

Rules and Regulations
Country Oaks Homeowners Association Inc.

Order: VWMXDBQQM
Address: 4907 82nd Pl E
Order Date: 09-29-2026
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HOMEOWNERS ASSOCIATION

ARTICLE IV
COVENANTS AND RESTRICTIONS

The following covenants and restrictions shall apply to all "Single Family" Lots and "Single Family Cluster" Lots as designated on the General Plan of Development, within COUNTRY OAKS, PHASE ONE, and to all such Lots in any additional phases that may be subjected to this Declaration. The primary purpose of these covenants and restrictions is the creation and maintenance of a community which is aesthetically pleasing as well as functionally convenient.

Section 1. USE: No Lot, parcel of land or Unit within the Property may be used for any purpose other than solely and exclusively for single-family residential purposes, or for recreational purposes associated with such residential use. Nothing contained herein shall prevent an Owner from leasing a residence subject to the conditions and covenants contained in this Declaration.

Section 2. NUISANCE: No activity may be indulged in or permitted upon any Lot, parcel of land or Unit within the Property which may constitute or become a nuisance to the other Owners.

Section 3. LAW: No use may be made of any Lot, parcel of land or Unit within the Property which violates any Federal, State or local laws, ordinances or regulations.

Section 4. ANTENNAS: There shall not be permitted or maintained any type of radio, television or other communication system antenna on any exterior portion of the structures, nor shall any such antenna be permitted or maintained inside a structure which emanates or creates radio or television reception interference with any neighboring residences. Provided however, that this provision shall not apply to the Declarant and/or the Association with respect to the installation of equipment necessary for a master antenna system, cable T.V. system or other similar systems within the Property.

Section 5. HAZARDS: Owners may not permit or allow to persist any activity or condition upon or within any Lot, parcel of land or Unit within the Property which will result in any fire or health hazard or which results in increased insurance rates for other Owners or with respect to the Common Areas. No

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burning of trash, refuse or garbage shall be permitted on any Lot, parcel of land or Unit within the Property.

Section 6. ANIMALS: No animals, livestock or poultry of any kind may be bred, raised or kept for commercial purposes on or in any Lot, parcel of land or Unit within the Property. House pets may be kept provided the same do not become a nuisance to other residents. Exposed excrement on Lots, lawns or streets shall be considered a nuisance. All pets must be secured by a leash or lead when the same are outside of a residence or permitted enclosed area for the maintenance and confinement of pets.

Section 7. SIGNS: No signs of any type shall be displayed to public view on any Lot, parcel of land or Unit within the Property except as follows:

(A) One (1) non-illuminated ground sign of no more than four feet (4') in height nor four (4) square feet in area advertising a Lot, parcel of land or Unit for sale or lease;

(B) one (1) sign of not more than one (1) square foot may be used to designate the name of the resident;

(C) on unsubdivided parcels of land, if any, one (1) non-illuminated ground sign not exceeding eight (8) feet in height, nor an area of more than twenty-four (24) square feet may be used for advertising Lots or Units within such parcel during the construction and sales period;

(D) on parcels of land upon which separate projects within COUNTRY OAKS are developed, if any, no more than one (1) identification sign may be displayed for the entryway to the parcel upon development, and any such sign shall contain only the name of the development and shall be limited to a maximum of twenty-four (24) square feet of lettering;

(E) the Declarant or the Association may grant to developers the authority to utilize "Model Home" signs, provided however, any such signs shall be used only with the prior written consent of the Declarant or the Association which consent will not be unreasonably withheld.

