

THIS INSTRUMENT PREPARED BY:

Robert S. McDaniel, Jr.
McDANIEL & BALL, P.A.
1444 First Street
Sarasota, Florida 34236
(941) 952-1500

BK 1493 PG 6077 DKTH 929761 1 of 8

DECLARATION OF RESTRICTIONS AND EASEMENTS

WHEREAS, SADDLEBAG CREEK RANCH INC., a Michigan corporation, (hereinafter the "Developer"), is the owner of certain real property located in Manatee County, Florida, and more particularly described in Exhibit "A" attached hereto and made a part hereof (the "Property"); and

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

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

1. No parcel of land shall be used for any purpose other than a single family home, except as otherwise specified herein.

2. No residence shall be constructed on a parcel of land containing less than five (5) acres. No construction of a building or residence or structure shall be commenced until all plans, including site and landscaping plans and specifications therefore shall have been submitted to the Developer, its successors or assigns, for approval and approval has been given in writing. In the event proposed construction does not violate any of the restrictions provided for herein and there are no substantial reasons for withholding consent, approval shall be promptly granted.

3. Single level residences shall have an air conditioned living area of not less than sixteen hundred (1,600) square feet, exclusive of porches, breezeways, garages, workshops and barns. Two story residences shall have a first floor level air conditioned living area of not less than one thousand two hundred (1,200) square feet, exclusive of porches, breezeways, garages, and workshops and barns. In addition to the residence, attached or unattached stables, barns, garages, servants' quarters or a dwelling for guests (for which no rental or consideration may be charge~~d~~) shall be permitted; however, in no event shall there be more than two (2) detached buildings (other than the residence) constructed on any lot. The main dwelling unit must have provision for an enclosed garage, adequate to house at least two (2) full size American automobiles.

4. All structures shall be constructed of new materials and shall be stained, painted or properly treated so as not to discolor, deteriorate, or become unsightly and shall harmonize with existing structures in the area. Stables, barns and other unattached buildings permitted under these restrictions shall be constructed of new materials which shall harmonize with the primary single family residence. Construction of all primary residences shall be completed within one year of commencement.

amended 1/10/2001

5. No structure shall be moved onto any parcel of land. No temporary or permanent dwellings, including but not limited to, trailers, modular, manufactured, or mobile homes and storage facilities shall be brought upon any parcel of land except contractor's trailers, with sanitary facilities to be used during the reasonable period of construction of a dwelling.

6. All fences facing a paved road shall be constructed of CCA treated boards and wooden posts or split rails and be of uniform design and approved by the Developer. All such fences shall be constructed ten (10) feet from the road right of way on the owner's property.

7. Lakes or ponds may be constructed; provided, however, that all excess dirt shall be removed or leveled within thirty (30) days after completion of the construction of said lake or pond.

8. No structures shall be erected or maintained within one hundred fifty (150) feet of the centerline of any road or within fifty (50) feet of any interior lot line of any parcel; provided, however, the Developer, its successors and assigns, shall have the right to grant exceptions and variances to said setbacks in respect of any parcel of land, the topography of which is such as to render compliance with such setbacks unreasonable. Any application for exceptions or variances shall be in writing and shall be accompanied with plans and specifications in respect to the proposed structure. Any variance shall be executed with the formalities of a deed and recorded in the public records of Manatee County, Florida.

9. A sketch of the subject property is attached hereto and being recorded with these restrictions. This sketch is in no way to be construed a plat. For the contemplated sales, each of the parcels shown on the sketch shall be surveyed and conveyed by a metes and bounds description. For purposes of these restrictions, lots shown on the sketch shall reference those parcels ultimately described by metes and bounds.

