

Deed Restrictions
5/13/97

Spore

Saddlebag Creek Subdivision

INDEX	Page
Prologue	1
Definitions	2
The Property	4
Association Membership	5
Common Property	6
Maintenance Assessments	8
Association Duties	13
Maintenance	14
Insurance	15
Architectural Review	18
<u>DEED RESTRICTIONS</u>	19
Easements	24
General Provisions	25
Legal Land Description - Exhibit A	29
Notice to Buyer - Exhibit B	31
Association Budget - Exhibit C	33
Maintenance Program - Exhibit D	34
Listing of Holdings - Exhibit E	35
Right of Entry - Exhibit F	36

29105 SR70
myakka FL
34251
Use RESTRICTIONS
19-20, 4, 22

Deed Restriction
see ~~19~~ IP 10, 9
pg. 22 NO ATVs etc.

FOURTH AMENDMENT TO THE
AMENDED AND RESTATED
DECLARATION OF COVENANTS, CONDITIONS,
RESTRICTIONS AND EASEMENTS

FOR

SADDLEBAG CREEK RANCHES,

A RURAL SUBDIVISION

THIS DECLARATION, made this 13th day of May, 1997, by Saddlebag Creek Ranch, Inc., a Michigan corporation, hereinafter called "Developer".

W I T N E S S E T H:

WHEREAS, Developer is the owner of the real property located in Manatee County, Florida, described in Article II, and desires to establish thereon a planned residential community; and

WHEREAS, Developer has previously executed and recorded a Declaration of Restrictions and Easements, recorded in O.R. Book 1493, Page 6077, as amended in O.R. Book 1509, Page 3558 and O.R. Book 1509, Page 3560, ("hereinafter collectively referred to as the First Declaration") all of the Public Records of Manatee County, Florida; and

WHEREAS, Developer deems it desirable to make provision for the preservation of economic value and amenities in the community, and to create an entity for the management, administration and enforcement of these Covenants; and

WHEREAS, Developer has caused Saddlebag Creek Ranches Homeowners' Association, Inc., to be incorporated under the laws of Florida as a non-profit corporation for such purpose; and

52

WHEREAS, Since Developer is creating a Homeowners' Association to manage and administer the subdivision, Developer determined that it would be desirable to replace the first Declaration in its entirety with this Amended and Restated Declaration; and

NOW, THEREFORE, Developer declares that the real property described in Article II, and such additions thereto as may hereafter be made pursuant to Article II, is and shall be held, transferred, sold, conveyed, leased, occupied and used subject to the covenants, restrictions, conditions, easements, charges and liens (sometimes referred to as "the Covenants") hereinafter set forth, and that the first Declaration is amended in its entirety and replaced with the Covenants.

ARTICLE I.

BK 1522 PG 1118
K# 1021392 1 of 37

DEFINITIONS

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

1.1 **"Articles"** shall mean and refer to the Articles of Incorporation of the Association.

1.2 **"Assessment"** shall mean and refer to a charge against a particular Owner and his Lot, made by the Association in accordance with this Declaration and secured by a lien against such Lot as hereinafter provided. The following meanings shall be given to the following types of assessments:

(a) **"Regular Assessment"** shall mean the recurring periodic assessment for each Owner's share of the budgeted Common Expense.

(b) **"Supplementary Assessment"** shall mean assessments in addition to the Regular Assessments necessary to pay Common Expenses, including without limitation, amounts covering non-recurring items of Common Expense, or amounts necessary to supplement Regular Assessments in order to defray Common Expenses of the budget.

(c) **"Special Assessment"** shall mean a charge against a particular Owner and his Lot, directly attributable to the Owner or the Lot, to reimburse the Association for costs in bringing the Owner or his Lot into compliance with the provisions of this Declaration, the Articles, By-Laws or Association rules, or amounts advanced by the Association in accordance with this Declaration on behalf of the Owner or his Lot, or any other charge designated as a Special Assessment in this Declaration, the Articles or By-Laws.

(d) **"Improvement Assessment"** shall mean a charge against an Owner and his Lot representing the pro rata share of the cost to the Association for the installation or construction of any capital improvements to the Common Property, the cost of the acquisition of additional Common Property or the reconstruction of any portion or portions of the Common Property which the Association may from time to time authorize pursuant to the provisions of this Declaration.

(e) **"Service Assessment"** shall mean a charge against a particular Owner and his Lot for any service, material or combination thereof which may be obtained by the Association for the use and benefit of such Owner or his Lot as provided herein.

1.3 **"Assessment Index"** shall mean the factor assigned to each Lot to establish the relative share of Common Expense to be borne by such Lot through payment of Regular and Supplementary Assessments.

1.4 **"Association"** shall mean and refer to Saddlebag Creek Ranches Homeowners' Association, Inc., a Florida non-profit corporation, its successors and assigns.

1.5 **"Board"** shall mean and refer to the Board of Directors of the Association.

1.6 **"By-Laws"** shall mean and refer to the By-Laws of the Association.

1.7 **"Common Expenses"** shall mean and refer to the actual and estimated cost of the following:

(a) The maintenance, management, operation, repair and replacement of the Common Property, and all other areas of Saddlebag Creek Ranches maintained by the Association.

(b) Unpaid supplementary, special, improvement or Service Assessments.

(c) Maintenance by the Association of areas within public rights-of-way adjoining Saddlebag Creek Ranches as may be provided in this Declaration or as determined by the Board.

(d) Expenses of administration and management of the Association.

(e) The cost of utilities, trash pickup and disposal, lawn maintenance, gardening, permit requirements and other services benefiting all Owners and their Lots to the extent such services are paid for by the Association.

(f) The cost of any insurance covering the Common Property or obtained by the Association for Association purposes.

(g) Reasonable reserves as deemed appropriate by the Board.

(h) Taxes and other governmental assessments and charges against the Common Property paid or payable by the Association and any other taxes paid by the Association.

(i) Any amount paid by the Association for the discharge of any lien or encumbrance levied against the Common Property or portions thereof.

(j) The cost of any other item or items designated herein as a Common Expense, or reasonably or necessarily incurred by the Association in connection with the Common Property, this Declaration, the Articles or By-Laws, and in furtherance of the purposes of the Association or a discharge or any obligations expressly or impliedly imposed on the Association by this Declaration.

1.8 "Common Property" shall refer to all real property or interests therein, including easements, licenses and servitudes, owned by or leased to the Association, or the use of which has been granted to the Association, together with all improvements thereon. "Common Property" shall also include any personal property acquired by the Association if said property is designated a Common Property. All Common Property is to be devoted to and intended for the common use and enjoyment of the Owners and residents of Saddlebag Creek Ranches and their guests, subject to the provisions of this Declaration.

1.9 "Developer" shall mean Saddlebag Creek Ranch, Inc., a Michigan corporation, or its successors or assigns as such Developer.

1.10 "Living Unit" and "Residential Unit" shall mean and refer to any portion of a building located on the property designed and intended for use and occupancy as a residence by a single family.

1.11 "Lot" shall mean and refer to a parcel of land conveyed by the Developer to an Owner where a single-family residence may be constructed in accordance with the Declaration and local Ordinances and Codes including minimum lot size, frontage and setbacks. Each lot shall only have one single-family residence. "Lot" shall not include any land that is Common Property. Where one or more Lots are reconfigured pursuant to these Covenants, the term "Lot" shall refer to the reconfigured parcel. Each lot shall have a minimum lot width of 200 feet and minimum lot size of five acres.

1.12 "Member" shall mean and refer to every person or entity who is qualified for membership pursuant to Article III of this Declaration.

1.13 "Saddlebag Creek Ranches" shall mean and refer to all existing property and additions thereto, that is subject to this Declaration.

1.14 "Owner" shall mean and refer to the single or multiple Owner of record of the fee simple title to any Lot, but excluding those having such interest merely as security for the performance of an obligation.

ARTICLE II.
THE PROPERTY

2.1 Existing Property. The existing real property which is subject to this Declaration is described on attached Exhibit "A."

2.2 Additions to Existing Property. Additional lands may become subject to this Declaration in the following manner:

(a) Additions. Developer shall have the right, without further consent of the Association or any Owner, to bring within the plan and operation of this Declaration any other contiguous Property. Such additional property may be subject to this Declaration as one parcel or as several smaller parcels at different times. Any additions under this Article shall be made by filing a supplementary declaration with respect to the additional property, which shall extend the operation and effect of the Covenants in this Declaration to such additional property.

ARTICLE III.
MEMBERSHIP IN ASSOCIATION

3.1 Membership. The Owner of each Lot shall be a member of the Association and no one who is not an Owner of an interest in a Lot shall be a member of the Association. Each Owner agrees that he shall accept membership in the Association and agrees to be bound by this Declaration, the Articles and By-Laws of the Association and the rules and regulations enacted pursuant thereto. 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. A member's voting rights or privileges in connection with the Common Property, or both, may be regulated or suspended as provided in this Declaration, the By-Laws or Association rules.

3.2 Voting Rights. For purposes of voting rights, the Association shall be deemed to have two types of membership, Regular Membership and Developer Membership. Regular Members shall be all Owners of Lots with the exception of the Developer Member, if any. Regular Members shall be entitled to one vote for each Lot in which such members hold a required ownership interest; provided, however, that when there are multiple Owners of a Lot, there shall nevertheless be only one vote for each Lot, which vote shall be exercised among the Owners of said Lot as provided in the By-Laws. Developer Member shall be the Developer or any successor to Developer who takes title for the purpose of development and sale. The Developer Member shall have three (3) votes for every one (1) vote of each regular member. Developer Membership shall terminate and become converted to Regular

Membership upon the happening of the earlier of the following:

- (i) The Developer has conveyed all Lots to unrelated third parties;
- (ii) when, in its discretion, the Developer so determines.

After the earliest of such events, the Developer Member shall be deemed to be a Regular Member entitled to one vote for each Lot.

3.3 Election of Board of Directors. Directors of the Association shall be elected at the annual meeting of the members in the manner provided in the By-Laws. Directors may be removed and vacancies on the Board shall be filled in the manner provided in the By-Laws.

