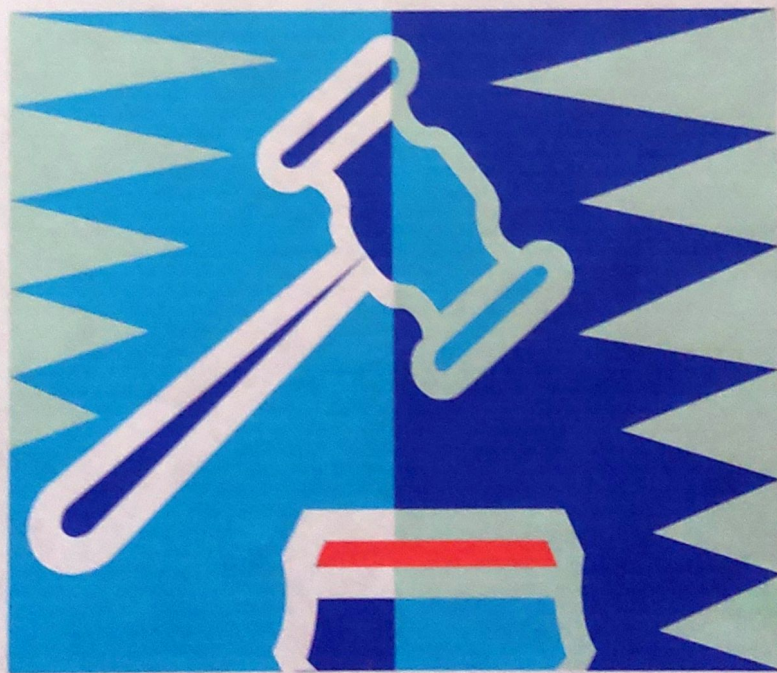


COVENANTS & RESTRICTIONS
BYLAWS
STANDING RULES



AMENDMENT AND RESTATEMENT OF
DECLARATION OF COVENANTS AND RESTRICTIONS
MARIANNA PARK
UNITS ONE AND TWO

WHEREAS, the undersigned are the Owners of all Lots shown on the plat of MARIANNA PARK, UNIT ONE, city of Auburndale, Polk County, Florida, said Lots being numbered 1 through 54, according to the plat thereof recorded in the public records of Polk County, Florida, in Plat Book 63, Page 16 and all Lots shown on the plat of MARIANNA PARK, UNIT TWO, City of Auburndale, Polk County, Florida, said Lots being numbered 1 through 42, according to the plat thereof recorded in the public records of Polk County, Florida in Plat Book 69, Page 20; and

WHEREAS, it is the desire and intention of all the parties hereto to restrict said land according to a common plan as to use and permissible buildings so that all of said lands shall be benefitted and each successive Owner of all or a part of said lands shall be benefitted by the preservation of the value and character of said lands, said covenants and restrictions to run with the title to the aforesaid Lots and to be binding upon present and future Owners.

WHEREAS, a DECLARATION OF COVENANTS AND RESTRICTIONS MARIANNA PARK UNITS ONE AND TWO was previously adopted and recorded at OR Book 05027, Page 1502, and OR Book 1622, Page 1266, and re-recorded at OR Book 1622, Page 1560, and amended at OR Book 1624, Page 1509, OR Book 1927, Page 1096, OR Book 3960, Page 2292, OR Book 4427, Page 2096, and OR Book 4441, Page 1932, in Polk County, Florida; and

WHEREAS, the Lot Owners now desire to ratify, amend and update the above DECLARATIONS in their entirety.

NOW, THEREFORE, for and in consideration of the mutual promises of the parties hereto, each to the others as covenantors and covenantees, and expressly for the benefit of, and to bond, their successors in interest, the said parties restrict the use, as hereinafter provided, of all of the Lots shown on and which are a part of said plats and do hereby place upon said Lots certain covenants and restrictions and agree as follows:

ARTICLE I
DEFINITIONS

SEC. 1: As used herein, the term "Association" shall refer to MARIANNA PARK OWNERS ASSOCIATION, INC., a non-profit Florida corporation, and its successors and assigns.

SEC. 2: The term "Common Areas" shall mean all real property, including improvements thereto, owned by the Association for the common use and enjoyment of the Owners.

SEC. 3: The term "Lot" shall mean any plot of land (including improvements) shown on any recorded Subdivision map or plat of the Association, with the exception of those portions of the plat which are designated Common Areas.

