

Prepared by and returned to:

Becker & Poliakoff, P.A.  
David G. Muller, Esquire  
6230 University Parkway  
Suite 204  
Sarasota, Florida 34240



## CERTIFICATE OF RECORDATION/AFFIDAVIT

### BERN CREEK IMPROVEMENT ASSOCIATION, INC.

COMES NOW, the undersigned Affiant, who upon taking an oath affirms as follows:

1. Affiant is David G. Muller, Florida Bar No. 313660, an attorney duly licensed to practice law in the State of Florida.
2. Affiant serves as counsel to Bern Creek Improvement Association, Inc. (“Association”).
3. Association is the homeowners association as defined in Chapter 712, Florida Statutes, servicing The Ranches at Bern Creek, as described in the Declaration of Restrictions, at O.R. Book 1790, Page 2736 *et seq.*, of the Sarasota County Public Records, as amended from time to time.
4. Attached as **Exhibit “1”** to this Certificate of Recordation/Affidavit is the “NOTICE OF PRESERVATION OF COVENANTS AND RESTRICTIONS UNDER MARKETABLE RECORD TITLE ACT” (“Notice”), which has been duly executed by Association.
5. Attached as **Exhibit “2”** to the Certificate of Recordation/Affidavit is the original Covenants and Restrictions, recorded at O.R. Book 1790, Page 2736, *et seq.*, of the Public Records of Sarasota County, Florida, on July 3, 1985. The Covenants and Restrictions have been amended from time to time. The Covenants and Restrictions, as amended from time to time, is being preserved and extended pursuant to Section 712.06(1)(d), Florida Statutes, for a period of thirty (30) years from the date of this filing.
6. Affiant, on behalf of Association, also places record notice that other documentation pertaining to the property encumbered by the Notice should be examined in connection with the preservation of the aforementioned covenants, specifically the following, which are incorporated herein by reference:
  - (a) First Amendment to the Declaration of Restrictions, recorded at O.R. Book 1800, Page 2754, *et seq.*, of the Public Records of Sarasota County.
  - (b) Second Amendment to the Declaration of Restrictions, recorded at O.R. Book 1808, Page 0041, *et seq.*, of the Public Records of Sarasota County, Florida.

Page 1 of 3


- (c) Third Amendment to the Declaration of Restrictions, recorded at O.R. Book 1916, Page 2845, *et seq.*, of the Public Records of Sarasota County, Florida.
- (d) Fourth Amendment to the Declaration of Restrictions, recorded at O.R. Book 1916, Page 2846, *et seq.*, of the Public Records of Sarasota County, Florida.
- (e) Variance, recorded at O.R. Book 2406, Page 520, *et seq.*, of the Public Records of Sarasota County, Florida.
- (f) Fifth Amendment to the Declaration of Restrictions, recorded at O.R. Book 2438, Page 1923, *et seq.*, of the Public Records of Sarasota County, Florida.
- (g) Restated Declaration of Restrictions, recorded at Instrument #2011092854, of the Public Records of Sarasota County, Florida.
- (h) Sixth Amendment to the Declaration of Restrictions, recorded at Instrument #2013129034, of the Public Records of Sarasota County, Florida.
- (i) Amended and Restated Bylaws, recorded at Instrument #2014060574, of the Public Records of Sarasota County, Florida.

Said Declaration may be further amended as provided therein.

FURTHER AFFIANT sayeth naught.

WITNESSES:

Kathleen Block  
 Signature  
Kathleen Block  
 Printed Name

  
 David G. Muller, Esquire  
 Florida Bar No. 313660

Lenebelle Van  
 Signature  
Lenebelle Vanlandingham  
 Printed Name

Date: 5-22-15

STATE OF FLORIDA :  
: SS  
COUNTY OF MANATEE :

The foregoing instrument was acknowledged before me this 22<sup>nd</sup> day of May, 2015, by David G. Muller, Esquire, who is personally known to me.

Michele D. Stubbs

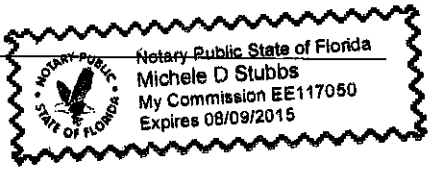
Notary Public

Michele D. Stubbs

Printed Name of Notary

My Commission Expires:

ACTIVE: 6857015\_1



**NOTICE OF PRESERVATION OF USE RESTRICTIONS  
UNDER MARKETABLE RECORD TITLE ACT**

Pursuant to Chapter 712, Florida Statutes, the undersigned Claimant files this Notice and in support thereof states:

1. The name and address of the entity filing this Notice is **Bern Creek Improvement Association, Inc.** (the "Association"), a Florida corporation, not-for-profit, whose mailing address is **c/o RCM Management, LLC, 3056 University Parkway, Sarasota, Florida 34243**, the Articles of Incorporation of which were originally filed in the office of the Secretary of State on the 19th day of April 1985. The Association has been organized for the purpose of operating and administering the community known as **The Ranches at Bern Creek**, pursuant to the Declaration of Restrictions of The Ranches at Bern Creek, which were filed of record on July 3, 1985, at O.R. Book 1780, Page 2736 *et seq.*, of the Sarasota County Public Records, and which have been amended from time to time.

2. The Association has sent a Statement of Marketable Title Action in the form set forth in Section 712.06(1)(b), Florida Statutes, to all members of the Association and attaches hereto an Affidavit executed by a member of the Board of Directors of the Association affirming that the Board of Directors caused the Statement of Marketable Title Action to be mailed to all members of the Association and further attaches the Statement of Marketable Title Action which was mailed to all members of the Association as **composite Exhibit A**.

