

FIRST AMENDMENT
TO
DECLARATION
OF
PROTECTIVE COVENANTS
FOR
THE RANCHES AT PANTHER RIDGE III

THIS FIRST AMENDMENT (the "First Amendment") is made as of the 10th day of January, 1997, by **RANCH PROPERTY PARTNERS, LTD.**, a Florida limited partnership (the "Declarant").

W I T N E S S E T H:

WHEREAS, Declarant has heretofore executed and filed of record, that certain Declaration of Protective Covenants for the Ranches at Panther Ridge III, dated October 31, 1996, and, recorded in O.R. Book 1503, Page 4185, of the Public Records of Manatee County, Florida (the "Declaration"); and

WHEREAS, Declarant wishes to amend the Declaration in accordance with Section 9.05(a) thereof;

NOW, THEREFORE, Declarant hereby amends the Declaration as follows:

1. Recitals and Definitions. The recitals contained hereinabove are true and correct and are incorporated herein by reference. Capitalized terms used in this First Amendment shall have the meanings given them in the Declaration, unless the context clearly otherwise indicates.

2. Amendment to Section 8.12. Section 8.12 of the Declaration is amended to read as follows:

" **8.12. Improvement Standards.** Each Tract shall be subject to the following mandatory standards, requirements, prohibitions and criteria for the design, construction and alteration of improvements to such Tract.

(a) No structure shall be located within one hundred (100) feet of a boundary line of a Tract, except that the Building Review Board may grant variances to such set backs if the Building Review Board determines such variance is reasonably necessary in order to preserve a significant tree or other natural attribute of such Tract, or if the BRB determines that the topography of such Tract is such as to make compliance with such setback unreasonable. The BRB may require submission of such plans and supporting materials as it may deem necessary or useful in deciding whether or not to grant a variance. Any variance granted shall be in writing and in recordable form, and shall be recorded in the Public Records of Manatee County, Florida.

- (b) Any dwelling or other structure shall have finished exterior walls of brick, stone, painted stucco, logs, painted or stained wood, or prefinished vinyl or aluminum siding, and a finished roof of fiberglass shingles, concrete, cedar shakes, tile or metal. Notwithstanding the foregoing, the BRB may approve alternate materials for barns, garages and other outbuildings if the BRB determines such materials will present a consistent or complementary appearance to the primary dwelling or other structures located on a Tract. The BRB may condition such approval upon use of specific colors, restricted locations of such structure, and required landscaping or other screening, as the BRB may deem appropriate.
- (c) No single family residential structure shall be constructed within the Subdivision having fewer than eighteen hundred (1,800) square feet of enclosed, air conditioned living area, exclusive of garages, open or screened porches, patios, balconies and terraces. Any such residential structure containing more than one story shall have no fewer than twelve hundred (1,200) square feet of such enclosed, air conditioned living area on the first floor.
- (d) Natural drainage within the Subdivision shall be maintained and no Owner shall interfere with such drainage contours and patterns. All grading and development of a Tract shall be carried out in such a manner as not to interfere with natural drainage, and no Owner shall cause or permit any filling or grading of his Tract which would adversely affect and interfere with the natural drainage within the Subdivision. If any improvements or changes to a Tract results in a substantial increase in surface water run-off, such increase shall be retained and detained within that Tract in accordance with sound engineering principles and applicable governmental standards. Likewise, it is intended hereby that no Tract may be so improved or changed as to substantially interfere with natural drainage from other Tracts that flows onto or through such Tract.
- (e) All garbage, trash and refuse containers, air conditioning units, oil or fuel tanks, bottled gas tanks, and permanently affixed swimming pool equipment and housing shall be underground or placed in areas attached or adjacent to structures, which areas are substantially enclosed or sheltered by solid or decorative walls (such as shadow block), decorative fences or landscaping, or a combination thereof, so that they shall be substantially concealed or hidden from eye-level view from any Road or adjacent property.
- (f) All antennae, masts, satellite dishes, disks or other telecommunication sending or receiving devices shall be located to the rear of a principal dwelling on a Tract.
- (g) At the time of the construction of a residential dwelling on each Tract, the Tract shall be landscaped in accordance with a detailed landscaping plan approved by the BRB, pursuant to Section 8.13, and thereafter the Tract's landscaping shall be maintained in good condition in accordance with the approved plan. The landscaping plan shall be prepared by a landscape architect, other appropriate design professional or landscaping installation company. The landscaping plan shall meet the following minimum criteria:
 - (1) Maintenance of existing areas within the Tract containing significant trees and native habitats, in order to preserve the existing variety of natural appearance between and among the Tracts.

