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**Restatement of Amended  
Declaration of Covenants,  
Conditions and Restrictions  
of Saddle Creek**

Restated and Amended June 2010

**Saddle Creek Owners Association, Inc.**  
P.O. Box 20668  
Sarasota, Florida 34276

**WHEREAS, SADDLE VALLEY RANCHES, INC.**, a corporation organized under the laws of the State of Florida, hereinafter referred to as "Declarant," was formerly the fee simple owner and developer of certain real property located in Sarasota County, Florida, more particularly described hereinbelow, said property having been developed in several subdivisions and known in its entirety as SADDLE CREEK, hereinafter referred to as "Subdivision"; and

**WHEREAS,** on August 13, 1979, Declarant expressed its desire to establish covenants, conditions, restrictions and easements covering the development, improvement, usage and maintenance of the property contained in the Subdivision; to declare that said property shall be held, used and enjoyed subject thereto, and with the benefit and advantage thereof; to bind the owners of property in the Subdivision and their heirs, successors and assigns thereby; and to enhance and protect the value, attractiveness and desirability of the Subdivision in accordance with a common plan for all lands within the Subdivision; by executing that certain Declaration of Covenants, Conditions and Restrictions of Saddle Creek, which was recorded on August 29, 1979 in Official Records Book 1325, Page 1167, et seq., of the Public Records of Sarasota County, Florida, hereinafter referred to as "Declaration"; and

**WHEREAS,** Declarant subsequently executed that certain Declaration of Covenants, Conditions and Restrictions of Saddle Creek, Unit 2, recorded on October 16, 1980 in Official Records Book 1399, Page 1261, et seq., and that certain Declaration of Covenants, Conditions and Restrictions of Saddle Creek, Unit 3, recorded on March 23, 1982 in Official Records Book 1500, Page 1265, et seq.; and

**WHEREAS, SADDLE CREEK OWNERS**

**ASSOCIATION, INC.**, a not-for-profit corporation, was organized by the Declarant under the laws of the State of Florida for the primary purposes of enforcing the Declaration, of improving and maintaining the private roads, saddle trails, drainage easements and such other portions of the Subdivision which are available for the use and enjoyment of all lot owners within the Subdivision, and of providing such other community services as may be beneficial to its members, hereinafter referred to as "Association"; and

**WHEREAS, SADDLE CREEK OWNERS ASSOCIATION, INC.**, a Florida not-for-profit corporation, being the successor to the Declarant, subsequently executed that certain First Amendment to the Declaration of Covenants, Conditions and Restrictions of Saddle Creek, dated June 9, 1982, recorded in Official Records Book 1517, Page 53, et seq., and that certain Second Amendment to the Declaration of Covenants, Conditions and Restrictions of Saddle Creek, dated December 29, 1983, recorded in Official Records Book 1654, Page 1612, et seq., and that certain Third Amendment to the Declaration of Covenants, Conditions and Restrictions of Saddle Creek, dated June 30, 1987, recorded in Official Records Book 1960, Page 980, et seq., and that certain Fourth Amendment to the Declaration of Covenants, Conditions and Restrictions of Saddle Creek, dated April 3, 1989, recorded in Official Records Book 2112, Page 1680, et seq., and that certain Fifth Amendment to the Declaration of Covenants, Conditions and Restrictions of Saddle Creek, dated July 9, 1992, recorded in Official Records Book 2417, Page 2454, et seq., and that certain Sixth Amendment to the Declaration of Covenants, Conditions and Restrictions of Saddle Creek, dated October 7, 1993, recorded in Official Records Book 2566, Page 245, et seq., all of the Public Records of Sarasota County, Florida; and

**WHEREAS,** Association executed on May 5, 2008 that certain Notice of Preservation of Declaration of Covenants, Conditions and Restrictions of Saddle Creek Under Marketable Record Title Act, recorded on May 8, 2008 as Official Records Instrument No. 2008063383, of the Public Records of Sarasota County, Florida; and

**WHEREAS,** Association adopted that certain Amended and Restated Declaration of Covenants, Conditions and Restrictions of Saddle Creek on June 14, 2010, pursuant to which the aforesaid Declaration, as previously amended, was further amended and completely restated in its entirety, and the Association authorized the recording of this Restatement of Amended Declaration of Covenants, Conditions and Restrictions (hereinafter "Restatement") in the Public Records of Sarasota County, Florida;