Section 8. UNSIGHTLY OBJECTS: Each Owner shall prevent the development of any unclean, unsightly or unkept conditions of structures or grounds on or about the Lot, parcel of land or Unit, which shall decrease the beauty of the neighborhood. No laundry, garments or other unsightly objects may be hung outside of a dwelling, nor may any trash, rubbish, refuse or garbage be allowed to accumulate other than in appropriate receptacles which shall be hidden from view. No unsightly weeds, underbrush or growth shall be permitted to grow or remain on any Lot or parcel, all of which shall be kept mowed and clear of debris and excessive and unsightly vegetation by the Owners thereof. Failure to maintain lawns and landscaping shall be deemed to impair the value of the other Lots, parcels of land and Units within the Property and to be hazardous to the health and welfare of the residents. In the event of failure of any Owner to comply with this provision upon demand by the Declarant or the Association, the Declarant or the Association may enter

upon the Lot or parcel in violation and remedy the condition by mowing, removing weeds, underbrush or refuse or taking such other action as may be required. Such action shall be permitted and shall not constitute a trespass. The cost thereof shall be paid by the Owner, failing which the same shall become a lien on the Lot or parcel, collectable in the same manner as delinquent maintenance payments as hereinafter specified.

Section 9. WELLS: No private water wells may be drilled within the Property except by the Declarant, without the prior written approval of the Declarant.

Section 10. OBSTRUCTIONS: Owners of Lots, parcels of land or Units may not obstruct roads or other common ways of ingress and egress or easement areas or Common Areas. No Owner may utilize any portion of the Common Areas in a manner which abridges the equal rights of the other Owners.

Section 11. PARKING: No commercial vehicles, trucks, buses, vans, boats, campers, mobile homes, motor homes or other vehicles or equipment, with the exception of non-commercial private automobiles of Owners may be parked, stored or maintained on or about any Lot, parcel of land or Unit or in any common area exposed to the view of residents. Service vehicles during the time they are actually serving Owners, the Declarant or the Association and the mooring of boats alongside permitted docks or wharfs on lakeside Lots shall not be deemed to be in violation of this provision. In the event of a dispute as to the type of vehicle involved the State of Florida Vehicle Registration shall control. The Declarant or the Association shall have the right to cause any vehicles in violation of this provision to be towed away with the costs to be borne by the vehicle owner or the violator.

Section 12. TEMPORARY STRUCTURES: No temporary structures or out buildings of any type shall be permitted or maintained upon any Lot or parcel of land except those utilized by contractors in connection with construction of residences thereon and permitted by the Declarant. Such permitted temporary structures may not at any time be used as residences or permitted to remain on the Property after completion of construction.

Section 13. TREES: No trees measuring six (6) inches or more in diameter at a point two (2) feet above ground level may be removed without the written approval of the Declarant. Approval for the removal of trees located within ten (10) feet of a residence or within ten (10) feet of the site for the construction thereof will be granted unless such removal will substantially decrease the beauty of the Property.

Section 14. SUBDIVIDING LOTS: No "single family" Lot nor "single family cluster" Lot as the same are referred to on the General Plan of Development shall at any time be sold or transferred other than in its entirety, as a whole Lot. The foregoing shall not, however, prevent:

1. An Owner of a vacant Lot from conveying part of the same to one adjoining side Lot Owner and the remaining portion of the Lot to the other adjoining side Lot Owner, provided both such conveyances are made concurrently, or
2. an Owner of two (2) or more contiguous Lots from conveying part of one (1) to an adjoining side Lot Owner, provided the

ownership of the land retained shall have a frontage and total area of not less than one (1) of the whole Lots originally owned.

In the event a portion of any Lot shall once be conveyed as permitted under Subparagraphs (a) or (b) above, the portion of a Lot so conveyed and the adjoining Lot owned by the Grantee thereof shall together thereafter be deemed to constitute one (1) Lot, and in the case provided in Subparagraph (b), the portion of a Lot retained and the adjoining whole Lot shall together thereafter be deemed to constitute one (1) Lot and shall not in any event thereafter be further subdivided or sold, except as a single Lot.

