

UPON RECORDING RETURN TO:

Jennifer M. Lawton, Esq.  
Broad and Cassel  
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Boca Raton, FL 33434



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ABOVE THIS LINE FOR RECORDER'S USE  
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**FOURTH AMENDMENT TO THE  
DECLARATION OF MAINTENANCE AND LAND USE PROVISIONS OF  
RYE WILDERNESS ESTATES**

THIS FOURTH AMENDMENT TO THE DECLARATION OF MAINTENANCE AND LAND USE PROVISIONS OF RYE WILDERNESS ESTATES (the "**Amendment**") is made this 31<sup>ST</sup> day of July, 2015, by D.R. Horton, Inc., a Delaware corporation ("**Developer**").

**WITNESSETH**

**WHEREAS**, D.R. Horton, Inc. is the "Developer" under that certain DECLARATION OF MAINTENANCE AND LAND USE PROVISIONS OF RYE WILDERNESS ESTATES, which was recorded in Official Records Book 1909, Page 4242 of the Public Records of Manatee County, Florida (as may be amended from time to time, the "**Declaration**") pursuant to that certain Quit Claim General Assignment and Assignment of Declarant's Right, which was recorded in Official Records Book 2450, Page 1484 of the Public Records of Manatee County, Florida; and

**WHEREAS**, pursuant to Article VII, Section 7.5, the Developer may amend the Declaration so long as the Developer owns one Lot for sale in normal course of business;

**WHEREAS**, as of the date of this Amendment, the Developer owns more than one Lot for sale in the normal course of business; and

**WHEREAS**, Developer desires to amend the Declaration as more particularly set forth herein;

**NOW, THEREFORE**, the Declaration is hereby amended as set forth below. Except as provided herein, capitalized terms shall have the meaning ascribed to them in the Declaration.

1. The recitals set forth above are true and correct and are incorporated herein by reference.
2. The following amendments shall apply only to single family homes constructed on Lots within the property described as Rye Wilderness Phase IV, according to the plat thereof, recorded in Plat Book 51, Page 30 of the Public records of Manatee County, Florida.
  - a. Article IV, Section 4.1(w) shall be amended as follows: "Any and all walls and fences may not exceed an average height of five six (5<sup>2</sup> 6') feet exclusive of pillars or ornaments and shall in no instance exceed five six (5<sup>2</sup> 6') in height measured

from the first floor finished floor elevation unless approved by the NCC or MC in writing. Fences shall be almond color. Vinyl shall not be used as wall or fencing material. Additionally, unless otherwise provided in this Article, all fences, whether originally installed by the Developer or Association or installed by an Owner, shall be maintained by the Owner of the Lot upon which the fence is installed. Any fences originally installed by the Developer which are shared by two or more lots, shall be maintained jointly by the Owners of the Lots upon which the fence is shared, with each Owner being individually responsible for the cost to repair and maintain the surface of the exterior portion of the fence which faces its Lot and both Owners beign jointly responsible for an equal share the cost of repair and maintenance of the structural portions of the fence; provided, however, if either Owner's negligence or willful misconduct causes damage to the fence, such Owner shall bear the entire cost of repair. Each Owner shall have the right to enter the adjacent Lot, where necessary in connection with the repair or maintenance of the fence, upon reasonable prior notice to the affected Owner(s) and at reasonable times and an easement for same is hereby created. Any repair or reconstruction shall utilize substantially similar materials, design and location as originally existed. In the event any responsible Owners fail to maintain a shared fence, the Association shall have the right, but not the obligation, to enter upon the Lots and perform necessary maintenance, repair or replacement of the fence, the expense of the same shall be charged to the benefitting Lot Owners as an Individual Assessment.

b. The first paragraph of Article IV, Section 4.1(ff) is hereby amended to **delete** the following: "No garage doors shall face the street."

Except as specifically amended herein, the Declaration shall in all other respects remain in full force and effect.

[SIGNATURES TO APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF, the undersigned Developer hereby executes this First Amendment by and through its representatives as of the date and year first above written.

Witnessed By:

DEVELOPER:

Gail M. Donahue  
Print Name: GAIL M. DONAHUE

D.R. HORTON, INC., a Delaware corporation

John Swager  
Print Name: JOHN SWAGER

[Signature]  
By: \_\_\_\_\_  
Name: DARREN SALTZBERG  
Title: Vice President

STATE OF FLORIDA                )  
  ) ss  
COUNTY OF HILLSBOROUGH )

The foregoing instrument was acknowledged before me this 31<sup>ST</sup> day of July, 2015, by Darren Saltzberg, as Vice President of D.R. Horton, Inc., a Florida corporation on behalf of the company. He is personally known to me and did not take an oath.

By: Nandra R. Ramnarine  
Name: NANDRA R. RAMNARINE  
My Commission Expires: \_\_\_\_\_

[NOTARIAL SEAL]

