

THIS INSTRUMENT PREPARED BY
AND RETURN TO:
KEVIN L. EDWARDS, ESQ.
BECKER & POLIAKOFF, P.A.
630 S. ORANGE AVENUE
SARASOTA, FL 34236

BK 1751 PG 569 DKT # 1627676 1 of 3

**CERTIFICATE OF AMENDMENT
TO
DECLARATION AND GENERAL PROTECTIVE COVENANTS
FOR
RIVER WILDERNESS**

WHEREAS, property in Manatee County has been developed as River Wilderness and is subject to the Declaration of General Protective Covenants thereof, recorded in Official Records Book 1100, Page 3266, et seq., of the Public Records of Manatee County, Florida, and

WHEREAS, RIVER WILDERNESS ASSOCIATES LIMITED, a Florida limited partnership, (the "DECLARANT") is the Successor Developer of the Subject Property subject to the Declaration; and

WHEREAS, amendment of the Declaration by DECLARANT is authorized by Article 8.06 of the Declaration, as aforesaid, without the consent and joinder of the Association or any Owner.

NOW, THEREFORE, DECLARANT hereby amends this Declaration in the following manner:

NOTE: NEW WORDS INSERTED IN THE TEXT ARE UNDERLINED AND WORDS DELETED ARE LINED THROUGH WITH HYPHENS.

1. Amendment to Article 2, Section 2.05 entitled "Enforcement" to read as follows:

(e) "The Association may levy reasonable fines against a Lot or Dwelling upon the failure of the Owner, occupant, licensee or invitee to comply with any provision of the Association's governing documents as the same currently exists or may subsequently be amended. Unpaid fines shall become a lien against the Owner's Property and may be foreclosed in the same manner as unpaid assessments. No fine shall exceed One-Hundred (\$100.00) Dollars per violation nor shall any fine be levied except after giving reasonable notice and opportunity for a hearing to the Owner, and if applicable, its licensee or invitee, in accordance with Section 720.305, Florida Statutes, as the same now exists or may be amended from time to time. A fine may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing, provided that no such fine in the aggregate shall exceed \$5,000. Prior to imposing any fine, the Owner or tenant shall be afforded an opportunity for a hearing after reasonable notice to the Owner or tenant of not less than fourteen (14) days, which notice shall include (i) a statement of the date, time and place of the hearing, (ii) a statement of the provisions of the Declaration, Bylaws or Rules and Regulations which have allegedly been violated, and (iii) a short and plain statement of the matters asserted by the

Association. The Owner or tenant shall have an opportunity to respond, to present evidence, and to provide written and oral argument on all issues involved and shall have an opportunity at the hearing to review, challenge and respond to any material considered by the Association. At the hearing, the Board shall conduct a reasonable inquiry to determine whether the alleged violation in fact occurred, and if the Board so determines, it may impose such fine as it deems appropriate by written notice to the Owner or tenant. If the Owner or tenant fails to attend the hearing as set by the Board, the Owner or tenant shall be deemed to have admitted the allegations contained in the notice to the Owner or tenant. Any fine imposed by the Board shall be due and payable within ten (10) days after written notice of the imposition of the fine, or if a hearing is timely requested within ten (10) days after written notice of the Board's decision at the hearing. Any fine levied against an Owner shall be deemed an Assessment, and if not paid when due all of the provisions of this Declaration relating to the late payment of Assessments shall be applicable. If any fine is levied against a tenant and is not paid within ten (10) days after the same is due, the Association shall have the right to evict the tenant as hereinafter provided.