Section 15. FENCES, WALLS AND HEDGES: No fences, walls, hedges or other enclosures or dividers of any kind in excess of two (2) feet in height shall be constructed, permitted or maintained which are located between the residence and the front Lot line of any Lot or the street. For purposes of this provision, corner Lots shall be deemed to have two (2) front Lot lines. Fences, walls and hedges not in excess of six (6) feet in height are permitted from the front setback line to the side and rear Lot lines with the prior written consent of the Declarant or the Architectural Control Committee. No wall, fence, hedge or other enclosures or dividers of any kind other than a chain link fence no more than four (4) feet in height may be permitted between the rear of a residence and the water in those instances where the rear Lot line borders on a lake. Any such chain link fence shall be no closer to a lake than the upland line of the "Storm Drainage Easements" reflected on the Plat of COUNTRY OAKS, PHASE ONE. In measuring the heights of fences, walls, hedges or other enclosures or dividers, the point from the average grade of the Lot to the horizontal plane of the highest point of such fence, hedge or other structure shall govern.

Section 16. UTILITIES: All buildings shall utilize and be connected to central water and sewerage service, provided the same are available. All utility lines and lead in wires, including but not limited to, electrical lines, cable television lines, telephone lines, water and sewerage lines located within the Property shall be underground. The areas reflected on the Plat of COUNTRY OAKS, PHASE ONE, as "Utility Easements" shall not be obstructed or modified in any manner which might interfere with the installation and maintenance of underground utility lines. The areas of such easements shall be maintained by the Owners thereof and the improvements installed therein shall be maintained by the Owners of such equipment.

Section 17. DRAINAGE: No Owner may fill or grade a Lot or parcel of land to the extent that the drainage plan for COUNTRY OAKS or any ordinance of the County of Manatee relating to drainage will be violated, nor shall a Lot be filled or graded in a manner or to an extent that proper drainage of any adjacent Lot, parcel of land or Unit will be adversely affected. In the event of a dispute as to whether this restriction has been violated, the Declarant or when created, the Architectural Control Committee shall be the final authority. The slope, grade and elevation within the drainage easement areas designated on the Plat of COUNTRY OAKS, PHASE ONE, shall not be obstructed or modified in any manner which may interfere with surface drainage within the Property.

Section 18. BUILDING STANDARDS: All residences constructed on the "Single-Family" Lots and the "Single-Family Cluster" Lots in COUNTRY OAKS, PHASE ONE, shall conform to the following building standards:

1. Each residence shall have an enclosed two (2) car garage with the garage door being a minimum of sixteen (16) feet in width, or with two (2) garage doors with each being a minimum of eight (8) feet in width.

2. The floor area of single-story residences shall be a minimum of 1250 square feet for "Single-Family Cluster" Lots, and 1400 square feet for "Single-Family" Lots, exclusive of open porches, lanais and garages.

3. No residence may exceed two (2) stories in height and two (2) story residences must have a minimum of 900 square feet in ground floor area, excluding open porches, lanais and garages.

4. All roofs shall be constructed of concrete tile, cedar shake shingles, fiber glass shingles, asphalt shingles with a minimum grade of 240 pounds or such other materials as may be approved by the Declarant or the Architectural Control Committee.

5. The exterior surfaces of residences may not be unfinished nor allowed to remain in a state of disrepair. Concrete block must be stuccoed with color or stuccoed and painted, and wood surfaces must be painted or stained.

6. All lawns shall be grass sodded upon completion of construction and extended to the pavement line in front.

Section 16. DEVELOPMENT: Until such time as the Declarant and the developers who purchase blocks of Lots and parcels of land from the Declarant have closed on the sale of all of the Lots, parcels of land and Units in COUNTRY OAKS, neither the Owners or their use of the Property, nor the Association, nor any provision of this Declaration shall interfere with the development, construction, marketing and sale of the remaining Lots, parcels of land or Units. The Declarant may make such use of the Property, including the Common Areas as may facilitate such development, construction and marketing, including, but not limited to, maintaining a sales office, showing the Property and displaying signs. The Declarant may assign all such rights to any developer who purchases blocks of Lots or parcels within the Property.