3.4 Control of Board During Development. During the time that Developer has more votes than the Regular Members, Developer shall have the right to designate or elect the members of the Board, and the Directors so designated by Developer need not be members of the Association. Provided, however, that when the Regular Members have votes equal to 2/3 of all votes to ever exist in the Association, they shall be entitled, by majority vote among themselves, to elect one (1) Director, with the other Directors being designated by the Developer. Provided, further, that Developer may waive its right to designate any one of more Directors, as provided in the By-Laws.

ARTICLE IV.
COMMON PROPERTY

4.1 Description of Common Property. The Common Property shall consist of the following property: the initial improvements planned by Developer consist of entry signage, stormwater management system, private road together with all improvements thereto, (as shown on the Private Road Plat recorded in O.R. Book _____, Page _____ of the Public Records of Manatee County, Florida) (herein "Private Road"), together with all easements dedicated to the benefit of the Developer or Association. Developer reserves the right to add additional Common Property and to delete, amend or alter the Common Property. Other Common Property may be acquired by the Association as hereafter provided.

4.2 Members' Easement of Enjoyment. Every member shall have a non-exclusive easement for the use and enjoyment of the Common Property, in common with the other members, which shall be appurtenant to and to pass with the member's title to a Lot. Such rights shall, however, be subject to the provisions of the Declaration, the Articles and By-Laws.

4.3 Title to Common Property. Developer may retain the legal title to the Common Property, subject to the member's and public's rights of enjoyment, until such time as he has completed improvements thereon and until such time as the Developer shall no longer have the right to control the Association. Developer, for itself, its successors and assigns, hereby covenants that it shall convey the Common Property to Association not later than thirty (30) days after the date upon which Developer no longer has the authority hereunder to designate a majority of the Directors of the Association, such conveyance to be free and clear of all liens and encumbrances except ad valorem taxes for the year in which the conveyance takes place, the provisions of this Declaration and easements and other rights and reservations of record, none of which shall, however, unreasonably interfere with the use of the Common Property for its intended purpose. Notwithstanding such retained ownership by Developer, however, Association shall be the entity responsible for maintenance, repair and replacement of the Common Property from and after the first conveyance of a Lot by Developer to an individual purchaser.

4.4 Delegation of Use. Any Owner may delegate his right of enjoyment in the Common Property to members of his family, tenants or social guests, subject to the provisions of the By-Laws and rules and regulations adopted by the Association.

4.5 No Waiver of Use. No Owner may exempt himself from personal liability for assessments duly levied by the Association, nor release the Lot owned by him from the liens and charges thereof by waiver of the use and enjoyment of the Common Property or non-use thereof, or the abandonment of his Lot.

4.6 Extent of Members' Easement. The rights and easements of enjoyment created herein shall be subject to the following:

(a) The right of Association to limit the number of guests/family/tenants of members and to limit the use of the Common Property by members not in possession of a Lot, even though such member owns such interest in the Lot as may be required for membership.

(b) The right of Association to establish reasonable rules and regulations governing use of the Common Property.

(c) The right of Association to take such steps as are reasonably necessary to protect the Common Property against foreclosure.

(d) The right of Association to dedicate or transfer all or any part of the Common Property to any public agency,

authority or other entity for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer, including without limitation, the conveyance, lease or other transfer of any part of the Common Property to a government body or special tax district, shall be effective unless an instrument signed by members entitled to cast two-thirds of the votes of the membership has been recorded, agreeing to such dedication or transfer, and unless written notice of the proposed action is sent to every member not less than sixty (60) days nor more than one hundred twenty (120) days in advance of any action taken.

ARTICLE V.
COVENANT FOR MAINTENANCE ASSESSMENTS

5.1 Creation of the Lien and Personal Obligation of Assessments. Subject to the Developer's personal exemption hereinafter set forth, Developer, for each Lot owned by it, hereby covenants and agrees to pay, and each Owner of any Lot by acceptance of such 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 Assessments, Supplementary Assessments, Special Assessments, Improvement Assessments and Service Assessments made in accordance with this Declaration, the Articles and By-Laws. 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. 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 personal obligation shall not, however, pass to the successors in title of an Owner unless expressly assumed by such successors. 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. Any party taking title to a lot where such a lien has been recorded by Association, takes title subject to such lien and the foreclosure of same if all amounts are not paid to Association. The execution and recording of such a notice shall not, however, be required in order for the continuing lien for assessments to be valid.

BK 1522 PG 1125 8 of 37

5.2 Purposes of Assessments. Assessments levied by the Association shall be used only for the purposes set forth in this Declaration, the Articles and By-Laws. Amounts for Common Expenses provided for herein shall be used for the general purpose of promoting the health, safety, welfare, common benefit and enjoyment of the Owners and occupants of Saddlebag Creek Ranches and of maintaining the property and the Common Property, and the economic value thereof, all as may be authorized from time to time by the Board.

5.3 Regular Assessments. The amount and time of payment of Regular Assessments shall be determined by the Board pursuant to the Articles and By-Laws after giving due consideration to the current and future maintenance, operational and other costs of the Association. Regular Assessments may include amounts established for reserves. Annually, the Board shall estimate the total Common Expenses to be incurred for the fiscal year and the amount of the Regular Assessment to be paid by each Owner to defray such cost. Written notice of the annual Regular Assessment shall be sent to every member. Each Owner shall thereafter pay to the Association his Regular Assessment in such installments as may be established by the Board.

5.4 Supplementary Assessments. If the Board shall determine that the regular, and any Supplementary Assessments, for the current year are, or will become, inadequate to meet all Common Expenses for any reason, it shall determine the approximate amount of such inadequacy and make a Supplementary Assessment against each Owner and Lot, specifying the date or dates when due. A Supplementary Assessment may be added to and paid with installments of the Regular Assessment, or be otherwise payable as determined by the Board.

5.5 Special Assessments. Special Assessments shall be levied by the Board against a Lot to reimburse the Association for costs incurred in bringing an Owner or his Lot into compliance with this Declaration, or for any other charges designated as a Special Assessment in this Declaration, the Articles, By-Laws or Association rules.

5.6 Improvement Assessments. In addition to regular, supplementary and Special Assessments, the Association may levy in any calendar year an Improvement Assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction, improvement, acquisition or replacement of a described improvement to the Common Property, or additional Common Property, including the fixtures and personal property related thereto. Provided, however, that all such Improvement Assessments must be approved by the Owners of not less than two-thirds of the Lots. All amounts collected as Improvement Assessments may only be used for capital improvements and shall be deposited by the Board in a separate account to be

held in trust for such purposes. Said funds shall not be commingled with any other funds of the Association and shall be deemed a contribution to the capital account of the Association by the members.

5.7 Service Assessments. If the Association undertakes to provide materials or services which benefit individual Lots, but which can be accepted or not by the Owner, such as cable television service, contracting in bulk for repairs, services, materials or maintenance, or other similar procedures, then the amount paid or incurred by the Association on behalf of the Owner accepting or subscribing to such material or service shall be a form of assessment known as a Service Assessment, against such Owner and Lot. The Owner will be deemed to have agreed to such assessment by subscribing, requesting or accepting such material or service.

5.8 Uniform Assessments/Developer Guarantee. Regular, Supplementary, and Improvement Assessments shall be uniform, each Lot bearing an equal share, and collected at intervals as determined by the Board. Special and Service Assessments may not be uniform in amount because of their nature, but shall be processed in a uniform and non-discriminatory manner, and all Lots and Owners similarly situated shall be assessed in a uniform manner. Provided, however, that during the time the Developer is in control of the Association, he shall be exempt from all Assessments for Lots he owns if he shall guarantee that the Regular Assessment (together with Supplementary Assessments) shall not increase more than 25% per year, and that Developer will pay for any Common Expenses (other than reserves) in excess of that defrayed by funds generated from Regular and Supplementary Assessments at the guaranteed level. Developer may waive its assessment exemption at any time and withdraw its guarantee.

5.9 Commencement of Regular Assessments. Regular Assessments shall commence as to all Lots on the first day of the month following the conveyance of the first Lot by Developer to an individual Owner. If the amount budgeted to meet Common Expenses for the current year provide to be excessive, the Board in its discretion may either reduce the amount of Regular Assessments or abate collection of Regular Assessments, as it deems appropriate. No such reduction or abatement shall, however, result in a significant and adverse diminishment of the quantity or quality of services rendered by the Association.

5.10 Certificate of Payment. The Association shall upon request, furnish to any Owner liable for assessments a certificate in writing setting forth whether the assessments on a specified Lot have been paid, and the date and amount, if known, of the next assessments or installments coming due, together with the amount of any delinquency.

5.11 Exempt Property. The Common Property shall be exempt from all assessments created herein.

5.12 Amount of Regular Assessments. The initial Regular Assessment in effect for the calendar year for which the first Lot is conveyed by Developer shall be \$100.00 per annum per lot. Except upon the vote or written consent of the Regular Members owning a majority of the Lots, the Board shall not in any fiscal year levy Regular and Supplementary Assessments for such year which are in excess of the previous fiscal year's total of Regular and Supplementary Assessments times 25%.

5.13 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. All amounts collected as a reserve shall be deposited or invested by the Board in separate accounts to be held in trust for the purposes for which such funds are collected, and shall not be commingled with any other funds of the Association. Such reserve shall be deemed a contribution to the capital account of the Association by the members.

5.14 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.

5.15 Rights of Mortgagees. The lien of all assessments provided for herein which accrue and become due and payable with respect to any Lot after a mortgage is recorded thereon, but prior to the conveyance of title as a result of a foreclosure or a conveyance in lieu of foreclosure, shall be subordinate to the lien of such mortgage and the Owner acquiring title to such Lot as a result of such foreclosure or conveyance in lieu of such foreclosure shall not be liable for assessments pertaining to such Lot becoming due within such period. Such unpaid share of the Common Expense or assessments shall be deemed a Common Expense collectible from all Owners, including the person or institution acquiring title to such Lot through foreclosure or conveyance in lieu thereof. Nothing contained herein shall, however, relieve an Owner from responsibility from such unpaid assessments for the period of time he owned such Lot. Any assessments against a Lot accruing prior to the recordation of a mortgage or after the acquisition of title as a result of a foreclosure or deed in lieu of foreclosure shall be a lien against such Lot in the manner generally provided for herein.

