512313

DECLARATION OF RESTRICTIONS OF THE RANCHES AT BERN CREEK

O.R. 1790 PG 2736

WHEREAS, BERN CREEK DEVELOPMENT CORPORATION, is the owner of the following described property:

THE RANCHES AT BERN CREEK, according to the plat thereof, recorded at Plat Book 30, Page 24-24D, of the Public Records of Sarasota County, Florida

and,

WHEREAS, it is the desire and intention of BERN CREEK DEVELOPMENT CORPORATION, hereinafter calle Developer, to sell the property described above and to impose on it mutually beneficial restrictions under a general plan of im provement for the benefit of all the future owners of those lands. See Amend #5

ACCORDINGLY, Developer hereby declares that all of the property described above is held and shall be held, cor veyed, hypothecated or encumbered, leased, rented, used, occupied and improved subject to the following limitations restrictions, conditions and covenants, all or which are in furtherance of a plan for the subdivision, improvement and sale of th land, and are established for the purpose of enhancing and protecting the value, desirability and attractiveness of the land A of the limitations, restrictions, conditions and covenants shall run with the land and shall be binding on all parties having or ac quiring any right, title or interest in the described lands. See Amend #5

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

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

3. Single level residences shall have an air conditioned living area of not less than sixteen hundred (1,600) squa feet, exclusive of porches, breezeways, garages, workshops and barns. Two story residences shall have a first floor level a conditioned living area of not less than twelve hundred (1,200) square feet, exclusive of porches, breezeways, garage workshops and barns. In addition to the residence, attached or unattached stables, barns, garages, servants' quarters or dwelling for guests (for which no rental or consideration may be charged) shall be permitted; however, in no event shall the be more than two (2) detached buildings (other than residence) constructed on any lot. See Amend # 5

4. Each dwelling shall be constructed with an attached enclosed garage for a minimum of two cars.

5. All structures shall be constructed of new materials and shall be stained, painted, or properly treated so as not discolor, deteriorate, or become unsightly and shall harmonize with existing structures in the area. Stables, barns and oth unattached buildings permitted under these restrictions shall be constructed of new materials which harmonize with th primary single family residence.

6. No structure shall be moved onto any parcel of land. No temporary dwellings, including trailers, mobile homes, ar storage facilities, shall be brought upon any parcel of land except contractor's trailers, with sanitary facilities to be used duri the reasonable period of construction of a dwelling.

7. All fences facing a paved road shall be constructed of CCA treated boards and wooden posts and be of unifor design and approved by the developer. Such fence shall be constructed by the lot owner within sixty (60) days of receiving building permit for residential construction. In the event the lot owner fails to comply with this provision, the fence shall be co structed by the Bern Creek Improvement Association, Inc. and the charge therefor assessed to the lot owner as provid herein. All such fences shall be constructed on the property line between road Right of Way and the owner's property. See Amend #5

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

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

10. An easement eight (8) feet in width along the rear, five (5) feet along the side, and ten (10) feet along the fron property lines of each parcel is reserved for Developer, its successors and assigns, for the installation and maintenance utilities and drainage facilities; provided, however, that the owner of the parcel may fence in the easement area and the ar shall be maintained for utilities and drainage facilities.

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

12. No firearms, air rifles, BB guns or like devices shall be discharged, fired, shot or otherwise used on any lot or ar within the subdivision.

13. All electrical service to the primary residence and any attached or unattached structures shall be provided to s. structure by underground service.

See Amd #5

Return to: McDaniel & Ball P.A. 1444 First Street, Sarasota, Fl 33577

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

15. No activities shall be permitted and no conditions shall be allowed to exist which shall constitute a nuisance to the other residence of the subdivision. No weeds, underbrush or unsightly growths of plants shall be permitted to grow or remain on the premises and said premises shall at all times be kept mowed and clear of any trash, debris, or waste which might constitute a health or fire hazard or which will detract from the beauty and appearance of the area or be otherwise aesthetically objectionable.

