

✓ This Instrument prepared by and return to:
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KAREN E. RUSHING
CLERK OF THE CIRCUIT COURT
SARASOTA COUNTY, FL



**REVITALIZED, CONSOLIDATED, AND RESTATED
DECLARATION OF RESTRICTIONS, CONDITIONS, COVENANTS
AND RESERVATIONS AFFECTING PROPERTY LOCATED IN
HOLIDAY PARK – UNIT TWO**

THIS REVITALIZED, CONSOLIDATED, AND RESTATED DECLARATION, is made by HOLIDAY PARK, PARK AND RECREATION DISTRICT, a Florida local unit of special purpose government, hereinafter referred to as the “District”, for itself, its successors, assigns, and its Members concerning the property identified as HOLIDAY PARK, UNIT TWO, on the Plat recorded in Plat Book 20, Pages 8-8N of the Public Records of Sarasota County, Florida.

WHEREAS, each Lot identified in Exhibit “A” shall be held, transferred, sold, conveyed and occupied subject to the restrictions, easements, reservations and conditions set forth herein, which shall be a covenant running with the land and binding on all parties having any right, title or interest in the Lots or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof; and

WHEREAS, the Declaration of Restrictions, Conditions, Covenants and Reservations Affecting Property Located in Holiday Park – Unit Two was originally recorded on February 10, 1971 in Official Records Book 895, Page 840, et. seq., of the Public Records of Sarasota County, Florida; and

WHEREAS, the original Declaration may have expired as to certain Lots pursuant to Chapter 712 of the Florida Statutes, also known as the Marketable Record Title Act.

NOW, THEREFORE, the District hereby revives all terms and provisions of the original Declaration as herein consolidated and restated as follows:

1. HOLIDAY PARK, UNIT TWO is a manufactured home community. Each and every home placed or installed upon any lot within HOLIDAY PARK, UNIT TWO shall:
 - (a) Be a width of not less than twelve (12) feet and have no more than a twelve (12) inch overhang on the sides, front and back;
 - (b) Be inspected and approved as to the age, appearance, condition and structural standards by the HOLIDAY PARK, PARK AND RECREATION DISTRICT’S BOARD OF TRUSTEES (hereinafter “District’s Board of Trustees”);
 - (c) Be installed on the lot only by an authorized installation agency and in a manner which conforms to the Rules and Regulations of the District’s Board of Trustees.

2. The following provisions with respect to antenna and solar panels shall apply to each residential lot:
 - (a) The Board of Trustees must approve prior to installation any of the following: Satellite dishes, exterior antenna, aerial antenna, or any other apparatus for the reception or transmission of the television, radio, or other electronic signals. No satellite dishes greater than one meter (39inches) or exterior antenna extending more than twelve feet above the roofline shall be permitted. Lot owners may utilize cable television available at each lot. Connection charges and monthly service charges shall be the responsibility of the lot owner. Reasonable accommodations regarding the placement, screening or height for the installation of any amateur radio antenna may be made by request of a license operator to the District's Board of Trustees.
 - (b) Solar panels may be utilized on residential lots provided written consent and approval is obtained from the District's Board of Trustees as to type and installation. In considering whether to grant such approval, the Board of Trustees shall consider, among other things, the general aesthetic appearance of any such solar panels, their effect upon neighboring lot owners, and its effect upon the Holiday Park, Unit Two community as a whole.

3. With respect to each residential lot:
 - (a) No structure, add-on or accessory may be placed thereon without the prior written consent and approval of the District's Board of Trustees as to location, position, set-back and architectural quality. In considering whether to grant such approval, the District's Board of Trustees shall consider, among other things, the general aesthetic appearance of any such structure, add-on or accessory, its effect upon neighboring lot owners, and its effect upon the HOLIDAY PARK, UNIT TWO community as a whole.
 - (b) No home shall be placed upon any lot unless there is also affixed thereto a carport approved by the District's Board of Trustees. Provided, however, that no home, structure, add-on or accessory shall be placed or erected on any lot closer than six feet (6') from the property line on the sides, ten feet (10') from the property line at the rear and ten feet (10') from the line abutting the road. All measurements shall be from the base of the unit. The front set back shall conform to the set back line established by adjoining units.
 - (c) No fence shall be erected on any lot or any portion thereof. No hedge or landscaping feature shall be placed, altered or maintained on a lot so as to obstruct or hinder the mowing of all lots by riding mowing equipment.
 - (d) No clotheslines or clothes poles may be placed on a lot, except for one "umbrella type" clothes pole for each lot, which shall be placed in the rear of the lot. Clothes poles shall be removed when not in use for an extended period.