5.16 Budget. The Board of Directors shall prepare an annual budget and make copies thereof available to all members at least thirty (30) days prior to the first day of the upcoming fiscal year. If the budget adopted by the Board establishes annual assessments requiring approval of the membership as otherwise provided herein, then the members shall be notified not less than thirty (30) days prior to a meeting of the membership at which the budget will be submitted to the membership for approval.

5.17 Non-payment of Assessment and Remedies of Association. If any assessment is not paid within thirty (30) days of the due date specified by the Association when the assessment is levied, then such assessment shall become delinquent and shall, together with such interest thereon and costs of collection thereof as hereinafter provided, be a continuing lien on the Lot against which such assessment is made, binding upon the Owner thereof, his heirs, personal representatives, tenants, successors and assigns. If any such assessment is not paid within such thirty (30) day period, then a late charge equal to 5% of the amount due shall be levied and the assessment shall bear interest from the date of delinquency at the maximum annual rate permitted by law. As a condition to bringing an action at law or for foreclosure of a lien, the Association shall first record a Notice of Lien among the Public Records of Manatee County, Florida, and furnish a copy of such notice to the then Owner (at the last know address of Owner) by United States mail, either certified or registered, return receipt requested. (Failure of the Association to obtain a receipt shall not, however, prevent enforcement of such assessment or lien.) If Association is unable to obtain a receipt from Owner, then Association may post the notice on the property. If such assessment, together with interest and costs attendant thereon, is not paid in full within thirty (30) days after the date such notice is deposited in the United States mail, then thereafter the Association may bring suit at law for damages or foreclose its lien, 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 furnish a recordable release of such notice.

5.18 Interest and Costs. All assessments and other amounts due the Association pursuant to this Declaration shall bear interest at the highest rate permitted by law. The liens in favor of the Association shall secure the amount of the assessment, all interest accruing thereon, late charges and all costs of collection thereof, whether enforced by suit or otherwise, including a reasonable attorney's fee at trial and any appellate level. The Association shall be entitled to recover

erest, late charges, costs and fees from any Owner
ly liable for the assessment as to which they apply.

ARTICLE VI.
DUTIES AND POWERS OF ASSOCIATION

6.1 General Duties and Powers of the Association. In addition to the duties and powers enumerated herein and in the Articles and By-Laws, and without limiting the generality thereof, the Association shall:

(a) Enforce the provisions of this Declaration, the Articles and By-Laws by appropriate means and carry out the obligations of the Association hereunder.

(b) Maintain, regulate and otherwise manage all of the Common Property.

(c) Pay any real and personal property taxes and other charges assessed against the Common Property unless same are separately assessed to the Owners.

(d) Obtain all required utility and other services for the Common Property, if desired by the Association.

(e) Contract for and maintain such policy or policies of insurance as may be required hereunder or as the Board deems necessary or desirable in furthering the purposes of and protecting the interest of the Association and its members.

(f) Have the duty of entry upon any Lot where necessary in connection with carrying out of Association responsibilities hereunder or the construction, maintenance or repair for the benefit of the Common Property or the Owners.

(g) Have the power to acquire additional Common Property by purchase or lease.

(h) Have the power to contract for cable television and other services for the benefit of Owners who subscribe thereto.

(i) Have the power to negotiate and contract for such materials and services for the benefit of the Owners who subscribe to or elect to accept such materials or services, with payment for same to be separately billed to the Owners or advanced by the Association and repaid to the Association by service assessment.

(j) Have the power to hire professional assistance (i.e.

legal, management, accounting) to properly execute the duties of the Association and Board.

(k) Have the power to borrow money and pledge assets of the Association as security therefor pursuant to this Declaration.

(l) Have the power to make and enforce reasonable rules and regulations governing the Common Property, which rules and regulations shall be consistent with this Declaration.

6.2. Implied Powers. The Association shall have all power and authority reasonably necessary for it to carry out each and every of its obligations set forth in this Declaration, the Articles or By-Laws, including any right or power reasonably to be implied from the existence of any other right, power, duty or obligation given to it or reasonably necessary to effectuate its obligations hereunder.

ARTICLE VII.
REPAIR AND MAINTENANCE

7.1. Repair and Maintenance by the Association. The Association shall be responsible for the maintenance, repair and replacement of the following:

(a) The Common Property.

(b) Areas within any public street or right-of-way that is contiguous or adjacent to all or any part of Saddlebag Creek Ranches, including but not limited to, decorative walls, fences, gates, landscaping and such other improvements and structures as may be located within such rights-of-way for aesthetic or decorative purposes by Developer, other than street improvements and public utilities to the extent that same is not maintained by public authorities to an acceptable level.

(c) The stormwater management system notwithstanding that all or any part may be located upon or within a Lot. All maintenance shall conform with all permit conditions specified by the Southwest Florida Water Management District (SWFWMD), Manatee County, and or other governmental bodies having jurisdiction.

(d) Ponds that make up part of the stormwater management system notwithstanding that all or any part may be located within a Lot. All activities shall conform to all permit conditions specified by SWFWMD, Manatee County, and other governmental bodies having jurisdiction.

BK 1522 PG 1131 14 of 37

(e) All signs, sidewalks, trails, fences, walls, outdoor lighting, landscaping, irrigation equipment, and other improvements and personal property located on the Common Property, or in the private street, if established and designated by Developer or Association to be the maintenance responsibility of the Association.

The expense of all the foregoing shall be a Common Expense except as otherwise herein expressly provided, and the Association shall provide a uniform level of maintenance, repair and replacement throughout Saddlebag Creek Ranches. Provided, however, that if an item of maintenance, repair or replacement is the result of any intentional or negligent act of an Owner or member, his tenants, family, agents, contractors, invitees or licensees, then the cost of such maintenance, repair or replacement, to the extent so caused, shall be the responsibility of the Lot Owner, and even though the cost thereof may be advanced as a common expense, same shall be billed to the Owner and his Lot for reimbursement as a special assessment hereunder. The Association shall have an easement across any Lot for the purpose of maintaining the Common Property or to fulfill any other of its rights, duties or obligations.

7.2 Repair and Maintenance by Owner. Except for the maintenance obligations of the Association as provided in Section 7.1 above, each Owner shall be responsible for the maintenance of his Lot and all improvements thereto. Each Owner shall be responsible for routine mowing of his Lot including areas around ponds which are not part of the Common Property. The Board shall have sole authority in determining whether an Owner is adequately maintaining such Owner's Lot and improvements as required by these Covenants.

7.3 Maintenance Standards. The Board may, from time to time, adopt and promulgate reasonable maintenance standards, so long as such standards are not contrary to the provisions of this Declaration. Such maintenance standards shall apply both to those maintenance categories that are the responsibility of the Owner and those that are the responsibility of the Association.

7.4 Right of Association to Maintain. If an Owner has failed to maintain or repair his Lot or the improvements thereon as required by this Declaration, then after notice as herein provided the Association may perform such maintenance and make such repairs that the Owner has failed to perform and make. All costs of such maintenance or repairs shall be assessed to the particular Owner and his Lot as a Special Assessment. Until so collected such costs shall be treated as a Common Expense.

ARTICLE VIII.
INSURANCE AND RECONSTRUCTION

8.1 Insurance by Association. The Association shall obtain and continue in effect as a Common Expense the following types of insurance.

(a) Comprehensive policy of public liability insurance covering the Common Property with limits to be approved by the Board, covering claims for personal injury and/or property damage.

(b) A policy of fire and casualty insurance with extended coverage for the full replacement value of all improvements to the common property, if determined feasible by the Board. The Association shall likewise insure tangible personal property owned by it.

(c) Board member insurance.

(d) Such other insurance in such other amounts and coverages as the Board shall from time to time determine to be appropriate and desirable.

8.2 Owner's Insurance. Each Owner shall be responsible for obtaining and maintaining 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.

8.3 Destruction of Improvements. In the event of partial or total destruction of improvements to the Common Property, it shall be the duty of the Association to restore and repair the same to its former condition as promptly as practical. The proceeds of any insurance maintained pursuant hereto shall be used for such purpose, subject to the prior rights of any mortgagee whose interest may be protected by said policy. If the proceeds of such insurance are insufficient to repair, restore or replace such damaged improvements, the Board shall initiate an improvement assessment and submit same to a vote of the members in accordance with this Declaration. Any reserves for deferred maintenance of damaged or destroyed improvements may also be used in such repair, replacement or reconstruction.

(a) 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. All such repair, replacement and reconstruction shall require architectural review as provided herein.

(b) Notwithstanding damage to or destruction of the

improvements to a Lot, the Lot Owner shall remain liable to the Association for all assessments in connection with such Lot. Such liability shall continue unabated, even though such Lot is not fit for occupancy or habitation, and even though such improvements are not reconstructed. In addition to liability for other assessments, such Lot may be liable for special assessments in connection with said Lot in accordance with this Section.

(c) 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 sixty (60) days after the date upon which the casualty occurs.

(d) A Lot Owner shall, within thirty (30) days of the date of the casualty, notify the Board in writing of his intention to rebuild or reconstruct. Failure to so notify shall be deemed evidence of such Owner's intention not to rebuild. Such Owner shall initiate architectural review within ninety (90) days of such notification, and shall commence rebuilding or reconstruction within sixty (60) days after final approval and prosecute same to completion. If for any reason the Lot Owner does not notify, initiate architectural review, commence or diligently pursue rebuilding or reconstruction within the time limits established herein, then he shall be deemed to have elected not to rebuild and the Association shall have the rights and duties hereinafter specified. An Owner may at any time notify the Association in writing of his election not to rebuild.

(e) If an Owner elects not to rebuild the improvements, or is deemed to have so elected under the provisions of this Section, then such Owner shall be obligated at his expense to remove all portions of the improvements remaining, except underground utility lines, which shall be secured. The Owner shall cause to be removed all parts of the improvements then remaining, including the slab and foundation. The Owner shall provide fill and seed or install sod so that the Lot shall thereupon give the appearance of an improved pasture. Such clearing and the restoration of the Lot shall be completed not later than thirty (30) days after the date upon which the Owner elects or is deemed to have elected not to rebuild.

(f) If an Owner fails to comply with any of the provisions of this Section, then the Association may perform such acts as are the responsibility of the Owner and the cost of same shall be treated initially as a

common expense, but charged against the Lot Owner as a special assessment.