In the event the owner's of any parcels shall fail to refuse to keep the premises in good order and free and clear of weeds, underbrush or refuse, the Bern Creek Improvement Association, Inc., may after giving reasonable notice to the owner, mailed to the address of the property, enter upon property, mow and cut the underbrush thereon, remove the refuse and do whatever is reasonably necessary to put said parcel in clean and proper order and appearance. Any such reentry or the parcel by Bern Creek Improvement Association, Inc., its agents or contractors for the purposes provided herein, shall not be deemed a trespass. The Association shall make a reasonable charge to the owner for said service.

16. The roads in the subdivision shall be the property of the individual lot owners to the centerline of the roads. There shall be perpetual easements over the roads for the purpose of ingress and egress to the various lots in the subdivision. The maintenance of the roads and mowing of the right of ways shall be performed by Bern Creek Improvement Association, Inc., a non-profit Florida Corporation, and said Association shall have the authority to assess each lot owner a pro-rata share of the maintenance.

O.R. 1790 PG 2737

17. The expenses of the Association shall be apportioned equally among all lots in the subdivision. The Association shall levy assessments for the monies necessary to carry out any of its duties or purposes set forth in these restrictions, the Articles of Incorporation or the By-Laws. In the event a lot owner fails or refuses to pay his share of such assessment, the Association shall have the right to file a lien against the property. Said lien shall be filed in the public records of Sarasota County, Florida, and a copy thereof mailed to such owner at his last known mailing address. The lien shall attach only upon the recording of the lien in the public records and its priority shall date from the time of recording. If such assessment lien is not paid within ten (10) days after the filing in the public records, the Association shall have the right to foreclose the lien in the same manner as a mortgage or in such manner as may be permitted by law. In addition to recovering the amount of the assessment, the Association shall also be entitled to recover from the owner of said property all costs, including a reasonable attorney's fee, incurred in connection with the preparation and bringing of such foreclosure proceedings and all costs and fees shall be secured by said lien.

18. Restrictions may be modified at any time by an instrument in writing signed and acknowledged by the then owners of a majority of the lots within the subdivision. The owners of the lots hereby appoint the Developer as their agent until buildings are constructed on each and every lot in the subdivision for the purpose of making minor changes in these restrictions.

19. In the event of a breach of any of the covenants or restrictions contained herein, the Bern Creek Improvement Association, Inc., or any person or persons owning real property subject to these restrictions shall have the right to take an action or prosecute any proceedings provided for by law, and shall be entitled to recover court costs and a reasonable attorney's fee against the party breaching the covenants or restrictions.

20. No signs of any kind shall be displayed to the public view on any lot except for the following:

(a) Signs used by the Developer or his exclusive Agent.

(b) During the course of construction of improvements, the general contractor may erect a construction sign not more than four (4) square feet in size containing the name of the builder, the job number and phone number, which sign shall be promptly removed when the certificate of occupancy is issued.

(c) For sale signs of the owner or his agent for the sale of a parcel on which a home has been completed.

Prior to erection of any of the foregoing signs, such signs must be approved by the Developer as to size, design, location and content. Owner or Agent "for sale" signs are prohibited on vacant lots.

21. All covenants and restrictions contained herein shall run with the land and shall be binding upon and inure to the benefit of any property owners in said subdivision.

FILED AND RECORDED
JUL 3 4 14 PM '85
K. H. HACKEY, CLERK
SARASOTA CO., FLA.

IN WITNESS WHEREOF, BERN CREEK DEVELOPMENT CORPORATION, a Corporation existing under the laws of the State of Florida, has hereto caused these restrictions to be executed in its name and by its president, attested by its secretary, this 3rd day of July, 1985.

BERN CREEK DEVELOPMENT CORPORATION.

By: Robert S. McDaniel, Jr.

ATTEST: Sandie L. Ross
Secretary

STATE OF FLORIDA
COUNTY OF SARASOTA
Sworn to and subscribed before me this 3rd day of July, 1985.

