

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

THIS FIFTH AMENDMENT TO DECLARATION OF RESTRICTIONS AND PROTECTIVE COVENANTS FOR RIVER WILDERNESS PHASE II-B (the "Fifth Amendment") is made as of the 20th day of November, 2004, 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 First Amendment to the Declaration was recorded in Official Records Book 1613, Page 4369, of the Public Records of Manatee County; 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, that certain Third amendment to the Declaration was recorded in Official Records Book 1876, Page 6412 of the public records of Manatee County, Florida ("Third Amendment"); and

WHEREAS, that certain Fourth Amendment to the Declaration was recorded in Official Record Book 1975, Pages 2787-2802, of the Public Records of Manatee County, which Fourth Amendment contained several errors and omissions and is therefore being replaced in total by this Fifth Amendment (The number of the amendment is being changed to take into account that there have been four previous amendments, as indicated in the foregoing paragraphs); and

WHEREAS, Developer desires to further amend the Declaration as it affects and relates to Lots 1 - 28, Subphase J & K, of the River Wilderness Development, which Lots are more fully set forth in the River Wilderness, Phase III, Subphase J & K 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 Fifth Amendment. This Fifth Amendment to the Declaration shall only affect and apply to Lots 1-28, as depicted on the Plat for River Wilderness, Phase III, Subphase J & K.**
- 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 J & K, as recorded in Plat Book 45, pages 71 through 77, of the Public Records of Manatee County, Florida, consisting of twenty-eight (28) 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 fifty-nine (259) in the second sentence is deleted and replaced with “two hundred eighty-seven (287).**

5. **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 J & K, are hereby designated Common Areas: Tracts 301, 501, 502, 503, 504, 505, 506, 601, 602, 603, 604, 605, 701, 702, and 801. Tracts 505, 506, 701, 702, and 801 are also designated as conservation easements.

6. **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 J & K, so long as it owns any land within RIVER WILDERNESS, PHASE III, SUBPHASE J & K, 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 J & K, 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.”

7. **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 J & K”.

8. **OWNER’S Easements of Enjoyment. Article 3.04 (OWNER’S Easements of Enjoyment) is hereby amended such that the following additional paragraph is added:**

e. 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 Manatee County:

- **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**

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 J & K, 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 setback shall be fifteen (15) feet."

10. **Right of Entry.** The "Right of Entry," attached hereto as Exhibit "B", and incorporated herein, shall be attached to the Declaration as Exhibit "B".
11. **Notice to Buyers.** The "Notice to Buyers," attached hereto as Exhibit "C" and incorporated herein, shall be attached to the Declaration as Exhibit "C".
12. **List of Holdings.** The "List of Holdings," attached hereto as Exhibit "D" and incorporated herein, shall be attached to the Declaration as Exhibit "D".
13. **Maintenance Program.** The "Maintenance Program," attached hereto as Exhibit "E", and incorporated herein, shall be attached to the Declaration as Exhibit "E".
14. **Budget.** The "Budget", attached hereto as Exhibit "F", and incorporated herein, shall be attached to the Declaration as Exhibit "F", for the next ten years.
15. **No Further Modification.** Except as specifically provided for in this Fifth Amendment, and as set forth in prior recorded amendments, 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:
LTD.,

RIVER WILDERNESS ASSOCIATES,
A Florida limited partnership

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

Richard J. Perez
Print Name RICHARD J. PEREZ

By: William H. Vernon
William Vernon
Its: President

Carol L. Hall
Print Name CAROL L. HALL

STATE OF FLORIDA

COUNTY OF MANATEE

The foregoing instrument was subscribed and sworn to before me this 20th day of December, 2004 by William Vernon, as President of Wade Capital, Inc. as general partner of River Wilderness Associates Ltd, a Florida Limited Partnership on behalf of the partnership.

- 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:

VICTORIA F VALENTINE
Notary Public, State of Florida
My Comm. Expires Nov. 5, 2007
No. DD265124

Victoria F. Valentine

EXHIBIT "A"

DESCRIPTION

A TRACT OF LAND IN THE SOUTHWEST QUARTER OF SECTION 8, TOWNSHIP 34 SOUTH, RANGE 19 EAST, MANATEE COUNTY, FLORIDA DESCRIBED AS FOLLOWS:

BEGIN AT THE INTERSECTION OF THE NORTHERLY LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 8 WITH THE EASTERLY LINE OF LOT 132, RIVER WILDERNESS PHASE II B, RECORDED IN PLAT BOOK 26 AT PAGE 33 OF THE PUBLIC RECORDS OF MANATEE COUNTY, FLORIDA (THE FOLLOWING FIVE CALLS ARE ALONG THE EASTERLY LINES OF RIVER WILDERNESS PHASE II B): THENCE S.12°30'12"E., A DISTANCE OF 123.02 FEET TO THE POINT OF CURVE (PC) OF A CURVE TO THE RIGHT HAVING A RADIUS OF 630.00 FEET AND A CENTRAL ANGLE OF 39°11'03"; THENCE SOUTHWESTERLY ALONG THE ARC A DISTANCE OF 430.85 FEET; THENCE S.26°40'51"W., A DISTANCE OF 330.05 FEET TO THE PC OF A CURVE TO THE RIGHT HAVING A RADIUS OF 875.00 FEET AND A CENTRAL ANGLE OF 15°43'08"; THENCE SOUTHWESTERLY ALONG THE ARC, A DISTANCE OF 240.05 FEET; THENCE S.00°00'52"E., A DISTANCE OF 855.49 FEET; THENCE S.73°23'59"E., A DISTANCE OF 749.02 FEET TO THE WESTERLY RIGHT OF WAY LINE OF FORT HAMER ROAD (100 FEET WIDE) DESCRIBED AS PARCEL "D" PER OFFICIAL RECORDS BOOK 1351 AT PAGE 2489 OF SAID PUBLIC RECORDS (THE FOLLOWING TWO CALLS ARE ALONG SAID WESTERLY RIGHT OF WAY LINE); THENCE N.19°26'15"E., A DISTANCE OF 407.07 FEET; THENCE N.19°26'35"E., A DISTANCE OF 1790.90 FEET TO THE SOUTHERLY LINE OF THE 30 FOOT UNNAMED RIGHT OF WAY EXCEPTED FROM THE VACATION OF "CRYSTAL HAVEN ON THE MANATEE" PER RESOLUTION RECORDED IN OFFICIAL RECORDS BOOK 1338 AT PAGE 2736 OF SAID PUBLIC RECORDS (THE FOLLOWING TWO CALLS ARE ALONG THE LINES OF SAID UNNAMED RIGHT OF WAY); THENCE S.89°54'41"W., A DISTANCE OF 515.90 FEET; THENCE N.00°05'19"W., A DISTANCE OF 30.00 FEET TO THE NORTHERLY LINE OF THE SOUTHWEST QUARTER OF SECTION 8; THENCE S.89°54'41"W., ALONG SAID NORTHERLY LINE, A DISTANCE OF 624.30 FEET TO THE POINT OF BEGINNING.

CONTAINING 44.542 ACRES, MORE OR LESS.

EXHIBIT B

**RIGHT OF ENTRY and COMPLIANCE WITH
MANATEE COUNTY LAND DEVELOPMENT CODE
RIVER WILDERNESS, PHASE III, SUBPHASE J & K**

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.

EXHIBIT C

**NOTICE TO BUYERS
RIVER WILDERNESS, PHASE III, SUBPHASES J & K**

To the Purchasers of Lots in RIVER WILDERNESS, PHASE III, SUBPHASES J & K, 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 January 2004, through December 31, 2004, is \$ -0- 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 \$850.00 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 Sub-phase 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 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.

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, flood zone, base flood elevation, with existing and proposed grades of the lot, and flood zone 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 flood zone, 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 its 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 1-28 River Wilderness Phase III Subphases J & K.

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 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 in accordance with this Section, then the Homeowner's Association shall have the right, but shall not be obligated,

to enter upon each 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
19. The Association shall ensure that all lot owners receive a copy of the Manatee County "All-Hazard Guide" and the Red Cross brochure: "Your Family Disaster Plan." Additionally the Association shall ensure that an evacuation map is posted or distributed to the Lot Owners.

Exhibit C
 River Wilderness Phase III
 Subphases J and K
 Notice to Buyers
 Tree Planting Summary

| Lot No. | Yard/Side & Rear | Street | Type | Size | QTY |
|------------------|------------------|--------|------|------|------------|
| 1 | 2 | 5 | | | 7 |
| 2 | 4 | 2 | | | 6 |
| 3 | 4 | 2 | | | 6 |
| 4 | 5 | 2 | | | 7 |
| 5 | 5 | 2 | | | 7 |
| 6 | 3 | 2 | | | 5 |
| 7 | 3 | 2 | | | 5 |
| 8 | 5 | 1 | | | 6 |
| 9 | 5 | 1 | | | 6 |
| 10 | 5 | 2 | | | 7 |
| 11 | 5 | 2 | | | 7 |
| 12 | 4 | 3 | | | 7 |
| 13 | 4 | 3 | | | 7 |
| 14 | 4 | 4 | | | 8 |
| 15 | 4 | 4 | | | 8 |
| 16 | 4 | 2 | | | 7 |
| 17 | 4 | 2 | | | 6 |
| 18 | 4 | 2 | | | 6 |
| 19 | 4 | 2 | | | 6 |
| 20 | 5 | 1 | | | 6 |
| 21 | 3 | 2 | | | 5 |
| 22 | 3 | 2 | | | 5 |
| 23 | 3 | 2 | | | 5 |
| 24 | 3 | 2 | | | 5 |
| 25 | 3 | 2 | | | 5 |
| 26 | 5 | 2 | | | 7 |
| 27 | 3 | 3 | | | 6 |
| 28 | 4 | 2 | | | 6 |
| Sub Total | | | | | 174 |

* BELOW IS A LIST OF COUNTY APPROVED CANOPY TREES WHICH SHALL BE INSTALLED ON THE LOTS AS SELECTED BY THE HOMEOWNER / DEVELOPER.

* CANOPY TREE SPECIES WILL BE INSTALLED ON EACH LOT IN NUMBER AND SIZE AS OUTLINED ON THIS TREE PLANTING SUMMARY CHART.

* CANOPY TREES SHALL BE:
 12' HEIGHT x 5' SPREAD x 3" CALIPER (MIN.)

* SELECTIVE TREE LIST:
CANOPY TREES
 Live Oak
 Shumard Oak
 Laurel Oak
 Magnolia
 Sweetgum
 Red Maple
 Elm
 Sycamore

Exhibit C
 River Wilderness Phase III
 Subphases J and K
 Notice to Buyers
 Tree Planting Summary

| Location | Type | Size | QTY |
|------------------------------|--------------|----------------------------|------|
| Greenbelt/Buffer/Common Area | Slash Pine | 16'-18' x 8' x 5" caliper | 86 |
| | Live Oak | 16'-18' x 9' x 5" caliper | 92 |
| | Live Oak | 18'-20' x 10' x 7" caliper | 27 |
| | Sweetgum | 14' x 4' x 3" caliper | 39 |
| | Red Maple | 12' x 4' x 3" caliper | 34 |
| | Sabal Palm | Transplanted | 14 |
| Lake K | Red Maple | 12' x 4' x 3" caliper | 10 |
| | Slash Pine | 10' x 4' x 3" caliper | 3 |
| | Bald Cypress | 14' x 4' x 3" caliper | 25 |
| | Sabal Palm | Transplanted | 37 |
| | Sweetgum | 14' x 4' x 3" caliper | 2 |
| Lake JW | Red Maple | 12' x 4' x 3" caliper | 21 |
| | Slash Pine | 10' x 4' x 3" caliper | 2 |
| | Bald Cypress | 14' x 4' x 3" caliper | 132 |
| | Sabal Palm | Transplanted | 129 |
| | Sweetgum | 14' x 4' x 3" caliper | 9 |
| Lake J | Red Maple | 12' x 4' x 3" caliper | 6 |
| | Bald Cypress | 14' x 4' x 3" caliper | 40 |
| | Sweetgum | 14' x 4' x 3" caliper | 5 |
| Lake JE | Red Maple | 12' x 4' x 3" caliper | 11 |
| | Slash Pine | 10' x 4' x 3" caliper | 3 |
| | Bald Cypress | 14' x 4' x 3" caliper | 109 |
| | Sabal Palm | Transplanted | 45 |
| | Sweetgum | 14' x 4' x 3" caliper | 10 |
| | Red Cedar | 10' x 4' x 3" caliper | 5 |
| Sub Total | | | 896 |
| Total | | | 1070 |

**Exhibit C
River Wilderness Phase III
Subphases J and K
Notice to Buyers
Tree Planting Summary**

NOTE:

- 1. CANOPY TREES SHALL BE INSTALLED NO CLOSER THAN TEN (10) FEET FROM ANY FOUR (4) FOOT OR ABOVE VERTICAL STRUCTURES ON PLATTED LOTS.**
- 2. NO CANOPY TREES SHALL BE INSTALLED WITHIN THE MIDDLE TWO THIRDS (2/3) OF A DRAINAGE SWALE.**
- 3. ALL INSTALLED REPLACEMENT CANOPY TREES SHALL BE FLORIDA NO. 1 QUALITY AS DETERMINED BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES GRADES AND STANDARDS FOR NURSERY PLANTS 2ND EDITION (FEBRUARY 1998 PI#97T-05).**
- 4. STREET AND LOT CANOPY TREES ARE THE RESPONSIBILITY OF THE BUILDER/LOT OWNER REGARDING INSTALLATION AND MAINTENANCE. SUCH CANOPY TREES SHALL BE INSTALLED PRIOR TO RECEIVING A CERTIFICATE OF OCCUPANCY.**
- 5. ANY FUTURE REQUIRED CANOPY TREE REMOVAL, DUE TO DEAD OR DISEASED CONDITIONS, SHALL REQUIRE A TREE REMOVAL PERMIT IN ACCORDANCE WITH SECTION 714 OF THE LAND DEVELOPMENT CODE. IN THE EVENT THAT A CANOPY TREE MUST BE REMOVED, THE OWNER OF THE LOT IS RESPONSIBLE FOR REPLACING THE TREE WITHIN THIRTY (30) DAYS.**

Exhibit "D"

List of Holding of River Wilderness Phase III Subphase J & K

The following is a List of Holdings of River Wilderness Phase III, Subphases J & K presently under construction to be completed by the Developer, to wit:

- 1. Tract 301: Private road right-of-way, private drainage and public utility easement (92,319 sf ±)**
- 2. Tract 501: Lake J-W designated as Private Drainage Area (495,225 sf ±)**
- 3. Tract 502: Lake J-E designated as Private Drainage Area (322,324 sf ±)**
- 4. Tract 503: Lake J designated as Private Drainage Area (65,197 sf ±)**
- 5. Tract 504: Lake K designated as Private Drainage Area (65,799 sf ±)**
- 6. Tract 505: Perennial stream, public drainage easement, and private conservation easement (77,302 sf ±)**
- 7. Tract 506: Perennial stream, public drainage easement, and private conservation easement (13,448 sf ±)**
- 8. Tract 601: Private common area, private drainage and utility easement (33,431 sf ±)**
- 9. Tract 602: Private common area, private drainage and utility easement (21,142 sf ±)**
- 10. Tract 603: Private common area, private drainage and utility easement (10,706 sf ±)**
- 11. Tract 604: Private common area, private drainage and utility easement and greenbelt buffer (20,878 sf ±)**
- 12. Tract 605: Private common area, private drainage and utility easement and landscape buffer (8,532 sf ±)**
- 13. Tract 701: Private conservation easement and public flowage easement (181,325 sf ±)**
- 14. Tract 702: Private conservation easement and public flowage easement (6,676 sf ±)**
- 15. Tract 801: Mitigation Area J and associated buffer designated as Private Conservation Easement (59,458 sf ±)**

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 Land Development Code of Manatee County.

EXHIBIT "E"

**MAINTENANCE PROGRAM
For
RIVER WILDERNESS, PHASE III, SUBPHASE J & K**

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.

EXHIBIT F

**THE RIVER WILDERNESS OF BRADENTON FOUNDATION, INC.
 10 YEAR BUDGET FORECAST**

| ITEM | 2004 | 2005 | 2006 | 2007 | 2008 | 2009 | 2010 | 2011 | 2012 | 2013 |
|--------------------------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|----------------|
| Number of lots with Homes | 631 | 681 | 731 | 781 | 831 | 881 | 931 | 956 | 956 | 956 |
| Number of Platted Lots | 650 | 700 | 750 | 800 | 850 | 900 | 956 | 956 | 956 | 956 |
| BUDGET LINE ITEMS | | | | | | | | | | |
| Professional Mgmt. Fees | 27,450 | 28,823 | 30,264 | 31,777 | 33,366 | 35,034 | 36,786 | 36,786 | 36,786 | 36,786 |
| Postage, Printing, Etc. | 7,000 | 7,350 | 7,718 | 8,103 | 8,509 | 8,934 | 9,381 | 9,381 | 9,381 | 9,381 |
| Insurance | 6,250 | 6,563 | 6,891 | 7,235 | 7,597 | 7,977 | 8,376 | 8,376 | 8,376 | 8,376 |
| Landscape Contract | 166,200 | 174,510 | 183,236 | 192,397 | 202,017 | 212,118 | 222,724 | 222,724 | 222,724 | 222,724 |
| Electric for Common Area | 20,000 | 21,000 | 22,050 | 23,153 | 24,310 | 25,526 | 26,802 | 26,802 | 26,802 | 26,802 |
| Common Area Repairs, Maint. | 82,500 | 86,625 | 90,956 | 95,504 | 100,279 | 105,293 | 110,558 | 110,558 | 110,558 | 110,558 |
| Roads | 7,000 | 7,350 | 7,718 | 8,103 | 8,509 | 8,934 | 9,381 | 9,850 | 10,342 | 10,859 |
| Recreation Area Expense | 0 | 15,000 | 15,000 | 15,000 | 15,000 | 15,000 | 15,000 | 15,000 | 15,000 | 15,000 |
| Lake Maintenance | 26,400 | 27,720 | 29,106 | 30,561 | 32,089 | 33,694 | 35,379 | 35,379 | 35,379 | 35,379 |
| Gate Access & Guardhouse | 137,350 | 274,700 | 274,700 | 274,700 | 274,700 | 274,700 | 274,700 | 274,700 | 274,700 | 274,700 |
| Cable TV | 57,600 | 60,480 | 63,504 | 66,679 | 70,013 | 73,514 | 77,190 | 77,190 | 77,190 | 77,190 |
| Other | 3,250 | 3,413 | 3,583 | 3,762 | 3,950 | 4,148 | 4,355 | 4,355 | 4,355 | 4,355 |
| Less: Subsidies & Other Income | (45,200) | (125,000) | (93,750) | (70,313) | (52,734) | (39,551) | (29,663) | 0 | 0 | 0 |
| TOTAL | 495,800 | 588,534 | 640,976 | 686,661 | 727,605 | 765,321 | 800,969 | 831,101 | 831,593 | 832,110 |
| Annual | 786 | 864 | 877 | 879 | 876 | 869 | 860 | 869 | 870 | 870 |
| Monthly | 65 | 72 | 73 | 73 | 73 | 72 | 72 | 72 | 72 | 73 |

Notes:
 (1) All budget figures are in 2004 dollars with no inflation.
 (2) Assessments are calculated by taking total costs and dividing by the number of lots with homes.