

Rec. # 60.00

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OFFICIAL RECORDS
BOOK 2923
PAGE 1110

DECLARATION OF
BASEMENTS, COVENANTS AND RESTRICTIONS
OF MYAKKA RIVER TRAILS

Return to: Boone, Boone & Boone, PA 056 ✓

KNOW ALL MEN BY THESE PRESENTS: that,

WHEREAS, TAYLOR RANCH, INC., a Florida corporation, hereinafter referred to as the "Developer", is the owner of the following described property situated in Sarasota County, Florida, hereinafter referred to as the "Subdivision":

See legal description attached hereto as Exhibit "A".

AND, WHEREAS, Developer is desirous of placing certain covenants and restrictions upon the use of said property and all Lots, Parcels and vacated streets, if any, contained therein for the mutual benefit and protection of the Developer and all subsequent purchasers of lots and parcels contained in the Subdivision, their heirs, successors, representatives and assigns.

NOW, THEREFORE, for good and valuable consideration, and in consideration of the premises, the Developer does hereby for itself, its successors and assigns, declare and establish the following covenants and restrictions limiting the use and occupancy of all Lots, Parcels and vacated streets, if any, comprising the Subdivision.

1. LAND AND PARTIES BOUND: These Covenants and Restrictions shall run with the lands comprising the Subdivision as defined above and shall be binding upon the heirs, executors, administrators, legal representatives, successors, and assigns of the Developer and the Owners of all Lots or Parcels contained in the Subdivision. "Owner" when used herein includes the singular and the plural, the masculine, feminine and neuter genders, whenever and wherever the context so admits and requires. "Lot" as used herein means a five (5) or more acre homesite within the Subdivision. "Parcel" as used herein means a Lot or combination of Lots or not less than one Lot together with a portion of another adjoining Lot which together form a buildable site in accordance with the requirements of Paragraph 5 entitled "Subdividing Lots and Parcels" as hereinafter set forth.

2. OWNERS' ASSOCIATION: The Developer has caused to be formed an incorporated Association consisting of the Owners of Lots and Parcels within the Subdivision. The Association is a non-profit corporation under the laws of the State of Florida and is known as Myakka River Trails Improvement Association, Inc. (the "Association"). All Owners of a Lot or Parcel within the Subdivision upon acquiring title to their respective Lot or Parcel shall become members of said Association automatically. The Association shall levy assessments for the monies necessary to carry out its duties and purposes set forth in these Restrictions, the Articles of Incorporation, and the Bylaws. The Association shall apportion assessments to the members on a pro-rata basis. If a Lot Owner fails or refuses to

pay his share of such assessment, the Association is entitled to file a lien against the Owner's Lot or Parcel. Said lien shall be filed in the public records of Sarasota County, Florida, and a copy thereof mailed to the 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 be from the time of recording. If such lien is not paid within ten (10) days after filing in the public records, the Association is entitled 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 lien, the Association is also entitled to recover all costs, including a reasonable attorneys' fee, incurred in connection with the preparation and bringing of such foreclosure action and all costs and fees shall be secured by said lien.

Upon commencing membership each member shall be entitled to all of the benefits and be obligated by all of the duties, responsibilities, and rules of the Association. In the event of joint ownership of a Parcel, each co-tenant shall be a member of the Association, but the collective ownership of each Parcel shall be limited to only one (1) collective vote per Parcel.

2 3. SINGLE FAMILY RESIDENTIAL USE ONLY: Except as otherwise provided herein, Owner shall not use any Parcel or Lot within this Subdivision for any purpose other than a single family residential dwelling. No activities shall be permitted and no conditions shall be allowed to exist which constitute a nuisance to the other Owners in the Subdivision.

4. SIZE OF BUILDABLE LOT OR PARCEL: Owner shall not construct a residence on a Parcel or Lot containing less than five (5) acres.

① 5. SUBDIVIDING LOTS AND PARCELS: After a Lot or Parcel has been sold by the Developer, it shall not at any time thereafter be divided or re-subdivided.

