

SIXTH AMENDMENTS TO DECLARATION OF RESTRICTIONS

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SIXTH AMENDMENTS TO DECLARATION OF RESTRICTIONS

The following described property located in Polk County, Florida, is known as VILLAGE PARK, a subdivision, particularly described as follows and hereinafter sometimes referred to as "the Property".

THE NORTH 800 Feet of the SW ¼ of the SE ¼ of SECTION 2,
TOWNSHIP 29 South, RANGE 25 East, Polk County, Florida, LESS
AND EXCEPT the WEST 40 Feet thereof for road right-of-way.

The following Declaration of Restrictions covering the above described real Property, specifies that this Declaration shall constitute a covenant running with the land and that this Declaration shall be binding upon all persons purchasing or holding title to the above real Property. These restrictions during their lifetime, shall be for the benefit of, and a limitation upon, all present and future Owners of the real Property.

ARTICLE I DEFINITIONS

SECTION 1. "Association", "Corporation", or "Subdivision" shall mean VILLAGE PARK ASSOCIATION, INC., a Florida non-profit corporation, its successors and assigns.

SECTION 2. "Owner" or "Declarant" designates the purchaser of or holder of title, of the Lot, Land and Improvements, their grantee, heirs, executors, administrators, agents, lessees, representatives, successors or assigns.

SECTION 3. "Properties" shall mean and refer to that certain real Property herein before described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

SECTION 4. "Common Area" shall mean all real Property (including the improvements thereto) owned by the Association for the common use and enjoyment of the Owners.

SECTION 5. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Properties with the exception of the Common Area, including improvements.

ARTICLE II PROPERTY RIGHTS

1. Owner's Easements of Enjoyment. Every Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot subject to the following provisions:

(a) The right of the Association to charge reasonable admission and other fees for the use by Owners of any recreational facility situated upon the Common Area;

(b) The rights of the Association to suspend the voting rights and right to use the recreational facilities or Common Areas by an Owner for any period during which any assessment against his Lot remains unpaid; and for a period not to exceed 60 days for an infraction of its published rules and regulations;

(c) The right of the Association, through its Board of Directors, to enact rules and regulations concerning the use of the Common Areas, the Association, the use of Lots within the community and such other issues as may be deemed appropriate by the Board of Directors; and

(d) 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 as subject to such conditions as may be agreed to by the Members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds (2/3) of the Members has been recorded.

2. Delegation of Use. Any Owner may delegate, in accordance with this Declaration or with the By-laws, his right of enjoyment to the Common Area and facilities to the members of his family, his tenants, or contract purchasers who reside on the Property.

ARTICLE III **MEMBERSHIP AND VOTING RIGHTS**

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

2. Members must be Lot Owners and shall be entitled to one vote for each Lot. When more than one person holds an interest in any Lot, all such persons shall be Members. The vote for such lots shall be exercised as they determine, but in no event shall more than one vote per Lot be cast with respect to any Lot.

ARTICLE IV **COVENANT FOR MAINTENANCE ASSESSMENTS**

1. Creation of the Lien and Personal Obligation of Assessments. The Declarant for each Lot owned within the Properties, hereby covenants, and each Owner of any Lot by acceptance of a deed thereof, whether or not it shall be so expressed in such deed, is deemed to covenant and agrees to pay the following (collectively "Assessments"):

(a) Annual assessments or charges;

(b) Special assessments for capital improvements, such assessments to be established and collected as hereinafter provided; and

(c) Individual Lot Assessments.

All assessments, together with interest, late fees, costs and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the Property against which each such assessment is made. Each Assessment, together with interest, late fees, costs and reasonable attorney's fee, shall also be the personal obligations of the Owner. The obligations of successors in title for Assessments, including interest, late fees, costs and reasonable attorney's fees, shall be as set forth in Chapter 720, Florida Statutes.

2. Purpose of Assessments. The assessment levied by the Association shall be used exclusively to promote the recreation, health, safety and welfare of the residents in the Properties, for the improvement and maintenance of the Common Area, including maintenance of roadways and drainage's serving the Properties, if ever required, and the administration and enforcement of the Declaration, as amended, from time to time.

