

DECLARATION OF COVENANTS AND RESTRICTIONS
FOR LAKE MARIAN SHORES

*COVERS HOW THE
COMMUNITY WORKS,
PROPERTY MGT.*

*PERPETUAL DOCUMENT
RENEWES EVERY 10 YEARS
AUTOMATICALLY.
NEXT RENEWAL FEB 9, 2018*

This Declaration made this 8th day of February, 1988,
by Patten Corporation Gulf-Atlantic, a Delaware corporation,
hereinafter referred to as Developer, WITNESSETH:

WHEREAS, Developer is the owner of certain real property
known as Lake Marian Shores, according to the plat thereof
as filed and recorded in Plat Book 2, Page 35, of the
public records of Osceola County, Florida, and;

WHEREAS, Developer desires to create on the property a
residential community of single family mobile home residences
and;

WHEREAS, Developer desires to provide for the preservation
of the values and entities in said community and for the
maintenance of such other common facilities as may be
specifically designated on the plat of the property and to this
end desires to subject the property to the covenants,
restrictions, easements, charges and liens hereinafter Set
forth, each and all of which is and are for the benefit of the
property and each owner thereof and,

WHEREAS, Developer has deemed it desirable for the
efficient preservation of the values and entities in said
community to create an agency to which should be delegated and
assigned the powers of maintaining and administrating the
community properties and facilities, administrating and
enforcing these covenants and restrictions, collecting and
disbursing the assessments and charges hereinafter created and;

WHEREAS, Developer shall incorporate a Homeowners
Association (as a non-profit corporation) under the laws of the
state of Florida for the purpose of exercising and administrating
the functions hereinbefore described.

NOW THEREFORE, the Developer declares that the property is
and shall be held transferred, sold, conveyed and occupied
subject to the covenants, restrictions, easements, charges and
liens (sometimes referred to as "covenants and restrictions") as
hereinafter set forth.

GENERAL CONDITIONS

1. All restrictive covenants, listed and/or contained
herein are subject, in all instances, to compliance with State of,
Florida and County of Osceola health ordinances, restrictions and
regulations, zoning regulations or other established pertinent
restrictions, and in particular when the said state and county
requirements exceed the requirements of the restrictions contained
herein,

2. These restrictive covenants, easements, reservations
and requirements shall run with and bind the land for a term of
twenty (20) years from the date this instrument is recorded after
which they will automatically extend for successive periods of ten
(10) years unless 75% of eligible property owners on the day
the vote is taken, at the end of twenty years, or at the end of

each successive ten (10) year period thereafter decide differently. Said owners agree to change said covenants in whole or in part for the best interest of the subdivision, at which time the modifications to said covenants shall be evidenced by the recording in the office of the Clerk of the Circuit Court of Osceola County, Florida, of Amendment to Deed of Restriction setting forth such amendments. As any time prior to the end of twenty years from the date this instrument is recorded, and with the necessity of obtaining consent of any prior grantees of lands in Lake Marian Shores sold by Developer, Patten Corporation reserves the exclusive right to amend this Declaration of Restrictions as they may affect any lands then remaining owned by said developer, in fee simple, or to remove said lands completely from the effect thereof, subject only to the requirements of Paragraphs 5 and 6 below.

3. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any covenant either to restrain violations or to recover damages, or both. The party bringing the action or suit shall be entitled to recover, in addition to cost and disbursements allowed by law, such sums as the Court may adjudge to be reasonable for the service of his attorney.

4. These covenants and restrictions are severable and the invalidation or unenforceability of any provision or provisions contained in this Declaration, by judgment or Court order, shall not affect or modify any of the other provisions contained in said Declaration which shall remain in full force and effect and each covenant shall be independent to such extent.

5. Developer reserves the right to file subsequent Declaration of Restrictions regulating the use to which the various lots in said subdivision can be put and establishing zones and designating lots.