3. The lands affected by this Notice are depicted and legally described at Plat Book 30, Pages 24-24D, of the Sarasota County Public Records, a copy of which is attached hereto as **Exhibit B**.

4. The real property interest claimed under this Notice is the right to preserve for thirty (30) years from the date of this filing those certain use restrictions, covenants, and agreements described below:

(a) Declaration of Restrictions of The Ranches at Bern Creek, which were filed of record on July 3, 1985, at O.R. Book 1780, Page 2736 *et seq.*, of the Sarasota County Public Records as amended from time to time in accordance with the terms, provisions and conditions thereof.

Dated this 15 day of May, 2015.

**BERN CREEK IMPROVEMENT  
ASSOCIATION, INC.**

*James Festa*

**James Festa, President**

*Eileen Fitzgerald*

**Eileen Fitzgerald, Secretary**

*[Signature]*  
Witness Signature

Alexandra Turner  
Printed Name

Date: 5-15-15

*[Signature]*  
Witness Signature

Deborah Pendleton  
Printed Name

STATE OF FLORIDA:

COUNTY OF Sarasota:

Sworn to (or affirmed) and subscribed before me this 15 day of May, 2015, by **James Festa**, as President and **Eileen Fitzgerald** as Secretary of **Bern Creek Improvement Association Inc.**, a Florida Corporation. They are personally known to me or have produced \_\_\_\_\_ (type of identification) as identification.

*E N Richard*

Notary Public

Printed Name: E N Richard

My commission expires: \_\_\_\_\_



**E N RICHARD  
NOTARY PUBLIC  
STATE OF FLORIDA  
Comm# FF150955  
Expires 8/14/2018**

**AFFIDAVIT OF MAILING OF NOTICE TO ASSOCIATION MEMBERS  
AND MAILING OF STATEMENT OF MARKETABLE TITLE ACTION  
TO ASSOCIATION MEMBERS**

I, the undersigned, President for Bern Creek Improvement Association Inc. ("Association") whose name appears at the bottom of this affidavit do hereby swear and affirm that the Notice of Special Meeting of Board of Directors For Preservation of Use Restrictions Under Marketable Record Title Act held April 28th, 2015, at 6:00 P.M., at 2151 Bern Creek Loop, Sarasota, Florida, a copy of which is attached hereto, was mailed (or hand-delivered) to each Association Member on April 6, 2015 at the address last furnished to the Association, as such address appears on the books of the Association. The Statement of Marketable Title Action, which was considered and approved at the Special Meeting of the Board of Directors, was included in the above-referenced Notice.

Sworn to this 6 day of April, 2015.

**BERN CREEK IMPROVEMENT  
ASSOCIATION, INC.**

BY:   
James Festa, President

STATE OF FLORIDA:

COUNTY OF Sarasota :

Sworn to (or affirmed) and subscribed before me this 6 day of April, 2015, by James Festa, as President of Bern Creek Improvement Association, Inc., a Florida Corporation. He is personally known to me or who has produced \_\_\_\_\_ (type of identification) as identification.

  
Notary Public

Printed Name: E N Richard

My commission expires: \_\_\_\_\_

ACTIVE: B00782/123313:6695306\_1



**E N RICHARD  
NOTARY PUBLIC  
STATE OF FLORIDA  
Comm# FF150955  
Expires 8/14/2018**

**NOTICE OF SPECIAL MEETING OF BOARD OF DIRECTORS  
FOR PRESERVATION OF USE RESTRICTIONS UNDER  
MARKETABLE RECORD TITLE ACT**

TO ALL ASSOCIATION MEMBERS:

The Board of Directors of **Bern Creek Improvement Association, Inc.** will hold a special meeting on April 28th, 2015, at 6:00 P.M., at 2151 Bern Creek Loop, Sarasota, Florida. The sole agenda item at the Special Meeting of the Board of Directors will be a vote on preservation of recorded use restrictions in accordance with the Marketable Record Title Act. The following is the Statement of Marketable Title Action that will be considered and adopted by the Board.

**STATEMENT OF  
MARKETABLE TITLE ACTION**

**Bern Creek Improvement Association, Inc.** (the "Association") has taken action and will be taking further action to ensure that the Declaration of Restrictions of The Ranches at Bern Creek, which were filed of record on July 3, 1985, at O.R. Book 1780, Page 2736 *et seq.*; of the Sarasota County Public records, and all as amended from time to time, currently burdening the property of each and every member of the Association, retains its status as the source of marketable title with regard to the transfer of a member's residence. To this end, the Association shall cause the notice required by Chapter 712, Florida Statutes, to be recorded in the Public Records of Sarasota County, Florida. Copies of this notice are available through the Association pursuant to the Association's governing documents regarding official records of the Association and the applicable Statute.

