



RANCHES OF MOSSY HAMMOCK DEED RESTRICTIONS

Whereas, MOSSY HAMMOCK DEVELOPMENT CORPORATION, is the owner of the following described property. THE RANCHES AT MOSSY HAMMOCK, according to the plat thereof, recorded at Plat Book ___23___, page_164-175_____, of the Public Records of Manatee County, Florida.

And.

WHEREAS, it is the desire and intention of MOSSY HAMMOCK DEVELOPMENT CORPORATION, hereinafter called Developer, to sell the property described above, and to impose on it mutually beneficial restrictions under a general plan of improvement for the benefit of all future owners of those lands.

ACCORDINGLY, developer hereby declares that all the property described above is held and should be held conveyed, hypothecated, or encumbered, leased, rented, used, occupied, and improved subject to the following limitations, restrictions, conditions, and covenants, all of which are in furtherance of the plan for the subdivision. Improvement and sale of the land and are established for the purpose of enhancing and protecting the value, desirability, and attractiveness of the land. All of the limitations, restrictions, conditions, and covenants shall run with the land and shall be binding on all parties having or acquiring any right, title, or interest in the described lands.

1. No parcel of land shall be used for any purpose other than a single-family home, except where otherwise specified herein.
2. No residence shall be constructed on a parcel of land which is less than 5 acres. No construction of a building or residence or structure shall be commenced until and specifications therefore shall have been submitted to the Developer, its successors, or assigns, for approval and approval has been given in writing. In the event proposed construction does not violate any of the restrictions provided for herein, and there are no substantial reasons for withholding consent, approval shall be promptly given.
3. Single level residences shall have an air-conditioned living area not less than Fourteen Hundred (1,400) square feet, exclusive of porches, breezeways, garages, workshops, and barns. Two story residences shall have a first level air-conditioned living area or not less than One Thousand (1,000) square feet, exclusive of porches, breezeways, garages, workshops, and barns. In addition to the residence, attached or unattached stables, barns, garages, servants quarters, or a dwelling for quests, (for which no rental or considerations may be charged) shall be permitted: however, in no event shall there be more than two detached buildings (other than the residence) on any lot
4. All structures shall be constructed with new materials, and shall be stained, painted, or properly treated so as to not rot, discolor, deteriorate, or become unsightly, and shall harmonize with existing structures in the area. Stables, barns, and other attached buildings permitted under these restrictions shall be constructed of new materials which harmonize with the primary single-family residence.
5. No structure shall be moved onto any parcel of land. No temporary dwellings, including trailers, mobile homes, and storage facilities shall not be brought onto any parcel of land, except

contractors' trailers, with sanitary facilities to be used during the reasonable period of construction of the dwelling.

6. All fenced facing a paved road shall be constructed of CCA treated boards and wooden posts to be of uniform design and approved by the Developer. All fences are to be constructed on the property line between road right of way, and the owners' property.
7. Lakes and ponds may be constructed; provide, however, that all excess dirt be removed, or leveled within Thirty (30) days after completion of the construction of said lake or pond.
8. No structures shall be erected or maintained within one hundred fifty (150) feet of the center line of the road, or fifty (50) feet of any interior lot line of any parcel; provide, however, the Developer, its successors, and assigns shall have the right to grant exceptions and variances to said setbacks in respect to any parcel of land, the topography of which is such as to render compliance with such setbacks unreasonable. Any applications for exceptions or variances shall be in writing and shall be accompanied with plans and specifications in respect to the proposed structure. Any variance shall be executed with the formalities of a deed and recorded in the public records of Manatee County, Florida.
9. An easement of eight (8) feet in width along the rear, five (5) feet along the side, and ten (10) feet along the front property lines of each parcel is reserved for Developer, its successors and assigns, for the installation and maintenance of utilities and drainage facilities; provided, however, that the owner of the parcel may fence the easement, and the area shall be maintained for utilities and drainage facilities.
10. Construction and recreational vehicles including but not limited to campers, motor homes, trailers, and off-the-road vehicles, inoperable vehicles, dump trucks, draglines, dune buggies, and boats must either be placed in enclosed structures, walled areas, or must be located on the lot so as to be screened from view from roadways, or adjoining properties by shrubbery or natural vegetation. No unsightly objects of any nature shall be stored on the lots, unless said objects are completely screened from view from roadways, and adjoining properties.
11. No firearms, air rifles, BB guns, or like devices shall be discharged, fired, shot, or otherwise used on any lot, or area within the subdivision. No ATVs, ATCs, dirt bikes, or other off-the-road motorized vehicles shall be operated or otherwise used on any lot or area within the subdivision.
12. All electric service to any primary residence, and any attached or unattached structures, shall be provided to said structure by underground service.
13. All horses, cattle, and other animals, exclusive to dogs, cats, and other household pets shall be corralled within an enclosed area. No activity of a noxious or offensive nature, including, but not limited to maintenance of poultry and rabbit ranches, hog farms, or cattle feeding pens, shall be conducted on the premises.
14. No activities shall be permitted, and no conditions shall be allowed to exist which shall constitute a nuisance to the other residences of the subdivision. No weeds, underbrush, or unsightly growths of plants, shall be permitted to grow or remain on the premises, and said

