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AMENDED AND RESTATED DECLARATION OF RESTRICTIONS
FOR
MISTY OAKS SUBDIVISION

~~(As Amended—Dec. 2, 2004)~~

THIS AMENDED AND RESTATED DECLARATION OF RESTRICTIONS FOR MISTY OAKS SUBDIVISION ("Declaration" or "Amended and Restated Declaration") is made this
_____ day of _____, 2024, by the Misty Oaks Owners Association, Inc. (the "Association"),
a Florida not-for-profit corporation.

~~—The original **DECLARATION** Declaration of Restrictions for Misty Oaks Subdivision was made and executed the 3rd day of January, 1986~~ recorded in Official Record Book 1134, Page 2286, in the Public Records of Manatee County Florida, by Misty Oaks Development Corp., a Florida corporation (the "Developer"). The Declaration has been amended from time to time, including but not limited to the Declaration of Restrictions for Misty Oaks Subdivision, recorded in Official Record Book 1996, Page 3940 of the Public Records of Manatee County, Florida. The covenants and restrictions have been preserved from expiration pursuant to the Florida Marketable Record Title Act through the recording of the Notice of Preservation of Deed Restrictions of the Declaration of Restrictions for Misty Oaks Subdivision, recorded in Official Record Book 2582, Page 5543 of the Public Records of Manatee County, Florida. The Association was created to administer and manage the community and enforce the terms of the Declaration. ~~, was amended December 7, 1989 to establish the Misty Oaks Owners Association, Inc., hereinafter referred to as Association, and to transfer management responsibilities to the Association. It was further amended on December 7, 1993 to implement the Judge Talley's ruling (October 28, 1992) differentiating responsibilities between the Association and Lake owners for retention pond maintenance. It was further amended on April 2, 1997 to comply with requirements of the Telecommunications Act of 1996 and resulting Federal Communications Commission regulations, effective on October 4, 1996, prohibiting home owners associations from restricting certain usage of small Digital Broadcast Satellite dishes. It was further amended on December 7, 2000 to specify indexed maximums on special assessments. It was further amended on December 4, 2003 to clarify setbacks to the lake. It was further amended on December 2, 2004 to add leasing requirements and enforcement provisions.~~

The Members of the Association have voted to approve this Amended and Restated Declaration, which supersedes and replaces the original Declaration and all amendments thereto. The following Amended and Restated Declaration of Restrictions for Misty Oaks Subdivision shall constitute covenants running with the land. The Declaration shall be binding upon all Lot Owners, their heirs, successors and assigns, tenants, guests and invitees, for all parcels of land subjected to the original declaration as it has been amended from time to time.

WITNESSETH:

~~WHEREAS, Developer, to improve, develop and subdivide a tract of land located in Manatee County, Florida, a description of which is attached hereto as Exhibit "A" and thereafter to grant, sell and convey subdivided portions of said tract of land for residential purposes; and~~

~~WHEREAS, Developer has platted said tract of land into a subdivision and has established protective covenants covering the development, improvement and usage of the lots and common areas contained in this subdivision for the benefit and protection of the subdivision, Developer, and the purchasers of lots in the subdivision; and~~

~~WHEREAS Developer did declare that the land hereinafter described in Article I was bound by the limitations, conditions, easements and agreements set forth in this Declaration and that said property shall be held, used and enjoyed subject to and with the benefit and advantage of the following restrictions, limitations, conditions, easements and agreements, which shall constitute covenants running with the title to said land.~~

NOW, THEREFORE, the Misty Oaks Owners Association, Inc., does hereby ~~declare the continuation of the restrictions, limitations, conditions, easements, and agreements as established by the Developer and as amended herein, to wit:~~ amend the Declaration as further provided herein.

ARTICLE I PROPERTY SUBJECT TO THIS DECLARATION

1.1 Description. The real property which ~~was owned by Developer and henceforth to be held, transferred, sold, conveyed, subject to the easements, restrictions, covenants and conditions contained in this Declaration and occupied subject to this Declaration is located in Manatee County, Florida, and~~ as set forth on the Plat and ~~is~~ legally described as set forth on Exhibit "A" follows:

~~See Exhibit "A" attached hereto~~

~~Said property is sometimes herein referred to as "this subdivision" or "the subdivision"~~

ARTICLE II DEFINITIONS

The following words and terms, when use in this Declaration (unless the context shall clearly indicate otherwise) shall have the following meanings:

2.1 "Act" or "Homeowners' Association Act" means Chapter 720, Florida Statutes (2022), unless otherwise specifically provided herein.

2.2 "Articles" or "Articles of Incorporation" means the Articles of Incorporation of the Association, a copy of which is attached as Exhibit B. The Association was originally incorporated by the filing of such Articles of Incorporation with the State of Florida on January 1, 1986.

2.3 **"Assessment"** means a charge against a particular Owner and his or her Lot, made by the Association in accordance with this Declaration and secured by a lien against such Lot as hereinafter provided, and as further described herein.

~~1.2.4~~ **"Association"** ~~shall mean and refer to~~ means the MISTY OAKS OWNERS ASSOCIATION, INC., a Florida non-profit corporation, its successors and assigns.

~~2.~~ **"Owner"** ~~shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Lot which is part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.~~

~~3.~~ **"Property"** ~~shall mean and refer to that certain real property hereinbefore described, and such additions thereto as may hereafter be brought within the jurisdiction of the Association.~~

~~4.~~ **"Common Area"** ~~shall mean all real property (including the improvements thereto) owned by the Association for the common use and enjoyment of the owners.~~

~~5.~~ **"Lot"** ~~shall mean and refer to any plot of land shown upon and recorded subdivision map of the Property with the exception of the Common Area.~~

~~6.2.5~~ **"Board"** ~~shall mean and refer to~~ means the Board of Directors of the Association elected by the Owners at its annual meeting in accordance with the ~~By-Laws~~ Bylaws and who shall represent the Association in all matters except where specifically excepted herein.

2.6 **"Bylaws"** means the Bylaws of the Association, a copy of which is attached as Exhibit C.

2.7 **"Common Expenses"** means the cost of any item or items designated herein as a Common Expense or reasonably or necessarily incurred by the Association or a discharge of any obligations expressly or impliedly imposed on the Association by this Declaration or by law.

2.8 **"Common Property"** means all interests in real property owned by the Association.

2.9 **"Declaration"** or **"Amended and Restated Declaration"** means this document, together with all amendments.

2.10 **"Developer"** means Misty Oaks Development Corp., or its successors or assigns as such Developer.

2.11 **"Lot"** means a discrete lot or building parcel reflected on the recorded Subdivision plat for Misty Oaks. "Lot" shall not include any platted land that is Common Property.

2.12 **"Lot Owner"** or **"Owner"** or **"Member"** means the record fee simple title holder, whether one or more persons or entities, of a Lot in the Subdivision. Qualifications for membership are set forth in the Articles of Incorporation and Bylaws.

2.13 **"Plat"** means the Plat for the Misty Oaks Subdivision, recorded in Plat Book 22, Page 187 of the Public Records of Manatee County, Florida, and attached hereto as Exhibit A.

ARTICLE III COMMON AREA PROPERTY

4.3.1 Owners' Easements of Enjoyment. Every ~~owner~~Owner shall have a right and easement of enjoyment in and to the Common Area which shall be appurtenant to and shall pass with the title to every Lot, subject to the following provision: The right of the Association to dedicate or transfer all or any part of the Common Area to any public agency, authority, or utility for such proposes and subject to such conditions as may be agreed to by a majority of the Members.

2.3.2 Tract A Described on Plat. The property described as Tract A on the ~~subdivision~~Subdivision plat is not intended for development. Tract A is intended to be preserved in its natural state.

3.3.3 Additional Common Area. The Association reserves the right to obtain an easement or obtain additional land in order to construct an improvement marking the entry of the ~~subdivision~~Subdivision.

ARTICLE IV REQUIRED MEMBERSHIP IN PROPERTY OWNERS ASSOCIATION

In order to effectuate the orderly ~~development~~operation of the ~~subdivision~~Subdivision and to establish, protect and preserve the quality of this ~~subdivision~~Subdivision, the ~~owner~~Owners of all ~~lot~~Lots in this ~~subdivision~~Subdivision shall be required to become ~~member~~Members of Misty Oaks Owners Association, Inc. Membership in the Association is automatic upon acquisition of ownership of a Lot, and may not be transferred separate and apart from a transfer of ownership of the Lot. Membership shall likewise automatically terminate upon the sale or transfer of an Owner's interest in a Lot, whether voluntary or involuntary.

~~The objective of the Association is as follows:~~

4.4.1 Misty Oaks Owners Association, Inc. The primary purpose of the Association is to own the Subdivision's Common Property, improve, maintain and manage the common needs of the ~~subdivision~~Subdivision in accordance with this Declaration of Restrictions and the Articles of Incorporation and ~~By-Laws~~Bylaws of Misty Oaks Owners Association, Inc.; to enforce these restrictions wherever applicable and appropriate, so as to establish, protect and preserve the quality of this ~~subdivision~~Subdivision; and to perform such other duties as may be assigned to it under this Declaration of Restrictions and the Articles of Incorporation and ~~By-Laws~~Bylaws of Misty Oaks Owners Association, Inc. Copies of the Articles of Incorporation and ~~By-Laws~~Bylaws of Misty Oaks Owners Association, Inc., are attached hereto as Exhibits "B" and "C", respectively.