The following easements are hereby created:

a. **Bridle Path.** An easement 10 feet in width is created along the roadways on both sides. This easement shall be outside of but adjacent to the travel way and drainage of the roadway. An easement fifteen (15) feet in width is also created at the rear of parcels designated as Lots 1 through 36 and along the driveway right of way between parcels designated Lots A, B, C and Lot 1, and the northerly property line of the parcel designated as Lot 36 and along the property lines between the parcels designated as Lots 21 and 22. Where two lots share the same property line easement, the easement shall be seven and one-half (7 1/2) feet on each Lot. These easements are created solely as equestrian trails. There shall be no vehicles of any type nor any pedestrian traffic. These bridle paths may not be obstructed by fencing.

b. **Right of Way for Conservation Access.** An easement is hereby created for access to conservation areas along the line between parcels designated as Lots 44 and 45, five (5) feet on either side of the lot line.

c. **Right of Way for Driveways.** An easement is hereby created for access driveways thirty (30) feet in width along the line between the parcels designated as Lots 1 and 49 and parcels designated as A, B, C, D and E. The Easement shall be fifteen (15) feet on either side of said line.

d. An easement twenty (20) feet in width along the rear parcel line, five feet in width along each side parcel line, and 10 feet in width along each front property line of each parcel is reserved for use by the Developer, its successors, and assigns for installation and maintenance of utilities and drainage facilities provided; however, that the owner of the parcel may fence in the easement area, except for the bridle path, and the area shall be maintained for utilities and drainage facilities. Should two parcels owned by one owner be used as a single homesite, the easements on the side lot lines shall be limited to the exterior parcel lines only and the interior parcel lines shall not be encumbered.

10. Commercial and recreational vehicles, including but not limited to campers, motorhomes, trailers, off-the-road vehicles, inoperable vehicles, dump trucks, draglines, dunebuggies and boats must either be placed in enclosed structures, walled areas, or must be so located on the lot so as to be screened from view from roadways and adjoining properties by shrubbery or natural vegetation. No unsightly objects of any nature shall be stored on the lots unless said objects are completely screened from view from roadways and adjoining properties.

11. All horses, cattle, and other animals exclusive of dogs, cats and other household pets, shall be corralled within an enclosed area. No activities of a noxious or offensive nature, including but not limited to, the maintenance of poultry or rabbit ranches, hog farms or cattle feeding pens, shall be conducted on the premises.

12. No activities shall be permitted and no conditions shall be allowed to exist which shall constitute a nuisance to the other residents of Saddlebag Creek Ranches. No ATV, dirt bikes, dune buggies, go carts or similar vehicles may be operated on any of the roads, common areas or right of ways within Saddlebag Creek Ranches.

13. No advertising sign of any character shall be displayed or placed upon any of the property covered hereby except for:

- (a) Signs used by the Developer or his exclusive agent
- (b) One "For Rent" or "For Sale" sign not to exceed four square feet in surface area
- (c) Construction sign erected by general contractor or builder during the course of construction

14. Some parcels may contain areas deemed wetlands or environmentally sensitive by governmental agencies. No owner shall perform any activity on a parcel which impacts or affects a wetland or other environmentally sensitive area without receiving all proper permits from all governmental agencies with jurisdiction.

15. All common areas, including roads, shall be owned by the property owners and each lot owner shall bear a pro-rata share of the maintenance costs of these areas. A failure to comply with this provision may result in a lien being imposed on the defaulting parties' parcel, said lien being in favor of the complying parcel owners.

16. No person shall breach any of the restrictions or easements set out herein. Should there be a breach of any of these restrictions or easements, any person or persons owning real property subject to these restrictions or easements shall have the right to take any action provided for by law or equity to enforce the restrictions or prevent further future violations. The person prevailing in any such action shall be entitled to recover its court costs and a reasonable attorney's fee from the non-prevailing party, which shall also include any fees expended prior to commencement of judicial proceedings.

17. This Declaration may be amended if or when necessary to comply with the regulations of the Veterans Administration, the Federal Housing Administration, the Office of Interstate Land Sales Registration, the Federal National Mortgage Association, the Federal Home Loan Corporation, the Federal Home Loan Bank Board, or other similar or successor governmental agencies by a 51% majority vote of all owners of the Property. Other amendments to this Declaration may be provided for only after approval of not less than 75% of all owners within the Property. No homeowners' association shall be formed without approval of 80% of all owners. No amendment to this Declaration shall be effective, however, without approval of the Developer, their heirs and assigns, while Developer owns any parcel bound by this Declaration, but which approval shall not be unreasonably withheld.

18. All driveways shall be built over a minimum of fifteen (15) feet of eighteen (18) inch diameter culvert laid in the drainage swale. The culvert shall have mitred, concrete end sections and shall not have walls or other structures which would impede mowing or traffic on the equestrian trails and road right of ways. The area between the paved Saddlebag Creek Road and front property line crossing this culvert shall be paved a minimum of ten (10) feet in width.