**NOW, THEREFORE,** the real property described herein shall be held, sold and conveyed subject to the following covenants, conditions, restrictions and easements, which shall constitute covenants running with the land, and shall be binding upon the Association, the owners and all other parties having any right, title or interest in the hereinafter described property or any part thereof, their heirs, successors and assigns, and shall inure to the benefit of each owner thereof, to wit:

## DEFINITIONS

The following words, when used in this Declaration (unless the context shall prohibit such construction) shall have the following meanings:

1. "Declarant" shall mean and refer to SADDLE VALLEY RANCHES, INC., its successors or assigns.
2. "Declaration" shall mean this Declaration of Covenants, Conditions and

Restrictions, which is the same Declaration of Covenants, Conditions and Restrictions referred to in the Articles of Incorporation and Bylaws of the Saddle Creek Owners Association, Inc., a Florida not for profit corporation.

3. "Saddle Creek" shall mean and refer to all of the property commonly known and referred to by such name as more particularly described in Article II hereinbelow, which property was previously submitted by Declarant to the terms and conditions hereof.

4. "Property" shall mean and refer to any lot located in Saddle Creek Unit No. 1, Saddle Creek Unit No. 2, or Saddle Creek Unit No. 3, as more particularly described in Article II hereinbelow, including all improvements located thereon.

5. "Lot" shall mean and refer to any numbered lot as reflected on the plat of Saddle Creek Unit No. 1, Saddle Creek Unit No. 2, or Saddle Creek Unit No. 3, as more particularly described in Article II hereinbelow, including all improvements located thereon.

6. "Owner" shall mean and refer to the record owner, whether one or more persons, corporations, or other legal entities of the fee simple title to property in Saddle Creek.

7. "Association" shall mean and refer to Saddle Creek Owners Association, Inc., a Florida not-for-profit corporation, which corporation has been formed for the primary purposes of enforcing these Covenants, Conditions and Restrictions, improving and maintaining roads and saddle trails within the Saddle Creek subdivisions(s), and of providing such other community services as may be beneficial to its members.

8. "Private Roads" shall mean and refer to all roads which are common to Saddle Creek as a whole and which are available for the common use of all owners in



Saddle Creek, which roads are to be maintained by the Association.

## II PROPERTY SUBJECT TO THIS DECLARATION

The real property which was previously submitted by the Declarant to be held, transferred, sold, conveyed and occupied subject to this Declaration is located in Sarasota County, Florida, and is more particularly described as follows:

Saddle Creek, Unit No. 1, as per plat thereof recorded in Plat Book 26, Pages 27, 27A, 27B and 27C, Public Records of Sarasota County, Florida;

Saddle Creek, Unit No. 2, as per plat thereof recorded in Plat Book 27, Pages 11 and 11A, Public Records of Sarasota County, Florida; and

Saddle Creek, Unit No. 3, as per plat thereof recorded in Plat Book 28, Pages 30 and 30A through 30D, inclusive, Public Records of Sarasota County, Florida;

hereinafter referred to collectively as "Saddle Creek".

## III REQUIRED MEMBERSHIP IN SADDLE CREEK OWNERS ASSOCIATION, INC.

Saddle Creek is a subdivision consisting of single family residential lots at least five acres in area, private roads and saddle trails. In order to establish, protect and preserve the quality of Saddle Creek, all property owners in Saddle Creek are required to be members of the Association and to maintain such membership in good standing. Furthermore, membership of each and every property owner in Saddle Creek in the Association is hereby stated and recognized to be a necessary and essential part of the orderly development of Saddle Creek as a residential subdivision. Membership in the Association shall

be an appurtenance to and may not be separated from ownership of the lot. All members of the Association shall be bound by the Articles of Incorporation and Bylaws of the Association and this Declaration of Covenants, Conditions and Restrictions.

## IV MAINTENANCE COVENANTS AND ASSESSMENTS

The Association shall be responsible for enforcing this Declaration of Covenants, Conditions and Restrictions and shall be responsible for maintaining the private roads, saddle trails, drainage easements and such other portions of the herein described property which are available for the use and enjoyment of all lot owners. The Association shall have the power and duty to assess each property owner equally, for his share of the expenses necessary to carry out the responsibilities and duties of the Association, and for such expenses as may reasonably be incurred by the Association in promoting the health, safety, welfare and recreational interests of the residents of the subdivision.