- (2) The area lying within fifty (50) feet of the principal dwelling structure shall be seeded or sodded with grass as a lawn, with appropriate landscaping.
 - (3) Trees native to the area, such as oak, pine, sable palms, and myrtle, shall be maintained or planted appropriately in and about the Improvements to the Tract, including the principal dwelling, driveway, intersection of the driveway and a Road, and other focal points. Trees so planted or maintained may vary in size from saplings to fully grown.
 - (4) Portions of the Tract that are cleared areas not used for pasture shall be sodded or planted with ground cover.
 - (5) Pasture areas cleared of natural plantings shall be improved and seeded as appropriate for pasture.
 - (6) Appropriate irrigation as reasonably necessary to maintain landscaping pursuant to the approved plan.
- (h) Each single family residential dwelling structure shall be designed, constructed and maintained with an enclosed garage as a part thereof, for a minimum of two cars.
 - (i) At the time of initial construction of the driveway providing access to each Tract, such driveway shall be paved for a distance of at least 50 feet from the edge of the pavement of the abutting Access Road, such pavement to be of concrete, asphalt, or other materials approved by the BRB.
 - (j) Fences that border a paved Road must be of a design, materials and location approved by the Building Review Board. The BRB may specify one or more standard designs, materials and locations so that fences bordering paved Roads shall be of a consistent or complementary appearance. For purposes hereof, a fence will be deemed to border a Road if it is parallel to the Road or substantially parallel, and is the fence on such Tract closest to the Road.
 - (k) Any crawl space between the finished grade of the Tract surrounding a structure and the first floor of the structure that is in excess of 32 inches shall be enclosed.
 - (l) No Improvements or other construction upon, alterations to or use of, a Tract shall intrude upon or otherwise impact any wetland, or interfere with or disturb any required drainage boundaries, facilities or contours, or any buffer reflected on the ERP Plans, or be otherwise in violation of the ERP. Each Owner (and the Association with respect to areas within the Subdivision for which it is responsible for maintenance hereunder) shall comply with any seeding and grassing requirements reflected on the ERP Plans or required by the ERP. The Association and each Owner shall otherwise observe and comply with the terms of the ERP and respect the requirements reflected on the ERP Plans.
 - (m) In connection with the construction of any driveway onto a Tract, whether pursuant to Section 8.12(i) or otherwise, there shall be a culvert installed in the swale adjacent to or within the Road abutting such Tract, the size of which culvert

shall be in accordance with a Table of Internal Culvert Sizes, prepared by Zoller, Najjar and Shroyer, Inc., and approved by SWFWMD, as submitted as part of the application for the ERP. A copy of such table shall be delivered to and held by the Association as part of its records.

- (n) During the period of construction of improvements to a Tract, all construction debris shall be placed in a dumpster or other appropriate container maintained on the Tract, and the contents of such container shall be periodically removed therefrom and hauled to an appropriate destination. Such container and debris removal shall be maintained and carried out in compliance with any applicable governmental laws, rules, regulations or franchise agreements. The container or containers shall be of such size and number, and the debris hauled at such intervals, so as to provide adequate interim storage for all construction debris generated from the Tract.
- (o) All utilities installed within a Tract by or on behalf of an Owner shall be underground, except as may be otherwise approved by the BRB, which shall only approve exceptions in circumstances in which strict enforcement of the underground requirement would prevent practical access to utilities, or result in a violation of other provisions of this Declaration.
- (p) It is intended that the residential structures in the Subdivision be of an exterior design reflecting an appropriate degree of architectural features, interest and character, so that such homes are widely regarded as being of more value, and possessing greater appeal, than plain, unadorned rectangular buildings possessing little or no architectural interest or character, such as may commonly be found in entry level, inexpensive developments. In order to attain such goal, Owners are encouraged to use exterior designs prepared by architects or other design professionals, or to have plans reviewed by such professionals with modifications as appropriate. The BRB may, as part of its review under Section 8.13, require plans it finds to lack desired characteristics to be reviewed by an architect or other design professional, and condition its approval on modification of the exterior design to incorporate recommendations by such design professionals."

3. **Amendment to Section 8.13.** Section 8.13 of the Declaration is amended to read as follows:

" **8.13. Construction Review.** No buildings, barns, garages, outbuildings, sheds or other structures, landscaping, sod, grass or other ground cover, boarders, planters, irrigation systems, fences, walls, tennis courts, screen enclosures, pools, patios, solar energy device, decorative structures, containers or other installations, devices, equipment, or any other improvement on a Tract that will alter the appearance of the Tract or existing improvements thereto when viewed from adjacent Tracts or an adjacent Road, (collectively, the "Improvements") shall be constructed, reconstructed, altered, or installed until the design, materials and location thereof has first been approved in writing by the Building Review Board.

- (a) Requests for BRB approval of proposed Improvements shall be in writing, and accompanied by such plans, specifications, site plans, drawings, samples and other materials as may be reasonably required by the BRB in order to evaluate the proposal. The BRB may waive formalities in the approval process. The BRB

shall review and evaluate all applications within thirty (30) days after receipt of all such materials required, and either approve, disapprove or approve in part and disapprove in part.

- (b) The BRB may issue a conditional approval of proposed Improvements, specifying that the proposed Improvements will be approved, provided the Owner agrees to specified conditions. Such conditions may include, but shall not be limited to, locating the proposed Improvements at a different location within the Tract, altering colors, materials or other features of the proposed Improvement, shielding or screening proposed Improvements with landscaping, fences, walls or other materials, modifying exterior design, or such other conditions as will, in the judgement of the BRB, make the proposed Improvements consistent with this Declaration, or that will minimize or eliminate any undesirable feature of the proposed Improvement.
- (c) Failure of the BRB to approve or disapprove within thirty (30) days after receipt of all materials shall be deemed approval. If Improvements are made without BRB approval, and the BRB does not issue written disapproval thereof for a period of ninety (90) days after completion of such Improvements, then such Improvements shall be deemed approved.
- (d) All Improvements shall comply with the mandatory provisions of Section 8.12 of this Declaration. In addition, the BRB may adopt and modify design, material and locational criteria and standards for proposed Improvements (the "Standards"). The Standards shall be deemed to include any mandatory or prohibitory provisions of this Declaration, including Section 8.12 hereof. The Standards shall otherwise set forth matters subject to BRB review that are mandated, prohibited or approved, thereby establishing criteria that will assist Owners and provide criteria for the BRB in its review and action upon an application. It is anticipated that Standards will be adopted for major elements under BRB consideration, as well as lesser items of a recurring nature. The fact that the BRB has not adopted a Standard for a particular aspect of a proposed Improvement shall not preclude the BRB from taking that aspect into consideration in its review and approving or disapproving of it. Proposed Improvements which are in full compliance with Standards that are comprehensive with respect to such proposal may be constructed or installed without necessity of formal BRB review and approval, but only if the Standards so provide.
- (e) The Building Review Board shall have broad discretion to approve or disapprove proposed Improvements, including the discretion to approve or disapprove on the basis of esthetics. Standards are to be a guide to the BRB, and even though an application may comply with all applicable Standards, the BRB is not obligated to approve if there are other features of the application of which the BRB does not approve. The BRB may approve of an application which does not comply in all respects with all applicable Standards if the BRB, in its sole judgment, determines that the proposed improvements in their entirety merit approval, and any deviation from Standards will not substantially, materially and adversely affect the Owners and occupants of the Subdivision.
- (f) Unless the Board is acting as the Building Review Board, any Owner aggrieved by decision of the Building Review Board may appeal same to the Board, which

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shall hold a hearing within thirty (30) days, and either approve, disapprove or modify the decision of the Building Review Board.