3. Increase in Assessment. From and after January 1, of the year immediately following the conveyance of any Lot to an Owner, the maximum annual assessment may be increased each year not more than 10% above the maximum assessment for the previous year without a vote of the membership. The increase requiring a vote shall not include increases in expenses necessitated by increased expenses to the Corporation for taxes, insurance and utilities.

(a) From and after January 1, of the year immediately following the conveyance of any Lot to an Owner, the maximum annual assessments may be increased above 10% by a vote of two thirds (2/3) of the members who are voting in person or by proxy, at a meeting duly called for this purpose.

(b) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.

4. Special Assessments for Capital Improvements. In addition to the annual assessments authorized above, the Corporation may levy, in an assessment year, a special assessment applicable to that year only, for the purpose of defraying, in whole or in part, emergency or unanticipated expenses and the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto, provided that any such assessments shall have the assent of two-thirds (2/3) of the votes of members who are voting in person or by proxy at a meeting duly called for this purpose.

5. Notice of Quorum for any Action Under Section 3 and 4. Written notice of any meeting called for the purpose of taking any action authorized under Sections 3(a) or 4 shall be sent to all members not less than 30 days and not more than 60 days in advance of the meeting. At the first meeting called, the presence of members or of proxies entitled to cast sixty percent (60%) of all the votes of the members shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirements, and the required quorum at the subsequent meeting shall be one-half (½) of the required quorum at the preceding meeting.

6. Uniform Rate of Assessment. Both annual and specific assessments must be fixed at a uniform rate for all Lots and may be collected on a monthly basis.

7. Date Commencement of Annual Assessment: Due Dates: The Annual assessments provided for herein shall commence as to all Lots on the first day of the month following the conveyance of any Lot to an Owner. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against Lots at least thirty (30) days in advance of each annual assessment period. Written notice of annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Corporation setting forth whether the assessments on a specified Lot have been paid. A properly executed certificate of the Association as to the status of assessments on a Lot is binding upon the Association as of the date of its issuance.

8. Effect of Nonpayment of Assessments: Remedies of the Association: Any assessment not timely paid shall bear an interest from the due date at the rate of eighteen percent (18%) per annum and be subject to a late fee as determined by the Board of Directors. The Association may bring action at law against the Owner personally obligated to pay the same, or foreclose the lien against the Property. No Owner may waive or otherwise escape liability for the Assessments provided for herein by non-use of the Common Area or abandonment of his Lot. The Board of Directors at their discretion may extend the deadline to pay Assessments beyond the original deadline for extenuating circumstances.

9. Subordination of the Lien to Mortgages. The Lien of the Assessments provided for herein shall be subordinate to the lien of any first mortgage. The 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 thereof, shall extinguish the real property lien of such Assessments as to Assessments which became due prior to such sale or transfer. No such sale or transfer shall relieve such Lot from liability for any Assessments thereafter becoming due or from the lien thereof or from the prior and current owner's of their personal obligation to pay past due Assessments, including interest, late fees, costs and attorney's fees.

10. Individual Lot Assessments. The Association may levy at any time an Individual Lot Assessment against a particular Lot for the purpose of defraying, in whole or in part, the cost of any special services to that Lot or any other charges or fines designated in the Declaration as an Individual Lot Assessment. An Individual Lot Assessment may be levied on account of any legal expenses and costs incurred by the Association in enforcing this Declaration.

ARTICLE V
ARCHITECTURAL CONTROL

No building, fence, wall or other structure or improvement of any kind shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same shall have been submitted to and approved in writing as to harmony of external design and location on relation to surrounding structures and topography by the Board of Directors of the Association, or by an architectural committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plan and specifications have been submitted to it, approval will not be required and this article will be deemed to have been fully complied with. Notwithstanding anything to the contrary contained herein, no structural change on any existing improvement shall be permitted which would result in an encroachment into the adjacent airspace of any Lot.

ARTICLE VI
GENERAL PROVISIONS

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

In the event the Association brings an action against an Owner to enforce any provision of this Declaration, and prevails, it shall be entitled to recover its costs and a reasonable attorney's fee incurred to it for the services of its attorney incurred incidental to the bringing of that action.

2. Severability invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

3. Amendments. The covenant and restrictions of this Declaration shall run with and bind the land, for a term of twenty (20) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive periods of ten (10) years. This Declaration of Restrictions may be modified, amended or added to, or a portion repealed, at anytime by the Corporation. Additionally, this Declaration may be amended during the first twenty (20) year period by an instrument signed by not less than seventy – five percent (75%) of the Lot Owners, and thereafter by an instrument signed by not less than sixty percent (60%) of the Lot Owners. Any amendment must be recorded.

