

BK 1513 PG 4093 LKTH 990306 1 of 6

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

THIS SECOND AMENDMENT (the "Second Amendment") is made as of the 24th day of March, 1997, by RANCH PROPERTY PARTNERS, LTD., a Florida limited partnership (the "Declarant").

WITNESSETH:

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, as amended by First Amendment thereto, recorded in C.R. Book 1507, Page 2813, both 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 Second Amendment shall have the meanings given them in the Declaration, unless the context clearly otherwise indicates.

2. **Creation of New Article 4.1.** A new Article 4.1 is hereby created and added to the Declaration to read as follows:

"ARTICLE 4.1
COMMUNITY PARK

4.1.01. Description of Community Park. Declarant hereby sets aside and establishes as a community park one certain Tract within the Subdivision, legally described as Tract 41, Section 19, Township 35 South, Range 20 East, Pomello Park, as per Plat thereof, recorded in Plat Book 6, Page 61, Public Records of Manatee County, Florida (the "Community

Park"). The Community Park will be for the uses and purposes provided in this Article 4.1, and be owned, maintained and operated as provided herein.

4.1.02. Participating Subdivisions. Declarant has established the Community Park with the intention and expectation that it will be used in common by Residents (hereinafter defined) of the Subdivision, and the Residents of additional sections of Panther Ridge adjacent to, or in the vicinity of, the Subdivision. Each subdivision whose Residents may have Shared Use Rights (hereinafter defined) in the Community Park is or will be defined by a recorded declaration of covenants, similar to the Declaration, pursuant to which such subdivision will be administered ~~by an association. Those subdivisions, both existing and proposed, which may share use rights~~ their respective declarations of covenants and association identifications are as follows:

- (a) The Ranches at Panther Ridge (the "Panther 1 Subdivision"), which is subject to the Declaration of Protective Covenants for The Ranches at Panther Ridge, recorded in O.R. Book 1477, Page 6469, Public Records of Manatee County, Florida, as amended (the "Panther 1 Declaration"). The Panther 1 Subdivision is administered pursuant to the Panther 1 Declaration by Panther Ridge Homeowners' Association, Inc. (the "Panther 1 Association").
- (b) The Ranches at Panther Ridge II (the "Panther 2 Subdivision"), which is subject to the Declaration of Protective Covenants for The Ranches at Panther Ridge II, recorded in O.R. Book 1486, Page 3006, Public Records of Manatee County, Florida, as amended (the "Panther 2 Declaration"). The Panther 2 Subdivision is administered pursuant to the Panther 2 Declaration by Panther Ridge II Homeowners' Association, Inc. (the "Panther 2 Association").
- (c) The Ranches at Panther Ridge III (the "Panther 3 Subdivision"), which is subject to the Declaration of Protective Covenants for The Ranches at Panther Ridge III, recorded in O.R. Book 1503, Page 4185, Public Records of Manatee County, Florida, as amended (the "Panther 3 Declaration"). The Panther 3 Subdivision is administered pursuant to the Panther 3 Declaration by Panther Ridge III Homeowners' Association, Inc. (the "Panther 3 Association"). The Panther 3 Subdivision is also known herein as the "Subdivision," the Panther 3 Declaration is known herein as the "Declaration" and the Panther 3 Association is known herein as the "Association."
- (d) Bridle Creek at Panther Ridge (the "Panther 4 Subdivision"), which is subject to the Declaration of Protective Covenants for Bridle Creek at Panther Ridge, to be recorded among the Public Records of Manatee County, Florida (the "Panther 4 Declaration"). The Panther 4 Subdivision will be administered pursuant to the Panther 4 Declaration by Bridle Creek Homeowners' Association, Inc. (the "Panther 4 Association").

The Panther 2 Subdivision has been granted Shared Use Rights in the Community Park, as required herein. Declarant hereby grants Shared Use Rights in the Community Park to the Residents (hereinafter defined) of the Subdivision, on the terms and conditions set forth in this Article 4.1. Declarant reserves the right, in its discretion, to grant Shared Use Rights in the Community Park to the Panther 1 Subdivision and the Panther 4 Subdivision. Those subdivisions having Shared Use Rights in the Community Park are "Participating Subdivisions," and the associations responsible for operating Participating Subdivisions are termed "Participating Associations."