- (g) The BRB may adopt reasonable rules and regulations for the conduct of its authority, and the Board may establish reasonable fees for review by the BRB. The Association shall maintain records of all BRB proceedings, and shall furnish a certificate in recordable form upon the request of any Owner verifying the compliance or noncompliance of such Owner and his Tract with the construction review provisions of this Declaration.
- (h) Neither Declarant, the Association nor the BRB shall have any responsibility for the design or quality of materials, construction or structural soundness of any Improvements, nor compliance thereby with any governmental codes or requirements. No liability relating to the construction of Improvements shall result from Declarant, the Association or the BRB reviewing and approving any proposed Improvements. Neither the Declarant, the Association or the BRB evaluates applications or proposals to determine whether same meet architectural or engineering standards, or comply with government codes and regulations, nor do they evaluate the quality of workmanship and materials."

4. **Covenant and Ratification.** Declarant covenants that the Turnover Date has not occurred. The Declaration, as amended hereby, is hereby ratified and confirmed.

IN WITNESS WHEREOF, Declarant has caused these presents to be executed in its name by its managing general partner thereunto duly authorized as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

Cherie Ralston
Witness

Cherie Ralston
Print Name of Witness

Marilyn E. Lemick
Witness

Marilyn E. Lemick
Print Name of Witness

**RANCH PROPERTY PARTNERS, LTD., a Florida
limited partnership**

By: **RANCH PROPERTY, INC.,**
a Florida corporation, its
general partner

By: Frank A. Buskirk
Frank A. Buskirk,
its President
3651 Cortez Road West
Suite 300
Bradenton, FL 34210

STATE OF FLORIDA
COUNTY OF MANATEE

The foregoing instrument was acknowledged before me this 6th day of January, 1996, by Frank A. Buskirk, as President of Ranch Property Partners, Ltd., a Florida limited partnership, on behalf of the partnership, as general partner of Ranch Property, Inc., a Florida general partnership on behalf of the partnership, () who is personally known to me or () who has produced _____ as identification.



MARIANNE DOVENERO
Notary Public, State of Florida
My Comm. Expires Aug. 22, 1998
No. CC 40286
Bonded Thru Official Notary Service

Marianne Dovenero
Notary Public
My Commission Expires: 8/22/98

This instrument prepared by:
David K. Deitrich, Esq.
Deitrich & St. Paul, P.A.
1111 Third Avenue West, Suite 350
Bradenton, FL 34205
(941) 747-4020

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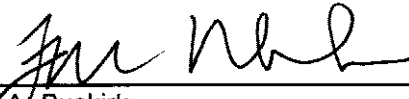
AFFIDAVIT
Ranch Property Partners, Ltd.

STATE OF FLORIDA
COUNTY OF MANATEE

Before me, the undersigned authority, personally appeared Frank A. Buskirk, who being by me first duly sworn, deposes and says:


1. The Affiant is president of Ranch Property, Inc., a Florida corporation (the "Corporation"), and is authorized to execute this Affidavit on behalf of the Corporation.
2. That the Corporation is a general partner of Ranch Property Partners, Ltd., a Florida limited partnership (the "Partnership"), and this Affidavit is made and executed on behalf of the Partnership.
3. The name of the sole general partner of the Partnership is Ranch Property, Inc., a Florida corporation.
4. The general partner is authorized to execute a conveyance, encumbrance or other instrument affecting the Partnership's real property, such execution to be without necessity of joinder by any other general partner.
5. The Partnership is in existence as of the date hereof, the Corporation is not a debtor in a bankruptcy proceeding, and the Corporation is organized under the Laws of Florida, in good standing with the Department of State, and has not been dissolved.
6. This Affidavit is made pursuant to Section 689.045(3), Florida Statutes.

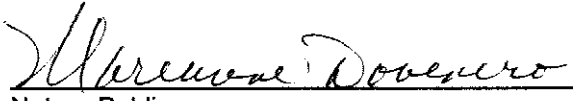
FURTHER AFFIANT SAYETH NOT.



Frank A. Buskirk

Sworn to and subscribed before me this 6th day of January, 1998, by Frank A. Buskirk, () who is personally known to me or () who has produced _____ as identification.

 **MARIANNE DOVENERO**
Notary Public, State of Florida
My Comm. Expires Aug. 22, 1998
No. CC 402285
Bonded Thru Official Notary Service



Notary Public
My Commission Expires: 8/22/98

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R.B. SHORE CLERK OF CIRCUIT COURT MANATEE COUNTY FL