2.4.2 Assessments. The board shall have the right to levy assessments for maintenance purposes and other lawful purposes with the authority to enforce collection thereof by placing liens against property in the ~~subdivision~~Subdivision as further described herein and in accordance with the Homeowners' Association Act as it may be amended from time to time.

4.3 Voting Rights. Members shall be entitled to one (1) vote for each Lot in which such Members hold a required ownership interest, to be cast in the manner set forth in the Bylaws;

provided, however, that when there are multiple Owners of a Lot, there shall nevertheless be only one (1) vote for each Lot.

4.4 Board Authority. The Board has the authority to act for the Association except where the Association's governing documents or applicable law require a vote of the Membership.

ARTICLE V ARCHITECTURAL CONTROL

4.5.1 Approval by Board. No improvement or structure of any kind, including, without limitation, any building, fence, wall, swimming pool, tennis court or other game court or structure, screen enclosure, water or sewer line, drain, mailbox, solar energy device, decorative building, landscaping, landscape device or object, or other external improvements shall be commenced, erected, placed or maintained upon any ~~lot~~Lot, nor shall any addition, change or alteration thereof or thereto be made, unless and until the plans, specifications and location of the same shall have been submitted to and approved in writing by the Board. In keeping with Association's intent to assure to each ~~lot~~Lot ~~owner~~Owner a neighborhood of quality homes of tasteful design, the Board will evaluate the plans and specifications of all proposed improvements with respect to their external design, appearance, and location in relation to surrounding structures and topography, their proposed materials and construction standards, and their general aesthetic impact. The Board may, in its sole discretion, disapprove plans and specifications for any reason, including purely aesthetic considerations and can require adherence to the existing unified building scheme regarding the external appearance of Lots and improvements, but, in order to assist a ~~lot~~Lot ~~owner~~Owner in the development of acceptable plans and specifications, the Board shall state with reasonable particularity its grounds for such disapproval. It is not the Association's intent to impose a uniform appearance or limited architectural style in the ~~subdivision~~Subdivision, but rather to promote and assure architectural and aesthetic quality and discrimination for the benefit of all ~~owner~~Owners in the ~~subdivision~~Subdivision. Notwithstanding the foregoing, no change in color or appearance of the exterior of a home shall be permitted unless it complies with specific standards that may be adopted by the Board, or if the color is not consistent with or substantially similar to other approved colors or appearance in the community, and the paint color must match or be compatible with any trim or existing color scheme.

2.5.2 Submission of Plans. Two complete sets of all plans and specifications for any such improvement or structure proposed for any ~~lot~~Lot in this ~~subdivision~~Subdivision shall be submitted to and approved by the Board prior to the commencement of construction or placement of such improvement. A landscaping plan shall include: (a) a landscaping scheme which also shows the location and the style of the post lamp that will be installed; (b) a listing of the plant stock included in the scheme; and (c) the site of such stock at the time of planting. A site plan shall include a designation of the location, diameter and species of all existing trees and a designation of all trees to be removed. Plans for grading any ~~lot~~Lot and plans reflecting the proposed elevation of the floor slab of any structure to be built on such ~~lot~~Lot, and shall show intended ~~lot~~Lot drainage, are required to be submitted. Any increase in the elevation of the existing grade of a ~~lot~~Lot shall be accomplished by the ~~lot~~Lot ~~owner~~Owner so as to not increase the surface water runoff from such ~~lot~~Lot onto neighboring properties. The Board may also require

submission of samples of building materials proposed for use on any ~~lot~~Lot and may require such additional information as reasonably may be necessary for the Board to completely evaluate the proposed structures or improvements. The Board shall have the authority to adopt additional rules, regulations, or procedures regarding the application and processing of architectural requests.

3.5.3 Preliminary Drawings. In order to facilitate the preparation and ultimate approval of construction and landscaping plans, any ~~lot~~Lot ~~owner~~Owner may submit preliminary drawings or other writings prior to the preparation and submission of the final working drawings and specifications, and the Board agrees to review and indicate its approval, disapproval or recommendation on the matters reflected thereon. In order to avoid delay and to facilitate distribution of the plans for the review and approval process, such documents required by Sections 5.3 and 5.4 must provided in electronic format or PDF format unless otherwise approved in writing by the Association.

4.5.4 Statement of Approval. If, following its review of the plans and specifications submitted to it, the Board disapproves such plans and specifications, the Board shall advise the ~~lot~~Lot ~~owner~~Owner of the portion or items thereof which were found to be objectionable or not consistent with the current standards or current approved architectural style, color, or appearance in the community. In the event the ~~lot~~Lot ~~owner~~Owner corrects the objectionable portions, ~~he the~~ Lot Owner may resubmit the plans and specifications, as corrected, for approval. Upon final approval of an ~~owner~~Owner's plans and specifications either as originally submitted or as subsequently modified in accordance with the recommendations of the Board, the Board shall indicate its approval in writing on the plans and specifications. One set of such plans and specifications shall then be returned to the ~~owner~~Owner and one set shall be retained by the Board. Should the Board fail to either approve or disapprove, or request additional information, for the plans and specifications submitted to it by a ~~lot~~Lot ~~owner~~Owner within thirty (30) 14 days after their submission, of the request and all supplemental materials that may be required by the Board, then such approval shall not be deemed to be required in such instance; provided, however, that no building or other structure shall be erected or be allowed to remain on any ~~lot~~Lot which violates any of the other covenants or restrictions herein contained.

5.5.5 Approval Fees. The Board may adopt a schedule of reasonable fees for reviewing preliminary drawings or plans and specifications submitted to it for approval. The schedule may provide for additional fees for the review of any resubmitted preliminary drawings or plans and specifications. All such fees shall be payable to the Misty Oaks Owners Association, Inc. at the time that the preliminary drawings or plans and specifications are submitted or resubmitted to the Board. These fees will only be charged when it is necessary for the Board to obtain professional services in interpreting drawings and plans. Also, these fees will not exceed the amount charged to obtain this professional service.

5.6 Architectural Standards. The Board may, from time to time, adopt and promulgate Architectural Standards, and upon approval by the Board such standards shall take effect. The Architectural Standards may not be contrary to the provisions of this Declaration, and shall be consistent with the then existing architectural, structural, aesthetic and environmental concept and original development of the Subdivision. All Architectural Standards shall be adopted and applied on a uniform basis, and may be revised or expanded from time to time to take cognizance of new materials, techniques and proposals. All Architectural Standards shall be

deemed to include the mandatory architectural obligations, prohibitions and guidelines contained in this Declaration.

ARTICLE VI BUILDING AND USE RESTRICTIONS

4.6.1 Residential Use. The property subject to this Declaration may be used for single family residential living units and for no other purpose. ~~No business or commercial building may be erected on any lot, and no business, occupation, or profession may be conducted on any part thereof, except that real estate brokers and owners, and their agents, may show dwellings in the subdivision for sale or lease. Notwithstanding the foregoing and notwithstanding any other provision herein to the contrary, such contractors as the Board may approve in writing shall have the right from time to time to construct and operate model homes in the subdivision.~~ No commercial, business, industrial or trade use shall be made of or upon a Lot. However, a Member or tenant may conduct limited professional or business activities incidental to the primary use of the Lot as a residence, if confined solely within the home, but only if the activity is in compliance with home occupation ordinances and regulations in Manatee County, and the activity cannot be seen, heard or smelled by other residents of the Subdivision, and provided further that no activity shall be permitted that results in a significant increase in pedestrian or vehicular traffic in the Subdivision, nor shall any activity be permitted that would constitute a dangerous activity.

2.6.2 No Trailers or Temporary Buildings. Except as may be reasonably necessary for construction work, no tents, trailers, vans, shacks or temporary or accessory buildings or structures shall be erected or permitted to remain on any ~~lot~~Lot without the written consent of the Board.

3.6.3 Water and Sewer. All buildings shall use and be connected to the central water and sewerage system made available by Developer. No well shall be drilled or utilized on any ~~lot~~Lot for any purpose other than irrigation.

4.6.4 Dwellings. No building shall be erected, altered, placed or permitted to remain on any ~~lot~~Lot other than one detached single family dwelling containing at least twenty-three hundred (2,300) square feet for ~~lot~~Lots located on Palm Aire golf course and two thousand (2,000) square feet for ~~lot~~Lots not located on Palm Aire golf course, of enclosed living area (exclusive of open or screen porches, terraces and garages) which dwelling shall not exceed thirty-five (35) feet in height. Unless approved by the Board in writing as to use, location and architectural design, no garage, tool or storage room, pool house, cabana, gazebo or other structure may be constructed separate and apart from residential dwelling. No such structures shall be permitted to be used as a residence or to accommodate overnight guest stays. No flat roofs and no built up roofs shall be permitted on the main body of any building without the approval of the Board. The composition of all pitched roofs shall be either tile, cedar shake, shingle, slate or such other composition or material as may be approved by the Board. No heat or plumbing vents shall penetrate the roof on the road side of the building without the approval of the Board. With the exception of brick

chimneys, all such vents shall be painted the same color as the roof and/or match the painting scheme and appearance for trim on the dwelling.

