

This instrument prepared by:
Edward Vogler II, Esq.
Blalock, Landers, Walters & Vogler, P.A.
802 11th Street West
Bradenton, FL 34205

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This space for recording

**SECOND AMENDMENT TO DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS
FOR RIVER WILDERNESS PHASE II-B**

THIS SECOND AMENDMENT TO DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS FOR RIVER WILDERNESS PHASE II-B (the "Second Amendment") is made as of the 01 day of ^{NOV} May, 2001, by RIVER WILDERNESS ASSOCIATES, LTD., a Florida limited partnership (hereinafter referred to as "Developer").

WITNESSETH:

WHEREAS, Declarant's predecessor recorded the Declaration of Restrictions and Protective Covenants for River Wilderness Phase II-B, in Official Records Book 1341, Page 635, et. seq., of the Public Records of Manatee County, Florida (the "Declaration"); and

WHEREAS, that certain Amendment to the Declaration was recorded in Official Records Book 1656, Page 241, of the Public Records of Manatee County, Florida (the "First Amendment"); and

WHEREAS, Developer desires to further amend the Declaration as it affects and relates to Lots 1-31, Subphase D1 & I of the River Wilderness Development, which Lots are more fully set forth in the River Wilderness, Phase III, Subphase D1 & I Plat, the legal description of which is attached hereto as Exhibit "A."

NOW THEREFORE, in consideration of the sum of Ten Dollars and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

1. **Recitals.** That the above recitals are true and correct and are hereby incorporated herein.
2. **Application of Second Amendment.** This Second Amendment to the Declaration shall only affect and apply to Lots 1-31, as depicted on the Plat for River Wilderness, Phase III, Subphase D1 & I.
3. **Neighborhood.** Article 1.08 (Neighborhood) of the Declaration is hereby amended such that the following new paragraph is added to the end of the existing paragraph:

" **'NEIGHBORHOOD'** shall also mean and refer to those certain lands constituting RIVER WILDERNESS, PHASE III, SUBPHASE D1 & I, as recorded in Plat Book 38, pages 167 through 171, of the Public Records of Manatee County, Florida, consisting of thirty-one (31) lots and other facilities described in said plat."
4. **Site.** Article 1.12 (Site) of the Declaration is hereby amended such that the reference to "one hundred ninety-four (194)" in the second sentence is deleted and replaced with "two hundred twenty-five (225)."
5. **Enforcement.** Article 2.03 (Enforcement) of the Declaration is hereby amended by adding the following new paragraph to Article 2.03:

"(d) DECLARANT reserves unto itself the right and the power to operate and maintain the surface water management system facilities, including all inlets, ditches, swales, culverts, water control structures, retention and detention areas, ponds, lakes, floodplain compensation areas, wetlands and any associated buffer areas, and wetland mitigation areas."
6. **Tracts Reserved to DECLARANT.** Article 2.04 (Tracts Reserved to DECLARANT) is hereby amended such that the following phrase is inserted after the reference to "PHASE IIB" in the first sentence: "... and Tracts 501, 502, 503, 504, 505 and 506, as shown on the Plat for RIVER WILDERNESS, PHASE III, SUBPHASE D1 & I...."

7. **Designation of Common Areas.** Article 3.01 (Designation of Common Areas) of the Declaration is hereby amended such that the following is added to the end of the paragraph:

"The following areas shown on the recorded Plat for RIVER WILDERNESS, PHASE III, SUBPHASE D1 & I, are hereby designated Common Areas: Tracts 601, 602, 603, 604, 605, and 606."

8. **Title to Common Areas.** Article 3.02 (Title to Common Areas) of the Declaration is hereby amended such that the following new paragraph is added to the end of the existing paragraph:

"DECLARANT may retain title to the Common Areas, as shown on the recorded Plat for RIVER WILDERNESS, PHASE III, SUBPHASE D1 & I, so long as it owns any land within RIVER WILDERNESS, PHASE III, SUBPHASE D1 & I, and may use the Common Areas therein for any purpose, specifically including sales activities and the erection of Structures for DECLARANT'S use, during such period of time. At any time on or before conveyance by DECLARANT of its last parcel of land within RIVER WILDERNESS, PHASE III, SUBPHASE D1 & I, DECLARANT shall convey the Common Areas to the FOUNDATION or to the ASSOCIATION free of any debt but subject to all restrictions of record. Subsequent to the conveyance by the DECLARANT, there shall be no further disposition thereof by sale or otherwise except to an organization conceived and organized to own and maintain such Common Areas, without first offering to dedicate the same to Manatee County or other appropriate governmental agency."

