

MELWOOD OAKS
HOMEOWNERS
ASSOCIATION, INC.



RESTATED DECLARATION
OF RESTRICTIONS

August 2, 1993

MELWOOD OAKS - PHASES I, IIA and IIB
RESTATED DECLARATION OF RESTRICTIONS

WHEREAS, the Declaration of Restrictions for Melwood Oaks-Phase I Subdivision, Phase IIA Subdivision, and Phase IIB Subdivision have been recorded in Official Records Book 1195, Pages 0089 through 0105, Official Records Book 1242, Pages 2873 through 2888, and Official Records Book 1259, Pages 1979 through 1996, respectively, in the Public Records of Manatee County, Florida;

WHEREAS, the Melwood Oaks Corporation was the developer of Melwood Oaks, Phases I Subdivision, Phase IIA Subdivision and Phase IIB;

WHEREAS, the Melwood Oaks Corporation created the Melwood Oaks Homeowners Association, Inc. to administer the Declarations of Restrictions;

WHEREAS, the Melwood Oaks Corporation transferred control of the Melwood Oaks Homeowners Association, Inc. to the homeowners;

WHEREAS, the Melwood Oaks Homeowners Association, Inc. have voted to amend certain portions of the Declaration of Restrictions and consolidate the original three Declarations of Restrictions into one Restated Declaration of Restrictions;

NOW THEREFORE, be it known that the following Restated Declaration of Restrictions consolidates all three (3) original Declarations of Restrictions and Amendments thereto as follows:

In order to protect the health and welfare of the public and to protect property values and to maintain the attractiveness of the community, Association 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.

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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 as per plat thereof recorded in Plat Book 23, Pages 157 through 158, Public Records of Manatee County, Florida; Melwood Oaks-Phase IIA Subdivision as per plat thereof recorded in Plat Book 24, Pages 163 through 164, Public Records of Manatee County, Florida; and MELWOOD Oaks-Phase IIB as per plat thereof recorded at Plat Book 25, Page 3 through 4, other than platted lots as shown on the recorded plat of the subdivision, specifically including all private roads.

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

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

7. "Subdivision" means MELWOOD OAKS-PHASE I SUBDIVISION according to the plat thereof recorded at Plat Book 23, Page 157 through 158, inclusive, MELWOOD OAKS-PHASE IIA SUBDIVISION according to the plat thereof recorded at Plat Book 24, Page 163 through 164, inclusive, and MELWOOD OAKS-PHASE IIB SUBDIVISION, according to the plat thereof recorded at Plat Book 25, Page 3 through 4, inclusive, of the Public Records of Manatee County, Florida., such other parcels of real property which the Association may also annex 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 Association shall have the right, but not the obligation, to annex other phases and subject them to the Melwood Oaks Restated Declaration of Restrictions. An annexation shall require majority approval of all lot owners. Upon the imposition of this Declaration of Restrictions as to any such annexed phase, pursuant to such submission, such phase shall become part of the Melwood Oak 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. The legal description of the Melwood Oaks Subdivision is attached hereto as Exhibit "A" to this Restated Declaration of Restrictions.

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II
USE RESTRICTIONS

1. LAND USE AND BUILDING TYPE. Other than designated common areas, each lot except those owned by the Association, 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 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.

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;

(b) The right of the Association to suspend the voting rights and the right to use 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 signed by two-thirds (2/3) of all Owners, has been recorded;

(d) Notwithstanding anything to the contrary contained herein, the Association reserves 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 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. A realtor's sign, for sale or for rent by owner sign, not to exceed 24" x 34" may be permitted on the owner's property.

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 to any lot unless it is of a type and construction, both in design and material, identical or similar to 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, not 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~~, boats or boat trailers, 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 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 vehicle 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. One lease per twelve month period is permitted. Each lease shall contain the agreement of the Tenant to comply with this Declaration and that the failure of the Tenant to do 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 VII.

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 and must be under leash when walked or exercised.

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.

III MAINTENANCE

1. MAINTENANCE. The Association shall be responsible for (1) maintaining Common Areas of the Subdivision; (2) lawn maintenance on any lot, specifically including fertilizing, lawn mowing, trimming and edging, 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; the Association shall not be responsible for trimming, maintaining or replacing any trees, shrubs, etc., except those in common areas; (3) all exterior painting of trim; roof replacement for usual and customary wear and tear for any building located on any lot which shall be deemed reasonable and necessary by the Board of Directors; loss by storm damage, fire, lightning to be covered under personal homeowner's

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insurance; (5) maintenance, replacement of fences at owner's cost; fence design subject to Architectural Committee approval.

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 Dollars (\$1,000.00), 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 thirty (30) 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 thirty-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

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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 monthly 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 Board of Directors and shall report directly to 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 or 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 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 equity to enforce the Committee's decisions.

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

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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.

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, Pages 2894 through 2906, respectively, all of the Public Records of Manatee County, Florida. 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 monthly assessments and special 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 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, and any other Association costs and expenses deemed appropriate and necessary by the Board of Directors.

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Section 3. Special Assessments. In addition to the monthly assessments authorized above, the Association may levy special assessments 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 monthly 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 Monthly Assessments. The monthly 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 monthly 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 monthly 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 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 or the highest interest rate allowed by law. 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. The owner shall be responsible for all costs, including attorney fees, incurred by the Association collecting all past due assessments. 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 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 any of these covenants or restrictions, it shall be lawful for 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 an 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 the with the Board of Directors, provided that the violator has not presented the Board of Directors with reasonable justification for the violation, the Association, 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.

BK 1412 PG 5240

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, 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 may only lease his unit once during a twelve (12) month period. 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 proratedly against the Lots and shall be charge on the Lots. Such charges shall be paid by the Owners within sixty (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 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. Association hereby reserves the right, exercisable from time to time, to annex additional properties into this Association. Any property to be annexed and made subject to the Melwood Oaks Restated Declaration of Restrictions shall be approved by a majority of the lot owners.
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.

BK 1412 PG 5243

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, 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.

CERTIFICATE OF ASSOCIATION

This Restated Declaration of Restrictions and Amendments were approved by a majority of the Melwood Oaks Homeowners Association, Inc. in a vote taken on 8th day of July, 1993. The Melwood Oaks Homeowners Association, Inc. does hereby certify that the foregoing Restated Declaration of Restrictions and Amendments were approved and adopted by a majority vote.

IN WITNESS WHEREOF, the undersigned officers of the Association have executed this First Amendment to the Declaration of Restrictions of Melwood Oaks, this 2nd day of August, 1993.

MELWOOD OAKS HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation

Jean A. Stoops
Print Name: Jean A. Stoops
Barbara S. Williams
Print Name: Barbara S. Williams

By: Ray Hanson
Ray Hanson, President

ATTEST:

By: Lucille Johnson
Lucille Johnson, Secretary

STATE OF FLORIDA
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this 2nd day of August, 1993, by RAY HANSON as President of Melwood Oaks Homeowners Association, Inc., a Florida not-for-profit corporation, on behalf of the corporation. He is personally known to me and who did not take an oath.

Barbara S. Williams
Notary Public, State of Florida
Barbara S. Williams
(Type or Print Notary Name Here)

My Commission Expires: 3/14/94

THIS INSTRUMENT PREPARED BY
AND RETURN TO:
STEPHEN W. THOMPSON, ESQ.
HARLER, PORGES, HAMLIN
& HAMRICK, P.A.
P. O. Box 9320
Bradenton, FL 34205



BARBARA S. WILLIAMS
MY COMMISSION # 0038204 EXPIRES
March 14, 1994
BORNED TALK TRY FOR INSURANCE, ETC.

BR 1412 PG 5245

EXHIBIT "A"

LEGAL DESCRIPTION

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

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.

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.

EX 1412 PG 5246 FILED AND RECORDED 08/06/1993 9:25AM RECORD VERIFIED
R. B. SHARP CLERK OF CIRCUIT COURT MANATEE COUNTY FL

**ACKNOWLEDGMENT AGREEMENT THAT PROPERTY IS SUBJECT TO
MELWOOD OAKS - PHASES I, IIA AND IIB RESTATED DECLARATION OF
RESTRICTIONS**

This Acknowledgment Agreement that Property is Subject to Melwood Oaks - Phases I, IIA, IIB Restated Declaration of Restrictions ("Acknowledgment Agreement") is entered into by and between the Melwood Oaks Homeowners Association, Inc. ("Melwood"), a Florida corporation, not for profit, with an address of 325 - 40th Street Circle West, Palmetto, FL 34221 and Roy C. Edwards ("Edwards"), with an address of 3823 3rd Avenue West, Palmetto, FL 34221, owner of the real property described in Exhibit "A", attached hereto and incorporated herein.

WITNESSETH:

WHEREAS, Melwood is the corporate entity responsible for administering the terms of the Melwood Oaks - Phases I, IIA and IIB Restated Declaration of Restrictions, recorded in ORB 1412, Pages 5225 et seq. of the Public Records of Manatee County, Florida ("Declaration"); and

WHEREAS, over a period of years, disputes have arisen over whether the lots within Melwood Oaks, Phases III and IV, recorded in Plat Book 26, Pages 171 through 173 of the Public Records of Manatee County, Florida are subject to the terms of the Declaration; and

WHEREAS, Edwards acknowledges and affirms that he\she is the owner of a certain lot within Phase III of Melwood Oaks, more specifically described in Exhibit "A" hereto, and desires to resolve said potential disputes by executing this Acknowledgment; and

WHEREAS, Edwards acknowledges that said lot will benefit by being subject to the terms and conditions of the Declaration in order to preserve a unified community known as Melwood Oaks; and

WHEREAS, in exchange for executing this Acknowledgment, Edwards will receive all of the benefits currently supplied to all association members through Melwood which includes in part, continued use of the private roads which are owned and maintained by Melwood, continued use of the Melwood owned sewer connection system, basic cable TV service, maintenance of lawns, use of the swimming pool, use of the gazebo, use of other common properties, and the agreement by Melwood to contribute to the replacement costs of the roof on the property described in attached Exhibit "A" in accordance with the terms contained herein.

NOW THEREFORE, in consideration of the mutual covenants and promises herein contained and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

1. **Recitals.** The above recitals are true, correct and made a part of this Agreement as is fully set forth herein.

2. **Acknowledgment by Edwards.** Edwards declares that the real property described in attached Exhibit "A" shall be held, sold, conveyed, leased, mortgaged and otherwise dealt with subject to the easements, covenants, conditions, restrictions, preservations, liens and charges set forth in the Declaration, all of which are created in the best interest of the owners and residents of said property, and which shall run with said property and be binding upon all owners having and/or acquiring any interest, right, or title in said property, or any portion thereof, and shall inure to the benefit of each and every person, from time to time, owning or holding an interest in said property, or any portion thereof.

3. **Association Roof Contribution.** In consideration for Edwards executing this Acknowledgment Agreement, Melwood will participate in the costs to replace the roof of Phase III (Lot 16) on a fifteen (15) year pro-rata basis, beginning on the date of execution of this Acknowledgment Agreement. For example, ten years after execution of this Acknowledgment Agreement, the roof needs to be replaced and the total replacement cost is \$4,500.00, Melwood will contribute \$3,000.00 to the total replacement cost. After the initial replacement of the roof on Phase III (Lot 16), all roof replacement costs will become a Melwood expense in accordance with the terms of the Declaration for those Lots within Melwood Oaks subject to the terms of the Declaration.


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IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the last date appearing below.

Signed, sealed and delivered in the presence of:


Print Name: CLARENCE TAYLOR

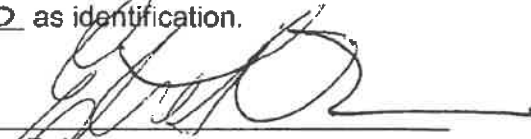

Print Name: ESTRELLA C. WILKINSON

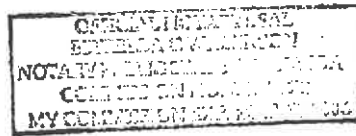
By: 
Melwood Oaks Homeowners Association, Inc. As its: VICE PRESIDENT

STATE OF FLORIDA
COUNTY OF MANATEE

SWORN TO and subscribed before me this 13th day of SEPTEMBER, 2005, by SUSANE SUMNER, as VICE PRESIDENT of the Melwood Oaks Homeowners Association, Inc., who is personally known to me or has produced a valid Florida Driver's License Number S560-798-SI-967-0 as identification.

My Commission Expires:
3/31/06


Notary Public



Signed, sealed and delivered in the presence of:

[Signature]
Print Name: ~~BRAD~~ - THOMAS HABEL

[Signature]
Print Name: Steven Kennerly

By: [Signature]
Roy C Edwards

STATE OF FLORIDA
COUNTY OF MANATEE

SWORN TO and subscribed before me this 9th day of September, 2005, by Roy C. Edwards, who is personally known to me ___ or has produced a valid Florida Driver's License Number E363-723-55-419-0 as identification.

My Commission Expires:

[Signature]
Notary Public



EXHIBIT "A"

Lot 16, Phase III, Melwood Oaks Phases III and IV, according to the plat thereof, recorded in Plat Book 26, Pages 171 through 173 of the Public Records of Manatee County, Florida.