5.6.5 Setback Line. No dwelling, building or other structure (which shall be deemed to include a porch, veranda, garage, swimming pool, lanai, screen enclosure, and the like) shall be erected or placed upon any part of ~~lot~~Lot such that any portion of said dwelling, building or structure (including eaves or overhangs) encroaches on any easement denoted on the plat of this ~~subdivision~~Subdivision or any easement ~~reserved unto or~~ granted by Developer under the provisions of this Declaration or such that any portion is closer than:

- (a) Twenty-five (25) feet to any portion of the front ~~lot~~Lot line (street line);
- (b) Ten (10) feet from any side ~~lot~~Lot line, except in the following situations:
 - (i) Twenty-five (25) feet to the shoreline if the side ~~lot~~Lot abuts a lake:
 - or
 - (ii) Fifteen (15) feet if a two-story structure is constructed;

Notwithstanding the building setback requirements set forth ~~in Paragraph 5(b) of Article VI of the Declaration in this subparagraph (b),~~ the required ten (10) foot setback from the side ~~lot~~Lot line shall not be applicable to the north line of Lot 66 of the Subdivision as recorded in Plat Book 22, Page 187, Public Records of Manatee County, Florida. The side ~~lot~~Lot line setback to the north line of Lot 66 shall be the distance between the north property line of Lot 66 and the dwelling situated thereon (exclusive of eaves and overhangs) as depicted on the survey attached ~~hereto as Exhibit "A"~~ to the Amendment to the Declaration Specifically as to Lot 66 recorded in Official Record Book 1508, Page 2920 of the Public Records of Manatee County, Florida.

- (c) Fifteen (15) feet from the rear ~~lot~~Lot line, except where the rear ~~lot~~Lot line abuts a lake, pond or other body of water in which event no closer than twenty-five (25) feet to the shoreline.

No building shall be erected on a corner ~~lot~~Lot so that the setback from the front line on which the building faces is less than twenty-five (25) feet or so that the setback from the side street is less than twenty-five (25) feet. Notwithstanding any of the above, terraces, patios, low platforms or steps, decks, and similar low, open, unroofed and unscreened construction may be erected within the setback areas, provided that such construction: (1) does not encroach on any of the aforesaid easements, (2) in the opinion of the Board does not interfere with the exposure or view or reasonable privacy of adjoining or facing properties.

6.6.6 Garages Required. No dwelling shall be constructed on any ~~lot~~Lot without provision for an enclosed garage adequate to house at least two (2) large or standard sized ~~American~~ automobiles. All garages must have doors that are to be maintained in a useful, working condition and which are operated by electric door openers. Except when in actual use, garage doors must be kept closed. No garage shall be converted to other usage without the substitution of another garage as approved by the Board.

7.6.7 Antenna and Other Communication Systems. No aerial or antenna shall be placed or erected upon any ~~lot~~Lot or affixed in any manner to the exterior of any building in the

~~subdivision~~Subdivision, nor protrude beyond the exterior of such building without prior written approval of the Association. A satellite-dish television signal receiver ~~with the smallest diameter adequate to receive direct broadcast satellite service~~, may be affixed to the exterior of a building if adequately screened or enclosed so that the receiver cannot be seen from the street. No satellite dish shall be larger than ~~thirty-nine (39) inches~~ one (1) meter in diameter, nor be on a free-standing mast ~~unless required to be permitted by law~~. The location, physical dimensions, and adequacy of screening of any satellite dish installation shall receive prior approval by the Board and the Association reserves the right to restrict the size type, and location of such devices to the maximum extent permitted by law. ~~Basic cable service must be purchased through the master contract between the Association and the cable company.~~

8-6.8 Underground Wiring. No lines or wires for communication or the transmission of current shall be constructed, placed or permitted to be placed upon any ~~lot~~Lot unless the same shall be inside a building or underground. Electrical service meters shall be screened from view from the street.

9-6.9 Screening of Air Conditioner Compressors, Garbage Containers, or Clothes Drying Area. All equipment serving a residence shall be located within a totally enclosed or screened area. All garbage or trash containers must be located within totally enclosed or screen areas. No portion or any ~~lot~~Lot shall be used as drying or hanging area for laundry of any kind unless the area is shielded from public view by approved screening walls or fences. ~~No walls or fences shall be permitted unless approved by the Board.~~ No window or wall air conditioning units shall be permitted on any ~~lot~~Lot. Air compressors and fans located outside a building shall be similarly screened from view and buffered by walls or shrubbery so as to reduce the noise level resulting from operation thereof.

(a) Screening of such items shall be subject to the following restrictions:

(1) Materials must be consistent with those approved for the construction of the dwelling and the approved landscaping plan

(2) Fences and walls used for screening must be constructed of concrete block or wood and be finished to match the approved colors, trim, and aesthetic properties of the dwelling unless otherwise permitted herein. Use of PVC is discouraged unless confined to those areas that are not visible from the street or as otherwise may be approved by the Board.

(3) Fences and walls for screening around the A/C and/or pool pump equipment must be of sufficient height to completely screen the equipment, but not to exceed six (6) feet in height. Approved shrubs to screen such items may be allowed to grow to their natural height. The width must be the minimum shielding needed for A/C and/or pool equipment, which may include manufacturer recommended space for airflow, plus allowance for storage of trash cans.

10-6.10 Driveway Construction. All dwellings shall have a paved driveway of stable and permanent construction of at least sixteen (16) feet in width at the entrance to the garage. All driveways must be constructed with concrete, unless prior approval of other materials

is obtained from the Board. No portion of a driveway shall be located within five (5) feet of the side line of any ~~lot~~Lot.

11.6.11 Games and Accessory Structures. All basketball backboards and any other fixed games and play structures (the installation of which shall be determined within the sole discretion of the Board) shall be located ~~at the rear of the dwelling on the Lot in a location approved by the Board.~~ No platform, dog house, playhouse or other structure of a similar kind of nature shall be constructed on any part of a ~~lot~~Lot ~~located in front of the rear line of the residence constructed thereon, and any such structure must have~~ unless the structure and location of the structure has received the prior written approval of the Board.

12.6.12 Mailboxes. No mailbox or paperbox or other receptacle of any kind for use in the delivery of mail or newspapers or magazines or similar materials shall be erected on any ~~lot~~Lot unless and until the size, location, design, and type of material for said boxes or receptacles shall have been approved by the Board.

13.6.13 Fences, Hedges and Walls. It is the intent of this provision to limit fences and walls to that which is necessary to provide the required screening and to minimize the size of such structures, and to assure that what is installed does not compromise the architectural style and aesthetic appearance of the house and must be described in detail in the "Request for Modification". No fences, hedges, or walls shall be permitted in the community except to screen items in accordance with Section 6.9 above, or as otherwise permitted herein. ~~The composition, location and height of any fence, hedge or wall to be constructed on any lot~~Lot ~~shall be subject to the approval of the Board.~~ No tree, ~~fence,~~ shrub, or other landscaping which substantially obstructs the vision of drivers of motor vehicles, in the discretion of the Board, shall be placed or permitted to remain on any corner ~~lot~~Lot.

~~(a) — Materials must be consistent with those approved for the construction of the dwelling and the approved landscaping plan~~

~~(b) — Fences and walls must be constructed of concrete block or wood and be finished to match the approved colors, trim, and aesthetic properties of the dwelling. Use of PVC is prohibited unless confined to those areas that are not visible from the street.~~

~~(c) — Fences and walls around the A/C and/or pool pump equipment must be of sufficient height to completely screen the equipment, but not to exceed six (6) feet in height. Approved shrubs may be allowed to grow to their natural height. The width must be the minimum shielding needed for A/C and/or pool equipment, which may include manufacturer recommended space for airflow, plus allowance for storage of trash cans.~~

Hedges or similar dense foliage erected on the rear of a Lot on the property line or in the area between any property line and the setback boundary established in Section 6.5 to provide privacy must be maintained at a maximum height of four (4) feet if in the opinion of the Board that they block or unreasonably limit the view from a neighboring residence of the golf course fairway, any lake, or other significant view.

(a) Any reference in this document to an approved fence or wall is limited solely to fences or walls that may be approved pursuant to Section 6.9 for screening

purposes, and shall not be deemed to allow of any lot boundary fence or wall or other type of fence or wall that is not specifically permitted by Section 6.9. Fences, hedges, and walls shall be disapproved for any other reason not specified in Section 6.9, and including but not limited to:

1. Fences and walls erected on any property line or in the area between any property line and the setback boundary established in Section 6.5, or on any lawfully established easement.