- (e) The District's Board of Trustees has made provision for a storage area for currently registered vehicles which shall include: boats, boat trailers, travel trailers campers and similar recreational vehicles which shall be stored within the special area provided by the District's Board of Trustees. No boat, boat trailer, travel trailer, camper or similar recreational vehicle may be stored or kept upon any residential lot for more than forty-eight (48) hours. No cars, derelict vehicles or items, other than those specific items set forth in this Paragraph, may be stored within the special area provided. Space in said storage area shall be assigned by the District's Board of Trustees to lot owners on a "space available" basis with no more than one (1) space assigned to any individual.
- (f) No derelict vehicles, vessels or trash of any description shall be kept or permitted adjacent to or upon any lot. No vehicle repair work shall be conducted upon any residential lot except for necessary minor emergency repairs. Lot owners must remove all loose items such as hanging baskets, barbecue grills, bicycles and figurines etc. during hurricane/tornado warnings and when leaving for (30) thirty days or more to prevent damage to subdivision or lot owners' homes.
- (g) No signs of any type or nature whatsoever may be erected or displayed on any lot without the prior written approval of the District's Board of Trustees, except that small signs setting forth the owner's name and street address shall be permitted. Provided, however, that the foregoing provision shall not be construed to prohibit temporary or permanent placement by the District's Board of Trustees of street signs, promotional signs, directional signs, area identification signs, etc. Signs relating to the sale or rental of a lot or home within HOLIDAY UNIT TWO are permitted, but such signs shall be displayed only in planters or flower beds.
- (h) All numbered lots in HOLIDAY PARK, UNIT TWO, are designated as residential lots which shall not be used for any purpose other than the housing of one single family in accordance with the restrictions elsewhere herein set forth. Any existing or new unit erected on a lot within the District must be owned by the corresponding lot owner. No more than 2 lots shall be owned by the same individual(s), partnership, trust, corporation, limited liability company, or other business entity. A lot shall be rented for no less than ninety (90) days at a time, and no lot may be rented more than three (3) times in any 12-month period. All rentals must comply with 3(j), register with the Holiday Park office for Trustee approval, and pay the required application fee. No more than 20% of the community can be rentals/leases in order to maintain the integrity of the community.
- (i) No animals, snakes, other reptiles, livestock, bee hives, or poultry of any kind shall be kept, raised or bred on any residential lot, except that aquarium fish and (2) caged non-talking birds shall be permitted to be kept as pets on a residential lot. All wild bee hives or intention bee hives on any residential lot shall be the lot owner's responsibility to remove. If said owner does not remove beehive within 10 days after

notification via certified mail, District's Board of Trustees will remove the beehive at lot owner's expense. Any unpaid fee for said removal shall become a lien on the lot where said removal occurs. Provided, however, that household pets are permitted on the following described lots, to wit:

Lots 1 through 67, both inclusive, Lots 144 through 257, both inclusive, and
Lots 277 through 540, both inclusive, in Block 2

AND, provided further that such household pets shall not, at any time, become a public or private nuisance. For the purpose of construing this Paragraph, the term "household pets" shall be deemed to mean only dogs and cats. No household pets shall be permitted to run at large and shall be restrained by a leash not more than ten feet (10') in length whenever the owner thereof removes same from the individual lot or lots occupied by the owner. Provided further, however, that not more than two (2) such household pets may be maintained on the owner's property at any time. Owners are responsible for cleaning up after their pets. (Dogs size: Height, 20 inches MAX.; Weight, 30 lbs. MAX.)

