Tri-Par Estates

Park & Recreation District

DRAFT 5

Deed Restrictions

Adopted January, 2000
Amendment May, 2006
Edited November 2026.

EXHIBIT "A"

THIRD AMENDED AND RESTATED DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF TRI-PAR ESTATES SUBDIVISION AND ALL ADDITIONS THERETO

KNOW ALL MEN BY THESE PRESENTS:

That the record property owners of TRI-PAR ESTATES SUBDIVISION, UNITS ONE THROUGH NINE, INCLUSIVE (hereinafter "Tri-Par Estates") do hereby impose and charge the lots or parcels of such owners in Tri-Par Estates with certain covenants, agreements, easements, restrictions, conditions and charges as follows:

1. No building, addition or accessory, mobile home, fence, wall or other structure shall be commenced or erected, nor shall any addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, floor plan, materials, location and approximate cost of such structure have been submitted to and approved in writing by the Board of Trustees of Tri-Par Estates Park and Recreation District, a Special Park and Recreation District, being a political subdivision of the State of Florida (hereinafter "Board of Trustees"). The Board of Trustees' failure to give notice of its disapproval of such plans and specifications within Sixty (60) days after receipt thereof by the Board of Trustees shall be deemed to constitute its approval thereof. All fences must be in compliance with all applicable laws and ordinances. No fence shall exceed forty-eight inches (48") in height except for the fences of the storage lot and the District's perimeter fences, which fences may be seventy-two inches (72") in height and topped with barbed wire as permitted by law and authorized by the Board of Trustees in its reasonable discretion.

2. (a) There shall be minimum setbacks from all property lines for all permanent and temporary structures and mobile homes in Tri-Par Estates. The set back requirements are as follows:

Lots	Front	Rear	Each Side
Lots 1 through 137, inclusive:	5 feet	5 feet	5 feet
Lots 138 through 265, inclusive:	5 feet	6 feet	5 feet
Lots 266 through 524, inclusive:	5 feet	5 feet	5 feet
Lots 525 through 616, inclusive:	6 feet	6 feet	5 feet
Lots 617 through 696, inclusive:	5 feet	6 feet	5 feet
Lots 696A, and 697 through 917, inclusive:	5 feet	8 feet	5 feet

(b) Lot 696A shall only be used for residential purposes in conjunction with Lot 696, and shall be treated as though they were a single lot with respect to the terms, covenants, conditions and restrictions expressed herein.

(c) No plants of any kind except grass shall be planted on the rear utility easement of any lot.

(d) The foregoing set back from a side property line shall not apply to adjacent side lot lines where an owner owned more than one lot and installed a mobile home and ancillary structures so as to combine the adjoining lots into a single residential parcel. From this date of this amendment going forward, and to maintain the community in the future, two different lots shall no longer be eligible to be combined into one lot with one home and an ancillary structure or an empty lot. The two lots shall be maintained as two separate lots.

(e) The Board of Trustees may, in its discretion, release any lot, block or parcel from the restrictions contained in this paragraph when in the best interest of the community, with legal reason and justification, and/or when necessary to protect the health and welfare of the District.

3. No well or septic tank shall be constructed in Tri-Par Estates without the prior written approval of the Board of Trustees.

4. Tri-Par Estates is a manufactured (mobile) home community. Each and every home heretofore and hereafter placed or installed upon any lot within Tri-Par Estates shall be used exclusively for residential purposes. No lot may be used for any other purpose, except as may be designated by the Board of Trustees for recreational or other District purposes, without the prior written authorization of the Board of Trustees.

5. Signs not larger than 12” by 18” that relate to the sale or rental of a lot or home within Tri-Par Estates (limit of one sign per home with the message “FOR SALE” or “FOR RENT”) shall be permitted. A sign advertising a yard sale must not be installed more than 12 hours in advance of the sale and must be removed within 12 hours of the completion of the sale. A contractor’s sign (limit of one sign per job on owner’s lot) must be removed immediately upon

completion of the job. Security and video surveillance signs can be posted in the front and back of a property and will be subject to the 12" by 18" size restriction. No other signs or advertisements shall be erected or displayed on any lot or right of way, except as designated by the Board of Trustees.

6. No boat, boat trailer, utility trailer, travel trailer, camper, business, or commercial vehicle, or any similar property shall be stored or parked in Tri-Par Estates without the prior written approval of the Board of Trustees. Kayaks, not to exceed two in number, are excluded from this paragraph. No vehicle shall be parked on grassed areas in Tri-Par Estates. No derelict vehicles or trash of any description shall be kept or permitted adjacent to or upon any lot, block or parcel. No vehicle repair work shall be conducted upon any residential lot except for necessary minor emergency repairs.