2. Use of chain link fence or similar metal fencing is prohibited.

3. Use to contain, exercise, or train animals is prohibited.

4. Use to contain items detached from the primary dwelling, including: abandoned property, machinery, motor vehicles, water craft, aircraft, trailers, tools, building materials, toys, defects in landscaping, and similar items.

14.6.14 Landscaping. Not later than thirty (30) days following completion of construction of a dwelling upon a ~~lot~~Lot, such ~~lot~~Lot shall be sodded and landscaped in accordance with the approved landscaping plan and must be maintained thereafter by the owner~~Owner~~. An underground sprinkler system of sufficient size and capacity to irrigate all sodded and landscaped areas must be installed and maintained in good working order on all landscaped ~~lot~~Lots. A post lamp with a dusk-to-dawn photocell, ~~will~~must be installed and maintained between the house and the street line and will be styled to conform to the décor of the house.

15.6.15 Trees. No tree, the trunk of which exceeds four (4) inches in diameter at four (4) feet above the natural grade, shall be cut down or otherwise destroyed without the prior consent of the Board, regardless of any county regulations or state law.

16.6.16 Artificial Vegetation. No artificial grass, plants or other artificial vegetation shall be placed or maintained upon the exterior portion of any ~~lot~~Lot, unless approved by the Board.

17.6.17 Vehicles. No vehicle shall be regularly parked in the ~~subdivision~~Subdivision except on a paved driveway or inside a garage-. There shall be no vehicles permitted to be parked on any portion of the grass or in a manner that prevents pedestrian or vehicular traffic. No trucks or vehicles which are used for commercial purposes, other than those present on business, nor any trailers, may be parked in the ~~subdivision~~Subdivision unless inside a garage and concealed from public view. Boats, boat trailers, campers, motor homes, non-passenger vans, motorcycles and other recreational vehicles and any vehicle not in operable condition shall be permitted to be parked in the ~~subdivision~~Subdivision only while loading or unloading or while parked inside a garage and concealed from public view. No maintenance or repair of any boat or vehicle shall be permitted upon any ~~lot~~Lot except within an enclosed garage.

18.6.18 Roadways. Except as the Board may otherwise approve in writing, and except as may be otherwise denoted herein or on the plat of the ~~subdivision~~Subdivision, no ~~lot~~Lot or any portion thereof shall be open, dedicated, or used as a street, road, pathway or other thoroughfare, whether public or private. The easement between Lots 21 and 22 identified as an Emergency Egress shall not be permanently obstructed nor shall it be used as normal egress.

19-6.19 Sidewalks. As described on the plat of the ~~subdivision~~Subdivision, there is a ~~proposed~~sidewalk which will be located adjacent to the roadway over the following ~~lot~~Lots:

18-36 inclusive, 42-49 inclusive, 52-56 inclusive, 65 and 66.

Subsequent to completion of the residence on the Lot, each ~~lot~~Lot ownerOwner where the sidewalk is to be located shall be responsible for paying all costs of its initial construction as well as all future sidewalk improvements. The sidewalk shall be completed in accordance with the plans and specifications provided by the Board.

20-6.20 Signs. No sign, flag, or banner of any kind intended to be used as advertising the sale of the property shall be displayed to public view on any ~~lot~~Lot except as follows:

- a. Individual, ornamental house name or number plates may be displayed.
- b. One temporary sign not exceeding 24" x 24" overall size utilized in connection with the sale of a ~~lot~~Lot may be displayed on such ~~lot~~Lot. The nature, content and location of such sign may be subject to the approval of the Board.
- c. During the course of construction on a ~~lot~~Lot, a construction sign not more than four (4) square feet in size identifying the builder may be displayed on the ~~lot~~Lot. Such sign shall be promptly removed upon the issuance of a certificate of occupancy.
- d. Other signs, flags or banners may be displayed ~~if such signs, flag or banners are approved by the Board as to size, design, location and content.~~as follows:

1. Any sign, flag or banner specifically allowed in a, b, & c above and subject to the limitations therein.

2. Pursuant to Section 720.304, Florida Statutes, Owners may display flags subject to the following:

(i) An Owner may display, in a respectful manner and in accordance with any United States or Florida flag statutes or codes, up to two (2) portable, removable flags not larger than 4 ½ feet by 6 feet: The United States flag; the official flag of the State of Florida; a flag that represents the United States Army, Navy, Air Force, Marine Corps, Space Force, or Coast Guard; a POW-MIA flag; or as otherwise allowed by the Homeowners' Association Act as it may be amended from time to time.

3. One additional temporary sign connected with the sale of a home located in the rear of the property, subject to other provisions in "b" above.

4. Freestanding Flagpoles: Freestanding flagpole no more than twenty (20) feet high may be constructed on a Lot provided the flagpole does not obstruct sightlines or is not constructed within or upon an easement. The Owner may display in a respectful manner and in accordance with any United States or Florida flag statutes or codes, one (1) official United States flag, not larger than 4 1/2 feet by 6 feet, and may additionally display one (1) other flag permitted under paragraph 2(i) above. Such additional flag must be equal to in size or smaller than the United States flag. Any such flagpole must comply with all applicable building codes, zoning setbacks, and other applicable governmental regulations, including,

but not limited to, county noise and lighting ordinances and all setback and locational criteria contained in the governing documents. The design and location of permanent flagpoles requires Board approval prior to installation.

21.6.21 Animals. No livestock, horses, cattle, swine, goats, poultry or other animal or fowl not customarily regarded as a household pet (such as cats, dogs, fish, and small birds) shall be kept on any ~~lot~~Lot. No pet shall be permitted to roam outside except on a leash when outside the home or any approved enclosure. No animals may be bred for commercial purposes. Any such pets, whether from their number, disposition or otherwise, that cause, create or contribute to a nuisance or unreasonable disturbance or annoyance may be required to be permanently removed within ten (10) days of receipt of written notice from the Board to the Owner. FAILURE TO TIMELY PICK UP AND ADEQUATELY DISPOSE OF PET EXCREMENT SHALL BE CONSIDERED A NUISANCE AND UNREASONABLE ANNOYANCE HEREUNDER, AS SHALL REPEATED INCIDENTS OF BARKING OR HOWLING. ANY DOG OR OTHER PET THAT BEHAVES IN A THREATENING OR AGGRESSIVE MANNER TOWARD RESIDENTS OF THE COMMUNITY THEIR GUESTS SHALL BE CONSIDERED A NUISANCE AND AN UNREASONABLE ANNOYANCE HEREUNDER, AND MAY BE REQUIRED TO BE REMOVED PURSUANT TO THIS SECTION. ALL PET OWNERS SHALL BE FULLY RESPONSIBLE FOR THE ACTIONS OF THEIR PETS.

22.6.22 Leasing. Residencies may be leased or rented, provided that the entire residence only may be rented and not subdivided, subleased or sub-rented, and further provided that units may not be leased or rented for a term of less than ninety (90) consecutive calendar days, nor for a term of more than twelve (12) consecutive calendar months. Owners shall not be permitted to enter into a lease for their residences more than one (1) time in any calendar year. In the event that an ~~owner~~Owner wishes to renew or extend a tenant's lease that would result in a tenant occupying the residence for a period of more than twelve (12) consecutive calendar months, the prior written approval of the Association shall be obtained by the ~~owner~~Owner before such renewal or extension shall be permitted. In the event that a residence is leased, the occupancy thereof shall only be by the lessee, his or her family and guests. All tenants, occupants and guests shall be required to comply with all of the provisions of the Association's governing documents. Failure of a tenant, occupant, or guest to comply with the Association's governing documents may result in compliance proceedings against the ~~owner~~Owner and all tenants, occupants, and guests to the fullest extent permitted by the governing documents and Florida law. The prior written approval of the Association shall be obtained by the ~~owner~~Owner before any leasing or renting shall be permitted. The Board shall be provided with a copy of all executed leases.

(a) EXCEPT AS OTHERWISE MAY BE PERMITTED BY THE HOME SWAP PROVISIONS IN SECTION 6.24, OCCUPANTS THAT OCCUPY A HOME WHILE THE OWNER IS NOT SIMULTANEOUSLY OCCUPYING THE HOME ARE CONSIDERED TO BE TENANTS SUBJECT TO THE LEASING RESTRICTIONS AND APPROVALS CONTAINED HEREIN. THE BOARD SHALL HAVE THE AUTHORITY TO ALLOW EXCEPTIONS FOR CIRCUMSTANCES SUCH AS -HOUSE OR PET SITTING, ETC., AND SHALL HAVE THE AUTHORITY TO REQUIRE DOCUMENTATION TO ESTABLISH COMPLIANCE WITH THIS PROVISION.