19. All covenants and restrictions contained herein shall run with the land and shall be binding upon and inure to the benefit of any property owner.

IN WITNESS WHEREOF, SADDLEBAG CREEK RANCH, INC., a Michigan corporation, has hereto caused these restrictions to be executed in its name and by its president, attested by its secretary, this 23rd day of April, 1996.

SADDLEBAG CREEK RANCH, INC.,
a Michigan corporation

Jane Williams
By: _____
as President

ATTEST:

Secretary

(Seal)

Witnesses:

Dawn M. Haslett
Sign _____
DAWN M. HASLETT
Print _____

Susan M. Miller
Sign _____
SUSAN M. MILLER
Print _____

STATE OF MICHIGAN
COUNTY OF _____

The foregoing instrument was acknowledged before me this 23rd day of April, 1996, by JANE WILLIAMS as President and _____ as Secretary of Saddlebag Creek Ranch, Inc., a Michigan corporation,

on behalf of the corporation,
 who are personally known to me,
 or who have produced _____ as identification.

NOTARY PUBLIC:

Sign *Susan M. Miller*
Print SUSAN M. MILLER

My commission expires: 8-12-99
My commission number is: _____

THIS INSTRUMENT PREPARED BY:

Robert S. McDaniel, Jr.
McDANIEL & BALL, P.A.
1444 First Street
Sarasota, Florida 34236
(941) 952-1500

BK 1509 PG 3560 DK71 980681 1 of 2

SECOND AMENDMENT TO THE DECLARATION OF RESTRICTIONS AND EASEMENTS

THIS AMENDMENT TO DECLARATION is made by SADDLEBAG CREEK RANCH, INC., a Michigan corporation, hereinafter referred to as "Developer".

WITNESSETH:

WHEREAS, Developer has previously imposed a Declaration of Restrictions and Easements for Saddlebag Creek Ranch at Official Records Book 1493, Pages 6077 through 6084, as amended in Official Records Book 1509, Page 3560, Public Records of Manatee County, Florida; and

WHEREAS, pursuant to Paragraph 17 of the said Declaration, Developer hereby amends the Declaration as follows:

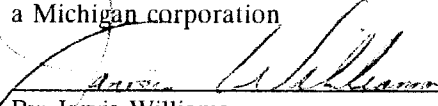
3. Single level residences shall have an air conditioned living area of not less than sixteen hundred (1,800) square feet, exclusive of porches, breezeways, garages, workshops and barns. Two story residences shall have an air conditioned living area of not less than two thousand two hundred (2,200) square feet, exclusive of porches, breezeways, garages, and workshops and barns. In addition to the residence, attached or unattached stables, barns, garages, servants' quarters or a dwelling for guests (for which no rental or consideration may be charged) shall be permitted; however, in no event shall there be more than two (2) detached buildings (other than the residence) constructed on any lot. The main dwelling unit must have provision for an enclosed garage, adequate to house at least two (2) full size American automobiles.

The following paragraph is added:

20. All parcels shall be mowed, pruned and maintained in a sightly fashion, including areas around all dug ponds. A failure to comply with this provision may result in a lien being imposed on the defaulting parties' parcel, said lien being in favor of the complying parcel owners.

IN WITNESS WHEREOF, SADDLEBAG CREEK RANCH, INC., a Michigan corporation, has hereto caused this Amendment to the Declaration of Restrictions and Easements to be executed in its name and by its president, attested by its secretary, this 28th day of January, 1997.

SADDLEBAG CREEK RANCH, INC.,
a Michigan corporation


By: Jarvis Williams
as President

BK 1509 PG 3561 FILED AND RECORDED 02/06/97 8:36AM 2 OF 2
R.B. SHORE CLERK OF CIRCUIT COURT MANATEE COUNTY FL.