7. The Board of Trustees reserves the right to enter upon all lots, blocks or parcels to inspect violations and poor conditions and contract outside services necessary to cut grass, remove excessive weeds from flower beds, planting areas and other portions of the lot, remove overgrowth, fallen fruit and rubbish, and keep all lots, blocks, or parcels from creating an unsightly appearance, and to charge the owner of said lot, block or parcel for the actual cost plus 10% Administrative fee. Owners shall be provided with notice of the violation and an opportunity to remedy within 10 days. If no remedial action is taken, the services will be provided and the owner charged. Any such charge shall constitute a lien against the property and be enforceable as provided in the Construction Lien Law of the State of Florida. Property owner shall have 30 days from the date of performed services to arrange payment before the lien shall be filed.

8. All mobile homes hereafter placed on a lot within Tri-Par Estates must be new, or not more than five (5) years old and in good condition as reasonably determined by the Board of Trustees, as evidenced by the certificate(s) of title; unless otherwise determined by the Board of Trustees. Each mobile home must be installed by a duly licensed installation agency. Not more than one mobile home shall be placed on each lot; however, two mobile homes may be joined to form a single dwelling as approved and designated by the Board of Trustees. No mobile home shall exceed a single story in height. Any mobile home placed on any lot must have complete sanitary facilities including, among others, a lavatory, wash basin, tub or shower, kitchen sink, and must be connected to public central water and sewerage systems in conformity with Sarasota County and State of Florida health requirements. All mobile home owners must construct within six (6) months from the date said mobile home is placed on said lot a covered carport above a parking area of not less than sixteen feet (16') in length and as wide as the platted lot will permit after consideration of applicable setback requirements and easements, a permanent paved driveway and an enclosure (skirting) of materials approved by the Board of Trustees covering that open area from the bottom of the mobile home to the ground which shall conceal the under-carriage. Every home in Tri-Par Estates shall have and maintain a carport. Every owner has an independent obligation to construct, reconstruct, replace, repair and/or maintain a carport in the event a carport is damaged by cause or act of God. The carport must be replaced or have said contract to replace within six (6) months of its loss or damage. In the event the owner does not comply with these provisions, the Board of Trustees shall have the right to construct such facilities and to charge the owner of said lot for the actual cost plus a 10% service charge. Any such charge shall constitute a lien against the property and be enforceable as provided in the Construction Lien Law of the State of Florida.

When a home is not able to comply with the carport length requirement due to Sarasota County setback lines or easements, the Sarasota restrictions will be enforced and the property will be exempt from the 16 foot requirement if no viable alternative exists.

Properties with a garage which is fully functional as a garage and which in fact is where their vehicle is parked are exempt from the carport requirement. Properties may have a garage so long as the garage is at least 16 feet long, will house a car, and is constructed in conformity with the architectural design and color of the home

As of the date of this Deed Restriction, there are 20 (twenty) homes that do not have a garage or carport of any size and due to the placement of the home on the lot, are not able to comply with the carport requirement. These homes are listed as "Exhibit A' and are exempt from the carport requirements until such time as the home is destroyed or replaced.

Any other properties that do not fall into one of the above categories, must apply to the Board for any variance of the restrictions with due cause and justification.

Any property not in compliance with the deed restrictions without the justifications and exceptions listed in the above paragraphs, shall not be eligible for rent and must become compliant with these restrictions upon the sale or transfer of title. Anyone renting their homes without Tri Par approval, shall be subject to a fine of $75.00 per day that the home is occupied by said renter. Owners in noncompliance may lose their Fob until they are compliant. In the event a home is severely damaged whether by cause, storm or act of God and the owner is not able to repair the damages to become compliant, the home must have a contract to repair within 6 months or if extensive and unrepairable damage, the home shall be removed or have a contract for removal within 6 months.

9. No clotheslines or clothes poles may be placed on a lot, except for one folding "umbrella type" clothes pole not more than six feet (6') in height for each residential parcel, which shall be placed in the rear of the lot outside the line of view from the street. No other outdoor drying of laundry is permitted. Carport, fence or straight-line drying is strictly forbidden.