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Marianna Park, Units One and Two

SEC. 4: The term "Household" shall mean and refer to a single family of persons who dwell together on a Lot. "Single family" refers to immediate family members, as parents, children, sisters, brothers, or grandparents, and is limited to no more than four persons in total.

SEC. 5: The term "Maintenance" shall mean the exercise of reasonable care to keep any fencing, gate, landscaping, signs, lighting, recreational facilities, structures, and other related improvements and fixtures in a condition comparable to their original condition, normal wear and tear excepted. Maintenance of landscaping shall further mean the exercise of generally accepted garden-management practices necessary to promote a healthy weed-free environment of optimum plant growth.

SEC. 6: The term "Member" shall be defined as a member of this Association under Article II of this Declaration.

SEC. 7: The term "Mortgage" means a conventional mortgage or deed of trust.

SEC. 8: The term "Mortgagee" means a holder of a conventional mortgage or a beneficiary under or a holder of a deed of trust.

SEC. 9: The term "Non-Owner Resident" shall refer to any person who occupies a Lot by rent or lease, and is not an Owner.

SEC. 10: The term "Owner" shall be defined as the Owners(s) of legal title to a Lot in Marianna Park, Unit One, Plat Book 63, page 16, or Unit Two, Plat Book 69, page 20, in Public Records of Polk County, Florida, by valid deed of record or valid contract from the fee simple Owner, and such Lot Owner's Personal Representative or assignee.

SEC. 11: The term "Property" shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may be brought within the jurisdiction of the Association as hereinafter provided.

ARTICLE II
MEMBERSHIP

SEC. 1: Each and every person(s), estate, corporation, or other entity, upon becoming an Owner of a Lot in MARIANNA PARK shall automatically become a member of the Association. Upon being divested of title to a Lot in MARIANNA PARK, such former Owner shall no longer be a Member of the Association. Membership shall be appurtenant to and may not be separated from ownership of a Lot.

SEC. 2: Each Lot Owner shall be entitled to one (1) vote in the conduct of the affairs of the

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Association. When a Lot is owned by more than one (1) Owner, the collective Owners thereof shall be entitled to one (1) vote only, which vote shall be cast by a Member so designated by the collective Owners. In the event the Owner of a Lot is not a natural person, the entity shall designate a natural person who shall be entitled to occupy the Lot, and who shall cast the vote of the entity at meetings of the membership. Where a person or entity owns more than one (1) Lot, such person or entity shall be entitled to one (1) vote for each Lot owned.

SEC. 3 No fractional votes shall be permitted, regardless of the number of joint or several Owners of record.

ARTICLE III
ASSESSMENTS

SEC. 1: Each Owner of a Lot is hereby deemed to covenant by acceptance of his/her deed for such Lot (whether or not so expressed in the deed) to pay to the Association the annual assessment, and special assessments for capital improvements. Assessments shall be established and collected as hereinafter provided. The annual and special assessments respective to a Lot, together with interest, costs, and reasonable attorneys' fees, shall be a charge on the land and a continuing lien on the Lot in question. Each such assessment, together with interest, costs, and reasonable attorneys' fees, shall also be the personal obligation of the person(s) who owned the Lot at the time the assessment fell due, but such personal obligation shall not pass to the successors in title of such person(s) unless expressly assumed by them.

SEC. 2: The Association shall levy and collect a reasonable annual assessment, and special assessments, against Lot Owners to be used exclusively to promote the health, safety, welfare, and recreation of the residents of the Property, and for improvements, repair, and maintenance of the Common Areas of the Property.

SEC. 3: The assessment year shall run from February 1 of the calendar year through January 31 of the following calendar year. Every Lot Owner shall have the right to pay such annual assessments in monthly payments of one-twelfth (1/12) of the amount of the annual assessment, due on the first day of the month, except that if any such monthly payment is received later than the last business day of the month in which it is due, then the Lot Owner shall be in default and shall then be required to pay immediately the full amount of annual assessment for that assessment year which has not been paid as of the date of default. In addition, if any such monthly payment is not paid by the 15th of the month in which it is due, there shall be imposed on the Lot Owner a late fee, the amount of which shall be determined (uniformly for all Lot Owners) by the Board of Directors. The Board of Directors may waive the late payment fee or default provisions with respect to one or more monthly assessments due from a Lot Owner for good cause shown. If the Board of Directors does waive a late payment or a default, the Board has the right to impose conditions as to the waiver, and such waiver on one occasion will not constitute a waiver as to future late payments that may

subsequently occur.

