

Mango Park



N O R T H

W E S T

MANGO PARK NORTHWEST

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MANGO PARK NORTHWEST

DECLARATION OF COVENANTS, CONDITIONS, RESTRICTIONS AND EASEMENTS

THIS DECLARATION, made as of the 30th day of September, 1991, by JOHN R. GRUBB, INC., an Iowa corporation (the "Developer").

RECITALS

WHEREAS, Developer is the Owner of Lot A and Lots 1 through and including 60, Mango Park Northwest, according to the Plat thereof recorded in Plat Book 26, pages 76 through and including 80 of the Public Records of Manatee County, Florida (the "Property").

WHEREAS, Developer desires that the Property be developed into a planned single-family residential community.

WHEREAS, in order to develop and maintain the Property as a high quality residential community and preserve, protect and enhance the values and amenities thereof, it is necessary to declare, commit and subject the Property and the improvements now and hereafter constructed thereon to certain covenants, conditions, restrictions, regulations, and easements and to delegate and assign to an incorporated Home Owners Association certain powers and duties of administration, management, operation, maintenance and enforcement.

WHEREAS, Developer has caused Mango Park Home Owners Association, Inc. to be incorporated under the laws of Florida as a not for profit corporation for such purposes;

NOW THEREFORE, for and in consideration of the premises and for other good and valuable considerations, the Developer for himself and his respective legal representatives, successors and assigns, hereby (i) declare that the Property shall be held, sold, leased, used and conveyed subject to the following covenants, conditions, restrictions, Liens, charges, easements and regulations which shall run with the land and title to the Property, and the grantee of any deed conveying any portion of the Property shall be deemed by the acceptance of such deed to have agreed to all such covenants, conditions, restrictions and regulations and to have agreed to observe, comply with and be bound by all such covenants, conditions, restrictions and regulations and (ii) impose the easements hereinafter referred to and described which shall be perpetual in duration.

ARTICLE I

DEFINITIONS

As used in this Declaration, the terms below shall have the following meanings

1.1 "*Architectural Review Board (ARB)*" means a committee appointed by the Board of Directors to exercise the functions delegated to it in connection with review and approval of architectural plans for improvements on the Lots and as herein provided.

1.2 "*Articles*" means the Articles of Incorporation of the Association.

1.3 "Assessment" shall mean and refer to a charge against a particular Owner and his Lot made by the Association in accordance with this Declaration and secured by a Lien against such Lot as hereinafter provided.

1.4 "*Association*" means the entity known as Mango Park Home Owners Association, Inc., a Florida not for profit corporation. Unless otherwise specified herein, any actions required of the Association may be taken by its Board of Directors.

1.5 "*Board*" means the Board of Directors of the Association, which has been duly elected and qualified in accordance with the Articles of Incorporation and By-Laws of the Association.

1.6 "*By-Laws*" means the By-Laws of the Association.

1.7 "*Declaration*" means this Declaration of Covenants, Conditions, Restrictions and Easements and all exhibits attached hereto, as the same may be amended from time to time.

1.8 "*Developer*" means John R. Grubb, Inc., an Iowa corporation, and its successors and assigns, upon a specific designation to such successors or assignees of the rights of Developer under the Declaration in an instrument in the Public Records of Manatee County, Florida.

1.9 "*Institutional First Mortgagee*" means (a) any (i) commercial bank, (ii) savings bank, (iii) savings and loan Association, (iv) credit union, (v) life insurance company, (vi) other mortgage lending corporation or association, servicing at least 100 mortgages, (vii) federal agency, corporation or association and (viii) any affiliate, subsidiary, successor or assignees of any of the foregoing, holding a first mortgage on a Lot, and (b) Developer if and as long as Developer holds a first mortgage on a Lot.

1.10 "*Lot*" means a parcel of land as shown and numbered on the

Plat. 1.11 "*Owner*" means record Owner or Owners of a Lot.

1.12 "*Plat*" means the Plat of Mango Park Northwest, recorded in Plat Book 26, pages 76 through and including 80, of the public records of Manatee County, Florida.

1.13 "*The Property*" means all areas shown on the Plat.

ARTICLE II

LAND PLAN/EASEMENTS

2.1 **The Property.** The existing real property which is subject to this Declaration is all property within Mango Park Northwest as per Plat thereof recorded in Plat Book 26, pages 76 through and including 80, of the Public Records of Manatee County, Florida.

2.2 **Common Property.** The Common Property shall consist of the following:

a. Lot A of Mango Park Northwest, containing a stormwater drainage/retention Lake and buffered Wetland areas as shown on the Plat.

b. Certain landscaping, signage, lighting, and irrigation equipment located in the median, center, or other portions of public rights of way within Mango Park Northwest.

c. Fencing, landscaping, irrigation equipment and other improvements located in the no-access fence and landscape buffer easements and as otherwise shown on the Plat.

d. Easements and drainage swale areas and other stormwater management system facilities, areas and installations, and irrigation and utility easements as shown on the Plat. The Association shall be responsible for maintenance of the stormwater management system for the property to the extent same is not maintained by governmental authorities.

e. Developer reserves the right to amend or alter the development plan of the Common Property.

2.3 **General Easements.** Developer has granted and the Plat exhibits and reserves certain no-access and fence easements (the "No-access and Fence Easements"), entrance landscaping and no-access easements (the "Entrance Landscaping Easements") and drainage and utility easements.

