

**DECLARATION
OF
COVENANTS, EASEMENTS AND RESTRICTIONS
FOR
WINDING CREEK SUBDIVISION**

This Declaration is made as of the 23rd day of July, 2002, by SYED ARIF (the "Declarant").

WITNESSETH

WHEREAS, Declarant owns certain real property in Manatee County, Florida, on which it intends to establish a residential community to be known and identified as WINDING CREEK SUBDIVISION (the "Subdivision"); and

WHEREAS, Declarant anticipates that it will develop the Subdivision in phases, and that upon completion the Subdivision will contain between 190 and 240 Lots, approximately; and

WHEREAS, Declarant owns the property in Manatee County, Florida, described on Exhibit A, attached hereto and made a part hereof (the "Initial Property"), which is hereby submitted to the terms of this Declaration as the Phase 1 of the Subdivision;

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS, that Declarant hereby declares that the Initial Property, and additions thereto made pursuant to Article 2, is and shall be held, transferred, sold, conveyed, leased, occupied and used subject to the covenants, restrictions, conditions, easements, limitations, terms, obligations, charges and liens hereinafter set forth.

ARTICLE 8

RESTRICTIONS

The following restrictions, conditions and agreements are hereby imposed upon the Subdivision and shall apply to all Owners and their tenants and their respective guests, families, invitees, agents, employees, contractors, licensees and all other persons occupying such Lots or in actual or constructive possession or control thereof.

8.17 Construction of Fire Ponds. Each lot or tract of the Property shall have a pond constructed on the Lot ("Pond"). The Pond and related equipment shall be constructed prior to the commencement of construction of any structure or building by and at the expense of the owner. The Pond and related equipment may be accessed and water used for fire control purposes at any time and by any fire control personnel or other government personnel and the dry **hydrant** basket must be at a depth of 12 feet and the **hydrant located within 800 feet of the home**. The Pond shall be constructed to have an area of least one-quarter acre or larger and at a minimum depth of 15 feet. The owner shall maintain the Pond and related equipment in good condition at all times and the association shall have the same rights as in Article 4 above should the owner fail to maintain said Pond or related equipment.

NOTICE TO BUYERS

EXHIBIT "G"

To the purchasers of lots in WINDING CREEK SUBDIVISION, Manatee County, Florida.

You are hereby notified that the purchase of your Lot is subject to:

16. EACH LOT OR TRACT OF THE PROPERTY SHALL HAVE A POND CONSTRUCTED ON THE LOT ("POND"). THE POND AND RELATED EQUIPMENT SHALL BE CONSTRUCTED PRIOR TO THE COMMENCEMENT OF CONSTRUCTION OF ANY STRUCTURE OR BUILDING BY AND AT THE EXPENSE OF THE OWNER. THE POND AND RELATED EQUIPMENT MAY BE ACCESSED AND WATER USED FOR FIRE CONTROL PURPOSES AT ANY TIME AND BY ANY FIRE CONTROL PERSONNEL OR OTHER GOVERNMENT PERSONNEL AND THE DRY **HYDRANT** BASKET MUST BE AT A DEPTH OF 12 FEET AND THE **HYDRANT LOCATED WITHIN 800 FEET OF THE HOME**. THE POND SHALL BE CONSTRUCTED TO HAVE AN AREA OF LEAST ONE-QUARTER ACRE OR LARGER AND AT A MINIMUM DEPTH OF 15 FEET. THE OWNER SHALL MAINTAIN THE POND AND RELATED EQUIPMENT IN GOOD CONDITION AT ALL TIMES AND THE ASSOCIATION SHALL HAVE THE SAME RIGHTS AS IN ARTICLE 8.17 OF THE DECLARATION ABOVE SHOULD THE OWNER FAIL TO MAINTAIN SAID POND OR RELATED EQUIPMENT.

**DECLARATION
OF
COVENANTS, EASEMENTS AND RESTRICTIONS
FOR
WINDING CREEK SUBDIVISION**

This Second Amendment to the Declaration of Covenants, Easements and Restrictions for Winding Creek Subdivision (Second Amendment) is made this 5th day of November, 2003, by SYED ARIF (the "Declarant").

WITNESSETH

WHEREAS, Declarant owns certain real property in Manatee County, Florida, on which there has been established a residential community known as WINDING CREEK SUBDIVISION (the "Subdivision") which said roads are platted in Plat Book 39 Page 187 and for which there is a Declaration of Covenants, Easements, and Restrictions for the Winding Creek Subdivision recorded in Official Record Book 1760, Page 576, and amended in Official Record Book 1806, Page 4624, all of the Public Records of Manatee County, Florida ("Declaration") which shall be modified by this Second Amendment; and

WHEREAS, Declarant is creating and developing the roadway and infrastructure for Phase II Subphase A of the Property of which the Declaration already applies and encumber; and

WHEREAS, Declarant desires to modify the Declaration as set forth herein;

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, the Declarant hereby modifies the Declaration as set forth herein:

1. The above recitals are true and correct and are incorporated herein and Declarant hereby submits the roadways to Phase II Subphase A of the Property which is already subject to this Declaration but not yet platted. Said roadways for Phase II Subphase A are legally described in Exhibit "A" and said Phase II roadways shall soon be platted.

2. The Declarant, in accordance with the provisions of the Declaration, shall amend and modify the Declaration as follows:

G. Article 8. Restrictions 8.17 Construction of Fire Ponds. Declarant hereby adds the following provision to the end of said paragraph.

"The specifications of any and all **hydrants** shall be governed with local and/or state governmental authorities and the **hydrant** for each owner must be inspected and approved by the local county or fire authorities prior to the issuance of any building permits. The **hydrants must be located no nearer than 200 feet and no farther than 800 feet from the residence on the pond and located nearest the drive to the residence.**"

FIRST AMENDMENT

NOTICE TO BUYERS

EXHIBIT "E"

THIS FIRST AMENDMENT TO NOTICE TO BUYERS for Winding Creek Subdivision is made this 5th day of November, 2003, by SYED ARIF (the "Developer").

WITNESSETH

WHEREAS, Developer owns certain real property in Manatee County, Florida, on which there has been established a residential community known as WINDING CREEK SUBDIVISION (the "Subdivision") and for which there is a Notice to Buyers for the Winding Creek Subdivision recorded in Official Record Book 1760, Page 644, of the Public Records of Manatee County, Florida ("Notice") which shall be modified by this Amended Notice to Buyers; and

WHEREAS, Developer desires to amend the Notice as set forth herein;

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00) and other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, the Developer hereby modifies the Notice as set forth herein:

1. The above recitals are true and correct and are incorporated herein.

2. The Developer, in accordance with the provisions of Notice, shall amend and modify the Notice as follows:

G. Item 21. Developer hereby adds the following provision as Item 21:

21. The specifications of any and all **hydrants** shall be governed with local and/or state governmental authorities and the **hydrant** for each owner must be inspected and approved by the local county or fire authorities prior to the issuance of any building permits. The **hydrants** **must be located no nearer than 200 feet and no farther than 800 feet from the residence on the pond and located nearest the drive to the residence.**

ARTICLE 4

COMMON PROPERTY

4.01 General Description of Common Property. The Common Property will include such real property and interests therein, with any improvements thereto, including easements, rights of way, licenses, use rights and servitudes, and items of tangible personal property, (a) that are now or may hereinafter be specifically set aside, designated, reserved, granted, assigned, transferred or deeded to the Association, or (b) that some use thereof or right therein is made available to the Association and/or its Members, or (c) that is otherwise established and designated as Common Property by Declarant, or by other with the written consent of Declarant prior to the Completion Date, and with the written consent of the Association thereafter. Common Property may also be acquired by the Association after the Completion Date. Common Property shall include, but is not necessarily limited to, those ownership and other interests, improvements, systems, facilities, items and other things described as Common Property in this Declaration or any Supplemental Declaration or amendment hereto, or so designated on the Plat or in any instrument establishing, transferring or creating such interest or right.

4.02 Development, Identification and Addition of Common Property. Initial Common Property located within, or associated with, the Initial Property is described in this Declaration as originally recorded. Additional Common Property, or extensions to or enlargements of existing Common Property, will be located within, or be associated with, future phases of the Subdivision. Such additions to the common Property will be described in Supplemental Declarations adding future phases, Common Property or both, on the Plat as it may reflect the future phases, or in amendments to the Declaration.

4.03 Uses and Purposes of Common Property. It is anticipated that the Subdivision may contain Common Property committed to the following uses and purposes. This listing shall in no event preclude Common Property the use or purpose of which is other than listed herein, nor shall it limit the rights of Declarant otherwise set out in this Declaration.

(a) Buffer Areas:

i. **Wetland Areas.** Certain areas of the Subdivision have been or may be identified as jurisdictional wetlands which, together with the required 75 foot buffer associated therewith (collectively a "Wetland Area"). Wetland Areas are buffers and must be preserved as such in accordance with the Governmental Approvals and other applicable laws, rules and regulations, and the terms of this Declaration. Prior to obtaining a permit, each Owner shall survey delineate all Wetland Areas and, established as an Conservation Easement in favor of Manatee County as set forth in Exhibit "D". Wetland Areas shall be maintained largely in their natural state, and shall provide a buffer and may not be developed except as may be expressly permitted by all regulated agencies and each Owner is restricted in their use of the Wetland Areas as set forth in Item 1 in Paragraph 8.11.

The operation and maintenance entity shall submit inspection reports in the form required by the District, in accordance with the following schedule.

For systems utilizing retention or wet detention, the inspections shall be performed two (2) years after operation is authorized and every two (2) years thereafter.

(b) Retention Areas. Some Common Property lands and areas may contain detention or retention areas (the "Retention Areas"). Retention areas may include "Stormwater Retention Easements" over designated Lots as reflected on the Plat.

The Retention Areas shall typically contain detention or retention areas that form a part of the Surface Water Management System, and shall be preserved and maintained for such purpose in accordance with the Governmental approvals. Developer may, by written specification filed with the Association and, if allowed, designate certain Retention Areas as a "Recreational Lake," in which event in addition to its other purposes, such lake may be used for limited recreational purposes only by the Owners of the Lots adjacent to such Lake Area, or their tenants and their respective guests. All such use shall be subject to the restrictions and limitations contained in this Declaration.

(c) **Surface Water Management System.** Those Common Property areas consisting of elements of the Surface Water Management system, together with any part of such system that may be located upon or within any Lot, within a public right of way or upon any Commercial Property.

(d) **Upland Preservation Areas.** Those Common Property areas of the subdivision that are open, generally unimproved, and not committed to another Common Property use or purpose shall be called Upland Preservation Areas and shall be shown on the Plat.. The Upland Preservation Areas shall be left substantially in their natural state and be available for passive use such as walking and hiking, and serve as a visual amenity for the Subdivision. The Declarant shall, by Plat establish an easement to Manatee County for upland preservation.

(e) **Landscape Entry.** Those Common Property areas adjacent to a major entrance to the Preserve, which may contain entry signage, lighting, landscaping, entry walls or other architectural features, electrical and other utility installations and facilities, irrigation systems, and any amenity lake (the "Landscape Entry").

(f) **Roads and Easements.** (i) Roads and any other easements or other use rights granted to the Association, whether designated on the Plat or not. The roads are private roads as defined by the Manatee County regulations. (ii) There is hereby established and reserved in favor of the association and utility companies a 20' easement for utilities and related access within each lot and located along the front of each lot and adjacent to all roadways. (iii) There is hereby established as 7.5' drainage easements on all side lot lines of lots where drainage outfill structure exists. The easement shall be in favor of the Association, the Association shall have the right of access and maintenance to the drainage facilities on the easement. Any owner subject to this easement shall not modify, alter, or destroy the drainage facility and should not block or alter any drainage of said facility in any manner; and (iv) All easements set forth herein shall run with the land and be subject to the Association right of entry to inspection, maintain and repair.

4.04 Members' Easement of Enjoyment. Every Member shall have a nonexclusive easement for the use and enjoyment of the Common Property for its intended purposes. Said easement is appurtenant to, and passes with such Member's Lot. Any Owner may delegate his right of use of the Common Property to the members of his family, tenants or social guests, subject to this Declaration. No Owner may exempt himself from personal liability for Assessments nor release the Lot owned by him from the liens and charges for such Assessments by waiver of the use and enjoyment of the Common Property, or the non-use thereof, or by abandonment of his Lot. The rights and easements governing the use of the common Property adopted by the Board pursuant hereto, reasonable rules and regulations adopted by the association(s) authorized to do so, the terms of this Declaration, the Governmental Approvals and the rights of County.

4.05 Title to Common Property. Declarant agrees that it will transfer the Common Property to the Association no later than ninety (90) days after the Turnover Date, such transfer to be free and clear of all liens and encumbrances, except ad valorem taxes for the year in which the transfer takes place, the

provisions of this Declaration, any Shared Rights therein, and easements, other rights and reservations of records, one of which shall unreasonably interfere with the use of the common Property for its intended purpose. Any conveyance shall be by fee simple deed, and the Association agrees to accept such deed. Declarant shall not be obligated to provide any title insurance or a survey of the common Property. Prior to such transfer, Declarant may retain ownership of any and all parts of the common Property, subject to the Members' easement of enjoyment, and may encumber all or any part thereof by such mortgages as Declarant may determine. Notwithstanding retained ownership by Declarant, the Association shall be required to carry out its maintenance and other responsibilities with respect to such parts of the common Property as have been made available for the use of the Members.