6. The Developer, its successors, assignees, or duly authorized agent or agents, by recorded instrument, reserves the right, from time to time, to subsequently amend, alter or change

these covenants and restrictions, and use restrictions subsequently filed, by filing amendment thereto among the public records of Osceola County, Florida, as more particularly set forth in Paragraph 2 above. Such right of amendment shall not be inconsistent with the requirements of the Osceola County Planning Commission and the Board of County Commissioners of Osceola County.

7. It is an additional covenant and condition to the ownership of lands in Lake Marian Shores as now platted, and as to lands in subsequent plats of annexed lands thereof, that Developer shall exclusively in its own right at any time in the future, pursuant to the rights herein reserved, create a Homeowner's Association, hereinafter called Association, which shall affect all properties in said Lake Marian Shores and to which provisions all future property owners agree to be bound, for themselves and as a charge and duty of each said property owned, or to be owned by them, Which provisions shall become effective immediately upon the happening of the recordation by Developer or its assignee, of the Charter or Articles of Incorporation and Bylaws of such Association, all among the public records of Osceola County, Florida. Developer reserves such exclusive right, for itself and its assignee, to impose the effect of such Homeowner's Association on all the lots of Lake Marian Shores, whether owned by or previously conveyed by Developer until the last twenty years past, by recording such documents, as aforesaid.

8. The said Association shall have the right to own and take title to areas not previously dedicated and accepted by the public such as roads, streets and other ways, greenways, drainage ways, retardation areas, recreational areas and the facilities on it, open space and the like, and to designate improvements to be constructed on any of said lands which it may own at such time, or subsequently acquire. It shall have the right to assess the costs of such improvements to the owners of all lots in Lake Marian Shores and subsequent annexations thereto. Such rights of assessment shall include charges for maintenance of such improve-

ments. All assessments shall be fairly apportioned over all the lots in the subdivision and such assessments shall be paid by the lot owners in convenient installments as the Association may direct. If such assessments be not promptly paid, they shall be secured by the charge of a lien on the lot or lots of each owner who shall have become delinquent, which if not paid may be foreclosed after 90 days, after same is outstanding, in the same manner as provided under Florida law for the foreclosure of mortgages.

9. Until Developer Shall file said Charter of Articles of Association among the public records of Osceola County, Florida, thereby making Same effective, Developer shall have the right at any time to charge the owners of all lots previously sold, and of lots sold thereafter, a reasonable maintenance fee, fairly and equitably prorated among all Lake Marian Shores lot owners for maintaining community improvements. The Developer or its assigns shall have the right at any time to increase such charges by a reasonable amount to be determined in its sole discretion based on current costs and expenses. The above payment shall be due and payable to the Developer or its assigns in advance on or before the first day of each month.

10. The Developer may form or cause to be formed one or several general or special improvement or service districts for the purpose of providing for the construction of street lighting, fire districts, pedestrian ways, common parking areas, and for the care and maintenance of common open spaces, parks, greenways, drainage ways, pedestrian ways and beautification. These districts shall arrange for and defray costs of said care and maintenance by equitable assessment on tract holders. Such districts may cease to exist if at any time any municipality, County, or other public body or improvement district shall assume said care and maintenance.

11. At such time as a deed is delivered to the purchaser of a tract, it shall be mandatory for such purchaser to join the Association, if such association has previously been created by Grantor for such purpose. The jurisdictional boundaries of the

Association shall be determined by the compulsory building areas; these areas can encompass a block, neighborhood, village, or the entire development; as these areas expand, the Association will expand to encompass them. The Boundaries may also include any other areas in Lake Marian Shores or annexations thereto specifically designated by Developer.

12. Developer may elect to cease collection of such maintenance fee, or to assign such fee as it deems appropriate, upon the formation of the Association or incorporation of a legal and representative community with democratically elected officials drawn from the community at large and elected by a majority of lot owners of this subdivision.