(g) 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.

ARTICLE IX.
ARCHITECTURAL REVIEW

9.1 Architectural Review Committee. For the purposes of carrying out the architectural review process, there shall be established an Architectural Review Committee (herein "ARC"). The ARC shall consist of not less than three (3) nor more than seven (7) members, and shall initially consist of three (3) persons. The members of the ARC shall be appointed by the Board. The Board, in its discretion, has the right to appoint itself as the ARC. Members of the ARC may also at the same time serve as a member of the Board. Members of the ARC shall serve terms established by the Board. Provided, however, that anything herein contained to the contrary notwithstanding, until such time as the Developer no longer has the right to elect or designate a majority of the Board, the Developer shall serve as the ARC. The establishment of the number of members, method of selecting a chairman and other similar provisions for the composition of the Committee shall be as provided from time to time by the By-Laws.

9.2 Architectural Standards. The ARC may, from time to time, adopt and promulgate architectural standards for Saddlebag Creek Ranches. The standards may not be contrary to the provisions of this Declaration or the By-Laws and shall be consistent with the original architectural, structural, aesthetic and environmental concepts of Saddlebag Creek Ranches. All 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.

9.3 When Architectural Review Required. Architectural review shall be required in each of the following circumstances:

- ✓ (a) Whenever the Owner of a Lot proposes to construct any improvements thereto.
- ✓ (b) Whenever any exterior alteration or other exterior improvement to an existing Residential Unit or Lot is proposed by an Owner.

For the purposes of this Section, any structure, including but not limited to swimming pools, patios, gazebos, barns, outbuildings, antennas, flag poles, fences, playground and sports equipment, shall be deemed to be alterations or improvements subject to architectural review.

9.4 Procedure. If the ARC has established standards approving certain colors, materials, decorative or other items of routine maintenance, repair or minor improvement, the Owner or Association may comply with such standards without further approval. In all other situations there shall be submitted to the ARC a written application setting forth plans, colors, materials and other specifications for the activity for which review is required. The ARC may request additional and supplementary information. The Committee shall, within forty-five (45) days after receipt of a complete application, either approve or disapprove, or approve in part and disapprove in part, the application. The Committee shall specify its reasons for disapproval and annotate its decision by reference to architectural standards, where applicable. No work shall proceed except in compliance with this Declaration and architectural approval, where required.

9.5 Appeal. Except in the case of where the Developer or Board is acting as the ARC, any person aggrieved by a decision of the ARC may appeal that decision in whole or in part to the Board. Such appeal shall be initiated by filing a notice of appeal in writing with the Board specifying the portions of the decision appealed. Such notice shall be filed not later than fourteen (14) days after the date upon which the decision of the ARC is made.

9.6 Rules and Regulations and Fees. The ARC may adopt reasonable rules and regulations for the conduct of its authority. The Board may establish reasonable fees for architectural review.

ARTICLE X. USE RESTRICTIONS

The following protective restrictions, limitations, conditions and agreements are hereby imposed upon Saddlebag Creek Ranches and shall apply to all future Owners of said lands and any part thereof.

10.1 Single Family Residences. No Lot, tract or parcel shall be used for other than single family, private residential purposes. No building shall be erected, altered, placed or permitted to remain on any Lot other than one used as a single family dwelling, except for out buildings as permitted hereby. No building or other improvement or structure may be erected without architectural review and approval. Guest cottages/quarters are permitted provided no consideration is paid (i.e. rent).

10.2 Prohibition Against Further Subdivision. The Lots shall not be further subdivided so as to create additional Lots, tracts

or parcels for uses permitted herein, it being the intent of these Covenants that the property shall at all times be limited to that number of single family homesites conveyed as separate Lots by the Developer, excluding however the Common Property. Nothing contained herein shall be deemed to prevent the conveyance of portions of a private Lot to the Owner of an adjacent Lot to the end that deeded Lot lines may be reconfigured, and upon such a conveyance the parcel so created shall be deemed a single family residential parcel and a "Lot" subject to the provisions hereof, as though same were originally conveyed as such. Provided further that when Developer conveys single family building sites, such parcels conveyed by Developer shall be deemed a "Lot" subject to the provisions hereof. In accordance with the Manatee County Land Development Code, no Residential Unit may be constructed on a Lot or parcel containing less than five (5) acres of land.

10.3 Garages and Outbuildings. All garages must be a size capable of enclosing two (2) full-sized automobiles and either be attached to and form an integral part of the main residential dwelling structure, or be a semi-detached outbuilding. There shall be no more than two outbuildings located upon each Lot. All such outbuildings shall conform architecturally and structurally to the main residential dwelling, which conformance shall be deemed to include the same or substantially consistent architectural style and the use of identical or substantially similar exterior materials and roof design. The ARC shall determine in each instance whether outbuildings have sufficient physical connection to the main structure so as to comply herewith.

10.4 Size of Dwellings. No single-level residential dwelling constructed on Lots shall have fewer than 1,800 square feet of enclosed air conditioned living space. Two-story residential dwellings shall have a minimum of 2,200 square feet of enclosed air conditioned living space. For the purpose of this Section, the term "enclosed living space" shall not include garages, barns, workshops, porches, patios, lanais or breezeways.

10.5 Residential Use. Subject to the Developer's reservation of the right to use Saddlebag Creek Ranches for the development, construction, administration and sale of Lots, no Lot shall be used or caused to be used or allowed or authorized in any way, directly or indirectly, for any business, commercial, charitable, manufacturing, mercantile, storing, vending or any non-residential purpose. Notwithstanding anything to the contrary the Board may approve certain at home businesses such as but not limited to artist, cartoonist, writer, etc., provided that such approval shall in no way violate any regulations or ordinances of Manatee County.

10.6 Signs. No sign or billboard of any kind shall be

displayed to public view from any Lot or living unit, or elsewhere in Saddlebag Creek Ranches, except as follows:

(a) Directional and informational signs associated with the Common Property or Saddlebag Creek Ranches in general, as may be approved by the Board.

(b) One sign advertising a Lot for sale or lease so long as same shall not be larger than four square feet of surface area, and shall be removed promptly after the sale or rental of such premises.

(c) Signs used by Developer, its successors or assigns or its sales agents in connection with the development and sale of Saddlebag Creek Ranches.

(d) Small address and family nameplates as may be approved by the ARC in a uniform manner.

(e) One sign of not more than fifteen (15) square feet, but not wider than five (5) feet nor higher than three (3) feet, identifying the builder or contractor during the period of construction.

10.7 Noxious/Nuisance Activities. No noxious or offensive activity shall be carried upon or within any Lot, Residential Unit, or the Common Property, nor shall anything be done or placed thereon which may be or become a nuisance, or cause unreasonable embarrassment, disturbance or annoyance to any other Owner or unreasonable interference with his enjoyment of his own Lot, living unit or the Common Property, or has the potential of having an adverse impact on the economic value of other properties in Saddlebag Creek Ranches.

10.8 Temporary Structures. No structure of a temporary character shall be placed upon any Lot at any time; provided however, that this prohibition shall not apply to shelters or temporary structures used during the active construction of permanent structures. Provided further that permitted temporary structures may not at any time be used as a residence or be permitted to remain on the Lot after completion of construction.

10.9 Recreational Vehicles/Motorcycles, Vans, Commercial Vehicles and Trucks. No trailer, camper, motor home, RV, off-road vehicles, water craft, boat, boat trailer, commercial vehicles, collector-vehicles, tractors, mowers or service vehicles shall be permitted to remain upon a Lot unless placed and maintained within an enclosed barn, outbuilding or garage, other than for temporary parking, or located on a lot so as to be screened from view from roadways and adjoining properties by shrubbery or natural vegetation. Temporary parking shall mean the parking of such vehicles belonging to or being used by Owners or

their guests for loading and unloading purposes only. No ATV's, dirt bikes, go-carts or similar vehicles (motorcycles) shall be permitted to be operated on any of the roads or Common Property within Saddlebag Creek Ranches.

10.10 Utilities. All utility services serving a lot, including but not limited to water, sewer, electricity, gas, cable, television and telephone, shall be located beneath ground unless approved by the ARC due to physical conditions of the lot.

10.11 Animals. All animals shall be kept within an enclosed fenced area on a lot. Animals shall not be kept, bred or maintained in numbers or in a manner deemed unreasonable by the Board. Any animals, whether from number, disposition or otherwise, that cause, create or contribute to a nuisance or unreasonable disturbance or annoyance or noise may be required to be permanently removed within thirty (30) days of receipt of written notice from the Board to the Owner. All animal owners shall be fully responsible for the actions of their animals.

10.12 Unsightly Items. Trash, rubbish, garbage, junk, debris or other unsightly materials or objects of any kind shall be regularly removed from the Lots and shall not be allowed to accumulate thereon. If any Owner shall fail to remove such unsightly items or objects, then after reasonable written notice to the Owner, the Association or its agents may enter upon such Lot and cause such work to be performed, and the cost thereof shall be a special assessment against such Owner and the Lot. The Association and those acting for it shall not be responsible for any damages on account of the disposition of any accumulated materials so removed so long as the Association exercises good faith.

10.13 Antennas, Masts and Poles. No television, radio or other electronic antenna, mast, dish or other similar device shall be erected, constructed, placed or permitted to remain upon any Lot or upon any building constructed on such Lot unless same is screened from view from the roadway and adjacent properties.

10.14 Miscellaneous Visual Restrictions. No clothes lines or other exterior clothes drying apparatus shall be permitted, unless completely screened from view from the roadway and adjacent property. All solar heating and other alternative energy resource systems shall only be installed so as to be completely screened from view from the roadway and adjacent properties.

10.15 Drainage. First floor levels, grading and contours of each Lot shall be such as to provide proper drainage of the Lot

without adversely affecting adjacent properties. Once a proper drainage pattern is established, no filling or grading shall be done that would adversely affect such drainage pattern. All slopes and swales providing such drainage shall be maintained by ~~The Lot Owner.~~

~~the Lot owner.~~

10.16 Fences. All fences and walls shall be approved prior to construction by the ARC.

10.17 Driveways. All driveways, walks and parking areas shall be approved by the ARC. All driveways shall be built over a minimum of fifteen (15) feet of eighteen (18) inch diameter culvert lid in the drainage swale adjacent Saddlebag Creek Road. The culvert shall have mitered concrete end sections and be approved by the ARC and by Manatee County.