Maureen C. Lee
NOTARY PUBLIC

Notary Public, State Of Florida At Large
My Commission Expires April 22, 1988
Bonded By Lawyers Surety Corp

Prepared by:
Robert S. McDaniel, Jr.
1444 First Street
Sarasota, Florida 33577

527856

O.R. 1800 PG 2754

FIRST AMENDMENT TO

THE DECLARATION OF RESTRICTIONS
OF
THE RANCHES AT BERN CREEK

WHEREAS, BERN CREEK DEVELOPMENT CORPORATION is the developer of the following described property:

> THE RANCHES AT BERN CREEK, according to the plat thereof, recorded at Plat Book 30, Pages 24-24d, of the Public Records of Sarasota County, Florida

and

WHEREAS, it is the desire and intention of BERN CREEK DEVELOPMENT CORPORATION to amend the Declaration of Restrictions of THE RANCHES AT BERN CREEK as recorded in Official Records Book 1790, Pages 2736 and 2737,

ACCORDINGLY, pursuant to Paragraph 18 of the above described restrictions, Paragraph 7 is hereby amended to read:

> 7. All fences facing a paved road shall be constructed of CCA treated boards and wooden posts and be of uniform design and approved by the developer. Such fence shall be constructed by the lot owner within sixty (60) days of receiving a building permit for residential construction. In the event the lot owner fails to comply with this provision, the fence shall be constructed by the Bern Creek Improvement Association, Inc. and the charge therefor assessed to the lot owner as provided herein. All such fences shall be constructed ten feet (10') back from the road Right-of-Way along the front lot line.

IN WITNESS WHEREOF, BERN CREEK DEVELOPMENT CORPORATION, a Corporation existing under the laws of the State of Florida, has caused these restrictions to be amended in its name and by its president, attested by its secretary this 20th day of August, 1985.

BERN CREEK DEVELOPMENT CORPORATION

By: Robert S. McDaniel, Jr.

ATTEST:

Sandie L. Ross, Secretary

FILED AND RECORDED
R.H. HADY
SARASOTA CO. CLERK
AUG 26 10 22 AM '85

STATE OF FLORIDA
COUNTY OF SARASOTA

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared ROBERT S. McDANIEL, JR., President of Bern Creek Development Corporation, a corporation existing under the laws of the State of Florida, to me known to be the person described in and who executed the foregoing instrument and he acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 22nd day of August, 1985.

Notary Public
My Commission Expires:

Notary Public, State Of Florida At Large
My Commission Expires April 22, 1988
Bonded By Lawyers Surety Corp

This Instrument Prepared By:
ROBERT S. McDANIEL, JR.
1444 First Street
Sarasota, Florida 33577

1444 First Street, Sarasota, Florida 33577

1st Amd. 8/22/85

recording

SECOND AMENDMENT TO

THE DECLARATION OF RESTRICTIONS
OF
THE RANCHES AT BERN CREEK

OR 1808 Pg. 0041

WHEREAS, BERN CREEK DEVELOPMENT CORPORATION is the developer of the following described property:

> THE RANCHES AT BERN CREEK, according to the plat thereof, recorded at Plat Book 30, Pages 24-24d, of the Public Records of Sarasota County, Florida

and

WHEREAS, it is the desire and intention of BERN CREEK DEVELOPMENT CORPORATION to amend the Declaration of Restrictions of THE RANCHES AT BERN CREEK as recorded in Official Records Book 1790, Pages 2736 and 2737,

ACCORDINGLY, pursuant to Paragraph 18 of the above described restrictions, said restrictions are hereby amended to add the following paragraph:

> 22. At the time of construction, each lot owner shall provide storm water retention, sufficient to retain, or detain with filtration, the runoff from the first one inch of rainfall. The retention area must be of sufficient capacity that it will accomodate a second one inch storm within 72 hours. The retention area shall be designed to accept the drainage from the impervious surface and driveways constructed by the lot owner and shall be a minimum of 1,300 square feet, six inches deep.