(1) Hurricane and severe weather protection, as approved by the Florida Building Code (hereinafter collectively referred to as "Storm Protection"), shall be regulated as provided below and by rules and regulations established by the Board. All Storm Protection and hardware attached to the house, whether permanent or temporary, shall comply with the following standards and will be strictly enforced by the Association:

(a) The following types of Storm Protection may remain in the closed or installed hurricane/severe weather ready position on the front and/or sides of the house throughout the entire hurricane season from June 1 to November 30 each year, hereinafter referred to as the "Hurricane Season":

(i) Hurricane shutters, that are permanently attached to the house, and that can be opened and closed during times of severe weather, and further provided the shutters and hardware are painted in a color to match the house or trim color.

(ii) Removable horizontal or vertical panels that are affixed to hardware that is attached to the house, provided such panels are made of materials that are painted to match the house or trim color, or are made of clear, see-through materials designed and constructed for use as impact resistant hurricane protection.

(iii) Storm Protection made of fabric materials that are designed and constructed for severe weather protection purposes, provided such materials are of a color that is comparable, complimentary, or otherwise matches, as closely as possible, the house or trim color.

(iv) For periods of time outside the Hurricane Season, the Storm Protection described in this Section "a" shall be installed and removed in accordance with the time frames set forth below in Section "b".

(b) Hurricane shutters, fabric materials, or removable panels that are of the type that are attached directly to the structure or to hardware attached to the house, that are not described in Section "a" above may only be in the hurricane/severe weather ready position on the front and/or sides of the house when the National Hurricane Center has issued a Tropical Storm or Hurricane Watch or Warning for the Manatee or Sarasota County areas, and must be removed within fourteen (14) days following the lifting of the watch or warning. Such materials may not be closed or installed in a hurricane/severe weather ready position throughout the entire Hurricane Season.

(c) Temporary Storm Protection, such as plywood, or other materials that are not described in Sections "a" or "b" above, may be installed only when the National Hurricane Center has issued a Tropical Storm or Hurricane Watch or Warning for the Manatee or Sarasota County areas, and must be removed within five (5) days following

the lifting of the watch or warning. Such materials may not be closed or installed in a hurricane/severe weather ready position throughout the entire Hurricane Season or otherwise.

(d) No form of Storm Protection may remain in the hurricane/severe weather ready position for the entire year, and it may only be installed or closed during the period of time described above.

(e) Storm Protection for the rear of the house as described in Sections "a" or "b" above, may remain in the hurricane/severe weather ready position throughout the entire Hurricane Season, but not for the entire year. Temporary Storm Protection for the rear of the house as described in Section "c" above may only be installed during the time frame described in Section "c". Outside of the Hurricane Season, Storm Protection on the rear of the house shall be subject to removal in accordance with the time periods set forth in Sections "a", "b", and "c", as applicable.

(f) At any time of the year, when a tornado watch or other severe weather condition warning has been issued for the locality that reasonable warrants installation of Storm Protection, Storm Protection may be installed or closed into the hurricane/severe weather ready position, and must be removed within five (5) days following the lifting of the watch or warning.

(g) Owners who travel during the summer or ~~owner~~Owners that do not reside in the home for portions of the Hurricane Season are responsible for making arrangements to have their Storm Protection installed as permitted herein. The duty to make such arrangements and coordinate the installation and removal of the Storm Protection in a timely manner shall be the sole responsibility of the individual ~~owner~~Owners, and the Association assumes no obligation to facilitate the installation or removal of the Storm Protection, and assumes no obligation or liability in the event that timely installation and/or removal cannot be accomplished by the ~~owner~~Owner and/or the ~~owner~~Owner's tenants or agents.

(h) In the event that an ~~owner~~Owner wishes to install Storm Protection materials that are not contemplated or described by this provision, the Board of Directors shall have the authority to determine whether such materials are permissible.

6.24 Transient Occupancy Prohibited. No Lot shall be used for transient or hotel-type purposes. All such occupancies described in this paragraph shall be considered leases subject to the provisions herein unless such occupancy complies with any "guest" rules, regulations, or restrictions approved by the Board. Short-term use for occupancy, subletting, renting or leasing, hosting, or licensing for the purposes of short-term transient occupancy of all or any part of a Lot or individual rooms (whether overnight use or for a duration less than the minimum leasing term requirements contained in the Declaration) is prohibited. Any use of short-term vacation or hotel/motel websites or similar services (including but not limited to Airbnb, VRBO, realty/property management company websites, etc.), as advertised directly by the Owner or through third-party internet websites or media, or any other similar method is not permissible if

the advertisement fails to identify and require the minimum lease term in compliance with the Association's restrictions. Home swaps and other similar arrangements are considered leases regardless of whether money is exchanged for the right to use the home. All such arrangements shall be deemed to be leases regardless of the length of stay or regardless of how the Owner may describe the arrangement, and shall be subject to the minimum lease term and other leasing restrictions. Such Occupants shall not be considered to be "Guests" as may otherwise be permitted by rules and regulations.

(a) **Home Swaps.** Notwithstanding any provision to the contrary, an Owner may be permitted to enter into one (1) home swap per year, where the Owner allows occupation of the Lot in exchange for the right to occupy the home of the other party for a period of time. Only one (1) such home swap is permitted to be entered into each year, and any additional home swaps in a twelve-month period are subject to the transient occupancy and/or lease restrictions provided in this Declaration. The Board shall have the authority to require the Owner to provide adequate documentation to establish the home swap arrangement in advance of occupancy. The Board has the authority to adopt additional procedures for obtaining approval.

6.25 Nuisances. Nothing shall be done or permitted to be done or maintained, or failed to be done, on any Lot which may be or become an annoyance or nuisance to other properties or Owners in the Subdivision. Conduct or circumstances constituting a nuisance shall include but shall not be limited to: unreasonable sounds, lights, odors, smoke, visual appearances, or conduct or use of any property in the Subdivision caused or committed by any Owner, occupant, tenant, guest, or their vehicles, musical instruments/stereos/televisions, pets, or other conditions that become an unreasonable annoyance, or otherwise unreasonably interfere with the peaceful possession and proper use of the property by residents or guests.

6.26 Pools. No above-ground swimming pool shall be permitted at any time anywhere within the Subdivision. This provision shall not be deemed to prohibit hot tubs, therapy pools and hydra spas when they are incorporated into improvements and approved after Architectural Review by the Board.

6.27 Obligation to Rebuild/Clear. In the event any dwelling structure upon a Lot shall be substantially damaged or destroyed, it shall be the obligation of the Owner of such Lot to repair, rebuild or reconstruct the improvements as soon after such casualty as may be practical. As soon as practical after damage or destruction, the Lot Owner shall cause to be removed all debris and portions of the improvements that cannot be preserved for incorporation into the replacement structure. All dangerous conditions shall be removed immediately. All debris shall be removed from the Lot no later than thirty (30) days after the date upon which the casualty occurs. Upon written application of an Owner, any of the time periods set forth in this Section may be extended by the Board for good cause. All such repair, replacement and reconstruction shall require architectural review as provided herein.

ARTICLE VII MAINTENANCE OF LOTS

~~1. — Nuisances. Nothing shall be done or permitted to be done or maintained, or failed to be done, on any lot which may be or become or annoyance or nuisance to other properties or owners in the subdivision. In the event of a dispute or question as to what may be or become a nuisance, such dispute or question shall be submitted to the Board which shall render a decision in writing and such decision shall be dispositive of such dispute or question.~~

2.7.1 Maintenance of Lots and Landscaping. No weeds, underbrush or other unsightly growth shall be permitted to grow or remain uncut or unmowed upon any ~~lot~~Lot, and no refuse pile or unsightly objects shall be allowed to be placed or remain anywhere thereon. Periodic landscaping required to be performed on each Lot to ensure an acceptable appearance include but are not necessarily limited to mowing, weeding, edging, and blowing debris. The ~~owner~~Owners of the ~~lot~~Lots in the ~~subdivision~~Subdivision shall be responsible for the maintenance of all areas located between their respective ~~lot~~Lot lines and the pavement of the streets providing access to said ~~lot~~Lots. All ~~owner~~Owners shall maintain their hedges, plants, lawns and shrubs in a neat and trim condition at all times. The ~~owner~~Owners of the ~~lot~~Lots abutting lakes or ponds shall be responsible for the maintenance of said ~~lot~~Lots to the water's edge.

3.7.2 Maintenance of Improvements. Owners shall maintain their residences and all other improvements, including, without limitation, walls, fences, screen enclosures, driveways and accessory structures, in good appearance and safe condition, and the repair of any damage, deterioration or evidence of wear and tear on the exterior of any building shall be made promptly.

4.7.3 Boarding up Residences. Dwellings may be boarded up or otherwise have severe weather protection installed on the windows to the extent provided by Article VI, Section 6.23. The Board shall adopt storm protection standards as may be required by the Homeowners' Association Act as it may be amended from time to time.