10.18 Ponds. Lakes or ponds may be constructed on Lots, provided Owners obtain all necessary permits and said lakes/ponds do not violate these restrictions. All excess fill material shall be removed or leveled within thirty (30) days after completion of construction

10.19 Environmental Preservation.

(a) No Owner of property within the subdivision may construct or maintain any building or residential structure, or undertake or perform any filling in the wetlands, SWFWMD buffer areas described in the approved permit and recorded plat of the subdivision, unless prior approval is received from SWFWMD pursuant to Chapter 40D-4.

(b) It shall be the responsibility of each Owner within the subdivision at the time of construction of a building, residence or structure, to comply with the construction plans for the surface water management system pursuant to Chapter 40D-4 FAC approved and on file with the Southwest Florida Water Management District.

(c) No Owner or resident shall perform any activity on a Lot which impacts or affects a wetland or other environmentally sensitive area without receiving and complying with all proper permits from all governmental agencies having jurisdiction. Additional permitting is required if any of the following activities are proposed:

- (1) Alteration to the master drainage system.
- (2) Construction of manmade ponds or lakes.
- (3) Encroachment into wetlands, wetland buffers or adjacent off-site property line buffers.

BK 1522 PG 1140 23 of 37

(4) Fill encroachment into 100-year flood plain.

(d) All building permit applications are subject to approval by the Environmental Management Department. All lots containing wetland or having wetlands within 200' of the site shall be required to contact the Southwest Florida Management District (SWFWMD) for assistance in establishing/verifying the landward extent of jurisdictional wetlands. Building permit applications at minimum shall include a certified wetlands survey for on-site wetlands, identification of wetlands within 200' of the site, and special habitat delineation, as required pursuant to Section 721.4.2 of the Manatee County Land Development Code.

(e) Wetland buffers shall be provided for all on-site wetland and wetlands within close proximity of the site as required pursuant to Section 719.11.1 of the Manatee County Land Development Code. A site plan delineating wetlands, required wetland buffers, and proposed improvements shall be submitted concurrently with the building permit application. An additional fifteen foot setback from the upland edge of the wetland buffer and adjacent structures is required pursuant to Section 702.6.10 of the Manatee County Land Development Code. A Conservation Easement inclusive of the areas defined as wetlands/wetland buffers shall be dedicated to the County prior to Certificate of Occupancy issuance.

(f) No owner or resident shall perform any activity on a lot which impacts or affects a wetland or wetland buffer without receiving approval from Manatee County or other agencies having jurisdiction. Wetland buffers are to remain in their natural state and are to be protected in accordance with the conditions included in the executed Conservation Easement.

(g) No septic tanks shall be located within seventy-five feet from a jurisdictional wetland.

10.20 Leasing. No Residential Unit may be leased unless the entire unit is leased to the same tenant and no Unit may be sub-leased. No Residential Unit may be leased for a period of less than twelve (12) months. Each lease shall contain the agreement of the tenant to comply with this Declaration and if the lease does not so provide same it shall be deemed to include such provision. All leases shall be subordinate to any lien filed by the Association.

ARTICLE XI.
EASEMENTS

11.1 Developer hereby creates and reserves for the

BK 1572 PG 1141 24 of 37

Developer, its successors and/or assigns, and for Lot Owners, the following non-exclusive easements which shall run with the land. As the Developer conveys lots to owners, such Deeds of Conveyance shall include a sketch of legal description which may identify the location of the following described easements which the Developer hereby creates and reserves for the below listed purposes:

(a) Bridle Path/Equestrian Trail. This easement is for the purpose of horseback riding by Lot Owners, Residents and their guests. The bridle path shall not be obstructed by fencing or other structures. The Board shall establish rules and regulations regarding use of the Bridle Path/Equestrian Easement.

(b) General Utility Easements. An easement twenty (20) feet in width along the rear property line, five (5) feet in width along each side property line, and ten (10) feet in width along each front property line is reserved for use by the Developer, its successors and assigns, and utility/service providers authorized by Developer for installation and maintenance of utilities and drainage facilities. Provided, however, should two parcels be owned by a single Owner to be used as a single homesite, the easements on the side Lot lines should be limited to the exterior property lines only, and the interior property lines shall not be encumbered.

(c) "Mark" Property Easement. The owners of the Mark Property (and their heirs, successors and assigns) have an easement to utilize the private road as access to the Mark property by virtue of an Easement Agreement dated June 11, 1992, and recorded in O. R. Book 1383, Page 660, Public Records of Manatee County, Florida, as modified in O. R. Book 1439, Page 1093; O. R. Book 1492, Page 7750, and O. R. Book _____, Page _____. Developer reserves the right to continue to modify said easement.

(d) Private Road/Common Property Easement. Developer reserves for itself and its successors and/or assigns, and for the benefit of other contiguous property owned by Developer and/or its assigns, a non-exclusive easement for ingress/egress, drainage/water retention, signage, landscaping and utilities over and across the private roads located in Saddle Bag Creek and all Common Property.

ARTICLE XII.
GENERAL PROVISIONS

12.1 Enforcement. The Association or any Owner shall have the right to enforce by proceedings at law or in equity all

restrictions, conditions, easements, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration, or any amendment hereto, including the right to prevent the violation of any such provisions and the right to recover damages for such violations; provided, however, that with respect to assessment liens under Association rules, the Association shall have the exclusive right to the enforcement thereof. Failure by the Association or any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter. Additional enforcement powers are contained in the Association By-Laws.

12.2 Severability. Invalidation of any one of these Covenants, conditions or restrictions by a court of competent jurisdiction shall not affect any other provisions, which shall remain in full force and effect.

12.3 Covenants. The covenants, conditions and restrictions and easements of this Declaration shall run with the land, bind all the property and inure to the benefit of and be enforceable by the Association or any Owner as provided above, their respective personal representatives, heirs, successors and assigns.

12.4 Construction. The provisions of this Declaration shall be liberally construed to effectuate its purpose of creating a uniform plan for the development of a quality single-family, rural residential community, and for the maintenance of the Common Property. The Article and Section headings have been inserted for convenience only, and shall not be considered or referred to in resolving questions of interpretation or construction. This Declaration shall be construed under the law of Florida. Whenever the context of this Declaration, the Articles or By-Laws, require, the singular shall include the plural and the plural the singular, and any one gender may refer to any other gender.

12.5 Amendment. Subject to the rights of Developer, this Declaration may not be amended by the Owners during the first three (3) years after this Declaration is recorded. Thereafter, this Declaration may be amended only by the affirmative written consent or vote of the Owners of not less than 75% of all the Lots covered hereby. No amendment shall be valid without written approval of the Developer, its successors or assigns, while Developer owns any land subject to this Declaration, but which approval shall not be unreasonably withheld. This Declaration may be amended if 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.

12.6 Attorneys Fees. 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 judgment a reasonable attorney's fees and the costs of such suit. In the event the Association is a prevailing party in such action, the amount of such attorneys fees and costs shall be a special assessment with respect to the Lot involved in the action.

12.7 Compliance with Manatee County Land Development Code. Attached to this Declaration and hereby made a part hereof are the following documents required by Manatee County:

- Exhibit "B" - Notice to Buyers
- Exhibit "C" - Fiscal Program
- Exhibit "D" - Maintenance Program
- Exhibit "E" - Listing of Holdings
- Exhibit "F" - Right of Entry

12.8 Developer. Anything herein to the contrary notwithstanding, during the time that Developer is a Developer Member of the Association and is actively developing Saddlebag Creek Ranches, Developer reserves the right to amend this Declaration, the Articles and the By-Laws in any manner whatsoever; provided, however, that Developer may not alter the character of the development as single family residential. Developer further reserves the right to use Lots owned by it for administrative and marketing offices for use by itself and its agents, and to erect temporary structures for use in its development business. So long as Developer owns any Lot of record, it may establish the licenses, reservations, easements and rights of way in favor of itself, suppliers of utility and similar services and public authorities as may from time to time be reasonably necessary to the proper development and disposition of the subdivision. In an instance where a structure has been erected, or the construction thereof is substantially advanced, in a manner that violates the restrictions of Article X, or in such a manner that same encroaches on any lot line, easement area or setback line, Developer reserves the right to release the Lot from the restriction and to grant an exception to permit the encroachment by the structure, so long as Developer, in the exercise of its sole discretion, determines that the release, waiver or exception will not materially and adversely affect the health, safety and welfare of the members, the value of adjacent Lots, and the appearance of Saddlebag Creek Ranches. Developer's rights hereunder may be assigned to any successor to all or part of Developer's interest in Saddlebag Creek Ranches, by express assignment incorporated in a deed or a separate instrument, and such Developer rights shall inure to any mortgagee of Developer

who acquires title to undeveloped portions of the property by foreclosure or deed in lieu of foreclosure.

IN WITNESS WHEREOF, Developer has caused these presents to be executed in its name by its officers thereunto duly authorized this 13th day of May, 1997.

Signed, sealed and delivered in the presence of:

SADDLEBAG CREEK RANCH, INC.,
a Michigan corporation

BY: Jarvis Williams
Jarvis Williams, President

Elisa Giulianelli
Witness
Print Name: _____

ELISA GIULIANELLI
Witness
Print Name: Richard J. Carver

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this 13th day of May, 1997, by Jarvis Williams, President of Saddlebag Creek Ranch, Inc., a Michigan corporation, on behalf of the corporation, who is personally known to me or who has produced _____ as identification and who did not take an oath.