ATTORNEYS
1444 FIRST ST.
SARASOTA, FLA. 33577

IN WITNESS WHEREOF, BERN CREEK DEVELOPMENT CORPORATION, a Corporation existing under the laws of the State of Florida, has caused these restrictions to be amended in its name and by its president, attested by its secretary this 30th day of September, 1985.

BERN CREEK DEVELOPMENT CORPORATION

By: Robert S. McDaniel, Jr.

ATTEST:

Sandie L. Ross, Secretary

STATE OF FLORIDA
COUNTY OF SARASOTA

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgments, personally appeared ROBERT S. McDANIEL, JR., President of Bern Creek Development Corporation, a corporation existing under the laws of the State of Florida, to me known to be the person described in and who executed the foregoing instrument and he acknowledged before me that he executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 30th day of September, 1985.

Notary Public
My Commission Expires:

Notary Public, State Of Florida At Large
My Commission Expires April 22, 1988
Bonded By Lawyers Surety Corp

This Instrument Prepared By:
ROBERT S. McDANIEL, JR.
1444 First Street
Sarasota, Florida 33577

2nd Amend.
9/30/85

Recording $5.00

709548

O.R. 1916 PG 245

THIRD AMENDMENT TO

THE DECLARATION OF RESTRICTIONS
OF
THE RANCHES AT BERN CREEK

WHEREAS, it is the desire and intention of BERN CREEK IMPROVEMENT ASSOCIATION, INC. to amend the Declaration of Restrictions of THE RANCHES AT BERN CREEK as recorded in Official Records Book 1790, Pages 2736 and 2737,

ACCORDINGLY, pursuant to Paragraph 18 of the above described restrictions, said restrictions are hereby amended to add the following paragraph:

> 23. Loading or unloading of heavy equipment shall be done on owner's property and not on roadways. Individual lot owners will be held responsible for damages to roadways caused by the owner's construction activities. Repairs shall be made by the Association and the individual lot owners assessed for the cost thereof.

IN WITNESS WHEREOF, BERN CREEK IMPROVEMENT ASSOCIATION, INC., a Corporation existing under the laws of the State of Florida, has caused these restrictions to be amended in its name and by its President, attested by its Secretary this 17th day of December, 1986.

BERN CREEK IMPROVEMENT ASSOCIATION, INC.

By: David Arsenault
President

ATTEST:

Miriam Williams
Secretary

STATE OF FLORIDA
COUNTY OF SARASOTA

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, personally appeared David Arsenault and Miriam Williams, President and Secretary of Bern Creek Improvement Association, Inc., a corporation existing under the laws of the State of Florida, to me known to be the persons described in and who executed the foregoing instrument and they acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 17th day of December, 1986.

Notary Public
My Commission Expires:

Notary Public, State of Florida
My Commission Expires
Bonded thru Agent's Notary

This Instrument Prepared By:
Robert S. McDaniel, Jr.
1444 First Street
Sarasota, Florida 33577

Return to: McDaniel, Ball & Turffs, P.A.
1444 First Street
Sarasota, Florida 33577

3rd Amendment
12/17/86

Recording $5.00

FOURTH AMENDMENT TO

THE DECLARATION OF RESTRICTIONS
OF
THE RANCHES AT BERN CREEK

709549

O.R. 1916 PG 2846

WHEREAS, it is the desire and intention of BERN CREEK IMPROVEMENT ASSOCIATION, INC. to amend the Declaration of Restrictions of THE RANCHES AT BERN CREEK as recorded in Official Records Book 1790, Pages 2736 and 2737,

ACCORDINGLY, pursuant to Paragraph 18 of the above described restrictions, Paragraph 7 is hereby amended to read:

See Amend #5

7. All fences facing a paved road shall be constructed of CCA treated boards and wooden posts and be of uniform design and approved by the developer. Such fence shall be maintained by the lot owner within sixty (60) days of receiving a building permit for residential construction. In the event the lot owner fails to comply with this provision, the fence shall be constructed by the Bern Creek Improvement Association, Inc. and the charge therefore assessed to the lot owner as provided herein. All such fences shall be constructed ten feet (10') back from the road Right-of-Way along the front lot line. All such fences shall not be painted or stained.