**ACKNOWLEDGMENT AGREEMENT THAT PROPERTY IS SUBJECT TO
MELWOOD OAKS - PHASES I, IIA AND IIB RESTATED DECLARATION OF
RESTRICTIONS**

This Acknowledgment Agreement that Property is Subject to Melwood Oaks - Phases I, IIA, IIB Restated Declaration of Restrictions ("Acknowledgment Agreement") is entered into by and between the Melwood Oaks Homeowners Association, Inc. ("Melwood"), a Florida corporation, not for profit, with an address of 325 - 40th Street Circle West, Palmetto, FL 34221 and David P. Lewis and Barbara P. Lewis ("Lewis"), with an address of 3847 3rd Avenue West, Palmetto, FL 34221, owners of the real property described in Exhibit "A", attached hereto and incorporated herein.

WITNESSETH:

WHEREAS, Melwood is the corporate entity responsible for administering the terms of the Melwood Oaks - Phases I, IIA and IIB Restated Declaration of Restrictions, recorded in ORB 1412, Pages 5225 et seq. of the Public Records of Manatee County, Florida ("Declaration"); and

WHEREAS, over a period of years, disputes have arisen over whether the lots within Melwood Oaks, Phases III and IV, recorded in Plat Book 26, Pages 171 through 173 of the Public Records of Manatee County, Florida are subject to the terms of the Declaration; and

WHEREAS, Lewis acknowledges and affirms that they are the owners of a certain lot within Phase III of Melwood Oaks, more specifically described in Exhibit "A" hereto, and desires to resolve said potential disputes by executing this Acknowledgment; and

WHEREAS, Lewis acknowledges that said lot will benefit by being subject to the terms and conditions of the Declaration in order to preserve a unified community known as Melwood Oaks; and

WHEREAS, in exchange for executing this Acknowledgment, Lewis will receive all of the benefits currently supplied to all association members through Melwood which includes in part, continued use of the private roads which are owned and maintained by Melwood, continued use of the Melwood owned sewer connection system, basic cable TV service, maintenance of lawns, use of the swimming pool, use of the gazebo, use of other common properties, and the agreement by Melwood to contribute to the replacement costs of the roof on the property described in attached Exhibit "A" in accordance with the terms contained herein.

NOW THEREFORE, in consideration of the mutual covenants and promises herein contained and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

1. **Recitals.** The above recitals are true, correct and made a part of this Agreement as is fully set forth herein.
2. **Acknowledgment by Lewis.** Lewis declares that the real property described in attached Exhibit "A" shall be held, sold, conveyed, leased, mortgaged and otherwise dealt with subject to the easements, covenants, conditions, restrictions, preservations, liens and charges set forth in the Declaration, all of which are created in the best interest of the owners and residents of said property, and which shall run with said property and be binding upon all owners having and/or acquiring any interest, right, or title in said property, or any portion thereof, and shall inure to the benefit of each and every person, from time to time, owning or holding an interest in said property, or any portion thereof.
3. **Association Roof Contribution.** In consideration for Lewis executing this Acknowledgment Agreement, Melwood will participate in the costs to replace the roof of Phase III (Lot 11) on a fifteen (15) year pro-rata basis, beginning on the date of execution of this Acknowledgment Agreement. For example, ten years after execution of this Acknowledgment Agreement, the roof needs to be replaced and the total replacement cost is \$4,500.00, Melwood will contribute \$3,000.00 to the total replacement cost. After the initial replacement of the roof on Phase III (Lot 11), all roof replacement costs will become a Melwood expense in accordance with the terms of the Declaration for those Lots within Melwood Oaks subject to the terms of the Declaration.

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IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the last date appearing below.

Signed, sealed and delivered in the presence of:

[Signature]
Print Name: CLARENCE KEMER

By: [Signature]
Melwood Oaks Homeowners Association, Inc. As its: VICE PRESIDENT

[Signature]
Print Name: BARBARA CURTO

STATE OF FLORIDA
COUNTY OF MANATEE

SWORN TO and subscribed before me this 16th day of AUGUST, 2005, by SUSAN E SUMNER as VICE PRESIDENT of the Melwood Oaks Homeowners Association, Inc., who is personally known to me ___ or has produced a valid Florida Driver's License Number S560 79851 9670FL as identification.

My Commission Expires:
3-31-06

[Signature]
Notary Public

OFFICIAL NOTARY SEAL
ESTRELLA C. WILKINSON
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. 1207132
MY COMMISSION EXPIRES MAR. 31, 2006

EXHIBIT "A"

Lot 11, Phase III, Melwood Oaks Phases III and IV, according to the plat thereof, recorded in Plat Book 26, Pages 171 through 173 of the Public Records of Manatee County, Florida.

**ACKNOWLEDGMENT AGREEMENT THAT PROPERTY IS SUBJECT TO
MELWOOD OAKS - PHASES I, IIA AND IIB RESTATED DECLARATION OF
RESTRICTIONS**

This Acknowledgment Agreement that Property is Subject to Melwood Oaks - Phases I, IIA, IIB Restated Declaration of Restrictions ("Acknowledgment Agreement") is entered into by and between the Melwood Oaks Homeowners Association, Inc. ("Melwood"), a Florida corporation, not for profit, with an address of 325 - 40th Street Circle West, Palmetto, FL 34221 and David P. & Barbara P. Lewis ("Lewis"), with an address of 3831 3rd Avenue West, Palmetto, FL 34221, owner of the real property described in Exhibit "A", attached hereto and incorporated herein.

WITNESSETH:

WHEREAS, Melwood is the corporate entity responsible for administering the terms of the Melwood Oaks - Phases I, IIA and IIB Restated Declaration of Restrictions, recorded in ORB 1412, Pages 5225 et seq. of the Public Records of Manatee County, Florida ("Declaration"); and

WHEREAS, over a period of years, disputes have arisen over whether the lots within Melwood Oaks, Phases III and IV, recorded in Plat Book 26, Pages 171 through 173 of the Public Records of Manatee County, Florida are subject to the terms of the Declaration; and

WHEREAS, Lewis acknowledges and affirms that they are the owners of a certain lot within Phase III of Melwood Oaks, more specifically described in Exhibit "A" hereto, and desires to resolve said potential disputes by executing this Acknowledgment; and

WHEREAS, Lewis acknowledges that said lot will benefit by being subject to the terms and conditions of the Declaration in order to preserve a unified community known as Melwood Oaks; and

WHEREAS, in exchange for executing this Acknowledgment, Lewis will receive all of the benefits currently supplied to all association members through Melwood which includes in part, continued use of the private roads which are owned and maintained by Melwood, continued use of the Melwood owned sewer connection system, basic cable TV service, maintenance of lawns, use of the swimming pool, use of the gazebo, use of other common properties, and the agreement by Melwood to contribute to the replacement costs of the roof on the property described in attached Exhibit "A" in accordance with the terms contained herein.

NOW THEREFORE, in consideration of the mutual covenants and promises herein contained and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

1. **Recitals.** The above recitals are true, correct and made a part of this Agreement as is fully set forth herein.

2. **Acknowledgment by Lewis.** Lewis declares that the real property described in attached Exhibit "A" shall be held, sold, conveyed, leased, mortgaged and otherwise dealt with subject to the easements, covenants, conditions, restrictions, preservations, liens and charges set forth in the Declaration, all of which are created in the best interest of the owners and residents of said property, and which shall run with said property and be binding upon all owners having and/or acquiring any interest, right, or title in said property, or any portion thereof, and shall inure to the benefit of each and every person, from time to time, owning or holding an interest in said property, or any portion thereof.

3. **Association Roof Contribution.** In consideration for Lewis executing this Acknowledgment Agreement, Melwood will participate in the costs to replace the roof of Phase III (Lot 14) on a fifteen (15) year pro-rata basis, beginning on the date of execution of this Acknowledgment Agreement. For example, ten years after execution of this Acknowledgment Agreement, the roof needs to be replaced and the total replacement cost is \$4,500.00, Melwood will contribute \$3,000.00 to the total replacement cost. After the initial replacement of the roof on Phase III (Lot 14), all roof replacement costs will become a Melwood expense in accordance with the terms of the Declaration for those Lots within Melwood Oaks subject to the terms of the Declaration.

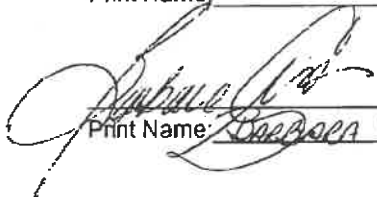
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IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the last date appearing below.

Signed, sealed and delivered in the presence of:


Print Name: CLARENCE FRAYER

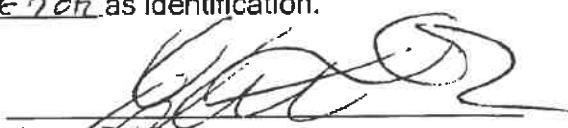
By: Susan E Sumner
Melwood Oaks Homeowners Association,
Inc. As its: VICE PRESIDENT

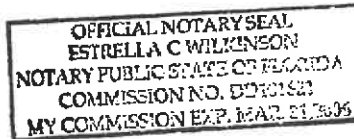

Print Name: BARBARA CURTIS

STATE OF FLORIDA
COUNTY OF MANATEE


SWORN TO and subscribed before me this 16th day of AUGUST, 2005, by SUSAN E SUMNER as VICE PRESIDENT of the Melwood Oaks Homeowners Association, Inc., who is personally known to me ___ or has produced a valid Florida Driver's License Number S560798519E70E as identification.

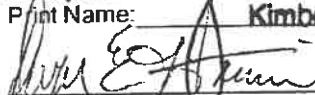
My Commission Expires:
3-31-06


Notary Public



Signed, sealed and delivered in
the presence of:


Print Name: Kimberly L. McCullen


Print Name: Owen E. Harris

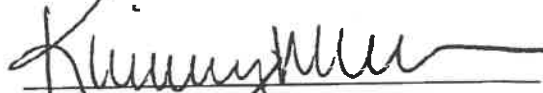
By: David P. Lewis
David P. Lewis

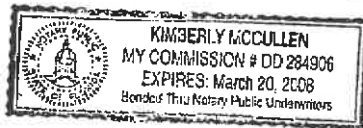
STATE OF FLORIDA
COUNTY OF MANATEE

SWORN TO and subscribed before me this 3 day of August, 2005, by
David P. Lewis, who is personally known to me or has produced a valid Florida Driver's
License Number _____ as identification.

My Commission Expires:

3/20/08


Notary Public



Signed, sealed and delivered in the presence of:

[Signature]
Print Name: Kimberly L. McCullen

[Signature]
Print Name: Clara E. Harris

By: Barbara P. Lewis
Barbara P. Lewis

STATE OF FLORIDA
COUNTY OF MANATEE

SWORN TO and subscribed before me this 3 day of August, 2005, by Barbara P. Lewis, who is personally known to me or has produced a valid Florida Driver's License Number _____ as identification.

My Commission Expires:
3/20/08

[Signature]
Notary Public

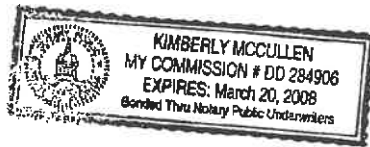


EXHIBIT "A"

Lot 14, Phase III, Melwood Oaks Phases III and IV, according to the plat thereof, recorded in Plat Book 26, Pages 171 through 173 of the Public Records of Manatee County, Florida.

**ACKNOWLEDGMENT AGREEMENT THAT PROPERTY IS SUBJECT TO
MELWOOD OAKS - PHASES I, IIA AND IIB RESTATED DECLARATION OF
RESTRICTIONS**

This Acknowledgment Agreement that Property is Subject to Melwood Oaks - Phases I, IIA, IIB Restated Declaration of Restrictions ("Acknowledgment Agreement") is entered into by and between the Melwood Oaks Homeowners Association, Inc. ("Melwood"), a Florida corporation, not for profit, with an address of 325 - 40th Street Circle West, Palmetto, FL 34221 and Robert N. Simone & Robert J. Simone ("Simone"), with an address of 3851 3rd Avenue West, Palmetto, FL 34221, owners of the real property described in Exhibit "A", attached hereto and incorporated herein.

WITNESSETH:

WHEREAS, Melwood is the corporate entity responsible for administering the terms of the Melwood Oaks - Phases I, IIA and IIB Restated Declaration of Restrictions, recorded in ORB 1412, Pages 5225 et seq. of the Public Records of Manatee County, Florida ("Declaration"); and

WHEREAS, over a period of years, disputes have arisen over whether the lots within Melwood Oaks, Phases III and IV, recorded in Plat Book 26, Pages 171 through 173 of the Public Records of Manatee County, Florida are subject to the terms of the Declaration; and

WHEREAS, Simone acknowledges and affirms that they are the owners of a certain lot within Phase III of Melwood Oaks, more specifically described in Exhibit "A" hereto, and desires to resolve said potential disputes by executing this Acknowledgment; and

WHEREAS, Simone acknowledges that said lot will benefit by being subject to the terms and conditions of the Declaration in order to preserve a unified community known as Melwood Oaks; and

WHEREAS, in exchange for executing this Acknowledgment, Simone will receive all of the benefits currently supplied to all association members through Melwood which includes in part, continued use of the private roads which are owned and maintained by Melwood, continued use of the Melwood owned sewer connection system, basic cable TV service, maintenance of lawns, use of the swimming pool, use of the gazebo, use of other common properties, and the agreement by Melwood to contribute to the replacement costs of the roof on the property described in attached Exhibit "A" in accordance with the terms contained herein.