10. No television or radio antenna or tower may be erected in Tri-Par Estates except as designated by the Board of Trustees. No satellite dish shall be placed upon any lot or affixed in any manner to any mobile home or structure thereon that has a diameter greater than twenty-four inches (24"). Reasonable accommodations regarding the placement, screening or height for the installation of any amateur radio antennae may be made by request of a licensed operator to the Board of Trustees.

11. No pets shall be permitted to be kept in Tri-Par Estates except on the following lots where household pets are specifically permitted to be kept by the residents: Lots 138 through 265, inclusive; Lots 776 through 798, inclusive; Lots 813 through 847, inclusive; and Lots 908 through 917, inclusive. Said pets shall be kept in a fenced area or on a leash. The areas where household pets are permitted may be extended or reduced only as designated in writing by the Board of Trustees. Notwithstanding the foregoing pet restrictions, the Board of Trustees is authorized to grant permission to any resident for the keeping of a professionally trained guide or service animal, including an ESA, if evidence is furnished that the animal is required for the reasonable accommodation of the resident's disability and that the master, who must reside on the property, has been trained in performance standards and obedience responsibility; and with the understanding that the resident and/or the animal's master shall be liable for any property damage or personal injuries caused by the animal. No household pet may, at any time, become a public or

private nuisance. Owners are responsible for cleaning up after their pets. Emotional support animals must have their yearly certification/registration paperwork updated with the office and must stay current.

12. Tri-Par Estates is a community intended and operated as "housing for older persons" within the meaning of the Fair Housing Amendments Act of 1988, 42 U.S.C. Sections 3601, et seq., and subsequent amendments thereto. Except for occupants of dwelling units on lots in Tri-Par Estates as of June 13, 1994, occupancy of a dwelling unit on a lot shall not be permitted unless at least one person in such dwelling unit shall be fifty-five (55) years of age or older; provided, however, all other occupants (excluding "under age guests" as defined below) of the dwelling unit must be at least forty-five (45) years of age. In the event that all of the occupants of a dwelling unit who are fifty-five (55) years of age or older shall die or otherwise discontinue occupancy of the dwelling unit, then the Board of Trustees shall have the right to terminate the occupancy of the dwelling unit by all persons under fifty-five (55) years of age, if continued occupancy would result in less than eighty percent (80%) of the dwelling units in the community being occupied by at least one person fifty-five (55) years of age or older. Reasonable exceptions to the foregoing restrictions shall be authorized by the Board of Trustees pursuant to rules and regulations promulgated by the Board of Trustees from time to time. Said rules and regulations shall, for example, include the following:

(1) The Board of Trustee may authorize exclusive occupancy of a dwelling unit by an under age bona fide caregiver engaged to provide care for a lot owner or former resident who is situated away from the dwelling unit and who is unable to reasonably function without the caregiver's services

(2) The Board of Trustees may authorize occupancy of a dwelling unit by an under age bona fide caregiver who is engaged to provide care for a lot owner or other resident who remains in possession of the dwelling unit but who is no longer able to function independently in the dwelling unit;

(3) The Board of Trustees may authorize exclusive occupancy of a dwelling unit by an under age park manager and/or office manager and said manager's immediate family during the term of the manger's employment with Tri-Par Estates, in accordance with 24 CFR Section 100.305(e)(3).

An "guest under 55 years of age" of a lot owner, resident or authorized lot renter shall, without restriction of familial status, be permitted to stay in the lot owner/resident/renter's dwelling unit provided such stay does not exceed a total of thirty (30) days in any twelve (12) month period. No homes are to be occupied by a guest, other than immediate family members, when the resident is not currently residing at the residence unless the guest or renter has registered with the office prior to arrival and upon arrival signs an acknowledgment of Tri Par Rules and Policies.

13. No lot or portion of a lot in Tri-Par Estates shall be regraded without the prior written consent of the Board of Trustees.

14. No trade, business, or profession which requires an occupational license to perform, or any action, operation or transaction undertaken with the primary goal of generating a profit through the production, distribution, buying or selling of goods, shall be conducted on any residential lot. Exceptions to this would be one yard sale per calendar year.