Elisa Giulianelli
Notary Public

THIS INSTRUMENT PREPARED BY:
STEPHEN R. DYE, ESQUIRE
Dye, Scott, Prather & Petruff, P.A.
P.O. Box 9480
Bradenton, Florida 34206
(941) 748-4411

ELISA GIULIANELLI
NOTARY PUBLIC - MACOMB COUNTY, MI
MY COMMISSION EXP. 10/30/2001

\\Saddle Bag Creek\Association Docs\Dec. of Cov..doc

BK 1592 PG 1145 28 of 37

LAND DESCRIPTION:

A PARCEL OF LAND LOCATED IN SECTION 31, TOWNSHIP 35 SOUTH, RANGE 21 EAST, MANATEE COUNTY, FLORIDA AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCE AT THE SOUTHEAST CORNER OF SECTION 36, TOWNSHIP 35 SOUTH, RANGE 20 EAST, MANATEE COUNTY, FLORIDA, THENCE NORTH 00° 43' 32" EAST ALONG SAID LINE OF SAID SECTION 36 A DISTANCE OF 385.87 FEET TO THE NORTHERLY MAINTAINED RIGHT-OF-WAY OF STATE ROAD 70, THENCE SOUTH 89° 53' 59" EAST ALONG SAID NORTHERLY MAINTAINED RIGHT-OF-WAY A DISTANCE OF 685.19 FEET TO THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 1358.21 FEET, A DELTA OF 29° 57' 18" AND A CHORD BEARING SOUTH 74° 55' 20" EAST 702.03 FEET THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 710.09 FEET, THENCE SOUTH 59° 56' 41" EAST A DISTANCE OF 165.85 FEET TO A FOUND CONCRETE MONUMENT, THENCE CONTINUE ALONG SAID RIGHT-OF-WAY LINE SOUTH 59° 56' 41" EAST A DISTANCE OF 1625.83 FEET TO A SET CONCRETE MONUMENT (#3524) MARKING THE POINT OF BEGINNING, THENCE CONTINUE SOUTH 59° 56' 41" EAST A DISTANCE OF 134.11 FEET TO A SET CONCRETE MONUMENT (#3524) MARKING THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 25.00 FEET, A DELTA OF 87° 39' 11" AND A CHORD BEARING NORTH 16° 07' 06" WEST 34.82 FEET, THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 38.25 FEET TO A SET CONCRETE MONUMENT (#3524), THENCE NORTH 27° 42' 30" EAST A DISTANCE OF 435.95 FEET TO A SET CONCRETE MONUMENT (#3524), THENCE CONTINUE NORTH 27° 42' 30" EAST A DISTANCE OF 569.29 FEET TO A SET CONCRETE MONUMENT (#3524) MARKING THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 608.00 FEET, A DELTA OF 69° 11' 27" AND A CHORD BEARING NORTH 62° 18' 13" EAST 690.42 FEET, THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 734.22 FEET TO A SET CONCRETE MONUMENT (#3524), THENCE SOUTH 85° 06' 03" EAST A DISTANCE OF 950.95 FEET TO A SET CONCRETE MONUMENT (#3524), THENCE CONTINUE SOUTH 83° 06' 03" EAST A DISTANCE OF 1144.87 FEET TO A SET CONCRETE MONUMENT (#3524), THENCE SOUTH 03° 10' 14" WEST A DISTANCE OF 225.12 FEET TO A SET CONCRETE MONUMENT (#3524), THENCE SOUTH 86° 49' 46" EAST A DISTANCE OF 233.44 FEET TO A SET CONCRETE MONUMENT (#3524), THENCE NORTH 03° 10' 14" EAST A DISTANCE OF 226.90 FEET TO A SET CONCRETE MONUMENT (#3524), THENCE NORTH 89° 50' 41" EAST A DISTANCE OF 185.57 FEET TO A SET CONCRETE MONUMENT (#3524) MARKING THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 248.00 FEET, A DELTA OF 67° 24' 10" AND A CHORD BEARING SOUTH 56° 27' 14" EAST 275.21 FEET, THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 291.75 FEET TO A SET CONCRETE MONUMENT (#3524), THENCE SOUTH 22° 45' 09" EAST A DISTANCE OF 94.94 FEET TO A SET CONCRETE MONUMENT (#3524) MARKING THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 342.00 FEET, A DELTA OF 67° 07' 39" AND A CHORD BEARING SOUTH 56° 18' 59" EAST 378.16 FEET, THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 400.69 FEET TO A SET CONCRETE MONUMENT (#3524), THENCE SOUTH 68° 52' 48" EAST A DISTANCE OF 516.52 FEET TO A SET CONCRETE MONUMENT (#3524), THENCE SOUTH 19° 34' 47" EAST A DISTANCE OF 265.57 FEET TO A SET CONCRETE MONUMENT (#3524), THENCE NORTH 70° 25' 13" EAST A DISTANCE OF 297.53 FEET TO A SET CONCRETE MONUMENT (#3524), THENCE NORTH 19° 34' 47" WEST A DISTANCE OF 248.60 FEET TO A SET CONCRETE MONUMENT (#3524) MARKING THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 312.00 FEET, A DELTA OF 10° 08' 15" AND A CHORD BEARING NORTH 47° 41' 02" EAST 54.95 FEET, THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 55.02 FEET TO A SET CONCRETE MONUMENT (#3524), THENCE NORTH 42° 37' 55" EAST A DISTANCE OF 128.39 FEET TO A SET CONCRETE MONUMENT (#3524) MARKING THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 288.92 FEET, A DELTA OF 51° 37' 35" AND A CHORD BEARING NORTH 16° 49' 07" EAST 234.20 FEET, THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 242.32 FEET TO A SET CONCRETE MONUMENT (#3524) MARKING THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 120.00 FEET, A DELTA OF 45° 08' 24" AND A CHORD BEARING NORTH 19° 35' 02" EAST 92.15 FEET, THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 94.58 FEET TO A SET CONCRETE MONUMENT (#3524), THENCE NORTH 38° 09' 44" EAST A DISTANCE OF 74.67 FEET TO A SET CONCRETE MONUMENT (#3524) MARKING THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 120.00 FEET, A DELTA OF 32° 11' 58" AND A CHORD BEARING NORTH 20° 03' 45" EAST 66.55 FEET, THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 67.44 FEET TO A SET CONCRETE MONUMENT (#3524), THENCE NORTH 03° 57' 46" EAST A DISTANCE OF 187.41 FEET TO A SET CONCRETE MONUMENT (#3524) MARKING THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 70.00 FEET, A DELTA OF 36° 05' 32" AND A CHORD BEARING NORTH 14° 05' 00" WEST 43.37 FEET, THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 44.08 FEET TO A SET CONCRETE MONUMENT (#3524), THENCE NORTH 32° 07' 46" WEST A DISTANCE OF 126.42 FEET TO A SET CONCRETE MONUMENT (#3524) MARKING THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 25.00 FEET, A DELTA OF 71° 27' 51" AND A CHORD BEARING NORTH 03° 36' 09" EAST 29.20 FEET, THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 31.18 FEET TO A SET CONCRETE MONUMENT (#3524) MARKING THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 92.00 FEET, A DELTA OF 279° 49' 54" AND A CHORD BEARING SOUTH 79° 25' 08" WEST 118.48 FEET, THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 449.33 FEET TO A SET CONCRETE MONUMENT (#3524) MARKING THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 25.00 FEET, A DELTA OF 58° 49' 56" AND A CHORD BEARING SOUTH 31° 04' 51" EAST 24.56 FEET, THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 25.67 FEET TO A SET CONCRETE MONUMENT (#3524) MARKING THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 781.89 FEET, A DELTA OF 13° 50' 13" AND A CHORD BEARING SOUTH 08° 35' 00" EAST 188.37 FEET, THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 188.83 FEET TO A SET CONCRETE MONUMENT (#3524) MARKING THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 195.19 FEET, A DELTA OF 32° 55' 32" AND A CHORD BEARING SOUTH 00° 57' 40" WEST 110.63 FEET, THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 112.17 FEET TO A SET CONCRETE MONUMENT (#3524) MARKING THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 691.63 FEET, A DELTA OF 22° 11' 34" AND A CHORD BEARING SOUTH 06° 19' 39" WEST 286.22 FEET, THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 267.90 FEET TO A SET CONCRETE MONUMENT (#3524) MARKING THE POINT OF

