A Member of the ARC that has a request before the ARC shall abstain from voting, and the remaining Members shall vote upon request. One copy of all plans and related data shall be furnished for its records The ARC shall be empowered to make recommendations to the Board of Directors as to whether a request ought to be approved or denied. The ARC shall not make binding decisions as to the approval or disapproval of a request.

The ARC shall be empowered to make recommendations to the Board of Directors as to rules and standards to which all improvements must conform. The Board of Directors shall approve by majority vote the rules and standards recommended by the ARC.

In the event the Board of Directors shall fail to approve or disapprove plans and specifications within thirty (30) days after their submission or if no lawsuit to enjoin construction has been filed within thirty (30) days after commencement of such construction, approval as provided for in this paragraph shall not be required, but all other covenants and restrictions contained in this Declaration shall continue to apply in full force and effect.

In order to assure that houses will be located with regard to the topography of each individual Lot, the Board of Directors reserves unto itself the right, absolutely and solely, to control and decide the precise site and location of any buildings, fences or other structure upon any Lot or building plot consisting of more than one Lot provided, however, that such location shall be determined only after reasonable opportunity is afforded the Lot Owner to recommend a specific site.

Any request for approval of the Board of Directors for new construction or other substantial improvement on a vacant lot under this Article and Section shall be accompanied by a cash or surety bond in the amount of Five Thousand ($5,000.00) dollars. The bond shall be for the benefit of the Association and shall bee void upon the completion of the improvements in conformance with the plans and specifications so approved by the Board of Directors. If the Board of Directors, in its sole discretion, determines that the improvements

are not in conformance to the plans and specifications, then the bond shall not be void. The bond shall be a penalty, not liquidated damages. In the event the Association makes a claim upon the bond, the claim shall not preclude the Association from pursuing all other rights it may have for legal or equitable relief against the owner including, but not limited to, an action for injunctive relief and for damages. Substantial improvement as the term is used in this paragraph, shall include but not be limited to:

1. Changes to the supporting members of an existing structure which will materially modify the appearance, use, or function of the structure,

2. Enlarging an existing structure, or

3. Constructing a new structure separated from any existing structure.

In the event a building, fence or other structure is erected, placed or altered on any lot, without the written approval of the Board of Directors, the Board of Directors may impose a fine, not to exceed One Hundred ($100.00) dollars per violation against the lot owner. The Board of Directors may levy a fine on the basis of each day a of a continuing violation with a single notice and opportunity for hearing, except that no such fine shall exceed Five Thousand ($5,000.00) dollars in the aggregate. The Board of Directors shall levy a fine under this section after giving the Lot owner at least fourteen (14) days notice of a hearing at which the Lot owner may be heard. The hearing shall be before a committee of at least three (3) members of the Association appointed by the Board who are not officers, directors, or employees of the Association, or the spouse, parent, child, brother or sister of an officer, director or employee. If the committee, by a majority vote, does not approve a proposed fine or suspension, it may not be imposed. If the committee, by majority vote approves a fine, it shall then be voted upon by the Board of Directors. If the Board approves the fine, it shall be a debt owed by the lot owner to the Association and shall be due and payable within ten (10) days of the committee's vote. In the event the lot owner fails to pay the fine, it shall become a lien on the Lot pursuant to Article VI above.

B. The exterior of all buildings and other structures must be completed within one (1) year after the construction of same shall have commenced, except where such completion is impossible or would result in great hardship to the Owner or Owner's builder due to strikes, fires, national emergencies, or natural calamities. The exterior of all houses and other structures shall be maintained by the Owner of a Lot in good repair and in a neat and trim appearance at all times.

C. All Lots shall be used for single family residential purposes exclusively. No building, except as hereinafter provided, shall be erected, altered, placed or permitted to remain on any Lot or plot other than one (1) detached single family dwelling of at least 2,400 square feet of living space; a private garage of capacity not less than two (2) nor more than four (4) passenger automobiles; not to exceed three (3) stories in height which shall not exceed thirty-five (35) feet; and one (1) permanent accessory building not to exceed two (2) stories in height, and no more than 1,200 square feet of area, which may include a detached private garage of capacity not more than four (4) passenger automobiles, and/or servant's quarters, provided the use of such dwelling or accessory building does not include any activity normally conducted as a business. Such accessory building may not be constructed prior to the construction of the main dwelling. No temporary structure of this type shall be permitted at any time. No metal buildings shall be allowed. All driveways shall be constructed out of concrete, pavers or brick and shall include a concrete, metal or an ADS black pipe culvert not less than eighteen (18) inches in diameter in the drainage swale to prevent degradation, which culvert

shall be installed prior to commencement of construction of the dwelling. The concrete or metal culvert, and its installation shall meet all of the requirements of the Southwest Florida Management District. All roofs shall have minimum pitch of 5:12.