4.1.03. Purpose. The Community Park shall be for the purpose of affording a passive recreational area and facilities, primarily for the Residents the Participating Subdivisions. Declarant will improve the Community Park by constructing thereon a picnic shelter and by providing a multi-use athletic field. Declarant reserves the right, but not the obligation, in its sole discretion to add additional features, facilities, and improvements. There shall be no other improvements or alterations to the Community Park except as authorized pursuant to Section 4.1.10 below.

4.1.04. Shared Use Rights. The Residents of all Participating Subdivisions shall have a shared right to the use of the Community Park subject to reasonable rules and regulations with respect to such use adopted as hereinafter provided (the "Shared Use Rights"). For the purposes hereof, the term "Resident" shall mean the owner of any tract within a Participating Subdivision, or such owner's tenant if the tract is leased, and the members of such person's family, and their respective invited guests. All use of the Community Park shall be consistent with its purposes and the rules and regulations that may be adopted as hereinafter provided.

4.1.05. Community Park Advisory Committee. There is hereby established a community park advisory committee (the "Advisory Committee"). The Advisory Committee shall consist of owners of tracts in the Participating Subdivisions, with the Board of each Participating Association appointing not less than one, nor more than three, members of the Advisory Committee, it being intended that at all times each Participating Association shall appoint an equal number of members of the Advisory Committee. The Advisory Committee shall elect a chair and vice-chair, and such other officers as the Advisory Committee may from time to time determine. The Advisory Committee, with consent of the Boards of all Participating Associations, may adopt rules and procedures for the conduct of its meetings and affairs, but unless and until the Advisory Committee does so adopt such rules and procedures, the Advisory Committee shall be subject to such quorum, notice and other procedural requirements which would be applicable to a committee of the Panther 3 Association, except that notice of Advisory Committee meetings need not be posted in any of the Participating Subdivisions or mailed or delivered to members of the Participating Associations, nor shall Advisory Committee meetings be open to all members of Participating Associations. Advisory Committee meetings shall, however, be open to members of the Boards of Directors of Participating Associations.

4.1.06. Advisory Committee Functions. The Advisory Committee shall have the following functions and duties:

- (a) To consider and adopt a budget (the "Park Budget") for each fiscal year for the estimated expense of the administration, maintenance and operation of the Community Park for that year, and to certify such Park Budget to the Participating Associations on or before December 1st preceding the fiscal year to which the Park Budget applies.
- (b) To promulgate and revise reasonable rules and regulations from time to time governing the use of the Community Park.
- (c) To allow and provide for the occasional use of the Community Park for functions or activities by persons or organizations other than Residents of Participating Subdivisions, provided such use is consistent with the purposes of the Community Park, all on such terms and conditions as the Advisory Committee may require, which terms may or may not include payment of a fee.

- (d) To consider and make recommendations to the Participating Associations with respect to the addition of features, facilities or improvements to the Community Park (the "Improvements").
- (e) To review, arrange for, present and recommend to the Managing Association (hereinafter defined) such agreements, vendors, suppliers, contractors, employees or other arrangements as may be reasonably necessary for the Managing Association to carry out its administrative and maintenance functions with respect to the Community Park, consistent with the Park Budget.

4.1.07. **Transfer of Title to Community Park.** On or before sixty (60) days following the date upon which Declarant relinquishes control of the last of the Participating Associations, Declarant shall transfer and convey the Community Park to the Participating Associations by special warranty deed. Such conveyance shall be subject to taxes for the year of conveyance, restrictions, easements and reservations of record. The conveyance shall be to the Participating Associations as tenants in common in the same proportions by which the Participating Associations share in the Community Expense (hereinafter defined). The Participating Associations may elect, at their expense, to obtain title insurance and a survey with respect to the Community Park.

4.1.08. **Operation and Maintenance.** The Participating Associations may, from time to time, designate one Participating Association (the "Managing Association") to have primary responsibility for the operation, administration and maintenance of the Community Park. Until otherwise designated by the Participating Associations, the Panther 3 Association shall be the Managing Association. The Managing Association shall:

- (a) Enforce the provisions of this Declaration with respect to the Community Park and the rules and regulations adopted by the Advisory Committee pursuant hereto by appropriate means;
- (b) To obtain and maintain public liability insurance and casualty insurance for the Community Park, with the Participating Associations as named insureds, all such insurance to be in such coverages and amounts as may be required by the boards of a majority of the Participating Associations. The cost thereof shall be included in the Park Budget.
- (c) Have the power of entry upon the Community Park as reasonably necessary in connection with the carrying out of the Managing Association's responsibilities;
- (d) Have the power to negotiate and contract for such materials and services as may be necessary or desirable for the administration, operation and maintenance of the Community Park, and for any Improvements (hereinafter defined) to the Community Park authorized as hereinafter provided;
- (e) Pay any and all taxes levied with respect to the Community Park;
- (f) Maintain the Community Park.