NOW THEREFORE, in consideration of the mutual covenants and promises herein contained and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties do hereby agree as follows:

1. **Recitals.** The above recitals are true, correct and made a part of this Agreement as is fully set forth herein.
2. **Acknowledgment by Simone.** Simone declares that the real property described in attached Exhibit "A" shall be held, sold, conveyed, leased, mortgaged and otherwise dealt with subject to the easements, covenants, conditions, restrictions, preservations, liens and charges set forth in the Declaration, all of which are created in the best interest of the owners and residents of said property, and which shall run with said property and be binding upon all owners having and/or acquiring any interest, right, or title in said property, or any portion thereof, and shall inure to the benefit of each and every person, from time to time, owning or holding an interest in said property, or any portion thereof.
3. **Association Roof Contribution.** In consideration for Simone executing this Acknowledgment Agreement, Melwood will participate in the costs to replace the roof of Phase III (Lot 10) on a fifteen (15) year pro-rata basis, beginning on the date of execution of this Acknowledgment Agreement. For example, ten years after execution of this Acknowledgment Agreement, the roof needs to be replaced and the total replacement cost is \$4,500.00, Melwood will contribute \$3,000.00 to the total replacement cost. After the initial replacement of the roof on Phase III (Lot 10), all roof replacement costs will become a Melwood expense in accordance with the terms of the Declaration for those Lots within Melwood Oaks subject to the terms of the Declaration.

This Space Left Intentionally Blank

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed as of the last date appearing below.

Signed, sealed and delivered in the presence of:


Print Name: CLARENCE FRAYER

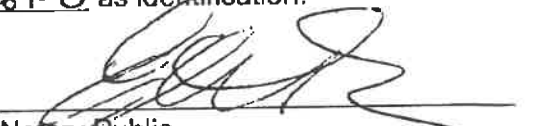

Print Name: CAROLEA WILLIAMSON

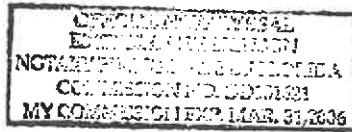
By: Susan E Sumner
Melwood Oaks Homeowners Association, Inc. As its: VICE PRESIDENT

STATE OF FLORIDA
COUNTY OF MANATEE

SWORN TO and subscribed before me this 13th day of SEPTEMBER, 2005, by SUSAN E SUMNER, as VICE PRESIDENT of the Melwood Oaks Homeowners Association, Inc., who is personally known to me or has produced a valid Florida Driver's License Number 5560-798-S1-967-0 as identification.

My Commission Expires:
3/31/06


Notary Public



Signed, sealed and delivered in
the presence of:

Dorrah Pie
Print Name: DORRAH PIE

Margaret Nigro
Print Name: MARGARET NIGRO

By: *Robert J. Simone*
Robert J. Simone

STATE OF FLORIDA
COUNTY OF MANATEE

SWORN TO and subscribed before me this 19 day of August, 2005, by
Robert J. Simone, who is personally known to me or has produced a valid Florida
Driver's License Number S-550-770-61-213-0 as identification.

My Commission Expires:

Mary Beth Lockhart
Notary Public



EXHIBIT "A"

Lot 10, Phase III, Melwood Oaks Phases III and IV, according to the plat thereof, recorded in Plat Book 26, Pages 171 through 173 of the Public Records of Manatee County, Florida.

**ACKNOWLEDGMENT AGREEMENT THAT PROPERTY IS SUBJECT TO
MELWOOD OAKS - PHASES I, IIA AND IIB RESTATED DECLARATION OF
RESTRICTIONS**

This Acknowledgment Agreement That Property Is Subject to Melwood Oaks - Phases I, IIA and IIB Restated Declaration of Restrictions ("Acknowledgment") is executed by David P. Lewis ("Lewis"), with an address of 323 -10th Avenue West #103, Palmetto, FL 34221, owner of the real property described in Exhibit "A", attached hereto and incorporated herein.

WITNESSETH:

WHEREAS, there currently exists the Melwood Oaks - Phases I, IIA, IIB Restated Declaration of Restrictions, recorded in ORB 1412, Pages 5225 et seq. of the Public Records of Manatee County, Florida (the "Declaration"); and

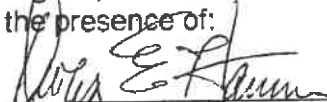
WHEREAS, over a period of years, disputes have arisen over whether the lots within Melwood Oaks, Phases III and IV, recorded in Plat Book 26, Pages 171 through 173 of the Public Records of Manatee County, Florida are subject to the terms of the Declaration; and


WHEREAS, Lewis acknowledges and affirms that he is the owner and developer of certain lots within Phases III and IV of Melwood Oaks, more specifically described in Exhibit "A" hereto, and desires to resolve said potential disputes by executing this Acknowledgment; and

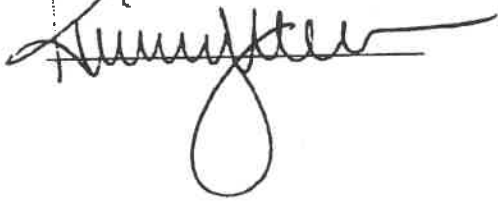
WHEREAS, Lewis acknowledges that said lots will benefit by being subject to the terms and conditions of the Declaration in order to preserve a unified community known as Melwood Oaks.

NOW THEREFORE, Lewis declares that the real property described in attached Exhibit "A" shall be held, sold, conveyed, leased, mortgaged and otherwise dealt with subject to the easements, covenants, conditions, restrictions, preservations, liens and charges set forth in the Declaration, all of which are created in the best interest of the owners and residents of said property, and which shall run with said property and be binding upon all owners having and/or acquiring any interest, right, or title in said property, or any portion thereof, and shall inure to the benefit of each and every person, from time to time, owning or holding an interest in said property, or any portion thereof.

Signed, sealed and delivered in
the presence of:


Print Name: Owen E. Hamlin

By: 
David P. Lewis



Kimberly L. McCullen

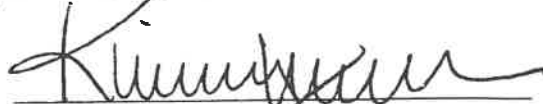
Print Name: _____

STATE OF FLORIDA
COUNTY OF MANATEE

SWORN TO and subscribed before me this 3 day of August, 2005, by
David P. Lewis, who is personally known to me _____ or has produced a valid Florida Driver's
License Number _____ as identification.

My Commission Expires:

3/20/08



Notary Public



EXHIBIT "A"

Lots 1 through 8 of Phase III, Melwood Oaks Subdivision, together with Lots 1 through 16 of Phase IV, Melwood Oaks Subdivision, all according to the Plat for Melwood Oaks, Phases III & IV as per plat thereof, recorded in Plat Book 26, Pages 171 through 173 of the Public Records of Manatee County, Florida, less and except Tract "K" thereof.

This instrument prepared by:
Richard A. Weller, Esq.
Najmy Thompson, P.L.
1401 8th Avenue West
Bradenton, Florida 34205

**CERTIFICATE OF AMENDMENT TO THE RESTATED DECLARATION OF
RESTRICTIONS OF MELWOOD OAKS – PHASES I, IIA AND IIB**

WHEREAS, the Restated Declaration of Restrictions of Melwood Oaks – Phases I, IIA, and IIB (the "DECLARATION") was recorded in Official Record Book 1412, Page 5225, in the Public Records of MANATEE COUNTY, FLORIDA, and

WHEREAS, the owners, as members of the MELWOOD OAKS HOMEOWNERS ASSOCIATION, INC. (the "ASSOCIATION"), have found it necessary to amend the DECLARATION, and

NOW THEREFORE, the members of the ASSOCIATION voted to amend Section the DECLARATION as set forth below:

(Words in strike-through type are deletions from existing text; underlined words are additions.)

1. Article II, Section 14 is amended as follows:

Article II, Section 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. One lease per twelve month period is permitted. Each lease shall contain the agreement of the Tenant to comply with this Declaration and that the failure of the Tenant to do 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~~ VII.

(a) An owner purchasing a Lot after the effective date of this amendment shall be prohibited from leasing the Lot until one (1) year after the deed transferring title to the owner has recorded in the public records. This restriction applies to all owners taking title pursuant to a mortgage foreclosure sale or through deed in lieu of foreclosure, through tax deed, or through any other voluntary or involuntary transfer, except as may otherwise be specifically exempted herein. This one-year waiting period shall not apply to any Lot obtained by the Association through lien foreclosure or through deed in lieu of foreclosure, or to Lots inherited by family members of a deceased owner. This one-year waiting period shall not apply to owners that are active military personnel and who are deployed or otherwise assigned to military service at a location that requires the owner to relocate his or her

residence during this period, and other occupants of the home relocate with the military personnel. Adequate documents of such deployment or reassignment must be presented to the Board of Directors for such exception to apply.

2. The following provision is added to Section VIII of the Declaration:

(a) The Association has the authority to deny a lease for any lawful reason, including but not limited to the failure of an owner to adequately maintain any portion of the property that the owner is required to maintain (including but not limited to the residential structure, paint, landscaping, driveways, fences, gutters and downspouts, and any item that can be viewed from the exterior of the property). In the event that any portion of the property that the owner is responsible for maintaining is in an unacceptable condition and in violation of the maintenance standards enforced by the Board, the property shall not be rented until the property is adequately maintained and the violation is corrected.

[the remainder of Article VIII remains unchanged]

3. Article III, Section 1 of the Declaration is amended as follows:

Article III, Section 1. Maintenance. The Association shall be responsible for (1) maintaining Common Areas of the Subdivision; (2) lawn maintenance on any lot, specifically including fertilizing, lawn mowing, trimming and edging, 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; the Association shall not be responsible for trimming, maintaining or replacing any trees, shrubs, etc., except those in common areas; (3) all exterior painting of trim and all exterior walls, doors, or other surfaces of the homes on the Lots (periodically as determined appropriate by the Board of Directors); (4) roof replacement for usual and customary wear and tear for any building located on any lot which shall be deemed reasonable and necessary by the Board of Directors; loss by storm damage, fire, lightening to be covered under personal homeowner's insurance; (5) maintenance, replacement of fences at owner's cost; fence design subject to Architectural Committee approval. The Board of Directors shall determine when it is necessary to replace the roof after it has reached the end of its expected life, and shall determine when it is necessary to repaint the structures as a common expense. All repairs and other periodic repairs to the roof of the structures associated with normal wear and tear necessary to preserve an acceptable appearance and function (other than total roof replacement as determined necessary by the Board) that are necessary during the useful and expected life of the roof shall be the responsibility of the corresponding owner. All periodic cleaning and painting of the exterior of the structures associated with normal wear and tear necessary to preserve an acceptable appearance required by the Association's owners' maintenance requirements (other than complete repainting as determined necessary by the Board) shall be the responsibility of the corresponding owner.

[the remainder of Article III, Section 1 remains unchanged]

4. Article V, Section 8 of the Declaration is amended as follows:

Article V, Section 8. Subordination of Assessment Lien to Mortgages. The assessment lien provided for herein shall be subordinate to the lien of any first mortgage recorded prior to any lien filed by the Association or as otherwise limited by Chapter 720, Florida Statutes (the "Homeowners' Association Act", as it may be amended from time to time). A sale or transfer

of any lot shall not affect the assessment lien. Regardless of how an owner obtains title, an owner is jointly and severally liable with the previous owner for all unpaid assessments and other monetary amounts owed to the Association that came due up to the time of transfer of title, except as may be specifically limited by the Homeowners' Association Act as it may be amended from time to time. 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.

CERTIFICATE OF AMENDMENT

The undersigned officer of the MELWOOD OAKS HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, hereby certifies that the foregoing amendment to the DECLARATION was approved and adopted by the requisite number of owners in the community. The undersigned further certifies that these amendments were adopted in accordance with the ASSOCIATION's governing documents and applicable law.

IN WITNESS WHEREOF, the undersigned officer of the ASSOCIATION has executed this instrument this 22 day of March, 2016.

MELWOOD OAKS HOMEOWNERS ASSOCIATION, INC.

Witnesses to President's signature

Signed by: Susan S. Barber
Print Name and Title: Susan S. Barber President

Signed: [Signature]
Print Name: Eric R. Ruppberg

Signed: [Signature]
Print Name: Paul Brockert

STATE OF FLORIDA
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this 22nd day of March, 2016, by Susan Barber, as President of the MELWOOD OAKS HOMEOWNERS ASSOCIATION, INC. He/She is personally known to me or has produced _____ as identification.