ATTEST:

Secretary
(Seal)

Witnesses:
[Signature]

Sign
PETER F. DARLING

Print

[Signature]

Sign
Diane M. Darling

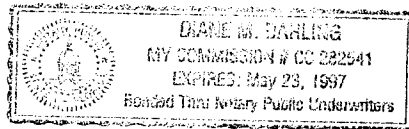
Print

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 28th day of January,
1997, by Jarvis Williams as President and _____ as Secretary of Saddlebag Creek
Ranch, Inc., a Michigan corporation, on behalf of the corporation,
[] who are personally known to me,
[] or who have produced _____ as identification.

NOTARY PUBLIC:
Sign [Signature]
Print _____
My commission expires:
My commission number is:

tbc\1Saddle\deed2.amd



Corrective Declaration of Covenants, Conditions, Restrictions
and Easements for Saddlebag Creek Ranches a Rural Subdivision

This corrective declaration made this 27th day of March, 2001 by Saddlebag Creek Ranches inc. a Michigan Corporation, hereinafter called " Developer".

WITNESSETH

Whereas: Developer has previously executed and placed on record, Declarations of Covenants, Conditions, Restrictions and Easements for Saddlebag Creek Ranches a Rural Subdivision as recorded in O.R. book 1493 page 6077 and O.R. book 1509 page 3560, and as amended and restated in O.R. book 1522 page 1118, hereinafter Collectively referred to as the "covenants", all in the public records of Manatee County Florida; and

Whereas: This corrective declaration deletes in its entirety paragraph(5) five of the Fourth amended restated covenants dated may 13 1997; and

Whereas all of the covenants stated in O.R. book 1493 page 6077 are re-instated and are in full effect since that date.

Whereas: all amendments made to these covenants that caused certain and specific changes to the above declarations have since and always will be in effect.

STATE of FLORIDA

COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this 27th day of March 2001, by Jarvis Williams as president of Saddlebag Creek Ranches inc. a Michigan corporation, on behalf of the corporation, who has produced Michigan DL W 952 378 497 as identification.

NOTARY PUBLIC

SIGN

Jarvis Williams

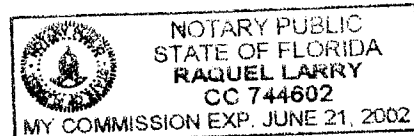
PRINT

Jarvis Williams

My Commission expires:

6-21-2002

My Commission number is:



BA 1672 Pb 1541 PG 145/225
FILED AND RECORDED 3/27/01 11:46:44 AM 1 of 1
R.J. SHINE CLERK OF CIRCUIT COURT MANATEE COUNTY FL.

Additions to the fourth amended and restated
Declarations of covenants, conditions, restrictions
And easements for Saddlebag Creek Ranches
A rural subdivision.

Whereas, developer has previously executed and recorded a declaration
Of restrictions and easements as recorded in OR books 1522 pages
118 through 1154, 1548 page 2781 and 1662 page 3269 and 70.
collectively referred to as the restated declarations of covenants,
conditions, restrictions and easements.

Whereas developer has entered into an agreement with Michael and
Kristi Hamilton owners of parcel 8 Saddlebag Creek Ranches
Myakka, Fl.

Whereas developer and the Hamiltons or their assigns mutually
agree that a temporary structure will be attached to the main
residence with a twelve by four foot overhead truss roof. This
may be identified as a covered walkway. This structure will
be permanently attached to the main residence and a temporary
structure termed a carport. The temporary carport shall be modified
no later than february 1, 2003 by the addition of three walls which
totally enclose the sides of the temporary structure, and the addition
of a double sized garage door. The design and materials shall be the
same as that used for the main residence.

If the above work is not completed by the agreed to date, a \$50.00
daily assessment will be incurred. The amount of the assessment
will be due upon the later completion. Should the assessment
not be paid, then this shall become a lien on the owners of parcel 8.
These terms shall apply regardless of ownership and shall forever be
a condition of this agreement.

Return To
Jarvis Williams
3853 Chatsworth Court
Sarasota FL 34235

In witness wherefore, Saddlebag Creek Ranches,inc. a Michigan Corporation has caused this amendment to the restated fourth Amendment to be executed in its name and by its president Attested by its secretary this _____ day of January 2001.