15. In order to maintain a community of congenial property owners who are agreeable to abide by the "housing for older persons" restrictions and all other applicable terms, covenants, conditions, restrictions and other provisions contained herein and in the Enabling Act of Tri-Par Estates Park and Recreation District as enacted by the Legislature of the State of Florida (hereinafter collectively, the "Restrictions"), the transfer of any lot, block or parcel by any owner shall be subject to the conditions hereinafter set forth for as long as said Restrictions, or any part thereof, shall remain in force and effect: It shall be necessary for the Board of Trustees, or its duly authorized officers, agents or committee, to approve in writing all sales, transfers of title, leases or subleases of a lot, block or parcel, or other transfer of possession of a dwelling unit on a lot, block or parcel, before such sale, transfer, lease, sublease or other transfer of possession shall be valid and effective. Written application for such approval shall contain such information and supporting documentation [including, but not limited to, verifiable proof(s) of age(s) of proposed occupant(s)] as may be reasonably required in application forms promulgated by the Board of Trustees and shall be accompanied by a transfer fee as determined by resolution of the Board of Trustees; provided, however, the Board shall not be authorized to charge an application fee in excess of Fifty Dollars ($50.00). Each property owner is required to keep their contact information current with the Tri-Par office.

16. Each of the terms, covenants, conditions and restrictions herein set forth shall continue in full force and effect for a period of thirty (30) years from the effective date of this Amended and Restated Declaration of Covenants, Conditions and Restrictions (hereinafter "Declaration"), and said Declaration shall be renewed and extended automatically thereafter, for successive periods of ten (10) years each. Provided, however, that notwithstanding the foregoing date references contained in this Paragraph, said Declaration may be altered, amended or rescinded in whole or in part at any time upon the consent of a majority of the then fee owner or owners appearing of record of residential lots in Tri-Par Estates (hereinafter "Qualifying Lot Owners"). Provided, further, however, that no such alteration, amendment or rescission may be made or shall become effective without the consent and joinder of the Board of Trustees. For the purpose of this Paragraph, the fee ownership of a lot in Tri-Par Estates shall entitle the owner or owners, regardless of the number of such owners, to a single vote for each lot. A vote to alter, amend or rescind the Declaration can be initiated in one of two ways:

(1) By a majority vote of the Board of Trustees; or

(2) When a petition containing the signatures of twenty percent (20%) of the Qualifying Lot Owners, said petition containing a single signature per lot, is presented to the Board of Trustees.

The following procedure shall be followed in either case: Within thirty (30) days of the initial Board of Trustees' vote, or the presentation of a valid petition to the Board of Trustees, the Board of Trustees shall call a public information meeting of all Qualifying Lot Owners. An election for the consideration of the proposed changes shall be set by the Board of Trustees; such election shall

occur not less than thirty (30) days, nor more than ninety (90) days, from the date of the public information meeting. The affirmative votes of a majority of the Qualifying Lot Owners (one vote per lot) shall be necessary for adoption of an amendment. Voting shall be by written ballot. Provision for absentee balloting and other election procedures shall be determined pursuant to rules and regulations promulgated by the Board of Trustees. A duly adopted amendment shall become effective upon the recording of a Certificate of Amendment to the Declaration of Covenants, Conditions and Restrictions in the Public Records of Sarasota County, Florida; said Certificate to be executed by the Chairperson and attested to by the Secretary of the Board of Trustees.

17. Each of the terms, covenants, conditions and restrictions herein set forth, and future amendments thereto, shall run with the land and be binding upon the Board of Trustees and all lot, block or parcel owners in Tri-Par Estates, and on each of their respective heirs, successors, personal representatives, grantees and assigns; and on all persons or parties claiming by, through or under any of them.

18. In the event of any violation or threatened violation of any of the terms, provisions, covenants, conditions, restrictions, agreements, easements, or charges expressed herein by any lot owner or persons in possession of any lot, the Board of Trustees or any owner of any lot in Tri-Par Estates may bring an action at law or in equity, either for injunctive relief, action for damages or such other remedy as may be available.

19. The failure of any owner of any lot, block or parcel, or of the Board of Trustees, or any of its successors, administrators, grantees or assigns, to enforce any terms, provisions, covenants, conditions, restrictions, agreements, easements, or charges expressed herein shall in no event be deemed a waiver of the right to do so with respect to any subsequent violation or threatened violation, nor shall such failure give rise to any claim or cause of action against the Board of Trustees or such lot, block or parcel owner. A violation of this Declaration shall not defeat nor render invalid the lien of any first mortgage made in good faith and for valuable consideration against any lot, block or parcel in Tri-Par Estates.

20. The invalidation of any provision of this Declaration or the invalidation of the application of any provision to any person or circumstance, by judgment, court order, or other legal process, shall in no way invalidate any other provisions hereof or invalidate the application of the offending provision to any other person or under any other circumstances.