[Signature]
Notary Public, State of Florida



This document prepared by:
Richard A. Weller, Esquire
Najmy Thompson, P.L.
1401 8th Avenue West
Bradenton, FL 34205

**NOTICE OF PRESERVATION OF DEED RESTRICTIONS
RESTATED DECLARATION OF RESTRICTIONS FOR MELWOOD OAKS
PHASES I, IIA, AND IIB**

MELWOOD OAKS HOMEOWNERS ASSOCIATION, INC. (the "Association"), a Florida not for profit corporation that administers and enforces, pursuant to Chapter 720, *Florida Statutes*, the Restated Declaration of Restrictions for Melwood Oaks Phases I, IIA, and IIB, located in Manatee County, Florida (the "Declaration"), as it is amended from time to time, hereby states by and through its undersigned officers:

1. The Declaration of Restrictions for Melwood Oaks Phase I Subdivision was recorded in Official Record Book 1159, Page 89; and the Declaration of Restrictions for Melwood Oaks Phase IIA Subdivision was recorded in Official Record Book 1242, Page 2873; and the Declaration of Restrictions for Melwood Oaks Phase IIB Subdivision was recorded in Official Record Book 1259, Page 1979; and the Restated Declaration of Restrictions for Melwood Oaks Phases I, IIA, and IIB was recorded in Official Record Book 1412, Page 5225, all in the Public Records of Manatee County, Florida.
2. The Association's post office address is 321 Interstate Boulevard, Sarasota, FL 34240.
3. The properties subject to the above-referenced Restated Declaration as amended from time to time, which is administered by the Association, is all property within: Melwood Oaks Phase I as per plat recorded in Plat Book 23, Page 157; Melwood Oaks Phase IIA as per plat recorded in Plat Book 24, Page 163; and Melwood Oaks Phase IIB as per plat recorded in Plat Book 25, Page 3, all in the Public Records of Manatee County, Florida. Also, Lots 1 through 8, inclusive and Lots 10, 11, 14, and 16 of Melwood Oaks Phase III, and Lots 1 through 16 of Melwood Oaks Phase IV, as per plat recorded in Plat Book 26, Page 171, of the Public Records of Manatee County, Florida. The plats for such property containing the legal descriptions is attached hereto as Exhibit A.
4. The names and addresses of all parcel owners, and the legal descriptions of Lots and Parcels subject to the Declaration, according to the public records of Manatee County at the time hereof, is attached hereto as Exhibit B.
5. Chapter 712, *Florida Statutes*, concerning Marketable Record Titles to Real Property, authorizes the Board of Directors to preserve the covenants and restrictions contained in the Declaration and protect them from extinguishment by the operation of Chapter 712, *Florida Statutes*, by executing and filing in the Public Records a notice of preservation of the restrictions in accordance with Sections 712.05 and 712.06, *Florida Statutes*.
6. The Board of Directors has provided the members of the Association not less than seven (7) days' notice of the Board meeting conducted on August 1, 2017, for consideration of this matter. The Affidavit of Mailing or Hand-Delivering of the Notice and Agenda, executed by a member of the Board, is attached as Exhibit C.
6. At the Board meeting conducted on the date listed above, not less than two-thirds (2/3) of the members of the Board of Directors voted affirmatively to preserve the covenants and

restrictions contained in the Declaration and protect them from extinguishment by the operation of Chapter 712, Florida Statutes. The resolution is attached hereto as Exhibit D.

7. STATEMENT OF MARKETABLE TITLE ACTION

Melwood Oaks Homeowners Association, Inc. (the "Association") has taken action to ensure that the the Declaration of Restrictions for Melwood Oaks Phase I Subdivision as recorded in Official Record Book 1159, Page 89; and the Declaration of Restrictions for Melwood Oaks Phase IIA Subdivision as recorded in Official Record Book 1242, Page 2873; and the Declaration of Restrictions for Melwood Oaks Phase IIB Subdivision as recorded in Official Record Book 1259, Page 1979; and the Restated Declaration of Restrictions for Melwood Oaks Phases I, IIA, and IIB as recorded in Official Record Book 1412, Page 5225, and all amendments thereto, and Lots 1 through 8, inclusive and Lots 10, 11, 14, and 16 of Melwood Oaks Phase III, and Lots 1 through 16 of Melwood Oaks Phase IV, as per plat recorded in Plat Book 26, Page 171, all in the Public Records of Manatee County, Florida, currently burdening the above-referenced property described above and each and every member of the Association, retains its status as the source of marketable title with regard to the transfer of a member's residence. To this end, the Association shall cause the notice required by Chapter 712, Florida Statutes, to be recorded in the Public Records of Manatee County, Florida. Copies of this notice and its attachments are available through the Association pursuant to the Association's governing documents regarding official records of the Association.

IN WITNESS WHEREOF, the undersigned officer of the Association have executed this Notice on this 2 day of August, 2017.

MELWOOD OAKS HOMEOWNERS ASSOCIATION, INC.

Witnesses (2) to President's signature:

President's Signature:

- 1. Signed: [Signature]
Print Name: [Name]
- 2. Signed: [Signature]
Print Name: MARIA MARSHALL

Signed: [Signature]
Print Name: Susan Barker President

STATE OF FLORIDA
COUNTY OF Sarasota

The foregoing instrument was sworn to and acknowledged before me this 2 day of August, 2017, by Susan Barker, as President of Melwood Oaks Homeowners Association, Inc., a Florida not for profit corporation, on behalf of the corporation. He/She is personally known to me or has produced _____ as proof of identification.

Sign: [Signature]
NOTARY PUBLIC
My Commission Expires: _____



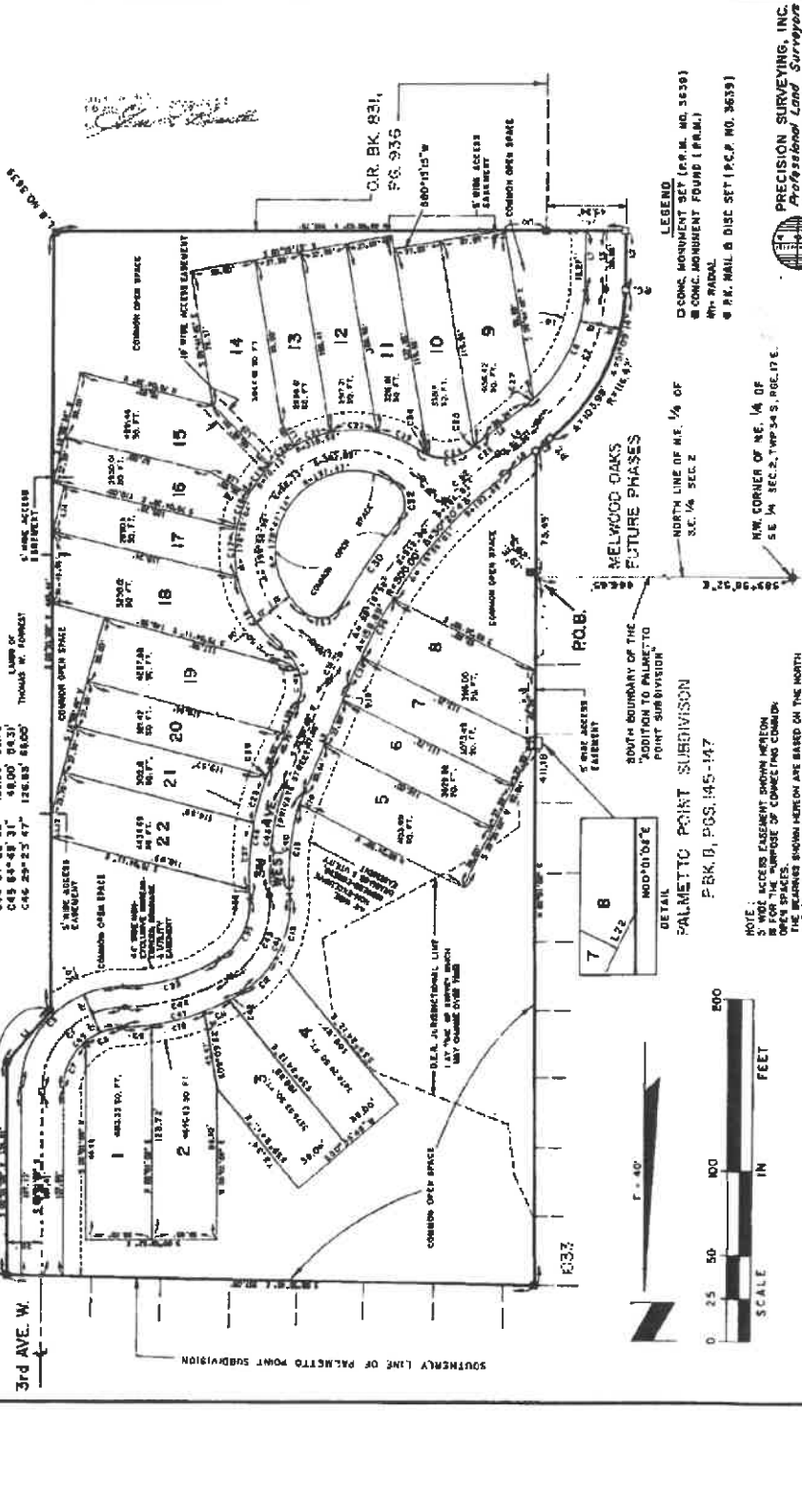
BOOK 23 PAGE 1528
 SHEET 2 OF 2

MELWOOD OAKS PHASE I A CLUSTER SUBDIVISION IN SEC. 2, TWP. 34 S., RGE. 17 E. MANATEE COUNTY, FLORIDA

LINE NO.	BEARINGS	DISTANCE	LINE NO.	BEARINGS	DISTANCE
L1	S40°01'00"W	36.85'	L21	N27°58'48"E	8.18'
L2	S01°46'32"E	10.41'	L22	S25°35'03"W	0.16'
L3	S01°46'32"E	10.41'			
L4	S01°46'32"E	10.41'			
L5	S01°46'32"E	10.41'			
L6	S01°46'32"E	10.41'			
L7	S01°46'32"E	10.41'			
L8	S01°46'32"E	10.41'			
L9	S01°46'32"E	10.41'			
L10	S01°46'32"E	10.41'			
L11	S01°46'32"E	10.41'			
L12	S01°46'32"E	10.41'			
L13	S01°46'32"E	10.41'			
L14	S01°46'32"E	10.41'			
L15	S01°46'32"E	10.41'			
L16	S01°46'32"E	10.41'			
L17	S01°46'32"E	10.41'			
L18	S01°46'32"E	10.41'			
L19	S01°46'32"E	10.41'			
L20	S01°46'32"E	10.41'			

FILED AND RECORDED
 MANATEE COUNTY, FL
 BY: [Signature]

NO.	RADIUS ARC	NO.	RADIUS ARC
C18	11° 09' 36"	C47	31° 25' 28"
C19	11° 09' 36"	C48	28° 23' 31"
C20	11° 09' 36"	C49	28° 23' 31"
C21	11° 09' 36"	C50	28° 23' 31"
C22	11° 09' 36"	C51	28° 23' 31"
C23	11° 09' 36"	C52	28° 23' 31"
C24	11° 09' 36"	C53	28° 23' 31"
C25	11° 09' 36"	C54	28° 23' 31"
C26	11° 09' 36"	C55	28° 23' 31"
C27	11° 09' 36"	C56	28° 23' 31"
C28	11° 09' 36"	C57	28° 23' 31"
C29	11° 09' 36"	C58	28° 23' 31"
C30	11° 09' 36"	C59	28° 23' 31"
C31	11° 09' 36"	C60	28° 23' 31"
C32	11° 09' 36"	C61	28° 23' 31"
C33	11° 09' 36"	C62	28° 23' 31"
C34	11° 09' 36"	C63	28° 23' 31"
C35	11° 09' 36"	C64	28° 23' 31"
C36	11° 09' 36"	C65	28° 23' 31"
C37	11° 09' 36"	C66	28° 23' 31"
C38	11° 09' 36"	C67	28° 23' 31"
C39	11° 09' 36"	C68	28° 23' 31"
C40	11° 09' 36"	C69	28° 23' 31"
C41	11° 09' 36"	C70	28° 23' 31"
C42	11° 09' 36"	C71	28° 23' 31"
C43	11° 09' 36"	C72	28° 23' 31"
C44	11° 09' 36"	C73	28° 23' 31"
C45	11° 09' 36"	C74	28° 23' 31"
C46	11° 09' 36"	C75	28° 23' 31"



LEGEND
 ○ CONC. MONUMENT SET (P.C.P. NO. 3639)
 ○ CONC. MONUMENT FOUND (P.A.M.)
 ○ W. RADIAL
 ○ P.K. MAIL & DISC SET (P.C.P. NO. 3639)

NOTE: ALL CORNERS AND POINTS HEREON ARE BASED ON THE NORTH LINE OF SEC. 16 OF T. 34 S. OF R. 17 E.
 THE RECORDED SHOW HEREON ARE BASED ON THE NORTH LINE OF SEC. 16 OF T. 34 S. OF R. 17 E.

NOTE: ALL CORNERS AND POINTS HEREON ARE BASED ON THE NORTH LINE OF SEC. 16 OF T. 34 S. OF R. 17 E.
 THE RECORDED SHOW HEREON ARE BASED ON THE NORTH LINE OF SEC. 16 OF T. 34 S. OF R. 17 E.