5.7.4 Annual Mowing Fee. In order to ~~insure~~ ensure that unimproved ~~lot~~Lots do not become overgrown with weeds and other vegetation, the Board shall provide for the periodic mowing of all such ~~lot~~Lots. Owners of unimproved ~~lot~~Lots shall reimburse the Association the cost of mowing each time the ~~lot~~Lots are mowed, which shall be an individual assessment against the Lot, collected in the same manner of regular assessments. The amount of the mowing fee shall be determined between the Board and the provider of the mowing service. Any mowing fee which is not paid within thirty (30) days of the billing date when due shall be subject to a late charge of five percent (5%) and shall bear interest from the due date until paid at the ~~maximum rate for individuals permitted by law~~ rate of up to eighteen percent (18%) per annum. As used herein, "unimproved lot" means a ~~lot~~Lot on which no bona fide construction of a dwelling has been commenced or completed at the time that ~~lot~~Lot is mowed.

6.7.5 Maintenance and Repair Authority by the Association. In the event any ~~owner~~Owner shall fail or refuse to maintain his or her residence, ~~lot~~Lot or other improvements situated on said ~~lot~~Lot in full compliance with these restrictions, the Board shall have the authority to take remedial action to correct any such deficiencies. Such authorities shall include the right of reasonable access to the premises, and any such entry by the Board or its duly authorized agents shall not be deemed to be a trespass. The expense of any such repairs or maintenance shall be chargeable as an assessment against the Lot to and paid by the ~~owner~~Owner to the Association within thirty (30) days after submission of a bill thereof. If any such bill is not paid when due, a late charge of five percent (5%) shall be added to the bill and interest shall accrue thereon from

the due date until paid of up to eighteen percent (18%) per annum~~the maximum rate for individuals permitted by law.~~ Notwithstanding the Association's right of access to a Lot to perform maintenance when an Owner fails or refuses to do so, the Board may determine that access to perform the work may be dangerous, unsafe, or impractical under the circumstances of the particular violation and, in its sole discretion and after exercising reasonable business judgment, determine that such access is not feasible and not an adequate remedy at law. In the event that the Owner of the Lot has indicated an objection to such entry or that entry will be prevented and/or challenged, or for any of the reasons described above, this right of access and self-help shall not be available to be exercised by the Board. In such cases, the Association is free to pursue legal action in court for damages and/or injunctive relief.

7.6 Maintenance Standards. The Board may, from time to time, adopt and promulgate reasonable maintenance standards for the maintenance of Lots and improvements in the Subdivision.

7.7 Insurance by Association. The Association shall obtain and continue in effect as a Common Expense liability insurance in amounts deemed necessary by the Board. The Board shall also maintain fidelity bonds or insurance for all persons handling or responsible for the Association's funds. The insurance policy or fidelity bond must cover the maximum funds that will be in the custody of the Association or its management agent at any one time. As used in this subsection, the term "persons who control or disburse funds of the Association" includes, but is not limited to, persons authorized to sign checks on behalf of the Association, and the President, Secretary, and Treasurer of the Association. The premiums on such bonds shall be paid by the Association as a common expense. The Board shall have the authority to maintain such other insurance in such other amounts and coverages as the Board shall from time to time determine to be appropriate and desirable.

7.8 Owner's Insurance. Each Owner shall be responsible for obtaining and maintaining in effect all casualty and liability insurance with respect to such Owner's Lot as the Owner may from time to time determine. The Association shall not obtain any such insurance on behalf of an Owner, nor shall the Association insure the Lots in any manner.

ARTICLE VIII EASEMENTS

8.1 Perpetual easements for the installation and maintenance of utilities and drainage facilities are hereby reserved unto the Association over all utility and drainage easement areas shown on the plat of the ~~subdivision~~Subdivision. A perpetual easement ~~ten~~(10) feet in width over and under each ~~lot~~Lot in the ~~subdivision~~Subdivision for the installation and maintenance of utilities, street lights and sidewalks is hereby served unto the Association along such portion of each ~~lot~~Lot line as abuts a street. Perpetual easements for the installation and maintenance of walls, fences, hedges, plantings and landscaping are hereby reserved unto the Association over all planting strip easement areas shown on the plat of the ~~subdivision~~Subdivision. The easement area of each ~~lot~~Lot and all improvements located within it shall be maintained continuously by the

~~owner~~Owner of the ~~lot~~Lot, except for those improvements for which the Association, public authority, or utility company is responsible. No drainage easement or swale may be obstructed, filled in or altered. Any walls, fences, paving, landscaping or other improvements constructed, placed or planted by a ~~lot~~Lot ownerOwner over the easement areas of his ~~or her~~ lotLot may be removed, if required, for the installation or maintenance of improvements of facilities related to the purpose for which the easement was reserved, at the expense of the ~~lot~~Lot ownerOwner, and the ~~lot~~Lot ownerOwner shall be required to replace the same. The Association reserves a ten (10) foot wide perpetual non-exclusive easement along the side and rear of ~~lot~~Lots 23 through 33 which abut the retention pond within Misty Oaks for the maintenance of the water quality and aquatic weed control.

ARTICLE IX RESUBDIVIDING

9.1 No ~~lot~~Lot or contiguous group of ~~lot~~Lots shall ever be resubdivided or replatted in any manner which would bring about a greater number of ~~lot~~Lots than that shown on the plat of the ~~subdivision~~Subdivision for the same area. No dwelling or other structure or improvements shall be erected, altered, placed or permitted to remain on any site that does not include at least one (1) platted ~~lot~~Lot according to the recorded plat of the ~~subdivision~~Subdivision. Any such ~~lot~~Lot may be combined with contiguous ~~lot~~Lots or parts thereof to form a single building site. In the event that more than one (1) ~~lot~~Lot is developed as a building site, the provisions of these restrictions shall apply thereto as if it were a single ~~lot~~Lot; provided, however, that the combination of two (2) or more ~~lot~~Lots, or parts thereof, shall not alter the liability of any such ~~lot~~Lot for its share of assessments levied by the Association. If a ~~lot~~Lot is divided and the parts thereof added to other ~~lot~~Lots, the share of such ~~lot~~Lot for voting rights and for assessments levied by said association shall be prorated among adjoining ~~lot~~Lots on the basis of square footage.

ARTICLE X VARIANCES

10.1 The Board of Directors, representing the Association, does not have the authority to grant waivers to ~~these Declarations of Restrictions, the use restrictions contained in this Declaration, except that if it is determined that a circumstance unique to such Lot, such as topography or shape of the Lot, prevents an Owner from enjoying use of his or her Lot to the extent that others in the community can enjoy, the Board has the authority to grant exceptions to the private setback/encroachment restrictions contained in this Declaration of Restrictions. However, all construction must comply with all applicable county setback requirements.~~

ARTICLE XI ENFORCEMENT ~~ASSIGNMENT BY DEVELOPER~~

~~Developer may from time to time assign any or all of its rights, title, interest, easements, powers, duties, obligations and privileges reserved hereunder to Misty Oaks Owners Association Inc., or to any other corporation, association or person.~~

11.1 Legal Action and Attorney's Fees. In the event of a breach of any of the covenants or restrictions contained herein, the Association and persons owning real property

subject to these restrictions shall have the right to take any action or prosecute any proceedings provided for by law or equity. In the event any action is instituted to enforce or construe the provisions contained in this Declaration, the party prevailing in such action shall be entitled to recover from the other party thereto as part of the judgement a reasonable attorney's fees and the costs of such legal action, including paralegal fees, at all trial and appellate courts.

11.2 Fines.

(a) Upon lack of compliance of an Owner, guest, family member, tenant or invitee, the Board may, in addition to all other available remedies, impose a fine upon Owner, and/or the Owner's tenants, guests, or invitees, pursuant to the procedures adopted by the Board and in accordance with the Homeowners Association Act as it may be amended from time to time.

(b) The Board shall determine the amount of the daily fine to be proposed for violations. A fine may not exceed \$100.00 per violation (unless a higher amount is allowed by the Homeowners' Association Act as it may be amended from time to time and approved by the Board), and may be levied for each day of a continuing violation, with a single notice and opportunity for a hearing as required by the Homeowners' Association Act as it may be amended from time to time. The committee may hold the hearing by telephone or other electronic means. A fine may not exceed \$1,000.00 in the aggregate unless allowed by the Homeowners' Association Act as it may be amended from time to time and approved by the Board. Unless otherwise provided by the Homeowners' Association Act as it may be amended from time to time, the defaulting person shall be entitled to a hearing before a fining committee appointed by the Board, which shall be made up of at least three (3) Association Members, who shall not be members of the Board, Officers, employees of the Association, or the spouse, parent, child, brother, or sister of an Officer, Director, or employee. Committee members serve at the pleasure of the Board. If the committee, by a majority vote, does not vote to confirm the fine levied by the Board, it may not be imposed. A fine shall become a lien against a Lot to the fullest extent permitted by the Homeowners' Association Act as it may be amended from time to time. The committee shall notify the Owner of the committee's findings in writing within seven (7) days after the hearing.

(c) The Board shall have the authority to adopt policies and procedures regarding the fine structures and amounts, for providing notice, and for the manner in which hearings are to be conducted. Such policies and procedures may be reviewed and updated from time to time as determined necessary by the Board.