Section 17. REMEDIES FOR VIOLATION: In the event the Owner of any Lot, parcel of land or Unit shall violate or attempt to violate any of the covenants and restrictions contained in Article IV of this Declaration, the Declarant, the Association or any person or persons owning any substantial interest in any other Lot, parcel of land or Unit may prosecute any proceedings for the recovery of damages or for the purpose of remedying or preventing such violation against the person or persons violating or attempting to violate the restrictions. The remedies contained in this paragraph shall be construed as being cumulative of all other remedies now or hereafter provided by law. The right of the Declarant to enforce the restrictions shall be permissive in nature and there shall be no affirmative obligation to do so. Any person or entity, including the Declarant, who is successful in legal proceedings to enforce these covenants and restrictions shall be entitled to recover all reasonable costs and expenses including attorney's fees incurred in such proceedings and on appeal.

Section 18. VARIANCES: The absolute right and discretion is hereby reserved to the Declarant, and to the Association at such time as the operation thereof is turned over to the Owners, to grant variances from the obligation to comply with any covenant or restriction contained in this Article IV in such instances where not to grant a variance would create a hardship or where a variance would be in keeping with the spirit and intent hereof or would be such as not to adversely affect any neighboring Owner or the Property as a whole. Any request for such variance shall be by written application setting forth in detail the variance requested and the reasons therefor. Such variance, if approved, shall be granted by the Declarant or the Association, in writing and shall be strictly complied with by the applicant. A variance must be executed with the formalities of a deed and shall be recorded in the Public Records of Manatee County, Florida, to become effective.

Section 19. INVALIDATION: Invalidation of any one or more of the covenants and restrictions contained in this Article IV by judgment or court order or in any other manner, shall in no way effect any of the other provisions thereof, all of which shall remain in full force and effect.

COUNTRY OAKS
POOL RULES FOR RESERVING FUNCTIONS
IN POOL/PAVILLION AREA

- 1) TO RESERVE THE POOL/PAVILLION AREA, CONTACT THE MANAGEMENT OFFICE, AMI (ASK FOR *Kelly*), 359-1134.
- 2) YOU MUST SUBMIT A \$25 REFUNDABLE DEPOSIT TO MANAGEMENT, AMI, WHICH WILL BE RETURNED AFTER INSPECTION FOLLOWING YOUR FUNCTION.
- 3) YOU MUST BRING YOUR OWN TRASH BAGS.
- 4) YOU MUST REMOVE YOUR OWN TRASH WHEN YOU LEAVE POOL/PAVILLION AREA.
- 5) NO BALLOONS ARE ALLOWED IN THE POOL/PAVILLION AREA. THESE RULES ARE CONTAINED IN THE RULES AND REGULATIONS DISTRIBUTED APPROXIMATELY ONE (1) YEAR AGO.

FOR FURTHER INFORMATION, PLEASE CONTACT THE MANAGEMENT OFFICE, AMI--359-1134, OR ONE OF YOUR BOARD MEMBERS.

THANK YOU FOR YOUR COOPERATION.

May 14, 2007

To All Country Oaks Homeowner's:

As most homeowner's know, the current Deed Restrictions have a section regarding "Parking". This particular section of the Deed Restrictions is far too antiquated and ambiguous to enforce. We have been advised by legal counsel that the Clarification that was put in place by the previous board is written in such a way that it would be found by courts to be "Selective Enforcement". Which means the courts would not enforce it.

Therefore we are rescinding the previous boards Clarification and putting a new Clarification in place. This will make the "Parking" section much easier for homeowner's to understand and very enforceable. If you do not understand any part of the Clarification please call AMI and they will in turn forward your concerns and/or questions to the BOD.