Any detached dwelling, garage or accessory building shall be constructed of the same materials as the residential structure located on the Lot and shall be subject to approval of the Board of Directors as set forth in Article VI, Use Restrictions, Subparagraph A.

D. A guest suite or like facility may be included as part of the main dwelling or accessory building, but such suite may not be rented or leased, except as part of the entire premises, including the main dwelling.

E. It shall be the responsibility of each Lot Owner to prevent the development of any unclean, unsightly or unkempt conditions of buildings, grounds or fences on such Lot which may tend to decrease the beauty of the neighborhood as a whole or a specific area.

F. No noxious or offensive activity shall be carried upon any Lot, nor shall anything be done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to the subdivision. There shall not be maintained plants, poultry, animals (other than household pets) or device or thing of any sort whose normal activities or existence is in any way noxious, dangerous, unsightly, unpleasant or of a nature as may diminish or destroy the enjoyment of other property in the subdivision by the Owners thereof.

G. In the event the Owner of any lot permits any underbrush, weeds, etc., to grow upon any Lot to a height of two (2) feet, (except as part of a landscaping plan approved by the Board of Directors) and on request fails to have the same cut and/or removed within thirty (30) days, agents of the Board of Directors may enter upon said Lot to cut and/or remove the same at the expense of the Owner. The Board of Directors may, likewise, enter upon said Lot to remove any trash which has collected on said Lot, without such entrance and removal being deemed a trespass, all at the expense of the Owner of said Lot. This provision shall not be construed as an obligation on the part of the Board of Directors to provide garbage or trash removal services. If the Owner fails to pay the cost thereof, the same shall be added to and become a part of the assessment to which said Lot is subject or, at the discretion of the Board of Directors, the Board of Directors may file a lien therefore pursuant to the construction lien laws of the State of Florida.

Additionally, all undeveloped lots shall be partially mowed at least once per month, between May and October of each year. The portion of said lots to be mowed shall be that portion bordering any street and extending a distance of fifteen (15) feet from the edge of the road into the lot. The Board of Directors may enter upon said Lot to mow the portion of the Lot if the Owner fails to do so, and after giving the Owner seven (7) days notice to comply. If the Board mows the Lot the cost thereof shall be the obligation of the owner. If the owner fails to pay the cost thereof, the same shall be added to and become part of the assessment to which said Lot is subject, or at the discretion of the Board of Directors, the Board of Directors may file a lien therefore pursuant to the construction lien laws of the State of Florida.

H. 1. Only one (1) "For Sale" sign will be allowed on a lot and must be placed in the front yard of the home.

2. "For Lease" signs will not be allowed.

3. "For Sale" and "For Lease" signs may not be placed in windows of the home.

4. "Protected by alarm" signs are authorized in landscaping near the front and rear door. Signs shall not exceed six inches (6") by eight inches (8").

5. No other signs are permitted, including contractor advertising signs for swimming pools, roofs, patio or room additions and the like. A "permit board" displaying a building permit from the applicable governmental agency is allowed if that agency requires it to be posted conspicuously.

6. Political signs are limited to two (2) signs per property and may be no larger than twenty-four inches (24") by twenty-four inches (24"). Any signage with a candidate's name or slogan will be considered political signage. All residents of Aristida will refrain from placing any signage in easements and/or common areas. **Political signs may be displayed for two (2) weeks prior to an election and must be removed on the day following the election.**

I. Each Lot Owner shall provide space for parking for two (2) automobiles off the street prior to the occupancy of any dwelling constructed on said Lot in accordance with reasonable standards established by the Board of Directors.

1. All vehicles displaying any commercial storage signage shall be parked in the garage at all times.

J. Each Lot owner shall provide receptacles for garbage, refuse, rubbish or other discarded matter in a shielded area not generally visible from the road, except on regular days for the collection thereof as may be provided by sanitary service or provide underground garbage receptacles or similar facilities in accordance with reasonable standards established by the Board of Directors. Shielding can be done by appropriate plantings. Dumpsters are required on all construction sites in order to contain debris.