SEC. 4: The Board of Directors shall fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual Association meeting. A written notice of any change in the assessment shall be sent to every Owner. The annual assessment may be increased each year by not more than 15 percent (15%) above the amount of annual assessment for the previous year, upon a majority vote of the total authorized membership of the Association at a special meeting called for that purpose, or at the annual membership meeting. The annual assessment may be increased each year in excess of fifteen percent (15%) from the previous year by a two-thirds (2/3) majority of the authorized votes at a special meeting called for this purpose, or at the annual membership meeting.

SEC. 5: The same assessment will be levied on all resident, non-resident, and real estate agency-owned Lots. In the event that an Owner purchases more than one Lot, then the Owner will be assessed one annual assessment per lot.

SEC. 6: In addition to the annual assessment, the Association may levy a Special Assessment applicable to that year only, for the purpose of defraying of whole or in part, the cost of any construction, reconstruction, repair, or replacement of a capital improvement upon the Common Areas, including fixtures and personal property related thereto. Any such assessment must have the assent of two-thirds (2/3) of the votes of Members who are voting in person or by proxy and absentee, at a meeting duly called for that purpose.

SEC. 7: Both annual and special assessments must be uniform for all Lots, regardless of size or value of the Lot.

SEC. 8: The annual assessments provided for herein shall commence as to a Lot Owner immediately following the conveyance of said Lot to an Owner. The first annual assessment shall be adjusted according to the number of months remaining in the calendar. Notice of the annual assessment shall be sent to every Owner subject thereto.

SEC. 9: Any assessment not paid within thirty (30) days after the due date shall bear interest from the due date at the rate of ten percent (10%) per year. The Association may bring an action at law against the Owner(s) personally obligated to pay the same, or may foreclose the lien against the property, and the Association shall be entitled to collect all costs and reasonable attorneys' fees incurred in connection with said actions on both the trial and appellate court levels.

SEC. 10: No Owner may waive or otherwise escape liability from the assessments provided for herein by non-use of the Common Area, or abandonment of the Owner's Lot.

SEC. 11: The Board of Directors at its discretion may extend any late payment beyond the

thirty (30) days for extenuating circumstances.

SEC. 12: The Association shall have available to it the right to file a lien for unpaid assessments in addition to all rights and remedies under Florida law to enforce collection of assessments, and such rights and remedies shall be cumulative.

SEC. 13: Any Association lien for the assessments provided for herein shall be subordinate to a lien of any first Mortgage. Sale or transfer of any Lot shall not affect the assessment lien; however, the sale or transfer of any Lot pursuant to Mortgage foreclosure, or any proceeding in lieu of, shall extinguish the assessment lien as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Lot from liability for any assessments thereafter becoming due or from the lien thereof.

ARTICLE IV **PROPERTY RIGHTS**

SEC. 1: Every Owner of a Lot shall participate in the Association and shall have a right of enjoyment in and to the Common Areas, which shall be appurtenant to and shall pass with the title to every Lot, subject to the provisions of this Declaration and of the Association's Bylaws.

SEC. 2: The Board of Directors has the right to make a reasonable charge for an Owner or Non-Owner Resident's use of the Association's recreational facilities.

SEC. 3: The Board of Directors has the right to suspend the right to use of the recreational facilities by an Owner or Non-Owner Resident for the period during which any assessment against the Owner's Lot remains unpaid, and for a period not to exceed sixty (60) days for any infraction of this Declaration or of published Rules and Regulations.

SEC. 4: The Association has the right 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 condition as may be agreed to be the Owners. No such dedication or transfer shall be effective except upon the signed and recorded consent of two-thirds (2/3) of the Lot Owners.

SEC. 5: Any Owner may delegate in accordance with this Declaration or with the Association's Bylaws the right of enjoyment to the Common Area and facilities to family members, or approved tenants/lessees, or contract purchasers who reside on the Property.

SEC. 6: The Board of Directors shall have the right to make and enforce reasonable published Rules and Regulations for the use of the Common Areas and easements, and the personal conduct of the Owners, Non-Owner Residents, and their guests thereon, and to establish penalties for the infraction thereof. In addition, the Board of Directors shall have the right to uphold and

enforce the provisions of Florida Statutes, as applicable to the Association.

SEC. 7: The Association, through its duly authorized employees and contractors, shall have the right, after reasonable notice to the Owner or Non-Owner Resident thereof, to enter any Lot at any reasonable hour on any day to perform such maintenance as may be authorized herein, or for any other lawful purpose.

