Declaration of Covenants and Restrictions

Blue Jordan Forest — Polk County -Florida

KNOW ALL PERSONS BY THESE PRESENTS, that the undersigned being all of the owners of record of the tracts or lots of BLUE JORDAN FOREST a recorded subdivision located in Sections 30 and 31, Township 31 South, Range 29 East, in Polk County, Florida, plats thereof being recorded in Plat Book 81, pages 38 thru 41, on date of recording of this document, makes the following Declaration of Covenants and Restrictions covering the above described real property, specifying that this declaration shall constitute a covenant running with the land and that this declaration shall be binding upon the undersigned and upon all persons deraigning title through the undersigned. These covenants and restrictions, during their lifetime, shall be for the benefit of and limitation upon all present and future owners of the real property.

The lands located in Blue Jordan Forest are zoned Rural Conservation —2 (RC-2), under the provisions of Polk County Zoning Ordinance 83-2. The subdivision was created under the provisions of Polk County Ordinance 79-39 (Polk County Subdivision Regulations) as amended by Ordinance 84-4 and variances thereto granted by Board of County Commissioners on May 7, 1985 and August 27, 1985.

A. Blue Jordan Forest Owners Association, Inc.:

1. SADDLEBAG LAKE RESORTS, INC. has caused to be organized under the laws of the State of Florida, a property owners’ association known as Blue Jordan Forest Owners Association, Inc., hereinafter referred to as the Association. The owners on the date of recording these Covenants and Restrictions, their successors and assigns hereby covenant with Blue Jordan Forest Owners Association, Inc. that:

(a) Every owner of tracts of land located in Blue Jordan Forest shall be member of the Association.

(b) The Association shall have legal access to and is responsible for regulating and maintaining the common areas such as roads, drainage, facilities, preservation areas, wetlands, security facilities and recreational areas.

(c) Subject to local governmental regulation the Association shall regulate garbage and trash collection and other services that may be provided or offered to the owners by other parties.

(d) All tracts of land, except that which may be owned by the Association, designated as common areas, and that particular parcel designated on the plat of Blue Jordan Forest as “water conservation areas” are subject to an annual assessment by the Association for maintaining, operating and/or making improvements to the various facilities and common areas, or construction of new facilities in accordance with the By-Laws and rules and regulations of the Association. Said assessment may be made payable on a monthly or quarterly basis, as determined by the Board of Directors of the Association. If the assessment is not paid when due the Association shall have a right to file a lien, for the amount due, upon the owner’s tract or tracts of land within the subdivision.

(e) The Association, may through its Board of Directors and elected officers, adopt rules, regulations and procedures for the enforcement of these Covenants and Restrictions and my initiate action in the courts of the State of Florida against owners violating said Covenants and Restrictions and any amendments thereto. Also, any owner of any of the land subject hereto may enforce Covenants and Restrictions against other owners.

2. County Services:

The owners on the date of recording of this document and the plat referred to herein above and any future owners of any parcel of land in Blue Jordan Forest, their respective legal representatives, heirs, successors, and assigns hereby covenant with the governing authorities of Polk County, Florida that:

(a) The roads shown on the plat of Blue Jordan Forest are private roads and are constructed on private easements, not public rights-of-way and that the construction of same does not necessarily meet county standard subdivision regulations (Ordinance 79-39), as amended (Ordinance 84-4) by reason of variances granted or which may be granted. The county has no responsibility for maintaining the roads or rights-of-way thereof or any other facilities including waterways and drainage ditches in Blue Jordan Forest.

(b) That no parcel of less than 2 acres, resulting from any division of a platted lot or tract will qualify for a building permit.

(c) Although ad valorem taxes, and other taxes and assessments are made by the various governmental agencies of Polk County for drainage, road construction and maintenance, fire protection, school bus operations and other county-wide services, the said governmental agencies have no specific obligation to provide such services to the owners of property located in Blue Jordan Forest.

3. South Florida Water Management District:

The owners on the date of recording of this document and the plat referred to herein above and any future owners of any parcel of land in Blue Jordan Forest, their respective legal representatives, heirs, successors, and assigns hereby covenants with the Governing Board of the South Florida Water Management District that:

(a) The waterways, specifically the surface water management system, as permitted by the South Florida Water Management District (Permit Number 53-0081-S and as same may be amended from time to time), including flowage easements, wetlands, lakes, retention areas, culverts, and other related appurtenances are dedicated to the perpetual use of owners; but always subject to the restrictions herein.

(b) In addition to the enforcement authority of Blue Jordan Forest Owners Association, Inc. or any other authority, the South Florida Water management district has specific authority to enforce any restrictions as to use, construction or maintenance of the surface water management system and preservation of wetlands in Blue Jordan Forest.

(c) Any amendment to these Covenants and Restrictions, which will affect the surface water management system, including common areas, i.e. easements and preservation areas, must have prior approval of the South Florida Water management District.

(d) In the event the Blue Jordan Forest Owners Association, Inc. is dissolved or liquidated the surface water management system shall be transferred to a governmental unit or similar non-profit organization.

4. Wildlife Sanctuary.

All lands, including within Blue Jordan Forest is hereby declared a wildlife sanctuary. Hunting, trapping or killing or molesting of any birds or other wildlife is not permitted, with the exception that poisonous snakes may be destroyed at any time and that other animals may be destroyed on a person’s own land if they are in the act of damaging property and if any necessary permit has been obtained from the Florida Game and Fresh Water Fish Commission.

B. Restrictions:

1. The tracts or lots in Blue Jordan Forest are designated as unimproved acreage: however, in the event any building shall be erected or located thereon the following restrictions shall apply:

(a) The principal building constructed, erected, located or maintained on any of the following tracts or lots must be a single-family on site constructed dwelling not exceeding two stories in height above natural ground level: Tracts (lots) numbered 1 through 8; 10, 11, 12; 18 through 110; 142 through 149; and, 243 through 255. The living area of one-story dwellings must contain a minimum of 1,100 square feet and two-story dwellings must contain not less than 1,500 square feet; said living area being exclusive of carports, garages, porches and patios.

(b) Either on site constructed single-family dwellings or manufactured (mobile) homes may be constructed on all other tracts or lots. On-site constructed dwellings must comply with restrictions in Paragraph B. 1. (a) Above. All manufactured housing must be classed as a double wide and contain a minimum of nine hundred and sixty (960) square feet and be skirted with aluminum slats, wood slats or decorative concrete block or brick. All mobile homes or manufactured housing must be permanently affixed to a foundation, be permanently connected to water and septic tanks according to the manufacturer’s specifications, and anchored to the tract using certified anchors according to the requirements of the laws and regulations of the State of Florida and Polk County Ordinances. Wheels, axles and hitch must be removed from the mobile home. All units must meet the federal mobile home construction and safety standards (Title VI, Housing and Community Development Act of 1974) which became effective June 15, 1976, and as may be amended from time to time. Screen porches, Florida rooms and carports may be added, if permitted by applicable building and zoning codes, and approved by the landscaping and architectural committee of Blue Jordan Forest Owners Association, Inc.

(c) Only one dwelling may be constructed on each tract or lot, the minimum size of which must be 2 acres.

(d) All construction of principal dwellings must be completed within nine months of the date of which building permit are issued by the Board of County Commissioners of Polk County; otherwise the Board of Directors of Blue Jordan Forest Owners Association, Inc. has the right to require that the structure be removed.

(e) Building Set back Requirements:

No building or enclosed swimming pool shall be erected nearer to a tract (lot) line than the minimum distances set forth below; or in accordance with regulations of Polk County, Florida, whichever is the greater.

Front lot line — 50 feet

Side lot line — 50 feet

Rear lot line — 50 feet

All animal pens must be located at least seventy- five feet (75’) from all tract (lot) lines.

(f) Unless as prescribed elsewhere in these restrictions, no building shall be moved onto any part of the above described property for any use whatsoever; except prefabricated storage buildings may be allowed by special permit issued by Blue Jordan Forest Owners Association, Inc. Under no circumstances shall pulp, tin or tar paper appear on any portion of the exterior, including the roof or any residence; except as hereinafter provided: Metal meeting the specifications and installed in accordance with the specifications of the Southern Standard Building code in effect at time of application for a building permit from Polk County may be used on any building, including on-site constructed or manufactured residences. No garage or accessory building shall be used as living quarters, except for domestic employees, and such garage or accessory building shall not be used or occupied as living quarters prior to the erection of the main building. All garages must be built to the rear of or attached to the main residence.

(g) All lavatories and toilet facilities shall be located inside the main residential building or manufactured home, and connected with a county approved sewage disposal system, which includes septic tanks.

(h) All buildings must comply with the Polk County Building Codes.

(i) A church may be constructed and/or operated in any structure on the above described property with the consent of all adjoining property owners within two thousand (2,000) feet of the tract (lot) on which said church is to be located.

2. (The section regarding campers has been removed in accordance with official documents filed with the Polk County Board of County Commissioners dated March 1, 1998.)

3. No more than seventy (70%) percent of any wooded tract may be completely cleared. Further, no living tree larger than 7 inches in diameter at a point 4 1/2 feet above natural ground level maybe removed on any part of the tract, unless same shall interfere with the location of a building, utility line or other structure.

All excavation for stone, gravel or earth on any tract shall be in accordance with the ordinances of Polk County, Florida and the regulation of the South Florida Water Management District and/or the Department of Environmental Regulations of the State of Florida. All excavated material must remain on the tracts from which it is removed and the excavation or placement of the material shall not adversely affect any other tract.

4. The location of buildings and alteration of the tract must be in compliance with Polk County Ordinance No. 81-28, as amended, commonly known as the wetlands ordinance, or its successor.

5. No tract shall be used for the storage or abandonment of junk or junk vehicles; unless stored in a completely enclosed structure. No part of any tract shall be used or so occupied to injuriously affect the use, occupation or value, of the adjoining or adjacent premises.

6. No commercial husbandry of agricultural crops, animals, reptiles, or fowl shall be conducted or maintained on any tract; however, this restriction shall not apply to a maximum of three (3) household pets and up to two (2) livestock. All animals must be confined within the boundaries of the owner’s tract or under control of the owner at all times. This provision does not prohibit use of the premises for a garden for growing produce for home consumption or sharing with friends or neighbors. However, tracts 93, 94, 95: 99 through 121; 137 through 147; and 153 through 156 or portions thereof are in an old citrus grove. Production of citrus in these tracts may be continued, and surplus to owners need sold off-site to others. No additional land in these tracts however may be cleared for the purpose of expanding the grove area.

7. No tract shall be further subdivided into lots or parcels smaller than 2 acres; except that a tract may be divided with each parcel being added to the adjacent tracts with the resultant parcels being considered one tract of or in excess of 2 acres in size for the purpose of these restrictions.

8. Easements for roads, utilities, drainage facilities and preservation areas are reserved as shown on the recorded plat. Within these easements, no structure, planting or other material shall be placed or permitted to remain that may damage or interfere with the installation and maintenance of roads, utilities, change the direction of flow of drainage channels in the easements or obstruct or retard the flow of water through drainage channels in the easements. The easements areas on each tract and all improvements in it shall be maintained continuously by the owner of each tract, except for those improvements for which a public authority, property owners association or utility company is responsible.

9. The roads shall be used only for walking, hiking, running, and for the operation of passenger automobiles, vans, pickup trucks, motor homes, travel trailers, motorcycles, golf carts, four wheel all-terrain vehicles and horseback riding; however, horseback riding shall not be permitted on the driving surface of the road. Other vehicles not exceeding 20,000 pounds gross weight may be permitted to deliver building materials and household goods. The speed of vehicles on the roads shall not exceed 19 miles per hour.

10. No sign other than owner identification signs of not more than one square foot in size, and one sign of not more than five square feet advertising the property for sale or rent shall be placed on each tract. However, nothing contained herein shall be construed as prohibiting Saddlebag Lake Resort, Inc., its agents or its successors or assigns from erecting and maintaining advertising signs, without written restriction as to size, and from maintaining a construction office and sales office upon the property until such time as all of the property of the subdivision has been sold.

11. At any time, the then record owners of a majority of the tracts shall have the power through a duly recorded instrument to establish an Architectural and Landscape Committee which shall have the power to approve the type of structure, quality of workmanship and materials and conditions of any building and manufactured housing placed on the tracts. And,

a. The said Architectural and Landscape Committee shall be composed of not less than three (3) and not more than five (5) owners of tracts (lots) in Blue Jordan Forest: said members to be appointed by the Board of Directors of Blue Jordan Forest Owners Association, Inc. All members shall be owners or co-owners of tracts in Blue Jordan Forest subdivision.

b. That the term of office of the first members appointed to the Architectural and Landscape Committee shall commence on date of appointment and continue until the next annual meeting of Blue Jordan Forest Owners Association, Inc.; thereafter, the term of office shall be from date of the said annual meeting to the next succeeding annual meeting. Vacancies on the Committee caused by resignations or other causes shall be filled by the Board of Directors by appointing another member whose term of office shall terminate on the date of the next annual meeting of the Blue Jordan Forest Owners Association, Inc. Members of the Committee shall be eligible for re-appointment by the Board of Directors for additional terms.

c. The Architectural and Landscape Committee is hereby empowered to approve or disapprove the type of structure, including plans and specifications, quality of workmanship and materials, and condition of any building or manufactured housing placed on the tracts (lots) in Blue Jordan Forest subdivision. The Committee is also empowered to approve or disapprove driveways connecting to roadways in Blue Jordan Forest subdivision; and, is further empowered to inspect tracts (lots) for compliance with all provisions of Paragraph B of Declaration of Covenants and Restrictions of Blue Jordan Forest and report any violations of same to the Board of Directors of Blue Jordan Owners Association, Inc.

These Covenants and Restrictions are to run with the land and shall be binding on all parties and all persons claiming under them for a period of thirty (30) years from the date these covenants are recorded, after which time they shall be extended automatically for successive periods of ten years, unless an instrument signed by a majority of then owners of the tracts has been recorded agreeing to change the covenants in whole or in part. Enforcement shall be by action at law or in equity against any person or persons violating or attempting to violate any covenants, either to restrain violation or to recover damages. The party bringing the action or suit shall be entitled to recover, in addition to costs and disbursements allowed by law, such sum as the court may adjudge to be reasonable for the services of his attorney.

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

These Covenants and Restrictions shall become effective on the date same are recorded in the Public Records of Polk County, Florida.

IN WITNESS WHEREOF, Saddlebag Lake Resorts, Inc. being the sole owner of all tracts, lots and parcels of land in Blue Jordan Forest Subdivision on this the 16 day of June, 1986, has caused these Covenants and Restrictions to be executed in its name, and its corporate seal to be hereunto affixed by its officers thereunto duly authorized on the above date.