

# State of Florida



Department of State

I certify that the attached is a true and correct copy of the Articles of Incorporation of MELWOOD OAKS HOMEOWNERS ASSOCIATION, INC., a corporation organized under the Laws of the State of Florida, filed on December 11, 1986, as shown by the records of this office.

The document number of this corporation is N18220.

Given under my hand and the  
Great Seal of the State of Florida,  
at Tallahassee, the Capital, this the  
12th day of December, 1986.



CR2E022 (10-85)

*George Firestone*  
George Firestone  
Secretary of State

ACCEPTED IN OPEN SESSION 12/14/86  
BOARD OF COUNTY COMMISSIONERS, MIAMI-DADE COUNTY

EXHIBIT "B"

O.R. 1242 PG 2889

RECORDED  
1958  
MAY 11 1958

**ARTICLES OF INCORPORATION  
MELWOOD OAKS HOMEOWNERS ASSOCIATION, INC.  
(A Florida Corporation Not-For-Profit)**

In order to form a corporation not-for-profit under and in accordance with Chapter 617 of the Florida Statutes, we, the undersigned, hereby associate ourselves into a corporation not-for-profit for the purposes and with the powers hereinafter set forth and to that end, we do, by these Articles of Incorporation, certify and set forth the following:

**ARTICLE I**

The name of this corporation shall be: MELWOOD OAKS HOMEOWNERS ASSOCIATION, INC.

**ARTICLE II**

The general purpose of this non-profit corporation shall be as follows: to act in the capacity of a "Homeowner's Association" for the operation of a planned residential community known as Melwood Oaks, which is located in Manatee County, Florida, and the carrying out of functions and duties of said Association, as set forth in the Declaration of Restrictions for Melwood Oaks.

As used herein, the terms "Declaration of Restrictions" and "Declaration" shall mean the Declaration of Restrictions for Melwood Oaks which is to be recorded in the Public Records of Manatee County, Florida. As used herein, the word "Corporation" shall be the equivalent of "Association," as defined in the aforesaid Declaration of Restrictions. Words and phrases, when used in these Articles, shall have the same definitions as attributed to them in the aforesaid Declaration of Restrictions. The word "Development" means the real property described in Exhibit "A" to the Declaration of Restrictions and shall describe that residential community known and to be known as Melwood Oaks.

**ARTICLE III**

All persons who are owners of Lots, as defined in the Declaration of Restrictions, within Melwood Oaks shall automatically be members of this Corporation. Such membership shall automatically terminate when such person is no longer the owner of such Lot. Membership in this Corporation shall be limited to such Lot Owners. Subject to the foregoing, admission to and termination of membership shall be governed by the Declaration of Restrictions referred to above.

**ARTICLE IV**

This Corporation shall have perpetual existence.

**ARTICLE V**

Names and residences of the subscribers as to these Articles of Incorporation are as follows:

D. L. Greenhill, 2820 Bay Drive, Bradenton, FL, 33507  
Joel Jarvis, 3411 US 41 North, Palmetto, FL, 33561  
Ron Jarvis, 5211 - 24th Avenue East, Palmetto, FL, 33561

**ARTICLE VI**

The affairs of the Corporation shall be managed and governed by a Board of Directors composed of not less than three (3) nor more than the number specified in the Bylaws. The Directors, subsequent to the first Board of Directors, shall be elected at the annual meeting of the membership, for a term of one (1) year, or until their successors shall be elected and shall qualify. The provisions for such election, and the provisions respecting the removal, disqualification and resignation of Directors and for

filling vacancies on the Board of Directors, shall be established by the Bylaws.

#### ARTICLE VII

Section 1. The principal officers of the Corporation shall be: President, vice President, Secretary and Treasurer, who shall be elected from time to time in the manner set forth in the Bylaws adopted by the Corporation. The offices of Secretary and Treasurer may be combined.

Section 2. Names of the officers who are to serve until the first election of officers, pursuant to the terms of the Declaration of Restrictions and Bylaws, are as follows:

President - D. L. Greenhill  
Vice President - Joel Jarvis  
Secretary/Treasurer - Ron Jarvis

#### ARTICLE VIII

The following persons shall constitute the first Board of Directors and shall serve until the first election of the Board of Directors at the first regular meeting of the membership subject to the applicable provisions of the Bylaws of this Corporation:

D. L. Greenhill  
Joel Jarvis  
Ron Jarvis

#### ARTICLE IX

The Bylaws of the Corporation shall initially be made and adopted by its first Board of Directors, and thereafter may be altered, amended or rescinded in the manner provided for therein. No amendment shall change the rights and privileges of the Developer without the Developer's prior written approval.

#### ARTICLE X

Amendments of these Articles of Incorporation may be proposed by any member or Director and shall be adopted in the same manner as is provided for the amendment of the Bylaws as set forth in Article IX above. Said amendments shall be effective when a copy thereof, together with an attached certificate of its approval by the membership, sealed with the corporate seal, signed by the Secretary or an Assistant Secretary, and executed and acknowledged by the President or Vice President, has been filed with the Secretary of State, and all filing fees paid. Notwithstanding any provision of this article to the contrary, these Articles shall not be amended in any manner which would abridge, amend or alter the rights of the Developer, as set forth in the Declaration of Restrictions, without the prior written consent of such amendment by the Developer. Further, these Articles shall not be amended in any manner which shall amend, modify or affect any provisions, terms, conditions, rights and obligations set forth in the Declaration of Restrictions, as the same may be amended from time to time in accordance with the respective provisions thereof.

#### ARTICLE XI

This Corporation shall have all the powers set forth in Section 617.021, Florida Statutes, and all the powers granted to it by the Declaration of Restrictions. The powers and duties of the Corporation, as provided in the Declaration of Restrictions, shall be deemed repeated in this Article XI.

#### ARTICLE XII

There shall be no dividends paid to any of the members, nor shall any part of the income of the Corporation be distributed to its Board of Directors or officers. In the event that there are

any excess receipts over disbursements as a result of performing services, such excess shall be applied against future expenses and obligations of the Corporation. The Corporation may pay compensation in a reasonable amount to its members, Directors and officers for services rendered and may confer benefits upon its members in conformance with its purposes. Upon dissolution or final liquidation, the corporation shall make distribution of its assets by dedicating the same to a public body or conveying the same to a non-profit organization with similar purposes.

This corporation shall not issue shares of stock of any kind or nature whatsoever. Membership in the Corporation and the transfer thereof, as well as the number of members, shall be upon such terms and conditions as provided for in the Declaration of Restrictions and the Bylaws. The voting rights of the Lot Owners shall be as set forth in the Declaration of Restrictions and/or Bylaws.

#### ARTICLE XIII

The street address of the initial registered office of the Corporation is: 2820 Bay Drive, Bradenton, Florida, 33507, and the name of the initial registered agent of the Corporation at the above address is: D. L. Greenhill.

#### ARTICLE XIV

Each and every Director and officer of the Corporation shall be indemnified by the Corporation against all costs, expenses and liabilities, including counsel fees at all trial and appellate levels, reasonably incurred by or imposed upon him in connection with any proceeding, litigation or settlement in which he becomes involved by reason of his being or having been a Director or officer of the Corporation, and the foregoing provisions for indemnification shall apply whether or not such a person is a Director or officer at the time such cost, expense, or liability is incurred. Notwithstanding the above, in the event of any such settlement, the indemnification provisions provided in this article shall not be automatic and shall apply only when the Board approves such settlement and reimbursement for the costs and expenses of such settlement as in the best interests of the Corporation, and in the event a Director or officer admits or is adjudged guilty of willful misfeasance or malfeasance in the performance of his duties, the indemnification provided in this article may be withheld and in that event may not be available to said Director or officer in the sole determination of the Board of Directors. The indemnification provided in this article shall be in addition to and not exclusive of any and all right of indemnification to which a Director or officer of the Corporation may be entitled under statute or common law.

IN WITNESS WHEREOF the undersigned subscribers have hereunto set their hands this 17<sup>th</sup> day of DECEMBER, 1986.

WITNESSES:

Mark S. Meyer  
Mildred C. Webber  
Mark S. Meyer  
Mildred C. Webber  
Mark S. Meyer  
Mildred C. Webber

D. L. Greenhill  
D. L. GREENHILL

Joel Jarvis  
JOEL JARVIS

Ron Jarvis  
RON JARVIS



STATE OF FLORIDA  
COUNTY OF MANATEE

Before me, the undersigned authority, personally appeared D. L. Greenhill, Joel Jarvis, and Ron Jarvis, to me well known to be the persons described in and who executed and subscribed to the foregoing Articles of Incorporation, and they acknowledged to and before me that they executed and subscribed to the same for the purposes herein expressed.

Witness my hand and official seal in the state and county aforesaid, this 4 day of December, 1986.

*Mildred C. Webber*  
Notary Public

My Commission Expires:  
*March 14, 1989*

BYLAWS OF MELWOOD OAKS HOMEOWNERS' ASSOCIATION, INC.

ARTICLE I

IDENTITY

The following Bylaws shall govern the operation of Melwood Oaks Homeowners' Association, Inc.

The Association is a Florida corporation not-for-profit, organized and existing under the laws of the State of Florida for the purpose of administering the planned residential community to be known as Melwood Oaks, which will be located on land described in Exhibit "A" to the Declaration of Restrictions for Melwood Oaks, as recorded in the Public Records of Manatee County, Florida.

Section 1. The office of the Association shall be at such place as may be set forth in the Articles of Incorporation or the Declaration of Restrictions or as may be subsequently designated by the Board of Directors of the Association.

Section 2. The seal of the Corporation shall bear the name of the Corporation, the word "Florida", the words "Corporation Not-For-Profit," and the year of incorporation.

Section 3. As used herein, the word "Corporation" shall be the equivalent of "Association," as defined in the Declaration of Restrictions for Melwood Oaks. All references to "Declaration of Restrictions" or "Declaration" as used herein, shall mean the aforesaid Declaration of Restrictions. All other words and phrases, as used herein, shall have the same definitions as attributed to them in the aforesaid Declaration of Restrictions. As used herein and in the Declaration of Restrictions and the exhibits thereto, if any, the term "Board of Directors" and "Board of Administration" are synonymous. The term "Lot" or "Lot Owner" shall have the same meaning as such terms have in the Declaration of Restrictions.

ARTICLE II

MEMBERSHIP AND VOTING PROVISIONS

Section 1. Membership in the Association shall be limited to owners of the Lots within Melwood Oaks as described in the Declaration of Restrictions above described. The transfer of ownership to a Lot, either voluntarily or by operation of law, shall terminate membership in the Association, and said membership is to become vested in the transferee. If ownership is vested in more than one person, then all of the persons so owning said Lot shall be members eligible to hold office, attend meetings, and exercise such other rights and privileges of an Owner, but, as hereinafter indicated, the vote of a Lot shall be cast only by the "Voting Member." If ownership is vested in a corporation, said corporation may designate an individual officer or employee of the corporation as its "Voting Member." If ownership is vested in a partnership, said partnership may designate an individual partner of the partnership as its "Voting Member."

Section 2. The owner or owners of each Lot shall have no more and no less than one (1) equal vote for each Lot owned. If a Lot Owner owns more than one (1) Lot, he shall be entitled to one (1) vote for each Lot owned. The vote of a Lot is not divisible.

Notwithstanding the above, the Developer of the Melwood Oaks, as defined in the Declaration of Restrictions, shall have the right to control the affairs of the Association until the earlier of either four (4) months after seventy-five (75%) percent of the Lots in Melwood Oaks have been sold and conveyed

to Owners other than Developer, or five (5) years after the conveyance of the first unit in the first phase of Melwood Oaks Subdivision, or in the event that only one phase of Melwood Oaks Subdivision is ever developed, three (3) years following the conveyance of the first unit of such subdivision. Until such time as Developer has transferred control of the Association to the Lot Owners within Melwood Oaks, as defined in the Declaration of Restrictions, each Lot Owner shall be deemed to be non-voting members of the Association. Provided further, however, that prior to the date control of the Association shall pass to the Owners as set forth herein, the Association is not bound either directly or indirectly to contracts or leases previously entered into by the Developer on behalf of the Association (including a management contract) unless there is right of termination of any such contract or lease, without cause, which is exercisable without penalty at any time after transfer of control, upon not more than ninety (90) days notice to the other party.

Section 3. Unless otherwise provided in these Bylaws, the presence in person or by proxy of a majority of the members total votes shall constitute a quorum.

Section 4. Votes may be cast in person or by proxy. All proxies shall be in writing and signed by the person entitled to vote (as set forth below in Section 5), and shall be filed with the Secretary prior to the meeting in which they are to be used and shall be valid only for the particular meeting designated therein and any adjournment thereof. If a Lot is owned jointly by a husband and wife, and if they have not designated one of them as a Voting Member, a proxy must be signed by both husband and wife where a third person is designated. Where a Lot is owned by a corporation or a partnership or other legal entity the proxy must be signed by a natural person designated by such Owner.

Section 5. If a Lot is owned by one person, his right to vote shall be established by recorded title to the Lot. If a Lot is owned by more than one (1) person, the person entitled to cast the vote for the Lot shall be designated in a certificate, signed by all of the record owners of the Lot and filed with the Secretary of the Association. If a Lot is owned by a corporation, the officer, director or employee thereof entitled to cast the vote of the Lot for the corporation shall be designated in a certificate for this purpose, signed by the President or Vice President, attested to by the Secretary or Assistant Secretary of the Corporation and filed with the Secretary of the Association. If a Lot is owned by a partnership, the general partner or employee thereof entitled to cast the vote of the Lot for the partnership shall be designated in a certificate for this purpose, signed by each of the general partners of the partnership, and filed with the Secretary of the Association. The person designated in such certificate who is entitled to cast the vote for a Lot shall be known as the "Voting Member." If such a certificate is not on file with the Secretary of the Association for a Lot owned by more than one (1) person or by a corporation or partnership, the vote of the Lot concerned shall not be considered in determining the requirement for a quorum, or for any purpose requiring the approval of a person entitled to cast the vote for the Lot, except if said Lot is owned by a husband and wife. Such certificate shall be valid until revoked or until superseded by a subsequent certificate, or until a change in the ownership of the Lot concerned takes place. If a Lot is owned jointly by a husband and wife, the following three (3) provisions are applicable thereto:

(a) They may, but they shall not be required to, designate a Voting Member.

(b) If they do not designate a Voting Member, and both are present at a meeting and are unable to concur in their decision upon any subjects requiring a vote, they shall lose

their right to vote on that subject at that meeting.

(c) Where they do not designate a Voting Member, and only one (1) is present at the meeting, the person present may cast the lot vote, just as though he or she owned the lot individually and without establishing the concurrence of the absent person.

Notwithstanding the foregoing, no Lot Owner shall be entitled to vote in the affairs of the Association until such time as the Developer, as defined in the Declaration of Restrictions, has transferred control of the Association to the Lot Owners within Melwood Oaks.

### ARTICLE III

#### MEETING OF THE MEMBERSHIP

Section 1. All meetings of the Association and membership shall be held in Manatee County, Florida, at such place and at such time as shall be designated by the Board of Directors of the Association and stated in the notice of the meeting.

Section 2. It shall be the duty of the Secretary to mail or deliver a notice of each annual or special meeting, stating the time and place thereof to each Lot Owner of record at least fourteen (14), but not more than thirty (30) days prior to such meeting. Notice of any annual or special meeting shall state the purpose thereof and said meeting shall be confined to the matters stated in said notice. All notices shall be mailed to or served at the address of the Lot Owner as it appears on the books of the Association.

Section 3. The annual meeting for the purpose of electing Directors and transacting any other business authorized to be transacted by the members shall be held once in each calendar year at such time and on such date in each calendar year as the Board of Directors shall determine. At the annual meeting, the members shall elect by plurality vote (cumulative voting is prohibited), a Board of Directors and shall transact such other business as may properly be brought before the meeting. Until such time as the Developer is required to transfer control of the Association to the Lot Owners within Melwood Oaks, Developer may, but shall not be required to, convene annual or special meetings of the Association. Notwithstanding that the Developer may convene annual or special meetings during such time as Developer has control of the Association, the First Annual Meeting of the Association, as such phrase may be used herein or in the Articles of Incorporation, shall be deemed to be that meeting at which the Developer transfers control of the Association to the Lot Owners.

Section 4. Special meetings of the members for any purpose or purposes, unless otherwise prescribed by statute, may be called by the President and shall be called by the President or Secretary at the request, in writing, of a majority of the Board of Directors or at the request, in writing, of Voting Members representing twenty-five (25%) percent of the members' total votes, which request shall state the purpose or purposes of the proposed meeting. Business transacted at all special meetings shall be confined to the object stated in the notice thereof. Any special meeting of the membership at which a member or members to the Board of Directors are elected, the members shall elect such Directors by plurality voting (cumulative voting is prohibited).

Section 5. Whenever the vote of members at a meeting is required or permitted by any provision of these Bylaws to be taken in connection with any action of the Association, the meeting and vote of members may be dispensed with if not less than seventy-five (75%) percent of the members who would have been entitled to vote upon the action if such meeting were held,

shall consent in writing to such action being taken; however, notice of such action shall be given to all members unless all members approve such action.

Section 6. If any meeting of the members cannot be organized because a quorum of Voting Members is not present, either in person or by proxy, the meeting shall be adjourned from time to time until a quorum is present.

Section 7. All business properly brought before any meeting shall be decided by majority vote.

#### ARTICLE IV

##### DIRECTORS

Section 1. Subject to the terms and provisions of the Declaration of Restrictions, the affairs of the Association shall be governed by a Board of Directors composed of not less than three (3) nor more than seven (7) persons, as is determined from time to time by the members. The term of each Director's service shall extend until the next annual meeting of the members, and thereafter, until his successor is duly elected and qualified, or until he is removed in the manner provided in Section 3 below. All Directors shall be members of the Association, provided, however, that all Directors that the Developer is entitled from time to time to elect or designate need not be members of the Association. Notwithstanding the provisions of these Bylaws, until such time as the Developer is required to transfer control of the Association to the Lot Owners in accordance with the terms and conditions of the Declaration of Restrictions, the Developer shall have the sole and exclusive control over all the affairs and other matters of the Association and the Developer shall have the sole and exclusive right to elect all officers and Directors of the Association during the period of such control. During the period of such control, as aforesaid, all members of the Association, other than the Developer, shall have a non-voting membership in the Association unless expressly waived in writing by the Directors and the Developer. Upon the Developer turning over control of the Association to the members as provided herein, the Developer shall have the right to appoint a member to the Board of Directors for so long as Developer or any entity related to the Developer holds for sale in the ordinary course of business one or more Lots in Melwood Oaks. Upon the Developer turning over control of the Association as provided hereinabove, the members shall fix the number and elect the Board as provided for herein.

Section 2. The first Board of Directors of the Association who shall hold office and serve until the first annual meeting of the members, and until their successors have been elected by plurality vote and qualified, shall consist of the following:

D. L. Greenhill  
Joel Jarvis  
Ron Jarvis

The organizational meeting of a newly elected Board of Directors of the Association shall be held within ten (10) days of their election at such place and time as shall be fixed by the Directors at the meeting at which they were elected, and no further notice of the organizational meeting shall be necessary, provided a quorum shall be present.

Section 3. Subject to Section 1 above, at any time after the first annual meeting of the membership, at such duly convened regular or special meeting, any one or more of the Directors may be removed, with or without cause, by the affirmative vote of the Voting Members, casting not less than two-thirds (2/3) of the total votes present at such meeting, and a successor may then and

there be elected to fill the vacancy thus created. Should the membership fail to elect said successor, the Board of Directors may fill the vacancies in the manner provided in Section 4 below.

Section 4. If the office of any Director or Directors becomes vacant by reason of death, resignation, retirement, disqualification, removal from office or otherwise, the majority of the remaining Directors, though less than a quorum, shall choose a successor or successors who shall hold office for the balance of the unexpired term in respect to which such vacancy occurred. The election held for the purpose of filling said vacancy may be held at any regular or special meeting of the Board of Directors.

Section 5. Any Director may resign at any time by sending a written notice of such resignation to the office of the Corporation, delivered to the Secretary. Unless otherwise specified therein, such resignation shall take effect upon receipt thereof by the Secretary. Commencing with the organizational meeting of a newly elected Board of Directors following the first annual meeting of the members of the Association, more than three (3) consecutive absences from regular meetings of the Board of Directors, unless excused by resolution of the Board of Directors, shall automatically constitute a resignation effective when such resignation is accepted by the Board of Directors. Commencing with the Directors' election at the first annual meeting of the membership, the transfer of title of his lot by a Director shall automatically constitute a resignation, effective when such resignation is accepted by the Board of Directors. No member shall continue to serve on the Board should he be more than thirty (30) days delinquent in the payment of an assessment, and said delinquency shall automatically constitute a resignation, effective when such resignation is accepted by the Board of Directors. Notwithstanding the foregoing, Directors appointed or elected by the Developer are not required to be a member of the Association.

Section 6. The Board of Directors may establish a schedule of regular meetings to be held at such time and place as the Board of Directors may designate. Notice of such regular meetings shall, nevertheless, be given to each Director personally or by mail, telephone or telegraph at least five (5) days prior to the day named for such meeting.

Section 7. Special meetings of the Board of Directors may be called by the President, and in his absence, by the Vice President, or by a majority of the members of the Board of Directors, by giving five (5) days' notice in writing, to all of the members of the Board of Directors of the time and place of said meeting. All notices of special meetings shall state the purposes of the meeting.

Section 8. Before or at any meeting of the Board of Directors, any Director may waive notice of such meeting, and such waiver shall be deemed the equivalent to the giving of notice. Attendance by a Director at any meeting of the Board shall be a waiver of notice by him of the time and place thereof. If all of the Directors are present at any meeting of the Board, no notice shall be required and any business may be transacted at such meeting.

Section 9. At all meetings of the Board of Directors, a majority of the Directors shall constitute a quorum for the transaction of business, and the acts of the majority of the Directors present at such meeting at which a quorum is present shall be the acts of the Board of Directors. If, at any meeting of the Board of Directors, there be less than a quorum present, the majority of those present may adjourn the meeting from time to time. At each such adjourned meeting, any business which might

have been transacted at the meeting, as originally called, may be transacted without further notice. The joinder of a Director in the action of a meeting by signing and concurring in the minutes thereof shall constitute the presence of such Director for the purposes of determining a quorum.

Section 10. Officers and Directors of the Association shall not be entitled to any fee or compensation for acting in such capacity. Notwithstanding the above, however, an officer, director or other member of the Association shall be entitled to compensation for actual services rendered to the Association in such amounts and upon such terms as may be determined by the Board of Directors.

Section 11. The Board of Directors of the Association shall have the powers and duties necessary for the administration of the affairs of the Association and shall do all such acts and things as are not by law or by the Declaration of Restrictions, the Articles of Incorporation, or these Bylaws, prohibited. These powers shall specifically include, but shall not be limited to the following:

(a) To exercise all powers specifically set forth in the Declaration of Restrictions, the Articles of Incorporation, and in these Bylaws, and all powers incidental thereto.

(b) To make assessments for the purposes set forth in the Declaration of Restrictions; to collect said assessments and to use and expend the assessments to carry out the purposes and powers of the Association and to file liens and foreclose same in the event of non-payment and to do all other things permitted by the Declaration of Restrictions.

(c) To employ, dismiss and control the personnel necessary for the maintenance and operation of any property or facility to be maintained or operated by the Association, including the right and power to employ attorneys, accountants, contractors, and other professionals, as the need arises.

(d) To make and amend rules and regulations as set forth in the Declaration of Restrictions.

(e) To contract for the management of any property or facility to be maintained or operated by the Association and to delegate to such person or entity all of the powers and duties of the Association, except those which may be required by the Declaration to have the approval of the Board of Directors or membership of the Association, and those powers and duties which the Board of Directors, by law, may not delegate.

(f) To designate one or more committees which, to the extent provided in the resolution designating said committee, shall have the powers of the Board of Directors in the management, affairs and business of the Association. The committee or committees shall have such name or names as may be determined from time to time by the Board of Directors and said committees shall keep regular minutes of their proceedings and report the same to the Board of Directors, as required.

The foregoing powers shall be exercised by the Board of Directors or its agents, contractors or employees, subject only to approval by the membership when such is specifically required.

#### ARTICLE V

#### OFFICERS

Section 1. The principal officers of the Association shall be a President, a Vice President, a Secretary and a Treasurer, all of whom shall be elected by the Board of Directors. One

person may not hold more than one of the aforementioned offices, except one (1) person may be both Secretary and Treasurer. The President shall be a member of the Board of Directors.

Section 2. The officers of the Association designated in Section 1 above shall be elected annually by the Board of Directors at the organizational meeting of each new Board following the meeting of the members.

Section 3. The Board may appoint Assistant Secretaries and Assistant Treasurers and such other officers as the Board of Directors deem necessary.

Section 4. The officers of the Association shall hold office until their successors are chosen and qualify in their stead. Any officer elected or appointed by the Board of Directors may be removed at any time, with or without cause, by the Board of Directors, provided, however, that no officer shall be removed except by the affirmative vote for removal by a majority of the whole Board of Directors. If the office of any officer becomes vacant for any reason, the vacancy shall be filled by the Board of Directors.

Section 5. The President shall be the chief executive officer of the Association; he shall preside at all meetings of the membership and of the Board of Directors. He shall have executive powers and general supervision over the affairs of the Association and other officers. He shall sign all written contracts, perform all of the duties incident to his office and which may be delegated to him from time to time by the Board of Directors.

Section 6. The Vice President shall perform all of the duties of the President in his absence and such other duties as may be required of him from time to time by the Board of Directors of the Association.

Section 7. The Secretary shall issue notices of all Board of Directors meetings and all meetings of the membership; he shall attend and keep the minutes of same; and he shall have charge of all of the Association's books, records, and papers, except those records to be kept by the Treasurer and he shall attest to all written contracts or other instruments required by the Board of Directors.

The Assistant Secretary shall perform the duties of the Secretary in the Secretary's absence.

Section 8. The Treasurer shall:

(a) Have custody of the Association's funds and securities and shall keep full and accurate accounts of receipts and disbursements and books belonging to the Association, and shall deposit all monies and other valuables in the name of and to the credit of the Association in such depositories as may be designated from time to time by the Board of Directors. The books shall reflect an account for each separate lot.

(b) Disburse the funds of the Association as may be ordered by the Board of Directors in accordance with these Bylaws, making proper vouchers for such disbursements, and shall render to the President and the Board of Directors at the regular meetings of the Board of Directors, or whenever they may require, an account of all his transactions as the Treasurer and of the financial condition of the Association.

(c) Collect the assessments and promptly report the status of collections and all delinquencies to the Board of Directors.



(d) Give status reports to potential transferees on which reports transferees may rely.

The Assistant Treasurer shall perform the duties of the Treasurer when the Treasurer is absent.

#### ARTICLE VI

##### FINANCES AND ASSESSMENTS

Section 1. The funds of the Association shall be deposited in such banks and depositories as may be determined by the Board of Directors from time to time upon resolutions approved by the Board of Directors, and shall be withdrawn only upon checks and demands for money signed by such officer or officers of the Association as may be designated by the Board of Directors. Obligations of the Association shall be signed by at least two (2) officers of the Association.

Section 2. The Board of Directors shall determine whether to bond the Treasurer and all officers who are authorized to sign checks, and any contractor handling or responsible for Association funds, and if bonded, the amount of such bond shall be determined by the Board of Directors. All members of the Board of Directors of the Association and other employees of the Association shall be bonded in an amount to be determined by the Board of Directors, but in no event shall such insurance be in an amount less than that specified in the FNMA Lending Guide, Chapter Three, Part 5, Insurance Requirements, as the same may be modified from time to time. Premiums on such bonds shall be paid by the Association.

Section 3. The Association shall be on a calendar year basis beginning with the calendar year in which the Declaration of Restrictions is recorded in the Public Records of Manatee County, Florida. Notwithstanding the foregoing, the Board of Directors is authorized to change to a fiscal year in accordance with the provisions and regulations from time to time described by the Internal Revenue Code of the United States of America, at such time as the Board of Directors deems it advisable. Notwithstanding the foregoing, the Board of Directors may not change the calendar for the Association, as hereinbefore provided, without the approval of all the members of the Board of Directors that are elected or designated by the Developer.