Sincerely,

Chuck, Dennis, Ken, Michelle
& Sheila – COHOA-BOD

Country Oaks Homeowners' Association, Inc.

Board of Director's Clarification
Regarding Deed Restrictions Article IV – Section 11. Parking

WHEREAS, Country Oaks Homeowners' Association, Inc. ("Association") is the corporate entity responsible for the operation and management of the Country Oaks Homeowners' Association, Inc. according to the Declaration of Protective Covenants, Conditions and Restrictions ("Declaration") thereof, recorded in Official Records Book 1092 Page 2807 et seq., of the Public Records of Manatee County Florida; and,

WHEREAS, the Board of Directors of the Association is responsible for the day-to-day affairs, operation and management of the Association, which responsibilities include, but are not limited to, enforcing the use restrictions contained in the Declaration; and

WHEREAS, Article IV, Section 11. Parking of the Declaration states as follows:

Parking: No commercial vehicles, trucks, buses, vans, boats, campers, mobile homes, motor homes or other vehicles or equipment, with the exception of non-commercial private automobiles of Owners may be parked, stored or maintained on or about any Lot, parcel of land or Unit or in any common area exposed to the view of residents. Service vehicles during the time they are actually serving Owners, the Declarant or the Association and the mooring of boats alongside permitted docks or wharfs on lakeside Lots shall not be deemed to be in violation of this provision. In the event of a dispute as to the type of vehicle involved the State of Florida Vehicle Registration shall control. The Declarant or the Association shall have the right to cause any vehicles in violation of this provision to be towed away with the cost to be borne by the vehicle owner or the violator.

WHEREAS, the Board of Directors desires to avoid confusion in the enforcement of its governing documents and as such, would like to provide a clarification of the parking rule and definitions for the terms as used in Article IV, Section 11 of the Declaration; and

NOW THEREFORE, the Board deems it necessary to clarify its interpretation and intention of enforcement and to establish a definition for various terms as used in the Declaration.

BE IT HEREBY, CLARIFIED AS FOLLOWS:

1. The above recitations are true and correct and are incorporated into this clarification.

2. As of the date of this clarification, the Board will enforce the Parking Section as it reads commercial vs. non-commercial. All private non-commercial automobiles will be allowed to be parked and/or stored on or about any Lot, parcel of land or Unit or in any common area exposed to the view of the residents, regardless of the "type" of automobile. *except lawn.*
3. As of the date of this clarification, the term "Commercial Vehicle" means any vehicle displaying a commercial tag or any lettering, logo, symbol or trademark on the vehicle's exterior and includes vehicles owned or used by a business, corporation, association, partnership or sole proprietorship or any other entity conducting business for a commercial purpose.
4. As of the date of this clarification, the term "Other Vehicle" encompasses jet ski's/wave runners, four-wheelers, golf carts, altered vehicles which are elevated above manufacturer standards (monster trucks) and dual tired axles.
5. As of the date of this clarification, the term "Equipment" means trailers (defined as any vehicles or devices of any kind whatsoever which are manufactured, designed, marketed or used to be couples to or drawn by a motor vehicle), and riding lawnmowers or any similar "equipment".
6. As of the date of this clarification, "Truck" as defined by Florida Statute Section 320.01(9): Truck means any motor vehicle with a net vehicle weight of 5000 pounds or less and which is designed or used principally for the carriage of goods and includes a motor vehicle which has been added a cabinet box, a platform, a rack or other equipment for the purpose of carrying goods other than the personal effects of passengers."
7. As of the date of this clarification, "Van" means a van or mini-van without side or rear windows.
8. As of the date of this clarification, "Camper" means all vehicles, vehicle attachments, vehicle toppers, trailers or other enclosures or devices of any kind whatsoever, manufactured, designed, marketed or used for the purpose of providing temporary living quarters or storage of personal property or equipment for camping, recreation or travel.
9. As of the date of this clarification, "Mobile Home" means any structure or device of any kind whatsoever, which is not self-propelled but which is transportable as a whole or in sections, which is manufactured, designed, marketed or used as a permanent or temporary dwelling.