13. The laws of the state of Florida And County of Osceola as well as the rules and regulations of their administrative agencies now or hereafter in effect with regard to sewage disposal, water supply and sanitation are hereby incorporated herein and made a part hereof.

UNIFORM GENERAL REQUIREMENTS

1. The laws and ordinances of the State of Florida and County of Osceola as well as the rules and regulations of their administrative agencies now or hereafter in effect are hereby incorporated and made a part hereof.

2. Easements and rights-of-way are hereby expressly reserved for the creation, construction and maintenance of utilities, such as gas, water, telephone, telegraph, electricity, storm drains, public or quasi-public, as well as for side walks, as well as for any public or quasi-public utility or function deemed necessary and/or expedient for the public health and welfare. Such easements and rights-of-way shall be confined to the rear ten (10) feet of every lot and seven and one-half (7½) feet along the side of every building plot, and ten (10) feet along every street of the development. Within these easements, no structure, planting or other material shall be placed or permitted to remain that may damage or interfere with the installation and maintenance of utilities, change the direction of flow,

or obstruct or retard the flow of water through drainage channels in the easements. The easement area of each lot and all improvements in it shall be maintained continuously by the owner of the lot, except for those improvements for which a public authority or utility company is responsible. In addition to the above, there shall be an additional temporary construction easement abutting the exterior sides of each easement herein granted. Said temporary construction easement shall be for the purposes of providing access during the construction of utility improvements and shall terminate upon the completion of improvements. Said easement shall be of unlimited width, except that same shall approach no closer than five feet to any structure existing time of construction.

3. The Association shall form a committee known as The "Architectural Review Board", hereinafter referred to as the "ARB". The ARB shall function as follows: I

A. The original composition of the ARB shall consist of the following three (3) persons: Jeff Forbes, Lisa Forbes and Jim Wells. These persons shall continue to serve on the ARB until such time as the Directors of the Association desire to replace them or add additional persons to the ARB not to exceed 5.

A quorum of the ARB shall be a majority of the members and official action shall take the consent of said majority. An application to the ARB shall be deemed denied, unless approved by the majority of its members.

B. The ARB shall have the following duties and powers:

1. Review and either grant or deny, any of the waivers or approvals as provided for in the general conditions; and
2. Review and regulate, especially the plans for construction near the canals. There shall be no construction beyond the top of the slope, excluding boat docks. The construction of boat docks shall be strictly regulated so that no erosion of the canal banks shall occur.
3. Do any and all things necessary to fully and completely effectuate the purposes of the terms and covenants herein contained.

C. The conclusion and opinion of the ARB shall be binding, if in its opinion, for any reason including purely aesthetic

X

Reasons the ARB should determine that any structure, location of said structure, improvement or alteration, design, building plans and/or specifications or lot grading is not consistent with the covenants as contained herein.

D. Any attorney's fees or costs, any administrative costs incurred by the ARB, or the Developers, in enforcing the provisions hereof, including attorney's fees and costs on appeal of any lower Court decision, shall be payable by the owner for which a lien shall be imposed against the lot owned by said owner and the claim of lien against the lot shall further secure the payment of such sums.

4. Plans and specifications for all work which is performed on the home or attached structures must be submitted to ARB for written approval as to quality of workmanship and materials, harmony of external design, aesthetic effect, size and existing structures, and as to location with respect to topography and the contractor must be named prior to the commencement of said development. Building permits must be obtained from the proper Osceola County authorities. The ARB's approval of such plans shall accompany the application for building permit, pursuant to this paragraph. -?

5. No lot shall be used except for residential purposes. No more than one home shall be placed on any lot. No home shall contain less than 600 square feet of enclosed living area. No mobile home manufactured more than five years before the date of its installation within the subdivision shall be permitted in the subdivision; with it expressly understood that said limitation does not apply to living units once installed, if at the time of their installation they have been manufactured within five years of the date of their installation. However, the Architectural Review Board shall have the right to waive the above stated age requirement upon a visual inspection of the home and written approval by said Board. The ARB reserves the right to inspect all homes, new and old, before installation with the right to deny installation upon inspection of any mobile home.