9. **OWNER'S Easements of Enjoyment.** Article 3.04 (OWNER'S Easements of Enjoyment), subparagraph (b), is hereby amended such that the following shall be added to the end of subparagraph (b):

"... and RIVER WILDERNESS, PHASE III, SUBPHASE D1 & I."

10. **Building Setbacks.** Article 6.02 (Building Setbacks) of the Declaration is hereby amended such that the following additional paragraph is added:

"For lots (SITES) 1-31 inclusive, as depicted on the Plat for River Wilderness, Phase III, Subphase D1& I, building setbacks shall be twenty-five (25) feet in the front, fifteen (15) feet in the rear, and seven and one-half (7.5) feet on the sides. All measurements are to the base of the nearest Structure. A corner lot is considered to have 2 fronts and 2 sides. If the dwelling unit includes a screened-in "Florida" room, patio, swimming pool or the like at the rear, then the rear setback may be reduced from fifteen (15) feet to five (5) feet. If the lot abuts to a waterfront, the building setback shall be thirty (30) feet. If the lot abuts to a wetland buffer, the building set back shall be fifteen (15) feet."

11. **Dwelling Size and Height.** Article 6.03 (Dwelling Size and Height; Minimum Elevation) of the Declaration is hereby amended such that the reference to "1800 square feet" in the first sentence is deleted and replaced with "2200 square feet."

12. **Mailboxes.** Article 6.05 (Mailboxes) of the Declaration is hereby deleted in its entirety and replaced with the following:

"All mailboxes shall be uniform and standard per development design."

13. **Tile Roof.** Article 6.06 (Roof) of the Declaration is hereby amended such that the first sentence is deleted in its entirety and replaced with the following:

"Roofs shall have a minimum pitch of 6/12 and shall be constructed of tile."

14. **Restrictions.** Article 6 (Restrictions) of the Declaration is hereby amended such that the following new article is added thereto:

"6.14. **Compliance with SWFWMD.** It shall be the responsibility of each Owner at the time of construction of a building, residence or structure to comply with the construction plans for the stormwater management system pursuant to Chapter 40D-4, F.A.C., approved and on file with the Southwest Florida Water Management District (SWFWMD or District). No construction activities may be conducted relative to any portion of the surfacewater management system facilities without the prior approval of the Association and SWFWMD pursuant to Chapter 40D-4, F.A.C. The District shall have the right to take enforcement actions to enforce the terms hereof and Chapter 40D-4, F.A.C. In the event the Association is dissolved or otherwise fails to maintain the surfacewater management system facilities in accordance with the applicable permits and regulations, the District, upon reasonable notice and hearing, may enter the Common Area for the purpose of maintaining same. The cost of such maintenance by the District shall be

assessed pro-ratedly against the Lots and such charges are payable by the Owners within sixty (60) days after receipt of a statement therefor from the District, and if unpaid at the end of such period shall become a lien on the Lots. Notwithstanding any other provision in this Declaration to the contrary, neither this Section nor any provision of this Declaration affecting the surfacewater management system facilities may be amended without the prior written consent of SWFWMD."

15. **Right of Entry.** The "Right of Entry," attached hereto as Exhibit "B," and incorporated herein, shall be attached to the Declaration as Exhibit "B."

16. **Notice to Buyers.** The "Notice to Buyers," attached hereto as Exhibit "C," and incorporated herein, shall be attached to the Declaration as Exhibit "C."

17. **List of Holdings.** The "List of Holdings," attached hereto as Exhibit "D," and incorporated herein, shall be attached to the Declaration as Exhibit "D."