4. Fines. The Board of Directors may, among other things and as provided by law, impose as an Individual Lot Assessment a fine for each day that a violation of this Declaration remains uncured. No fine may be imposed without

fourteen (14) days notice to the person sought to be fined and an opportunity for a hearing as provided by law. The Board may adopt reasonable rules and regulations relating to the procedure for imposing fines. No fine for any single violation of this Declaration shall exceed \$1,500.

ARTICLE VII **RESTRICTIONS**

The following restrictions shall apply to VILLAGE PARK:

- 1.** Household pets hereinafter defined as dogs and cats, birds and fish. Pets are to be limited to not more than a total of two with a weight limit of not more than 30 pounds each. Birds and fish are excluded from the weight and total limit. No pets are permitted in the recreation areas or buildings or upon any pool, beach or shuffleboard areas. Owners are responsible for the pickup and disposal of pet waste on streets, Common Areas or neighbors' home sites. Breeding or the housing of domestic animals or fowl for commercial purpose is prohibited. Permission to keep a pet may be revoked by the Association if complaints are received by the Association in respect to barking, odor or other unacceptable behavior on the part of the pet and such actions are not corrected upon notification to the pet owner. Owners shall be liable and shall defend, indemnify and hold the Association harmless for all personal injury or Property damage caused by their pets. Owners shall, in addition comply with all provisions and any municipal code and the laws of the State of Florida with respect to dogs and other pets.
- 2.** An Owner shall not use or permit the use of his dwelling for any purposes other than as a single family residence and maintain his dwelling in a clean and sanitary manner.
- 3.** An Owner shall not permit or allow anything to be done or kept in his dwelling which will increase the insurance rates on his dwelling, or which will obstruct the rights or interfere with the rights of other members or annoy them by unreasonable noises or otherwise; nor shall a member commit or permit any nuisance, immoral or illegal act in his dwelling.
- 4.** Every Owner shall conform to and abide by the By-laws and uniform regulations in regard to the use of the dwelling and VILLAGE PARK ASSOCIATION which may be adopted in writing from time to time by the Board of Directors of the Association and to see that all persons using the Owner's Property, by, through or under him, do likewise.
- 5.** An Owner shall not show any signs, advertisements or notices of any type on his property except one (1) "For Sale" sign not to exceed 25" X 19", and there shall not be any "For Sale" signs in any form or size placed inside or outside the windows of the dwelling or attached to the curtains or blinds or any other part of the dwelling inside or outside.

6. Parking shall be limited to passenger automobiles, pickup trucks, vans, station wagons, motorcycles, mopeds, riding lawn mowers, golf carts and bicycles. None of the above, including trucks, trailers, boats, campers, old automobiles, dune buggies, motor homes, or similar vehicles shall be stored on any of the streets or lawns. Boats, motor homes and trailers may only be stored on such Lots having carports, and must be in those carports. Passenger type vehicles may also be parked in the driveway of the dwellings. No motor vehicles shall be disassembled, assembled or component parts removed on the Property.

7. An Owner shall not allow or permit to display laundry or clothing on the porches of the dwelling or anywhere within the said Property which would be visible from the street. Clothes lines may be of the umbrella type used in the back of the dwellings, or a type approved by the Association.

8. The Association shall provide maintenance for the trees, shrubs, grass and walks located within the Common Areas. Each Owner shall, at all times, keep and maintain his building improvements, yard, landscaping and parcel in good condition and repair and in a neat and attractive condition.

(a) In the event that the need for maintenance or repair of a Lot or the improvements thereon is caused through the willful or negligent acts of its Owner, or through the willful or negligent acts of the family, guest or invites of the Owner of the Lot needing such maintenance or repair, the cost of such exterior maintenance shall be added to and become part of the assessment to which such Lot is subject.

(b) 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 of Directors, after approval by two-thirds (2/3) vote of the Board of Directors, shall have the right, through its agents and employees, to enter upon said parcel and to repair, maintain, and restore the Lot and the exterior of the building and any other improvements erected thereon. The cost of such exterior maintenance shall be added to and become part of the assessment to which such Lot is subject. The above is subject to the laws of the State of Florida.