REVERSE CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 184.92 FEET, A DELTA OF 47° 24'04" AND A CHORD BEARING SOUTH 18° 14' 148.66 FEET, THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 152.99 FEET TO A SET CONCRETE MONUMENT (#3524), THENCE SOUTH 42° 37'55" WEST A DISTANCE OF 128.59 FEET TO A SET CONCRETE MONUMENT (#3524) MARKING THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 228.00 FEET, A DELTA OF 47° 29'17" AND A CHORD BEARING SOUTH 66° 22'34" WEST 183.61 FEET, THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 188.97 FEET TO A SET CONCRETE MONUMENT (#3524), THENCE NORTH 89° 52'48" WEST A DISTANCE OF 556.43 FEET TO A SET CONCRETE MONUMENT (#3524) MARKING THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 258.00 FEET, A DELTA OF 67° 07'39" AND A CHORD BEARING NORTH 56° 18'59" WEST 285.28 FEET, THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 302.27 FEET TO A SET CONCRETE MONUMENT (#3524), THENCE NORTH 22° 45'09" WEST A DISTANCE OF 94.94 FEET TO A SET CONCRETE MONUMENT (#3524) MARKING THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 332.00 FEET, A DELTA OF 67° 24'10" AND A CHORD BEARING NORTH 56° 27'14" WEST 368.43 FEET, THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 390.56 FEET TO A SET CONCRETE MONUMENT (#3524), THENCE SOUTH 89° 50'41" WEST A DISTANCE OF 243.74 FEET TO A SET CONCRETE MONUMENT (#3524) MARKING THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 35.00 FEET, A DELTA OF 90° 17'00" AND A CHORD BEARING NORTH 45° 00'49" WEST 49.62 FEET, THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 55.15 FEET TO A SET CONCRETE MONUMENT (#3524), THENCE NORTH 00° 07'41" EAST A DISTANCE OF 1270.50 FEET TO A SET CONCRETE MONUMENT (#3524), THENCE SOUTH 89° 52'19" EAST A DISTANCE OF 238.59 FEET TO A SET CONCRETE MONUMENT (#3524), THENCE NORTH 00° 07'41" EAST A DISTANCE OF 240.93 FEET TO A SET CONCRETE MONUMENT (#3524), THENCE NORTH 89° 52'19" WEST A DISTANCE OF 238.59 FEET TO A SET CONCRETE MONUMENT (#3524), THENCE NORTH 00° 07'41" EAST A DISTANCE OF 107.87 FEET TO A SET CONCRETE MONUMENT (#3524) MARKING THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 318.00 FEET, A DELTA OF 10° 23'39" AND A CHORD BEARING NORTH 05° 19'30" EAST 57.61 FEET, THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 57.69 FEET TO A SET CONCRETE MONUMENT (#3524) MARKING THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 642.00 FEET, A DELTA OF 18° 02'45" AND A CHORD BEARING NORTH 01° 29'57" EAST 201.37 FEET, THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 202.20 FEET TO A SET CONCRETE MONUMENT (#3524) MARKING THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 1118.00 FEET, A DELTA OF 07° 25'00" AND A CHORD BEARING NORTH 03° 48'55" WEST 144.62 FEET, THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 144.72 FEET TO A SET CONCRETE MONUMENT (#3524), THENCE NORTH 00° 06'25" WEST A DISTANCE OF 772.30 FEET TO A SET CONCRETE MONUMENT (#3524), THENCE NORTH 89° 53'35" EAST A DISTANCE OF 231.75 FEET TO A SET CONCRETE MONUMENT (#3524), THENCE NORTH 00° 06'25" WEST A DISTANCE OF 228.91 FEET TO A SET CONCRETE MONUMENT (#3524), THENCE SOUTH 89° 53'35" WEST A DISTANCE OF 231.75 FEET TO A SET CONCRETE MONUMENT (#3524), THENCE NORTH 00° 06'25" WEST A DISTANCE OF 32.68 FEET TO A SET CONCRETE MONUMENT (#3524) MARKING THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 25.00 FEET, A DELTA OF 56° 03'53" AND A CHORD BEARING NORTH 27° 26'32" EAST 23.11 FEET, THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 24.03 FEET TO A SET CONCRETE MONUMENT (#3524) MARKING THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE SOUTH HAVING A RADIUS OF 92.00 FEET, A DELTA OF 290° 07'47" AND A CHORD BEARING SOUTH 89° 53'35" WEST 105.37 FEET, THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 465.86 FEET TO A SET CONCRETE MONUMENT (#3524) MARKING THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE SOUTHWEST HAVING A RADIUS OF 25.00 FEET, A DELTA OF 55° 03'53" AND A CHORD BEARING SOUTH 27° 38'21" EAST 23.11 FEET, THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 24.03 FEET TO A SET CONCRETE MONUMENT (#3524), THENCE SOUTH 00° 06'25" EAST A DISTANCE OF 1033.89 FEET TO A SET CONCRETE MONUMENT (#3524) MARKING THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHEAST HAVING A RADIUS OF 1202.00 FEET, A DELTA OF 07° 25'00" AND A CHORD BEARING SOUTH 08° 48'55" EAST 155.49 FEET, THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 155.60 FEET TO A SET CONCRETE MONUMENT (#3524) MARKING THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE WEST HAVING A RADIUS OF 558.00 FEET, A DELTA OF 18° 02'45" AND A CHORD BEARING SOUTH 01° 29'57" WEST 175.02 FEET, THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 175.75 FEET TO A SET CONCRETE MONUMENT (#3524) MARKING THE POINT OF REVERSE CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 402.00 FEET, A DELTA OF 10° 23'39" AND A CHORD BEARING SOUTH 05° 19'30" WEST 72.83 FEET, THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 72.93 FEET TO A SET CONCRETE MONUMENT (#3524), THENCE SOUTH 00° 07'41" WEST A DISTANCE OF 348.80 FEET TO A SET CONCRETE MONUMENT (#3524), THENCE SOUTH 00° 07'41" WEST A DISTANCE OF 1261.20 FEET TO A SET CONCRETE MONUMENT (#3524) MARKING THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 35.00 FEET, A DELTA OF 96° 48'15" AND A CHORD BEARING SOUTH 48° 30'49" WEST 52.33 FEET, THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 59.11 FEET TO A SET CONCRETE MONUMENT (#3524), THENCE NORTH 83° 06'03" WEST A DISTANCE OF 1151.43 FEET TO A SET CONCRETE MONUMENT (#3524), THENCE NORTH 06° 53'57" EAST A DISTANCE OF 251.22 FEET TO A SET CONCRETE MONUMENT (#3524), THENCE NORTH 89° 06'03" WEST A DISTANCE OF 247.49 FEET TO A SET CONCRETE MONUMENT (#3524), THENCE SOUTH 06° 53'57" WEST A DISTANCE OF 251.22 FEET TO A SET CONCRETE MONUMENT (#3524), THENCE NORTH 83° 06'03" WEST A DISTANCE OF 703.46 FEET TO A SET CONCRETE MONUMENT (#3524) MARKING THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE SOUTHEAST HAVING A RADIUS OF 692.00 FEET, A DELTA OF 69° 11'27" AND A CHORD BEARING SOUTH 62° 18'13" WEST 785.80 FEET, THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 835.66 FEET TO A SET CONCRETE MONUMENT (#3524), THENCE SOUTH 27° 42'30" WEST A DISTANCE OF 969.29 FEET TO A SET CONCRETE MONUMENT (#3524), THENCE NORTH 62° 17'30" WEST A DISTANCE OF 220.06 FEET TO A SET CONCRETE MONUMENT (#3524), THENCE SOUTH 27° 42'30" WEST A DISTANCE OF 250.50 FEET TO A SET CONCRETE MONUMENT (#3524), THENCE SOUTH 62° 17'30" EAST A DISTANCE OF 220.06 FEET TO A SET CONCRETE MONUMENT (#3524), THENCE SOUTH 27° 42'30" WEST A DISTANCE OF 179.96 FEET TO A SET CONCRETE MONUMENT (#3524) MARKING THE POINT OF CURVATURE OF A CURVE CONCAVE TO THE NORTHWEST HAVING A RADIUS OF 25.00 FEET, A DELTA OF 92° 20'49" AND A CHORD BEARING SOUTH 73° 52'54" WEST 36.07 FEET, THENCE ALONG THE ARC OF SAID CURVE A DISTANCE OF 40.29 FEET TO THE POINT OF BEGINNING CONTAINING 29.42 ACRES MORE OR LESS.

7 6
1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28
29
30
31
32
33
34
35
36
37
38
39
40
41
42
43
44
45
46
47
48
49
50
51
52
53
54
55
56
57
58
59
60
61
62
63
64
65
66
67
68
69
70
71
72
73
74
75
76
77
78
79
80
81
82
83
84
85
86
87
88
89
90
91
92
93
94
95
96
97
98
99
100

EXHIBIT "B"

NOTICE TO BUYERS

To the purchasers of Lots in Saddlebag Creek Ranches,
Manatee County, Florida.

You are hereby notified that the purchase of your Lot is
subject to:

- 1) The Declaration of Covenants, Conditions, Restrictions, and Easements, a copy of which is provided upon execution of your contract to purchase.
- 2) Ownership of a Lot in the rural subdivision automatically makes you a member of the Saddlebag Creek Ranch Homeowners Association and you are subject to its Declaration, Articles of Incorporation, By-Laws and Regulations. Each Lot entitles its Owner to one vote in the affairs of the Association.
- 3) The Homeowners Association owns and controls the Common Property, as described in the Listing of Holdings and Declaration, and has the right and power to assess and collect for the cost of maintenance and care of all property and uses under the purview of the non-profit organization which you have the right to enjoy, in accordance with the Declaration, the Articles of Incorporation, and By-Laws of the Association. A ten-year estimated Fiscal Program is included as part of the Declaration.
- 4) The initial assessment by Saddlebag Creek Ranch Homeowners is \$100.00 annually for each parcel. You are notified hereby that the Association may increase that amount as may be required to maintain the amenities of the subdivision.
- 5) Manatee County requires concurrency review for a "Certificate of Level of Service Compliance" prior to the issuance of building permits for construction. Concurrency review for rural subdivisions is required when a building application for a single family home is submitted for review. The goal of concurrency review is to ensure that as development progresses in a given area that the public facilities such as potable water, sewer, solid waste, roads, schools, fire protection and parks (infrastructure) are adequate for the development taking place. Wetland protection will

be required and assessed at the building permit stage for each permit.

- 6) All building permit applications shall be submitted to the Manatee County Environmental Management Department (EMD) for review. All lots containing wetlands shall also be required to contact SWFWMD for assistance in verifying the landward extent of jurisdictional wetlands. A certified wetlands survey shall be included in each building permit application for lots containing wetlands. Prior to Certificate of Occupancy/Temporary Certificate of Occupancy, a Conservation Easement for the areas defined as wetlands and wetland buffers shall be dedicated to the County. A separate Conservation Easement document will be required for each parcel of property containing wetlands. A Conservation Easement document shall be prepared, notarized and submitted to the EMD for review and approval prior to execution (recording).

Additional Environmental Management Department requirements are contained in the Environmental Preservation Section (Section 10.21), of the Declaration of Covenants, Conditions, Restrictions and Easements.

- 7) Street Trees: Each Lot Owner shall plant within twenty-five (25) feet of the private road (Track "A") prior to Certificate of Occupancy, one live oak tree meeting the requirements of Section 715.10.5 of the Manatee County Land Development Code for every fifty (50) linear feet, or substantial fraction thereof, of right-of-way. None of these required trees shall be planted within a public or private utilities easement.

The trees shall be spaced no closer together than twenty-five (25) feet, unless a decorative grouping or alternative method is chosen. Existing native trees should be used to fulfill these requirements wherever they meet the spacing and size requirements of this paragraph. Responsibility for installation and maintenance is each property owners. In the event a street tree dies or is removed, the owner of the Lot is responsible to replace the tree within 30 days.

- 8) The foregoing statements are only summary in nature and shall not be deemed to supersede or modify the provisions of the Saddlebag Creek Ranch Covenants or Restrictions, or any parcel sales contract between a purchaser and the developer.

BK 1972 Pg 1149 32 of 37

SADDLE BAG CREEK RANCH HOMEOWNERS ASSOCIATION
Ten Year Projection of Expenses and Budget

INCOME

1998 to 2007

Assessment for Base Association Expenses \$100 each parcel

TOTAL INCOME Not determinable at this time

EXPENSES

BASE ASSOCIATION EXPENSES:

Insurance	750.00
Management Fee	500.00
Entry Maintenance	50.00
Road Repairs	1,500.00
Bank Charges	200.00
Mowing - Swale and Commons	1,800.00
Fertilization and Plant Replacement	50.00

TOTAL BASE ASSOCIATION EXPENSES WITHOUT RESERVES \$4,800.00

TOTAL EXPENSES WITHOUT RESERVES \$4,800.00

NOTE:

For years two through ten, add 2% annual increase 1998 to 2007.