**BERN CREEK IMPROVEMENT  
ASSOCIATION, INC.**

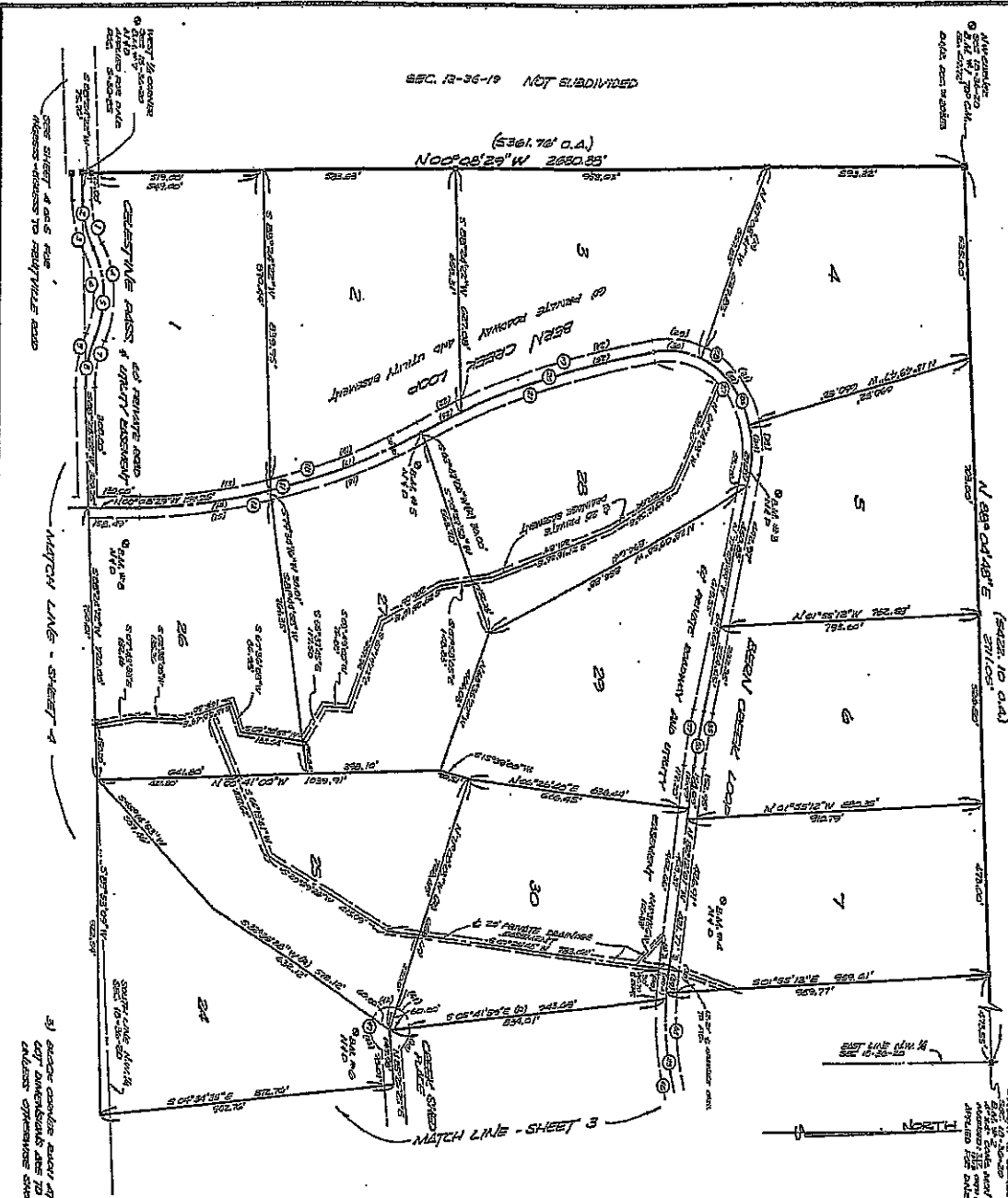
By: \_\_\_\_\_

*James Festa*  
**James Festa, President**





**THE RANCHES AT BERN CREEK**  
 IN SECTION 18, TWP 36 S., RGE. 20 E.  
 SARASOTA COUNTY, FLORIDA.



SCALE 1"=100'  
 SECTION 18 (S. 1/4)  
 TWP 36 S. R. 20 E.  
 SARASOTA COUNTY, FLORIDA

SEC. 7-36-20  
 NOT SUBDIVIDED

SEC. 18-36-19  
 NOT SUBDIVIDED

PLAT BOOK 310 PAGE 210A  
 SHEET 2 OF 5

CHUTE	PROBES	DELTA	LENGTH	TANDEM
1	350.00	27-13-42	124.00	52-21
2	350.00	27-13-42	124.00	70.50
3	350.00	27-13-42	124.00	138.00
4	350.00	27-13-42	124.00	149.00
5	350.00	27-13-42	124.00	154.00
6	350.00	27-13-42	124.00	159.00
7	350.00	27-13-42	124.00	164.00
8	350.00	27-13-42	124.00	169.00
9	350.00	27-13-42	124.00	174.00
10	350.00	27-13-42	124.00	179.00
11	350.00	27-13-42	124.00	184.00
12	350.00	27-13-42	124.00	189.00
13	350.00	27-13-42	124.00	194.00
14	350.00	27-13-42	124.00	199.00
15	350.00	27-13-42	124.00	204.00
16	350.00	27-13-42	124.00	209.00
17	350.00	27-13-42	124.00	214.00
18	350.00	27-13-42	124.00	219.00
19	350.00	27-13-42	124.00	224.00
20	350.00	27-13-42	124.00	229.00
21	350.00	27-13-42	124.00	234.00
22	350.00	27-13-42	124.00	239.00
23	350.00	27-13-42	124.00	244.00
24	350.00	27-13-42	124.00	249.00
25	350.00	27-13-42	124.00	254.00
26	350.00	27-13-42	124.00	259.00
27	350.00	27-13-42	124.00	264.00
28	350.00	27-13-42	124.00	269.00
29	350.00	27-13-42	124.00	274.00
30	350.00	27-13-42	124.00	279.00
31	350.00	27-13-42	124.00	284.00
32	350.00	27-13-42	124.00	289.00
33	350.00	27-13-42	124.00	294.00
34	350.00	27-13-42	124.00	299.00
35	350.00	27-13-42	124.00	304.00
36	350.00	27-13-42	124.00	309.00
37	350.00	27-13-42	124.00	314.00
38	350.00	27-13-42	124.00	319.00
39	350.00	27-13-42	124.00	324.00
40	350.00	27-13-42	124.00	329.00
41	350.00	27-13-42	124.00	334.00
42	350.00	27-13-42	124.00	339.00
43	350.00	27-13-42	124.00	344.00
44	350.00	27-13-42	124.00	349.00
45	350.00	27-13-42	124.00	354.00
46	350.00	27-13-42	124.00	359.00
47	350.00	27-13-42	124.00	364.00