Declarant hereby covenants for each lot within the subdivision, and each owner of a lot is hereby deemed to covenant by acceptance of his deed for such lot, whether or not it shall be so expressed in his deed, to pay to the Association (1) annual assessments for membership in the Association and (2) special assessments as may be required to the Association to enforce this Declaration of Covenants, Conditions and Restrictions. The amount of said annual and special assessments shall be established as set forth in the Bylaws. The annual and special assessments, together with interest at ten percent (10%) per annum on unpaid assessments, costs of collection, and reasonable attorneys' fees incurred by the Association in the collection of assessments, shall be a charge on the land

and a continuing lien on each lot against which such an assessment is made. Liens for unpaid annual and special assessments may be enforced by the Association by foreclosure suit in the same manner as may be permitted by law. In the event the Association shall institute suit to foreclose such lien, it shall be entitled to recover from the owner of such property the aforesaid delinquency charge and all costs, including reasonable attorneys' fees, incurred in preparation for and in bringing such proceedings, and all such costs, interests and fees shall be secured by said lien.

## V ARCHITECTURAL CONTROL AND BUILDING RESTRICTIONS

Any improvement of any lot in the subdivision shall be subject to the following restrictions:

1. No parcel of land shall be used for any purpose other than single family use, 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 the plans and specifications therefor shall have been submitted to the Saddle Creek Owners Association, Inc., a Florida not-for-profit corporation, 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. The Association, or an architectural committee composed of three (3) or more representatives appointed by the Association's Board of Directors shall approve the plan and specifications and shall consider the nature, kind, shape, color, height, materials, and location of the proposed structure in relation to good architectural design and aesthetic consideration and shall insure that the proposed structure harmonizes with existing structures.
3. Single level residences shall have an air conditioned living area of not less than eighteen hundred (1,800) square feet, exclusive of porches, breezeways, carports or garages, workshops and barns. Two story residences shall have a first floor level air conditioned living area of not less than sixteen hundred (1,600) square feet, exclusive of porches, breezeways, carports, garages, workshops and barns. In addition to the residence, attached or unattached stables, 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 the residence) constructed on any lot.
4. Each dwelling shall be constructed with an attached enclosed garage for a minimum of two cars.
5. All owners of parcels of land fronting on any paved road or street may construct fences on that part of their parcel of land fronting on the paved road or street. The fences shall be of wood material and may not be erected until the plans therefore have been submitted to the Saddle Creek Owners Association, Inc., its successors or assigns, for approval and approval has been given in writing. All fences now in existence or hereafter erected shall be kept in good and proper repair and maintenance and those painted or stained shall be kept properly painted or stained at all times by the owners thereof.
6. 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.

7. No structure shall be moved onto any parcel of land other than prefabricated homes which meet with the building code requirements of the Building Department of Sarasota County, Florida, and only after compliance with all other restrictions provided for herein. 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 without prior written approval from declarant, their successors or assigns, and in no event shall any person be allowed to occupy any such trailer overnight.

8. No detached building of any kind shall be constructed prior to construction of the primary residence, unless constructed simultaneously.

#### VI

#### USE RESTRICTIONS

Each lot in the subdivision shall be subject to the following use restrictions:

1. All dwelling houses shall be used for residential purposes only; however, Saddle Creek Owners Association, Inc., its successors or assigns, has the exclusive right to authorize, in writing, professional persons to have and maintain professional offices in their respective residences.

2. No activities shall be permitted and no conditions shall be created or 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 health or fire hazard or

which will detract from the beauty and appearance of the area or be otherwise aesthetically objectionable.

In the event any of the owners of any parcels shall fail or refuse to keep the premises in good order and free and clear of weeds, underbrush or refuse, the Saddle Creek Owners Association, Inc., may, after giving reasonable notice to the owner, mailed to the address of the property, enter upon said property, mow and cut the weeds or underbrush thereon, remove the refuse, and do whatever is reasonably necessary to put said parcel in clean and proper order and appearance. Any such re-entry on the parcel by Saddle Creek Owners Association, Inc., its agents or contractors for the purpose provided for herein, shall not be deemed a trespass. The Association shall make a reasonable charge to the owner for said service. Said charge shall constitute a lien against the property, which lien may be foreclosed without notice in accordance with the provisions of the law providing for mortgage foreclosures. In the event foreclosure proceedings are filed, the Association shall be entitled to recover as part of the judgment reasonable attorneys' fees and court costs required thereby.