6. LAKES AND PONDS: Owner, after obtaining all necessary permits and approvals, may construct a lake or pond provided that all excess dirt is removed, or leveled and graded within thirty (30) days after completion of the construction of the lake or pond.

7. CONSTRUCTION EQUIPMENT: Loading or unloading of heavy equipment shall be done on Owner's property and not the common access driveways. Individual Lot Owners will be held responsible for damage to common access driveways caused by the Owner's construction activities. If an Owner causes damage to a common access driveway, the Association shall make repairs and assess the individual Lot Owner for the cost thereof.

8. EASEMENT: A perpetual, exclusive easement of the first fifty (50) feet off River Road is reserved for the use of members of the Association as a bridle path or trail. No fences may be erected on this bridle path or trail easement. The Association shall indemnify and hold each affected Lot Owner harmless for any injury, damages or liability incurred due to the use of the bridle path. An easement eight (8) feet in width along the rear Lot line, ten (10) feet along the side Lot lines, and ten (10) feet along the

front Lot line of each Lot is reserved for Developer, its successors and assigns, for the installation and maintenance of utilities and drainage facilities. Owner may fence in the easement area of individual lot lines, but may not place fill in the easement.

9. SETBACK REQUIREMENTS: Owner shall not erect or maintain any structure within two hundred fifty (250) feet of the center line of any public road, or within two hundred fifty (250) feet from front and rear lot lines, or within fifty (50) feet of any side lot line of any interior Lot line of any Parcel. The Association shall be entitled to grant exceptions and variances to these setbacks with respect to any Lot or Parcel the topography of which renders compliance with these setbacks unreasonable. Owner shall apply for an exception or variance in writing. The application must be accompanied by plans and specifications regarding the proposed structure. Any exception or variance granted shall be executed with the formalities of a deed and recorded in the public records of Sarasota County, Florida.

10. PLANS REVIEW: Owner shall not commence construction of a residence, building, or structure until plans and specifications have been submitted to and approved in writing by the Developer, its successors or assigns. If the proposed construction does not violate any of these Covenants and Restrictions, and there is no substantial reason for withholding consent, Developer shall promptly approve the plans and specifications.

11. REQUIREMENTS FOR RESIDENCES, BUILDINGS, AND STRUCTURES: All residences, buildings, and structures must conform to the

following requirements in addition to all of the provisions of these Covenants and Restrictions.

A. Single Family Residence:

(1) Size of Residence: Single level residences must have an air conditioned living area of not less than three thousand (3,000) square feet, exclusive of porches, breezeways, garages, workshops, and barns. Two-story residences must have an air conditioned living area of not less than three thousand (3,000) square feet, with a first floor level air conditioned living area of not less than two thousand two hundred (2,200) square feet, exclusive of porches, breezeways, garages, workshops, and barns.

(2) Attached Garage: Each residence must be constructed with an attached, enclosed garage for a minimum of two (2) cars.

(3) Uniform Mailboxes: All mailboxes within the subdivision must be uniform, as determined by the Association. If the Post Office will not deliver within the Subdivision, a common mail box may be placed at the entrance to the Subdivision.

(4) Driveways to be Paved: The first one hundred (100) feet of each Lot owner's driveway off the common access driveway must be paved with concrete or other hard-surfaced paving material.

B. Additional Buildings: In addition to the residence, Owner is entitled to construct attached or unattached stables, barns, garages, servants' quarters, or guest houses. However, Owner shall in no event construction more than two (2) detached buildings, in addition to the residence, on any Lot. Gazebos,

surrounds for wells and filters, and shade for animals may be constructed in addition to the two (2) detached buildings.

C. Entry Gates and Ornaments: Entry gates, and material used to construct them, must be approved in writing by the Developer, its successors or assigns. Ornaments or statues (e.g. concrete lions, horses, birds, etc.) visible to neighbors or in public view must be approved in writing by the Developer, its successor or assigns.