2.4 **No-Access and Fence Easements.** Certain No-Access and Fence Easements shown on the Plat are reserved and granted by the Developer as herein provided. No means of access, ingress or egress may be constructed or used over such easements. The Developer reserves to Developer and grants to the Association the right to construct fences, within the easements, in any manner so long as same are approved by the ARB. Upon the construction of any such fence the Association shall maintain same and Developer grants to the Association an easement over and across any Lot to perform maintenance of any such fence.

2.5 **Entrance Landscaping Easements.** The Entrance Landscaping Easements as shown on the Plat are reserved and granted by the Developer as herein provided. No means of ingress or egress may be constructed or used over such easements. The Developer reserves to Developer and grants to the Association the right to construct improvements to the entryway, including signs identifying the Property as "Mango Park Northwest", to landscape, illuminate, irrigate and maintain the same, within the Entrance Landscaping Easements, in any manner the Developer, in its sole discretion, deems necessary and proper in order to identify and beautify the subdivision. Any improvements made by the Association shall be subject to approval of the ARB.

2.6 **Entrance Median Landscaping.** The Developer and the Association shall have the right to landscape, illuminate, irrigate and maintain the median strips dividing the entry roadway in any manner the

Developer, in its sole discretion, deems necessary and proper in order to beautify the subdivision. This right shall not conflict with the rules and regulations established by agencies of Manatee County governing the plantings of medians. Any improvements made by the Association shall be subject to approval of the ARB.

2.7 Maintenance of the Entrance and Medians. The Association shall maintain, irrigate and preserve all improvements and landscaping as referenced and described herein and shall cause the same to be illuminated in accordance with the design thereof during all hours of darkness.

2.8 Repair and Maintenance of Paver Bricks at Entrance. For aesthetic purposes, a portion of the entry roadway is surfaced with paver bricks. Notwithstanding the acceptance of the roads by Manatee County, it shall be and continue to be the obligation of the Association to repair and maintain that portion of the roads which are surfaced with paver bricks, so long as the Association desires to have the paver bricks remain.

2.9 The Lake/Wetlands. The Lake and Wetland areas as shown on the Plat shall be maintained by the Association. The only persons who shall have the right to access the Lake shall be the Owners of Lots that abut the Lake. No other Member, Owner, guest, invitee or occupant of a Lot shall have the right of access to the Lake except for maintenance thereof by the Association. The Association hereby acknowledges that maintenance of the Lake and Wetland areas shall be in accordance with the permit issued by the South West Florida Water Management District. No boat of any kind shall be used on the Lake except for purposes of inspection and maintenance thereof. Swimming in the Lake is prohibited, and no Owner or other person or entity may withdraw water from the Lake for irrigation or any other purpose. No portion of the Lake, banks or area surrounding the Lake is to be disturbed or improved in any manner except for maintenance, without the prior written approval of the Board and ARB. No Owner, his lessees, guests, or occupants or other parties shall do, cause or permit any activities in preserved Wetland areas, upland Buffer zones and Wetland compensation areas as same are shown on the Plat. Prohibited activities within such areas include the removal of native or other vegetation; excavation; placement or dumping of soil; trash or other land clearing debris; and construction or maintenance of any improvement building, residence or structure.

ARTICLE III

THE ASSOCIATION

3.1 General. The Association has been organized, among other things, to the extent set forth in this Declaration, to preserve the beauty and value of all the Property. The Association shall act in accordance with the terms and provisions of this Declaration, the Articles of Incorporation and the By-Laws.

3.2 Membership. Each and every Owner (including Developer when an Owner) of a Lot shall be a Member of the Association. Each Owner accepts membership in the Association and agrees to be bound by this Declaration, the Articles and By-Laws of the Association and any rules and regulations enacted pursuant thereto.

3.3 **Classes.** Membership shall be divided into two classes:

- (1) Class A Members shall be all Owners (other than the Developer, as long as Class B membership shall exist).
- (2) Class B Members shall be the Developer, or its successors and assigns.

Class A memberships shall be appurtenant to ownership of a Lot and shall not be separated from such ownership. Class B membership shall not be so appurtenant, but shall remain with the Developer or its successors or assigns regardless of the conveyance of Lots to others. The Class B membership shall terminate when: (i) the Developer so elects by written notice to the Association; or (ii) the Developer has conveyed all Lots to unrelated third parties.

3.4 **Voting Rights.** Until such time as the Class B membership of the Developer is terminated, the Class B Members shall have sole voting rights in the Association and the Class A Members shall have no voting rights except for altering or amending the Articles and By-Laws. After termination of the Class B membership, each Class A Member shall have full voting rights on all matters to come before the Association as provided in the Articles and By-Laws. During the time that Class B membership is still in effect, Developer shall have the right to designate or elect the members of the Board, and Directors so designated by Developer need not be Members of the Association. Developer may waive its right to designate any one or more Directors, and may assign its right in whole or in part to designate Directors to Partial Successor Developers.

3.5 **Duties and Powers of the Association.** In addition to the duties and powers enumerated herein and in the Articles and By-Laws, and without Limiting the generality thereof, the Association shall:

- a. Enforce the provisions of this Declaration, the Articles and By-Laws and any rules and regulations enacted thereunder by appropriate means, and carry out the obligations of the Association hereunder.
- b. Maintain, regulate and otherwise manage all of the Common Property.
- c. Pay any real and personal property taxes and other charges assessed against the Common Property unless same are separately assessed to the Owners.
- d. Pay all required utility and other services for the Common Property or associated with the carrying out of the Association's responsibilities hereunder, specifically including, but not limited to the provision of electrical service for street lighting within the Property.
- e. Contract for and maintain such policy or policies of insurance as may be required hereunder or as the Board deems necessary or desirable in furthering the purposes of and protecting the interest of the Association and the Owners.
- f. Maintain architectural control over the property by way of the ARB.
- g. Have the power of entry upon any Lot necessary in connection with carrying out Association responsibilities hereunder.
- h. Have the power to contract for cable television and other services for the benefit of Owners.