10. As of the date of this clarification, "Motor Home" means any vehicles which are self-propelled and which are primarily manufactured, designed, marketed or used to provide temporary living quarters for camping, recreational or travel use. Vehicles satisfying the foregoing criteria and which contain shower facilities, restroom facilities and full cooking facilities shall also be considered motor homes.
11. As of the date of this clarification, "Boat" means anything manufactured, designed, marketed or used as a craft for water flotation, capable of carrying one or more persons or personal property.
12. As of the date of this clarification, "Bus" means anything manufactured, designed, marketed or used to carry a large number of passengers.

THIS CLARIFICATION WAS DULY ADOPTED AT A MEETING OF THE BOARD OF DIRECTORS HELD ON April 19, 2007.
4 DIRECTORS VOTED IN FAVOR OF THE CLARIFICATION AND
0 DIRECTORS WERE OPPOSED. THIS RESOLUTION SHALL TAKE EFFECT IMMEDIATELY.

Witnesses:

Country Oaks Homeowners
Association, Inc.

By: _____

Its: _____

THIS CLARIFICATION WILL BE VOTED ON AT THE NEXT BOARD MEETING ON APRIL 19, 2007 @ 6:30PM AT THE COMMUNITY POOL WITHIN COUNTRY OAKS. AMI TELEPHONE NUMBER 359-1134.

REQUEST FOR USE OF COUNTRY OAKS POOL/TENNIS COURT
Country Oaks Homeowners Association, Inc.

This form needs to be completed by the homeowner and submitted to the Board of Directors of Country Oaks for approval. Please complete in its entirety and mail to Country Oaks Homeowners Association, c/o **Advanced Management of Southwest Florida, 9031 Town Center Parkway, Bradenton, FL 34202** along with a check for \$75.00. This \$75.00 is due annually.

THIS SECTION IS TO BE COMPLETED BY THE HOMEOWNER

NAME: _____

ADDRESS: _____

PHONE: (HOME) _____ (WORK): _____

EMAIL: _____

Names and ages of all people in your household using the pool/tennis court: _____

NOTE: We agree to abide by all posted rules of the Country Oaks Homeowners Association, Inc. Note that if any rule is violated or the equipment is misused, the use of the amenities will be immediately terminated, with no refund in full or in part for such termination. I agree to pay in advance the sum of \$75.00 per year for the use of the amenities.

The undersigned owner(s) in consideration of granting said approvals, does/do for myself/ourselves, my/our heirs, personal representative(s) successors, and assigns, hereby agree(s) to indemnify and hold harmless, the above named Association and all other unit owners and Institutional Mortgages from and against any and all claims, demands, causes of action and liabilities that may be asserted arising out of or in connection with such use of the amenities.

_____ DATE	_____ OWNER SIGNATURE	_____ OWNER SIGNATURE
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_____ DATE	_____ FOR THE BOARD OF DIRECTORS
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COUNTRY OAKS
POOL RULES FOR RESERVING FUNCTIONS
POOL/PAVILLION AREA

- 1) To reserve the pool/pavilion area, contact the management office, AML, at 941-359-1134, ext. 121, Kelley.
- 2) You must submit to AML a \$25.00 refundable deposit (made payable to Country Oaks) which will be refunded after the inspection following your function.
- 3) You **must** bring your own trash bags.
- 4) You **must remove your own trash** when leaving the pool/pavilion area.
- 5) **No balloons are allowed** in the pool/pavilion area.

For further information, please contact AML at 941-359-1134.

Thank you for your cooperation.

Date of
function_____

Beginning/End Time of
function_____

Name/Signature_____

Phone #_____Address at Country
Oaks_____

e-mail address to send confirmation after party inspection

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