SEC. 8: There shall be no judicial partition of the Common Areas, nor shall any Owner or any other person acquiring an interest in the Property or any part thereof, seek judicial partition thereof. However, nothing contained herein shall be construed to prevent judicial partition of any Lot owned in co-tenancy.

ARTICLE V **USE RESTRICTIONS**

SEC. 1: Each Lot shall be used as a residence for one Household and for no other purpose. A household shall be limited to four persons or less.

SEC. 2: No business or commercial activity shall be conducted which requires or invites non-residents to come onto the Property.

SEC. 3: No garage sale or similar activity may be conducted on the Property until and unless approved by the Board of Directors, which approval will not be unreasonably withheld.

SEC. 4: No noxious or offensive activity or trade shall be carried on upon any Lot, nor shall any resident permit any nuisance, immoral, or illegal act in and about the Common Areas.

SEC. 5: Owners are responsible for informing their tenants and guests of the requirements of this Declaration and of the Rules and Regulations, and are solely responsible for their conduct.

SEC 6: No children (under 18 years) are permitted in the clubhouse or recreation area within the Subdivision unless accompanied by the Owner or Non-Owner Resident Owner who is a responsible adult.

SEC 7: An Owner shall not permit or suffer anything to be done on his/her Lot which will increase the rate of insurance on the Common Areas, or which will obstruct or interfere with the right of other Lot Owners.

SEC 8: The Owner's use of his/her Lot shall also be restricted pursuant to the age restriction contained in ARTICLE XII of this Declaration.

ARTICLE VI
PET RESTRICTIONS

SEC. 1: No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot or any of the Common Areas.

SEC. 2: A dog, cat, or another common household pet to maximum weight of twenty (20) pounds may be kept and maintained in the individual unit.

SEC. 3: No pets are permitted in the recreation area. All pets must be on a leash or restraint when on a community street or Common Area. Owners are responsible for the pick-up and disposal of pet wastes, and must restrain their pets from urinating on any resident's property.

SEC. 4: The Board of Directors may refuse or revoke approval for any pet based upon such pet's incompatibility with the community. The Board of Directors shall issue a written notice in the case of such incompatibility notifying the Owner (1) to remove the pet within ten (10) days, or (2) to bring the pet into compatibility within ten (10) days.

SEC. 5: Visitors with pets must also abide by the regulations of this ARTICLE VI, and Owners shall be responsible for the actions of such visitors.

ARTICLE VII
ARCHITECTURAL RESTRICTIONS

SEC. 1: No Lot shall be further subdivided in any manner to create a mobile homesite of less than 4,000 square feet, or violate the set-back requirements of the Zoning Code of the City of Auburndale, Florida.

SEC. 2: All mobile homes shall be single story, double wide, at least 40 feet long by 24 feet wide. Entering mobile homes shall be either new, or not older than five years, providing that the latter Owner is the original titleholder, and shall be pre-approved by the Board of Directors.

SEC. 3: No cement block or wooden "Stick Built" buildings shall be permitted to be constructed on any lot.

SEC. 4: No dug foundations (cellar type) under mobile homes shall be permitted on the Lot.

SEC. 5: All mobile homes must have a carport and utility room, and skirting of white Bermuda brick. In surface areas adjacent to the carport, covered patio, covered walkways or other areas under roof, solid white or colored aluminum or vinyl skirting may be used if desired.

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SEC. 6: No walls or fencing of any type will be allowed on the Lots, except to define the perimeter limits of Marianna Park.

SEC. 7: No trees, shrubs, or hedges of any kind shall be permitted to be planted in the drainage or utility easement areas, nor shall tree overgrowth on adjacent Lots be permitted, except with a neighbor's permission.

SEC. 8: The prior written approval of the Board of Directors must be obtained for all home construction, additions to an existing home, or changes in the exterior appearance of a home. All proposals for such construction, additions or changes must include a drawing and list of materials.

ARTICLE VIII
PROPERTY MAINTENANCE

SEC. 1: The easement area of each Lot and all improvements within each Lot shall be maintained continuously by the Owner of the Lot, at his/her sole cost and expense, keeping the same in a condition comparable to the condition of such residence at the time to its initial construction, excepting only normal wear and tear, and except for those costs and expenses for which a public authority or utility company is responsible.