- i. Have the power to negotiate and contract for such materials and services for the benefit of the Owners who subscribe to or elect to accept such materials and services with payment for same to be separately billed to the Owners or advanced by the Association and repaid to the Association by a Service Assessment.
- j. Have the power to establish a special tax district.
- k. Have the power to make and enforce reasonable rules and regulations governing the Common Property which rules and regulations shall be consistent with the Declaration.
- l. 1. The Association shall have all power and authority reasonably necessary for it to carry out each and every one of its obligations set forth in this Declaration, the Articles or By-Laws, including any right or power reasonably implied from the existence of any other right, power, duty or obligation given to it or reasonably necessary to effectuate its obligations hereunder.

ARTICLE IV

ARCHITECTURAL REVIEW BOARD

4.1 **Architectural Review Board** The Board shall appoint the Architectural Review Board (the "ARB") consisting of not more than 3 Members who need not be Members of the Association. Members of the ARB shall serve at the pleasure and direction of the Board. The ARB may designate a representative to act on behalf of the ARB, subject to the approval of the Board. No Member of the ARB or any representative of the ARB shall be entitled to any compensation by the Association for services performed hereunder until such time as the Class B membership of the Developer is terminated. Members of the Board may serve on the ARB. A majority of the ARB shall constitute a quorum to transact any business of the ARB, and the action of a majority present shall determine the action taken by the ARB. Any vacancy occurring on the ARB for any reason whatsoever shall be filled by the Board. The Board shall have the right to remove any Member of the ARB at any time without reason. Anything herein to the contrary notwithstanding, until such time as Developer no longer has the right to elect or designate a majority of the Board, the Developer shall serve as the ARB.

4.2 **When Architectural Review Required.** Architectural review shall be required in each of the following circumstances:

- a. Whenever the Owner of a Lot proposes to construct improvements thereto, the term "improvements" shall be given as broad of construction as possible.
- b. Whenever any visible exterior alteration or other improvement to an existing improvement is proposed by an Owner.
- c. Whenever any Owner or the Association proposes to maintain or repair an improvement for a Lot in any manner that will result in the application or use of materials of a different type, shade, color or quality than those originally used on the Lot and/or improvement.

4.3 Powers and Duties of the ARB. The ARB shall evaluate and approve or disapprove all plans for proposed construction, landscaping, alteration, modification or other changes and improvements to any Lot in accordance with the Design Review Procedures, Attachment "A", Attachment "B" and Attachment "C", attached hereto and made a part herein by reference. Any and all approvals or disapprovals of the ARB shall be in writing and shall be delivered to the Board and the respective Lot Owner. Upon termination of the Class B membership, Lot Owners may appeal the decisions of the ARB to the Board. The Lot Owner shall request in writing a meeting with the Board, and the Board shall set a time and place to meet within 10 days of receipt of the request. The Board shall render a decision at that meeting. The ARB shall promulgate such further rules and regulations as it deems necessary and may adopt a schedule of reasonable fees for the processing of applications to the ARB after termination of the Class B membership. The foregoing rules and regulations and fees shall be subject to approval by the Board.

ARTICLE V

ARCHITECTURAL CRITERIA AND BUILDING RESTRICTIONS

5.1 **Residential Building.** No building shall be erected, placed or permitted to remain on any Lot other than one (1) detached single-family dwelling as approved by the ARB. Notwithstanding the foregoing, buildings and structures accessory to the use of the family occupying the dwelling may be erected on the Lot upon written approval of the ARB.

5.2 **Building Lines. Amended on 16 August 1995 to read:** "No dwelling shall be located nearer than 35 feet from any front property line; 10 feet from any side property line or 15 feet from any rear property line; except that the ARB shall have the right, but not the obligation, to permit a 30 foot front line setback instead of a 35 foot setback, and to reduce the side setbacks to the minimum permitted by Manatee county. Provided further that after termination of the Class B Membership, a party seeking reduction in the setback lines, as provided herein must also obtain the written consent of adjacent lot owners in a form acceptable for recording in the Public Records of Manatee County, Florida."

5.3 **Minimum Floor Space.** Each single-story dwelling shall contain not less than 2,200 square feet of livable, enclosed and air-conditioned floor area exclusive of garages, open or screened porches, terraces or patios; and each multi-story dwelling shall contain not less than 2,500 square feet of livable, enclosed and air-conditioned floor area exclusive of garages, open or screened porches, terraces or patios of which 1,500 square feet shall be on the first floor.

5.4 **Garages.** Each dwelling shall have an enclosed garage for not less than two (2) cars. Garage doors shall be operated by an electric door opener. Unless otherwise specifically approved by the ARB, no garage, tool shed or storage room may be constructed separate and apart from the dwelling. No carport shall be permitted unless otherwise specifically approved by the ARB as being part of a total design concept which contributes to the aesthetic appearance of the dwelling and enhances the appearance of the neighborhood. No garage shall be permanently enclosed or converted to other use without constructing another garage on the Lot meeting the requirements of this Declaration.

5.5 **Driveways.** All dwellings shall have a concrete driveway of stable and permanent construction at least 16' in width. Any variation from this must receive specific ARB approval as to materials used, method of placement, width and design.