K. The Board of Directors reserves unto itself, its successors, and assigns, a perpetual, alienable and releasable easement over, upon across and under each Lot for the erection, maintenance, installation and use of electrical and telephone poles, wires, cables, conduits, sewers, water mains and other suitable sewer, water or other public conveniences or utilities, and the Board of Directors may further cut drainways for surface water wherever and whenever such action may appear to the Board of Directors, in its sole and absolute discretion, to be reasonably necessary in order to maintain reasonable standards of health, safety and appearance. These easements and rights, expressly include the right to cut any trees, bushes or shrubbery, make any gradings of the soil, or to take any other similar action reasonably necessary to provide economical and safe utility installation and to maintain reasonable standards of health, safety and appearance. It further reserves the right to locate wells, pumping stations, and tanks within residential areas, on any walkway, or any Lot designated for such use on the applicable plat of a residential subdivision, or to locate same upon any adjacent Lot with permission of the owner of such adjacent Lot.

L. No structure of a temporary character shall be placed upon any Lot at any time; provided, however, that this prohibition shall not apply to shelters used by the Owner and/or contractor during the construction of the main dwelling house, it being clearly understood that these latter temporary shelters may not, at any time, be used as residences or permitted to remain on the Lot after completion of construction.

M. Boats, campers, recreational vehicles and trailers of any sort, character or description shall be permitted upon a Lot, provided they are stored and contained in an enclosed garage or

carport properly shielded from view by neighbors and from the roadways in the subdivision. Shielding can be done by appropriate plantings. Notwithstanding the foregoing, no house trailer or mobile home shall be kept, stored or maintained on any Lot at any time.

Guests of residents may park their recreational vehicle or self-contained travel trailer in resident's driveway for a maximum period of seven (7) days during any thirty (30) day period.

A properly constructed tree house may be permitted. Plans must be presented to the Board of Directors for approval. Refusal of approval of the same may be based by the Board of Directors upon any ground, including, but not limited to, aesthetic considerations which, inn the sole and absolute discretion of the Board of Directors, shall seem sufficient.

N. No fuel tanks or similar storage receptacles may be exposed to view and may be installed only within the main dwelling house, within the accessory buildings, buried underground or hidden from view by appropriate plantings.

O. No Lot shall be subdivided, or its boundary lines changed, except with written consent of the Board of Directors; provided, however, the Board of Directors hereby expressly reserves to itself, its successors or assigns the right to re-plat any two (2) or more Lots shown on the plat of said subdivision prior to their sale in order to create a modified building Lot or Lots, provided that no Lot originally shown on a recorded plat is reduced by more than twenty percent (20%) from its original size, unless it eliminates a Lot completely (i.e. convert three (3) Lots into two (2) Lots.) The restrictions and covenants herein apply to each such building Lot so created.

P. Satellite Dishes shall be allowed with the written permission of the Board of Directors in accordance with reasonable standards established by the Board of Directors or as may be required by legal proceedings; provided, however, they are attached to or located at the rear of the house, not visible from the street and screened from contiguous property Owners' view by appropriate natural plantings.

Q. Discharge of Fire Arms in the subdivision is strictly forbidden. It is the intent that the entire area herein be maintained as a wildlife preserve.

R. All fences must be approved by the Board of Directors and must conform at a minimum to the following standards:

1. Any fence which borders a street must conform to the one of the following:

(a) They must be constructed of 4 x 4 vertical wood posts eight (8) feet apart with three (3) 1x6 horizontal wood rails. They shall be not less than four (4) feet nor more than six (6) feet in height measured from thee ground to the top of the upper rail. They will be stained medium brown; or

(b) They may be constructed in such a fashion that the vertical supports are made of brick or stucco that match the materials and color found on the exterior of the home. The vertical supports shall be no less than sixteen (16) feet apart, and the rails between the vertical supports shall consist of three (3) 1x6 wood rails, or steel or aluminum rods that are medium brown or black in color.