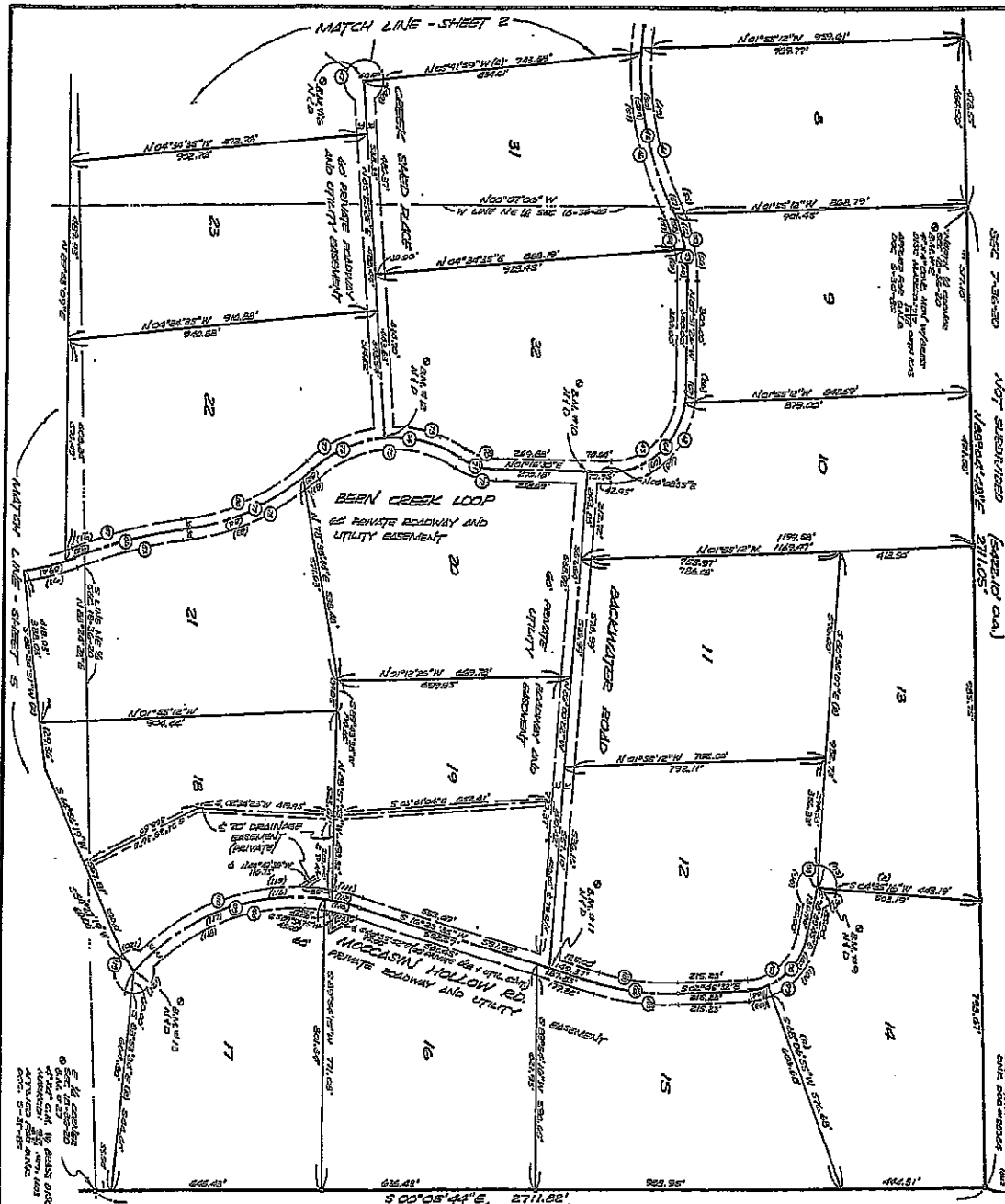
**LEGEND**

- finished contour (per R. 118 (2) (a))
- finish of canal
- ▣ remainder unimproved
- ⊙ channel center depth
- ⊖ magnetic center depth
- (a) natural line
- ⊙ water mark

**NOTES:**

- 1) bearings also stated on all assumed meridians.
- 2) water markers shown are based on NGVD 29, established from bench mark (BM) 44, U.S. - 10, 1000, located at N. E. of Madison Lane at S. 1/4 of Sec. 18, Twp 36 S., Rge. 20 E., Sarasota County, Florida.
- 3) water courses shown are also based on topographical maps to the date of this plat, and are shown as they exist in Sarasota, Florida.