##### Section 4.

(a) The Board of Directors of the Association shall fix and determine from time to time the sum or sums necessary and adequate to pay for the expenses of the Association. The Association expenses shall include those expenses as set forth in the Declaration of Restrictions, including the cost of carrying out the powers and duties of the Association, and such other expenses as are determined by the Board of Directors and as provided in the Declaration of Restrictions. The Board of Directors is specifically empowered on behalf of the Association, to make and collect assessments subject to the provisions hereof and of the Declaration of Restrictions. Funds for the payment of Association expenses shall be assessed against the lots on an equal basis as provided for in the Declaration. Said assessments shall be payable in advance on a monthly, bi-monthly or quarterly basis, as determined by the Board of Directors, and shall be due on the first day of the applicable period in advance, unless otherwise ordered by the Board of Directors. Special assessments, should such be required by the Board of Directors, shall be levied in the same manner as hereinbefore provided for regular assessments and shall be payable in the manner determined by the Board of Directors, in accordance with the provisions of the Declaration of Restrictions.

(b) When the Board of Directors has determined the amount of any assessment, the Treasurer of the Association shall mail or present to each Lot Owner a statement of his lot assessment. All assessments shall be payable to the Treasurer of the Association and, upon request, said Treasurer shall give a receipt for each payment made to him.

(c) The Board of Directors shall adopt an operating budget for the calendar year pursuant to Declaration of Restrictions.

Section 5. All sums collected by the Association from assessments other than working capital contributions which shall be maintained in an account for the use and benefit of the Association for such purposes as set forth in the Declaration of Restrictions, may be commingled in a single fund or divided into more than one fund as determined by the Board of Directors of the Association. All assessment payments by a Lot Owner shall be applied as to interest, delinquencies, costs, late charges, and attorney's fees, other charges, expenses and advances, as provided herein and in the Declaration of Restrictions, and general or special assessments, in such manner and amounts as the Board of Directors determines in its sole discretion.

Section 6. If a Lot Owner shall be in default in the payment of an installment upon any assessment, the Board of Directors may accelerate the remaining monthly or quarterly installments for the calendar year upon notice thereof to the Lot Owner and, thereupon, the unpaid balance of the assessment shall become due upon the date stated in the notice, but not less than fifteen (15) days after delivery of or the mailing of such notice to the Lot Owner.

Section 7. An audit of the accounts of the Association shall be made annually commencing with the calendar year after the year in which the first annual meeting takes place, as provided for in Article II, Section 3, of these Bylaws. Said audit shall not be required to be certified but shall be prepared by such accountant as the Board of Directors determines and a copy of said report shall be available to the members of the Association in the office of said Association and with the Treasurer of the Association. Said report shall be available not later than ninety (90) days after the end of the year for which the report is made. Notwithstanding the foregoing, until such time as the Developer has transferred control of the Association to the Lot Owners as set forth in the Declaration of Restrictions, the Board of Directors is required only to render an unaudited financial statement for each calendar year, and such statement shall be made available to members of the Association, however, the Board of Directors, in its sole discretion, may cause an audit of the accounts of the Association to be made by an accountant during the period wherein same is not required, as herein provided.

## ARTICLE VII

### COMPLIANCE AND DEFAULT

Section 1. Except as otherwise provided by the Declaration of Restrictions, in the event of the violation (other than the nonpayment of an assessment) by a Lot owner, their tenants, guests, invitees or employees, of any of the provisions of the Declaration of Restrictions or of these Bylaws, the Association, by direction of its Board of Directors, may notify the said violator by written notice of said breach, transmitted by mail, and if such violation shall continue for a period of thirty (30) days from the date of the notice, the Association, through its Board of Directors, shall have the right to treat such violation as an intentional and inexcusable material breach of the Declaration or of these Bylaws, and the Association may then, at its option, have the following elections: (a) an action at law to

recover damages on behalf of the Association or on behalf of any other Lot Owner; (b) an action in equity to enforce performance on the part of the violator; or (c) an action in equity for such equitable relief as may be necessary under the circumstances, including injunctive relief.

Upon finding by the court that the violation complained of is willful and deliberate, the violator shall reimburse the Association for reasonable attorney's fees incurred by it in bringing such action. Failure on the part of the Association to maintain such action at law or in equity within thirty (30) days from the date of a written request, signed by any Lot Owner sent to the Board of Directors, shall authorize said Lot Owner to bring an action in equity or suit at law on account of the violation. Any violations which are deemed by the Board of Directors to be a hazard to public health may be corrected immediately as an emergency matter by the Association, and the cost thereof shall be charged to the Lot Owner as a specific item which shall be a lien against said Lot with the same force and effect as if the charge were a part of the Association expense.

Section 2. All Lot Owners shall be liable for the expense of any maintenance, repair or replacement to any properties or facilities maintained by the Association rendered necessary by his act, neglect or carelessness, or by that of any member of his family, or their guests, employees, agents, tenants or invitees, but only to the extent that such expense is not met by the proceeds of insurance carried by the Association. Such liability shall include any increase in insurance rates occasioned by use, misuse, occupancy or abandonment of any Lot or their appurtenances. Nothing herein contained, however, shall be construed so as to modify any waiver by an insurance company of rights of subrogation. Expense for any maintenance, repair or replacement required, as provided in this Section, shall be charged to said Lot Owner as a specific item, which shall be a lien against said Lot with the same portion affect as if the charge were a part of the Association expense.

Section 3. In any proceeding arising because of an alleged default by a Lot Owner, the prevailing party shall be entitled to recover the cost of the proceeding and such reasonable attorney's fees, including costs and reasonable attorney's fees on appeal as may be determined by the court.

Section 4. The failure of the Association or of a Lot Owner to enforce any right, provision, covenant or condition which may be granted by the Declaration of Restrictions or these Bylaws shall not constitute a waiver of the right of the Association or Lot Owner to enforce such right, provision, covenant or condition in the future.

Section 5. All rights, remedies and privileges granted to the Association or any Lot Owner pursuant to any terms provisions, covenants or conditions of the Declaration of Restrictions, shall be deemed to be cumulative and the exercise of any one or more shall not be deemed to constitute an election of remedies, nor shall it preclude the party thus exercising the same from exercising such other and additional rights, remedies or privileges as may be granted to such other party by the Declaration of Restrictions, or these Bylaws, or at law or in equity.

#### ARTICLE VIII

##### ACQUISITION OF LOTS

At any foreclosure sale of a Lot the Board of Directors may, with the authorization and approval of the voting members casting not less than a majority of the total votes of the members present at any regular or special meeting of the members

wherein said matter is voted upon, acquire, in the name of the Association, or its designee, a Lot being foreclosed. The term "foreclosure", as used in this Section, shall mean and include any foreclosure of any lien, including the Association's lien for assessments. The power of the Board of Directors to acquire a Lot at any foreclosure sale shall never be interpreted as any requirement or obligation on the part of the said Board of Directors or of the Association to do so at any foreclosure sale, provisions hereof being permissive in nature and for the purpose of setting forth the power of the Board of Directors to do so should the requisite approval of the voting members be obtained. The Board of Directors shall not be required to obtain the approval of a Lot Owner at the foreclosure sale of a Lot due to the foreclosure of the Association's lien for assessments under the provisions of the Declaration of Restrictions, notwithstanding the sum the Board of Directors determines to bid at such foreclosure sale.

#### ARTICLE IX

##### AMENDMENT TO THE BYLAWS

These Bylaws may be altered, amended or added to at any duly called meeting of the membership, provided: (a) notice of the meeting shall contain a statement of proposed amendment; and (b) the amendment shall be approved by the affirmative vote of the voting members casting not less than seventy-five percent (75%) of the total votes of the members of the Association; and (c) said amendment shall be certified, as required by the Declaration of Restrictions. Notwithstanding anything above to the contrary, these Bylaws may not be amended without a prior written resolution requesting the said amendment from the Board of Directors; and (d) notwithstanding the foregoing, all the terms and provisions of this Article IX shall be subject to terms and conditions of the Declaration of Restrictions, which shall be deemed paramount to the provisions of this Article of the Bylaws. No amendment of these Bylaws shall change the rights and privileges of the Developer without the Developer's prior written approval.

#### ARTICLE X

##### NOTICES

Every notice that is required to be sent hereunder shall be delivered or sent in accordance with the applicable provisions for notices, as set forth in the Declaration of Restrictions.

#### ARTICLE XI

##### INDEMNIFICATION

The Association shall indemnify every director and every officer, his heirs, executors and administrators, against all loss, cost and expense reasonably incurred by him in connection with any action, suit or proceeding to which he may be made a party by reason of his being or having been a director or officer of the Association, including reasonable counsel fees and costs and reasonable counsel fees on appeal, to be approved by the Association, except as to matters wherein he shall be finally adjudged in such action, suit or proceeding, to be liable for or guilty of gross misfeasance or willful misfeasance. The method of indemnifying a director or officer in the event of a settlement shall be as set forth in The Articles of Incorporation. The foregoing rights shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled by statute or by common law.

ARTICLE XII

LIABILITY SURVIVES TERMINATION OF MEMBERSHIP

The termination of membership in the Association shall not relieve or release any such former owner or member from any liability or obligation incurred under or in any way connected with the Association during the period of such ownership of a Lot and membership in the Association or impair any rights or remedies which the Association may have against such former owner and member arising out of or in any way connected with such ownership and membership, and the covenants and obligations incident thereto.

ARTICLE XIII

LIMITATION OF LIABILITY

Notwithstanding the duty of the Association to maintain and repair areas or facilities as provided in the Declaration of Restrictions, the Association shall not be liable for injury or damage caused by a latent condition in the property, nor for any injury or damage caused by the elements or by other owners or persons or by the negligence, carelessness of the party or parties injured.

ARTICLE XIV

PARLIAMENTARY RULES

Robert's Rules of Order (latest edition) shall govern the conduct of the Association's meeting when not in conflict with the Declaration of Covenant and Restrictions, or these Bylaws.

ARTICLE XV

PARAMOUNT RIGHTS OF THE DEVELOPER

All of the applicable terms and provisions of all the Articles and the Sections thereunder of these Bylaws shall be subject to the provisions of the Declaration of Restrictions as to the rights and powers of the Developer, which rights and powers shall be deemed paramount to the applicable provisions of the Articles and Sections hereunder of these Bylaws.

ARTICLE XVI

LIENS

Section 1. All liens against a Lot, other than for permitted mortgages, taxes, or special assessments, shall be satisfied or otherwise removed within thirty (30) days of the date the lien attaches. All taxes and special assessments upon a Lot shall be paid before becoming delinquent, as provided in the Declaration of Restrictions and Bylaws or by law, whichever is sooner.

Section 2. A Lot Owner shall give notice to the Association of every lien upon his Lot as the case may be, other than for permitted mortgages, taxes and special assessments, within five (5) days after the attaching of said lien.

Section 3. A Lot Owner shall give notice to the Association of every suit or other proceeding which will or may affect title to his Lot as the case may be; such notice to be given within five (5) days after the Lot Owner receives notice thereof.

Section 4. Failure to comply with this Article concerning liens will not affect the validity of any judicial sale.

Section 5. The Association may maintain a register of all

first mortgages, and at the request of a first mortgagee, the Association shall forward copies of all notices for unpaid assessments or violations served upon a Lot Owner to said first mortgagee. If a register is maintained, the Board of Directors of the Association shall make such change as it deems appropriate against the applicable lot for supplying the information provided herein.

ARTICLE XVII

RULES AND REGULATIONS

Section 1. The Board of Directors may from time to time adopt or amend previously adopted administrative rules and regulations as set forth in the Declaration of Restrictions. A copy of the rules and regulations adopted from time to time as herein provided, shall be furnished to each Lot Owner.

Section 2. The Board of Directors may from time to time adopt or amend previously adopted rules and regulations governing and restricting the use and maintenance of the Lots, provided, however, that copies of such rules and regulations, prior to the time same become effective, shall be furnished to each Lot Owner.

Section 3. In the event of any conflict between the rules and regulations adopted, or from time to time amended, and the Declaration of Restrictions, the latter shall prevail. If any unreconciled conflict should exist or hereafter arise with respect to the interpretation of these Bylaws as between these Bylaws and the Declaration of Restrictions, the provisions of said Declaration shall prevail.

Approved and declared, as the Bylaws of the Melwood Oaks Homeowners' Association, Inc.

Dated this 4<sup>th</sup> day of DECEMBER, 1986.

MELWOOD OAKS HOMEOWNERS'  
ASSOCIATION, INC.

BY:   
PRESIDENT

ATTEST:   
SECRETARY

FILED AND RECORDED  
R.B. SHORE, CLERK  
MANATEE COUNTY, FL.  
DEC 7 4 18 PM '86

# **MELWOOD OAKS HOMEOWNERS ASSOCIATION, INC**

*This is an abbreviated list of specific deed restrictions and by no means represents the full Declaration of Restrictions, but rather a limited highlight of a few restrictions. For a full listing, and in depth details, refer to Melwood Oaks Homeowners Association, Inc. "Certificate of Amendment To The Restated Declaration of Restrictions of Melwood Oaks-Phases 1, 11A, and 11B." This and other documents can be found on [www.MelwoodOaks.com](http://www.MelwoodOaks.com). The Declarations can also be found on file with the Manatee County clerk's office online [www.ManateeClerk.com](http://www.ManateeClerk.com).*

c/o Sunvast Management & Service, 321 Interstate Blvd., Sarasota, FL., 34240  
Tel: 941-378-0260 Fax: 941-378-0322 [www.melwoodoaks.com](http://www.melwoodoaks.com)



## **Basic Deed Restrictions**

1. Single family residential use only. No commercial activity shall be conducted there on.
2. Nuisances: No obnoxious or offensive activity shall take place upon any lot nor shall anything be done thereon that may be or become a nuisance to the neighborhood and any legal use or uses not in conformity with the zoning and land use classifications applicable to the subdivision is prohibited.
3. No signs of any kind shall be displayed to public view. A realtor's sign or for sale or rent by owner, not to exceed 24"x34" may be permitted on property.
4. Fences are owner's responsibility to maintain and replace. Replacement Fence must be Tan PVC Horizontal Shadow Box, and pre-approved by Board. Board reserves the right to notify owner when fence is in need of repair or replacement.
5. Parking restrictions: No parking on the grass or in the road overnight by residents or guests. No overnight parking of campers, boats, motor homes, trailers or commercial vehicles. Any vehicle in violation will be towed at owner's expense without notice. Inoperable, abandoned or junk vehicles including those with expired tags are not permitted in the subdivision. No major repairs to vehicles are permitted.
6. Leasing is for one (1) year minimum to the same tenant. Tenant must agree to respect the deed restrictions and by-laws of the Melwood Oaks HOA. Lease application must be submitted and approved by the board of directors of the HOA, which charges \$50.00 per person on said lease. Effective March 3, 2016, new owner is prohibited from leasing the lot until one (1) year after the deed transferring title to the owner has recorded in the public records.
7. Pets: No more than a total of two shall be kept. Maximum weights: Dogs 40lbs, Cats 10lbs. Pets must be well behaved and kept on a leash in common areas. Cats must be confined to fenced in areas. Owners must clean up after their pets or be subject to a fine.
8. Each owner shall maintain the residence in a safe, attractive and neat condition. The repair on any damage, decay or evidence of wear and tear of exterior portion shall be made properly by owner. The association has the right to make such repairs as necessary to compliance and may add cost of such repairs to owner's annual assessment. Trimming and replacement of trees and foliage on owner's lot are homeowner's responsibility,
9. Assessments are due on the first day of the month. Any assessments not paid within 15 days after the due date shall be deemed in default and shall bear interest from the due date at the rate of 18%. The association may bring action at law against the owner to pay the same or may foreclose the lien against the property.
10. Melwood Oaks Home Owners Association encourages all owners to review the declaration of restrictions and by laws. These can be found on file with the Manatee County clerk's office online at [www.manateeclerk.com](http://www.manateeclerk.com) or [www.melwoodoaks.com](http://www.melwoodoaks.com).
11. Authority to deny rental or lease of any unit if the property is in violation of the maintenance standards or is not in acceptable condition.

Acknowledged: \_\_\_\_\_ Date: \_\_\_\_\_

Acknowledged: \_\_\_\_\_ Date: \_\_\_\_\_

## **MELWOOD OAKS HOMEOWNERS ASSOCIATION, INC**

*This is an abbreviated list of specific deed restrictions and by no means represents the full Declaration of Restrictions, but rather a limited highlight of a few restrictions. For a full listing, and in depth details, refer to Melwood Oaks Homeowners Association, Inc. "Certificate of Amendment To The Restated Declaration of Restrictions of Melwood Oaks-Phases 1, 11A, and 11B." This and other documents can be found on [www.MelwoodOaks.com](http://www.MelwoodOaks.com). The Declarations can also be found on file with the Manatee County clerk's office online [www.ManateeClerk.com](http://www.ManateeClerk.com).*

c/o Sunvast Management & Service, 321 Interstate Blvd., Sarasota, FL., 34240  
Tel: 941-378-0260 Fax: 941-378-0322 [www.melwoodoaks.com](http://www.melwoodoaks.com)

May 11, 2016



### **SUMMER POOL SAFETY**

Dear Residents,

Melwood Oaks HOA thinks it is a perfect time for our residents to review pool rules so that you and your family can enjoy the long awaited summer. Several times recently non-residents have been seen jumping the fence and utilizing the pool and vandalizing the furniture. We have purchased new pool furniture and need everyone to do their part to properly use and not damage this investment. If you witness suspicious behavior, please inquire. Also, the pool area is for the entire community. Remember to be considerate of your fellow residents. It is not to be monopolized by or for private parties. There is no lifeguard on duty. Please, clean up after yourself and obey the pool rules. Violators will be subject to a fine.

- Pool for residents only. **Homeowner must be present** with the guests.
- Children 16 years of age and younger must be supervised by adult.
- Capacity 14 people.
- Hours are dawn to dusk.
- Shower before entering pool.
- **No food or drink in pool area or on pool deck.**
- No pets.
- No glass containers.
- **No diving.**
- The pool area is designated tobacco free. For the health of all residents smoking is not allowed.

We do our best to keep everyone safe. So please be aware about what is going on. If you see anyone disobeying the rules, please notify SunVast immediately. We appreciate everyone's cooperation. Thank You.

Sincerely,

James Ro  
SunVast Mgmt. & Services



RERECORD TO CORRECT PRIOR RECORDING WHICH FAILED TO ATTACH EXHIBITS "B" AND "C".

185984

DECLARATION OF RESTRICTIONS

MELWOOD OAKS-PHASE I SUBDIVISION

280815

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, MELWOOD OAKS CORPORATION, a Florida Corporation (hereinafter referred to as "Developer"), being the owner of the following described land located in Manatee County, Florida, to wit:

All of MELWOOD OAKS-Phase I Subdivision, as shown on the plat thereof recorded in Plat Book 23, Page 157 through 158, inclusive of the Public Records of Manatee County, Florida.

In order to protect the health and welfare of the public and to protect property values and to maintain the attractiveness of the community, Developer hereby imposes the following covenants and restrictions on the use of the above-described real property, specifying that this Declaration shall constitute a covenant running with the land, that each deed to any owner of a lot in this subdivision shall contain a reference to this Declaration of Restrictions as recorded in the Public Records of Manatee County, Florida, and that the restrictions set forth in this Declaration of Restrictions shall be binding for a period set forth hereinafter and shall be for the benefit of and limitation on all present and future owners of the real property:

I  
DEFINITIONS

1. "Architectural Control Committee," means that body organized and established to oversee the development and maintenance of the Subdivision.
2. "Association" means Melwood Oaks Homeowners Association, Inc., a Florida not-for-profit corporation, organized and established for the purposes set forth herein.
3. "Board of Directors" means the Board of Administration of Melwood Oaks Homeowners Association, Inc.
4. "Common Area" shall mean all real property, including any improvements located thereon owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association at the time of the conveyance of the first lot is all that real property comprising Melwood Oaks-Phase I Subdivision other than platted lots as shown on the recorded plat of the subdivision, specifically including all private roads.
5. "Developer" means MELWOOD OAKS CORPORATION, a Florida Corporation, its successors and assigns.
6. "Lot" means a platted lot in the Subdivision.
7. "Owner" means an owner of a lot in the Subdivision.
8. "Subdivision" means MELWOOD OAKS-PHASE I SUBDIVISION according to the plat thereof recorded at Plat Book 23, Page 157 through 158, inclusive, of the Public Records of Manatee County, Florida, and such other parcels of real property which the Developer may also develop as platted subdivisions which shall be identified utilizing an arabic numeral preceded by the name "Melwood Oaks Phase", which numerals may, but need not be sequential. The Developer shall submit such subsequently platted subdivisions to the provisions of these restrictions and covenants by filing a submission statement subsequent to the platting of such subdivision; provided further, however, the Developer reserves the exclusive rights to modify the provisions of this Declaration of Restrictions as to any such subsequently platted subdivisions. Upon the imposition of this Declaration of

O.R. 1242 PG 1207

RECORD VERIFIED  
R.B. SHORE CLERK OF CIRCUIT COURT

O.R. 1195 PG 0089

BY: *[Signature]*

Restrictions as to any such subsequently platted subdivision, pursuant to such submission, such subdivision shall become part of the Melwood Oaks Community and all Common Areas of such subdivision shall be deeded to the Association which shall control the use and maintenance of such Common Areas, consistent with the provisions hereof.

II  
USE RESTRICTIONS

1. LAND USE AND BUILDING TYPE. Other than designated common areas, each lot except those owned by the Developer, shall be used exclusively for residential purposes and no commercial activity shall be conducted thereon. No structure shall be

(THE BALANCE OF THIS PAGE HAS INTENTIONALLY BEEN LEFT BLANK)

erected, altered, placed or permitted to remain thereon other than one single-family dwelling not to exceed two (2) stories in height with an attached garage and having a living area of not less than permitted by law, exclusive of garage, screened in porch, and breezeway. All houses shall be constructed of new and durable materials, except for decorator brick, wood or similar items. Architecture, character, style, massing, form and colors compatible with the existing structures and character of the Subdivision are encouraged. All external building walls must be of cement block, stucco or sprayed with stucco, or of concrete, wood, brick or stone, or combination thereof. No asbestos shingles, or asbestos siding or any type of asphaltic, or similar coverings shall be used on exterior walls. All roofs shall be of glazed tile, cement, slate, Bermuda style cement, fiberglass, shingle or cedar shake unless otherwise approved by the Architectural Control Committee in writing.

2. TEMPORARY STRUCTURES. No structure of a temporary character, trailer, tent, shack, garage or other outbuilding shall be used on any lot at any time as a residence, temporary or permanently, and not more than one structure may be erected on any lot. No building or structure other than contractor tool houses or other similar structures shall be erected on any lot prior to the construction of a residential dwelling.

3. SETBACKS. All Lots shall comply with front, rear and side setback requirements as established by County zoning regulation or ordinances in effect at the time of construction.

4. RESUBDIVIDING. No lot shall at any time be subdivided or resubdivided other than as originally subdivided in accordance with the recorded Plat of the Subdivision, so that no two lots may be replatted into one lot, and no one lot may be subdivided into two or more lots, without the Association's prior approval.

5. EASEMENTS. Easements for installation and maintenance of utilities, Common Areas, and drainage facilities are reserved as shown on the recorded plat and as may otherwise be necessary to provide utilities and drainage to all parts of the Subdivision. Within these easements, no structure, planting, fence, or other materials shall be placed or permitted to remain that may damage or interfere with the installation and maintenance of utilities or roads, or change the direction or flow of drainage channels in the easements or obstruct or retard the flow of water through drainage channels in the easements. All roads within the Subdivision are Common Area private roads and are to be maintained by the Association. The roadways are located as shown on the plat.

There is reserved unto the Developer so long as it owns a Lot the right to grant reasonable easements for the installation and maintenance of temporary roads, cable television services, security system services, public utilities and irrigation systems (including the installation of irrigation pumps) on the Common Areas in addition to those easements already reserved.

A non-exclusive easement is hereby granted to the appropriate governmental authorities and to the appropriate private organizations supplying health, sanitation, police services and any emergency services such as fire, ambulance and rescue services, for purposes of ingress and egress over the Common Areas.

Every owner shall have a non-exclusive right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with title to every lot, subject to the following provisions:

(a) The right of the Association to Charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area, and

(b) The right of the Association to suspend the voting rights and the right to use of the recreational facilities comprising any portion of the Common Areas by an owner for any period during which any assessment against the Owner's lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations after a hearing by the Board of Directors.

(c) The right of the Association to dedicate, mortgage, or transfer all or any part of the Common Areas to any third party or public agency, authority, or utility for such purpose and subject to such conditions as may be agreed to by the Owners. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds (2/3) of all Owners, excluding the Developer, has been recorded.

(d) The right of the Developer, without approval of the Association, the mortgagee of any part of the subdivision, or the Owners, to dedicate easements and rights-of-way over the Common Areas in accordance with the terms of this Declaration; and

(e) Notwithstanding anything to the contrary contained herein, the Developer, and its successors and assigns, reserve the right to permit persons, other than owners or those persons otherwise designated herein, the right to use all portions of the Common Areas and any facilities contained therein. The Developer and the Association further reserve the right to expand and add recreation or other facilities to or on the Common Areas.

Any Owner may delegate the right of enjoyment to the Common Area and facilities to immediate members of the Owners' family, the Owners' tenants, or temporary guests of the Owner.

6. ADULT COMMUNITY. Except as otherwise provided herein, all lots within the Subdivision are designated as adult sections. As used herein, adult section is defined to mean that no owner of any lot shall be or permit any person who shall be less than sixteen (16) years of age to permanently reside in any building constructed upon any lot located in an adult section of the Subdivision.

7. NUISANCES. No obnoxious or offensive activity shall take place upon any lot nor shall anything be done thereon that may be or become a nuisance to the neighborhood, and any legal use or uses not in conformity with zoning and land use classifications applicable to the Subdivision is prohibited.

8. SIGNS. No sign of any kind shall be displayed to the public view on any lot except for signs used by the Developer to advertise the property during the construction and sales period.

9. CLOTHESLINES. All clotheslines shall be located in the rear yard of the lot and between the two side lines of the building thereon and shall be screened from neighboring property, Common Areas, and roadways, such that said clotheslines shall not be visible from any other lot or from any street within the Subdivision.

10. FENCES. No fence or wall shall be erected, placed or permitted on any lot unless it is of a type and construction, both in design and material, identical or similar to the those fences or walls presently constructed upon other lots in the subdivision and further provided it shall not restrict any drainage, maintenance, or utility easement and shall not be permitted to be placed on or erected on any maintenance easement or within five (5) feet of any rear property line, provided further, no such fence or wall shall be constructed upon any lot unless first approved in writing by the Architectural Control

Committee. Stockade fences shall not be allowed in the front yard.

11. UNDERGROUND UTILITIES. Except as to temporary utility lines used during construction, all utility lines and lead-in lines, including but not limited to, electrical lines, cable television lines, telephone lines and water and septic tanks located within the confines of any lot or lots shall be located underground.

12. PARKING RESTRICTIONS. No overnight campers, motorhomes, commercial vehicles, or trucks, not including pickup trucks, four-wheel drive vehicles, or vans, used exclusively by family members for family purposes, or boats or boat trailers shall be parked or located on any lot in such a position as to be visible from any street, except that campers, motorhomes, and other recreational vehicles may be parked on lots or located to accomplish cleaning, care, and maintenance for a period not to exceed twenty-four (24) consecutive hours or any one (1) day in the aggregate in any one (1) month. No automobiles or other vehicles shall be parked on any grassed portion of any lot and no vehicle shall be parked in the street overnight. Residents who have visitors or guests who are traveling by recreational vehicle shall notify and obtain written permission from the Board of Directors if the duration of the visit will exceed twenty-four (24) hours. No trucks exceeding 8,000 pounds and 80 inches in width shall be parked on lots. No major repairs or mechanical servicing of automobiles or other vehicles shall be permitted in any areas of this Subdivision. Major repairs or mechanical servicing is used herein and defined to mean the provision of any services for the maintenance or repair of an automobile or other vehicle which is not accomplished within a consecutive twenty-four (24) hour period. Any vehicle which is parked in violation of the above restrictions shall be subject to towing without notice by the Board of Directors (not the residents) at the Owner's expense.