- (j) HOLIDAY PARK PARK AND RECREATION DISTRICT is a community intended and operated as "housing for older persons" within the meaning of the Fair Housing Amendments Act of 1988, 42 U.S.C. Sections 3601, et seq. Except for occupants of dwelling units on lots in Holiday Park Subdivision, Units One and Two, at the time of the adoption of this amendment to the Restrictions, Conditions, Covenants and Reservations, occupancy of dwelling unit on a lot shall not be permitted unless as least one person in such dwelling unit shall be fifty-five (55) years of age or older; provided, however, all other occupants (excluding "under age guests" as defined below) of the dwelling unit must be at least forty-five (45) years of age. In the event that all of the occupants of a dwelling unit who are fifty-five (55) years of age or older shall die or otherwise discontinue occupancy of the dwelling unit, then the District's Board of Trustees is hereby granted and otherwise reserves unto itself the right to terminate the occupancy of the dwelling unit by all persons under fifty-five (55) years of age, if continued occupancy would result in less than eighty percent (80%) of the dwelling units in Holiday Park being occupied by at least one person fifty-five (55) years of age or older. Reasonable exceptions to the foregoing Restrictions shall be authorized by the Board of Trustees pursuant to rules and regulations promulgated, and hereby authorized, by the Board. Said rules and regulations shall, for example, (1) authorize exclusive occupancy of a dwelling unit by an under age bona fide caregiver engaged to provide care for a lot owner who is situated away from the dwelling unit and who is unable to reasonably function without the caregiver's services, or (2) authorize occupancy of a dwelling unit by an under age bona fide caregiver engaged to provide care for a lot owner (in addition to

the lot owner him/herself) who is no longer able to function independently in the dwelling unit. An "under age guest" of a lot owner or an authorized lot renter shall, without restriction due to age or familial status, be permitted to stay in a lot owner/renter's dwelling unit provided such stay does not exceed a total of thirty (30) days in any twelve (12) month period.

- (k) No trade, business, profession or any other type of commercial activity shall be conducted on any lot.
- (l) In order that public services may be rendered within the subdivision, a continuing perpetual easement is hereby reserved in favor of and granted to all companies providing public services and duly constituted governmental bodies having jurisdiction over the premises, and their respective agents, to enter upon and within all parts of the subdivision for lawful purposes in rendering or affording police and fire protection, sanitation services and similar public services within the said subdivision.
- (m) Except for loading and unloading, all vehicles shall be parked off the streets, roads and sidewalks of the subdivision. No more than 3 permanent vehicles may be parked on each lot, excluding golf carts. Temporary parking on grass is allowed only for guests and construction maintenance contractors. No vehicles may be parked on grass on the day of cutting. Vehicles parked on property owned by the District in violation of the above said mentioned rules may be towed at the owner's expense after notice required by law has been given.
- (n) All homes in the subdivision must be appropriately skirted to conceal under-carriage. Type of skirting must be approved by the District's Board of Trustees.
- (o) All homes in the subdivision must be connected to central water and sewer systems serving the premises; and no private wells or septic tanks shall be permitted. If gas appliances are utilized in any home, service must be obtained from a central gas system serving the subdivision; no bottled gas tanks or fuel oil storage tanks shall be permitted on, above or under any lot. There shall be no prohibition against the storage of LP gas containers for use with outdoor barbecue grills (20lb tank).
- (p) All flower beds, planting areas and similar areas on all lots must be kept free of weeds and overgrowth. Lot owners are responsible for removal of mildew from their home. Shrubs and trees must be pruned when needed. Dead shrubs and limbs must be removed. Trees which are removed must have the trunks (base of tree) ground down below the surface of the lawn. Should any lot owner fail to do the above, the District's Board of Trustees may provide for said service at the lot owner's expense after reasonable notice has been given. Any unpaid fee for said service shall become a lien on the property where said service is provided.
- (q) No carport shall be used as a storage area or as an outdoor living space. No indoor furniture or appliances of any type are permitted in a carport. Patio furniture and BBQ grill are allowed.