9. Any exterior lighting installed on any dwelling shall either be indirect or of such controlled focus and intensity as not to disturb the residents of the adjacent dwellings.

10. No fences or other structures shall be erected without the written approval of the Association. Notwithstanding, anything to the contrary contained herein, only four foot (4') high chain link fences shall be permitted in the rear and side yards of a Lot; provided, however, that the Association may at its sole discretion, erect a fence six feet (6') high, around the perimeter of the Property and that fence may constitute a portion of the rear yard fencing for some Lots within the Properties. No fences shall be allowed on the front yard of a Lot.

11. Rentals:

No Lot within the HOA may be leased at any given time to a Third Party. Any Owner engaged in leasing or subleasing activities as of the date of the Amendment (December 3, 2016) shall be allowed to continue leasing or subleasing activities until said Lot is sold or conveyed to a Third Party. Any Lot Owner engaged in leasing or subleasing activity must, upon the sale or conveyance of said Lot, notify any potential buyer or person taking title that no Lot within the HOA may be leased at any given time to a Third Party. For the purposes of this provision, "Third Party" shall be defined as any person who is not an Owner as that term is defined in the Declaration.

Owners shall submit a "tenant registration form" to the Board of Directors for each existing tenant/lease, in a form prepared for the HOA by the Board of Directors, no less than ten (10) days prior to executing or extending a lease. Pertaining to existing rentals or subleasing Properties, no Property can be leased or rented to families having children under eighteen (18) years of age.

All rented or leased Properties shall be occupied by at least one member of the household who is fifty-five (55) years or older.

Additionally, if an Owner fails to provide the "tenant registration form" to the Board of Directors as outlined above, the Board of Directors may impose reasonable monetary penalties as determined by the Board. This rental restriction takes precedence over any inconsistent language in the Articles or By-laws or Rules of the HOA.

Owners may apply for a hearing before the Board of Directors for temporary or special variance in case of hardship. Permission to lease will be granted at the sole discretion of the Board of Directors.

12. Only those items permitted to be stored by Article VII, Paragraph 6, shall be stored in the carport located on each Lot. The parking of commercial vehicles is prohibited.

13. No boats shall be kept or used in the lake located on the Properties, except incidental to the Associations maintenance of the lake, it's beaches and Common Area.

14. No boats or other motorcraft may be permanently moored or stored on any of the Common Areas other than in the RV and utility parking area.

15. All skirting for the dwelling shall be constructed of split brick as established by the Association, and as approved of by the Architectural Committee.

16. All roofs of the dwelling shall be of shingle construction. However, aluminum roofing may be used for permitted screen enclosures, carports and storage sheds. Exceptions to this rule may be made by a vote of the majority of the Board.

17. All exterior television and radio antennas shall be of a type approved by the Board of Directors.

18. An Owner shall cause only a mobile or modular home to be placed, or constructed, on that Owner's Lot, with all sewage, water and utility hookups.

19. Each home must be a double or triple wide unit. No Lot shall be improved or its appearance altered except as provided for in Article V. It is the responsibility of the Lot Owner to obtain any building or other permits required by the County Building Department and any other applicable Government Agency prior to commencing construction on any approved alterations.

20. No alteration to, or changes in the exterior appearance of, the mobile home of any Lot Owner, including but not limited to, the addition of rooms, porches, window air conditioners, cabanas or enclosures, shall be permitted except with the prior approval as required under Article V.

21. No Owner may irrigate or water a Lot using water from the lake located on the Properties.

22. All items stored outside the mobile homes are to be stored underneath the home and hidden from view by skirting, or placed in the utility shed. The storage of boxes, bottles, cans, miscellaneous equipment or trash is not permitted around the mobile home or on the Lot.

23. Motorcycles, and mopeds shall be operated only for transportation. When operated within the Park they must be used in a manner that does not disturb residents. Dirt bikes are not permitted within the Park.

24. Owners are responsible for informing their guests of rules and regulations and are solely responsible for the conduct of their guests. No children are permitted in any recreational area, swimming pool, Common Area or other facility within the Subdivision unless accompanied by the Owner or a responsible adult.