5.6 **Recreation Facilities.** All recreation facilities, including but not limited to, pools, spas, sport courts, play and athletic equipment, play houses and dog houses, shall be approved by the ARB. Basketball backboards must be installed in a manner and location and on a pole or standard specifically approved by

the ARB. Any outdoor lighting shall not create offensive light spillage on adjacent Lots and must be specifically approved by the ARB. All improvements and facilities that are subject to this section must be adequately screened from all streets and adjacent Lots in a manner specifically approved by the ARB.

5.7 Non-Interference With Easements and Drainage Swales. No structure, planting or other material shall be placed or permitted to remain on a Lot which may interfere with the intended use of any easement or restrict water flows within any drainage swale. The easement and drainage swale areas located on each Lot and all improvements thereon shall be maintained continuously by the Lot Owner except those easement areas which are the responsibility of a public authority, utility or the Association.

5.8 Fencing. All Fencing must be specifically approved by the ARB as to type, size, material, location and installation method. Chain link fencing (including all rails, posts, gates and fittings) that is coated with Black or Green vinyl and is adequately landscaped can be approved. All other fencing must be finished on both sides. All fencing shall be maintained continuously by the Lot Owner.

5.9 Utility Connections. Connections for all utilities, including, but not limited to, water, sewage, electricity, telephone and television shall be run underground from the connecting point thereof to the building structure in such a manner as is acceptable to the respective utility authority or company and the ARB.

5.10 Air Conditioning Units. No window or wall air conditioning units shall be permitted on any Lot. Compressors, fans and related equipment located outside the building shall be adequately walled, fenced or landscaped to prevent their being viewable from any street.

5.11 Swimming Pool and Spa Equipment. *Amended on 24 October, 1996 to read:* "All pool and spa equipment, including but not limited to, pumps, filters, heaters, gas (of whatever type) storage tanks, chlorinators and piping located outside the building shall be adequately walled, fenced or landscaped to prevent their being viewable at ground level from any street or adjacent Lot. ~~Gas (of whatever type) storage tanks must be buried underground in compliance with governing ordinances, rules and regulations."~~

5.12 Solar Energy Collectors. Installation of any type of Solar Energy System must be specifically approved by the ARB, but in no event shall any portion of it be viewable from any street. Except for the roof mounted panels or piping, all equipment, including but not limited to, pumps, storage tanks and piping located outside the building shall be adequately walled, fenced or landscaped to prevent their being viewable at ground level from any street or adjacent Lot.

5.13 Antennae, Aerials and Satellite Receivers. Amended on 16 August, 1995 to read: "No antennae or aerials shall be placed upon any lot or affixed to the exterior of any building and no antennae or aerial placed or fixed within a building shall extend or protrude beyond the exterior of such building. Satellite receivers shall only be permitted if prior written approval is, first obtained from the ARB."

5.14 Clothes Drying Area. Clotheslines or other facilities or apparatus for the drying of clothes outside of a dwelling shall be constructed, walled, fenced or landscaped to prevent its being viewable at ground level from any street or adjacent Lot.

5.15 **Signs.** The size and design of all signs located on a Lot shall be subject to the approval of the ARB. No sign of any kind shall be displayed to general view on any Lot except under the following circumstances; (i) Directional or traffic signs may be installed by the appropriate governmental authority, by Developer or by the Board. Entrance or other identification signs may be installed by Developer or the Board. (ii) Developer may display signs on Lots owned by the Developer. (iii) One "For Sale" sign may be displayed on a Lot by the Owner or the agent for the Owner. (iv) Builder, Banks, Sub-Contractor, and other appropriate signs may be displayed in an orderly manner during the initial construction of a residence, but said signs shall be removed upon completion of construction. (v) an Owners name plate and address plate in size and design approved by the ARB.

5.16 **Temporary Structures.** A portable construction field office, a storage or out-building for materials and supplies used in conjunction with and during the initial construction of a residence are permitted, provided that they shall be removed immediately from the Lot upon completion of such construction. No structure of a temporary character, whether a trailer, tent, shack, garage, barn or any other such building, shall be placed on any Lot.

5.17 **Completion of Construction.** The construction of any new building, addition, remodeling and repairs to the exterior of any building shall be pursued continuously and completed with reasonable promptness.

5.18 **Sales Offices.** Notwithstanding anything in this Declaration to the contrary, Developer may construct, operate and maintain a sales office on a Lot or Lots until such time as all of the Lots have been sold to unrelated third parties. Builders may operate and maintain a sales office from within any "Model" or "For Sale" home they construct. Any and all signs a Builder uses must be approved by the ARB.

Amended on 27 April 2001 to add: Section 5.19. **Community Mailboxes.** To further enhance the esthetics of the Mango Park Sub-division, all Lots in Mango Park shall be served by a single uniform mailbox to be installed, maintained and replaced by the Association as provided herein. No other type of mailboxes are permitted in Mango Park except as established by the Association hereunder. The Board shall select the style and type of mailbox to be installed in the Mango Park. The total initial cost of purchasing the mailboxes shall be paid by the Association. The cost to install the mailboxes shall be paid by each Lot Owner. The Board shall determine the location of the installation of the mailboxes on each Lot to ensure conformity taking into account input from the Owner, with the final decision resting with the Board. The Association will be responsible for the cost of ongoing maintenance and replacement of the mailboxes due to normal Wear and tear. Damage or destruction to a mailbox caused by accidental or intentional means may be the financial responsibility of the Owner of the Lot where such mailbox is located. Should an Owner refuse or neglect to repair or replace a mailbox after thirty (30) days written notice from The Board, in such event, the Board may proceed to repair or replace the mailbox and charge the cost back to the Owner as A Special Assessment. Only persons authorized by The Board shall be permitted to repair or replace the mailboxes.