The responsibilities of the Managing Association hereunder shall commence at such time as the Community Park is made available to the Residents of the Participating Subdivisions by Declarant.

notwithstanding that ownership thereof may remain in the Declarant until transfer to the Participating Associations pursuant to Section 4.1.07.

4.1.09. Shared Community Expense. The costs and expenses of operating, administrating and maintaining the Community Park (the "Community Expense") shall be shared by the Participating Associations. Each Participating Association shall be responsible for a share of the Community Expense and the cost of any Improvement approved pursuant to Section 4.1.10 (the "Prorata Share") equal to a fraction, the numerator of which shall be the number of tracts in the Participating Subdivision administered by such Participating Association, and the denominator of which shall be the total number of tracts in all Participating Subdivisions. In preparing and adopting its budget, the board of each Participating Association shall include its Prorata Share of the Park Budget. Should the actual expense of operation, administration and management of the Community Park exceed the Park Budget, then each Participating Association shall be responsible for its Prorata Share of such excess. The Managing Association may certify to the other Participating Associations whenever actual expenses exceed the Park Budget, and each Participating Association shall remit its Prorata Share to the Managing Association within a reasonable time after such certification, not to exceed thirty (30) days. Each Participating Association will remit to the Managing Association its Prorata Share of the estimated Community Expense as reflected in the Park Budget prior to March 1st of each fiscal year. If any Participating Association fails or refuses to pay to the Managing Association any amount for which such Participating Association shall bear interest at the maximum rate permitted by law from the due date thereof until paid. Should it become necessary for the Managing Association to engage the services of an attorney in order to collect funds from a Participating Association, then the Managing Association shall be entitled to recover from the defaulting Participating Association all costs of such collection, including reasonable attorney's fees, whether collected by suit or otherwise. The Prorata Share attributable to the Association, together with any other amounts payable by the Association pursuant to this Article 4.1, shall be a Common Expense.

4.1.10. Improvements. From time to time, the Advisory Committee may consider and approve of changes and additions to the features and facilities of the Community Park, such as, but not necessarily limited to, the enhancement of existing structures or facilities or the addition of new features, facilities and structures (the "Improvements"). Improvements for any single fiscal year that do not exceed \$1,000 may be approved by the Advisory Committee and included within the Park Budget. Improvements which cost in excess of \$1,000 in any one fiscal year may be recommended by the Advisory Committee to the Participating Associations (the "Recommended Improvements"). Such Recommended Improvements shall be implemented and provided only on the following terms and conditions:

- (a) If the cost of the Recommended Improvement is greater than \$1,000, but less than \$2,500, then the Recommended Improvements shall be approved if the boards of each Participating Association consent to such Recommended Improvement by a vote of a majority of the entire board, and levy an assessment for such Participating Association's Prorata Share of the cost of such Improvements.
- (b) If the cost of the Recommended Improvement will exceed \$2,500, then, in addition to the requirements of Section 4.1.10(a), a special assessment must be approved by all Participating Associations by a vote of at least a two-thirds of the owners of each Participating Subdivision. If the special assessment to defray the cost of a Recommended Improvement costing more than \$2,500 is not approved by a two-thirds vote in every Participating Association, then the Recommended

Improvement shall not be implemented, unless approved as provided in Section 4.1.10(c).

- (c) If the cost of the Recommended improvement exceeds \$2,500, and special assessments therefor are approved as provided in Section 4.1.10(b) in a majority of the Participating Subdivisions, but not all, then thereafter, the Recommended Improvement may be implemented if the owners in a majority of Participating Associations approve, by at least a two-thirds vote in each such Participating Association, of a special assessment to defray the entire cost thereof, with no contribution to or participation therein by the Participating Association(s) which have not so approved such special assessment. Any Improvement approved pursuant to this section shall continue to require approval by a majority of the entire board of each Participating Association, and notwithstanding that a Participating Subdivision and Participating Association has not approved of the special assessment and is therefore not liable for the cost of such Improvement, the cost of operating, administering and maintaining such Improvement, once installed, shall be a Community Expense and all Participating Associations shall be responsible for their respective Prorata Share thereof, notwithstanding whether or not a Participating Association initially approved of such Improvement.

It is the intent of this provision to afford a mechanism whereby those sharing in the use rights of the Community Park may, from time to time, determine to add facilities thereto, but to assure that no Participating Subdivision will be subject to a special assessment for such Improvements unless the members of its Participating Association have approved thereof, while at the same time allowing Improvements favored by a majority of Participating Subdivisions to be added if the owners of tracts within such approving Participating Subdivisions agree to pay the Prorata Share that would otherwise have been paid by the non-approving Participating Association.

4.1.11. Amendment. Anything contained in this Declaration to the contrary notwithstanding, no amendment to the provisions of this Article 4.1 shall be effective unless and until a like amendment has been adopted for the declaration of each Participating Subdivision.

4.1.12. Status of Community Park. For the purposes of this Declaration, the Community Park shall not be deemed a Tract, shall not be subject to Assessments, nor shall its owners have any voting rights. The Community Park shall not be subject to Article 8."

3. **Amendment to Section 5.06.** Section 5.06 of the Declaration is amended to read as follows:

" **5.06. Commencement of Regular Assessments.** Regular Assessments shall commence as to each Tract effective as of the first day of January of the year next following the year during which such Tract is conveyed by Declarant to an Owner."

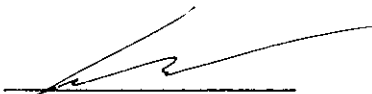
4. **Amendment to Section 5.15.** Section 5.15 of the Declaration is amended to read as follows:

" **5.15. Capital Contribution.** At the time legal title to a Tract is conveyed by Declarant to an Owner, there shall be a one time contribution in the amount of \$120.00 (the "Capital Contribution") payable to the Association by such Owner. Capital Contributions may be added to reserves, expended for regular Common Expenses or set aside for improvements, as may be determined by the Board."

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

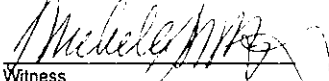
IN WITNESS WHEREOF, Declarant has caused these presents to be executed in its name by its managing general partner thereunto duly authorized as of the day and year first above written.

Signed, sealed and delivered
in the presence of:



Witness

DAVID K. DEITRICH
Print Name of Witness

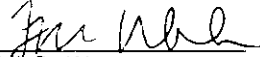


Witness

Michelle M Mroczek
Print Name of Witness

RANCH PROPERTY PARTNERS, LTD., a Florida
limited partnership

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

By: 

Frank G. Buskirk,
its President
3651 Cortez Road West
Suite 300
Bradenton, FL 34210

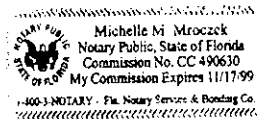
**STATE OF FLORIDA
COUNTY OF MANATEE**

The foregoing instrument was acknowledged before me this 24th day of March, 1997, by Frank A. Buskirk, as President of Ranch Property, Inc., a Florida corporation, on behalf of the corporation, as general partner of Ranch Property Partners, Ltd., a Florida limited partnership, on behalf of the partnership, () who is personally known to me or () who has produced _____ as identification.



Notary Public
My Commission Expires: _____

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



BK 1513 PG 4100 FILED AND RECORDED 03/26/97 1:53PM R of P
R.B. SHAW CLERK OF CIRCUIT COURT MANATEE COUNTY FL

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.

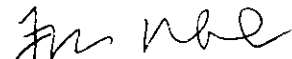
3. The name of the sole general partner of the Partnership is Ranch Property, Inc., a Florida corporation.

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.

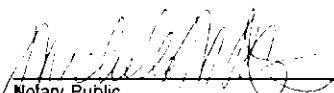
6. This Affidavit is made pursuant to Section 689.045(3), Florida Statutes.

FURTHER AFFIANT SAYETH NOT.




Frank A. Buskirk

Sworn to and subscribed before me this 24th day of March, 1997, by Frank A. Buskirk, () who is personally known to me or () who has produced _____ as identification.



Notary Public
My Commission Expires: _____

 Michelle M. Mroczek
Notary Public, State of Florida
Commission No. CC 490610
My Commission Expires 11/17/99
NOTARY - Fla. Notary Service & Bonding Co.