BK 1522 PG 1150 33 of 37

EXHIBIT "D"

MAINTENANCE PROGRAM

A maintenance program has been established for the operation and care of the Association Common Property. The following is a schedule for the inspection and maintenance under the purview of the Saddlebag Creek Ranch Homeowners Association.

- 1) The private roadway may be inspected by outside professional firms for wear and need of maintenance (annually and as-needed).
- 2) Maintain entry area plantings (monthly and as needed).
- 3) Mowing of the right-of-way and banks of lakes that are a part of the stormwater management system (quarterly and as needed).

EXHIBIT "E"

LISTING OF HOLDINGS

The following is a complete listing of all common property and improvements of the Saddlebag Creek Ranch Homeowners Association, Inc., a non-profit Florida corporation:

- 1) Private Road Right-of-Way as shown on Plat, together with all improvements thereto.
- 2) Landscaped Median with entrance sign and landscape material, located at the roadway entry off SR. 70.
- 3) All easements described in the Declaration of Covenants, Conditions, Restrictions and Easements.
- 4) The stormwater management system.

EXHIBIT "F"

RIGHT OF ENTRY

and

COMPLIANCE WITH MANATEE COUNTY LAND DEVELOPMENT CODE

The Manatee County Land Development Code, Ordinance 90-01, adopted on July 25, 1990, by the Board of County Commissioners of Manatee County, Florida, requires adequate ownership and management measures be provided in residential developments to protect and perpetually maintain all common improvements and open space. The following provisions are stipulated in Chapter Nine of the Land Development Code (Subdivision Procedures and Standards), Section 909.5, and are hereby incorporated as part of the Declaration of Covenants, Conditions, Restrictions and Easements for Saddlebag Creek Ranches.

- 1) Right of Entry by County. The Manatee County law enforcement officers, health and pollution control personnel, emergency medical service personnel, and fire fighters, while in pursuit of their duties, are hereby granted authority to enter upon the roadways as may be necessary to perform those duties.
- 2) Ownership of the Common Areas. Notwithstanding anything herein contained to the contrary, the Association shall not dispose of any Common Area, by sale or otherwise, except to an organization conceived and organized to own and maintain such Common Areas, without first offering to dedicate the same to Manatee County or other appropriate governmental agency.
- 3) Disturbance of Common Areas. No Lands in the Common Open Space 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 Director.
- 4) Maintenance and Care. In the event the Association or its successors fail to maintain the Common Area in reasonable order and condition, the provisions of the *Manatee County Land Development Code* allow for Manatee County, upon notice and

BN 1977 PG 1193 36 of 37

hearing, to enter said Common Area for the purpose of maintaining same. The cost of such maintenance by the County shall be assessed pro-ratedly and such charges will be made payable by property owners within sixty (60) days after receipt of a statement therefor, and shall become a lien on the property if unpaid at the end of such period.

- 5) Notwithstanding any other provision of this Declaration, no violation of federal, state, or local law shall be permitted.
- 6) Notwithstanding any other provision of this Declaration relating to amendments, neither this Article nor any provision of this Declaration affecting this Article may be amended without the written consent of Manatee County.

EX-1577 Pg 1154 FILED AND RECORDED 06/25/97 3:23PM '97 OF 37
R. B. SHORE CLERK OF CIRCUIT COURT MANATEE COUNTY FL

THIS INSTRUMENT PREPARED BY:

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

BK 1509 PG 3558 DKT# 980680 1 of 2

#10.50

FIRST 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 of the Public Records of Manatee County, Florida; and

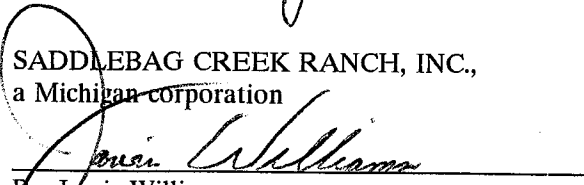
WHEREAS, pursuant to Paragraph 17 of the said Declaration, Developer hereby amends the Declaration as follows:

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. Individual lot owners are hereby noticed of additional permitting requirements if any of the following are proposed:

- A. Alteration to the master drainage system
- B. Construction of additional man-made ponds or lakes
- C. Encroachment into wetlands, wetland buffers or adjacent off-site property line buffers
- D. Fill encroachment into 100-year floodplain

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 27th day of January, 1997.

SADDLEBAG CREEK RANCH, INC.,
a Michigan corporation


By: Jarvis Williams
as President

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 27th day of January,
1997, by Jarvis Williams as President ~~and~~
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\deed1.amd



Ninth Amendment to the Fourth Amended & Restated Declarations
Of Covenants, Conditions, Restrictions and Easements for
Saddlebag Creek Ranches A Rural Subdivision

This amendment made this 23rd day of March 1998, by Saddlebag Creek Ranch, Inc. a Michigan Corp., hereinafter called "Developer".

Whereas, Developer has executed and recorded a Declaration of Restrictions and Easements recorded in O.R. book 1522; pages 1118 through 1154 hereinafter collectively referred to as the fourth amendment to the amended & restated declaration of covenants, conditions, restrictions and easements.

Now, therefore: Developer amends paragraph 10.13 Antennas, Masts & Poles.

To read: Antennas, Masts, Poles & Mailboxes.

And adds:

Mail boxes and supporting means shall be uniform in size and appearance. Mail boxes shall be white, and postal rated #1, constructed of metal or poly plastic equal to Home Depot #393-150.

The mounting post shall be equal or equivalent to Home Depot #872-986, 6 ft. PT #1, and shall be affixed with a treated wood base 6" x 18" x 1". Mail box to be secured with stainless steel screws 1" x #8. Mounting post to be secured with cement.

Now, therefore: Developer amends and changes Exhibit "B" "notice to buyers" paragraph 4, Change \$100 to \$200 all other wording remains the same.

BK 1548 PG 2781 DKT# 1102774 1 of 2

In witness whereof, Developer has caused these presence to be executed in its name by its officer thereunto duly authorized this 23 day of March 1998.

Signed, sealed and delivered
in the presence of

Eleanor S. Williams

Witness

Eleanor S. Williams

Print Name

Christine Ann Sellers

Witness

Christine Ann Sellers

Print Name

State of Florida

County of Sarasota

Saddlebag Creek Ranch, Inc.
a Michigan Corp.

By: Jarvis Williams

BN 1548 PG 2707
R.D. SHANE CLERK OF CIRCUIT COURT MANATEE COUNTY FL
FILED AND RECORDED 03/24/98 2:19PM 2 of 2

The foregoing instrument was acknowledged before me this 23 day of March 1998, by Jarvis Williams, President of Saddlebag Creek Ranch, Inc., a Michigan Corporation, on behalf of the corporation, who is personally known to me or who has produced personally known an identification and who did not take an oath.

Christine Ann Sellers

Notary Public



Prepared by: Jarvis Williams, 3893 Chatsworth Green Ct., Sarasota, FL 34230, (941) 371-4523.

Additions to the fourth amended and restated declarations
Of covenants, conditions, restrictions & easements for
Saddlebag Creek Ranches. A rural Subdivision

Whereas, Developer has previously executed and recorded a declaration of restrictions & easements as recorded in OR book 1522 pages 1118 through 1154 and OR book 1548 Page 2781 collectively referred to as the restated declarations of covenants, conditions, restrictions & easements.


Whereas developer deems it necessary to add descriptive clarification to article 10 "use restrictions," item 10.4. The following is to be added;

The main dwelling unit must include an enclosed two car garage which must be attached or semi-attached to the main house. A permissible method of attachment could be by means of a covered walkway. The garage doors must face the side or rear, not face the road, and be in full compliance with paragraph 10.3. No structure shall be erected or maintained within 150 feet of the centerline of the road, or within 50 feet of any interior line of any parcel. In the event the topography is such that compliance with these setbacks is unreasonable, exceptions may be granted. Any exception for variance must be requested in writing and be accompanied with plans and specifications. Any variance shall be executed with the formalities of a deed and recorded in the public records of Manatee county Florida.

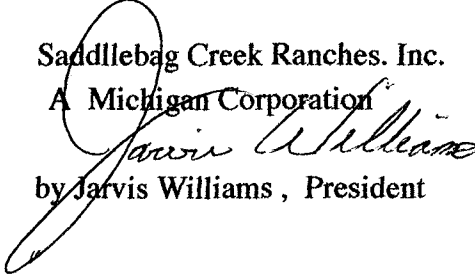
No materials shall be stored on any parcel which will not be used in the construction of the approved structure, prior to receipt of a building permit. All dwellings must be completely constructed within 270 days from the date of the building permit issue date.

In witness whereof, Saddlebag Creek Ranches, Inc. a Michigan Corporation has caused this amendment to the fourth amended & restated declarations of Restrictions & Easements to be executed in its name and by its president attested by its Secretary this 10th day of January 2001.

Attest


Secretary

Saddlebag Creek Ranches, Inc.
A Michigan Corporation


by Jarvis Williams, President

BK 1662 PG 2259 DKT # 1433022 1 of 2

STATE OF FLORIDA
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this 10 day of January
2001, by Jarvis Williams as President of Saddlebag Creek Ranches inc.a Michigan
corporation , on behalf of the corporation,
who has produced Michigan Driver License
as identification.

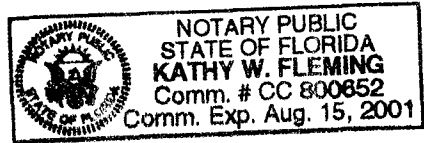
NOTARY PUBLIC

SIGN Kathy W Fleming

PRINT Kathy W. Fleming

My Commission expires:

My commission number is:



Witnesses:

sign

Print

sign

Print

EX 1662 PG 2770 FILED AND RECORDED 1/10/01 2:34:41 PM 2 OF 2
R.B. SHORE CLERK OF CIRCUIT COURT MANATEE COUNTY FL.