D. Fences: If Owner constructs a fence facing a common access driveway, Owner shall construct the fence using the following materials and dimensions. All boards and posts must be CCA treated. Posts must be spaced at eight (8) foot intervals to the center of the post, and must be forty-two (42) to fifty-four (54) inches high, four (4) by four (4) inches square. Boards must be full one (1) inch by six (6) inch rough cut. The fence must consist of three (3) boards, evenly spaced over the height of the posts. A fourth board will be allowed on the bottom if the fence height is too great for three (3) boards. All fences must be stained dark brown.

E. Building Materials: All structures must be constructed of new materials and must be stained, painted, or properly treated so as not to discolor, deteriorate, or become unsightly. All structures must harmonize with existing structures in the area. All exterior paint colors must be approved in writing by the Developer, its successors or assigns. Stables, barns, and other unattached buildings permitted under these Restrictions must be

constructed of new materials which harmonize with the single family residence.

12. TEMPORARY STRUCTURES: No existing structure may be moved onto any Lot or Parcel. No temporary dwellings, including, but not limited to, trailers, mobile homes, and storage units, may be brought or maintained upon any Lot or Parcel except contractor's trailers, with sanitary facility, to be used during the reasonable period of construction of the residence.

13. SCREENING OF VEHICLES AND OTHER OBJECTS: 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 the view of common access driveways and adjoining properties by shrubbery or natural vegetation. Owners shall not store unsightly objects of any nature unless they are screened from the view of roadway and adjoining properties. All garbage and trash containers, outside clotheslines, oil and bottled gas tanks, and other similar objects must be screened from the view of common access driveways and adjoining properties.

14. WEEDS AND UNDERBRUSH: (A) Owner shall not permit weeds, underbrush, or unsightly plants to grow or remain on the Lot or Parcel, and shall at all times keep the Lot or Parcel mowed and clear of any trash, debris, or waste which might constitute a

health hazard or which will detract from the beauty and appearance of the Subdivision or be otherwise aesthetically objectionable.

If Owner fails to keep the Lot or Parcel in good order and free from weeds, underbrush, or refuse, the Association may enter the Lot or Parcel to mow and cut the underbrush and do whatever is reasonably necessary to put said Lot or Parcel in clean and proper order and appearance after giving written notice to Owner, mailed to the Lot or Parcel address. Any such entry by the Association, its agents or contractors, shall not be deemed a trespass, and the cost therefore shall be assessed to Owner.

(B) Natural Vegetation Buffer: No removal of vegetation (except for weeds, etc. as provided in subparagraph (A) above) is permitted on the first one hundred (100) feet of front and rear Lot lines and on the first fifty (50) feet of side Lot lines. However, these restrictions shall not prohibit the removal of vegetation from the water side of any river front Lot or Parcel, provided all local, state, and federal governmental approvals are granted.

15. TREE REMOVAL: For each tree removed on a lot by any Lot Owner (other than Developer), a new tree, at least five (5) feet tall, shall be planted on the Lot. A County tree permit may be required.

16. ANIMALS: No Lot or Parcel Owner may keep more than one (1) animal per acre contained in that Owner's Lot or Parcel, including all pets, birds, etc., but not including small animals kept indoors (gerbils, fish, cats, etc.). All horses, cattle, and other animals, including dogs, cats, and other household pets,

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shall be kept on the Owner's Lot or Parcel and restrained from creating noise, odors, or other nuisances.

Owner shall not conduct or allow to be conducted on a Lot or Parcel 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.

17. FIREARMS: Owners shall not discharge, fire, shoot, or otherwise use firearms, air rifles, BB guns, or other similar devices within the Subdivision.

18. SIGNS: No signs of any type shall be displayed to the public view on any Lot or Parcel, except for the following:

A. Construction Signs: During the course of construction of improvements, the general contractor may erect a construction sign no larger than four (4) square feet containing the name of the builder, the job number, and phone number. Such signs may not be placed at the gated entrance to the Subdivision or along River Road. The construction sign must be promptly removed when the certificate of occupancy is issued.