SEC. 2: In the event of the partial or total destruction of any structure placed on a Lot, the Owner(s) of said structure shall within ninety (90) days restore it to its former or improved condition. It shall be the obligation of each Lot Owner to keep and maintain adequate hazard insurance for the purpose of funding such reconstruction. In the event of a general catastrophe, hurricane or tornado, the ninety (90) day limit may be waived.

SEC. 3: In the event an Owner of any Lot in the Properties shall fail to maintain the premises and the improvements situated thereon in a manner satisfactory to the Board of Directors, the Board shall have the right (though it is not required to do so), through its agents, to enter said premises and to repair, maintain, and restore the Lot and improvements erected there. The costs of such maintenance shall be added to and becomes part of the assessment to which such Lot is subject, and shall become a lien against the Lot. The Association may proceed to enforce the collection of such costs in the same manner as a delinquent annual or special assessment.

ARTICLE IX
VEHICLES AND PARKING

SEC. 1: Only conventional passenger automobiles, vans, boats/trailer, and pickup trucks shall be permitted or parked in the driveways/carports of the development, except that non-passenger type conventional vehicles may be permitted during the course of construction or rebuilding of any unit.

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SEC. 2: No parking on lawns is permitted at any time.

SEC. 3: Residents' recreational vehicles may be parked in driveways for the purpose of loading and unloading a maximum of two (2) days at any given time.

SEC. 4: No overnight parking shall be permitted in the roadways. Residents and their guests shall use designated parking areas for all conventional vehicles which cannot be parked in their driveways or carports.

SEC. 5: No overnight parking of trailer trucks, buses, or travel trailers, including motor homes, shall be allowed in the Common Areas of the development, except as provided in SEC. 7 of this ARTICLE.

SEC. 6: Visitors with recreational vehicles may bring them onto the Property for a maximum of one (1) night and may not use them for sleeping or any other living-in or residential activity.

SEC. 7: Recreational vehicles will be allowed to be parked for up to two (2) days in the assigned parking area behind the clubhouse while being cleaned, unless a conflict exists with recreational activities of Members.

SEC. 8: Residents' utility trailers, tent-type trailers, pickup campers, travel trailers, and motor homes, shall be stored in the utility and storage area assigned for this purpose.

SEC. 9: A boat/trailer combination may be stored in a carport/driveway during the owner's extended absence (summer vacation, etc.).

SEC. 10 The utility and storage area in Marianna Park has limited space and one space cannot be assigned to each and every Lot Owner. No Owner shall be assigned two (2) spaces, unless any and all Owners desiring a space are first satisfied. The Board of Directors shall administer these spaces and spaces shall be assigned by the Board of Directors on an availability basis. In the event of any violation, the Board may remove items placed in the space or otherwise correct the violation at the expense of the Owner.

SEC. 11: The speed limit in the park shall be twenty (20) miles per hour.

ARTICLE X
ADVERTISING, SELLING, LEASING

SEC. 1: Outside commercial door-to-door solicitation within the community is not permitted. Canvassing or soliciting by an Owner(s) or resident(s) for the purpose of community

concerns is permitted.

SEC. 2: An Owner shall enter into a contract to lease or sell his/her Lot only with the prior express written approval of the Board of Directors of Association, which shall not be unreasonably withheld. An Owner must provide to the Board a fully completed information form (available from the Board) regarding the prospective tenant or purchaser prior to entering into any lease or contract for sale. The Board will supply a written response within three (3) working days of receiving the properly completed form.

SEC. 3: An Owner who enters into a lease or contract for sale of a Lot without first obtaining the approval of the Board of Directors shall indemnify and hold harmless the Association and all its Officers and Directors from any and all liabilities, attorneys' fees, costs, expenses and damages whatsoever which they may incur in the event any prospective tenant or purchaser is declined, and brings action against the Association.

 **SEC. 4:** The Board of Directors has the right to deny approval for any short-term rent/lease of any Lot in Marianna Park. Short term shall mean any consecutive period less than one (1) year. In the event that a Lot is being aggressively advertised for sale, the Board of Directors may waive the provisions of this section.

SEC. 5: An Owner or his agent who sells or leases his/her Lot, will provide the prospective purchaser or lessee prior to occupancy a copy of the Covenants and Restrictions, the Bylaws, and the Rules and Regulations of the Association.

SEC. 6: Only one (1) "For Sale" sign may be displayed at each Lot. The sign and its location must be comparable to, and no larger than, professional corporate real estate signs. After a Lot has been sold, any "For Sale" signs must be promptly removed.