premises shall at all-time be kept mowed and clear of any trash, debris, or waste which might create a health or fire hazard, or which will detract from the beauty and appearance of the area, or be otherwise esthetically objectionable.

In the event the owners of any parcels shall fail to keep the premises in good order and free and clear of weed, underbrush, or refuse, the Mossy Hammock Owners' Association, may, after giving reasonable notice to the owners, mailed to the address of the property, enter upon the property, mow and cut the underbrush thereon, remove the refuse, and do whatever is reasonably necessary to put such parcel in clean and proper order and appearance. Any such reentry on the property by the Mossy Hammock Owners' Association Inc., its agents, or contractors; for the purposes provided herein, shall not be deemed a trespass. The Association shall make a reasonable charge to the owner for said service.

15. It shall be the responsibility of each property owner within the subdivision at the time of construction of a building, residence, or structure, to comply with the construction plans, approved and on file with the Southwest Florida Water Management District as part of a water management system for the development of the subdivision, pursuant to chapter 17-25 of the Florida Administrative Code.
16. No owner of property within the subdivision may construct or maintain any building, residence, or structure, or undertake and dredge, or fill activity in the conservation easements described in the recorded plat of the subdivision.
17. The expenses of the Association shall be apportioned equally among all the lots in the subdivision. The Association shall levy assessments for the monies necessary to carry out any of its duties or purposes set forth in these restrictions, the articles of incorporation, or the By-laws. In the event a lot owner fails, or refuses to pay his share of such assessment, the Association shall have the right to file a lien against the property. Said lien shall be filed in the Public Records of Manatee County Florida, and a copy thereof mailed to such owner at his last known mailing address. The item shall attach only upon the recording of the lien in the public records, and its priority shall date from the time of recording. If such assessment lien is not paid within ten (10) days after the filing in the public records, the Association shall have the right to foreclose the lien in the same manner as a mortgage, or in such manner as may be permitted by law. In addition to recovering the amount of the assessment, the Association shall also be entitled to recover from the owner of said property, all costs, including reasonable attorneys fee, incurred in connection with the preparation, and bringing of such foreclosure proceedings, and all costs and fees shall be secured by said lien.
18. Except for restrictions #15& 16, restriction may be modified at any time by an instrument in writing, signed and acknowledged by the then owners of a majority of the lots within the subdivision. The owners of the lots hereby appoint the Developers as their agent until buildings are constructed on each and every lot of the subdivision for the purpose of making minor changes in these restrictions
19. In the event of a breach of any of the covenants or restriction contained herein, the Mossy Hammock Owners' Association Inc., or any person or persons owning real property subject to these restrictions shall have the right to take any action, or prosecute any proceedings provided

for by law, and shall be entitled to recovered court costs and a reasonable attorneys fee against the parties breaching the covenants or restrictions.

20. No signs of any kind shall be displayed to public view on any lot except for the following:

- a. signs used by the Developer, or his exclusive Agent.
- b. During the course of construction of improvements, the general contractor may erect a construction sign not more than four (4) square feet in size containing the name of the builder, the job number, and phone number, which shall be promptly removed when the certificate of occupancy is issued.
- c. For sale signs of the owner, or his agent for the sale of a parcel on which a home has been completed.

Prior to the erection of any of the forgoing signs, such signs must be approved by the Developer, as to size, design, location, and content. Owner or Agent "for sale" signs are prohibited on vacant lots.

All covenants and restrictions contained herein shall run with the land and shall be binding upon and insure to the benefit of any property owner within said subdivision.

IN WITNESS THEREOF MOSSY HAMMOCK DEVELOPMENT CORPORATION, a corporation existing under laws of the State of Florida, has hereto caused these restrictions to be executed in its name and by its president, attested by its secretary, this _____ day of _____, 19____

MOSSY HAMMOCK DEVELOPMENT CORPORATION

By:

ATTEST:
Secretary
Prepared by:
Robert S. McDaniel, Jr
1444 First Street
Sarasota Florida 33577