**THE RANCHES AT BERN CREEK**  
 IN SECTION 18, TWP. 36 S., RGE. 20 E.  
 SARASOTA COUNTY, FLORIDA.



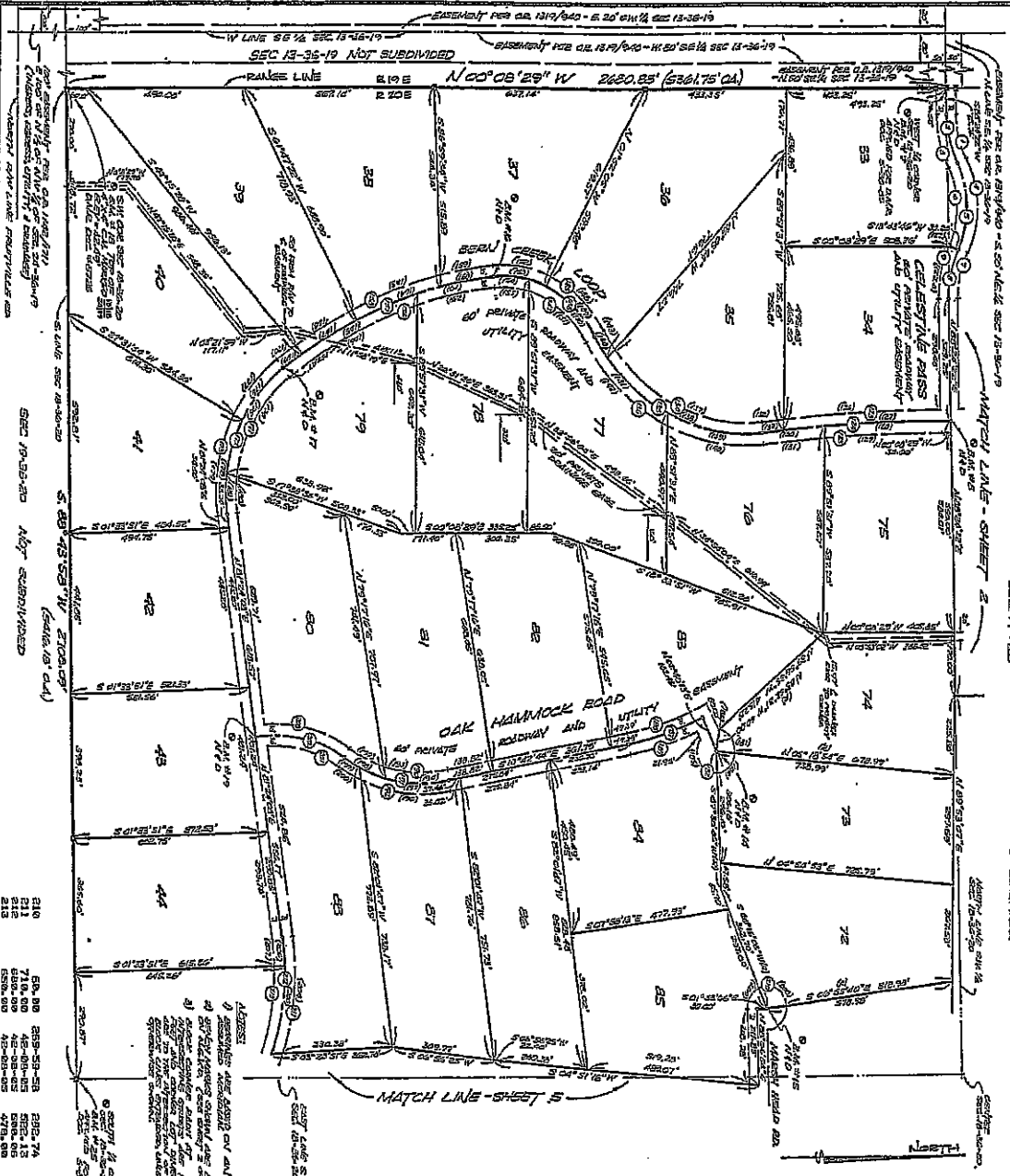
- LEGEND:**
- boundary between survey (3) and not yet surveyed
  - road or easement
  - original corner mark
  - survey corner mark
  - alternate corner mark
  - center marker
  - iron pipe
  - iron stake
  - iron nail
  - iron spike
  - iron rod
  - iron pipe
  - iron stake
  - iron nail
  - iron spike
  - iron rod

SECTION 18-36-20 NOT SUBDIVIDED  
 S 00°05'44"E 2711.82'  
 S 62°17'32"E 2711.05'

**CURVE DATA**

STATION	BEARING	DISTANCE	CURVE DATA
15	S 00°05'44"E	2711.82'	
16	S 62°17'32"E	2711.05'	
17	S 00°05'44"E	2711.82'	
18	S 62°17'32"E	2711.05'	
19	S 00°05'44"E	2711.82'	
20	S 62°17'32"E	2711.05'	
21	S 00°05'44"E	2711.82'	
22	S 62°17'32"E	2711.05'	
23	S 00°05'44"E	2711.82'	
24	S 62°17'32"E	2711.05'	
25	S 00°05'44"E	2711.82'	
26	S 62°17'32"E	2711.05'	
27	S 00°05'44"E	2711.82'	
28	S 62°17'32"E	2711.05'	
29	S 00°05'44"E	2711.82'	
30	S 62°17'32"E	2711.05'	
31	S 00°05'44"E	2711.82'	