NOTE: ALL CORNERS AND POINTS HEREON ARE BASED ON THE NORTH LINE OF SEC. 16 OF T. 34 S. OF R. 17 E.
 THE RECORDED SHOW HEREON ARE BASED ON THE NORTH LINE OF SEC. 16 OF T. 34 S. OF R. 17 E.

NOTE: ALL CORNERS AND POINTS HEREON ARE BASED ON THE NORTH LINE OF SEC. 16 OF T. 34 S. OF R. 17 E.
 THE RECORDED SHOW HEREON ARE BASED ON THE NORTH LINE OF SEC. 16 OF T. 34 S. OF R. 17 E.

PRECISION SURVEYING, INC.
 Professional Land Surveyors
 1100 W. WASHINGTON, SUITE 100, TAMPA, FLORIDA 33606-2900
 C13 - C14, 15

PLAT BOOK 25 PAGE 4
 SHEET 2 OF 2

MELWOOD OAKS PHASE II B

A SUBDIVISION IN
 SEC. 2, TWP. 34 S., RGE. 17 E.
 MANATEE COUNTY, FLORIDA

RESERVATION OF EASEMENTS

THERE ARE HEREBY EXTREMELY RESERVED, EASEMENTS OF 5 FEET ALONG THE REAR LINES OF ALL LOTS DIMENSIONS OF 3 FEET ON EACH SIDE LOT LINE FOR THE SAME PURPOSE, BUT LIMITED TO ONE SIDE BY ANY ONE LOT NUMBER DURING THE EXISTENCE, MAINTENANCE OR ROAD BLDG. AND THE SMALL CARRY ROAD EASEMENTS. THESE ARE ALSO RESERVED EASEMENTS OF 5 FEET ON ALL EASEMENTS SHOWN ON THIS PLAT ARE HEREBY RESERVED IN PRIORITY FOR THE PURPOSES NOTED. RESERVATIONS ARE MADE ADDITIONAL RESTRICTIONS THAT ARE NOT RECORDED ON THIS PLAT AND THAT MAY BE FOUND IN THE PUBLIC RECORDS OF THIS COUNTY.

LEGEND

- CONCRETE EMBANKMENT ROAD OR MET
- P.C.A. - PERMANENT CONTROL POINT
- MANDAL
- ROAD
- CENTERLINE

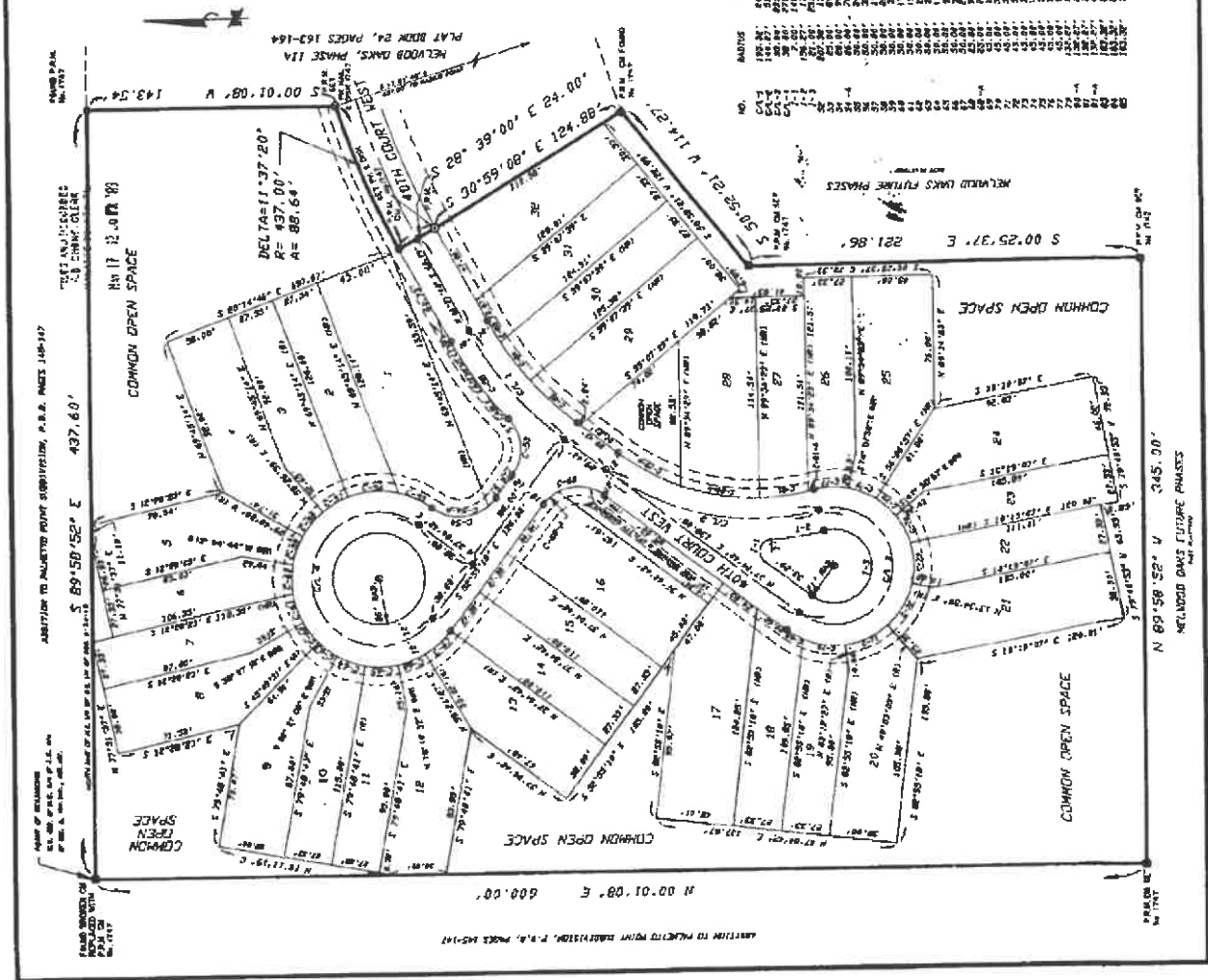


LOT AREAS

LOT	AREA
1	1,200
2	1,200
3	1,200
4	1,200
5	1,200
6	1,200
7	1,200
8	1,200
9	1,200
10	1,200
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16	1,200
17	1,200
18	1,200
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21	1,200
22	1,200
23	1,200
24	1,200
25	1,200
26	1,200
27	1,200
28	1,200
29	1,200
30	1,200

CURVE TABLE

NO.	ADIUS	DELTA	ARC	QUANTITY	CHORDS ACROSS
1	100.00	11.3720	19.7391	1	19.7391
2	100.00	11.3720	19.7391	1	19.7391
3	100.00	11.3720	19.7391	1	19.7391
4	100.00	11.3720	19.7391	1	19.7391
5	100.00	11.3720	19.7391	1	19.7391
6	100.00	11.3720	19.7391	1	19.7391
7	100.00	11.3720	19.7391	1	19.7391
8	100.00	11.3720	19.7391	1	19.7391
9	100.00	11.3720	19.7391	1	19.7391
10	100.00	11.3720	19.7391	1	19.7391
11	100.00	11.3720	19.7391	1	19.7391
12	100.00	11.3720	19.7391	1	19.7391
13	100.00	11.3720	19.7391	1	19.7391
14	100.00	11.3720	19.7391	1	19.7391
15	100.00	11.3720	19.7391	1	19.7391
16	100.00	11.3720	19.7391	1	19.7391
17	100.00	11.3720	19.7391	1	19.7391
18	100.00	11.3720	19.7391	1	19.7391
19	100.00	11.3720	19.7391	1	19.7391
20	100.00	11.3720	19.7391	1	19.7391
21	100.00	11.3720	19.7391	1	19.7391
22	100.00	11.3720	19.7391	1	19.7391
23	100.00	11.3720	19.7391	1	19.7391
24	100.00	11.3720	19.7391	1	19.7391
25	100.00	11.3720	19.7391	1	19.7391
26	100.00	11.3720	19.7391	1	19.7391
27	100.00	11.3720	19.7391	1	19.7391
28	100.00	11.3720	19.7391	1	19.7391
29	100.00	11.3720	19.7391	1	19.7391
30	100.00	11.3720	19.7391	1	19.7391