18. **Maintenance Program.** The "Maintenance Program," attached hereto as Exhibit "E," and incorporated herein, shall be attached to the Declaration as Exhibit "E."

19. **Budget.** The "Budget," attached hereto as Exhibit "F," and incorporated herein, shall be attached to the Declaration as Exhibit "F."

18. **No Further Modification.** Except as specifically provided for herein this Second Amendment and as set forth in that certain First Amendment, the Declaration shall remain unmodified and otherwise in full force and effect.

IN WITNESS WHEREOF, the undersigned has set its hand and seal the day and year first above written.

Witnesses:

RIVER WILDERNESS ASSOCIATES, LTD.,
a Florida limited partnership

By: **WADE CAPITAL, INC.,** a Florida
corporation, its General Partner

[Signature]
Print Name Logan Van Acker
[Signature]
Print Name Brandy Groves

By: [Signature]
William Vernon
Its: President

STATE OF FLORIDA
COUNTY OF MANATEE

The foregoing instrument was subscribed and sworn to before me this 11/01 day of November, 2001, by William Vernon, as President of Wade Capital, Inc.
 who is personally known to me
 who produced _____ as

identification, and who acknowledged before me that he executed the same freely and voluntarily for the purposes therein expressed.
My Commission Expires:



Brandy P. Groves [Signature]
Commission # CC 967117
Expires Sep. 11, 2004
Resided Tara
Atlantic Bonding Co., Inc. **NOTARY PUBLIC**
Printed Name Brandy Groves

RIVER WILDERNESS, PHASE III SUBPHASE D1 & I

A SUBDIVISION IN SECTION 7,
TOWNSHIP 34 SOUTH, RANGE 19 EAST
MANATEE COUNTY, FLORIDA

DESCRIPTION

A TRACT OF LAND IN SECTION 7, TOWNSHIP 34 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA DESCRIBED AS FOLLOWS:

COMMENCE AT THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 7; THENCE N.89°19'14"E., ALONG THE NORTHERLY LINE OF SAID SOUTHEAST QUARTER, A DISTANCE OF 368.78 FEET, TO THE WESTERLY LINE OF TRACT NO. 3 (RIVER WILDERNESS BOULEVARD, 50 FEET WIDE) AS SHOWN ON THE PLAT OF RIVER WILDERNESS PHASE I, RECORDED IN PLAT BOOK 22 AT PAGE 80 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA, SAID POINT BEING A POINT ON A CURVE OF WHICH THE RADIUS POINT LIES S.70°43'54"W., A RADIAL DISTANCE OF 760.00 FEET (THE FOLLOWING THREE CALLS ARE ALONG THE WESTERLY LINES OF TRACT NO. 3); THENCE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 07°51'06", A DISTANCE OF 104.15 FEET TO THE POINT OF REVERSE CURVE (PRC) OF A CURVE TO THE LEFT HAVING A RADIUS OF 275.00 FEET AND A CENTRAL ANGLE OF 32°35'42"; THENCE SOUTHEASTERLY ALONG THE ARC, A DISTANCE OF 156.44 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUE SOUTHEASTERLY ALONG THE ARC OF SAID CURVE THROUGH A CENTRAL ANGLE OF 22°01'15", A DISTANCE OF 105.69 FEET TO A POINT ON A CURVE OF WHICH THE RADIUS POINT LIES S.23°58'04"W., A RADIAL DISTANCE OF 25.00 FEET; THENCE SOUTHWESTERLY, ALONG THE ARC THROUGH A CENTRAL ANGLE OF 94°00'21", A DISTANCE OF 41.02 FEET; THENCE S.19°57'42"W., A DISTANCE OF 25.56 FEET TO THE POINT OF CURVE (PC) OF A CURVE TO THE LEFT HAVING A RADIUS OF 225.00 FEET AND A CENTRAL ANGLE OF 05°03'58"; THENCE SOUTHWESTERLY, ALONG THE ARC, A DISTANCE OF 19.89 FEET; TO THE WESTERLY LINE OF THE TENNIS COURT PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 1453 AT PAGE 7485 OF SAID PUBLIC RECORDS (THE FOLLOWING THREE CALLS ARE ALONG THE LINES OF THE TENNIS COURT PARCEL); THENCE S.10°36'50"E., A DISTANCE OF 150.03 FEET; THENCE N.79°25'00"E., A DISTANCE OF 140.00 FEET; THENCE N.10°37'54"W., A DISTANCE OF 159.13 FEET TO THE SOUTHERLY LINE OF THE AFOREMENTIONED TRACT NO. 3, SAID POINT BEING A POINT ON A CURVE OF WHICH THE RADIUS POINT LIES N.05°02'20"E., A RADIAL DISTANCE OF 275.00 FEET (THE FOLLOWING TWO CALLS ARE ALONG THE SOUTHERLY LINES OF SAID TRACT NO. 3); THENCE SOUTHEASTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 05°02'20", A DISTANCE OF 24.19 FEET; THENCE N.90°00'00"E., A DISTANCE OF 205.84 FEET TO THE WESTERLY LINE OF THE GOLF COURSE MAINTENANCE PARCEL DESCRIBED IN OFFICIAL RECORDS BOOK 1453 AT PAGE 7485 OF SAID PUBLIC RECORDS; THENCE S.00°00'00"W., ALONG SAID WESTERLY LINE AND ITS SOUTHERLY EXTENSION, A DISTANCE OF 770.67 FEET; THENCE S.60°46'21"E., A DISTANCE OF 457.49 FEET; THENCE S.00°00'00"W., A DISTANCE OF 388.08 FEET; THENCE S.74°14'22"W., A DISTANCE OF 1024.56 FEET; THENCE S.89°14'22"W., A DISTANCE OF 500.00 FEET; THENCE N.45°45'38"W., A DISTANCE OF 716.09 FEET; THENCE N.00°45'38"W., A DISTANCE OF 136.26 FEET TO THE SOUTHERLY LINE OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SAID SECTION 7; THENCE N.89°14'33"E., ALONG SAID SOUTHERLY LINE, A DISTANCE OF 74.98 FEET TO THE WESTERLY LINE OF THE EAST HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 7; THENCE CONTINUE N.89°14'33"E., A DISTANCE OF 43.59 FEET; THENCE N.83°45'26"E., A DISTANCE OF 103.46 FEET; THENCE N.39°49'34"E., A DISTANCE OF 28.79 FEET; THENCE N.75°01'01"E., A DISTANCE OF 111.58 FEET TO A POINT ON A CURVE OF WHICH THE RADIUS POINT LIES N.76°46'49"E., A RADIAL DISTANCE OF 325.00 FEET; THENCE NORTHWESTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 05°14'22", A DISTANCE OF 29.72 FEET TO THE PRC OF A CURVE TO THE LEFT HAVING A RADIUS OF 575.00 FEET AND A CENTRAL ANGLE OF 01°01'42"; THENCE NORTHWESTERLY ALONG THE ARC, A DISTANCE OF 10.32 FEET; THENCE N.80°06'45"E., A DISTANCE OF 185.02 FEET; THENCE N.71°24'56"E., A DISTANCE OF 638.38 FEET; THENCE N.02°05'46"W., A DISTANCE OF 678.45 FEET; THENCE N.43°49'27"E., A DISTANCE OF 136.87 FEET TO THE POINT OF BEGINNING.

CONTAINING 39.216 ACRES, MORE OR LESS.

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EXHIBIT B**RIGHT OF ENTRY
and
COMPLIANCE WITH MANATEE COUNTY LAND DEVELOPMENT CODE
for
RIVER WILDERNESS, PHASE III, SUBPHASE D1 & I**

The Manatee County Land Development Code, Ordinance 90-01, adopted on July 25, 1990 by the Board of County Commissioners of Manatee County, Florida requires adequate ownership and management measures be provided in residential developments to protect and perpetually maintain all common improvements and open space. The following provisions are stipulated in Chapter Nine of the Land Development Code (Subdivision Procedures and Standards), Section 909.5, and are hereby incorporated as part of the Declaration of Restrictions and Protective Covenants for River Wilderness Phase IIB, as amended.