2. Fences bordering side or rear lot lines, which do not border a street, must conform to one of the following:

(a) They must be constructed of 4x4 wood vertical posts eight (8) feet apart or vinyl posts no less than eight (8) and no more than ten (10) feet apart with three (3) 1x6 horizontal wood or vinyl rails. They shall not be less than four (4) feet nor more than six (6) feet in height measured from the ground to the top of the upper rail. They will be stained, molded or painted medium brown (matching Sherwin Williams Exterior Latex Paint Ultra Base SW6083 or equivalent medium brown paint;

(b) They shall be constructed of chain link fencing coated with brown or black plastic material, and shall be no less than four (4) feet nor higher than six (6) feet in height.

3. Fencing which does not border a street, a side lot line, or a rear lot line may extend from the wall of structure and intersect with a side lot line, in which event the fence can be a chain link fence with brown or black plastic coating or shall be made of wood and painted medium brown. The fencing shall be shielded from view from the street by plantings. The plantings are to be designated by the Board of Directors.

4. No fencing may be installed without the express written approval of the Board of Directors. Once installed, all fencing must be maintained in accordance with the provisions of this Declaration and any other standards established from time to time by the Board of Directors.

S. No standard roof shingles will be acceptable. Timberline or equal wood shingles, tile or architectural tin roofs are acceptable.

T. Provided the Lot is located in an Estate Residential (ER) Zoning classification under Pasco County Zoning Ordinances (and all lots in the subdivision are not zoned Estate Residential) and permitted by said Zoning Ordinance, then two (2) horses will be permitted on a one (1) acre or larger Lot provided it is stabled with a paddock. Four (4) horses will be permitted on a two (2) acre or larger Lot, provided they are stabled with a paddock. The purpose of this restriction is to prevent pastures from becoming sand Lots. It shall be the Lot Owner's responsibility to maintain the pasture areas in a grassy condition. It shall be the Owner's responsibility to verify proper zoning for the Owner's Lot.

U. No commercial business may be operated from a Lot or dwelling. Prohibited commercial businesses under this section shall be defined as including, but not limited to, any activity involving the following:

1. The storage (regardless of the length of time) of goods or materials held for resale or delivered to others for consideration which can be seen from the exterior or dwelling; or

2. The sale of goods or services which causes buyers of said goods and services to regularly come upon the Lot; or

3. The storage or maintenance of equipment or materials on a Lot used in trade or business. This shall not include passenger automobiles, vans and pick-up trucks as hereinafter defined.

Nor shall it include small scale office equipment (such as personal computers), so long as said equipment is stored, operated and maintained in the interior of the dwelling.

a. "Passenger Automobiles" means those vehicles which are primarily used as passenger motor vehicles, and which have a body style consisting of two doors, four doors, hatchback, convertible, station wagons, or mini-vans which do not exceed eighteen (18) feet in length. It also means certain enclosed sport utility vehicles such as Ford Bronco, Chevrolet Blazer, Jeep Wagoneer, Range Rover and similar vehicles.

b. "Vans and Pick-up Trucks" means vehicles with less than a one tone rated weight carrying capacity, and which do not exceed twenty-two (22) feet in length.

V. All grantees, heirs, successors, legal representatives and assigns taking any Lot or Lots shall be subject to these covenants and charges.

W. The Owner(s) shall be under no duty, either expressed or implied, to enforce the foregoing restrictions, but shall have the right to enforce said restrictions should he so elect.

X. The foregoing restrictions shall run with the Land and are imposed on and intended to benefit and burden every parcel of Land in said subdivision.

Y. Where the word "Developer" is used herein, it is construed that the same means Developer or its lawful successors, assignees, beneficiaries of a trust, or their assigns, heirs and personal representatives.

Z. The Developer shall have the right to modify or amend these Covenants, Conditions and Restrictions without limitation.

AA. All covenants, restrictions and affirmative obligations set forth in this Declaration shall run with the Land and shall be binding on all parties and persons claiming under them for a period of twenty-five (25) years from January 1, 1992, after which time said covenants shall be automatically extended for successive periods of ten (10) years, unless an instrument signed by the Owners of a majority of the then number of Lots affected by such covenants has been recorded, agreeing to change said covenants in whole or in part. This Declaration may be amended from time to time by an affirmative vote, either in person, by proxy or absentee ballot of no less than a majority of the number of votes cast as a duly called meeting. Any amendment of this Declaration which would affect the surface water managements system, including the water management portion for the common areas, must have the prior approval of the Southwest Florida Management District.