6. Any carport and patio constructed within the subdivision must be attached to a living unit and be constructed in a manner, and with materials, so as to appear to be an integral part of the living unit to which said carport and patio is attached.

7. Any mobile home placed in the subdivision shall be skirted on all sides before a certificate of occupancy is granted. The skirting shall consist of stone, perma stone, brick, or stucco. Metal skirting may be permitted on written approval by the Architectural Review Board. Except for brick, only new materials shall be used in the skirting of any mobile home. No other skirting material shall be permitted.

See
AMENDMENT

8. All hitches shall be removed and a solid front must appear from the street prior to any date of occupancy.

9. All steps shall be manufactured or pour concrete and must be set on a poured concrete pad.

10. No sign shall be allowed on any lot within the subdivision, except one 12" x 24" "For Sale" sign on the property, and further excepting the signs used by the Developer, which may be needed to promote the subdivision.

11. Only domestic animals, such as dogs and cats shall be allowed in the subdivision, and no pigs, horses, cows, goats, chickens or other farm animals shall be allowed within the subdivision.

12. No fence or hedge shall be erected or maintained on the property of this subdivision which shall unreasonably restrict or block the view from an adjoining lot, or which shall materially impair the continuity of the development. Only chain link, preassembled wood panels or split-rail fences shall be permitted within the subdivision. Fences constructed of wood must contain only new material and no fence shall be constructed containing scrap board or makeshift fences or any used building material. All fences must be approved by the ARB before installation.

13. All outbuildings, garages, workshops and storage sheds shall be constructed of materials compatible with the exterior decor of the home; shall not be a makeshift structure; and must be constructed of new building materials. The ARB must approve all such buildings.

14. No tent, camper, recreational vehicle, outbuilding or any structure of a temporary character may be used for temporary

SEE
AMENDMENT

or permanent residence. All campers, boats, or recreational vehicles located within the subdivision must be currently licensed and inspected by the state of Florida, if required, ~~and must be parked behind a living unit in the rear portion of the lot.~~ - see Amendment

15. No lot shall be used as a dumping ground for rubbish, trash, garbage or other waste. All equipment for the storage or disposal or such material shall be kept in a clean and sanitary condition. There shall be no burning of material of any type, at any time, for any reason.

16. All vehicles on the premises shall have current licenses and be in operating condition. No repairs may be made on vehicles on the front side of the mobile home.

17. Each lot shall be kept in a presentable, attractive condition at all times. The lot owner shall be responsible for keeping the grass and weeds cut and debris removed. If debris is not removed the Association shall remove the debris and charge the lot owner for such removal of said debris.

18. All lot owners shall be required to follow the procedure as set forth by the developer, its duly authorized agent or the Association for garbage collection.

19. Any gas or fuel tank installed shall be placed at the rear of each mobile home, so as not to be observed from any street.

20. No lots set forth in the recorded plat or subsequent recorded plats of Lake Marian Shores can be divided or re-subdivided unless all the divided portions thereof are added to the adjacent lots to create larger adjacent contiguous ownerships, and it is further provided that no lots may be subdivided so as to create a violation of any of the restrictions herein established.

IN WITNESS WHEREOF, the said Developer has caused these presents to be executed in its name, and, its corporate seal to be hereunto affixed, this day of 8th February, 1988.

WITNESSES:

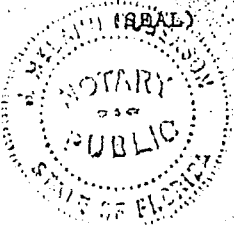
PATTEN CORPORATION

21 - ADDED BY AMENDMENT - AIRBOATS

STATE OF FLORIDA,
COUNTY OF OSCEOLA, 881

I HEREBY CERTIFY that, on this day, before me an officer duly authorized in the state and county aforesaid to take acknowledgments, personally appeared _____, well known to me to be the _____ of Patten Corporation, a Florida corporation, and acknowledged executing the same in the presence of two subscribing witnesses freely and voluntarily under authority duly vested in _____ by said corporation and that the seal affixed thereto is the true corporate seal of said corporation.