IN WITNESS WHEREOF, BERN CREEK IMPROVEMENT ASSOCIATION, INC., a Corporation existing under the laws of the State of Florida, has caused these restrictions to be amended in its name and by its President, attested by its Secretary this 17th day of December, 1986.

BERN CREEK IMPROVEMENT ASSOCIATION, INC.

By: David Arsenault
President

ATTEST:

Miriam Williams
Secretary

STATE OF FLORIDA
COUNTY OF SARASOTA

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the State aforesaid and in the County aforesaid to take acknowledgements, personally appeared David Arsenault and Miriam Williams, President and Secretary of Bern Creek Improvement Association, Inc., a corporation existing under the laws of the State of Florida, to me known to be the persons described in and who executed the foregoing instrument and they acknowledged before me that they executed the same.

WITNESS my hand and official seal in the County and State last aforesaid this 17th day of December, 1986.

Notary Public
My Commission Expires:

Notary Public, State of Florida
My Commission Expires
Bonded thru Agent's Notary Brokerage

Return to: McDaniel, Ball & Turffs, P.A.
1444 First Street
Sarasota, Florida 33577

This Instrument Prepared By:
Robert S. McDaniel, Jr.
1444 First Street
Sarasota, Florida 33577

4th Amendment 12/17/86

Dec 92

ECORDS ** AGE 1923

FIFTH AMENDMENT TO

THE DECLARATION OF RESTRICTIONS OF THE RANCHES AT BERN CREEK

WHEREAS, it is the desire and intention of BERN CREEK IMPROVEMENT ASSOCIATION, INC. to amend the Declaration of Restrictions of THE RANCHES AT BERN CREEK as recorded in Official Records Book 1790, Pages 2736 and 2737,

WHEREAS, the Bern Creek Improvement Association, Inc., had a written vote by all the Owners located in the Subdivision, and the following amendments were approved in writing by a majority of the lots within the Subdivision. Pursuant to Paragraph 18 of the above described restrictions:

The first two unnumbered paragraphs of said restrictions are hereby amended to read:

WHEREAS, it is the desire and intention of Bern Creek Improvement Association, hereafter called the Association, to maintain a general plan of improvement and to impose on it mutually beneficial restrictions to the property described above.

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

The use of the word "Board" refers to the Bern Creek Improvement Association, Inc., and all other references to Developer shall also hereinafter refer to Bern Creek Improvement Association, Inc.

Paragraph 3 is hereby amended to read:

5th Amendment 10/92

3. Single level residences shall have an air conditioned living area of not less than sixteen hundred (1,600) square feet, exclusive of porches, breezeways, garages, workshops and barns. Two story residences shall have a first floor level air conditioned living area of not less than twelve hundred (1,200) square feet, exclusive of porches, breezeways, garages, workshops and barns. In addition to the residence, attached or unattached stables, barns, garages, servants' quarters or guest houses (for which no rental or consideration may be charged) shall be permitted; however, in no event shall there be more than two (2) detached buildings (other than the residence) constructed on any lots. Gazebos, surrounds for wells and filters and shade for animals are allowed over and above the two (2) detached buildings.

Paragraph 7 is hereby amended to read:

7. All fences facing a paved road shall be constructed of CCA treated boards and wooden posts and be of uniform design and approved by the association. Such fence shall be constructed by the lot owner within sixty (60) days of receiving a certificate of occupancy. In the event the lot owner fails to comply with this provision, the fence shall be constructed by the Bern Creek Improvement Association, Inc. and the charge therefore assessed to the lot owner as provided herein. All such fences shall be constructed ten (10) feet back from the road Right-of-Way along the front lot line. All such fences shall not be painted or stained.

