

**AMENDED AND RESTATED RESTRICTIONS AND COVENANTS OF SHADY OAKS  
OWNERS ASSOCIATION, INC.**

WHEREAS, SHADY OAKS OWNERS ASSOCIATION, INC. a Florida corporations not-for-profit, hereinafter referred to as the "Association" is the assignee of the developer of Shady Oaks Mobile-Modular Estates, a resident-owned mobile home subdivision, and his interests in the following described property, situated, lying, and being in Pasco County, Florida; and

WHEREAS, the following described property is subject to the restrictions and limitations of record; and

WHEREAS, it is now desired by the Association to continue the restrictions and limitations of record; for each and every one of the lots located in SHADY OAKS MOBILE-MODULAR ESTATES;

NOW, THEREFORE, the Association does hereby declare that each and every one of the lots listed below and located in the following described property, situated, lying and being in Pasco County, Florida, to-wit:

SHADY OAKS MOBILE-MODULAR ESTATES, INC. ACCORDING TO THE  
PLAT THEREOF, AS RECORDED IN PLAT BOOK 11 AT PAGES 37 THRU 38,  
INCLUSIVE. OF THE PUBLIC RECORDS OF PASCO COUNTY, FLORIDA  
BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BLOCK	LOTS
A	1-88
B	1-24
C	1-23
D	1-24
E	1-19
F	1-23
G	1-30
H	1-11

are hereby restricted as follows, and all of which restrictions and limitations are intended to be and shall be taken as a consideration for deed or any deed or conveyance hereafter made, and limitations are intended to be, and shall be taken as covenants to run with the land and are as follows, to-wit:

**1. USE RESTRICTIONS**

a. Each and every one of the lots, located in SHADY OAKS MOBILE-MODULAR ESTATES shall be known and described as SINGLE FAMILY RESIDENTIAL LOTS. No structure shall be constructed or erected on any of said single-family residential lots other than

those stated in the Restrictions and Covenants attached hereto, except sheds. All new sheds must meet the applicable Pasco County and Building Code Requirements.

b. The park is intended to be occupied primarily by Unit Owners to make their Unit and mobile home their year round or seasonal home. It is not intended to be operated primarily as a rental community.

c. In furtherance of this goal, and in order to preserve the characteristics of the community as a resident-owned mobile home subdivision corporations, limited liability companies, land trusts, and other artificial entities may not buy or own units or mobile homes in the subdivision, with the exception of rehabbing and reselling the unit.

d. Notwithstanding the foregoing, units and mobile homes may be purchased and owned in the name of one or more individual's personal trust (i.e., intervivos trust) for the benefit of the individual owner(s) / settlor(s), for estate planning purposes. Unit owners and mobile home owners are limited to the ownership of not more than two Units and/or mobile homes in the Park at the same time. This limitation of ownership does not apply to the Association. Corporations, limited liability companies, land trusts, and other artificial entities may not buy or own units or mobile homes in the Park, with the exception of rehabbing and reselling the unit.

e. Leasing is allowed on a seasonal basis only, for a maximum of six (6) consecutive months in any twelve (12) month period. The term of this lease will be for a maximum of six (6) months. Absolutely no year-round rentals are allowed, with the exception of current rentals.

## **2. SETBACK RESTRICTIONS**

All structures placed on any lot shall comply with the setback requirements in the Pasco County ordinances. Off-Street Parking: On-site paved parking; one space shall be required for each unit. Each such space shall be ten (10) feet by twenty (20) feet minimum size.

## **3. NUISANCE, TRASH, ETC.**

a) No noxious or offense trade shall be carried on upon any lot, nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

b) No trailer, basement, tent, shack, garage, barn, or other outbuilding erected on any lot shall at any time be used as a residence, temporary or permanently, nor shall any resident of a temporary character be permitted.

c) No commercial or political sign will be displayed to the public on any lot, until its design and location have been approved in writing by the Board of Directors

d) No oil drilling, oil development operation, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels,

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mineral excavation or shafts be permitted upon or in any lot. No derrick or other structure designed for the use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

e) No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats or other household pets may be kept and they are not bred or maintained for any commercial purposes.

f) No lot shall be used or maintained as a dumping ground for rubbish. Trash, garbage, or other waste shall not be allowed to accumulate and shall not be kept except in sanitary containers which shall be maintained in a clean and sanitary condition.

g) No motor vehicles of any kind, boats or trailers shall be parked overnight on any of the streets, roads or lots in this subdivision. No tractors, trucks, (except pickup trucks), boats or trailers may be parked on a lot in this subdivision.

#### **4. WELL WATER**

No individual well will be permitted on any lot or tract within this subdivision, except well points for maintenance of personal landscaping only. This restriction shall be enforceable so long as a water utility system is operated to the satisfaction of the State Board of Health.

#### **5. DRAINAGE**

No changes in elevations of the land shall be made which will interfere with the drainage or otherwise cause undue hardship to adjoining property is permitted.

#### **6. DEFINITION OF SUCCESSORS AND ASSIGNS**

As used in those restrictions, the words "successors and assigns" shall not be deemed to refer to an individual purchaser of a lot or lots in the subdivision from the subdivider, but shall be deemed to refer to the successors or assigns of legal or equitable interests of the subdivider, who are designated as such by an instrument in writing signed by the subdivider and recorded among the Public Records of **Pasco** County, Florida, specifically referring to this provision of these restrictions.

#### **7. DURATION OF RESTRICTIONS**

These Covenants and Restrictions are to run with the land and shall be binding upon the undersigned and upon all the parties and all the persons claiming under them.

#### **8. REMEDIES FOR VIOLATIONS**

a. In the event of a violation or breach of any of these restrictions by any person or concern claiming by, through or under the subdivider, or by virtue of any judicial proceedings, the

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subdivider's successors and assigns, any of the lot owners, or any of them jointly or severally, shall have the right to proceed at law or in equity to compel compliance with the terms hereof or to prevent the violation or breach of any of them.

b. In addition to the foregoing, the Association shall have the right whenever any structure shall have been built which is in violation of these restrictions, to enter upon the property where such violation exists and summarily abate or remove the same at the expense of the owner, and such entry and abatement or removal shall not be deemed a trespass. The failure to enforce any right, reservation, restriction or condition contained in this declaration of restrictions, however long continued, shall not be deemed a waiver of the right to do so thereafter as to the same breach or as to a breach occurring prior or subsequent thereto and shall not bar or affect its enforcement.

## **9. AMENDMENTS**

These Covenants and Restrictions may be altered, amended, or repealed, in whole or in part, and new Covenants and Restrictions adopted by the affirmative vote of not less than a majority of the members present, provided a quorum is met at any duly called annual or special meeting of the members, provided that at least fourteen (14) days written notice and agenda is mailed, personally delivered, or electronically transmitted to the members with a copy of the proposed Covenants and Restrictions amendment in the form required by law. An Officer of the Association shall execute a Proof of Notice (or U.S.P.S. Certificate of Mailing) evidencing the delivery of said notice, agenda, and proposed amendment

## **RESTRICTIONS AND COVENANTS**

1. All Mobile Homes must be 14 feet wide or more. No Mobile Home, older than ten (10) years from the date of manufacture, will be allowed in the Park without prior inspection and approval by the Board of Directors. Minimum size of a Mobile Home shall be fourteen (14) by forty (40) feet. All homes brought into the community must meet all governmental standards and requirements, including, without limitation, ANSI wind code standards for coastal counties.

2. Each Mobile Home must be skirted with split block or other commercially-appropriate skirting upon set-up in the Park. Within ninety days of installation set-up, each Mobile Home must have a utility room and a carport.

3. Fences of any kind (other than decorative) are not permitted. Decorative fencing must meet the fence specifications adopted by the Board of Directors, from time to time, and require approval by the Board prior to installation.

4. No alcoholic beverages will be permitted, served, or consumed in any building or recreational facility belonging to the Association.

5. No travel trailer, utility trailer, campers or boats shall be stored on any lot. Major repairing of vehicles, building of boats or any other similar disturbing view or activity will not be

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permitted on your lot. Non-major vehicle repairs include jump starting a dead battery and fixing a flat tire.

6. Owners or occupants of any lot may maintain two (2) household pets per occupied lot, provided, however, that at all times said animal is not within the confines of the Mobile Home, it shall be restrained by a leash. Owners must pick up all solid waste of their pets and dispose of such waste appropriately. All other animals or pets shall not be kept harbored except with written permission of the Board of Directors. In the event that any animal or pet is an annoyance to others, or becomes aggressive, the Association reserves the right to demand its permanent removal. Dogs on the following list of insurance blacklisted dogs will not be allowed as pets.

Pit Bulls & Staffordshire Terriers	Doberman
Rottweilers	Pinschers
Great Danes Akitas	Chows
German Shepherds Wolf-	Presa
hybrids	Canarios
	Alaskan
	Malamutes
	Siberian
	Huskies

or a mix of any of the above

7. All laundry to be dried out of doors must be hung on special drying apparatus in the form of a folding rack or umbrella which shall be placed at the rear of each lot.

8. All Mobile Home units shall be landscaped, which shall be completed within sixty days after said Mobile Home unit is placed on lot.

9. All Mobile Home units included in the Park will be used for single residential purposes only.


10. Based on the budget, the annual assessment, payable in advance and due January 1<sup>st</sup> of each year, will be made for operation and maintenance expenses, capital improvements to and for the recreational center, shuffle board courts, swimming pool, and all other buildings, amenities, and common grounds. Effective January 1, 2025, the annual assessment for each lot is five-hundred dollars (\$500.00) per year, with the exception of current lot owners without a dwelling owned before 2024 do not pay assessments on vacant lots. The annual assessment shall not increase more than ten percent (10%) per year. The Board may charge and collect special assessments when necessary for the maintenance, repair, and preservation of the recreational center, shuffleboard courts, swimming pool, and other buildings, amenities, and common areas.

11. No peddling, soliciting, or commercial enterprises will be allowed in the Park.

12. Each lot owner will keep his grounds in presentable appearance. If trees, shrubs, and ground are neglected, the Association will provide this service and charge accordingly.

I hereby certify that these AMENDED AND RESTATED RESTRICTIONS AND COVENANTS were approved by the Board of Directors on April 9, 2024 and approved by the written consent of not less than that two-thirds of the members.

SHADY OAKS OWNERS ASSOCIATION, INC.

By:   
Vickie Roberts, Secretary