Attest: Saddlebag Creek Ranches,inc.
A Michigan Corporation

Jarvis Williams

Secretary by Jarvis Williams its President

Attest:

Michael Hamilton *Kristi M. Hamilton*
Michael Hamilton Kristi Hamilton

STATE OF FLORIDA
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this 28th day of March, 2001, by Jarvis Williams as President of Saddlebag Creek Ranches,inc., a Michigan Corporation, on behalf of the corporation.

Who has produced personally known As identification.

NOTARY PUBLIC

My commission
Expires: 12/06/2002
My commission
Number is

SIGN: *Stacey L. Betts*



FILED AND RECORDED WITH 11:40 PM 2-2-02
R.B. SHORE CLERK OF CIRCUIT COURT MANATEE COUNTY FL.

Prepared by: Malcolm J. Pitchford, Esq.
Abel, Band, Russell, Collier, Pitchford
& Gordon, Chartered
P. O. Box 49948
Sarasota, Florida 34230

BK 1740 PG 6458 DKT # 1605176 1 of 6

NOTICE OF EASEMENT MAINTENANCE APPORTIONMENT

This Notice of Easement Maintenance Apportionment is made this 5th day of APRIL, 2002, by Saddlebag Creek Ranch, Inc., a Michigan corporation, and Hidden Oak Ranch, Inc., a Michigan corporation (the "Corporations").

RECITALS

- A. The Corporations are the owners of certain property located in Manatee County, Florida, more particularly described in Exhibit "A" attached hereto (the "Corporation Property").
- B. Eric D. Jackson ("Jackson") is the present owner of certain property located in Manatee County, Florida, more particularly described in Exhibit "B" attached hereto (the "Jackson Property").
- C. By virtue of a Temporary Access Easement dated June 11, 1992, and recorded in Official Records Book 1383, Page 660, Public Records of Manatee County, Florida, Douglas A. Mark and Nita Joy Mark ("Mark"), the predecessors in title to the Jackson Property, were granted a Non-Exclusive Temporary Access Easement (the "Temporary Easement") over, across and through a portion of the Corporation Property (the "Easement Area") for the purpose of ingress and egress to the Jackson Property from State Road 70.
- D. On or about June 9, 1994, the Corporations and Nita Joy Mark, the unmarried surviving spouse of Douglas A. Mark, entered into a Modification of Easement Agreement (the "Modification") which provided, in pertinent part, that the Corporations may construct a road (the "Road") and that, subsequent to the transfer of all or any portion of the Jackson Property by Mark to a third party, the costs of maintenance of said Road would be shared by the Corporations and the owner(s) of the Jackson Property on a reasonable and equitable basis.
- E. The Modification further provided that the obligation of the owners of the Jackson Property and of their heirs, successors and assigns to share in the Road maintenance costs would be limited to those costs associated with that part of the Road which provides reasonably direct access from State Road 70 to any portion of the Jackson Property (the "Southerly Section").

RETURN TO: ABEL, BAND, ET AL

- F. The Modification further provided that the Corporations would have the exclusive right to determine the basis and method of apportioning Road maintenance costs for the Southerly Section and that such method of apportionment would be set forth in a written instrument executed by the Corporations and recorded in the Public Records of Manatee County, Florida.
- G. The Corporations have heretofore constructed the Road and Mark has heretofore transferred and conveyed the Jackson Property to Jackson.
- H. The Corporations have heretofore established Saddlebag Creek Ranch Homeowners' Association, Inc., a Florida corporation ("Association") as the Association which will administer maintenance of the Road and which will have the authority to levy assessments against lands within the Corporation Property and the Jackson Property to pay the costs of such maintenance.

NOW, THEREFORE, the Corporations do hereby declare that the costs of maintenance of the Southerly Section of the Road shall be based on acreage, tax assessments and number of subdivided parcels/dwelling units or other improvements. The Corporations have determined that the foregoing method of apportionment provides a reasonable and equitable basis for the apportionment of Road maintenance costs and is applicable to lands within the Jackson Property and to the lands within the Corporation Property.