**THE RANCHES AT BERN CREEK**  
 IN SECTION 18, TWP. 36 S., RGE. 20 E.  
 SARASOTA COUNTY, FLORIDA.



- LEGEND:**
- boundary between sheet 18, this sheet, and sheet 18B
  - - - boundary between sheet 18, this sheet, and sheet 18C
  - boundary between sheet 18, this sheet, and sheet 18D
  - boundary between sheet 18, this sheet, and sheet 18E
  - boundary between sheet 18, this sheet, and sheet 18F
  - boundary between sheet 18, this sheet, and sheet 18G
  - boundary between sheet 18, this sheet, and sheet 18H
  - boundary between sheet 18, this sheet, and sheet 18I
  - boundary between sheet 18, this sheet, and sheet 18J
  - boundary between sheet 18, this sheet, and sheet 18K
  - boundary between sheet 18, this sheet, and sheet 18L
  - boundary between sheet 18, this sheet, and sheet 18M
  - boundary between sheet 18, this sheet, and sheet 18N
  - boundary between sheet 18, this sheet, and sheet 18O
  - boundary between sheet 18, this sheet, and sheet 18P
  - boundary between sheet 18, this sheet, and sheet 18Q
  - boundary between sheet 18, this sheet, and sheet 18R
  - boundary between sheet 18, this sheet, and sheet 18S
  - boundary between sheet 18, this sheet, and sheet 18T
  - boundary between sheet 18, this sheet, and sheet 18U
  - boundary between sheet 18, this sheet, and sheet 18V
  - boundary between sheet 18, this sheet, and sheet 18W
  - boundary between sheet 18, this sheet, and sheet 18X
  - boundary between sheet 18, this sheet, and sheet 18Y
  - boundary between sheet 18, this sheet, and sheet 18Z

CURVE	ROUTING	DELTA	LENGTH	TRIBUTARY
1	500.00	27-19-42	124.01	52.23
2	500.00	27-19-42	124.01	52.23
3	500.00	27-19-42	124.01	52.23
4	500.00	27-19-42	124.01	52.23
5	500.00	27-19-42	124.01	52.23
6	500.00	27-19-42	124.01	52.23
7	500.00	27-19-42	124.01	52.23
8	500.00	27-19-42	124.01	52.23
9	500.00	27-19-42	124.01	52.23
10	500.00	27-19-42	124.01	52.23
11	500.00	27-19-42	124.01	52.23
12	500.00	27-19-42	124.01	52.23
13	500.00	27-19-42	124.01	52.23
14	500.00	27-19-42	124.01	52.23
15	500.00	27-19-42	124.01	52.23
16	500.00	27-19-42	124.01	52.23
17	500.00	27-19-42	124.01	52.23
18	500.00	27-19-42	124.01	52.23
19	500.00	27-19-42	124.01	52.23
20	500.00	27-19-42	124.01	52.23
21	500.00	27-19-42	124.01	52.23
22	500.00	27-19-42	124.01	52.23
23	500.00	27-19-42	124.01	52.23
24	500.00	27-19-42	124.01	52.23
25	500.00	27-19-42	124.01	52.23
26	500.00	27-19-42	124.01	52.23
27	500.00	27-19-42	124.01	52.23
28	500.00	27-19-42	124.01	52.23
29	500.00	27-19-42	124.01	52.23
30	500.00	27-19-42	124.01	52.23
31	500.00	27-19-42	124.01	52.23
32	500.00	27-19-42	124.01	52.23
33	500.00	27-19-42	124.01	52.23
34	500.00	27-19-42	124.01	52.23
35	500.00	27-19-42	124.01	52.23
36	500.00	27-19-42	124.01	52.23
37	500.00	27-19-42	124.01	52.23
38	500.00	27-19-42	124.01	52.23
39	500.00	27-19-42	124.01	52.23
40	500.00	27-19-42	124.01	52.23
41	500.00	27-19-42	124.01	52.23
42	500.00	27-19-42	124.01	52.23
43	500.00	27-19-42	124.01	52.23
44	500.00	27-19-42	124.01	52.23
45	500.00	27-19-42	124.01	52.23
46	500.00	27-19-42	124.01	52.23
47	500.00	27-19-42	124.01	52.23
48	500.00	27-19-42	124.01	52.23
49	500.00	27-19-42	124.01	52.23
50	500.00	27-19-42	124.01	52.23
51	500.00	27-19-42	124.01	52.23
52	500.00	27-19-42	124.01	52.23
53	500.00	27-19-42	124.01	52.23
54	500.00	27-19-42	124.01	52.23
55	500.00	27-19-42	124.01	52.23
56	500.00	27-19-42	124.01	52.23
57	500.00	27-19-42	124.01	52.23
58	500.00	27-19-42	124.01	52.23
59	500.00	27-19-42	124.01	52.23
60	500.00	27-19-42	124.01	52.23
61	500.00	27-19-42	124.01	52.23
62	500.00	27-19-42	124.01	52.23
63	500.00	27-19-42	124.01	52.23
64	500.00	27-19-42	124.01	52.23
65	500.00	27-19-42	124.01	52.23
66	500.00	27-19-42	124.01	52.23
67	500.00	27-19-42	124.01	52.23
68	500.00	27-19-42	124.01	52.23
69	500.00	27-19-42	124.01	52.23
70	500.00	27-19-42	124.01	52.23
71	500.00	27-19-42	124.01	52.23
72	500.00	27-19-42	124.01	52.23
73	500.00	27-19-42	124.01	52.23
74	500.00	27-19-42	124.01	52.23
75	500.00	27-19-42	124.01	52.23
76	500.00	27-19-42	124.01	52.23
77	500.00	27-19-42	124.01	52.23
78	500.00	27-19-42	124.01	52.23
79	500.00	27-19-42	124.01	52.23
80	500.00	27-19-42	124.01	52.23
81	500.00	27-19-42	124.01	52.23
82	500.00	27-19-42	124.01	52.23
83	500.00	27-19-42	124.01	52.23
84	500.00	27-19-42	124.01	52.23
85	500.00	27-19-42	124.01	52.23