13. ALUMINUM ROOFS AND STORAGE FACILITIES. No aluminum roofs are allowed within the Subdivision, provided that aluminum roofs over screened porches may be permitted by the Architectural Control Committee. No aluminum or steel sheds or other auxiliary storage building shall be allowed on any lot.

14. LEASING. No lot or structure constructed thereon may be leased unless the entire lot and structure is leased to the same Tenant, and no part of a lot may be subleased. No unit may be leased for a period of less than one (1) year. Each lease shall contain the agreement of the Tenant to comply with this Declaration and that the failure of the Tenant to so abide shall give the Association the right to terminate such lease, remove the tenant, and hold the owner and Tenant jointly and severally liable for costs and damages the Association may incur, specifically including, but not limited to, all costs of maintaining such action, including all attorneys' fees, and if the lease does not so provide it shall be deemed to include such provision. Each tenant will be jointly and severally liable with the lot owner for any damages to the common areas or other injuries or damage caused by the acts, omissions or negligence of the tenants and those claiming by, through or under him. Such tenant shall likewise be liable jointly and severally with the lot owner for any special assessments levied against the lot arising out of matters occurring during the tenancy of such tenant. All leases shall be subordinate to any lien filed by the Association. Leases must be approved in accordance with Article VIII.

15. UNUSED EQUIPMENT. No unused equipment such as car bodies, building materials or any unsightly debris shall be allowed to remain on any lots unless under roof and/or unless concealed from public view. Inoperable, abandoned, or junk

vehicles are not permitted on any lot or street in the Subdivision. This includes vehicles without current license plates, vehicles with flat tires, wheels missing, extensive damage or any other external signs of inoperable condition, or vehicles for which no owner can be found. If the vehicle is parked on a lot, Common Area, or a street of this Subdivision for more than fifteen (15) days in the condition noted above, notice shall be placed on the windshield of the vehicle and if not corrected in ten (10) days, the vehicle shall be subject to towing at the Owner's expense.

16. LAKES. No boats, canoes, kayaks, or vessels of any other sort, description, or type shall be permitted in or upon the waters of any lakes comprising any portions of the Common Areas. No owners shall construct or maintain any dock from any lot abutting any lake comprising any portion of the Common Areas. No swimming or bathing shall be permitted in any of the lakes.

17. CHILDREN'S GYM SETS, SWINGS AND POOLS. All children's creative activity exercise equipment shall be located in the rear of the lot between the two side lines of the existing residence thereon and shall be screened from neighborhood property, Common Areas and roadways by landscaping or by decorative walls.

18. LIVESTOCK AND POULTRY. No livestock or poultry of any kind shall be raised, bred or kept on any lot, except that a dog, cat or other household pets, not totalling more than two (2) per lot, may be kept, provided that they are not kept, bred or maintained for any commercial purposes.

In no event shall any pet be permitted to remain upon any lot by the Association in the event such pet shall exceed forty (40) pounds in weight in the case of any dog and ten (10) pounds in weight in the case of any cat, or in the event any such pet shall cause, create, or contribute to any nuisance, unreasonable disturbance, annoyance, or noise as determined by the Board of Directors. Furthermore, all such pets shall at all times be restrained within the confines of a fence erected in compliance with the provisions hereof.

19. COMPOST AND WOOD PILES. All compost piles and wood for use in fireplaces shall be located in the rear of the lot between the two sides of the dwelling thereon and shall be screened from neighboring property, Common Areas, and roadways, either by landscaping or by a decorative wall.

20. PHASE DEVELOPMENT - FAMILY SECTIONS. The Developer reserves the right to develop the Subdivision in several different phases. The exact number and nature of which have not as yet been determined. The provisions of this Declaration of Restrictions shall be uniform throughout all phases of the Subdivision, however, the Developer reserves the right to designate one or more phases of the Subdivision as family sections prior to the sale of any lot located in any such phase of the Subdivision. As used herein, family section is defined to mean that any owner of any lot shall be or permit any person who shall be less than sixteen (16) years of age to permanently reside in any building constructed upon any lot located in a family section of the Subdivision as designated by the Developer. In order to so designate any phase as a family section, the Developer shall record a legal description and family section designation in the public records of Manatee County, Florida.

### III

#### MAINTENANCE

1. MAINTENANCE. The Association shall be responsible for 1) maintaining Common Areas of the Subdivision; 2) all exterior landscaping, trees, shrubs, ground cover and lawn maintenance on any lot, specifically including all watering, fertilizing, lawn

mowing, trimming and edging, providing, however, such lawn and shrubbery maintenance shall be limited to those items of vegetation provided and planted by the Developer and shall be performed at such times and in such manner as determined to be reasonable and cost effective solely by the Board of Directors; 3) all exterior painting, staining, roof repair and replacement for any building located on any lot which shall be deemed reasonable and necessary by the Board of Directors; and 4) such other matters as the Board of Directors or the members may designate. By accepting a deed to a lot each owner is hereby deemed to waive all claims against the Developer, the Association, the Board, its members and all agents and employees of the Association with regard to the performances of its duties pursuant to the provisions of this paragraph. The cost of all such maintenance as set forth in this paragraph shall be a common expense of all the Owners of the Subdivision and shall be paid from the annual assessment collected from each Owner.

For the purpose solely of performing the exterior maintenance authorized by this Article, the Association through its duly authorized agents or employees shall have the right, after reasonable notice to the Owner, to enter upon any Lot at reasonable hours on any day except Sunday.

Except as otherwise provided herein, each Owner shall maintain his residence and all other improvements, in a good, safe, attractive, and neat condition. The repair of any damage, decay, or other evidence of wear and tear on the exterior portion of any dwelling except as required to be made by the Association, or upon any interior portion either up to the centerline of any wall abutting another residence or visible from the outside of the dwelling, shall be made properly by each Owner in accordance with the original plans and specifications used by the builder and in a timely manner. In the event any maintenance or repairs shall become due as a result of the negligent, willful or intentional act of any owner, his family, guests or invitees, the cost of effecting such maintenance or repairs above any resulting proceeds of insurance received by the Association, may be added to the Owner's assessment. In the event such costs shall exceed One Thousand (\$1,000.00) Dollars, the Board of Directors shall determine a monthly payment plan by which such owner shall pay such additional assessment amount which monthly payment amount shall include a reasonable rate of interest.

In the event that any Owner shall fail to properly maintain his residence or other improvements as set forth above within five (5) days after notice of the violation, the Association shall have the right to make such repairs or maintenance as necessary to make said dwelling comply with the original plans or specifications or which may be necessary at the reasonable discretion of the Board of Directors of the Association, to correct any unsightly appearance, and may add the costs of said repairs or maintenance to the Owner's annual assessment. Notwithstanding the foregoing, each Owner receiving a notice of violation, may within the five-day period provided, request a formal meeting with the Board of Directors to discuss the said violation, which meeting will be held as soon as practicable upon the violator's request and at the sole convenience of the Board of Directors. The decision of the Board of Directors shall be final and binding upon the Owner. The Association shall further have the right to enforce collection for reimbursements generally and the Association shall be entitled to recover all costs and reasonable attorney's fees through all pre-trial, trial and appellate levels. In the event the Association elects to make any repair or perform any maintenance as set forth herein above, the Association, its employees, and agents, shall have the right to reasonable access to the premises and the entry by the Association, its employees, and agents, shall not be deemed a trespass.

2. SURFACE USAGE. No lot shall be used as a dumping ground for rubbish. All garbage or trash containers, oil tanks, bottled

gas tanks, soft water tanks or similar structures or insulation shall be placed under the surface of the ground or in enclosed areas so as not to be visible from the street or objectionable to any adjacent residence. Each lot, whether occupied or unoccupied, shall at all times be kept mowed, maintained, cleaned and free from refuse, debris and fire hazard. Above ground swimming pools or spas will be allowed provided that there is a privacy fence completely surrounding such above ground pool or spa so that it can not be viewed from any adjoining lots, and such privacy fence must not be a chain link fence and must meet the requirements of Article II, Paragraph 10.

3. MAINTENANCE OF LAKES: The Association shall be responsible for the water quality and bed of the Lakes to the edge of the water and the area by the edge of the water and the top of the slope of such Lakes.

4. MANAGEMENT SERVICES: The Association may contract for the management of all or part of the Properties for purposes of carrying out all or a portion of the maintenance services provided for in this Declaration.

5. UTILITY SERVICES: The Association may contract with public or private utility companies for purposes of supplying utility services to the Properties and may assess the costs and expenses charged by such utility companies as part of the Periodic Assessments or as a Special Assessment.

IV  
ARCHITECTURAL CONTROL COMMITTEE

1. ARCHITECTURAL CONTROL COMMITTEE. A committee known as the Architectural Control Committee will be established and appointed by the Developer, and shall report directly to the Developer until such time as the Developer has transferred control of Melwood Oaks Homeowner's Association to the Owners of lots in the Subdivision other than Developer. Thereafter, the Architectural Control Committee shall be appointed and controlled by the Board of Directors. The purpose of the Architectural Control Committee is to ensure the aesthetic, harmonious and compatible development and maintenance of the Subdivision.

2. ARCHITECTURAL CONTROL. No building shall be erected, placed, or altered on any lot until the construction plans and specifications and a plan showing the location of the structure and landscaping, including without limitation, fences, additions, doghouses, pools, spas, driveways and any other exterior construction or placement of any nature whatsoever, have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures and location with respect to topography and finished grade elevation. The Architectural Control Committee, acting at its discretion, shall encourage and approve only such residences and structures as will architecturally conform to those residences and structures already in existence in the Subdivision without limiting approval of structures of modern or traditional architectural design, which shall be deemed aesthetically pleasing. The Architectural Control Committee's approval of any structure shall be final and binding on all purchasers in the Subdivision and the actions of the Committee shall not be subject to subsequent disapproval by any purchaser or group of purchasers in the Subdivision. Moreover, the Architectural Control Committee's decision on structures allowed within the Subdivision is the final authority on the structures to be erected within the Subdivision and there shall inure to the Association any and all lien rights and any and all other rights and remedies provided in law and equity to enforce the Committee's decisions; provided, however, that the provisions of this paragraph and all other provisions contained in this instrument pertaining to architectural control shall not apply to the undersigned Developer.

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3. COMMITTEE APPROVAL OR DISAPPROVAL. The Committee's approval or disapproval as required in these covenants shall be in writing. The Committee approval may include reasonable conditions in accordance with provisions of this Declaration or such reasonable rules, regulations or standards as approved by the Board of Directors of the Association. The Committee may disapprove any plans submitted to it for any of the following reasons: (i) failure of such plans to comply with any provision of this Declaration; (ii) failure to include information in such plans as requested or required by the Committee (iii) objection to the site plan, exterior design, appearance or materials of any proposed improvements, including without limitation, colors or color scheme, finish, proportion, style of architecture, proposed parking, height, bulk or appropriateness of any proposed improvement; (iv) incompatibility of the proposed improvements or use with existing improvements or uses within the Subdivision; (v) failure of the proposed improvements to comply with any zoning, building, health or other governmental laws, codes, ordinances, rules or regulations or (vi) any other matter which in the judgment and sole discretion of the Committee would render the proposed improvement inharmonious or incompatible with the plan of development of the subdivision or of any portion thereof. In the event of a disapproval, the Committee shall, if requested and if possible, make reasonable efforts to assist and advise the applicant so that acceptable plans can be prepared and resubmitted for approval. In the event the Committee, or its designated representative, fails to approve or disapprove within fifteen (15) days after plans and specifications have been submitted, or, in any event, if no suit to enjoin the construction has been instituted within forty-five (45) days after its commencement, approval will not be required and the related covenants shall be deemed to have been complied with fully. Any structure completed with the Committee's approval or in accordance with the terms of this paragraph, shall be determined to have been approved by the Architectural Control Committee and the related covenants provided herein shall be determined as being complied with fully. The Committee shall have the right, from time to time, to prescribe reasonable rules and regulations concerning the method and procedure for submitting plans and specifications and its review thereof.

4. MINOR VIOLATIONS, RELEASE FROM COVENANTS. When a building or other structure has been erected, or its construction substantially advanced, and the building is located on any lot in a manner as to constitute a violation or violations of these covenants and restrictions, the Architectural Control Committee shall have the right at any time to release the lot, or portions of it, from any part of the covenants and restrictions as are violated. However, the Committee shall not give any such release except with respect to a violation that it determines to be minor as determined at the Committee's sole discretion, and such waiver may, in the Committee's sole determination, be necessary to prevent an unnecessary hardship.

5. CONSTRUCTION COMPLETION. Upon commencement or construction of any improvement, the owner shall diligently and expeditiously carry same to completion in accordance with the plans and specifications as approved, within nine (9) months of commencement of construction.

6. SUBSEQUENT ADDITIONS TO HOMES AND/OR LOTS. After a dwelling has been occupied or has received a Certificate of Occupancy, any proposal for additional exterior additions or any changes in the use of the lot, including without limitation, doghouses, fences, spas, driveways, wood decks, in-ground pools, satellite communication discs, or any other exterior construction, modification, or placement of a structure whatsoever, must be submitted to the Architectural Control Committee with the plans, specifications and location, to receive its approval prior to any work being performed, and any failure to comply with this provision shall inure to the Association any

and all rights and remedies in law and equity to assure such compliance.

7. DEVELOPER'S EXEMPTION: Developer shall be exempt from the provisions hereof with respect to alterations and additions desired to be effected by Developer and shall not be obligated to obtain Committee approval for any construction or changes in construction which the Developer may elect to make at any time.

V

MELWOOD OAKS HOMEOWNERS ASSOCIATION

1. HOMEOWNERS ASSOCIATION. Developer's principals have formed a Florida non-profit corporation pursuant to Chapter 617 of the Florida Statutes. The name of the corporation so formed is Melwood Oaks Homeowners' Association, Inc. A copy of the Articles of Incorporation and Bylaws of the Association are attached hereto as Exhibits "B" and "C" respectively. Each owner of a lot or parcel in this Subdivision upon acquiring title to the lot or parcel shall become a member to the Association and shall pay to the Association uniform periodic assessments as provided herein.

2. OWNERSHIP OF COMMON AREAS. Developer shall convey to the Association all of its interest in the Common Areas in the Subdivision not previously conveyed to the general public, or private or public utilities by dedication or otherwise, if any. Any such area not maintained by a public authority or a public or private utility company shall be maintained by the Association.

3. ASSESSMENTS.

Section 1. Lien and personal obligation of assessments. Each owner of a lot is hereby deemed to covenant by acceptance of his deed for such lot, whether or not it shall be so expressed in his deed, to pay to the association (1) annual assessments, (2) special assessments for capital improvements and other expenditures that the Association deems appropriate, and (3) a working capital contribution. Such assessments will be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorneys' fees, shall be a charge on the land and a continuing lien on each lot against which such an assessment is made. Each such assessment, together with interest, costs, and reasonable attorneys' fees shall also be the personal obligation of the person or persons who owned the lot at the time the assessment fell due, and such personal obligation shall pass to the successors in title of such person or persons unless expressly otherwise provided herein.

Section 2. Purpose of annual assessments. The annual assessments levied by the association shall be used exclusively to promote the health, safety, welfare, and recreation of the residents in the subdivision, and for the improvement and maintenance of the Common Areas and of the homes situated within the subdivision. Annual assessments shall include, and the association shall acquire and pay for out of the funds derived from annual assessments, the following:

- (a) Maintenance and repair of the Common Area.
- (b) Water, sewer, garbage, electrical, lighting, telephone, gas, and other necessary utility service for the Common Area.
- (c) Acquisition of furnishings and equipment for the Common Area as may be determined by the association, including without limitation all equipment, furnishings, and personnel necessary or proper for use of the recreational facilities.
- (d) Maintenance and repair of storm drains, sanitary sewers, and private streets within the confines of the subdivision.

(e) Fire insurance covering the full insurable replacement value of improvements located within the Common Area with extended coverage.

(f) Liability insurance insuring the association against any and all liability to the public, to any owner, or to the invitees or tenants of any owner arising out of their occupation and/or use of the Common Area. The policy limits shall be set by the association, and shall be reviewed at least annually and increased or decreased in the discretion of the association, but in no event shall such insurance be in an amount less than that specified in the FNMA Lending Guide, Chapter Three, Part 5, Insurance Requirements, as the same may be modified from time to time.

(g) Workmen's compensation insurance to the extent necessary to comply with Section 440.38 of the Florida Statutes, and any other insurance deemed necessary by the Board of Directors of the Association.

(h) A standard fidelity bond covering all members of the Board of Directors of the Association and all other employees of the Association in an amount to be determined by the Board of Directors, but in no event shall such insurance be in an amount less than that specified in the FNMA Lending Guide, Chapter Three, Part 5, Insurance Requirements, as the same may be modified from time to time.

(i) Any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations, insurance, taxes, or assessments which the association is required to secure or pay pursuant to the terms of this Declaration or by law, or which shall be necessary or proper in the opinion of the Board of Directors of the Association for the operation of the Common Areas, for the benefit of lot owners, or for the enforcement of these restrictions.

(j) A reserve fund for the periodic maintenance, repair, and replacements of improvements to or of the Common Areas.

(k) All other items of maintenance as set forth herein.

**Section 3. Special assessments.** In addition to the annual assessments authorized above, the association may levy in any assessment year a special assessment applicable to that year only for the purpose of defraying in whole or in part, the cost of any construction, reconstruction, repair, or replacement of a capital improvement on the Common Area, including fixtures and personal property related thereto which shall exceed the amounts of any reserve maintained for such purposes and such other expenditures that the Association deems appropriate. Any such assessment must be approved by a majority of members.

**Section 4. Notice and quorum for action authorized under Section 3.** Written notice of any meeting called for the purpose of taking any action authorized by Section 3 shall be sent to all members not less than thirty (30) nor more than sixty (60) days in advance of such meeting. In the event the proposed action is favored by a majority of the votes cast at such meeting, but less than the majority of members, members who were not present in person or by proxy may give their assent in writing within fifteen (15) days after the date of such meeting.

**Section 5. Uniform rate of assessment.** Both annual and special assessments must be fixed at a uniform rate for all lots within any phase of the Subdivision or additional property which may become a part of the Subdivision.

**Section 6. Commencement and collection of annual assessments.** The annual assessments provided for herein shall commence as to all lots on the first day of the month following the conveyance of the Common Area. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each lot at least thirty (30) days in advance of the due date thereof and shall fix the dates such amounts become due. Assessments shall be made payable monthly. Notice of the annual assessments shall be sent to every owner subject thereto. The association shall, on demand and for a reasonable charge, furnish a certificate signed by an officer of the Association, setting forth whether the assessments against a specific lot have been paid.

**Section 7. Effect of nonpayment of assessments; remedies of the association.** Any assessment not paid within fifteen (15) days after the due date shall be deemed in default and shall bear interest from the due date at the rate of eighteen (18%) percent per annum. The association may bring an action at law against the owner personally obligated to pay the same, or may foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his lot.

**Section 8. Subordination of assessment lien to mortgages.** The assessment lien provided for herein shall be subordinate to the lien of any first mortgage. A sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to a mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the assessment lien as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

**Section 9. Working capital contribution.** Each owner shall pay to the Association at the time of closing of the sale of such owner's lot, a one-time only working capital contribution equal to two monthly payments of the annual assessment in effect as of the date of the closing on the sale of such owner's lot. Such working capital contribution shall be maintained in an account for the exclusive use and benefit of the Association. The purpose of such fund is to insure that the Association will have cash available to meet unforeseen expenditures or to acquire additional equipment or services deemed necessary or desirable in connection with the Common Areas. Any such working capital contribution shall not be deemed advance payments of the regular assessments.

**4. MEMBERSHIP.** Membership in the Association shall automatically terminate upon the sale of a lot as evidenced by a recorded deed conveying the same to a new owner (who shall then become a member of the Association). In the event of joint ownership of a lot each co-tenant shall be a member of the Association but they shall only be permitted one vote per lot.

**5. DUTIES AND POWERS OF ASSOCIATION.** The Association shall concern itself with the making and carrying out of policies and procedures and shall institute such programs as will be desirable for the purpose of maintaining a desirable social and community life with the Subdivision, all as more particularly set forth in the Articles of Incorporation and Bylaws of the Association.

The Association shall have the right to enter upon any lot and any structure located thereon to make emergency repairs and do other work reasonably necessary for the proper maintenance and operation of the Subdivision in accordance with the provisions of this Declaration. All expenses incurred by the Association in connection with the performance of such repairs or other work in accordance with the provisions of Article 3, Subsection 1, hereof, shall be added to the owner's annual assessment and

collected as otherwise provided herein.

The Association shall have the right to grant permits, licenses, and easements over the Common Areas for utilities, roads and other purposes reasonably necessary or useful for the proper maintenance or operation of the Subdivision and the benefit of Owners.

## VI ENFORCEMENT

1. ENFORCEMENT OF COVENANTS. If any person, firm or corporation, or their heirs or assigns shall violate or attempt to violate any of these covenants or restrictions, it shall be lawful for the Developer, the Association or any other person, firm or corporation owning any lot in the Subdivision, to commence any proceeding at law or in equity against the violator or attempted violator whether such proceeding is to prevent such violator from so doing or to recover damages or other costs for such violation. In the event of such action, the violator shall be liable for all costs of litigation including attorneys' fees through all pre-trial, trial and appellate levels. All such fees and costs shall become a lien on the property in the same manner as unpaid assessments and the lien may be foreclosed in the same manner as for assessments. There shall be no liability assessed against any person for non-enforcement of these covenants and restrictions. Failure to prosecute a violation shall not be deemed a waiver or to create any rights in the violator or any other person or a continuing or new violation. Except as otherwise provided herein, in the event of any violation of these covenants or restrictions, the Association shall provide the violator with written notice of same and said violator shall have a period of no less than five (5) days in which to correct said violation or to request a formal meeting with the Board of Directors of the Association which shall be held as soon as practical after receipt of the violator's request and at the sole convenience of the Board of Directors. At said meeting the violator shall have the opportunity to explain the violation, however, the decision of the Board of Directors shall be final and binding upon the Owner. Upon the expiration of the five (5) day notice period or upon conclusion of the formal meeting with the Board of Directors, provided that the violator has not presented the Board of Directors with reasonable justification for the violation, the Association, Developer or any other Owner shall have the right to exercise the remedies set forth herein in the event the violator has otherwise failed to correct the violation.

## VII LENDERS' ADDITIONAL RIGHTS

The Association shall make available current copies of this Declaration, its Bylaws and other Rules concerning the Subdivision and all books, records, and financial statements of the Association to all owners and any lender designated by such owner who shall intend to or who shall hold a first mortgage on such owner's lot as well as all holders, insurers, or guarantors of any first mortgage on any such lot. As used herein, available shall mean available for inspection, upon request, during normal business hours or under other reasonable circumstances. Any holder of a first mortgage on any lot is entitled upon written request to a financial statement of the Association for the fiscal year next immediately proceeding a date of such written request.

Upon written request to the Association identifying the name and address of the holder, insurer, or guarantor of any first mortgage and the lot number or address of a lot upon which such first mortgage shall be an encumbrance, any mortgage holder, insurer, or guarantor will be entitled to timely written notice of:

(a) Any condemnation or casualty loss that affects either a material portion of the Subdivision or the lot securing its mortgage.

(b) Any sixty (60) day delinquency in the payment of assessments or charges owed by the Owner of any lot on which it holds the mortgage.

(c) A lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association.

(d) Any proposed action that requires the consent of a specified percentage of mortgage holders.

#### VIII LEASE OF LOTS

In order to maintain a community of congenial residents and protect the value of all Common Areas, the lease of any lot or building erected on such lot, hereinafter collectively referred to as "lease of lots", by any owner, other than the Developer, shall be subject to the following restrictions. No owner or other person may lease any interest in any lot, or having so acquired such interest, may continue to hold such interest, except with the approval of the Association in accordance with the provisions of this Article. An owner or other person intending to lease any interest in any lot shall give notice to the Association of such intention, together with the name and address of the intended Tenant and such other information as the Association may reasonably require including, but not limited to, a complete rental history of the proposed Tenant for the two-year period immediately preceding the date of such notice. The notice of a lease shall be accompanied by an executed copy of the proposed lease, or if such lease shall be verbal, by a summary of the terms thereof.

The Association shall either approve or disapprove such lease and Tenant within thirty (30) days of receipt of the notice and other information as set forth herein, specifically including such additional information as the Association may reasonably require in connection with the consideration of any such notice. In the event the Association shall fail to either approve or disapprove of the lease and/or Tenant within the time limits provided by this section, then after the expiration of such time period, the Association shall be deemed to have approved of such lease and Tenant and shall, upon written request therefor, issue an appropriate certificate of approval.

In no event shall any lease be approved except as in accordance with the provisions of Article II, Section 14 of these Restrictive Covenants. Each owner of a lot is hereby deemed to covenant, by acceptance of his deed for such lot, whether or not it shall be so expressed in his deed, to waive all liability against the Association, specifically including, but not limited to, all its members, employees, and agents for the failure to approve or, in the alternative, the disapproval of any prospective Tenant or lease as set forth herein.

The Association shall be entitled to charge a reasonable fee not to exceed the sum of \$50.00 for expenses incurred in connection with the review of any notice and other information

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pertaining to a proposed Tenant and lease and the cost of issuing a certificate of approval for the same. All notices pertaining to any such proposed lease and Tenant shall be accompanied by payment in an amount as established by the Association for the costs of review and issuance of such certificate prior to the consideration of any such notice and the time periods as set forth herein shall not commence until receipt of such payment.

IX  
ADDITIONAL RIGHTS OF MANATEE COUNTY

1. Notwithstanding anything herein contained to the contrary, the Association shall not be dissolved, nor shall the Association dispose of any Common Area by sale or otherwise except to an organization conceived and organized to own and maintain the Common Areas, without first offering to dedicate the same to Manatee County or other appropriate governmental agency.

2. No lands in the Common Area shall be denuded, defaced or otherwise disturbed in any manner at any time, except for construction of improvements, maintenance or repair, without the prior written approval of the Manatee County Planning and Development Director.

3. In the event the Association, or any successor organization, shall fail to maintain the Common Area in reasonable order and condition, Manatee County, upon notice and hearing, may enter upon the Common Area for the purposes of maintaining same. Such entry shall not vest the public with a right to use the Common Area. The cost of maintenance by the County shall be assessed pro-ratedly against the Lots and shall be a charge on the Lots. Such charges shall be paid by the Owners within 60 days of the receipt of the statement therefor and shall become a lien on the property if not paid at the end of such period.

X  
GENERAL

1. COPY OF DEED RESTRICTIONS. Owners renting or selling their dwellings or lots are responsible for providing tenants or new Owners with a copy of the Declaration of Restrictions. Such Owners are responsible for giving the Association prompt written notice of all transfers of any lots within the Subdivision, and prompt written notice that all tenants or new Owners have received a copy of the Declaration of Restrictions.

2. RESOLUTION OF DISPUTES. The Board of Directors shall not be involved in disputes between residents over children, animals, violations of the peace or petty grievances, etc. For resolution of these matters, residents shall rely upon their own judgment, or in extreme cases notify the Sheriff's Department, Manatee County. Owners are reminded that they are under the legal jurisdiction of Manatee County and the State of Florida.

3. DURATION OF COVENANTS. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time they shall be extended automatically for successive periods of twenty-five (25) years, unless an instrument signed by a majority of the then Owners of the lots has been recorded agreeing to change the covenants in whole or in part.

4. AMENDMENTS. The covenants and restrictions of this Declaration of Restrictions may be amended subject to the limitations otherwise set forth herein, by duly recording an instrument executed and acknowledged by not less than a majority of the Owners of the lots of the Subdivision.