The Corporations have further determined that, based upon the foregoing method of apportionment, the Jackson Property and the owners thereof shall, commencing on June 1, 2000, be initially responsible for the payment of annual regular Road assessments in the amount of \$500.00, which said sum shall be due and payable on the 1st day of January of each year (the prorated amount to be paid for the period of June 1, 2000, and January 1, 2001, shall be \$291.69 and the amount which was due and payable as of January 1, 2002, was \$1,291.69). The Corporations reserve the right to increase or decrease such annual regular assessment payment concomitantly with any increase or decrease in the actual costs of maintaining the Southerly Section or if there is any increase or decrease in the tax assessments, number of subdivided parcels, dwelling units or other improvements relative to the Jackson Property or the Corporation Property. The Jackson Property and the owners thereof shall further be responsible for the payment of its share of any special assessment which the Corporations may levy in connection with any extraordinary repairs or maintenance to the Road which the Corporations may reasonably deem to be necessary. Any such special assessments shall be due and payable within fifteen (15) days after mailing of notice of such special assessment to the owners of the Jackson Property. Any regular or special assessment which is not paid when due may be secured by a lien in favor of the Association. Such lien may be enforced and foreclosed by the Association in accordance with the provisions of Chapters 85 and 713, Florida Statutes.

IN WITNESS WHEREOF, the Corporations have executed this Notice of Easement Maintenance Apportionment, as of the day and year above written.

Witnesses:

Barbara J. Middleton
Name: BARBARA J. MIDDLETON

Paula J. Hausman
Name: PAULA J. HAUSMAN

Saddlebag Creek Ranch, Inc.,
a Michigan corporation

By: Jarvis L. Williams
Jarvis L. Williams
as its President
4800 Stoneleigh Road
Bloomfield Hills, MI. 48302

Barbara J. Middleton
Name: BARBARA J. MIDDLETON

Paula J. Hausman
Name: PAULA J. HAUSMAN

Hidden Oak Ranch, Inc.,
a Michigan corporation

By: Eleanor S. Williams
Eleanor S. Williams
as its President
4800 Stoneleigh Road
Bloomfield Hills, MI. 48302

STATE OF FLORIDA
COUNTY OF SARASOTA

The foregoing instrument was acknowledged before me this 5 day of April, 2002, by Jarvis L. Williams, as President of Saddlebag Creek Ranch, Inc., a Michigan corporation, on behalf of the corporation.

Paula J. Hausman
Notary Public PAULA J. HAUSMAN
Print Name: _____
My Commission Expires: _____

Personally Known _____ (OR) Produced Identification ✓
Type of identification produced MICHIGAN DRIVER'S LICENSE

OFFICIAL NOTARY SEAL
PAULA J HAUSMAN
NOTARY PUBLIC STATE OF FLORIDA
COMMISSION NO. CC911632
MY COMMISSION EXP. MAR. 13, 2004

MODIFICATION OF EASEMENT AGREEMENT DATED 6/9/94
BETWEEN SADDLEBAG CREEK RANCHES & ANITA JOY MARK

Anita Joy Mark has sold her interest in a certain 160 ac. parcel described in the above easement agreement to a third party known as Eric Jackson 2305 Pope rd. Bradenton, Fl 34211. As provided for in item E.2. of O.R. book 1437, page 1093 the buyer, a third party shall be responsible for an apportioned maintenance costs for the use of a private access road through Saddlebag Creek Ranches for access to that certain 160 ac. parcel.

The apportioned amount of \$500.00 shall be paid annually upon receipt of invoice due January 1, of each year. Any special assessments will be invoiced as a lump sum from time to time as road repairs are necessary. In the unlikely event that payments are not made, then any balances due will be attached as a lien to the above described property.

In witness whereof, the developer has caused the above to be executed in its name, by its officer, thereunto duly authorized this 25th day of March, 2002.

Signed, sealed, and delivered in the presence of:

[Signature]
witness
Susan D. Decker
[Signature]
print
Erin Steele

For Saddlebag Creek Ranches inc.
a Michigan Corporation

By: [Signature]
Jarvis Williams

State of Florida
County of Sarasota

The foregoing instrument was acknowledged by me this 25th day of March, 2002 by Jarvis Williams, president of Saddlebag Creek Ranches, inc. a Michigan Corporation on behalf of the corporation, and who is personally known to me.

[Signature]
notary public

notary seal: my commission expires



BN 1737 95 6749 EXT # 159925
FILED AND RECORDED 3/29/02 10:36:07 AM 1 of 1
R.B. SHORE CLERK OF CIRCUIT COURT HAWAII COUNTY FL.