BB. All Lots which are zoned R-4 High Density Residential District by Pasco County shall have a front minimum building setback of thirty-five (35) feet measured from the front property line. The Association may, if given evidence of a hardship, permit a front setback of less than thirty-five (35) feet, but in no event shall permission be given for a front setback less than permitted by Pasco County.

CC. None of the restrictions contained herein shall have the effect of prohibiting the installation of solar collectors, clotheslines or other energy devices based on renewable resources from being installed or erected on a building or lot within the subdivision. The Board of Directors reserves unto itself the right, absolutely and solely, to determine the specific location where solar

collectors may be installed on a roof within an orientation to the south, or within 45° east or west of due south, provided that such determination does not impair the effective operation of the solar collectors; to determine the specific location of clothesline or other energy devices; and to require any such clotheslines or other energy devised be shielded from view of neighboring lots or from roadways by appropriate natural plantings.

1. In accordance with Florida Statute 720.304, any homeowner may display one portable, removable United States Flag not larger than 4 ½ feet by 6 feet, and one portable removable flag of the State of Florida not larger than 4 ½ feet by 6 feet, or a flag which represents the United States Army, Navy, Air Force, Marine Corps., Space Force, Coast Guard or a POW-MIA flag. They shall be no larger than the American flag nor shall be flown above the American flag.

2. Flagpoles may be mounted to the house directly to the left or right of the front door or centered over the garage door. Flagpoles attached to the house may not exceed 5 feet.

3. When mounted on the house, flags must be flown in an outward fashion from the house. The American flag, State of Florida flag, Army, Navy, Air Force, Marine Corp., Space Force, Coast Guard, or POW-MIA flags which are no larger than 4 ½ feet by 6 feet, attached to the house in the above locations shall be permitted without ARC approval.

4. A free-standing flagpole, not to exceed twenty feet (20") in height, may be installed in a location that does not interfere with the line of sight at an intersection, is not within an easement and does not present a hazard to drivers or pedestrians. The pole must be constructed of high-pressure fiberglass or anodized aluminum. Based on Aristida's geographic location, the flagpole must be submitted to the ARC showing the location of the installation, color, and material composition of the flagpole and the wind speed specifications for the pole chosen. The pole must be installed per the instructions provided with the pole and must be concreted into the ground.

5. The U.S. flag shall be flown in accordance with the requirements of the United States Flag Code. In no instance shall the flag be flown if in violation of Section 720.304, Florida, Statutes.

6. Flags should be replaced if faded, tattered, or in poor condition.

7. Flagpoles and flag attachments will be kept in a clean and maintained condition.

DD. All mailboxes to be uniform and constructed as shown on Exhibit "A" attached hereto.

EE. After the landscaping plan has been approved by the Board of Directors, any proposed material modifications to the landscaping on any Lot shall be approved by the Board of Directors. The landscaping plan submitted prior to the issuance of a certificate of occupancy and any landscape plan for modifications submitted to the Board of Directors shall conform with any and all standards in effect at the time of the submission which the Board of Directors have adopted. In the event there is significant destruction of landscaping, regardless of the cause, the owner will immediately replace it.

ARTICLE VII
Owners' Obligation to Repair

Each Owner shall, at his sole cost and expense, repair the interior of his Unit, keeping the same in a condition comparable to the condition of such residence at the time of its initial construction, excepting only normal wear and tear.

ARTICLE VIII
Owner's Obligation to Rebuild

If all or any portion of a residential unit is damaged or destroyed by fire or other casualty, it shall be the duty of the Owner thereof, with all due diligence, to rebuild, repair or reconstruct such residence in a manner which will substantially restore it to its appearance and its condition immediately prior to the casualty. Reconstruction shall be undertaken within six (6) months after damage occurs and shall be completed within eighteen (18) months after the damage occurs, unless prevented by causes beyond the control of the Owner(s).

ARTICLE IX
General Provisions

SECTION 1. Enforcement. The Association, Developer, or any Owner, shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration, and the party enforcing same shall be entitled to recover all court costs and reasonable attorneys' fees whether incurred prior to litigation, for trial or appeal. Failure by the Association, Developer, or by any Owner to enforce any covenant or restriction herein contained shall, in no event, be deemed a waiver of the right to do so thereafter.