B. For Sale Signs: Owner, or Owner's agent, may post one For Sale sign per Lot, not to exceed four (4) square feet. All For Sale signs must be posted on the Lot or Parcel, and not at the gated entrance to the Subdivision or along River Road.

19. COMMON ACCESS DRIVEWAYS: (A) The common access driveways in the Subdivision shall be the property of the individual Lot Owner(s) upon whose property it is located. There shall be perpetual easements over the common access driveways and over that

much of the Lots or Parcels between the common access driveway and adjacent Lots or Parcels for the purpose of ingress and egress to the various Lots in the Subdivision. The Association shall indemnify and hold each affected Lot Owner harmless for any injury, damages or liability incurred due to the use of the common access driveways. The maintenance of the common access driveways and mowing of the right-of-way shall be done by the Association. The Association shall assess each Lot Owner a pro-rata share of the maintenance costs.

(B) All culvert pipes placed by Owners on a Lot or Parcel at the intersection of Owner's driveway with the common access driveway must be uniform in size, eighteen inches in diameter, with ends mitered at 45 degrees (45°) with concrete.

20. UTILITY LINES TO BE UNDERGROUND: All lines to individual households and any improvements constructed on any Lot or Parcel for transmission of electric power, telephone, cable television and other utilities shall be placed underground.

21. DEVELOPMENT AND ENVIRONMENTAL RESTRICTIONS: All property contained within the Subdivision is subject to substantial land development and environmental restrictions. It is the responsibility of the Owner to ascertain from the federal, state and local governmental agencies the ability to execute any particular land alteration or building plans.

22. NO CHANGE IN ZONING ALLOWED: No change from the present zoning for any Lot or Parcel in the Subdivision shall be

permitted. No business of any kind shall be operated on any part of a Lot or Parcel or any other part of the Subdivision.

23. AMENDMENTS TO COVENANTS AND RESTRICTIONS: These Covenants and Restrictions may be modified at any time by the Board of Directors of the Association.

24. REMEDIES FOR BREACH: (A) In the event of a breach of the Covenants or Restrictions contained herein, the Developer, the Association, or any Owner is entitled to take action or prosecute any proceedings provided for by law, and is entitled to recover court costs and a reasonable attorneys' fee against the party breaching these Covenants and Restrictions.

(B) Any violation, or alleged violation, of a county ordinance by an Owner shall first be brought to the attention of the Board of Directors of the Association, who shall promptly contact the Owner and attempt to correct the violation or alleged violation. If the problem cannot be resolved within five (5) days from the Board's contact with the violating Owner, then the Board of Directors or any other Owner may contact Sarasota County for appropriate code enforcement.

25. DEED AND CONTRACT TO INCLUDE REFERENCE: All deeds and contracts pertaining to the sale, transfer, lease, encumbrance or other disposition of a Lot or Parcel in the Subdivision must specifically contain a reference to the same being subject to these Covenants and Restrictions.

IN WITNESS WHEREOF, the Developer, TAYLOR RANCH, INC., a Florida corporation, has executed these Covenants and Restrictions this 20th day of December, 1996.

Witnesses:

TAYLOR RANCH, INC.

Sign [Signature]
Print STEPHEN K. BOONE

By [Signature]
Print J. David Taylor
Its Vice President

Sign [Signature]
Print RITA A. DAY

(CORPORATE SEAL)



STATE OF FLORIDA
COUNTY OF SARASOTA

I HEREBY CERTIFY that the foregoing instrument was acknowledged before me this 20th day of December, 1996, by J. David Taylor as Vice President of TAYLOR RANCH, INC., a Florida corporation, who is personally known to me.

NOTARY PUBLIC

Sign [Signature]
Print STEPHEN K. BOONE

(SEAL)

My Commission Expires:



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SARASOTA COUNTY, FL