- I. **Right of Entry by County.** The Manatee County law enforcement officers, health and pollution control personnel, emergency medical service personnel, and fire fighters, while in pursuit of their duties, are hereby granted authority to enter upon any and all portions of the Common Property as may be necessary to perform those duties.
- II. **Ownership of the Community Common Areas.** Notwithstanding anything herein contained to the contrary, the Association shall not dispose of any Common Property, by sale or otherwise, except to an organization conceived and organized to own and maintain such Common Property, without first offering to dedicate the same to Manatee County or other appropriate governmental agency.
- III. **Disturbance of Common Areas.** No lands in the Common Property shall be denuded, defaced, or otherwise disturbed in any manner at any time, except for maintenance or repair, without the prior written approval of the Manatee County Planning Director.
- IV. **Maintenance and Care.** In the event the Association or its successors fail to maintain the Common Property in reasonable order and condition, the provisions of the Manatee County Land Development Code allow for Manatee County, upon notice and hearing, to enter said Common Property for the purpose of maintaining same. The cost of such maintenance by the County shall be assessed pro-ratedly and such charges will be made payable by property owners within sixty (60) days after receipt of a statement therefor, and shall become a lien on the property if unpaid at the end of such period.
- V. **Violations.** Notwithstanding any other provision of this Declaration, no violation of federal, state, or local law shall be permitted.
- VI. **Amendments.** Notwithstanding any other provision of this Declaration relating to amendments, neither this Article nor any provision of this Declaration affecting this Article may be amended without the written consent of Manatee County.

EXHIBIT C

(page 1 of 4)

NOTICE TO BUYERS

for

RIVER WILDERNESS, PHASE III, SUBPHASE D1 & I

To the Purchasers of Lots in RIVER WILDERNESS, PHASE III, SUBPHASE D1 & I, Manatee County, Florida:

YOU ARE HEREBY NOTIFIED that the purchase of your lot is subject to:

1. The Declaration of Restrictions and Protective Covenants for River Wilderness Phase IIB, as amended (the "Declaration"), recorded in Official Records book 1341, Page 635, Public Records of Manatee County, Florida, and the Declaration and General Protective Covenants (the "Master Declaration") recorded in Official Records Book 1100, Page 3266, Public Records of Manatee County, Florida, as amended and supplemented from time to time, copies of which shall be provided upon execution of your contract to purchase.
2. Ownership of a Lot in said Subdivision automatically makes you a member of both River Wilderness of Bradenton Foundation, Inc., and River Wilderness Homeowners Association, Inc., (collectively the "Association"), both being not-for-profit corporations, and you are subject to their Bylaws and Regulations. Each Lot entitles its Owner to one vote in the affairs of the Association.
3. The Association owns and has the right and power to assess and collect, as provided in its Bylaws, the costs of maintenance of the landscaped common open space area and mandatory lawn maintenance for the individual lots, which you have a right to enjoy, in accordance with said Restrictions.
4. The initial proposed assessment by the Association for the year running from Jan 1 '02 through Dec 31-02 is \$ 770.00 annually for each Lot. You are hereby notified that the Association may increase that amount as may be required to maintain the amenities of the Subdivision. The Board may, in its discretion, require each Lot Owner who acquires his Lot directly from Developer to pay to the Association a one-time contribution (the "Capital Contribution") to be used by the Association solely for the payment of Association Expenses. The amount of the Capital Contribution shall be as determined by the Board, but shall not exceed the then applicable Annual Assessment.
5. The Subdivision is a Neighborhood within River Wilderness in accordance with the Master Declaration and is governed by the River Wilderness of Bradenton Foundation, Inc., a Florida not-for-profit corporation (the "Master Association"). The Master Association also makes assessments against each of the Lots within the Subdivision, which you will be obligated to pay as an owner. The Master Association assessment is currently \$ 770.00 annually for each Lot. You are hereby notified that the Master Association may increase that amount as may be required in accordance with the Master Declaration.
6. Manatee County Zoning Ordinance requires the following notifications: (1) Each Lot Owner is hereby notified of the presence of neighboring agricultural uses, including possible use of pesticides and herbicides and of odors and noises associated with agricultural uses; and (2) Each Lot Owner is hereby notified that the lot purchased is in a Coastal Evacuation Area for which additional standards and restrictions may be imposed by the Manatee County Land Development Code.
7. Each Lot Owner is hereby notified that there is planned for development a paved fifteen foot (15') emergency access easement at Fort Hamer Road for Subphase K.
8. Each Lot Owner is hereby notified that a Project Development and Environment Study has been initiated by the Florida Department of Transportation for location and design concept acceptance for the bridge connection of Upper Manatee River and Fort Hamer Road.
9. Each property owner within the subdivision at the time of construction of a building, residence, or structure shall comply with the construction plans for the surface water management system approved and on file with the Southwest Florida Water Management District (SWFWMD). 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.
10. For all lots abutting wet detention ponds: The lot owners shall not remove native vegetation (including cattails) that become established within the wet detention ponds abutting their property. Removal includes dredging, the application of herbicide, cutting, and the introduction of grass carp. Lot owners shall address any questions regarding authorized activities within the wet detention ponds to the Director, SWFWMD Venice Service Office.
11. The foregoing statements are only summary in nature and shall not be deemed to supersede or modify the provisions of the Declaration, or any lot sales contract between Buyer and Developer. This Notice is not a substitution for the various documents, which should be reviewed by prospective buyers. This Notice merely notifies the buyer of the existence of such documents.