Fence dimensions and materials shall be as follows: Corner posts are to be at fence corners and ends. Corner posts will be round posts between 6.5" and 7.5" in diameter. Non-corner posts are to be 3.5" to 4.5" in diameter. Posts are to be 42" to 54" high. Posts will be spaced at 8' intervals to the centers of the posts. Boards will be full 1" by 6" rough cut. The fence will consist of three (3) boards. If necessary a fourth board will be allowed on the bottom where the fence height is too great for just three boards (an example of this can be seen along Celestine Pass).

Paragraph 13 is hereby amended to read:

13. All electrical service to the primary residence and any attached or unattached structures shall be provided to said structure by underground service. All underground service shall start at the utility easements and proceed underground to the residence.

Paragraph 14 is hereby amended to read:

14. All horses, cattle, and other animals, including dogs, cats and other household pets, shall be contained on the lot owners' premises and restrained from creating noise, odors or other nuisances. No activities of a noxious or offensive nature, including, but not limited to, the maintenance of poultry or rabbit ranches, hog farms or cattle feeding pens, shall be conducted on the premises.

Paragraph 20 is hereby amended to read:

20. No signs of any kind shall be displayed to the public view on any lot except the following:

(a) During the course of construction of improvements, the general contractor may erect a construction sign no more than four (4) square feet in size containing the name of the builder, the job number and phone number, which sign shall be promptly removed when the certificate of occupancy is issued.

(b) For sale signs of the owner or his agent for the sale of a parcal on which a home has been completed which shall also include vacant lots. For sale signs shall be restricted to a single sign per lot. The size shall not exceed approximately four square feet.

IN WITNESS WHEREOF, BERN CREEK IMPROVEMENT ASSOCIATION, INC., a corporation existing under the laws of the State of Florida, has caused these restrictions to be amended in its name and by its President, attested by its Secretary this 1st day of OCTOBER, 1992.

BERN CREEK IMPROVEMENT ASSOCIATION, INC.

BY: _____
ITS President

ATTEST:

_____
Secretary

STATE OF FLORIDA
COUNTY OF SARASOTA

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the state and county aforesaid to take

acknowledgments, personally appeared David Chadsey, President of Bern Creek Improvement Association, Inc., corporation existing under the laws of the State of Florida, who is personally known to me or who has produced Florida Drivers License as identification and who did (did not) take an oath.

WITNESS my hand and official seal in the county and state last aforesaid this 13 day of July, 1992.

NOTARY PUBLIC

My Commission Expires:

OFFICIAL SEAL
ERICA LANNI
My Commission Expires
April 20, 1996
Comm. No. CC 194944

STATE OF FLORIDA
COUNTY OF SARASOTA

I HEREBY CERTIFY that on this day, before me, an officer duly authorized in the state and county aforesaid to take acknowledgments, personally appeared Robin M. Blaikie, Secretary of Bern Creek Improvement Association, Inc., a corporation existing under the laws of the State of Florida, who is personally known to me or who has produced Florida Drivers License as identification and who did (did not) take an oath.

WITNESS my hand and official seal in the county and state last aforesaid this 25th day of September, 1992.

NOTARY PUBLIC

My Commission Expires:

THIS INSTRUMENT PREPARED BY:
DAVID D. BONE, ESQUIRE
766 Hudson Avenue, Suite B
Sarasota, Florida 34236

OFFICIAL SEAL
N. W. CHAPMAN
MY COMMISSION EXPIRES
MAY 07, 1995

bern.crk/final.amd

** OFFICIAL RECORDS **
BOOK 2438 PAGE 1926

RECORDED IN OFFICIAL RECORDS
RECORD VERIFIED
92 OCT -2 PM 2:17
CLERK OF CIRCUIT COURT
SARASOTA COUNTY, FL