25. Garbage and trash must be stored in bins provided by Polk county trash collectors and solid plastic containers with lids. Owners shall be advised by the Association as to the time and procedure of trash pickup schedules.

26. HOUSING FOR OLDER PERSONS.

(a) The Association is intended to and shall be operated for the purpose of providing housing for older persons pursuant to and in compliance with federal, state and local law. The term "older person" means persons fifty-five years of age or older.

(b) At least one person aged fifty-five years or older shall occupy each Lot within the Properties.

(c) At no time shall less than eighty percent (80%) of all occupied Lots within the Properties be occupied by at least one person aged fifty-five years or older.

(d) The Association, through its Board of Directors, shall publish and enforce rules, procedures and regulations that effectuate this Article, comply with applicable law and demonstrate the Association's intent to operate as a community for persons fifty-five years of age and older.

(e) The Association shall, at least once every two years, conduct a survey of the community to verify that the provisions of this Article are adhered to and complied with. All Owners are required, upon request by the Association, to:

- (1) Provide to the Association copies of driver's licenses or other government issued identification for all occupants of a Lot which shall include the birth date of each occupant.
- (2) Execute and deliver to the Association a certificate that at least one person aged fifty-five years or older occupies the Lot; and
- (3) Provide to the Association such other certifications, information or documentation as is deemed necessary by the Association, through its Board of Directors, to ensure compliance with this Article.

(f) Prior to the lease, conveyance or transfer of title to or the right to occupy any lot, the Owner and the proposed new Owner, occupant, lessee or transferee shall each certify in writing to the Association that the Lot will be occupied by at least one person fifty-five years or older. No lease, conveyance or transfer of title to or the right to occupy any lot may be affected; carried out or otherwise accomplished in contravention of this Article and the Association shall have the authority to apply for an injunction prohibiting the lease, conveyance or transfer of title to or the right to occupy any lot if the lease, conveyance or transfer would violate this Article.

(g) If title to a lot, due to the death of an Owner and via inheritance, is transferred to a person under fifty-five years of age, the new owner may occupy the Lot only if in doing so would not cause less than eighty percent (80%) of all occupied lots within the Properties to be occupied by at least one person aged fifty-five years or older.

(h) No person under the age of eighteen (18) shall reside on or occupy a lot in the Properties. However, persons under the age of eighteen (18) may visit as guests and stay with an Owner overnight, but never for more than sixty (60) days in any calendar year.

(i) As with the other provisions in this Declaration, the Association shall be entitled to enforce the provisions of the Article via proceedings at law or in equity, including without limitation via application for injunctive relief, and the prevailing party in any such proceeding shall be entitled to recover from the other party all costs and reasonable attorney fees that were incurred therein.

27. Rules posted at the swimming pool and other Common or recreational areas must be observed at all times and will be strictly enforced. The recreation facilities are provided by Owner's as members and their guests on "Use at your own risk", basis. Use of the facilitates is subject to restrictions and revocation, or either of them, and the Association reserves the right to revoke the privilege to use such facilitates to any Owner or his family who abuses or misuses the facilitates or who violates posted rules.

28. Radios, televisions, record/tape players, musical instruments, or the like, shall be played softly at all times and in a manner that does not unreasonably disturb another Owner. Loud parties, meetings or other congregations are not permitted in the Subdivision. Between the hours of 10:00 pm and 8:00 am, is designated as quiet time. The loud operation of the above and lawn maintenance equipment is not permitted. Yelling, screaming or the use of profanity outside or inside the mobile home, if audible outside the home, is not permitted.

29. Peddling and soliciting are not allowed in the Subdivision without prior written consent of the Association.

30. Legitimate complaints concerning infractions of these rules should be reported to the Board of Directors in writing, and signed by the complaining party. No telephone calls or verbal complaints will be considered.

ARTICLE VIII
STORAGE AREA

Notwithstanding anything herein to the contrary, Lot 60 may be designated and used for parking and storage of Recreational vehicles (RV's), boats and boat trailers, trailers, campers, motor homes and lawn maintenance equipment owned by an Owner. Lot 60 may be fenced or otherwise enclosed to provide security for the items stored. This provision shall control any portion of the Declaration of Restrictions which is in conflict herewith. The restrictions set forth in Article VII of the Declaration of Restrictions shall not apply to Lot 60 so long as it is used for parking and storage as specified above.