EXHIBIT C

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12. The project site falls in zones X and AE with base flood elevations (BFE) of 8.9' - 9.5' above M.S.L. per FIRM panel 120153 0215C. Specifically Lots 1-16 and 18-31 appear to lie within the AE zone.

13. Per the Federal Emergency Management Agency (FEMA) 44 CFE 60.3.c.2, AE zone shall have the lowest habitable finished floor elevated to or above BFE and the revised Manatee County Ordinance 89-10 lowest habitable finished floor must be at base flood elevation plus a one (1) foot freeboard (flood protection elevation). Simply put, the finished floor of the homes within the AE zone must be one (1) foot over the BFE.

14. If it is determined that any of the structures are in the AE zone, a Floodplain Management Permit will be needed for submittal along with the building permit application.

15. A sealed survey showing the FIRM panel number, floodzone, base flood elevation, with existing and proposed grades of the lot, and floodzone lines must be submitted at the time of building permit application, unless there is a FEMA approved LOMR for the above lots. In which case the surveyor will just need to note the case number on the survey.

16. The buyers of the lots noted above are hereby notified that their home may lie within the floodzone, as determined from the Preliminary Site Plan submitted by Kimley-Horn and Associates, Inc., as reviewed by the Manatee County Building Department's Floodplain Management Section; and the mortgage lender may require the Buyer to purchase flood insurance. Also, be advised that the mortgage lender will make their own flood determination and it may differ from that of Manatee County.

17. In accordance with The Manatee County approved Landscape plan and The attached Tree Planting Summary, these are the tree replacement to residential street tree requirements for lots 1-31 River Wilderness Phase III Subphase D-1 & I.

a. The following requirements shall apply to the trees, and their maintenance:

1. The Lot Owner is responsible for the installation, maintenance and replacement of the required trees.
2. The trees shall meet the requirements of Section 715.10.5 of the Manatee County Land Development Code.
3. Existing native trees should be used to fulfill these requirements, whenever possible.
4. None of the required trees shall be planted within a public or private utilities easement.
5. Each tree shall be a minimum height of twelve (12) feet and a minimum 3" caliper.
6. In the event a tree dies or is removed, the Owner of the Lot is responsible to replace the tree within thirty (30) days.