5. ADDITIONS TO DEVELOPMENT WITHOUT FURTHER ASSENT OR PERMIT. Developer hereby reserves the right, exercisable from



time to time, to subject other real property to the restrictions set forth herein if available, in order to extend the scheme of this Declaration to additional property to be developed as part of the Subdivision, and thereby to bring such additional property within the jurisdiction of the Association and, add additional lots to the capital existing property or subdivide lots already platted. The additions herein authorized shall be made by filing of record one or more supplementary declarations with respect to the properties to be then subject to this Declaration and which shall subject such addition to assessment for their just share of the Association's expenses.

Provided further, however, that so long as either the Federal Housing Administration or the Veterans Administration has an interest in Melwood Oaks-Phase I Subdivision, the annexation of properties to Melwood Oaks-Phase I Subdivision will require the prior approval of either the Federal Housing Administration or the Veterans Administration.

6. SURVIVAL OF PROVISIONS. Invalidation of any one of the covenants herein by judgments or court order shall in no way affect any of the other provisions herein which shall remain in full force and effect.

7. FHA and VA APPROVAL. As long as either the Federal Housing Administration or the Veterans Administration has an interest in Melwood Oaks-Phase I Subdivision, the following actions will require the prior approval of either the Federal Housing Administration or the Veterans Administration: Amendment of this Declaration and dedication of Common Area.

IN WITNESS WHEREOF, the undersigned have caused this Declaration of Restrictions to be executed this 17th day of August, 1987.

WITNESSES:

Ratt Mc Mann

Gunda A. Albro

STATE OF FLORIDA  
COUNTY OF MANATEE

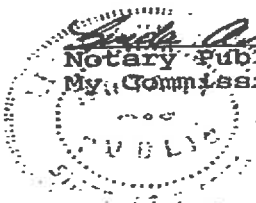
MELWOOD OAKS CORPORATION,  
a Florida Corporation

By: D. L. Greenhill  
D. L. Greenhill, Pres.

The foregoing instrument was sworn to and acknowledged before me this 17th day of August, 1987, by D. L. Greenhill, as President of MELWOOD OAKS CORPORATION, a Florida Corporation, on behalf of said corporation.

Gunda A. Albro  
Notary Public

My Commission Expires: 4-1-90



O.R. 1242 PG 1222



EXHIBIT "A"

LEGAL DESCRIPTION

All of Melwood Oaks-Phase I Subdivision, as shown on the plat thereof recorded in Plat Book 23, Pages 157 thru 158, inclusive, of the Public Records of Manatee County, Florida.

FILED AND RECORDED  
R.B. SHORE, CLERK  
MANATEE COUNTY, FL.  
AUG 20 3 58 PM '87

RECORD VERIFIED  
R.B. SHORE CLERK OF CIRCUIT COURT  
BY: *Martha J. Pope*

O.R. 1242 PG 1223

THIS INSTRUMENT PREPARED BY:  
JOSEPH ROBACK  
PASTER and ROBACK  
A Partnership of P.A.'s  
Attorneys At Law  
6221 14th St. W., Suite 204  
Bradenton, FL 33507

DECLARATION OF RESTRICTIONSMELWOOD OAKS-PHASE IIA SUBDIVISION

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, MELWOOD OAKS CORPORATION, a Florida Corporation (hereinafter referred to as "Developer"), being the owner of the following described land located in Manatee County, Florida, to wit:

SEE ATTACHED EXHIBIT "A"

In order to protect the health and welfare of the public and to protect property values and to maintain the attractiveness of the community, Developer hereby imposes the following covenants and restrictions on the use of the above-described real property, specifying that this Declaration shall constitute a covenant running with the land, that each deed to any owner of a lot in this Subdivision shall contain a reference to this Declaration of Restrictions as recorded in the Public Records of Manatee County, Florida, and that the restrictions set forth in this Declaration of Restrictions shall be binding for a period set forth hereinafter and shall be for the benefit of and limitation on all present and future owners of the real property:

I  
DEFINITIONS

1. "Architectural Control Committee," means that body organized and established to oversee the development and maintenance of the Subdivision.

2. "Association" means Melwood Oaks Homeowners Association, Inc., a Florida not-for-profit corporation, organized and established for the purposes set forth herein.

3. "Board of Directors" means the Board of Administration of Melwood Oaks Homeowners Association, Inc.

4. "Common Area" shall mean all real property, including any improvements located thereon owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association at the time of the conveyance of the first lot is all that real property comprising Melwood Oaks-Phase I as per plat thereof recorded in Plat Book 22, Pages 157 through 158, Public Records of Manatee County, Florida, and Melwood Oaks-Phase IIA Subdivision, other than platted lots as shown on the recorded plat of these subdivisions, specifically including all private roads.

5. "Developer" means MELWOOD OAKS CORPORATION, a Florida Corporation, its successors and assigns.

6. "Lot" means a platted lot in the Subdivision.

7. "Owner" means an owner of a lot in the Subdivision.

8. "Subdivision" means MELWOOD OAKS-PHASE IIA SUBDIVISION according to the plat thereof recorded at Plat Book 24, Page 1163 through 1164, inclusive, of the Public Records of Manatee County, Florida, and such other parcels of real property which the Developer may also develop as platted Subdivisions which shall be identified utilizing either a Roman numeral or a Roman numeral and a capital letter preceded by the name "Melwood Oaks Phase", which numerals or numeral and letter may, but need not be sequential. The Developer shall submit such subsequently platted subdivisions to the provisions of these restrictions and covenants by filing a submission statement subsequent to the

RECORD VERIFIED  
R.B. SHORE, CLERK OF CIRCUIT COURT

BY: *[Signature]*

ACCEPTED IN OPEN SESSION 12/16/88  
BOARD OF COUNTY COMMISSIONERS, MANATEE COUNTY

1

THIS INSTRUMENT PREPARED BY:  
JOSEPH ROBACK  
PASTER and ROBACK  
A Partnership of P.A.'s  
Attorneys At Law  
6221 14th St. W., Suite 204  
Bradenton, FL 34207

platting of such subdivision; provided further, however, the Developer reserves the exclusive rights to modify the provisions of this Declaration of Restrictions as to any such subsequently platted subdivisions. Upon the imposition of this Declaration of Restrictions as to any such subsequently platted subdivision, pursuant to such submission, such subdivision shall become part of the Melwood Oaks Community and all Common Areas of such subdivision shall be deeded to the Association which shall control the use and maintenance of such Common Areas, consistent with the provisions hereof.

## II USE RESTRICTIONS

1. LAND USE AND BUILDING TYPE. Other than designated common areas, each lot except those owned by the Developer, shall be used exclusively for residential purposes and no commercial activity shall be conducted thereon. No structure shall be erected, altered, placed or permitted to remain thereon other than one single-family dwelling not to exceed two (2) stories in height with an attached garage and having a living area of not less than permitted by law, exclusive of garage, screened-in porch, and breezeway. All houses shall be constructed of new and durable materials, except for decorator brick, wood or similar items. Architecture, character, style, massing, form and colors compatible with the existing structures and character of the Subdivision are encouraged. All external building walls must be of cement block, stucco or sprayed with stucco, or of concrete, wood, brick or stone, or combination thereof. No asbestos shingles, or asbestos siding or any type of asphaltic, or similar coverings shall be used on exterior walls. All roofs shall be of glazed tile, cement, slate, Bermuda style cement, fiberglass, shingle or cedar shake unless otherwise approved by the Architectural Control Committee in writing.

2. TEMPORARY STRUCTURES. No structure of a temporary character, trailer, tent, shack, garage or other outbuilding shall be used on any lot at any time as a residence, temporary or permanently, and not more than one structure may be erected on any lot. No building or structure other than contractor tool houses or other similar structures shall be erected on any lot prior to the construction of a residential dwelling.

3. SETBACKS. All Lots shall comply with front, rear and side setback requirements as established by County zoning regulation or ordinances in effect at the time of construction.

4. RESUBDIVIDING. No lot shall at any time be subdivided or resubdivided other than as originally subdivided in accordance with the recorded Plat of the Subdivision, so that no two lots may be replatted into one lot, and no one lot may be subdivided into two or more lots, without the Association's prior approval.

5. EASEMENTS. Easements for installation and maintenance of utilities, Common Areas, and drainage facilities are reserved as shown on the recorded plat and as may otherwise be necessary to provide utilities and drainage to all parts of the Subdivision. Within these easements, no structure, planting, fence, or other materials shall be placed or permitted to remain that may damage or interfere with the installation and maintenance of utilities or roads, or change the direction or flow of drainage channels in the easements or obstruct or retard the flow of water through drainage channels in the easements. All roads within the Subdivision are Common Area private roads and are to be maintained by the Association. The roadways are located as shown on the plat.

There is reserved unto the Developer so long as it owns a Lot the right to grant reasonable easements for the installation and maintenance of temporary roads, cable television services,

security system services, public utilities and irrigation systems (including the installation of irrigation pumps) on the Common Areas in addition to those easements already reserved.

A non-exclusive easement is hereby granted to the appropriate governmental authorities and to the appropriate private organizations supplying health, sanitation, police services and any emergency services such as fire, ambulance and rescue services, for purposes of ingress and egress over the Common Areas.

Every owner shall have a non-exclusive right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with title to every lot, subject to the following provisions:

(a) The right of the Association to Charge reasonable admission and other fees for the use of any recreational facility situated upon the Common Area, and

(b) The right of the Association to suspend the voting rights and the right to use of the recreational facilities comprising any portion of the Common Areas by an owner for any period during which any assessment against the Owner's lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations after a hearing by the Board of Directors.

(c) The right of the Association to dedicate, mortgage, or transfer all or any part of the Common Areas to any third party or public agency, authority, or utility for such purpose and subject to such conditions as may be agreed to by the Owners. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds (2/3) of all Owners, excluding the Developer, has been recorded.

(d) The right of the Developer, without approval of the Association, the mortgagee of any part of the subdivision, or the Owners, to dedicate easements and rights-of-way over the Common Areas in accordance with the terms of this Declaration; and

(e) Notwithstanding anything to the contrary contained herein, the Developer, and its successors and assigns, reserve the right to permit persons, other than Owners or those persons otherwise designated herein, the right to use all portions of the Common Areas and any facilities contained therein. The Developer and the Association further reserve the right to expand and add recreation or other facilities to or on the Common Areas.

Any Owner may delegate the right of enjoyment to the Common Area and facilities to immediate members of the Owners' family, the Owners' tenants, or temporary guests of the Owner.

6. ADULT COMMUNITY. Except as otherwise provided herein, all lots within the Subdivision are designated as adult sections. As used herein, adult section is defined to mean that no owner of any lot shall be or permit any person who shall be less than sixteen (16) years of age to permanently reside in any building constructed upon any lot located in an adult section of the Subdivision.

7. NUISANCES. No obnoxious or offensive activity shall take place upon any lot nor shall anything be done thereon that may be or become a nuisance to the neighborhood, and any legal use or uses not in conformity with zoning and land use classifications applicable to the Subdivision is prohibited.

8. SIGNS. No sign of any kind shall be displayed to the public view on any lot except for signs used by the Developer to

advertise the property during the construction and sales period.

9. CLOTHESLINES. All clotheslines shall be located in the rear yard of the lot and between the two side lines of the building thereon and shall be screened from neighboring property, Common Areas, and roadways, such that said clotheslines shall not be visible from any other lot or from any street within the Subdivision.

10. FENCES. No fence or wall shall be erected, placed or permitted on any lot unless it is of a type and construction, both in design and material, identical or similar to the those fences or walls presently constructed upon other lots in the subdivision and further provided it shall not restrict any drainage, maintenance, or utility easement and shall not be permitted to be placed on or erected on any maintenance easement or within five (5) feet of any rear property line, provided further, no such fence or wall shall be constructed upon any lot unless first approved in writing by the Architectural Control Committee. Stockade fences shall not be allowed in the front yard.

11. UNDERGROUND UTILITIES. Except as to temporary utility lines used during construction, all utility lines and lead-in lines, including but not limited to, electrical lines, cable television lines, telephone lines and water and septic tanks located within the confines of any lot or lots shall be located underground.

12. PARKING RESTRICTIONS. No overnight campers, motorhomes, commercial vehicles, or trucks, not including pickup trucks, four-wheel drive vehicles, or vans, used exclusively by family members for family purposes, or boats or boat trailers shall be parked or located on any lot in such a position as to be visible from any street, except that campers, motorhomes, and other recreational vehicles may be parked on lots or located to accomplish cleaning, care, and maintenance for a period not to exceed twenty-four (24) consecutive hours or any one (1) day in the aggregate in any one (1) month. No automobiles or other vehicles shall be parked on any grassed portion of any lot and no vehicle shall be parked in the street overnight. Residents who have visitors or guests who are traveling by recreational vehicle shall notify and obtain written permission from the Board of Directors if the duration of the visit will exceed twenty-four (24) hours. No trucks exceeding 8,000 pounds and 80 inches in width shall be parked on lots. No major repairs or mechanical servicing of automobiles or other vehicles shall be permitted in any areas of this Subdivision. Major repairs or mechanical servicing is used herein and defined to mean the provision of any services for the maintenance or repair of an automobile or other vehicle which is not accomplished within a consecutive twenty-four (24) hour period. Any vehicle which is parked in violation of the above restrictions shall be subject to towing without notice by the Board of Directors (not the residents) at the Owner's expense.

13. ALUMINUM ROOFS AND STORAGE FACILITIES. No aluminum roofs are allowed within the Subdivision, provided that aluminum roofs over screened porches may be permitted by the Architectural Control Committee. No aluminum or steel sheds or other auxiliary storage building shall be allowed on any lot.

14. LEASING. No lot or structure constructed thereon may be leased unless the entire lot and structure is leased to the same Tenant, and no part of a lot may be subleased. No unit may be leased for a period of less than one (1) year. Each lease shall contain the agreement of the Tenant to comply with this Declaration and that the failure of the Tenant to so abide shall give the Association the right to terminate such lease, remove the Tenant, and hold the owner and Tenant jointly and severally liable for costs and damages the Association may incur,

specifically including, but not limited to, all costs of maintaining such action, including all attorneys' fees, and if the lease does not so provide it shall be deemed to include such provision. Each Tenant will be jointly and severally liable with the lot owner for any damages to the common areas or other injuries or damage caused by the acts, omissions or negligence of the Tenants and those claiming the acts, omissions or negligence of the Tenants and those claiming by, through or under him. Such Tenant shall likewise be liable jointly and severally with the lot owner for any special assessments levied against the lot arising out of matters occurring during the tenancy of such Tenant. All leases shall be subordinate to any lien filed by the Association. Leases must be approved in accordance with Article VIII.

15. UNUSED EQUIPMENT. No unused equipment such as car bodies, building materials or any unsightly debris shall be allowed to remain on any lots unless under roof and/or unless concealed from public view. Inoperable, abandoned, or junk vehicles are not permitted on any lot or street in the Subdivision. This includes vehicles without current license plates, vehicles with flat tires, wheels missing, extensive damage or any other external signs of inoperable condition, or vehicles for which no owner can be found. If the vehicle is parked on a lot, Common Area, or a street of this Subdivision for more than fifteen (15) days in the condition noted above, notice shall be placed on the windshield of the vehicle and if not corrected in ten (10) days, the vehicle shall be subject to towing at the Owner's expense.

16. LAKES. No boats, canoes, kayaks, or vessels of any other sort, description, or type shall be permitted in or upon the waters of any lakes comprising any portions of the Common Areas. No owners shall construct or maintain any dock from any lot abutting any lake comprising any portion of the Common Areas. No swimming or bathing shall be permitted in any of the lakes.

17. CHILDREN'S GYM SETS, SWINGS AND POOLS. All children's creative activity exercise equipment shall be located in the rear of the lot between the two side lines of the existing residence thereon and shall be screened from neighborhood property, Common Areas and roadways by landscaping or by decorative walls.

18. LIVESTOCK AND POULTRY. No livestock or poultry of any kind shall be raised, bred or kept on any lot, except that a dog, cat or other household pets, not totalling more than two (2) per lot, may be kept, provided that they are not kept, bred or maintained for any commercial purposes.

In no event shall any pet be permitted to remain upon any lot by the Association in the event such pet shall exceed forty (40) pounds in weight in the case of any dog and ten (10) pounds in weight in the case of any cat, or in the event any such pet shall cause, create, or contribute to any nuisance, unreasonable disturbance, annoyance, or noise as determined by the Board of Directors. Furthermore, all such pets shall at all times be restrained within the confines of a fence erected in compliance with the provisions hereof.

19. COMPOST AND WOOD PILES. All compost piles and wood for use in fireplaces shall be located in the rear of the lot between the two sides of the dwelling thereon and shall be screened from neighboring property, Common Areas, and roadways, either by landscaping or by a decorative wall.

20. PHASE DEVELOPMENT - FAMILY SECTIONS. The Developer reserves the right to develop the Subdivision in several different phases. The exact number and nature of which have not as yet been determined. The provisions of this Declaration of Restrictions shall, except where specifically modified, be uniform throughout all phases of the Subdivision, however, the

Developer reserves the right to designate one or more phases of the Subdivision as family sections prior to the sale of any lot located in any such phase of the Subdivision. As used herein, family section is defined to mean that any owner of any lot shall be or permit any person who shall be less than sixteen (16) years of age to permanently reside in any building constructed upon any lot located in a family section of the Subdivision as designated by the Developer. In order to so designate any phase as a family section, the Developer shall record a legal description and family section designation in the public records of Manatee County, Florida.

### III

#### MAINTENANCE

1. MAINTENANCE. The Association shall be responsible for 1) maintaining Common Areas of the Subdivision; 2) all exterior landscaping, trees, shrubs, ground cover and lawn maintenance on any lot, specifically including all watering, fertilizing, lawn mowing, trimming and edging, providing, however, such lawn and shrubbery maintenance shall be limited to those items of vegetation provided and planted by the Developer and shall be performed at such times and in such manner as determined to be reasonable and cost effective solely by the Board of Directors; 3) all exterior painting, staining, roof repair and replacement for any building located on any lot which shall be deemed reasonable and necessary by the Board of Directors; and 4) such other matters as the Board of Directors or the members may designate. By accepting a deed to a lot each owner is hereby deemed to waive all claims against the Developer, the Association, the Board, its members and all agents and employees of the Association with regard to the performances of its duties pursuant to the provisions of this paragraph. The cost of all such maintenance as set forth in this paragraph shall be a common expense of all the Owners of the Subdivision and shall be paid from the assessments collected from each Owner.

For the purpose solely of performing the exterior maintenance authorized by this Article, the Association through its duly authorized agents or employees shall have the right, after reasonable notice to the Owner, to enter upon any Lot at reasonable hours on any day except Sunday.

Except as otherwise provided herein, each Owner shall maintain his residence and all other improvements, in a good, safe, attractive, and neat condition. The repair of any damage, decay, or other evidence of wear and tear on the exterior portion of any dwelling except as required to be made by the Association, or upon any interior portion either up to the centerline of any wall abutting another residence or visible from the outside of the dwelling, shall be made properly by each Owner in accordance with the original plans and specifications used by the builder and in a timely manner. In the event any maintenance or repairs shall become due as a result of the negligent, willful or intentional act of any owner, his family, guests or invitees, the cost of effecting such maintenance or repairs above any resulting proceeds of insurance received by the Association, may be added to the Owner's assessment. In the event such costs shall exceed One Thousand (\$1,000.00) Dollars, the Board of Directors shall determine a monthly payment plan by which such owner shall pay such additional assessment amount which monthly payment amount shall include a reasonable rate of interest.

In the event that any Owner shall fail to properly maintain his residence or other improvements as set forth above within five (5) days after notice of the violation, the Association shall have the right to make such repairs or maintenance as necessary to make said dwelling comply with the original plans or specifications or which may be necessary at the reasonable discretion of the Board of Directors of the Association, to correct any unsightly appearance, and may add the costs of said

repairs or maintenance to the Owner's annual assessment. Notwithstanding the foregoing, each Owner receiving a notice of violation, may within the five-day period provided, request a formal meeting with the Board of Directors to discuss the said violation, which meeting will be held as soon as practicable upon the violator's request and at the sole convenience of the Board of Directors. The decision of the Board of Directors shall be final and binding upon the Owner. The Association shall further have the right to enforce collection for reimbursements generally and the Association shall be entitled to recover all costs and reasonable attorney's fees through all pre-trial, trial and appellate levels. In the event the Association elects to make any repair or perform any maintenance as set forth herein above, the Association, its employees, and agents, shall have the right to reasonable access to the premises and the entry by the Association, its employees, and agents, shall not be deemed a trespass.

2. SURFACE USAGE. No lot shall be used as a dumping ground for rubbish. All garbage or trash containers, oil tanks, bottled gas tanks, soft water tanks or similar structures or insulation shall be placed under the surface of the ground or in enclosed areas so as not to be visible from the street or objectionable to any adjacent residence. Each lot, whether occupied or unoccupied, shall at all times be kept mowed, maintained, cleaned and free from refuse, debris and fire hazard. Above ground swimming pools or spas will be allowed provided that there is a privacy fence completely surrounding such above ground pool or spa so that it can not be viewed from any adjoining lots, and such privacy fence must not be a chain link fence and must meet the requirements of Article II, Paragraph 10.

3. MAINTENANCE OF LAKES: The Association shall be responsible for the water quality and bed of the Lakes to the edge of the water and the area by the edge of the water and the top of the slope of such Lakes.

4. MANAGEMENT SERVICES: The Association may contract for the management of all or part of the Properties for purposes of carrying out all or a portion of the maintenance services provided for in this Declaration.

5. UTILITY SERVICES: The Association may contract with public or private utility companies for purposes of supplying utility services to the Properties and may assess the costs and expenses charged by such utility companies as part of the Periodic Assessments or as a Special Assessment.

#### IV ARCHITECTURAL CONTROL COMMITTEE

1. ARCHITECTURAL CONTROL COMMITTEE. A committee known as the Architectural Control Committee will be established and appointed by the Developer, and shall report directly to the Developer until such time as the Developer has transferred control of Melwood Oaks Homeowner's Association to the Owners of lots in the Subdivision other than Developer. Thereafter, the Architectural Control Committee shall be appointed and controlled by the Board of Directors. The purpose of the Architectural Control Committee is to ensure the aesthetic, harmonious and compatible development and maintenance of the Subdivision.

2. ARCHITECTURAL CONTROL. No building shall be erected, placed, or altered on any lot until the construction plans and specifications and a plan showing the location of the structure and landscaping, including without limitation, fences, additions, doghouses, pools, spas, driveways and any other exterior construction or placement of any nature whatsoever, have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures and location with respect to topography and finished grade elevation. The Architectural Control Committee,



acting at its discretion, shall encourage and approve only such residences and structures as will architecturally conform to those residences and structures already in existence in the Subdivision without limiting approval of structures of modern or traditional architectural design, which shall be deemed aesthetically pleasing. The Architectural Control Committee's approval of any structure shall be final and binding on all purchasers in the Subdivision and the actions of the Committee shall not be subject to subsequent disapproval by any purchaser or group of purchasers in the Subdivision. Moreover, the Architectural Control Committee's decision on structures allowed within the Subdivision is the final authority on the structures to be erected within the Subdivision and there shall inure to the Association any and all lien rights and any and all other rights and remedies provided in law and equity to enforce the Committee's decisions; provided, however, that the provisions of this paragraph and all other provisions contained in this instrument pertaining to architectural control shall not apply to the undersigned Developer.

**3. COMMITTEE APPROVAL OR DISAPPROVAL.** The Committee's approval or disapproval as required in these covenants shall be in writing. The Committee approval may include reasonable conditions in accordance with provisions of this Declaration or such reasonable rules, regulations or standards as approved by the Board of Directors of the Association. The Committee may disapprove any plans submitted to it for any of the following reasons: (i) failure of such plans to comply with any provision of this Declaration; (ii) failure to include information in such plans as requested or required by the Committee (iii) objection to the site plan, exterior design, appearance or materials of any proposed improvements, including without limitation, colors or color scheme, finish, proportion, style of architecture, proposed parking, height, bulk or appropriateness of any proposed improvement; (iv) incompatibility of the proposed improvements or use with existing improvements or uses within the Subdivision; (v) failure of the proposed improvements to comply with any zoning, building, health or other governmental laws, codes, ordinances, rules or regulations or (vi) any other matter which in the judgment and sole discretion of the Committee would render the proposed improvement inharmonious or incompatible with the plan of development of the subdivision or of any portion thereof. In the event of a disapproval, the Committee shall, if requested and if possible, make reasonable efforts to assist and advise the applicant so that acceptable plans can be prepared and resubmitted for approval. In the event the Committee, or its designated representative, fails to approve or disapprove within fifteen (15) days after plans and specifications have been submitted, or, in any event, if no suit to enjoin the construction has been instituted within forty-five (45) days after its commencement, approval will not be required and the related covenants shall be deemed to have been complied with fully. Any structure completed with the Committee's approval or in accordance with the terms of this paragraph, shall be determined to have been approved by the Architectural Control Committee and the related covenants provided herein shall be determined as being complied with fully. The Committee shall have the right, from time to time, to prescribe reasonable rules and regulations concerning the method and procedure for submitting plans and specifications and its review thereof.

**4. MINOR VIOLATIONS, RELEASE FROM COVENANTS.** When a building or other structure has been erected, or its construction substantially advanced, and the building is located on any lot in a manner as to constitute a violation or violations of these covenants and restrictions, the Architectural Control Committee shall have the right at any time to release the lot, or portions of it, from any part of the covenants and restrictions as are violated. However, the Committee shall not give any such release except with respect to a violation that it determines to be minor as determined at the Committee's sole discretion, and such waiver may, in the Committee's sole determination, be necessary to

prevent an unnecessary hardship.

5. CONSTRUCTION COMPLETION. Upon commencement or construction of any improvement, the owner shall diligently and expeditiously carry same to completion in accordance with the plans and specifications as approved, within nine (9) months of commencement of construction.

6. SUBSEQUENT ADDITIONS TO HOMES AND/OR LOTS. After a dwelling has been occupied or has received a Certificate of Occupancy, any proposal for additional exterior additions or any changes in the use of the lot, including without limitation, doghouses, fences, spas, driveways, wood decks, in-ground pools, satellite communication discs, or any other exterior construction, modification, or placement of a structure whatsoever, must be submitted to the Architectural Control Committee with the plans, specifications and location, to receive its approval prior to any work being performed, and any failure to comply with this provision shall inure to the Association any and all rights and remedies in law and equity to assure such compliance.

7. DEVELOPER'S EXEMPTION: Developer shall be exempt from the provisions hereof with respect to alterations and additions desired to be effected by Developer and shall not be obligated to obtain Committee approval for any construction or changes in construction which the Developer may elect to make at any time.

V

MELWOOD OAKS HOMEOWNERS ASSOCIATION

1. HOMEOWNERS ASSOCIATION. Developer's principals have formed a Florida non-profit corporation pursuant to Chapter 617 of the Florida Statutes. The name of the corporation so formed is Melwood Oaks Homeowners' Association, Inc. A copy of the Articles of Incorporation and Bylaws of the Association are attached hereto as Exhibits "B" and "C" respectively. Each owner of a lot or parcel in this Subdivision upon acquiring title to the lot or parcel shall become a member to the Association and shall pay to the Association uniform periodic assessments as provided herein.

2. OWNERSHIP OF COMMON AREAS. Developer shall convey to the Association all of its interest in the Common Areas in the Subdivision not previously conveyed to the general public, or private or public utilities by dedication or otherwise, if any. Any such area not maintained by a public authority or a public or private utility company shall be maintained by the Association.

3. ASSESSMENTS.

Section 1. Lien and personal obligation of assessments. Each owner of a lot is hereby deemed to covenant by acceptance of his deed for such lot, whether or not it shall be so expressed in his deed, to pay to the association (1) monthly assessments, (2) special assessments for capital improvements and other expenditures that the Association deems appropriate, and (3) a working capital contribution. Such assessments will be established and collected as hereinafter provided. The monthly and special assessments, together with interest, costs, and reasonable attorneys' fees, shall be a charge on the land and a continuing lien on each lot against which such an assessment is made. Each such assessment, together with interest, costs, and reasonable attorneys' fees shall also be the personal obligation of the person or persons who owned the lot at the time the assessment fell due, and such personal obligation shall pass to the successors in title of such person or persons unless expressly otherwise provided herein.