4. The following provisions with respect to lot maintenance and the recreation facilities shall prevail as to each lot owner and are hereby imposed as to each individual lot:
- (a) Each and every lot owner, by acceptance of the deed conveying title to his lot, covenants and agrees to pay to the HOLIDAY PARK PARK AND RECREATION DISTRICT a general maintenance fee as set forth by the District's Board of Trustees. In connection therewith, there is hereby reserved by the HOLIDAY PARK PARK AND RECREATION DISTRICT the right to enter upon each and every residential lot for the purpose of providing lawn maintenance service or for the purpose of dealing with hazardous and obstructive conditions.
 - (b) In the event that any lot owner shall fail to pay the foregoing fee(s) the HOLIDAY PARK PARK AND RECREATION DISTRICT shall have a lien against the defaulting owner's lot to secure the payment of any and all delinquent fees and collections costs, including reasonable attorney's fees, which lien may be foreclosed in the same manner as mortgage liens may be foreclosed in the State of Florida; provided, however, that such lien for delinquent fees and collection costs shall never be superior to the lien created by any first mortgage held by a national or state commercial bank, a federal or state savings and loan association, or an insurance company.
 - (c) No residential lot owner shall be excused from the payment of the general maintenance fee because of failure to use the recreation facilities, or because of any such residential lot owner voluntarily providing his own lawn maintenance, or any part thereof.
 - (d) It is further provided that all Park facilities provided by the HOLIDAY PARK PARK AND RECREATION DISTRICT in the HOLIDAY PARK community shall be owned and operated by the HOLIDAY PARK PARK AND RECREATION DISTRICT, and that in addition to the general maintenance fee the HOLIDAY PARK PARK AND RECREATION DISTRICT shall be entitled to receive additional fees for services provided and products sold, such as, locker fees, food and beverage services, and similar services. Said additional charges shall be rendered only for services actually performed and goods or products actually sold. Only registered occupants of a lot shall be permitted to utilize recreational Park facilities subject to reasonable use rules and regulations prescribed by the District's Board of Trustees from time to time.
5. These Restrictions, Conditions, Covenants and Reservations are imposed in order to insure proper use and appropriate development and improvements of each residential lot and of the HOLIDAY PARK, UNIT TWO, community as a whole; to insure adequate and reasonable development of the property; and to protect the interests of the HOLIDAY PARK PARK AND RECREATION DISTRICT in the recreation facilities as

well as the right of the HOLIDAY PARK PARK AND RECREATION DISTRICT to provide lawn maintenance services and be compensated therefor.

6. Title to the private roads within the subdivision of HOLIDAY PARK, UNIT TWO is vested in the HOLIDAY PARK PARK AND RECREATION DISTRICT which shall assume responsibility for maintenance and repair of same until public dedication or conveyance of same to a governmental agency having jurisdiction thereover. All lot owners within the subdivision and their invitees shall be and are to be considered licensees of the HOLIDAY PARK PARK AND RECREATION DISTRICT with respect to the use of said private roads for ingress and egress to the various lots with the subdivision and for all lawful purposes.
7. Each of the Restrictions, Conditions, Covenants and Reservations herein set forth shall continue and be binding upon the District's Board of Trustees and upon its successors and assigns, and upon each of them, and all parties and persons claiming under them, for a period of thirty (30) years from the date of recording of the original Declaration of Restrictions, Conditions, Covenants, and Reservations, and automatically thereafter, for successive periods of ten (10) years each. Provided, however, that notwithstanding the foregoing date references contained in this Paragraph, said Restrictions, Conditions, Covenants and Reservations may be altered, amended or rescinded in whole or in part at any time by the then fee owner or owners appearing of record of a majority of the lots in the subdivision. Provided, further, however, that no such alteration, amendment or rescission may be made or shall become effective without the joinder and consent of the District's Board of Trustees. For the purpose of this paragraph, the fee ownership of each lot in the subdivision shall entitle the owner or owners, regardless of the number of such owners, to a single vote for each lot. A vote to change the Restrictions, Conditions, Covenants and Reservations can be initiated in one of two ways:

- (1) By a two-thirds vote of the District's Board of Trustees; or
- (2) When a petition containing signatures of ten percent (10%) of lot owners, a single signature per lot, is presented to the District's Board of Trustees.

The following procedure shall be followed in either case: Within ten (10) days of the initial District's Board of Trustees' vote, or the presentation of a valid petition, the District's Board of Trustees shall call a public information meeting of all lot owners. A vote on the proposed changes shall be set by the District's Board of Trustees, such vote shall occur not less than thirty (30) days, nor more than sixty (60) days, from the date of the public information meeting. A majority of the lot owners (one vote per lot) shall be necessary for adoption of amendment. Voting shall be by ballot and shall be held at a time to be determined by the District's Board of Trustees. Provision for absentee

balloting shall be made by the District's Board of Trustees. A duly adopted amendment shall become effective upon the recording of a Certificate of Amendment to the Declaration of Restrictions, Conditions, Covenants and Reservations in the Public Records of Sarasota County, Florida; said Certificate to be executed by the Chairperson and Secretary, respectively, of, and on behalf of, the District's Board of Trustees.