ARTICLE VI

USE RESTRICTIONS AND COVENANTS

6.1 **Use of The Property.** Each of the Lots shall be developed and used solely for single-family residential use in accordance with this Declaration. No residence or part thereof on any Lot shall be rented separately from the rental of the entire Lot. No business, commercial, religious, charitable or other enterprise of any kind shall be maintained upon or in connection with the use of any Lot, unless specifically approved in writing by the Board. Said written approval shall in no way conflict with any ordinances, rules or regulations of Manatee County. However, the Developer shall have the right to maintain facilities on the Lots owned by the Developer for sales, promotional and maintenance purposes.

6.2 **Residential Use.** The Lots shall be used for single-family residential purposes and for no other purpose not specifically approved by the Board. Notwithstanding anything to the contrary, the Board may approve certain at home businesses such as, but not limited to, Artist, Cartoonist, Writer and other such activities as the Board in its sole discretion deems fit, provided that such approval shall in no way violate any rules, regulations or ordinances of Manatee County. No business or commercial building may be erected on any Lot and no business or commercial activity (not specifically approved by the Board as set forth) may be conducted on any Lot except for a sales and marketing program of the Lots by Developer and the construction and sale by Builders or Owners of speculative homes on Lots in accordance with the terms and provisions of this Declaration.

6.3 **Amended on 16 August 1995: Prohibition Against Further Subdivision.** The Lots shall not be further subdivided so as to create additional Lots, tracts or parcels for uses permitted herein, it being the intent of these Covenants that the property shall at all times be limited to that number of single family home sites shown as separate Lots on the Plat of MANGO PARK NORTHWEST SUBDIVISION, excluding, however, the common property. Nothing contained herein shall, however, be deemed to prevent the conveyance of portions of a Lot to the Owner of an adjacent Lot to the end that the platted Lot lines may be reconfigured and upon such a conveyance, the parcel so created shall be deemed a single family residential parcel and a "Lot" subject to the provisions hereof as though same were originally platted as such.

Provided, however, that any reconfiguration must be approved, in writing, by the ARB and that upon such reconfiguration, the Assessment contribution of such reconfigured Lot shall be reviewed by the ARB and adjusted if necessary to reflect the new Lot's equitable contribution to Assessments. Anything contained herein to the contrary notwithstanding the Developer expressly reserves to itself, its successors or assigns the right to replat any Lot or Lots shown on the plat of MANGO PARK NORTHWEST in order to create a modified building Lot or Lots. Provided further that the Developer may convey single family building sites with reconfigured boundaries from those shown on the original subdivision plat and the tract as so bounded and conveyed by Developer shall be deemed a "Lot" subject to the provisions hereof as though same were originally platted as such.

6.4 Maintenance of Exteriors. Each Owner shall maintain the exteriors of all structures on a Lot and any and all fixtures attached thereto in a sightly manner.

6.5 Noxious Vegetation. No Owner shall permit the growth of noxious weeds or vegetation upon a Lot or any part between the street pavement and the front Lot line of a Lot. All Lot areas shall be maintained in a landscaped and sightly manner.

6.6 Litter, Trash, Garbage. No garbage, trash, refuse or rubbish shall be deposited, dumped or kept on any Lots except in closed sanitary containers approved by the ARB. Such containers shall be kept in a sanitary condition in (i) an enclosed area attached to the dwelling and constructed in a manner approved by the ARB or (ii) an underground container. Such containers may be placed on the Lot for pick up at the times and in accordance with the requirements of the franchised garbage removal utility for the Property; however, such containers shall be returned to and kept in the enclosed area or underground, as the case may be, promptly after pick up.

6.7 Nuisances. No Owner shall cause on a Lot or permit to come from his Lot any unreasonable noises or odors. No Owner shall commit on his Lot or permit to be carried on his Lot any nuisance, any immoral or illegal activity or anything which may be an annoyance or a noxious or offensive activity to the neighborhood.

6.8 Commercial and Recreation Vehicles. No commercial vehicle, recreation vehicle, trailer or boat of any kind shall park or be parked at any time on a Lot unless such a vehicle is in a garage, is in the process of being loaded or unloaded or is stored or parked in a rear yard in a manner approved by the ARB. Such approval by the ARB shall be conditioned upon the vehicle, boat, trailer, etc., not being viewable from any street or adjacent Lot from ground level.

6.9 Maintenance of Boats and Vehicles. No maintenance or repair of any boat or vehicle, shall be permitted upon any Lot except within an enclosed garage or in a ARB approved area on the Lot that is not viewable at ground level from any street or adjacent Lot.

6.10 Vehicles and Repair. No inoperative cars, trucks or trailers or other type of vehicles will be allowed to remain on or adjacent to any Lot for a period in excess of forty-eight (48) hours; however, this provision shall not apply to such vehicle which is kept within an enclosed garage or in a ARB approved area on the Lot that is not viewable at ground level from any street or adjacent Lot.

6.11 Garage Doors. Garage doors shall be kept closed except when opened to permit vehicles to enter and exit from a garage or when yard care and routine maintenance chores are being performed.

6.12 Livestock and Poultry. No animals, livestock or poultry of any kind shall be raised, bred or kept on any Lot except that dogs, cats or other household pets may be kept provided that they are not kept, bred or maintained for any commercial purpose, that they do not cause an unreasonable nuisance or annoyance to other Owners, and they are kept in compliance with applicable Laws and Ordinances.

6.13 Right to Maintain Lots and Buildings Thereon. In order to preserve the beauty, quality and value of the Property, the Association shall have the right to enter upon any Lot on which there exists a violation of a covenant or restriction set forth herein, to summarily abate, remove and cure such violation. Without limiting the foregoing, upon and during any such violation, the Association shall have the right to repair and paint building exteriors and fixtures attached thereto and to mow, maintain and clean lawn areas. Developer hereby reserves and grants to the Association a perpetual easement appurtenant to, over and across Lots for ingress and egress to so preserve and maintain the appearance of the Property. Any and all costs of any maintenance of a Lot or structure thereon shall be allocated and assessed by the Board upon the Lot so maintained, and the Board shall have the right to impose and to enforce a Lien as provided in Article VII of this Declaration.

6.14 Destruction of Improvements. In the event any dwelling or structure upon a Lot shall be substantially damaged or destroyed, it shall be the obligation of the Owner of such Lot to repair, rebuild or reconstruct the improvements as soon after such casualty as possible. Also such repair, replacement and reconstruction shall require architectural review as required in the DESIGN REVIEW PROCEDURES. Notwithstanding damage to or destruction of the improvements to a Lot, the Owner shall remain liable to the Association for all assessments in connection with such Lot. As soon as possible after damage or destruction, the Owner shall cause to be removed all debris and portions of the improvements that cannot be preserved for incorporation into the replacement structure, and in no event later than sixty (60) days after the date upon which the casualty occurs. The Owner shall, within thirty (30) days of the date of the casualty, notify the Board in writing of his intention to rebuild or reconstruct. Failure to not so notify the Board shall be deemed evidence of the Owner's intention not to rebuild. Such Owner shall initiate architectural review no later than ninety (90) days from the date of the casualty and shall commence rebuilding or reconstruction within sixty (60) days after final approval, and prosecute same to completion. If the Owner elects not to rebuild the improvements, or is deemed to have so elected under the provisions of this section, then such Owner shall be obligated at his expense to remove all portions of the improvements remaining except underground utility lines which shall be properly secured. The Owner shall provide fill and install sod so that the Lot shall thereupon give the appearance of a landscaped open space. Such clearing and restoration of the Lot shall be completed no later than sixty (60) days after the date upon which the Owner elects or has deemed to have elected not to rebuild. If an Owner fails to comply with any of the provisions of this section then the Association may perform such acts as are the responsibility of the Owner and the costs of same shall be treated initially as a common expense but charged against the Owner as a Special Assessment.

ARTICLE VII

ASSOCIATION EXPENSES, ASSESSMENTS AND LIENS

7.1 General. In order for the Association to cause the covenants contained in this Declaration to be fulfilled; to keep and maintain records of the Association; to maintain and illuminate the Entrance Landscaping Easements and the medians; to maintain fences erected by the Developer or the Board within Non-Access and Fence Easements; to maintain the street lighting; to maintain the Lake, Buffer, Wetlands and other common areas shown on the Plat; and to preserve the Property in the manner contemplated by this Declaration, the Association will incur certain expenses, which expenses are referred to herein as the "Association Expenses."

7.2 Affirmative Covenant to Pay Association Expenses. Association Expenses shall be paid by the Association from funds assessed and collected from the Owners in the manner set forth in this Declaration, and there is hereby imposed upon each Lot and Owner the affirmative covenant and obligation to pay its respective share of the Association Expenses, which covenant shall run with the land. Each Owner, by acceptance of a Ownership interest, by deed or other instrument of conveyance, whether or not it shall be so expressed in such deed or instrument, does hereby agree and covenant to pay the share of Association Expenses allocated pursuant to this Declaration to the Lot of such Owner. No Owner shall be relieved of liability for payment of his respective share of Association Expenses by non-use or abandonment of his Lot. The Assessments, together with interest thereon, late charges, attorney's fees and court costs, and other costs of collection thereof, as hereinafter provided, shall be a charge on the land and a continuing Lien upon the Lot against which each such Assessment is made. Each such Assessment, together with such interest, late charges, costs and attorney's fees shall also be the personal obligation of the Owner of such Lot at the time when the Assessment fell due, and shall remain the personal obligation of such Owner notwithstanding that such Owner may no longer own the Lot.

7.3 Annual Assessments. The Association shall assess each Owner for his respective share of Association Expenses by Annual Assessments determined and payable in the manner provided for in this Declaration.

7.4 Uniform Assessments. Each Lot shall share equally in all Assessments, provided however that Lots which are reconfigured in accordance with the provisions hereof shall be assessed as one Lot and when two adjoining Lots are owned by the same Owner and permanently improved with only one residence, then the two such Lots shall be assessed as one Lot.

7.5 Annual Assessment Until Termination of Class B Membership. The initial Annual Assessment for Association Expenses which will be assessed upon each Lot not owned by the Developer shall be Three Hundred and Sixty (\$360.00) Dollars. Commencing on the date of the closing of the purchase of a Lot from the Developer, each such Owner shall be subject to the Annual Assessment (prorated as of time of closing for the year in which closing with the Developer shall occur) during such period in such an amount payable annually, and each Owner shall timely pay any and all such assessments. The Board, in its sole discretion, may permit such Annual Assessment to be paid in quarterly or semi-annual installments. Developer covenants that during such period that the Annual Assessment for Association Expenses upon each Lot shall not increase more than twenty (20) percent, and that Developer will pay during such period the deficit, if any, as and when such deficit may occur, between the actual Association Expenses incurred and paid during such period and the total amount of Annual Assessments for Association Expenses for such year. Notwithstanding any provisions in this Declaration to the contrary, during such period, Developer and the Lots owned by Developer, will not be liable for the payment of any Association Expenses or assessment except for the amount of such deficits.