11.3 No Waiver. Failure by the Association to enforce any such provision shall in no event be deemed a waiver of the Association's right to enforce later violations.

11.4 Mediation of Certain Disputes. Certain disputes regarding use restrictions and covenant enforcement, and as otherwise may be required by law, are subject to pre-suit mediation pursuant to Section 720.311, *Florida Statutes* as it may be amended from time to time.

ARTICLE XII
ASSESSMENTS BY MISTY OAKS OWNERS ASSOCIATION, INC.

1.12.1 Annual Assessments. The Association shall have the right to levy an annual assessment against all ~~lot~~ Lots in this ~~subdivision~~ Subdivision, in such amounts as may be deemed appropriate by said Association's Board of Directors for the management and operation of the Association and for the general purposes and objectives of the Association as set forth herein and in its Articles of Incorporation and ~~Bylaws~~ By-Laws.

2.12.2 Special Assessments. The Board shall have the right to levy special assessments from time to time against the ~~lot~~ Lots in the event the budget adopted for any fiscal year is insufficient to pay the costs and expenses of operations, maintenance and management; in the event of emergencies; or in the event the Association's reserves are insufficient to cover expenditures for capital improvements or replacements. All special assessments of an amount greater than twice the annual assessment (excluding ~~lot~~ Lot-specific fees, which includes, but is not limited to: cable TV/~~internet~~ (if any), lake maintenance, vacant ~~lot~~ Lot mowing, etc.) must be approved by a vote of more than fifty percent (50%) of the ~~member~~ Owners.

3.12.3 Assessments Levied Pro Rata. All assessments, whether annual or special, shall be on the basis of 1/66 per ~~lot~~ Lot so that each ~~owner~~ Owner of a ~~lot~~ Lot shall bear an equal pro rata share of the expenses of the Association. Notwithstanding the foregoing, individual assessments imposed against a specific Lot for enforcement or compliance associated with that Lot are only chargeable against the particular Lot.

~~4. Payment of Assessments. Procedures for the adoption of an annual budget, mailing of notices of the annual assessment, and collection of such annual assessments shall be as set forth in said Association's Articles of Incorporation and By-Laws. Payment of any special assessment levied by the Board shall be due upon 30 days written notice thereof on the date and in such instalments as the Board may specify. Any assessment, whether annual or special, which is not paid when due shall be subject to a late charge of 5% and shall bear interest from the due date until paid at the maximum rate for individuals permitted by law.~~

12.4 Creation of the Lien and Personal Obligation of Assessments. Each Owner of any Lot acquiring ownership interest, whether by deed, inheritance, other conveyance or otherwise, whether or not it shall be so expressed in any such deed or other instrument, shall be deemed to covenant and agree to pay to the Association all regular or special assessments made in accordance with this Declaration, the Articles of Incorporation and Bylaws of the Association. All such assessments shall be fixed, established and collected from time to time as hereinafter provided. The assessments, together with interest thereon, late charges, attorney's fees and court costs, and other costs of collection thereof, as hereinafter provided, shall be a charge on the land and a continuing lien upon the Lot against which each such assessment is made. A Lot Owner is jointly and severally liable with the previous Lot Owner for all unpaid assessments and other amounts that came due up to the time of transfer of title. This liability is without prejudice to any right the present Lot Owner may have to recover any amounts paid by the present Owner from the previous Owner. Each such assessment, together with such interest, late charges, costs and attorney's fees, shall also be the personal obligation of the Owner of such Lot at the time when the assessment fell due, and shall remain the personal obligation of such Owner

notwithstanding that such Owner may no longer own the Lot. The Association may record in the Public Records of Manatee County, Florida, a "Notice of Lien" setting forth amounts claimed due the Association as to any one or more Lots. The execution and recording of such a notice shall not, however, be required in order for the continuing lien for assessments to be valid.

12.5 Reserves. The Association may establish reserve accounts funded from Regular Assessments in reasonable amounts and in such categories as are determined by the Board for deferred maintenance and repair, emergency repairs as a result of the casualty, recurring periodic maintenance or initial cost of any new service to be performed by the Association.

12.6 No Offsets. All assessments shall be payable in the amount specified by the assessment and no offsets against such amount shall be permitted for any reason, including without limitation, a claim that the Association is not properly exercising its responsibilities and authorities as provided in this Declaration.

12.7 Rights of Mortgagees. The liability of a first mortgagee for amounts that may have accrued with respect to a Lot prior to the first mortgagee obtaining title shall be limited only to the extent required by applicable the Homeowners' Association Act as it may be amended from time to time. Unless otherwise set forth in the Homeowners' Association Act as it may be amended from time to time, the liability of a first mortgagee who acquires title to a parcel by foreclosure or by deed in lieu of foreclosure for the unpaid Assessments that may have come due before the first mortgagee's acquisition of title shall be the lesser of the unpaid Common Expenses and Regular or Special Assessments that may have accrued or become due during the twelve (12) months immediately preceding the acquisition of title, or one percent (1%) of the original mortgage debt. This limitation applies only if the first mortgagee filed suit against the parcel Owner and initially joined the Association as a defendant in the mortgage foreclosure action. Nothing contained herein shall, however, relieve an Owner from responsibility for such unpaid assessments for the period of time he or she owned such Lot.

12.8 Late Fees and Interest. In addition to recovering the amount of the original assessment(s), the Association shall also be entitled to recover accrued interest as may be determined by the Board up to eighteen percent (18%), a late fee for each delinquent installment in the greater amount of five percent (5%) of the delinquent assessment installment or Twenty-five Dollars (\$25.00), unless a higher amount is permitted by the Homeowners' Association Act as it may be amended from time to time and approved by the Board, and costs and reasonable attorney's fees incurred incident to the collection of the delinquent assessment. All such assessments, interest, late fees, costs and attorneys' fees shall be secured by the Association's claim of lien.

12.9 Lien Rights. The Association has the right to file and foreclose a lien against the Owner(s) property and/or seek a personal money judgment against the Lot Owner. The lien shall be filed in the Public Records of Manatee County, Florida and a copy thereof mailed to each Owner at his or her last known mailing address. The Association's lien shall relate back to the time of recording of the original Declaration in the public records. As a condition to bringing an action at law or for foreclosure of a lien, the Association shall provide all statutory notices as required by the Homeowners' Association Act as it may be amended from time to time, and first record a Notice of Lien among the Public Records of Manatee County, Florida. If such assessment, together with interest and costs attendant thereon, is not paid in full within the time deadlines set forth in the statutory notices, then thereafter the Association may bring suit at law

for damages or foreclose its lien in the same manner as a foreclosure of a mortgage, or both. Upon the timely payment or other satisfaction of all delinquent assessments specified in a Notice of Lien and all other assessments which have become due and payable with respect to the Lot as to which such notice was recorded, together with such interest, late charges and attorney's fees as may be applicable pursuant to this Declaration, the Association shall record a release of the lien.

12.10 Tenant Rent Demand. In addition to the collection authority provided herein and in accordance with the Homeowners' Association Act as it may be amended from time to time, if a home is occupied by a tenant and the Owner is delinquent in paying any monetary obligation due to the Association, the Association may make a written demand that the tenant pay to the Association the subsequent rental payments, and continue to make such payments until all monetary obligations related to the Lot have been paid in full. The tenant must pay the rent directly to the Association until the Association releases the tenant from payment or the tenant discontinues tenancy in the dwelling. The tenant rent demand procedures shall comply with the requirements of the Homeowners' Association Act as it may be amended from time to time. In the event that a tenant should fail to make the payments, the Association may issue notice and sue for eviction under applicable law, but the Association is not otherwise considered a landlord under the law and has no obligations as a landlord.

12.11 Suspension of Voting Rights for Delinquency. In addition to the foregoing remedies, the Board may also suspend the voting rights of any Member for the nonpayment of any monetary obligations that are delinquent in excess of ninety (90) days. The Lot which has had its voting rights suspended shall be subtracted from the total number of voting interests for the Lots in the Association, which shall be reduced by the number of suspended Lots when calculating the total percentage or number of all Lots available to take or approve any action, and the suspended Lots shall not be considered for any purpose, including, but not limited to, the percentage or number of Lots necessary to constitute a quorum, the percentage or number of Lots required to conduct an election, or the percentage or number of Lots required to approve an action under applicable law or pursuant to the Association's governing documents. No hearing is required for suspension of voting rights, but such suspension shall be approved by the Board at a duly noticed Board meeting, and the Board shall provide written notice to the Owner regarding the suspension. The suspension ends upon full payment of all monetary obligations due or overdue to the Association.