8. The covenants herein set forth shall run with the land and bind the present owners, their heirs, successors and assigns, and all parties claiming by, through or under them shall be taken to hold, agree and covenant with the owners of said residential lots, their successors and assigns, and with each of them, to conform to and observe all of said Restrictions, Conditions, Covenants and Reservations.
9. The failure of the HOLIDAY PARK PARK AND RECREATION DISTRICT or any of its grantees, successors or assigns, or the owner of any lot or lots affected hereby, to enforce any Restrictions, Conditions, Covenants and Reservations herein set forth, at the time of its violation, shall in no event be deemed a waiver of the right to do so as to any subsequent violation. The violation of these Restrictions, Conditions, Covenants and Reservations shall not defeat nor render invalid the lien of any first mortgage made in good faith and for value.
10. The invalidation of the Restrictions, Conditions, Covenants and Reservations or any part thereof, by Judgement, Court Order or otherwise shall in no way affect any of the other provisions, which shall remain in full force and effect.
11. In order to maintain a community of congenial property owners who are agreeable to abide by the "housing for older persons" restrictions and all other applicable terms, conditions, restrictions and other provisions contained in the relevant Unit's Declaration of Restrictions, Conditions, Covenants and Reservations and the provisions of Chapter 81-441, Laws of Florida, which created the Holiday Park Park and Recreations District, (hereinafter collectively "Restrictions"), the transfer of a lot or lots by any owner shall be subject to the conditions hereinafter set forth for as long as said Restrictions shall remain in force and effect: It shall be necessary for the District's Board of Trustees, or its duly authorized officers, agents or committee, to approve in writing all sales, transfers of title, leases or subleases of a lot, or other occupation of a dwelling unit on a lot, before such sale, transfer, lease, sublease or other occupation shall be valid and effective. Written application for such approval shall contain such information and supporting documentation (including, but not limited to, verifiable proof(s) of age(s) of proposed occupant(s)) as may be reasonably required in application forms promulgated by the District's Board of Trustees and shall be accompanied by a transfer fee to cover the District's Board of Trustees' reasonable expenses as shall be determined by further

resolution(s) of the District's Board of Trustees from time to time; provided, however, the District's Board of Trustees shall not be authorized to charge an application fee in excess of Fifty Dollars (\$50.00).

- 12. Prevailing Party Attorney Fees and Costs. The prevailing party in any litigation (and in any subsequent appellate proceedings) involving the enforcement of the Restrictions and/or the rules and regulations promulgated by the District's Board of Trustees pursuant to said Restrictions, shall be entitled to recover all costs, including, but not limited to, reasonable attorney's fees.

In witness whereof, Holiday Park, Park and Recreation District has caused this Declaration to be executed in its name this 11 day of AUGUST, 2020.

Karin M. Anderson
Witness Signature

Karin M. Anderson
Printed Name

Lisa Hoover
Witness Signature

LISA HOOVER
Printed Name

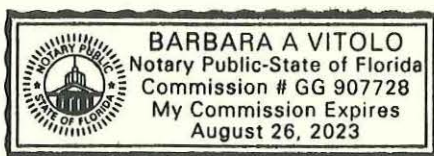
Holiday Park, Park and Recreation District

Dick Gortz
By: Dick Gortz, Chairperson

Cheryl L. Morris
Attest: Cheryl L. Morris, Secretary

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me by means of physical presence or online notarization, this 11 day of August, 2020 by Dick Gortz as Chairperson, and by Cheryl L. Morris, as Secretary, of Holiday Park, Park and Recreation District, a Florida local unit of special purpose government, on behalf of the District, who are personally known to me or have produced _____ as identification. If no type of identification is indicated, the above-named persons are personally known to me.



Barbara A. Vitolo
Notary Public – State of Florida
My Commission Expires: