

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

THIS THIRD AMENDMENT TO DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS FOR RIVER WILDERNESS PHASE II-B (the "Third Amendment") is made as of the 17 day of May, 2002, 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, that certain Second Amendment to the Declaration was recorded in Official Records Book 1719 Page 4222 of the public records of Manatee County, Florida (Second Amendment); and

WHEREAS, Developer desires to further amend the Declaration as it affects and relates to Lots 32-65, Subphase D2 of the River Wilderness Development, which Lots are more fully set forth in the River Wilderness, Phase III, Subphase D-2 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 Third Amendment. This Third Amendment to the Declaration shall only affect and apply to Lots 32-65, as depicted on the Plat for River Wilderness, Phase III, Subphase D-2.
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 D-2, as recorded in Plat Book 42, pages 150 through 154, of the Public Records of Manatee County, Florida, consisting of thirty-four (34) 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 "two hundred twenty-five (225) in the second sentence is deleted and replaced with "two hundred fifty-nine (259).
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. 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 D-2, are hereby designated Common Areas: Tracts 301, 506, 507, 608, 609, 610, 611, 704, 801, 803".

7. Title to Common Areas, Article 3.02 (Title to Common Areas) of the Declaration is here by 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 D-2, so long as it owns any land within RIVER WILDERNESS, PHASE III, SUBPHASE D-2, 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 D-2, 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."

8. 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 D-2".

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

Phase III, Subphase D-2, 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."

10. 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".

11. 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".

12. 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".

13. 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 therefore 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.

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

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

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

BK 1876 PG 6413 2 of 33

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

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

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

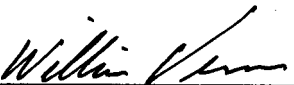
IN WITNESS WHEREOF, the undersigned has set its hand and seal the day and year first above written.

Witnesses:

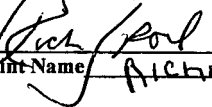
RIVER WILDERNESS ASSOCIATES, LTD.,
A Florida limited partnership

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


Print Name J.P. AFFLEBACH

By: 
William Vernon
President

Its:


Print Name RICHARD SPURL

STATE OF FLORIDA

COUNTY OF MANATEE

The foregoing instrument was subscribed and sworn to before me this 18 day of September 2003 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:



John P. Afflebach
Commission # GG 912355
Expires Feb. 21, 2004
Bonded Thru
Atlantic Bonding Co., Inc.



BK 1076 PG 6414 3 of 33

Exhibit A.

DESCRIPTION

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

BEGIN AT THE NORTHWEST CORNER OF THE SOUTHEAST QUARTER OF SAID SECTION 7; THENCE N.89°19'14"E., ALONG THE NORTHERLY LINE OF THE SOUTHEAST QUARTER OF SECTION 7, A DISTANCE OF 368.78 FEET TO THE WESTERLY LINE OF TRACT No. 3, 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 TWO COURSES ARE ALONG SAID WESTERLY LINE); THENCE SOUTHEASTERLY ALONG THE ARC, 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 TO THE NORTHERLY LINE OF RIVER WILDERNESS, PHASE III, SUBPHASE D1 & I, RECORDED IN PLAT BOOK 38 AT PAGE 167 OF SAID ;PUBLIC RECORDS (THE FOLLOWING TEN CALLS ARE ALONG THE LINES OF SAID SUBPHASE D1 & I); THENCE S.43°49'27"W., A DISTANCE OF 136.87 FEET; THENCE S.02°05'46"E., A DISTANCE OF 678.45 FEET; THENCE S.71°24'56"W., A DISTANCE OF 638.38 FEET; THENCE S.80°06'45"W., A DISTANCE OF 185.02 FEET TO A POINT ON A CURVE OF WHICH THE RADIUS POINT LIES S.80°59'30"W., A RADIAL DISTANCE OF 575.00 FEET; THENCE SOUTHEASTERLY ALONG THE ARC, THROUGH A CENTRAL ANGLE OF 01°01'42", A DISTANCE OF 10.32 FEET TO THE PRC OF A CURVE TO THE LEFT HAVING A RADIUS OF 325.00 FEET AND A CENTRAL ANGLE OF 05°14'22"; THENCE SOUTHEASTERLY ALONG THE ARC, A DISTANCE OF 29.72 FEET; THENCE S.75°01'01"W., A DISTANCE OF 111.58 FEET; THENCE S.39°49'34"W., A DISTANCE OF 28.79 FEET; THENCE S.83°45'26"W., A DISTANCE OF 103.46 FEET; THENCE S.89°14'33"W., A DISTANCE OF 43.59 FEET TO THE WESTERLY LINE OF THE EAST HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 7; THENCE N.00°23'08"W., ALONG SAID WESTERLY LINE, A DISTANCE OF 1338.93 FEET TO THE NORTHERLY LINE OF THE SOUTHWEST QUARTER OF SECTION 7; THENCE N.89°19'14"E., ALONG SAID NORTHERLY LINE, A DISTANCE OF 663.98 FEET TO THE POINT OF BEGINNING.

CONTAINING 28.665 ACRES, MORE OR LESS.

BK 1076 PG 6415 4 of 33

EXHIBIT B

**RIGHT OF ENTRY
and
COMPLIANCE WITH MANATEE COUNTY LAND
DEVELOPMENT CODE
For
RIVER WILDERNESS, PHASE III, SUBPHASE D-2**

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 firefighters, 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.

BK 1876 PG 6416 5 of 33

**NOTICE TO BUYERS
For
RIVER WILDERNESS, PHASE III, SUBPHASE D-2**

To the Purchasers of Lots in RIVER WILDERNESS, PHASE III, SUBPHASE D-2, 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, 2003 through DEC, 2003, is \$ 816.⁰⁰ 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 816.⁰⁰ 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 required 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

BK 1076 PG 6417 6 of 33

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 Services 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.

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 1201530215C. Specifically Lots 32 - 37 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 32-65 River Wilderness Phase III Subphase D-2.

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.

7. **Tree Landscaping and Tree Replacement.**

Each owner shall be responsible for the purchase, installation and maintenance of certain canopy trees on such Owner's Lot prior to the issuance of Certificate of Occupancy of each Lot. The placement, size and species of the required canopy tree or trees shall be in conformance with the tree replacement plan for River Wilderness approved by Manatee County and kept with the Developer or Association and shall also be in conformance with the approved landscaping plan for River Wilderness. Each Owner shall ensure that each tree to be installed is specified on the landscape plans that are submitted to the Architectural Review Committee. In the event an Owner fails to install and maintain the canopy trees required in accordance with this Section D-2, then the Homeowner's Association shall have the right, but shall not be obligated, to enter upon such Owner's Lot and install and maintain the canopy trees in accordance with this Section and charge the Owner for the cost of any such trees and services rendered in connection with installation and maintenance of same. Any such entry by the Homeowner's Association or its employees or agents shall be deemed to be a lawful entry and not a trespass. The removal or replacement of any tree installed pursuant to this provision shall require the prior written approval of the Architectural Review Committee and a permit from Manatee County for the removal of such tree.

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.

BK 1876 PG 6419 8 of 33

Exhibit C (page 1 of 2) 5/15/02
 River Wilderness Phase III
 Subphase D-2
 Notice to Buyers
 Tree Planting Summary

| Lot No. | Yard/Side & Rear | Street | Type | Size | QTY |
|-----------|------------------|--------|----------|-----------------------|-----|
| 32 | 1 | 3 | Live Oak | 12' x 6' x 3" caliper | 4 |
| 33 | 2 | 2 | Live Oak | 12' x 6' x 3" caliper | 4 |
| 34 | 1 | 3 | Live Oak | 12' x 6' x 3" caliper | 4 |
| 35 | 1 | 5 | Live Oak | 12' x 6' x 3" caliper | 6 |
| 36 | 1 | 2 | Live Oak | 12' x 6' x 3" caliper | 3 |
| 37 | 1 | 2 | Live Oak | 12' x 6' x 3" caliper | 3 |
| 38 | 1 | 2 | Live Oak | 12' x 6' x 3" caliper | 3 |
| 39 | 1 | 2 | Live Oak | 12' x 6' x 3" caliper | 3 |
| 40 | 1 | 2 | Live Oak | 12' x 6' x 3" caliper | 3 |
| 41 | 2 | 2 | Live Oak | 12' x 6' x 3" caliper | 4 |
| 42 | 3 | 2 | Live Oak | 12' x 6' x 3" caliper | 5 |
| 43 | 1 | 2 | Live Oak | 12' x 6' x 3" caliper | 3 |
| 44 | 1 | 2 | Live Oak | 12' x 6' x 3" caliper | 3 |
| 45 | 1 | 2 | Live Oak | 12' x 6' x 3" caliper | 3 |
| 46 | 2 | 2 | Live Oak | 12' x 6' x 3" caliper | 4 |
| 47 | 1 | 2 | Live Oak | 12' x 6' x 3" caliper | 3 |
| 48 | 1 | 2 | Live Oak | 12' x 6' x 3" caliper | 3 |
| 49 | 1 | 2 | Live Oak | 12' x 6' x 3" caliper | 3 |
| 50 | 0 | 2 | Live Oak | 12' x 6' x 3" caliper | 2 |
| 51 | 2 | 1 | Live Oak | 12' x 6' x 3" caliper | 3 |
| 52 | 2 | 5 | Live Oak | 12' x 6' x 3" caliper | 7 |
| 53 | 1 | 2 | Live Oak | 12' x 6' x 3" caliper | 3 |
| 54 | 1 | 2 | Live Oak | 12' x 6' x 3" caliper | 3 |
| 55 | 1 | 3 | Live Oak | 12' x 6' x 3" caliper | 4 |
| 56 | 1 | 3 | Live Oak | 12' x 6' x 3" caliper | 4 |
| 57 | 2 | 3 | Live Oak | 12' x 6' x 3" caliper | 5 |
| 58 | 1 | 4 | Live Oak | 12' x 6' x 3" caliper | 5 |
| 59 | 1 | 3 | Live Oak | 12' x 6' x 3" caliper | 4 |
| 60 | 1 | 2 | Live Oak | 12' x 6' x 3" caliper | 3 |
| 61 | 1 | 2 | Live Oak | 12' x 6' x 3" caliper | 3 |
| 62 | 1 | 2 | Live Oak | 12' x 6' x 3" caliper | 3 |
| 63 | 2 | 5 | Live Oak | 12' x 6' x 3" caliper | 7 |
| 64 | 1 | 2 | Live Oak | 12' x 6' x 3" caliper | 3 |
| 65 | 0 | 2 | Live Oak | 12' x 6' x 3" caliper | 2 |
| Sub Total | | | | | 125 |

BK 1876 PG 6420 9 of 33

Exhibit C
River Wilderness Phase III
Subphase D-2
Notice to Buyers
Tree Planting Summary

5/15/02

| Location | Type | Size | QTY |
|----------------------|-----------|-----------------------------|-----|
| Greenbelt Buffer | Live Oak | 12' x 14' x 5' x 3" caliper | 42 |
| | Pine | 10' x 12' x 4' x 3" caliper | 82 |
| | Sweet Gum | 18' x 20' x 7' x 5 caliper | 16 |
| Pond A | Red Maple | 10' x 14' x 4' x 3" caliper | 17 |
| | Cypress | 12' x 14' x 4' x 3" caliper | 20 |
| Pond B | Red Maple | 10' x 14' x 4' x 3" caliper | 23 |
| | Cypress | 12' x 14' x 4' x 3" caliper | 32 |
| Non Lot Street Trees | Live Oak | 12' x 14' x 5' x 3" caliper | 25 |
| | Pine | 10' x 12' x 4' x 3" caliper | 14 |
| | Sweet Gum | 18' x 20' x 7' x 5 caliper | 3 |
| Total | | | 274 |

BK 1876 PG 6421 10 of 33

Exhibit D

List of Holdings of River Wilderness Phase III Subphase D-2

The following is a list of Holdings of River Wilderness Phase III Subphase D-2 presently under construction to be completed by The Developer, to wit:

1. Tract 301 Consisting of (50) Foot private road, Drainage & Utility Easement.
2. Tract 506 Contains 132,928 S. F. ± private drainage area.
3. Tract 507 Contains 51,983 S. F. ± private drainage area.
4. Tract 608 Contains 4966 S. F. ± private common area.
5. Tract 609 Contains 5829 S. F. ± private common area.
6. Tract 610 Contains 49,504 S. F. ± private common area.
7. Tract 611 Contains 93,071 S. F. ± private common area.
8. Tract 704 contains 84,629 S. F. ± conservation easement.
9. Tract 801 contains 39,960 S. F. ± conservation easement.
10. Tract 803 contains 48,911 S. F. ± conservation 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.

BK 1876 PG 6422 11 of 33

EXHIBIT "E"

**MAINTENANCE PROGRAM
For
RIVER WILDERNESS, PHASE III, SUBPHASE D-2**

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.

BK 1876 PG 6423 12 of 33

EXHIBIT F

**THE RIVER WILDERNESS OF BRADENTON FOUNDATION, INC.
PHASE II SUBPHASE D2
10 YEAR BUDGET FORECAST**

| ITEM | 2003 | 2004 | 2005 | 2006 | 2007 | 2008 | 2009 | 2010 | 2011 | 2012 |
|-----------------------------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|
| Number of lots with Homes | 570 | 620 | 670 | 700 | 720 | 800 | 850 | 900 | 950 | 950 |
| Number of Platted Lots | 600 | 650 | 700 | 750 | 800 | 850 | 900 | 950 | 950 | 950 |
| BUDGET LINE ITEMS | | | | | | | | | | |
| Professional Mgmt. Fees | 26,000 | 27,040 | 28,122 | 29,246 | 30,416 | 31,633 | 32,898 | 34,214 | 35,583 | 36,899 |
| Postage, Printing, Etc. | 5,200 | 5,408 | 5,624 | 5,849 | 6,083 | 6,327 | 6,580 | 6,843 | 7,117 | 7,380 |
| Insurance | 4,576 | 4,759 | 4,949 | 5,147 | 5,353 | 5,567 | 5,790 | 6,022 | 6,263 | 6,495 |
| Landscape Contract | 171,600 | 178,464 | 185,603 | 193,027 | 200,748 | 208,778 | 217,129 | 225,814 | 234,846 | 243,535 |
| Recreation Area Expense | 6,240 | 6,490 | 6,749 | 7,019 | 7,300 | 7,592 | 7,896 | 8,211 | 8,540 | 8,856 |
| Electric for Common Area | 13,000 | 13,520 | 14,061 | 14,623 | 15,208 | 15,816 | 16,449 | 17,107 | 17,791 | 18,450 |
| Common Area Repairs, Maint. | 27,040 | 28,122 | 29,246 | 30,416 | 31,633 | 32,898 | 34,214 | 35,583 | 37,006 | 38,375 |
| Lake Maintenance | 23,400 | 24,336 | 25,309 | 26,322 | 27,375 | 28,470 | 29,608 | 30,793 | 32,025 | 33,210 |
| Working Capital Fund | 2,080 | 2,163 | 2,250 | 2,340 | 2,433 | 2,531 | 2,632 | 2,737 | 2,847 | 2,952 |
| Roads | 15,600 | 16,224 | 16,873 | 17,548 | 18,250 | 18,980 | 19,739 | 20,529 | 22,581 | 23,416 |
| Gate Access | 140,000 | 180,000 | 185,000 | 190,000 | 190,000 | 195,000 | 200,000 | 205,000 | 210,000 | 217,770 |
| Cable TV | 37,440 | 38,938 | 40,495 | 42,115 | 43,800 | 45,551 | 47,374 | 49,268 | 51,239 | 53,135 |
| TOTAL | 472,176 | 525,464 | 544,281 | 563,652 | 578,599 | 599,143 | 620,309 | 642,121 | 665,838 | 690,474 |
| Annual | 780.00 | 790.00 | 800.00 | 805.00 | 803.00 | 748.00 | 729.00 | 713.00 | 700.00 | 726.00 |
| Monthly | 65.00 | 65.83 | 66.67 | 67.08 | 66.92 | 62.33 | 60.75 | 59.42 | 58.33 | 60.50 |

Notes: (1) All budget figures are in 2003 dollars with no inflation.

(2) Assessments are calculated by taking total costs and dividing by the number of lots with homes.