WITNESS my hand and official seal in the county and state last aforesaid this 8th day of February, 1988.



S. Melvin Robinson
Notary Public, State of Florida
My Commission Expires:

Notary Public, Florida, State at Large
My Commission Expires October 30, 1989

FILED, RECORDED AND
RECORD VERIFIED
MEL VILLIS, JR., CLK CIR
OSCEOLA COUNTY

880000743

AMENDMENT TO DECLARATION OF COVENANTS AND RESTRICTIONS

10.50

WHEREAS, the Declaration of Covenants and Restrictions for Lake Marian Shores Subdivision were recorded on January 6, 1989, in Official Records Book 905, page 1508, public records of Osceola County, Florida; and

WHEREAS, the Developer has the right under the Covenants to amend said restrictions;

NOW, THEREFORE, the Declaration of Covenants and Restrictions for Lake Marian Shores Subdivision is amended as follows, to-wit:

"UNIFORM GENERAL REQUIREMENTS

7. Any mobile home placed in the subdivision shall be skirted on all sides before a certificate of occupancy is granted. The skirting shall consist of stone, perma stone, brick, aluminum or stucco. Metal and vinyl skirting may be permitted on written approval by the Architectural Review Board. Except for brick, only new materials shall be used in the skirting of any mobile home. No other skirting material shall be permitted.

14. No tent, camper, recreational vehicle, outbuilding or any structure of a temporary character may be used for temporary or permanent residence. All campers, boats, or recreational vehicles located within the subdivision must be currently licensed and inspected by the State of Florida.

21. No airboats shall be allowed access to Lake Marian from Lake Marian Shores. Said airboats shall not be allowed to travel within the canal system of Lake Marian Shores."

WITNESSES

Marian Camell
Jo O. Thacker

PATTEN CORPORATION GULF-ATLANTIC,
a Delaware Corporation

By

Its

Lisa M. Forbes
Vice President

STATE OF FLORIDA,
COUNTY OF OSCEOLA, ss:

I HEREBY CERTIFY that on this day, before me, the undersigned officer duly authorized in the County and State last aforesaid to take acknowledgments, personally appeared Lisa M. Forbes,

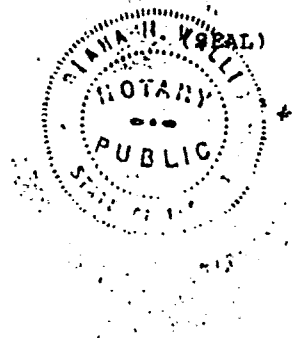
THIS INSTRUMENT PREPARED BY
JO O. THACKER

OF OVERSTREET & RITCH
ATTORNEYS AT LAW, P.O. BOX 760
KISSIMMEE, FLORIDA 32741

RETURN TO:
Overstreet & Ritch
P.O. Box 760
Kissimmee, FL 32741-0760

as Vice-President of PATTEN CORPORATION GULF-ATLANTIC, a Delaware corporation qualified to do business in that State of Florida, and she acknowledged before me that she executed the foregoing instrument on behalf of said corporation as such Vice-President for the uses and purposes therein expressed.

WITNESS my hand and official seal at Kissimmee, said County and State, this 11th day of May, 1989.



Diana M. Wallis
Notary Public, State of Florida
My Commission Expires: 10/21/90

FILED, RECORDED AND
RECORD VERIFIED
MEL WILLIS, JR., CLK CIR. CT.
OSCEOLA COUNTY

BY [Signature] D.C.

890027807

1989 MAY 12 PM 1:11