SEC. 7: No signs of any kind (including but not limited to commercial, political and similar signs) shall be displayed in public view on any Lot or in the Common Areas, except for "For Sale" signs permitted under SEC. 6 of this ARTICLE.

ARTICLE XI HOMESITE STANDARDS

SEC. 1: Outside clothes drying is permitted, providing that a collapsible umbrella type clothes pole is used, and installed at the rear of property. Laundry shall not be displayed, or clothes hung, on the porches or carports of any dwelling.

SEC. 2: All trash containers must be stored out of sight: Garbage is to be placed in plastic bags or appropriate containers and set at curbside on pickup days. Containers are to be promptly

removed after pickup.

SEC. 3: All lawn care equipment, uncovered barbecue grills, tools, and other utility items must be stored out of sight when not in use.

SEC. 4: Excessive use of soaps and detergents in washing vehicles, boats, and other articles is not permitted because of potential harm to adjacent lawns or runoff into nearby canals.

SEC. 5: Any exterior lighting installed on any dwelling or close to a dwelling shall either be indirect or of such controlled focus and intensity as not to disturb the residents nearby.

SEC. 6: All exterior television and radio antennae and satellite dishes shall be of a type approved by the Board of Directors.

SEC. 7: Radios, televisions sets, CD and tape players, musical instruments or the like, shall be played softly at all times and in a manner that does not unreasonably disturb other residents. Loud parties, meetings, or unruly congregations are not permitted on the Property. Loud burglar alarms shall be controlled at all times, except when an actual burglary is taking place.

SEC. 8: Noise from mowing or trimming of lawns, tree trimming, exterminating, spraying services, spray painting services and the like, shall be confined to daylight hours of 8:00 a.m. to Dusk, and not permitted on Sundays except in an emergency.

ARTICLE XII **AGE RESTRICTIONS**

SEC. 1: Marianna Park is primarily a retirement community, and is intended to attract adults of retirement age.

SEC. 2: It is the Association's intention to conform to certain rules published by HUD (a Federal Agency), relative to an amendment to the Civil Rights Act, effective 3/12/89. Therefore, the Board of Directors shall confirm the following:

(A) An occupying Owner/renter shall meet one of the following alternative requirements:

- (1) All occupants must be 62 years of age or older; or
- (2) At least eighty percent (80%) of the units must be Owner/renter occupied by at least one person 55 years of age or older.

(B) Children under age of eighteen (18) years of age shall not be permitted to reside in Marianna Park for any period exceeding thirty (30) days in each calendar year. In the event a child or children shall be born to a resident of a unit, and residing therein, the age limit set herein, shall

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be waived for a period not to exceed six (6) months from birth. In addition, each Lot shall be used exclusively as a single family home site.

SEC. 3: The Board of Directors will publish and adhere to policies and procedures which demonstrate intent to provide housing for persons 55 years of age and older.

ARTICLE XIII
GENERAL PROVISIONS

SEC. 1: The Association or any Owner shall have the right to enforce by any proceeding at law or in equity, all restrictions, conditions, covenants, liens and charges now or hereafter imposed by this Declaration, against any person(s) violating any such covenant or restriction. The Association shall be entitled to collect all costs and reasonable attorneys' fees incurred in connection with enforcement of the provisions of this Declaration on both the trial and appellate court levels

SEC. 2: 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.

SEC. 3: Invalidation of any of these covenants and restrictions by judgment or court order, shall in no way effect any other provisions which shall remain in full force and effect.

SEC. 4: The Association may include in any contract or deed hereafter made any additional covenants and restrictions that are not inconsistent with, and which do not lower the standard of, the covenants and restrictions set forth herein.

SEC. 5: This Declaration may be amended at any time hereafter by a seventy five (75%) vote of all the Owners of the Lots comprising Marianna Park. Such vote shall be by written consent or by recorded ballot and may take place at the Annual meeting or at any special meeting called for that purpose.

SEC. 6: The President and Secretary of the Association shall execute this restated and amended Declaration, which officers shall certify that such amendments were approved by the required majority of Owners.

SEC. 7: In the event the Association contemplates or is in the process of dissolution, merger, or consolidation, the Association may transfer and assign to such person, firm, or corporation as it shall select, any and all rights, powers, privileges and authorities given the Association by any part or paragraph hereof. In the event that at any succeeding time there shall be no person, firm, or corporation entitled to exercise the rights, powers, privileges, and authorities given said Association under the provisions hereof, such rights, powers, privileges, and authorities shall be vested in and exercised by a committee to be elected or appointed by Owners of a majority of the Lots of said