7.6 Annual Assessment Commencing After Termination of Class B Membership. For each and every year of the Association commencing after the expiration of the year of the Association in which the Class B Membership of the Developer is terminated, Annual Assessments for Association Expenses shall be determined in the manner set forth in this Paragraph. The total anticipated expenses for each year, including reserves as reasonably estimated by the Board, shall be set forth in a budget adopted by the Board no later than one month preceding the year for which the budget is adopted (the "Budget"). The total anticipated Association Expenses set forth in such Budget shall be the Annual Assessment for Association Expenses for all of the Lots for such year (the "Aggregate Annual Assessment"). The Aggregate Annual Assessment shall be divided equally between all the Lots as provided herein. The Annual Assessment allocated to each such Lot shall be due and payable by the Owner thereof or, if more than one Owner, the Owners, jointly and severally, of each such Lot in advance commencing on the first day of the year of the

Assessment. The Board, in its sole discretion, may permit such Annual Assessment to be paid in quarterly or semi-annual installments. The Association shall mail to each and every Owner a copy of the Budget specifically indicating the total Association Expenses anticipated for the forthcoming year and the Annual Assessment upon each such Lot. For the purposes of this exemption, Developer shall include any Partial Successor Developer with respect to Lots conveyed to such Partial Successor Developers owned and held for development and sale to individual Owners, if and to the extent Developer shall provide by separate written agreement with such partial successor Developer for such exemption. Developer may condition such exemption for any Partial Successor Developer to share in the guarantee by Developer as herein above provided.

7.7 Supplementary Assessments. If the Board shall determine that the Annual Assessment, and any Supplementary Assessments, for the current year are, or will become, inadequate to meet all Association Expenses for any reason, it shall determine the approximate amount of such inadequacy and make a Supplementary Assessment against each Owner and Lot, specifying the date or dates when due.

7.8 Special Assessments. Special Assessments shall be levied by the Board against an Owner and Lot to reimburse the Association for costs incurred in bringing an Owner or his Lot into compliance with this Declaration.

7.9 Service Assessments. If the Association undertakes to provide bulk services, such as but not limited to, cable television service, then the amount paid or incurred by the Association shall be in the form of a uniform assessment known as a Service Assessment.

7.10 Certificate of Payment. The Association shall furnish to any Owner, upon request, a certificate signed by an Officer or authorized agent of the Association setting forth whether the assessments on a specified Lot have been paid, and the date and amount, if known, of the next assessments or installments coming due, together with the amount of any delinquency. Such certificate shall be conclusive evidence of payment of any assessment therein stated to have been paid as to third parties without notice of facts to the contrary.

7.11 Non-Payment of Assessment and Remedies of Association. If any assessment is not paid within thirty (30) days of the due date specified by the Association when the assessment is levied, then such assessment shall become delinquent and shall, together with such interest thereon and costs of collection thereof as hereinafter provided, be a continuing Lien on the Lot against which such assessment is made, binding upon the Owner thereof, his heirs, personal representatives, tenants, successors and assigns. If any such assessment is not paid in full within such thirty (30) day period, then a late charge of \$25.00 shall be levied and the assessment shall bear interest from the date of delinquency at the maximum annual rate permitted by law. As a condition to bringing an action at law or for foreclosure of a Lien, the Association shall first record a Notice of Lien among the Public Records of Manatee County, Florida, and furnish a copy of such notice to the then Owner by United States mail, either certified or registered, return receipt requested. (Failure of the Association to obtain a receipt shall not, however, prevent enforcement of such assessment or Lien.) If such assessment, together with interest and costs attendant thereon, is not paid in full within thirty (30) days after the date such notice is deposited in the United States mail, then thereafter the Association may bring suit at law for damages or foreclose its Lien, or both. Upon the timely payment or other satisfaction of all delinquent assessments specified in a Notice of Lien and all other assessments which have become due and payable with respect to the Lot as to which such Notice was recorded, together with such interest, late charges and attorney's fees as may be applicable, pursuant to this Declaration, the Association shall furnish a recordable release of such Notice.

7.12 Institutional First Mortgagees. The Lien for assessment provided for in this Declaration shall be subordinate to the Lien of any mortgage on a Lot held by an Institutional First Mortgagee that is recorded amongst the Public Records of Manatee County, Florida prior to the recording of the claim of Lien for assessment.

7.13 Capital Contributions. Each Owner and each Partial Successor Developer acquiring a Lot from Developer shall pay a one time capital contribution to the Association in the amount of Two Hundred and Fifty (\$250.00) Dollars for each Lot acquired. All capital contributions shall be placed in an interest bearing Reserve Account and may not be expended during the time Developer guarantees the assessment level other than with the consent of the Owners of a majority of the Lots who are Regular Members.

7.14 Street Lighting. Developer shall establish a Street Lighting Program in accordance with Attachment "D" attached hereto and made a part herein by reference.

ARTICLE VIII

GENERAL PROVISIONS

8.1 Incorporation of the Declaration. Any and all deeds conveying a Lot shall be conclusively presumed to have incorporated therein all of the terms and conditions of this Declaration.

8.2 Release From Minor Violations. Where a building has been erected on a Lot or the construction thereof substantially advanced, in such manner that the same constitutes a violation or violations of the covenants as set forth in Article V of this Declaration, either the Developer up until termination of Class B membership, and thereafter the Board, shall have the right at any time to release such Lot from such Paragraph or Paragraphs as are violated, provided, however, that the party releasing same shall only do so after a determination that the violation is minor. Such release shall be memorialized in a Resolution of the Board that identifies the property, and specifically sets forth the minor violation being released and is recorded in the Public Records of Manatee County, Florida.

8.3 Disputes. In the event there is any dispute as to whether the use of the Property complies with the covenants and restrictions contained in this Declaration, such dispute shall be referred to the Board, and a determination rendered by the Board with respect to such dispute, which shall be final and binding on all parties thereto.

8.4 Enforcement. The covenants and restrictions contained in this Declaration may be enforced by Developer, the Association, any Owner or Owners, and any Institutional First Mortgagee in any judicial proceeding seeking any remedy recognizable at law or in equity, including an action or suit seeking damages, injunction, specific performance or any other form of relief, against any person, firm or entity violating or attempting to violate any covenant or restriction herein, provided that with respect to assessment Liens, the Association shall have exclusive right to enforcement thereof. The failure by any party to enforce any covenant or restriction contained herein shall in no event be deemed a waiver of such covenant or restriction or of the right of such party to thereafter enforce such covenant or restriction. The prevailing party in any such litigation shall be entitled to reasonable attorneys' fees and court costs at all trial and appellate levels.

8.5 Notices to Owners. Any notice or other communication required or permitted to be given or delivered under this Declaration to any Owner shall be deemed properly given and delivered upon the mailing thereof by United States mail, postage prepaid, to the last known address of the person whose name appears as the Owner on the records of the Association at the time of such mailing.

8.6 Notices to Association. Any notice or other communication required or permitted to be given or delivered under this Declaration to the Association or to the ARB shall be deemed properly given and delivered upon the delivery thereof or upon the mailing thereof by certified United States mail, postage prepaid to the Board or the ARB at:

Mango Park Home Owners Association,
Inc. P.O. Box 14749
Bradenton, Florida 34280-4749

or at such other address as the Board may hereafter designate by notice to Owners in the manner provided.

8.7 Captions. Captions inserted throughout this Declaration are intended only as a matter of convenience and for reference only and in no way shall such captions or headings define, limit or in any way affect any of the terms or provisions of this Declaration.

8.8 Context/Construction. Whenever the context so requires, any pronoun used herein may be deemed to mean the corresponding masculine, feminine or neuter form thereof, and the singular form of any noun or pronoun herein may be deemed to mean the corresponding plural form thereof and vice versa. This Declaration shall be construed under the Laws of the State of Florida.

8.9 Severability. In the event any one of the provisions of this Declaration shall be deemed invalid by a court of competent jurisdiction, said judicial determination shall in no way affect any of the other provisions hereof, which shall remain in full force and effect.

8.10 Term. This Declaration (but excluding the easements herein created which are perpetual) and the terms, provisions, conditions, covenants, restrictions, reservations, regulations, burdens and Liens contained herein, including, without limitation, the provisions for assessment of Lots, shall run with and bind the Property and inure to the benefit of Developer, the Association, Owners and their respective legal representatives, heirs, successors and assigns for a term of fifty (50) years from the date hereof, after which time this Declaration shall be automatically renewed and extended for successive periods of twenty-five (25) years each unless at least one (1) year prior to the termination of such fifty (50) year time or to each such twenty-five (25) year extension there is recorded in the Public Records of Manatee County, Florida, an instrument agreeing to terminate this Declaration signed by two-thirds (2/3) of all Owners and their Institutional First Mortgagees, upon which event this Declaration shall be terminated upon the expiration of the fifty-year term or the twenty-five-year extension during which such instrument was recorded.

8.11 Amendment. Subject to the rights of the Developer, this Declaration may only be amended after termination of Class B membership, and by the affirmative written assent or vote of the Owners of not less than 70% of all Lots covered hereby.

8.12 **Attorney's Fees.** In the event any action is instituted to enforce or construe the provisions contained in this Declaration, the Articles, By-Laws or rules and regulations enacted thereunder, the prevailing party in such action shall be entitled to recover from the other party thereto as part of the judgment, a reasonable attorney's fees and costs of such suit. In the event the Association is the prevailing party in such action the amount of such attorney's fees and costs shall be a special assessment with respect to the Lot involved in the action.

8.13 **Developer.** Anything herein to the contrary notwithstanding, during the time that Developer is Developer of the property and Class B Membership remains in effect, Developer reserves the right to amend this Declaration, and the Articles and By-Laws in any manner whatsoever; provided however that Developer may not alter the character of the development as residential. So long as Developer owns any Lot, it may establish licenses, reservations, easements and rights of way in favor of itself, suppliers of utilities and similar services and public authorities as may from time to time be reasonably necessary to the proper development and disposition of Mango Park Northwest. Developer's rights hereunder may be assigned to any successor in all or part of Developer's interest in Mango Park Northwest, by express assignment incorporated in a deed or separate instrument, and such Developer rights inure to any mortgagee of Developer who acquires title to undeveloped portions of the property by foreclosure or deed in lieu of foreclosure. Developer reserves the right to assign all or part of any of its rights and responsibilities hereunder as Developer whether personal in nature or not to any successor in interest, including any mortgagee. Developer may designate in writing one or more successor Developers as to portions of the property covered hereby and may assign specific rights to a Partial Successor Developer in conjunction with the conveyance of Lots to any such Partial Successor Developer.

IN WITNESS WHEREOF, the parties hereunto set their hands and seals the day and year first above written.

Signed, sealed and delivered
in the presence of:

JOHN R. GRUBB, INC.

_____/S/

BY _____/S/
A. J. Ingle - Vice President

_____/S/

As to Developer

STATE OF FLORIDA

COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this § day of §_____, 1991, by A. J. Ingle, the Vice President of John R. Grubb, Inc. an Iowa Corporation, on behalf of the Corporation.

_____/S/
Notary Public, State of Florida