In addition to the foregoing, the Board of Directors shall have the right, whenever there shall have been built on any Lot in the subdivision any building, fence or other structure which is in violation of these restrictions, to enter upon the property where such violation exists, and summarily abate or remove the same at the expense of the Owner(s), if, after, thirty (30) days written notice of such violation, it shall not have been corrected by the Owner(s). Any such entry and abatement or removal shall not be deemed a trespass.

The failure to enforce any right, reservation, restriction or condition contained in this Declaration, however long continued, shall not be deemed a waiver of the right to do so thereafter, as to the same breach or as to a breach occurring prior or subsequent thereto and shall not bar or affect its enforcement.

SECTION 2. Severability. Invalidation of any one of these covenants or restrictions by judgement or court order shall in no way affect any other provision, which shall remain in full force and effect.

SECTION 3. Utility Impact Fees. Pasco County, Florida, by and through its Board of County Commissioners, has imposed a development condition upon the subdivision as follows:

A development condition that requires the Owners of the Lots in the Subdivision to connect to a central water and/or sewer system either governmentally owned or regulated by the Public Service Commission, when such systems become available, and pay such impact connection charges as applicable at that time.

The Developer and each Lot and/or Unit Owner hereby acknowledges such development condition and agrees that the payment of such utility impact connection charges, as applicable at that time, shall be paid by the Owner of each Lot and/or Unit. In the event such charges are not paid, the utility impact connection charges, together with interest, costs and reasonable attorneys' fees, shall be a charge on the Land and shall be a conditional lien upon the property for which the utility impact connection charge was not paid. Furthermore, each Owner shall be responsible for the payment of all impact and connection fees imposed by any public or quasi-public entity including, but not limited to, Pasco County and the electric utility company having jurisdiction thereof.

SECTION 4. Developer. Anything herein to the contrary notwithstanding, during the time that Developer is actively developing or selling the subdivision or the Land, Developer reserves the right to amend this Declaration, the Articles of Incorporation and the By-laws of the Association in any manner whatsoever; provided, however, that Developer may not alter the character of the development as residential, nor may Developer delete any Common Area designated, submitted or committed to common usage. Developer's rights hereunder may be assigned to any successor to all or any part of Developer's interest in the subdivision or the Land.

SECTION 5. Withdrawal of Property. Any property that at any time may be submitted pursuant to the terms of the Declaration or any amendments thereto, may be withdrawn therefrom by Developer during the time it owns such property provided that such withdrawal shall not isolate any Lands remaining subject to this Declaration or amendments thereto.

ARTICLE X
Annexation

The Developer may be permitted to annex any additional property and Common area, without the consent of the Association, Owners or Mortgagees, within ten (10) years of the date of the recordation of this instrument. Any such additional property shall become subject to the provisions of the Articles of Incorporation; Declaration of Covenants, Conditions and Restrictions; and the By-laws upon the filing of an amendment to the Declaration of Covenants, Conditions and Restrictions in the public records of Pasco County, Florida, which said amendment shall be properly executed and acknowledged by the Developer only, and shall not require the consent of the Association, Owners and/or Mortgagees. The amendment may contain such complementary additions and/or modifications of the Covenants of this Declaration as may be determined by the Developer provided that such additions and/or modifications of the Covenants of this Declaration as may be determined by the Developer provided that such additions and/or modifications are not substantially inconsistent with the Declaration.

Any such additional properties shall not be subject to the terms and conditions of the Declaration of Covenants, Conditions and Restrictions, nor shall same constitute a cloud or encumbrance upon the title of said properties, until an amendment or amendments to the Declaration of Covenants, Conditions and Restrictions is/are recorded among the public records of Pasco County, Florida, from time to time.

ARTICLE XI
ADDITIONAL USE RESTRICTIONS FOR PHASE III REPLAT

In addition to the covenants, conditions and restrictions set forth herein, each Lot in ARISTIDA PHASE III REPLAT shall be subject to the following additional restrictions:

A. Each single family dwelling shall contain the following minimum requirements:

(1) Lot 106 through Lot 116, inclusive-not less than 3,000 square feet of heated living area.

(2) Lot 100 through 105, inclusive and Lott 117 through Lot 123, inclusive-not less than 2,700 square feet of heated living area.

(3) All remaining Lots-not less than 2,400 square feet of heated living area.

B. Garages shall have side entries as opposed to front entries. The Architectural Review Committee shall have the authority to grant aa variance in accordance with the approved building plan.

(End of Document)