2. Amendment to Article 3.17 of the Declaration and General Protective Covenants, entitled Trucks, Commercial Vehicles, Recreation Vehicles, Mobile Homes, Boats, Campers and Trailers, to read as follows:

(a). No truck, pick-up truck, work van, or other commercial vehicle of any kind, mobile home, boat, camper or trailer shall be permitted to be parked upon any Lot or portion of the Association Property except within the confines of a closed garage, for a period of more than four hours unless such a vehicle is necessary in the actual construction or repair of a Structure or for ground maintenance. Parking is permitted only upon paved driveways or in the garage. Overnight parking on the street is prohibited. No Owner may park any vehicle upon the grass or swale. Stored vehicles, vehicles with expired tags or no tags and vehicles not owned by or registered to a Lot Owner are prohibited unless in the confines of a closed garage. Owners shall be responsible for compliance with this provision by their family, tenants, guests and invitees. The following definitions shall apply for purposes of this section:

“Truck” means any vehicle manufactured, designed, marketed or used primarily for transporting goods of any nature or designated as a truck by the manufacturer. For purposes of clarification, a “truck” means all pick-up trucks (regardless of bed covers or cab caps) and open bed vehicles. A “truck” also means those vehicles with elongated, extra long or longer than standard bodies or one bed’s length such as a Chevrolet Avalanche, Cadillac Escalade EXT, Lincoln Blackwood, or similar sport utility hybrids. However, a “truck” does not mean passenger vehicles currently marketed under the following manufacturer’s nameplates: Jeep Wranglers, Jeep Cherokees, Chevrolet Blazer and all other vehicles of similar design provided there have been no modifications that would increase the weight-carrying capacity, height or width of the vehicle as originally built by the manufacturer.

“Van” means step-vans of any size or weight, panel trucks or vans of any size or weight and any vehicle designated as a van by the manufacturer. “Van” shall include vehicles without side or rear windows, or rear passenger seats. “Van” shall exclude passenger minivans currently marketed under the following manufacturer’s nameplates: Dodge Caravan, Plymouth Voyager, Chevrolet Astro, Ford Windstar, Toyota Previa, Honda Odyssey and all other vehicles of similar design. Vehicles with elongated, extra long or longer than standard bodies or lengths are prohibited.

"Commercial Vehicle" means all vehicles of every kind whatsoever, the use of which are primarily for business; or which from viewing the exterior of the vehicles or any portion thereof, show or tend to show any commercial markings, signs, displays, or otherwise indicate a commercial use; or which contain tools, tool boxes or equipment transported in the vehicle incidental to any business; or which lack rear seats, rear or side windows.

"Boat" means anything manufactured, designed, marketed or used as a craft for water flotation, capable of carrying one or more persons, or personal property.

A particular vehicle may be included in more than one category or definition. A vehicle excluded or permitted under one category or definition may still be prohibited under another category or definition.


Any and all vehicles that are illegally parked, or prohibited vehicles, will be towed at the owner's expense, without any notice other than that required by Florida Statute, Section 715.07, as same may be amended or renumbered from time to time. This provision applies to all owners, occupants, tenants and guests. Owners shall be responsible for compliance with this provision by their family, tenants, guests and invitees.

(THE REMAINDER OF ARTICLE 3.17 REMAINS UNCHANGED)

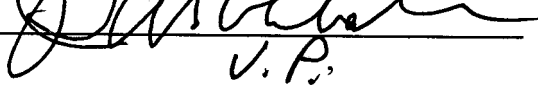
IN WITNESS WHEREOF, DECLARANT has set its hand and seal this 19 day of Apr. 1, 2002.

WITNESSES

RIVER WILDERNESS ASSOCIATES LIMITED,
a Florida limited partnership
by its managing general partner,


DRZ

WADE CAPITAL, INC.

By: 
V.P.

STATE OF FLORIDA
COUNTY OF Manatee

I HEREBY CERTIFY that the foregoing instrument was acknowledged before me this 19 day of April, 2002, by VP Apperbach, as Vice President of WADE CAPITAL, INC., managing general partner of RIVER WILDERNESS ASSOCIATES LIMITED, a Florida general partnership. He/She is personally known to me or has produced _____ as identification.

Personally Known OR
Produced Identification _____

Type of Identification
100545_1.DOC

NOTARY PUBLIC - STATE OF FLORIDA
sign logroves
print Brandy Groves
My Commission expires: Sept 11, 2004
Brandy P. Groves
Commission # CC 967119
Expires Sep. 11, 2004
Bonded Thru
Atlantic Bonding Co., Inc.