18. Unless permitted by the Manatee County Land Development Code, the following acts and activities are expressly prohibited within the boundaries of this Conservation Easement without the prior consent of Grantee:

- Construction or placing of building, roads, signs, billboards or other advertising structures on or other structures on or above the ground.
- Construction or placing of utilities on, below or above the ground without appropriate local, state, and federal permits or other authorization.
- Dumping or placing of soil or other substances or material as landfill or dumping or placing trash, waste, unsightly, or offensive materials.
- Removal, mowing, or trimming of trees, shrubs or other vegetation.
- Application of herbicides, pesticides, or fertilizers.
- Excavation, dredging or removal of loam, peat, gravel, soil rock or other material substances in such manner as to affect the surface.
- Surface use except for purposes that permit the land or water areas to remain in its natural condition.
- Any activity detrimental to drainage, flood control, water conservation, erosion control, soil conservation or fish and wildlife habitat preservation.
- Acts or uses detrimental to such retention of land or water areas.

Exhibit C (page 3 of 4) 11/28/01

River Wilderness Phase III
Subphase D-1 and I
Notice to Buyers
Tree Planting Summary

Lot No.	Yard/Side & Rear	Street	Type	Size	QTY
1	3	2	Live Oak	12' x 6' x 3" caliper	5
2	3	3	Live Oak	12' x 6' x 3" caliper	6
3	3	3	Live Oak	12' x 6' x 3" caliper	6
4	3	1	Live Oak	12' x 6' x 3" caliper	4
5	3	2	Live Oak	12' x 6' x 3" caliper	5
6	3	2	Live Oak	12' x 6' x 3" caliper	5
7	3	2	Live Oak	12' x 6' x 3" caliper	5
8	3	2	Live Oak	12' x 6' x 3" caliper	5
9	3	2	Live Oak	12' x 6' x 3" caliper	5
10	3	2	Live Oak	12' x 6' x 3" caliper	5
11	3	2	Live Oak	12' x 6' x 3" caliper	5
12	3	2	Live Oak	12' x 6' x 3" caliper	5
13	3	3	Live Oak	12' x 6' x 3" caliper	6
14	3	5	Live Oak	12' x 6' x 3" caliper	8
15	3	5	Live Oak	12' x 6' x 3" caliper	8
16	3	2	Live Oak	12' x 6' x 3" caliper	5
17	3	2	Live Oak	12' x 6' x 3" caliper	5
18	3	2	Live Oak	12' x 6' x 3" caliper	5
19	3	2	Live Oak	12' x 6' x 3" caliper	5
20	3	2	Live Oak	12' x 6' x 3" caliper	5
21	3	2	Live Oak	12' x 6' x 3" caliper	5
22	3	2	Live Oak	12' x 6' x 3" caliper	5
23	3	2	Live Oak	12' x 6' x 3" caliper	5
24	3	2	Live Oak	12' x 6' x 3" caliper	5
25	3	2	Live Oak	12' x 6' x 3" caliper	5
26	3	3	Live Oak	12' x 6' x 3" caliper	6
27	3	2	Live Oak	12' x 6' x 3" caliper	5
28	3	3	Live Oak	12' x 6' x 3" caliper	6
29	3	3	Live Oak	12' x 6' x 3" caliper	6
30	3	3	Live Oak	12' x 6' x 3" caliper	6
31	3	3	Live Oak	12' x 6' x 3" caliper	6

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ACCEPTED IN OPEN SESSION 12-18-01
 BOARD OF COUNTY COMMISSIONERS, MANATEE COUNTY

River Wilderness Phase III
 Subphase D-1 and I
 Notice to Buyers
 Tree Planting Summary

Location	Type	Size	QTY
Roadway Buffer and Lakes I1 & I2	Live Oak	12' x 6' x 3" caliper	29
	Pine	16' x 8' x 5" caliper	75
	Cypress	16' x 8' x 5" caliper	23
	Cedar	12' x 6' x 3" caliper	13
	Palm	10' - 14' clear trunk	26
Greenbelt Buffer	Live Oak	12' x 6' x 3" caliper	11
	Palm	10' - 14' clear trunk	6
Lake No. I3	Live Oak	12' x 6' x 3" caliper	2
	Pine	16' x 8' x 5" caliper	6
	Cypress	16' x 8' x 5" caliper	12
	Palm	10' - 14' clear trunk	18
Lake No. D1	Cypress	16' x 8' x 3" caliper	13
	Palm	10' x 14' clear trunk	18
Lake No. D2	Cypress	16' x 8' x 3" caliper	2
	Palm	10' x 14' clear trunk	7
Lake No. D3	Live Oak	12' x 6' x 3" caliper	6
	Pine	16' x 8' x 5" caliper	5
	Cypress	16' x 8' x 5" caliper	2
	Palm	10' - 14' clear trunk	15
Total			457

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EXHIBIT "D"

**LIST OF HOLDINGS
OF RIVER WILDERNESS, PHASE III, SUBPHASE D1 & I**

The following is a list of holdings of River Wilderness, Phase III, Subphase D1 & I, presently under construction, to be completed by the Developer, to wit:

1. Tract 501: Contains 31,256 square feet designated as Private Drainage Area
2. Tract 502: Contains 27,450 square feet designated as Private Drainage Area
3. Tract 503: Contains 200,046 square feet designated as Private Drainage Area
4. Tract 504: Contains 189,276 square feet designated as Private Drainage Area
5. Tract 505: Contains 48,803 square feet designated as Private Drainage Area
6. Tract 506: Contains 89,263 square feet designated as Private Drainage Area
7. Tract 601: Contains 2,485 square feet designated as Private Common Area
8. Tract 602: Contains 74,939 square feet designated as Private Common Area
9. Tract 603: Contains 23,301 square feet designated as Private Common Area
10. Tract 604: Contains 2,073 square feet designated as Private Common Area
11. Tract 605: Contains 3,084 square feet designated as Private Common Area
12. Tract 606: Contains 41,302 square feet designated as Private Common Area
13. Tract 701: Contains 48,009 square feet designated as Private Preserve Area and Conservation Easement
14. Tract 702: Contains 18,328 square feet designated as Private Preserve Area and Conservation Easement
15. Tract 703: Contains 117,397 square feet designated as Private Preserve Area and Conservation Easement
16. Tract 801: Contains 58,412 square feet designated as Private Preserve Area and Conservation Easement
17. Tract 802: Contains 90,861 square feet designated as Private Preserve Area and Conservation Easement
18. Tract 301: Consisting of fifty (50) foot Private Road, Drainage and Utility Easement

It is contemplated that the Community Association will, upon turnover of the Association, take title to the above-described common areas, and use and maintain the same pursuant to the Restrictions respecting said Subdivision and the Land Development Code of Manatee County.

EXHIBIT "E"

**MAINTENANCE PROGRAM
for
RIVER WILDERNESS, PHASE III, SUBPHASE D1 & I**

It is anticipated that the budgetary information submitted for the first year of operations indicates more than adequate funds for maintenance as well as operation of the facilities provided by Developer, and which are designated in said Proposed First Year Budget.

Subsequent years may require additional funds, which will be assessed and collected as required by the Declaration of Protective Covenants, Conditions, Easements and Restrictions to which each lot is subject.

Specific assumptions included in the budget are as follows:

1. Common Areas / Drainage Retention Areas maintenance includes the following items:
 - a. Mowing approximately once per week during the summer growing season and approximately once per two weeks in the dryer and cooler months.
 - b. Weed trimming on the same schedule as yard mowing.
 - c. Weeding of flower beds as required.
 - d. Mulching of flower beds as required.
 - e. Insecticide and pesticide as required, but generally twice per year.
 - f. Plant replacement as required.
 - g. Edging of sidewalks as required, but generally three - four times per year.
2. Mowing of Common Areas along the roadways will be done on the same schedule as yard mowing. Mowing of Common Areas behind the homes may be done less frequently.
3. Lake areas will be inspected on a regular basis, provision for which is being made quarterly in compliance with various regulatory permits, not limited to Southwest Florida Water Management District and Manatee County. The above permit conditions are regulated and performed by homeowner's association to which the Declaration is subject.
4. Road repairs are not anticipated for at least ten years.

A program has been established and will be established respecting all areas of the Subdivision, responsibility for which is the homeowners association and/or Developer, and which will comply in all respects with the requirements of the regulatory bodies of Manatee County and specifically its Land Development Code.