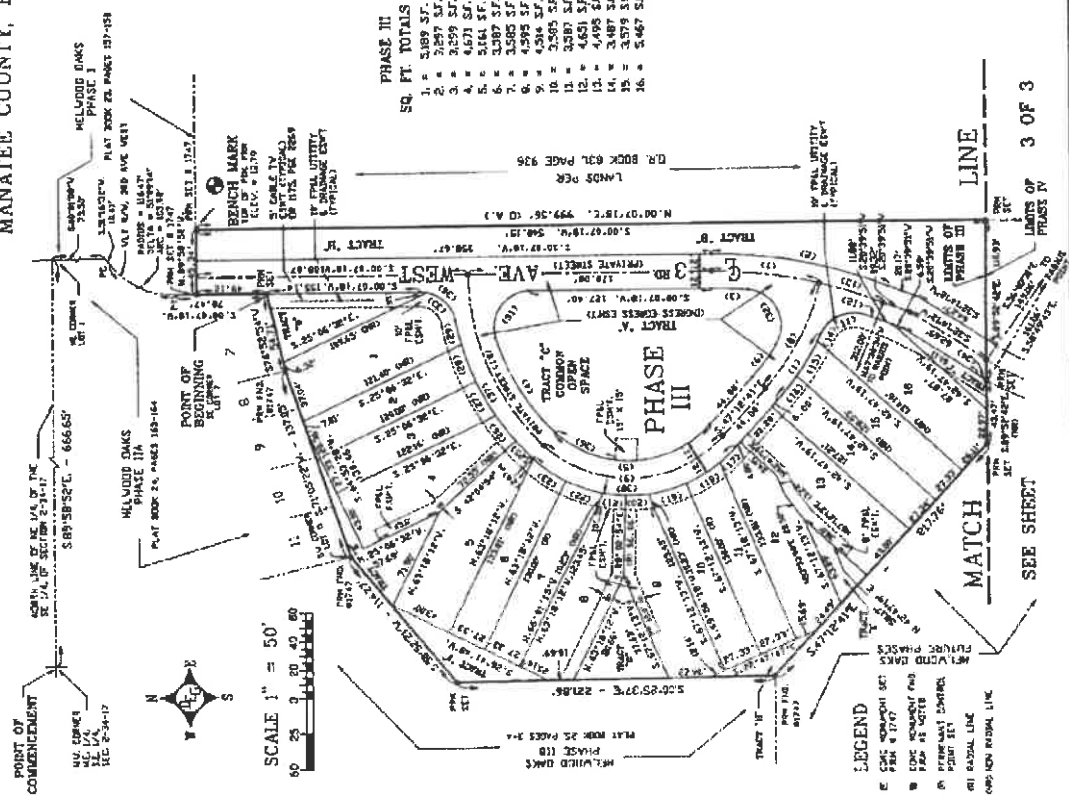


DARRELL E. GERKEN
 PROFESSIONAL LAND SURVEYOR
 STATE OF FLORIDA
 LICENSE NO. 10000

PLAT BOOK 26 PAGE 172
 SHEET 2 OF 3 SHEETS

MELWOOD OAKS PHASES III & IV

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



CURVE TABLE

NO	RADIUS	DELTA	ARC	TANGENT	CHORD	CHORD BEARING
1	174.00'	17.57°51'	54.55'	27.50'	54.33'	S. 56°11'26"E.
2	324.00'	22.19°08'	125.90'	63.77'	125.14'	N. 11°15'25"E.
3	306.00'	25.51°12'	121.46'	62.46'	121.46'	S. 57°50'42"W.
4	150.00'	50.00°10'	119.39'	76.01'	107.46'	S. 02°12'41"E.
5	150.00'	10.44°39'	26.14'	14.31'	26.14'	S. 55°35'10"E.
6	162.00'	13°53'40"	75.64'	38.05'	72.46'	N. 07°04'08"E.
7	162.00'	29°23'01"	82.08'	42.46'	82.17'	S. 61°54'11"E.
8	162.00'	30°00'00"	136.23'	88.00'	124.45'	S. 02°12'41"E.
9	162.00'	47°19'59"	133.83'	71.00'	130.06'	S. 66°27'19"W.
10	162.00'	86°11'03"	37.68'	23.39'	34.16'	N. 82°05'00"E.
11	200.00'	01°22'33"	7.24'	3.62'	7.24'	N. 82°12'02"E.
12	200.00'	01°22'33"	7.24'	3.62'	7.24'	N. 82°12'02"E.
13	212.00'	01°22'33"	7.24'	3.62'	7.24'	N. 82°12'02"E.
14	174.00'	05°11'54"	5.23'	2.61'	5.23'	S. 64°18'54"E.
15	174.00'	05°11'54"	5.23'	2.61'	5.23'	S. 64°18'54"E.
16	174.00'	07°09'41"	21.35'	10.71'	21.38'	S. 59°51'19"E.
17	160.00'	09°37'10"	14.93'	7.49'	14.92'	S. 55°44'01"E.
18	160.00'	15°51'39"	27.68'	13.93'	27.59'	S. 42°34'08"E.
19	100.00'	15°34'18"	27.18'	13.67'	27.09'	S. 30°43'34"E.
20	100.00'	09°10'39"	16.02'	8.03'	16.08'	S. 02°28'14"E.
21	100.00'	15°34'18"	27.18'	13.67'	27.09'	S. 30°43'34"E.
22	100.00'	15°34'18"	27.18'	13.67'	27.09'	S. 30°43'34"E.
23	100.00'	15°34'18"	27.18'	13.67'	27.09'	S. 30°43'34"E.
24	100.00'	15°34'18"	27.18'	13.67'	27.09'	S. 30°43'34"E.
25	100.00'	15°34'18"	27.18'	13.67'	27.09'	S. 30°43'34"E.
26	174.00'	05°11'54"	5.23'	2.61'	5.23'	S. 64°18'54"E.
27	174.00'	05°11'54"	5.23'	2.61'	5.23'	S. 64°18'54"E.
28	174.00'	05°11'54"	5.23'	2.61'	5.23'	S. 64°18'54"E.
29	174.00'	05°11'54"	5.23'	2.61'	5.23'	S. 64°18'54"E.
30	174.00'	05°11'54"	5.23'	2.61'	5.23'	S. 64°18'54"E.
31	25.00'	107°13'02"	46.78'	33.96'	41.25'	N. 53°29'13"W.
32	25.00'	117°02'48"	51.07'	40.93'	56.64'	N. 83°44'18"W.
33	25.00'	05°05'13"	7.92'	3.96'	7.92'	S. 32°34'53"W.
34	25.00'	05°05'13"	7.92'	3.96'	7.92'	S. 32°34'53"W.
35	25.00'	05°05'13"	7.92'	3.96'	7.92'	S. 32°34'53"W.
36	174.00'	36°09'24"	47.35'	24.81'	47.17'	N. 24°42'34"E.
37	174.00'	36°09'24"	47.35'	24.81'	47.17'	N. 24°42'34"E.
38	100.00'	90°00'00"	157.08'	100.00'	141.42'	S. 62°18'41"E.

**PHASE III
 SQ. FT. TOTALS +/-**

1. 5,189 SF.
2. 3,297 SF.
3. 3,297 SF.
4. 4,671 SF.
5. 5,161 SF.
6. 3,585 SF.
7. 3,585 SF.
8. 4,995 SF.
9. 3,297 SF.
10. 3,297 SF.
11. 4,451 SF.
12. 4,451 SF.
13. 4,498 SF.
14. 3,487 SF.
15. 3,487 SF.
16. 5,467 SF.

NOTES:
 1. TRACTS B, C, D, E, F, G, H, I, J, K, L ARE COMMON OPEN SPACE
 2. ALL TRACTS ARE OWNED, MAINTAINED AND OPERATED BY THE
 MELWOOD OAKS HOMEOWNERS ASSOCIATION, INC.

DARRELL F. GERKEN
 PROFESSIONAL LAND SURVEYOR
 STATE LICENSE NO. 12803
 0011 888-444



SCALE 1" = 50'
 0 20 40 60
 0 10 20 30 40 50

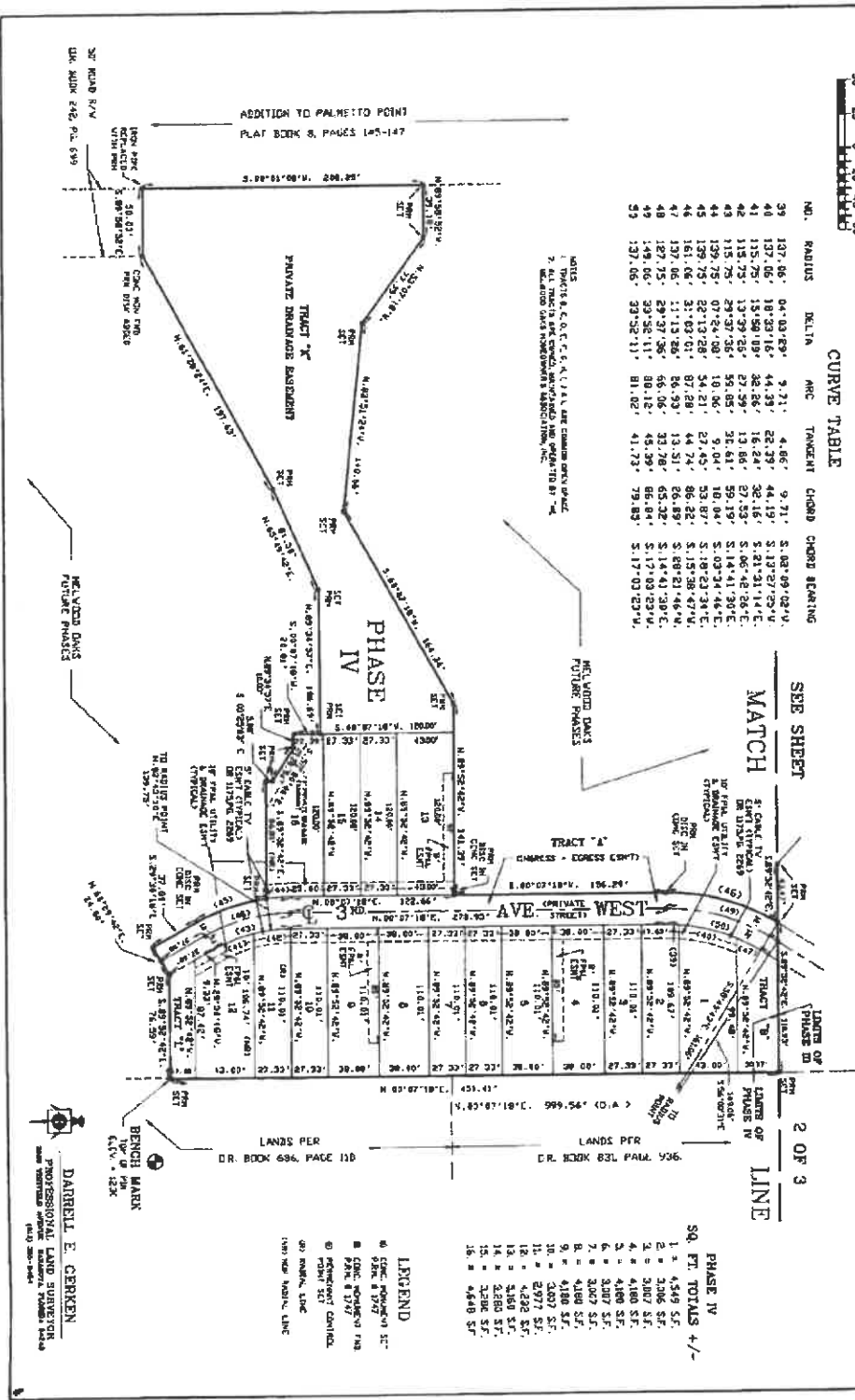
MELWOOD OAKS
 PHASES III & IV
 A SUBDIVISION IN SECTION 2, TOWNSHIP 34 SOUTH, RANGE 17 EAST,
 MANATEE COUNTY, FLORIDA

CURVE TABLE

NO.	RADIUS	DELTA	ARC	TANGENT	CHORD	CHORD BEARING
39	137.06	04°03'29"	9.71'	4.86'	9.71'	S.03°09'02"W
40	137.06	18°33'16"	44.39'	22.39'	44.19'	S.12°27'29"W
41	115.75	15°50'09"	28.86'	16.24'	32.16'	S.21°31'14"E
42	115.75	13°29'25"	27.29'	13.86'	27.53'	S.06°41'56"E
43	115.75	29°34'06"	58.05'	29.04'	58.04'	S.03°34'44"E
44	129.75	22°13'28"	54.21'	27.45'	53.87'	S.18°23'34"E
45	161.06'	31°03'01"	87.89'	44.74'	86.82'	S.15°38'47"W
46	137.06'	11°13'58"	33.78'	13.51'	33.78'	S.68°21'46"W
47	137.06'	29°37'56"	68.06'	33.78'	65.32'	S.14°41'38"E
48	149.06'	39°58'11"	88.12'	45.39'	86.84'	S.17°03'29"W
49	137.06'	39°52'11"	81.02'	41.73'	79.89'	S.17°03'29"W

SEE SHEET

MATCH



PHASE IV
 SQ. FT. TOTALS +/-

1. 4,549 S.F.
2. 3,207 S.F.
3. 4,180 S.F.
4. 4,180 S.F.
5. 3,207 S.F.
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12. 4,549 S.F.
13. 3,207 S.F.
14. 3,207 S.F.
15. 3,207 S.F.
16. 4,549 S.F.

LEGEND

- ① CONC. PAVED ST.
- ② CONC. DRIVEWAY
- ③ CONC. DRIVEWAY
- ④ CONC. DRIVEWAY
- ⑤ CONC. DRIVEWAY
- ⑥ CONC. DRIVEWAY
- ⑦ CONC. DRIVEWAY
- ⑧ CONC. DRIVEWAY
- ⑨ CONC. DRIVEWAY
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DARRELL E. GERKEN
 PROFESSIONAL LAND SURVEYOR
 MANATEE COUNTY, FLORIDA
 LICENSE NO. 1224

PAID AND RECEIVED
 R. R. BARKER, CLERK
 MANATEE COUNTY, FLA.
 MAY 15, 1992 @ 5:49 pm

408 40TH LLC	408 40TH CT W	PALMETTO	LOT 2 MELWOOD OAKS PHASE IIB SUB	2380711958
ALBRITTON, MARGARET V			PI#23807.1195/8	
ALBRITTON, STEVEN G	447 40TH CT W	PALMETTO	LOT 23 MELWOOD OAKS PHASE IIB SUB	2380713004
ALBRITTON, BRIAN K			PI#23807.1300/4	
BALLENTINE, DIANE MARIE	3923 3RD AVE W	PALMETTO	LOT 8 MELWOOD OAKS PHASE III	2380713954
			PI#23807.1395/4	
BARKER, SUSAN	418 40TH CT W	PALMETTO	LOT 6 MELWOOD OAKS PHASE IIB SUB	2380712154
			PI#23807.1215/4	
BEACH, KAREN J	4127 3RD AVE W	PALMETTO	LOT 2 LESS THE E 4.30 FT, MELWOOD OAKS PHASE I	2380710158
			LOT 12 MELWOOD OAKS PHASE IV	
BECKNELL, VIRGINIA S	3704 3RD AVE W	PALMETTO	PI#23807.1495/2	2380714952
			LOT 6 MELWOOD OAKS PHASE IIA	
BECKWITH, TRACI	328 40TH CT W	PALMETTO	PI#23807.1150/3	2380711503
			LOT 19 MELWOOD OAKS PHASE IIB SUB	
BLASTIC, LEWIS T III	452 40TH CT W	PALMETTO	PI#23807.1280/8	2380712808
BOVEE, BARBARA J	427 40TH CT W	PALMETTO	LOT 27 MELWOOD OAKS PHASE IIB SUB	2380713202
			LOT 5 MELWOOD OAKS PHASE III	
BOWLIN, GWENDOLYN A	3935 3RD AVE W	PALMETTO	PI#23807.1380/6	2380713806
			LOT 15 MELWOOD OAKS PHASE IIB SUB	
BRADY, SCOTT T	440 40TH CT W	PALMETTO	PI#23807.1260/0	2380712600
BRADY, GLORIA C			LOT 10 MELWOOD OAKS PHASE IV	
BRZOSKA, DENNIS J	3712 3RD AVE W	PALMETTO	PI#23807.1485/3	2380714853
BRZOSKA, GERALD J			LOT 21 MELWOOD OAKS PHASE IIB SUB	
	455 40TH CT W	PALMETTO	PI#23807.1290/7	2380712907
			LOT 13 MELWOOD OAKS PHASE I	
BURNS, WILLIAM L	318 40TH STREET CIR W	PALMETTO	PI#23807.1070/3	2380710703
			LOT 12 MELWOOD OAKS PHASE IIB SUB	
AVERSA, CAROLINE T	432 40TH CT W	PALMETTO	PI#23807.1245/1	2380712451
			LOT 20 MELWOOD OAKS PHASE IIB SUB	
BURTON, JUDY A	456 40TH CT W	PALMETTO	PI#23807.1285/7	2380712857
			LOT 17, MELWOOD OAKS, PHASE I, LESS:	
CHAPMAN, PATRICIA M	334 40TH STREET CIR W	PALMETTO	COM AT THE SW COR OF	2380710901
			LOT 6 MELWOOD OAKS PHASE I	
COLLINS, MICHELLE T	4107 3RD AVE W	PALMETTO	PI#23807.1035/6	2380710356

EXHIBIT B

CORBIN, RICHARD HARRY	4123 3RD AVE W	PALMETTO	LOT 3 MELWOOD OAKS PHASE I	2380710208
CORBIN, JUDY ANN	4123 3RD AVE W	PALMETTO	PI#23807.1020/8	
CRAVEN, CHERYL A	311 40TH CT W	PALMETTO	LOT 7 MELWOOD OAKS PHASE IIA	2380711552
	311 40TH CT W	PALMETTO	PI#23807.1155/2	
CROSS, NANCY R	327 40TH CT W	PALMETTO	LOT 10 MELWOOD OAKS PHASE IIA	2380711701
	327 40TH CT W	PALMETTO	PI#23807.1170/1	
CRUTCHFIELD, CHARLES RAY	304 40TH CT W	PALMETTO	LOT 1 MELWOOD OAKS PHASE IIA	2380711255
	304 40TH CT W	PALMETTO	PI#23807.1125/5	
DAVIS, MARCIA RUSS	3715 3RD AVE W	PALMETTO	LOT 15 MELWOOD OAKS PHASE IV	2380715108
DOUGLAS, CARINA D	3715 3RD AVE W	PALMETTO	PI#23807.1510/8	
DOUGLAS, TROY L	416 40TH CT W	PALMETTO	LOT 5 MELWOOD OAKS PHASE IIB SUB	2380712105
	416 40TH CT W	PALMETTO	PI#23807.1210/5	
DPL DEVELOPMENT INC	NO ASSIGNED ADDRESS	PALMETTO	TRACT A" (PRIVATE ST-3RD AVE W)	2380715219
	NO ASSIGNED ADDRESS	PALMETTO	MELWOOD OAKS PHASE III"	
	NO ASSIGNED ADDRESS	PALMETTO	TRACT A" (PRIVATE ST-3RD AVE W)	2380715239
	NO ASSIGNED ADDRESS	PALMETTO	MELWOOD OAKS PHASE IV"	
	NO ASSIGNED ADDRESS	PALMETTO	TRACT B" (COMMON OPEN SPACE)	2380715269
	NO ASSIGNED ADDRESS	PALMETTO	MELWOOD OAKS PHASE III"	
	NO ASSIGNED ADDRESS	PALMETTO	TRACT B" (COMMON OPEN SPACE)	2380715289
	NO ASSIGNED ADDRESS	PALMETTO	MELWOOD OAKS PHASE IV"	
	NO ASSIGNED ADDRESS	PALMETTO	TRACT C" (COMMON OPEN SPACE)	2380715306
	NO ASSIGNED ADDRESS	PALMETTO	MELWOOD OAKS PHASES III"	
	NO ASSIGNED ADDRESS	PALMETTO	TRACT D" (COMMON OPEN SPACE)	2380715355
	NO ASSIGNED ADDRESS	PALMETTO	MELWOOD OAKS PHASE III"	
	NO ASSIGNED ADDRESS	PALMETTO	TRACT E" (COMMON OPEN SPACE)	2380715405
	NO ASSIGNED ADDRESS	PALMETTO	MELWOOD OAKS PHASE III"	
	NO ASSIGNED ADDRESS	PALMETTO	TRACT F" (COMMON OPEN SPACE)	2380715454
	NO ASSIGNED ADDRESS	PALMETTO	MELWOOD OAKS PHASE III"	
	NO ASSIGNED ADDRESS	PALMETTO	TRACT G" (COMMON OPEN SPACE)	2380715504
	NO ASSIGNED ADDRESS	PALMETTO	MELWOOD OAKS PHASE III"	
	NO ASSIGNED ADDRESS	PALMETTO	TRACT H" (COMMON OPEN SPACE)	2380715553
	NO ASSIGNED ADDRESS	PALMETTO	MELWOOD OAKS PHASE III"	
	NO ASSIGNED ADDRESS	PALMETTO	TRACT I" (COMMON OPEN SPACE)	2380715603
	NO ASSIGNED ADDRESS	PALMETTO	MELWOOD OAKS PHASE III"	
	NO ASSIGNED ADDRESS	PALMETTO	TRACT J" (COMMON OPEN SPACE)	2380715652
	NO ASSIGNED ADDRESS	PALMETTO	MELWOOD OAKS PHASE III"	

	NO ASSIGNED ADDRESS	PALMETTO	TRACT I" (COMMON OPEN SPACE)	
DRAKOPOULOS, GEORGIA	3931 3RD AVE W	PALMETTO	MELWOOD OAKS PHASE IV"	2380715751
			LOT 6 MELWOOD OAKS PHASE III	
			PI#23807.1385/5	2380713855
DUNNING, VICKI F	4103 3RD AVE W	PALMETTO	LOT 8 MELWOOD OAKS PHASE I	
			PI#23807.1045/5	2380710455
			LOT 13 MELWOOD OAKS PHASE IV	
EDWARDS, LAURIE A	3723 3RD AVE W	PALMETTO	PI#23807.1500/9	2380715009
			LOT 7 MELWOOD OAKS PHASE IV	
FAULKNER, SHARON L	3728 3RD AVE W	PALMETTO	PI#23807.1470/5	2380714705
			LOT 11 MELWOOD OAKS PHASE III	
FLETCHER, JOHN R	3847 3RD AVE W	PALMETTO	PI#23807.1410/1	2380714101
FOX, THOMAS S II	3927 3RD AVE W	PALMETTO	LOT 7 MELWOOD OAKS PHASE III	
DAVIS, JACQUELYN			PI#23807.1390/5	2380713905
			LOT 17 MELWOOD OAKS PHASE IIB SUB	
FRANCO, ANDREA M	444 40TH CT W	PALMETTO	PI#23807.1270/9	2380712709
GARBUTT, DANA J			LOT 14 MELWOOD OAKS PHASE I	
GARBUTT, ERIN E	322 40TH STREET CIR W	PALMETTO	PI#23807.1075/2	2380710752
GEDEON, ALAN R			LOT 7 MELWOOD OAKS PHASE I	
GEDEON, MARIA SILVIA	4105 3RD AVE W	PALMETTO	PI#23807.1040/6	2380710406
			LOT 2 MELWOOD OAKS PHASE IIA	
GILSON, JENNIFER	308 40TH CT W	PALMETTO	PI#23807.1130/5	2380711305
			LOT 18 MELWOOD OAKS PHASE IIB SUB	
GLADDEN, CHARRIEDA E	448 40TH CT W	PALMETTO	PI#23807.1275/8	2380712758
			LOT 11 MELWOOD OAKS PHASE IV	
GOODELL, MAURICE H III	3708 3RD AVE W	PALMETTO	PI#23807.1490/3	2380714903
			LOT 4 MELWOOD OAKS PHASE III	
GOULD, FRED R II	3943 3RD AVE W	PALMETTO	PI#23807.1375/6	2380713756
GOULD, LINDA H			LOT 5 MELWOOD OAKS PHASE I	
GREGORY, JANICE	4111 3RD AVE W	PALMETTO	PI#23807.1030/7	2380710307
PALANGE, TIMOTHY			LOT 8 MELWOOD OAKS PHASE IIA	
HECKE, KAREN J	315 40TH CT W	PALMETTO	PI#23807.1160/2	2380711602
			LOT 9 MELWOOD OAKS PHASE IV	
HESPENHEIDE, RICKY C SR	3716 3RD AVE W	PALMETTO	PI#23807.1480/4	2380714804
HESPENHEIDE, JUDITH A			LOT 7 MELWOOD OAKS PHASE IIB SUB	
HIGGINS, JULIA RAINEY				
HIGGINS, JEFFREY O	420 40TH CT W	PALMETTO	PI#23807.1220/4	2380712204

IRVIN, BEATRIZ C	4104 3RD AVE W	PALMETTO	LOT 19, MELWOOD OAKS, PHASE I; ALSO THAT PART OF LOT 20 DESC	2380711008
JAEGER, RONALD P	415 40TH CT W	PALMETTO	LOT 29 MELWOOD OAKS PHASE IIB SUB PI#23807.1330/1	2380713301
JAEGER, VERNA A			LOT 24 MELWOOD OAKS PHASE IIB SUB PI#23807.1305/3	2380713053
JAROS-LAGAN, BEVERLEY J	443 40TH CT W	PALMETTO	LOT 25 MELWOOD OAKS PHASE IIB SUB, SUBJ TO EASMT FOR INGRESS	2380713103
KAYEL, JAMES J REV TRUST U/A/D 12-14-05	435 40TH CT W	PALMETTO	LOT 12 MELWOOD OAKS PHASE I PI#23807.1065/3	2380710653
KELLY, CHRISTINA M	314 40TH STREET CIR W	PALMETTO	LOT 1 MELWOOD OAKS PHASE III	2380713608
KUEHN, MARILEEK KUEHN, TRACEY L	3955 3RD AVE W	PALMETTO	PI#23807.1360/8	2380711453
DUNGAN, JUSTINE D			LOT 5 MELWOOD OAKS PHASE IIIA PI#23807.1145/3	
LAATSCH, SUZANNE E	324 40TH CT W	PALMETTO	LOT 20, PHASE I, MELWOOD OAKS A CLUSTER SUB, TOGETHER WITH:	2380711057
LAPERIERE, LARI J	4108 3RD AVE W	PALMETTO	LOT 10 MELWOOD OAKS PHASE III PI#23807.1405/1	2380714051
LAWRENCE, JOHN D REV LIV TRUST DTD 10/7/1	3851 3RD AVE W	PALMETTO	LOT 22 MELWOOD OAKS PHASE IIB SUB PI#23807.1295/6	2380712956
LELAND, SALLY J	451 40TH CT W	PALMETTO	LOT 16, TOGETHER WITH: COM AT THE NW COR OF SD LOT 16; TH S	2380710851
LEWETAG, MICHAEL J	330 40TH STREET CIR W	PALMETTO	LOT 4 MELWOOD OAKS PHASE IIB SUB PI#23807.1205/5	2380712055
LEWIS, PATRICIA A	412 40TH CT W	PALMETTO	LOT 28 MELWOOD OAKS PHASE IIB SUB PI#23807.1325/1	2380713251
LINZY, LAWRENCE COV	423 40TH CT W	PALMETTO	LOT 18, MELWOOD OAKS PHASE I; LESS: COM AT THE SW COR OF SD	2380710950
MAHON, JOHN F	338 40TH STREET CIR W	PALMETTO	LOT 1 MELWOOD OAKS PHASE IV PI#23807.1440/8	2380714408
MAVA REDEVELOPMENT LLC	3816 3RD AVE W	PALMETTO	LOT 3 MELWOOD OAKS PHASE IV PI#23807.1450/7	2380714507
	3808 3RD AVE W	PALMETTO	LOT 4 MELWOOD OAKS PHASE IV PI#23807.1455/6	2380714556
	3804 3RD AVE W	PALMETTO		

MAYS, PHYLLIS	3736 3RD AVE W	PALMETTO	LOT 5 MELWOOD OAKS PHASE IV PI#23807.1460/6	2380714606
MCKINLEY, LESLIE W	3732 3RD AVE W	PALMETTO	LOT 6 MELWOOD OAKS PHASE IV PI#23807.1465/5	2380714655
MCLEOD, CHARLES W	3724 3RD AVE W	PALMETTO	LOT 8 MELWOOD OAKS PHASE IV PI#23807.1475/4	2380714754
MELWOOD OAKS HOMEOWNERS ASSOCIATION INC	306 40TH STREET CIR W	PALMETTO	LOT 10 MELWOOD OAKS PHASE I PI#23807.1055/4	2380710554
MELWOOD OAKS	326 40TH STREET CIR W	PALMETTO	LOT 15, TOGETHER WITH: COM AT THE NW COR OF SD LOT 15, TH S	2380710802
MELWOOD OAKS	3823 3RD AVE W	PALMETTO	LOT 16 MELWOOD OAKS PHASE III PI#23807.1435/8	2380714358
MELWOOD OAKS	NO ASSIGNED ADDRESS	PALMETTO	COMMON AREA & STREETS MELWOOD OAKS PHASE I SUB	2380711199
MELWOOD OAKS	NO ASSIGNED ADDRESS	PALMETTO	STREET LYING WITHIN MELWOOD OAKS PHASE IIA SUB, MORE	2380711800
MELWOOD OAKS	NO ASSIGNED ADDRESS	PALMETTO	COMMON AREA AND STREETS, MELWOOD OAKS PHASE IIB SUB	2380713509
MERSEL, BRUCE W	NO ASSIGNED ADDRESS	PALMETTO	LOT 14 MELWOOD OAKS PHASE IIB SUB PI#23807.1255/0	2380712550
MERSEL, BRUCE W TRUST DTD 3/29/12	438 40TH CT W	PALMETTO	LOT 10 MELWOOD OAKS PHASE IIB SUB PI#23807.1235/2	2380712352
MERRILL, JACK K JR	428 40TH CT W	PALMETTO	LOT 11 MELWOOD OAKS PHASE IIB SUB PI#23807.1240/2	2380712402
MERRILL, MICHELE M	430 40TH CT W	PALMETTO	LOT 16 MELWOOD OAKS PHASE IV PI#23807.1515/7	2380715157
MOHLER, DALE	3711 3RD AVE W	PALMETTO	LOT 2 MELWOOD OAKS PHASE III PI#23807.1365/7	2380713657
MOHLER, LOI	3951 3RD AVE W	PALMETTO	LOT 30 MELWOOD OAKS PHASE IIB SUB PI#23807.1335/0	2380713350
MORELL, CLAUDE N	411 40TH CT W	PALMETTO	LOT 4 MELWOOD OAKS PHASE I PI#23807.1025/7	2380710257
MOREY, WANDA M	4119 3RD AVE W	PALMETTO	LOT 3 MELWOOD OAKS PHASE IIIA PI#23807.1135/4	2380711354
MOREY, JEFFERY A	4119 3RD AVE W	PALMETTO		
MOREY, RANDALL S	4119 3RD AVE W	PALMETTO		
MUTONE, CARLA	LESAR, 312 40TH CT W	PALMETTO		
ROSS	312 40TH CT W	PALMETTO		

PLM	NAME	ADDRESS	CITY	TRACT	PI#
				TRACT "K" (PRIVATE DRAINAGE SPACE)	
				MELWOOD OAKS PHASE IV"	2380715702
				LOT 1, TOGETHER WITH THE E. 4.30 FT OF	
				LOT 2, MELWOOD OAKS	2380710109
				LOT 13 MELWOOD OAKS PHASE IIB SUB	
				PI#23807.1250/1	2380712501
				LOT 1 MELWOOD OAKS PHASE IIB SUB	
				PI#23807.1190/9	2380711909
				LOT 14 MELWOOD OAKS PHASE III	
				PI#23807.1425/9	2380714259
				LOT 31 MELWOOD OAKS PHASE IIB SUB	
				PI#23807.1340/0	2380713400
				LOT 9 MELWOOD OAKS PHASE I	
				PI#23807.1050/5	2380710505
				LOT 22 MELWOOD OAKS PHASE I	
				PI#23807.1115/6	2380711156
				LOT 9 MELWOOD OAKS PHASE IIA	
				PI#23807.1165/1	2380711651
				LOT 3 MELWOOD OAKS PHASE IIB SUB	
				PI#23807.1200/6	2380712006
				LOT 14 MELWOOD OAKS PHASE IV	
				PI#23807.1505/8	2380715058
				LOT 2 MELWOOD OAKS PHASE IV	
				PI#23807.1445/7	2380714457
				LOT 9 MELWOOD OAKS PHASE IIB SUB	
				PI#23807.1230/3	2380712303
				LOT 32 MELWOOD OAKS PHASE IIB SUB	
				PI#23807.1345/9	2380713459
				LOT 4 MELWOOD OAKS PHASE IIA	
				PI#23807.1140/4	2380711404
				LOT 26 MELWOOD OAKS PHASE IIB SUB	
				PI#23807.1315/2	2380713152
				LOT 11 MELWOOD OAKS PHASE I	
				PI#23807.1060/4	2380710604

VAN DYKE, NORENE	VAN				
DYKE, NORENE TRUST DTD					
9/19/2016		3947 3RD AVE W	PALMETTO	LOT 3 MELWOOD OAKS PHASE III PI#23807.1370/7	2380713707
VAUGHAN, WILLIAM L		331 40TH CT W	PALMETTO	LOT 11 MELWOOD OAKS PHASE IIA PI#23807.1175/0	2380711750
WISWELL, JOANNE S	KURVER,			LOT 21, TOGETHER WITH: COM AT THE SW COR OF SD LOT 21; TH S	2380711107
SADIE JANE		4112 3RD AVE W	PALMETTO		
WOOD, PHILIP				LOT 16 MELWOOD OAKS PHASE IIB SUB PI#23807.1265/9	2380712659
WOOD, CINDA		442 40TH CT W	PALMETTO		
WOOTEN, MARY L				LOT 8 MELWOOD OAKS PHASE IIB SUB PI#23807.1225/3	2380712253
FREEMAN, JAMIE W III		422 40TH CT W	PALMETTO		

**AFFIDAVIT OF MAILING OR HAND-DELIVERING
THE STATEMENT OF MARKETABLE TITLE ACTION
PURSUANT TO SECTIONS 712.05 AND 712.06, FLORIDA STATUTES**

Melwood Oaks Homeowners Association, Inc.

STATE OF FLORIDA
COUNTY OF Sarasota

Before me, personally appeared Susan Barber, as a Director of Melwood Oaks Homeowners Association, Inc. (the "Association"), who deposes and avers as follows:

1. That Affiant is a member of the Board of Directors of the Association and has personal knowledge of the matters contained herein.

2. The attached Notice and Agenda of a meeting of the Board of Directors scheduled on August 1 2017, at 12:00 a.m./p.m. at the location of Palm View Baptist Church, along with the Statement of Marketable Title Action as contained on the notice, has been mailed or hand-delivered to all members of the Association not less than seven (7) days before the Board meeting, as required by Sections 712.05 and 712.06, Florida Statutes.

**MELWOOD OAKS HOMEOWNERS
ASSOCIATION, INC.**

By: Susan Barber
Print Name: Susan Barber
Print Title: President

The foregoing instrument was sworn to and subscribed before me this 2 day of August, 2017, by Susan Barber, as President of Melwood Oaks Homeowners Association, Inc.. He/She is personally known to me or has produced as identification.

Notary Public, State of Florida

Signed: _____

Print Name: Cathy McMillen



EXHIBIT C

MELWOOD OAKS HOMEOWNERS ASSOCIATION, INC.
NOTICE AND AGENDA OF BOARD OF DIRECTORS MEETING

This Notice shall serve as written notice of a meeting of the Board of Directors of the Melwood Oaks Homeowners Association, Inc. (the "Association") that will take place as follows:

Date: August 1, 2017

Time: 12:00 p.m.

Location: Palm View Baptist Church

AGENDA

1. Call to Order
2. Proof of Notice
3. Approval of Minutes from Previous Meeting
4. Consideration of taking Board action to discuss and vote to preserve the Declaration of Restrictions as described below, as they have been amended from time to time, so that the restrictions do not expire pursuant to the Florida Marketable Record Title Act (Chapter 712, *Florida Statutes*). To preserve the restrictions, the Board will consider approving and filing in the Public Records the required notice of preservation and any required attachments.

See the following Statement of Marketable Title Action to be considered for filing by the Board.

STATEMENT OF MARKETABLE TITLE ACTION

Melwood Oaks Homeowners Association, Inc. (the "Association") has taken action to ensure that the the Declaration of Restrictions for Melwood Oaks Phase I Subdivision as recorded in Official Record Book 1159, Page 89; and the Declaration of Restrictions for Melwood Oaks Phase IIA Subdivision as recorded in Official Record Book 1242, Page 2873; and the Declaration of Restrictions for Melwood Oaks Phase IIB Subdivision as recorded in Official Record Book 1259, Page 1979; and the Restated Declaration of Restrictions for Melwood Oaks Phases I, IIA, and IIB as recorded in Official Record Book 1412, Page 5225, and all amendments thereto, and Lots 1 through 8, inclusive and Lots 10, 11, 14, and 16 of Melwood Oaks Phase III, and Lots 1 through 16 of Melwood Oaks Phase IV, as per plat recorded in Plat Book 26, Page 171, all in the Public Records of Manatee County, Florida, currently burdening the above-referenced property described above and each and every member of the Association, retains its status as the source of marketable title with regard to the transfer of a member's residence. To this end, the Association shall cause the notice required by Chapter 712, *Florida Statutes*, to be recorded in the Public Records of Manatee County, Florida. Copies of this notice and its attachments are available through the Association pursuant to the Association's governing documents regarding official records of the Association.

5. Adjournment

MELWOOD OAKS HOMEOWNERS ASSOCIATION, INC.
RESOLUTION REGARDING STATEMENT OF MARKETABLE TITLE ACTION

WHEREAS, THE MELWOOD OAKS HOMEOWNERS ASSOCIATION, INC. (the "Association") is a Florida not for profit corporation that administers and enforces, pursuant to Chapter 720, Florida Statutes, the Declaration of Covenants and Restrictions for Melwood Oaks as described below.

WHEREAS, Chapter 712, Florida Statutes, concerning Marketable Record Titles to Real Property, authorizes the Board of Directors to preserve the covenants and restrictions contained in the Declaration and protect them from extinguishment by the operation of Chapter 712, Florida Statutes, by executing and filing in the Public Records a notice of preservation of the restrictions in accordance with Sections 712.05 and 712.06, Florida Statutes.

WHEREAS, the Board of Directors has provided the members of the Association not less than seven (7) days' written notice (via hand or U.S. Mail delivery) of the Board meeting for consideration of this matter.

NOW THEREFORE, by the approval of not less than two-thirds (2/3) of the members of the Board of Directors, be it resolved that the Board of Directors hereby approves the following Statement of Marketable Title Action contained and elects to preserve the covenants and restrictions contained in the Declaration described in the statement and protect them from extinguishment by the operation of Chapter 712, Florida Statutes, by executing and filing in the Public Records a notice of preservation of the restrictions in accordance with Sections 712.05 and 712.06, Florida Statutes:

STATEMENT OF MARKETABLE TITLE ACTION

Melwood Oaks Homeowners Association, Inc. (the "Association") has taken action to ensure that the the Declaration of Restrictions for Melwood Oaks Phase I Subdivision as recorded in Official Record Book 1159, Page 89; and the Declaration of Restrictions for Melwood Oaks Phase IIA Subdivision as recorded in Official Record Book 1242, Page 2873; and the Declaration of Restrictions for Melwood Oaks Phase IIB Subdivision as recorded in Official Record Book 1259, Page 1979; and the Restated Declaration of Restrictions for Melwood Oaks Phases I, IIA, and IIB as recorded in Official Record Book 1412, Page 5225, and all amendments thereto, and Lots 1 through 8, inclusive and Lots 10, 11, 14, and 16 of Melwood Oaks Phase III, and Lots 1 through 16 of Melwood Oaks Phase IV, as per plat recorded in Plat Book 26, Page 171, all in the Public Records of Manatee County, Florida, currently burdening the above-referenced property described above and each and every member of the Association, retains its status as the source of marketable title with regard to the transfer of a member's residence. To this end, the Association shall cause the notice required by Chapter 712, *Florida Statutes*, to be recorded in the Public Records of Manatee County, Florida. Copies of this notice and its attachments are available through the Association pursuant to the Association's governing documents regarding official records of the Association.

The undersigned officer of the Association hereby certifies that not less than two-thirds (2/3) of the members of the Board of Directors adopted this resolution at a duly noticed Board meeting conducted on August 1, 2017.

MELWOOD OAKS HOMEOWNERS ASSOCIATION, INC.

Signed By: x Susan Barber

Print Name: Susan Barber

Print Title: President

Date: August 2, 2017

EXHIBIT D

This instrument prepared by:
Richard A. Weller, Esq.
Najmy Thompson, P.L.
1401 8th Avenue West
Bradenton, Florida 34205

**CERTIFICATE OF AMENDMENT TO THE RESTATED DECLARATION OF
RESTRICTIONS OF MELWOOD OAKS – PHASES I, IIA AND IIB**

WHEREAS, the Restated Declaration of Restrictions of Melwood Oaks – Phases I, IIA, and IIB (the "DECLARATION") was recorded in Official Record Book 1412, Page 5225, in the Public Records of MANATEE COUNTY, FLORIDA, and

WHEREAS, the owners, as members of the MELWOOD OAKS HOMEOWNERS ASSOCIATION, INC. (the "ASSOCIATION"), have found it necessary to amend the DECLARATION, and

NOW THEREFORE, the members of the ASSOCIATION voted to amend Section the DECLARATION as set forth below:

(Words in ~~strike-through~~ type are deletions from existing text; underlined words are additions.)

Article VIII Lease of Lots

...

(b) Any occupant, guest, relative, or other individual that occupies a lot for more than thirty (30) days in a twelve-month period shall be deemed a tenant for purposes of this Article, and shall be subject to the application and approval requirements of this Declaration. Such individual shall also be required to pay the application fee, and shall be subject to the background check requirements for tenants. This application and approval process shall be required regardless of whether the occupant, guest, relative, or other individual has a lease agreement with the owner, and regardless of whether the occupant, guest, relative, or other individual is paying the owner for the right to occupy the lot.

[the remainder of Article VIII remains unchanged]

CERTIFICATE OF AMENDMENT

The undersigned officer of the MELWOOD OAKS HOMEOWNERS ASSOCIATION, INC., a Florida not-for-profit corporation, hereby certifies that the foregoing amendment to the Declaration was approved and adopted by the requisite number of owners in the community. The undersigned further certifies that these amendments were adopted in accordance with the Association's governing documents and applicable law.

IN WITNESS WHEREOF, the undersigned officer of the Association has executed this instrument this 5 day of March, 2019.

**MELWOOD OAKS HOMEOWNERS ASSOCIATION,
INC.**

Witnesses:

Signed: Joy B. Scott
Print Name: Joy B. Scott

Signed: Kristen A. Weston
Print Name: Kristen A. Weston

Signed by: Susan Barker
Print Name and Title: PRESIDENT

STATE OF FLORIDA
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this 5th day of March, 2019, by Susan Barker, as President of the MELWOOD OAKS HOMEOWNERS ASSOCIATION, INC. He/She is personally known to me or has produced _____ as identification.

Charlette Brown
Notary Public, State of Florida