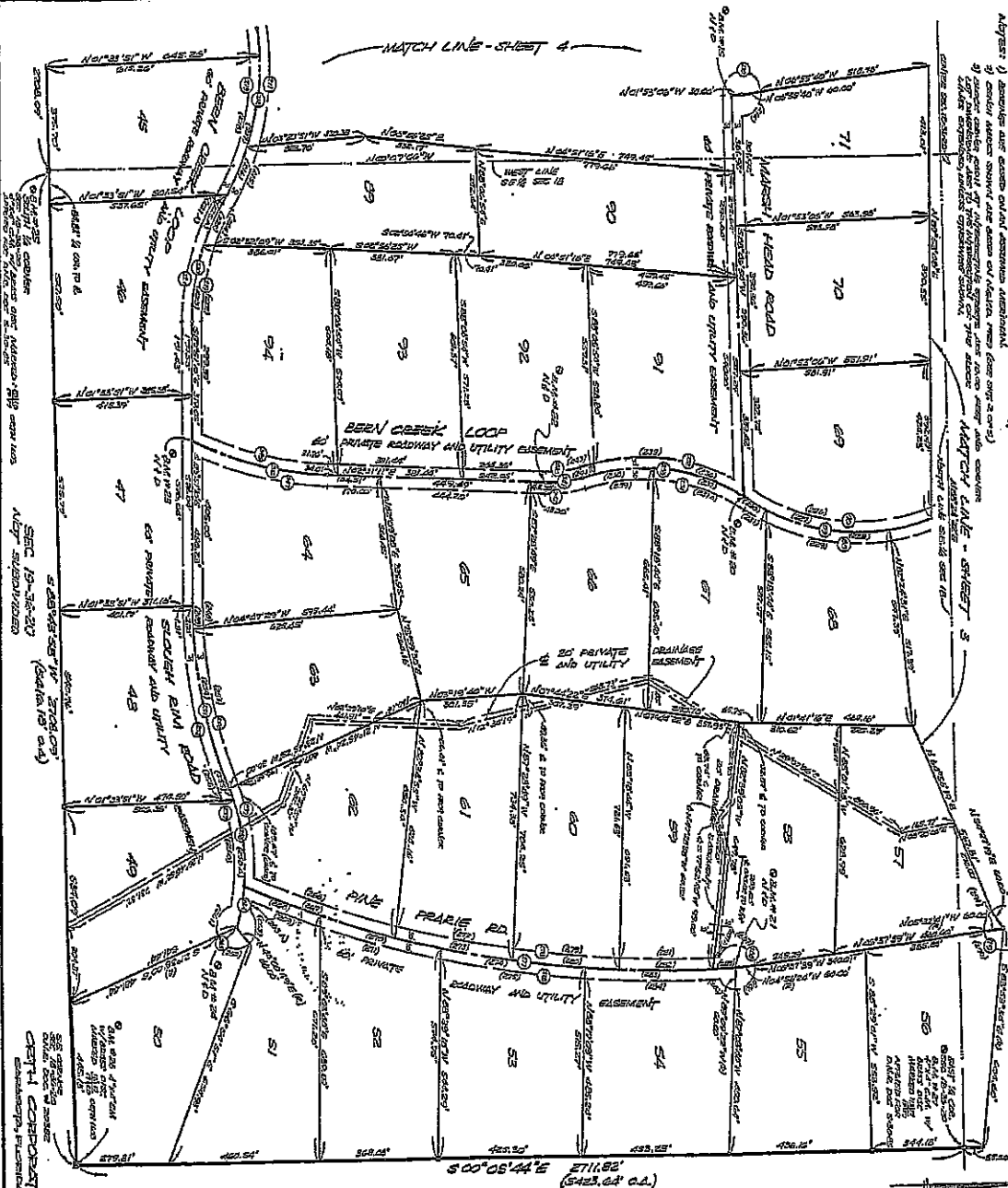
# THE RANCHES AT BERN CREEK

IN SECTION 18, TWP. 36 S., RGE. 20 E.  
SARASOTA COUNTY, FLORIDA.

ADVERTISE (1) Developer and owner of land shown hereon (hereinafter referred to as "Developer") and (2) the owner of the land shown hereon (hereinafter referred to as "Owner") have caused this plat to be prepared and recorded for the purpose of showing the subdivision of the land shown hereon into lots, blocks, and tracts, and for the purpose of showing the location of the roads, easements, and other features shown hereon.



- LEGEND:
- (1) Boundary corners shown by dots are not shown on any plat
  - (2) Boundary corners shown by dots are not shown on any plat
  - (3) Boundary corners shown by dots are not shown on any plat
  - (4) Boundary corners shown by dots are not shown on any plat
  - (5) Boundary corners shown by dots are not shown on any plat
  - (6) Boundary corners shown by dots are not shown on any plat
  - (7) Boundary corners shown by dots are not shown on any plat
  - (8) Boundary corners shown by dots are not shown on any plat
  - (9) Boundary corners shown by dots are not shown on any plat
  - (10) Boundary corners shown by dots are not shown on any plat



SEC. 17-36-20 NOT SUBDIVIDED

50° 05' 44" E 2711.62' (5423.64' C.A.)