ARTICLE XIII

~~LIEN RIGHTS OF MISTY OAKS OWNERS ASSOCIATION, INC.~~

~~1. In the event any owner fails or refuses to pay when due membership fee, mowing fee, cable fee, or other legitimate expense billed to him by the Board or any assessment levied by the Board against his lot, the Board shall have the right to file a Claim of Lien against any lot or lots in this subdivision owned by such owner. Said Claim of Lien shall be filed in the Public Records of Manatee County, Florida, and a copy thereof shall be mailed to such owner at his last known mailing address. If such lien is not paid within ten days after the filing thereof, the Association shall have the right to foreclose the lien in the same manner as a mortgage or mechanic's lien foreclosure or in such other manner as may be permitted by law. In addition to recovery of the amount of the unpaid fee, expense or assessment, the Association shall be~~

~~entitled to recover from the owner of any late charges and interest due thereon and all costs, including reasonable attorney's fees (including attorneys' fees for appellate proceedings), incurred in preparing, filing and/or foreclosing the lien, and all such costs, late charges, interest and fees shall be secured by said lien.~~

~~2. Costs associated with filing and/or foreclosing a lien against a lakeside owner for failure or refusal to pay a lake maintenance fee shall be borne by the lakeside owners.~~

ARTICLE XIV ENCLOSED RETENTION POND WITHIN MISTY OAKS

~~1.14.1~~ **Maintenance of Enclosed Retention Pond.** It is the responsibility of each ~~lot~~Owner whose ~~lot~~Owner is located on the enclosed retention pond to maintain that lake is within the area of his ~~or her~~ lot as may be outlined on plat maps. To facilitate the management of lake maintenance, ~~the Board shall have the authority, but not the obligation, to appoint an advisory~~ a Lake Maintenance Committee ~~shall be established whose Chairman shall be appointed by the President, Misty Oaks Owners Association, from among the lakeside owners.~~ The Lake Maintenance Committee Chairman, ~~if such committee is established,~~ shall be responsible for ~~reporting to the Board regarding the coordination, and control of,~~ the water quality and control of aquatic weeds and other necessary lake maintenance activities. ~~If the Lake Maintenance Committee Chairman is not an elected member of the Board, he shall attend Director meetings only with the advance agreement of the President but shall not participate in any non-lake Board activity. He shall determine lake maintenance costs as an item for the annual budget. The Treasurer shall collect lake maintenance fees from lakeside lot owners only and shall maintain separate accounting for the collection and disbursement of monies from this account. Individual lakeside lot owners shall maintain appropriate insurance for any potential liabilities.~~

~~2.14.2~~ **Motorized Crafts.** No motorized crafts shall be permitted in any lake or pond.

ARTICLE XV COMPLIANCE WITH LOCAL ZONING CODE AND LAND DEVELOPMENT

Pursuant to the Manatee County Comprehensive Zoning and Land Development Code (the "Code"):

(a) A right of entry upon the Common Area and to the Misty Oaks emergency egress located between ~~lot~~Lots 21 and 22 is hereby granted to Manatee County law enforcement officers, health pollution control personnel, emergency service personnel and fire fighting personnel while in pursuant of their duties.

(b) 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.

(c) No lands in the common area shall be denuded, defaced or otherwise disturbed in any manner at any time, except for maintenance or repair, without the prior written approval of the Manatee County Planning and Development Director.

(d) In the event the Association or any successor organization shall fail to maintain the common area in reasonable order and condition, the provision of the Code allow Manatee County, upon noticed hearing, to enter upon the common area for purposes of maintaining same. Such entry shall not vest the public with a right to use the common area. The costs of maintenance by the county shall not vest the public with a right to use the common area. The costs of maintenance by the county shall be assessed pro-rata against the ~~lot~~Lots and shall be a charge on the ~~lot~~Lots. Such charges shall be paid by the ~~owner~~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.

ARTICLE XVI GENERAL PROVISIONS

4-16.1 **Duration.** The covenants and restrictions of the Declaration shall run with the title to each of the ~~lot~~Lots in this ~~subdivision~~Subdivision and shall inure to the benefit of and be enforceable in accordance with its terms by the Association, or the ~~owner~~Owner of such ~~lot~~Lots, and their respective legal representatives, heirs, successors and assigns, for a term of twenty-five (25) years from the date hereof, after which time said covenants and restrictions shall automatically be extended for successive periods of twenty-five (25) years each unless prior to the commencement of any such twenty-five (25) year period an instrument signed by the then ~~owner~~Owners of more than fifty percent (50%) of the ~~lot~~Lots in the ~~subdivision~~Subdivision terminating said covenants and restrictions in whole or in part has been recorded.

~~2. Remedies for Violation.~~ The violation or breach of any condition, covenant or restriction herein contained shall give the Board, or any lot owner, in addition to all other remedies provided herein or by law, the right to such condition, covenant or restriction and to prevent the violation or breach of any of them, and the costs of such violation if such proceedings result in a finding that such owner was in violation of these covenants and restrictions. Such costs shall include reasonable attorneys' fees, including attorneys' fees for appellate proceedings, incurred by the Association but not attorneys' fees incurred by any lot owner in bringing an action against another lot owner. Failure by the Board or any lot owner to enforce any of said covenants and restrictions upon breach thereof, however long continued, shall in no event be deemed a waiver of the right to do so thereafter with respect to such breach or with respect to any other breach occurring prior to or subsequent thereto. Failure of an Owner, tenant, guests or invitee to comply with such restrictions, covenants or rules and regulations shall be grounds for immediate action which may include, without limitation, an action to recover sums due for damages, injunctive relief, or any combination thereof, all to the extent of the Owner or violating party's liability under applicable law. Is it the Association's absolute right to elect the most appropriate remedy to enforce any violation. The Association is not required to have a hearing prior to initiating a court action to enforce any violation, except to the extent required by law. The Association shall have the right to assess fines, suspend the violating party's rights of use of Common Area(s) as further proved herein, and/or suspend voting privileges to the maximum extent permitted by law. The Association shall also have the right to disconnect cable TV service, contracted for by the Association, if any fails or refuses to pay assessments or fines. The Association shall have the

~~authority to promulgate fining procedures, and to appoint fining committee when the Board determines that a fine is deemed appropriate. A committee of three (3) member constituted for the purpose of levying and imposing such fines, shall be impartial, and shall be unanimous in order for a fine to be imposed on a member. Copies/transcripts of all correspondence between the Association (including the Board) and the violating party(s) (including but not limited to, written, verbal, electronic media, etc.) shall be provided to the fining committee. Such fines shall be due as set forth by the Board of Directors. Fines shall be levied in amounts not to exceed One Hundred Dollars (\$100.00) per day per violation, as each violation may be defined by the Board of Directors by duly adopted rule from time to time. A fine may be levied on the basis of each day of a continuing violation with a single notice and opportunity for hearing. The Association's fine for each specific violation with a single notice and opportunity for hearing. The Association's fine for each specific violation shall not exceed the lesser of One Thousand Dollars (\$1,000.00) in the aggregate or a maximum total fine not exceeding twice the reasonable estimated cost to remedy the violation and shall be so stated in the fining notice or the maximum aggregate amount permitted by Florida Statute. Violating parties shall be given verifiable notice of any required hearing as required by Florida Statutes. No purely punitive fines shall be levied.~~

3.16.2 Severability. Invalidity of any covenants and restrictions herein contained by stipulation, agreement, judgement or court order shall in no way affect the other provisions hereof, which other provisions shall remain in full force and effect.

4.16.3 Amendment.

(a) This Declaration may be amended at any time and from time to time upon the recordation of an instrument executed approved by more written approval of not less than fifty percent (50%) a majority of the member Owners. It may be approved via ballot, written consent, or limited proxy.

(b) Proposals to amend existing provisions of the Declaration shall contain the full text of the provision to be amended. New words shall be inserted in the text and underlined, and words to be deleted shall be lined through with hyphens. However, if the proposed change is so extensive that this procedure would hinder rather than assist understanding, a notation must be inserted immediately preceding the proposed amendment saying "SUBSTANTIAL REWORDING OF DECLARATION. SEE PROVISION..... FOR PRESENT TEXT."

(c) The Association shall record a copy of each Declaration amendment in the Public Records of Manatee County, Florida along with a certificate of amendment executed by an officer of the Association with the formalities of a deed.

5.16.4 Usage. Whenever used herein the singular shall include the plural and the use of any gender shall include all genders.

16.5 Document Conflict. If any conflict should exist or arise in the Association's governing documents, the provisions of the governing documents shall control in the following order: (1) Declaration of Restrictions, (2) Articles of Incorporation, (3) By-Laws/Bylaws, and (4) Rules and Regulations.

CERTIFICATE OF AMENDMENT

The undersigned officer of the Misty Oaks Owners Association, Inc., a Florida not-for-profit corporation, hereby certifies that the Amended and Restated Declaration was approved and 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 _____ day of _____, 2024.

Misty Oaks Owners Association, Inc.

Witnesses (2) to President's Signature:

Witness #1: Sign: _____

Print Name: _____

Address: _____

Signed by: _____, as President

Print President's Name: _____

Witness #2: Sign: _____

Print Name: _____

Address: _____

STATE OF FLORIDA
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization this _____ day of _____, 2024, by _____, as President of the Misty Oaks Owners Association, Inc., who is personally known to me or has produced _____ as identification.

Notary Public, State of Florida

Print Name: _____

Date: _____

My Commission Expires: _____