Section 2. Purpose of monthly assessments. The monthly assessments levied by the association shall be used exclusively to promote the health, safety, welfare, and recreation of the residents in the subdivision, and for the improvement and

maintenance of the Common Areas and of the homes situated within the subdivision. Monthly assessments shall include, and the association shall acquire and pay for out of the funds derived from monthly assessments, the following:

- (a) Maintenance and repair of the Common Area.
- (b) Water, sewer, garbage, electrical, lighting, telephone, gas, and other necessary utility service for the Common Area.
- (c) Acquisition of furnishings and equipment for the Common Area as may be determined by the association, including without limitation all equipment, furnishings, and personnel necessary or proper for use of the recreational facilities.
- (d) Maintenance and repair of storm drains, sanitary sewers, and private streets within the confines of the subdivision.
- (e) Fire insurance covering the full insurable replacement value of improvements located within the Common Area with extended coverage.
- (f) Liability insurance insuring the association against any and all liability to the public, to any owner, or to the invitees or tenants of any owner arising out of their occupation and/or use of the Common Area. The policy limits shall be set by the association, and shall be reviewed at least annually and increased or decreased in the discretion of the association, but in no event shall such insurance be in an amount less than that specified in the FNMA Lending Guide, Chapter Three, Part 5, Insurance Requirements, as the same may be modified from time to time.
- (g) Workmen's compensation insurance to the extent necessary to comply with Section 440.38 of the Florida Statutes, and any other insurance deemed necessary by the Board of Directors of the Association.
- (h) A standard fidelity bond covering all members of the Board of Directors of the Association and all other employees of the Association in an amount to be determined by the Board of Directors, but in no event shall such insurance be in an amount less than that specified in the FNMA Lending Guide, Chapter Three, Part 5, Insurance Requirements, as the same may be modified from time to time.
- (i) Any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations, insurance, taxes, or assessments which the association is required to secure or pay pursuant to the terms of this Declaration or by law, or which shall be necessary or proper in the opinion of the Board of Directors of the Association for the operation of the Common Areas, for the benefit of lot owners, or for the enforcement of these restrictions.
- (j) A reserve fund for the periodic maintenance, repair, and replacements of improvements to or of the Common Areas.
- (k) All other items of maintenance as set forth herein.

Section 3. Special assessments. In addition to the monthly assessments authorized above, the association may levy in any assessment year a special assessment applicable to that year only for the purpose of defraying in whole or in part, the cost of any construction, reconstruction, repair, or replacement of a capital improvement on the Common Area, including fixtures and personal property related thereto which shall exceed the amounts of any reserve maintained for such purposes and such other expenditures

that the Association deems appropriate. Any such assessment must be approved by a majority of members.

**Section 4. Notice and quorum for action authorized under Section 3.** Written notice of any meeting called for the purpose of taking any action authorized by Section 3 above shall be sent to all members not less than thirty (30) nor more than sixty (60) days in advance of such meeting. In the event the proposed action is favored by a majority of the votes cast at such meeting, but less than the majority of members, members who were not present in person or by proxy may give their assent in writing within fifteen (15) days after the date of such meeting.

**Section 5. Uniform rate of assessment.** Both monthly and special assessments must be fixed at a uniform rate for all lots for which certificates of occupancy or their equivalent have been issued within any phase of the Subdivision or additional property which may become a part of the Subdivision.

**Section 6. Commencement and collection of monthly assessments.** The monthly assessments provided for herein shall commence as to all lots obligated to pay the same on the first day of the month following the conveyance of the Common Area. The first monthly assessment shall be adjusted according to the number of months remaining in the month of assessment. The Board of Directors shall fix the amount of the monthly assessment against each lot obligated to pay the same at least thirty (30) days in advance of the due date thereof and shall fix the dates such amounts become due. Notice of the monthly assessments shall be sent to every owner subject thereto. The association shall, on demand and for a reasonable charge, furnish a certificate signed by an officer of the Association, setting forth whether the assessments against a specific lot have been paid.

**Section 7. Effect of nonpayment of assessments; remedies of the association.** Any assessment not paid within fifteen (15) days after the due date shall be deemed in default and shall bear interest from the due date at the rate of eighteen (18%) percent per annum. The association may bring an action at law against the owner personally obligated to pay the same, or may foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his lot.

**Section 8. Subordination of assessment lien to mortgages.** The assessment lien provided for herein shall be subordinate to the lien of any first mortgage. A sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to a mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the assessment lien as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

**Section 9. Working capital contribution.** Each owner shall pay to the Association at the time of closing of the sale of such owner's lot, a one-time only working capital contribution equal to two payments of the monthly assessment in effect as of the date of the closing on the sale of such owner's lot. Such working capital contribution shall be maintained in an account for the exclusive use and benefit of the Association. The purpose of such fund is to insure that the Association will have cash available to meet unforeseen expenditures or to acquire additional equipment or services deemed necessary or desirable in connection with the Common Areas. Any such working capital contribution shall not be deemed advance payments of the regular assessments.

**4. MEMBERSHIP.** Membership in the Association shall automatically terminate upon the sale of a lot as evidenced by a recorded deed conveying the same to a new owner (who shall then become a member of the Association). In the event of joint ownership of a lot each co-tenant shall be a member of the

Association but they shall only be permitted one vote per lot.

5. DUTIES AND POWERS OF ASSOCIATION. The Association shall concern itself with the making and carrying out of policies and procedures and shall institute such programs as will be desirable for the purpose of maintaining a desirable social and community life with the Subdivision, all as more particularly set forth in the Articles of Incorporation and Bylaws of the Association.

The Association shall have the right to enter upon any lot and any structure located thereon to make emergency repairs and do other work reasonably necessary for the proper maintenance and operation of the Subdivision in accordance with the provisions of this Declaration. All expenses incurred by the Association in connection with the performance of such repairs or other work in accordance with the provisions of Article 3, Subsection 1, hereof, shall be added to the owner's monthly assessment and collected as otherwise provided herein.

The Association shall have the right to grant permits, licenses, and easements over the Common Areas for utilities, roads and other purposes reasonably necessary or useful for the proper maintenance or operation of the Subdivision and the benefit of Owners.

#### VI ENFORCEMENT

1. ENFORCEMENT OF COVENANTS. If any person, firm or corporation, or their heirs or assigns shall violate or attempt to violate any of these covenants or restrictions, it shall be lawful for the Developer, the Association or any other person, firm or corporation owning any lot in the Subdivision, to commence any proceeding at law or in equity against the violator or attempted violator whether such proceeding is to prevent such violator from so doing or to recover damages or other costs for such violation. In the event of such action, the violator shall be liable for all costs of litigation including attorneys' fees through all pre-trial, trial and appellate levels. All such fees and costs shall become a lien on the property in the same manner as unpaid assessments and the lien may be foreclosed in the same manner as for assessments. There shall be no liability assessed against any person for non-enforcement of these covenants and restrictions. Failure to prosecute a violation shall not be deemed a waiver or to create any rights in the violator or any other person or a continuing or new violation. Except as otherwise provided herein, in the event of any violation of these covenants or restrictions, the Association shall provide the violator with written notice of same and said violator shall have a period of no less than five (5) days in which to correct said violation or to request a formal meeting with the Board of Directors of the Association which shall be held as soon as practical after receipt of the violator's request and at the sole convenience of the Board of Directors. At said meeting the violator shall have the opportunity to explain the violation, however, the decision of the Board of Directors shall be final and binding upon the Owner. Upon the expiration of the five (5) day notice period or upon conclusion of the formal meeting with the Board of Directors, provided that the violator has not presented the Board of Directors with reasonable justification for the violation, the Association, Developer or any other Owner shall have the right to exercise the remedies set forth herein in the event the violator has otherwise failed to correct the violation.

#### VII LENDERS' ADDITIONAL RIGHTS

The Association shall make available current copies of this Declaration, its Bylaws and other Rules concerning the Subdivision and all books, records, and financial statements of the Association to all owners and any lender designated by such

owner who shall intend to or who shall hold a first mortgage on such owner's lot as well as all holders, insurers, or guarantors of any first mortgage on any such lot. As used herein, available shall mean available for inspection, upon request, during normal business hours or under other reasonable circumstances. Any holder of a first mortgage on any lot is entitled upon written request to a financial statement of the Association for the fiscal year next immediately proceeding a date of such written request.

Upon written request to the Association identifying the name and address of the holder, insurer, or guarantor of any first mortgage and the lot number or address of a lot upon which such first mortgage shall be an encumbrance, any mortgage holder, insurer, or guarantor will be entitled to timely written notice of:

(a) Any condemnation or casualty loss that affects either a material portion of the Subdivision or the lot securing its mortgage.

(b) Any sixty (60) day delinquency in the payment of assessments or charges owed by the Owner of any lot on which it holds the mortgage.

(c) A lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association.

(d) Any proposed action that requires the consent of a specified percentage of mortgage holders.

#### VIII LEASE OF LOTS

In order to maintain a community of congenial residents and protect the value of all Common Areas, the lease of any lot or building erected on such lot, hereinafter collectively referred to as "lease of lots", by any owner, other than the Developer, shall be subject to the following restrictions. No owner or other person may lease any interest in any lot, or having so acquired such interest, may continue to hold such interest, except with the approval of the Association in accordance with the provisions of this Article. An owner or other person intending to lease any interest in any lot shall give notice to the Association of such intention, together with the name and address of the intended Tenant and such other information as the Association may reasonably require including, but not limited to, a complete rental history of the proposed Tenant for the two-year period immediately preceding the date of such notice. The notice of a lease shall be accompanied by an executed copy of the proposed lease, or if such lease shall be verbal, by a summary of the terms thereof.

The Association shall either approve or disapprove such lease and Tenant within thirty (30) days of receipt of the notice and other information as set forth herein, specifically including such additional information as the Association may reasonably require in connection with the consideration of any such notice. In the event the Association shall fail to either approve or disapprove of the lease and/or Tenant within the time limits provided by this section, then after the expiration of such time period, the Association shall be deemed to have approved of such lease and Tenant and shall, upon written request therefor, issue an appropriate certificate of approval.

In no event shall any lease be approved except as in accordance with the provisions of Article II, Section 14 of these Restrictive Covenants. Each owner of a lot is hereby deemed to covenant, by acceptance of his deed for such lot, whether or not it shall be so expressed in his deed, to waive all liability against the Association, specifically including, but not limited

to, all its members, employees, and agents for the failure to approve or, in the alternative, the disapproval of any prospective Tenant or lease as set forth herein.

The Association shall be entitled to charge a reasonable fee not to exceed the sum of \$50.00 for expenses incurred in connection with the review of any notice and other information pertaining to a proposed Tenant and lease and the cost of issuing a certificate of approval for the same. All notices pertaining to any such proposed lease and Tenant shall be accompanied by payment in an amount as established by the Association for the costs of review and issuance of such certificate prior to the consideration of any such notice and the time periods as set forth herein shall not commence until receipt of such payment.

IX  
ADDITIONAL RIGHTS OF MANATEE COUNTY

1. Notwithstanding anything herein contained to the contrary, the Association shall not be dissolved, nor shall the Association dispose of any Common Area by sale or otherwise except to an organization conceived and organized to own and maintain the Common Areas, without first offering to dedicate the same to Manatee County or other appropriate governmental agency.

2. No lands in the Common Area shall be denuded, defaced or otherwise disturbed in any manner at any time, except for construction of improvements, maintenance or repair, without the prior written approval of the Manatee County Planning and Development Director.

3. In the event the Association, or any successor organization, shall fail to maintain the Common Area in reasonable order and condition, Manatee County, upon notice and hearing, may enter upon the Common Area for the purposes of maintaining same. Such entry shall not vest the public with a right to use the Common Area. The cost of maintenance by the County shall be assessed pro-ratedly against the Lots and shall be a charge on the Lots. Such charges shall be paid by the Owners within 60 days of the receipt of the statement therefor and shall become a lien on the property if not paid at the end of such period.

X  
GENERAL

1. COPY OF DEED RESTRICTIONS. Owners renting or selling their dwellings or lots are responsible for providing tenants or new Owners with a copy of the Declaration of Restrictions. Such Owners are responsible for giving the Association prompt written notice of all transfers of any lots within the Subdivision, and prompt written notice that all Tenants or new Owners have received a copy of the Declaration of Restrictions.

2. RESOLUTION OF DISPUTES. The Board of Directors shall not be involved in disputes between residents over children, animals, violations of the peace or petty grievances, etc. For resolution of these matters, residents shall rely upon their own judgment, or in extreme cases notify the Sheriff's Department, Manatee County. Owners are reminded that they are under the legal jurisdiction of Manatee County and the State of Florida.

3. DURATION OF COVENANTS. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time they shall be extended automatically for successive periods of twenty-five (25) years, unless an instrument signed by a majority of the then Owners of the lots has been recorded agreeing to change the covenants in whole or in part.

4. AMENDMENTS. The covenants and restrictions of this



Declaration of Restrictions may be amended subject to the limitations otherwise set forth herein, by duly recording an instrument executed and acknowledged by not less than a majority of the Owners of the lots of the Subdivision.

5. ADDITIONS TO DEVELOPMENT WITHOUT FURTHER ASSENT OR PERMIT. Developer hereby reserves the right, exercisable from time to time, to subject other real property to the restrictions set forth herein if available, in order to extend the scheme of this Declaration to additional property to be developed as part of the Subdivision, and thereby to bring such additional property within the jurisdiction of the Association and, add additional lots to the existing property or subdivide lots already platted. The additions herein authorized shall be made by filing of record one or more supplementary declarations with respect to the properties to be then subject to this Declaration and which shall subject such addition to assessment for their just share of the Association's expenses.

Provided further, however, that so long as either the Federal Housing Administration or the Veterans Administration has an interest in Melwood Oaks-Phase IIA Subdivision, the annexation of properties to Melwood Oaks-Phase IIA Subdivision will require the prior approval of either the Federal Housing Administration or the Veterans Administration.

6. SURVIVAL OF PROVISIONS. Invalidation of any one of the covenants herein by judgments or court order shall in no way affect any of the other provisions herein which shall remain in full force and effect.

7. FHA and VA APPROVAL. As long as either the Federal Housing Administration or the Veterans Administration has an interest in Melwood Oaks-Phase IIA Subdivision, the following actions will require the prior approval of either the Federal Housing Administration or the Veterans Administration: Amendment of this Declaration and dedication of Common Area.

IN WITNESS WHEREOF, the undersigned have caused this Declaration of Restrictions to be executed this 2nd day of December 1988.

(Corporate Seal)  Seal Melwood Oaks Corp

MELWOOD OAKS CORPORATION, a Florida Corporation

WITNESSES:  
Jennifer M. Winterbottom  
Jane-Elleu Christy

By: D. L. Greenhill  
D. L. Greenhill, Pres.

STATE OF FLORIDA  
COUNTY OF MANATEE

The foregoing instrument was sworn to and acknowledged before me this 2nd day of December, 1988, by D. L. Greenhill, as President of MELWOOD OAKS CORPORATION, a Florida Corporation, on behalf of said corporation.

Jane-Elleu Christy  
Notary Public  
My Commission Expires: 8/19/92





EXHIBIT "A"

LEGAL DESCRIPTION

All of Melwood Oaks-Phase IIA Subdivision, as shown on the plat thereof recorded in Plat Book 24, Pages 163 thru 164, inclusive, of the Public Records of Manatee County, Florida.

DECLARATION OF RESTRICTIONS

316503

MELWOOD OAKS PHASE IIB

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, MELWOOD OAKS CORPORATION, a Florida Corporation (hereinafter referred to as "Developer"), being the owner of the following described land located in Manatee County, Florida, to wit:

SEE ATTACHED EXHIBIT "A"

In order to protect the health and welfare of the public and to protect property values and to maintain the attractiveness of the community, Developer hereby imposes the following covenants and restrictions on the use of the above-described real property, specifying that this Declaration shall constitute a covenant running with the land, that each deed to any owner of a lot in this Subdivision shall contain a reference to this Declaration of Restrictions as recorded in the Public Records of Manatee County, Florida, and that the restrictions set forth in this Declaration of Restrictions shall be binding for a period set forth hereinafter and shall be for the benefit of and limitation on all present and future owners of the real property:

I  
DEFINITIONS

1. "Architectural Control Committee," means that body organized and established to oversee the development and maintenance of the Subdivision.

2. "Association" means Melwood Oaks Homeowners Association, Inc., a Florida not-for-profit corporation, organized and established for the purposes set forth herein.

3. "Board of Directors" means the Board of Administration of Melwood Oaks Homeowners Association, Inc.

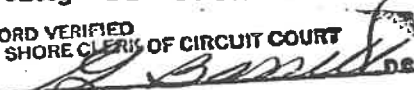
4. "Common Area" shall mean all real property, including any improvements located thereon owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association at the time of the conveyance of the first lot is all that real property comprising Melwood Oaks Phase I, as per plat thereof recorded in Plat Book 22, Pages 157 through 158, Public Records of Manatee County, Florida, and Melwood Oaks Phase IIB, other than platted lots as shown on the recorded plat of these subdivisions, specifically including all private roads.

5. "Developer" means MELWOOD OAKS CORPORATION, a Florida Corporation, its successors and assigns.

6. "Lot" means a platted lot in the Subdivision.

7. "Owner" means an owner of a lot in the Subdivision.

8. "Subdivision" means MELWOOD Oaks Phase IIB according to the plat thereof recorded at Plat Book \_\_\_\_\_, Page \_\_\_\_\_ through \_\_\_\_\_, inclusive, of the Public Records of Manatee County, Florida, and such other parcels of real property which the Developer may also develop as platted subdivisions which shall be identified utilizing either a Roman numeral or a Roman numeral and a capital letter preceded by the name "Melwood Oaks Phase", which numerals or numeral and letter may, but need not be sequential. The Developer shall submit such subsequently platted subdivisions to the provisions of these restrictions and covenants by filing a submission statement subsequent to the platting of such subdivision; provided further, however, the

RECORD VERIFIED  
R.B. SHORE CLERK OF CIRCUIT COURT  
BY: 

O.R. 1259 PG 1979

5/16/89  
APPROVED IN OPEN SESSION  
BOARD OF COUNTY COMMISSIONERS, MANATEE COUNTY

Developer reserves the exclusive rights to modify the provisions of this Declaration of Restrictions as to any such subsequently platted subdivisions. Upon the imposition of this Declaration of Restrictions as to any such subsequently platted subdivision, pursuant to such submission, such subdivision shall become part of the Melwood Oaks Community and all Common Areas of such subdivision shall be deeded to the Association which shall control the use and maintenance of such Common Areas, consistent with the provisions hereof.

## II USE RESTRICTIONS

1. LAND USE AND BUILDING TYPE. Other than designated common areas, each lot except those owned by the Developer, shall be used exclusively for residential purposes and no commercial activity shall be conducted thereon. No structure shall be erected, altered, placed or permitted to remain thereon other than one single-family dwelling not to exceed two (2) stories in height with an attached garage and having a living area of not less than permitted by law, exclusive of garage, screened-in porch, and breezeway. All houses shall be constructed of new and durable materials, except for decorator brick, wood or similar items. Architecture, character, style, massing, form and colors compatible with the existing structures and character of the Subdivision are encouraged. All external building walls must be of cement block, stucco or sprayed with stucco, or of concrete, wood, brick or stone, or combination thereof. No asbestos shingles, or asbestos siding or any type of asphaltic, or similar coverings shall be used on exterior walls. All roofs shall be of glazed tile, cement, slate, Bermuda style cement, fiberglass, shingle or cedar shake unless otherwise approved by the Architectural Control Committee in writing.

2. TEMPORARY STRUCTURES. No structure of a temporary character, trailer, tent, shack, garage or other outbuilding shall be used on any lot at any time as a residence, temporary or permanently, and not more than one structure may be erected on any lot. No building or structure other than contractor tool houses or other similar structures shall be erected on any lot prior to the construction of a residential dwelling.

3. SETBACKS. All Lots shall comply with front, rear and side setback requirements as established by County zoning regulation or ordinances in effect at the time of construction.

4. RESUBDIVIDING. No lot shall at any time be subdivided or resubdivided other than as originally subdivided in accordance with the recorded Plat of the Subdivision, so that no two lots may be replatted into one lot, and no one lot may be subdivided into two or more lots, without the Association's prior approval.

5. EASEMENTS. Easements for installation and maintenance of utilities, Common Areas, and drainage facilities are reserved as shown on the recorded plat and as may otherwise be necessary to provide utilities and drainage to all parts of the Subdivision. Within these easements, no structure, planting, fence, or other materials shall be placed or permitted to remain that may damage or interfere with the installation and maintenance of utilities or roads, or change the direction or flow of drainage channels in the easements or obstruct or retard the flow of water through drainage channels in the easements. All roads within the Subdivision are Common Area private roads and are to be maintained by the Association. The roadways are located as shown on the plat.

There is reserved unto the Developer so long as it owns a Lot the right to grant reasonable easements for the installation and maintenance of temporary roads, cable television services,

security system services, public utilities and irrigation systems (including the installation of irrigation pumps) on the Common Areas in addition to those easements already reserved.

A non-exclusive easement is hereby granted to the appropriate governmental authorities and to the appropriate private organizations supplying health, sanitation, police services and any emergency services such as fire, ambulance and rescue services, for purposes of ingress and egress over the Common Areas.

Every owner shall have a non-exclusive right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with title to every lot, subject to the following provisions:

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

(b) The right of the Association to suspend the voting rights and the right to use of the recreational facilities comprising any portion of the Common Areas by an owner for any period during which any assessment against the Owner's lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations after a hearing by the Board of Directors.

(c) The right of the Association to dedicate, mortgage, or transfer all or any part of the Common Areas to any third party or public agency, authority, or utility for such purpose and subject to such conditions as may be agreed to by the Owners. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds (2/3) of all Owners, excluding the Developer, has been recorded.

(d) The right of the Developer, without approval of the Association, the mortgagee of any part of the subdivision, or the Owners, to dedicate easements and rights-of-way over the Common Areas in accordance with the terms of this Declaration; and

(e) Notwithstanding anything to the contrary contained herein, the Developer, and its successors and assigns, reserve the right to permit persons, other than Owners or those persons otherwise designated herein, the right to use all portions of the Common Areas and any facilities contained therein. The Developer and the Association further reserve the right to expand and add recreation or other facilities to or on the Common Areas.

Any Owner may delegate the right of enjoyment to the Common Area and facilities to immediate members of the Owners' family, the Owners' tenants, or temporary guests of the Owner.

6. **ADULT COMMUNITY.** Except as otherwise provided herein, and unless legally prohibited from doing so, all lots within the Subdivision are designated as adult sections. As used herein, adult section is defined to mean that no owner of any lot shall be or permit any person who shall be less than sixteen (16) years of age to permanently reside in any building constructed upon any lot located in an adult section of the Subdivision. All owners of all lots in the subdivision are hereby deemed to covenant by acceptance of his deed for such lot to waive all liability against the Developer and the Association and of their principal employees, agents and members for this designation or any change in this designation of the subdivision as an adult community and all acts related thereto.

7. NUISANCES. No obnoxious or offensive activity shall take place upon any lot nor shall anything be done thereon that may be or become a nuisance to the neighborhood, and any legal use or uses not in conformity with zoning and land use classifications applicable to the Subdivision is prohibited.

8. SIGNS. No sign of any kind shall be displayed to the public view on any lot except for signs used by the Developer to advertise the property during the construction and sales period.

9. CLOTHESLINES. All clotheslines shall be located in the rear yard of the lot and between the two side lines of the building thereon and shall be screened from neighboring property, Common Areas, and roadways, such that said clotheslines shall not be visible from any other lot or from any street within the Subdivision.

10. FENCES. No fence or wall shall be erected, placed or permitted on any lot unless it is of a type and construction, both in design and material, identical or similar to the those fences or walls presently constructed upon other lots in the subdivision and further provided it shall not restrict any drainage, maintenance, or utility easement and shall not be permitted to be placed on or erected on any maintenance easement or within five (5) feet of any rear property line, provided further, no such fence or wall shall be constructed upon any lot unless first approved in writing by the Architectural Control Committee. Stockade fences shall not be allowed in the front yard.

11. UNDERGROUND UTILITIES. Except as to temporary utility lines used during construction, all utility lines and lead-in lines, including but not limited to, electrical lines, cable television lines, telephone lines and water and septic tanks located within the confines of any lot or lots shall be located underground.

12. PARKING RESTRICTIONS. No overnight campers, motorhomes, commercial vehicles, or trucks, not including pickup trucks, four-wheel drive vehicles, or vans, used exclusively by family members for family purposes, or boats or boat trailers shall be parked or located on any lot in such a position as to be visible from any street, except that campers, motorhomes, and other recreational vehicles may be parked on lots or located to accomplish cleaning, care, and maintenance for a period not to exceed twenty-four (24) consecutive hours or any one (1) day in the aggregate in any one (1) month. No automobiles or other vehicles shall be parked on any grassed portion of any lot and no vehicle shall be parked in the street overnight. Residents who have visitors or guests who are traveling by recreational vehicle shall notify and obtain written permission from the Board of Directors if the duration of the visit will exceed twenty-four (24) hours. No trucks exceeding 8,000 pounds and 80 inches in width shall be parked on lots. Other than any lots containing two car garages, not more than two (2) automobiles or other motor vehicles, including all such vehicles listed above, shall be parked in or upon any portion of any lot at any time, other than vehicles driven by individuals providing immediate delivery or other services to such lot owner, in which event such parking privileges shall be extended only for the duration of time reasonably required to provide such service. Those lots containing two (2) car garages may have not more than three (3) automobiles or other motor vehicles parked in or upon such lot, provided that at least one such vehicle shall be entirely within the confines of the garage located upon such lot. No major repairs or mechanical servicing of automobiles or other vehicles shall be permitted in any areas of this Subdivision. Major repairs or mechanical servicing is used herein and defined to mean the provision of any services for the maintenance or repair of an automobile or other vehicle which is not accomplished

within a consecutive twenty-four (24) hour period. Any vehicle which is parked in violation of the above restrictions shall be subject to towing without notice by the Board of Directors (not the residents) at the Owner's expense.

13. ALUMINUM ROOFS AND STORAGE FACILITIES. No aluminum roofs are allowed within the Subdivision, provided that aluminum roofs over screened porches may be permitted by the Architectural Control Committee. No aluminum or steel sheds or other auxiliary storage building shall be allowed on any lot.

14. LEASING. No lot or structure constructed thereon may be leased unless the entire lot and structure is leased to the same Tenant, and no part of a lot may be subleased. No unit may be leased for a period of less than one (1) year. Each lease shall contain the agreement of the Tenant to comply with this Declaration and that the failure of the Tenant to so abide shall give the Association the right to terminate such lease, remove the Tenant, and hold the owner and Tenant jointly and severally liable for costs and damages the Association may incur, specifically including, but not limited to, all costs of maintaining such action, including all attorneys' fees, and if the lease does not so provide it shall be deemed to include such provision. Each Tenant will be jointly and severally liable with the lot owner for any damages to the common areas or other injuries or damage caused by the acts, omissions or negligence of the Tenants and those claiming the acts, omissions or negligence of the Tenants and those claiming by, through or under him. Such Tenant shall likewise be liable jointly and severally with the lot owner for any special assessments levied against the lot arising out of matters occurring during the tenancy of such Tenant. All leases shall be subordinate to any lien filed by the Association. Leases must be approved in accordance with Article VIII.

15. UNUSED EQUIPMENT. No unused equipment such as car bodies, building materials or any unsightly debris shall be allowed to remain on any lots unless under roof and/or unless concealed from public view. Inoperable, abandoned, or junk vehicles are not permitted on any lot or street in the Subdivision. This includes vehicles without current license plates, vehicles with flat tires, wheels missing, extensive damage or any other external signs of inoperable condition, or vehicles for which no owner can be found. If the vehicle is parked on a lot, Common Area, or a street of this Subdivision for more than fifteen (15) days in the condition noted above, notice shall be placed on the windshield of the vehicle and if not corrected in ten (10) days, the vehicle shall be subject to towing at the Owner's expense. All items of whatsoever nature, stored or maintained on any lot, other than as otherwise permitted as set forth herein, must be concealed from view of other lots and all streets at all times.

16. LAKES. No boats, canoes, kayaks, or vessels of any other sort, description, or type shall be permitted in or upon the waters of any lakes comprising any portions of the Common Areas. No owners shall construct or maintain any dock from any lot abutting any lake comprising any portion of the Common Areas. No swimming or bathing shall be permitted in any of the lakes.

17. CHILDREN'S GYM SETS, SWINGS AND POOLS. All children's creative activity exercise equipment shall be located in the rear of the lot between the two side lines of the existing residence thereon and shall be screened from neighborhood property, Common Areas and roadways by landscaping or by decorative walls.

18. LIVESTOCK AND POULTRY. No livestock or poultry of any kind shall be raised, bred or kept on any lot, except that a dog, cat or other household pets, not totalling more than two (2) per lot, may be kept, provided that they are not kept, bred or

maintained for any commercial purposes.

In no event shall any pet be permitted to remain upon any lot by the Association in the event such pet shall exceed forty (40) pounds in weight in the case of any dog and ten (10) pounds in weight in the case of any cat, or in the event any such pet shall cause, create, or contribute to any nuisance, unreasonable disturbance, annoyance, or noise as determined by the Board of Directors. Furthermore, all such pets shall at all times be restrained within the confines of a fence erected in compliance with the provisions hereof.

19. COMPOST AND WOOD PILES. All compost piles and wood for use in fireplaces shall be located in the rear of the lot between the two sides of the dwelling thereon and shall be screened from neighboring property, Common Areas, and roadways, either by landscaping or by a decorative wall.

20. PHASE DEVELOPMENT - FAMILY SECTIONS. The Developer reserves the right to develop the Subdivision in several different phases. The exact number and nature of which have not as yet been determined. The provisions of this Declaration of Restrictions shall, except where specifically modified, be uniform throughout all phases of the Subdivision, however, the Developer reserves the right to designate one or more phases of the Subdivision as family sections prior to the sale of any lot located in any such phase of the Subdivision. As used herein, family section is defined to mean that any owner of any lot shall be or permit any person who shall be less than sixteen (16) years of age to permanently reside in any building constructed upon any lot located in a family section of the Subdivision as designated by the Developer. In order to so designate any phase as a family section, the Developer shall record a legal description and family section designation in the public records of Manatee County, Florida.

### III

#### MAINTENANCE

1. MAINTENANCE. The Association shall be responsible for 1) maintaining Common Areas of the Subdivision; 2) all exterior landscaping, trees, shrubs, ground cover and lawn maintenance on any lot, specifically including all watering, fertilizing, lawn mowing, trimming and edging, providing, however, such lawn and shrubbery maintenance shall be limited to those items of vegetation provided and planted by the Developer and shall be performed at such times and in such manner as determined to be reasonable and cost effective solely by the Board of Directors; 3) all exterior painting, staining, roof repair and replacement for any building located on any lot which shall be deemed reasonable and necessary by the Board of Directors; and 4) such other matters as the Board of Directors or the members may designate. By accepting a deed to a lot each owner is hereby deemed to waive all claims against the Developer, the Association, the Board, its members and all agents and employees of the Association with regard to the performances of its duties pursuant to the provisions of this paragraph. The cost of all such maintenance as set forth in this paragraph shall be a common expense of all the Owners of the Subdivision and shall be paid from the assessments collected from each Owner.

For the purpose solely of performing the exterior maintenance authorized by this Article, the Association through its duly authorized agents or employees shall have the right, after reasonable notice to the Owner, to enter upon any Lot at reasonable hours on any day except Sunday.

Except as otherwise provided herein, each Owner shall maintain his residence and all other improvements, in a good, safe, attractive, and neat condition. The repair of any damage, decay, or other evidence of wear and tear on the exterior portion



of any dwelling except as required to be made by the Association, or upon any interior portion either up to the centerline of any wall abutting another residence or visible from the outside of the dwelling, shall be made properly by each Owner in accordance with the original plans and specifications used by the builder and in a timely manner. In the event any maintenance or repairs shall become due as a result of the negligent, willful or intentional act of any owner, his family, guests or invitees, the cost of effecting such maintenance or repairs above any resulting proceeds of insurance received by the Association, may be added to the Owner's assessment. In the event such costs shall exceed One Thousand (\$1,000.00) Dollars, the Board of Directors shall determine a monthly payment plan by which such owner shall pay such additional assessment amount which monthly payment amount shall include a reasonable rate of interest.

In the event that any Owner shall fail to properly maintain his residence or other improvements as set forth above within five (5) days after notice of the violation, the Association shall have the right to make such repairs or maintenance as necessary to make said dwelling comply with the original plans or specifications or which may be necessary at the reasonable discretion of the Board of Directors of the Association, to correct any unsightly appearance, and may add the costs of said repairs or maintenance to the Owner's annual assessment. Notwithstanding the foregoing, each Owner receiving a notice of violation, may within the five-day period provided, request a formal meeting with the Board of Directors to discuss the said violation, which meeting will be held as soon as practicable upon the violator's request and at the sole convenience of the Board of Directors. The decision of the Board of Directors shall be final and binding upon the Owner. The Association shall further have the right to enforce collection for reimbursements generally and the Association shall be entitled to recover all costs and reasonable attorney's fees through all pre-trial, trial and appellate levels. In the event the Association elects to make any repair or perform any maintenance as set forth herein above, the Association, its employees, and agents, shall have the right to reasonable access to the premises and the entry by the Association, its employees, and agents, shall not be deemed a trespass.

**2. SURFACE USAGE.** No lot shall be used as a dumping ground for rubbish. All garbage or trash containers, oil tanks, bottled gas tanks, soft water tanks or similar structures or insulation shall be placed under the surface of the ground or in enclosed areas so as not to be visible from the street or objectionable to any adjacent residence. Each lot, whether occupied or unoccupied, shall at all times be kept mowed, maintained, cleaned and free from refuse, debris and fire hazard. Above ground swimming pools or spas will be allowed provided that there is a privacy fence completely surrounding such above ground pool or spa so that it can not be viewed from any adjoining lots, and such privacy fence must not be a chain link fence and must meet the requirements of Article II, Paragraph 10.

**3. MAINTENANCE OF LAKES:** The Association shall be responsible for the water quality and bed of the Lakes to the edge of the water and the area by the edge of the water and the top of the slope of such Lakes.

**4. MANAGEMENT SERVICES:** The Association may contract for the management of all or part of the Properties for purposes of carrying out all or a portion of the maintenance services provided for in this Declaration.

**5. UTILITY SERVICES:** The Association may contract with public or private utility companies for purposes of supplying utility services to the Properties and may assess the costs and expenses charged by such utility companies as part of the Periodic Assessments or as a Special Assessment.



IV  
ARCHITECTURAL CONTROL COMMITTEE

1. ARCHITECTURAL CONTROL COMMITTEE. A committee known as the Architectural Control Committee will be established and appointed by the Developer, and shall report directly to the Developer until such time as the Developer has transferred control of Melwood Oaks Homeowner's Association to the Owners of lots in the Subdivision other than Developer. Thereafter, the Architectural Control Committee shall be appointed and controlled by the Board of Directors. The purpose of the Architectural Control Committee is to ensure the aesthetic, harmonious and compatible development and maintenance of the Subdivision.

2. ARCHITECTURAL CONTROL. No building shall be erected, placed, or altered on any lot until the construction plans and specifications and a plan showing the location of the structure and landscaping, including without limitation, fences, additions, doghouses, pools, spas, driveways and any other exterior construction or placement of any nature whatsoever, have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures and location with respect to topography and finished grade elevation. The Architectural Control Committee, acting at its discretion, shall encourage and approve only such residences and structures as will architecturally conform to those residences and structures already in existence in the Subdivision without limiting approval of structures of modern or traditional architectural design, which shall be deemed aesthetically pleasing. The Architectural Control Committee's approval of any structure shall be final and binding on all purchasers in the Subdivision and the actions of the Committee shall not be subject to subsequent disapproval by any purchaser or group of purchasers in the Subdivision. Moreover, the Architectural Control Committee's decision on structures allowed within the Subdivision is the final authority on the structures to be erected within the Subdivision and there shall inure to the Association any and all lien rights and any and all other rights and remedies provided in law and equity to enforce the Committee's decisions; provided, however, that the provisions of this paragraph and all other provisions contained in this instrument pertaining to architectural control shall not apply to the undersigned Developer.

3. COMMITTEE APPROVAL OR DISAPPROVAL. The Committee's approval or disapproval as required in these covenants shall be in writing. The Committee approval may include reasonable conditions in accordance with provisions of this Declaration or such reasonable rules, regulations or standards as approved by the Board of Directors of the Association. The Committee may disapprove any plans submitted to it for any of the following reasons: (i) failure of such plans to comply with any provision of this Declaration; (ii) failure to include information in such plans as requested or required by the Committee (iii) objection to the site plan, exterior design, appearance or materials of any proposed improvements, including without limitation, colors or color scheme, finish, proportion, style of architecture, proposed parking, height, bulk or appropriateness of any proposed improvement; (iv) incompatibility of the proposed improvements or use with existing improvements or uses within the Subdivision; (v) failure of the proposed improvements to comply with any zoning, building, health or other governmental laws, codes, ordinances, rules or regulations or (vi) any other matter which in the judgment and sole discretion of the Committee would render the proposed improvement inharmonious or incompatible with the plan of development of the subdivision or of any portion thereof. In the event of a disapproval, the Committee shall, if requested and if possible, make reasonable efforts to assist and advise the applicant so that acceptable plans can be prepared and resubmitted for approval. In the event the Committee, or its designated representative, fails to approve or disapprove within fifteen (15) days after plans and specifications have been

submitted, or, in any event, if no suit to enjoin the construction has been instituted within forty-five (45) days after its commencement, approval will not be required and the related covenants shall be deemed to have been complied with fully. Any structure completed with the Committee's approval or in accordance with the terms of this paragraph, shall be determined to have been approved by the Architectural Control Committee and the related covenants provided herein shall be determined as being complied with fully. The Committee shall have the right, from time to time, to prescribe reasonable rules and regulations concerning the method and procedure for submitting plans and specifications and its review thereof.

4. MINOR VIOLATIONS, RELEASE FROM COVENANTS. When a building or other structure has been erected, or its construction substantially advanced, and the building is located on any lot in a manner as to constitute a violation or violations of these covenants and restrictions, the Architectural Control Committee shall have the right at any time to release the lot, or portions of it, from any part of the covenants and restrictions as are violated. However, the Committee shall not give any such release except with respect to a violation that it determines to be minor as determined at the Committee's sole discretion, and such waiver may, in the Committee's sole determination, be necessary to prevent an unnecessary hardship.

5. CONSTRUCTION COMPLETION. Upon commencement or construction of any improvement, the owner shall diligently and expeditiously carry same to completion in accordance with the plans and specifications as approved, within nine (9) months of commencement of construction.

6. SUBSEQUENT ADDITIONS TO HOMES AND/OR LOTS. After a dwelling has been occupied or has received a Certificate of Occupancy, any proposal for additional exterior additions or any changes in the use of the lot, including without limitation, doghouses, fences, spas, driveways, wood decks, in-ground pools, satellite communication discs, or any other exterior construction, modification, or placement of a structure whatsoever, must be submitted to the Architectural Control Committee with the plans, specifications and location, to receive its approval prior to any work being performed, and any failure to comply with this provision shall inure to the Association any and all rights and remedies in law and equity to assure such compliance.

7. DEVELOPER'S EXEMPTION: Developer shall be exempt from the provisions hereof with respect to alterations and additions desired to be effected by Developer and shall not be obligated to obtain Committee approval for any construction or changes in construction which the Developer may elect to make at any time.

V

MELWOOD OAKS HOMEOWNERS ASSOCIATION

1. HOMEOWNERS ASSOCIATION. Developer's principals have formed a Florida non-profit corporation pursuant to Chapter 617 of the Florida Statutes. The name of the corporation so formed is Melwood Oaks Homeowners' Association, Inc. A copy of the Articles of Incorporation and Bylaws of the Association are recorded in Official Records Book 1242, Pages 2889 through 2893 and Official Records Book 1242, Page 2894 through 2906, respectively, all of the Public Records of Manatee County, Florida and are hereby incorporated by reference. Each owner of a lot or parcel in this Subdivision upon acquiring title to the lot or parcel shall become a member to the Association and shall pay to the Association uniform periodic assessments as provided herein.

2. OWNERSHIP OF COMMON AREAS. Developer shall convey to the Association all of its interest in the Common Areas in the Subdivision not previously conveyed to the general public, or private or public utilities by dedication or otherwise, if any.

Any such area not maintained by a public authority or a public or private utility company shall be maintained by the Association.

### **3. ASSESSMENTS.**

**Section 1. Lien and personal obligation of assessments.** Each owner of a lot is hereby deemed to covenant by acceptance of his deed for such lot, whether or not it shall be so expressed in his deed, to pay to the association (1) monthly assessments, (2) special assessments for capital improvements and other expenditures that the Association deems appropriate, and (3) a working capital contribution. Such assessments will be established and collected as hereinafter provided. The monthly and special assessments, together with interest, costs, and reasonable attorneys' fees, shall be a charge on the land and a continuing lien on each lot against which such an assessment is made. Each such assessment, together with interest, costs, and reasonable attorneys' fees shall also be the personal obligation of the person or persons who owned the lot at the time the assessment fell due, and such personal obligation shall pass to the successors in title of such person or persons unless expressly otherwise provided herein.

**Section 2. Purpose of monthly assessments.** The monthly assessments levied by the association shall be used exclusively to promote the health, safety, welfare, and recreation of the residents in the subdivision, and for the improvement and maintenance of the Common Areas and of the homes situated within the subdivision. Monthly assessments shall include, and the association shall acquire and pay for out of the funds derived from monthly assessments, the following:

- (a) Maintenance and repair of the Common Area.
- (b) Water, sewer, garbage, electrical, lighting, telephone, gas, and other necessary utility service for the Common Area.
- (c) Acquisition of furnishings and equipment for the Common Area as may be determined by the association, including without limitation all equipment, furnishings, and personnel necessary or proper for use of the recreational facilities.
- (d) Maintenance and repair of storm drains, sanitary sewers, and private streets within the confines of the subdivision.
- (e) Fire insurance covering the full insurable replacement value of improvements located within the Common Area with extended coverage.
- (f) Liability insurance insuring the association against any and all liability to the public, to any owner, or to the invitees or tenants of any owner arising out of their occupation and/or use of the Common Area. The policy limits shall be set by the association, and shall be reviewed at least annually and increased or decreased in the discretion of the association, but in no event shall such insurance be in an amount less than that specified in the FNMA Lending Guide, Chapter Three, Part 5, Insurance Requirements, as the same may be modified from time to time.
- (g) Workmen's compensation insurance to the extent necessary to comply with Section 440.38 of the Florida Statutes, and any other insurance deemed necessary by the Board of Directors of the Association.
- (h) A standard fidelity bond covering all members of the Board of Directors of the Association and all other employees of the Association in an amount to be determined by the Board of Directors, but in no event shall such insurance be in an amount less than that specified in the FNMA Lending Guide, Chapter

Three, Part 5, Insurance Requirements, as the same may be modified from time to time.

(i) Any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations, insurance, taxes, or assessments which the association is required to secure or pay pursuant to the terms of this Declaration or by law, or which shall be necessary or proper in the opinion of the Board of Directors of the Association for the operation of the Common Areas, for the benefit of lot owners, or for the enforcement of these restrictions.

(j) A reserve fund for the periodic maintenance, repair, and replacements of improvements to or of the Common Areas.

(k) All other items of maintenance as set forth herein.

**Section 3. Special assessments.** In addition to the monthly assessments authorized above, the association may levy in any assessment year a special assessment applicable to that year only for the purpose of defraying in whole or in part, the cost of any construction, reconstruction, repair, or replacement of a capital improvement on the Common Area, including fixtures and personal property related thereto which shall exceed the amounts of any reserve maintained for such purposes and such other expenditures that the Association deems appropriate. Any such assessment must be approved by a majority of members.

**Section 4. Notice and quorum for action authorized under Section 3.** Written notice of any meeting called for the purpose of taking any action authorized by Section 3 above shall be sent to all members not less than thirty (30) nor more than sixty (60) days in advance of such meeting. In the event the proposed action is favored by a majority of the votes cast at such meeting, but less than the majority of members, members who were not present in person or by proxy may give their assent in writing within fifteen (15) days after the date of such meeting.

**Section 5. Uniform rate of assessment.** Both monthly and special assessments must be fixed at a uniform rate for all lots for which certificates of occupancy or their equivalent have been issued within any phase of the Subdivision or additional property which may become a part of the Subdivision.

**Section 6. Commencement and collection of monthly assessments.** The monthly assessments provided for herein shall commence as to all lots obligated to pay the same on the first day of the month following the conveyance of the Common Area. The first monthly assessment shall be adjusted according to the number of months remaining in the monthly of assessment. The Board of Directors shall fix the amount of the monthly assessment against each lot obligated to pay the same at least thirty (30) days in advance of the due date thereof and shall fix the dates such amounts become due. Notice of the monthly assessments shall be sent to every owner subject thereto. The association shall, on demand and for a reasonable charge, furnish a certificate signed by an officer of the Association, setting forth whether the assessments against a specific lot have been paid.

**Section 7. Effect of nonpayment of assessments; remedies of the association.** Any assessment not paid within fifteen (15) days after the due date shall be deemed in default and shall bear interest from the due date at the rate of eighteen (18%) percent per annum. The association may bring an action at law against the owner personally obligated to pay the same, or may foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his lot.

**Section 8. Subordination of assessment lien to mortgages.** The assessment lien provided for herein shall be subordinate to the lien of any first mortgage. A sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to a mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the assessment lien as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

**Section 9. Working capital contribution.** Each owner shall pay to the Association at the time of closing of the sale of such owner's lot, a one-time only working capital contribution equal to two payments of the monthly assessment in effect as of the date of the closing on the sale of such owner's lot. Such working capital contribution shall be maintained in an account for the exclusive use and benefit of the Association. The purpose of such fund is to insure that the Association will have cash available to meet unforeseen expenditures or to acquire additional equipment or services deemed necessary or desirable in connection with the Common Areas. Any such working capital contribution shall not be deemed advance payments of the regular assessments.

**4. MEMBERSHIP.** Membership in the Association shall automatically terminate upon the sale of a lot as evidenced by a recorded deed conveying the same to a new owner (who shall then become a member of the Association). In the event of joint ownership of a lot each co-tenant shall be a member of the Association but they shall only be permitted one vote per lot.

**5. DUTIES AND POWERS OF ASSOCIATION.** The Association shall concern itself with the making and carrying out of policies and procedures and shall institute such programs as will be desirable for the purpose of maintaining a desirable social and community life with the Subdivision, all as more particularly set forth in the Articles of Incorporation and Bylaws of the Association.

The Association shall have the right to enter upon any lot and any structure located thereon to make emergency repairs and do other work reasonably necessary for the proper maintenance and operation of the Subdivision in accordance with the provisions of this Declaration. All expenses incurred by the Association in connection with the performance of such repairs or other work in accordance with the provisions of Article 3, Subsection 1, hereof, shall be added to the owner's monthly assessment and collected as otherwise provided herein.

The Association shall have the right to grant permits, licenses, and easements over the Common Areas for utilities, roads and other purposes reasonably necessary or useful for the proper maintenance or operation of the Subdivision and the benefit of Owners.

## VI ENFORCEMENT

**1. ENFORCEMENT OF COVENANTS.** If any person, firm or corporation, or their heirs or assigns shall violate or attempt to violate any of these covenants or restrictions, it shall be lawful for the Developer, the Association or any other person, firm or corporation owning any lot in the Subdivision, to commence any proceeding at law or in equity against the violator or attempted violator whether such proceeding is to prevent such violator from so doing or to recover damages or other costs for such violation. In the event of such action, the violator shall be liable for all costs of litigation including attorneys' fees through all pre-trial, trial and appellate levels. All such fees and costs shall become a lien on the property in the same manner as unpaid assessments and the lien may be foreclosed in the same manner as for assessments. There shall be no liability assessed against any person for non-enforcement of these covenants and restrictions. Failure to prosecute a violation shall not be

deemed a waiver or to create any rights in the violator or any other person or a continuing or new violation. Except as otherwise provided herein, in the event of any violation of these covenants or restrictions, the Association shall provide the violator with written notice of same and said violator shall have a period of no less than five (5) days in which to correct said violation or to request a formal meeting with the Board of Directors of the Association which shall be held as soon as practical after receipt of the violator's request and at the sole convenience of the Board of Directors. At said meeting the violator shall have the opportunity to explain the violation, however, the decision of the Board of Directors shall be final and binding upon the Owner. Upon the expiration of the five (5) day notice period or upon conclusion of the formal meeting with the Board of Directors, provided that the violator has not presented the Board of Directors with reasonable justification for the violation, the Association, Developer or any other Owner shall have the right to exercise the remedies set forth herein in the event the violator has otherwise failed to correct the violation.

2. Fines. In addition to the foregoing provisions regarding enforcement of the covenants contained herein, the Association may impose a fine against any Owner in an amount not to exceed \$25.00 per day after providing written notice of any violation hereof by certified mail, return receipt requested, not less than ten (10) days prior to the assessment of any such fine. For the purposes of this paragraph, the Owner of any lot within the subdivision shall be deemed in violation hereunder in the event such Owner or any person occupying such Owner's lot shall commit a violation hereunder or shall otherwise fail to act in compliance with the provisions of this Declaration of Restrictions. On and after the assessment of any such fines, pursuant to the provisions hereof, such fines shall become a lien on the Owner's lot who shall be deemed in violation hereunder in the same manner as unpaid assessments and the lien may be foreclosed in the same manner as provided for assessments.

## VII LENDERS' ADDITIONAL RIGHTS

The Association shall make available current copies of this Declaration, its Bylaws and other Rules concerning the Subdivision and all books, records, and financial statements of the Association to all owners and any lender designated by such owner who shall intend to or who shall hold a first mortgage on such owner's lot as well as all holders, insurers, or guarantors of any first mortgage on any such lot. As used herein, available shall mean available for inspection, upon request, during normal business hours or under other reasonable circumstances. Any holder of a first mortgage on any lot is entitled upon written request to a financial statement of the Association for the fiscal year next immediately proceeding a date of such written request.

Upon written request to the Association identifying the name and address of the holder, insurer, or guarantor of any first mortgage and the lot number or address of a lot upon which such first mortgage shall be an encumbrance, any mortgage holder, insurer, or guarantor will be entitled to timely written notice of:

(a) Any condemnation or casualty loss that affects either a material portion of the Subdivision or the lot securing its mortgage.

(b) Any sixty (60) day delinquency in the payment of assessments or charges owed by the Owner of any lot on which it holds the mortgage.

(c) A lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association.

(d) Any proposed action that requires the consent of a specified percentage of mortgage holders.

#### VIII LEASE OF LOTS

In order to maintain a community of congenial residents and protect the value of all Common Areas, the lease of any lot or building erected on such lot, hereinafter collectively referred to as "lease of lots", by any owner, other than the Developer, shall be subject to the following restrictions. No owner or other person may lease any interest in any lot, or having so acquired such interest, may continue to hold such interest, except with the approval of the Association in accordance with the provisions of this Article. An owner or other person intending to lease any interest in any lot shall provide a copy of such proposed lease to the Association for approval of the Association in accordance with the provisions of this Section.

The Association shall either approve or disapprove such lease and Tenant within thirty (30) days of receipt of the proposed lease. In the event the Association shall fail to either approve or disapprove of the lease and/or Tenant within the time limits provided by this section, then after the expiration of such time period, the Association shall be deemed to have approved of such lease and Tenant and shall, upon written request therefor, issue an appropriate certificate of approval.

Such lease shall be approved, provided the lease shall be in accordance with the provisions of Article II, Section 14 of these Restrictive Covenants. Each owner of a lot is hereby deemed to covenant, by acceptance of his deed for such lot, whether or not it shall be so expressed in his deed, to waive all liability against the Association, specifically including, but not limited to, all its members, employees, and agents for the failure to approve or, in the alternative, the disapproval of any prospective Tenant or lease as set forth herein.

The Association shall be entitled to charge a reasonable fee not to exceed the sum of \$50.00 for expenses incurred in connection with the review of any notice and other information pertaining to a proposed Tenant and lease and the cost of issuing a certificate of approval for the same. All notices pertaining to any such proposed lease and Tenant shall be accompanied by payment in an amount as established by the Association for the costs of review and issuance of such certificate prior to the consideration of any such notice and the time periods as set forth herein shall not commence until receipt of such payment.

#### IX ADDITIONAL RIGHTS OF MANATEE COUNTY

1. Notwithstanding anything herein contained to the contrary, the Association shall not be dissolved, nor shall the Association dispose of any Common Area by sale or otherwise except to an organization conceived and organized to own and maintain the Common Areas, without first offering to dedicate the same to Manatee County or other appropriate governmental agency.

2. No lands in the Common Area shall be denuded, defaced or otherwise disturbed in any manner at any time, except for construction of improvements, maintenance or repair, without the prior written approval of the Manatee County Planning and Development Director.

3. In the event the Association, or any successor organization, shall fail to maintain the Common Area in reasonable order and condition, Manatee County, upon notice and



hearing, may enter upon the Common Area for the purposes of maintaining same. Such entry shall not vest the public with a right to use the Common Area. The cost of maintenance by the County shall be assessed pro-ratedly against the Lots and shall be a charge on the Lots. Such charges shall be paid by the Owners within 60 days of the receipt of the statement therefor and shall become a lien on the property if not paid at the end of such period.

X  
GENERAL

1. COPY OF DEED RESTRICTIONS. Owners renting or selling their dwellings or lots are responsible for providing tenants or new Owners with a copy of the Declaration of Restrictions. Such Owners are responsible for giving the Association prompt written notice of all transfers of any lots within the Subdivision, and prompt written notice that all Tenants or new Owners have received a copy of the Declaration of Restrictions.

2. RESOLUTION OF DISPUTES. The Board of Directors shall not be involved in disputes between residents over children, animals, violations of the peace or petty grievances, etc. For resolution of these matters, residents shall rely upon their own judgment, or in extreme cases notify the Sheriff's Department, Manatee County. Owners are reminded that they are under the legal jurisdiction of Manatee County and the State of Florida.

3. DURATION OF COVENANTS. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time they shall be extended automatically for successive periods of twenty-five (25) years, unless an instrument signed by a majority of the then Owners of the lots has been recorded agreeing to change the covenants in whole or in part.

4. AMENDMENTS. The covenants and restrictions of this Declaration of Restrictions may be amended subject to the limitations otherwise set forth herein, by duly recording an instrument executed and acknowledged by not less than a majority of the Owners of the lots of the Subdivision.

5. ADDITIONS TO DEVELOPMENT WITHOUT FURTHER ASSENT OR PERMIT. Developer hereby reserves the right, exercisable from time to time, to subject other real property to the restrictions set forth herein if available, in order to extend the scheme of this Declaration to additional property to be developed as part of the Subdivision, and thereby to bring such additional property within the jurisdiction of the Association and, add additional lots to the existing property or subdivide lots already platted. The additions herein authorized shall be made by filing of record one or more supplementary declarations with respect to the properties to be then subject to this Declaration and which shall subject such addition to assessment for their just share of the Association's expenses.

Provided further, however, that so long as either the Federal Housing Administration or the Veterans Administration has an interest in Melwood Oaks-Phase IIA Subdivision, the annexation of properties to Melwood Oaks-Phase IIA Subdivision will require the prior approval of either the Federal Housing Administration or the Veterans Administration.

6. SURVIVAL OF PROVISIONS. Invalidation of any one of the covenants herein by judgments or court order shall in no way affect any of the other provisions herein which shall remain in full force and effect.

7. FHA and VA APPROVAL. As long as the Developer shall own one-fourth (1/4) or more of all the lots in the Subdivision and either the Federal Housing Administration or the Veterans



Administration has an interest in Melwood Oaks-Phase IIA Subdivision, the following actions will require the prior approval of either the Federal Housing Administration or the Veterans Administration: Amendment of this Declaration, dedication of Common Area, mortgaging of the Common Area and Amendment of the Articles of Incorporation.

#### ARTICLE XI SALE OR TRANSFER

In order to maintain a community of congenial residents and protect the value of all common areas, the sale or transfer of any interest in, and, or to any lot or building erected on such lot, hereinafter collectively referred to as a "resale of lots" by any Owner other than the Developer, shall be subject to the following restrictions. No Owner or other person may engage in the resale of any lot, or in the event of any such transfer may continue to hold such interest, except with the express approval of the Association in accordance with provisions of this article. Any Owner or other person intending to resell any lot shall give notice to the Association with such intention, together with the name and address of the intended purchaser or transferee and such information as the Association may reasonably require. The Notice of Resale shall be accompanied by an executed copy of the proposed Contract for Sale or other document evidencing an intent to transfer any interest in and/or to the lot.

The Association shall either approve or disapprove such resale of lot and the proposed purchaser or transferee within thirty (30) days of receipt of the notice and any other information as set forth herein, specifically including such additional information as the Association may reasonably require in connection with the consideration of any such notice. In the event the Association shall fail to either approve or disapprove of the resale of lot and/or the proposed transferee of such interest within the time limits provided by the section, then after the expiration of such time period, the Association shall be deemed to have approved of such resale of lot and proposed transferee and shall, upon written request therefore, issue an appropriate Certificate of Approval. Each Owner of a lot is hereby deemed to covenant, by acceptance of his deed for such lot, whether or not it shall be so expressed in his deed, to waive all liability against the Association, specifically including, but not limited to, all of its members, employees and agents, for the failure to approve or, in the alternative, the disapproval of any prospective resale of any lots or proposed transferee as set forth herein.

The Association shall be entitled to charge a reasonable fee not to exceed the sum of \$50.00 for expenses incurred in connection with the review of any notice and other information pertaining to the proposed resale of a lot and the proposed transferee and the cost of issuing a certificate of approval for the same. All notices pertaining to any such proposed resale of lot and transferee shall be accompanied by payment in an amount as established by the Association for the costs of review and the issuance of such certificate prior to the consideration of any such notice and the time period as set forth herein shall not commence until receipt of such payment.

IN WITNESS WHEREOF, the undersigned have caused this Declaration of Restrictions to be executed this 21<sup>st</sup> day of MAY, 1989.

(Corporate Seal)

WITNESSES:

MELWOOD OAKS CORPORATION,  
a Florida Corporation

Joseph Roback  
Evelyn Paster

By: D. L. Greenhill  
D. L. Greenhill, Pres.

STATE OF FLORIDA  
COUNTY OF MANATEE

The foregoing instrument was sworn to and acknowledged before me this 21<sup>st</sup> day of April, 1989, by D. L. Greenhill, as President of MELWOOD OAKS CORPORATION, a Florida Corporation, on behalf of said corporation.

Evelyn Paster  
Notary Public  
My Commission Expires: 3/1/92



EXHIBIT "A"

LEGAL DESCRIPTION

All of Melwood Oaks Phase IIB, as shown on the plat thereof recorded in Plat Book 25, Pages 3 thru 4, inclusive, of the Public Records of Manatee County, Florida.

FILED AND RECORDED  
R.B. SHORE, CLERK  
MANATEE COUNTY, FL.  
MAY 17 12 01 PM '09

DECLARATION OF RESTRICTIONSMELWOOD OAKS PHASES III & IV

KNOW ALL MEN BY THESE PRESENTS, that the undersigned, MELWOOD OAKS CORPORATION, a Florida Corporation (hereinafter referred to as "Developer"), being the owner of the following described land located in Manatee County, Florida, to wit:

SEE ATTACHED EXHIBIT "A"

In order to protect the health and welfare of the public and to protect property values and to maintain the attractiveness of the community, Developer hereby imposes the following covenants and restrictions on the use of the above-described real property, specifying that this Declaration shall constitute a covenant running with the land, that each deed to any owner of a lot in this Subdivision shall contain a reference to this Declaration of Restrictions as recorded in the Public Records of Manatee County, Florida, and that the restrictions set forth in this Declaration of Restrictions shall be binding for a period set forth hereinafter and shall be for the benefit of and limitation on all present and future owners of the real property:

I  
DEFINITIONS

1. "Architectural Control Committee," means that body organized and established to oversee the development and maintenance of the Subdivision.

2. "Association" means Melwood Oaks Homeowners Association, Inc., a Florida not-for-profit corporation, organized and established for the purposes set forth herein.

3. "Board of Directors" means the Board of Administration of Melwood Oaks Homeowners Association, Inc.

4. "Common Area" shall mean all real property, including any improvements located thereon owned by the Association for the common use and enjoyment of the owners. The Common Area to be owned by the Association at the time of the conveyance of the first lot is all that real property comprising Melwood Oaks Phase I, as per plat thereof recorded in Plat Book 22, Pages 157 through 158, and Melwood Oaks Phase IIA as per plat thereof recorded in Plat Book 24, Pages 163 and 164 and Melwood Oaks Phase IIB, as per plat thereof recorded in Plat Book 25, Pages 3 and 4 and the Subdivision, all of the Public Records of Manatee County, (specifically including, however, all private roads) less, except and other than platted lots as shown on the recorded plat of these subdivisions.

5. "Developer" means MELWOOD OAKS CORPORATION, a Florida Corporation, its successors and assigns.

6. "Lot" means a platted lot in the Subdivision.

7. "Owner" means an owner of a lot in the Subdivision.

8. "Subdivision" means MELWOOD Oaks Phases III & IV according to the plat thereof recorded at Plat Book 26, Page 121 through 123, inclusive, of the Public Records of Manatee County, Florida, and such other parcels of real property which the Developer may also develop as platted Subdivisions which shall be identified utilizing either a Roman numeral or a Roman numeral and a capital letter preceded by the name "Melwood Oaks Phase", which numerals or numeral and letter may, but need not be sequential. The Developer shall submit such subsequently platted

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L. S. SHER, CLERK OF COUNTY COURT  
BY: [Signature]

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subdivisions to the provisions of these restrictions and covenants by filing a submission statement subsequent to the platting of such subdivision; provided further, however, the Developer reserves the exclusive rights to modify the provisions of this Declaration of Restrictions as to any such subsequently platted subdivisions. Upon the imposition of this Declaration of Restrictions as to any such subsequently platted subdivision, pursuant to such submission, such subdivision shall become part of the Melwood Oaks Community and all Common Areas of such subdivision shall be deeded to the Association which shall control the use and maintenance of such Common Areas, consistent with the provisions hereof.

## II USE RESTRICTIONS

1. LAND USE AND BUILDING TYPE. Other than designated common areas, each lot, except those owned by the Developer, shall be used exclusively for residential purposes and no commercial activity shall be conducted thereon. No structure shall be erected, altered, placed or permitted to remain thereon other than one single-family dwelling not to exceed two (2) stories in height with an attached garage and having a living area of not less than permitted by law, exclusive of garage, screened-in porch, and breezeway. All houses shall be constructed of new and durable materials, except for decorator brick, wood or similar items. Architecture, character, style, massing, form and colors compatible with the existing structures and character of the Subdivision are encouraged. All external building walls must be of cement block, stucco or sprayed with stucco, or of concrete, wood, brick or stone, or combination thereof. No asbestos shingles, or asbestos siding or any type of asphaltic, or similar coverings shall be used on exterior walls. All roofs shall be of glazed tile, cement, slate, Bermuda style cement, fiberglass, shingle or cedar shake unless otherwise approved by the Architectural Control Committee in writing.

2. TEMPORARY STRUCTURES. No structure of a temporary character, trailer, tent, shack, garage or other outbuilding shall be used on any lot at any time as a residence, temporary or permanently, and not more than one structure may be erected on any lot. No building or structure other than contractor tool houses or other similar structures shall be erected on any lot prior to the construction of a residential dwelling.

3. SETBACKS. All Lots shall comply with front, rear and side setback requirements as established by County zoning regulation or ordinances in effect at the time of construction.

4. RESUBDIVIDING. No lot shall at any time be subdivided or resubdivided other than as originally subdivided in accordance with the recorded Plat of the Subdivision, so that no two lots may be replatted into one lot, and no one lot may be subdivided into two or more lots, without the Association's prior approval.

5. EASEMENTS. Easements for installation and maintenance of utilities, Common Areas, and drainage facilities are reserved as shown on the recorded plat and as may otherwise be necessary to provide utilities and drainage to all parts of the Subdivision. Within these easements, no structure, planting, fence, or other materials shall be placed or permitted to remain that may damage or interfere with the installation and maintenance of utilities or roads, or change the direction or flow of drainage channels in the easements or obstruct or retard the flow of water through drainage channels in the easements. All roads within the Subdivision are Common Area private roads and are to be maintained by the Association. The roadways are located as shown on the plat.

There is reserved unto the Developer so long as it owns a Lot the right to grant reasonable easements for the installation and maintenance of temporary roads, cable television services, security system services, public utilities and irrigation systems (including the installation of irrigation pumps) on the Common Areas in addition to those easements already reserved.

A non-exclusive easement is hereby granted to the appropriate governmental authorities and to the appropriate private organizations supplying health, sanitation, police services and any emergency services such as fire, ambulance and rescue services, for purposes of ingress and egress over the Common Areas.

Non-exclusive perpetual easements are hereby reserved on, upon and across each lot located within the subdivision in favor of utility service providers for purposes of the provision of utilities and maintenance of utility facilities for the use and benefit of one or more lots located within the subdivision and in favor of each lot owner served by such utility facilities for purposes of inspection and maintenance of such facilities.

Every owner shall have a non-exclusive right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with title to every lot, subject to the following provisions:

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

(b) The right of the Association to suspend the voting rights and the right to use of the recreational facilities comprising any portion of the Common Areas by an owner for any period during which any assessment against the Owner's lot remains unpaid; and for a period not to exceed sixty (60) days for any infraction of its published rules and regulations after a hearing by the Board of Directors.

(c) The right of the Association to dedicate, mortgage, or transfer all or any part of the Common Areas to any third party or public agency, authority, or utility for such purpose and subject to such conditions as may be agreed to by the Owners. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds (2/3) of all Owners, excluding the Developer, has been recorded.

(d) The right of the Developer, without approval of the Association, the mortgagee of any part of the subdivision, or the Owners, to dedicate easements and rights-of-way over the Common Areas in accordance with the terms of this Declaration; and

(e) Notwithstanding anything to the contrary contained herein, the Developer, and its successors and assigns, reserve the right to permit persons, other than Owners or those persons otherwise designated herein, the right to use all portions of the Common Areas and any facilities contained therein. The Developer and the Association further reserve the right to expand and add recreation or other facilities to or on the Common Areas.

Any Owner may delegate the right of enjoyment to the Common Area and facilities to immediate members of the Owners' family, the Owners' tenants, or temporary guests of the Owner.

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6. NUISANCES. No obnoxious or offensive activity shall take place upon any lot nor shall anything be done thereon that may be or become a nuisance to the neighborhood, and any legal use or uses not in conformity with zoning and land use classifications applicable to the Subdivision is prohibited.

7. SIGNS. No sign of any kind shall be displayed to the public view on any lot except for signs used by the Developer to advertise the property during the construction and sales period.

8. CLOTHESLINES. All clotheslines shall be located in the rear yard of the lot and between the two side lines of the building thereon and shall be screened from neighboring property, Common Areas, and roadways, such that said clotheslines shall not be visible from any other lot or from any street within the Subdivision.

9. FENCES. No fence or wall shall be erected, placed or permitted on any lot unless it is of a type and construction, both in design and material, identical or similar to the those fences or walls presently constructed upon other lots in the subdivision and further provided it shall not restrict any drainage, maintenance, or utility easement and shall not be permitted to be placed on or erected on any maintenance easement or within five (5) feet of any rear property line, provided further, no such fence or wall shall be constructed upon any lot unless first approved in writing by the Architectural Control Committee. Stockade fences shall not be allowed in the front yard.

10. UNDERGROUND UTILITIES. Except as to temporary utility lines used during construction, all utility lines and lead-in lines, including but not limited to, electrical lines, cable television lines, telephone lines and water and septic tanks located within the confines of any lot or lots shall be located underground.

11. PARKING RESTRICTIONS. No boats or boat trailers, overnight campers, motorhomes, commercial vehicles, or trucks, other than pickup trucks, four-wheel drive vehicles, or vans, used exclusively by family members for family purposes, shall be parked or located on any lot in such a position as to be visible from any street, except that campers, motorhomes, and other recreational vehicles may be parked on lots or otherwise located to accomplish cleaning, care, and maintenance for a period not to exceed twenty-four (24) consecutive hours or any one (1) day in the aggregate in any one (1) month. No automobiles or other vehicles shall be parked on any grassed portion of any lot and no vehicle shall be parked in the street overnight. Residents who have visitors or guests who are traveling by recreational vehicle shall notify and obtain written permission from the Board of Directors if the duration of the visit will exceed twenty-four (24) hours. No trucks exceeding 8,000 pounds and 80 inches in width shall be parked on lots. Other than any lots containing two car garages, not more than two (2) automobiles or other motor vehicles, including all such vehicles listed above, shall be parked in or upon any portion of any lot at any time, other than vehicles driven by individuals providing immediate delivery or other services to such lot owner, in which event such parking privileges shall be extended only for the duration of time reasonably required to provide such service. Those lots containing two (2) car garages may have not more than three (3) automobiles or other motor vehicles parked in or upon such lot, provided that at least one such vehicle shall be entirely within the confines of the garage located upon such lot. No major repairs or mechanical servicing of automobiles or other vehicles shall be permitted in any areas of this Subdivision. Major repairs or mechanical servicing is used herein and defined to mean the provision of any services for the maintenance or repair of an automobile or other vehicle which is not accomplished

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within a consecutive twenty-four (24) hour period. Any vehicle which is parked in violation of the above restrictions shall be subject to towing without notice by the Board of Directors (not the residents) at the Owner's expense.

12. ALUMINUM ROOFS AND STORAGE FACILITIES. No aluminum roofs are allowed within the Subdivision, provided that aluminum roofs over screened porches may be permitted by the Architectural Control Committee. No aluminum or steel sheds or other auxiliary storage building shall be allowed on any lot.

13. LEASING. No lot or structure constructed thereon may be leased unless the entire lot and structure is leased to the same Tenant, and no part of a lot may be subleased. No unit may be leased for a period of less than one (1) year. Each lease shall contain the agreement of the Tenant to comply with this Declaration and that the failure of the Tenant to so abide shall give the Association the right to terminate such lease, remove the Tenant, and hold the owner and Tenant jointly and severally liable for costs and damages the Association may incur, specifically including, but not limited to, all costs of maintaining such action, including all attorneys' fees, and if the lease does not so provide it shall be deemed to include such provision. Each Tenant will be jointly and severally liable with the lot owner for any damages to the common areas or other injuries or damage caused by the acts, omissions or negligence of the Tenants and those claiming the acts, omissions or negligence of the Tenants and those claiming by, through or under him. Such Tenant shall likewise be liable jointly and severally with the lot owner for any special assessments levied against the lot arising out of matters occurring during the tenancy of such Tenant. All leases shall be subordinate to any lien filed by the Association. Leases other than those made by the Developer, as Lessor or Lessee, must be approved in accordance with Article VIII.

14. UNUSED EQUIPMENT. No unused equipment such as car bodies, building materials or any unsightly debris shall be allowed to remain on any lots unless under roof and/or unless concealed from public view. Inoperable, abandoned, or junk vehicles are not permitted on any lot or street in the Subdivision. This includes vehicles without current license plates, vehicles with flat tires, wheels missing, extensive damage or any other external signs of inoperable condition, or vehicles for which no owner can be found. If the vehicle is parked on a lot, Common Area, or a street of this Subdivision for more than fifteen (15) days in the condition noted above, notice shall be placed on the windshield of the vehicle and if not corrected in ten (10) days, the vehicle shall be subject to towing at the Owner's expense. All items of whatsoever nature, stored or maintained on any lot, other than as otherwise permitted as set forth herein, must be concealed from view of other lots and all streets at all times.

15. LAKES. No boats, canoes, kayaks, or vessels of any other sort, description, or type shall be permitted in or upon the waters of any lakes comprising any portions of the Common Areas. No owners shall construct or maintain any dock from any lot abutting any lake comprising any portion of the Common Areas. No swimming or bathing shall be permitted in any of the lakes.

16. CHILDREN'S GYM SETS, SWINGS AND POOLS. All children's creative activity exercise equipment shall be located in the rear of the lot between the two side lines of the existing residence thereon and shall be screened from neighborhood property, Common Areas and roadways by landscaping or by decorative walls.

17. LIVESTOCK AND POULTRY. No livestock or poultry of any kind shall be raised, bred or kept on any lot, except that a dog, cat or other household pets, not totalling more than two (2) per



lot, may be kept, provided that they are not kept, bred or maintained for any commercial purposes.

In no event shall any pet be permitted to remain upon any lot by the Association in the event such pet shall exceed forty (40) pounds in weight in the case of any dog and ten (10) pounds in weight in the case of any cat, or in the event any such pet shall cause, create, or contribute to any nuisance, unreasonable disturbance, annoyance, or noise as determined by the Board of Directors. Furthermore, all such pets shall at all times be restrained within the confines of a fence erected in compliance with the provisions hereof and the owner of such pet shall be responsible for cleaning all areas soiled or disturbed by such pet.

18. COMPOST AND WOOD PILES. All compost piles and wood for use in fireplaces shall be located in the rear of the lot between the two sides of the dwelling thereon and shall be screened from neighboring property, Common Areas, and roadways, either by landscaping or by a decorative wall.

19. PHASE DEVELOPMENT - ADULT SECTIONS. The Developer reserves the right to develop the Subdivision in several different phases. The exact number and nature of which have not as yet been determined. The provisions of this Declaration of Restrictions shall, except where specifically modified, be uniform throughout all phases of the Subdivision, however, the Developer reserves the right to designate one or more phases of the Subdivision as adult sections prior to the sale of any lot located in any such phase of the Subdivision. As used herein, adult section is defined to mean that no owner of any lot shall be or permit any person who shall be less than sixteen (16) years of age to permanently reside in any building constructed upon any lot located in an adult section of the Subdivision as designated by the Developer. In order to so designate any phase as an adult section, the Developer shall record a legal description an adult section designation in the Public Records of Manatee County, Florida.

III

MAINTENANCE

1. MAINTENANCE. The Association shall be responsible for 1) maintaining Common Areas of the Subdivision; 2) all exterior landscaping, trees, shrubs, ground cover and lawn maintenance on any lot, specifically including all watering, fertilizing, lawn mowing, trimming and edging, providing, however, such lawn and shrubbery maintenance shall be limited to those items of vegetation provided and planted by the Developer and shall be performed at such times and in such manner as determined to be reasonable and cost effective solely by the Board of Directors; 3) all exterior painting, staining, roof repair and replacement for any building located on any lot which shall be deemed reasonable and necessary by the Board of Directors; and 4) such other matters as the Board of Directors or the members may designate. By accepting a deed to a lot each owner is hereby deemed to waive all claims against the Developer, the Association, the Board, its members and all agents and employees of the Association with regard to the performances of its duties pursuant to the provisions of this paragraph. The cost of all such maintenance as set forth in this paragraph shall be a common expense of all the Owners of the Subdivision and shall be paid from the assessments collected from each Owner.

For the purpose solely of performing the exterior maintenance authorized by this Article, the Association through its duly authorized agents or employees shall have the right, after reasonable notice to the Owner, to enter upon any Lot at reasonable hours on any day except Sunday.

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Except as otherwise provided herein, each Owner shall maintain his residence and all other improvements, in a good, safe, attractive, and neat condition. The repair of any damage, decay, or other evidence of wear and tear on the exterior portion of any dwelling except as required to be made by the Association, or upon any interior portion either up to the centerline of any wall abutting another residence or visible from the outside of the dwelling, shall be made properly by each Owner in accordance with the original plans and specifications used by the builder and in a timely manner. In the event any maintenance or repairs shall become due as a result of the negligent, willful or intentional act of any owner, his family, guests or invitees, the cost of effecting such maintenance or repairs above any resulting proceeds of insurance received by the Association, may be added to the Owner's assessment. In the event such costs shall exceed One Thousand (\$1,000.00) Dollars, the Board of Directors shall determine a monthly payment plan by which such owner shall pay such additional assessment amount which monthly payment amount shall include a reasonable rate of interest.

In the event that any Owner shall fail to properly maintain his residence or other improvements as set forth above within five (5) days after notice of the violation, the Association shall have the right to make such repairs or maintenance as necessary to make said dwelling comply with the original plans or specifications or which may be necessary at the reasonable discretion of the Board of Directors of the Association, to correct any unsightly appearance, and may add the costs of said repairs or maintenance to the Owner's annual assessment. Notwithstanding the foregoing, each Owner receiving a notice of violation, may within the five-day period provided, request a formal meeting with the Board of Directors to discuss the said violation, which meeting will be held as soon as practicable upon the violator's request and at the sole convenience of the Board of Directors. The decision of the Board of Directors shall be final and binding upon the Owner. The Association shall further have the right to enforce collection for reimbursements generally and the Association shall be entitled to recover all costs and reasonable attorney's fees through all pre-trial, trial and appellate levels. In the event the Association elects to make any repair or perform any maintenance as set forth herein above, the Association, its employees, and agents, shall have the right to reasonable access to the premises and the entry by the Association, its employees, and agents, shall not be deemed a trespass.

2. SURFACE USAGE. No lot shall be used as a dumping ground for rubbish. All garbage or trash containers, oil tanks, bottled gas tanks, soft water tanks or similar structures or insulation shall be placed under the surface of the ground or in enclosed areas so as not to be visible from the street or objectionable to any adjacent residence. Each lot, whether occupied or unoccupied, shall at all times be kept mowed, maintained, cleaned and free from refuse, debris and fire hazard. Above ground swimming pools or spas will be allowed provided that there is a privacy fence completely surrounding such above ground pool or spa so that it can not be viewed from any adjoining lots, and such privacy fence must not be a chain link fence and must meet the requirements of Article II, Paragraph 10.

3. MAINTENANCE OF LAKES: The Association shall be responsible for the water quality and bed of the Lakes to the edge of the water and the area by the edge of the water and the top of the slope of such Lakes.

4. MANAGEMENT SERVICES: The Association may contract for the management of all or part of the Properties for purposes of carrying out all or a portion of the maintenance services provided for in this Declaration.

5. UTILITY SERVICES: The Association may contract with public or private utility companies for purposes of supplying

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utility services to the Properties and may assess the costs and expenses charged by such utility companies as part of the Periodic Assessments or as a Special Assessment.

IV  
ARCHITECTURAL CONTROL COMMITTEE

1. ARCHITECTURAL CONTROL COMMITTEE. A committee known as the Architectural Control Committee will be established and appointed by the Developer, and shall report directly to the Developer until such time as the Developer has transferred control of Melwood Oaks Homeowner's Association to the Owners of lots in the Subdivision other than Developer. Thereafter, the Architectural Control Committee shall be appointed and controlled by the Board of Directors. The purpose of the Architectural Control Committee is to ensure the aesthetic, harmonious and compatible development and maintenance of the Subdivision.

2. ARCHITECTURAL CONTROL. No building shall be erected, placed, or altered on any lot until the construction plans and specifications and a plan showing the location of the structure and landscaping, including without limitation, fences, additions, doghouses, pools, spas, driveways and any other exterior construction or placement of any nature whatsoever, have been approved by the Architectural Control Committee as to quality of workmanship and materials, harmony of external design with existing structures and location with respect to topography and finished grade elevation. The Architectural Control Committee, acting at its discretion, shall encourage and approve only such residences and structures as will architecturally conform to those residences and structures already in existence in the Subdivision without limiting approval of structures of modern or traditional architectural design, which shall be deemed aesthetically pleasing. The Architectural Control Committee's approval of any structure shall be final and binding on all purchasers in the Subdivision and the actions of the Committee shall not be subject to subsequent disapproval by any purchaser or group of purchasers in the Subdivision. Moreover, the Architectural Control Committee's decision on structures allowed within the Subdivision is the final authority on the structures to be erected within the Subdivision and there shall inure to the Association any and all lien rights and any and all other rights and remedies provided in law and equity to enforce the Committee's decisions; provided, however, that the provisions of this paragraph and all other provisions contained in this instrument pertaining to architectural control shall not apply to the undersigned Developer.

3. COMMITTEE APPROVAL OR DISAPPROVAL. The Committee's approval or disapproval as required in these covenants shall be in writing. The Committee approval may include reasonable conditions in accordance with provisions of this Declaration or such reasonable rules, regulations or standards as approved by the Board of Directors of the Association. The Committee may disapprove any plans submitted to it for any of the following reasons: (i) failure of such plans to comply with any provision of this Declaration; (ii) failure to include information in such plans as requested or required by the Committee (iii) objection to the site plan, exterior design, appearance or materials of any proposed improvements, including without limitation, colors or color scheme, finish, proportion, style of architecture, proposed parking, height, bulk or appropriateness of any proposed improvement; (iv) incompatibility of the proposed improvements or use with existing improvements or uses within the Subdivision; (v) failure of the proposed improvements to comply with any zoning, building, health or other governmental laws, codes, ordinances, rules or regulations or (vi) any other matter which in the judgment and sole discretion of the Committee would render the proposed improvement inharmonious or incompatible with the plan of development of the subdivision or of any portion thereof. In the event of a disapproval, the Committee shall, if requested and if possible, make reasonable efforts to assist and advise the

applicant so that acceptable plans can be prepared and resubmitted for approval. In the event the Committee, or its designated representative, fails to approve or disapprove within fifteen (15) days after plans and specifications have been submitted, or, in any event, if no suit to enjoin the construction has been instituted within forty-five (45) days after its commencement, approval will not be required and the related covenants shall be deemed to have been complied with fully. Any structure completed with the Committee's approval or in accordance with the terms of this paragraph, shall be determined to have been approved by the Architectural Control Committee and the related covenants provided herein shall be determined as being complied with fully. The Committee shall have the right, from time to time, to prescribe reasonable rules and regulations concerning the method and procedure for submitting plans and specifications and its review thereof.

4. MINOR VIOLATIONS, RELEASE FROM COVENANTS. When a building or other structure has been erected, or its construction substantially advanced, and the building is located on any lot in a manner as to constitute a violation or violations of these covenants and restrictions, the Architectural Control Committee shall have the right at any time to release the lot, or portions of it, from any part of the covenants and restrictions as are violated. However, the Committee shall not give any such release except with respect to a violation that it determines to be minor as determined at the Committee's sole discretion, and such waiver may, in the Committee's sole determination, be necessary to prevent an unnecessary hardship.

5. CONSTRUCTION COMPLETION. Upon commencement or construction of any improvement, the owner shall diligently and expeditiously carry same to completion in accordance with the plans and specifications as approved, within nine (9) months of commencement of construction.

6. SUBSEQUENT ADDITIONS TO HOMES AND/OR LOTS. After a dwelling has been occupied or has received a Certificate of Occupancy, any proposal for additional exterior additions or any changes in the use of the lot, including without limitation, doghouses, fences, spas, driveways, wood decks, in-ground pools, satellite communication discs, or any other exterior construction, modification, or placement of a structure whatsoever, must be submitted to the Architectural Control Committee with the plans, specifications and location, to receive its approval prior to any work being performed, and any failure to comply with this provision shall inure to the Association any and all rights and remedies in law and equity to assure such compliance.

7. DEVELOPER'S EXEMPTION: Developer shall be exempt from the provisions hereof with respect to alterations and additions desired to be effected by Developer and shall not be obligated to obtain Committee approval for any construction or changes in construction which the Developer may elect to make at any time.

V

MELWOOD OAKS HOMEOWNERS ASSOCIATION

1. HOMEOWNERS ASSOCIATION. Developer's principals have formed a Florida non-profit corporation pursuant to Chapter 617 of the Florida Statutes. The name of the corporation so formed is Melwood Oaks Homeowners' Association, Inc. A copy of the Articles of Incorporation and Bylaws of the Association are recorded in Official Records Book 1242, Pages 2889 through 2893 and Official Records Book 1242, Page 2894 through 2906, respectively, all of the Public Records of Manatee County, Florida and are hereby incorporated by reference. Each owner of a lot or parcel in this Subdivision upon acquiring title to the lot or parcel shall become a member to the Association and shall pay to the Association uniform periodic assessments as provided herein.

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2. OWNERSHIP OF COMMON AREAS. Developer shall convey to the Association all of its interest in the Common Areas in the Subdivision not previously conveyed to the general public, or private or public utilities by dedication or otherwise, if any. Any such area not maintained by a public authority or a public or private utility company shall be maintained by the Association.

3. ASSESSMENTS.

Section 1. Lien and personal obligation of assessments. Each owner of a lot is hereby deemed to covenant by acceptance of his deed for such lot, whether or not it shall be so expressed in his deed, to pay to the Association (1) monthly assessments, (2) special assessments for capital improvements and other expenditures that the Association deems appropriate, and (3) a working capital contribution. Such assessments will be established and collected as hereinafter provided. The monthly and special assessments, together with interest, costs, and reasonable attorneys' fees, shall be a charge on the land and a continuing lien on each lot against which such an assessment is made. Each such assessment, together with interest, costs, and reasonable attorneys' fees shall also be the personal obligation of the person or persons who owned the lot at the time the assessment fell due, and such personal obligation shall pass to the successors in title of such person or persons unless expressly otherwise provided herein.

Section 2. Purpose of monthly assessments. The monthly assessments levied by the Association shall be used exclusively to promote the health, safety, welfare, and recreation of the residents in the subdivision, and for the improvement and maintenance of the Common Areas and of the homes situated within the subdivision. Monthly assessments shall include, and the Association shall acquire and pay for out of the funds derived from monthly assessments, the following:

(a) Maintenance and repair of the Common Area.

(b) Water, sewer, garbage, electrical, lighting, telephone, gas, and other necessary utility service for the Common Area.

(c) Acquisition of furnishings and equipment for the Common Area as may be determined by the Association, including without limitation all equipment, furnishings, and personnel necessary or proper for use of the recreational facilities.

(d) Maintenance and repair of storm drains, sanitary sewers, and private streets within the confines of the subdivision.

(e) Fire insurance covering the full insurable replacement value of improvements located within the Common Area with extended coverage.

(f) Liability insurance insuring the Association against any and all liability to the public, to any owner, or to the invitees or tenants of any owner arising out of their occupation and/or use of the Common Area. The policy limits shall be set by the Association, and shall be reviewed at least annually and increased or decreased in the discretion of the Association, but in no event shall such insurance be in an amount less than that specified in the FNMA Lending Guide, Chapter Three, Part 5, Insurance Requirements, as the same may be modified from time to time.

(g) Workmen's compensation insurance to the extent necessary to comply with Section 440.38 of the Florida Statutes, and any other insurance deemed necessary by the Board of Directors of the Association.

(h) A standard fidelity bond covering all members of the Board of Directors of the Association and all other employees of the Association in an amount to be determined by the Board of Directors, but in no event shall such insurance be in an amount less than that specified in the FNMA Lending Guide, Chapter Three, Part 5, Insurance Requirements, as the same may be modified from time to time.

(i) Any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations, insurance, taxes, or assessments which the Association is required to secure or pay pursuant to the terms of this Declaration or by law, or which shall be necessary or proper in the opinion of the Board of Directors of the Association for the operation of the Common Areas, for the benefit of lot owners, or for the enforcement of these restrictions.

(j) A reserve fund for the periodic maintenance, repair, and replacements of improvements to or of the Common Areas.

(k) All other items of maintenance as set forth herein.

Section 3. Special assessments. In addition to the monthly assessments authorized above, the Association may levy in any assessment year a special assessment applicable to that year only for the purpose of defraying in whole or in part, the cost of any construction, reconstruction, repair, or replacement of a capital improvement on the Common Area, including fixtures and personal property related thereto which shall exceed the amounts of any reserve maintained for such purposes and such other expenditures that the Association deems appropriate. Any such assessment must be approved by a majority of members.

Section 4. Notice and quorum for action authorized under Section 3. Written notice of any meeting called for the purpose of taking any action authorized by Section 3 above shall be sent to all members not less than thirty (30) nor more than sixty (60) days in advance of such meeting. In the event the proposed action is favored by a majority of the votes cast at such meeting, but less than the majority of members, members who were not present in person or by proxy may give their assent in writing within fifteen (15) days after the date of such meeting.

Section 5. Uniform rate of assessment. Both monthly and special assessments must be fixed at a uniform rate for all lots for which certificates of occupancy or their equivalent have been issued within any phase of the Subdivision or additional property which may become a part of the Subdivision.

Section 6. Commencement and collection of monthly assessments. The monthly assessments provided for herein shall commence as to all lots obligated to pay the same on the first day of the month following the conveyance of the Common Area. The first monthly assessment shall be adjusted according to the number of months remaining in the monthly of assessment. The Board of Directors shall fix the amount of the monthly assessment against each lot obligated to pay the same at least thirty (30) days in advance of the due date thereof and shall fix the dates such amounts become due. Notice of the monthly assessments shall be sent to every owner subject thereto. The Association shall, on demand and for a reasonable charge, furnish a certificate signed by an officer of the Association, setting forth whether the assessments against a specific lot have been paid.

Section 7. Effect of nonpayment of assessments; remedies of the Association. Any assessment not paid within fifteen (15) days after the due date shall be deemed in default and shall bear interest from the due date at the rate of eighteen (18%) percent per annum. The Association may bring an action at law against the owner personally obligated to pay the same, or may foreclose the

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lien against the property. No owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his lot.

Section 8. Subordination of assessment lien to mortgages. The assessment lien provided for herein shall be subordinate to the lien of any first mortgage. A sale or transfer of any lot shall not affect the assessment lien. However, the sale or transfer of any lot pursuant to a mortgage foreclosure or any proceeding in lieu thereof, shall extinguish the assessment lien as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof.

Section 9. Working capital contribution. Each owner shall pay to the Association at the time of closing of the sale of such owner's lot, a one-time only working capital contribution equal to two payments of the monthly assessment in effect as of the date of the closing on the sale of such owner's lot. Such working capital contribution shall be maintained in an account for the exclusive use and benefit of the Association. The purpose of such fund is to insure that the Association will have cash available to meet unforeseen expenditures or to acquire additional equipment or services deemed necessary or desirable in connection with the Common Areas. Any such working capital contribution shall not be deemed advance payments of the regular assessments.

4. MEMBERSHIP. Membership in the Association shall automatically terminate upon the sale of a lot as evidenced by a recorded deed conveying the same to a new owner (who shall then become a member of the Association). In the event of joint ownership of a lot each co-tenant shall be a member of the Association but they shall only be permitted one vote per lot.

5. DUTIES AND POWERS OF ASSOCIATION. The Association shall concern itself with the making and carrying out of policies and procedures and shall institute such programs as will be desirable for the purpose of maintaining a desirable social and community life with the Subdivision, all as more particularly set forth in the Articles of Incorporation and Bylaws of the Association.

The Association shall have the right to enter upon any lot and any structure located thereon to make emergency repairs and do other work reasonably necessary for the proper maintenance and operation of the Subdivision in accordance with the provisions of this Declaration. All expenses incurred by the Association in connection with the performance of such repairs or other work in accordance with the provisions of Article 3, Subsection 1, hereof, shall be added to the owner's monthly assessment and collected as otherwise provided herein.

The Association shall have the right to grant permits, licenses, and easements over the Common Areas for utilities, roads and other purposes reasonably necessary or useful for the proper maintenance or operation of the Subdivision and the benefit of Owners.

VI  
ENFORCEMENT

1. ENFORCEMENT OF COVENANTS. If any person, firm or corporation, or their heirs or assigns shall violate or attempt to violate any of these covenants or restrictions, it shall be lawful for the Developer, the Association or any other person, firm or corporation owning any lot in the Subdivision, to commence any proceeding at law or in equity against the violator or attempted violator whether such proceeding is to prevent such violator from so doing or to recover damages or other costs for such violation. In the event of such action, the violator shall be liable for all costs of litigation including attorneys' fees through all pre-trial, trial and appellate levels. All such fees and costs shall become a lien on the property in the same manner

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as unpaid assessments and the lien may be foreclosed in the same manner as for assessments. There shall be no liability assessed against any person for non-enforcement of these covenants and restrictions. Failure to prosecute a violation shall not be deemed a waiver nor shall the same be deemed to have created any rights in the violator or any other person nor shall the same be deemed a continuing or new violation. Except as otherwise provided herein, in the event of any violation of these covenants or restrictions, the Association shall provide the violator with written notice of same and said violator shall have a period of no less than five (5) days in which to correct said violation or to request a formal meeting with the Board of Directors of the Association which shall be held as soon as practical after receipt of the violator's request and at the sole convenience of the Board of Directors. At said meeting the violator shall have the opportunity to explain the violation, however, the decision of the Board of Directors shall be final and binding upon the Owner. Upon the expiration of the five (5) day notice period or upon conclusion of the formal meeting with the Board of Directors, provided that the violator has not presented the Board of Directors with reasonable justification for the violation, the Association, Developer or any other Owner shall have the right to exercise the remedies set forth herein in the event the violator has otherwise failed to correct the violation.

2. Fines. In addition to the foregoing provisions regarding enforcement of the covenants contained herein, the Association may impose a fine against any Owner in an amount not to exceed \$25.00 per day after providing written notice of any violation hereof by certified mail, return receipt requested, not less than ten (10) days prior to the assessment of any such fine. For the purposes of this paragraph, the Owner of any lot within the subdivision shall be deemed in violation hereunder in the event such Owner or any person occupying such Owner's lot shall commit a violation hereunder or shall otherwise fail to act in compliance with the provisions of this Declaration of Restrictions. On and after the assessment of any such fines, pursuant to the provisions hereof, such fines shall become a lien on the Owner's lot who shall be deemed in violation hereunder in the same manner as unpaid assessments and the lien may be foreclosed in the same manner as provided for assessments.

VII  
LENDERS' ADDITIONAL RIGHTS

The Association shall make available current copies of this Declaration, its Bylaws and other Rules concerning the Subdivision and all books, records, and financial statements of the Association to all owners and any lender designated by such owner who shall intend to or who shall hold a first mortgage on such owner's lot as well as all holders, insurers, or guarantors of any first mortgage on any such lot. As used herein, available shall mean available for inspection, upon request, during normal business hours or under other reasonable circumstances. Any holder of a first mortgage on any lot is entitled upon written request to a financial statement of the Association for the fiscal year next immediately proceeding a date of such written request.

Upon written request to the Association identifying the name and address of the holder, insurer, or guarantor of any first mortgage and the lot number or address of a lot upon which such first mortgage shall be an encumbrance, any mortgage holder, insurer, or guarantor will be entitled to timely written notice of:

(a) Any condemnation or casualty loss that affects either a material portion of the Subdivision or the lot securing its mortgage.

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(b) Any sixty (60) day delinquency in the payment of assessments or charges owed by the Owner of any lot on which it holds the mortgage.

(c) A lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association.

(d) Any proposed action that requires the consent of a specified percentage of mortgage holders.

VIII  
LEASE OF LOTS

In order to maintain a community of congenial residents and protect the value of all Common Areas, the lease of any lot or building erected on such lot, hereinafter collectively referred to as "lease of lots", by any owner, other than by or to the Developer, shall be subject to the following restrictions. No owner or other person may lease any interest in any lot, or having so acquired such interest, may continue to hold such interest, except with the approval of the Association in accordance with the provisions of this Article. An owner or other person intending to lease any interest in any lot shall provide a copy of such proposed lease to the Association for approval of the Association in accordance with the provisions of this Section.

The Association shall either approve or disapprove such lease and Tenant within thirty (30) days of receipt of the proposed lease. In the event the Association shall fail to either approve or disapprove of the lease and/or Tenant within the time limits provided by this section, then after the expiration of such time period, the Association shall be deemed to have approved of such lease and Tenant and shall, upon written request therefor, issue an appropriate certificate of approval.

Such lease shall be approved, provided the lease shall be in accordance with the provisions of Article II, Section 13 of these Restrictive Covenants. Each owner of a lot is hereby deemed to covenant, by acceptance of his deed for such lot, whether or not it shall be so expressed in his deed, to waive all liability against the Association, specifically including, but not limited to, all its members, employees, and agents for the failure to approve or, in the alternative, the disapproval of any prospective Tenant or lease as set forth herein.

The Association shall be entitled to charge a reasonable fee not to exceed the sum of \$50.00 for expenses incurred in connection with the review of any notice and other information pertaining to a proposed Tenant and lease and the cost of issuing a certificate of approval for the same. All notices pertaining to any such proposed lease and Tenant shall be accompanied by payment in an amount as established by the Association for the costs of review and issuance of such certificate prior to the consideration of any such notice and the time periods as set forth herein shall not commence until receipt of such payment.

IX  
ADDITIONAL RIGHTS OF MANATEE COUNTY

1. Notwithstanding anything herein contained to the contrary, the Association shall not be dissolved, nor shall the Association dispose of any Common Area by sale or otherwise except to an organization conceived and organized to own and maintain the Common Areas, without first offering to dedicate the same to Manatee County or other appropriate governmental agency.

2. No lands in the Common Area shall be denuded, defaced or otherwise disturbed in any manner at any time, except for construction of improvements, maintenance or repair. without the

prior written approval of the Manatee County Planning and Development Director.

3. In the event the Association, or any successor organization, shall fail to maintain the Common Area in reasonable order and condition, Manatee County, upon notice and hearing, may enter upon the Common Area for the purposes of maintaining same. Such entry shall not vest the public with a right to use the Common Area. The cost of maintenance by the County shall be assessed pro-ratedly against the Lots and shall be a charge on the Lots. Such charges shall be paid by the Owners within 60 days of the receipt of the statement therefor and shall become a lien on the property if not paid at the end of such period.

4. Notwithstanding any other provision of the Declaration, no violation of federal, state, or local law shall be permitted.

5. Notwithstanding any other provision of this Declaration relating to amendments, neither this Section IX nor any provision of this Declaration affecting this Section IX may be amended without the written consent of Manatee County.

X  
GENERAL

1. COPY OF DEED RESTRICTIONS. Owners renting or selling their dwellings or lots are responsible for providing tenants or new Owners with a copy of the Declaration of Restrictions. Such Owners are responsible for giving the Association prompt written notice of all transfers of any lots within the Subdivision, and prompt written notice that all Tenants or new Owners have received a copy of the Declaration of Restrictions.

2. RESOLUTION OF DISPUTES. The Board of Directors shall not be involved in disputes between residents over children, animals, violations of the peace or petty grievances, etc. For resolution of these matters, residents shall rely upon their own judgment, or in extreme cases notify the Sheriff's Department, Manatee County. Owners are reminded that they are under the legal jurisdiction of Manatee County and the State of Florida.

3. DURATION OF COVENANTS. These covenants are to run with the land and shall be binding on all parties and all persons claiming under them for a period of twenty-five (25) years from the date these covenants are recorded, after which time they shall be extended automatically for successive periods of twenty-five (25) years, unless an instrument signed by a majority of the then Owners of the lots has been recorded agreeing to change the covenants in whole or in part.

4. AMENDMENTS. The covenants and restrictions of this Declaration of Restrictions may be amended subject to the limitations otherwise set forth herein, by duly recording an instrument executed and acknowledged by not less than a majority of the Owners of the lots of the Subdivision.

5. ADDITIONS TO DEVELOPMENT WITHOUT FURTHER ASSENT OR PERMIT. Developer hereby reserves the right, exercisable from time to time, to subject other real property to the restrictions set forth herein if available, in order to extend the scheme of this Declaration to additional property to be developed as part of the Subdivision, and thereby to bring such additional property within the jurisdiction of the Association and, add additional lots to the existing property or subdivide lots already platted. The additions herein authorized shall be made by filing of record one or more supplementary declarations with respect to the properties to be then subject to this Declaration and which shall subject such addition to assessment for their just share of the Association's expenses.

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Provided further, however, that so long as either the Federal Housing Administration or the Veterans Administration has an interest in the Subdivision, the annexation of properties to the Subdivision will require the prior approval of either the Federal Housing Administration or the Veterans Administration.

6. SURVIVAL OF PROVISIONS. Invalidation of any one of the covenants herein by judgments or court order shall in no way affect any of the other provisions herein which shall remain in full force and effect.

7. FHA and VA APPROVAL. As long as the Developer shall own one-fourth (1/4) or more of all the lots in the Subdivision and either the Federal Housing Administration or the Veterans Administration has an interest in the Subdivision, the following actions will require the prior approval of either the Federal Housing Administration or the Veterans Administration: Amendment of this Declaration, dedication of Common Area, mortgaging of the Common Area and Amendment of the Articles of Incorporation.

ARTICLE XI  
SALE OR TRANSFER

In order to maintain a community of congenial residents and protect the value of all common areas, the sale or transfer of any interest in, and, or to any lot or building erected on such lot, hereinafter collectively referred to as a "resale of lots" by any Owner other than the Developer, shall be subject to the following restrictions. No Owner or other person may engage in the resale of any lot, or in the event of any such transfer may continue to hold such interest, except with the express approval of the Association in accordance with provisions of this article. Any Owner or other person intending to resell any lot shall give notice to the Association with such intention, together with the name and address of the intended purchaser or transferee and such information as the Association may reasonably require. The Notice of Resale shall be accompanied by an executed copy of the proposed Contract for Sale or other document evidencing an intent to transfer any interest in and/or to the lot.

The Association shall either approve or disapprove such resale of lot and the proposed purchaser or transferee within thirty (30) days of receipt of the notice and any other information as set forth herein, specifically including such additional information as the Association may reasonably require in connection with the consideration of any such notice. In the event the Association shall fail to either approve or disapprove of the resale of lot and/or the proposed transferee of such interest within the time limits provided by the section, then after the expiration of such time period, the Association shall be deemed to have approved of such resale of lot and proposed transferee and shall, upon written request therefore, issue an appropriate Certificate of Approval. Each Owner of a lot is hereby deemed to covenant, by acceptance of his deed for such lot, whether or not it shall be so expressed in his deed, to waive all liability against the Association, specifically including, but not limited to, all of its members, employees and agents, for the failure to approve or, in the alternative, the disapproval of any prospective resale of any lots or proposed transferee as set forth herein.

The Association shall be entitled to charge a reasonable fee not to exceed the sum of \$50.00 for expenses incurred in connection with the review of any notice and other information pertaining to the proposed resale of a lot and the proposed transferee and the cost of issuing a certificate of approval for the same. All notices pertaining to any such proposed resale of lot and transferee shall be accompanied by payment in an amount as established by the Association for the costs of review and the issuance of such certificate prior to the consideration of any such notice and the time periods as set forth herein shall not commence until receipt of such payment.

IN WITNESS WHEREOF, the undersigned have caused this Declaration of Restrictions to be executed this 4 day of November, 1991.

(Corporate Seal)

WITNESSES:

Sharon L. Wilson  
Deborah E. Perro

MELWOOD OAKS CORPORATION,  
a Florida Corporation

By: D. L. Greenhill  
D. L. Greenhill, Pres.

STATE OF FLORIDA  
COUNTY OF MANATEE

The foregoing instrument was sworn to and acknowledged before me this 4 day of November, 1991, by D. L. Greenhill, as President of MELWOOD OAKS CORPORATION, a Florida Corporation, on behalf of said corporation.

Deborah E. Perro  
Notary Public  
My Commission Expires:

Notary Public, State Of Florida At Large  
My Commission Expires Jan 17, 1993

ACCEPTED IN OPEN SESSION  
BOARD OF COUNTY COMMISSIONERS, MANATEE COUNTY  
7/7/91

EXHIBIT "A"

LEGAL DESCRIPTION

All of Melwood Oaks Phases III & IV, as shown on the plat thereof recorded in Plat Book 26, Pages 111 thru 124, including, of the Public Records of Manatee County, Florida.

COMMENCE AT THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 2, TOWNSHIP 34 SOUTH, RANGE 17 EAST, MANATEE COUNTY, FLORIDA; THENCE S. 89° 58' 52" E., ALONG THE NORTHWEST CORNER OF THE NORTHEAST 1/4 OF THE SOUTHEAST 1/4 OF SAID SECTION 2, A DISTANCE OF 666.65 FEET TO THE NORTHEAST CORNER OF LOT 1, MELWOOD OAKS PHASE IIA, AS RECORDED IN PLAT BOOK 24, PAGES 163 AND 164 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA; THENCE S. 00° 01' 08" W., ALONG THE COMMON LINE OF SAID MELWOOD OAKS PHASE IIA AND MELWOOD OAKS SUBDIVISION, PHASE I AS RECORDED IN PLAT BOOK 23, PAGES 157 AND 158, SAID PUBLIC RECORDS, A DISTANCE OF 73.50 FEET, TO A POINT ON THE WESTERLY RIGHT OF WAY OF 3RD AVENUE WEST, A PRIVATE STREET, 24 WIDE; THENCE S. 51° 16' 32" W., ALONG SAID COMMON LINE AND RIGHT OF WAY, A DISTANCE OF 10.41 TO THE P.C. OF A CURVE CONCAVE TO THE SOUTHEAST, HAVING A RADIUS OF 116.47 FEET; THENCE SOUTHWESTERLY ALONG THE ARC OF SAID CURVE, SAID ARC ALSO BEING SAID COMMON LINE AND RIGHT OF WAY, THROUGH A CENTRAL ANGLE OF 51° 09' 14" AN ARC DISTANCE OF 103.98 FEET TO THE P.T. OF SAID CURVE; THENCE S. 00° 07' 18" W., ALONG SAID COMMON LINE AND RIGHT OF WAY A DISTANCE OF 70.47 FEET TO A POINT, SAID POINT BEING THE SOUTHEAST CORNER OF LOT 7, SAID MELWOOD OAKS PHASE IIA AND THE POINT OF BEGINNING; THENCE S. 76° 52' 54" W., ALONG THE SOUTHERLY LINE OF SAID LOT 7 A DISTANCE OF 54.71 FEET TO THE SOUTHWEST CORNER OF SAID LOT 7; THENCE S. 71° 05' 22" W., ALONG THE SOUTHERLY LINE OF SAID PHASE IIA, A DISTANCE OF 137.05 FEET TO THE SOUTHWEST CORNER OF LOT 11 SAID PHASE IIA AND THE COMMON CORNER OF MELWOOD OAKS PHASE IIB AS RECORDED IN PLAT BOOK 25, PAGES 3 AND 4 OF SAID PUBLIC RECORDS; THENCE S. 50° 52' 21" W., ALONG SAID PHASE IIB, A DISTANCE OF 114.27 FEET; THENCE S. 00° 25' 37" E., ALONG SAID PHASE IIB, A DISTANCE OF 221.86 FEET; THENCE S. 47° 12' 41" E., A DISTANCE OF 217.76 FEET; THENCE S. 89° 52' 42" E., A DISTANCE OF 43.47 FEET TO A POINT ON A CURVE TO THE LEFT, CONCAVE TO THE SOUTHEAST ITS RADIUS POINT LYING S. 58° 49' 43" E., A DISTANCE OF 161.06 FEET, THENCE THROUGH A CENTRAL ANGLE OF 31° 03' 01" ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 87.28 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE S. 00° 07' 18" W., A DISTANCE OF 156.29 FEET; THENCE N. 89° 52' 42" W., A DISTANCE OF 141.39 FEET; THENCE S. 60° 07' 18" W., A DISTANCE OF 164.94 FEET; THENCE N. 83° 51' 24" W., A DISTANCE OF 140.66 FEET; THENCE N. 53° 07' 18" W., A DISTANCE OF 77.39 FEET; THENCE N. 89° 58' 52" W., A DISTANCE OF 39.18 FEET TO A POINT ON AN EASTERLY BOUNDARY LINE OF "ADDITION TO PALMETTO POINT SUBDIVISION" AS RECORDED IN PLAT BOOK 8, PAGES 145 THROUGH 147, OF SAID PUBLIC RECORDS; THENCE S. 00° 01' 08" W., ALONG SAID EASTERLY BOUNDARY, A DISTANCE OF 208.25 FEET TO THE NORTHWESTERLY CORNER OF A 50.00 FOOT ROAD RIGHT OF WAY AS DESCRIBED IN O.R. BOOK 242, PAGE 699, OF SAID PUBLIC RECORDS; THENCE S. 89° 58' 52" E., ALONG SAID RIGHT OF WAY, A DISTANCE OF 50.00 FEET TO THE NORTHEAST CORNER OF SAID RIGHT OF WAY; THENCE N. 61° 28' 24" E., A DISTANCE OF 197.63 FEET; THENCE N. 65° 49' 42" E., A DISTANCE OF 81.50 FEET; THENCE N. 89° 34' 57" E., A DISTANCE OF 106.69 FEET; THENCE S. 00° 07' 18" W., A DISTANCE OF 20.01 FEET; THENCE N. 89° 34' 57" E., A DISTANCE OF 10.00 FEET; THENCE S. 57° 00' 46" E., A DISTANCE OF 28.94 FEET; THENCE S. 00° 25' 03" E., A DISTANCE OF 5.00 FEET; THENCE S. 89° 52' 42" E., A DISTANCE OF 86.81 FEET TO A POINT ON A CURVE TO THE LEFT, CONCAVE TO THE NORTHEAST ITS RADIUS POINT LYING N. 82° 43' 10" E., A DISTANCE OF 139.75 FEET, THENCE THROUGH A CENTRAL ANGLE OF 22° 13' 28" SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, AN ARC DISTANCE OF 54.21 FEET TO THE POINT OF TANGENCY OF SAID CURVE; THENCE S. 29° 30' 18" E., A DISTANCE OF 37.00 FEET; THENCE N. 60° 29' 42" E., A DISTANCE OF 24.00 FEET; THENCE S. 89° 52' 42" E., A DISTANCE OF 76.59 FEET TO A POINT ON THE WESTERLY BOUNDARY OF LANDS DESCRIBED IN O.R. BOOK 686, PAGE 118 OF SAID PUBLIC RECORDS; THENCE N. 00° 07' 18" E., ALONG SAID WESTERLY LINE AND THOSE LANDS DESCRIBED IN O.R. BOOK 831, PAGE 936 OF SAID PUBLIC RECORDS, A DISTANCE OF 99.56 FEET TO THE NORTHWEST CORNER OF LAST DESCRIBED LANDS ALSO BEING A POINT ON THE SOUTH LINE OF SAID MELWOOD OAKS PHASE I; THENCE N. 89° 58' 52" W., ALONG THE SOUTHERLY LINE OF SAID PHASE I, A DISTANCE OF 45.34 FEET TO THE SOUTHWEST CORNER OF SAID PHASE I, AND A POINT ON THE EAST LINE OF SAID LOT 7, MELWOOD OAKS PHASE IIA; THENCE S. 00° 07' 18" W., ALONG SAID EAST LINE A DISTANCE OF 49.12 FEET TO THE POINT OF BEGINNING.

BEING IN SECTION 2, TOWNSHIP 34 SOUTH, RANGE 17 EAST, MANATEE COUNTY, FLORIDA.

CONTAINING 5.806 ACRES MORE OR LESS.

OR 1385 PG 5742

ACCEPTED IN OPEN SESSION  
BOARD OF COUNTY COMMISSIONERS, MANATEE COUNTY

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R.B. SHORE, CLERK  
MANATEE COUNTY, FL.

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MANATEE COUNTY, FL.  
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