Lot	Area	Area	Area
45	700.00	31.18	668.82
46	700.00	31.18	668.82
47	700.00	31.18	668.82
48	700.00	31.18	668.82
49	700.00	31.18	668.82
50	700.00	31.18	668.82
51	700.00	31.18	668.82
52	700.00	31.18	668.82
53	700.00	31.18	668.82
54	700.00	31.18	668.82
55	700.00	31.18	668.82
56	700.00	31.18	668.82
57	700.00	31.18	668.82
58	700.00	31.18	668.82
59	700.00	31.18	668.82
60	700.00	31.18	668.82
61	700.00	31.18	668.82
62	700.00	31.18	668.82
63	700.00	31.18	668.82
64	700.00	31.18	668.82
65	700.00	31.18	668.82
66	700.00	31.18	668.82
67	700.00	31.18	668.82
68	700.00	31.18	668.82
69	700.00	31.18	668.82
70	700.00	31.18	668.82
71	700.00	31.18	668.82
72	700.00	31.18	668.82
73	700.00	31.18	668.82
74	700.00	31.18	668.82
75	700.00	31.18	668.82
76	700.00	31.18	668.82
77	700.00	31.18	668.82
78	700.00	31.18	668.82
79	700.00	31.18	668.82
80	700.00	31.18	668.82
81	700.00	31.18	668.82
82	700.00	31.18	668.82
83	700.00	31.18	668.82
84	700.00	31.18	668.82
85	700.00	31.18	668.82

DECLARATION OF RESTRICTIONS  
OF  
THE RANCHES AT BERN CREEK

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

ACCORDINGLY, Developer hereby declares that all of the property described above is held and shall be held, conveyed, hypothecated or encumbered, leased, rented, used, occupied and improved subject to the following limitations, restrictions, conditions and covenants, all of 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.

1. No parcel of land shall be used for any purpose other than a single family home, except as otherwise specified herein.
2. No residence shall be constructed on a parcel of land containing less than five (5) acres. No construction of a building or residence or structure shall be commenced until plans and specifications therefor shall have been submitted to the Developer, its successors or assigns, for approval and approval has been given in writing. In the event proposed construction does not violate any of the restrictions provided for herein and there are no substantial reasons for withholding consent, approval shall be promptly granted.
3. Single level residences shall have an air conditioned living area of not less than sixteen hundred (1,600) square feet, exclusive of porches, breezeways, garages, workshops and barns. Two story residences shall have a first floor level air conditioned living area of not less than 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 a dwelling for guests (for which no rental or consideration may be charged) shall be permitted; however, in no event shall there be more than two (2) detached buildings (other than residence) constructed on any lot.
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 to discolor, deteriorate, or become unsightly and shall harmonize with existing structures in the area. Stables, barns and other unattached buildings permitted under these restrictions shall be constructed of new materials which harmonize with the primary single family residence.
6. No structure shall be moved onto any parcel of land. No temporary dwellings, including trailers, mobile homes, and storage facilities, shall be brought upon any parcel of land except contractor's trailers, with sanitary facilities to be used during the reasonable period of construction of a dwelling.
7. All fences facing a paved road shall be constructed of COA 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 on the property line between road Right of Way and the owner's property.
8. Lakes or ponds may be constructed, provided however, that all excess dirt shall be removed or leveled within thirty (30) days after completion of the construction of said lake or pond.
9. No structures shall be erected or maintained within one hundred fifty (150) feet of the centerline of any road or within fifty (50) feet of any interior lot line of any parcel; provided however, the Developer, its successors and assigns, shall have the right to grant exceptions and variances to said setbacks in respect of any parcel of land, the topography of which is such as to render compliance with such setbacks unreasonable. Any application for exceptions or variances shall be in writing and shall be accompanied with plans and specifications in respect to the proposed structure. Any variance shall be executed with the formalities of a deed and recorded in the public records of 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 front, property lines of each parcel is reserved for Developer, its successors and assigns, for the installation and maintenance of utilities and drainage facilities; provided, however, that the owner of the parcel may fence in the easement area and the area shall be maintained for utilities and drainage facilities.
11. Commercial and recreational vehicles, including but not limited to campers, motorhomes, trailers, off the road vehicles, inoperable vehicles, dump trucks, draglines, dunebuggies and boats, must either be placed in enclosed structures, walled areas, or must be so located on the lot so as to be screened from view from roadways and adjoining properties by shrubbery or natural vegetation. No unsightly objects of any nature shall be stored on the lots unless said objects are completely screened from view from roadways and adjoining properties.
12. No firearms, air rifles, BB guns or like devices shall be discharged, fired, shot or otherwise used on any lot or area within the subdivision.
13. All electrical service to the primary residence and any attached or unattached structures shall be provided to said structure by underground service.

Return to: McDaniel & Ball P.A., Sarasota, FL 33577  
1444 First Street, Sarasota, FL 33577  
2736

14. All horses, cattle, and other animals, exclusive of dogs, cats and other household pets, shall be confined 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 residents 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 hazard or fire hazard or which will detract from the beauty and appearance of the site or be otherwise substantially objectionable.

In the event the owner 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 entry on 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.

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 any 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.

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.

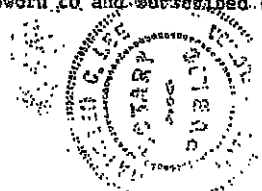


BERN CREEK DEVELOPMENT CORPORATION.  
By: Robert S. McDaniel, Jr.

ATTEST: Judith L. Ross  
Secretary

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

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



Maurice J. Lee  
NOTARY PUBLIC  
Notary Public, State Of Florida At Large  
My Commission Expires April 22, 1988  
Bonded By Lawyers Surety Corp.