3. No advertising sign of any character shall be displayed or placed upon any of the property covered hereby except for one "For Rent" or "For Sale" sign, not to exceed four (4) square feet in surface area.

4. Lakes or ponds may be constructed, provided however, that all excavated fill dirt shall remain on the property and shall be leveled within 90 days after completion of the construction of the lake or pond. No fill dirt so excavated from the property shall be removed without the prior written consent of Saddle Creek Owners Association, Inc.

5. All horses, cattle, and other animals, exclusive of dogs, cats and other household pets, shall, be corralled 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 for commercial purposes.

6. Commercial and recreational vehicles, including but not limited to campers, motor homes, trailers, off the road vehicles, inoperable vehicles, dump trucks, draglines, dune buggies 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 or adjoining properties by shrubbery or national vegetation. No unsightly objects of any nature shall be stored on the lots unless said objects are completely screened from view from roadways or adjoining properties.

7. No lot in the subdivision may be resubdivided so as to result in any remaining lot being less than 5.0 acres in area. In the event of resubdivision, the owner of the newly created lot, his successors and assigns, shall be bound by all the terms and conditions of this Declaration.

8. All garbage or trash containers, oil tanks, and bottled gas tanks on all lots must be underground or placed in walled areas so they will not be visible from the adjoining properties.

9. No unlawful, improper or immoral use shall be made of any lot.

10. 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.

11. Owners shall be responsible for maintaining all portions of their lots, in accordance with subparagraph 2 of these restrictions up to the paved surface of the private roadways.

12. No motorized vehicles shall be operated within the subdivision except on the paved surfaces of the private roadways.

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

14. No property owner shall take any action which would in any way adversely affect the plan of drainage for the subdivision, and all property owners shall be responsible for the proper maintenance and repair of any existing drainage system or any drainage system hereafter installed on the owner's lot.

15. No aircraft of any kind, fixed-wing, rotary or other, may be operated within the limits of the subdivision, other than for emergency medical evacuation purposes or insect control. No aircraft base of operations or landing facilities, temporary or permanent, may be established, constructed, developed or in any way facilitated within the subdivision.

#### VII

#### EASEMENTS AND SETBACKS

Lots in the subdivision shall be subject to all easements and setbacks shown on the plat of the subdivision and any portions thereof, including but not limited to easements for private roads, saddle trails, drainage and utilities. In addition, all lots will be subject to the following easements and setbacks:

1. There is expressly reserved for the benefit of all owners and residents of Saddle Creek, their agents, guests and invitees, and Saddle Creek Owners Association, Inc., its successors and assigns, non-exclusive easements of way over all private roads designated on the respective plats of the units of Saddle Creek for the purpose of providing access



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to other areas of Saddle Creek and to all lands lying north of State Road No. 72, and east of Cowpen Slough.

2. All saddle trail easements as shown on the plats of Saddle Creek are reserved exclusively for equestrian and pedestrian purposes, specifically excluding motorized vehicles, for the use of residents and their guests.

3. No structure shall be erected or maintained within two hundred (200) feet of the centerline of any road or within fifty (50) feet of any interior lot line of any parcel; provided however, the Saddle Creek Owners Association, Inc., 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.

4. An easement eight (8) feet in width along the rear and five (5) feet along the side property lines of each parcel is reserved for Saddle Valley Ranches, Inc., 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 by the owner except for those improvements installed and maintained for utilities and drainage facilities.

5. No structures shall be erected on, over or under the easement held by Sarasota County, known as Cowpen Slough.

## VIII GENERAL PROVISIONS

1. Remedies for Violation: In the event of a breach of any of the covenants, conditions or restrictions contained herein, Saddle Creek Owners Association, Inc., or any person or persons owning real property subject to this Declaration 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 reasonable attorneys' fees against the party breaching the covenants or restrictions.

2. Term of Restrictions: These covenants and restrictions may be revoked or amended at any time by Saddle Creek Owners Association, Inc. upon the affirmative vote of 51% or more of the votes entitled to be cast by the membership in accordance with the provisions of the Association's Articles of Incorporation and Bylaws and the recording of a Certificate of amendment executed by the President and Secretary of the Association with the formalities of a deed and recorded in the Public Records of Sarasota County, Florida.

3. Invalidation: Invalidation of any one or more of these covenants and restrictions by judgment or court order shall in no way affect any of the other provisions which shall remain in full force and effect.