21. The prevailing party in any litigation (and in any subsequent appellate proceedings) involving the enforcement of this Declaration, the Enabling Act of the Tri-Par Estates Park and Recreation District as enacted by the Legislature of the State of Florida, and/or the rules and regulations promulgated by the Board of Trustees, shall be entitled to recover all costs, including, but not limited to, reasonable attorneys' fees.

The effective date of this Amended and Restated Declaration of Covenants, Conditions and Restrictions shall be the later of March 31, 2027 or the date of recording of this instrument in the Public Records of Sarasota County, Florida; and, except as to the effective date of the primary term and the renewal terms of this Declaration, the covenants, conditions, and restrictions expressed herein shall be construed as though they had been provisions contained in the original

deeds by which the aforesaid owners acquired title to their respective lots, blocks or parcels in Tri-Par Estates. From and after the effective date of the Amended and Restated Declaration of Covenants, Conditions and Restrictions, the covenants, conditions, and restrictions expressed herein shall supersede any and all previously recorded restrictions upon the lots, blocks and parcels in Tri-Par Estates.

22/25. In addition to other powers and duties of the Board of Trustees in the administration and enforcement of the deed restrictions and the rules and Regulations, the Board of Trustees or a committee designated by the Board of Trustees shall have all the powers and duties necessary and/or convenient for levying reasonable fines against property owners and their licensees, invitees, or other occupant(s) of the mobile homes who fail to comply with any provision of the deed restrictions of property promulgated rules of the community. The Board of Trustees shall promulgate rules and regulations for the implementation of the fine levying authority granted herein. Such rules and regulations shall include, among other, the following: (a) the no fine shall exceed the maximum amount or be levied more frequently than allowed by Florida Statutes Chapter 720 (in the context of community governance by a homeowners association), as the same may be amended from time to time; and (b) that no fine shall be levied except after giving reasonable notice and opportunity for a hearing to the property owner and, if applicable, the property owner's licensee, invitee or other mobile home occupant(s).

The effective date of the aforesaid Third Amendment and Restated Deed Restrictions shall be the date of recording (_____) of this Certificate in the Public Records of Sarasota County, Florida. The aforesaid First Amendment to the Amended and Restated Deed Restrictions shall be an additional Covenant running with the land and shall be binding upon each of the aforesaid Property owners in Tri-Par Estates Subdivision, Units One through Nine, inclusive, and their respective heirs, successors, personal representatives, grantees and assigns.

23. Limitation on Number of Properties Subject to Common Ownership or Control.

Effective upon adoption of this amendment to the Declaration of Covenants, Conditions and Restrictions, no property owner in Tri-Par Estates shall be eligible to own or control more than two (2) residential properties at the same time. The Board of Trustees is authorized to determine whether or not in its judgment the proposed manner of ownership of a property would result in the effective control of said property by a person or entity already owning and/or controlling two properties.

Any property owner owning three or more properties in Tri-Par Estates as of the date pf adoption of this amendment shall not be required to divest ownership of said properties as a consequence of this amendment; however, said property owner shall not be allowed to acquire or control additional properties in Tri-Par Estates until the owner is able to comply with the restrictions hereinabove set forth. The Board of Trustees is exempt from compliance with the restriction on the number of properties that a property owner is allowed to own or control in Tri-Par Estates.

The effective date of the aforesaid Second Amendment to the Amended and Restated Deed Restrictions shall be the date of recording of this (corrective) Certificate in the Public Records of Sarasota County, Florida, on October 17, 2019. The Aforesaid Second Amendment to the

Amended and Restated Deed Restrictions shall be an additional covenant running with the land and shall be binding upon each of the aforesaid Property Owners in Tri Par Estates Subdivision, Units one through Nine, Inclusive, and their respective heirs, successors, personal representative, grantees and assigns.

“Exhibit A”

5138 Boca Rotan Avenue
1712 Brookfield Terrace
5233 Glen Echo Avenue
5136 Hidden Springs Avenue
5220 Kenwood Avenue
5117 Laurel Valley Avenue
1607 Midlothian Street
1752 Midlothian Street
5228 Oakland Hills Avenue
1675 Old Elm
1600 Olympia Fields Street
1758 Palm Springs Street
1804 Palm Springs Street
1823 Palm Springs Street
1863 Palm Springs Street
5223 Rancho Avenue
4712 Sea Island Avenue
4734 Tri Par Drive
4840 Tri Par Drive
4952 Winged Foot Avenue

_____Nothing Follows_____